

WHEN RECORDED, MAIL TO:
City Recorder
Park City Municipal Corporation
P. O. Box 1480
Park City, Utah 84060

ENTRY NO. 01086017

02/05/2018 10:30:33 AM B: 2448 P: 1491
Agreement PAGE 1/83
MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER
FEE 0.00 BY PARK CITY MUNICIPAL CORP



**DEVELOPMENT AGREEMENT
FOR THE INTERMOUNTAIN HEALTHCARE (IHC) MASTER PLANNED
DEVELOPMENT (MPD), AS AMENDED, LOCATED ON LOTS 1, 2, 4, 5, 6, 7, 8, 9, 10,
11, AND 12 OF THE SECOND AND THIRD AMENDED INTERMOUNTAIN
HEALTHCARE PARK CITY MEDICAL CAMPUS/USSA HEADQUARTERS AND
TRAINING FACILITY SUBDIVISION PLATS LOCATED AT ROUND VALLEY
DRIVE, PARK CITY, SUMMIT COUNTY, UTAH**

IHC Health Services, Inc. CA JVK

This Development Agreement is entered into as of this 22 day of DEC, 2017,
by and between ~~IHC Hospital, Inc.~~ ("Developer") as the owner and developer of certain real
property located in Park City, Summit County, Utah, on which Developer proposes the
development of a project known as the Intermountain Healthcare (IHC) Master Planned
Development, including other property owners identified below, and Park City Municipal
Corporation, a municipality and political subdivision of the State of Utah ("Park City"), by and
through its City Council.

Applies to #IHCPCMC-1-2AM, #IHCPCMC-2-2AM and #IHCPCMC-(4 to 10)-2AM (Parcel Numbers of the Subdivision Plat). KAW

RECITALS

A. Developer is the owner of LOTS 1, 2, 6, 8, 9, 10, 11, and 12 OF THE SECOND AND THIRD AMENDED INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS/USSA HEADQUARTERS AND TRAINING FACILITY SUBDIVISION PLATS located on Round Valley Drive in Park City, Summit County, Utah, as described in the Legal Description, which is attached hereto as **Attachment 1**, and incorporated herein by this reference (the "Property"), on which it has obtained approval for the development known as the Intermountain Healthcare (IHC) Master Planned Development aka IHC MPD, as amended, and as more fully described in the incorporated approved MPD Plans attached hereto as **Attachments 2, 2a and 2b**. Lots 4 and 5 OF THE SECOND AND THIRD AMENDED INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS/USSA HEADQUARTERS AND TRAINING FACILITY SUBDIVISION PLATS are owned by Park City Municipal Corporation. Lot 7 OF THE SECOND AND THIRD AMENDED INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS/USSA HEADQUARTERS AND TRAINING FACILITY SUBDIVISION PLATS was originally owned by the Developer and is part of this MPD and its amendments, and is now owned by Physicians Holding, Inc.

B. The Property is also subject to an Annexation Agreement that set forth terms and conditions under which the City would annex certain land, consisting of 157 acres and located in unincorporated Summit County, Utah at the northwest corner of State Road 248 and Highway 40, into the corporate limits of the City and extend municipal services to the Property. The Annexation Agreement recorded at Summit County on 1/23/2007 (Entry No. 00802747) and

attached hereto as **Attachment 3**, includes as an attachment certain Findings and Annexation Agreement Points that apply to the IHC MPD.

C. The Property is subject to the Second and Third Amended Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision plats attached hereto as **Attachments 4a and 4b**.

D. Park City requires development agreements under the requirements of the Park City Land Management Code ("LMC") Section 15-6-4 (G) for all Master Planned Developments.

E. Developer is willing to design and develop the Project in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the Park City General Plan, and to address other issues as more fully set forth below.

F. Park City, acting pursuant to its authority under Utah Code Ann., Section 10-9-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this amended Development Agreement.

Now, therefore, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developer and Park City hereby agree as follows:

1. **Property**

The IHC MPD, as Amended, consists of Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility Subdivision (IHC/USSA Subdivisions as Amended), and generally includes an Intermountain Healthcare Hospital of 300,000 square feet (180 Unit Equivalents) located on Lot 1 and Support Medical Office space of 150,000 square feet (150 Unit Equivalents) located on Lots 1, 7, and 10. The Peace House facility was approved to be located on Lot 8. Lot 2 was dedicated as open space. Lot 4, deeded to the City and originally identified for 28 deed restricted housing units, has no assigned density. The deed restricted housing units were transferred to Park City Heights MPD. During Planning Commission's pre-MPD application review on August 26, 2015, and MPD amendment review on January 13, 2016, the issue of whether a Park City Fire District Fire Station, or other public safety building, was an appropriate use on Lot 4 was discussed. It was generally supported as an appropriate use in both the MPD and the CT District. Lot 5 is dedicated to the City for future recreation uses. Support medical office uses previously approved for Lots 6 and 8 were transferred to Lot 1. Lot 9 contains a small Questar gas regulating facility, Lot 11 is a one acre lot surrounding Lot 9, and Lot 12 is a separate lot created by subdividing Lot 8 and has no currently assigned density or uses. Lot 3 of the IHC/USSA Subdivision is not part of the IHC MPD and is owned by and the location of the USSA Headquarters and Training Center Master Planned Development. The Second and Third Amended IHC/USSA Subdivision plats are attached hereto as **Attachments 4a and 4b**.

The property is located on Round Valley Drive west of US 40 and east of the Round Valley Open Space area, in the Quinn's Junction neighborhood of Park City, as described in the Park

City General Plan. The property is located in the Community Transition (CT) Zoning District.

2. **Project Conditions, Exactions and Agreed Dedications**

2.1. The Action letters and MPD Plans as approved by the Planning Commission on May 23, 2007, attached hereto as **Attachment 5**, as amended and approved by the Planning Commission on October 8, 2014 and attached hereto as **Attachment 6**, and as further amended and approved by the Planning Commission on January 13, 2016 and attached hereto as **Attachment 7**, are incorporated herein as the Project; subject to changes detailed herein.

2.2. Developer and its successors agree to pay the then current impact fees imposed and as uniformly established by the Park City Municipal Code at the time of permit application, whether or not state statutes regarding such fees are amended in the future.

2.3. Developer and any successors agree that the following are required to be entered into and approved by Park City prior to issuance of a Building Permit: (a) a construction mitigation plan, (b) utility and grading plans, (c) a storm water plan, (d) flood plain and wetland delineation studies; and (e) a water efficient landscape and irrigation plan showing snow storage areas.

2.4. Developer is responsible for compliance with all local, state, and federal regulations regarding any contaminated soils as well as streams and wetlands. Developer is responsible for receiving any Army Corp of Engineer Permits required related to any disturbance of streams and wetlands.

2.5. Developer Exactions and agreed upon public dedications are outlined in the Annexation Agreement and approved Master Planned Development, as amended.

2.6. The following are outstanding Developer obligations from the Annexation Agreement and approved Master Planned Development, as amended:

- a. Trails Easement – has been executed and recorded. See Declaration and Grant of Trail Easement (Recorded 4/12/2017 Entry No. 01067218), **Attachment 13**.
- b. Affordable Housing – 4 AUEs – Fulfilled upon payment by Intermountain of \$816,000 to Peace House and Peace House completing construction of its facility.
- c. Affordable Housing – 6.82 AUEs – To be fulfilled before certificate of occupancy of full build out of the hospital.
- d. Silver Summit Frontage Road Easement subject to Finding #19 of the Annexation Agreement.
- e. Parking Study – Upon submission of next application for construction on Hospital campus by Intermountain Healthcare.

3. **Vested Rights and Reserved Legislative Powers**

3.1. Subject to the provisions of this Agreement, Developer shall have the right to develop and construct the Project in accordance with the uses, densities, intensities, and general configuration of development approved by this Agreement, subject to compliance with the other applicable ordinances and regulations of Park City.

3.2 Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the existing land use and zoning regulations which are applicable to the Project under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Project and terms and conditions of this Agreement applicable to the Project shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to the required notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

4. Successors and Assigns.

4.1 Binding Effect. This Agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Project.

4.2 Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developer prior to construction of buildings or improvements on the parcels, with Developer retaining all rights and responsibilities under this Agreement.

5. General Terms and Conditions.

5.1 Term of Agreement. Construction as defined by the Uniform Building Code did commence within two (2) years of the date of the approval of the original MPD Construction, as defined by the Uniform Building Code. After Construction commences, the IHC Master Planned Development and this Agreement shall continue in force and effect until all obligations hereto have been satisfied. The Master Plan approval for the Project shall remain valid so long as construction is proceeding in accordance with the approved Phasing Plan as set forth herein (**Attachment 8**).

5.2 Agreement to Run With the Land. This Development Agreement shall be recorded against the Property, as described herein, and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.

5.3 No Joint Venture, Partnership or Third Party Rights. This Development Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

5.4 Integration. This Development Agreement, with Attachments incorporated herein, contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

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

5.6 Attorney's Fees. If this Development Agreement or any of the Attachments hereto are breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement of the non-breaching party.

5.7 Minor Administrative Modification. Minor administrative modification may occur to this MPD approval without necessity of revision of this Agreement.

6. Phasing.

6.1 Project Phasing. The Project has been and will continue to be developed in multiple phases as outlined on the approved amended Phasing Plan attached hereto as **Attachment 8**.

6.2 Form of Ownership Anticipated for the Project. The Project will consist of hospital and medical office uses, the Peace House, Summit County Health Department and People's Health Clinic offices and clinics, future City recreational uses, public safety uses, open space, and other related improvements. Developer anticipates that the Lots and Parcels of the MPD will be owned and/or leased by Developer, or its assigns. Lot 5 was dedicated to the City for future recreational uses. Any proposal to condominiumize the Project for private ownership, fractional ownership and common ownership of land and common facilities requires additional approvals and shall be in compliance with applicable ordinances and state code.

7. Water.

Developer acknowledges that water development fees were calculated by the City in the same manner and in the same comparative amount as with other developments within the municipal boundaries and that impact fees so collected will not be refunded to Developer or to individual building permit applicants developing within the Project. Additional requirements regarding water are memorialized in the Annexation Agreement, attached hereto as **Attachment 3**, as recorded at Summit County on 1/23/2007 (Entry No. 00802747).

8. Affordable Housing.

This Master Planned Development is subject to affordable housing requirements as described in the Annexation Agreement, attached hereto as **Attachment 3**, as recorded at Summit County on 1/23/2007 (Entry No. 00802747). Additionally, the MPD is subject to a Housing Mitigation Plan

approved by the Park City Housing Authority on June 4, 2015 attached hereto as **Attachment 9a**, and an amended Housing Mitigation Plan as approved by the Park City Housing Authority on February 2, 2017 attached hereto as **Attachment 9b**. The 2017 amended Housing Mitigation Plan includes requirements related to the Peace House facility proposed to be constructed on Lot 8 of the Third Amended IHC Subdivision plat. The Developer shall comply with the affordable housing requirements as amended with the February 2, 2017, Amended Affordable Housing Mitigation Plan, prior to receiving certificates of occupancy for the Peace House and the affordable housing requirements of the Annexation Agreement for future phases of the MPD.

9. **Physical Mine Hazards.**

There are no known Physical Mine Hazards on the property as determined through the exercise of reasonable due diligence by the Owner attached hereto as **Attachment 10**.

10. **Historic Structures.**

There are no known Historic Structures on the Property, according to the City's Historic Sites Inventory.

11. **Quinn's Junction Area Study.**

The City hereby confirms that the Property is located within the Quinn's Junction Area Study ("QJAS") and the findings and conclusions of the QJAS, attached hereto as **Attachment 11**, are consistent with the provisions of this Development Agreement.

12. **Ratification of Development Agreement.**

On December 14, 2016, the Planning Commission approved an extension to ratify the Development Agreement by July 13, 2017, as stated in the Extension of Ratification Action Letter, attached hereto as **Attachment 12**. On March 22, 2017, the Planning Commission ratified this Development Agreement.

13. **Notices.**

All notices, requests, demands, and other communications hereunder shall be in writing and shall be given (i) by Federal Express, UPS, or other established express delivery service which maintains delivery records, (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or at such other address as the parties may designate by written notice in the above manner:

To Developers:

IHC Health Services, Inc. Utah
36 South State Street, 23rd Floor
Salt Lake City, UT 84111
Attn: Corporate Real Estate Director

To Park City:

Park City Municipal Corporation
445 Marsac Avenue
PO Box 1480
Park City, UT 84060
Attn: City Attorney

Such communication may also be given by facsimile and/or email transmission, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

15. **List of Attachments.**

- Attachment 1- Legal Description of Property
- Attachment 2- MPD Map
- Attachment 2a- Density and Use Summary
- Attachment 2b- Lot 1 Site Plan and Building Heights
- Attachment 3- Annexation Agreement (Recorded 1/23/2007 Entry No. 00802747)
- Attachment 4a- Second Amended IHC/USSA Subdivision plat (Recorded November 25, 2008)
- Attachment 4b- Third Amended IHC/USSA Subdivision plat (Recorded April 12, 2017)
- Attachment 5- Action letter Planning Commission approval of MPD - May 23, 2007
- Attachment 6- Action letter Planning Commission approval of First Amended MPD - October 8, 2014
- Attachment 7- Action letter Planning Commission approval of Second Amended MPD -January 13, 2016
- Attachment 8- Phasing Plan (Approved Amended Phasing Plan - October 8, 2014)
- Attachment 9a- Housing Mitigation Plan approved on June 4, 2015
- Attachment 9b- First Amended Affordable Housing Mitigation Plan approved on February 2, 2017
- Attachment 10- Mine Hazard Letter (February 22, 2017)
- Attachment 11- Quinn's Junction Area Study Findings and Conclusions
- Attachment 12- Extension of ratification by Planning Commission - December 14, 2016
- Attachment 13- Declaration and Grant of Trail Easement (Recorded 4/12/2017 Entry No. 01067218)

IN WITNESS WHEREOF, this Development Agreement has been executed by the Developer by persons duly authorized to execute the same and by the City of Park City, acting by and through its City Council as of the 12 day of December, 2017.

PARK CITY MUNICIPAL CORPORATION:

By: Jack Thomas
Jack Thomas, Mayor



ATTEST:

By: Michelle Kellogg
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:
Polly Samuels McLearn
Polly Samuels McLearn, Assistant City Attorney

DEVELOPER and OWNER OF LOTS 1, 2, 6, 8, 9, 10, 11, AND 12:

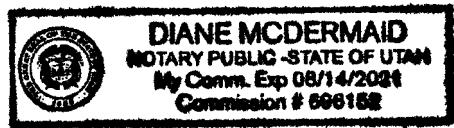
IHC Health Services, Inc. Utah
36 South State Street, 23rd Floor
Salt Lake City, UT 84111

Clay Ashdown
By:

STATE OF UTAH)
SALT LAKE) : ss
COUNTY OF SUMMIT)

On this 12 day of December, 2017, Clay Ashdown personally appeared before me, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the Vice President of IHC Health Services, Inc., a Utah non-profit corporation, and that said document was signed by him/her on behalf of said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and he/she acknowledged to me that he/she executed this Development Agreement for the Intermountain Healthcare Master Planned Development.

Diane McDermaid
Notary Public





April 28, 2017

Revised Description for Intermountain Healthcare Park City Medical Campus/ USSA Headquarters and Training Facility.

A part of the West Half of Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian, U.S. Survey, Park City, Summit County, Utah

Beginning at the Southwest Corner of said Section 35, and running thence Northerly two (2) Courses along the West line of Section 35 as follows: North $0^{\circ}13'24''$ East 2681.55 feet to the West 1/4 corner of said Section and North $0^{\circ}15'27''$ East 2312.19 feet; thence Northwesterly along the arc of a 23,178.31 foot radius curve to the right a distance of 362.82 feet (Central Angle equals $0^{\circ}53'49''$ and Long Chord bears North $25^{\circ}04'53''$ West 362.82 feet) to the North line of Section 34, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South $89^{\circ}39'00''$ East 110.37 feet along said North line to the Westerly right of way line known as Utah Department of Transportation Project No. 19 (U.S. Highway 40); thence Southeasterly along said right of way line and the arc of a 23,078.31 foot radius curve to the left a distance of 105.70 feet (Central Angle equals $0^{\circ}15'45''$ and Long Chord bears South $24^{\circ}52'48''$ East 105.70 feet) to the West line of said section 35; thence South $0^{\circ}15'27''$ West 139.75 feet along said West line to the Westerly right of way line of said U.S. Highway 40; thence seven (7) courses along said Westerly right of way line as follows: (1) Southeasterly along the arc of a 23,138.31 foot radius curve to the left a distance of 2055.02 feet (Central Angle equals $5^{\circ}05'19''$ and Long Chord bears South $27^{\circ}52'06''$ East 2054.35 feet); (2) South $30^{\circ}24'46''$ East 2322.73 feet; (3) South $26^{\circ}34'46''$ East 70.94 feet; (4) Southeasterly along the arc of a 1025.92 foot radius curve to the right a distance of 328.80 feet (Central Angle equals $18^{\circ}21'46''$ and Long Chord bears South $17^{\circ}23'53''$ East 327.39 feet); (5) South $0^{\circ}10'40''$ West 547.99 feet; (6) South $11^{\circ}42'02''$ East 93.76 feet; and (7) South $45^{\circ}02'39''$ West 361.61 feet to the South line of said Section 35; thence North $89^{\circ}52'38''$ West 637.56 feet; thence North $0^{\circ}06'18''$ East 275.97 feet; thence North $9^{\circ}38'40''$ West 300.10 feet; thence North $77^{\circ}16'12''$ West 260.51 feet; thence South $30^{\circ}14'06''$ West 224.55 feet; thence South $9^{\circ}38'40''$ East 440.73 feet to said South line of Section 35; thence North $89^{\circ}52'38''$ West 1067.77 feet along said South line to the point of beginning.

Contains: 152.243 Acres

IHC Master Planned Development

Attachment 2 MPD Map

Legend

- Road Edges
- City Limits
- Parcels
- Streets



ATTACHMENT 2

IHC Annexation and Master Planned Development Density Summary

Density of IHC Annexation/MPD	Approved per Annexation/MPD and 1 st MPD Amendment	Approved per 2 nd MPD Amendment	Built or under construction	Remaining to be built (as of 7/17)
Hospital Uses On Lot 1	300,000 square feet (SF) (180 unit equivalent (UE))*	No change in Hospital uses or UE.	137,800 SF (82.68 UE)	162,200 SF (97.32 UE)
Total Support Medical Offices on Lots 1, 6, 7, 8, and 10	150,000 SF (150 UE)** 50,000 (50 UE) transferred to Lot 1 from Lots 6 and 8 with 1 st Amendment.	Lot 8 subdivided to new Lots 8 and 12 Peace House use allowed on new Lot 8.	150,000 SF (150 UE) on Lots 1, 7 and 10. Peace House on new Lot 8 (42,000 SF) (0 UE).	0 SF
Lots 2, 3, 4, 5, 9, and 11	85 UE on Lot 3, 28 affordable units on Lot 4, 0 UE identified for Lots 2, 5, 9, and 11.	Public safety facility (fire/police) is appropriate use on Lot 4 (requires a CUP).	85,000 SF (85 UE) for USSA Center of Excellence on Lot 3. 28 affordable units on Lot 4 were transferred to Park City Heights and are under construction.	0 SF
Total Includes Hospital Uses and Support Medical Office on Lots 1, 6, 7, 8 and 10 and USSA on Lot 3	535,000 SF (415 UE) (450,000 SF (330 UE) plus 85,000 SF (85 UE))	No change in total SF or UE.	372,800 SF Total Hospital/Support - 287,800 SF (232.68 UE), USSA - 85,000 SF (85 UE). (Peace House CUP - 42,000 SF (0 UE) not included in totals)	162,200 SF (97.32 UE) of Hospital Uses

*1 UE= 1666.67 sf of hospital use per the annexation agreement.

**1 UE= 1,000 sf of Support Medical Office Use.

IHC Annexation and Master Planned Development Lots, Density, and Ownership
Summary

Lot #	Lot Area (acres)	Density (UE)	Ownership
1	99.06	280	IHC
2	8.49	n/a (open space)	IHC
3	5.0	85	USSA
4	5.0	n/a (was affordable housing parcel)	PCMC
5	15.0	n/a (open space and recreation uses)	PCMC
6	3.04	0 (25 were transferred to Lot 1)	IHC
7	3.40	25	Physicians Holding Inc. (Medical Office Building-MOB)
8 (original- subdivided to new Lots 8 and 12)	(9.93)	0 (25 were transferred to Lot 1)	IHC
8 (new)	3.63	n/a	IHC (Peace House)
9	0.17	n/a	Questar
10	3.09	25	IHC (Summit CO/Peoples Health)
11	0.95	n/a	IHC
12 (new)	6.30	0	IHC
Roads	4.11	n/a	PCMC- ROW
TOTAL	157.24	415 UE	

ATTACHMENT 2

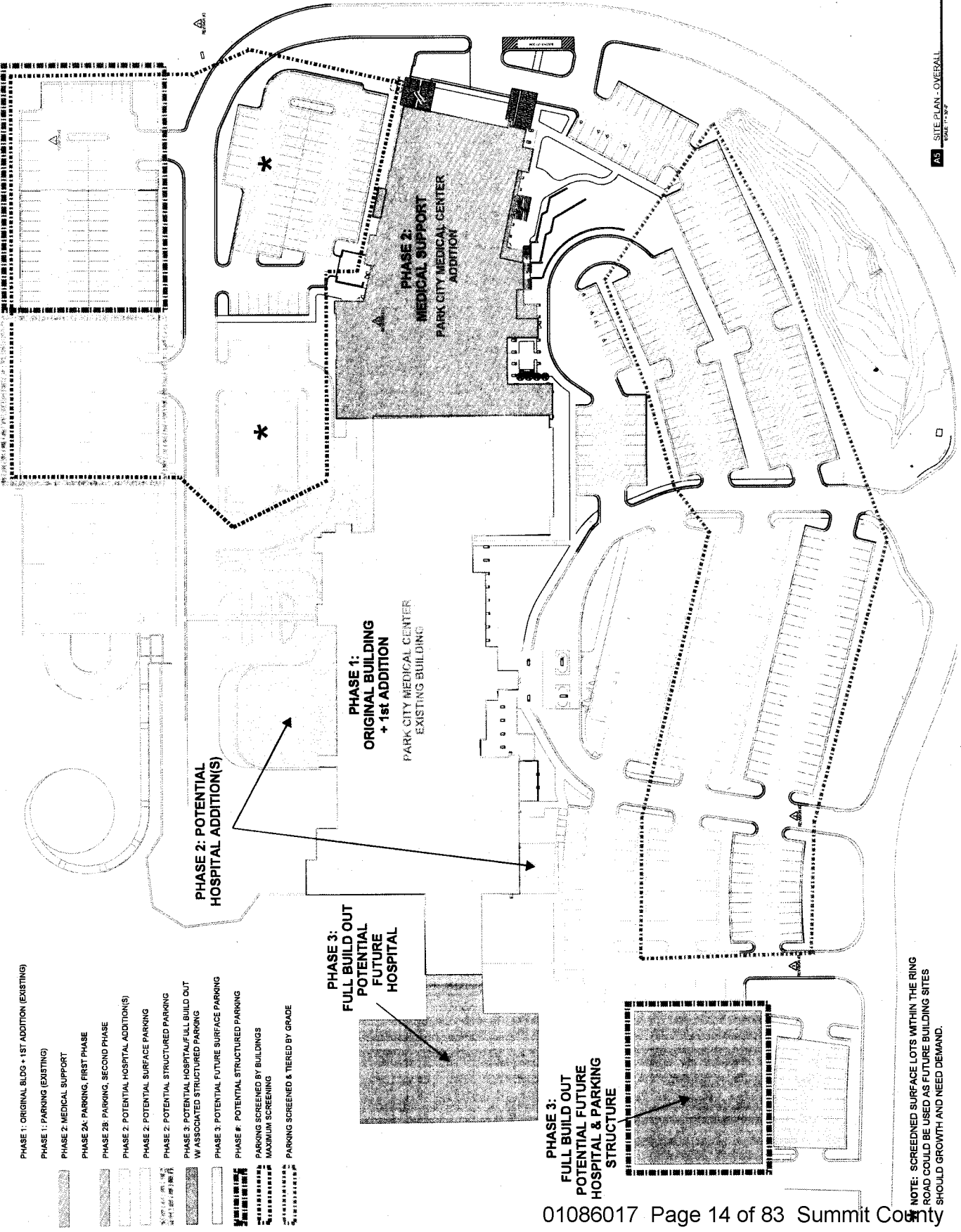


DATE: 11/11/14
 DESCRIPTION: INTERMOUNTAIN HEALTHCARE
 PROJECT NUMBER: 14-0018-01
 REGION: 01

DATE: 04/11/14
 DESCRIPTION: INTERMOUNTAIN HEALTHCARE
 PROJECT NUMBER: 14-0018-01
 REGION: 01

INTERMOUNTAIN PARK CITY MEDICAL CENTER
 EXPANSION
 INTERMOUNTAIN HEALTHCARE
 900 ROUND VALLEY DR, PARK CITY, UT 84060
 BID PACKAGE #1

CONTRACT SHEET #1
AS101

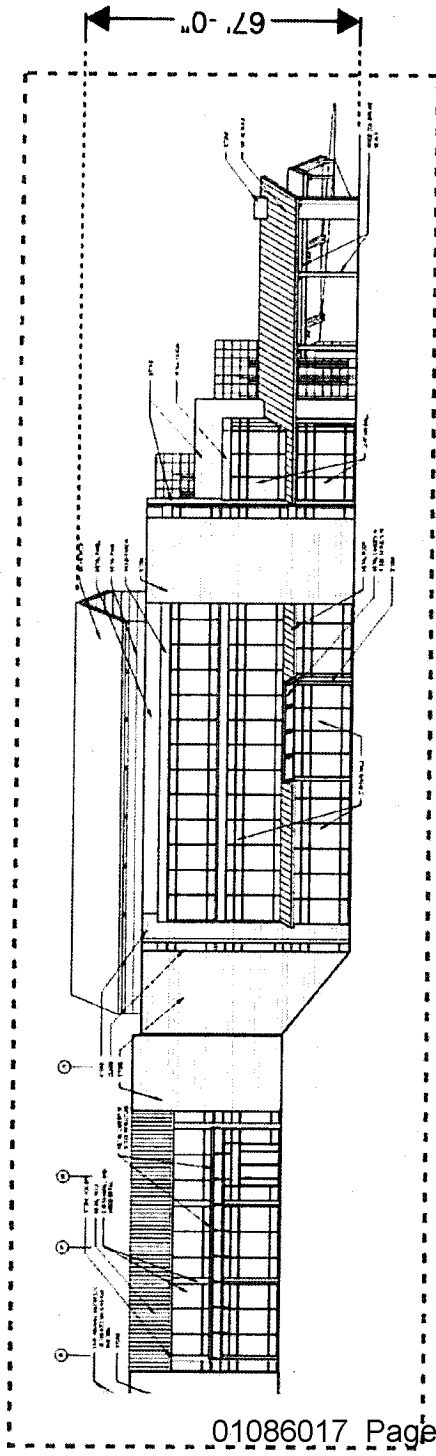
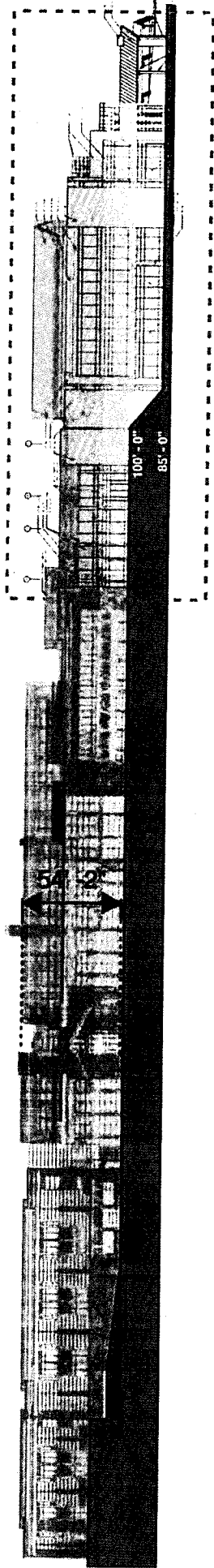


- PHASE 1: ORIGINAL BLDG + 1ST ADDITION (EXISTING)
- PHASE 1: PARKING (EXISTING)
- PHASE 2: MEDICAL SUPPORT
- PHASE 2A: PARKING, FIRST PHASE
- PHASE 2B: PARKING, SECOND PHASE
- PHASE 2: POTENTIAL HOSPITAL ADDITION(S)
- PHASE 2: POTENTIAL SURFACE PARKING
- PHASE 2: POTENTIAL STRUCTURED PARKING
- PHASE 3: POTENTIAL HOSPITAL/FULL BUILD OUT W/ ASSOCIATED STRUCTURED PARKING
- PHASE 3: POTENTIAL FUTURE SURFACE PARKING
- PHASE 3: POTENTIAL STRUCTURED PARKING
- PARKING SCREENED BY BUILDINGS MAXIMUM SCREENING
- PARKING SCREENED & TIERED BY GRADE

NOTE: SCREENED SURFACE LOTS WITHIN THE RING ROAD COULD BE USED AS FUTURE BUILDING SITES SHOULD GROWTH AND NEED DEMAND.

AS SITE PLAN - OVERALL
 SCALE: 1" = 20'

**INTERMOUNTAIN PKMC HOSPITAL EXPANSION
MASTER PLAN AMENDMENT - HEIGHT EXCEPTION**



The existing Hospital height was granted an exception in the original Master Plan Development agreement to accommodate the increased floor-to-floor heights required for an institutional facility by code, and to allow for increased chimney heights. Maximum height of the existing facility, measured from the 100' - 0" or existing ground level, to the tallest chimney is 54' - 2".

The proposed new facility has a maximum height of 67' - 0" when measured at the height of the rooftop mechanical penthouse, from the new proposed grade line of 85' - 0". When compared to the existing facility, the new proposed facility is actually 2' - 2" shorter than existing maximum height.

	Current & Proposed Roof Heights
	Existing Third Floor
	Existing & Proposed 2nd Floor
	Existing & Proposed 1st Floor
	Proposed Ground Floor

06-1207 2
ATTACHMENT 3

When recorded, please return to:

PARK CITY MUNICIPAL CORPORATION
City Recorder
P O Box 1480
Park City UT 84060

and to:

Guy P. Kroesche, Esq.
STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111

ENTRY NO. 00802747
01/23/2007 04:38:10 PM B: 1843 P: 0308
Agreement PAGE 1 / 40
ALAN SPRINGS, SUMMIT COUNTY RECORDER
FEE \$ 0.00 BY PARK CITY MUNICIPAL CORPORATION

and to:

Charles R. Brown, Esq.
CLYDE SNOW SESSIONS & SWENSON
201 South Main Street, Suite 1300
Salt Lake City, Utah 84111

and to:

Ira B. Rubinfeld, Esq.
RAY QUINNEY & NEBEKER
36 South State Street, Suite 1400
Salt Lake City, Utah 84145

ANNEXATION AGREEMENT

This ANNEXATION AGREEMENT (this "Annexation Agreement") is made by and between Park City Municipal Corporation (hereinafter, the "City") and Burbs, L.L.C., a Utah limited liability company (hereafter, the "Petitioner") to set forth the terms and conditions under which the City will annex certain land owned by the Petitioner, consisting of approximately 157 acres and located in unincorporated Summit County, Utah, at the northwest corner of State Road 248 and Highway 40 (as further defined below, the "Property"): into the corporate limits of the City and extend municipal services to the Property. This Annexation Agreement is made under authority of §§ 10-2-401 et. seq. of the Utah Code, Annotated 1953, as amended, and shall serve as a supplemental annexation policy declaration when executed by all parties.

WHEREAS, the Petitioner entered into that certain Real Estate Acquisition Agreement, dated as of October 21, 2004, as amended by that certain Amendment to Real Estate Acquisition Agreement, dated as of October 21, 2005, as further amended by that certain Second Amendment to Real Estate Acquisition Agreement, dated as of October 27, 2005, as amended by that certain Third Amendment to Real Estate Acquisition Agreement, dated as of April 27, 2006, as amended by that certain Fourth Amendment to Real Estate Acquisition Agreement, dated as of August 11, 2006, as amended by that certain Fifth Amendment to Real Estate Acquisition Agreement, dated as of August 25, 2006, as amended by that certain Sixth Amendment to Real Estate Acquisition Agreement, dated as of September 27, 2006, as amended by that certain Seventh Amendment to Real Estate Acquisition Agreement, dated as of October 27, 2006, and as amended by that certain Eighth Amendment to Real Estate Acquisition Agreement, dated as of November 30, 2006, (collectively, the "Real Estate Acquisition Agreement"), for the sale of a portion of the Property (the "Intermountain Healthcare Property") to IHC Health Services, Inc., a Utah nonprofit corporation ("Intermountain Healthcare");

SaltLake-289043 6 0033566-00189

WHEREAS, the Petitioner has previously notified to the United States Ski and Snowboard Association, a Utah nonprofit organization (the "USSA"), that the Petitioner desires to donate five (5) acres of the Property (the "USSA Property") to USSA, and USSA is willing to accept such donation;

WHEREAS, in furtherance of the foregoing, the Petitioner desires to annex the Property into the corporate limits of the City and, to that end, an annexation petition (the "Annexation Petition") for the Property was filed with the City on November 3, 2004, and accepted by the City on November 18, 2004;

WHEREAS, in connection with any such annexation (the "Annexation"), the Property is proposed to be zoned Community Transition District - Master Planned Development ("CT-MPD"), a new City zoning district that allows for a community hospital/medical facility, support medical offices, public/quasi-public institutional uses, United States Ski and Snowboard headquarters and a sports training complex, public recreation uses, affordable/employee housing, and open space land uses on the Property;

WHEREAS, to these ends, the City has issued certain Findings and Conditions with respect to the Property, which are attached as Exhibit "A" (the "Findings and Conditions");

WHEREAS, the parties understand, acknowledge and agree that the Annexation of the Property is conditioned upon, among other matters, the satisfaction of the terms and conditions set forth in the Findings and Conditions and this Annexation Agreement, as well as the completion of the master plan development for the Intermountain Healthcare Property or the USSA Property, as the case may be (in either case an "MPD") and subdivision (the "Subdivision") of the Property, all to the satisfaction, in their respective discretion, of the Petitioner, Intermountain Healthcare, USSA, and the City, as applicable, and as evidenced by the Subdivision plat for the Property (as accepted by the City and filed in the official real estate records of Summit County, Utah, the "Subdivision Plat"); and

WHEREAS, except as otherwise defined herein, capitalized terms shall be as defined in the Findings and Conditions;

NOW, THEREFORE, in furtherance of the Annexation Petition, in consideration of the City's agreement to annex the Property and in consideration of the mutual promises contained herein, as well as the mutual benefits to be derived herefrom, the parties agree that the terms and conditions of Annexation shall be as follows:

1. **Property.** The Property to be annexed is approximately 157 acres in size, as depicted on the annexation plat attached as Exhibit "B" (the "Annexation Plat") and as more fully described in the legal description attached as Exhibit "C."
2. **Zoning.** Upon Annexation, the Property will be zoned CT-MPD, as shown on Exhibit "B."
3. **Master Plan Approval; Phasing.** Pursuant to Land Management Code Section 15-8-3 (D), an application for a Master Planned Development of the Property (as submitted, the "MPD"), a copy of which is attached as Exhibit "D," was filed with the City on November 3, 2004, and accepted by the City on November 18, 2004. This Annexation Agreement does not represent approval or vesting of the MPD. Rather, the MPD and the use and development of the Intermountain Healthcare Property and the USSA Property shall be governed by the zoning designations provided herein and, consistent with this Annexation Agreement and the Findings and Conditions, shall be finalized (and, as necessary, amended) as soon as reasonably practicable following completion of the Annexation pursuant to Utah Code Annotated § 10-2-425(5) (as applicable to the Intermountain Healthcare Property, the USSA Property or the remainder of the Property, the "Final MPD").

Any substantive amendments to the MPD or this Annexation Agreement shall be processed in accordance with the Park City Land Management Code. Further, as part of the MPD review and approval process, again consistent with this Annexation Agreement and the Findings and Conditions, the phasing of the development of the Intermountain Healthcare Property or the USSA Property, as the case may be, shall be determined, to ensure the adequacy of public facilities that may be required to support any such development.

4. **Trails.** A condition precedent to the Annexation and the Final MPD for the Intermountain Healthcare Property or the USSA Property, as the case may be, is the grant to the City of public easements (collectively, the "Trail Easements") for the construction of non-vehicular pedestrian trails (collectively, the "Trails"), the location, width and use of which shall be determined during the MPD review and approval process, and which shall be documented in one or more development agreements for the Intermountain Healthcare Property the USSA Property, as the case may be, or any portions thereof (in any case, a "Development Agreement"). The Trail Easements shall include, but are not limited to, those easements necessary to extend and/or relocate certain of the existing non-vehicular pedestrian trails to connect to other public trail easements existing on adjacent properties. Any obligations with respect to the construction of any such trails shall be governed by the terms and conditions of the Development Agreement for the USSA Property, the Intermountain Healthcare Property or any other part of the Property, as the case may be, and, further, unless otherwise provided in any such Development Agreement, shall be the responsibility of the owner of the USSA Property, the Intermountain Healthcare Property, or any other part of the Property, as the case may be.

5. **Fire Prevention Measures.** Because of significant wild land interface issues on the Property, the Petitioner (or, as specified in connection with any such assignment, its assigns) agrees to implement a fire protection and emergency access plan, to be submitted prior to the issuance of any building permits, and to be reviewed and approved by the Fire Marshall and Chief Building Official for compliance with applicable building and fire codes.

6. **Roads, Road Design and Access.** All streets and roads within the Property shall be designed according to the City's road design standards and, as soon as reasonably practicable following the construction thereof (to the extent, as determined during the MPD review and approval process, to be dedicated to the City), shall be dedicated to the City for purposes of public thoroughfares and, upon acceptance thereof by the City, the maintenance and repair thereof by the City. Until such time as any such streets and roads shall be dedicated to, and accepted by, the City pursuant to the City's applicable ordinances governing any such dedication, maintenance and repair of all such streets and roads shall remain with the Petitioner (or, as specified in connection with any such assignment, its assigns). All roads and streets within the Property shall be not less than thirty feet (30') wide, back of curb to back of curb, unless, consistent with this Annexation Agreement, applicable City ordinances and the Findings and Conditions, otherwise reduced by the City for pedestrian traffic calming or other public purposes. The terms and conditions of grading and constructing access roads and streets across any City property shall be agreed to as part of the MPD review and approval process.

Notwithstanding any other term or condition of this Annexation Agreement and as and to the extent reasonably necessary or appropriate for, consistent with this Annexation Agreement and the Findings and Conditions, use of the Intermountain Healthcare Property, the City, without additional consideration therefor, agrees to (a) by means of (i) a publicly-dedicated roadway and/or (ii) a nonexclusive, perpetual easement and right of way for the benefit of the Intermountain Healthcare Property, provide access to and from the Intermountain Healthcare Property to State Road 248 in Summit County, Utah (all as shown on attached Exhibit "E" road design plan, prepared by Horrocks Engineers on November 6, 2005, and approved by the City Engineer), for main and primary vehicular and pedestrian access (the "Main Access Roadway"), and (b) by means of a nonexclusive, perpetual easement and right of way for the benefit of the Intermountain Healthcare Property, provide access to and from the Intermountain Healthcare Property for emergency and secondary vehicular and pedestrian access (the "Secondary Access

Easement"). The Main Access Roadway and the Secondary Access Easement each shall be not less than thirty feet (30') wide, back of curb to back of curb, exclusive of any sidewalks or other improvements and, further, shall be in such locations as shall be mutually acceptable to the City and Intermountain Healthcare. Except as and to the extent consistent with the use of the Intermountain Healthcare Property (and as, to the extent practicable, confirmed in connection with the sale and acquisition of the Intermountain Healthcare Property), neither the Main Access Roadway nor the Secondary Access Easement shall be subject to any use restrictions, conditions, limitations, or encumbrances (other than, to the extent the Secondary Access Easement shall not be on the City's property, general property taxes or assessments not yet due and payable) and, in addition, shall provide insurable access to and from the Intermountain Healthcare Property; provided, however, that, as specified during the MPD review and approval process, a locked gate may restrict use of the Secondary Access Easement to emergency and fire use only.

The Petitioner (or, except as otherwise may be agreed in writing in connection with any such assignment, its assigns) shall not have any obligation or liability for the Main Access Roadway or the Secondary Access Easement until review and approval by the City of the Final MPD. The City further agrees that roadway and street construction costs and expenses incurred by the Petitioner (or its assigns) shall be credited against any other impact or other development fees and costs for which the Petitioner (or its assigns) may be liable by reason of this Annexation Agreement or, consistent with the Findings and Conditions, otherwise with respect to the Intermountain Healthcare Property, the improvement of State Road 248, or the USSA Property, including without limitation any costs or expenses incurred in connection with the obligations under Section 17, below. The Petitioner (or, as specified in connection with any such assignment, its assigns) may require other or third parties to enter into a latecomer's agreement to reimburse the Petitioner for a portion of its costs in extending roads, traffic infrastructure and access to the Property.

7. **Sanitary Sewer, Line Extensions and Related Matters.** Construction and alignment of the sanitary sewer shall be determined as part of the MPD review and approval process. The preferred alignment of the sanitary sewer shall be that which results in the least visual impact and site disturbance while meeting the site design and construction requirements of the Snyderville Basin Water Reclamation District. Further, as part of a Development Agreement, the Petitioner (or, as specified in connection with any such assignment, its assigns) shall enter into a latecomer's agreement to reimburse the City for a portion of its costs in extending sewer facilities adjacent to the Intermountain Healthcare Property or the USSA Property, as the case may be.

8. **Water Rights and Water Source Capacity.** The Petitioner (or, as specified in connection with any such assignment, its assigns) hereby agrees to purchase culinary water and, as appropriate, irrigation water from the City, subject to the provisions of this Section 8. The City shall and hereby agrees, upon payment therefor as specified in and contemplated under this Section 8, to provide such culinary water and, as appropriate, irrigation water, as shall be sufficient to meet the projected peak daily water demand for (a) the Intermountain Healthcare Property, which the parties understand, acknowledge and agree is 101,528 gallons per day at full build-out (the "Intermountain Healthcare Peak Water Demand") and (b) the USSA Property, which the parties understand, acknowledge and agree is 8,759 gallons per day at full build-out (the "USSA Peak Water Demand"). The Petitioner (or, as specified in connection with any such assignment, its assigns) agrees to pay the City for such water in the amount of SIXTEEN THOUSAND AND NO/100 DOLLARS (\$16,000) per Equivalent Residential Unit ("ERU"), inclusive of (i) a proportionate share of any capital costs incurred by the City through the Snyderville Importation Project, (ii) any water share acquisition costs for water from the Weber Basin Water Conservancy District, (iii) a proportionate share of any water treatment costs based on the Intermountain Healthcare Peak Water Demand and the USSA Peak Water Demand, (iv) any City water impact fees therefor, and (v) any City water connection impact fees (collectively, the "Water Cost").¹ Such Water Cost, respectively, shall be paid to the City within ten (10) business days following the Final MPD. Based

¹ The Water Cost was calculated by the City, as shown on attached Exhibit "G."

upon the peak water demand figures submitted to the City by Intermountain Healthcare and the USSA. at the City's request, the City calculated and hereby confirms that, the number of ERUs respectively, is equivalent to 63.455 ERUs and 5.47 ERUs.

The City shall not be obligated to provide any water in excess of (A) the Intermountain Healthcare Peak Water Demand for the Intermountain Healthcare Property and (B) the USSA Peak Water Demand for the USSA Property and, notwithstanding any other term or condition hereof, the Petitioner (or, as specified in connection with any such assignment, its assigns) shall not be obligated to pay any amounts in excess of SIXTEEN THOUSAND AND NO/100 DOLLARS (\$16,000) per ERU. Further, the Petitioner (or, except as otherwise may be agreed in writing in connection with any such assignment, its assigns) and the City agree to enter into a separate agreement, mutually acceptable to the parties thereto, which shall document and provide for the implementation of the material terms of Sections 8, 9, and 10 of this Annexation Agreement, before the Final MPD; provided, however, that the Petitioner (or its assigns) shall not have any obligation or liability to purchase any water from the City until after the Final MPD. The Petitioner (or, as specified in connection with any such assignment, its assigns) is separately responsible for any redundant water rights, source capacity and/or systems as may be required in connection with the use and development of the Intermountain Healthcare Property or the USSA Property, as the case may be, and as required by applicable laws, rules or regulations relating thereto.

In conjunction with the construction of the Units by Petitioner on the City Donated Parcel or the Alternative Affordable Housing Location, as further described in Section 11, the City agrees that it will provide culinary water and, as appropriate, irrigation water, as shall be sufficient to meet the projected peak daily water demand for the Units, as ultimately determined by Petitioner and the City and approved for construction by the City. Petitioner agrees to pay to the City normal and customary charges for such water, which Water Cost shall not be in excess of the Water Cost to be paid the City for water to the Intermountain Healthcare Property and USSA Property, as set forth above in this Section 8.

9. **Water Impact Fees and Credits.** The City confirms that the total water impact fee was calculated by the City in the same manner and in the same comparative amount as with other developments within municipal boundaries. Any applicable credits that the Petitioner (or its assigns) may be eligible for will be determined by the City in the same manner and in the same comparative amount as with other developments within the City.

10. **Other Water Facilities, Infrastructure and Systems Costs.** As a condition precedent to the effectiveness of this Annexation Agreement, certain water facilities and systems, including an upgrade to the Fairway Hills pump station, shall be required to be constructed to service the Intermountain Healthcare Property and the USSA Property, and, to the extent to be dedicated to the City, easements therefor granted to the City, all of which shall be determined, and agreed to, by the affected parties and the City during the MPD review and approval process (the "Water Facilities and Systems"). Any and all such Water Facilities and Systems shall be constructed in accordance with specifications reasonably required by the City Engineer. Notwithstanding any term or condition of this Annexation Agreement, the City shall be responsible for the cost of any over-sizing of any Water Facilities and Systems, and, as and to the extent the Petitioner (or its assigns) shall pay or be liable for any such costs, the Petitioner (or, as applicable, Intermountain Healthcare or USSA) shall receive an appropriate credit or contribution from the City (as determined during the MPD review and approval process) for any over-sized Water Facilities and Systems designed, constructed or configured for the benefit of or to accommodate the needs of the City or any other person or entity.

In connection with the MPD and the Subdivision² review and approval processes, on-site storm runoff detention facilities, or approved alternatives, as approved by the City Engineer, may be required. The timing for the construction of such storm run-off improvements shall be determined during the MPD review and approval process (the "Storm Detention Facilities"). The City shall be responsible for the cost of any over-sized on-site Storm Detention Facilities required as determined as part of the MPD (as sized and located to the reasonable satisfaction of Intermountain Healthcare and USSA), and, as and to the extent the Petitioner (or its assigns) shall pay or be liable for any such costs, the Petitioner (or, as applicable, Intermountain Healthcare or USSA) shall receive an appropriate credit or contribution from the City (as determined by the Petitioner and the City during the MPD review and approval process) for any such facilities designed, constructed or configured for the benefit of or to accommodate the needs of the City or any other person or entity.

As part of the MPD review and approval process, the Petitioner (or, as specified in connection with any such assignment, its assigns), the City and the affected parties shall determine and agree on the proportionate costs and/or appropriate credits or contributions from the City for the installation, construction, repair, and maintenance of any excess length, size or capacity storm sewer and/or sanitary sewer lines, power, sewer, and other utility line extensions and related facilities (including without limitation the Storm Retention Facilities and the Water Facilities and Systems, the "Sewer and Related Facilities"), which may be required for the use and development of the Property, or any part thereof, and the provision of municipal services related thereto (with the understanding that the Petitioner (or, as applicable, the respective owners of the Intermountain Healthcare Property or the USSA Property) shall receive an appropriate credit or contribution from the City for the cost of any Sewer and Related Facilities designed, constructed or configured for the benefit of or to accommodate the needs of the City or any other person or entity. The extent to which such Sewer and Related Facilities shall be dedicated to the City, and the required granting of easements therefor, shall also be determined, and agreed to, by the Petitioner (or, as specified in connection with any such assignment, its assigns), the affected parties and the City during the MPD review and approval process.

11. **Affordable Housing Requirement.** Affordable/employee housing shall be provided in a manner consistent with the Findings and Conditions (the "Employee/Affordable Housing"), with the understanding and agreement of the parties that:

a. The Employee/Affordable Housing requirement for development associated with the Intermountain Healthcare hospital (300,000 square feet) is 44.78 "Affordable Unit Equivalents" (as defined in the City's Land Management Code) (the "Units"). Petitioner previously notified the City that it desires to and will donate five (5) acres of the Property (the "City Donated Parcel") to the City. Intermountain Healthcare, the City and the Petitioner have agreed that the foregoing Employee/Affordable Housing requirement shall be satisfied by the Petitioner's donation of the City Donated Parcel to the City as previously committed to by Petitioner, and the other terms and conditions of this Section 11. Within twelve (12) months of the effective date of this Agreement, the City shall determine if the Units are to be located on the City Donated Parcel or at some alternate location within the City, as agreed to by Petitioner (or its assignees), which agreement shall not be unreasonably withheld, conditioned or delayed, (an "Alternate Affordable Housing Location"); provided that, in the event of an Alternate Affordable Housing Location, the Petitioner (and any assignee thereof) shall not have any obligation, cost or otherwise, for the acquisition of any such Alternate Affordable Housing Location; and provided that, in the event the Units are located on any Alternate Affordable Housing Location, the Petitioner (or any assignee thereof) shall not

² The Subdivision review and approval process will be a two-part process. The first part of the Subdivision review and approval process will establish the lot lines of the Intermountain Healthcare Property, the USSA Property, the City Donated Parcel, and the City Recreation/Open Space Parcel and, in that connection, allow for the recording of the Subdivision Plat in the official real estate records of Summit County, Utah. The second part of the Subdivision review and approval process will include an amendment to the Subdivision Plat, which will be processed during the MPD review and approval process and, to the extent appropriate, will incorporate any necessary requirements of this Section 10.

incur, or be obligated for, any costs or expenses in excess of those that would be incurred if the Units were located and constructed on the City Donated Parcel. Subject to the foregoing, within twenty-four (24) months of the effective date of this Agreement, the Petitioner (or any assignee thereof) shall either (i) begin construction of the Units on the City Donated Parcel or at the Alternate Affordable Housing Location or (ii) post a financial guarantee in favor of the City in a form, on terms and in the amount set forth in attached Exhibit "F" (the "Financial Guarantee").³

The City shall not issue building permits for development of the Intermountain Healthcare hospital in excess of 149,000 square feet until (A) the commencement of construction of the Units on the City Donated Parcel or an Alternate Affordable Housing Location within twenty-four (24) months following the Annexation, (B) a decision is made to locate the Units on property other than the City Donated Parcel, (C) the satisfaction of the Employee/Affordable Housing requirement for development associated with the Intermountain Healthcare hospital by financing or some other arrangement, or (D) the delivery by Petitioner (or its assigns) and acceptance by the City of the Financial Guarantee.⁴ Any such Units constructed shall be sold or rented by the Petitioner (or any assignee thereof) at deed restricted prices or otherwise financed consistent with the City affordable housing guidelines.

b. The Employee/Affordable Housing requirement for development associated with the a proposed United States Ski and Snowboard Association, a Utah nonprofit organization ("USSA") facility (85,000 square feet) is 10.71 Affordable Unit Equivalents. The Petitioner previously notified USSA that it desires to and will donate the USSA Property, upon which USSA intends to construct its facilities, to USSA. A total deferral of the required 10.71 Affordable Unit Equivalents will be granted by the City upon, and in exchange for, the donation of the USSA Property by the Petitioner to USSA as previously committed to by Petitioner. The deferral is contingent upon continued ownership and occupancy by the facility by USSA or another community-based nonprofit organization. Any change in use to a non-community-based nonprofit organization may require that the deferred Employee/Affordable Housing requirements be met by the owner of the USSA Property as contemplated under the Affordable Housing Guidelines and Standards Resolution 10-06.

c. The Employee/Affordable Housing requirement for development associated with the Support Medical Office area (150,000 square feet) is 34.98 Affordable Unit Equivalents. This requirement shall be satisfied with either on-site or off-site units as determined in connection with the development of the Property to which such area relates and, in any case, shall not reduce the square footage available for the Support Medical Office area. The units shall be sold or rented at deed restricted prices or otherwise financed consistent with the City's affordable housing guidelines. Construction of the affordable units may be phased with the construction of the Support Medical Office area; provided that no certificate of occupancy for the Support Medical Office area in excess of 25,000 square feet shall be issued unless construction has commenced on the required Affordable Unit Equivalents hereunder or a financial guarantee (see footnote no. 2, above) has been posted therefor in a form and in an amount acceptable to the City.

³ The form and amount of any bond or other financial assurance required by the City hereunder shall be determined by reasonably estimating the City's administrative costs (which are estimated to be ten percent (10%) of the total cost of construction of the Units), if the City were required to proceed with construction of the Units or any other affordable housing units/equivalents hereunder, and no more.

⁴ By the execution hereof, the City hereby acknowledges and confirms, as of the Effective Date, the delivery by the Petitioner and the acceptance by the City of the Financial Guarantee for the Units, which is in the form, on terms and in an amount required by the City. With the Financial Guarantee, the Employee/Affordable Housing requirement for development associated with the Intermountain Healthcare hospital has been satisfied in its entirety and, as such, is not a condition precedent to the issuance of building permits for development of the Intermountain Healthcare hospital in excess of 149,000 square feet.

d. If the "Units" (as defined in subsection 11(a), above), in fact, are located on the City Donated Parcel, the "Units" will be situated, designed and constructed on the City Donated Parcel in a manner approved, in writing and in advance, by Intermountain Healthcare, in Intermountain Healthcare's reasonable discretion. Any proceeds from the sale or lease of the "Units" on the City Donated Parcel or any Alternate Affordable Housing Location, following their design and construction, shall be retained by and constitute the exclusive property of the entity which constructs the "Units," being either the Petitioner, or any assignee thereof, as the case may be. All utilities shall be stubbed to the City Donated Parcel or any Alternate Affordable Housing Location, on which the Units may be constructed, at no cost to Petitioner (or its assigns) or any other party hereto. Further, neither the Petitioner (and its assigns) nor any other party hereto shall have any obligation, cost or otherwise, for any water rights or interests, nor for any other public fees, except for standard planning review and building permit fees necessary for construction of the Units on the City Donated Parcel (or any Alternate Affordable Housing Location).

12. **Planning Review Fees.** Except as otherwise agreed by the City, otherwise specified in a Development Agreement or in this Annexation Agreement, or as part of the MPD review and approval process (including without limitation any applicable credits and/or "in lieu of tax payments"), the Petitioner (or its assigns) shall be responsible for all standard and customary, and generally-applicable planning, building, subdivision and construction inspection fees imposed by the City from time to time.

13. **Impact and Building Fees.** Except as otherwise agreed by the City, otherwise specified in a Development Agreement or in Sections 8, 9 and 10 of this Annexation Agreement, or as part of the MPD review and approval process (including any applicable credits and/or "in lieu of tax payments"), the Petitioner (or its assigns) shall be responsible for all standard and customary, and generally-applicable, fees, such as development, impact, park and recreation land acquisition, building permit and plan check fees due and payable for construction on the Intermountain Healthcare Property, the USSA Property or the remainder of the Property at the time of application for any building permits.

14. **Acceptance of Public Improvements.** Subject to fulfillment of all the conditions of the applicable City ordinances and, further, the City's final approval of the construction of any such public improvements, those roads, streets, water facilities, utilities, and easements as may be agreed by the City, Intermountain Healthcare and/or USSA in connection with the MPD review and approval process (the "Public Improvements"), shall be conveyed and dedicated to the City, for public purposes. Following any such dedication, the City shall be responsible for the maintenance, repair and replacement of any and all such Public Improvements.

15. **Snow Removal and Storage.** Other than as the City may determine necessary or appropriate for the Trails, the City shall not be obligated to remove snow from roads, streets or similar improvements within the Property, until acceptance of the dedication thereof pursuant to the applicable City ordinances or this Annexation Agreement.

16. **Fiscal Impact Analysis.** The fiscal impact analysis prepared by the City Budget, Debt and Grants Department was reviewed, accepted and approved by the City Planning Commission on November 10, 2005. The analysis includes revenue and cost assumptions related to the Annexation and development of the Property and it is hereby accepted and approved by the City as part of this Annexation Agreement.

17. **Traffic Mitigation.** A comprehensive traffic review and analysis of the surrounding properties and jurisdictions was performed by a traffic consultant, Horrocks Engineers, and additional analysis was performed by the City's consultant, Rosenthal and Associates (together referred to herein as the "Traffic Studies"). Any such mitigation measures (inclusive of the "Roadway Access Costs" (as defined below and contemplated under the Findings and Conditions, the "Traffic Mitigation Measures") shall be implemented in a manner consistent with the Findings and Conditions; provided that any costs or expenses shall be proportionately allocated among all affected persons and entities, including without limitation the City; and provided that neither the Petitioner nor its assigns shall be obligated to take or

cause to be taken any such measures until such time as they shall be satisfied that the measures shall have been adequately specified, the costs (and the allocation) thereof determined, the persons and entities participating therein identified, and the payment of any such costs assured to the reasonable satisfaction of the City and the Petitioner (and, as specified in connection with any such assignment, its assigns). Subject to the Findings and Conditions, the parties anticipate that the Petitioner (or, as specified in connection with any such assignment, its assigns) shall incur the financial costs, except land acquisition costs, for the construction of a signalized intersection on State Road 248 and the connection of that intersection with a roadway to the Property, all as shown in the analysis of Horrocks Engineers. The total cost of any and all Traffic Mitigation Measures shall not exceed TEN MILLION AND NO/100 DOLLARS (\$10,000,000), and the Petitioner's (or, as specified in connection with any such assignment, its assigns') proportionate share of the Traffic Mitigation Measures shall be between eleven percent (11%) and twenty-one percent (21%) and, further, shall be determined and documented as part of the MPD review and approval process.

18. **Effective Date.** This Annexation Agreement is effective as of the date the City Council adopts a resolution authorizing the execution of this Annexation Agreement and, further, the City provides notice of the adoption of such resolution to the parties to this Annexation Agreement.

19. **Governing Law; Jurisdiction and Venue.** The laws of the State of Utah shall govern this Annexation Agreement. Jurisdiction and venue are proper in Summit County.

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

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

22. **Compliance with the City Code.** Notwithstanding Section 18 of this Annexation Agreement, from the time of the City Council (the "City Council") approves of this Annexation Agreement and upon completion of the Annexation, the Property shall be subject to compliance with any and all of the City's Codes and Regulations pertaining to the Property.

23. **Full Agreement.** This Annexation Agreement, together with the recitals and exhibits attached to this Annexation Agreement (which are incorporated in and made a part of this Annexation Agreement by this reference), contains the full and complete agreement of the City and the Petitioner regarding the Annexation of the Property into the City. Only a written instrument signed by all parties hereto, or their successors or assigns, may amend this Annexation Agreement.

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

25. **Vested Rights.** Subject to the provisions of this Annexation Agreement, the Petitioner (or its assigns) shall have the right to use and develop the Intermountain Healthcare Property, the USSA Property or the remainder of the Property, as the case may be, in accordance with the uses, densities, intensities, and general configuration of development approved by these Findings and Conditions and, subject to the Findings and Conditions unless otherwise agreed by any affected parties, the Final MPD, subject to and in compliance with other applicable ordinances and regulations of the City.

26. **Reserved Legislative Powers.** The Petitioner acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited, and the Petitioner shall ensure that each of its assigns is aware of such restriction in connection with any assignment of any rights or obligations hereunder. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the Land Management Code and zoning Map of the City, as in existence on the date hereof, copies of which have been provided or otherwise made available by the City to the Petitioner, Intermountain Healthcare and USSA on or before the date hereof, and which are applicable to the Property under the terms of this Annexation Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Property and terms and conditions of this Annexation Agreement applicable to the Property shall be of general application to all development activity in the City; and, unless the City declares an emergency, the Petitioner, Intermountain Healthcare and USSA (and their respective assigns) shall be entitled to the required notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

27. **Severability.** If any part or provision of this Annexation Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Annexation Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Annexation Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. Notwithstanding the foregoing, given the interdependence of many of the provisions of this Annexation Agreement, this Section 26 shall only be applied to the extent the purpose and intent of this Annexation Agreement is not frustrated.

28. **Quinn's Junction Area Study.** The City hereby confirms that the Property is located within the Quinn's Junction Area Study ("QJAS") and the findings and conclusions of the QJAS are consistent with the provisions of this Annexation Agreement and the Findings and Conditions.

1st IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement as of the
day of JANUARY, 2006. 7

[signature pages follow]

PARK CITY MUNICIPAL CORPORATION

By: Dana Williams
Dana Williams, Mayor

DATED this 1st day of January, 2006.

ATTEST: City Clerk

By: Janet Scott
Janet Scott, City Recorder

DATED this 1st day of January, 2006.

APPROVED AS TO FORM:

Mark Harrington
Mark Harrington, City Attorney

DATED this 1st day of January, 2006.

PETITIONER:

Burbs, L.L.C., a Utah limited liability company

Vaughn Burbidge
By: Vaughn Burbidge
Title: Manager

DATED this 1 day of January, 2006.

David Burbidge
By: David Burbidge
Title: Manager

DATED this 1 day of January, 2006.



ACKNOWLEDGEMENT AND CONSENT TO AGREEMENT

By the execution hereof and as of the 27 day of November, 2006, the undersigned, hereby acknowledges and consents to the terms of this Annexation Agreement, with the understanding and agreement of the City, USSA and the Petitioner that (a) Intermountain Healthcare shall have the right to review and approve, in advance, any matters which affect any part or all of the Intermountain Healthcare Property and any adjacent property to be owned, used and/or developed by the undersigned, (b) Intermountain Healthcare shall not have any liability or obligation of any kind or nature under this Annexation Agreement except as and to the extent specified and agreed by Intermountain Healthcare in a partial assignment from the Petitioner of the Annexation Agreement (the "Assignment"), and (c) Intermountain Healthcare shall not have any obligation under the Assignment until the terms and conditions thereof shall have been agreed to by Intermountain Healthcare, the Petitioner and USSA.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: [Signature]
Name: Jon D. Hoopes
Title: Regional Vice President

DATED this 27 day of November, 2006

ACKNOWLEDGEMENT, CONSENT AND JOINDER TO AGREEMENT

By the execution hereof and as of the ___ day of _____, 2006, the undersigned, hereby acknowledges, consents to and joins in the terms of this Annexation Agreement, with the understanding and agreement of the City, USSA and the Petitioner that (a) USSA shall have the right to review and approve, in advance, any matters which affect any part or all of the USSA Property, (b) USSA shall not have any liability or obligation of any kind or nature under this Annexation Agreement except as and to the extent specified and agreed by USSA in a partial assignment from the Petitioner of the Annexation Agreement (the "Assignment"), and (c) USSA shall not have any obligation under the Assignment until the terms and conditions thereof shall have been agreed to by Intermountain Healthcare, the Petitioner and USSA.

UNITED STATES SKI AND SNOWBOARD ASSOCIATION, a Utah nonprofit organization

By: _____
Name: _____
Title: _____

DATED this ___ day of _____, 2006

Exhibits:

- A) Findings and Conditions
- B) Annexation Plat
- C) Legal Descriptions
- D) Copy of MPD Application
- E) Road Design Plans
- F) Form, Terms and Amount of Financial Guarantee

ACKNOWLEDGEMENT AND CONSENT TO AGREEMENT

By the execution hereof and as of the ___ day of _____, 2006, the undersigned, hereby acknowledges and consents to the terms of this Annexation Agreement, with the understanding and agreement of the City, USSA and the Petitioner that (a) Intermountain Healthcare shall have the right to review and approve, in advance, any matters which affect any part or all of the Intermountain Healthcare Property and any adjacent property to be owned, used and/or developed by the undersigned, (b) Intermountain Healthcare shall not have any liability or obligation of any kind or nature under this Annexation Agreement except as and to the extent specified and agreed by Intermountain Healthcare in a partial assignment from the Petitioner of the Annexation Agreement (the "Assignment"), and (c) Intermountain Healthcare shall not have any obligation under the Assignment until the terms and conditions thereof shall have been agreed to by Intermountain Healthcare, the Petitioner and USSA.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: _____
Name: _____
Title: _____

DATED this ___ day of _____, 2006

ACKNOWLEDGEMENT, CONSENT AND JOINDER TO AGREEMENT

By the execution hereof and as of the ___ day of _____, 2006, the undersigned, hereby acknowledges, consents to and joins in the terms of this Annexation Agreement, with the understanding and agreement of the City, USSA and the Petitioner that (a) USSA shall have the right to review and approve, in advance, any matters which affect any part or all of the USSA Property, (b) USSA shall not have any liability or obligation of any kind or nature under this Annexation Agreement except as and to the extent specified and agreed by USSA in a partial assignment from the Petitioner of the Annexation Agreement (the "Assignment"), and (c) USSA shall not have any obligation under the Assignment until the terms and conditions thereof shall have been agreed to by Intermountain Healthcare, the Petitioner and USSA.

UNITED STATES SKI AND SNOWBOARD ASSOCIATION, a Utah nonprofit organization

By: William C. Maxwell
Name: William C. Maxwell
Title: President CEO

DATED this 22 day of November, 2006

Exhibits:

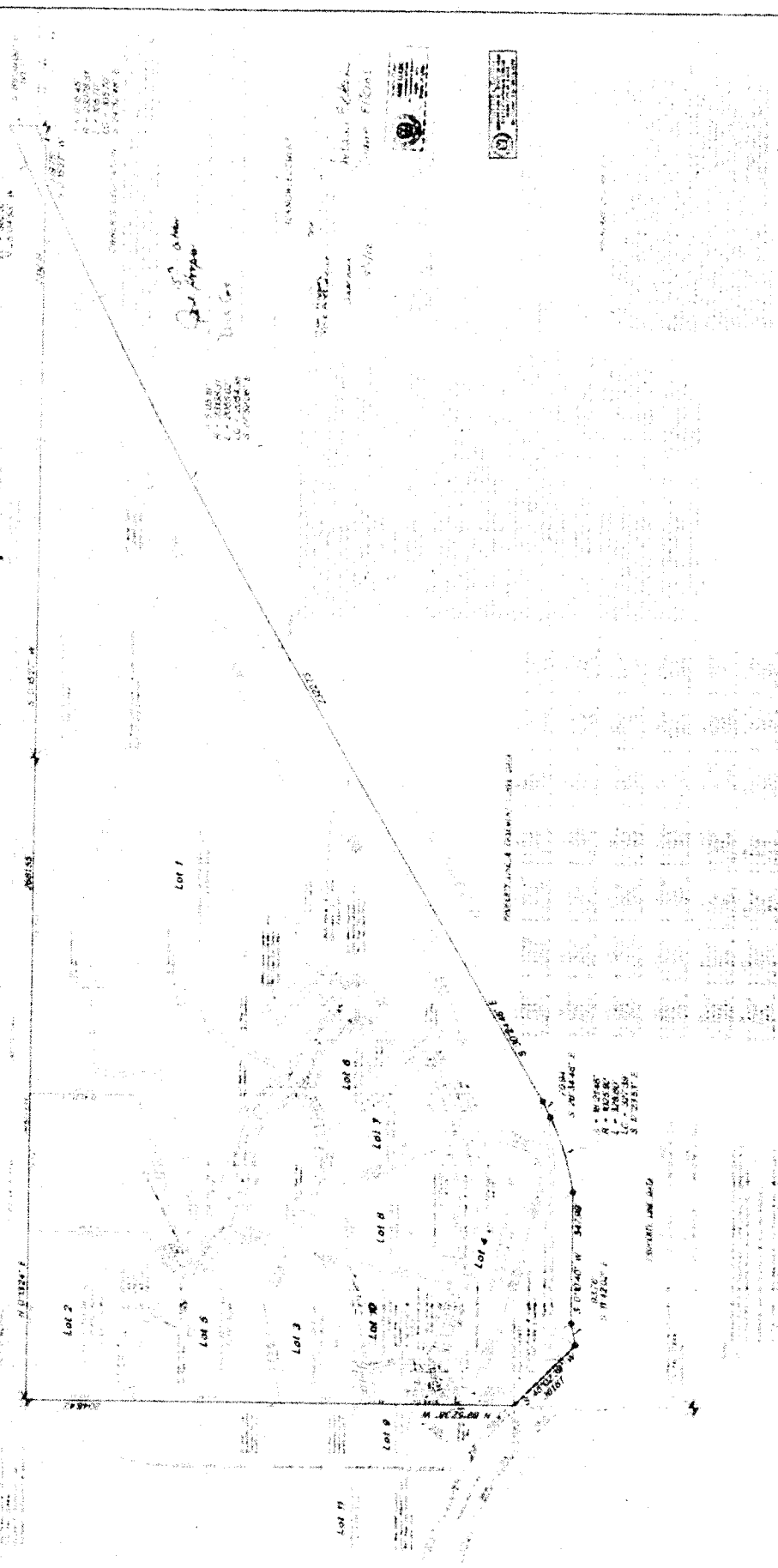
- A) Findings and Conditions
- B) Annexation Plat
- C) Legal Descriptions
- D) Copy of MPD Application
- E) Road Design Plans
- F) Form, Terms and Amount of Financial Guarantee

Exhibit A
(Findings and Conditions)

See Recorded Document
for Exhibits.

**Subdivision Plat (Second Amended) for the
Intermountain Healthcare Park City Medical Campus
USSA Headquarters and Training Facility**

A part of the West 1/2 of Section 35, T1S, R4E,
Salt Lake Base & Meridian, U.S. Survey
Park City, Summit County, Utah



LEGAL DESCRIPTION
 THE FOLLOWING IS A LEGAL DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY:
 BEING THE WEST ONE HALF OF SECTION 35, T1S, R4E, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, PARK CITY, SUMMIT COUNTY, UTAH, AS SHOWN ON THE ATTACHED SUBDIVISION PLAT, SECOND AMENDED, DATED 11/15/17, AND AS SHOWN ON THE ATTACHED SURVEY MAP, DATED 11/15/17.

APPROVED:
 [Signature]
 [Signature]

RECORDED:
 [Signature]
 [Signature]

NOTARY PUBLIC:
 [Signature]
 [Signature]



May 23, 2007

IHC Hospitals, Inc

Sent by email

NOTICE OF PLANNING COMMISSION ACTION

<u>Project Name</u>	IHC MPD
<u>Project Description</u>	Master Planned Development
<u>Date of Meeting</u>	May 23, 2007

Action Taken By Planning Commission: The Planning Commission APPROVED the proposed Master Planned Development based on the following:

Findings of Fact:

1. The Intermountain Healthcare Master Planned Development is located on Lots 1 and 2 of the Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility and includes 132.2 acres. The amended Subdivision Plat currently proposes lot area of 107.5 acres for the two lots.
2. The Annexation Agreement and proposed Master Planned Development for IHC includes a Intermountain Healthcare Hospital of 300,000 square feet (180 Unit Equivalents) and Support Medical Office space of 150,000 square feet (150 Unit Equivalents).
3. The City agreed that up to 50,000 square feet of the total Support Medical Office area may be developed within, and in addition to, the 300,000 square foot hospital. The City also agreed that up to 50,000 square feet may be utilized for public/quasi-public and other institutional uses reasonably related to the Support Medical Office area.
4. The property is located in the Community Transition (CT) zoning district.
5. The MPD is being processed concurrent with a Conditional Use Permit. No additional conditional use permits are required prior to issuance of building permits for the proposed uses. A change of use, from that described by this application may require a separate conditional use permit.
6. This property is subject to the IHC/USSA/Burbidge Annexation plat approved by the Park City Council on December 7, 2006, with an effective date of January 1, 2007. An Annexation Agreement for this property was recorded on January 23, 2007.
7. The Annexation Agreement sets forth maximum building floor areas, development location, and conditions related to developer-provided amenities on the various lots of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and

- Training Facility amended subdivision plat, such as roads, utilities, and trails.
8. A final subdivision plat known as the Subdivision Plat (Amended) for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility is currently being reviewed by the Planning Commission and City Council. The Master Planned Development and Conditional Use Permit were submitted for concurrent review and approval.
 9. The maximum Building Height in the CT District is 28 feet (33 feet with a pitched roof).
 10. The main entry/clerestory is proposed at 15'-4" over the zone height with a chimney at 19'-9" over height. No floor area is increased by these architectural elements. A lobby clerestory (+10'-3") and pitched mechanical screening roof (+16'-7") also are not adding floor area. The two wings that house inpatient care and medical offices are 12'-9" and 10'-3", respectively, over zone height at the highest point.
 11. Additional building height, as reviewed by the Planning Commission on May 23, 2007, complies with the criteria for additional building height per LMC Section 15-6-5 (F).
 12. The Planning Commission reviewed a visual analysis and discussed the additional building height and finds the proposed building is in compliance with the LMC criteria in Chapter 6 regarding additional height that can be granted for a Master Planned Development, specifically, the façade shifts and building articulation, materials, and details create architectural interest and break the building into areas of varying height and mass. Landscaping and setbacks provide mitigation of visual impacts from adjacent properties.
 13. The CT zoning district requires a minimum of 60% of the parking for an MPD to be provided in a structured or tiered parking configuration. A parking structure is proposed in the rear of the hospital and the applicant is requesting a phased approach for compliance at full build-out. The initial phase is for 92 structured spaces and 327 surface spaces (419 total). The 92 structured is only 22 percent of the total in the first phase. The Planning Commission discussed the phase request at the March 28 meeting and found the phasing plan acceptable.
 14. The setbacks within the CT zone are twenty five feet (25') in the front, rear, and sides. The building complies with these setback requirements.
 15. The amended subdivision plat must be approved prior to full building permit. Excavation and footings and foundation may proceed prior to approval of the amended subdivision plat.
 16. Trails and linkages to trails shown on the City's Master Trail Plan shall be constructed in accordance with the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility amended plat and conditions of the Annexation Agreement.
 17. A redundant water system is necessary for the health, safety and welfare of the development.
 18. A signalized intersection with location and associated improvements to State Route 248 approved by the Utah Department of Transportation will be finalized with the amended subdivision plat. Other traffic mitigation measures and costs associated with those measures must be approved by agreement between parties in accordance with the annexation agreement.
 19. The **Analysis** section of this staff report is incorporated herein.

Conclusions of Law:

1. The MPD, as conditioned, complies with all the requirements of the Land Management Code.
2. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 of this Code.
3. The MPD, as conditioned, is consistent with the Park City General Plan.
4. The MPD, as conditioned, provides the highest value of open space, as determined by the Planning Commission.
5. The MPD, as conditioned, strengthens and enhances the resort character of Park City.
6. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible.
7. The MPD, as conditioned, is Compatible in Use, scale and mass with adjacent Properties, and promotes neighborhood Compatibility.
8. The MPD provides amenities to the community so that there is no net loss of community amenities.
9. The MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
10. The MPD, as conditioned, meets the provisions of the Sensitive Lands provisions of the Land Management Code. The project has been designed to place Development on the most Developable Land and least visually obtrusive portions of the Site.
11. The MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections.
12. The MPD has been noticed and public hearing held in accordance with this Code.

Conditions of Approval:

1. All standard conditions of approval apply to this MPD.
2. All applicable conditions of approval of the IHC/USSA Annexation shall apply to this MPD.
3. All applicable conditions of approval of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility amended subdivision plat shall apply.
4. A final water efficient landscape and irrigation plan that indicates snow storage areas is required prior to building permit issuance.
5. All exterior lights must conform to the City lighting ordinance and shall be in substantial conformance with the plans reviewed by the Commission on May 23, 2007. Parking lot lighting shall be on a timing system to allow for minimal lighting when the facility is not open. The timing system and building security lighting shall be approved by staff prior to issuance of a certificate of occupancy.
6. All exterior signs require a separate sign permit. Application for a sign permit shall be made to the Planning Department prior to installation of any temporary or permanent signs.
7. Exterior building materials and colors and final design details must be in substantial compliance with the elevations, color and material details exhibits and photos reviewed by the Planning Commission on May 23, 2007.
8. The final building plans, parking lot details and landscaping, and construction details

for the project shall meet substantial compliance with the drawings reviewed by the Planning Commission on May 23, 2007.

9. Utility and grading plans, including all public improvements and trails, must be approved by the City Engineer prior to Building Permit issuance. A guarantee for all public improvements, including trails and required landscaping, is required prior to recordation of the final subdivision plat.
10. The Construction Mitigation Plan must be approved by staff as a condition precedent to issuance of any building permits. The Plan shall be consistent with the plan reviewed by the Planning Commission on May 23, 2007.
11. A storm water run-off and drainage plan shall be submitted with the building plans and approved prior to issuance of any building permits, to mitigate impacts on adjacent wetlands. The plan shall follow Park City's Storm Water Management Plan and the project shall implement storm water Best Management Practices.
12. Approval of a fire protection plan for the building shall have been made by the Building Official prior to any full building permit being issued. The fire protection component of the plan shall ensure that Park City's ISO rating is not negatively affected by construction of the building.
13. A detailed review against the Uniform Building and Fire Codes in use at the time of building permit submittal is a condition precedent to issuance of full building permit.
14. The trail connections to the Park City Recreation Complex as required by the Annexation Agreement and conditions of approval of the final subdivision plat shall be constructed prior to issuance of a final certificate of occupancy for the building. The public dedication of the trails will occur with the amended subdivision concurrently being reviewed by the City. Construction and paving of the trail between IHC and the Recreation Complex will occur with the first phase of hospital construction. The second phase trail will be constructed with the resolution of the development potential (construction or Open space/trails) of the adjacent PRI property to the north.
15. IHC will pay \$16,000 per ERU to the City for water within 10 business days of this MPD approval in accordance with Section 8 of the Annexation Agreement. In addition, IHC will contribute \$800,000 for development of a second, redundant, source of water as provided in the amended water agreement pursuant to Section 8 of the Annexation Agreement.
16. IHC will bear the cost of traffic mitigation measures as provided in the Annexation Agreement in an amount to be agreed prior to the approval of the amended subdivision plat.
17. The following items are agreed to by the applicant as mitigation for the loss of the use of a planned ballfield at the Park City Recreation Complex:
 - IHC will pay Park City Municipal Corporation \$50,000 to compensate the city for actual costs the city incurred to prepare the ground for the future ball field.
 - IHC will pay Park City Municipal Corporation the actual costs incurred by the city for a way finding sign at the junction of Round Valley Drive and the road leading to the recreation complex and the National Ability Center (F. Gillmor Drive).

- IHC will pay for and construct an 8' wide paved trail connection on the recreation complex property. This trail connection will connect: the paved trail at the southwest corner of the recreation complex with the paved trail to be built by Intermountain on our property, adjacent to both USSA and the hospital.
- IHC will enter into a shared parking agreement with Park City. The hospital will share up to 300 parking spaces at full build-out on weekends for park and ride lots for city events. IHC and the City will work together to establish a Parking Management and Phasing Plan to manage the use of these 300 spaces and establish a phasing plan for use of fewer spaces prior to full build-out. Intermountain would have the ability to reduce this number through the Management Plan or if both parties agree in writing based on lack of availability through normal use or ultimate build out of the Medical Campus. The Plan would include anticipated use schedule to allow notification of employees when certain lots would not be available for employee use on weekends.
- IHC will replace the storm water detention basin that will be removed through the construction of the road.
- IHC will construct a temporary, paved driveway from SR 248 to existing Gillmor Drive, as it runs east to west at the southwest corner of the recreation parcel, just south of the proposed signalized intersection. This will facilitate temporary access for the NAC and recreation complex while the road improvements and infrastructure are being built. Exact location and design are subject to UDOT and Park City approvals.
- It is likely that due to the new road alignment, the City will have to modify the Recreation Subdivision to locate the new Round Valley Drive road within a platted right-of-way. Should this be necessary, the City will coordinate necessary drawings and approvals, but Intermountain will be responsible for the cost of all necessary submittal documents and plats. The amended subdivision, if necessary, would be required prior to issuance of full permits for either USSA or the Hospital.
- IHC will design and construct 30 trailhead parking spaces to the reasonable satisfaction of the City Engineer on the Park City Recreation Complex. The exact location will be determined by Park City, but will be in the general vicinity of the approved plan, adjacent to the new road.

Sincerely,

Brooks T. Robinson
Principal Planner



October 28, 2014

Morgan Busch
 36 South State Street, 8th Floor
 Salt Lake City, UT 84111

Tanya Davis
 VCBO Architecture
 524 South 600 East
 Salt Lake City, UT 84102

NOTICE OF PLANNING COMMISSION ACTION

<u>Application #</u>	PL-13-01932
<u>Address</u>	900 Round Valley Drive
<u>Description</u>	IHC Master Planned Development amendment
<u>Action Taken</u>	Approved with conditions
<u>Date of Action</u>	October 8, 2014

On October 8, 2014, the Park City Planning Commission called a meeting to order, a quorum was established, a public meeting was held, and the Planning Commission approved your application based on the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact:

1. The Intermountain Healthcare Master Planned Development is located on Lots 1, 2, 6, 7, 8, and 10 of the Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility and includes 127 acres. Lot 2 (8.492 acres) is dedicated as open space.
2. The Annexation Agreement and proposed Master Planned Development for IHC includes an Intermountain Healthcare Hospital of 300,000 square feet (180 Unit Equivalents) and Support Medical Office space of 150,000 square feet (150 Unit Equivalents).
3. The City agreed that up to 50,000 square feet of the total Support Medical Office area may be developed within, and in addition to, the 300,000 square foot hospital. The City also agreed that up to 50,000 square feet may be utilized for public/quasi-public and other institutional uses reasonably related to the Support Medical Office area.
4. The applicant requests that the 50,000 square feet of Support Medical Office uses

identified for Lots 6 and 8 be incorporated within the Medical Center building on Lot 1.

5. The applicant requests that a revised phasing plan be approved for the amended MPD. The amended phasing plan includes phasing of uses (Hospital Uses and Support Medical Office uses, parking, and affordable housing). The amended phasing plan was reviewed by the Planning Commission on October 8, 2014.
6. The property is located in the Community Transition (CT) zoning district.
6. The MPD is being processed concurrent with a Conditional Use Permit for the Second Phase of construction.
7. This property is subject to the IHC/USSA/Burbidge Annexation plat approved by the Park City Council on December 7, 2006, with an effective date of January 1, 2007. An Annexation Agreement for this property was recorded on January 23, 2007.
8. The Annexation Agreement is the Development Agreement for the MPD and sets forth maximum building floor areas, development location, and conditions related to developer-provided amenities on the various lots of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility amended subdivision plat, such as roads, utilities, and trails.
9. A final subdivision plat known as the Subdivision Plat (Amended) for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility was approved and recorded at Summit County on November 25, 2008.
10. The Master Planned Development and Conditional Use Permit for Phase Two were submitted for concurrent review and approval.
11. The maximum Building Height in the CT District is 28 feet (33 feet with a pitched roof).
12. Additional Building Height is requested as part of this MPD amendment to allow the same height exceptions as were previously approved with the original MPD for Phase 2 construction. The main entry/clerestory is proposed at 15'-4" over the zone height with a chimney at 19'-9" over height. No floor area is increased by these architectural elements. A lobby clerestory (+10'-3") and pitched mechanical screening roof (+16'-7") also are not adding floor area. The two wings that house inpatient care and medical offices are 12'-9" and 10'-3", respectively, over zone height at the highest point. The building could meet zone height if spread out further on the site. Because of the need in a hospital for exceptional mechanical systems, particularly air handling, the floor to floor height is 14 feet, as compared to a usual 9-10 feet floor to floor construction in residential and commercial construction. Phase 2 heights are similar to those granted with the original MPD.
13. Additional building height, as reviewed by the Planning Commission on August 27, 2014 and October 8, 2014, complies with the criteria for additional building height per LMC Section 15-6-5 (F).
14. The proposed Phase 2 addition is in compliance with the LMC criteria in Chapter 6 regarding additional height that can be granted for a Master Planned Development, specifically, the façade shifts and building articulation, materials, and details create architectural interest and break the building into areas of varying height and mass. Landscaping and setbacks provide mitigation of visual impacts from adjacent properties.
15. The CT zoning district requires a minimum of 60% of the parking for an MPD to be

provided in a structured or tiered parking configuration. A parking structure is proposed in the rear of the hospital and the applicant is requesting the phased approach for compliance at full build-out continue to apply to this MPD amendment. The initial phase is for 92 structured spaces and 327 surface spaces (419 total). The 92 structured is only 22 percent of the total in the first phase. Following the second phase there would be 304 structured or screened spaces (35.2%) and 863 total spaces. Following the third phase there would be 460 (45%) structured or screened spaces and 1019 total spaces. At final build-out the phasing calls for 855 (60.5 %) structured or screened spaces and a total of 1,414 spaces. The Planning Commission discussed the phase request at the October 8, 2014 meeting. The MPD amendment changes the phasing of the final structured parking due to construction phasing of the of the hospital uses to the final phases.

16. The setbacks within the CT zone are twenty five feet (25') in the front, rear, and sides. The building complies with these setback requirements.
17. Construction is subject to plat notes and all conditions of approval of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility amended subdivision plat recorded at Summit County on November 25, 2008 regarding trails, access, and utility easements and
18. Trails and linkages to trails shown on the City's Master Trail Plan shall be maintained in accordance with the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility amended plat and conditions of the Annexation Agreement.
19. A redundant water system is necessary for the health, safety and welfare of the development. IHC paid \$16,000 per ERU to the City for water within 10 business days of the original MPD approval in accordance with Section 8 of the Annexation Agreement. In addition, IHC contributed \$800,000 for development of a second, redundant, source of water as provided in the amended water agreement pursuant to Section 8 of the Annexation Agreement.
20. A signalized intersection with location and associated improvements to State Route 248 approved by the Utah Department of Transportation was finalized with the amended subdivision plat. Other traffic mitigation measures and costs associated with those measures were approved by agreement between parties in accordance with the annexation agreement and have been completed.
21. As part of the initial IHC MPD the following items were agreed to by the applicant as mitigation for the loss of the use of a planned ball field at the Park City Recreation Complex for the access road. These items have been satisfied by the applicant:
 - a. IHC was required to pay Park City Municipal Corporation \$50,000 to compensate the city for actual costs the city incurred to prepare the ground for the future ball field.
 - b. IHC was required to pay Park City Municipal Corporation the actual costs incurred by the city for a way finding sign at the junction of Round Valley Drive and the road leading to the recreation complex and the National Ability Center (F. Gillmor Drive).
 - c. IHC was required to pay for and construct an 8' wide paved trail connection on the recreation complex property. This trail connection will

connect: the paved trail at the south west corner of the recreation complex with the paved trail to be built by Intermountain on our property, adjacent to both USSA and the hospital

- d. IHC was required to enter into a shared parking agreement with Park City. The hospital will share up to 300 parking spaces at full build-out on weekends for park and ride lots for city events. IHC and the City will work together to establish a Parking Management and Phasing Plan to manage the use of these 300 spaces and establish a phasing plan for use of fewer spaces prior to full build-out. Intermountain would have the ability to reduce this number through the Management Plan or if both parties agree in writing based on lack of availability through normal use or ultimate build out of the Medical Campus. The Plan would include anticipate use schedule to allow notification of employees when certain lots would not be available for employee use on weekends. (This plan needs to be formalized).
- e. IHC will replace the storm water detention basin that will be removed through the construction of the road.
- f. IHC will construct a temporary, paved driveway from SR 248 to existing Gillmor Drive, as it runs east to west at the south west corner of the recreation parcel, just south of the proposed signalized intersection. This will facilitate temporary access for the NAC and recreation complex while the road improvements and infrastructure are being built. Exact location and design are subject to UDOT and Park City approvals.
- g. It is likely that due to the new road alignment, the City will have to modify the Recreation Subdivision to locate the new Round Valley Drive road within a platted right-of-way. Should this be necessary, the City will coordinate necessary drawings and approvals, but Intermountain will be responsible for the cost of all necessary submittal documents and plats. The amended subdivision, if necessary, would be required prior to issuance of full permits for either USSA or the Hospital.
- h. IHC will design and construct 30 trailhead parking spaces to the reasonable satisfaction of the City Engineer on the Park City Recreation Complex. The exact location will be determined by Park City, but will be in the general vicinity of the approved plan, adjacent to the new road.

22. The **Analysis** section of this staff report is incorporated herein.

Conclusions of Law:

- 1. The MPD amendment, as conditioned, complies with all the requirements of the Land Management Code.
- 2. The MPD amendment, as conditioned, meets the minimum requirements of Section 15-6-5 of the LMC Code.

3. The MPD amendment, as conditioned, is consistent with the Park City General Plan.
4. The MPD amendment, as conditioned, provides the highest value of open space, as determined by the Planning Commission.
5. The MPD amendment, as conditioned, strengthens and enhances the resort character of Park City.
6. The MPD amendment, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible.
7. The MPD amendment, as conditioned, is Compatible in Use, scale and mass with adjacent Properties, and promotes neighborhood Compatibility.
8. The MPD amendment provides amenities to the community so that there is no net loss of community amenities.
9. The MPD amendment, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
10. The MPD amendment, as conditioned, meets the provisions of the Sensitive Lands provisions of the Land Management Code. The project has been designed to place Development on the most Developable Land and least visually obtrusive portions of the Site.
11. The MPD amendment, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections.
12. The MPD amendment has been noticed and public hearing held in accordance with this Code.

Conditions of Approval:

1. All standard conditions of approval apply to this MPD amendment.
2. All applicable conditions of approval of the IHC/USSA Annexation Agreement shall apply to this MPD amendment.
3. All applicable conditions of approval of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility amended subdivision plat shall apply.
4. A final water efficient landscape and irrigation plan that indicates snow storage areas is required prior to building permit issuance for all construction phases subject to the MPD amendment.
5. Where landscaping does occur, it should consist primarily of appropriate drought tolerant species. Lawn or turf will be limited to a maximum of fifty percent (50%) of the Area not covered by Buildings and other hard surfaces and no more than seventy-five percent (75%) of the above Area may be irrigated. Landscape and Streetscape will use native rock and boulders. Plantings will not be mulched with rock. Lighting must meet the requirements of LMC Chapter 15-5, Architectural Review.
6. All exterior lights must conform to the City lighting ordinance and shall be submitted for review and approval with Building Permit plans for construction subject to this MPD amendment. Parking lot lighting shall be on a timing system to allow for minimal lighting when the facility is not open. The timing system and building security lighting shall be indicated on the Building Permit plans and inspected and approved by staff prior to issuance of a certificate of occupancy.
7. All exterior signs require a separate sign permit. Application for a sign permit shall

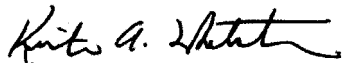
- be made to the Planning Department prior to installation of any temporary or permanent signs.
8. Exterior building materials and colors and final design details must be in substantial compliance with the elevations, color and material details exhibits and photos reviewed by the Planning Commission on October 8, 2014, match and/or complement the existing building, and shall be approved by staff prior to building permit issuance.
 9. The final building plans, parking lot details and landscaping, and construction details for the project shall meet substantial compliance with the drawings reviewed by the Planning Commission on October 8, 2014. The Planning Department shall review and approve the final Landscape Plan.
 10. Utility and grading plans, including all public improvements, must be approved by the City Engineer prior to Building Permit issuance. A guarantee for all public improvements, to be determined by the City Engineer, is required prior to issuance of a full building permit.
 11. A Construction Mitigation Plan must be approved by staff as a condition precedent to issuance of any building permits.
 12. A storm water run-off and drainage plan shall be submitted with the building plans and approved by the City Engineer prior to issuance of any building permits, to mitigate impacts on adjacent property. The plan shall follow Park City's Storm Water Management Plan and the project shall implement storm water Best Management Practices.
 13. Approval of a fire protection plan for the building shall have been made by the Building Official prior to any full building permit being issued. The fire protection component of the plan shall ensure that Park City's ISO rating is not negatively affected by construction of the building.
 14. A detailed review against the Uniform Building and Fire Codes in use at the time of building permit submittal is a condition precedent to issuance of full building permit.
 15. Trail access shall be maintained to the greatest extent possible during construction of future phases of the MPD. Any damage to existing paved trails shall be repaired prior to issuance of a certificate of occupancy for each phase of development.
 16. Prior to issuance of a building permit for any future phases of construction, the applicant and Staff shall verify that all items agreed to by the applicant listed in Findings of Fact # 21, as mitigation for the loss of the use of a planned ball field at the Park City Recreation Complex, have been completed.
 17. One year after issuance of a certificate of occupancy for the next phase of construction the Applicant shall conduct and present to the Planning Commission, a parking study of the Medical Center site (parking utilization for various uses, parking utilization of various lots, use of alternative modes of transportation, etc.). The study shall include professional recommendations addressing the potential impact of reduced parking ratios for in future phases and a comprehensive program to increase utilization of any underutilized parking areas.
 18. A Development Agreement specifically for the IHC Master Planned Development, as amended, shall be ratified by the Planning Commission prior to issuance of a building permit for the next phase of development. The Agreement shall reiterate all applicable requirements of the Annexation Agreement, as well as zoning requirements related to findings, conclusions, and conditions of approval of the

MPD. The Development Agreement shall include the revised phasing plan for all future construction and uses, parking, affordable housing, landscaping, and public improvements. The Development Agreement shall include an express reservation of the future legislative power and zoning authority of the City, a copy of the approved MPD plans and any other plans that are a part of the Planning Commission approval, a description of all Developer exactions or agreed upon public dedications, an agreement to pay all specified impact fees; a description of the form of ownership anticipated for the project; and a list and map of all known Physical Mine Hazards on the property.

19. The applicant agrees to return to the Planning Commission, within six months of this approval, with a revised affordable housing phasing plan to address options for the location of the remaining approximately 23.3 AUEs (Affordable Unit Equivalents).

If you have questions regarding your project or the action taken please don't hesitate to contact me at (435) 615-5066 or kirsten@parkcity.org.

Sincerely,



Kirsten Whetstone
Senior Planner

Park City Planning Department, PO Box 1480, Park City, UT 84060



February 2, 2016

Morgan Busch
36 South State Street, 8th Floor
Salt Lake City, UT 84111

NOTICE OF PLANNING COMMISSION ACTION

<u>Application #</u>	PL-15-02999
<u>Address</u>	700 and 900 Round Valley Drive
<u>Description</u>	Second Amended IHC Master Planned Development Application for the following amendments:

1. Affordable Housing and locating Peace House on Lot 8.
2. Subdivision of Lot 8 into two lots.
3. Administrative adjustments to conditions of approval from First Amended IHC Master Planned Development of October 8, 2014. Requirement of a Development Agreement to memorialize MPD Amendments.

<u>Date of Action</u>	January 13, 2016
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On January 13, 2016, the Park City Planning Commission called a meeting to order, a quorum was established, a public hearing was held, and the Planning Commission discussed and approved your application based on the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. On November 10, 2015, the City received a complete application for an MPD Amendment for the Intermountain Healthcare Master Planned Development (IHC MPD).
2. The proposed MPD Amendment includes the following items:
 - Allow the Peace House facility to be located on Lot 8 of the IHC/USSA subdivision plat to fulfill a portion of the remaining affordable housing obligation for the IHC MPD. A Conditional Use Permit (CUP) is required prior to building permit issuance. A CUP application was submitted for concurrent review with the MPD Amendment application.
 - Allow Lot 8 to be subdivided into two lots with the eastern 3.6 acres proposed to be leased to the Peace House as Lot 8 and the western 6.334 acres to become a new Lot 12 retained by the Intermountain Healthcare with no density assigned to it. A plat amendment application is required and has not yet been submitted.
 - Add 50 Unit Equivalents (UE) of density as 50,000 square feet of support medical offices/clinics to the overall IHC MPD to be located on Lot 1. **(Note- this item**

was continued for further analysis and discussion with Staff recommendation to bring it back to the Planning Commission later in 2016.)

- Make administrative corrections to conditions #16 and #17 of the October 8, 2014, approval of the First Amended IHC MPD.
 - Include a condition of approval requiring recordation of a Development Agreement to cover all items of the original MPD as well as the First and Second Amendments.
3. The IHC MPD was approved by the Planning Commission on May 23, 2007.
 4. A First Amended IHC MPD was approved by the Planning Commission on October 8, 2014, transferring assigned medical support density from Lots 6 and 8 to Lot 1, along with other amendments related to Phase 2 of the Medical Center construction.
 5. The IHC MPD consists of Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, and 11 of the Second Amended Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility Subdivision (IHC/USSA Subdivision) approved and recorded at Summit County on November 25, 2008.
 6. The property is generally located on Round Valley Drive west of US 40 and east of Round Valley in the Quinn's Junction neighborhood of Park City.
 7. The approved IHC MPD includes an Intermountain Healthcare Hospital of 300,000 square feet (180 Unit Equivalents) located on Lot 1 and Support Medical Office space of 150,000 square feet (150 Unit Equivalents) located on Lots 1, 7, and 10.
 8. Lot 2 of the IHC/USSA Subdivision plat is dedicated as open space.
 9. Lot 3 is not part of the IHC MPD and is the location of the USSA Headquarters and Training Center MPD.
 10. Lot 4 was the original location of 28 affordable, deed restricted townhouse units incorporated into the Park City Heights neighborhood during the Park City Heights MPD approval. Lot 4 currently has no designated density and is an open space lot.
 11. Lot 5 was dedicated and transferred to the City for future recreation uses.
 12. The density initially designated for Lot 6 was transferred to Lot 1 with the First Amendment to the MPD.
 13. Lot 7 contains the 25,000 sf medical support office density and is also known as Physician Holdings or MOB (Medical Office Building).
 14. The density initially designated for Lot 8 was transferred to Lot 1 with the First Amendment to the MPD.
 15. Lot 9 contains a small Questar gas regulating facility.
 16. Lot 10 is the location of the Summit County Health Department and People's Health Clinic utilizing 25,000 sf of support medical office density. Summit County has a ground lease from IHC on this lot.
 17. Lot 11 is the one acre lot around Lot 9, owned by IHC and not designated as to use or density.
 18. This MPD amendment is being processed concurrent with a Conditional Use Permit application submitted for the Peace House proposed to be located on the eastern portion of Lot 8 with a ground lease to the property from IHC.
 19. The Peace House includes approximately 25,964 sf of emergency shelter and transitional housing, 8,622 square feet of shelter and housing support uses related to the Peace House mission, 2,096 square feet of circulation and back of house uses (mechanical, storage, etc.), and 4,096 square feet. The proposed building also includes a 4,096 square foot parking structure for a gross building size of

- approximately 41,000 square feet.
20. On June 4, 2015 the Park City Housing Authority approved an amended Housing Mitigation Plan outlining the affordable housing strategy for the IHC MPD and approved the Peace House as part of that strategy.
 21. The June 4, 2015 Housing Authority approval included a condition of approval that future density increases for the IHC Medical Campus at Park City Medical Center will be reduced by 10 AUEs or 8,000 square feet to address the issue that a portion of the Peace House facility is provided as satisfaction of an affordable housing obligation for the Tanger Outlet expansion through the Summit County approvals.
 22. The June 4, 2015 Housing Authority approval also included a condition that if the Peace House ceases operation of their program on Lot 8 prior to 50 years from the date of signing the amended Housing Mitigation Plan agreement, IHC will owe the City 12.5 AUEs.
 23. The Park City Housing Authority is the decision making body responsible for approving any amendments to the IHC MPD Affordable Housing Mitigation Plan and for determining the number of AUEs the Peace House facility will count for. A final Housing Mitigation Plan will be reviewed by the Park City Housing Authority based on uses, residential units, and square footages of the final approved Peace House CUP.
 24. The IHC MPD is subject to the IHC/USSA/Burbidge Annexation plat approved by the Park City Council on December 7, 2006, with an effective date of January 1, 2007.
 25. A plat amendment application is required to be submitted for review by the Planning Commission with final action by the City Council in order to subdivide Lot 8.
 26. An Annexation Agreement for this property was recorded on January 23, 2007.
 27. The Annexation Agreement is currently the Development Agreement for the MPD and sets forth maximum building floor areas, development location, and conditions related to developer-provided amenities on the various lots of the IHC/USSA subdivision plat, such as roads, utilities, and trails.
 28. The property is located in the Community Transition (CT) Zone.
 29. The maximum Building Height in the CT Zone is 28 feet (33 feet with a pitched roof). The IHC MPD provided height exceptions for the Park City Medical Center on Lot 1. The remaining lots are subject to the CT Zone Height. No changes to MPD approved heights are proposed.
 30. The proposed Peace House building on Lot 8 complies with the maximum Building Height of the CT Zone.
 31. The setbacks within the CT Zone are twenty five feet (25') in the front, rear, and sides. The proposed Peace House building complies with these setback requirements.
 32. There is no minimum lot size in the CT Zone.
 33. The base density in the CT Zone is 1 unit per 20 acres. Maximum density allowed in the CT Zone for non-residential projects is 3 units per acre provided that all Density bonus requirements set forth in LMC Section 15-2.23 A are met and the additional standards are incorporated into the Master Planned Development. This MPD Amendment does not change the allocated density within the IHC MPD.
 34. Eighty percent (80%) open space is required for approved density and this MPD Amendment does not change the total open space within the MPD. With construction of the Peace House facility the open space for the entire annexation

- area will be at approximately 85%.
35. Trails and linkages to trails as shown on the approved IHC MPD comply with the City's Master Trail Plan. No changes to the trails or linkages are proposed with this MPD Amendment.
 36. A pre-MPD application for these MPD Amendments was submitted on September 14, 2014 and reviewed by the Planning Commission on April 8th, August 26th, October 28th, and Nov 11th, 2015. The Planning Commission conducted public hearings on these dates and made findings that the proposed MPD Amendments initially comply with the intent of the Park City General Plan and general purposes of the Community Transition (CT) Zoning District.
 37. Green Building requirements are part of the Annexation Agreement and continue to apply to the Peace House CUP.
 38. Administrative corrections to conditions #16 and #17, of the October 8, 2014 approval of the First Amended IHC MPD, are included as part of these MPD amendments.
 39. Condition #16 was left over from the original MPD approval and states that prior to issuance of a building permit for future phases the applicant and Staff shall verify that all items agreed to by the applicant (as listed in Finding of Fact #21 of the original approval), as mitigation for the loss of the use of the planned ball field at the Park City Recreation Complex, have been completed. The applicant and Staff verified that these items have been satisfied and this Condition is not necessary and should not be included in the language of the Development Agreement.
 40. Condition #17 states that the applicant shall conduct and present to the Planning Commission a parking study of the Medical Center site as part of the October 8th Amendments. The Commission discussed the timing of the study and determined that the study was not needed with the Second Phase of construction but should be included with any applications for future construction of the Medical Center.
 41. A condition of approval requiring recordation of a Development Agreement to cover items of the original MPD as well as the First and Second Amendments is included as part of this amended MPD.
 42. The **Analysis** section of this staff report is incorporated herein.

Conclusions of Law:

1. The MPD amendment, as conditioned, complies with all the requirements of the Land Management Code.
2. The MPD amendment, as conditioned, meets the minimum requirements of Section 15-6-5 of the LMC Code.
3. The MPD amendment, as conditioned, is consistent with the Park City General Plan.
4. The MPD amendment, as conditioned, provides the highest value of open space, as determined by the Planning Commission.
5. The MPD amendment, as conditioned, strengthens and enhances the resort character of Park City.
6. The MPD amendment, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible.
7. The MPD amendment, as conditioned, is Compatible in Use, scale and mass with adjacent Properties, and promotes neighborhood Compatibility.
8. The MPD amendment provides amenities to the community so that there is no net

- loss of community amenities.
9. The MPD amendment, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
 10. The MPD amendment, as conditioned, meets the provisions of the Sensitive Lands provisions of the Land Management Code. The project has been designed to place Development on the most Developable Land and least visually obtrusive portions of the Site.
 11. The MPD amendment, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections.
 12. The MPD amendment has been noticed and public hearing held in accordance with this Code.

Conditions of Approval:

1. All applicable conditions of approval of the IHC/USSA Annexation Agreement shall apply to this MPD amendment.
2. All applicable conditions of approval of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Second Amended subdivision plat shall apply.
3. Construction of the Peace House facility on Lot 8 shall be subject to an approved Conditional Use Permit, as well as to all applicable conditions of approval of the MPD, as amended, the Annexation Agreement, and the Subdivision plat.
4. A Development Agreement specifically for the IHC Master Planned Development, as amended, shall be ratified by the Planning Commission within 6 months of final action on the MPD Amendment application.
5. The Development Agreement shall reiterate all applicable requirements of the Annexation Agreement, as well as zoning requirements related to findings, conclusions, and conditions of approval of the MPD, included the approved amendments.
6. The Development Agreement shall include an express reservation of the future legislative power and zoning authority of the City, a copy of the approved MPD plans and any other plans that are a part of the Planning Commission approval, a description of all Developer exactions or agreed upon public dedications, an agreement to pay all specified impact fees; a description of the form of ownership anticipated for the project; and a list and map of all known Physical Mine Hazards on the property.
7. All construction within the IHC MPD is subject to the plat notes and conditions of approval of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility amended subdivision plat recorded at Summit County on November 25, 2008, as well as conditions of approval of the IHC MPD, as amended, including amendments to Conditions #16 and #17 of the October 8, 2014 MPD Amendment approval, as described in #8 below.
8. Conditions #16 and #17 of the October 8, 2014 approval of the First Amended IHC MPD shall be amended, and reflected in the development agreement, as follows:
 - a) Condition #16 shall be deleted.
 - b) Condition #17 shall be amended to state the following: The applicant shall submit a parking study as part of an application for the next Medical Center expansion. The

study shall include qualified transportation professionals recommendations addressing the potential impact of reduced parking ratios in future phases and a comprehensive program to increase utilization of underutilized parking areas; along with impacts to street intersections out to and including SR-248.

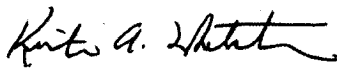
9. In order to create a separate lot of record for the Peace House, a plat amendment application would be required to be submitted to the City.

In addition, during the pre-MPD application discussions with the Planning Commission the issue of whether a Park City Fire District Fire Station was an appropriate use within the MPD was discussed. It was supported to be an appropriate use, with the issue of location and density allocation to be determined during future discussions of the request for 50 UE of additional density for the IHC-MPD.

In addition to the above conditions of approval, staff notes that all conditions of approval of the May 23, 2007 IHC-MPD approval, as well as all conditions of approval of the October 8, 2014, First Amended IHC-MPD approval, shall continue to apply as applicable.

If you have questions regarding your project or the action taken please don't hesitate to contact me at (435) 615-5066 or kirsten@parkcity.org. I will review the Planning Commission schedule and identify a meeting in early spring to continue discussions regarding additional density requested by IHC.

Sincerely,



Kirsten Whetstone, MS, AICP
Senior Planner

Park City Planning Department
PO Box 1480
Park City, UT 84060

**INTERMOUNTAIN HEALTH CARE
MEDICAL CAMPUS
AMENDED PHASING PLAN**

SEPTEMBER, 2014

Overall Plan Intermountain Healthcare's plans for the medical campus are to tie the development of the facilities to the demand for medical and hospital services as the population of Park City and Summit County grows over time. Therefore, the medical campus will be developed in phases.

The initial phase started construction in 2007.
Parts of the 1st addition were built between 2009 and 2014.
The 2nd addition was proposed to be built between 2014 and 2024
The full build out was anticipated to be completed after 2025.

Coordination of phasing with Park City Intermountain Healthcare has worked with the city on the timing of the additions. During the task force process the city indicated a strong desire to have input into the need and timing of the future phases.

When the local hospital board determined that a new project was needed due to the volumes at the hospital, the hospital requested a work session with the Planning Commission in 2013 to present the volume data and proposed scope of the additions and receive input from the Planning Commission. After receiving that input the local hospital board made recommendations to Intermountain Healthcare on the proposed project.

During a work session with the Planning Commission in August 2014, the Planning Commission requested that Intermountain update the phasing plan for the MPD so the parking and affordable housing components of the MPD are clear and the changes shown.

Original Phasing Plan - Initial Development

<i>Hospital</i> –	122,000 square foot building (13,000 square feet shelled)
<i>Medical Offices</i> -	18,000 square feet in hospital building
<i>Medical Support</i> -	One 25,000 square foot building (For community benefit) One 25,000 square foot building for medical offices, owned by physicians
<i>Parking</i> -	327 surface parking spaces 92 structured/screened parking spaces

The planning of the medical support buildings has not been completed at this time. Generally, medical office buildings have 3 parking spaces per 1,000 square feet

Trails - All trails dedeed
Trail paved to hospital

Affordable Housing - Units Required for Hospital 12.7
Units Required for Medical Offices 4.8

Units Provided 45.0

Units Required for Medical Offices owned by physicians as part of the Medical Support area of the campus. These units will be the responsibility of the owner of the building.

Original Phasing Plan - 1st Addition

Hospital - Complete 13,000 square feet of shelled space
Medical Offices -
Medical Support - One 25,000 square foot building for medical offices

Parking - 83 surface parking spaces

The planning of the medical support buildings has not been completed at this time. Generally, medical office buildings have 3 parking spaces per 1,000 square feet

Trails - No changes

Affordable Housing - Units Required for Hospital 2.9
Units Required for Medical Offices

Units Provided With the initial phase

Units Required for Medical Support
These units will be the responsibility of the owner of the building

Currently Built

Hospital - 135,458 square foot building
Medical Offices - 18,000 square feet in hospital building

Medical Support - One 24,424 square foot building (Summit County Public Health and People's Health Building)
One 24,730 square foot building for medical offices (Physicians Holdings Building)

Parking - 327 surface parking spaces at hospital
92 structured/screened parking spaces at hospital

172 spaces for medical support on campus

Trails -

All trails deeded
All trails paved

Affordable Housing -

Units Required for Hospital	20.2
Units Required for Intermountain Medical Support Space	4.8
Units Required for Physician Holdings	5.0
Units Required for Summit County (lease)	5.8 (Per ground lease)
Units Provided at Park City Heights	44.78

The units required for the Summit County building were part of the ground lease and assumed by Summit County. The units required by Physician Holdings are being incorporated into Park City Heights by Physician Holdings.

Changes from Original Phasing Plan

1. A third 25,000 square foot medical support building on Lot 6 has not been built
2. The 83 additional surface parking spaces at the hospital have not been built
3. The paving of the trail to the north edge of campus was moved from the full build out phase to 2012 to coincide with the city's paving of trail to Silver Summit

Original Phasing Plan - 2nd Addition

Hospital -

93,000 square foot addition to the building

Medical Offices -

32,000 square foot addition to the hospital building for medical offices

Medical Support -

None

Parking -

703 structured/screened parking spaces

Trails -

No changes

Affordable Housing -

Units Required for Hospital	15.6
Units Required for Medical Offices	8.7
Units Provided	13 additional UEs
Units Required for Medical Support	None

Current Proposed Medical Support Project

<i>Hospital –</i>	1,000 square foot addition to existing building
<i>Medical Offices -</i>	82,000 square feet addition to existing building
<i>Medical Support -</i>	None
<i>Parking -</i>	79 existing surface parking spaces behind the hospital to be screened by new building and new berm 133 new surface parking spaces to be built behind the new building and screened by new building and new berm 219 new surface parking added in front of hospital, minimal visual impact from entry corridor
<i>Trails -</i>	No changes to trail system
<i>Affordable Housing -</i>	Units Required for Hospital 20.4 Units Required for Intermountain Medical Support Space 23.3 Units Required for Physician Holdings 5.0 Units Required for Summit County 5.8 (Per ground lease) Units Provided at Park City Heights 44.78

The units required for the Summit County building were part of the ground lease and assumed by Summit County. The units required by Physician Holdings are being incorporated into Park City Heights by Physician Holdings.

Changes from Original Phasing Plan

1. The density for the 25,000 square foot medical support building on Lot 6 and the density for the 25,000 square foot medical support building on Lot 8 is proposed to be shifted to Lot 1 and attached to the hospital.
2. The timing of the 25,000 square foot medical support building on Lot 8 has been moved from the full build out addition to the present.
3. The timing of the larger hospital additions has been delayed to later in this phase.
4. The remaining surface parking in front of the hospital is included in this project. The surface parking behind the hospital will become screened by the project and the additional surface parking to be built behind the building will be screened. The percentage of existing structured and the screened surface parking will move the percentage of structure and screened parking at the hospital to 43%.
5. The timing of additional structured parking is delayed to coincide with the hospital addition.

Future Proposed Hospital Additions for this Phase

Timing - The best estimates by the hospital are that the next hospital additions will be built between 2019 and 2025.

Hospital - Up to 65,000 square feet to be added in one or two additions to existing building

Medical Offices - None

Medical Support - None

Parking - 51 existing screened surface parking spaces behind the hospital would be replaced by a new parking structure
156 stall new parking structure to be built behind the new building

Trails - No changes to trail system

Affordable Housing -

Units Required for Hospital	30.1
Units Required for Intermountain Medical Support Space	23.3
Units Required for Physician Holdings	5.0
Units Required for Summit County (lease)	5.8 (Per ground lease)
Units Provided at Park City Heights	44.78
New units to be provided by Intermountain	9.5

The new units to be provided by Intermountain could be part of an institutional affordable housing project located on Lot 8, such as Peace House or patient family housing (ie Ronald McDonald House). If an appropriate institutional affordable housing project is not found, then Intermountain will need to partner with another affordable housing project in the community to meet its requirement.

Changes from Original Phasing Plan

1. The scope of hospital additions associated with this phase is reduced from 93,000 square feet to 65,000 square feet.
2. The structured parking associated with these projects is reduced to the estimated number of new parking stalls needed to be added to the hospital site. With the screened parking to be built during the current project the percentage of structured and the screened surface parking will increase to 51%.
3. Intermountain will need to provide at least 9.5 units of affordable housing as part of these projects.

Original Phasing Plan - Full Build Out

Hospital – 85,000 square foot building
Medical Offices - None
Medical Support - One 25,000 square foot building

Parking - 120 surface parking spaces

Trails - Trail paved to north edge of hospital campus

Affordable Housing - Units Required for Hospital 13.7
 Units Provided None

Units Required for Medical Support
 These units will be the responsibility of the owner of the building

Amended Phasing Plan – Full Build Out Phase

Timing - The best estimates by the hospital are that the hospital additions for full build out will be built after 2025.

Hospital – Up to 98,000 square feet to be added in one or more additions to existing building or a new separate hospital building on Lot 1

Medical Offices - None

Medical Support - None

Parking - An additional 73 existing screened surface parking spaces behind the hospital could be replaced by a new parking structure
 160 stall new parking structure could be built behind the new building (unless the additional needed parking has better visibility and lighting impact with screened surface parking)
 Another 235 parking stall structure to be built near the new hospital addition or new hospital building (unless the additional needed parking has better visibility and lighting impact with screened surface parking)

Trails - No changes to trail system

Affordable Housing - Units Required for Hospital 44.8
 Units Required for Intermountain 23.3
 Medical Support Space
 Units Required for Physician Holdings 5.0
 Units Required for Summit County 5.8 (Per ground lease)

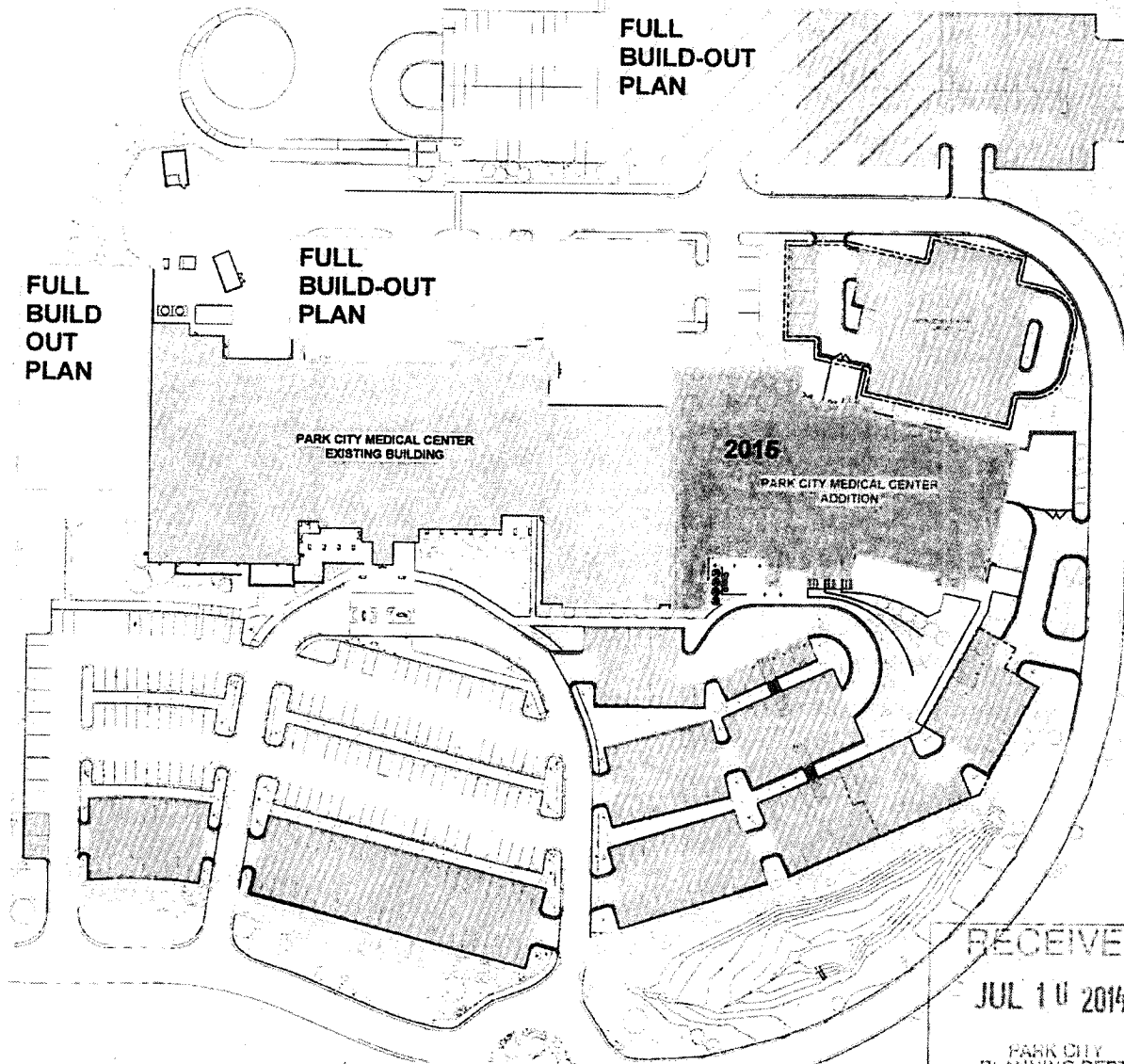
Units Provided at Park City Heights	44.78
Units provide during 2 nd addition	9.5
New units to be provided by Intermountain	13.8





The new units to be provided by Intermountain could be part of an institutional affordable housing project located on Lot 8, such as Peace House or patient family housing (ie Ronald McDonald House). If an appropriate institutional affordable housing project is not found, then Intermountain will need to partner with another affordable housing project in the community to meet its requirement.

Changes from Original Phasing Plan

1. The scope of hospital additions associated with this phase is increased to 98,000 square feet.
2. The structured parking that could be associated with these projects is proposed to be provided in two sites, so it is located nearer the buildings the parking is associated with. Some structured parking could be replaced by additional screened parking that has better visibility and lighting impacts.
3. Intermountain will need to provide the remaining 13.8 units of affordable housing as part of these projects.
4. The paving of the trail associated with the original phasing plan is already completed.

**INTERMOUNTAIN PKMC HOSPITAL EXPANSION
 MASTER PLAN AMENDMENT - PARKING EXCEPTION**



-  Current MOB Expansion
-  Proposed Parking (mostly patient driven)
-  Full Build-Out Future Hospital Expansion
-  Future Structured Parking (to support Staff needs in the Full Build-Out Plan)

Intermountain is proposing adding 328 new parking stalls (4 stalls per 1,000 sqft), plus an additional 62 spaces to replace those lost by the building addition; for a total of 390 spaces. Of those 390 spaces, 63% (246 spaces) are considered screened by landscape measures, site grading or a combination of both.

The vast majority of the new medical support addition is clinical in nature, requiring a high number of patient parking spaces. These bulk of these spaces need to be located near the front entry of the new clinic building.

Table 1- Density Allocation per Lot for IHC Master Planned Development

	Approved per IHC MPD	Approved per CUPs and built	Approved IHC MPD Amendments	Remaining to be built
Hospital Uses On Lot 1	300,000 sf	138,900 sf	300,000 sf (no change)	161,100 sf
Total Support Medical Office	150,000 sf	150,000 sf	150,000 sf (no change)	0 sf
Total sf	450,000 sf	288,900 sf	450,000 sf (no change)	161,100 sf
Breakdown of Support Uses				
Support Medical Office on Lot 1	50,000 sf	100,000 sf	100,000 sf (additional 50,000 sf on Lot 1 from Lots 6 and 8)	0 sf
Support Medical Office on Lots 7 and 10	50,000 sf	Approx. 50,000 sf*	Approx. 50,000 sf (no change to existing buildings)	Clinics on Lots 7 and 10 are approved for a maximum combined Floor Area of 50,000 sf
Support Medical Office on Lots 6 and 8	50,000 sf	Subject to approved Peace House CUP	transferred 50,000 sf from Lots 6 and 8 to Lot 1	Subject to approved Peace House CUP
Total Support Medical office	150,000 sf	150,000 sf	150,000 sf	0 sf

*Total floor area of Medical support on Lots 7 and 10 (Medical Office Building and Summit County Health Department Building) is less than 50,000 sf combined as built. Additions may be proposed to bring maximum combined floor area on Lots 7 and 10 to the maximum approved 50,000 sf.

**The Annexation Agreement also included 85,000 SF for the USSA training facility which was not included in the Hospital MPD. The USSA building was built on Lot 3 and is subject to a separate MPD and CUP.

*** sf = Square Feet

**Approval for Affordable Housing Mitigation Plan at
The Medical Campus at Park City Medical Center**

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND CONDITIONS OF APPROVAL
FOR AN AMENDED AFFORDABLE HOUSING MITIGATION PLAN FOR THE
MEDICAL CAMPUS AT PARK CITY MEDICAL CENTER**

WHEREAS, the owners of the Medical Campus at Park City Medical Center located on Round Valley Drive have a total housing obligation of 90.47 AUEs established within the Annexation Agreement recorded January 23, 2007;

WHEREAS, 44.78 AUEs are fulfilled through development of 28 townhomes within the Park City Heights development and 22.37 AUEs are deferred or transferred through land deals, a total of 23.32 AUEs remain to be fulfilled; and

WHEREAS, the owner submitted a proposed updated housing mitigation plan on May 13, 2015 requesting that a land lease with Peace House be considered as fulfillment of 12.5 AUEs;

NOW, THEREFORE, the Housing Authority of Park City, Utah hereby approves the Housing Mitigation Plan as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Housing Mitigation Plan submitted by the Owner is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact:

1. The original Annexation Agreement was recorded January 23, 2007.
2. The Housing Authority approved an overall housing obligation equal to 90.47 AUEs in accordance with Housing Resolution 17-99.
3. Construction of 28 affordable townhomes within the Park City Heights development will fulfill 44.78 AUEs.
4. Deferral of units resulting from the construction of the USSA facility equals 10.47 AUEs.
5. Transfer of development rights for one 25,000 square foot medical support building to Summit County for the Health Department and People's Health Clinic equals 5.83 AUEs.
6. Transfer of development rights for one 25,000 square foot medical support building to Physicians Holdings, LLC equals 5.83 AUEs.
7. To date, a balance of 23.32 AUEs remains to be fulfilled.
8. The Owner proposes to lease land to the Peace House for a campus that includes a minimum of the following: 12 transitional housing units totaling to 9,600 square feet or more, 7,200 square feet or more of shelter space, and one employee apartment of a minimum of 800 square feet.

9. The Peace House campus equals a total of 22.5 AUEs of which 10 are in fulfillment of a Summit County housing obligation and therefore removed from the calculation resulting in 12.5 AUEs to count towards the balance remaining in the Owner's housing obligation.
10. The provision of shelter and transitional housing is not offered as an option for fulfillment in Housing Resolution 17-99.
11. The Owner's lease agreement with Peace House is a slight deviation from the current requirements for terms of affordability however they meet the terms required in Housing Resolution 17-99.
12. Lot 8 on which the Peace House campus will be constructed retains no density.

Conclusions of Law:

1. IHC's updated Housing Mitigation Plan requests several exceptions to Housing Resolution 17-99.
2. The Owner will fulfill 12.5 AUEs with this Approval.
3. The Owner will have a balance of 11.82 AUEs still to be fulfilled following the completion of this plan.

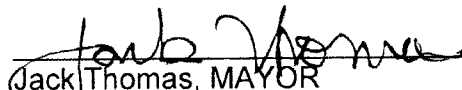
Conditions of Approval:

1. Future density increases for the IHC Medical Campus at Park City Medical Center will be reduced by 10 AUEs or 8,000 square feet.
2. If Peace House ceases operation of their program on Lot 8 prior to 50 years from the date of signing this agreement, IHC will owe the City 12.5 AUEs.

SECTION 2. EFFECTIVE DATE. This approval shall take effect upon adoption and execution.

PASSED AND ADOPTED this 4 day of June 2015.

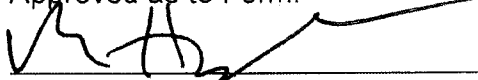
PARK CITY MUNICIPAL CORPORATION


 Jack Thomas, MAYOR

Attest:


 Marci Heil, City Recorder

Approved as to Form:


 Mark Harrington, City Attorney



FIRST AMENDED AFFORDABLE HOUSING MITIGATION PLAN FOR THE MEDICAL CAMPUS AT PARK CITY MEDICAL CENTER FINDINGS OF FACT, CONCLUSIONS OF LAW AND CONDITIONS OF APPROVAL

WHEREAS, the owners of the Medical Campus at Park City Medical Center located on Round Valley Drive have a total housing obligation of 90.47 AUEs established within the Annexation Agreement recorded January 23, 2007;

WHEREAS, 44.78 AUEs are fulfilled through development of 28 townhomes within the Park City Heights development and 22.37 AUEs are deferred or transferred through land deals, and 12.5 AUEs are fulfilled in exchange for a land lease with Peace House providing land for a new, expanded facility, and a balance of 10.82 AUEs remain to be fulfilled;

NOW, THEREFORE, the Housing Authority of Park City, Utah hereby approves the 1st Amendment to the Housing Mitigation Plan as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Housing Mitigation Plan submitted by the Owner is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact:

1. The original Annexation Agreement was recorded January 23, 2007.
2. The housing obligation is subject to the requirements of Housing Resolution 17-99.
3. The Housing Authority approved an overall housing obligation equal to 90.47 AUEs.
4. A Housing Mitigation Plan was approved on June 4, 2015 by the Housing Authority. Other than as amended herein, its findings of fact, conclusions of law and conditions of approval continue to apply.
5. The June 4, 2015 Housing Mitigation Plan has a typo in Line 3 of the Conclusions of Law stating that 11.82 AUEs remain to be fulfilled. It should read 10.82 AUEs.
6. Deferral of units resulting from the construction of the USSA facility equals 10.71 AUEs. The June 4, 2015 Housing Mitigation Plan finding of fact 4 stated 10.47 which is a typo.
7. Construction of 28 affordable townhomes within the Park City Heights development will fulfill 44.78 AUEs.
8. Transfer of development rights for one 25,000 square foot medical support building to Summit County for the Health Department and People's Health Clinic equals 5.83 AUEs.
9. Transfer of development rights for one 25,000 square foot medical support building to Physicians Holdings, LLC equals 5.83 AUEs.
10. Fulfillment of 12.5 AUEs were approved in exchange for a land lease to the Peace House for a campus that includes a minimum of the following: 12 transitional housing units totaling to 10,000 square feet, 7,200 square feet of

shelter space, and one employee apartment of a minimum of 800 square feet. The document signed for the June 4, 2015 approval stated 9,600 SF for the transitional housing space which is a typo. This typo does not affect the overall AUES calculated for the project.

11. The Peace House campus equals a total of 22.5 AUEs of which 10 are in fulfillment of a Summit County housing obligation and therefore removed from the calculation resulting in 12.5 AUEs.
12. Lot 8 on which the Peace House campus will be constructed has no density due to its community benefit.
13. If IHC amends the MPD and has additional density assigned to the overall project, the density associated with the Summit County housing obligation (10 AUEs equaling 8,000 SF) shall be counted against any future density allocated to the overall project under the MPD. It is density being used for an outside entity's housing obligation.
14. The Owner submitted a proposed 1st Amendment to the Housing Mitigation Plan that would fulfill an additional 4 AUEs in exchange for a donation of \$816,000 to Peace House for the increased square footage incorporated into updated site plans for the new facility.
15. While the updated site plan added 8,057 SF, the Housing Authority only approved 5,599 square feet to be credited as AUEs. A chart is included below to illustrate the agreement.

Peace Housing New Facility Square Footage	Original 2015	Accepted by 1st Amended
Transitional & Shelter units (2nd Floor)	17,200	21,300
Employee Units (2nd Floor)	800	2,080
Residential support (1st Floor)		
Laundry	N/A	219
Closet & Storage	N/A	-
Pantry & Storage	N/A	-
Total applicable AUE Square footage	18,000	23,599
divided by 800 - per AUE	22.50	29.50
Less county obligation	-10	-10
Less DV MPD AUEs	N/A	-3
Less IHC July 2015 approval	N/A	-12.5
AUE Credit	12.50	4.00

16. The existing Peace House shelter, which has been sold and will no longer fulfill housing obligations once the new facility opens, was built in fulfillment of three (3) AUEs of the housing obligation resulting from Deer Valley's MPD as amended (ELEVENTH AMENDED AND RESTATED LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT signed on March 23, 2011, page 5). Those three (3)

- Deer Valley AUEs will be fulfilled by the new Peace House facility and those three (3) AUEs will be removed from the calculation credited for the facility.
17. The donation amount of \$816,000 is equal to the following: August 2016 increase to the in-lieu fee of \$229,500 divided by 900 SF (current AUE) which equals \$255 per SF then multiplied by 800 SF (the definition of an AUE in Housing Resolution 17-99 which is the governing document for the Owner's housing obligations): $\$255 \times 800 \text{ SF} = \$204,000 \text{ per AUE} \times 4 = \$816,000$.

Conclusions of Law:

1. The Owner currently has 10.82 AUEs outstanding
2. The Owner will fulfill 4 AUEs with this Approval of an in lieu fee payment of \$816,000 to Peace House.
3. The Owner will have a balance of 6.82 AUEs still to be fulfilled following the completion of this plan.

Conditions of Approval:

1. If IHC amends the MPD and has additional density assigned to the overall project, the density associated with the Summit County housing obligation (10 AUEs equaling 8,000 SF) shall be counted against any future density allocated to the overall project under the MPD.
2. If Peace House ceases operation of their program on Lot 8 prior to 50 years from the date of signing this agreement, the Owner will owe the City 16.5 AUEs.
3. The Peace House must build the space consistent with the table in finding of fact 15 above.

SECTION 2. EFFECTIVE DATE. This approval shall take effect upon adoption and execution.

PASSED AND ADOPTED this 2nd day of February 2017.

PARK CITY HOUSING AUTHORITY

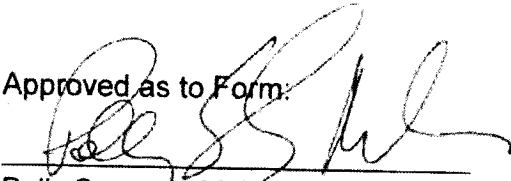


Attest:


Michelle Kellogg, City Recorder


Jack Thomas, CHAIR

Approved as to Form:


Polly Samuels McLean, Assistant City Attorney



22 February 2017

Kirsten Whetstone
Park City Planning Department
445 Marsac Avenue
Park City, UT 84060

Dear Kirsten;

Intermountain Healthcare had a mining hazards audit performed by IHI for the hospital site. This audit found no mine hazards (mine tunnels, adits, mines, shafts, etc.) on the site. This report was submitted to Jim Blankenau, Environmental Regulatory Program Manager, in October 2012.

Sincerely,

A handwritten signature in cursive script that reads "Morgan David Busch".

Morgan Busch
Senior Strategic Planning Consultant

**Quinn's Junction
Joint Planning Commission Development Principles**

I. Development Densities and Land Uses

- Initial project analysis should commence with a review of property's base density, wetlands, slopes, wildlife areas, flood plain, etc.).
- Consider Sensitive Land Overlay density bonuses as incentive for project densities and development locations.
- Density should result in significant public benefits that promote Park City's resort, recreation, tourism and resort-based, second home economy.
- Highway service commercial and regional/big-box retail commercial are strongly discouraged in/along the Highway 40/SR 248 corridor.
- Institutional and/or Quasi Public Institutional uses relating to community open space, recreation, health and tourism may be considered in the Highway 40/SR 248 corridor. Limited neighborhood commercial uses may be considered in the Silver Summit area east of Highway 40.
- An expansion of the existing light industrial/incubator service commercial uses along the east side of Highway 40 should be considered. Said expansion should be clustered to the greatest degree possible to minimize sprawl.

II. Development Patterns

- Cluster in already identified receiving areas and around exiting development with consistent uses.
- Public open space and recreation is the predominant land use in the study area. Clustered development should be designed to preserve and enhance access and use of said areas.
- Apply Sensitive Land Overlay standards for development design.
- Preserve a substantial open space corridor through study area.
- Developments should be transit-oriented and linked to broader community open space and trail network.



December 14, 2016

Morgan Busch
36 South State Street, 8th Floor
Salt Lake City, UT 84111

NOTICE OF PLANNING COMMISSION ACTION

<u>Application #</u>	PL-15-02999
<u>Description</u>	Extension of deadline for Development Agreement ratification for the IHC Master Planned Development to July 13, 2017
<u>Date of Action</u>	December 14, 2016

On December 14, 2016, the Park City Planning Commission called a meeting to order, conducted a public hearing, and approved your request for an extension of the ratification deadline for the IHC MPD Development Agreement to July 13, 2017, based on the following:

Findings of Fact

1. The IHC MPD was approved by the Planning Commission on May 23, 2007, subject to the Annexation Agreement recorded at Summit County on January 23, 2007.
2. The IHC MPD consists of Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, and 11 Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility Subdivision (IHC/USSA Subdivision), and generally includes an Intermountain Healthcare Hospital of 300,000 square feet (180 Unit Equivalents) located on Lot 1 and Support Medical Office space of 150,000 square feet (150 Unit Equivalents) located on Lots 1, 7, and 10.
3. The property is generally located on Round Valley Drive west of US 40 and east of Round Valley in the Quinn's Junction neighborhood of Park City.
4. Lot 2 of the IHC/USSA Subdivision plat is dedicated as open space.
5. Lot 3 is not part of the IHC MPD and is the location of the USSA Headquarters and Training Center MPD.
6. Lot 4 was the original location of 28 affordable, deed restricted townhouse units incorporated into the Park City Heights neighborhood during the Park City Heights MPD approval. Lot 4 currently has no designated density.
7. Lot 5 was dedicated and transferred to the City for future recreation uses and has no designated density.
8. The density initially designated for Lot 6 was transferred to Lot 1 with the First Amendment to the MPD.
9. Lot 7 contains the 25,000 sf medical support office density and is also known as Physician Holdings or MOB (Medical Office Building).
10. The density initially designated for Lot 8 was transferred to Lot 1 with the First Amendment to the MPD.

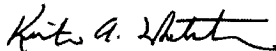
11. Lot 9 contains a small Questar gas regulating facility.
12. Lot 10 is the location of the Summit County Health Department and People's Health Clinic utilizing 25,000 sf of support medical office density. Summit County has a ground lease from IHC on this lot.
13. Lot 11 is the one acre lot around Lot 9, owned by IHC and not designated as to use or density.
14. The Annexation Agreement sets forth maximum building floor areas, development location, and conditions related to developer-provided amenities on the various lots of the IHC/USSA subdivision plat, such as roads, utilities, and trails.
15. A Development Agreement reflecting the approved Master Planned Development and subsequent amendments needs to be ratified by the Planning Commission and recorded at Summit County.
16. The property is located in the Community Transition (CT) Zone.
17. A First Amended IHC MPD was approved by the Planning Commission on October 8, 2014, transferring assigned medical support density from Lots 6 and 8 to Lot 1, along with other amendments related to Phase 2 of the Medical Center construction.
18. The Second Amended IHC MPD was approved by the Planning Commission on January 13, 2016, approving administrative corrections to conditions #16 and #17 of the October 8, 2014 First Amended IHC MPD, the subdivision of Lot 8 into two lots, and allowing the Peace House use on amended Lot 8.
19. One additional item included in the Second IHC MPD Amendment application, regarding additional density for support medical uses, was continued to a date uncertain, and final action on this item has not yet occurred.
20. The January 13, 2016, approved MPD Amendments included the following conditions of approval:
 1. All applicable conditions of approval of the IHC/USSA Annexation Agreement shall apply to this MPD amendment.
 2. All applicable conditions of approval of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Second Amended subdivision plat shall apply.
 3. Construction of the Peace House facility on Lot 8 shall be subject to an approved Conditional Use Permit, as well as to all applicable conditions of approval of the MPD, as amended, the Annexation Agreement, and the Subdivision plat.
 4. A Development Agreement specifically for the IHC Master Planned Development, as amended, shall be ratified by the Planning Commission within 6 months of final action on the MPD Amendment application.
 5. The Development Agreement shall reiterate all applicable requirements of the Annexation Agreement, as well as zoning requirements related to findings, conclusions, and conditions of approval of the MPD, included the approved amendments.
 6. The Development Agreement shall include an express reservation of the future legislative power and zoning authority of the City, a copy of the approved MPD plans and any other plans that are a part of the Planning Commission approval, a description of all Developer exactions or agreed upon public dedications, an agreement to pay all specified impact fees; a description of the form of ownership anticipated for the project; and a list and map of all known Physical Mine Hazards on the property.
 7. All construction within the IHC MPD is subject to the plat notes and conditions of

approval of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility amended subdivision plat recorded at Summit County on November 25, 2008, as well as conditions of approval of the IHC MPD, as amended, including amendments to Conditions #16 and #17 of the October 8, 2014 MPD Amendment approval, as described in #8 below.

8. Conditions #16 and #17 of the October 8, 2014 approval of the First Amended IHC MPD shall be amended, and reflected in the Development Agreement, as follows:
 - a) Condition #16 shall be deleted.
 - b) Condition #17 shall be amended to state the following: The applicant shall submit a parking study as part of an application for the next Medical Center expansion. The study shall include qualified transportation professionals recommendations addressing the potential impact of reduced parking ratios in future phases and a comprehensive program to increase utilization of underutilized parking areas; along with impacts to street intersections out to and including SR-248.
21. The applicant and Staff were waiting for the density issue requested with the Second MPD Amendment application to be considered by the Planning Commission prior to drafting the a Development Agreement. This amendment requires further density discussion and possible Land Management Code amendments, and has been continued to a date uncertain.
22. On October 12th Staff and the applicant met and the applicant requested that a Development Agreement be ratified for the MPD amendments approved to date.
23. As the 6 month timeframe has passed, based on the January 13, 2016 approval date of the Second Amendment, the applicant requested an extension to the ratification timeframe.
24. Staff is in the process of drafting a Development Agreement consistent with the MPD Amendments approved on October 8, 2014 and January 13, 2016 and will present the Development Agreement to the Commission for ratification in early 2017.
25. Following ratification the Development Agreement will be recorded at Summit County.
26. If final action is taken on the outstanding item of the MPD Amendment application in the future, an amended Development Agreement will need to be ratified and recorded.

If you have questions regarding your project or the action taken please don't hesitate to contact me at (435) 615-5066 or kirsten@parkcity.org.

Sincerely,



Kirsten Whetstone, MS, AICP
Senior Planner

Park City Planning Department, PO Box 1480, Park City, UT 84060

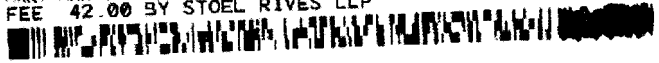
WHEN RECORDED, MAIL TO:

Guy P. Kroesche, Esq.
STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111

ENTRY NO. 01067218

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Easements PAGE 1/15
MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER
FEE 42.00 BY STOEL RIVES LLP



Matthew A. Natt, Esq.
UNITED STATES SKI ASSOCIATION
d/b/a UNITED STATES SKI AND SNOWBOARD ASSOCIATION
P.O. Box 100
Park City, Utah 84060

AND TO:

Park City Municipal Corporation
Attn: City Recorder
P.O. Box 1480
Park City, Utah 84060-1480

DECLARATION AND GRANT OF TRAIL EASEMENT

(Public Trail Easement)

This DECLARATION AND GRANT OF PUBLIC TRAIL EASEMENT AND SUPPLEMENTAL AGREEMENT (this "*Declaration and Grant*") is made and entered into as of the 1st day of March, 2017, by and among IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("*Intermountain Healthcare*"), located and having a mailing address at 36 South State Street, 22nd Floor, Salt Lake City, Utah 84111, UNITED STATES SKI ASSOCIATION, a Utah nonprofit corporation d/b/a UNITED STATES SKI AND SNOWBOARD ASSOCIATION ("*USSA*"), located and having a mailing address at P.O. Box 100, Park City, Utah 84060, and PARK CITY MUNICIPAL CORPORATION, a municipal corporation of the State of Utah (the "*City*"), located and having a mailing address at P.O. Box 1480, Park City, Utah 84060-1480.

WHEREAS, pursuant to the terms and conditions of that certain Annexation Agreement, dated January 1, 2007, as recorded with the Summit County Recorder's Office on January 23, 2007, as Entry No. 00802747, in Book 1843, at Page 0308 (the "*Annexation Agreement*"), the City requires a perpetual, nonexclusive, twenty (20) foot wide right-of-way and easement over and across that certain real property particularly described and outlined in attached *Exhibit "A"* (the "*Park City Medical Campus/USSA Property*"), solely for purposes of a non-vehicular, non-motorized, recreational, pedestrian path and trail for the use and benefit of the public (the "*Public Trail*"); and

WHEREAS, pursuant to the terms and conditions of the Annexation Agreement, the City requires that, as and to the extent owned by Intermountain Healthcare, Intermountain Healthcare grant to the City and, as and to the extent owned by USSA, USSA grant to the City a perpetual, nonexclusive, twenty (20) foot wide right-of-way and easement over and across the Park City Medical Campus/USSA Property solely for purposes of the Public Trail, and not otherwise; and

WHEREAS, pursuant to the terms and conditions of the Annexation Agreement, Intermountain Healthcare and USSA have agreed to grant to the City a perpetual, nonexclusive, twenty (20) foot wide right-of-way and easement over and across the Park City Medical Campus/USSA Property owned by, respectively, Intermountain Healthcare and USSA, as generally outlined and described in attached *Exhibit "B"* (the "*Trail Easement Property*"), solely for purposes of the Public Trail, and not otherwise, and subject to the terms and conditions of this Declaration and Grant (the "*Limited Use*"); and

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NOW, THEREFORE, to these ends and in consideration of the terms and conditions set forth herein, as well as the mutual benefits to be derived herefrom, Intermountain Healthcare and the City hereby agree as follows:

1. Grant of Trail Easement: Construction, Maintenance and Repair of Public Trail and Public Trail Improvements. Subject to the terms and conditions of this Declaration and Grant, Intermountain Healthcare, as and to the extent it owns the Park City Medical Campus/USSA Property (the "*Intermountain Healthcare Property*"), and USSA, as and to the extent it owns the Park City Medical Campus/USSA Property (the "*USSA Property*"), hereby grants and conveys to the City a nonexclusive, perpetual easement twenty (20) feet in width (the "*Trail Easement*") over and across the Trail Easement Property, solely for the purpose of the Public Trail and the Limited Use. By the execution of this Declaration and Grant, the City acknowledge, agrees and confirms that the Public Trail has been constructed and improved by Intermountain Healthcare or USSA (or their respective successors or assigns), as the case may be (applicable, in each case, an "*Owner*"), all in compliance with any applicable laws, rules and regulations, consistent with the City's public trail standards, including grade and slope standards, and other City public trail improvements near, adjacent or contiguous to the Trail Easement Property. Accordingly, except as and to the extent that the Public Trail may be damaged or destroyed by any Owner, in which event the responsible Owner shall promptly repair or replace any such damaged or destroyed Public Trail improvements (as applicable, the "*Public Trail Improvements*") as soon as reasonably practicable, no Owner shall have any further responsibility, cost or otherwise, for the ongoing maintenance and repair of the Public Trail or the Public Trail Improvements (the "*Trail Easement Maintenance and Repair Work*"). Rather, subject to the foregoing, the City has assumed, and now has, all obligations, responsibilities and liabilities with respect to the improvement, maintenance and/or repair of the Public Trail and the Public Trail Improvements, all without any cost or expense to any Owner. More specifically, without limiting the generality of the foregoing, the City shall (i) during the course of the Limited Use, maintain the Trail Easement Property in stable condition, without any erosion, sloughing or similar slippage of any kind or nature; (ii) unless otherwise agreed by Intermountain Healthcare or USSA, as the case may be, ensure that adjacent and contiguous portions of the Trail Easement Property and the Park City Medical Campus/USSA Property are reasonably accessible and homogenous; (iii) take or cause to be taken such actions as may be necessary or appropriate to mitigate any adverse effects of any use, maintenance or repair of the Trail Easement, including without limitation protecting against any sedimentation in the event of inclement weather and seeding, providing ground cover and/or watering the Trail Easement Property for dust control purposes; and (iv) not deposit snow or ice from the Public Trail upon the adjacent Park City Medical Campus/USSA Property, or any part thereof, with the understanding that the Public Trail shall be maintained so as to preclude any such deposit on the adjacent Park City Medical Campus/USSA Property; provided that, notwithstanding any other term or condition of this Declaration and Grant, except with the advance written consent of Intermountain Healthcare or USSA, as the case may be (which may be withheld or conditioned in Intermountain Healthcare's or USSA's, as applicable, sole discretion), the City shall not construct or erect any building or structure or other above-ground fixture on any part or all of the Trail Easement Property.

2. Limitations on Trail Easement. The City's exercise of the rights granted under this Declaration and Grant shall be strictly limited to the Trail Easement Property, the Trail Easement Maintenance and Repair Work and the Limited Use, respectively. The Trail Easement shall be utilized so as to minimize any impact on the use, enjoyment and development of the Park City Medical Campus/USSA Property. Exclusive use of the Trail Easement Property is expressly not granted, and the right to use the Trail Easement Property in common with the City is hereby expressly reserved by Intermountain Healthcare and USSA, as applicable, so long as such use does not unreasonably interfere with the non-exclusive rights which are hereby granted to the City. In this connection, Intermountain Healthcare, with respect to the Intermountain Healthcare Property, and USSA, with respect to the USSA Property, shall have the right, but not, except as otherwise specified in this Declaration and Grant, the obligation, to landscape or otherwise improve any part or all of the Trail Easement Property, so long as any such use or activity does not adversely affect the Limited Use as contemplated hereunder.

3. General Limitations. Except in exigent circumstances or to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, the City shall not erect, locate or construct, and shall not allow to be erected, located or constructed, any fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of and access to the Trail Easement Property without Intermountain Healthcare's or USSA's, as the case may be, advance written consent (which may be withheld in Intermountain Healthcare's or USSA's, as applicable, reasonable discretion). Further, the City shall and hereby agrees that the City shall have no right, interest or easement in or to the Park City Medical Campus/USSA Property other than the Trail Easement granted pursuant to this Declaration and Grant and, further:

(a) that all of the Trail Easement Maintenance and Repair Work shall be conducted at the City's sole risk, cost and expense and further, the Trail Easement Maintenance and Repair Work shall conform to, and shall be conducted in accordance with, any and all applicable environmental and natural resource policies, standards and strategies, including those related to sensitive lands and wetlands, as well as any and all building, fire, sanitary, and safety laws, rules, laws, ordinances, and regulations, and the Trail Easement Maintenance and Repair Work, in any event, also shall be performed in a good and workmanlike manner;

(b) if, in connection with the use, occupation and enjoyment of the Trail Easement hereby granted, any landscape, hardscape, street, road, sidewalk or other improvements of Intermountain Healthcare or USSA are damaged or destroyed by the City, then, within a reasonable time as may be required by the circumstances (not to exceed, subject to "*force majeure*" [as defined below], ninety [90] days in any case), to repair or replace any and all such damaged or destroyed improvements to a condition substantially identical to that existing before any such damage or destruction;

(c) to repair, in a manner acceptable to Intermountain Healthcare or USSA, as the case may be, damage to any roads, road surfaces, wetlands and sensitive lands, whether or not located on, near, adjacent or contiguous to the Park City Medical Campus/USSA Property, in the event such damage is, in any way, caused by the City or any employee, agent, representative, guest, invitee, permittee, contractor or builder of the City;

(d) notwithstanding any other term and condition of this Declaration and Grant or the termination or expiration hereof, as and to the extent arising by reason of the Limited Use, to indemnify, defend and hold harmless Intermountain Healthcare or USSA, as the case may be, therefor and from and against any and all losses, claims, costs, expenses, or damages arising or caused, in whole or in part, by (i) the use and enjoyment of the Public Trail and/or the Public Trail Improvements, (ii) the exercise of the City's rights under this Declaration and Grant, including by its agents, representatives and/or employees; and (iii) any breach by the City, inclusive of its agents, representatives and/or employees, of the terms and conditions of this Declaration and Grant;

(e) not to permit any lien or claim of mechanics, laborers or materialmen to be filed against the Park City Medical Campus/USSA Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by the City and, within thirty (30) days after the date of the filing or recording of any such lien, the City shall cause the same to be paid and discharged of record, or, if the City contests the amount allegedly due or the right of the lien or to make its lien claim, the City shall cause a bond for at least 150% of the amount of the disputed lien claim to be issued in favor of Intermountain Healthcare to protect Intermountain Healthcare from any damage resulting from the lien during the entire time of any proceeding in which the City contests the lien; and

(f) by reason of the Limited Use and/or the City's use and enjoyment of the Trail Easement hereunder, not to permit any contamination, dumping or other environmental waste to be disposed on or contaminate the Trail Easement Property and, further, not to create, exacerbate or cause

any "*Environmental Condition*" (as defined below) on or about the Park City Medical Campus/USSA Property (inclusive of the Trail Easement Property). For purposes hereof, "*Environmental Condition*" means (i) contamination or pollution of soil, air, surface or groundwater, (ii) the disposal, placement, existence, presence or release or threat of release of a Hazardous Material and the affects thereof, (iii) noncompliance with or violation of Applicable Law including, without limitation, any lack of required governmental permits or approvals, "*Hazardous Material*" means (iv) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Applicable Law, or (v) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Applicable Law, or (vi) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons, and "*Applicable Law*" means all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

The agreements, indemnities, terms and conditions set forth in this Paragraph shall survive the rescission, cancellation or termination of this Declaration and Grant.

4. Relocation of the Trail Easement: Description of Trail Easement Property. Intermountain Healthcare, with respect to the Intermountain Healthcare Property, and USSA, with respect to the USSA Property, reserves the right to relocate the Trail Easement and the Trail Easement Property, inclusive of all or any part of the Public Trail Improvements, at any time or times; provided that any such relocation shall be at Intermountain Healthcare's or USSA's, as applicable, sole cost and expense; and provided, further, that any such relocation shall not materially, adversely affect the City's rights hereunder. In connection with any such relocation or otherwise, Intermountain Healthcare or USSA, as the case may be, from time to time, shall have the right to legally describe the Trail Easement Property and, then, request that the City acknowledge and agree to an amendment to this Declaration and Grant, which shall be suitable for recording in the Summit County, Utah Recorder's Office, legally define the Trail Easement Property and be recorded in the Summit County, Utah Recorder's Office.

5. Modification of Declaration and Grant. This Declaration and Grant may not be modified except with the consent of Intermountain Healthcare and the City, with respect to the Intermountain Healthcare Property, or USSA and the City, with respect to the USSA Property, and, then, only by written instrument duly executed and acknowledged and recorded in the Summit County, Utah Recorder's Office.

6. No Waiver. The failure of a party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

7. No Joint Venture. The provisions of this Declaration and Grant are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. Nothing in this Declaration and Grant is intended to create an enforceable right, claim or cause of action by any third party against any party to this Declaration and Grant.

8. Entire Agreement; Governing Law. This Declaration and Grant, together with the Annexation Agreement, contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration and Grant shall be construed as a whole and not strictly for or against any party. This Declaration and Grant shall be governed by and construed in accordance with the laws of the State of Utah.

9. Severability; Recitals and Exhibits. If any term or provision of this Declaration and

Grant shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Declaration and Grant. The foregoing recitals and attached exhibits are incorporated in and made a part of this Declaration and Grant by this reference.

10. Compliance with Laws. In the exercise of their respective rights and obligations under this Declaration and Grant, each of Intermountain Healthcare, USSA and the City shall comply with any and all applicable federal, state and local laws, rules, regulations, and orders.

11. Non-Interference. The use by the holders of the dominant tenements of the easement granted herein shall be limited to the uses as are described herein, which uses shall be made in such a manner as will not unreasonably interfere with the use of the servient tenements by the owners and lessees thereof.

12. Recording; Binding on Successors and Assigns; Enforceable Covenant. This Declaration and Grant shall constitute a covenant running with the land and, further, shall be recorded in the Summit County, Utah Recorder's Office. All of the provisions in this Declaration and Grant, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

13. Force Majeure. For purposes of this Declaration and Grant, "force majeure" means that if a party shall be prevented or delayed from the performance of any act required hereunder by reason of a strike, labor trouble, acts of nature or any other cause beyond the reasonable control of such party (inclement weather included, but financial inability excepted) including, without limitation unavailability of materials or services at a commercially reasonable prices and inability to obtain required consents, approvals or rights from third persons, and such party is otherwise without fault, the performance of such act (excluding any payment, charge or expense, which may be due and payable hereunder) shall be excused for the period of delay (such circumstances, a "*force majeure*"); provided that, without limiting the foregoing, any party asserting that a *force majeure* circumstance has or is occurring shall give written notice thereof to the other parties and the period of *force majeure* not later than thirty (30) days following any such occurrence and, further, any such occurrence shall commence to run not earlier than thirty (30) days prior to the receipt of any such written notice.

[signature page follows]

PARK CITY MUNICIPAL CORPORATION, a body corporate and politic of the State of Utah

By: [Signature]
Print Name: JACK THOMAS
Its: JMT

Dated this 10th day of APRIL, 2017

Attested, by Park City, Utah Recorder:

By: [Signature]
Print Name: Katie Madsen

Dated this 10 day of April, 2017

Approved as to form, by Park City, Utah Attorney:

By: [Signature]
Print Name: Polly Samuels McLean
Assistant City Attorney

Dated this 6th day of April, 2017

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: [Signature]
Print Name: Clayton Anderson
Title: VP

DATED this 29 day of March, 2017.

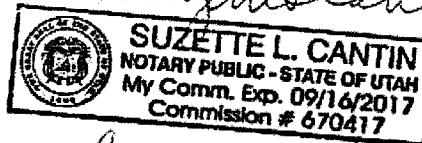
UNITED STATES SKI ASSOCIATION, a Utah nonprofit corporation
d/b/a UNITED STATES SKI AND SNOWBOARD ASSOCIATION

By: [Signature]
Print Name: M. ALEX NATT
Title: EMP + GENERAL COUNSEL

DATED this 9th day of MARCH, 2017.

[acknowledgements follow]

Suzette L Cantin



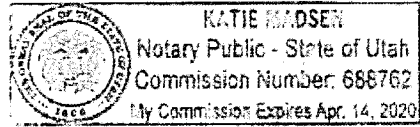
March 9, 2017
State Utah
County: Summit

STATE OF UTAH)
)
:ss
COUNTY OF SUMMIT)

On the 10th day of April, 2017, this instrument was acknowledged before me by Jack Thomas, the Mayor (title) of PARK CITY MUNICIPAL CORPORATION, a municipal corporation of the State of Utah.

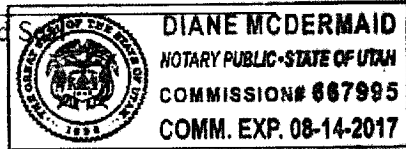
Katie Madsen
Notary Signature and Seal

STATE OF UTAH)
)
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COUNTY OF SALT LAKE)



On the 29 day of March, 2017, this instrument was acknowledged before me by Clayton Handman, the Vice President (title) of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation.

[Signature]
Notary Signature and Seal



STATE OF UTAH)
)
:ss
COUNTY OF SUMMIT)

On the _____ day of _____, 2017, this instrument was acknowledged before me by _____ (title) of UNITED STATES SKI ASSOCIATION, a Utah nonprofit corporation d/b/a UNITED STATES SKI AND SNOWBOARD ASSOCIATION

[Signature]
Notary Signature and Seal

Exhibit "A"

(Description of the Park City Medical Campus/USSA Property)

Real property located in Summit County, Utah, more particularly described as follows:

Lot Nos. 1, 3, 10, 11 and 12 of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision, as shown on the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision Plat, recorded on January 23, 2007, as Entry No. 802749, in the Official Real Estate Records of Summit County, Utah.

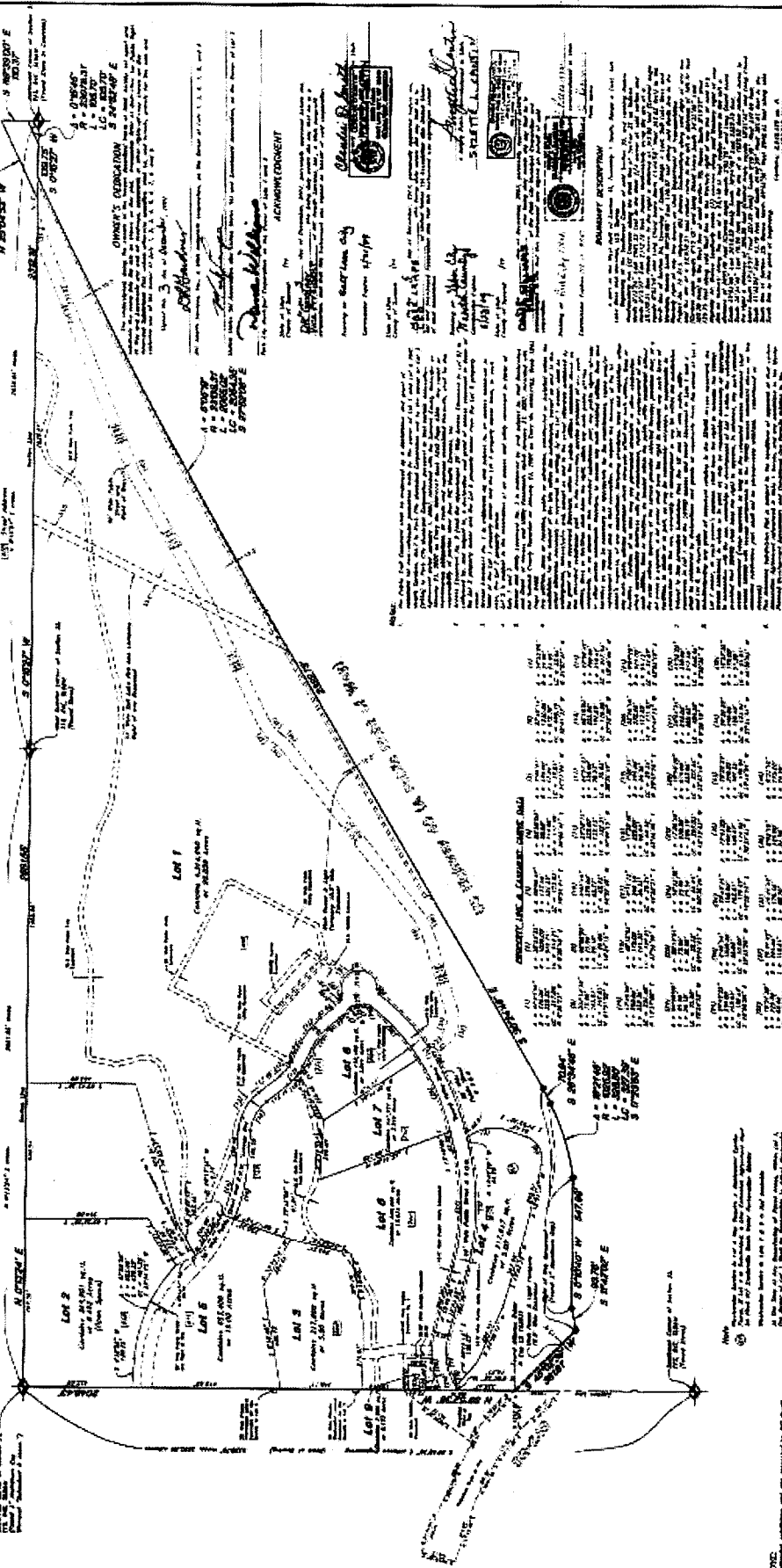
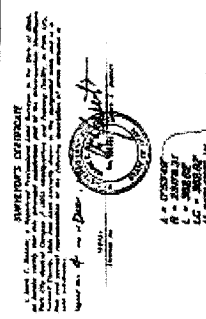
[For reference purposes only:

Tax Parcel Nos. IHPCMC-1, IHPCMC-3, IMPCMC-10, IHPCMC-11, and IHPCMC-12]

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, CONDITIONS, AND OTHER MATTERS OF PUBLIC RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE OR A PHYSICAL INSPECTION OR SURVEY OF THE PROPERTY.

Subdivision Plat (Amended) for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility

A part of the West 1/2 of Section 35, T1S, R4E,
Salt Lake Base & Meridian, U.S. Survey
Park City, Summit County, Utah



APPROVED:
 GREAT SALT ENGINEERING ARCHITECTS
 1000 N. 1000 W. PARK CITY, UT 84302
 DATE: 10/15/14

PARK CITY ENGINEER
 APPROVED: [Signature]
 DATE: 10/15/14

PARK CITY PLANNING COMMISSION
 APPROVED: [Signature]
 DATE: 10/15/14

PARK CITY COUNCIL
 APPROVED: [Signature]
 DATE: 10/15/14

SUMMIT COUNTY ENGINEER
 APPROVED: [Signature]
 DATE: 10/15/14

SUMMIT COUNTY RECORDS
 FILED: [Signature]
 DATE: 10/15/14

Subdivision Plat (Second Amended) for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility

A part of the West 1/2 of Section 35, T8S, R4E,
Salt Lake Base & Meridian, U.S. Survey
Park City, Summit County, Utah

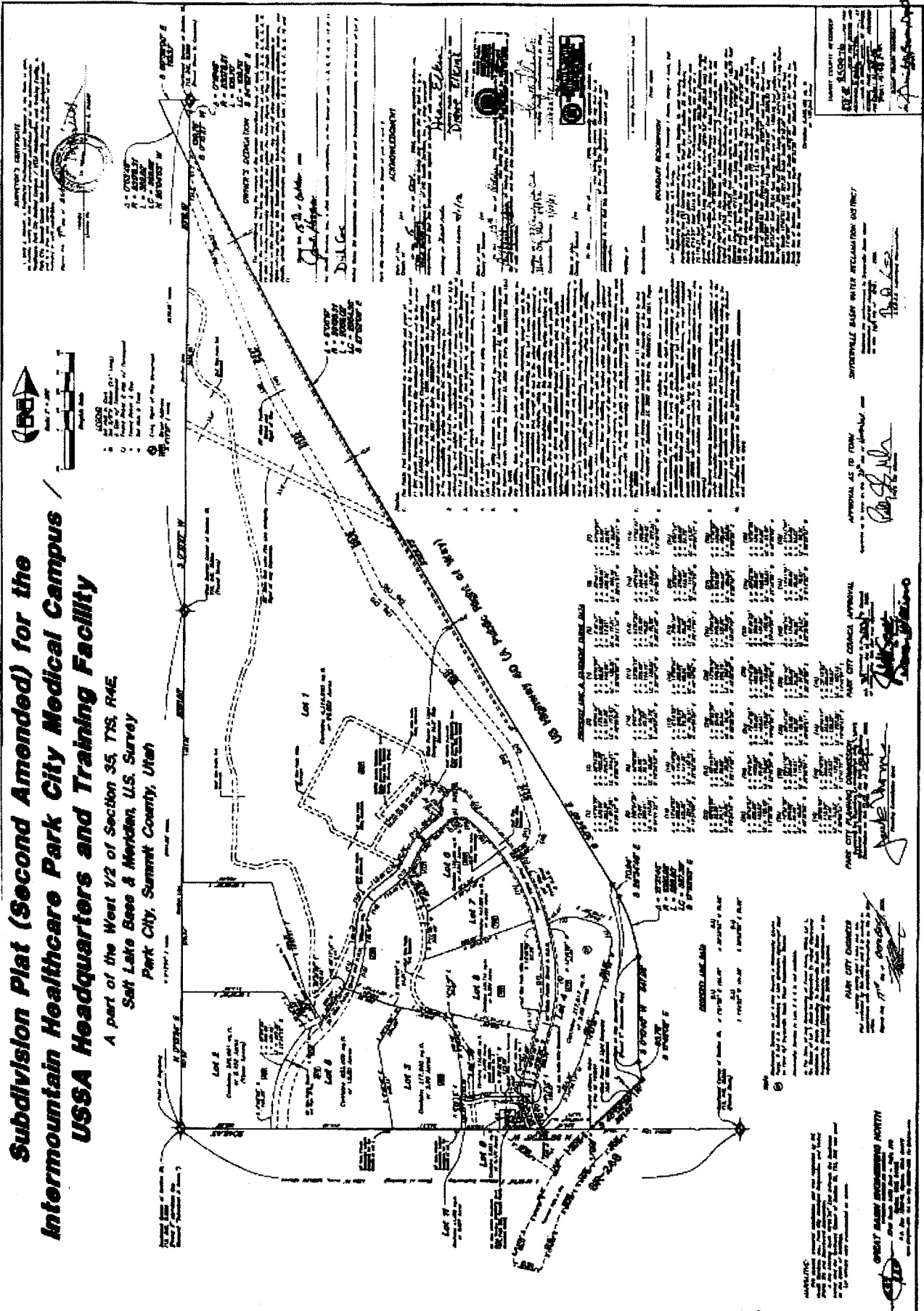


EXHIBIT "B"

(Outline of Trail Easement Property)

Real property located in Summit County, Utah, as generally outlined and described as follows:

See the Outline of the Trail Easement Property on the Attached

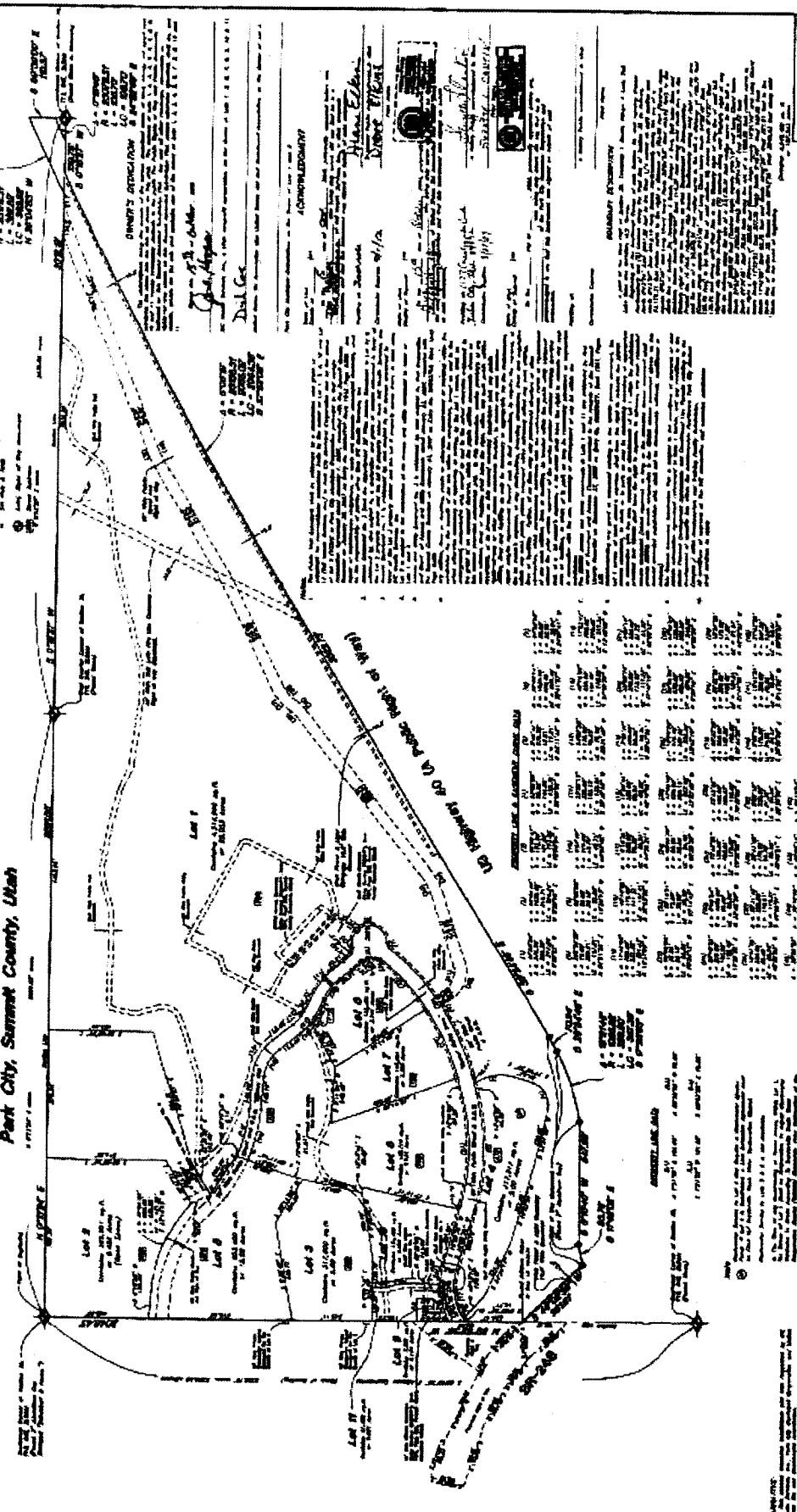
SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS AS
MAY BE DISCLOSED BY A RECORD EXAMINATION OF THE TITLE AND/OR A PHYSICAL
INSPECTION OR SURVEY OF THE PROPERTY.

Subdivision Plat (Second Amended) for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility

A part of the West 1/2 of Section 35, T18, R4E, Salt Lake Base & Meridian, U.S. Survey, Park City, Summit County, Utah



- 1. LOT 1
- 2. LOT 2
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- 94. LOT 94
- 95. LOT 95
- 96. LOT 96
- 97. LOT 97
- 98. LOT 98
- 99. LOT 99
- 100. LOT 100



PLAT NOTES

1. ALL LOTS ARE SUBJECT TO THE EASEMENTS SHOWN ON THIS PLAT.
2. THE TRAIL EASEMENT PROPERTY IS SHOWN WITH A DOTTED LINE.
3. THE DRAINAGE EASEMENT IS SHOWN WITH A DASHED LINE.
4. THE CITY OF PARK CITY BOUNDARIES ARE SHOWN WITH A SOLID LINE.
5. THE SALT LAKE BASE & MERIDIAN SURVEY LINES ARE SHOWN WITH A LONG DASHED LINE.
6. THE TOTAL AREA OF THIS PLAT IS 100 ACRES.
7. THE TOTAL AREA OF THE TRAIL EASEMENT PROPERTY IS 10 ACRES.
8. THE TOTAL AREA OF THE DRAINAGE EASEMENT IS 5 ACRES.
9. THE TOTAL AREA OF THE CITY OF PARK CITY IS 10 ACRES.
10. THE TOTAL AREA OF THE SALT LAKE BASE & MERIDIAN SURVEY IS 10 ACRES.

APPROVAL AS TO FORM

[Signature]

APPROVAL AS TO CONTENT

[Signature]

APPROVAL AS TO LOCATION

[Signature]

PLAT RECORDS

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF SUMMIT COUNTY, UTAH, THIS 15TH DAY OF APRIL, 2014.

BY: *[Signature]*

DEPUTY COUNTY CLERK

Trail Easement Property