

## JOVID MARK CONDO-HOTEL DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this 5<sup>th</sup> day of Jan, 2018, by and between Jovid Mark, LLC, Utah limited liability company (hereinafter called "Developer"), and Wasatch County (hereinafter "the County"), a political subdivision of the State of Utah. Developer and the County may hereinafter be referred to individually as a "Party" and collectively as the "Parties". This Agreement supersedes and replaces any previous agreements entered into or representations made by and between the Developer and the County involving the Property (defined below.)

### RECITALS

- A. The County, acting pursuant to its authority under Utah Code Ann. Section 17-27a-101, et seq., Section 17-53-223, and Section 17-53-302(13), as amended, and the Wasatch County Development Code, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, in the exercise of its discretion, has elected to approve and enter into this Agreement.
- B. Developer holds legal title to the real property, consisting of approximately 11.75 acres located in the unincorporated portion of the County, as described in Exhibit A attached hereto (the "Property"). This development is commonly known as the Jovid Mark Hotel and Event Center.
- C. The JBOZ Code is an applicable zoning ordinance for the Property
- D. All of the Property is located within the boundaries of the JBOZ Code.
- E. Developer has requested approval to develop the Property as a Condominium-Hotel consisting of no more than 250 units. A unit is defined as a door from a residential space to an exterior or common hallway. All potential lockout units in the county's discretion are also considered a unit.
- F. On May 14, 2015, and amended on August 18, 2016, following duly noticed public hearings, the County Planning Commission granted approval an amended conditional use and site plan approval for the JOVID Mark Condo Hotel "Project Approval," subject to the Parties entering into this Agreement.
- G. The County desires to enter into this Agreement to memorialize conditions and agreements which were established as part of the Project Approval approval process and to help clarify the process to continue the development process for the project. This Agreement is not intended to modify or exempt

any legal requirement or code provision contained in any state or local law, but rather give some guidance to Developer of areas of the law which will need to be followed as part of the continued development process including, but not limited to (1) mitigate significant environmental impacts; (2) ensure installation of necessary on-site and off-site public improvements; (3) provide for the preservation of substantial permanent open space; (4) make provision for trail facilities; (5) provide for the timely payment of all fees and charges, including impact fees in the amounts set forth herein; (6) ensure that public services appropriate to the development of the Property are provided; (7) provide affordable housing; (8) provide for the maintenance of facilities, trails and open space within the development during construction and after completion; (9) otherwise achieve the goals and purposes of the County and Developer; (10) designate all improvements committed to by the Developer as part of the site plan approval process; and (11) provide a record of minutes, staff reports, power point presentations and plans.

H. Developer desires to enter into this Agreement to memorialize Project Approval approvals and help plan for further development process.

I. The County has undertaken review and planning actions relating to the development of the Property and the Project. These actions are set forth in the official minutes and record of the County Planning Commission and the County Council. A condition of final approval of the Project Approval of the Project is that Developer enter into and abide by the terms of this Agreement. The terms of this Agreement apply to the Project, and to any and all Phases or Plats therein. These various review and planning actions are collectively referred to herein as the "Current Approvals."

J. Each Party acknowledges that it is entering into this Agreement voluntarily.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

## AGREEMENT

### **SECTION 1. EFFECTIVE DATE AND TERM SECTION**

#### 1.1. Effective Date.

This Agreement shall become effective on the date it is executed by Developer and the County (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

#### 1.2. Term.

The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for a period of Ten (10) years, so long as the Developer moves forward with due diligence by obtaining Final Plat approval and recordation, including the Condo-Hotel Final Plat for parcels one through four within one year of execution of this Agreement, and moves forward with reasonable diligence with any subsequent Phases by not allowing more than three years to pass between filing for any subsequent Final Plats showing the actual location of the as built Condo-Hotel, and a previously filed, required recorded document for the Project. Unless otherwise agreed between the County and Developer, Developer's interest(s) and right(s) contained in this Agreement expire at the end of the Term or upon termination of this Agreement.

Upon termination of this Agreement, for any reason, the obligations of the Parties to each other hereunder shall terminate, but none of the licenses, permits, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner. No easements, maintenance requirements, infrastructure improvement obligations, or other agreements intended to run with the land, including obligations that were based upon the Project Approvals, shall expire upon termination or expiration of this Agreement.

## **SECTION 2. DEFINITIONS**

Any term or phrase used in the Agreement that has its first letter capitalized shall have that meaning given in this section

"Acceptance Date" means June 13, 2016, the date the County accepted Developer's complete conditional use permit application.

"Applicable Law" shall have that meaning set forth in Section 4.2 of this Agreement.

"Approval Date" shall mean the latter date set forth in Recital F of this Agreement.

"Changes in the Law" shall have that meaning set forth in Section 4.2 of this Agreement.

"Conditions to Current Approvals" shall have the meaning set forth in Section 3.1(b) of this Agreement.

"County" means Wasatch County and shall include, unless otherwise provided, any and all of the County's agencies, departments, officials, employees or agents.

"County Council" means the Wasatch County Council.

"County General Plan" or "General Plan" shall mean the General Plan of Wasatch County.

"Current Approvals" shall have the meaning set forth in the Recitals of this Agreement.

"Developer" means those entities or persons identified as Developer in the preamble, and shall include Developer's successors in interest, transferees and assigns, including, where applicable, assignments to successors in interest or assignees of Developer's rights and obligations under this Agreement. If more than one person is listed as a developer in the preamble, each and every developer listed is jointly and severally liable for all obligations of Developer. The obligations of the Developer shall automatically be assigned to subsequent purchasers of the Project, and subsequent purchasers of the Project or any portion thereof shall expressly assume the obligations of Developer pursuant to this Agreement.

"Development" means the planning, design and construction of buildings, amenities, infrastructure and other improvements pursuant to and consistent with Development Entitlements on the Property.

"Development Code" means the Wasatch County Land Use and Development Code (Title 16 of the Wasatch County Code and the Appendices thereto).

"Development Entitlements" means County-approved plan and other consents, commitments, or agreements necessary to the development of the Property actually granted by the County.

"Director" means the Director of the Wasatch County Planning Department, or his or her designee.

"Effective Date" shall have that meaning set forth in Section 1.1 of this Agreement.

"Final Plat" is an as-built airspace plat, provided by the Developer and approved by the Planning Department which shall be recorded before any occupancy permits are issued for that respective Phase.

"First Phase" is Parcels 1, 2, 3 and 4 on the Property.

"Home Owners Association" means one or more non-profit corporations, formed in accordance with the state and federal law and authorized to impose fees sufficient to perform the maintenance obligations of Developer assumed by it. Per Wasatch Code 16.04.02, the HOA must operate under recorded agreements, each lot/home owner is automatically a member; and each lot is automatically subject to a proportionate share of the expenses for the organization's activities and interest, such as maintaining and operating open spaces, landscaping, common property or facilities. Any assessments against residential units by the Developer for maintenance of development infrastructure and improvements shall be made in conformity with this definition and in conformity with Applicable Law.

“Master Developer” shall be the Developer that received the Project Approval and committed to certain improvements that the master developer shall be responsible, either directly or indirectly, for their installment and completion.

“Master Infrastructure and First Phase Improvements” is defined in Section 3.1(b)(7).

“Master Trail Plan” is the trail plan attached as Exhibit D.

“Open Space” is land which is not covered by dwellings or by pavement or other impervious material which is dedicated to be used perpetually by the owners or the public for some other purpose besides development and is owned by the Home Owners Association, as required by the Project Approval and the Development Code. Exhibit B shows the Open Space.

“JBOZ Code” means the Jordanelle Basin Overlay Zone Title 16, Chapter 15, of the Development Code.

“Phase” is the development of any portion of the Project, including any application to develop a pod of the Project that will be finalized with the recordation of a Final Plat.

“Phase Project Improvements” are defined in Section 3.1(b)(8).

“Planning Commission” shall mean the Wasatch County Planning Commission.

“Project” shall mean the Property and the development on the Property which is the subject of this Agreement, including all Phases or plats regularly approved by the County and any ancillary and additional improvements or endeavors incident to the development of the Project.

“Project Improvements” shall mean all infrastructure improvements intended for public or private use and located within the boundaries of the Project, including but not limited to sewer lines, water lines, roads, electricity, gas, telephone, detention basins, curb and gutter, trails, recreational facilities, and open space.

“Project Approval” shall have the meaning set forth in Recital F of this Agreement, and is attached as Exhibit C to this Agreement.

“Property” shall mean the parcel or parcels of land which are the subject of this Agreement and which are more particularly described in Exhibit A.

“Required Project Amenities” shall mean the amenities required such as: restaurant, spa, pool, workout facility, reservation system, on-site reservation desk, conference center with a minimum of one hundred and fifty people, room service, and any other amenities that were conditions of the approval of this Property.

### **Section 3. OBLIGATIONS OF DEVELOPER AND THE COUNTY**

3.1 Obligations of Developer.

(a) Generally. The Parties acknowledge and agree that the County's agreement to perform and abide by the covenants and obligations of the County set forth herein is material consideration for Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein.

(b) Conditions to Current Approvals. Developer shall comply with all of the following Conditions to Current Approvals:

- (1) Compliance With Conditions Imposed By County: Developer agrees to comply with any and all conditions recommended and approved by the Planning Commission, the County Council, and the Development Review Committee during the permitting and approval process as set forth in the adopted staff reports, written and audio transcripts, reports of action, Power Point presentations and official written minutes of the Planning Commission, the DRC report if adopted by the Council, and County Council. The conditions in such reports, transcripts, and minutes are attached as Exhibit E. Developer understands and agrees that the representations made by Developer as part of the Project Approval are part of the basis for such approval and as such are integral components of the Development. Developer's agrees that such integral components listed below are material to Project Approval and any deviation from such components will void Project Approval and are a violation of this Agreement.
- (2) Phasing: Unless otherwise stated herein, Developer may in his or her discretion develop the Project in Phases. However the first Phase, including all building permits for the first Phase are required to be developed with parcels 1, 2, 3 and 4 at the same time. In developing each Phase, and as part of the Planning Department approval of any Building Permits,, Developer shall, with the approval of the County, ensure the logical extension of the Project Improvements through each Phase and throughout the Project, all in conformance with the requirements of this Agreement, Applicable Law, and the requirements imposed by the County Planning Commission and County Council. Developer understands that additional studies may be required for Phases. Subject to Section 4, each Phase must comply with all requirements of the Development Code.
- (3) Payment of Administrative Fees: Developer agrees to pay all generally applicable Wasatch County fees as a condition of developing the Property and Project.

- (4) *Payment of Impact Fees*: Wasatch County has enacted an impact fee ordinance. Subject to adjustments approved by the Director and/or the County Council, Developer agrees to pay the Wasatch County impact fees due and payable in connection with any structure built by Developer, or Developer's agent, employee, contractor, or subcontractor.
- (5) *Affordable Housing*: the County Council has authorized the Developer to fulfill the affordable housing obligation through payment of a fee in lieu, onsite housing, or offsite housing. When any Final Plat is submitted to the County for approval, the Wasatch County Planning Department will verify the number and size of rooms in the hotel and the total square footage of the public support areas in the hotel and ice event center which include the concessions, rentals, and locker facilities. Taking the final approved building plans, the Wasatch County Planning Department will verify determine the total number of AUEs per Chapter 16.30 and Developer will satisfy the required number of AUEs attributable to the building by providing deed restricted affordable units on site, paying the fee in lieu (\$28,000 per AUE), or by building off-site housing. The AUE obligation for a Phase must be satisfied before any Final Plat is approved, or, in the case of a fee in lieu, before the Final Plat is recorded. Developer's affordable housing obligations as set forth herein are further detailed in a separate Moderate Income Housing Agreement attached at Exhibit F.
- (6) *Special Service District Fees, and Charges*: The following services will be provided to the Project by special service districts, each of which has issued to Developer a "will serve" letter, copies of which are attached hereto as Exhibit G and incorporated by reference herein:

Service	Entity Providing Service
Culinary Water	Jordanelle Special Service District
Irrigation Water	N/A
Trash Removal	Wasatch County Solid Waste Special Service District
Sanitary Sewer	Jordanelle Special Service District

Developer agrees to pay any and all fees imposed by the District in connection with development of the Project, including (but not limited to) fees for plan check and engineering review.

- (7) *Construction or Dedication of Master Infrastructure and First Phase Improvements*: The Master Developer shall be responsible for the completion of fundamental infrastructure requirements for the development of the entirety of Project, excluding infrastructure improvement contained within the perimeter or boundary of a Phase

directly necessary for only one Phase ("Master Infrastructure and First Phase Improvements"). Master Infrastructure and First Phase Improvements include the following: (i) all roads and other improvements within the road rights-of-way within the Property, and sidewalks, curbs, gutter, parking lot lighting required for the overall Project and the First Phase; (ii) dedication and construction of trails shown on the Master Trail Plan and the site plan; (iii) dedication of Open Space (iv) landscaping in areas outside of phases, or necessary for the whole project; (v) parking lot; and (vi) all other improvements necessary for the development of the Property that are not Phase Project Improvements, including any Required Project Amenities that in the County's discretion, should be completed with the First Phase. Each phase will require an administrative site plan approval which will be reviewed and approved prior to issuance of any building permits and shall show all necessary improvements for the Phase and other amenities necessary for the whole Project at that time in the County's sole discretion, on a site plan to be approved by DRC. The primary responsibility and liability for the construction of all Master Infrastructure and Phase Improvements shall rest with the "Master Developer", though this obligation does not exclude additional parties who have liability as indicated in this Agreement or under Applicable Law. The Master Infrastructure and First Phase Improvements shall be completed as the Master Infrastructure and First Phase Improvements are needed as Phases are developed, in the County's sole discretion. While additional Master Infrastructure and First Phase Improvements will be required to be made or bonded for prior to any Phases or Plats being approved, the Developer understands the following Master Infrastructure and First Phase Improvements will need to be completed or bonded for prior to or as part of any Phases being approved: the Required Project Amenities (except the event center), to be completed with the first 31 units. If the Developer utilizes the bonding option, the Required Project Amenity bond must be issued prior to any Final Plats being recorded, and must remain in effect until the Required Project Amenities are complete (except the event center). The Required Project Amenity bonds may be partially released as the bonded work is completed in accordance with Wasatch Code 16.27.21(E). No residential unit may be occupied until an occupancy permit is issued, which occupancy permit cannot be issued until the Required Project Amenities, except the event center, are completed. The hotel commercial building will initially have a work out facility, but the work out facility will also be built in the event center. After the event center is completed, the work out facility in the hotel commercial building will be replaced with a spa. The Developer will begin construction on the event center at the same time as the hotel commercial building.



- (8) *Construction or Dedication of Project Phase Improvements* Project improvements associated with an individual Phase of the Project, as determined in the County's sole discretion, ("Phase Project Improvements") shall be applied for as part of the site plan approval for that Phase. Phase Project Improvements include: (i) all roads and other improvements within the Phase or necessary for the Phase and sidewalks, curbs, gutter, parking lot lighting; (iii) dedication of Open Space or Common Areas associated with the Phase in the County's discretion (iv) landscaping in areas inside of a Phase, or necessary for a Phase, in the County's discretion; (v) parking lot necessary for the Phase; and (vi) all other improvements that are not Master Infrastructure Improvements of First Phase Improvements that are necessary for that Phase in the County's discretion, including Required Project Amenities. Phase Project Improvements shall be inspected and accepted by the County in writing prior to the issuance of any building permit within that Phase. Issuance of a building permit does not waive any improvement requirements.
- (9) *Maintenance of Recreational Facilities:* Developer shall construct certain recreational facilities in conjunction with the Project in accordance with the following schedule:

Recreational Facility	Date of Substantial Completion
Public trails	Concurrent with each phase
[ ]	
[ ]	
[ ]	

Developer shall maintain the above-described recreation facilities in all respects. This obligation may be transferred to the Home Owners Association. Maintenance provided by Developer or the Home Owners Association shall meet or exceed a standard of reasonableness and safety as reasonably established by the County, or in accordance with standards accepted throughout the Wasatch Front, whichever is greater. In the event Developer or the Home Owners Association fails to maintain the recreational facilities, the County may (but is not obligated to) maintain them. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.

A. *Trail Development.* Developer and the County desire to have the trail systems within the Property connect to adjoining properties in all directions to facilitate ultimate connection to a the regional trail plan proposed by the County. Developer

agrees to allow for such connections, and build/allow stub connections to and from adjacent properties at appropriate locations. Trails shall form loops and only in the case of a future off-site connection create a dead end. Prior to construction, back country trails shall be flagged by the Developer and inspected by the County. All trails constructed within Project shall be constructed by a licensed trail contractor and in accordance with Section 16.38 of the Development Code and the International Mountain Biking Association Standards. In areas of steep grades and narrow corridors between platted lots a plan and profile of the trails shall be provided with the preliminary application to ensure that trails are less than an 8% grade as represented at Project Approval approvals. Prior to final plat approval site inspections will need to be performed with property corners staked to ensure that trails meet grade requirements. All plats shall show the location of public trails. After construction of trails, which the Developer shall perform, and prior to bond release a legal description of the public trails easement shall be recorded with 5' from each side of the center line of the trail, unless more is required pursuant to Development Code or another obligation of the Developer.

- (10) *Maintenance of Open Space and Trails*: Developer has granted to the County an open space easement attached hereto as Exhibit B and incorporated by reference herein. Developer has reserved certain portions of the Project as public trails detailed in the Trail Plan attached hereto as Exhibit D and incorporated by reference herein. Developer shall maintain the Open Space and public trails in all respects, including but not limited to landscaping, irrigation, and weed control. Maintenance provided by Developer or the Home Owners Association shall meet or exceed a standard of reasonableness and safety as established by the County. In the event Developer or the Home Owners Association fails to maintain the Open Space and public trails, the County may (but is not obligated to) maintain them. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.
- (11) *Detention pond maintenance*: All detention ponds will remain the property and responsibility of the Developer who receives the initial permit for development of the Phase. The Developer remains responsible for all inspection, maintenance, and repair of the detention areas and drainage swales leading to detention ponds. They shall inspect detention pond for erosion and any changes after every major

storm event but at least monthly. Inspect embankments for any visible signs of erosion, seepage, sloughing, sliding, or other instability. Inspect outlet structures for flow obstructions, cracks, vandalism, or erosion. They shall perform Regular Maintenance, including:

- \* Proceed with corrective measures for observed problems immediately or as soon as weather conditions permit.
- \* Mow grass as required. Remove undesirable vegetation such as trees, bushes, and vines from embankments and pond area.
- \* Fill all eroded gullies and vehicle ruts and compact soil. Backfill any hollow spots under concrete spillways or outlet structures and compact soil. Replace any riprap that has washed away from spillways and pipe outlets. Determine the cause of any slides or sloughs and repair. Take corrective action to prevent future recurrence.
- \* Remove all trash, debris, tree limbs, or other flow obstructions from detention pond, outlet structures, and pipes. Fill all animal burrows and compact soil. Repair vandalism. Maintain pond and outlet structures in good working order.
- \* Do not use pesticides, herbicides, or fertilizers in or around the detention pond. These products will leach from the pond and pollute streams and river.
- \* Make sure that the detention pond is draining properly. Detention ponds are designed to release storm water slowly not hold the water permanently. Improperly maintained ponds can harbor breeding areas for mosquitoes and reduce the storage volume of the pond.
- \* Do not place yard waste such as leaves, grass clippings or brush in ponds.
- \* Remove vegetation from any cracks in concrete spillways or outlet structures and seal with mastic joint filler. Lubricate and test moving parts on gates, valves, etc. Repaint metal parts to prevent rust. Replace badly rusted parts. Remove any accumulated sediment to restore pond to design volume. Reseed with County approved seed mix as necessary to maintain good vegetative cover on exterior of embankments.

Maintenance provided by Developer or the Home Owners Association shall meet or exceed a standard of reasonableness and safety as established by the County. In the event Developer or the Home Owners Association fails to maintain the Open Space and public trails, the County may (but is not obligated to) maintain them. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.

- (12) *Architectural Renderings and Landscape Plan*: Developer has submitted to the County the Architectural Renderings attached hereto as Exhibit H and incorporated by reference herein. Renderings approved by the Planning Commission are the approved renderings. Substantial changes, in the Planning Director's sole discretion, must be approved by the Planning Commission. These Architectural Renderings shall guide future development of the Project. Developer has also submitted to the County the Landscape Plan attached hereto as Exhibit I and incorporated by reference herein. This Landscape Plan shall guide future development of the Project but is preliminary and is subject to minor modifications.
- (13) Parking shall be reviewed on a Phase by Phase basis to ensure adequate parking is provided and meets code for each phase recorded. All required parking shall be hard surface asphalt or concrete. Parking for the event center shall be provided on-site and reviewed along with the Final Plats recorded.
- (14) Building materials renderings and heights as per Exhibit H.
- (15) Dark Sky compliant lighting as per Exhibit J.
- (16) *Bonding*:
- a. *Performance Bonds and Warranty Bonds*. Developer shall post performance and warranty bonds in relation to the Project. Prior to any approval of any Plats or any Phases for any portion of the Project, or the issuance of any building permits in the Development, any Master Infrastructure and First Phase Improvements that the County requires in its discretion to be completed as part of the initial Phase shall be completed, or bonded for. Approval of any Phases will be contingent on an irrevocable Performance Bond being issued for any Master Infrastructure and First Phase Improvements that should be completed as part of that Phase in the County's discretion, and any Phase Infrastructure Improvements associated with that Phase, plus 10%, unless the improvements required are actually constructed. Developer shall post performance and warranty bonds in relation to the Project to cover any onsite and offsite improvements required by the County Code and the planning commission and County Council during the approval process. The bonds shall conform to the requirements of section 16.27.21 of the Wasatch County Code Included with the bond shall be an itemized engineer's cost estimate of all onsite and offsite improvements, trails, landscaping and any other amenities that are part of the approved plan.

- b. *Maintenance Bonds.* For any improvements made by the Developer in any Phase of development, the Developer shall post a bond of either cash or an irrevocable letter of credit on a form approved by the County, in the amount required under the Development Code to cover maintenance expenses for open space, trails, common landscaping, recreational facilities, or other maintenance obligations required under the Development Code within the Project prior to any certificates of occupancy being issued in that Phase. See Wasatch Code 16.27.23(A)(3). If Developer transfers these obligations by written agreement to the Home Owners Association, the County may waive the maintenance bond requirement for that portion of the Project under the Home Owners Association's jurisdiction, subject to the County being provided with evidence of the Association's financial ability to maintain the facilities.
  
- c. *No Third Party Rights.* All bonds, including but not limited to performance, warranty, and maintenance bonds, and related agreements are between the County, Developer (or contractor if applicable), and financial institution. No other party shall be deemed a third-party beneficiary or have any rights under this subsection or any bond or agreement entered into pertaining to bonds. Any other person or entity, including but not limited to owners of individual units or lots, shall have no right to bring any action under any bond or agreement as a third-party beneficiary or otherwise.

(17) Private Roads:

- 1. *Road Maintenance:* All roads in the Project will be private roads, unless the County and the Developer agree otherwise in writing. Private roads shall be constructed in accordance with County standards. The Developer or Home Owners Association shall maintain the road, providing the same level of service provided to other Class B roads in the County. The Developer may transfer the obligation to maintain the private roads to the Home Owner's Association after they have been approved by the County. The transfer to the Home Owners Association will be memorialized by a written agreement approved by the County, if the Developer decides to transfer the obligation.
  
- d. *Snow Removal:* The Developer or Home Owners Association shall provide snow-removal on all private roads in the Project. The Developer may transfer the obligation to plow the private roads to the Home Owner's Association after they have been approved by the County. The transfer to the Home Owners Association will be memorialized by a written agreement

approved by the County, if the Developer decides to transfer the obligation.

(c) Developer Liabilities. The obligations of the Developer, including the Master Developer, shall automatically be assigned and assumed by subsequent purchasers of the Project, but the Master Developer shall not be released from the Master Infrastructure Improvement obligations as a result of the assignment and the assumption by subsequent purchasers. Subsequent purchasers of the Project or any portion thereof shall expressly assume the obligations of Developer pursuant to this Agreement. However, in the event that subsequent purchasers of the Project do not expressly assume the obligations of this Agreement, they shall still be bound to the terms of, and obligations of this Agreement. In the event that the Property is conveyed in part, the fee owner of that portion of the Property shall expressly assume the obligations of this Agreement, though their total liability as Developer for Master Infrastructure and First Phase Improvements shall be limited to the greater of either: a) The ERU value of the Property that the person owns, multiplied by the total cost of the Master Infrastructure and First Phase Improvements, divided by 184.8; or b) The amount of the Property owned by the person that is not open space, multiplied by the total cost of the Master Infrastructure and First Phase Improvements, divided by the total Property in the Project that is not open space. These calculations shall be determined by the County in the County's sole discretion. In no event shall all of the Developers be liable for Master Infrastructure and First Phase Improvements under this Agreement for more than the total cost of the Master Infrastructure and First Phase Improvements, plus the actual cost of enforcing this Agreement.

(d) Duration of Preliminary Plat Approval. Notwithstanding any other provision in this Agreement to the contrary, the provisions of Development Code Section 16.01.16 must be complied with.

### 3.2 Obligations of the County.

(a) Generally. The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for the County's agreement to perform and abide by the covenants and obligations of the County set forth herein.

(b) Conditions to Current Approvals. The County shall not impose any further Conditions to Current Approvals other than those detailed in this Agreement, the Project Approval and in the official minutes of the County Planning Commission and County Council, unless agreed to in writing by the Parties.

(c) Acceptance of Project Improvements. The County agrees, subject to Section 3.1(b)(16), to accept Project improvements as agreed by the County in the future approvals, in accordance with the County Code.

(d) Additional Obligations of the County.

- i. *Road Maintenance:* The that section of Peace Tree Trail located in front of the Project shall be a public road. After the road has been constructed in accordance with County standards and the County has accepted them, the road(s) shall be Class B road(s) and shall be placed on the County Class B road map. The County shall maintain the road(s), providing the same level of service provided to other Class B roads in the County. The priority and method of maintenance shall be determined in the sole discretion of the County. Any road not specifically accepted and assumed by the County shall remain the Developer's.
- ii. *Snow Removal:* The County shall provide snow-removal on that section of Peace Tree Trail located in front of the Project. The County shall provide the same level of service provided to other Class B roads in the County. The priority and method of snow-removal shall be determined in the sole discretion of the County.

Section 4. DEVELOPER RIGHTS AND APPLICABLE LAW

4.1 Developer Rights.

(a) Generally. As of the Acceptance Date, Developer has the vested right to proceed with the development of the Property in accordance with the approvals granted in this Agreement, for the term of the Agreement. The Project Approval approves unit count, site plan, trail plan, and other item listed in Exhibit E subject to compliance with the Development Code in effect on the Acceptance Date. Any recorded Final Plats approved in accordance with this Agreement will be vested in accordance with Utah Code Ann. 17-27a-508 (Acceptance Date). If and to the extent that any provision of this Agreement clearly conflicts with an express provision of the Development Code or Applicable Law, the Development Code or Applicable Law shall control.

(b) Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by the County in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the County to enact such legislation under its police power, such legislation shall not modify Developer's rights as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Utah Code Ann. 17-27a-508 (Acceptance Date), or any other exception or basis for inapplicability of the doctrine of vested rights, recognized under state or federal law.

4.2 Applicable Law.

(a) Applicable Law. The rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law"), including be those rules, regulations, official policies, standards and specifications, including the Development Code as of the Acceptance Date, and other applicable County ordinances, state law, and federal law. However, notwithstanding the foregoing, any person applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, and fire codes, and other County ordinances relating to the placement and construction of the proposed structure, that are in effect at the time the person files with the County a completed application for building permit.

(b) State and Federal Law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

## Section 5. AMENDMENT

5.1 Amendments Generally. Unless otherwise stated in this Agreement, the Parties may amend this Agreement by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project.

## Section 6. DEFAULT; TERMINATION; ANNUAL REVIEW

### 6.1 General Provisions.

(a) Defaults. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a default, terminate this Agreement. If the default is cured prior to termination, then no default shall exist and the noticing Party shall take no further action.

### 6.2 Review by County



(a) Generally. The County may at any time and in its sole discretion request that Developer demonstrate that Developer is in full compliance with the terms and conditions of this Agreement. Developer shall provide any and all information reasonably necessary to demonstrate compliance with this Agreement as requested by the County within thirty (30) days of the request, or at a later date as agreed between the Parties.

(b) Determination of Non-Compliance. If the County finds and determines that Developer has not complied with the terms of this Agreement, and noncompliance may amount to a default if not cured, then the County may deliver a Default Notice pursuant to Section 6.1(a) of this Agreement. If the default is not cured timely by Developer, the County may terminate this Agreement as provided in Section 6.1(b) of this Agreement.

(c) Notice of Compliance. Within thirty (30) days following any written request which Developer may make from time to time, accompanied by a \$750 processing fee, the County shall execute and deliver to Developer a written "Notice of Compliance," duly executed and acknowledged by the County, certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and (iii) any other reasonable information requested by Developer.

### 6.3. Default by the County.

In the event the County defaults under the terms of this Agreement, Developer shall have all rights and remedies provided in Section 6.1 of this Agreement and provided under Applicable Law. Except for cases of fraud or intentional misrepresentation, in no event shall County's total monetary liability for breaching this Agreement exceed \$100,000.00.

### 6.4. Enforced Delay; Extension of Time of Performance.

Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorist acts, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Changes in the market, or the financial standing of the Parties shall not serve as a basis for excused performance. Upon the request of either Party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

6.5. Annual Review.

Developer and the County shall (at the discretion of the County) meet annually to review the status of the Project and to review compliance with the terms and conditions of this Agreement.

Section 7. DEFENSE AND INDEMNITY

7.1 Developer's Actions.

Developer shall defend, hold harmless, and indemnify the County and its elected and appointed officers, agents, employees, and representatives from any and all claims, costs, judgments and liabilities (including inverse condemnation) which arise directly or indirectly from the County's approval of the Project, construction of the Project, or operations performed under this Agreement by (a) Developer or by Developer's contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors.

7.2 Hazardous, Toxic, and/or Contaminating Materials. Developer further agrees to defend and hold harmless the County and its elected and/or appointed boards, officers, employees, and agents from any and all claims, liabilities, damages, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence of hazardous, toxic and/or contaminating materials on the Project solely to the extent caused by the intentional or negligent acts of Developer, or Developer's officers, contractors, subcontractors, employees, or agents.

7.3 County's Actions.

Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the County or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the County, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the County of improvements that have been offered for dedication and accepted by the County for maintenance.

Section 8. TRANSFER OF MAINTENANCE OBLIGATIONS.

8.1 Creation of Home Owners Association. The Developer will transfer certain maintenance obligations to the Home Owners' Association. The Association shall be a non-profit corporation formed in accordance with the state and federal law. The Association shall have authority to impose fees sufficient to perform the maintenance obligations transferred to it.

8.2 Written Transfer Agreement Required. When the Developer transfers some or all of the Developer's maintenance obligations to the Home Owners Association, Developer shall do so by written transfer agreement approved by the County, which approval by the County shall take place in a reasonable time, not to exceed 30 days, provided the Developer and Home Owners Association do not request additional changes. In no event shall the County shall bear liability for the Developer's maintenance obligations, including for the County's review and approval of the written transfer agreement.

8.3 Written agreement prior to release of Out-of-pocket account. Prior to the Out-of-pocket account being released the Developer shall request in writing the release of the funds. Any un-bonded items must be inspected and signed off prior to release.

#### Section 9. INSURANCE CERTIFICATES.

9.1 Insurance Certificates. Prior to beginning construction on the Project, Developer shall furnish to the County certificates of general liability insurance indicating that the County has been added as an additional named insured with respect to construction of infrastructure, project improvements, and recreational facilities within the Project. Until such time as the Project Improvements described in Section 3.1(b) of this Agreement are completed and approved by the County, such insurance coverage shall not terminate or be canceled or the coverage reduced until after thirty (30) days' written notice is given to the County.

#### Section 10 NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the Parties that: (1) the subject Project is a private development; (2) the County has no interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the County accepts the same pursuant to the provisions of this Agreement; (3) Developer shall have full power over and exclusive control of the Property and Project herein described, subject only to the limitations and obligations of Developer under this Agreement; and (4) the County and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership express or implied between the County and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the County and Developer.

#### Section 11: MISCELLANEOUS

11.1 Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

11.2 Subjection and Subordination. Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to the County.

11.3 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

11.4 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

11.5 Construction. This Agreement has been reviewed and revised by legal counsel for both the County and Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

11.6 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

11.7 Covenants Running with the Land.

The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots, as opposed to Subdivided plats or Parcels, in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.

11.8 Method of Enforcement.

The County may look to Developer, the Home Owners Association, or collectively to each lot or unit owners in the Project for performance of the provisions of this Agreement relative to the portions of the Project owned or controlled by such party. Any cost incurred by the County to secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to individual lots or units in the Project, on a parity with and collected at the same time and in the same manner as general County taxes and assessments that are a lien on the Project. The County may pursue any remedies available at law or in equity, including the withholding of building permits or certificates of occupancy, to ensure compliance with this Agreement.

11.9 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach.

11.10 Remedies. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

11.11 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. Any dispute regarding the Agreement that cannot be resolved by the parties shall be resolved in a court of competent jurisdiction in the State of Utah within 50 miles of Wasatch County.

11.12 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

11.13 Requests to Modify Use Restrictions. Developer's successors, heirs, assigns, and transferees shall have the right, without the consent or approval of any other person or entity owning property in any other part of the Project, to request that the County modify any zoning classification, use, density, design, setback, size, height, open space, road design, road dedication, traffic configuration, site plan, or other use restrictions associated with that portion of the Project to which the successor, heir, assign, or transferee holds title. The County shall consider any such request, but is not required to grant it.

11.14 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.
- (b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.
- (c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

11.15 No Third-Party Beneficiaries. This Agreement is between the County and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

## **Section 12. NOTICES**

Any notice or communication required hereunder between the County and Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

### **If to the County:**

**DOUG SMITH**  
**Director**  
**Wasatch County Administration Building**  
**55 South 500 East**  
**Heber City, UT 84032**

### **With Copies to:**

**SCOTT SWEAT**  
**Wasatch County Attorney**  
**805 West 100 South**  
**Heber City, UT 84032**

**If to Developer:**

**Justin Griffin  
7026 S. 900 E.  
Midvale, Utah 84047**

**With Copies to:**

**Jeremy C. Reutzel  
3165 East Millrock Drive, Suite 500  
Salt Lake City, Utah 84121**

**Section 13. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS**

Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the County and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A - Legal Description of the Property

Exhibit B – Open Space

Exhibit C – Project Approval

Exhibit D – Master Trail Plan and Internal Pedestrian Access Plan

Exhibit E – Conditions to the Project Approval

Exhibit F – Affordable Housing Plan

Exhibit G – Will Serve Letters

Exhibit H - Architectural Renderings and Roof Plan (approved by Planning Commission)

Exhibit I – Landscape Plan

Exhibit J – Misc. items: rendering of dark sky compliant parking lot lights,

Exhibit K – DRC report

Exhibit L – CMT and AGEC soils reports

Exhibit M – Andy Dahmen letter of August 16, 2016

Exhibit N – Parking matrix referred to in condition #15

Exhibit O – Approved meeting minutes

**Section 14. RECORDATION OF DEVELOPMENT AGREEMENT**

No later than ten (10) days after the County enters into this Agreement, the County Clerk shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Wasatch.

[Balance of page left blank intentionally.]



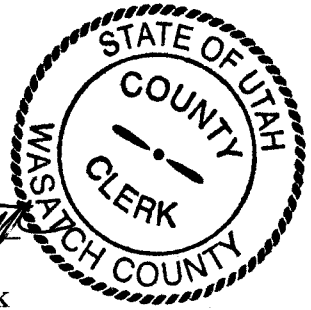
IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and the County as of the date and year first above written.

WASATCH COUNTY:

[Signature]  
Wasatch County Manager

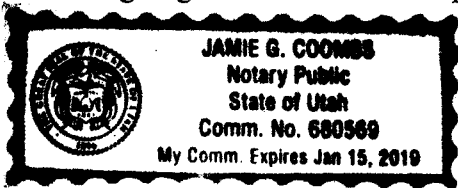
Attest:

[Signature]  
BRENT TITCOMB,  
Wasatch County Clerk  
Auditor



STATE OF UTAH            )  
  ss:  
COUNTY OF WASATCH    )

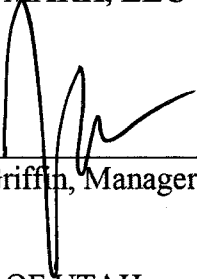
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of January, 2017, by Mike Davis, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by Brent Titcomb, who executed the foregoing instrument in his capacity as the Wasatch County Clerk Auditor.



[Signature]  
NOTARY PUBLIC  
Residing at: Wasatch County

My Commission Expires:  
Jan. 15, 2019

JOVID MARK, LLC



Justin Griffin, Manager

STATE OF UTAH )

COUNTY OF Salt Lake :SS

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, 2017, by Justin Griffing, who executed the foregoing instrument in his capacity as the Manager of Developer, a Utah limited liability company.



NOTARY PUBLIC

Residing at: Draper, UT

My Commission Expires:

2/23/21

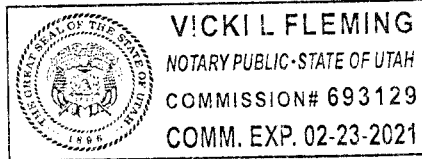


EXHIBIT A

## PROJECT DEVELOPMENT AGREEMENT - PROPERTY

## [Legal Description of Property]

A parcel of land located in the Northwest 1/4 and the Southwest 1/4 of Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point being on the north right-of-way line of Utah State highway 248. Said point being N 00°44'47" W 129.60 feet along the section line and East 1,309.87 feet from the West Quarter Corner of section 6 Township 2 South, Range 5 East, Salt Lake Base and Meridian, and running thence along said right-of-way the following 3 calls, 1) thence N 32°49'54" W 420.67 feet; 2) thence N 40°57'51" W 372.21 feet; 3) thence N 30°14'22" W 42.08 feet to the Browns Canyon Road right-of-way and a point on a non-tangent 261.00' radius curve to the left; thence along Browns Canyon Road right-of-way the following 3 calls, 1) thence along the arc of said curve 25.61 feet through a delta of 5°37'18" (chord bears N 45°00'04" E 25.60 feet) to a point of a non-tangent 257.08-foot radius curve to the left; 2) thence along the arc of said curve 47.26 feet through a delta of 10°31'59" (chord bears N 30°55'32" E 47.19 feet) to a point on a non-tangent 256.00' radius curve to the left; 3) thence along the arc of said curve 114.94 feet through a delta of 25°43'30" (chord bears N 18°54'40" E 113.98 feet); thence N 80°54'13" E 62.31 feet to the Peace Tree Trail right-of-way and a point on a non-tangent 175.00' radius curve to the left; thence along said right-of-way the following 6 calls, 1) thence along the arc of said curve 54.21 feet through delta of 17°44'57" (chord bears S 23°03'33" E 53.99 feet); 2) thence S 31°56'02" E 103.73 feet to a point on a 225.00' radius curve to the left; 3) thence along the arc of said curve 151.73 feet through a delta of 38°38'14" (chord bears S 51°15'09" E 148.87 feet); 4) thence S 70°34'16" E 168.30 feet; 5) thence S 70°34'16" E 118.25 feet to a point on a 300.00' radius curve to the left; 6) thence along the arc of said curve 46.21 feet through a delta of 8°49'29" (chord bears S 74°59'02" E 46.16 feet; thence South 103.14 feet; thence S 70°51'25" E 167.43 feet; thence S 38°11'47" E 215.97 feet; thence South 953.37 feet to the said highway 248 right-of-way line, thence along said right-of-way the following 3 calls, 1) thence N 29°27'41" W 439.56 feet to a point on a 11,692.72' radius curve to the left; 2) thence along the arc of said curve 452.29 feet through a delta of 2°12'59" (chord bears N 30°34'10" W 452.26 feet); 3) thence N 0°07'41" E 0.04 feet back to the point of beginning.

Contains is 11.75 acres. More or less.

**EXHIBIT B  
PROJECT DEVELOPMENT AGREEMENT  
OPEN SPACE**

**THERE IS NO OPEN SPACE IN THE PROPSAL.**

**There are areas of the site that will be open and landscaped as per the attached landscape plan but is not considered open space as far as description and ownership.**

**EXHIBIT C**

**PROJECT DEVELOPMENT AGREEMENT  
[Project Approval]**

**WASATCH COUNTY**  
**Planning Commission Staff Report**  
December 11, 2014

**ITEM: 5**

Richard Wolper, representative for Mark 25 LLC., is requesting a rezone of approximately 11.74 acres from open space and neighborhood commercial to a Community Commercial zone. The proposal is to rezone parcels B, C and D in Iroquois Phase 2 which contains 3.74 acres of commercial, and 8 Acres of open space in Deer Canyon Preserve. The proposal is located between Highway 248 and Peace Tree Trail. With frontage on Peace Tree Trail in Section 6, Township 2 South, Range 5 East in the JBOZ (Jordanelle Basin Overlay Zone).

**BACKGROUND:**

This proposal is on the south side of Iroquois phase 2 between Peace Tree Trail and Highway 248 and includes 8 acres in Deer Canyon Preserve along their west boundary. The proposal is to rezone 3.74 acres in the existing Iroquois phase 2 plat from neighborhood commercial to community commercial and 8 acres in Deer canyon Preserve from open space to community commercial.

If the rezone is approved to community commercial hotels are allowed as a conditional use which would be applied for at a future meeting. The proposal is for a 250 room hotel on the 11.74 acres. The property is located in Area B of the Jordanelle Basin Overlay Zone.

**PROJECT SUMMARY:**

- Existing Zoning is open space (in the Deer Canyon Preserve Plat) and community commercial (in the Iroquois phase 2 plat).
- Total acreage to be rezoned is 11.74 acres.
- The proposal, if approved, is for a hotel which will require a conditional use and site plan approval.
- Deer Canyon Preserve subdivision is approximately 60% open space (246.16 acres). County code requires a minimum of 40%.

**ANALYSIS:**

**Traffic Analysis** – As of the date of the writing of this report the third party traffic consultant has not provided written input however there will be a report provided by the time of the meeting. Staff is concerned about maintaining capacity at the intersection of Peace Tree Trail and Browns Canyon as well as the intersection of Browns Canyon and Highway 248 with the increase of a 250 room hotel.

**Soils report** – A soils report has been provided. Prior to site plan and conditional use approval there will be a third party review performed.

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**Building renderings** – The applicant has provided renderings that fit in with the general intent of the Jordanelle Land Use plan. These will be further reviewed at site plan approval.

**Hotel Use** - The proposed use complies with the code, only if the rezone is approved. The intent of the code is to only allow the higher intensity hotel use in areas that made sense. This parcel adjacent to Highway 248 with immediate access onto Browns Canyon seems to make sense as long as the traffic analysis recommends approval.

**Rezone** – The property within the Iroquois plat is currently zoned neighborhood commercial. The neighborhood commercial zone does not allow for hotels (which is what is being proposed). The community commercial zone is a more intense commercial zone that allows hotels as a conditional use

**Constraints analysis** – As part of the rezone proposal a constraints analysis is required. The following items have been reviewed as part of the constraints analysis.

A Physical Constraints Analysis has been conducted as per Section 16.29.13 as identified below:

1. Natural slopes over thirty percent (30%) grade are not allowed as building sites (natural slopes over 25 percent require special studies for stability);

*The soils report by CMT Engineering will be sent out for the site plan review. Any specific areas over 25% slope and contained in a building envelope will have to have a site specific soils report done. At this step of approvals the soils report should verify that the proposal is feasible with additional detail at site plan and conditional use approval.*

2. The project will not show any structures within fifty (50) feet of any fault line. *According to the preliminary geotechnical engineering study, no active faults are identified on the property. The closest identified fault is about 2.5 miles away.*
3. The project will not consist of activities on or disturbance of any wetland area, except as approved by the Army Corps of Engineers. *NO wetland areas were found on the development site.*
4. The project will not contain any platted lot within any landslide hazard areas unless approved by the Planning Commission as part of the open space area. *This should be addressed at the site plan conditional use approval.*
5. The project will not consist of any development within any flood hazard area, except as provided in Chapter 16.28.04 of this title. *There were no areas of*

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*flood hazard or natural drainage channels determined to be on the site. This should be explored further at preliminary and final.*

6. The project will not consist of any development within any shallow-ground water hazard areas, areas of springs or seeps or surface water areas. *The preliminary geotechnical report states that groundwater was not encountered.*
7. The project will not consist of any development within any areas that are recommended locations for detention basins or established road and utility corridor. *Storm water will be conveyed to the pond south at the intersection of Highway 248 and Browns Canyon Road.*
8. The project will avoid any development that will protrude above any ridgelines, except as provided in Section 16.27.20. *A photo simulation of the site was performed from the four closest viewing platforms and it appears with further refinement the ridgeline ordinance can be complied with.*
9. The project will include a preliminary geotechnical evaluation of the site. *A preliminary geological study was included as part of the application submittal. No significant information was established that would limit development of the property however more detail should be provided before the rezone is approved.*
10. The project will include a concept plan showing road and lot layout, open space, etc. *A concept plan has been provided that shows the road, utility plan, trail plan, drainage plan, open space, and lot layout.*

**POSSIBLE FINDINGS:**

- ◆ At this step enough information must be provided to determine that the density can work on the site and that the proposal is feasible.
- ◆ If the rezone to community commercial is approved the hotel is required to get a conditional use permit and site plan approval.
- ◆ There is a traffic study currently being reviewed to determine the capacity of the intersections with the 98 additional units in Black Rock phases 4-7 as well as the 250 units in the hotel.
- ◆ The Planning Commission and Council should make a finding that the proposal is consistent with the area and the density proposed is appropriate.



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- ◆ The applicant has portrayed that this hotel will be a 4-5 star boutique type hotel. This should be a condition of approval.

**ALTERNATIVE ACTIONS:**

1. Recommendation for Conditional Approval. This action may be taken if the Planning Commission is comfortable with the physical constraints analysis, the proposed master plan, and density determination and feels that any concerns can be mitigated by placing conditions.
2. Recommendation for Continuance. This action may be taken if the Planning Commission feels that there are unresolved issues.
3. Recommendation for Denial. This action may be taken if the Planning Commission finds that the request will impact Wasatch County negatively.

**POSSIBLE CONDITIONS**

- 1) Prior to this approval a traffic analysis review should be done by the third party reviewer to determine that the intersections will maintain their function.
- 2) The soils report should state that the proposal, as shown, is feasible from a geotechnical standpoint. Future soils reports at conditional use and site plan will be reviewed by a third party reviewer.
- 3) The Planning Commission and County Council must determine that the use is appropriate for the area.
- 4) The hotel is required to be a 4-5 star boutique hotel.
- 5) A portion of the road going into Deer Canyon Preserve that services the hotel should be made public.

**WASATCH COUNTY**  
**Wasatch County Planning Staff Report**  
**May 14, 2015**

**ITEM: 2**

Richard Wolper representative for, JOVID hotel LLC. is requesting conditional use and site plan approval for a hotel on approximately 11.74 acres. The proposed hotel contains 250 rooms, restaurant, spa, ice skating rink and a conference center. The proposal is located between Highway 248 and Peace Tree Trail with frontage and access on Peace Tree Trail and south of the Iroquois phase 2 units and more specifically located in Section 6, Township 2 South, Range 5 East in the JBOZ (Jordanelle Basin Overlay Zone).

**BACKGROUND:**

This item was continued from the April 16<sup>th</sup> Planning Commission agenda. The public hearing portion of the meeting was closed but the conditional use approval was continued to the May 14<sup>th</sup> meeting so that the applicant could work through issues with the review engineer and clean up the items that the Planning Department had listed as conditions.

This proposal received approval for a rezone and plat amendment by the County Council. The conditions of the Planning Commission and County Council are included in this report and are also recommended conditions for the site plan and conditional use approval.

The proposal is for a 250 room condo hotel which means that rooms will be individually owned with small kitchens and are intended to be in a warm bed rental pool and rented on a short term basis. In order to help keep the proposal as a hotel and not a long term rental situation the Council enacted requirements that will be in the development agreement that includes; that the hotel be considered "full service" and include amenities such as; room service, pool, spa, conference center, front desk, restaurant etc.

The site has received a rezone approval and a plat amendment to create the pad site for the hotel.

The Conditions placed on the proposal by the Planning Commission at the rezone are as follows:

1. Prior to this approval a traffic analysis review should be done by the third party reviewer to determine that the intersections will maintain their function.
2. The soils report should state that the proposal, as shown, is feasible from a geotechnical standpoint. Future soils reports at conditional use and site plan will be reviewed by a third party reviewer.
3. The Planning Commission and County Council must determine that the use is appropriate for the area.
4. The hotel is required to be a 4-5 star boutique hotel.
5. A portion of the road going into Deer Canyon Preserve that services the hotel should be made public.

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May 14, 2015

At the County Council meeting on the rezone there was a lengthy discussion about the proposal and the quality of the hotel. There was a discussion about branding, the number of stars (originally this was proposed to be a 5-star hotel), services provided etc. In the end it was determined that all the planning commission items would be required except condition number 4. In lieu of that condition was the requirement that it be a full service hotel and include a restaurant, spa, pool, workout facility, reservation system, reservation desk, conference center with a minimum occupancy for 150 people and room service.

The use is a conditional use and requires notice of all property owners within 500'. As of the writing of this report no questions have been received from neighboring property owners.

This is a final approval by the Planning Commission. There should be few if any conditions if the approval is granted.

**PROJECT SUMMARY:**

- Total acreage for hotel site is 11.74 acres.
- 250 room condo hotel meaning rooms will be individually owned with kitchens.
- The Planning Commission enacted a 55' height limit.
- The County Council required that the hotel be considered a full service hotel with certain amenities required to be in the development agreement.

**ANALYSIS:**

**Full service Hotel** – Below is discussion and the verbatim motion by councilmember Farrell:

Doug Smith, the Wasatch County Planner, addressed the Wasatch County Council and indicated that he likes the idea of a voluntary development agreement saying that the hotel will have a restaurant, common space, full service front desk, room service, all of those amenities, whatever they may be that are required to be a full service hotel and when the site plan comes in and the floor plan comes in that would be checked for a conference room, restaurant.

**Councilman Farrell will amend my motion that we accept the findings and conditions outlined by the Wasatch County Planning Commission with the exception of Condition No. 4 and that the developer is to provide a full service hotel that would include a restaurant, spa, pool, workout facility, reservation system, reservation desk, conference center with a minimum of one hundred and fifty people, room service and these items will be included in the development agreement and to accept the staff report. Councilman Capson seconded the motion. The motion carries with the following vote:**

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Since the requirement for a 4 or 5 star hotel was dropped the intent with requiring a full service hotel was to maintain quality and limit year round use.

Below are the conditions that were listed in the April Planning Commission Staff report. The applicant has stated how they have been addressed in red.

1. Heights to be approximately 55' from existing natural grade the proposal has a portion that is 59'4". The Planning Commission should make a determination on this. Our revised sections have been adjusted to conform to height restriction of approximately 55'. Please see revised A301 and A201.
2. The Planning Commission will need to determine that findings for conditional uses listed in Section 16.23.07 (below) have been met.
3. All retaining walls must have a step at no more than a 10' interval. The civil drawings show heights of retaining walls no greater than 10 ft. We added a detail of retaining walls and design on revised Sheet AS101.
4. Retaining walls are vertical. Treatments for retaining walls need to be shown. Are they faced? Hilfiker walks? See revised detail on Sheet AS101. Walls will be faced with stone veneer.
5. Dumpster/loading locations must be screened. The dumpster and loading area are inside the building. A note was added to revised sheet AS101.
6. Roof vents to be grouped into false chimneys. A note was added to revised Sheet A201 indicating the requirement to group vents, as well as shown on the elevation drawings.
7. Stone veneer should cover steps in the foundation. Will comply. Stone veneer shown on exterior elevations.
8. Moderate income housing study needs to be performed and a determination made by the County Council and Housing Authority. We will adhere to the moderate income housing report and requirements 16.30.03
9. A single professional rental agency should be a condition of approval to handle short term rentals not individual unit owners renting units through the internet. The professional rental agency will be the Hotel itself, and their will be absolutely no subletting, leasing, or any other rental companies to handle any short term rentals. These units will be strictly rented through the hotel.
10. A clear phasing plan with improvements outlined for each phase. In our meeting with you, Rich, Paul, Bo, and Andy, it was determined to delete the phasing lines, and add a note indicating the infrastructure and trails will be completed before occupancy is granted. We added a note on Sheet AS101 indicating that all infrastructure will be completed in the first phase.

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11. A development agreement approved by the County Council needs to be recorded with the plat. The DA must include all amenities for a full service hotel, landscape plans, trails minutes, power point presentation etc. We will work with you and the county to complete the development agreement before vertical construction commences.
12. What is meant by "Future" trails? It needs to be determined when these will be built. The revised drawings do not refer to any "future" trails. We show connecting to existing trail system.
13. Weed barrier on trails need to be included in the cross section. Refer to revised AS102, attached.
14. The soils report dated March 11, 2015 by AGEC must be complied with during the construction process. We have added this note to revised AS101, attached.
15. A determination needs to be made on the shared parking. We have provided a parking matrix with parking memo justifying shared parking.
  - Items 8, 9, 11. The Developer is working on responses to these items.

**POSSIBLE FINDINGS:**

- At the April 16<sup>th</sup> Planning Commission meeting public comment was taken and then the public hearing portion of the meeting was closed.
- The subject site was rezoned to community commercial which allows for hotels as a conditional use.
- The conditional use requires negative impacts (if any) to be mitigated.
- The heights were limited to approximately 55' from natural grade.
- The Planning Commission must find that the proposal complies with the findings listed in 16.23.07 for conditional uses.
- Notice was sent to all property owners within 500' and no negative comments have been received as of the writing of this report.
- Staff believes that the parking is acceptable due to he shared parking opportunities.

**ALTERNATIVE ACTIONS:**

1. Continuance. This can be taken if the Planning Commission feels that there are items that need to be addressed and are not comfortable granting approval at this time.
2. Conditional approval. This action can be taken if the Planning Commission feels that there are items that can be addressed by placing conditions on the approval.
3. Denial: This action can be taken if the Planning Commission feels that the project does not meet the intent of Title 16.

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**POSSIBLE CONDITIONS**

- 1) All items listed in the 15 conditions above and how they are being addressed by the applicant should be a requirement of the approval.
- 2) The Planning Commission will need to determine that findings for conditional uses listed in Section 16.23.07 (below) have been met.
- 3) A development agreement approved by the County Council needs to be recorded with the plat. The DA must include all amenities for a full service hotel, landscape plans, trail plans, materials and renderings, minutes and power point presentation etc.

**Section 16.23.07 General Standards and Findings Required. (Conditional Uses)**

These standards shall be in addition to any standards set forth in this Land Use Ordinance for the zoning district wherein the proposed Conditional Use will be established. If there is a conflict between these standards and those set forth for the appropriate zoning district, the more specific standard control. The County shall not issue a Conditional Use Permit unless the issuing department or commission finds:

- (1) The application complies with all requirements of this Title;  
*Setbacks, building heights, parking requirements (if approved by the Planning Commission) are in compliance with the requirements of the code.*
- (2) The business shall maintain a business license if required;  
*The applicant will maintain a business license.*
- (3) The use will be compatible with surrounding structures in use, location, scale, mass, design and circulation;  
*From the higher end of the site closest to the existing road the heights will be more consistent with the lower density residential. The intent is to step the heights down the hillside as the project moves south.*
- (4) The visual or safety impacts caused by the proposed use can be adequately mitigated with conditions;  
*All the requirements from the rezone regarding road improvements are required to be made.*
- (5) The use is consistent with the Wasatch County General Plan;  
*This was determined at the rezone approval.*
- (6) The effects of any future expansion in use or scale can be and will be mitigated through conditions;  
*Any expansion would require an additional conditional use approval.*

(7) All issues of lighting, parking, the location and nature of the proposed use, the character of the surrounding development, the traffic capacities of adjacent and collector streets, the environmental factors such as drainage, erosion, soil stability, wildlife impacts, dust, odor, noise, and vibrations have been adequately mitigated through conditions;

*All lighting is required to be dark sky compliant. The use will have to fit in with the neighborhood as far as all impacts. If there are impacts that need to be mitigated then the Planning Commission can require them.*

(8) The use will not place an unreasonable financial burden on the County or place significant impacts on the County or surrounding properties, without adequate mitigation of those impacts;

*The intent of the requirement for a full service hotel is to hopefully keep the use as a hotel not an apartment building. If the proposal changes from a condo hotel with short term rentals and second home taxation to an apartment complex the fiscal analysis could become a negative.*

(9) The use will not adversely affect the health, safety or welfare of the residents and visitors of Wasatch County.

*No issues have been identified.*

(10) Any land uses requiring a building permit shall conform to the International Uniform Building Code Standard. *Required*

**Wasatch County  
Planning Commission  
August 11, 2016**



**Item #3**

**JOVID Mark Hotel  
and Event Center**

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**Amended  
Conditional Use & Site Plan**

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PLANNING COMMISSION APPROVAL - DOES NOT GO ON TO COUNTY COUNCIL



**To:** Planning Commission

**From:** Doug Smith

**Date:** August 4, 2016

**Re:** JOVID Mark Hotel, Item #3

As the Planning Commission is aware the JOVID Hotel was continued from the July 14<sup>th</sup> meeting to address some issues prior to it being heard. The Planning Commission continued it to the August 11<sup>th</sup> meeting. There were a number of conditions on the staff report that had not been completed and the DRC (Development Review Committee) report was not signed off by all departments. The attached staff report is the same as the July staff report just with the August date. The applicant has committed to comply with all conditions. Staff would like drawings to review so we know that they are in compliance. The geotechnical issues have not been addressed. The applicant's geologist was working on getting something to our review geologist. They were told they would have until August 9<sup>th</sup> to have that addressed with our geologist.

As mentioned the applicants have committed to comply with all the conditions listed in the staff report however, I have asked for documentation for the following which they are working on and need to be addressed prior to approval.

1. Roof plan showing the pitches on the roof for the hotel
2. Plan view of the ice rinks showing the columns on the fronts of the building to scale so we know that the code is met regarding breaking up the facade
3. Geotechnical statement on landscaping between the walls
4. Color renderings of all the structures showing materials and colors for the power point
5. Sign off from the DRC (affordable housing, SSD and planning)
6. We need to have sign off by Doug Hawkes by Tuesday the 9<sup>th</sup>

**WASATCH COUNTY**  
**Wasatch County Planning Staff Report**  
**August 11, 2016**

**ITEM: 3**

Richard Wolper, representative for JOVID Mark Hotel and Event Center, is requesting an amended conditional use and site plan approval for a hotel on approximately 11.74 acres. The proposed density for the hotel has not changed from the previously approved 250 individual condo/hotel units. The project includes a restaurant, spa, ice skating rink(s) and conference center. The request has changed the layout, architecture and number of stories. The proposal is located between Highway 248 and Peace Tree Trail with frontage and access on Peace Tree Trail and south of the Iroquois phase 2 units and more specifically located in Section 6, Township 2 South, Range 5 East in the JBOZ (Jordanelle Basin Overlay Zone).

**BACKGROUND:**

This proposal received conditional use and site plan approval at the May 14, 2015 Planning Commission meeting. The applicant has also been issued a grading permit to start work on the site based on the previously approved site plan and conditional use permit. The applicant has proposed a number of changes to the plan including changes to the building façade, expanded building footprint, an additional event center with parking on top, going from 4 stories to 5 and general site plan adjustments. The changes are substantial enough to require a review by the Planning Commission and new notice to be sent to neighboring property owners within 500'.

I am basing my opinion that the proposal has to come back to the Planning Commission on section 16.23.06 (D) which states the following:

*Modification or Revocation of Conditional Use Permit: The planning commission shall hold a hearing upon the question of modification or revocation of a conditional use permit granted pursuant to the provisions of this section.*

A rezone of the 11.74 acres where the proposal is located was approved in December of 2014 by the county council from open space and neighborhood commercial to community commercial, which allows for hotels as a conditional use. The minutes from the original Planning Commission and County Council meetings are attached for reference.

The proposal is for a 250 room condo hotel (the previous approval was also for a 250 room condo hotel) which means that units will be individually owned with kitchens and are intended to be in a warm bed rental pool and rented on a short term basis. Each unit may have several rooms however there will not be the opportunity to "lock out" or rent any of the rooms separately from the larger unit.

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To hopefully keep the proposal as a hotel and not a primary residence housing situation the Council enacted requirements that will be in the development agreement that include; that the hotel be considered "full service" and include amenities such as; room service, pool, spa, conference center, front desk, restaurant etc.

At the County Council meeting on the rezone there was a lengthy discussion about the proposal and the quality of the hotel. There was a discussion about branding, the number of stars (originally this was proposed to be a 5-star hotel), services provided etc. In the end it was determined that all the planning commission recommendations would be required except the condition that required it to be a branded hotel. In lieu of that condition was the requirement that it be a full service hotel and include a restaurant, spa, pool, workout facility, reservation system, reservation desk, conference center with a minimum occupancy for 150 people and room service.

There are a number of concerns if the proposal were to end up being a primary residences. Namely that the County loses out on the second home tax, transient room tax and has to provide additional services like bussing and other impacts to the schools. Also if the use ended up being primary residences (a condo project) the parking for the proposal should be twice what is required for a condo-hotel.

The proposal has changed from what was originally approved. The most noticeable differences are that the building has gone from a 4 story to a 5 story and that the building footprint has been enlarged. These changes among others require it to come back to the Planning Commission for a conditional use review and new public hearing.

This is a final approval by the Planning Commission and the proposal will not be seen again. There should be few if any conditions if the approval is granted. The planning Commission should feel comfortable with the conditions and they should also ensure that the proposal is in compliance with the conditional use section of the code 16.23.07 listed below.

**PROJECT SUMMARY:**

- Total acreage for the hotel site is 11.74 acres.
- 250 room condo hotel meaning rooms will be individually owned with kitchens and only one ingress/egress for each condo hotel unit, into the common hallway.
- The Planning Commission enacted a 55' height limit which is still the case even with the added 5<sup>th</sup> story.
- Landscaping is 197,322 SF (38.5%)
- Approximate square footage of the units range from 400-1,250
- Two ice rinks; one competition and one practice rink. The practice rink was not shown on the original site plan.

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- The proposal revises the hotel footprint from 56,836 square feet to 78,001 square feet.
- The County Council required that the hotel be considered a full service hotel with certain amenities required to be in the development agreement.

**ANALYSIS:**

***Full Service Hotel*** – Part of the concern of any condo hotel is that it remain a condo hotel with short term rentals and second home owners. We do not want nor has it been presented that primary residents will be living in the condo units. If so the County loses a great deal of taxes and has to provide increased services. The intent with the requirement for a full service hotel was an attempt to keep the condo units in a warm bed rental situation and discourage primary residents. Below is discussion and the verbatim motion by councilmember Farrell at the time of the rezone:

**Doug Smith, the Wasatch County Planner, addressed the Wasatch County Council and indicated that he likes the idea of a voluntary development agreement saying that the hotel will have a restaurant, common space, full service front desk, room service, all of those amenities, whatever they may be that are required to be a full service hotel and when the site plan comes in and the floor plan comes in that would be checked for a conference room, restaurant.**

**Councilman Farrell will amend my motion that we accept the findings and conditions outlined by the Wasatch County Planning Commission with the exception of Condition No. 4 and that the developer is to provide a full service hotel that would include a restaurant, spa, pool, workout facility, reservation system, reservation desk, conference center with a minimum of one hundred and fifty people, room service and these items will be included in the development agreement and to accept the staff report. Councilman Capoen seconded the motion. The motion carries with the following vote:**

Since the requirement for a 4 or 5 star hotel was dropped the intent with requiring a full service hotel was to maintain quality and limit year round use.

Below are the conditions that were listed in the May 14, 2015 Planning Commission Staff report and that should also be a requirement of this amended approval. The applicant has stated how they have been addressed in *Italicized* print.

1. Heights to be approximately 55' from existing natural grade the proposal has a portion that is 59'4". The Planning Commission should make a determination on this. *Our revised sections have been adjusted to conform to height restriction of approximately 55'. Please see revised A301 and A201.*

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2. The Planning Commission will need to determine that findings for conditional uses listed in Section 16.23.07 (below) have been met.
3. All retaining walls must have a step at no more than a 10' interval. *The civil drawings show heights of retaining walls no greater than 10 ft. We added a detail of retaining walls and design on revised Sheet AS101.*
4. Retaining walls are vertical. Treatments for retaining walls need to be shown. Are they faced? *See revised detail on Sheet AS101. Walls will be faced with stone veneer.*
5. Dumpster/loading locations must be screened. *The dumpster and loading area are inside the building. A note was added to revised sheet AS101.*
6. Roof vents to be grouped into false chimneys. *A note was added to revised Sheet A201 indicating the requirement to group vents, as well as shown on the elevation drawings.*
7. Stone veneer should cover steps in the foundation. *Will comply. Stone veneer shown on exterior elevations.*
8. Moderate income housing study needs to be performed and a determination made by the County Council and Housing Authority. *We will adhere to the moderate income housing report and requirements 16.30.03*
9. A single professional rental agency should be a condition of approval to handle short term rentals not individual unit owners renting units through the internet. *The professional rental agency will be the Hotel itself, and there will be absolutely no subletting, leasing, or any other rental companies to handle any short term rentals. These units will be strictly rented through the hotel.*
10. A clear phasing plan with improvements outlined for each phase. *In our meeting with you, Rich, Paul, Bo, and Andy, it was determined to delete the phasing lines, and add a note indicating the infrastructure and trails will be completed before occupancy is granted. We added a note on Sheet AS101 indicating that all infrastructure will be completed in the first phase.*
11. A development agreement approved by the County Council needs to be recorded with the plat. The DA must include all amenities for a full service hotel, landscape plans, trails minutes, power point presentation etc. *We will work with you and the county to complete the development agreement before vertical construction commences.*
12. What is meant by "Future" trails? It needs to be determined when these will be built. *The revised drawings do not refer to any "future" trails. We show connecting to existing trail system.*
13. Weed barrier on trails need to be included in the cross section. *Refer to revised AS102, attached.*
14. The soils report dated March 11, 2015 by AGEK must be complied with during the construction process. *We have added this note to revised AS101, attached.*

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15. A determination needs to be made on the shared parking. *We have provided a parking matrix with parking memo justifying shared parking. Alternative off-site parking should be provided so the event center can provide the necessary parking.*
16. Items 8, 9, 11. The Developer is working on responses to these items.

*Landscaping* – There should be a minimum of 20% of the site landscaped (16.15.15). There are approximately 40' of retaining walls on the southeast side of the site. These walls are required to be benched at 10' intervals. Within the benches there should be landscaping to soften the walls. The landscape plan needs to show plantings in these areas and any other benched walls. Adjacent to Highway 248 is the practice rink with a parking lot on top and the event center. The event center is 40' tall and exposed on the west side with essentially a flat face. The event center and practice rink are also on top of a 10' retaining wall. There should be some landscaping in the UDOT right-of-way to buffer the retaining wall and building and landscaping in front of the building. A cross section for the practice arena and rendering has not been provided.

The landscape plan has species and sizes but needs to list quantities of all plantings as well.

*Architecture* – The original proposal was for more of a traditional mountain look with a pitched roof. The revised proposal is considered mountain modern architecture with a lesser pitched shed roof style. The pitched roof was removed and an additional story added. The building height however, has remained the same and is required to be less than 55' at the highest point. The JLUP (Jordanelle Land Use Plan) discourages large flat roof segments. A roof plan should be provided or some means to demonstrate that the proposal complies with the code. Materials are stone veneer, hardi-plank lap siding and metal corten panels. Materials for the practice rink and event center need to be specified.

The event center and practice rink create a building 420' long and the exposed part (west facing side) is 40' tall on top of a 10' retaining wall. The code requires that there be breaks in the façade. There should be some break or offset between the event center and practice rink and protruding columns as shown on the rendering for the event center and practice facility should be incorporated. There should also be some landscaping in front of the building and at the base of the retaining wall.

Section 16.15.15 of the code states: Structures which exceed one hundred twenty feet (120') in length on any facade shall provide a prominent shift in the mass of the structure at each one hundred twenty foot (120') interval (or less if the developer desires) reflecting a change in the function or scale. The shift shall be in the form of either a fifteen foot (15') change in the building facade alignment or fifteen foot (15') change in roofline. A combination of both the roofline and facade change is encouraged. To that end, if the

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combined change occurs at the same location of the building plane, a fifteen foot (15') total change will be considered as full compliance.

*Parking* – The road to the hotel is a public road that provides access to an established residential area. The proposal should be able to maintain all parking on-site and not use any roads in the subdivision. If there is a hockey tournament vehicles should not be parking on the public street. Parking is a difficult balance. You don't want too much or too little. The County code allows for approval of a shared parking plan. Shared parking means that, particularly in this situation, people staying in the hotel will be using the restaurant, spa, fitness center, event center etc.

The code requires the following for hotels: 1 space for each unit and 1 space for each daytime employee, plus 1 space for every 200 square feet of assembly area. Condo units require 2 stalls per unit 1 guest parking for each 2 units (Minimum of 1 space per unit is to be covered). As mentioned previously if the condo hotel became a condo building with year-round residents the parking would be about half of what is required by code.

Some of the assumptions used seem low. One assumption, for example, is the applicant is showing that there are only 3 daytime employees for the hotel. This seems very low for what is anticipated to be a full service hotel.

The code allows for the following:

16.32.12 (I) Authorization for parking space reduction or combination: The planning staff may approve or deny reduction of off street parking and loading space as part of an approved shared parking plan, taking into consideration the following, which must be set forth in a written form:

1. **Reduction in Parking Space:** After consideration of the shared parking plan, the nature of the buildings or premises, and specific conditions, the planning department believes the shared parking plan would lessen the need for the parking spaces as specified in this chapter.
2. **Combined Parking Space:** When two (2) dissimilar uses are located adjacent to each other and the demand times for parking would not conflict, the maximum number of parking spaces for the larger use, may be allowed. If at any time there is a change in one or both of the uses, additional parking may be required.

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Below is the parking calculations provided by the applicant and justification for allowing the shared parking.

Please find below our response to justification for shared parking of this multi-use development.

**Parking Matrix:**

<u>Use:</u>	<u>Data:</u>	<u>Required:</u>	<u>Provided:</u>	<u>Shared Parking:</u>
Hotel	250 individually owned rooms	250 stalls	250 stalls	250 stalls
	Daytime employees (3)	3 stalls	3 stalls	3 stalls
	Assembly rooms	5 stalls*		

(\* Assembly rooms are primarily used by hotel patrons)

Restaurants: 5,000 sq. ft. 50 stalls  
 (1 space per 100 sq. ft.)  
 (Most of the restaurant patrons will be hotel guests,  
 request shared parking and use 1 space per 200 sq. ft) 25 stalls

Event Center: (based on 800 seats) 266 stalls\*  
 (Many spectators will also be hotel guests  
 request shared parking use) 207 stalls

Total stalls: 574 stalls 485 stalls

Parking on grade: 173 stalls  
 Parking below grade: 210 stalls  
 485 stalls

Shared parking calculation provides 85 percent of required parking. The original CUP granted a shared parking adjustment to 88 percent of required parking. The following seven paragraphs are the shared parking justifications provided by the applicant:

The various uses on the project include hotel units, hotel meeting room, full service restaurant and grill, and an Event Center for sporting activities and events. The matrix shows the number of parking stalls required for the use listed, and number of stalls provided for that use and location of stalls, whether located on grade or underground.

Hotel parking use is primarily overnight, guests arrive late afternoon and evening, and leave in the morning. The Event Center will see minor parking loads during the day and most evenings, while experiencing greater parking loads during events with spectators, many of whom are hotel guests.



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We believe a reasonable shared parking justification exists on this project as most of the users of the hotel will also be the users of the restaurant, allowing a consideration of reduced requirements normally assigned to a restaurant.

Additional parking for hotel meeting spaces are not generally required as those attending meetings and conferences are already guest of the facility, and if not, daily visitors will use spaces of guests who are away from the hotel during the day.

Due to the model used for this building with tournaments in the event center, many, and most often, hotel rooms will be used by team members. These events will bring hotel guests using these rooms in multi-passenger vehicles rather than passenger cars, thereby, reducing the parking load on the hotel when the Event Center is in use.

We have calculated the parking requirements for the Event Center based on its sports uses and spectator capacity. As this parking requirement is based on loads to accommodate the higher parking loads of spectator based events it is not likely to be a common daily/nightly parking load, therefore, the parking spaces provided for the event center may be used to provide overflow parking for other uses in the hotel when the occasion requires. Likewise, hotel parking may be used for overflow parking during Event Center use.

Based on the historic parking uses of a hotels and the anticipated uses of the Event Center we believe a shared parking consideration of 85 percent of required is justified.

Staff agrees that there will be a large number of hotel patrons that use the hotel amenities and that there is justification for shared parking and reduction of parking stall numbers. Shared parking however, is only an estimate. There is no data to determine if the parking provided will be adequate or not and parking on the public streets in the neighborhood should not be an overflow option. Therefore there should be a requirement in the development agreement that parking is monitored on a phased basis and additional parking or other options (off-site parking and shuttles for events) could be required if the need arises.

*Heights* – The original conditional use limited the hotel to 55' from existing natural grade. The original hotel proposal also had a pitched roof. The pitched roof has been taken out and changed to a more contemporary mountain modern architecture allowing them to add an additional story while keeping the same heights.

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The event center is below grade on the uphill side and is fully exposed on the west side facing Highway 248. The center is approximately 40' tall and is on top of a 10' retaining wall. There should be additional landscaping in the UDOT right-of-way and in front of the building to soften the façade.

*Cross sections* – Planning staff has asked for additional cross sections to be provided through some portions of the site.

*Geotechnical review* – The County retains a geotechnical engineer to review the applicant's soils reports. At the time of the completion of this report the County contract geologist has not signed off. Following is part of his latest statement: The concerns with the hotel site were many including lack of subsurface investigation in the expanded area, questions about actual boring and test pit locations, concerns with the Stormtec system above planned rockeries, stability analysis for the 40' or so retained slope along the east side and stability evaluation of other cuts and fill for the project. Until sign off has been received by the County contract reviewer the conditional use should not be approved.

*Traffic* – When the original approval was granted some movements at Browns and Highway 248 failed eventually until a light is installed. This proposal is similar in that the room numbers are the same however it appears that the event center is intended to be more of a draw. The County traffic consultant was asked to analyze the amended proposal. His comments are noted below:

Additional project traffic was added for the events center on the project site. The following are the assumptions that were made when developing the trip assignment for the events center:

- 50% of those attending an event at the events center will be staying at the hotel. Based on the 800-seat design, 400 people will travel to the events center using the nearby roadway network for an event.
- The average vehicle occupancy was assumed to be two persons per vehicle. Therefore, 200 vehicles will travel to the events center for an event.
- Of the 200 vehicle trips, 95% will enter and 5% will exit the project site during the evening peak hour (assumes that the event starts during the busiest peak hour (5 - 6:00 p.m.).
- The same trip distribution values that were used for the hotel trip assignment were used for the events center.

It was shown previously that without a signal the Brown's Canyon Road / SR-248 intersection will operate at LOS F. The events center project traffic was added to Future (2022) signalized analysis and simulated. Based on the simulation results, it is anticipated that the Brown's Canyon Road / SR-248 intersection will operate at LOS B with a signal

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during the evening peak hour. It is anticipated that the Peace Tree Trail / Brown's Canyon Road intersection will operate at LOS C during the evening peak hour. Therefore, both intersections are anticipated to operate at acceptable LOS with the additional events center project traffic.

*Affordable Housing* – A report from the Moderate income housing consultant is attached. The report states that there should be 15.73 AUE's (affordable unit equivalents) in other words approximately 16 units deed restricted for affordable housing. The applicant disagrees with this number and has stated that he will do an analysis to determine the number. Mountainland Community Housing trust maintains a list of individuals qualified to do a needs assessment to determine affordable housing numbers. The applicant should use a person on their list. If not the County would have a qualified third party review the applicants report.

16.30.03 states the following: The moderate income housing report provided by the developer will be reviewed by the county. At the sole discretion of the county the county reserves the right to have an independent study performed, at the expense of the developer, or to have the independent study provided by the developer reviewed by a source determined by the county. The county council, after reviewing independent reports provided by the applicant, reports and reviews commissioned by the county, recommendations by the planning commission and the Wasatch County housing authority shall determine if the applicant must meet the moderate income housing requirements.

The proposal on affordable housing ultimately is approved by the County Council. This will need to be part of the development agreement.

*Dumpster Locations* – Dumpster locations have not been identified. They need to be accessible to County trucks and enclosed if outside.

*Retaining walls* – There is a 15' wall around the pool area as well as a number of walls on the site. The poured concrete retaining walls, as required in the original conditional use, are to be faced with cultured stone.

*Dark sky compliant lighting* – All parking lot lights and building lights must be dark sky compliant. A rendering has been provided.

*Pedestrian plan* – There should be a connection from the southeast buildings to the proposed sidewalk in front of the rest of the hotel. There should be a connection from the hotel to the trail system in BRR as well as Deer Vista. There should be walks leading to the greater pedestrian plan from all exits of the hotel.

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August 11, 2016

16.15.15 states the following regarding parking and pedestrian access: Pedestrian access to all public rights of way and between all structures within the development:

1. Access through parking areas shall be separated from vehicular traffic by raised curbing and landscape strips, including trees on thirty foot (30') centers on either side of the walkway. When it is not possible to have raised walkways, pedestrian access should be defined.
2. Crossings through parking areas should be minimized.
3. The landscaping shall be counted towards the required landscaping.
4. Lighting shall also be provided for pedestrians.
5. If developments have more than one parcel, an overall pedestrian plan shall be submitted and approved as part of the preliminary approval.

**POSSIBLE FINDINGS:**

- From a planning commission perspective this is a final approval. The Planning Commission will not see this again and there should be a limited number of conditions if approved.
- The subject site was rezoned to community commercial which allows for hotels as a conditional use.
- The proposal was granted a conditional use May of 2015.
- This proposal is an amendment of the original conditional use.
- The conditional use requires negative impacts (if any) to be mitigated. Findings by the Planning Commission should be made for the list in 16.23.07 (below).
- Notice was sent to all property owners within 500'.

**ALTERNATIVE ACTIONS:**

1. Continuance. This can be taken if the Planning Commission feels that there are too many conditions or items that need to be addressed and are not comfortable granting approval at this time.
2. Conditional approval. This action can be taken if the Planning Commission feels that there are items that can be addressed by placing conditions on the approval.
3. Denial: This action can be taken if the Planning Commission feels that the project does not meet the intent of Title 16.

**POSSIBLE CONDITIONS:**

- 1) Unless the DRC sign off is complete and the geotechnical review approved by the third party reviewer the application should not go forward but should be continued.

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- 2) All the conditions from the May 14, 2015 meeting granting the original conditional use should also be imposed on this revised proposal.
- 3) Building heights are limited to 55' as shown on the cross sections and stipulated in the original conditional use. This is a maximum unless specifically approved differently by the Planning Commission.
- 4) The Planning Commission will need to determine that findings for conditional uses listed in Section 16.23.07 (below) have been met.
- 5) A development agreement approved by the County Council needs to be recorded with the plat. The DA must include all amenities for a full service hotel, landscape plans, trail plans, materials and renderings, moderate income housing plan approved by the County Council, minutes and power point presentation, shared parking plan language with the following idea: parking numbers should be verified as phases develop to determine that the shared parking numbers are providing the necessary parking needs.
- 6) Dark sky compliant street lights as provided in the power point.
- 7) All exposed poured concrete walls, CMU buildings and exposed foundations are to be covered with stone veneer.
- 8) All units shall have only one access to the common hallway. There can be no multiple lock out rooms within units. This will be verified with the floor plans provided at the building permit stage and addressed in the DA.
- 9) Landscaping in front of the event center and practice arena and below the retaining wall on the UDOT property to break up the 10' retaining wall, event center and practice arena. The exposed portion of the event center is 40' tall. Landscaping in retaining wall benches in compliance with the code.
- 10) Demonstration that 16.15.15(A) regarding pedestrian access internally on site through the parking areas as well as connections to off-site trails has been complied with.
- 11) Demonstration that Section 16.15.15(E) of the code has been met regarding relief/breaks in long building facades.
- 12) The JLUP (Jordanelle Land Use Plan) discourages large flat roof segments. A roof plan should be provided or some means to demonstrate that the proposal complies with the code.

**Attachments:**

- Original renderings and site plan, proposed renderings and site plan
- Staff report from Andy Dahmen County review engineer
- Report from Mountainland Housing Authority regarding moderate income housing
- Minutes from the December 17, 2014 rezone approval by the County Council
- Minutes from the May 14, 2015 Planning Commission meeting (original conditional use approval)

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**Section 16.23.07 General Standards and Findings Required. (Conditional Uses)**

These standards shall be in addition to any standards set forth in this Land Use Ordinance for the zoning district wherein the proposed Conditional Use will be established. If there is a conflict between these standards and those set forth for the appropriate zoning district, the more specific standard controls. The County shall not issue a Conditional Use Permit unless the issuing department or commission finds:

- (1) The application complies with all requirements of this Title;  
*Setbacks, building heights, parking requirements (if the shared parking plan is approved with the stipulations mentioned) are in compliance with the requirements of the code.*
- (2) The business shall maintain a business license if required;  
*The applicant will maintain a business license.*
- (3) The use will be compatible with surrounding structures in use, location, scale, mass, design and circulation;  
*From the higher end of the site closest to the existing road the heights will be more consistent with the lower density residential (the hotel is approximately 25' higher). The intent is to step the heights down the hillside as the project moves south.*
- (4) The visual or safety impacts caused by the proposed use can be adequately mitigated with conditions;  
*All the requirements from the rezone regarding road improvements are required to be made.*
- (5) The use is consistent with the Wasatch County General Plan;  
*This was determined at the rezone approval.*
- (6) The effects of any future expansion in use or scale can be and will be mitigated through conditions;  
*Any expansion would require an additional conditional use approval.*
- (7) All issues of lighting, parking, the location and nature of the proposed use, the character of the surrounding development, the traffic capacities of adjacent and collector streets, the environmental factors such as drainage, erosion, soil stability, wildlife impacts, dust, odor, noise, and vibrations have been adequately mitigated through conditions;

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*All lighting is required to be dark sky compliant. The use will have to fit in with the neighborhood as far as all impacts. If there are impacts that need to be mitigated then the Planning Commission can require them.*

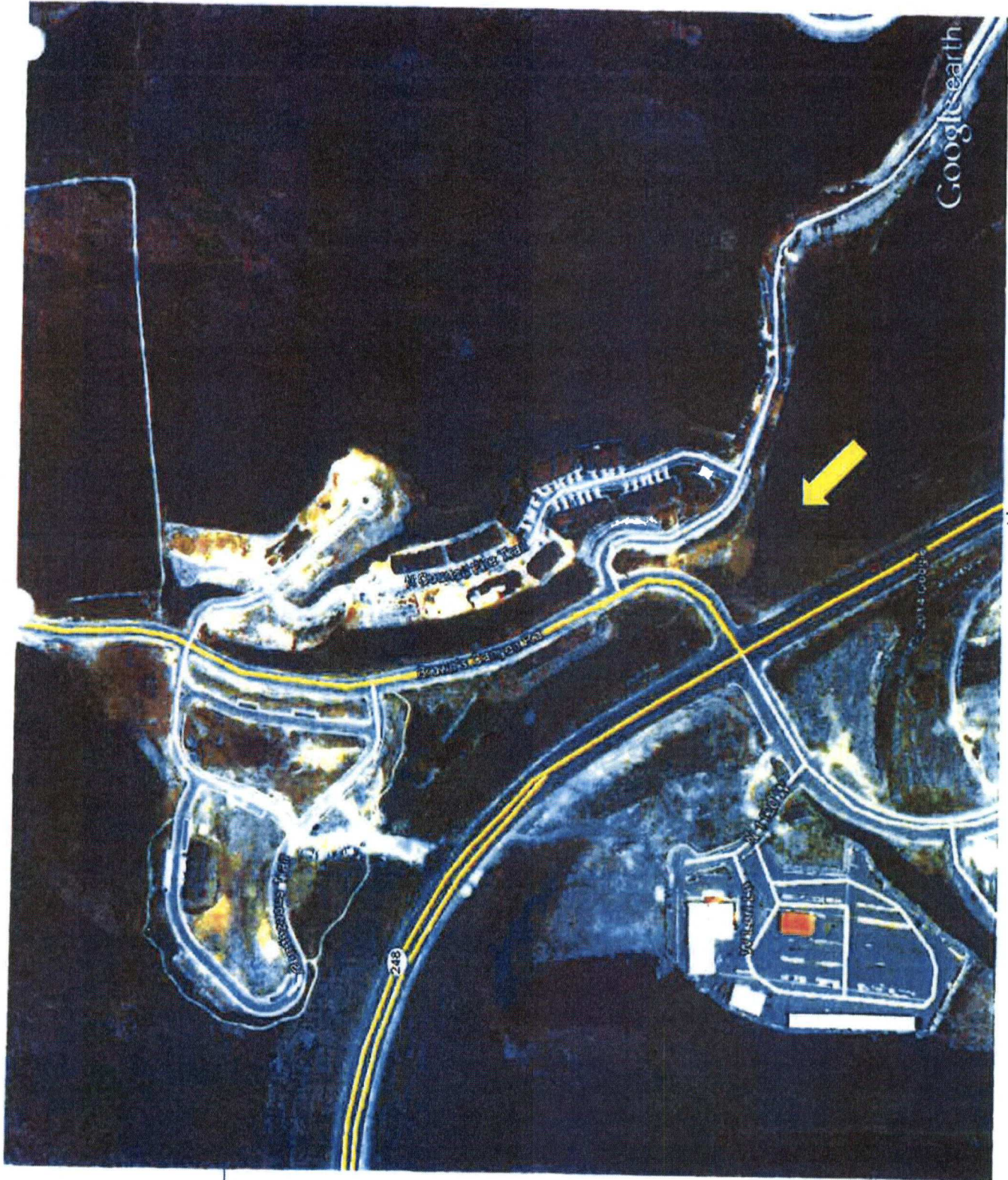
- (8) The use will not place an unreasonable financial burden on the County or place significant impacts on the County or surrounding properties, without adequate mitigation of those impacts;

*The intent of the requirement for a full service hotel is to hopefully keep the use as a hotel not an apartment building. If the proposal changes from a condo hotel with short term rentals and second home taxation to an apartment complex the fiscal analysis would become a negative and parking would be insufficient.*

- (9) The use will not adversely affect the health, safety or welfare of the residents and visitors of Wasatch County.

*No issues have been identified.*

- (10) Any land uses requiring a building permit shall conform to the International Uniform Building Code Standard. *Required*



N.A.

KAMAS

← PARK CITY



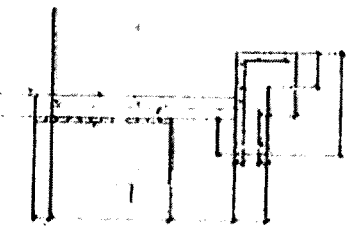
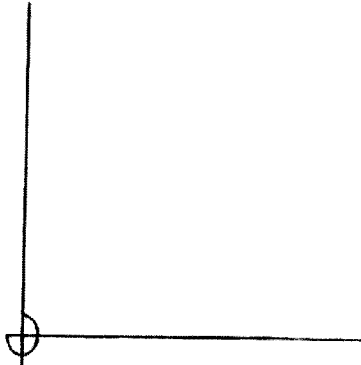


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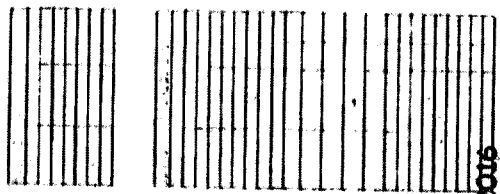
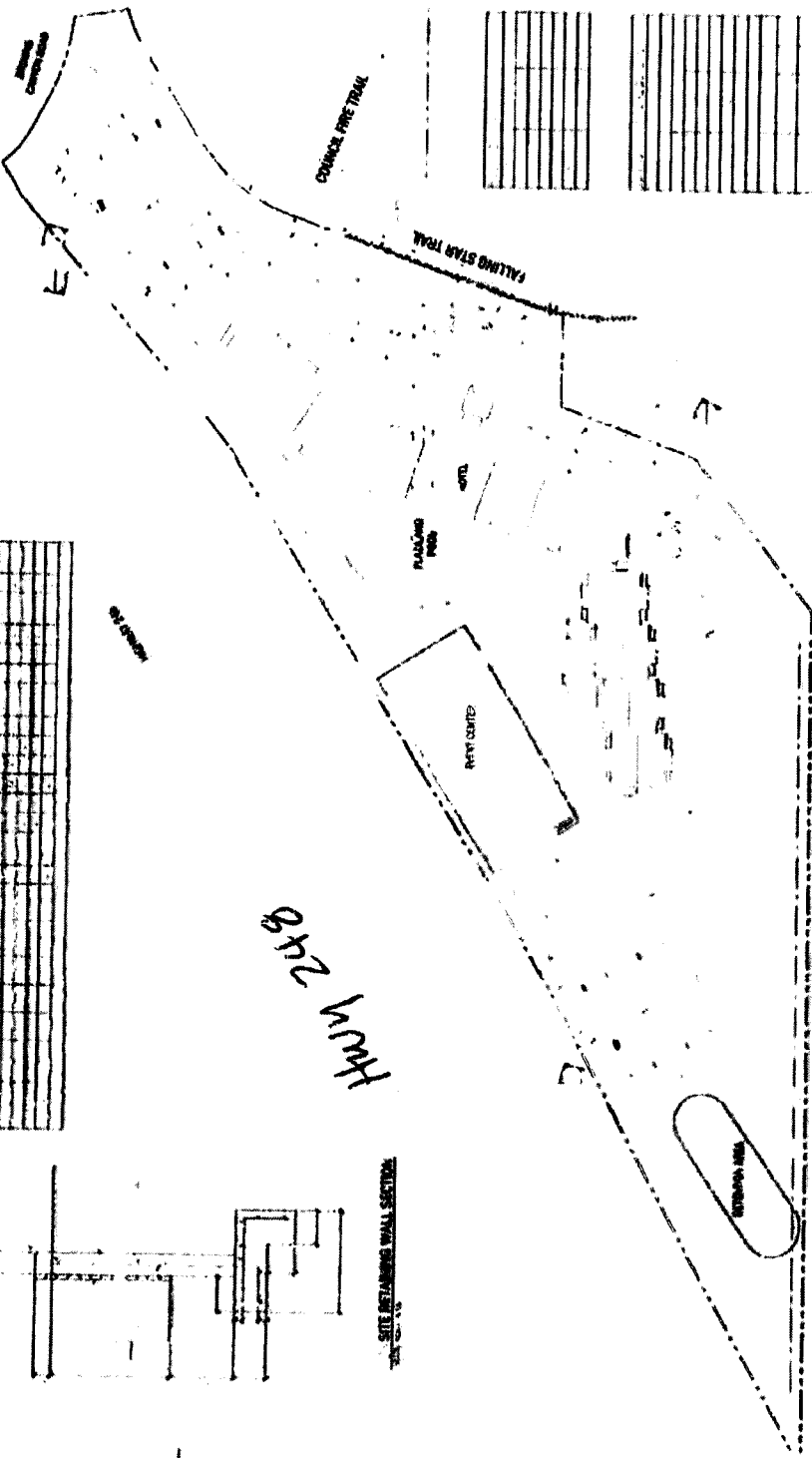
Page 5

**Approved  
Site Plan:**



SITE RETAINING WALL SECTION

*Hwy 242 942*

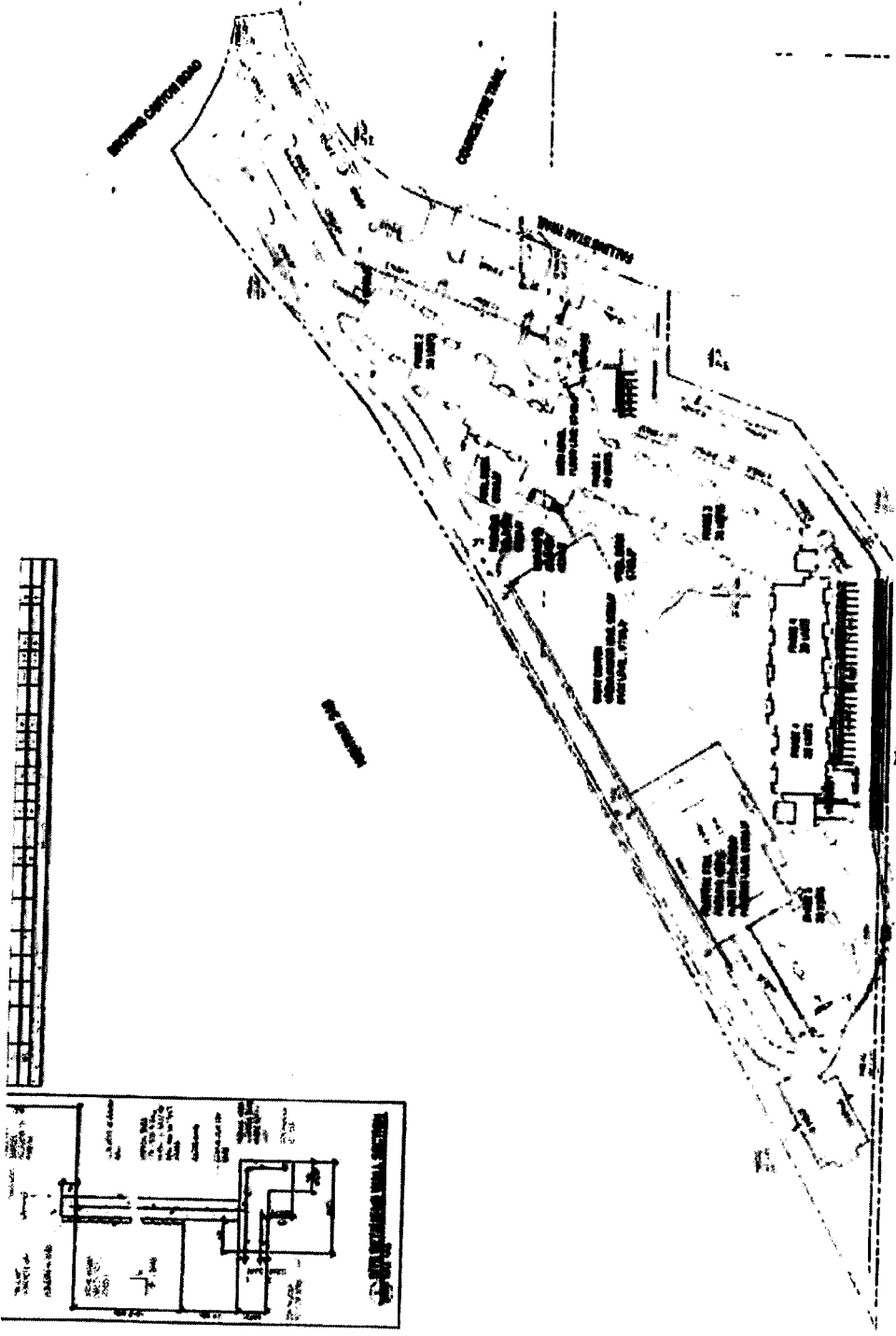


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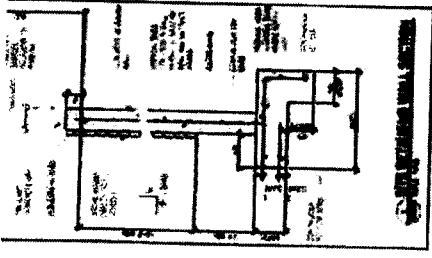
CONCEPTUAL SITE STUDY



7/7/2016



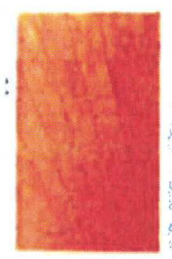
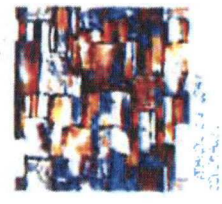
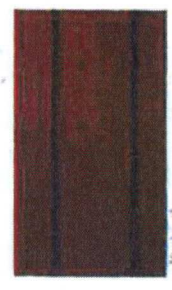
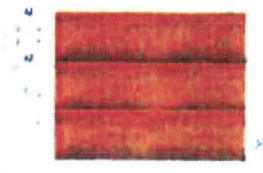
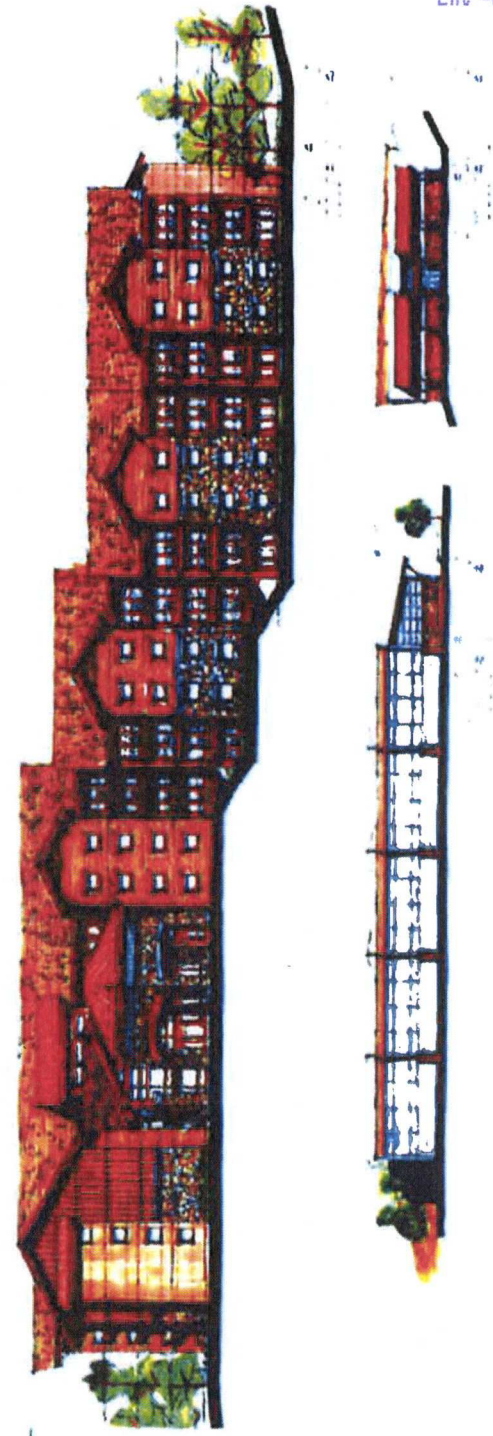
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**Proposed Site Plan:**

**Approved Elevations:**

**Black Rock Ridge Hotel Condo**



# Proposed Elevations:



E1 STONE - UMTAH LEDGESTONE - SHORE CLIFF



E2 - LAP SIDING - SW 6076 TURKISH COFFEE



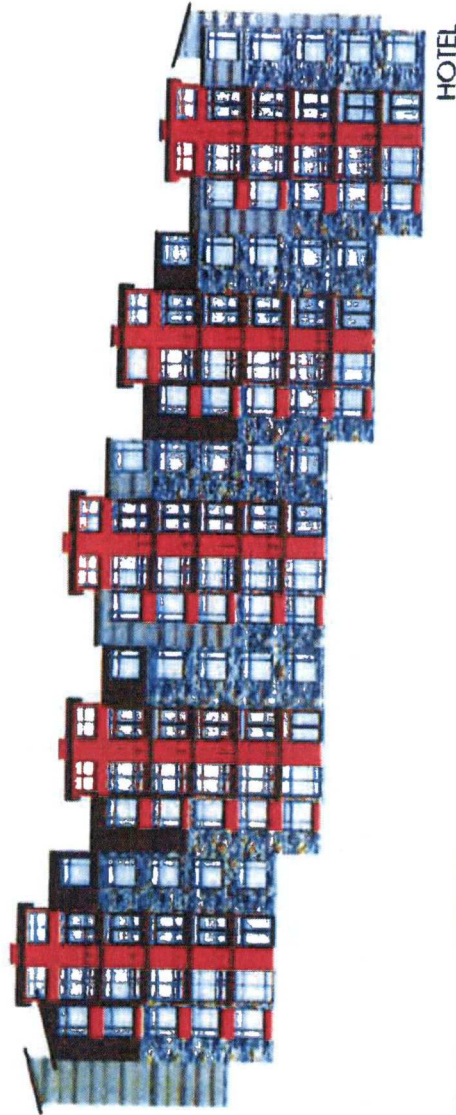
E3 - LAP SIDING - SW 6074 SPALDING CLAY



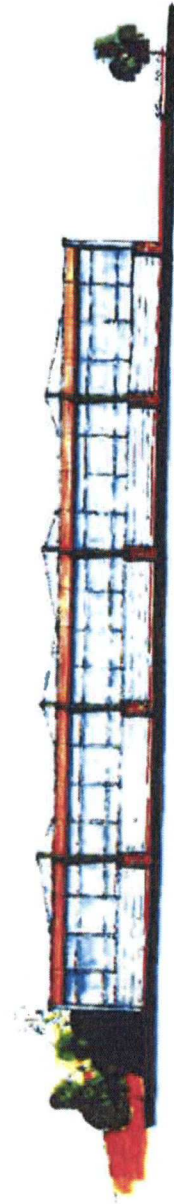
E4 - METAL PANEL - CORTEN

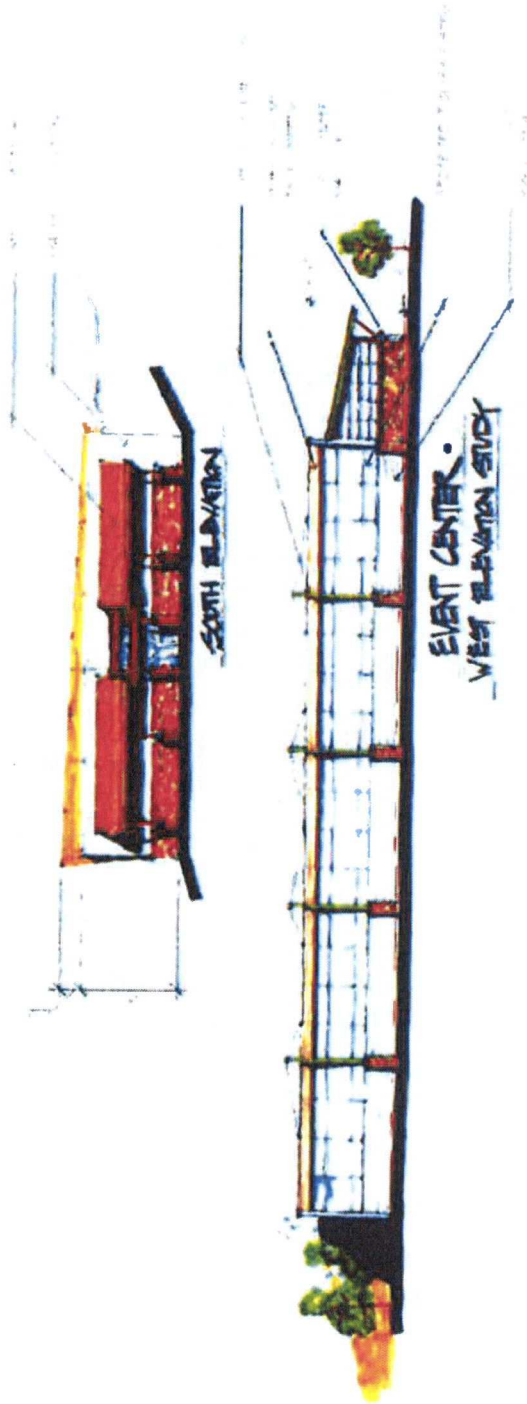


# JOVID HOTEL

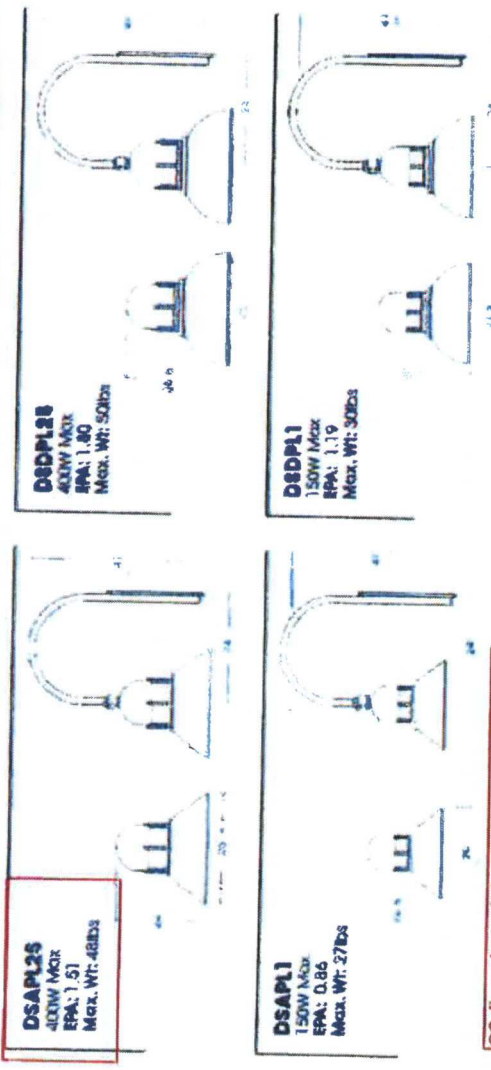


HOTEL





7/2016



SCALE: 3/8" = 1'-0"

20 ft. pole height

Page 21

**PROJECT: JOYD MARK HOTEL**  
**OWNER: MARK 25, L.T.C.**  
**LOCATION: WASATCH COUNTY, UTAH**

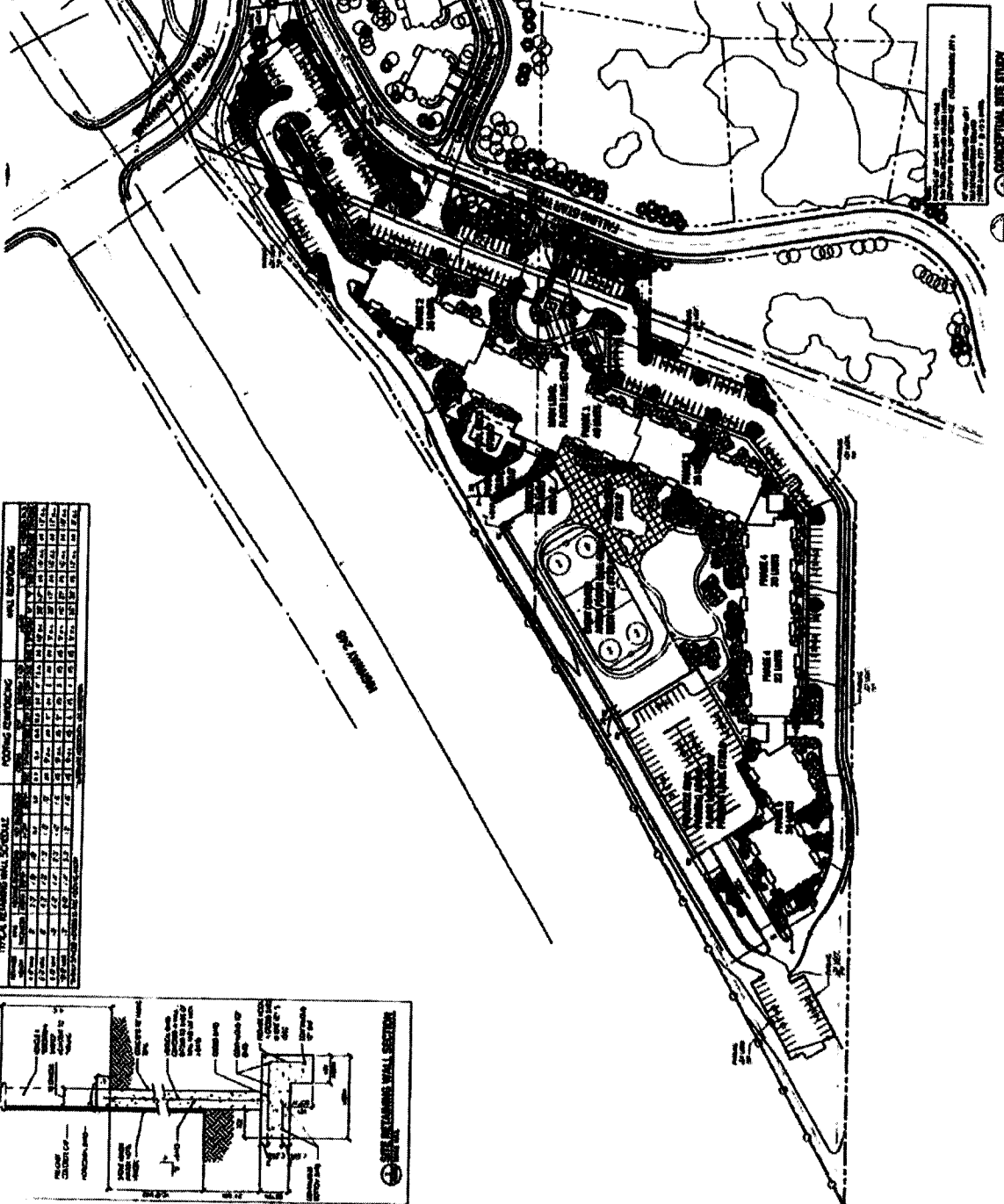
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**SITE PLAN**

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 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**REVISIONS**

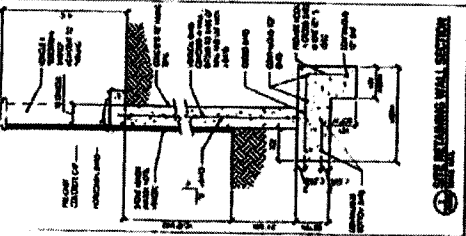
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**NOTES:**  
 1. SEE GENERAL NOTES FOR ALL DETAILS.  
 2. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.  
 3. ALL FINISHES ARE AS NOTED ON THE DRAWINGS.  
 4. ALL UTILITIES ARE TO BE DELETED AND RELOCATED AS SHOWN.  
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**TOTAL SQUARE FOOTAGE**

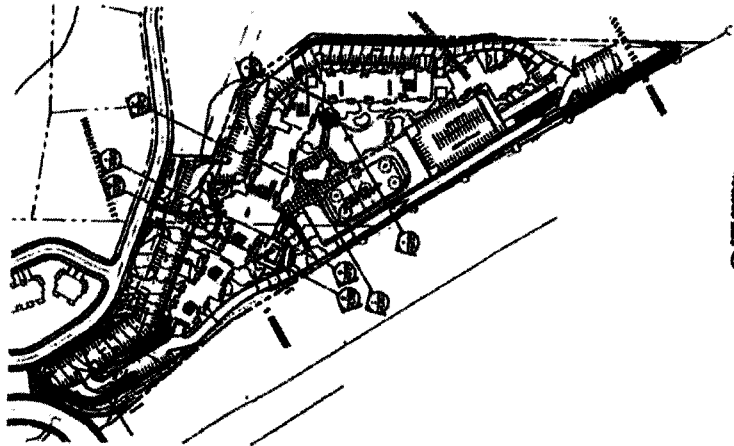
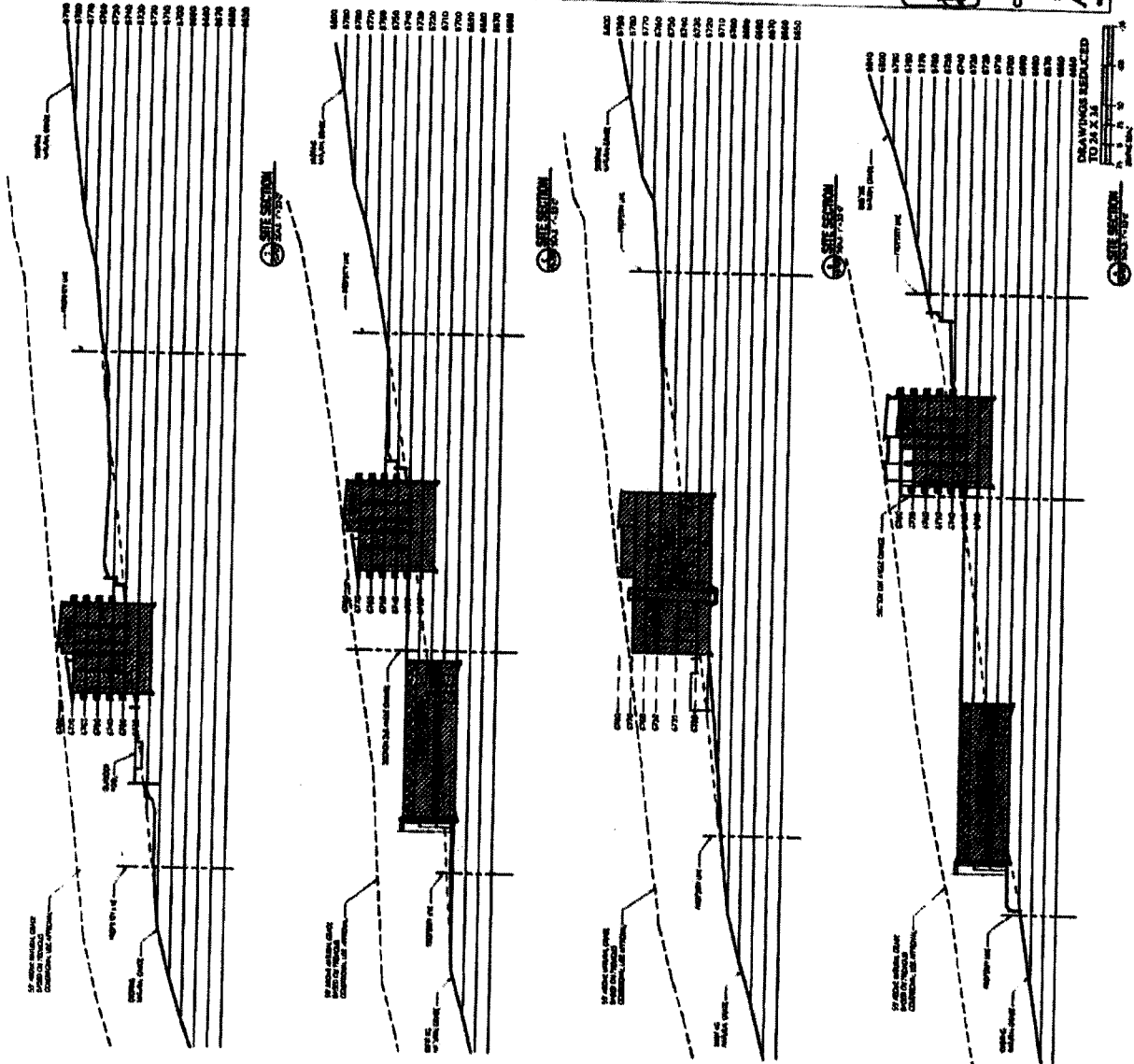
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PROJECT: JOYD MARK HOTEL  
 OWNER: MARK 25, LLC  
 LOCATION: WARATCH COUNTY, UTAH  
 DRAWING NO.: 10-0000-0000-0000  
 SHEET NO.: 0460  
 DATE: 10/20/10

AS703  
 CONCEPTUAL  
 SITE PLAN  
 SECTIONS  
 SHEET NUMBER



DRAWINGS REDUCED  
 TO 24 X 36

July 6, 2016 May 6, 2015

Wasatch County  
Attn: Mike Davis  
25 North Main  
Heber, UT 84032

RE: Iroquois Hotel Site, CUP, Revised Plan Approval

Mr. Davis,

The plans for the JOVID hotel site submitted by Rich Wolper, representative for JOVID Hotel LLC, have changed enough that they been requested to get additional approval through the planning commission for their conditional use permit. Part of the applicant's application package included a 29 page plan package that I reviewed. The plans were prepared by Paul Watson of Gateway Consulting Inc. and were dated 5/20/2016.

There are some, what I would call major issues, that should be addressed prior to acceptance;

- One of the larger issues is the access to the parking lot above what is being called a practice rink. The design grade for the approximately 150 LF drive is 18%. This drive is not covered and supports 72 parking stalls which represent the main parking area for the event center. We do not have any public driveways for parking in Wasatch County that I know of that are that steep. I was going to research the summit county area and even the Salt Lake City area for steep driveways. I have not had a chance to do that yet. There are some steep driveways in the area but nothing that is not covered. I cannot recommend the 18% driveway as defined.
- The storm drain system is different from the original plan. They propose a Storm Tec System which is basically a covered system that relies on percolation. As of this time, they have not submitted any details on the system to review. This is an integral part of this project which I believe should be approved at this level. I cannot recommend approval without the details and how it fits into the original storm drain plan.
- There are considerable more retaining walls with this plan. Because of this I recommended that the counties outside geotechnical engineering consultant approve the new plan. Primary concern is the wall section below the storm tec system which will see large amounts of water after a storm event. The large wall above the access road on the west side of the property is also concerning. The new design incorporates 40' high, terraced, retaining walls where the previous design had none. There is a 15' retaining wall around the pool. These walls should be somewhat designed and at least accepted as feasible by the counties geotechnical engineer.
- There is little to no pedestrian access or plan with the new design as opposed to the old.

- I would recommend that they provide a letter from the Chevron gas line company approving the plan. Last discussion on site was the gas line could not have more than 10' of cover over the pipe. The plans show more than 10' of cover in places.

I am more than willing to discuss any of these issues or others with the developer. At this point I cannot recommend approval of the conditional use permit. If you have any questions or would like to discuss feel free to call me at 435 671-5034.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Dahmen", with a long horizontal flourish extending to the right.

**Andy Dahmen, PE**  
**Wasatch County, Consulting Engineer**

**Cc: Brandon Cluff**  
**Doug Smith**  
**File**

To: Doug Smith  
From: Steve Laurent, MCHT  
Re: Black Rock Ridge Hotel/Arena Project  
Date: July 7, 2016

---

At your request, we're providing this memo as a basis for analyzing the affordable housing requirement for Black Rock Ridge hotel/ice arena project under Chapter 16.30.

**Project Assumptions**

We have not received definitive information on the project, but based on a brief meeting with the applicant we assume the project consists of:

- a. Condo/hotel - 250 units (each equivalent to 1-2 bedroom apartments or 0.5 ERU).
- b. Restaurant (5,000 ft<sup>2</sup>).
- c. Ice arena. Because the arena is largely open (ice) space, we're not sure that a pure square footage assumption should apply for entire facility. For the purpose of this analysis, we are calculating under an assumption of 3,000 ft<sup>2</sup> for the arena visitor public support areas (concessions, rentals, locker facilities).

**Calculation of Affordable Housing Requirement**

It is important to note that the applicant has right under 16.30.03 to submit its own study and seek a determination whether a need for affordable housing is created by the project. Assuming that either (a) such a study is not being submitted or (b) such study will determine a need for affordable housing, then the AUE obligation must be calculated. As a commercial development, the obligation is determined under Section 16.30.08 by calculating the number of employees generated, then the AUE obligation. Because Table 2 in Section 16.30.08 leaves some room for interpretation, we have provided a few options below.

**Option A: Complete Calculation for All Commercial Uses (most thorough)**

1. **Obligation for condo-hotel portion.** Per table 2, the AUE obligation for a condo-hotel is the greater of (a) the lodging/hotel calculation or (b) the residential mitigation rate.
  - a. **Lodging/hotel calculation**
    - Employees generated: 250 rooms x 0.6 employees/room = 150 employees
    - AUE obligation: 150 employees x 10% / 1.5 employees per unit = 10 AUEs

b. *Residential calculation*

- 250 units x 0.5 ERU = 125 ERU x 10% = **12.5 AUEs (greater)**

1. Obligation for restaurant and arena portions. Also calculated per table 2.

a. *Restaurant(restaurant/bar):*

- 5,000 ft<sup>2</sup> x 6.5 employees/1000 ft<sup>2</sup> = 32.5 employees x 10% = 3.25 /  
1.5 employees per unit = **2.17 AUE**

b. *Ice arena (recreation/amusements):*

- 3,000 ft<sup>2</sup> x 5.3 employees/1000 ft<sup>2</sup> = 15.9 employees x 10% = 1.59 /  
1.5 employees per unit = **1.06 AUE**

2. Total AUE obligation for mixed-use project:

Condo/hotel	12.50
Restaurant	2.17
Ice arena	1.06
	<b><u>15.73 AUEs</u></b>

Option B: No Separate Calculation for On-Site Hotel Facilities (more practical).

Table 2 does not distinguish the employee calculation for hotels with and without on-site amenities (e.g., restaurant, conference space, retail), so it would not be unreasonable to assume that the Table 2 calculation is for a full-service facility that includes typical hotel support facilities. If this approach is utilized, then 2.17 AUEs for the separate restaurant calculation would be removed. The ice arena employees would remain as this activity is not typical for a hotel operation. This yields an obligation of **13.56 AUEs**.

Option C: Assume Smaller Units for Condo-Hotel (recommended).

The above calculation for the condo-hotel assumes each room/unit is 1-2 bedroom or 0.5 ERUs. Using a standard hotel room (0.25 ERU) or hotel suite (0.33 ERU) calculation will both yield results that total less than 10 AUEs (6.25 AUE and 8.25 AUE respectively), making the 10 AUE obligation for standard hotel calculation (at 0.6 employees per room) the required (greater) number per Table 2. This calculation yields an obligation of **11.06 AUEs**.

Option D: If Applicant Utilizes On-site Units to Satisfy Obligation.

Note that if the applicant utilizes a portion of the 250 units to satisfy the AUE obligation, then this changes the calculation such that less than 10 complete AUEs are required for the building. This results in 240 market units yielding an obligation of 9.6 AUEs for the hotel plus 1.06 for the arena, or a total obligation of **10.66 AUEs**, provided this obligation satisfied through the onsite commitment of 10 units (each unit being 2 br, 900 ft<sup>2</sup> or 1 AUE).

**EXHIBIT D**  
**PROJECT DEVELOPMENT AGREEMENT**  
**MASTER TRAIL PLAN AND DEED**

**(The deed will be provided after the trail is built as an "as built" description that will be recorded by the developer)**

NO.	REV.	DESCRIPTION	DATE

LATERAL CONSULTING, INC.  
2010 SOUTH HANCOCK AVENUE, SUITE 100  
DENVER, COLORADO 80222  
PHONE: (303) 440-8888 FAX: (303) 440-8889  
WWW.LATERALCONSULTING.COM  
LATERAL CONSULTING, INC.  
LAND PLANNING & CONSTRUCTION MANAGEMENT

7-21-13  
JOVID HOTEL  
PPOUOS PH2  
OVERALL TRAIL AND SIDEWALK PLAN

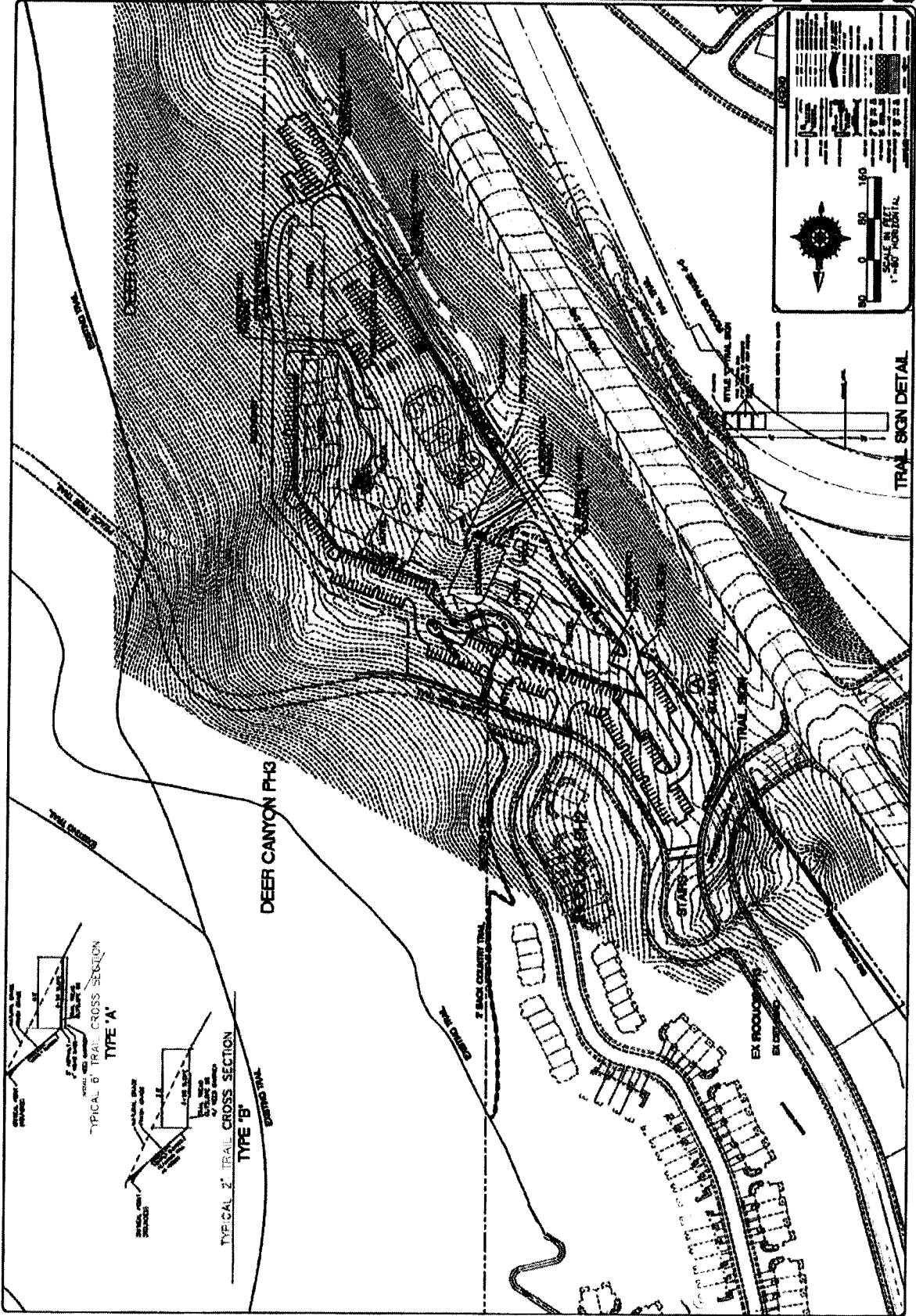
WASATCH COUNTY



SCALE IN FEET  
1" = 80' HORIZONTAL

80 0 80 160

4



**EXHIBIT E**  
**PROJECT DEVELOPMENT AGREEMENT**  
**CONDITIONS**



EXHIBIT E  
PROJECT DEVELOPMENT AGREEMENT  
CONDITIONS

The approvals were all based on a number of conditions outlined in the various approvals. The following paragraphs are motions from each meeting granting approvals. The complete minutes are attached as exhibits. The developer is required to comply with the all conditions as outlined below and in the attached minutes and provide verification of all conditions when deemed appropriate and in the sole discretion of the County:

Council member Farrell motion from December 17, 2014 (complete minutes attached):

**Councilman Farrell will amend my motion that we accept the findings and conditions outlined by the Wasatch County Planning Commission with the exception of Condition No. 4 and that the developer is to provide a full service hotel that would include a restaurant, spa, pool, workout facility, reservation system, reservation desk, conference center with a minimum of one hundred and fifty people, room service and these items will be included in the development agreement and to accept the staff report. Councilman Capson seconded the motion. The motion carries with the following vote:**

The final motion from August 18, 2016 includes the requirements from the May 14, 2015 Planning Commission meeting that are also conditions. The motion is as follows:

Motion

Commissioner Probat indicated that we are doing all that we can to enforce this and until different ordinances are in place we do what we can and I think that is happening. Having said that, I would like to make a motion that we grant conditional use permit and site plan approval for JOVID Hotel L.L.C. It appears that they have met the fifteen items last month that the Wasatch County Planning Commission was concerned about. They have met the general standards of 16.23.07 of the land use code. Considering the findings of the Wasatch County Planning Staff and with the conditions of entering into a Development Agreement, I move that we grant this approval and accept the conditions and the Wasatch County Planning Staff Report.

Commissioner Giles seconded the motion.

Doug indicated that some possible conditions are:

1. All items listed in the 15 conditions in the Wasatch County Planning Staff Report be addressed and how they are being addressed by the applicant should be a requirement of the approval.
2. The Wasatch County Planning Commission will need to determine that findings for conditional uses listed in Section 16.23.07 as listed in the Wasatch County Planning Staff's Report have been met.
3. A development agreement approved by the Wasatch County Council needs to be recorded with the plat. The DA must include all amenities for a full service hotel, landscape plans, trail plans, materials and renderings, minutes and power point presentation etc.

Commissioner Brad Lyle motion from August 18, 2016 final conditional use approval (complete minutes attached):

Commissioner Brad Lyle made a motion to approve with conditions the request by JOVID Mark Hotel and Event Center for an amended conditional use site plan. I find that under Section 16.23.07 the general standards and findings required for a conditional use of the ten areas that they comply. My motion would include the findings on the report of action form and staff report and the conditions there expressed plus those that are alluded to in the DRC Report that was received today. Specifically the fire lanes have to be twenty-six feet around the building, the water fees have to be paid within ten days. Water reservation fee must be made within ten days of the Planning Commission approval as required by JSSD. The affordable housing will need to be referred to the Wasatch County Council. That amount will be in the Development Agreement. They will have to pay a charge in the sewer line or participate from the eight inch to the ten inch increase. Further that they can only pull enough permits that can be satisfied with the present number of ERU's that are available in the sewer capacity. That they can only build enough in Phase One that they can comply with the parking standards. That before any future phases could be developed they would need to have an evaluation by a traffic engineer that would be hired by Wasatch County and paid for out of their out of pocket account. Also it is JSSD that will issue the permits for the sewer. Also include the conditions that were in the May 14, 2015 Wasatch County Council meeting excluding number four that was gone through earlier. Also when they get to the point where it is going to go to shared parking that is when an analysis will have to be done to figure out. They can do building two or three but the phases haven't really been defined.

A synopsis of the various above motions, conditions and staff reports state that the following must be complied with:

1. The hotel is intended to be a full service hotel and must have the following: restaurant, spa, pool, workout facility, reservation system (no independent room rentals), reservation desk, conference center with a minimum of 150 person capacity and room service. There were also 9 items referred to in the complete copy of minutes. This will all need to be verified upon the submittal of the first phase that cannot be issued unless the above requirements are met including all the amenities listed above (other than the pool which shall be with the second phase?)
2. The May 14, 2015 staff report included the following conditions which were made a part of the approval from the August 18, 2016 approval. (some of these were clarified or made stricter in the August 18, 2016 meeting. Conditions below would be redundant if clarified in the August conditions) items *italicized* are responses from the applicant:
  1. Heights to be approximately 55' from existing natural grade the proposal has a portion that is 59'4". The Planning Commission should make a determination on this. *Our revised sections have been adjusted to conform to height restriction of approximately 55'. Please see revised A301 and A201.* Limited to 55' from grade in the August conditions.

2. The Planning Commission will need to determine that findings for conditional uses listed in Section 16.23.07 (below) have been met.
  3. All retaining walls must have a step at no more than a 10' interval. *The civil drawings show heights of retaining walls no greater than 10 ft. We added a detail of retaining walls and design on revised Sheet AS101.*
  4. Retaining walls are vertical. Treatments for retaining walls need to be shown. Are they faced? Hilfiker walks? *See revised detail on Sheet AS101. Walls will be faced with stone veneer.*
  5. Dumpster/loading locations must be screened. *The dumpster and loading area are inside the building. A note was added to revised sheet AS101.*
  6. Roof vents to be grouped into false chimneys. *A note was added to revised Sheet A201 indicating the requirement to group vents, as well as shown on the elevation drawings.*
  7. Stone veneer should cover steps in the foundation to finished ground level. *Will comply. Stone veneer shown on exterior elevations.*
  8. Moderate income housing study needs to be performed and a determination made by the County Council and Housing Authority. *We will adhere to the moderate income housing report and requirements 16.30.03*
  9. A single professional rental agency should be a condition of approval to handle short term rentals not individual unit owners renting units through the internet. *The professional rental agency will be the Hotel itself, and there will be absolutely no subletting, leasing, or any other rental companies to handle any short term rentals. These units will be strictly rented through the hotel.*
  10. A clear phasing plan with improvements outlined for each phase. *In our meeting with you, Rich, Paul, Bo, and Andy, it was determined to delete the phasing lines, and add a note indicating the infrastructure and trails will be completed before occupancy is granted. We added a note on Sheet AS101 indicating that all infrastructure will be completed in the first phase.*
  11. A development agreement approved by the County Council needs to be recorded with the plat. The DA must include all amenities for a full service hotel, landscape plans, trails minutes, power point presentation etc. *We will work with you and the county to complete the development agreement before vertical construction commences.*
  12. What is meant by "Future" trails? It needs to be determined when these will be built. *The revised drawings do not refer to any "future" trails. We show connecting to existing trail system.*
  13. Weed barrier on trails need to be included in the cross section. *Refer to revised AS102, attached.*
  14. The soils report dated March 11, 2015 by AGEC must be complied with during the construction process. *We have added this note to revised AS101, attached.*
  15. A determination needs to be made on the shared parking. *We have provided a parking matrix with parking memo justifying shared parking.*
- Items 8, 9, 11. The Developer is working on responses to these items.

3. Conditions from the August 18, 2016 meeting; *italicized in parentheses are the applicants comments* :
1. All the conditions from the May 14, 2015 meeting granting the original conditional use should also be imposed on this revised proposal. *(Agreed)*
  2. Building heights are limited to 55' as shown on the cross sections and stipulated in the original conditional use. This is a maximum unless specifically approved differently by the Planning Commission. *(Agreed)*
  3. The Planning Commission will need to determine that findings for conditional uses listed in Section 16.23.07 have been met.
  4. Dark sky compliant street lights as provided in the power point. *(Agreed)*
  5. All exposed poured concrete walls, CMU buildings and exposed foundations are to be covered with stone veneer to ground level. *(Agreed)*
  6. All units shall have only one access to the common hallway. There can be no multiple lock out rooms within units. This will be verified with the floor plans provided at the building permit stage and addressed in the Development Agreement. *(Agreed)*
  7. A development agreement approved by the County Council needs to be recorded with the plat. The DA must include all amenities for a full service hotel, landscape plans, trail plans, materials and renderings, moderate income housing plan approved by the County Council, minutes and power point presentation, shared parking plan language as outlined in the following condition. *(Agreed)*
  8. If phase 1 meets the parking requirements of the code for all individual uses including hotel, event center, commercial etc. proposed within phase 1 without the need for using shared parking. At the time of phase 2 approval the county will do a parking study performed by an engineer of counties choice using the developer out-of-pocket account. Additional studies may be required on future phases if parking becomes an issue. Any conflict between the planning department and the applicant regarding parking numbers will be reviewed by the Planning Commission. It should be noted that hotel parking is (1) stall per unit. Condo parking is (2) stalls per unit. *(agreed in theory)* [What does it mean approved in theory?]
  9. Landscaping in front of the event center and practice arena and below the retaining wall on the UDOT property to break up the 10' retaining wall, event center and practice arena. The exposed portion of the event center is 40' tall. Landscaping in retaining wall benches in compliance with the code. *(Agreed in theory)* [again what does "in theory" mean?]
  10. Demonstration that 16.15.15(A) regarding pedestrian access internally on site through the parking areas as well as connections to off-site trails has been complied with. *(Completed)*
  11. Demonstration that Section 16.15.15(E) of the code has been met regarding relief/breaks in long building facades. *(Completed)*
  12. The JLUP (Jordanelle Land Use Plan) discourages large flat roof segments. A roof plan should be provided or some means to demonstrate that the proposal

- complies with the code. *(Provided for review by the Planning Commission and approved)* renderings provided from the power point attached in exhibit H.
13. Easements for offsite improvements (2:1 slopes, retention pond, retaining wall, trails) must be in place and recorded previous to plat recording and development agreement approval. *(Agreed)*
  14. Must comply with all comments and conditions contained in the DRC report. *(Agreed)* and attached
  15. JSSD – Must comply with DRC comments and conditions as well as those outlined in Development Agreement and Will-Serve letters from the JSSD. *(Agreed)*
  16. Any unfinished improvements at plat recording must be bonded for in compliance with county bonding requirements. *(Agreed)*
  17. Must comply with recommendations/requirements outlined in CMT reports and approvals from Doug Hawkes, the county reviewing geotechnical engineer. Final approval letter is dated August 16, 2016. *(Agreed)*
  18. Must comply with recommendations/requirements in approval letter from Andy Dahmen, county review engineer, dated August 16, 2016. *(Agreed)*
  19. Approval expires one year from date of planning commission approval. *(Agreed)*
  20. All signage must be approved by planning staff and must comply with signage requirements in the JBOZ. *(Agreed)*
  21. Mechanical equipment on roofs must be completely screened. All roof penetrations must be ganged together and disguised in architectural elements. *(Agreed)*
  22. Add landscaping quantities to be designated in landscaping plans. *(Agreed)*

**WASATCH COUNTY**  
**Wasatch County Planning Staff Report**  
**May 14, 2015**

**ITEM: 2**

Richard Wolper representative for, JOVID hotel LLC. is requesting conditional use and site plan approval for a hotel on approximately 11.74 acres. The proposed hotel contains 250 rooms, restaurant, spa, ice skating rink and a conference center. The proposal is located between Highway 248 and Peace Tree Trail with frontage and access on Peace Tree Trail and south of the Iroquois phase 2 units and more specifically located in Section 6, Township 2 South, Range 5 East in the JBOZ (Jordanelle Basin Overlay Zone).

**BACKGROUND:**

This item was continued from the April 16<sup>th</sup> Planning Commission agenda. The public hearing portion of the meeting was closed but the conditional use approval was continued to the May 14<sup>th</sup> meeting so that the applicant could work through issues with the review engineer and clean up the items that the Planning Department had listed as conditions.

This proposal received approval for a rezone and plat amendment by the County Council. The conditions of the Planning Commission and County Council are included in this report and are also recommended conditions for the site plan and conditional use approval.

The proposal is for a 250 room condo hotel which means that rooms will be individually owned with small kitchens and are intended to be in a warm bed rental pool and rented on a short term basis. In order to help keep the proposal as a hotel and not a long term rental situation the Council enacted requirements that will be in the development agreement that includes; that the hotel be considered "full service" and include amenities such as; room service, pool, spa, conference center, front desk, restaurant etc.

The site has received a rezone approval and a plat amendment to create the pad site for the hotel.

The Conditions placed on the proposal by the Planning Commission at the rezone are as follows:

1. Prior to this approval a traffic analysis review should be done by the third party reviewer to determine that the intersections will maintain their function.
2. The soils report should state that the proposal, as shown, is feasible from a geotechnical standpoint. Future soils reports at conditional use and site plan will be reviewed by a third party reviewer.
3. The Planning Commission and County Council must determine that the use is appropriate for the area.
4. The hotel is required to be a 4-5 star boutique hotel.
5. A portion of the road going into Deer Canyon Preserve that services the hotel should be made public.

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May 14, 2015

At the County Council meeting on the rezone there was a lengthy discussion about the proposal and the quality of the hotel. There was a discussion about branding, the number of stars (originally this was proposed to be a 5-star hotel), services provided etc. In the end it was determined that all the planning commission items would be required except condition number 4. In lieu of that condition was the requirement that it be a full service hotel and include a restaurant, spa, pool, workout facility, reservation system, reservation desk, conference center with a minimum occupancy for 150 people and room service.

The use is a conditional use and requires notice of all property owners within 500'. As of the writing of this report no questions have been received from neighboring property owners.

This is a final approval by the Planning Commission. There should be few if any conditions if the approval is granted.

**PROJECT SUMMARY:**

- Total acreage for hotel site is 11.74 acres.
- 250 room condo hotel meaning rooms will be individually owned with kitchens.
- The Planning Commission enacted a 55' height limit.
- The County Council required that the hotel be considered a full service hotel with certain amenities required to be in the development agreement.

**ANALYSIS:**

*Full service Hotel* – Below is discussion and the verbatim motion by councilmember Farrell:

Doug Smith, the Wasatch County Planner, addressed the Wasatch County Council and indicated that he likes the idea of a voluntary development agreement saying that the hotel will have a restaurant, common space, full service front desk, room service, all of those amenities, whatever they may be that are required to be a full service hotel and when the site plan comes in and the floor plan comes in that would be checked for a conference room, restaurant.

**Councilman Farrell will amend my motion that we accept the findings and conditions outlined by the Wasatch County Planning Commission with the exception of Condition No. 4 and that the developer is to provide a full service hotel that would include a restaurant, spa, pool, workout facility, reservation system, reservation desk, conference center with a minimum of one hundred and fifty people, room service and these items will be included in the development agreement and to accept the staff report. Councilman Capoen seconded the motion. The motion carries with the following vote:**

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May 14, 2015

Since the requirement for a 4 or 5 star hotel was dropped the intent with requiring a full service hotel was to maintain quality and limit year round use.

Below are the conditions that were listed in the April Planning Commission Staff report. The applicant has stated how they have been addressed in red.

1. Heights to be approximately 55' from existing natural grade the proposal has a portion that is 59'4". The Planning Commission should make a determination on this. Our revised sections have been adjusted to conform to height restriction of approximately 55'. Please see revised A301 and A201.
2. The Planning Commission will need to determine that findings for conditional uses listed in Section 16.23.07 (below) have been met.
3. All retaining walls must have a step at no more than a 10' interval. The civil drawings show heights of retaining walls no greater than 10 ft. We added a detail of retaining walls and design on revised Sheet AS101.
4. Retaining walls are vertical. Treatments for retaining walls need to be shown. Are they faced? Hilfiker walks? See revised detail on Sheet AS101. Walls will be faced with stone veneer.
5. Dumpster/loading locations must be screened. The dumpster and loading area are inside the building. A note was added to revised sheet AS101.
6. Roof vents to be grouped into false chimneys. A note was added to revised Sheet A201 indicating the requirement to group vents, as well as shown on the elevation drawings.
7. Stone veneer should cover steps in the foundation. Will comply. Stone veneer shown on exterior elevations.
8. Moderate income housing study needs to be performed and a determination made by the County Council and Housing Authority. We will adhere to the moderate income housing report and requirements 16.30.03
9. A single professional rental agency should be a condition of approval to handle short term rentals not individual unit owners renting units through the internet. The professional rental agency will be the Hotel itself, and there will be absolutely no subletting, leasing, or any other rental companies to handle any short term rentals. These units will be strictly rented through the hotel.
10. A clear phasing plan with improvements outlined for each phase. In our meeting with you, Rich, Paul, Bo, and Andy, it was determined to delete the phasing lines, and add a note indicating the infrastructure and trails will be completed before occupancy is granted. We added a note on Sheet AS101 indicating that all infrastructure will be completed in the first phase.



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May 14, 2015

11. A development agreement approved by the County Council needs to be recorded with the plat. The DA must include all amenities for a full service hotel, landscape plans, trails minutes, power point presentation etc. We will work with you and the county to complete the development agreement before vertical construction commences.
12. What is meant by "Future" trails? It needs to be determined when these will be built. The revised drawings do not refer to any "future" trails. We show connecting to existing trail system.
13. Weed barrier on trails need to be included in the cross section. Refer to revised AS102, attached.
14. The soils report dated March 11, 2015 by AGEC must be complied with during the construction process. We have added this note to revised AS101, attached.
15. A determination needs to be made on the shared parking. We have provided a parking matrix with parking memo justifying shared parking.
  - Items 8, 9, 11. The Developer is working on responses to these items.

**POSSIBLE FINDINGS:**

- At the April 16<sup>th</sup> Planning Commission meeting public comment was taken and then the public hearing portion of the meeting was closed.
- The subject site was rezoned to community commercial which allows for hotels as a conditional use.
- The conditional use requires negative impacts (if any) to be mitigated.
- The heights were limited to approximately 55' from natural grade.
- The Planning Commission must find that the proposal complies with the findings listed in 16.23.07 for conditional uses.
- Notice was sent to all property owners within 500' and no negative comments have been received as of the writing of this report.
- Staff believes that the parking is acceptable due to he shared parking opportunities.

**ALTERNATIVE ACTIONS:**

1. Continuance. This can be taken if the Planning Commission feels that there are items that need to be addressed and are not comfortable granting approval at this time.
2. Conditional approval. This action can be taken if the Planning Commission feels that there are items that can be addressed by placing conditions on the approval.
3. Denial: This action can be taken if the Planning Commission feels that the project does not meet the intent of Title 16.

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May 14, 2015

**POSSIBLE CONDITIONS**

- 1) All items listed in the 15 conditions above and how they are being addressed by the applicant should be a requirement of the approval.
- 2) The Planning Commission will need to determine that findings for conditional uses listed in Section 16.23.07 (below) have been met.
- 3) A development agreement approved by the County Council needs to be recorded with the plat. The DA must include all amenities for a full service hotel, landscape plans, trail plans, materials and renderings, minutes and power point presentation etc.

**Section 16.23.07 General Standards and Findings Required. (Conditional Uses)**

These standards shall be in addition to any standards set forth in this Land Use Ordinance for the zoning district wherein the proposed Conditional Use will be established. If there is a conflict between these standards and those set forth for the appropriate zoning district, the more specific standard control. The County shall not issue a Conditional Use Permit unless the issuing department or commission finds:

- (1) The application complies with all requirements of this Title;  
*Setbacks, building heights, parking requirements (if approved by the Planning Commission) are in compliance with the requirements of the code.*
- (2) The business shall maintain a business license if required;  
*The applicant will maintain a business license.*
- (3) The use will be compatible with surrounding structures in use, location, scale, mass, design and circulation;  
*From the higher end of the site closest to the existing road the heights will be more consistent with the lower density residential. The intent is to step the heights down the hillside as the project moves south.*
- (4) The visual or safety impacts caused by the proposed use can be adequately mitigated with conditions;  
*All the requirements from the rezone regarding road improvements are required to be made.*
- (5) The use is consistent with the Wasatch County General Plan;  
*This was determined at the rezone approval.*
- (6) The effects of any future expansion in use or scale can be and will be mitigated through conditions;  
*Any expansion would require an additional conditional use approval.*

(7) All issues of lighting, parking, the location and nature of the proposed use, the character of the surrounding development, the traffic capacities of adjacent and collector streets, the environmental factors such as drainage, erosion, soil stability, wildlife impacts, dust, odor, noise, and vibrations have been adequately mitigated through conditions;

*All lighting is required to be dark sky compliant. The use will have to fit in with the neighborhood as far as all impacts. If there are impacts that need to be mitigated then the Planning Commission can require them.*

(8) The use will not place an unreasonable financial burden on the County or place significant impacts on the County or surrounding properties, without adequate mitigation of those impacts;

*The intent of the requirement for a full service hotel is to hopefully keep the use as a hotel not an apartment building. If the proposal changes from a condo hotel with short term rentals and second home taxation to an apartment complex the fiscal analysis could become a negative.*

(9) The use will not adversely affect the health, safety or welfare of the residents and visitors of Wasatch County.

*No issues have been identified.*

(10) Any land uses requiring a building permit shall conform to the International Uniform Building Code Standard. *Required*

**EXHIBIT F**  
**PROJECT DEVELOPMENT AGREEMENT**

[Affordable Housing]

WHEN RECORDED RETURN TO:

Wasatch County Recorder  
Wasatch County Building  
25 North Main  
Heber City, UT 84032

**MODERATE INCOME HOUSING AGREEMENT**  
**FOR JOVID MARK CONDO-HOTEL**

This Moderate Income Housing Agreement for JOVID Mark Condo-Hotel (this "Agreement") is made as of the 5<sup>th</sup> day of JAN 2018 (the "Effective Date") by and between Wasatch County, a political subdivision of the State of Utah (the "County") and JOVID Mark LLC, a Utah limited liability company (hereinafter "Developer").

**Recitals**

D. Developer is the owner of an approximately 11.74 acre parcel of land located between SR 248 and Peace Tree Trail in Wasatch County (the "Property") to be developed in phases as the JOVID Mark Condo-Hotel and Event Center (the "Project"). The Property is more particularly described in Exhibit A attached hereto.

E. On May 14, 2015 and amended on August 18, 2016, the County Planning Commission granted final approval for the Project. A condition of approval is to include in the development agreement for JOVID Mark (the "Development Agreement") a plan for addressing how the obligations of the Wasatch County Moderate Income Housing Code (hereinafter referred to as "Chapter 16.30" or the "Affordable Housing Code") will be satisfied as the Project is developed.

F. The final approval does not specifically establish a maximum density in terms of Equivalent Residential Units ("ERUs"), nor does it establish maximum square footages for non-residential uses. These maximum figures are necessary to determine the affordable housing obligation under Chapter 16.30. Therefore, this Agreement serves to set forth the means for future calculation of the Affordable Housing Obligation as the Project is developed in phases. It also establishes an estimate of the obligation based on Developer's plans as previously presented to the Planning Commission.

Agreement

NOW, THEREFORE, in consideration of the premises and the terms and conditions herein stated and for other valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

6. Obligation to Provide Affordable Units. Under the Affordable Housing Code, the obligation (the "**Affordable Housing Obligation**") to provide affordable housing units ("**Affordable Units**") is calculated by formula based on (a) the number of approved residential ERUs and (b) the area and specific use of the non-residential square footage planned for the Project. The Affordable Housing Obligation is stated in terms of Affordable Unit Equivalents ("**AUEs**") where one AUE is equivalent to a two (2) bedroom unit with a minimum of nine hundred (900) square feet of net livable space. The Project was not approved with any specifically-referenced maximums for ERUs or non-residential space, therefore a calculation of the Affordable Housing Obligation cannot occur until such time as Developer seeks approval for specific building designs which is intended to occur in phases.

Notwithstanding the foregoing, the Project was approved based on the County's review of proposals presented in public hearings, and based on these proposals, an estimate of the Affordable Housing Obligation can be made with respect to the condo-hotel component of the Project (but not the Event Center). This estimate is included on the attached Exhibit B, with the Affordable Housing Obligation for the condo-hotel component of the Project estimated at 15.35 AUEs. Again, this estimate does not take into account the impact of the Event Center, and it is anticipated that the Affordable Housing Obligation for the Project will be revised as plans for the condo-hotel as well as the Event Center are finalized and approved.

7. General Plan for Satisfying Affordable Housing Obligation. Using the approved site and building plans for each phase of Project development, the applicable portion of the Affordable Housing Obligation will be calculated by planning department staff. Developer must satisfy the portion of the Affordable Housing Obligation attributable to the proposed building(s) in conjunction with plan approval, and no permits will be issued for any construction on the Project until the plan to satisfy the Affordable Housing Obligation is agreed upon, and no certificates of occupancy for said building(s) will be issued until the associated portion of the Affordable Housing Obligation has been satisfied. Satisfaction of the Affordable Housing Obligation may occur by any means allowed under the Affordable Housing Code, including construction of the Affordable Units on-site, payment of fees-in-lieu, or by other Council-approved means.

8. Future Modification of Affordable Housing Obligation. As each phase of the Project is approved and the associated portion of the Affordable Housing Obligation is satisfied, this Agreement may be amended to reflect the partial satisfaction of the Affordable Housing Obligation applicable to the developed area and, if requested by Developer and approved by the County, the legal description in Exhibit A will be amended to reflect the release of that area from the terms of this Agreement.

9. Deed Restrictions and Pricing of Affordable Units. For any portion of the Project's Affordable Housing Obligation to be satisfied via development of Affordable Units, deed restrictions shall be recorded against all Affordable Units constructed. The deed restrictions shall be consistent with the requirements of the Affordable Housing Code and applicable county policies then in effect. The form of the restrictions shall be approved by the County in conjunction with the permit approval process, and shall be recorded against the Affordable Units prior to the granting of certificates of occupancy for the Affordable Units.

10. General Provisions.

p. *Recording.* This Agreement shall be recorded in the official records of the Wasatch County Recorder.

q. *Default.* If Developer defaults in the performance of Developer's obligations hereunder and fails to cure such default within thirty (30) days after receipt of written notice from the County specifying the nature of such default (or if such default cannot be cured within the aforesaid period of time, if Developer fails to promptly commence to cure the same and to thereafter diligently proceed with such cure), then the County shall be entitled to undertake such remedies as are available in law or equity and/or provided in this Agreement including, but not limited to, denying any request for new building permits on the Project and/or obtaining an injunction or an order requiring specific performance of Developer's obligations under this Agreement.

r. *Term.* The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect in perpetuity unless terminated sooner by the mutual agreement of both of Developer and the County, or pursuant to the provisions of the Development Agreement (the "Term").

s. *Amendment.* This Agreement may only be amended by written instrument signed by the County and the Developer and/or their respective successors or assigns. This Agreement constitutes the entire agreement of the parties with respect to the subject matter addressed herein. No other agreements, oral or written, pertaining to the matters herein exists between the parties. This Agreement supersedes any other agreement between the parties respecting the subject matter addressed herein.

t. *Binding Effect.* This Agreement and the covenants contained herein shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

u. *Enforcement.* All of the terms, provisions and restrictions of this Agreement may be enforced by the County and in the event of a breach of this Agreement the County shall have all remedies as may be available at law or in equity.

v. *Notices.* All notices to be given to County or the Developer pursuant to this Agreement shall be in writing and shall be mailed, by first class, postage prepaid, to the parties at the addresses set forth below:

To County: Wasatch County Planning Department  
55 South 500 East  
Heber City, Utah 84032

With a copy to: Wasatch County Attorney  
805 West 100 South  
Heber City, Utah 84032

To Developer: Justin Griffin  
7026 S. 900 E.  
Midvale, Utah 84047

With a copy to: Jeremy C. Reutzel  
3165 East Millrock Drive, Suite 500  
Salt Lake City, Utah 84121

w. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

x. *Representations.*

iii. Developer hereby warrants and represents to the County as follows:

(d) The Project is located upon real property described in Exhibit A attached hereto;

(e) Developer has the authority and power to execute, deliver and have recorded this Agreement; and

(f) The individuals signing on behalf of the Developer are duly authorized, empowered and have the authority to bind the Developer to the terms and conditions of this Agreement.

iv. The County hereby warrants and represents to the Developer as follows:

(c) The County has the authority and power to execute, deliver and have recorded this Agreement; and

(d) The individuals signing on behalf of County are duly authorized, empowered and have the authority to bind County to the terms and conditions of this Agreement.

y. *Attorney's Fees.* In any action or defense associated with this Agreement, the prevailing party shall be reimbursed by the non-prevailing party for the costs,

including reasonable attorneys' fees incurred by the prevailing party in that action or defense.

z. *Recitals and Exhibits.* The included Recitals and Exhibits are an integral part of this Agreement and are hereby incorporated into this Agreement.

aa. *Waiver.* No action or failure to act by the parties shall constitute a waiver of any right or duty afforded any party under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically agreed to in writing. A waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

bb. *Counterparts.* This Agreement may be executed by the different parties hereto in separate counterparts, each of which when so executed shall be an original, and all of which taken together shall constitute one and the same agreement.

cc. *Severability.* If any provision of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of the Agreement and the application of such provisions to any other party or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

dd. *Headings.* Titles or headings to sections of this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the date and year first above written above.

(signature pages follow)

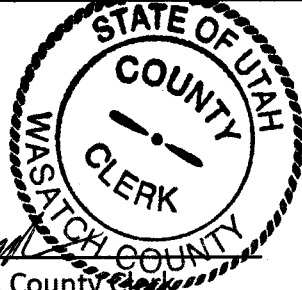


WASATCH COUNTY:

By: *Mike Davis*  
Mike Davis, Wasatch County Manager

Attest:

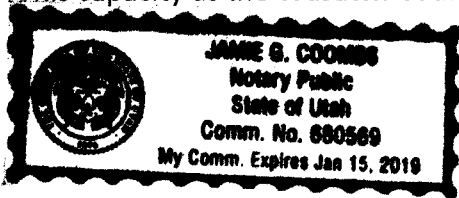
*Brent Titcomb*  
Brent Titcomb, Wasatch County Clerk Auditor



Ent 447636 Bk 1213 Pg 0484

STATE OF UTAH                    )  
  ss:  
COUNTY OF WASATCH        )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of January, 2018 by Mike Davis, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by Brent Titcomb, who executed the foregoing instrument in his capacity as the Wasatch County Clerk Auditor.



*Jamie G. Coombs*  
NOTARY PUBLIC  
Residing at: Wasatch County

My Commission Expires:

Jan. 15, 2019

DEVELOPER:

JOVID Mark LLC, a Utah limited liability company


By: [Signature]  
Justin Griffin, Manager

STATE OF UTAH )  
                  *Salt Lake* ss:  
COUNTY OF WASATCH )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, 2017, by Justin Griffin, who executed the foregoing instrument in his capacity as the Manager of JOVID Mark LLC, a Utah limited liability company.

[Signature]  
NOTARY PUBLIC  
Residing at: Draper, UT

My Commission Expires:  
2/23/21

 VICKI L FLEMING  
NOTARY PUBLIC - STATE OF UTAH  
COMMISSION# 693129  
COMM. EXP. 02-23-2021

**EXHIBIT A to Moderate Income Housing Agreement****Legal Description of Property**

A parcel of land located in the North half of the Southwest quarter and the South half of the Northwest quarter of Section 6, Township 2 South, Range 4 East, and in the West Half of Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the right-of-way line of Utah State highway 248 and the South right-of-way line of Browns Canyon road. A point that is 129.60 feet from the West quarter corner of section 6 Township 2 South, Range 5 East along the section line North  $0^{\circ}44'47''$  West and 1,309.87 feet East. Thence North  $32^{\circ}49'54''$  West, 420.67 feet; Thence North  $40^{\circ}57'51''$  West, 372.21 feet; Thence North  $30^{\circ}14'22''$  West, 42.08 feet to a point on a 261.00-foot radius curve to the left; Thence along the arc of said curve 25.61 feet through a delta of  $5^{\circ}37'18''$  (chord bears North  $45^{\circ}00'04''$  East, 25.60 feet) to a point of a 257.08-foot radius curve to the left; Thence along the arc of said curve 47.26 feet through a delta of  $10^{\circ}31'59''$  (chord bears North  $30^{\circ}55'32''$  East, 47.19 feet) to a point on a 256.00-foot radius curve to the left; Thence along the arc of said curve 114.94 feet through a delta of  $25^{\circ}43'30''$  (chord bears North  $18^{\circ}54'40''$  East, 113.98 feet); Thence North  $80^{\circ}54'13''$  East 62.31 feet to a point on a 175.00-foot radius curve to the left; Thence along the arc of said curve 54.21 feet through delta of  $17^{\circ}44'57''$  (chord bears South  $23^{\circ}03'33''$  East, 53.99 feet; thence South  $31^{\circ}56'02''$  East, 103.7 feet to a point on a 225.00-foot radius curve to the left; Thence along the arc of said curve 151.73 feet through a delta of  $38^{\circ}38'14''$  (chord bears South  $51^{\circ}15'09''$  East, 148.87 feet); thence South  $70^{\circ}34'16''$  East, 168.30 feet; thence South  $70^{\circ}34'16''$  East, 118.25 feet to a point on a 300.00-foot radius curve to the left; Thence along the arc of said curve 43.85 feet through a delta of  $8^{\circ}56'46''$  (chord bears South  $75^{\circ}02'46''$  East, 46.80 feet; Thence South 103.25 feet; Thence South  $70^{\circ}51'25''$  East, 167.43 feet; Thence South  $38^{\circ}11'47''$  East, 215.97 feet; Thence South 953.78; Thence North  $29^{\circ}27'41''$  West, 440.48 feet to a point on a 11,692.72-foot radius curve to the left; Thence along the arc of said curve 451.42 feet through a delta of  $2^{\circ}12'43''$  (chord bears North  $30^{\circ}39'36''$  West, 451.39 feet); Thence North  $0^{\circ}05'32''$  West, 0.99 feet back to the point of beginning.

Parcel is 11.75 acres.

**EXHIBIT B to Moderate Income Housing Agreement****Estimate of Affordable Housing Obligation****Project Assumptions**

The calculations herein are based on the following updated project information received from the applicant:

1. Residential Units (196 total):
  - a. 4 units - 3,000 sf (3/4 bedrooms, 3 bath)
  - b. 22 units - 2,500 sf (3 bedroom, 3 bath)
  - c. 158 units - 1,300 sf (2 bedroom, 2 bath)
  - d. 12 - 1,150 sf (3 bedroom, 2 bath)
  
2. Commercial Space:
  - a. 4,800 sf restaurant
  - b. 1,320 sf spa
  - c. 1,184 sf market
  - d. 2,329 sf of meeting rooms
  
3. Ice Arena/Event Center: Developer has provided insufficient information regarding the size or use of a proposed Event Center. If such a facility is developed, the Affordable Housing Obligation calculation will be revised to include the AUE obligation attributable to the facility.

**Calculation of Affordable Housing Requirement**

The Affordable Housing Obligation is calculated pursuant to Chapter 16.30. Specifically, as a commercial development, the obligation is calculated according to Section 16.30.08. This section of the Affordable Housing Code utilizes the employee generation table (Table 2) as a basis for calculating the affordable housing need to be mitigated. The Affordable Housing Obligation is calculated in terms of Affordable Unit Equivalents (AUEs) as described in Section 16.30.06.

1. **Step 1: obligation for residential portion.** Per Table 2 in Section 16.30.08, the AUE obligation for a condo-hotel shall be the **greater** of (a) the lodging/hotel calculation (under Table 2) or (b) the residential mitigation rate (under Section 16.30.07).

- a. *Lodging/hotel calculation.*
  - Employees generated:  $196 \text{ units} \times 0.6 \text{ employees/unit} = 117.6$  employees
  - AUE obligation:  $117.6 \text{ employees} \times 10\% / 1.5 \text{ employees per unit} =$   
**7.84 AUEs**

b. *Residential calculation.* First convert to ERUs where each of the 26 three bedroom units = 1.0 ERU and each of the 170 units under 1,500 square feet = 0.75 ERU (per Section 16.37.11).

- 26 ERU (for 3 and 4 bedroom units) + 127.5 ERU (170 under 1,500 sf units x 0.75) = 153.5 ERU x 10% = **15.35 AUEs** (which is greater than 7.84)

2. Step 2: obligation for restaurant, spa and meeting rooms. Also calculated per Table 2 of Section 16.30.08.

<i>Commercial Use</i>	<i>Net Square Footage</i>	<i>Employee Generation</i>	<i>FTEs</i>	<i>AUE Obligation</i>
Restaurant	4,800	6.5 FTE/1000 sf	31.20	2.08
Spa	1,320	1.3 FTE/1000 sf	1.72	0.11
Market	1,184	3.3 FTE/1000 sf	3.91	0.26
Meeting Rooms	2,329	4.4 FTE/1000 sf	10.25	0.68
<b>TOTAL</b>				<b><u>3.13</u></b>

3. Step 3: total the AUE obligation:

Residential	15.35
Commercial	<u>3.13</u>
	18.48 AUEs

#### Adjustment to Calculation

The estimated 18.48 AUE obligation is the requirement under a standard reading of the code. However, it is notable that Table 2 does not distinguish the employee calculation for hotels with and without on-site amenities (e.g., restaurant, conference space, retail). The ERU calculation table of Section 16.37.11, however, allows up to 5% of the total floor area to be utilized for meeting rooms and an additional 5% to be utilized for support commercial areas without being counted toward additional ERUs. Therefore, it is not inconsistent to utilize the same 5% plus 5% allowance for the AUE calculation under Table 2. Utilizing this approach, the restaurant, spa, market and meeting room space would be eliminated from the AUE calculation, leaving a total estimated Affordable Housing Obligation of **15.35 AUEs**.

EXHIBIT G  
PROJECT DEVELOPMENT AGREEMENT  
WILL SERVE LETTERS



6280 N. SILVER CREEK DR. / PARK CITY, UTAH 84098

October 21, 2014  
(435) 655-7813

Wasatch County Planning Dept  
Attn: Doug Smith  
55 South 500 East  
Heber City, Utah 84032

Re: Availability of Utilities for Iroquois - Blackrock Ridge Phase 2 / Hotel

This is to verify that PacifiCorp d.b.a. Rocky Mountain Power:

- 1) Has sufficient capacity at the present time to provide, single and three phase power to the above titled development project. RMP may require an Engineering Study Agreement (ESA) of the electrical load for this project, when the Developer proceeds to construction phase of this project.
- 2) I will review the development plans, when they're submitted by:  
Mark 25 LLC Developer(s).  
Electric service will be provided under the prevailing "Rates and Regulations", as filed with the "Public Utilities Commission of Utah".
- 3) Adequate rights-of-way or easements either presently exists or will be provided by the developer to supply the requested services(s).

Sincerely,

R. Duane Layton  
Journeyman Estimator  
(435) 655-7813

Cc: Paul Watson

Gateway Consulting, Inc  
PO Box 951005  
South Jordan, Utah 84095  
paul@gatewayconsultingllc.com

file

**QUESTAR**

March 23, 2016

Paul Watson  
Gateway Consulting

Dear Developer:

*Re: Natural Gas Service Availability Letter*

Natural gas can be made available to serve the Jovid Hotel near Hwy 248 and Browns Canyon in Wasatch County when the following requirements are met:

1. Developer provides plat maps, drawings, construction schedules, average size of homes, units, and/or buildings that will be served by natural gas, and any and all other relevant information regarding commercial and residential uses, including but not limited to, proposed natural gas appliances (number and type of appliances per unit, homes, building).
2. Review and analysis by Questar Gas' Engineering and/or Pre-Construction Department to determine load requirements. System reinforcement requirements and estimated costs to bring natural gas to the development.

Upon completion of Questar Gas' review of the development's natural gas requirements, agreements will be prepared, as necessary, for high pressure, intermediate high pressure and/or service line extensions required to serve the development. These service extensions must be paid in advance.

To accommodate your construction schedule and provide cost estimates to you, please contact me at your earliest convenience.

Sincerely,



Craig J. Sargent  
Pre-Construction Specialist





**Jordanelle Special Service District**  
5780 N Old Highway 40  
P.O. Box 519  
Heber City, UT 84032  
OFFICE: (435) 654-9233  
FAX: (435) 654-6396

## **WATER & SEWER WILL SERVE LETTER**

October 17, 2017

Justin Griffin  
c/o Paul Watson  
Gateway Consulting  
PO Box 951005  
South Jordan, UT 84095

**Subject: Will Serve Letter – Jovid Hotel**

This Will Serve Letter is to make clear the requirements and conditions upon which the Jordanelle Special Service District (JSSD) agrees to provide water and sewer services to the above referenced development. It is based on the information you have provided to Wasatch County and to the District.

This letter is also subject to the terms of the Development Agreement dated August 22, 2017 and in the event of any conflict between this letter and the Development Agreement, the Development Agreement will govern, except to the extent that requirements described in this letter (such as demand calculations and design requirements) are based on changes to the Project design approved by the District, or updated demand calculations, or requirements imposed by the County Water Board subsequent to the execution of the Development Agreement.

We have reviewed the project concept and provide the following comments –

### **Development Demand Calculation and Water Rights**

Based on the concept approved through the County master plan process, the development will require water rights to support the following:

1. Equivalent Indoor Units = 177
2. Irrigated Acreage = 3.1

A spreadsheet of the equivalent indoor units calculation is attached. While official determination of required water rights is left to the County Water Board, the District expects 88.99 acre-ft of

Page 2 of 4  
Jovid Hotel  
October 17, 2017

water rights to be required to serve these demands. It is our understanding that the development has reservation water adequate to meet this requirement.

### **Required Improvements Discussion**

We have prepared a review of the proposed infrastructure relative to the plans submitted.

### **Basis of Right to Infrastructure Capacity**

1. **Water System Capacity:** Use of water system capacity is dependent on the type of use proposed for the development. Based on the submitted concept, we have calculated that the proposed development will use the following amount of capacity in the water system (based on capacity units as defined in the District's master plan):

**Water Capacity Units = 79.1**

This will be the basis for water impact fees. It is our understanding that this development is not using any purchased capacity through participation in previous bonds. All development will obtain capacity in the system through payment of unbonded impact fees. It is also our understanding that this development will be built in phases. The portion of the total impact fees to be charged for each phase will depend on what is included in each phase. Thus, the schedule for charging impact fees will need to be calculated for each phase as it is submitted but will be consistent with the attached spreadsheet of calculated capacity for the development as a whole.

2. **Sewer System Capacity:** Use of sewer system capacity is dependent on the type of use proposed for the development. Based on the submitted concept, we have calculated that the proposed development will use the following amount of capacity in the sewer system (based on units as defined in the District's master plan):

**Sewer Capacity Units = 177**

This will be the basis for sewer impact fees. It is our understanding that this development is not using any purchased capacity through participation in previous bonds. All development will obtain capacity in the system through payment of unbonded impact fees. As with the water impact fees, the schedule for charging impact fees will need to be calculated for each phase as it is submitted but will be consistent with the attached spreadsheet of calculated capacity for the development as a whole.

### **Water System Infrastructure Review**

1. **Source Improvements:** Because the development is using reservation water to meet demands as calculated by the water board, no additional source improvements are required other than the payment of applicable impact fees.
2. **Treatment Improvements:** Because the development is using reservation water to meet demands as calculated by the water board, no additional source improvements are required other than the payment of applicable impact fees.

3. **Storage Improvements:** The original feasibility letter for this development identified some potential storage improvements. However, with a recent change in policy, the District is now administering storage as a system level improvements. As a result, no storage improvements are required other than the payment of applicable impact fees.
4. **Delivery Improvements:**
  - a. Water delivery to this development may be affected by required pressure zone improvements associated with Black Rock Ridge Phases 6 & 7. However, no system level delivery improvements are required for this development on its own.
  - b. The developer will also be required to construct all other project level improvements relative to connecting to the system and delivering water through the development.

### **Sewer System Infrastructure Review**

1. **Treatment Improvements:** No system improvements have been identified outside of payment of required impact fees.
2. **Conveyance Improvements:** The following should be noted:
  - a. Based on previous discussions, the District is willing to approve connections for up to 87 sewer capacity units with no other system improvements outside of payment of required impact fees.
  - b. Beyond 87 sewer capacity units, there is insufficient capacity in the Heber Valley Outfall to accommodate additional connections. This deficiency is planned to be eliminated through an impact fee project in 2023. Developer has the option of waiting for the project to be completed in 2023, or could work with other interested parties to complete the project earlier. Since this is a system level improvement, it would be eligible for a credit against the developer's impact fee liability and potential reimbursement over time from other impact fees if it is constructed by the developer ahead of the current schedule.
  - c. All other downstream system pipelines have capacity or will have capacity through impact fee funded improvements. Developer will be required to construct all project level improvements relative to connecting to the system and collecting wastewater within the development.

### **Final Approval Process**

This letter represents the District's commitment to provide water and sewer service subject to the requirements outlined above and those in the Development Agreement. This does not constitute final approval of all plans. Prior to beginning construction, you will need to come back to JSSD to satisfy the following requirements:

- Final infrastructure construction plans for each phase must be reviewed and approved by the District.
- All JSSD fees are to be paid in full.
- Construction Bonding through the Wasatch County Engineering Department must be completed.

Page 4 of 4  
Jovid Hotel  
October 17, 2017

Upon the completion of construction, you will need to return to JSSD and satisfy the following requirements before the District will grant building permits.

- All JSSD fees are to be paid in full.
- The District should receive a copy of the as-built drawings.
- The District should have received a copy of all waterline BAC-T test results.

**Future Billing for Water and Sewer Service**

Billing for water and sewer service will commence with the completion of construction and the installation of water meters. The amount to be billed as a monthly base rate will be calculated for each phase as it is submitted but will generally match the number of equivalent indoor units. Based on the current submittal, the monthly base rate for the development will be as follows:

**Basis of Water and Sewer Base Rate = 177 Monthly Base Rates**

Please contact me if you have any questions or need additional clarification.

Sincerely,

**Jordanelle SSD**



Ron Phillips  
Manager



March 25, 2016

6280 N. SILVER CREEK DR. PARK CITY, UTAH 84098

(435) 655-7807

**Wasatch County  
Planning and Development**

Re: Availability of Utilities for: Jovid Hotel, Iroquois Phase 2, Wasatch County, Utah

This is to verify that **PacifiCorp d.b.a. Rocky Mountain Power:**

- 1) Has sufficient capacity at the present time to provide three phase/single phase power, (12,470/7200volt) to the above titled development / project.
- 2) I will review the development plans, when they're submitted by:  
Gateway Consulting, INC. Developer(s).  
Electric service will be provided under the prevailing "Rates and Regulations", as filed with the "Public Utilities Commission of Utah".
- 3) Adequate rights-of-way or easements either presently exists or will be provided by the developer to supply the requested services(s).
- 4) Due to size of the development, this project may require an internal Engineering Study Agreement.

Sincerely,

A handwritten signature in cursive script that reads "Aaron Turner".

Aaron Turner  
Journeyman Estimator  
(435) 655-7807

Cc: job file

**EXHIBIT H**  
**PROJECT DEVELOPMENT AGREEMENT**  
**ARCHITECTURAL RENDERINGS AND ROOF PLAN**  
**(APPROVED BY THE PLANNING COMMISSION)**

# JOVID HOTEL



EF1 STONE - UINTAH LEDGESTONE - SHORE CLIFF



EF2 - LAP SIDING - SW 6076 TURKISH COFFEE



EF3 - LAP SIDING - SW 6074 SPALDING CLAY



EF4 - METAL PANEL - CORTEN

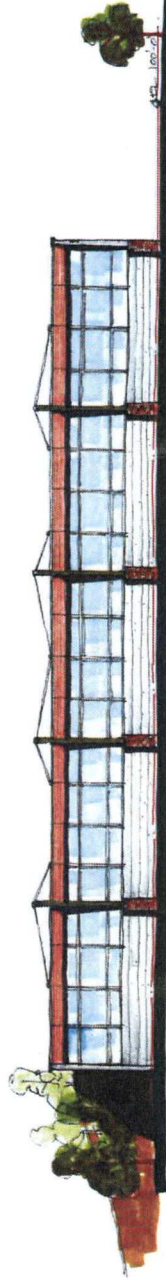


HOTEL



VANZEBEN  
ARCHITECTURE

801-677-7400  
7037 Lincoln Ave  
Eggen, Utah  
84401



EVENT CENTER

EXHIBIT I  
PROJECT DEVELOPMENT AGREEMENT  
LANDSCAPE PLAN



**PROJECT:** MARK 25, LLC  
**OWNER:** MARK 25, LLC  
**DESIGNER:** M&T  
**DATE:** 12/10/14  
**SHEET NO.:** 0500

**PROJECT:** JOVID MARK HOTEL  
**LOCATION:** WASATCH COUNTY, UTAH



**PLANTING PLAN**

**SHEET NUMBER: L102**  
**DATE: 05/20/16**

**PLANTING NOTES:**

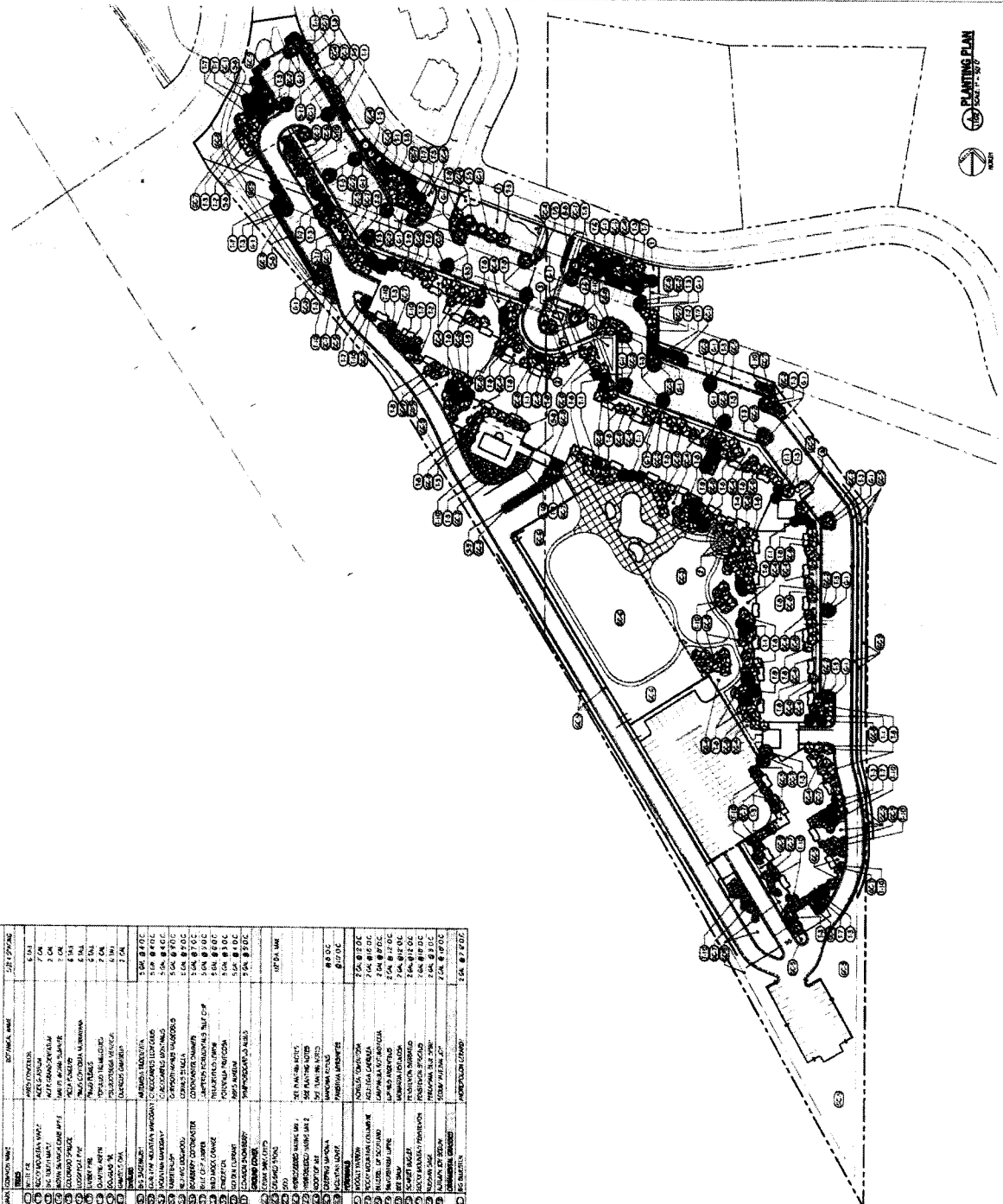
- 1. REFER TO GENERAL NOTES.
- 2. PLANTING NOTES.
- 3. MARK 25, LLC.

**PLANTING NOTES:**

- A. ALL PLANTING SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
- B. ALL PLANTING SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
- C. ALL PLANTING SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
- D. ALL PLANTING SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
- E. ALL PLANTING SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
- F. ALL PLANTING SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
- G. ALL PLANTING SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
- H. ALL PLANTING SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
- I. ALL PLANTING SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
- J. ALL PLANTING SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.

**DRAWINGS REDUCED TO 24 X 36**  
 1/2" = 1'-0" (VERTICAL)  
 1/4" = 1'-0" (HORIZONTAL)

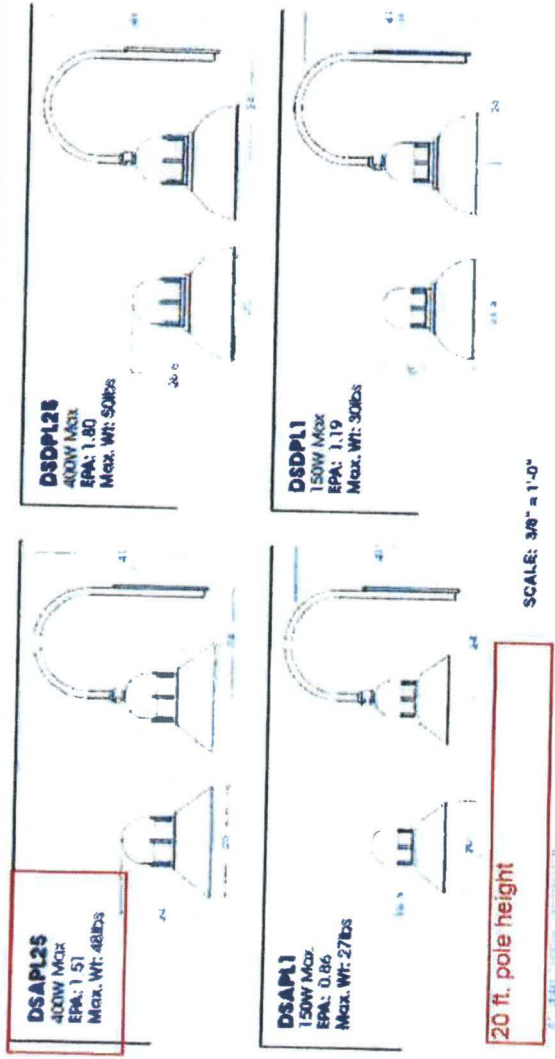
MARK 25, LLC	SYMBOL	PLANTING NAME	SIZE / SPEC
01	(Symbol)	AMERICAN BIRCH	5.0" x 7.0"
02	(Symbol)	AMERICAN BIRCH	7.0" x 9.0"
03	(Symbol)	AMERICAN BIRCH	9.0" x 11.0"
04	(Symbol)	AMERICAN BIRCH	11.0" x 13.0"
05	(Symbol)	AMERICAN BIRCH	13.0" x 15.0"
06	(Symbol)	AMERICAN BIRCH	15.0" x 17.0"
07	(Symbol)	AMERICAN BIRCH	17.0" x 19.0"
08	(Symbol)	AMERICAN BIRCH	19.0" x 21.0"
09	(Symbol)	AMERICAN BIRCH	21.0" x 23.0"
10	(Symbol)	AMERICAN BIRCH	23.0" x 25.0"
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12	(Symbol)	AMERICAN BIRCH	27.0" x 29.0"
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15	(Symbol)	AMERICAN BIRCH	33.0" x 35.0"
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18	(Symbol)	AMERICAN BIRCH	39.0" x 41.0"
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20	(Symbol)	AMERICAN BIRCH	43.0" x 45.0"
21	(Symbol)	AMERICAN BIRCH	45.0" x 47.0"
22	(Symbol)	AMERICAN BIRCH	47.0" x 49.0"
23	(Symbol)	AMERICAN BIRCH	49.0" x 51.0"
24	(Symbol)	AMERICAN BIRCH	51.0" x 53.0"
25	(Symbol)	AMERICAN BIRCH	53.0" x 55.0"
26	(Symbol)	AMERICAN BIRCH	55.0" x 57.0"
27	(Symbol)	AMERICAN BIRCH	57.0" x 59.0"
28	(Symbol)	AMERICAN BIRCH	59.0" x 61.0"
29	(Symbol)	AMERICAN BIRCH	61.0" x 63.0"
30	(Symbol)	AMERICAN BIRCH	63.0" x 65.0"
31	(Symbol)	AMERICAN BIRCH	65.0" x 67.0"
32	(Symbol)	AMERICAN BIRCH	67.0" x 69.0"
33	(Symbol)	AMERICAN BIRCH	69.0" x 71.0"
34	(Symbol)	AMERICAN BIRCH	71.0" x 73.0"
35	(Symbol)	AMERICAN BIRCH	73.0" x 75.0"
36	(Symbol)	AMERICAN BIRCH	75.0" x 77.0"
37	(Symbol)	AMERICAN BIRCH	77.0" x 79.0"
38	(Symbol)	AMERICAN BIRCH	79.0" x 81.0"
39	(Symbol)	AMERICAN BIRCH	81.0" x 83.0"
40	(Symbol)	AMERICAN BIRCH	83.0" x 85.0"
41	(Symbol)	AMERICAN BIRCH	85.0" x 87.0"
42	(Symbol)	AMERICAN BIRCH	87.0" x 89.0"
43	(Symbol)	AMERICAN BIRCH	89.0" x 91.0"
44	(Symbol)	AMERICAN BIRCH	91.0" x 93.0"
45	(Symbol)	AMERICAN BIRCH	93.0" x 95.0"
46	(Symbol)	AMERICAN BIRCH	95.0" x 97.0"
47	(Symbol)	AMERICAN BIRCH	97.0" x 99.0"
48	(Symbol)	AMERICAN BIRCH	99.0" x 101.0"
49	(Symbol)	AMERICAN BIRCH	101.0" x 103.0"
50	(Symbol)	AMERICAN BIRCH	103.0" x 105.0"



**PLANTING PLAN**  
 SCALE: 1/4" = 1'-0"

EXHIBIT J  
PROJECT DEVELOPMENT AGREEMENT  
MISC. ITEMS, PARKING LOT LIGHTS ETC.

7/2016



**DSAPL25**  
 400W Max  
 EPA: 1.51  
 Max. Wt: 48lbs

**DSDPL28**  
 400W Max  
 EPA: 1.80  
 Max. Wt: 50lbs

**DSAPL1**  
 150W Max  
 EPA: 0.86  
 Max. Wt: 27lbs

**DSDPL1**  
 150W Max  
 EPA: 1.19  
 Max. Wt: 30lbs

20 ft. pole height

SCALE: 3/8" = 1'-0"

66% 4:49 PM



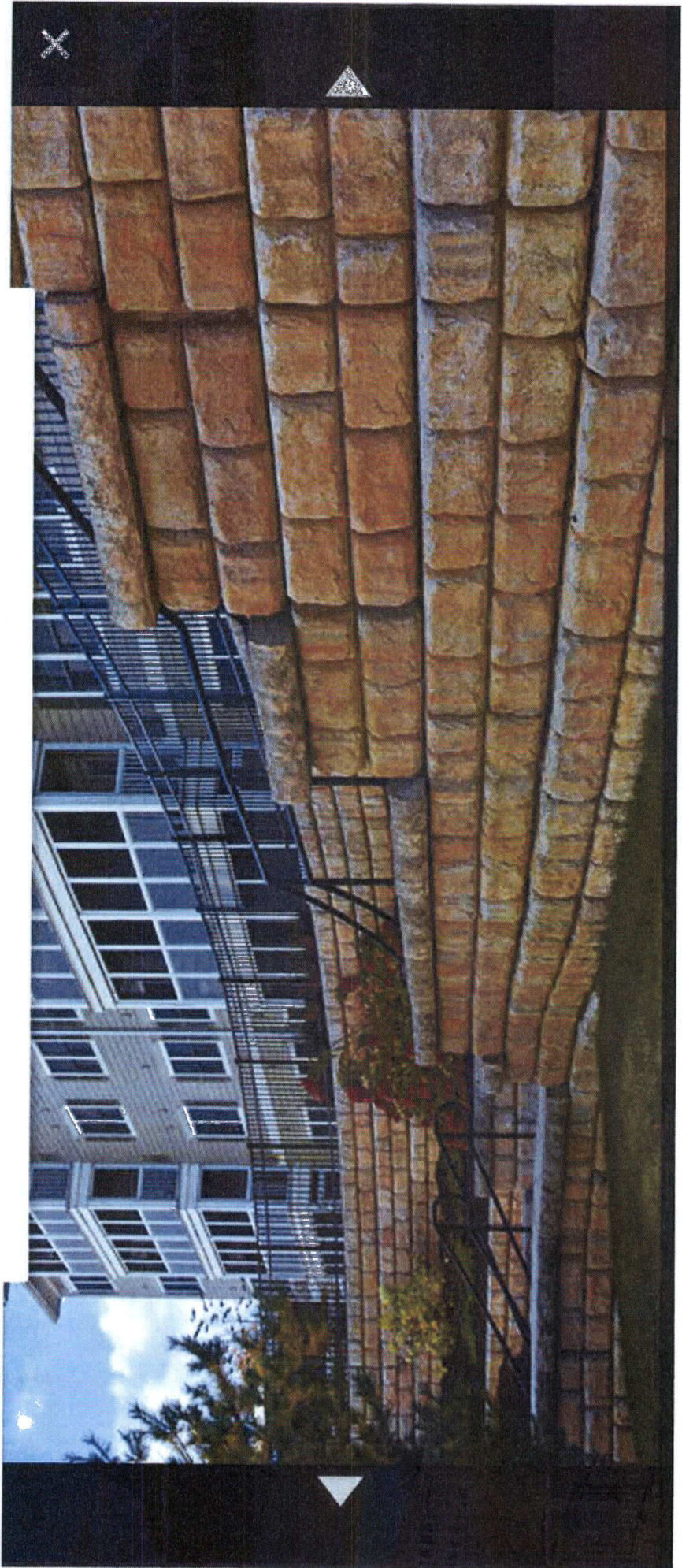
Ringtone



//wv



air



**EXHIBIT K  
PROJECT DEVELOPMENT AGREEMENT  
DRC REPORT**

# DRC:

**Health Department: Tracy Richardson**

Comments: JSSD Sewer and Water

**Engineering: Michael Davis**

Comments: ok

**Recorder: PEGGY SULSER**

Comments: N/A

**Fire: Clint Neerings and Ernie Giles**

Comments: Fire Access 26 foot width around building

FDC location to be approved by WCFD

FDC to be within 150 foot of hydrant and approved

KNOX box required

Standpipe system may be required in remote locations

**Water Resources: Steve Farrell**

Comments: No additional water requirements

**Public Works: Brandon Cluff**

Comments: I think all streets going into this should be private so there is no confusion come time to maintain and plow, as well as all the street lights due to the fact they are not the same

as the county standard light.

**JSSD/Twin Creeks/North Village: Ron Phillips**

Comments: Comments: JSSD will not sign the final plat until these conditions are met -

1. Storage capacity and fire flow must be addressed as covered in the Feasibility Letter and Development Agreement.
2. Payment of past due Water Reservation Fees must be made within 10 days of the Planning Commission approval
3. When JSSD receives payment of the Water Reservation Fees and the Development Agreement is fully executed, JSSD will issue a Water & Sewer Will Serve Letter.
4. Developer must agree to participate in the up-sizing of the 8" sewer line to a 10" sewer line and up-sizing of the new pipeline in Jordanelle Parkway, because need for up-sizing is caused in part by this Development. Developer may participate by paying increased impact fees, which fees will be calculated at the time of request for building permit, and will include the proportionate share of the upgrades to the two sewer lines described above.
5. The JSSD sewer system currently lacks the physical capacity to accommodate the Development, because there is insufficient capacity in the Heber Valley Outfall. An upgrade to the Heber Valley Outfall (the "Expanded Outfall") is planned to be completed in 2023 as part of the District's Sewer Impact Fees Facilities Plan. The Developer understands that until the Expanded Outfall is constructed, the District's existing sewer system cannot physically accommodate the Development. Accordingly, the District is not required to approve any plans for the Development until the Expanded Outfall is constructed, or the District is satisfied, in its sole discretion, that the Expanded Outfall will be constructed in time to serve the Development.

**Building Department: Robert McDonald**

Comments: No comment

**GIS/Addressing: Ivan Spencer**

Comments: This should not affect the address previously assigned of.

895 W PEACE TREE TRL

**Sheriff: Todd L. Bonner**

Comments: None

**Surveyor: JC Katsaman**

**DRC:**

Comments: No comment

**Planning/Trails: Luke Robinson**

Comments: A power point will be prepared for the planning meeting with the planning staffs findings and conditions. Further, planning staff approves with the following general conditions, all of which will be explained in greater detail in the presentation and staff report:

- Planning Receives an approval letter from Andy Dahmen.
- Planning receives an approval letter from the county reviewing geotech Doug Hawkes.
- The applicant complies with the conditions imposed by planning staff and the planning commission.
- Other members of the county DRC approve and any conditions imposed by them are met.

**Housing Authority: Wasatch County Housing Authority**

Comments: I approve this development, conditioned upon agreement relating to affordable housing issues between Jovid and Wasatch County Council.

Jeffery M Bradshaw  
Executive Director

**Manager: Michael Davis**

Comments: Do we have any standard for shared parking? I appreciate the explanation given, however, there should be some standard that has worked in other places. The parking is listed as per owned room. there must be a prohibition on additional keys then for the proposed parking to work. That will need to be on the plat and recorded. Lower loop road does not meet County Standard. All lighting must meet current County Standard.

Assessor:  
Comments: No objections noted

EXHIBIT L  
PROJECT DEVELOPMENT AGREEMENT  
CMT AND AGEK REPORTS



**Geotechnical Engineering Investigation  
Black Rock Ridge Phase II Hotel  
Browns Canyon Road and Highway 248  
Summit County, UT**

PREPARED FOR:  
Mr. Paul Watson  
Gateway Consulting

PREPARED BY:  
CMT Engineering Laboratories  
CMT Project No. 7141  
October 22, 2014

**CMT ENGINEERING**  
LABORATORIES

# CMT ENGINEERING LABORATORIES

October 22, 2014

Mr. Paul Watson  
Gateway Consulting, LLC  
P.O. Box 951005  
South Jordan, Utah 84095-1005

Subject: Geotechnical Engineering Investigation  
Black Rock Ridge Phase II Hotel  
Summit County, Utah  
CMT Engineering Project Number 7141

Mr. Watson,

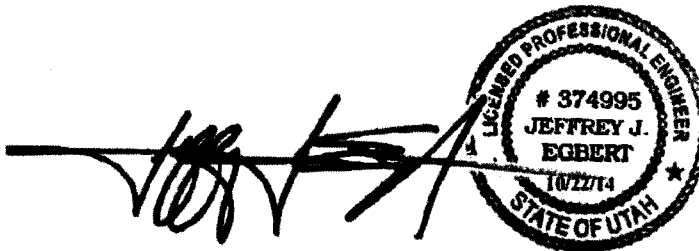
Submitted herewith is the report of our geotechnical engineering investigation for the subject site. This report contains the results of our findings and an engineering interpretation of the results with respect to the available project characteristics. It also contains recommendations to aid in the design and construction of the earth-related phases of this project.

On October 6, 2014, a CMT Engineering Laboratories (CMT) engineer was on-site and supervised the drilling a total of 7 test borings ranging in depth from 15.5 to 25 feet below the surface with a truck mounted drill rig. Soil samples were obtained during the field operations and were then transported to our laboratory for further testing. A continuous log of the subsurface conditions encountered was maintained.

Based on the findings of the subsurface investigation and other information, the site is suitable for the proposed construction provided the recommendations contained within this report are followed. A detailed discussion of design and construction criteria is presented in this report.

We appreciate the opportunity to work with you on this project. If we can be of further assistance or if you have any questions regarding this project, please do not hesitate to contact us at (801) 908-5954.

Sincerely,  
CMT Engineering Laboratories



Jeffrey J. Egbert, P.E., LEED A.P.  
Senior Geotechnical Engineer



Steven L. Smith, P.E.  
Geotechnical Division Manager

ENGINEERING

MATERIALS TESTING

SPECIAL INSPECTIONS

ORGANIC CHEMISTRY

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### APPENDIX

- Figure 1: Vicinity Map
- Figure 2: Site Map
- Figures 3 - 9: Boring Logs
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- Figures 11: Consolidation Test Results
- Figure 12: Lab Summary

## 1.0 INTRODUCTION

CMT Engineering Laboratories (CMT) was retained by Mr. Paul Watson of Gateway Consulting to conduct a geotechnical engineering subsurface investigation for a proposed hotel to be located on the southeast corner of the intersection of Highway 248 and Browns Canyon Road in Summit County, Utah (See **Figures 1 and 2** in the Appendix).

The purpose of this study is to provide recommendations for foundation design, pavement design, drainage considerations and other earth-related activities necessary for the design and construction of the project. Our scope of work included drilling 7 test holes across the site, the collection of samples of the subsurface soils, laboratory tests, engineering analysis of field and laboratory test data, and the preparation of this report which summarizes our findings and provides recommendations for design and construction of the proposed development.

### Significant aspects regarding site development

- The development at this site will consist of constructing a hotel with accompanying asphalt concrete paved parking areas. We anticipate the proposed hotel will have four levels of wood frame or light steel frame construction above grade supported on concrete spread footings and foundations. We understand that cuts and fill up to 15 feet may be needed.
- We anticipate that the continuous wall footings will have loads which will not exceed 8,000 pounds per lineal foot and that spot footings will have loads that do not exceed 150,000 pounds. If the loading conditions are different than we have anticipated, please notify us so that any appropriate modifications to our conclusions and recommendations contained herein may be made.
- Asphalt concrete paved parking areas will also be constructed.

## 2.0 EXECUTIVE SUMMARY

Following is a brief summary of our findings and conclusions:

1. The natural soils encountered in the borings are generally composed of hard clays and dense sands and gravels extending to the maximum depths explored of 15.5 to 25 feet below the existing surface.
2. Groundwater was not encountered within the depths explored.
3. Laboratory test results indicate that the natural clay soils are not moisture sensitive, have moderate pre-consolidation pressures, and will exhibit moderate compressibility characteristics when loaded below the pre-consolidation pressures.
4. The structural loads of the proposed hotel may be supported on conventional spread and continuous footings established on suitable, undisturbed natural soils or on properly placed and compacted structural fill placed on suitable undisturbed natural

soils. We recommend an allowable soil bearing pressure of 2,500 psf for the natural soils, or 3,000 psf on a minimum of 18 inches of compacted structural fill.

### **3.0 DESCRIPTION OF PROPOSED CONSTRUCTION**

The proposed structure at this site will consist of a four level hotel. We anticipate that the building will be of wood frame or light steel frame construction. We project that wall loads for the structure will not exceed 8,000 pounds per linear foot, column loads will not exceed 150,000 pounds, and uniform floor loads will not exceed 150 pounds per square foot. If these projected loads are found to differ from actual loads, we should be notified and allowed to evaluate our recommendations and provide any additional information as needed.

The development will also consist of the installation of utilities and asphalt concrete paved parking areas.

Because of the existing sloping nature of the site we understand that some cutting and filling up to 15 feet may take place across the site.

### **4.0 SITE CONDITIONS AND FIELD INVESTIGATION**

Existing surface and subsurface conditions associated with the subject property are presented in this section.

#### **4.1 Site Conditions**

The site for the proposed hotel is an undeveloped parcel at the southeast corner of the intersection of Browns Canyon Road and Highway 248 in Summit County between Park City and Kamas. The site is vegetated with grasses and shrubs. It appears that there may be some fill soils on portions of the surface of the site, likely from the construction of newer roads adjacent to the site (Falling Star Trail). The ground surface overall across the site slopes downward to the southwest with an overall relief of about 40 feet. The hotel site is bound on the north by Falling Star Trail, on the northwest by Browns Canyon Road, on the southwest by undeveloped land with Highway 248 beyond, and on the east by undeveloped land (see **Figures 1 and 2** in the Appendix).

#### **4.2 Field Investigation**

The subsurface soil conditions were investigated by drilling seven test borings at the approximate locations shown on **Figure 2** in the Appendix. The borings extended to depths of approximately 15.5 to 25 feet below the existing grades. At the locations of borings B-1 and B-3, exploration depth was limited by very hard/dense subsurface conditions at depths of 25 feet and 15.5 feet below the existing surface, respectively. The subsurface conditions

encountered by the field investigation are discussed in Section 4.3. Logs of the test borings, including a description of all soil strata encountered, are presented in **Figures 3 through 9** in the Appendix. Sampling information and other pertinent data and observations are also included in the logs. In addition, a Soils Classification Sheet defining the terms and symbols used on the logs, is provided as **Figure 10** in the Appendix.

#### **4.3 Sub-Surface Soils**

At the location of boring B-1 the surface natural clay soil contained roots and organic material to a depth up to 4 feet. At the locations of boring B-6 and B-7 sandy fill soil with boulders extending up to 9 feet in depth was encountered on the surface. At the remaining boring locations, and below the surface materials of B-1, B-6 and B-7, we predominately encountered very stiff to hard lean CLAY (CL), with occasional layers of dense to very dense silty SAND (SM), extending to the maximum depths explored of 15.5 to 25 feet below the existing grades. In boring B-1 at about 25 feet below the existing grades, and in B-3 at 15.5 feet below the existing grades, very hard/dense subsurface conditions were encountered that the drill augers were unable to penetrate further.

For a detailed description of the subsurface conditions encountered in the borings, see the Bore Hole Logs (**Figures 3 through 9**) in the Appendix. See **Figure 2** for approximate bore hole locations.

#### **4.4 Ground Water**

Groundwater was not encountered within the depths explored. Numerous factors such as heavy precipitation or snowfall, irrigation of neighboring land, and other unforeseen factors, may influence groundwater elevations at the site. The detailed evaluation of these and other factors, which may be responsible for ground water fluctuations and other water related issues at this site, is beyond the scope of this study.

#### **4.5 Site Subsurface Variations**

Based on the results of the subsurface exploration and our experience, variations in the continuity and nature of subsurface conditions should be anticipated. Due to the heterogeneous characteristics of natural soil deposits, care should be taken in interpolating or extrapolating subsurface conditions between or beyond the exploratory borings. Seasonal fluctuations in ground water conditions and surface water at the site may also occur.

## **4.6 Seismic Setting**

### **4.6.1 Faulting**

There are no mapped fault traces crossing the site. We did not observe any conditions during our field investigation that would indicate any seismic faulting in the immediate area. The nearest mapped fault trace (Frog Valley Fault) is about 2.5 miles west-southwest of the site.

### **4.6.2 Liquefaction**

Liquefaction of a soil is defined as the condition when saturated, loose, cohesion-less (fine sand-type) soils have a sudden, large decrease in their ability to support loads. This is because of excessive pore water pressure which develops during a seismic event. Cohesive (clay type) soils typically do not liquefy during a seismic event.

During our investigation we did not encounter groundwater within the maximum depth explored of 25 feet below the existing grades. In addition, the subsurface soils were generally dense/hard. Based upon these conditions it is our opinion that the soils we encountered have a low liquefaction potential.

### **4.6.3 Seismic Structural Design**

According to the findings of our subsurface investigation and the guidelines of the International Building Code (IBC, 2012) the **Site Classification D** (IBC, 2012; section 1613) may be utilized for seismic structural design.

The following values shall be used for site structural coefficients:

<b>Short Period Spectral Response Acceleration</b>	<b><math>S_s = 0.606 g</math></b>
<b>One Second Period Spectral Response Acceleration</b>	<b><math>S_1 = 0.202 g</math></b>
<b>Short Period Spectral Response Design Acceleration</b>	<b><math>S_{Ds} = 0.531 g</math></b>
<b>One Second Period Spectral Design Acceleration</b>	<b><math>S_{D1} = 0.269 g</math></b>

## **5.0 LABORATORY INVESTIGATION**

### **5.1 Laboratory Investigation**

Representative samples of the subsurface soils were difficult to obtain due to the very hard/dense nature of these soils. Samples obtained during the field investigation were returned to the laboratory. Selected laboratory tests were performed on representative soil samples to determine their classification and characteristics with respect to engineering design. Chart 1

Geotechnical Engineering Investigation  
 Black Rock Ridge Phase II Hotel  
 Summit County, Utah  
 CMT Project No. 7141

Page 6

indicates typical laboratory tests, which may have been performed on some of the samples retrieved from the site.

### **Chart 1 Laboratory Soil Testing**

<b><u>Test Conducted</u></b>	<b><u>Specification</u></b>	<b><u>To Determine</u></b>
Moisture Content	ASTM D 2216	% moisture representative of field conditions
Dry Density	ASTM D 2937	Dry unit weight representative of field conditions.
Atterberg Limits	ASTM D 4318	Plasticity and workability
Gradation Analysis	ASTM D 1140/ C117	Grain Size Analysis
One Dimension Consolidation	ASTM D-2435	Consolidation properties

Results of the laboratory testing, along with the final soil classifications, are shown on the Boring Logs contained in the Appendix (**Figures 3 through 9**). Laboratory test results are also shown on **Figures 11 and 12**. The test results indicate that the samples of the natural clay soils tested are not moisture sensitive, have moderate pre-consolidation pressures, and will exhibit moderate compressibility characteristics when loaded below the pre-consolidation pressures.

### **5.2 Engineering Analysis and Report**

Data obtained from the exploratory test borings and the laboratory-testing program was evaluated and used in the geotechnical analyses, which included the preparation of this report which presents our findings and recommendations. These recommendations have been developed on the basis of the previously described project characteristics utilizing common engineering practice.

## **6.0 FOUNDATION RECOMMENDATIONS**

### **6.1 Foundation Recommendations**

We anticipate that the footings will be established at approximately 2.5 to 3 feet below proposed finished grades. We recommend that footings be established entirely on undisturbed, suitable natural soils or entirely on compacted structural fill which extends to suitable undisturbed natural soils. Foundations may be designed using a maximum allowable bearing pressure of 2,500 psf if founded on native



soils, or 3,000 psf if founded on at least 18 inches of structural fill. If structural loads exceed the levels projected in Section 3.0 we should be notified to review our recommendations and provide additional recommendations if needed.

The following recommendations should be implemented:

- All undocumented fill soils, debris, vegetation, and unsuitable natural soils (topsoil, loose or disturbed soils, organic soils, etc.), should be completely removed from all footings for a width of at least twice the width of the footing. Foundation areas should be excavated using a cutting bar or other smooth-bladed equipment to minimize disturbance to the underlying soils.
- Base soil should be examined by a qualified geotechnical engineer to confirm the removal of all uncontrolled fill, topsoil, soft soils and other deleterious materials.
- Any additional imported structural fill should be placed and compacted in accordance to Section 10.0.
- Continuous footing width should be maintained at a minimum of 24 inches.
- Spot footings should be a minimum of 30 inches in width.
- Exterior footings should be placed a minimum of 36 inches below final grade for frost protection, and interior footing shall be placed a minimum of 16 inches below grade.
- Drainage around the site should be created so that water is not allowed to flow into the excavation during or after construction.

The allowable bearing pressure may be increased by 1/3 for temporary loads such as wind and seismic forces.

## **6.2 Estimated Settlement**

Foundations designed and constructed in accordance with our recommendations could experience some settlement as a result of the structural loads. If the recommendations provided herein are observed, we estimate settlement for the hotel foundations due to the structural loads should not exceed one inch, with differential settlements on the order of one-half inch. We expect approximately 75 percent of initial settlement to take place during construction. Additional settlement could occur during a seismic event.

We understand that site grading cuts and fills up to 15 feet may be needed to achieve proposed grades. Deep fills can induce additional settlement in the underlying natural soils. To reduce the potential settlement from aerial fills below the structure we recommend that site grading fill be placed as far in advance of building construction as possible. Additional information about fill placement can be found in section 10.0 **Site Preparation and Grading**.

## 7.0 LATERAL EARTH PRESSURES

The following lateral soil pressures should be used for design:

1. An equivalent fluid pressure of 45 pounds per cubic foot (pcf) for the active case. That is when the structure is allowed to yield, i.e. move away from the soil. This requires a minimum movement or rotation at the top of the wall of  $0.001H$ , where "H" is the height of the wall (bottom of footing to top of wall).
2. 65 pcf for the at rest case. This situation occurs when the wall is not allowed to yield.
3. 295 pcf for the passive case. The wall is allowed to move into the soil under this circumstance.

The given values for design, are based on the use of the natural clay soils as back fill. If imported soils are used, we recommend that this office review the materials and provided any needed additional recommendations.

## 8.0 FLOOR SLABS

The existing sandy gravelly undocumented fill soils and topsoil should be completely removed from below floor slab areas. To create a capillary break and aid in distributing the floor loads, we recommend that all at-grade slabs, including exterior flatwork, be underlain by a minimum of 4 inches of free-draining granular material supported on suitable undisturbed natural soils or structural fill. To help control normal shrinkage and stress cracking, the floor slabs should have the following features:

1. Adequate reinforcement for the anticipated floor loads with the reinforcement continuous through interior floor joints;
2. Frequent crack control joints; and
3. Non-rigid attachment of the slabs to foundation walls and bearing slabs.

## 9.0 DRAINAGE RECOMMENDATIONS

All soils can experience some volume change when exposed to water. Therefore adequate site drainage is always important. Site grading design and construction should be completed to insure that all surface water is directed away from the foundation bearing soils. We recommend that the following actions be taken:

1. All areas around the structures should be sloped to provide drainage away from the structures. We recommend a minimum slope of 6 inches in the first 10 feet away from the structure.
2. All roof drainage should be collected in rain gutters with downspouts designed to discharge well beyond the backfill limits.
3. Adequate compaction of the foundation backfill should be provided. We suggest a minimum of 90% of the maximum laboratory density as determined by ASTM D-1557. Water consolidation methods should not be used under any circumstances.
4. Sprinklers should be aimed away from the foundation walls. The sprinkling systems should be designed with proper drainage and be well-maintained. Over watering should be avoided.
5. Other precautions may become evident during construction.

## **10.0 SITE PREPARATION AND GRADING**

### **10.1 General Site Grading**

All deleterious materials should be stripped from the site prior to any site grading activities. This includes undocumented fill, debris, vegetation, and unsuitable soils (disturbed soils, topsoil, organic soils, etc.). Our explorations encountered undocumented fill soils at the locations of borings B-6 and B-7 up to 9 feet in depth.

We understand that site grading cuts and fills up to 15 feet may be needed to achieve design grades.

### **10.2 Temporary Excavations**

For temporary excavations less than 5 feet deep, either in the existing sandy gravelly fill soils or natural clay soils, slopes should not be steeper than 0.5:1 (horizontal to vertical). Temporary excavations extending up to 10 feet in depth should not be made steeper than 1:1. If unstable conditions or groundwater seepage are encountered, flatter slopes, shoring, or bracing may be required for all conditions. All excavations should be made following OSHA safety guideline.

### **10.3 Slopes**

Permanent cut and fill slopes should not exceed 15 feet in height and should not be made steeper than 2:1 (horizontal to vertical) without stability analyses. If grading plans include

slopes that exceed these recommendations we should be notified to evaluate grading plans and make additional recommendations as needed.

### **10.3 Fill Material**

About 9 feet of undocumented sandy gravelly fill soil was encountered on the surface of the site in the vicinity of boring B-6 and B-7. These soils should be completely removed from under building areas. These soils could possibly be utilized as structural fill or site grading fill if found to meet or processed to meet the requirements given below for structural fill. The following types of fill are recommended for specific applications:

#### **10.3.1 Structural Fill:**

Well-graded granular soils free of organics, debris, or other deleterious materials are recommended for use as structural fill at this site. We recommend a well-graded, sandy gravel material with no less than 5% and no more than 25% passing the #200 sieve and no particles greater than 4 inches in maximum dimension.

#### **10.3.2 Non-Structural Fill and Site Grading Fill**

The existing sandy gravelly fill soils may be utilized as site grading fill if the larger (+4") particles are removed or crushed to the maximum specification given above for structural fill. The natural soils clay soils should not be used. All fill material should be approved by the engineer prior to placement. Site grading fill should be compacted to the requirements given in Section 10.5, below.

### **10.4 Trenches**

The existing sandy gravelly fill soils could possibly be used as trench backfill if it is found to meet, or processed to meet the recommendations for structural fill given above. Most municipalities are requiring that utility trench backfill be composed of granular material with limited fines. Structural fill as described above will meet these specifications. All trench backfill should be compacted to the requirements set forth in Section 10.5.

### **10.5 Fill Placement and Compaction**

Fill should be placed on level, horizontal surfaces. Areas with existing slopes steeper than about 4 horizontal to 1 vertical should be benched to facilitate fill placement and compaction. We recommend maximum bench heights of 4 feet.

The various types of compaction equipment have their limitations as to the maximum lift thickness that can be compacted. For example, hand operated equipment is limited to lifts of about 4 inches and most "trench compactors" have a maximum, consistent compaction depth of about 6 inches. Large rollers, depending on soil and moisture conditions can achieve

compaction at 8 to 12 inches. The full thickness of each lift should be compacted to at least the following percentages of the maximum dry density as determined by ASTM D-1557:

1. Compacted fill below structures (less than 10 feet)	95%
2. Compacted fill below structures (greater than 10 feet)	98%
3. Backfill of trenches	
a. Below foundations	95%
b. Below floor slabs	95%
c. Below pavements	95%
d. Others	90%
4. Below Pavements	95%

Field density tests should be performed on each lift as necessary to insure that compaction is being achieved. As a minimum, 33% of all spot footings, and one test for every 50 lineal feet of continuous wall footings shall be tested for each lift.

In addition to proper compaction, we recommend that site grading fills be placed as far in advance of other construction as possible (ideally three to four weeks) to reduce the potential for additional settlement to occur below constructed works both from the weight of the site grading fill applied to the underlying natural soils, as well as some settlement within the deep fills themselves.

### **10.6 Stabilization**

The natural clay soils, depending on the moisture content at the time of construction, can be easily disturbed and are subject to rutting and pumping. The likelihood of disturbance or rutting and/or pumping is a function of the load applied to the surface, as well as the frequency of the load. Consequently, rutting and pumping can be minimized by avoiding concentrated traffic, minimizing the load applied to the surface by using lighter equipment and/or partial loads, by working in drier times of the year, or by providing a working surface for the equipment. Rubber-tired equipment particularly, because of high pressures, promotes instability in wet, soft soils.

If rutting or pumping occurs, traffic should be stopped and the disturbed soils should be removed and replaced with granular material. Typically a minimum of 18 inches of the disturbed soils must be removed to be effective. However, deeper removal is sometimes required.

The most effective granular material for stabilization is an angular, well-graded gravel such as a pit run or crushed rock with a maximum size of about four inches. We suggest that the initial lift be approximately 12 inches thick and be compacted with a static roller-type compactor. The more angular and coarse the material, the thinner the lift that will be required. We recommend that the fines content (percent passing the no. 200 sieve) be less than 15%, the liquid limit be less than 35, and the plasticity index be less than 15.

Often the amount of granular material can be reduced with the use of a geotextile fabric such as Mirafi 500x or equivalent. Its use will also help avoid the mixing of the subgrade soils with the granular material. After the excavation of the disturbed soils, the fabric should be spread across the bottom of the excavation and up the sides a minimum of 18 inches. Otherwise, it should be placed in accordance with the manufacturer's recommendation, including proper overlaps. The granular material can then be placed over the fabric in compacted lifts as described above.

## 11.0 PAVEMENTS

Ideally, all undocumented fill should be removed from pavement areas to minimize the potential for settlement and distress to the pavement surface. However, with proper preparation, up to 18 inches of the existing undocumented sandy gravelly fill soils may be left in place in pavement areas. Following removals, the surface of the remaining 18 inches of the existing sandy gravelly undocumented fill soils should be scarified to a depth of at least 9 inches, moisture conditioned, and compacted to the requirements for structural fill given above. Additional structural fill may then be placed over the compacted surface.

We anticipate that the pavement surface will support mostly cars and pickup trucks, and possibly some occasional moderate weight delivery trucks and a weekly garbage truck. Pavement design is significantly influenced by the weight and frequency of the vehicles utilizing the pavement surface. If these projections underestimate the expected traffic we should be notified to evaluate our designs and provide additional recommendations as needed. Initial construction traffic will likely include some heavy trucks.

Based upon the discussions above, we anticipate that the majority of the pavements will be established on the natural clay soils which will exhibit poor pavement support characteristics when saturated or nearly saturated. Table 1 below contains the minimum recommended pavement section based on an estimated CBR of 3% for the natural clay soils.

**Table 1: Pavement Design**

Material	Pavement Section Thickness (in)
Asphalt	3
Road-Base	8
Sub base	0
Total Thickness	11

\*over the natural clay soils only

Untreated base course (UTBC) should conform to 1"-minus UDOT specifications for A-1-A/NP and have a CBR value greater than 70%. Asphalt should conform to city, county or UDOT specification.

All engineered fill materials should be compacted in accordance with **Section 10.5** of this report. The asphalt pavement should be compacted to 96% of the maximum density for the asphalt material. Deep site grading fills for pavement areas should also be placed as far in advance of construction of flatwork and pavements as possible.

## **12.0 QUALITY CONTROL**

### **12.1 Quality Control**

Our recommendations in this report are based on the assumption that adequate quality control testing and observations will be conducted by CMT during construction to verify compliance. This may include but not necessarily be limited to the following:

### **12.2 Field Observations**

Observations should be completed during all phases of construction such as site preparation, foundation excavation, structural fill placement and concrete placement.

### **12.3 Fill Compaction**

Compaction testing is required for all structural supporting fill materials. Maximum Dry Density (Proctor-ASTM 1557) tests should be requested by the contractor immediately after delivery of any granular fill materials. The maximum density information should then be used for field density tests on each lift as necessary to insure that the required compaction is being achieved.

### **12.4 Concrete Quality**

We recommend that freshly mixed concrete be tested in accordance with ASTM designations. Testing should include slump, temperature, unit weight, yield, entrained air and compressive strength tests.

## **13.0 LIMITATIONS**

The recommendations provided herein were developed by evaluating the information obtained from the borings and site investigation. The boring data reflects the subsurface conditions only at the specific locations at the particular time designated on the boring logs. Soil and ground water conditions may differ from conditions encountered at the actual boring locations. The nature and extent of any variation in the borings may not become evident until during the course

Geotechnical Engineering Investigation  
Black Rock Ridge Phase II Hotel  
Summit County, Utah  
CMT Project No. 7141

Page 14

of construction. If variations do appear, it may become necessary to re-evaluate the recommendations of this report after we have observed the variation.

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

We appreciate the opportunity to be of service to you on this project. If we can be of further assistance or if you have any questions regarding this project, please do not hesitate to contact us at (801) 908-5954.

## **14.0 REFERENCES**

ASTM, American Society for Testing and Materials 2010

IBC, International Building Code, 2012 Edition, International Conference of Building Officials, Whittier, CA.



# Appendix



**CMT** ENGINEERING  
LABORATORIES

## Vicinity Map

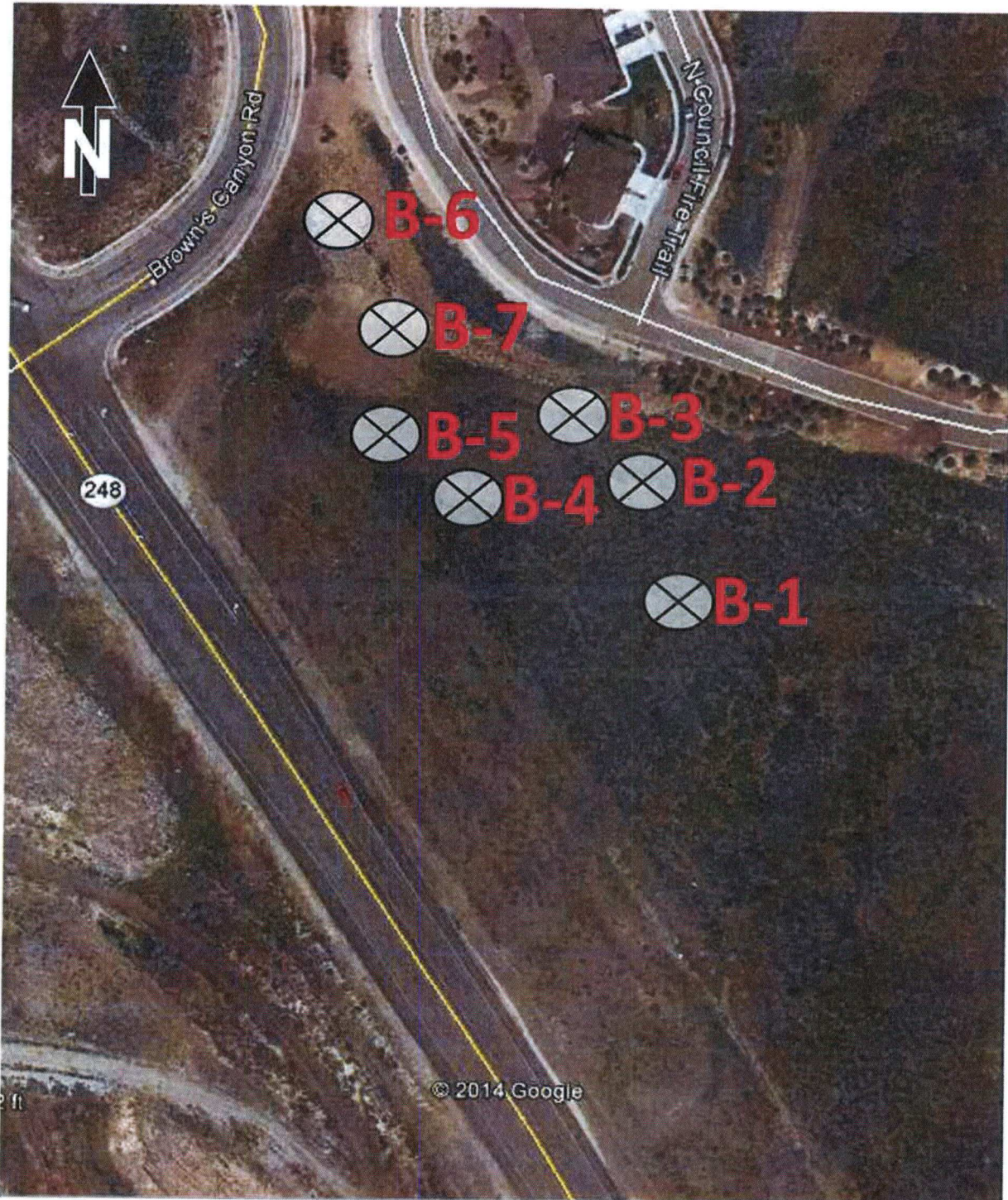
Browns Canyon Road, Park City, Utah

Black Rock Ridge Phase 2 hotel

Date:	6-Oct-14
Project #:	7141
Engineer:	Jeff Egbert
Drawn by:	Nate Pack

Figure:

1



**CMT** ENGINEERING  
LABORATORIES

## Site Map

Browns Canyon Road, Park City, Utah

Black Rock Ridge Phase 2 hotel

Date: 6-Oct-14  
Project #: 7141  
Engineer: Jeff Egbert  
Drawn by: Nate Pack

Figure:

2

**Black Rock Ridge Phase 2 Hotel**

**Bore Hole Log**

**B-1**

Browns Canyon Road, Park City, Utah  
Mark 25 LLC

Excavation Type: Hollow-Stem  
Surface Elev. (approx): 6734'

Total Depth: 25.0'  
Water Level: NA

Date: 6-Oct-2014  
Job #: 7141

Depth (ft.)	Soil Description	Sample Type	Retained (in)	Blows (ft. (N))	Moisture (%)	Gradation			Atterberg	Dry Density
						Sand %	LL	PL		
0.0 - 4.0	Surface - 4.0': Silty Organic TOPSOIL, soft and moist									
4.0 - 15.0	4.0' - 15.0': Light brown CLAY (CL)									
5.0			X	25 50-4'						
10.0			X	47 50-6'						
15.0				37 50-5'	165			NP	109	
15.0 - 25.0	15.0' - 25.0': Gray/brown silty SAND (SM)									
20.0			X	20 33 36	69					
25.0	Refusal @ 25.0'									
27.5										
30.0										
32.5										
35.0										
37.5										
40.0										
42.5										

Remarks: 1.) Water wasn't encountered in the excavation  
2.)



**Black Rock Ridge Phase 2 Hotel**

**Bore Hole Log**

**B-2**

Browns Canyon Road, Park City, Utah  
Mark 25 LLC

Excavation Type: Hollow-Stem  
Surface Elev. (approx): 6732'

Total Depth: 16.5'  
Water Level: NA

Date: 6-Oct-2014  
Job #: 7141

Depth (ft.)	Soil Description	Retained (in)	Blows (N)	Moisture (%)	Gradation			Atterberg				
					Gravel (%)	Sand (%)	Fines (%)	LL	PL	PI		
0.0 - 16.5	Surface - 16.5': Brown CLAY (CL) w/ sand, and trace boulders.											
5.0			31									
5.0 - 7.5	dry and hard		50-7'									
10.0			12									
10.0 - 12.5	slightly moist and hard		18									
10.0 - 15.0			20	38								
15.0			10									
15.0 - 17.5	slightly moist and hard		16									
15.0 - 20.0			22	38								
17.5 - 20.0	End @ 16.5'											
20.0 - 22.5												
22.5 - 25.0												
25.0 - 27.5												
27.5 - 30.0												
30.0 - 32.5												
32.5 - 35.0												
35.0 - 37.5												
37.5 - 40.0												
40.0 - 42.5												

Remarks: 1.) Water wasn't encountered in the excavation  
2.)



**Black Rock Ridge Phase 2 Hotel**

**Bore Hole Log**

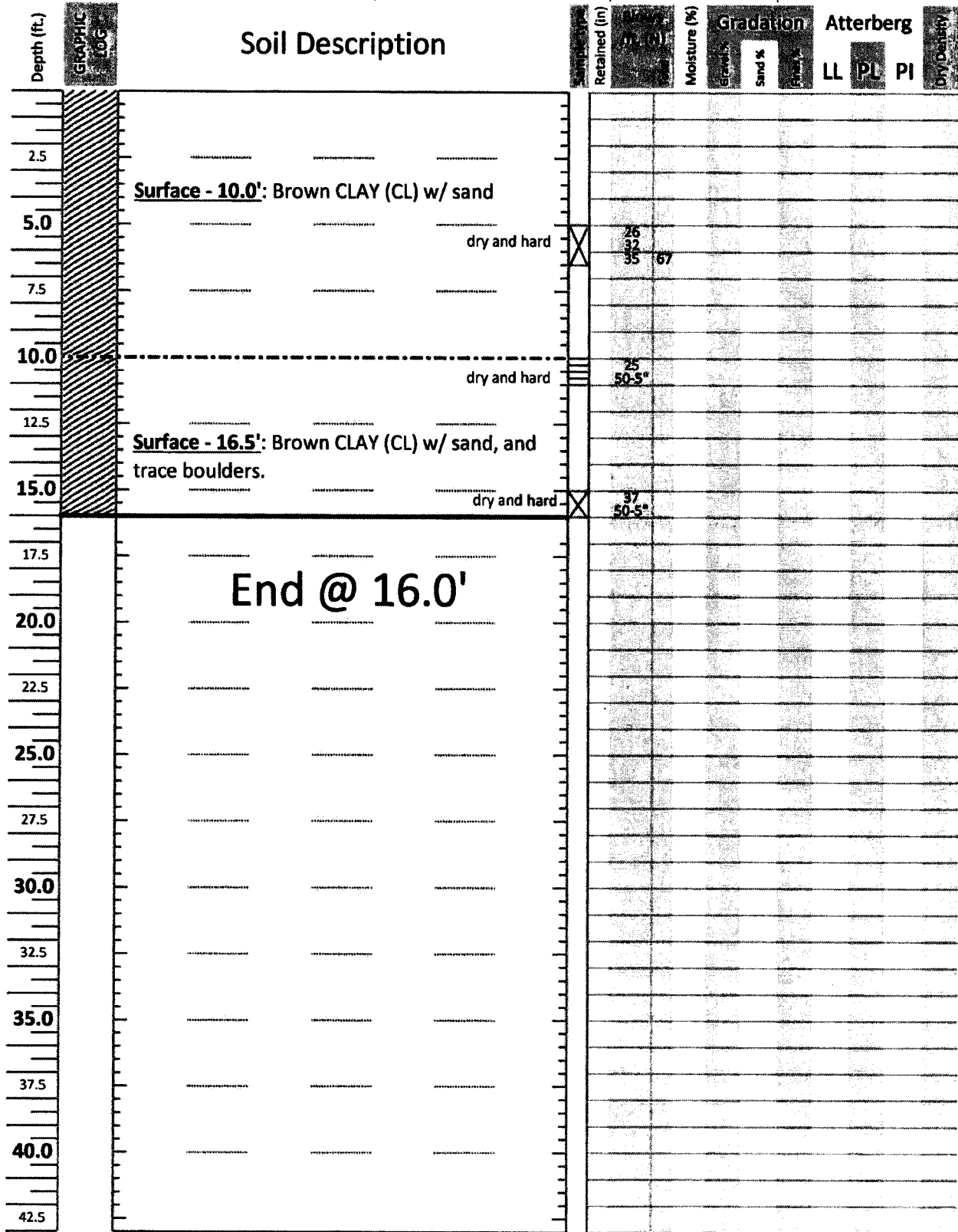
**B-3**

Browns Canyon Road, Park City, Utah  
Mark 25 LLC

Excavation Type: Hollow-Stem  
Surface Elev. (approx): 6724'

Total Depth: 16.0'  
Water Level: NA

Date: 6-Oct-2014  
Job #: 7141



Remarks: 1.) Water wasn't encountered in the excavation  
2.)



**Black Rock Ridge Phase 2 Hotel**

**Bore Hole Log**

**B-4**

Browns Canyon Road, Park City, Utah  
Mark 25 LLC

Excavation Type: Hollow-Stem  
Surface Elev. (approx): 6717'

Total Depth: 16.5'  
Water Level: NA

Date: 6-Oct-2014  
Job #: 7141

Depth (ft.)	Soil Description	Sample type	Retained (in)	Blows (N)	Moisture (%)	Gradation			Atterberg			Dry Density
						Gravel %	Sand %	Fines %	LL	PL	PI	
0.0	Surface - 16.5': Brown CLAY (CL) w/ sand, and trace boulders.											
4.5				28								
5.0	dry and hard	X		50-4*								
10.0				29								
10.5	dry and hard	X		32								
11.0				37	69							
15.0				11								
15.5	moist and very stiff	X		12								
16.0				17	29							
16.5	End @ 16.5'											
17.5												
20.0												
22.5												
25.0												
27.5												
30.0												
32.5												
35.0												
37.5												
40.0												
42.5												

Remarks: 1.) Water wasn't encountered in the excavation  
2.)



**Black Rock Ridge Phase 2 Hotel**

**Bore Hole Log**

**B-5**

Browns Canyon Road, Park City, Utah  
Mark 25 LLC

Excavation Type: Hollow-Stem  
Surface Elev. (approx): 6710'

Total Depth: 16.5'  
Water Level: NA

Date: 6-Oct-2014  
Job #: 7141

Depth (ft.)	Soil Description	Sample Type	Retained (in)	Blows Per (ft)	Moisture (%)	Gradation			Atterberg			
						Gravel %	Sand %	Fines %	LL	PL	PI	
0.0 - 2.5	Surface - 16.5': Brown CLAY (CL) w/ sand, and trace boulders.											
2.5 - 5.0												
5.0 - 7.5		dry and hard	X	20	46	50.4						
7.5 - 10.0												
10.0 - 12.5												
12.5 - 15.0												
15.0 - 17.5												
17.5 - 20.0												
20.0 - 22.5												
22.5 - 25.0												
25.0 - 27.5												
27.5 - 30.0												
30.0 - 32.5												
32.5 - 35.0												
35.0 - 37.5												
37.5 - 40.0												
40.0 - 42.5												

Surface - 16.5': Brown CLAY (CL) w/ sand, and trace boulders.

dry and hard

dry and hard

slightly moist and hard

End @ 16.5'

Remarks: 1.) Water wasn't encountered in the excavation  
2.)





**Black Rock Ridge Phase 2 Hotel**

**Bore Hole Log**

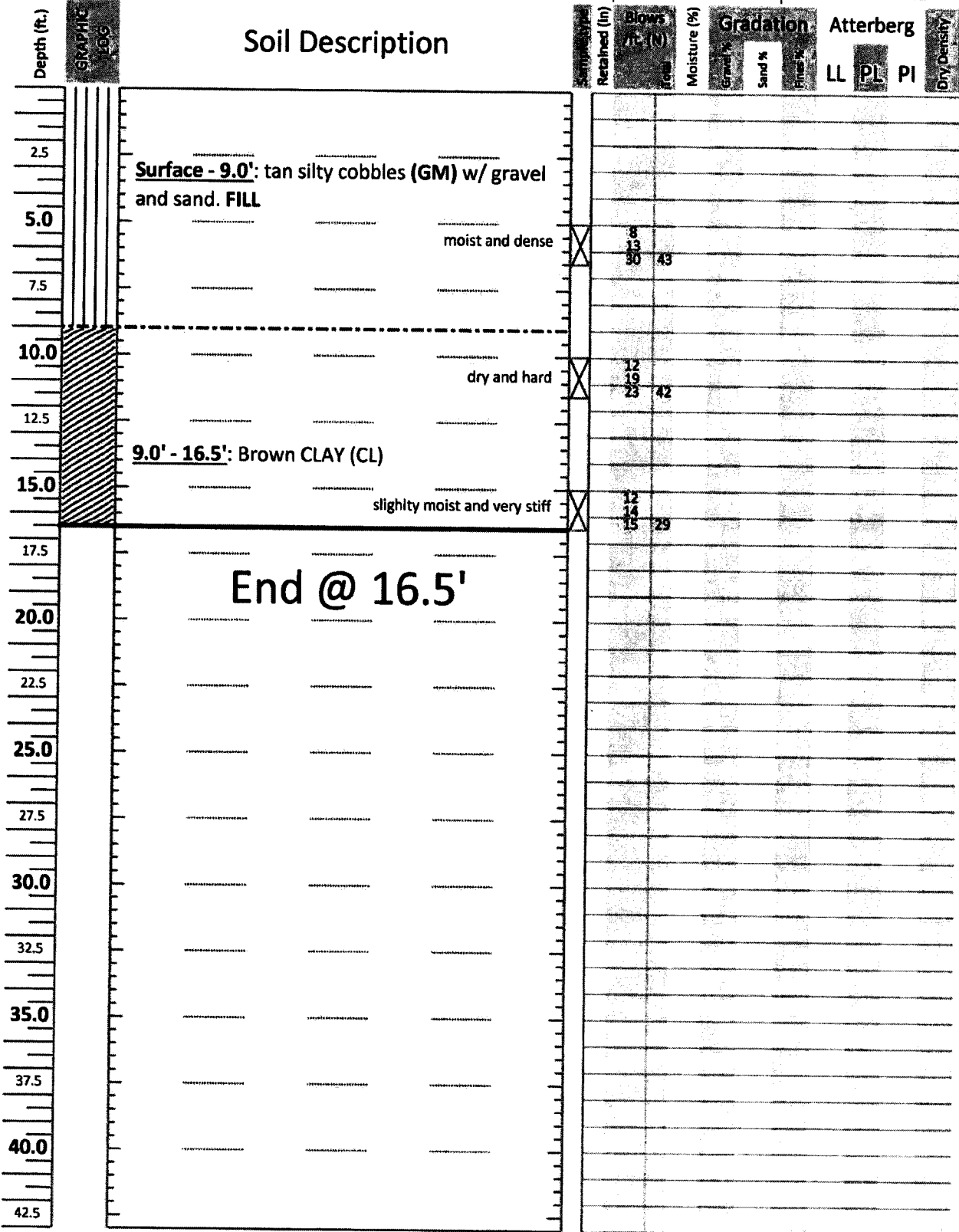
**B-6**

Browns Canyon Road, Park City, Utah  
Mark 25 LLC

Excavation Type: Hollow-Stem  
Surface Elev. (approx): 6715'

Total Depth: 16.5'  
Water Level: NA

Date: 6-Oct-2014  
Job #: 7141



Remarks: 1.) Water wasn't encountered in the excavation  
2.)



**Black Rock Ridge Phase 2 Hotel**

**Bore Hole Log**

**B-7**

Browns Canyon Road, Park City, Utah  
Mark 25 LLC

Excavation Type: Hollow-Stem  
Surface Elev. (approx): 6715'

Total Depth: 16.5'  
Water Level: NA

Date: 6-Oct-2014  
Job #: 7141

Depth (ft.)	Soil Description	Sample Type	Retained (in)	Blows /ft. (N)		Gradation			Atterberg			Dry Density
				Total	Moisture (%)	Gravel (%)	Sand (%)	Fine (%)	LL	PL	PI	
0.0 - 9.0	Surface - 9.0': tan silty cobbles (GM) w/ gravel and sand. FILL											
9.0 - 16.5	9.0' - 16.5': Brown CLAY (CL)											
16.5	End @ 16.5'											

Remarks: 1.) Water wasn't encountered in the excavation  
2.)



# UNIFIED SOIL CLASSIFICATION SYSTEM

FIELD IDENTIFICATION PROCEDURES				Graphic Symbol	Letter Symbol	Typical Descriptions			
<b>Coarse Grained Soils</b>  More than half of coarse fraction is larger than a No. 4 sieve size  (For visual classifications the 1/4" size may be used as equivalent to the No. 4 sieve size)  More than half of material is larger than No. 200 sieve size  (The No. 200 sieve size is about the smallest particle visible to the naked eye)	<b>Gravels</b>  Clean Gravels  (little or no fines)	Wide range of grain size and substantial amounts of all intermediate particle sizes.			GW	Well graded gravels, gravel-sand mixtures, little or no fines			
		Predominantly one size of a range of sizes with some intermediate sizes missing.			GP	Poorly graded gravels, gravel-sand mixtures, little or no fines			
		Gravel with Fines  (appreciable amount of fines)	Non-plastic fines (for identification procedures see ML below)		GM	Silty Gravels, poorly graded gravel-sand-silt mixtures.			
			Plastic fines (for identification procedures see CL below).		GC	Clayey gravels, poorly graded gravel-sand-clay mixtures			
	<b>Sands</b>  More than half of coarse fraction is smaller than a No. 4 sieve size  (For visual classifications the 1/4" size may be used as equivalent to the No. 4 sieve size)	Clean Sands  (little or no fines)	Wide range of grain size and substantial amounts of all intermediate particle sizes.			SW	Well graded sands, gravelly sands, little or no fines		
			Predominantly one size of a range of sizes with some intermediate sizes missing.			SP	Poorly graded sands, gravelly sands, little or no fines		
		Sands with Fines  (appreciable amount of fines)	Non-plastic fines (for identification procedures see ML below)			SM	Silty sands, poorly graded sand-silt mixtures		
			Plastic fines (for identification procedures see CL below).			SC	Clayey sands, poorly graded sand-clay mixtures		
<b>Fine Grained Soils</b>  Less than half of material is larger than No. 200 sieve size  (The No. 200 sieve size is about the smallest particle visible to the naked eye)	IDENTIFICATION PROCEDURES ON FRACTION SMALLER THAN NO. 4 SIEVE SIZE				SILTS AND CLAYS		Liquid limit less than 50	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sand with slight plasticity
	None to Slight		Quick to slow		None	CL		Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays	
	Medium to High		None to Very Slow		Medium	OL		Organic silts and organic silt-class of low plasticity	
	Slight to Medium		Slow		Slight	MH		Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts	
	Slight to Medium		Slow to none		Slight to Medium	CH		Inorganic clays of high plasticity, fat clays	
	High to Very High		None		High	OH		Organic clays of medium to high plasticity	
	Medium to High		None to very slow		Slight to Medium	PT	Peat and other highly organic soils		
	SILTS AND CLAYS				Liquid limit greater than 50		MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts	
	Slight to Medium		Slow to none		Slight to Medium	CH	Inorganic clays of high plasticity, fat clays		
	High to Very High		None		High	OH	Organic clays of medium to high plasticity		
Medium to High		None to very slow	Slight to Medium	PT	Peat and other highly organic soils				

- 1.) **Boundary Classifications:** Soils possessing characteristics of two groups are designated by combinations of group symbols. For example GW-GC, well graded gravel-sand mixture with clay binder
- 2.) All sieve sizes on this chart are U.S. standard.

**General Notes**

- 1.) In general, Unified Soil Classification Designation presented on the logs were evaluated by visual methods only. Therefore, actual designations (based on laboratory testing) may differ.
- 2.) Lines separating strata on the logs represent approximate boundaries only actual transitions may be gradual
- 3.) Logs represent general soil conditions observed at the point of exploration on the date indicated
- 4.) No warranty is provided as to the continuity of soil conditions between individual sample locations.

Modifiers					
Fine-Grained Soils			Coarse-Grained Soils		
Granular Portion		Granular Portion		Fine Grained Portion	
Description	%	Description	%	Description	%
Trace	5 - 15	Trace	5 - 15	Trace	0 - 5
With	15 - 30	With	>15	With	5 - 12
Use Modifier	>30			Use Modifier	>12

Coarse-Grained soils with 5 to 12% fines require dual symbols

Moisture Content	
Description:	Criteria
Dry	Absence of moisture, dusty, dry to the touch
Damp	Apparent moisture, but below optimum
Moist	Damp, no visible water, at or near optimum moisture
Very Moist	Above optimum moisture content
Wet	Well above optimum moisture content

Cementation	
Description:	Criteria
Weakly	Crumbles or breaks with handling of light finger pressure
Moderately	Crumbles or breaks with considerable finger pressure
Strongly	Will not crumble or break with finger pressure

Coarse Grained Soils				Field Test
Apparent Density	SPT (blows/ft)	Relative Density (%)		
Very Loose	<4	0 - 15	Easily penetrated with 1/2" reinforcing rod pushed by hand	
Loose	4 - 10	15 - 35	Difficult to penetrate with 1/2" reinforcing rod pushed by hand	
Medium Dense	10 - 30	35 - 65	Easily penetrated a foot with 1/2" reinforcing rod driven by a 5 lb. hammer	
Dense	30 - 50	65 - 85	Difficult to penetrate a foot with 1/2" reinforcing rod driven by a 5 lb. hammer	
Very Dense	>50	85 - 100	Penetrated only a few inches with 1/2" reinforcing rod driven by a 5 lb. hammer	

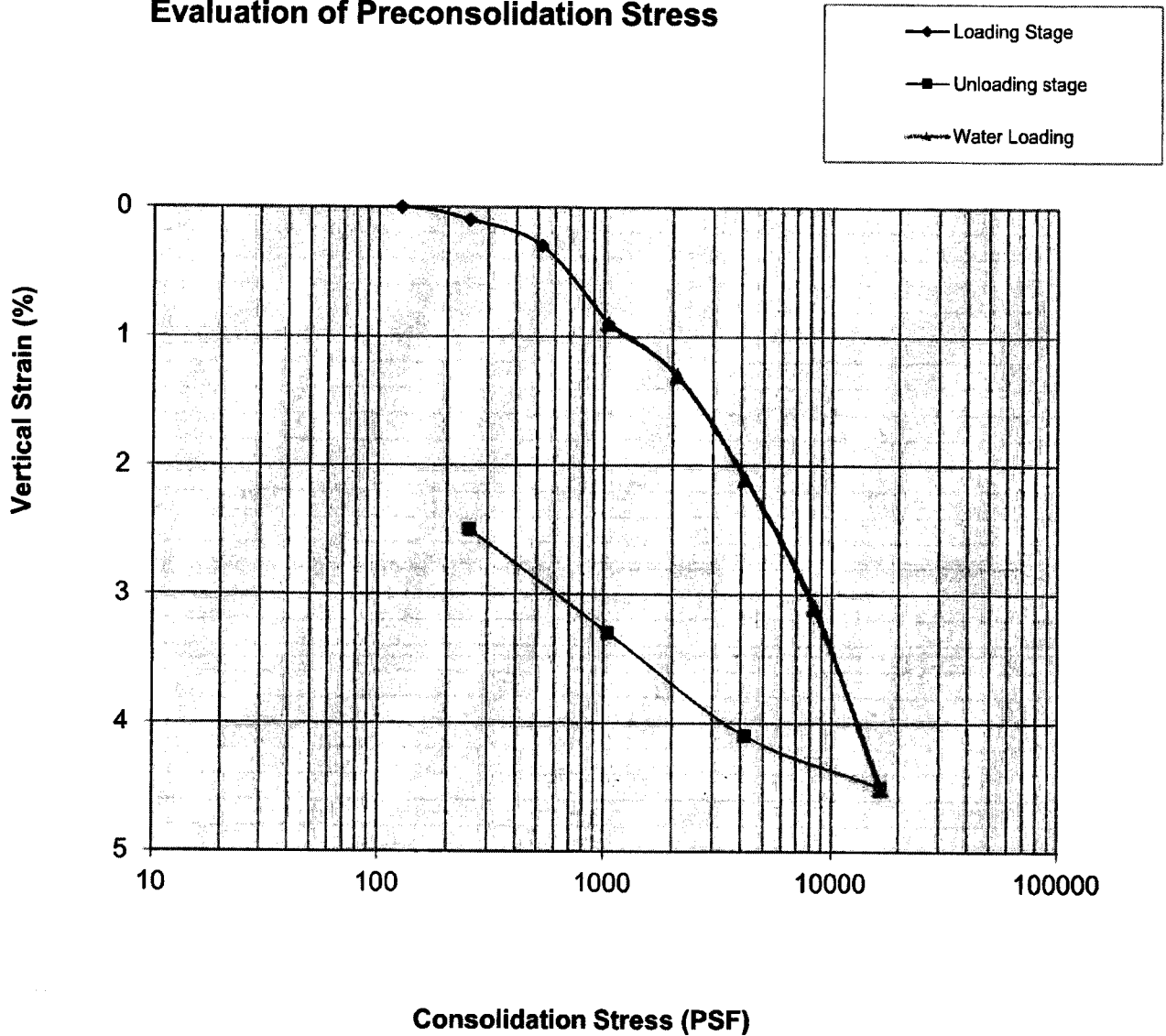
Fine Grained Soils					Field Test
Consistency	SPT (blows/ft)	Pocket Penetrometer			
		Undrained shear strength (ksf)	Unconfined compressive strength (ksf)		
Very Soft	<2	<0.125	<0.25	Easily penetrated several inches by thumb. Squeezes through fingers	
Soft	2 - 4	0.125 - 0.25	0.25 - 0.5	Easily penetrated 1" by thumb. Molded by light finger pressure	
Firm	4 - 8	0.25 - 0.5	0.5 - 1.0	Penetrated over 1/2" by thumb with slight effort. Molded by strong finger pressure	
Stiff	8 - 15	0.5 - 1.0	1.0 - 2.0	Indented about 1/2" by thumb but penetrated only with great effort	
Very Stiff	15 - 30	1.0 - 2.0	2.0 - 4.0	Readily indented by thumbnail	
Hard	>30	>2.0	>4.0	Indented with difficulty by thumbnail	

**Log Key Symbols**


Stratification	
Description	Thickness
Seam	1/16 - 1/2"
Layer	1/2 - 12"
Occasional	one or less per foot of thickness
Frequent	foot of thickness

### Consolidation Test

#### Evaluation of Preconsolidation Stress



Moisture: 16.50 (%)

Dry Density: 109.04 (pcf)

Soil Classification: **ML**

Liquid Limit:

Plastic Limit:

Plasticity Index:

**CMT ENGINEERING**  
LABORATORIES

B-1 @ 20.0' Direct Shear

Browns Canyon Road, Park City, Utah

Black Rock Ridge Phase 2 hotel

Date: 6-Oct-14

Project #: 7141

Engineer: Jeff Egbert

Drawn by: Nate Pack

**CMT ENGINEERING**

**Lab Summary**

Black Rock Ridge Phase 2 Hotel

Browns Canyon Road, Park City, Utah

Job #: 7141

Hole	Sample	Depth (ft.)	Soil Class*	N	Sample Type	Moisture			Gradation			Atterberg			Dry Density	Other
						ASTM: D2216			ASTM: D1140/CL17			ASTM: D4318				
						Gravel	Sand	Fines	LL	PL	PI					
B-1	1	5.0		50-4	Split Spoon											
B-1	2	10.0		50-6	Split Spoon											
B-1	3	15.0		50-5	Rings	16.5	3.0	71.9	25.1		NP		109.04			
B-1	4	20.0		69	Split Spoon											
B-2	5	5.0		50-2	Rings		0.1	59.2	40.7							
B-2	6	10.0		38	Split Spoon											
B-2	7	15.0		38	Split Spoon											
B-3	8	5.0		67	Split Spoon											
B-3	9	10.0		50-5	Rings	21.9	0.0	49.3	50.7	45	30	15				
B-3	10	15.0		50-5	Split Spoon											
B-4	11	5.0		50-4	Split Spoon											
B-4	12	10.0		69	Split Spoon											
B-4	13	15.0		29	Split Spoon											
B-5	14	5.0		50-4	Split Spoon	15.4	0.0	31.4	68.6	50	21	29				
B-5	15	10.0		56	Split Spoon											
B-5	16	15.0		43	Split Spoon											
B-6	17	5.0		43	Split Spoon	14.9	31.1	47.2	21.7	48	35	13				
B-6	18	10.0		42	Split Spoon											
B-6	19	15.0		29	Split Spoon											
B-7	20	5.0		50-5	Split Spoon											
B-7	21	10.0		50	Split Spoon											
B-7	22	15.0		50	Split Spoon	30.8				43	20	23				

\* In accordance with the Unified Soil Classification System

Sampled By: Nate Pack

Sample date: October 1, 2014

Drilled By: Earthcore



# AGEC

## Applied GeoTech

December 18, 2014

Wasatch County Planning Department  
55 South 500 East  
Heber City, UT 84032

Attention: Doug Smith  
EMAIL: [dsmith@co.wasatch.ut.us](mailto:dsmith@co.wasatch.ut.us)

Subject: Geotechnical Review  
Black Rock Ridge Phase 2 Hotel  
Browns Canyon Road and Highway 248  
Wasatch County, Utah  
Project No. 1141138

Gentlemen:

Applied Geotechnical Engineering Consultants, Inc. was requested to review the geotechnical report prepared by CMT Engineering Laboratories for the Black Rock Ridge Phase 2 Hotel to be located at Browns Canyon Road and Highway 248 in Wasatch County, Utah. The report has a date of October 22, 2014 with a CMT Engineering Project No. 7141.

Based on the information provided in the report, it is our professional opinion that the report does not suitably address geotechnical concerns for the proposed construction described in the above-referenced report because of the lack of consolidation/swell testing of the clay. The reported Atterberg limit test results suggest that some of the clay has high liquid limits, which could indicate the presence of expansive soil. The reported moisture contents are relatively low for this type of clay, indicating the potential for expansion as the soil moisture increases in the soil if the clay is moisture sensitive. Swell/ consolidation testing of the clay would be needed to determine potential shrink/swell concerns of the clay.

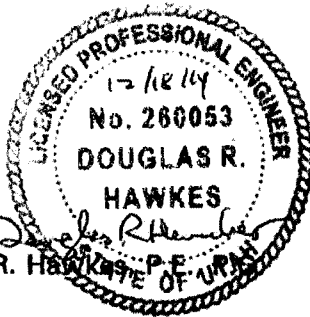
The report appears to adequately address other geotechnical aspects of the project for the proposed construction described in the report. Although, some of the recommendations may need to be modified if the soil is found to be moisture sensitive.

Wasatch County Planning Department  
December 18, 2014  
Page 2

If you have questions or if we can be of further service, please call.

Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



Douglas R. Hawkes, P.E.

Reviewed by JRM, P.E.  
DRH/dc

# AGEC

## Applied GeoTech

January 20, 2015

Wasatch County Planning Department  
55 South 500 East  
Heber City, UT 84032

Attention: Doug Smith  
EMAIL: [dsmith@co.wasatch.ut.us](mailto:dsmith@co.wasatch.ut.us)

Subject: Geotechnical Review No. 2  
Black Rock Ridge, Phase 2 Hotel  
Browns Canyon Road and Highway 248  
Wasatch County, Utah  
Project No. 1141138

Gentlemen:

Applied Geotechnical Engineering Consultants, Inc. was requested to review the geotechnical investigation review response for the Black Rock Ridge Phase 2 Hotel located at Browns Canyon Road and Highway 248 in Wasatch County, Utah. The letter from CMT Engineering being reviewed is dated January 15, 2015 under Project No. 7141. Our previous review letter for the project is dated December 18, 2014 under Project No. 1141138.

The intent of our review comment concerning the potential presence of moisture-sensitive soil at the proposed hotel site was to alert the geotechnical consultant of the potential problem. The additional test pits and testing performed by CMT have now shown that there are moisture-sensitive soils at the site. Engineering calculations and resulting recommendations should be provided for mitigation of potential problems associated with the moisture-sensitive soil. This would include providing geotechnical calculations for heave predictions and recommendations to mitigate the risk of distress to buildings, floor slabs, pavement exterior flatwork, swimming pool and other improvements that may be impacted by moisture-sensitive soil.

Based on our experience, there is significant risk for soil moisture to increase over the life of a facility, which may result in distress to structures where moisture-sensitive soil is left in place below the facility unless appropriate mitigative measures are taken. Therefore, we do not agree with the consultant that "the likelihood that the soils below the floor slab will become saturated is low". In our opinion, the magnitude of potential heave and the risks of potential damage should be evaluated in determining what mitigative measures should be taken.



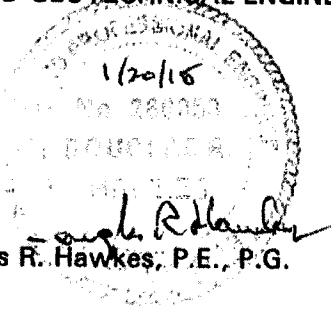
Wasatch County Planning Department  
January 19, 2015  
Page 2

Slope stability concerns should be addressed for the proposed grading plan including the stability of proposed retaining structures if they have not already been adequately addressed.

If you have questions or if we can be of further service, please call.

Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



Douglas R. Hawkes, P.E., P.G.

Reviewed by JRM, P.E.

DRH/rs

# AGEC

## Applied GeoTech

March 11, 2015

Wasatch County Planning Department  
55 South 500 East  
Heber City, UT 84032

Attention: Doug Smith  
EMAIL: [dsmith@co.wasatch.ut.us](mailto:dsmith@co.wasatch.ut.us)

Subject: Geotechnical Review No. 3  
Black Rock Ridge, Phase 2 Hotel  
Browns Canyon Road and Highway 248  
Wasatch County, Utah  
Project No. 1141138

Gentlemen:

Applied Geotechnical Engineering Consultants, Inc. was requested to review the geotechnical investigation review response for the Black Rock Ridge, Phase 2 Hotel located at Browns Canyon Road and Highway 248 in Wasatch County, Utah. The letter from CMT Engineering being reviewed is dated March 9, 2015 under Project No. 7141. Our previous review letters for the project are dated December 18, 2014 and January 20, 2015 under Project No. 1141138.

The latest review response indicates that CMT Engineering recognizes there is moisture-sensitive soil at the site, the site drainage recommendations provided in their previous letter will be followed by the developer and CMT Engineering will be involved during construction to observe building excavations to determine the extent of moisture-sensitive soil below the proposed areas of concern and will provide appropriate recommendations for the proposed construction at the site at that time.

It is our professional opinion that this is a suitable option for the project as long as the construction is accomplished following appropriate subsurface investigation and engineering recommendations provided as part of the process.

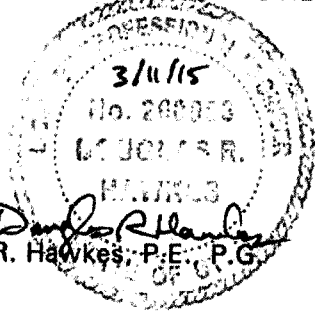
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PLANNING DEPARTMENT

Wasatch County Planning Department  
March 11, 2015  
Page 2

If you have questions or if we can be of further service, please call.

Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



Douglas R. Hawkes, P.E., P.G.

Reviewed by JEN, P.E.

DRH/rs

# CMT ENGINEERING LABORATORIES

Construction • Materials • Technologies  
Geotechnical, Environmental, & Materials Engineering/Testing/Research

August 11, 2016

Mr. Rich Wolper  
Mark 25 Construction  
1739 Lakewood Drive  
Salt Lake City, Utah 84117

Subject: Black Rock (Jovin) Hotel  
Wasatch County, Utah  
CMT Job No. 8432

Mr. Wolper:

CMT previously performed a geotechnical study<sup>1</sup> for the development. Subsequent to the release of the referenced geotechnical investigation report several changes were made to the scope and extent of the development. These changes have expanded the development into areas of the site outside of the general area of the initial subsurface explorations. Additional subsurface explorations have been performed at the site to further assess the subsurface conditions. These additional subsurface explorations were performed on November 18, 2014, April 28, 2016, and on July 15, 2016. The findings of the additional explorations performed in November of 2014 were provided on January 15, 2015 as part of a response to a review of our referenced geotechnical report.

The explorations performed in April and July were for the purpose of assessing subsurface conditions in areas of the expanded site not previously explored.

The approximate locations of all the explorations performed at the site are shown on the attached **Figure 1**. These locations were not surveyed and many now could not be surveyed due to site grading activities. Logs of the April and July 2016 explorations are also attached.

Based upon the additional subsurface explorations for the expanded site it is our opinion that the recommendations in the referenced 2015 geotechnical study are applicable to the expanded portions of the proposed development.

### **Limitations**

This letter is an addendum to the referenced geotechnical report. Our professional services have been performed, our findings obtained and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices.

<sup>1</sup> Geotechnical Engineering Investigation, Black Rock Ridge Phase II Hotel, Browns Canyon Road and Highway 248, Summit County, UT, CMT Project No. 7141, October 22, 2014.

ENGINEERING

MATERIALS TESTING

SPECIAL INSPECTIONS

ORGANIC CHEMISTRY

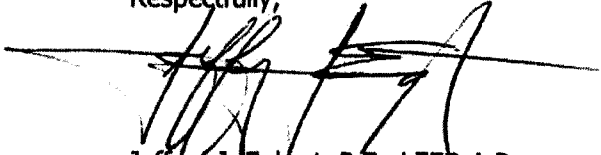
LOGAN OFFICE: 2005 NORTH 600 WEST, SUITE A, LOGAN, UTAH 84321 • TEL: (435) 753-6815 • FAX: (435) 787-4983  
SALT LAKE CITY OFFICE: 2796 S. REDWOOD ROAD, SALT LAKE CITY, UTAH 84119 • TEL: (801) 908-5954 • FAX: (801) 972-9075  
LINDON OFFICE: 909 WEST 500 NORTH, SUITE F, LINDON, UTAH 84042 • TEL: (801) 492-4132  
ATL/ARIZONA OFFICE: 2921 NORTH 30<sup>th</sup> AVENUE, PHOENIX, ARIZONA 85017 • TEL: (602) 241-1097 • FAX: (602) 2771306  
EMAIL = cmt@cmtlaboratories.com

Black Rock (Jovin) Hotel  
Wasatch County, Utah  
CMT Job No. 8432

2

We appreciate the opportunity to be of service to you on this project. If we can be of further assistance or if you have any questions regarding this project, please do not hesitate to contact us at (801) 492-4132.

Respectfully,



Jeffrey J. Egbert, P.E., LEED A.P.  
Senior Geotechnical Engineer

Attachments:

- Figure 1: Exploration Locations
- Figures 2-7: Test Pit Logs

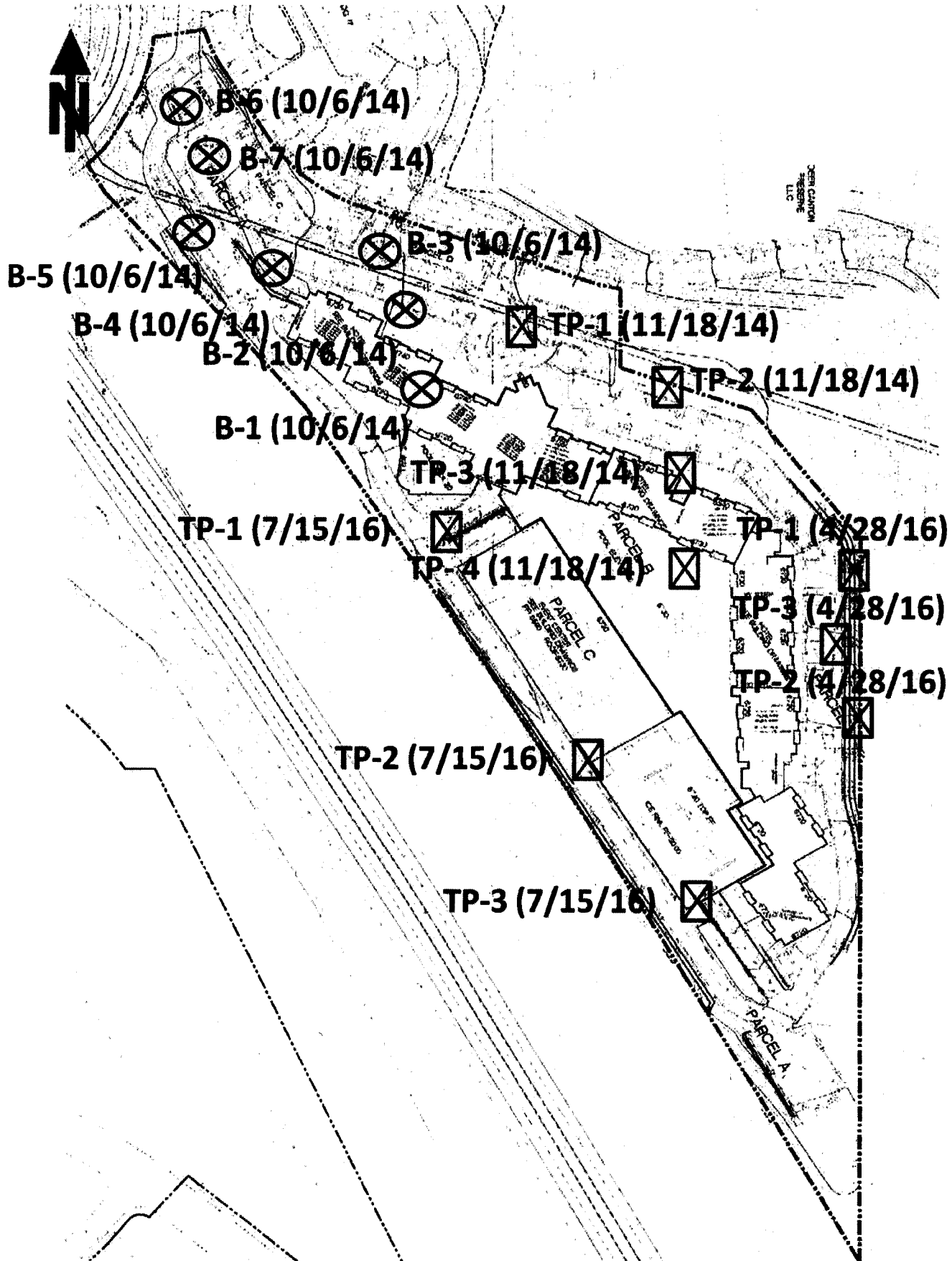
ENGINEERING

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EMAIL = [cmt@cmtlaboratories.com](mailto:cmt@cmtlaboratories.com)



**CMT ENGINEERING**  
LABORATORIES

Exploration Locations

Date: 5-Aug-16

Job # 8432

# Black Rock (Jovin) Hotel

# Test Pit Log

TP-1

Browns Canyon Road, Wasatch County

Type: Trackhoe  
Surface Elev. (approx):

Total Depth: 8 Feet  
Water Level:

Date: 4/28/16  
Job #: 8432

Depth (ft.)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Gradation			Atterberg			Dry Density
						Gravel %	Sand %	Fines %	LL	PL	PI	
0		TOPSOIL: Silty, sandy clay with gravel, organics, moist, stiff, dark brown.										
2.5		Block and Ash Tuff. Sandy CLAY/Clayey SAND (CL/SC), some gravel- pebble to a few boulder sized clasts in matrix, a few weakly cemented layers, carbonate veins, very stiff, slightly moist to dry, light brown.		1	24.9				49	33	16	
5		Bedrock. Rhyodacitic volcanic rock, very hard, gray.										
7.5		Refusal										
		End at 8 Feet										
10												
12.5												
15												
17.5												

Remarks: No groundwater encountered.

Figure:



Excavated By: Jay Kirch  
Logged By: M. Larsen

2

# Black Rock (Jovin) Hotel

# Test Pit Log

TP-2

Browns Canyon Road, Wasatch County

Type: Trackhoe  
Surface Elev. (approx):

Total Depth: 18 Feet  
Water Level:

Date: 4/28/16  
Job #: 8432

Depth (ft.)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Gradation			Atterberg			Dry Density
						Gravel %	Sand %	Fines %	LL	PL	PI	
0		TOPSOIL: Silty, sandy clay, gravel, organics, moist, dark brown.										
2.5		Block and Ash Tuff. Silty SAND (SM/GM), some gravel-pebble to a few boulder sized clasts in matrix, a few weakly cemented layers, carbonate veins. dense, slightly moist to dry, light brown.										
5												
7.5				2	21.3	20	55	25			NP	
10				3	14.7							
12.5												
15		More gravel clasts in matrix.										
17.5												
End at 18 Feet												

Remarks: No groundwater encountered.

Figure:



Excavated By: Jay Kirch  
Logged By: M. Larsen

3



# Black Rock (Jovin) Hotel

# Test Pit Log

TP-3

Browns Canyon Road, Wasatch County

Type: Trackhoe  
Surface Elev. (approx):

Total Depth: 15 Feet  
Water Level:

Date: 4/28/16  
Job #: 8432

Depth (ft.)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Gradation			Atterberg			Dry Density
						Gravel %	Sand %	Fines %	LL	PL	PI	
0		TOPSOIL: Silty, sandy clay, gravel, organics, moist, dark brown.										
2.5		Block and Ash Tuff. Silty SAND (SM/GM), some gravel-pebble to a few boulder sized clasts in matrix, a few weakly cemented layers, cemented layers, carbonate veins, dense, slightly moist to dry, light brown.										
5												
7.5												
10				4	17.3	0	60	40			NP	
12.5												
15		End at 15 Feet										
17.5												

Remarks: No groundwater encountered.

Figure:



Excavated By: Jay Kirch  
Logged By: M. Larsen

4

# Black Rock (Jovin) Hotel

# Test Pit Log

TP-1

Browns Canyon Road, Wasatch County

Type: Trackhoe  
Surface Elev. (approx):

Total Depth: 11 Feet  
Water Level:

Date: 7/15/16  
Job #: 8432

Depth (ft.)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Gradation			Atterberg			Dry Density
						Gravel %	Sand %	Fines %	LL	PL	PI	
0		TOPSOIL: Clay, gravel, cobbles, small boulders, roots, organics, dry, brown.										
2.5		Block and Ash Tuff. Sandy CLAY/Clayey SAND (CL/SC), some gravel- pebble to a few boulder sized clasts in matrix, a few weakly cemented layers, carbonate veins, very stiff, slightly moist to dry, light brown.		1	18.6				54	22	32	
5		Weathered Rhyodacitic bedrock. Poorly Graded GRAVEL (GP-GM) with silt, cobbles, boulders, dense, moist, lt. yellow-brown.										
7.5												
10												
		Refusal at approximately 11 feet.										
		End at 11 Feet										
12.5												
15												
17.5												

Remarks: No groundwater encountered. From adjacent survey stake this area receives a 3.5 foot fill.

Figure:



Excavated By: Jay Kirch

Logged By: J. Egbert

5

# Black Rock (Jovin) Hotel

# Test Pit Log

TP-2

Browns Canyon Road, Wasatch County

Type: Trackhoe  
Surface Elev. (approx):

Total Depth: 9 Feet  
Water Level:

Date: 7/15/16  
Job #: 8432

Depth (ft.)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Gradation			Atterberg			Dry Density
						Gravel %	Sand %	Fines %	LL	PL	PI	
0		TOPSOIL: Clay, gravel, cobbles, small boulders, roots, organics, dry, brown.										
2.5		Weathered Rhyodacitic bedrock. Poorly Graded GRAVEL (GP-GM) with silt, cobbles, boulders, dense, moist, lt. yellow-brown.										
5												
7.5												
9		Refusal at approximately 9 feet.										
10		End at 9 Feet										
12.5												
15												
17.5												

Remarks: No groundwater encountered.

Figure:



Excavated By: Jay Kirch  
Logged By: J. Egbert

6

# Black Rock (Jovin) Hotel

# Test Pit Log



TP-3

Browns Canyon Road, Wasatch County

Type: Trackhoe  
Surface Elev. (approx):

Total Depth: 11 Feet  
Water Level:

Date: 7/15/16  
Job #: 8432

Depth (ft.)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Gradation			Atterberg			Dry Density	
						Gravel %	Sand %	Fines %	LL	PL	PI		
0		FILL: Contractor placed site grading fill. Clayey sand and gravel, few cobbles, occasional boulder, medium dense to dense, moist, dark brown.											
2.5													
5		Weathered Rhyodacitic bedrock. Clayey GRAVEL (GC), cobbles, sand, occasional boulder, dense, moist, brown to purplish-gray brown.											
7.5													
10		Refusal at approximately 11 feet.											
12.5		End at 11 Feet											
15													
17.5													

Remarks: No groundwater encountered.

Figure:



Excavated By: Jay Kirch

Logged By: J. Egbert

7

**KEY TO SYMBOLS**

Symbol Description

**Strata symbols**

Topsoil

Low plasticity  
clayBasalt  
(or generic rock)

Silty sand and gravel



Clayey sand and gravel

Clayey sand/  
Low plasticity clayPoorly graded gravel  
with silt

Fill



Clayey gravel

**Soil Samplers**

Bulk/Grab sample

**Notes:**

1. The results of laboratory tests on the samples collected are shown on the logs at the respective sample depths.
2. The subsurface conditions represented on the logs are for the locations specified. Caution should be exercised if interpolating between or extrapolating beyond the exploration locations.
3. The information presented on the logs is subject to the limitations, conclusions, and recommendations presented in the report.

Figure:

**8**

# AGEC

## Applied GeoTech

August 12, 2016

Wasatch County Planning Department  
55 South 500 East  
Heber City, UT 84032

Attention: Doug Smith  
EMAIL: [dsmith@co.wasatch.ut.us](mailto:dsmith@co.wasatch.ut.us)

Subject: Geotechnical Review No. 5  
Black Rock Ridge, JOVID Hotel  
Browns Canyon Road and Highway 248  
Wasatch County, Utah  
Project No. 1141138

Gentlemen:

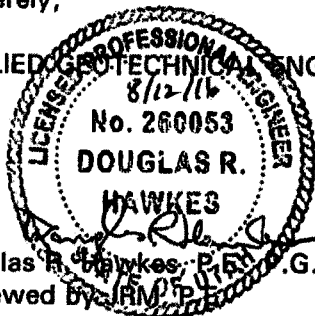
Applied Geotechnical Engineering Consultants, Inc. was requested to review the CMT Engineering Laboratories' Redi-Rock retaining wall design and construction recommendations presented in a letter dated August 10, 2016 under CMT Job No. 8432. We provided review comments concerning the original CMT submittal of Redi-Rock wall design information. Our comments were provided in a letter dated August 10, 2016 under Project No. 1141138. We provided review comments concerning other geotechnical aspects of the project and submitted our comments in a number of other letters under Project No. 1141138.

The CMT letter dated August 10, 2016 responding to our review comments of August 10, 2016 is acceptable. It will be important to have the grading plan modified to follow the recommendations provided in the CMT letter based on the newly proposed wall construction and slope modifications along with the recommended diversion of the drainage away from the top of the Redi-Rock walls.

This letter has been prepared in accordance with generally accepted geotechnical engineering practices for use of the client. Comments included in the letter are based on the limited information available to us at the time of review. If you have questions or if we can be of further service, please call.

Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



Douglas R. Hawkes, P.E., G.  
Reviewed by JRM, P.E.  
DRH/rs

EXHIBIT M  
PROJECT DEVELOPMENT AGREEMENT  
ANDY DAHMEN REPORT DATED AUGUST 16, 2016

# Andy Dahmen:

Wasatch County  
Attn: Mike Davis  
25 North Main  
Heber, UT 84032

RE: Inyoquin Hotel Site, CUP, Revised Plan Approval 2<sup>nd</sup> Review

Mr. Davis,

The JOVID Hotel project was continued for the July planning commission meeting. Since that time there have been changes in the plans requiring additional review by the Wasatch County geotechnical review engineer and myself. I have reviewed the most recent set of drawings prepared by Paul Watson of Gateway Consulting Inc. The latest plans are dated 8/3/2016 with sheets G2 and G3 revised 8/12/2016.

There are many correspondences between the county's review geotechnical engineer, Doug Hawkes, and the applicant and their geotechnical engineer, CMT Engineering. I have spoke with Doug Hawkes and it appears he has the information and comfort level to approve the Redi Rock wall and 2:1 slope on the east side of the project and the dam embankment for the proposed detention basin. The 10' stacked rock wall is still questionable as designed but Mr. Hawkes commented that if geo grid is used in the fill for the stacked rock wall it will be stable enough to support the service road including the curb and gutter. I have spoken with the project engineer and they are in the process of including a standard detail in the drawings showing the rock wall with geo grid.

I recommend approval of the project with the following conditions:

- There are property and right of way easement issues that need to be addressed. Supposedly there is an agreement between Deer Vista and the applicant for a grading easement on the east side of the project. Currently the plan shows the detention basin and appurtenances, the 2:1 graded slope, and portions of the Redi Rock wall on the Deer Vista property. There needs to be some sort of easement created for that. The face of the 10' stacked rock wall adjacent to the UDOT property is shown right on the property boundary. There is no room to move the wall away from the boundary because there is only a 4' gap between the top back of wall and the back of the curb. It will be impossible to build that wall and not encroach on the UDOT right of way. They show their silt fence in the same spot as their stacked rock wall. They can't do that. Encroaching on the UDOT right of way means removing and potentially replacing the right of way fence. I have not seen an agreement or provision in the plans to do this.
- A previous issue that was brought up was the steepness of the vehicular access ramp to the event parking lot. The applicant said they would mitigate the safety hazard with a de-icing system. They have not submitted plans for that. Those plans would have to be approved at the next level with the building department.

- There is no continuity in trails or sidewalk from the east side of the project to the west. My recommendation is to require some sort of path in which pedestrians and bikers can travel from the trail head on the east side of the project near the event center overflow parking to the trail accessing Browns Canyon Road without driving with vehicular traffic, excluding marked cross walks, or in a parking lot. This can be done prior to final site approval.

If you have any questions or would like to discuss feel free to call me at 435 671-5034.

Sincerely,

Andy Dahmen, PE  
Wasatch County, Consulting Engineer

CC: Brandon Chaff  
Doug Smith  
File



EXHIBIT N  
PROJECT DEVELOPMENT AGREEMENT  
PARKING MATRIX REFERRED TO IN CONDITION #15

Planning Commission Staff Report  
 Item 3, Page 7  
 August 11, 2016

Below is the parking calculations provided by the applicant and justification for allowing the shared parking.

Please find below our response to justification for shared parking of this multi-use development.

**Parking Matrix:**

<u>Use:</u>	<u>Data:</u>	<u>Required:</u>	<u>Provided:</u>	<u>Shared Parking:</u>
Hotel	250 individually owned rooms	250 stalls	250 stalls	250 stalls
	Daytime employees (3)	3 stalls	3 stalls	3 stalls
	Assembly rooms	5 stalls*		

(\* Assembly rooms are primarily used by hotel patrons)

Restaurants: 5,000 sq. ft.	50 stalls	
(1 space per 100 sq. ft.)		
(Most of the restaurant patrons will be hotel guests, request shared parking and use 1 space per 200 sq. ft)		25 stalls

Event Center: (based on 800 seats)	<u>266 stalls*</u>	
(Many spectators will also be hotel guests request shared parking use)		207 stalls

<b>Total stalls:</b>	<u>574 stalls</u>	<u>485 stalls</u>
----------------------	-------------------	-------------------

Parking on grade:		173 stalls
Parking below grade:		<u>210 stalls</u>
		485 stalls

Shared parking calculation provides 85 percent of required parking. The original CUP granted a shared parking adjustment to 88 percent of required parking. The following seven paragraphs are the shared parking justifications provided by the applicant:

The various uses on the project include hotel units, hotel meeting room, full service restaurant and grill, and an Event Center for sporting activities and events. The matrix shows the number of parking stalls required for the use listed, and number of stalls provided for that use and location of stalls, whether located on grade or underground.

Hotel parking use is primarily overnight, guests arrive late afternoon and evening, and leave in the morning. The Event Center will see minor parking loads during the day and most evenings, while experiencing greater parking loads during events with spectators, many of whom are hotel guests.

EXHIBIT O  
PROJECT DEVELOPMENT AGREEMENT  
APPROVED MEETING MINUTES

county council  
Minutes

**PUBLIC HEARING  
DECEMBER 17, 2014**

**CHRIS MOORE IS REQUESTING A PLAT AMENDMENT TO TIMBER LAKES PLAT 14 LOTS 1468 AND 1469. THE PROPOSAL IS LOCATED AT 7266 VALLEY VIEW DRIVE IN SECTION 8, TOWNSHIP 4 SOUTH, AND RANGE 6 EAST IN THE M MOUNTAIN ZONE.**

Chair Price asked if there is any public comment period regarding this matter and if not the matter will be handled as a consent item. There was no public comment so the public comment period was closed.

**Councilman Farrell made a motion to consider this matter as a consent item and approve the plat amendment to Timber Lakes plat 14 lots 1468 and 1469. Also to accept the findings and conditions and to accept the staff report. Councilman McPhie seconded the motion and the motion carries with the following vote:**

- AYE: Kipp Bangerter**
- AYE: Mike Kohler**
- AYE: Steve Capson**
- AYE: Kendall Crittenden**
- AYE: Steve Farrell**
- AYE: Jay Price**
- AYE: Greg McPhie**

**NAY: None.**

\*

**PUBLIC HEARING  
DECEMBER 17, 2014**

**RICHARD WHOLPER, REPRESENTATIVE FOR MARK 25 L.L.C., IS REQUESTING A RE-ZONE OF APPROXIMATELY 11.75 ACRES FROM OPEN SPACE AND NEIGHBORHOOD COMMERCIAL TO A COMMUNITY COMMERCIAL ZONE. THE PROPOSAL IS TO RE-ZONE PARCELS B, C AND D IN IROQUOIS PHASE 2 WHICH CONTAINS 3.74 ACRES OF COMMERCIAL, AND 8 ACRES OF ADJOINING OPEN SPACE IN DEER CANYON PRESERVE. THE PROPOSAL IS LOCATED BETWEEN HIGHWAY 248 AND PEACE TREE TRAIL WITH FRONTAGE ON PEACE TREE TRAIL IN SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST IN THE JBOZ JORDANELLE BASIN OVERLAY ZONE.**

Doug Smith, the Wasatch County Planner, addressed the Wasatch County Council and indicated that this proposal is on the south side of Iroquois phase 2 between Peace Tree Trail and Highway 248 and includes 8 acres in Deer Canyon Preserve along their west boundary. The proposal is also to re-zone 3.74 acres in the existing Iroquois phase 2 plat from neighborhood commercial to

community commercial and 8 acres in Deer Canyon Preserve from open space to community commercial.

Doug also indicated that if the re-zone is approved to community commercial hotels are allowed as a conditional use which would be applied for at a future meeting. The proposal is for a 250 room hotel on the 11.74 acres.

Doug also indicated that the possible findings are:

1. At this step enough information must be provided to determine that the density can work on the site and that the proposal is feasible.
2. If the re-zone to community commercial is approved the hotel is required to get a conditional use permit and site plan approval.
3. There is a traffic study currently being reviewed to determine the capacity of the intersections with the 98 additional units in Black Rock phases 4-7 as well as the 250 units in the hotel.
4. The Planning Commission and Council should make a finding that the proposal is consistent with the area and the density proposed is appropriate.
5. The applicant has portrayed that this hotel will be a 4-5 star boutique type hotel. This should be a condition of approval.
6. At the re-zone enough information is provided to determine the proposal is feasible but requires additional future approvals.
7. If the re-zone is recommended for approval the hotel is a conditional use which means it would have to come back in January, however, it is considered allowed but conditions can be required to mitigate negative impacts.
8. The staff feels that the height and mass of the building does not fit in with the neighboring uses, at one point the building is seventy feet. Heights for hotels are considered as part of the conditional use.
9. That the use be compatible with surrounding structures in use, location, scale, mass, design and circulation.
10. Traffic analysis was done and reviewed by a third party consultant and in the year 2020 some of the movements will be at a level of service "F" which required a fifty-second low rate.
11. The Planning Commission and Wasatch County Council should make the finding that the proposal is consistent with the area and density proposed is appropriate.
12. Visual and safety impacts if any caused by the proposal must be able to be adequately mitigated with conditions.

Doug also indicated that the possible conditions are:

1. Prior to this approval a traffic analysis review should be done by the third party reviewer to determine that the intersections will maintain their function.
2. The soils report should state that the proposal, as shown, is feasible from a geotechnical standpoint. Future soils reports at conditional use and site plan will be reviewed by a third party reviewer.
3. The Planning Commission and Wasatch County Council must determine that the use is appropriate for the area.
4. The hotel is required to be a 4-5 star boutique hotel.

5. A portion of the road going into Deer Canyon Preserve that services the hotel should be made public.
6. The BOZ and JLUP will be used to review the site plan, building renderings and conditional use. The applicant will need to comply with all aspects of the code.
7. Recommendations from traffic consultants on levels of service, traffic lights, clear view speeds.
8. Heights to be approximately 55 feet.
9. That the traffic consultants would look into the clear-view and the speed limits on Brown's Canyon as you cross the County line and recommendations as far as the signalized intersection and the level of service at that intersection.

Doug also indicated that with regard to the traffic the applicant will put up a speed limit sign that is electronic and lowers the speed to thirty miles an hour and will be flashing at times. Also committed to go through their view triangles which some trees in the road and a lot of trees have been planted up there and some were in the site triangles for the existing exit and those will need to be removed. There will be a signalized intersection at Brown's and 248 and the level of service for those movements will be projected to the Level of Service "A" and no movements operating below the Level of Service "B" and that would only be when the traffic signal is warranted.

Doug then went through the site triangles on his power point.

Doug also indicated that the hotel is to be a 4-5 Star Boutique Hotel at a minimum and somehow the applicant needs to be make to a commitment for that. Doug indicated that possibility when they apply for a building permit they need to show proof that it is a four star hotel and be maintained as such. Doug indicated that this hotel does not want to turn into a Stillwater Hotel but operates as a warm bed condo hotel which transient room tax will come from that and second home tax will come from it.

Paul Watson, engineer for the applicant, addressed the Wasatch County Council, addressed the Wasatch County Council and indicated that site triangles have been worked out with the County's review engineer and the speed will be thirty miles an hour. Paul also indicated that he agrees with all of the conditions that have been presented.

Dan Vanzeben, architect on the project, addressed the Wasatch County Council and indicated that the height will go from seventy feet down to fifty-five feet or somewhere in that neighborhood to minimize some of those height concerns.

There was quite a bit of discussion concerning how the Wasatch County Council can make sure that the hotel stays a 4 to 5 Star Boutique Hotel and that it doesn't turn into something like Stillwater. There was a discussion concerning that if the Wasatch County Council has the ability to require that or have something to put their teeth into to make sure that the hotel is built to a 4 to 5 Star Boutique Hotel. The Wasatch County Council understood what the applicant's intent is but do they have the right to require such a hotel be built.

Doug Smith, the Wasatch County Planner, indicated that the concern about the hotel being built to a 4 to 5 Star Boutique Hotel was a concern because what can Wasatch County do to ensure such a hotel will be built. Doug also indicated that possibly through the Development Agreement that concern can be taken care of but just so that hotel doesn't become another Stillwater.

Chair Price indicated that the bottom line answer is that the applicant can't be required to do that but can encourage the applicant to do that. Chair Price didn't think that could be made a condition for that to take place. Enforcement is another thing that has to take place and that will be hard to enforce.

Chair Price then opened the matter up for public comment.

Ms. Nicole Kye, resident across the street, addressed the Wasatch County Council and indicated that she thought that there would be stores there instead of big large hotel which impacts the visual corridor as you come into our neighborhood and community itself. Also the shopping continues to go back to Park City instead of staying here in Wasatch County. Nicole also had a concern with the open space. Nicole had a big concern with the increase of traffic that such a hotel would cause and also a safety factor with the traffic especially in the winter because the road becomes very slippery.

Chair Price then closed the public comment period.

All the Wasatch County Council members had the concern about the hotel turning into what happened at Stillwater and would like to have some type of language that would safeguard something like that from happening so it doesn't turn into a rental unit.

Rich Wolper, the applicant with Mark 25, addressed the Wasatch County Council and indicated that the intent has always been to be a full service hotel and plan on keeping half of the rooms for ourselves for rental. Also a full service spa is being put in, full service work-out facility, tennis courts, full service restaurant and bar, shuttle service for the entire area to mitigate the traffic and for an amenity, also three miles of trails maintained for cross country use in the winter and walking in the summer or bicycles, picnic areas, planted large mature trees, there will be convention centers, computers, possibly an ice skating rink, possibly a general store in the hotel. Rich indicated that everything has been done that he said would be done plus others and this is an amenity for the homeowners and homeowner fees are very low. There will be small kitchenettes, twenty-four hour room service. Rich indicated that to have the hotel with a four-star rating is very, very difficult to obtain. You have to have the service part, finishes; quality will be at the four-star rating or higher. Rich indicated that he doesn't want this hotel to turn into a Stillwater. Also Deer Vista will benefit from these amenities that will be put in because Deer Vista doesn't have the amenities for their one hundred and three homes up there and want to belong to our club.

**Councilman Price made a motion that we approve item number two on the agenda with the findings and the conditions except for condition number four and in number four's place instead of required to be a four-five star boutique hotel that we add a one month limitation stay of anything that is in the rental pool in the development agreement when that is done with the Wasatch County Manager and also to accept the staff report. Councilman Kohler seconded the motion so a vote can be taken and the motion fails with the following vote:**

**AYE: Jay Price  
AYE: Greg McPhie  
AYE: Kipp Bangerter**

**NAY: Steve Farrell  
NAY: Steve Capson  
NAY: Mike Kohler  
NAY: Kendall Crittenden**

**Councilman Farrell made a motion that we go ahead and approve this as outlined with the conditions and findings recommended by the Wasatch County Planning Commission with the exception of number four and insert in there that before a building permit will be issued this will be reviewed by the Wasatch County Council on the development agreement as Mike Davis, the Wasatch County Manager, has indicated and accept the staff report and the quality of the service and level of the brand and conditions. Also insert in item number four that the developer will work with the Wasatch County Manager in the development agreement to outline the scope and quality of the project that will come back to the Wasatch County Council before final approval is given for a building permit.**

A discussion was held among the council members regarding how to word Councilman Farrell's motion to indicate what they want the hotel to be so that it won't turn into a problem like in Stillwater.

The Record Should Reflect That Councilman McPhie Left the Council Meeting to Go to Another Meeting.

Scott Sweat, the Wasatch County Attorney, addressed the Wasatch County Council and indicated that once a matter is approved then you are moving forward with what the code is at that point.

Doug Smith, the Wasatch County Planner, addressed the Wasatch County Council and indicated that he likes the idea of a voluntary development agreement saying that the hotel will have a restaurant, common space, full service front desk, room service, all of those amenities, whatever they may be that are required to be a full service hotel and when the site plan comes in and the floor plan comes in that would be checked for a conference room, restaurant.



**Councilman Farrell will amend my motion that we accept the findings and conditions outlined by the Wasatch County Planning Commission with the exception of Condition No. 4 and that the developer is to provide a full service hotel that would include a restaurant, spa, pool, workout facility, reservation system, reservation desk, conference center with a minimum of one hundred and fifty people, room service and these items will be included in the development agreement and to accept the staff report. Councilman Capson seconded the motion. The motion carries with the following vote:**

**AYE: Kipp Bangerter**

**AYE: Mike Kohler**

**AYE: Steve Capson**

**AYE: Steve Farrell**

**AYE: Jay Price**

**NAY: Kendall Crittenden**

Councilman Crittenden indicated that he voted Nay because of the traffic problem.

Chair Price then indicated that since Councilman McPhie had to go to another meeting and so it still takes four votes in the affirmative to pass this and do you still want to go on with Item No. 3 as the applicant?

Paul Watson, the engineer, for the project indicated that the applicant wishes to go forward.

**PUBLIC HEARING  
DECEMBER 17, 2014**

**RICHARD WOLPER, REPRESENTATIVE FOR MARK 25, IS REQUESTING A PLAT AMENDMENT TO IROQUOIS PHASE 2 PARCELS B, C, AND D. THE PROPOSAL WOULD REMOVE THE PROPERTY LINES FOR PARCELS B, C AND D TO CREATE ONE LARGER COMMERCIAL PARCEL AS WELL AS RE-ALIGN THE COMMON PROPERTY LINE BETWEEN DEER CANYON PRESERVE AND IROQUOIS PHASE 2. THE PROPOSAL IS LOCATED IN SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST AT THE SOUTH END OF IROQUOIS PHASE 2 IN THE JBOZ JORDANELLE BASIN OVERLAY ZONE.**

Doug Smith, the Wasatch County Planner, addressed the Wasatch County Council and indicated that the proposal is to combine the existing commercial parcels referred to as B, C and D in phase 2 of the Iroquois plat as well as add 8 acres of what is currently open space into the phase 2 plat from the neighboring development, Deer Canyon Preserve, to be used as a future hotel.

Doug indicated that the possible findings are:

MAY 17, 2015 PLANNING COMMISSION MINUTES

Commissioner Jacobsmeyer made a motion that we continue the Rocky Mountain Power's conditional use permit to July 9, 2015 meeting.

Commissioner Giles seconded that motion

The motion carries with the following vote:

AYE: Robert Gappmayer, Lew Giles, Jay Eckerste, Brad Lyle, Liz Lewis, Jon Jacobsmeyer, Paul Probst.

NAY: None.

**ITEM 2** RICHARD WOLPER, REPRESENTATIVE FOR JOVID HOTEL LLC, IS REQUESTING CONDITIONAL USE AND SITE PLAN APPROVAL FOR A HOTEL ON APPROXIMATELY 11.74 ACRES. THE PROPOSED HOTEL CONTAINS 250 ROOMS, RESTAURANT, SPA, ICE SKATING RINK AND A CONFERENCE CENTER. THE PROPOSAL IS LOCATED BETWEEN HIGHWAY 248 AND PEACE TREE TRAIL WITH FRONTAGE AND ACCESS ON PEACE TREE TRAIL AND SOUTH OF THE IROQUOIS PHASE 2 UNITS AND MORE SPECIFICALLY LOCATED IN SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST IN THE JBOZ (JORDANELLE BASIN OVERLAY ZONE). CONTINUED FROM APRIL 16, 2015 MEETING.

#### Staff

Doug Smith, the Wasatch County Planning Director, addressed the Wasatch County Planning Commission and indicated that this matter was continued from the April 16, 2015 Planning Commission agenda. The public hearing portion of the meeting was closed but the conditional use approval was continued to the May 14, 2015 meeting so that the applicant could work through issues with the review engineer and clean up the items that the Wasatch County Planning Department had listed as conditions.

Doug also indicated that the site has received a re-zone approval and a plat amendment to create the pad site for the hotel. Doug also indicated that this is a final approval by the Wasatch County Planning Commission and that there should be few, if any, conditions if the approval is granted. Doug also indicated that since the use is a conditional use, that required notice of all property owners within 500 feet be notified. And as of the writing of this report no questions have been received from neighboring property owners.

Doug indicated that with regard to the conditions that were listed on the April Wasatch County Planning Commission meeting that he has no concerns about them that they have been met. Doug also indicated that there were concerns in the DRC report regarding the fire department. Chief Ernie Giles indicated in the DRC report that numerous items need to be discussed regarding fire apparatus access to the structure for adequate fire response and rescue. Doug indicated that the parties need to sit down and work through those issues but the Wasatch County Fire Department did sign off saying that the Wasatch County Planning Commission should grant approval of this matter.

Doug indicated that some possible findings are:

1. At the April 16, 2015 Wasatch County Planning Commission meeting public comment was taken and then the public hearing portion of the meeting was closed.
2. The subject site was rezoned to community commercial which allows for hotels as a conditional use.
3. The conditional use requires negative impacts, if any, to be mitigated.
4. The heights were limited to approximately 55 feet from natural grade.
5. The Wasatch County Planning Commission must find that the proposal complies with the findings listed in 16.23.07 for conditional uses.
6. Notice was sent to all property owners within 500 feet and no negative comments have been received as of the writing of this report.
7. Staff believes that the parking is acceptable due to the shared parking opportunities.

Doug indicated that some possible conditions are:

1. All items listed in the 15 conditions in the Wasatch County Planning Staff Report be addressed and how they are being addressed by the applicant should be a requirement of the approval.
2. The Wasatch County Planning Commission will need to determine that findings for conditional uses listed in Section 16.23.07 as listed in the Wasatch County Planning Staff's Report have been met.
3. A development agreement approved by the Wasatch County Council needs to be recorded with the plat. The DA must include all amenities for a full service hotel, landscape plans, trail plans, materials and renderings, minutes and power point presentation etc.

Doug indicated that he feels that the conditional use permit should be granted.

Andy Dahmen, Wasatch County consulting engineer, indicated that since last month the applicant did a good job putting together a plan in addressing all the details that needed to be addressed. Andy further stated that he has no problem with the conditional use permit being granted.

#### Applicant

Rich Wolper, the applicant, addressed the Wasatch County Planning Commission and asked if there were any questions. Mr. Wolper indicated that they have hired an outside counsel to draft the HOA documents to limit certain things and do everything in our power to make it a hotel and not make it an apartment complex. Rich also indicated that he doesn't believe that branding is necessary and having talked with different brands it is a big expense to pay them. Also the idea is to support the hotel is to bring people in through sports and through our amenities. Rich indicated that his partner Justin handles all of the marketing and all of the sales and stuff.

Justin Griffin, with the JOVID hotel, addressed the Wasatch County Planning Commission and indicated they have hired an outside consultant and her specific task is how to handle room rentals in doing it ourselves or having a brand do it. Justin also indicated that most of the business will be brought in through this event center. Commissioner Giles didn't want the hotel to turn into an apartment complex. Justin indicated that there are many things that can be put in documents to discourage it and our outside consultant is to handle such matters. Commissioner Lyle indicated that Summit County has an ordinance that if you rent for more than ten days and don't go through a hotel or an agency they look on VRBO Vacation Rentals By Owners and they send notice that you have to have nightly rental license and have to pay taxes as a secondary residence so Summit County is really aggressive about it. Commissioner Lyle also indicated that Wasatch County hasn't been very aggressive about this matter. Mr. Wolper indicated that they are very aggressive on that and that will be monitored very carefully and that will be in the CC&R's. Rich indicated that there will be approximately two hundred and fifty rooms. Commissioner Giles asked about who polices the matter to keep this hotel from turning into a low-income apartment place.

Doug Smith, the Wasatch County Planning Director, addressed the Wasatch County Planning Commission and indicated that that matter has been an ongoing debate for years now and is very difficult to enforce that matter. Also short of hiring some additional help it is very tough to police this matter. Craig Chambers, Deputy Wasatch County Attorney, indicated that with regard to the matter is to have the HOA self-police the matter. Also if there is a right functioning HOA with the right conditions in it these types of issues should never come up. Then after that self-policing that is when there is a Wasatch County Code on short term rentals that has been re-written and tweaked a few times. Also resources are limited to enforce that type of activity.

#### Public Comment

Chair Gappmayer indicated that there will be no public comment tonight because the public comment period was closed last meeting.

#### Motion

Commissioner Probst indicated that we are doing all that we can to enforce this and until different ordinances are in place we do what we can and I think that is happening. Having said that, I would like to make a motion that we grant conditional use permit and site plan approval for JOVID Hotel LLC. It appears that they have met the fifteen items last month that the Wasatch County Planning Commission was concerned about. They have met the general standards of 16.23.07 of the land use code. Considering the findings of the Wasatch County Planning Staff and with the conditions of entering into a Development Agreement, I move that we grant this approval and accept the conditions and the Wasatch County Planning Staff Report.

Commissioner Giles seconded the motion.

The motion carries with the following vote:

AYE: Robert Gappmayer, Paul Probst, Jon Jacobsmeyer, Liz Lewis, Lew Giles, Jay Eckertley, Brad Lyle.  
NAY: None.

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**ITEM 3**      **RICHARD WOLPER, REPRESENTATIVE FOR MARK 25 LLC, IS REQUESTING FINAL APPROVAL FOR BLACK ROCK RIDGE PHASES 4 AND 5. THIS FINAL APPROVAL IS FOR 41 TOWNHOUSE UNITS AT THE NORTH END OF IROQUOIS PHASE 3 WHICH IS ALSO REFERRED TO AS BLACK ROCK RIDGE IN SECTION 31 OF TOWNSHIP 1 SOUTH, RANGE 5 EAST IN THE JBOZ (JORDANELLE BASIN OVERLAY ZONE).**

#### Staff

Doug Smith, the Wasatch County Planning Director, addressed the Wasatch County Planning Commission and indicated that this property was rezoned at the end of last year to a medium density residential. Doug indicated that this request is for a continuation of the same product that is in phase 2 of Black Rock Ridge and what is approved for in phase 3. Doug indicated that on September 15, 2014 the Wasatch County Council granted approval of a re-zone to medium density residential and a master plan and density approval.

Doug indicated that the possible findings are:

1. The proposal complies with the re-zone, density approval and preliminary approvals.
2. The proposal meets the density for the medium density designation of the JBOZ.
3. The proposed land uses are similar in scope and scale as other uses found in the immediate area.
4. Public Works approved the snow storage plan that was an issue at preliminary.
5. The same materials and architecture will be used for these phases as was used in the previous phases.

Doug indicated that the possible conditions are:

1. The irrigation sheet IR-1 doesn't seem to have any detail as far as sprinkler layout. Drip and broadcast.
2. The landscape plan should have 1/1/2 caliper deciduous trees as a minimum.
3. All requirements of the traffic engineer are required to be completed when the upper road connects to Browns Canyon.
4. The portion of the trail that connects the cul-de-sac to the Promontory trail system should be asphalt.
5. In accordance with the preliminary conditions a public sign plan for the trails is required.

Doug indicated that the project summary is:

1. Phase 4 is 4.13 acres and phase 5 is 4.84 acres.
2. Property is zoned medium density which allows for a range of 1.5-3.5 ERU's per net developable acre.
3. The proposal is at the highest density in the range of 3.5 per net acre.
4. Both phases contain 41 units.

**MINUTES OF THE  
WASATCH COUNTY PLANNING COMMISSION  
AUGUST 18, 2016**

**PRESENT:** Michael Smith, Gerald Hayward, Lew Giles, Chuck Zuercher, Brad Lyle.  
**EXCUSED:** Commissioner Liz Lewis, Commissioner Kent King  
**STAFF:** Doug Smith, Wasatch County Planning Director; Luke Robinson, Planner; Rick Tatton, taking minutes.  
**OTHERS PRESENT:** On list attached to a supplemental file.  
**PRAYER:** Commissioner Gerald Hayward  
**PLEDGE OF ALLEGIANCE:** Led by Commissioner Chuck Zuercher and repeated by everyone.

Chair Lew Giles called the meeting to order at 7:00 p.m. and excused Commissioner Liz Lewis and Commissioner Kent King and welcomed those present and called the first agenda item.

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**ITEM 1**      **RICHARD WOLPER, REPRESENTATIVE FOR JOVID MARK HOTEL AND EVENT CENTER, IS REQUESTING AN AMENDED CONDITIONAL USE AND SITE PLAN APPROVAL FOR A HOTEL ON APPROXIMATELY 11.74 ACRES. THE PROPOSED DENSITY FOR THE HOTEL HAS NOT CHANGED FROM THE PREVIOUSLY APPROVED 250 INDIVIDUAL CONDO/HOTEL UNITS. THE PROJECT INCLUDES A RESTAURANT, SPA, ICE SKATING RINK(S) AND CONFERENCE CENTER. THE REQUEST HAS CHANGED THE LAYOUT, ARCHITECTURE AND NUMBER OF STORIES (FROM 4 TO 5) FROM THE PREVIOUS PROPOSAL. THE PROPOSAL IS LOCATED BETWEEN HIGHWAY 248 AND PEACE TREE TRAIL, WITH FRONTAGE AND ACCESS ON PEACE TREE TRAIL AND SOUTH OF THE IROQUOIS PHASE 2 UNITS AND MORE SPECIFICALLY LOCATED IN SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST IN THE JBOZ (JORDANELLE BASIN OVERLAY ZONE).**

**Staff**

Doug Smith, the Wasatch County Planning Director, addressed the Wasatch County Planning Commission and indicated that this proposal received conditional use and site plan approval at the May 14, 2015 Planning Commission meeting. Also the applicant has been issued a grading permit to start work on the site based on the previously approved site plan and conditional use permit. Also the applicant has proposed a number of changes to the plan including changes to the building facade, expanded building footprint, an additional event center with parking on top, going from four stories to five and general site plan adjustments. The changes are enough to require a review by the Planning Commission and new notice to be sent to neighboring property owners within 500 feet.

Doug then went through the project summary:

1. Total acreage for the hotel site is 11.74 acres.
2. 250 unit condo hotel meaning rooms will be individually owned with kitchens and only one ingress/egress for each condo hotel unit, into the common hallway.
3. The Planning Commission enacted a 55 feet height limit which is still the case even with the added 5<sup>th</sup> story.
4. Landscaping is 197,322 SF (38.5%)
5. Approximate square footage of the units ranges from 400-1,250.
6. Two ice rinks; one competition and one practice rink. The practice rink was not shown on the original site plan.
7. The proposal revises the hotel footprint from 56,836 square feet to 78,001 square feet.
8. The County Council required that the hotel be considered a full service hotel with certain amenities required to be in the development agreement.

Doug also indicated that the re-zone conditions from the Planning Commissioner were.

1. Traffic Analysis, (done)
2. Soils report (done)
3. Planning Commission and Wasatch County Council must consider the proposal was appropriate for the area.
4. Hotel is required to be a four or five star boutique hotel.
5. Portion of the road going into the Deer Canyon Preserve that services the hotel should be made public.

Doug also indicated that the Wasatch County Council approved it based on those criteria other than item four which is the four to five star boutique hotel and then there should be these amenities: the restaurant, spa, pool, workout facility, reservation system, reservation desk, conference center with a minimum of one hundred and fifty people, room service and these items will be included in the development agreement.

Doug then went through the conditions that were listed in the May 14, 2015 Planning Commission Staff Report and that should also be a requirement of this amended print.

1. Heights to be approximately 55 feet from existing natural grade the proposal has a portion that is 59'4".
2. The Planning Commission will need to determine the findings for conditional uses listed in Section 16.23.07 have been met.
3. All retaining walls must have a step at no more than a 10 foot interval.
4. Retaining walls are vertical. Treatments for retaining walls need to be shown.
5. Dumpster/loading locations must be screened.
6. Roof vents to be grouped into false chimneys.
7. Stone veneer should cover steps in the foundation.

8. Moderate income housing study needs to be performed and a determination made by the Wasatch County Council and Housing Authority.
9. A single professional rental agency should be a condition of approval to handle short term rentals not individual unit owners renting units through the internet.
10. A clear phasing plan with improvements outlined for each phase.
11. A development agreement approved by the County Council needs to be recorded with the plat.
12. What is meant by future trails. It needs to be determined when these will be built.
13. Weed barrier on trails need to be included in the cross section.
14. The soils report dated March 11, 2015 by AGBC must be complied with during the construction process.
15. A determination needs to be made on the shared parking.
16. Items 8, 9, 11 and the developer is working on responses to these items.

Doug then went through the DRC sign off.

Fire:

- Fire Access 26 foot width around building.
- FDC location to be approved by WCFD
- FDC to be within 150 foot of hydrant and approved
- KNOX box required
- Standpipe system may be required in remote locations.

Public Works:

All streets going into this should be private so there is no confusion when it comes time to maintain and plow, as well as all the street lights due to the fact they are not the same.

JSSD/Twin Creeks/North Village:

1. Storage capacity and fire flow must be addressed as covered in the Feasibility Letter and Development Agreement.
2. Payment of past due Water Reservation Fees must be made within 10 days of the Planning Commission approval.
3. When JSSD receives payment of the Water Reservation Fees and the Development Agreement is fully executed, JSSD will issue a Water and Sewer Will Serve Letter.
4. Developer must agree to participate in the up-sizing of the 8" sewer line to a 10" sewer line and up-sizing of the new pipeline in Jordancille Parkway, because need for up-sizing is caused in part by this Development. Developer may participate by paying increased impact fees, which fees will be calculated at the time of request for building permit, and will include the proportionate share of the upgrades to the two sewer lines described above.
5. The JSSD sewer system currently lacks the physical capacity to accommodate the development, because there is insufficient capacity in the Heber Valley Outfall. An upgrade to the Heber Valley Outfall the expanded outfall is planned to be completed in 2023 as part of the District's Sewer Impact Fees Facilities Plan. The Developer understands that until the Expanded Outfall is constructed, the District's existing sewer system cannot physically accommodate the Development. Accordingly, the District is not required to approve any plans for the Development until the Expanded Outfall is constructed, or the District is satisfied, in the sole discretion, that the Expanded Outfall will be constructed in time to serve the Development.

Planning/Trails

1. Planning received an approval letter from Andy Dahmen.
2. Planning receives an approval letter from the County reviewing geotech Doug Hawkes.
3. The applicant complies with the conditions imposed by planning staff and the planning commission.
4. Other members of the County DRC approve and any conditions imposed by them are met.

Housing Authority: Wasatch County Housing Authority:

1. Approve this development, conditioned upon agreement relating to affordable housing issues between JOVID and Wasatch County Council.

Manager: Michael Davis

1. Do we have any standard for shared parking? I appreciate the explanation given, however there should be some standard that has worked in other places. The parking is listed as per owned room; there must be a prohibition on additional keys then for the proposed parking to work. That will need to be on the plat and recorded lower loop road does not meet County standard. All lighting must meet current County standard.

Andy Dahmen, Wasatch County, Consulting Engineer, indicated that he recommends approval with the following conditions:

1. There are property and right of way easement issues that need to be addressed. Supposedly there is an agreement between Deer Vista and the applicant for a grading easement on the east side of the project. Currently the plan shows the detention basin and appurtenances, the 2:1 graded slope and portions of the Redi Rock wall on the Deer Vista property. There needs to be some sort of easement created for that. The fact of the 10' stacked rock wall adjacent to the UDOT property is shown right on the property boundary. There is no room to move the wall away from the boundary because there is only a 4' gap between the top back of wall and the back of the curb. It will be impossible to build that wall and not encroach on the UDOT right of way. They show their silt fence in the same spot as their stacked rock wall. They can't do that. Encroaching on the UDOT' right of way means removing and potentially replacing the right of way fence. I have not seen an agreement or provision in the plans to do this.
2. A previous issue that was brought up was the steepness of the vehicular access ramp to the event parking lot. The applicant said they would mitigate the safety hazard with a de-icing system. They have to submit plans for that. Those plans would have to be approved at the next level with the building department.
3. There is no continuity in trails or sidewalk from the east side of the project to the west. My recommendation is to require some sort of path in which pedestrians and bikers can travel from the trail head on the east side of the project near the event center overflow parking to the trail accessing Browns Canyon Road without driving with vehicular traffic, excluding marked cross walks, or in a parking lot. This can be done prior to final site approval.

Doug then went through the letter from AGECE, Doug Hawkes, the Wasatch County Geotech Consultant stating some concerns which letter is made a part of the record.

Doug then went through the possible findings:

1. From a Planning Commission perspective this is a final approval. The Planning Commission will not see this again and there should be a limited number of conditions if approved.
2. The subject site was rezoned to community commercial which allows for hotels as a conditional use.
3. The proposal was granted a conditional use May of 2015.
4. This proposal is an amendment of the original conditional use.
5. The conditional use required negative impacts if any to be mitigated. Findings by the Planning Commission should be made for the list in 16.23.07.
6. The parking as required by code appears to exceed what is being proposed. The applicant will need to provide parking studies to justify a shared parking plan as they build the project.
7. Notice was sent to all property owners within 500'.

Doug then went through the possible conditions:

1. All the conditions from the May 14, 2015 meeting granting the original conditional use should also be imposed on this revised proposal. (Agreed)
2. Building heights are limited to 55' as shown on the cross sections and stipulated in the original conditional use. This is a maximum unless specifically approved differently by the Planning Commission. (Agreed)
3. The Planning Commission will need to determine that findings for conditional uses listed in Section 16.23.07 have been met.
4. Dark sky compliant street lights as provided in the power point. (Agreed)
5. All exposed poured concrete walls, CMU buildings and exposed foundations within 6" of ground level are to be covered with stone veneer except for the sand blasted concrete on the event center as presented and approved in the power point. (Agreed)
6. All units shall have only one access to the common hallway. There can be no multiple lock out rooms within units. This will be verified with the floor plans provided at the building permit state and addressed in the DA. (Agreed)
7. A development agreement approved by the County Council needs to be recorded with the plat. The DA must include all amenities for a full service hotel, landscape plans, trail plans, materials and renderings, moderate income housing plan approved by the County Council, minutes and power point presentation, shared parking plan language as outlined in the following condition. (Agreed)
8. If phase 1 meets the parking requirements of the code for all individual uses including hotel, event center, commercial etc., proposed within phase 1 without the need for using shared parking. At the time of phase 2 approval the County will do a parking study performed by an engineer of County's choice using the developer out-of-pocket account. Additional studies may be required on future phases if parking becomes an issue. Any conflict between the planning department and the applicant regarding parking numbers will be reviewed by the Planning Commission. It should be noted that hotel parking is 1 stall per unit. Condo parking is 2 stalls per unit. (Agreed in theory)
9. Landscaping in front of the event center and practice arena and below the retaining wall on the UDOT property to break up 10' retaining wall, event center and practice arena. The exposed portion of the event center is 40' tall. Landscaping in retaining wall benches in compliance with the code. (Agreed in theory)
10. Demonstration that 16.15.15(A) regarding pedestrian access internally on site through the parking areas as well as connections to off-site trails has been complied with. (Completed)
11. Demonstration that Section 16.15.15(E) of the code has been met regarding relief breaks in long building facades. (Completed)
12. The JLUP Jordanelle Land Use Plan discourages large flat roof segments. A roof plan should be provided or some means to demonstrate that the proposal complies with the code. Provided for review by the Planning Commission.
13. Basements for offsite improvements 2:1 slopes, retention pond, retaining wall, trails on and off site must be in place and recorded previous to plat recording and development agreement approval. (Agreed)
14. Must comply with all comments and conditions contained in the DRC report. (Agreed)
15. Must comply with DRC comments and condition as well as those outlined in development Agreement and Will-Serve letters from the JSSD. (Agreed)
16. Any unfinished improvements at plat recording must be bonded for in compliance with County bonding requirements. (Agreed)
17. Must comply with recommendations/requirements outlined in CMT reports and approvals from Doug Hawkes, the County reviewing geotechnical engineer. Final approval letter is dated August 16, 2016. (Agreed)
18. Must comply with recommendations/requirements in approval letter from Andy Dahmen, County review engineer, dated August 16, 2016. (Agreed)
19. Approval expires one year from date of Planning Commission approval. (Agreed)
20. All signage must be approved by planning staff and must comply with signage requirements in the JBOZ. (Agreed)
21. Mechanical equipment on roofs must be completely screened. All roof penetrations must be ganged together and disguised in architectural elements. (Agreed)
22. Add landscaping quantities to landscaping plans. (Agreed)

#### **Applicant**

Justin Griffin, one of the applicants with JOVID, addressed the Wasatch County Planning Commission and indicated that for the sewer we have the will-serve letter for that first phase for 87 ERU's or 175-200 rooms. We understand that when everything is added in we don't have that capacity.

Dan VanZeban, architect for the project, addressed the Wasatch County Planning Commission and indicated that with respect to the roofs we wanted to put them into the hill as much as possible and leave the primary exposure onto the highway side. To accommodate that for the event center we created flat roofs for those elements. Also we will fully screen the rooftop equipment. Also roof planes were planned in a way to accentuate spaces and views. With regard to parking there will come a time that we will have to see if the shared parking is working and the applicant acknowledges that. With regard to the pedestrian path, Dan indicated

that he is adamant that we don't want any pedestrians in that area and in that public way on the west side of that point but provided other access points on that other side to the trails and additional trails that is being built. Commissioner Hayward inquired where the bus parking will be put. Dan indicated that because of the relationship with some events and activities over in Park City and the parking that is near the intersection there by 248 there will be further discussions about how to bring people to the site and then take the larger vehicles off site. Commissioner Hayward was concerned that it would be detracting for your hotel patrons to just have a view over a commercial building.

Chair Lew Giles then opened the meeting up for public comment.

#### Public Comment

Nikki Keye, Retreat resident, addressed the Wasatch County Planning Commission and indicated that the sewer is a problem. How can a whole development be approved with only partial sewer. Nikki also was concerned about the parking and additional traffic. Also when the structures are rented to families and others they bring lots of people and more cars come with people and then they park in our area which causes a problem. Also would like Richardson Flatts to be upgraded to a two lane road. Also our area is the affordable area for people visiting Park City. Also hopeful that there is money bonded for improvements and the improvements are in place.

Paul Beckman, Retreat resident, addressed the Wasatch County Planning Commission and indicated that the condo units look more like a six story building and also a concern about the mass of the building, architecture doesn't look good. Also a four or five star hotel can be enforced through a credit rating. Paul also indicated that he doesn't like the look but not opposed to the hotel. Paul also indicated that he does not agree with the idea that it is catered to large groups but then being sold as single units.

Kate Pulleys, Black Rock Ridge resident, addressed the Wasatch County Planning Commission and indicated that she is concerned about no parking being attributed to the practice rink. She does not enjoy the facade. The landscaping should be tied down. She hopes that the building height is 55' and things on top of the building don't exceed 55'. Also, that the four or five star hotel could be handled through quality. Also she is very concerned about the traffic impacting her development.

Richard Todd, local resident in the area, addressed the Wasatch County Planning Commission and asked if Peace Tree is a public or private road and was indicated that it is public. Richard was also concerned about the construction hurting the existing roads because of the big construction vehicles using the roads. He is very concerned about the traffic and also the safety of the SR248 intersection because somebody will lose their life in that intersection. Also wants the hotel to be successful but wants the concern items that have been mentioned to be taken care of properly.

Chair Lew Giles then closed public comment.

#### Discussion/Comments

Doug Smith, the Wasatch County Planning Director, indicated that he would recommend that when the County standard cannot be met in certain phases with regard to parking without the shared parking once they go beyond that and there are occupancy on a number of units and we know how the shared parking is working that a parking study is required by someone of the County's choosing and paid for by the applicant's out-of-pocket account a parking study will be done. Also if Wasatch County can't agree with the applicant for a parking plan then the matter would come back to the Wasatch County Planning Commission for a decision.

Commissioner Zuercher indicated that he was concerned about the lack of sewer service in the area. Doug Smith also indicated that the ERU issue might be dealt with that they cannot exceed the ERU's that they have currently and anything above it would require that the capacity is dealt with at that point.

#### Motion

Commissioner Brad Lyle made a motion to approve with conditions the request by JOVID Mark Hotel and Event Center for an amended conditional use site plan. I find that under Section 16.23.07 the general standards and findings required for a conditional use of the ten areas that they comply. My motion would include the findings on the report of action form and staff report and the conditions there expressed plus those that are alluded to in the DRC Report that was received today. Specifically the fire lanes have to be twenty-six feet around the building, the water fees have to be paid within ten days. Water reservation fee must be made within ten days of the Planning Commission approval as required by JSSD. The affordable housing will need to be referred to the Wasatch County Council. That amount will be in the Development Agreement. They will have to pay a charge in the sewer line or participate from the eight inch to the ten inch increase. Further that they can only pull enough permits that can be satisfied with the present number of ERU's that are available in the sewer capacity. That they can only build enough in Phase One that they can comply with the parking standards. That before any future phases could be developed they would need to have an evaluation by a traffic engineer that would be hired by Wasatch County and paid for out of their out of pocket account. Also it is JSSD that will issue the permits for the sewer. Also include the conditions that were in the May 14, 2015 Wasatch County Council meeting excluding number four that was gone through earlier. Also when they get to the point where it is going to go to shared parking that is when an analysis will have to be done to figure out. They can do building two or three but the phases haven't really been defined.

Commissioner Chuck Zuercher seconded the motion.

The motion carries with the following vote:

AYE: Michael Smith, Gerald Hayward, Lew Giles, Chuck Zuercher, Brad Lyle.

NAY: None.

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#### ADJOURNMENT

Motion

Commissioner Chuck Zuercher made a motion to adjourn.

Commissioner Michael Smith seconded the motion.

The motion carries with the following vote:

AYE: Brad Lyle, Chuck Zuercher, Lew Giles, Gerald Hayward, Michael Smith.

NAY: None.

Meeting adjourned at 9:00 p.m.

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LEW GILES/CHAIRMAN



**PUBLIC HEARING  
DECEMBER 17, 2014**

**CHRIS MOORE IS REQUESTING A PLAT AMENDMENT TO TIMBER LAKES PLAT 14 LOTS 1468 AND 1469. THE PROPOSAL IS LOCATED AT 7266 VALLEY VIEW DRIVE IN SECTION 8, TOWNSHIP 4 SOUTH, AND RANGE 6 EAST IN THE MOUNTAIN ZONE.**

Chair Price asked if there is any public comment period regarding this matter and if not the matter will be handled as a consent item. There was no public comment so the public comment period was closed.

**Councilman Farrell made a motion to consider this matter as a consent item and approve the plat amendment to Timber Lakes plat 14 lots 1468 and 1469. Also to accept the findings and conditions and to accept the staff report. Councilman McPhie seconded the motion and the motion carries with the following vote:**

**AYE: Kipp Bangerter  
AYE: Mike Kohler  
AYE: Steve Capson  
AYE: Kendall Crittenden  
AYE: Steve Farrell  
AYE: Jay Price  
AYE: Greg McPhie**

**NAY: None.**

**PUBLIC HEARING  
DECEMBER 17, 2014**

**RICHARD WHOLPER, REPRESENTATIVE FOR MARK 25 L.L.C., IS REQUESTING A RE-ZONE OF APPROXIMATELY 11.75 ACRES FROM OPEN SPACE AND NEIGHBORHOOD COMMERCIAL TO A COMMUNITY COMMERCIAL ZONE. THE PROPOSAL IS TO RE-ZONE PARCELS B, C AND D IN IROQUOIS PHASE 2 WHICH CONTAINS 3.74 ACRES OF COMMERCIAL, AND 8 ACRES OF ADJOINING OPEN SPACE IN DEER CANYON PRESERVE. THE PROPOSAL IS LOCATED BETWEEN HIGHWAY 248 AND PEACE TREE TRAIL WITH FRONTAGE ON PEACE TREE TRAIL IN SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST IN THE JBOZ JORDANELLE BASIN OVERLAY ZONE.**

Doug Smith, the Wasatch County Planner, addressed the Wasatch County Council and indicated that this proposal is on the south side of Iroquois phase 2 between Peace Tree Trail and Highway 248 and includes 8 acres in Deer Canyon Preserve along their west boundary. The proposal is also to re-zone 3.74 acres in the existing Iroquois phase 2 plat from neighborhood commercial to

community commercial and 8 acres in Deer Canyon Preserve from open space to community commercial.

Doug also indicated that if the re-zone is approved to community commercial hotels are allowed as a conditional use which would be applied for at a future meeting. The proposal is for a 250 room hotel on the 11.74 acres.

Doug also indicated that the possible findings are:

1. At this step enough information must be provided to determine that the density can work on the site and that the proposal is feasible.
2. If the re-zone to community commercial is approved the hotel is required to get a conditional use permit and site plan approval.
3. There is a traffic study currently being reviewed to determine the capacity of the intersections with the 98 additional units in Black Rock phases 4-7 as well as the 250 units in the hotel.
4. The Planning Commission and Council should make a finding that the proposal is consistent with the area and the density proposed is appropriate.
5. The applicant has portrayed that this hotel will be a 4-5 star boutique type hotel. This should be a condition of approval.
6. At the re-zone enough information is provided to determine the proposal is feasible but requires additional future approvals.
7. If the re-zone is recommended for approval the hotel is a conditional use which means it would have to come back in January, however, it is considered allowed but conditions can be required to mitigate negative impacts.
8. The staff feels that the height and mass of the building does not fit in with the neighboring uses, at one point the building is seventy feet. Heights for hotels are considered as part of the conditional use.
9. That the use be compatible with surrounding structures in use, location, scale, mass, design and circulation.
10. Traffic analysis was done and reviewed by a third party consultant and in the year 2020 some of the movements will be at a level of service "F" which required a fifty-second low rate.
11. The Planning Commission and Wasatch County Council should make the finding that the proposal is consistent with the area and density proposed is appropriate.
12. Visual and safety impacts if any caused by the proposal must be able to be adequately mitigated with conditions.

Doug also indicated that the possible conditions are:

1. Prior to this approval a traffic analysis review should be done by the third party reviewer to determine that the intersections will maintain their function.
2. The soils report should state that the proposal, as shown, is feasible from a geotechnical standpoint. Future soils reports at conditional use and site plan will be reviewed by a third party reviewer.
3. The Planning Commission and Wasatch County Council must determine that the use is appropriate for the area.
4. The hotel is required to be a 4-5 star boutique hotel.

5. A portion of the road going into Deer Canyon Preserve that services the hotel should be made public.
6. The BOZ and JLUP will be used to review the site plan, building renderings and conditional use. The applicant will need to comply with all aspects of the code.
7. Recommendations from traffic consultants on levels of service, traffic lights, clear view speeds.
8. Heights to be approximately 55 feet.
9. That the traffic consultants would look into the clear-view and the speed limits on Brown's Canyon as you cross the County line and recommendations as far as the signalized intersection and the level of service at that intersection.

Doug also indicated that with regard to the traffic the applicant will put up a speed limit sign that is electronic and lowers the speed to thirty miles an hour and will be flashing at times. Also committed to go through their view triangles which some trees in the road and a lot of trees have been planted up there and some were in the site triangles for the existing exit and those will need to be removed. There will be a signalized intersection at Brown's and 248 and the level of service for those movements will be projected to the Level of Service "A" and no movements operating below the Level of Service "B" and that would only be when the traffic signal is warranted.

Doug then went through the site triangles on his power point.

Doug also indicated that the hotel is to be a 4-5 Star Boutique Hotel at a minimum and somehow the applicant needs to be make to a commitment for that. Doug indicated that possibility when they apply for a building permit they need to show proof that it is a four star hotel and be maintained as such. Doug indicated that this hotel does not want to turn into a Stillwater Hotel but operates as a warm bed condo hotel which transient room tax will come from that and second home tax will come from it.

Paul Watson, engineer for the applicant, addressed the Wasatch County Council, addressed the Wasatch County Council and indicated that site triangles have been worked out with the County's review engineer and the speed will be thirty miles an hour. Paul also indicated that he agrees with all of the conditions that have been presented.

Dan Vanzeben, architect on the project, addressed the Wasatch County Council and indicated that the height will go from seventy feet down to fifty-five feet or somewhere in that neighborhood to minimize some of those height concerns.

There was quite a bit of discussion concerning how the Wasatch County Council can make sure that the hotel stays a 4 to 5 Star Boutique Hotel and that it doesn't turn into something like Stillwater. There was a discussion concerning that if the Wasatch County Council has the ability to require that or have something to put their teeth into to make sure that the hotel is built to a 4 to 5 Star Boutique Hotel. The Wasatch County Council understood what the applicant's intent is but do they have the right to require such a hotel be built.

Doug Smith, the Wasatch County Planner, indicated that the concern about the hotel being built to a 4 to 5 Star Boutique Hotel was a concern because what can Wasatch County do to ensure such a hotel will be built. Doug also indicated that possibly through the Development Agreement that concern can be taken care of but just so that hotel doesn't become another Stillwater.

Chair Price indicated that the bottom line answer is that the applicant can't be required to do that but can encourage the applicant to do that. Chair Price didn't think that could be made a condition for that to take place. Enforcement is another thing that has to take place and that will be hard to enforce.

Chair Price then opened the matter up for public comment.

Ms. Nicole Kye, resident across the street, addressed the Wasatch County Council and indicated that she thought that there would be stores there instead of big large hotel which impacts the visual corridor as you come into our neighborhood and community itself. Also the shopping continues to go back to Park City instead of staying here in Wasatch County. Nicole also had a concern with the open space. Nicole had a big concern with the increase of traffic that such a hotel would cause and also a safety factor with the traffic especially in the winter because the road becomes very slippery.

Chair Price then closed the public comment period.

All the Wasatch County Council members had the concern about the hotel turning into what happened at Stillwater and would like to have some type of language that would safeguard something like that from happening so it doesn't turn into a rental unit.

Rich Wolper, the applicant with Mark 25, addressed the Wasatch County Council and indicated that the intent has always been to be a full service hotel and plan on keeping half of the rooms for ourselves for rental. Also a full service spa is being put in, full service work-out facility, tennis courts, full service restaurant and bar, shuttle service for the entire area to mitigate the traffic and for an amenity, also three miles of trails maintained for cross country use in the winter and walking in the summer or bicycles, picnic areas, planted large mature trees, there will be convention centers, computers, possibly an ice skating rink, possibly a general store in the hotel. Rich indicated that everything has been done that he said would be done plus others and this is an amenity for the homeowners and homeowner fees are very low. There will be small kitchenettes, twenty-four hour room service. Rich indicated that to have the hotel with a four-star rating is very, very difficult to obtain. You have to have the service part, finishes; quality will be at the four-star rating or higher. Rich indicated that he doesn't want this hotel to turn into a Stillwater. Also Deer Vista will benefit from these amenities that will be put in because Deer Vista doesn't have the amenities for their one hundred and three homes up there and want to belong to our club.

**Councilman Price made a motion that we approve item number two on the agenda with the findings and the conditions except for condition number four and in number four's place instead of required to be a four-five star boutique hotel that we add a one month limitation stay of anything that is in the rental pool in the development agreement when that is done with the Wasatch County Manager and also to accept the staff report. Councilman Kohler seconded the motion so a vote can be taken and the motion fails with the following vote:**

**AYE: Jay Price  
AYE: Greg McPhie  
AYE: Kipp Bangerter**

**NAY: Steve Farrell  
NAY: Steve Capson  
NAY: Mike Kohler  
NAY: Kendall Crittenden**

**Councilman Farrell made a motion that we go ahead and approve this as outlined with the conditions and findings recommended by the Wasatch County Planning Commission with the exception of number four and insert in there that before a building permit will be issued this will be reviewed by the Wasatch County Council on the development agreement as Mike Davis, the Wasatch County Manager, has indicated and accept the staff report and the quality of the service and level of the brand and conditions. Also insert in item number four that the developer will work with the Wasatch County Manager in the development agreement to outline the scope and quality of the project that will come back to the Wasatch County Council before final approval is given for a building permit.**

A discussion was held among the council members regarding how to word Councilman Farrell's motion to indicate what they want the hotel to be so that it won't turn into a problem like in Stillwater.

The Record Should Reflect That Councilman McPhie Left the Council Meeting to Go to Another Meeting.

Scott Sweat, the Wasatch County Attorney, addressed the Wasatch County Council and indicated that once a matter is approved then you are moving forward with what the code is at that point.

Doug Smith, the Wasatch County Planner, addressed the Wasatch County Council and indicated that he likes the idea of a voluntary development agreement saying that the hotel will have a restaurant, common space, full service front desk, room service, all of those amenities, whatever they may be that are required to be a full service hotel and when the site plan comes in and the floor plan comes in that would be checked for a conference room, restaurant.

**Councilman Farrell will amend my motion that we accept the findings and conditions outlined by the Wasatch County Planning Commission with the exception of Condition No. 4 and that the developer is to provide a full service hotel that would include a restaurant, spa, pool, workout facility, reservation system, reservation desk, conference center with a minimum of one hundred and fifty people, room service and these items will be included in the development agreement and to accept the staff report. Councilman Capson seconded the motion. The motion carries with the following vote:**

**AYE: Kipp Bangerter**

**AYE: Mike Kohler**

**AYE: Steve Capson**

**AYE: Steve Farrell**

**AYE: Jay Price**

**NAY: Kendall Crittenden**

Councilman Crittenden indicated that he voted Nay because of the traffic problem.

Chair Price then indicated that since Councilman McPhie had to go to another meeting and so it still takes four votes in the affirmative to pass this and do you still want to go on with Item No. 3 as the applicant?

Paul Watson, the engineer, for the project indicated that the applicant wishes to go forward.

**PUBLIC HEARING  
DECEMBER 17, 2014**

**RICHARD WOLPER, REPRESENTATIVE FOR MARK 25, IS REQUESTING A PLAT AMENDMENT TO IROQUOIS PHASE 2 PARCELS B, C, AND D. THE PROPOSAL WOULD REMOVE THE PROPERTY LINES FOR PARCELS B, C AND D TO CREATE ONE LARGER COMMERCIAL PARCEL AS WELL AS RE-ALIGN THE COMMON PROPERTY LINE BETWEEN DEER CANYON PRESERVE AND IROQUOIS PHASE 2. THE PROPOSAL IS LOCATED IN SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST AT THE SOUTH END OF IROQUOIS PHASE 2 IN THE JB0Z JORDANELLE BASIN OVERLAY ZONE.**

Doug Smith, the Wasatch County Planner, addressed the Wasatch County Council and indicated that the proposal is to combine the existing commercial parcels referred to as B, C and D in phase 2 of the Iroquois plat as well as add 8 acres of what is currently open space into the phase 2 plat from the neighboring development, Deer Canyon Preserve, to be used as a future hotel.

Doug indicated that the possible findings are:

Commissioner Jacobsmeyer made a motion that we continue the Rocky Mountain Power's conditional use permit to July 9, 2015 meeting.

Commissioner Giles seconded that motion

The motion carries with the following vote:

AYE: Robert Gappmayer, Lew Giles, Jay Eckersley, Brad Lyle, Liz Lewis, Jon Jacobsmeyer, Paul Probst.

NAY: None.

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**ITEM 2**      **RICHARD WOLPER, REPRESENTATIVE FOR JOVID HOTEL LLC, IS REQUESTING CONDITIONAL USE AND SITE PLAN APPROVAL FOR A HOTEL ON APPROXIMATELY 11.74 ACRES. THE PROPOSED HOTEL CONTAINS 250 ROOMS, RESTAURANT, SPA, ICE SKATING RINK AND A CONFERENCE CENTER. THE PROPOSAL IS LOCATED BETWEEN HIGHWAY 248 AND PEACE TREE TRAIL WITH FRONTAGE AND ACCESS ON PEACE TREE TRAIL AND SOUTH OF THE IROQUOIS PHASE 2 UNITS AND MORE SPECIFICALLY LOCATED IN SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST IN THE JBOZ (JORDANELLE BASIN OVERLAY ZONE). CONTINUED FROM APRIL 16, 2015 MEETING.**

#### Staff

Doug Smith, the Wasatch County Planning Director, addressed the Wasatch County Planning Commission and indicated that this matter was continued from the April 16, 2015 Planning Commission agenda. The public hearing portion of the meeting was closed but the conditional use approval was continued to the May 14, 2015 meeting so that the applicant could work through issues with the review engineer and clean up the items that the Wasatch County Planning Department had listed as conditions.

Doug also indicated that the site has received a re-zone approval and a plat amendment to create the pad site for the hotel. Doug also indicated that this is a final approval by the Wasatch County Planning Commission and that there should be few, if any, conditions if the approval is granted. Doug also indicated that since the use is a conditional use, that required notice of all property owners within 500 feet be notified. And as of the writing of this report no questions have been received from neighboring property owners.

Doug indicated that with regard to the conditions that were listed on the April Wasatch County Planning Commission meeting that he has no concerns about them that they have been met. Doug also indicated that there were concerns in the DRC report regarding the fire department. Chief Ernie Giles indicated in the DRC report that numerous items need to be discussed regarding fire apparatus access to the structure for adequate fire response and rescue. Doug indicated that the parties need to sit down and work through those issues but the Wasatch County Fire Department did sign off saying that the Wasatch County Planning Commission should grant approval of this matter.

Doug indicated that some possible findings are:

1. At the April 16, 2015 Wasatch County Planning Commission meeting public comment was taken and then the public hearing portion of the meeting was closed.
2. The subject site was rezoned to community commercial which allows for hotels as a conditional use.
3. The conditional use requires negative impacts, if any, to be mitigated.
4. The heights were limited to approximately 55 feet from natural grade.
5. The Wasatch County Planning Commission must find that the proposal complies with the findings listed in 16.23.07 for conditional uses.
6. Notice was sent to all property owners within 500 feet and no negative comments have been received as of the writing of this report.
7. Staff believes that the parking is acceptable due to the shared parking opportunities.

Doug indicated that some possible conditions are:

1. All items listed in the 15 conditions in the Wasatch County Planning Staff Report be addressed and how they are being addressed by the applicant should be a requirement of the approval.
2. The Wasatch County Planning Commission will need to determine that findings for conditional uses listed in Section 16.23.07 as listed in the Wasatch County Planning Staff's Report have been met.
3. A development agreement approved by the Wasatch County Council needs to be recorded with the plat. The DA must include all amenities for a full service hotel, landscape plans, trail plans, materials and renderings, minutes and power point presentation etc.

Doug indicated that he feels that the conditional use permit should be granted.

Andy Dahmen, Wasatch County consulting engineer, indicated that since last month the applicant did a good job putting together a plan in addressing all the details that needed to be addressed. Andy further stated that he has no problem with the conditional use permit being granted.

#### Applicant

Rich Wolper, the applicant, addressed the Wasatch County Planning Commission and asked if there were any questions. Mr. Wolper indicated that they have hired an outside counsel to draft the HOA documents to limit certain things and do everything in our power to make it a hotel and not make it an apartment complex. Rich also indicated that he doesn't believe that branding is necessary and having talked with different brands it is a big expense to pay them. Also the idea is to support the hotel is to bring people in through sports and through our amenities. Rich indicated that his partner Justin handles all of the marketing and all of the sales and stuff.

Justin Griffin, with the JOVID hotel, addressed the Wasatch County Planning Commission and indicated they have hired an outside consultant and her specific task is how to handle room rentals in doing it ourselves or having a brand do it. Justin also indicated that most of the business will be brought in through this event center. Commissioner Giles didn't want the hotel to turn into an apartment complex. Justin indicated that there are many things that can be put in documents to discourage it and our outside consultant is to handle such matters. Commissioner Lyle indicated that Summit County has an ordinance that if you rent for more than ten days and don't go through a hotel or an agency they look on VRBO Vacation Rentals By Owners and they send notice that you have to have nightly rental license and have to pay taxes as a secondary residence so Summit County is really aggressive about it. Commissioner Lyle also indicated that Wasatch County hasn't been very aggressive about this matter. Mr. Wolper indicated that they are very aggressive on that and that will be monitored very carefully and that will be in the CC&R's. Rich indicated that there will be approximately two hundred and fifty rooms. Commissioner Giles asked about who polices the matter to keep this hotel from turning into a low-income apartment place.

Doug Smith, the Wasatch County Planning Director, addressed the Wasatch County Planning Commission and indicated that that matter has been an ongoing debate for years now and is very difficult to enforce that matter. Also short of hiring some additional help it is very tough to police this matter. Craig Chambers, Deputy Wasatch County Attorney, indicated that with regard to the matter is to have the HOA self-police the matter. Also if there is a right functioning HOA with the right conditions in it these types of issues should never come up. Then after that self-policing that is when there is a Wasatch County Code on short term rentals that has been re-written and tweaked a few times. Also resources are limited to enforce that type of activity.

#### Public Comment

Chair Gappmayer indicated that there will be no public comment tonight because the public comment period was closed last meeting.

#### Motion

Commissioner Probst indicated that we are doing all that we can to enforce this and until different ordinances are in place we do what we can and I think that is happening. Having said that, I would like to make a motion that we grant conditional use permit and site plan approval for JOVID Hotel LLC. It appears that they have met the fifteen items last month that the Wasatch County Planning Commission was concerned about. They have met the general standards of 16.23.07 of the land use code. Considering the findings of the Wasatch County Planning Staff and with the conditions of entering into a Development Agreement, I move that we grant this approval and accept the conditions and the Wasatch County Planning Staff Report.

Commissioner Giles seconded the motion.

The motion carries with the following vote:

AYE: Robert Gappmayer, Paul Probst, Jon Jacobsmeier, Liz Lewis, Lew Giles, Jay Eckersley, Brad Lyle.

NAY: None.

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**ITEM 3**      **RICHARD WOLPER, REPRESENTATIVE FOR MARK 25 LLC, IS REQUESTING FINAL APPROVAL FOR BLACK ROCK RIDGE PHASES 4 AND 5. THIS FINAL APPROVAL IS FOR 41 TOWNHOUSE UNITS AT THE NORTH END OF IROQUOIS PHASE 3 WHICH IS ALSO REFERRED TO AS BLACK ROCK RIDGE IN SECTION 31 OF TOWNSHIP 1 SOUTH, RANGE 5 EAST IN THE JBOZ (JORDANELLE BASIN OVERLAY ZONE).**

#### Staff

Doug Smith, the Wasatch County Planning Director, addressed the Wasatch County Planning Commission and indicated that this property was rezoned at the end of last year to a medium density residential. Doug indicated that this request is for a continuation of the same product that is in phase 2 of Black Rock Ridge and what is approved for in phase 3. Doug indicated that on September 15, 2014 the Wasatch County Council granted approval of a re-zone to medium density residential and a master plan and density approval.

Doug indicated that the possible findings are:

1. The proposal complies with the re-zone, density approval and preliminary approvals.
2. The proposal meets the density for the medium density designation of the JBOZ.
3. The proposed land uses are similar in scope and scale as other uses found in the immediate area.
4. Public Works approved the snow storage plan that was an issue at preliminary.
5. The same materials and architecture will be used for these phases as was used in the previous phases.

Doug indicated that the possible conditions are:

1. The irrigation sheet IR-1 doesn't seem to have any detail as far as sprinkler layout. Drip and broadcast.
2. The landscape plan should have 1 1/2 caliper deciduous trees as a minimum.
3. All requirements of the traffic engineer are required to be completed when the upper road connects to Browns Canyon.
4. The portion of the trail that connects the cul-de-sac to the Promontory trail system should be asphalt.
5. In accordance with the preliminary conditions a public sign plan for the trails is required.

Doug indicated that the project summary is:

1. Phase 4 is 4.13 acres and phase 5 is 4.84 acres.
2. Property is zoned medium density which allows for a range of 1.5-3.5 ERU's per net developable acre.
3. The proposal is at the highest density in the range of 3.5 per net acre.
4. Both phases contain 41 units.



**NOTICE is hereby given that the WASATCH COUNTY PLANNING COMMISSION will hold a Public Meeting on August 18, 2016 at 7:00 p.m. in the Wasatch County Council Chambers, located at 25 North Main Street, Heber City, to consider the following item that was continued at the August 11<sup>th</sup> meeting:**

1. Richard Wolper, representative for JOVID Mark Hotel and Event Center, is requesting an amended conditional use and site plan approval for a hotel on approximately 11.74 acres. The proposed density for the hotel has not changed from the previously approved 250 individual condo/hotel units. The project includes a restaurant, spa, ice skating rink(s) and conference center. The request has changed the layout, architecture and number of stories (from 4 to 5) from the previous proposal. The proposal is located between Highway 248 and Peace Tree Trail with frontage and access on Peace Tree Trail and south of the Iroquois phase 2 units and more specifically located in Section 6, Township 2 South, Range 5 East in the JBOZ (Jordanelle Basin Overlay Zone).

All interested persons are invited to attend.

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Wasatch County Planning Department at 435-657-3205 prior to the meeting.

This Notice has been posted in three public places within Wasatch County including the front and rear doors of the Wasatch County Administration Building, posted on the Wasatch County website as well as the State of Utah website in compliance with the Utah Open and Public Meetings Act Utah Code ann. § 52-4-202 et. seq.

To view this notice online, go to the Wasatch County website: [www.wasatch.utah.gov](http://www.wasatch.utah.gov) or the State of Utah website: [www.utah.gov](http://www.utah.gov).