

FEE EXEMPT
UTAH CODE ANNOTATED § 63J-1-505

ENTRY NO. 01234817

04/28/2025 10:08:03 AM B: 2857 P: 1722

Agreement PAGE 1/9

GREGORY R. WOLBACH, PLS., COUNTY RECORDER-SURVEYOR

FEE 0.00 BY PARK CITY MUNICIPAL



[Exhibit B]

When recorded, please return to:
PARK CITY MUNICIPAL CORPORATION
City Recorder
PO Box 1480
Park City UT 84060

ROBBINS PARCEL ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "Agreement") is made by and between Park City Municipal Corporation (hereinafter, "PCMC" or the "City") and property owner, Boyer Robbins JV, LLC, a Utah limited liability company and annexation sponsor and applicant, Ivory Homes, LLC¹ (hereinafter, "Petitioner") to set forth the terms and conditions under which Park City will annex certain land owned by Petitioner (hereinafter, "Robbins Parcel" or "Petitioner's Property"), consisting of approximately 0.94 acres and located in unincorporated Summit County, Utah, within the Thaynes Neighborhood on Iron Canyon Drive. The Robbins Parcel is surrounded on all sides by Park City Municipal and is proposed to be annexed into Park City Municipal. The petition includes a Preliminary Subdivision Plat that proposes combining two adjacent parcels within the City boundary to create a 1.73- acre lot for future development of one Single-Family Dwelling and affordable Accessory Apartment; the proposed annexation of the 0.94-acre parcel, together with the proposed preliminary plat to create one lot, shall be referred to as the "Annexation Petition." The Annexation Petition requests annexation into the corporate limits of Park City and extension of municipal services to the Robbins Parcel. The Robbins Parcel is subject to the terms of this Annexation Agreement. The City and Petitioner are sometimes collectively referred to in this Agreement as the "Parties" or individually as a "Party". This Agreement is made under authority of Utah Code § 10-2-401 et seq.;

WHEREAS, the Robbins Annexation includes the Robbins Parcel, with tax identification number SS-104-B, owned by Petitioner and consisting of 0.94 acres in the Thaynes Neighborhood, more specifically described as,

Beginning at a point on a Easterly line of IRON CANYON SUBDIVISION, according to the Official Plat thereof onfile in the Office of the Summit County Recorder as Entry No. 212520, said point located N00°18'13"E 369.32 feet along the Section line and West 2,877.20 feet from the Southeast Corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base & Meridian; thence N89°55'48"W 1.61 feet to the Easterly Right-of-Way line of Iron Canyon Drive; thence along said street the following six (6) courses: 1) Northwesterly along the arc of a non-tangent curve to the left having a radius of 125.00 feet (radius bears: West) a distance of 196.35 feet through a central angle of 90°00'00" Chord: N45°00'00"W 176.78 feet; 2) West 90.50 feet; 3) along the arc of a curve to the right with a radius of 75.00 feet a distance of 117.81 feet through a central angle of 90°00'00" Chord: N45°00'00"W 106.07 feet; 4) North 26.50 feet; 5) along the arc of a curve to the left with a radius of 165.00 feet a distance of 259.18 feet through a central angle of

¹ Ivory Homes, LLC submitted the annexation petition on behalf of property owner, Boyer Robbins JV, LLC

90°00'00" Chord: N45°00'00"W 233.35 feet; 6) West 121.04 feet; thence North 13.59 feet to the Southerly line of ASPEN SPRINGS RANCH PHASE 1 SUBDIVISION, according to the Official Plat thereof on file in the Office of the Summit County Recorder as Entry No. 349163; thence S88°50'22"E 315.25 feet to the Southwesterly corner of that Real Property as described by that Special Warranty Deed on file in the Office of the Summit County Recorder as Entry No. 993024 in Book 2235 at Page 175; thence along said deed S89°04'02"E 124.30 feet to the Southwesterly corner of that Real Property as described by that Special Warranty Deed on file in the Office of the Summit County Recorder as Entry No. 1073622 in Book 2419 at Page 667; thence along said deed S89°04'02"E 78.15 feet to a point on the Northerly extension of the Easterly line of said IRON CANYON SUBDIVISION; thence along said extension and said plat the following three (3) courses: 1) South 248.32 feet; 2) N89°34'50"E 60.71 feet; 3) S00°04'12"W 147.53 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM any portion lying within the bounds of the following described tract of land:

A part of the Southwest Quarter of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, located in Park City, Summit County, Utah, more particularly described as follows:

Beginning at a point located on a Westerly line of THAYNES CREEK RANCH ESTATES, PHASE 2, according to the Official Plat thereof recorded February 3, 2015 as Entry No. 1012100 of the Official Records of the Summit County Recorder, said point located N00°18'13"E 501.61 feet along the Section Line and N89°41'47"W 2,877.76 feet from the Southeast Corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence along said plat S00°04'12"W 28.59 feet; thence S89°34'50"W 60.71 feet; thence North 29.00 feet to the Southwesterly corner of a parcel of land as determined by Survey filed November 4, 2016 as File No. S0008857 in the Office of the Summit County Surveyor; thence along said parcel N89°58'03"E 60.75 feet to the point of beginning;

WHEREAS, in furtherance of the foregoing, the Petitioner desires to annex the Robbins Parcel into the corporate limits of the City and, to that end, a complete Annexation Petition for the Annexation Property was filed with the City on August 22, 2023. The Annexation Petition was accepted by the City Council on March 7, 2024, and certified by the City Recorder on April 4, 2024. The Planning Commission reviewed the Annexation Petition on September 25, 2024 and October 23, 2024;

WHEREAS, the City Council considered and adopted Ordinance No. 2024-22, approving the Annexation Petition at a public hearing on December 19, 2024;

WHEREAS, in connection with the Robbins Annexation, the Annexation Property is proposed to be zoned Single Family (SF Zone). The SF Zone is a City zoning district allowing for low density, single family home development that maintains existing predominately single family detached residential neighborhoods, maintains the character of mountain resort neighborhoods with compatible design, and requires a streetscape that minimizes impacts on existing residents and reduces the architectural impacts of the automobile. The SF zoning district is more fully described in the City's Land Management Code. The Annexation Property will also be zoned with the Sensitive Land Overlay;

NOW, THEREFORE, in furtherance of the Annexation Petition, in consideration of City's action to annex Petitioner's property, and in consideration of the mutual promises contained herein, as well as the mutual benefits to be derived here from, the Parties agree that the terms and conditions of the Robbins Annexation shall be as follows:

1. **Property**. The Robbins Parcel to be annexed is approximately 0.94-acres in area, as depicted on the annexation plat attached as Attachment 1 (the "**Annexation Plat**") and as more fully described in Ordinance No. 2024-22.

2. **Zoning**. Upon Annexation, the Petitioner's Parcel will be zoned Single Family (SF) and Sensitive Land Overlay (SLO). The official zoning map of Park City shall be amended to include this property and zoning designations, as approved in Ordinance No. 2024-22.

3. **Nightly Rentals Prohibited in Perpetuity**. In approving the Annexation, the City Council and Planning Commission materially relied upon the Petitioner's stipulation to prohibit Nightly Rentals. The Final Plat shall include a plat note prohibiting Nightly Rentals as defined by the Land Management Code at the Petitioner's Property.

4. **Subdivision Plat and Required Plat Notes**. Pursuant to Land Management Code Section 15-8-3, on August 22, 2023, a Preliminary Subdivision Plat was submitted for the Robbin's Parcel, which proposed combining the 0.94-acre parcel with adjacent Parcel PCA-105 and portions of Parcel IC-MISC (already within City limits) to increase the developable acreage to 1.73 acres and create three lots for development of three Single-Family Dwellings. On September 19, 2024, the applicant submitted a revised Preliminary Plat (Attachment 2) for creation of one 1.73-acre lot for development of one Single-Family Dwelling.

A final subdivision plat to create a legal lot of record shall be submitted to the Planning Department to be reviewed by the Planning Commission for Final Action and, upon approval, recorded at Summit County. Pursuant to LMC § 15-7.1-6(A)(2), a final plat application shall include remnant pieces of Parcel IC-MISC. Dedication of such parcels to the City as public right-of-way and open space shall be addressed at the time of final plat subdivision. The following notes shall be included on the final plat:

4a. **Plat Note 1**: Nightly Rentals are prohibited at the Property.

4b. **Plat Note 2**: Development of the Lot is limited to one Single-Family Dwelling and one affordable External Accessory Structure; the Lot shall not be subdivided further.

4c. **Plat Note 3**: the Single-Family Dwelling shall be limited in size with a maximum Gross Residential Floor Area of 7,500 square feet with the second level Floor Area not to exceed 35% of the overall Gross Residential Floor Area.

4d. **Plat Note 4**: Building height of the Single-Family Dwelling shall be limited to 25 feet from Existing Grade. Building height of the Accessory Apartment shall be limited to 18 feet from Existing Grade. Building Height exceptions per LMC § 15-2.11-4 apply to the Single-Family Dwelling, and do not apply to the External Accessory Structure. Additional External Accessory Structures are prohibited.

- 4e. **Plat Note 5:** All construction activity and Structures shall be contained within the Limits of Disturbance, as approved by the City Engineer and the Planning Commission.

The maximum Gross Residential Floor Area requirement for the Robbins Parcel does not include the required affordable Accessory Apartment as specified in Paragraph 10 below. The land use development of the Property shall be governed by the maximum density stipulated in this Agreement, and by the Final Subdivision Plat.

Further, as part of the Final Subdivision Plat approval process, the Planning Commission shall review the Final Plat for compliance with the Sensitive Land Overlay and to ensure an appropriate Limits of Disturbance is established. The Planning Commission shall be the land use authority to review the Final Plat and issue a Final Action letter.

5. **Sensitive Land Overlay.** The subject property is surrounded by lands that are within the Sensitive Land Overlay, near the base of Iron Mountain, with proximity to the McPolin Farm and Highway 224, the City's northern entry corridor. The Petitioner's Property shall be annexed into the Sensitive Land Overlay and a comprehensive Sensitive Land Analysis will be required at the time of Final Plat processing, to evaluate the impact of development on sensitive environmental and aesthetic areas.

6. **Public Access, Utility, Drainage and Snow Storage Easement, and Sidewalk.** The Final Plat shall include dedication to the City of a ten-foot-wide, non-exclusive, public easement across the Petitioner's Property along the frontage of Iron Canyon Drive, for the purposes of public access, utilities, irrigation, storm water drainage, and snow storage. A condition precedent to Certificate of Occupancy for the Single-Family Dwelling on the 1.73-acre lot is construction of a non-vehicular public pedestrian sidewalk, to be located within the ten-foot-wide public easement along the property's frontage on Iron Canyon Drive, constructed to City Standards and Specifications as required by the City Engineer. Any obligations or guarantees with respect to the construction of such sidewalk shall be governed by the terms and conditions of the Final Subdivision for the Property.

7. **Sanitary Sewer, Line Extensions and Storm Water Detention Facilities.** Construction and alignment of the sanitary sewer shall be established as part of the Final Subdivision Plat for the Property (as accepted by the City and filed in the official real estate records of Summit County, Utah, the "**Subdivision Plat**"). The preferred alignment of the sanitary sewer shall be that alignment which results in the least visual impact and site disturbance while meeting the site design and construction requirements of the Snyderville Basin Water Reclamation District.

In connection with the Final Subdivision Plat review process, on-site storm water detention facilities, or alternatives, as approved by the City Engineer, may be required. The timing for the construction of such storm water detention facilities shall be determined by the City Engineer, at the time of Subdivision Plat review (the "**Storm Detention Facilities**"). Maintenance of on-site storm water detention facilities will be the responsibility of the Petitioner or of a future Lot owner.

8. **Water Rights.** No water rights are associated with the property; the Petitioner does not own any water rights.

9. **Water Facilities and Infrastructure.** Certain water facilities and systems to serve future development of Petitioner's Property shall be required to be constructed by the Developer/Owner and, to

the extent they are dedicated to the City, easements therefore granted to the City, all of which shall be determined, and agreed to, by the affected parties and the City during the Final Subdivision review process (the “**Water Facilities**”). Petitioner acknowledges that water impact fees will be collected by City in the same manner and in the same amount as with other development within municipal boundaries and that impact fees so collected will not be refunded to Petitioner or to individual building permit applicants developing within the proposed annexation area.

Developer/Owner agrees to the following terms pertaining to Water Facilities:

- 9a. Design Drawings conforming to Park City Water Standard Plans and Specifications (Engineering & Construction Division | Park City, UT).
- 9b. Design must include connection points to existing Park City water infrastructure.
- 9c. Fire Hydrants may be needed to meet Park City Water and Park City Fire District requirements.
- 9d. All designs will be subject to the review and approval of the Public Utilities Department pursuant to the September 13, 2024 Public Utilities Department review letter.

There are existing water related easements in the project area which include but are not limited to the following: Summit County Recorder Entry No. 125799 and 134110. Details as to the grantee, purpose and future use and/or abandonment must be provided to the Public Utilities Team for review prior to Final Subdivision Plat approval.

A one-inch waterline is shown on the site plan of the annexation petition drawing package. Details as to the owner, purpose, and future use of this water line must be provided to the Public Utilities Team for review prior to Final Subdivision Plat approval.

The Final Subdivision Plat and building permit submittal shall meet all requirements to conform to the standards of the Public Utilities Department.

10. **Affordable Housing Requirement.** Affordable housing shall be provided in a manner consistent with the City’s Affordable Housing Resolution 05-2021. An annexation requires Affordable Unit Equivalents (AUEs) for 20% of Residential Unit Equivalents (RUEs) to be constructed. One RUE is equivalent to 2,000 square feet of Floor Area. One AUE is defined as having a minimum of 900 square feet of Net Livable Space, which Resolution 05-2021 defines as the calculated interior living area measured interior wall to interior wall, including all interior partitions, and including but not limited to habitable basements and interior storage areas, closets, and laundry areas, and excluding uninhabitable basements, mechanical areas, exterior storage, stairwells, garages, patios, decks, and porches.

Based on the maximum Gross Residential Floor Area of 7,500 square feet for the Single-Family Dwelling, the annexation requires 0.75 AUE to be constructed, which is a minimum of 675 square feet of Net Livable Space. The affordable housing obligation shall be provided through the following:

- Construction of an Accessory Apartment on site

The affordable Accessory Apartment shall not exceed 1,000 square feet in Floor Area or 18 feet in

Building Height from Existing Grade and shall provide no more than one Parking Space for the Accessory Apartment tenant. The Accessory Apartment does not count against the Gross Residential Floor Area limitation of 7,500 square feet. Parking on Iron Canyon Drive for the SFD and Accessory Apartment is prohibited. The Applicant shall include the proposed affordable Accessory Apartment location in the SLO analysis required at the Final Subdivision phase and shall locate such affordable Accessory Apartment within the area least visible from designated Vantage Points.

Developer is responsible for the following steps to be completed to comply with the affordable housing requirement.

- Submit a Housing Mitigation Plan to the Housing Authority for approval.
- Recordation of a deed restriction that complies with the City's Affordable Housing Resolution regarding tenants, rent charged, and rental terms, prior to issuance of Certificate of Occupancy for the Single-Family Dwelling.
- Submit Annual compliance reporting to the Housing Authority

Prior to issuance of a building permit for the SFD, a deed restriction that complies with the City's Affordable Housing Resolution regarding tenants, rent charged, and rental terms in a form approved by the City Attorney's Office shall be recorded with Summit County. The affordable Accessory Apartment shall be completed prior to or concurrently with issuance of Certificate of Occupancy for the SFD.

The property owner of the SFD shall submit an annual compliance report to the Housing Authority.

12. **Planning Review Fees.** Lot owner of the platted lot within the proposed subdivision shall be responsible for all standard and customary, and generally-applicable planning, building, subdivision and construction inspection fees imposed by the City in accordance with the Park City Land Management Code and the Park City Municipal Code.

13. **Impact and Building Fees.** Lot owner(s) within the proposed subdivision shall be responsible for all standard and customary, and generally-applicable, fees, such as development, impact, park and recreation land acquisition, building permit and plan check fees due and payable for construction on the Property at the time of application for any building permits. Ownership of water rights shall not change the application of the Impact Fee Ordinance to the Property.

14. **Acceptance of Public Improvements.** Subject to fulfillment of all the conditions of the Subdivision Final Action Letter and, further, Park City's final approval of the construction of any such public improvements, those water facilities, utilities, fire hydrants, and easements as may be agreed by Parties in connection with the Final Subdivision Plat review and approval process (the "**Public Improvements**"), shall be conveyed and dedicated to the City, for public purposes.

15. **Snow Removal and Storage.** Park City shall not be obligated to remove snow from private sidewalks unless the sidewalks are classified as part of a community trail system and incorporated into the City wide snow removal program. A public snow storage easement shall be provided along Iron Canyon Drive and identified on the Final Subdivision plat to be located within the ten-foot-wide public easement described in section 6.

16. **Fiscal Impact Analysis.** Compared to large annexations that may result in significant commercial and/or residential development, this annexation would create one lot and up to two households. The City's property tax for a primary residence is 0.55%. The impact to the City in terms of service costs is negligible.

17. **Traffic Mitigation.** A review and analysis of impacts of the development on neighboring streets and major intersections was conducted by staff. No mitigation measures are proposed due to the low density and low level of impact of the proposed development on local streets and at major intersections.

19. **Effective Date.** This Annexation Agreement is effective upon recordation of the annexation plat and the filing and recordation of the annexation ordinance, and further, the City provides notice of the recordation to the parties of this Annexation Agreement.

20. **Governing Law; Jurisdiction and Venue.** The laws of the State of Utah shall govern this Annexation Agreement. The City and Petitioner agree that jurisdiction and venue are proper in Summit County.

21. **Real Covenant, Equitable Servitude.** This Annexation Agreement constitutes a real covenant and an equitable servitude on the Property. The terms of this Agreement touch and concern and both benefit and burden the Property. The benefits and burdens of this Agreement run with the land, and are intended to bind all successors in interest to any portion of the Property. This Agreement, a certified copy of the ordinance approving the Annexation (the "**Annexation Ordinance**"), and the Annexation Plat shall be recorded in the County Recorder's Office of Summit County, Utah.

22. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to Petitioner or its successors or assigns; provided that, notwithstanding the foregoing, the City hereby consents to the assignment of the rights and responsibilities, and the benefits, of this Agreement, in whole or in part, upon written notice to the City; and provided that, in connection with and to the extent of any such assignment, Petitioner shall not have any further rights or responsibilities under this Agreement as and to the extent accruing from and after the date of any such assignment.

23. **Compliance with City Code.** Notwithstanding section 19 of this Agreement, from the time the Park City Council (the "**City Council**") approves of this Agreement and upon completion of the Annexation by recordation of the annexation plat with the County Recorder's Office of Summit County, Utah, the Property shall be subject to compliance with any and all City Codes and Regulations pertaining to the Property.

24. **Full Agreement.** This Agreement, together with the recitals and attachments to this Agreement (which are incorporated in and made a part of this Agreement by this reference), the approving Ordinance for the Annexation (Ordinance No.2024-22) and the written agreements expressly referenced herein, contain the full and complete agreement of the Parties regarding the Annexation of the Property

into the City. Only a written instrument signed by all Parties, or their successors or assigns, may amend this Annexation Agreement.

25. **Amendments.** Any substantive amendments to this Annexation Agreement shall be processed in accordance with the Park City Land Management Code and Utah Code in effect at the time an application for amendment is filed with the City Planning Department.

25. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement among the Parties. Except as otherwise specified herein, this Agreement, the rights and benefits under this Agreement, and the terms or conditions hereof, shall not inure to the benefit of any third party.

26. **Vested Rights.** Subject to the provisions of this Agreement, Petitioner (or its assigns) shall have the right to develop and construct the proposed Subdivision in accordance with the uses, density, and configuration of development approved in the Final Subdivision plat when approved, subject to and in compliance with other applicable ordinances and regulations of Park City.

27. **Nature of Obligations of Petitioner.** Applicant is liable for performance of the obligations imposed under this Agreement only with respect to the portion of property which it owns and shall not have any liability with respect to the portion of the property owned by the City.

28. **Severability.** If any part or provision of this Annexation Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Annexation Agreement except that specific provision determined to be unconstitutional, invalid, or enforceable. If any condition, covenant or other provision of the Annexation Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by the law.

IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement as of the 24th day of April, 2025.

(Signatures begin on following page)

PARK CITY MUNICIPAL CORPORATION,
A political subdivision of the State of Utah

By: Nann Worel
Nann Worel, Mayor

Dated this 24 day of April, 2025

ATTEST: City Recorder

By: Michelle Kellogg
Michelle Kellogg, City Recorder

Dated this 24th day of April, 2025

APPROVED AS TO FORM:

Margaret Place
City Attorney's Office

Dated this 24 day of April, 2025.



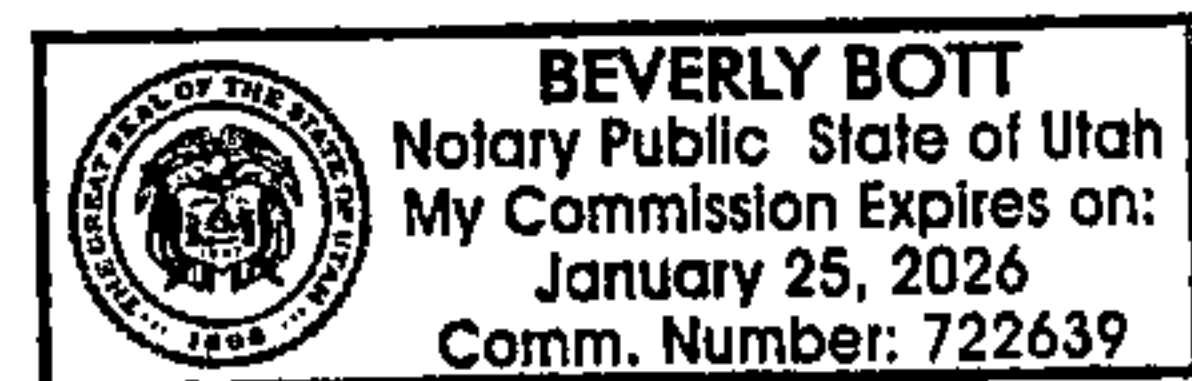
BOYER ROBBINS JV, L.C., a Utah limited liability company, Petitioner

By: Brian Gochnour

Name: Brian Gochnour
Manager

Dated this 17th day of APRIL, 2025

Acknowledgement (notary)



Attachments:

1. Annexation Plat
2. Preliminary Subdivision Plat

Beverly Bott 4/17/2025
Notary Public for the State of Utah
County of Salt Lake