Notice is hereby given that the
Snyderville Basin Planning Commission
will meet in regular session
on Tuesday, February 28, 2023
at the Anchor Location, Sheldon Richins Building
(1885 West Ute Boulevard, Park City, Utah 84098).
To participate in Planning Commission meeting: Join Zoom webinar:
https://summitcountyut.zoom.us/j/98189226475
OR
To listen by phone only: Dial 1-669-900-9128 or 1-253-215-8782, Webinar ID: 981 8922 6475

AGENDA
Agenda items may or may not be discussed in the order listed

6:00 P.M. Regular Session

1. Public input for items not on the agenda or pending applications.

2. Public hearing to discuss and possibly act on a Plat Amendment for that will absorb Lot 15 into Lots 14 and 16; 4521, 4541, and 4571 W. Hidden Cove Rd; Parcel HC-1-14, HC-1-15, and HC-1-16; Cameron M. Banko, Applicant – Laura Kuhrmeyer, County Planner. See below for staff report

3. Public hearing to discuss and possibly act on a Plat Amendment for that will absorb Lot 158 into Lot 159 of the Glenwild, Phase II Subdivision; 280 and 310 Hollyhock St; GWLD-II-159-AM and GWLD-II-158-AM; Josh Arrington, Applicant. – Laura Kuhrmeyer, County Planner. See below for staff report

4. Public hearing and possible action regarding the Winter Sports School Phase 2 (Conditional Use Permit Amendment) for a ~13,000 sq. ft. expansion of the Winter Sports School in Park City, located at 4251 Shadow Mountain Drive (Parcel PP-102-K), Summit County, UT; Preston Croxford (Archiplex Group) representing Winter Sports School in Park City, Applicant. – Amir Caus, AICP, Senior Planner. See below for staff report

5. Public hearing and possible action for a plat amendment to vacate 3.22 acres from Lot FJGILL-1-AM-X and add it to Lot SCO-C-10-2AM. The applicants also propose to vacate 0.12 acres from Lot SCO-C-10-2AM and add it to Lot FJGILL-1-AM-X; Marketplace at Silver Creek Center LLC and Summit County, Applicants. – Jennifer Strader, Senior County Planner. See below for staff report

6. Discussion and possible action regarding the interpretation of zoning boundaries for Parcels FJGILL-1-AM-X and SCO-C-10-2AM. – Jennifer Strader, Senior County Planner. See below for staff report

Commission Items
Director Items
Adjourn

To view staff reports available after Friday, February 24, 2023 please visit: www.summitcounty.org

Individuals needing special accommodations pursuant to the Americans with Disabilities Act regarding this meeting may contact Vicki Geary, Summit County Community Development Department, at (435) 336-3123.

Posted: February 24, 2023
Published: February 25, 2023 – The Park Record
Project #22-253

STAFF REPORT

To: Snyderville Basin Planning Commission
From: Laura Kuhrmeyer, County Planner
Date of Meeting: February 28, 2023
Type of Item: Plat Amendment - Public Hearing, Possible Action
Process: Administrative Review

Recommendation
Staff has reviewed the application for compliance with all standards in the Snyderville Basin Development Code and found that it meets the requirements for approval. Staff recommends that the Snyderville Basin Planning Commission review the proposed Hidden Cove Lots 14, 15, & 16 Plat Amendment, conduct a public hearing and vote to approve the proposal pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval found in this Staff Report.

Project Description
Project Name: Hidden Cove No. 1 Subdivision, Revised, Lot 14 Amended & Lot 16 Amended
Applicant(s): Cameron M. Banko
Property Owner(s): Beckmann Paul Rees (Parcel HC-1-14)
Banko Cameron M (JT) (Parcels HC-1-15 & HC-1-16)
Location: 4521, 4541, and 4571 W Hidden Cove Rd, Summit County, UT
Zone District: Hillside Stewardship (HS)
Parcel Number and Size: HC-1-14 (0.49 acres), HC-1-15 (0.69 acres), & HC-1-16 (1.14 acres)
Type of Process: Administrative
Final Land Use Authority: Snyderville Basin Planning Commission

Proposal
The applicant is requesting to adjust lot lines shared by Lots 14, 15, and 16 of the Hidden Cove No. 1 Subdivision. The proposed amendment would result in the absorption of Lot 15 into Lots 14 and 16 (approx. one half each). This would result in the elimination of Lot 15 of the Hidden Cove No. 1 Subdivision.
**Background**

Hidden Cove No. 1 Subdivision was recorded in 1965. Lots 14 and 16 of the Hidden Cove No. 1 Subdivision currently each contain one (1) single-family dwelling. Lot 15 of the Hidden Cove No. 1 Subdivision (as platted) is vacant. The proposed amendment would absorb approximately half of Lot 15 into Lot 14 and approximately half of Lot 15 into Lot 16, thereby eliminating Lot 15.

**Analysis and Findings**

Section 10-3-18(l) of the Snyderville Basin Development Code sets the following grounds for vacating or changing a plat:

1. If the county manager or land use authority is satisfied that neither the public nor any person will be materially injured by the proposed vacation, alteration or amendment, and that there is good cause for the vacation, alteration or amendment, the county manager or land use authority may vacate, alter or amend the plat, any portion of the plat, or any road or lot.

   **Analysis:** The Snyderville Basin Planning Commission is the Land Use Authority for Plat Amendments that result in combination of lots. The proposed amendment would result in less density which results in less demand on County infrastructure and Staff finds that there is good cause for the proposed amendment. **COMPLIES**

2. No plat amendment shall be approved which results in an increase in density.

   **Analysis:** The proposal will not result in an increase of density. **COMPLIES**

Hidden Cove Lots 14, 15, & 16 Plat Amendment – February 28, 2023
Public Notice, Meetings and Comments
This item was publicly noticed as a public hearing with possible action by the Snyderville Basin Planning Commission. Notice of the public hearing was published in the Park Record. Courtesy postcards were mailed to all property owners within 1,000 feet of the subject Parcel.

As of the date of publishing this report, no public comment has been received.

Recommendation
Staff has reviewed the application for compliance with all standards in the Snyderville Basin Development Code and found that it meets the requirements for approval. Staff recommends that the Snyderville Basin Planning Commission review the proposed Hidden Cove Lots 14, 15, & 16 Plat Amendment, conduct a public hearing and vote to approve the proposal pursuant to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact:
1. Hidden Cove No. 1 Subdivision was recorded in 1965.
2. Beckmann Paul Rees is the owner of record of Parcel HC-1-14, located at 4521 W Hidden Cove Rd, Summit County, UT.
3. Banko Cameron M (JT) is the owner of record of Parcels HC-1-15 & HC-1-16, located at 4541 and 4571 W Hidden Cove Rd, Summit County, UT.
4. Lot 14 and Lot 16 each contain one (1) Single-Family Dwelling.
5. Lot 15 of the Hidden Cove No. 1 Subdivision (as platted) is vacant.
6. The applicant is requesting to adjust lot lines shared by Lots 14, 15, and 16 of the Hidden Cove No. 1 Subdivision.
7. The proposed amendment would result in the absorption of Lot 15 into Lots 14 and 16 (approx. one half each).
8. The proposed amendment would result in the elimination of Lot 15 of the Hidden Cove No. 1 Subdivision.
9. The Snyderville Basin Planning Commission is the Land Use Authority for Plat Amendments that result in combination of lots.
10. The proposed amendment would result in less density which results in less demand on County infrastructure.
11. Service Providers have reviewed the proposed plat amendment for compliance with applicable standards.
12. Staff has reviewed the proposed plat amendment for compliance with applicable Development Code standards.

Conclusions of Law:
1. There is good cause for this Plat Amendment.
2. The proposed Plat Amendment will not result in additional density.

Conditions of Approval:
1. All necessary service provider requirements shall be noted on the final plat prior to recordation.
2. Final plat recordation documents shall be in a form that is acceptable to and approved by the County Attorney’s Office and the County Recorder’s Office.
Attachments

Exhibit A – Description of Proposal
Exhibit B – Existing Plat
Exhibit C – Proposed Plat Amendment
October 25, 2022

Summit County
Community Development Department
P.O. Box 128
60 North Main Street
Coalville, Utah 84017
Phone: 435-615-3124

**RE: Proposal for Plat Amendment**

To Whom it May Concern:

This is a proposal (the “Proposal”) for a plat amendment that will affect Lots 14, 15, and 16 in the Hidden Cove Subdivision, Summit County, 84098, (“Hidden Cove”) whereby Lot 15 will be divided between the owners of Lots 14 and 16, and Lot 15 will ultimately cease to exist.

Cameron Banko and Natalie Segall (“Banko”) are the owners of Lot 16 in Hidden Cove, the address for which is 4571 Hidden Cove Road, Park City, Utah 84098, tax parcel id number HC-1-16. There is currently a residence on Lot 16. Paul Beckmann (“Beckmann”) is the owner of Lot 14 (HC-1-14) in Hidden Cove. There is currently a residence on Lot 14.

Lot 15 sits in between Lot 14 and Lot 16. Banko and Beckmann own Lot 15 (HC-1-15) in Hidden Cove together as co-tenants, with each party owning an undivided fifty percent interest in the property, free and clear of all liens and encumbrances. Banko and Beckmann have mutually agreed to divide Lot 15 as shown on the submitted plat amendment.

The purpose of this plat amendment proposal is to divide Lot 15 and to then join the respective parts resulting from this division to Lot 16 and Lot 14. As part of this transaction, Banko and Beckman will each need to quit claim to each other to convey their interests in Lot 15 to the other party. The proposed plan is to do this by quit claim deed using the amended legal descriptions for Lots 14 and Lot 16. Draft deeds for this part of the transaction have been included with this proposal submission. The legal descriptions used for Amended Lot 14 and Amended Lot 16 will be those set forth in the amended plat.
Banko and Beckmann have also engaged Coalition Title to assist with this transaction. Craig Rodman is available to talk through the process and can be reached at (435) 649-4008. In addition, Lot 15 has also been fully surveyed for the submitted proposed plat amendment, so metes and bounds descriptions are available as well.

Banko and Beckmann have both received consent from their respective lenders for this proposed plat amendment.

This Proposal is supported by the checklist and requested documentation which have been included in this PDF document submission package.

Please contact me directly with any questions or if you require anything further. Thank you for your time and consideration.

Sincerely,

SEGALL & BANKO

Cameron M. Banko, Esq.
STAFF REPORT

To: Snyderville Basin Planning Commission
From: Laura Kuhrmeyer, County Planner
Date of Meeting: February 28, 2023
Type of Item: Plat Amendment - Public Hearing, Possible Action
Process: Administrative Review

Recommendation
Staff has reviewed the application for compliance with all standards in the Snyderville Basin Development Code and found that it meets the requirements for approval. Staff recommends that the Snyderville Basin Planning Commission review the proposed Glenwild Phase II Subdivision Lots 158 and 159 Second Amended Plat Amendment, conduct a public hearing and vote to approve the proposal pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval found in this Staff Report.

Project Description
Project Name: Glenwild Phase II Subdivision Lots 158 and 159 Second Amended
Applicant(s): Josh Arrington (Upwall Design)
Property Owner(s): Nason Hollyhock LLC (Parcels GWLD-II-158-AM & GWLD-II-159-AM)
Location: 310 & 280 Hollyhock St, Summit County, UT
Zone District: Hillside Stewardship (HS)
Parcel Number and Size: GWLD-II-158-AM (1.04 acres) & GWLD-II-159-AM (1.63 acres)
Type of Process: Administrative
Final Land Use Authority: Snyderville Basin Planning Commission

Proposal
The applicant is requesting to combine 158 and 159 of the Glenwild Phase II Subdivision Amended. The proposed amendment would result in the absorption of Lot 158 into Lot 159. This would result in the elimination of Lot 158 of the Glenwild Phase II Subdivision Amended.
Background
The Glenwild Phase II Amended Subdivision was recorded in 2007. Lot 159 of the Glenwild Phase II Amended Subdivision currently contains one (1) single-family dwelling. Lot 158 of the Glenwild Phase II Amended Subdivision (as platted) is vacant. The proposed amendment would absorb Lot 158 into Lot 159, thereby eliminating Lot 158.

Analysis and Findings
Section 10-3-18(I) of the Snyderville Basin Development Code sets the following grounds for vacating or changing a plat:

1. If the county manager or land use authority is satisfied that neither the public nor any person will be materially injured by the proposed vacation, alteration or amendment, and that there is good cause for the vacation, alteration or amendment, the county manager or land use authority may vacate, alter or amend the plat, any portion of the plat, or any road or lot.

Analysis: The Snyderville Basin Planning Commission is the Land Use Authority for Plat Amendments that result in combination of lots. The proposed amendment would result
in less density which results in less demand on County infrastructure and Staff finds that there is good cause for the proposed amendment. **COMPLIES**

2. No plat amendment shall be approved which results in an increase in density.

**Analysis:** The proposal will not result in an increase of density. **COMPLIES**

**Public Notice, Meetings and Comments**

This item was publicly noticed as a public hearing with possible action by the Snyderville Basin Planning Commission. Notice of the public hearing was published in the Park Record. Courtesy postcards were mailed to all property owners within 1,000 feet of the subject Parcels.

As of the date of publishing this report, no public comment has been received.

**Recommendation**

Staff has reviewed the application for compliance with all standards in the Snyderville Basin Development Code and found that it meets the requirements for approval. Staff recommends that the Snyderville Basin Planning Commission review the proposed Glenwild Phase II Subdivision Lots 158 and 159 Second Amended Plat Amendment, conduct a public hearing and vote to approve the proposal pursuant to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

**Findings of Fact:**

1. The Glenwild Phase II Amended Subdivision was recorded in 2007
2. Nason Hollyhock LLC is the owner of record of both Parcel GWLD-II-158-AM & GWLD-II-59-AM, located at 310 and 280 Hollyhock St, Summit County, UT.
3. Lot 159 of the Glenwild Phase II Amended Subdivision currently contains one (1) Single-Family Dwelling.
4. Lot 158 of the Glenwild Phase II Amended Subdivision (as platted) is vacant.
5. The applicant is requesting to combine Lots 158 and 159 of the Glenwild Phase II Amended Subdivision.
6. The proposed amendment would result in the absorption of Lot 158 into Lot 159.
7. The proposed amendment would result in the elimination of Lot 158 of the Glenwild Phase II Amended Subdivision.
8. The Snyderville Basin Planning Commission is the Land Use Authority for Plat Amendments that result in combination of lots.
9. The proposed amendment would result in less density which results in less demand on County infrastructure.
10. Service Providers have reviewed the proposed plat amendment for compliance with applicable standards.
11. Staff has reviewed the proposed plat amendment for compliance with applicable Development Code standards.

**Conclusions of Law:**

1. There is good cause for this Plat Amendment.
2. The proposed Plat Amendment will not result in additional density.

**Conditions of Approval:**
1. All necessary service provider requirements shall be addressed and/or noted on the final plat prior to recordation.
2. Final plat recordation documents shall be in a form that is acceptable to and approved by the County Attorney’s Office and the County Recorder’s Office.

**Attachments**
- Exhibit A – Description of Proposal
- Exhibit B – Existing Plat
- Exhibit C – Proposed Plat Amendment
- Exhibit D – Survey
December 7, 2022

Summit County Planning Department
60 N Main St
Coalville, UT 84017

Glenwild lot 158 and 159

To whom it may concern,
Upwall Design has been hired by the owners of lot 158 and 159 in Glenwild to design an addition to the existing home located on lot 159. Due to size limitations imposed by Glenwild, in order to achieve the size of home the owner is requesting, lots 158 and 159 will need to be combined. The proposed home will be about 15,000 livable square footage as measured by Glenwild with additional garage space.

Sincerely,
Josh Arrington
STAFF REPORT

To:    Snyderville Basin Planning Commission
From:  Amir Caus, Senior Planner
Date of Meeting: February 28, 2023
Type of Item:  Conditional Use Permit Amendment – Public Hearing, Possible Action
Process:  Administrative Review

EXECUTIVE SUMMARY: The applicant Preston Croxford (Archiplex Group), on behalf of Winter Sports School in Park City, is requesting approval for a ~13,000 sq. ft. expansion of the Winter Sports School in Park City. The proposed improvements consist of a ~10,000 sq. ft. addition/wing which includes, but is not limited to; “flexible indoor space for private meetings, smaller breakout group work space, faculty collaboration space, and dedicated classroom spaces built intentionally as interactive lab spaces for science and art.” The proposed improvements also consist of a ~3,000 sq. ft. outdoor (covered) amphitheater. The expansion would increase the number of students from 120 to 160 students and the number of staff from 16 to 20.

While the original 2013 Conditional Use Permit (Project #13-692) allowed for a 10,000 sq. ft. Phase 2 expansion, it did not include a covered amphitheater and therefore this amendment has been scheduled for a public hearing.

According to the applicant, the primary purpose of the amphitheater is; “…for use as an outdoor classroom periodically during the day when extra space is needed or weather is ideal, as shaded lunch and recess space each day, and for all-school gathering space, since we have no indoor space with the capacity to gather the entire student population for a speech or presentation, etc… We don’t offer music classes and don’t have student concerts either. We have not imagined that we would have performances in any formal sense in the amphitheater, but might play music outside there for presentations or activities, but that isn’t any different from the way we use the outside space at school now anyway.”

Per Section 10-2-10 of the Snyderville Basin Development Code, schools are processed through a Conditional Use Permit in the Rural Residential (RR) Zone. Specific regulatory exemptions are given to schools under Title 17, Section 27a-305 of the Utah Code.

Staff has reviewed the application for compliance with the standards of the Snyderville Basin Development Code and has found that it meets the minimum required for approval.

Staff recommends that the Snyderville Basin Planning Commission review the proposed Winter Sports School Phase 2 Conditional Use Permit (CUP) Amendment, conduct a public hearing and vote to approve it pursuant to the Findings of Fact, Conclusions of Law and Conditions of Approval in this Staff Report.
Project Description

Project Name: Winter Sports School Phase 2
Applicant(s): Preston Croxford (Archiplex Group)
Property Owner(s): Winter Sports School in Park City
Location: 4251 Shadow Mountain Drive, Summit County, UT
Zone District: Rural Residential (RR)
Parcel Number and Size: PP-102-K (3.79 acres)
Type of Process: Administrative
Final Land Use Authority: Snyderville Basin Planning Commission

Vicinity Map

Background

The Winter Sports School is a program for winter sports athletes that attend grades 9 through 12. The school operates from April to November to allow for the athletes to train and compete during the winter months.

The school operated independently since 1994 and became a charter school in 2013. In 2013, the school acquired the subject property and received a Conditional Use Permit to convert an existing ~9,000 sq. ft. single-family home into a school. The Conditional Use Permit also
Winter Sports School Phase 2 – February 28, 2023

included a Phase 2 approval for a 10,000 sq. ft. addition, a parking expansion and allowed for up to 240 students, but did not include an amphitheater.

**Analysis and Findings**

**State Code Requirements and Exemptions**

Utah Code 17-27a-305(1.a) states:

*Each county, municipality, school district, charter school, local district, special service district, and political subdivision of the state shall conform to any applicable land use ordinance of any county when installing, constructing, operating, or otherwise using any area, land, or building situated within a mountainous planning district or the unincorporated portion of the county, as applicable.*

Title 17, Section 27a-305(2) of the Utah Code allows a county to:

- Subject a school to standards within each zone pertaining to setback, height, bulk and massing regulations, off-site parking, curb cut, traffic circulation, and construction staging
- Impose regulations upon the location of a project that are necessary to avoid unreasonable risks to health or safety.

Under Title 17, Section 27a-305(3), a county may not:

- Impose requirements for landscaping, fencing, aesthetic considerations, construction methods or materials, additional building inspections, county building codes, building use for educational purposes, or the placement or use of temporary classroom facilities on school property.
- Require school to participate in the cost of any roadway or sidewalk, unless reasonably necessary for the safety of the children or to connect to existing rights of way.
- Require the school to pay for county building inspectors.

**Conditional Use Permit**

Section 10-3-5(B) of the Snyderville Basin Development Code states that no Conditional Use Permit shall be approved unless the applicant demonstrates that the following standards can be met:

**Standard 1:** The use is in accordance with the General Plan.

**Analysis:** Winter Sports School in Park City is part of the Old Ranch Road Neighborhood of the Snyderville Basin General Plan. The Snyderville Basin General Plan describes the Old Ranch Road Neighborhood as a rural, residential area that contains mostly large lots for single family use. Winter Sport School in Park City is an established facility within the Old Ranch Road Neighborhood. According to the applicant, the number of students
anticipated is 160 which is less than the 240 anticipated as part of the original Conditional Use Permit.

The Snyderville Basin General Plan also acknowledges the natural features, such as wetlands, stream corridors, agricultural meadows and hillsides. The expansion does not encroach wetland and stream setbacks and maintains consistency with the neighborhood. **COMPLIES**

**Standard 2:** The use conforms to all applicable provisions of this Title, including, but not limited to, any applicable provisions of this Section and Chapter 4 of the Snyderville Basin Development Code, the Snyderville Basin General Plan, and State and Federal regulations.

**Analysis:** Staff review of the application indicates that it meets the minimum requirements for approval in the Snyderville Basin Development Code. Please review Chapter 4 Analysis below.

<table>
<thead>
<tr>
<th>Code Requirement</th>
<th>Analysis</th>
<th>Finding</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Establishment</td>
<td>All development permits must comply with the Chapter 4 provisions, standards, and policies.</td>
<td></td>
</tr>
<tr>
<td>2. Environmental Criteria</td>
<td>Staff has not found instances where the air and water quality would be compromised by the operations of the proposed uses. Summit County Engineering Department has confirmed that all applicable stormwater standards are being met.</td>
<td>Complies as conditioned</td>
</tr>
<tr>
<td>3. Critical Lands</td>
<td>Parcel PP-102-K has both a stream and wetlands present on the property. The applicant is adhering to the stream and wetland setback requirements.</td>
<td>Complies</td>
</tr>
<tr>
<td>4. Open Space</td>
<td>There is no open space requirement in the Rural Residential (RR) Zone. Stream and wetland areas will remain undeveloped.</td>
<td>Complies</td>
</tr>
<tr>
<td>5. Water and Water Supply</td>
<td>Mountain Regional Water will continue to serve the facility.</td>
<td>Complies as conditioned</td>
</tr>
<tr>
<td>6. Sanitary Sewer</td>
<td>Snyderville Basin Water Reclamation District will continue to serve the facility.</td>
<td>Complies as conditioned</td>
</tr>
<tr>
<td>7. Fire Protection</td>
<td>Park City Fire District has forwarded a letter of support.</td>
<td>Complies as conditioned</td>
</tr>
<tr>
<td>8. Loading and Unloading</td>
<td>The proposed school addition will utilize existing loading and unloading areas.</td>
<td>Complies</td>
</tr>
<tr>
<td>9. Parking Requirements</td>
<td>There are currently 102 stalls on Parcel PP-102-K, four of which are ADA compliant. The applicant is not proposing to change the parking area.</td>
<td>Complies</td>
</tr>
<tr>
<td></td>
<td>NOTE: While the Snyderville Development Code requires internal parking landscaping, Utah Code Section 17-27a-305 prohibits the County from considering requirements for landscaping.</td>
<td></td>
</tr>
<tr>
<td>10. Transportation Infrastructure and Access Design</td>
<td>The Engineering Department and the Park City Fire Department (PCFD) have confirmed that the access to the property is acceptable.</td>
<td>Complies</td>
</tr>
<tr>
<td>11. Public Utilities</td>
<td>Staff has not received any utility service provider comments which cannot be resolved.</td>
<td>Complies as conditioned</td>
</tr>
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</tr>
<tr>
<td>12. Mail Delivery</td>
<td>The proposed school addition will utilize existing mail delivery areas.</td>
<td>Complies</td>
</tr>
<tr>
<td>13. Solid Waste and Recycling</td>
<td>The proposed school addition will require relocation and expansion of the solid waste and recycling enclosure. Full enclosure, including roof has been confirmed.</td>
<td>Complies</td>
</tr>
<tr>
<td>14. Snow Removal and Storage</td>
<td>Adequate.</td>
<td>Complies</td>
</tr>
<tr>
<td>15. Police and Security</td>
<td>Adequate access provided.</td>
<td>Complies</td>
</tr>
<tr>
<td>16. Parks, Trails, and Trailheads</td>
<td>Existing internal and external pedestrian circulation connects to the existing Summit County trail system.</td>
<td>Complies</td>
</tr>
<tr>
<td>17. ADA Access</td>
<td>Detail compliance is expected to be confirmed during the State Review Process.</td>
<td>Complies as conditioned</td>
</tr>
<tr>
<td>18. Special Site Design Requirements</td>
<td>Winter Sports School in Park City is an existing facility and the proposed school expansion is being integrated into the existing neighborhood facility. Of the 3.79 acres, 2.38 acres will remain undeveloped. The proposed expansion meets all setback requirements.</td>
<td>Complies as conditioned</td>
</tr>
<tr>
<td>19. Architectural Regulations for All Structures</td>
<td>Utah Code Section 17-27a-305 prohibits the County from considering aesthetics.</td>
<td>N/A</td>
</tr>
<tr>
<td>20. Landscape Regulations</td>
<td>Utah Code Section 17-27a-305 prohibits the County from considering requirements for landscaping.</td>
<td>N/A</td>
</tr>
<tr>
<td>21. Lighting Regulations</td>
<td>The applicant has stated that; All anticipated exterior light fixtures are shown on the building as downlights that will meet required lumens, temp, etc. There are no existing site pole lights in the parking lot nor are there any proposed as part of this project.</td>
<td>Complies</td>
</tr>
<tr>
<td>22. Height Regulations</td>
<td>The proposed school addition and amphitheater heights are below the 32-foot maximum height limit as defined by the Snyderville Basin Development Code.</td>
<td>Complies</td>
</tr>
</tbody>
</table>

**Standard 3**: The use is not detrimental to public health, safety and welfare.

**Analysis**: The proposed School use is a permitted use within the Rural Residential (RR) Zone. Staff does not anticipate any negative impacts. **COMPLIES AS CONDITIONED**

**Standard 4**: The use is appropriately located with respect to public facilities.

**Analysis**: The property is near roads and utilities. **COMPLIES AS CONDITIONED**

**Standard 5**: The use is compatible with the existing neighborhood character and with the character and purpose provision of the applicable zoning district, and will not adversely affect surrounding land uses.
Analysis: Winter Sports School in Park City is an existing facility and the proposed school expansion is compatible with the existing neighborhood. **Complies as conditioned**

Per Section 10-3-5(C) of the Snyderville Basin Development Code (Special Standards For Conditional Uses): *In addition to the standards established in this section and in chapter 4 of this title for particular uses, all conditional uses within a zoning district shall conform to the following standards and criteria:*

**Standard 1:** The commission may require the applicant or the owner of the property subject to an application for development approval for a conditional use permit to establish an escrow account, post a bond or provide other financial security, in such form and sum as the commission shall determine, with sufficient surety running to the county to offset any extraordinary costs or expenses associated with the following: a) construction of any highways, roads, water or sewer mains, drainage facilities, or other public infrastructure; b) landscaping; c) compliance with the requirements of this section, any applicable special requirements set forth in this section and chapter 4 of this title, and the conditions attached to the development permit; and d) any expense requirements set forth in this section and chapter 4 of this title, and the conditions attached to the development permit, including the provision of facilities or structures, maintenance or construction work, or the execution or fulfillment of conditions of a continuing nature.

**Analysis:** Staff review of the application indicates that it meets the minimum requirements for approval in the Snyderville Basin Development Code. Please review Chapter 4 Analysis section above. **COMPLIES AS CONDITIONED AND APPLICABLE**

**Standard 2:** The proposed development shall not cause a reduction in the adopted level of service for any public facility.

**Analysis:** The Engineering Department has confirmed that they do not expect a level of service reduction. **COMPLIES**

**Standard 3:** Lighting shall not be directed or reflected upon adjoining land and shall meet all other related requirements of section 10-4-21 of this title with respect to exterior lighting.

**Analysis:** Staff review of the application indicates that it meets the minimum requirements for approval in the Snyderville Basin Development Code. Please review the Chapter 4 analysis section above. **COMPLIES**

**Standard 4:** The natural topography, soils, critical areas, watercourses and vegetation shall be preserved and used, where possible, through careful location and design of circulation ways, buildings and other structures, parking areas, recreation areas, open space, utilities and drainage facilities.

**Analysis:** Staff review of the application indicates that it meets the minimum requirements for approval in the Snyderville Basin Development Code. Please review the Chapter 4 analysis section above. **COMPLIES AS CONDITIONED AND APPLICABLE**
Standard 5: All roads shall provide free movement for safe and efficient use within the development. Local roads shall provide access to the site in a manner that discourages unsafe and congested conditions, and which provides convenient accessibility to parking areas, arterial and collector roads that shall be free of backing movement from adjoining parking areas and free from congestion and public safety problems.

Analysis: Staff review of the application indicates that it meets the minimum requirements for approval in the Snyderville Basin Development Code. Please review the Chapter 4 analysis section above. COMPLIES AS CONDITIONED AND APPLICABLE

Standard 6: Vehicular and pedestrian passageways shall be separated from public rights of way. Where appropriate, a system of walkways and bicycle paths connecting buildings, open spaces, recreation areas, public facilities, and parking areas shall be provided and appropriately lighted for night use.

Analysis: Staff review of the application indicates that it meets the minimum requirements for approval in the Snyderville Basin Development Code. Please review the Chapter 4 analysis section above. COMPLIES AS CONDITIONED AND APPLICABLE

Standard 7: Buildings and other structures shall provide a human scale consistent with adjacent development and appropriate to residential uses in the RR, HS, MR, CC, SC, and NC zoning districts, and consistent with adjacent conforming development in the zoning districts. The massing, scale and architectural design shall be consistent with the design guidelines established in section 10-4-19 of this title.

Analysis: Staff review of the application indicates that it meets the minimum requirements for approval in the Snyderville Basin Development Code. Please review the Chapter 4 analysis section above. COMPLIES AS CONDITIONED AND APPLICABLE

Standard 8: The volume rate of postdevelopment runoff shall not exceed predevelopment runoff. Runoff calculations shall be submitted with the application for site plan approval and shall be based upon: a) the 25-year, twenty four (24) hour design storm event; b) a fully developed contributing drainage area; c) the specific location of the proposed development; d) the proposed land use and use density or intensity; and e) the specific location and amount of impervious surfaces, in square feet.

Analysis: Staff review of the application indicates that it meets the minimum requirements for approval in the Snyderville Basin Development Code. Please review the Chapter 4 analysis section above. COMPLIES AS CONDITIONED AND APPLICABLE

Standard 9: The site shall be landscaped in accordance with the requirements of section 10-4-20 of this title.

Analysis: Utah Code Section 17-27a-305 prohibits the County from considering requirements for landscaping. N/A
**Recommendation**

Staff recommends that the Snyderville Basin Planning Commission review the proposed Winter Sports School Phase 2 (Conditional Use Permit Amendment), conduct a public hearing and vote to approve it pursuant to the Findings of Fact, Conclusions of Law and Conditions of Approval below.

**Findings of Fact:**

1. Winter Sports School in Park City is the owner of record of Parcel PP-102-K (3.79 acres), located at 4251 Shadow Mountain Drive, Summit County, UT.
2. Parcel PP-102-K is located in the Rural Residential (RR) Zone and is currently developed with the Winter Sports School in Park City, a 9,000 sq. ft. school for winter sports athletes that attend grades 9 through 12.
3. In 2013, the school acquired the subject property and received a Conditional Use Permit to convert an existing ~9,000 sq. ft. single-family home into a school.
4. The Conditional Use Permit also included a Phase 2 approval for a 10,000 sq. ft. addition, a parking expansion and allowed for up to 240 students, but did not include an amphitheater.
5. The school operates from April to November to allow for the athletes to train and compete during the winter months.
6. The applicant Preston Croxford (Archiplex Group), on behalf of Winter Sports School in Park City, is requesting approval for a ~13,000 sq. ft. expansion of the Winter Sports School in Park City.
7. The proposed improvements consist of a ~10,000 sq. ft. addition/wing which includes, but is not limited to; “flexible indoor space for private meetings, smaller breakout group work space, faculty collaboration space, and dedicated classroom spaces built intentionally as interactive lab spaces for science and art.”
8. The proposed improvements also consist of a ~3,000 sq. ft. outdoor (covered) amphitheater.
9. The expansion would increase the number of students from 120 to 160 students and the number of staff from 16 to 20.
10. While the original 2013 Conditional Use Permit (Project #13-692) allowed for a 10,000 sq. ft. Phase 2 expansion, it did not include a covered amphitheater and therefore this amendment has been scheduled for a public hearing.
11. According to the applicant, the primary purpose of the amphitheater is; “…for use as an outdoor classroom periodically during the day when extra space is needed or weather is ideal, as shaded lunch and recess space each day, and for all-school gathering space, since we have no indoor space with the capacity to gather the entire student population for a speech or presentation, etc... We don’t offer music classes and don’t have student concerts either. We have not imagined that we would have performances in any formal sense in the amphitheater, but might play music outside there for presentations or activities, but that isn’t any different from the way we use the outside space at school now anyway.”

Winter Sports School Phase 2 – February 28, 2023
12. Per Section 10-2-10 of the Snyderville Basin Development Code, schools are processed through a Conditional Use Permit in the Rural Residential (RR) Zone.
13. Specific regulatory exemptions are given to schools under Title 17, Section 27a-305 of the Utah Code.
14. Utah Code 17-27a-305(1.a) states:

(a) Each county, municipality, school district, charter school, local district, special service district, and political subdivision of the state shall conform to any applicable land use ordinance of any county when installing, constructing, operating, or otherwise using any area, land, or building situated within a mountainous planning district or the unincorporated portion of the county, as applicable.

15. Title 17, Section 27a-305(1) of the Utah Code allows a county to:

- Subject a school to standards within each zone pertaining to setback, height, bulk and massing regulations, off-site parking, curb cut, traffic circulation, and construction staging
- Impose regulations upon the location of a project that are necessary to avoid unreasonable risks to health or safety.

16. Under Title 17, Section 27a-305(2), a county may not:

- Impose requirements for landscaping, fencing, aesthetic considerations, construction methods or materials, additional building inspections, county building codes, building use for educational purposes, or the placement or use of temporary classroom facilities on school property.
- Require school to participate in the cost of any roadway or sidewalk, unless reasonably necessary for the safety of the children or to connect to existing rights of way.
- Require the school to pay for county building inspectors.

17. Winter Sports School in Park City is part of the Old Ranch Road Neighborhood of the Snyderville Basin General Plan.
18. The Snyderville Basin General Plan describes the Old Ranch Road Neighborhood as a rural, residential area that contains mostly large lots for single family use.
19. Winter Sport School in Park City is an established facility within the Old Ranch Road Neighborhood. According to the applicant, the number of students anticipated is 160 which is less than the 240 anticipated as part of the original Conditional Use Permit.
20. The Snyderville Basin General Plan also acknowledges the natural features, such as wetlands, stream corridors, agricultural meadows and hillsides.
21. The expansion does not encroach wetland and stream setbacks and maintains consistency with the neighborhood.
22. The school will continue to utilize existing loading and unloading areas.
23. The school will continue to utilize existing mail delivery areas.
24. Based on the size of the property, adequate areas for snow removal and storage exist.
25. The proposed school addition will require relocation and expansion of the solid waste and recycling enclosure. Full enclosure, including roof has been confirmed.
26. There is no open space requirement in the Rural Residential (RR) Zone.
27. Utility service providers have confirmed service availability.
28. Park City Fire District has forwarded a letter of support.
29. Service providers have reviewed the Conditional Use Permit Amendment for compliance with applicable standards.
30. Staff has reviewed the Conditional Use Permit Amendment for compliance with applicable Development Code standards.

Conclusions of Law:

1. The proposed project, as conditioned, meets the requisite standards set forth in the Snyderville Basin Development Code, Section 10-3-5: Conditional Use Permit.

Conditions of Approval:

1. The location, height, and applicable design of the proposed Winter Sports School in Park City Phase 2 Expansion shall be as per Exhibit A of this report.
2. No outdoor storage is permitted.
3. All disturbed area shall be revegetated with a native, drought tolerant seed mix.
4. All Summit County noise regulations shall be followed.
5. No modification to this Conditional Use Permit Amendment is permitted without the prior written approval of the Summit County Community Development Department.
6. Minor changes to the Conditional Use Permit may be necessary to ensure compliance with Building Code requirements. If such changes will not affect the overall massing, scale, character, and/or function of the buildings, they may be approved by the Community Development Director or authorized designee.
7. All necessary permits must be obtained prior to the commencement of any construction activity.
8. All other applicable service provider requirements shall be met.

Public Notice, Meetings and Comments

This item was publicly noticed as a public hearing with possible action by the Snyderville Basin Planning Commission. Notice of the public hearing was published in the Park Record. Courtesy postcards were mailed to all property owners within 1,000 feet of the subject Parcel.

As of the date of this Staff Report, no public comment has been received.

Attachments

Exhibit A – Applicant Letter and Proposed Plans
WSS Expansion Plans | January 2023 Narrative Summary

Description | Winter Sports School - Only One of Its Kind

The Winter Sports School in Park City (WSS), founded in 1994, is an instructor-led, college preparatory program for dedicated winter athletes (grades 9 through 12), with an academic calendar running from April through November each year, leaving its students free to pursue their athletic goals during the winter months without compromising their academic goals. The success of the program has been tremendous, both academically and athletically. Approximately 93% of WSS alumni go on to a two-year or four-year college or university within two years of graduation, including such institutions as the University of Utah Honors College, Westminster College, Cal Poly, Dartmouth College, Colby College, Montana State University, Williams College, UCLA, and Middlebury College. Many of the remaining 7% of WSS graduates are nominated to the national or junior national team for their respective athletic disciplines, and their results are staggering. As of 2022, the WSS alumni base of approximately 500 individuals has combined to win 222 World Cup Podiums, 82 World Cup Titles, 13 Overall World Cup Titles, 33 World Championship Medals, 15 Olympic Medals, and 14 X-Games Medals.

For its first 20 years, WSS operated as a private, tuition-based program, during which time its annual enrollment fluctuated between 30 and 60 students. In 2013, we applied to the Utah State Board of Education (USBE) to become a Utah State Charter School. Our application was approved by the Utah State Charter School Board in February of that year and ratified by the USBE Board in June. We officially began operating as a Charter School in July of 2014. While we remain a very small institution compared to most secondary schools, the change did lead to a significant uptick in our enrollment, from 42 students in 2013 to 112 in 2014. While such dramatic growth from one year to the next as we transitioned to becoming a public Utah charter school presented significant challenge and “growing pains,” nearly ten into this transformation, we are delighted that we continue to serve so many more deserving students and families, averaging enrollment of 114 over the past 5 years and earning our ever-improving reputation as a rigorous, dynamic, one-of-a-kind educational experience for student-athletes.

Expansion | Building Spaces to Fit Expanding Programs

Since our initial CUP application and especially in the five years since the second phase of our building renovation, Winter Sports School has seen considerable changes in its leadership, staffing, and program advancement in all areas. In July of 2017, WSS brought on a new Head of School in the middle of its academic year, and replaced all of its non-teaching staff including business management, operations management, and student support staff. We have added or replaced 8 new educators in that time including the creation of new administrative roles in Curriculum & Instruction, Special Programs, Online Learning, and Comprehensive Guidance.

In that time as well, the landscape of education has also shifted both locally and nationally, with expanded options for fully online, independent study programs for high school students, disruption and evolution within local and regional winter sport clubs, our unofficial partners in this enterprise, and - of course - the dramatic disruptions brought on by the ongoing COVID-19 pandemic since the winter of 2020. Winter Sports School has
weathered these and other changes quite well, anchored in our clarity of purpose and core beliefs about teaching and learning.

Alongside the educational landscape change, Winter Sports School has been expanding our academic course offerings consistent with our mission and further customizing our programs of study to meet the specific needs of our student population including offering online learning options, reducing overall class sizes, advancing the services we are providing our students to meet their social-emotional and college & career planning needs. Each of these advancements in our programs require additional, flexible space, so we have made creative use of every inch of existing space including retrofitting office space to accommodate an additional classroom, and creating temporary workspace for staff when offices are needed for private meetings, tutoring sessions, etc. We have enhanced, as well, the function of our outside spaces to provide usable space for socializing, recreation during lunch times, and for use as outdoor learning space, including outfitting our stone patio and parts of the parking lot with outdoor furniture and shade umbrellas to allow for students and teachers to overflow into the outdoors on the many beautiful weather days we have in Utah. The new design of our proposed expansion prioritizes flexible indoor space for private meetings, smaller breakout group work space, faculty collaboration space, and dedicated classroom spaces built intentionally as interactive lab spaces for science and art. We have replaced a planned indoor auditorium with a flexible, shaded, outdoor learning space - and amphitheater adjacent to the planned classroom expansions. Tucked into the existing hillside with south-facing slanted roof, this open air, energy-efficient, flexible shaded space also provides us for the first time in our school’s history a single, sheltered gathering space large enough for our whole school-community. The new design acknowledges also the shift to add more all-gender bathroom facilities to enhance our welcoming, inclusive, and supportive learning and working environment for all.

Our new design seeks to better leverage an existing irrigated lawn area that is at once expensive and difficult to maintain in good health each summer; our new plan proposal promises more suitable learning, meeting, and relaxing space to meet the demands of the program enhancements we have brought to Winter Sports School in the last five years.
EXHIBIT A.3

WINTER SPORTS SCHOOL ADDITION
4251 SHADOW MOUNTAIN DR.
PARK CITY, UT 84098

CODE ANALYSIS

A. Occupancy and Group: ______     ______     ______    ______      ______
B. Seismic Design Category: ______ Design Wind Speed:  ______ mph
C. Type of Construction: ______
D. Special Occupancy (e.g. High Rise, Covered Mall):    ______
E. Mixed Occupancies:   ______         Nonseparated Uses:   ______
F. Sprinklers: Required: ______   Provided: _____  Type of Sprinkler System: ____________
G. Number of Stories:   ______   Building Height: ______
H. Actual Area per Floor (square feet): _______________________________ 16,180 S.F.
I. Tabular Area: 24000 SQ FT PER IBC 2018 TABLE 506.2 - B & S1 OCCUPANCIES "S1" footnotes
J. Area Modifications: NOT REQUIRED
K. Fire Resistance Rating Requirements for Building Elements (hours)

L. Design Occupant Load: 282 x 0.2 = 56.4" Exit Width Required:   57            Exit Width Provided:   6 DOORS @ 36 = 216
M. Minimum Number of Required Plumbing Facilities:
   a)    Water Closets - Required (m) ______ (f) ______  Provided (m) ______ (f) _____
   b)    Lavatories  -  Required (m) ______ (f) ______    Provided (m) ______ (f) ______
   c)    Bath Tubs or Showers:  ___________________ 0
   d)    Drinking Fountains:  ______       Service Sinks: ______

DEFERRED SUBMITTALS
J. OPEN WEB STEEL, GIRDERS, AND DECK DUE WITHIN 45 DAYS OF CONTRACT AWARD
K. AUTOMATIC FIRE SPRINKLING SYSTEM PER NFPA 13 DUE WITHIN 45 DAYS OF CONTRACT AWARD
L. FIRE ALARM SYSTEM PER NFPA 13 DUE WITHIN 45 DAYS OF CONTRACT AWARD

FOOTNOTES:
1. In case of conflict with the U.S. Department of Justice Federal Registers Parts I through V - ADA Guidelines and specific reference to the International Building Code Accessibility Chapters the more restrictive requirement shall govern.
2. Please be certain that all precautions are taken during construction to maintain fire protection and protect the construction crew.
1. All work shall be done in accordance with governing agency specifications and applicable laws. The work shall be done in a safe and workmanlike manner, and in accordance with the latest American Public Works Association (APWA) standard and specifications.

2. Contractor shall maintain and protect all existing improvements. Change of ownership notes, construction in progress notes, all work being done in accordance with applicable laws and the latest APWA standard and specifications.

3. All work shall be done to the best of the contractor's ability as closely as possible.

4. The contractor shall be responsible to contact Blue Stakes of Utah prior to starting any activities. All existing utilities shown on the plans are approximations only. Changes, additions, or deletions to any of the existing utilities shall not be made without prior written notification to the engineer.

5. The contractor shall be responsible for all excavations, trenching, and backfilling as required to protect existing utilities and other underground structures.

6. The contractor shall be responsible for all safety and health-related matters, including providing appropriate safety equipment and training to all workers.

7. The contractor shall be responsible for all materials, tools, and equipment furnished for the performance of the work.

8. The contractor shall be responsible for all labor and overhead costs.

9. The contractor shall be responsible for all costs associated with delays or extensions beyond the scheduled completion date.

10. The contractor shall be responsible for all costs associated with the removal of any materials, tools, or equipment that are not to be used in the performance of the work.

11. The contractor shall be responsible for all costs associated with any changes or additions to the plans or specifications.

12. The contractor shall be responsible for all costs associated with any additional work required by the owner or any governmental agency.
1. All work shall be done in accordance with governing agency standards and specifications. In the absence of project standards and specifications, APWA standard and specifications shall govern.

2. Contractor shall retain and protect all existing improvements unless otherwise noted. Contractor is responsible to repair all sidewalk, pavement, gravel, utilities, landscaping, irrigation, fencing, and existing improvements damaged as part of construction.

3. All curb dimensions are to face of curb unless otherwise noted.

4. All work shall comply with the project plans, project specifications, and project geological engineering report, whichever is the most stringent.

5. All striping, pavement markings, and signage to comply with the current MUTCD edition of the Manual on Uniform Traffic Control Devices or local code, whichever is more stringent.

6. Contractor is responsible for performing work on or adjacent to a public road to provide, install, and maintain appropriate traffic control devices, as well as any additional traffic control devices that may be required to ensure safe and efficient movement of traffic and protect road workers. All work shall be performed in accordance with the current MUTCD edition of the Manual on Uniform Traffic Control Devices or local code, whichever is more stringent.

7. Dimensions for layout and construction are not to be scaled from any drawing. If pertinent dimensions are not shown, contact engineer for clarification.

8. Stormwater Narrative:

   - Existing detention pond on the northeast corner of the property.
   - Existing detention capacity exceeds the calculated volume requirement with the proposed improvements. The existing detention pond in the northeast corner of the property is sufficiently sized.

   - Proposed detention basin capacity at the bottom of the spillway per 2014 PEPG Drainage Report: 9,904 ft³
   - Previous 100-yr detention volume required: 8,140 ft³
   - Proposed 100-yr detention volume with proposed improvements: 8,824 ft³

   - Existing detention storage capacity exceeds the calculated volume requirement with the proposed improvements. The existing detention pond in the northeast corner of the property is sufficiently sized.
1. All work shall be done in accordance with governing agency standards and specifications. In the absence of project standards and specifications, APWA standard and specifications shall govern.

2. Contractor shall retain and protect all existing improvements unless otherwise noted. Contractor is responsible to repair all sidewalk, pavement, gravel, utilities, landscaping, irrigation, fencing, and existing improvements damaged as part of construction.

3. All curb dimensions are to face of curb unless otherwise noted.

4. All work shall comply with the project plans, project specifications, and project technical engineering report, whichever is the most stringent.

5. All striping, pavement markings, and signage to comply with the current MUTCD edition manual on uniform traffic control devices or local code, whichever is more stringent.

6. Contractor is responsible for performing all work on or adjacent to a public road to provide, install, and maintain appropriate traffic control devices, as well as any additional traffic control devices that may be required to ensure safe and efficient movement of traffic and pedestrians through or around the work area and to provide maximum protection and safety to road workers. Dimensions for layout and construction are not to be scaled from any drawing. If pertinent dimensions are not shown, contact the engineer for clarification.

7. All work shall comply with the project plans, project specifications, and project technical engineering report, whichever is the most stringent.

8. Contractor is responsible for performing work on or adjacent to a public road to provide, install, and maintain appropriate traffic control devices, as well as any additional traffic control devices that may be required to ensure safe and efficient movement of traffic and pedestrians through or around the work area and to provide maximum protection and safety to road workers. Dimensions for layout and construction are not to be scaled from any drawing. If pertinent dimensions are not shown, contact the engineer for clarification.

9. All work shall comply with the project plans, project specifications, and project technical engineering report, whichever is the most stringent.

10. Contractor is responsible for performing work on or adjacent to a public road to provide, install, and maintain appropriate traffic control devices, as well as any additional traffic control devices that may be required to ensure safe and efficient movement of traffic and pedestrians through or around the work area and to provide maximum protection and safety to road workers. Dimensions for layout and construction are not to be scaled from any drawing. If pertinent dimensions are not shown, contact the engineer for clarification.

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13. All work shall comply with the project plans, project specifications, and project technical engineering report, whichever is the most stringent.

14. Contractor is responsible for performing work on or adjacent to a public road to provide, install, and maintain appropriate traffic control devices, as well as any additional traffic control devices that may be required to ensure safe and efficient movement of traffic and pedestrians through or around the work area and to provide maximum protection and safety to road workers. Dimensions for layout and construction are not to be scaled from any drawing. If pertinent dimensions are not shown, contact the engineer for clarification.

15. All work shall comply with the project plans, project specifications, and project technical engineering report, whichever is the most stringent.

16. Contractor is responsible for performing work on or adjacent to a public road to provide, install, and maintain appropriate traffic control devices, as well as any additional traffic control devices that may be required to ensure safe and efficient movement of traffic and pedestrians through or around the work area and to provide maximum protection and safety to road workers. Dimensions for layout and construction are not to be scaled from any drawing. If pertinent dimensions are not shown, contact the engineer for clarification.

17. All work shall comply with the project plans, project specifications, and project technical engineering report, whichever is the most stringent.

18. Contractor is responsible for performing work on or adjacent to a public road to provide, install, and maintain appropriate traffic control devices, as well as any additional traffic control devices that may be required to ensure safe and efficient movement of traffic and pedestrians through or around the work area and to provide maximum protection and safety to road workers. Dimensions for layout and construction are not to be scaled from any drawing. If pertinent dimensions are not shown, contact the engineer for clarification.

19. All work shall comply with the project plans, project specifications, and project technical engineering report, whichever is the most stringent.

20. Contractor is responsible for performing work on or adjacent to a public road to provide, install, and maintain appropriate traffic control devices, as well as any additional traffic control devices that may be required to ensure safe and efficient movement of traffic and pedestrians through or around the work area and to provide maximum protection and safety to road workers. Dimensions for layout and construction are not to be scaled from any drawing. If pertinent dimensions are not shown, contact the engineer for clarification.
GENERAL NOTES

1. CONTRACTOR MUST CONFIRM ALL DIMENSIONS AND LOCATIONS OF THE ESD BEFORE SUBMITTING THE BID PROPOSALS AND WORK PERFORMED BY THE WORKER. IF THE DIMENSIONS AND LOCATIONS DO NOT CONFORM TO THE CONTRACT DOCUMENTS, CONSULT WITH THE PROJECT PRIOR TO TAKING ANY SUBSTANTIAL ACTION.

2. REPORTISSUE TO CONTRACTOR: CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS AT THE SITE.

3. CONTRACTOR SHALL LEAVE WORK AREAS BROOM CLEAN AND FREE OF TOOLS, EQUIPMENT, ETC., AT THE END OF EACH SHIFT. ALL CONSTRUCTION ACTIVITY SHALL BE CONTAINED WITHIN CONSTRUCTION BARRICADES OR FENCES. CONTRACTOR SHALL PROTECT OWNERS EXISTING EQUIPMENT ADJACENT TO NEW CONSTRUCTION.

4. CONTRACTOR MUST HAVE AVAILABLE FOR THE WORKER, A MINIMUM OF 4 WATER SUPPLY ROUGH IN. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL WATER SUPPLY ROUGH IN.

5. CONTRACTOR SHALL PROVIDE ELECTRICAL SUPPLIES SUCH AS ELECTRICAL BOXES, CORDS, WIRE, PANEL BOXES, ETC., AS REQUIRED.

6. CONTRACTOR SHALL PROVIDE ALL ELECTRICAL BOXES AND PROVE TOOLS, EQUIPMENT, ETC., TO SATISFY CODE REQUIREMENTS.

7. ALL CONTRACTOR SUPPLIED MATERIALS SHALL BE STORED ON THE PROJECT SITE IN A MANNER THAT WILL NOT DAMAGE, DISPLACE, OR CAUSE DAMAGE TO THE EXISTING STRUCTURE OR INSTALLATION.

8. CONTRACTOR SHALL ACCOUNT FOR ALL INSTALLATION DEPOSITS, COSTS, AND ANY ADDITIONAL COSTS INCURRED DUE TO THE INSTALLATION OF THE CONTRACTOR'S MATERIALS.

9. CONTRACTOR SHALL PROVIDE ACCESS TO THE SCHOOL OFFICE, INCLUDING ACCESS TO THE SCHOOL ADDITION & AMPHITHEATER,

10. CONTRACTOR SHALL PROVIDE ACCESS TO THE SCHOOL OFFICE, INCLUDING ACCESS TO THE SCHOOL ADDITION & AMPHITHEATER,
1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS AT THE SITE BEFORE SUBMITTING A BID OR PROCEEDING WITH ANY PORTION OF THE WORK.

2. WHENEVER QUESTIONS ARISE OR CONDITIONS ARE ENCOUNTERED WHICH ARE NOT COVERED BY OR ARE IN CONFLICT WITH THE CONTRACT DOCUMENTS, CONSULT WITH THE ARCHITECT PRIOR TO TAKING ANY FURTHER ACTION.

3. ALL DIMENSIONS ARE TO FACE OF CONCRETE OR FACE OF GYPSUM BOARD, U.N.O.

4. DO NOT SCALE DRAWINGS FOR DIMENSIONS.

5. DIMENSIONS NOTED AS N.T.S. ARE TO BE FIELD VERIFIED.

6. ALL WOOD IN CONTACT WITH OR WITHIN 8" OF SOILS IS TO BE FIELD TREATED FOR MOISTURE, RODENT AND INSECT PROTECTION.

7. THE CONTRACTOR SHALL COORDINATE THE SEQUENCING OF WORK WITH THE OWNER AND ARCHITECT TO MEET THE OWNER'S SCHEDULE.

8. CONTRACTOR SHALL LEAVE WORK AREAS BROOM CLEAN AND FREE OF TOOLS, EQUIPMENT, ETC., AT THE END OF EACH SHIFT. ALL CONSTRUCTION ACTIVITY SHALL BE CONTAINED WITHIN CONSTRUCTION BARRICADES OR FENCES. CONTRACTOR SHALL PROTECT OWNERS EXISTING CONSTRUCTION AND EQUIPMENT ADJACENT TO NEW CONSTRUCTION. CONTRACTOR SHALL CLEAN ALL SURFACES TO "LIKE NEW" CONDITION AT THE COMPLETION OF THE JOB.

9. PROVIDE WATER SUPPLY ROUGH- IN AND ELECTRICAL SUPPLY TO IRRIGATION CONTROLS. PROVIDE PVC SLEEVE UNDER PAVEMENTS AND WALKS.

GENERAL NOTES
1. Contractor is responsible for verifying all dimensions and conditions of the site before submitting a bid or proceeding with any portion of the work.

2. Whenever questions arise or conditions are encountered which are not covered by or are in conflict with the contract documents, consult with the architect prior to taking any further action.

3. All dimensions are to face of concrete or face of gypsum board, U.N.O.

4. Do not scale drawings for dimensions.

5. Dimensions noted as N.T.S. are to be field verified.

6. All wood in contact with or within 8" of soils is to be field treated for moisture, rodent, and insect protection.

7. The contractor shall coordinate the sequencing of work with the owner and architect to meet the owner's schedule.

8. Contractor shall leave work areas broom clean and free of tools, equipment, etc., at the end of each shift. All construction activity shall be contained within construction barricades or fences. Contractor shall protect owner's existing construction and equipment adjacent to new construction. Contractor shall clean all surfaces to "like new" condition at the completion of the job.

9. Provide water supply rough-in and electrical supply to irrigation controls. Provide PVC sleeve under pavements and walks.

GENERAL NOTES

[Diagram with various labels and dimensions]

EXHIBIT A.11

Preston L. Croxford
No. 8624006
420 West 1500 South Suite 203
Bountiful, UT 84010
P: (385) 777-2972

PROJECT NO:

SCHOOL ADDITION & AMPHITHEATER

ARCHITECTURAL CHECKER

Issue Date

2/9/2023 12:43:04 PM

SCALE:

1/8" = 1'

CONSULTANTS

CLIENT

PROFESSIONAL SEAL
1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS AT THE SITE BEFORE SUBMITTING A BID OR PROCEEDING WITH ANY PORTION OF THE WORK.
2. WHENEVER QUESTIONS ARISE OR CONDITIONS ARE ENCOUNTERED WHICH ARE NOT COVERED BY OR ARE IN CONFLICT WITH THE CONTRACT DOCUMENTS, CONSULT WITH THE ARCHITECT PRIOR TO TAKING ANY FURTHER ACTION.
3. ALL DIMENSIONS ARE TO FACE OF CONCRETE OR FACE OF GYPSUM BOARD, U.N.O.
4. DO NOT SCALE DRAWINGS FOR DIMENSIONS.
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7. THE CONTRACTOR SHALL COORDINATE THE SEQUENCING OF WORK WITH THE OWNER AND ARCHITECT TO MEET THE OWNERS SCHEDULE.
8. CONTRACTOR SHALL LEAVE WORK AREAS BROOM CLEAN AND FREE OF TOOLS, EQUIPMENT, ETC., AT THE END OF EACH SHIFT. ALL CONSTRUCTION ACTIVITY SHALL BE CONTAINED WITHIN CONSTRUCTION BARRICADES OR FENCES. CONTRACTOR SHALL PROTECT OWNERS EXISTING CONSTRUCTION AND EQUIPMENT ADJACENT TO NEW CONSTRUCTION. CONTRACTOR SHALL CLEAN ALL SURFACES TO "LIKE NEW" CONDITION AT THE COMPLETION OF THE JOB.
9. PROVIDE WATER SUPPLY ROUGH-IN AND ELECTRICAL SUPPLY TO IRRIGATION CONTROLS. PROVIDE PVC SLEEVE UNDER PAVEMENTS AND WALKS.

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3. ALL DIMENSIONS ARE TO FACE OF CONCRETE OR FACE OF GYPSUM BOARD, U.N.O.

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5. DIMENSIONS NOTED AS N.T.S. ARE TO BE FIELD VERIFIED.

6. ALL WOOD IN CONTACT WITH OR WITHIN 8" OF SOILS IS TO BE FIELD TREATED FOR MOISTURE, RODENT AND INSECT PROTECTION.

7. THE CONTRACTOR SHALL COORDINATE THE SEQUENCING OF WORK WITH THE OWNER AND ARCHITECT TO MEET THE OWNERS SCHEDULE.

8. CONTRACTOR SHALL LEAVE WORK AREAS BROOM CLEAN AND FREE OF TOOLS, EQUIPMENT, ETC., AT THE END OF EACH SHIFT. ALL CONSTRUCTION ACTIVITY SHALL BE CONTAINED WITHIN CONSTRUCTION BARRICADES OR FENCES. CONTRACTOR SHALL PROTECT OWNERS EXISTING CONSTRUCTION AND EQUIPMENT ADJACENT TO NEW CONSTRUCTION. CONTRACTOR SHALL CLEAN ALL SURFACES TO "LIKE NEW" CONDITION AT THE COMPLETION OF THE JOB.

9. PROVIDE WATER SUPPLY ROUGH IN AND ELECTRICAL SUPPLY TO IRRIGATION CONTROLS.

PROVIDE PVC SLEEVE UNDER PAVEMENTS AND WALKS
STAFF REPORT

To: Snyderville Basin Planning Commission
From: Jennifer Strader, Senior Planner
Date of Meeting: February 28, 2023
Type of Item: Plat Amendment – Public Hearing, Possible Action
Process: Administrative Review

Recommendation
Staff recommends the Planning Commission review the staff report, hold a public hearing, and approve the proposed plat amendment for Lot 1, FJ Gillmor Subdivision Amended (FJGILL-1-AM-X) and Lot 10, Silver Creek Commerce Center Plat C 2nd Amended Subdivision (SCO-C-10-2AM), according to the findings of fact, conclusions of law, and conditions of approval in this staff report.

Project Description
Project Name: Marketplace at Silver Creek Amended and FJ Gillmor Amended Plat Amendment
Applicant(s): Marketplace at Silver Creek Center LLC and Summit County
Property Owner(s): Marketplace at Silver Creek Center LLC and Summit County
Location: 1500 East Frontage Road
Zone District: SCO-C-10-2AM Community Commercial (CC)
                FJGILL-1-AM-X Rural Residential (RR)
Parcel Number and Size: SCO-C-10-2AM, 14.95 acres
                        FJGILL-1-AM-X, 81.95 acres
Type of Process: Administrative
Final Land Use Authority: Snyderville Basin Planning Commission

Vicinity Map
Proposal
The applicant requests a plat amendment to vacate 3.22 acres from Lot FJGILL-1-AM-X and add it to Lot SCO-C-10-2AM (Exhibit A). The applicant also proposes to vacate 0.12 acres from Lot SCO-C-10-2AM and add it to Lot FJGILL-1-AM-X (Exhibit B). The amendment would result in Lot FJGILL-1-AM-X containing 78.79 acres and Lot SCO-C-10-2AM containing 18.16 acres.
Background
Lot SCO-C-10-2AM was created through the recordation of the Silver Creek Commerce Center Plat C 2\textsuperscript{nd} Amended Subdivision on January 28, 2015. It consists of 14.95 acres and is zoned Community Commercial (CC).

Lot FJGILL-1-AM-X was created through the recordation of the FJ Gillmor Subdivision Amended Plat on June 30, 2022. It consists of 81.95 acres and is zoned Rural Residential (RR). The FJ Gillmor Subdivision plat specifies that the uses allowed on Lot FJGILL-1-AM-X are to be consistent with the uses allowed in the zone district at the time of development.

Analysis and Findings
The Planning Commission may approve, approve with conditions, or deny an amendment to a recorded Subdivision Plat based upon written findings of fact, according to each of the following standards. It is the responsibility of the applicant to provide written and graphic evidence demonstrating compliance:

**Standard 1**: If the land use authority is satisfied that neither the public nor any person will be materially injured by the proposed vacation, alteration or amendment, and that there is good cause for the vacation, alteration or amendment, the county manager or land use authority may vacate, alter or amend the plat, any portion of the plat, or any road or lot. **COMPLIES**

**Analysis**: The plat amendment is being requested due to a Real Estate Transfer Agreement (**Exhibit C**) between Summit County and Marketplace at Silver Creek Center, LLC, dated September 28, 2022, wherein the parties agreed to exchange the property. The 0.12 acres vacated from Lot SCO-C-10-2AM will be used by Summit County for public right-of-way.

**Standard 2**: No plat amendment shall be approved which results in an increase in density. **COMPLIES**

**Analysis**: Density is defined in the Snyderville Basin Development Code as: \textit{“The number of dwelling units per acre with respect to residential land uses.”} No additional lots are being created as a result of the plat amendment.

Public Notice
Notice of the public hearing was published in the Park Record on February 18, 2023, and a postcard was mailed to all property owners within 1,000 feet of the subject property. Notice of the hearing was also posted to the County website and the Utah Public Notice website. No public input was received at the time of this report.

Recommendation
Staff recommends the Planning Commission review the application, hold a public hearing, and vote to approve the proposed plat amendment, based upon the following Findings of Fact, Conclusions of Law and Conditions of Approval:
Findings of Fact
1. On November 7, 2022, a plat amendment application was submitted to the Community Development Department to vacate 3.22 acres from Lot FJGILL-1-AM-X and add it to Lot SCO-C-10-2AM.
2. The applicant also proposes to vacate 0.12 acres from Lot SCO-C-10-2AM and add it to Lot FJGILL-1-AM-X.
3. Lot FJGILL-1-AM-X is also referred to as Lot 1 of the FJ Gillmor Subdivision Amended.
4. Lot SCO-C-10-2AM is also referred to as Lot 10 of the Silver Creek Commerce Center Plat C 2nd Amended Subdivision.
5. Lot SCO-C-10-2AM was created through the recordation of the Silver Creek Commerce Center Plat C 2nd Amended Subdivision on January 28, 2015.
6. Lot SCO-C-10-2AM consists of 14.95 acres and is zoned Community Commercial (CC).
7. Lot FJGILL-1-AM-X was created through the recordation of the FJ Gillmor Subdivision Amended Plat on June 30, 2022.
8. Lot FJGILL-1-AM-X consists of 81.95 acres and is zoned Rural Residential (RR).
9. The FJ Gillmor Subdivision plat specifies that the uses allowed on Lot FJGILL-1-AM-X are to be consistent with the uses allowed in the zone district at the time of development.
10. The amendment would result in Lot FJGILL-1-AM-X containing 78.79 acres and Lot SCO-C-10-2AM containing 18.16 acres.
11. The plat amendment is being requested due to a Real Estate Transfer Agreement between Summit County and Marketplace at Silver Creek Center, LLC, dated September 28, 2022, wherein the parties agreed to exchange the property.
12. The 0.12 acres vacated from Lot SCO-C-10-2AM will be used by Summit County for public right-of-way.
13. Density is defined in the Snyderville Basin Development Code as: “The number of dwelling units per acre with respect to residential land uses.”
14. No additional lots are being created as a result of the plat amendment.
15. All applicable service providers have reviewed the proposed amendment and the applicant has satisfied their comments.
16. Notice of the public hearing was published in the Park Record on February 18, 2023, and a postcard was mailed to all property owners within 1,000 feet of the subject property.
17. Notice of the hearing was also posted to the County website and the Utah Public Notice website.
18. No public input was received at the time of this report.

Conclusion of Law
1. The plat amendment application complies with Standards 1 and 2 of the Snyderville Basin Development Code, Section 10-3-18. B, in that a) there is good cause for the plat amendment and amending the lots will not cause material injury to the public or any person, and b) there is no increase of density.

Conditions of Approval
1. The plat amendment shall be recorded within one year of approval or this approval shall expire.
2. All service provider comments shall be satisfied.
Attachments:
Exhibit A: Proposed Plat Amendment for Lot SCO-C-10-2AM
Exhibit B: Proposed Plat Amendment for Lot FJGILL-1-AM-X
Exhibit C: Real Estate Transfer Agreement
FIRST AMENDMENT TO
REAL ESTATE TRANSFER AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE TRANSFER AGREEMENT (this “First Amendment”) is made and entered into this 29th day of September, 2022 (the “Effective Date”), between SUMMIT COUNTY, a political subdivision of the State of Utah (the “County”) and MARKET PLACE AT SILVER CREEK CENTER, LLC, a Utah limited liability company (“MPA”). The County and MPA are individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

A. The Parties entered into that certain Real Estate Transfer Agreement, dated March 30, 2022 (the “Original Agreement”), wherein the Parties agreed to exchange the ROW Property and the Gillmor Property, as depicted in Exhibit A to the Original Agreement (the “Original Exhibit A”). The County also agreed to process a Zoning Interpretation.

B. As part of the transaction, a Survey was performed which modified both the ROW Property and the Gillmor Property.

C. The Parties now desire to modify and replace the Original Exhibit A with an updated exhibit which more accurately depicts the ROW Property and the Gillmor Property (the “Amended Exhibit A”).

D. The Parties desire to enter into this First Amendment in order to effectuate the transfer of the ROW Property and the Gillmor Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals and Exhibit. The recitals set forth above are true, correct and complete in all material respects, and the Parties hereto incorporate the above recitals by this reference into this First Amendment to the same extent as if set forth in the body of this First Amendment.

2. Original Agreement; First Amendment. Except as expressly set forth in this First Amendment, the Original Agreement shall remain unmodified and in full force and effect, and is hereby affirmed and ratified. In the event of any inconsistency between the terms of the Original Agreement and the terms of this First Amendment, the terms of this First Amendment shall govern and control in all respects. All references to the Original Agreement shall be deemed references to the Original as amended hereby. Unless otherwise covered by a specific defined term in this First Amendment, all capitalized terms in this First Amendment shall have the meaning set forth in the Original Agreement.
3. **Amended Exhibit A Incorporation.** Original Exhibit A is deleted in form and substance, and replaced with Amended Exhibit A, which is incorporated herein by this reference.

4. **Area F Clarification.** Area F on Amended Exhibit A is included for illustrative purposes only and remains the property of MPA.

5. **Transportation Impact Fee Credit.** In the event that Transportation Capacity Projects located in Areas B, C or D are added to the County’s Transportation Impact Fee Facilities Plan (“TIFFP”) in the future, MPA shall be entitled to a 25% credit of the Transportation Impact Fee (“TIF”), in effect at the time the Transportation Capacity Project(s) are added to the TIFFP, toward the TIF at the time of building permit issuance. In no case shall TIF credit be refunded for MPA development occurring prior to the TIFFP being adopted by the County.

6. **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this First Amendment and shall in no way affect any other condition, covenant, or other provision herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant, or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

7. **Further Action/Amendment.** The Parties shall execute and deliver all documents, provide all information, and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this First Amendment.

8. **Governing Law.** This First Amendment shall be construed and enforced in accordance with the laws of the State of Utah.

9. **No Third-Party Beneficiary Rights.** This First Amendment is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a Party hereto.

10. **Authority.** The individuals who execute this First Amendment represent and warrant that they are duly authorized to execute this instrument on behalf of each Party and that no other signature, act, or authorization is necessary to bind the Parties to this First Amendment.

11. **Counterparts.** This First Amendment may be executed in any number of duplicate counterparts, each of which shall be deemed an original, and when taken together shall constitute one and the same agreement, which shall be fully binding upon each Party who executes the same. Further, executed copies of this First Amendment delivered by facsimile, email, DocuSign, or other similar electronic means shall be deemed an original signed copy of this First Amendment.

12. **Survival.** The provisions of this First Amendment shall survive the Closing and the delivery and recordation of the Deeds and the Plat Amendments. The covenants herein and in the Original Agreement shall run with the MPA lands and the Gillmor Property.
IN WITNESS WHEREOF, each of the Parties hereto has duly signed and sealed this First Amendment or caused such to be done, effective as of the Effective Date.

MPA:

MARKETPLACE AT SILVER CREEK CENTER, LLC, a Utah limited liability company

By:____________________

____________________
Name:____________________
Its: President

EXECUTED:____________________
2022.
COUNTY:

SUMMIT COUNTY, a body corporate and politic of the State of Utah

By:  THE COUNTY MANAGER

By:  [Signature]

Janna Young
Interim County Manager

CONSENT

By:  THE COUNTY COUNCIL

By:  [Signature]

Christopher F. Robinson
Chair


ATTEST:

[Signature]

Evelyn Purse
County Clerk

APPROVED AS TO FORM:

[Signature]

David L. Thomas
Chief Civil Deputy Summit County Attorney
IN WITNESS WHEREOF, each of the Parties hereto has duly signed and sealed this First Amendment or caused such to be done, effective as of the Effective Date.

MPA:

MARKETPLACE AT SILVER CREEK CENTER, LLC, a Utah limited liability company

By: [Signature]

Name: [Printed Name]

Its: Manager

EXECUTED 9/14/2022.
AMENDED EXHIBIT A
To
Real Estate Transfer Agreement

Map

[See Attached]
STAFF REPORT

To: Snyderville Basin Planning Commission
From: Jennifer Strader, Senior Planner
Date of Meeting: February 28, 2023
Type of Item: Zoning Boundary Determination
Process: Legislative Review

Recommendation
Staff recommends the Planning Commission review the staff report and forward a positive recommendation to the Summit County Council for a zoning boundary determination for Lots FJGILL-1-AM-X and SCO-C-10-2AM, as amended by the FJ Gillmor Subdivision Second Amended Plat and the Silver Creek Commerce Center Plat “C” Lot 10 Third Amended Plat, according to the findings of fact and conclusions of law found in this report.

Project Description
Project Name: Zoning Boundary Determination
Applicant(s): Marketplace at Silver Creek Center LLC and Summit County
Property Owner(s): Marketplace at Silver Creek Center LLC and Summit County
Location: 1500 East Frontage Road
Zone District: SCO-C-10-2AM Community Commercial (CC)
               FJGILL-1-AM-X Rural Residential (RR)
Type of Process: Legislative
Final Land Use Authority: Summit County Council

Vicinity Map
Proposal
Subsequent and in addition to the applicant’s request for a plat amendment to vacate 3.22 acres from Lot FJGILL-1-AM-X and add it to Lot SCO-C-10-2AM and further vacate 0.12 acres from Lot SCO-C-10-2AM and add it to Lot FJGILL-1-AM-X, the applicant is requesting a zoning boundary determination.

The applicant requests that the 3.22 acres vacated from Lot FJGILL-1-AM-X and added to Lot SCO-C-10-2AM be zoned Community Commercial and the 0.12 acres vacated from Lot SCO-C-10-2AM and added to Lot FJGILL-1-AM-X be zoned Rural Residential.

Background
The zoning boundary adjustment is being requested due to a Real Estate Transfer Agreement between Summit County and Marketplace at Silver Creek Center, LLC, dated September 28, 2022, wherein the County agreed to process a Zoning Interpretation for the subject lots (Exhibit A).

Lot FJGILL-1-AM-X is zoned Rural Residential (RR) and Lot SCO-C-10-2AM is zoned Community Commercial as shown below.
The aforementioned plat amendment results in the newly configured lots each containing two (2) different zone districts as shown below.

**AMENDED LOT CONFIGURATIONS**

**Analysis and Findings**

Snyderville Basin Development Code, Section 10-2-15: Rules for Interpretation of Boundaries and Uses, states:

“In the event of a dispute pertaining to the boundary or location of a property within a land use category identified on the general plan land use plan maps or a zoning district, the Summit County council shall have the authority and jurisdiction to interpret and to render a written determination of the applicable boundary of such category or district. The county council shall make a determination only after it receives a recommendation from the planning commission. The county council and planning commission shall take into consideration, to the extent applicable, the following criteria in rendering such interpretation:

The boundary of any existing commercial, industrial, or residential zone district shall follow precisely the boundary of a recorded subdivision plan, and approved site plan or the area legal defined in an approved consent or development agreement within which the use is located.”
The plat amendment between Lots FJGILL-1-AM-X and Lot SCO-C-10-2AM results in a change to the boundaries of the recorded subdivision plats.

Recommendation
Staff recommends the Planning Commission review the application and vote to forward a positive recommendation to the Summit County Council for a zoning boundary determination based upon the following Findings of Fact and Conclusions of Law.

Findings of Fact
1. A plat amendment application was submitted on November 7, 2022 to vacate 3.22 acres from Lot FJGILL-1-AM-X and add it to Lot SCO-C-10-2AM. The applicant also proposed to vacate 0.12 acres from Lot SCO-C-10-2AM and add it to Lot FJGILL-1-AM-X.
2. The amendment would result in Lot FJGILL-1-AM-X containing 78.79 acres and Lot SCO-C-10-2AM containing 18.16 acres.
3. The plat amendment results in the newly configured lots each containing two (2) different zone districts, Community Commercial and Rural Residential.
4. Summit County entered into a Real Estate Transfer Agreement with Marketplace at Silver Creek Center, LLC, dated September 28, 2022, wherein the County agreed to process a Zoning Interpretation for Lots FJGILL-1-AM-X and SCO-C-10-2AM, as amended by the FJ Gillmor Subdivision Second Amended Plat and the Silver Creek Commerce Center Plat “C” Lot 10 Third Amended Plat.
5. The applicant requests that the 3.22 acres vacated from Lot FJGILL-1-AM-X and added to Lot SCO-C-10-2AM be zoned Community Commercial and the 0.12 acres vacated from Lot SCO-C-10-2AM and added to Lot FJGILL-1-AM-X be zoned Rural Residential.
6. Snyderville Basin Development Code, Section 10-2-15: Rules for Interpretation of Boundaries and Uses, states:

“In the event of a dispute pertaining to the boundary or location of a property within a land use category identified on the general plan land use plan maps or a zoning district, the Summit County council shall have the authority and jurisdiction to interpret and to render a written determination of the applicable boundary of such category or district. The county council shall make a determination only after it receives a recommendation from the planning commission. The county council and planning commission shall take into consideration, to the extent applicable, the following criteria in rendering such interpretation:

The boundary of any existing commercial, industrial, or residential zone district shall follow precisely the boundary of a recorded subdivision plan, and approved site plan or the area legal defined in an approved consent or development agreement within which the use is located.”

7. The plat amendment between Lots FJGILL-1-AM-X and Lot SCO-C-10-2AM results in a change to the boundaries of the recorded subdivision plats.

Conclusion of Law
1. The zoning boundary determination complies with Section 10-2-15 of the Snyderville Basin Development Code.
Attachments:
Exhibit A: Real Estate Transfer Agreement