Date: 14-NOV-2023 12:25:45PM Fee: \$54.00 Check Filed By: KM MARCY M MURRAY, Recorder WASATCH COUNTY CORPORATION

FIRST AMENDMENT TO STRAWBERRY RANCH DEVELOPMENT AGREEMENT (PHASE 1A & 1B)

This First Amendment to Strawberry Ranch Development Agreement ("First Amendment") is entered into this 15 day of November 2023, by and between BFR Investment Company LLC ("Developer"), LLC, a Utah limited liability company and Wasatch County, a political subdivision of the State of Utah (hereinafter called the "County") (collectively, the "Parties").

WHEREAS, the Parties entered into the Strawberry Ranch Development Agreement (the "DA") on April 25, 2017, which is recorded as Entry #464011 on May 29, 2019, Book 1253 and Pages 578-910 in the recorder's office of Wasatch County;

WHEREAS, the DA covers all four phases of the Strawberry Ranch Development, the Strawberry Phase, the Willow Creek Phase, the Lost Bear Phase, and the Beaver Canyon Phase; and

WHEREAS, this First Amendment is only applicable to a portion of the Strawberry Phase, which portion of the Strawberry Phase is called Phase 1A and 1B throughout this First Amendment; and

WHEREAS, BFR Investment Company, LLC is the owner of Phase 1A and 1B and, without altering any of the obligations already existing under the DA, agrees to the additional obligations, responsibilities and clarifications contained in this First Amendment as they apply to Phase 1A and 1B; and

WHEREAS, the legal description of Phase 1A and 1B, which is the portion of the DA to which this First Amendment applies, is attached as Exhibit Ad1-A; and

WHEREAS, the Wasatch County Council or the Wasatch County legislative body granted final approvals on the Strawberry Phase 1A and 1B on 16 Aug 2023, subject to conditions, which final approval included a vacation or plat amended to the Strawberry Ranch Phase 1A plat, which was recorded in the Wasatch County Recorder's office as Entry 464011, Book 1253 and Pages 578-910 and has not been altered from that recording prior to the more recent final approvals.

WHEREAS, it is not the intent of this Amendment to alter the overarching obligations agreed to by all parties in the DA that apply to all phases of the development, but to clarify and designate additional detail and obligations that are associated solely and specifically with Phases 1A and 1B; and

WHEREAS; if there is any conflict with the language in the DA regarding Phases 1A and 1B, the more specific language in this First Amendment shall control;

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

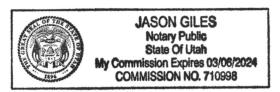
AGREEMENT

- A. Phase 1A and 1B Final Plans: The parties adopt the Final Plans attached as Exhibit Ad1-B, and modify any portion of the DA that is not compatible with AD1-B, only to the extent that the DA contradicts Exhibit Ad1-B. Additional detail on the Final Plans were included in the approved applications, which is not all contained in AD1-B. Developer shall build Phases 1A and 1B in accordance with the Final Plans. The trails shown in Exhibit D to the DA and other exhibits are hereby modified to show the trail locations shown in Exhibit AD1-B, only to the extent that the DA contradicts the trails Exhibit Ad1-B.
- **B.** Clarification to Section 3.1(b)(1) and Exhibit K: Section 3.1(b)(1) requires the Developer to comply with any and all conditions imposed by the Planning Commission or the County Legislative Body during the permitting and approval process, and Exhibit K contains the minutes from the master plan and preliminary approvals. The party's hereby add Exhibit Ad1-C as the minutes of the final approval of the Phases 1A and 1B plats, and modify any portion of the DA that is not compatible with AD1-C, only to the extent that the DA contradicts Exhibit Ad1-C.
- C. Clarification to Section 3.1 (b)(4). Section 3.1(b)(4) of the DA references Exhibit B for the affordable housing obligations of the Project. Exhibit B to the DA and a related Exhibit C, which may not be referenced in the main body of the DA, which Exhibit B and Exhibit C are recorded as Entry # 464011 Bk 1253 Pgs 0611-0612, include affordable housing obligations that would apply to Phases 1A and 1B. Those Exhibits B and Exhibit C are hereby superseded and replaced by Exhibit Ad1-D to this First Amendment for Phases 1A and 1B. The fee in lieu for .65 AUE that was paid with the recording of Phase 1A will count towards the fee in lieu for Phases 1A and 1B, which fee in lieu must be paid prior to recording either the Phases 1A and 1B plats.
- **D.** Amendment to Section 3.1 (b)(8) and Exhibit G. Section 3.1(b)(8) shall be modified by replacing the first paragraph as follows: "Construction and Maintenance of Recreational Facilities: Developer shall construct certain recreational facilities and resort amenities in conjunction with the Project in accordance with the schedule in Exhibit G and should be done concurrently with each phase." The second paragraph of Section 3.1(b)(8) shall remain, without amendment. Exhibit G shall be modified for Phase 1A and 1B as follows:
 - a. Phase 1a: Rental Cabins, all associated trails public and private, trailhead kiosk, trailhead parking area, connection to the Narrows trail.
 - b. Phase 1b: Welcome Center/Activity Center and Convenience Store, Rental Cabins, Pavilions, Reunion Lodge #1.
- **E. Effectiveness.** Except as modified hereby, the DA shall remain in full force and effect. On or after the effective date of this First Amendment, each reference in the DA to "this

Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the DA as amended by this First Amendment.

~ Signature pages follow ~

WASATCH COUNTY:	Attest:	Attest:		
By:				
Dustin Grabau, Wasatch County M	lanager Wasatch County Clerk Auditor's Office			
STATE OF UTAH) ss: COUNTY OF WASATCH)				
, 2023, by Dustin Gral	acknowledged before me this day of oau, who executed the foregoing instrument in his capacity y, who executed the foregoing Clerk Auditor's office.			
	NOTARY PUBLIC			
	Residing at:			
BFR INVESTMENT COMPANY, I By: Burke Roney, Manager	LC:			
STATE OF UTAH) ss: COUNTY OF WASATCH)				
November, 2023, by Burke Rone	ncknowledged before me this O day of by, who executed the foregoing instrument in his capacity any, LLC, a Utah limited liability company. NOTARY PUBLIC Residing at: 104 E. Coo S. Heler Copy of S.	3403 ₋ 2		



WASATCH COUNTY:	Attest:				
By: Dustin Grabau, Wasatch County Manag	er Juny O. Linny Wasatch County Clerk Auditor's Office				
STATE OF UTAH) ss: COUNTY OF WASATCH)	Sty COUNTY OF				
The foregoing instrument was acknown instrument, 2023, by Dustin Grabau, was the Wasatch County Manager and by instrument in for the Wasatch County Clerk					
CARIE CUMMINGS Notary Public State Of Utah My Commission Expires 02-04-2025 COMMISSION NO. 716625 Residing at:					
BFR INVESTMENT COMPANY, LLC: By: Burke Roney, Manager					
STATE OF UTAH) ss: COUNTY OF WASATCH)					
	owledged before me this day of ho executed the foregoing instrument in his capacity LLC, a Utah limited liability company.				
	NOTARY PUBLIC Residing at:				

STRAWBERRY RANCH PHASE 1A AMENDED BOUNDARY LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17. TOWNSHIP 4 SOUTH, RANGE 10 WEST, UINTAH SPECIAL MERIDIAN, SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE UINTAH NATIONAL FOREST BOUNDARY WHICH IS NORTH 317.33 FEET AND WEST 332.06 FEET FROM A FOUND UNITED STATES BUREAU OF RECLAMATION MONUMENT REPRESENTING THE NORTH ONE-QUARTER CORNER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 10 WEST, UINTAH SPECIAL MERIDIAN (BASIS OF BEARINGS FOR THIS DESCRIPTION IS N88°57'56"E BETWEEN A FOUND U.S. B.O.R. MONUMENT REPRESENTING THE NORTH ONE-QUARTER CORNER AND A FOUND U.S. FORESTRY SERVICE MONUMENT REPRESENTING THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 10 WEST, UINTAH SPECIAL MERIDIAN),

AND RUNNING THENCE WEST 169.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 460.00FEET, AND FROM WHICH POINT A RADIAL LINE BEARS \$73°34'03"E; THENCE 28.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°30'08", WITH A CHORD BEARING AND DISTANCE OF \$14°40'53"W 28.11 FEET; THENCE N77°04'11"W 206.62 FEET; THENCE N63°23'57"W 120.54 FEET; THENCE \$76°11'17"W 406.62 FEET; THENCE N56°50'44"W 130.16 FEET TO THE FOREST SERVICE BOUNDARY; THENCE ALONG THE FOREST SERVICE BOUNDARY THE FOLLOWING SEVEN (7) COURSES: (1) N00°12'34"W 260.01 FEET; (2) N89°03'54"E 329.84 FEET; (3) N00°13'38"W 324.03 FEET; (4) N89°07'01"E 329.65 FEET; (5) N00°16'20"W 323.71 FEET; (6) N89°10'24"E 329.58 FEET; (7) S00°17'24"E 970.10 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 14.167 ACRES, OR 617,130 SQUARE FEET.

10-9590 21-4252 21-4253 21-4254 21-4243 21-4245 21-4245 21-4246 21-4248 21-4249 21-4250 21-4251 STRAWBERRY RANCH PHASE 1B BOUNDARY LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, THE NORTHEAST QUARTER OF SECTION 19, AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 10 WEST, UINTAH SPECIAL MERIDIAN. SAID PARCEL BEING DESCRIBED AS FOLLOWS:

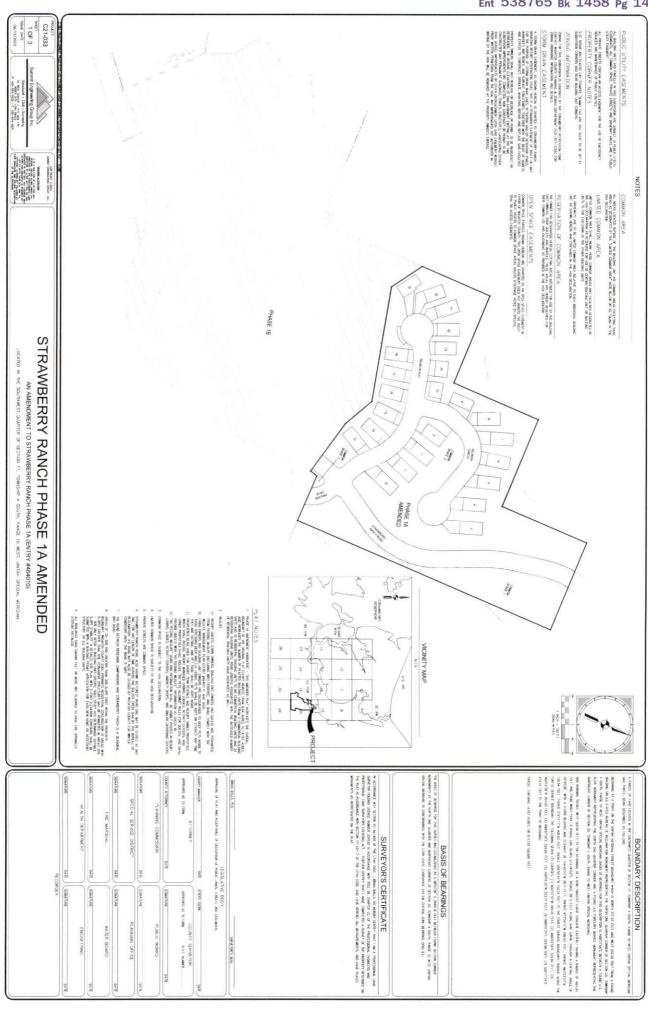
BEGINNING AT A POINT ON THE UINTAH NATIONAL FOREST BOUNDARY WHICH IS NORTH 290.13 FEET AND WEST 509.15 FEET FROM THE FOUND BUREAU OF RECLAMATION MONUMENT REPRESENTING THE NORTH ONE-QUARTER CORNER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 10 WEST, UINTAH SPECIAL MERIDIAN (BASIS OF BEARINGS FOR THIS DESCRIPTION IS N88°57'56"E BETWEEN THE FOUND B.O.R. MONUMENT REPRESENTING THE NORTH ONE-QUARTER CORNER AND THE FOUND U.S. FORESTRY SERVICE MONUMENT REPRESENTING THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 10 WEST, UINTAH SPECIAL MERIDIAN),

SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 460.00 FEET AND FROM WHICH POINT A RADIAL LINE BEARS S77°04'11"E; THENCE 132.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°28'55", WITH A CHORD BEARING AND DISTANCE OF S04°41'21"W 131.87 FEET; THENCE S03°33'06"E 80.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 660.00 FEET; THENCE 292.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°25'05", WITH A CHORD BEARING AND DISTANCE OF S09°09'26"W 290.40 FEET; THENCE S21°53'35"W 167.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 340.00 FEET; THENCE 403.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67°59'18", WITH A CHORD BEARING AND DISTANCE OF S55°53'13"W 380.19 FEET: THENCE S89°52'52"W 50.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 320.00 FEET; THENCE 276.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°32'03", WITH A CHORD BEARING AND DISTANCE OF S65°06'51"W 268.12 FEET; THENCE \$40°20'49"W 112.27 FEET; THENCE N49°39'11"W 80.00 FEET; THENCE \$41°02'08"W 163.37 FEET TO THE KESSLER PROPERTY BOUNDARY RECORDED AS ENTRY # 423253; THENCE ALONG SAID BOUNDARY N47°47'41"W 312.09 FEET; THENCE N24°05'40"W 107.70 FEET; THENCE N56°34'23"W 115.84 FEET: THENCE N32°57'41"E 532.87 FEET TO THE FOREST SERVICE BOUNDARY; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES; (1) N88°56'53"E 234.21 FEET; (2) N00°12'34"W 388.72 FEET TO THE STRAWBERRY MOUNTAIN RESORT PHASE 1A AMENDED BOUNDARY THE FOLLOWING FOUR (4) COURSES; (1) S56°50'44"E 130.16 FEET; (2) N76°11'17"E 406.62 FEET; (3) S63°23'57"E 120.54 FEET; (4) S77°04'11"E 206.62 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 22.648 ACRES, OR 986,543 SQUARE FEET.

10-9590
21-7371
21-7372

EXHIBIT Ad1-A – Legal Descriptions for Phase 1a and Phase 1b



1-033					
STRAWBERRY RANCH PHASE 1A AMENDE AN AMENDMENT TO STRAWBERRY RANCH PHASE 1A (ENTRY #464010) LOCATED WITHE SOLFMEST QUARTER OF SECTION 17: "DWISSIP" A SOLTH, SANGE 10 WEST, JUNTAH SPECIAL VEROAM)		TO THE PROPERTY OF THE PROPERT	ACKNOWLENGEMENT SAN 0	Section 1 of the Company of the Property were property and control of the August Section (1) and Company of the Property were property and Company of the Property of the Prop	OWNER'S DEDICATION AND CONSENT TO RECORD II. HE WARTE OF HANTE OF AND MAN CONSENT TO RECORD AND AND CONTROL OF AND CONTROL OF AND CONTROL OF AND AND
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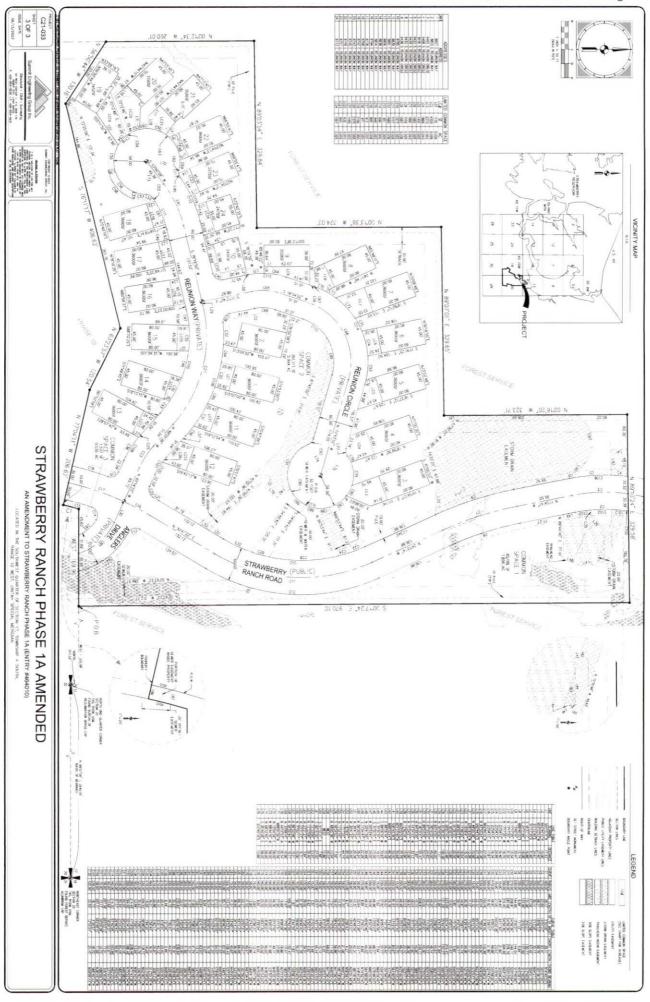
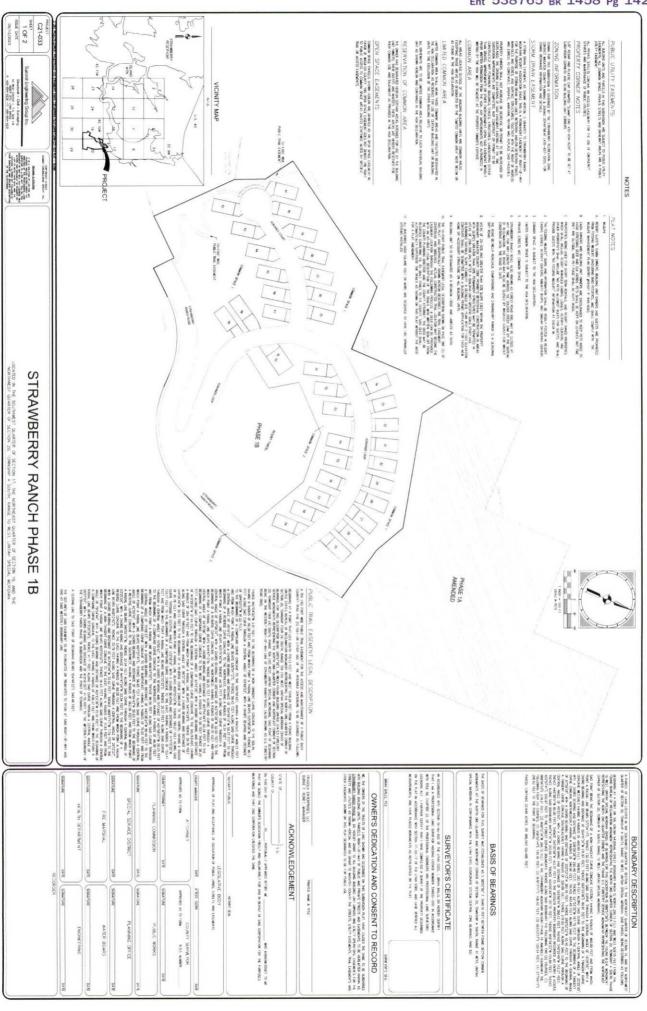
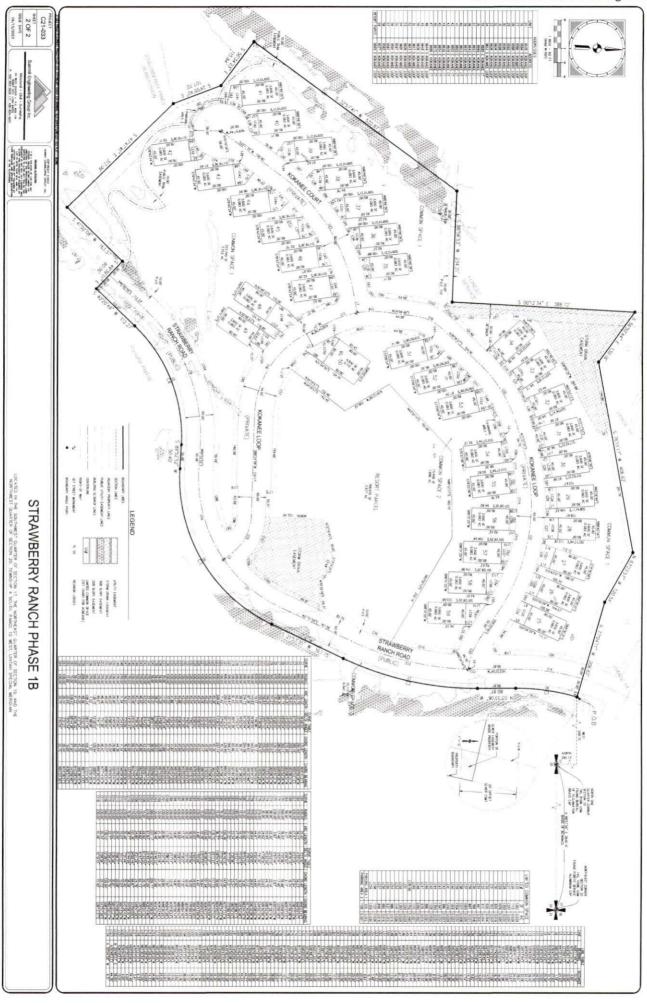
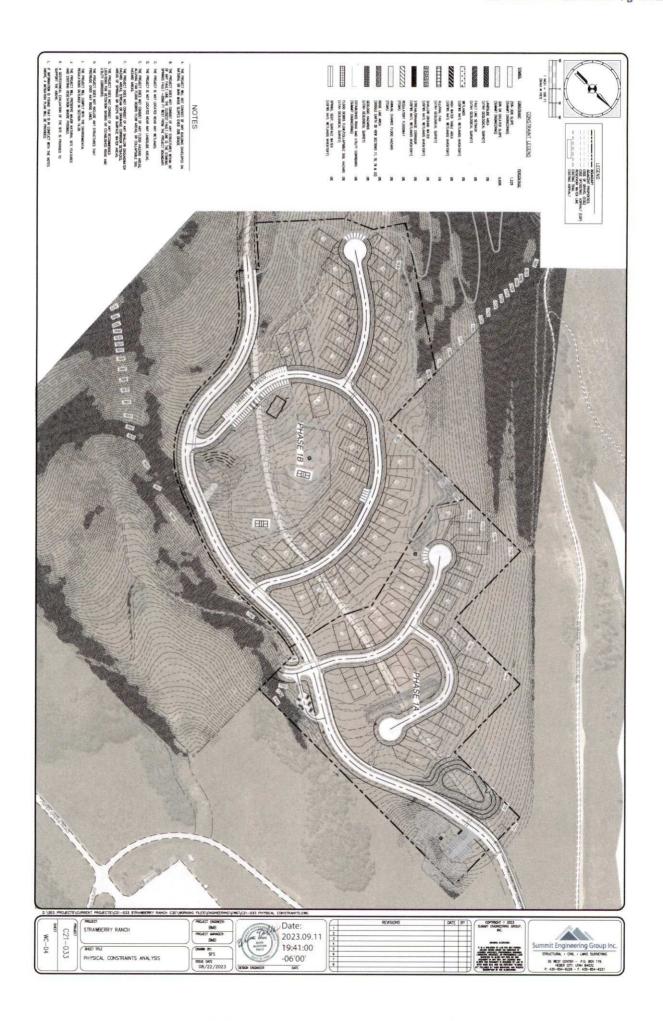
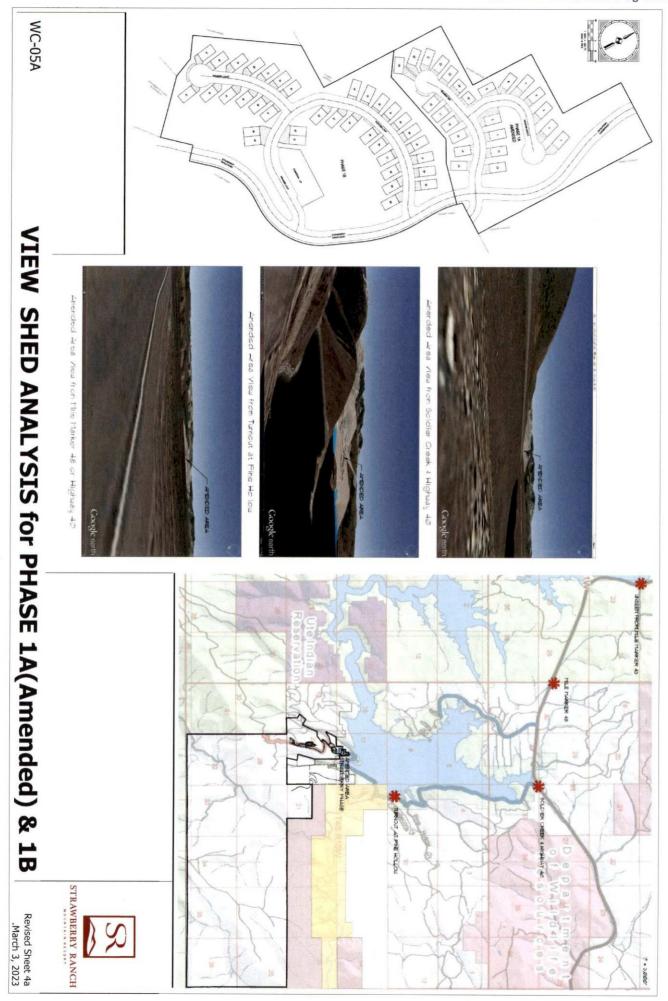


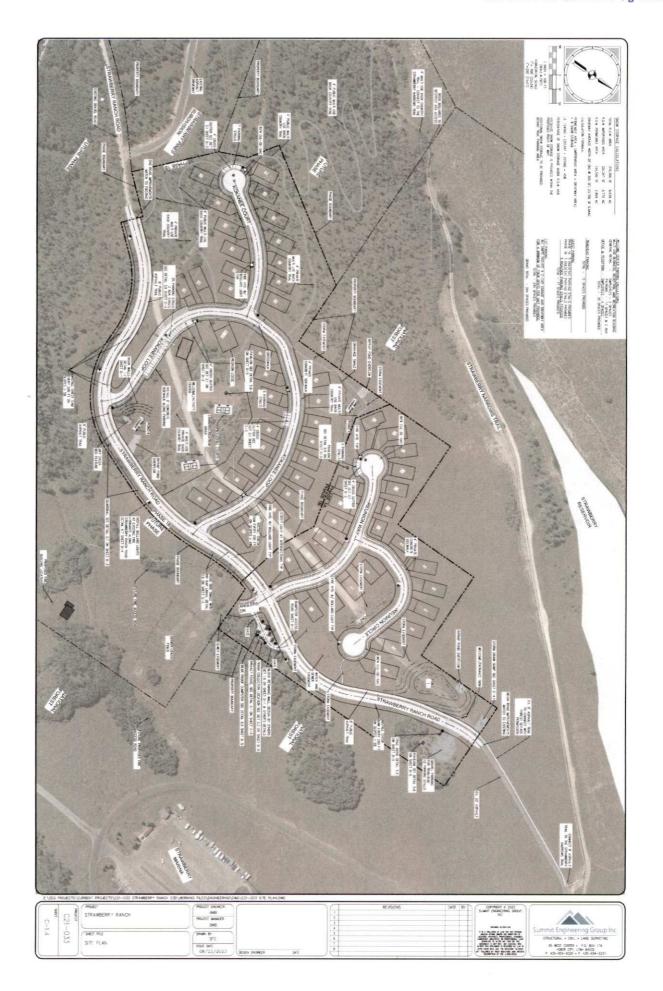
EXHIBIT Ad1-B - Phase 1a and Phase 1b Final Plans



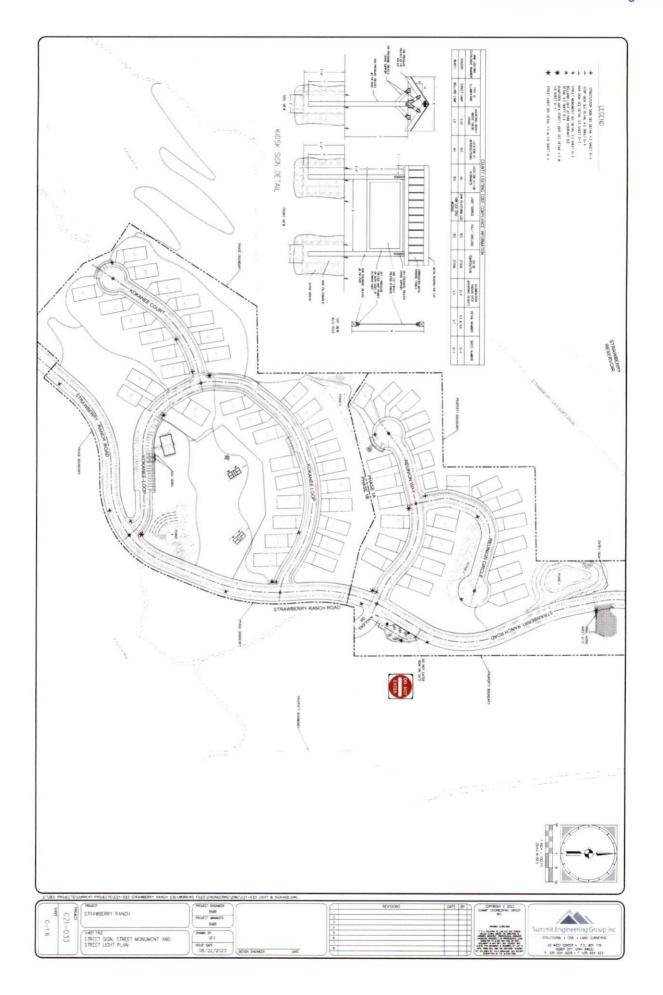


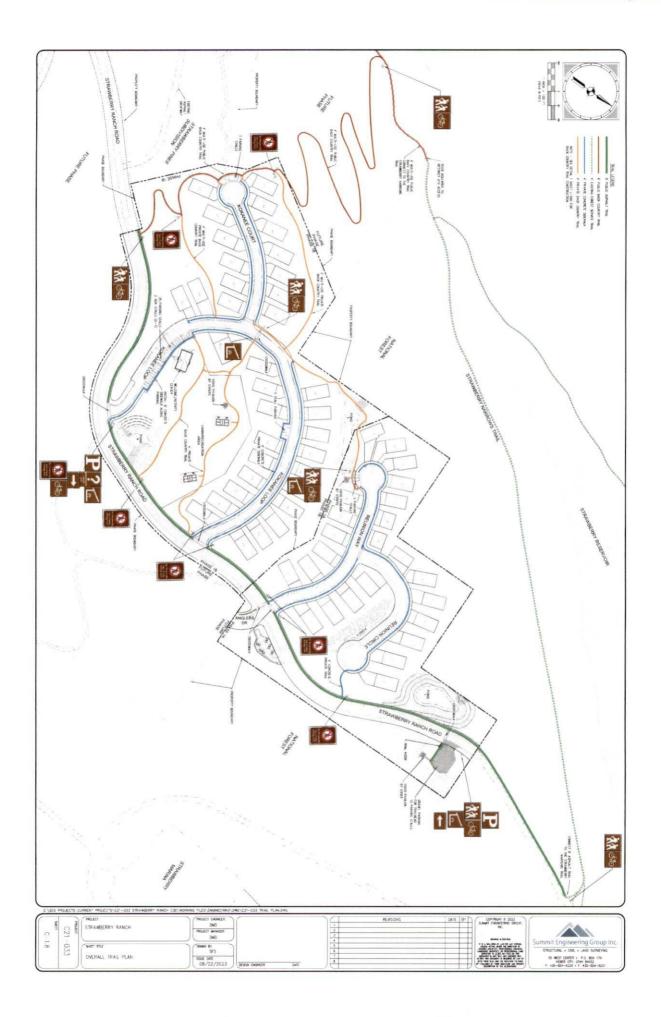


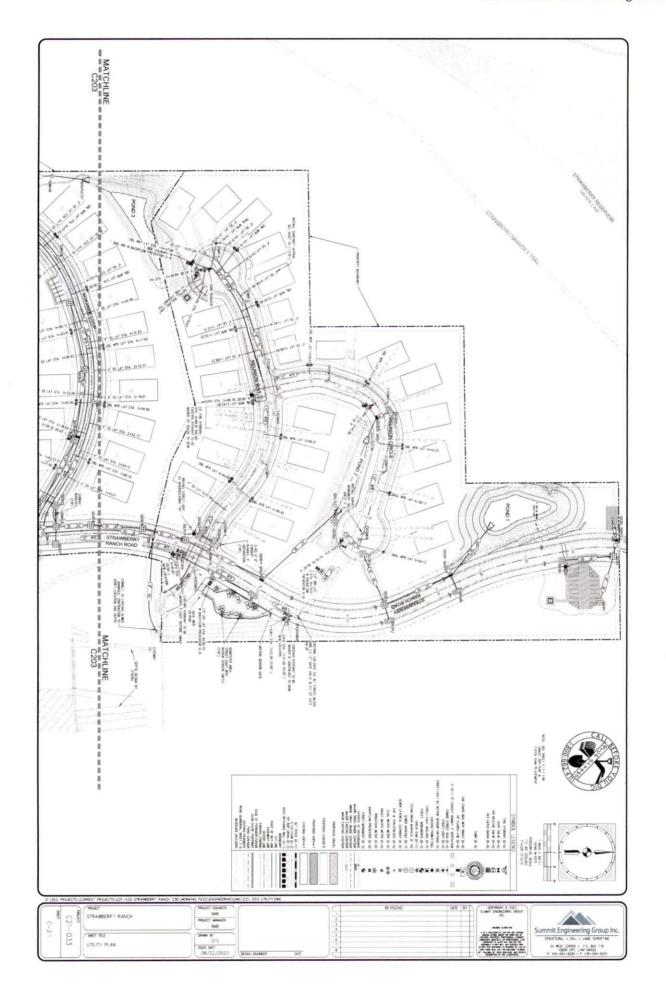


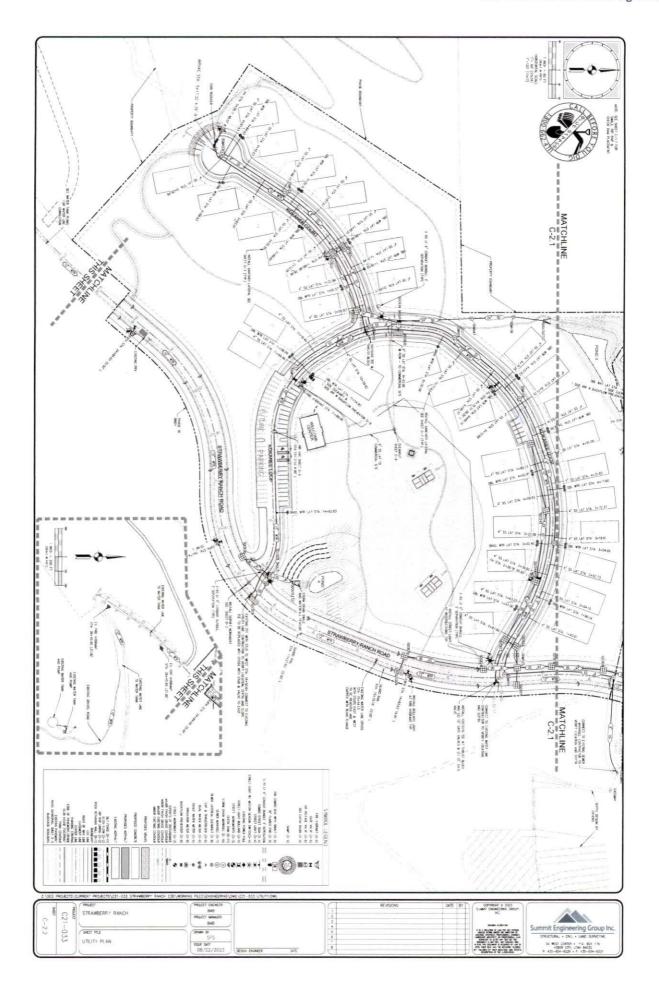


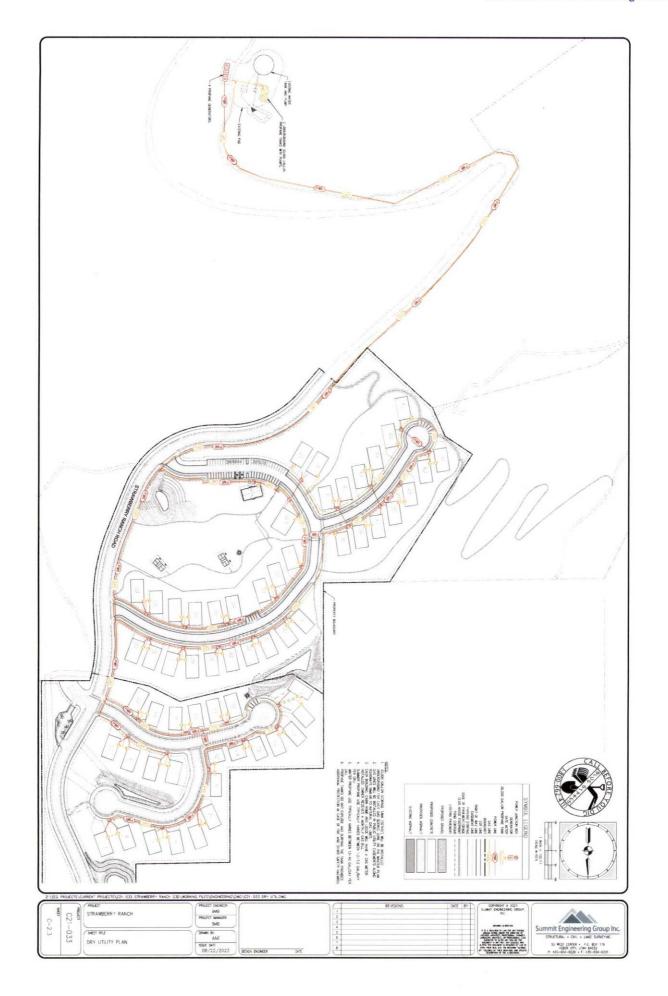




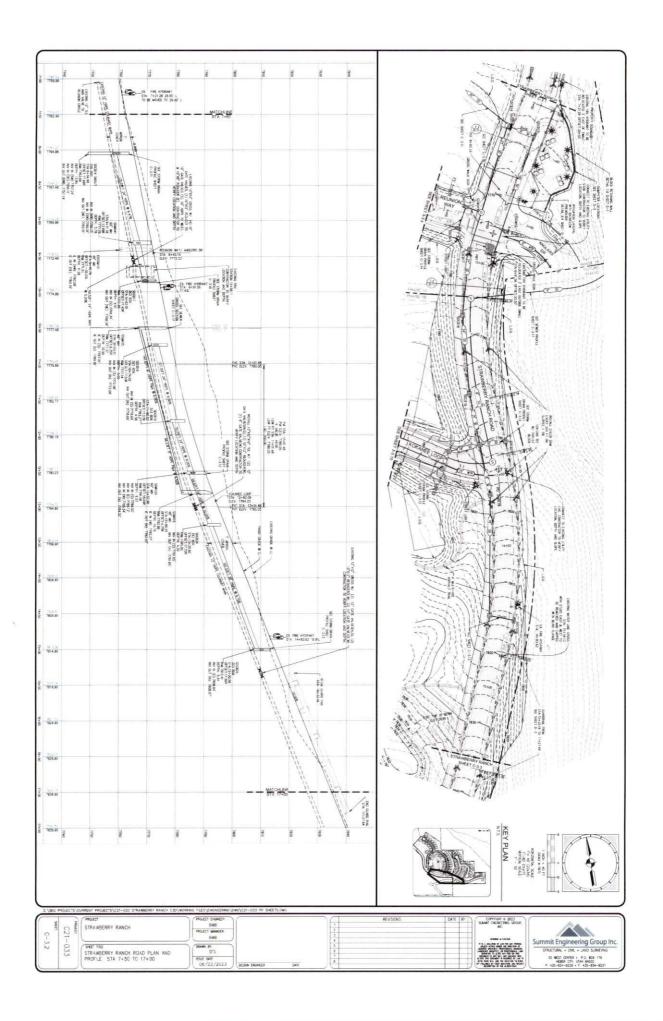


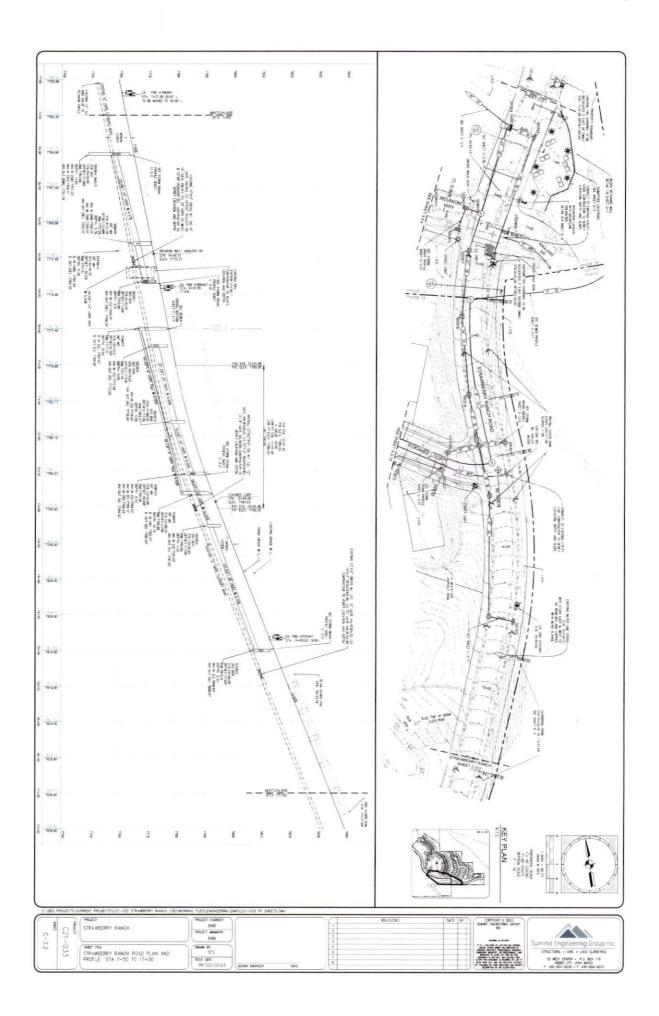


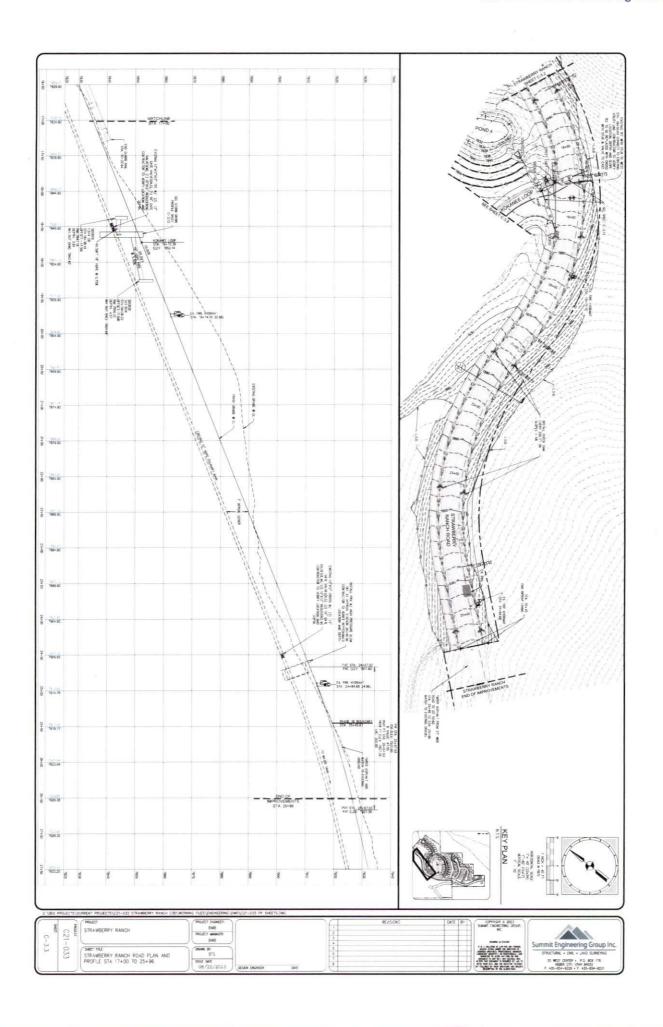


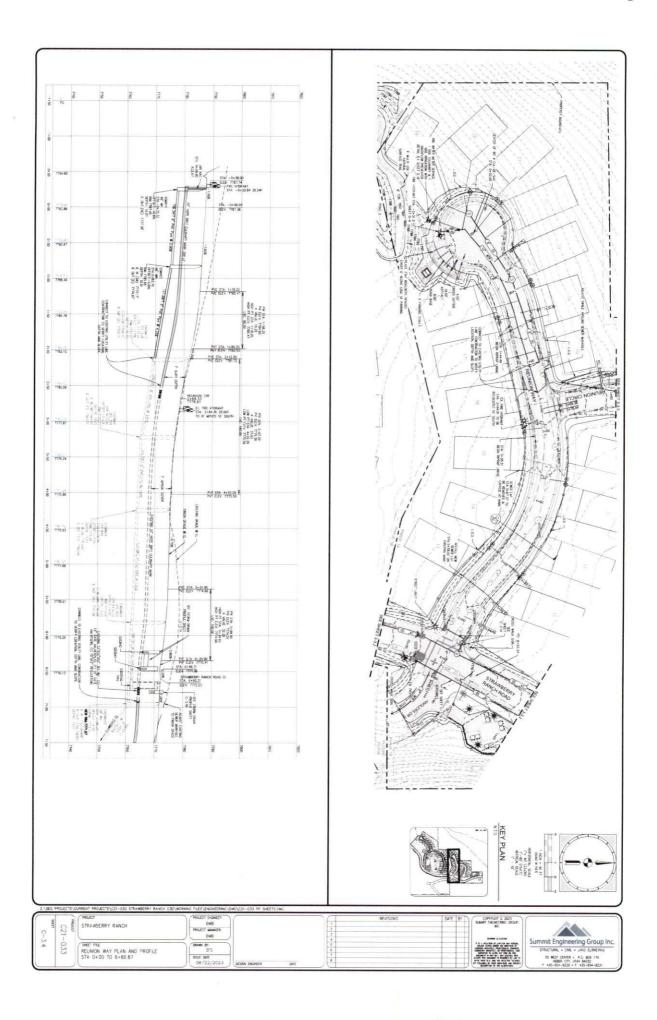


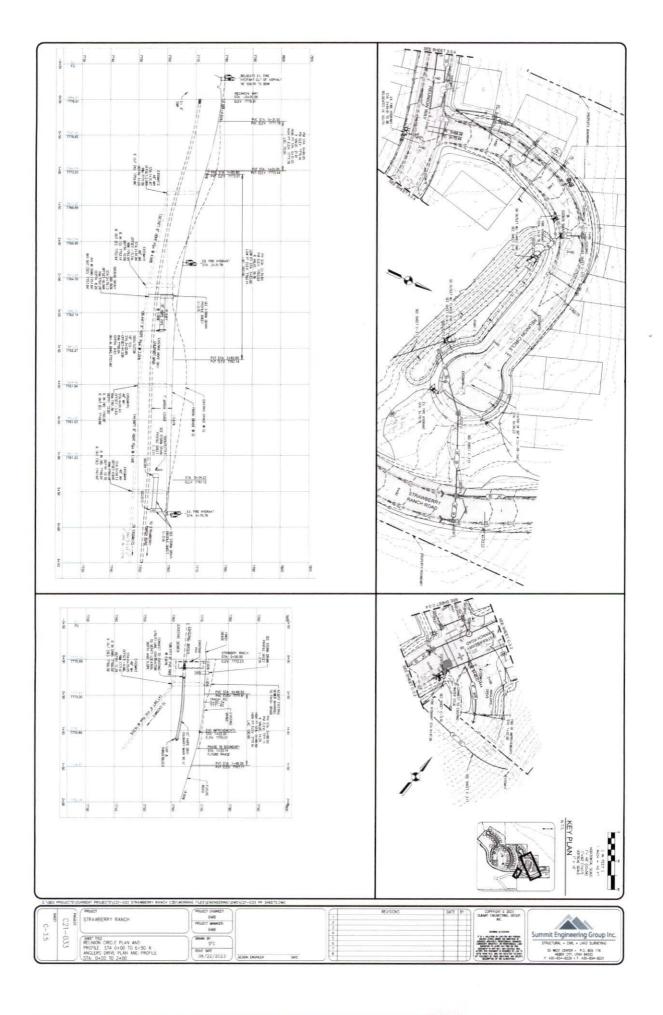


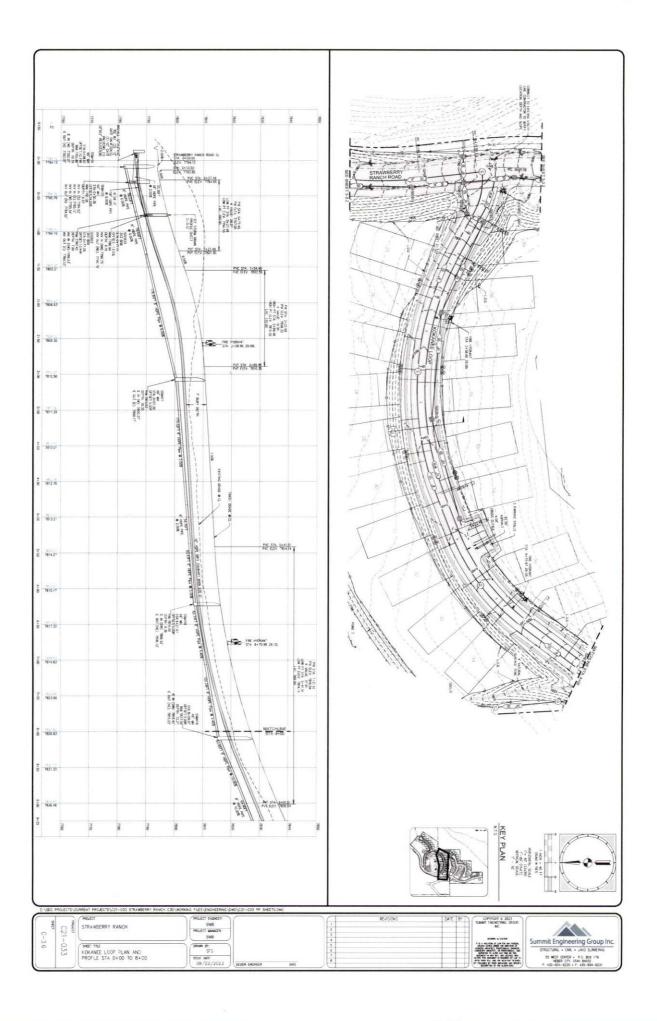


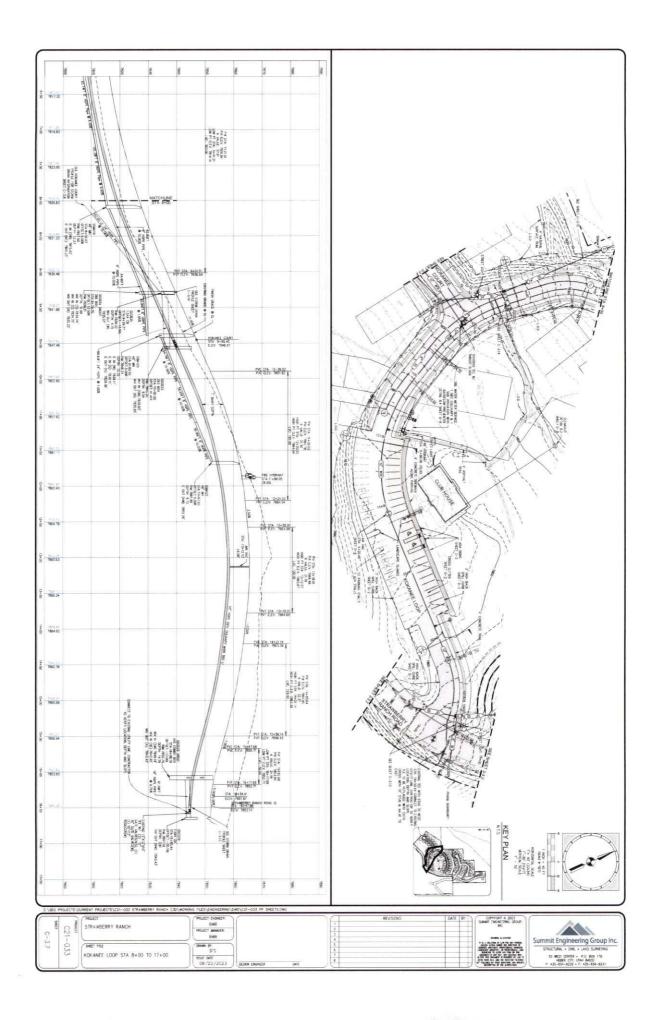


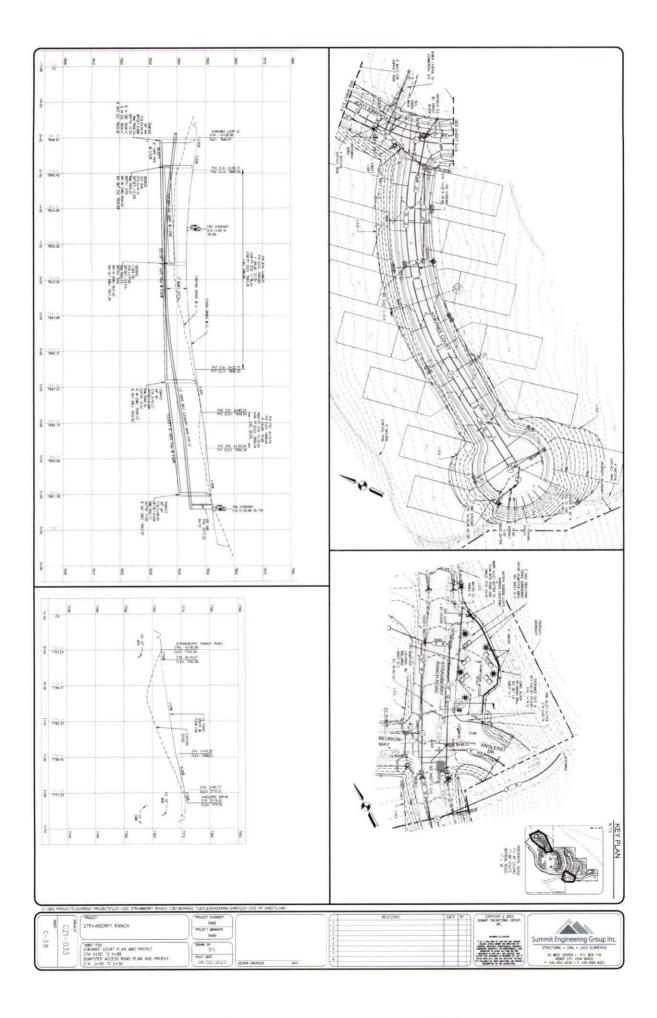


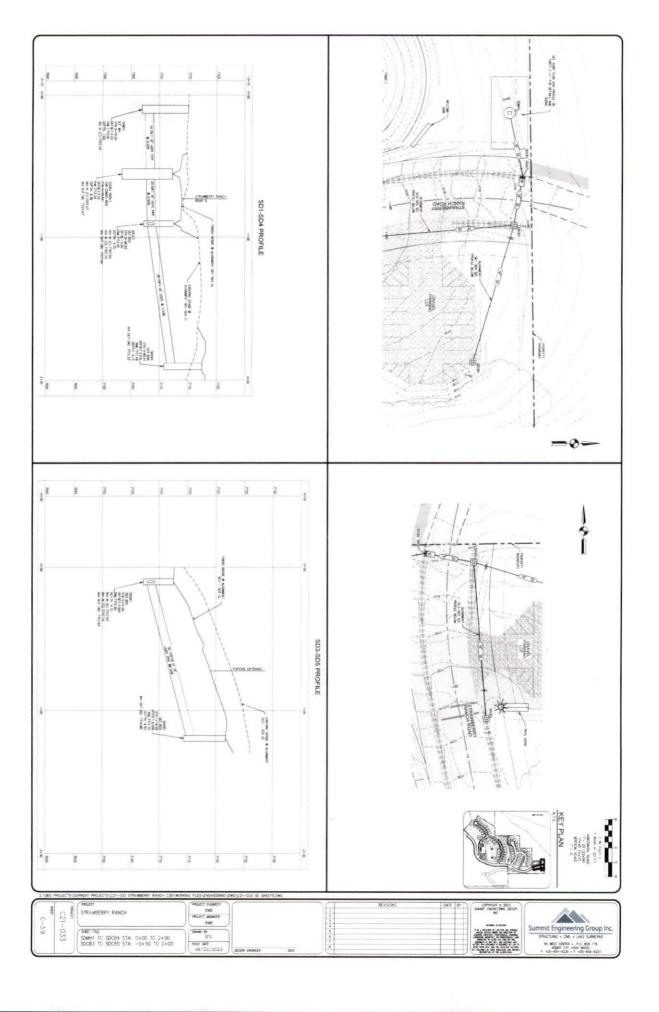


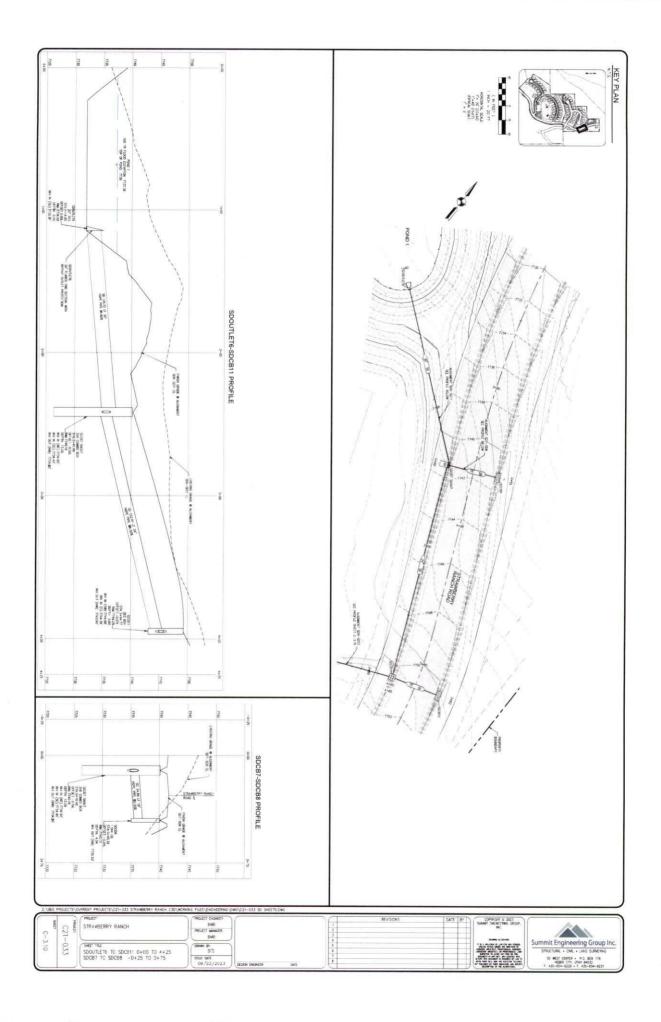


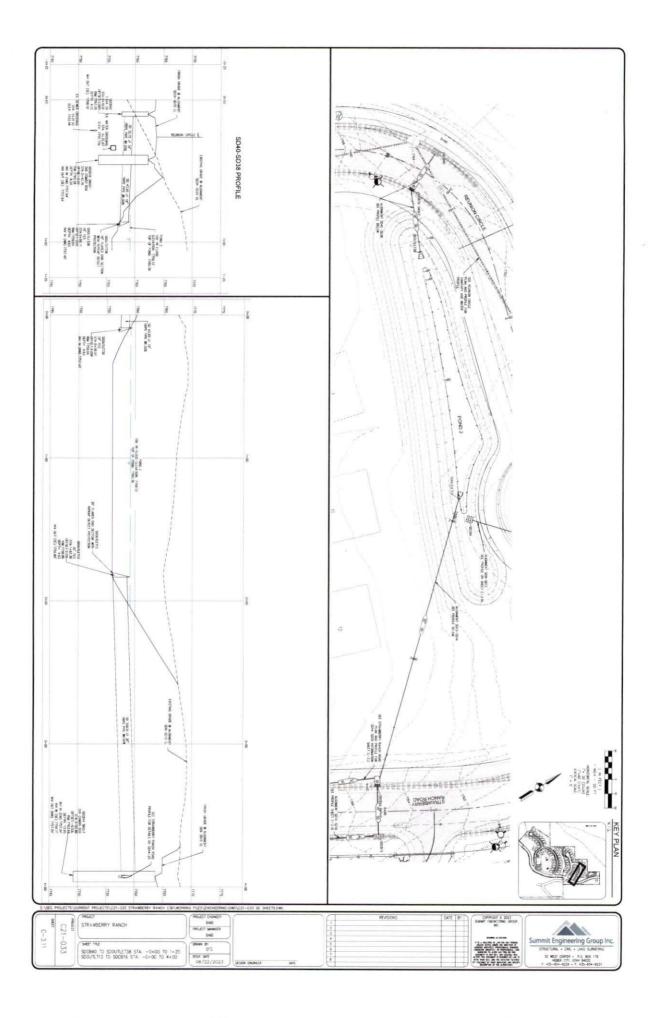


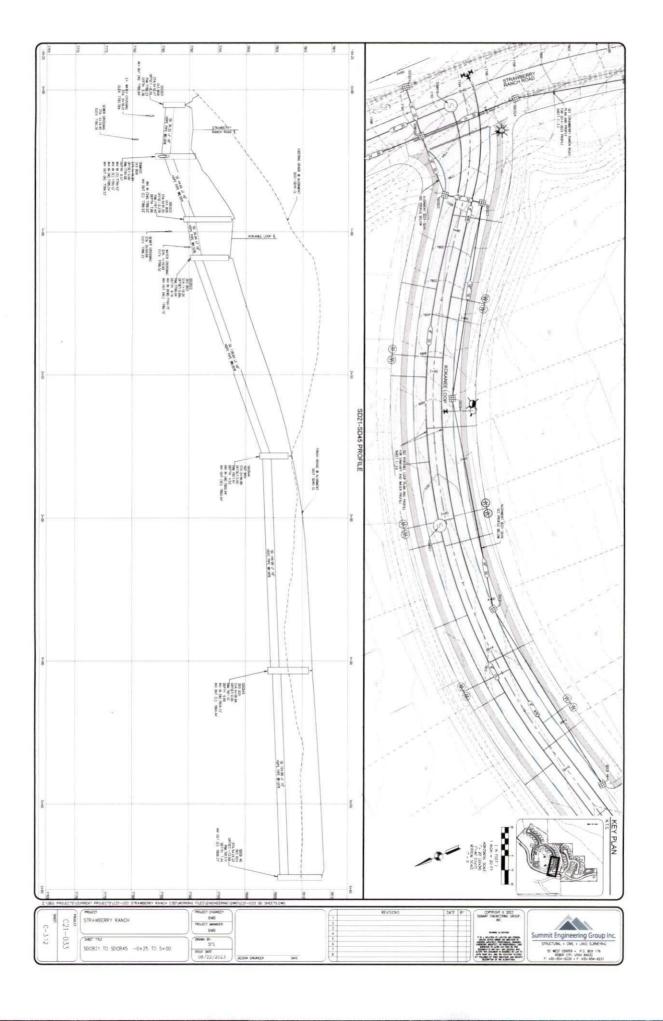


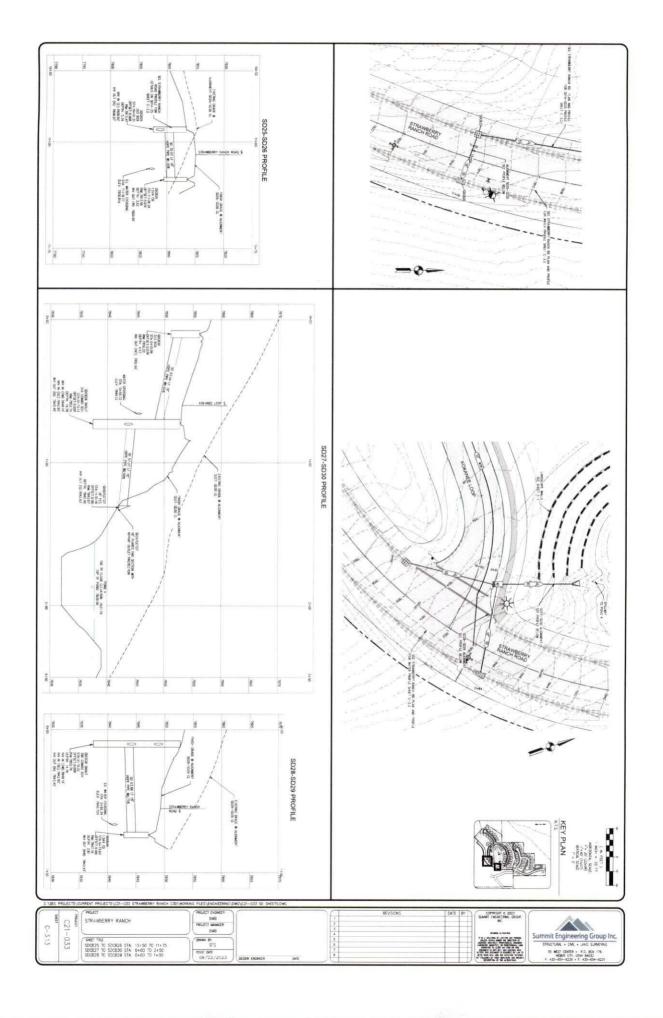


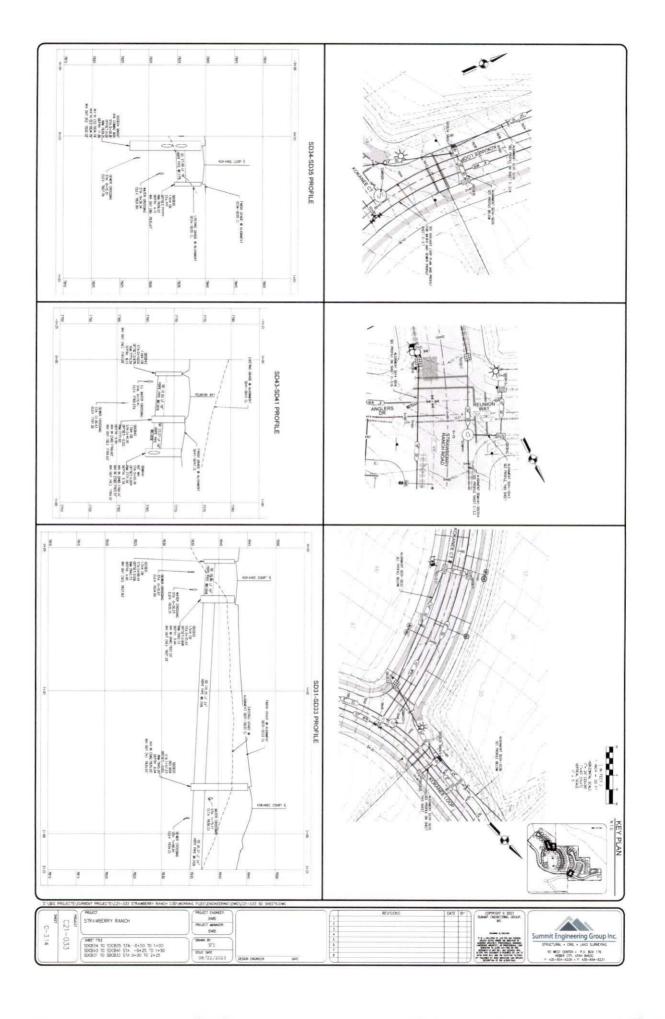




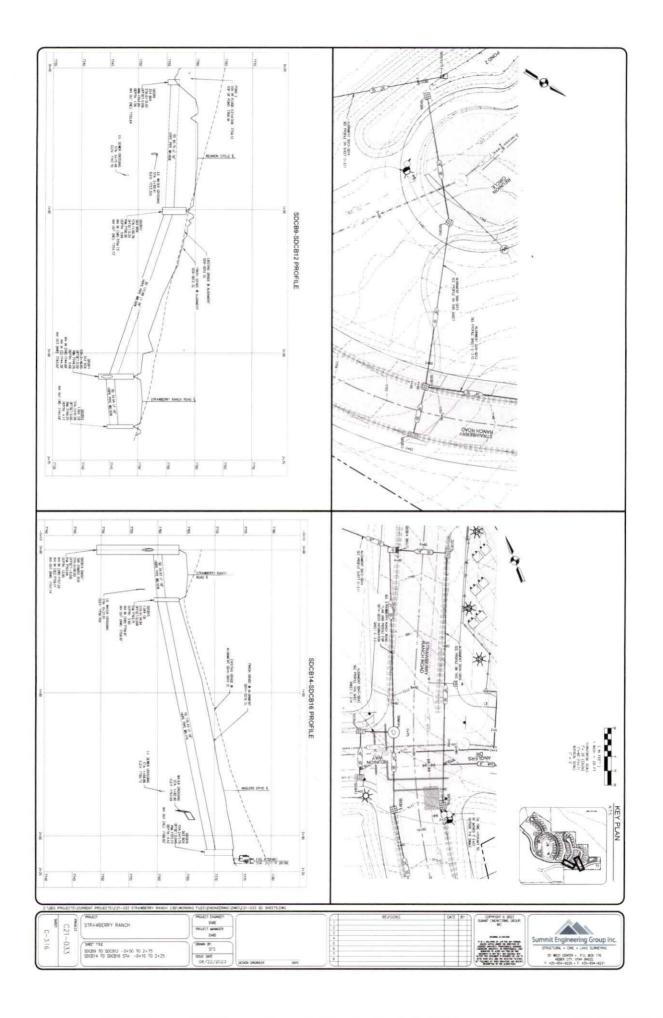


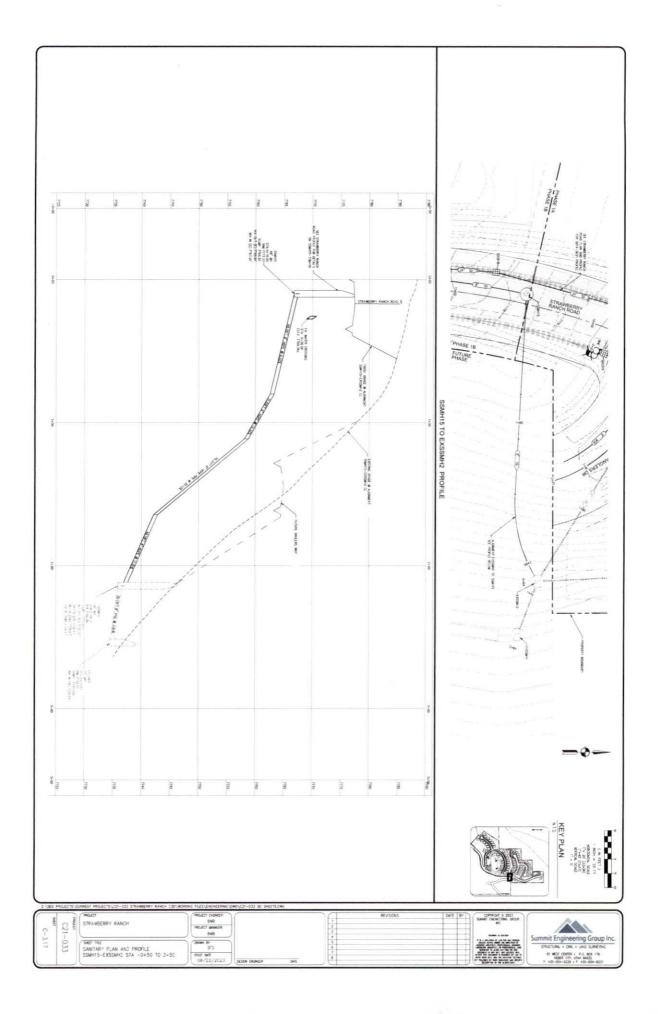


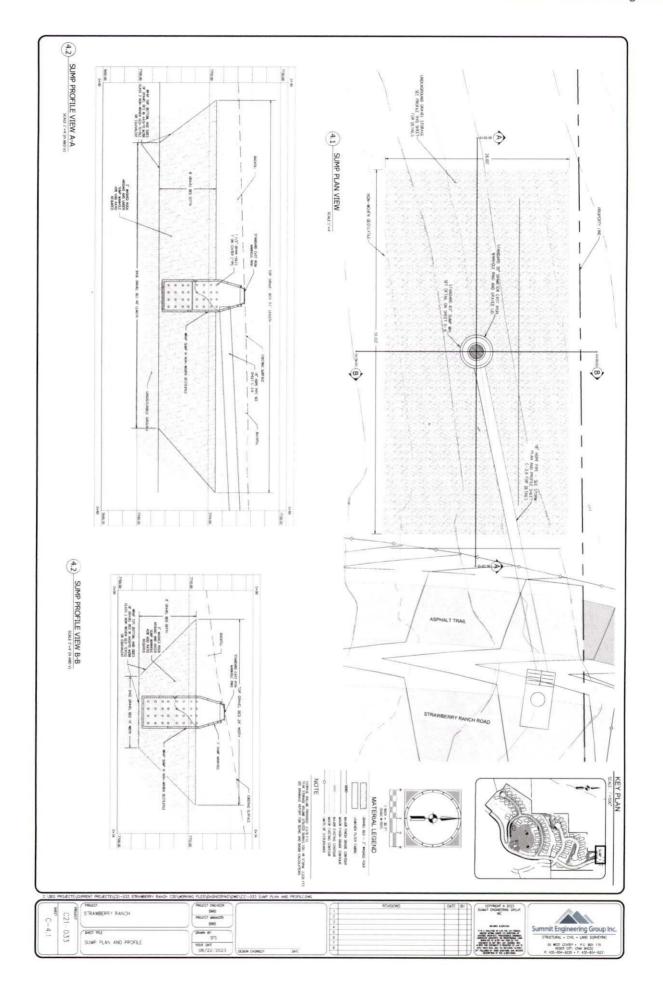


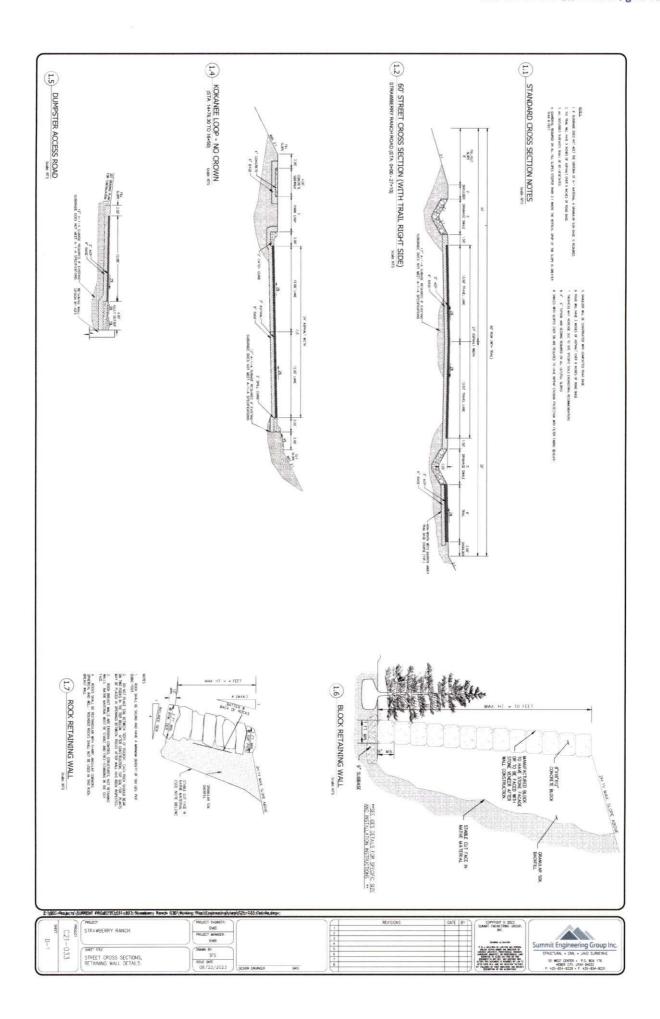


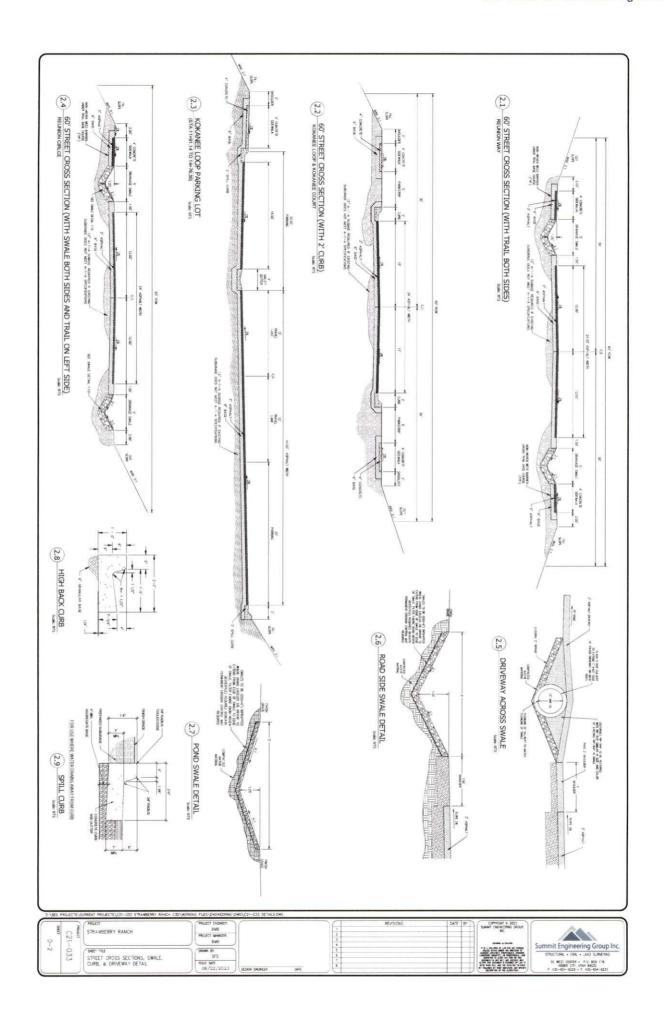


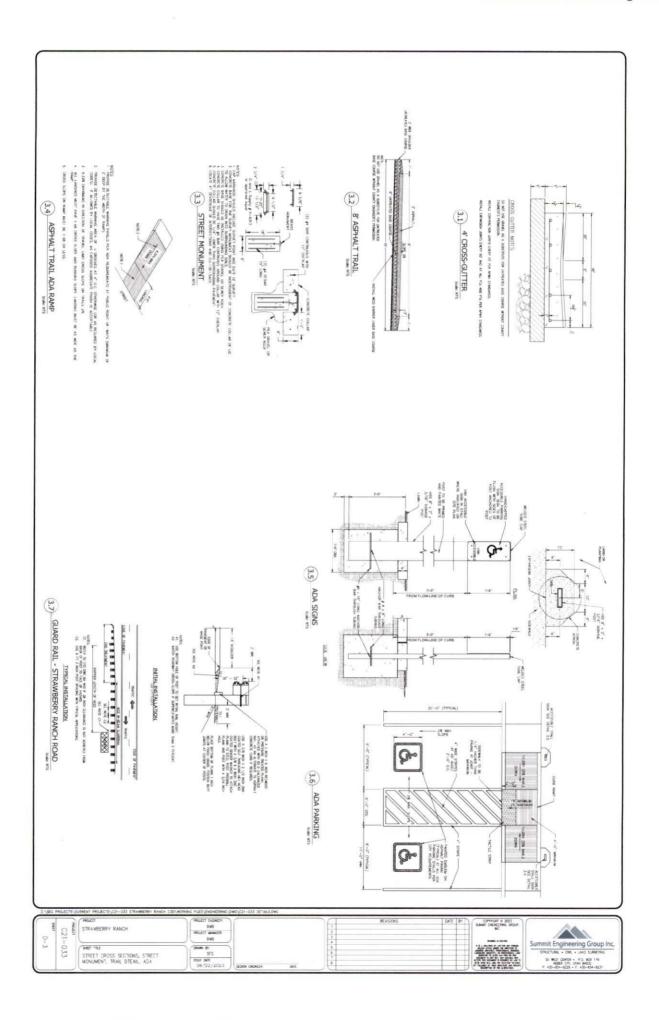


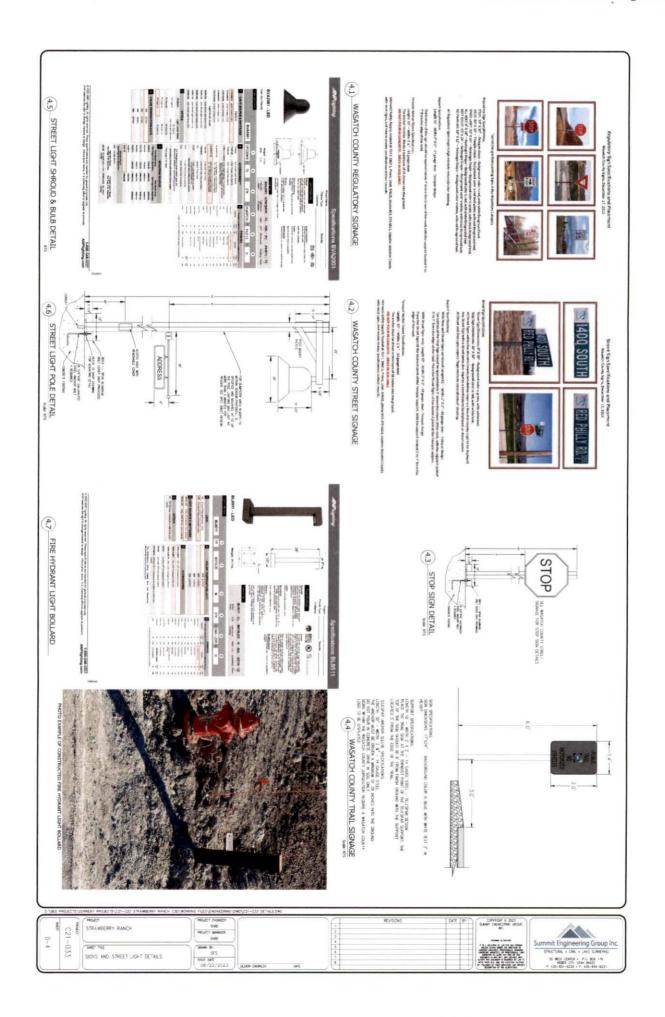


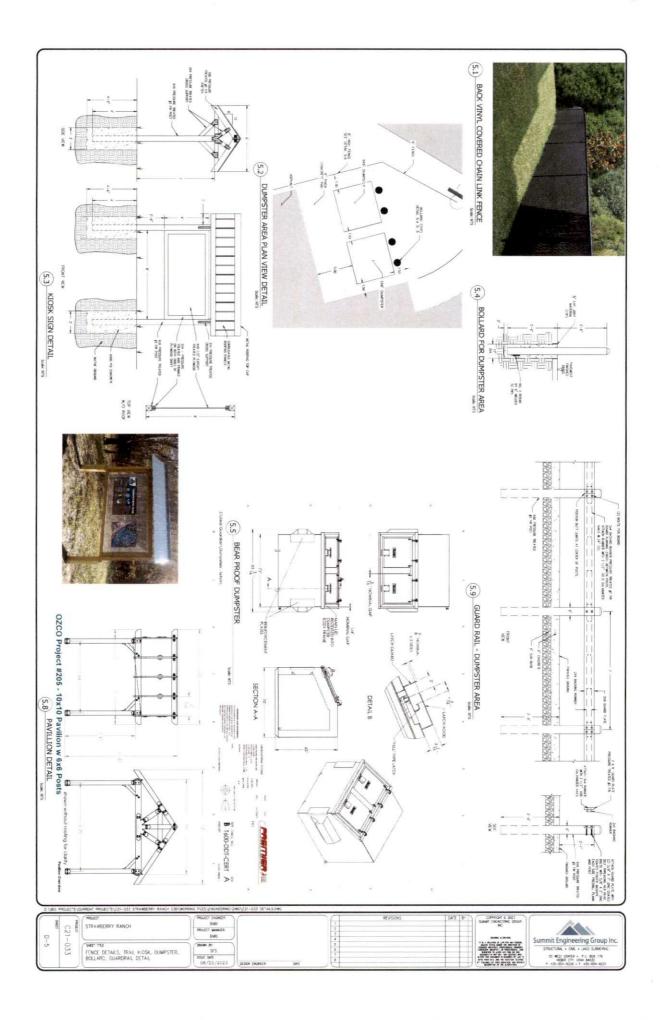


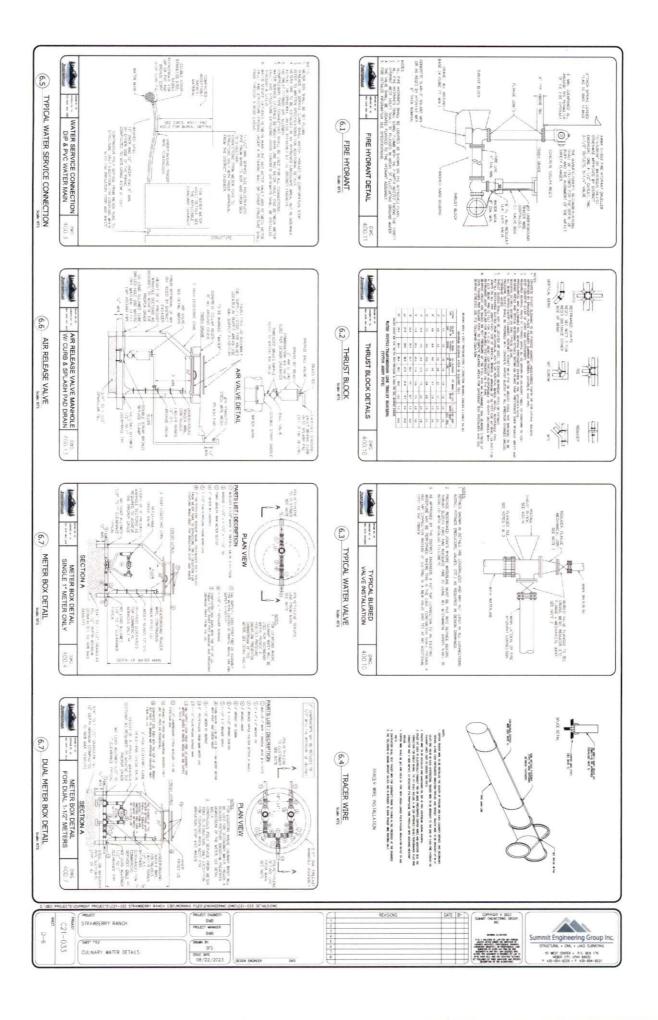


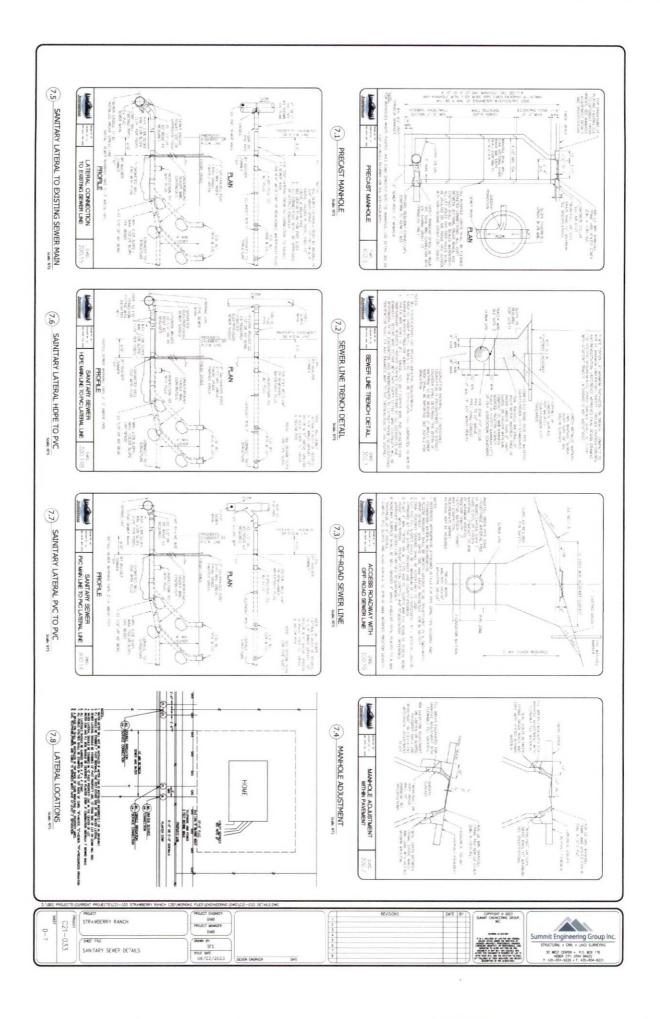


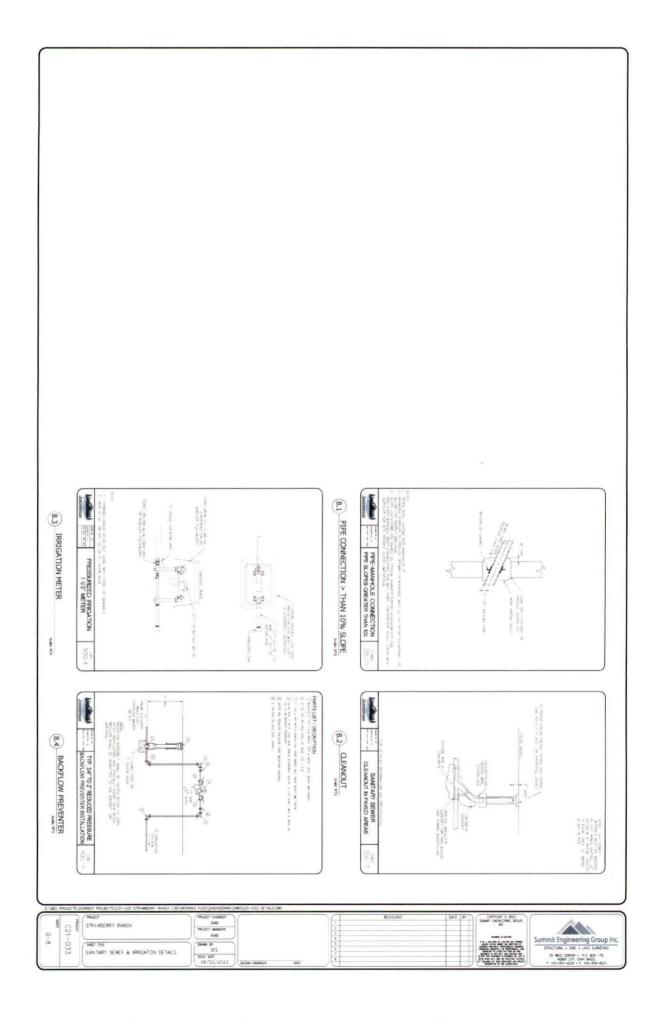


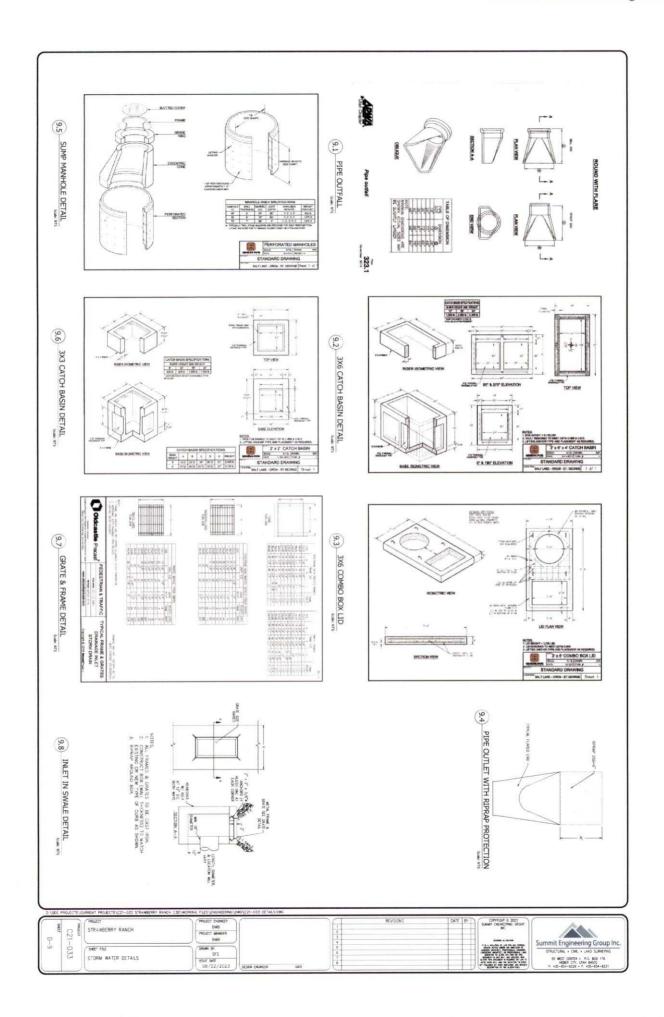


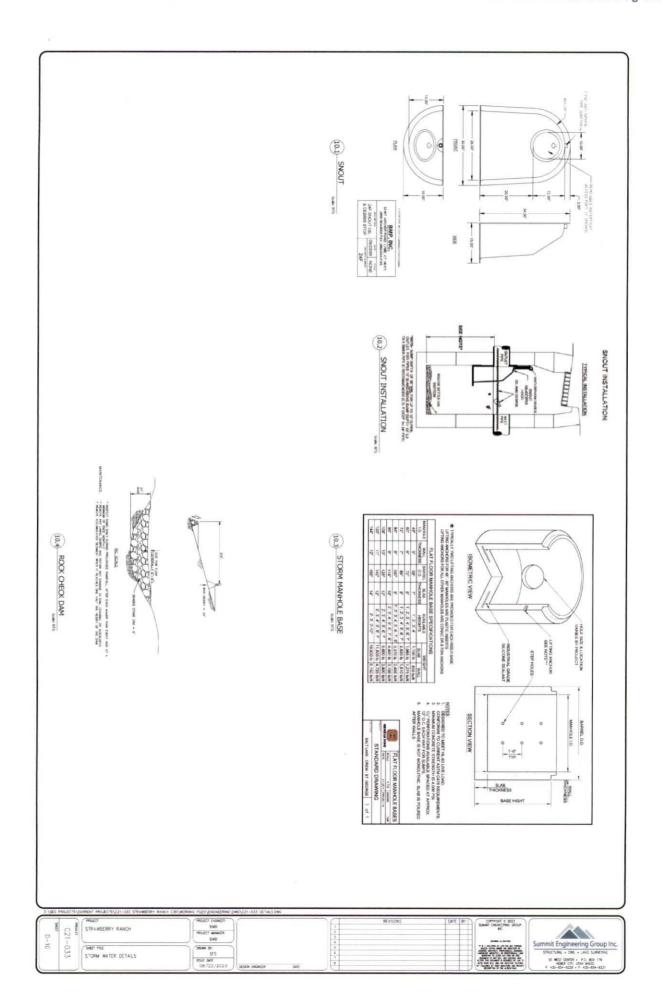


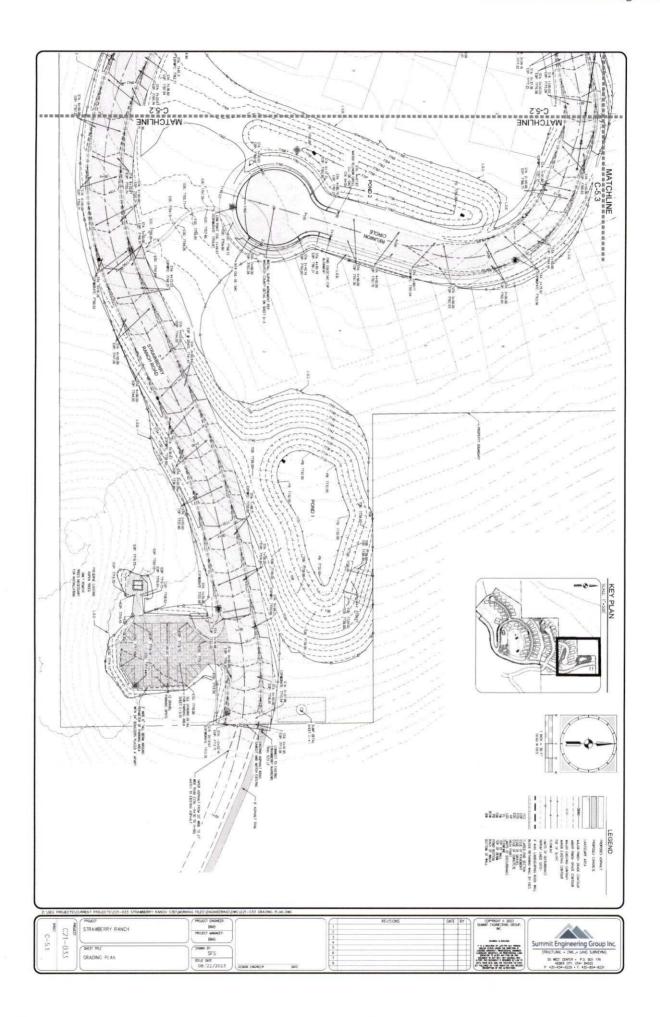


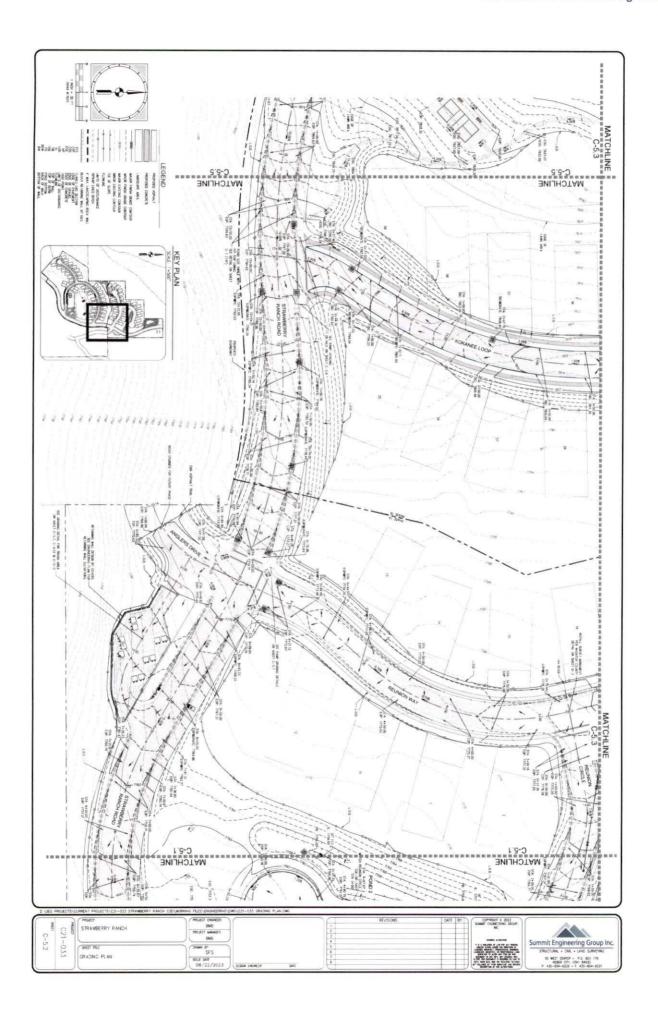


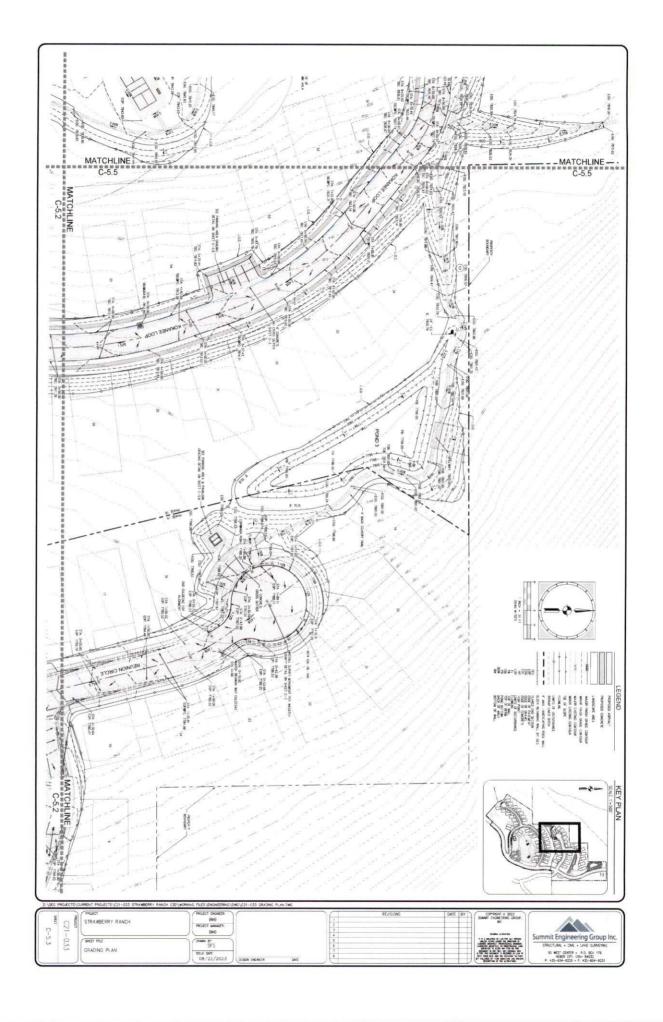


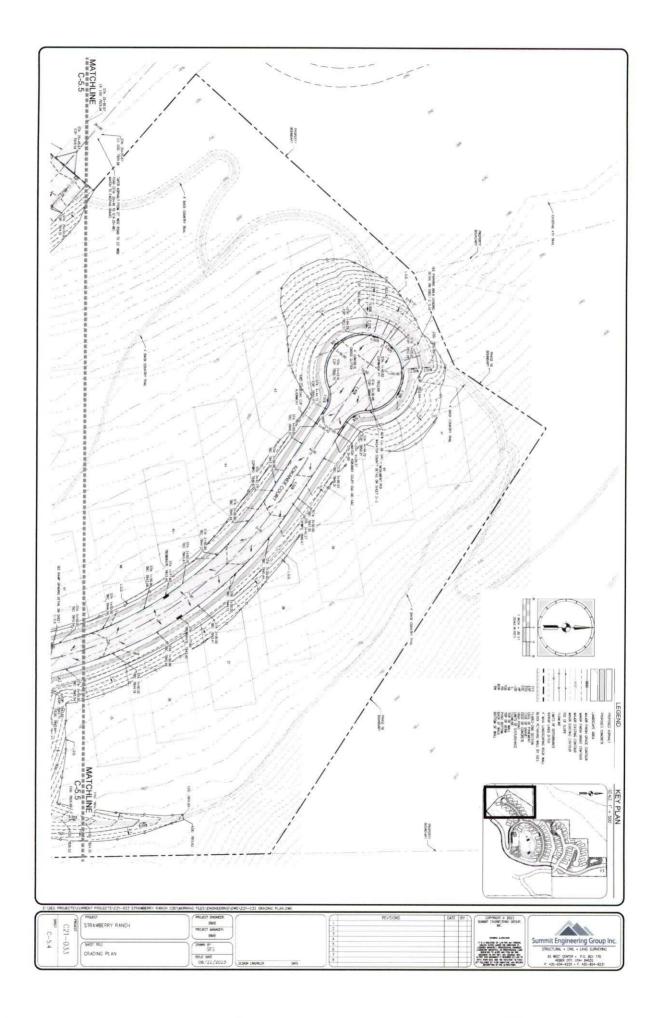


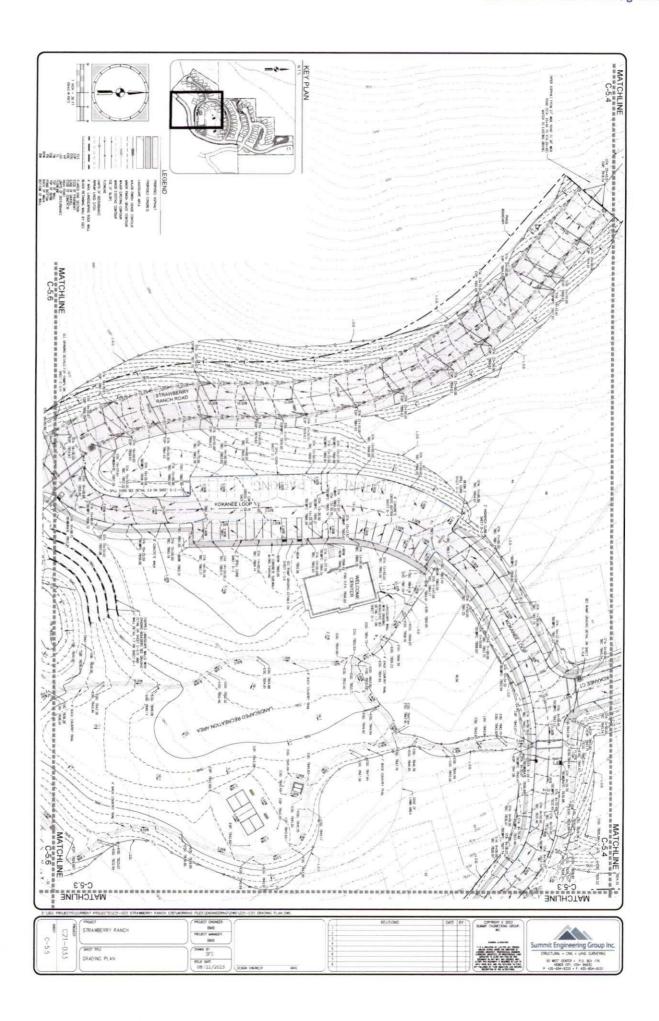


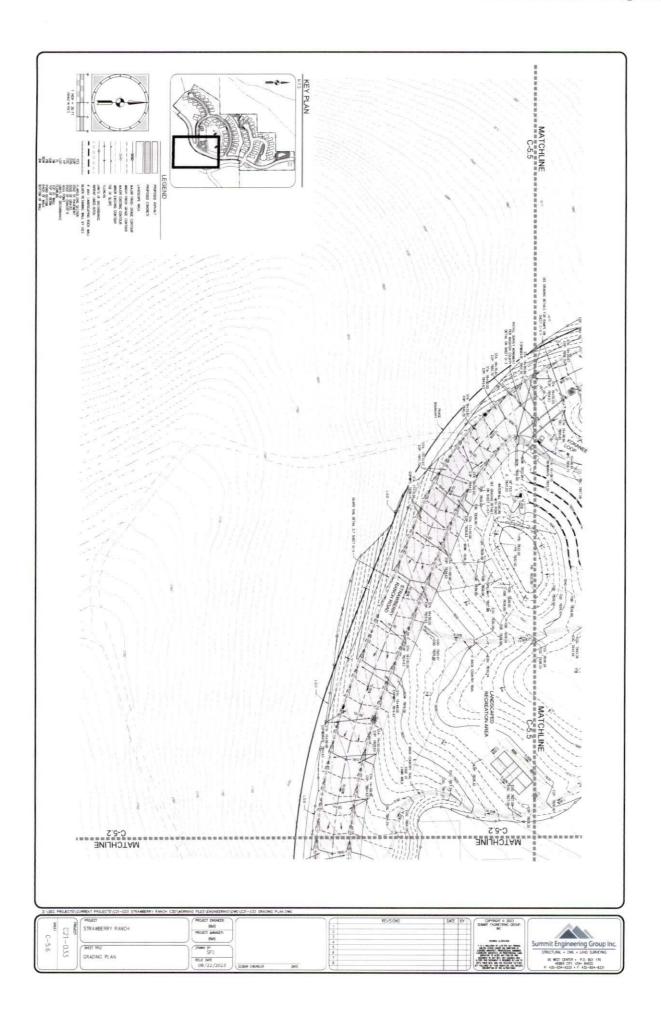


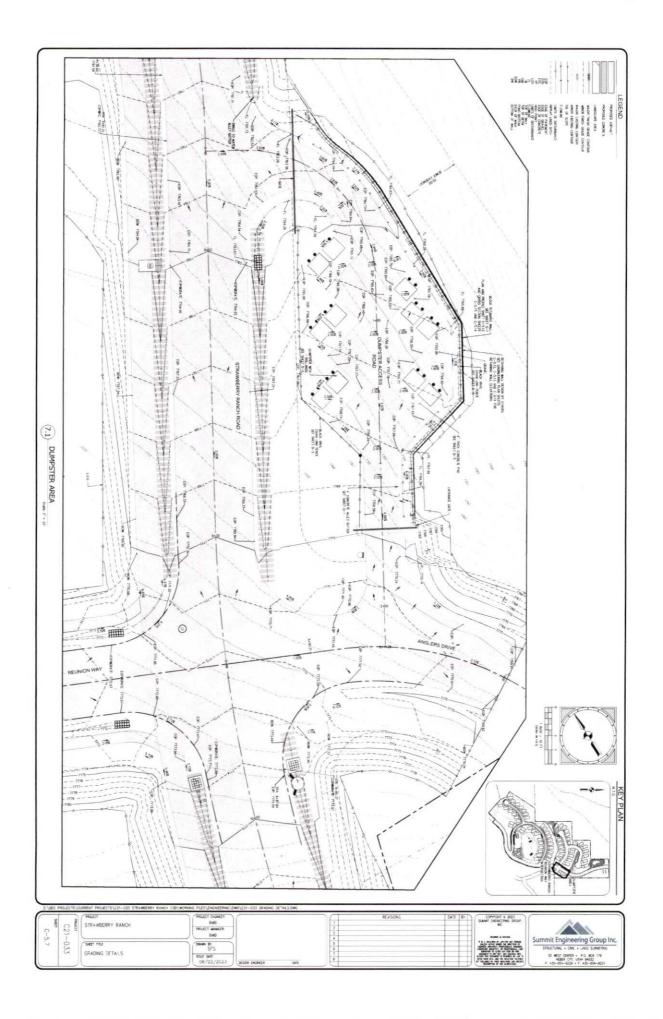


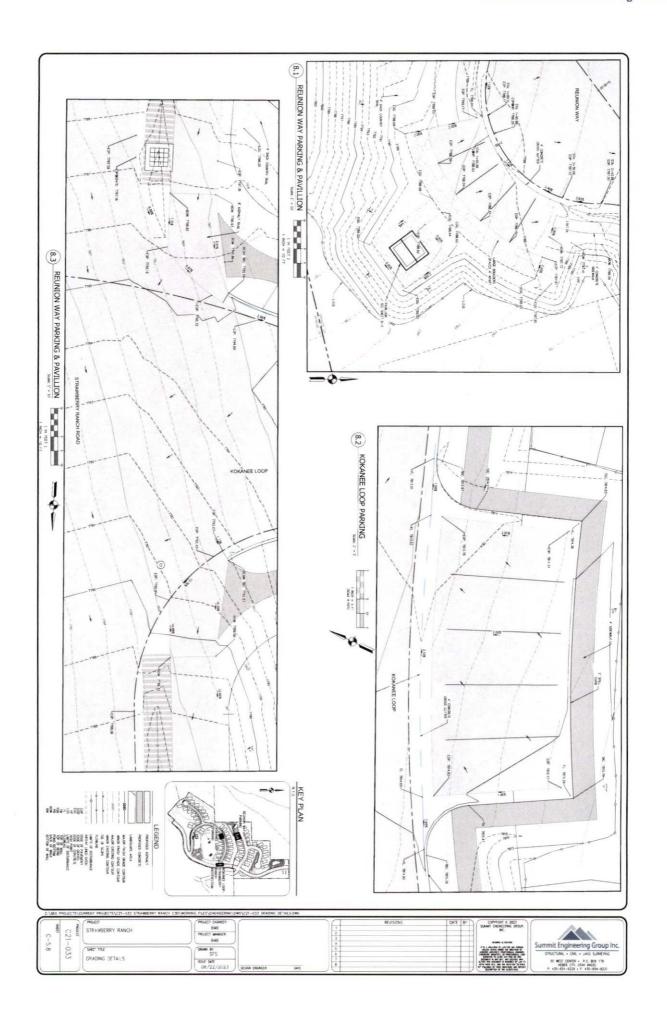


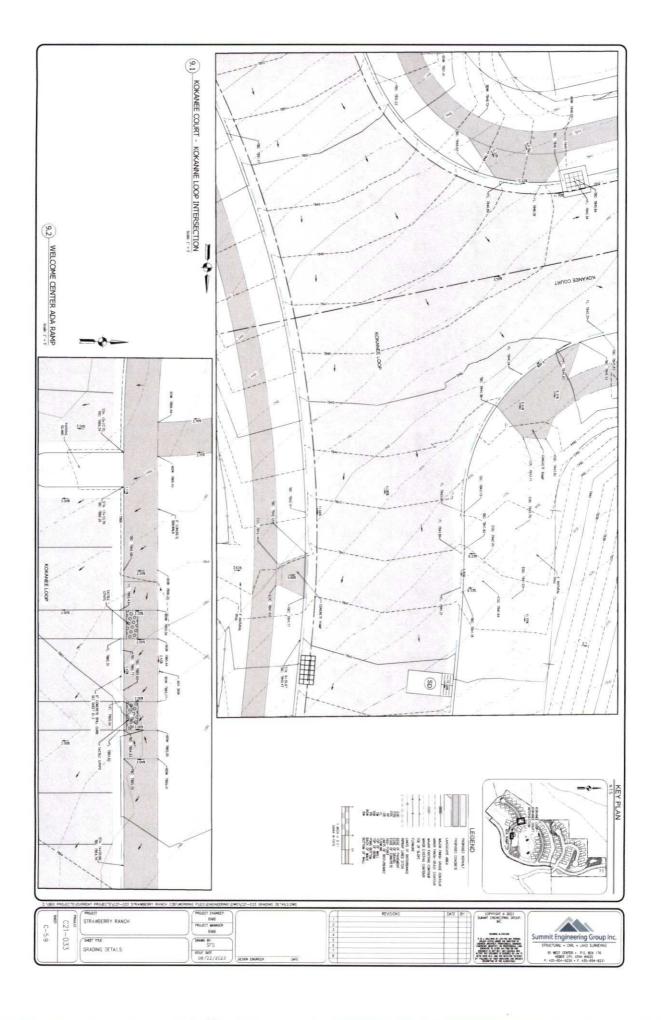


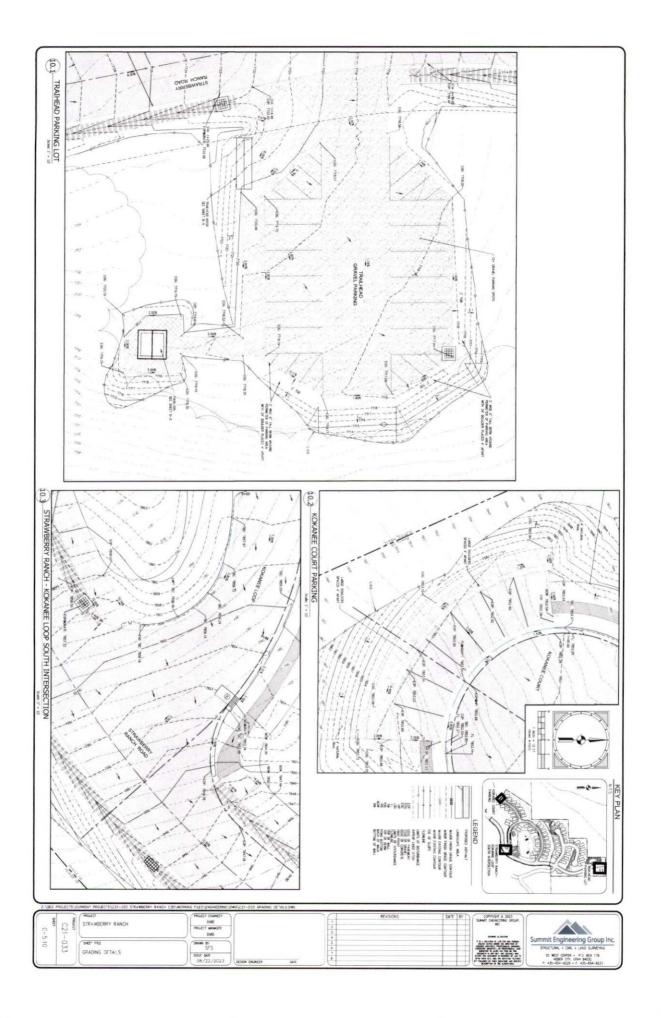


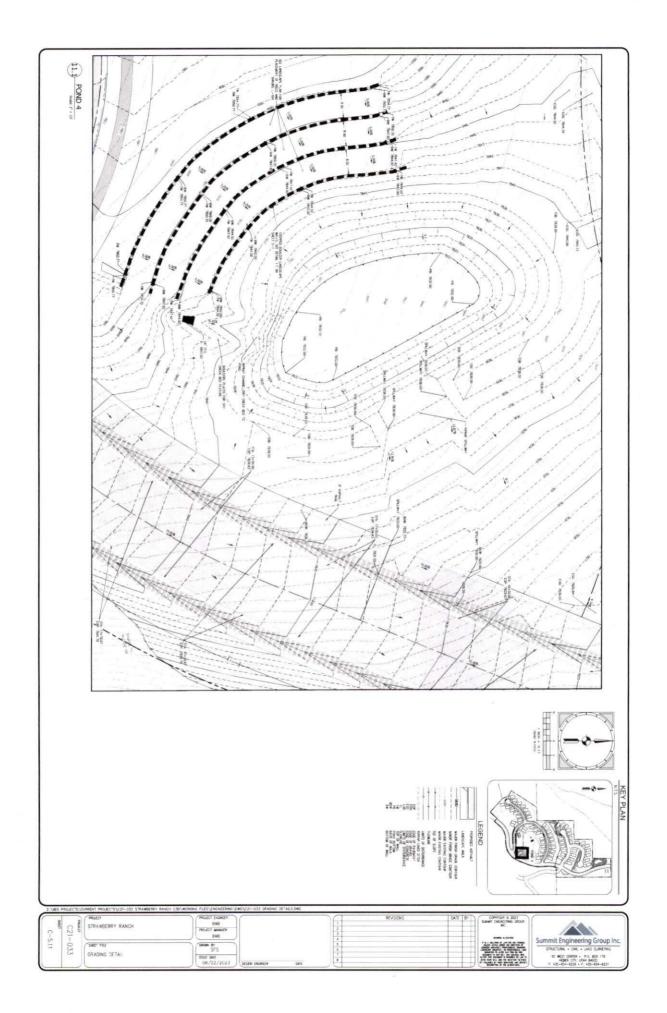


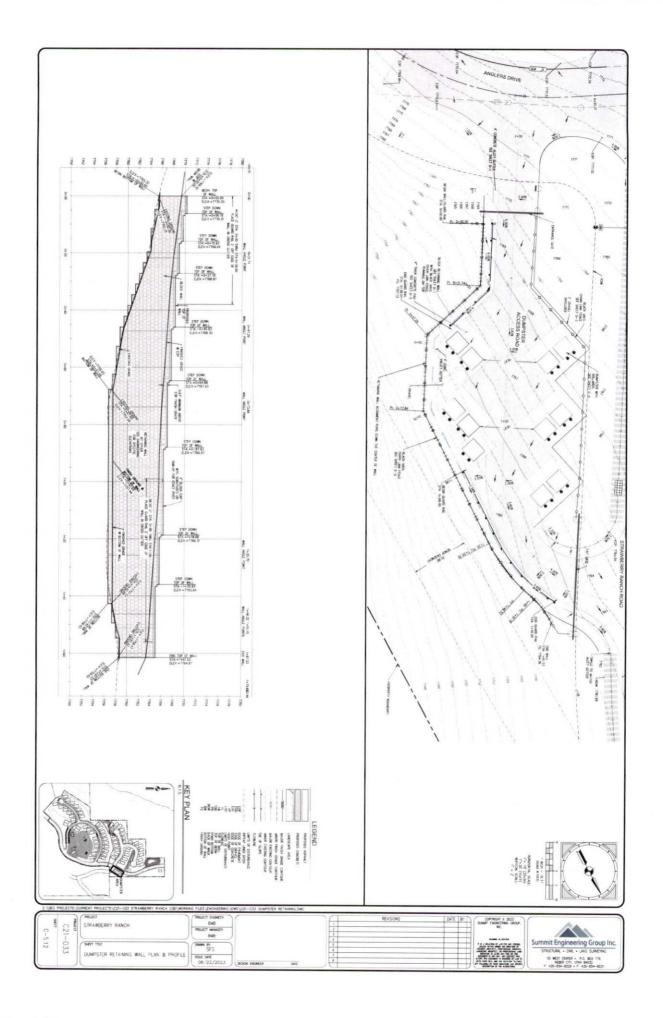


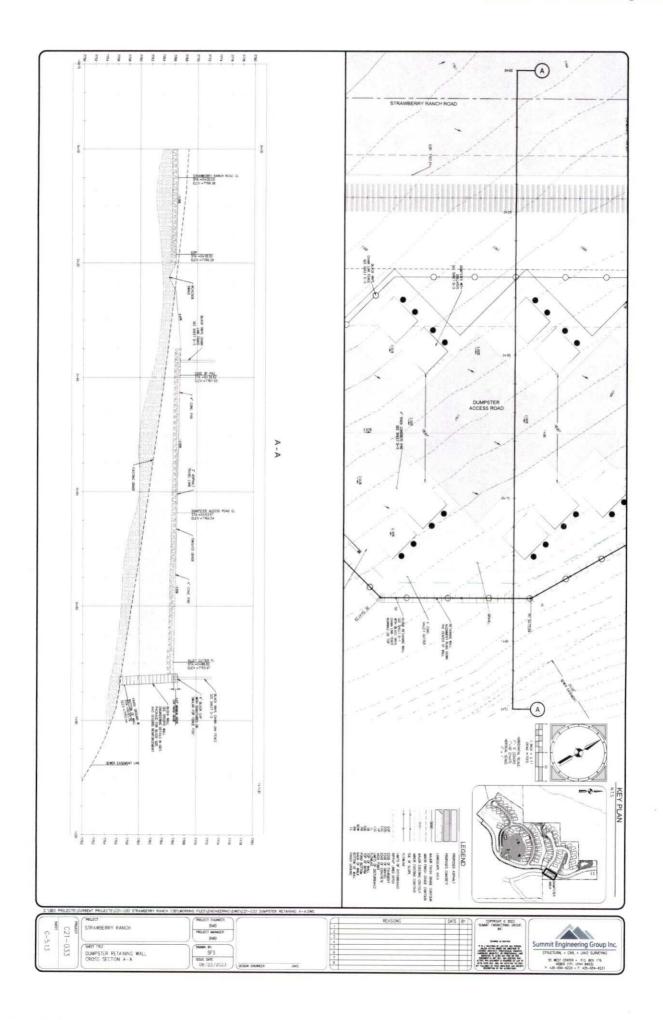


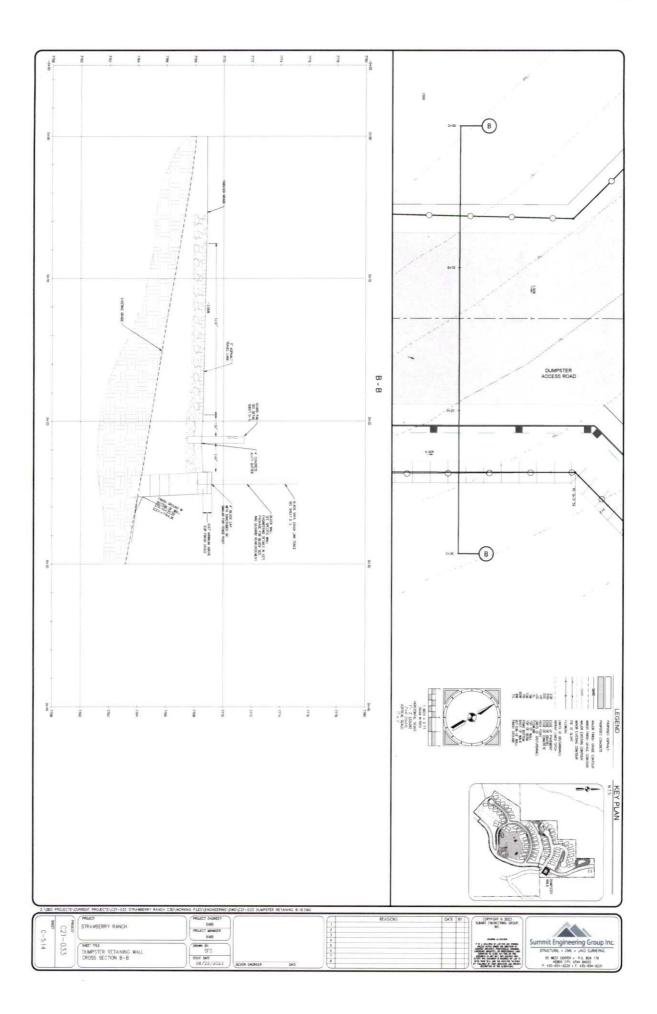


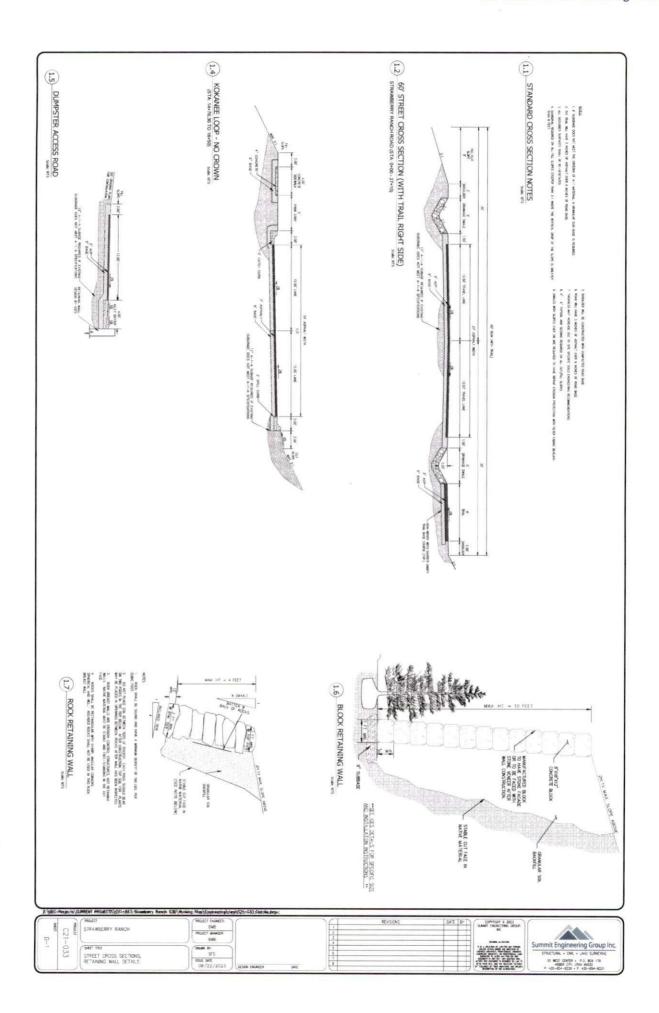


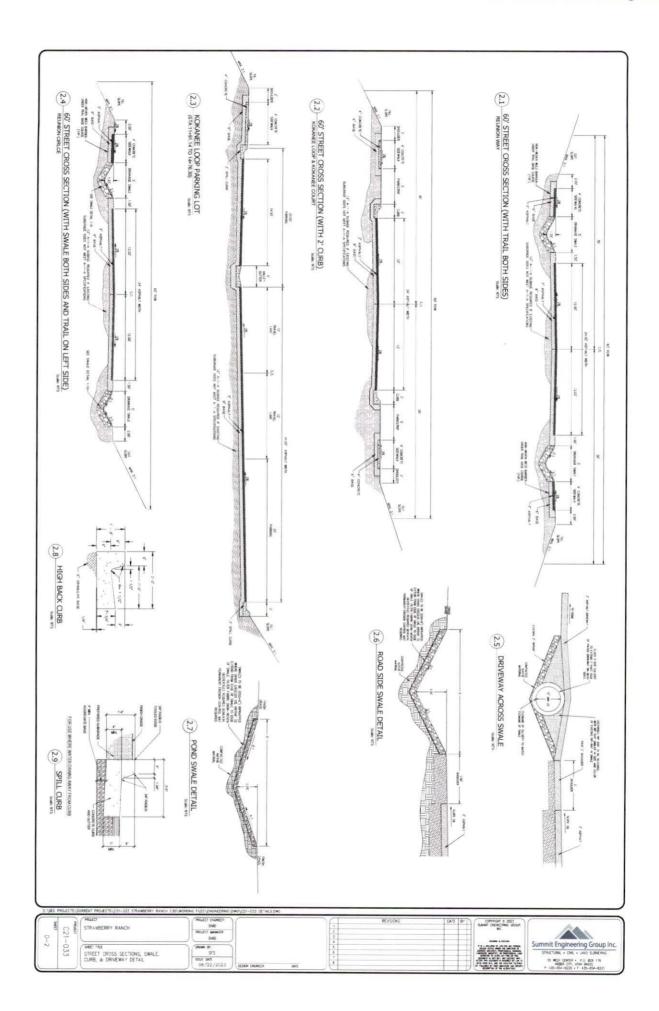


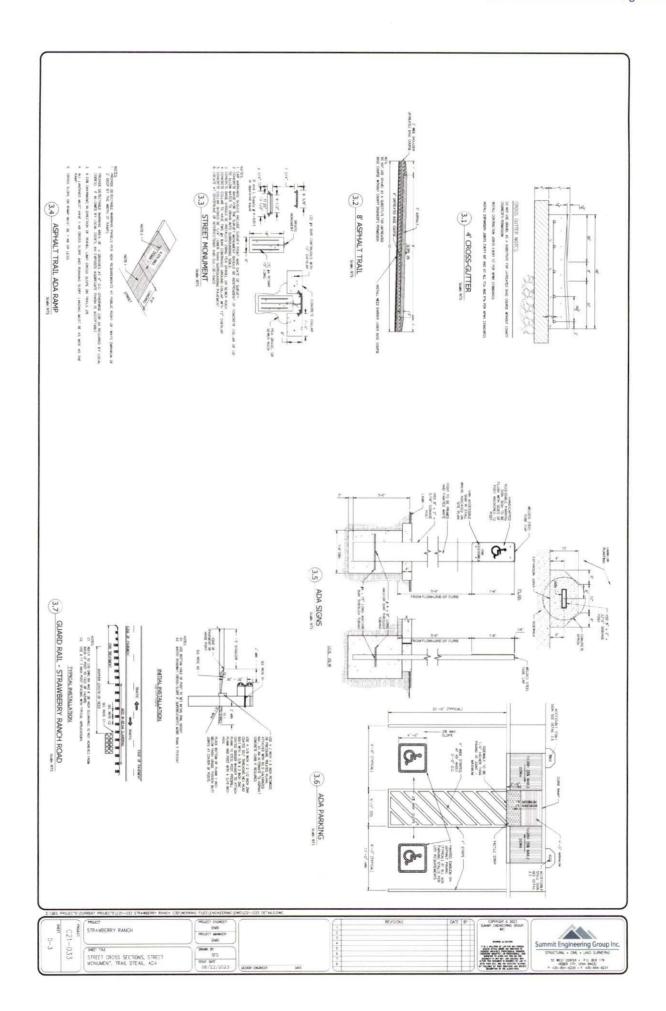


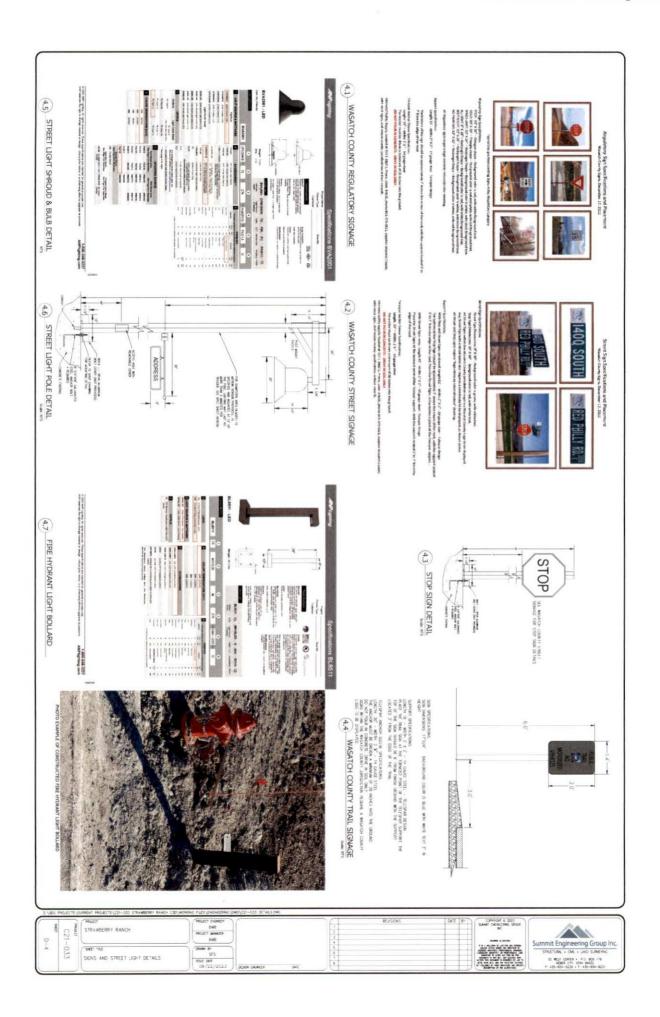


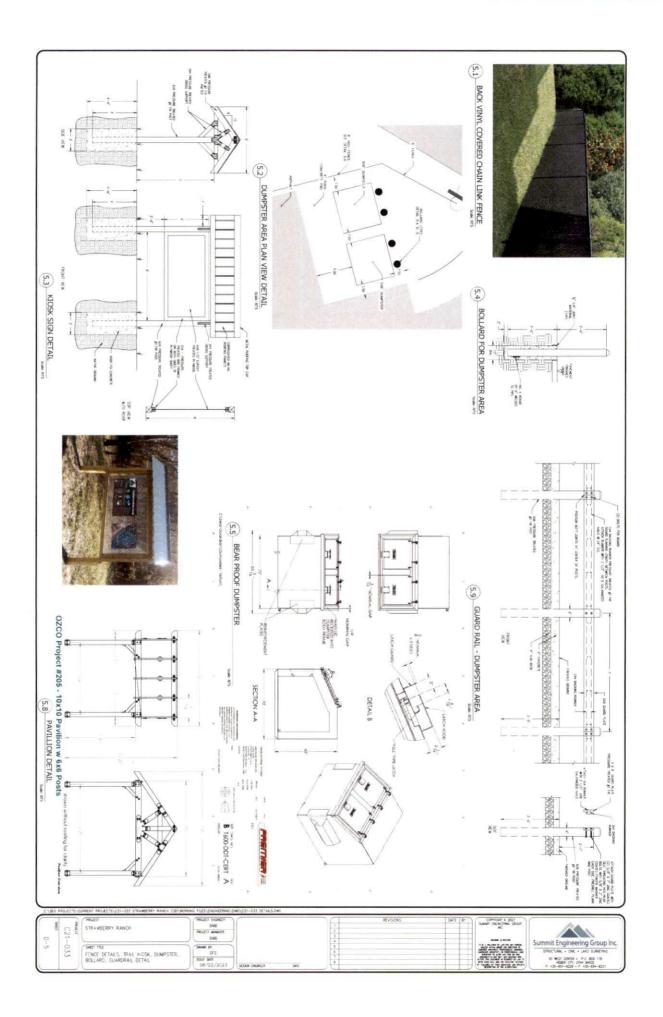


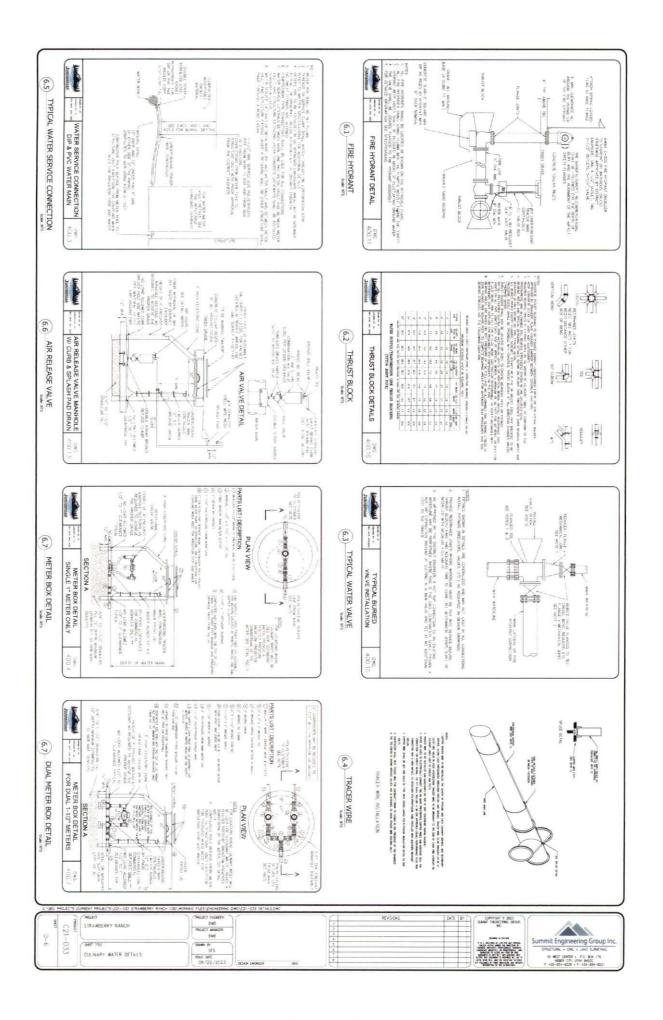


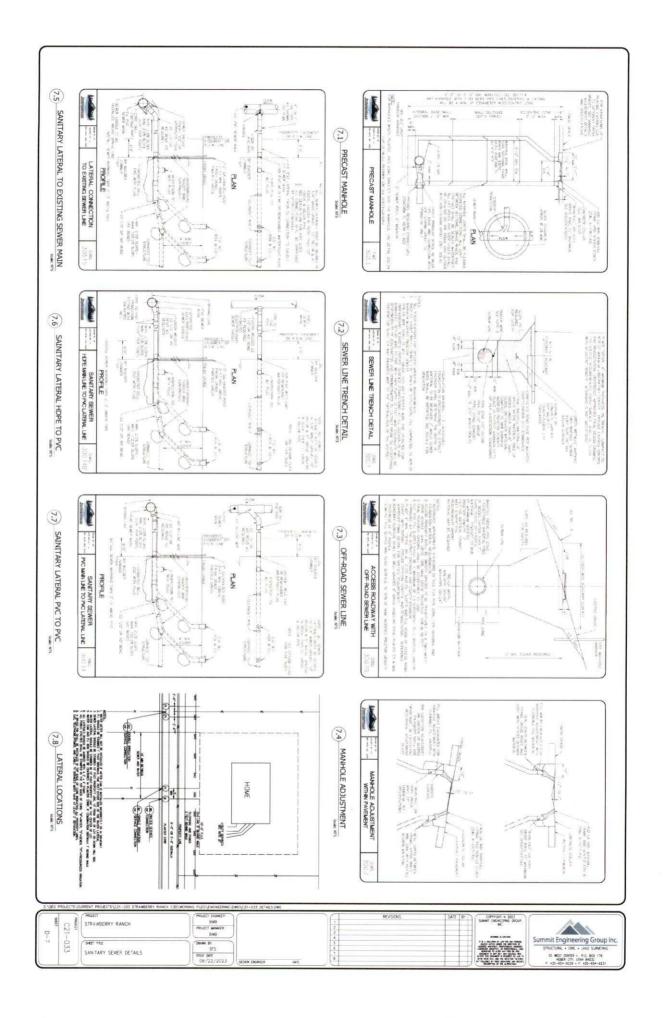


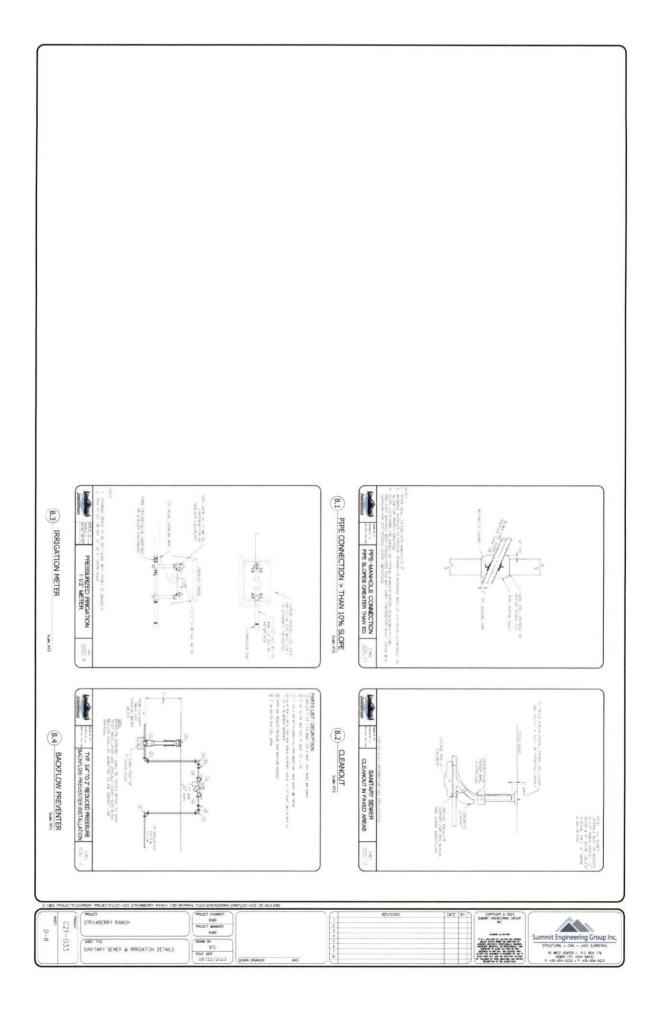


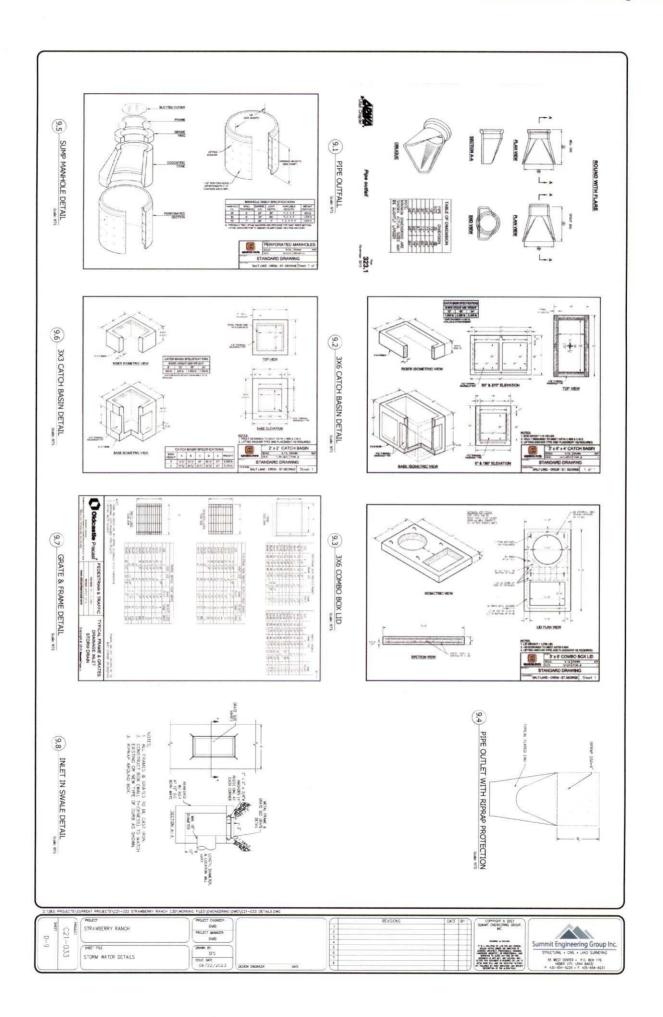












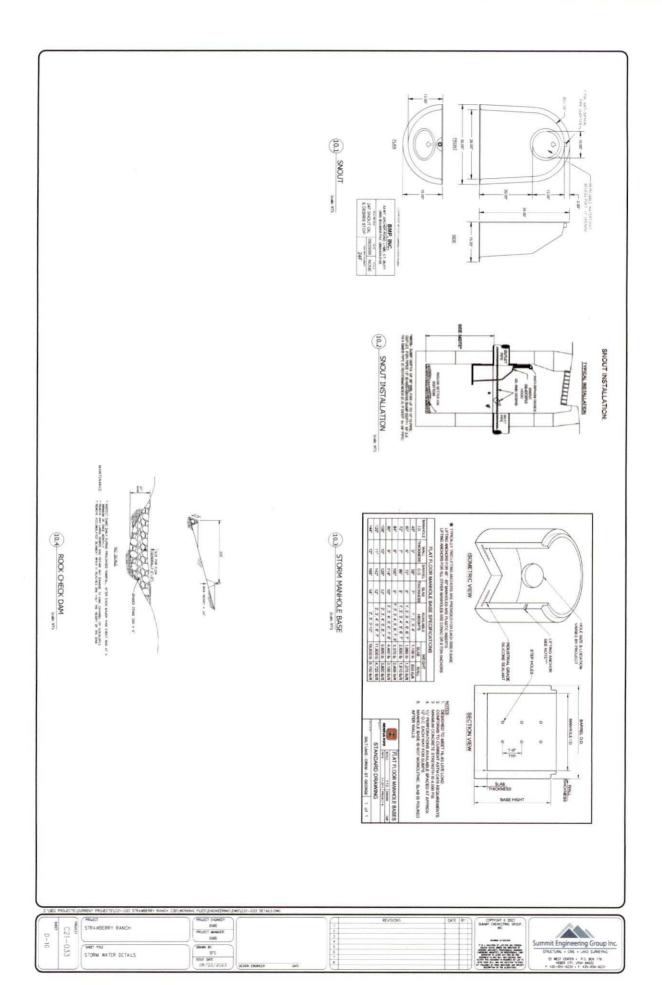


EXHIBIT Ad1-A – Legal Descriptions for Phase 1a and Phase 1b

STRAWBERRY RANCH PHASE 1A AMENDED BOUNDARY LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17. TOWNSHIP 4 SOUTH, RANGE 10 WEST, UINTAH SPECIAL MERIDIAN, SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE UINTAH NATIONAL FOREST BOUNDARY WHICH IS NORTH 317.33 FEET AND WEST 332.06 FEET FROM A FOUND UNITED STATES BUREAU OF RECLAMATION MONUMENT REPRESENTING THE NORTH ONE-QUARTER CORNER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 10 WEST, UINTAH SPECIAL MERIDIAN (BASIS OF BEARINGS FOR THIS DESCRIPTION IS N88°57'56"E BETWEEN A FOUND U.S. B.O.R. MONUMENT REPRESENTING THE NORTH ONE-QUARTER CORNER AND A FOUND U.S. FORESTRY SERVICE MONUMENT REPRESENTING THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 10 WEST, UINTAH SPECIAL MERIDIAN),

AND RUNNING THENCE WEST 169.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 460.00FEET, AND FROM WHICH POINT A RADIAL LINE BEARS \$73°34'03"E; THENCE 28.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°30'08", WITH A CHORD BEARING AND DISTANCE OF \$14°40'53"W 28.11 FEET; THENCE N77°04'11"W 206.62 FEET; THENCE N63°23'57"W 120.54 FEET; THENCE \$76°11'17"W 406.62 FEET; THENCE N56°50'44"W 130.16 FEET TO THE FOREST SERVICE BOUNDARY; THENCE ALONG THE FOREST SERVICE BOUNDARY THE FOLLOWING SEVEN (7) COURSES: (1) N00°12'34"W 260.01 FEET; (2) N89°03'54"E 329.84 FEET; (3) N00°13'38"W 324.03 FEET; (4) N89°07'01"E 329.65 FEET; (5) N00°16'20"W 323.71 FEET; (6) N89°10'24"E 329.58 FEET; (7) S00°17'24"E 970.10 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 14.167 ACRES, OR 617,130 SQUARE FEET.

STRAWBERRY RANCH PHASE 1B BOUNDARY LEGAL DESCRIPTION

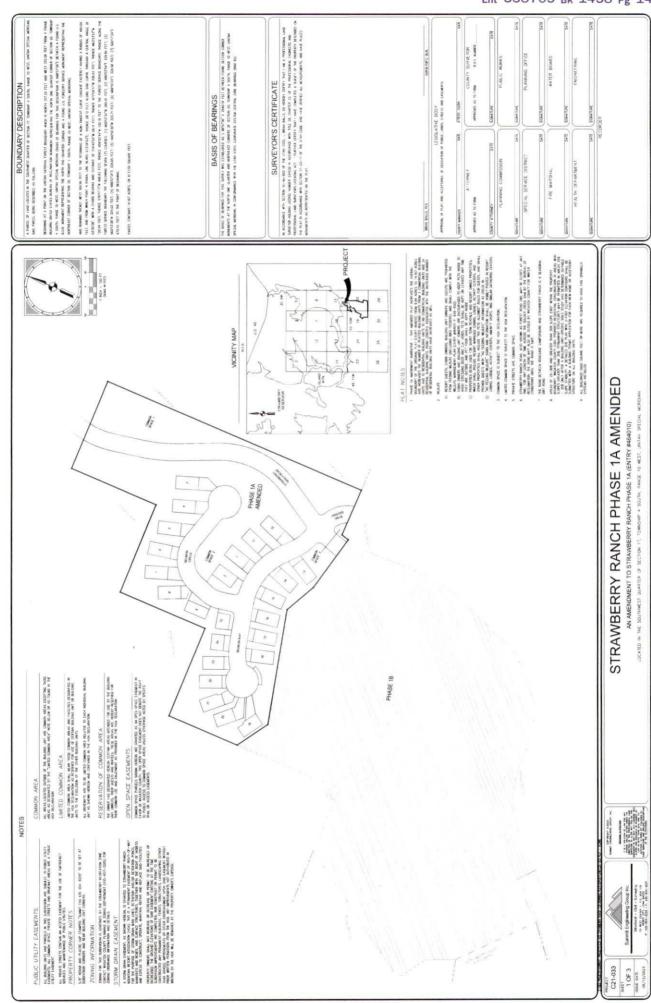
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, THE NORTHEAST QUARTER OF SECTION 19, AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 10 WEST, UINTAH SPECIAL MERIDIAN. SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE UINTAH NATIONAL FOREST BOUNDARY WHICH IS NORTH 290.13 FEET AND WEST 509.15 FEET FROM THE FOUND BUREAU OF RECLAMATION MONUMENT REPRESENTING THE NORTH ONE-QUARTER CORNER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 10 WEST, UINTAH SPECIAL MERIDIAN (BASIS OF BEARINGS FOR THIS DESCRIPTION IS N88°57'56"E BETWEEN THE FOUND B.O.R. MONUMENT REPRESENTING THE NORTH ONE-QUARTER CORNER AND THE FOUND U.S. FORESTRY SERVICE MONUMENT REPRESENTING THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 10 WEST, UINTAH SPECIAL MERIDIAN),

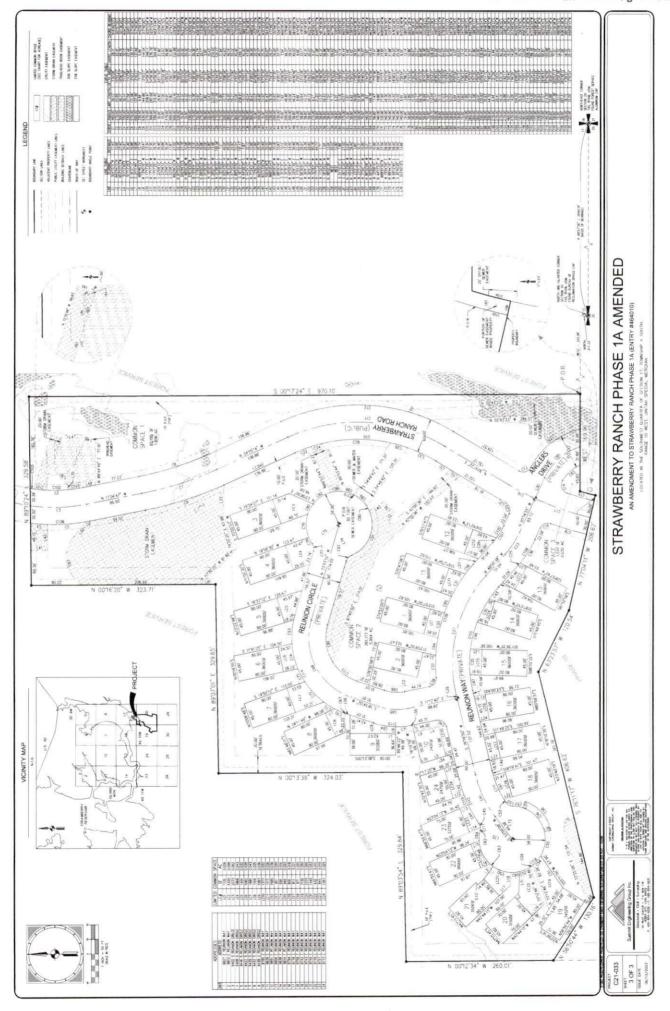
SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 460.00 FEET AND FROM WHICH POINT A RADIAL LINE BEARS \$77°04'11"E; THENCE 132.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°28'55", WITH A CHORD BEARING AND DISTANCE OF SO4°41'21"W 131.87 FEET: THENCE SO3°33'06"E 80.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 660.00 FEET; THENCE 292.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°25'05", WITH A CHORD BEARING AND DISTANCE OF S09°09'26"W 290.40 FEET; THENCE S21°53'35"W 167.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 340.00 FEET; THENCE 403.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67°59'18", WITH A CHORD BEARING AND DISTANCE OF S55°53'13"W 380.19 FEET; THENCE S89°52'52"W 50.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 320.00 FEET; THENCE 276.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°32'03", WITH A CHORD BEARING AND DISTANCE OF S65°06'51"W 268.12 FEET; THENCE S40°20'49"W 112.27 FEET; THENCE N49°39'11"W 80.00 FEET; THENCE S41°02'08"W 163.37 FEET TO THE KESSLER PROPERTY BOUNDARY RECORDED AS ENTRY # 423253; THENCE ALONG SAID BOUNDARY N47°47'41"W 312.09 FEET; THENCE N24°05'40"W 107.70 FEET; THENCE N56°34'23"W 115.84 FEET; THENCE N32°57'41"E 532.87 FEET TO THE FOREST SERVICE BOUNDARY; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES; (1) N88°56'53"E 234.21 FEET; (2) N00°12'34"W 388.72 FEET TO THE STRAWBERRY MOUNTAIN RESORT PHASE 1A AMENDED BOUNDARY THE FOLLOWING FOUR (4) COURSES; (1) S56°50'44"E 130.16 FEET; (2) N76°11'17"E 406.62 FEET; (3) S63°23'57"E 120.54 FEET; (4) S77°04'11"E 206.62 FEET TO THE POINT OF BEGINNING.

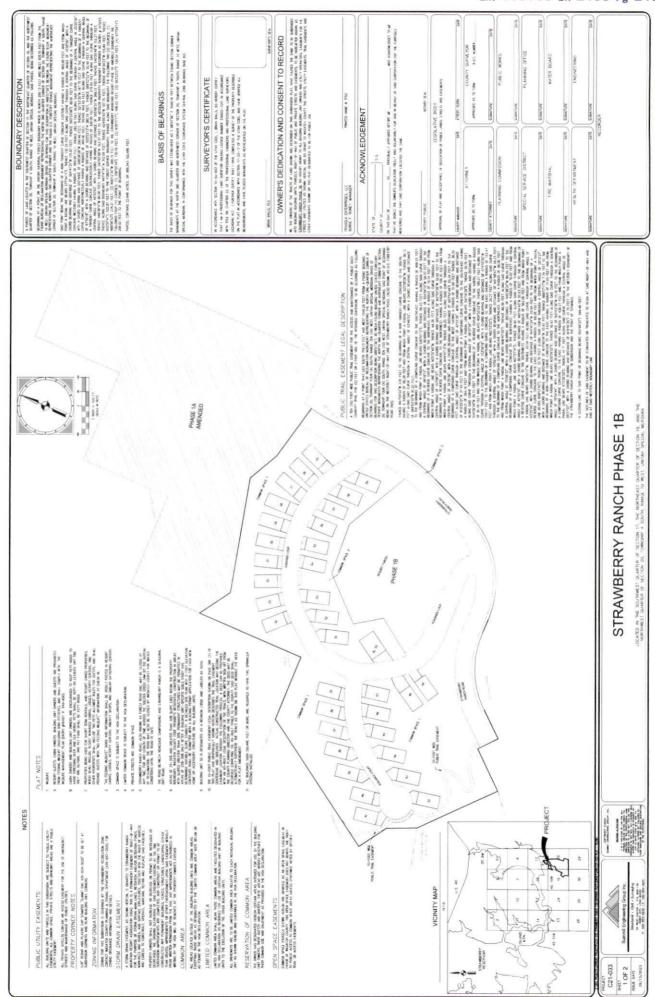
PARCEL CONTAINS 22.648 ACRES, OR 986,543 SQUARE FEET.

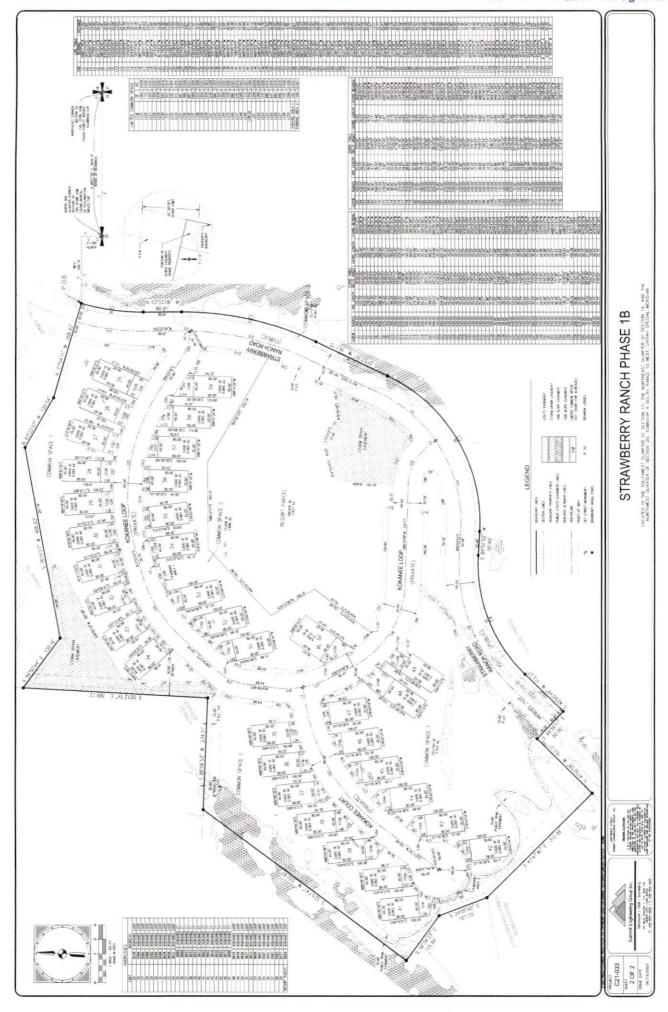
EXHIBIT Ad1-B - Phase 1a and Phase 1b Final Plans

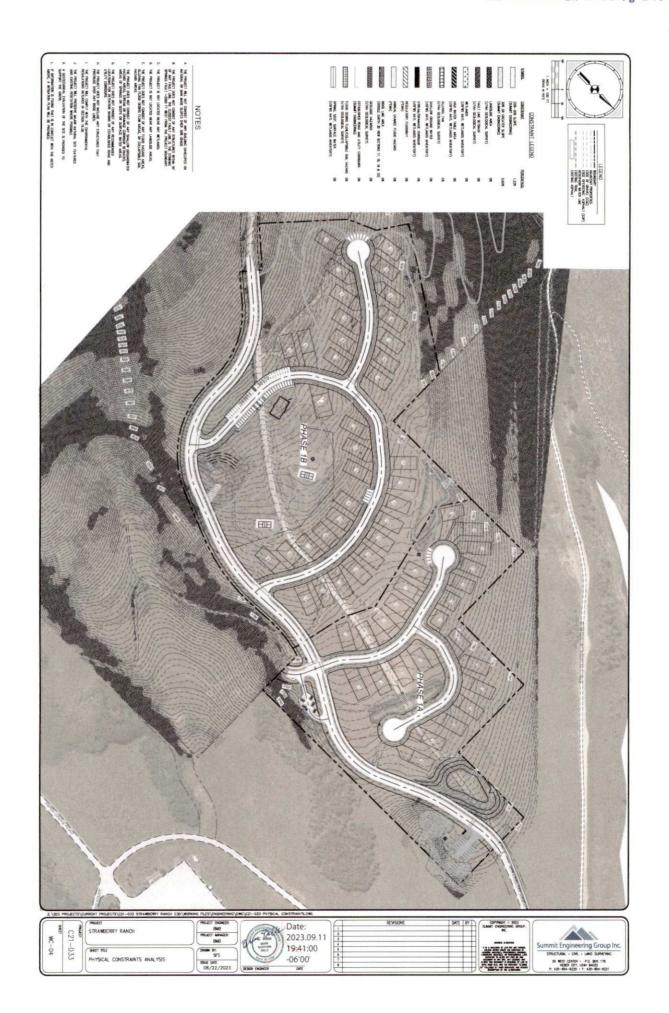


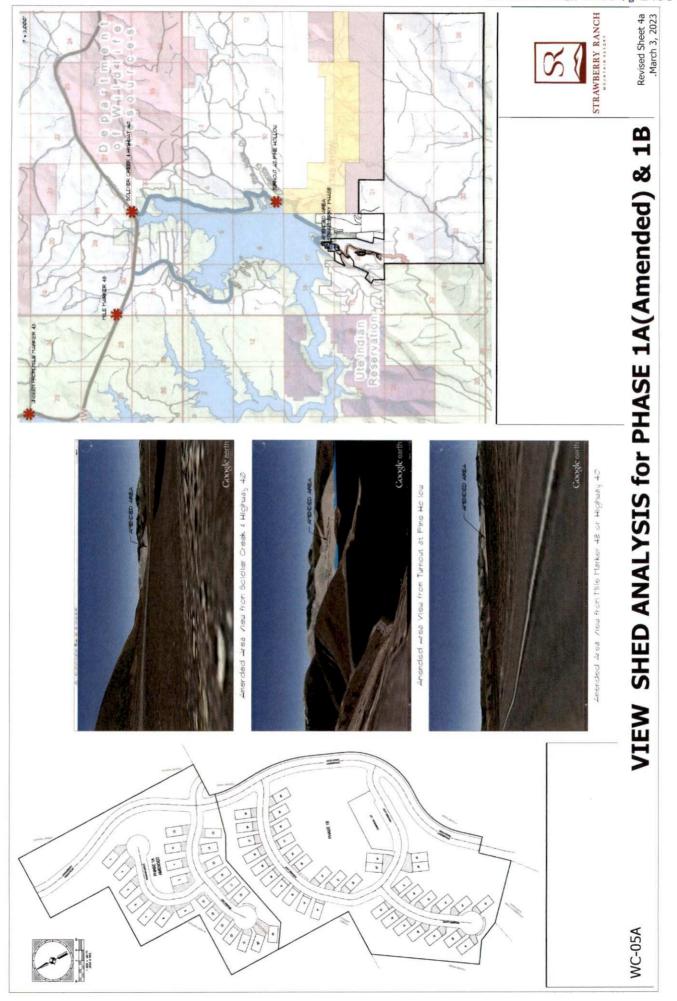
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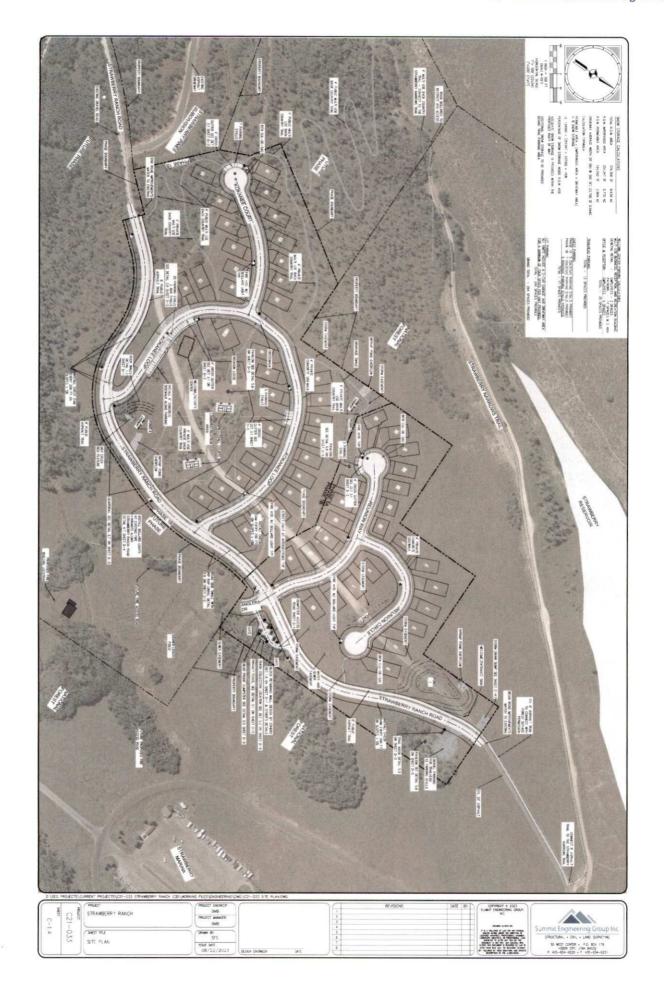




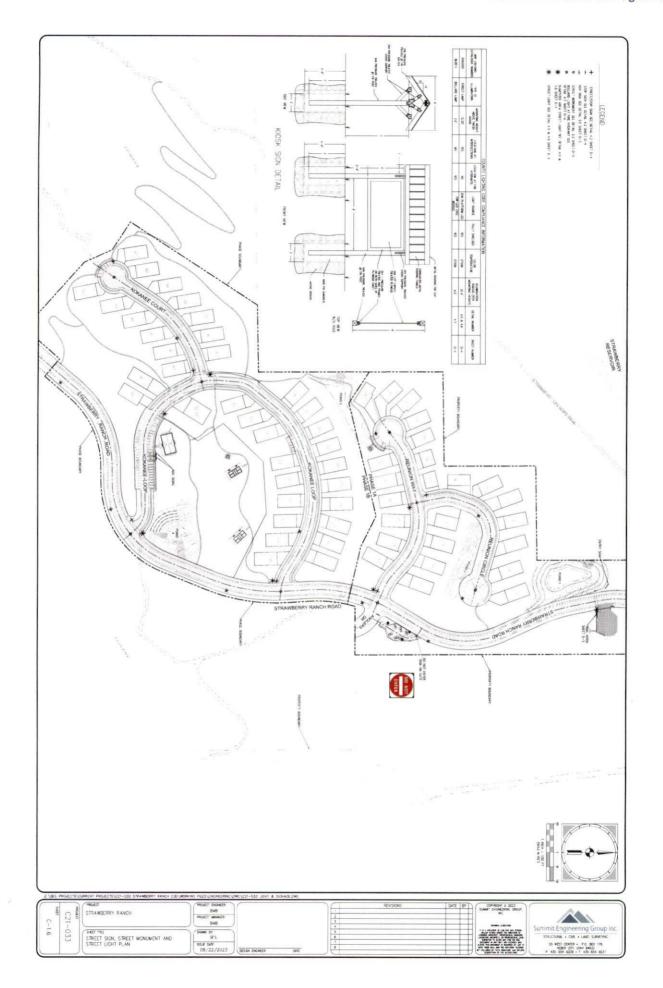


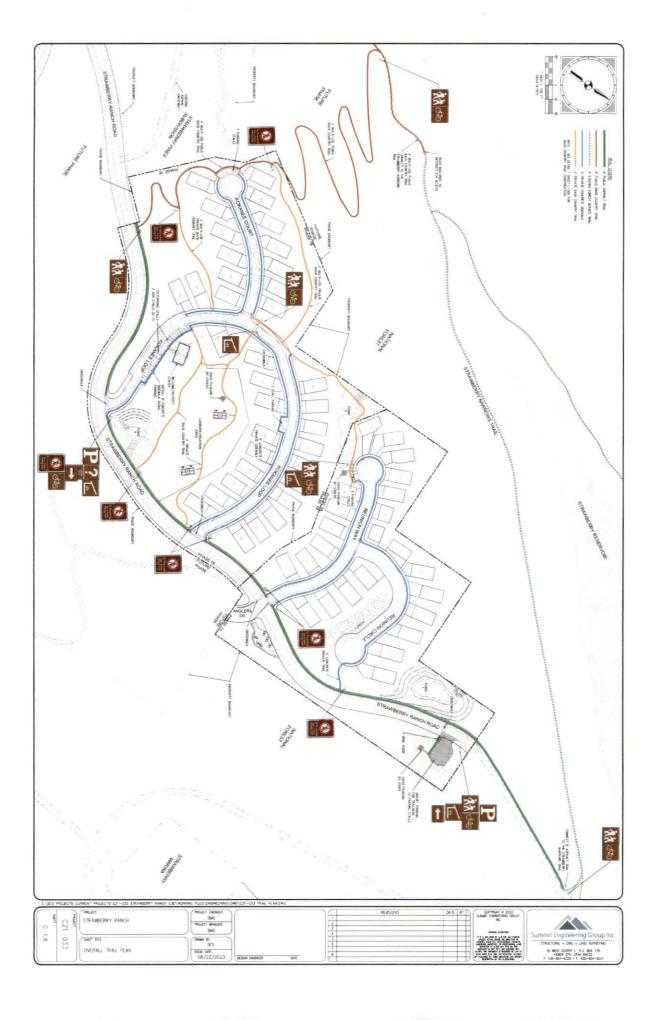


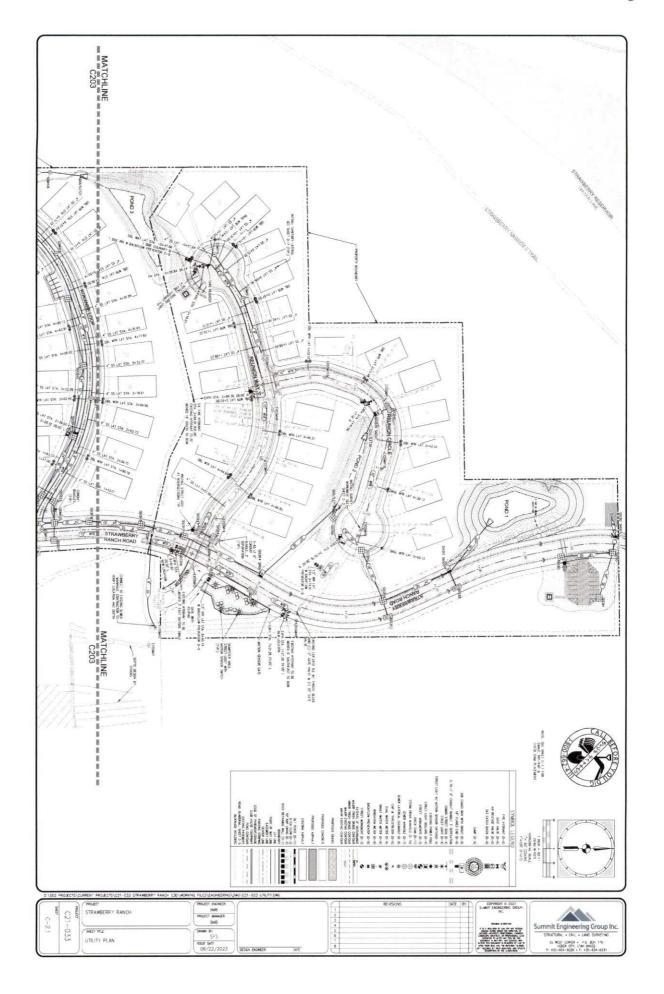


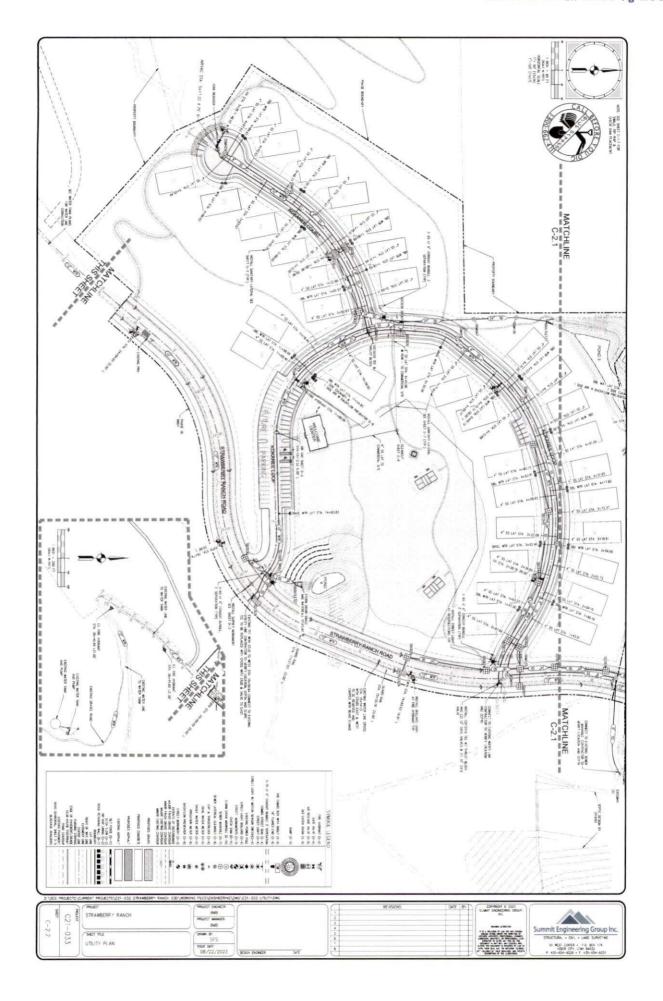


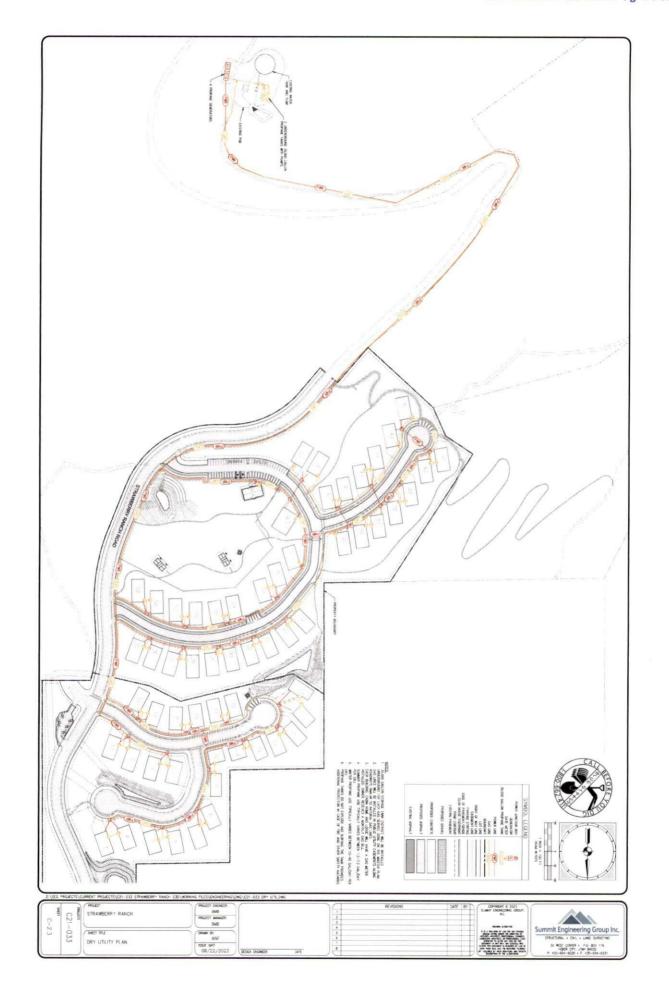




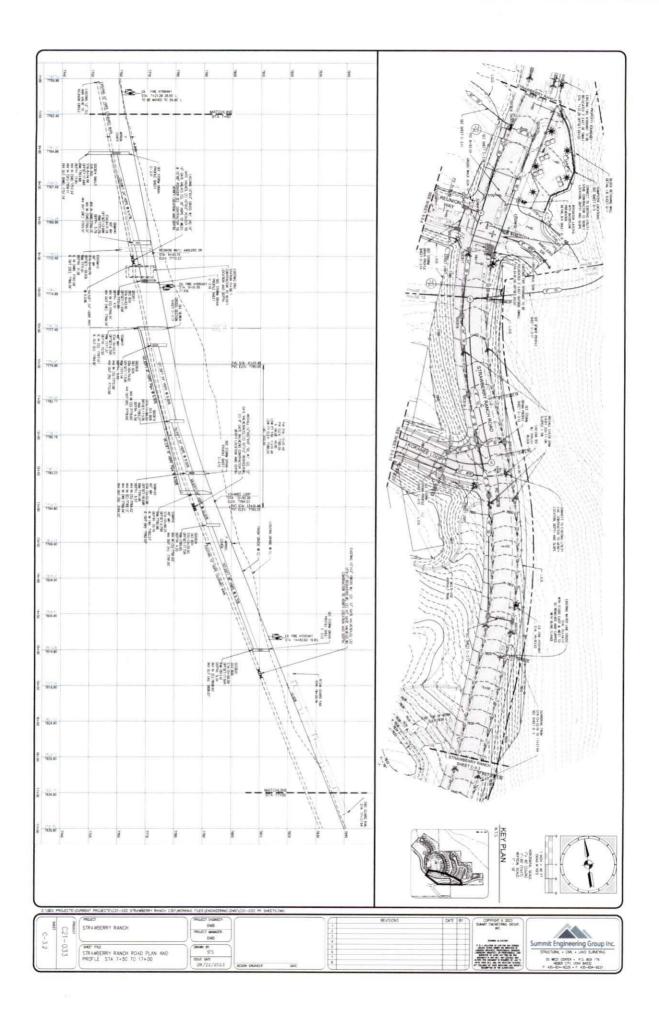


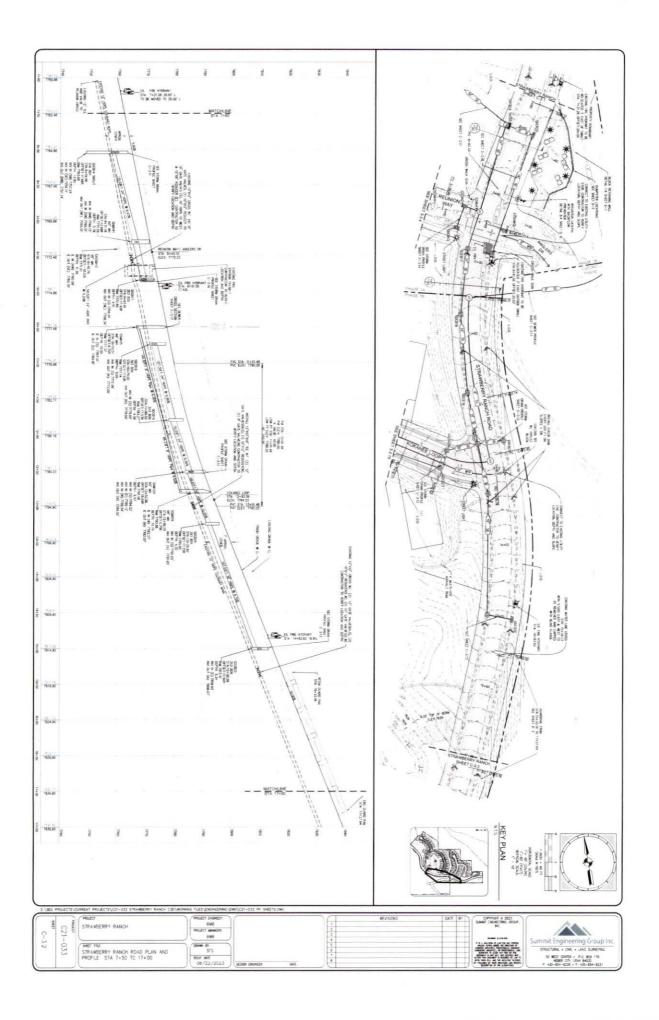


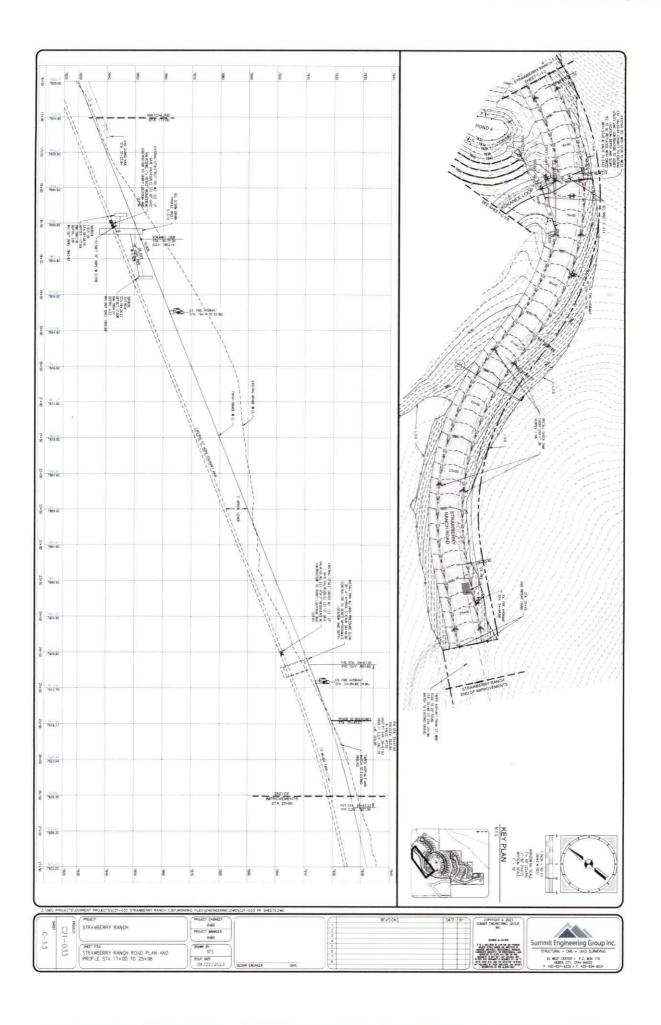


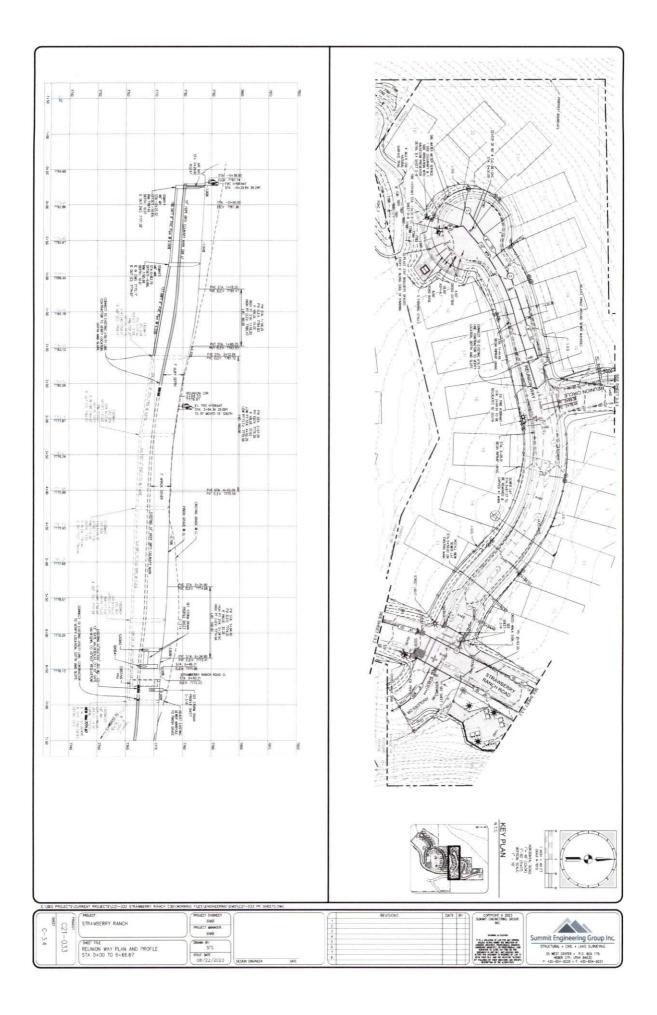


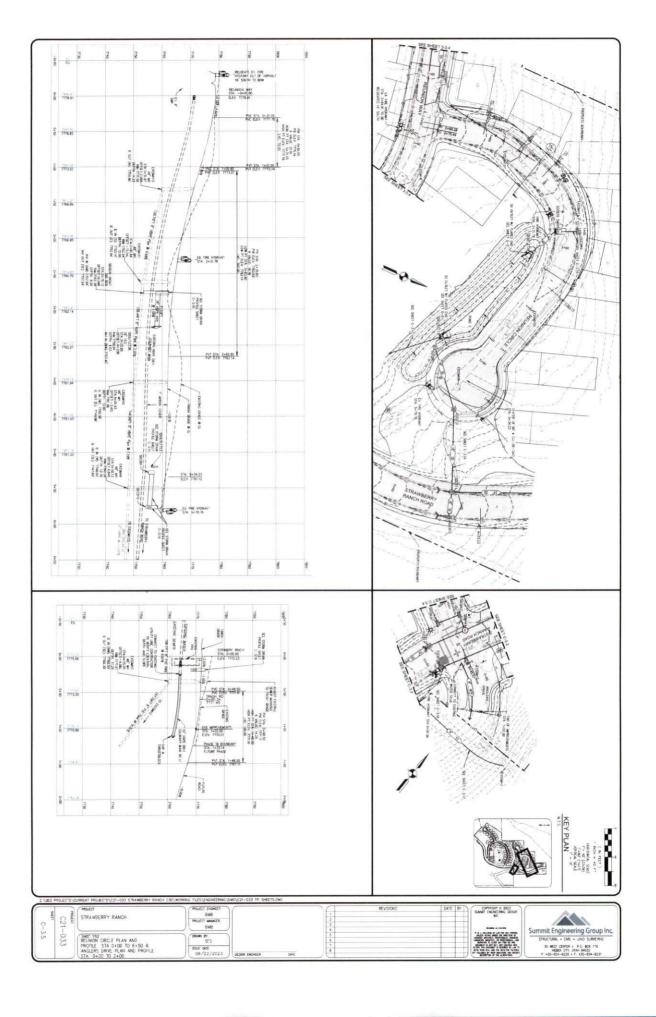


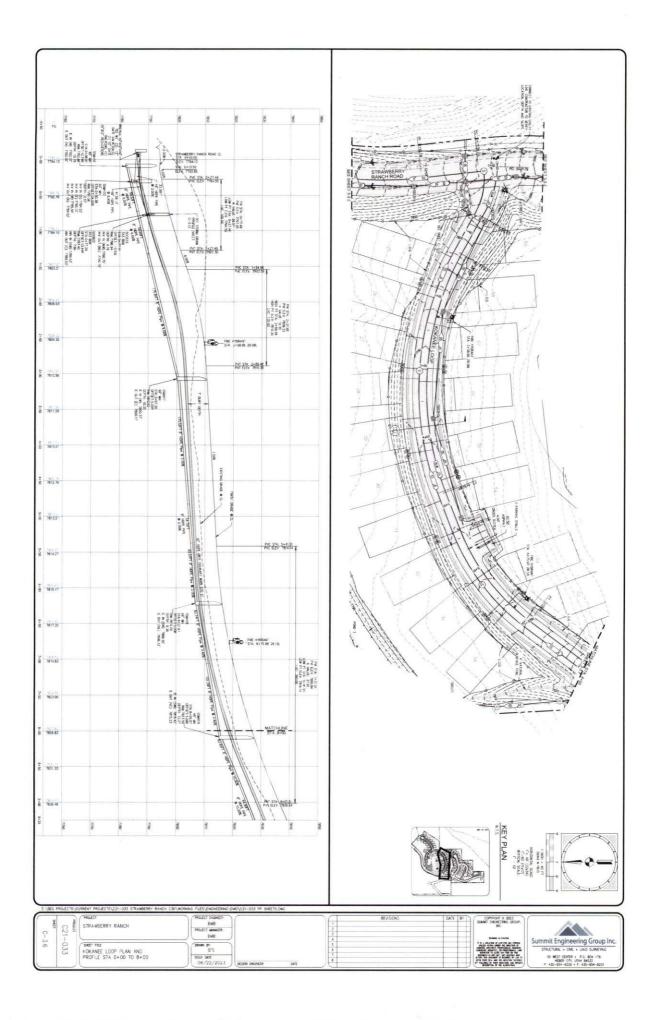


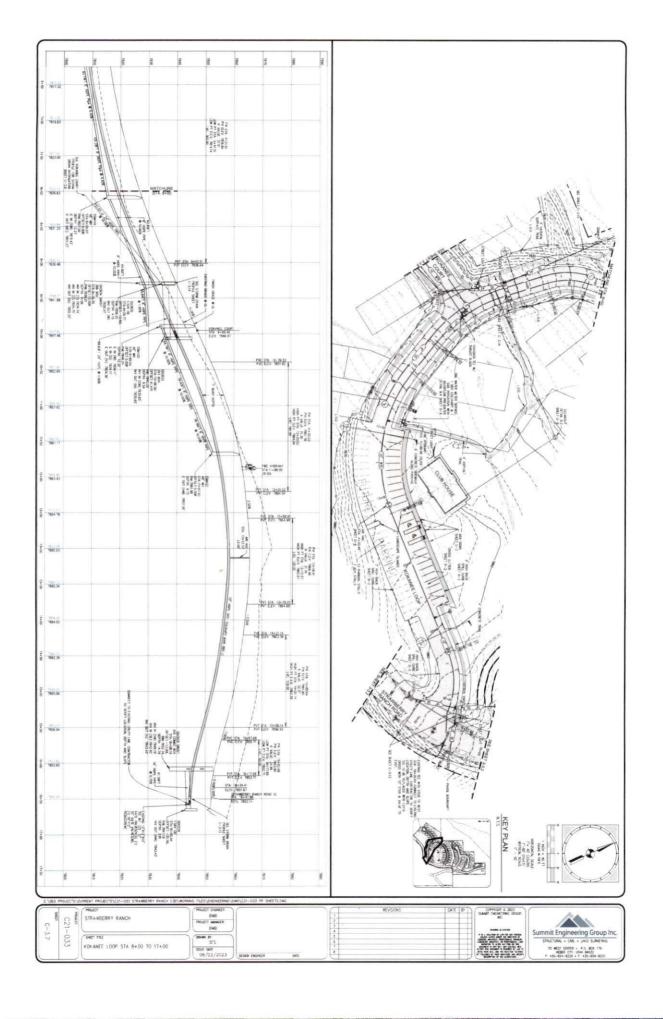


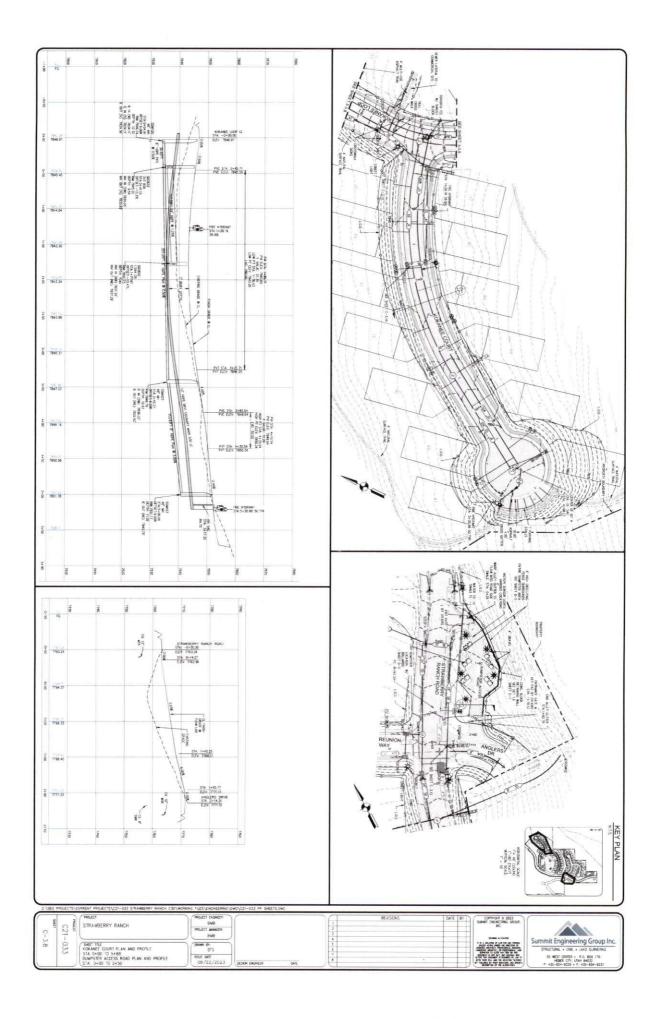


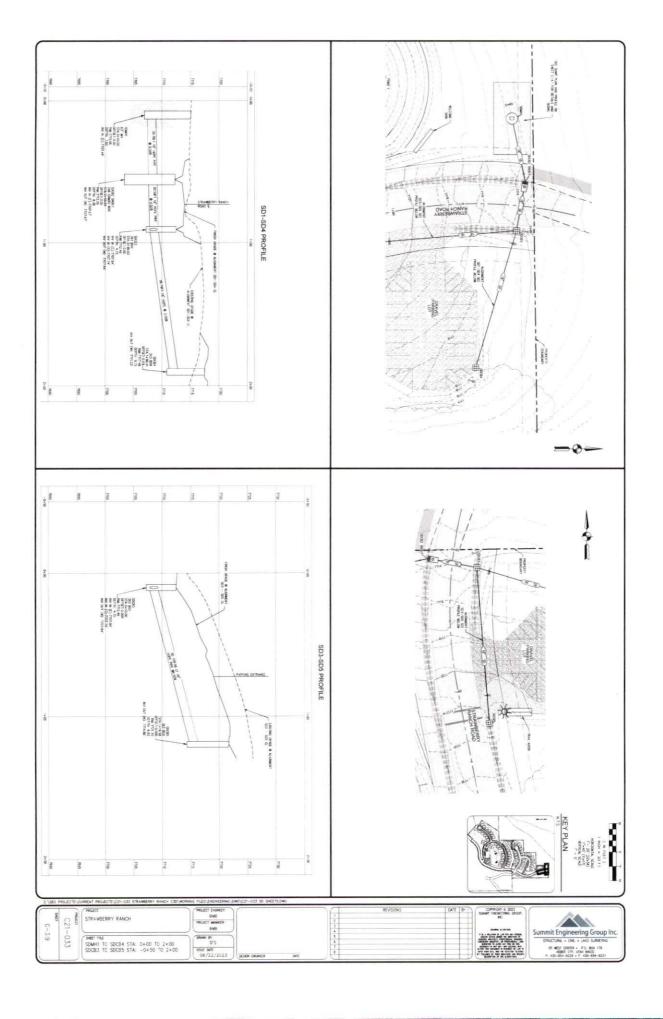


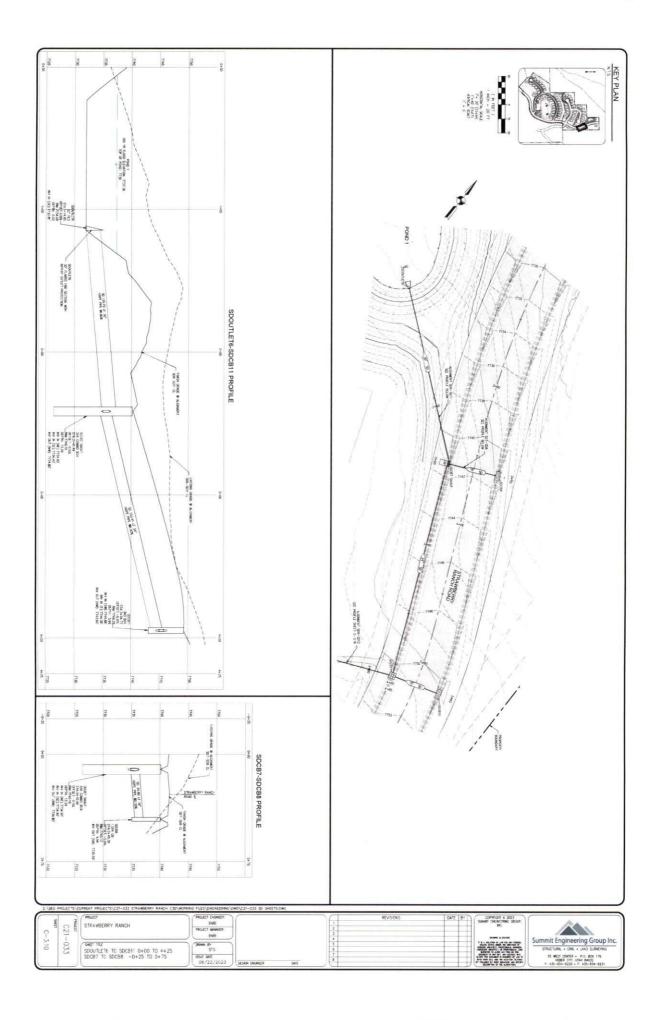


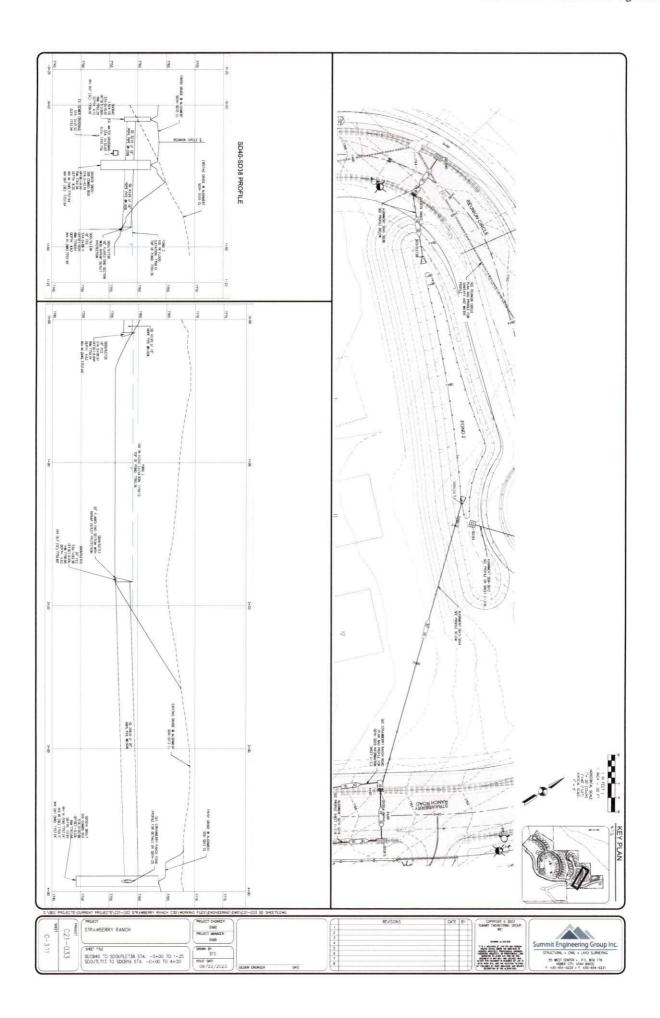


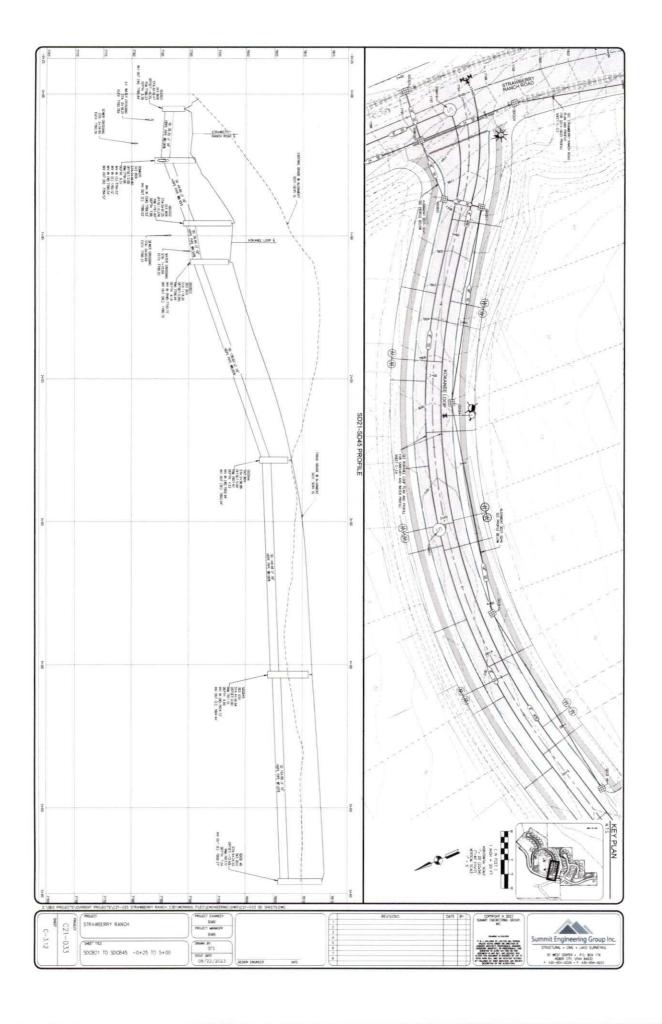


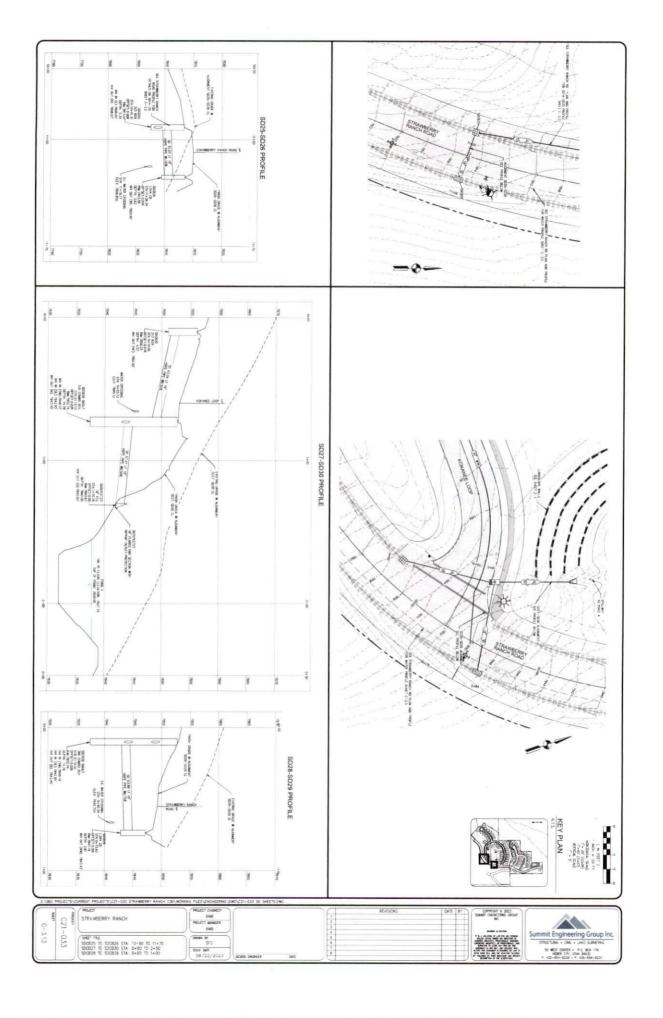


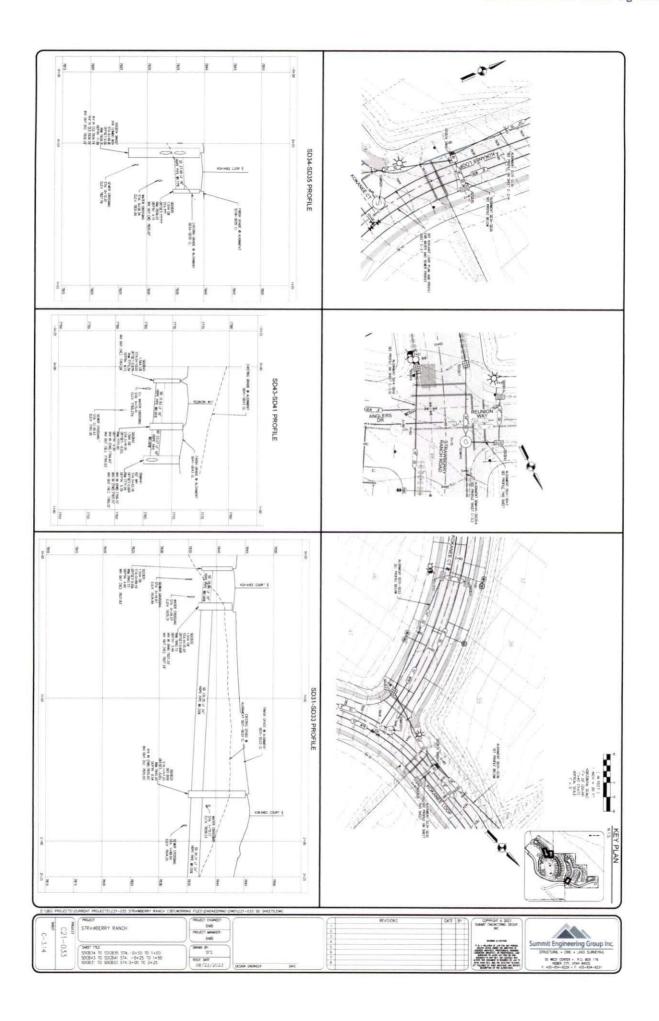


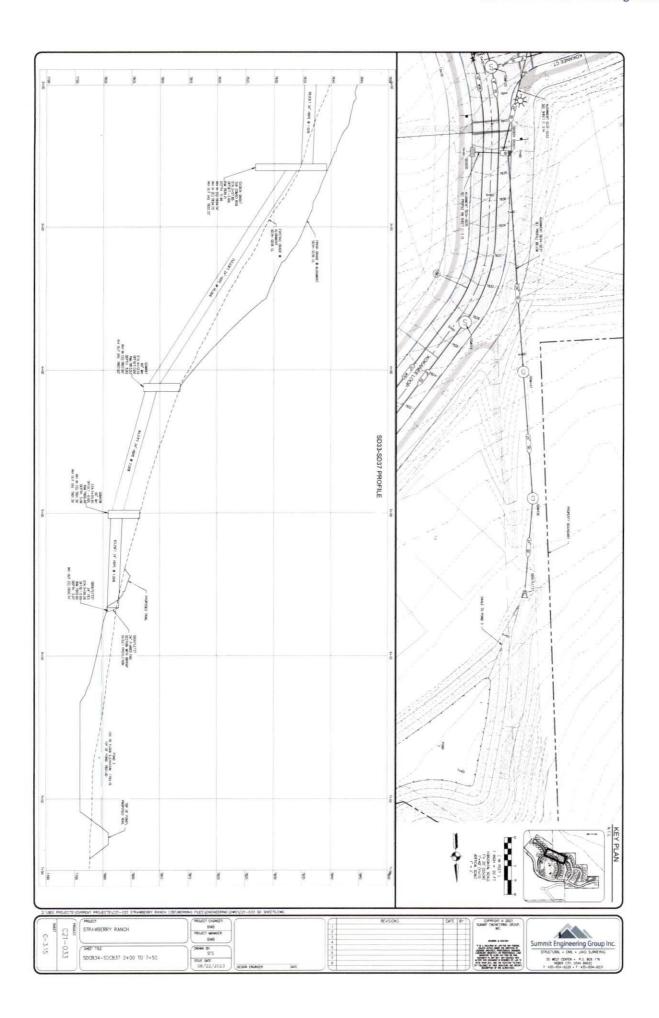


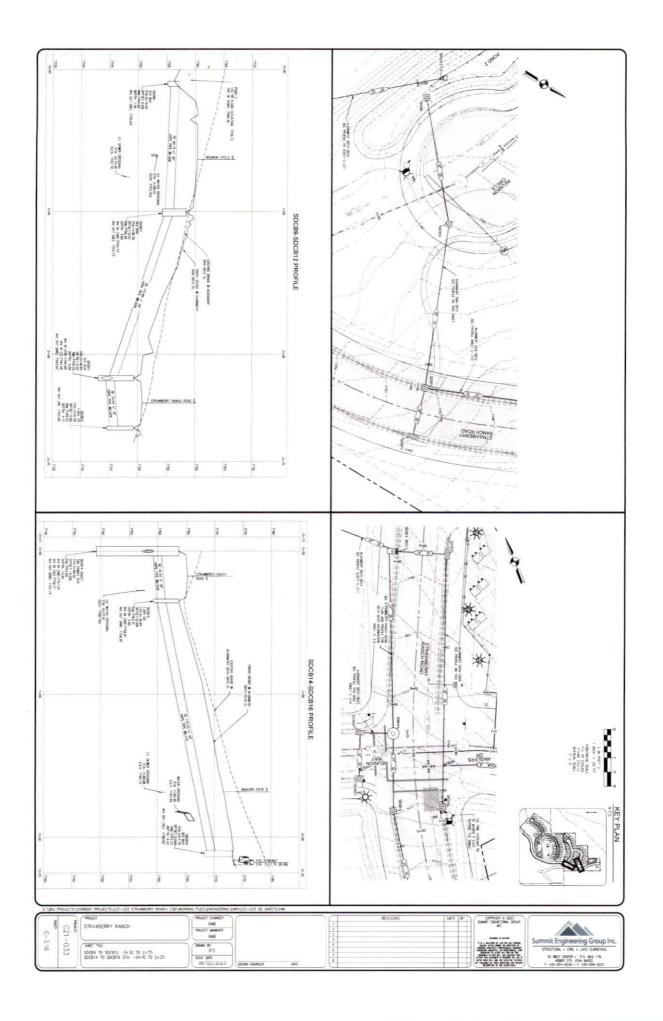




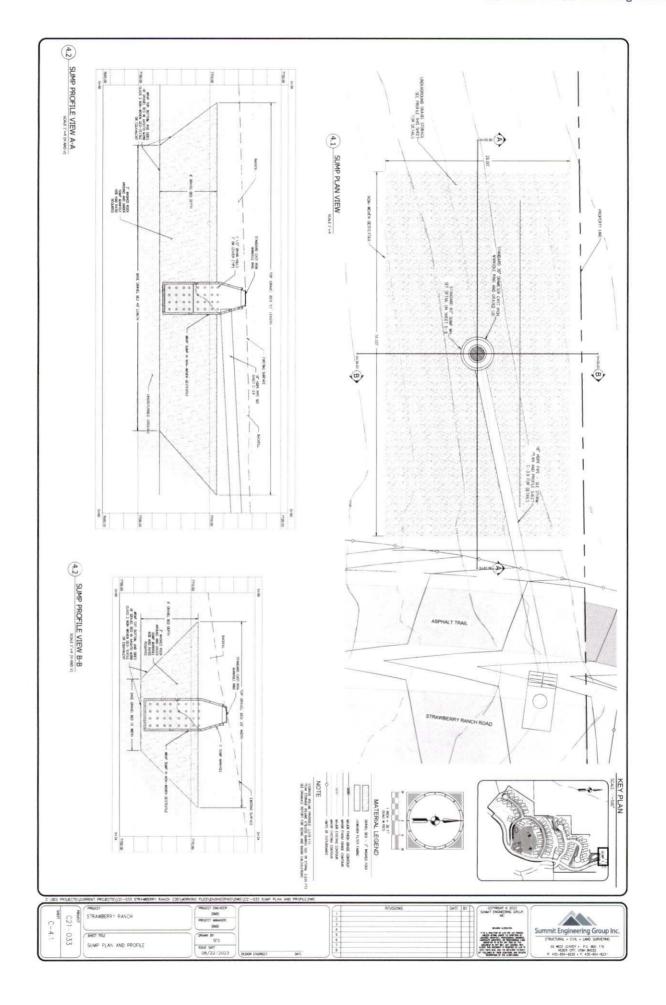


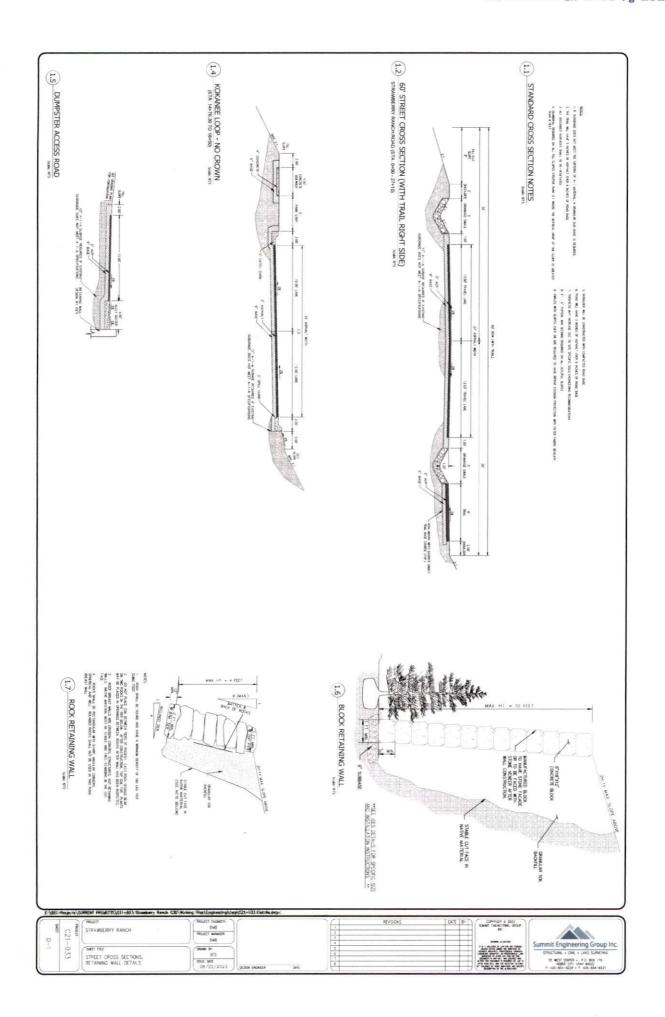


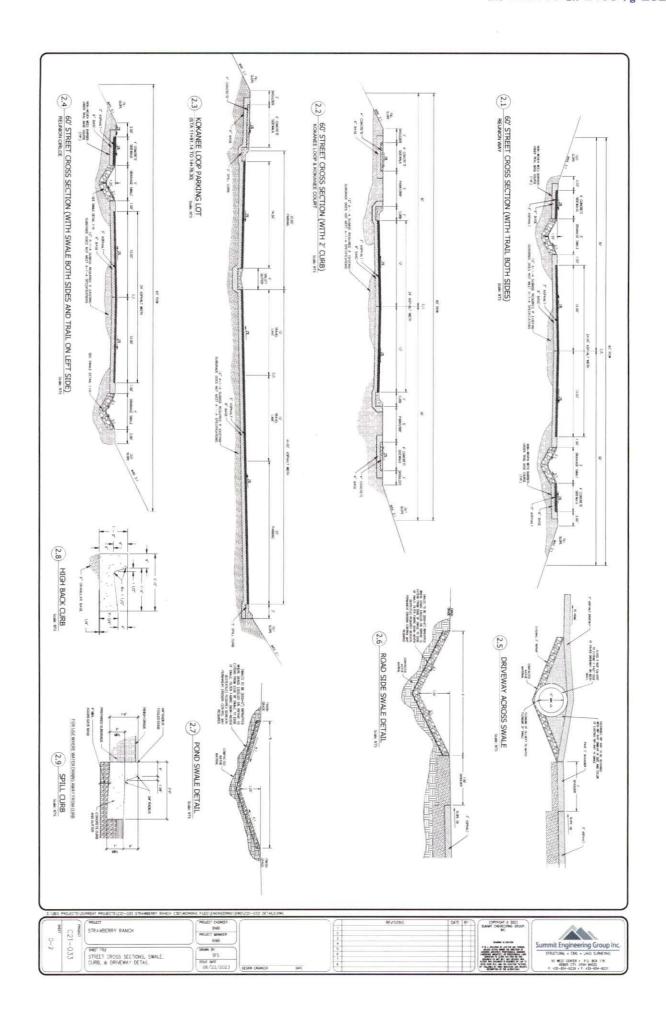


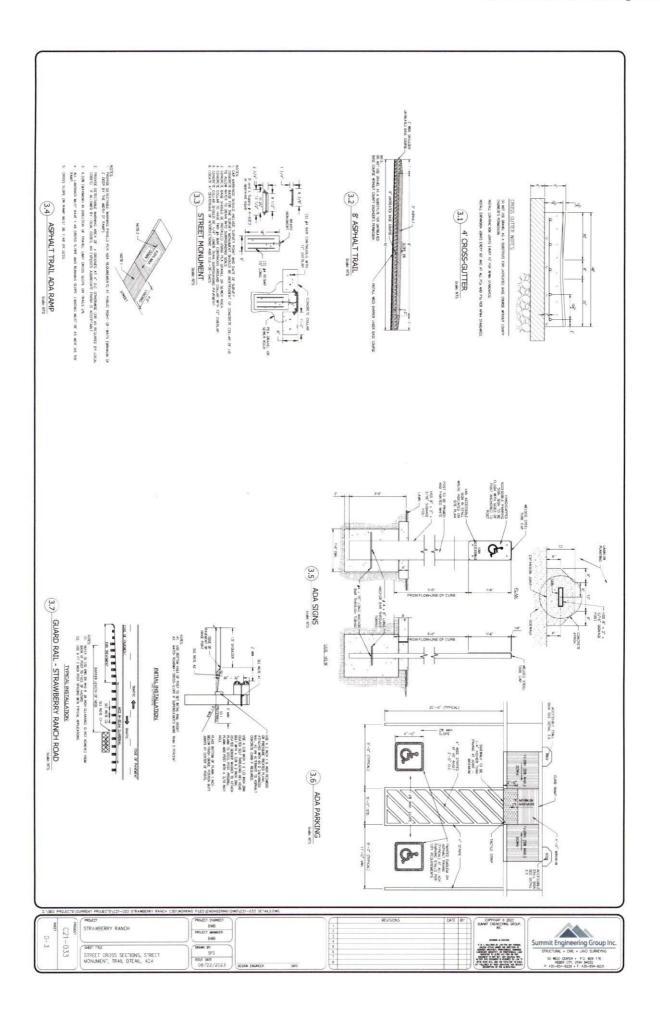


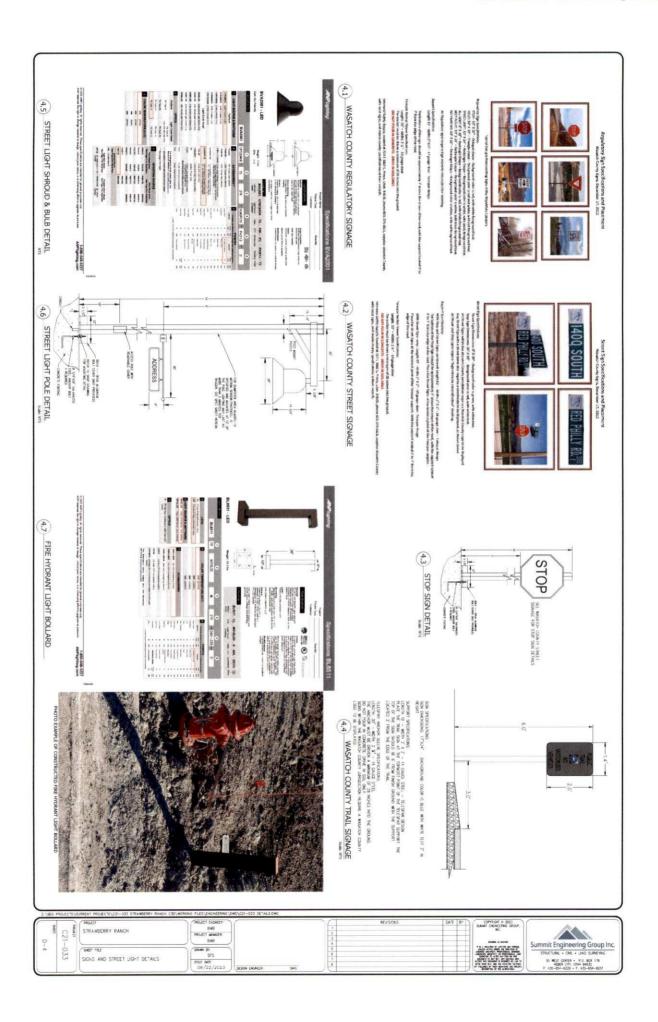


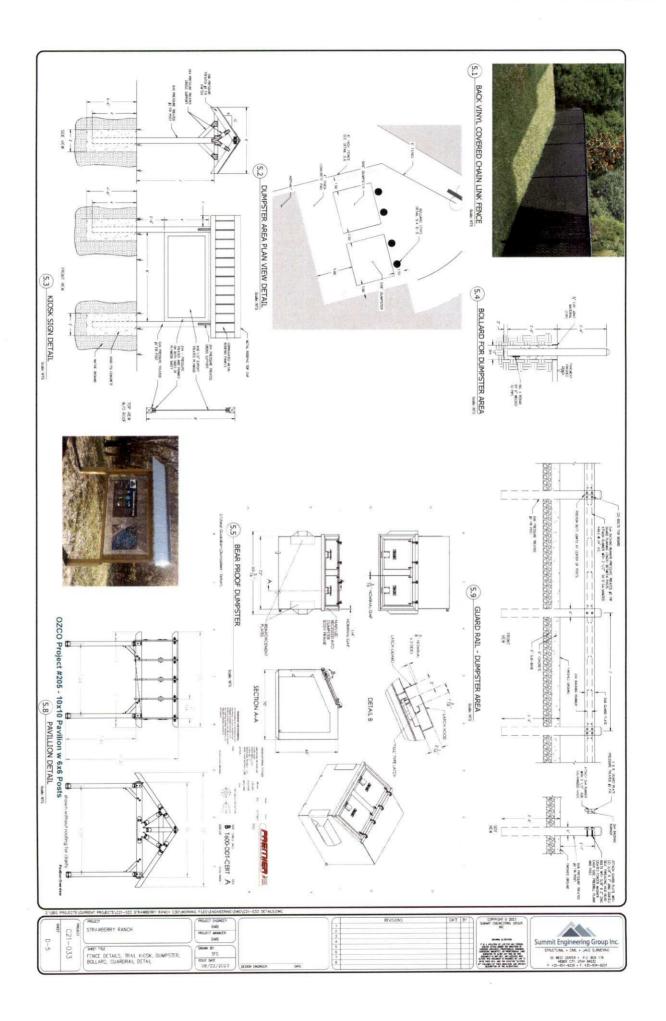


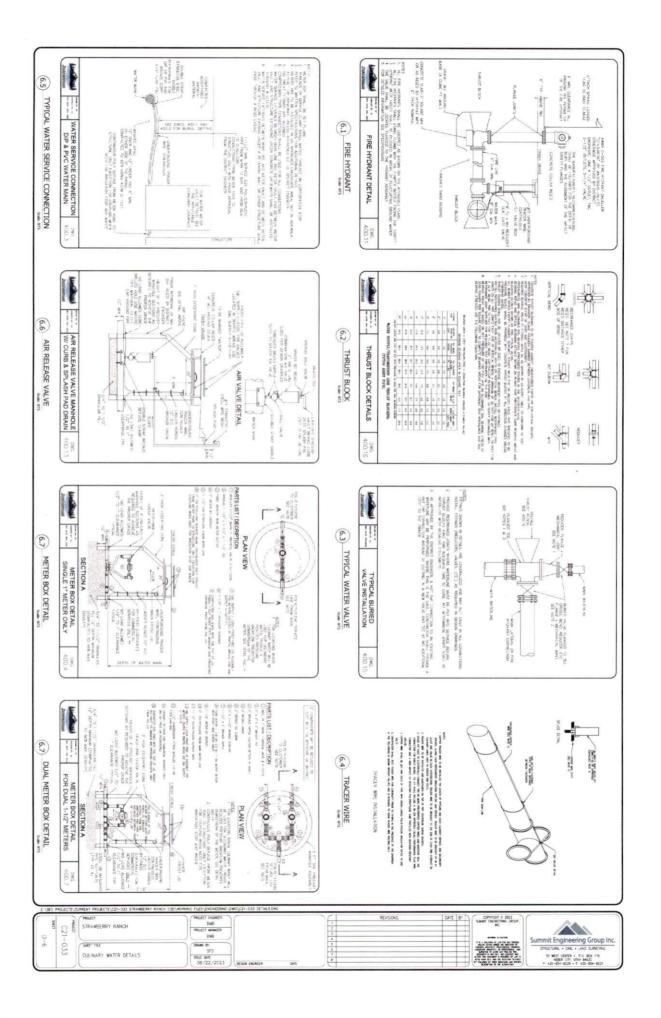


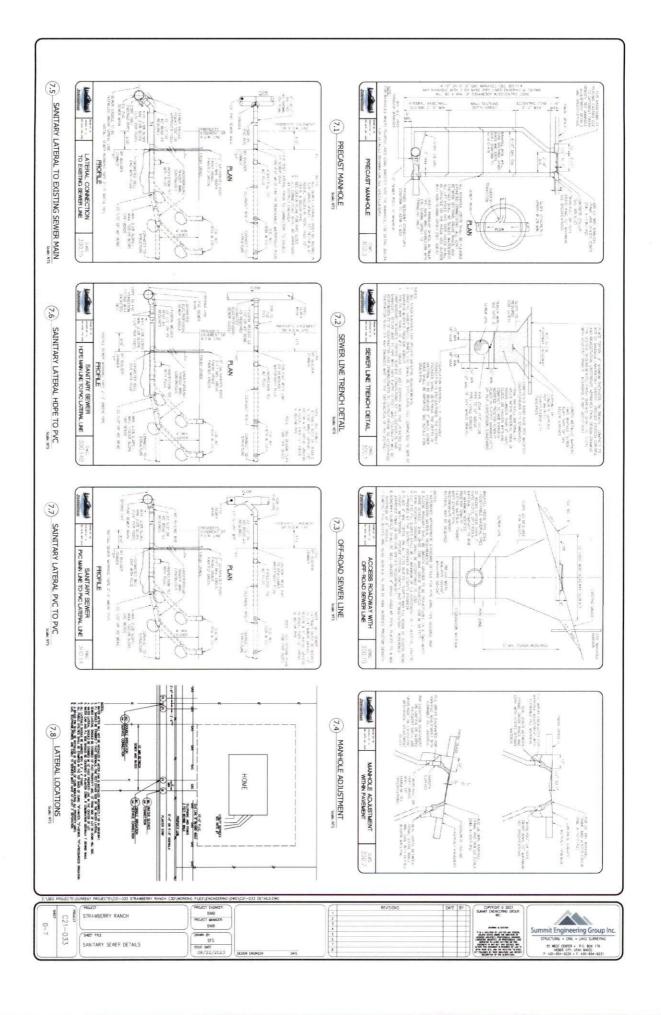


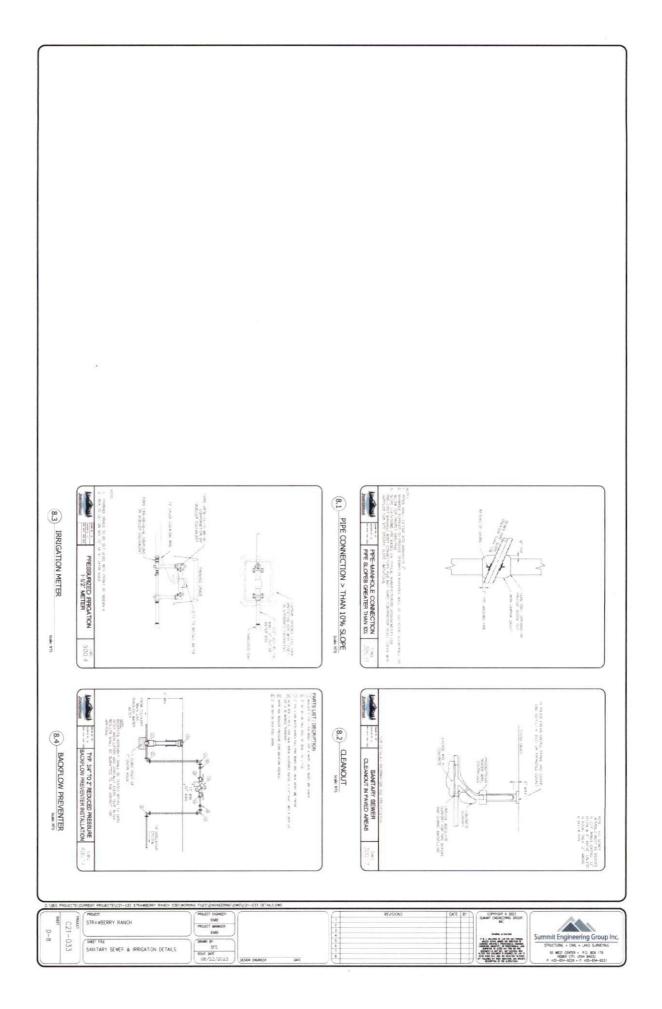


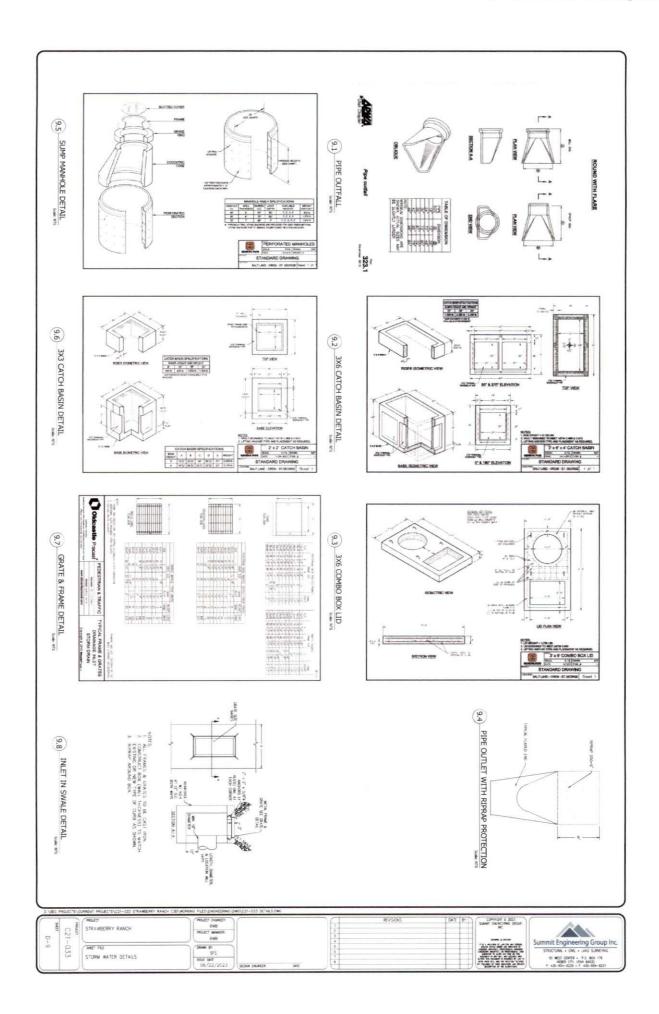


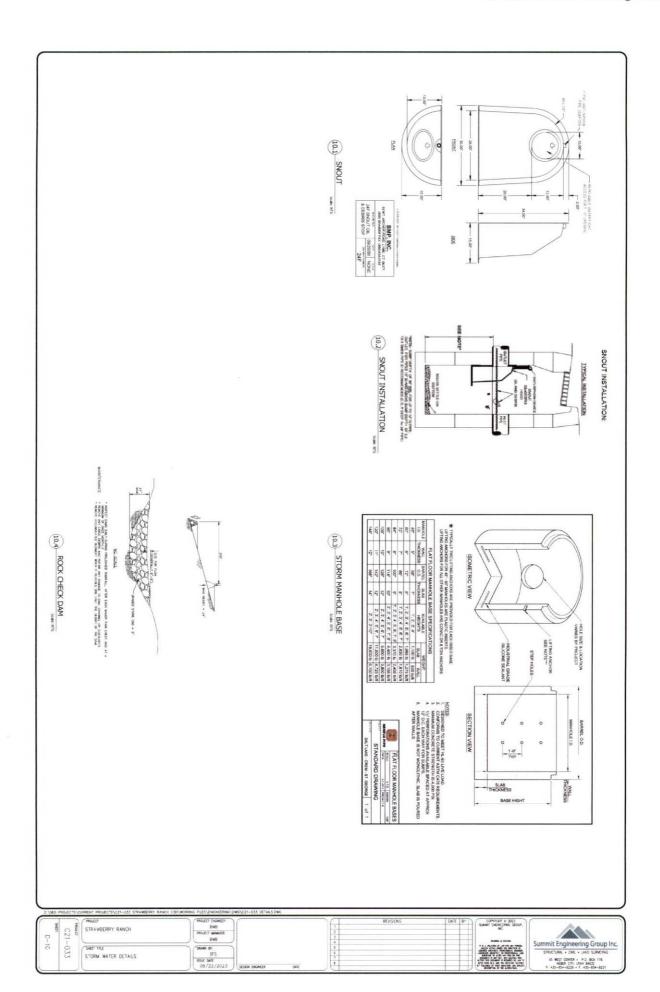


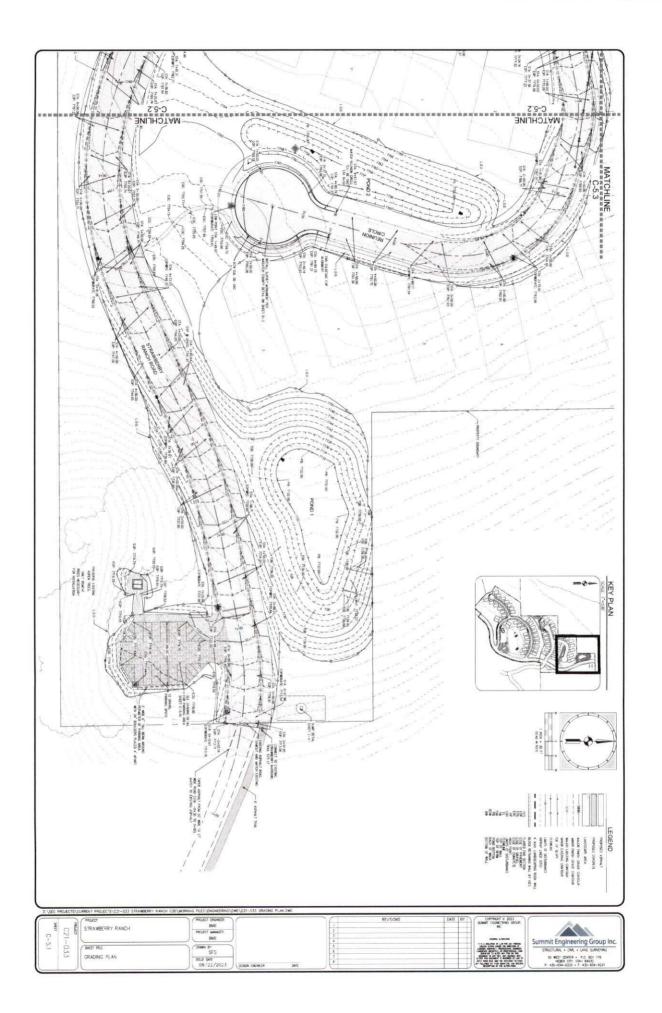


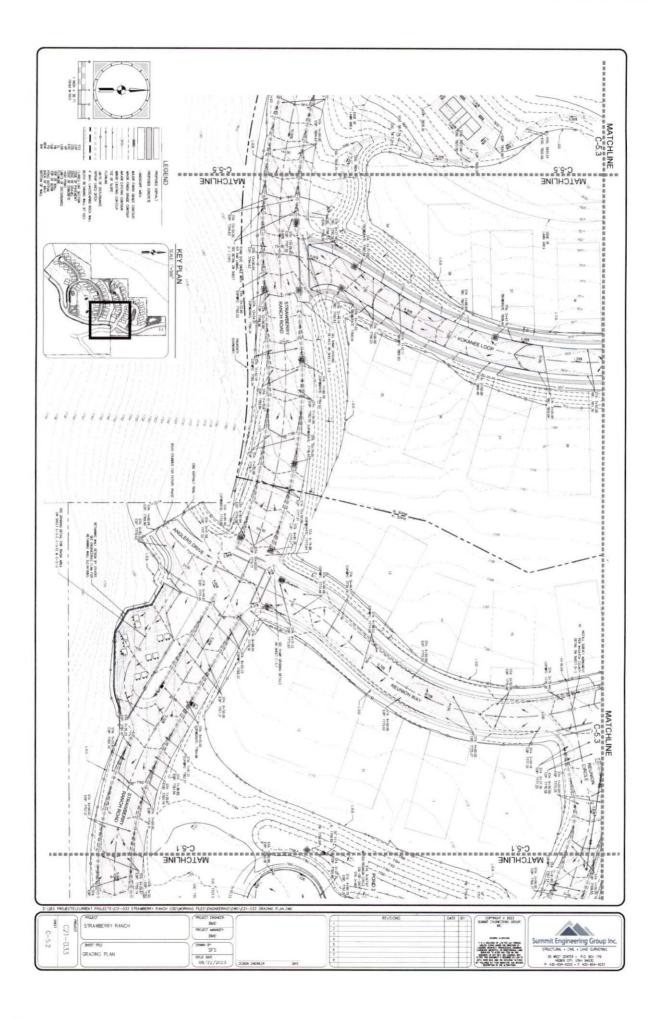


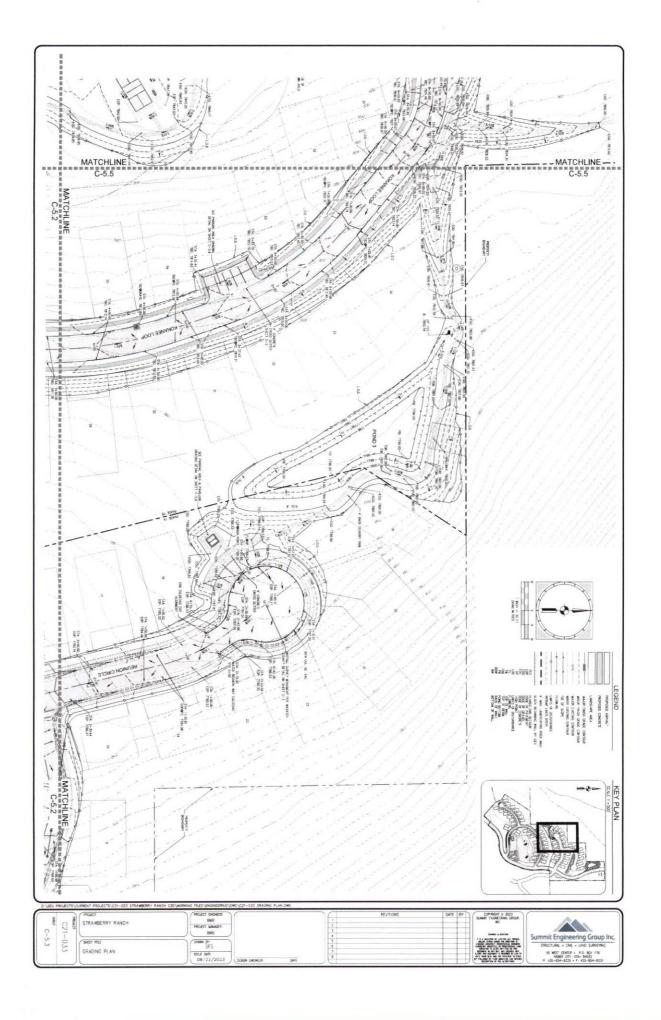




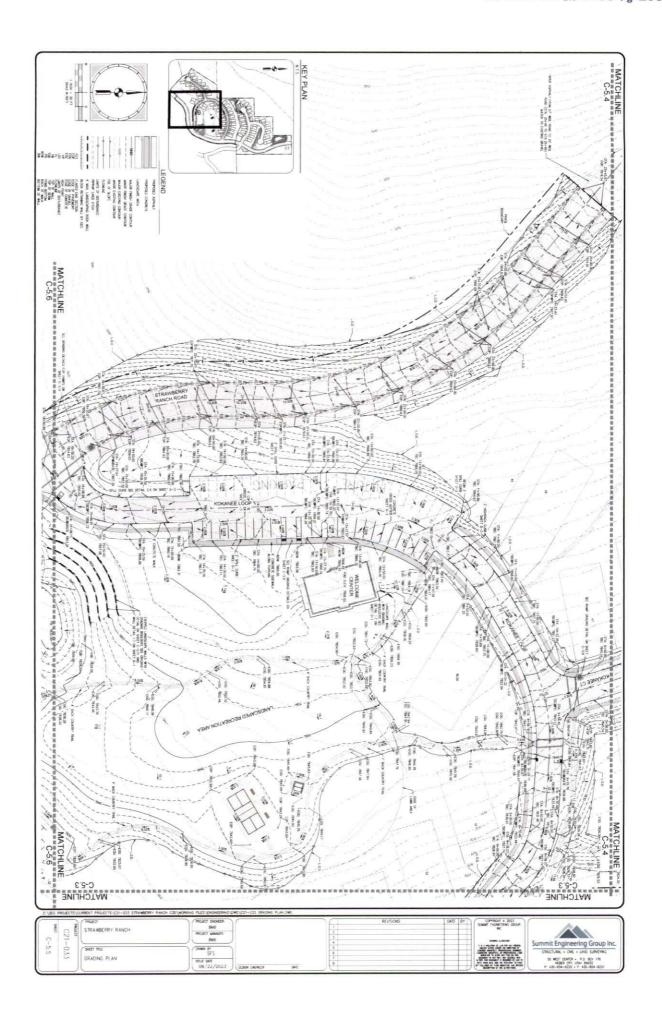


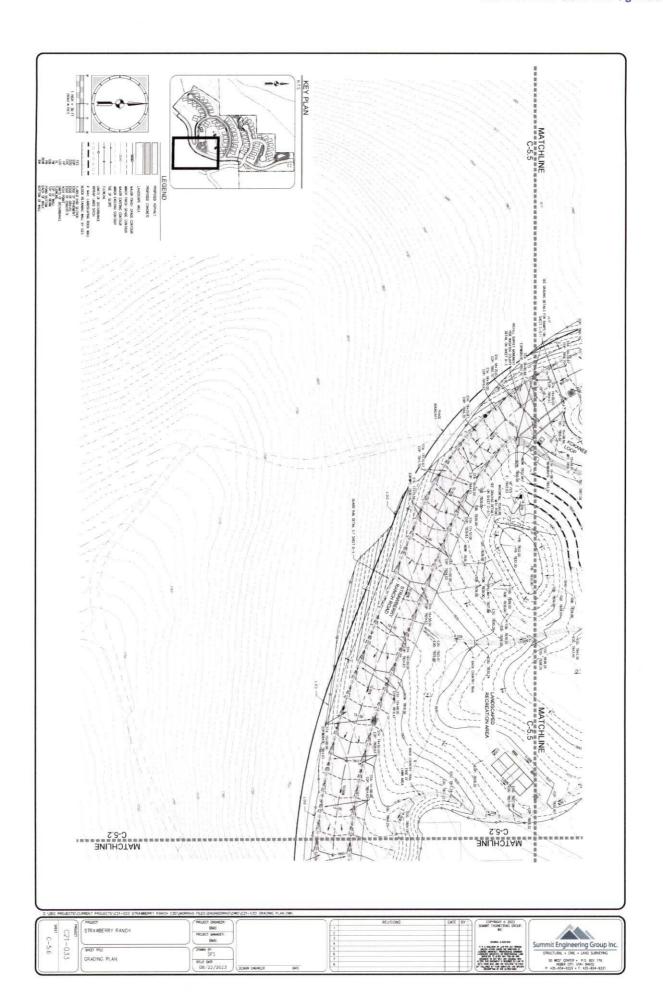


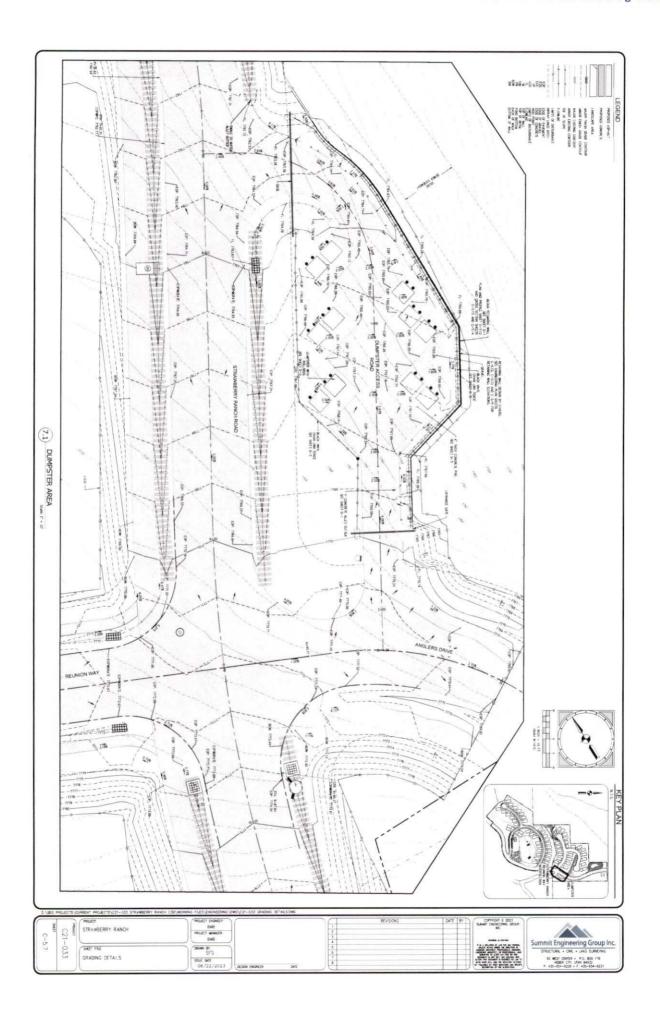


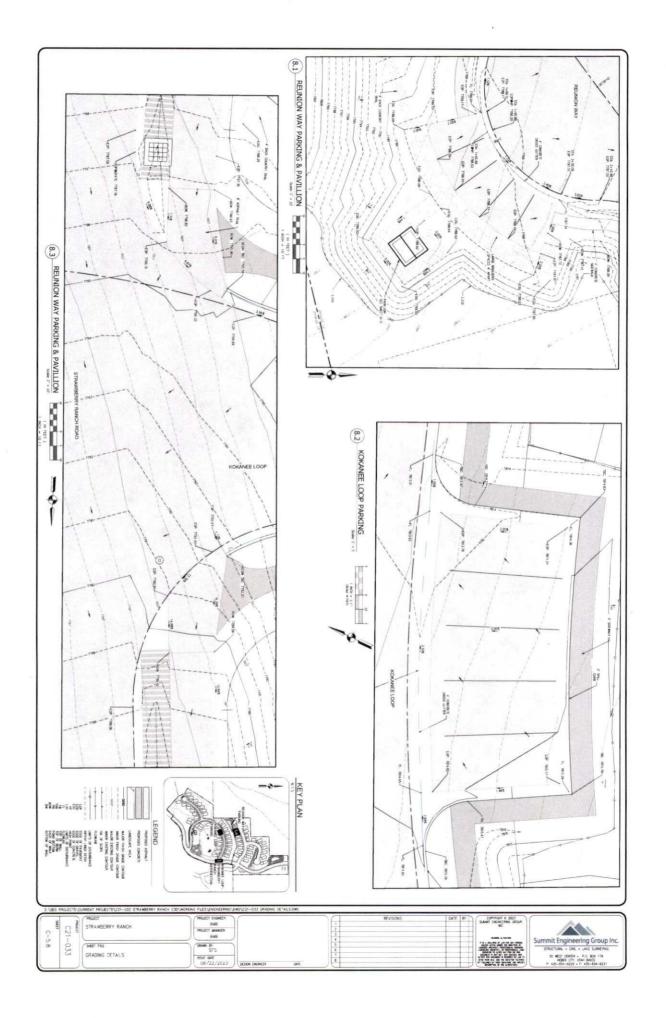


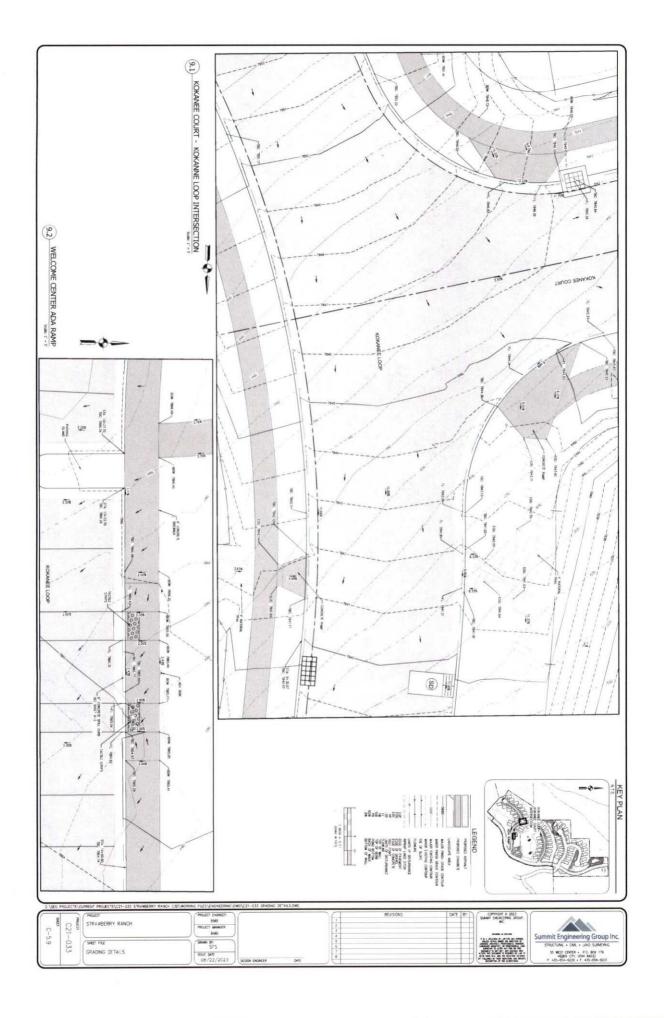


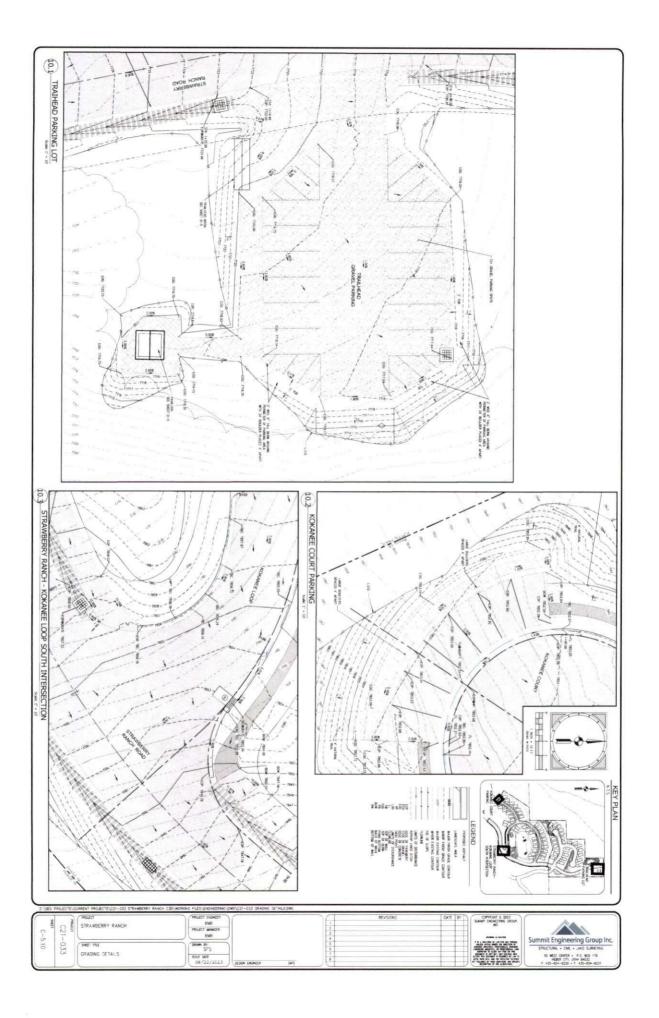


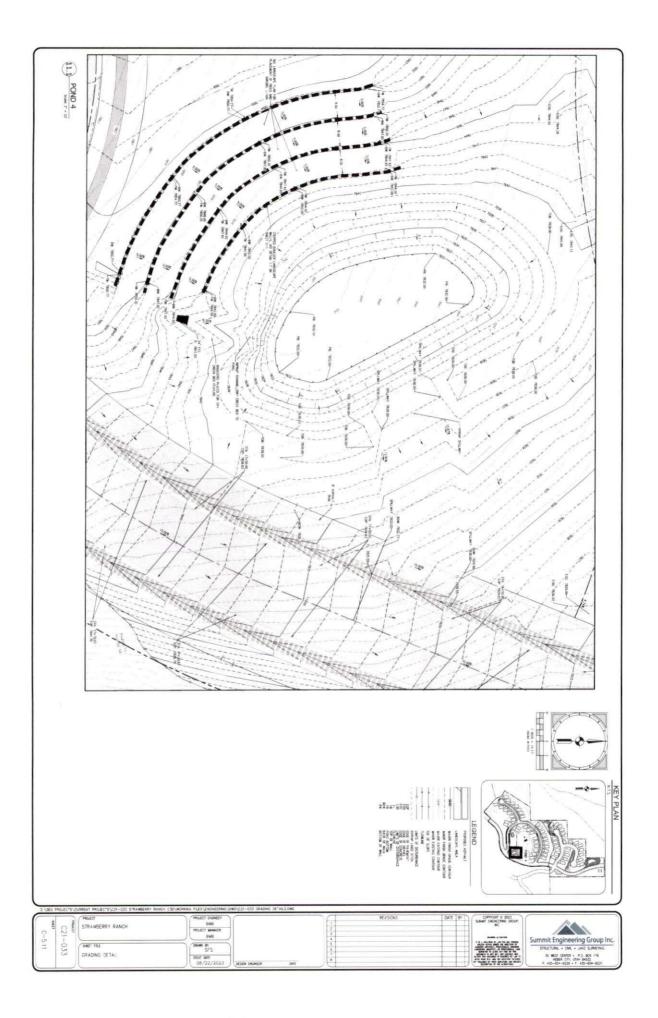


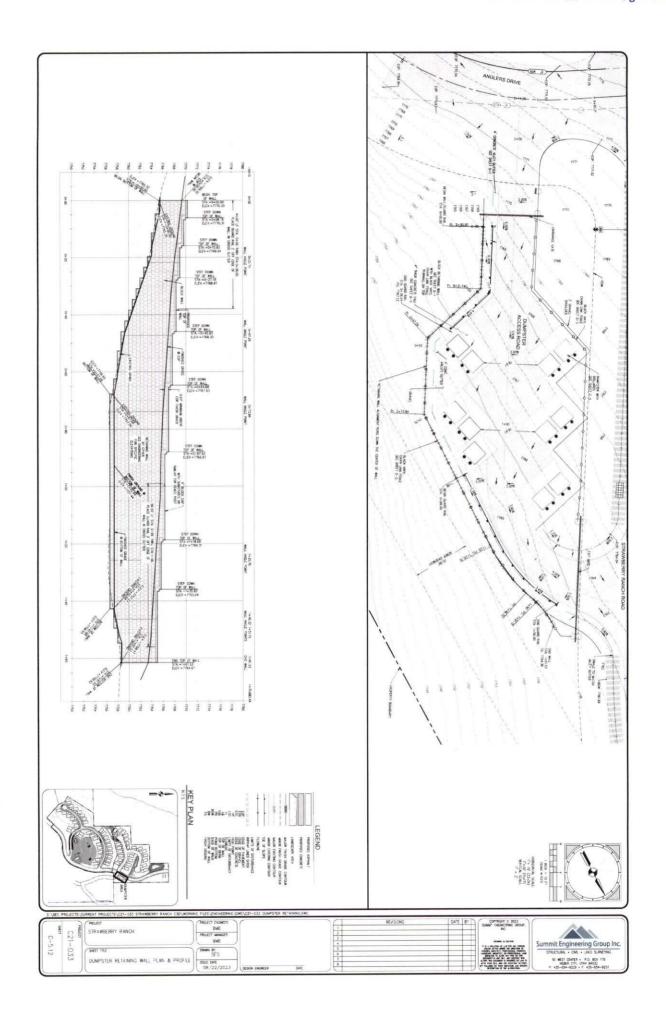


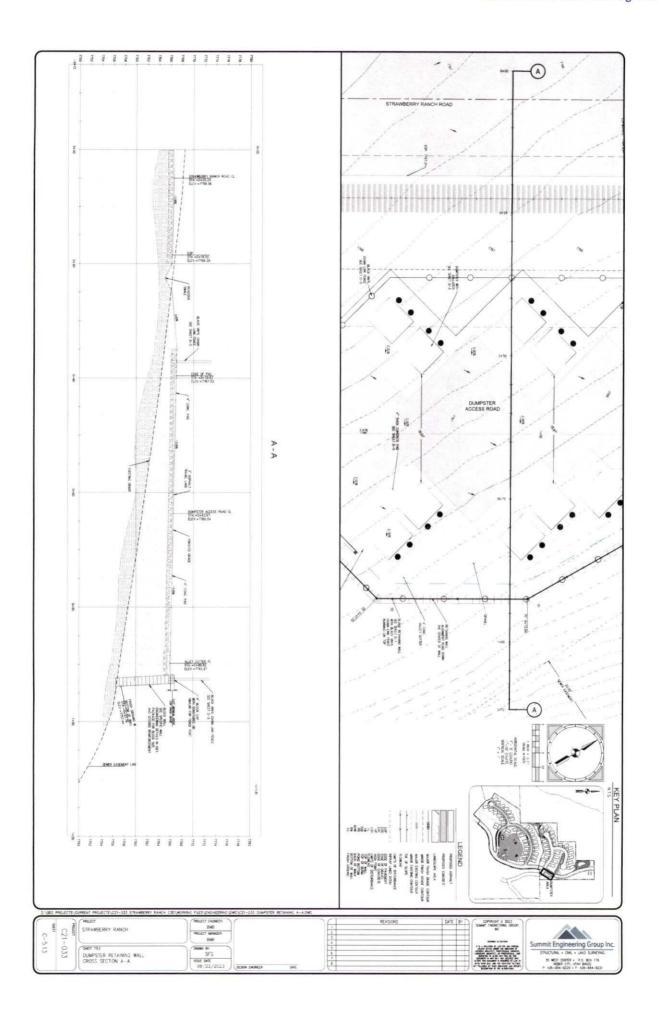


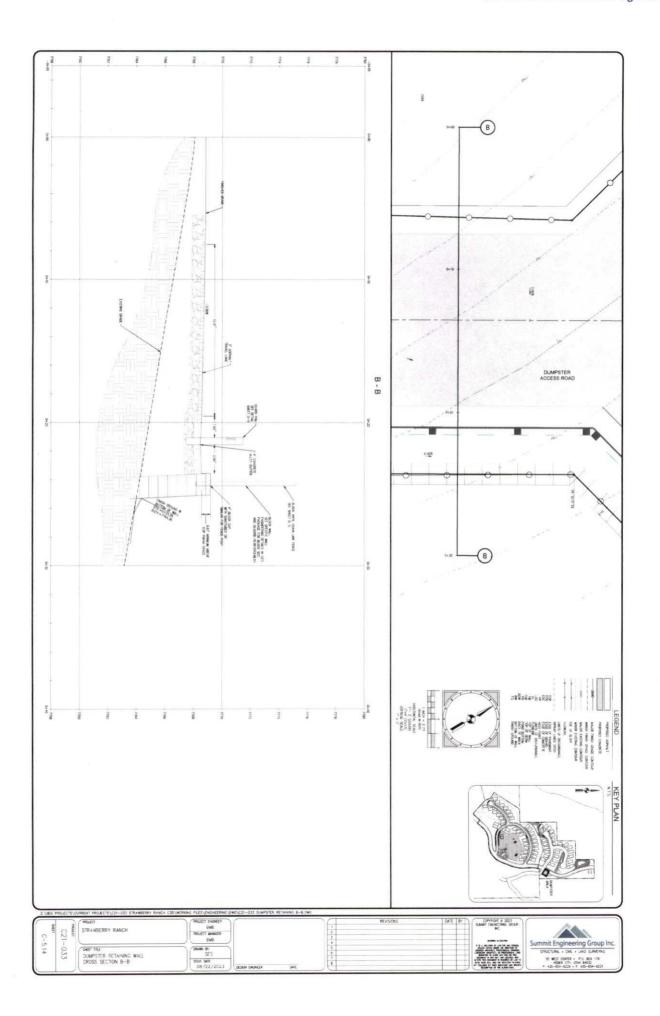


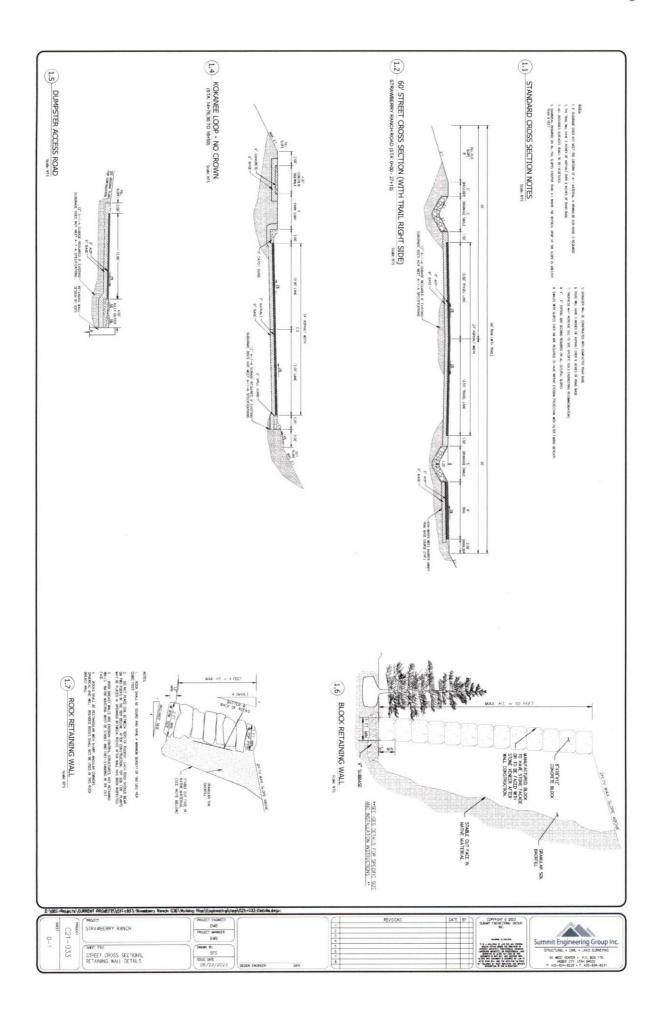


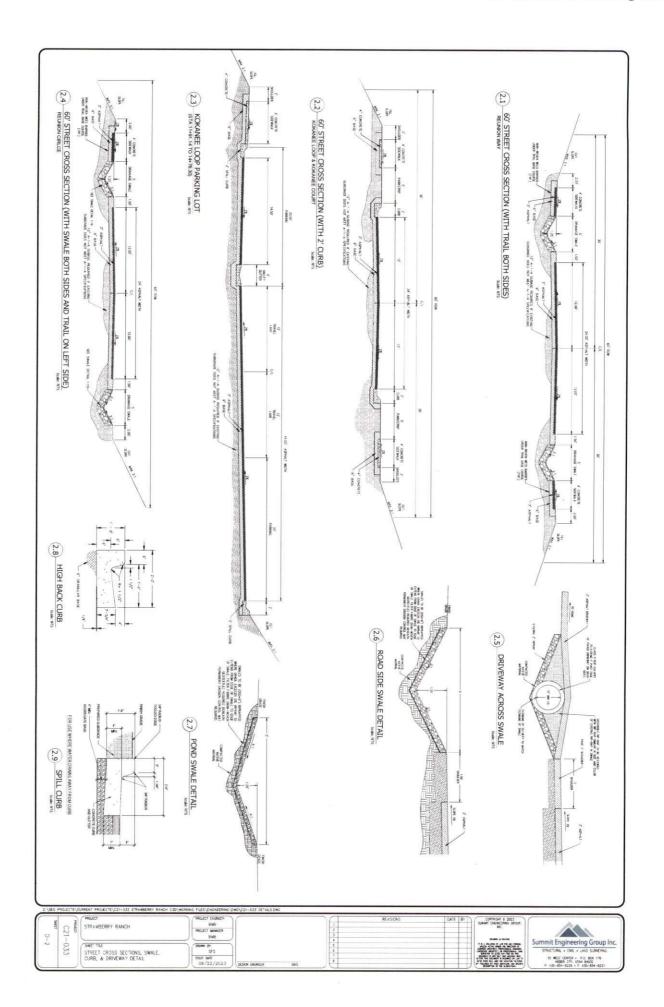


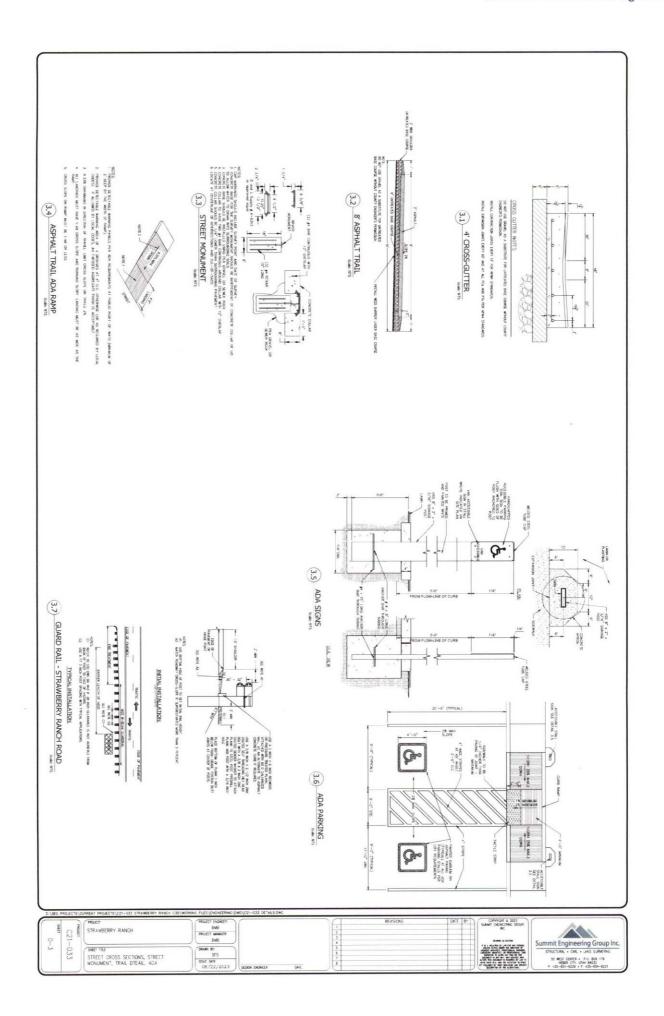


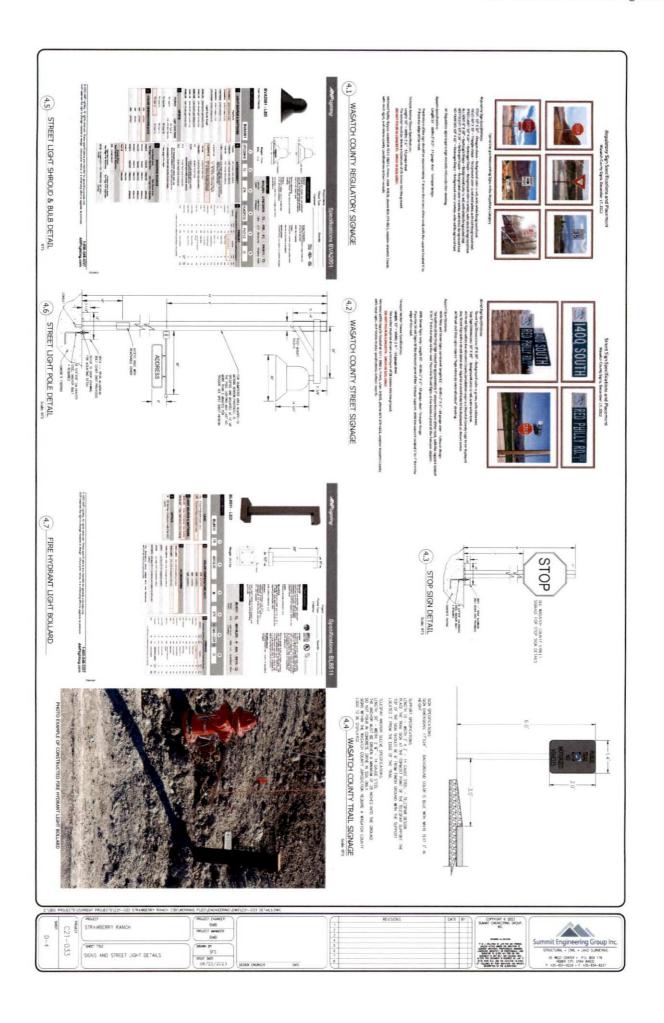


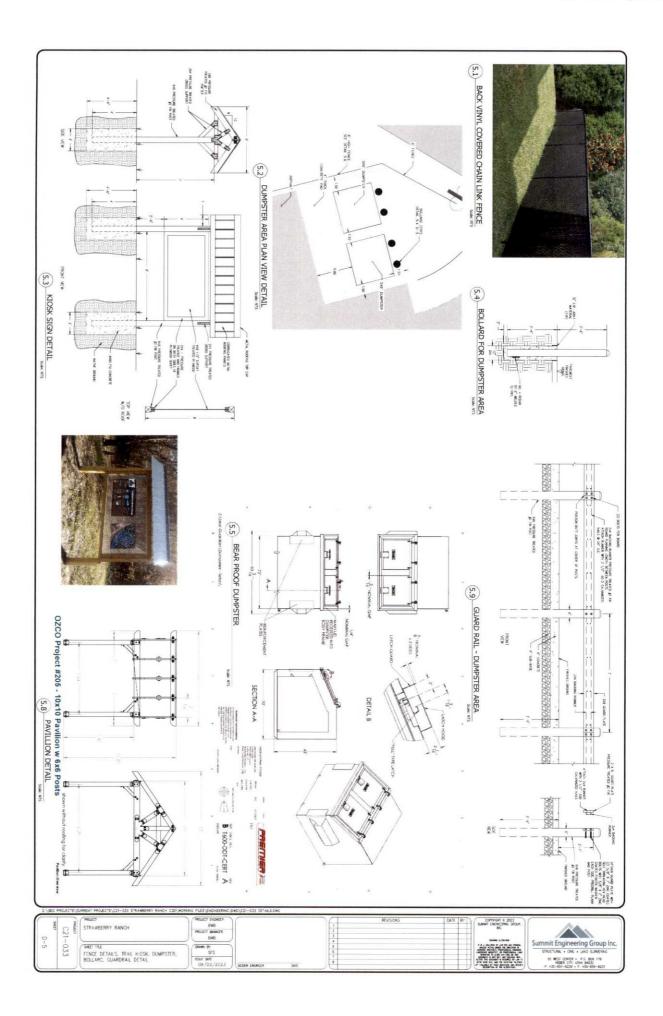


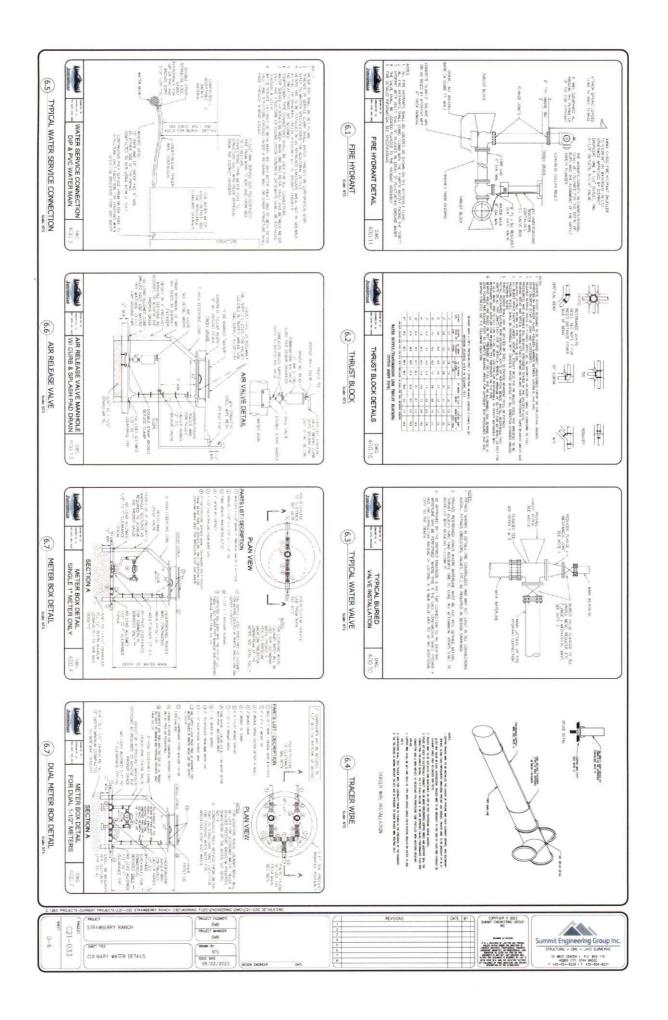


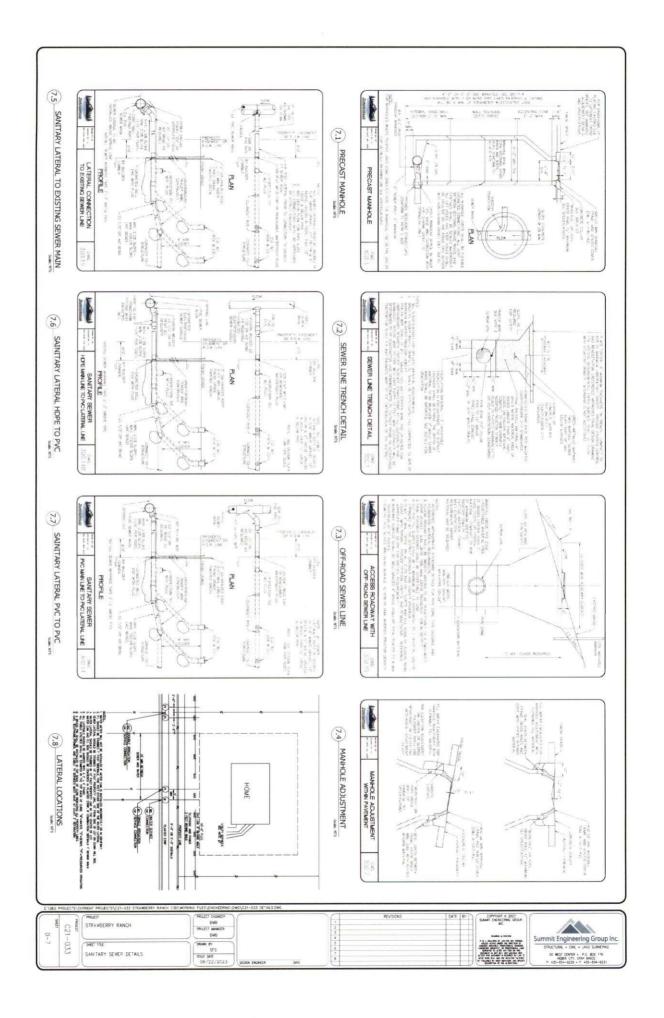


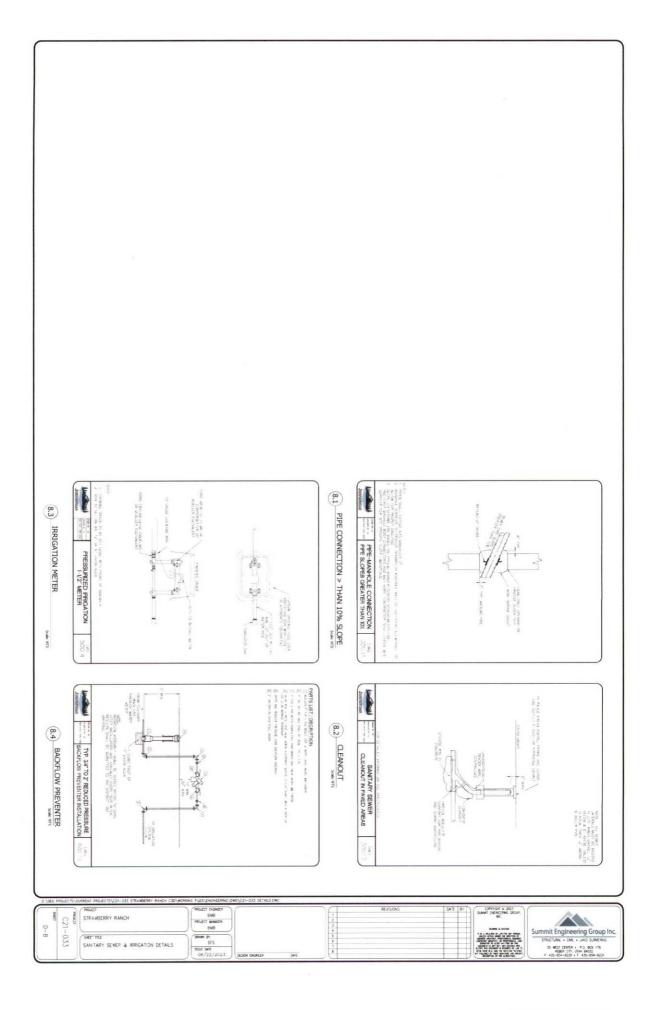


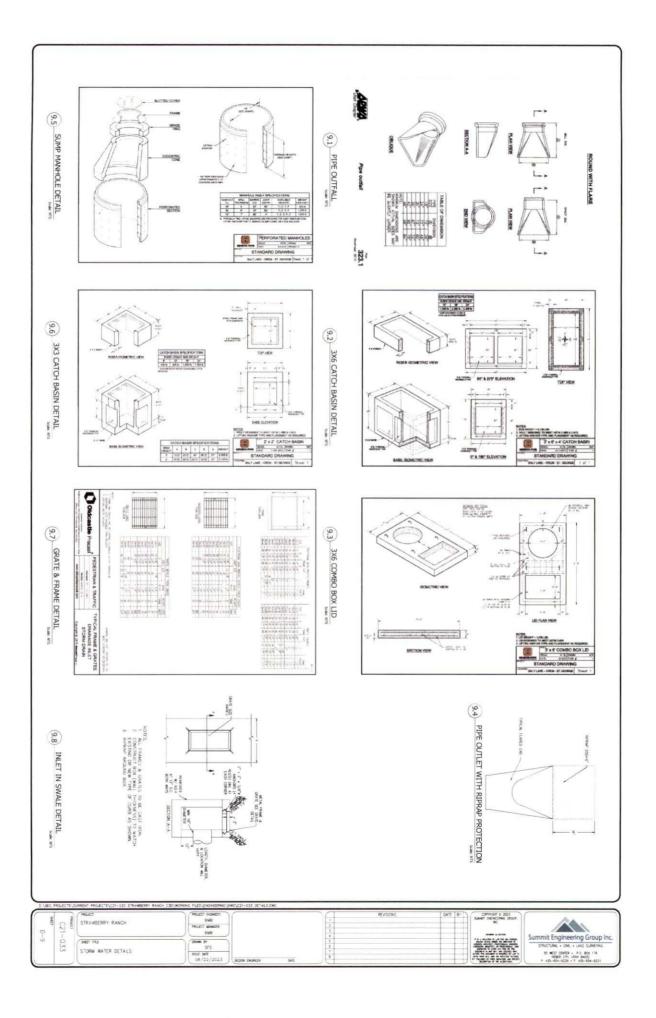


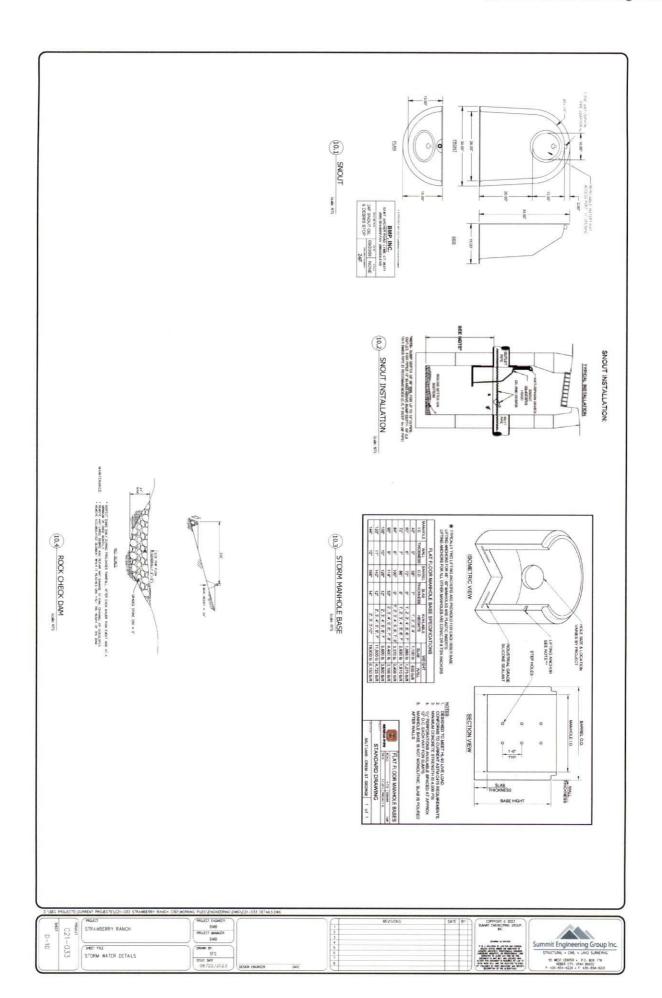


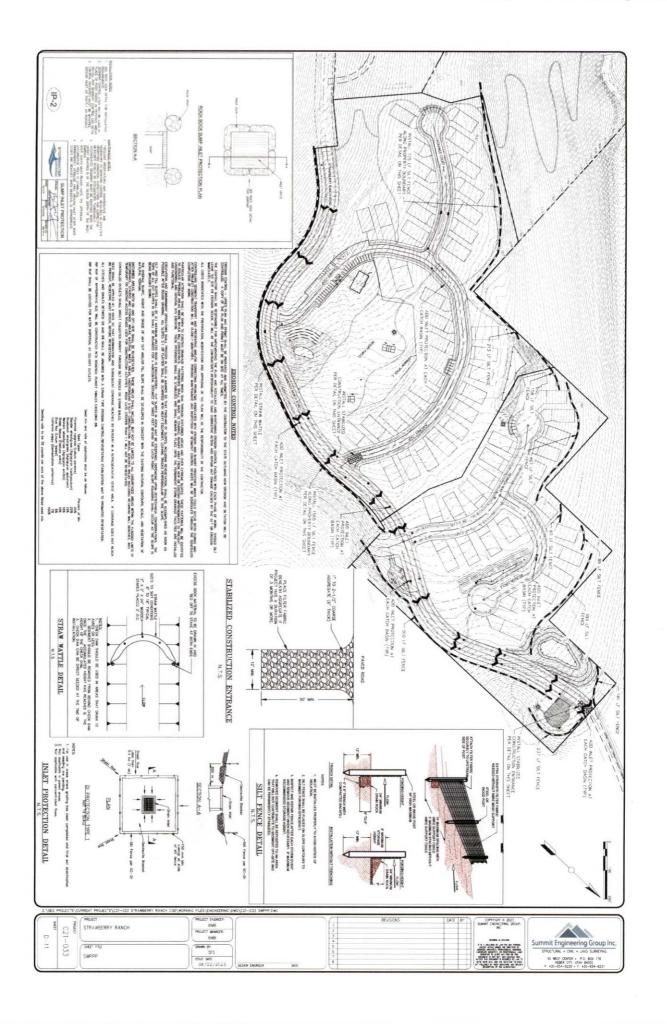


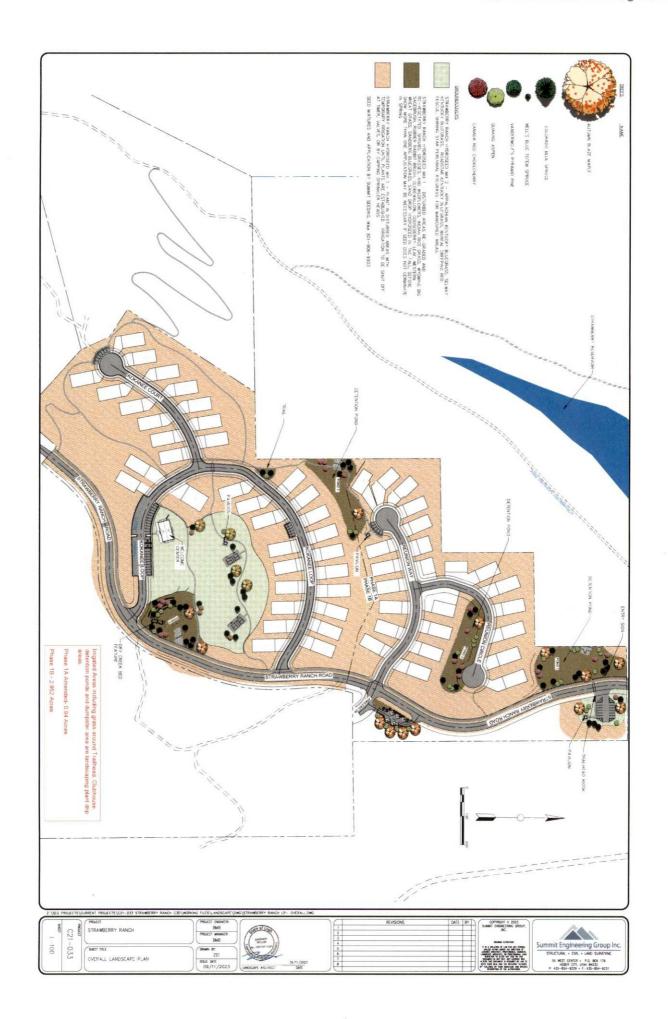


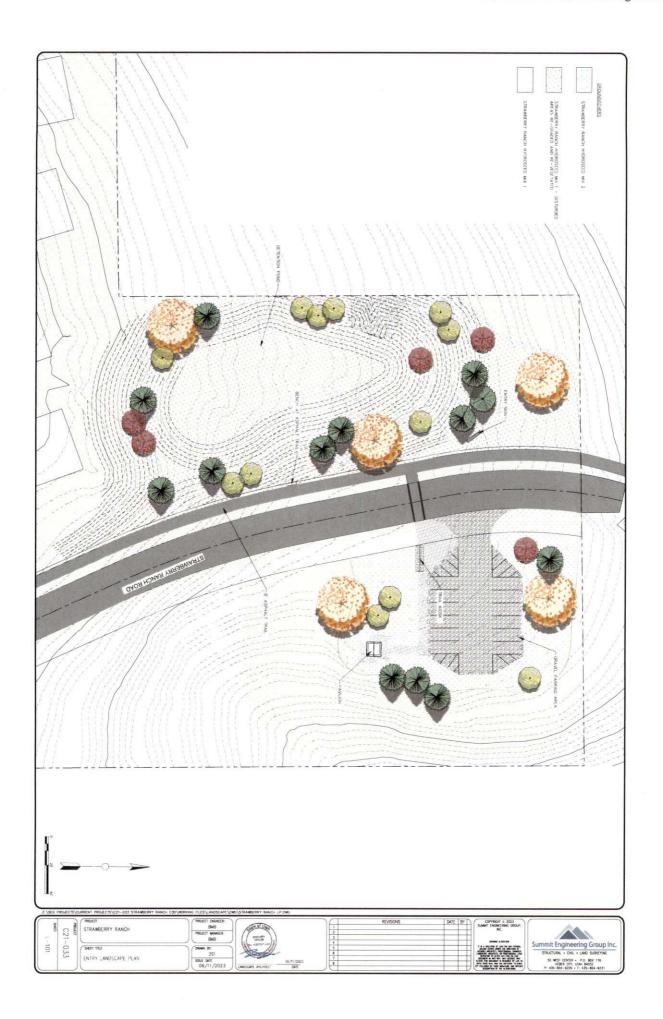


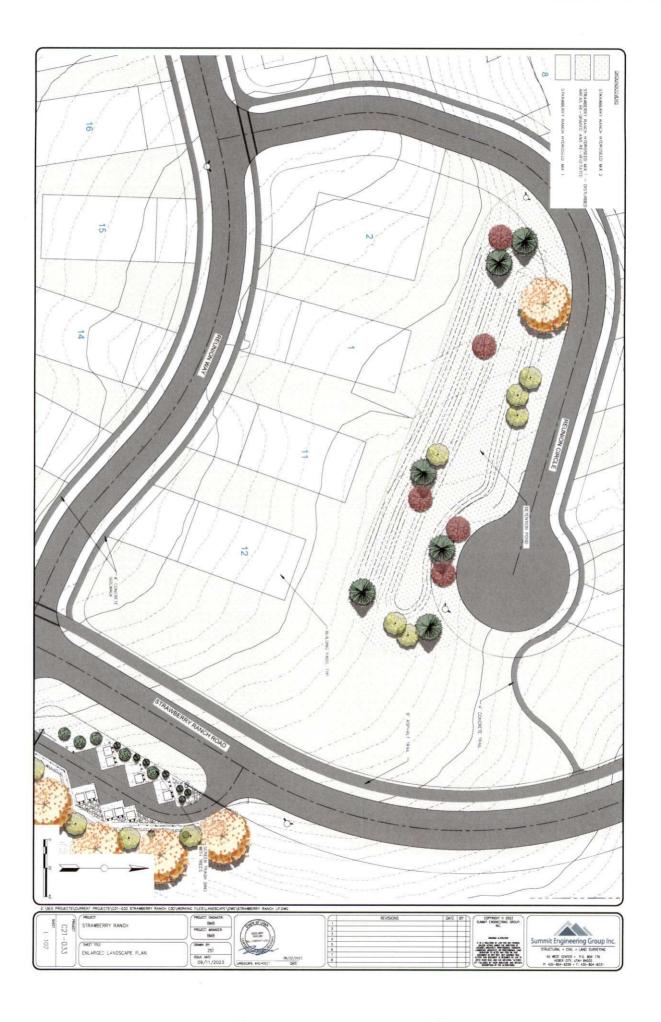


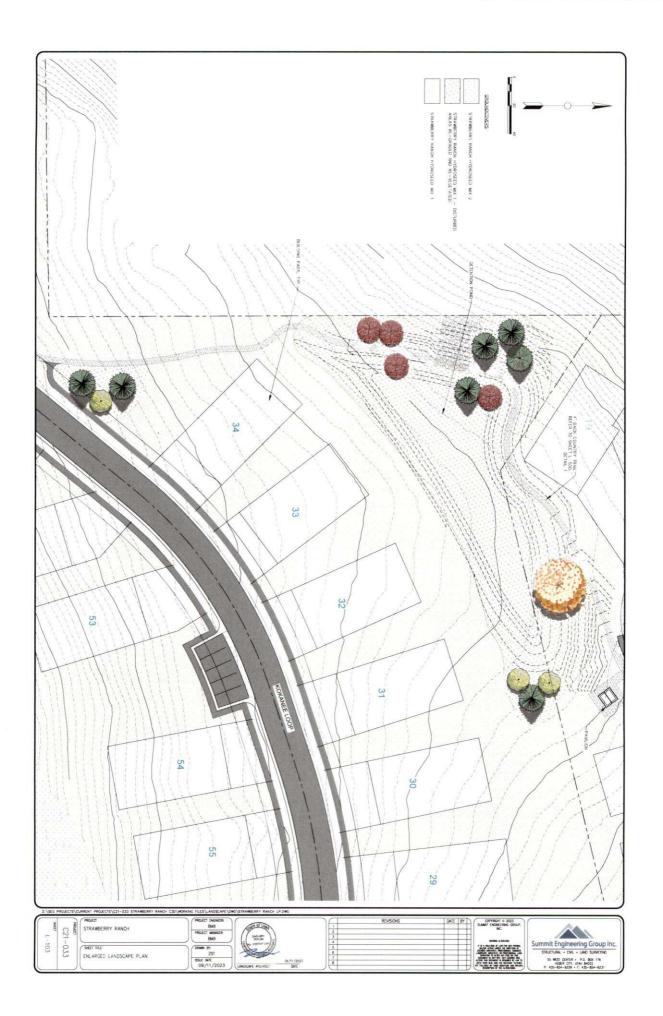


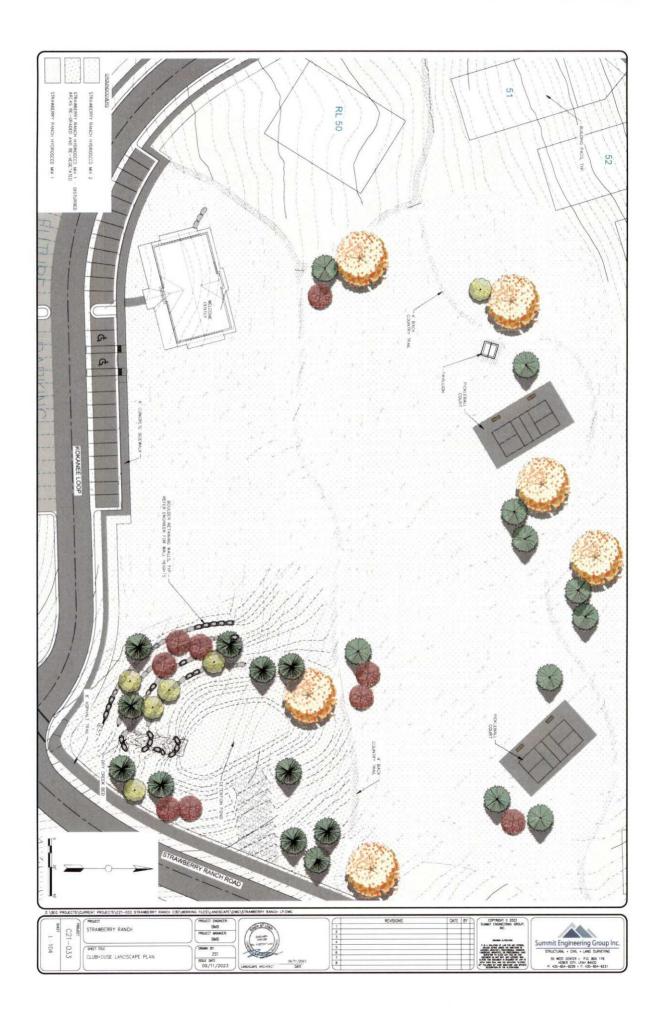


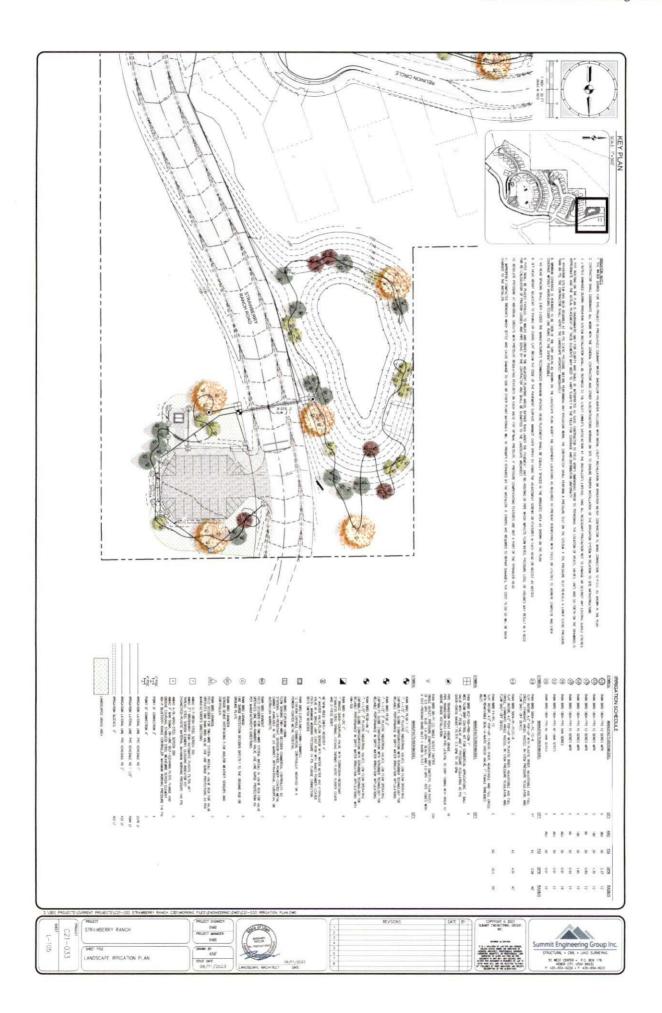




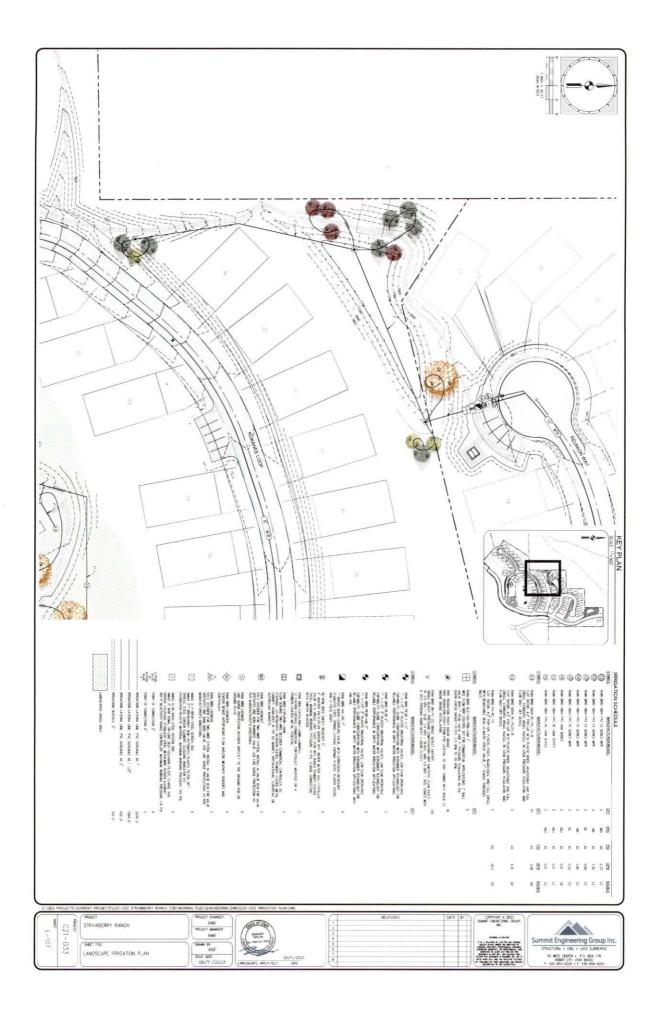


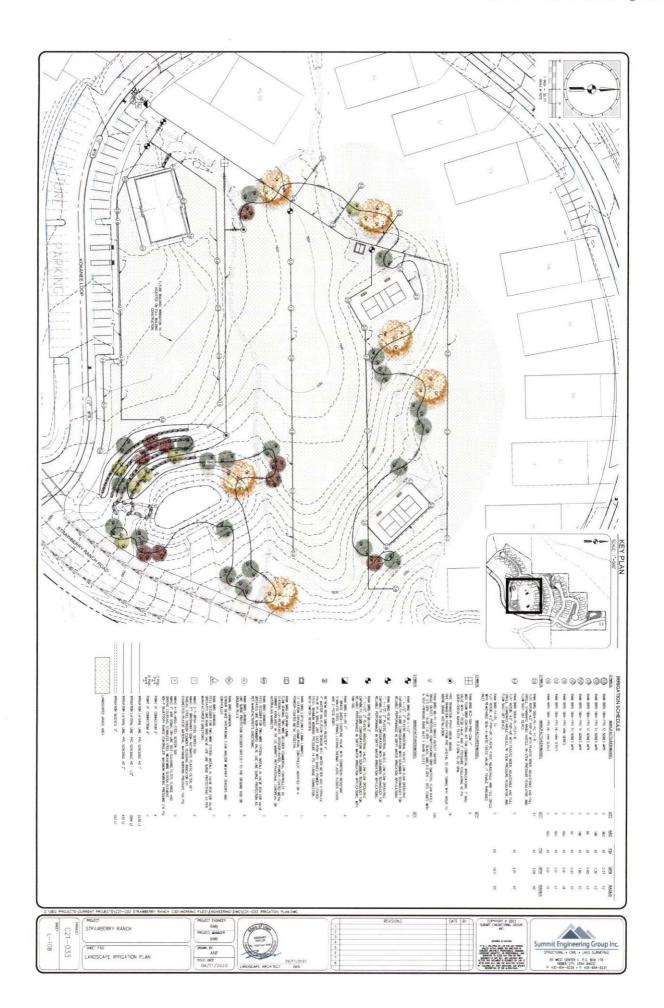


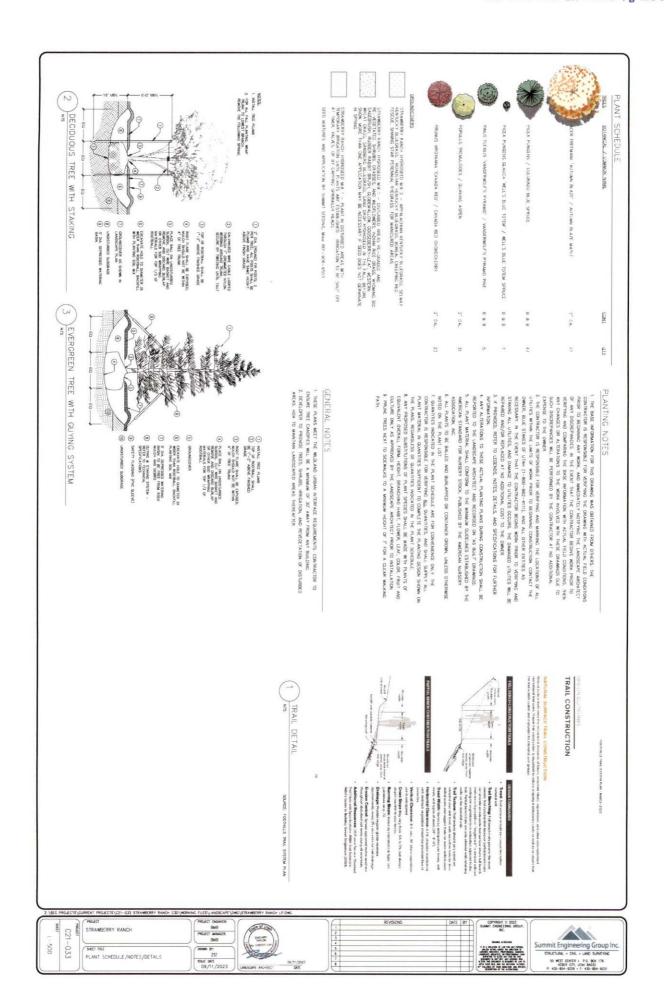












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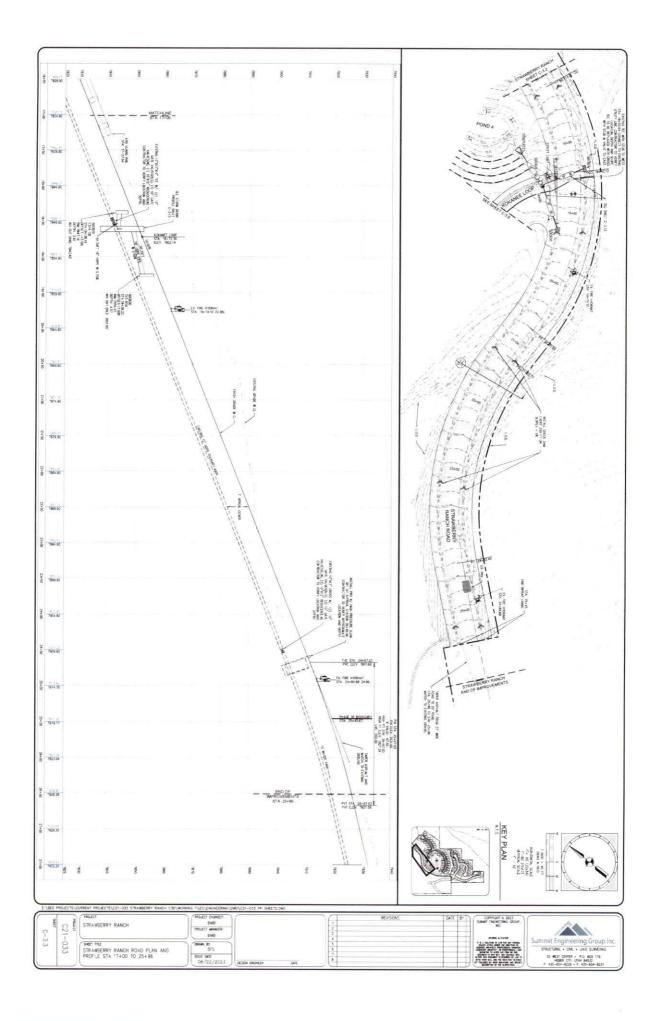
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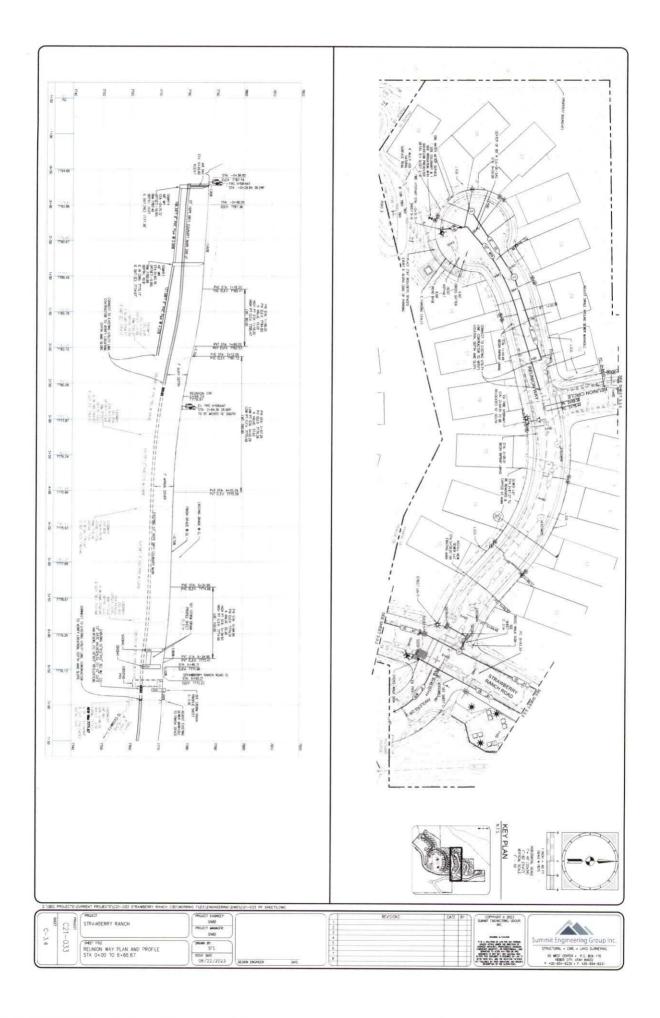


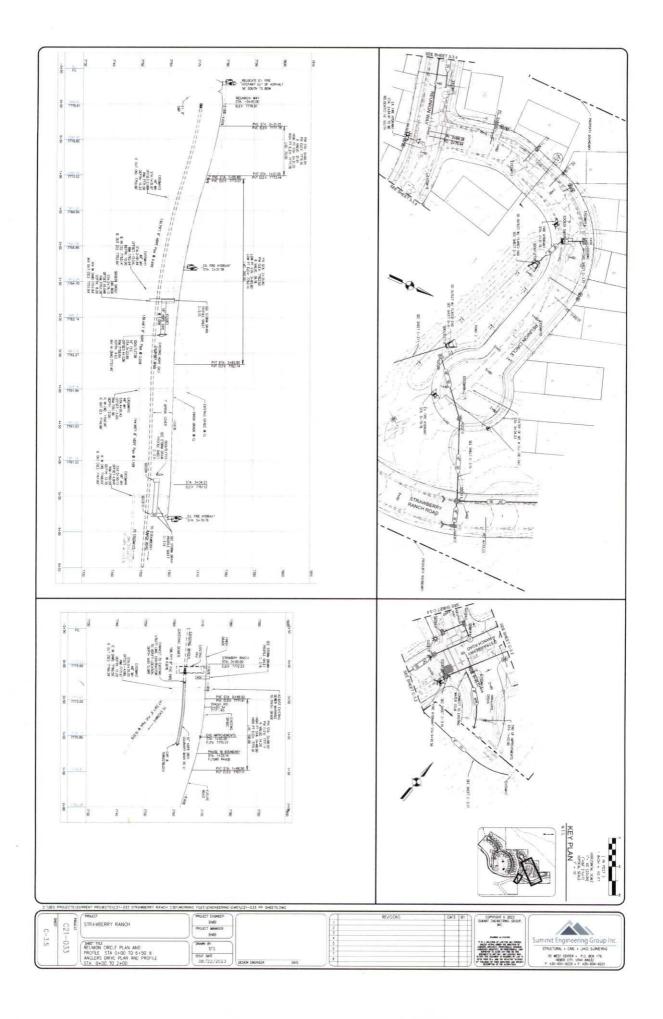
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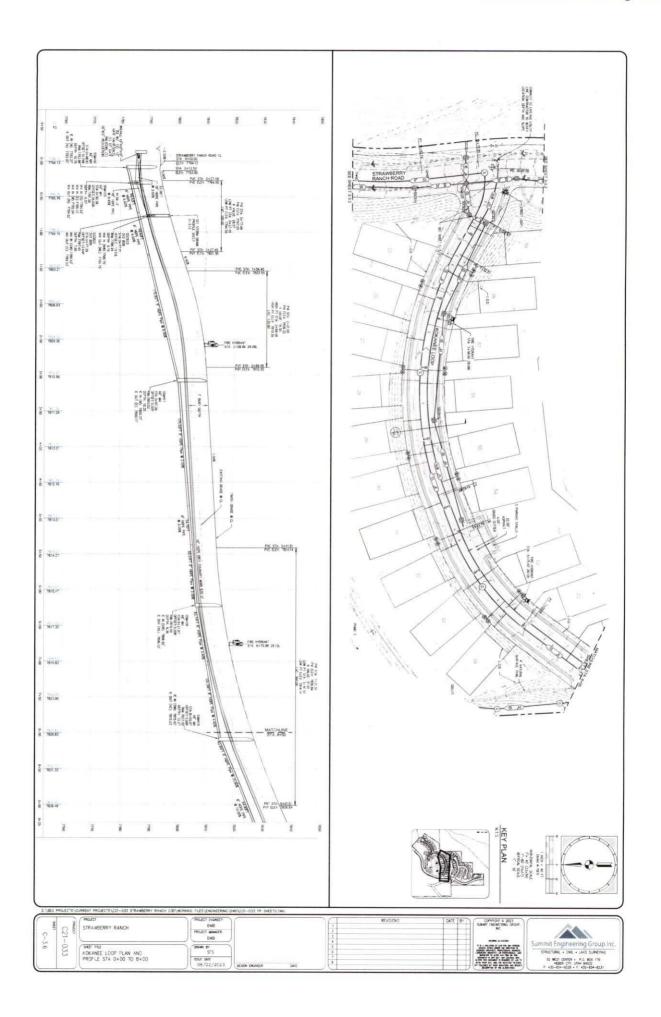
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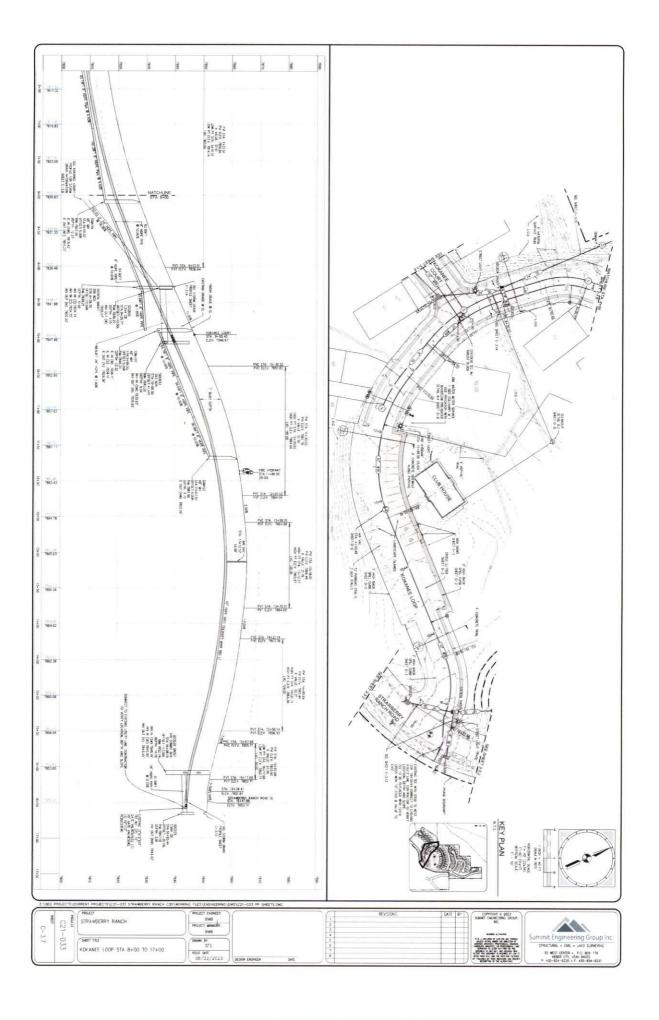


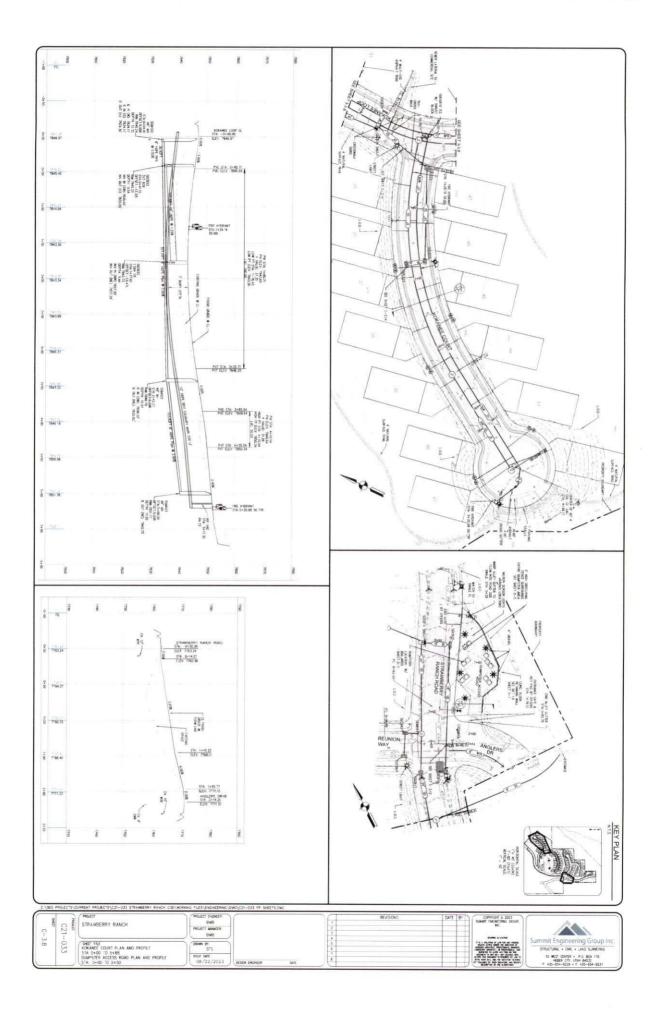


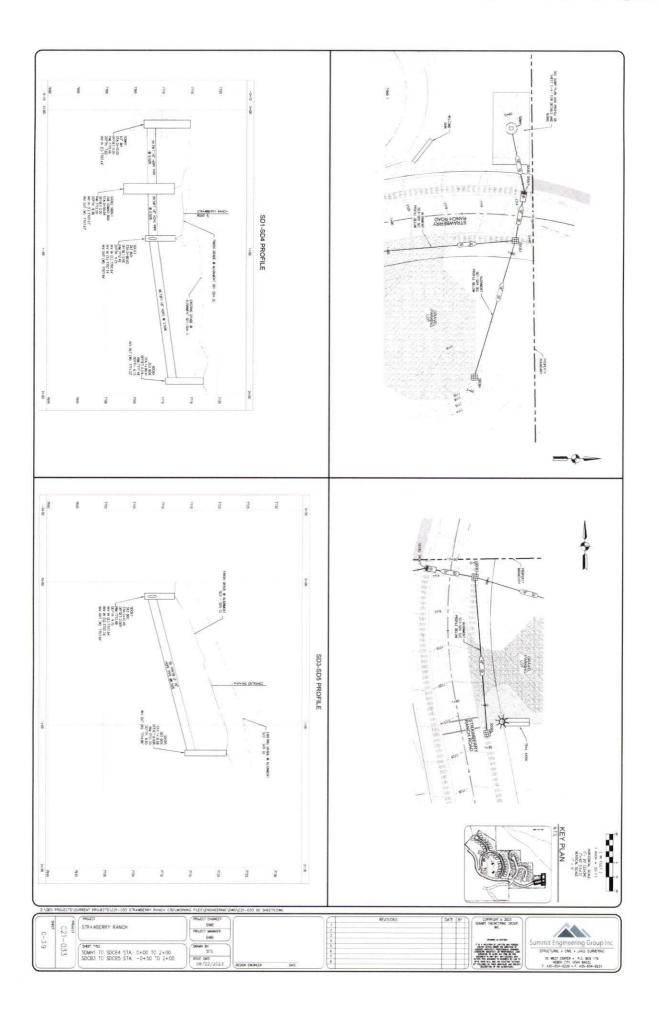


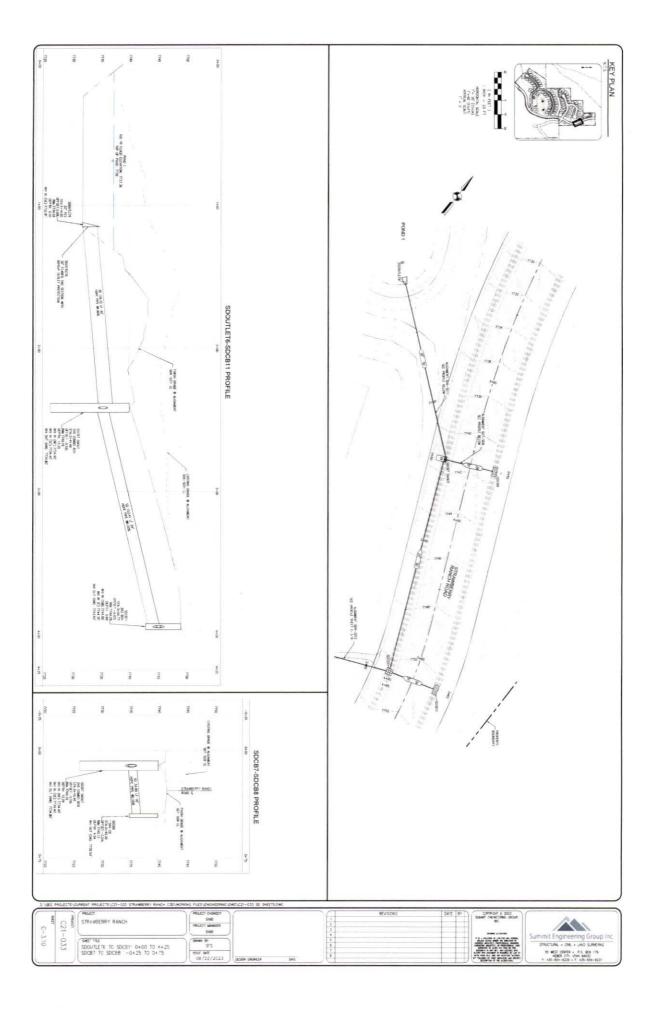


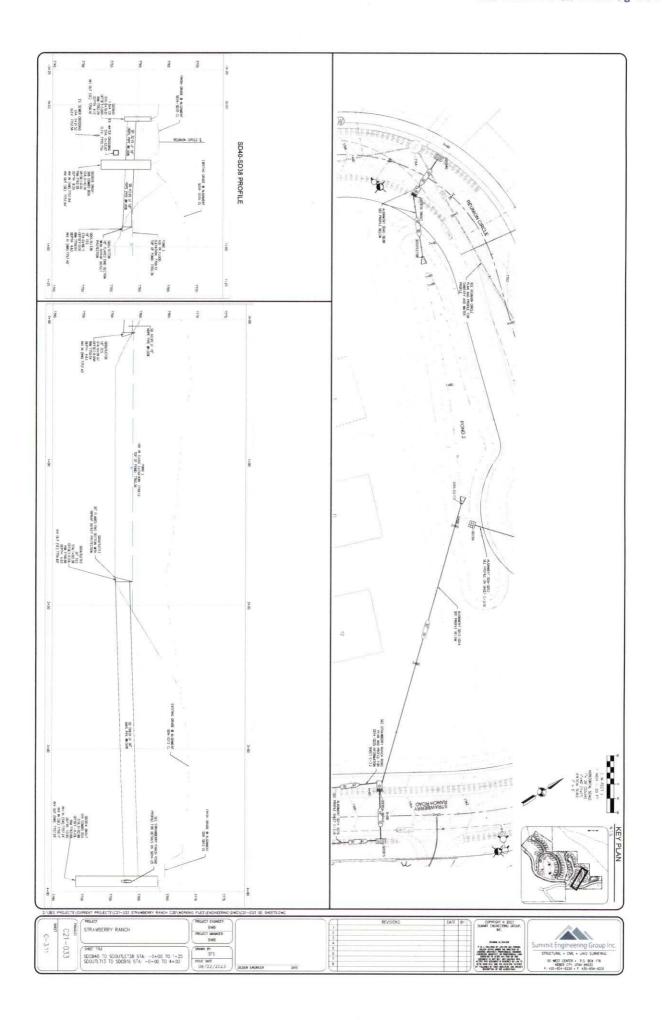


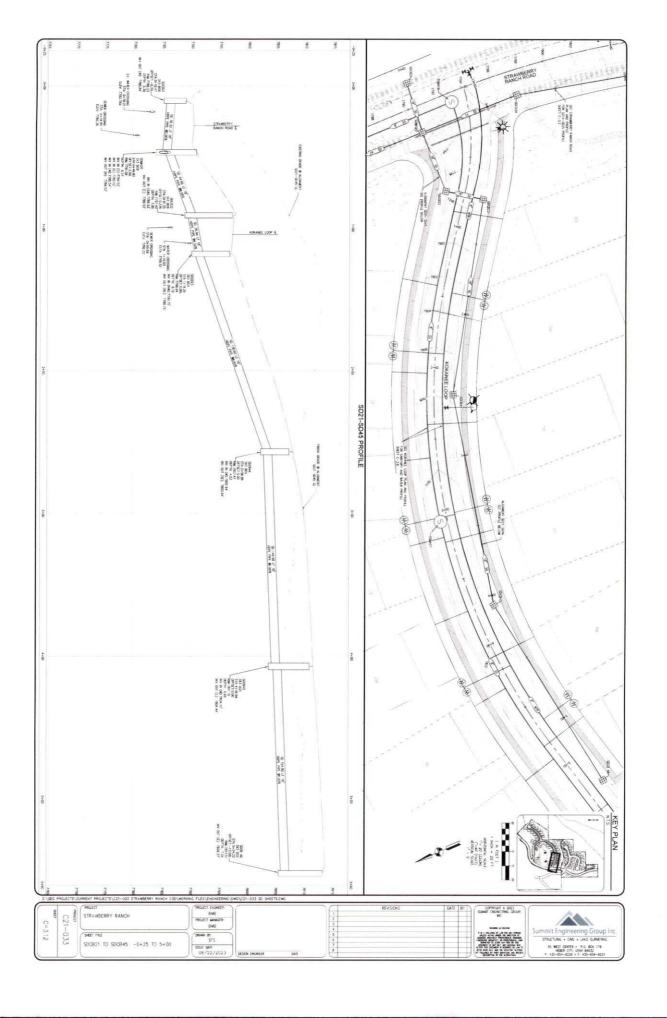


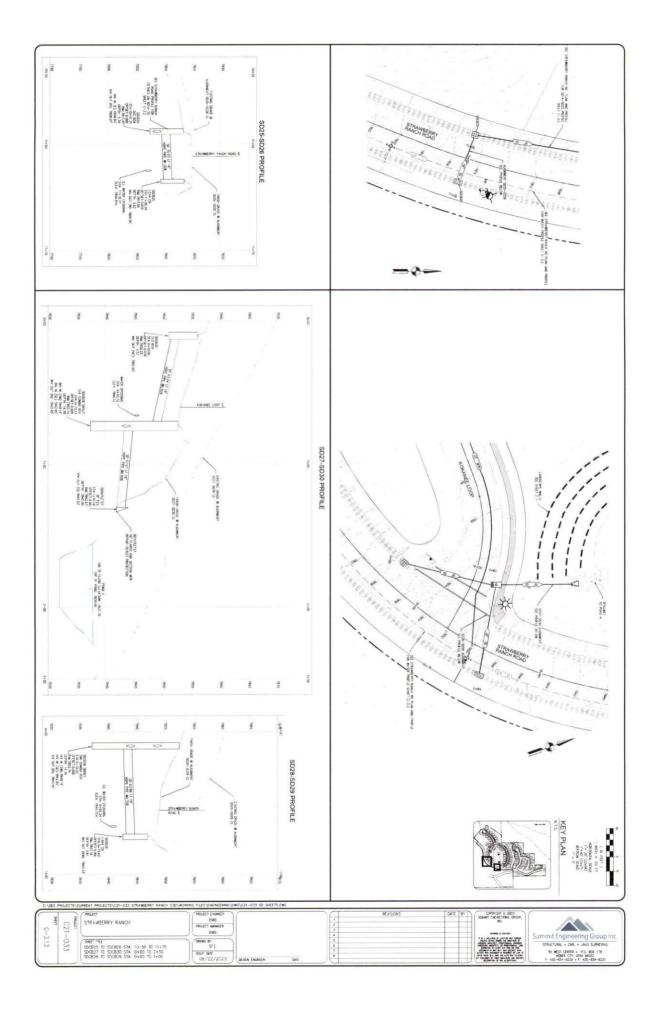


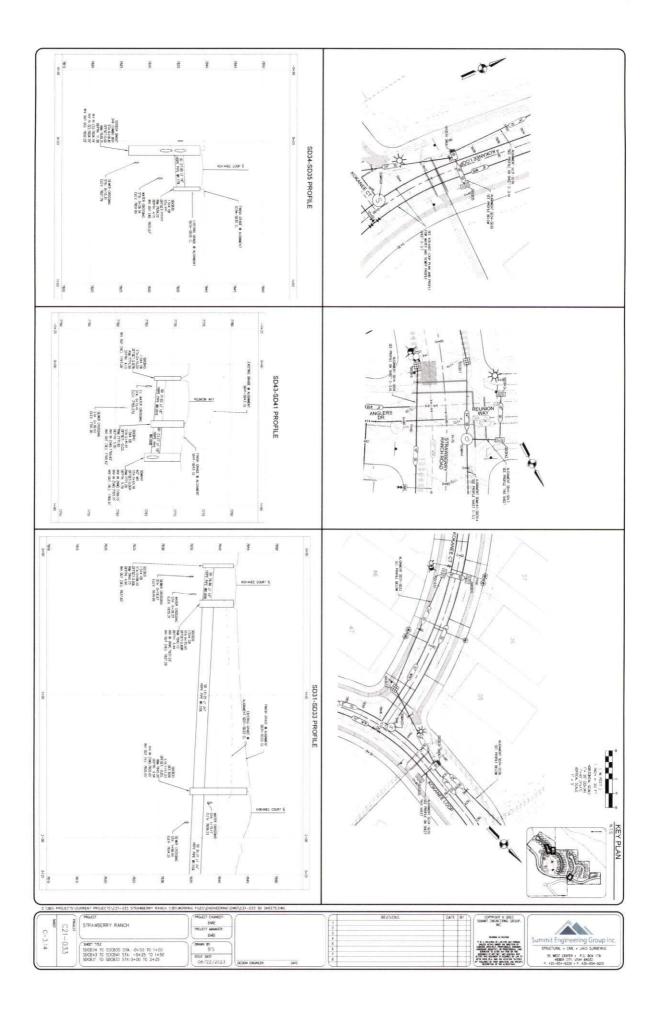


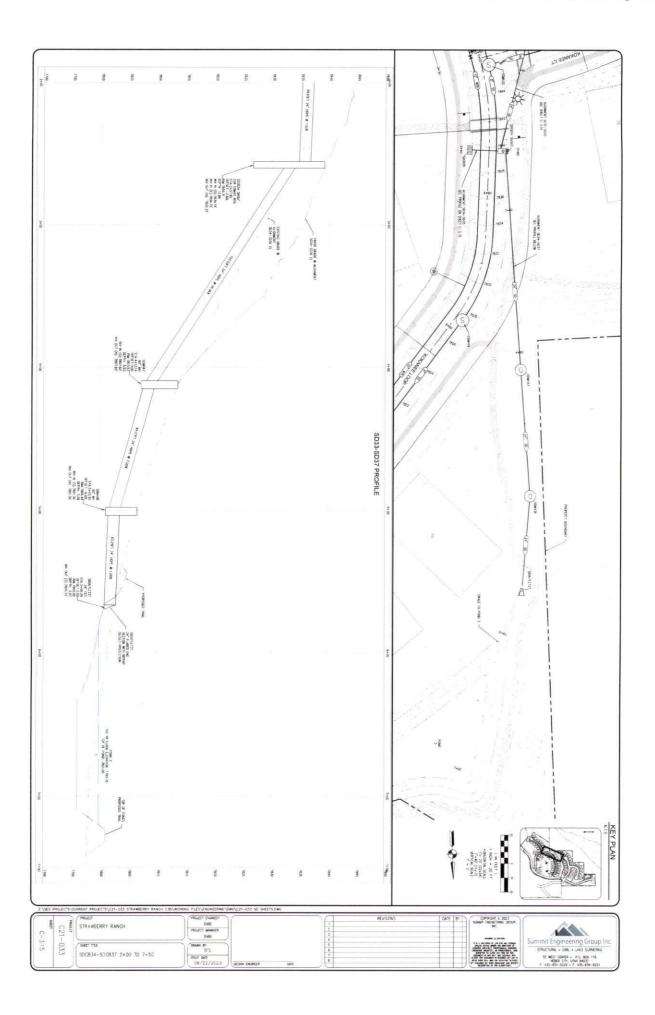












what is being asked for in this plat amendment. This project is on the southeast corner of the Strawberry Reservoir and near the Aspen Grove Campground. Forest Service Road 90 will be discussed quite a bit during the presentation and is the road that gets you out to Highway 40 and then it passes through this project and continues on farther as well.

The master plan involves four different phases. The first approvals occurred in 2012. It started with an amendment to the General Plan and a creation of an entirely new zone called the Strawberry Recreation Zone and the master plan approval. The Strawberry Recreation Zone gave a base entitlement to this overall project, which is a little over seven thousand acres, the base entitlement was 43 ERU's for the project but gave the ability of utilizing what at that time in the code was what they called a Planned Performance Development which came with certain standards but if you met these there was inherent bonus densities that would come with them. That established a new base density of 701 ERU's. Then by going above the minimum standards they would be given some options for bonus densities beyond that. The master plan was approved at 814 ERU's in total and that was across that whole 7000 acres that I showed you.

What we are actually talking about tonight is just this upper left-hand corner so the very front part of the Strawberry phase is where we are discussing right now. It came through the master plan and here is the breakdown of those 814 ERU calculations that were approved. There are rental cabins, hotel lodging, activity centers, and an RV park which makes it quite a substantial project. The items that were included that gave the bonus density for things that they were required to do and would be over and above what was standard to the code. That included the construction of a fire station and emergency services building and these are things that were agreed upon in the Development Agreement as part of that approval. Improvements to Forest Road 90 all the way to Highway 40. The construction of a road and bridge that would bypass the Soldier Creek Dam. Construction of a trail head and parking area for access to the Narrows trail and Forest Service, extra useable open space which was a minimum requirement to be 80 percent open space as part of the zone that they got a bonus density for committing that they would do 96.7 percent open space. The construction of 12.3 miles of trails for hiking, biking, ATV's and horseback, opening private land for public recreational purposes, commercial uses, resort support, retail and hotel which were a big mix of uses that would lead to transient room tax and then another mix of uses that would contribute to sales tax.

That proceeded forward and they did receive preliminary plan approval and Phase 1A has actually proceeded through and got final approval and has been a recorded plat and there are some triggers with that first plat of things that they had to do and one of the most prominent was the initial contribution of an agricultural easement. This was roughly 3500 acres.

Another one of the heavily discussed items during the initial approvals was secondary access. This definitely is in a remote location. In the Strawberry Recreation Zone there was an allowance given that one of the options for secondary accesses is that an alternative transportation plan would be presented and that the Council could approve and that would grant a modification of some of the standards. The main premise of that is that Forest Road 90 aside from the improvements that they already have to do to get to Highway 40 which are more of the full County standard improvements and they also include improvements to Forest Road 90 around to Renegade Campground which would get you around the Strawberry Reservoir and through the south end and then along the west to get back up to Highway 40 past the Renegade marina and provide a loop that way.

With regard to the recording of Phase 1A and the development agreement, that second access agreement was part of that as well. Those improvements are required to be done in order to get occupancy permits for the first unit. Phase 1A was approved. Phase 1B as you notice in the noticing language also got an approval but they did not record a plat instead the applicant is pursuing modifying both of those approvals. In order to modify 1A you have to amend a plat now since that is recorded. For 1B since it wasn't recorded it is just simply requesting that you amend that approval. We are just focusing on this upper area tonight. The plan shows the rental cabins themselves and the preliminary plan shows 700 to 1500 square foot cabin sites and were platting just the footprint of the cabin and they came in with the architectural plans and were platting right at the footprint. Now they are requesting to move to a 3600 square foot pad site. They have moved the welcome center and the store from this upper entry area down to where the activity center is and combined it with the activity center a little farther south. The Trail head moves from the west side of the road to the east side of the road, and with that they do need to provide a crossing across Strawberry Ranch Road or Forest Road 90. Modifications have been made for open space and landscaping areas.

This is the Phase 1A plat that is recorded and you can see the commercial lots that are there. With 1A they did actually include some storage units which is part of a 1C Phase but bumped them up in the phase and included them in the 1A plat and no longer planning to do that but planning to move them back into the 1C Phase if you were to approve this.

With a plat amendment comes the requirement to make a finding for good cause. Also, when Phase 1A was recorded it has been sold off to ten different property owners so one of the things with the 1A Plat is every one of those property owners needs to sign

the plat in order to consent to it. Phase 1B includes the welcome center and activity center and store that they combined and have reduced the size quite a bit and they now will have expandable area where they could add onto a building but will be built smaller.

There are a couple of conflicts in their documents that we want to make sure is very clear what their intent is. If the Council chooses to approve this because this does also include and involve an amendment to their development agreement so this does have to go to Council. The cross sections in their plans their trail plan and their site plan all differ slightly from one another. There are some cross sections that show four foot asphalt trails and some that show four foot concrete and have some include the park strip and some that don't include the park strip. The site plan talks about a four foot asphalt trail and the trail plan talks about a four foot concrete sidewalk and those were things that raised some concern. We want plans that we know what we are actually approving. But it plays a fairly heavy role into setback requirements as well. So because this is a Planned Performance Development you don't have setbacks from a right-of-way line; our setbacks are measured from the back of sidewalk. They have indicated that they would correct all of their documents and their intent is to pursue a four foot concrete sidewalk. They made adjustments to include the four foot sidewalk but review of the documents showed that there were areas where they did not comply with the twenty foot setback and the smallest one that was found was around sixteen feet as opposed to the twenty foot setback. They also need to get the adjustments to their pad sites so the setback is done.

This is a mountainous project and as part of the master plan we did send the item out for review from Utah Division of Wildlife Resources and it included a wildlife mitigation plan that they need to abide by with a development agreement that needs to be done. The County does have an outdoor lighting standard in the County and these proposed that would be used here would comply with those new outdoor lighting standards. You have to have motion sensor lighting for the dark sky compliance and for wildlife mitigation. Their landscape plan primarily the main adjustments that they make to the landscaping plan here from what was shown at preliminary and in the previous finals is a reduction in the number of trees they use and moving to a request for hydro-seed grass, sage brush mix. We are not discussing the site plan approval for their welcome center and their recreation area and don't have those plans ready and it hasn't been reviewed by the DRC all the way so we have this general idea of what they are looking to do with this but it is not in front of you for site plan approval and that would come at a later date. They also have wildland fire requirements and basically submitted a general standard plan. They have a trail plan map that they have presented. A public trail connection to the narrows trail is part of their requirements.

One of the amendments to the development agreement is because of their increase of units that they are requesting with this proposal means that the affordable housing calculation that was recorded in the development agreement as for 1A phase is off because the number of units changed and it has been adjusted for the new units. We would expect that the developer would just pay the difference in that when they come to record this phase.

This has been forwarded onto you by the DRC. Most of the comments that you see there are related to those two key items that I mentioned to you before the discrepancies in the plans such as concrete sidewalks or asphalt trail or setbacks and the rest of those are updates to make some adjustments like to the landscape plan or addressing a geotechnical issue.

Austin Corry then went through the potential findings:

- The density being proposed is consistent with what was approved in the original master plan and preliminary plan. It should be noted that the approved density numbers have been reduced from the master plan approval at the applicant's decision in Phase 1A to no longer pursue bonuses associated with providing LEED compliant design features.
- There is a development agreement recorded that establishes the project vested approvals such as density, on and off-site improvements, open space requirements, access, etc.
- The Development Review Committee has reviewed the project and forwarded the item for decision with a list of comments/concerns noted in the DRC report.
- Per the DRC report, the requirements of the SRZ and Planned Performance sections of the code can be met with conditions and addressed in the development agreement.
- 5. The preliminary plans included review from state agencies which are included in the development agreement.
- 6. The applicant has proposed an amendment to the affordable housing obligation originally calculated for phase 1A. The proposal follows a similar procedure as the initial analysis, but increases from 0.65 AUE to 1 AUE after employee calculations increase by adding the proposed phase 1B which includes the activity center.
- The proposal decreases the amount of commercial ERU's presented in the master plan.
- 8. The commercial ERUs shall be consistent with the master plan throughout the development and the commercial ERUs in phase 1A and 1B may be increased consistent with the master plan with proper site plan approvals.
 - --The applicant has indicated that the commercial ERU's can be increased later without need for a plat amendment. (Commissioner Mark Hendricks replied, why are we making a finding about what an applicant has indicated to us?

Austin replied that the reason why is I think it is important that we at least note. If you chose to approve it the master plan approval included a significant amount of commercial space. Phase 1A platted a portion of that and now they are coming in and asking to amend the approval but they are going to decrease the amount of commercial. Because the commercial was tied so tightly to the bonus density and part of the whole approval I think it is important to note that they are indicating they intend to increase that and get it back up. Commissioner Mark Hendricks replied that what we are missing is the word elsewhere. Austin Corry replied, not necessarily, so what they suggested in that welcome center store and right now they are going down to twenty-eight hundred square feet foot print. Commissioner Mark Hendricks replied if they are tied together it is either they will do it or it is we have eliminated that requirement saying oh yes we can do that, somewhere we can do that. Austin Corry replied that I understand what you are saying. Commissioner Mark Hendricks replied that if it is important enough that a bonus was granted as a result of the commercial then should be held to live up to their settlement. Austin Corry replied that is a fair question and I think that is one you will need to consider as you are considering their request to amend this.)

- The application is for subdivision approval only and does not include a site plan review.
- 10. The submitted plans contain errors or omissions related to setbacks, sidewalks, and road cross-sections. The staff has provided an analysis based on a commitment from the property owner that the setbacks will be corrected and that the construction plans will include a four foot concrete sidewalk and five foot landscaped park strip in compliance with the engineering standard cross-section approved with the preliminary plans.
- 11. No public or private roads are being vacated as part of this plat amendment. As represented by the applicant, the only portion of the public road being altered is in the modified final approval request of phase 1B where a plat was not recorded.
 - --That Strawberry Ranch Road that runs through is the only public road that runs through there. They are maintaining that alignment through this. Through the 1A portion they have modified the alignment through 1B but it wasn't platted.
- 12. Good cause for the amendment exists in that the proposal facilitates changes to rental cabins being proposed with an updated product determined to be acceptable to the County. The densities proposed, although higher than the original Phase 1A plat, are within the approved densities of the master plan approval for the Strawberry Phase.
- All owners within the existing phase 1A plat have provided a consent document for the developer to proceed with the request.
- 14. The proposal is consistent with Utah Code Section 17-27a-609.
- 15. The County determines that the proposed final plan includes only minor inconsequential changes from the approved Preliminary Plans and can be approved with conditions.

Austin Corry then went through the potential conditions:

- Prior to final plat recording or any engineering construction permits, the amendment to the development agreement will need to be signed and recorded.
- Prior to plat recording or any engineering construction permits, DRC conditions related to building pad location and conflicting documents related to the street cross sections and site plan must be resolved to ensure adequate setbacks and building separations are met.
- Prior to plat recording, cost estimates and a cash bond or letter of credit must be provided for all improvements necessary
 for issuance of a building permit. This includes, but may not be limited to, culinary water, power, propane system, sewer
 system, fire flow, and hard surface roads, etc.
- The additional fee-in-lieu for affordable housing shall be paid prior to plat recording.
- 5. A notice of interest shall be recorded on each lot/unit stating that the main access can be closed at any time, for any length of time, and if so, only the seasonal access will be provided. The Notice of Interest for each lot shall be required to be recorded prior to issuance of a building permit and evidence of the recording submitted with each permit.
 - --Austin Corry replied that he didn't go into a whole lot of detail on that one and I don't know how much you want me to go into but that is primarily related to that alternative access plan and the County accepting this substandard, if you will, road that would get you to Renegade Campground, the limitations of access over the Soldier Creek Dam from the main access so just making it very clear on the plat that this is a seasonal resort cabin community and not a permanent residency that you would expect access like normal.
- 6. The improvements and directional signage for the emergency access out to the Renegade Marina will need to be done prior to occupancy of the first unit. Necessary improvements are to Forest Service standards. Prior to the first occupancy permit, an inspection by the SSD, Forest Service, and developer should be done and improvements made so that a two-wheel drive vehicle can use the emergency access. Signage should be clear to direct people out following the shortest route.
 - --Austin Corry replied that I will note that is verbatim in the Development Agreement. That conditions is just carried across verbatim from the Development Agreement.

- Consideration should be given for other emergency evacuation options i.e. helipads at key locations, snow coaches, fire shelters, grooming of the Devils Notch Road and road to Highway 6 for second accesses as shown in the emergency evacuation plan.
 - -- As they move forward through this we would want them to consider that.
- A final site plan application will be required for all commercial uses, including the reunion lodge, and for the open space
 and amenities. Review of those applications will require the Planning Commission to find that the proposed commercial
 uses are appropriate for the development and will fit in with the surroundings and open space as per 16.29.03(B) (2012).
- Any agreements with the Bureau of Reclamation regarding the crossing of the dam are to be provided by the applicant to
 the County to ensure conditions and expectations of the outside review agencies are clearly understood by all
 stakeholders.
- 10. Future phases will require the applicant to coordinate with the BOR and State RDCC.
- Any conditions/concerns noted in the DRC report shall be resolved to the satisfaction of the DRC members prior to plat recording.
- 12. All owners within the phase 1A plat will be required to sign owner's consent on the plat.

Commissioner Mark Hendricks indicated that in Condition No. 6 you have taken that from the prior agreement but can we change should to shall? Austin Corry replied that I think I worded it just because that is how it is and shall is more bearing than should. Commissioner Mark Hendricks replied that is kind of critical to the whole access thing and somebody is going to have to go and make sure it is compliant. I would recommend to change that to shall personally.

Commissioner Mark Hendricks had another question. What is the nature of the road improvements that are being discussed and is it FR 90 Forest Road 90. Austin Corry replied yes. Is there a concern about driving over the dam? Austin Corry indicated that they do cross the dam right now so they need an agreement from the BOR to be able to start recording or getting building permits where you are increasing the number of people that are going to cross that dam. As part of the requirements and process they have to build a bridge to bypass that dam so that you are not getting people crossing over but there is kind of an interim idea you need to get the BOR to say it is okay now and now you also have to bypass it for the full build out. With regard to Forest Service Road 90 is the way the development agreement and the alternative transportation plan was agreed to is their trigger points as the pads come through so it is basically every hundred ERU"s there is a new upgrade and a new standard that they have to bring things up to so it is kind of a modular idea. It is not paved all the way right now.

Commissioner Wendell Rigby asked if there have been agreements between the developer and the fire department as to exactly what it is that they are going to provide when it talks about a fire station. Austin Corry replied that it is probably more appropriate to ask the developer that question. I can say their plans do show the anticipated location. That is not within this phase but they are showing where their discussions have led them to so far. How big the station is and how all of those type of details I don't think has been completed yet but the applicant can address. Commissioner Wendell Rigby asked, what is a snow coach? Austin Corry replied like a snow cat but the developer can tell you more.

Commissioner Doug Grandquis asked about the density issue because some conditions have changed the commercial, the LEED, has that been addressed here? Austin Corry replied the LEED's thing has so I included that in the findings just so it is clear. At preliminary, as they went through and evaluated the density bonus that was granted for the site, one of the things that can contribute to that is providing a LEED energy compliant standard, requiring each building to go through and get their LEED certification or whatever the standard might have been. In preliminary it was indicated that they would not be able to meet those standards so they pulled that out of the density bonus. The commercial commitments that they made at preliminary were part of the density bonus that they were granted. Commissioner Doug Grandquis asked, with regard to the commercial are they reducing the density? Austin Corry replied that is something you would have to debate. This is a large Master Plan so there wasn't anything in the master plan or preliminary that suggested what phase they would provide all of that commercial in, but it was clear that they would provide and gave a total square footage but not necessarily broken down by subphase. Commissioner Doug Grandquis indicated that it says the power is going to be by propane and that doesn't seem to be energy wise. Austin Corry replied, the developer could probably give you better details. Commissioner Doug Grandquis asked about the water. Has there been any resolution to that issue? Austin Corry replied that they are limited to the amount of irrigation that they can apply to the site. They don't have all of the water initially but they would have to have it to get to the final approvals and the applicant can give you better details regarding where they are in the process of obtaining more water for the future. They do have the water rights sufficient for what they are asking you about right now.

Applicant

Burke Roney, the applicant and the majority owner of the project, addressed the Wasatch County Planning Commission and then gave a history of the project. The project is approved and we have the development agreements in place with the County, the special service district, and with the fire district. We fully intend on abiding by all the development agreements in place and have always been committed and never fought on anything that the County has asked of us. The same thing here we are going to abide with the inquiries that Austin has asked for. We wanted to relocate the storage units away from the entry gateway of our project. We are planning on moving it a few hundred feet away in a different canyon that the public doesn't get to see and the owners and the resort guests won't see it hardly at all. We wanted to enlarge the size of the lot pads and would amend it to be 3600 square feet which would make it better for vehicles to be put under cover. We are reducing the cabins to fifty-nine in the same acreage space. The last thing we wanted to do is combine the welcome center and the convenience store with the adventure center, because we found out we needed to do a retention pond below where the adventure center was and it makes sense to move everything up kind of to the Village Center and put all the commercial elements in the same place and not bifurcate ourselves. That is it. That is all we want to do with these changes. There are some complexities about it because it appears that we are reducing commercial and comments that were made concerning that but we are not doing that but deferring it to the right place. The reason why we are doing the commercial the way we are wording it is because we would like to phase it and build something simple and get us initially started. We want to be able to add to it and we want to do something that is expandable, that is why we wanted to say that don't make us build a 10,000 square foot or 20,000 square foot building today, but let us build a 3500 square foot and give us the ability to add other things.

Commissioner Mark Hendricks asked, that you will eventually do it? Burke Roney replied, absolutely. We want commercial but it needs to be put in the right place. Todd Cates, representing the applicant, replied that we are already required to do all of these things in the development agreement. Burke Roney replied, that was approved on the day we did this for 814 and that is how much water we had. We were pre-approved for 1234 units if we acquire additional water. I know where to get the water and have acquired all the water for the project. Nothing has changed since our original intent for this resort. We want a family friendly resort and want to be very inclusive and everything down by the lake is pretty much intended to be very inclusive for the public. Also we are not required to do a bypass road that was considered early on, and later on that was taken away as a condition. Maybe it is still there as a possible bonus density and maybe that is why it is still listed there but it is not a requirement and we can confirm. We have people to help us with that if we need some historical memory. Also with regard to Condition No. 6 and it was removed and probably need to correct that. The approval tonight the County Council will help us with that issue and whatever that will be we will abide by it. Also I don't want the word shall on that. When we went through this process it was suggested and accepted on our transportation plan that we would have alternative accesses and an alternative plan including snow coaches, etc. We are going through the process and have met with the Forest Service and went on site and did all that and in the end they said this is great, but you can't tell us what to do and you can't mandate that somebody to make sure that our roads are maintained and increased. We were willing to comply but the Forest Service said that is not the County's call and we are not sure we want it improved. That is why we are considering not saying "shall" if I had my way I would say "may". Commissioner Mark Hendricks replied that at the end of the day it is your prior agreements is what is going to control.

Commissioner Wendell Rigby asked, what discussions have you had with the fire department? Burke Roney replied that we have a full development agreement signed in place with the fire district. Ernie Giles indicated that we would like to have the fire station down more towards the lake and would you consider this and we said that absolutely. We have a full development in place that says with each subsequent phase that we do and we come in and review with the fire department the plan. As far as the road from the County and it is in the development agreement and the transportation plan and we have a full phasing plan for that when it occurs after one hundred ERU's we fix the worst mile section of that road and widen it and even that has some latitude. It is by agreement and it is in there and we will follow it and it is in seven or eight phases. It is very clearly identified where we are at. Four or six hundred ERU's we have improved the road all the way in as much as the County will want us to do that.

Commissioner Doug Grandquis asked, why did you go with the propane generators? Burke Roney replied that we are going to comply for right now and that is not our long term plan and we will have a centralized propane system with a battery component. We have longer term plans that are much greener and more enjoyable than that. We are very excited to go forward and build this.

Todd Cates, representing the applicant, presented a Power Point via Zoom from Spain and addressed the project. Todd indicated that with regard to fire there is a specific emergency services plan and it has a phasing plan as well that provides for a temporary structure and then into a permanent structure. Austin Corry has done a great job covering most of our stuff. We plan on complying with everything that Burke Roney has indicated because he has done a good job explaining why we are asking for this amendment. There is no issue on open space especially at this early stage. We are in good shape when it comes to Good Cause being granted. We are just moving commercial from one plat to another. We are moving the storage facilities as Burke has indicated. We will have a cluster of homes so there will be a better open space and better usage for the open space. With a more centralized commercial center, it is going to improve the access and the movement between the homes. It makes more sense to phase those in.

With our engineer, we have gone through and all of those setbacks have now been fixed. We have twenty foot setbacks between the buildings. With all the issues in the staff report regarding the plat amendment we are totally in agreement with those and have no issues and a lot of them are covered in the Development Agreement and they don't have to be discussed. Another change that I would ask for is in Condition No. 5 and the development agreement should be matched for that conditions and the development agreement specifically says that the main access can be closed at any time and for any length of time and the secondary seasonal access can be used. That would be my request at this time.

Jon Woodard indicated that he wanted to explain my understanding and correct me Austin or Todd and the main reason that the main access can be closed at any time and it is not at the developer's discretion it is because you are going across the dam that is controlled by the BOR and we are just acknowledging that reality that dam may close at any time. Todd Cates replied that we have had discussions just recently again with the BOR and wanted to make sure that was still on the plat. It can be closed at any time and if it is being closed is generally done with plenty of advanced notice for everybody and generally not very long but just a few hours at a time but they have the right to close it whenever they want for repairs or things like that.

Austin Corry asked one question to Todd, just for clarity on your questions about number five is it because this one says "will be provided" and as far as I can tell the difference is between "will be provided" or "can be used"? Todd replied, let me look that up. Commissioner Mark Hendricks replied that all of this can be resolved by indicating compliance with the Development Agreement. Todd replied, yes that is right, Austin, the difference was it said only the seasonable access "will be provided". Burke Roney replied that I agree with Commissioner Mark Hendricks, if we are complying with the development agreement it is all stated in there. The difference being is that the development agreement actually requires to provide year round access. The deed says this is seasonal and no County services are provided and a secondary home and we get that and it is on the deed but we are actually required to provide year round access once we start plowing. It is all within the development agreement. Austin Corry replied, it is adding the word secondary primarily rather than just calling it seasonal access because they have year round access through the main road.

Public Comment

Chair Chuck Zuercher then opened the public hearing up for public comment and there was none so the public comment period was closed.

Chair Chuck Zuercher then asked if there is any more comment regarding the matter. Austin Corry replied that you will notice that it was noticed this way and I don't have any language or proposal from the developer in the application but this does include a request to amend the development agreement. What I heard Mr. Roney mention was that possibly some discrepancies that are written in the Development Agreement from potentially what was approved. I don't have the historical knowledge of that and all I have is the development agreement that reads differently, but I do think that the County Council in considering amendments to the development agreement and if the history is different could hopefully provide some clarity on that and get in a recorded document and that is if that is the case. The reason I am bringing it up is that you as a Planning Commission are aware that this does include a request to amend the development agreement.

Commissioner Mark Hendricks replied that this Commission is primarily not a party and we don't have authority and we can't comment on that. If we need to bifurcate the application and kind of carve that out. The Council can do whatever they want. It is their agreement and they are the party right? Whoever it is, it is not us and my view on that is we should remain neutral on any necessary amendments to the Development Agreement. Austin Corry replied that I did not intend to convey that you should opine on that in any way. Commissioner Mark Hendricks replied that it is important that we understand that it is in their application. Austin Corry replied that there was some discussion about potentially changing conditions and that is more why I brought that issue up rather than wanting to delve into a large development agreement discussion. Commissioner Mark Hendricks replied that the only condition, and could you go to Condition No. 8 and I understand what the intent here is but it is weird. I would be more inclined to say something, and I am not drafting right now, but something on those lines of the applicant acknowledges that the ERU allocation is a function of their commitment to commercial. Jon Woodard, you will need to help us word smith this. I am not comfortable the way that this is worded but I just think it should be either we say nothing because saying that the commercial ERU's but because their number of ERU's is a function of their commitment to a certain amount of commercial and we are removing a commitment to a certain amount of commercial in this amendment and we should just acknowledge that the overall commitment to commercial remains but possibly in a different location.

Commissioner Doug Grandquis asked, is there a formula for the ERU's based on commercial footage, evaluation or whatever uses? Austin Corry replied that honestly not to that level of detail so it is because of the amount of commercial that they presented

during the Master Plan process when they went through the Planned Performance Development there was a percentage of bonus density granted overall.

Commissioner Mark Hendricks replied that when you say an amount what is the matrix and what is the quantifier for amount, is it square footage or is it uses? It may not be that specific. Austin Corry replied that is not that specific. I think what I am hearing you say is if they came in and said I am going 15,000 square feet of commercial and well that is a seven percent bonus and that is not how the code is written. The Council can grant zero to thirty percent of a bonus and you tell me what you are going to do and then the Council is going to tell you what they will give you. Commissioner Mark Hendricks replied that I think we need to strike this thing completely. They are going to have to review it and we are going to have to see it anyway. This just says and I can read this and say the applicant has indicated and first of all we don't care what the applicant indicates and they can say that I am indicating the sky is falling and I don't want to find that they have said something and that the commercial ERU's can be increased later and it is like I want ten million commercial ERU's I have just increased it. I am not comfortable with this as a phrase.

Todd Cates replied that quite frankly both number seven and number eight are incorrect in my mind because number seven we aren't really decreasing the amount of commercial ERU's in the master plan and moving it around in different phases and we still plan on these exact amount of commercial ERU's from the Master Plan. Commissioner Mark Hendricks indicated that if we don't have a size formula it just lands right back in the County Council's discretion to say that yes you have done enough commercial to keep that ERU bonus or wait a minute no that you haven't. We want to reduce your ERU's and if we don't have a good standard.

Commissioner Doug Grandquis replied, why can't we put that in there? Why can't we put that in there and why can't you say something that is the discretion of County Council to decide the number of ERU's based on commercial. Austin Corry replied that decision has been made. We do have a total square footage that they are supposed to hit.

Commissioner Mark Hendricks replied that it doesn't require them to do it here right? Austin Corry replied, not necessarily. Commissioner Mark Hendricks replied, so maybe it doesn't matter. Austin Corry replied that what we do have is the totals that they came during Master Plan. The Finding No. 7 or 8 whatever one that mentioned they are reducing the ERU's well that is based on this that says that the activity center is 20,000 square feet and they are proposing that is 5800 square feet and that is a decrease from what they proposed in master plan. The next finding the one that you are struggling with and I'm not saying that it was worded correctly but the intent was to acknowledge that they are building something smaller but they are indicating that they will expand the size of that later on to comply with the Master Plan. Commissioner Mark Hendricks replied that I am fine. This isn't an obstacle in my mind in advancing this to the Council and I just don't like finding that but to have a finding that says that the developer recognizes that the current allocation of ERU's is based on prior representations of commercial development or ERU's and acknowledges its commitment to do something equivalent throughout the course of the project. You get this for this. It is very hard to nail it down in my opinion.

Burke Roney replied that I think Austin is trying to help us and he is trying to make it so that we don't have to do another amendment in the future. He knows what our intents are. I think it is a working thing. All we are looking at and maybe can take out the word that the applicant has indicated and maybe it is just commercial ERU's may be increased later with the approval of the Planning Commission. Commissioner Mark Hendricks replied, that is not what I am trying to achieve. Burke Roney replied then strike them both. Commissioner Mark Hendricks replied that what I am trying to achieve is that if you have got a bonus for a certain amount of commercial activity you should commit to that. I fully understand that you want to commit to it and it is in your interest. I understand the spirit is there. Chair Chuck Zuercher replied, isn't that in the Development Agreement?

Jon Woodard replied that let me throw out an idea: The commercial ERUs shall be consistent with the master plan throughout the development and the commercial ERUs in Phase 1A and 1B may be increased consistent with the master plan with proper site plan approvals".

Commissioner Mark Hendricks replied, that does it, yes. Austin Corry replied, are we talking about amending Finding No. 8? Jon Woodard replied that Finding No. 7 is okay. Commissioner Mark Hendricks replied that I would leave Finding No. 7 and 8 and replace it with a new number seven. Austin Corry replied that No. 7 is still technically correct. Commissioner Mark Hendricks replied that is correct and then leave No. 7.

Motion

Commissioner Mark Hendricks made a motion to approve the amendment and final plat for Strawberry Ranch Phase 1A and 1B and forward it to the County Council with all the conditions and the findings in the staff report as modified.

Commissioner Kimberly Cook seconded the motion.

The motion carries with the following vote:

AYE: Chair Chuck Zuercher, Mark Hendricks, Doug Grandquis, Doug Hronek, Kimberly Cook, Wendell

Rigby, Scott Brubaker

NAY: None.

ADJOURNMENT

Chair Chuck Zuercher made a motion to adjourn.

Commissioner Kimberly Cook seconded the motion.

The motion carries with the following vote:

AYE: Chair Chuck Zuercher, Mark Hendricks, Wendell Rigby, Doug Hronek, Doug Grandquis, Kimberly

Cook, Scott Brubaker

NAY: None.

Meeting adjourned at 10:00 p.m.

CHUCK ZUERCHER/CHAIRMAN

EXHIBIT Ad1-D – Phase 1a and 1b Affordable Housing Obligation

FIRST AMENDMENT TO THE STRAWBERRY RANCH DEVELOPMENT AGREEMENT

Affordable Housing for Phases 1A and 1B

A. Wasatch County Affordable Housing Requirements for Strawberry Ranch

Strawberry Ranch shall comply with Section 16.30 — Moderate Income Housing of the Wasatch County Code. Strawberry Ranch is considered a resort development under Section 16.30.14. Resort developments "..shall provide the proposed resort's seasonal workforce housing plan that provides moderate income housing in a socially, economically and environmentally responsible manner" per Section 16.30.03. Ten percent (10%) of the employee housing demand generated by the resort development should be developed by the resort per Section 16.30.08.A.

B. Affordable Housing Requirement for Phase 1A and 1B per Section 16.30.08

Building	Area	FTE	AUE Obligation
Welcome Center/Real Estate	2,500 sf	5.9	(2,500 x 5.9)/1000 = 14.75
Management			employees
Convenience Store	2,500 sf	3.3	(2,500 x 3.3)/1000 = 8.25 employees
Club House/Activity Center	5,000 sf	5.3	(5,000 x 5.9)/1000 = 29.5 employees
			Total Employees = 52.5

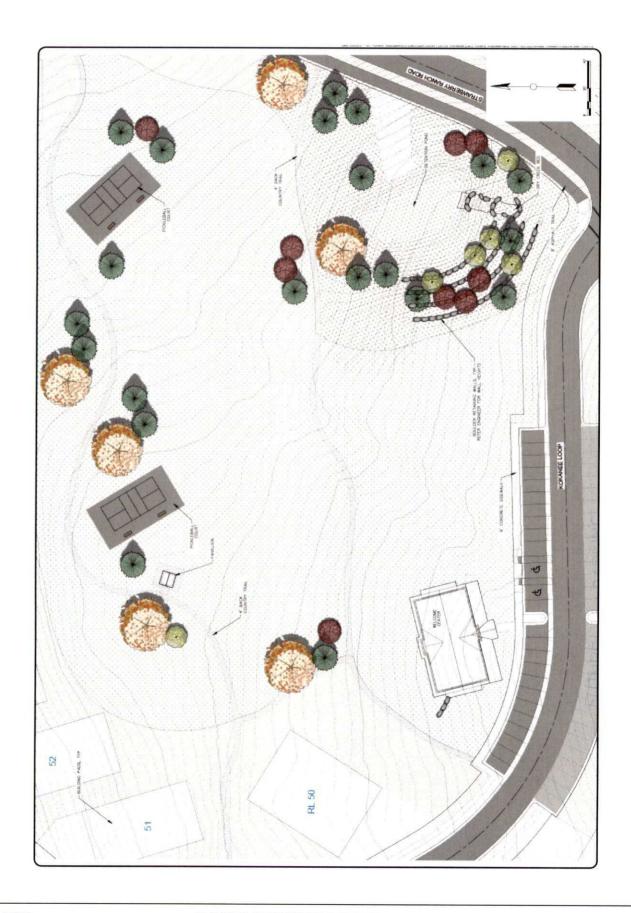
10% of the calculated affordable unit equivalent (AUE) should be provided by the development. The AUE for Phase 1A and 1B is 5.25.

C. Affordable Housing Requirement for Phase 1A and 1B per Anticipated Employees

The full time equivalent (FTE) per leasable building area outlined in Section 16.30.08 of the county code appears to be very high for the Strawberry Ranch development. The following is offered as an alternative affordable housing requirement for Phase 1A and 1B.

Use	40 Hour per Week Employees
Real estate and property management office	4
Convenience store	2
Club House/Activity Center	4
	10.00 = total employees

Affordable housing should be provided for 10% of the anticipated employees. The affordable housing requirement for Phase 1A and 1B is 1.0 AUEs. Since this is only 1 unit a fee in lieu is proposed for Phase 1A and 1B.



PLANT	PLANT SCHEDULE		
IREES	BOTANICAL / COMMON NAME.	CONI	친
	AGER FREEMANII "AUTUMN BLAZE" / AUTUMN BLAZE MAPLE	2° CAL	5
	PICEA PUNGENS / COLORADO BLUE SPRUCE	E)	7.
•	PICEA PUNCENS GLAUCA "WELL'S BLUE TOTEM" / WELL'S BLUE TOTEM SPRUCE	B ₩	7
a	PINUS FLEXIUS 'VANDERWOLF'S PYRAMD' / VANDERWOLF'S PYRAMID PINE	8 8 8	e
	POPULUS TREMULCIDES / QUAKING ASPEN	2" CAL	27
	PRUNUS SIRGINIANA 'CANADA RED' / CANADA RED CHOKECHERRY	2" CAL	23

PLANTING NOTES

1. THE BASE INTORMATION FOR THIS DRAWNO WAS DETABLED FROM DTHERS. THE COOKTRACTOR IS RESPONSIBLE FOR YORKNIND AN THE DRAWNO WITH ACTUAL FILD CONDITIONS PRIOR TO BECOMING ANY WORK, AND MARCHAELT WORTHON THE LANDSCAPE, APENFIELD OF ANY DESCRIPANCES IN THE EXIST THAT THE CONTRACTOR BEONS WORK PRIOR TO VERFING AND COMPARING THE BASE INFORMATION WITH ACTUAL PIED, CONDITIONS, THEN ANY CHARICES OR ALTERATIONS TO THE WORK HARDENED WITH THESE DRAWNISS DUE TO SUCH DROSEDSHIVES WILL BE PERFORMED BY THE CONTRACTOR AT INDIADALORS.

2. THE CONTRACTOR IS RESPONSBLE FOR VERIFYING AND WARRING THE LOCATIONS OF ALL UTUTES WITHIN THE LIMITS OF WORK FRICE TO BECINING CONSTRUCTION CONTACT THE OWNER, BLUE STAKES OF UTAH (1-800-662-411), AND ALL OTHER ENTITIES AS NECESARY. IN THE ENEXY THAT THE CONTRACTOR BEGINS WORK PROP TO VERIFYIND AND FREAD AND DAMAGE OF UTUTIES OCCURS. THE DAMAGED UTUTIES WILL PERPARED AND THE ENEXY TAY AND ADDITIONAL COST TO THE DAWAGED UTUTIES WILL IT PROVIDED WILL PERPARED AND FERENCE TO LEGENDS, AND ES, OFTAHLS, AND SPECIFICATIONS FOR FURTHER

HEPGRIED TO THE LANDSCAPE ARCHITECT AND RECORDED ON "AS BUILT DRAWNIGS.

ALL PLAND MATERIAL SHALL CORFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY

MATERIAL STANDARD FOR ALMESTRY STOCK, PUBLISHED BY THE AMERICAN HURSERY

ASSOCIATION, HIC.

4 ANY ALTERATIONS TO THESE ACTUAL PLANTING PLANS DURING

6 ALL PLANTS OF BALLD AND BURLAPPED OF CONTAINER GROWN, UNLESS OTHERWISE HOTED ON THE PLANT LST.
7 DIMARTTER HOTELSTO IN THE PLANT SCHAFFILIF BARE FOR CONVENIENTED DAILY THE

7. DUARTHES INDICATED IN THE PLANT SCHEDULE ARE FOR CONVENIENCE DNLY. THE CONTRACTOR IS RESPONDED. FOR VIREYING ALL QUANTITIES, AND SHALL SUPPLY ALL PLANT MATERIAL, IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING DESIGN SHOWN OF THE PLANT SCHEDULE. SUBSTITUTIONS OF PLANT SPECIES HALL BE MADE WITH PLANTS OF EQUIVALENT FORMS, HEIGHT, BRANCHING HABIT, FLOMER, LEAF, COLOR, TRUIT AND

I PRUME TREES NEXT TO SIDEWALKS TO A MINIMUM HEIGHT OF 7 FOR A CLEAR WALKING

CHIURBED AREA RE-GRADED AND RE-VEGETATED WITH STRAWBERRY RANCH HYDROGEED WAY 1 / SHRUBS, ORASSES, AND WILDSURES, INDIAN RICE GRASS. WYCHONG BIG SAGERINSH, RUBBER RABBEI BEN'SH, GLOBENALLION GDOGEDBERRY-LEAF, WESTERN WEEAT GRASS, SANDBERG BULGGARSS, SAND REOF THE FALL, BEFORE SHOW WORSELD IN THE FALL, BEFORE SHOW WORE APPLICATION MAY BE NECESSARY IF SEED DOES NOT GRAINALE IN SYRING.

STRAWGERRY RANCH HYDROSEED MIX I PLANT IN DISTURBED AREAS WITH TEMPORARY BRIGATION UNTIL. PLANTS ARE ESTABLISHED. IRRIGATION TO BE SHUT OFF AT TIMER, VALVES, OR BY CAPPING SPRINKLER HEADS.

SEED MIXTURES AND APPLICATION BY SLAMMIT SEEDING, MIKE 801-908-9503

STRAMBERRY RANCH HYDROGEED MIX 2 / APPALADHAN KENTUCKY BLLEDRASS, SELWAY KENTUCKY BLLEGRASS, RADGASTAR KENTUCKY BLLEGRASS, BOREAL CREEPING RED FESCUE, SHINNG STAR PERENNAL PRICHASS, FOR MANICURED RAFLAS,

GROUNDCOVERS

CLETURE ONLY AS APPROVED BY THE LANDSCAPE ARCHITECT PRICH TO INSTALLATION

GENERAL NOTES

1 THESE PLANS MEET THE WALDLAND URBAN NITEMS ACE REQUIREMENTS, CONTINACTOR TO ENSURE TREE CANDRES WILL BE A MANADA OF 30' AWAY FROM ANY BUILDING.
2 DEMELOPER TO PROVIDE TREES, SPRUBS, IRPIGATON, AND PEVEGETATION OF DISTURBED AREAS HOW TO MANADAM LANDSCAPED APEAS THEREWITER.

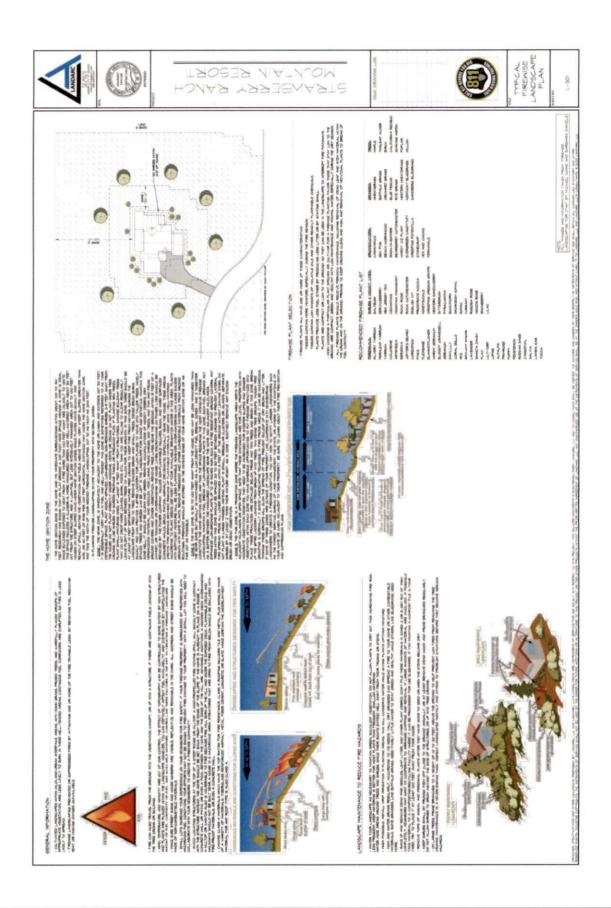


EXHIBIT G - Trail Plan

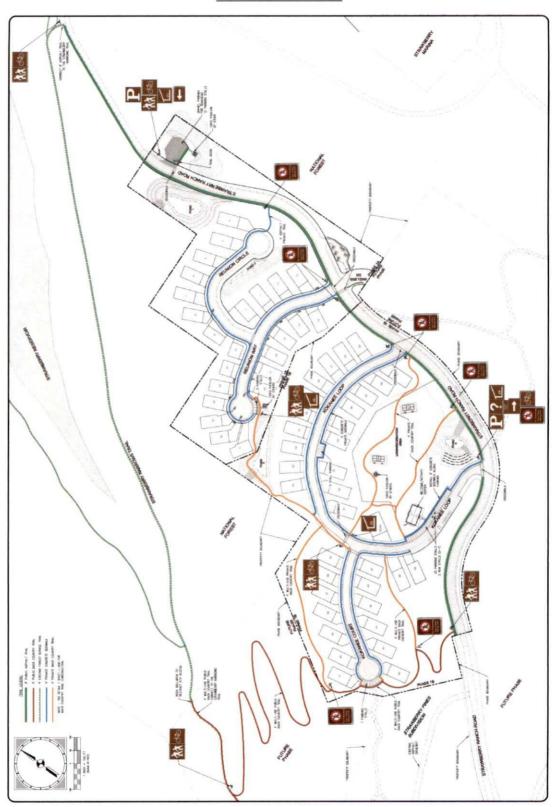


EXHIBIT H - Proposed Affordable Housing Obligation Amendment

Affordable Housing for Phases 1A and 1B

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			Total Employees = 52.5

10% of the calculated affordable unit equivalent (AUE) should be provided by the development. The AUE for Phase 1A and 1B is 5.25.

C. Affordable Housing Requirement for Phase 1A and 1B per Anticipated Employees

The full time equivalent (FTE) per leasable building area outlined in Section 16.30.08 of the county code appears to be very high for the Strawberry Ranch development. The following is offered as an alternative affordable housing requirement for Phase 1A and 1B.

Use	40 Hour per Week Employees
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Convenience store	2
Club House/Activity Center	4
	10.00 = total employees

Affordable housing should be provided for 10% of the anticipated employees. The affordable housing requirement for Phase 1A and 1B is 1.0 AUEs. Since this is only 1 unit a fee in lieu is proposed for Phase 1A and 1B.

EXHIBIT I - Master Plan ERU breakdown

December 1, 2012

Strawberry Highlands - Revised ERU Calculations

Equivalent Residential Units (ERU) calculations are based on Section 16.37.11 - ERU of the Wasatch County Code. A summary of items from this section that apply to the Strawberry Highlands project include:

Hotel or motel room not to exceed 500 sq. feet	0.25
Hotel, motel or resort suite not to exceed 700 sq. feet	0.33
Hotel, motel or resort suite not to exceed 1,000 sq. feet	0.50
Hotel, motel or resort suite not to exceed 1,500 sq. feet	0.75
Residential unit not to exceed 5,000 sq. feet	1.00
ERU increase for every 500 sq. feet a residential unit exceeds 5,000 sq. feet	0.10
Commerical eru is 0.86 / 2,000 sq. feet of floor space = 0.00043 ERU per sq. foot	0.00043
RV pads have been assumed the same as a not to exceed a 500 sq. feet motel roo	m

Table 1 - Strawberry Highlands ERU Calculation

	Cabins	Rentals	701/	Amenity	5011	
Use	or	Lodge Suites	RV	Floor	ERU	
Strawberry Phase	Lots	Suites	Pads	Area	Rate	ERU
		40			0.00	2.20
Reunion Lodge #1 Reunion Lodge #2		10			0.33	3.30
Reunion Loage #2		10		-	0.33	3.30
Rental Cabins (< 700 sf)		33			0.33	10.89
Rental Cabins (< 1,000 sf)		33			0.50	16.50
Rental Cabins (< 1,500 sf)		33			0.75	24.75
Lots with homes < 5,000 sf	54				1.00	54.00
Cabins	36				1.00	36.00
Club Strawberry Units	40				1.00	40.00
RV Park			33		0.25	8.25
Activity Center				20,000	0.00043	8.60
Welcome Center				20,000	0.00043	8.60
Gatehouse				25,000	0.00043	10.75
Willow Creek Phase						224.94
Fishing Village Lodge	T	10			0.50	5.00
Hideout Lodge		1			1.00	1.00
Rental Cabins (<1,500 sf)		12			0.75	9.00
Lots with homes < 5,000 sf	58				1.00	58.00
Lots with homes > 5,000 sf	30				1.20	36.00
Cabins	110				1.00	110.00
Discovery Center				50,000	0.00043	21.50
			-			240.50
Lost Dear Phase		0.5			2 22	
High Altitude Lodge	- 10	25			0.33	8.25
Lots with homes < 5,000 sf	18				1.00	18.00
Lots with homes > 5,000 sf	18				1.20	21.60
Cabins	51				1.00	51.00
RV Park			115		0.25	28.75
Trail Head Activity Center				20,000	0.00043	8.60
High Altitude Sports Center				110,000	0.00043	47.30
Bear Canyon Phase						183.50
Dude Ranch Lodge		10			0.33	3.30
Adventure Lodge and Spa		25			0.33	8.25
Rental Cabins (<1,500 sf)		25			0.75	18.75
Lots with homes < 5,000 sf	31	23			1.00	31.00
Lots with homes > 5,000 sf	31	-			1.20	37.20
Equestrian Center	- 01			100,000	0.00043	43.00
Adventure Center		-		55,000	0.00043	
Adventure Center				00,000	0.00043	23.65 165.15

3 August 2023

227

148 400,000

814.09

347

Master Plan Totals

EXHIBIT J - DRC Report



Wasatch County
DESIGN REVIEW
COMMITTEE (DRC)
COMMENTS

PROJECT ID: DEV-6741

PROJECT NAME: STRAWBERRY RANCH RESORT PH 1A AND 1B

VESTING DATE: 6/23/2022

REVIEW CYCLE #: 5

REVIEW CYCLE STATUS: READY FOR DECISION

Project comments have been collected from reviewers for the above noted review cycle and compiled for your reference below. Please review the comments and provide revised plans/documents if necessary. **Resubmittals must include a plan review response letter** outlining where requested changes and corrections can be found. Failure to provide such a letter will result in the project being returned to you.

When uploading revisions please name your documents exactly the same as it was previously uploaded. Revision numbers and dates are automatically tracked. There is no need to re-upload documents that aren't being changed. DO NOT DELETE documents and then upload new ones.

Once you have addressed all of your items and successfully uploaded your revisions, be sure to re-submit your project for review. Resubmittal must be made through the portal in order to receive official review. Projects requiring Planning Commission approvals or recommendations will not be placed on a planning commission agenda until all DRC reviewers have recommended the item to move forward.

Entity	Decision
Manager's office	Ready for Decision
Public Works Department	Ready for Decision
County Surveyor	Ready for Decision
Sheriff's Office	Ready for Decision
Weed Department	Ready for Decision
GIS Department	Ready for Decision
Environmental Quality	Ready for Decision
Building Department	Ready for Decision
MAG Regional Trail Planner	Ready for Decision
Planning Department	Ready for Decision
Health Department	Ready for Decision
DRC - Strawberry SSD	Ready for Decision
Engineering Department	Ready for Decision
Recorder's Office	Ready for Decision
DRC - SSA 1 Water	Ready for Decision
Assessor's Office	No Action Taken
Housing Authority	No Action Taken
Fire SSD	No Action Taken

Approved = Reviewing entity has approved the project under consideration of their applicable codes. Any open comments are considered conditions of the entities recommendation.

Ready for Decision = Reviewing entity recommends the project move forward to a Planning Commission meeting (if applicable). Any open comments are considered conditions of the entities recommendation.

Changes Required = Reviewing entity has identified an issue(s) that needs to be resolved before recommending the project move forward.

No Action = Reviewing entity has not taken any action for the review cycle.

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OVERALL PROJECT COMMENTS

Comment ID	Entity	Comment
DRC-JSSD1	DRC - Jordanelle SSD	Plan review coordination to take place and be completed with the District engineer.
DRC-JSSD3	DRC - Jordanelle SSD	Approval of this phase of development is contingent on the developer complying with the maximum permanently irrigated acres indicated in the will serve letter (which matches the information provided by the landscape architect for the project). This phase of development includes a large area which we understand is intended to be temporarily irrigated to revegetate disturbed areas and thus re-establish native plantings. If these areas are permanently irrigated, the now current owner(s) of these phases will be required to dedicate additional water rights to satisfy this use. Temporary irrigation requirements in SRSSD are that: (i) systems for such areas be above ground systems; (ii) such systems can only be served by meters/laterals which include permanently irrigated areas; and (iii) such systems will only be in use for one to two seasons. The latest submitted irrigation plans cast some ambiguity as to whether these requirements are still intended to be met. This must be clarified by the developer in an updated irrigation plan, or alternatively, additional water rights for these areas are dedicated to this phase.
DRC-PLN44	PLN - Planners	Be aware that the increase in building pad space results in a decrease in the overall open space conservation easement being provided. As things progress through future phases you will want to ensure you can still comply with the open space requirement.
DRC-PLN63	PLN - Planners	Planning and Engineering spoke with the project owner 8/2/2023 and received confirmation from them that they are aware of the conflicts in the document and gave verbal indication of their intended direction to proceed. This will be represented in the staff report since conditions will be necessary to resolve them.

PROJECT DOCUMENT SHEET COMMENTS BY REVIEWING ENTITY

DRC - Engine	ering Dept	
Comment ID	Sheet Name	Comment
DRC-ENG3	10 - Street Plan	Relative to sheet D-1, need a geotechnical engineered design for Retaining walls greater than 4'. That includes combinations of more than one 4' wall. The walls they are showing are very constructible. I am fine with the layout and I am good reviewing the wall designs after the construction permit has been permit has been issued.
DRC-ENG13	10 - Street Plan	Need more than a chain link fence on top of the retaining wall or

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		the down hill side of the dumpster area to protect vehicles from going over wall. Guardrail will have to be incorporated and accounted for in retaining wall plan.
DRC-ENG20	15 - Cost Estimate	Wasatch County has adopted a standardized engineer's estimate spreadsheet. This will have to be provided during the construction permitting process.
DRC-ENG26	10 - Street Plan	It is hard to foresee all areas where guardrail may be required. Guardrail will be required on the project site per the county code. The code requires guardrail on any slopes 3:1 or steeper for a vertical height of more than 8'. Exact location of guardrail will be determined upon site inspection with the engineer of record for the project.
DRC-ENG27	10 - Street Plan	Section 2.2 is not what was discussed. There should be a park strip on both sides of the road.
DRC-ENG28	10 - Street Plan	On sheet C-3.8 the plan view for Kokanee Court still shows the sidewalk next to the curb
DRC-ENG29	10 - Street Plan	There is some contradictions in the site plan, plan and profiles, and street plans where it states paved trails could be used. The sidewalk adjacent to roads has to be 4' concrete sidewalk due to setback requirements. No 4' wide paved trails will be accepted.

Comment ID	Sheet Name	Comment
DRC-PLN46	17 - DevAgreement	Should use the version accepted by the County attorney. The proposed modification on D.a. and D.b. doesn't match the proposed plans. The welcome/activity and convenience store is shown in phase 1b and phase 1c should be showing moving
DRC-PLN47	01 - Cover	reunion lodge #2 from there to 1b. Your site calculations are incorrect. This states 13.58 acres of common area in phase 1B, however, I calculate 9.7. It appears you have included your commercial parcel in the numbers.
DRC-PLN48	Other - Strawberry Ranch Parking Tabulations	Applicant has indicated that this is now only a subdivision application with deferred site plan review. As such, parking will be analyzed when the full site plan documents are provided. By way of information, a quick review of 16.33 and your document suggests a commercial requirement of 40 stalls, not the 21 that shows here. For the site plan application, please provide a better parking analysis that references the 16.33 standards you apply in your assumptions.
DRC-PLN49	02a - Plat	Plat note 10 should be amended to grant a specific easement. The following is the recommended language: Trails as shown are dedicated for public use. In the event that the developer builds trails in a slightly different location(s), the Developer can prepare a deed with an as-built legal description of the trails, and with written signoff from the county planning director and the county attorney, may record the deed conveying the as-built trails to the county, which deed shall

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		automatically supersede the trails as shown on this plat without the need for a plat amendment.
DRC-PLN50	02a - Plat	The public trail easement for the 4 foot backcountry trails needs to be 10 feet. See16.38.03.
DRC-PLN51	02a - Plat	Common areas that need to contribute to the 96.7% open space commitment for the bonus density will need to have an open space easement in favor of Wasatch County. This is typically done by a simple plat note as discussed with Todd Cates on 7/27/2023. While the calculations were run and the project can currently comply without the open space easement on this phase (14.167 acres 1a, 22.648 acres 1b, 3489.23 acre conservation easement = 98.96% for the total 3,526.05 ac currently in consideration/encumbered), the master plan documents show this area as part of the open space. Currently there is 3489.23 acres under conservation easement that is credited toward the total 6,778.67 required to meet the 96.7%. If you would like this area to be taken from the open space contribution, please provide documentation of how the 6,778.67 will be achieved elsewhere.
DRC-PLN52	DRC Response	Response to PLN42 indicates that landscaping has been added to the base of the wall for screening. While the wall detail is updated, the landscape plan does not reflect the same.
DRC-PLN57	Other - Site Plan	There are a few of the units that aren't measuring at 20 feet setback from back of walk.
DRC-PLN58 DRC-PLN59	10 - Street Plan 10 - Street Plan	Cross section 2.2 is missing the parkstrip on one side. It needs to match your site plan.
		Some cross-sections call-out 4 foot asphalt. Per engineering, it either needs to be 4 foot concrete or 6 foot asphalt. At this stage, I can only approve at 4 foot concrete because if you opt to move to asphalt, it will affect your setbacks.
DRC-PLN60	Other - Site Plan	The 4 foot asphalt trail will have to be concrete, or you will have to adjust your units again to fit 6 foot asphalt trails.
DRC-PLN61	Other - Trail Exhibit	This shows a legend of 4 foot concrete, but labels that say 4 foot asphalt.
DRC-PLN62	DRC Response	Responses indicate you have updated all plans to be 4 foot concrete, but review of the plans shows conflicting information. This will be moved forward based on your statement you are doing 4 foot concrete. Your plans need to be updated to reflect such.

DRC - Survey	or Office	
Comment ID	Sheet Name	Comment
DRC-SUR1	02a - Plat	This is a preliminary plat. We will approve this plat so the project can proceed to the planning commission phase. We reserve the right to review the final signed plat.

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Doug Smith indicated that we don't need to add anything on Condition No. 5 but I think on Condition No. 4 that Commissioner Mark Hendricks was saying that maybe we just state that is a compliant secondary access and not contingent on having a specific developer do it. Commissioner Mark Hendricks replied that I think that is what you have done with what is up on the screen by striking out that language as amended and Condition No. 4 is a good condition. Frankly you probably could strike all of Condition No. 4. Jon Woodard replied that the concern I have right now we are approving a plan that shows Benloch Ranch Road as the secondary access and I don't care who builds it but as soon as you are not using Benloch Ranch Road you are deviating from a preliminary plan and it could well be that works one hundred percent but that is not the plan that we have before us. Commissioner Mark Hendricks replied that I agree with that so I retract my comment.

Chair Chuck Zuercher asked, do we have to have anything in there that says an access road is acceptable to the County engineering standards? Doug Smith replied no, because I think that is going to be a given. Russell Skuse replied that Benloch Ranch Road can be considered both and it can be a main access and also considered a secondary access in multiple situations. Jon Woodard replied that I don't see an issue with the Commission adding that if you want to but I think we have explained it that is how we would read Condition No. 5 that we look to engineering to determine what is complete.

Commissioner Wendell Rigby asked, during your presentation did you indicate that the staff was recommending approval? Doug Smith replied that yes we were recommending that.

Motion

Commissioner Mark Hendricks made a motion that we approve Item No. 3, the application by Cache Private Capital Diversified Fund LLC for final subdivision approval of Benloch Ranch Phase 4A, in light of the findings and subject to the conditions outlined in the staff report. The conditions have been modified by the staff with strike-out to certain language in Condition No. 4.

Commissioner Kimberly Cook seconded the motion.

The motion carries with the following vote:

AYE: Chair Chuck Zuercher, Mark Hendricks, Kimberly Cook, Doug Hronek, Doug Grandquis, Wendell

Rigby, Scott Brubaker.

NAY: None.

ITEM 4

BRIAN BALLS, REPRESENTING BURKE RONEY, REQUESTS A PLAT AMENDMENT TO STRAWBERRY RANCH PHASE 1A AND AN AMENDED FINAL SUBDIVISION APPROVAL FOR STRAWBERRY RANCH PHASE 1B IN ORDER TO AMEND PREVIOUS APPROVALS FOR PHASES 1A AND 1B OF THE MASTER PLANNED DEVELOPMENT TO VACATE PLATTED COMMERCIAL LOTS FROM PHASE 1A; INCREASE THE SIZE OF PUD CABIN LOTS FROM AN AVERAGE OF 900 SQUARE FEET TO NOW BE 3,600 SQUARE FEET; INCREASE THE NUMBER OF CABIN ERUS FROM 40.99 TO 59 CABIN ERUS AND TO DECREASE COMMERCIAL ERUS FROM 4.69 TO 2.4; AND MOVE THE LOCATION OF A CLUBHOUSE AND WELCOME CENTER FROM 1A TO 1B. THE PROPOSAL ALSO INCLUDES A REQUESTED AMENDMENT TO THE DEVELOPMENT AGREEMENT WHICH WOULD HAVE THE EFFECT OF ACCEPTING THE PROPOSED MODIFICATIONS AS COMPLIANT WITH THE PRELIMINARY APPROVAL. IF APPROVED, THE OVERALL SITE ACREAGE WOULD ALSO INCREASE FROM APPROXIMATELY 18 ACRES TO INSTEAD INCLUDE 36.815 ACRES LOCATED AT 9514 S STRAWBERRY RANCH ROAD IN THE PRESERVATION (P160) ZONE. *IF FORWARDED, THE RECOMMENDATION BY THE PLANNING COMMISSION ON THIS ITEM WILL BE CONSIDERED BY THE COUNTY COUNCIL AS THE LAND USE AUTHORITY, AT A PUBLIC HEARING ON AUGUST 16, 2023. (DEV-6741; AUSTIN CORRY)

Staff

Austin Corry, Assistant Wasatch County Planner, presented a Power Point presentation and then addressed the Wasatch County Planning Commission and indicated that it has been quite a fair amount of time since the overall project of Strawberry Ranch has come through the Planning Commission. Austin then gave some background so that the Planning Commission members can see

submittal include general guidelines to comply, but does not include finals plans for the units. As noted earlier, the open space common areas currently on the plans are lacking compared to the preliminary submittal, but will be reviewed in further detail at the site plan application.

- TRAILS -

As per 16.29.11 there shall be appropriate pedestrian access throughout the development either on sidewalks or trails. The application includes a trails system of mixed public and private trails. The public trails are areas where specifically required by the development agreement as part of the bonus density and cooperation with the forest service.

16.38 of the County Code regulates the design, ownership, and easement requirements of trails. The public trails on the plat include easements, but the easement widths are too narrow. All easements on the plat need to be brought up to the width standards required by 16.38.

Suggested improvements to the trail plan would be to consider the connections within the development such as amenities, commercial facilities, and other open spaces. The central trails near the activity center seem to have ignored making important connections such as from parking areas to the pickleball courts. This can be refined in the more detailed site plan review.

- POWER -

The application includes a will-serve letter from Moon Lake electric, but the developer has decided to provide power instead with propane generators. This infrastructure will need to be completed, functional, and accepted by the County prior to issuing any building permits.

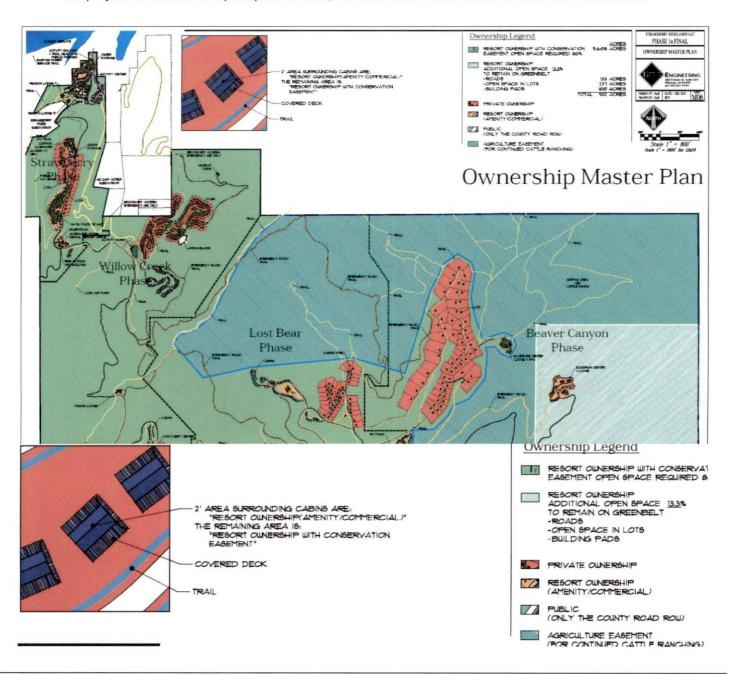
- WATER -

Water is very limited for the development, especially for irrigated landscape. The SRSSD has indicated a specific caution to ensure that the water requirements for the project are adhered to. Conditions of approval should include adopting the SRSSD comment which is included on the DRC report.

DRC-JSSD3	DRC - Jordanelle SSD	Approval of this phase of development is contingent on the developer complying with the maximum permanently irrigated acres indicated in the will serve letter (which matches the information provided by the landscape architect for the project). This phase of development includes a large area which we understand is intended to be temporarily irrigated to revegetate disturbed areas and thus re-establish native plantings. If these areas are permanently irrigated, the now current owner(s) of these phases will be required to dedicate additional water rights to satisfy this use. Temporary irrigation requirements in SRSSD are that: (i) systems for such areas be above ground systems; (ii) such systems can only be served by meters/laterals which include permanently irrigated areas; and (iii) such systems will only be in use for one to two seasons. The latest submitted irrigation plans cast some ambiguity as to whether these requirements are still intended to be met. This must be clarified by the developer in an updated irrigation plan, or alternatively, additional water rights for these areas are dedicated to this phase.
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- OPEN SPACE -

The SRZ, at a minimum, requires 80% of the project area to be open space. However, the project was given bonus density based on a higher open space commitment of 96.7% (6,778.67). From review of the documents, it appears this was proposed to be achieved by dedication of open space easements over all but a two foot buffer surrounding each cabin and the entirety of the resort owned lots. Open space required for a project is required to have an open space preservation easement recorded. This is noted in WCC 16.21.06 as well as in the SRZ and PPD portions of the code that the project is vested under. When the development agreement was recorded, it included an Exhibit O which was the first granting of an open space conservation easement for the project. The easement includes 3489.23 acres (shown in cyan color below) of agriculturally dedicated ground that encumbers the Lost Bear and Beaver Canyon phases of the master project. If this final plan is approved, the current status of the project will be 98.96% open space of the 3,526 acres either encumbered or with final entitlements.



- WILDLIFE MITIGATION -

Due to the remote nature of the area and potential impacts on numerous wildlife, the Utah DWR provided wildlife mitigation criteria that were adopted as conditions to the project. Within the development agreement, it outlines the specific details of strategies that the developer must employ to protect cougar, bear, moose, elk, and other habitats that are prominent in the area. These includes things like educational efforts between the resort and guests, notes on plats, motion sensor lighting, bear-proof dumpsters, and leash laws.

- BONDING -

All unfinished improvements must be bonded for in compliance with county bonding policies previous to plat recording.

- EXISTING DEVELOPMENT AGREEMENT -

The Master Development Agreement for this project was approved by the County Council and recorded in April 2017. The development agreement is intended to provide a clear outline of the obligations of the Developer and the obligations of the County as they relate to the project. The DRC review of the project included review for compliance with the development agreement as noted in other sections of this report.

This request does include an amendment to the development agreement. The amendment primarily is to allow the shifting of the welcome center from phase 1a and allow it to be included with the activity center in phase 1b. Other language is tied to accepting the final plans as presented as being compliant with the preliminary approval. If the County Council disagrees with either of these requests, it is recommended the item be continued so the applicant can revise drawings after guidance from the Council.

Due to the length of time that has passed between approvals, the conditions from preliminary approval have been included in the body of this report as well as a staff response in **bold** explaining if and how the condition has been met.

- 1. A development agreement with issues worked out at final and recorded with the phase 1 plat that addressed, timing, type of road improvements and maintenance on FS90 up to the County standard in an agreement with the SSD, fire station location and specifies, exhibits for commercial parcels, public amenities that meet density bonus expectations, open space and agricultural easement that meets open space and agricultural requirement, winter road maintenance requirements and safety enhancements, domestic animal control policies in accordance with DWR recommendations and any applicable comments from State Parks, etc.

 Response: This has been memorialized in a development agreement, reviewed and approved by the
 - Response: This has been memorialized in a development agreement, reviewed and approved by the County Council per the motion made during preliminary approval on March 19, 2014. An amendment to that development agreement is included as part of this proposal.
- 2. Consideration of other emergency evacuation options i.e., helipads at key locations, snow coaches, fire shelters, grooming of the Devils Notch road and road to Highway 6 for second accesses.
 - Response: Nothing was provided in this application related to this. It is anticipated that these discussions will be had with the Fire District and should be included with future requests.
- 3. Approval of the Maynes access prior to phase 2 or some other appropriate access that meets the code for culde-sac length and number of units on a cul-de-sac.
 - Response: This is a phase 2 requirement, and therefore, not applicable at this time.
- 4. The Planning Commission and County Council should find that the proposed commercial uses are appropriate for the development and will fit in with the surroundings and open space. 16.29.03b,c. A close look at the architecture of the owner storage units should be done.
 - Response: The current application is for subdivision approval only. It would create the commercial parcels, but does not grant the site plan approval required. This review will be done at the site plan application stage.

- 5. Notes on the plat CC&R's, development agreement and a notice of interest recorded on each lot/unit stating that the main access can be closed at any time, for any length of time and if so only the seasonal access will be provided.
 - Response: This is part of the development agreement and included as a plat note.
- 6. It does not appear that the density bonus allowed for the LEED leadership in energy and environmental design will work. This 6% density bonus should be withdrawn. The maximum density if water is obtained would be 1,160 without the LEED 6% density bonus.
 - Response: This is addressed in the development agreement. The bonus was removed and the total ERU count permitted is 814 ERUs.
- 7. Studies for slope stability and final soils report at final on any lot with a building envelope over 25% slope. Response: The applicant has indicated there are no building lots over 25%.
- 8. Appropriate access and grades in and out of the RV area should be looked at further at final. Response: This is not applicable until a later phase.
- 9. Final approval will also require site plan and conditional use approval to include a parking plan showing offstreet parking that meets the required number of parking stalls for all uses. Additional uses beyond the uses shown will require a conditional use.
 - Response: Each rental cabin is intended to provide two off-street parking spaces. Additional parking analysis is deferred to the site plan applications and is not reviewed at this time.
- 10. Submitted with final application there will need to be an affordable housing study in compliance with the newly adopted ordinance 13-20 which will be codified as 16.30 of the County code.
 - Response: The applicant has provided an analysis with this phase following the same justifications presented with the original phase 1a approval. This was sent to the affordable housing consultant and no response was received. Per County code, this is accepted by the DRC as an approval by the consultant for purposes of the staff report. The County Council is the ultimate authority to accept or reject the proposal.

DEVELOPMENT REVIEW COMMITTEE

This proposal has been reviewed by the various members of the Development Review Committee (DRC) for compliance with the respective guidelines, policies, standards, and codes. A report of this review has been attached in the exhibits. The Committee has accepted the item for Planning Commission and Council to render a decision.

In addition to the DRC, the County sends applications for development that may impact state or federal resources to those agencies to gather further input.

- BUREAU OF RECLAMATION -

The BOR owns the road over the dam and can control access over the dam. It is the understanding of the County that according to the BOR there is no need for a federal study referred to as a NEPA study. That may however be a requirement when and if the road opens up for year-round access. At the preliminary meeting the following was stated by the bureau "Allen Christensen, representing the Bureau of Reclamation, addressed the Wasatch County Planning Commission and indicated that there is no NEPA study needed at this time, but as things change there may be a need for a NEPA process. Allen also indicated that the Bureau of Reclamation cannot hold an escrow account and only when the Soldier Creek Dam Road is maintained with snow, etc., that would require Wasatch County consulting with the Bureau of Reclamation concerning that."

- STATE RDCC REVIEW -

Wasatch County sends applications for development to the State for review if a development may impact some State resources. The state coordinates review from a number of applicable State agencies. There were comments from the Department of Wildlife Resources (DWR) and State Parks. This additional phase of cabins does not further impact these reviews beyond what has been addressed in the development agreement and the first Phase 1a approval. Further review may be necessary at later phases of the project.

POTENTIAL MOTION

The following motions is provided IF the Planning Commission and County Council determine that the modifications requested are compliant with the preliminary approval. This also assumes that the County Council believes that good cause exists in order to amend the phase 1a plat. If the Planning Commission or County Council does not believe the request complies with the preliminary plans, it is recommended that the item be continued with guidance given to staff and the applicant to the expectations for revisions before returning the item for decision.

Move to <u>Approve with Conditions</u> consistent with the findings and conditions presented in the staff report. Findings:

- The density being proposed is consistent with what was approved in the original master plan and preliminary
 plan. It should be noted that the approved density numbers have been reduced from the master plan approval
 at the applicant's decision in Phase 1a to no longer pursue bonuses associated with providing LEED compliant
 design features.
- 2. There is a development agreement recorded that establishes the project vested approvals such as density, onand off-site improvements, open space requirements, access etc.
- 3. The Development Review Committee has reviewed the project and forwarded the item for decision with a list of comments/concerns noted in the DRC report.
- 4. Per the DRC report, the requirements of the SRZ and Planned Performance sections of the code can be met with conditions and addressed in the development agreement.
- 5. The preliminary plans included review from state agencies which are included in the development agreement.
- 6. The applicant has proposed an amendment to the affordable housing obligation originally calculated for phase 1a. The proposal follows a similar procedure as the initial analysis, but increases from 0.65 AUE to 1 AUE after employee calculations increase by adding the proposed phase 1b which includes the activity center.
- 7. The proposal decreases the amount of commercial ERUs presented in the master plan.
- 8. The applicant has indicated that the commercial ERUs can be increased later without need for a plat amendment.
- 9. The application is for subdivision approval only and does not include a site plan review.
- 10. The submitted plans contain errors or omissions related to setbacks, sidewalks, and road cross-sections. The staff has provided an analysis based on a commitment from the property owner that the setbacks will be corrected and that the construction plans will include a four foot concrete sidewalk and five foot landscaped parkstrip in compliance with the engineering standard cross-section approved with the preliminary plans.
- 11. No public or private roads are being vacated as part of this plat amendment. As represented by the applicant, the only portion of the public road being altered is in the modified final approval request of phase 1b where a plat was not recorded.
- 12. Good cause for the amendment exists in that the proposal facilitates changes to rental cabins being proposed with an updated product determined to be acceptable to the County. The densities proposed, although higher than the original phase 1a plat, are within the approved densities of the master plan approval for the Strawberry Phase.
- 13. All owners within the existing phase 1a plat have provided a consent document for the developer to proceed with the request.
- 14. The proposal is consistent with Utah Code §17-27a-609.
- 15. The County determines that the proposed final plan includes only minor inconsequential changes from the approved Preliminary Plans and can be approved with conditions.

Conditions:

1. Prior to final plat recording or any engineering construction permits, the amendment to the development agreement will need to be signed and recorded.

- 2. Prior to plat recording or any engineering construction permits, DRC conditions related to building pad location and conflicting documents related to the street cross sections and site plan must be resolved to ensure adequate setbacks and building separations are met.
- 3. Prior to plat recording, cost estimates and a cash bond or letter of credit must be provided for all improvements necessary for issuance of a building permit. This includes, but may not be limited to, culinary water, power, propane system, sewer system, fire flow, and hard surface roads, etc.
- 4. The additional fee-in-lieu for affordable housing shall be paid prior to plat recording.
- 5. A notice of interest shall be recorded on each lot/unit stating that the main access can be closed at any time, for any length of time, and if so, only the seasonal access will be provided. The NOI for each lot shall be required to be recorded prior to issuance of a building permit and evidence of the recording submitted with each permit.
- 6. The improvements and directional signage for the emergency access out to the Renegade Marina will need to be done prior to occupancy of the first unit. Necessary improvements are to Forest Service standards. Prior to the first occupancy permit, an inspection by the SSD, Forest Service, and developer should be done and improvements made so that a two-wheel drive vehicle can use the emergency access. Signage should be clear to direct people out following the shortest route.
- 7. Consideration should be given for other emergency evacuation options i.e. helipads at key locations, snow coaches, fire shelters, grooming of the Devils Notch road and road to Highway 6 for second accesses as shown in the emergency evacuation plan.
- 8. A final site plan application will be required for all commercial uses, including the reunion lodge, and for the open space and amenities. Review of those applications will require the Planning Commission to find that the proposed commercial uses are appropriate for the development and will fit in with the surroundings and open space as per 16.29.03(B) (2012).
- Any agreements with the Bureau of Reclamation regarding the crossing of the dam are to be provided by the
 applicant to the County to ensure conditions and expectations of the outside review agencies are clearly
 understood by all stakeholders.
- 10. Future phases will require the applicant to coordinate with the BOR and State RDCC.
- 11. Any conditions/concerns noted in the DRC report shall be resolved to the satisfaction of the DRC members prior to plat recording.
- 12. All owners within the phase 1a plat will be required to sign owner's consent on the plat.

ALTERNATIVE ACTIONS

The following is a list of possible motions the Planning Commission can take. If the action taken is inconsistent with the potential findings listed in this staff report, the Planning Commission should state new findings.

- 1. <u>Approve</u>. This action may be taken if the Planning Commission finds that the Final Subdivision request is compliant as proposed with Wasatch County Code and all other applicable ordinances.
- Approve with Conditions. This action can be taken if the Planning Commission finds that issues can be resolved subject to the conditions noted.
- 3. <u>Continue</u>. This action can be taken if the Planning Commission needs additional information before making a recommendation, if there are issues that have not been resolved, or if the application is not complete.
- 4. <u>Deny</u>. This action can be taken if the Planning Commission finds that the proposal does not meet applicable codes and/or ordinances.

EXHIBITS

- A. Vicinity Plan
- B. Existing Phase 1a Plat
- C. Proposed Subdivision Plats
- D. Proposed Site Plan
- E. Proposed Trailhead
- F. Landscape Plan
- G. Trail Plan
- H. Proposed Affordable Housing Obligation Amendment
- I. Master Plan ERU Breakdown
- J. DRC Report

EXHIBIT A – Vicinity Plan

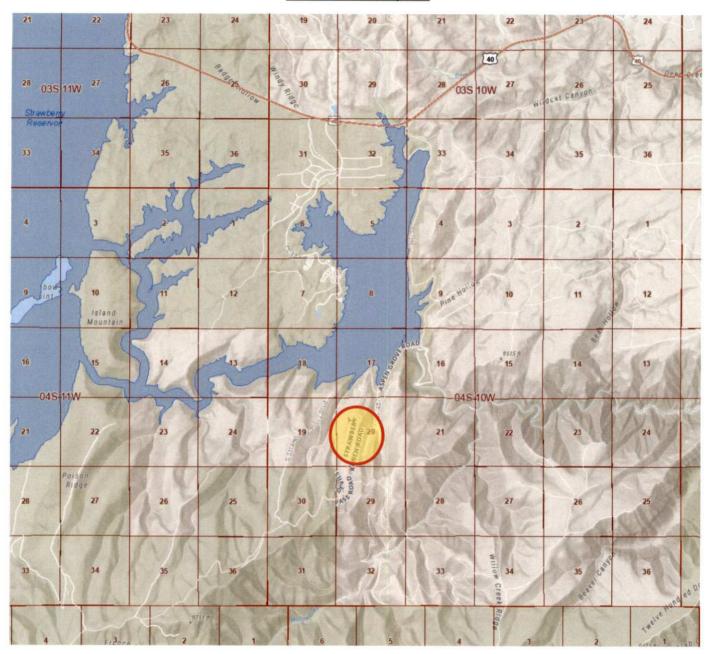
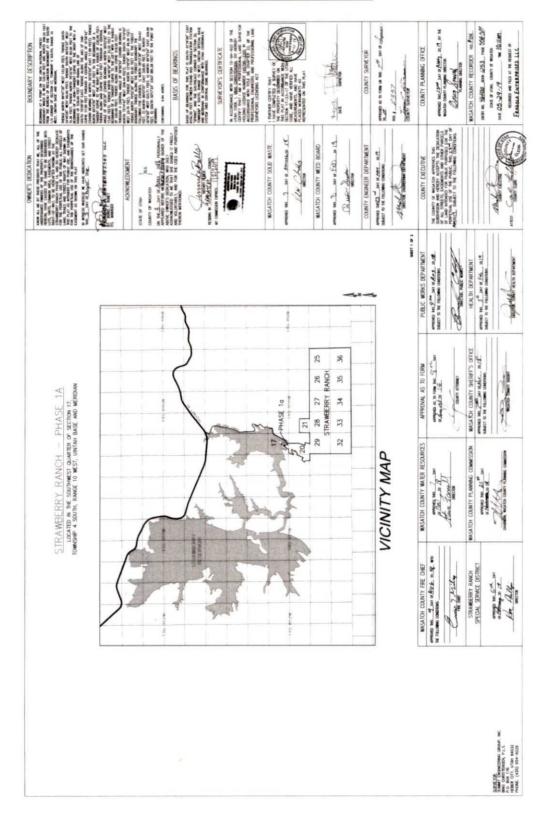
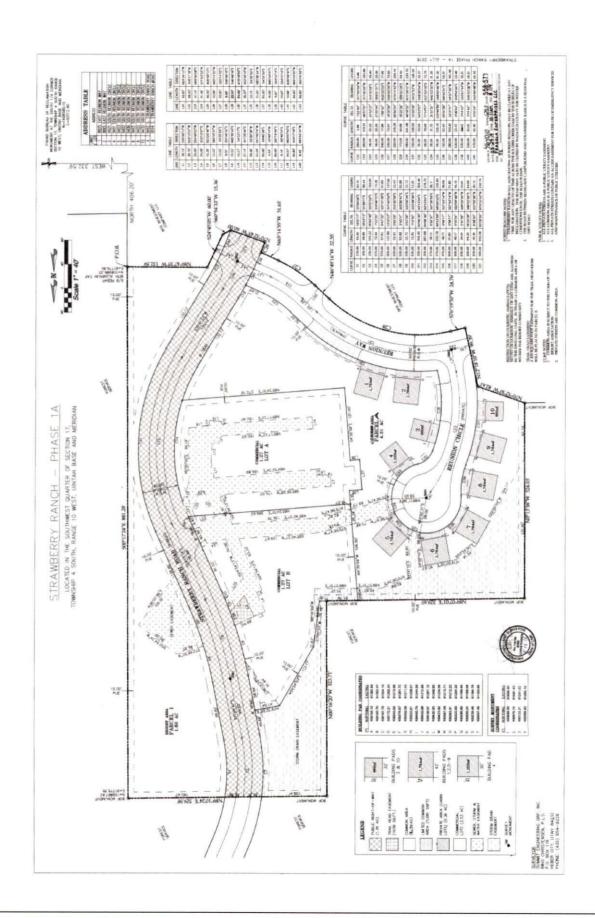
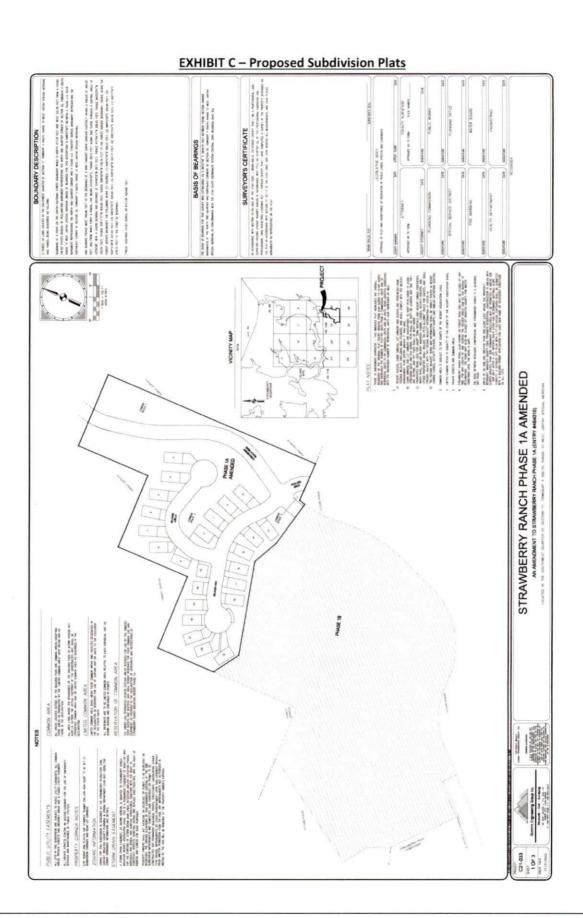




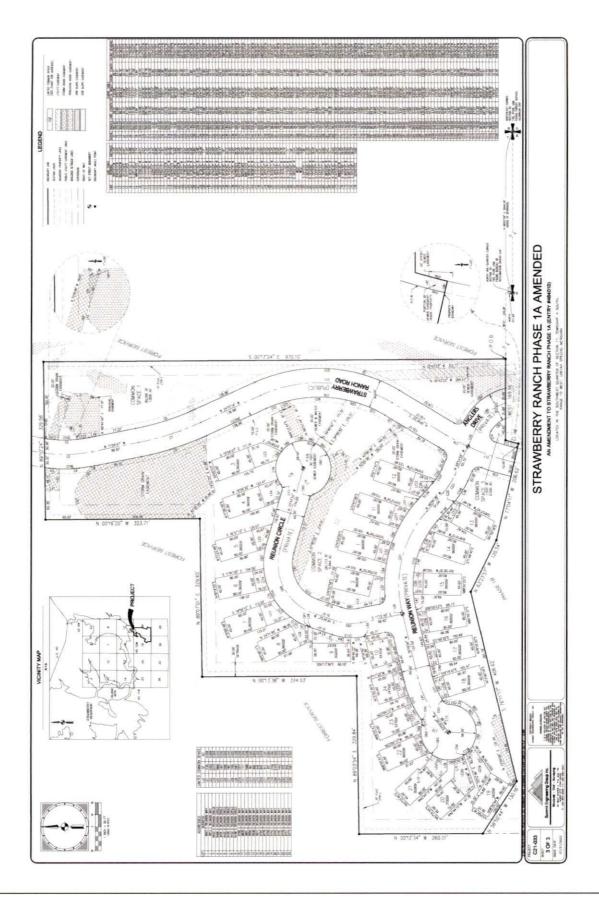
EXHIBIT B - Existing Phase 1a Plat

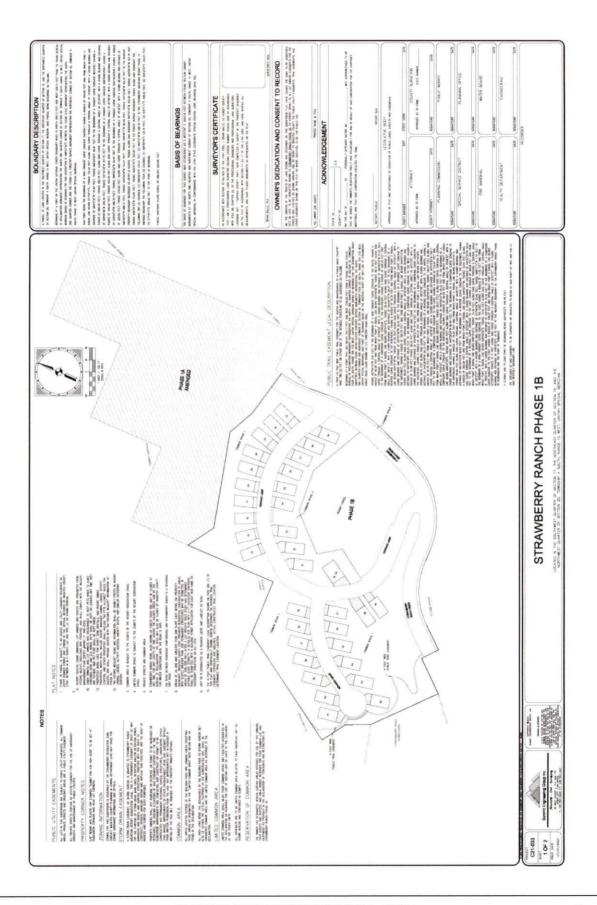


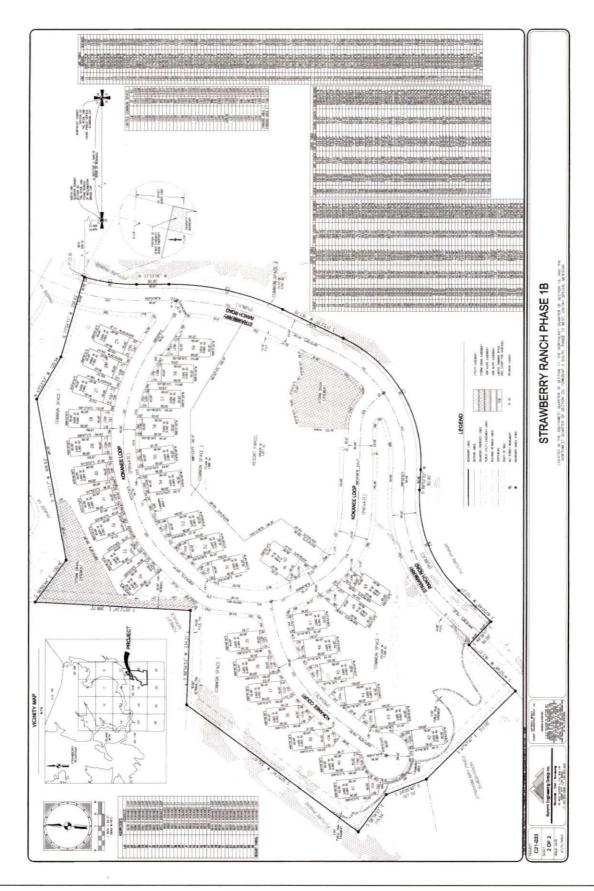


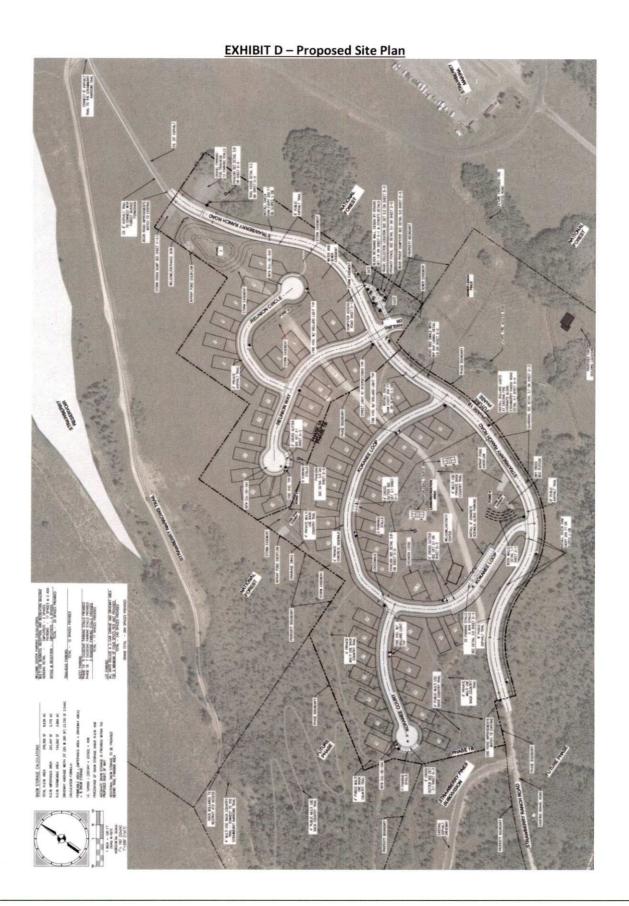


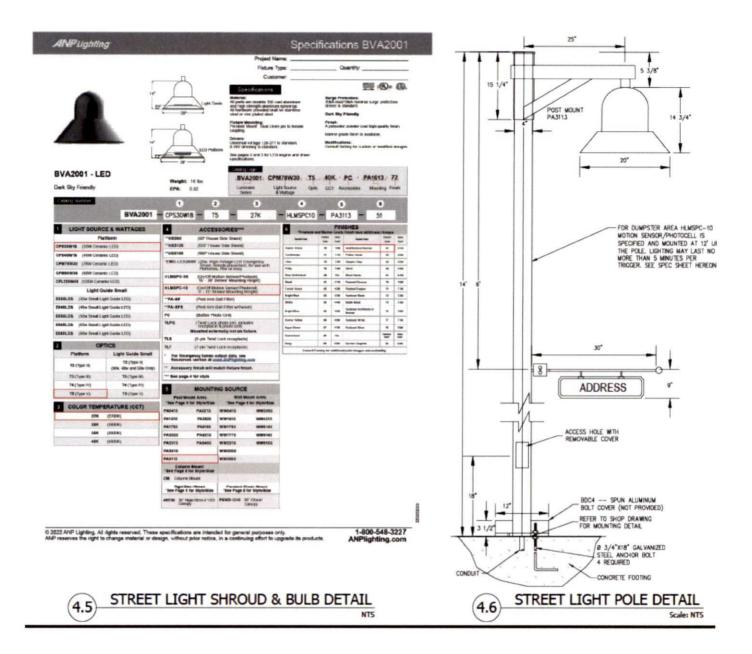
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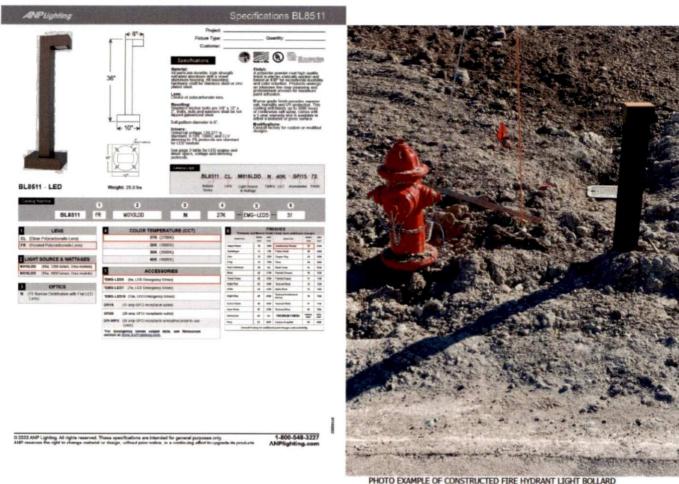






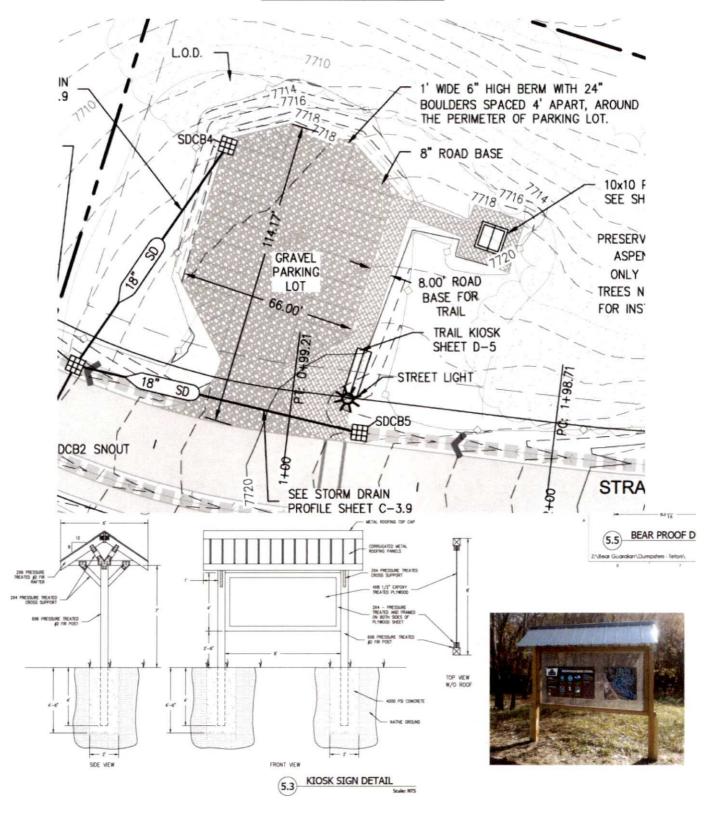






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EXHIBIT E - Proposed Trailhead



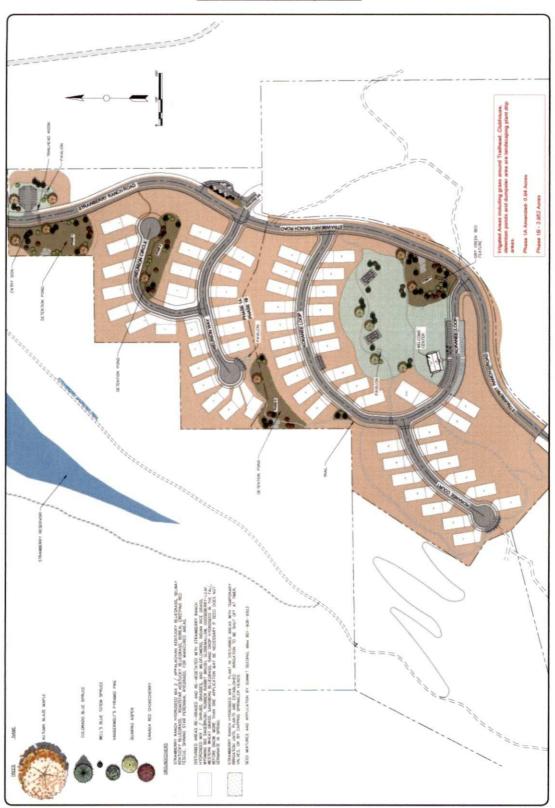
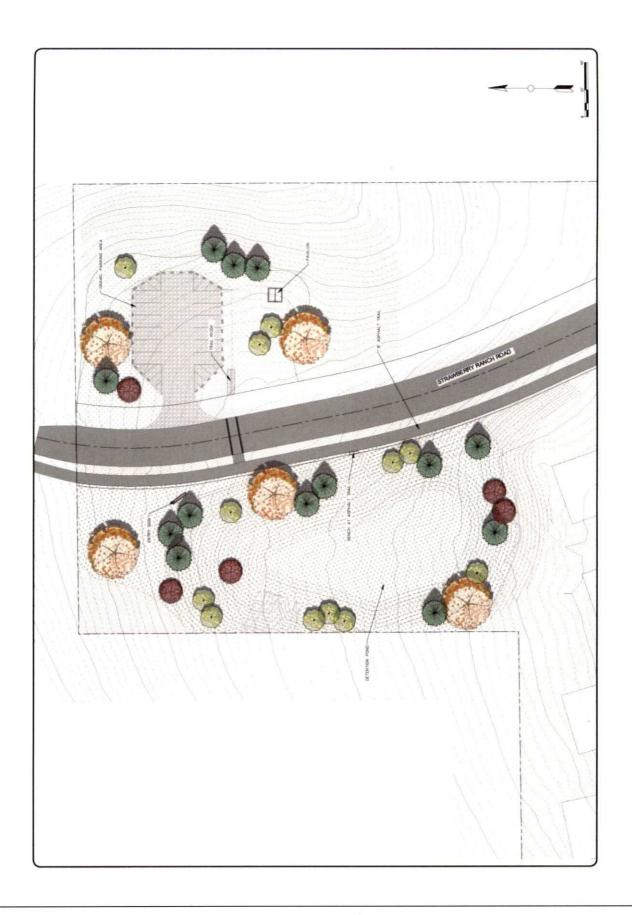
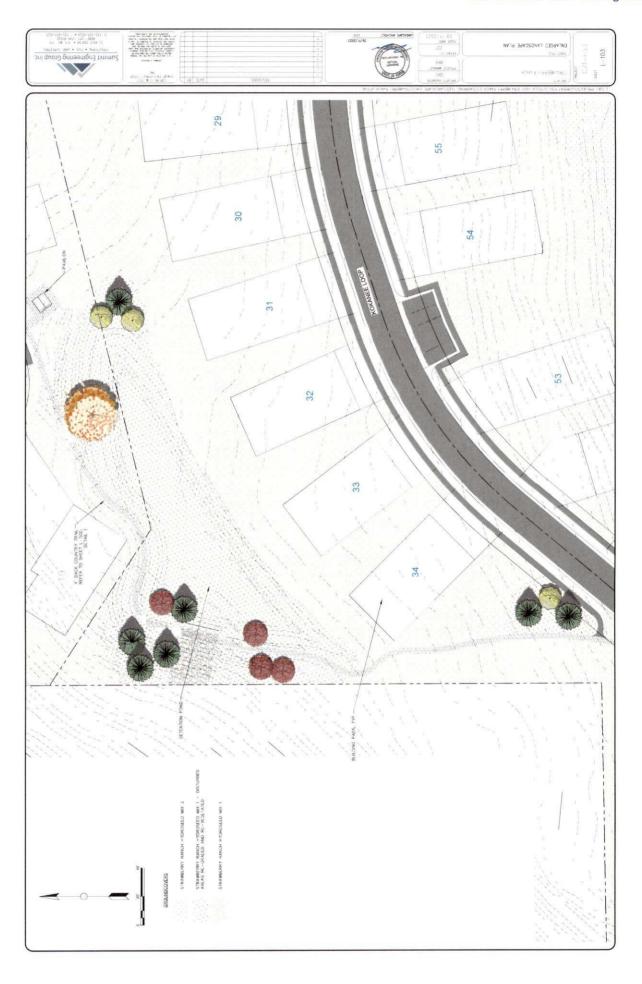
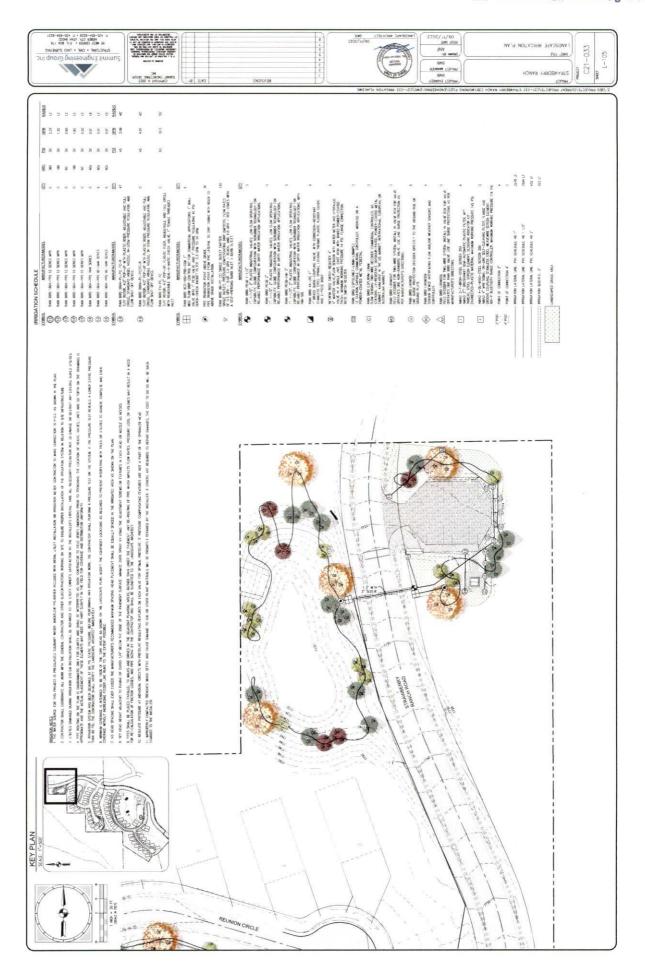


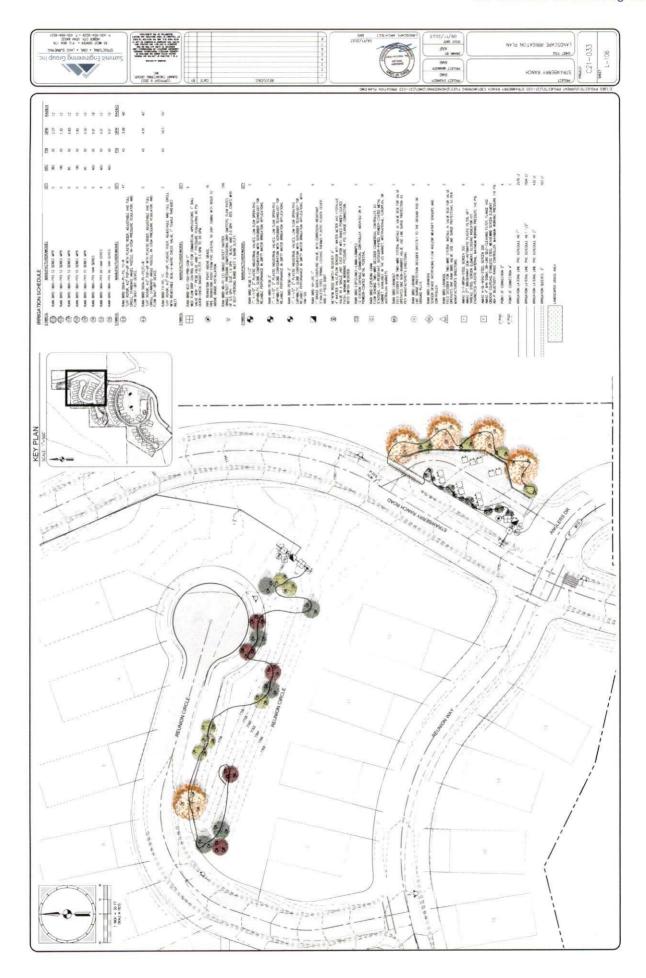
EXHIBIT F - Landscape Plans



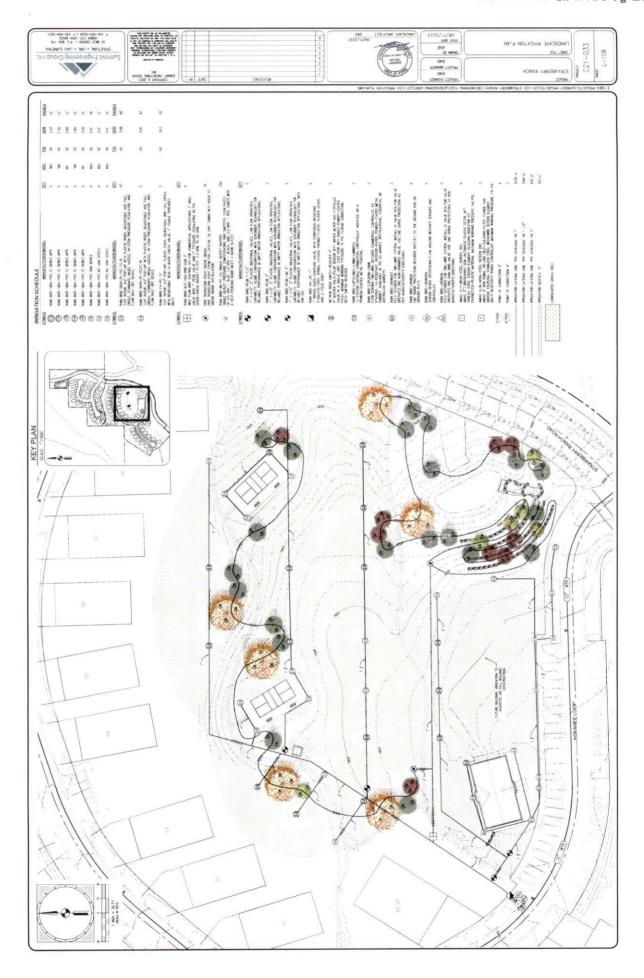


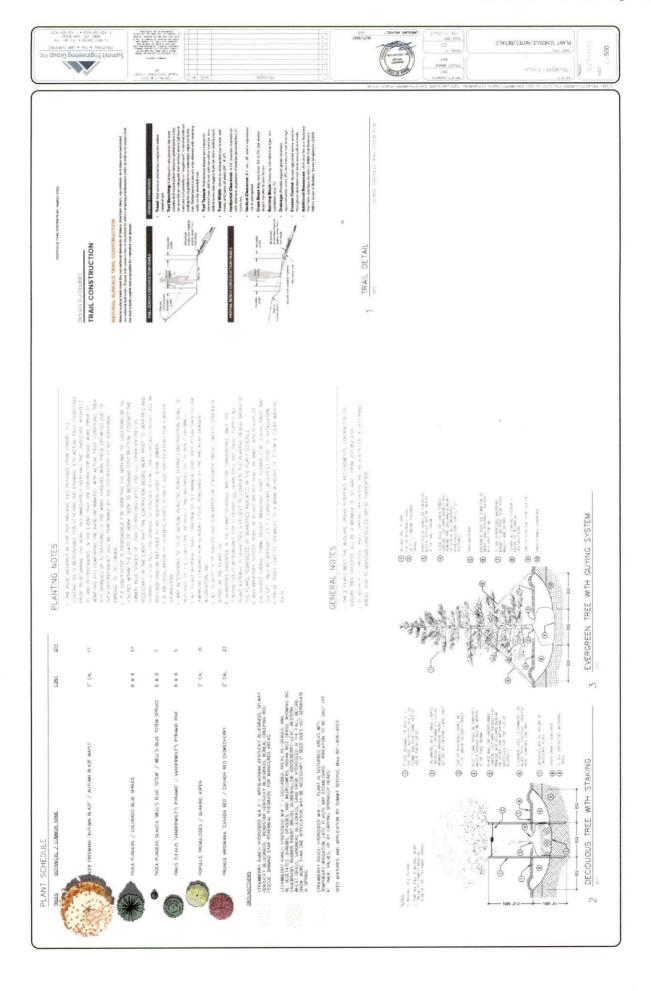












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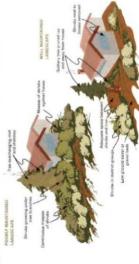
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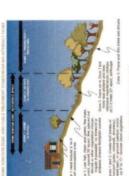
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RECOMMENDED FIREMISE PLANT LIST

1-501

EXHIBIT Ad1-C – Final Approval Meeting Minutes

Wasatch County Planning Commission

Report of Action

10-August-2023

Commissioner Chuck Zuercher was present as Chair.

ITEM #4 — Brian Balls, representing Burke Roney, requests a Plat Amendment to Strawberry Ranch Phase 1a and an amended Final Subdivision approval for Strawberry Ranch Phase 1b in order to amend previous approvals for phases 1A and 1B of the master planned development to vacate platted commercial lots from phase 1a; increase the size of PUD cabin lots from an average of 900 square feet to now be 3,600 square feet; increase the number of cabin ERUs from 40.99 to 59 cabin ERUs and to decrease commercial ERUs from 4.69 to 2.4; and move the location of a clubhouse and welcome center from 1a to 1b. The proposal also includes a requested amendment to the development agreement which would have the effect of accepting the proposed modifications as compliant with the preliminary approval. If approved, the overall site acreage would also increase from approximately 18 acres to instead include 36.815 acres located at 9514 S Strawberry Ranch Road in the Preservation (P160) zone. (DEV-6741; Austin Corry)

STAFF PRESENTATION - The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

<u>APPLICANT AND PUBLIC COMMENT</u> - Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in written comments received subsequent to the Staff Report or public comment during the public hearing included the following:

- Burke Roney addressed the commission and stated that they are willing to comply with all the items addressed in the development agreement.
- The proposal, according to Mr. Roney, is to change three main things: one move the storage units so they are not so
 prominent; two enlarge the size of the building pads from 700 sq. ft. to 3600 sq. ft. and; three combine the welcome
 center/convenience with the activity center. Mr. Roney stated that they are deferring the commercial not lessening it.
- Todd Cates, representative for Mr. Roney, addressed the commission and stated that the development agreement commits
 them to build the commercial and amenities.
- Mr. Roney stated that they have the water for all 1234 units though at time approved for a lower number.
- Mr. Roney mentioned the second access and the requirement to improve the second access. The forest service mentioned
 that the county cannot require improvements on a forest road. Mr. Roney also noted that the County had removed the
 requirement for the bypass road from the Dam and he isn't sure why that isn't in the record.
- Todd Cates addressed the commission and went through a power point. Mr. Cates requested some modifications to the
 recommended conditions. One is to reword the condition regarding the plat note for the road. Mr. Corry asked for clarity on
 where the discrepancy was between the proposed condition and Mr. Cates recommendation. The primary difference was
 determined to be the inclusion of the word "secondary" to understand which road was being referred to.

PLANNING COMMISSION DISCUSSION - Key points discussed by the Planning Commission included the following:

- Commissioner Hendricks felt that the commercial should not be removed and it should be replaced elsewhere especially since a density bonus was granted for it.
- Commissioner Hendricks mentioned that condition number 6 should be changed so the "should" is a "shall" be inspected
 by the SSD, Fire District and others prior to the first occupancy certificate being issued.
- Commissioner Grandquis asked about the LEED certification and the density addition.
- Commissioner Hendricks asked if they are still committed to build the commercial. Mr. Roney replied yes.
- Commissioner Rigby asked about the discussion with the Fire District. Mr. Roney stated that they have a development
 agreement that stipulated what needs to be provided.
- Jon Woodard mentioned that the main access can be closed at any time and that is not under the control of the developer but the BOR.
- Commissioner Hendricks asked if this can be resolved by compliance with the development agreement.
- Commissioner Hendricks stated that this approval is not removing the commitment for commercial it is only relocating it to
 a future phase. He indicated that he would like to reword finding #8 to clarify this better. Jon Woodard offered suggested
 language that was drafted on the screen for consideration.

MOTION

Commissioner Hendricks made a motion to approve the amendment and final plat for strawberry ranch phase 1A and 1B and forward it to the County Council with all the conditions and the findings in the staff report as modified.

Commissioner Cook seconded the motion.

VOTE (7_TO_0)						
Charles Zuercher	AYE	NAY	ABSTAIN	Doug Grandquis	AYE	NAY	ABSTAIN
Wendell Rigby	AYE	NAY	ABSTAIN	Scott Brubaker	AYE	NAY	ABSTAIN
Kimberly Cook	AYE	NAY	ABSTAIN	Doug Hronek	AYE	NAY	ABSTAIN
Mark Hendricks	AYE	NAY	ABSTAIN				

FINDINGS / BASIS OF PLANNING COMMISSION DETERMINATION

- The density being proposed is consistent with what was approved in the original master plan and preliminary plan. It should be noted that the approved density numbers have been reduced from the master plan approval at the applicant's decision in Phase Ia to no longer pursue bonuses associated with providing LEED compliant design features.
- There is a development agreement recorded that establishes the project vested approvals such as density, on- and off-site improvements, open space requirements, access etc.
- The Development Review Committee has reviewed the project and forwarded the item for decision with a list of comments/concerns noted in the DRC report.
- Per the DRC report, the requirements of the SRZ and Planned Performance sections of the code can be met with conditions and addressed in the development agreement.
- 5. The preliminary plans included review from state agencies which are included in the development agreement.
- 6. The applicant has proposed an amendment to the affordable housing obligation originally calculated for phase 1a. The proposal follows a similar procedure as the initial analysis, but increases from 0.65 AUE to 1 AUE after employee calculations increase by adding the proposed phase 1b which includes the activity center.
- 7. The proposal decreases the amount of commercial ERUs presented in the master plan.
- 8. The commercial ERUs shall be consistent with the master plan throughout the development and the commercial ERUs in phase 1A and 1B may be increased consistent with the master plan with proper site plan approvals.
- 9. The application is for subdivision approval only and does not include a site plan review.
- 10. The submitted plans contain errors or omissions related to setbacks, sidewalks, and road cross-sections. The staff has provided an analysis based on a commitment from the property owner that the setbacks will be corrected and that the construction plans will include a four foot concrete sidewalk and five foot landscaped parkstrip in compliance with the engineering standard cross-section approved with the preliminary plans.
- 11. No public or private roads are being vacated as part of this plat amendment. As represented by the applicant, the only portion of the public road being altered is in the modified final approval request of phase 1b where a plat was not recorded.
- 12. Good cause for the amendment exists in that the proposal facilitates changes to rental cabins being proposed with an updated product determined to be acceptable to the County. The densities proposed, although higher than the original phase la plat, are within the approved densities of the master plan approval for the Strawberry Phase.
- 13. All owners within the existing phase 1a plat have provided a consent document for the developer to proceed with the request.
- 14. The proposal is consistent with Utah Code §17-27a-609.
- 15. The County determines that the proposed final plan includes only minor inconsequential changes from the approved Preliminary Plans and can be approved with conditions.

CONDITIONS

- Prior to final plat recording or any engineering construction permits, the amendment to the development agreement will need to be signed and recorded.
- Prior to plat recording or any engineering construction permits, DRC conditions related to building pad location and conflicting documents related to the street cross sections and site plan must be resolved to ensure adequate setbacks and building separations are met.
- Prior to plat recording, cost estimates and a cash bond or letter of credit must be provided for all improvements necessary for
 issuance of a building permit. This includes, but may not be limited to, culinary water, power, propane system, sewer system,
 fire flow, and hard surface roads, etc.
- 4. The additional fee-in-lieu for affordable housing shall be paid prior to plat recording.
- 5. A notice of interest shall be recorded on each lot/unit stating that the main access can be closed at any time, for any length of time, and if so, only the seasonal access will be provided. The NOI for each lot shall be required to be recorded prior to issuance of a building permit and evidence of the recording submitted with each permit.
- 6. The improvements and directional signage for the emergency access out to the Renegade Marina will need to be done prior to occupancy of the first unit. Necessary improvements are to Forest Service standards. Prior to the first occupancy permit, an inspection by the SSD, Forest Service, and developer should be done and improvements made so that a two-wheel drive vehicle can use the emergency access. Signage should be clear to direct people out following the shortest route.
- Consideration should be given for other emergency evacuation options i.e. helipads at key locations, snow coaches, fire shelters, grooming of the Devils Notch road and road to Highway 6 for second accesses as shown in the emergency evacuation plan.
- A final site plan application will be required for all commercial uses, including the reunion lodge, and for the open space and
 amenities. Review of those applications will require the Planning Commission to find that the proposed commercial uses are
 appropriate for the development and will fit in with the surroundings and open space as per 16.29.03(B) (2012).

- Any agreements with the Bureau of Reclamation regarding the crossing of the dam are to be provided by the applicant to the County to ensure conditions and expectations of the outside review agencies are clearly understood by all stakeholders.
- 10. Future phases will require the applicant to coordinate with the BOR and State RDCC.
- 11. Any conditions/concerns noted in the DRC report shall be resolved to the satisfaction of the DRC members prior to plat recording.
- 12. All owners within the phase 1a plat will be required to sign owner's consent on the plat.

Wasatch County Planning Commission - Chairman

The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ from findings of Staff, those will be noted in this Report of Action. Official action of the Planning Commission on this item is subject to the approved minutes.

Wasatch County Planning Commission August 10, 2023



Item #4

Strawberry Ranch Phase 1a and 1b -Burke Roney-

Plat Amendment/Final Subdivision Approval



ITEM 4

Brian Balls, representing Burke Roney, requests a Plat Amendment to Strawberry Ranch Phase 1a and an amended Final Subdivision approval for Strawberry Ranch Phase 1b in order to amend previous approvals for phases 1A and 1B of the master planned development to vacate platted commercial lots from phase 1a; increase the size of PUD cabin lots from an average of 900 square feet to now be 3,600 square feet; increase the number of cabin ERUs from 40.99 to 59 cabin ERUs and to decrease commercial ERUs from 4.69 to 2.4; and move the location of a clubhouse and welcome center from 1a to 1b. The proposal also includes a requested amendment to the development agreement which would have the effect of accepting the proposed modifications as compliant with the preliminary approval. If approved, the overall site acreage would also increase from approximately 18 acres to instead include 36.815 acres located at 9514 S Strawberry Ranch Road in the Preservation (P160) zone. (DEV-6741; Austin Corry)

PROJECT SUMMARY

Applicant: Burke Roney

Hearing Date: 10 August 2023

Existing Zone: Strawberry Recreation Zone (SRZ)
Related Applications: General Plan amendment (2012),

Rezone (2012), Master Plan and Density (2012), Preliminary (2014), Phase 1A Final (2016) Existing Land Use: Recreation cabins / vacant

Proposed Land Use: Recreation cabins, Activity center

Acreage: 36.82

Proposed Density: 61.4 ERUs (59 cabins and 5,600

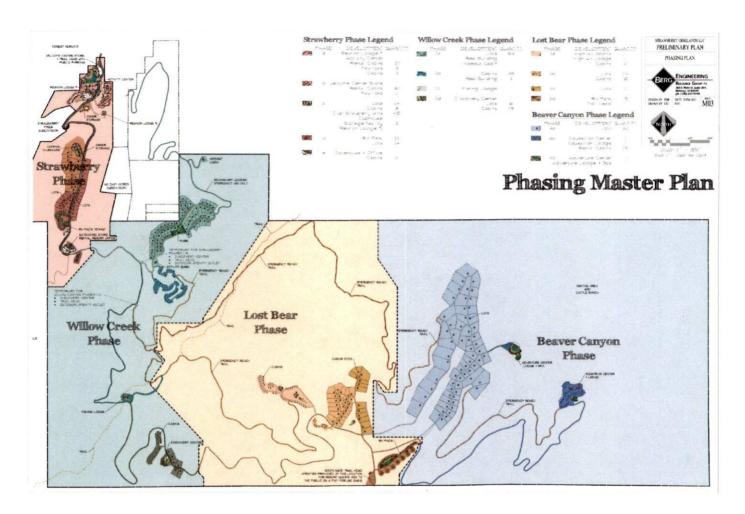
square feet commercial)

Council Action Required: Yes

BACKGROUND

The proposed project is located on the south east side of the Strawberry reservoir and southwest of the Soldier Creek dam approximately 45 miles from Heber City. The plat for Phase 1a of the project included 12.8 acres and was recorded in 2019 as the first recorded plat of the project. Improvements to Forest Service Road 090 (FS 090) have begun under that approval, but the full improvements of that approval have not been completed. A second plat, phase 1b, was given approval in January 2020. That approval was not acted on in the timelines required under ordinance, and the approval has expired. Since that time, the property owner has decided to pursue amending both the phase 1a plat and the plans previously presented for approval of phase 1b. This application is the subdivision plat amendment for phase 1a, and a new final subdivision application for phase 1b collectively under one revision.

The overall project is 7,010 acres and received Master Plan and Density Determination under the Strawberry Recreation Zone (SRZ). At 7,010 acres, the maximum base density for the project would have been 43 ERUs. However, The project utilized bonus density options available under the Planned Performance Development (PPD) section of the code at the time which set a new density of 701 ERUs and was then awarded 113 additional units for a total of 814 ERUs on December 19, 2012. The master plan includes four phases - the Strawberry Phase (phase 1), the Willow Creek Phase (phase 2), the Lost Bear Phase (phase 3), and the Beaver Canyon Phase (phase 4).



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	PHASE	DEVELOPMENT	QUANTITY
W 2-	la	Reunion Lodge *	1
		Activity Center	1
		Rental Cabins	37
		Pavillons	9
		Cabins	13
200	ъ	Jelcome Center/Store	1
-		Rental Cabina	6
		Pavillons	2
TO SE	ic	Lois	24
		Cabins	8
		Club Strauberry Units	40
		Clubhouse	1
		Storage Facility	3
		Reunian Lodge 12	1
Africa Contraction	ld	RV Park	33
		Lots	24
1	8	Gaterouse 4 Office	1
		Cabins	8

Willow Creek Phase Legend

QUANTITY	DEVELOPMENT	PHASE	
64	Lote	2.a	1
1	Rec Building		
1	Hideout Cabin		
48	Cabins	20	NINO.
3	Rec Building		
1	Fishing Lodge	20	X
1	Discovery Center	2d	130
6	Lots		
29	Cabins		

Lost Bear Phase Legend

QUANTITY	DEVELOPMENT	PHASE	
1	High Alt Sports	3a	-
Ţ	High Alt Loage		
41	Cabina		
24	Late	36	-
0	Cabins		
12	Lote	30	-
115	RV Park	30	W.
1	Trall Head		

Beaver Canyon Phase Legend

	PHASE	DEVELOPMENT	QUANTITY
0)	48	Lots	62
1	40	Equestrian Center	1
		Equestrian Lodge	1
		Rental Cabins	25
1	40	Adventure Center	
	Adve	enture Lodge & Spa	1

The SRZ and PPD were both removed from County Code in 2017 under ordinance 17-07. However, the project preliminary plan vests the project for review under the existing preliminary approval from 2014 that utilized the SRZ and PPD. A development agreement was recorded in conjunction with Phase 1A in April 2017 and included a copy of the vested ordinance at that time and other details of the approval that were required as part of a density bonus granted under the PPD standards. The development agreement, among other things, requires improvements be made to the Soldier Creek Dam access roads that are tied to density. It also requires a majority of the property remain as open space and the historic grazing use be maintained. It is important to note that the vested rights associated with the project include the plan approval and does not create free-floating rights within the ordinance language. As such, it is important that any final approvals must comply with the master and preliminary plans that have entitled the project. WCC 16.29.08(3) (2017) specifically stated "Any density above the base density established by the zoning ordinance shall be specific to the development plan approved by the Wasatch County Council. Increased density does not run with the land and no vested interest in the increased density may be claimed other than on the basis of an approved development plan." Because of this, County review is required to consistently monitor the project for 'material changes' that would jeopardize the vested rights of the project.

KEY ISSUES TO CONSIDER

- Total project is 7,010 acres, of which, 12.8 acres have been platted (Phase 1a).
- Master Plan and Density Determination was approved in November 2012 with a bonus density under the Planned Performance Development section, allowing a total of 814 ERUs.
- A development agreement was recorded establishing the density, open space, required on- and off-site improvements, land uses, etc.
- Preliminary approval was granted in March 2014, including an alternative transportation plan.
- This request is to amend Phase 1a to increase to 14.2 acres and modify Phase 1b approval from 8.28 acres to 22.6 acres.
- The proposal increases the number of ERUs in Phase 1a and 1b from 45.68 ERUs to 63.7 ERUs, but decreases the density per acre. (0.46 a/u to 0.58 a/u).
- The overall Strawberry Phase is 224.94 ERUs per the master plan.
- The proposal requires an amendment to the development to modify the phasing of amenities and to incorporate the modifications created by the most recent final proposal.
- The County Council will need to determine if the proposal is compliant with the approved preliminary plans and accept the proposed development agreement addendum.

STAFF ANALYSIS

- PLAT AMENDMENTS -

The requested plat amendment for Phase 1a is not a minor amendment because it removes commercial ERUs, increases density for the plat, and alters platted open space. Utah Code § 17-27a-609 allows the County to approve a plat amendment if the County finds that: (a) there is good cause for the vacation, alteration, or amendment; and (b) no public-street, right-of-way, or easement has been vacated or altered. In order to approve the proposed 1a modifications, the County Council must find that there is good cause.

- GOOD CAUSE -

Wasatch County Code 16.04.02 has defined "good cause" as:

"Providing positive benefits and mitigating negative impacts, determined on a case-by-case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Wasatch County and furthering the health, safety, and welfare of Wasatch County."

Staff has reviewed the plat amendment and has provided some potential findings that the Planning Commission and County Council can consider when determining the need to meet "good cause" as required by State Law. On one hand, the plat amendment increases density within the plat and reduces commercial ERUs that were initially intended to support the project as a whole. On the other hand, that analysis is limited to the boundaries of the sub-phase plat and could instead be considered in the context of the Master Plan as a whole. If the County Council finds that the amendment would support good cause in preserving the character of the Master Plan and promoting an improved overall project, an individualized analysis limited to the plat boundaries is likely insufficient. Additional information of how the commercial ERUs will be replaced in later phases is necessary.

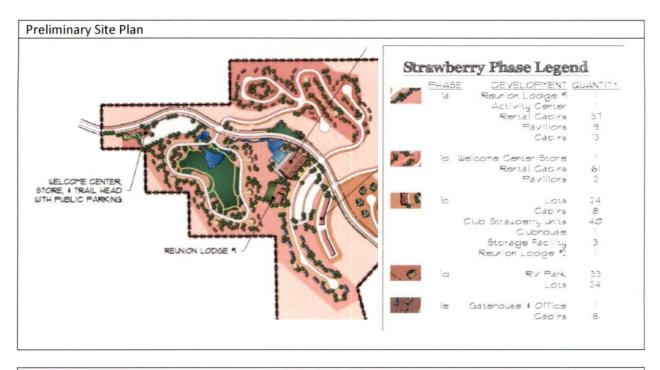
- PUBLIC RIGHT-OF-WAY OR EASEMENTS -

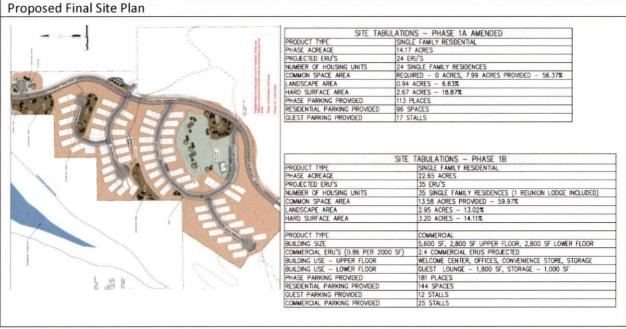
The applicant has represented that no public-street, right-of-way, or easement is proposed to be vacated or altered by this amendment. The portion of the platted Strawberry Ranch Road (FS 090) in the existing Phase 1a plat should remain as currently platted.

- LAND USE AND DENSITY -

Review of the land use and density requirements of the project requires an in-depth understanding of the history of the project. The prior approvals vest the project under the entitlements achieved, but also require the project to comply with the commitments included in the project plans. Important to the approval were off-site improvements, open spaces and amenities, and inclusion of commercial uses that add to the tax base. In this particular case, the sub-phasing within the Strawberry phase has fluctuated in the various proposals throughout the history, so a straight comparison between documents becomes difficult. Instead, staff will attempt to provide a general comparison and relate it to the preliminary Strawberry Phase approval rather than the sub-phases specifically. Comparison of the layout and amenities being provided will be more important in determining whether the proposal is a material change from the preliminary plan. If the County Council determines that the proposal is compliant with the preliminary approval, the previous final approvals become irrelevant to the project moving forward.

Provided below is a juxtaposition of the preliminary site plan and the proposed final site plan. These have been rotated and scaled as best as possible to provide a relative comparison to the changes, although this is at a large scale. There are three particular modifications being made that are perhaps the most obvious.





The first modification is to the rental cabins. Preliminary plans included a range of small cabin sites ranging from roughly 700-1,500 square feet. The cabins were included in the site plan package and included an architectural theme for a remote cabin community. The proposal changes to pad sites of 3,600 square feet with the intent that the individual unit owners will design and build their own structures. It is not clear if the resort owners will include architectural regulations. One risk with the larger cabin sites is the potential for permanent year-round occupancy. While the development agreement clearly restricts year-round access, it would be important for the County to consider that larger lots could encourage a breach of that agreement similar to what has been occurring at the Strawberry Lakeview Estates and other similar seasonal developments.

Second, the trailhead, welcome center, and store at the entry of the project (upper left of the image) is proposed to move. The new proposal keeps the trailhead at the entry, but moves it to the east side of the road requiring a crossings to connect to the forest service trails. The welcome center and store are proposed to be moved south and included with the activity center. The combined welcome center, store, and activity center are significantly smaller than the master plan proposal (65,000 square feet vs. 5,600 square feet), although the final submittal plans do suggest an ability to expand the size of these at a later date. **Important to note is that this request is for final subdivision approval only and does not include the site plan documents.** The project will need to proceed with site plan approval at a later date. Because of this, some of the nuances discussed here are indefinite and will be reviewed in further detail when those are presented for review by the applicant.

The third obvious change is the alteration to the open space area. Preliminary plans show a clear central open space area that includes trails and pavilions surrounded by cabin units. The proposed plan shifts this space to the south and adjacent to the activity center. The amount of vegetation/landscaping and the frequency of pavilions and quiet sitting areas provided in the new proposed plan is significantly lower than that of the preliminary plan although there is an addition of pickleball courts. This, again, is an area that is still pending more detailed review with the site plan application that will need to follow at a later date. It is staff's hope that the applicant considers the importance of this area to the resort and refines a design more consistent with the preliminary plan.

Review of the historical approvals indicates that the bonus densities were granted for the project based on the following justifications:

- Construction of fire station/emergency services building to serve the Strawberry area
- · Improving Forest Road 090 out to Highway 40 to include wider lanes and shoulders
- Construction of road and bridge to bypass Soldier Creek Dam
- Construction of trail head and parking area for access to Forest Service Lands
- Forest Service trail marking improvements, signs and rider educational program
- Additional / Extra usable open space (96.7% open space instead of the 80% required)
- Construction of 12.3 miles of trails for hiking, biking, ATVs, and horseback users
- Opening private land for public recreational purposes
- Commercial uses, resort support, retail, hotel (Lodges, rental cabins and other accommodations for TRT)
- Welcome Center, stores, resort amenities and services to provide sales tax

Each of the above elements are expected to be included throughout the continual project approvals. Many of these are detailed in the development agreement and the preliminary plans. The allocation of the ERUs for the master plan project and anticipated facilities contributing to the rental cabins, lodges, and commercial uses are shown in Exhibit I

- SETBACKS -

Structures are required to have a minimum of 20 feet between buildings and a 20 foot front setback. Setbacks in Planned Performance Developments are from back of walk. Some of the units on the proposed plans do not meet the 20 foot front setback required. It is anticipated these can be adjusted without an impact on the review the Planning Commission and Council will see. If later review discovers this requires a more significant change, the project will need to return to the appropriate land use authority.

Currently, the submitted plans conflict on what the applicant's intentions are. In some instances it refers to four foot concrete sidewalks in front of the units and in others it notes four foot asphalt. Engineering review has noted that if the applicant intends to use asphalt trails in-lieu of sidewalks, that the dimensions should be six

feet. In verbal communication with the property owner, the owner has represented an intention to use concrete walk. If the applicant later decides to use six foot asphalt walks, the impact to the units required setback may trigger a significant change. Other conflicts in the document show some areas with sidewalk and parkstrip, some with monolithic sidewalk, and yet others missing sidewalks all-together. The documents will all need to be modified to resolve discrepancies and comply with county code. Only the option with sidewalk and parkstrip would comply.

Review of the documents also shows a few of the units closer than 20 feet. The most significant being unit 32 at approximately 16 feet. Plans will need to be modified and returned to the DRC for confirmation that all units comply with the 20 foot front setback. They may require pads to be decreased in size if space is unavailable in the common areas.

- MODERATE INCOME HOUSING -

Affordable housing requirements for resort developments are based upon employee housing demand generated by the resort. Phase 1a initially included a fee-in-lieu payment for 6.5 anticipated resort employees. After removing the storage units adding in the activity center with phase 1b, the net result is 10 anticipated employees. The Wasatch County Housing Authority has not responded to any of the DRC reviews throughout this process. Under the provisions of WCC, if a department does not respond through the DRC process, the item is considered to have a recommendation of approval from that departments for purposes of the staff report.

- ROADS AND ACCESS -

Access has been a primary focus since the inception of this development. There is one primary access into the property utilizing FS 090. The road is narrow, winding, and steep in some areas. The road goes over the dam which is owned by the Bureau of Reclamation (BOR). The BOR owns the road as well. During earlier reviews of the project, the BOR has stated that the development can have limited access but the road over the dam can be closed at any time for any length of time. FS 090 has not been maintained on a year round basis and, in most places, is not built to County standards.

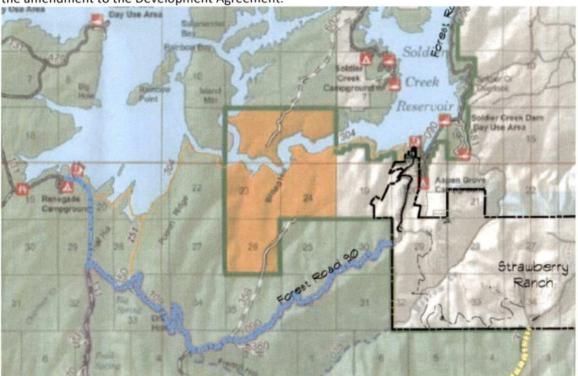
Wasatch County Code 16.20.17 (2012) regulates access requirements in the SRZ:

- A. Due to the remote nature and the tendency for developments in the Strawberry Recreation Zone (SRZ) to potentially be more susceptible to natural disasters, developments that occur in the Strawberry Recreation Zone (SRZ) shall provide appropriate access.
- B. Appropriate access for a development shall include the following:
 - 1. Be constructed to county standards;
 - 2. Two (2) access points are required. Two (2) access roads which connect to a county road which has been historically maintained year round will meet the requirement for this section; or
 - 3. Alternative approved transportation plan. (2002 Code § 16.09.17; amd. Ord. 08-13, 10-28-2008)

During the review for Master Plan approval, The County traffic consultant recommended that traffic conditions on Forest Road 090 not exceed a level of service C. For the existing FS 090, level of service C is between 95 and 150 vehicles. This peak rate would be generated when there are 507 to 800 ERUs in the resort development if no other development requires the use of the road. As part of the preliminary approval in March 2014, the County Council determined to allow an "alternative transportation plan" as allowed in 16.20.17(B)(3) noted above. The County Council reviewed the proposal by the applicant to upgrade the main access into the site. Due

to the remote nature of the development, a restriction that the development will not be permanent residency, as well as the terrain and vegetation, the County Council approved an alternative transportation plan with a requirement to improve FS 090 from highway 40 to the resort when the project reaches 100 ERUs. As proposed, this application is 61.4 ERUs and would not reach the first 100 ERU trigger.

Previous project approvals noted that phase 1 secondary access would be required to be improved and maintained to Renegade Marina and that any additional phases will also need improvements out to Highway 6. The improvements to Renegade Marina were conditions of approval to phase 1a and will remain as a condition of any future approvals until they are completed. The County should consider how to proceed with additional plats prior to the improvements being constructed. This consideration could be discussed and memorialized in the amendment to the Development Agreement.



- ENVIRONMENTAL CONSTRAINTS ANALYSIS -

Wasatch County Code 16.27.25 requires an environmental constraints analysis to be submitted with any preliminary application which outlines the potential constraints on development activity. The documentation provided by the developer asserts that the proposal does not conflict with the requirements of the code. If any evidence later discovered indicates that such representation has not been made after a full inspection, or there has been any change in circumstances indicating the likelihood of a failure to be able to meet the standards of the physical constraints restrictions, the county may require that certain site specific reports be prepared. Additional evidence discovered may decrease the density originally approved for the project.

- LANDSCAPING -

A typical landscape plan for each unit was provided with the preliminary plans. Because of the remote nature and the wildland fire area, firewise landscape plans are a requirement for this project. The plans require a landscape architect to design landscaping that meets the firewise requirements. This set must be stamped by the landscape architect verifying these requirements are met. The landscape plans submitted with the final

