

**SUMMIT COUNTY
ORDINANCE NO. 698**

**AN ORDINANCE APPROVING AND ADOPTING
THE DEVELOPMENT AGREEMENT FOR THE
SUMMIT RESEARCH PARK AT KIMBALL JUNCTION**

Preamble

WHEREAS, this matter came before the Summit County Board of Commissioners [hereinafter "County Commission"] for consideration of a Development Agreement in order to implement the Summit Research Park Community Commercial Zone District, pursuant to an application submitted by Boyer Snyderville Junction, L.C.; and,

WHEREAS, Summit County, acting pursuant to its authority under Utah Code Ann. § 17-27a-101, *et. seq.*, has made certain determinations with respect to the proposed Summit Research Park and, in the exercise of its legislative discretion, has elected to process the Summit Research Park pursuant to Summit County Code, § 10-3-8, resulting in the negotiation, consideration and approval of this Development Agreement after all necessary public hearings; and,

WHEREAS, the Board of Commissioners of Summit County considered a Development Agreement on December 3, 2008, all necessary public hearings having been satisfied for consideration and adoption of such, and determined that it is in the best interests of Summit County and the health, safety, and general welfare of its citizens to adopt this Development Agreement by Ordinance in order to provide for the processes, design, density, and uses of the Summit Research Park and to address other issues and policies as reflected in the Development Agreement;

NOW THEREFORE, the Board of Commissioners of the County of Summit, the State of Utah, ordains as follows:

Section 1. Adoption. Ordinance No. 698, the Development Agreement for the Summit Research Park, Snyderville Basin, Summit County, Utah, consisting of 39 pages and including exhibits and schedules which has been published in code book form, three copies of which have been filed for use and examination in the Office of the Clerk, Summit County, Utah, is hereby adopted by Summit County, and the Chairman is authorized to sign and execute the Development Agreement on behalf of Summit County.

ENTRY NO. 00860845

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 0.00 BY SUMMIT COUNTY CLERK

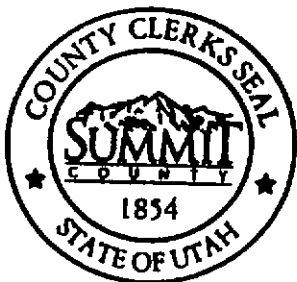


Section 2. No Rights Created in Third Parties. This Ordinance is not intended to, nor shall it be construed to create any rights, claims, or causes of action in third parties.

Section 3. Savings Clause. In the event one or more of the provisions of this Ordinance shall, for any reason, be held to be unenforceable or invalid in any respect under any applicable laws, such unenforceability or invalidity shall not affect any other provision; and in such an event, this Ordinance shall be construed as if such unenforceable or invalid provision had never been contained herein.

Section 4. Effective Date. This Ordinance shall take effect 15 days after passage by the Board of Commissioners of Summit County and subsequent publication in a newspaper of general circulation in Summit County, Utah.

APPROVED, ADOPTED, AND PASSED and ordered published by the Summit County Board of Commissioners, this 07th day of December, 2008.



**BOARD OF COUNTY COMMISSIONERS
SUMMIT COUNTY, STATE OF UTAH**

By: K.E. Woolstenhulme
Chairman

Commissioner Woolstenhulme voted:
Commissioner Richer voted:
Commissioner Elliott voted:

Agree
Agree
Agree

ATTEST:

K. K. [Signature]
County Clerk
Summit County, Utah

APPROVED AS TO FORM:

D. L. [Signature]
Deputy County Attorney
Summit County, Utah

WHEN RECORDED RETURN TO

The Boyer Company
90 South 400 West, Suite 200
Salt Lake City, UT 84101
Attn: H. Roger Boyer

**DEVELOPMENT AGREEMENT
FOR SUMMIT RESEARCH PARK**

THIS DEVELOPMENT AGREEMENT is entered into as of this 10th day of December, 2008, by and among BOYER SNYDERVILLE JUNCTION, L.C. ("Developer") and SUMMIT COUNTY, a political subdivision of the State of Utah, by and through its Board of County Commissioners (the "County").

RECITALS:

A. Developer is the owner of approximately 89 acres of land and appurtenant real property rights located in Summit County, Utah, the legal description of which land attached hereto as Exhibit A (the "Property"). Developer has proposed the development of a new research park on the Property ("Research Park"). The Research Park will be constructed in several distinct subdivision and vertical improvement development projects (as described more fully below, the "Projects") within certain development sites to be created (as described more fully below, the "Project Areas").

B. The proposed Research Park involves uses for the Property that are generally consistent with the Snyderville Basin General Plan (the "General Plan"). Prior to or contemporaneously with the approval of this Development Agreement, the County has zoned the Property as Community Commercial pursuant to the provisions of the Snyderville Basin Development Code (the "Code").

C. Developer and the County desire to establish certain standards and procedures that will be applied to certain additional administrative approvals contemplated in connection with the development of the Research Park and the Projects and the construction of improvements located on the Property, to establish certain standards for the phased development and construction of the Research Park and certain Research Park improvements.

D. The County also recognizes that the development of the Research Park and the Projects will result in tangible benefits to the County through the increase of the County's tax base and the development of businesses and employment that will enhance its economic development and is willing to agree to vest the development of the Research Park and the Projects pursuant to the terms of this Development Agreement against future legislative changes in the General Plan, the Code and applicable rules and regulations of the County (the

“Land Use Laws”) that would be inconsistent with the provisions in this Development Agreement.

E. This Development Agreement, which implements the Summit Research Park Rezone, provides detailed data regarding the Project. The County and the Developer agree that each shall comply with the standards and procedures contemplated by the Summit Research Park Rezone, this Development Agreement and its accompanying exhibits, the Code, and the General Plan with respect to the required development approvals.

F. Summit County, acting pursuant to its authority under Utah Code Annotated, Section 17-27a-101, et seq. and the Code, has made certain determinations with respect to the proposed Research Park and the Projects, and, in the exercise of its legislative discretion, has elected to process and approve the use, densities permitted by other provisions of this Agreement including, without limitation, any height limitations and Open Space requirements, general configuration and development standards for the Research Park pursuant to Section 10-3-18 of the Code, resulting in the negotiation, consideration and approval of this Development Agreement after all necessary public hearings.

DEFINITIONS

Administrative Amendments has the meaning set forth in Section 1.7.2.

Affordable or Moderate Income Housing means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the Average Median Income (“AMI”) for households of the same size in Summit County. An Affordable Housing Plan is provided at Exhibit K.

Allowed Uses means the uses listed on Exhibit C attached hereto and incorporated herein by this reference

Applications has the meaning set forth in Section 2.1.1.

Architectural Design Standards means those requirements governing the architectural design of structures and the development of other improvements on the Property, which is provided at Exhibit D.

Board of County Commissioners or Board of Commissioners means the Board of County Commissioners for Summit County, State of Utah.

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

Code means the Snyderville Basin Development Code, adopted December 2004, as amended; provided, however that for purposes of establishing the vested rights of the Developer, the Code shall consist of the Code as it exists on the Vesting Date and that for purposes other than vesting, successor provisions of the Code that are less onerous to Developer shall be deemed to replace the Code Sections referred to as they exist as of the Vesting Date.

Completion of Development has the meaning set forth in Section 6.3.1.

Construction Plan means the maps or drawings accompanying a final subdivision plat or Final Site Plan and showing the specific location and design of improvements to be installed on the site of the Project in accordance with the conditions of approval of the Final Site Plan or plat.

County means Summit County, a political subdivision of the State of Utah. The County has entered into this Agreement as a party acting by and through its Board of County Commissioners.

County Council means the Summit County Council.

Design Review Committee means the committee of the Master Association designated to review building plans and enforce the requirements of the Architectural Design Standards.

Developer means Boyer Snyderville Junction, L.C., its affiliate entities, and its assignees or transferees.

Development Improvements Agreement means an agreement incorporating approved development plans and by which Developer covenants to complete all required development improvements no later than twenty-four (24) months following the date upon which the Final Site Plan is approved unless an extension is permitted by the County Manager upon written request of Developer, which requested extension will not be unreasonably refused. The agreement must be approved by the County Manager and may also require Developer to complete and dedicate public improvements. Such agreements are generally governed by Chapter 6 of the Code which is attached herewith as Exhibit M.

Development Standards means the development standards contained in Exhibits E, F, and L.

Director means the Summit County Community Development Director.

Effective Date means the effective date of the Summit County Ordinance that approves this Agreement.

Event of Default has the meaning set forth in Section 5.2.2(1).

Final Site Plan means any Final Site Plan establishing detailed development layout, architectural, landscaping, lighting, and other development details for a Project Site within the Research Park, the process for which is established in this Agreement. A site plan is a

development plan of one or more parcels designated for the construction of all Allowed Uses, Public Facilities and any other facilities or other similar structures constructed on the Property or of benefit to the Research Park and allowed by this Development Agreement.

General Plan means the Snyderville Basin General Plan of the County, adopted December 2004, as amended as of the Vesting Date.

Incidental Uses means those uses which are directly related to the service needs of the Research Park and that will not primarily generate off site trips for purposes of traffic generation.

Indemnified Claim has the meaning set forth in Section 7.4.1.

Land Use Laws means zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations existing and in force for the County. For purposes of determining the Vested Rights of Developer, the Land Use Laws shall be those Land Use Laws in force on the Vesting Date.

Low Impact Development means when specifically designated as a Low Impact Activity in the Development Agreement, such uses shall be subject to a Low Impact Permit review and approval by the Director in accordance with the provisions of this Development Agreement and all applicable provisions of the Snyderville Basin Development Code.

Master Association has the meaning set forth in Section 3.1.

Master Declaration has the meaning set forth in Section 3.1.

Master Plan means the master concept plan of the Research Park, a copy of which is attached hereto as Exhibit B.

Material Master Plan Modification has the meaning set forth in Section 1.3.4.

Open Space means land which is unoccupied or unobstructed by any above ground buildings including, without limitation, all such open and unobstructed areas adjacent to the Transit Facilities or the County Services Building described in Section 3.3.1, slope areas, landscaped areas or strips of land between buildings and between paved parking areas and access lanes, areas left or replanted in natural vegetation, setback areas that are not used for actual parking and other similar open and unobstructed areas. At the option of Developer, Open Space may be held in conservation easements so as to ensure its maintenance in perpetuity. Developer may claim the Open Space adjacent to the Transit Facilities and the County Services Building on land conveyed by Developer to the County pursuant to Section 3.3.1 as an Open Space credit applicable to any Open Space requirement imposed on Developer with respect to any Project Area within the Research Park. Notwithstanding any inconsistent provision of this

Development Agreement or the Development Standards, Developer shall be entitled to calculate landscaped areas within parking lots as Open Space.

Planning Commission means the Snyderville Basin Planning Commission.

Project means the development project to be developed on the Property pursuant to this Agreement.

Project Areas has the meaning set forth in Section 1.3.2.

Property means approximately 89 acres of land and appurtenant real property rights located in Summit County, Utah, the legal description of which land is shown in Exhibit A to this Development Agreement.

Public Facilities means the arterial and access roads and the other public infrastructure or public service facilities serving the Property.

Remaining undeveloped land within the Property has the meaning set forth in Section 6.3.2(2).

Research Park has the meaning set forth in Recital A.

Sketch Plan means a sketch preparatory to an application for Final Site Plan review and consideration by Summit County. The Sketch Plan is intended to contain sufficient information, in graphic and text form, to adequately describe the Applicants intentions with regard to site layout and compliance with this Agreement. The requirements of the Sketch Plan are contained at Exhibit N.

Staff means the planning staff of Summit County, State of Utah.

Substantial Amendment has the meaning set forth in Section 1.7.1.

Summit Research Park Rezone means the zone district adopted by Ordinance No. 706 for the purposes of permitting the adoption of a comprehensive development plan specifically required to implement the unique uses, densities permitted by other provisions of this Agreement including, without limitation, any height limitations and Open Space requirements, development locations, and programs and other features of the Property.

Transit Facilities means the Transit Facilities to be constructed by the County as contemplated by Section 3.3.1.

Vesting Date has the meaning set forth in Section 2.2.1.

SUMMIT COUNTY AND DEVELOPER HEREBY AGREE AS FOLLOWS:

1. Approved Use, Density, General Configuration and Development Standards Affecting the Research Park; Amendments.

1.1 Legal Description of Property. The legal description of the Property included with the Research Park is attached hereto as Exhibit A, which is incorporated into this Development Agreement by this reference. Except as contemplated by Section 1.3.3 below with respect to adjustments to the boundaries of the Property, no other property may be added to the legal description of the Research Park for purposes of this Development Agreement, except by written amendment. Except as expressly set forth in this Agreement, this Development Agreement shall not affect any land other than the Property.

1.2 General Description of Research Park. The Research Park covered by this Development Agreement consists of 89 acres of land located generally nearby and to the south of the existing commercial development with the Kimball Junction Area and west of Highway 224. The Research Park is proposed to incorporate uses of the type allowed by the Use Table, Exhibit C.

1.3 Development Configuration of Research Park.

1.3.1 Master Plan. The development configuration of the Research Park is shown generally on the Master Plan, Exhibit B

1.3.2 Project Areas and Research Park Roads. The Master Plan reflects the general location and configuration of certain Project development sites ("Project Areas") and the major access and circulation roads serving the Research Park. The exact locations and legal descriptions for the Project Areas are not required to be provided in connection with the approval of this Agreement. The exact locations and legal descriptions for specific Project Areas shall be specified initially by Developer at the time Developer proposes the approval of a specific Project site plan and all such specific legal descriptions are subject to approval and minor adjustment by the County as a part of site plan approval processes for specific Projects, provided, however, that such approvals and minor adjustments shall be consistent with the "Development Standards" and the vested rights of Developer set forth in this Development Agreement. Developer may propose a Project Area and Project consisting of more than one building as a part of a single site plan process and thereafter seek building permits with respect to such buildings within the Project Area on a phased basis. Specific locations and legal descriptions of the Project Areas so determined and approved shall be deemed incorporated in the Master Plan and this Development Agreement and substituted in place of the more general or any inconsistent descriptions set forth on the Master Plan or in this Development Agreement upon such approval by the County (and the approval by Developer of any adjustments to any such location or legal description proposed by the County), without a formal amendment to the underlying Master Plan or this Development Agreement.

1.3.3 Property Boundary Adjustment. The County is the owner of certain open space land located adjacent to and generally to the south of the Research Park which was acquired in a transaction with Developer. The County acknowledges that the common boundary between the Research Park and the adjacent open space was established based on preliminary planning of the Research Park and that adjustments to the common boundary of the Research Park and the County open space may be appropriate to accommodate the final development configuration for Project Areas, the proposed locations for buildings, roadways and other improvements within Project Areas and considerations related to seismic risk, geotechnical factor, soil conditions and topography; provided that the boundary adjustment results in an even exchange of acreage between Developer and the County. The County agrees that any such boundary adjustment may be proposed by Developer or any successor developer of a Project Area at the time Developer or Developer's successor proposes the approval of a specific Project. The proposed boundary adjustment shall be subject to approval and minor adjustment by the County as a part of subdivision approval processes for specific Projects, or as a part of a separate lot line adjustment process under the provisions of Section 10-3-16 of the Code, provided, however that such approvals and minor adjustments shall be consistent with the Development Standards and the vested rights of Developer set forth in this Development Agreement. Upon completion of any boundary adjustment, the definition of "Property" and the legal description of the Property shall be deemed modified to refer to the Property after the completion of the boundary adjustment, and the Master Plan shall be deemed amended to conform to the revised description of the Property without a formal amendment to the underlying Master Plan or this Development Agreement.

1.3.4 Master Plan Modifications. Developer shall generally develop the Property in accordance with the configuration shown on Exhibit B, but shall be permitted to modify the location and size of Project Areas based on specific engineering and geotechnical analysis undertaken at the time specific Project Areas are proposed for platting and development. Developer and the County agree that any such modifications proposed will generally be necessary to achieve one or more of the following purposes: (i) to assure that development is occurring on land appropriate for development, (ii) to preserve as Open Space land that is not appropriate for development due to soils or environmental conditions, (iii) to allow the construction of roads to serve the subject Project Area or neighboring Project Areas in accordance with the Development Standards, (iv) to refine the proposed boundaries of the Project Site based on the specific intensity of use and configuration of the Project Area or adjacent Project Areas, (v) or required because of the use, configuration or other factors relating to a previously approved Project Area. Any "Material Master Plan Modification" shall require an Administrative Amendment to the Master Plan as that term is defined in Section 1.11.2 below. A "Material Master Plan Modification" is defined as the inclusion on a proposed site plan of a Project Area that either (a) does not overlap with at least two-thirds of the area of the Project Area shown on Exhibit B to this Development Agreement or (b) expands a Project Area into land not previously included in a Project Area by more than 25% of the area of the Project Area reflected in Exhibit B to this Development Agreement, or (c) is not necessary to meet one of the purposes (i) through (v) listed above in this paragraph. Any Master Plan modification that does not meet the definition of a Material Master Plan Modification shall be deemed to not require any amendment under Section 1.11 below.

Developer may relocate one or more of the major circulation roads shown on the Plan where necessary to accommodate revisions to the locations of Project Areas or adjacent open space, to avoid areas of environmental sensitivity or to comply with any of the Development Standards. No specific approval of any such change in road location shall be required if the major circulation roads still provide required access to the Project Areas shown on the Master Plan (or as modified under the standards of this paragraph) and such a relocation shall not be deemed to be Material Master Plan Modification or to require an amendment to this Agreement. Any Master Plan modification not constituting a Material Master Plan Modification and not requiring an amendment under Section 1.11.2 shall be deemed incorporated into the Master Plan upon approval of a Final Site Plan for the modified Project Area in the site plan approval process.

1.4 General Description of the Projects. The Research Park covered by this Development Agreement is intended to be developed into types of uses as are generally described as the Allowed Uses and set forth on Exhibit C. The Research Park will be developed in Project Areas, each of which may consist of one or more specific real estate products addressing one or more segments of the real estate market of Allowed Uses. This Development Agreement may include general descriptions of the uses contemplated for the various Project Sites, references to specific types of real estate products and suggested locations for Projects as shown on Exhibit B. Unless expressly set forth elsewhere in this Development Agreement, any such descriptions or references shall not limit the description or nature of any Project that may be proposed for an approved Project Area and shall not limit the particular mix of real estate products that can be included within a Project consistent with Exhibit C.

1.5 Approved Use, Density and Configuration. This Development Agreement shall, subject to the conditions and requirements of this Development Agreement, vest with respect to the Summit Research Park as to each of the following:

1.5.1 Uses, pursuant to Section 1.6 of this Agreement and Exhibit C.

1.5.2 Densities, configuration, and massing, which are generally shown in a conceptual fashion in Exhibit B and permitted by other provisions of this Agreement including, without limitation, the density or intensity of development allowed within the development envelope created within a Project Area consistent with any height limitations, Open Space requirements or other Development Standards contained in Exhibits E and F.

1.5.3 Architectural Design Standards, pursuant to Exhibit D of this Agreement.

1.5.4 Development standards, environmental criteria, Open Space, water, sewer, fire protection, parking, transit, transportation, utilities, snow removal, parks, trails, landscaping, lighting, road placements and designs (including the size of the road), road grades, road curbs, cuts and connections, and other development requirements and improvements pursuant to Exhibits E, F, and L.

1.5.5 Site plan, plat and other approval processes, pursuant to Section 4.6 through 4.9 and Exhibit N to this Agreement.

1.5.6 Height limitations and methods of calculation of height pursuant to Exhibit F.

1.5.7 Subdivision of entire Lot of Record within which the Property lies consistent with the Subdivision Plat contained at Exhibit G, which is approved by the County upon execution of this Agreement.

1.5.8 Community Commercial Zone District designation pursuant to Exhibit O. All Exhibits shall be deemed a part of this Development Agreement and shall be binding upon all parties hereto.

1.5.9 Workforce and Moderate Income Housing Provisions pursuant to Exhibits J and K.

1.5.10 Development Improvements requirements pursuant to Exhibit M.

1.6 Permitted and Conditional Uses. Approved uses shall include all permitted and conditional uses as outlined in the Use Table at Exhibit C subject only to the requirements of this Development Agreement. Uses not otherwise included in the Use Chart shall be prohibited.

1.7 Approval of Final Site Plans. Within the Summit Research Park, Project Areas and individual building pads for buildings and structures within a Project Area shall be approved pursuant to a Final Site Plan. Section 4.6 of this Development Agreement sets forth a process for approval of specific site plans within the Summit Research Park.

1.8 Building Permit Required. Prior to the commencement of development activity on any lot designated on a Final Site Plan, or before the commencement of construction on any structure authorized in this Development Agreement, a Building Permit must be obtained from the County in accordance with all applicable requirements of the Code.

1.9 Meetinghouse. The Church Site in the general location depicted on Exhibit H shall be an approved permitted use for a church meetinghouse or other structure used for religious purposes, up to a 25,000 square foot building footprint, a maximum building height (excluding the steeple) of 33 feet from the top of the foundation (but not to exceed 45 feet as measured in Exhibit F), a maximum steeple height of 70 feet from finished grade immediately surrounding the steeple, with up to 300 parking stalls, subject to approval by the Director pursuant to Article 6.2 as governed and limited by the Utah Religious Land Use Act, Code Section 63L-5-101 – 403. The Church site shall not be subject to the Architectural Design Standards, Exhibit D, but the external trim elements of the meetinghouse shall be generally consistent with the external trim elements of the Trailside LDS Meetinghouse, subject to the limitation that the reasonable estimate of the cost of the meetinghouse including such external

trim elements shall not exceed 105% of the reasonable estimate of cost of a “Legacy Building with the classic standard trim package” used from time to time by the Corporation of the Presiding Bishopric (CPB). As an alternative and at the option of the CPB, the CPB may choose to subject the meetinghouse to the alpine external trim elements contained in the Architectural Design Standards of Exhibit D and its design review committee.

1.10 Conflicts.

1.10.1 To the extent there is any ambiguity in or conflict with the provisions of this Agreement, the more specific provision or language shall take precedence over more general provisions or language.

1.10.2 The County has reviewed the Code, General Plan and the Rezone Ordinance and has determined that the Developer has substantially complied with the provisions thereof and hereby finds that the Summit Research Park is consistent with the purpose and intent of the relevant provisions of the Snyderville Basin Development Code, General Plan and the Rezone Ordinance. The parties further agree that the omission of a limitation or restriction herein shall not relieve the Developer of the necessity of complying with all applicable County Ordinances and Resolutions not in conflict with the provisions of this Development Agreement, along with all applicable state and federal laws.

1.11 Amendments.

1.11.1 Substantial Amendments. Any amendment to this Agreement that alters or modifies the Term of this Agreement, the Allowed Uses, the approved density or intensity of use that may be constructed consistent with the height limitations or Open Space requirements set forth in this Agreement and the other Development Standards set forth in the Exhibits hereto, the text of the Development Agreement relating to the foregoing items, the requirement of any amenity described herein that is available to the public, provisions for reservation and dedication of land or provisions of the Development Agreement or any approved mechanism that imposes financial obligations on Developer, the property owners within the Research Park (including assessments through any association of owners within the Research Park) shall be deemed a “Substantial Amendment” and shall require a noticed public hearing and recommendation by the Planning Commission and a noticed public hearing and decision by the County Council prior to the execution of such an amendment.

1.11.2 Administrative Amendments. Unless otherwise provided by law, all amendments to this Development Agreement that are not Substantial Amendments shall be deemed “Administrative Amendments” and may be approved and executed without a noticed public hearing, recommendation by the Planning Commission or action by the County Council. The Board of County Commissioners shall designate in the approval motion for this Development Agreement a County planning official and empower that official to make all final Administrative Amendment decisions. Administrative Amendments may be reflected in a written approval or formal written amendment to this Development Agreement. In any event, Administrative Amendments will be deemed approved upon the issuance of the

applicable building permit if not covered by a specific, separate approval or a written amendment to this Development Agreement.

1.11.3 Effect of Amendment. Any amendment to this Agreement shall be operative only as to those specific portions of this Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

2. Summary of County Determinations Relating to the Research Park.

The Board of Commissioners of Summit County, acting in its legislative capacity, has made the following determinations with respect to the Research Park, including all findings of fact and law as are necessary to make each of the following determinations:

2.1 County Approvals Relating to the Research Park.

2.1.1 Applications. Developer made the following three applications (the “Applications”) related to the proposed Research Park: (i) an application to rezone the Property to Community Commercial; (ii) an application for the approval of this Development Agreement to authorize and regulate the Research Park, and (iii) an application for subdivision approval, all in accordance with applicable provisions of the Code.

2.1.2 Approval Process. Following a lawfully advertised public hearing, the Summit Research Park received a recommendation for approval through a Development Agreement by action of the Planning Commission taken on November 12, 2008. The Board of County Commissioners held a lawfully advertised public hearing on November 19, 2008, and during a lawfully advertised public meeting on December 10, 2008 approved the Summit Research Park under the processes and procedures set forth in the Code and General Plan. With respect to the terms and conditions of approval, the Board of County Commissioners made such findings of fact and conclusions of law as are required as a condition to the approvals, as reflected in the staff recommendation adopted with any modifications, as reflected in the minutes of the above referenced public meetings, and as reflected by the other enumerated findings herein.

2.1.3 Compliance With Requirements. The following is an analysis of the Research Park’s compliance with the requirements of the General Plan and the Code that was utilized by the Planning Commission in making its favorable recommendations and by the Board of County Commissioners in making its final approval of the Applications.

2.1.3.1 Community Commercial Zone District Rezoning Requirements. The following requirements of the Snyderville Basin Development Code, which constitute all of the requirements for the amendment of the Zoning Map to rezone the Property to Community Commercial (CC), are met by the Research Park, as reflected in and to be regulated by this Development Agreement.

2.1.3.2 Development Agreement Approval Requirements. The following requirements of section 10-3-18 of the Code, which constitute all of the requirements for the approval of this Development Agreement:

2.1.3.2.1 This Development Agreement has been reviewed and considered in accordance with the provisions of Section 10-3-18 of the Code and meets all applicable requirements of that Section.

2.1.3.2.2 This Development Agreement includes the written consent of each landowner whose properties are included within the boundaries of the Property.

2.1.3.2.3 This Development Agreement advances policies, implements goals and achieves other desired results not generally available under the other implementation strategies of the County. The elements of the Research Park proposal that satisfy this requirement include the following:

(1) The Research Park will develop new offices, research and development facilities and other uses that will generate substantial employment for Summit County residents.

(2) The Research Park will develop Research Park facilities not otherwise permitted that are likely to enhance the economic development of Summit County consistent with the goals and policies of the General Plan.

(3) This Development Agreement assures that the Research Park will have a positive fiscal impact on Summit County by enhancing the County's property tax base and the development of employment opportunities for Summit County residents.

(4) This Development Agreement obligates Developer to provide for workforce housing for a portion of the new employees that will be required by the Research Park.

2.1.3.2.4 The Research Park as reflected in and conditioned by the terms and conditions of this Development Agreement, is in conformity and compliance with the General Plan, any existing capital improvements programs, the provisions of the Code (including concurrency and infrastructure requirements), and all other development requirements of the County.

2.1.3.2.5 Developer has committed to comply with all appropriate concurrency and infrastructure requirements of the Code, and all appropriate criteria and standards described in this Development Agreement.

2.1.3.2.6 There shall be no construction management impacts that are unacceptable to the County.

2.1.3.2.7 The Summit Research Park meets or exceeds development quality and aesthetic objectives of the General Plan and the Code, is consistent with the goal of orderly growth in the Snyderville Basin, and minimizes construction impacts on public infrastructure within the Snyderville Basin.

2.1.3.2.8 The proposed development reasonably assures life and property within the Snyderville Basin and the community is protected from any adverse impact of this development.

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

2.1.3.2.10 This Development Agreement implements the rezoning ordinance for the Research Park.

2.1.3.2.11 The Summit Research Park is consistent with the findings required in the 2004 Snyderville Basin Development Code for approval.

2.1.4 Approval Motions.

2.1.4.1 Motion in Favor of Rezoning the Property to the Community Commercial (CC) District. The County Commission, upon favorable recommendation of the Planning Commission, found that the Research Park as described in and as proposed to be regulated by this Development Agreement meets all applicable requirements of the Development Code for the rezoning of the Property to the Community Commercial (CC) District, and the County Commission, upon favorable recommendation of the Planning Commission, approved the amendment to the Zoning Map to reclassify the Property to the Community Commercial (CC) District for the purposes of allowing the development of a new Research Park as permitted by the Development Code on the terms and conditions incorporated into this Development Agreement.

2.1.4.2 Motion for Approval of Development Agreement for the Research Park. The County Commission, upon favorable recommendation of the Planning Commission, found that this Development Agreement meets all applicable requirements of the Code for a development agreement that would authorize and regulate a new Research Park subject to the approval of the rezoning of the Property to the CC zone (which approval is covered by a separate motion). The County Commission, upon favorable recommendation of the Planning Commission, approved this Development Agreement for the Research Park for the purposes of allowing the development of the proposed Research Park as permitted by the General Plan and the Code on the terms and conditions incorporated into this Development Agreement.

2.1.4.3 Motion for Approval of Subdivision Plat for the Research Park. The County Commission, upon favorable recommendation of the Planning Commission, found that the subdivision plat, Exhibit G, to this Development Agreement meets all applicable

requirements of the Snyderville Basin Development Code for such an approval.

2.1.4.4 Designated County Planning Official. The designated County planning official that is designated to determine Administrative Amendments and to otherwise administer certain provisions of this Development Agreement is the Summit County Community Development Director, as that position is filled from time to time. The County may designate another person or the holder of another position by separate resolution of the County Council without a required amendment to this Agreement.

2.2 Vested Rights and Reserved Legislative Powers.

2.2.1 Vested Rights and Vested Projects. Subject to Section 2.2.2, Developer shall have the vested right to develop and construct the Research Park, to develop and construct specific Projects within the Project Areas and to develop and construct necessary infrastructure and other improvements in accordance with the uses, densities or intensities permitted to be constructed consistent with the application of the other provisions of this Agreement including, without limitation, any height limitations and Open Space requirements, general configuration of development and Development Standards described and incorporated in Paragraphs 1.3, 1.4, 1.5, and 1.6 applying the Land Use Laws in existence and effective on January 1, 2009 (the "Vesting Date") to the extent such existing Land Use Laws are not inconsistent with the terms and conditions of this Development Agreement. Further, subject to Section 2.2.2, Developer shall have the right to have subdivision and other development or construction applications for Projects within the Research Park processed and approved in accordance with the procedures and standards set forth in this Development Agreement. Any such Projects so approved shall be deemed vested in accordance with this Section as of the Vesting Date.

2.2.2 Compelling, Countervailing Public Interest. Nothing in this Agreement shall limit the future exercise of the police power of the County in enacting generally applicable Land Use Laws after the date of this Agreement. Notwithstanding the retained power of the County to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights described in Paragraph 2.2.1 based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. (Western Land Equities, Inc., v. City of Logan, 617 P.2d 388 (Utah 1980) or successor case and statutory law). Any such proposed change affecting the vested rights of the Research Park or any Project shall be of general application to all development activity in Summit County; and, unless the County declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Research Park or any Project under the compelling, countervailing public policy exception to the vested rights doctrine. The regulations, ordinances, policies and plans governing the permitted uses, densities or intensities permitted to be constructed consistent with the other provisions of this Agreement including, without limitation, any height limitations and Open Space requirements, general plan configuration and Development Standards of the Research Park or any Project hereby vested shall be the terms and conditions of this Development Agreement, and those Land Use

Laws in effect on the Vesting Date that are not inconsistent with the terms and conditions of this Development Agreement.

2.2.3 Duration. The term of this Agreement shall commence on, and the effective date of this Agreement shall be, the effective date of the Ordinance approving this Agreement. The Term of this Agreement shall extend for a period of twenty five (25) years following the effective date unless the Agreement is earlier terminated, or its term modified by written amendment to this Agreement.

2.2.4 Governing Land Use Laws. The respective rights of the parties in the event the County seeks to apply or enforce Land Use Laws to the Project in a manner that is inconsistent with the terms and conditions of this Development Agreement shall be governed by then existing state and federal land use case law and statutes.

2.3 Fees and Exactions.

2.3.1 Development Application and Review Fees. The Project has paid application and review fees for the following applications: (i) the rezoning of the Property to a Community Commercial (CC) zoning district, (ii) the approval of this Development Agreement; and (iii) the approval of the subdivision plat. No further fees or engineering expenses shall be charged to Developer for these approvals, but the Developer shall pay all advertising and other out of pocket expenses incurred by the County in processing these Applications. Application and review fees for the Architectural Design Guidelines, Low Impact Permits, Sketch Plans, Conditional Use Permits, Building Permits, and Final Site Plans for each phase of the Research Park and each Project shall be paid at the time of application for any such approval. Pursuant to Code Section 10-5-12, the County waives 75% of County Planning, Engineering and Building Department Fees in connection with the moderate income housing element of the Research Park. The intent of this waiver is to reward the Developer for targeting a mix of affordable units between 40% and 80% of AMI which is consistent with the requirements of the Code.

2.3.2 Plan Engineering Review Fees. The County may charge such standard engineering review fees for Final or amended Final Site Plans, development or construction approvals for the Research Park or a Project as are generally applicable on a non-discriminatory basis at the time of application for any such approval.

2.3.3 Other Fees. The County may charge other fees that are generally applicable, including but not limited to standard building permit review fees for improvements to be constructed on improved parcels.

2.3.4 Impact Fees. In consideration for the agreements of the County in this Development Agreement, Developer agrees that the Summit Research Park shall be subject to all impact fees, including but not limited to the Transportation Impact Fee, which are (1) imposed at the time of issuance of building permits, and (2) generally applicable to other

property in the Snyderville Basin; and Developer waives its position with respect to any vested rights to the imposition of such fees (to include the Transportation Impact Fee), but shall be entitled to similar treatment afforded other vested projects if the impact fee ordinance makes any such distinction. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with the payment requirements of the particular impact fee ordinance and implementing resolution. Notwithstanding the agreement of Developer to subject the Research Park to impact fees under the above-stated conditions, Developer does not waive Developer's rights under any applicable law to challenge the reasonableness of the amount of the fees within thirty (30) days following imposition of the fees on the Research Park based upon the application of generally applicable state and federal law including the Rational Nexus Test (as defined in Section 2.3.5). Pursuant to Code Section 10-5-12 and Summit County Ordinance #652A (the "Transportation Impact Fee"), the County waives 75% of the Transportation Impact Fees in connection with the moderate income housing element of the Research Park. The Developer, at Developer's option, may apply for a waiver of greater than 75% pursuant to the criteria under Ordinance #652A

2.3.5 Rational Nexus Test. For purposes of this Development Agreement, the Rational Nexus Test shall mean and refer to a standard of reasonableness whereby the property shall not bear more than an equitable share of the capital costs financed by an impact fee or exaction in relation to the benefits conferred on and impacts of the project. The interpretation of "rational nexus" shall be governed by the federal or Utah case law and statutes in effect at the time of any challenge to an impact fee or exaction imposed as provided herein including, but not limited to, the standards of *Banberry Development Corp. v. South Jordan City*, 631 P.2d. 899 (Utah 1981) or its successor case law.

3. **Specific Research Park Requirements.**

3.1 Research Park Documents.

3.1.1 Master Declaration. Developer shall implement a common plan of development throughout the Research Park as reflected in a Master Declaration of Covenants, Conditions and Restrictions (the "Master Declaration"). The Master Declaration shall be adopted and applied to the entire Research Park on or before the recordation of the first Final Site Plan within the Research Park. The Master Declaration shall contain provisions authorizing a master association of owners within the Research Park (the "Master Association") to impose assessments on the owners within Research Park for the operation, maintenance, repair and replacement of common private elements within the Research Park benefiting the owners and users of property within the Research Park. The Master Declaration shall also authorize the collection of fees to offset specific costs of the Master Association including without limitation design review, construction management and road damage costs resulting from construction activities of property owners. The Master Declaration, the Articles of Incorporation and Bylaws of the Master shall be submitted to the County for review and comment in connection with the approval of the first Final Site Plan within the Research Park. Notwithstanding any inconsistent provision in this Development Agreement to the contrary, Developer and the Master Association shall be obligated to establish,

implement and enforce the covenants, assessment procedures, Master Association operation and maintenance requirements relating to the common elements of the Research Park and the Architectural Design Standards, and any owners of property within the Research Park shall look solely to the Developer and the Master Association, and not the County, for the establishment, implementation and enforcement of any such requirements.

3.1.2 Architectural Design Standards The development of the Summit Research Park must be consistent with those Architectural Design Standards approved as set forth in Section 4.7 of this Agreement, which provides a process for obtaining approval of the master Architectural Design Standards. The Architectural Design Standards so approved shall be inserted into this Agreement as Exhibit D and shall be binding upon all parties to this Agreement.

3.1.3 Design Review Committee. As part of the Master Declaration, a Design Review Committee shall be established to review site plans consistent with the Architectural Design Standards. A member of the Snyderville Basin Planning Commission shall be a voting member of the Design Review Committee

3.2 Essential Research Park Facilities. Developer and the County agree to design and obtain all necessary approvals and construct the facilities necessary for the operation of Research Park as provided in the following subsections of this Section 3.2.

3.2.1 Internal Roads and Secondary Access. In connection with or prior to the approval of the first Final Site Plan within the Research Park and to the extent necessary to serve the first phase of development in the Research Park, Developer shall have designed and obtained all necessary approvals for the construction of roads, including the spine road (which shall become a Class C public thoroughfare when properly dedicated and accepted by the County Engineer in accordance with County standards and shall be credited against the transportation impact fees assessed against the Developer by the County) and any other road constituting secondary access serving the first phase of development. Developer shall construct or cause to be constructed any roads and secondary access necessary to serve a Project in connection with the development and improvement of each subsequent Final Site Plan. The provisions of this Section shall not apply to the road described in Section 3.2.2.

3.2.2 Kimball Junction – Olympic Parkway Connector Road. In connection with or prior to the approval of the first Final Site Plan within the Research Park, the County shall have designed and obtained all necessary approvals for the construction of the connector road between the existing Kimball Junction commercial area and the Olympic Parkway in the location shown on Exhibit E attached hereto (the “Connector Road”), and shall have constructed the Connector Road at the County’s sole cost and expense. The County shall complete construction of the connector road no later than October 31, 2010.

3.2.2.1 Road Easement. Developer shall dedicate to the County an appropriate form of easement for 108 feet of right of way, as approved by the County Engineer, to make the road connection between the Landmark Drive Roundabout and

Olympic Parkway. Said easement location shall be consistent with the County's Transportation Master Plan and shall be delivered to the County no later than May 31, 2009.

3.2.3 Water, Fire Flow and Public Safety. Developer has selected Summit Water Distribution Company as its water service provider. In connection with or prior to the approval of the first Final Site Plan within the Research Park, Developer shall have (i) acquired all water shares in Summit Water Distribution Company sufficient to meet the culinary and irrigation requirements for the Research Park, and (ii) designed and obtained all necessary approvals for the construction and operation of water systems with sufficient fire flow and storage to meet the culinary, irrigation and public safety standards for the first phase of development in accordance with the Development Standards. Developer shall be required to comply with the County's Water Concurrency Ordinance, as amended, in connection with the issuance of all Building Permits.

3.2.3.1 Water Conservation Measures. Water conservation measures (including irrigation) shall be built into the design and operation of the Project, including the use of drought tolerant and natural plant species.

3.2.4 Other Infrastructure. In connection with or prior to the approval of the first Final Site Plan within the Research Park, Developer shall have designed and obtained all necessary approvals for the construction and operation of any other onsite and any necessary offsite utility infrastructure with sufficient capacity to meet the requirements of the first phase of development. Developer shall thereafter construct or cause to be constructed any such other utility infrastructure necessary to serve a Project in connection with the development and improvement of each subsequent Final Site Plan.

3.2.5 Drainage and Flood Control. Drainage and flood control facilities shall be constructed by Developer as a part of completion of other major facilities and development of the Project in accordance with the Development Standards and County Ordinance 381-A; provided, such drainage and flood control facilities shall be limited to storm water runoff (including natural runoff) from the Property and unless the County Engineer requires otherwise, and in that case the Developer is simultaneously compensated for increased costs, Developer shall not be required to accommodate additional storm water drainage caused by development of any adjoining lands.. Major facilities, where appropriate, will be dedicated to the County upon completion. Drainage and flood control maintenance (e.g. , major channel maintenance, etc.) shall be provided by the County and/or Developer, as appropriate.

3.2.6 Traffic. A summary of the traffic impacts from the Summit Research Park and mitigation plans is contained at Exhibit I.

3.2.7 Lighting Guidelines. All exterior street and other lighting shall be kept to a minimum. A specific project-related lighting plan shall be provided within 180 days of the effective date of this Agreement or the filing of the first Final Site Plan, whichever comes first. Only high pressure sodium, incandescent, or sources appearing to be amber in color consistent with the County Code provisions for the protection of the night sky will be allowed.

The CC&Cs should maintain specific guidelines that ensure there will be minimal exterior lighting impact from all structures.

3.3 Other Research Park Requirements. Developer and County agree to the following additional provisions relating to the development and operation of the Research Park:

3.3.1 Land Conveyance for County Building and Transit Facilities. Developer agrees to convey by special warranty deed to the County two parcels of land sufficient for the County's purposes; namely, (a) a County Office Building, which is a mirror image of the existing Richins Building; said parcel shall not exceed 5 acres (but may be smaller based on topography, layout and the application of shared parking principles); and (b) a regional bus depot/transit center/visitors center serving the Kimball Junction area (the "Transit Facilities") not to exceed 1.5 acres. Both parcels shall be generally located in the area shown on Exhibit H.. The exact size and location of the parcels shall be agreed upon by the parties in connection with the Final Site Plan application for the first building of the Project, which is anticipated to be approximately twelve (12) months from the Effective Date. The conveyance of the County Office Building parcel shall occur within thirty (30) days after the completion by the County of the Connector Road described above in Section 3.2.2. The conveyance of the Transit Facility parcel shall occur on or before May 31, 2009. Developer shall have no responsibility to improve the parcel to be conveyed to the County or to contribute toward the cost of, or to construct, the County office building or any Transit Facilities. The County shall give Developer credit for the value of the land donated for the Transit Facilities against Transportation Impact Fees. The value of the donated land shall be determined at the time of transfer by an independent appraisal where the appraiser is jointly agreed upon by the County and Developer. Notwithstanding anything to the contrary, the valuation of the land for purposes of a credit toward impact fees shall not exceed \$500,000.

3.3.2 Event Use of Parking Facilities. Developer agrees that Master Declaration will contain a provision allowing the use of improved parking facilities within the Research Park after the normal operating hours for its tenants and users for evening and weekend events at the direction and under the supervision of the County or another governmental entity. The County agrees to provide not less than fourteen (14) days advance notice of any such event to both Developer and the owner of any property that will be used for event parking. The use of such parking shall be subject to the confirmation of commercial liability insurance coverage in favor of Developer and any owner of any property to be used for parking in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence. The County acknowledges that certain users of the Research Park may work extended hours and require parking in the evening and on weekends, and Developer may restrict access to certain parking spaces to accommodate those users.

3.3.3 Workforce Housing. The parties agree that the operation (and not the construction) of the uses to be developed and constructed within the Research Park (the "Employment Generators") will result in the addition of new employment positions and that the Research Park should make provision for the creation of housing for some of the new employees as new employment positions are generated by the Research Park. The parties also

agree that the Research Park should not be required to supply employee housing based solely on the number of new jobs but rather should provide dedicated housing for rental to and occupancy by employees of facilities and businesses in the Research Park in accordance with the following standards:

3.3.3.1 Moderate Income Housing. Developer shall build or cause to be built the housing specified in this paragraph, which the County agrees is sufficient to satisfy the Code requirements for affordable housing associated with the Research Park. The County has determined that the Research Park shall construct housing for not less than 139 Workforce Unit Equivalents (WUE). Any WUE or moderate income housing required in connection with the development of the Research Park shall be sufficient to satisfy Code requirement if such units are affordable to those residents earning below 80% of the Average Median Income (AMI) for Summit County. Such units must conform to the restrictions contained in Code Section 10-5-3, which is attached as Exhibit J. The Moderate Income Housing Plan, which contains the approved site plan, Battelle Report on North American Research Parks (independent moderate income housing study), and particulars of the plan, is attached hereto as Exhibit K.

3.3.4 Trails. Developer shall construct and maintain an internal trail system with connections from Summit Research Park to the Kimball Junction Town Center. Such trails will provide connections between the Research Park and the retail commercial facilities within the Town Center. As Final Site Plans are approved, the internal trail system and connections to the Town Center shall be indicated on such Plans together with specific deadlines for installation of the trails.

3.3.5 Highway 224 Underpass. The Developer shall contribute to Summit County \$300,000 for an underpass which connects the east and west sides of SR 224 at Kimball Junction in order to provide connectivity between the Redstone Development and the Research Park (both developments are owned by Developer). The condition of this contribution is as follows: said contribution shall not take place until the latter of (i) construction of 300,000 gross square feet of research space based upon the issuance of Certificates of Occupancy, or (ii) when Summit County actually has designs and all other funding required to complete the underpass, has entered into contractual obligations to commence the construction and has established commercially reasonable arrangements to assure that the \$300,000 from Developer will be applied to assure the completion of the underpass.

4. Research Park Development Processes and Amendment Processes.

4.1 Phases. In connection with or prior to the approval of the first Final Site Plan within the Research Park, Developer shall have proposed a phasing plan reflecting the proposed phases for construction of the Research Park. For purposes of the phasing plan, a phase shall consist of several Project Areas, not necessarily adjacent to each other, which Developer intends to develop and improve during a specified time period. Open Space requirements shall be satisfied by the entire Research Park as a whole, and each Project Area

alone shall not be required to satisfy the Open Space requirement if the Developer can demonstrate that sufficient area for Open Space remains within the entire Research Park to satisfy the Open Space requirements. The phasing plan shall describe the essential infrastructure, services and other improvements necessary for each phase. The phasing plan shall describe the proposed first phase in reasonable detail, specifying the intended densities of use for the Project Areas in the first phase of the phasing plan based upon and as permitted by other provisions of this Agreement including, without limitation, height limitations and Open Space requirements. Subsequent phases may be described in a more general way, and Developer may provide alternative development schemes for subsequent phases. Developer may amend the phasing plan from time to time to respond to market conditions. The development of the Research Park shall generally proceed in accordance with the phasing plan so developed. Developer may proceed by constructing each phase at one time, or by constructing portions of a phase, with each portion providing a logical extension of the road system through the phase; provided, however, that (i) Developer has completed at a minimum those infrastructure elements and services improvements identified on the phasing plan as essential for any phase or Project within the Research Park, and (ii) adequate offsite facilities and services exist to serve each phase or Project or Developer has paid applicable impact, connection, reservation or similar fees so as to provide adequate facilities or services to the extent such payment is required by the terms of this Agreement and applicable impact fee or other applicable ordinances.

4.1.1 Phasing of Moderate Income Housing. The Moderate Income Housing element of this Development Agreement, Section 3.3.3, shall be constructed at the same time as or prior to the first building of the Research Park. No Certificates of Occupancy shall be approved for the development portion of the Research Park unless all Certificates of Occupancy have previously been issued for all moderate income units.

4.2 Construction of Infrastructure Improvements. Developer shall construct those improvements indicated on each Final Site Plan involving any part of the Research Park in accordance with the engineering requirements of the County consistent with the Development Standards. Developer shall have no responsibility to construct or pay for the Connector Road.

4.3 Utility Capacity Verification. Developer shall demonstrate the continued availability of the following for the portion of the Research Park or any Project subject to the Final Site Plan approval at the time of each application for Final Site Plan approval within the Research Park: (a) sewage treatment capacity to cover anticipated development within the area, (b) water and water pressure adequate for commercial or industrial consumption and fire flows, (c) capacity for electrical and telephone service, and (d) internal road capacity within the Research Park. Utility capacity shall be available and verified in accordance with the "Standards for Approval of Development Permits" included as a part of Exhibit E.

4.4 Major Road and Master Development Parcel Approvals. Developer may apply for the approval of major roadways within the Research Park and for the approval of Project Areas as separate development parcels based on metes and bounds descriptions of the roadways and Project Areas. Such approvals shall occur pursuant to the applicable provisions

of the Utah Code and need not be accompanied by a subdivision plat meeting the County's normal plat requirements. Such approval shall permit Developer to sell Project Areas so approved as development parcels to one or more subdevelopers or users. Any such master parcel subdivision approvals shall not entitle Developer or any subdeveloper or user to subdivide a parcel further without following normal subdivision plat approval processes or to construct any improvements on the parcel without following normal building permit approval processes.

4.5 Approval of Final Construction Documents. In conjunction with a Final Site Plan approval, but in all instances prior to the issuance of a building, grading, or other development permit, Developer shall submit all applicable construction plans to the County for review in accordance with then applicable building codes and the Development Standards and shall otherwise comply with any requirements for the issuance of building permits not inconsistent with the Development Standards. The County agrees that Developer or any Project Area developer may apply for permits on a "fast track" basis for any Project (meaning the approvals may be separately applied for and issued for grading, footings and foundations and the balance of improvements). The County agrees that the County will process separately any required permits for grading, excavation and site work and further agrees to issue in the ordinary course of its business any building permits that are applied for and that comply with the Development Agreement, the Development Standards approved Final Site Plan, and generally applicable building codes to the extent not inconsistent with this Development Agreement or the Development Standards. Prior to the issuance of a permit, Developer or any Project Area developer shall comply with any such additional requirements of the County that are applied to all builders and developers on a non-discriminatory basis and that are not inconsistent with the Development Agreement or the Development Standards.

4.6 Procedure for Approval of Final Site Plans. Approval of a Final Site Plan for any Project Area, permitted structure or use shall follow the process set forth herein. In the event of a procedural conflict between the Code and this Agreement, the provisions of this Agreement shall govern.

4.6.1 Design Review Committee Preliminary Review. Prior to submission to the County of any sketch plans for a Project Area or proposed structure, an applicant shall submit its sketch plan to the Design Review Committee for review under the Architectural Design Standards then in force. The applicant shall be required to have obtained the preliminary opinion of the Design Review Committee prior to submitting a sketch plan for Final Site Plan approval to the County.

4.6.2 Sketch Plan. An applicant shall submit a sketch plan of the proposed Final Site Plan to the Staff for preliminary review prior to submittal of a Final Site Plan. The Staff shall review and take into consideration the written opinion of the Design Review Committee where such an opinion was obtained. Sketch plans submitted shall meet all of the requirements of this Agreement.

4.6.3 Staff Review of Sketch Plans. The Staff shall review a sketch plan for compliance with the requirements of this Agreement and shall conduct discussions with the Developer to review any modifications necessary to comply with such requirements.

4.6.4 Submission of Final Site Plan. Developer shall submit to the County an application with applicable fees for Final Site Plans for Project Areas or structures within the Summit Research Park. A Final Site Plan shall comply with all of the applicable requirements of this Agreement and the provisions of the Code not modified or vested by this Agreement.

4.6.5 Staff Review and Recommendation. The Staff shall review the information submitted pursuant to Section 4.6.4 for conformance with this Development Agreement and the provisions of the Code not modified by this Agreement and shall provide its recommendation to the Planning Commission. The recommendation shall be based solely upon the Developer's compliance with the requirements and standards set forth in this Agreement and the provisions of the Code not modified or vested by this Agreement.

4.6.6 Planning Commission Review and Recommendation. The Planning Commission shall review the information submitted pursuant to this Agreement and shall provide its recommendation to the Director. The recommendation shall be based solely upon Developer's compliance with the requirements and standards set forth in this Agreement and applicable provisions of the Code that are not modified or vested by this Agreement

4.6.7 Director Approval of Final Site Plan. The Director shall render a decision approving, denying or conditionally approving the Final Site Plan. The decision shall be based solely upon Developer's compliance with the requirements and standards set forth in this Agreement and the Code, to the extent not modified or vested by this Agreement. This shall be the final decision of the County.

4.6.8 Recordation. Upon approval by the County Attorney of the Final Site Plan following a review of a preliminary title report for the Property, and once all required service provider signatures are obtained, the Director shall execute the Final Site Plan and any other applicable documents to be recorded in the records of the Summit County Recorder. Developer shall pay all applicable recording fees. The Plan must be recorded within one (1) year of final approval.

4.6.9 Appeal. Following the exhaustion of the administrative remedies herein ending in a final determination by the Director, that final determination shall be appealable to the County Council within ten (10) calendar days. Appeals of decisions of the County Council shall be to the District Court and shall be limited to the Record before the County Council.

4.7 Procedure for Approval of Architectural Design Standards.

4.7.1 Submission of Architectural Design Standards. Developer shall submit to the County its Architectural Design Standards for approval. Staff shall conduct a review of

the Standards to ensure compliance with the General Plan and this Development Agreement.

4.7.2 Planning Commission Review and Recommendation. The Planning Commission shall review the Architectural Design Standards submitted pursuant to this Agreement and shall provide its recommendation to the Director. The recommendation shall be based solely upon Developers compliance with the requirements and standards set forth in this Agreement and the General Plan.

4.7.3 Director Approval of Architectural Design Standards. The Director shall render a decision approving, approving with modifications, or denying the Architectural Design Standards. The decision shall be based solely upon Developer's compliance with the requirements and standards set forth in this Agreement and the General Plan. The approved Architectural Design Standards shall be inserted into this Development Agreement as Exhibit D and shall be binding upon all parties to this Agreement.

4.8 Procedure for Approval of Low Impact Permits.

4.8.1 Developer shall submit to the Director a sketch plan for review that is consistent with Exhibit N to this Development Agreement and the General Plan.

4.8.2 The Director, at his or her option, may take the sketch plan to the Planning Commission for review and comment. Said Planning Commission review may include a public hearing if the Director agrees to such.

4.8.3 The Director shall approve, approve with conditions, or deny the Low Impact Permit application and communicate that decision to the Developer. The Director may impose all reasonable conditions on the Permit that are consistent with this Development Agreement and the General Plan.

4.9 Procedure for Approval of Conditional Use Permit. Approval of a Conditional Use Permit for any structure shall follow the process set forth herein. In the event of a procedural conflict between the Code and this Agreement, the provisions of this Agreement shall govern.

4.9.1 Design Review Committee Preliminary Review. Prior to submission to the County of any sketch plans for a proposed Conditional Use Permit, an applicant shall submit its sketch plan to the Design Review Committee for review under the Architectural Design Standards then in force. The applicant shall be required to have obtained the preliminary opinion of the Design Review Committee prior to submitting a sketch plan for Conditional Use Permit approval to the County. The initial review of the Design Review Committee may be conducted by an executive or screening subcommittee which need not include the County representative but in all events, the subcommittee shall submit its decision to the entire Design Review Committee for a final vote.

4.9.2 Sketch Plan. An applicant shall submit a sketch plan of the proposed Conditional Use Permit to the Staff for preliminary review prior to submittal of a completed

application for Conditional Use Permit. The Staff shall review and take into consideration the written opinion of the Design Review Committee where such an opinion was obtained. Sketch plans submitted shall meet all of the requirements of this Agreement.

4.9.3 Staff Review of Sketch Plans. The Staff shall review a sketch plan for compliance with the requirements of this Agreement and shall conduct discussions with the Developer to review any modifications necessary to comply with such requirements.

4.9.4 Application for Conditional Use Permit. Developer shall submit to the County an application with applicable fees for a Conditional Use Permit for buildings within the Summit Research Park consistent with the Use Table. A Conditional Use Permit shall comply with all the applicable requirements of this Agreement, the provisions of the Code not modified or vested by this Agreement, and state law.

4.9.5 Staff Review and Recommendation. The Staff shall review the information submitted pursuant to Section 4.9.5 for conformance with this Development Agreement and the provisions of the Code not modified by this Agreement, and shall provide its recommendation to the Planning Commission. The recommendation shall be based solely upon the Developer's compliance with the requirements and standards set forth in this Agreement, the Code to the extent not modified or vested by this Agreement, and state law.

4.9.6 Planning Commission Approval of Conditional Use Permit. The Planning Commission shall render a decision approving, denying or conditionally approving the Conditional Use Permit. The decision shall be based solely upon Developer's compliance with the requirements and standards set forth in this Agreement and the Code, to the extent not modified or vested by this Agreement, and state law. This shall be the final decision of the County.

4.9.7 Recordation. Upon approval by the County Attorney of the Conditional Use Permit following a review of a preliminary title report for the property, and once all required service provider signatures are obtained, the Chair of the Planning Commission shall execute the Final Site Plan and Conditional Use Permit and any other applicable documents to be recorded in the records of the Summit County Recorder. Developer shall pay all applicable recording fees. The Final Site Plan and Conditional Use Permit must be recorded against the subject property within one (1) year of final approval.

4.9.8 Appeal. Following the exhaustion of the administrative remedies herein ending in a final determination by the Planning Commission, that final determination shall be appealable to the County Council within ten (10) calendar days. Appeals of decisions of the County Council shall be to the District Court and shall be limited to the Record before the County Council.

4.10 Development Improvements Agreement Required. A Development Improvements Agreement ("DIA") shall be required. No building, grading, or other related development permit shall be issued for any project or structure within the Research Park until

a Development Improvements Agreement in a form acceptable to Summit County has been accepted by the County. The Staff shall review the Developer's proposal for a Development Improvements Agreement and provide its recommendation to the County Engineer for approval. A separate Development Improvements Agreement may be established for each phase of the development and/or for each building pad.

Improvements which shall be guaranteed include:

All utilities, including water and sewer service.

All Public and Private roads, inclusive of all "Civil Improvements" associated with the roadway.

All "Civil Improvements" associated with individual project Final Site Plans. Temporary and permanent, structural and non-structural soil conservation measures.

Bus Shelters.

Temporary and permanent, structural and non-structural run off control measures.

Required buffering, screening, and landscaping.

All public trails shall be constructed, with respect to timing and design, as required by this Agreement.

All private trails.

The County shall have the option of using the guarantee for Site Restoration, should development not be completed within the required construction schedule or complete the project per the approved Final Site Plan.

The Development Improvements Agreement, in a form and amount of guarantee to be approved by the County Engineer, shall establish a security to complete improvements, warranties after completion, schedules for completing all improvements, and remedy provisions in the event of a default. All improvements shall be warranted by the Developer for a period of two full years of normal operation from the date of completion, as established by the County Engineer. The County shall retain 10% of the security for a period of 24 months from the date of completion of the improvements. In the case of landscaping, 40% shall be retained.

4.11 Comprehensive Sign Plan. Prior to approval of an certificate of occupancy for any residential or commercial building within the Summit Research Park, the Developer shall submit an application for a comprehensive sign plan. The application shall be reviewed as a Low Impact development activity pursuant to Exhibit L. The sign plan shall address all design, size, location, lighting, and other related standards for all commercial business identification signs, residential development identification signs, construction related signs, Project identification signs, banners, temporary signs, directional signs, and any other signs that may be contemplated by the Developer.

4.11.1 Entryway Signage. Entryway signage in the Research Park shall be subject to review by the Planning Commission with a recommendation to the Director who shall retain final decision making authority for signage.

4.12 Construction Mitigation and Management Plan Required. A grading and/or building permit will not be issued for any facility or structure within the Summit Research Park until an adequate Construction Mitigation and Management Plan has been established for the Project and approved by the County Engineer, who may require changes to address any unforeseen impacts that occur during construction. The plan shall address the following matters specifically, together with any other related matters identified by the Director and the Developer. A separate plan may be established for each phase of the Research Park.

4.12.1 Revegetation/erosion protection/runoff control;

4.12.2 Wetland and watershed protection; wetlands enhancement plan;

4.12.3 All disturbance areas shall be carefully marked/fenced to the extent possible prior to construction. Whenever construction occurs near riparian and drainage areas and significant vegetation which shall be retained on the site, there shall be an appropriate amount of screening/buffering from construction disturbance;

4.12.4 Site grading;

4.12.5 Dust and debris control;

4.12.6 Recycling construction material waste;

4.12.7 Damage to public roadways as a result of construction;

4.12.8 Traffic control/construction management control;

4.12.9 Hours of construction;

4.12.10 Impact of noise on adjacent residential and commercial uses;

4.12.11 Staging and screening of construction materials and equipment (short term basis only)

4.12.11.1 Major stockpiles and construction staging unrelated to construction in the near vicinity shall be located outside of viewshed areas identified in the General Plan in order to minimize the visual impact of such facilities.

4.12.12 Solid Waste Disposal for construction wastes

4.12.13 Parking.

4.13 Concurrency Management Required. Prior to the approval of a building permit for any structure approved in the Summit Research Park, an application for a building permit shall demonstrate that all concurrency management requirements of Exhibit E have been met. The Director shall cause the issuance of a building permit upon demonstration of compliance with all such requirements. In addition to the requirements of Exhibit E, the following shall also continue to be required.

4.13.1 Construction of Infrastructure Improvements. The Developer shall construct those infrastructure improvements, shown on the Final Site Plan or the Conditional Use Permit, and as required by this Development Agreement, the Code, County Engineer, and any applicable special service district or county service area.

5. Successors and Assigns.

5.1 Binding Effect. This Development Agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Summit Research Park. Notwithstanding the foregoing, a purchaser of the any lot or parcel within the Summit Research Park or any portion thereof shall be responsible for performance of Developer's obligations hereunder as to the portion of the Summit Research Park so transferred.

5.2 Transfer of Research Park. Developer shall be entitled to transfer any portion of the Research Park subject to the terms of this Agreement upon written notice to the County and subject to obtaining the assumption of Developer's obligations to the extent required by Section 5.3 below. Notwithstanding the foregoing, neither Developer, nor its successors, shall be required to notify the County or obtain the County's consent with regard to the sale of individual lots or parcels within the Research Park which have received development approval in accordance with the terms of this Agreement. In the event of any such complete transfer of all or a portion of Developer's interest in the Research Park, the transferee shall be deemed to take the place of the transferor for all purposes under this Agreement with respect to that portion of the Research Park transferred. All obligation to notify or obtain any consent of the County shall terminate with respect to portions of the Research Park on which all of the improvements required by this Agreement have been substantially completed.

5.3 Release of Developer. Except for the sale of lots or parcels which have received development approval in accordance with the terms of this Agreement, in which case this requirement shall not apply, in the event of a transfer of all or a portion of the Research Park, the transferring party shall obtain an assumption by the transferee of the transferor's obligations under this Agreement, and, in such event, the transferee shall be fully substituted for the transferor under this Agreement as to the parcel so transferred, and the transferor executing this Agreement shall be released from any further obligations with respect to this Agreement as to the parcel so transferred.

5.4 Obligations and Rights of Mortgage Lenders. Developer may finance the Property and may execute one or more mortgages, deeds of trust or other security arrangements with respect to the Property and may assign this Development Agreement to a holder of any such financial instrument without prior written notice to or consent of the County. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to the Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Property, or such portion thereof, subject to any pro rata claims for payments or charges against the Property, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder shall be subject to all of the terms and conditions of this Agreement, including the obligation to complete all required amenities and improvements.

6. Review, Default, Termination and Disputes.

6.1 Periodic Review. The County may initiate a formal review of progress pursuant to this Agreement no more often than once every twelve (12) months to determine if there has been demonstrated compliance with the terms hereof. If the County finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms hereof, this Agreement may be revoked or modified by the County in accordance with the provisions of this Agreement, after a public hearing which has been noticed by publication, and for which notice has been expressly provided to Developer. County's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a breach of this Agreement by Developer or County. The foregoing provisions shall not preclude the County from taking enforcement action or declaring a default under this Agreement.

6.2 Default.

6.2.1 Events of Default. Developer is in default under this Agreement upon the happening of one or more of the following events or conditions.

(1) If a warranty, representation or statement made or furnished by Developer to the County is false or proves to have been false in any material respect when it was made.

(2) A finding and determination made by the County that, upon the basis of substantial evidence, Developer has not complied in good faith with one or more of the

terms or conditions of this Agreement.

(3) Any other event, condition, act or omission which materially interferes with the intent and objectives of this Agreement.

(4) Developer shall have failed to submit at least one complete application for a site plan approval for an approved use within the ten (10) year period after execution of this Development Agreement or during any five (5) year period thereafter within the term of this Agreement.

6.2.2 Procedure Upon Default.

(1) After the occurrence of a default under Section 6.2.1, the County Council may exercise a right to declare an “Event of Default” by authorizing the County to give Developer written notice specifying the nature of the alleged default and, when appropriate, the manner in which the Event of Default must be satisfactorily cured. Developer shall have thirty (30) days after receipt of written notice to cure the Event of Default. After proper notice and expiration of the thirty (30) day cure period without cure, the County may terminate or amend this Agreement by giving written notice in accordance with the procedure adopted by the County. Failure or delay in declaring or giving notice of an Event of Default shall not constitute a waiver of any default by Developer under Section 6.2.1, nor shall it change the time of such default. Notwithstanding the thirty-day cure period provided above, in the event more than thirty days is reasonably required to cure an Event of Default and Developer, within the thirty-day cure period, commences actions reasonably designed to cure the Event of Default, then the cure period shall be extended for such additional period as Developer is prosecuting those actions diligently to completion. Any exercise by the County of a termination right after notice and opportunity to cure shall be subject to the provisions of Section 6.3 below.

(2) County does not waive any claim of default in performance by Developer, if on periodic review the County does not propose to modify or terminate this Agreement.

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

(4) Adoption of a law or other governmental activity making performance by the applicant unprofitable or more difficult or more expensive does not excuse the performance of the obligation by Developer.

(5) All other remedies at law or in equity which are not inconsistent with the provisions of this Agreement are available to the parties to pursue in the event there is an incurred Event of Default.

6.3 Termination.

6.3.1 Termination Upon Completion of Development. This Agreement may be terminated by agreement of both parties that “Completion of Development” (defined below) has occurred and the last to be satisfied of the Developer’s and the County’s obligations under this Development Agreement have been satisfied (except those obligations of the parties which expressly survive the termination of this Development Agreement as provided below). The phrase “Completion of Development” means that (i) all of the Project Areas within the Property have been approved through a Final Site Plan, (ii) all road improvements and utilities within the Research Park have been fully completed (or permits have been issued for the construction of any such improvements that have not been fully completed), and (iii) all Project Areas within the Research Park have been covered with the Master Declaration. In the event either party believes the requirements of this Section for termination of the Agreement have been met, the party may give to the other party a notice of Completion of Development. The party receiving the notice may disagree with the position of the party giving the notice of Completion of Development by giving a written objection within thirty (30) days after the notice of Completion of Development is received. When the parties are in agreement that requirements of this Section have been met, the County shall record a notice that the Agreement has been terminated (other than the obligations of the parties which expressly survive the termination of the Development Agreement) by agreement of the parties upon Completion of Development as contemplated by this Section.

6.3.2 Termination Before Completion of Development.

(1) This Agreement shall terminate at the end of its Term unless the Term is extended by the County Council as a Substantial Amendment.

(2) This Agreement shall be subject to termination by the County Council prior to Completion of Development when an Event of Default by Developer remains uncured after notice and opportunity to cure as provided in this Section 6. The termination of this Agreement shall be exercised by the County Council after written notice to all owners of the remaining undeveloped land within the Property and after a public hearing providing an opportunity of all such parties to be heard on the appropriateness of termination. The termination shall not be effective until the remaining undeveloped land within the Property is rezoned from the CC Zone to another established zoning district or districts then available under the Snyderville Basin Development Code. For purposes of Article 6, the “remaining undeveloped land within the Property” or similar phrase shall refer to all land covered by this Development Agreement that has not been subdivided for future sale or development and improved with road and utility improvements and at the time is not the subject of a pending or approved application for a subdivision plat, or a pending or approved permit application for road and utility infrastructure.

(3) In the event of a termination pursuant to this Section 6.3.2 and the rezoning of the remaining undeveloped land within the Property, the County shall record a notice against the remaining undeveloped land within the Property indicating that the Agreement has been terminated and that further development activity shall be governed by the provisions of Section 6.3.3 of this Agreement and the terms of the Snyderville Basin Development Code as it then exists and is thereafter amended from time to time.

6.3.3 Effect of Termination on Future Land Uses.

(1) Notwithstanding the termination of this Agreement for any reason, any portion of the Property that is improved in accordance with this Agreement and parcels created by the subdivision and other approvals contemplated hereby shall be entitled to be used and improved, and any improvements located or permitted to be located thereon at the time of termination shall be entitled to be constructed, used, remodeled and reconstructed in accordance with the provisions of this Agreement. The foregoing provisions shall apply even if such use or the improvements authorized by this Agreement do not conform to the requirements of otherwise applicable Summit County laws and regulations at the time.

(2) Notwithstanding the termination of this Agreement for any reason, any portion of the Property that is the subject of a pending or approved application for a Final Site Plan approval shall be entitled to be processed, approved or not approved, used and improved, and any improvements located or permitted to be located thereon at the time of termination shall be entitled to be constructed, used, remodeled and reconstructed in accordance with the provisions of this Agreement provided the owner of the portion of the Property that is the subject of the application proceeds in a commercially reasonable manner to finalize necessary approvals and thereafter proceeds in a commercially reasonable manner to commence and complete the improvements required by the application. The foregoing provisions shall apply even if such use or the improvements authorized by this Agreement do not conform to the requirements of otherwise applicable Summit County laws and regulations at the time.

(3) The benefits extended by preceding subparagraphs (1) or (2) shall apply to the uses and structures permitted at the time of the termination to be constructed on lots or parcels approved and subdivided under subparagraphs (1) or (2) above, regardless of when an application for a building permit is submitted for structures on any such lot or parcel.

(4) Developer does not waive any rights Developer may have to assert the vested right to develop the Property after the expiration of the Development Agreement under then applicable laws or regulations.

6.3.4 Effect of Termination on Developer Obligations. Termination of this Agreement as to any Developer of the Property or any portion thereof shall not affect any of such Developer's obligations to comply with the terms and conditions of any applicable zoning, or subdivision plat, site plan, building permit, or other land use entitlements approved

with respect to the Property, nor shall it affect any other covenants or any other development requirements specified or created pursuant to this Agreement. Termination of this Agreement shall not affect or invalidate in any manner the following specific obligations of Developer, which shall survive the termination of this Agreement: (i) the obligation of Developer to complete the Final Site Plan and other infrastructure improvements covered by any issued permit (including permits issued after the termination of this Agreement based on vested applications or the provisions of Section 6.3.3; (ii) the dedication of any trails and Open Space as requiring dedication or the granting of protection through conservation easements over such lands as delineated in the Summit Research Park to the extent shown on the Final Site Plans for the Park; (iii) the construction of any roads or public improvements covered by a recorded plat unless vacated to the extent shown on the Final Site Plans for the Park; (vi) the payment of impact fees to the extent such fees are payable under the terms of his Development Agreement and any applicable impact fee ordinance or implementing resolutions; and (v) the compliance with Developer's Mutual Releases and Hold Harmless Covenants under this Development Agreement.

6.3.5 Effect of Termination on the County Obligations. Upon any termination of this Agreement, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this Agreement shall no longer be vested by reason of this Agreement with respect to the remaining undeveloped land within the Property except to the extent set forth in Section 6.3.3. The remaining undeveloped land within the Property may thereafter be subject to then existing planning and zoning law to the extent not inconsistent with Section 6.3.3. Upon such a termination, the County shall no longer be prohibited by this Agreement from making any changes or modifications to such entitlements, conditions, or fees applicable to such undeveloped portions of the Property subject to the effect of Section 6.3.3. The County shall remain obligated after termination of this Agreement to recognize and apply the provisions of Section 6.3.3, which incorporates the use, intensity, development standards and configuration contained in this Development Agreement under the circumstances described therein.

6.3.6 Damages upon Termination. Except with respect to just compensation and attorneys' fees under this Agreement and the enforcement of the terms hereof, Developer shall not be entitled to any damages against the County upon the unlawful termination of this Agreement.

6.4 Disputes. In the event that a dispute arises in the interpretation or administration of this Agreement or if the default mechanism contained herein shall not resolve a default under this Agreement, then prior to taking any action to terminate this Agreement and subject to the right of the County to exercise enforcement of its police powers in the event Developer is in direct violation of a provision of this Agreement or of any otherwise applicable law or regulation not inconsistent with this Agreement, every continuing dispute, difference, and disagreement shall be referred to a single mediator agreed upon by the parties, or if no single mediator can be agreed upon, a mediator or mediators shall be selected from the mediation panel maintained by the United States District Court for the District of Utah in accordance with any designation process maintained by such court. The parties shall mediate such

dispute, difference, or disagreement in a good faith attempt to resolve such dispute, difference or disagreement. The mediation shall be non-binding.

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

6.6 Other Enforcement Provisions. The parties to this Agreement recognize that the County has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance with the terms of this Agreement. In the event that Developer or any user on the subject property violates the rules, policies, regulations or ordinances of the County or violates the terms of this Agreement, the County may, without seeking an injunction and after ten (10) days written notice to correct the violation, take such actions as shall be deemed appropriate under law until such conditions have been honored by Developer. The County shall be free from any liability arising out of the exercise of its rights under this paragraph.

7. Relationship Between the Parties; No County Financial Responsibility.

7.1 Relationship of Parties. The contractual relationship between the County and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (a) the Research Park is a private development; (b) except as provided herein with respect to the Connector Road, the County building and transit facilities, County has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property until the County accepts dedication, ownership or maintenance of the improvements pursuant to a specific written agreement providing for acceptance of dedication, ownership or maintenance; and (c) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

7.2 Mutual Releases. At the time of, and subject to, (i) the expiration of any applicable appeal period with respect to the approval of this Agreement without an appeal having been filed or (ii) the final determination of any court upholding this Agreement, whichever occurs later, and excepting the parties' respective rights and obligations under this Agreement, Developer, on behalf of itself and Developer's partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the County and the County's board members, council members, officials, employees, agents, attorneys and consultants, and the County, on behalf of itself and the County's board members, officials, employees, agents, attorneys and consultants, hereby releases Developer and Developer's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether

liquidated or contingent, arising on or before the date of this Agreement in connection with the application, processing or approval of applications relating to the Research Park or any Project, to include any past claims for vested development rights that are not provided for in this Development Agreement.

7.3 Hold Harmless.

7.3.1 Agreement of Developer. Developer agrees to and shall hold the County, its officers, agents, employees, consultants, attorneys, special counsel and representatives harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Research Park or the actions of Developer taken pursuant to or the failure of Developer to comply with the terms of this Development Agreement. Any such action shall be referred to as an "indemnified claim." Developer agrees to pay all costs for the defense of the County and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any indemnified claim. This hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this section regardless of whether or not the County prepared, supplied or approved this Agreement, plans or specifications, or both, for the Research Park or any Project. County may make all reasonable decisions with respect to its representation in any legal proceeding relating to an indemnified claim.

7.3.2 Exceptions to Hold Harmless. The agreements of Developer in Section 7.3.1 shall not be applicable to (i) any claim arising by reason of the negligence or intentional actions of the County, or (ii) any claim reserved by Developer for itself or any owner of any portion of the Property under the terms of this Agreement for just compensation or attorney fees.

7.3.3 Hold Harmless Procedures. The County shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than 10 days after the assertion or commencement of the claim, demand, action or proceeding. In the event any such notice is given, the County shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

8. **General Terms and Conditions.**

8.1 Agreements to Run with the Land. This Development Agreement and its accompanying Exhibits shall be recorded against the Property described in Exhibit A. The agreements contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Property. As used herein, Developer shall include the parties signing this Development Agreement and identified as

“Developer,” and all successor owners of any part of the Property.

8.2 Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits and protecting any compelling, countervailing public interest while providing reasonable assurances of continuing vested development rights.

8.3 Laws of General Applicability. Where this Agreement refers to laws of general applicability to the Property or the Research Park and other properties, this Agreement shall be deemed to refer to laws which apply to other developed and subdivided properties in Summit County, Utah.

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

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

8.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

8.7 Attorneys Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all reasonable attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

8.8 Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the County:

Summit County Manager
Summit County Courthouse
60 N. Main
P.O. Box 128
Coalville, UT 84017

With copies to:

David L. Thomas
Chief Civil Deputy Summit County Attorney
60 N. Main
P.O. Box 128
Coalville, UT 84017

To Developer:

Boyer Snyder Junction, L.C.
Attn: H. Roger Boyer
The Boyer Company
90 South 400 West Suite 200
Salt Lake City, UT 84101

With copies to:

Thomas A. Ellison
Stoel Rives LLP
201 South Main Suite 1100
Salt Lake City, UT 84111

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

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

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

8.12 Computation of Time. In computing any period of time pursuant to this Development Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, and the time shall be computed on a calendar, not work day, basis.

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

8.14 Severability. If any provision of this Development Agreement, or the application of such provision to any person or circumstance, is held invalid, void, or unenforceable, but the remainder of this Development Agreement can be enforced without failure of material consideration to any party, then the remainder of this Development Agreement shall not be affected thereby and it shall remain in full force and effect, unless amended or modified by mutual consent of the parties. If any material provision of this Development Agreement is held invalid, void, or unenforceable or if consideration is removed or destroyed, the Developer or the County shall have the right in their sole and absolute discretion to terminate this Development Agreement by providing written notice of such termination to the other party.

8.15 Recordation of Agreement. This Development Agreement may be recorded by either party with the Summit County Recorder.

8.16 Exhibits Incorporated. All Exhibits to the Summit Research Park are incorporated by reference herein as if fully set forth herein.

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

IN WITNESS WHEREOF, this Agreement has been executed by Summit County, acting by and through the Board of County Commissioners of Summit County, State of Utah, pursuant to Ordinance No. 698, authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

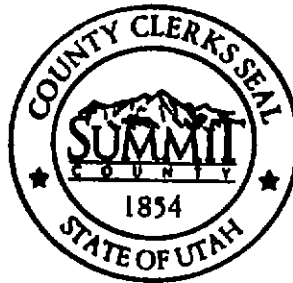
COUNTY:

BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY, STATE OF UTAH

By: K.E. Woolstenhulme
Ken Woolstenhulme, Chairman

ATTEST:

[Signature]
Kent Jones
County Clerk



APPROVED AS TO FORM:

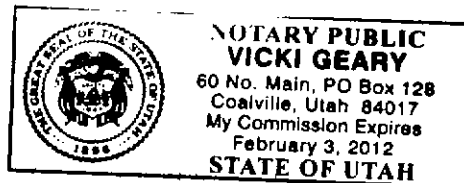
David L. Thomas
David L. Thomas
Chief Civil Deputy

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 10 day of Dec, 2008, by Ken Woolstenhulme, the Chairman of the Board of County Commissioners of Summit County, State of Utah.

Vicki Geary
NOTARY PUBLIC
Residing at: Summit Co.

My Commission Expires:
2/3/2012



DEVELOPER:

BOYER SNYDERVILLE JUNCTION, L.C., a Utah limited liability company, by its Manager:

THE BOYER COMPANY, L.C., a Utah limited liability company

By: *H. Roger Boyer*
H. Roger Boyer, Its Manager

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)
Summit

The foregoing instrument was acknowledged before me this 10 day of Dec, 2008, by H. Roger Boyer, the Manager of The Boyer Company, L.C., which is the Manager of Boyer Snyderville Junction, L.C.

Vicki Geary
NOTARY PUBLIC
Residing at: *Summit Col.*

My Commission Expires:
2/3/2012

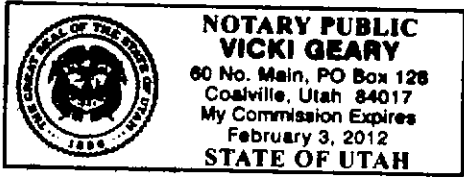


EXHIBIT A



BOYER PARCEL

BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING SOUTH 00°01'25" EAST ALONG THE SECTION LINE 943.04 FEET FROM A FOUND BRASS CAP MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 89°13'11" EAST 433.13 FEET TO A POINT ON THE WESTERLY LINE OF A PARCEL OF GROUND CONVEYED TO SUMMIT COUNTY UNDER SPECIAL WARRANTY DEED RECORDED MAY 22, 2008 AS ENTRY NO. 845125 IN BOOK 1931 AT PAGE 612 OF OFFICIAL RECORDS, THENCE ALONG SAID WESTERLY AND SOUTHERLY LINE OF SAID SUMMIT COUNTY PARCEL THE FOLLOWING (13) COURSES: (1) SOUTH 00°01'19" WEST 3.15 FEET, (2) SOUTH 85°30'27" EAST 10.33 FEET, (3) SOUTH 54°10'21" EAST 21.97 FEET, (4) SOUTH 44°21'57" EAST 7.62 FEET TO A POINT ON THE ARC OF A 93.50 FOOT NON TANGENT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 59°55'58" EAST), (5) SOUTHEASTERLY ALONG THE ARC OF SAID 93.50 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 72°35'50" A DISTANCE OF 118.47 FEET (CHORD BEARS SOUTH 66°21'57" EAST 110.70 FEET, (6) NORTH 77°06'12" EAST 1.51 FEET TO A POINT ON THE ARC OF A 132.00 FOOT NON TANGENT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 12°53'40" WEST), (7) NORTHEASTERLY ALONG THE ARC OF SAID 132.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 17°01'26" A DISTANCE OF 39.22 FEET (CHORD BEARS NORTH 68°35'37" EAST 39.08 FEET) TO A POINT ON THE ARC OF A 128.70 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 29°55'03" EAST), (8) NORTHEASTERLY ALONG THE ARC OF SAID 128.70 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 10°43'29" A DISTANCE OF 24.09 FEET (CHORD BEARS NORTH 65°26'42" EAST 24.05 FEET), (9) NORTH 70°48'26" EAST 15.85 FEET TO A POINT OF CURVATURE, (10) NORTHEASTERLY ALONG THE ARC OF A 486.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08°55'54" A DISTANCE OF 75.76 FEET (CHORD BEARS NORTH 75°16'24" EAST 75.68 FEET) TO A POINT OF COMPOUND CURVATURE, (11) SOUTHEASTERLY ALONG THE ARC OF A 19.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36°32'55" A DISTANCE OF 12.12 FEET (CHORD BEARS SOUTH 81°59'04" EAST 11.92 FEET) TO A POINT ON THE ARC OF A 27.00 FOOT NON TANGENT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 26°17'02" EAST), (12) SOUTHEASTERLY ALONG THE ARC OF SAID 27.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 30°42'23" A DISTANCE OF 14.47 FEET (CHORD BEARS SOUTH 79°04'10" EAST 14.30 FEET), (13) NORTH 85°34'39" EAST 77.48 FEET; THENCE SOUTH 14°09'25" EAST 383.71 FEET; THENCE SOUTH 89°29'10" EAST 320.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 248 (SR-224 PROJECT NO. 060(2)); THENCE SOUTH 00°30'50" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE 500.10 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OLYMPIC PARK ROAD; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING (6) COURSES: (1) SOUTH 45°13'13" WEST 20.98 FEET, (2) NORTH 89°44'53" WEST 497.12 FEET, (3) NORTH 44°48'43" WEST 42.46 FEET, (4) NORTH 89°46'02" WEST 80.00 FEET, (5) SOUTH 45°11'17" WEST 42.39 FEET, (6) SOUTH 00°08'36" WEST 106.00 FEET; THENCE WEST 370.40 FEET; THENCE NORTH 69°36'38" WEST 348.42 FEET; THENCE NORTH 82°37'29" WEST 227.70 FEET; THENCE NORTH 86°19'15" WEST 217.19 FEET; THENCE SOUTH 86°54'09" WEST 227.85 FEET; THENCE SOUTH 78°30'42" WEST 47.54 FEET; THENCE SOUTH 70°10'43" WEST 628.69 FEET; THENCE NORTH 28°37'26" WEST 49.66 FEET; THENCE NORTH 30°15'24" WEST 1013.16 FEET; THENCE NORTH 80°54'09" WEST 242.51 FEET; THENCE NORTH 48°17'46" WEST 190.47 FEET; THENCE NORTH 30°00'00" EAST 374.54 FEET; THENCE NORTH 29°36'00" EAST 56.16 FEET; THENCE NORTH 37°20'42" EAST 664.96 FEET; THENCE NORTH 25°32'15" EAST 383.64 FEET; THENCE NORTH 88°04'50" EAST 211.18 FEET; THENCE SOUTH 00°17'31" EAST 302.24 FEET; THENCE SOUTH 89°38'58" EAST 257.40 FEET; THENCE SOUTH 00°00'23" EAST 503.65 FEET; THENCE SOUTH 89°27'42" EAST 526.75 FEET; THENCE SOUTH 00°01'25" EAST 440.00 FEET; THENCE NORTH 89°58'35" EAST 420.00 FEET; THENCE SOUTH 89°29'26" EAST 144.31 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3,912,266 SQ. FT. OR 89.813 ACRES

EXHIBIT B

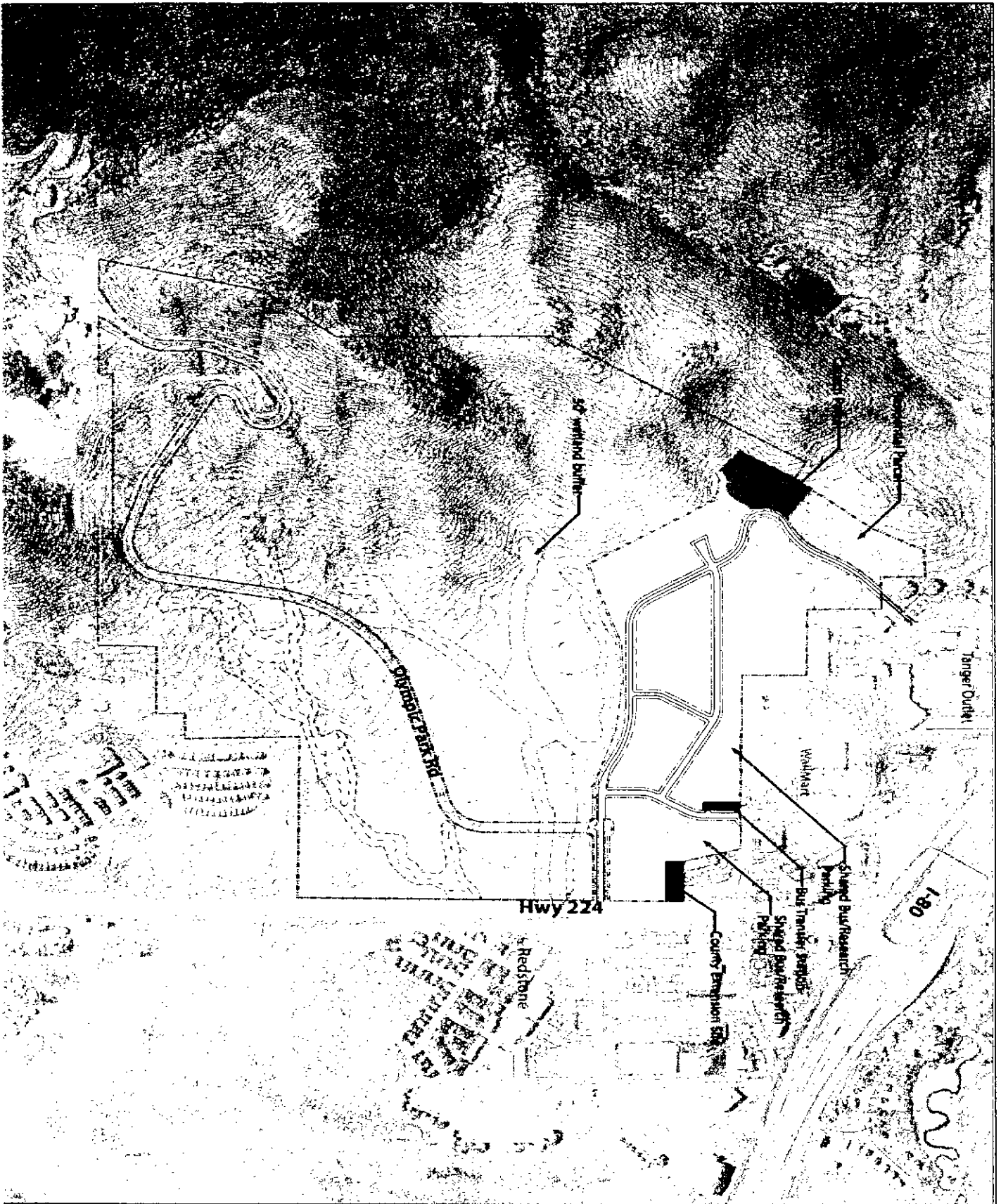


Land Use



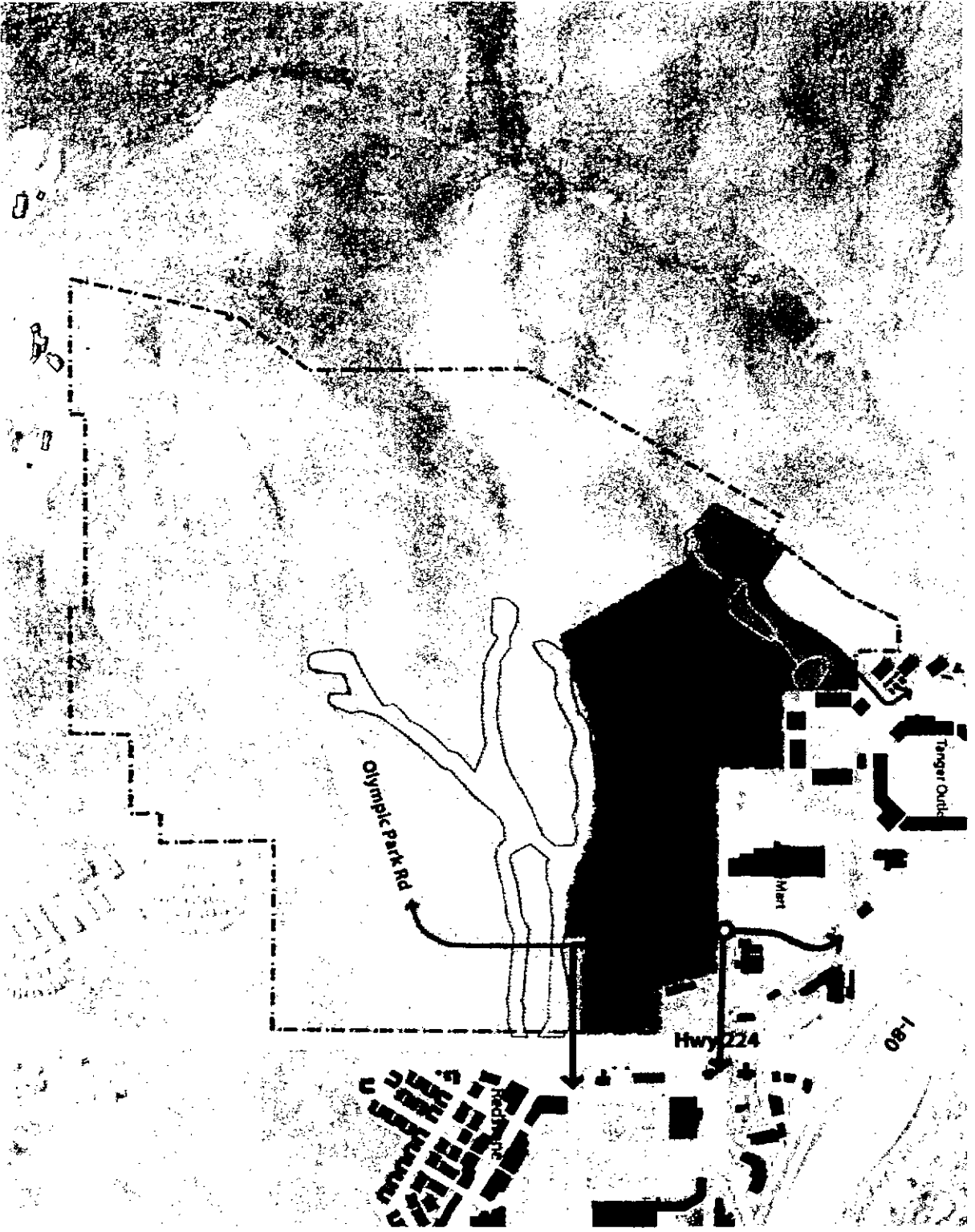
Residential - 7.4 ac
 Civic - 11.6 ac
 Wetlands - 6 ac
 Research - 64 ac





Summit
 Research Park
 Boyer Springsville
 Junction, DC

Site Elements

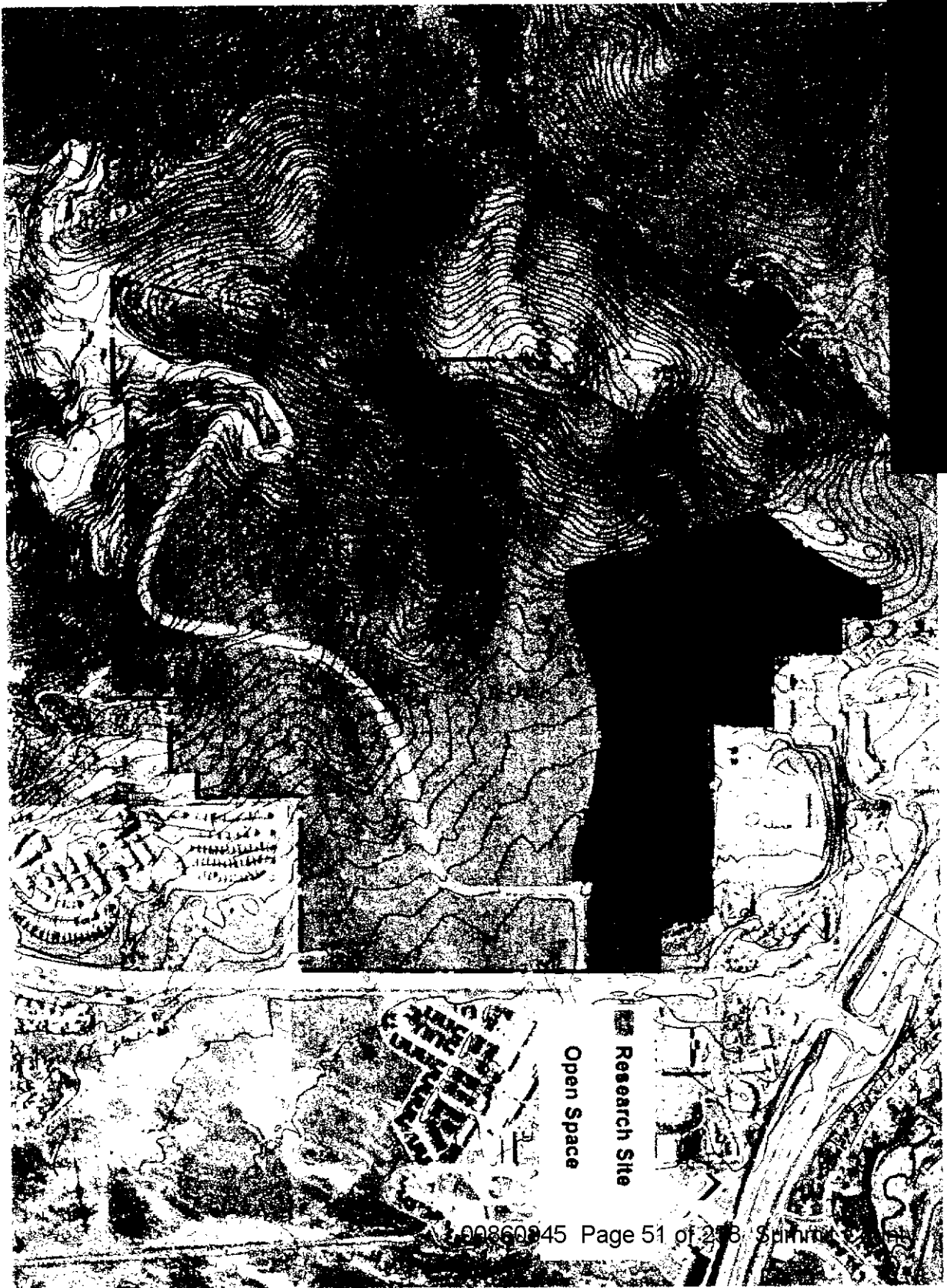




ONYX PARK

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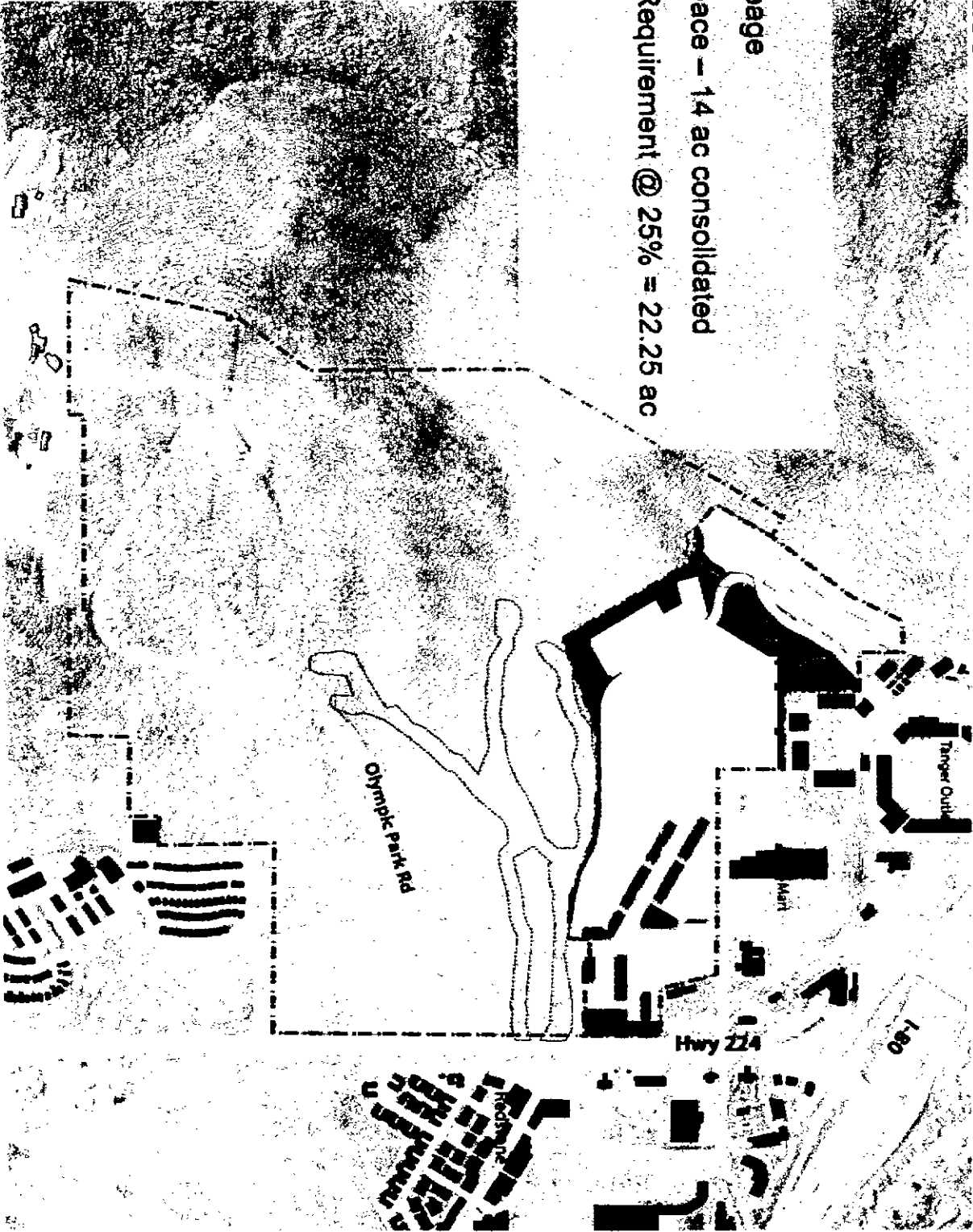
Open Space



Site Acreage

Open Space – 14 ac consolidated

County Requirement @ 25% = 22.25 ac



Aerial view from southeast



Aerial view from northeast





EXHIBIT C



Use Table – Summit Research Park

- **Permitted Uses:**
 - **Laboratories, offices, and prototype production facilities related to research facilities and technology.**
 - **Sports medicine related uses, including research and treatment facilities (no hospital allowed).**
 - **Incidental commercial uses principally located within the Research Park to support other permitted and approved conditional uses, such as restaurants, private clubs, retail, banks, financial services, recreation facilities, health care facilities, accessory uses authorized by the Code as of the Vesting Date and facilities for limited indoor production, warehousing, and distribution.**
 - **Churches**
 - **Utility Facilities, Water lines, Sewer lines**

- **Conditional Uses:**
 - **Offices and/or research facilities for outdoor product oriented companies**
 - **Public Service Facilities**
 - **Chamber Bureau Visitor's Center**
 - **Transit Facilities**

EXHIBIT D



EXHIBIT E



CHAPTER 4

STANDARDS FOR APPROVAL OF DEVELOPMENT PERMITS

SECTION:

- 10-4-1: Establishment of Development Standards
- 10-4-2: Environmental Criteria
- 10-4-3: Critical Areas
- 10-4-4: Open Space
- 10-4-5: Water and Water Supply
- 10-4-6: Sanitary Sewer
- 10-4-7: Fire Protection
- 10-4-8: Loading and Unloading
- 10-4-9: Parking Requirements
- 10-4-10: Transportation Infrastructure and Access Design
- 10-4-11: Public Utilities
- 10-4-12: Mail Delivery
- 10-4-13: School Capacity
- 10-4-14: Garbage Collection
- 10-4-15: Snow Removal and Storage
- 10-4-16: Police and Security
- 10-4-17: Parks and Trails
- 10-4-18: Handicapped Access
- 10-4-19: Special Site Design Requirements
- 10-4-20: Architectural Regulations for All Structures
- 10-4-21: Landscape Regulations
- 10-4-22: Lighting Regulations
- 10-4-23: Height Regulations

10-4-1: ESTABLISHMENT OF DEVELOPMENT STANDARDS:

- A. Purpose: The purpose of these development standards is to protect the general health, safety and welfare of the citizens of the County, and to implement the General Plan by controlling the type, location, density, intensity and other characteristics of development within the Snyderville Basin, ensuring that appropriate infrastructure and services are available to support the development, and reviewing and approving the design and infrastructure features of permitted and conditional uses within any designated zone district.
- B. Compliance Required: All development permits shall comply with the provisions of this Chapter, the standards contained herein and the policies of the Snyderville Basin General Plan.

C. Public Facilities and Services: No development shall be approved by the County unless there are available and adequate public facilities and services consistent with the County's adopted level of service standards, except as otherwise permitted in this Chapter. Prior to the issuance of any development permit, the applicant shall demonstrate that all necessary public facilities and services are or will be available and adequate, as measured by the level of service standard herein:

1. Level of Service Standard: Compliance with level of service standards shall be measured in accordance with the adopted level of service standards, as the same may be amended from time to time, which are incorporated by reference as if set forth in its entirety herein.
2. Availability of Public Facilities: Public facilities shall be deemed to be available if they meet the following standards:
 - a. The public facilities are currently in place or will be in place when the development permit is issued and the development permit is conditioned on the availability of public facilities prior to approval of a final subdivision plat, final site plan or a Low Impact Permit; or
 - b. The provision of the public facilities is a condition of the development permit and are guaranteed to be provided at or before the issuance of a building permit for proposed development on the subject property; or
 - c. The public facilities are under construction; or
 - d. There is an enforceable development agreement guaranteeing that the facilities will be in place at the time that the impacts of the development will occur; or
 - e. The County Manager determines that there are significant overriding public policy considerations or public health, safety and welfare concerns which warrant the approval of the application in the absence of evidence that all public facilities and services are adequate and available.
3. Adequacy of Public Facilities: The available capacity for public facilities and services shall be determined in accordance with the following calculation methodology:
 - a. Adding together the total capacity of existing and planned capital improvements for a public facility;

- b. Calculate available capacity by subtracting from the total capacity of Subsection C3a of this Section the sum of:
 - (1) The demand for each public facility created by existing development; and
 - (2) The demand for each public facility created by the anticipated completion of committed development; and
 - (3) The demand for each public facility created by the anticipated completion of the proposed development under consideration for concurrency determination.
(Ord. 323, 3-9-1998)

10-4-2: ENVIRONMENTAL CRITERIA:

- A. Air Quality: Developments which produce emissions to the air shall, at a minimum, demonstrate compliance with all State air quality standards, as evidenced by the issuance of any permits required for their emissions by the State. Any fireplace or wood burning devices shall meet applicable minimum EPA requirements for clean burning devices as set forth in Title 40, part 60, subpart AAA of the Code of Federal Regulations ("standards of performance for new residential wood heaters"), which is incorporated by reference as if set forth in its entirety herein.
- B. Water Quality: Developments which produce any point source discharge to any watercourse shall demonstrate compliance with all State water quality standards, as evidenced by the issuance of any permits required for their discharge by the State. Developments which produce any non-point source discharge to any watercourse or which may potentially affect water quality through non-point discharges (including sediment, herbicides, pesticides and hydrocarbons) shall demonstrate that their construction and occupancy will not result in any degradation of present water quality.
- C. Watershed Protection: In all developments, no use or structure shall be permitted within one thousand five hundred feet (1,500') above and one hundred feet (100') below each spring used for culinary use or public water supply where such use or structure could possibly pollute such water source. No structure shall be located within forty feet (40') of a wetland. No structure shall be located within one hundred feet (100') of a year round naturally occurring stream, a reservoir, lake or pond unless specifically stated in Chapter 2 of this Title, where greater setbacks may be required. No septic system shall be located within two hundred feet (200') of a wetland, naturally occurring stream, a reservoir, lake or pond.

D. Sewage Disposal:

1. Connection to the facilities of the Snyderville Basin Water Reclamation District is required for all developments, except as otherwise permitted in Section 10-4-6 of this Chapter. The Water Reclamation District's written approval of a line extension agreement shall confirm that the proposed development can be physically connected to the district's system, although this approval shall not serve as a guarantee of sewer capacity until appropriate sewer capacity fees have been paid to the district, or that the development complies with the provisions of Section 10-4-6 of this Chapter. Applicable sewer capacity fees may be paid at any time by an applicant following district procedures, but in all instances such fees shall be paid before a building permit is issued for any structure.
2. Individual sewage disposal systems shall be sited and constructed in accordance with State and County health regulations and standards, as evidenced by issuance of the permits necessary to construct any such system by the appropriate authority. Whenever individual sewage disposal systems are permitted, there shall either be a plat note required or a recordable "memorandum of understanding" signed by the property owner that gives notice of the difficulties of individual sewage disposal systems, the potential for failure of such systems, correction of failed systems and connection to the public system shall be at the property owner's expense and a waiver of any liability on the part of the Snyderville Basin Water Reclamation District or the County to correct such individual systems in the event of failure. Easements shall also be granted as required in Section 10-4-6 of this Chapter.

E. Solid Waste and Recycling:

1. No development permit shall be approved unless there is a mandatory recycling program put into effect for the development project. Such recycling shall include, but not necessarily be limited to, the recycling of construction waste materials.
2. Developments for which landfill and/or solid waste collection capacity are unavailable are prohibited.

F. Revegetation: Erosion Protection; Runoff Control: Development plans shall preserve significant existing vegetation to the extent possible; shall provide for appropriate, prompt revegetation or erosion protection measures; and shall provide for surface water runoff control in accordance with County Engineering Standards.

1. No development permit shall be issued unless it is first determined that adequate facilities shall be made available to ensure that the developments shall not cause an increase in predevelopment condition runoff.
2. No development shall be approved which results in soil loss exceeding the site's soil loss tolerance. Developers may use a variety of conservation techniques to limit soil loss to tolerable levels. Where such techniques are proposed they shall be presented in a professionally prepared grading and conservation plan which is attached to the application for a permit.
3. All developments shall minimize the area disturbed by construction activities at any given time, particularly cuts and fills associated with road construction. Phased site grading and stabilization or revegetation shall be part of the grading and conservation plan.
4. Buildings shall not be located on soils with severe limitations for any of the proposed uses, unless fully mitigated by appropriate design and construction techniques. Limitations on development may be due to any of a number of factors, including the depth to bedrock or a water table, soil permeability, the soil's propensity to shrink and swell and other factors, as determined by the soil conservation service (USDA).
5. All cut and fill slopes in excess of 3:1 shall be properly stabilized and revegetated, as evidenced in a professionally prepared grading and conservation plan attached to the application for a permit. (Ord. 323, 3-9-1998)
6. Over-lot grading, or the significant removal of soil material on the uphill side of a site and filling on the downhill side, when natural slope conditions exceed ten percent (10%) of the site to create a large, flat development pad is not permitted. All development shall generally conform to the existing contours of the land. (Ord. 323, 3-9-1998; amd. 2004 Code)

G. Wildlife Habitat and Fisheries:

1. Any development which has the potential of adversely affecting critical wildlife habitat, including critical winter range, migration corridors, and birthing areas, or Class 2 fisheries, as evidenced by written testimony of the State Division of Wildlife Resources or other authoritative source, shall take all reasonable steps to minimize such impacts, which may require the clustering of development in the least sensitive parts of the development parcel.

2. Developments shall preserve critical wildlife habitat areas or floodplain corridors along streams supporting fisheries. (Ord. 323, 3-9-1998)

10-4-3: CRITICAL AREAS:

Development within "critical areas", as defined in this Section, is prohibited. All structures, buildings, impervious surfaces and other development on a lot or unsubdivided parcel shall be clustered on areas of the lot or parcel that do not contain critical areas. (Ord. 323, 3-9-1998)

- A. **Geologic Hazards:** The development layout and design shall avoid areas which may be adversely affected by geologic hazards. An exception to this prohibition may be obtained from the County Manager in cases where the developer demonstrates that the geologic hazard is fully mitigated by appropriate design and construction techniques. Geologic hazards include any kind of slope instability (landslides, rockfall, mudflows) or ground subsidence that may result from natural or manmade conditions and also any kind of seismic activity. (Ord. 323, 3-9-1998; amd. 2004 Code)
- B. **Avalanche Tracks:** The development layout and design shall avoid areas which may be adversely affected by avalanche tracks. All known avalanche tracks are declared to be critical areas because of the high probability that development in such hazardous areas will result in property damage, damage to public utilities and roads serving the development, and, possibly, injury or loss of life to occupants.
- C. **Critical Slopes:** Development layout and design shall be prohibited in areas which include slopes of thirty percent (30%) or greater. Slopes of thirty percent (30%) or more are declared to be critical areas because there is a high probability that on site and downslope property damage, and water quality, fisheries and wildlife habitat deterioration will result from their development. Revegetation difficulties are compounded by the Snyderville Basin's short growing season, making the reclamation of disturbed slopes very costly. Development on slopes over fifteen percent (15%) and less than or equal to thirty percent (30%) shall be regulated as follows:
 1. The arrangement and location of structures and impervious surfaces shall minimize the potential of instability, rapidly accelerated storm water runoff, erosion and soil loss.
 2. Submission of a professionally prepared grading and conservation plan which specifies all measures taken to assure slope stability and to prevent accelerated runoff and erosion is required. The design of all structural elements (such as permanent and temporary access

roads) included in such a plan shall be certified by a licensed professional with demonstrated experience in slope stabilization.

D. Floodplains¹: All areas within a 100-year floodplain, as mapped for the Federal Flood Insurance Program, or as calculated by a qualified engineer, or where the prevailing or potential natural vegetation is riparian, are declared to be critical to the maintenance of the basin's hydrologic systems, fisheries and wildlife habitat. Development of floodplain areas has a significant potential to adversely affect wildlife, water quality, and, if it modifies the floodway, adjoining, upstream and downstream properties, roads and other public facilities. Development in floodplain areas may also be constrained by a high water table which raises the cost of installing and maintaining utilities. Finally, floodplain development adversely affects all taxpayers through public expenditures to prevent or clean up flood damages.

1. Development, other than open use recreation, shall be prohibited in areas which include floodplains. Structures shall not be permitted in a floodplain.
2. Road and driveway crossings shall bridge over all floodplains. The installation of culverts for such purposes shall be minimized and is generally not appropriate.
3. Where floodplain areas are modified, any action which may increase flood hazards or adversely affect water quality or fisheries shall be avoided. Such actions may include, but are not limited to, stream channel modifications, the storage of floatable or potentially polluting materials, and the construction of stream crossings.
4. Plantings or natural stone (as opposed to scrap metal, junked vehicles or concrete slabs) shall be used where stream channels are required to be stabilized.

E. Wetlands: Development of high and moderate value wetlands has a significant adverse effect on water quality, the rate and volume of storm water discharge, and wildlife. Development layout and design shall be prohibited within all high and moderate value wetlands as identified by the Army Corps of Engineers or other authoritative source. Low value wetlands shall be strictly regulated with regard to development impacts and mitigation. Any development permitted in a low value wetland shall require Army Corps of Engineers review and permit prior to final subdivision plat or final site plan approval. (Ord. 323, 3-9-1998)

¹See also Title 12 of this Code.

- F. **Ridgelines:** Because of the importance of aesthetics to the economic viability of the Snyderville Basin, views from the designated roadways (Interstate 80, Highways 224, 248, and 40) are critical and ridgeline encroachment shall be avoided. New development on ridgelines and hilltops which allow a structure to project into the horizon line as viewed from a designated roadway shall be prohibited. Development shall be prohibited within 100 vertical feet of any ridgeline that is identified by the Ridgeline Overlay Zone District, except for existing lots of records, previously entitled developments, and resort lifts and runs as provided for in this Section.

Applicability to lots of record and previously entitled developments: Development on lots of record or previously entitled developments in the Ridgeline Overlay Zone or on ridgelines and hilltops which allow a structure to project into the horizon line as viewed from a designated roadway are subject to Low impact Permit review and the special development standards in Section 10-4-3 (F.)(1.).

1. **Special Development Standards for Development in the Ridgeline Overlay Zone District or Development Affecting Ridgelines:**
 - a. **Site Planning and Structure Height.** All new construction and associated disturbance shall occur outside of the ridgeline setback. Where that is not possible due to the size and configuration of the lot, or where to locate a structure outside of the ridgeline setback would result in a building site that is not suitable for development based on other development standards, an analysis will be done to locate new construction in the most suitable location on a site. The Director may: require structures to be built in the most suitable portion of the lot, designate building pads, limit building height, and/or mandate other design standards to minimize the visual impact of the development.

Every effort shall be made to site new construction in such a manner that it will not project into the horizon line or project into a mountain backdrop as viewed from the designated roadways. If this is not possible, and structures will project into the horizon line as viewed from the designated roadways, building height shall be limited to 26 feet.
 - b. **Architectural Standards.** The architectural regulations outlined in Section 10-4-20 will apply. The following special standards will also be applied for any development subject to the Ridgeline Overlay Zone:

- (1) **Massing and Stepping.** Structures shall be built in stepped levels to conform to the slope of the hill and keep a low profile.
 - (2) **Building Material and Color.** All buildings shall be constructed of material of a muted earth tone color that are compatible with the dominant color of the surrounding vegetation. Reflective materials shall be generally avoided, and where used (flashings roof vents and equipment), shall be painted to match the building.
 - (3) **Windows and Other Glass.** Glass areas shall be reviewed to avoid highly reflective surfaces from designated roadways. Mirrored glazing is prohibited on any building, except that solar absorption glazing is an acceptable material. Walls or excessive expanses of glass are prohibited. The visibility of nighttime lights from designated roadways will be a consideration in determining the amount of transparency allowed.
 - (4) **Roof Pitch, Orientation, and Color.** The pitch of any roof shall be generally parallel to the slope upon which the building is located. Roofs shall be of a dark, muted earth tone color in a shade of gray or brown that reflects the dominant color of the surrounding vegetation. In some cases, larger roof overhangs may be an effective tool for deepening the shadow effect and minimizing the apparent mass of a building.
- c. **Grading Limitations.** Site grading shall be designed to create visual interest by combining terraced retaining walls, landscape pockets with screen plantings, landscaping and variations in the texture and pattern of wall materials. The Director may alter standards to ensure adequate fire protection.
- (1) Site grading shall be minimized and shall not exceed the following limit of disturbance area (including all portions of the driveway and construction activity):
 - (a) Lots less than one (1) acre: The limit of disturbance area shall be determined by the Director

- (b) Lots between one (1) acre and five (5) acres: the limit of disturbance area shall not exceed 15,000 square feet.
 - (c) Lots greater than five (5) acres: the limit of disturbance area shall not exceed 20,000 square feet.
 - (2) Terraced retaining walls shall be constructed when the vertical height of any cut or fill required for the construction of driveways or structures exceeds six (6) vertical feet. Each terrace of the retaining walls shall not exceed four feet in height and shall be stepped back at four (4) foot intervals.
- d. Landscape Requirements. Removal of and disturbance of existing vegetation shall be minimized. Native vegetation shall be used to reduce the impact of development on steep slopes and ridgelines. The Director may alter standards to ensure adequate fire protection.
 - (1) A limit of disturbance area no greater than twenty (20) feet from the building footprint shall be shown on site plans submitted for building permit review. All construction shall be contained within the limit of disturbance area. If decks are incorporated into the structure, the limit of disturbance area shall be twenty (20) feet from the deck in that location only. A fence (separate from an erosion control fence) clearly demarking the limit of disturbance area shall be erected before any grading or construction begins and shall remain in place until construction is complete. The fence shall be at least five feet in height above grade and shall be a substantially built protective fence which prohibits vehicular and pedestrian access. Existing vegetation to be saved shall be unmistakably delineated from the vegetation to be removed.
 - (2) Landscape elements incorporated into development shall maintain a vegetative backdrop and be indigenous to the particular environment. The vegetation at maturity shall screen structures to the maximum extent possible and preserve the appearance of the natural skyline. To minimize grading of large flat areas and encourage water conservation techniques, large

expanses of turf and low growing grass is prohibited.

2. Special Development Standards for Resort Lifts and Resort Runs in the Ridgeline Overlay Zone:

- a. Site Planning. New construction and associated disturbance shall occur outside of the ridgeline setback. Where that is not possible due to the required alignment of a lift or run, an analysis will be done to locate development in the most suitable location. Every effort shall be made to site new lift towers and terminals in such a manner that it will not project into the horizon line as viewed from the designated roadways.
- b. Architectural Standards. Lift towers and terminals shall be designed to mimic natural visual conditions and blend into the surrounding landscape.
 - (1) Non-reflective materials shall be used and shall be painted or treated to minimize visibility from designated roadways.
 - (2) Glass on lift towers is prohibited. Glass on lift terminals is only permitted as required by the lift manufacturer for safety. Mirrored glazing is prohibited, except for solar absorption glazing.
- c. Grading Limitations and Re-Vegetation. Runs as viewed from designated roadways shall blend into the existing vegetation. Run edges, terrain, and lift lines shall be designed to minimize a linear appearance and shall be varied to blend with the natural terrain through the use of tree thinning to feather the linear effect. Widespread clear cutting of timber is prohibited. New roads are only permitted for the installation and maintenance of lift terminals. Disturbed areas shall be re-vegetated with native vegetation as soon as weather permits.

3. New Development in the Ridgeline Overlay Zone District or Development Affecting Identified Ridgelines:

- a. Any development subject to the Minor Development review process in which any portion of the subject property falls within the Ridgeline Overlay Zone is required to conduct a visual analysis from the designated roadways. No structure will be permitted to break the ridgeline from the designated

roadways. In order to keep all proposed development from breaking the ridgeline from a designated roadway, the project may be required to designate specific building pads, limit building height to twenty-six (26) feet, and mandate other design standards to minimize the visual impact of the project.

- b. Any development subject to the Major Development review process in which the property is located within 5 miles of designated roadways is required to conduct a visual analysis from the designated roadways. No structure will be permitted to break the ridgeline from the designated roadways. The project will be designed to keep development out of all ridgeline setback areas. In order to keep all proposed development from breaking the ridgeline from a designated roadway, the project may be required to designate specific building pads, limit building height to twenty-six (26) feet, and mandate other design standards to minimize the visual impact of the project.

10-4-4: OPEN SPACE:

A. Required Open Space:

1. There shall be no open space requirement for those developments that comply with merely the "base zoned densities" identified in Chapter 2.0 of this Title.
2. For any type of residential development, including all single-family, two-family and multi-family dwellings, a minimum of sixty percent (60%) of a parcel, inclusive of developable and non-developable lands, must be reserved for open space. The majority of the required open space must be functional and in a location identified by the County that meets the objectives of the General Plan. A primary objective of the open space shall be to preserve identified viewshed areas and other significant open spaces.
3. For commercial and industrial development, a minimum of twenty-five percent (25%) of the total parcel must be reserved for open space. The majority of this open space must be functional and in a location identified by the County that meets the objectives of the General Plan. A primary objective of the open space shall be to preserve identified viewshed areas and other significant open space.
4. Open space within a designated town or resort center shall be determined in an approved SPA plan.

- B. Inclusions and Exclusions in Open Space Calculation: Open space may include setback areas, easements within which no above ground structures are located, open space conservation easements, and other such areas. Open space shall not include any portion of a parcel on which any structure, parking lot or other such feature is located on or above the surface of the ground. Parking lot landscaping shall not be included in the required open space calculation.
- C. Method of Owning/Maintaining Open Space:
1. Within all developments that comply with the base zone densities, open space is a function of the large lot zoning and setback requirements. In these instances, ownership and maintenance responsibilities shall remain with the applicant.
 2. The landowner/developer for all other development shall determine how the open space will be held for ownership purposes. Open space can be held passively, owned by the landowner, or it can be held as active open space, open for public use, and owned by the landowner, the County, or third party, or preserved through a conservation easement. In certain instances, the County may chose not to accept ownership of open space that is not compatible with the County and Snyderville Basin Special Recreation District objectives.
- D. Cash In Lieu of Open Space: The County may, at its sole discretion, accept cash in lieu of open space where such funds can be more appropriately used to purchase development rights or open space at a more appropriate or significant location. At any rate, cash in lieu will not be accepted until a satisfactory appraisal is obtained by the applicant to identify the value of the land based on the use that will be permitted if the open space requirement is removed, and for which cash in lieu shall be offered. (Ord. 323, 3-9-1998)

10-4-5: WATER AND WATER SUPPLY:

- A. Site Plan Required: The developer shall submit a site plan prepared by a professional engineer showing the property boundary with topography, possible home locations, and the proposed roads and driveways. A construction cost opinion to serve the proposed development with a community water system serving all lots, and a cost opinion of individual water systems will be prepared and submitted to the County for review.
- B. Clustering; Central System: Clustering of homes should be considered and may be beneficial in rural and lower density developments. Clustering allows for reduced infrastructure of roads, driveways and water and sanitary sewer systems when compared with sprawl developments. Clustering may

promote the visual integrity of development as viewed from within the development. The construction of a central community water system is encouraged to provide more effective water resources in case of wildfire. If clustering of homes is not achievable in rural developments, individual wells, storage tanks and fire suppression systems for each individual lot will be reviewed and considered by the PCFSD. Consideration should be given to tying into a neighboring community water system if one exists. Water supply and water infrastructure shall be in place and serviceable prior to any combustible construction taking place.

C. Community System to Serve All Lots with Central System:

1. Water Distribution Lines: The minimum size of main lines for any system will be eight inches (8") in diameter and will be sized larger if flows and velocities dictate.
2. Water Storage:
 - a. Residential Indoor Storage: Water storage shall have a capacity of four hundred (400) gallons per equivalent residential connection for indoor use.
 - b. Irrigation Storage: Most of the Snyderville Basin falls within Zone 2, Irrigation Crop Consumptive Use Zone. This zone requires one thousand eight hundred thirteen (1,813) gallons of storage for each irrigated acre.
3. Water Source Delivery Capacity:
 - a. Indoor Sources: Sources must be capable of providing eight hundred (800) GPD/equivalent residential connection for indoor use. The water supplier must possess, and provide to the County, documentation which grants the legal right to the required amount of water.
 - b. Irrigation Source: Within the irrigated crop consumptive use - zone 2, the source must be capable of providing 2.80 gallons per minute per irrigated acre. Where an engineer, developer or water supplier claims that there will be no outside use of water (e.g., in a summer home development) documentation, typically a copy of the restrictive covenants and a note on the recorded plat, must be provided to prove the legal means exist to restrict outside use.
 - c. Source Protection: Concentrated sources of pollution should be located as far as possible from all culinary well sources. To

ensure that protection is available, the water supplier must either own the protection zone and agree not to locate or permit concentrated sources of pollution within it or, if the water supplier does not own the land in question, he must obtain a land use agreement with the owner of the land by which the landowner agrees not to locate or permit "concentrated sources of pollution" within the protection zone.

- d. **Binding Restriction:** In both of these above situations, the restriction must be binding on all heirs, successors and assigns. The land use restriction must be recorded with the property description in the County Recorder's office. Copies of this recording must be submitted to the division of drinking water for review.
- e. **Publicly Owned Lands:** Publicly owned lands containing protection zones need not be recorded in the Recorder's office. However, a written statement must be obtained from the administrator of the land in question. This statement must meet all other requirements with respect to the establishing of a protection zone as described in this Section.

- 4. **Water Line Burial:** Water lines shall be buried a minimum of six feet (6') deep unless elevation dictates deeper burial.

D. **Individual Water Systems on Each Lot:**

- 1. **Water Source:**
 - a. **Source Identification:** Prior to preliminary approval by the County, a source, or sources, of water to the proposed project must be identified. The developer must submit information concerning site geology, area hydrogeology, site topography, soil types and the proven wet water by the drilling of one or more test wells as determined by a qualified geotechnical engineer. Well logs will be submitted to the County identifying the depth and yield of the well. The source must be consistently available at sufficient quantities to supply domestic, and irrigation needs according to State regulations. In all cases a well, or wells, of sufficient capacity at each proposed building location will be required prior to building permit issuance. Language shall be included on the final recordation plat and within the projects CC&Rs that identifies the process for obtaining a building permit as it is related to water rights and well drilling confirmation. A water right and associated well permit will remain with the lot and is not

transferable.

- b. **Source Protection:** Concentrated sources of pollution should be located as far as possible from all culinary well sources. To ensure that protection is available, the water supplier must either own the protection zone and agree not to locate or permit concentrated sources of pollution within it or, if the water supplier does not own the land in question, he must obtain a land use agreement with the owner of the land by which the landowner agrees not to locate or permit "concentrated sources of pollution" within the protection zone.
- c. **Binding Restriction:** In both of these above situations, the restriction must be binding on all heirs, successors and assigns. The land use restriction must be recorded with the property description in the County Recorder's office. Copies of this recording must be submitted to the division of drinking water for review.
- d. **Publicly Owned Lands:** Publicly owned lands containing protection zones need not be recorded in the Recorder's office. However, a written statement must be obtained from the administrator of the land in question. This statement must meet all other requirements with respect to the establishing of a protection zone as described in this Section.

E. Water System Concurrency Management:

- 1. All water systems shall meet the availability, distribution and delivery system, capacity, storage, design and construction requirements of the State Division of Drinking Water and such approval shall be provided before final subdivision plat, final site plan, Conditional Use, or Low Impact Permit approval.
- 2. Legal rights to the proposed water source shall be certified in writing by the State Division of Water Rights and shall be provided before final subdivision plat, final site plan, Conditional Use, or Low Impact Permit approval. The County shall not accept an application or certificate that has lapsed, expired or been revoked by the State Engineer.
- 3. Evidence of coordination with the private or public water service provider, including an agreement for service, service commitment letter, or other binding agreement for the provision of water shall be provided before final subdivision plat, final site plan, conditional use, or Low Impact Permit approval.

4. A certificate of convenience and necessity or an exemption there from, issued by the State Public Service Commission, for the proposed water supplier, including an indication of the service area of the proposed water supplier, shall be provided prior to permit approval.
5. Individual water systems, which may be permitted by the County, shall only be permitted in mountain/remote areas designated on the land use plan map and in areas where there are appropriately sized lots for which a community system is not feasible. (Ord. 323, 3-9-1998)

10-4-6: SANITARY SEWER:

- A. Public System: A connection to a public sewer system will be required for all subdivisions, developments and structures that are less than three hundred feet (300') from an existing or proposed SBWRD sewer line or less than three hundred feet (300') from the boundaries of a platted or existing subdivision or development which is served by the SBWRD. Such systems will be in full compliance with all SBWRD standards and regulations.
 1. Notice of adequate capacity to serve the proposed development shall be provided in writing by the Snyderville Basin Water Reclamation District. A notice of ability to serve shall not contractually or otherwise bind the Sewer District to reserve actual system capacity for that purpose.
 2. A line extension agreement must be accepted by the Snyderville Basin Water Reclamation District for the development before any final site plan, final subdivision plat, Low Impact Permit, or Conditional Use Permit is approved. Line extension agreements may be approved in phases, so long as no subsequent phase shall be approved until an applicable line extension agreement is approved. The submission and acceptance of a line extension agreement by the SBWRD for one phase shall not guarantee approval of subsequent phases of the development.
 3. Capacity fees shall be paid to the SBWRD at any time before a building permit is issued. The SBWRD shall not be required to reserve sewer capacity for the development until such time as the full capacity fees are paid.
- B. Individual Systems: Proposed projects that request approval to utilize individual sewage disposal systems shall perform an economic and planning analysis with the SBWRD and submit a subdivision and development

feasibility review in accordance with Utah Administrative Code, Sections R317-501 through R317-513, or subsequent regulations. Consideration will be given to individual systems if the entire property is master planned and there are no concentrations of dwelling units beyond single-family detached dwellings on individual lots, together with associated barns and guest units and/or only isolated commercial uses. (Such developments are encouraged to investigate and connect to the public system whenever possible.)

1. The developer shall submit a plan with supplemental information prepared by a professional engineer showing the entire property with topography, possible dwelling locations, possible access roads, and driveways. A preliminary sewer alignment for a sanitary sewer system serving all lots within the rural development and connecting said lots to the public sewer system shall be provided and approved by SBWRD. A sanitary sewer easement that follows the preliminary alignment shall be reserved in favor of SBWRD.
2. Prior to final subdivision plat, final site plan, a Conditional Use or a Low Impact Permit, the County Health Department shall ensure that sufficient percolation tests are undertaken within the buildable area of each lot within the subdivision to verify that soils are capable of percolating on all proposed lots at projected wastewater flow rates. Individual septic systems shall be developed in compliance with County and State requirements (reference Utah Administrative Code, Sections R317-501 through 513, as it may be amended). The developer must submit such other data and information concerning utilization of individual sewage systems to allow an evaluation of the impact of the private systems on water quality.
3. In those instances in which private sewage disposal systems are approved, a note shall be included on the recorded final subdivision plat or final site plan. In the case of a Conditional Use Permit or Low Impact Permit, a recordable memorandum of understanding shall be signed before the permit is issued that shall state: (Ord. 323, 3-9-1998)

Purchasers of this property are hereby notified that at the request of the developer of the property, Summit County allowed emplacement of individual disposal systems (septic tanks) on this property. The developer did not request that this property be connected to a Sewer Improvement District sewer line. The purchaser of the property is hereby put on notice that septic systems can fail. All costs associated with the correction of a failed septic system, including sewer connection from the property to existing SBWRD sewer lines, shall be at the sole expense of the property owner. SBWRD and Summit County

shall in no way be responsible for these or any related costs associated with septic system failure. In the event public sewer becomes reasonably available according to the Snyderville Basin Development Code or International Plumbing Code, connection to the facilities of the SBWRD shall be required. SBWRD shall not be responsible for this or any related cost associated with connection.

(Ord. 323, 3-9-1998; amd. 2004 Code)

- C. Easements, Rights-of-Way: Easements or rights-of-way required for sewer service by the Snyderville Basin Water Reclamation District shall be provided by all developments before final subdivision plat or final site plan approval. The required acknowledgment from the sewer district may be either a letter indicating signed easements have been submitted, or the district's signature on the final subdivision plat or final site plan.
- D. Larger Main Lines: Where the Snyderville Basin Water Reclamation District Master Plan calls for sewer main sizes through a development that are larger than necessary to serve the development, the larger main shall be installed in accordance with district policy. (Ord. 323, 3-9-1998)

10-4-7: FIRE PROTECTION:

- A. Required: Ability to serve a development in accordance with this Title and the General Plan to provide fire protection shall be provided in writing, for all developments, by the Park City Fire Service District (PCFSD). Where buildings are to be used for industrial, commercial, multi-family, or mixed commercial/residential purposes, building and site plans must be approved by the Park City Fire Service District prior to issuance of the building permit.
- B. Park City Fire Service District Level of Service Standards:
 - 1. The PCFSD has established the acceptable emergency response time as ten (10) minutes or less within the district. An acceptable response time to larger scale town or resort center development may actually be less, as determined by the PCFSD. (It must be realized that prevailing weather conditions, general topography, geographical diversities and unusual traffic conditions may inhibit district response times at any time of year.)
 - 2. In order to comply with an acceptable level of service standard, a developer may be required to provide appropriate fire protection infrastructure, including facilities, apparatus and equipment for the PCFSD to comply with the appropriate level of service standard. In addition, approved fire sprinkler and suppression systems may be

required by the district in conjunction with other appropriate mitigation measures, which must be approved by the district, to comply with the required level of service standard.

3. Should the PCFSD determine that a desired level of service cannot be provided to a proposed development; the developer shall prepare and submit a fire protection mitigation plan to the district for its review and approval. This plan shall address the measures that will be used to comply with the intent of the level of service standard, and the timing/phasing in which such improvements will be required. An acceptable mitigation plan shall be approved by the PCFSD before an SPA plan, final subdivision plan or final site approval is granted. Failure of a developer to provide an acceptable plan may be cause for denial of a development application by the County.

C. Development in Wildfire Hazard Areas:

1. All development, including a single family dwelling on an individual lot or parcel, which does not have year-round access or is located within the Wildland Fire Urban Interface Zone, is subject to the fire protection measures as required by the 2006 Utah Wildland Fire Urban Interface Code and the respective fire district and/or fire warden. The fire protection measures are further identified in this Chapter.

All applicants for new development shall, at the time of application, acknowledge that they have reviewed the *Summit County Living with Fire* information pamphlet and consulted with the building department, insurance companies, builders and fire districts/fire warden regarding fire protection.

2. All proposed new subdivisions within the area zoned Mountain Remote as designated on the zoning map within the Snyderville Basin will be analyzed and rated on its wildfire risk using the fire hazard severity scale developed by the State Division of Lands and Forestry. All of these factors can vary from development to development. The composite score will categorize the hazard level of the proposed development as moderate, high or extreme. Once a proposed subdivision has been classified as to its hazard level, development standards for each level can be used by the County and the Park City Fire District for fire protection and wildfire prevention measures. Once the rating has been approved by the Park City Fire District, it shall then be submitted to the County. This rating will be submitted to the County with the sketch plan or in conjunction with a specially planned area plan application, as required by the CDD or designated planning staff member or as otherwise required in the

processing of development permits for any proposed development.

3. Fuel Breaks/Vegetation Manipulation:
 - a. Hazardous fuels in the form of native vegetation will be cleared around structures and around the perimeter of the development to assist in wildfire prevention measures. This fuel break is not intended as a complete vegetation clearing fire break. Fuel breaks must be in place prior to occupancy of the structure.
 - b. The definition of a "fuel break" by the State Division of Lands and Forestry is "a change in fuel continuity, type of fuel, or degree of flammability of fuel in a strategically located parcel or strip of land to reduce or hinder the rate of fire spread".
 - c. Fuel breaks consist of the following:
 - (1) Annual grasses within thirty feet (30') of structures shall be mowed to four inches (4") or less.
 - (2) Removal of ground litter annually.
 - (3) Over mature, dead and dying trees shall be evaluated as to their potential to ignite and to carry fire and possibly will be removed.
 - (4) Fuel breaks may contain individual tree specimens, ornamental plants, or other similar vegetation used as ground cover, provided they will not provide a means of transmitting wildfire from native vegetation to structures.
 - (5) Fire resistive vegetation will be planted in the fuel breaks to prevent undue soil erosion.
 - d. In steep terrain, cleared or leveled slopes will be stabilized immediately following construction. Developers and lot owners will construct retaining walls, water bars, check dams, terraces, or other forms of physical means of soil erosion control. As part of the recordation plat, a maintained fuel break easement will be dedicated for the benefit of the area forester and will be shown around the perimeter of the development. Fuel breaks must be maintained by the landowners and shall be a part of the CC&Rs and monitored by the respective homeowners' association and/or area forester. The CC&Rs for the development will include enforcing language for the

homeowners' association to budget for and provide fuel break maintenance services around the perimeter of the development boundary.

- e. The following chart identifies fuel break clearing limits around structures and development perimeters based on the wildfire hazard rating:

Type	<u>Extreme</u>	<u>Moderate</u>	<u>High</u>
Structures	30 feet	50 feet	100 feet
Development perimeters	None	75 feet	100 feet

- D. Central or Community Water Systems: Central or community water systems shall be capable of generating adequate flows to meet the insurance service office fire system grading standards, including the following:

1. Fire Hydrants: Fire hydrants will be installed in accordance with fire district requirements. Fire hydrant spacing will be a maximum of five hundred feet (500') between hydrants, except in Minor Developments where the restriction shall be a maximum of one hundred fifty feet (150') from any dwelling, but no less than fifty feet (50') from the dwelling unless otherwise approved by PCFSD.
2. Fire Flow Requirements: The fire flow requirement for rural residential development of five (5) or more building lots or dwellings will be a minimum of one thousand (1,000) gallons per minute.
3. Water Storage for Firefighting Use: Water storage will be provided to support the required minimum fire flow of one thousand (1,000) gallons per minute for a duration of two (2) hours.
4. Water Supply to Lots: The house water service line shall be at least one and one-half inches (1¹/₂"") in diameter or larger to provide adequate flow and pressure meeting fire sprinkler demands.

- E. Certification of Compliance: Certification of compliance with adopted service levels and standards of the Park City Fire Service District, including the payment of impact fees, shall occur prior to final site plan approval, or in the case of single-family dwelling units or any use approved as a Conditional Use or a Low Impact Permit, before a building permit is issued for such development.

- F. Standards: Fire hydrants, water line sizes, water storage for fire protection, and minimum flow for fire protection shall be determined by using the

standards of the insurance services office which are known as the fire system grading standards. In no case shall minimum fire flow be less than one thousand (1,000) gallons per minute for a period of two (2) hours, unless otherwise permitted herein.

- G. Evidence Required for Maintenance: The developer shall furnish written evidence to the County and the Park City Fire Service District verifying that either a new or existing water company or association shall be responsible for the perpetual and continual maintenance of all fire protection appurtenances, including annual flagging of all hydrants, prior to November 1 of each year.
- H. Plat Note Required: Each final subdivision plat for a development in an area zoned Mountain Remote on the zoning map shall include the following note on the plat. A Conditional Use or Low Impact Permit issued for development in these areas shall include, as a condition of approval, the requirement that the applicant acknowledge in writing (titled a "memorandum of understanding") the following:

The property owner acknowledges that he/she is building in a location that is far removed from the primary Summit County service areas. As such, the property is on notice that there is limited access, infrastructure, and public services in the area. Some services, which include, but are not limited to, garbage pick up and school bus service, may not be provided. Emergency response time will be longer than it is in more accessible areas, and access by emergency vehicles may be impossible at times due to snow and road conditions. The owner understands and acknowledges that there may be infrastructure in these remote locations that does not meet adopted County Infrastructure Standards. It is the intent of Summit County to attempt to continue to provide the existing variety, scale, and frequency of public services and infrastructure for all existing and new development in these remote areas of the Snyderville Basin. It is not the intent of Summit County to increase the variety, scale and frequency of public services and infrastructure, or to provide urban levels of service and infrastructure in these areas. By this notice, the property owner assumes the risk of occupancy as outlined above, and is hereby put on notice that there are no anticipated changes in the levels of service or infrastructure by either Summit County or the appropriate special service district, nor does the property owner expect changes beyond those identified herein.

(Ord. 323, 3-9-1998)

I. Fire Ratings for roof materials.

1. Roof materials on residential dwelling units within the Wildland Fire Urban Interface area shall be constructed with the minimum of UL listed Class A fire rated roofing materials. Examples may include asphalt shingles, metal roofing material, sheet iron, and other appropriate materials; however, wood shake shingles are not permitted. Subdivision CCR's will reflect the type of building materials required for use and specify materials that are prohibited.
2. Screening: In areas designated mountain/remote or in any area with a high or extreme wildfire hazard rating, the exterior openings from the roof, attic, eaves and floor areas will be screened to reduce the chance of flying embers entering a structure.
3. Chimneys and Stovepipes: Any solid or liquid fuel burning appliance must have spark arresters or screens equipped on stovepipes and chimney outlets.

10-4-8: LOADING AND UNLOADING:

- A. Availability of Space: An applicant shall demonstrate that adequate loading and unloading space is available within commercial and industrial developments before approval of a final site plan, final subdivision plat, a Conditional Use Permit, or Low Impact Permit.
- B. Location of Required Loading and Unloading Spaces: The required loading and unloading spaces shall be on the same lot or in appropriate proximity as the use they are intended to serve. In no case shall required loading and unloading spaces be part of the area used to satisfy the parking requirement.
- C. Collective Action Relative to Loading and Unloading: This provision shall not be construed to prevent the joint use of loading and unloading spaces for two (2) or more buildings or uses. (Ord. 323, 3-9-1998)

10-4-9: PARKING REQUIREMENTS:

- A. Scope: Parking spaces shall be provided as set forth herein. Every effort shall be made to minimize the amount of impervious surface that is created for parking purposes.
- B. Parking Required: The objective is to provide only the amount of parking that is actually needed for a particular use or type of use approved in the development. It shall be the responsibility of the applicant to demonstrate the amount of parking needed. The following parking standards shall be used by

the County as guidelines for development. Parking that exceeds the amount indicated may be permitted only after the applicant submits a parking study for comparable uses which demonstrates that a higher demand can be anticipated. If a specific use is not indicated herein, the applicant shall provide a parking study in conjunction with the applicable development application to demonstrate the amount of parking required.

1. The specific amount of parking required within an area designated as an SPA shall be established by the adopted SPA plan.
 2. Expansion of existing commercial, office and industrial uses within the NC, CC, and SC zone districts shall provide additional parking commensurate with the present on site parking ratio, unless it can be demonstrated by the developer or the Director that a different parking standard or no additional parking is appropriate.
 3. There shall be one parking space per studio/efficiency dwelling unit, plus one guest parking space for every five (5) units provided.
 4. There shall be one space per bedroom, or a minimum of two (2) parking spaces per single-family, two-family or multi-family dwelling unit.
 5. There shall be a maximum of three and one-half (3.5) off street parking spaces per each one thousand (1,000) square feet of retail commercial space; provided, however, structured parking can exceed this amount.
 6. There shall be a maximum of three and one-half (3.5) off street parking spaces per each one thousand (1,000) square feet of office space; provided, however, structured parking can exceed this amount.
 7. There shall be a maximum of one parking space per sleeping unit in a hotel or lodge, plus one space for each employee working during nighttime hours, except in a town or resort center where joint parking opportunities shall be taken into consideration.
- C. Parking Lot Design and Location: The following design standards shall be complied with within any zone district in which parking is being provided for other than one single-family detached dwelling unit on a lot of record:
1. All parking lots shall be designed and located in accordance with the policies of the General Plan and the regulations provided herein. In no instance shall large expanses of asphalt parking be permitted. In situations where an extensive amount of parking is required, the

parking shall be divided into smaller parking lots.

2. On-street parking and parking along the principal circulation roads within a private development shall either be parallel to the curb or with a parking angle of up to but not to exceed sixty degrees (60°). Perpendicular parking along such areas shall be prohibited.
3. The proposed development must provide paving in any parking area by one of the following methods:
 - a. Asphaltic concrete.
 - b. Cement concrete.
 - c. Penetration treatment of bituminous material and a seal coat of bituminous and mineral aggregate.
 - d. The equivalent of the above as recommended by the County engineer.
4. Parking areas shall be designed with a through circulation pattern if they include more than ten (10) parking spaces, unless there is suitable turnaround space at the end of the parking lot. While in certain instances on street parking will be permitted, public roads shall not be used as part of a parking lot circulation pattern.
5. Parking areas shall have a minimum grade (in any direction) of one percent (1%), a maximum grade of five percent (5%), and an average grade of two percent (2%).
6. Parking spaces and driveways shall be so arranged as to require ingress and egress from the lot to a road by forward motion of the vehicle. Access to parking spaces shall be from private roadways and not from public streets.
7. Adjacent to any zoning district in which residential uses are permitted, automobile parking shall be screened, except when separated by a public road.
8. Any lights used to illuminate parking spaces shall fully comply with the lighting regulations outlined in Section 10-4-22 of this Title.
9. Except where a wall is required, a minimum six inch (6") high curb or bumper guard shall be utilized or employed so that no part of the vehicle shall extend over or beyond any property line.

10. Required parking spaces shall be adequately marked or defined. At least one clearly marked and appropriately situated handicapped parking space shall be provided for each commercial, institutional and public parking area.
 11. Uncovered parking lots shall provide snow storage areas equal to ten percent (10%) of the uncovered parking lot surface area, unless otherwise approved by the County Manager.
 12. At least fifteen percent (15%) of the internal portion of a parking lot shall be landscaped. Such landscaping must be in accord with Section 10-4-21 of this Chapter.
 13. Parking Stall Size: Each off-street parking stall shall be at least nine feet (9') by eighteen feet (18') for diagonal or ninety-degree spaces, or eight feet (8') by twenty feet (20') for parallel spaces, exclusive of access drives or aisles. Parking stalls adjacent to a column or wall must have an additional two feet (2') of width to accommodate ingress/egress from the vehicle.
 14. Parking Isle Width: The minimum isle width for diagonal parking is eighteen feet (18') and the minimum width for ninety degree parking is twenty four feet (24'). The minimum isle width may be increased at the discretion of the Park City Fire District.
 15. All parking lots shall comply with Federal ADA requirements.
- D. Phased Parking Plan: In instances where the amount of parking required by a project cannot be clearly demonstrated, the County may require the implementation of a phased parking plan to avoid unnecessarily large parking lots. The additional parking will be permitted by the County as the need is demonstrated.
- E. Designated Resort and Town Centers: Within designated resort and town centers, efforts shall be made to minimize the amount of dedicated surface parking by such considerations as, but not necessarily limited to, structured parking where appropriate, on street parking on appropriate streets, and joint use of parking facilities. (Ord. 323, 3-9-1998)
- F. Stacking of Spaces: The stacking of parking spaces is not permitted, except in one-family and two-family dwellings, and single-family attached dwelling units where a parking space may be provided on the parking apron directly outside of the garage. Only one such space shall be permitted outside of each garage space. Stacking of two (2) or more spaces outside of the garage shall not be permitted. (Ord. 323, 3-9-1998; amd. 2004 Code)

- G. Vehicle Storage Prohibited: On and off street parking shall not be used for the extended storage of motor homes, trailers, construction related equipment, tractor trailer trucks and other such vehicles. On and off site parking shall not be used for the purposes of sale, repair or dismantling or servicing of vehicles, equipment, materials or supplies.
- H. Collective Action Relative to Parking: The joint use of parking spaces for two (2) or more buildings or uses is encouraged, and in some instances may be required through an SPA plan when it can be shown that the peak use periods of each of the buildings is different. (Ord. 323, 3-9-1998)

10-4-10: TRANSPORTATION INFRASTRUCTURE AND ACCESS DESIGN:

A. Access:

- 1. Access to Existing Roads: All points of access to existing public roads or highways shall meet the standards set forth in a policy of geometric design of highways and streets, 1990, as published by the American association of State highway and transportation officials (AASHTO), which is hereby incorporated by reference as if set forth in its entirety herein; and Subsections A through D of this Section or, in the case of State highways, as approved by the State Department of Transportation. The design and construction of turn lanes, merging lanes, traffic signs or signals and other improvements required to make access points conform to County or UDOT standards shall be the responsibility of the developer. (Ord. 323, 3-9-1998)
- 2. Number Required: A minimum of two (2) access roads for separate ingress and egress will be provided. At least one access road will be considered the main access to be dedicated with a right-of-way easement as part of the final plat. In situations where dual access is not available within the initial development, one or more easements extending to the perimeter of the proposed development and evidence that existing vehicular access through adjacent properties to public roads must be provided by the developer. At a minimum, the second access, which may not comply with this Section, may be permitted, so long as it is a passable access road and maintained for emergency services as approved by the PCFSD. (Ord. 323, 3-9-1998; amd. 2004 Code)
- 3. Spacing: Except as otherwise provided herein, access drives shall be spaced according to the following table:

Road Classification	Minimum Spacing	Minimum Distance from Intersection

Local	35 feet apart	50 feet
Collector	50 feet apart	75 feet
Arterials	access points shall be minimized	

B. Intersections:

1. Grade: The grade within one hundred feet (100') of any intersection shall not exceed three percent (3%).
2. Hazards: Intersections shall not create hazardous driving conditions. The site design shall avoid curves in the roadway and the crests of hills at intersection locations.
3. Alignment: Roadways shall be within ten percent (10%) of a perpendicular alignment within one hundred feet (100') of any intersection, unless otherwise approved by the County Manager.
4. Intersection Offsets/Spacing: Intersection offsets shall be based upon the roadway classification, and shall be measured as follows unless otherwise approved by the County Manager:

<u>Road Classification</u>	<u>Offset</u>
Local	125 feet
Collector	330 feet
Arterials	600 feet

C. Road Grades:

1. The maximum grade of all roads, with the following exceptions, shall be eight percent (8%). Rural collector, rural local, and rural minor roads shall require grades of ten percent (10%) or less. However, these rural roads may contain grades in excess of ten percent (10%), up to a maximum of twelve and one-half percent (12.5%) for short distances only when, at the discretion of the County, it is determined that the steeper road grade is in the best interest of the County for purposes of environmental protection and it is further determined that the steeper grade will not adversely affect public safety. Roads having grades in excess of eight percent (8%) shall be privately owned and maintained.
 - a. Short distances are measured along roadway centerline and are defined as less than or equal to five hundred feet (500') over a continual distance of one thousand feet (1,000').

- b. Main through roads (nonstop sign roads) can remain at a constant grade of less than eight percent (8%) through the intersection.
 - c. Retaining walls shall be used when cuts or fills exceed ten feet (10') as measured vertically at the edge of the road shoulder. Cut and fill slopes shall be as specified by a qualified engineer to achieve a stable embankment. Cut and fill areas shall be contoured to two feet (2') horizontal to one foot (1') vertical slopes or flatter unless stability at a steeper slope is determined by a qualified engineer.
- 2. In all instances, the minimum road grade shall be 0.3 percent.
 - 3. The following conditions shall be used for grades in excess of ten percent (10%); provided, that all applicable emergency and service providers review, at time of subdivision plat and site plan review, such road design and grades to adequately address the public health, safety and welfare:
 - a. Revegetation of all disturbed soils meeting County construction standards will be required on all roads.

D. Road Infrastructure Design:

- 1. The design and construction of all roads in the Snyderville Basin shall be in accordance with the specifications adopted by the County, the American association of State Highway and Transportation Officials (a policy or geometric design of highways and streets), and those set forth herein.
- 2. Roads on soils having low bearing strengths, high shrink/swell potentials or high frost heave hazards may be required, upon recommendation of the County Engineer, to be constructed to specifications more demanding than those required on others. All roads and driveways will have unobstructed vertical clearance of thirteen feet six inches (13'6").
- 3. Homeowners may not grant additional vehicular rights of way and road easements across their property in addition to those vehicular rights of way and road easements that are already of record at the date of the plat recordation.
- 4. In town and resort centers, public roads shall generally meet the following design guideline. The County Engineer may require

adjustments in this guideline based on site specific conditions and development characteristics.

(See following pages)

**TOWN, RESORT, AND VILLAGE CENTER
ON-STREET PARKING DESIGN STANDARD**

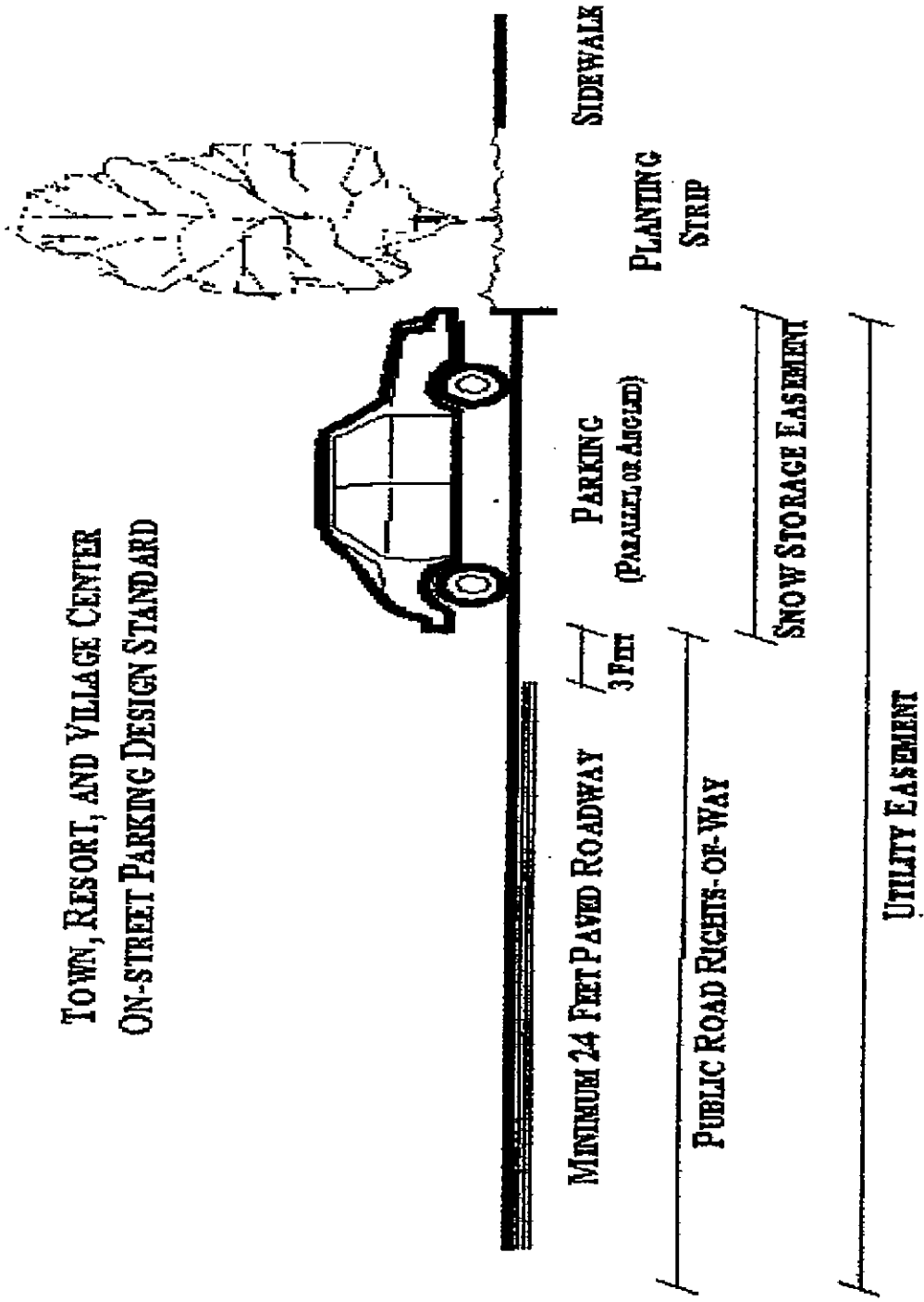


TABLE 1
Rural Road Design Standards
For Development with Lot Sizes of 5 Acres or More

	<u>Rural Collector</u>	<u>Rural Local</u>	<u>Rural Minor</u>
Function	Provides a primary access to and through development from other arterial or collectors and is intended to serve as a primary traffic way.	Provides supplemental access to adjoining properties and is secondary to a rural collector; provides limited continuity.	<u>Provides supplemental access to adjoining properties and is secondary to a rural local road; provides little continuity.</u>
Rights-of-Way	50 feet	50 feet	<u>50 feet</u>
Pavement Width	24 feet	20-24 feet	<u>18-20 feet</u>
Shoulder Width	2-4 feet	2 feet	<u>2 feet</u>
Drainage	Open swale or ditch	Open swale or ditch	<u>Open swale or ditch</u>
Design Speed	40 mph	25 mph	<u>20 mph</u>

The minimum width of a road surface that will be considered for a public dedication is 24 feet.

The minimum width of a road right-of-way that will be considered for public dedication shall be 60 feet.

All dimensions noted above represent minimum standards. Required dimensions may be greater depending on specific conditions.

TABLE 2
 Moderate Density Road Design Standards
 For Development with Lot Sizes Less Than 5 Acres, Depending on Development
 Intensity, at the Discretion of the County

	<u>Arterial</u>	<u>Collector</u>	<u>Residential Street</u>
Function	<u>Traffic movement with limited access for adjacent uses</u>	<u>Traffic movement with limited access for adjacent uses</u>	<u>Access to adjacent moderate to high density uses</u>
Rights-of-Way	60-120 feet	50-60 feet	50-60 feet
Pavement Width	24-60 feet	24-32 feet	20-24 feet
Shoulder Width	N/A	N/A	N/A
Drainage	Curb/gutter or open swale or ditch depending on development intensity	Curb/gutter or open swale or ditch depending on development intensity	Curb/gutter or open swale or ditch depending on development intensity
Sidewalks	Possibly, depending on development intensity	Possibly, depending on development intensity	Possibly, depending on development intensity
Parking Lanes	No	Not required	Possibly, depending on development intensity
Design Speed	45 mph	35 mph	25 mph

The minimum width of a road surface that will be considered for public dedication is 24 feet.

All dimensions noted above represent minimum standards. Required dimensions may be greater depending on specific conditions.

TABLE 3
Town and Resort Center Road Design Standards

	<u>Arterial</u>	<u>Collector</u>	<u>Commercial Street</u>	<u>Residential Street</u>	<u>Road</u>	<u>Alley</u>
Function	<u>Traffic movement with limited access for adjacent uses</u>	<u>Traffic movement with limited access for adjacent uses</u>	<u>Access to adjacent high density uses</u>	<u>Access to adjacent moderate to high density uses</u>	<u>Access to adjacent low density uses</u>	<u>Access to adjacent uses; not intended for traffic movement</u>
Rights-of Way	<u>60-120 feet</u>	<u>50-60 feet</u>	<u>65-96 feet</u>	<u>42-60 feet</u>	<u>44-48 feet</u>	<u>12-20 feet</u>
Pavement Width	<u>24-60 feet</u>	<u>24-44 feet</u>	<u>20-36 feet</u>	<u>20-24 feet</u>	<u>20-24 feet</u>	<u>12-20 feet</u>
Shoulder Width	<u>Per AASHTO</u>	<u>Per AASHTO</u>	<u>Per AASHTO</u>	<u>Per AASHTO</u>	<u>2 feet</u>	<u>Per AASHTO</u>
Drainage	<u>Curb/gutter or open swale or ditch depending on development intensity</u>	<u>Curb/gutter or open swale or ditch depending on development intensity</u>	<u>Curb/gutter</u>	<u>Curb/gutter</u>	<u>Curb/gutter or open swale or ditch depending on development intensity</u>	<u>N/A</u>
Sidewalks	<u>Required</u>	<u>Required</u>	<u>Required</u>	<u>Required</u>	<u>Required</u>	<u>N/A</u>
Parking Lanes	<u>No</u>	<u>Possibly</u>	<u>Yes</u>	<u>Yes</u>	<u>Possible</u>	<u>No</u>
Design Speed	<u>45 mph</u>	<u>35 mph</u>	<u>25 mph</u>	<u>25 mph</u>	<u>25 mph</u>	<u>15 mph</u>

The minimum width of a road surface that will be considered for public dedication is 24 feet.

All dimensions noted above represent minimum standards. Required dimensions may be greater depending on specific conditions.

AASHTO = American Association of State & Highway Transportation Officials.

E. Driveway Access:

1. All individual driveway access locations shall be designed to function well with the existing conditions and layout of each residential building. Care shall be taken in locating driveways to allow for the least amount of site and vegetation disturbance. The maximum grade of any driveway shall not exceed ten percent (10%). The minimum width of any driveway shall be twelve feet (12'). Twelve percent (12%) grades may be allowed for short distances not to exceed two hundred fifty feet (250') when approved by PCFSD. Where possible, driveways shall parallel the slope to lessen site impact. Driveways must also conform to the requirements of Title 7, Chapter 1 of this Code.
2. A driveway may provide access to one or more dwelling units, but not more than five (5) dwellings. Driveways serving three (3) or more dwellings must be a minimum of twenty feet (20') in width.
3. Retaining walls shall be used with cuts in excess of ten feet (10'). Cut slopes shall be as specified by a qualified engineer to achieve a stable embankment. Fill areas shall be contoured to two feet (2') horizontal to one foot (1') vertical slopes or flatter as directed by a qualified engineer. If the disturbed areas fail to match existing grade within ten (10) vertical feet, a retaining wall shall be used. Driveway access for all lots may not be from any street or road other than interior roads within the subdivision.
4. All driveways, whether or not locked, must provide a PCFSD approved turnaround for emergency vehicles where the driveway meets the building pad, and every two hundred feet (200') when longer driveways occur.
5. Driveways in excess of two hundred feet (200') and less than twenty feet (20') wide must be provided with turnouts. Driveway turnouts must be an all weather road surface, ten feet (10') wide and thirty feet (30') long. Driveway turnouts to be located as required by PCFSD.

F. Cul-de-Sacs:

1. The maximum length of a cul-de-sac on any non-rural designated road, as defined in Subsection D of this Section, shall be six hundred feet (600').
2. The maximum length of a cul-de-sac on a rural designated road, as defined in Subsection D of this Section, shall be as follows, unless

other lengths are agreed to by PCFSD. The length of these cul-de-sacs shall be based on the wildfire hazard rating of the surrounding area.

<u>Wildfire Hazard Rating</u>	<u>Maximum Length</u>
Moderate	1,200 feet
High	900 feet
Extreme	500 feet

3. The cul-de-sac shall not be less than sixty feet (60') in diameter, or as required by the Park City Fire Service District and County Engineer. Public roads having a cul-de-sac shall not be less than ninety feet (90') in diameter, unless otherwise approved by the County Manager.
4. A hammerhead cul-de-sac design may be allowed in certain instances.
5. All cul-de-sacs must include signage indicating that the road is a dead end road within fifty feet (50') of the outlet. In addition, two (2) signs will be placed on the connecting road indicating that the "next turn is a dead end road".
6. Project designs including cul-de-sacs within developments where local roads are dedicated for public maintenance are discouraged.

G. Road Base Specifications:

1. All roads shall be designed by a qualified engineer. A geotechnical report supporting pavement design shall be required.
2. All roads shall have a base capable of supporting a gross vehicle weight of at least forty thousand (40,000) pounds. The County Engineer may require additional support base depending on the specific function and traffic volumes anticipated on the roadway.
3. All roads shall include compacted road base, covered with either concrete or asphalt material, with the exception of emergency access roads, which may be compacted gravel or road base. Roads must meet all applicable County design standards.
4. All road surfaces must be capable of providing all weather, year around access, with the exception of emergency access road in mountain/remote areas and areas that contain sensitive lands (SL), where emergency access roads must provide only summer access.

H. **Bridges and Culverts:** Bridges and culverts will be constructed to support a gross vehicle weight of forty thousand (40,000) pounds; vehicle load limits will be posted. Permanent culverts will be installed at all intermittent and perennial stream crossings. Specifications for bridges, culverts and other stream crossing devices will take into account at least the 25-year frequency storm and upstream debris hazard. If the development is within the 100-year floodplain, then 100-year frequency storm shall be used in drainage design.

I. **Traffic Control and Street Signage:**

1. All roads will be designated with road names, and signs will be installed at each major road intersection. All lots and/or home sites will be visibly signed with street addresses and numbered as such or at the beginning of the driveway. Emergency access road shall be clearly identified.
2. All roads shall be named or numbered in accord with the County's addressing system and road identification signs in accordance with County standards and specifications. All permitted structures for residential, commercial and industrial uses shall post addresses prior to occupancy.
3. A developer shall be responsible for the expense of constructing and placing traffic control signs, as follows:
 - a. Stop signs shall be placed at all intersections of arterials; of collectors and arterials; and when appropriate, as determined by the County Engineer, local streets/roads and collectors.
 - b. Yield signs shall be required at the intersection of all other streets and roads when determined appropriate by the County Engineer.

J. **Road Maintenance:**

1. **Snow Removal and Road Maintenance:** Snow removal and road maintenance on private roads will be the responsibility of the respective homeowners' association and/or homeowners and will be noted as such on the recorded plat.
2. Roads intended to be owned and maintained by the County will not be accepted by the County for such purposes until adequate tax revenues accrue to the County from the development to pay the cost of all related road maintenance services for the roadway, in

addition to other applicable County services for the development, or unless the County determines that there are compelling reasons to accept responsibility for the road in the absence of adequate tax revenues. Road maintenance and snow removal services shall be provided in accordance with the appropriate County ordinances.

K. Level of Service Standards:

1. No development application may be approved which causes a reduction in the level of service for any road below the adopted level of service as set forth in this Title and the General Plan, as such may be amended from time to time.
2. The operational character that shall be maintained for roadways and intersections in the Snyderville Basin shall be a level of service C for County roads and intersections and a Level of Service D for State roads. "Level of service" is as defined by the transportation research board, highway capacity manual (special report 209, 1985).
3. The applicant shall make an offer of dedication of any rights of way which are within but will not serve a development, and which are necessary to effectively link the proposed development with future major roads or future developments, or to prevent the "land locking" of adjoining properties or to provide the best possible long term circulation pattern prior to approval of a final subdivision plat or final site plan.
4. The dedication of the wider rights of way necessary to facilitate road improvements called for in the County Transportation Plan in response to a request from the Board of Commission, is required.

L. Sidewalks:

1. Sidewalks, pedestrian walkways or non-motorized trails necessary (as recommended by County Engineer) for adequate internal circulation within a development shall be provided. Sidewalks shall be provided in appropriate locations as specified in Tables 1 thru 3 identified in this Chapter.
2. Sidewalks, walkways and trails shall be designed and constructed to the specifications provided by the County Engineer.

M. Pedestrian Non-motorized Trail Systems:

1. Pedestrian walkways or non-motorized trails necessary as

recommended by the Snyderville Basin Special Recreation District.

2. Developments shall provide portions of the communitywide trails system running through their site. Trail construction shall be consistent with the design guidelines of the Snyderville Basin Recreation District and the General Plan Trails Master Plan and Communitywide Trail System Development Standards.
3. Developments shall connect an internal trail system to communitywide trail system where possible. Walkways and/or sidewalks necessary for adequate internal pedestrian circulation within a development shall not be counted as internal trail system of a development, where connected to major trails. The space dedicated in trails shall be included in the calculation of the open space provided, even though the trail surfaces are impervious. (Ord. 323, 3-9-1998)

10-4-11: PUBLIC UTILITIES:

- A. **Evidentiary Letters Required:** A letter shall be obtained from each public utility company that will provide service to the development stating its ability and commitment to provide service to the proposed development before SPA plan, final subdivision plan or final site plan approval will be granted by the County. Evidentiary letters shall include a statement that the utility presently has both adequate capacity and, based on plans submitted by the developer, adequate rights of way or easements to provide services.
- B. **Underground Utilities:** All utilities shall be placed underground unless it is determined by the County, with input from the service provider, that special conditions, other than cost, exist which should permit the utility to be installed aboveground. (Ord. 323, 3-9-1998)
- C. **Gas Service:** Natural gas service may be installed at the developer's option. Propane use must conform to all applicable provisions of the international fire code. (Ord. 323, 3-9-1998; amd. 2004 Code)
- D. **Rights-of-Way, Easements:** Rights-of-way or easements shall be provided as required by the utilities serving the proposed development.
- E. **Installation Prior to Road Surfacing:** Underground utility services shall be installed to the property line of each lot before roads are surfaced. (Ord. 323, 3-9-1998)

10-4-12: MAIL DELIVERY:

Locations for proposed mail delivery should be shown on the final subdivision plat/site plan. The U.S. Postmaster must provide written approval of the proposed locations. In some cases, central mail delivery within a postmaster kiosk may be located outside of the development boundaries on a paved road. (Ord. 323, 3-9-1998)

10-4-13: SCHOOL CAPACITY:

The applicant shall submit a school impact analysis with the application for development approval. The capacity of schools within the impact area shall be calculated in accordance with Utah Administrative Code rule 278-458-3, as such may be amended from time to time, or an equivalent service level as may be established by the school district. All residential developments where public maintenance is anticipated shall provide adequate school bus loading and turnaround areas, as evidenced by a written statement from the school district. The determination by the school district that capacity is not available may be a factor which the County may take into consideration, but in no case shall it act as a bar to the County's decision to approve a project or development. (Ord. 323, 3-9-1998)

10-4-14: GARBAGE COLLECTION:

- A. Approval Required: Open Burning Prohibited: Locations and conceptual design for proposed central garbage collection perimeter shelter for the containers will be shown on the plat or site plan drawings. Written approval of the proposed locations will be obtained by the County Garbage Collection Contractor. In some cases, central garbage collection may be located outside of the development boundaries on a paved road. Open burning of building materials, rubbish or garbage will be prohibited.
- B. Plat or Site Plan Note Required: Each final subdivision plat or final site plan for a development in an area zoned Mountain Remote designated on the zoning map shall include the following note on the plat. A Conditional Use or Low Impact Permit issued for development in these areas shall include, as a condition of approval, the requirement that the applicant acknowledge in writing (titled a "memorandum of understanding") the following:

The property owner acknowledges that he/she is building in a location that is far removed from the primary Summit County service areas. As such, the property is on notice that there is limited access, infrastructure, and public services in the area. Some services, which include, but are not limited to, garbage pick up and school bus service, may not be provided. Emergency response time will be longer than it is in more accessible areas, and access by emergency

vehicles may be impossible at times due to snow and road conditions. The owner understands and acknowledges that there may be infrastructure in these remote locations that does not meet adopted County Infrastructure Standards. It is the intent of Summit County to attempt to continue to provide the existing variety, scale, and frequency of public services and infrastructure for all existing and new development in these remote areas of the Snyderville Basin. It is not the intent of Summit County to increase the variety, scale and frequency of public services and infrastructure, or to provide urban levels of service and infrastructure in these areas. By this notice, the property owner assumes the risk of occupancy as outlined above, and is hereby put on notice that there are no anticipated changes in the levels of service or infrastructure by either Summit County or the appropriate special service district, nor does the property owner expect changes beyond those identified herein.

(Ord. 323, 3-9-1998)

10-4-15: SNOW REMOVAL AND STORAGE:

- A. Adequate Area Required: Developments shall provide adequate area for snow removal and storage.
- B. Plat Note and Memorandum of Understanding Required: The plat note or memorandum of understanding described in Subsection 10-4-14B of this Chapter shall be required. (Ord. 323, 3-9-1998)

10-4-16: POLICE AND SECURITY:

- A. Access Required: Developments shall provide adequate access for law enforcement purposes. Prior to submitting an application for development approval, the applicant shall obtain certification as to compliance with this standard by the County Sheriff's Department.
- B. Plat Note and Memorandum of Understanding Required: The plat note or memorandum of understanding described in Subsection 10-4-14B of this Chapter shall be required. (Ord. 323, 3-9-1998)

10-4-17: PARKS AND TRAILS:

- A. Required: All development shall provide neighborhood park facilities in a manner that is sufficient to meet the specific recreational demands that will be generated by a development. In certain instances, cash in lieu of land

and facilities may be permitted.

- B. **Compliance with Standards:** Neighborhood recreational land (parks), facilities and trails, when provided, shall be in compliance with applicable standards of the Snyderville Basin Special Recreation District.
- C. **Maintenance:** The long term care of neighborhood recreation lands (parks) and facilities shall be the responsibility of the developer or a homeowners'/property owners' association.
- D. **Impacts Mitigated:** A development shall mitigate its impacts on the community park and trail system of the Snyderville Basin in a manner consistent with this Title and the General Plan. (Ord. 323, 3-9-1998; amd. 2004 Code)

10-4-18: ADA ACCESS:

All buildings intended for public use shall be accessible to the disabled, as per the requirements of the International Building Code and the Americans With Disabilities Act, as amended. (Ord. 323, 3-9-1998; amd. 2004 Code)

10-4-19: SPECIAL SITE DESIGN REQUIREMENTS:

The criteria in this Section serve the public interest by requiring that the design of developments in the Snyderville Basin be compatible with the natural, rural characteristics of their setting and with the image of the area which helps to support its resort economy. The design policies also help to reduce the potential for land use conflicts by encouraging the protection of privacy and of scenic views.

- A. **Integration of Development:** Development in the Snyderville Basin shall be integrated in a manner that is consistent with the General Plan to promote more complete and functional neighborhood, community and resort areas. Integration shall be accomplished through, among other things, pedestrian and vehicular circulation, visual, open space, and other linkages and design techniques. A piecemeal approach to planning and development, where individual development parcels are designed and constructed without adequate integration opportunities with surrounding areas, will not be permitted.
- B. **Existing Uses:** Developments shall not limit the viability of existing agricultural, industrial or mining uses. Limits to the viability of existing uses could include, without being limited to, potential nuisance or liability suits, adverse impacts on existing irrigation ditches, predation on stock by domestic dogs, and traffic conflicts with farm machinery or mining

equipment.

- C. Privacy: Developments shall protect on site privacy and the privacy of those occupying adjacent sites. Privacy may be protected through setbacks, buffering, screening or structural elements, and other design tactics.
- D. Building Site Plan: Building site plans for single-family detached residential development shall provide the locations for the proposed building envelopes and associated driveways when there are sensitive areas on the individual lots. In certain instances, the recordation plat for the development may show multiple approved building envelope locations for each lot. At the time of building permit issuance, the lot owner shall choose one of the building envelopes and lose the other alternatives. The practice of selecting one and removing the remaining building envelopes for further development consideration shall be described on the plat. (Ord. 323, 3-9-1998)
- E. Number of Single-Family Detached Dwellings on A Lot: One single-family detached dwelling only will be permitted on a "lot" as defined in this Title, except where specifically allowed in an approved SPA plan or when permitted accessory residential structures are allowed by this Title.
- F. Intersecting Streets and Clear Visibility: On any corner lot, a clear view area must be maintained. This is a triangular area formed by the property lines abutting the street and a line connecting them at points twenty five feet from the intersection of the street lines. No obstruction to view in excess of two feet in height shall be placed in the clear view area, including walls, fences, structures, signs, trees, shrubs, or hedges. When topography presents a clear view, the area shall be graded to provide visual clearance.
- G. Front, Side and Rear Yards: Every part of the required front, side or rear yard shall be open and unobstructed by any above grade object or portion of the structure, excluding uncovered stairs and roof eaves in accordance with Chapter 11 of this Title and fences and retaining walls in accordance with provision I of this Chapter.
- H. Single-Family Detached Dwelling Design Elements: Developments comprised of single-family detached dwelling units may provide for individual dwelling design review through restrictive covenants for compatibility of building materials, size, color and style, and other architectural standards required herein. The CC&Rs shall include provisions that ensure general design compatibility with the applicable provisions of Section 10-4-20 of this Chapter (Ord. 323, 3-9-1998). Summit County will only ensure that the individual buildings comply with

the CCR's or Design Guidelines for a specific development if it is so specified in a Development Agreement, Consent Agreement, Settlement Agreement, or by a note on a recorded plat.

I. Fences and Retaining Walls:

1. Front Setback: Fences and retaining walls enclosing all or part of the front yard setback adjacent to a street shall not be constructed or maintained at a height greater than four feet (4'). Fences and retaining walls shall be setback at least one foot (1') from the front property line. In the case of a corner lot, fences and retaining walls shall comply with Section 10-4-19, G of this Title.
2. Side/Rear Setback: Fences and retaining walls may be constructed upon the property line separating the lot from adjacent properties.
3. Building Permit Required: Any fence or retaining wall greater than six feet (6') in height requires a building permit.

10-4-20: ARCHITECTURAL REGULATIONS FOR ALL STRUCTURES:

These regulations are intended to guide the architectural character of all buildings. They are intended to ensure unity in "function", the relationship of the spaces that meet specific needs, "structure", including the method used to enclose the space, and "beauty" or the artistic character. They are intended to allow and promote creativity in design within the context of a mountain character that is desired in the Snyderville Basin. Variety, interest and elegance in architectural designs shall be incorporated into all designs. All designs shall also be compatible with the desired mountain design character as indicated in these standards and described in the General Plan.

- A. Prohibited Architectural Styles and Motifs: The following architectural styles and motifs are not permitted. Any style that is determined to represent an extreme statement of the architectural style or period is not appropriate.
1. A-frame structures.
 2. Geodesic dome structures.
 3. Mediterranean motifs.
 4. Tudor or mock Tudor styles.
 5. Swiss chalet or Tyrolean motifs.

6. "Ornate" Victorian.
7. Colonial.
8. Quonset Style.
9. Yurts over 2,000 square feet
10. Standard prefabricated corporate/business structures, such as, but not limited to, metal, corporate colored gasoline island canopies and building facades, typically found in other areas unless specifically found to be compatible with these requirements.
11. The use of same template or repetitive architecture within the same large scale building and/or the mere copying of adjacent building architecture or form.
12. Other overstated historical or period design motifs, such as the egregious use of mining or barn style architecture, or that have a strong connection or association with other regions or that are not representative of an alpine environment.

B. Siding Materials:

1. The siding materials considered most typical of the mountain environment are wood siding, log, heavy timber and glu-lam materials, native stone and lichen rock, and stucco. These principal materials shall be incorporated in each building design in a manner that is consistent with the design objectives herein. Appropriate use of other materials not identified in Subsection B5 of this Section will be considered by the County. Concrete products that replicate angular native stone are discouraged but may be permitted only if approved through the review process.
2. No single wall shall contain a single or predominate treatment, but shall include an appropriate balance of the desired principal materials identified in Subsection B1 of this Section.
3. Colored, textured, or split faced concrete block is strongly discouraged. If it is permitted, there must be an appropriate balance of siding materials described in Subsection B1 of this Section incorporated in the design and only when the principal design materials described in Subsection B1 of this Section are included on those portions of all buildings seen from roadways and other public areas. At any rate, the use of colored, textured, or split faced concrete shall be minimized. Special consideration will be given to

industrial buildings only, so long as supplemental materials and sufficient landscape materials are used to break up the uniform look of the architectural block.

4. The application of a stone wainscot on the lower base of the building as the only stone application is discouraged. The design may include such wainscot applications only when applied in other areas of the buildings, such as at entry points, prominent walls, and other similar applications.
 5. The following materials have proved to be unsuitable for use in this area due to the extreme climate, incompatibility with the mountain environment, or because their appearance is such that the values of adjoining or abutting properties are adversely affected. These materials are to be limited in use or prohibited. Materials labeled as discouraged may only be used if specifically approved by the County Manager:
 - a. Slump block, weeping mortar - prohibited.
 - b. Plastic or vinyl siding - discouraged.
 - c. Plain concrete block - prohibited.
 - d. Colored or architectural concrete block - discouraged.
 - e. Fish scale cut shingles - discouraged.
 - f. Match stick wood or other inlays - discouraged.
 - g. Lava rocks, clinkers - prohibited.
 - h. Half timbered stucco - discouraged.
 - i. Asphalt or hardboard siding - prohibited.
 - j. Plywood siding - prohibited.
 - k. Aluminum siding - discouraged.
 - l. Tension membrane – prohibited.
- C. Exterior Wall Architecture: Some buildings are visible from more than one public area, such as a roadway, a public parking lot, a park, or residential area. In these instances, the wall treatment on all such sides of a building shall be of a character and quality as the image presented on the front

side of the building.

D. Exterior Wall Appurtenances:

1. Features such as awnings, flower boxes, balconies, exterior decks, and other similar enhancements shall be considered. However, the color, use of logos and words, and number of such features will not be allowed to over decorate the wall. Exterior decks, when incorporated on an exterior wall, shall be of sufficient size to suggest depth and shall be scaled appropriately to the overall size of the building.
2. The mass of the balusters and the railings, when used, should be a substantial visual element of the buildings design. Balusters and railings should be designed in a simple, straight forward manner. Ornate balusters and railing suggesting Swiss or historic motifs are prohibited.
3. Balconies shall be designed to prevent snow accumulation, interior leaks and icicle buildup. They shall be located so that neither snow nor ice falling on or from them can endanger passersby.

E. Color Palette and Texture:

1. The predominate tones shall be colors selected from warm earthy tones or a muted natural color and light to dark shades of wood. The colors found in the mountain forest canopy, the meadow grasses, and hillside vegetation is appropriate.
2. A uniform color and texture for walls is not acceptable. While color and texture changes shall be accomplished through the use of various principal materials described in Subsection B1 of this Section, accent colors should be used. Such colors shall be compatible with the predominate color tones of the building and shall not be used as attention getting (advertising) devices.
3. Primary and closely related colors are strongly discouraged.

F. Roof Materials:

1. Complimentary Materials: The materials used on a pitched roof shall compliment the building design and encourage compatibility with the surrounding environment. The color of materials on a flat roof shall blend with the color of surrounding vegetation. Primary and closely related colors are not permitted.

2. Prohibited Materials: The following materials are prohibited on any roof:
 - a. Reflective materials (the color and slope of metal roofs shall be carefully considered since steeper slopes may increase reflectivity).
 - b. Any bright colored or highly visible material.

G. Roof Shapes:

1. In immediately adjacent buildings, groups or clusters, particularly in a town or resort center, a general roof shape should predominate, but not constitute the only shape in the group. The predominate roof shape should be set by existing adjacent buildings. Subsequent adjacent developments are expected to adhere to their precedents unless there are compelling reasons not to follow this example. Such an instance is where smaller commercial structures will be constructed adjacent to a larger scale, flat roof building. In this instance, the smaller buildings shall consider an appropriately pitched roof, or a mix of flat and pitched styles.
2. Where a pitched roof is provided on larger multiple-family, commercial or industrial structures, overhangs of at least thirty six inches (36") shall be provided. Overhangs of greater size may be required to ensure that they are appropriately scaled to the size of the building.
3. Large unbroken expanses of roof area shall not be permitted.
4. Roof design techniques may be required on two (2) and three (3) story buildings that help to minimize the scale of the building (i.e., extending the eaves line below the ceiling level of the upper story). The basis for using such techniques will depend on the visibility of the building from public roadways and pedestrian areas.
5. The following roof shapes are prohibited:
 - a. Geodesic domes.
 - b. Conical roofs.
 - c. Onion dome roofs.
 - d. A-frame or modified A-frame roofs.

- e. Semi-circular arching roofs, except for yurts under 2,000 square feet.
- H. **Mechanical Equipment on Roofs:** Mechanical equipment on a roof must be hidden with a visual barrier so it is not readily visible from adjacent properties or public roadways, parks or other public spaces. All rooftop mechanical equipment shall be painted or coated with an appropriate color to blend with other rooftop materials and minimize visual impacts.
- I. **Roof Appurtenances:** Features including, but not limited to, shed dormers, gable dormers, hip dormers and/or articulation of the roof shall be considered on pitched roofs to add visual interest and character. Such features may be required on large pitched roofs as a means to minimize the massiveness of the roof. When provided, dormers shall be in scale with the roof on which they are located. However, dormers and other similar features shall not be allowed to over decorate the exterior appearance.
- J. **Window and Door Treatments:**
 - 1. Architecturally significant window treatment is encouraged, particularly where there is an associated pedestrian streetscape in town and resort centers. Such treatment is also encouraged in other buildings and complexes of buildings to minimize the repetitive nature of a uniform window treatment.
 - 2. Untreated aluminum or metal window frames are prohibited. Windows shall be adequately trimmed on the exterior and the size of the trim shall be in scale with the building facade. In most instances larger trim will be required as the scale of the building facade increases.
 - 3. An area containing a large amount of window surface shall not be flush with the plane of the principle facade. The amount of offset shall be commensurate with the amount of window surface (the more window surface the greater the offset).
 - 4. Careful consideration should be given to the ratio of solid wall area to window area. Inappropriate ratios will not be permitted. In certain instances, larger and smaller windows should be used on a facade. Window selection and placement shall avoid the monotony of many identical windows or the confusion of too much variation in the windows.
 - 5. Treatments which obscure the visual distinction between windows and walls are not permitted.

6. Smokey or tinted windows are permitted, while mirrored glass is not permitted.

K. Facade Length and Variations:

1. All walls described in Subsection C of this Section that are greater than sixty feet (60') in length, but less than one hundred feet (100') in length, must exhibit a prominent shift in the facade of the structure so that no greater than seventy five percent (75%) of the length of the facade appears linear. The shift shall be in the form of at least a ten foot (10') change in facade alignment. A series of shifts may be appropriate; provided, that the cumulative offset is at least ten feet (10'). A combination of both a roofline and facade change is encouraged, particularly when they occur at the same point.
2. All walls described in Subsection C of this Section that exceed one hundred feet (100') in length shall provide a prominent shift in the mass of the structure so that no greater than seventy five percent (75%) of the length of the facade appears unbroken. The shift or series of shifts in height and/or alignment that reflect a change in function and scale is required. A shift shall be in the form of at least a fifteen foot (15') change in facade alignment. A combination of both a roofline and facade change is encouraged, particularly when they occur at the same point on the facade. A series of shifts may be appropriate; provided, that the cumulative offset is at least fifteen feet (15').
3. The required shift in facade alignment shall not be created by add-on features such as porticos, porte cocheres, exterior vestibules, decks, and other similar features.
4. Any long horizontal building shall include vertical design elements to break up the building mass. The number and scale of such elements shall be commensurate with the length of the facade.
5. Required vertical and horizontal elements shall not be created by using paint schemes on the siding material.
6. Commercial structures comprised of various tenant spaces shall emphasize the individuality of units by variation in rooflines and/or walls or other appropriate design techniques.

- L. Prototypical Structures: While prototype designs may be used in a development consisting of a number of structures, it may be necessary to

include an appropriate number of such designs to provide appropriate variety and vitality within a development project, particularly in residential development. Simply using various color schemes or changes in materials selections will not be adequate. Changes in prototype designs shall include, among other things, a variety of roof, facade and window treatments, together with changes in color schemes and materials.

- M. Interpretation of Standards: The above architectural requirements shall be promoted in all applicable building designs. These standards are not meant to encourage the overuse of an existing architectural style or feature. In fact, such practices will be discouraged. These regulations are intended to establish restrictions on a limited number of architectural approaches that are not considered desirable and provide guidance only. Appropriate latitude shall be allowed and creativity promoted to achieve interest and vitality throughout the Snyderville Basin. (Ord. 323, 3-9-1998)

10-4-21: LANDSCAPE REGULATIONS:

- A. Purpose: The purpose of the landscape regulations is to ensure the quality and character of the landscape in the Snyderville Basin reflects the high desert nature of the area by utilizing drought tolerant plants and water conservation techniques. Landscapes should protect and enhance the community's environmental, economic, recreational, and aesthetic resources by promoting efficient use of water, reducing water waste, and establishing a structure for the design, installation, and maintenance of water efficient landscapes
- B. Applicability: This Section shall apply to all new and renovated landscaping for public agency projects, private development projects, and developer-installed landscaping in residential projects which require review by the County. Such review includes specially planned areas, site plan review, conditional use review, low impact review, temporary use review, and building permits issued for exterior modifications to commercial, industrial, and multi-family buildings. This Section also applies to renovations in excess of 20% of the existing landscape.

This Section does not apply to home-owner provided landscape at single-family projects, with the exception of the standards described in Section 10-4-21, E, 9 and Section 10-4-21, F, 8 of this Title, and historic sites which are processed according to Section 10-8-11. In addition, landscapes that are irrigated exclusively with non-potable water, sports fields, turf play areas in public parks, school yards, and golf courses are exempt from Section 10-4-21 E.1; however, all other portions of these regulations are applicable.

Exceptions to these standards may be granted at the Director's discretion

if it is demonstrated that site specific constraints or conditions exist which require innovative design solutions.

- C. Submission Requirements: A Landscape Plan shall be submitted to and approved by the Community Development Department prior to the issuance of any permit.
1. At the time of development application, the application shall include a conceptual planting plan including: existing conditions, general plant sizes and locations, plant massing, water conservation standards, trees to be preserved or removed, and proposed plant species.
 2. Prior to building permit issuance, a complete Landscape Plan shall be submitted to and approved by the Director. The Landscape Plan shall be prepared by a State of Utah registered Landscape Architect or a Landscape Designer certified by the Utah Nursery and Landscape Association. The irrigation plan included with the Landscape Plan shall be prepared by an Irrigation Designer certified by the Irrigation Association or a Landscape Architect. The Landscape Plan shall include the following:
 - a. Project Data Sheet. The project data sheet shall contain the following:
 - (1) Project name and address;
 - (2) Applicant or applicant's agent's name, address, phone, email, and fax number
 - (3) Landscape Designer/Landscape Architect's name, license number, address, phone, email, and fax number; and
 - (4) Landscape contractor's name, address, phone, email, and fax number, if available at the time.
 - (5) The above information may be incorporated into other portions of the landscape plan if necessary
 - b. Planting Plan. A detailed planting plan shall be drawn at a scale that clearly identifies the following:
 - (1) Locations of all plants, a legend with botanical and common names, and size of plants;

- (2) Property lines and street names;
 - (3) Existing and proposed buildings, walls, fences, utilities, easements, impervious surfaces, and other site improvements;
 - (4) Existing plants to be removed or retained;
 - (5) Details and specifications for tree and shrub planting, soil preparation, and other planting work; and
 - (6) Where applicable, specifications for stockpiling and reapplying site topsoil and/or imported topsoil.
- c. Irrigation Plan. A detailed irrigation plan shall be drawn at a scale that clearly identifies the following:
- (1) Layout of irrigation system and a legend summarizing the type and size of all components of the system, including manufacturer name and model numbers;
 - (2) Static water pressure in pounds per square inch (psi) at the point of connection to the public water supply;
 - (3) Flow rate in gallons per minute and design operating pressure in psi for each valve and precipitation rate in inches per hour for each valve with sprinklers; and
 - (4) Installation details for irrigation components.
- d. Grading Plan. A grading plan shall be drawn at the same scale as the planting plan and shall contain the following:
- (1) Property lines and street names, existing and proposed buildings, walls, fences, utilities, easements, impervious surfaces, and other site improvements, and
 - (2) Existing and finished contour lines and spot elevations as necessary for the proposed site improvements.
- e. Soils Report. A Soils report shall be required when landscape areas exceed 2,500 square feet or 33% of the overall disturbed area of a site. The soils report shall be prepared by a qualified soils laboratory and shall describe

the depth, composition, and bulk density of the topsoil and subsoil at the site. The report shall include recommendations for soil amendments which shall be incorporated into the planting plan.

- f. Landscape Cost Estimate and Security. A landscape cost estimate shall be submitted along with a security in the form of a bond or escrow account for 120% of the total cost of the estimate. The security is to ensure the proper installation and maintenance of the landscape and irrigation system. The bond or escrow may be reduced by an amount deemed appropriate when the Director determines the landscape has been adequately installed. The remaining amount shall not be released for at least two years or until the Director determines the landscape is established. The landscape cost estimate and security may be submitted in conjunction with a development improvement agreement between the applicant or owner and the Board of County Commission.
3. Irrigation Schedule. A monthly irrigation schedule shall be prepared that covers the initial 90-day plant establishment period and the typical long-term period. The schedule shall consist of a table with the following information for each valve:
 - a. Plant type (for example, trees, shrubs, native grass, turf);
 - b. Irrigation type (for example, sprinklers, drip, bubblers);
 - c. Flow rate in gallons per minute;
 - d. Precipitation rate in inches per hour (sprinklers only);
 - e. Run times in minutes per day;
 - f. Number of water days per week; and
 - g. Cycle time to avoid runoff.
 4. Certificate of Substantial Completion. Prior to a Certificate of Occupancy issuance, the landscape, including the irrigation system, shall be deemed complete by the Director and a certificate of substantial completion shall be submitted. The certificate of substantial completion shall be completed by the contractor or Landscape Designer/Landscape Architect Designer who prepared the plan and shall indicate that the landscape was installed correctly with healthy plants.

D. General Requirements

1. All areas on a site which are not covered with impervious surfaces or structures shall be landscaped. A landscape area shall be the area as designated on the Landscape Plan which is not covered with impervious surfaces or structures.
2. Hardscape such as stones, benches, arbors, picnic tables, and signs are permitted in a landscape area. Motorized vehicles and merchandise are not permitted in a landscape area.
3. Artificial plants, artificial grass, and other artificial materials are discouraged as a means of achieving a water efficient landscape.

E. Landscape Design Standards

1. **Plant Species and Size:** All disturbed areas shall be amended according to the soils report and re-vegetated according to the approved planting plan.
 - a. Plants selected for landscape areas shall consist of plants that are well-suited to the microclimate and soil conditions at the project site. Native plants which existed on the site prior to development and those in a similar plant community are most appropriate. Turf areas shall be very limited. It is more appropriate to maintain such areas in a natural setting and to use drought tolerant plants.
 - b. Plants chosen for snow storage areas shall be able to tolerate salt and shall be of the type which can accommodate the weight of snow piles.
 - c. Plants designated as a County noxious weed (Ord. 484, 03-18-2004) are not permitted. Plants and seeds shall be clean and reasonably free of weeds and noxious insects and pests.
 - d. Existing vegetation in critical areas, as defined in Section 10-4-3, shall be disturbed only at the Director's discretion. If slopes greater than thirty (30) percent are disturbed, the area shall be landscaped with deep-rooting, water conserving plants for erosion control and soil stabilization.
 - e. Projects which are located at the interface between urban areas and non-irrigated areas shall use extra-drought

tolerant plants which will blend with the native vegetation and are fire resistant or fire retardant. Plants with low fuel volume or high moisture content shall be emphasized. Plants that tend to accumulate excessive amounts of dead wood or debris shall not be permitted.

- f. Areas to be seeded shall be sown at no less than four pounds (4 lbs.) to each one thousand square feet of area. The seed shall be a mix approved by the Director. All seed shall have been tested for germination within one (1) year of the date of seeding, and the date of testing shall be on the label containing the seed analysis.
 - g. Plant size at installation shall be a minimum of two (2) inches in caliper for deciduous trees and a minimum of six (6) feet in height for conifers. Shrubs at installation shall be at least 5 gallon containers and perennials shall be at least 4" pot containers. Plant sizes may be reduced for native vegetation which is unavailable at the minimum size.
2. Landscape Design: Plants with similar water needs shall be grouped together. Careful consideration shall be given to proper planting techniques ensuring that vegetation is planted in proper locations based on microclimate conditions (i.e. sun exposure, wind, water, etc.).
- a. If vegetation is cleared from a site, the clearing created shall maintain a nonlinear edge, with the disturbed portions of the site blending effectively with the undisturbed vegetation.
 - b. Boulders over twelve (12) inches in diameter and berms over six (6) inches shall be prohibited in the right-of-way and shall be at least ten (10) feet from the top back of the curb. Trees, shrubs over two (2) feet, turf, and irrigation system parts shall be placed so that they do not interfere with snow removal or storage. Trees shall not be planted in utility easements without the consent of affected utilities.
 - c. Plants shall be placed so that at maturity they do not interfere with utility lines or road or parking illumination and do not obstruct the sight line from roads and pedestrian trails.
 - d. Berms shall only be provided to serve as a screen or buffer. Berms shall not exceed six (6) feet in height or thirty (30) percent slope. Berms shall not obstruct the sight line from

- roads and pedestrian trails. Berms shall be designed with sufficient grade changes and plants to provide visual relief.
- e. Water bodies for ornamental purposes are not permitted except for water bodies which do not drain into the watershed and have a non-potable water source.
 - f. No trees shall be planted in areas less than two (2) feet in any dimension.
 - g. Areas designed to screen shall include clustered planting areas appropriately distributed to provide an effective screen at maturity.
 - h. The landscape shall be in harmony with the scale and scope of the surrounding architecture and shall be designed to complement and enhance the character of the surrounding area.
 - i. The landscape shall enhance natural features, drainage ways, and environmental resources.
 - j. Landscapes adjacent to meadowlands shall provide periphery landscape to soften the transition between the development and flat, grassy open lands. Plant selection in this area shall be consistent with Section 10-4-21 (E)(1.) (d.).
 - k. The landscape shall preserve and frame views both in and out of the development.
 - l. Trees planted in parking strips should provide summer shade and prevent winter shade.
 - m. Trees installed along roads which are anticipated to be widened in the future shall take into account plans for future road widening so that established trees will not be disturbed during construction.
3. Mulch: After completion of all planting, all irrigated non-turf areas shall be covered with a minimum four (4) inch layer of mulch to retain water, moderate soil temperature, and inhibit weed growth. Non-porous material shall not be placed under the mulch. Extensive use of mulch solely as a decorative element is not permitted. Mulched areas exceeding one hundred (100) square feet shall be planted with appropriate plants to provide coverage within three (3) years. White rocks, painted rocks, and dyed

mulches are prohibited.

4. **Soil Preparation:** Soil preparation shall be suitable to provide healthy growing conditions for the plants and to encourage water infiltration and penetration. Soil preparation shall include scarifying the soil to a minimum depth of six (6) inches and amending the soil per specific recommendations of the Landscape Designer/Landscape Architect based upon the soils report.
5. **Weed Control:** All landscape development which disturbs an area greater than one quarter acre (1/4) which proposes to disturb existing soils and/or import soils, or any development which proposes to export more than 10 (ten) cubic yards of soil shall comply with the Summit County Noxious Weed Act, Ordinance Number 484.
6. **Construction Mitigation:** Existing, healthy vegetation shall be preserved whenever possible. Site disturbance shall be limited in order to maintain existing vegetation.
 - a. All vegetation to be preserved shall be unmistakably delineated from the vegetation to be removed and shall be protected by barriers to at least the drip line of the vegetation. Equipment, material, and debris shall not be placed within the drip line. No attachment or wires of any kind, other than those of a protective nature, shall be attached to vegetation.
 - b. A limit of disturbance area shall be shown on site plans submitted for building permit review. All construction shall be contained within the limits of disturbance area. A fence, separate from an erosion control fence, clearly demarking the area shall be erected before any grading or construction begins and shall remain in place until construction is complete. The fence shall be at least four feet in height and shall be a substantially built protective fence which prohibits vehicular and pedestrian access.
 - c. Topsoil shall only be removed from the site when it is an amount that is in excess of what can be re-distributed on-site after construction. Topsoil shall not be used as spoil, but shall be redistributed so as to provide at least six inches (6") of cover in landscaped areas and at least four inches (4") of cover between the sidewalks and curbs, and shall be stabilized by seeding and planting.

7. **Parking Area Landscaping:** All parking areas with fifteen (15) or more spaces shall be subject to the regulations below.
 - a. Parking areas shall be setback at least the following distances in order to provide a buffer:
 - (1) Thirty (30) feet from road rights-of-way, except for a property access driveway;
 - (2) Thirty (30) feet from side and rear property lines;
 - (3) Ten (10) feet from the facade of a structure.
 - b. Internal landscape shall equal at least 15% of the total parking area.
 - c. Landscape islands shall be a minimum of nine (9) feet in width and shall be landscaped with plants no more than four (4) feet in height or high canopy trees so as to not block sight distance.
 - d. Internal landscape shall be located so that pedestrians are not required to cross landscaped areas without pathways to reach building entrances from parked cars. This should be achieved through proper orientation of islands and spaces.
 - e. Bio-retention systems or other sustainable natural drainage systems which reduce the storm water runoff created by the development and which promote infiltration of the generated storm water into the subsurface are encouraged. Such systems include: storm water planter strips, infiltration swales or trenches, storm water curb extensions, rain gardens, etc. Exceptions to the standards in these landscape regulations may be granted in order to accommodate the design of such systems.
8. **Golf Courses:** All golf courses shall participate in the Audubon International's Signature Program or be designed and managed according to the Audubon Signature Program or a similar certification process. Wastewater reuse is strongly encouraged as allowed by the Utah Code, as amended.
9. **Prohibited Watering Practices:** Washing sidewalks, driveways, parking areas, roads, or other paved areas, except to alleviate immediate fire, health, or safety hazards, is prohibited. The excessive use, loss, or escape of water through breaks, leaks, or

malfunctions in the water user's plumbing for 48 hours after the water user has discovered the break, leak, or malfunction is prohibited.

10. Lights: Lights used to enhance the landscape at night are prohibited.

F. Irrigation Design Standards: All landscape areas shall be provided with adequate irrigation systems. Native grass and wildflower areas may be provided with a temporary irrigation system only.

1. Pressure Regulation. A pressure regulating valve shall be installed and maintained by the consumer if the static service pressure exceeds 80 pounds per square inch (psi). The pressure-regulating valve shall be located between the meter and the first point of water use, or first point of diversion in the pipe, and shall be set at the manufacturer's recommended pressure for the sprinklers.
2. Automatic Controller. All irrigation systems shall include an electric automatic controller with multiple program and multiple repeat cycles capabilities and a flexible calendar program. All controllers shall be equipped with an automatic rain shut-off device.
3. On slopes exceeding 30%, the irrigation system shall consist of drip emitters, bubblers, or sprinklers with a maximum precipitation rate of 0.85 inches per hour.
4. Each valve shall irrigate a landscape with similar watering needs and similar site, slope, and soil conditions. Turf and non-turf areas shall be irrigated on separate valves. Drip emitters and sprinklers shall be placed on separate valves.
5. Drip emitters or a bubbler shall be provided for each tree and large shrub. Bubbler shall not exceed 1.5 gallons per minute per device. Bubblers for trees shall be placed on a separate valve unless specifically exempted by the Director due to the limited number of trees on the project site.
6. Check valves shall be required where elevation differences will cause low-head drainage. Pressure compensating valves and sprinklers shall be required where a significant variation in water pressure will occur within the irrigation system due to elevation differences.
7. Drip irrigation lines shall be underground, except for emitters and where approved as a temporary installation. Filters and end flush

valves shall be provided as necessary.

8. Valves with spray or stream sprinklers shall be scheduled to operate between 6 p.m. and 10 a.m. to reduce water loss from wind and evaporation.
 9. Program valves for multiple repeat cycles where necessary to reduce runoff, particularly on slopes and soils with slow infiltration rates.
- G. **Maintenance:** The owner, tenant, and/or their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape. All landscape shall be properly maintained at all times. This includes, but is not limited to, mowing turf areas of six inches (6") or higher, edging, pruning, fertilizing, watering, weeding, and other such activities common to landscape maintenance. Landscapes areas shall be kept free of trash, litter, weeds, and other such material or plants not part of the landscape. All plants shall be maintained in a healthy condition as is appropriate for the season of the year. Plants which die shall be replaced with plants of a similar variety and size within ninety (90) days. Replacement plantings shall comply with the approved planting plan or alternative plantings as approved by the Director.
- H. **Penalty:** Any violation of any provisions of these regulations shall be a class C Misdemeanor, subject to penalty as provided for in Section 1-4-1 of the County Code of Summit County, Utah. Each day a violation of these regulations continues shall constitute a separate offense, unless otherwise prohibited. The County Attorney reserves the right to enforce these regulations using any of the remedies provided for in the Utah Code, as amended.

10-4-22: LIGHTING REGULATIONS:

- A. **Purpose:** The purpose of this Section is to regulate the use of outdoor artificial illuminating devices emitting undesirable light rays into the night sky, or onto private properties which have a detrimental effect on the rural mountain environment. Standards for controlling lighting and glare are set forth to reduce the annoyance and inconvenience to property owners and traffic hazards to motorists. These standards are intended to allow reasonable enjoyment of adjacent and nearby property by their owners and occupants, while requiring adequate levels of lighting of parking areas.
- B. **Conformance Required:** All outdoor artificial illuminating devices shall be installed in conformance with these regulations.

- C. **Approved Materials and Methods of Installation:** The standards provided herein are intended to prevent the use of any materials or method of installation not specifically prescribed hereunder. Alternatives will be considered by the Director, who may approve such alternatives if they are found to generally comply with the intent of the regulations herein.
1. High pressure sodium is the lamp source that will be utilized throughout the Snyderville Basin for all roadway, pathway, area and building facade illumination. Sport facility lighting is the only application where a metal halide lamp source may be used, subject to the limitations herein.
 2. Any materials or methods of installation not specifically prescribed herein will be evaluated by the Director, as permitted above, for approval. Approval shall be based on providing equivalence to the applicable standards herein and otherwise complying with the intent of these regulations.
 3. No floodlighting shall be permitted.
- D. **Non-conforming Lighting Schemes:**
1. Any development permit that invokes an amendment to an approved SPA plan, a significant change to an approved site plan, or a Certificate of Occupancy shall specify and require that any non-conforming area lighting located within the boundaries of the development site authorized in the original permit shall be brought into conformance with these regulations.
 2. Non-conforming area lighting may be maintained. However, any change to fixtures and poles, beyond simple replacement of expired parts, shall require that the lighting be brought into conformance with the provisions of these regulations.
- E. **Violation and Enforcement:** It shall be unlawful to install or operate an outdoor light fixture in violation of these regulations. Enforcement of any violation of these regulations shall be pursuant to the provisions of this Title.
- F. **Specific Requirements for Lighting Applications and Fixtures:**
1. **Area Lighting:** The following shall apply to area lighting applications such as, but not limited to, parking lots:
 - a. **Wall Mounted Area Lighting:**

- (1) All wall mounted or building mounted fixtures shall not be mounted above twelve feet (12'), as measured from grade directly below the light fixture to the top of the fixture or a horizontal plane being lit by the fixture. The exception shall be those instances where there is second story access directly from the outdoors.
- (2) The fixture shall house a high pressure sodium lamp that shall not exceed one hundred fifty (150) watts.
- (3) The fixture shall be a "full cutoff" variety, where no more than ten percent (10%) of the total lumen output of the fixture will come out at ninety degrees (90°) above the horizontal plane of the fixture from nadir.
- (4) The fixture must shield the lamp in such a way that there will be total cutoff when viewed from sixty feet (60') or more from the light source.
- (5) All light must be directed downward. The washing of the side of the building shall be minimized to the maximum extent possible.
- (6) Timers and motion sensor devices shall be used wherever practical to minimize light pollution within the Snyderville Basin.

b. Pole Top Area Symmetrical Lighting:

- (1) Pole top mounted symmetrical distribution fixtures shall not be mounted more than sixteen feet (16') above grade, as measured to the top of the fixture or a horizontal plane being lit by the fixture. More fixtures mounted at lower heights are preferred to fewer fixtures mounted high in the air.
- (2) The fixture shall house a high pressure sodium lamp, with no more than four hundred (400) watts per pole.
- (3) These fixtures shall be used in interior parking/site installations only, and a full cutoff variety shall be used. No more than ten percent (10%) of the total lumen output of the fixture will come out at ninety degrees (90°) above the horizontal plane of the fixture from nadir.

- (4) The fixtures shall be appropriately spaced so that the foot-candles produced on the ground shall not exceed the following:

Average foot-candles = 2.15 to 3

Maximum foot-candles = 9 or less

Minimum foot-candles = 1.15 or more

Max/min foot-candles = 7.85 or less

- (5) These fixtures shall shield the lamp in such a way that there will be total cutoff when viewed from seventy feet (70') or more from the light source.
- (6) Timers and motion sensor devices shall be used wherever practical to minimize light pollution within the Snyderville Basin.

c. Pole Top Area Asymmetrical Lighting:

- (1) Pole top mounted asymmetrical distribution fixtures shall not be mounted more than sixteen feet (16') above grade, as measured to the top of the fixture or a horizontal plane being lit by the fixture.
- (2) The fixture shall house a high pressure sodium lamp, with no more than four hundred (400) watts per pole.
- (3) These fixtures shall be used in interior parking/site installations only, and a full cutoff variety shall be used. No more than ten percent (10%) of the total lumen output of the fixture will come out at ninety degrees (90°) above the horizontal plane of the fixture from nadir.
- (4) The fixtures shall be appropriately spaced so that the foot-candles produced on the ground shall not exceed the following:

Average foot-candles = 2.15 to 3

Maximum foot-candles = 9 or less

Minimum foot-candles = 1.15 or more

Max/min foot-candles = 7.85 or less

- (5) These fixtures shall shield the lamp in such a way that there will be total cutoff when viewed from seventy feet (70') or more from the light source.

d. Area Lighting; Maximum Levels:

- (1) The maximum point shall not exceed fifteen (15) foot-candles within the circulation area being lit.
- (2) The average light level shall not exceed four (4) foot-candles within the circulation area being lit.
- (3) No more than one foot-candle will be allowed outside of twenty feet (20') beyond the circulation area being lit.
- (4) No more than 0.01 foot-candles shall be allowed to spill beyond the property line of the property within which the area lighting is provided.

e. Walkway/Pathway Symmetrical Lighting:

- (1) All pathway pole top symmetric distribution fixtures shall not be mounted more than ten feet (10') above grade directly below the fixture, as measured to the top of the fixture or a horizontal plane being lit by the fixture.
- (2) The fixture shall house a high pressure sodium lamp, not to exceed one hundred fifty (150) watts per pole. These fixtures can be used down a pathway, at an intersection of the pathway, or at the termination of a pathway. A full cutoff variety shall be used. No more than ten percent (10%) of the total lumen output of the fixture shall be emitted at ninety degrees (90°) above the horizontal plane of the fixture from nadir.
- (3) The fixtures shall be appropriately spaced so that the foot-candles produced on the ground shall not exceed the following:

Average foot-candles = 1.35 to 2

Maximum foot-candles = 5 or less

Minimum foot-candles = 0.55 or more

Max/min foot-candles = 8.5 or less

- (4) These fixtures shall shield the lamp in such a way that there will be total cutoff when viewed from seventy feet (70') or more from the light source.

f. Walkway/Pathway Asymmetrical Lighting:

- (1) All pathway pole top asymmetric distribution fixtures shall not be mounted more than ten feet (10') above grade directly below the fixture, as measured to the top of the fixture or a horizontal plane being lit by the fixture.
- (2) The fixture shall house a high pressure sodium lamp, not to exceed more than one hundred (100) watts per pole. These fixtures can be used down a pathway, at an intersection of the pathway, or at the termination of a pathway. A full cutoff variety shall be used. No more than ten percent (10%) of the total lumen output of the fixture will come out at ninety degrees (90°) above the horizontal plane of the fixture from nadir.
- (3) The fixture should have a die-cast aluminum housing, and shall be a type III distribution pattern.
- (4) These fixtures shall be located an appropriate distance from property boundary in order to ensure light does not inappropriately spill onto adjacent properties. The applicant shall provide a lighting plan to ensure appropriate placement.
- (5) The fixtures shall be appropriately spaced so that the foot-candles produced on the ground shall not exceed the following:

Average foot-candles = 2

Maximum foot-candles = 10 or less

Maximum foot-candles outside of 20 feet of the area being lit = 1 or less

Maximum foot-candles beyond the property line = 0.05 or less; 0.01 or less when the adjacent property is residential.

- (6) These fixtures shall shield the lamp in such a way as so there will be total cutoff when viewed from fifty feet (50') or more from the light source.

g. Walkway Lighting; Maximum Levels:

- (1) The maximum point shall not exceed ten (10) foot-candles within the circulation area being lit.
- (2) The average light level shall not exceed two (2) foot-candles within the circulation area being lit.
- (3) No more than one foot-candle will be allowed outside of twenty feet (20') beyond the circulation area being lit.
- (4) No more than 0.05 foot-candles shall be allowed to spill beyond the property line of the property within which the area lighting is provided, or no more than 0.01 foot-candles when the adjacent property is residential.

h. Roadway Lighting:

- (1) Roadway pole fixtures shall not exceed twenty-five feet (25') in height.
- (2) The fixture should house a high pressure sodium lamp, not to exceed one hundred fifty (150) watts/pole. A full cutoff variety shall be used. No more than ten percent (10%) of the total lumen output of the fixture shall be omitted ninety degrees (90°) above the horizontal plane of the fixture from nadir.
- (3) The fixture should have photometrics so that when used on a fifty foot (50') wide road, and placed on opposing one hundred foot (100') spacings, mounted on a twenty five foot (25') pole with a type III distribution, and one hundred fifty (150) watt high pressure sodium lamp, the following foot-candles should be produced on the roadway:

Average foot-candles = 1.23 or more

Maintained minimum = 0.16 or more

Max/min uniformity = 30 or less

- (4) At forty feet (40') away from the pole, the roadway should not have less than 0.1 horizontal foot-candles minimum maintained at any point on the road, and one vertical foot-candle as measured from ground level to six feet (6') above grade in the middle of the road.
- (5) The fixture should have die-cast aluminum housing, and shall be a type II, III or IV distribution pattern.
- (6) Decorative roadway pole mounted fixtures:
 - (a) Shall not be mounted above fourteen feet (14') above grade.
 - (b) Shall house a high pressure sodium lamp, with no more than one hundred fifty (150) watts/pole.
 - (c) Decorative roadway application fixtures shall utilize highly refractive globes, which have a minimum of eighty five (85) horizontal and three hundred forty-five (345) vertical prisms, to evenly direct the light and evenly diffuse the light source. The fixture should have the ability to have internal light directing reflectors which can be field installed after fixture installation to accommodate customization of the lighting output and/or to redirect unwanted light to the traffic area. (Ord. 323, 3-9-1998)
 - (d) The fixture should have photometrics so that when used on a forty foot (40') wide road, and placed on opposing one hundred twenty five foot (125') spacings, mounted on a fourteen foot (14') pole with a type III distribution, and one hundred fifty (150) watt high pressure sodium lamp, the following foot-candles should be produced on the roadway: (Ord. 323, 3-9-1998; amd. 2004 Code)

Average foot-candles = 1 or more

Maintained minimum = 0.4 or
more

Max/min uniformity = 4.45 or less

- (e) The roadway should not have less than 0.1 horizontal foot-candles minimum maintained at any point on the road, and 1.5 vertical foot-candles as measured from ground level to six feet (6') above grade at forty feet (40') away from the pole in the middle of the road.

i. Building Canopy/Soffit Lighting:

- (1) If lighting an area with fixtures mounted on a canopy, or off of a soffit of a building, the fixture cannot be mounted above twenty feet (20'), as measured from the top of the fixture to the adjacent grade or the horizontal plane being lit by the fixture. Such lighting shall be minimized to the extent possible.
- (2) The fixture should house a high pressure sodium lamp, of no more than one hundred fifty (150) watts.
- (3) The fixtures must be a cutoff variety, whereas no more than ten percent (10%) of the total lumen output of the fixture will come out at ninety degrees (90°) above the horizontal plane of the fixture from nadir.
- (4) Canopy/soffit mounted fixtures should be mounted a minimum distance of seventy feet (70') from the circulation area, or other critical light cutoff boundaries.
- (5) The fixture must shield the lamp in such a way so that if a person is standing seventy feet (70') away from the fixture, there will be total visual cutoff of the lamp.
- (6) The maximum point should not exceed twenty (20) foot-candles within the circulation area being lit.
- (7) The average light level should not exceed ten (10) foot-candles within the circulation area being lit.

- (8) No more than one foot-candle will be allowed outside of twenty feet (20') around the circulation area being lit.
- (9) No more than 0.05 foot-candles will be allowed outside the property lines of the property being lit.
- (10) No more than 0.01 foot-candles should be allowed to spill on any residential property as a result of another party lighting their own property.
- (11) The only exception to above maximums would be in the case of a gas station canopy, whereas the maximum point should not exceed sixty (60) foot-candles, and the average light level should not exceed thirty (30) foot-candles within the boundaries of underneath the canopy. All other restrictions apply.

j. Sports Lighting Applications:

- (1) Sports lighting fixtures should not be mounted above seventy feet (70'), as measured from the top of the fixture to the adjacent grade or the horizontal plane being lit by the fixture.
- (2) The fixture should house a lamp that should not exceed one thousand five hundred (1,500) watts.
- (3) The fixture should be a IES cutoff variety, whereas when aimed at a point that is at a distance of two (2) times their mounted height, the candlepower per one thousand (1,000) lamp lumens does not numerically exceed twenty five (25) (2.5 percent) at an angle of ninety degrees (90°) above nadir (horizontal), and one hundred (100) (10 percent) at a vertical angle of eighty degrees (80°) above nadir. This applies to any lateral angle around the luminaire. The fixture should have a redirecting reflector which reflects high angle rays back into the beam achieving high beam utilization. It should be made of die-cast aluminum, and the lamp should be able to be changed without removal or dismantling of the fixture lens. The ballast should be totally encapsulated in a solid polyester resin compound.

- (4) Lighting for sports fields should be shut off no later than eleven o'clock (11:00) P.M.
 - (5) Specific application of sport lighting may be modified by the Director.
- k. **Building Facade Lighting:** Any proposal for building facade lighting must be approved by the Director. As a general rule it will not be allowed. It may be considered if the following apply:
- (1) The building surface being lit is not in the line of sight of any residential living unit.
 - (2) The average vertical foot-candles on the surface being lit does not exceed the average horizontal foot-candles of the adjoining circulation areas by more than three (3) times, and the maximum point does not exceed twenty (20) foot-candles.
 - (3) The facade lighting shall be turned off by ten o'clock (10:00) P.M. each night, and not turned on until dusk the following day.
- l. **Applications:**
- (1) Any person applying for a building or electrical permit to install outdoor lighting fixtures shall as part of said application submit evidence that the proposed work will comply with this Section.
 - (2) The application shall contain, but not be limited to, the following:
 - (a) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers' specifications and drawings, including sections where required.
 - (b) Description of the illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers' specifications and drawings, including sections where required.

- (c) Photometry data such as that furnished by manufacturers, or similar, showing the angle of cutoff of light emissions for the proposed luminaire.
- (d) Computer generated point to point calculation on a scaled site plan indicating conformance with this Section.
- (e) Such other information as the Community Development Director may determine is necessary to ensure compliance with this Section.

m. Exemptions:

- (1) Lighting necessary for construction or emergencies is exempt from the provisions herein, provided said lighting is temporary and is discontinued immediately upon completion of the construction work or abatement of the emergency necessitating said lighting.
- (2) Fossil fuel light produced directly or indirectly by the combustion of natural gas or other utility type fossil fuels is exempt. (Ord. 323, 3-9-1998)

EXHIBIT F



HEIGHT REGULATIONS:

A. Height Maximum:

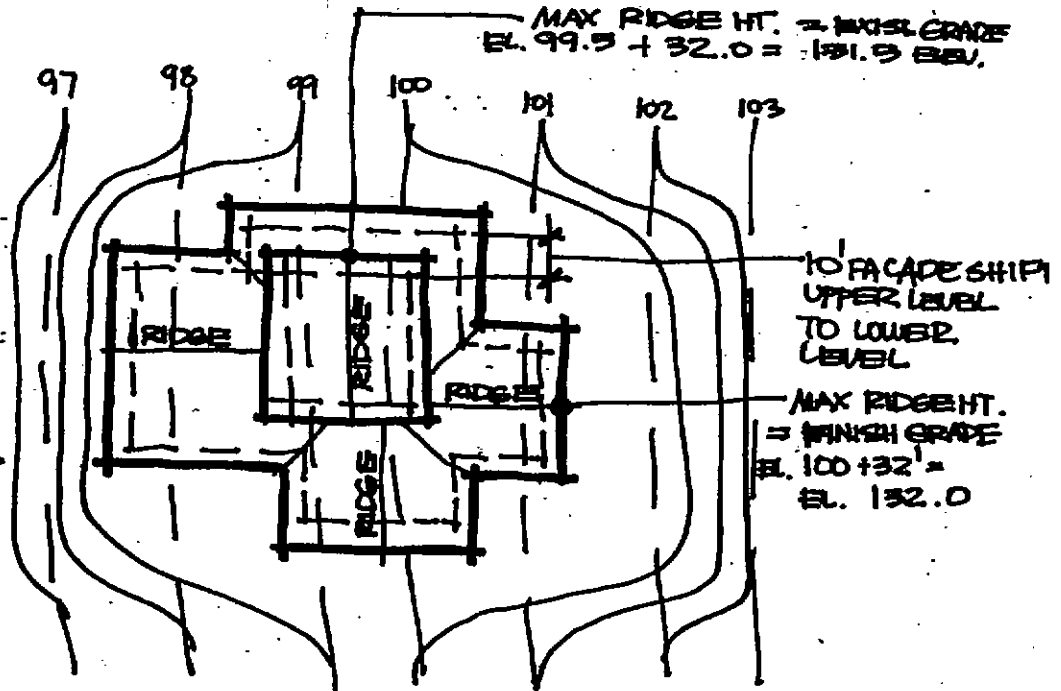
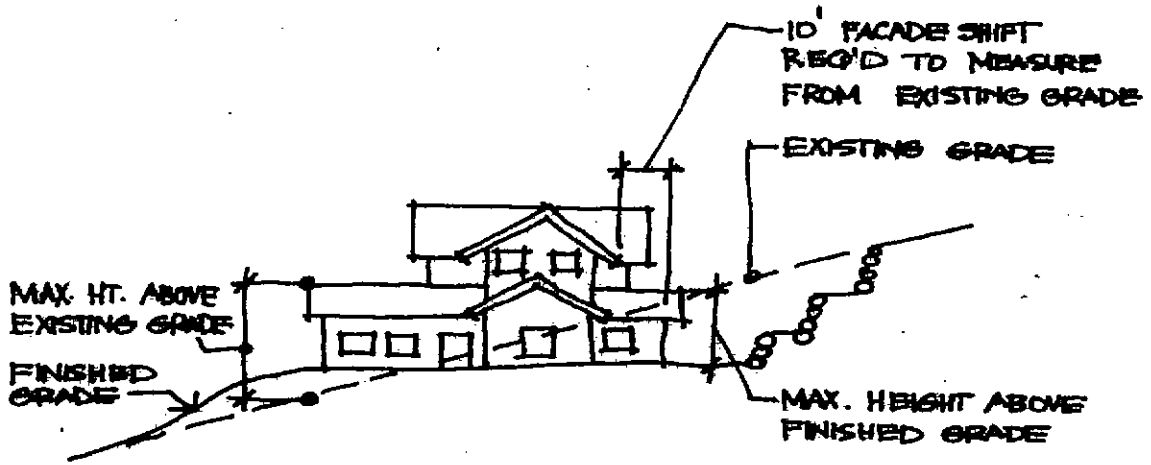
1. Church and Moderate Income Housing Parcels: Building height maximum shall be 45 feet.
2. Research Park parcel: Building height maximum shall be four stories, not to exceed 56 feet (excluding basements which are defined as structures that are more than 50% of which are unexposed to daylight based upon finished grade), except that no building (i) which exceeds 35 feet shall be constructed within 500 feet of SR 224 or (ii) which is in excess of 56 feet shall be constructed on the remaining portion of the Research Park, unless approved by the Planning Commission.

B. Height Measurement: Height of the perimeter of a structure shall be measured from existing grade or finished grade, whichever measurement is greater. Roof ridges in the center of a structure shall be measured from the roof ridge to the existing grade directly below that point. A façade shall shift at least ten (10) feet from the perimeter of the structure to qualify for existing grade measurement. Roof vents, chimneys, furnace vents, plumbing vents, and antennae are exempt from the height regulations. Window wells, basement stairwells, and patios that do not project more than five (5) feet horizontally from the foundation walls are exempt from the height regulations; in some cases more than five (5) feet may be warranted for egress.

C. Height Submission Requirements: The following information shall be shown on plans submitted for building permit consideration:

1. Site plans shall show a benchmark elevation that is a fixed point, i.e. manhole cover, top back of curb at property line, or storm grate opening in curb.
2. Site plans for residential buildings shall show the height of top of foundation at four separate locations along with garage floor, main living level, and roof ridge elevations in relationship to the benchmark elevation. Site plans for commercial buildings shall show height of top of foundation of at least four corners of the building.
3. Site plans shall show existing and finished grades. Existing grade lines shall be depicted by dashed lines. Finished grade lines shall be depicted by solid lines.

4. Elevation drawings shall show finished and existing grades. Grade lines shall show how existing and finished grades would strike the building.
 5. The Director may request more information as needed.
- D. Certificate of Elevation: A certificate of elevation prepared by a licensed Land Surveyor shall be submitted after the foundation has been poured and before framing. The certificate of elevation shall show the same foundation height as shown on the submitted site plan.



Building Height— Similar to Existing Pattern

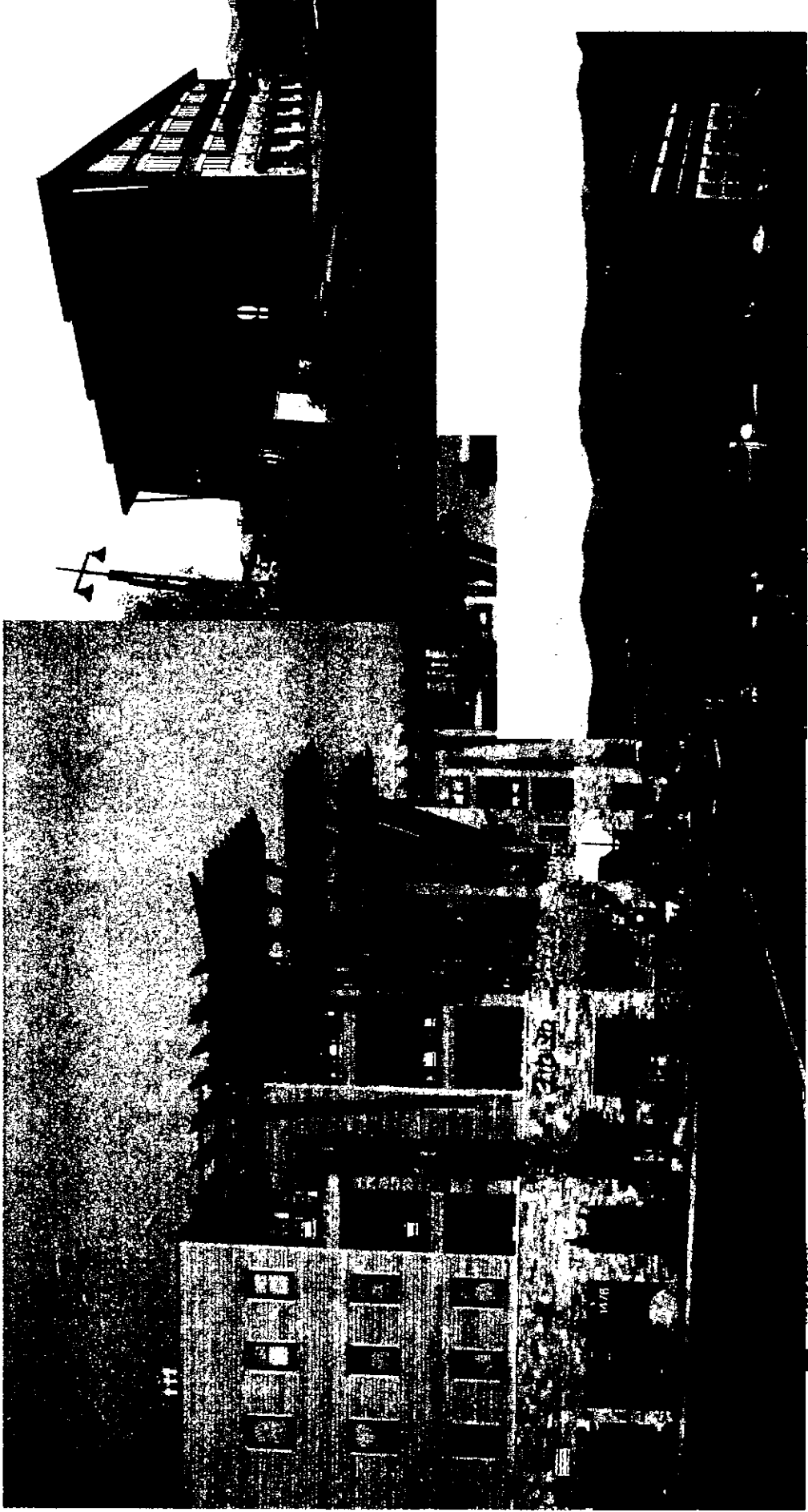


EXHIBIT G



MARK 1

EXHIBIT H





Land Use



EXHIBIT I



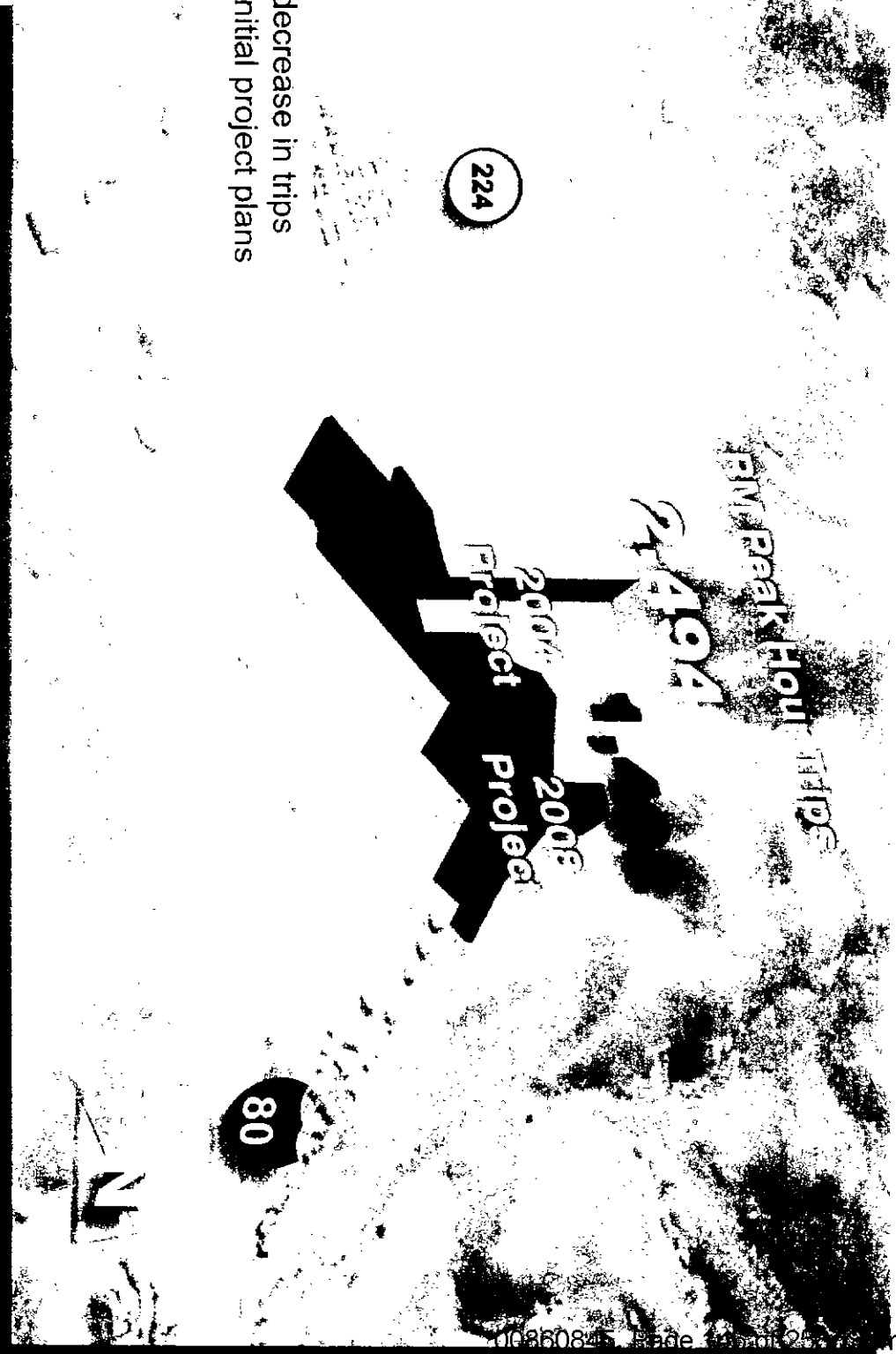
EXHIBIT I

Preliminary Transportation Analysis



Trip Generation

- 44% decrease in trips from initial project plans



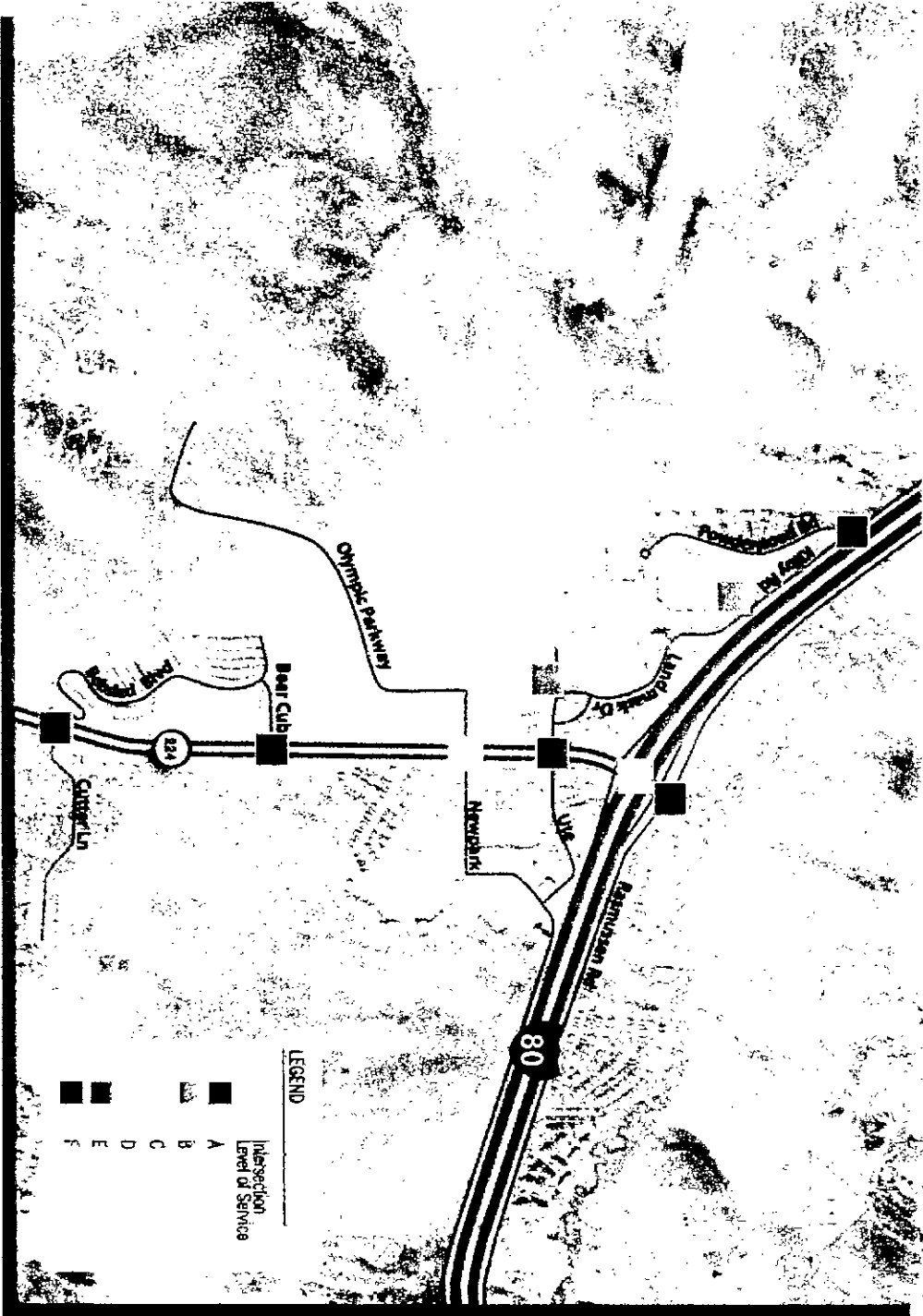
Regional Trip Distribution



Local Trip Distribution



Existing Conditions

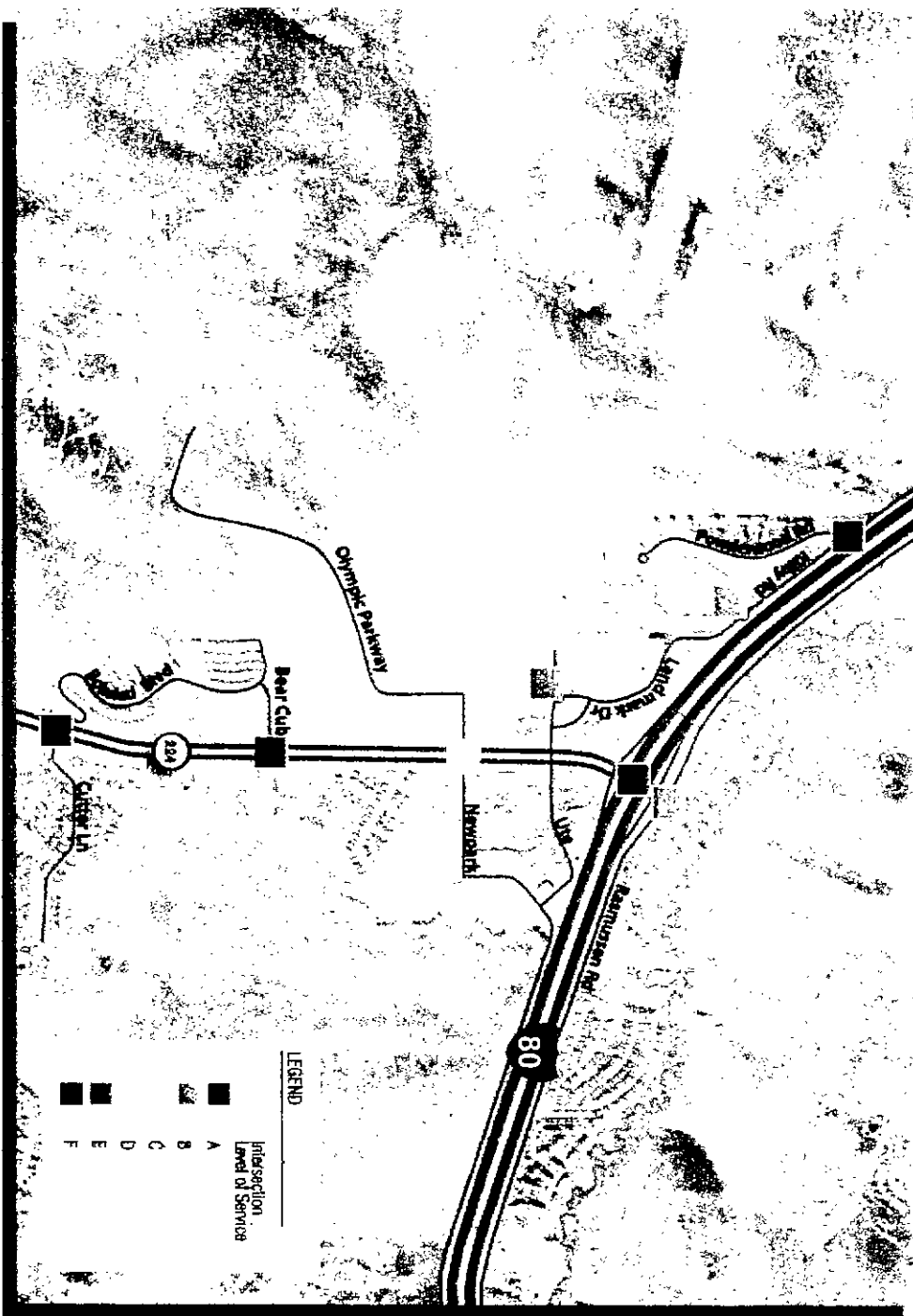


Snyderville Basin Transportation Master Plan Future Improvements

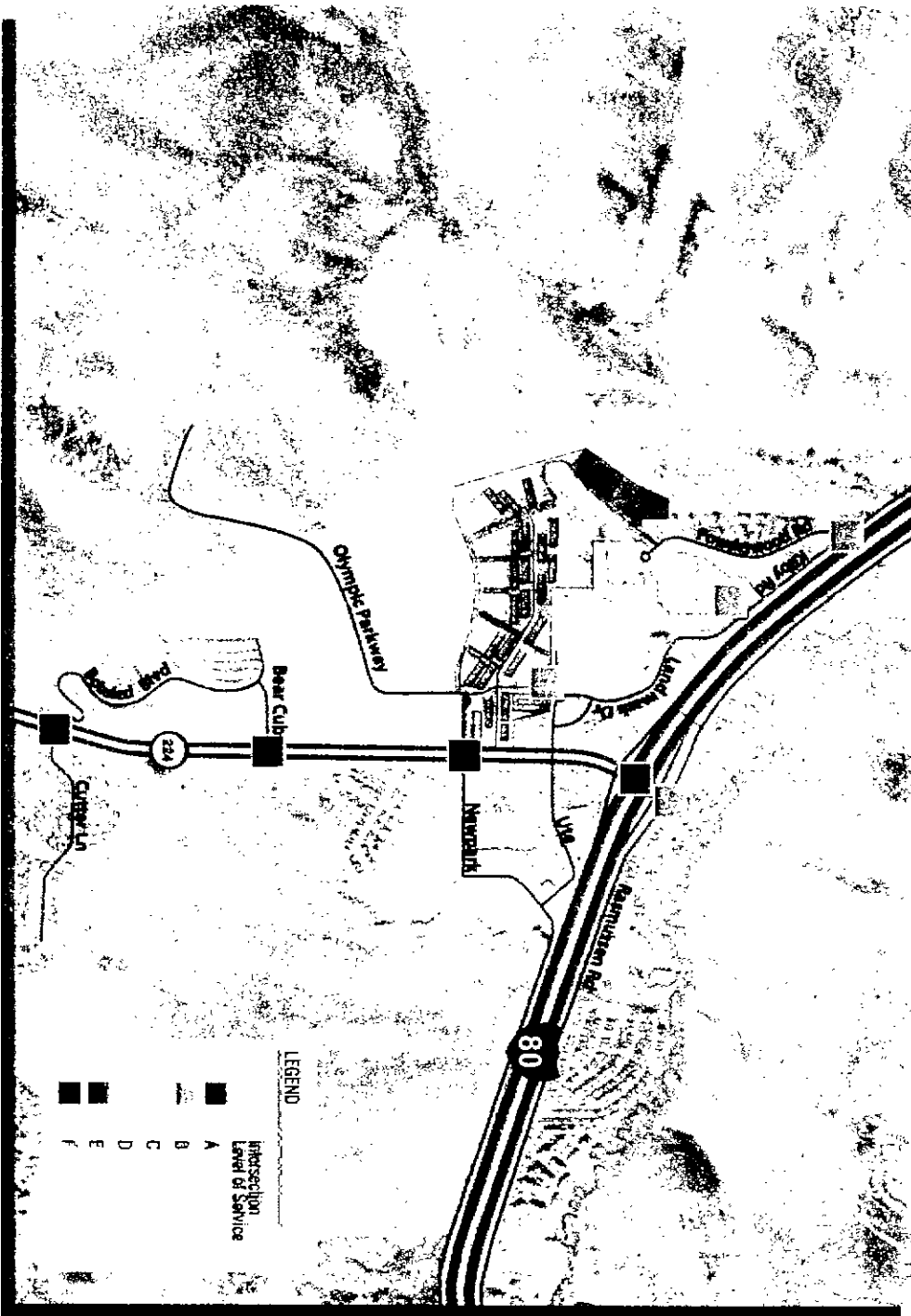
- Kilby/I-80 Interchange
- Rassmussen - widen
- Kilby Rd - widen
- Enhance roundabout / signalize
- Powderwood Drive extension
- Landmark - widen to Factory Stores
- Connect Landmark to Olympic Parkway
- SR-224 – widen from I-80 to Canyons



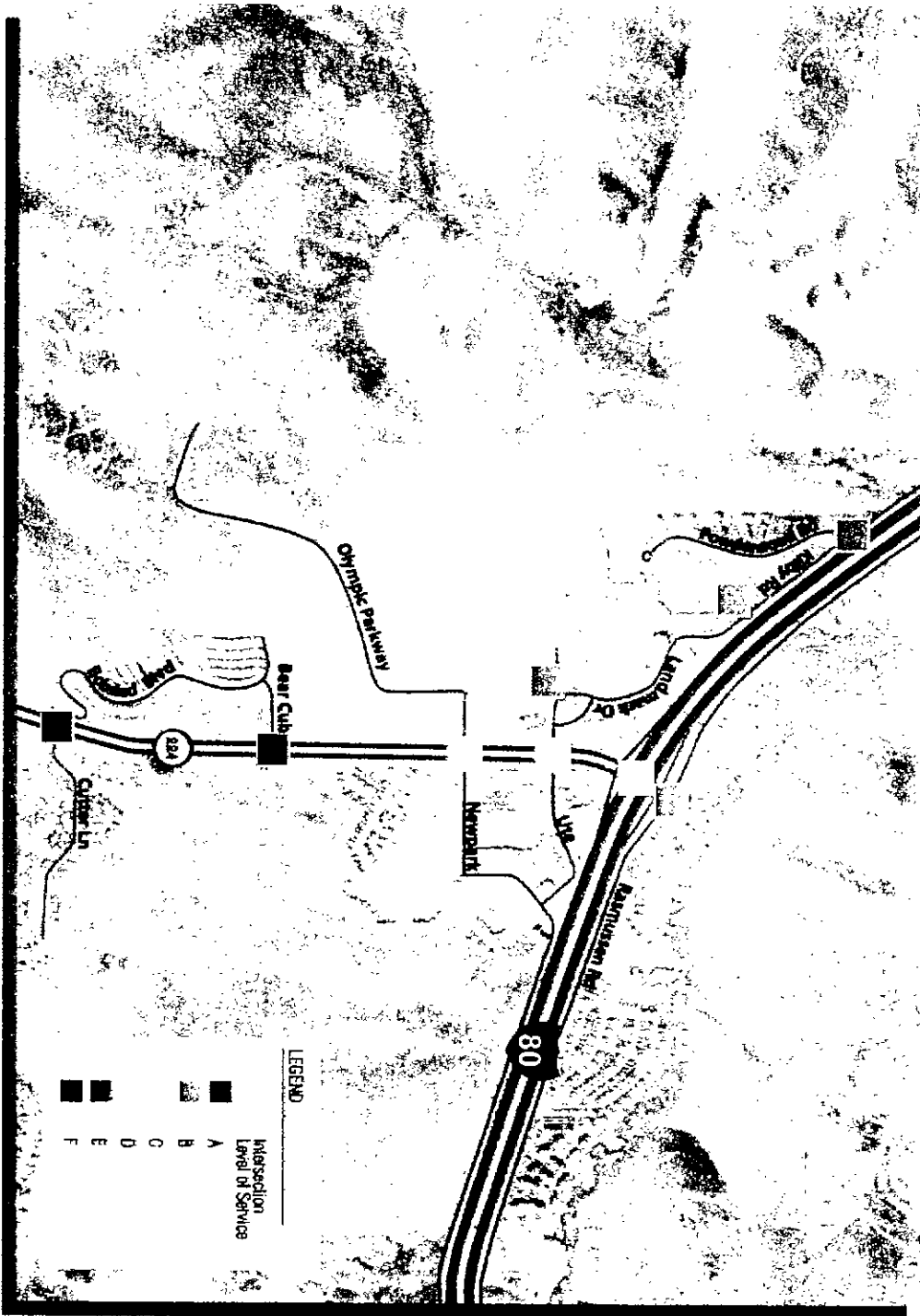
Future (2030) Background (Ute Blvd Grade Separated)



Future (2030) Plus Project (Ute Blvd Grade Separated)



Future (2030) Background



Future (2030) Plus Project



Snyderville Basin Transportation Master Plan Future (2030) Improvements

- Kilby/I-80 Interchange
- Rassmussen - widen
- Kilby Rd - widen
- Enhance roundabout / signalize
- Powderwood Drive extension
- Landmark - widen to Factory Stores
- Dual free right Eastbound I-80 / SR- 224 off-ramp
- Connect Landmark to Olympic Parkway
- SR-224 – widen from I-80 to Canyons



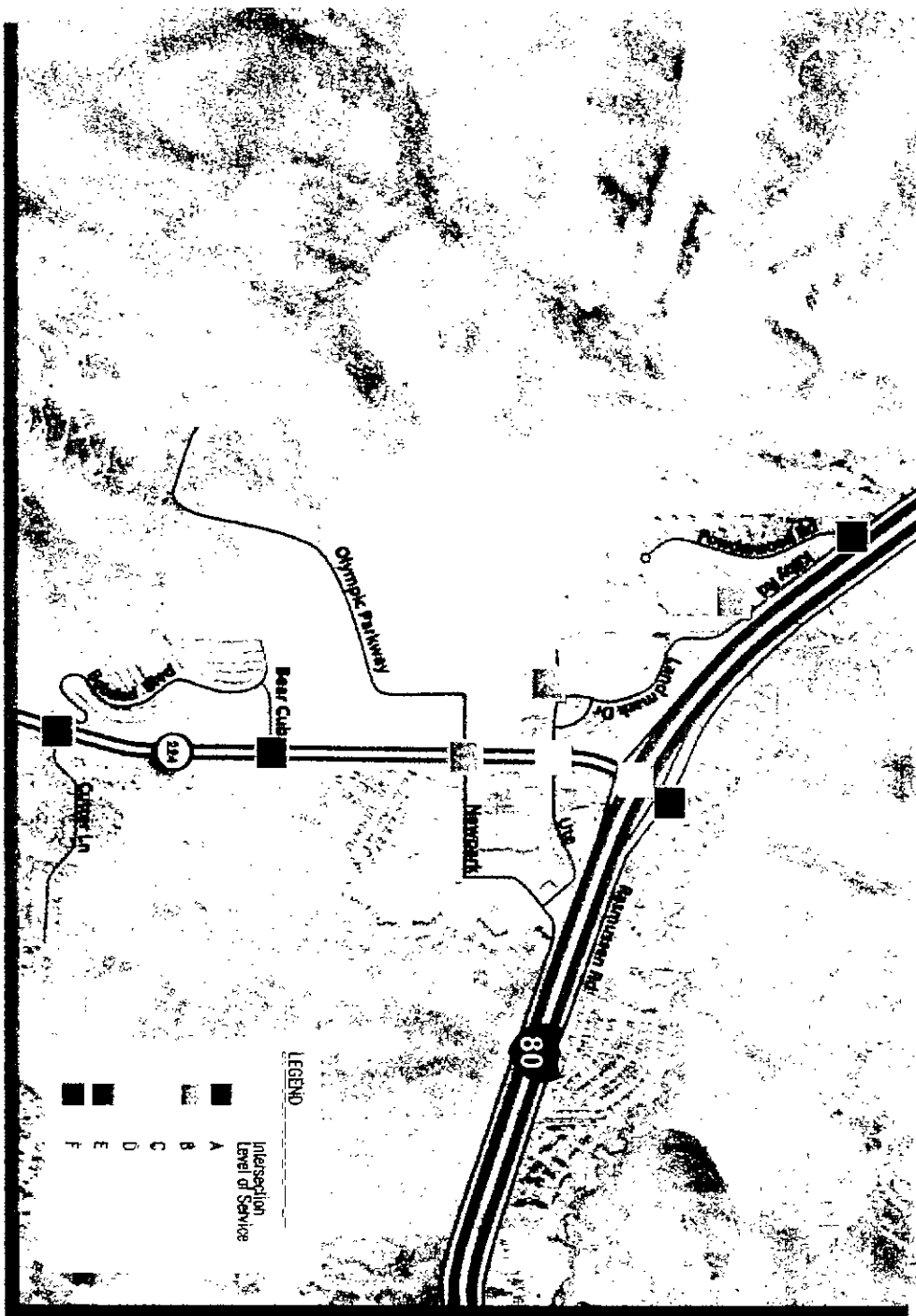
Preliminary Traffic Analysis Summary

Summary Table PM Peak Hour Conditions Burnitt Research Park Development						
Intersection	Existing 2008	Future 2030 Background (Grade Separated) ³	Future 2030 Plus Project (Grade Separated) ³	Future 2030 Background (At Grade) ³	Future 2030 Plus Project (At Grade) ³	
ID	Description	LOS & Sec/Veh ¹	LOS & Sec/Veh ¹	LOS & Sec/Veh ¹	LOS & Sec/Veh ¹	
1	Bobsted Blvd/SR-224	A 9.9	A 8.1	A 9.1	A 8.6	B 10.5
2	Bear Cub Dr/SR-224	A <5.0	A 8.3	A 9.6	A 9.4	A 9.9
3	Olympic Pkwy/SR-224	C 29.5	D 48.1	F 119.9	D 35.1	D 40.7
4	Landmark Dr/SR-224	E 58.7	N/A ²	N/A ²	D 39.7	D 39.5
5	I-80 Interchange/SR-224	C 24.5	E 65.9	E 77.4	C 27.0	D 52.0
6	Rasmussen Rd/SR-224	A 5.0	B 17.3	B 16.8	B 14.5	E 62.1
7	Landmark Dr/New Roundabout	B 10.0	B 11.0	B 11.0	B 14.0	B 14.0
8	Landmark Dr/Facility Outlets Roundabout	B 10.0	B 10.0	B 10.0	B 11.0	B 12.0
9	Kilby Rd/Powderwood Rd	A <5.0	A <5.0	B 10.0	B 10.4	C 21.0

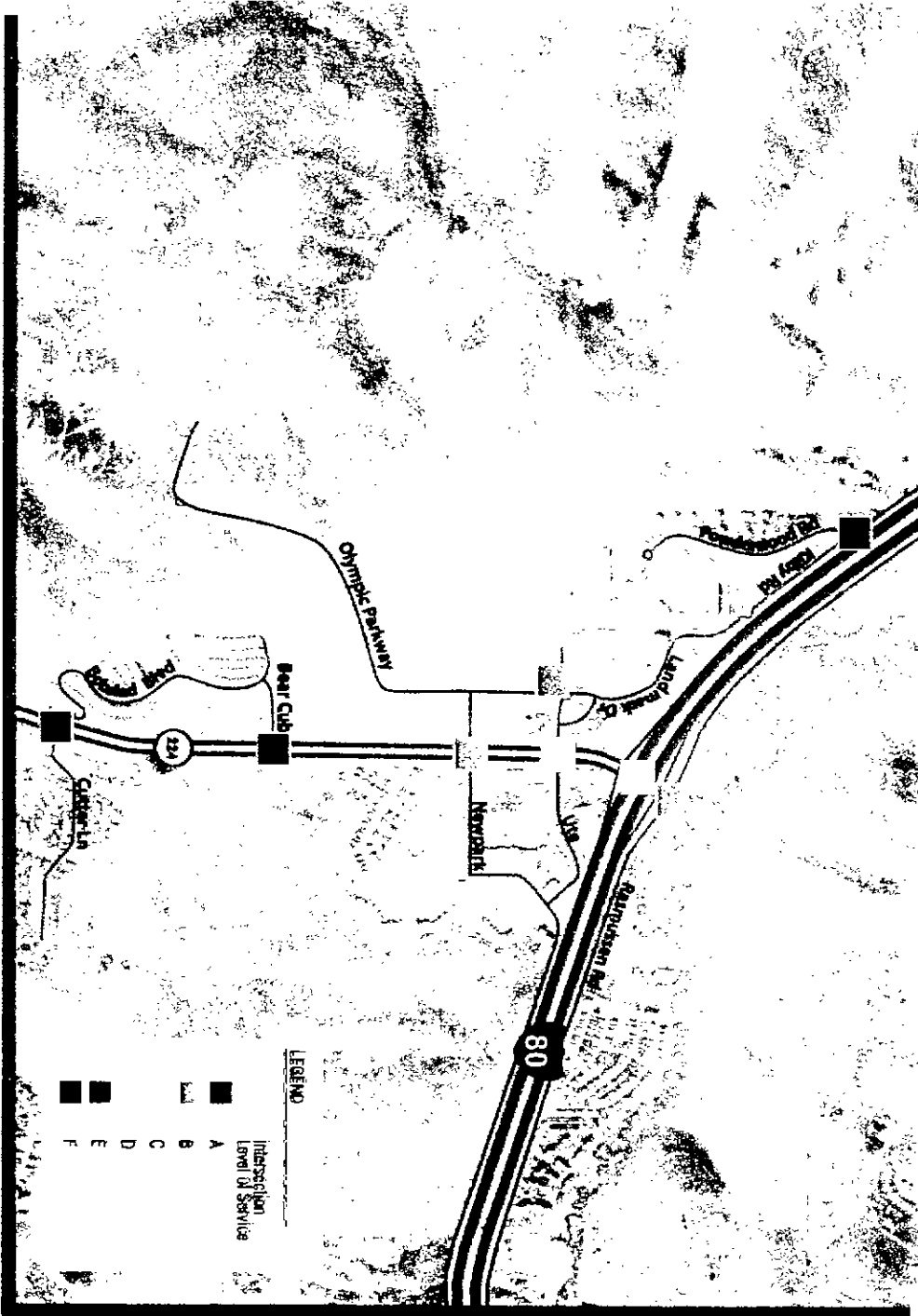
¹ Intersection LOS and delay (sec/veh) values represent the overall intersection average. LOS and Delay details for the most movement of unsignalized intersections are reported in the main body of the report.
² This intersection is planned to be grade separated in the future and therefore was only analyzed in "Future 2030" scenarios.
³ The two Future scenarios assumed implementation of the planned mitigations from the 2007 Snyderville Basin Transportation Master Plan.
 Source: Ferr & Peers, October 2008



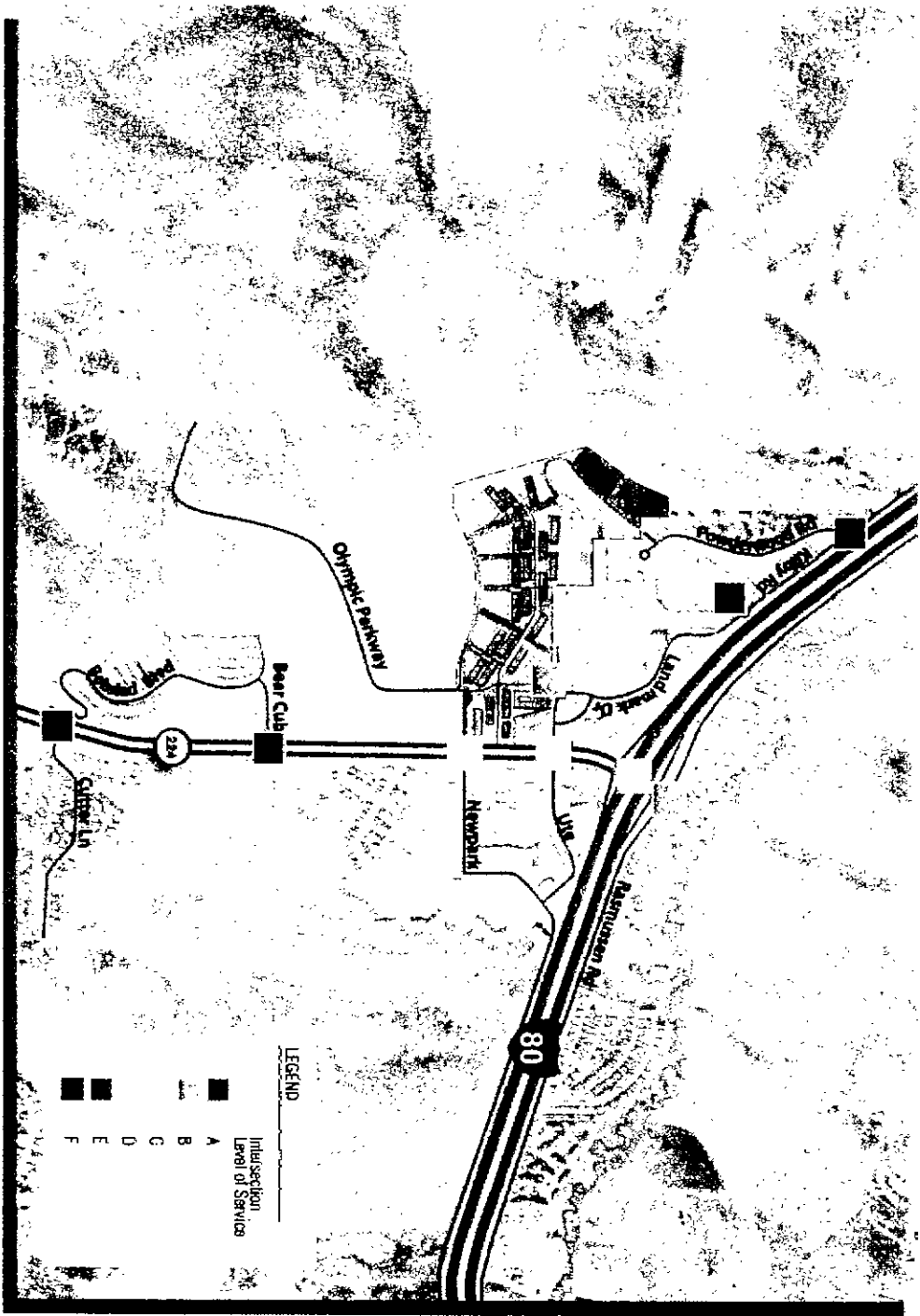
Existing AM Peak



Future (2030) AM Background



Future (2030) AM Plus Project



Preliminary Traffic Analysis Summary

Summary Table
AM / PM Peak Hour Conditions
Summit Research Park Development

Intersection	ID	Description	Existing 2008		Future 2030 Background (At Grade) ²		Future 2030 Plus Project (At Grade) ³	
			LOS & Delay ¹ AM/PM	LOS & Delay ¹ AM/PM	LOS & Delay ¹ AM/PM	LOS & Delay ¹ AM/PM		
	1	Bobsled Blvd/SR-224	A/A 8.9/9.9	A/A 7.4/8.4	A/A 8.2/9.6	A/A 8.2/9.6	A/A 8.2/9.6	
	2	Bear Cub Dr/SR-224	A/A 4.4/<5.0	A/A 5.2/8.9	A/B 5.7/12.1	A/B 5.7/12.1	A/B 5.7/12.1	
	3	Olympic Pkwy/SR-224	B/C 12.3/29.5	B/C 17.0/35.0	C/D 23.4/54.5	C/D 23.4/54.5	C/D 23.4/54.5	
	4	Landmark Dr/SR-224	C/E 26.1/58.7	C/D 30.1/47.8	D/D 36.2/50.5	D/D 36.2/50.5	D/D 36.2/50.5	
	5	I-80 Interchange/SR-224	C/C 24.9/24.5	C/C 26.8/29.9	C/C 29.9/27.6	C/C 29.9/27.6	C/C 29.9/27.6	
	6	Rasmussen Rd/SR-224	A/A 7.8/5.0	B/B 15.0/15.3	B/B 14.3/17.0	B/B 14.3/17.0	B/B 14.3/17.0	
	7	Landmark Dr/New Roundabout	B/B 10.0/10.0	B/B 11/14.0	B/B 11.0/14.0	B/B 11.0/14.0	B/B 11.0/14.0	
	8	Landmark Dr/Factory Outlets Roundabout	B/B 10.0/10.0	B/B 10.0/11.0	A/B 11.0/12.0	A/B 11.0/12.0	A/B 11.0/12.0	
	9	Kilby Rd/Powderwood Rd	A/A <5.0/<5.0	A/B 6.5/10.8	A/C 13.7/23.5	A/C 13.7/23.5	A/C 13.7/23.5	

1. Intersection LOS and delay (sec/veh) values represent the overall intersection average. LOS and Delay details for the worst movement of unsignalized intersections are reported in the main body of the report.
 2. This intersection is planned to be grade separated in the future and therefore was only analyzed in "Future 2030" scenario.
 3. The two future scenarios assumed implementation of the planned mitigations from the 2007 Snyderville Basin Transportation Master Plan.
 Source: Fehr & Peers, October 2008



Project Transportation Benefits

- Weekend parking available
- Regional Transit Hub
- Helps Validate and Prioritize Transportation Plan



EXHIBIT J



10-5-3: WORKFORCE HOUSING DEVELOPMENT REQUIREMENTS

- A. All developments containing workforce units shall enter into a Housing Agreement with Summit County. The Housing Agreement shall be recorded against all units in the development, and shall include the following:
1. Identification of the units to be deed restricted as workforce housing, including but not limited to unit ID number and / or address, square footage, location, and style of unit.
 2. A specification of allowed starting sales and / or rental price(s) and, target income ranges for each unit.
 3. Management plan for the workforce units, including the process for buyer qualification to ensure that employees working and living in Summit County are given priority. The management plan shall conform to a template to be provided by Summit County.
 4. A copy of the approved deed restriction to be recorded against the individual workforce units.
- B. All workforce units shall meet all of the following criteria:
1. The specific unit type and design shall be consistent with the character of the surrounding neighborhood and / or development. If the development contains both market rate and workforce units, the exterior design, look and feel, and finishes of workforce units shall match the exterior design, look and feel and finishes of market rate units in the development. Interior finishes may differ between workforce and market rate units.
 2. Workforce housing units shall comply with all the development standards outlined in **Exhibit E**, and shall comply with the requirements of the underlying zone, with the exceptions outlined in this Chapter.
 3. The minimum size of a workforce housing unit shall be based on the category of unit, as outlined in Section 10-5-4 of this Chapter: "Workforce Unit Equivalents."
 4. The workforce housing component in a development shall be constructed concurrently with the rest of the development, and shall not be the last portion constructed. Each phase of a project must contain a proportionate amount of the required workforce housing.

5. **The workforce housing component of a development shall be constructed within the development site, except as outlined in this Chapter.**
6. **The minimum length of time for a unit to be deed restricted as an workforce unit shall be sixty (60) years, which may be renewable for an additional term.**
7. **All deed-restricted rental units shall be rented for a minimum period of 90 consecutive days. Nightly and weekly rentals shall be prohibited.**
 - a. **Exception: Special needs emergency/transitional housing shall be exempt from the 90 day limitation, but shall be rented for a sufficient period to prevent nightly and weekly rentals. To qualify for the exemption, there must be a quantified, demonstrated need for the emergency/transitional housing within the Summit County boundaries, and the housing must be developed in collaboration with a federally recognized, 501(c)(3) nonprofit organization. The housing must satisfy all other requirements of this Chapter.**
8. **For Sale Units: The maximum initial sales price of an workforce unit shall be limited to a price that is affordable to a household earning either 60-80%, 40-60%, or 20-40% of the Area Median Income (AMI), or less, and annual appreciation shall be limited through a deed restriction to ensure that the unit remains affordable.**
9. **In addition to the net income limit, qualifying households are limited to a net worth of four (4) times the AMI.**
10. **Workforce units shall only be rented or sold to eligible households earning 80% of AMI, or less, based on the category of unit(s) and targeted household(s).**
11. **Master Leases: A qualified non-profit organization, or employer desiring to provide qualifying employees with workforce housing, may purchase or lease existing workforce units when a master-lease program is approved, whereby the non-profit organization or employer will rent or lease the units to qualifying employee households. A management plan shall be approved by Summit County and recorded against the workforce units as part of, or an amendment to, a Housing Agreement.**

12. In an effort to ensure that the attainable housing is available for qualified individuals:
 - a. All renters of workforce units will be required to certify annually to the County, or its designee, that they still qualify for the targeted percentage of AMI. If a renter no longer qualifies for the housing, their lease will not be renewed and the property will then be made available to a qualifying renter.
 - b. If a for-sale unit owner's household's income increases to an amount above the targeted percentage of AMI while occupying a workforce unit, the household shall not be required to sell the unit. Upon vacating the premises naturally, a for-sale unit shall be sold to a qualifying household pursuant to the terms of the deed restriction
13. Households currently living or working in Summit County shall have priority in obtaining workforce units, through a selection process determined by the Legislative Body of Summit County.
14. A deed restriction shall be approved by the County and recorded on all workforce dwelling units. A template restriction approved by Summit County shall be used for all new workforce units, shall be reviewed annually, and shall at a minimum outline the following:
 - a. income qualification
 - b. term of applicability
 - c. assignable County right of first refusal
 - d. allowable capital improvements
 - e. maintenance
 - f. occupancy requirements
 - g. rental and sales policies
 - h. starting sales and rental prices
 - i. allowable annual price increase
 - j. reporting and monitoring structures
 - k. management
 - l. enforcement provisions
15. These restrictions may be modified to satisfy State and / or Federal requirements, if a project receives State and / or Federal Funding that requires it.

10-5-4: WORKFORCE UNIT EQUIVALENTS (WUEs)

- A. Workforce Unit Equivalents (WUEs): All new development shall be required to provide a certain number of Workforce Unit Equivalents (WUEs), as outlined in this Chapter.
- B. WUE is defined as a “two-bedroom unit with 900 square feet of net livable space, measured interior wall to interior wall.” Multiple smaller units together may constitute one WUE, or fewer larger units, according to the conversion in Table 1, below:

Table 1: Workforce Unit Equivalent Conversion:

Unit type	Minimum Size	Number of units per WUE
Dormitory*	150 square feet per bed	6 beds per unit
Single Room Occupancy	275 square feet	3.25
Studio	400 square feet	2.25
One Bedroom	650 square feet	1.38
Two Bedroom	900 square feet	1
Three Bedroom	1150 square feet	0.78
Four Bedroom	1400 square feet	0.64

*Dormitory and SRO Units shall only be permitted to meet the requirement for commercial and resort uses, and shall not be permitted in residential neighborhoods.

EXHIBIT K



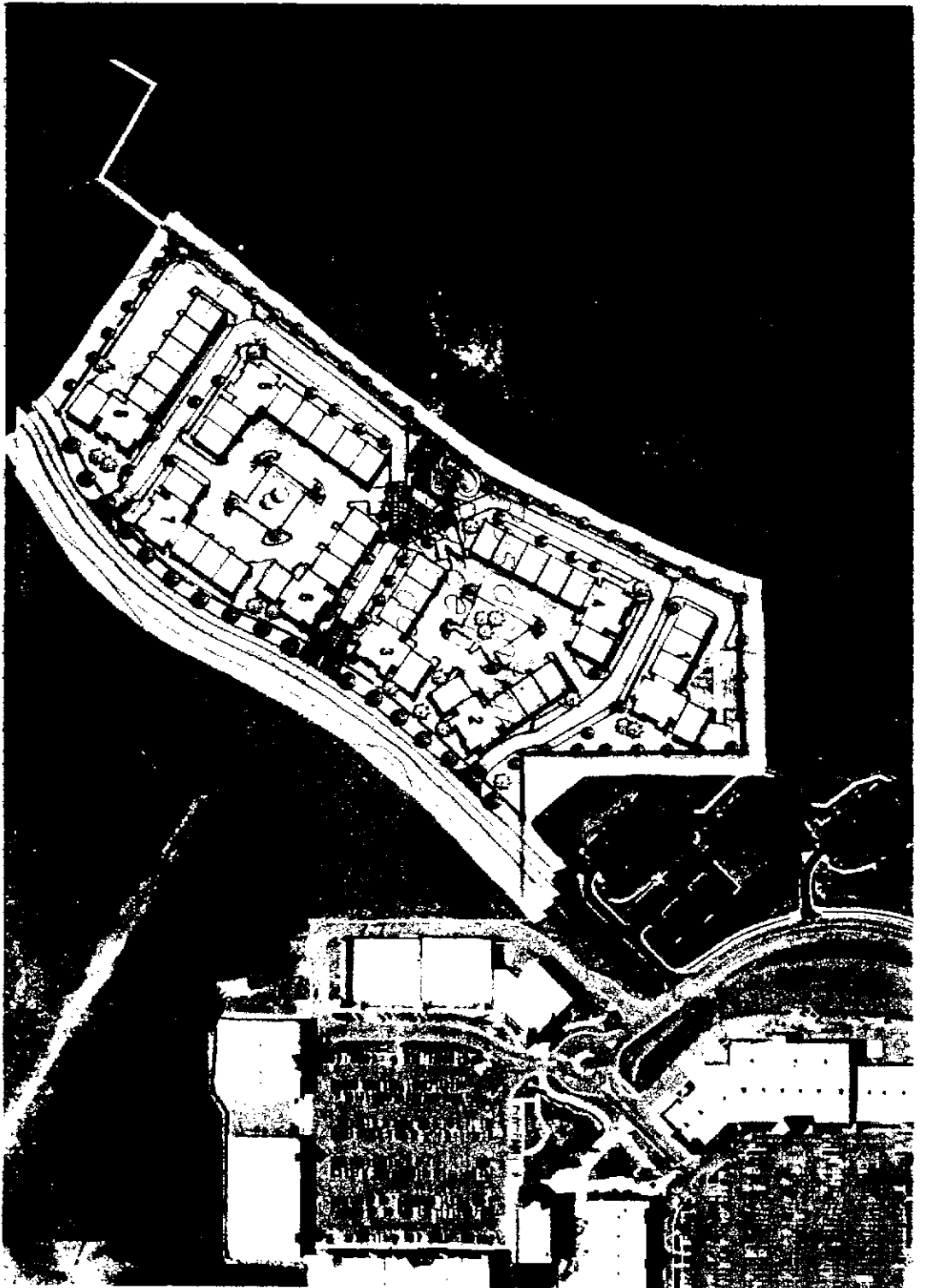
Workforce Housing Proposal

Benefits:

- Front end loads units based on immediate need for units
- Appropriate sized project for the area
- Appropriate sized project for construction efficiencies and long-term manageability
- Moderate impact on traffic and local services
- Allows commercial to proceed as outlined in the Code: a hard zone density
- Guarantees minimum number of units regardless of what is built and on what schedule— we may never build high commercial numbers.

Summit Research Park Workforce Housing Proposal

Unit Type	Min. S.F.	Proposed Actual S.F.	# of Units Per WUE	# of Units Proposed	WUEs	Other Bonus	Credited WUEs			
Studio	400	550	2.25	8	3.6	37.5%	4.9			
One Bedroom	650	700	1.38	72	52.2	7.7%	56.2			
Two Bedroom	900	1050	1	78	78.0	16.7%	91.0 with garage.			
Three Bedroom	1150		0.78		0.0		0.0			
SUBTOTALS:				158	133.7		152.1			
Upfront Building Bonus (applies to all units)						Required from study:				
				25%	185.2		139		(shown as a reduction in number required)	
PROPOSED CREDITED WUEs							152			
REQUIRED WUEs from Dev. Agmt. for 750,000 s.f.:							139			



TABULATION

BUILDING TYPE:
 3 STORY TOWNHOMES & 3 STORY FLATS

SITE DATA:
 7.4 ACRES

PROJECT DATA:
 8 BUILDINGS AND 188 UNITS
 21.4 UNITS/AC.

PARKING DATA:
 117 PARKING SPACES
 179 SURFACE SPACES
 253 TOTAL SPACES / 1.24 SPACES/UNIT

**SITE PLAN
 SCHEME 3**



**KIMBALL JUNCTION
 CONDO PARTNERS**

10-20-2008



HUMPHREYS PARTNERS



Boyer
 THE BETTER COMPANY



K 1

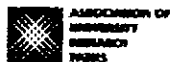
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CHARACTERISTICS AND TRENDS IN NORTH AMERICAN RESEARCH PARKS: 21ST CENTURY DIRECTIONS

Battelle
The Business of Innovation

PREPARED BY:
Battelle
Technology Partnership Practice



DEVELOPED IN COOPERATION WITH:
Association of University Research Parks

October 2007



**ASSOCIATION OF
UNIVERSITY
RESEARCH
PARKS**

Creating Communities of Innovation

The Association of University Research Parks is a non-profit organization that promotes “the development and operations of research parks that foster innovation, commercialization and economic competitiveness in a global economy through collaboration among universities, industry, and government.”

Battelle
The Business of Innovation

Battelle is a global leader in science and technology. Headquartered in Columbus, Ohio, it develops and commercializes technology and manages laboratories for customers. Battelle’s Technology Partnership Practice includes leading-edge practitioners and analysts who are experienced in conceptualizing and designing research parks built around universities and other research institutions.

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ACKNOWLEDGMENTS

Battelle and the Association of University Research Parks (AURP) wish to thank the many university research and science park directors who responded to the survey for their time and input. Without their cooperation, this effort would not have succeeded.

Special thanks also go to Austin Beggs, Mike Bowman, Jackie Kerby Moore, David Winwood, Greg Deason, Lora Lee Martin, Jim Currie, Brian Darmody, Michael Donovan, Greg Hyer, Teresa McKnight, Robert Geolas, Rick Weddle, Scott Levitan, and Harold Strong of the AURP Board of Directors and AURP Executive Director Eileen Walker, all of whom provided input on the survey design and helped identify trends in research park development.

We thank our survey provider Insightrix for its efforts in making sure that the survey documents were distributed and completed in an efficient and timely manner.

We would also like to thank our sponsors:

Research Triangle Park

The Research Triangle Park (RTP) was established in 1959 and is located in the heart of North Carolina between Durham, Chapel Hill, and Raleigh, home to three top-tier research universities. RTP enjoys an extraordinary history as the leading and largest high-technology research park in North America, covering 7,000 total acres with over 20 million square feet of developed space. RTP is home to over 157 companies spanning a diverse set of industries. These companies employ 39,000 full-time knowledge workers and thousands of contract workers who have not only played a large role in transforming the economic profile of the state, but also contributed to some of the greatest scientific discoveries of the past 50 years.



In addition to being a driver of highly focused, technology-based economic development in the Research Triangle Region for almost half a century, RTP has been a center of innovation. It is home to winners of the Nobel and Pulitzer prizes, as well as recipients of the U.S. Presidential Award and National Foundation Awards. Just as important, it is the workplace of technical, chemical, and biomedical scientists and patent holders whose discoveries have impacted the lives of all citizens in this country and around the world. Some of the most profound discoveries of the 20th century have been influenced by scientists and researchers working in RTP.

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EXECUTIVE SUMMARY

- *University research parks in the United States and Canada encompass more than 47,000 acres and include 124 million square feet of space*
- *At full buildout, these research parks will include 275 million square feet of space*
- *More than 300,000 workers in North America work in a university research park*
- *Every job in a research park generates an average of 2.57 jobs in the economy*

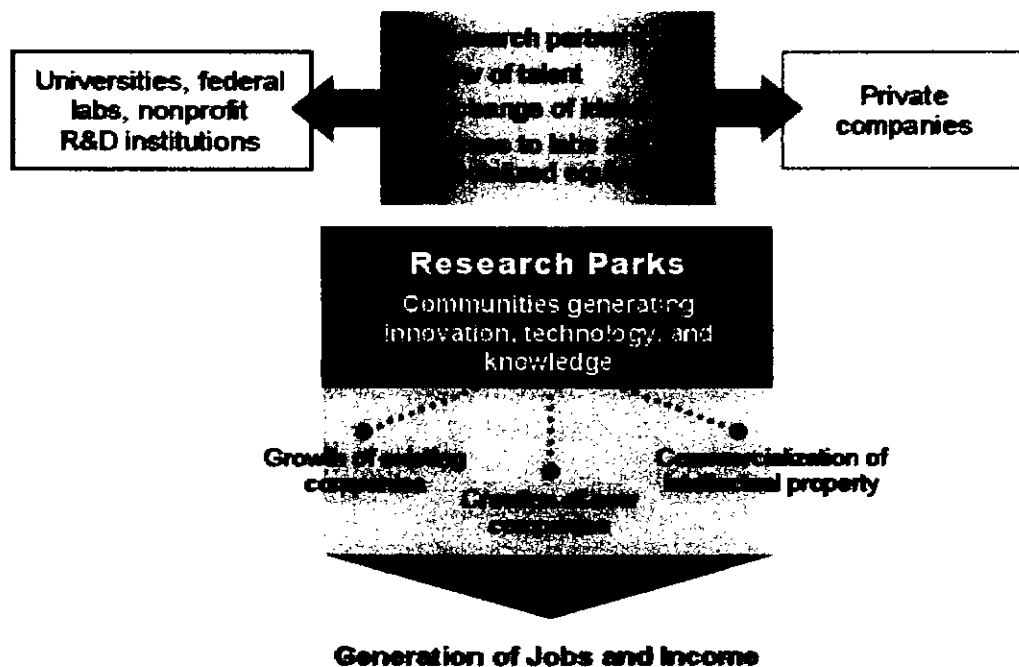
Research parks are emerging as strong sources of entrepreneurship, talent, and economic competitiveness for regions, states, and nations. They have become a key element in the infrastructure supporting the growth of today's knowledge economy. By providing a location in which researchers and companies operate in close proximity, research parks create an environment that fosters collaboration and innovation and promotes the development,

transfer, and commercialization of technology (Figure ES-1).

To better understand how research parks are changing and their role as drivers of economic development, Battelle partnered with the Association of University Research Parks (AURP) to conduct a comprehensive assessment of research parks in the United States and Canada. This report presents the findings from a survey of research park directors that requested data on park characteristics, input on trends in university research park development, and data to measure the economic impact of research parks. The survey was sent to 174 university research parks; 134 parks (77 percent overall) responded. Key findings of the survey are discussed below.

A total of 134 North American university research parks responded to the Battelle-AURP survey, resulting in a response rate of 77 percent.

Figure ES-1. Research Park Concept



Research Parks in 2007

Overview

University research parks in 2007 encompass more than 47,000 acres and include 124 million square feet of space in 1,833 buildings. While parks report that an average of 86 percent of available space is currently occupied, 94 percent of the parks report that they have room for expansion. At full buildout, of the 35,354 acres projected to be developed, approximately 22,000 (62 percent) are currently developed and less than half of the estimated total square feet (275 million) is currently open. Parks range in size from 2 acres to 7,000 acres, with an average size of 358 acres; half of the parks have 114 or fewer acres, suggesting that a number of very large parks are raising the average.

The typical North American research park is located in a suburban community with a population of less than 500,000. Most parks are operated by university or university-affiliated nonprofits. Tenants are primarily private-sector companies; but, parks also include university and government facilities. University research parks provide a range of business services to their client companies, many through incubators. The typical park has an operating budget of less than \$1 million a year, and most parks have limited profitability.

The typical park has 750 employees with employment primarily in the following industry segments—IT industries, drug and pharmaceutical firms, and scientific and engineering service providers—accounting for 45 percent of all university research park jobs. The total employment impact for the 107 parks that provided data on industry employment totaled almost 680,000 jobs. Every job in these research parks generated 2.5 additional jobs in the economy. Battelle estimates the total employment impact of all research parks in the US and Canada to be more than 750,000 jobs.

Table ES-1 presents a profile of a typical North American research park.

Today's Research Parks

Today's research parks differ substantially from the model that emerged in the 1960s and 1970s (Figure ES-2). Most early research parks were first and foremost viewed as real-estate development projects. They were often developed on vacant land in proximity to a university or other research institution and provided an attractive, campus-like setting. It was assumed that firms would be attracted by proximity to the research institution. These parks focused on recruiting operations of primarily large, technology-based companies; but, in reality, the companies that located in the parks usually had few, if any, actual ties to the university.

In the 1990s, research parks began to look for ways to be more attractive to technology companies. Many sought to attract research and development (R&D) facilities that could anchor the park and attract other tenants. They also began to provide incubator space and build multitenant space to accommodate entrepreneurs and smaller, start-up firms.

Key Findings

Today's research parks have become key drivers of regional development. Following are key findings regarding today's research parks.

- **Research parks are placing greater emphasis on supporting incubation and entrepreneurship to grow their future tenant base and less on recruiting.** Of the research park directors responding to the survey, 95 percent indicated that creating an environment that encourages innovation and entrepreneurship is a high priority, with 71 percent indicating it as a very high priority for their park.
- **Research parks are more likely to be targeted to particular niche areas.** To compete in technology development, a region or state must differentiate itself and cultivate and sustain specialized areas of expertise where it can be a world leader. As a result, it has become more common

Table ES-1. Profile of a Typical North American Research Park*

Typical Research Park	
Size	<ul style="list-style-type: none"> ▪ 114 acres ▪ 6 buildings ▪ 314,400 sq. ft. of space, 95% occupied ▪ Only 30% of total estimated sq. ft. at buildout currently developed ▪ 30,000 sq. ft. of incubator space
Location	<ul style="list-style-type: none"> ▪ Suburban community ▪ Less than 500,000 population
Governance	<ul style="list-style-type: none"> ▪ Operated by the university or university-affiliated nonprofit
Tenants	<ul style="list-style-type: none"> ▪ 72% are for-profit companies ▪ 14% are university facilities ▪ 5% are governmental agencies
Employment	<ul style="list-style-type: none"> ▪ Typical park employs 750 ▪ Major industry sectors: IT, drugs and pharmaceuticals, and scientific and engineering service providers
Finances	<ul style="list-style-type: none"> ▪ Less than \$1 million per year operating budget ▪ Revenues primarily from park operations but funds also come from universities and state, local, and federal government ▪ Limited or no profitability; 75% of the parks have no retained earnings or retained earnings of less than 10%
Services	<ul style="list-style-type: none"> ▪ Provide a range of business and commercialization assistance services, including <ul style="list-style-type: none"> ▪ Help in accessing state and other public programs ▪ Linking to or providing sources of capital ▪ Business planning ▪ Marketing and sales strategy advice ▪ Technology and market assessment

*Data cited for typical parks are based on median for all research parks responding to the survey.

Research Parks Are Succeeding in Incubating and Growing Companies

- Nearly 800 firms graduated from park incubators in the past 5 years
- About one-quarter of these graduates remain in the park
- Only 13 percent failed
- Less than 10 percent left the region

Figure ES-2. Evolution of Research Park Model

Early Parks: Stand-Alone Physical Space	1990s: Connections	2000 and Beyond: Economic Driver for the Region
	<ul style="list-style-type: none"> ▪ Anchor with R&D facilities aligned with industry focus of park ▪ Innovation Centers and technology incubators more common ▪ Multitenant facilities constructed to accommodate smaller companies ▪ Some support for entrepreneurs and start-up companies provided directly 	<ul style="list-style-type: none"> ▪ More and more mixed-use development, including commercial and residential ▪ Increased focus and higher service support to tenants and entrepreneurs ▪ Less focus on recruitment ▪ Formal accelerator space and plans for technology commercialization hubs emerge ▪ Greater interest on part of tenant firms in partnering with universities ▪ Universities more committed to partnering with research park tenants ▪ Amenities from day care to conference and recreational facilities added

for research parks to focus on identified technology areas or industry clusters.

- **Research parks are being viewed more as an expression of commitment to economic development.** Two-thirds of respondents indicated closer involvement by university leadership and more emphasis on university involvement in the past 5 to 10 years.
- **Park directors report that the primary reason why tenants locate in a university research park is to access a skilled workforce, including students.** Eighty-five percent of the respondents indicated that access to a skilled workforce was of high or very high importance to tenants.
- **University research parks use various mechanisms to foster university-industry relationships.** The most effective include having partnership-developer staff or others charged with relationship building between industry and departments, availability of university core user facilities open to industry, human resource matching

programs such as internships and co-ops, and access to university research labs and university technology transfer and commercialization offices.

University Research Parks of the Future

A new model—strategically planned mixed-use campus expansions—is emerging that includes space for academic and industrial uses. These mixed-use campus developments are designed to create an innovative environment with a free and frequent exchange of information between academic researchers and their industry counterparts. Key features of these mixed-use developments include the following:

- Substantial space for significant future research growth
- Planned multitenant facilities to house researchers and companies

- Housing and other amenities attractive to young faculty, postdocs, and graduate students
- Flexible development options, some led by universities and others led by developers.

Amenities will be an important offering of future research parks. On-site amenities, such as restaurants and retail stores, are considered important in attracting innovation employees. Three-quarters of the respondents indicated a greater emphasis on amenities within the park now than 5 to 10 years ago; yet, the number of parks reporting such development was fairly small. This may be because parks have not yet been able to incorporate amenities or are having difficulty finding the financing to develop them. But, in the future, parks will likely need to include such developments.

The Future of Research Park Development

- A new model—strategically planned mixed-use campus expansions that include space for academic and industrial uses—emerges
- On-site amenities are critical to attract innovation employees
- Research parks serve as an effective tool to spur urban revitalization
- Research parks are used to leverage assets of non-university R&D organizations
- Research parks become leaders in sustainable design
- Research parks embrace global focus

Research parks are being developed in urban areas as a component of neighborhood revitalization plans, such as the park under development adjacent to Johns Hopkins University in Baltimore; the Center of Research, Technology and Entrepreneurial Exchange

(CORTEX) in St. Louis; and Piedmont Triad Research Park in Winston-Salem. But, nearly half the respondents indicated that they did not think there was more emphasis on parks being built as part of a revitalization effort rather than as a greenfield development.

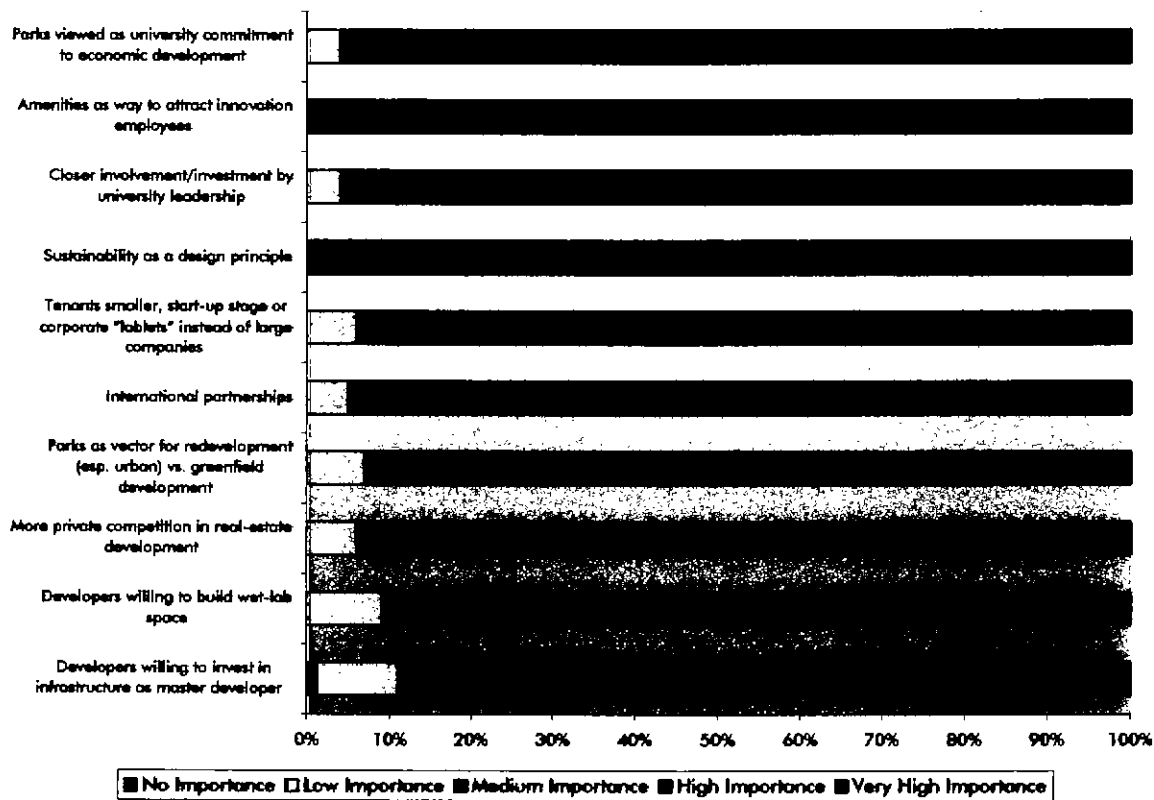
Research parks are being developed to leverage the assets of non-university R&D organizations such as federal laboratories. In addition to universities, major medical research centers and public and private research organizations can be key drivers of technology-based economic development (TBED). It is becoming increasingly common for communities in which a federal laboratory is located to create a research park to leverage laboratory resources to realize economic development.

More emphasis is being placed on sustainability as a design principle. Sustainable development involves balancing development needs against protection of the natural environment. In the future, it is likely that research parks will be developed to minimize impact on the environment and to use renewable energy sources and “green” building practices. Two-thirds of the respondents indicated that there has been an increase in the emphasis on sustainability in the past 5 to 10 years and this trend is likely to continue.

International partnerships are becoming more important in university research parks. Sixty percent of the research parks surveyed indicate that there was more emphasis on international partnerships in the past 5 to 10 years than previously, and park directors said that they expected to see parks attracting more international tenants and having more of a global focus in the future.

Figure ES-3 summarizes respondents’ views on the importance of changes occurring in research parks during the past 5 to 10 years.

Figure ES-3. Importance of Changes in Research Parks in Past 5 to 10 Years



The 21st Century University Research Park: Challenges and Opportunities

Research parks are an important component of the innovation infrastructure needed to support today's knowledge economy, much as roads, bridges, and rail were critical to yesterday's industrial economy. Research parks have evolved and matured to become more integrally related to their higher-education partners and technology-driven tenants. *But, there is still an unfinished agenda:*

- The multidimensional components of a business-higher-education partnership have not fully developed.
- Research parks face challenges as they continue to try to respond to the demands placed on them.

Challenges

Among the key challenges facing research park directors and institutions developing a research park are the following:

- **Overcoming commercialization challenges.** While university research parks can lead to commercialization of new technologies by promoting relationships between researchers and companies, moving innovation into the marketplace does not happen naturally or easily. A challenge for research parks will be to provide support services to ease the commercialization process.
- **Bridging cultural barriers between the academic and business communities and facilitating true partnerships.** Parks must

Challenges

- **Overcoming commercialization challenges**
- **Bridging cultural barriers between the academic and business communities**
- **Achieving integration with the university**
- **Obtaining funding for operations and buildings**
- **Responding to increased competition owing to globalization and the changing nature of corporate R&D**

continue to serve as an intermediary that understands both cultures and innovatively fosters integrated, collaborative efforts.

- **Achieving greater integration with the university.** Research park directors must continue to integrate the research park and its tenants into the fabric of the university.
- **Obtaining funding for operations and buildings.** Most research parks have very few resources in their early stages and do not generate sufficient revenue to be self-supporting. The need for capital will become even greater as research parks try to implement live-work-play models.
- **Responding to increased competition owing to globalization and the changing nature of corporate R&D.** Research parks in North America will be challenged to attract the operations of foreign companies and to retain the R&D operations of U.S. companies.

Opportunities

The challenges noted above also suggest opportunities for research park development. Research park managers will need to devote more attention and time to the following 10 areas as they evolve the 21st century research park model:

1. **Industry-university partnerships.** Research parks will need to expand the relationships and deepen the partnerships

between industry and educational and medical institutions.

2. **Financing and support for commercializing intellectual property.** Research parks will need to offer funding and support for technology commercialization, including proof-of-concept funding.
3. **Retention and attraction of talent.** Research parks may be in a position to do more to retain, attract, and grow talent, from establishing advanced training facilities to partnering with community colleges to ensure a supply of skilled technicians.
4. **Speculative and surge space development.** In the old economy, local economic development agencies offered "speculative" (spec) space, paid for from community and federal funding sources, to fast-track recruitment prospects. In the knowledge economy, firms come and go more quickly, space needs change constantly, and flexible space will increasingly become the norm. Parks may be able to offer the equivalent of 20th century spec space in a 21st century innovation model, through a staged program of expanded multitenant space.
5. **Collaboration among firms and with other partners.** It is likely that technology tenants want more opportunities to network among each other and with sources of knowledge in labs, research organizations, and elsewhere. Parks will, in partnership with trade and other associations, need to increase their focus on tenants' networking needs and requirements.
6. **Safety and security.** Research parks may have a role to play in offering safe, secure environments for technology development. The post-9/11 world suggests the need for controlled access to key strategic technology assets, whether in education or industry. Parks may be well positioned to test, demonstrate, and pilot approaches to address secure and safe environments for replication in the world economy.

7. **Ongoing financial support.** For research parks to be drivers of economic development, they must continue to invest scarce resources in their quality attributes. As a result, most parks will continue to have limited retained earnings. Parks need diversified funding sources, and investments in research parks need to be considered as investments in a region's or nation's economic development infrastructure.
8. **Urban community revitalization.** Recently, a number of universities located in urban settings have begun to apply the research park concept not only to provide needed R&D space for academics and their industry collaborators, but also to stimulate the redevelopment of neighborhoods. Research parks may have a role to play in cities seeking to grow their technology industry base.
9. **Performance and accountability.** Accountability in public and private sectors requires that research parks continue to monitor their impacts and results. This survey was an important first step in developing baseline data on the economic impact of university research parks. Working collaboratively through organizations such as AURP, research parks should continue to develop and refine a set of appropriate metrics and explore various mechanisms to measure their impacts and successes.
10. **Value-added tenant services.** Parks in recent years have substantially increased tenant services, particularly to small, growing technology firms. But, the nature and portfolio of services desired in the future are likely to change. Research parks—because they are off campus—can do the applications work that complements the research focus of the medical center, lab, or higher-education institution. Parks may become a test bed for new ideas and approaches in building technology-driven firms and their products and processes.

Conclusion

Today's research parks differ significantly from their predecessors. A new model is emerging that includes

- **Planned mixed-use campus expansions** that provide shared space in which industry and academic researchers can work side by side. These developments embody a commitment by universities to partake in broader activities, offering companies high-value sites for accessing researchers, specialized facilities, and students and promoting live-work-play environments.
- **A strong focus on entrepreneurship and start-up and emerging companies.** Research parks are being used as a tool to spur homegrown business retention, expansion, and creation.
- **Comprehensive developments that offer** not only sites for companies and research institutions but provide a **full range of on-site amenities**, such as services, restaurants, retail stores, and, in some cases, housing.

Today's parks are creating an environment that fosters collaboration and innovation and leverages the talent and expertise of universities to drive TBED. Research parks have the potential to

- Translate discovery into application;
- Develop talent;
- Commercialize technology; and
- Integrate government, higher-education, and industry interests.

Achieving this potential, however, will require enlisting institutional leadership and community support, accessing sufficient capital for park development, and recognizing the long-term nature of this endeavor.

INTRODUCTION

Background

University research parks are not a new phenomenon. Some of the early parks, such as Stanford Research Park, Purdue Research Park, and Research Triangle Park (RTP), were established in the 1950s and 1960s. University research parks became popular tools to promote university-driven economic development during the 1970s through the 1990s and into the new century. Parks have never been instant successes, but many have succeeded after many years of patient development. This report describes the changes in these parks over the past several decades and suggests their continuing evolution as the 21st century unfolds.

Recently, interest in university research parks has resurged for a number of reasons:

- First, there has been a key shift in how industry approaches research and development (R&D). Rather than rely on internal research labs to generate innovative ideas, companies are seeking strategic alliances with other companies, universities, and federal laboratories. It is becoming increasingly common for large technology companies to open research centers or “lablets” next to major research universities.
- Second, there has been a shift in the nature of research itself. More and more, the most important scientific questions and advances require interdisciplinary research teams, often across multiple institutions. Thus, companies are seeking proximity to such institutions.
- Lastly, there is a growing recognition that a state’s or region’s competitiveness for technology-based growth depends, in part, on its ability to create physical environments that are attractive and facilitate industry and university interactions. Research parks and mixed-use campuses have therefore become attractive locations

for technology companies to establish and remain as they grow and expand. The traditional case of offering a location to attract firms into a region is no longer the primary focus. Serving as a location for business retention and expansion is also a focus.

The university research park model is evolving to respond to these needs.

Surveys

In 2002 and 2005, the Association of University Research Parks (AURP) surveyed both member and nonmember research parks throughout the United States and Canada to profile the size and scope of the industry. In 2007, AURP partnered with Battelle’s Technology Partnership Practice (TPP) to conduct a much more comprehensive assessment of university research parks.

A total of 134 North American university research parks responded to the Battelle-AURP survey, resulting in a response rate of 77 percent.

During spring 2007, Battelle and AURP conducted a Web-based, 31-question survey of university research parks in North America. The survey requested data on park characteristics, input on trends in university research park development, and data to measure the economic impact of park development. The survey was sent to 174 university research parks in the United States and Canada; 134 parks (77 percent overall) responded. The number of respondents varies somewhat from question to question because every park did not respond to every question. Eighty-one percent of the respondents were in the United States, with the remainder in Canada. Survey services were provided by Insightrix Research Services.

This report summarizes the results of the survey and provides information on the development of the university research park model and suggested trends for future development.

Project Team

AURP is a nonprofit organization that promotes “the development and operations of research parks that foster innovation, commercialization and economic competitiveness in a global economy through collaboration among universities, industry, and government.”

Battelle is a global leader in science and technology. Headquartered in Columbus, Ohio, it develops and commercializes technology and manages laboratories for customers. Battelle’s TPP includes leading-edge practitioners and analysts who are experienced in conceptualizing and designing research parks built around universities and other research institutions.

Insightrix Inc., established in June 2001, offers research-related services (such as online survey capabilities, traditional data collection, focus groups, personal interviews, strategic planning, and management consulting) via the Internet and helps clients develop, administer, and manage data collection and information strategies to achieve their informational needs.

OVERVIEW OF UNIVERSITY RESEARCH PARKS

What is a University Research Park?

Research parks are real-estate developments in which land and buildings are used to house public and private R&D facilities, high-technology and science-based companies, and support services. By providing a location where researchers and companies operate in close proximity, research parks create an environment that fosters collaboration and innovation and promotes the development, transfer, and commercialization of technology.

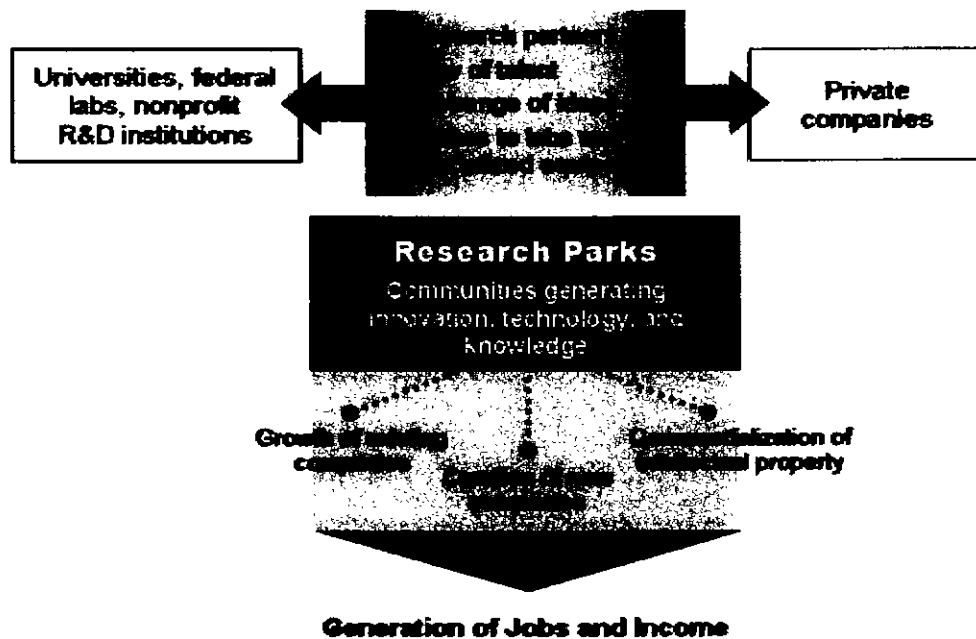
As shown in Figure 1, ideas flow between the technology generators and the companies located in the research park. In addition, the innovations, technology, and knowledge generated by the companies and research institutions lead to the creation of new start-up companies, the retention and expansion of existing firms, and the attraction of firms new to the region. Most research parks are affiliated with one or more universities; however,

research parks have also been developed close to national laboratories or other sources of technology and innovation.

AURP defines a university research park as a property-based venture, which has the following:

- Master-planned property and buildings designed primarily for private-public R&D facilities, high-technology and science-based companies, and support services
- A contractual, formal, or operational relationship with one or more science-research institutions of higher education
- A role in promoting the university's R&D through industry partnerships, assisting in the growth of new ventures, and promoting economic development
- A role in aiding the transfer of technology and business skills between university and industry teams

Figure 1. Research Park Concept



- A role in promoting technology-led economic development for the community or region.

The key factor differentiating a university research park from technology or industry parks is the meaningful interaction of the firms in the park with the university. This interaction can include providing internship and employment opportunities for students, sharing facilities and equipment, or conducting collaborative research. In addition, most university research parks have a university presence within the park, which can include research labs, test beds, education and training offerings, or technology transfer offices. Research park tenants, unlike technology or industry park tenants, undertake R&D within their premises in the park; employ greater concentrations of scientific, technical, and professional workers; and generate products or processes that incorporate a significant technological quotient. While the development community tends to classify many technology and industry parks as research parks, they usually do not meet the above criteria.

Size of the University Research Park Industry

University research parks in 2007 encompass more than 47,000 acres and include 123.9 million square feet of space in 1,833 buildings (Table 1). While parks report that

an average of 86 percent of available space is currently occupied, 94 percent of the parks report that they have room for expansion. At full buildout, of the 35,354 acres projected to be developed, approximately 22,000 (62 percent) are currently developed and less than half of the estimated total square feet (275 million) is currently open. Parks range in size from 2 acres to 7,000 acres, with an average size of 358 acres; half of the parks have 114 or fewer acres, suggesting that a number of very large parks are raising the average.

Research parks include a mix of single-tenant and multitenant buildings, with 57.5 percent of the total number of buildings characterized as single-tenant and 42.5 percent as multitenant.

Park Characteristics

Table 2 presents a profile of a typical North American research park. Specific park characteristics are discussed below.

Governance

Slightly less than half (43 percent) of the research parks surveyed are directly managed by a university or a university-affiliated nonprofit entity. Twenty-six percent are operated by independent, private nonprofits that may or may not include university representation. Very few parks are managed by either government or a for-profit developer (Table 3).

Table 1. Acreage and Space Available in University Research Parks

Size Metric	Total for All Parks	Average	Median
Total acreage	47,274	358	114
Acreage currently developed	21,961	179	30
Total number of buildings open	1,833	16	6
Total square footage of open buildings	123.9 million	1.09 million	314,410
Estimated percentage of space currently occupied		86%	95%
Projected acreage at full buildout	35,354	283	114
Estimated total square feet at full buildout	274.8 million	2.43 million	1.10 million

Table 2. Profile of a Typical North American Research Park*

Typical Research Park	
Size	<ul style="list-style-type: none"> ▪ 114 acres ▪ 6 buildings ▪ 314,400 sq. ft. of space, 95% occupied ▪ Only 30% of total estimated sq. ft. at buildout currently developed ▪ 30,000 sq. ft. of incubator space
Location	<ul style="list-style-type: none"> ▪ Suburban community ▪ Less than 500,000 population
Governance	<ul style="list-style-type: none"> ▪ Operated by the university or university-affiliated nonprofit
Tenants	<ul style="list-style-type: none"> ▪ 72% are for-profit companies ▪ 14% are university facilities ▪ 5% are governmental agencies
Employment	<ul style="list-style-type: none"> ▪ Typical park employs 750 ▪ Major industry sectors: IT, drugs and pharmaceuticals, and scientific and engineering service providers
Finances	<ul style="list-style-type: none"> ▪ Less than \$1 million per year operating budget ▪ Revenues primarily from park operations but funds also come from universities and state, local, and federal government ▪ Limited or no profitability; 75% of the parks have no retained earnings or retained earnings of less than 10%
Services	<ul style="list-style-type: none"> ▪ Provide a range of business and commercialization assistance services, including <ul style="list-style-type: none"> ▪ Help in accessing state and other public programs ▪ Linking to or providing sources of capital ▪ Business planning ▪ Marketing and sales strategy advice ▪ Technology and market assessment

*Data cited as averages are based on median for all research parks responding to the survey.

Table 3. Park Governing Structures

Park is Governed by	Number of Parks	Percentage of Total
Independent, private nonprofit	35	26%
University-affiliated nonprofit	30	23%
Affiliated university	27	20%
Government agency, quasi-public corporation, or public authority	18	14%
For-profit developer	8	6%
Formal joint venture including diverse organizational types	5	4%
Other	10	8%

Role of Private Developers

The common approach to financing and constructing buildings in university research parks is to hire private developers on a per-building or per-project basis. Ninety-nine of 131 parks reported that they use developers on a case-by-case basis. It is less common to use private, for-profit developers to develop the entire acreage in a park or for a park to do the development on its own. Only 15 percent of the parks reported using a private-sector master developer to develop the entire park acreage. An even smaller percentage of the parks, 5 percent, are managed and financed by private, for-profit developers. Only 11 percent of the parks do all their own development.

Tenants and Their Employees

One hundred and twenty-two research parks reported a total of approximately 4,380 tenants. It should be noted, however, that 12 parks reported no tenants (these parks are still in planning or other initial stages). On average, the parks reported 40 tenants; the median was 24, suggesting that many parks have a small number of tenants, but a few parks have very large numbers of tenants.

Not surprisingly, park tenants are overwhelmingly private-sector firms. Of the total number of tenants, approximately 72 percent were private-sector corporations. Fourteen percent of tenants were university-related operations, 5.4 percent were government facilities, and 4.5 percent were retail or service establishments (Figure 2).

One hundred seven North American research parks reported total employment of 271,366 at the time of the 2007 survey. Each of the seven largest research parks employ more than 10,000; together, they make up 54 percent of the total 271,366 park jobs. The median university research park employs 750 individuals.

Approximately 80 percent of research park workers are employed in the private sector. An additional 11 percent are employees of colleges and universities (both public and

private institutions); 6 percent are government employees; and 3 percent are employed in businesses supporting other park tenants, such as retail stores, restaurants, daycare centers, banks, health clubs and other on-site support services and amenities¹ (Figure 3).

The distribution of research park jobs across the public and private sectors generally reflects the composition of park tenants. Private sector tenants comprise a somewhat lower share of tenants than jobs—72 and 80 percent, respectively. Government tenants (5.4 percent) and employment (5.7 percent) are essentially the same shares of the total. College and university tenants make up a slightly greater share of all research park companies (14 percent) than jobs (11 percent).

The survey of North American research parks was designed to analyze an important subset of the total 271,366 park jobs. By subtracting the “support” jobs within university research parks, one can examine the full breadth and economic impact of those nonsupport or “core” technology-based jobs that make these parks unique. This subset currently totals 264,413 jobs.

Core employment in university research parks reflects the array of tenants across a variety of technology-based industry sectors.² Widely represented across university research parks are the two major IT industries, software with 13.5 percent of all park jobs and computer hardware with an 11.0 percent share (Table 4).

¹ The survey question regarding this detailed employment breakdown by major sector or type (private, government, university, and supporting) was not answered by every research park providing total employment; thus, this employment composition reflects completed sector responses only.

² Industry detail shown here reflects specific responses to the core industry employment items. As with other questions in the 2007 survey, some respondents elected not to provide industry detail or indicated that they did not know. A specific “Other core employment, not classified” industry was created to capture this total core employment and to allow the industry detail to sum to totals.

Figure 2. Composition of North American Research Park Tenants by Sector

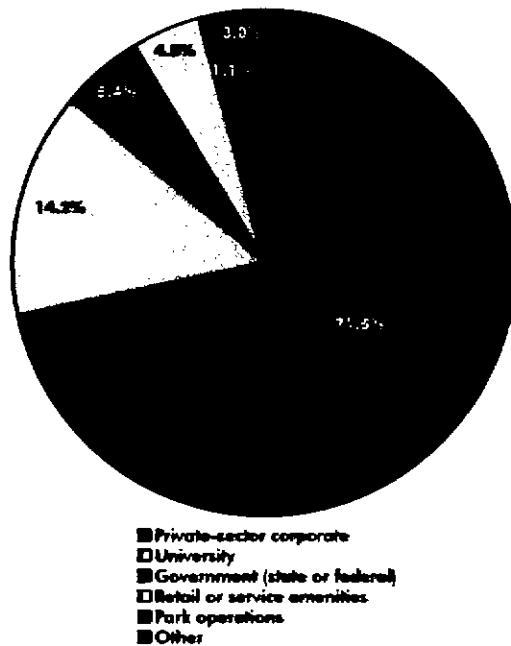
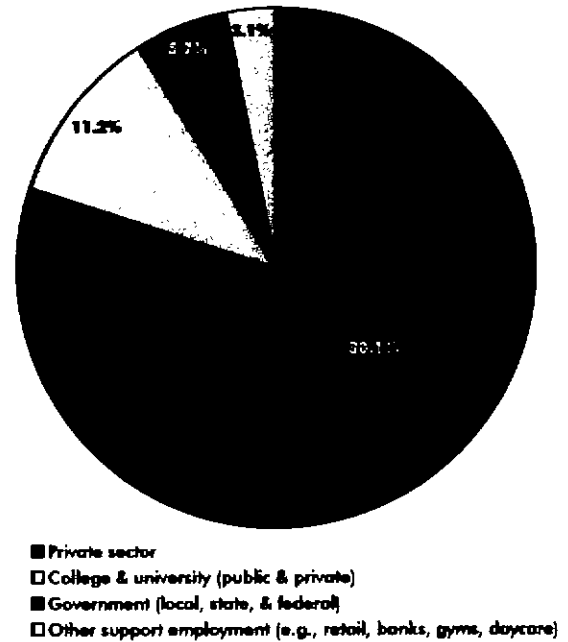


Figure 3. Composition of North American Research Park Employment by Sector



Drug and pharmaceutical firms employ just over 28,000 or 10.6 percent of all research park jobs. Scientific and engineering service providers round out the top four industries with 25,747 jobs representing 9.7 percent of total core park employment. Taken together, these four industries represent 45 percent of all university research park jobs.

Firms that locate operations within a university research park tend to be especially involved in research and development activities. In the survey, special efforts were made to capture whether each specific firm/tenant is primarily engaged in R&D. Separate columns in Table 4 present the number of jobs and overall share of each sector engaged in R&D.

Overall, more than 125,000 or 47 percent of core research park jobs are with companies primarily engaged in R&D activities. This share is especially high in drugs and pharmaceuticals firms located in research parks (90 percent), as well as in computer hardware (86 percent), the agricultural biosciences (86 percent), science and engineering services (78 percent),

instrumentation and sensors (76 percent), and, not surprisingly, laboratories (76 percent). The R&D-specific activity within these industries is particularly revealing about the truly innovative nature of corporate, government, and university activity within research parks.

Services and Amenities

University research parks often provide tenants with access to a variety of university services, including university recreational facilities, animal-care facilities, hazardous material handling, library-information services, parking, and bus or transportation systems. Some parks also allow employees to serve as adjunct faculty. However, when asked which of these were of the highest importance to tenants, the research parks responding identified as high or very high importance only library-information services and parking and, to a lesser extent, adjunct faculty status and animal-care facilities.

Park managers, when asked which of these benefits were currently offered tenants, showed the greatest availability was for parking,

Table 4. Research Park Employment by Detailed Industry

Industry	Current Core Park Employment	Percentage of Total Core Employment	R&D Employment Within Core	R&D Employment as Percentage of Core
Total core park employment	264,413	100.0%	125,280	47%
Software	35,734	13.5%	21,841	61%
Computers and Related Hardware	28,969	11.0%	25,050	86%
Drugs/Pharmaceuticals/Diagnostics	28,007	10.6%	25,110	90%
Scientific and Engineering Services	25,747	9.7%	20,059	78%
Healthcare Services	11,357	4.3%	2,754	24%
Centralized Business Support Services	11,134	4.2%	-	0%
Communications Equipment	9,204	3.5%	4,155	45%
Laboratories (medical, biological, environmental testing)	8,344	3.2%	6,340	76%
Management/General Business Consulting/Services	8,021	3.0%	211	3%
Aerospace/Defense	7,540	2.9%	1,123	15%
Advanced Materials	5,773	2.2%	1,823	32%
Instrumentation and Sensors	4,853	1.8%	3,694	76%
Other Scientific R&D	4,295	1.6%	4,295	100%
Medical Instruments and Devices	3,275	1.2%	1,380	42%
Other Bioscience R&D	3,272	1.2%	3,272	100%
Ag/Plant Biosciences and Related Chemicals	2,680	1.0%	2,300	86%
Colleges/Universities	1,772	0.7%	-	0%
Environmental Consulting/Services	1,180	0.4%	417	35%
Alternative/Renewable Energy	1,166	0.4%	864	74%
Insurance	913	0.3%	-	0%
Other Government	815	0.3%	-	0%
Other Electronics	744	0.3%	592	80%
Misc. Manufacturing	36	0.0%	-	0%
Other core employment, not classified	59,583	22.5%	N/A	N/A

library-information services, and access to and use of recreational facilities and privileges. These responses were consistent with the list of benefits that managers feel tenants wanted, with the exception of one item—adjunct faculty status—which is apparently much more desired than offered.

Most university research parks also offer a range of business and commercialization services to entrepreneurs and start-up and emerging companies. More than three-quarters of the parks reported helping entrepreneurs and firms to access capital by linking them with both private and public sources. A majority of the parks also provide assistance with business planning, marketing and sales strategy advice, and technology and market assessments (Table 5).

Business Incubators

Sixty-eight percent of the parks report having one or more business incubators located in their park that are targeted at serving the needs of university spin-offs and other start-up companies. A business incubator is an organization that supports the entrepreneurial process, helping to increase survival rates for innovative start-up companies. Entrepreneurs with feasible projects are selected and admitted into the incubators, where they are offered a specialized menu of support resources

and services. Eighty-two parks reported a total of 3.59 million square feet of incubator space, with an average of 44,907 square feet per park. Among parks housing community entrepreneurs, more than half (55 percent) of the incubator square footage is allocated to them, on average. An average of 38 percent of square footage in incubator space is reported to house university spin-outs.

Park Budgets

The parks varied greatly in the size of their annual operating budgets; but, the majority of the parks (56 percent) reported an annual operating budget of less than \$1 million, with 40 percent of the total reporting a budget of less than \$500,000. Approximately one-fifth of the parks reported operating budgets of between \$1 million and \$3 million, 16 percent reported budgets of \$3 million to \$10 million, and 7 percent reported budgets of more than \$10 million (Table 6). The median operating budget lies in the range of \$500,000 to \$1 million.

Operating funds are derived from a number of sources, with the most important contributor being park operations. Forty-eight parks reported that 100 percent of their operating budget comes from park operations. Figure 4 shows an average composition of sources that fund research park budgets.

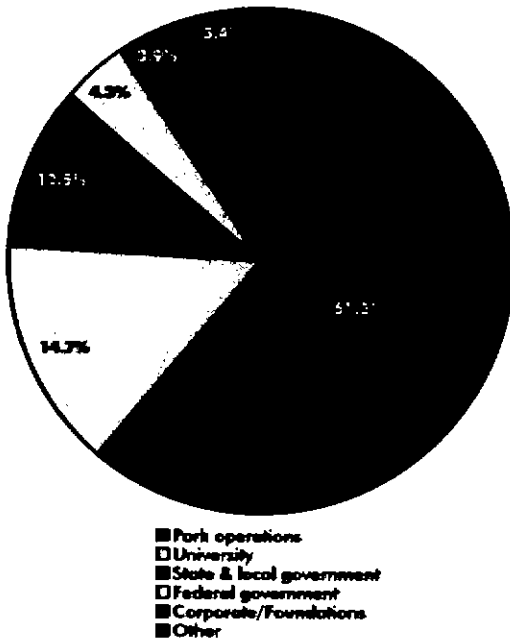
Table 5. Business and Commercialization Services

Service Offerings	Number of Parks Providing the Service	Percentage of Total Parks
Help access state and other public programs	94	81%
Link to or provide sources of capital	87	76%
Business planning	77	68%
Marketing and sales strategy advice	70	64%
Technology and market assessments	69	62%
Assist with human resource issues	48	45%
Provide proof-of-concept funding	40	38%

Table 6. Current Annual Operating Budgets

Current Annual Operating Budget	Number of Parks	Percentage of Total
Less than \$500,000	49	40%
\$500,000 to \$999,999	20	16%
\$1,000,000 to \$2,999,999	26	21%
\$3,000,000 to \$4,999,999	10	9%
\$5,000,000 to \$9,999,999	9	7%
\$10,000,000 to \$14,999,999	4	3%
\$15,000,000 or more	4	4%

Figure 4. Average Composition of Research Park Funding Sources for Operations



More than half of the research parks surveyed reported that they had generated retained earnings during the past 5 years. One-quarter of the parks reported average annual retained earnings that equaled 10 percent or less; 25 percent reported average annual retained earnings of 10 percent or greater; but, 48 percent reported no retained earnings whatsoever (Table 7).

It must also be recognized, however, as reported in Table 6, that park annual operating budgets tend to be small; 56 percent of the parks have an operating budget of less than \$1 million. This suggests that where retained earnings exist, with a few exceptions, the amounts are very small. Thus, research parks, which are undertaken to diversify local economies and build stronger industry-higher-education partnerships, usually require, at least in the short term, cross subsidization by their partners, communities, and higher-education sponsors.

Challenges Facing University Research Parks

The research park directors were asked to indicate the level of significance they would assign to the following challenges in the next few years:

- Capital for park development and operations
- Competition from other sources
- Equity capital for tenants
- Identifying, growing, and supporting a sufficient tenant base
- Decreasing demand for office space as companies move to operate virtually
- Financing for multitenant space
- Financing for wet-lab space

Table 7. Average Annual Retained Earnings Generated During the Previous 5 Years

Average Annual Retained Earnings Generated	Number of Parks	Percentage of Total
Less than 5% of operating budget	18	16%
5% to 10% of operating budget	12	11%
10% to 15% of operating budget	5	4%
15% to 20% of operating budget	8	7%
More than 20% of operating budget	16	14%
No retained earnings	54	48%

- Insufficient customer use to expand retail/commercial components of the park
- Loss of developer interest in partnering with research parks
- Limitations on the use of tax-exempt financing for buildings within the park.

Respondents indicated that they thought the greatest challenges facing them would be funding the development and operation of the park, accessing capital for client firms, obtaining financing for multitenant buildings and wet-lab space, and attracting a sufficient tenant base. These factors are discussed below. Figure 5 shows the level of importance assigned to each challenge.

Funding

Developing a research park is a significant, long-term investment that can require millions of dollars over several years. This funding is likely to come from multiple public and private sources, including the following:

- Bond issuances (both general obligation [GO] and revenue bonds)
- State appropriations
- Land contributions
- Rental of space by sponsoring institutions
- Cross collateralization of early successes
- State investments in research, commercialization, and other technology-based economic development (TBED) programs.

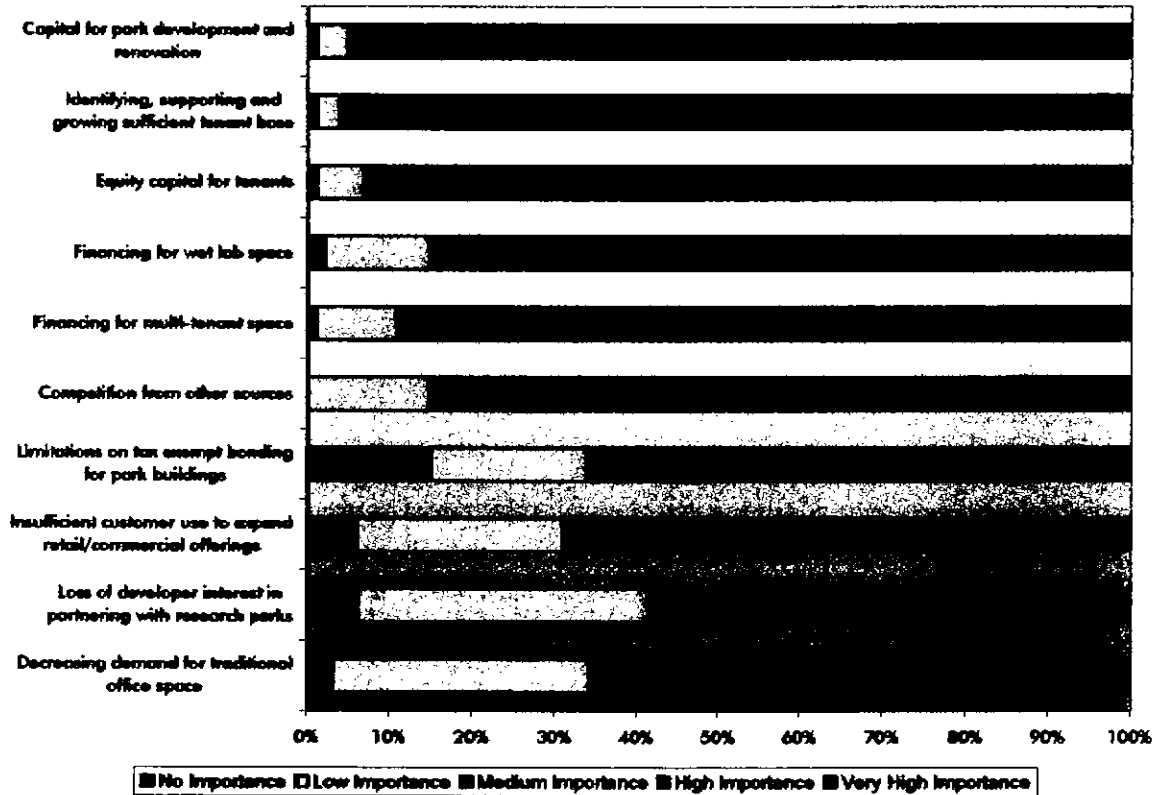
Eighty-six percent of the research park managers indicated that obtaining capital for park development and renovation was of high or very high significance. About two-thirds of the park managers indicated that obtaining financing for wet-lab space was a significant or highly significant challenge. Sixty-one percent indicated that obtaining financing for multitenant facilities would also be a challenge.

Sources respondents reported tapping to construct buildings included private developers, government grants, and bonds. The park managers reported finding few sources of operating funds with the exception of some government programs.

Capital for Tenants

Park directors responding to the survey indicated that helping tenants access capital will be a significant challenge during the next 5 to 10 years. As parks focus more on entrepreneurial start-up and emerging companies, the ability of these companies to access capital will greatly affect whether they are able to grow and expand in the park or in the community. Seventy-three percent of the respondents indicated that this was a significant or highly significant challenge facing their park in the future.

Figure 5. Importance of Challenges Facing University Research Parks



Despite expressing concerns about this issue, the respondents reported having undertaken few activities designed to assist firms with accessing equity capital, although 35 parks did report some involvement in supporting the development of angel funds and in promoting networking.

Tenants

The respondents expressed concerns about their ability to identify, support, and grow a sufficient tenant base in the next few years. Seventy-two percent of the respondents indicated that this will be a significant or highly significant challenge.

Keys to Success

The respondents were asked to indicate the importance of various factors in determining success of a university research park. They identified both external and internal factors

that contribute to the success of university research park development.

External Factors

Key success factors in university research park development include first and foremost the **commitment of university leadership and acceptance by the local economic development community**. More than 90 percent of the respondents indicated that these factors were of high or very high importance in determining success in university research park development. Other factors considered of high importance to success include **access to capital to construct buildings, a good match between core competency of university and cluster strategy in tenant recruitment, access to equity capital sources for park tenants, and capacity to assist early-stage companies in commercialization**. Interestingly, many of these factors could be summarized in these key

words: leadership, commitment, and capital (Figure 6).

Internal Factors

University research park directors indicated the most important internal attribute to the success of a research park as being able to **offer space that is cost-competitive with privately developed alternatives** in the region. The **availability of multitenant space for incubator graduates, availability of a formal business incubator, and physical proximity to main university campus** were cited as of high or very high importance to success. Other factors also considered important include the **ability to manage inventory and hold vacant space for expansion, having full-time staff independent of the university, having in-house capacity for partnership development** in addition to real-estate development, **presence of a**

corporate or government anchor tenant in the park, presence of university research anchors, and availability of amenities. The Virginia BioTechnology Research Park exemplifies the role research anchors can play in establishing a park (see text box). Figure 7 shows that 80 percent of the park directors indicated that every one of these factors is of medium to very high significance.

Summary

University research parks are clearly part of the infrastructure needed to support today's knowledge economy. But, how successful have they been in promoting technology-based growth? The next section of this report examines the economic impact of research parks.

Figure 6. Key External Determinants of Success of University Research Parks

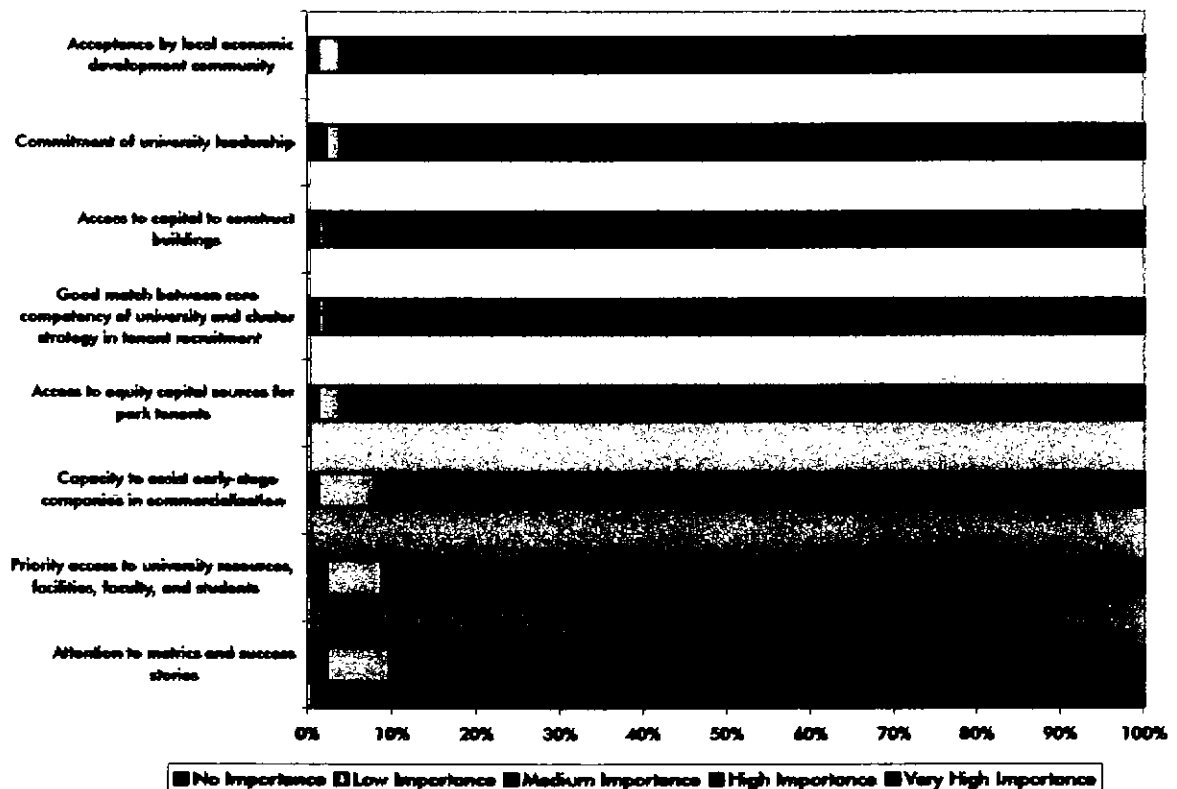
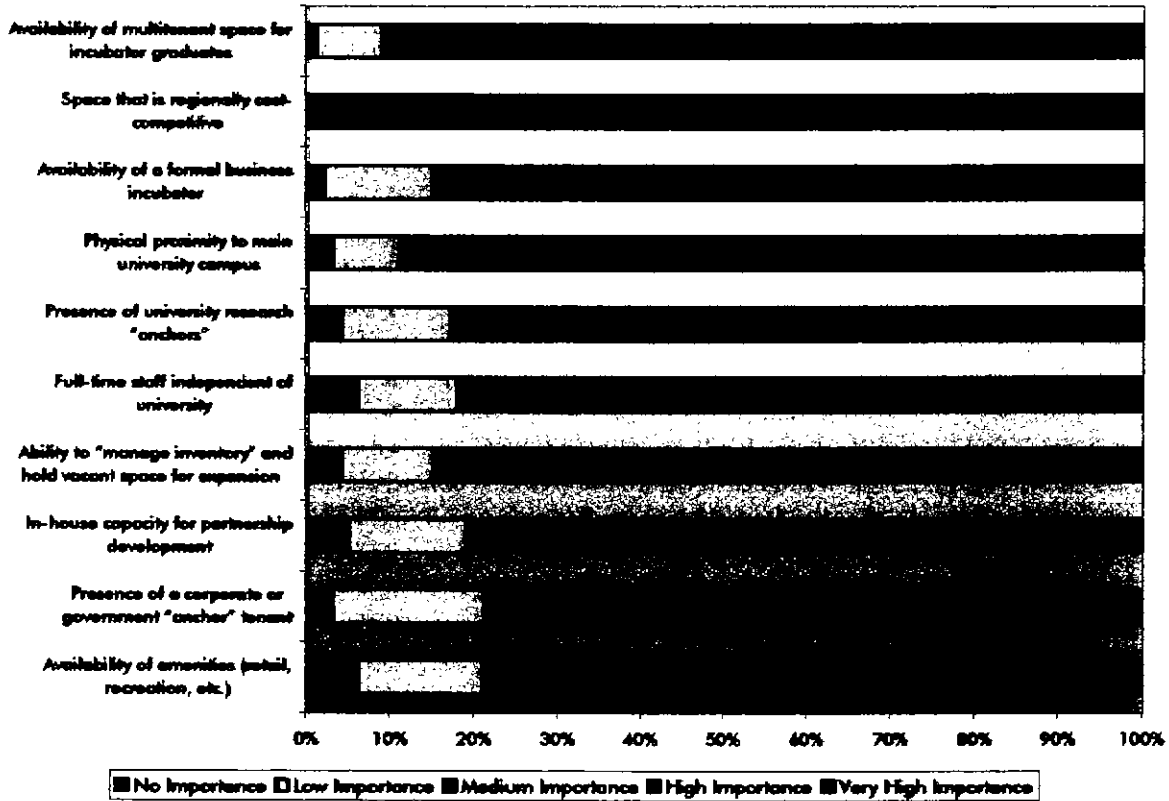


Figure 7. Key Internal Determinants of Success of University Research Parks



Research Parks Are Leveraging Anchor Tenants: Virginia BioTech

Virginia Biotechnology Research Park, situated on 34 acres in downtown Richmond, leveraged the space needs and credit capacity of its academic and government partners to finance the earliest buildings in the park.

Virginia Commonwealth University (VCU) guaranteed the master lease of the park's first multitenant laboratory building, using it mainly for research institutes associated with the VCU Medical Center. The university also leases two adaptively reused older buildings for back-office uses.

The second multitenant lab building was developed for tenancy by the Virginia Division of Forensic Science and Office of the Chief Medical Examiner, and the sixth structure was leased solely to the Virginia Division of Consolidated Laboratory Services.

All three uses were compatible with the bioscience focus of the park, which also includes a wet-lab incubator, and helped it attract the 450,000-square-foot Philip Morris Research and Technology Center now under final development.

MEASURING THE IMPACT OF UNIVERSITY RESEARCH PARKS

Why Universities Should Care About Research Parks

Park directors indicated that university research parks benefit the university in a number of ways. The most important, with 75 percent of the parks identifying it as of high or very high importance, was the ability of parks to attract research anchors, such as major national laboratories, major corporate tenants, or centers of excellence. Other important ways in which parks benefit the university are (1) park facilities help to attract research faculty, (2) sponsored research agreements often increase as a result of the interactions of faculty and companies in the park, (3) students obtain employment, and (4) the university is given opportunities to commercialize its intellectual property (Figure 8).

Another important benefit of research parks to the university is that they offer a place for faculty and students to work with industry. Three-quarters of the respondents indicated this was a high or very high priority for their park. Beyond the physical resources that they provide, research parks also foster the type of interaction between industry and universities that is critical for translating research knowledge into new technological inventions. While scientists generate basic research knowledge, other professionals with diverse backgrounds, training, and expertise are required to convert that information into technology and guide its development through various stages. Research parks can bring these varied professionals to a single location and, through shared laboratory space, meeting rooms, and break facilities, provide a forum for efficient communication.

Why Communities Should Care About Research Parks

Communities are most likely to measure benefit from research parks by the number of firms attracted to the park, growth in the total number of existing and new companies, the

average salaries of park employees relative to the average wage in the region, and employment growth in the region. The number of people who receive workforce training is considered of less importance than measures of job and firm growth (Figure 9). It was suggested that an additional impact is the effect that the park has on the local tax base.

Measuring Economic Impact

Employment in university research parks has regional economic benefits that extend far beyond a particular job or one individual's salary. These core research and technology-based industries have interdependent relationships with suppliers of other goods and services. Companies in research parks both depend upon and support others locally as well as nationally for various services (e.g., legal, marketing, waste disposal, transportation). As a result, the research park sector as a whole has an impact greater than the number of its total jobs might suggest.

To measure the true, extended reach or impact of jobs within university research parks, a set of state- and industry-specific multipliers must be used. Multipliers quantify the ripple effect discussed here where one industry or group of industries supports or creates additional economic entities including jobs, taxes and public revenues, and spending from the salaries of industry workers.

The Bureau of Economic Analysis (BEA) has developed region-specific factors that enable this impact analysis.³ The direct-effect employment multipliers from BEA are used in

³ BEA uses its "Regional Input-Output Modeling System," known as RIMS II, for calculating region- and industry-specific multipliers purchased for this analysis. For additional information on these multipliers, see <http://www.bea.gov/bea/regional/rims/>. Multipliers were not purchased for Canadian provinces; instead, multipliers for the state or states nearest to these provinces were used.

Figure 8. Importance of Methods for Measuring Benefits of a Park to its Affiliated University

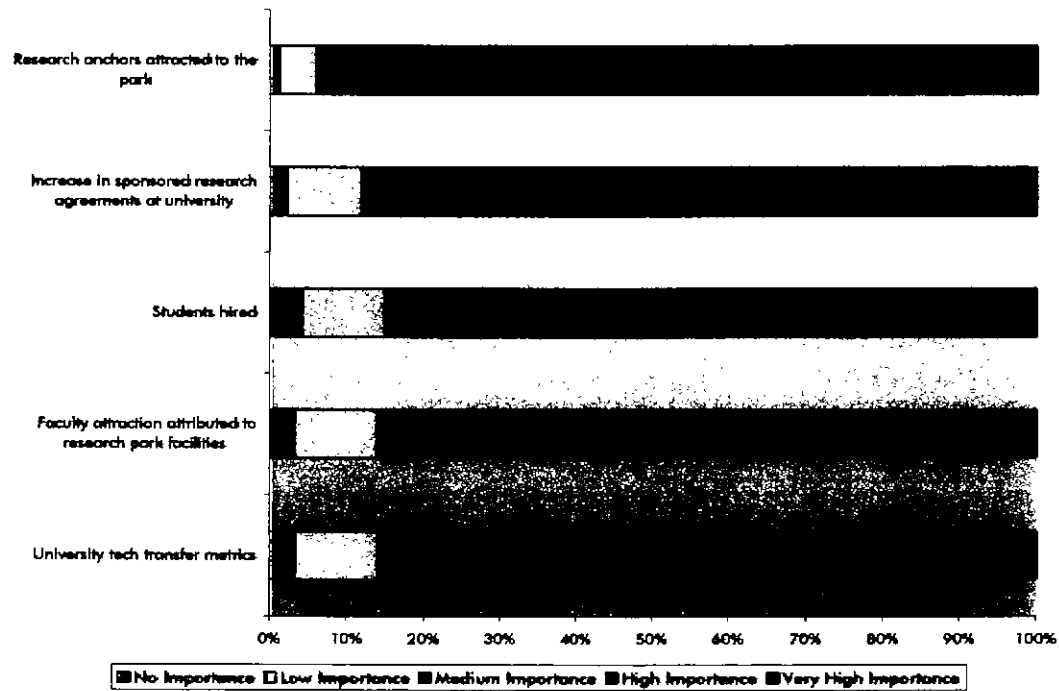
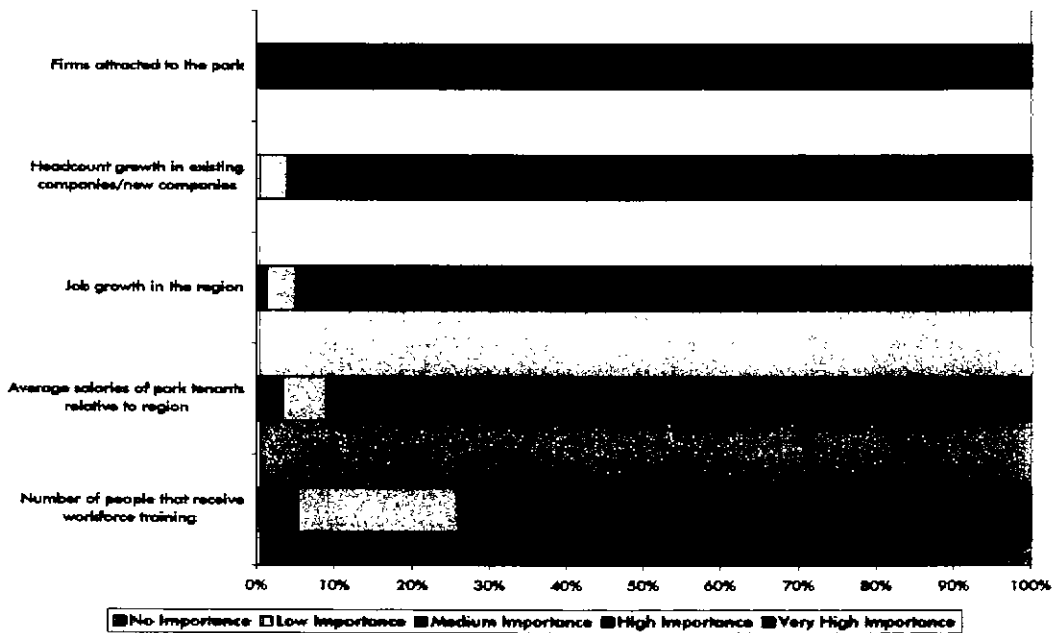


Figure 9. Importance of Methods for Measuring Benefits of a Park to its Community



this analysis to tabulate the unique state and industry impact factors for each major industry of research park tenants. The multipliers represent the total change in number of jobs in all industries (direct, indirect, and induced effects) that result from a change of one job in the corresponding industry sector.

The total indirect and induced employment impact of the 264,413 university research park jobs reported by the parks that provided employment data is an additional 414,738 jobs throughout the U.S. and Canadian economies in all sectors. Taken together, the direct, indirect, and induced research park employment impacts account for a total employment impact of 679,151 jobs (Table 8). This analysis yields a total direct-effect employment multiplier of 2.57.

In order to account for and quantify the full employment levels and impacts of those existing research parks that did not respond to the 2007 survey or did not provide employment detail within the survey, Battelle applied median employment levels (750) and the overall average direct-effect employment multiplier for research parks. The 39 parks that were not accounted for might be estimated to employ an additional 29,250. This boosts the university research park total employment figure to 300,616.

The "core" employment metric does not increase on a full one to one basis as some of these additional 29,250 employees are in "support" or other non-core jobs. Using the core-to-total share against these additional jobs, total core employment rises to 292,914. The overall university research park multiplier (2.57), when applied to this larger core employment figure boosts the total employment impact of all research parks to 752,355.

It is important to note that the multipliers in Table 8 represent a blending of all individual state and provincial responses that were then rolled up into these major industry sectors. Thus, these multipliers represent an overall metric that, for any one specific state, may under- or over-estimate the actual employment impact. For example, the scientific R&D state multipliers range from 1.60 to 2.78. The mix of

states and employment levels within this sector contribute to the overall blended 2.43 multiplier shown in Table 8.

To calculate the total employment impacts of each industry and the total for university research parks, it was necessary to collect specific information as to whether a given firm's activities were primarily R&D in nature. The BEA multipliers include a specific scientific R&D industry sector applied to each firm identified as such. Thus, Table 8 details research park employment in industries allocated for these multipliers including a large separate R&D employment total that spans almost every major industry group shown.

For example, overall employment in the drugs and pharmaceuticals sector was 28,007 as shown in Table 4. Research park directors surveyed indicated that, for 90 percent of these jobs, the primary function was R&D in nature. Thus, in Table 8, only 2,897 of that original 28,007 was allocated to the drugs and pharmaceuticals industry; the remainder is allocated to the overall scientific R&D sector.

As shown in Table 8, scientific R&D workers in university research parks number more than 125,000 and their total employment impact is nearly two and one-half times this figure at nearly 305,000 total jobs. The software industry's nearly 14,000 jobs have a total employment impact of almost 44,000. Aerospace and defense companies also have a high relative impact, with their approximately 6,400 jobs having a total employment impact of more than 23,500.

Other research park industries with relatively high employment multipliers include drugs and pharmaceuticals (5.64), computer and related hardware (4.48), agricultural biosciences (4.43), and alternative/renewable energy (4.16). These and other high-impact industries might be strategically targeted in future development efforts of research parks as those providing significant overall economic payoffs at the regional level.

Individual research parks have commissioned studies that have shown significant regional impact (see text box).

Table 8. Research Park Employment by Detailed Industry Allocated for Economic Impact Analysis

Industry Employment Allocated for Multipliers	Current Park Employment	Direct-Effect Employment Multiplier	Total Employment Impact
Total core park employment	264,413	2.57	679,151
Scientific R&D	125,280	2.43	304,691
Software	13,893	3.16	43,964
Aerospace/Defense	6,417	3.68	23,592
Healthcare Services	8,603	2.23	19,156
Centralized Business Support Services	11,134	1.60	17,781
Computers and Related Hardware	3,919	4.48	17,561
Drugs/Pharmaceuticals/Diagnostics	2,897	5.64	16,345
Management/General Business Consulting/Services	7,810	1.93	15,082
Advanced Materials	3,950	3.81	15,048
Communications Equipment	5,049	2.91	14,696
Scientific and Engineering Services	5,688	2.04	11,587
Medical Instruments and Devices	1,895	3.56	6,751
Laboratories (medical, biological, environmental testing)	2,004	2.28	4,566
Instrumentation and Sensors	1,159	2.67	3,097
Colleges/Universities (nonresearch)	1,772	1.62	2,870
Insurance	913	2.85	2,601
Other Government	815	2.39	1,949
Ag/Plant Biosciences and Related Chemicals	380	4.43	1,682
Environmental Consulting/Services	763	1.72	1,316
Alternative/Renewable Energy	302	4.16	1,256
Other Electronics	152	2.89	440
Misc. Manufacturing	36	2.32	84
Other core employment, not classified	59,583	2.57	153,039

Note: The Other Bioscience R&D and Other Scientific R&D industries shown in Table 4 do not appear in Table 8 as they are included entirely within the overall Scientific R&D industry.

University Research Parks Generate Significant Economic Impacts

A 2003 study of the economic impacts of the Iowa State University Research Park found that the park links directly to almost \$88 million in industrial output. Businesses that provide services to park customers and employees generate an additional \$46.3 million, for a total impact of \$1.34 billion. The park employed 900 Iowans, with an average wage of \$40,000.*

A study of the economic impacts of the University of Arizona Science and Technology Park found that the park contributed \$1.9 billion to the economy of Tucson and Pima County during fiscal year 2003 to 2004. Total jobs impact was 13,300 jobs.**

*David Swanson, *The Economic Value of the ISU Research Park and Its Impact*, Department of Economics, Iowa State University, February 2003, http://www.isupark.org/news/pdf/economic_value_study.pdf.

**Van Pendergich, David and Allison L. Clancy, *Economic and Tax Revenue Impacts of The University of Arizona Science and Technology Park During FY 2003-2004*, The University of Arizona, March 2003, http://www.suic.arizona.edu/impacts/2003-2004_impact_study.pdf.

TRENDS IN UNIVERSITY RESEARCH PARK DEVELOPMENT

Research Parks Today

As stated previously, the research park model has evolved significantly during the past 40 years. This section describes today's research parks and key trends impacting their future evolution.

Research parks have grown at a steady pace during the past three decades. Of the total number of parks that responded to the survey, 6 percent were established in the 1970s; 28 percent in the 1980s; 32 percent in the 1990s; and 30 percent so far in this decade. The majority of the respondents are continuing to construct new buildings. Seventy-four percent of the respondents reported that they had completed a building between 2004 and the present.

The majority of research parks continue to be developed in suburban areas, although activity is increasing in urban areas. Approximately 60 percent of all parks responding to the survey are located in suburban areas. Of those parks established in the 1980s, 54 percent were located in suburban areas; in the 1990s, this number rose to 63 percent. From 2000 to 2003, 73 percent of new parks created were located in suburban areas; however, 53 percent of parks created since 2004 are located in urban areas.

Research parks are considered an effective tool to spur homegrown business retention and expansion. Research parks traditionally were established to recruit R&D and technology companies to locate near a university to build a cluster of high-wage companies. Today, the vast majority of parks report that a primary goal of their park is to serve as a location for existing businesses in the region to grow and expand. Respectively, more than 50 percent and 27 percent of the respondents indicated that growing existing companies is a very high or high priority for their park.

Key Findings

- Research parks have grown at a steady pace during the past three decades
- The majority of parks continue to be developed in suburban areas, although activity is increasing in urban areas
- Research parks are considered an effective tool to spur homegrown business retention and expansion
- Research parks are placing greater emphasis on incubation and entrepreneurship
- Research parks are succeeding in growing new companies that remain in the region
- Research parks are focusing on targeted industry clusters
- Research parks are being viewed as a commitment to economic development
- Tenants locate in research parks to access a skilled workforce
- Research parks use various mechanisms to support university-industry relationships

Research parks are placing greater emphasis on supporting incubation and entrepreneurship to grow their future tenant base. Of the research park directors responding to the survey, 95 percent indicated that creating an environment that encourages innovation and entrepreneurship is a high priority, with 71 percent indicating it as a very high priority for their park. As a result of the focus on incubation, 60 percent of the research parks reported that their tenants are more likely to be smaller, start-up enterprises or corporate lablets rather than the large companies of 5 to 10 years ago. Somewhat surprisingly,

Research Parks are Focusing Increasingly on Incubation of Emerging Companies: Purdue

Begun in 1961 as a conventional office park that buffered the Purdue campus from other uses, the Purdue Research Park re-invented itself in the 1990s, focusing heavily on business incubation.

Purdue Research Foundation, the owner of the park, built on the success of an existing multitenant building, supported by a variety of business-acceleration programs also managed by the Research Foundation, such as the Gateways program for entrepreneurial development and the Trask Fund for precommercialization research.

By investing its endowment funds and leveraging tax-increment financing through the state's Certified Technology Park program, Purdue more than quintupled the acreage of the park and added a new incubator (since doubled in size) as well as a second multitenant building. This growth has brought the space dedicated to small and emerging businesses to more than 200,000 square feet.

Research Parks Are Succeeding in Incubating and Growing Companies

- Nearly 800 firms graduated from park incubators in the past 5 years
- About one-quarter of these graduates remain in the park
- Only 13 percent failed
- Less than 10 percent left the region

parks were multitenant buildings; in the 1990s, 50 percent were multitenant; but, since 2000, only 39 percent of the new buildings constructed have been multitenant. Yet, examples of parks exist, such as the Chicago Technology Park, that are primarily multitenant.

University research parks are succeeding in incubating and retaining start-up firms in the community. Fifty-nine parks reported graduating a total of 759 firms from a park incubator during the past 5 years. Of these, 62.5 percent remain in the region: 156 (20.6 percent) moved to multitenant space within the park, 19 (2.5 percent) moved to their own building in the park, and 299 (39.4 percent) left the park but remain in the community (Table 9). Of the remainder, 15.1 percent were acquired or merged, 12.8 percent are no longer in business, and only 9.6 percent left the region.

the percentage of multitenant buildings being built has decreased as a percentage of total new buildings built. In the 1980s, 53 percent of the buildings constructed in university research

Table 9. Incubator Graduates

Number of Graduates Who	Number of Firms	Percentage of Total
Left the park but remain in the community	299	39.4%
Moved to multitenant space within the park	156	20.6%
Acquired or merged, and other outcomes	115	15.1%
Are no longer in business	97	12.8%
Left the region	73	9.6%
Moved to own building in the park	19	2.5%
TOTAL	759	100.0%

Research parks are more likely to be targeted to particular niche areas. To compete in technology development, a region or state in its economic development efforts must differentiate itself and cultivate and sustain specialized areas of expertise where it can be a world leader. As the National Governors' Association in its *Governor's Guide to Trade and Global Competitiveness* explains: "Each state must exploit the unique advantages it has relative to other states and build on the strengths found in its local "clusters of innovation"—distinct groups of competing and cooperating companies, suppliers, service providers, and research institutions."⁴

Research Parks Are Focusing on Niche Expertise

The 265-acre Clemson Research Park, originally developed by the South Carolina Research Authority in Anderson, 9 miles from campus, was once filled with companies with few clear connections to the university's research strengths.

In 2006, the university and Anderson County announced a reinvention of the park, under which it will be renamed the **Clemson University Advanced Materials Center** and will be anchored by the university's 111,000-square-foot Advanced Materials Research Laboratory.

The park will target global-scale advanced materials companies and will also have a new-business incubator. It complements the **Clemson University International Center for Automotive Research (CU-ICAR)**, another research park being developed 30 miles to the northeast in Greenville. CU-ICAR is also off the main Clemson campus but is being anchored by another specialized university facility, the **Carroll A. Campbell Jr. Graduate Engineering Center**.

⁴ *Governor's Guide to Trade and Global Competitiveness*, National Governors' Association, 2002, p. 5, <http://www.nga.org/Files/pdf/AM02TRADE.pdf>.

The need to drive economic growth through focus areas is not a new concept in state and regional economic development. Different today, however, is the emphasis placed on technology-based innovation. A region's ability to lead in technology innovation and deployment in specific focus areas is becoming a critical and defining driver of economic competitiveness.

This approach can be seen in the number of research parks focusing on specific technology areas. Bioscience is the most common focus area for specialized research parks; but, examples of parks exist in other sectors, such as Clemson University's Advanced Materials Center and Cornell's Agriculture and Food Technology Park (see text boxes).

Universities Are Developing Very Focused Niche Parks: Cornell's 'Technology Farm'

Cornell's Agriculture and Food Technology Park (also known as the Technology Farm) targets the specific strengths of the university's New York State Agricultural Experiment Station in Geneva, a satellite agricultural research center 45 miles from the main campus in Ithaca.

While all animal research takes place in Ithaca, Geneva is home to 50 university faculty members and 250 staff specializing in the basic science and applied-technology needs of New York State fruit and vegetable growers (including the nearby Finger Lakes wineries) and food processors.

Anchored by the planned expansion of a USDA Agricultural Research Service germplasm repository into a major National Grape Genetics Lab, the 74-acre research park is a cooperative effort of the university, the city, the county, and the local utility company.

It includes a 20,000-square-foot multi-story "flex" building for commercial use and upgraded pilot-plant facilities for the food and beverage industries.

Research parks are being viewed more as an expression of commitment to economic development. In the past, many research parks were primarily viewed as a passive real-estate investment with limited university involvement or presence. That is not the case today as the results in this report document. Two-thirds of respondents indicated closer involvement by university leadership and more emphasis on university involvement in the past 5 to 10 years.

Park directors report that the primary reason why tenants locate in a university research park is to access a skilled workforce, including students. Eighty-five percent of the respondents indicated that access to a skilled workforce was of high or very high importance to tenants. Other attributes of a university research park that are important to tenants are the quality

of buildings; the prestige of being located in a research park; and access to university faculty, facilities, and equipment (Figure 10).

University research parks use various mechanisms to foster university-industry relationships. The most effective include having partnership-developer staff or others charged with relationship building between industry and departments, availability of university core user facilities open to industry, human resource matching programs such as internships and co-ops, and access to university research labs and university technology transfer and commercialization offices. Pilot plants or demonstration labs open to industry and university educational course offerings available at the park are of lesser importance (Figure 11).

Figure 10. Reasons Why Tenants Locate in University Research Parks

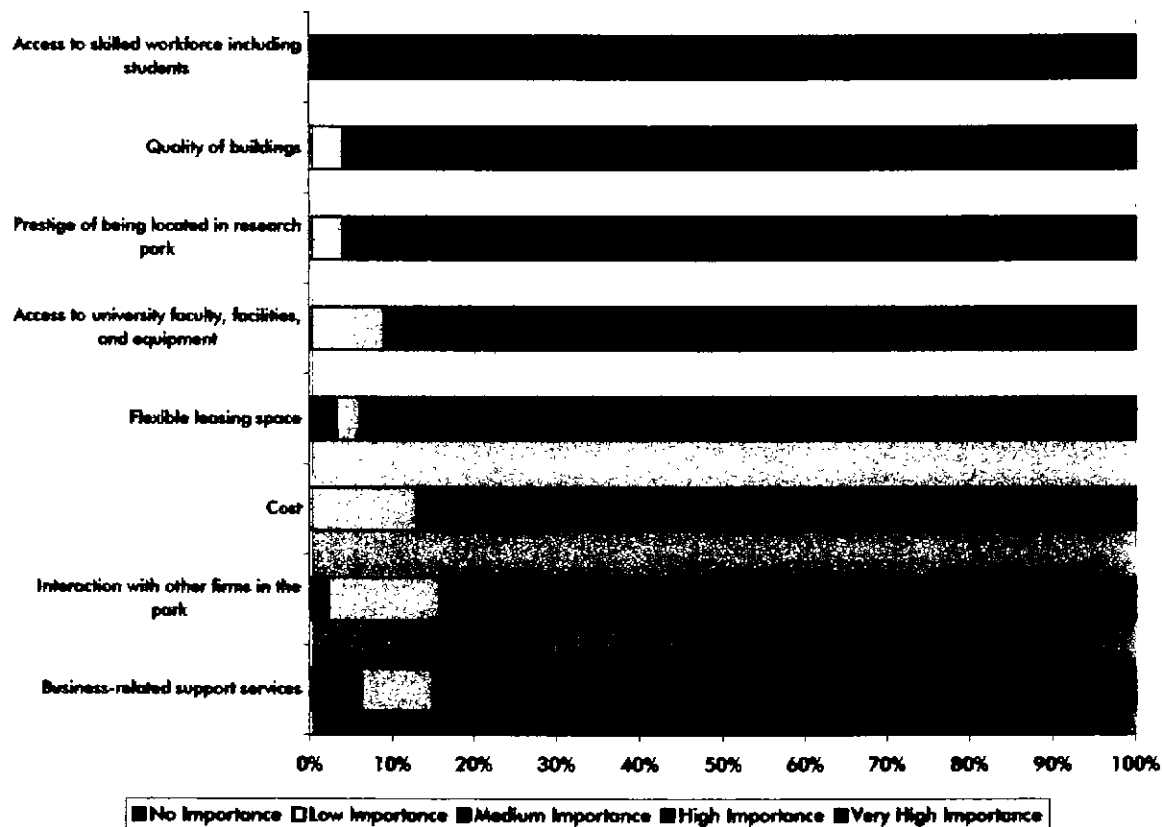


Figure 11. Importance of Various University-Industry Partnership Mechanisms

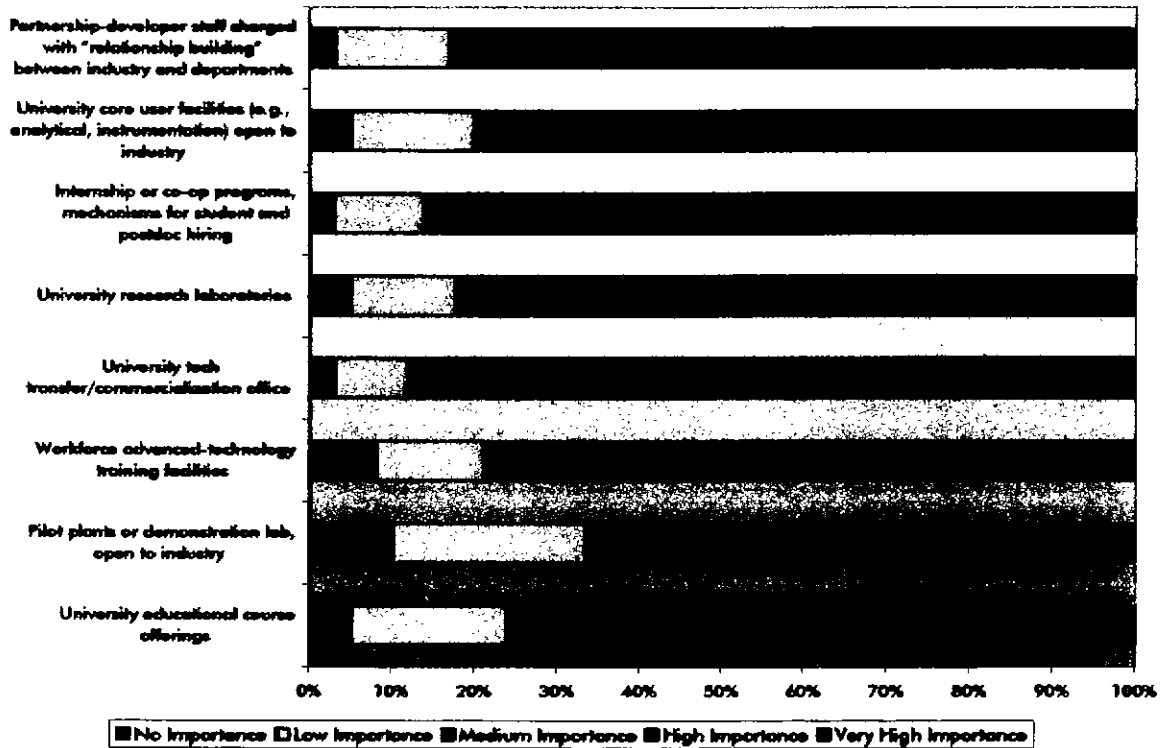


Table 10 shows the number of parks that reported having specific university-industry partnership mechanisms. The large number of responses across the mechanisms for university-industry partnerships suggests that parks, recognizing the differing needs among industries, areas, and firms, are offering not only one but a menu of methods for park tenants to engage and work with higher-education institutions. Universities and research park managers should continue and expand these menus because one size *does not fit* all. No one mechanism is sufficient; a number of mechanisms must be used concurrently. While this will be discussed further in "The 21st Century Research Park: Challenges and Opportunities" section of this report, parks are starting to increase their focus on the talent or workforce issue through internship or co-op programs, but generally have not moved further along the talent continuum of interventions to course offerings or training facilities.

University Research Parks of the Future

A new model—strategically planned mixed-use campus expansions—is emerging that involves shared space in which industry and academic researchers can work side by side. These university-affiliated mixed-use campus developments are not simply real-estate activities. They embody a commitment by universities to partake in broader activities, offering companies high-value sites for accessing researchers, specialized facilities, and students and promoting live-work-play environments. Key features of these mixed-use developments include the following:

- Substantial space for significant future research growth
- Planned multitenant facilities to house researchers and companies
- Housing and other amenities attractive to young faculty, postdocs, and graduate students

Table 10. University-Industry Partnership Mechanisms Offered by Parks

Mechanism	Number of Parks Offering Mechanism
University research labs	78
Partnership-development staff or others charged with "relationship building" between industry and departments	70
University tech transfer/commercialization offices	65
University educational course offerings	64
Human resource matching: internship or co-op programs, mechanisms for student and postdoc hiring	62
University core user facilities, open to industry	58
Pilot plants or demonstration lab, open to industry	44
Workforce advanced-technology training facilities	39

The Future of Research Park Development

- A new model—strategically planned mixed-use campus expansions that include space for academic and industrial uses—emerges
- On-site amenities are critical to attract innovation employees
- Research parks serve an effective tool to spur urban revitalization
- Research parks are used to leverage assets of non-university R&D organizations
- Research parks become leaders in sustainable design
- Research parks embrace global focus

- Flexible development options, some led by universities and others led by developers.

Greater emphasis is being placed on providing a range of amenities in addition to office and lab facilities. North Carolina State's Centennial Campus is a leading example of a mixed-use campus (see text box on next page). The University of California at San Francisco (UCSF)/Mission Bay development, the University of South Carolina's (USC)/Innovista, and the Piedmont Triad Research Park in Winston-Salem (see text box on page 26) offer additional examples of the research park of the 21st century.

- **UCSF/Mission Bay.** Mission Bay comprises layers of mixed uses, all surrounding a new research campus for UCSF built on 43 acres donated to the university as part of the overall redevelopment of a 303-acre former rail yard. The UCSF campus itself is mixed use, including four major bioscience laboratory buildings; housing for more than 800 faculty, students, and staff; a community center; a childcare center; two garages; and a central green space. That institutional core is adjoined by an additional 14.5 acres set aside for a planned 289-bed hospital center and by space for commercial bioscience uses being developed by both nonprofit and for-profit owners. Finally, both areas are buffered from downtown by a larger area for general office and retail development, along with thousands of more housing units (many affordable). The live-work population of the entire redevelopment district is projected to reach 9,000 by 2020.
- **USC/Innovista.** USC is collaborating with private developers on a 200-acre, mixed-use, live-work zone in downtown Columbia called Innovista. Connecting the city's arts district to the riverfront, Innovista will have several "neighborhoods" that parallel faculty cluster-hiring initiatives supported by the state through its Centers of Economic Excellence program, and infrastructure financing through the state's Life Sciences

Centennial Campus at North Carolina State in Raleigh NC

Example of a university-affiliated research park development as part of larger-scale mixed-use developments:

In the 1980s, pressure for space at the main North Carolina State University (NCSU) campus in Raleigh led to exploration of nearby options, including substantial holdings by the state mental-health system and the Diocese of Raleigh on 1,000 acres surrounding the old Lake Raleigh Reservoir. Starting in the 1980s, the land was conveyed to NCSU in stages, and serious planning began with the appointment of a former dean of the university's School of Design to the position of campus coordinator. At the outset, Centennial was conceived as a "smart growth" community that would incorporate a live-work environment and minimize the need for driving through its envisioned light-rail connector to the main campus. (The connector is still not built, but its functions have been assumed by the campus bus

system.) The plan for Centennial evolved into a unique combination of institutional and commercial space side-by-side in a dual-use "campus of the future." The campus is divided into "neighborhoods" serving diverse high-tech sectors, each focusing on programmatic strengths of the university. First to move was the College of Textiles, followed by the research (and now the instructional) components of the College of Engineering and selected units of other colleges. In 2002, some 200 additional acres already owned by the university and home to its College of Veterinary Medicine were renamed "Centennial Biomedical Campus" and will be developed using the Centennial Campus model. In all, 1,334 acres will be developed, and the campus is still at less than 20 percent of its anticipated total square footage.

Act. Each neighborhood features at least one academic building owned by the university and one building for commercial research partners financed by private developers. The currently planned neighborhoods serve "future energy," public health, and biomedical uses.

Amenities will be an important offering of future research parks. On-site amenities, such as restaurants and retail stores, are considered important in attracting innovation employees; yet, the number of parks reporting such development was fairly small. Three-quarters of the respondents indicated a greater emphasis on amenities within the park now than 5 to 10 years ago. But, while 45 parks indicated that their parks included university-only and specialized facilities, only 35 indicated that their park contained a conference center, 21 reported the presence of a hotel, 21 have retail shops, and 20 include on-site housing. These small numbers may indicate that parks have not yet been able to incorporate amenities

or are having difficulty finding the financing to develop them. It may also be easier to address some elements in an urban rather than a suburban setting.

University Park at the Massachusetts Institute of Technology exemplifies a park including various amenities. In addition to 1.5 million square feet of wet-lab facilities in nine buildings and 674 residential units in five buildings, the park includes the following:

- A 210-room hotel and conference center
- Two restaurants
- A health club
- A full-service grocery store
- Banking services
- A childcare center.

Research parks are being developed in urban areas as a component of neighborhood revitalization plans, such as the park under development adjacent to Johns Hopkins University in Baltimore, the Center of Research,

Research Parks and Urban Redevelopment: Piedmont Triad

Some 200 acres of historic downtown Winston-Salem NC are being transformed by Piedmont Triad Research Park, anchored by a new biomedical research campus for Wake Forest University Health Sciences and other educational facilities.

The park, divided into three districts, has a master plan calling for ultimate buildout to 5.7 million square feet. In addition to research facilities for the university and commercial tenants, the park will include office buildings, retail shops, restaurants, and some residential housing.

Complementing other downtown revitalization initiatives, the park will honor the urban street grid, connecting new buildings and surrounding "urban park" open space to existing historic structures and retail clusters in the city's core.

Both bioscience and IT tenants occupy several new multitenant buildings. The park also includes space for a satellite office of the North Carolina Biotechnology Center and for a node on the state's network of biomanufacturing training facilities at community colleges and state universities.

Technology and Entrepreneurial Exchange (CORTEX) in St. Louis, and Piedmont Triad Research Park in Winston-Salem (see text box). But, nearly half the respondents indicated that they did not think there was more emphasis on parks being built as part of a revitalization effort rather than as a greenfield development.

Research parks are being developed to leverage the assets of non-university R&D organizations such as federal laboratories. In addition to universities, major medical research centers and public and private research organizations can be key drivers of TBED. It is becoming increasingly common for

communities in which a federal laboratory is located to create a research park to leverage laboratory resources to realize economic development.

Federal laboratories attract companies that wish to leverage the expertise of the laboratory researchers and to gain access to highly specialized, and often unique, facilities and equipment. Research parks can also provide a location for start-up companies that are created to commercialize technology developed in the lab and for lab contractors.

Sandia Science and Technology Park, the National Aeronautics and Space Administration (NASA) Research Park @ NASA Ames, and the Tri-Cities Science and Technology Research Park located close to the Pacific Northwest National Laboratory are examples of research parks that have been developed by or adjacent to federal laboratories. Another example, the East Tennessee Technology Park at Oak Ridge National Laboratory, is described in the text box on the next page.

More emphasis is being placed on sustainability as a design principle. Sustainable development involves balancing development needs against protection of the natural environment so that needs can be met now and in the future. Such development takes into account economic, environmental, and social considerations. In the future, it is likely that research parks will be developed to minimize impact on the environment and to use renewable energy sources and "green" building practices. "Green" building practices refers to the design and construction of buildings in such a way that it increases the efficiency of the building and its use of energy, water, and materials while at the same time reducing the building impacts on human health and the environment through better design, construction, operation, and maintenance. Two-thirds of the respondents indicated that there has been an increase in the emphasis on sustainability in the past 5 to 10 years and this trend is likely to continue. Vancouver Island Technology Park exemplifies

Research Parks Are Developing in Partnership with Federal Labs

As Oak Ridge National Laboratory (ORNL) reduces the amount of land needed to carry out its missions for the U.S. Department of Energy (DOE), the park contractor (a joint venture of Battelle and the University of Tennessee [UT]) is focusing on the research park model to reuse land and contribute to regional economic development.

Several related initiatives are under way or proposed. For several years, the Community Reuse Organization of East Tennessee (CROET) has been marketing East Tennessee Technology Park, comprising 7,000 unneeded acres of both the historic gaseous diffusion plant and a greenfield site nearby.

Last year, the DOE lab announced it would lease 40 additional acres on the active ORNL research campus to CROET for Oak Ridge Science and Technology Park, which will provide programmatic support for substantive interaction between companies and ORNL researchers. Two 100,000-square-foot buildings are under construction by private owners, one an engineering services contractor and the other a developer of multitenant space.

These developments have spurred complementary research or technology-park initiatives at the UT Knoxville campus and on private land elsewhere in what is now being branded as the "Oak Ridge Innovation Valley."

Vancouver Island Technology Park Achieves LEED Gold Certification

The University of Victoria created the Vancouver Island Technology Park in 2001 to promote academic, industry, and government collaboration designed to lead to the establishment and maintenance of research and technology-based facilities in British Columbia. The park was developed on 35 acres and used a former hospital as its first building. This building, developed as a "green building," has since been certified as the first Leadership in Environmental and Energy Design (LEED) Gold Certified Building in Canada. (LEED is a rating system developed by the U.S. Green Building Council.)

Some of the actions taken to make the park green included the following:

- Reduce overall potable water use by using waterless urinals, dual flush toilets, and Sensor Flush.
- Limit the use of potable water for landscaping irrigation by planting native plant species.
- Recharge the water table with storm water filtered through grass and gravel parking.
- Filter polluting substances and sediments out of storm water run-off from vehicle parking and roads before it leaves the site by using Water Filtration.
- Create moderate microclimate with vegetative cover. Conserve existing natural areas and restore damaged areas to provide habitat and promote biodiversity.
- Conserve and/or create native plantings and wildlife habitat through appropriate landscaping strategies.
- Minimize potentially harmful chemical pollution in managing indoor and outdoor plant and structural pests by not using pesticide products on landscaping.
- Reduce disposal of waste materials in landfills by providing on-site recycling facility.

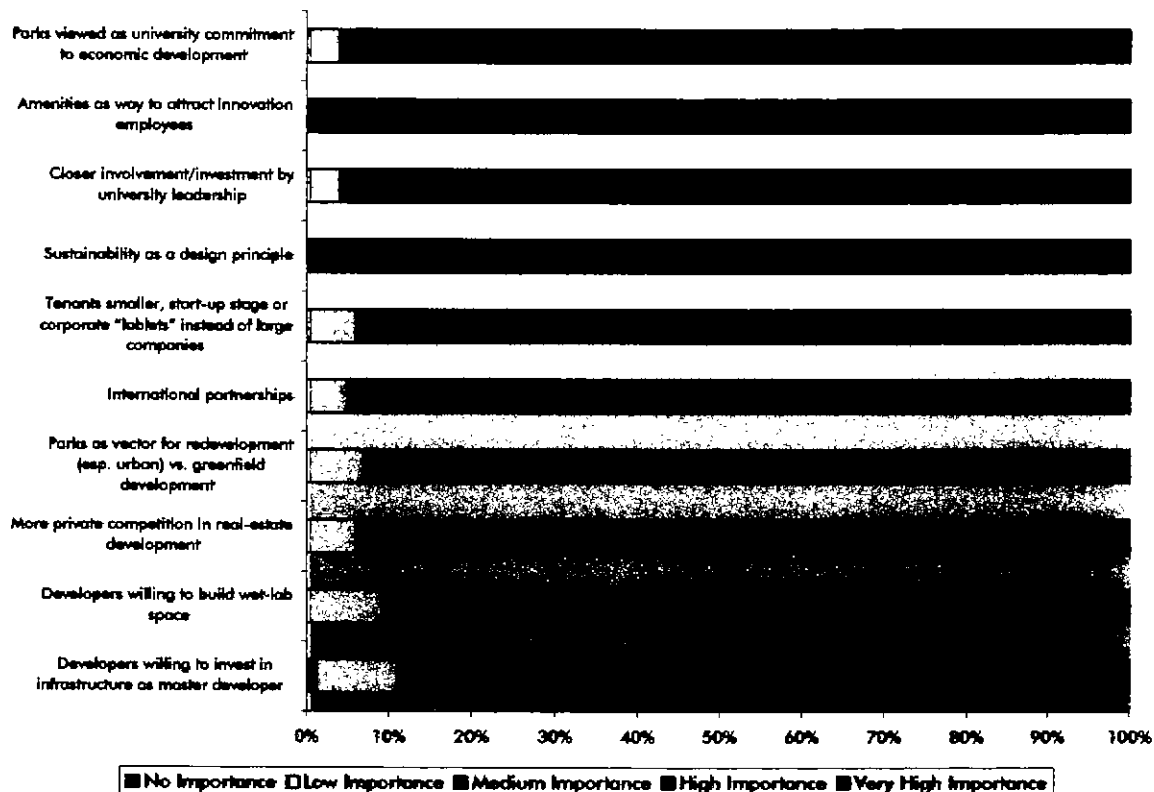
a park that has adopted sustainability as a design principle that would attract tenants, which has proved to be the case according to park management (see text box on page 27).

International partnerships are becoming more important in university research parks. Sixty percent of the research parks surveyed indicate that there was more emphasis on international partnerships in the past 5 to 10 years than previously, and park directors said that they expected to see parks attracting more international tenants and having more of a global focus in the future. Forty-five percent of the respondents replied that serving as a landing pad for the recruitment of both national and international industry to a region is a very high priority; another 34 percent indicate that it is a high priority.

University Research Park in Madison WI has signed a formal agreement with the Biotechnology Innovation Center in Frankfurt, Germany. The purpose of the agreement is to encourage strategic collaborations between researchers and companies in each of the parks. It is anticipated that the companies in each park will be made aware of the capabilities and expertise of the companies in the other park. The parks will also share information on research park operations and best practices in areas such as workforce development, technology transfer, venture capital, and business incubation.

Figure 12 summarizes the respondents' views on the changes that have occurred in university research parks during the past 5 to 10 years.

Figure 12. Importance of Changes in Research Parks in Past 5 to 10 Years



Summary

Today's university research parks seek to create meaningful linkages between the university's resources and capabilities and the companies located in the research park. Providing a physical location that promotes such interaction can effectively stimulate innovation and generate economic activity. But, as tenants and sponsoring institutions require more of university research parks, the parks are challenged to meet both rising expectations and the demands being placed on them, such as providing amenities, services, and live-work-play environments.

THE 21ST CENTURY RESEARCH PARK: CHALLENGES AND OPPORTUNITIES

These survey results show the emergence of a new recipe for research park development—much different than the model that emerged in the 1960s and 1970s (Figure 13). Most older research parks focused on recruiting firms as tenants; but, these firms interacted very little or not at all with researchers at the nearby university or federal laboratory. Most parks were developed as “green space,” and few included university facilities. The 21st century model evolving today is based on the following:

- Building a strong entrepreneurial development focus that seeks to recruit and support entrepreneurs from the university and community in a “grow-our-own” approach.
- Offering tenants multiple ways to interact with a university, such as providing access

to specialized labs, employing students as interns, using university services and support, and interacting with researchers at university facilities located in the park.

- Adding amenities, such as service support, retail and commercial establishments, and, in some instances, residential housing nearby as part of the development scheme.
- Tailoring more varied approaches to development, including working with developers on a per-parcel or per-site basis and addressing demands for both single-tenant and multitenant facilities.

The University of Maryland–College Park M Square Research Park is an example of a park being developed along these lines (Figure 14).

RTP is evolving to respond to today’s needs (see text box on page 33).

Figure 13. Evolution of University Research Parks

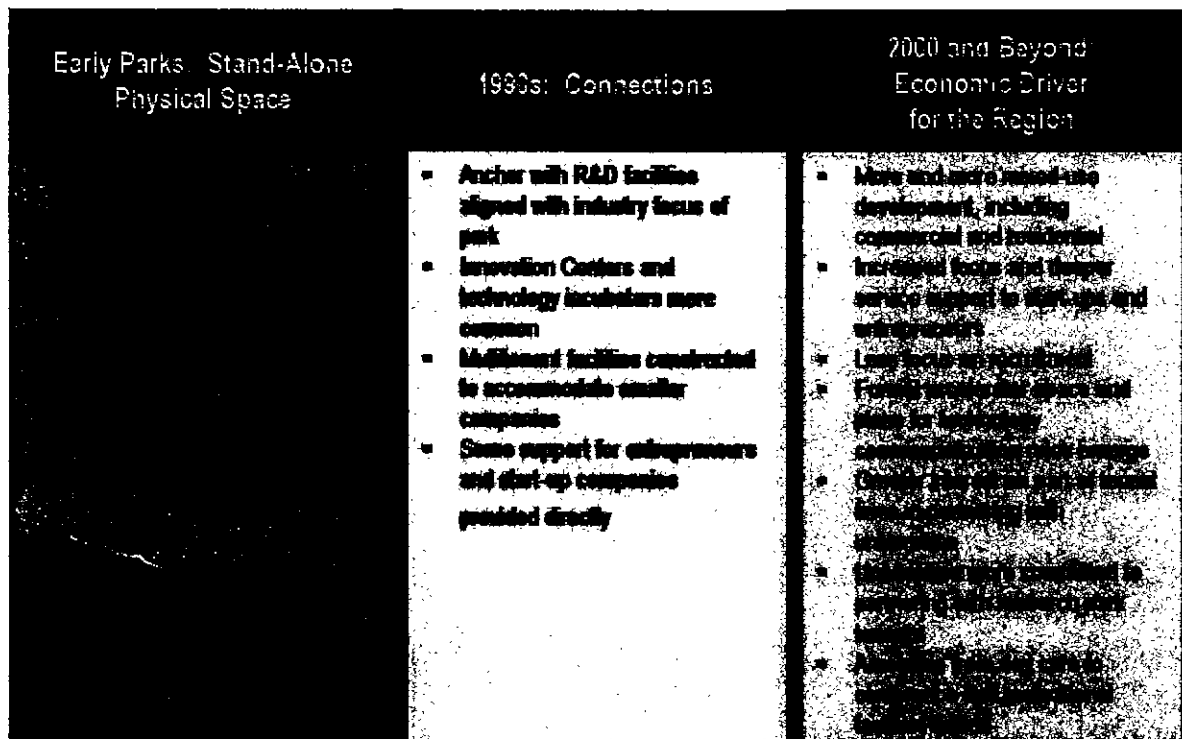
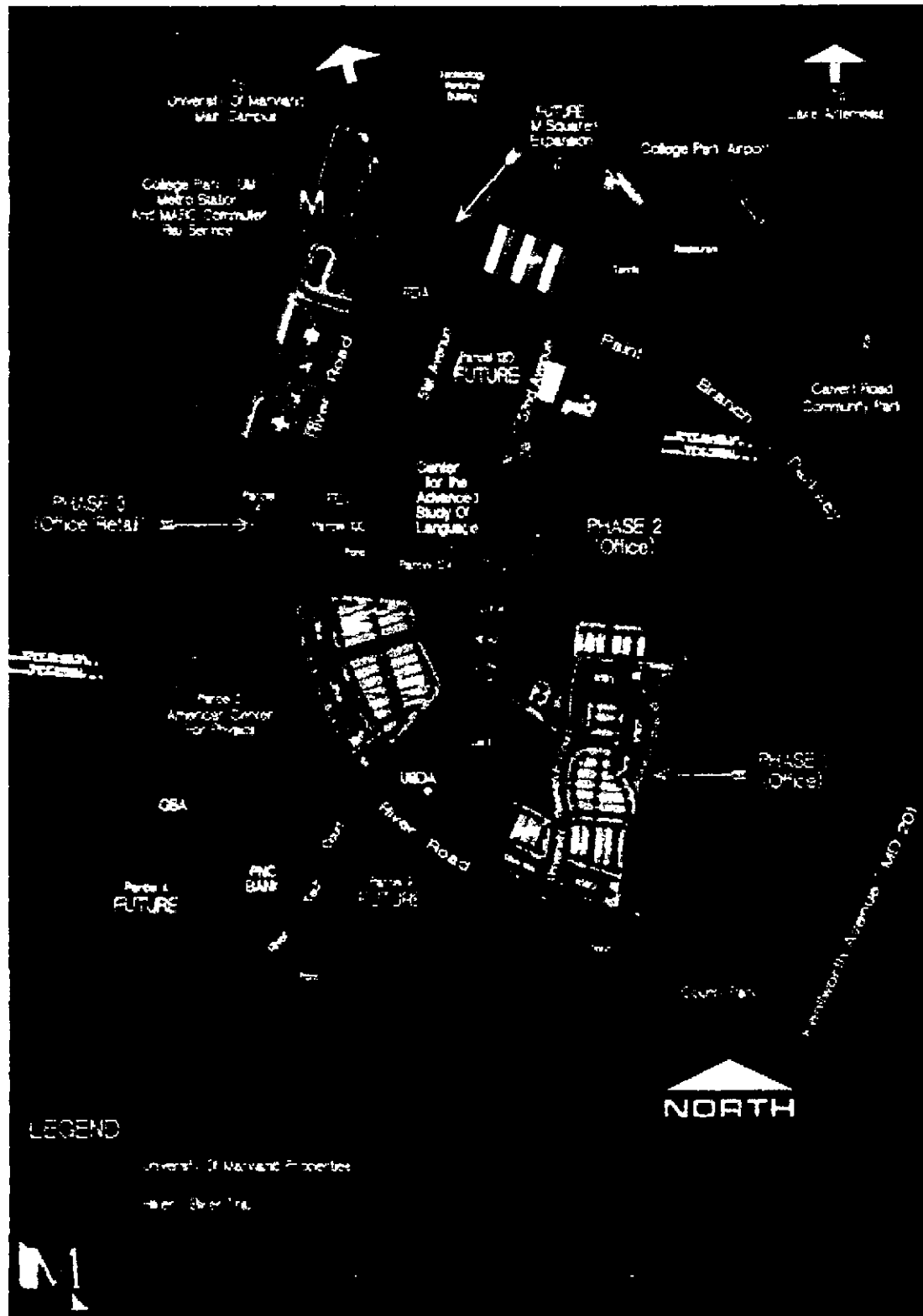


Figure 14. M Square, University of Maryland Research Park



The Research Triangle Park—Building on a Legacy for Future Sustainability

RTP was founded in 1959 by government, university, and business leaders as a model for research, innovation, and economic development. By establishing a place where educators, researchers, and businesses could collaborate as partners, the RTP founders hoped to change the economic composition of the region and state, thereby increasing opportunities for North Carolina citizens.

RTP is one of the oldest and largest examples of positive impact on an economy by strategic investments in education, infrastructure, and business climate. RTP's success was built around its first-mover status in research parks, its ability to build a critical mass of technology companies and knowledge workers, and its linkages to the region's universities' R&D strengths. RTP's future success will depend on its ability to build on its strengths and address global and technology trends.

Over the past 50 years, the vision for RTP has transformed into the leading and largest planned research park in North America, recognized around the globe for its world-class R&D companies and contributions. Spanning 7,000 total acres, with 20 million square feet of developed space, RTP is currently home to over 157 companies employing more than 39,000 knowledge workers in a wide array of industries. RTP is steeped in deep and robust relationships with three world-class research universities in close proximity: Duke University in Durham; NCSU in Raleigh; and the University of North Carolina at Chapel Hill.

As the Research Triangle region has grown both outward and inward toward RTP, a host of amenities has developed around RTP. Currently, major initiatives are under way to re-develop older RTP properties and encourage retail and residential development in parcels directly surrounding the park. Within a 4-mile radius of RTP's boundaries, 13 million square feet of built space and 15,000 acres are under development for office, commercial, retail, and industrial uses. In the same area, there are more than 40,550 housing units, offering executive housing, single-family homes, townhouses, and apartment units. The developments around RTP have contributed to a unique urban landmass with a tremendous impact on the region's and state's economic vitality and dynamism. No other campus location in the Research Triangle region has comparable access to such a broad mix of housing and retail opportunities.

Because of its history of success, first-mover advantage, and grand scale and vision, RTP is uniquely positioned to evolve once again and accomplish first-mover advantage among research parks. Building on historically low-density development and incorporating the best of new urban design standards, RTP is influencing a new urban land form characterized by mixed-use developments close to world-class R&D operations placing increasing importance on green building, carbon neutrality, and environmental sustainability. RTP incorporates the best of historical research park principles with the best of new urban design standards.

RTP is committed to remaining a place where companies and academic talent can come together. RTP's scale makes it possible to be transformational, to maintain its status as a vital economic engine for the region, and to compete on a global level. The opportunity to marshal the collective resources of RTP's world-class R&D firms and research university connections will enable RTP to be a leader in forging a new, "next generation" model to ensure that it remains a place where world-class knowledge workers and R&D operations will congregate and develop the future's great ideas.

Challenges

Research parks are an important component of the innovation infrastructure needed to support today's knowledge economy, much as roads, bridges, and rail were critical to yesterday's industrial economy. Research parks have evolved and matured to become more integrally related to their higher-education partners and technology-driven tenants. **But, there is still an unfinished agenda.** This survey found that all aspects of the multidimensional components of a business-higher-education partnership have not fully developed and research parks face challenges as they continue to try to respond to the demands placed on them.

Among the key challenges facing research park directors and institutions developing a research park are the following:

- **Difficulties experienced in commercializing technology.** While university research parks can lead to commercialization of new technologies by promoting relationships between researchers and companies, moving innovation into the marketplace does not happen naturally or easily for several reasons. First, university-developed technologies often require additional work to determine their commercial potential, but little funding is available for such proof-of-concept activities. Second, even if commercial potential can be demonstrated, investors and customers are often unwilling to assume the risk associated with new technology; small entrepreneurial businesses, increasingly the focus of research parks, generally lack the financing necessary to identify and promote new technologies. Third, academic researchers often do not understand the marketplace and therefore do not know the commercial potential of their discoveries. A challenge for research parks will be to provide support services to ease the commercialization process. While some universities are trying to do this directly, a growing body of evidence reveals that commercialization (as distinct from technology transfer) may require a separate entity. Locating the university's commercialization function at a research park offers the university access, but permits more down-stream application to be developed in a non-academic setting closer to industry.
- **Continuing need to break down cultural barriers between the academic and business communities and to facilitate true partnerships.** Facilitating industry-university partnerships is at the heart of a university research park development. While parks are devoting greater attention to nurturing such partnerships, efforts in this area remain more an art than a science. Parks must continue to serve as an intermediary that understands both cultures and innovatively foster integrated, collaborative efforts.
- **Achieving greater integration with the university.** The survey results indicated that university administrations and leadership have become more supportive and view research parks as a key element of the university's economic development efforts. Still, research parks must vie for resources, and many are viewed as separate from the university campus and its faculty. Research park directors must continue to integrate the research park and its tenants into the fabric of the university. Ways to accomplish this include allowing scientists and technical employees of park tenants to hold adjunct positions and giving park tenants access to the same privileges accorded faculty and students such as parking and transportation systems, exercise complexes, libraries and databases, and athletic and cultural events.
- **Identifying sources of support for both operations and buildings.** Most research parks have very few resources in their early stages and do not generate sufficient revenue to be self-supporting. The need for capital will become even greater as research parks try to implement live-work-play models. Greater involvement by the private sector is likely to be needed; but, additional support from public and university

sources also will be needed to provide the entrepreneurial and commercialization assistance required for parks to succeed as they seek to grow new companies.

- **Increased competition owing to globalization and the changing nature of corporate R&D.** Research parks are being built all over the world, and many of them are populated with operations of U.S. companies. Research parks in North America will be challenged to attract the operations of foreign companies and to retain the R&D operations of U.S. companies.

Opportunities

The challenges noted above also suggest opportunities for research park development. Research park managers will need to devote more attention and time to the following 10 areas as they evolve the 21st century research park model:

1. **Industry-university partnerships.** Research parks will need to expand the relationships and deepen the partnerships between industry and educational and medical institutions. To accomplish this, parks could offer adjunct faculty status to tenants or increase access to core specialized equipment and labs. Parks may also want to develop formal affiliation agreements with their partnering higher-education institutions that spell out tenant services and support, means of access, and other issues of the relationship.
2. **Financing and support for commercializing intellectual property.** Research parks will need to offer funding and support for technology commercialization, including proof-of-concept funding. Universities have invested and improved their focus on technology transfer in the past decade. But, only a few have undertaken comprehensive efforts to commercialize technology, including providing support to develop prototypes, conducting engineering optimization analysis, and supporting firm building. It is generally recognized that much of this work may be appropriately separated from a higher-education institution, federal laboratory, or medical center. Parks may offer a location for performing and operating technology commercialization; but, it must be recognized that external funding from various partners will be required to pay for this function. External financing is critical for most parks that want to play a greater role in commercialization.
3. **Retention and attraction of talent.** Figure 10 showed that access to a skilled workforce is a critical reason for tenants to locate in research parks. Many parks offer internships, co-ops, and other programs to place students and postdocs with companies. It is less common for universities to offer educational courses or workforce advanced training within the park. Just as research parks in the past decade offered space choices—incubator, accelerator, multitenant and single tenant—they may need to consider offering access to graduate, certificate, and short courses on-site. In the future, as the pace of technology makes skills obsolete in shorter and shorter time periods, research parks may also create formal workforce advanced-training facilities to meet companies' needs for technical talent. Partnerships with community colleges and technical institutes may address both technician talent and lifelong learning needs of park tenants and their employees.

Research parks can also become a locus for building a cadre of managers with experience in starting and growing technology companies. Parks may wish to consider having experienced CEOs serve as "entrepreneurs in residence" or interim CEOs able to advise start-up and emerging companies. Such individuals can also serve as technology scouts, looking for intellectual property with the potential for commercial development.

4. **Speculative and surge space development.** In the old economy, local economic development agencies offered "speculative" (spec) space, paid for from community and federal funding sources, to fast-track recruitment prospects. In the knowledge economy, firms come and go more quickly, space needs change constantly, and flexible space will increasingly become the norm. Parks may be able to offer the equivalent of 20th century spec space in a 21st century innovation model, through a staged program of expanded multitenant space. Designing park financial models to support the development of a certain amount of spec space would allow parks to offer their local communities flexible multitenant technology space, much as industrial parks offered manufacturing flex space in the past. Higher-education partners can, and increasingly will, help address the financial implications of such space by using it as surge space to handle industry- and government-sponsored research peaks and valleys.
5. **Collaboration among firms and with other partners.** While park managers did not rank this desire as high a priority as might be expected, it is likely that technology tenants want more opportunities to network among each other and with sources of knowledge in labs, research organizations, and elsewhere. Parks will, in partnership with trade and other associations, need to increase their focus on tenants' networking needs and requirements.
6. **Safety and security.** Research parks may have a role to play in offering safe, secure environments for technology development. The post-9/11 world suggests the need for controlled access to key strategic technology assets, whether in education or industry. Parks may be well positioned to test, demonstrate, and pilot approaches to address secure and safe environments for replication in the world economy.
7. **Ongoing financial support.** For research parks to be drivers of economic development, they must continue to invest scarce resources in their quality attributes. As a result, most parks will continue to have limited retained earnings. Parks need diversified funding sources, and investments in research parks need to be considered as investments in a region's or nation's economic development infrastructure. Just as their revenues are an inappropriate measure of the effectiveness of technology transfer offices (more appropriate measures would be volume of sponsored research or number of new companies created), similarly, research parks should not be expected to show the same profits as private real-estate development.
8. **Urban community revitalization.** Recently, a number of universities located in urban settings have begun to apply the research park concept not only to provide needed R&D space for academics and their industry collaborators, but also to stimulate the redevelopment of neighborhoods. This surge in urban research parks appears to stem, in part, from development of bioscience parks by medical centers. Because these urban parks are a fairly new phenomenon and in early stages of development, their success in revitalizing distressed neighborhoods remains to be seen. Research parks may have a role to play in cities seeking to grow their technology industry base.
9. **Performance and accountability.** Accountability in public and private sectors requires that research parks continue to monitor their impacts and results. This survey was an important first step in developing baseline data on the economic impact of university research parks. Working collaboratively through organizations such as AURP, research parks should continue to develop and refine a set of appropriate metrics and explore various mechanisms to measure their impacts and successes.

10. Value-added tenant services. Parks in recent years have substantially increased tenant services, particularly to small, growing technology firms. But, the nature and portfolio of services desired in the future are likely to change. Whether through boot camps, product development competitions, or other means, research parks—because they are off campus—can do the applications work that complements the research focus of the medical center, lab, or higher-education institution. Working with private-sector service providers, their incubator and accelerator programs, and technology transfer offices, parks may be a test bed for new ideas and approaches in

building technology-driven firms and their products and processes. Parks offer the environment for these activities, which likely will be performed and operated by other entities rather than by park management.

Summary

Parks may offer locations where discovery is translated into application. The remarkably strong interest in entrepreneurship by park managers can be built upon by addressing park roles in areas such as collaboration, security, talent, and technology development. Parks can become places to develop talent; commercialize technology; and integrate government, higher-education, and industry interests.

CONCLUSION

University research parks are not a new phenomenon. Some parks are mature, but new parks continue to emerge and much larger capacity is envisioned for the future. Research parks are important contributors to regional economies. Research park tenants employ 270,000 workers; of these, 264,000 are core employees and generate an additional 414,738 jobs in the economy, for a total employment impact of 679,151.

But, today's research parks differ from those of the past. Today's parks are creating an environment that fosters collaboration and innovation, leveraging the talent and expertise of universities to drive TBED. Today's research parks pursue a "grow-your-own" strategy by nurturing entrepreneurs and new and emerging companies and providing space for existing companies to expand. At the same time, they seek to attract research anchors and the research operations of major corporations.

Research parks are emerging as strong sources of entrepreneurship, talent, and economic competitiveness for regions, states, and nations. They have become a key element in the infrastructure supporting the growth of today's knowledge economy. By providing a location

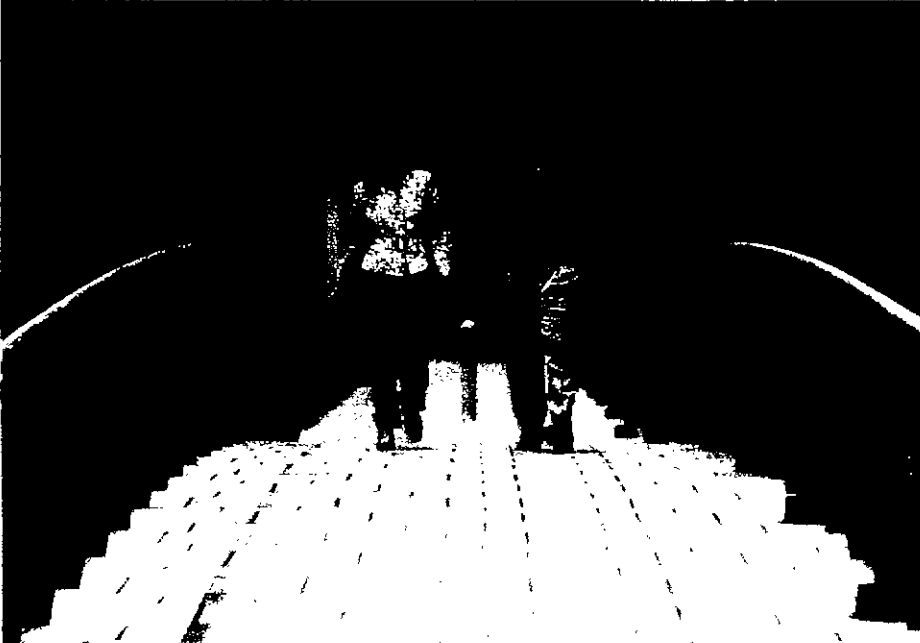
in which researchers and companies operate in close proximity, research parks create an environment that encourages interaction and innovation and promotes technology development, transfer, and commercialization.

Research parks, however, also face challenges. They must find methods of more effectively moving research discoveries into the marketplace. They must find ways to break down barriers between the academic and business communities and more closely integrate the research park and its tenants into the fabric of the university. They need to identify sources of support for both operations and buildings and to adapt to globalization and the changing nature of corporate R&D.

Research parks have the potential to

- Translate discovery into application;
- Develop talent;
- Commercialize technology; and
- Integrate government, higher-education, and industry interests.

Achieving this potential, however, will require enlisting institutional leadership and community support, accessing sufficient capital for park development, and recognizing the long-term nature of this endeavor.



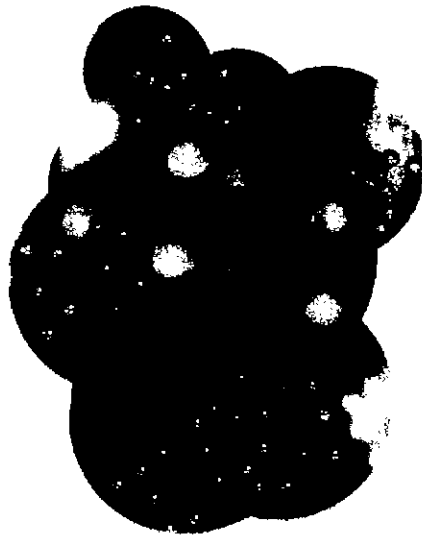
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The Business of Innovation

October 2007

EXHIBIT L



10-8-2: SIGN REGULATIONS:

The purpose of this Section is to promote and protect the public health, safety and welfare of the general public by implementing outdoor advertising regulations to protect property values, create an attractive economic and business climate and enhance the aesthetic appearance of the community. It is further intended to reduce signs or advertising distractions and obstructions that may contribute to clutter or traffic accidents.

- A. **Sign Copy:** Signs permitted under this regulation are intended to identify the business located on the premises upon which the sign is located. Signs shall only state the legal name of the business. Signs which are intended to advertise the sale of the type of goods or service and other matters, either with text or graphic illustrations, are prohibited.

- B. **Sign Design:** It is recognized that it is desirable to have some diversity of sign design within the Snyderville Basin. However, it is also desirable to ensure that materials and color schemes used on signs shall be compatible with the image of the Snyderville Basin community and mountain environment. All materials and color schemes of all exposed surfaces of signs shall compliment the building located on the premises. Signs not compatible with these criteria shall not be permitted.

- C. **Permitted Signs:**
 - 1. **Freestanding Signs:** Freestanding signs are permitted only if the frontage of the project area is greater than one hundred feet (100') in length or if the use does not contain a structure on which to place a building sign. All freestanding signs shall comply with the following:
 - a. **Monument Base:** All freestanding, on premises signs shall be constructed with a monument base. The base shall be compatible with the architectural materials used on the principal structure located on the premises. A base of stone or wood is preferable.

 - b. **Display Area:** The display area of all freestanding, on premises signs shall be constructed of wood or other principal building material on the building (wood is the preferred material). Plastic, lexan or similar materials will not be permitted, except where used for lettering in conjunction with wood or metal background to shield an internal light source. In no case shall the display area exceed twenty seven (27) square feet in size. The display area of a sign, which may be double sided, shall include any architectural

embellishments or background materials that are an integral part of the display and intended to help attract attention to the sign.

- c. **Height:** In no case shall the highest point of a freestanding, on premises sign be more than six feet (6') above the grade elevation at the base of the sign.
- d. **Landscaped Area:** All freestanding, on premises signs shall be located within a landscaped area. Landscaping, including shrubs, perennials, trees, other appropriate vegetative material, and landscape boulders where appropriate, shall be designed in a manner that minimizes the visual impact of the sign, without blocking the view of the sign from the specific area from which it is intended to be seen, or adversely affecting pedestrian and vehicular sight distance. Designs that integrate the sign into the land form should be considered.
- e. **Setbacks:** In no case shall a freestanding, on premises sign encroach into a road right-of-way, nor shall any sign be situated near an intersection in such a manner so as to interfere with vehicular sight distance. These signs shall be set back at least fifteen feet (15') from the edge of the right-of-way unless special circumstances warrant a lesser distance, in which case they may be approved as part of a comprehensive sign plan. (Ord. 323, 3-9-1998)

2. Wall Mounted Signs:

- a. No wall mounted sign shall exceed one square foot of sign area for each four (4) lineal feet of building frontage, up to a maximum of thirty (30) square feet. (Ord. 323, 3-9-1998; amd. 2004 Code)
- b. When two (2) or more businesses are located in the same building and share the same business frontage, they may share one sign as described in Subsection C2a of this Section, or they may divide the square footage permitted in Subsection C2a of this Section into signs for each business.
- c. The area of all wall mounted business signs shall be the extreme limits of the display surface. The display surface includes any architectural embellishments or background materials that are an integral part of the display and used to differentiate the sign from its surroundings.

- d. **Wall mounted signs shall not cover or interrupt major architectural features such as doors and windows.**
 - e. **Wall mounted signs shall not project out more than six inches (6") from the wall on which it is mounted.**
 - f. **The maximum height of a wall mounted business sign shall not exceed fifteen feet (15') above the grade directly below the sign, except where specifically approved in a comprehensive sign plan.**
 - g. **Wall mounted signs shall be wood, metal, or painted on the side of the building. Plastic and/or lexan materials are not permitted except where used for lettering in conjunction with wood or metal background to shield an internal light source.**
3. **Awnings Signs:**
- a. **The lettering and logos on any awning sign shall not exceed seven feet (7") in length.**
 - b. **The words and logos on any awning sign shall not exceed seven inches (7") in height.**
 - c. **Back lighted awnings are prohibited.**
4. **Temporary Signs:** Temporary signs shall only be allowed in conjunction with an approved Temporary Use Permit or an approved Special Event Permit, according to the regulations contained in this Title.
- a. **Freestanding temporary signs shall not exceed twenty (20) square feet and five feet (5') in height.**
 - b. **Banners or any other temporary signs hung from a building or other supports shall not exceed fifty (50) square feet.**
 - c. **A temporary sign may be displayed no more than two (2) weeks prior to the commencement of the event being advertised and shall be promptly removed upon its termination.**
 - d. **A temporary sign shall not be displayed more than twenty (20) days in a calendar year unless specifically approved by the County.**

5. Projecting Signs:

- a. **No projecting sign shall exceed six (6) square feet.**
- b. **The area of a projecting sign shall be the extreme limits of the display surface. The display surface also includes any architectural embellishments or background materials that are an integral part of the display and used to differentiate the sign from its surroundings.**
- c. **Signs which project over a pedestrian walkway shall allow at least seven and one-half feet (7.5') of clearance between the bottom of the sign and the ground. Hanging signs may be illuminated; provided, that only indirect lighting is utilized, and that the light source does not interfere with pedestrian or vehicular traffic.**
- d. **Projecting signs shall be constructed of wood, metal or similar material. Plastic, lexan or other similar surface materials are not permitted.**

D. Number of Signs Permitted:

1. **Either one wall mounted sign, one projecting sign, one hanging sign, or one awning sign shall be permitted per building frontage; provided, that the sign complies with the requirement of these guidelines.**
2. **Each lot, parcel or project area shall be permitted one freestanding, on premises sign when there is sufficient "lot frontage", as defined herein. In no case shall there be more than one freestanding, on premises sign permitted adjacent to any access point. A freestanding, on premises sign may be constructed on frontage without an access point if the right to maintain a sign as permitted under this provision is waived.**

E. Illumination:

1. **Sign illumination may be cast directly onto the face of the sign; provided that such illumination does not adversely affect pedestrian and/or vehicular traffic. Whenever a sign face is illuminated by an external source, light shall be concentrated on the sign face. The amount of light cast to the areas other than the sign shall be reduced to the extent possible. All external illumination sources shall be shielded from public view. On all internally illuminated**

freestanding, wall mounted and projecting signs, light shall be transmitted only through the material that comprise the letters located within the display area. No interior light source shall be visible to the exterior. No sign shall contain copy which consists of illuminated bulbs or individual lights or light sources.

2. Lighting for all exterior signs, whether lettering is internally back lighted or light is cast onto the face of the sign, shall comply with the lighting standards established herein.

F. **Prohibited Signs and Devices:** The following signs shall be prohibited in the Snyderville Basin:

1. Flashing signs.
2. Roof mounted signs.
3. Moving signs.
4. Neon signs, where the light source is on an external face of the sign.
5. Signs advertising home based businesses, except in a mixed use development in a town or resort center, and a comprehensive sign plan has been approved which allows such signs.
6. Strings of pennants, banners, ribbons, streamers, balloons, spinners, or other similar moving or fluttering or inflated devices and search lights.
7. Signs imitating official traffic signs in any manner which are visible from public areas.
8. Portable signs not permanently affixed to the ground, except as otherwise provided in this Section, including A-frame signs.
9. Mobile signs, except those that conform to the temporary sign provisions that promote a business. Signs attached to stationary vehicles, equipment, trailers and related devices, when used in a manner to augment approved signage for a business as opposed to normal operation or parking of the vehicle or device.
10. No signs or advertising devices of any nature shall be erected or maintained on any property except as necessary to identify the business, its address, or as may be necessary or desirable to give direction, advise of rules and regulations, or caution or warn of

danger, and such signs as may be otherwise required by law.

- 11. Signs which, by reason of size, location, content, coloring or manner of illumination, obstruct the vision of motorists or obstruct or detract from the visibility or effectiveness of any traffic sign or control device on any road or street, as determined by the Director or the County Sheriff.**
 - 12. Any sign or sign structure which constitutes a hazard to public health or safety, as determined by the Director or the County Sheriff.**
 - 13. Signs on trees, utility poles, and on public property, other than public information signs.**
 - 14. No sign shall be erected or maintained on a parcel, lot, or project area other than the specific lot or parcel on which the use or activity advertised on the sign is located. Off premises directional signs may be approved as a temporary sign when an event or activity is situated in such a manner that its location is obstructed from public view, so long as that sign is compatible with all other regulations herein.**
 - 15. Any sign for which the sign message face has been removed or destroyed, leaving only the supporting frame or other components, and said condition exists for more than thirty (30) days is prohibited and shall be removed.**
 - 16. Signs which conform to the provisions of this Section shall not be permitted when non-conforming signs exist on the lot, parcel or project area.**
- G. Exempted Signs: These signs are exempt from obtaining a Low Impact Permit; however, they must still comply with the following guidelines:**
- 1. Construction Site Signs: A sign which names the contractors, subcontractor, architects and all other related enterprises engaged in the construction on the property where the sign is located. Such signs are not to exceed twenty (20) square feet and six feet (6') in height; shall not be erected prior to the start of construction; and shall be removed at the time of final building inspection. There shall be one such sign permitted per street frontage. These signs shall not be permitted in a right-of-way or within thirty feet (30') of a road, whichever is greater.**
 - 2. Development Leasing; Sales; Rental Signs: Freestanding, on**

premises signs which provide only leasing, rental or sales information during a new construction phase on the property on which the sign is located. Such signs are not to exceed twenty (20) square feet and eight feet (8') in height, shall not be erected prior to the start of construction, and shall be removed at the time the leases and/or sales have been completed. No more than one development lease, sales or rental sign shall be permitted per street or business frontage. These signs shall not be permitted in a right-of-way or within thirty feet (30') of a road, whichever is greater.

3. **Informational Signs:** Signs which are not more than six (6) square feet and no more than four feet (4') height and which are used to direct vehicular and pedestrian traffic or to direct parking and traffic circulation on private property. Advertising is not permitted on these signs. Informational signs shall contain no advertising material or message. These signs shall not be permitted in a right-of-way or required setback area.
4. **Public Signs:** Legal notices, identification, informational or directional signs erected or required by governmental bodies, or authorized by the County for public purposes which meet the requirements of these guidelines, except provisions prohibiting said signs in the rights of way.
5. **Public Regulatory Signs:** All public regulatory signs located in the County which meet all the State requirements. (Ord. 323, 3-9-1998)
6. **Real Estate Signs:** Real estate signs, other than development leasing, rental or sales signs, and those which advertise the sale of the real estate upon which said sign is located or which indicate that the property has been sold. Real estate signs advertising the sale of properties in any zone districts shall not exceed twenty (20) square feet. Real estate signs on single-family residential lots shall not exceed ten (10) square feet. Real estate signs may remain in place during the time the property is listed for sale or rent, and shall be removed no later than one week after the sale or rental of the property. No more than one real estate sign shall be allowed per property, except a lot with more than one street front exposure may have one real estate sign per street front. No real estate sign shall be permitted in any right-of-way or within thirty feet (30') of a road surface, whichever is greater. (Ord. 323, 3-9-1998; amd. 2004 Code)
7. **Open House Off-Premise Signs:** Three (3) "open house" signs that comply with the size requirements of this Title are permitted off-premise. These signs may be displayed thirty (30) minutes prior to

the commencement of an open house and must be removed within thirty (30) minutes after the conclusion of the open house. Off-premise open house signs may be displayed within the County right-of-way. Under no circumstances will off-premise signs be displayed overnight.

8. **Rummage or Garage Sale Signs:** Signs which advertise garage or rummage sales shall not be displayed longer than the duration of the sale. The individual responsible for the sign shall ensure that the sign is removed on the last day of the sale. These signs shall not exceed six (6) square feet.
9. **Interior Signs:** Signs located on the interior of any building, or within an enclosed lobby of any building or group of buildings and which cannot readily be seen from the exterior of the building, which signs are designed and located to be viewed exclusively by the patron of such use or uses.
10. **Utility Signs:** Signs of public utility or cable television companies which show the locations of underground facilities.
11. **Street Address and Identifications Signs:** Signs whose content includes only the name or professional title of the occupant and address of the premises. Such signs shall not exceed two (2) square feet. The sign shall be limited to flush mounted or window type signs and one per premises. These signs shall not be permitted in a right-of-way.
12. **Customer Information Signs:** Customer information signs located on or in close proximity to the building and outside of required setback areas may display such items as "credit cards accepted", prices and menus, and each sign shall not exceed two (2) square feet in area.
13. **Flags:** Up to three (3) flags, including one Federal, State, or County flag.
14. **Campaign Signs:** Campaign signs shall not exceed three square feet (3 sq. ft.) of area and four feet (4') in height. Campaign signs are permitted in any zone district, provided they are located a minimum of ten feet (10') back from the edge of the curb or edge of pavement, where there is no curb on the street which the sign fronts. If the ten foot (10') distance would be within a structure, the sign may be within three feet (3') of the front of the structure. Illumination of campaign signs is prohibited. These signs shall only be permitted on private property with the permission of the property

owner and are not permitted in the public right-of-way. County personnel may remove and impound these signs if notice to remove the signs has been sent to the property owner and they have failed to comply with that notice.

15. **Window Signs:** Window signs shall not exceed ten percent (10%) of the areas of the window in which it is placed. The area of a window sign shall be the extreme limits of the display, which is comprised of all letters, logos or other graphic information. Window signs may not be combined in order to gain a larger sign for one (1) particular window.

16. **Interior Signs:** Internal building signs.

H. **Removal of Non-conforming Signs:** Non-conforming signs, excluding billboards, shall be made to conform to the regulations herein or be removed as follows. On the happening of any of the events described below, or where any of the following conditions apply, the sign or signs shall be brought into compliance within one year after the effective date of this Section, and a new permit shall be secured therefore, or shall be removed.

1. The cost of the non-conforming sign is valued at less than one hundred dollars (\$100.00). Sign value shall be determined based on an actual sales receipt for the sign or a cost estimate for the replacement cost provided by a qualified professional.
2. When a non-conforming sign is destroyed or damaged to an extent in excess of fifty percent (50%) of the sign value.
3. The sign is relocated in any manner.
4. If the sign is altered structurally or if more than twenty-five percent (25%) of the copy as measured by the sign area is altered, except for changeable copy signs and maintenance.
5. If the business or service for which the non-conforming sign triggers a conditional use review or other type of development review and approval, as described in this Title, as a result of expansion, change of use, or other reason. All improvements to a single business or use within any twelve (12) month period shall be treated cumulatively in the administration of this Subsection.
6. Nothing in this Section shall be deemed to prohibit the County from removing a billboard without providing just compensation in accordance with the procedures set forth in this Subsection, if the

County Manager provides reasonable notice of the proceedings and, following a public hearing, finds:

- a. The applicant made as a false or misleading statement in any application to the County necessary to establish or change the billboard;
 - b. The billboard is unsafe or presents a hazard to persons or property;
 - c. The billboard is in a state of disrepair; or
 - d. The billboard has been abandoned for at least twelve (12) months.
- I. **Maintenance and Repair of Non-conforming Signs:** Nothing in this Section shall be construed to relieve the owner of use of a non-conforming sign, or owner of the property on which such non-conforming sign is located, from maintaining the sign in a state of good repair; provided, however, than any repainting, cleaning and other normal maintenance or repair of the sign or sign structure shall not modify the sign structure or copy in any way which makes it more non-conforming. Routine maintenance or changing like parts shall not be considered an alteration; provided, that such change does not alter the surface dimension, height, message, or otherwise make the sign non-conforming.
- J. **Comprehensive Sign Plan:**
1. It is recognized that there are special circumstances that deserve flexibility from the sign standards prescribed above, when such flexibility is in the best interest of the business and the community. The purpose of the comprehensive sign plan is to afford such flexibility so long as the proposed plan still meets the intent of the sign regulations. (Ord. 323, 3-9-1998)
 2. The CDD or designated planning staff member may permit the utilization of comprehensive sign plans for businesses located in a single building or building complexes which are located on one lot or parcel, or two (2) or more contiguous parcels, which are held in unified control. The burden of proof is on the applicant to justify the need for a comprehensive sign plan. Comprehensive sign plans shall meet the following requirements: (Ord. 323, 3-9-1998; amd. 2004 Code)
 - a. The applicant must submit a detailed sign plan with attached written stipulations to the CDD or designated planning staff

member for review. Such stipulations shall consider all appropriate concerns, including, but not limited to, an accurate survey map or the sufficient description describing the area in which the plan will be in effect, location of signs, size, height, color, lighting, orientation, construction material and copy. If there are signs within the legally described area which will not conform to the standards described in the comprehensive sign plan, procedures and time frames for securing the removal of non-conforming signs shall be detailed.

- b. No minimum or maximum standards are established for the comprehensive sign plans, but each plan must contain such limitations within the plan stipulations. Any increase in size over that permitted herein shall be the minimum increase necessary to address the special circumstances which justify the sign plan.
 - c. The sign plan shall be reviewed in terms of its impact on surrounding land uses and its compatibility with the purposes of the sign code.
 - d. Once the comprehensive sign plan is approved, it shall be recorded in the records of the County Recorder's office, in a form approved by the County Attorney, and shall thereafter serve as the recognized sign regulations for the specific property.
3. Once the CDD or designated planning staff member has authorized a comprehensive sign plan, it may be modified upon approval by the CDD or designated planning staff member through the following procedure:
- a. The applicant shall submit a Low Impact Permit to amend the approved sign plan. The application shall define the specific changes to be incorporated into the sign plan.
 - b. The CDD or designated planning staff member may approve the change to the comprehensive sign plan only if the following criteria are met:
 - (1) The proposed change will not adversely affect the development and the preservation of the entire sign plan;
 - (2) The change will not adversely affect the surrounding

land uses;

- (3) The change will not conflict with the purposes of the sign regulations described above; and
- (4) The change is not granted solely to confer a special benefit upon the applicant and the specific property on which the sign plan applies.

K. Permit Requirements:

1. It is unlawful for any person to erect, construct, alter or relocate any sign, other than such signs specifically described in Subsection G of this Section (exempted signs), without first obtaining a permit, including signs approved as part of a comprehensive plan. Signs that comply with the specific provisions herein shall be considered approved by the County if said signs are approved as part of a Major or Minor Development permit. Routine maintenance or repairing existing like parts shall not be considered an alteration; provided, that such change does not alter the surface dimensions, height, message, or otherwise make the sign non-conforming.
2. Application for the permit shall be made to the CDD or designated planning staff member and shall include the following:
 - a. The name, address and telephone number of the applicant, owner and occupant of the property.
 - b. Location of the structure or parcel of property on which the sign will be attached or erected.
 - c. Position of the sign in relation to nearby buildings, structures, property lines, rights of way and roads.
 - d. A copy of plans and specifications showing material and method of construction, illumination, electrical wiring, location and support.
 - e. Sketch showing sign faces, exposed surfaces and proposed message, accurately represented in scale as to size, area, proportions and color.
 - f. The name of the person erecting the sign.
 - g. Written consent of the owner of the building, structure or land on which the sign is to be erected.

- h. On any application for a temporary sign, the applicant shall list the earliest date on which the sign may be established and the date on which the sign shall be removed.**

Before granting a permit under this Subsection, every applicant shall pay the required permit fee to the County for each sign.

L. Enforcement:

- 1. The CDD or designated planning staff member shall be responsible for enforcing the provisions of the sign regulations established herein.**
- 2. Violation of the sign provisions established herein shall result in punishment in accordance with the provisions of this Title and State law. (Ord. 323, 3-9-1998)**
- 3. If signs not conforming to the requirements of this Title are located within a public right-of-way, County personnel may remove and impound those signs if notice to remove the signs has been sent to the property owner and they have failed to comply with that notice.**

EXHIBIT M



00860845

CHAPTER 6

INSTALLATION AND GUARANTEE OF DEVELOPMENT IMPROVEMENTS

SECTION:

- 10-6-1: Construction Plans
- 10-6-2: Required Development Improvements and Improvement Agreement
- 10-6-3: Phasing
- 10-6-4: Financing
- 10-6-5: Warranty
- 10-6-6: Maintenance
- 10-6-7: Revocation
- 10-6-8: Improvement Agreement and Guarantee of Completion
- 10-6-9: Failure to Complete Required Development Improvements
- 10-6-10: Temporary Improvements
- 10-6-11: Acceptance of Dedication Offers
- 10-6-12: Inspection of Required Development Improvements

10-6-1: CONSTRUCTION PLANS:

- A. Required; Scale: Construction plans shall be prepared for all required improvements and submitted to the CDD or designated planning staff member. Plans shall be drawn at a scale of no more than one inch equals fifty feet (1" = 50'), and map sheets shall be of the same size as the plat. The following shall be shown:
1. Profiles showing existing and proposed elevations along centerlines of all roads. Where a proposed road intersects an existing road or roads, the elevation along the centerline of the existing road or roads within one hundred feet (100') of the intersection shall be shown. Approximate radii of all curves, lengths of tangents, and central angles of all roads shall be shown.
 2. The CDD or designated planning staff member may require, where steep slopes exist, that cross sections of all proposed roads be provided at one hundred foot (100') stations. The cross sections shall extend at right angles from the centerline to twenty five feet (25') beyond the catch point of the cut or fill slope. The cross section shall indicate the location of the property lines (right-of-way lines).
 3. Plans and profiles showing the locations and typical cross section of road pavements, including curbs and gutters, sidewalks, drainage easements, servitudes, rights of way, manholes, and

catch basins; the location of road trees, road lighting standards, and road signs; the location, size, and invert elevations of existing and proposed sanitary sewers, storm water drains, and fire hydrants, showing connection to any existing or proposed utility systems; and exact location and size of all water, gas, or other underground utilities or structures.

4. Location, size, elevation and other appropriate descriptions of any existing facilities or utilities, including, but not limited to, existing roads, sewers, drains, water mains, easements, water bodies, streams, and other pertinent features such as swamps, railroads, buildings, features noted on the General Plan at the point of connection to proposed facilities and utilities within the subdivision, and each tree with a diameter of two inches (2") or more, measured twelve inches (12") above ground level. The water elevations of adjoining lakes or streams at the date of the survey, and the approximate high and low water elevations of such lakes or streams. All elevations shall be referred to the USGS datum plane. If the subdivision borders a lake, river or stream, the distances and bearings of a meander line established not less than twenty feet (20') back from the ordinary high water mark of such waterways.
5. Topography at the same scale as the sketch plan with contour intervals of two feet (2'), referred to sea level datum. All datum provided shall be latest applicable U.S. coast and geodetic survey datum and should be so noted on the plat.
6. All specifications and references required by the County Construction Standards and Specifications, including a site grading plan for the entire subdivision.
7. Notation of approval as follows:

Owner *Date*

County Manager, *Date*

8. Title, name, address and signature of professional engineer and surveyor, and revision dates.

B. Construction Plan Review:

1. **General Application Requirement: Construction plans shall be**

prepared by or under the supervision of a professional engineer or architect registered in the state as required by State law governing such professions. Plans submitted for review by the County shall be dated and bear the responsible engineer's or architect's name, registration number and the designation of "professional engineer", "PE" or "architect", and an appropriate stamp or statement identifying that the documents are for preliminary review and are not intended for construction. Final plans acceptable to the County shall bear the seal and signature of the engineer or architect and the date signed on all sheets of the plans. Public improvements in roads, alleys, rights of way or easements shall be designed by a professional engineer registered in the State.

2. **Construction Plan Review Procedure:** Copies of the construction plans, and the required number of copies of the plat or site plan shall be submitted to the CDD or designated planning staff member for final approval prior to submittal of a final plat or site plan. The plans shall contain all necessary information for construction of the project, and other special features. Each sheet of the plans shall contain a title block, including space for the notation of revisions. This space is to be completed with each revision to the plan sheet and shall clearly note the nature of the revision and the date the revision was made. The County Engineer will release the plans for construction, subject to approval of the final plat or site plan by the County Manager and payment of all necessary fees. Upon such release, each contractor shall maintain one set of plans, stamped and signed by the County, on the project at all times during construction.
3. **Preconstruction Conference:** The County Engineer may require that all contractors participating in the construction shall meet for a preconstruction conference to discuss the project prior to beginning work.
4. **Conditions Prior to Authorization:** Prior to authorizing construction, the Engineer shall be satisfied that the following conditions have been met:
 - a. The subdivision plat or site plan shall have been approved as required in this Title.
 - b. All required contract documents shall be completed and filed with the County Engineer.
 - c. All necessary off site easements or dedications required for public facilities not shown on the final plat or site plan must

be conveyed solely to the County, or other agency approved by the County, with proper signatures affixed. The original of the documents, and filing fees as determined by the CDD or designated planning staff member, shall be delivered to the County Engineer prior to approval and release of the construction documents.

- d. All contractors participating in the construction shall be presented with a set of approved plans bearing the stamp of release of the County Engineer. These plans shall remain on the job site at all times.
- e. A complete list of the contractors, their representatives on the site, and telephone numbers where a responsible party may be reached at all times must be submitted to the County Engineer.
- f. All applicable fees must be paid to the County. (Ord. 323, 3-9-1998)

10-6-2: REQUIRED DEVELOPMENT IMPROVEMENTS AND IMPROVEMENT AGREEMENT:

Where applicable, the following improvements and related items shall be constructed or provided and guaranteed by the applicant, in a form and amount satisfactory to the County, as a condition of final subdivision plat or final site plan approval. The installation of required development improvements shall be at the applicant's expense.

- A. Temporary and permanent, structural and nonstructural soil conservation measures, and revegetation plantings;
- B. Temporary and permanent, structural and nonstructural runoff control measures;
- C. Structural or nonstructural measures intended to mitigate soils or slope limitations or geologic or avalanche hazards;
- D. Buffering, screening and landscaping;
- E. Utilities, including water and sewerage service;
- F. Roads or road improvements, both public and private;
- G. School bus turnaround, shelters and related features;

- H. Required street and intersection lighting;
- I. All road identification and traffic control devices;
- J. Curbing and gutters, and sidewalks, if required by the County Manager;
- K. Trails;
- L. Parking and loading areas;
- M. Recreational facilities, including parks and/or other amenities represented by the applicant; and
- N. All community benefits proposed by the applicant in exchange for density incentives through an approved SPA plan. (Ord. 323, 3-9-1998)

10-6-3: PHASING:

For site plan improvements, installation may be phased in accord with an approved phasing plan submitted with the application for a building permit and approved by the County Manager. In subdivisions, a separate final plat or site plan shall be filed on each phase of the development. (Ord. 323, 3-9-1998)

10-6-4: FINANCING:

Installation of the improvements required in a development or development phase may be guaranteed by:

- A. Installation of all required and represented improvements with an approved improvement agreement, as provided in Section 10-6-7 of this Chapter, prior to the filing of a final plat or final site plan; or
- B. Provision of security for installation of improvements as provided in Section 10-6-7 of this Chapter. (Ord. 323, 3-9-1998)

10-6-5: WARRANTY:

All improvements shall be warranted by the applicant for two (2) full years of normal operation. The County shall either retain ten percent (10%) of the bond or escrow total, or require a bond or escrow equal to ten percent (10%) of the required total improvement costs until twenty four (24) months from the date of completion of the improvements and acceptance thereof by the County as a warranty should the improvements prove to be defective during said twenty four (24) month period. (Ord. 323, 3-9-1998)

10-6-6: MAINTENANCE:

The maintenance of all required improvements shall be assigned to an appropriate public entity (such as the County or the Snyderville Basin Water Reclamation District) or private (such as a homeowners' association) entity in a dedication, contract, covenant or other agreement. Such agreement shall be accepted by the County Manager and the County Attorney as sufficient to assure perpetual maintenance of the improvements. (Ord. 323, 3-9-1998)

10-6-7: REVOCATION:

Failure to properly install, warrant or maintain all required improvements shall result in the suspension or revocation of a development permit or Certificate of Occupancy. (Ord. 323, 3-9-1998)

10-6-8: IMPROVEMENT AGREEMENT AND GUARANTEE OF COMPLETION:

- A. **Improvement Agreement:** The property owner shall enter into an improvement agreement incorporating approved development plans and by which the owner covenants to complete all required development improvements no later than twenty four (24) months following the date upon which the final plat or site plan is approved. This two (2) year deadline may be extended by the County Manager upon showing of sufficient cause, but no additional phase of the development shall be permitted during such an extension. The improvement agreement shall be approved by the County Manager. The County Manager may also require the property owner to complete and dedicate some required public improvements prior to approval of the final plat or final site plan and to enter into an improvement agreement for completion of the remainder of the required improvements during such period. The improvement agreement shall contain such other terms and conditions as are agreed to by the property owner and County.
- B. **Covenants to run with the Land:** The improvement agreement shall provide that the covenants contained therein shall run with the land and bind all successors, heirs and assigns of the property owner. The improvement agreement shall be recorded in the office of the County Recorder and on file with the Department of Community Development. All existing lien holders shall be required to subordinate their liens to the covenants contained in the improvement agreement.
- C. **Security:** Whenever the County permits a property owner to enter into an improvement agreement after approval of a final plat or site plan, it shall require the owner to provide sufficient security to ensure completion of the required development improvements. The security shall be in the form of either:

1. **Letter of Credit:** A letter of credit, in the amount of one hundred twenty percent (120%) of the estimated cost of improvements, drawn upon a state or national bank. Said letter of credit shall: a) be irrevocable; b) be of a term sufficient to cover the completion, plus sixty (60) days, and warranty periods; and c) require only that the County present the issuer with a signed draft and a certificate signed by an authorized representative of the County certifying to the County's right to draw funds under the letter of credit; or
2. **Escrow Account:** Establishment of a Cash Escrow Account in the amount of one hundred and twenty percent (120%) of the estimated cost of the improvements. The terms of the escrow account shall only require that the County present the agent with a signed draft and a certificate signed by an authorized representative of the County certifying to the County's right to draw funds on the account to complete the required improvements. Acceptable escrow agents shall be the County Treasurer's Office, or banks or savings institutions which are federally insured.
3. **Performance or Subdivision Bond:** A Bond in the amount of one hundred and twenty percent (120%) of the estimated cost of the improvements shall be submitted. The Underwriting Limitation is stated in the United States Department of Treasury Circular 570; Surety Companies Acceptable on Federal Bonds. Only companies listed in the Department of Treasury Circular 570 are acceptable.
4. **Release of Security:** As portions of the required development improvements are completed in accordance with the improvement agreement, County regulations and the approved development plans, the developer may make application to the engineer to reduce the amount of the original letter of credit or cash escrow. If the County Manager is satisfied that such portion of the improvements has been completed in accordance with County standards, they may cause the amount of the letter of credit or cash escrow to be reduced by such amount that they deem appropriate, so that the remaining amount of the letter of credit or cash escrow adequately insures the completion of the remaining required development improvements.
5. **Governmental Units:** Governmental units to which these contract and security provisions apply may file, in lieu of the security, a certified resolution or ordinance from officers or agencies authorized to act in their behalf, agreeing to comply with the provisions of this Chapter. (Ord. 323, 3-9-1998)

10-6-9: FAILURE TO COMPLETE REQUIRED DEVELOPMENT IMPROVEMENTS:

For plats or site plans for which no improvement agreement has been executed and no security has been posted, if the required development improvements are not completed within the period specified by the County, the final plat or site plan approval shall be deemed to have lapsed and shall be null and void, and further proceedings on the plat or site plan shall terminate. In those cases where an improvement agreement has been executed and security has been posted and required public improvements have not been installed within the terms of the agreement, the County may:

- A. Declare the agreement to be in default and require that all the required development improvements be installed regardless of the extent of completion of the development at the time the agreement is declared to be in default;
- B. Obtain funds under the security and complete the required development improvements itself or through a third party;
- C. Assign its right to receive funds under the security to any third party, including a subsequent owner of the subdivision for which required development improvements were not constructed, in whole or in part, in exchange for that subsequent owner's promise to complete the public improvements on the tract; or
- D. Exercise any other rights available under the law. (Ord. 323, 3-9-1998)

10-6-10: TEMPORARY IMPROVEMENTS:

The property owner shall build and pay for all costs of temporary improvements required by the County Manager and shall maintain those temporary improvements for the period specified by the County Manager. Prior to construction of any temporary facility or improvement, the owner shall file with the County a separate improvement agreement and escrow, or, where authorized, letter of credit, in an appropriate amount equal to one hundred twenty percent (120%) of the estimated cost of installation and removal of such temporary facilities, which agreement and escrow or letter of credit shall ensure that the temporary facilities will be properly constructed, maintained and removed. (Ord. 323, 3-9-1998)

10-6-11: ACCEPTANCE OF DEDICATION OFFERS:

Acceptance of formal offers of dedication of roads, public areas, easements and parks shall be by application to the Director and County Engineer and approval of the County Manager by ordinance following a recommendation by the CDD or

designated planning staff member and County Engineer. The approval by the County Manager of a plat or site plan, whether preliminary or final, shall not of itself be deemed to constitute or imply the acceptance by the County of any road, easement or park shown on the plat or site plan. (Ord. 323, 3-9-1998)

10-6-12: INSPECTION OF REQUIRED DEVELOPMENT IMPROVEMENTS:

- A. **General Procedure:** The property owner shall be responsible for providing all construction engineering and surveying, materials testing and construction administration. The construction inspection provided by the property owner shall be supervised by the Engineer of record and the County Engineer. Construction shall be in accordance with the approved plans, standard specifications and standard details of the County (Summit County Design and Construction Standards are provided under separate cover). Any change in design shall be approved by the County Engineer. If the County Engineer finds upon inspection that any of the required public improvements have not been constructed in accordance with the County Construction Standards and Specifications, the property owner shall be responsible for completing and/or correcting the public improvements.

- B. **Certificate of Satisfactory Completion:** The County will not accept dedication of required development improvements until the applicant's engineer of record or surveyor has certified to the County Engineer, through submission of a detailed as built survey plat of the property, the location, dimensions, materials and other information required by the County Engineer. The as built shall also include a complete set of drawings of the paving, drainage, water, sanitary sewer, or other required development improvements, showing that the layout of the line and grade of all public improvements is in accordance with construction plans for the plat or site plan. Each as built sheet shall show all changes made in the plans during construction and on each sheet there will be an as built stamp bearing the signature of the Engineer of record and the County Engineer, and date.

- C. **Engineer to Provide Drawings:** The applicant's engineer shall provide to the County two (2) reproducible drawings and a CAD drawing file compatible with the County's CAD system, of the final plat or site plan and each of the utility plan sheets containing the as built information. When such requirements have been met, and verified by the County Engineer and CDD or designated planning staff member, the County shall thereafter accept the required development improvements for dedication in accordance with the established procedure as set forth in Section 10-6-11 of this Chapter. Acceptance of the development shall mean that the developer has transferred all rights to all the public improvements to the County for use and maintenance. The County Engineer may, at his or her discretion, accept dedication of a portion of the required public

improvements, provided adequate surety has been given for the completion of all of the required development improvements. (Ord. 323, 3-9-1998)

EXHIBIT N



10-3-11: SKETCH PLAN SUBMISSION REQUIREMENTS:

A. Information Required: A detailed sketch plan shall contain the following:

- 1. The creation dates of the parcel(s) to be developed in accordance with the definition of a "lot of record", as defined in Chapter 11 of this Title.**
- 2. The name of the development. This name shall not duplicate the name of any plat previously recorded.**
- 3. Name and address, including telephone number of legal owner and/or authorized representative, and citation of last instrument conveying title to each parcel of property involved in the proposed development, giving grantor, grantee, date, and lands records reference.**
- 4. Legal description and location of property, including citation of any existing legal rights-of-way, irrigation ditches, or easements affecting the property; and existing covenants on the property, if any.**
- 5. The approximate location, dimensions, and areas of all proposed or existing lots, existing structures, existing easements, watercourses, and names of all existing streets or other public roads adjacent to the proposed development.**
- 6. A delineation of environmentally sensitive areas including, but not limited to, wetlands, slopes exceeding 30%, floodplains, and ridgelines.**
- 7. Identification of the means for providing water supply, power, sanitary sewage, collection and discharge of surface water drainage, and fire protection.**
- 8. All areas within and adjacent to the project, including areas separated by a street, highway, road, right-of-way, or stream or watercourse, under common ownership.**

EXHIBIT O



10-2-7: COMMUNITY COMMERCIAL ZONE:

- A. **Intent:** The purpose of the Community Commercial Zone District (CC) is to allow existing commercial uses to remain, to allow expansion of such uses and to allow new specialty retail and office uses that serve the Snyderville Basin Residential and Resort Community. General retail and office uses are more appropriately located within a Town Center.
- B. **Density:** Density shall be determined by the ability of the proposed development to meet all required development and performance standards and criteria set forth in the Code.
- C. **Schedule of Uses:** The Table of Uses at Exhibit C sets forth the appropriate permitted and conditional uses in this zone.
- D. **Setback and Bulk Regulations**
 - 1. The minimum setback from Highways 224, 40, 248, and Interstate 80 rights-of-way shall be one hundred (100) feet.
 - 2. The minimum setback from any frontage road right-of-way shall be eighty (80) feet.
 - 3. The minimum setback from any wetland shall be forty (40) feet.
 - 4. The minimum setback from the centerline of East Canyon Creek shall be one hundred fifty (150) feet.
 - 5. The minimum setback from a naturally occurring year round stream, (other than East Canyon Creek) shall be one hundred (100) feet from the centerline of the stream.
 - 6. The minimum setback from a lake, pond, or reservoir shall be one hundred (100) feet from the high water mark.
 - 7. With the above exceptions, the minimum front yard setback shall be thirty (30) feet unless otherwise indicated on the recorded plat or an approved site plan. In cases where the property lines extend to the center of the road, the minimum setback from the centerline of the road shall be fifty-five (55) feet. The front setback in Summit Park shall be fifteen (15) feet from the front property line.
 - 8. With the above exceptions, the minimum side yard shall be twelve (12) feet, unless otherwise indicated on the recorded plan or an approved site plan.

9. **With the above exceptions, the minimum rear yard shall be twelve (12) feet, unless otherwise indicated on the recorded plan or an approved site plan.**

E. Performance Standards: In addition to compliance with all Standards for Approval outlined in Exhibit E herein, the following special performance standards will apply in this zone:

1. **Industrial Uses: Industrial uses shall not create glare, heat, odor, smoke, noise or physical vibration of the building.**
2. **Parking: Parking shall comply with Exhibit E. Additionally, on-site parking is required for all visitors, customers and employees expected to occupy the building for any given shift.**
3. **Mechanical Equipment: All exterior mechanical equipment shall be screened to minimize noise infiltration to adjoining properties and to minimize the view of the equipment from nearby properties and from public roadways.**
4. **Delivery and Loading Areas: The loading and unloading of goods shall take place entirely on site and shall not interfere with emergency access, vehicular access or pedestrian access. Loading areas shall be screened from general public view as much as possible.**
5. **Refuse storage and disposal: In addition to complying with Exhibit E, all garbage, refuse and recycling functions associated with uses in this zone shall be required to be screened from public view.**
6. **Outdoor Storage Yards: Outdoor Storage yards may be appropriate in connection with a primary use on a property in this zone. Outdoor storage yards shall be reviewed by the Planning Commission as a Conditional Use. Conditions of the approval shall address methods to maximize the screening of the outdoor storage area to minimize its negative impacts on adjacent properties and on views from public roadways.**
7. **Open Space: All development in this zone shall provide a minimum of 25% open space.**

RECORDER'S NOTE

ERROR IN PAGE NUMBERING

ENTRY NUMBER 860845 FOUND IN BOOK 1959 HAS
ENCOUNTERED EITHER:

AN ADDITIONAL ✓

OR MISSING PAGE _____

ALAN SPRINGS
SUMMIT COUNTY RECORDER