PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
October 9, 2019

PUBLIC NOTICE IS HEREBY GIVEN that the PLANNING COMMISSION of Park City, Utah will hold its Regular Planning Commission Meeting at the City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Wednesday, October 9, 2019.

MEETING CALLED TO ORDER AT 5:30 PM.

I.ROLL CALL

II.MINUTES APPROVAL

II.A. Consideration to Approve the Planning Commission Meeting Minutes from September 11, 2019.
PC Minutes -9-11-19-Pending

II.B. Consideration to Approve the Planning Commission Meeting Minutes from September 25, 2019.
PC Minutes -9-25-19 - Pending

III.PUBLIC COMMUNICATIONS

IV.STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

V.REGULAR AGENDA

V.A. 1330 Empire Avenue, 1302 Norfolk Avenue, 1361 Woodside Avenue, and 1323 Woodside Avenue (Woodside Park Phase II Master Planned Development) Ratification of Findings of Fact for the Remand.
Staff Report
Exhibit 1 -Findings of Fact, Conclusions of Law, and Conditions of Approval

V.B. 552 Deer Valley Drive & 553 Deer Valley Loop – Plat Amendment – The Applicant Proposes To Adjust A Lot Line Between Two (2) Lots Within The Mine Cart Subdivision. PL-19-04310
(A) Public Input (B) Recommendation to City Council for October 22, 2019
Staff Report
Exhibit B: Mine Cart Subdivision (Current Recorded Plat)
Exhibit C: Applicants Project Description
Exhibit E: Aerial Photograph

Exhibit F: Site Photographs
Exhibit D: Existing Conditions Survey

V.C. 269 Daly Avenue – Steep Slope CUP – Applicant Proposes to Remodel and Add an Addition to an Existing Significant Historic Structure, the Building Footprint Will Be Over an Existing Slope of 30% or Greater. PL-19-04329
(A) Public Input (B) Possible Action
Staff Report
Exhibit A - Existing Conditions Survey
Exhibit B - Proposed Plans
Exhibit C - Standard Project Conditions

V.D. 900 Round Valley Drive – Master Planned Development Amendment – The Applicant Requests Additional Density for a 20,000-Square-Foot Medical Support Building on Lot 6, and a 28,000-Square-Foot Medical Office Addition to the Hospital on Lot 1. PL-19-04204
(A) Public Input (B) Possible Action

Staff Report
Exhibit A - June 4, 2015 Housing Authority Determination
Exhibit B - Development Agreement_Annexation Agreement_Prior Approvals
Exhibit C - Park City Health Campus Design Guidelines
Exhibit D - Applicant's Open Space Analysis
Exhibit E - Fehr and Peers Park City Hospital Traffic Study
Exhibit F - Park City Hospital Parking Study

V.E. 74 King Road – Conditional Use Permit – The Applicant Seeks to Obtain a Nightly Rental Conditional Use Permit for the Landmark Single-Family Dwelling. PL-19-04324
(A) Public Input (B) Possible Action

Staff Report
Exhibit A - Applicant's Statement and Photos
Exhibit B - 2014 Final Action Letter
Exhibit C - Public Input

V.F. 7677 Village Way, Lot 2 Village at Empire Pass North Subdvision, The Argent at Empire Pass – Conditional Use Permit – The Applicant is Proposing the Development and Construction of a Residential Condominium Building on Lot 2 at Empire Pass North. The Site is Subject to the Amended Agreement for Flagstaff Mountain March 2007, Which Granted the Developer/Owner a Large Scale MPD. The Property is Also Subject to the Village at Empire Pass Master Planned Development (VEP MPD), July 2004, and the Village at Empire Pass North Subdivision Plat, June 2017. The Applicant is Proposing a 108,602 Square Foot Structure Consisting of 28 For Sale Units (not exceeding 64,000 square feet or 32 Unit Equivalents), One (1) ADA unit, Two (2) Employee Units, 39 Parking Spaces and Various Residential Accessory Uses. The Applicant Submitted a Concurrent Application for a Condominium Plat. If This CUP is Not Approved the Condominium Plat Will Be Continued to a Future Date. PL-19-04276
(A) Public Hearing (B) Possible Action
Staff Report

Exhibit A: Applicant's Project Description
Exhibit B: DRB Approval
Exhibit C: Plan Set
Exhibit D: Approved Subdivision Plat Village North
Exhibit E: VEP MPD Link
Exhibit F: Amended Development Agreement Link
Exhibit G: Approved MPD Building 4 Volumetric Diagrams
Exhibit H: Village Map
Exhibit I: MPD Pod Maps
Exhibit J: Technical Reports Link
Exhibit K: Planning Director Determination
Exhibit L: Residences COA and MOA

V.G. 7677 Village Way, Lot 2 Village at Empire Pass North Subdivision, The Argent at Empire Pass Condominiums – Condominium Plat – Empire Pass North LLC, is Proposing the Development and Construction of a Residential Condominium Building on Lot 2 at Empire Pass North. The Site is Subject to the Amended Agreement for Flagstaff Mountain March 2007, Which Granted the Developer/Owner a Large Scale MPD. The Property is Also Subject to the Village at Empire Pass Master Planned Development (VEP MPD), July 2004, and the Village at Empire Pass North Subdivision Plat, June 2017. The Applicant is Proposing a 108,602 Square Foot Structure Consisting of 28 For Sale Units (not exceeding 64,000 square feet or 32 Unit Equivalents), One (1) ADA accessible unit, Two (2) Deed Restricted Employee Units, 39 Parking Spaces and Various Residential Accessory Uses. The Applicant Submitted a Concurrent Application for a Conditional Use Permit. If the CUP is Not Approved the Condominium Plat Will Be Continued to a Future Date. PL-19-04278.
(A) Public Hearing (B) Possible Action

Staff Report
Exhibit A: Draft Condo Plat Plans
Exhibit B: Applicant's Project Description
Exhibit C: Approved Subdivision Plat Empire Pass Village North
Exhibit D: VEP MPD Link
Exhibit E: Amended Development Agreement Link
Exhibit F: Technical Reports Link
Exhibit G: Residences COA and MOA

V.H. 1312, 1324 & 1336 Aerie Drive – Plat Amendment – The Applicant is Proposing to Combine Lots 9, 10 & 11 by Removing the Internal Lot Lines, to Demolish the Existing House on Lot 10 and to Construct a New House on the Combined New Lot. PL-19-04297.
(A) Public Hearing (B) Possible Recommendation for City Council on October 22, 2019
Staff Report
Exhibit A: Proposed Plat
Exhibit B: Existing Plat
Exhibit C: Aerial
Exhibit D: Project Intent

Exhibit E: Letter of Support
Exhibit F: House and Lot Size Data

VI.ADJOURN

A majority of PLANNING COMMISSION members may meet socially after the meeting. If so, the location will be announced by the PLANNING COMMISSION Chair Person. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Planning Department at 435-615-5060 or planning@parkcity.org at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org

***Parking validations will be provided for meeting attendees that park in the China Bridge parking structure.**

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
SEPTEMBER 11, 2019

COMMISSIONERS IN ATTENDANCE:

Chair John Phillips, Sarah Hall, John Kenworthy, Laura Suesser, Doug Thimm, Christin Van Dine

EX OFFICIO: Planning Director, Bruce Erickson; Hannah Tyler, Planner; Caitlyn Barhorst, Planner; Alexandra Ananth, Planner; Rebecca Ward, Land Use Policy Analyst; Mark Harrington, Legal Counsel

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ROLL CALL

Chair Phillips called the meeting to order at 5:35 p.m. and noted that all Commissioners were present except Commissioner Sletten, who was excused.

ADOPTION OF MINUTES

August 28, 2019

MOTION: Commissioner Kenworthy moved to APPROVE the Minutes of August 28, 2019 as written. Commissioner Suesser seconded the motion.

VOTE: The motion passed unanimously.

PUBLIC COMMUNICATIONS
There were no comments.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Planner Caitlyn Barhorst commented on the Conditional Use Permit that was approved on August 14th for the property at 158 Main Street. At that meeting, and reflected in the Minutes, a question was raised as to whether the property line for the historic structure included the roof overhang. Based on the drawings presented at the time, Planner Barhorst thought it did; however, that was incorrect. She clarified that the property line is the existing structure and the roof overhang on the south side encroaches into the neighboring property.

Director Erickson stated that the original Minutes would not be changed. Instead, the correction would be attached to the action in the August 14th Minutes.

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Commissioner Suesser asked if that notation was included in what Planner Caitlyn had handed out on 158 Main. Planner Barhorst stated that the neighbor, Helen Hendrickson, had sent that email to her and the Commissioners indicating that the property line described in the August 14th meeting was incorrect. Commissioner Suesser asked if anything needed to be clarified in the Findings of Fact. Planner Barhorst answered no.

Director Erickson noted that 901 Woodside Avenue would be continued this evening because the City Engineer was not able to attend the meeting. However, it was noticed for public hearing and the Planning Commission should take public comment.

Chair Phillips disclosed that he would be recusing himself from the public hearing on 901 Woodside Avenue due to a conflict.

CONTINUATIONS – (Public Hearing and Continue to date specified.)

V.A. Marsac Mining Claim 61 (approximately 8925 Marsac Avenue) – Zoning Map Amendment. The Applicant is Proposing to Rezone a 1.2-acre Portion of Marsac Mining Claim (approximately 8925 Marsac Avenue) located within the Flagstaff Annexation Area from Recreation Open Space to Residential Development. (Application PL-18-04046)

Planner Rebecca Ward reported that the applicant for the Marsac Mining Claim 61 had requested a Continuance to a date uncertain. The item was noticed for public hearing.

Planner Ward noted that the Planning Department had received written public comment from Sandra Morrison with the Park City Museum; and her letter would be made available to the Planning Commission.

Chair Phillips opened the public hearing.

Sandra Morrison, with the Park City Museum, stated that the applicant was requesting rezoning of the property to residential development, to be consistent with the density approved for the 2007 Flagstaff Annexation and Development Agreement. However, the developer was requesting the benefits of the rezone without the encumbrances of the obligation. She did not believe that was in the best interest of Park City and its residents.

Ms. Morrison remarked that the first obligation was to reduce the historic explosives bunker. She provided a photo of the bunker. Ms. Morrison stated that the historic

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explosives bunker was located on the property. It is a unique building and one of the most photographed structures in Park City, but it is quickly imploding. The chimney has fallen in, the roof is collapsed, dirt from the retaining wall is sliding into the tunnel. Nothing is holding up the front façade and it will eventually fall backwards and lose its integrity. Ms. Morrison stated that the Flagstaff Agreement includes the obligation to preserve this historic building. Representatives from REDUS and the Empire Pass Owners Association recently stated that this property is not a signatory to the Flagstaff Development Agreement, so the Master Owners Association has no obligation to maintain this historic explosives bunker. She stated that if they have no obligation then no one does. Ms. Morrison pointed out that as stated in the LMC, the property owner has the obligation to preserve the historic building and site. The explosives bunker is listed on the Historic Sites Inventory. She read from LMC Chapter 11 15.9 - Preservation Policy. "These buildings, structures and sites are among the City's most important cultural, education, and economic assets. In order that they are not lost through neglect, demolition, expansion or change within the City, the preservation of historic sites, buildings, and structures is required." Ms. Morrison thought it was clear that the property owner is required.

Ms. Morrison referred to Exhibit C, the applicant's statement from the August 14th Staff report. The applicant stated that they intend to develop the property as multi-family residential. Ms. Morrison read from the LMC under Historic Preservation, "The Planning Department is authorized to require the developers to prepare a historic preservation plan, as conditioned, of approving an application for a building permit that affects the historic structure, site, or object. The Planning Director and the Chief Building Official, or their designees, must approve the historic preservation plan". Ms. Morrison wondered if they would remember that there is a historic explosive bunker on the site that has not been stabilized or maintained when the application is submitted to build the multi-family. She questioned whether the explosives bunker would survive until that time.

Ms. Morrison asked that this approval be in alignment with the Flagstaff Development Agreement, because that agreement was intended to preserve the historic explosives bunker that is so unique to Park City's history. Ms. Morrison remarked that the obligation in the Agreement required this building to be stabilized 20 years ago, and to be maintained in perpetuity. Instead the property owner has neglected this historic building and it has fallen into extensive disrepair. The obligation to preserve this significant structure should be included in the conditions of approval of this application before considering any approval. Ms. Morrison stated that in the interest of future clarity regarding the obligations of the Flagstaff Agreement for historic preservation and ongoing maintenance of this specific site, the responsibility needs to be specifically

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attached to the conditions of approval. Otherwise this building will be lost and forgotten and will suffer demolition by neglect.

Ms. Morrison stated that Finding #4 from the August 14th Staff report for this application states that on June 24, 1999, the City Council passed Resolution 20-99 authorizing the Flagstaff Development, which required the developer restrict development on certain properties, preserve the parking lots near City Hall, operate a private shuttle, spend millions of dollars on road construction, place a conservation easement on the acres and restrict development within the Flagstaff Mountain area to the designated pods. Missing is the Flagstaff requirement for the preservation of the historic mine sites; and specifically the explosives bunker identified on this property. Ms. Morrison reiterated that this requirement should be expressly included in the conditions of approval of this application. Ms. Morrison remarked that the Agreement also required the dedication of preservation easements to the City, as noted in Section 2.9.3 of the Flagstaff Development Agreement. She read, "…dedicating preservation easements with the City with respect to any such historically significant structures". She thought this requirement should also be expressly included in the conditions of approval.

Ms. Morrison noted that the Staff report also mentions the General Plan; however, this application did not meet the General Plan. She referred to page 595 of the August 14th Staff report and read Goal #4 – Open Space under Natural Setting. "The proposed zoning will maintain the recreation open space zone of the northern 2.7 acres of the Marsac Mill as intended by the Flagstaff Mountain Annexation and Development Agreement. Marsac 61 Development. "The applicant shall recognize and maintain access to trails and open space established in the Flagstaff Development Agreement. Ms. Morrison stated that the Flagstaff Development Agreement defines this historic explosives bunker as protected open space, as identified in Technical Report #5 of the Agreement. Ms. Morrison stated that contrary to the usual definition of open space, Technical Report #5 includes historic structures in the definition of open space. It specifically defines them as protected open space. Ms. Morrison asked the Commissioners to think of them as vertical open space. She referred to the Summary on page 1 of Technical Report #5 which states, Protected Open Space refers to portions of the plan area that will be preserved for the outstanding natural and/or cultural resource characteristics". Section 1.2 states, "The primary purpose of Protected Open Space is to promote the preservation of historic sites". "Another type of Protected Open Space applies to certain cultural resource sites. Several of the plans area, historic mine buildings, and associated structures are designed as Protected Open Space". Ms. Morrison stated that it specifically states that historic mine buildings and structures are open space. She pointed out that it was an interesting definition for open space. Ms. Morrison remarked that the August 14th Staff report states the application is in compliance with historic character, which is a goal of the General Plan.

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She read Goal #15, “Preserve the integrity, mass, scale, compatibility and the historic fabric of the nationally and locally designated historic resources in districts for future generations”. The Staff report indicates that Goal #15 is not applicable. Ms. Morrison felt strongly that it was applicable because the explosives mine bunker is listed on the HSI.

Ms. Morrison thought another consideration was the ongoing maintenance of the structure. The Flagstaff Agreement provided funding for the maintenance of protected open space, and that includes the vertical open space that is made up of these historic mine buildings and associated structures. She noted that the Flagstaff Agreement provided 1% of every real estate transaction to be collected into the Open Space Transit Management Fund in perpetuity. Ms. Morrison stated that since this property owner is not a signatory of the Flagstaff Development Agreement, the 1% fee will never be collected as these multi-family units are sold and the ownership is transferred. However, their neighbors next door will contribute to this fee. Ms. Morrison did not think that was fair. She thought the conditions of approval for this zoning amendment application should include a similar provision to support the ongoing maintenance of this historic structure.

Ms. Morrison summarized that for clarity in all future applications, and to abate the 20 years of neglect, the conditions of approval for this application should be revised to include the preservation and maintenance in perpetuity of the historic explosives bunker and the historic mine site located on this property by this property owner, and all future property owners. A date for stabilizing the building to be completed shall be explicitly stated. She suggested December 2020. Ms. Morrison stated that the conditions of approval should also include the dedication of the preservation easement of this explosives bunker and the associated historic mine located on the property in perpetuity. To provide equity with all current and future owners of Empire Pass, the property and the development should be subject to the 1% real estate transfer fee for historic preservation and to insure the long-term maintenance of this explosives bunker, as well as the open space on the property.

Ms. Morrison requested that the Planning Commission make the proposed zoning amendment fair and equitable. Many people spent an incredible amount of time crafting the Flagstaff Development Agreement and preparing Technical Reports #5 and 6, so all the historic sites within the 1,750 acres that were annexed into Park City would be stabilized and preserved in perpetuity. Ms. Morrison asked the Planning Commission to postpone this zoning amendment until the obligations for the preservation, stabilization, and the ongoing maintenance of the explosives bunker are clearly and unambiguously incorporated into the conditions of approval so in the future they will know who is responsible. She asked the Planning Commission to preserve

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this unique and amazing structure for future generations, because without their help it will soon be gone forever.
Ms. Morrison stated that after the reviewing the Staff packet from the work session on January 23rd she had an additional question regarding the actual location of the explosives bunker. She provided a handout of two maps that were taken from Exhibit B of the Staff report from the January work session. She had overlaid the two maps. The first one showed the overlay of the Marsac Mining Claim 61. The underlying map showed that the explosives bunker was not on the Marsac Mining Claim 61. Ms. Morrison hoped that the Staff would be able to answer the question before the next public hearing on this application to clarify whose property the bunker is located on.

Hope Melville stated that she agreed and supported Sandra Morrison's comments. Ms. Melville remarked that the historic bunker is a beloved historic mining structure. People have taken thousands of photographs standing in front of that bunker. Ms. Melville noted that it is a small structure and it would not take much to stabilize it. She urged the Planning Commission not to approve anything on Lot 61 of the Marsac Mining Claim until the explosives bunker is stabilized and a provision made for its maintenance. And it needs to be done in conjunction with the other Flagstaff Developers that are currently ongoing and their obligations for maintenance.

Chair Phillips closed the public hearing.

MOTION: Commissioner Hall moved to CONTINUE the Marsac Mining Claim 61 to a date uncertain. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed unanimously.

Commissioner Thimm understood that the location of the explosives bunker was unclear. City Attorney Harrington replied that the Staff would address that question to the best of their ability after they review the report. Commissioner Thimm clarified that it would be helpful when this comes back to know whether the bunker is on the property they are discussing.

Commissioner Thimm asked if the explosives bunker is one of the sites on the list for the inspection that was being done. Director Erickson was unsure and offered to look into it. Commissioner Suesser understood that they would be presented with a list of historic structures. She hoped the report would designate who was obligated to repair and maintain a specific site.

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VB. 245 Woodside Avenue – Plat Amendment – Proposal to remove an interior Lot line to create one (1) lot of record 2,812 square feet in size.
(Application PL-19-04209)

Chair Phillips opened the public hearing. There were no comments. Chair Phillips opened the public hearing.

MOTION: Commissioner Van Dine moved to CONTINUE the 245 Woodside Avenue Plat Amendment to October 23, 2019. Commissioner Hall seconded the motion.

VOTE: The motion passed unanimously.

WORK SESSION

Park City Visioning 2020

Linda Jager, Community Engagement Manager for Park City, introduced Jed Briggs with Budget and Strategic Planning, and David Beurle, with Future iQ, the consultant on the 2020 Visioning project.

Ms. Jager stated that every ten years Park City Municipal engages in a Community Visioning project. After discussions with community members and getting feedback, the City draws up a vision statement and action plans that help inform the strategicals, and also help the Planning Commission with the General Plan. Ms. Jager reported that Vision 2020 was kicked off in June and it will be finished in January when the plan and the vision is presented to the City Council.

David Beurle provided an update of where they are in the process, as well as initial feedback. Mr. Beurle stated that the City Council instructed that the process be open, transparent, instructive and inclusive. The goal was to reach many people and to give the stakeholders and residents a say in the future. He presented a slide with a link to the project portal that can be reached from the City website. Mr. Beurle noted that all the material discussed this evening was either currently posted online or would be shortly.

Mr. Beurle stated that the planning process was fairly deep and extensive. He presented a diagram showing the major steps in the process. A community survey is currently running which asks people to react to topics and issues. Approximately 650 had taken the survey, and it would continue until November. Mr. Beurle believed there was useful information inside the survey that will be helpful to the Planning Commission

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moving forward. Mr. Beurle reported that a Park City Think-Tank was held at the end of July. It was a two-day event and approximately 35 residents took the time to think deeply about the future and different possible scenarios. That report would be posted tomorrow. Mr. Beurle stated that they were currently involved in community engagement where a series of engagement sessions are held to allow people to interact and react to those scenarios. Earlier today they had a session with the City Staff. They also met with diversity representatives. Tomorrow they will be at the high school talking to students. Another round of input would occur in October. At some point they would also reconvene the Think-Tank.

Mr. Beurle stated that they were currently talking about this as being a future summit to compile all the information and to give the community a chance to provide input. That would lead to a strategic and high-level plan early next year.

Mr. Beurle stated that his observation of the planning process in Park City is that this community is a sweet spot. It is a highly successful, accomplished community with many good things occurring. However, the future might be more problematic. Mr. Beurle remarked that the framework tries to tease out a series of plausible scenarios so they can understand the implications of different directions.

Mr. Beurle remarked that in the Think-Tank they were trying to identify what were considered to be the big future-splitting questions in front of Park City as a community. Depending on the outcome, the questions could have a dramatic impact on the future and the shape of Park City in the future. Mr. Beurle identified two major questions. One was about community evolution. How does the community fabric, the community orientation, and the focus of the community evolve over the next decade. The next continuum talks about development trajectory and how this community deals with growth that is occurring around the community and how to respond. Mr. Beurle presented a graph showing the community evolution access. The left side talked about an iconic destination Mountain Town. The question is what happens here and what are the implications and how it plays out if the community continues being an iconic destination for another decade. He pointed out that the other side asked a very different question of what if the community embraces adapting and evolving in a direction that is more about building community fabric and being a place where multi-generational families can live.

Mr. Beurle stated that another question is what happens if Park City gets absorbed by growth. He noted that there was a lot of attention in the previous Visioning to Keep Park City Park City and to only focus on the ZIP Code and the City Limits. However, tens of thousands of units of development surround Park City. If that development overruns Park City, how will that change the future of Park City. An alternative question

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is should Park City be architects of the future and get ahead of that growth. Should they begin to think more aggressively about technology, getting involved in regional conversations, and applying innovative solutions to some of the systemic issues.

Mr. Beurle remarked that the basic framework creates four different scenarios. In the Think-Tank they had people develop out what Park City might look like in 2030 if the conditions on the ends of the axis combine. For example, what happens if remaining a destination ski mountain town is combined with being architects of the future, and it plays out at a social and community level. Mr. Beurle stated that the names of the scenarios gives a clue to how the participants see the future.

Mr. Beurle presented some of the initial data. He pointed out that the lower left side of the Matrix represented no change. The upper right side represented the greatest amount of change. They also asked people to think about expected futures and preferred futures. Expected futures is where they expect the community to end up if there are no major changes in the current trajectory. Preferred future is the optimal future of Park City. Mr. Beurle stated that the data was preliminary from the Think-Tank and they were doing the same work with people in the community engagement sessions. He noted that the green chart were responses to the expected future. The preferred future looks very different because that group embraces bold change.

Mr. Beurle emphasized that this was still preliminary and they intend to speak with more people in the community. However, he believed what they have at this point reflects a deep appetite for doing things differently in Park City. In all the engagement sessions he heard that people have concerns about the trajectory particularly on community evolution; and also on the axis of the development trajectory. He believed the process gives the community the opportunity to think about the big issues that will shape the future, and what the community needs to do to find the sweet spot of where they want to be in 2030.

Mr. Beurle outlined the next steps in the process. They will continue with community engagement sessions, which will allow everyone interested to provide input. They will reconvene the Think-Tank and follow up with focus groups. Mr. Beurle stated that based on the feedback, many people are concerned that if they do not begin to think more boldly, Park City will be stuck in a reactive mode due to the changes that are occurring around the community.

Director Erickson stated that as a Planning Commission, their role would be to align the information from the Vision 2020 to the 2014 General Plan, or upcoming plans, and with the 2030 Plan. As the Planning Commission revises the General Plan, whether they move towards bold functioning or move to remain the same, the General Plan can

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reflect the gathered information and they can use it to align the Land Management Code.

Chair Phillips asked if the General Plan would be updated after the Visioning. Director Erickson replied that it would occur at some point. The City Council first needs to digest this information and provide direction to begin considering certain elements of the General Plan. Director Erickson pointed out that some of the key elements were already in process, and they were currently updating Transportation and Housing.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

VIII.A. 1330 Empire Avenue, 1302 Norfolk Avenue, 1361 Woodside Avenue, and 1323 Woodside Avenue (Woodside Park Phase II Master Planned Development) Remand. On July 16, 2019, the Board of Adjustment reviewed an Appeal of the May 22, 2019 Planning Commission approval of the Master Planned Development application and remanded the review of Setbacks for the Master Planned Development application to the Planning Commission pursuant to LMC 15-6-5(C). The Planning Commission will review the applicant's updated submittal for compliance with 15-6-5(C) Master Planned Development Requirements - Setbacks.
(Application PL-18-03822)

The team representing the applicant, Park City Municipal, introduced themselves. Anne Laurent, Community Development Director; Jason Glidden, Housing Development Management; and Kelly Morgan and Jarrett Moe with Method Studio, the project designers.

Planner Hannah Tyler stated that this item was the remand of the Planning Commission decision regarding setbacks. She reported that the Planning Commission previously approved the Master Planned Development for the entire project, including the setbacks consistent with the Recreation Commercial Zone (RC) requirement. Planner Tyler stated that LMC Section C of the Master Planned Development requirements gives the Planning Commission discretion to specify development setbacks to the underlying zone in order to achieve architectural interest and variation.

Planner Tyler explained that after the Planning Commission approval, the application was appealed, and the Board of Adjustment reviewed the Appellant's four appeal points. The BOA denied three out of four of the appeal points and remanded Appeal Point #2 regarding setbacks back to the Planning Commission. Planner Tyler stated that the BOA wanted to give the Planning Commission the opportunity to review the

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adequacy of their previous Finding of Fact related to the approved zone setbacks for the project.

Planner Tyler stated that in response to this remand, the applicant had submitted supplement information that supports Finding of Fact #15 and Finding of Fact #19, consistent with the analysis on page 50 of the Staff report. This was an effort to assist the Planning Commission in better clarifying the previous approval of the setbacks as allowed within the MPD process, and consistent with the purposes of the MPD.

The Staff recommended approval of the proposed setbacks consistent with the Planning Commission's previous decision; and because of demonstrated compliance with the Land Management Code.

Jason Glidden stated that they were present this evening on behalf of the applicant to provide the Planning Commission with more information to reaffirm the decision that was made a few months earlier. Mr. Glidden stated that within his job as Housing Development Manager, he is tasked with providing affordable housing. There is a severe housing shortage currently, but that is only one part of his job. He is also tasked as a City employee to help the City further its other critical priorities, which include transportation, energy, and social equity. Mr. Glidden noted that he needs to keep all those elements in mind when they design these projects. Together, these priorities and goals help to make a more complete community and add a community benefit for the area.

Mr. Glidden stated that he is experienced in community engagement and reaching out to the community to learn their desires. Through that community engagement process, they try to incorporate those needs and desires into these projects to add the most community benefit possible. Mr. Glidden noted that the planning process for this project started over ten years ago, and it has gone through several community engagement events to gather information on what the community wanted to see at this site. That information was incorporated into the design as best as possible.

Mr. Glidden remarked that the Staff believes that the benefits of this design help to provide architectural interest; but more importantly, the community benefit they have worked to identify. The request for the zone required setbacks is necessary to accomplish some of these benefits and the desire of the community.

Mr. Glidden highlighted some of the public benefits. The first is the public walkway that runs from Park Avenue to Empire Avenue. The walkway will provide additional connectivity for both the community and guests. It will help to encourage alternative means of transportation. It also accomplishes Purpose #10 of the MPD process; as

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well as Purpose #6 of the RC zone. The second benefit is a variety of housing options. The current design allows for townhomes and stacked flats in the design, and still maintain single-family. He pointed out that variety housing is a goal of the City in order to accommodate the different needs and wants of the people looking for affordable housing options. It also accomplishes Purpose #5 of the MPD process and Purpose #5 of the RC zone as stated in the LMC. Mr. Glidden stated that another community benefit is more usable open space. The design currently has a connection with the open space and the public walkway. That connectivity will promote more use of the open space; rather than pushing open space out to the edge of the buildings if forced to comply with the 25' setbacks. Mr. Glidden noted that more usable open space is Purpose #6 of the MPD process. He reiterated that the zone setbacks are necessary to accomplish all the benefits outlined.

Kelly Morgan with Method Studio applauded the City for the Vision 2020 that promotes affordable housing. Mr. Morgan noted that the issue this evening was about setbacks and reinforcing the original Planning Commission approval. When approval was given, he felt the design intent was clear and it was supported by the Planning Commission. They were back this evening to be clear that allowing the zone setback is both necessary and desired for the success of this project.

As part of reinforcing the original approval, Mr. Kelly talked about the term "architectural interest" and what it means in the community and day to day lives. In their professional opinion as architects, "architectural interest" relates to physical massing, but it also has an intangible and experience quality to it. In defining architectural interest, it is their job as architects to know and understand all the contextual queues they get from the projects around them. He presented an image of this project set into the context of the neighborhood. Mr. Kelly stated that some items that bolster the architectural interest of this project were the six townhomes on the front that provide a stepping down of the massing and relating to the context around it. As they step back, the larger mass of the project holds stacked flats in the middle of the block. As it goes higher on the hill and closer to Empire, the massing breaks down again and steps up the hill to relate to the context of its location. Mr. Kelly believed the allowance to utilize these lesser setbacks greatly enhances their ability to design a better and more contextual project. It allows them to break down the mass and make the project more pleasant and more compatible with the fabric of the neighborhood.

Mr. Kelly provided another image of what the project would look like along the streetscape of Woodside. He thought it felt very welcoming and complimentary, which also equates to architectural interest for the project. Another slide was a view looking from Park Avenue through Woodside Phase I; and across Woodside Avenue to the existing Senior Center. Mr. Kelly stated that the alignment is very important in terms of

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blending into the fabric of the neighborhood. He indicated the pedestrian path, which is a key element in the success of the project in terms of making it architecturally interesting and functional for the community. It allows the ability to provide a welcoming atmosphere and a functional aspect of allowing access to the Resort. It also allows the ability to break apart these buildings into a variety of uses and masses for a more pleasing living experience.

Mr. Kelly presented a sight plan showing how the project would look like if the 25' setbacks are imposed along the entire perimeter of the property and how it would affect the usability. He pointed out that it greatly reduces the ability to provide an appropriate distribution of open space. It also limits appropriately sized structures. It forces a consolidation of structures to the middle and creates a more monolithic structure, which they tried to avoid. Mr. Kelly noted that the project, as designed with the zone setbacks, does not push any closer to the property lines than absolutely necessary; and in many cases they match the 25' setback. He stated that part of the appropriateness of designing these structures was recognizing and respecting the surrounding neighborhood. They could have pushed closer to the property line and added additional density, but instead they respected the neighborhood context and only went as far as they needed.

Mr. Kelly presented a streetscape looking from Empire and indicated a rhythm and scale that was respected. The reduced setbacks allow the project to build on the continuity of architectural interest that is already provided in the community. Mr. Glidden noted that the other structures on the street are closer with 5' and 10' setbacks. This design creates more space between the project and the neighbors. Mr. Kelly presented an elevation of the Woodside streetscape.

Mr. Kelly stated that they tried to do their due diligence to make the project comfortable without being imposing, and to address the scale on the side that lines up against the Historic District. He noted that even though their design is not required to adhere to the Historic District, they still respected the scale of the Historic District. Mr. Kelly believed that underscored the idea and definition of "architectural interest" and how it adds to the pedestrian experience. He thought the pedestrian area in the center that leads up the hill adds to the pedestrian experience because it invites residents, visitors, and Resort users to explore, utilize and enjoy this space. If the setbacks are imposed, they would not have that freedom and ability to create a more inviting project.

Jarrett Moe noted that the six townhomes have porches and steps that address the street. He thought that was also a key benefit of the project.

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Mr. Kelly stated that they were asked to look at alternatives to the setbacks and what it would do to the project. The intent this evening was to illustrate the impact it would have on architectural interest. The project was designed with architectural interest in mind, and if the MPD setbacks are imposed it would be detrimental to the design and the success of this project. In addition, they tried to adhere to the LMC and the Zoning District. He believed the project design meets the Code in terms of neighborhood compatibility, strengthening the Resort character of Park City, encouraging usable open space, and promotes pedestrian connections with adjacent areas throughout the community. Mr. Kelly believed the zone setbacks are necessary and desirable for the success of this project.

Jason Glidden thought this was an acceptable request of any MPD. He noted that a number of previous MPDs received this exception to reduce the setbacks to the required zone setbacks.

Chair Phillips opened the public hearing.

Nikki Deforge, stated that she was speaking on behalf of Doug Lee, whose family owns the home adjacent to the Woodside MPD on Empire. Mr. Lee and his home are directly impacted by the setbacks for this project. Ms. Deforge stated that as she explained previously, the reduced setbacks for this project are legally unsupportable under the governing Park City ordinances. She noted that the Planning Commission approved this project with the reduced setbacks over Mr. Lee's objection, and it was consequently appealed to the Board of Adjustment. Mr. Deforge remarked that the Board of Adjustment unanimously agreed with Mr. Lee, voting to remand the project back to the Planning Commission because of the reduced setbacks, which did not comply with the legal requirements.

Ms. Deforge stated that there was no dispute as to the governing ordinance. It requires a minimum setback around the entire exterior boundary of at least 25'. She was disappointed to hear a statement from the Planning Staff that the Planning Commission can reduce those setbacks in order to provide architectural interest and variety. Ms. Deforge wanted it clear that that was not the legal standard. She stated that the legal standard is that the 25' setback cannot be reduced unless it is necessary to provide desired architectural interest and variation. That is the only legal basis for a reduced setback. Ms. Deforge stated that under this mandatory legal standard, the applicant must show that reducing the setback is necessary; not desired or wanted. It is not enough to simply point out architectural interest and variation in the project, as the architects have done this evening. It is not enough to find that reducing setbacks might result in some architectural interest and variation. It is not legal to agree to setback reductions because there are benefits to the project, or public amenities in the project,

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or because they like the project, or because there is a severe housing shortage. None of those reasons are enough legally to support reduced setbacks from the 25' minimum. Ms. Deforge remarked that the setbacks requirements protect neighbors and reductions are allowed under very limited conditions.

Ms. Deforge noted that instead of the 25' perimeter setback, the developer was requesting 10-20' for front setbacks, 5-10' for side setbacks, and 5-10' for rear setbacks. That would be up to 80% reductions in setbacks from the default for MPDs under the ordinances. Ms. Deforge asked the Commissioners to imagine if they were the neighbor living next door and entitled to the 25' setbacks. In going through the Staff report, she asked them to think about whether these big setbacks reductions were necessary for architectural interest and variety. She thought the key word was necessary, because there was not a single claim in the Staff report or a Finding by the Staff that reduced setbacks are necessary in order to provide architectural interest and variation. She noted that the word "necessary" was only used when referring to the ordinance itself and the language in the ordinance.

Ms. Deforge read from Finding #15 in the Staff report. "Woodside Park Affordable Housing Phase II is requesting a setback reduction to the zone required setback so the development is aligned with the neighboring properties along the streetscapes of Empire, Norfolk, and Woodside". She stated that the applicant was also requesting an additional rear yard setback reduction to 5' from the required 10' for a portion of Lot 2 to accommodate a utility easement. Ms. Deforge remarked that neither of those reasons were encompassed within the ordinance. She noted that many neighboring properties on the streetscape have 25' setbacks, including Mr. Lee's home. In order to align with the streetscapes, it is not necessary to reduce the front setback to 10-15'. Ms. Deforge felt this was an attempt to justify reduced setbacks by claiming they align, when that was never the reason for the reduced setbacks. The project was designed and they are now looking for after the fact excuses for justification. Ms. Deforge remarked that there was no attempt to justify the rear setback for the utility easement as being remotely necessary for architectural interest and variety. Ms. Deforge stated that the building parapet wall on the other side of the 5' setback at the back of Mr. Lee's property would be at an elevation of 6,935 feet. The apartments at that level will look straight into his bedroom.
Ms. Deforge stated that regardless of anything else, there was no way the setback reduction falls within the necessary for architectural interest and variety exception.

Ms. Deforge reviewed a number of the statements in the Staff report that are meant to justify the reduced setbacks. She asked the Commissioners to decide if they are actually necessary for architectural interest and variety. The first is that the setback reduction will result in increased architectural variation. She explained why she

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believed the requirement to comply with the 25' front setbacks would not alter anything, especially since many of the buildings on the street are already at 25'. The second statement is that the setback reduction will result in increased architectural variation because of the broken-up massing of multiple buildings rather than one large mass. She pointed out that nothing in that statement denotes the reduction as being necessary per the legal standard. Ms. Deforge noted that reduced setbacks are not required to break up the massing because it can be done easily while still complying with minimum setback requirements. She pointed out that in the footprint shown this evening, the buildings were not affected by complying with the 25' setback. However, the middle portion with the wide walkways would be impacted if they were required to comply with the 25' setback. The third statement is that the setback reduction will result in increased architectural variation because of the clustering of density towards the center of the site. Ms. Deforge pointed out that clustering of density in the middle does not require reduced setbacks, and instead eliminates the need for reduced setbacks. The fourth statement is that the setback reduction will result in increased architectural variation because of increased public plaza space and walkway. Ms. Deforge thought they could easily have public plaza and walkway space without reduced setbacks. As the architect admitted, the walkways are extremely wide and not necessary. It is not proper to increase these public areas at the expense of the neighbors' setback rights simply because it was designed that way. Ms. Deforge remarked that it was not an issue of necessity for architectural interest. It is a land grab at the expense of the neighbors. The fifth statement is that the setback reduction will result in increased architectural variation because of more welcoming and approachable pedestrian and trail connectivity. Ms. Deforge stated that it was not necessary to reduce setbacks in order to have approachable pedestrian and trail connectivity. The sixth statement is that the setback reduction will result in increased architectural variation, because of variation between the architecture of each building. Ms. Deforge thought this clearly was not a reduced setback issue. The buildings can be varied without reducing the setbacks.

Ms. Deforge emphasized that there were no Findings as to why reduced setbacks are necessary. The reality is that the project was designed based on an assumption that they would be given reduced setbacks to the underlying zone and not held to complying with the 25' setback required by the MPD. The applicant is here after the fact trying to justify the design and the need for the reduced setbacks. In the previous reports there was no mention of necessity or architectural interest and variety, and no justification for the reduced setbacks. She believed there was an expectation that the setbacks would be approved because this was a City project. Ms. Deforge stated that liking a project and wanting to see it move forward is not a legal basis for setback reductions, as the BOA found.

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Ms. Deforge commented on recent statements made by the City in the media that this was a matter of Not In My Backyard opposition to affordable housing. She found that to be disappointing because it was an effort to delegitimize the valid concerns raised by the neighbors; and the failure to comply with the City ordinances. For example, the neighbors previously voiced concerns that the parking did not meet Code, and the City was forced to remove a townhouse. They raised another concern about the City counting the roof of the parking garage as open space, and the City was forced to change those calculations. Ms. Deforge stated that the neighbors have repeatedly raised the concern about the legally unjustifiable setback reductions. After being dismissed by Staff and the Planning Commission, the finally got the validation in a unanimous decision by the Board of Adjustment that the setback reductions were not legally supported. Ms. Deforge pointed out that none of those things were mentioned in the statements about this being a NIMBY claim in the media. The neighbors have also raised numerous other concerns they believe are equally valid and they intend to pursue if this project is approved. Ms. Deforge emphasized that this was not a NIMBY situation. It is a situation of trying to get the City to comply with its ordinances.

Ms. Deforge commented on another problem on the flip side of the NIMBY claim. She stated that when a project is not in their backyard they tend to "screw over" the neighbor who is adjacent to that project in order to get as much perceived public benefit as possible. She urged the Planning Commission not to allow that to occur with this project. They should not shove the setbacks for the project as close as possible to the neighbors' property lines so they can have a nice firepit in the middle of a plaza with very wide walkways. Ms. Deforge believed they could easily comply with the setback requirements with a few tweaks without needing to redesign all the buildings. They need to balance the perceived public benefits and cool designs with the neighbors' rights and entitlements to the setbacks. Setbacks protect the neighbors and they cannot and should not be reduced absent a clear bonafide absolute necessity. Ms. Deforge did not believe that necessity was present in this case at all.

Doug Lee stated that he was representing his family, the owners of 1356 Empire, adjacent to the project. His family has owned this property for 40 years. Mr. Lee stated that he is a licensed architect and his specialty is designing new additions to Historic Districts. He believed his experience made him well-qualified to judge the impact of the setback reductions in this project. Mr. Lee highlighted the key points of his opposition to Woodside II as currently designed.

Mr. Lee reiterated his previous comment that he fully supports the concept of increasing affordable housing in Park City. However, as a City-owned, publicly sponsored project, Woodside II should benefit all the stakeholders, including the immediate neighbors; not just the future residents of the project. Mr. Lee stated that he speaks for a group of

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about two dozen neighbors who strongly believe that this project should be built without any exceptions to the setback requirements. He noted that during the Board of Adjustment hearing, the Planning Staff frequently mentioned that the project had been designed in consultation with the neighbors. Mr. Lee wanted it on the record that none of their concerns regarding traffic, density, setbacks, and historic preservations, which they have raised consistently over the last year, had been addressed at all. He added that the Board of Adjustment members, along with Commissioner Suesser, were highly sympathetic to all these issues. Mr. Lee suggested that rather than study ways to fit the building within the by-right setbacks over the last few weeks, the Planning Staff has simply insisted that the projects complies as it is. Mr. Lee noted that this was not in the spirit of the Board of Adjustment comments, where they explicitly requested that the Staff show why the applicant could not fit the project within the by-right setbacks.

On behalf of his neighbors and himself, Mr. Lee hoped that the City and Planning Department would listen to their concerns and incorporate their feedback by complying with the 25' setbacks.

Ed Parigian a resident at 1302 Norfolk, spoke about the unworkability of the reduced setbacks. He presented a slide showing a cube building 15' from the back of the historic house on Empire. That includes the 5' setback required for the house and the 10' setback required for the cube. The 15' driveway literally touches the house and the house literally touches the cube. Mr. Parigian pointed to a driveway on the east side of the historic home. His Subaru Forester is 15-1/2 feet. He questioned how someone with a larger car or a suburban could get out of a 15' driveway. Mr. Parigian commented on the inconsistencies between the Staff report and the MPD. He noted that pages 8-10 showed a buffer between the house and the driveway, but that buffer does not exist. He reiterated that the driveway literally touches the house and the cube building. Mr. Parigian understood what the City was trying to do. They acquired this piece of property after the project was initially designed, and they just squeezed in a cube. He did not think that was architectural interest at all and he thought everyone could agree that the cube offered no variety. Mr. Parigian showed a picture of his own car trying to back out of a 15' driveway with a 16' car. Norfolk is a narrow street that is not maintained by the City. He had placed trash cans to show 15' from the driveway and a slide of his car trying to back out. He pointed out that the trash cans would be a building and no one would be able to back out without hitting the building. He showed a slide of his car struck in the middle of the street with nowhere to go because there are buildings on both sides. Mr. Parigian pointed out that this was not a good plan. Fifteen feet with a building on both sides is not a workable solution. There is no way people can back out of their spot. He thought the plan disrespects the historic home. He pointed out that they were using the backyard of that home to calculate the open space.

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He was unsure why they would include it when the property would eventually be sold separately and will not be part of the project.

Mr. Parigian also agreed with the previous comments that the reduced setbacks are not necessary for architectural interest. He was not opposed to the project, but the scenario put forth was not workable.

Chair Phillips closed the public hearing.

Jason Glidden addressed the comments by Ed Parigian regarding the setbacks between the historic home and the actual building. He stated that the setbacks for the buildings across the street on Norfolk are significantly less than 15'. In addition, if the 25' setbacks were enforced, it would basically make that side of the property non-developable because there is no way to meet a 25' setback. Mr. Glidden remarked that the lot is large enough in the Old Town area to split off and sell as a separate lot; however, that would reduce the setbacks down to 5' to 15'. If the 25' setbacks were enforced, the result would be a 5' setback on each property line for a total of 10'. Mr. Glidden pointed out that if these lots were split into individual lots and developed, the developer would have every right to have the zone setbacks at 10'. He clarified that they were only asking for 10' in certain portions of the property.

Chair Phillips asked about the comment of allowing an exception to setbacks because of it being necessary. He asked if the Code reads the way the Staff has interpreted it. Planner Tyler read from the purpose statement of the Master Planned Development section of the Code. "A project to have design flexibility necessary for well-planned mixed-use developments that are compatible with the surrounding neighborhood." Planner Tyler stated that within the MPD section is a Setback section that says, "…necessary to provide desired architectural interest and variation". Planner Tyler believed the architectural team was trying to portray that they find it is necessary to allow for the setbacks to be reduced to the zone requirement to allow for breaking up the massing. Planner Tyler remarked that architectural interest can mean different things to different people. At this point, they were discussing what the architects have been able to achieve by the zone required setbacks that are consistent with the intent of the MPD section. She explained that the purpose of going through the Master Planned Development process is not only because of larger projects, but to give the Planning Commission the discretion to allow for flexibility.

Chair Phillips agreed. The Code language reads, "necessary to provide desired architectural interest and variation". He pointed out that the language did not say necessary to put up a building. Chair Phillips recalled that the Planning Commission covered those discussions and asked questions regarding the impacts with lesser

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setbacks. They also discussed how it would impact the rest of the project. Chair Phillips stated that as he looks at the main exhibit with the setbacks overlay of the existing buildings, he could picture the area within the red lines as being space for a building, which would result in a less desirable building that would impact the neighborhoods and the streets and be less compatible. Chair Phillips remarked that it was like a balloon. If you squeeze one side the other side gets larger. He believed that increasing the setbacks would negatively impact the streetscapes, as the architects had illustrated. Chair Phillips could see why the Planning Commission came to their original conclusion.

Commissioner Thimm stated that after the presentations and comments this evening, he had not changed his mind. He was disappointed that the design team did not show that by actually building to the setback lines along Woodside Avenue, the mass would have gone along Woodside Avenue instead of at the center of the site. Commissioner Thimm had pictures of the properties and this site would not be in character with the existing development going north and south on Woodside Avenue. Commissioner Thimm stated that in looking at the architectural character and the massing of the buildings, he believed the reduced setbacks are necessary to maintain the character of this neighbor. Commissioner Thimm remarked that breaking down the mass with the six townhouse units that touch Woodside Avenue in a residential way was important. Having a stoop and a porch and the feeling of a front door along Woodside Avenue is the right thing to do. A multi-story stacked flat building along that face would take away from the overall character.

Commissioner Thimm understood that public input has been that the large plaza space is not needed running east-west through the project; however, he sees it as a huge public benefit. It also serves to break down the massing. Commissioner Thimm recalled that when the Planning Commission originally reviewed this project, he was asked if the setback reduction was necessary and whether it provided architectural scale. At that time, he said it did and it was necessary. He explained that the alternative would be to put huge mass along Woodside Avenue but that would not be in character. In order to maintain the character and some of the precepts and requirements of the zoning, they need to look at the entire site and not just the face of each street. For that reason, he came to his original conclusion and he still believes it is right.

Commissioner Thimm believed that the City put an initiative in place for building affordable housing where it is needed, where people can walk to work, and be a part of the community on a day to day basis without driving in from Coalville, Heber, or other outlying areas. The way to do that is to densify. Commissioner Thimm thought it was about gives and gets. The City has been looking at ways of providing much needed

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improvement to existing situations such as traffic, etc. Commissioner Thimm stated that in his opinion, putting affordable housing of this quantity in a very well-tailored site and putting the mass towards the middle of the block makes a lot of sense.

Commissioner Suesser stated that she would like to see this project built on the site, and she would like to see it approved. However, she believed the Planning Commission has the obligation to apply the LMC to the project, and the Code requires that the 25' setback must be put in place unless it is necessary to reduce the setback. She thought the requested setback reductions were significant and she did not think they appeared to be necessary. Commissioner Suesser believed the important public walkway could be accomplished without being as wide as planned. In her opinion, the requested setbacks are not necessary and they do not comply.

Commissioner Kenworthy found that the reduced setbacks were necessary. The scaling and the spacing provide the architectural requirement that allows for it. He believed the spacing more than compensates for the setback reduction. Commissioner Kenworthy stated that he also found the reduced setbacks necessary due to neighborhood compatibility. Whether the lots are divided into small lots with a 5' setback or a reduced setback on a large-scale development, the reduction is necessary. He thought it was a better option than putting a 25' setback around the project resulting in a huge mass that would not be compatible in the neighborhood.

Commissioner Hall concurred with Commissioners Thimm and Kenworthy that it is necessary to achieve the architectural variation. When she looks at the red outline, she thinks of a mini-Walmart design that would result from not having architectural variation. She believed if they complied with the setbacks and kept the same density, they would most likely get that type of massing, which is unacceptable.

Commissioner Hall understood that the front setback on Empire was 20' for the townhomes. She asked if it was possible to make that setback 25' or to realign the exterior wall. Jarrett Moe stated that Commissioner Hall was correct in her assumption that the northwest corner comes closest to meeting the MPD setback. They were looking at a roof plan view and the roof has 2' overhangs. Therefore, the wall in the northeast corner is where they approach the 20' setback. Moving to the south and west, that wall will comply with the 25' setback. He explained that the reduction to 20' is needed for the location of the northwest corner. Commissioner Hall thought it was such a small piece of the overall project that she would like it to comply with the 25' setback if possible.

Mr. Moe understood that Commissioner Hall was asking about the implication of sliding the Empire townhomes to the east. He explained that the townhomes were situated in

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the location shown because the most significant grade change across the lot occurs on the east side of the townhomes. Even though the ridgelines are within the allowed height, every foot they move to the east changes the perceived impact of those ridgelines in relationship to the slope. Commissioner Hall asked if it would still be within the maximum height without needing a height exception. Mr. Moe replied that it would be within the allowed height; however, the visual impact to the neighbors would change because the perceived ridge height would be greater. Mr. Moe remarked that the applicant was taking input from the neighbors and trying to balance the different constraints. He stated that the difficulties of the site do not allow moving one piece while everything else remains the same. Making one small move ripples throughout the site.

Chair Phillips referred to the area next to Ed Parigian's house and asked what units were within that square. Mr. Moe stated that it was four one-bedroom apartments. Chair Phillips asked if there was a vestibule area between the next stacked flats. Mr. Moe replied that it was an egress stairway.

Commissioner Hall stated that in talking to various neighbors, the general consensus was that people prefer more overhang on the front setback versus extending on the rear setback. Mr. Moe clarified that it would be the relationship of the ridge to the existing grade. If they were to move five feet to the east, the perceived distance between the existing grade and the top of the ridge would grow, even though it stays within the allowable height. The neighbors on the north and south would perceive that as a tall mass. Based on neighborhood impact, that was not a desired approach. Chair Phillips understood that it was necessary to move into the setback in order to create better architectural variation that would benefit the neighbors. Mr. Moe answered yes.

Commissioner Van Dine referred to the Empire setback and asked how much was actually roof and how much was building. Commissioner Thimm thought the question was how much over the 25' setback was the building line. Chair Phillips pointed out that roofs are allowed to go into the setback. Commissioner Thimm asked if there was a limit on how far a roof could extend into the setback. Planner Tyler stated that there are setback exceptions within the zone, but she was unsure whether they apply to the boundary setback. If they do, Planner Tyler assumed it was two or three feet of an exception.

City Attorney Harrington would verify with the Code, but he thought any of the generally applicable exceptions for window wells and overhangs would continue to apply.

In response to the question regarding the building line in relation to the 25' setback, Mr. Moe replied that the building line extends approximately 3-1/2 feet in the northeast

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corner over the 25' setback line. Commissioner Thimm asked if the building line would comply if the width of each of those five units was reduced 9".

Anne Laurent reminded the Commissioners that these projects were being done to meet a goal and to create density. She thought it would be unfair to ask the applicant to reduce their entitlements to develop the site for the purposes of a few inches. They could shift the entire building if they are required to meet the 25' setback; however, it would impact the view corridor. Ms. Laurent pointed out that they were already within the allowed density.

Commissioner Hall asked if it was possible to move the units to the east 3-1/2 feet. Ms. Laurent stated that if they were directed to meet the 25' setback, she did not believe they would accomplish it in that way. Commissioner Hall thought it was absolutely necessary to reduce some of the setbacks in order to achieve architectural variation. However, she was trying to find a way for some of the setbacks to comply if at all possible. She offered suggestions as a compromise or trade-off. Ms. Laurent remarked that any time something is moved, they give up something else. She was happy to address the concerns of the trade-off, but in talking about moving a few feet here and there, they would like clarity from the Commissioners on what that would achieve. They could shift it, but the result would be a taller edge. If the Planning Commission would prefer that, they would be happy to do it.

Commissioner Hall stated that after hearing the explanation and the impact to the view corridor, she understood why shifting the units was not a good idea. She thanked Ms. Laurent and Mr. Moe for walking her through it. Ms. Laurent stated that they have spent many months working on all the details, and she was not willing to redesign it on the spot. Commissioner Hall was not asking for a redesign. However, she questioned why some of what the Commissioners were suggesting was not originally considered by the design team. Planner Tyler stated that the Housing Team and the Project Team worked with the northern neighbor on roof heights and reached the point of placing the structure where it currently sits. Shifting the units would make the building taller, which is directly opposite of what they did to lower the building to the greatest extent possible.

Commissioner Van Dine thought the explanations gave the Planning Commission the "necessary" to justify the reduced setbacks. Making one change to meet the setbacks creates an impact somewhere else. She believed the justification for "necessary" was more than just a blanket excuse of architectural variation or interest throughout the project.

Mr. Moe walked through some technical points to illustrate the complexities of the site and the project in terms of the slope and how the property boundaries were currently

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drawn.

Chair Phillips thought the combined explanations illustrate why it is necessary to reduce the setbacks to the zone requirement. Chair Phillips still believed the setback exception was necessary.

Director Erickson stated that if the Planning Commission chooses to approve the MPD in accordance with the Staff recommendation, he suggested that the motion direct the Staff to modify Findings of Fact #15 to address the specific comments this evening regarding height and parking and the necessity for the setback variation.

Commissioner Thimm thought the northernly set of stacked flats could be moved south to observe the 25' setback. He would like that to be a condition. Commissioner Thimm thought the width of the five townhomes could be reduced to observe the 25' setback along Empire Avenue. He understood the argument that the project was within the allowed density, but he was hard pressed to understand why those two setbacks could not comply. Commissioner Thimm asked if the applicant was willing to accept those two conditions. Commissioner Thimm clarified that he was not talking about reducing the width of the stacked flats. He was suggesting that they move the module down four or five feet. He understood that it would reduce the plaza space, which was already generous in size.

Commissioner Hall asked for further explanation on the justification for reducing the setback for the north stacked flats. Ms. Laurent stated that if the Planning Commission was willing to lose a couple of parking spaces, they could try to accommodate Commissioner Thimm's conditions. Mr. Moe clarified that if they moved an additional 5' to the south on the north boundary, they would lose a minimum of two parking spaces. Commissioner Thimm asked about the required parking density. Mr. Moe stated that currently they are several spaces over the required number of parking spaces. Commissioner Thimm pointed out that a reduction of two stalls would still keep the parking in compliance. Ms. Laurent recalled from the public hearing during the original approval, that the public did not think there was enough parking even though the project met the minimum requirement. Chair Phillips and other Commissioners also recalled the conversations regarding parking.

Chair Phillips stated that he would like to see the 25' setback achieved on Empire, even if it meant reducing each unit by one foot or less to avoid changing the height on the back end. He thought it was a minute adjustment to accomplish that setback.

Commissioner Hall wanted to see the Empire setback at 25', excluding the overhang. She preferred to sacrifice the view corridor rather than the density.

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Planner Tyler pointed out that the units could be moved to accommodate the setback, but she wanted to make sure everyone understood that it would make the building taller. Commissioner Hall was comfortable with it being taller if it stayed within the required height.

Commissioner Hall personally preferred to keep the setback in place for the north stacked flats to enable more street parking, because previous public comments encouraged increased parking. The Commissioners concurred. Planner Tyler clarified that the north stacked flats would not be moved. The modification would be to shift the Empire Avenue townhouses to comply with the front setback.

Commissioner Hall referred to the south side of the Empire townhouses and asked if the part over the setback were the patio overhangs. Mr. Moe answered yes. Commissioner Hall asked if there was a diagram showing the exterior wall in relation to the south side of the setback. Mr. Moe asked if she was referring to the 25' illustrated MPD setback. Commissioner Hall recalled seeing a fairly large patio overhang that was potentially 3'. Planner Tyler presented a rendering. Commissioner Hall thought the portion into the setback was allowed because it was classified as roof overhang.

Planner Tyler clarified that the only condition was to move the Empire unit to comply with the 25' setback on the west side. Chair Phillips answered yes. Finding of Fact #15 should also be modified to include their comments this evening to justify the setback reduction.

City Attorney Harrington stated that the Staff would propose the Findings in written form based on their comments and bring it back to the Planning Commission for ratification at the next meeting.

MOTION: Commissioner Thimm moved to APPROVE the Woodside Park Affordable Housing Project Phase II MPD with direction to the Staff to amend the Findings of Fact, Conclusions of Law and Conditions of Approval per the commentary of the Planning Commission this evening; to be ratified by the Planning Commission at a later date. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed 4-1. Commissioner Suesser voted against the motion.

VIII.B. 8782 Marsac Avenue, Nakoma Lot 17 – Amendment to Condominium Plat – Friends of Flagstaff LLC, is Proposing to Adjust Lot Lines of Nakoma Lot 17 to Better Accommodate Construction of a Single-Family Dwelling. The Lot is Accessed off Marsac Ave. And is Subject to The Amended

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Agreement For Flagstaff Mountain March 2007, which Granted the Developer/Owner a Large Scale MPD, and is Part of the Lot B, Northside Village Subdivision, II. (Application PL-19-04292)

Planner Alexandra Ananth introduced Marshall King, who was representing the applicant this evening.

Planner Ananth stated that Nakoma Condominiums was a residential condominium project located in Lot B of the Northside Village Subdivision II within the Empire Pass Development. She noted that the first Amended and Restated Nakoma Condominium Plat defined 17 residential units. Once a unit has been constructed, an amendment to the condominium plat is recorded reflecting the as-built conditions. Planner Ananth reported that Unit 17 had not been constructed and this application was a request for an Amendment to the Condominium Record of Survey Plat to alter the lot line for Unit 17 to better accommodate the construction of a single-family dwelling. Unit 17 is the only lot not accessed off Nakoma Court. It is accessed off Marsac Avenue.

Planner Ananth stated that Lot 17 was currently vacant and the applicant was proposing to straighten out the northeast lot line and to soften the curve of the southwest lot line to create a more usable building envelope, and to fit a house in better by straightening out the northern lot line in particular.

Planner Ananth noted that there was no change in the density or unit equivalents with this application. Lot 17 is adjacent to common area. The proposed lot line adjustment increases the lot by only one square foot. The City had not yet received an application for the construction of the house. However, it is assumed that any future development will comply with the Land Management Code, the RD zone, and the MPD, which limits the footprint to 5,000 square feet, as well as the maximum floor area at 7500 square feet.

Planner Ananth stated that a plat note requires that the driveway for this lot must be opposite the driveway across the street serving the Grand Lodge Condominiums. A permit from UDOT is required because Marsac is a State controlled roadway.

Planner Ananth stated that recently every time a project in Empire Pass comes up, the question of whether or not the Memorandum of Agreement applies is raised. She noted that the applicant, Friends of Flagstaff LLC, is a sub-developer and is not part of the original Flagstaff Development Team to whom the Technical Reports and the MOA apply. However, the applicant is a member of the Empire Pass Owners Association, who is a party to the MOA, and therefore contributes through the Owners Association.

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The Staff finds that the Condominium Plat complies with the Land Management Code and State law regarding subdivision; and is consistent with the controlling documents. The Staff recommended that the Planning Commission conduct a public hearing, review the application and draft findings of fact and conditions of approval, and forward a positive recommendation to the City Council pursuant to the draft ordinance found in the Staff report.

Planner Ananth received two emails with public comment and were provided to the Planning Commission this evening. One was from Sandra Morrison with the Park City Museum and the other was from Larry Gates who was concerned about the driveway location. Commissioner Hall asked Planner Ananth to address the public comments. Planner Ananth explained that Larry Gates, an owner at Ironwood, was concerned about the access off Marsac Avenue. Mr. Gates had requested a sketch of the proposed lot lines and rendering of the house. Planner Ananth responded to Mr. Gates and told him that the City did not have a rendering of the house at this point, but it was subject to a plat note, which requires the driveway to be located directly opposite the driveway for the condo building across the street. She encourages Mr. Gates to continue to follow the process as it moves forward towards constructing the house.

Planner Ananth responded to the email from Sandra Morrison. She had anticipated public comment similar to what they heard for Twisted Branch Road. She commented on Mr. Harrington's differentiation between the developer of the Flagstaff Agreement as being the big "D" developer, as opposed to the "little "d" sub-developers. The sub-developers are a party to the Master Owners Association, which is a party to the MOA. Therefore, they are contributing towards the preservation and open space technical report goals via the Owners Association.

City Attorney Mark Harrington clarified that when he talked about the big "D" little "d", he was paraphrasing Outside Counsel Jody Burnett's explanation on a previous application. Mr. Harrington thought they would see a clear pattern from the Museum and others regarding the obligation of the sub-developers. The public input was welcomed, but the Planning Commission had an administrative approval before them on a subsequent applicant to adjust two lot lines. Mr. Harrington did not recommend holding up the ability to process this application on the basis of an overall agreement when nothing touches or concerns this particular four corners of the property. He believed the City would lose the argument if they try to hold up every sub-application. The Staff recommended that the Planning Commission proceed with the other agreement in a different course. The ones that have actual parcels with historic structures are different and are evaluated case by case. Mr. Harrington emphasized that this was a very administrative condominium line adjustment. There was no basis to hold up every application, and even thought the Planning Commission could

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recommend that the City Council consider doing that, it was not the Staff recommendation.

Commissioner Hall asked if there was line for where the legal recommendation from Staff for where the Development Agreement will affect an applicant. Mr. Harrington replied that it would be a case by case determination. The properties that have actual historic structure on them would be the first threshold. However, it first needs to come across in terms of whether the City Council would accept the Agreement as drafted; and whether additional parties come on board before the City Council decides whether or not it will impact their decision. In this case, Mr. Harrington did not believe the property owner should be held hostage to other property owners. That might be possible in some cases, but given the history of this development and how it has unfolded, he would not recommend it.

Commissioner Kenworthy asked if they were still on track for receiving the inventory report in the next four weeks. Director Erickson replied that to his knowledge it was still on track. Director Erickson clarified that Planner Ananth incorrectly used MOA on the title sheet when it was actually the Development Agreement, the DA. The MOA in bullet point one should say the Development Agreement and Technical Reports #5 and #6.

Commissioner Hall asked if this property was subject to the 1% real estate transfer. Mr. Harrington answered yes. Commissioner Hall asked if there were any historic sites on the subdivision. Director Erickson answered no.

Commissioner Suesser asked if there was a picture showing the location of the driveway across the street. Planner Ananth pointed to the location on an aerial slide.

Chair Phillips opened the public hearing.

Sandra Morrison with the Park City Museum stated that she did not like taking these applicants by surprise that their application needs to comply with the controlling documents and the Flagstaff Annexation Agreement of 2007. That was long time ago and people have forgotten about it. Ms. Morrison stated that when a work session was held in January to discuss what the Flagstaff Annexation Agreement said, she thought it was good discussion and the Staff came up with a great idea of doing a Memorandum of Understanding. Ms. Morrison pointed out that there is no longer a big “D” developer, and they cannot talk to United Park Mines because they defaulted and Wells Fargo now owns all the property except the pieces that were sold off. She did not know who originally developed Nakoma, but that developer sold off those pieces of property and now one owner owns one lot. Ms. Morrison remarked that January was a long time

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ago. She would not be here this evening if they had moved faster on the Memorandum of Understanding and if it had not diminished the obligations clearly stated in the 2007 Annexation Agreement.

Ms. Morrison noted that the Staff report mentions the controlling Flagstaff Development Agreement in the Ordinance on page 69. She read, "The best interest of Park City, Utah to approve this application consistent with the Flagstaff Annexation and Development Agreement". Ms. Morrison pointed out that it was not consistent with the Flagstaff Annexation; and therefore, it is not in the best interest of Park City and its residents. Ms. Morrison stated that people have been expecting these buildings to be stabilized and maintained for 20 years. The condition of the buildings today was neither stabilization nor maintenance. Ms. Morrison remarked that the application was not consistent with the conditions and the obligations. She strongly disagreed with #3 of the conclusions of law that approval would not adversely affect the citizens of Park City. She also disagreed with #4, that neither the public nor any person shall be materially injured. Ms. Morrison noted that the citizens have not seen preservation and maintenance for the last 20 years and there were no signs it would happen any time soon. She believed they were all being materially injured.

Ms. Morrison noted that the conditions of approval on page 71 states, "All conditions of approval of the Flagstaff Annexation and Development Agreement shall continue to apply". She stated that the approvals and the obligations follow the property. Ms. Morrison remarked that waiting until they find a piece of property with a historic structure on it was a red herring. She pointed out that the Flagstaff Annexation Agreement put all the development into pods in order to preserve the historic mine structures and the mine sites on the open space, which is why they are defined in the Annexation Agreement and in Technical Report #5 as Protected Open Space. She stated that there will never be an application in the Flagstaff Agreement that includes a historic mine or a historic mine structure.

In terms of the big "D" versus the little "d" developer, Ms. Morrison reiterated that the big "D" developer is gone. All that is left are the little developers, such as REDUS, Storied Development, individual homeowners, and people who own vacant lots. Those are the people they need to work with to move this forward, and if they do not, preserving those buildings will never happen.

Ms. Morrison commented on why the Flagstaff Agreement applies to this particular property. She read from Section 2.1 of the Agreement. "The developer is hereby granted the equivalent of a large-scale MPD setting forth the densities, location of densities, and the developer offered amenities subject to all the normal applicable City processes". That includes satisfactory plans, including the detailed open space

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management plan, and the historic preservation plan. Ms. Morrison remarked that these plans, now known as the Technical Reports, address retaining and saving the historic mine sites located throughout the 1700 acres of annexation area. Ms. Morrison stated that in Section 2.9, the Flagstaff Mountain Mitigation/Amenities, states that the developer offered as amenities to mitigate this development as an inducement to execute this Development Agreement. Ms. Morrison pointed out that the City had obligations under this agreement and the little "d" developers have obligations. Ms. Morrison noted that the Agreement also listed all the community benefits offered by the developer, which included constructing public trails, the parking lot in Richardson Flat, limiting woodburning fireplaces to one per home. The amenities continued on Section 2.9.3 of the Flagstaff Annexation Agreement and historic preservation is one of those amenities. She read, "The historic preservation plan at a minimum shall contain an inventory of historically significant structures located within the project and shall set forth a preservation and restoration plan, including a commitment to dedicating preservation easements to the City with respect to such historically significant structures". Ms. Morrison stated that Technical Report #6 was approved in December of 2001. In the Executive Summary it says the historic preservation plan dated August 2000 is a 127 page detailed document produced by SWCA Consultants. Accompanying the plan is a 5-page chart that reviews the same information in an abbreviated form. It also includes a brief description of every important site within the boundary of the Annexation Agreement. There was also a short history and an overview of existing conditions, and the recommendations for preservation associated with each site. Ms. Morrison noted that chart also included a timeline for phasing the restoration and remediation of the sites. Ms. Morrison pointed out that the chart differs at various times from the 127-page report, which was a serious discrepancy that needed to be corrected.

Ms. Morrison remarked that the Executive Summary goes on to state, "Concurrent with the first CUP authorizing construction of residential units, the Flagstaff Mountain Partners will submit to Staff a plan detailing the repairs and stabilization of the historic features in a public protection plan for these structures and mining features". Ms. Morrison noted that this plan has never been submitted, and the developer, whether big "D" or little "d", is not in compliance with the requirements of the Flagstaff Annexation and Development Agreement.

Ms. Morrison stated that page 1 of the chart identifies the Judge Mining and Smelting Company Office. Column 5 states that with the first phase of development, restoration of the building will be initiated. After restoration, the building is anticipated to serve as an office. Ms. Morrison acknowledged that there was no date as when the restoration would be completed, but it definitely says restoration; and that obligates the developer to do the restoration that the community was still waiting for. Ms. Morrison remarked

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that the Staff has proposed the Memorandum of Understanding with two of the Empire Pass developers to each contribute $40,000 for a new roof, but there is no guarantee that a 100 year-old building in serious dilapidation could support it. Ms. Morrison stated that in 2001, the SWCA report was concerned with the cracked lines in the roof structure, the leaking roof causing interior moisture damage, and the lateral displacement of the east and south concrete walls. Technical Report #6 states, "At a minimum, the building should be examined by a structural engineer who can recommend a treatment plan to address any structural problems". She pointed out that work on the Judge Building was given high priority in 2001. Ms. Morrison noted that work on the Judge Building was currently estimated at $350,000. She did not understand why they were diminishing this obligation in the Memorandum of Understanding. Ms. Morrison believed that all the current developers, including the Friends of Flagstaff, should contribute to the restoration, and the City should require that the contractual obligations be met before approving any applications within the Annexation boundary. Ms. Morrison remarked that the developers expect the City to meet their obligation of the Flagstaff Development Agreement and they expect their entitlements. The City should have the same expectation.

Ms. Morrison noted that the Chart also identifies the stabilization of the Little Bell Ore Bin with the first phase in 2001. She pointed out that stabilization never occurred until the Park City Museum performed it in 2018 and spent $65,000 to save the structure. They were still waiting for reimbursement and had hoped to have the money reimbursed to use this summer. Ms. Morrison stated that Technical Report #6 also included both the Summary and the 127-page Preservation Plan, which identified certain historic mining related properties in the Flagstaff Mountain Project Area and a description of recommended work that would mitigate the features deficiencies. It also noted that SWCA was not a safety engineering firm and recommended that a qualified individual or organization perform on-site inspections. Ms. Morrison pointed out that SWCA never envisioned that their report would be the end of the recommendations.

Ms. Morrison reiterated that the developer needs to submit the report that was required by the Agreement and be approved by the City before any applications, including the one this evening, can be in compliance with the 2007 Annexation and Development Agreement. Ms. Morrison stated that within the 127-page historic preservation plan on pages 123-125 was a treatment plan with a key word "yes" equaling "recommended". The historic sites that stored "yes" in the treatment plan and were recommended for stabilization included the Ontario Mine Water Tanks. The 127-page report also identified the Daly West Fire Hydrant Shacks and the White Pine Log Structure with recommendations for stabilization; however, those structures were not mentioned in the 5-page Summary.

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Ms. Morrison commented on the discussion at the last meeting regarding the report the Master Owners Association was preparing. She asked if the report was an inspection of the Judge Mining and Smelting Building; whether it is a report on the three sites listed in Exhibit A of the MOU; or whether it was report on all 22 sites in Technical Report #6. She was unclear on what report was being done and asked if it was the plan promised in the Summary in Technical Report #6 concurrent with the first CUP.

Director Erickson stated that in general the report would cover all 22 sites. He preferred to wait for the report before discussing it further.

Ms. Morrison summarized that the developer, whether big "D" or little "d", is required under the Flagstaff Development Agreement to restore the Judge Mining and Smelting Company Office. That is the condition in its entirety, and it should be part of this Nakoma Lot 17 application before it can be approved. Under Technical Report #6, the developer is required to submit a plan detailing the repairs of the stabilization. That condition needs to be met and the plan should include completion dates. Ms. Morrison stated that at a minimum for this application, the developer should be added to the proposed Memorandum of Understanding. The same requirement that applied to REDUS and Storied Development to provide funding for the Judge Building should apply to this developer as well. She also thought the same Findings of Fact and Conditions of Approval that were included in the Storied Development Condominium Plat approval relative to compliance with the Flagstaff Development Agreement should be included in the Findings of Fact and Conditions of Approval of the ordinance for this application.

Ms. Morrison reiterated that the obligations of the Flagstaff Agreement on both the developer and the City remain with the land. Therefore, the obligation requires all the developers, including the Friends of Flagstaff, to stabilize and preserve the historic mine sites; especially the historic Judge Mining and Smelting Building. Ms. Morrison requested that the Planning Commission use this current opportunity to achieve the required stabilization and maintenance and to make that vision become reality. She asked the Planning Commission to postpone approval of this plat application until the developers' obligations are met; or at least until the Memorandum of Agreement is in place. The citizens have been waiting 20 years and she urged them not to kick the can down the road one more time. Eventually there will be no developers left and they will have lost the opportunity to preserve these amazing historic structures.

Commissioner Kenworthy asked if Ms. Morrison saw any easements that this particular applicant controls. Ms. Morrison replied that the easement is part of the Master Owners Association and they can affect the implementation of the Memorandum of Agreement. Commissioner Kenworthy clarified that he was asking if there were any easement

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issues specific to the historic sites. Ms. Morrison stated that there were no easements on any of the historic sites. She reiterated that there are no historic mine sites on any of the development properties in the Flagstaff Annexation area because it was specifically designed to designate all the historic structures as Protected Open Space. Ms. Morrison clarified that a development property will never have a historic structure on it because they were specifically excluded from the development pods to ensure they would be preserved.

Sally Elliott apologized to the developer for having to ask for a delay. It was not the fault of this specific developer, but the fault is that nothing has been done in 20 years. In considering their decision, she asked each Commissioner to decide whether they wanted to be complicit in passing the buck and kicking the can farther down the road, or whether they were willing to help get this right before approving further development. If the Commissioners decide to enable further development at the peril of possibly losing some of the historic structures, she would hold them responsible.

Randy Scott, a resident at 1359 Park Avenue, thought Ms. Morrison gave a good overview of the problem. He also apologized to the developer because it was inherited. Mr. Scott stated that he attended at lecture at the Education and Collection Center. There are amazing structures that still have a story but need help. Mr. Scott commented on the number of people who want to help, but their hands are tied. He recommended that until they get the detailed report that they make their decisions accordingly; and with each little "d" because there is no one key "D" responsible. Mr. Scott remarked that he sits on the Historic Preservation Board and he believed the HPB could resolve this situation in a ten-minute conversation. Since there is not one responsible developer, he suggested adding a condition of approval to every proposed development. He agreed with the previous speakers that if they continue to do nothing these structures will be lost. Mr. Scott pointed out that historic preservation is a core priority of the City Council and this is part of that goal.

Sanford Melville, an Old Town resident, agreed with Sandra Morrison's very detailed analysis of the situation, and he echoed the comments of the other speakers this evening. Mr. Sanford stated that a tried and true method in Park City is demolition by neglect. It is one way to deal with historic structures in Park City, but it strips away Park City's history. This is allowed to happen frequently. Mr. Sanford pointed out that it has been 20 years since the Flagstaff Development Agreement and still nothing has been done. He understood they could not undo two decades of delay and neglect, but they can certainly do something; and it needs to be done now. Mr. Sanford urged the Planning Commission not to approve this plat amendment until the obligations for historic preservation have been satisfied.

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Chair Phillips closed the public hearing.

Chair Phillips sensed that Ms. Morrison was feeling a little deflated and he did want her to feel that way. He emphasized that if it had not been for Sandra Morrison and her group, they would not be going through the process of getting a report. Chair Phillips assured everyone that the Commissioners were trying to get to a place where they know what to do. However, until they have the information in the report, they are not able to do much. He clarified that the Planning Commission would not do a moratorium on development until they have some answers because that would be unfair to a developer caught in the middle. Chair Phillips anticipated lengthy discussions once they have the report, and he believed Sandra Morrison and her group would be key in helping with those discussions. Chair Phillips reiterated that the Planning Commission would not be at this point if it were not for Ms. Morrison and others who are just as passionate and interested in preserving the historic structures. He understood that everyone would like the preservation work done now, but there is a process to follow before they can reach that point. Chair Phillips assured everyone that the Planning Commission always welcomes their comments.

Commissioner Hall asked where developers or homeowners fall if they are subject to the Development Agreement, but they are not a signatory on the MOA.

City Attorney Harrington repeated his comment from the last meeting that he was hesitant to discuss the MOA because it had not yet been signed by the City Council. He wanted to be direct in his response; but he did not want to hurt the City's position with the next person in line. Mr. Harrington explained that generally the subsequent owners inherit the responsibilities as they apply to the property they purchased. They have the right to rely on prior approvals which enabled them to get to that point. For example, if someone buys a single-family lot in a specific subdivision, they rely on the closing documents and the title as it incorporates the fee title; and not contract obligations that apply to a different part of a Master Planned Development. Mr. Harrington remarked that there are exceptions to that, and they have looked for those exceptions. In this case, the request is for a very nominal condominium adjustment, and in his opinion, there was no basis for the Planning Commission to hold up the process. Mr. Harrington emphasized that the City needs to pick its battles. The last thing they want is a premature appeal on one application and get a bad ruling on one that might have otherwise been successful. Mr. Harrington stated that he was as frustrated as the Historic Society with the incremental approach they are forced to take at this time. However, the Staff was doing an excellent job with the hand they were dealt, and progress was moving forward professionally and methodically within the parameters they have. Mr. Harrington agreed with Chair Phillips that the comments from the Historic Society continue to help the Staff in the process.

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Commissioner Hall asked when the MOA was expected to be signed. Mr. Harrington replied that the MOA needs to be approved by the City Council prior to the next REDUS plat and no later than the Twisted Branch subdivision plat. It has lingered due to other unrelated issues. However, because of the delay they continue to seek out other opportunities.

Commissioner Kenworthy wanted to hear from the applicant in terms of his understanding of the situation and if there is a plan.

Marshall King, representing the applicant, stated that this was all new to him. He was also working on the Twisted Branch subdivision plat and he was aware that that application was held up for this reason. Mr. King had not expected this to be an issue this evening because it was a simple line adjustment. However, he understood everyone's position and he admired their persistence for saving the historic structures. Mr. King had not anticipated this much comment, but he understood why they wanted to keep it in the forefront. He hoped the report would be completed soon so things could move forward.

Commissioner Kenworthy asked what Mr. Marshall planned on doing for this application in terms of providing a plan and what he felt was his obligation. Mr. Marshall stated that the perspective buyer of this property wanted to make sure the unit line could be adjusted. He was hesitant to do anything until he is sure it will be approved. The applicant intends to build a home. He had started designing the home but no plans had been submitted. Mr. Marshall emphasized that the design would comply with the LMC and the conditions of the plat. He was unsure why the lot line was configured with a notch taken out. It occurred years ago and he was not involved with the project at the time. The applicant was requesting to adjust the lot line to create a more reasonable shape so they can build the home they want in compliance with the LMC and the conditions of the plat.

Commissioner Thimm had looked carefully at the lot line that was proposed to be adjusted and he was not opposed to the request. He thought it was logical in terms of the geometry of the land. Commissioner Thimm stated that after listening to the commentary from the public, the Staff, and the City Attorney, he thought it could be looked at from two extremes; either none of the development parcels are encumbered or all the parcels are encumbered. His reading and understanding of the Flagstaff Agreements says that all the parcels are encumbered. Commissioner Harrington thought City Attorney Harrington reinforced the fact that the requirements of the Agreement ride with the ownership of the land. Based on that fact, Commissioner Thimm felt there was reason to postpone action on the application before them this

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evening. Similar to his thinking at the last meeting, Commissioner Thimm thought the Planning Commission should wait until the report is submitted and the findings are made before approving any application. He suggested a continuance this evening.

Marshall King stated that he only attends these meetings when he feels it is necessary, and the perspective buyer requested that he attend this evening. He wanted to know how many times this has occurred with all the other plats that have come before the Planning Commission. He recalled that those plats were approved because they complied with the LMC. Commissioner Thimm stated that at least two other times were continued or postponed because the Planning Commission wanted to wait for the MOA and the inspection report listing all the sites outlined in Technical Report #6. Mr. Marshall named other sites that he knew were approved in Empire Pass. He noted that a number of plats have been requested and this was the first one he knew that was suggested to be continued. Mr. Marshall understood the Twisted Branch plat was continued at the last meeting, but that applicant was basically the developer.

Chair Phillips was concerned that the Planning Commission was getting close to a moratorium and he could not see the benefit of holding up a small plat amendment.

Commissioner Kenworthy thought several plat applications had been continued. He understood Mr. King's concern and he did not want to slow him down from doing his work. However, the Flagstaff Agreement has been ignored for a long and it was time to address it. Commissioner Kenworthy noted that many of the Commissioners were new and they were just recently made aware of the situation. He was not trying to blame previous Planning Commissions, but apparently this has been kicked down the road for a very long time. Commissioner Kenworthy was not interested in kicking it any longer. He was also no interested in hurting Mr. King's business opportunity, but one of his questions was about a plan and Mr. King had not answered that question or presented a plan. Commissioner Kenworthy stated that concurrent with the first CUP, the Planning Commission should expect to see a plan from every developer. He concurred with Commissioner Thimm that they should continue this application until they get the report. Once they have the report the Commissioners can address specific sites and specific ownership, with specific conditions for these properties, and they will be able to do it in an informed way. At this point, he did not believe they were able to do that. He understood Mr. King's point that this application was a simple line adjustment, but approval would be kicking it down the road again.

Commissioner Hall concurred with Commissioners Thimm and Kenworthy that this item should be continued.

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Commissioner Suesser had other concerns about the project aside from non-compliance with the Flagstaff Agreement. She was not convinced that it was consistent with criteria listed under the Purpose of the Residential Development District. Commissioner Suesser was concerned that Unit 17 was not connected with the cluster of the rest of the Nakoma condominiums. She noted that the unit is separate which did not meet the criteria to encourage clustering of residential units. Commissioner Suesser stated that it did not promote pedestrian connections within the development in between the areas, as required in the criteria. She pointed out that there was no pedestrian connection between this pod and the rest of the development. In addition, the proposal creates a new road and access off Marsac rather than using the road that was constructed for this condominium development. Commissioner Suesser asked Mr. King to address her concerns.

Mr. King stated that the plat was approved many years ago with a condition that was approved by the Planning Commission and City Council at that time. Commissioner Suesser asked if the plat showed the connections and access. Director Erickson explained that this lot was right next to the ski bridge that connects to Pod A. It is on the ski run that connects down to the Empire lifts. Those are the two connections. Director Erickson stated that the walkway over the bridge ends in the middle of the condominiums. He clarified that the connections were the ski run and the ski bridge to Pod A. It is all walkable.

Mr. King named other plat requests that were approved within the last year or two. If he had his spreadsheet he could name several others in Empire Pass that were approved and not denied based on the MPD.

Commissioner Hall clarified that the Commissioners were not suggesting a denial. They were suggesting a continuance until they have the necessary information. She pointed out that this situation only came to their attention recently. She believed it was kicked down the road with the past applications because previous Planning Commissions did not have the full understanding and information.

Chair Phillips clarified that Mr. King was naming applications that were approved within the last year or two.

Commissioner Kenworthy stated that the Flagstaff Agreement requires a plan; and the Commissioners were only trying to move forward with the information they were recently given to comply with the Agreement. He stated that historic preservation is an economic driver. It is good for developers and great for the City. Commissioner Kenworthy stated that the Planning Commission was willing to work with Mr. King and the applicant, but they needed to see a plan. He agreed that similar applications have

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been approved, and he wanted it clear that the Planning Commission was not talking about denying this application. He emphasized that they were within a month of getting the report and being able to digest the information so together they could all make a plan.

Chair Phillips asked if there were other applications from Flagstaff that would be coming to the Planning Commission. City Attorney Harrington stated that the Planning Commission has no power to institute a moratorium or an indefinite continuance. The applicant has the ability to consider that a negative recommendation and move it forward. The Statute if very clear that the Planning Commission cannot stop applications in a recommendation capacity. Mr. Harrington stated that the Planning Commission can request additional information from Staff or the applicant related to the criteria that is applicable to the application. Absent that, the Planning Commission has no moratorium authority. Mr. Harrington stated that the Planning Commission can recommend denial to the City Council or recommend that the City Council institute a moratorium.

Mr. King felt they were being arbitrary in choosing this one owner. He was not trying to build anything at this point. Mr. King believed the report and all the required information would be given to the Planning Commission before the owner was ready to build. This request was a simple lot line adjustment on paper.

Chair Phillips clarified that Mr. King was here this evening on behalf of the perspective buyer to make sure that before they spend more time and money on house plans, that they can do the lot line adjustment. Chair Phillips assumed that aside from the issues related to the Flagstaff Agreement, the Planning Commission would have no problem approving this request. At this point, he asked if the Commissioners could indicate to Mr. King that there is a very good chance they would eventually get this lot line adjustment. Chair Phillips was concerned that the technical report could be late and extend to six weeks. Once the report is submitted, the Planning Commission would still need to digest the information and discuss it. He could see a scenario where this could extend into the holidays or beyond. Chair Phillips did not want a situation where the Planning Commission stalled development in Empire Pass.

Commissioner Van Dine agreed that they should not hold a plat amendment hostage. The applicant will need to come back to the Planning Commission once they submit building plans. She noted that Mr. Harrington said they needed to pick their battles. Commissioner Van Dine did not believe this was the appropriate one to arbitrarily decide how they plan to deal with the Flagstaff Agreement. Chair Phillips concurred with Commissioner Van Dine.

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Commissioner Hall asked if it was possible to extend Condition #3 regarding the Flagstaff Agreement requiring the applicant to sign off on the Memorandum of Agreement. Mr. Harrington asked if she was referring to this one property owner. Commissioner Hall thought it could be for this property owner and future property owners. Anyone who submits can application can have the option to sign off on the MOA. Mr. Harrington stated that the MOA was not a regulatory matter. It was a negotiated agreement between specific parties that was subsequently attached as a condition of approval. They were continuing to recommend that it either gets extended or reproached. Mr. Harrington remarked that someone moving a lot line a couple of feet is entitled to apply for that request under the LMC provisions in effect at the time of the application. Mr. Harrington recommended that the Planning Commission not extend it; however, they do have the purview to attach conditions of approval. If the Commissioners believe a condition is material to this application of moving a lot line and that the applicant needs to comply with the Agreement, they could make that Finding and attach it to their recommendation to the City Council. However, Mr. Harrington wanted it very clear that he believed doing so would be a mistake.

Commissioner Hall clarified that she was trying to find a creative solution that would not hold up the developer, and at the same time uphold the requirements for preserving historic sites. Mr. Harrington cautioned the Planning Commission against holding up one individual property owner on an administrative condominium lot line adjustment. He asked them to recall Jody's Burnett's advice in terms of how this should be approached. Mr. Harrington did not believe they were still kicking the can.

Commissioner Hall told Mr. King that the Commissioners did not want to deny this application; however, they wanted additional information. She was hearing that Mr. King did not want a continuance and she asked if there was another solution to reach some type of agreement to move forward.

Director Erickson agreed with Mr. Harrington. This item was a recommendation to the City Council. It was not an action. If the Planning Commission wanted to forward a positive or negative recommendation to the City Council and have the City Council review the status of a historic preservation plan, that would be acceptable.

Mr. King agreed with Chair Phillips that four weeks could turn into four months relative to the report. Director Erickson explained that the City Council needs to approve the Memorandum of Agreement. The MOA is a document that is a separate negotiation from the Development Agreement. Therefore, trying to enforce the Memorandum of Agreement and at the same time trying to enforce the Development Agreement are two separate actions. If the Planning Commission chooses to move forward, Director Erickson suggested that they either forward a positive or negative recommendation to

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the City Council because the City Council needs to approve the Memorandum of Agreement and any modifications to Technical Reports #5 and #6. Director Erickson remarked that as members of the Empire Pass Master Owners Association, this applicant will be contributing to the 1% fund in perpetuity, in accordance with the Development Agreement.

Mr. King stated that if the Planning Commission was not ready or willing to forward a positive recommendation, he preferred that they forward a negative recommendation and let the City Council make the decision. He did not want a Continuation based on the discussion this evening.

Commissioner Hall asked if Friends of Flagstaff was a party to the Memorandum of Understanding. Mr. King answered no. He explained that Friends of Flagstaff is a separate developer that purchased property from the original developer. He stated that Friends of Flagstaff initially had 18 properties but combined 17 and 18 so there was a total of 17. He believed they still had five properties out of the original 17. He clarified that like Storied Development, East-West partners, or many other developers, Friends of Flagstaff did not sign the original agreement. They purchased property from the developer who did sign that agreement.

Mr. King stated that the buyer would like this plat approval to proceed with their architectural plans. If this gets delayed until the first of the year, they would like to be able to submit plans and have all the approvals so they can build in the Spring. For that reason, he would like a recommendation forwarded to the City Council as opposed to a continuance.

Commissioner Thimm wanted to know who would execute the MOA following the inspection of all the sites. Director Erickson stated that the Technical Reports and the modification to the MOA would come to the Planning Commission and possibly the HPB. Mr. Harrington stated that the historic agreement between REDUS and Storied Development calls for that as an action item. A paragraph in the agreement specifies an approval process. He recalled that it was the Planning Director and the Master HOA.

Commissioner Thimm understood that when the report is completed it becomes part of an MOA that gets put into place. Mr. Harrington believed the report would go to the City Council at the same time as the actual Agreement. It was originally anticipated that the MOA would be signed by now and the report would be a follow-up item. He thought it was likely to come to the Planning Commission and then go to the City Council. Mr. Harrington clarified than other than the HOA there would be no other signatories beyond the parties that are signing the other agreement.

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Mr. King did not think it was right to make an example of this one small application. Commissioner Hall stated that the Planning Commission was not trying to punish or make an example. They were trying to understand and get information on something that was just now coming to fruition. Mr. King was curious as to why so much has been built already and why this just now became an issue.

Commissioner Van Dine stated that she fully supports preserving historic sites. However, she still did not believe this was the right application to hold up. Chair Phillips thought the Planning Commission needed to decide what they wanted to do before they could hold anyone else accountable. Commissioner Van Dine agreed with Mr. King that larger developments and other applications have been approved. She suggested that the requirement may have been ignored with those applications because the Museum or the Historic Board were not at the public hearings. If they had not attended this evening and brought it to their attention, the Planning Commission would probably have approved this application without question. Commissioner Van Dine agreed that kicking it down the road was the right thing to do, but she did not believe this application warranted a negative recommendation to the City Council.

Commissioner Hall stated that this Planning Commission and previous Planning Commissions may have made mistakes, but that was not a reason to continue making the same mistake.

Commissioner Suesser questioned why the Staff report did contain a Staff analysis on whether or not the application complies with the Flagstaff Agreement. She understood that no one knows how it applies to this particular landowner, but she thought it was interesting that it was referenced in the Conditions of Approval but there was no analysis on compliance, and the Agreement was not mentioned in the Staff report at all.

Planner Ananth stated that her Staff report is due more than two weeks before the meeting. This issue was raised for the first time two weeks ago with the Twisted Branch application, and she did not have the opportunity to write something on this subject for the Staff report.

Planner Ananth remarked that the Planning Department hears the Museum's concerns and they are very sympathetic that these mine structures were not given the attention they are due under the Development Agreement. If she had been the Planner in the last two decades, she would have stood with the Museum and fought for the preservation of these structures. However, in fairness, Planner Ananth was not sure that holding up a lot line adjustment for a homeowner was the right way to address this situation because Friends of Flagstaff is a member of the Empire Pass Master Owners

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Association, who is a signatory on the MOA, and will contribute to the preservation going forward. Planner Ananth felt that indirectly this homeowner was joining an association that is contributing towards preservation. Whether it is enough was debatable, but the Planning Department would argue for moving the lot line adjustment forward.

Commissioner Kenworthy asked if Planner Ananth would consider adding a condition of approval based on what was said this evening; and if so, how the condition would be drafted to address this issue. Director Erickson was not sure if anyone knew what "this" is at this point. He thought there was considerable reaction to the public with good reason, as well as commentary as to compliance with the Flagstaff Development Agreement and its effect on property owners. He was unsure how Planner Ananth would write a condition of approval to accomplish X without knowing what X is. Director Erickson emphasized that a preservation plan was in place in Technical Reports #5 and #6. The report currently being done is an assessment of how everything in the original 2001 document were accomplished and by whom, and the cost to re-accomplish what was not completed under the terms of the Flagstaff Development Agreement and the Technical Report.

Director Erickson reiterated that if the Planning Commission was not comfortable forwarding a positive recommendation, they could forward a negative recommendation to the City Council based on the Finding that it does not comply with the Development Agreement for historic preservation; and direct the Staff to provide additional information and analysis for the City Council. Another option would be to direct the Staff to provide additional information and to give all the Departments the opportunity to respond to their question.

MOTION: Commissioner Hall moved to forward a negative recommendation to the City Council, based on the fact that there was no analysis as to whether or not the application complies with the Flagstaff Development Agreement and Technical Reports #5 and #6. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed 4-1. Commissioner Van Dine voted against the motion.

VIII.C. Annexation Policy Plan and Land Management Code Amendments - The Planning Commission will Hold a Public Hearing to Consider Amendments to the Annexation Policy Plan, Codified in the Land Management Code Title 15, Chapter 8, to Modify the Annexation Expansion Area, a Map that Highlights Areas the City May Consider Annexing in the Future, to include (1) the Northeastern Portion of the Round Valley Area, (2) the Southeast Quadrant of the Quinn's Junction Intersection (HWY 40 and SR 248) to the

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Summit County Border, and (3) Bonanza Flat in Unincorporated Wasatch County. (Application GI-19-00416; PL-19-04300)

Director Erickson stated that this item was an opportunity for the affected entities in the Annexation Policy Plan to provide comment. The Planning Department had received no comments to date.

Commissioner Hall was surprised that there had been no public comment. Director Erickson clarified that there had been public comment; however, in addition to the public, this was an opportunity for the Affected Entities to comment.

Planner Rebecca Ward stated that this item was the public hearing for the Annexation Policy Plan that was discussed on August 28th. This would modify the expansion areas so the City could potentially bring in City-owned properties. The City owns the Round Valley, Clark Ranch, and Bonanza Flat parcels that are currently outside of the City boundary and the Annexation Expansion area. It also included the development restricted acreage in the southeast quadrant of Quinn's Junction.

Planner Ward noted that on August 28th, the proposed area had the Round Valley, Quinn's Junction, and Bonanza Flat area. On August 28th the Planning Department received a written request from the Girl Scouts of Utah to bring in the Camp Cloud Rim property, which is approximately 246 acres south of Bonanza Flat. The property is under deed restriction as open space and campground. Planner Ward clarified that the request was not to be annexed. They would like to be included in the expansion area in the event they would want to be annexed into the City boundary in the future. The property is located in Wasatch County and the Wasatch County Council would need to pass a resolution to approve the annexation if it was ever requested.

Planner Ward indicated a strange boundary in Bonanza Flat due to the Grace Mine Claim. She noted that the Annexation Expansion Area was amended to include the Girl Scout Camp and the Mine Claim to even out the southern end of the boundary.

The Staff recommended that the Planning Commission conduct a public hearing, make any modifications that the Planning Commission considers appropriate, and forward a positive recommendation to the City Council for consideration the following evening.

Planner Ward clarified that the boundary had changed to include the Grace Claim and the Girl Scouts of Utah property; and the attached Policy Plan was also amended to address those changes.

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Commissioner Kenworthy understood that the Girl Scouts had submitted a last-minute request to be included; however, annexing that property would require permission from Wasatch County. He asked if anyone had done a cost analysis for the additional acreage. Since they would be serving the Bonanza Flat area, he assumed the cost would be minimal. Planner Ward replied that the cost analysis would be done at the time of annexation. The analysis that was done on the Policy Plan showed an increase in police services, and possibly the Park City Fire District. Infrastructure and other issues would be addressed at the time of annexation. Planner Ward stated that with the deed restrictions currently on the property, it is a rustic camp facility and would not require much in utilities.

Chair Phillips opened the public hearing.

There were no comments.

Chair Phillips closed the public hearing.

MOTION: Commissioner Suesser moved to forward a POSITIVE recommendation to the City Council to Adopt the Annexation Policy Plan and Land Management Code 15-Annexation Amendment, attached as Exhibit A and B in the Staff report. Commissioner Thimm seconded the motion.

VOTE: The motion passed unanimously.

VIII.D. **901 Woodside Avenue –Conditional Use Permit – The Applicant is Proposing the Construction of a Private Driveway Within a Platted, Un-Built City Street. Item Continued from August 14, 2019 Planning Commission meeting. (Application PL-19-04152)**

Chair Phillips recused himself and left the room. Vice-Chair Suesser assumed the Chair.

Director Erickson noted that this item was being continued; however, it was noticed for public hearing.

Vice-Chair Suesser opened the public hearing.

There were no comments.

Vice-Chair Suesser closed the public hearing.

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MOTION: Commissioner Hall moved to CONTINUE the 901 Woodside Avenue CUP to September 25, 2019. Commissioner Van Dine seconded the motion.

VOTE: The motion passed unanimously.

Commissioner Phillips returned and assumed the Chair.

VIII.E. 839 Woodside Avenue – Conditional Use Permit – The Applicant is Requesting to Locate a Basement Addition Directly Beneath the Landmark Historic Structure that Encroaches into the Side Setback Area. (Application PL-19-04274)

Planner Hannah Tyler reviewed this item in the absence of Laura Kuhrmeyer, the project planner.

Planner Tyler reported that 839 Woodside Avenue is a Landmark structure. The applicant was requesting a setback reduction to accommodate an addition to a historic structure. She noted that this was not an uncommon request in the Historic Districts. In this particular case, there was a storage area beneath the area in question.

The Staff was recommending approval because it was simply allowing for a new basement addition to be within the setback of an existing structure. She understood that the existing structure was being slightly expanded to become taller.

Jon DeGray, the project architect, was present to answer questions.

Commissioner Suesser asked for clarification on what was being expanded. Planner Tyler explained that a crawl space is traditionally shorter than a current basement. Mr. DeGray pointed out that the existing space is actually a small garage and it is taller than a normal crawl space. He noted that the footprint would be exactly the same and they were not expanding the non-conformity. Mr. DeGray stated that the garage is a substandard space in terms of height. It is currently 7' tall and they were proposing to increase it to an 8-foot tall ceiling space.

Chair Phillips asked if the house was being raised. Mr. DeGray replied that the finished elevation of the home was being raised within the 2' allowed by the Design Guidelines.

Planner Tyler remarked that the added height was the only reason this was before the Planning Commission. If the space had remained at 7 feet, they would not be reviewing this application. Planner Tyler noted that this was reviewed by the HPB in August, at which time the Board approved the project.

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Commissioner Suesser understood that the house encroached into its own setback property area. Planner Tyler answered yes. The house sits in its originally constructed location and it will not move at all. This action would memorialize that a new space below the structure technically sits within the setback. Commissioner Suesser questioned whether it encroaches into the Ninth Street right-of-way. Planner Tyler was not aware that it did. Mr. DeGray confirmed that it did not encroach into the right-of-way. He noted that the site plan on page 169 of the Staff report showed the location of the property line.

Commissioner Suesser asked about the hot tub at the rear of the property and the deck that extends beyond the property line. Mr. DeGray stated that the rear patio and hot tub area are within the rear yard setback. The historic shed is being maintained.

Director Erickson believed the setback encroachments by the hot tub and deck were consistent with the LMC. Planner Tyler stated that those were compliant due to setback exceptions. She clarified that the hot tub and deck did not encroach beyond the property line.

Chair Phillips opened the public hearing.

There were no comments.

Chair Phillips closed the public hearing.

Commissioner Suesser asked for further clarification on the basement addition. She understood that it was within the building footprint, but it was a basement addition that would stay beneath the historic home and raise the home 2-feet. Planner Tyler replied that she was correct. Commissioner Suesser asked if the HPB had any concerns about lifting the historic house. She thought the City was trying to avoid lifting historic structures. Planner Tyler replied that the HPB had no issues or concerns. She pointed out that this structure already had a garage. Planner Tyler explained that houses are allowed to be lifted up to 2' whether Landmark or Significant. In this particular case, there is an existing condition in the basement; therefore, the Staff, the HPB, and the Design Review Team did not find that this change increased the degree of non-conforming

Planner Caitlyn Barhorst stated that this was one of the Landmark structures that had a garage historically beneath the porch. It was consistent with the Design Guidelines and there were no issues with the floor level change to accommodate the new basement addition.

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MOTION: Commissioner Thimm moved to APPROVE the Conditional Use Permit for 839 Woodside Avenue, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Staff report. Commissioner Hall seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 839 Woodside Avenue

1. The subject property is located at 839 Woodside Avenue, in the Historic Residential (HR-1) Zoning District, and is listed as Landmark Historic Site on the Historic Sites Inventory (HSI).
2. The applicant is proposing to lift the Historic structure, remove the existing garage foundation, and create a new full basement foundation, a portion of which encroaches into the Side Setback.
3. The total Footprint of the existing Structure, as measured, is 749 square feet for the main dwelling plus an additional 120 square feet for an Accessory Structure which is also Historic. The total Floor Area of the proposed basement is 1,328 square feet, a portion of which is beneath the proposed addition in the rear. However, the two areas under review tonight are located on the north side of the Historic Structure and consist of eighty-three (83) square feet of building footprint as well as twenty-six (26 square feet of porch area.
4. Per LMC 15-2.2-4(A), the Planning Commission may grant an exception to the Building Setback for additions to Historic Buildings consistent with the Historic District Design Guidelines.
5. Per LMC 15-1-10(E), the proposal is subject to review according to the Conditional Use Permit Criteria.
6. A complete application for a Conditional Use Permit for an Addition to a Historic Structure located within the Building Setback was received on July 18, 2019.
7. The Historic Structure at 839 Woodside Avenue is a Single-Family Dwelling. A Single-Family Dwelling is an Allowed Use in the HR-1 Zoning District.
8. A Plat Amendment for 839 Woodside Avenue was approved by City Council on April 4, 2019 (Ordinance 2019-16) and recorded on July 19, 2019 (Entry No. 1114405).
9. The proposal complies with LMC 15-2.2-4(A)(1) as the Planning Commission has reviewed and approved a Conditional Use Permit for the proposed Use.
10.There are no unmitigated impacts to LMC 15-2.2-4(A)(2) as the proposal includes removing the existing basement level garage and replacing with a new foundation that will allow for a full basement. The majority of the proposed work is either replacing in kind or is interior/below grade and not visible from the exterior of the Historic Structure. The proposed design is compatible with the Historic Structure.

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There are no proposed changes to the existing driveway location or width.
11.The proposal complies with LMC 15-2.2-4(A)(3) as the addition has been reviewed for compliance with the Design Guidelines and LMC through the HDDR Process.
12.The proposal complies with LMC 15-2.2-4(A)(4) as conditioned as the addition will be reviewed for compliance with the Building and Fire Codes through the Building Permit once submitted.
13.The proposal complies with LMC 15-2.2-4(A)(5) as the addition has been reviewed for compliance with the Design Guidelines for Historic Districts and Historic Sites through the HDDR process.
14.There are no unmitigated impacts to LMC 15-1-10(E)(1) size and location of the site, as the Lot is 3,688 square feet (0.08 acres). The site is located on Woodside Avenue (east property boundary). This is a Historic Single-Family Dwelling, with approximately eighty-three (83) square feet of the Structure and twenty-six (26) square feet of porch encroaching into the north Side Setback. Per LMC 15-2.2-4, Historic Structures that do not comply with Building Setbacks are considered valid Complying Structures. The addition to basement that is subject to this CUP consists of eighty-three (83) square feet of a basement level garage as well as twenty-six (26) square feet of porch. Both the garage and the porch are to be reconstructed to essentially the same design as existing. No change in Use is proposed.
15.There are no unmitigated impacts to LMC 15-1-10(E)(2) traffic considerations including capacity of the existing Streets in the Area, as there is no change in Use that would generate additional vehicular trips beyond the current and Historic SingleFamily use.
16.There are no unmitigated impacts to 15-1-10(E)(3) utility capacity, as the proposal will have no impact on the current utility equipment and capacity needs.
17.There are no unmitigated impacts to LMC 15-1-10(E)(4) emergency vehicle access as the proposal involves reconstructing the garage and porch to match the existing garage and porch. There is no impact to the existing emergency vehicle access.
18.There are no unmitigated impacts to LMC 15-1-10(E)(5) location and amount of off street parking, as per LMC 15-2.2-4, Existing Historic Structures that do not comply with Off-Street parking are valid Non-Complying Structures. The proposed basement addition does not create a Lockout Unit or an Accessory Apartment; therefore, no additional parking is required.
19.LMC 15-1-10(E)(6) internal vehicular and pedestrian circulation system, is not applicable as there is no impact to the existing internal and pedestrian circulation system.
20.There are no unmitigated impacts to LMC 15-1-10(E)(7) fencing, Screening and landscaping to separate the Use from adjoining Uses, as the proposal involves reconstructing the garage and porch to match the existing garage and porch. The proposal has been conditioned so that any disturbed landscaping shall be brought back to existing conditions or improved. In addition, there are no commercial Uses

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that require separation from Residential Uses.
21.There are no unmitigated impacts to LMC 15-1-10(E)(8) building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots, as the proposal involves reconstructing the garage and porch to match the existing garage and porch. The basement addition area that is located within the setback is beneath the north end of the existing structure. No increase in Building Footprint will be achieved through the addition of the subject basement area, though the addition will increase the overall Footprint. As a result, there is no visual impact to the perceived mass from the Street because the existing garage and porch will be replaced in kind. On the North Side of the property, the distance between the Historic Structure and the North Property Line ranges from three feet and five inches (3'5") to five feet and three inches (5'3").
22.There are no unmitigated impacts to LMC 15-1-10(E)(9) usable Open Space, as the subject area of the basement and porch are replacing the existing basement and porch and have little to no impact on the exterior of the Historic Structure or on the useable outdoor yard area.
23.LMC 15-1-10(E)(10) signs and lighting, as there are no signs or lighting proposed on site at this time. The proposal will be conditioned that all exterior lighting shall be down directed and shielded.
24.There are no unmitigated impacts to LMC 15-1-10(E)(11) physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing, as there is no impact to the Compatibility with surrounding structures or perceived mass from the Street because the proposal involves reconstructing the existing garage and existing porch. Physical design is compatible with adjacent houses in mass, scale, style, design and architectural detailing.
25.LMC 15-1-10(E)(12) noise, vibration, odors, steam, or other mechanical factors that might affect people and property Off-site, is not applicable as there are no changes that will result in additional noise, vibration, odors, steam, or other mechanical factors
26.LMC 15-1-10(E)(13) control of delivery and service vehicles, loading and unloading zones, and Screening of trash pickup Areas, is not applicable as there are no changes that will impact the control of delivery and service vehicles, loading and unloading zones, or Screening of trash pickup Areas.
27.LMC 15-1-10(E)(14) Expected Ownership and management of the project as primary
residences, Condominiums, time interval ownership, nightly rental, or commercial tenancies, how the form of ownership affects taxing entities, is not applicable as this is a Single-Family Dwelling.
28.LMC 15-1-10(E)(15) Within and adjoining the Site, impacts on Environmentally Sensitive Lands, Slope retention, and appropriateness of the proposed Structure to the topography of the Site, as the proposed reconstruction of the garage and porch area will not impact the exterior conditions of the structure or the topography of the

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Site.
29.There are no unmitigated impacts to LMC 15-1-10(E)(16) reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding, as this proposal has been reviewed for consistency with the Goals and Objectives of the Park City General Plan. The General Plan establishes several goals and objectives specific to Historic Preservation, including, but not limited to Goal 15, Objective 15A and Objective 15B.
30.On August 28, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and Park Record on August 28, 2019 according to requirements of the Land Management Code.
31.All Findings in the Analysis section of this report are incorporated herein.

Conclusions of Law – 839 Woodside Avenue

1. The application complies with all requirements of the LMC and satisfies all Conditional Use Permit review criteria as established by the LMC 15-1-10 and 15-2.2-4(A) Existing Historic Structures Exceptions.
2. The Use, as conditioned, is Compatible with surrounding Structures in Use, scale, mass and circulation; and
3. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval – 839 Woodside Avenue

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits.
3. City Engineer review and approval of all appropriate grading, utility installation, public improvements and drainage plans for compliance with City standards, to include driveway and Parking Area layout, is a condition precedent to building permit issuance. An approved shoring plan is required prior to excavation.
4. This approval will expire on September 11, 2020, if a complete building permit submittal has not been received, unless a written request for an extension is received and approved by the Planning Director prior to the date of expiration
5. Modified 13-D fire sprinkler system is required for any new construction/addition.
6. All above grade utility facilities shall be located on the property and properly screened.
7. All exterior lighting shall be down directed and shielded.
8. All Conditions of Approval from the August 21, 2019 Historic Preservation Board Action Letter shall continue to apply.

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VIII.F 1271 Lowell Avenue & 1217 Rothwell Road – Plat Amendment – The Applicant is Proposing to Amend the Kings Crown Resubdivision Plat, Affecting Lots 2, 30, and 32. The Proposal Includes Splitting Lot 2 into Two Lots and Allocating a Portion of Lot 32 to Lot 30.
(Application PL-19-04305)

Planner Tyler stated that she was presenting the next two applications in the absence of Planner Kuhrmeyer, the project planner.

Planner Tyler reviewed the application for the subdivision plat. She noted that this proposal would impact Lots 30, 32, and 2. She started with Lot 2 and noted that they were splitting the lots to allow each condominium to be sold individually on their own lot. This proposal would change one lot into two lots. There would be no further changes in density or building size. There would be no additional impacts other than to segregate each building to be on its own lot.

Planner Tyler stated that Lots 30 and 32 was the other piece to this subdivision. Both lots currently exist where the Ski Amenity Building will be located. There is also an open space parcel. The request is to allocate a portion of the open space lot 32, to Lot 30. Planner Tyler understood that these lots were previously platted and the building was crossing lot lines. This application would clean up the lots to reflect the buildings that the Planning Commission previously approved. She understood that over time the Ski Amenity Building has become smaller.

Chimso Onwuegbu, the project architect, clarified that the Ski Amenity Building actually remains the same. The stairs were crossing lot lines and there were other oddities.

Rory Murphy clarified that the area coming into the open space was always intended to be there; however, there were setback issues and whether or not that was appropriate without it being part of the Lot. Mr. Onwuegbu stated that one of the conditions from the beginning was that they were allowed to have ski access in that open space. The applicant and the Staff thought it was cleaner to actually move that portion into the actual buildable lot.

Commissioner Hall wanted to know what was done wrong the first time that it now requires a lot line adjustment. Mr. Onwuegbu replied that nothing was done wrong. The lot line adjustment just makes everything easier. He noted that the old lot had a path that went through it to public access stairs, which was part of the original request.

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Director Erickson believed these changes result in a better design that is more consistent with the Land Management Code. He noted that the Master Plan showed the building, which was approved. They attempted to combine certain subdivision acts; however, as the design moved forward and they wanted to improve the design and make it so the stairway did not cross the property lines, it required amending the plat.

The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council for the requested subdivision.

Chair Phillips opened the public hearing.

There were no comments.

Chair Phillips closed the public hearing.

MOTION: Commissioner Hall moved to forward a POSITIVE recommendation to the City Council for the 1271 Lowell Avenue Plat Amendment, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval found in the draft ordinance. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 1271 Lowell Avenue

1. The site is located at 1271 Lowell Avenue and 1217 Rothwell Road.
2. The proposed Plat Amendment affects Lots 2, 30, and 32 of the Kings Crown Resubdivision.
3. The site is located within the Recreation Commercial (RC) District and the Recreation and Open Space (ROS) District.
4. On January 10, 2018 the Park City Planning Commission approved the Kings Crown Master Planned Development (MPD) and a Conditional Use Permit for Multi-Unit Dwellings throughout the development for market rate and affordable housing units.
5. On February 1, 2018 the Park City Council approved the Kings Crown ReSubdivision Plat, per Ordinance No. 2018-05.
6. On May 16, 2018 Summit County recorded the Kings Crown Re-Subdivision Plat – entry no. 1091847.
7. On June 13, 2018 the Park City Planning Commission ratified the Development Agreement required by the approved Master Planned Development.
8. On June 14, 2018 Summit County recorded the Development Agreement -entry

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no. 01093392.
9. On August 30, 2018 the Park City Housing Authority approved the Kings Crown Affordable Housing Mitigation Plan.
10.On June 17, 2019 the Park City Planning Department received a complete Condominium Plat for the Kings Crown Townhome Condominiums.
11.On May 22, 2019 the Planning Commission amended the Master Planned Development (MPD) and Conditional Use Permit (CUP).
12.The proposed Kings Crown Resubdivision First Amended Plat affects Lots 2, 30, and 32.
13.The proposed changes do not change the original approved Density or Unit Equivalent calculations.
14.The Plat Amendment proposes to split Lot 2 into two (2) lots (Lot 2A and Lot 2B) to allow for phasing of the Condominiums Buildings (B and C, then D).
15.The Plat Amendment also proposes to reallocate a portion of Lot 32 (Platted Open Space) to Lot 30 (Townhome Condominium Site).
16.The Applicant is proposing to reallocate 1,181.43 square feet of Lot 32 to Lot 30. This change is proposed to allow for the proposed Ski Amenity building to be located entirely on Lot 30, which will help resolve Setback requirements for the Accessory Structure.
17.It has been discovered that the actual square footage of Lot 32 was incorrectly Platted on the Kings Crown Resubdivision, recorded May 16, 2018. While the recorded Plat states that Lot 32 is 484,004.47 square feet, the actual square footage of the Lot is currently 482,369 square feet.
18.The total contiguous Open Space percentage in the original proposal was 74.6%. With the corrected square footage of Lot 32, the original proposal included 73.87% contiguous Platted Open Space.
19.As proposed, Lot 32 will be 481,187.57 square feet of platted Open Space, which brings the total percentage to 73.69%.
20.The applicant has indicated that they will not seek to build (sell) duplex lots on applicable lots. The note on the Plat indicating this shall remain.
21.Staff finds good cause for this Plat Amendment as it will allow the Condominium buildings to be phased and it will resolve the issue of a building crossing property lines for the proposed Ski Amenity Building. Additionally, it reflects compliance with the amended Master Plan Development and Conditional Use Permit, and amended Affordable Housing Mitigation Plan.
22.All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

<u>Conclusions of Law – 1271 Lowell Avenue</u>

1. There is good cause for this Plat Amendment.

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2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding Condominium Plats.
3. Neither the public nor any person will be materially injured by the proposed Condominium Plat.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval – 1271 Lowell Avenue

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat and CCRs for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The proposed final plat shall in compliance with criteria outlined under the LMC § 15-7.3 Requirements for Improvements, Reservations, and Design which includes the following, as applicable: general subdivision requirements, general lot design requirements, road requirements and design, drainage and storm sewers, water facilities, sewer facilities, sidewalks, hiking trails, bike paths, and horse trails, public uses, preservation of natural features and amenities. All plats are reviewed by the City Engineer for these and other applicable standards.
4. The project is over 1.0 acres and will be required to meet the requirements of Park City's municipal separate storm sewer system (MS4) storm-water program
5. Modified 13-D sprinklers will be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final Mylar prior to recordation
6. A plat note shall state that all conditions of approval of the amended Master Planned Development, Conditional Use Permit, Kings Crown Re-Subdivision First Amended Plat, and amended Housing Mitigation Plan shall continue to apply.

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VIII.G. 1217 Rothwell Road – Plat Amendment – The Applicant is Proposing to Create a Condominium Plat, Consisting of Seven (7) units, Within the Kings Crown Master Planned Development. (Application PL-19-04240)

Planner Tyler stated that the next item was a condominium plat that would memorialize each unit so they can be sold separately once they are built. It is a market rate condominium building.

Chair Phillips opened the public hearing.

There were no comments.

Chair Phillips closed the public hearing.

Commissioner Hall wanted to know why the condominium plat is not incorporated into a previous approval. Planner Tyler explained that once recorded, the shape of the building remains that way forever. The developers prefer to wait in case any changes are necessary.

MOTION: Commissioner Van Dine moved to forward a POSITIVE recommendation to the City Council on the condominium plat for 1217 Rothwell Road, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. Commissioner Hall seconded the motion.

VOTE: The motion passed unanimously.

<u>Findings of Fact – 1217 Rothwell Road</u>

1. The site is located at 1217 Rothwell Road, Lot 30 of the Kings Crown ReSubdivision.
2. The site is located within the Recreation Commercial (RC) District.
3. On January 10, 2018 the Park City Planning Commission approved the Kings Crown Master Planned Development (MPD) and a Conditional Use Permit for Multi-Unit Dwellings throughout the development for market rate and affordable housing units.
4. On February 1, 2018 the Park City Council approved the Kings Crown ReSubdivision Plat, per Ordinance No. 2018-05.
5. On June 13, 2018 the Park City Planning Commission ratified the Development Agreement required by the approved Master Planned Development.
6. On June 14, 2018 Summit County recorded the Development Agreement -entry no. 01093392.
7. On May 16, 2018 Summit County recorded the Kings Crown Re-Subdivision Plat – entry no. 1091847.
8. On August 30, 2018 the Park City Housing Authority approved the Kings Crown Affordable Housing Mitigation Plan.
9. On June 17, 2019 the Park City Planning Department received a complete Condominium Plat for the Kings Crown Townhome Condominiums.
10. On May 22, 2019 the Planning Commission amended the MPD and CUP.
11. On September 11, 2019, the Planning Commission reviewed the Kings Crown Resubdivision First Amended Plat.

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12.The City Council is scheduled to review the Kings Crown Resubdivision First Amended Plat on October 10, 2019.
13.The proposed Condominium Plat memorializes common, limited common, and private areas that would that allows the units to be sold individually.
14.The proposed Condominium Plat consists of seven (7) market rate units within the Kings Crown Master Planned Development, to be platted as Kings Crown Townhome Condominiums.
15.The unit boundaries of each private unit would be set forth on the recorded plat.
16.The size of the private units ranges from 4,037 – 4,138 square feet.
17.Common areas include exterior walls and internal bearing walls/columns, footing and foundation, roof, etc.
18.Limited common areas include several exterior decks as well as elevators for each unit.
19.The recordation of this Condominium Plat would allow the applicant to sell each unit individually.
20.There is Good Cause for this Condominium Plat as it reflects compliance with the amended Master Plan Development and Conditional Use Permit, approved ReSubdivision Plat, and amended Affordable Housing Mitigation Plan.

Conclusions of Law – 2017 Rothwell Road

1. There is good cause for this Condominium Plat.
2. The Condominium Plat is consistent with the Park City Land Management Code and applicable State law regarding Condominium Plats.
3. Neither the public nor any person will be materially injured by the proposed Condominium Plat.
4. Approval of the Condominium Plat, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval – 1217 Rothwell Road

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat and CCRs for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The Kings Crown Townhome Condominiums Plat shall not be recorded until the Kings Crown Resubdivision First Amended Plat is approved and recorded, correcting the property lines between Lot 30 and Lot 32.

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4. A plat note shall state that all conditions of approval of the amended Master Planned Development, Conditional Use Permit, Kings Crown Re-Subdivision First Amended Plat, and amended Housing Mitigation Plan shall continue to apply.

VIII.H. 1312, 1324 & 1336 Aerie Drive – Plat Amendment – Aerie Holdings LLC, is Proposing to Combine Lots 9 and 10 by Removing the Internal Lot Line, to Demolish the Existing House on Lot 10 and to Construct a New House on the New Combined Lot. Lot 11, Which is Under the Same Ownership, Will Remain Vacant With No Plans For Development At this Time. (Application PL-19-04297)

Planner Tyler reported that the applicant had requested a continuance on the Aerie Drive Subdivision to a date uncertain. The applicant wanted the opportunity to slightly change the proposal. That was the only reason for the request to continue.

Chair Phillips opened the public hearing.

There were no comments.

Chair Phillips closed the public hearing.

MOTION: Commissioner Hall moved to CONTINUE the Aerie Phase I to a date uncertain. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed unanimously.

The Planning Commission Meeting adjourned at 9:25 p.m.

Approved by Planning Commission: _____

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PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
SEPTEMBER 26, 2019

COMMISSIONERS IN ATTENDANCE:

Vice-Chair Laura Suesser, Sarah Hall, John Kenworthy, Mark Sletten, Laura Suesser, Doug Thimm, Christin Van Dine

EX OFFICIO: Planning Director, Bruce Erickson; Hannah Tyler, Planner; Caitlyn Barhorst, Planner; Mark Harrington, Legal Counsel

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ROLL CALL

Chair Phillips called the meeting to order at 5:35 p.m. and noted that all Commissioners were present except Commissioner Phillips, who was excused.

ADOPTION OF MINUTES

Due to legal noticing issues, the Minutes of September 11, 2019 will be approved at the next meeting.

PUBLIC COMMUNICATIONS
There were no comments.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Director Erickson reported that the legal publication submitted to the Park Record by the Staff was not published. Therefore, the Planning Commission could not take action on any items, with the exception of 901 Woodside Avenue, which was continued to this date, and the Work Session item. Director Erickson clarified that 901 Woodside Avenue did not require to be re-noticed because it was specifically continued to September 25, 2019 at a previous meeting. The work session item is annual legal training, which does not require legal noticing.

Director Erickson announced that the Planning Commission would meet three times in October on October 9th, 16th, and 23rd. He anticipated the special meeting on October 16th to be a shorter meeting. The meeting on October 9th was a lengthy agenda. The agenda for the October 23rd meeting was still being prepared.

Vice-Chair Suesser understood that because 901 Woodside was continued to this date, it was not required to be re-noticed to inform the public that it was on the agenda this evening for public input. City Attorney Harrington replied that she was correct. He

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explained that 901 Woodside would not have been noticed regardless of the publishing issue.

Commissioner Hall disclosed that she would be absent on October 9th.

Commissioner Kenworthy disclosed that Jon DeGray, the architect for 901 Woodside, has done work for him the past; however, that would have no affect on his ability to fairly discuss and vote on the matter.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

IV.A. 901 Woodside Avenue –Conditional Use Permit – The Applicant is Proposing the Construction of a Private Driveway Within a Platted, Un-Built City Street. Item Continued from September 11, 2019 Planning Commission meeting. (Application PL-19-04152)

Planner Caitlyn Barhorst reported that the Planning Commission previously reviewed this item on August 14th, at which time it was continued to a date uncertain. On September 11th the item was continued to September 25th.

Planner Barhorst stated that since the initial comments on August 14th, the applicant has been working with the City to revise the proposal to address concerns with walkability, the right-of-way access, and preserving the Landmark historic structure. The updated proposal was shown on page 4 of the Staff report and in Exhibit A.

Planner Barhorst reviewed the application for a conditional use permit for construction of a private driveway within a platted unbuilt City street. The proposal is subject to the standards for private driveways within platted unbuilt City streets. The Staff analyzed the request and found compliance with these standards. The Staff also found compliance with the conditional use permit criteria.

Planner Barhorst presented a location map showing the Ninth Street right-of-way. A red box indicated the property at 901 Woodside Avenue. She reported that the Planning Department Staff, Matt Twombley, the City project manager who does the stairways in Old Town, and the City Engineer met with the applicant and came up with this proposal to allow the side facade access to the historic house for the garage. The applicant was proposing to construct a 4-foot wide concrete paved pathway with a 6” curb, which will also have a ramp and landings pathway per the Code, to meet the accessibility. The applicant would also construct the stairway from where the paving

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ends to their property line. The City would construct the remaining stairway from where the applicant stops up to Norfolk.

Planner Barhorst noted that the driveway and the concrete pedestrian path would be heated; and the City would not need to maintain that portion.

Planner Barhorst presented renderings provided by the applicant. Jonathan DeGray, the project Architect, was present to answer questions. Planner Barhorst provided a photo showing the subject right-of-way. The house to the left of the right-of-way is also a Landmark structure. There is a 30' separation between the two historic structures.

Planner Barhorst reported that the Historic Preservation Board unanimously approved the material deconstruction of the existing historic foundation to accommodate this driveway/garage configuration because it is consistent with the Design Guidelines for secondary façade access. Planner Barhorst presented the project plans and noted that the applicant was proposing to lift the existing floor elevation just under two-feet, which is within the allowed height per the design guidelines, and to construct the basement level to include the garage. The maximum dimension for garage doors within the Historic District is 9' x 9'. The garage door for this project is 9' x 7'.

Vice-Chair Suesser noted that this was the first time the Planning Commission had seen the schematic plan. Planner Barhorst stated that it was part of the HDDR proposal but it was not included in the Staff report for this meeting. The site plan for the driveway was included in the Staff report but not the building elevations. Vice-Chair Suesser stated that the garage door dimensions were not provided in previous Staff reports; however, it was provided that the garage itself would be 302 square feet. Mr. DeGray replied that 302 square feet was approved in the HDDR. Vice-Chair Suesser clarified that she was trying to confirm whether the size was consistent with the revised plans that were submitted. She thought 302 square feet was a large garage and she was surprised that the garage door was smaller than normal. She assumed the garage door opened into a larger space.

Vice-Chair Suesser recalled that at the August 14th meeting Commissioner Hall requested additional information about encroachments into rights-of-way in Old Town and examples of where a driveway was permitted over a right-of-way to preserve a historic facade. She asked for that information because at the time Commissioner Suesser recalled prior examples from being on the Planning Commission where the City Engineer and prior Planning Staff protected these right-of-way spaces. Planner Barhorst stated that this specific set of circumstances with the historic façade and the right-of-way access has not occurred in the past because the conditional use permit criteria for the right-of-way access was only recently added to the Code. She noted that

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the Acting City Engineer, Ryan Taylor, was present to discuss the encroachment portion of this proposal. Chair Suesser understood that there were no examples where the City previously allowed a driveway to encroach on a right-of-way to preserve the historic façade of a historic house in Old Town. The applicant, Jerry Fiat, stated that there were six or more examples of locations where driveways or improvements where access was granted over a public right-of-way.

Jonathan DeGray had taken photos of some of those projects to show the Planning Commission. The first was the alley off Main Street that accesses the public stairs back to Park Avenue for access to the garage at 550 Park Avenue. The alley also acts as access for the public staircase that goes up to Park Avenue. Mr. DeGray explained that the alley is City property and further back behind the trees is a four-car garage for 550 Park Avenue, which is a single-family residence. He noted that the garages act as garage space for what was previously called the April Inn condominium development, which is part of 550 Park Avenue. Mr. DeGray thought this was a good example of City property being used to access single-family residence property; as well as a parking structure behind the yellow building.

Commissioner Thimm wanted to know the encroachment if it was a public right-of-way. Mr. Fiat clarified that it is a driveway in a public right-of-way that services two properties. It was non-existent until the improvements were built. Vice-Chair asked where the right-of-way stopped before that occurred. Mr. DeGray replied that it stopped at the end of the stairs on Park Avenue. Mr. Fiat stated that a number of rights-of-way do not go all the way through if the land was sold or given or allowed to be built. He believed that was consistent throughout Old Town. Vice- Chair Suesser thought this example was different from the current application because it accesses various properties. Mr. DeGray pointed out the similarities. The current application provides a public trail and walkway that goes from Main Street to Park Avenue. It also acts as a driveway to residences. Vice-Chair Suesser asked if people could drive up the driveway, turn around, and come out. Mr. DeGray answered yes.

Mr. DeGray presented another example on Ontario Avenue. He indicated the concrete driveway and noted that the parked car was sitting on the City right-of-way. It is a single-use driveway that utilizes City property to access a single-family home; and there is no associated public pathway. Commissioner Thimm asked if action was taken to approve the encroachment. Mr. DeGray answered yes. It was done when Eric DeHann was the City Engineer and he believed an encroachment agreement was approved to allow that access to occur.

Mr. DeGray presented another slide showing off-street parking at Fourth Street. It is signed for permit parking. It is off-street parking that was created in the right-of-way by

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the stairs. Director Erickson believed the blue house was a Landmark structure as well. Vice-Chair Suesser asked if the applicant ever proposed putting a garage behind this historic home and continuing the parking space around the house and into a garage. Mr. DeGray was not aware if that occurred on this example. However, it did occur on the next example. The public right-of-way goes back next to the staircase and it was allowed to be used to access a two-car garage down the side of the property. The dirt section by the fire hydrant is a dedicated parking space for a home that is only accessed off the public staircase. Mr. DeGray stated that the house up the staircase had been using that off-street place for parking for many years. The proposal was approved with the caveat that the parking place be maintained for that residence.

Mr. DeGray presented another example of use of the public right-of-way. He noted that the access off Woodside was for two, two-car garages. The public walkway continues down to Park Avenue and to Main Street. Mr. DeGray pointed out that the driveway that services both garages was a public right-of-way.

Commissioner Kenworthy asked to see the photo of the yellow house again. He thought that was the only example that could potentially have a future street going through. Mr. Fiat replied that the grade was too steep for a road. Mr. Kenworthy asked if the City had deeded the right-of-way to the homeowner, or whether this example had a revocable easement. Mr. DeGray replied that there was an easement agreement. It was never deeded to the homeowner. He did not know how the easement was legally set up and whether it was revocable. Commissioner Kenworthy clarified that even if soil was hauled in and it was brought closer to the street, Mr. DeGray believed it would still be too steep for a street. Mr. DeGray replied that once past the garage doors, the grade increases significantly for the slope going up to Woodside.

Vice-Chair Suesser asked for the width of the driveway. Mr. DeGray estimated 10’ at the street; however, it gets wider as it goes further back past the single parking space. Vice-Chair Suesser noticed that the driveway was right against the house. It was not separated from the house 4 to 6 feet like in the current application. She understood that the 12 to16 foot driveway being proposed was necessary to provide turning radius to access the side garage. Mr. DeGray stated that Alliance Engineer had done a vehicle turning radius analysis for the current 901 Woodside proposal. He believed a full-size car was used in the analysis. Vice-Chair Suesser wondered whether Alliance Engineering would say that the turning radius on the example was inadequate. Mr. DeGray assumed that it was inadequate because the garages are rarely used. Vice-Chair Suesser stated that the request for 901 Woodside was a significant encroachment into the Ninth Street right-of-way, and she wanted to know if it was possible to reduce the size of that encroachment. She thought the example they were looking at was a less intrusive encroachment into the right-of-way. Mr. DeGray stated

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that dimensionally, they would be looking from the street back to the back of the far side of the driveway being proposed. Compared to the yellow house example, he thought it was very similar. He acknowledged that it was further way from the house, but that was necessary to facilitate the vehicle turning radius. He thought the proposed width was wide enough for the driveway to occur and to distinguish the public access. Mr. DeGray presented the renderings, which showed the sidewalk and the public stairs. He emphasized that the public benefit from this development is a heated, concrete pathway and a staircase built to the back property line that is currently nothing more than a dirt path.

Mr. Fiat reiterated that this was a Landmark house. It is also one of the few Landmark houses that has the same shape today that it did when it was built. It is a very significant house, and one of the discussions with the Staff was to provide landscaping along the side to protect the house and to keep the driveway from looking like it was on top of the house. Mr. Fiat stated that the decision to create the driveway as proposed was partially to preserve the house. Mr. Fiat remarked that for the 19 years he has been in Park City there has been a two-car parking pad solely for the use of the house. The parking pad is in the right-of-way, which means historically that house has always parked in the right-of-way. Vice-Chair Suesser believed the parking pad was closer to the house and not in the right-of-way. Mr. Fiat disagreed. He thought it was evident that the two cars do park in the right-of-way.

Vice-Chair Suesser referred to the schematics and asked if it would be possible to bring the driveway closer to the house and then widen out a little in front of the garage. She thought that would reduce the encroachment into the right-of-way and create a buffer between the proposed sidewalk and the private use of the driveway. It would help separate the private use from the public use. Mr. DeGray replied that the issue was the logistics of the turning radius. He reiterated that Alliance Engineering was hired to determine what would work. He did not believe what Vice-Chair Suesser was suggesting would work.

Vice-Chair Suesser noted that CUP Criteria #7 talks about separation of uses. In order to meet the criteria, she believed the proposal for 901 Woodside needed to include some type of separation of use. She understood a stepped sidewall was being proposed, but there was no landscaping, screening or fencing to separate the two uses.

Planner Barhorst stated that the issue was discussed with Matt Twombley. His interpretation was that since most sidewalks are separated by a curb, the vertical distinguish of 6” for the landings and ramp was enough of a barrier. Vice-Chair Suesser questioned whether that addresses separation of uses. Mr. Fiat referred to Item #7 on page 8 of the Staff report - Fencing, Screening and landscaping to separate the Use

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from adjoining Uses. He noted that the Staff had indicated No Unmitigated Uses. "There is no commercial use; therefore, no separation from residence and commercial uses is required". Vice-Chair Suesser pointed out that CUP Criteria #7 does not mention commercial use. It just says separation of uses.

Mr. Fiat thought another key example of a private driveway in a public right-of-way was 503 Woodside. It is the tunnel house off of Woodside. That driveway takes up the entire public right-of-way and the house is non-historic. Mr. Fiat believed one of the purposes of a public right-of-way is to provide access. He reiterated that 901 Woodside is a Landmark house and the Historic Design Guidelines clearly states that the preferred entrance is off the side and not from the front when possible. Mr. Fiat remarked that he was only doing what he was asked to do by the Staff and the Guidelines. The provided screening on the side of the house, they were paving and heating the public space for the request to utilize the public right-of-way. Mr. Fiat understood that it was also the impetus for the City to connect the remaining part of the stairs up to Norfolk, which would be a public benefit. He understood the desire to protect City land, but this was a good plan with many benefits. Vice-Chair Suesser asked about the screening. Mr. Fiat replied that the screening would be between the driveway and the house. They were asked to provide vegetation between the driveway and the house so the garage driveway would be less noticeable in relation to the Landmark house.

Vice-Chair Suesser remarked that the Planning Commission cannot control what the Old Town residents do in front of their lot. For example, structures without garages have concrete parking pads in front of their lot. However, in this case, they would be allowing a 16' concrete pad in the right-of-way rather than in front of the house. They can control what happens in the right-of-way, which is why she was struggling with taking away the open space, the corridor, and the natural buffer and paving it over. Vice-Chair Suesser wanted it to be as unobtrusive as possible, and she was not convinced this plan was the best they could do in terms of providing access to the historic home.

Commissioner Kenworthy asked Mr. Fiat to confirm that the existing parking spots on the front of the house would no longer be allowed. Mr. Fiat stated that the retaining wall would be in that location and there would be no room to park. Due to the retaining wall, Commissioner Kenworthy assumed there were elevation issues and he asked how it would affect the house to the south. The house to the south already has a garage and he wanted to know if anyone had considered the possibility that they might also want the ability to back out into the easement. Planner Barhorst replied that there was a current HDDR approval for the house to the south to put a new foundation in the same place it is now. The garage faces the street, but that is the historic location and it can

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never change. The Historic Design Guidelines prohibit altering the historic location of the garage. Commissioner Kenworthy clarified that the owner would not be allowed at any time to remove the garage or move the garage to the side of the house. Planner Barhorst answered yes, because it would alter the historic character of the Landmark house. Acting City Engineer, Ryan Taylor, explained that if the garage could be moved, the right-of-way would be available to both houses. However, it was not an issue in this case because the house to the south could not make that request for historic reasons.

Vice-Chair Suesser stated that she recently walked up and down the right-of-way and noticed a number of historic homes that had been renovated, and none of those homes have driveways coming into the right-of-way or any encroachments. She asked if the Planning Department has seen these proposal in the past and how those were resolved. Vice-Chair Suesser thought this was an unusual application based on her history on the Planning Commission; specifically, the significant encroachment into the right-of-way. In the past the City Engineer and prior planners adamantly opposed right-of-way encroachments.

Planner Hannah Tyler explained that this was a unique situation because it abuts the right-of-way. Most sites are mid-block; not on the end of a block. This is an opportunity to put the driveway on the side, which is why the language in the Design Guidelines states “if possible”. Most of the time it is not possible because there is no right-of-way on the side. Planner Tyler stated that many sites are 25’ wide and the house typically takes up most of that area. Knowing that the City discourages having a garage underneath; especially for a Landmark site, most situations do not warrant having a driveway or a garage because it cannot physically fit on the site. Planner Tyler stated that the National Park Service encourages driveways to accommodate vehicles on the sides of houses rather than the front to protect the historic integrity of the site. Planner Tyler reiterated that this was a rare situation; and she believed it was a perfect scenario to use as an example in future design guidelines as a successful historic preservation project to accommodate a garage on the side of the house. She pointed out that the Staff worked with the applicant, the City Engineer, and Matt Twombley to make the encroachment into the right-of-way successful for the public and for this particular project. She noted that the Historic Preservation Board approved removal of material to accommodate the garage in this exact location because it is the right direction for historic preservation in the City.

Vice-Chair Suesser thought the historic significance of the house could be maintained without adding a garage. Planner Tyler replied that she was correct. Planner Barhorst commented on the questions regarding the encroachment. She pointed to an encroachment agreement attached to the Staff report. She stated that #3 and #4 discuss the process if the City were to revoke the easement for improvements. The

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owner is given 60 days to adjust before the City begins whatever it intends to do with the right-of-way. Commissioner Kenworthy asked Planner Barhorst to identify where the 60 days is mentioned in the agreement. Planner Barhorst replied that it was Encroachment Permit #4. She read, "Prior to installing City Improvements along or adjacent to the street". Commissioner Kenworthy read from #3, "improvements and utility work requires the removal." He thought "requires" was vague language. Commissioner Kenworthy asked if the City could just desire that the encroachment agreement be revoked, or whether they need to prove that it is required before the easement can be pulled. Assistant City Attorney Harrington stated that it is at the City's discretion. Commissioner Kenworthy suggested replacing "requires" to "desires". Vice-Chair Suesser thought the language was talking about any improvements the City needed to make.

Vice-Chair Suesser was concerned that if the driveway is allowed over the right-of-way and the City needed to access the utility lines underneath the garage or to put in new lines, the City would bear the cost to access those lines under the driveway in the right-of-way. She pointed out that the City has thought about sinking transmission lines in Old Town, and it was still a possibility. Mr. Fiat stated that he would be willing to write a check to help with those efforts at any time. Vice-Chair Suesser asked if Mr. Fiat would agree to put that in the encroachment agreement. Mr. Fiat answered yes. Vice-Chair Suesser pointed out that Mr. Fiat might not be the homeowner at the time that would occur. Mr. Fiat replied that he was willing to pay for it today and the City could hold his check until they needed it. Vice-Chair Suesser stated that if the Planning Commission decided to approve this driveway in the right-of-way, she would like to see that commitment in the encroachment agreement.

City Engineer Taylor agreed that if the water line were to break today it was only a matter of digging up the dirt. If a water line breaks after the driveway is in, they would have to dig through the concrete. There would be an associated cost; however, depending on how careful they are, the expense could be minimal. Mr. Taylor confirmed that the City would bear the expense to dig the hole. Regarding underground lines, Mr. Taylor stated that they could bury a conduit now to mitigate tearing up the driveway in the future if Rocky Mountain decides to allow the City to bury the transmission lines. Mr. Taylor noted that the water and sewer lines were already there and there was no reason to add additional lines. However, they would need to make sure those lines are in good condition before building the driveway to minimize the chances of digging it up in the near future.

Commissioner Thimm asked if the applicant was willing to install a conduit prior to installing the driveway. Mr. Fiat stated that they typically install sleeves, and he was

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willing to install sleeves under the driveway. Commissioner Thimm stated that if that occurs, he would recommend doubling the suggested number of sleeves.

Vice-Chair Suesser asked Mr. Taylor for his opinion on positioning the driveway closer to the house to minimize the encroachment into the public right-of-way; and providing a buffer between the public use of the stairway and the driveway, and whether a kick-out could be designed similar to the yellow house. Mr. Taylor stated that in looking at the turning radius, he believed there was an opportunity to do that in portions. He noted that one of the big differences between the yellow house and this proposal is the opportunity to get drive-in/drive-out so people do not back out onto the street. It is a luxury in Old Town, but it is a safer option if possible. Vice-Chair Suesser could not think of another example in Old Town where someone could turn around in their driveway and drive forward onto the street. Mr. Taylor thought it looked like the turnaround was attempted for the yellow house but it did not work. This proposal was designed to make sure the turnaround would work to enable driving front facing onto the street. Mr. Taylor remarked that the applicant was proposing to heat the sidewalk, and if there is too much separation between the driveway and the road, it would be challenging and require two different systems. Not having to do the snow removal on the right-of-way would be a cost savings to the City. Vice-Chair Suesser pointed out that it would be up to the eventual owner of the home to turn on the heat for the sidewalk; and the City would have no control to make sure that was done.

Vice-Chair Suesser noted that the plan was for a stairway through the lot and it was now contemplated to be a pedestrian pathway. It would be nice to have the pathway heated and not require City maintenance, but she was concerned that the heater would not be turned on and the snow would not be cleared. Mr. Taylor thought it could be required in the conditions of approval and other agreements that the heat system be active and in a working condition. Mr. Fiat thought another requirement would be for the owner to shovel the pathway if the heating system broke down or was not being used.
Mr. Fiat stated that he was not opposed to adding planters between the sidewalk and the driveway towards the front. However, as it gets closer to the turning radius they need the full radius.

Commissioner Thimm wanted to know the differences between the current proposal and the proposal the Planning Commission discussed in August. Mr. Fiat replied that the driveway became 2’ wider, the walkway was elevated 6”, the stairs were added to the edge of the property line, and the retaining walls were moved to accommodate these changes. Planner Barhorst remarked that configuration of the pathway was still in progress. Mr. Fiat stated that they were still waiting for the engineering on the schematic layout.

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Vice-Chair Suesser opened the public hearing.

Ruth Meintsma, a resident at 305 Woodside, stated that she lives next to one of these street easements, and she uses the easements all over town for pedestrian access or cutting through and dropping down on her bike. Ms. Meintsma noted that these easements are used for wildlife circulation, walking paths in the summer, ski access in the winter. The easements are used almost as neighborhood yards because many Old Town properties do not have spacious outdoor areas. In these yard easements families make snowmen and sled runs. Some property owners adjacent to these street easements actually adopt these area and contribute effort and expense to landscape and irrigate, adding to the ambience of the neighborhood. Ms. Meintsma remarked that in most cases the property owners know that everything could be removed without compensation. She stated that sometimes riders and skiers use shovels to make snow jumps in the easements and film them.

Ms. Meintsma agreed with the public input that these easements should be accommodated and prioritized. Ms. Meintsma referred to Figure 2 in the Staff report showing how Ninth Street goes all the way from Park Avenue to Lowell. On the Woodside to Norfolk easement, which is the easement they were talking about, people drop down from Norfolk on their bikes. It takes foot traffic and bike traffic off of Eighth Street, which is not a good street for pedestrians and bikes. Ms. Meintsma stated that the Ninth Street Norfolk to Empire access is another foot traffic area where people drop down and avoid Crescent. Ms. Meintsma remarked that Empire to Lowell does not have thoroughfare access for bikes or foot traffic. A driveway was put in to access many residences. It dead-ends and prohibits a stairway that would facilitate pedestrian access to keep pedestrians off the dangerous curve between Empire and Lowell. Ms. Meintsma stated that these easements are important and should be maintained for all the historic uses she mentioned.

Ms. Meintsma believed some of the less steep street easements could work for all the historic uses, and accommodate a new driveway, if certain conditions are applied. She provided an example of where that did not work. She presented a photo of the house before the driveway was put in. A second picture was a home that was passed unanimously by the HPB because it does exactly what historic preservation wants to do. It does not compromise the front yard of the historic house. Ms. Meintsma noted that this house also passed through the Planning Commission with very little discussion. A study was done on the turning radius, and engineering showed that it could be done; however, there has never been a car in those garages. The home has had several owners and the garages are used for storage. Ms. Meintsma showed another picture with a boat in the driveway and one vehicle. No one uses the parking that was

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supposed to be for the historic house up the street because it requires backing out. Ms. Meintsma commented on problems with the yellow house on the Third Street stairs. She noted that the project came back to the HPB and the Planning Commission two years later for a small change, and everyone was chagrined at how bad the project turned out. It ended up being a large cement area and impacted the Significant historic house. She believed there were ways to mitigate the impacts. Comparing the negatives of that project to the current proposal, Ms. Meintsma suggested stepping the grade at 901 Woodside to hold the water for landscaping and to keep the area from being less slippery for pedestrians and animals at certain times of the year. Ms. Meintsma believed that with some improvements, and if the garages are actually used, this would be a much better project than the previous project she mentioned, and it would not impose as much on the front of the house. Ms. Meintsma presented another picture showing the historic grade of 901 Woodside. She noted that the house steps over the easement a couple of inches and there is no south side yard. Since the house already steps into the easement, she thought the two walls on the other side makes the structure move into the easement unnecessarily. If those were softened to closer imitate the historic grade the easement would look more inviting and more original. Ms. Meintsma thought there should be a certain level of ongoing responsibility if an applicant or property is allowed to use the public easement. Ms. Meintsma thought the stairway was good, but it was also a nice cutoff to drop down on your bike and the stairs could cause problems. She suggested finding a way for bikes to still drop down. She also suggested moving or stepping the walls in the back to keep it more open for families playing in that area.

Vice-Chair Suesser closed the public hearing.

Vice-Chair Suesser referred to Ms. Meintsma's comments with respect to how these rights-of-way in Old Town are currently utilized by the citizens. She noted that CUP Criteria #16 requires the Planning Commission to review the application for consistency with the goals and objectives of the Park City General Plan. She pointed out that the Staff report states that the application was reviewed for consistency with the Historic Preservation Goals and Objectives of the General Plan; but she believed they needed to review the application for consistency with all the goals of the General Plan. Vice-Chair Suesser pointed out that the Number One goal of the General Plan is to keep Park City a small town. According to the General Plan, residents identified small town as "One of the four core values of Park City that must be preserved to protect the Park City experience. Residents described small town using words such as quaint, charming, old mining town, historic, beautiful, lovely, does not sprawl, not over-built, not much traffic, lifestyle, less driving, does not change much, historic identity, traditional, has a sense of place, character, and rich history." The General Plan goes on to say, "to Parkites, small town reflects an experience of place through the natural and built

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environment". Vice-Chair Suesser stated that when people were asked what would make you leave Park City, the most common answer by residents was "too much change or growth, followed by loss of natural beauty/environmental decline. Parkites said they hoped Park City would "stay the same, small town feel, sense of community, uniqueness; followed by less development, smaller growth, green and open".

Vice-Chair Suesser stated that the Number Two goal of the General Plan was keeping the natural setting of our community. The General Plan describes this goal as "open space, the space between is cherished by Parkites. Parkites utilize the open space in town to recreate, co-mingle, and explore. These are different types of open spaces from small pocket parks to vast trails systems. The experience of open space in Park City are drastically different due to the variety of landscapes, context within the built environment, and natural aspect of the area. As Park City and the region continue toward build-out, the space between is tightening, narrowed by development pressures. These spaces between play an important role for Parkites. By preserving open space, the community prioritizes protection of nature while preventing undesired development. Open space is directly related to the visitor experience and is extremely important to the long-term economic viability of Park City as a world class resort town. Preserving the natural context reinforces the community's connection to the natural setting and brings delight to residents and visitors alike".

Vice-Chair Suesser clarified that she was referring to the General Plan because she sees the right-of-way corridors as natural buffers every few blocks in Old Town. They are tree lined and provide public access. They break up the concrete fronts of the homes and the driveways. They create a feeling of natural setting and a sense of open space. Even though the City utilizes the right-of-way for utilities, it is usable space for the public. She thought it was important to recall the vision in the General Plan as they evaluate whether or not this Conditional Use Permit meets the goal of Criteria #16. Vice-Chair Suesser reiterated that only the Historic aspects of the General Plan, and not the entire General Plan, were evaluated with respect to this application.

Commissioner Hall asked why the pathway was not paved or why the stairway was not put in previously. Director Erickson replied that it did not fit in the Old Town Streets Improvement Plan Phasing. The Phasing Plan and Old Town Improvement Plan laid out which sidewalks would get construction with which funding. The rest were left until additional money was funded. Commissioner Hall wanted to know why this pathway was a lower priority. Director Erickson remarked that the priority in the Old Town Improvement Plan was to have the maximum amount of activity between Lowell and Park Avenue. The City did not think a sidewalk was necessary in every right-of-way, which would be approximately every 20 houses. Commissioner Hall asked if the City felt differently now about giving the pathway a higher priority. Director Erickson

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believed this was an opportunity to create a pathway that might not occur until five years from now without this development. Commissioner Hall understood that the City would still be paying for the pathway and the staircase. Director Erickson clarified that the City would pay for the staircase and the pathway if this applicant was not paying for the section along the driveway. In this case, the applicant was paying for the sidewalk portion and the City was paying for the staircase. Director Erickson pointed out that the applicant would pay for the staircase up to the property line, and the City would pay to extend it from that point. Mr. Fiat explained that there is 150' between Woodside and Norfolk. The lower half of the 150' would be put in at the applicant's expense. Part would be the pathway and part would be the staircase. The remaining 75' would be put in by the City, which according to Matt Twombley, there are funds to put it in now and it would be done when the applicant finishes their portion. Commissioner Hall thought it was unusual for an applicant to require the City to expend funds, but from the standpoint of a public benefit should wanted to make sure the full staircase would come to fruition. Planner Barhorst stated that Matt Twombley was brought in to make sure the staircase would continue. It would be a unified design and a continuous process until the staircase is complete.

Commissioner Hall wanted to make sure there was significant landscaping to minimize the amount of concrete and dirt. Mr. Fiat stated that he always provides plenty of landscaping in his projects. In addition, a landscape bond guarantees that the applicant follows through on what they committed to do.

Commissioner Hall asked if there would be signage indicating a public right-of-way. Planner Barhorst answered yes. Signage has been proposed. Vice-Chair Suesser noted that signage was not included in the conditions of approval. Mr. Fiat noted that it was on the plan, which would be part of the approval. Mr. Fiat thought they could provide a 3' x 10' planter close to the street that would delineate and separate. He thought the current activities that take place in the street are important and this plan would not prevent those activities from occurring. Part of the design was to accommodate a requirement by the Sewer District to drive up the driveway to do utility work. A biker could ride up or down, but a skier would have to stop due to the snowmelt driveway. Commissioner Hall asked for the distance of the dirt path. Mr. Fiat replied that there was 4-feet for the walkway and the staircase, and 12-feet for the space to drive up or for biker or skier use. Commissioner Hall understood that a 12-foot wide pathway would enable natural habitat to walk up natural grade and/or a biker biking from their house. Mr. Fiat answered yes. Planner Barhorst clarified that Commissioner Hall was talking about the dirt portion next to the stairs. Commissioner Hall answered yes.

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Commissioner Thimm asked for the difference between the existing gradient versus the proposed gradient in terms of percentage of slope. Mr. Fiat did not have that information available. Director Erickson stated that in looking at the existing and proposed grade under the slope the contour intervals were approximately equal.

Vice-Chair Suesser was concerned about taking the right-of-way open space to create a front yard for the home that is wider than the house; and putting concrete over the "public yard". Mr. Fiat agreed; however, it is very common in Old Town. He noted that people put in landscaping in the rights-of-way as yards. Mr. Fiat stated that most of the rights-of-way have been improved by adjoining houses.

Vice-Chair Suesser was still bothered by the fact that they were not minimizing the encroachment into the right-of-way. Commissioner Kenworthy agreed. He has seen many of Mr. Fiat's projects and believes they are terrific. Commissioner Kenworthy had a picture on his phone that was taken when he walked the property earlier that day. The photo showed the easement and the natural setting. Commissioner Kenworthy thought Ms. Meintsma raised a red flag with her comments when she talked about the disastrous yellow house. He thought the concern was that the 30' width would resemble the yellow house. Commissioner Kenworthy suggested working on a compromise.

Commissioner Kenworthy stated that his main concern was to safeguard the right-of-way for the future. It is City property and no one knows what the future holes. He was comfortable that the City Attorney included that understanding in the encroachment agreement, but it is an understanding with the homeowner. Mr. Fiat agreed that public access is crucial to Old Town and addressing these issues was important. However, what stands out immediately with the yellow house is that the driveway is 20-feet wide, and it is dedicated as a 20' wide driveway because there is a parking spot in front and then a driveway. The entire 20' is not landscaped and his personal issue is that areas in front of the houses are allowed to be left without landscaping. Mr. Fiat thought it was more important to have landscaping in front rather than on the side, and they should minimize the width at the street as much as possible.

Commissioner Kenworthy asked about the possibility of pushing the 10' over to the property line on the right side at an angle, to achieve the 4' walkway and 8' in between to offset the mass of concrete at the front. Mr. Fiat remarked that he was proposing the same idea when he said he would put a planter in between. He understood that Commissioner Kenworthy was trying to create landscaping between the walkway and the driveway.

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Director Erickson stated that in looking at the grading plan for Ninth Street, several of the contours overlap the existing contours; however, a couple are squeezed in in the middle and those were 1-foot contours rather than 2-foot contours. He clarified that he misspoke when he responded to Commissioner Thimm's question. Commissioner Thimm stated that parts would be twice as steep as the existing grade. Mr. Taylor indicated the portions that would be twice as steep before it flattens out. Mr. Taylor stated that it was 14' vertical and 25' horizonal. Commissioner Thimm calculated a 56% slope. Vice-Chair Suesser asked for the steepness of the pathway as proposed. Mr. Fiat stated that it meets the ADA requirement of 3% for a sidewalk. Vice-Chair Suesser asked if it would be excavated to bring the driveway closer to the street grade. Mr. DeGray presented a model showing the walls and the driveway. Commissioner Thimm clarified that the existing slope was approximately 4:1 and they were proposing 2:1 at this point for the 25' until it catches the grade. Mr. Fiat noted that the driveway actually sloped up, and as a result of a requirement by Matt Twombley to make the sidewalk ADA compliant, the slope actually dropped. Commissioner Thimm pointed out that the ADA incline is 5%. Mr. Fiat stated that Mr. Twombley asked them to flatten the sidewalk to 3%. The Commissioners agreed that the slope was too steep for a bike.

Commissioner Hall stated that given the grading for wildlife and bikers, she asked if it was possible to move the entire driveway closer to the house for the purpose of extending natural grade on the south side of the property so wildlife and bikers could use that rather than the 56% grade onto a flat driveway. Mr. Fiat replied that the width at the driveway was necessary in order to make a turn. He understood that Commissioner Kenworthy had suggested moving the curb cut to the north, allowing a separation between the curb cut and pedestrian walkway for planting. Mr. Fiat stated that they could move the curb cut, but at some point, they need the width to get out of the garage. Mr. Taylor thought they could narrow the curb cut and angle it. He pointed to where they could create a buffer at the street.

Director Erickson stated that if there is a desire by the Planning Commission to vote against this proposal the Staff would need to draft findings to deny. If the Commissioners choose to move forward with the plan as currently proposed, findings of fact, conclusions of law, and conditions of approval were included in the Staff report. The Planning Commission could also continue this item to allow the applicant the opportunity to address and mitigate their concerns. He summarized the issues as 1) find a way to reduce the distance of the encroachment from the house to the driveway; 2) find a way to reduce the grading of the transition zone into the driveway; 3) look for opportunities for additional landscaping; 4) possibly change the geometry of the driveway.

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Commissioner Sletten agreed with the applicant in terms of the desirability of the view corridor from the street with the larger front yard. He thought the concept of having a wider wildlife corridor and a corridor for bikers and hikers is more altruistic than practical in terms of actual use. Commissioner Sletten was prepared to vote in favor of the proposal this evening as submitted. However, he would not object to a continuance if the other Commissioners were determined to find a way to mitigate the entry by softening the edge of the retaining wall and pushing it back to the north. Vice-Chair Suesser stated that she had objections to the proposed plan beyond the one Commissioner Sletten mentioned.

Commissioner Thimm thought the Planning Commission had suggested additional conditions that he believed were reasonable. In terms of widening the front yard versus putting in a planter between the walkway and the driveway, he thought the streetscape would be better served with a wider area where the landscaping is more likely to survive than in a narrow planter. With respect to the gradient, Commissioner Thimm wanted to know from an engineering perspective, if there is a way to reduce the gradient down. He assumed it would require a more horizontal path or a change in the vertical.

City Engineer Taylor stated that one of the earlier designs before the stairs were required had a meandering path up the slope. He thought they could still meander a path and get close to the same slope. The applicant was not opposed to a meandering path in addition to the stairs. Mr. Taylor noted that they would need to work with the Sewer District to make sure it would not interfere with their requirement to drive up there. He believed the trail could be worked in without undermining the sewer access.

Commissioner Kenworthy asked if Mr. Taylor had looked at the engineering of the street going all the way through with the new elevation at the end of this driveway. Mr. Taylor stated that with the current accepted street standards, it would be unlikely to have a street that goes through. He thought a more likely scenario would be upgrades to the water or sewer in the future. Commissioner Kenworthy asked if the elevation reduced the chances of having a street going through. Mr. Taylor answered yes. He drew a straight line connecting Woodside to Norfolk and explained why it would be challenging; if not impossible. He emphasized that if the City ever needed the road for any reason, they would have the ability to revoke the encroachment agreement.

Commissioner Van Dine thought this project had improved upon some of the problems that occur with the yellow house, such as the wall at the end of driveway that does not create an accessible pathway. She agreed with Commissioner Thimm about finding a way to mitigate the steepness to make it a walkable or rideable path. Commissioner Van Dine also agreed that planters at the front with signage would create the

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appearance of a community walking path. She favored moving the driveway closer to the house to increase the amount of space for the walkway; however, she was interested in seeing how the angled driveway would look aesthetically from the front of the house. Commissioner Van Dine was unsure whether the design was amenable to being able to angle the driveway without adding more pavement. She was not opposed to the current design, but she would like to see what else could be done. Commissioner Van Dine thought it was more important to adjust the grade and to make sure the pathway looks like a public easement. It was also important to maintain natural planting and to keep it with the character of the neighborhood as a usable community space.

Commissioner Sletten agreed with the Historic Preservation Board in terms of the benefit of having side entry driveways. In looking at alternatives for this project, they need to make sure the turning radius is maintained to keep the garage from becoming storage. If it is impractical to get a car in and out of the garage, the owners end up parking on the street, which exacerbates the parking issues in Old Town.

Mr. DeGray stated that the applicant would ask the Civil Engineer to do another driveway study with a vehicle and include it as an Exhibit for the next meeting. If the Planning Commission intended to continue this item, the applicant requested a continuance to the first meeting in November.

Planner Tyler asked the Planning Commission to recap the direction to Staff and the applicant. She believed there were differing opinions and asked the Commissioners to reach agreement on some of the items they wanted addressed.

Commissioner Hall thought the two main items were grading for wildlife and biking access; and minimizing the driveway from the street access with landscaping. Commissioner Kenworthy thought it should all be under the umbrella of safeguarding the future desires of the City to take back the right-of-way.

Vice-Chair Suesser wanted policy direction from the City Council on whether they should contemplate an encroachment of this size into the right-of-way. She believed it was a policy decision and asked if the other Commissioners would support that request.

City Attorney Harrington stated that the policy has been articulated by the City Council in the form of a conditional use permit and the Code. Requesting City Council policy input while evaluating the criteria for this application runs afoul of the application of the Code that the Council already adopted. Mr. Harrington remarked that the Planning Commission could make a separate recommendation to the City Council to reconsider that specific criteria or to remove the criteria from the LMC and make it a case by case

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determination in the future for encroachments subject to design standards. He noted that there are other ways these requests could be evaluated; but it is currently evaluated as a conditional use permit under the Planning Commission authority, and the policy aspects have already been determined. Mr. Harrington thought it would be inappropriate to raise that issue in the middle of a pending application.

Vice-Chair Suesser believed the application fails with respect to the open space criteria, the General Plan criteria, and that the size and location of this driveway significantly within the right-of-way is inappropriate. She did not believe there has been an evaluation of the utility use of the right-of-way, and it fails CUP Criteria 1, 3, 7, 8, 9, and 16.

In terms of additional conditions, Vice-Chair Suesser noted that the Commissioners talked about requiring the owner to maintain heating the pedestrian walkway; putting two conduits in the right-of-way prior to building the driveway; the need to have the current natural grade separation between the public pathway/stairway and the driveway; and possibly exploring a meandering path rather than having such a steep stairway.

Mr. Fiat noted that the original meandering path was taken out of the design when Matt Twombley requested a staircase. He clarified that the Planning Commission was asking for both a meandering path and a staircase. Commissioner Thimm preferred to maintain the stairway and have a rideable path. Commissioner Hall stated that she would not be opposed to a usable S-turn dirt path that is well-maintained.

Commissioner Thimm concurred with the added conditions as outlined by Vice-Chair Suesser.

MOTION: Commissioner Hall moved to CONTINUE the CUP for 901 Woodside to November 13, 2019. Commissioner Van Dine seconded the motion.

VOTE: The motion passed unanimously.

WORK SESSION

Annual Legal Training – Open and Public Meetings Act

City Attorney Harrington reported that State Code requires an annual training on processes related to the Open and Public Meetings act. He started with a scene from the movie “Bridge of Spies” to make a point on the legal admonishment to follow the law. Mr. Harrington explained that in the scene the agent was asking someone to

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violate his attorney/client privilege because he does not understand its purpose and he believes there is a good reason to break the rule.

City Attorney Harrington understands that it is very frustrating when the Commissioners are trying to serve the public and do the right thing. It is especially difficult when a citizen corners a Commissioner in the supermarket on a certain matter and the Commissioner has to say he or she cannot talk to them and to make their comments at the next public hearing. Citizens do not understand why they cannot talk to the Commissioner because they are supposed to represent the people. Mr. Harrington remarked that many people do not like to attend public hearings where they have to speak in public or make their comments in front of the developer whose project they are opposing. They prefer to talk to the Commissioner and let him or her relay their concerns. He noted that the Commissioners might also be cornered by a well-intentioned applicant who is looking for some pre-application direction. Some even want to hold an open house with the Planning Commission to make sure they are on the right track before filing an application. Mr. Harrington stated that in every instance the answer is no.

City Attorney Harrington stated that the rule for the Planning Commission is to do the public's work in open and to be transparent and fair. The other Commissioners and members of the public do not have the benefit of hearing the dialogue if it takes place one on one in private rather than in the public meeting. Mr. Harrington stated that the City looks for alternatives accommodate the public with officially noticed open houses and on-the-record open houses. The Planning Commission could challenge the Staff to do more public engaging on the legislative side with Code Amendments or General Plan visioning. However, for something like a conditional use permit or an administrative quasi-judicial hearing, the public's business needs to be done in the Council Chamber.

City Attorney Harrington stated that if a Commissioner is approach by a citizen and it is difficult to stop the conversation, they should end it as soon as possible and disclose the encounter at the public meeting.

City Attorney Harrington noted that the exception are legislative matters such as Code Amendments. Since the Planning Commission makes a recommendation to the City Council on pending Code Amendments, they are able to test the pulse of the community. Legislative matters can be openly discussed outside of the public meeting. The no ex parte rule applies to Administrative and Quasi-judicial matters.

City Attorney Harrington pointed out that the Planning Commission has less appeal authority than they did years ago. Therefore, they see very few quasi-judicial matters.

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He explained that Quasi-judicial is an even a higher standard because they act as a judge in those matters and there is less flexibility to cure some of the due process issues and ex parte contacts.

Mr. Harrington advised the Commissioners to immediately say they are not able to talk to the person who stopped them, but to encourage that person to either attend the meeting and comment during the public hearing; or they can submit their comments in writing to the Planning Department to be included in the record.

City Attorney Harrington cautioned the Planning Commission about having a meeting after the meeting by continuing to discuss a project after the meeting is adjourned. He recognizes that everyone is human and it is easy to have those discussions during a break, after the meeting, or getting together socially after the meeting. If an item is continued, it is still a pending application and they cannot talk about it among each other or with members of the public who might approach them afterwards. Mr. Harrington pointed out that if the Planning Commission goes for drinks after the meeting, a Staff person accompanies them to make sure the conversation remains social and not about a project or application.

City Attorney Harrington stated that in a small town like Park City it is not unusual to have several Commissioners at a social event. In this case, the City openly and transparently pushes the envelope because it is a small community that encourages people to get together.

Vice-Chair Suesser asked if she is allowed to speak to another Commissioner one on one about a pending CUP. Mr. Harrington replied that it depends on the type of matter. They have some deliberation capability and have an ability to ask one another a question on the material that is pending. However, they are not allowed to advocate Administrative matter behind the scenes. They can lobby one another on legislative matters, but they cannot do that with conditional use permits. Vice-Chair Suesser understood that the Commissioners could discuss a CUP outside of a meeting, but they cannot advocate. Mr. Harrington stated that one example would be for one Commissioner to ask another if they had the same question on something in the Staff report because they intend to ask for more information. That would be appropriate; but debating the merits of the application would be inappropriate. Mr. Harrington stated that the best guideline to follow is that the debate should occur in the Chamber. The applicant should have a fair opportunity to witness how the Planning Commission decided to act on their application. If the Commissioners have a side discussion on things that neither the Staff nor the applicant are aware of and do not have the opportunity to respond, it deprives the applicant of fairness.

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City Attorney Harrington emphasized that if ex parte communication does occur, the Commissioner should disclose the substance of the conversation in the public meeting. It Is not enough to just disclose that it occurred.

Commissioner Kenworthy asked if it was appropriate to take the pictures he did when he visited 901 Woodside earlier that day. Mr. Harrington thought those pictures were appropriate because Commissioner Kenworthy took pictures of what he observed at the site and shared it with everyone at the meeting so they all had the benefit of seeing what he saw. Mr. Harrington commented on the process followed for scheduled site visits. The on-site conversations should be kept minimal; and a summary of the site visit should be disclosed at the start of the meeting so it goes on the record.

Commissioner Kenworthy stated that he gets invited to a lot of things and twice he has been invited to an open house to get to know the stakeholders in Old Town. He declined both invitation because he is a Planning Commissioner. He assumed he had done the right thing. Mr. Harrington advised the Planning Commission against going to pre-application open houses because it would be almost impossible for either the public who attend or the applicant to refrain from trying to engage the Commissioners.

City Attorney Harrington advised the Planning Commission to pay attention to the evolution of social media and electronic communications. Communication through those methods are treated the same as a handwritten memo and it could end up in the Park Record. He urged them to be aware of their written communications and emails because they are likely subject to GRAMA. If the communication is a group debate, it can trigger a meeting violation.

City Attorney Harrington encouraged the Commissioners to contact him if they have further questions. If they wish to pursue additional information, the State Auditor has a presentation online at the utah.gov website. The League of Cities and Towns also has additional information available. Mr. Harrington stated that this Planning Commission has been good about not violating the law and he appreciated their diligence.

Commissioner Hall thought it was helpful when the Ombudsman talked at a previous work session. She would like to have him back for another work session. Director Erickson replied and he and Mr. Harrington were working on scheduling another meeting with the Ombudsman. Commissioner Hall recalled that the Ombudsman had said that in the best run towns the Planning Commission spends half their time doing legislative amendments so the Code reflects the current feeling of the community. She understood that the Staff has been overworked, but she had anticipated doing more legislative work. She thought the Planning Commission should make legislative matters

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a priority. Commissioner Hall wanted the Planning Commission to take a more active legislative approach. Vice-Chair Suesser concurred.

City Attorney Harrington thought Director Erickson could provide a summary of how much work is pending on the legislative front. He commented on legislation that the Staff was working on that would be coming to the Planning Commission. Regarding prioritization, he believed the Commissioners have the ability to influence the Planning Department, but it is a give and take with other priorities and customer service in terms of pending application.

Commissioner Hall reiterated her request to update the Code before larger applications come before the Planning Commission. Commissioner Kenworthy agreed. Vice-Chair Suesser thought there needed to be a lot of clarifications in the Code. Mr. Harrington suggested that the Planning Commission ask the Staff to schedule a separate work session on what they anticipate bringing to the Planning Commission in the near future, and allow the Commissioners to provide feedback on whether it is sufficient to meet their expectations.

Commissioner Kenworthy noted that he and Commissioner Sletten are on the Transportation committee. He asked if the Open Meetings Act applied to that committee as well. Mr. Harrington stated that if it was a liaison position on a committee, it would be appropriate to discuss it with the public because their function is to provide input. However, they should be careful to distinguish whether they are speaking individually or at the direction and with full support of the Planning Commission.

Commissioner Thimm asked if there are restrictions or guidelines for a Commissioner to attend an open house that has no relation to anything on an upcoming agenda. He pointed out that Planning Commissioners are also individual citizens and asked if they were prohibited from providing input as a citizen. Mr. Harrington stated that they should use pragmatic discretion in those circumstances and be reasonable. If an application is not pending but they know it could eventually come before them, he would advise against giving any personal input because it could potentially become a problem. However, if they choose to ask a question or make a comment, they should make it clear that they are acting in an individual capacity as a private citizen.

Vice-Chair Suesser stated that if a Commissioner has questions with respect to a particular application, she asked if they could reach out to City departments to get a better understanding of why a particular aspect is being supported. Mr. Harrington did not recommend reaching out beyond the Planning Department. The proper process would be to ask the Planning Department to request that someone from those Departments attend a meeting so the questions can be asked in public. Another option

PENDING APPROVAL

would be to submit their question to the Planning Department in advance so the Staff could obtain the response from the specific department and include it in the Staff report or provide an answer at the meeting.

The Planning Commission Meeting adjourned at 7:55 p.m.

Approved by Planning Commission: _____

PENDING APPROVAL

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **Woodside Park Phase II Master Planned Development**
Author: **Hannah M. Tyler, AICP – Senior Planner**
Project Number: **PL-18-03862**
Date: **October 9, 2019**
Type of Item: **Remand of Master Planned Development – Setbacks**

Summary Recommendations

Staff recommends the Planning Commission review and ratify the Findings of Fact, Conclusions of Law, and Conditions of Approval for the Setbacks for the Master Planned Development application pursuant to LMC 15-6-5(C).

Background

On June 25, 2019, the Board of Adjustment reviewed an Appeal of the May 22, 2019 Planning Commission approval of the Master Planned Development (MPD) application and directed staff to prepare Findings of Fact to remand the review of Setbacks for the Master Planned Development application to the Planning Commission pursuant to LMC 15-6-5(C). The Board of Adjustment ratified the Findings of Fact on July 16, 2019. On September 11, 2019, the Planning Commission reviewed the applicant's updated submittal for compliance with 15-6-5(C) Master Planned Development Requirements – Setbacks and directed staff to amend the Findings of Fact to reflect their analysis and determination re-approving the requested setbacks, with the exception of a new Condition of Approval that the Empire Avenue Multi-Unit Dwelling shall maintain a minimum Front Yard Setback of twenty-five feet (25'). This Front Yard Setback is still eligiblefor an exception for roof overhangs consistent with the underlying Recreation Commercial (RC) Zone Section 15-2.16-3(D)(4). Links to all public meeting staff reports and minutes can be found below:

- March 27, 2019 Planning Commission Work Session Staff Report (page 4) and Minutes (page 2)
- May 22, 2019 Planning Commission Staff Report (page 31) and Minutes (page 3)
- June 25, 2019 Board of Adjustment Staff Report and Minutes
- July 16, 2019 Board Of Adjustment Staff Report
- August 28, 2019 Planning Commission Continuation Staff Report
- September 11, 2019 Planning Commission Staff Report

Exhibits:

Exhibit 1 Findings of Fact, Conclusions of Law and Conditions of Approval

Exhibit 1: Findings of Fact, Conclusions of Law, and Conditions of Approval

October 9, 2019

Park City Municipal Corporation
ATTN: Jason Glidden
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84103

CC: Method Studios, Project Architects

NOTICE OF PLANNING COMMISSION ACTION

Description

Project Description:	Woodside Park Phase II Master Planned Development
Project Number:	PL-18-03822
Project Address:	1330 Empire Avenue, 1302 Norfolk Avenue, 1361 Woodside Avenue, and 1323 Woodside Avenue.
Date of Final Action:	October 9, 2019 [Partial Remand Re: Setbacks of May 22, 2019 MPD Approval]

Action Taken

On October 9, 2019 the Planning Commission reviewed and approved the following amended Findings of Fact, Conclusions of Law, and Conditions of Approval for the Setback Reductions for Woodside Park Phase II Master Planned Development (MPD):

Findings of Fact:

1. The proposed site location consists of 1330 Empire Avenue, 1302 Norfolk Avenue ("Significant" Single-Family Dwelling), 1361 Woodside Avenue, and 1323 Woodside Avenue.
2. The proposed site is located in the Recreation Commercial (RC) Zoning District.
3. The site is known as the Woodside Park Affordable Housing Project Phase II.
4. Phase II of the Woodside Park Affordable Housing Project will be located between Woodside Avenue and Empire Avenue, with a small portion of the development abutting Norfolk Avenue. There will be a total of 58 units, 52 of which will be deed restricted Affordable Housing units. The scope will include the following:
    - Deed-restricted Affordable Housing Units (52 total):
        - Two (2) Triplex Dwellings abutting Woodside Avenue. The Triplex Dwellings take the form of "townhome style" units.
        - Two (2) Multi-Unit Dwellings centrally located on Lot 2 and accessed via Woodside Avenue. There will be a total of 46 "flats" comprised of studio, one (1), and two (2), bedroom units split between two (2) Multi-Unit Dwellings
    - Market Rate Units (six [6] total):

    - A Multi-Unit Dwelling abutting Empire Avenue which will contain five (5) townhomes style attached units – 1330 Empire Avenue
    - One (1) "Significant" Single-Family Dwelling – 1302 Norfolk Avenue
    - A Parking Garage located beneath the Woodside Avenue townhomes and Multi-Unit Dwellings (flats)
  - A Public Access Easement running east-west which will link to the Woodside Park Phase I Access Easement. The Public Access Easement will also contain Public Art as determined by the Park City Public Art Board.
  - Central gathering areas in the plaza space adjacent to the Public Access Easement.
  - A trail connecting Norfolk Avenue to the central gathering area in the plaza and Public Access Easement.
5. The MPD application was deemed complete on February 1, 2019.
6. There are three (3) applications total for the entire scope of Phase II, including a Master Planned Development, Conditional Use Permit, and Plat Amendment.
7. The Planning Commission reviewed, held a public hearing, and continued the Master Planned Development application during a Work Session on March 27, 2019.
8. On May 22, 2019, the Planning Commission approved the Master Planned Development application.
9. On June 3, 2019, the City received an application for an Appeal of the Planning Commission's Approval of the Master Planned Development application for the Woodside Park Phase II Affordable Housing Project application located at 1330 Empire Avenue, 1302 Norfolk Avenue, 1361 Woodside Avenue, and 1323 Woodside Avenue. On June 10, 2019, the Appellant provided supplemental information. This appeal was submitted within 10 days of the Final Action of the Planning Commission.
10. On June 25, 2019, the Board of Adjustment reviewed an Appeal of the May 22, 2019 Planning Commission approval of the Master Planned Development (MPD) application and directed staff to prepare Findings of Fact to remand the review of Setbacks for the Master Planned Development application to the Planning Commission pursuant to LMC 15-6-5(C).
11. The Board of Adjustment ratified the Findings of Fact on July 16, 2019 denying the Appeal in Part and remanding the review of Setbacks for the Master Planned Development application to the Planning Commission pursuant to LMC 15-6-5(C).
12. On September 11, 2019, the Planning Commission reviewed the applicant's updated submittal for compliance with 15-6-5(C) Master Planned Development Requirements – Setbacks and directed staff to amend the Findings of Fact to reflect their comments including a new Condition of Approval that the Empire Avenue Multi-Unit Dwelling shall maintain a minimum Front Yard Setback of twenty-five feet (25') excluding an exception for overhangs consistent with the underlying Zone Requirements.
13. On March 13, 2019, May 8, 2019, August 14, 2019, and September 25, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and Park Record on March 9, 2019 May 4, 2019, August 10, 2019, and September 25, 2019 according to requirements of the Land Management Code.

14. The proposal complies with Land Management Code (LMC) § 15-6-5(C) Setbacks. Per LMC 15-6-5(C) MPD Requirements - Setbacks, the minimum Setback around the exterior boundary of an MPD shall be twenty five feet (25') for Parcels greater than one (1) acre in size. However, per LMC 15-6-5(C)(1) MPD Requirements - Setbacks, the Planning Commission may decrease the required perimeter Setback from twenty-five feet (25') for MPD applications one (1) acre or larger to the zone required Setback if it is necessary to provide desired architectural interest and variation.
15. Woodside Park Affordable Housing Phase II is requesting a Setback reduction to the Zone required Setback so that the development is aligned with the neighboring properties along the streetscapes of Norfolk Avenue and Woodside Avenue. This setback reduction will not result in increased density. ~~The Empire Avenue Multi-Unit Dwelling shall maintain a minimum Front Yard Setback of twenty-five feet (25').~~
16. ~~The~~ Upon evaluating the Applicant's representations and figures in the Analysis section of the September 11, 2019 Staff Report, which are incorporated herein, and based upon the Planning Commission deliberation after public hearing, the Commission finds that the requested setbacks, except as conditioned below, are necessary to provide desired architectural interest and variation because:
a) The desired architectural interest and variation complement existing streetscapes and achieve a site plan consistent with the zone, general plan and sustainability goals. On this site, the desired results are best evaluated from the totality of the architectural characteristics of the entire site plan and the buildings collectively, rather than individually. The proposed setbacks are necessary to achieve ~~Setback reduction will result in increased architectural variation because of the~~ broken up massing of multiple buildings rather than one larger mass, the clustering of density towards the center of the site, and ~~decreased Setbacks resulting in increased~~ the Public plaza space and walkway.~~, generally more architecturally interesting development that follows the predominant architectural vernacular and pattern of the Woodside Avenue and Empire Avenue streetscapes, increased parking, more welcoming and approachable pedestrian and trail connectivity, and the variation between the architecture of each building.~~
b) Building to the larger MPD setbacks on Woodside Avenue is not desired because the result would be inconsistent with the existing buildout on the street.and would detract from the character of the neighborhood. The proposed townhouse configuration with smaller setbacks and porches is desired.
c) The large public plaza and east-west connection are desired public amenities, which help reduce the overall massing, and the setbacks proposed are necessary for the desired dense site plan which balances affordability, pedestrian connections, open space and variations in building scale.
~~16.~~ d) The additional 5' Front Setback on Empire Avenue is not necessary as the proposed buildings may be shifted without materially impacting the desired site plan or architecture. Height will still comply with the zone height although perceived height due to the shift of the building pad on the slope will slightly increase.
17. The minimum Setbacks for the proposed Multi-Unit Dwelling on Lot 1shall be:
    - Front Yard: 25 feet (25')
    - Side Yard: 10 feet (10')

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- Rear Yard 10 feet (10')

18. The minimum Setbacks for the Multi-Unit Dwellings on Lot 2 shall be:
    - Front Yard: 20 feet (20')
    - Side Yard: 10 feet (10')
    - Rear Yard: 10 feet (10') and reduced to five feet (5') for the area highlighted in Figure 8 on page 8 in the staff report. The applicant is requesting an additional Rear Yard setback reduction to five feet (5') from the required 10 feet (10') for a portion of Lot 2. ~~The~~ An additional purpose of the Setback Reduction is to accommodate a utility easement for Lot 1 (1330 Empire Avenue).
19. The minimum Setbacks for existing Historic Single-Family Dwelling on Lot 3 shall be:
    - Front Yard: 10 ft. for new construction; however the existing Historic Structure is a Legal Non-Complying Structure with a Front Yard Setback measuring six feet eleven inches (6'11")
    - Side Yard: Minimum five feet (5') and a minimum total of 14 feet (14')
    - Rear Yard: 10 feet
20. ~~The analysis section is incorporated herein.~~

Conclusions of Law:

~~1.~~ The MPD, as approved and conditioned on May 22, 2019, and as further approved and conditioned below, complies ~~with all the requirements of the Land Management Code;~~

~~2. The MPD, as conditioned, strengthens and enhances the resort character of Park City;~~

~~3.~~1. ~~The MPD has been noticed and public hearing held in accordance with this Code~~with the required Findings and Conclusions A-O pursuant to Land Management Code Section 15-6-6.

Conditions of Approval:

1. The project shall fully comply with any provisions indicated in the LMC or approved MPD regarding lighting, trash/recycling enclosures, mechanical equipment, etc.
2. A development agreement as described in LMC Section 15-6-4(G) shall be ratified by the Planning Commission within 6 months of this approval and prior to issuance of a building permit for the project.
3. All conditions of the original May 22, 2019 Planning Commission Master Planned Development application approval apply except as modified by #4 below.
4. The Empire Avenue Multi-Unit Dwelling shall maintain a minimum Front Yard Setback of twenty-five feet (25'). This~~,~~ Front Setback~~excluding an~~ is still eligible for the exception for roof overhangs consistent with the underlying Recreation Commercial (RC) Zone ~~Requirements~~Section 15-2.16-3(D)(4).

~~3.~~

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_____

John Phillips
Park City Planning Commission Chair

CC: Hannah M. Tyler, AICP – Senior Planner

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: Amended Mine Cart Subdivision
Author: Laura Kuhrmeyer, Planner I
Project Number: PL-19-04310
Date: October 9, 2019
Type of Item: Legislative – Plat Amendment

Summary Recommendations

Staff recommends the Planning Commission review and hold a public hearing for the Amended Mine Cart Subdivision and consider forwarding a positive recommendation to the City Council based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Description

Applicant:	Dee Vee Dee AKT LLC, Represented by Jodi Hoffman
Location:	552 Deer Valley Drive & 553 Deer Valley Loop Road
Zoning:	Residential Medium (RM) Density
Adjacent Land Uses:	Residential – Single Family, Duplex, Condominiums
Reason for Review:	Plat Amendments require Planning Commission review and City Council review and action

Proposal

The Applicants are proposing to do a Lot Line Adjustment via a Plat Amendment. The proposal includes shifting the internal Lot Line, between the two (2) lots, three feet (3') north towards Deer Valley Drive.

Purpose

The purpose of the Residential Medium (RM) Density District can be found in Land Management Code (LMC) 15-2.15-1.

Background

The Site is currently vacant, but has two active Building Permits for two proposed Single Family Dwellings. On November 15, 2018, the City Council approved the Mine Cart Subdivision and the Plat was recorded on April 12, 2019. It was discovered during the Building Permit review that the original Plat (Mine Cart Subdivision) was recorded with the internal Lot Line in the incorrect position. This Lot Line Adjustment will allow both of the proposed Single Family Dwellings to meet the required Setbacks.

On August 21, 2019, the Planning Department received a complete Plat Amendment Application for the proposed Lot Line Adjustment.

Staff is recommending approval of the proposed adjustment as it will allow the Applicants to continue with their proposed Building Permits and meet all required Setbacks.

Analysis
The subject sites are located at 552 Deer Valley Drive and 553 Deer Valley Loop Road. The sites are both located within the Residential Medium (RM) Density Zoning District. The Applicants are proposing a Lot Line Adjustment via a Plat Amendment to shift the internal Lot Line three feet (3') north towards Deer Valley Drive.

The minimum Lot Size for a Single Family Dwelling within the Residential Medium (RM) Density District is 2,812 square feet. According to the current recorded Plat, the current Lot Sizes are 4,171 square feet (Lot 1 – 552 Deer Valley Drive) and 3,764 square feet (Lot 2 – 553 Deer Valley Loop Road). With the proposed Plat Amendment, Lot 1 will become 3,999 square feet and Lot 2 will become 3,933 square feet. Both Lots will remain above the minimum required Lot Size. The proposed Lot Sizes are both compatible with existing lots in the neighborhood.

The minimum required Rear Setback for this zone is ten feet (10'). The proposed Single Family Dwelling at 553 Deer Valley Loop Road is just shy of meeting the minimum required Rear Setback. Since the proposed Single Family Dwelling at 552 Deer Valley Drive has addition space in the rear, the internal Lot Line will shift three feet (3') north towards Deer Valley Drive to allow the proposed Building at 553 Deer Valley Loop Road to meet the minimum required Rear Setback.

Staff recommends approval of the Plat Amendment as it will allow the Applicant to construct the two Single Family Dwellings as proposed.

Good Cause
Staff finds that there is good cause for this Plat Amendment, in that it does not negatively impact any of the neighbors and it is consistent with the Land Management Code.

Process
The approval of this Plat Amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC §15-1-18.

Department Review
This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice
On September 25, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on September 21, 2019.

Public Input
No public comment has been received at the time of this report.

Alternatives

- The Planning Commission may forward a positive recommendation to the City Council for the proposed Amended Mine Cart Subdivision, as conditioned or amended at the meeting; or
- The Planning Commission may forward a negative recommendation to the City Council for the proposed Amended Mine Cart Subdivision, and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the proposed Amended Mine Cart Subdivision, and request additional information or analysis in order to make a recommendation.

Significant Impacts

There are no significant fiscal or environmental impacts from this application as conditioned.

Consequences of not taking recommended action

The consequences of not taking the recommended action would be that the applicant would have to redesign the proposed Single Family Dwelling to meet the minimum required Rear Setback.

Summary Recommendations

Staff recommends the Planning Commission review and hold a public hearing for the Amended Mine Cart Subdivision and consider forwarding a positive recommendation to the City Council based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A: Draft Ordinance
Attachment 1: Amended Mine Cart Subdivision (Proposed)
Exhibit B: Mine Cart Subdivision (Current Recorded Plat)
Exhibit C: Applicant's Project description
Exhibit D: Existing Conditions Survey
Exhibit E: Aerial Photograph
Exhibit F: Site Photographs

Exhibit A – Draft Ordinance

Ordinance No. 2019-XX

AN ORDINANCE APPROVING THE AMENDED MINE CART SUBDIVISION, LOCATED AT 552 DEER VALLEY DRIVE, PARK CITY, UTAH AND 553 DEER VALLEY LOOP ROAD, PARK CITY, UTAH.

WHEREAS, the property owners of the property located at 552 Deer Valley Drive and 553 Deer Valley Loop Road have petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on September 21, 2019, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, on September 25, 2019, the site was properly noticed and posted according to the requirements of the Land Management Code; and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on October 9, 2019, to receive input on the proposed Plat Amendment; and

WHEREAS, the Planning Commission on October 9, 2019, forwarded a recommendation to the City Council; and,

WHEREAS, on October 22, 2019, the City Council held a public hearing to receive input on the Plat Amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Amended Mine Cart Subdivision, located at 552 Deer Valley Drive and 553 Deer Valley Loop Road.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL. The Amended Mine Cart Subdivision as shown in **Attachment 1** is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The subject property is located at 552 Deer Valley Drive and 553 Deer Valley Loop Road.
2. The site is within the Residential Medium (RM) Density District.
3. The Plat Amendment application is a request to move the internal Lot Line three feet (3') north, towards Deer Valley Drive.

4. The minimum Lot Size for a Single Family Dwelling within the Residential Medium (RM) Density District is 2,812 square feet.
5. According to the current recorded Plat, the current Lot Sizes are 4,171 square feet (Lot 1 – 552 Deer Valley Drive) and 3,764 square feet (Lot 2 – 553 Deer Valley Loop Road).
6. With the proposed Plat Amendment, Lot 1 will become 3,999 square feet and Lot 2 will become 3,933 square feet.
7. Both Lots will remain above the minimum required Lot Size.
8. The proposed Lot Sizes are both compatible with existing lots in the neighborhood.
9. The minimum required Rear Setback for this zone is ten feet (10').
10. The proposed Single Family Dwelling at 553 Deer Valley Loop Road is just shy of meeting the minimum required Rear Setback. Since the proposed Single Family Dwelling at 552 Deer Valley Drive has addition space in the rear, the internal Lot Line will shift three feet (3') north towards Deer Valley Drive to allow the proposed Building at 553 Deer Valley Loop Road to meet the minimum required Rear Setback.
11. The Plat Amendment is necessary in order for the applicant to obtain a building permit for the proposed construction of the Single Family Dwelling at 553 Deer Valley Loop.
12. Staff recommends approval of the Plat Amendment as it will allow the Applicant to construct the two Single Family Dwellings as proposed.
13. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

1. There is good cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding Plat Amendments.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The Plat shall note that fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.
4. The property is not located within the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore it is not regulated by the City for mine related impacts. However, if the property owner does encounter mine

waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.

5. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
6. No Certificate of Occupancy for the proposed Single Family Dwelling at 553 Deer Valley Loop Road may be granted until the final plat is recorded with the Summit County Recorder's Office.
7. A Plat Note shall be added that all Conditions of Approval from the original Mine Cart Subdivisision Plat (Ordinance No. 2018-57) shall continue to apply.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 22nd day of October, 2019.

PARK CITY MUNICIPAL CORPORATION

_____
Andy Beerman, MAYOR

ATTEST:

_____
Michelle Kellogg, City Recorder

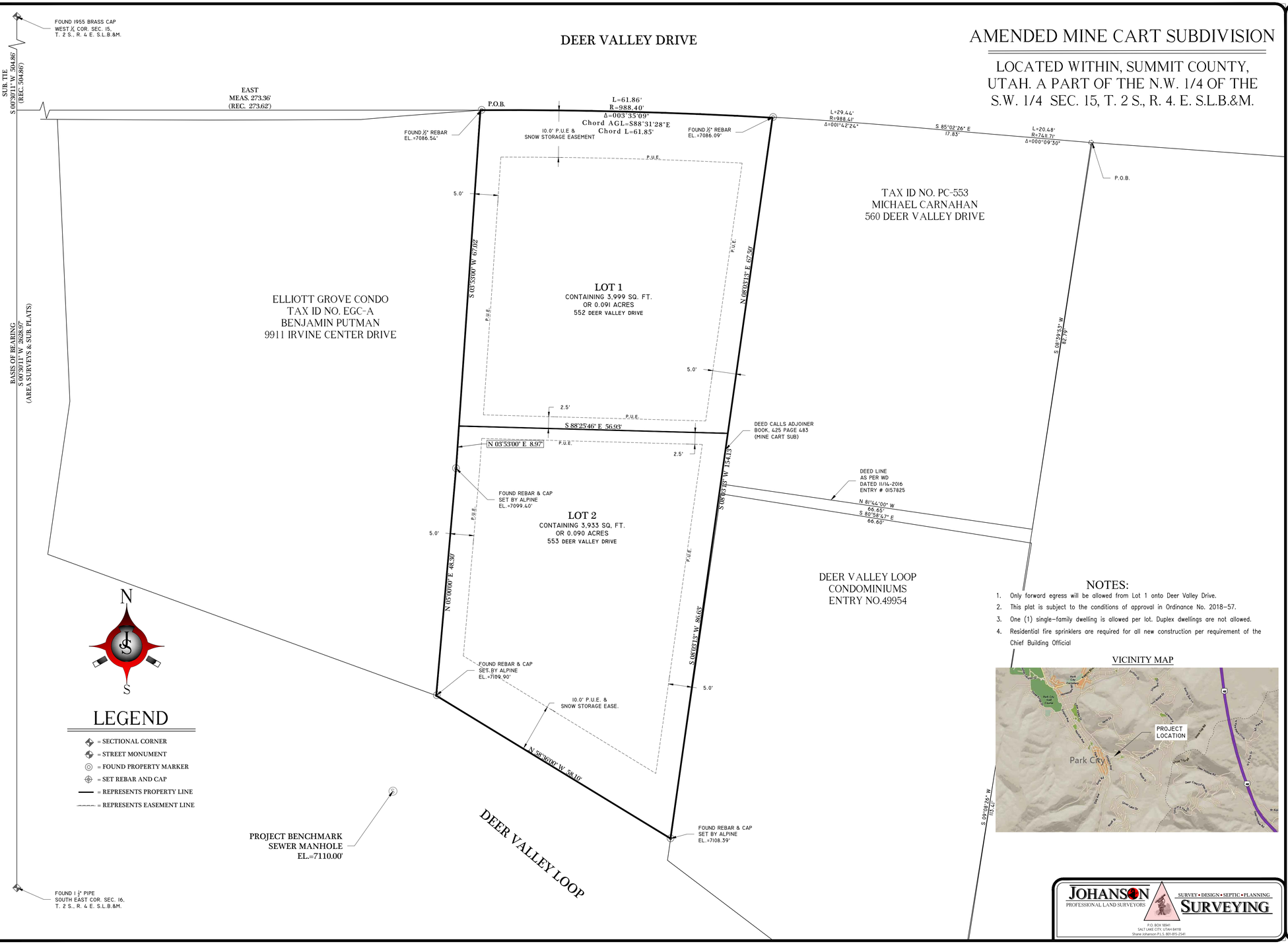
APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

Exhibits
Attachment 1 – Amended Mine Cart Subdivision

AMENDED MINE CART SUBDIVISION

LOCATED WITHIN, SUMMIT COUNTY, UTAH. A PART OF THE N.W. 1/4 OF THE S.W. 1/4 SEC. 15, T. 2 S., R. 4. E. S.L.B.&M.



LEGEND

- = SECTIONAL CORNER
- = STREET MONUMENT
- = FOUND PROPERTY MARKER
- = SET REBAR AND CAP
- = REPRESENTS PROPERTY LINE
- = REPRESENTS EASEMENT LINE

NOTES:

1. Only forward egress will be allowed from Lot 1 onto Deer Valley Drive.
2. This plat is subject to the conditions of approval in Ordinance No. 2018-57.
3. One (1) single-family dwelling is allowed per lot. Duplex dwellings are not allowed.
4. Residential fire sprinklers are required for all new construction per requirement of the Chief Building Official

VICINITY MAP

SURVEYOR'S CERTIFICATE

I, Shane Johanson do hereby certify that I am a Land Surveyor, and that I hold certificate No.7075114, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, hereafter to be known as _AMENDED MINE CART SUBDIVISION____and that same has been surveyed and shown on this plat. This survey was performed within the accordance of the minimum accuracy of an urban survey, Class "A", or a linear closure of 1:15,000'.

The purpose of this survey is to locate the boundaries of the described lots and to combine these lots into one single lot, for the eventual purpose of constructing and building future development.

LEGAL DESCRIPTION

Beginning at a point that is South 0°30'11" West 504.86 feet and East 273.36 feet from the West 1/4 corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base & Meridian; thence continuing on a 988.40 foot radius curve to the right and with an arc Length of 61.86 feet and a central angle of 3°35'09", also with a Chord bearing of South 88°31'28" East a distance of 61.85 feet; Thence South 08°03'13" West a distance of 154.13 feet; thence North 58°36'00" West 58.10 feet; North 05°00'00" East a distance 48.30 feet; Thence North 03°53'00" East a distance of 75.99 feet to the point of beginning.

OWNER'S DEDICATION

Know all men by these presents that, the undersigned owner DEE VEE DEE AKT, LLC, a Texas limited liability company, of the above described tract of land to be hereafter known as

AMENDED MINE CART SUBDIVISION

does hereby certify to have caused this plat to be prepared and does hereby dedicate for the perpetual use of the public all public roads and other areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance, and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof the owner has hereunto set this _____ day of _____ A.D., 20_____.

_____

DEE VEE DEE AKT, LLC, a Texas limited liability company,
John Lopez, Managing Member

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)

:ss.

COUNTY OF _____)

On this _____ day of _____, 20_____, John Lopez personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Managing Member of DEE VEE DEE AKT, LLC, a Texas limited liability company, and that this document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members and he acknowledged to me that he executed this AMENDED MINE CART SUBDIVISION plat.

_____ NOTARY PUBLIC.

JOHANSON PROFESSIONAL LAND SURVEYORS
SURVEY • DESIGN • SEPTIC • PLANNING
SURVEYING
P.O. BOX 98941
SALT LAKE CITY, UTAH 84118
Shane Johanson P.L.S. 801-815-2541

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

PARK CITY PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION ON THE 24th DAY OF OCTOBER, 2018.

BY _____ date

CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL ON THE 15th DAY OF NOVEMBER, 2018.

BY _____ PARK CITY RECORDER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____DAY OF _____, 20___.

BY _____ S.B.W.R.D.

ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE ON THIS _____ DAY OF _____, 20___.

BY _____ PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ___ DAY OF _____, 20___.

_____ PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL ON THE 15th DAY OF NOVEMBER, 2018.

_____ PARK CITY MAYOR

COUNTY RECORDER# _____

State of Utah, County of Summit, recorded and filed at the request of

_____

Date _____ Time _____ Book _____ Page _____

Fee $ _____ _____ County Recorder

NUMBER _____

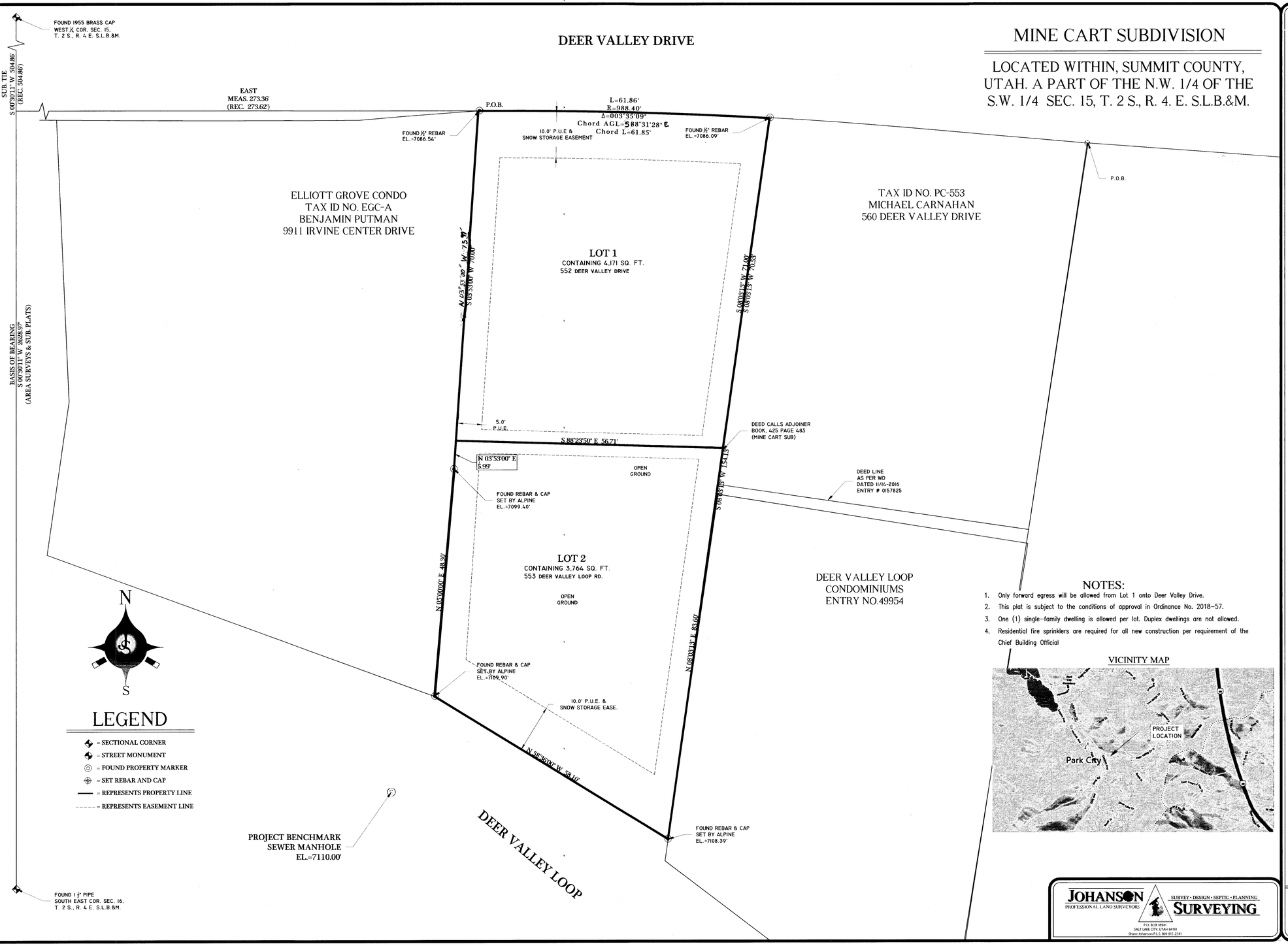
ACCOUNT _____

SHEET 1

OF 1 SHEETS

MINE CART SUBDIVISION

LOCATED WITHIN, SUMMIT COUNTY, UTAH. A PART OF THE N.W. 1/4 OF THE S.W. 1/4 SEC. 15, T. 2 S., R. 4. E. S.L.B.&M.



LEGEND

- = SECTIONAL CORNER
- = STREET MONUMENT
- = FOUND PROPERTY MARKER
- = SET REBAR AND CAP
- = REPRESENTS PROPERTY LINE
- = REPRESENTS EASEMENT LINE

NOTES:

1. Only forward egress will be allowed from Lot 1 onto Deer Valley Drive.
2. This plat is subject to the conditions of approval in Ordinance No. 2018-57.
3. One (1) single-family dwelling is allowed per lot. Duplex dwellings are not allowed.
4. Residential fire sprinklers are required for all new construction per requirement of the Chief Building Official

VICINITY MAP

SURVEYOR'S CERTIFICATE

I, Shane Johanson do hereby certify that I am a Land Surveyor, and that I hold certificate No.7075114, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, hereafter to be known as MINE CART SUBDIVISION and that same has been surveyed and shown on this plat. This survey was performed within the accordance of the minimum accuracy of an urban survey, Class "A", or a linear closure of 1:15,000'.

The purpose of this survey is to locate the boundaries of the described lots and to combine these lots into one single lot, for the eventual purpose of constructing and building future development.

STATE OF UTAH
R. SHANE JOHANSON
2-25-19
PROFESSIONAL LAND SURVEYOR

LEGAL DESCRIPTION

Beginning at a point that is South 0°30'11" West 504.86 feet and East 273.36 feet from the West 1/4 corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base & Meridian; thence continuing on a 988.40 foot radius curve to the right and with an arc Length of 61.86 feet and a central angle of 3°35'09", also with a Chord bearing of S88°31'28"E a distance of 61.85 feet; Thence South 08°03'11" West a distance of 154.13 feet; thence North 58°36'00" West 58.10 feet; North 05°00'00" East a distance 48.30 feet; Thence North 03°53'00" East a distance of 75.99 feet to the point of beginning.

OWNER'S DEDICATION

Know all men by these presents that, the undersigned owner DEE VEE DEE AKT, LLC, a Texas limited liability company, of the above described tract of land to be hereafter known as

MINE CART SUBDIVISION

does hereby certify to have caused this plat to be prepared and does hereby dedicate for the perpetual use of the public all public roads and other areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance, and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof the owner has hereunto set this 27 day of FEB. A.D., 2019.

DEE VEE DEE AKT, LLC, a Texas limited liability company,
John Lopez, Managing Member

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF Summit)

On this 27 day of Feb. 2019, John Lopez personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Managing Member of DEE VEE DEE AKT, LLC, a Texas limited liability company, and that this document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members and he acknowledged to me that he executed this Mine Cart Subdivision plat.

Francy Law NOTARY PUBLIC.

JOHANSON PROFESSIONAL LAND SURVEYORS
SURVEY • DESIGN • SEPTIC • PLANNING
SURVEYING
P.O. BOX 18941
SALT LAKE CITY, UTAH 84118
Shane Johanson P.L.S. (801-815-2541)

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

PARK CITY PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION ON THE 24th DAY OF OCTOBER, 2018.

BY _____ March 8th, 2019 date

CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL ON THE 15th DAY OF NOVEMBER, 2018.

BY Michelle Kellogg PARK CITY RECORDER

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 26th DAY OF February, 2019.

BY _____ S.B.W.R.D.

ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE ON THIS 29th DAY OF March, 2019.

BY G. Ryan Taylor PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 3 DAY OF April, 2019.

_____ PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL ON THE 15th DAY OF NOVEMBER, 2018.

_____ PARK CITY MAYOR

COUNTY RECORDER# 1108992

State of Utah, County of Summit, recorded and filed at the request of US Title Insurance Agency LLC

Date 04/12/2019 Time 9:50 a.m. Book — Page —

$32.00 Fee $ Jennifer Chappell - Deputy County Recorder

NUMBER
ACCOUNT
SHEET 1
OF 1 SHEETS

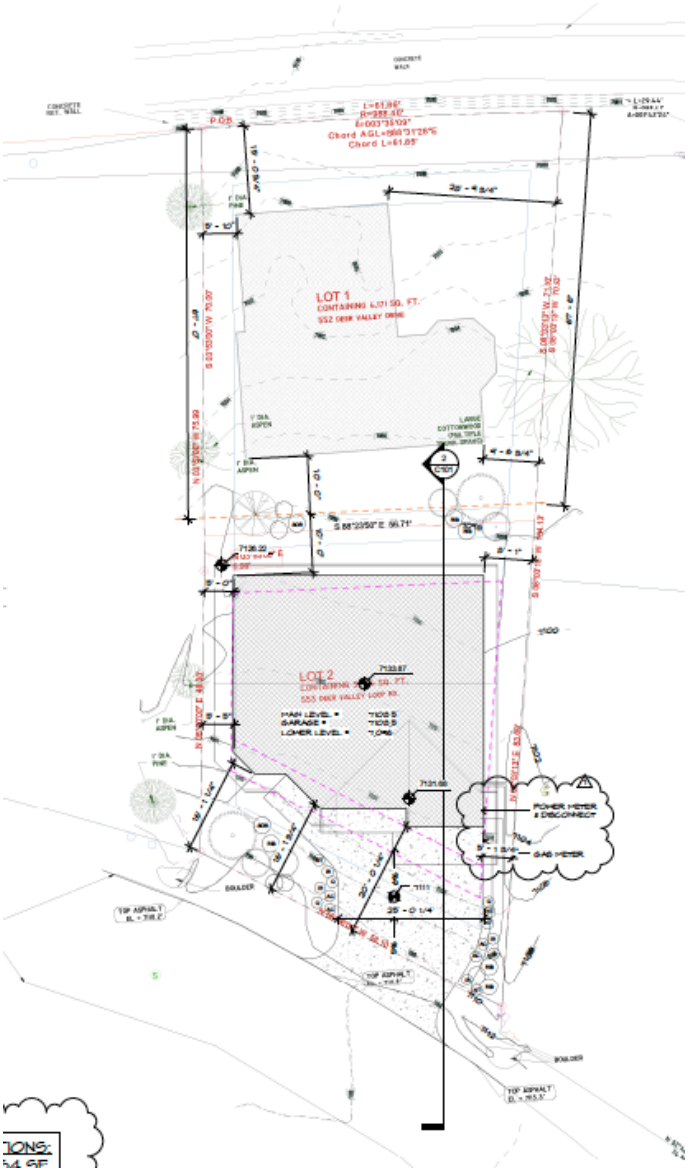
MINE CART SUBDIVISION

Amended Mine Cart Subdivision Project Description

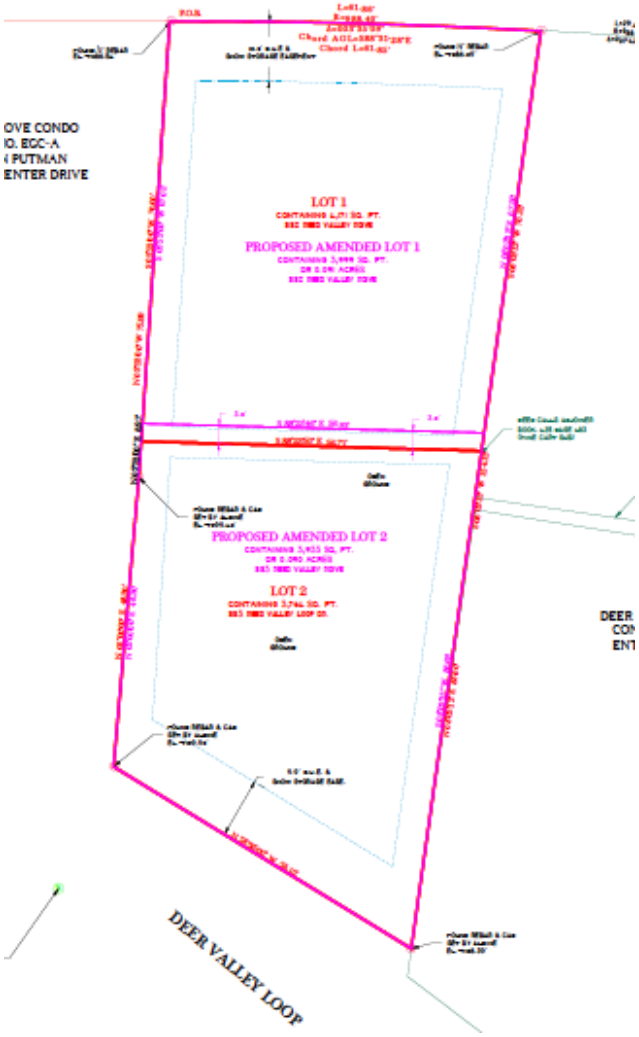
8-19-2019

Dee Vee Dee AKT LLC proposes:

- To amend the Mine Cart Subdivision plat by moving the lot line that divides Lots 1 and 2, by a total of three (3) feet.
- Dee Vee Dee AKT LLC owns both Lots 1 and 2
- The two-lot Mine Cart Subdivision recorded in April 2019, inadvertently misplaced the boundary dividing Lots 1 and 2 by three (3) feet, leaving a thirteen (13)-foot Rear Yard Setback for the proposed home on Lot 1 and only a seven (7) foot Rear Yard Setback for the proposed home on Lot 2.



- To provide the required 10-foot Rear Yard Setbacks for structures originally designed for each Lot, the Lot Line between Lots 1 and 2 must be adjusted three (3) feet.



- Dee Vee Dee AKT LLC has not yet been able to locate each of the four adjacent property owners to obtain their consent to allow Dee Vee Dee AKT LLC to avail itself of the less formal Lot Line Adjustment process in the Park City Land Management Code.
- This request is considered a Lot Line Adjustment under UCA §10-9a-608(2)(a)(iii).


Silver Creek

553 Deer Valley Loop Drive – Panoramic views



Northeast Corner



Northwest Corner



Southeast Corner



Southwest Corner

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: 269 Daly Avenue
Project #: PL-19-04329
Designation: Significant Historic Structure
Author: Laura Kuhrmeyer, Planner
Date: October 9, 2019
Type of Item: Administrative – Steep Slope Conditional Use Permit

Summary Recommendations

Staff recommends the Planning Commission review, conduct a public hearing, and approve the application for a Steep Slope Conditional Use Permit (SS-CUP) at 269 Daly Avenue based on the findings of fact, conclusions of law, and conditions of approval.

Description

Owner/ Applicant:	David & Harriet Henry / Rick Otto (Architect)
Location:	269 Daly Avenue
Zoning:	Historic Residential (HR-1) District
Designation:	Significant Historic Structure
Adjacent Land Uses:	Residential
Reason for Review:	Remodel and Addition to a Significant Historic Structure with a Building Footprint located on an existing Slope of 30% or greater.

Proposal

This application is a request for a Steep Slope Conditional Use Permit (SS-CUP) for construction of an addition to a Significant Historic Structure with a Building Footprint that is located over an existing Slope of 30% or greater.

Background

There have been two additional Applications for this Site previously reviewed by Planning Commission, including a Plat Amendment (approved by City Council on April 18, 2019 by Ordinance 2019-18) and a Conditional Use Permit for a basement addition beneath a Historic Structure that encroaches into the Side Setback (approved on June 26, 2019). On June 28, 2018, the Planning Department received the current Historic District Design Review (HDDR) application for the remodel and addition to a Significant Historic Structure at 269 Daly Avenue.

Pursuant to Land Management Code (LMC) 15-2.2-6(A), due to a portion of the proposed addition to the Historic Structure being located on an existing Slope of 30% or greater, a Steep Slope Conditional Use Permit (SS-CUP) is required. On September 27, 2019, the Planning Department received a complete application for a Conditional Use Permit (SS-CUP) for “Construction on a Steep Slope” at 269 Daly Avenue. It is an uphill lot, located in the Historic Residential (HR-1) District. The lot contains 7,288 square feet (sf), though only 4,628 sf of the Lot are developable, per the Platted Maximum Development Line.

Purpose
The purpose of the Historic Residential HR-1 District can be found in LMC 15-2.2-1.

Analysis
This is an uphill lot and the average slope of the developable area of the Lot is 24%. The average slope within the entire Footprint area is also 24%. Nevertheless, the average slope beneath the proposed addition is approximately 43.3%; per LMC 15-2.2-6(A)(2), a Steep Slope CUP is required for any Structure in excess of 200 square feet located on or projecting over an existing slope of 30% or greater.

The 269 Daly Avenue Plat Amendment First Amended includes a Plat Note that the maximum Gross Floor Area is 2,000 square feet. According to the submitted plans, the Gross Floor Area of the proposed structure, including the addition, will be 1,829 square feet.

The new development complies with all setbacks, building footprint, and building height as outlined in the following table. Staff reviewed the plans and made the following LMC related findings:

Requirement	LMC Requirement	Proposed
Lot Size	Minimum of 1,875 square feet	7,288 square feet total, 4,628 square feet developable area. Complies.
Building Footprint	2,000 square feet maximum (per Plat)	1,829 square feet. Complies.
Front Yard	15 feet minimum	15.58 feet or more. Complies
Rear Yard	15 feet minimum	29.17 feet or more. Complies
Side Yard	5 feet minimum each side, 10 feet total	Per LMC 15-2.2-4, Historic Structures that do not comply with Building Setbacks are valid Complying Structures. However, all of the proposed addition meets the minimum five foot (5') Side Setback on both sides. The addition is at least 5 feet from both Side Lot lines. Complies.
Height	27 feet above existing grade, maximum.	The highest roof ridge is not more than 18.5 feet above Existing Grade.

		Complies.
Final Grade Interior Height	Final grade must be within four (4) vertical feet of existing grade around the periphery of the structure.	4 feet. Complies.
Interior Height	A Structure shall have a maximum height of 35 feet measured from the lowest finish floor plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters.	27.25 feet. Complies.
Vertical articulation	A ten foot (10') minimum horizontal step in the downhill façade is required unless the First Story is located completely under the finish Grade on all sides of the Structure. The horizontal step shall take place at a maximum height of twenty three feet (23') from where Building Footprint meets the lowest point of existing Grade. Architectural features, that provide articulation to the upper story façade setback may encroach into the minimum 10 ft. setback but shall be limited to no more than 25% of the width of the building encroaching no more than 4 ft. into the setback.	The Historic Structure is located on the downhill portion of the Lot and has a maximum height of 18.33 feet. Complies.
Contributing Roof Form	The roof pitch of a Structure's Contributing Roof Form shall be between seven: twelve (7:12) and twelve: twelve (12:12) and shall occupy a minimum horizontal distance of 20 feet measured from the primary façade to the rear of the building, as viewed from the primary public right-of-way.	The Historic Structure is located in the front of the property. The majority of the roof, as visible from the public right-of-way has a 12:12 pitch, with a small 3.33:12 pitch projecting over the front porch. Complies.
Secondary Roof Form	Secondary Roof Forms may be below the required 7:12 roof pitch and located on the primary façade (such as porches, bay window roofs, etc).	The Secondary Roof Form is a projecting roof over the front porch with a roof pitch of 3.33:12. This is subordinate to the Contributory Roof Form. Complies
Parking Regulations	Two (2) parking spaces for a Single Family Dwelling.	Per LMC 15-2.2-4, Historic Structures that do not comply with Off-Street Parking are valid Complying Structures.

		While no parking is required, the Applicant has proposed one uncovered parking space in a new driveway. Complies.

The property is located within the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore it is regulated by the City for mine related impacts. If the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law. Staff has included this as Condition of Approval #10.

Criteria 1: Location of Development.
Development is located and designed to reduce visual and environmental impacts of the Structure. **No unmitigated impacts.**

The proposed single-family dwelling is located on the lot in a manner that reduces the visual and environmental impacts. At the front of the lot, there was an existing Significant Historic Structure that was approved by the Historic Preservation Board for panelization and partial Reconstruction. Behind the Historic Structure, there was a retaining wall running parallel to Daly Avenue. Though the front of the Lot is relatively flat, the rear portion of the Lot has a Slope of approximately 66.67%. The partially Reconstructed and Panelized Historic Structure will be located on the flatter portion of the Lot, but the new addition will encroach into the steep Slope at the rear of the Lot. From Daly Avenue, the house will appear to be one to two stories in height and will appear to be two-stories in height from the west (rear) elevation. This is consistent with neighboring houses.

Criteria 2: Visual Analysis.
The Applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points to determine potential impacts of the project and identify potential for screening, slope stabilization, erosion mitigation, vegetation protection, and other items. **No unmitigated impacts.**

The applicant submitted a photographic visual analysis, including street views, to show the proposed streetscape and bird's eye views. As demonstrated by the visual analysis, the proposed addition fits within the context of the slope, neighboring structures, and existing vegetation. The neighborhood consists of historic houses with one- to two-story additions, one- to two-story new houses, and a few three- to four-story new residential developments.

The visual analysis, streetscape, and bird's eye view demonstrate that the proposed design is visually compatible with the neighborhood, similar in scale and mass to surrounding structures, and visual impacts are mitigated. By locating the majority of the house on the flatter portion of the Lot, much of the mass and bulk of the structure is visually shielded from Daly Avenue. Additionally, the Applicant's design has broken up the mass and scale of the house further, allowing its massing to compliment nearby Historic Structures.

Criteria 3: Access.
Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. Common driveways and Parking Areas, and side Access to garages are strongly encouraged. **No unmitigated impacts.**

Per LMC 15-2.2-4, Historic Structures that do not comply with Off-Street Parking are valid Complying Structures. While no parking is required, the Applicant has proposed one uncovered parking space in a new driveway. Within the Front Setback, the Grade will be largely maintained.

At the edge of curb, the applicant has incorporated a driveway with a maximum width of 12 feet. This driveway design is consistent with the width of driveways in the Historic District.

Criteria 4: Terracing.
The project may include terraced retaining Structures if necessary to regain Natural Grade. **No unmitigated impacts.**

The Applicant is proposing to use a series of stepped retaining walls on the west (rear) side of the house as well as along the north (side) of the house. These walls, ranging in height from 1.5 feet to 3.5 feet, are used to step the house with the Existing Grade to allow for less excavation. The applicant is not proposing to change grade more than four feet (4') around the periphery of the structure and has largely maintained Natural Grade where possible.

Criteria 5: Building Location.
Buildings, access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and provide variation of the Front Yard. **No unmitigated impacts.**

The new addition's building pad location, access, and infrastructure are located in such a manner as to minimize cut and fill that would alter the perceived natural topography. By placing the new addition to the rear of the Historic Structure, the applicant has hidden much of the mass and bulk of the addition from the view of Daly Avenue.

The applicant has proposed several retaining walls less than four feet in height in order to step with and maintain the natural topography. New vegetation will be introduced to further shield the appearance of these short walls. The areas of the structure above grade and visible from the Daly Avenue right-of-way will appear to be one to two stories in height. On the west (rear) elevation, the house appears to be two stories in height. This is compatible with the existing house and the neighborhood overall.

Criteria 6: Building Form and Scale.
Where Building masses orient against the Lot's existing contours, the Structures must be stepped with the Grade and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing

contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Commission may require a garage separate from the main Structure or no garage. **No unmitigated impacts.**

The applicant broke up the mass of the new structure by incorporating multiple roof lines and articulation of the wall planes. By breaking up the structure into a series of individual smaller components, the entire structure is more compatible with the overall mass and scale of the Historic District. The areas of the structure above grade along Daly Avenue will appear to be one to two stories in height, which is compatible with the neighborhood overall. On the west (rear) elevation, the design appears to step up the hill, preventing a wall effect.

Exterior elements of the new development—roofs, entrances, eaves, porches, windows, doors, steps, retaining walls, garages, etc.—are of human scale and are compatible with the neighborhood and the style of architecture selected. The scale and height of the new addition follows the predominant pattern of the neighborhood which is comprised of one- and two-story buildings as well as Historic houses with two-story additions in the back. Further, the style of this structure is consistent with the Design Guidelines.

Criteria 7: Setbacks.
The Planning Commission may require an increase in one or more Setbacks to minimize the creation of a “wall effect” along the Street front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures. **No unmitigated impacts.**

While the Historic Structure does not meet the Side Setback on the south side, the new addition complies with all applicable setbacks. The applicant has worked to break up the mass and scale of the structure through incorporating smaller components, multiple roof lines, and articulation of the wall planes. By stepping the house to reflect the changes in grade, the applicant has prevented a wall effect along the Rear Lot Line.

Criteria 8: Dwelling Volume.
The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in this Chapter. The Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures. **No unmitigated impacts.**

The proposed design is articulated and broken into compatible massing components. The design includes setback variations and lower building heights for portions of the structure. The proposed massing and architectural design components are compatible with both the volume and massing of single-family dwellings in the area. The design minimizes the visual mass and mitigates the differences in scale between the proposed single-family dwelling and surrounding structures.

Criteria 9: Building Height (Steep Slope).
The maximum Building Height in the HR-1 District is twenty-seven feet (27'). The Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing residential Structures. **No unmitigated impacts.**

The proposed new construction complies with the twenty-seven feet (27') maximum building height requirement measured from existing grade. The height of the tallest portions of the new structure is approximately 18.5 feet above Existing Grade. As designed the house is compatible in mass and scale with houses in the surrounding neighborhood.

Process
Approval of this application constitutes Final Action that may be appealed to the City Council following appeal procedures found in LMC § 15-1-18. The applicant has submitted a Historic District Design Review (HDDR) application. The Historic District Design Review (HDDR) application for the proposed single-family dwelling is under review pending approval of the Steep Slope Conditional Use Permit (SS-CUP) by the Planning Commission.

Department Review
This project has gone through an interdepartmental review. No additional comments were brought up at that time.

Notice
The property was posted and notice was mailed to property owners within 300 feet on September 25, 2019. Legal notice was also published in the Park Record in accordance with requirements of the LMC on September 21, 2019.

Public Input
No input has been received regarding the Steep Slope CUP at the time of this report.

Alternatives
- The Planning Commission may approve the Steep Slope Conditional Use Permit (SS-CUP) for 269 Daly Avenue as conditioned or amended, or
- The Planning Commission may deny the Steep Slope Conditional Use Permit (SS-CUP) for 269 Daly Avenue and provide staff with Findings for this decision, or
- The Planning Commission may request specific additional information and may continue the discussion to a date uncertain.

Significant Impacts
As conditioned, there are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation
The construction as proposed could not occur and the applicant would have to revise the plans.

Recommendation
Staff recommends the Planning Commission review, conduct a public hearing, and approve the application for a Steep Slope Conditional Use Permit (SS-CUP) at 269 Daly Avenue based on the findings of fact, conclusions of law, and conditions of approval.

Findings of Fact:
1. The property is located at 269 Daly Avenue.
2. On September 17, 2019, the Planning Department received a complete application for a Steep Slope Conditional Use Permit (SS-CUP) for "Construction on a Steep Slope" at 269 Daly Avenue.
3. The property is located in the Historic Residential (HR-1) District.
4. The lot contains 7,288 square feet (sf), though only 4,628 sf of the Lot are developable, per the Platted Maximum Development Line.
5. This is an uphill lot and the average slope of the developable area of the Lot is 24%. The average slope within the entire Footprint area is also 24%. Nevertheless, the average slope beneath the proposed addition is approximately 43.3%; per LMC 15-2.2-6(A)(2), a Steep Slope CUP is required for any Structure in excess of 200 square feet located on or projecting over an existing slope of 30% or greater.
6. On June 28, 2018, the Planning Department received the current Historic District Design Review (HDDR) application for the remodel and addition to a Significant Historic Structure at 269 Daly Avenue.
7. Access to the property is from Daly Avenue, a public street.
8. The proposal complies with LMC 15-2.2-2 Uses, as a Single Family Dwelling is an Allowed Use in the HR-1 District.
9. Per LMC 15-2.2-4 Existing Historic Structures, Historic Structures that do not comply with Building Footprint, Building Height, Building Setbacks, Off-Street Parking, and Driveway location standards are valid Complying Structures. While no Off-Street Parking is required, the Applicant has proposed one (1) uncovered parking space, to be located in the new proposed driveway.
10. The neighborhood is characterized by a mix of Historic and non-historic residential structures, single-family homes, and condominiums. The streetscape is dominated by garages, parking pads, and pedestrian entryways. The homes are a mix of one- to two-story residential developments, with a few three- to four-story houses.
11. The maximum allowed Gross Floor Area for this Lot, per the Plat, is 2,000 square feet. The Gross Floor Area is 1,829 square feet as proposed.
12. The proposal complies with the Front and Rear Setbacks. The minimum Front and Rear Setbacks are fifteen feet (15') each, for a total of thirty feet (30'); the Applicant is proposing at least a 15.58 foot Front Setback and at least 29.17 foot Rear Setback, for a total of 44.75 feet.
13. The proposal complies with the Side Setbacks. The minimum Side Setbacks are five feet (5') each, for a total of ten feet (10'). Per LMC 15-2.2-4, Historic Structures that do not comply with Building Setbacks are valid Complying Structures. However, all of the proposed addition meets the minimum five foot (5') Side Setback on both sides. The addition is at least five feet (5') from both Side Lot lines.

14. The proposal complies with LMC 15-2.2-5, in that the proposed addition to the Historic Structure is approximately 18.5 feet above Existing Grade at the tallest portions. The maximum height in the HR-1 is twenty-seven feet (27').
15. The proposal complies with LMC 15-2.2-5(A) in that the maximum interior height is thirty-five feet (35') and the proposed addition to the Historic Structure has an interior height of 27.25 feet.
16. The proposal complies with LMC 15-2.2-5(B) in that the Historic Structure is located in front of the addition has a maximum height of approximately 18.33 feet for the first ten feet as measured from where the Building Footprint meets the lowest point of Grade.
17. The proposal complies with LMC 15-2.2-5(C) in that the contributing roof form is between 7:12 and 12:12, with secondary roof forms of 3.33:12 and 5:12.
18. The proposal complies with 15-2.2-6(C)(1), Location of Development, in that the proposed single-family dwelling is located on the lot in a manner that reduces the visual and environmental impacts. At the front of the lot, there was an existing Significant Historic Structure that was approved by the Historic Preservation Board for panelization and partial Reconstruction. Behind the Historic Structure, there was a retaining wall running parallel to Daly Avenue. Though the front of the Lot is relatively flat, the rear portion of the Lot has a Slope of approximately 66.67%. The partially Reconstructed and Panelized Historic Structure will be located on the flatter portion of the Lot, but the new addition will encroach into the steep Slope at the rear of the Lot. From Daly Avenue, the house will appear to be one to two stories in height and will appear to be two-stories in height from the west (rear) elevation. This is consistent with neighboring houses.
19. The proposal complies with 15-2.2-6(C)(2), Visual Analysis, in that the applicant submitted a photographic visual analysis, including street views, to show the proposed streetscape and bird's eye views. As demonstrated by the visual analysis, the proposed addition fits within the context of the slope, neighboring structures, and existing vegetation. The neighborhood consists of historic houses with one- to two-story additions, one- to two-story new houses, and a few three- to four-story new residential developments. The visual analysis, streetscape, and bird's eye view demonstrate that the proposed design is visually compatible with the neighborhood, similar in scale and mass to surrounding structures, and visual impacts are mitigated. By locating the majority of the house on the flatter portion of the Lot, much of the mass and bulk of the structure is visually shielded from Daly Avenue. Additionally, the Applicant's design has broken up the mass and scale of the house further, allowing its massing to compliment nearby Historic Structures.
20. The proposal complies with 15-2.2-6(C)(3), Access, in that the access points and driveways have been designed to minimize grading of the natural topography and reduce the overall building scale. The new proposed driveway will hold one (1) uncovered parking space, and is consistent with the width of driveways in the Historic District.
21. The proposal complies with 15-2.2-6(C)(4), Terracing, in that the Applicant is proposing to use a series of stepped retaining walls on the west (rear) side of the house as well as along the north (side) of the house. These walls, ranging in height from 1.5 feet to 3.5 feet, are used to step the house with the Existing Grade to allow for less excavation. The applicant is not proposing to change grade more than four

feet (4') around the periphery of the structure and has largely maintained Natural Grade where possible.

22. The proposal complies with 15-2.2-6(C)(5), Building Location, in that the new addition's building pad location, access, and infrastructure are located in such a manner as to minimize cut and fill that would alter the perceived natural topography. By placing the new addition to the rear of the Historic Structure, the applicant has hidden much of the mass and bulk of the addition from the view of Daly Avenue. The applicant has proposed several retaining walls less than four feet in height in order to step with and maintain the natural topography. New vegetation will be introduced to further shield the appearance of these short walls. The areas of the structure above grade and visible from the Daly Avenue right-of-way will appear to be one to two stories in height. On the west (rear) elevation, the house appears to be two stories in height. This is compatible with the existing house and the neighborhood overall.
23. The proposal complies with 15-2.2-6(C)(6), Building Form and Scale, in that the applicant broke up the mass of the addition to the Historic Structure by incorporating multiple roof lines and articulation of the wall planes. By breaking up the structure into a series of individual smaller components, the entire structure is more compatible with the overall mass and scale of the Historic District. The areas of the structure above grade along Daly Avenue will appear to be one to two stories in height, which is compatible with the neighborhood overall. On the west (rear) elevation, the design appears to step up the hill, preventing a wall effect. Exterior elements of the new development—roofs, entrances, eaves, porches, windows, doors, steps, retaining walls, garages, etc.—are of human scale and are compatible with the neighborhood and the style of architecture selected. The scale and height of the new structure follows the predominant pattern of the neighborhood which is comprised of one- and two-story buildings as well as Historic houses with two-story additions in the back. Further, the style of this structure is consistent with the Design Guidelines.
24. The proposal complies with 15-2.2-6(C)(7), Setbacks, in that while the Historic Structure does not meet the Side Setback on the south side, the new addition complies with all applicable setbacks. The applicant has worked to break up the mass and scale of the structure through incorporating smaller components, multiple roof lines, and articulation of the wall planes. By stepping the house to reflect the changes in grade, the applicant has prevented a wall effect along the Rear Lot Line.
25. The proposal complies with 15-2.2-6(C)(8), Dwelling Volume, in that the proposed design is articulated and broken into compatible massing components. The design includes setback variations and lower building heights for portions of the structure. The proposed massing and architectural design components are compatible with both the volume and massing of single-family dwellings in the area. The design minimizes the visual mass and mitigates the differences in scale between the proposed single-family dwelling and surrounding structures.
26. The proposal complies with 15-2.2-6(C)(9), Building Height (Steep Slope), in that the proposed new construction complies with the twenty-seven feet (27') maximum building height requirement measured from existing grade. The height of the tallest portions of the addition to the Historic Structure is approximately 18.5 feet above Existing Grade. As designed the house is compatible in mass and scale with houses in the surrounding neighborhood.

27. No lighting has been proposed at this time. Lighting will be reviewed at the time of the Building Permit application for compliance with the LMC lighting code standards and Design Guidelines.
28. The property was posted and notice was mailed to property owners within 300 feet on September 25, 2019. Legal notice was also published in the Park Record in accordance with requirements of the LMC on September 21, 2019.
29. The property is located within the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore it is regulated by the City for mine related impacts. If the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.
30. The findings in the Analysis section of this report are incorporated herein.

Conclusions of Law

1. The CUP, as conditioned, is consistent with the Park City Land Management Code, specifically section 15-2.2-6.
2. The CUP, as conditioned, is consistent with the Park City General Plan.
3. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits. The CMP shall include language regarding the method of protecting adjacent structures.
3. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
4. This approval will expire on October 9, 2020, if a building permit has not been issued by the building department before the expiration date, unless an extension of this approval has been requested in writing prior to the expiration date and is granted by the Planning Director.
5. Plans submitted for a Building Permit must substantially comply with the plans reviewed and approved by the Planning Commission on October 9, 2019, and the Final HDDR Design.
6. All new retaining walls within the rear and side setback areas shall not exceed six feet (6') in height measured from final grade and retaining walls within the front setback area shall not exceed four feet (4') in height measured from final grade. An exception may be granted by the City Engineer per LMC 15-4-2(A)(1).
7. The maximum Gross Floor Area, per the Plat, cannot exceed 2,000 square feet.
8. Residential fire sprinklers are required for all new or renovation construction on this lot, per requirements of the Chief Building Official.
9. The property is located in Zone A, as shown on the Flood Insurance Rate Map of the Federal Emergency Management Agency, Panel 938, Map Number 49043C0938C, and has an effective date of March 16, 2006.
10. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore not regulated by the City for mine related impacts. If the property owner does encounter mine waste or mine waste

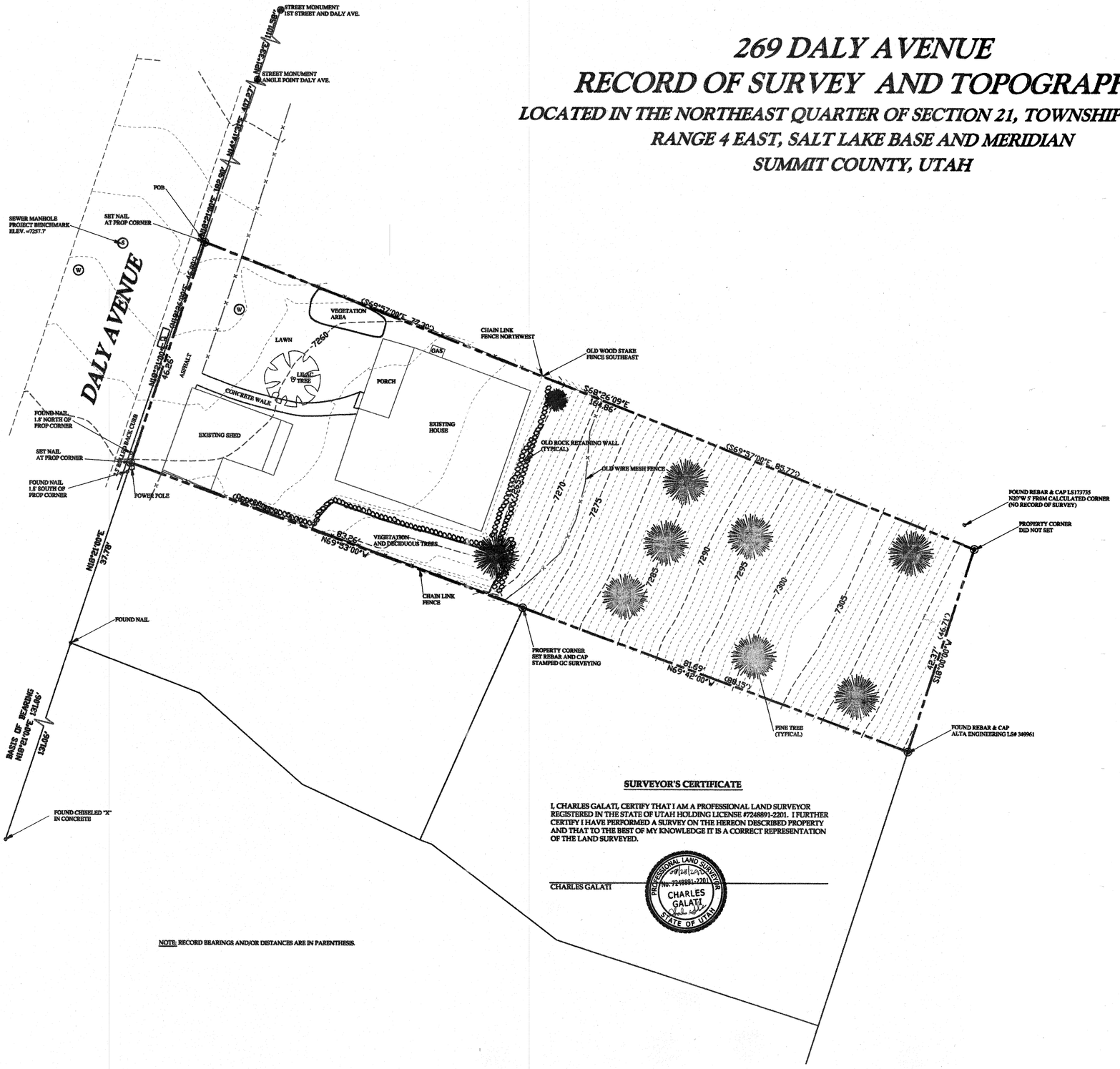
impacted soils they must handle the material in accordance to State and Federal law.

11. All exterior lighting, on porches, decks, garage doors, entryways, etc. shall be down directed and shielded to prevent glare onto adjacent property and public rights-of-way and shall be subdued in nature. Light trespass into the night sky is prohibited. Final lighting details will be reviewed by the Planning Staff prior to installation.
12. Construction waste should be diverted from the landfill and recycled when possible.
13. To the extent possible, existing Significant Vegetation shall be maintained on Site and protected during construction. When approved by the Planning Department in writing to be removed, the Significant Vegetation shall be replaced with equivalent landscaping in type and size. Multiple trees equivalent in caliper to the size of the removed Significant Vegetation may be considered instead of replacement in kind and size.
14. All excavation work to construct the foundation of the proposed single family dwelling shall start on or after April 15th and be completed on or prior to October 15th. The Planning Director may make a written determination to extend this period up to 30 additional days if, after consultation with the Historic Preservation Planner, Chief Building Official, and City Engineer, determines that it is necessary based upon the need to immediately stabilize an existing Historic property, or specific site conditions such as access, or lack thereof, exist, or in an effort to reduce impacts on adjacent properties.

Exhibits

Exhibit A – Existing Conditions Survey
Exhibit B – Proposed Plans (Site Plan, Floor Plans, Elevations, etc.)
Exhibit C – Visual Analysis/Streetscape

269 DALY AVENUE
RECORD OF SURVEY AND TOPOGRAPHY
LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN SUMMIT COUNTY, UTAH



NOTE: RECORD BEARINGS AND/OR DISTANCES ARE IN PARENTHESIS.

SURVEYOR'S CERTIFICATE

I, CHARLES GALATI, CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF UTAH HOLDING LICENSE #7248891-2201. I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.

CHARLES GALATI

PROFESSIONAL LAND SURVEYOR No. 7248891-2201 CHARLES GALATI STATE OF UTAH

SURVEYOR'S NARRATIVE:

1. THE SURVEY WAS REQUESTED BY DIRK DEVOS.

2. THE PURPOSE OF THIS SURVEY IS TO LOCATE THE BOUNDARY, PROVIDE TOPOGRAPHY AND AS-BUILT EXISTING CONDITIONS WITH THE INTENTION OF MAKING IMPROVEMENTS TO THE SUBJECT PROPERTY.

3. THE BASIS OF BEARING IS BETWEEN A FOUND NAIL AND A CHISELED "X" IN CONCRETE ALONG THE EAST RIGHT-OF-WAY LINE OF DALY AVENUE SOUTH 18°21'00" WEST 131.06 FEET AS SHOWN ON THIS PLAT.

4. NO ATTEMPT WAS MADE TO LOCATE UTILITIES. CLIENT SHOULD CONTACT BLUE STAKES PRIOR TO ANY DIGGING ON THE PROPERTY.

5. THE CLIENT SHOULD BE AWARE OF ANY ITEMS AFFECTING THE PROPERTY THAT MAY APPEAR IN A TITLE INSURANCE REPORT.

6. THIS SURVEY WAS COMPLETED UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH.

7. EVIDENCE FOR THIS SURVEY WAS TAKEN FROM RECORDED DEEDS, 279 DALY AVENUE PLAT (ENTRY #851296), DEDICATION PLAT OF DALY AVENUE EXTENDED (ENTRY #210640), 291 DALY SUBDIVISION PLAT (ENTRY #765648) ALL ON FILE AND OF RECORD AT THE SUMMIT COUNTY RECORDER'S OFFICE AND PHYSICAL EVIDENCE OBTAINED IN THE FIELD. ALL EVIDENCE HAS BEEN CONSIDERED IN THE ESTABLISHMENT OF THE BOUNDARY SHOWN HEREON.

8. PROJECT BENCHMARK IS THE RIM OF A FOUND SEWER MANHOLE ELEVATION = 7257.7' AS SHOWN ON THIS SURVEY.

LEGAL DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED BY WARRANTY DEED RECORDED JANUARY 7, 1982 AS ENTRY NO. 187312 ON BOOK M207 AT PAGE 743 OF THE OFFICIAL RECORDS, SAID POINT BEING WEST 1095.20 FEET AND SOUTH 1521.21 FET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 69°57' EAST 85.77 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF WASHINGTON MILLSITE LOT 80-B; THENCE SOUTH 18°00' WEST ALONG SAID EAST LINE 46.71 FEET; THENCE NORTH 69°42' WEST 88.15 FEET TO THE SOUTHEAST OF THE ABOVE REFERENCED TRACT; THENCE NORTH 20°55' EAST 46.30 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION IS INTENDED TO BE AN EXTENSION OF THE PROPERTY LINES OF THE FOLLOWING DESCRIBED PARCEL TO THE EAST BOUNDARY OF THE WASHINGTON MILLSITE:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF LOT 34, BLOCK 73, MILLSITE RESERVATION, PARK CITY, IN SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN ; THENCE NORTH 74° 55' WEST 16.6 FEET TO A POINT IN DALY AVENUE; THENCE SOUTH 22°28' WEST 298.6 FEET ; THENCE SOUTH 69°57' EAST 35.4 FEET TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE SOUTH 69°57' EAST 77.3 FEET; THENCE SOUTH 20°55' WEST 46.3 FEET; THENCE NORTH 69°42' WEST 76.3 FEET; THENCE NORTH 19°26' EAST 46 FEET TO THE TRUE POINT OF BEGINNING.

AS-SURVEYED LEGAL DESCRIPTION

BEGINNING ON THE EASTERLY RIGHT-OF-WAY LINE OF DALY AVENUE EXTENDED AS SHOWN ON THE DEDICATION PLAT OF DALY AVENUE EXTENDED RECORDED, SEPTEMBER 12, 1983 AS ENTRY NO. 210640 ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, SUMMIT COUNTY, UTAH, SAID POINT BEING SOUTH 14°41'31" WEST 407.27 FEET AND SOUTH 18°21'00" WEST 182.90 FEET FROM A BRASS CAP MONUMENT LOCATED IN DALY AVENUE OPPOSITE LOT 34, BLOCK 74, PARK CITY SURVEY; THENCE SOUTH 68°26'09" EAST 164.86 FEET ALONG A CHAIN LINK AND WOOD STAKE FENCE EXTENDED TO THE EAST BOUNDARY OF THE WASHINGTON MILLSITE; THENCE ALONG SAID EAST BOUNDARY SOUTH 18°00'00" WEST 42.37 FEET TO THE NORTHEAST CORNER OF LOT "A" AS SHOWN ON THE 279 DALY AVENUE PLAT RECORDED JULY 29, 2008 AS ENTRY NO. 851296 ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, SUMMIT COUNTY, UTAH; THENCE NORTH 69°42'00" WEST 81.69 FEET ALONG THE NORTHWESTERLY PROPERTY LINE OF SAID LOT "A"; THENCE NORTH 69°53'00" WEST 83.26 FEET ALONG THE NORTHWESTERLY PROPERTY LINE OF SAID LOT "A" TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF DALY AVENUE EXTENDED; THENCE ALONG SAID RIGHT-OF-WAY NORTH 18°21'00"EAST 46.26 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.17 ACRES OR 7283 SQUARE FEET MORE OR LESS.

NORTH

SCALE: 1" = 10'

0 5 10 20 30 40

FILE NO. S0007530
08/28/2012 09:49:48 AM
Survey 1 of 1
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE $ 10.00 BY WILDING ENGINEERING INC

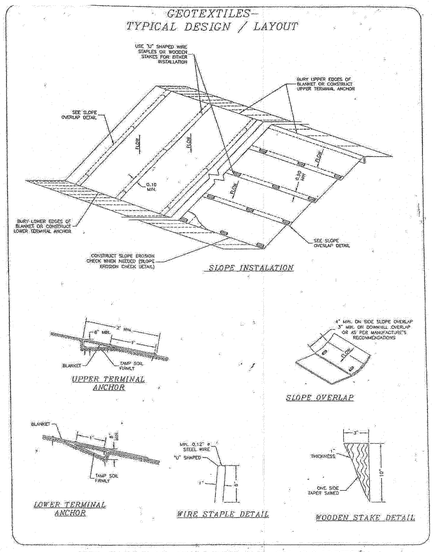
GC SURVEYING
2132 West 1225 South Lehi, Utah 84043
801-520-8763 435-640-4200
www.gc-surveying.com

DATE:	NOVEMBER 10, 2010
DESIGNED BY:	CJG
DRAWN BY:	CJG
REVIEWED BY:	
PROJECT:	
ISSUE:	ROB/TOPOGRAPHY

REVISIONS

RECORD OF SURVEY
AND TOPOGRAPHY
269 DALY AVENUE
PARK CITY, UTAH
SUMMIT COUNTY

S-7530



EROSION CONTROL BLANKET

REQUIRED FOR ALL SLOPES STEEPER THAN 3:1

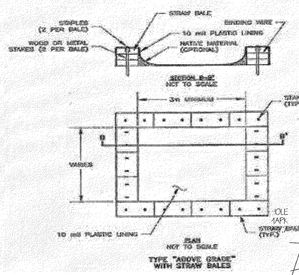
FLOOR ELEVATIONS

LEVEL	PLAN ELEVATIONS		GRADE ELEVATIONS
ENTRY	7263'-6"	=	7263'-6"
ENTRY PATIO	7263'-3"	=	7263'-3"
MAIN LEVEL	7263'-6"	=	7263'-6"
UPPER LEVEL	7273'-6"	=	7273'-6"
		=	
		=	
		=	
		=	
DATUM POINT (BENCHMARK)	7257.7'	=	7257.7'
RIDGE 1	7280'-4"	=	7280'-4"
GRADE AT RIDGE			7262'-0"
BUILDING HEIGHT	18'-4"	=	18'-4"
MAX HEIGHT	33'		
UNDER MAX BY	14'-8"		
RIDGE 2	7277'-8"	=	7277'-8"
GRADE AT RIDGE			7262'-6"
BUILDING HEIGHT	15'-2"	=	15'-2"
MAX HEIGHT	33'		
UNDER MAX BY	14'-10"		
RIDGE 3	7285'-6"	=	7285'-6"
GRADE AT RIDGE			7270'-0"
BUILDING HEIGHT	15'-6"	=	15'-6"
MAX HEIGHT	33'		
UNDER MAX BY	14'-6"		

LIMITS OF DISTURBANCE

BUILDING ZONE (LOD)	7308 SQFT
BUILDING PAD	-2418 SQFT
TOTAL LOD	4890 SQFT
PATIOS	-178 SQFT
LOD	4712 SQFT

A WASHOUT AREA shall be provided for concrete and other waste.
1. Temporary concrete washout area shall be provided by digging a hole with a 12" berm or staked straw bales above grade and then lining with 10 mil plastic. Provide a minimum width of 10 feet.
2. The washout area shall be a minimum of 50 feet from storm drain inlets.
3. Plastic lining shall be free of holes, tears or other defects that compromise the impermeability of the material.
4. The washout area shall be inspected daily to ensure that all liquid waste washing is being discharged into the washout area, no leaks or tears are present and to identify when wastes need to be removed.
5. The washout area shall be cleaned out once the area is filled to 75 percent of the holding capacity. Once the area's holding capacity has been reached, the wastes shall be allowed to harden, then broken up and removed. The plastic lining may need replaced if tears occur during the removal of the wastes from the area.



REQUIRED SUBMITTALS

HEAT LOSS CALC ACCA	ARCHITECT
HEAT & COOL EQ SIZE	ARCHITECT
DUCT DESIGN ACCA (MANUAL J)	ARCHITECT
ELECTRICAL SERVICE LOADS	ARCHITECT

DEFERRED SUBMITTALS

GAS PIPING SCHEMATIC	ARCHITECT
FIREPLACE APPROVAL	ARCHITECT
TRUSS DRAWINGS	ENGINEER
RETAINING WALLS	ARCHITECT
CERTIFICATE OF SURVEY	ARCHITECT
CERTIFICATE OF ELEVATION	ARCHITECT

BACKFLOW PREVENTERS

HOSE BIBBS	3
LAWN SPRINKLERS	4
FIRE SPRINKLERS	0
BOILERS	0
TOTAL	7

DRAINAGE NOTE:
SURFACE WATER SHALL DRAIN AWAY FROM THE HOUSE AT ALL POINTS. DIRECT THE DRAINAGE WATER TO THE STREET OR TO AN APPROVED DRAINAGE COURSE BUT NOT ONTO NEIGHBORING PROPERTIES. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET.

NOTE: ANY TOWER CRANES REQUIRE CITY APPROVAL PRIOR TO INSTALLATION. SUBMIT SITE PLAN AND AIR SPACE EASEMENT WITH ANY ADJACENT OWNERS IMPACTED.

NOTE:
ALL NEW CONSTRUCTION MUST BE ON NATIVE SOIL OR APPROVED COMPACTED FILL.

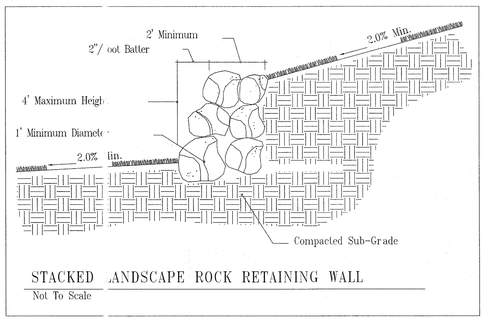
NOTE:
LOCATE POWER & GAS METERS BELOW ROOF OVERHANG FOR PROTECTION FROM SNOW & ICE. MAINTAIN 3' MIN. SEPARATION.

ALLOWABLE BUILDING FOOTPRINT	2,418.5 SF
ALLOWABLE GROSS FLOOR AREA	2,000 SF
PROPOSED GROSS FLOOR AREA	1,829 SF
PROPOSED BUILDING FOOTPRINT	1387 SF
PROPOSED GARAGE ADDITION	21 SF
TOTAL FOOTPRINT	1408 SF
ALLOWABLE GARAGE AREA	400 SF
PROPOSED GARAGE AREA	308 SF

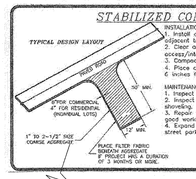
*ANY GARAGE AREA ABOVE 400 SF IS COUNTED TOWARDS THE ALLOWABLE GROSS FLOOR AREA

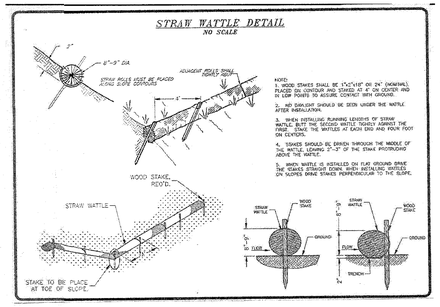
MINE NOTE:

IF ANY MINE WASTE IS ENCOUNTERED THE PROPERTY OWNER AND CONTRACTOR SHOULD HANDLE THE WASTE IN ACCORDANCE WITH STATE AND FEDERAL LAW.



STACKED LANDSCAPE ROCK RETAINING WALL
Not To Scale



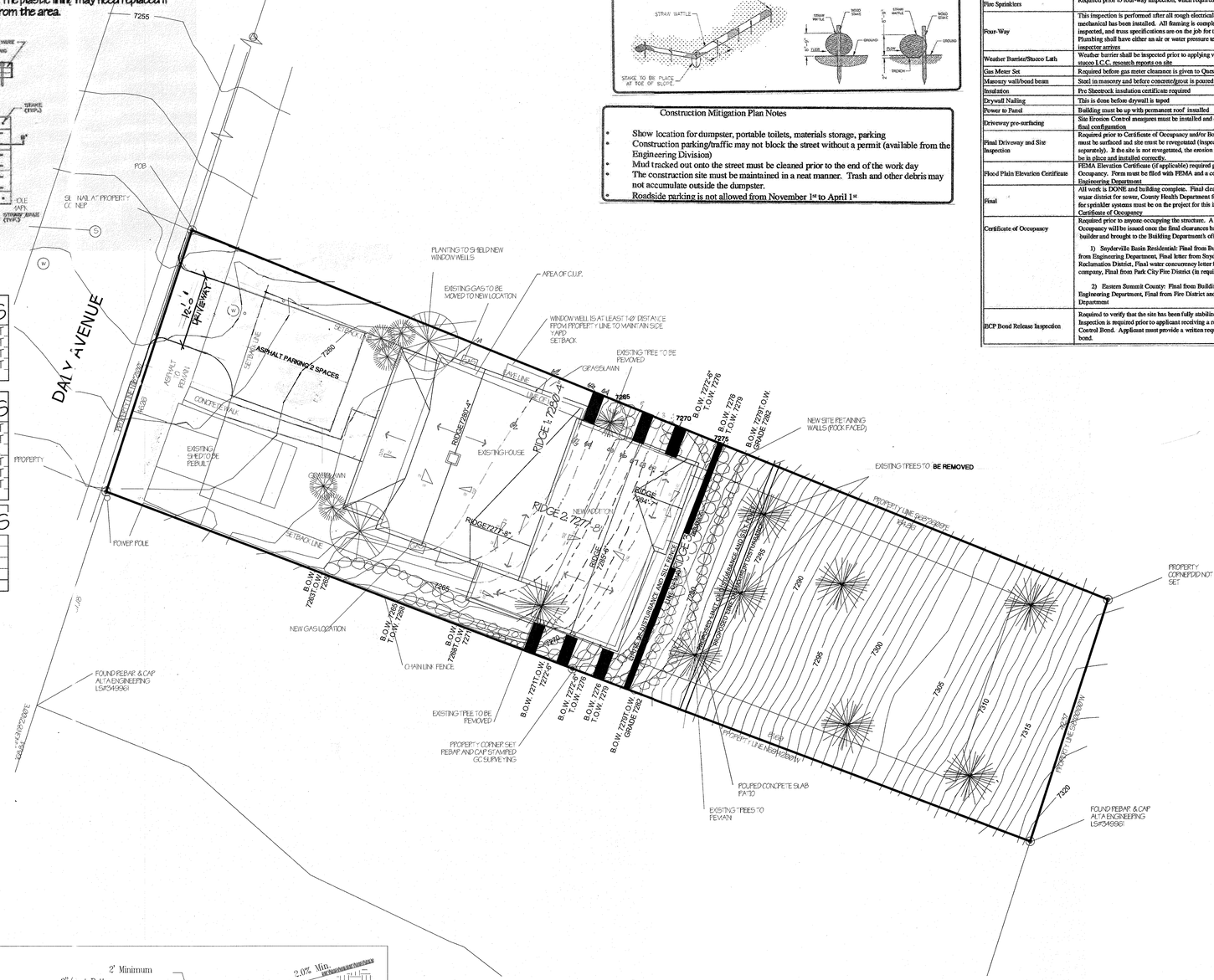


Construction Mitigation Plan Notes

- Show location for dumpster, portable toilets, materials storage, parking
- Construction parking/traffic may not block the street without a permit (available from the Engineering Division)
- Mud tracked out onto the street must be cleaned prior to the end of the work day
- The construction site must be maintained in a neat manner. Trash and other debris may not accumulate outside the dumpster.
- Roadside parking is not allowed from November 1st to April 1st

Required Inspections Table

Inspection	Description/Requirements	Contact
Driveway Site Staking	Required prior to issuance of a Building Permit. Located stake the driveway at the street and at the road right of way/property line and locate/stake all property corners with a 4 foot steel fence post.	Engineering
Rough Grading	Required prior to scheduling a Footing Inspection. Site Erosion Control measures must be installed and driveway must be roughly graded according to plan	Engineering
Footing	Schedule after steel is in place and before the concrete is poured	Building
Foundation	Schedule after steel is in place in the forms and before concrete is placed	Building
Under Slab Plumbing & Heating	Before concrete is poured or plumbing has been backfilled	Building
Certificate of Elevation and/or Survey	Performed by a licensed surveyor. Required prior to scheduling a Floor Framing Inspection. See requirements below.	Building
Floor Framing Inspection	Required prior to placing floor sheeting and includes Footing Drain inspection	Building
Shear Wall	After the building is up to "the square" and all shear walls have been nailed and all the tie downs and shear wall connections have been installed	Building
Fire Sprinklers	Required prior to four-way inspection, when required by the local Fire District	Building
Four-Way	This inspection is performed after all rough electrical, plumbing, and mechanical has been installed. All framing is complete, shear walls previously inspected, and truss specifications are on the job for the inspector to read. Plumbing shall have either an air or water pressure test on them when the inspector arrives	Building
Weather Barrier/Stucco Lath	Weather barrier shall be inspected prior to applying veneer. Approved stucco I.C.C. research reports on site	Building
Gas Meter Set	Required before gas meter clearance is given to Questar	Building
Masonry wall/bond beam	Steel in masonry and before concrete/grout is poured	Building
Insulation	Pre Sheetrock insulation certificate required	Building
Drywall Nailing	This is done before drywall is taped	Building
Power to Panel	Building must be up with permanent roof installed	Building
Driveway pre-surfacing	Site Erosion Control measures must be installed and driveway graded to it's final configuration	Engineering
Final Driveway and Site Inspection	Required prior to Certificate of Occupancy and/or Bond Release. Driveway must be surfaced and site must be revegetated (inspections may be schedule separately). If the site is not revegetated, the erosion control measures must be in place and installed correctly.	Engineering
Flood Plain Elevation Certificate	FEMA Elevation Certificate (if applicable) required prior to Certificate of Occupancy. Form must be filed with FEMA and a copy provided to the Engineering Department	Engineering
Final	All work is DONE and building complete. Final clearances from the waste water district for sewer, County Health Department for septic, and fire district for sprinkler systems must be on the project for this inspection. Required for Certificate of Occupancy	Building
Certificate of Occupancy	Required prior to anyone occupying the structure. A Certificate of Occupancy will be issued once the final clearances have been obtained by the builder and brought to the Building Department's office in Coalville 1) Snyderville Basin Residential: Final from Building Department, Final from Engineering Department, Final letter from Snyderville Basin Water Reclamation District, Final water concurrency letter from appropriate water company, Final from Park City Fire District (in required subdivisions). 2) Eastern Summit County: Final from Building Department, Final from Engineering Department, Final from Fire District and Final from Health Department	Building
ECP Bond Release Inspection	Required to verify that the site has been fully stabilized (revegetated). Inspection is required prior to applicant receiving a release of their Erosion Control Bond. Applicant must provide a written request for the release of the bond.	Engineering



GRAPHIC SCALE

10 0 5 10 20 80

1 INCH = 10 FEET

NORTH

① Site
1" = 10'-0"

RECEIVED
SEP 13 2019
PARK CITY PLANNING DEPT.

STATE OF UTAH
RICHARD SCOTT OTTO
124007
LICENSED ARCHITECT
4-13-19

OTTO WALKER architects
2200 Park Ave., Suite c201, Park City, Utah 84060 (435)649-6375

Project:
The Henry Residence
269 Daly Avenue Park City, Utah

Site Plan

Date: Issue Date
Revisions:
4.18.19

Sheet No:
SP-1

C:\Users\Ben Jaworski\Desktop\Henry\Finished Drawings\CAD\Henry Electrical Plans.rvt
8/6/2019 1:04:54 PM

COMMON NAME	BOTANICAL NAME
DECIDUOUS TREES	
Rocky Mountain Maple	Acer glabrum
Boxelder	Acer negundo
Thinleaf Alder	Alnus tenuifolia
Shadblow Serviceberry	Amelanchier canadensis
Common Hackberry	Celtis occidentalis
Beechleaf Mountain Mahogany	Cercocarpus montanus
Desert Willow	Chilopsis linearis
Narrowleaf Cottonwood	Populus angustifolia
Aspen	Populus tremuloides
Chokecherry	Prunus virginiana melanocarpa
Gambel Oak	Quercus gambelii
Smooth Sumac	Rhus glabra
Staghorn Sumac	Rhus typhina
Rose Locust	Robinia neomexicana
EVERGREEN SHRUBS	
Greenleaf Manzanita	Arctostaphylos patula
Emerald Green Manzanita	Arctostaphylos santii
Running Serviceberry	Amelanchier stolonifera
Curleaf Mountain Mahogany	Cercocarpus ledifolius
Silverberry	Elaegnus commutata
Mormon Tea	Ehhedra viridis
Red Yucca	Hesperaloe parviflora
Common Juniper	Juniperus communis
Utah Juniper	Juniperus osteosperma
Rocky Mountain Juniper	Juniperus scopulorum
DECIDUOUS SHRUBS	
Alder	Alnus incana
Saskatoon Serviceberry	Amelanchier alnifolia
Utah Serviceberry	Amelanchier utahensis
False indigo	Amorpha fruticosa
Big Sagebrush	Artemisia tridentata
Mountain Big Sage	Artemisia tridentata vaseyana
Wyoming Big Sage	Artemisia tridentata wyomingensis
Martin Ceanothus	Ceanothus martinii
Tobacco Brush	Ceanothus velutinus

COMMON NAME	BOTANICAL NAME
DECIDUOUS SHRUBS (Continued)	
Rubber Rabbitbrush	Chrysothamnus nauseosus
Douglas Rabbitbrush	Chrysothamnus viscidiflorus
Red Osier Dogwood	Cornus sericea "Baileyi"
Western Hazlenut	Coryus cornuta californica
Cliffrose	Cowania mixicana stansburiana
Winterfat	Eurotia lanata
Rock Spirea	Holodiscus domosus
Shrubby Cinquefoil	Potentilla fruticosa
Alpine Currant	Ribes alpinum
Mountain Mahogany	Cercocarpus montanus
Woods Rose	Rosa woodsii
Blue Elderberry	Sambucus caerulea
Elderberry	Sambucus canadensis
Buffaloberry	Shepherdia argentea
Mountain Snowberry/Coralberry	Symphoricarpos oreophilus
PERENNIALS	
Hollyhock	Alcea rosea "Chater's Double"
Filigree Daisy	Anthemis marschalliana
Rocky Mountain Columbine	Aquilegia caerulea
Western Columbine	Aquilegia formosa
Prickly Poppy	Argemone munita
Poppy Mallow, Wine Cups	Callirhoe involucrata
Native Bluebells	Campanula rotundifolia
Bachelor Button	Centaurea dealbata "Rosea"
Keys of Heaven, Red Valerian	Centranthus ruber
Chicory	Cichorium intybus
Western Virgins Bower	Clematis ligusticifolia
Trailing Daisy	Erigeron flagillaris
Sulphur Flower	Eriogonum umbellatum
Stork's Bill	Erodium circutarium
California Poppy	Eschscholzia californica
Blue Fescue	Festuca ovina glauca
Blanket Flower	Gaillardia aristata
Burgundy Blanket Flower	Gaillardia grandiflora
Dwarf Blanket Flower	Gaillardia grandiflora "Goblin"
Chilean Evens, Prarie Smoke	Geum triflorum

COMMON NAME	BOTANICAL NAME
PERENNIALS (Continued)	
Curlycup Gumweed	Grindelia squarosa
Snakeweed	Gutierrezia serothae
Common Sunflower	Helianthus annuus
Hairy Goldenaster	Heterotheca villosa
New Mexico Hops	Humulus lupulus neomexicanus
Yellow Flax	Linum flavum compacta
Blue Flax	Linum lewisii
Blackfoot Daisy	Melampodium leucanthum
Beebalm, Horsemint	Fistulosa
Mexican Evening Primose	Oenotheris berlandierri
Penstemon	Penstemon barbatus
Firecracker Penstemon	Penstemon eatonii
Pine Leaf Penstemon	Penstemon pinifolius
Rocky Mountain Penstemon	Penstemon strictus
Rock Goldenrod	Petradoria pumila
Mexican Hat	Ratibida columnifera
Wooly Mullein	Verbascum bombyciferum "Arctic Summer"
Common Mullein	Verbascum thapsus
GROUND COVERS	
Kinnikinnick	Arctostaphylos uva-ursi
Creeping Oregon Grape	Mahonia repens
Dwarf Mountain Lover	Pachistima canbyi
Mountain Lover	Pachistima myrsinites
GRASSES	
Western Wheatgrass	Agropyron smithii "Arriba"
Western Wheatgrass	Agropyron smithii rosanna
Mountain Brome	Bromus marginatus
Mountain Brome	Bromus Carinatus
Mutton Bluegrass	Poa fendleriana
Idaho Fescue	Festuca idahoensis
Sheep Fescue	Festuca ovina
Creeping Red Fescue	Festuca rubra
Perennial Ryegrass	Lolium perenne

PLANT LEGEND

SYMBOL	TYPE	COUNT
	Shrul	5
	Conif.	3
	Deciduous	2

R ner Rabbitbrush

U in Juniper 3 @ 14'

A en 3" cal. min.

LANDSCAPE PLAN NOTES

1. SURFACE WATER SHALL DRAIN AWAY FROM HOUSE AT ALL POINTS. DIRECT THE DRAINAGE WATER TO THE STREET TO AN APPROVED DRAINAGE COURSE, BUT NOT ONTO NEIGHBORING PROPERTIES. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET.
2. PROVIDE A PERIMETER FOUNDATION DRAIN.
3. NATURAL GAS SERVICE LINES SHALL BE NO LESS THAN 1 INCH (25MM) IN DIAMETER.
4. IF GAS PIPE SYSTEM IS OVER 4 OUNCES PRESSURE PROVIDE A GAS PIPING SCHEMATIC FOR THE SYSTEM. CLEARLY IDENTIFY THE OPERATING PRESSURE, TYPE OF PIPING MATERIAL, SIZE OF GAS PIPE, LENGTH OF PIPING RUNS, CAPACITY OF EACH APPLIANCE IN BTU PER HOUR OR CUBIC FEET PER HOUR OF GRILLS. GAS PIPE SYSTEM REQUIRES APPROVAL LETTER FROM QUESTAR GAS COMPANY.
5. PROVIDE DEFENSIBLE SPACE FOR ALL STRUCTURES ON SITE AS PER THE 2015 INTERNATIONAL WILDLAND-URBAN INTERFACE CODE.
6. PROVIDE WITH THE "MITIGATION PLAN" A RECYCLING PLAN.
7. CONTRACTOR IS TO FIELD VERIFY ALL EXISTING CONDITIONS.
8. ALL NEW CONSTRUCTION REQUIRES FIRE SPRINKLERS.

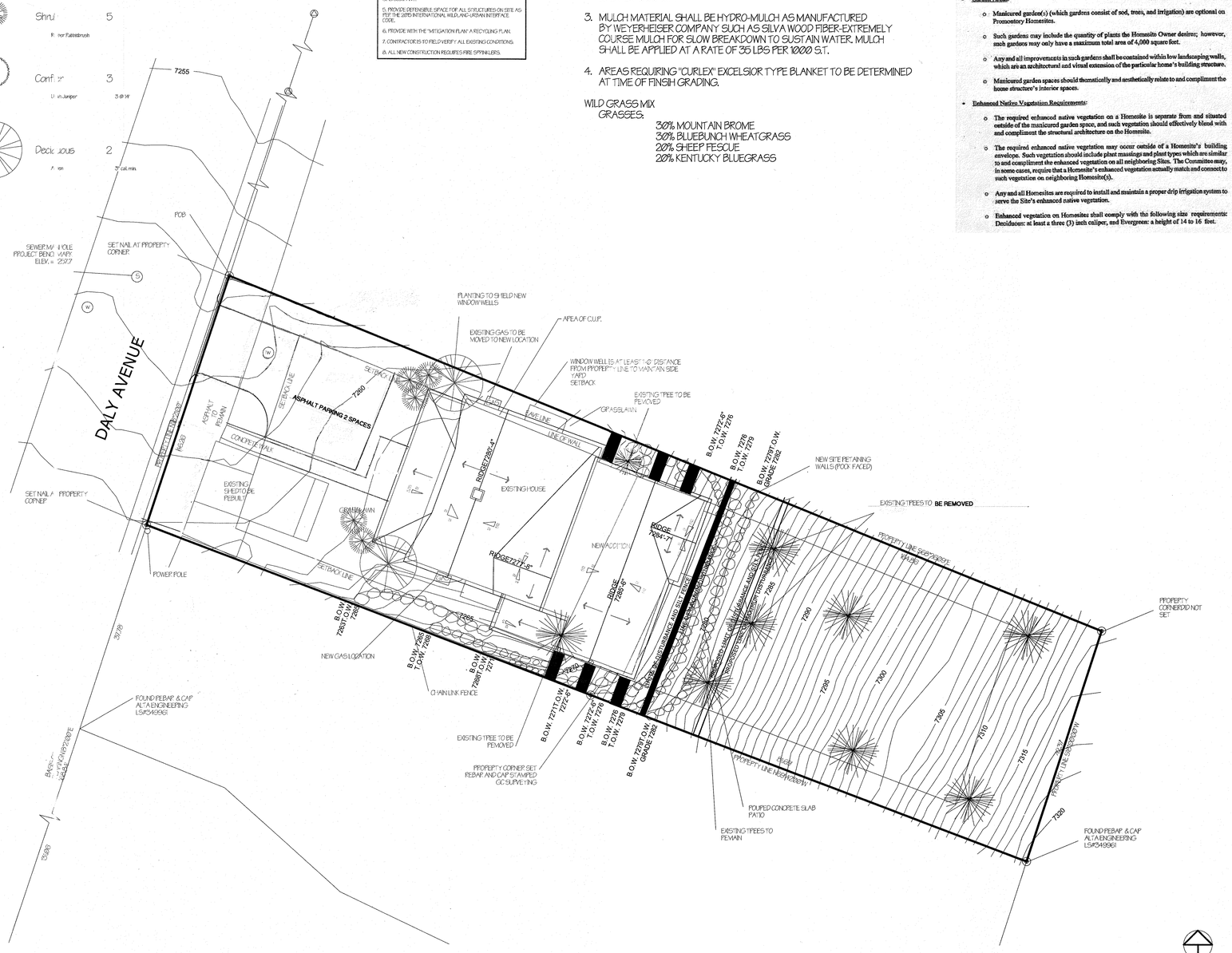
WILD GRASS SEED NOTES

1. SEEDING METHOD PREFERRED SHALL BE THE TWO-STEP HYDRO-SEEDING METHOD. THIS METHOD SHALL CONSIST OF APPLYING SEED AND FERTILIZER AND A SMALL AMOUNT OF MULCH AS A VISUAL AID IN MAKING AN EVEN APPLICATION
2. TACKIFIER SHALL BE TERRA TACK 2000, APPLIED AT A RATE OF 2.5 LBS PER 1000 S.F.
3. MULCH MATERIAL SHALL BE HYDRO-MULCH AS MANUFACTURED BY WEYERHEISER COMPANY. SUCH AS SILVA WOOD FIBER-EXTREMELY COURSE MULCH FOR SLOW BREAKDOWN TO SUSTAIN WATER. MULCH SHALL BE APPLIED AT A RATE OF 35 LBS PER 1000 S.F.
4. AREAS REQUIRING "CURLEX" EXCELSIOR TYPE BLANKET TO BE DETERMINED AT TIME OF FINISH GRADING.

WILD GRASS MIX
GRASSES.
30% MOUNTAIN BROME
30% BLUEBUNCH WHEATGRASS
20% SHEEP FESCUE
20% KENTUCKY BLUEGRASS

NOTES

- **Building Improvements:** Except for the required planting and/or irrigation of enhanced native vegetation, any and all improvements and/or disturbances made to the Site must be within the designated building envelope.
- **Disturbance Area:** Regardless of the building envelope size on a Homesite, no more than 50 percent of the Homesite's total area may be disturbed.
- **Vegetation Types:** On any and all Homesites, only native vegetation shall exist in the area which is situated between the access road and the designated front building line boundary. All disturbed areas on a Homesite shall be revegetated by using native grass, wildflowers, and sod seed mix.
- **Garden Areas:**
  - Manicured garden(s) (which gardens consist of sod, trees, and irrigation) are optional on Promontory Homesites.
  - Such gardens may include the quantity of plants the Homesite Owner desires; however, such gardens may only have a maximum total area of 4,000 square feet.
  - Any and all improvements in such gardens shall be contained within low landscaping walls, which are an architectural and visual extension of the particular home's building structure.
  - Manicured garden spaces should thematically and aesthetically relate to and compliment the home structure's interior spaces.
- **Enhanced Native Vegetation Requirements:**
  - The required enhanced native vegetation on a Homesite is separate from and situated outside of the manicured garden space, and such vegetation should effectively blend with and compliment the structural architecture on the Homesite.
  - The required enhanced native vegetation may occur outside of a Homesite's building envelope. Such vegetation should include plant massings and plant types which are similar to and compliment the enhanced vegetation on all neighboring Sites. The Committee may, in some cases, require that a Homesite's enhanced vegetation actually match and connect to such vegetation on neighboring Homesite(s).
  - Any and all Homesites are required to install and maintain a proper drip irrigation system to serve the Site's enhanced native vegetation.
  - Enhanced vegetation on Homesites shall comply with the following size requirements: Deciduous: at least a three (3) inch caliper, and Evergreen: a height of 14 to 16 feet.



GRAPHIC SCALE
10 0 5 10 20 80
1 INCH = 10 FEET

NORTH

1 Landscape Plan
1" = 10'-0"

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RICHARD SCOTT OTTO
124007
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01.13.19

OTTO WALKER architects
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Project:
The Henry Residence
269 Daly Avenue Park City, Utah
Landscape Plan

Date: Issue Date
Revisions:
9.18.19

Sheet No:
LP-1

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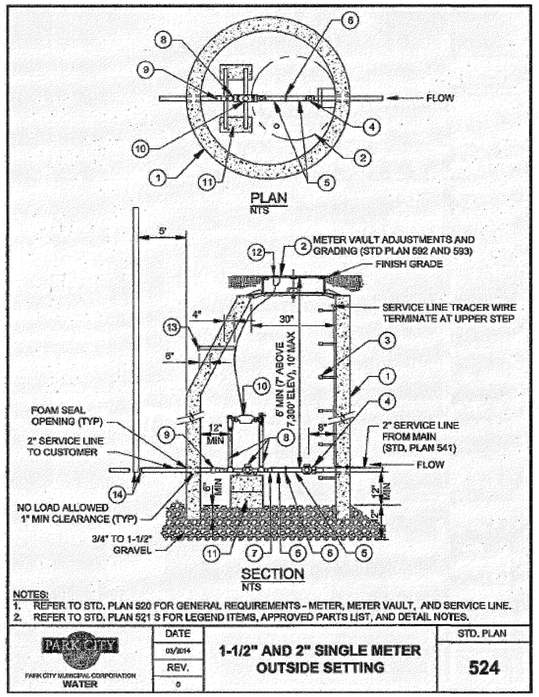


NOTES:
1. REFER TO STD. PLAN 520 FOR GENERAL REQUIREMENTS - METER, METER VAULT, AND SERVICE LINE.
2. REFER TO STD. PLAN 521 S FOR LEGEND ITEMS, APPROVED PARTS LIST, AND DETAIL NOTES.

PARK CITY MUNICIPAL CORPORATION WATER	DATE	1-1/2" AND 2" SINGLE METER OUTSIDE SETTING	STD. PLAN
	03/2014		524
	REV.		
	0		

LEGEND AND APPROVED PARTS LIST

ITEM	DESCRIPTION	ACCEPTABLE MANUFACTURER	MODELS
①	5' DIA. MANHOLE, PRECAST CONCRETE ECCENTRIC CONE AND WALL SECTIONS		ASTM C 478
②	METER VAULT FRAME AND COVER (STD. PLAN 529)	-	
③	POLYPROPYLENE ENCASED GRADE 60 STEEL STEPS AT 13" C-C, 13-1/2" TREAD WIDTH	M.A. INDUSTRIES OR APPVD EQ.	PS2-PFDF
④	2" CURB VALVE, F.I.P. x CTS	MUELLER	B-25172N
⑤	2" DIA. BRASS NIPPLE x 4" LENGTH, M.I.P.		
⑥	2" BRONZE UNION, F.I.P., THREADED		
⑦	1-1/2" BRASS NIPPLE x 4" LENGTH, 2" x 1-1/2" BRONZE BELL REDUCER, AND 1-1/2" CLOSE BRASS NIPPLE (1-1/2" YOKE ONLY)		
⑧	1-1/2" METER YOKE COMMERCIAL SERVICE: WITH BYPASS RESIDENTIAL SERVICE: WITHOUT BYPASS IRRIGATION SERVICE: WITHOUT BYPASS	MUELLER	1-1/2"x15" B2423-2-01N (WITH BYPASS) 1-1/2"x15" B2422-2N (WITHOUT BYPASS)
		FORD	1-1/2" VBHH76-15B-11-66-NL (WITH BYPASS) 1-1/2" VBHH76-15-11-66-NL (WITHOUT BYPASS)
	2" METER YOKE COMMERCIAL SERVICE: WITH BYPASS RESIDENTIAL SERVICE: WITHOUT BYPASS IRRIGATION SERVICE: WITHOUT BYPASS	MUELLER	2"x15" B2423-2-01N (WITH BYPASS) 2"x15" B2422-2N (WITHOUT BYPASS)
		FORD	2" VBHH77-15B-11-77-NL (WITH BYPASS) 2" VBHH77-15-11-77-NL (WITHOUT BYPASS)
⑨	2" CONNECTION, F.I.P. x CTS AND 2" BRASS NIPPLE x 4" LENGTH (OUTLET); 1-1/2" YOKE ONLY: ADD 2"x1-1/2" BRONZE BELL REDUCER AND 1-1/2" CLOSE BRASS NIPPLE	MUELLER	H-15451N
		FORD	C-14-66-G-NL
⑩	METER, SUPPLIED AND INSTALLED BY PCMC		
⑪	PIPE SUPPORTS (4) 16"x8"x8" CMU BLOCK, (2) METER SUPPORT RODS, GALVANIZED		
⑫	MXU AND WIRING, SUPPLIED AND INSTALLED BY PCMC		
⑬	MXU REMOTE LOCATION CONDUIT WITH END CAPS, SCH 40 PVC (STD. PLAN 531)		
⑭	END CAP AND MARKER, CTS x F.I.P. (OUTLET)		H-15451N AND H-10035N

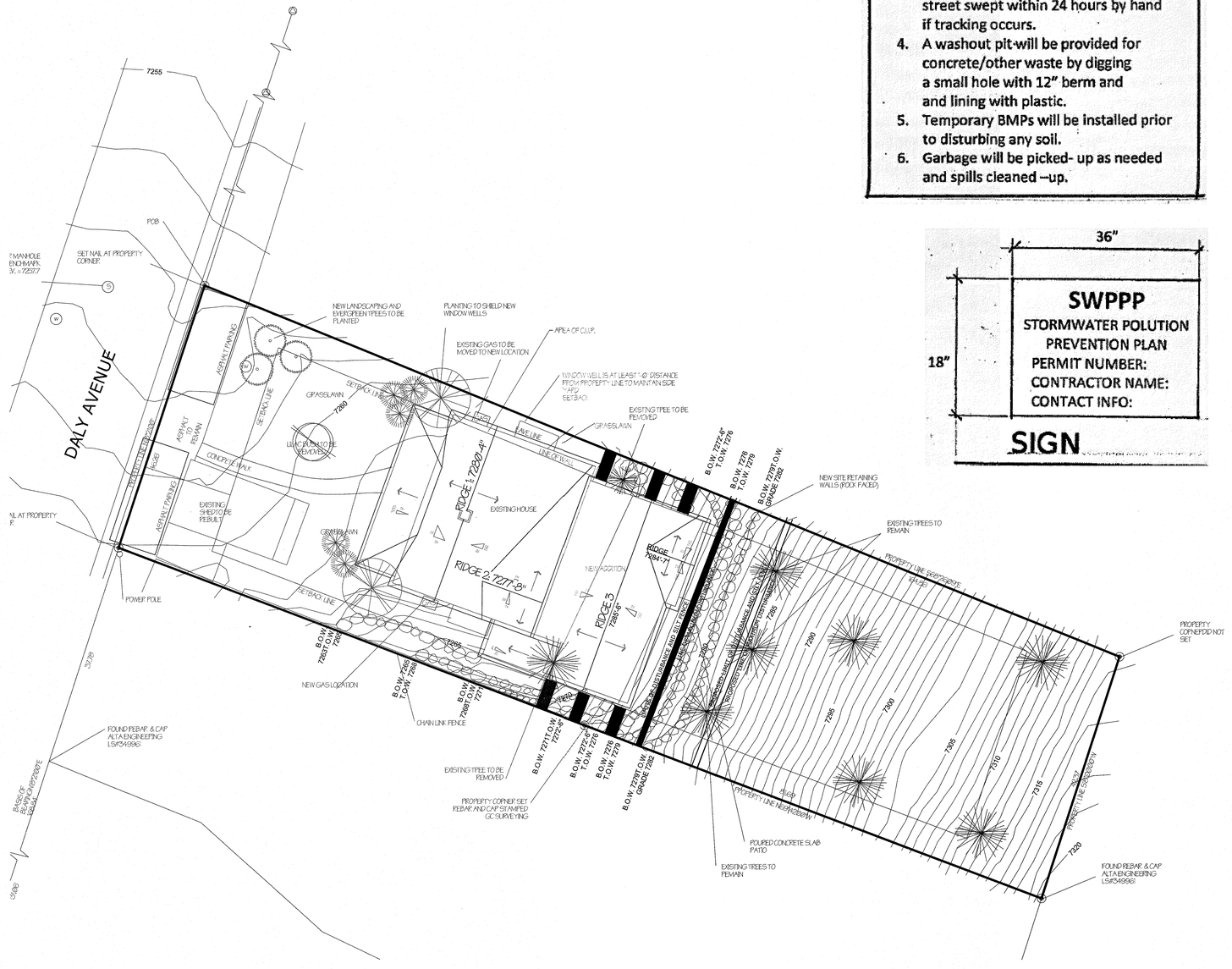
DETAIL NOTES

1. LOCATE METER VAULT PER APPROVED PLANS AND SET METER BOX PLUMB
2. SST INSERT STIFFENERS REQUIRED ON ALL CTS TUBING CONNECTIONS

PARK CITY MUNICIPAL CORPORATION WATER	DATE	1-1/2" and 2" SINGLE METER OUTSIDE SETTING	STD. PLAN
	3/2014		524 S
	REV.		

NOTE:

MAINTAIN A MIN OF 10'-0" BETWEEEN SEWER AND WATER. A MIN. OF 3'-0" BETWEEN WATER AND GAS SERVICE LINES



GRAPHIC SCALE

10 0 5 10 20 80

1 INCH = 10 FEET

① SWPPP
1" = 10'-0"

NORTH

SWPPP NOTES

1. Silt fence to protect undeveloped part of lot.
2. Rock entrance will be about 6' deep & about 20' long with filter fabric under liner.
3. Site will be inspected weekly and after each ½' rain event. BMPs will be cleaned/repaired as needed and street swept within 24 hours by hand if tracking occurs.
4. A washout pit will be provided for concrete/other waste by digging a small hole with 12" berm and and lining with plastic.
5. Temporary BMPs will be installed prior to disturbing any soil.
6. Garbage will be picked- up as needed and spills cleaned –up.



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The Henry Residence
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SWPPP

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SWPPP

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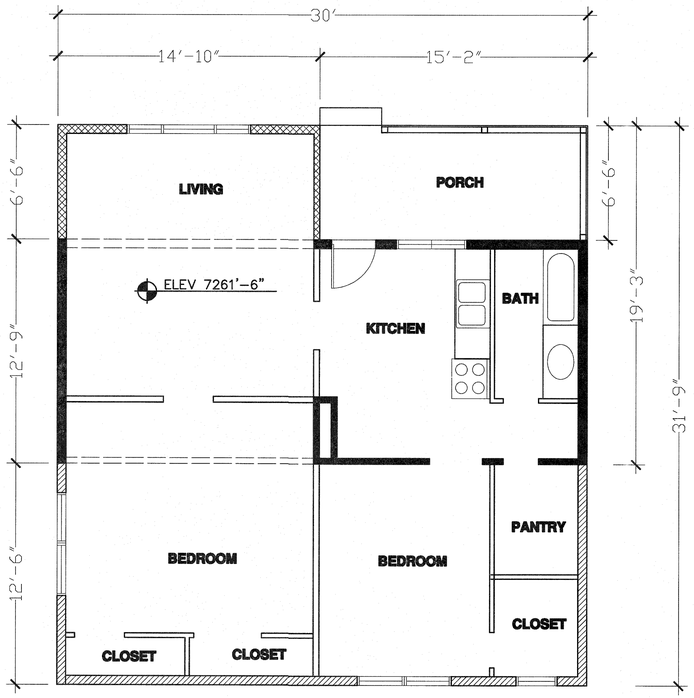
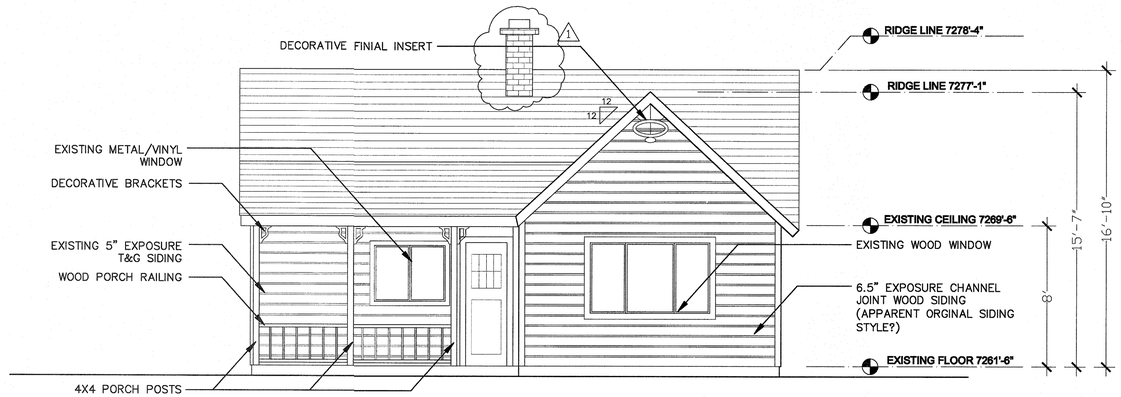


MAIN LEVEL FLOOR PLAN

SCALE ¼"= 1'-0"



WEST ELEVATION

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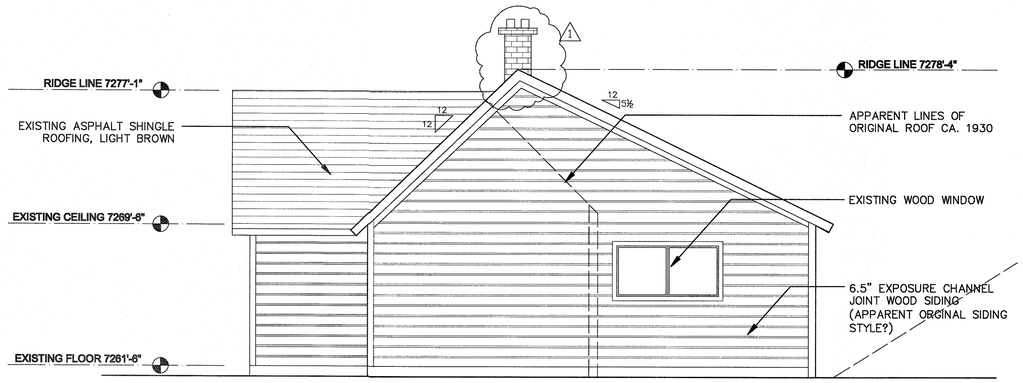
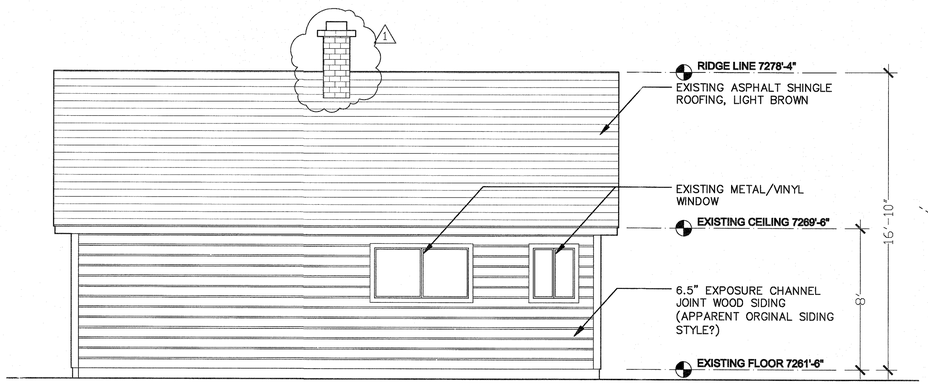


SOUTH ELEVATION

SCALE ¼"= 1'-0"



EAST ELEVATION

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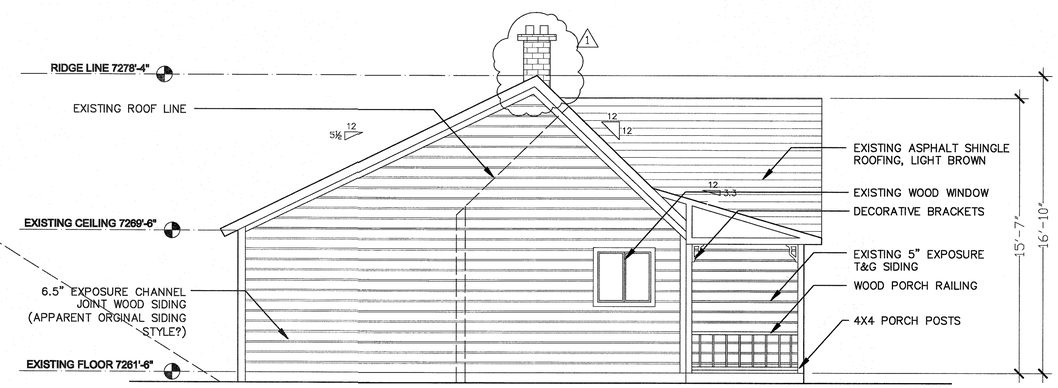

NORTH ELEVATION

SCALE ¼"= 1'-0"

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Project:
THE HENRY RESIDENCE
269 DALY AVE

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1 SEPT 17 2018

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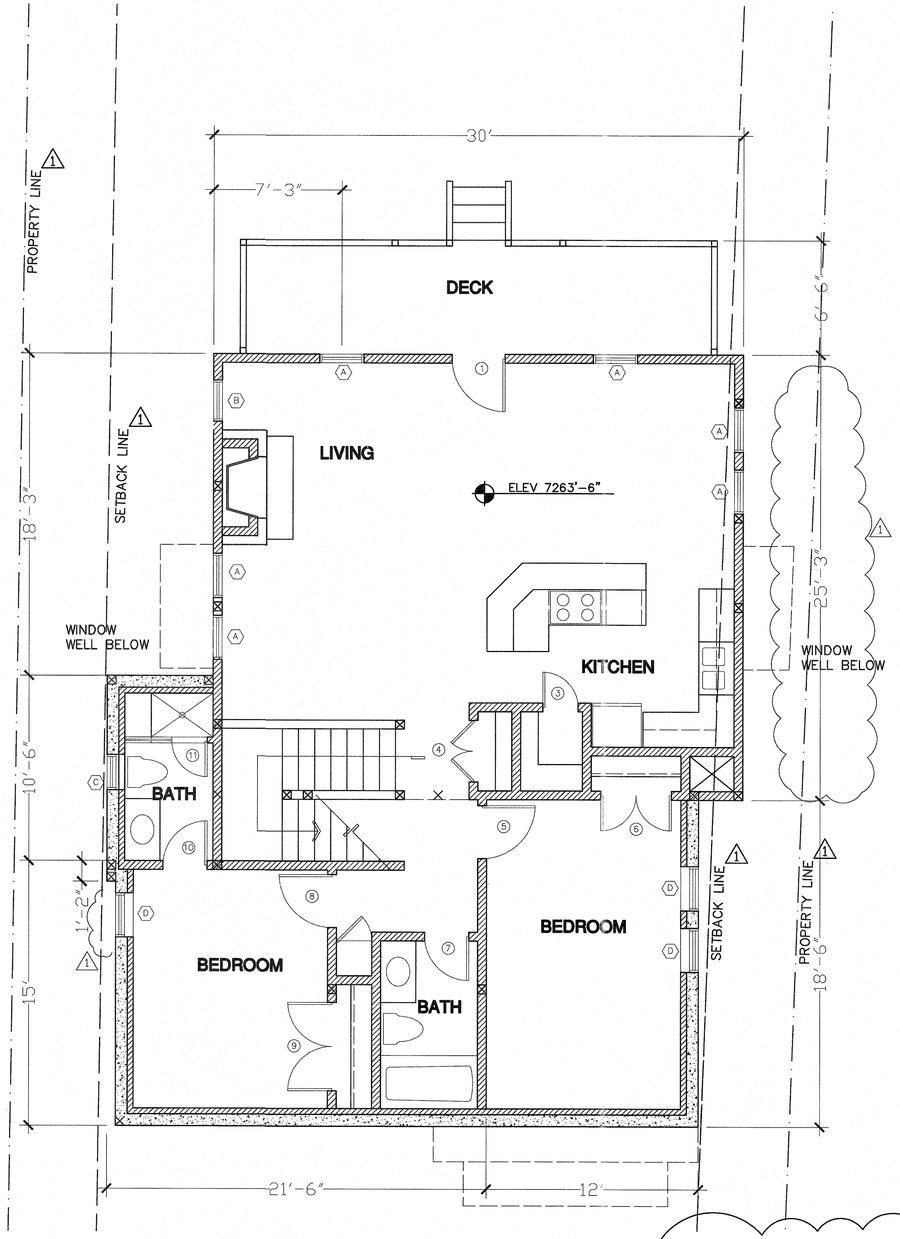
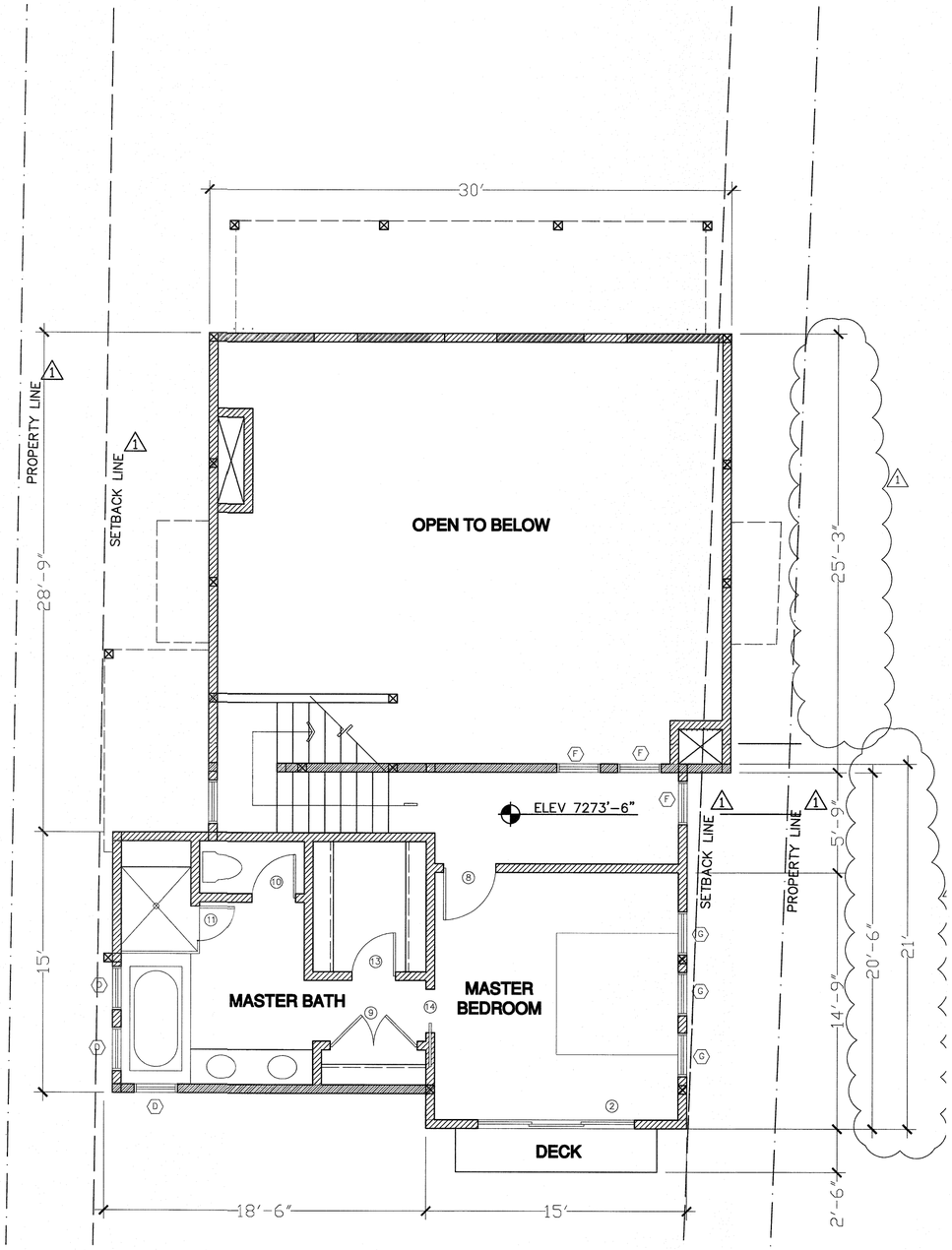


ALLOWABLE GROSS FLOOR AREA	2,000 SF
PROPOSED MAIN LEVEL	1,286 SF
PROPOSED UPPER LEVEL	543 SF
PROPOSED TOTAL AREA	1,829 SF

MAIN LEVEL FLOOR PLAN

SCALE ¼"= 1'-0"



UPPER LEVEL FLOOR PLAN

SCALE ¼"= 1'-0"

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3 MAR 06 2019

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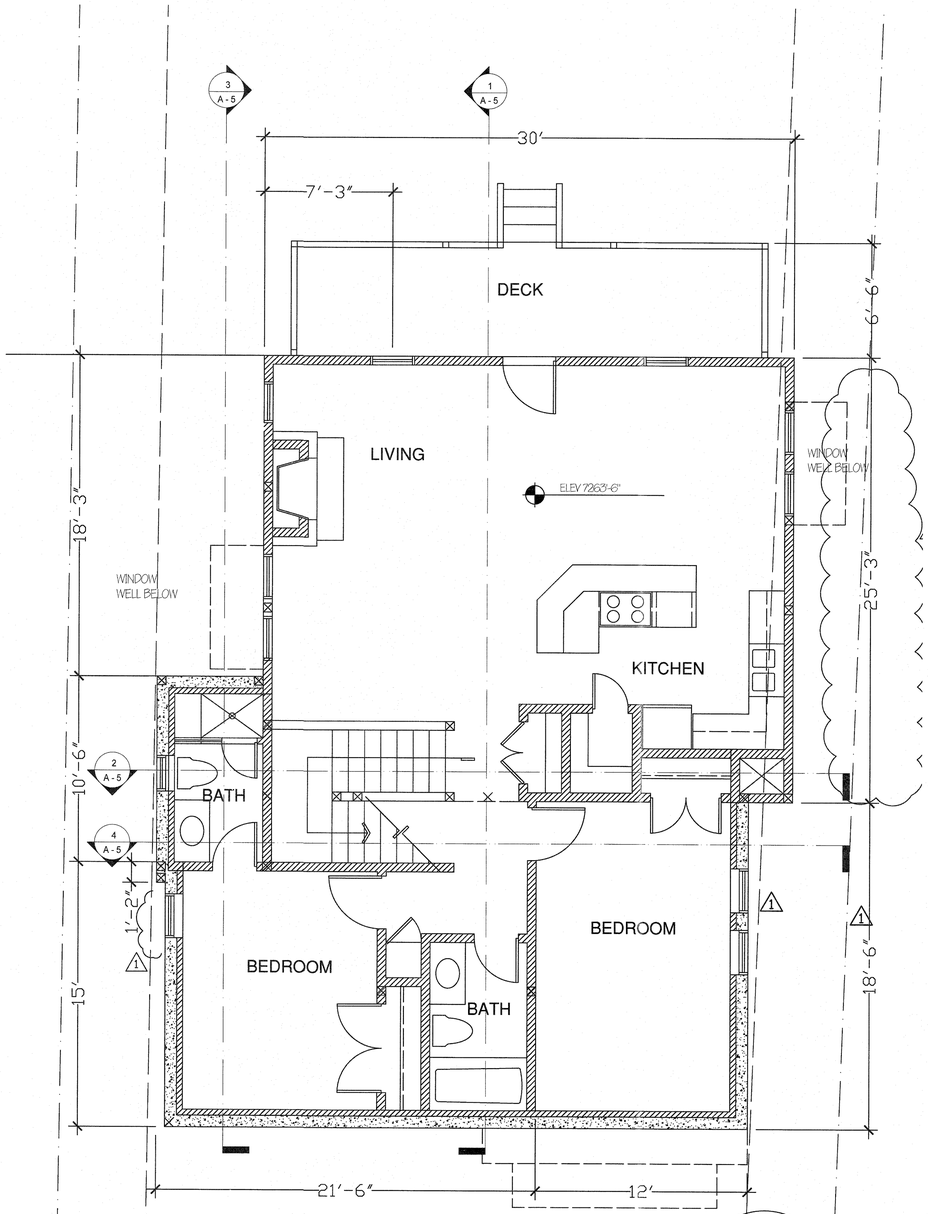

MAIN LEVEL FLOOR PLAN

SCALE ¼"= 1'-0"

NORTH

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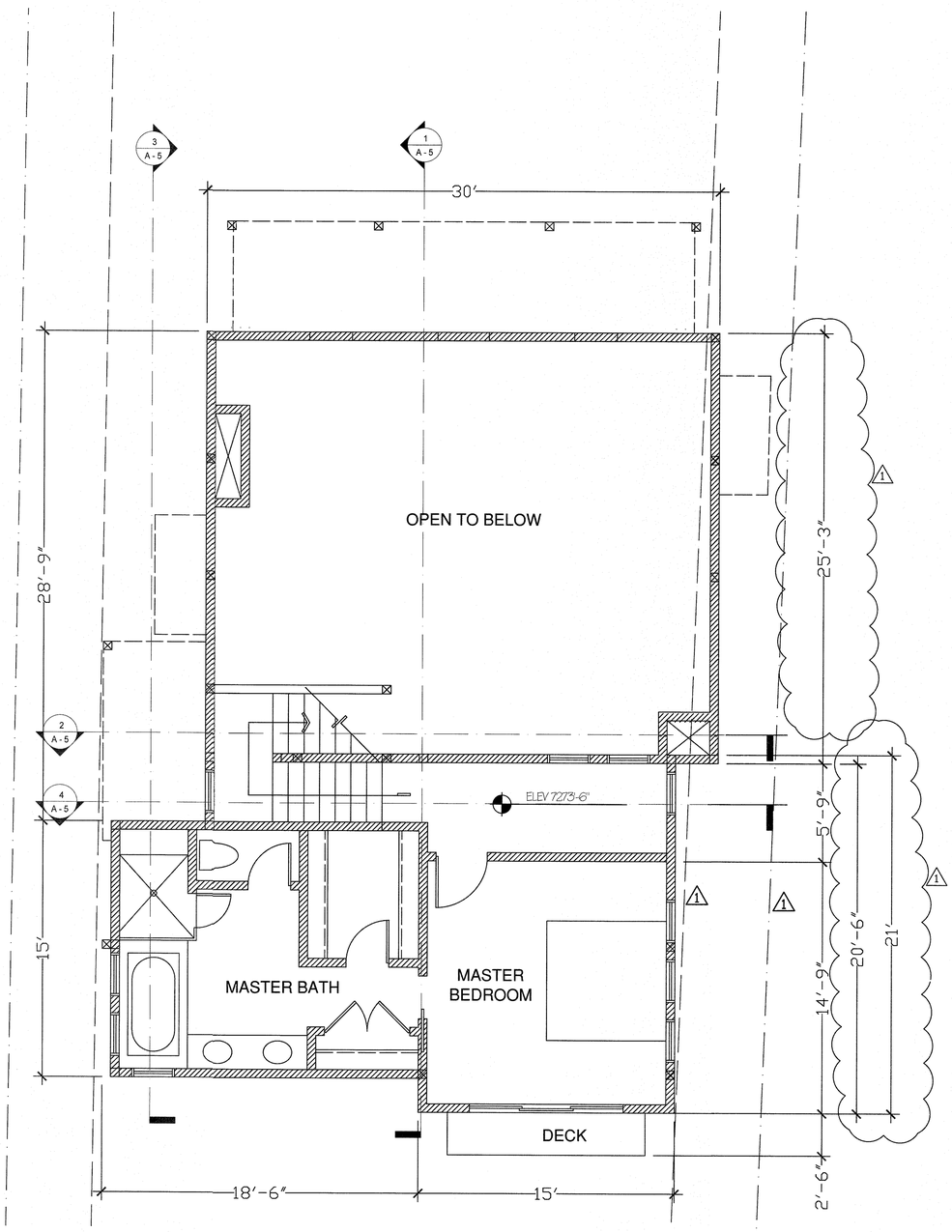

UPPER LEVEL FLOOR PLAN

SCALE ¼"= 1'-0"

NORTH

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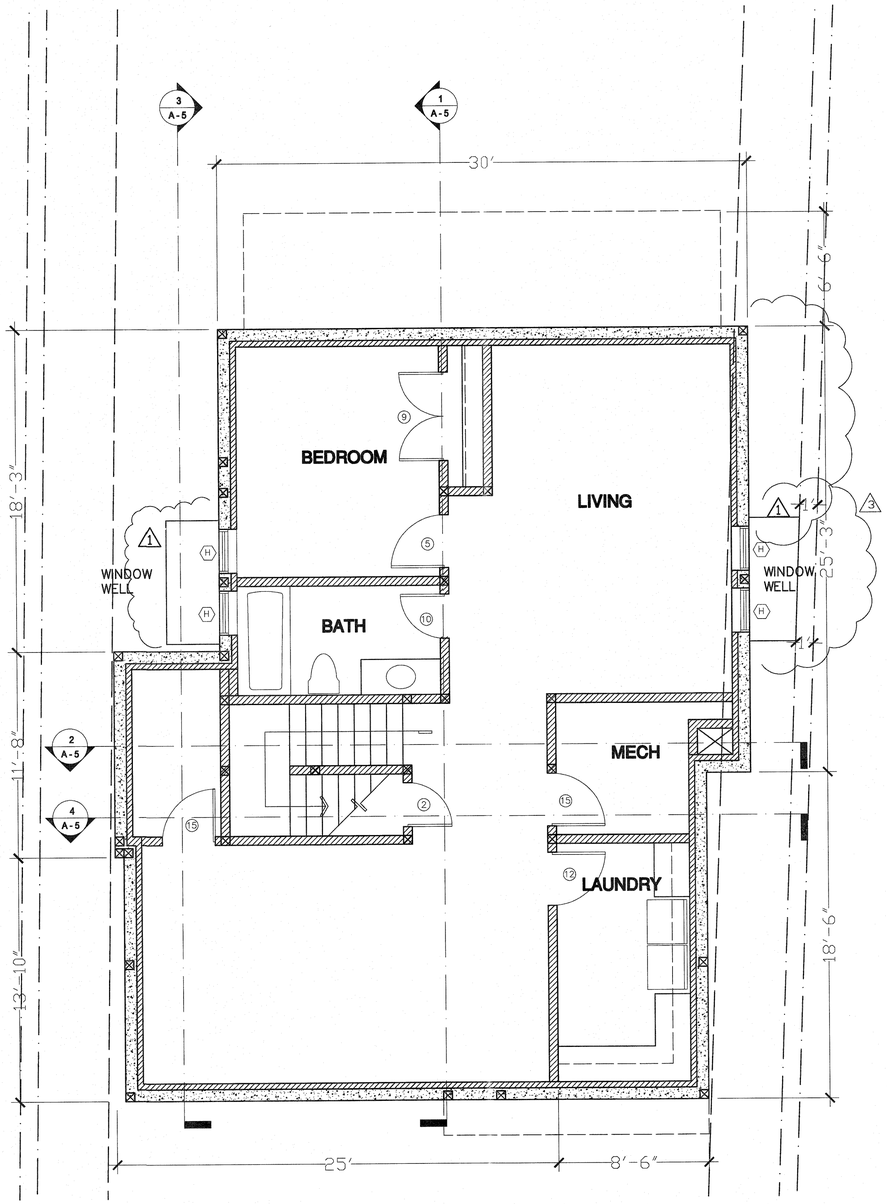

PROPOSED BASEMENT PLAN

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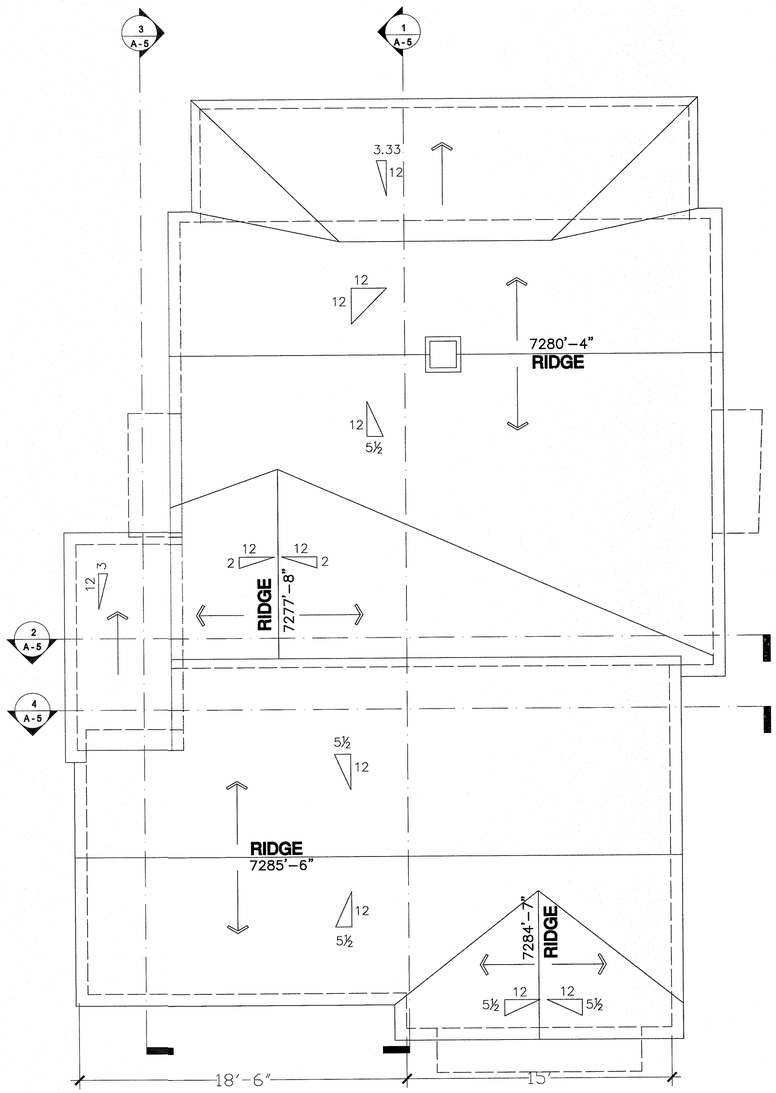

ROOF PLAN

SCALE ¼"= 1'-0"

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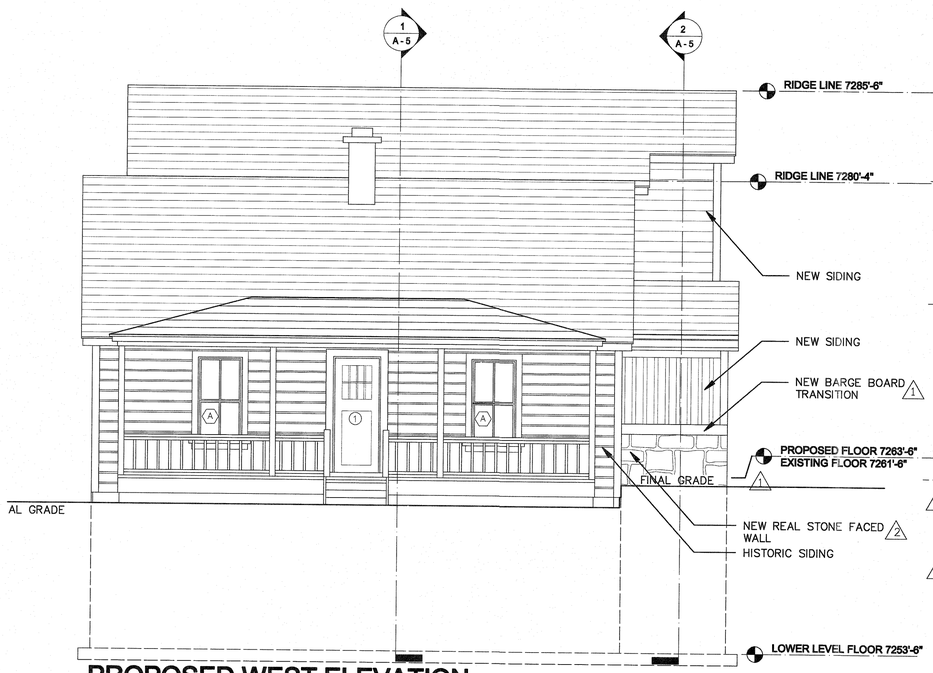

PROPOSED WEST ELEVATION

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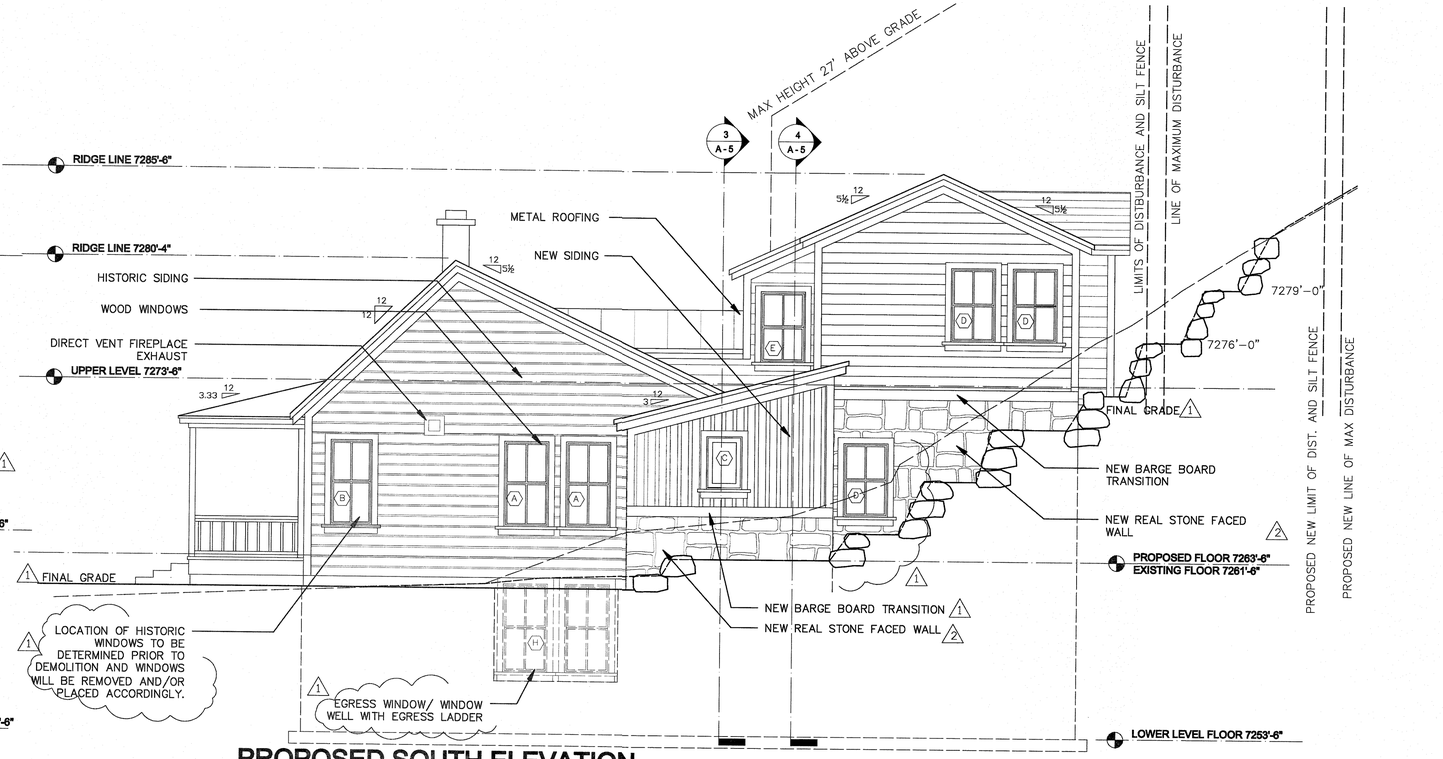

PROPOSED SOUTH ELEVATION

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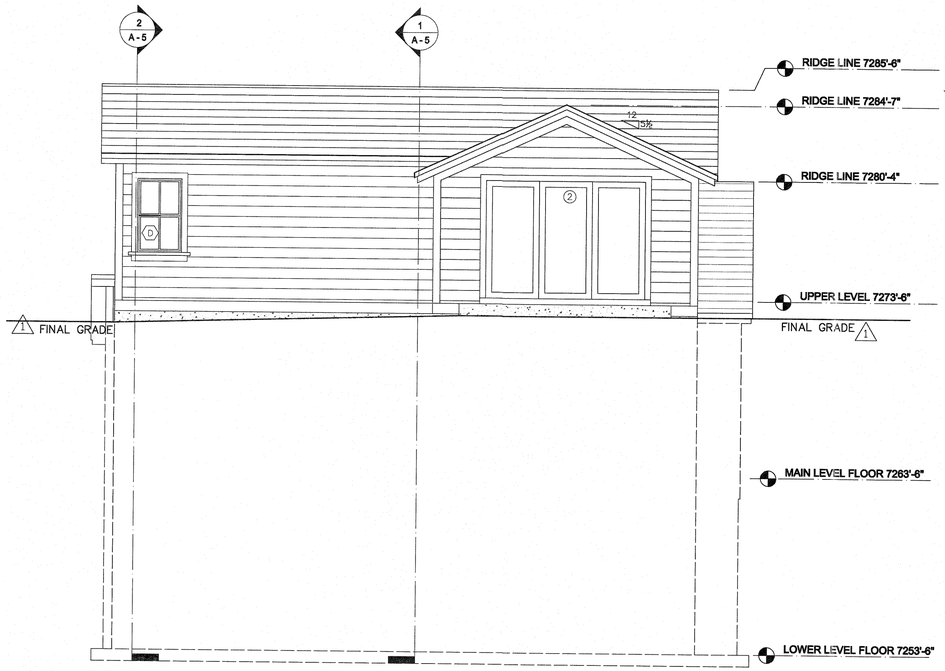

PROPOSED EAST ELEVATION

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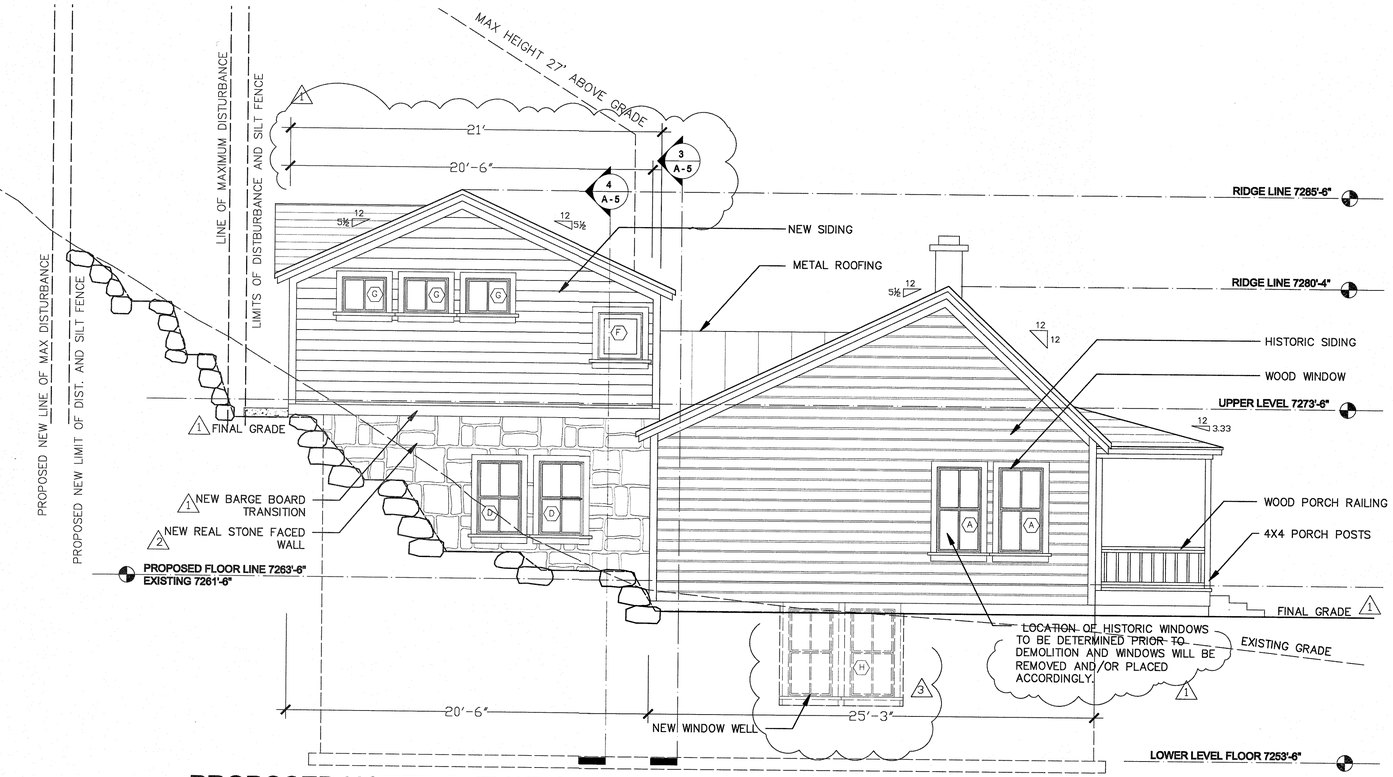

PROPOSED NORTH ELEVATION

SCALE ¼"= 1'-0"

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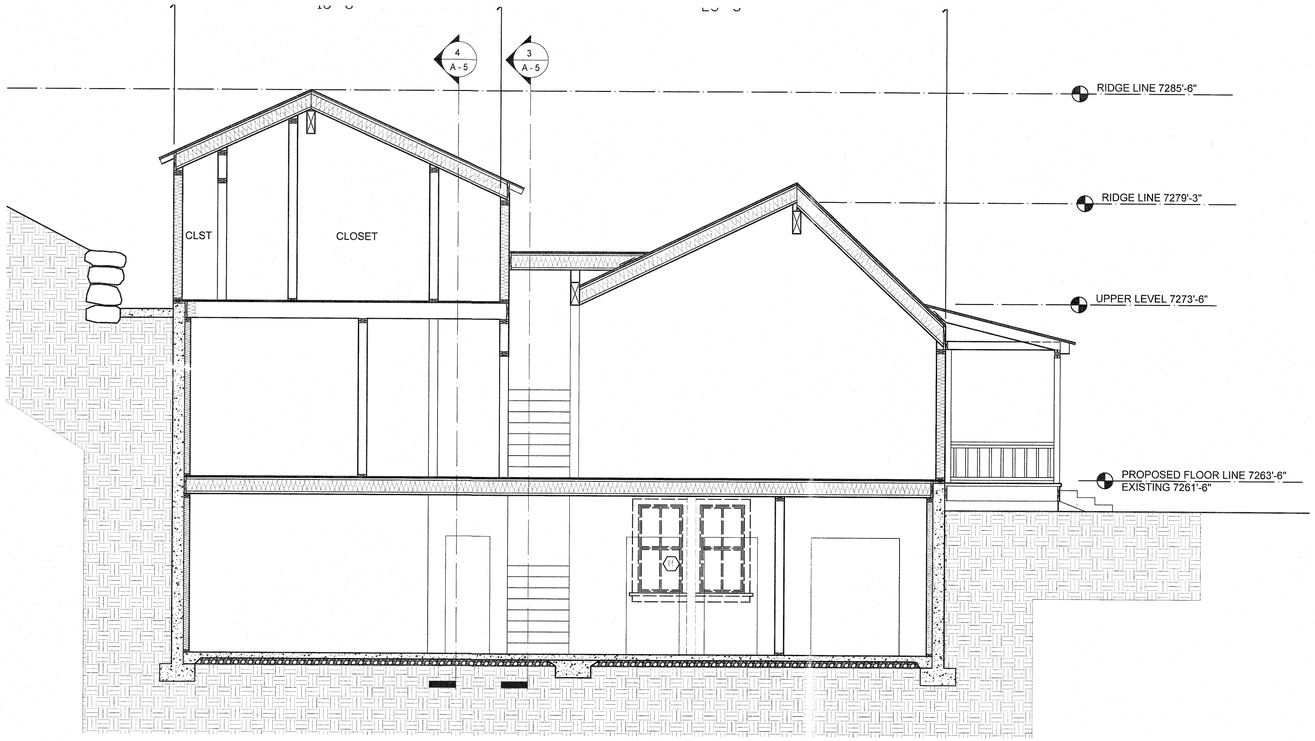

1 SECTION ELEVATION

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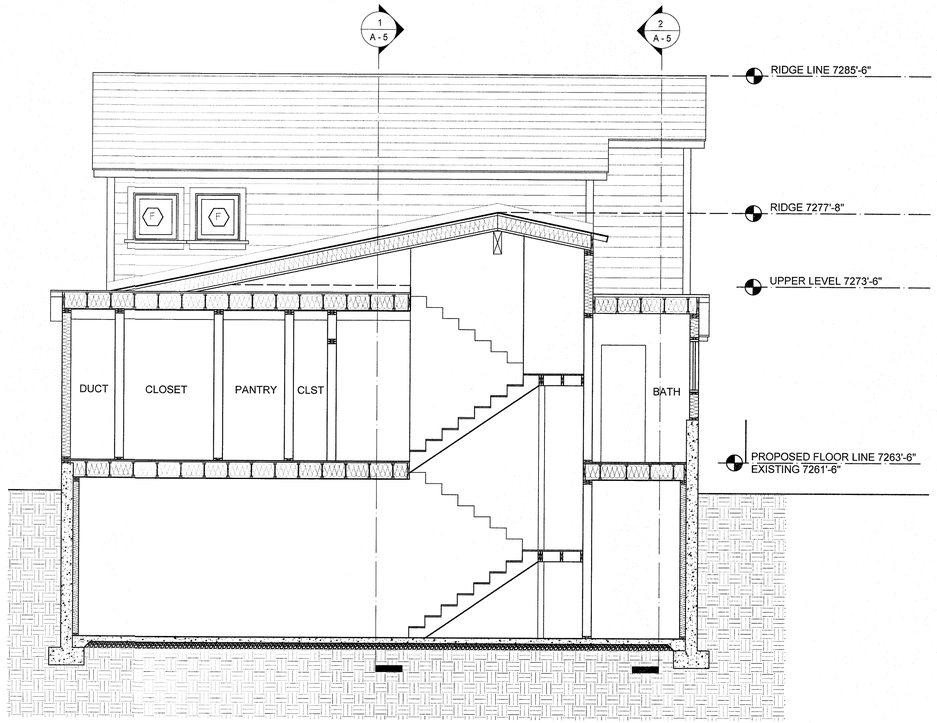

2 SECTION ELEVATION

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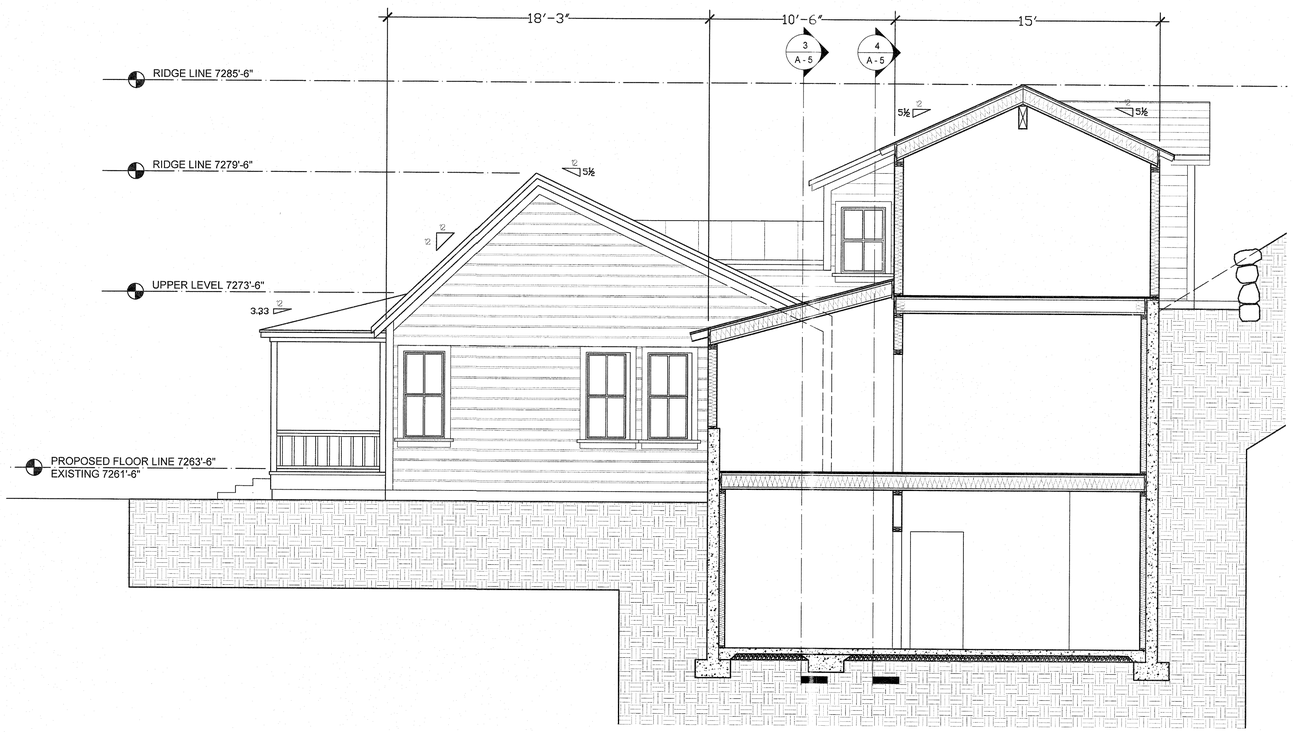

3 SECTION ELEVATION

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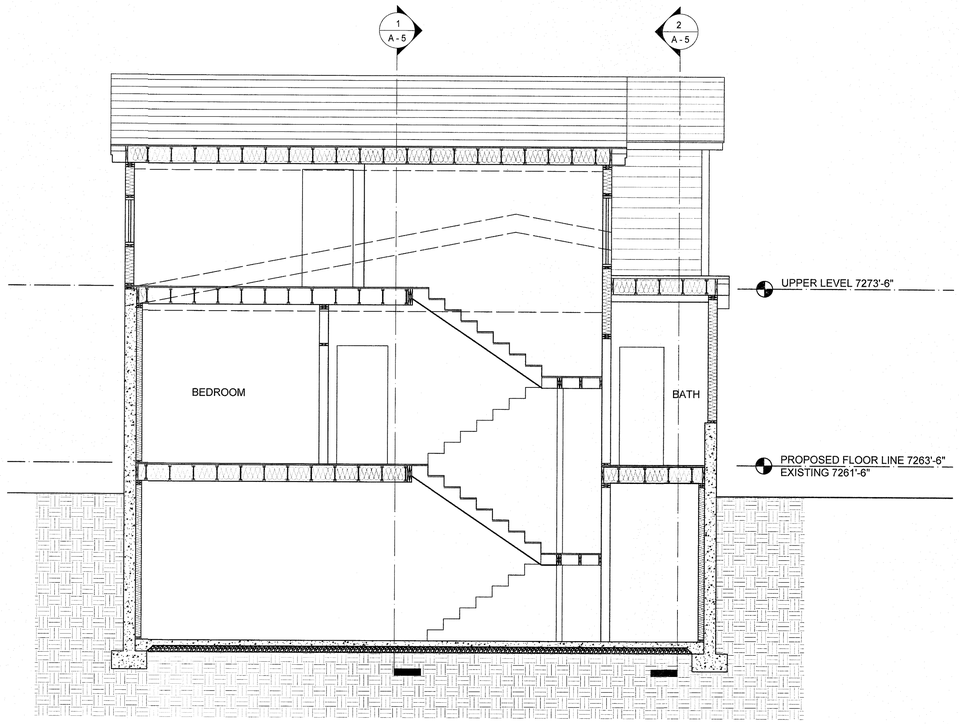

4 SECTION ELEVATION

SCALE ¼"= 1'-0"

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FINISH SCHEDULE

NO.	ROOM	FLOOR	BASE	WALLS				CEILING	NOTES
				NORTH	SOUTH	EAST	WEST		

WINDOW SCHEDULE

1

MARK	SIZE	TYPE	GLASS	REMARKS
A	2'-6" X 4'-10"	DOUBLE HUNG		WOOD
B	2'-4" X 4'-10"	DOUBLE HUNG		WOOD
C	2'-0" X 3'-0"	CASEMENT	TEMP	ALUMINUM CLAD WOOD
D	2'-6" X 4'-2"	DOUBLE HUNG		ALUMINUM CLAD WOOD
E	2'-6" X 5'-0"	DOUBLE HUNG		ALUMINUM CLAD WOOD
F	2'-6" X 2'-8"	CASEMENT		ALUMINUM CLAD WOOD
G	2'-6" X 2'-0"	CASEMENT		ALUMINUM CLAD WOOD
H	2'-6" X 5'-0"	DOUBLE HUNG		EGRESS / ALUMINUM CLAD WOOD

NOTES:

1. The openable window area in bathrooms, water closet compartments, and other similar rooms shall not be less than 1–1/2 sq ft unless a mechanical ventilation system capable of producing 50 cfm for intermittent operation or 20 cfm continuous operation is provided. Ventilation air shall be exhausted directly to the outside. –IRC R303.3

2. Tempered glass shall be provided in: frameless glass doors, glass in doors, glass within a 24" arch of and similar glazed opeings subject to human doors, glazing less than 60" above a walking surface that is within 5 ft of spas or pools, certain fixed glass panels subject to human impact. –IRC R308

3. Glazing used in doors and panels of showers and bathtub enclosures and walls enclosing these compartments shall be tempered. – IRC Table R308.3

4. All windows at historical portion of home shall be wood exterior. At remaining portion, aluminum clad exterior shall be acceptable.

DOOR SCHEDULE

DOOR NO.	SIZE			MATERIAL		REMARKS 2
	WIDTH	HEIGHT	THICK	DOOR	FRAME	
1	3'–0"	6'–8"				FRONT ENTRY / WOOD
2	9'–0"	8'–0"				SLIDER / ALUMINUM CLAD
3	2'–0"	6'–8"				INT. PANEL
4	3'–6"	6'–8"				INT. PANEL
5	3'–0"	6'–8"				INT. PANEL
6	4'–0"	6'–8"				INT. PANEL
7	2'–6"	6'–8"				INT. PANEL
8	3'–0"	6'–8"				INT. PANEL
9	5'–0"	6'–8"				INT. PANEL
10	2'–6"	6'–8"				INT. PANEL
11	2'–0"	6'–8"				SHOWER; TEMP.
12	3'–0"	6'–8"				INT. PANEL
13	2'–6"	6'–8"				INT. PANEL
14	2'–6"	6'–8"				POCKET
15	3'–0"	6'–8"				INT. PANEL
16						

STATE OF UTAH
RICHARD SCOTT OTTO
124007
LICENSED ARCHITECT
9-18-19

OTTO WALKER architects
2200 Park Ave., Suite c201, Park City, Utah 84060 (435)649-6373

Project:
THE HENRY RESIDENCE
269 DALY AVE

Date: JUNE 18, 2018
Revisions:
1 SEPT 17 2018

Sheet No:
A-6

Architectural Notes:

1. All work shall comply with the 2015 International Residential Code. Structural shall comply with 2015 International Building Code.

2. All submittals and changes to plans shall be approved by the architect prior to being submitted to the building official for approval. Engineer to approve all structural changes. Deferred Submittals must be approved by the design professional.

3. All habitable rooms, except kitchens, are to have an area of not less than 70 sq ft with a minimum of 7 ft in any dimension.

4. Habitable rooms, hallways, corridors, laundry rooms and basements shall have a ceiling height of not less than 7 feet measured from finished floor to finished ceiling, bathrooms can be at 6'8". Not more than 50% of the required floor area is permitted to have a sloped ceiling less than 7 feet with no portion of the required floor area less than 5 ft in height.

5. Minimum window area shall equal not less than 8% of the floor area of the room unless artificial light is provided capable of producing an average illumination of 6 footcandles over the area of the room at a height of 30 inches.

6. Provide emergency egress for basements with habitable space and each sleeping room: an exterior door or window with a finished sill height within 44" of the floor, minimum net clear openable area of 5.7 sq ft, minimum net clear openable width of 20" and minimum net clear openable height of 24". Grade floor openings may have a minimum net clear opening of 5 sq ft.

7. Show that window wells will provide a minimum net clear opening of 9 sq ft with a minimum dimension of 36 inches. Show a permanent ladder if window well is more than 44 inches deep.

8. Required windows shall open directly onto a public street, public alley, yard or court.

9. Window sills in dwelling units, where the opening of an operable window is located more than 72 inches (1829 mm) above the finished grade or surface below, the lowest part of the clear opening of the window shall be a minimum of 24 inches (610 mm) above the finished floor of the room in which the window is located. Glazing between the floor and 24 inches (610 mm) shall be fixed or have openings through which a 4-inch-diameter (102 mm) sphere cannot pass.

10. Natural ventilation equaling 4% of the floor area shall be through windows, doors, louvers or other approved openings to the outdoors unless an approved mechanical ventilation system is provided capable of producing 0.35 air changes per hour in the room or a whole-house mechanical ventilation system is installed.

11. Glazing used in doors and panels of showers and bathtub enclosures and walls enclosing these compartments shall be tempered.

12. Showers shall have doors sized to provide a minimum of 22" inch net clear opening.

13. Tempered glass shall be provided in: Frameless glass doors, glass in doors, glass within a 24" arch of doors, glazing less than 60" above a walking surface that is within 5 ft of stairs, or glazing within 5 ft of spas or pools, certain fixed glass panels, and similar glazed openings subject to human impact.

14. Provide not less than 5/8 inch gypsum board on the garage side of the wall and ceiling separating a garage and a dwelling. Where the separation is a floor-ceiling assembly, the structure supporting the separation shall be protected with not less than 5/8 inch type X gypsum board on the ceiling.

15. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors.

16. Garage attic access doors shall be 20 minute labeled or of equivalent construction.

17. Automatic garage door openers , if provided, shall be tested in accordance with UL325.

18. Provide listing (approval) number for fireplace stove, fireplace insert, or shower steamer appliance.

19. Provide 30# interlayment between courses of shakes. Show roof valley flashing minimum 28 galvanized sheet gauge corrosion-resistant metal extending at least 11 inches from centerline each way. Show ice shield extending from the eaves to a point at least 24 inches inside the exterior wall line.

20. Composition shingles shall not be installed on roofs having a slope less than 4 to 12 unless double underlayment is installed in accordance with IRC.

21. Asphalt shingle, clay and concrete tile, metal shingle, mineral-surfaced roll roofing, slate and slate-type shingle, wood shingle, and wood shake roof materials require an ice barrier that extends from the edge of the eaves to a point not less than 24 inches inside the exterior wall line of the building.

22. Provide exterior grade plywood or other approved exterior materials for soffits.

23. Provide a minimum 4-mil polyethylene vapor retarder over insulation on exterior walls and roof ceilings.

24. Exterior walls shall provide the building with a weather-resistive exterior wall envelope. Provide weather-resistive barrier flashing details for windows, door and other openings in the building envelope, include manufacturer's installation instructions.

25. The interior shaft of elevators to have 5/8" type "X" drywall.

26. Private residence elevators and limited use lifts shall comply with ASME17.1 and ASME 18.1.

27. Inspections are required for all stucco and EIFS systems. Provide product specifications and ICBO Evaluation Report (or equal) for any stucco or EIFS system used.

28. Snow shedding: If the setback from any property line is less than 10 feet, or if snow shedding occurs over any exit door, site plans and building designs shall resolve snow release issues to the satisfaction of the Chief Building Official. Solutions must minimize the impacts of snow shedding on adjacent properties and/or improvements.

29. Exterior siding shall comply with IRC

30. Flashing shall be installed in such a manner so as to prevent moisture from entering the wall or to redirect it to the exterior. Flashing shall be installed at the perimeters of exterior door and window assemblies, penetrations and terminations of exterior wall assemblies, exterior wall intersections with roofs, chimneys, porches, decks, balconies and similar projections and at built-in gutters and similar locations where moisture could enter the wall. Flashing with projecting flanges shall be installed on both sides and the ends of copings, under sills and continuously above projecting trim.

31. Stone veneer units not exceeding 10 inches (254 mm) in thickness shall be anchored directly to masonry, concrete or to stud construction by one of the following methods:

a. With concrete or masonry backing, anchor ties shall be not less than 0.1055-inch (2.68 mm) corrosion-resistant wire, or approved equal, formed beyond the base of the backing. The legs of the loops shall be not less than 6 inches (152 mm) in length bent at right angles and laid in the mortar joint, and spaced so that the eyes or loops are 12 inches (305 mm) maximum on center (o.c.) in both directions. There shall be provided not less than a 0.1055-inch (2.68 mm) corrosion-resistant wire tie, or approved equal, threaded through the exposed loops for every 2 square feet (0.2m2) of stone veneer. This tie shall be a loop having legs not less than 15 inches (381 mm) in length bent so that it will lie in the stone veneer mortar joint. The last 2 inches (51 mm) of each wire leg shall have a right-angle bend. One-inch (25 mm) minimum thickness of cement grout shall be placed between the backing and the stone veneer.

b. With stud backing, a 2-inch by 2-inch (51 by 51 mm) 0.0625-inch (1.59 mm) corrosion-resistant wire mesh with two layers of water-resistive barrier in accordance with Section 1404.2 shall be applied directly to wood studs spaced a maximum of 16 inches (406 mm) o.c. On studs, the mesh shall be attached with 2-inch-long (51 mm) corrosion-resistant steel wire furring nails at 4 inches (102 mm) o.c. providing a minimum 1.125-inch (29 mm) penetration into each stud and with 8d common nails at 8 inches (203 mm) o.c. into top and bottom plates or with equivalent wire ties. There shall be not less than a 0.1055-inch (2.68 mm) corrosion-resistant wire, or

32. All new residential structures in Park City require fire sprinklers. Park City Municipal Code 11-3-2.

33. Special inspection is required for field welding and high strength bolting. 2015 IBC.

34. A permanent certificate shall be posted on or in the electrical distribution panel listing the predominant R-values of insulation installed in or on ceiling /roof, walls, foundation, (slab, basement wall, crawlspace wall and /or floor) and ducts outside the conditioned spaces; U-factors of windows, and the solar heat gain coefficient of windows. The type and efficiency of heating, cooling and service water heating equipment shall also be listed. Note: The listing will not allow you to drill or modify the panel or cover in any way to accomplish this.

Site Plan Notes:

1. All surface water shall drain away from the house at all points. Direct the drainage water to the street or to an approved drainage course but not onto neighboring properties. The grade shall fall a minimum of 6 inches within the first 10 ft.

2. Finish grade cuts and fills that have a slope greater that 2:1 require a soils report.

3. All retaining walls are required to be engineered.

4. Retaining walls (greater than 4' or supporting a surcharge) require a separate permit. Separate plans, specifications and applications are to be submitted and reviewed prior to issuance of these permits.

5. Provide a special inspection for soil compaction.

Ventilation:

1. Provide crawlspace / underfloor ventilation: Minimum 1 sq ft for each 150 sq ft of underfloor area, or 1:1,500 if 4 mil visqueen is provided on the ground. Vents to be arranged to provide cross-ventilation on at least two opposing sides.

2. Provide cross ventilation for enclosed attics and spaces between rafters for each separate space. Ventilating openings shall be protected against the entrance of rain or snow. The total net free ventilating area shall not be less than 1 to 150 of the area of the space ventilated. This may be reduced to not less than 1 to 300 if: (1) openings are provided in the upper and lower portions of the ventilated space, OR, (2) a 1 perm vapor barrier is installed on the warm side of the ceiling.

3. Unventilated areas of roof require an approved insulation system. Submit insulation system for approval by building official prior to insualting.

4. Unvented conditioned attic assemblies shall comply with IRC.

5. The openable window area in bathrooms, water closet compartments, and other similar rooms shall not be less than 1-1/2 sq ft unless a mechanical ventilation system capable of producing 50 cfm for intermittent operation or 20 cfm for continuous operation is provided. Ventilation air shall be exhausted directly to the outside.

2015 IRC Significant Changes:

1. R106.1 Please provide engineering calculations that reflect 2015 IBC/IRC as the design criteria and replace structural sheets in the plans with sheets that reflect current code standards.

2. R101 Please designate the 2015 IRC, as amended, as the governing code on the drawings and replace notes to reflect currend code standards. THE 2015 IRC SHALL BE THE GOVERNING CODE FOR THESE PLANS.

3. R1102.4 Air leakage- as amended you must choose to either comply with N1102.4.1.1 (this is the prescriptive method) or N1102.4.1.2 (this is a blower door test). Please indicate on the plans which method will be used. THE PLANS SHALL COMPLY WITH N1102.4.1.1 (THE PRESCRIPTIVE METHOD).

4. N1102.4.4 Where open combustion air ducts provide combustion air to open combustion fuel burning appliances the duct and appliance shall be located outside of the building thermal envelope or enclosed and isolated from the thermal envelope. Such rooms shall be sealed and insulated per Table N1102.1.2. The door into the room shall be fully gasketed and any water lines and ducts in the room insulated per N1103.

5. N1103.3.3 Please note on the plans that duct testing will be required where air handlers or more than 35% of the duct work is outside the thermal envelope.

6. R106.1.1 Decks shall be designed according to this section; live loads shall be calculated with attention given to snow loads.

7. M1503.4 Make Up Air. Range hoods that are capable of exhausting air to the outside in excess of 400 CFM require make up air. If provided please indicate on the plans how this code sections will be met. RANGE HOODS SHALL PROVIDE LESS THAN 400 CFM EXHAUSTING AIR IF POSSIBLE.

8. Table 703.8(2) Have the engineer show how stone veneer over 20' will be supported. ENGINEER SHALL PROVIDE DETAIL. Also note 703.8.2.1 maximum height of 12'-6" when being supported off of a steel angle.

9. N1102.2.10 Slab on grade floors with a floor surface less than 12" below grade shall be insulated with R-10 for 4 feet in either direction from the top of the slab. This shall be increased to R-15 for heated slabs. Please show thermal break at basement slab edge. SEE TYPICAL WALL SECTION DETAIL.

10. R311.5 Please have the engineer show how the decks have been designed to resist lateral load. ENGINEER SHALL PROVIDE INFORMATION.

11. R403.1.6 Foundation bolts shall be located in the middle third of the width of the plate.

12. R315.3 Where a fuel burning appliance is located within a bedroom or its attached bathroom a carbon monoxide alarm shall be installed within the bedroom.

13. Table M1506.2 Please indicate exhaust fan vent size limits on the plans. SEE TABLE PROVIDED.

14. R3901.9 The branch circuit supplying the receptacles in a garage shall not supply outlest outside of the garage. (see state amendment)

15. R3901.9 Not less than one receptacle outlet, in addition to any provided for specific equipment, shall be installed for each vehicle space.

16. E3902.9 Please indicate on the plans that all 125-volt, single-phase, 15 and 20 ampere receptacles installed in laundry areas shall have GFCI protection.

17. E3902.10 Please indicate on the plans that the dishwasher outlet will be GFCI protected. If dishwasher will be "hardwired" then GFCI protection is still required and a disconnecting means in compliance with Table E4101.5 will need to be shown on the plans. DISHWASHERS SHALL HAVE GFCI PROTECTED OUTLETS.

18. E3902.16 All branch circuits that supply 120-volt, single phase, 15 and 20 ampere outlets installed in kitchens, bedrooms and laundry rooms shall be AFCI protected.

TABLE M1506.2 DUCT LENGTH

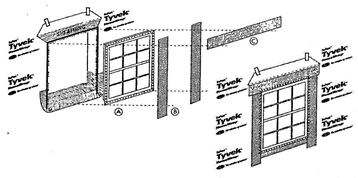
DUCT TYPE	FLEX DUCT							SMOOTH-WALL DUCT						
Fan airflow rating (CFM @ 0.25 inch we[a])	50	80	100	125	150	200	250	300	50	80	100	125	150	200	250	300
Diameter[b] (INCHES)	Maximum length[c,d,e] (FEET)															
3	X	X	X	X	X	X	X	X	5	X	X	X	X	X	X	X
4	56	4	X	X	X	X	X	X	114	31	10	X	X	X	X	X
5	NL	81	42	16	2	X	X	X	NL	152	91	51	28	4	X	X
6	NL	NL	158	91	55	18	1	X	NL	NL	NL	168	112	53	25	9
7	NL	NL	NL	NL	161	78	40	19	NL	NL	NL	NL	NL	148	88	54
8 and above	NL	NL	NL	NL	NL	189	111	69	NL	NL	NL	NL	NL	NL	198	133

For SI: 1 foot = 304.8mm.
a. Fan airflow rating shall be in accordance with ANSI/AMCA 210-ANSI/ASHRAE 51.
b. For nonciricular ducts, calculate the diameter as four times the cross-sectional area divided by the perimeter.
c. This table assumes that elbows are not used. Fifteen feet of allowable duct length shall be deducted for each elbow installed in the duct run.
d. NL = no limit on duct length of this size.
e. X = not allowed. Any length of duct this size with assumed turns and fittings will exceed the rated pressure drop.

FOR RECTANGULAR WINDOWS:

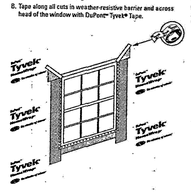
STEP 10

A. Install window/door according to manufacturer's instructions. (Illustration A)
B. Cut two pieces of DuPont™ StraightFlash™ or FlexWrap™ for jamb flashing extending 1" above window head flange and below bottom edge of sill flashing. Remove release paper and press tightly along sides of window frame. (Illustration B)
C. Cut a piece of DuPont™ StraightFlash™ or FlexWrap™ for head flashing, which extends beyond outer edges of jamb flashings. Remove release paper and install completely covering mounting flange and adhering to exposed sheathing or framing members. (Illustration C)



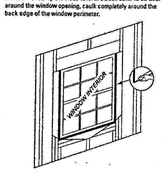
STEP 11

A. Flip down upper flap of weather-resistive barrier so it lays flat across head flashing.
B. Tape along all cuts in weather-resistive barrier and across head of the window with DuPont™ Tyvek® Tape.



STEP 12

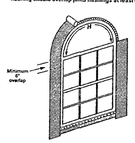
Caulk (using backer rod if necessary) to seal rear of window/door frame to inside of rough opening across bottom and a minimum of 12" up the sides to form a back dam. To air seal around the window opening, caulk completely around the back edge of the window perimeter.



FOR ROUNDTOP WINDOWS:

STEP 13

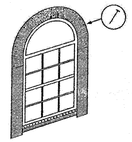
A. Cut head flashing at least 12" longer than the arc length (H) of round-top window.
B. Remove both release papers and install to conform around top of window, covering entire mounting flange and adhering to exposed sheathing or framing members. Head flashing should overlap jamb flashings at least 6".



STEP 14

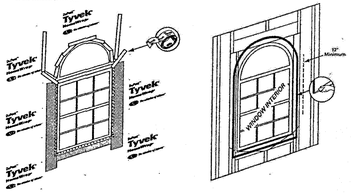
Secure outer edges of head flashing using mechanical fasteners. (eg. Cap Nails, staples, screws etc.).

INSTALLATION TIP!
Remove short lengths of release papers, begin installation, then repeat until installation is complete.



STEP 15

A. Flip down upper flap of weather-resistive barrier so it lays flat across head flashing.
B. Tape along all cuts in weather-resistive barrier and across head of the window with DuPont™ Tyvek® Tape.
C. Caulk (using backer rod if necessary) to seal rear of window/door frame to inside of rough opening across bottom and a minimum of 12" up the sides to form a back dam. To air seal around the window opening, caulk completely around the back edge of the window perimeter.



BUILDING CODE REPORTS
National Evaluation Report NER-642. Meets the ASTM E907 Type 1 Air Barrier when installed according to Tyvek® Weatherization Systems best practices. See exhibition instructions on label.

TECHNICAL SPECIFICATIONS
Tyvek® used in construction products is made from 100% flash spunbonded high-density polyethylene fibers which have been bonded together by heat and pressure, without binders or fillers, into a tough, durable sheet structure. Additives have been incorporated into the polyethylene to provide ultraviolet light resistance. DuPont suggests that Tyvek® be covered within four months (120 days) of installation.

DuPont™ FlexWrap™ and StraightFlash™ are made from a synthetic rubber adhesive and a laminate of polyethylene film, elastic fiber, synthetic rubber adhesive, polyurethane adhesive, and a top sheet of flash spunbonded high density polyethylene fibers. Additives have been incorporated into these materials to provide ultraviolet light resistance. DuPont suggests that DuPont™ FlexWrap™ and StraightFlash™ be covered within four months (120 days) of installation.

PRODUCT GUARANTEE
DuPont will replace any Tyvek® Weatherization System product damaged during installation by weather or normal handling if it is installed according to procedures published by DuPont. If you have any questions, call DuPont™ Tyvek® Weatherization Systems at 1-800-44-TYVEK.

If DuPont™ FlexWrap™ and StraightFlash™ product fails to meet published material specifications at the time of shipment, or contains defects created during its production, DuPont will replace defective material at no charge.

WARNING
Tyvek® is slippery and should not be used in any application where it will be walked on. In addition, because it is slippery, DuPont recommends using ladjacks or scaffolding for exterior work above the first floor. If ladders must be used, extra caution must be taken to use them safely by following the requirements set forth in ANSI Standards 14.1, 14.2 and 14.3 for ladders made of wood, aluminum, and fiberglass, respectively. Tyvek® is combustible and will melt at 275°F (135°C). Keep away from high heat sources. Tyvek® will melt at 275°F (135°C) and if the temperature rises and reaches 750°F (400°C), it will burn and the fire may spread. Tyvek® will burn long after the point of ignition. For more information, call 1-800-44-TYVEK.

DuPont™ FlexWrap™ and StraightFlash™ and their release paper are slippery and should not be walked on. Remove only the paper from work area. Because DuPont™ FlexWrap™ and StraightFlash™ are combustible, temperatures greater than 250°F (121°C) DuPont™ FlexWrap™ and StraightFlash™ are combustible and should be protected from flam e and other high heat sources. DuPont™ FlexWrap™ and StraightFlash™ will not support combustion if the heat source is removed. However, if burning occurs, ignited droplets may fall away from the point of ignition. For more information, call 1-800-44-TYVEK.

NOTE
To Achieve greater potential energy savings and weather-resistance, any tears, breaks, holes, etc. created during normal construction should be repaired by taping or patching with Tyvek® weather-resistive barriers. When installing penetrations through the weather-resistive barrier, DuPont™ FlexWrap™ and StraightFlash™ should be properly integrated with these materials, such that water is diverted to the exterior of the wall system. Tyvek® products are weather-resistive barriers not the primary water barrier (the outer facade is the primary barrier). Combination of any Tyvek® weather-resistive barriers and building papers with building site chemicals which increase their wettability (e.g., surfactants) will adversely affect their water-resistance and vapor permeance characteristics and may compromise the performance of the system. Tyvek® StuccoWrap®, DuPont™ FlexWrap™ and StraightFlash™ are suggested for use as outlined in this brochure. DuPont™ FlexWrap™ and StraightFlash™ are not suggested for use on roof windows. For superior protection against bulk water penetration DuPont suggests a system approach that includes, where possible, a good quality weather-resistive membrane and an exterior drainage plane behind the cladding. For metal and plastic, and high quality windows and doors with particular attention to proper installation of each component. In a system where no exterior sheathing is used and Tyvek® is installed directly over the wall studs, exterior facade materials should be selected to ensure maximum protection against water intrusion. Careful workmanship and proper installation of each component is very important.

DuPont believes this information to be reliable and accurate. The information may be subject to revision as additional experience and knowledge is gained. It is the user's responsibility to determine the proper construction materials needed. Because conditions are outside of our control, DUPONT MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND ASSUMES NO RESPONSIBILITY FOR LOSS OR DAMAGE INCURRED AS A RESULT OF ITS USE FOR A PARTICULAR USE. This information is not intended to be used by others for advertising, promotion or other publication for commercial purposes.

For more information:
1-800-44-TYVEK
www.Tyvek.com

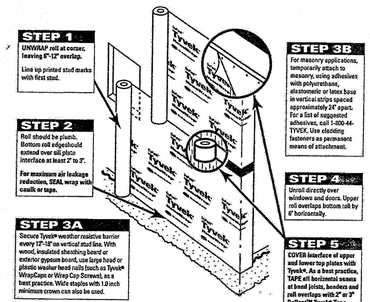
DuPont™
Tyvek®
HomeWrap®

INSTALLATION GUIDELINES

DuPont™ Tyvek® HomeWrap® ■ DuPont™ FlexWrap™ ■ DuPont™ StraightFlash™

How to install Tyvek® HomeWrap® on Vertical Walls, BEFORE Windows or Doors are installed

WRAPPING VERTICAL WALLS:



DUPONT
The miracles of science™

INSTALLATION GUIDELINES for DuPont™ Flashing Systems™ with integral flanged windows AFTER weather-resistive barrier is installed.

DuPont™ FlexWrap™ and DuPont™ StraightFlash™ are highly engineered flashing tapes designed to be compatible with Tyvek® Weatherization Systems products. For optimal weather-resistive protection, we suggest you use Tyvek® HomeWrap®, Tyvek® StuccoWrap® or Tyvek® CommercialWrap®, DuPont™ Tyvek® Tape, and Tyvek® Wrap Caps.

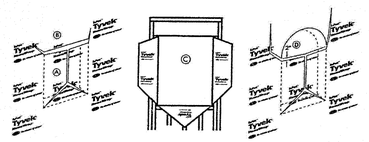
GENERAL INSTRUCTIONS:

- DuPont™ FlexWrap™ and StraightFlash™ should be installed on clean, dry surfaces. Wipe surfaces to remove moisture, dirt, grease and other debris that could interfere with adhesion.
- Apply pressure along entire surface for a good bond.
- Remove all wrinkles and bubbles by smoothing surface and repositioning as necessary.
- DO NOT STRETCH DuPont™ FlexWrap™ WHEN INSTALLING.
- DuPont™ FlexWrap™ performs best when installed at temperatures above 40°F (4°C).
- For additional guidelines and suggested caulks, please call 1-800-44-TYVEK (800-448-9835).

STEP 6

PREPARE WEATHER-RESISTIVE BARRIER FOR WINDOW OR DOOR INSTALLATION:

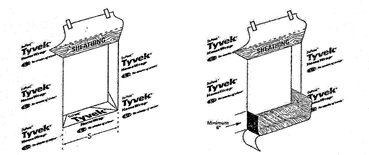
A. Make a modified "I-Cut" in the weather-resistive barrier. Begin with a horizontal cut across the top of the window frame. (For roundtop windows, the cut should begin 2" above the mull joint [see D]). From the center cut straight down about two-thirds of the way then angling the cut to each corner (see A).
B. Cut a flap above the rough opening to expose sheathing or framing members and allow head flashing installation. Head flashing should adhere to exposed sheathing or framing members.
C. Fold side and bottom flaps into rough opening and crease. Flip head flap up and temporarily secure.



FOR RECTANGULAR WINDOWS FOR ROUNDTOP WINDOWS

STEP 7

A. Cut DuPont™ FlexWrap™ at least 12" longer than width of rough opening sill (S).
B. Remove first piece of release paper, cover horizontal sill by aligning inside edge of sill, and adhere into rough opening across sill and up jambs (min. 6"). Cover horizontal sill by aligning FlexWrap™ edge with inside edge of sill
C. Remove second release paper.

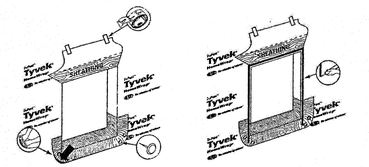


STEP 8

A. Fan DuPont™ FlexWrap™ at bottom corners onto face of w..E.
B. Firmly press sill flashing to ensure full adhesion.
C. SECURE FANNED EDGES WITH MECHANICAL FASTENERS. (i.e. CapNails, staples, screws, etc.)

STEP 9

A. Apply continuous bead of caulk to wall or back side of window mounting flange across jambs and head, but leave bottom sill flange uncaulked.
B. DO NOT APPLY CAULK ACROSS BOTTOM SILL FLANGE.



STATE OF UTAH
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Project:
THE HENRY RESIDENCE
269 DALY AVE

Date: MAY 23, 2018
Revisions:

Sheet No:
A-7

Electrical Notes:

1. All electrical installations shall comply with the 2015 International Residential Code & 2015 International Energy Conservation Code & 2014 NEC code if electrical service is applicable.

2. All receptacles serving kitchen countertops, in garages, baths, unfinished basements and outside receptacles shall be GFCI protected.

3. Lights in closets must comply with the clearance dimensions of IRC.

4. Electrical panels must comply with IRC for 30" by 36" working space and 6'-6" headroom. Show location.

5. Provide smoke detectors conforming to IRC. All levels, all bedrooms, access to all bedrooms and in all rooms with sloped ceilings next to halls serving bedrooms. All detectors shall be hard-wired, interconnected, and have battery backup. Also, a smoke detector shall be located in the immediate area outside of each bedroom

6. Provide at least two outside grade level receptacles - one in the front yard and one in the rear yard.

7. All branch circuits that supply 120-volt, single phase, 15 and 20 ampere outlets installed in kitchens, bedrooms and laundry rooms shall be AFCI protected.

8. Carbon Monoxide detectors shall be installed on each habitable level of a dwelling unit equipped with a fuel burning appliance and shall be interconnected with smoke detectors.

9. Hot tub and spa installations and location shall comply with NEC.

10. Hydro-massage whirlpool bathtub electrical equipment shall be accessible without damaging the building structure of building finish.

11. Provide a concrete-encased grounding electrode in the footing and foundation.

12. A minimum of 50 percent of the lamps permanently installed lighting fixtures shall be high-efficiency lamps.

13. All 15 and 20 ampere receptacles in every kitchen, family room, dining room, living room, parlor, library, den, sun room, bedroom, recreation room or similar room or area of dwelling units shall be listed tamper-resistant receptacles.

14. All 125-volt, single phase, 15 or 20 ampere receptacles installed in garages and laundry areas shall have ground-fault circuit-interrupter protection for personnel.

15. In the kitchen, a minimum of two 20-ampere small-appliance branch circuits shall serve all wall and floor receptacle outlets.

16. The installation of wiring and equipment associated with swimming pools, hot tubs, spas, etc: the GFCI receptacle that provides power for the pump and associated equipment shall be 6 to 10 feet from the inside wall of pool. One general purpose GFCI outlet shall be between 6 and 20 feet from pool.

17. Where a fuel burning appliance is located within a bedroom or its attached bathroom a carbon monoxide alarm shall be installed within the bedroom

18. The branch circuit supplying the receptacle in a garage shall not supply outlets outside of the garage.

19. Dishwasher outlets shall be GFCI protected. If the dishwasher will be hardwired then GFCI protection is still required and a disconnecting means in compliance with Table E4101.5 will need to be shown on the plans.

Plumbing Notes:

1. All plumbing installations shall comply with 2015 International Residential Code.
2. Provide location for gas and electrical meters in an area that is protected from snow and ice damage.
3. Provide a floor drain by the water heater. Provide a metal pan under the water heater or steam shower equipment if located on a wood floor.
4. Provide water closets with a flow rate of not more than 1.6 gallons per flush.
5. Provide showerheads with a flow rate of note more than 2.5 gpm.
6. Provide non-freeze type backflow preventer hose bibs.
7. All plumbing vents through the roof to be minimum 3" pipe.
8. Provide expansion tank on the culinary water system.
9. Hydro-massage whirlpool bathtub electrical equipment shall be accessible without damaging the building structure of building finish.

10. Showers shall be finished to a height of not less than 72 inches above the floor. Material shall be non-absorbent. Tubs & Showers with tiled walls require a Portland cement application, fiber-cement or glass mat gypsum backer; green board is no longer allowed in this application.

11. Provide a floor drain by the water heater. Show a metal pan under the water heater or steam shower equipment if located on a wood floor.

12. Provide 21" clearance in front of water closet. Show a full 30" wide finished space for water closet.

13. In seismic design categories C, Do, D1 and D2, water heater shall be anchored or strapped in the upper third and lower one-third of the appliance to resist a horizontal force equal to one third of the operating weight.

14. Water heater shall be anchored or strapped in the upper third of the appliance to resist a horizontal force equal to one third of the operating weight.

15. Provide expansion tank on the culinary water system.
16. Garage drains shall run to sanitary sewer via a sand and oil separator.

Gas Piping:

1. Gas piping plan and Summit County Gas Line Installation Form shall be on site for gas line and meter inspection.

2. PROHIBITED LOCATIONS: Gas piping shall not be installed in or through a ducted supply, return, exhaust, clothes chute, chimney, dumbwaiter or elevator shaft. Gas piping installed downstream of the point of delivery shall not extend through any townhouse unit other than the unit served by such piping.

3. Gas piping shall not penetrate building foundation walls at any point below grade.

4. Appliances shall not be located in sleeping rooms, bathrooms, toilet rooms, storage rooms or a space that opens into such rooms. See this reference for exceptions.

5. Gas piping installed underground beneath buildings is prohibited expect where the piping is encased in a conduit. Such conduit shall extend not less than 4" outside the building, shall be vented above grade to the outdoors and shall be installed so as to prevent the entrance of water or insects.

6. Gas logs and each gas appliance shall have a shut-off valve within 6 feet of the appliance.

7. If gas pipe system is over 4 ounces pressure provide a gas piping schematic for the system. Clearly identify the operating pressure, type of piping material, size of the gas pipe, lengths of the piping runs, capacity of each appliance in Btu's/hour or cubic feet of gas per hour, identify the brand and location of each regulator, and venting of each regulator.

8. Natural gas service lines shall be no less than 1 inch (25 mm) in diameter.

9. Provide location for gas and electrical meters in an area that is protected from snow and ice damage.

Framing Notes:

1. Provide a minimum 18 inch clearance for wood joists and 12 inches clearance for wood girders in the crawlspace unless proper redwood or pressure treated wood is specified.

2. All lumber in contact with concrete or masonry including ledgers and furring walls must be preservatively treated or foundation-grade redwood.

3. Provide ½" airspace at tops, sides and ends of girders entering exterior concrete or masonry walls unless woods resistant to decay are used.

4. No wood shall be nearer than 8 inches to earth unless separated by concrete at least 3 inches in thickness with an impervious membrane installed between the earth and the concrete. This includes decks and siding.

5. Fasteners for preservative-treated and fire-retardant-treated wood shall be of hot-dipped zinc-coated galvanized steel, stainless steel, silicon bronze or copper. Fastenings for wood foundations shall be as required in AF&PA Technical Report No. 7. 2015 IBC.

6. Accessible below-floor areas shall be provided with a minimum 18" x 24" access opening. For access to mechanical equipment in these areas see IRC.

7. Provide a minimum 22" x 30" attic access in a hallway or other readily accessible location. See M1305.1.3 for access to furnaces and other mech. equipment in attics.

8. Provide double joists under bearing partitions which are parallel to floor joists.

9. Provide solid blocking at bearing points on floor joists or rafters.

10. Provide minimum of 2 inch thick redwood planks for deck if deck joist spacing is 16" on center or greater. Nominal 1" thick planking shall not be used where deck joists are spaced greater than 12" on center.

11. Provide 24-inch on-center blocking for vertical siding.

12. Provide T&G underlay-grade plywood and nailing schedule for subfloor if there is not additional particleboard.

13. Show exterior grade plywood or other approved exterior materials for soffits.

14. Provide roof sheathing rating and nailing schedule as per engineering design, or minimum 5/8", 40/20 rating if no professional design is provided.

15. Fire block stud spaces at soffits, floor and ceiling joist lines, at 10 ft vertically and horizontally, and at openings between attic spaces and chimney spaces for factory-built chimneys, and at any other locations not specifically mentioned which could afford passage for flames.

16. Provide hurricane ties on all rafters and trusses.

17. Where fire sprinklers are required by IRC regulations, Park City Ordinances, or property covenants, conditions or restrictions, all Townhouses as defined by the *International Residential Code* will be built to NFPA 13 or 13R. One- and two-family dwellings will be as follows:

18. Special inspection is required for field welding for all structural connections.

19. Steel lintels shall be shop coated with a rust inhibitive paint, except for lintels made of corrosion-resistant steel.

20. Support of masonry veneer by roof construction shall be per section.

Mechanical Notes:

1. All mechanical installations shall comply with the 2015 International Residential Code and 2015 International Fuel Gas Code.

2. Provide a comfort heating system capable of maintaining 68" F at a point 36 inches above the floor in all rooms. Generally equipment cannot be installed in sleeping rooms or bathrooms.

3. Provide combustion air for all fuel-burning appliances at a minimum rate of 1 sq inch per 3000 Btu/hour input. The one opening must be in the top 12 inches of the room. Show minimum 1 inch clearance around equipment at sides and rear of the appliance. Show minimum 6 inch clearance in front of the appliance.

4. Gas logs and each gas appliance shall have a shut-off valve within 6 feet of the appliance.

5. Fuel-burning appliances, including fireplaces, are not permitted to be installed in sleeping rooms, bathrooms, or toilet rooms unless the appliances are Direct Vent appliances. See IRC for more information and the list of exceptions. Note: All construction in Park City is "unusually tight construction".

6. Fuel-fired water heaters shall not be installed in a room used as a storage closet. Non-direct-vent water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that combustion air will not be taken from the living space.

7. Appliances having an ignition source shall be elevated such that the source of ignition is not less than 18 inches above the floor in garages. Rooms or spaces that are not part of the living space of a dwelling unit and that communicate with a private garage through openings shall be considered to be part of the garage.

8. Appliances located in a garage or carport shall be protected from impact by automobiles.

9. Submit layout plans, design calculations, and product specifications for the radiant heat system. No snow melt tubing or mesh is permitted in the public right-of-way without a separate permit from the City Engineer.

10. Insulate heating trunk and branch supply ducts in unfinished areas, crawl spaces, attics, unheated garages, etc.

11. Insulated heat ducts (supply-air) located in unconditioned spaces (attics & crawl spaces) are required to have a minimum R-value of R-11.

12. Vent the dryer to the outside. Maximum length of the duct with two 90-degree elbows is 15 feet. Provide makeup air to laundry room.

13. If gas pipe system is over 4 ounces pressure provide a gas piping schematic for the system. Clearly identify the operating pressure, type of piping material, size of the gas pipe, lengths of the piping runs, capacity of each appliance in Btu's/hour or cubic feet of gas per hour, identify the brand and location of each regulator, and venting of each regulator.

14. Room and areas requiring mechanical ventilation other than bathrooms provide an approved mechanical ventilation system capable of producing 0.35 air changes per hour.

15. Bathrooms requiring fans, provide mechanical ventilation system capable of producing 50 cfm for intermittent operation or 20 cfm for continuous operation. Ventilation air shall be exhausted directly to the outside.

16. Natural gas service lines shall be no less than 1 inch (25 mm) in diameter.

17. Range hoods that are capable of exhausting air to the outside in excess of 400 CFM require make up air.

18. Install all fuel burning equipment per Mechanical Code.

Fireplace Notes:

1. Masonry Fireplaces: Combustible material shall not be placed within 2 inches of fireplace smoke chamber or chimney walls. Combustible material shall not be placed within 6 inches of the fireplace opening. No such combustible material within 12 inches of the fireplace opening shall project more than 1/8" for each 1" distance from such an opening.
feet above grade, EXCEPT where chimney is constructed completely within the exterior walls of the building. Anchorage shall consist of two 3/16" x 1" steel straps embedded a minimum 12' into the chimney. Straps shall be hooked around the outer bars and extend 6"

2. Masonry Fireplaces: All masonry and concrete chimneys shall be anchored at each floor, ceiling line, or roof line more than 6 beyond the bend. Each strap shall be fastened to a minimum of four floor ceiling or floor joists or rafters with two ½-inch bolts.

3. Chimneys shall extend at least 2 feet higher than any portion of a building within 10 feet, but shall not be less than 3 feet above the point where the chimney passes through the roof.

4. Decorative shrouds shall not be installed at the termination of factory built chimneys except where the shrouds are listed and labeled for use with the specific chimney system and installed according to the manufacturer's instructions.

5. The listing for the fireplaces shown on the plans shall be provided at mechanical inspection.

Stairway/Handrailing/Guardrailing Notes:

All stairs,stairways, handrailings and guardrailings (guards) shall comply with 2015 IRC and Utah State amendments. Items 1 through 10 are not inclusive of all stairs, stairways, handrailing and guardrailing requirements.

1. Stairways shall not be less than 36 inches in clear width at all points above the permitted handrail height. Handrails shall not project more than 4.5 inches on either side.

2. The tops of handrails shall be placed between 34 inches and 38 inches above the nosing of the treads. They shall be continuous the full length of the stairs. Ends shall be returned or shall terminate in newel posts or safety terminals. The handgrip portion of handrails shall be not less than 1-1/4 inches nor more than 2-5/8 inches in cross-sectional dimension or the shape shall provide an equivalent gripping surface. Handrails projecting from a wall shall have a space of not less than 1.5 inches between the wall and the handrail.

3. All unenclosed floor and roof openings, open and glazed sides of landings and stairs, balconies and porches more than 30 inches above grade, and roofs used for other than service of the building shall be protected by a guard (aka "Guardrail"). Guards shall not be less than 36 inches in height. Open guards shall have intermediate rails or an ornamental pattern such that no sphere 4 inches in diameter can pass through.

4. The minimum headroom in all parts of a stairway shall not be less than 6'-8" measured vertically from the sloped plane adjoining the tread nosing or from the floor surface of the landing or platform.

5. Stairway risers shall not exceed 8 inches and tread shall not be less than 9 inches. State Amendment to the IRC. If open risers are provided, the openings shall be less than 4".

6. Stair tread nosing: The radius of curvature at the leading edge of the tread shall be no greater than 9/16 inch (914.3 mm). A nosing not less than ¾ inch (19 mm) but not more than 1 ¼ inches (32 mm) shall be provided on stairways with solid risers. The greatest nosing projection shall not exceed the smallest nosing projection by more than 3/8 inch (9.5 mm) between two stories, including the nosing at the level of floors and landings. Beveling of nosing shall not exceed ½ inch (12.7 mm). Risers shall be vertical or sloped from the underside of the leading edge of the tread above at an angle not more than 30 degrees (0.51 rad) from the vertical. Open risers are permitted, provided that the opening between treads does not permit the passage of a 4 inch (102 mm) diameter sphere. (Utah State amendment) Exceptions.

A. A nosing is not required where the tread depth is a minimum of 10 inches (254 mm).

B. The opening between adjacent treads is not limited on stairs with a total rise of 30 inches (762 mm) or less. Note: This means that concrete stairs, without nosings, must have a tread depth of 10 inches.

7. Landings shall have a minimum dimension measured in the direction of travel of 36 inches.

8. Show ½" gypsum board on walls and soffits under a stairway with enclosed accessible space.

9. Winder treads shall have a minimum tread depth of 10 inches (254 mm) measured as above at a point 12 inches (305 mm) from the side where the treads are narrower.Winder treads shall have a minimum tread depth of 6 inches (152 mm) at any point. Within any flight of stairs, the largest winder tread depth at the 12 inch (305 mm) walk line shall not exceed the smallest by more than 3/8 inch (9.5 mm).

10. Fire block stud spaces at soffits, floor and ceiling joist lines, at 10 ft vertically and horizontally, and at openings between attic spaces and chimney spaces for factory-built chimneys, and at any other locations not specifically mentioned which could afford passage for flames.

Foundation/Footing/Concrete Notes:

1. All footings to be a minimum of 40 inches below finish grade.

2. Provide concrete mix with a minimum compressive strength of 3,000 psi.

3. Top of foundation walls to be a minimum 6 inches above adjacent finish grade.

4. Provide a minimum ½" foundation anchor bolts embedded minimum 7 inches into the concrete or masonry. Show 3" by 3" by 1/4" square plate washers for each bolt, this will require a round cut washer between square washer and nut. Specify type, size and spacing of other bolts or alternate plate fastening methods.

5. Concrete floor slabs, except those in unheated accessory structures, shall have a vapor retarder consisting of a 6 mil (.006 inch) polyethylene or approved vapor retarder with joints lapped not less than 6 inches placed between the concrete floor slab and the base course or the prepared sub-grade where no base course exists.

6. All foundations require a perimeter foundation drain, drained to an approved location. Provide filter fabric membrane at drainage system around foundation.

7. Slab-on-grade floors with a floor surface less than 12 inches below grade shall be insulated, R10 @ 4 feet or R15 @ 4 feet for heated slabs. Place a thermo break between the slab and foundation wall.

8. For foundations rebar inspections for foundation walls over 8 feet high, forms are not to be installed on one side until after the rebar has been inspected and approved.

9. A "Concrete-Encased Grounding Electrode (Ufer)" is required in the foundation and footing and is required to be inspected.

10. Excavations with excavated banks over 4' high and excavations that create a cut slope that exceeds 2:1 slope (two horizontal to one vertical), such excavations require a soils report to address how the steep banks will be retained during the installation of the footings and foundation.

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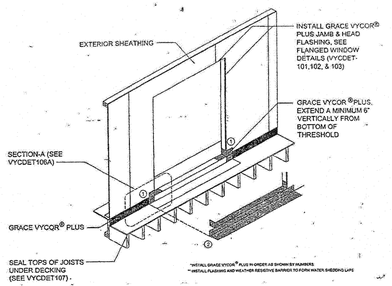

8 DOOR AT DECK FLASHING

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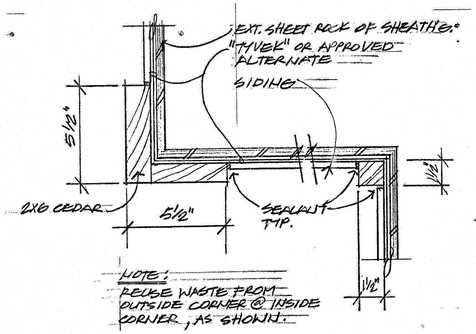

4 SIDING DETAIL

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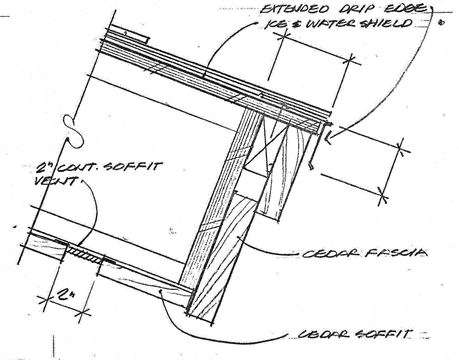

1 EAVE DETAIL

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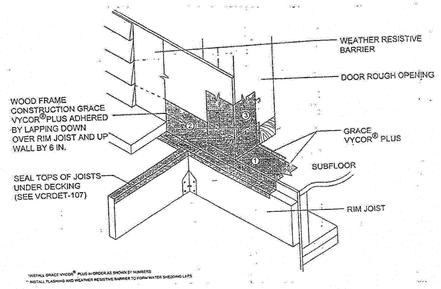

9 DETAIL

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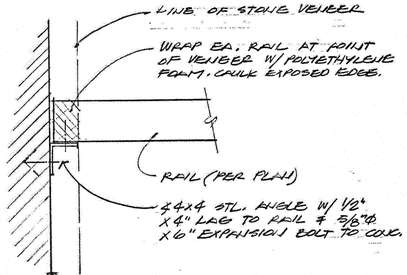
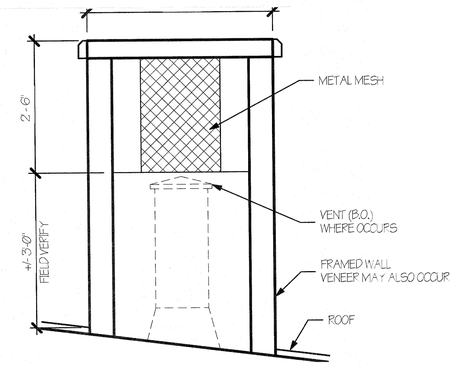
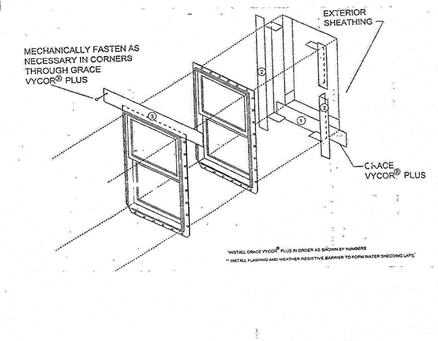


5 WOOD RAIL TO CONC.

SCALE: NONE & SEE STRUCTHEAL DET



② C-CHIMNEY DETAIL
3/4" = 1'-0"



10 WINDOW FLASHING DETAIL

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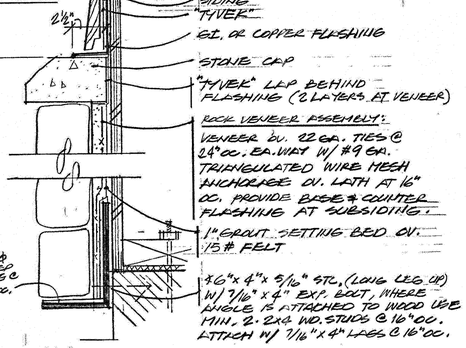

6 STONE VENEER / WD. FRAMING

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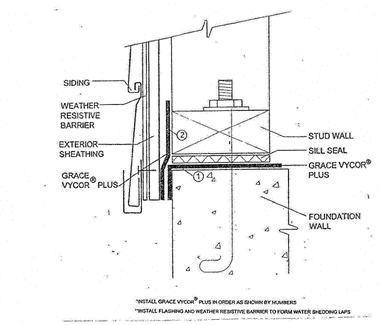

11 SILL DETAIL

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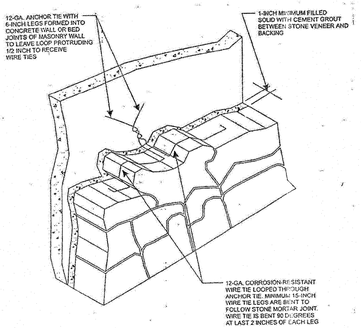

7 STONE VENEER / CONC.

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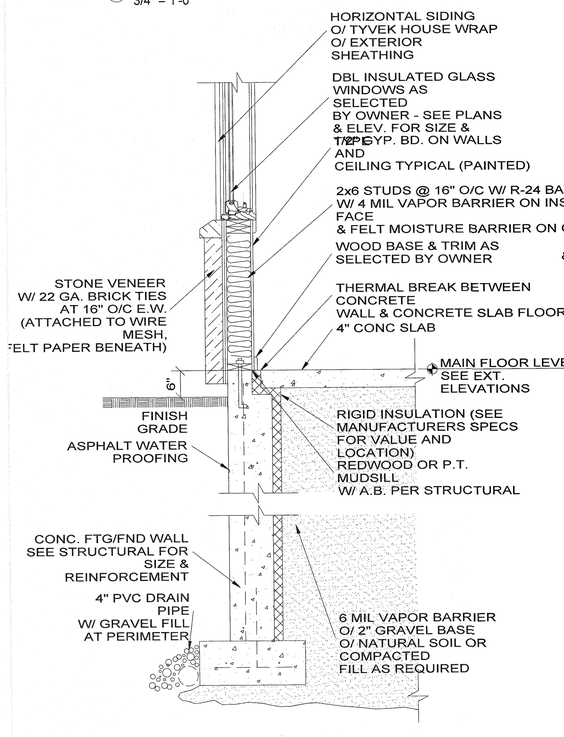
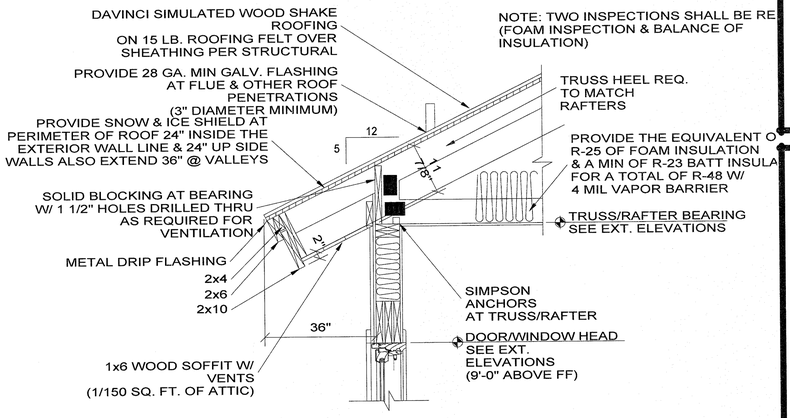
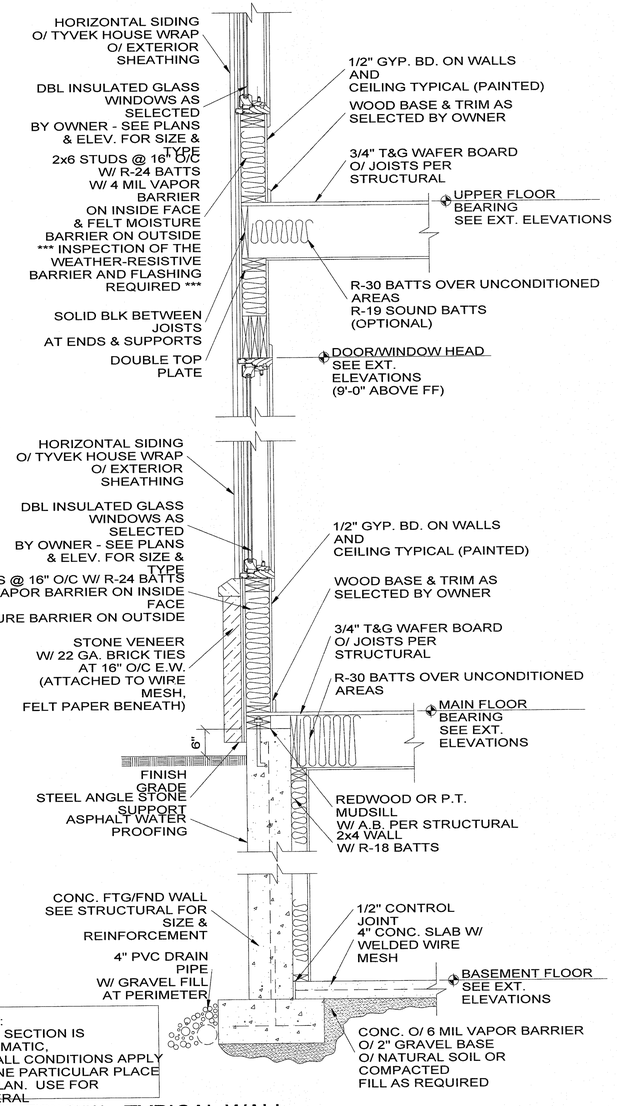


① W- TYPICAL WALL SECTION
3/4" = 1'-0"





TYPICAL WALL

SCALE: NONE

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6/8/19

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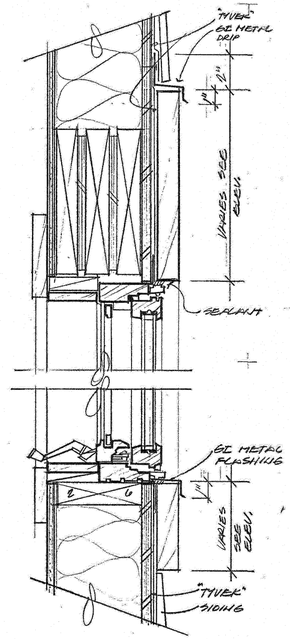

2 WINDOW SECTION
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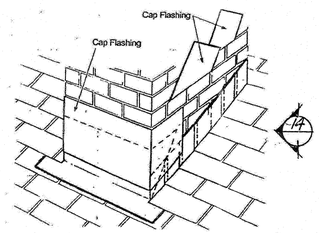
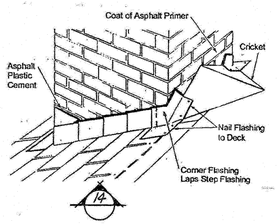


12 CHIMNEY FLASHING
SCALE: NONE



13 CHIMNEY CRICKET FLASHING
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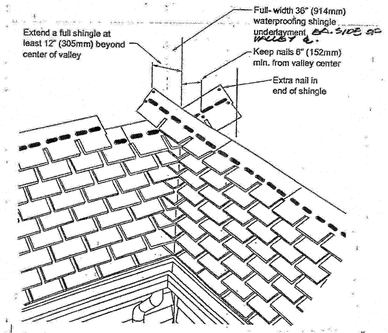
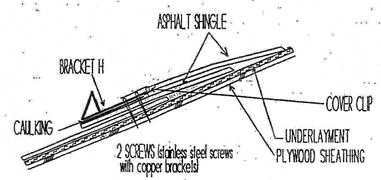


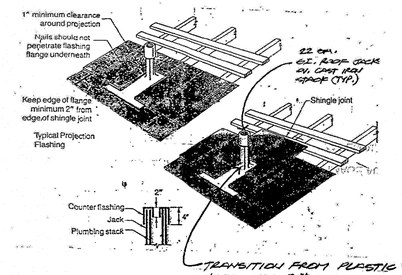
8 WOVEN VALLEY
SCALE: NONE

Bracket H is used on: Asphalt shingle, metal panel & standing seam metal roofs

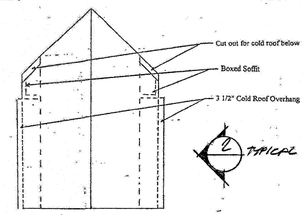


NOTE: PLACE BRACKET SO THAT EXPOSURE IS 5.5 INCHES. DRILL HOLES THROUGH ROOFING AND SHEATHING THROUGH EXISTING HOLES IN BRACKET. REMOVE BRACKET. INSTALL CAULKING IN HOLES AND LENGTH OF BRACKET. PLACE BRACKET AND SCREW THROUGH HOLES AND CAULKING. SLIP ON CLIP.

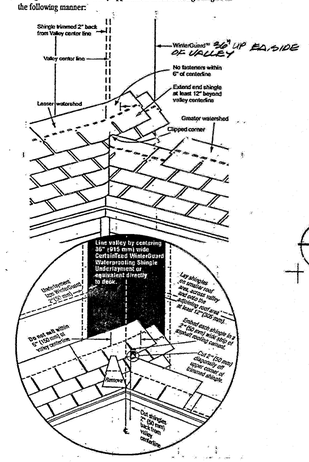
9 SNOW BRACKET
SCALE: NONE



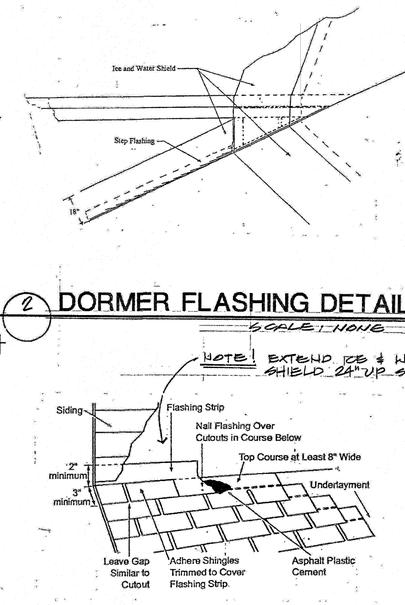
5 PLUMBING VENT PENETRATION DETAIL
SCALE: NONE



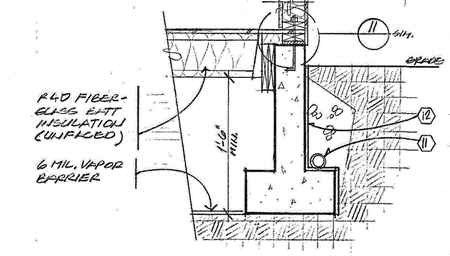
1 DORMER ROOF
SCALE: NONE



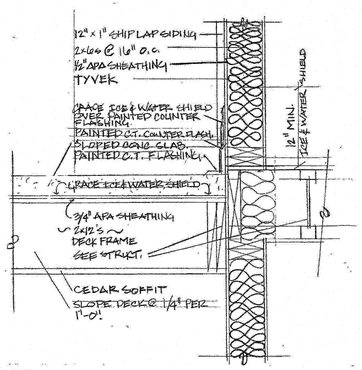
6 CLOSED CUT VALLEY DETAIL
SCALE: NONE



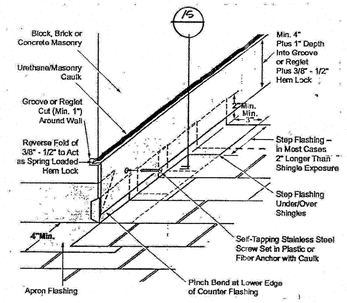
2 DORMER FLASHING DETAIL
SCALE: NONE



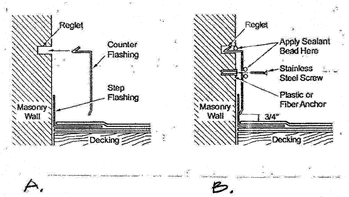
17 CRAWL SPACE DETAIL
SCALE: 3/4"=1'-0"



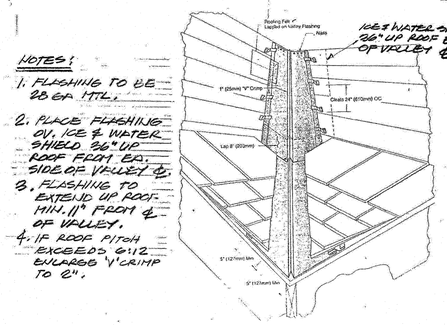
16 WATERPROOF DECK DETAIL



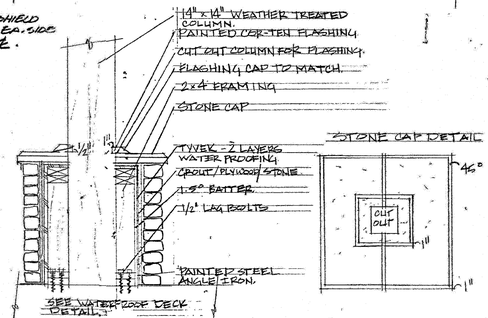
15 FLASHING DETAIL
SCALE: NONE



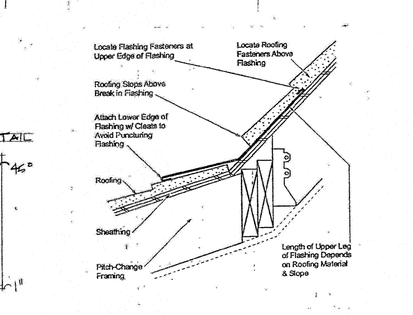
14 FLASHING DETAIL
SCALE: NONE



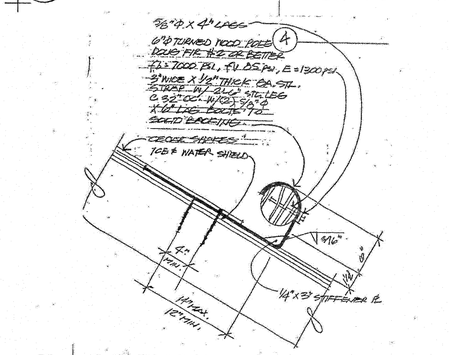
10 LOG SNOW BRAKE DETAIL
SCALE: NONE



7 WATERPROOF MASONARY COLUMN DETAIL
SCALE:



3 ROOF/WALL FLASHING DETAIL
SCALE: NONE



11 OPEN VALLEY DETAIL
SCALE: NONE

4 ROOF PITCH TRANSITION DETAIL
SCALE: NONE

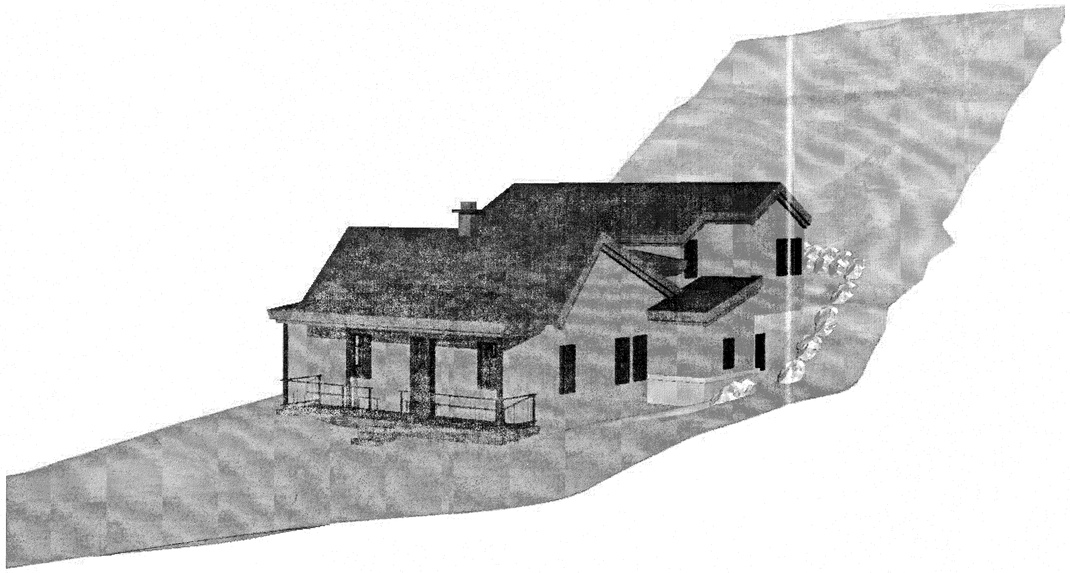
STATE OF UTAH
RICHARD SCOTT OTTO
124007
LICENSED ARCHITECT
6/18/18

OTTO WALKER architects
2200 Park Ave., Suite c201, Park City, Utah 84060 (435)649-6373

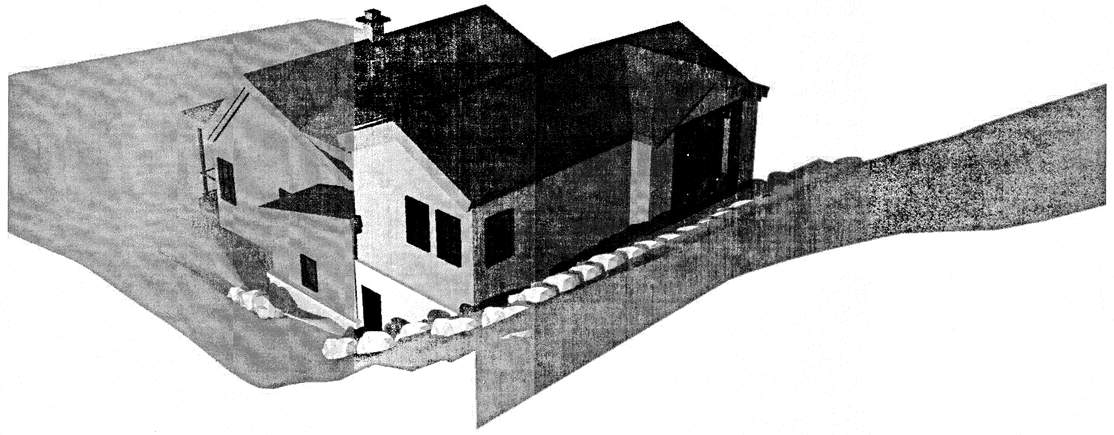
Project:
THE HENRY RESIDENCE
269 DALY AVE

Date: JUNE 4 2018
Revisions:

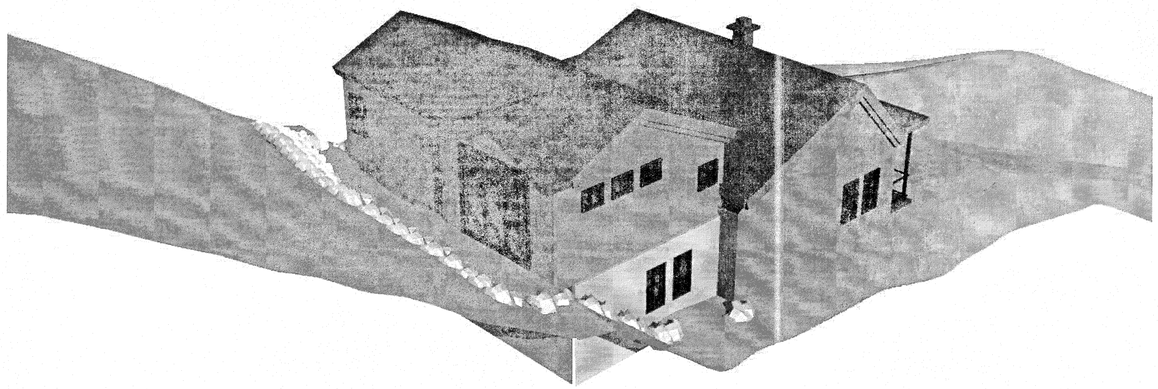
Sheet No:
A-10



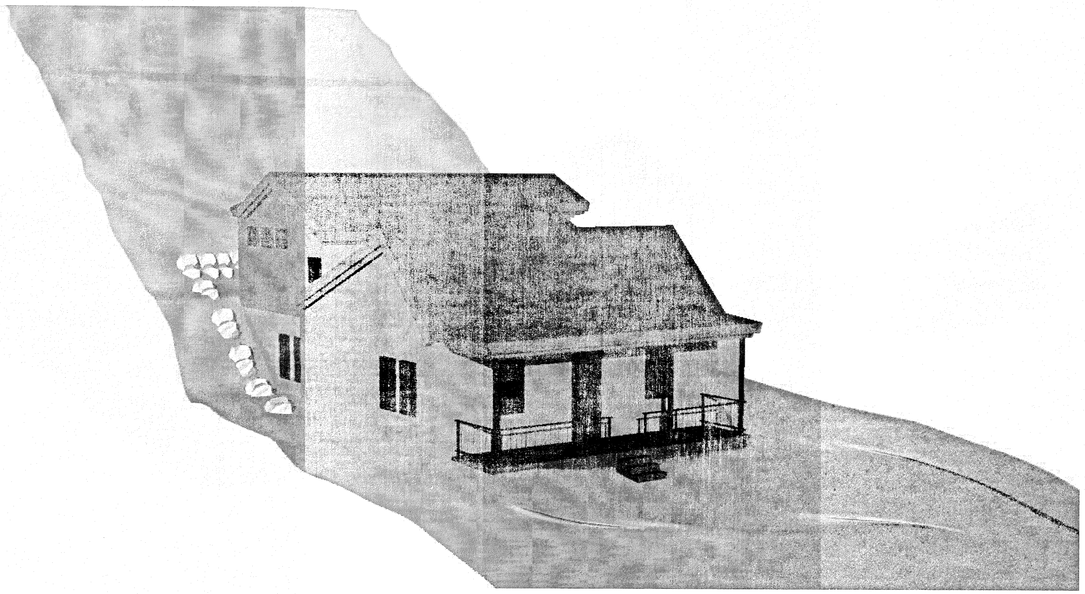
SOUTHWEST PERSPECTIVE



SOUTHEAST PERSPECTIVE



NORTHEAST PERSPECTIVE



NORTHWEST PERSPECTIVE

STATE OF UTAH
RICHARD SCOTT OTTO
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9.13.19

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2200 Park Ave., Suite c201, Park City, Utah 84060 (435)649-6373

Project:
The Henry Residence
269 Daly Avenue Park City, Utah
Perspective Views

Date: Issue Date
Revisions:

Sheet No:
A11

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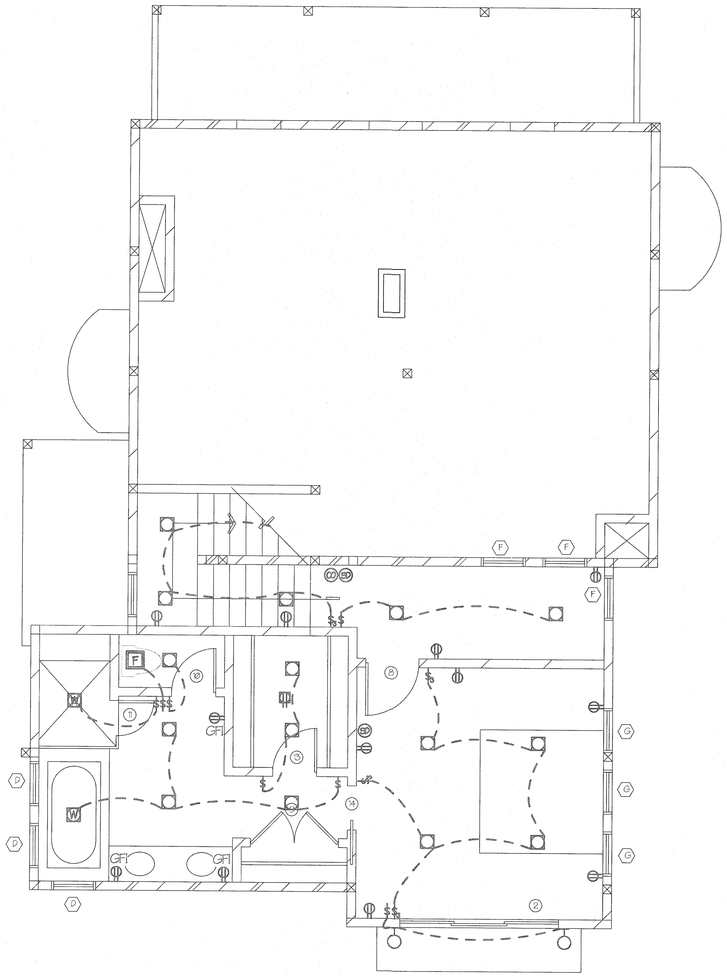
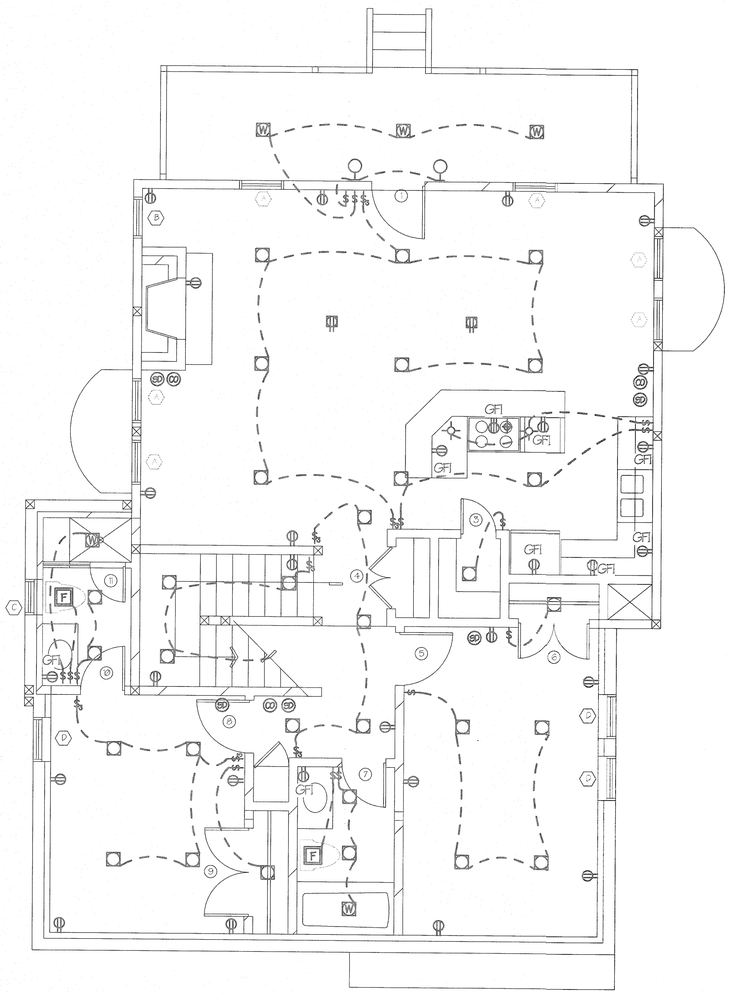


1 Upper Level Electrical Plan
1/4" = 1'-0"



2 Main Level Electrical Plan
1/4" = 1'-0"

SYMBOL LEGEND

- SURFACE MOUNT LIGHT FIXTURE
- HANGING CHANDELIER LIGHT FIXTURE
- PENDANT LIGHT FIXTURE
- RECESSED INCANDESCENT LIGHT FIXTURE
- SLOPED RECESSED INCDNT LIGHT FIXTURE
- RECESSED INCDNT LIGHT - SEALED LENSE/ WET
- RECESSED INCDNT LIGHT FIXTURE - WALL WASH
- CEILING FAN WITH LIGHTS
- JUNCTION BOX FOR LIGHT FIXTURE
- FLUORESCENT LIGHT FIXTURE
- FLUORESCENT UNDER CABINET LIGHT FIXTURE
- WALL MOUNTED INCANDESCENT LIGHT FIXTURE
- WALL MOUNTED EXTERIOR FLOOD LIGHT FIXTURE (LIGHTS TO BE DOWNWARD FACING)
- LARGE OUTDOOR SCONCE H x W x PROJ. 00-0000-00-0000
- MEDIUM OUTDOOR SCONCE H x W x PROJ. 00-0000-00-0000
- RECESSED IN WALL INCANDESCENT LIGHT
- CEILING EXHAUST FAN (VENT TO EXTERIOR)
- 110 VOLT DUPLEX OUTLET
- 110 VOLT FOURPLEX OUTLET
- 1/2 SWITCHED DUPLEX OUTLET
- RECESSED FLOOR DUPLEX OUTLET
- GFI GROUND FAULT CIRCUIT INTERRUPTER
- AFCI ARC FAULT CIRCUIT INTERRUPTER
- WP WATERPROOF OUTLET (G.F.I. PROTECTED)
- 220 VOLT OUTLET
- NATURAL GAS FUEL VALVE
- TELEPHONE JACK
- CATEGORY 5 JACK
- TELEVISION JACK
- SWITCH LOCATION
- MULTIPLE SWITCH LOCATIONS
- DIMMER SWITCH LOCATION
- SMOKE DETECTOR
- CARBON MONOXIDE DETECTOR
- CIRCUIT BREAKER BOX
- CENTRAL MUSIC SYSTEM CONTROL
- SPEAKER LOCATION
- CENTRAL VACUUM OUTLET
- HEAT LAMP FIXTURE
- FIRE EXTINGUISHER

ARC-FAULT PROTECTION

ALL BRANCH CIRCUITS THAT SUPPLY 120-VOLT, SINGLE PHASE, 15 AND 20 AMPERE OUTLETS INSTALLED IN KITCHENS, BEDROOMS AND LAUNDRY ROOMS SHALL BE AFCI PROTECTED.

DISHWASHER OUTLETS

DISHWASHER OUTLETS SHALL BE GFCI PROTECTED. IF THE DISHWASHER WILL BE HARDWIRED THEN GDCI PROTECTION IS STILL REQUIRED AND A DISCONNECTING MEANS IN COMPLIANCE WITH TABLE E4101.5 WILL NEED TO BE SHOWN.

GROUNDING ELECTRODE SYSTEM

PROVIDE A U-FER GROUNDING ELECTRODE SYSTEM CONSISTING OF ONE OF THE FOLLOWING: CONCRETE-ENCASED ELECTRODE OR GROUND RINGS OR METAL UNDERGROUND WATER PIPE.

LAUNDRY RECEPTACLES

ALL 125-VOLT, SINGLE PHASE, 15 AND 20 AMPERE RECEPTACLES INSTALLED IN LAUNDRY AREAS SHALL HAVE GFCI PROTECTION.

NATURAL GAS

NATURAL GAS SERVICE LINES SHALL BE NO LESS THAN 1 INCH (25MM) IN DIAMETER.

SMOKE DETECTORS

SMOKE DETECTORS SHALL BE INSTALLED ACCORDING TO REQUIREMENTS IN THE 2015 INTERNATIONAL RESIDENTIAL CODE.
ALL SMOKE DETECTORS SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRING AND SHALL BE EQUIPPED WITH A BATTERY BACKUP.
A SMOKE DETECTOR IS REQUIRED IN ALL BEDROOMS AND OTHER ROOMS USED FOR SLEEPING PURPOSES.
A SMOKE DETECTOR IS REQUIRED IN THE ACCESS AREA (HALLWAY) TO ALL BEDROOMS.
A SMOKE DETECTOR IS REQUIRED ON THE CEILING AT THE STAIRWAY LEADING TO UPPER LEVEL BEDROOMS.
A SMOKE DETECTOR IS REQUIRED ON ALL LEVELS (BASEMENT INCLUDED) WIRED TO AN ALARM IN THE BEDROOM AREA(S).

OUTDOOR LIGHTING

ANY OUTDOOR LIGHT USED TO ILLUMINATE GARAGES, PATIOS, PARKING AREAS, OR FOR ANY OTHER PURPOSE SHALL BE ARRANGED SO AS TO LIMIT AND DIRECT LIGHT AWAY FROM ADJACENT DWELLINGS AND AWAY FROM THE VISION OF PASSING MOTORISTS.

GARAGE OUTLETS

ALL ELECTRICAL OUTLETS TO BE 18" MIN ABOVE GARAGE FLOOR. THE BRANCH CIRCUIT SUPPLYING THE RECEPTACLES IN A GARAGE SHALL NOT SUPPLY OUTLETS OUTSIDE OF THE GARAGE.

CARBON MONOXIDE DETECTORS

PROVIDE ALL HABITABLE LEVELS OF THE DWELLING WITH CARBON MONOXIDE DETECTORS. CO DETECTORS TO BE INTERCONNECTED WITH SMOKE DETECTORS AND HARD WIRED WITH BATTERY BACKUP. WHERE A FUEL BURNING APPLIANCE IS LOCATED WITHIN A BEDROOM OR IT'S ATTACHED BATHROOM A CARBON MONOXIDE ALARM SHALL BE INSTALLED WITHIN THE BEDROOM.

HENRY RESIDENCE

Exterior lighting worksheet

TYPE	COUNT	LUMENS PER	TOTAL LUMENS
wall sconces	4	600	2400
flat cans	3	390	1170
			3570

Cans to all use SORAA LED Bulb SM16GA-07-10D-927-03

CCT (K)	2700
Beam Angle	10
Total Lumens	390

STATE OF UTAH
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LICENSED ARCHITECT
9.18.19

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Project:
The Henry Residence
269 Daly Avenue Park City, Utah
Electrical Plans

Date: Issue Date
Revisions:

Sheet No:
E1

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GENERAL STRUCTURAL NOTES:

I. GENERAL:

A. THE STRUCTURAL DRAWINGS SHOW THE COMPLETED PROJECT. DETAILS, SECTIONS, AND NOTES SHOWN ON THE DRAWINGS SHALL BE TYPICAL AND APPLY TO SIMILAR SITUATIONS ELSEWHERE UNLESS NOTED OR SHOWN OTHERWISE.

B. CONTRACTOR SHALL COMPARE ALL DIMENSIONS AND CONDITIONS ON CONTRACT DOCUMENTS AND AT THE SITE. ANY OMISSION OR CONFLICT SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER. IN CASE OF ANY CONFLICT FOLLOW THE MOST STRINGENT REQUIREMENT AS DIRECTED BY ARCHITECT/ENGINEER.

C. SEE THE ARCHITECTURAL DRAWINGS FOR DOORS, WINDOWS, NON-BEARING INTERIOR AND EXTERIOR WALLS, RECESSES, DEPRESSIONS, ETC.

D. CONTRACTOR SHALL PROVIDE ADEQUATE TEMPORARY BRACING FOR ALL PORTIONS OF THE BUILDING UNTIL THE ENTIRE STRUCTURE OF THE BUILDING IS COMPLETE.

E. OBSERVATION VISITS TO THE SITE BY STRUCTURAL ENGINEER'S FIELD REPRESENTATIVES SHALL NOT BE CONSTRUED AS INSPECTION OR APPROVAL OF CONSTRUCTION.

F. ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL AND SIGNATURE OF A STRUCTURAL ENGINEER REGISTERED IN UTAH.

II. DESIGN CRITERIA:

A. BUILDING CODE: 2018 INTERNATIONAL BUILDING CODE (IBC) W/ AMENDMENTS

B. LOADINGS:

1. ROOF SNOW LOAD = 115 PSF + SNOW DRIFT PER IBC
2. TYPICAL FLOOR LIVE LOAD = 40 PSF
3. WIND LOAD - 115 MPH ZONE - EXPOSURE C
4. SEISMIC DESIGN DATA: SDC-D2, S_S=0.38,S1=0.30D,I=1,R=6.5, Fa=1.0, WOOD SHEAR WALL SYSTEM, V=0.102, IRREGULARITY=1.0, SITE CLASS: D, SIMPLIFIED LATERAL FORCE PROCEDURE

C. FOUNDATION:

1. ALL EXTERIOR FOOTINGS ARE TO BE FOUNDED AT NOT LESS THAN 40" BELOW LOWEST ADJACENT FINISH FLOOR OR FINISH GRADE ONTO UNDISTURBED EXISTING SUBSOILS HAVING A MINIMUM NET BEARING CAPACITY OF 1500 PSF. ALL INTERIOR FOOTINGS ARE TO BE FOUNDED AT NOT LESS THAN 1'-3" BELOW LOWEST ADJACENT FINISH FLOOR ONTO SUBSOILS.

III. CONCRETE:

A. ALL MATERIALS SHALL COMPLY WITH ACI 318 AND ACI 347 PUBLICATIONS AND APPLICABLE ASTM PUBLICATIONS.

B. CONCRETE MATERIAL PROPERTIES: 28-DAY COMPRESSIVE STRENGTHS ARE TO BE 3000 PSI TYPICAL UNLESS NOTED OTHERWISE. DESIGN BASED ON 2500 PSI.
W/C RATIO: MAX. 0.55.
EXPOSURE CATEGORIES AND CLASSES OF THE CONCRETE: F1

C. CAST IN PLACE CONCRETE:

1. SPACING OF CONSTRUCTION JOINTS OR CONTROL JOINTS IN WALLS EXPOSED TO VIEW SHALL NOT EXCEED 40 FEET UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS.
2. PROVIDE EXTRA REINFORCING AROUND ALL OPENINGS EXCEEDING 24 INCHES SQUARE OR ROUND IN ALL SLABS AND WALLS EQUAL TO TWO #5 BARS ON FOUR SIDES AND EXTEND TWO FEET BEYOND THE OPENING.
3. PROVIDE A 3/4" CHAMFER ON ALL EXPOSED CORNERS OF CONCRETE UNLESS NOTED OTHERWISE.
4. PROVIDE CLASS B LAP SPLICES FOR ALL REINFORCING UNLESS NOTED OTHERWISE.
5. PROVIDE ISOLATION JOINTS AROUND ALL COLUMNS AT ALL EXPOSED SLAB ON GRADE AREAS.
6. EXPOSURE CATEGORIES AND CLASS OF CONCRETE: F2

IV. REINFORCING STEEL:

A. ALL BARS #4 AND LARGER TO BE ASTM A 615, GRADE 60. ALL #2 AND #3 BARS TO BE ASTM A 615, GRADE 40. DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH ACI-318, LATEST ADOPTION.

B. ALL REINFORCING STEEL SHALL BE BENT, DETAILED AND CHAIRED AS PER "ACI MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCING CONCRETE STRUCTURES".

C. WELDED WIRE FABRIC TO BE IN ACCORDANCE WITH ASTM A 185.

D. ALL BARS INDICATED ON THE PLANS TO BE WELDED SHALL CONFORM TO ASTM A706 (GRADE 60).

E. CONCRETE COVER REQUIREMENTS FOR DEFORMED BAR REINFORCING STEEL SHALL COMPLY WITH ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCING CONCRETE".

1. CAST-IN-PLACE CONCRETE:
   a) CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3"
   b) FORMED CONCRETE EXPOSED TO EARTH OR WEATHER:
      #6 BARS AND LARGER: 2"
      #5 BARS AND SMALLER: 1-1/2"
   c) CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:
      SLABS, WALLS JOISTS: #11 BARS OR SMALLER: 3/4"
      BEAMS, COLUMNS: PRIMARY REINFORCING, TIES, STIRRUPS, SPIRALS: 1-1/2"

F. DETAILING: SUBMIT PLACING DRAWINGS PER ACI DETAILING MANUAL, ACI SP-66. FABRICATE ONLY AFTER REVIEW AND APPROVAL. REINFORCING BARS SHALL NOT BE WELDED UNLESS SPECIFICALLY SHOWN ON DRAWINGS.

1. LAP SPLICE LENGTHS SHALL BE AS FOLLOWS:
   30 BAR DIAMETER FOR #3 AND #4 BARS
   40 BAR DIAMETER FOR #5 THROUGH #8 BARS
   DO NOT SPLICE STIRRUPS AND TIES
   DO NOT SPLICE VERTICAL BARS IN RETAINING WALLS UNLESS SPECIFICALLY SHOWN.
2. ALL EMBEDMENTS AND DOWELS SHALL BE SECURELY TIED TO FORMWORK OR TO ADJACENT REINFORCING PRIOR TO THE PLACEMENT OF CONCRETE.

V. STRUCTURAL AND MISCELLANEOUS STEEL:

A. MATERIAL PROPERTIES:

1. ALL SHAPES, PLATES, ANGLES, AND CHANNELS TO BE ASTM A-36 UNLESS NOTED OTHERWISE.
2. ALL WF SHAPES WEIGHING 84 POUNDS PER LINEAR FOOT OR LESS TO BE ASTM A 992, GRADE 50. ALL WF SHAPES WEIGHING MORE THAN 84 POUNDS PER LINEAR FOOT TO BE ASTM A 992, GRADE 36.
3. SQUARE OR RECTANGULAR TUBES TO BE ASTM A 500, GRADE B, F_y = 46 KSI.
4. ALL STEEL TO BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS, LATEST ADOPTION.

B. WELDING:

1. FOR STRUCTURAL STEEL TO BE IN ACCORDANCE WITH A.W.S. REQUIREMENTS FOR E70XX ELECTRODES.

C. BOLTS:

1. ALL BOLTS TO BE 3/4" DIAMETER ASTM A 325-N UNLESS NOTED OTHERWISE.
2. BOLTS, NUTS AND WASHERS SHALL NOT BE REUSED.
3. ANCHOR BOLTS SHALL BE ASTM A 307 OR A 36.

VI. WOOD:

A. DIMENSIONAL LUMBER: ALL TO BE GRADE STAMPED PER W.C.L.B. RULES.

1. ALL JOISTS, BEAMS, PLATES, HEADERS AND OTHER LUMBER TO BE D.F.IR/LARCH #2 UNLESS OTHERWISE NOTED.
2. 2 X 4 SUB-PURLINS TO BE D.F.IR/LARCH NO.1.
3. 2X 6 SUB-PURLINS TO BE D.F.IR/LARCH NO.1.
4. PURLINS TO BE D.F.IR DENSE #1.
5. 4X AND 6X POSTS TO BE D.F.IR/LARCH NO.1.
6. WALL STUDS TO BE D.F.IR/LARCH #2 GRADE OR BETTER.

B. WOOD DECKING: FLOOR DECKING SHALL BE COMMERCIAL 2 X 6 (NOMINAL TONGUE AND GROOVE DECKING, HEM-FIR OR BETTER WITH A REPETITIVE Fb OF 1450 PSI MINIMUM.

C. GLU-LAMS, LVLS AND DFS:

1. TO BE GRADE STAMPED PER A.I.T.C., D.FIR/LARCH COMBINATION 24F-V8 FOR CONTINUOUS SPANS AND D.FIR/LARCH COMBINATION 24F-V4 FOR SIMPLE SPANS. GLUED WITH WATERPROOF GLUE.

   THE STRESSES OF THE MATERIAL ARE AS FOLLOWED:

   GLB-EWS 24F-V4 EOT. Fb=2400 PSI, Fv=265PSI, E=1800KSI.
   GLB-EWS 24F-V8 T4B Fb=2400 PSI, Fv=265PSI, E=1800KSI.
   LVLS Fb=2600 PSI, Fv=285PSI, E=1900KSI.
   PARALLAM Fb=2900 PSI, Fv=290PSI, E=2000KSI.
   DF#1 Fb=1100 PSI, Fv=180PSI, E=1700KSI.
   DF#2 Fb=850 PSI, Fv=180PSI, E=1600KSI.

D. PLYWOOD:

1. ROOF SHEATHING TO BE STD 5/8" OSB OR C-D WITH EXTERIOR GLUE, IDENTIFICATION INDEX 40/20 FOR JOISTS/TRUSSES @ 16" O.C. OR 48/24 FOR JOISTS/TRUSSES @ 24" O.C. NAIL WITH 10d GLUE, IDENTIFICATION INDEX 40/20. NAIL WITH 10d NAILS AT 6" O.C. AT ALL EDGE SUPPORTS AND WITH 10d NAILS AT 12" O.C. AT ALL INTERMEDIATE SUPPORTS UNLESS NOTED OTHERWISE.
2. FLOOR SHEATHING TO BE STD 3/4" OSB OR C-C T&G WITH EXTERIOR GLUE, IDENTIFICATION INDEX 40/20. NAIL WITH 8d NAILS AT 6" O.C. AT ALL EDGE SUPPORTS AND WITH 8d NAILS AT 12" O.C. AT ALL INTERMEDIATE SUPPORTS UNLESS NOTED OTHERWISE.
3. EXTERIOR WALLS TO BE STD 7/16" OSB OR 1/2" C-C WITH EXTERIOR GLUE. NAIL WITH 10d NAILS AT 6" O.C. AT ALL EDGE SUPPORTS AND WITH 10d NAILS AT 12" O.C. AT ALL INTERMEDIATE SUPPORTS UNLESS NOTED OTHERWISE. SEE SHEAR WALL SCHEDULE FOR SHEAR WALL SHEATHING AND NAILING.

E. PLYWOOD WEB I JOISTS:

1. TO BE DESIGNED, DETAILED AND FABRICATED BY TRUS-JOIST AND HAVE THE APPROVAL OF ICBO.
2. JOISTS ARE TO BE DESIGNED FOR THE LIVE LOADS LISTED ABOVE AND FOR A SUPERIMPOSED DEAD LOAD OF NOT LESS THAN 15 PSF.
3. DESIGN JOISTS FOR TWICE THE WEIGHT OF MECHANICAL UNITS INDICATED ON THE PLANS IN ACCORDANCE WITH AMERICAN INSTITUTE OF TIMBER CONSTRUCTION TECHNICAL NOTE #3. REVIEW ARCHITECTURAL AND MECHANICAL DRAWINGS FOR ADDITIONAL UNITS REQUIRED.

F. SPECIAL TREATMENTS (AMERICAN WOOD PRESERVERS INSTITUTE STANDARDS):

1. ALL WOOD IN CONTACT WITH CONCRETE, MASONRY OR SOIL: PRESSURE TREAT WITH WOLMAN CCA PRESERVATIVE OR EQUAL AS APPROVED BY THE ARCHITECT.
2. FIRE RETARDANT: PRESSURE TREAT WITH DRICON OR EQUAL AS APPROVED THE ARCHITECT.

G. WOOD NAILING SCHEDULE:

1. JOIST TO SILL OR GIRDER, TOENAIL 3-8d
2. BRIDGING TO JOIST, TOENAIL EACH END 2-8d
3. 1"X6" SUBFLOOR OR LESS TO EACH JOIST FACE NAIL 2-8d
4. WIDER THAN 1"X6" SUBFLOOR TO EACH JOIST, FACE NAIL 3-8d
5. SUBFLOOR TO JOIST OR GIRDER, BLIND AND FACE NAIL 2-16d
6. SOLE PLATE TO JOIST OR BLOCKING, FACE NAIL 2-16d
7. TOP PLATE TO STUD, END NAIL 2-16d
8. STUD TO SOLE PLATE TOENAIL 4-8d OR FACE NAIL 2-16d
9. DOUBLE STUDS, FACE NAIL 16d @ 24" o.c.
10. DOUBLED TOP PLATES, FACE NAIL 16d @ 16" O.C.
11. TOP PLATES, LAPS AND INTERSECTIONS, FACE NAIL 2-16d
12. CONTINUOUS HEADER, 2 PIECES 16d @ 16"O.C. ALONG 2 EDGES
13. CEILING JOISTS TO PLATE, TOENAIL 3-8d
14. CONTINUOUS HEADER TO STUD, TOENAIL 4-8d
15. CEILING JOIST, LAPS OVER PARTITIONS FACE NAIL 3-16d
16. CEILING JOIST TO PARALLEL RAFTERS FACE NAIL 3-16d
17. RAFTER TO PLATE, TOENAIL 4-8d
18. BRACE TO EACH STUD AND PLATE, FACE NAIL 2-8d
19. 1"X8" SHEATHING OR LESS TO EACH BEARING, FACE NAIL 2-8d
20. WIDER THAN 1"X8" SHEATHING TO EACH BEARING, FACE NAIL 3-8d
21. BUILT UP CORNER STUDS 16d @ 24" O.C.
22. BUILT-UP GIRDERS AND BEAMS 20d @ 32"O.C. AT TOP AND BOTTOM AND STAGGERED 2-20d AT EACH END & SPLICE
23. PLANKS 2-16d AT EACH BEARING

VII. MISCELLANEOUS:

A. GYPSUM WALLBOARD: FOR SHEAR WALLS TO BE STANDARD 1/2" GYPSUM WALLBOARD. NAIL WITH 5D COOLER NAILS AT 7" O.C. TO ALL STUDS, TOP AND BOTTOM PLATES AND BLOCKING.

B. STUCCO: FOR SHEAR WALLS TO BE STANDARD 7/8" PORTLAND CEMENT PLASTER ON EXPANDED METAL OR WOVEN WIRE LATH. NAIL WITH NO.11 GAGE, 1 1/2" LONG, 7/16" HEAD NAILS OR NO.16 GAGE STAPLES WITH 7/8" LONG LEGS AT 6" O.C. TO ALL STUDS, TOP AND BOTTOM PLATES AND BLOCKING.

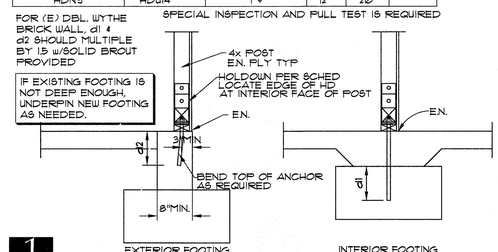
VIII. SPECIAL INSPECTION: SPECIAL INSPECTION IS REQUIRED IN ACCORDANCE WITH IBC SECTION 1704.

A. EPOXY BOLTS IN TENSION IF APPLY.
B. FIELD WELDING AND STEEL MOMENT CONNECTION.

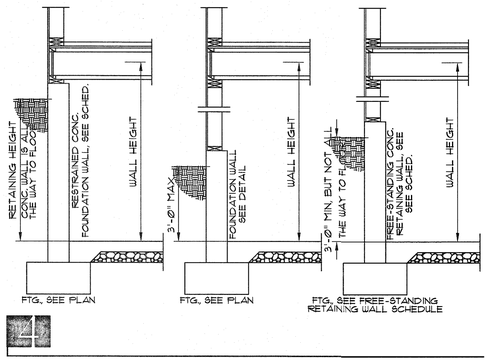
IX. BRICK AND/OR STONE VENEER NOTES:

1. TO WOOD STUD WALLS: VENEER SHALL BE ATTACHED TO THE WOOD STUDS WITH A 1" MINIMUM WIDE X 22 GAUGE, GALVANIZED, CORRUGATED BRICK TIE SPACED AT A MAXIMUM OF 16" O.C. IN BOTH VERTICAL AND HORIZONTAL DIRECTIONS. ANCHOR TIES SHALL EXTEND TO A NO. 9 GAUGE HORIZONTAL JOINT REINFORCEMENT WIRE IN THE VENEER WHICH SHALL BE CONTINUOUS AND SHALL BE PLACED AT 16" O.C. MAXIMUM AT THE CENTER OF THE VENEER. CORRUGATED METAL TIES SHALL FORM A 180-DEGREE HOOK AROUND THE NO. 9 GAUGE WIRE USED AS HORIZONTAL JOINT REINFORCEMENT IN THE VENEER. SPOT BEDDING AT THE CORRUGATED TIES SHALL BE OF CEMENT MORTAR ENTIRELY SURROUNDING THE TIES. ATTACH TIES TO STUDS WITH A MINIMUM #10 X 1 1/2" WOOD SCREW.
2. TO CONCRETE WALLS: 22 GAUGE GALVANIZED DOVETAIL SLOTS SHALL BE INSTALLED VERTICALLY IN CONCRETE AT 16" O.C. VENEER SHALL BE ATTACHED TO THE CONCRETE WITH 1" X 22 GAUGE, CORRUGATED, GALVANIZED DOVETAIL BRICK ANCHORS OR 3/16" DIAMETER GALVANIZED DOVETAIL TRIANGLE WIRES SPACED AT A MAXIMUM OF 16" O.C. IN BOTH VERTICAL AND HORIZONTAL DIRECTIONS. ANCHOR TIES SHALL EXTEND TO A NO. 9 GAUGE HORIZONTAL JOINT REINFORCEMENT WIRE IN THE VENEER WHICH SHALL BE CONTINUOUS AND SHALL BE PLACED AT 16" O.C. MAXIMUM AT THE CENTER OF THE VENEER.
3. OTHER METHODS OF ATTACHMENT MAY BE USED AFTER WRITTEN ACCEPTANCE BY THE ARCHITECT AND STRUCTURAL ENGINEER.
4. IF THE VENEER WALL IS SUPPORTED BY STEEL ANGLE HIGHER THAN 12'-8", INSTALL ANOTHER L ANGLE(MIN. L4x4x1/4) w/5/8"ϕ THRU. BOLTS TO 2x12 IN-WALL BLKG.(A35 TO BE INSTALLED FOR 2x12 BLKG. TO STUD TYP.) @ 32" O.C.

HOLDOWN ALTERNATES w/ SIMPSON "SET-XP" - ESR2508					
HOLDOWNS CALLED OUT ON PLAN	SIMPSON HOLDOWNS	NEW ANCHORS SIMPSON "SET-XP"	d1*	d2*	d2 @ CORNER
HDN5	HDU2	5/8"ϕ	6"	6"	10"
HDN6	HDU5	5/8"ϕ	6"	8"	14"
HDN7	HDU8	7/8"ϕ	8"	14"	
HDN8	HDU11	1"ϕ	8"	16"	
HDN9	HDU14	1"ϕ	12"	20"	



1 HOLDOWN INSTALLATION WITH EPOXY BOLTS



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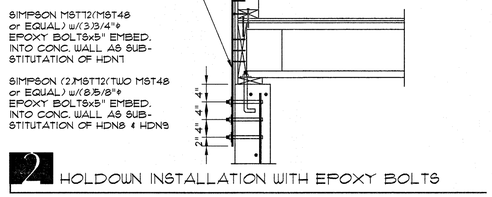
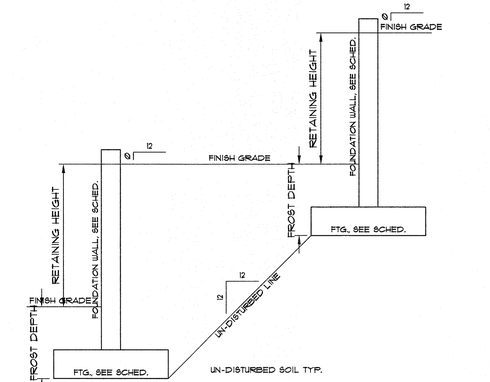


2 HOLDOWN INSTALLATION WITH EPOXY BOLTS



3 RETAINING WALL EXCAVATION GUIDELINE

LICENSED STRUCTURAL ENGINEER
No. 260129
HUA SHEN
EXPIRATION DATE: 3/31/2021
STATE OF UTAH
8/6/2019

Shen Engineers, Inc.
Structural/Seismic Consultants
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tel: 801.271.2625
email: shenengr@msn.com

OTTO WALKER architects
2200 Park Ave., Suite C201, Park City, Utah 84098 (435)649-6373

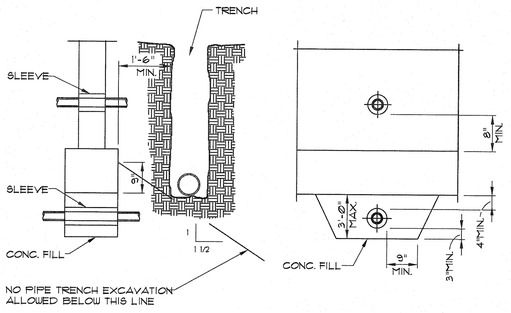
Project:
THE HENRY RESIDENCE
ADDITION AND REMODEL
269 DALY AVENUE
PARK CITY, UTAH

Date: AUG. 6, 2019
Job #: SE19286
Revisions:

Sheet No:
S1.1

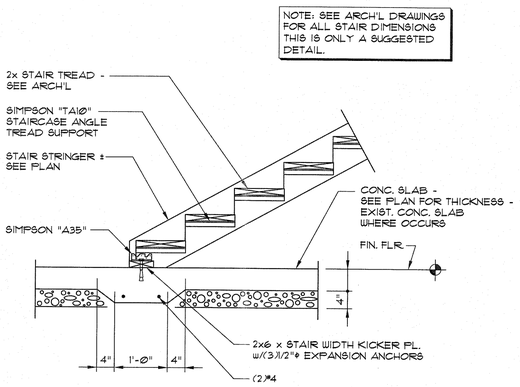
AutoCAD Version: 14.0
Plotted: 6 Aug, 2019 @ 9:31 a.m.
Drawing: S1.1 DWG.DWG
Xrefs: TITLE.DWG

Xref S1105.dwg

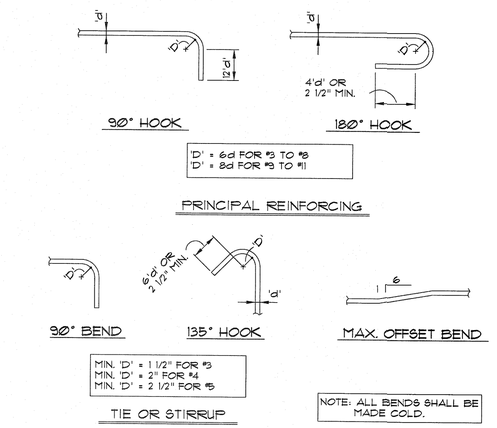


NOTE: CONCRETE FILL TO BE THE SAME WIDTH AS FOOTING & FULL WIDTH OF PIPE TRENCH. PIPE TO CLEAR SLEEVE BY 1/2" ALL AROUND

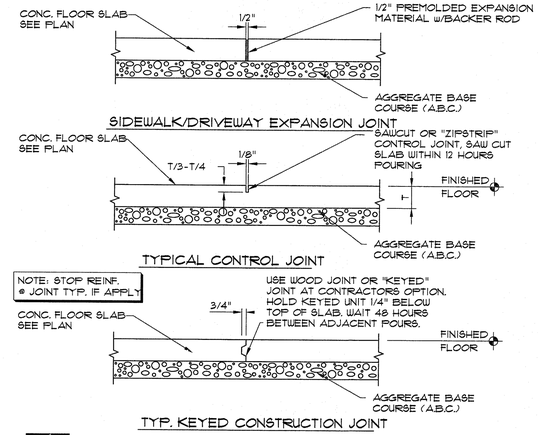
10 PIPES AT CONCRETE FOOTING



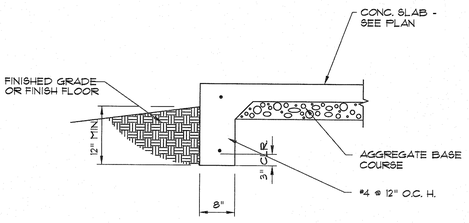
7 SUGGESTED WOOD STAIR-CONC. SLAB CONN.



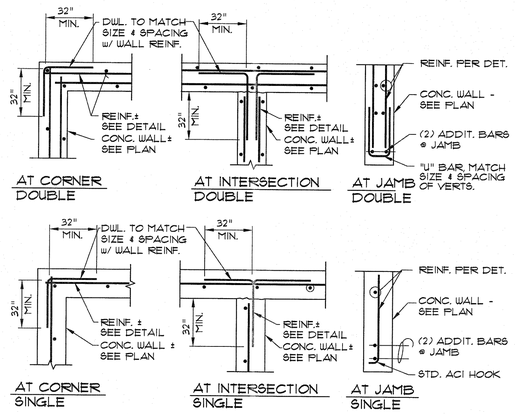
4 TYPICAL REINFORCING BAR BENDS



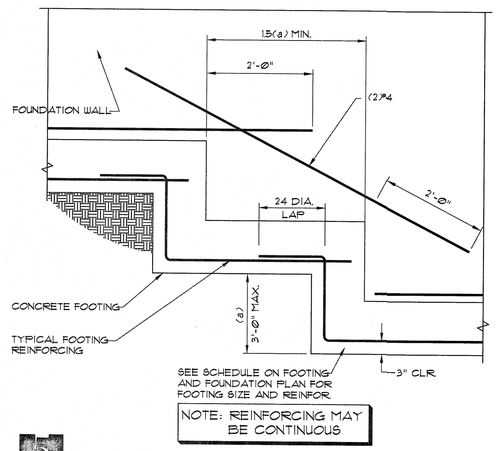
1 TYPICAL CONCRETE FLOOR JOINTS



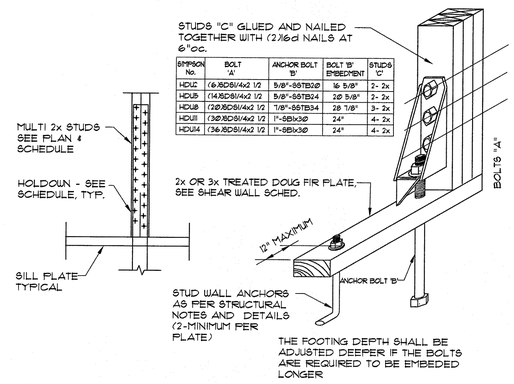
11 TYPICAL TURNDOWN FOOTING



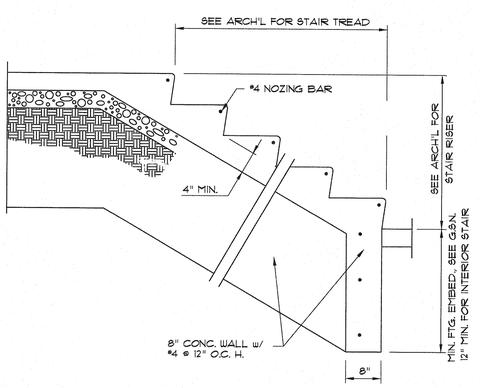
8 TYPICAL CONC. WALL REINF.



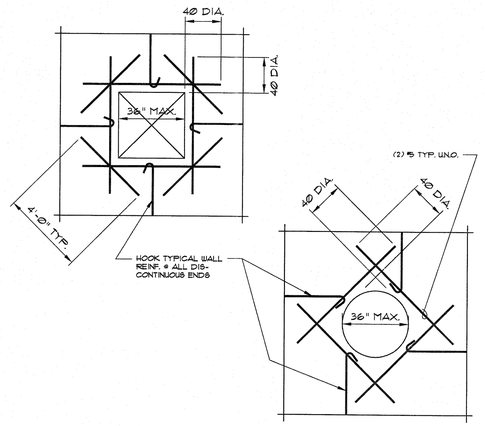
5 TYPICAL STEPPED FOOTING



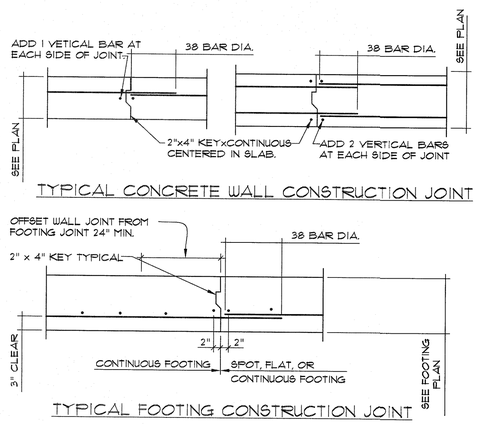
2 TYPICAL HOLDOWN TO CONC.



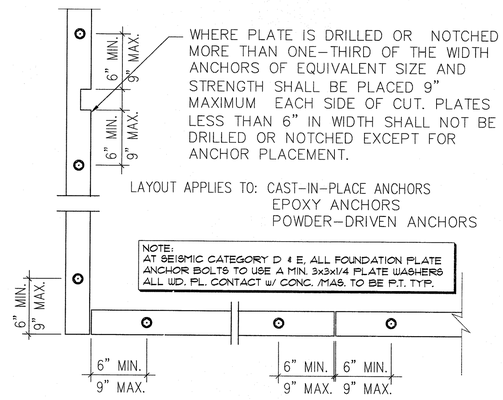
12 CONCRETE STAIR ON GRADE



9 TYP. REINF. ON CONC. WALL OPNG.



6 TYP. FTG. & WALL CONSTRUCTION JOINT



3 TYPICAL ANCHOR BOLTS LAYOUT

LICENSED STRUCTURAL ENGINEER
No. 260129
HUA SHEN
EXPIRATION DATE: 3/31/2021
STATE OF UTAH
8/6/2019

Shen Engineers, Inc
Structural/Seismic Consultants
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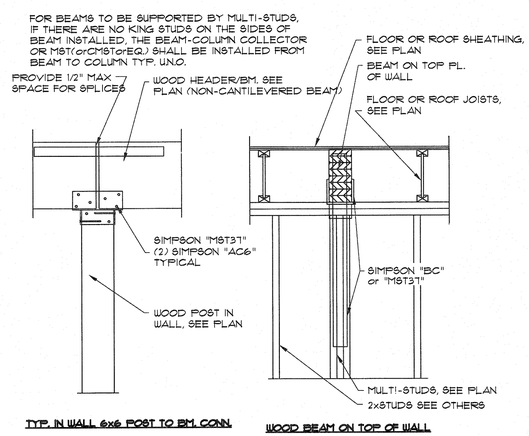
holladay, ut 84117
tel. 801.277.3625
email: shenengr@msn.com

OTTO WALKER architects
2200 Park Ave., Suite C201, Park City, Utah 84098 (435)649-6373

Project:
THE HENRY RESIDENCE
ADDITION AND REMODEL
269 DALY AVENUE
PARK CITY, UTAH

Date: AUG. 6, 2019
Job #: SE19286
Revisions:

Sheet No:
S1.2



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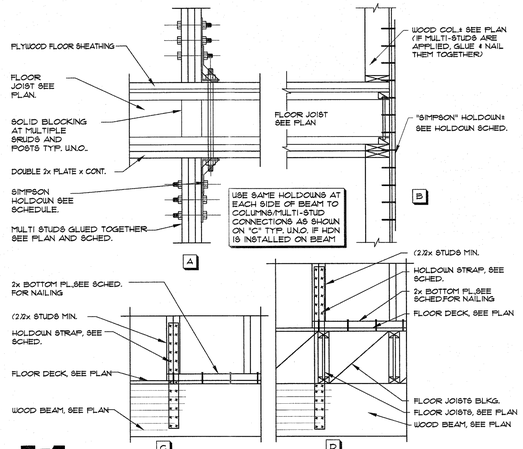
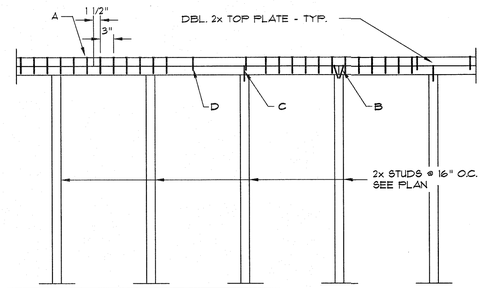


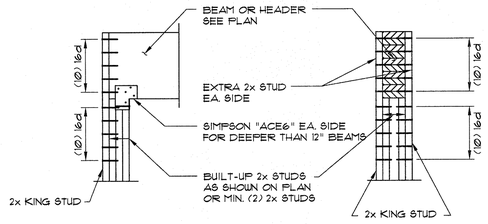
7 HOLDOWNS AT FLOOR TO FLOOR



NAILING SCHEDULE	
MARK	DESCRIPTION
A	(24) 16d NAILS AT 3"O.C. .
B	2 - 16d NAILS AT THE END OF EACH PLATE (TOP OR BOTTOM) 4 - TOTAL.
C	2 - 16d NAIL AT EACH STUD.
D	NAIL TOP AND BOTTOM PLATES TOGETHER WITH 2 - 16d NAILS AT 16"O.C. TYPICAL.

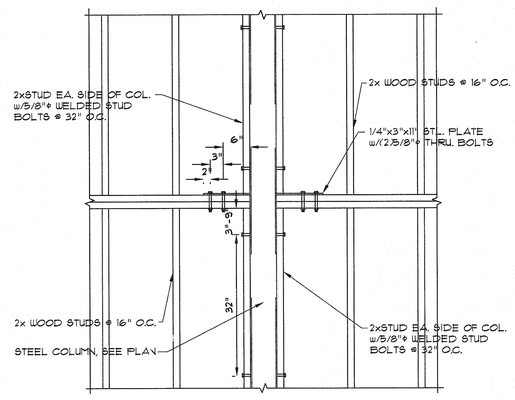
THE TOP PL'S. HAVE TO BE INSTALLED CONTINOUSLY. IF THEY ARE DIS-CONTINUED BY STEEL COLUMNS, PIPES ETC., INSTALL CS16x24"MIN/12" FROM EA. SIDE) TO TOP PLATE TYP. U.N.O.

4 TYPICAL TOP PLATE SPLICE



NOTE: FOR BEAMS DEEPER THAN 16", ONE SIMPSON "MST60" SHALL BE USED TO CONNECT BEAM TO THE MULTI-STUDS TYP. U.N.O.

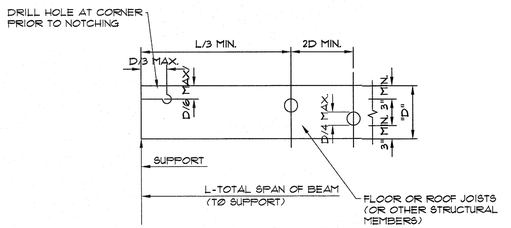
1 TYPICAL WOOD HEADER OR BEAM TO MULTI-STUDS CONNECTION



11 TYP. STEEL COLUMN TO STUD WALL CONNECTION

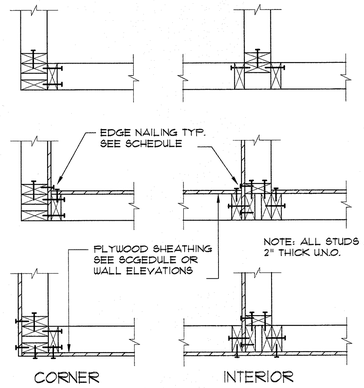
NAIL/STAPLE EQUIVALENT TABLE.				
FLOORS AND ROOF				
NAILS		STAPLES		
SIZE	SPACING	SIZE	SPACING	LENGTH
8d	6"	14 GA	6"	1 1/2"
8d	4"	14 GA	4"	1 1/2"
8d	2 1/2"	14 GA	2 1/2"	1 1/2"
8d	2"	14 GA	2"	1 1/2"
10d	6"	14 GA	4"	1 5/8"*
10d	4"	14 GA	2 1/2"	1 5/8"*
10d	2 1/2"	14 GA	2"	1 5/8"*
* IN 3/4" PLYWOOD USE 2" STAPLES				
WALL				
3/8" PLYWOOD				
8d	6"	14 GA	6"	1 3/8"
8d	4"	14 GA	4"	1 3/8"
8d	3"	14 GA	3"	1 3/8"
8d	2"	14 GA	2"	1 3/8"
1/2" PLYWOOD				
8d	6"	14 GA	6"	1 1/2"
8d	4"	14 GA	3"	1 1/2"
8d	3"	14 GA	2 1/2"	1 1/2"
10d	6"	14 GA	4"	1 1/2"
10d	4"	14 GA	3"	1 1/2"
10d	3"	14 GA	2"	1 1/2"

8 NAIL/STAPLE EQUIVALENT TABLE

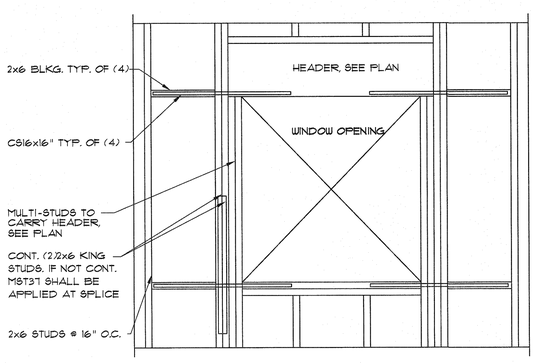


NOTE: NOTCHES AND DRILLED HOLES AS SHOWN ABOVE MAY BE USED ONLY WITH THE APPROVAL OF THE STRUCTURAL ENGINEER

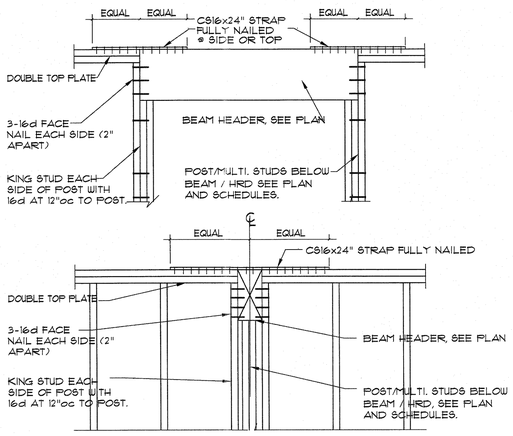
5 TYP. HOLES AND NOTCHING IN BEAMS



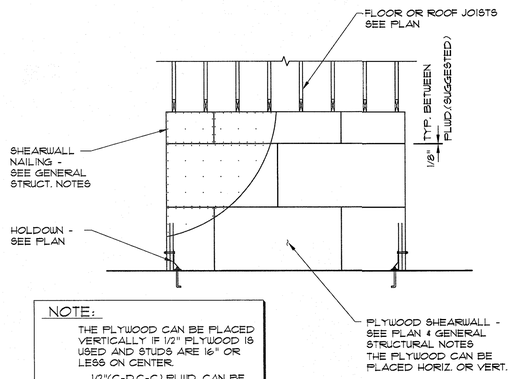
2 TYPICAL WALL INTERSECTION FRAMING



12 REINFORCED WINDOW OPNG. AS SHOWN ON PLAN AS (U)

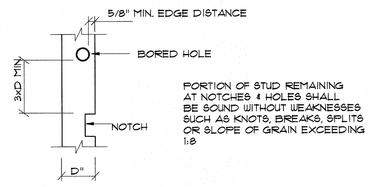


9 TYP. TOP PL. THRU BEAM HEADER IN WALL



NOTE:
THE PLYWOOD CAN BE PLACED VERTICALLY IF 1/2" PLYWOOD IS USED AND STUDS ARE 16" OR LESS ON CENTER.
1/2"(C-D,C-C) PLIUD, CAN BE SUBSTITUTED BY 7/16" OSB

6 TYPICAL SHEAR WALL ELEVATION



PORTION OF STUD REMAINING AT NOTCHES & HOLES SHALL BE SOUND WITHOUT WEAKNESSES SUCH AS KNOTS, BREAKS, SPLITS OR SLOPE OF GRAIN EXCEEDING 1:8

WOOD STUD SIZE	BEARING		NON-BEARING	
	MAX. HOLE (40%)	MAX. HOLE (25%)	MAX. HOLE (60%)	MAX. HOLE (40%)
2x4	1 3/8"	7/8"	2 1/8"	1 3/8"
2x6	2 3/16"	1 3/8"	3 5/16"	2 3/16"

3

OTTO WALKER architects
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Structural/Seismic Consultants
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tel: 801.277.6225
email: shenengineer@msn.com

Project:
THE HENRY RESIDENCE ADDITION AND REMODEL
269 DALY AVENUE
PARK CITY, UTAH

Date: AUG. 6, 2018
Job #: SE19286
Revisions:

Sheet No:
S1.3

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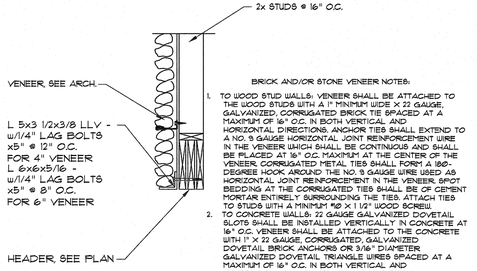

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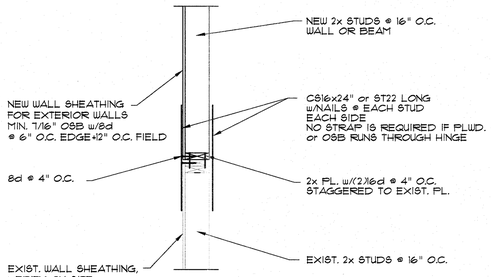
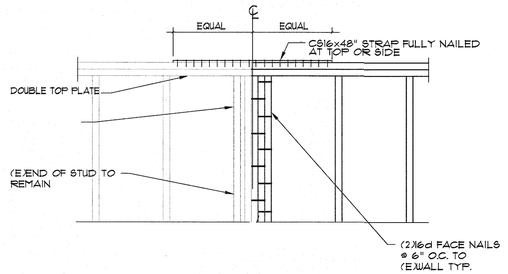
2. TO CONCRETE WALLS: 22 GAUGE GALVANIZED DOVETAIL SLOTS SHALL BE INSTALLED VERTICALLY IN CONCRETE AT 16" O.C. VENEER SHALL BE ATTACHED TO THE CONCRETE WITH 1" X 22 GAUGE, CORRUGATED, GALVANIZED, DOVETAIL BRICK ANCHORS OR 3/16" DIAMETER GALVANIZED DOVETAIL TRIANGLE WIRES SPACED AT A MAXIMUM OF 16" O.C. IN BOTH VERTICAL AND HORIZONTAL DIRECTIONS. ANCHOR TIES SHALL EXTEND TO A NO. 9 GAUGE HORIZONTAL JOINT REINFORCEMENT WIRE IN THE VENEER WHICH SHALL BE CONTINUOUS AND SHALL BE PLACED AT 16" O.C. MAXIMUM AT THE CENTER OF THE VENEER.
3. OTHER METHODS OF ATTACHMENT MAY BE USED AFTER WRITTEN ACCEPTANCE BY THE ARCHITECT AND STRUCTURAL ENGINEER.

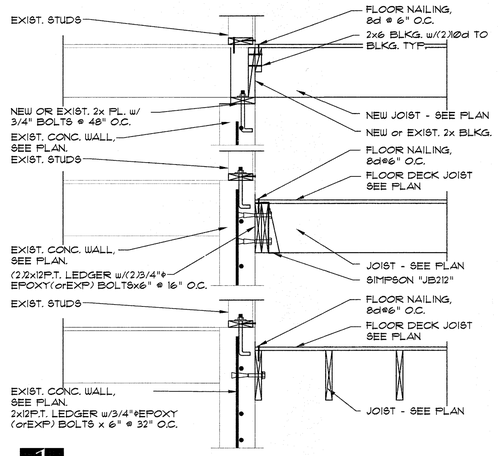
6 NEW HDR+L ANGLE TO SUPPORT BRICK VENEER



7 TYP. NEW WALL TO EXIST. WALL CONN.



4 TYP. TOP PL. THRU NEW-EXISTING WALL



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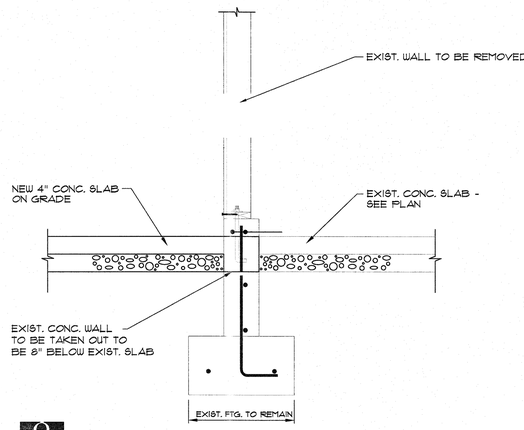

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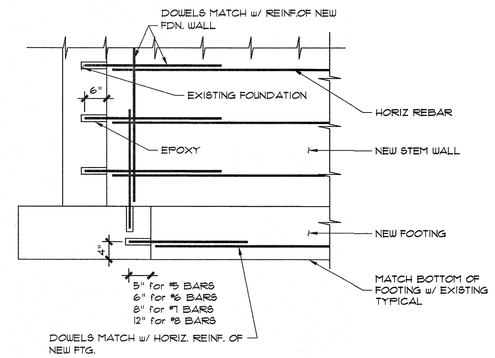
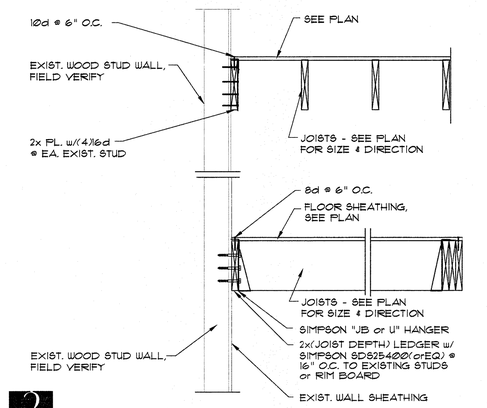


5 TYPICAL NEW FTG. TO EXIST. FTG. CONN.



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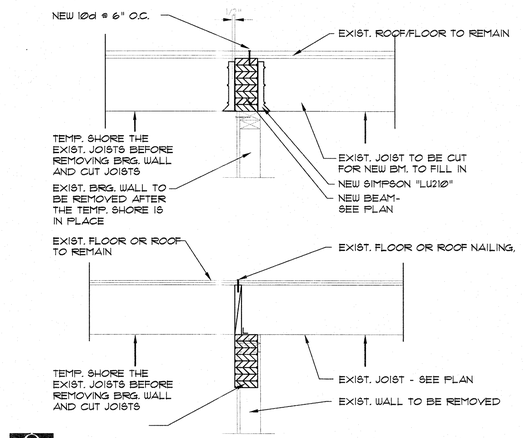

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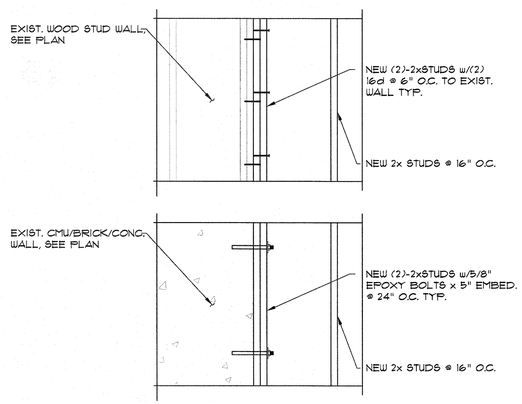
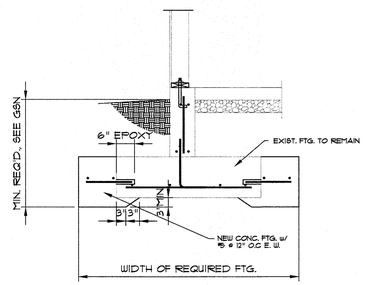


6 EXIST WALL-NEW STUD WALL CONNECTION



3 DETAIL OF WIDENING EXISTING FOOTING

LICENSED STRUCTURAL ENGINEER
No. 260129
HUA SHEN
EXPIRATION DATE: 3/31/2021
STATE OF UTAH
8/6/2019

Shen Engineers, Inc.
Structural/Seismic Consultants
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OTTO WALKER architects
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Project:
THE HENRY RESIDENCE
ADDITION AND REMODEL
269 DALY AVENUE
PARK CITY, UTAH

Date: AUG. 6, 2019
Job #: SE19286
Revisions:

Sheet No:
S1.4

June 20, 1995, 10:41:50 a.m.
Drawing: S1312.DWG
Xrefs: S1312.DWG S1311.DWG S1310.DWG S1309.DWG S1308.DWG S1307.DWG S1306.DWG S1305.DWG S1304.DWG S1303.DWG S1302.DWG S1301.DWG TITLE.DWG

RB1: 5 1/8x9GLB
RB2: (2)1 3/4x9 1/2LVL
RB3: (3)1 3/4x9 1/2LVL or 5 1/8x9 GLB

HDR: HEADER, SEE SCHEDULE
HDN: HOLDOWN, SEE SCHEDULE
SW: WOOD SHEAR WALL, SEE SCHEDULE
BW:BEARING WALL
BWA: BEARING WALL ABOVE
NBW: NON-BEARING WALL
OBR: OVER-BUILD ROOF
GT: GIRDER TRUSS
KP: KING POST
DJ: DOUBLE JOISTS

ROOF FRAMING PLAN NOTES:

1. SEE GENERAL STRUCTURAL NOTES SHEET AND STANDARD WOOD FRAMING DETAILS FOR
   A. GENERAL STRUCTURAL NOTES
   B. TYPICAL HEADER DETAIL
   C. TYPICAL TOP PLATE SPLICE DETAIL
   D. TYPICAL SHEAR WALL DETAIL
2. K.P. = KING POST, SEE PLAN FOR SIZE AND LOCATION TYPICAL.
3. ALL ROOF JOISTS OR TRUSSES ARE CALLED OUT ON PLAN. SEE PLAN FOR SIZE & SPACE TYP.
4. ESTABLISH AND VERIFY ALL OPENINGS & INSERTS FOR MECHANICAL, ELECTRICAL & PLUMBING WITH THE APPROPRIATE TRADES, DRAWINGS AND SUBCONTRACTORS PRIOR TO CONSTRUCTION.
5. HANGING CEILING, DUCTWORK OR OTHER ITEMS FROM THE PLYWOOD DECK IS NOT ALLOWED.
6. PROVIDE JOIST/TRUSS BRIDGING AS PER MANUFACTURER'S SPECIFICATION.
7. PROVIDE SOLID BLOCKING AT JOIST/TRUSS BEARING TYPICAL U.N.O.
8. PROVIDE 1/8" GAP ON ROOF DECK PLYWOOD OR FOLLOW MANUFACTURER'S SPECIFICATION.
9. SEE STANDARD DETAIL FOR MULTI-STUDS TO WOOD BEAM/HEADER CONNECTION TYPICAL.
10. SHEAR WALLS SHOWN ARE BELOW FRAMING LEVEL. COORDINATE WITH FRAMING PLANS.

HEADER SCHEDULE

MARK	SIZE	END BRG.	REMARKS
HDR-1	(3)2x6	(2)2x6	
HDR2	(3)2x8	(2)2x6	or (3)1 3/4x5 1/2LVL
HDR-3	(3)2x10	(2)2x6	or (3)1 3/4x7 1/4LVL
HDR-4	(3)2x12	(3)2x6	or (3)1 3/4x9 1/2LVL
HDR-5	5 1/8x12 GLB	(3)2x6	or (3)1 3/4x11 7/8LVL
HDR-6	(2)2x6	(2)2x4	
HDR-7	(2)2x8	(3)2x4	or (2)1 3/4x5 1/2LVL
HDR-8	(2)2x10	(3)2x4	or (2)1 3/4x7 1/4LVL
HDR-9	(2)2x12	(3)2x4	or (2)1 3/4x9 1/2LVL
HDR-10	3 1/8x12 GLB	(4)2x4	or (2)1 3/4x11 7/8LVL

NOTES:
1. GLULAM BEAMS SHALL BE COMBINATION SYMBOL 24F-V4 FOR REGULAR BEAM AND 24F-V8 FOR CANTILEVERED BEAM TYPICAL.
2. ALL GLULAM BEAMS TO BE ZERO CAMBER BEAMS U.N.O.
3. ALL MULTI-MEMBER BEAMS & STUDS SHALL BE NAILED TOGETHER W/(2) ROWS 16d @ 6" O.C. BOTH SIDES TYPICAL.

NUMBER OF KING STUDS:
ONE KING STUD FOR OPNG. 2'-0" TO 5'-0"
TWO KING STUDS FOR OPNG. 5'-0" TO 10'-0"
THREE KING STUDS FOR OPNG. 10'-0" TO 15'-0"
FOUR KING STUDS FOR OPNG. 15'-0" TO 20'-0"

TYPICAL ROOF DECK:

5/8" PLWD/OSB SHEATHING, SPAN RATING 40/20
SEE GENERAL STRUCTURAL NOTES-TYPICAL NAILING:
10d @ 6" O.C. AT ALL PANEL EDGES, SUPPORTED EDGES, AND ALL TOP OF SHEAR WALLS
10d @ 12" O.C. AT ALL PANEL FIELD
PLACE SHEATHING LONG-WISE ACROSS FRAMING, STAGGER END JOINTS. UNBLOCKED DIAPHRAGM.

TYPICAL FLOOR DECK:

3/4" PLWD/OSB SHEATHING, SPAN RATING 40/20
SEE GENERAL STRUCTURAL NOTES-TYPICAL
GLUE AND NAIL TO ALL JOISTS
8d @ 6" O.C. AT ALL PANEL EDGES, SUPPORTED EDGES, AND ALL TOP OF SHEAR WALLS
8d @ 12" O.C. AT ALL PANEL FIELD
PLACE SHEATHING LONG-WISE ACROSS FRAMING, STAGGER END JOINTS. UNBLOCKED DIAPHRAGM.

FLOOR FRAMING PLAN NOTES:

1. SEE GENERAL STRUCTURAL NOTES AND STANDARD FRAMING DETAILS FOR
   A. GENERAL STRUCTURAL NOTES
   B. TYPICAL HEADER DETAIL
   C. TYPICAL SHEAR WALL DETAIL
   D. TYPICAL TOP PLATE SPLICE DETAIL
2. HDR-1 = HEADER, SEE HEADER SCHEDULE TYPICAL.
3. ALL FLOOR MEMBERS ARE TO BE 11 7/8" TJI 210 TYPICAL. U.N.O.
4. ESTABLISH AND VERIFY ALL OPENINGS & INSERTS FOR MECHANICAL, ELECTRICAL & PLUMBING WITH THE APPROPRIATE TRADES, DRAWINGS AND SUBCONTRACTORS PRIOR TO CONSTRUCTION.
5. HANGING CEILING, DUCTWORK OR OTHER ITEMS FROM THE PLYWOOD DECK IS NOT ALLOWED.
6. PROVIDE JOIST BRIDGING AS PER MANUFACTURER'S SPECIFICATION.
7. PROVIDE SOLID BLOCKING AT JOIST BEARING TYPICAL U.N.O.
8. PROVIDE 1/8" GAP ON WALL SHEATHING PLWD. OR FOLLOW MANUFACTURER'S SPECIFICATION.
9. SEE DETAIL FOR MULTI-STUDS TO WOOD BEAM/HEADER CONNECTION TYPICAL U.N.O.
10. " →D← INDICATES MOMENT CONN. TYP. U.N.O.
11. SHEAR WALLS SHOWN ARE BELOW FRAMING LEVEL. COORDINATE WITH FRAMING PLANS. HOLDOWNS SHOWN ARE LAYING ON FRAMING LEVEL. COORDINATE WITH FRAMING PLANS.

SCHEDULE FOR SIMPSON HANGERS ON 12" MAX. BEAMS AND JOISTS TYP.

	TOP MOUNT HANGERS	FACE MOUNT HANGERS
9 1/2" TJI SERIES	IT5	IUS
DBL. 9 1/2" TJI	MIT	MIU
11 7/8" TJI110	IT5	IUS
DBL. 11 7/8" TJI	MIT	MIU
1 3/4x LVLorPSL	WFU	HU
3 1/2x LVLorPSL	GLTV	HU/HGU
5 1/4x LVLorPSL	GLTV/HGLTV	HU/HGU
7x LVLorPSL	HGLTV	HGUS
3 1/8x GLB	GLST	
5 1/8x GLB	GLST	
6 3/4x GLB	GLST	
8 3/4x GLB	HGLST	
2x JOISTS	HU	LUS
(2)2x	HUS-2TF	LUS
(3)2x	HUS-3TF	LUS

ON STRUCTURAL PLANS AND DETAILS, THERE ARE SOME OPTIONS. ARCHITECTS PLEASE SPECIFY THE OPTIONS, IF G.C. OR OWNER HAS ANY CONCERNS ON THE OPTIONS, CONTACT ARCHITECTS TO CLARIFY THEM TYP. U.N.O.

CONTRACTOR PLEASE SEE ARCH. DWG. FOR PLUMBING LOCATION OF BATHTUB , TOILET. PLEASE OFFSET JOISTS WHERE OCCURS. USE DOUBLE JOISTS UNDER BATHTUB, KITCHEN ISLAND, AND OTHER HEAVY STUFFS.

UB1/MB1/LB1/FB1: (2)1 3/4x9 1/2LVL
UB2/MB2/LB2/FB2: (3)1 3/4x9 1/2LVL or 5 1/8x9GLB

THE GLB BEAMS CAN BE SUBSTITUTED BY PSL (orLVL)BEAMS AS FOLLOWS:
(IT DOESN'T WORK FROM PSL(orLVL) TO GLB TYP.)

3 1/8x9GLB	3 1/2x9 1/2PSL/(2)1 3/4x9 1/2LVL
3 1/8x12GLB	3 1/2x11 7/8PSL/(2)1 3/4x11 7/8LVL
5 1/8x12GLB	5 1/4x11 7/8PSL/(3)1 3/4x11 7/8LVL
5 1/8x15GLB	5 1/4x16PSL/(3)1 3/4x16LVL
5 1/8x18GLB	5 1/4x18PSL/(3)1 3/4x18LVL
6 3/4x12GLB	7x11 7/8PSL/(4)1 3/4x11 7/8LVL

FIN. FLR. = (SEE ARCH. DWG.)

4" CONCRETE FLOOR SLAB w/ 6x6-W1.4xW1.4 WWF OVER 4" AGGREGATE BASE COURSE-(A.B.C.) TYPICAL U.N.O.

FREE-STANDING RETAINING WALL, SEE DET. 6/S3.1 FOR SCHED.

FOUNDATION PLAN NOTES:

1. SEE GENERAL STRUCTURAL NOTES SHEET AND STANDARD CONCRETE DETAIL SHEET FOR
   A. GENERAL STRUCTURAL NOTES
   B. TYPICAL EXCAVATION ADJACENT TO FOOTING
   C. TYPICAL SLAB JOINT DETAILS
   D. TYPICAL STEPPED FOOTING
2. WS = DENOTES CONCRETE WALL STEP.
3. F-1 - DENOTES FOOTING MARK - SEE FOOTING SCHEDULE.
4. K.C.J. - DENOTES KEYED CONSTR. JOINT - SEE STANDARD DETAIL.
5. C.J. - DENOTES CONTROL JOINT - SEE STANDARD DETAIL.
6. F-----S - DENOTES FOOTING STEP, SEE DETAIL TYPICAL.
7. CONTRACTOR TO VERIFY ALL DIMENSIONS AND ELEVATIONS WITH ARCHITECTURAL DRAWINGS PRIOR TO CONSTRUCTION. SEE ARCHITECTURAL FOR ALL DIMENSIONS, SLAB SLOPES & DEPRESSIONS NOT NOTED.
8. ALL SLABS ON GRADE ARE TO BE JOINTED AT NO MORE THAN 15'-0" EACH WAY USING JOINTS PER STANDARD DETAIL. IN ADDITION, NO SECTION OF CONCRETE SHALL HAVE AN ASPECT RATIO OF GREATER THAN 1 1/2:1. PROVIDE (2) #4 x 4'-0" MID-HEIGHT SLAB BARS ADJACENT TO ALL DISCONTINUOUS JOINT LOCATIONS. ALL COLUMN ISOLATION JOINT CORNERS ARE TO BE INTERSECTED BY A SLAB JOINT OR REINFORCED WITH SLAB BARS PER ABOVE. SUBMIT COMPLETE JOINT LAYOUT PLAN TO THE ARCHITECT FOR PRIOR REVIEW.
9. ALL WOOD TO CONTACT W/ CONC. OR MASONRY TO BE P.T. OR REDWOOD TYP.
10. ALL FOUNDATION PL. ANCHOR BOLTS TO USE A MIN. 3x3x1/4 PL. WASHERS TYP.

CONCRETE POUR NOTES:

1. VERIFY FTG STEP LOCATIONS AND HEIGHT IN FIELD PRIOR TO FORMING FOOTINGS. MAKE FTG REBAR CONTINUOUS THROUGH FTGS WITH BENT BARS AT CORNERS. LAP BARS 40 BAR DIAMETERS AT SPLICES AND TIE.
2. DO NOT POUR ANY CONCRETE UNTIL THE FORMS ARE ADEQUATELY BOLSTERED AND SUPPORTED AND ALL REBAR IS IN PLACE AND SECURED.
3. DO NOT PERMIT FIN. GRADE TO COME CLOSER THAN 6" TO TOP OF CONCRETE.
4. FOR FOUNDATIONS REBAR INSPECTIONS FOR FOUNDATION WALLS OVER 8'-0", FORMS ARE NOT TO BE INSTALLED ON ONE SIDE UNTIL AFTER THE REBAR HAS BEEN INSPECTED AND APPROVED.
5. PROVIDE A U-FER GROUND DURING CONSTRUCTION OF FOOTING & FOUNDATION.
6. ALL FASTENERS (IE NAILS, SCREWS, ANCHOR BOLTS, ETC.) WHICH ARE TO BE INSTALLED IN PRESERVATIVE TREATED WOOD (IE SILL PLATES) SHALL BE HOT-DIPPED, ZINC-COATED GALVANIZED STEEL, STAINLESS STEEL, SILICON BRONZE OR COPPER/MEET THE REQUIREMENTS OF IBC 2304.9.5.)
7. ALL L ANGLES FOR SUPPORTING VENEERS ARE HOT-DIPPED GALVANIZED.

FOOTING SCHEDULE

BASED ON SOIL BEARING = 1500 PSF ARCH/CONTRACTOR VERIFY IT

MARK	SIZE	REINFORCING	REMARKS
F1	2'-0" x CONT. x 12"	(2)#5/(3)#4 CONT.	
F2	2'-6" x CONT. x 12"	(3)#5/(4)#4 CONT.	
F3	3'-0" x CONT. x 12"	(3)#5/(4)#4 CONT.	
F4	1'-4" x CONT. x 12"	(2) #4 CONT.	THICKENED SLAB
F5	2'-0" x CONT. x 12"	(2)#5/(3)#4 CONT.	THICKENED SLAB
F6	2'-6" SQ. x 12"	(2) #5 E.W.	
F7	3'-0" SQ. x 12"	(3) #5 E.W.	
F8	3'-6" SQ. x 12"	(4) #5 E.W.	
F9	4'-0" SQ. x 12"	(4) #5 E.W.	
F10	4'-6" SQ. x 12"	(5) #5 E.W.	
F11	5'-0" SQ. x 12"	(5) #5 E.W.	
F12	5'-6" SQ. x 13"	(6) #5 E.W.	
F13	6'-0" SQ. x 13"	(6) #5 E.W.	
F14	7'-0" SQ. x 14"	(6) #6 E.W.	
F15	8'-0" SQ. x 16"	(8) #7 E.W.	
F16	4'-0" x CONT. x 12"	(4) #5 CONT. #5x3'-6"@12" O.C.	
F17	9'-0" SQ. x 18"	(9) #8 E.W.	

CONCRETE BEAM SCHEDULE

MARK	SIZE	BOTTOM REINF.	TOP REINF.	TIES	REMARKS
CB-1	8"x8"	(2) #5	(2) #5	NONE	(2)#5x2'-6" @45 DEG. @ EA. CORNER
CB-2	8"x12"	(2) #5	(2) #5	#3 @ 10" O.C.	
CB-3	8"x16"	(2)#6	(2) #6	#4 @ 10" O.C.	
CB-4	8"x24"	(2)#7	(2) #7	#4 @ 10" O.C.	

SHEARWALL SCHEDULE

MARK	SHEATHING: PLYWOOD	SHEATHING: EDGE NAILING	SHEATHING: INTER. NAILING	BOTTOM PLATE	NAILING THRU FLOOR: ANCHOR BOLTS TO CONC.	PANEL EDGE STUD	A35 BLKG. TO TOP PL. WHERE DRAG OCCURS
SW1	1/2" (C-D, C-C)	10d @ 6" O.C.	10d @ 12" O.C.	2xPL.	16d @ 6" O.C. 3/4" A.B. x 10" @ 48" O.C.	--	@ 24" O.C.
SW2	1/2" (C-D, C-C)	10d @ 4" O.C.	10d @ 12" O.C.	2xPL.	16d @ 3" O.C. 3/4" A.B. x 10" @ 16" O.C.	--	@ 16" O.C.
SW3	1/2" (C-D, C-C)	10d @ 3" O.C.	10d @ 12" O.C.	3xPL.	1/4" LAG BOLTS x5" @ 8" O.C. 3/4" A.B. x 10" @ 24" O.C.	2xBLKG. MIN. 3x6TUDS MIN.	@ 12" O.C.
SW4	1/2" (C-D, C-C)	10d @ 2" O.C.	10d @ 12" O.C.	3xPL.	1/4" LAG BOLTS x5" @ 8" O.C. 3/4" A.B. x 10" @ 24" O.C.	2xBLKG. MIN. 3x6TUDS MIN.	@ 8" O.C.
SW5	DBL.1/2"(C-D,C-C)	10d @ 4" O.C.	10d @ 12" O.C.	3xPL.	1/4" LAG BOLTS x5" @ 6" O.C. 3/4" A.B. x 10" @ 16" O.C.	2xBLKG. MIN. 3x6TUDS MIN.	@ 8" O.C.
SW6	DBL.1/2"(C-D,C-C)	10d @ 3" O.C.	10d @ 12" O.C.	3xPL.	1/4" LAG BOLTS x5" @ 5" O.C. 3/4" A.B. x 10" @ 12" O.C.	2xBLKG. MIN. 3x6TUDS MIN.	@ 6" O.C.

NOTE: FOR DOUBLE SIDED PLYWOOD SHEAR WALLS, THE PANEL JOINTS ON BOTH FACES TO BE OFFSET TO FALL ON DIFFERENT STUDS TYPICAL.
1/2"(C-D,C-C) PLWD CAN BE SUBSTITUTED BY 7/16" OSB TYP. U.N.O.
FOR SW4, FRAMING AT PANEL EDGES TO BE 3x6TUD AND NAILS TO BE STAGGERED TYP.
WHERE LAG BOLTS TO BE USED, THE RIM JOIST OR JOIST BLOCKING TO BE MIN. 3x MEMBER TYP.

HOLDOWN SCHEDULE/SIMPSON C-C-2015

MARK	HOLDOWN EACH END: TYPE	END STUD	ANCHOR BOLT	LOCATION
HDN1	MST37	(2)2x6TUDS MIN.	--	FLOOR TO FLOOR
HDN2	MST60	(2)2x6TUDS MIN.	--	FLOOR TO FLOOR
HDN3	DBL. MST60	(4)2x6TUDS MIN. or 6x6	--	FLOOR TO FLOOR
HDN4	HD12	(4)2x6TUDS MIN. or 6x6	--	FLOOR TO FLOOR
HDN5	HDU2/HDC5/HTT4 STHD10or12RJ	(2)2x6TUDS MIN.	5D@2.5/S6TB16	FOUNDATION
HDN6	HDU5/HD7 STHD14or14RJ	(2)2x6TUDS MIN.	5D@2.5/S6TB24	FOUNDATION
HDN7	HDU8/HDQ8	(3)2x6TUDS MIN.	5D@2.5/S6TB28	FOUNDATION
HDN8	HDU11/HDQ8	(3)2x6TUDS MIN.	5D@2.5/SB1x30	FOUNDATION
HDN9	HDU14/HD12	(3)2x6TUDS MIN.	5D@2.5/SB1x30	FOUNDATION

NOTE: SAME SIZE EPOXY BOLTS CAN BE USED AS SUBSTITUTION OF S6TB'S.ANCHOR BOLTS TYP.
SEE SIMPSON'S FOR MIN. EMBEDED LENGTH.

LVL NAILING/BOLTING SCHEDULE:
ALL NAILS AND BOLTS ARE 2" FROM T+B

(2)1 3/4"x5 1/2"LVLS, (2)16d @ 12" O.C.
(2)1 3/4"x7 1/4"LVLS, (3)16d @ 12" O.C.
(2)1 3/4"x9 1/2"LVLS, (4)16d @ 6" O.C.
(2)1 3/4"x11 7/8"LVLS, (5)16d @ 6" O.C.
(2)1 3/4"x16"LVLS, (6)16d @ 6" O.C.
(2)1 3/4"x18"LVLS, (7)16d @ 6" O.C.

(3)1 3/4"x5 1/2"LVLS, (2)16d @ 12" O.C. E.S.
(3)1 3/4"x7 1/4"LVLS, (3)16d @ 12" O.C. E.S.
(3)1 3/4"x9 1/2"LVLS, (4)16d @ 6" O.C. E.S.
(3)1 3/4"x11 7/8"LVLS, (5)16d @ 6" O.C. E.S.
(3)1 3/4"x16"LVLS, (6)16d @ 6" O.C. E.S.
(3)1 3/4"x18"LVLS, (7)16d @ 6" O.C. E.S.

(4)1 3/4"x7 1/4"LVLS, (2)1/4"ø LAG BOLTS @ 24" O.C.
(4)1 3/4"x9 1/2"LVLS, (2)1/4"ø LAG BOLTS @ 16" O.C.
(4)1 3/4"x11 7/8"LVLS, (3)1/4"ø LAG BOLTS @ 12" O.C.
(4)1 3/4"x16"LVLS, (4)1/4"ø LAG BOLTS @ 16" O.C. E.S.
(4)1 3/4"x18"LVLS, (5)1/4"ø LAG BOLTS @ 12" O.C. E.S.

(5)1 3/4"x7 1/4"LVLS, (3)1/4"ø LAG BOLTS @ 32" O.C. E.S.
(5)1 3/4"x9 1/2"LVLS, (3)1/4"ø LAG BOLTS @ 24" O.C. E.S.
(5)1 3/4"x11 7/8"LVLS, (4)1/4"ø LAG BOLTS @ 16" O.C. E.S.
(5)1 3/4"x16"LVLS, (5)1/4"ø LAG BOLTS @ 16" O.C. E.S.
(5)1 3/4"x18"LVLS, (6)1/4"ø LAG BOLTS @ 12" O.C. E.S.

W INDICATES WINDOW OPENING REINFORCEMENT, SEE DETAIL 12/S1.3 TYP.

ALL DBL. 2x JOISTS ARE TO BE CONNECTED W/GLUE AND W/(5)16d @ 6" O.C.
ALL DBL. TJI JOISTS ARE TO BE CONNECTED W/STIFF. PL.-GLUE W/(5)16d @ 6" O.C.
ALL MICRO-LAM DBL. BEAMS ARE TO BE CONNECTED W/GLUE AND (3)16d @ 6" O.C.
ALL DBL. STUDS ARE TO BE CONNECTED WITH (2)10d @ 6" O.C. STAGGERED

ICC ESR APPROVAL NUMBERS
TJI JOISTS: ICC ESR-1153
MICRO.LAMS: ICC ESR-2015
PARALLAMS: ICC ESR-2015

WOOD STUD WALLS ARE TO BE 2x6 DF#2 GRADE STUDS @ 16" O.C. OR BETTER TYP. U.N.O.

WOOD STUD WALL SCHEDULE

TYPE \ HEIGHT / MARK	2x4 DF#2 @ 16" O.C.	2x6 DF#2 @ 16" O.C.	2x6 DF#2 @ 12" O.C.	1 3/4x5 1/2 LVL@16"O.C.	1 3/4x5 1/2 LVL@12"O.C.	2x8DF#2 @16"O.C.	1 3/4x7 1/4 LVL@16"O.C.
NON-BEARING INTERIOR WALLS	16'-0"	24'-0"	--				
BEARING INTERIOR WALLS	12'-0"	20'-0"	--				
NON-BEARING EXTERIOR WALLS	10'-0"	16'-0"	18'-0"				
BEARING EXTERIOR WALLS	8'-0"	12'-0"	16'-0"	18'-0"	21'-0"	18'-0"	25'-0"

NOTES: 1. FOR THE CASE NOT FOUND HERE, INFORM ENG. FOR DESIGN.

DIAPHRAGM SHEATHING NAILS OR OTHER APPROVED SHEATHING CONNECTORS SHALL BE DRIVEN SO THAT THEIR HEAD OR CROWN IS FLUSH WITH THE SURFACE OF THE SHEATHING.

CEILING JOIST SCHEDULE

2x4 STUD GRADE @ 24"/16" O.C.	2x6 DF#2 GRADE @ 24"/16" O.C.	2x8 DF#2 GRADE @ 24"/16" O.C.	REMARKS
11'/12'	16'/18'	22'/24'	

NOTES: FOR THE CASE NOT FOUND HERE, INFORM ENG. FOR DESIGN.

EPOXY BOLTS CALLED OUT ON PLAN ARE SIMPSON "SET" FOR CMU APPLICATION (ICC ESR1172) & HILTI HIT RE 500-SD EPOXY BOLTS FOR CONC. APPLICATIONS (ICC ES ESR 2322).
THE INSTALLING REQUIREMENT FOR ANCHOR BOLTS AND/OR REBAR DOWELS ARE AS FOLLOWED:

DIAMETER/DRILL DIA/EMBED. DEPTH/EDGE DIST./SPACING DIST.			
1/2"	/ 5/8"	/ 4 1/4"	/ 1 3/4" / 6 3/8"
5/8"	/ 3/4"	/ 5"	/ 1 3/4" / 7 1/2"
3/4"	/ 7/8"	/ 6 3/4"	/ 1 3/4" / 10 1/8"

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2200 Park Ave., Suite C201, Park City, Utah 84098 (435)649-6373

LICENSED STRUCTURAL ENGINEER
No. 260129
HUA SHEN
EXPIRATION DATE: 3/31/2021
STATE OF UTAH
8/6/2019

Shen Engineers, Inc.
Structural/Seismic Consultants
2225 e. murray holladay rd. #208
holladay, ut 84117
tel. 801.271.2625
email: sheneng@msn.com

Project:
THE HENRY RESIDENCE
ADDITION AND REMODEL
269 DALY AVENUE
PARK CITY, UTAH

Date: AUG. 6, 2019
Job #: SE19286
Revisions:

Sheet No:
S1.5

refs: S1.3V2.DWG S1.3V1.DWG S1.3V0.DWG S1.3N9.DWG S1.3N8.DWG S1.3N7.DWG S1.3N6.DWG S1.3N5.DWG S1.3N4.DWG S1.3N3.DWG S1.3N2.DWG S1.3N1.DWG TITLE.DWG

1 Footing and Foundation Plan
1/4" = 1'-0"

2 Main Level Floor Framing Plan
1/4" = 1'-0"

FLOOR JOIST:

9 1/2" TJI 210 @ 16" o.c. U.N.O.

STATE OF UTAH
RICHARD SCOTT OTTO
124007
LICENSED ARCHITECT
9-18-19

OTTO WALKER architects
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Project:
The Henry Residence
269 Daly Avenue Park City, Utah

Footing & Foundation and Main Level Framing Plan

Date: Issue Date
Revisions:
1 Revision 1 Date 1

Sheet No:
S1

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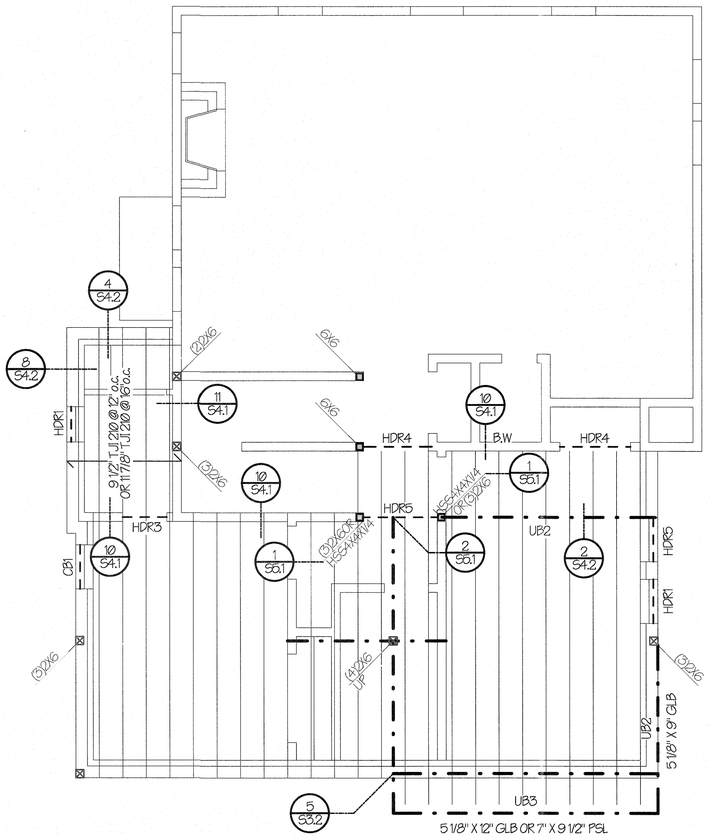
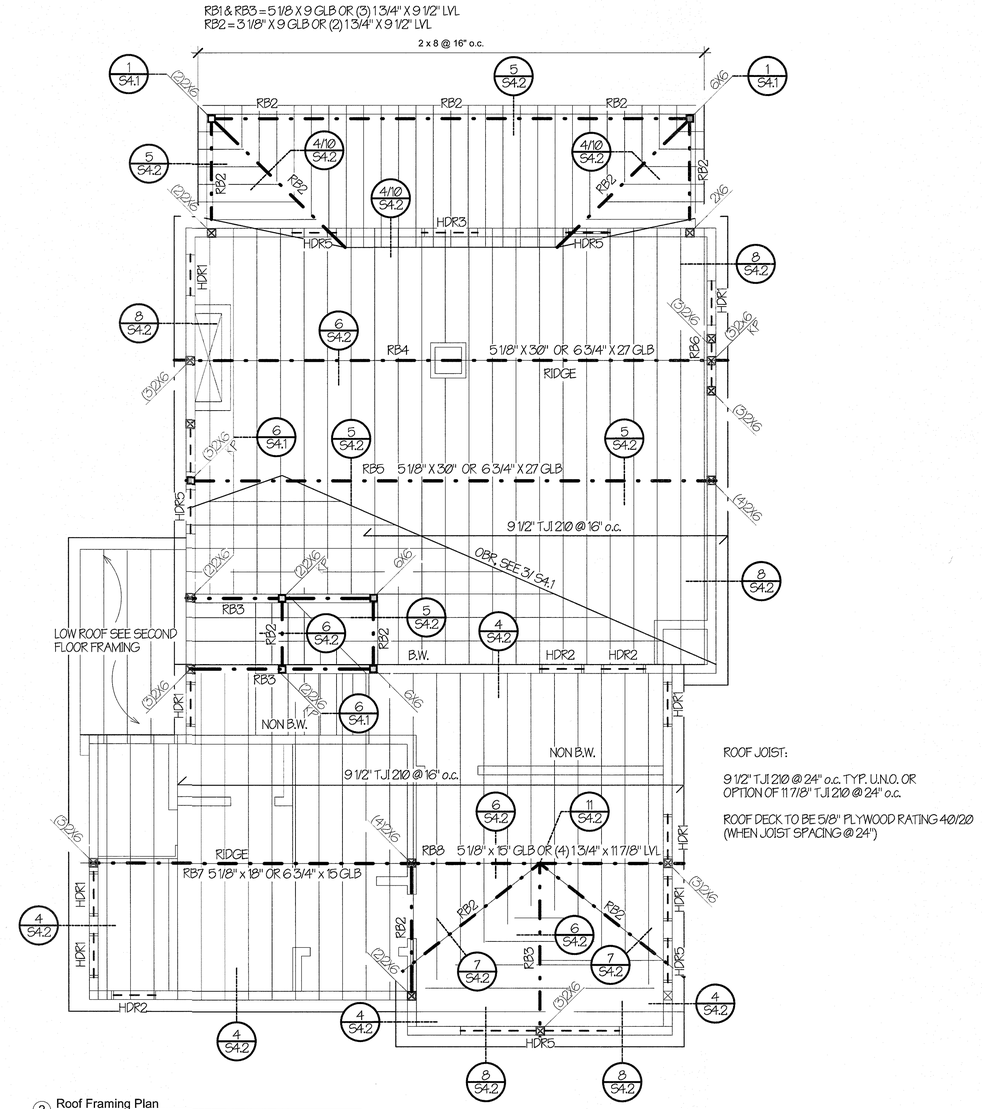


1 Upper Level Floor Framing Plan
1/4" = 1'-0"



ROOF JOIST:

9 1/2" TJI 210 @ 24" o.c. TYP. U.N.O. OR OPTION OF 11 7/8" TJI 210 @ 24" o.c.

ROOF DECK TO BE 5/8" PLYWOOD RATING 40/20 (WHEN JOIST SPACING @ 24")

2 Roof Framing Plan
1/4" = 1'-0"

STATE OF UTAH
RICHARD SCOTT OTTO
124007
LICENSED ARCHITECT
9.18.19

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Project:
The Henry Residence
269 Daly Avenue Park City, Utah
Upper Level and Roof Framing Plan

Date: Issue Date
Revisions:

Sheet No:
S2

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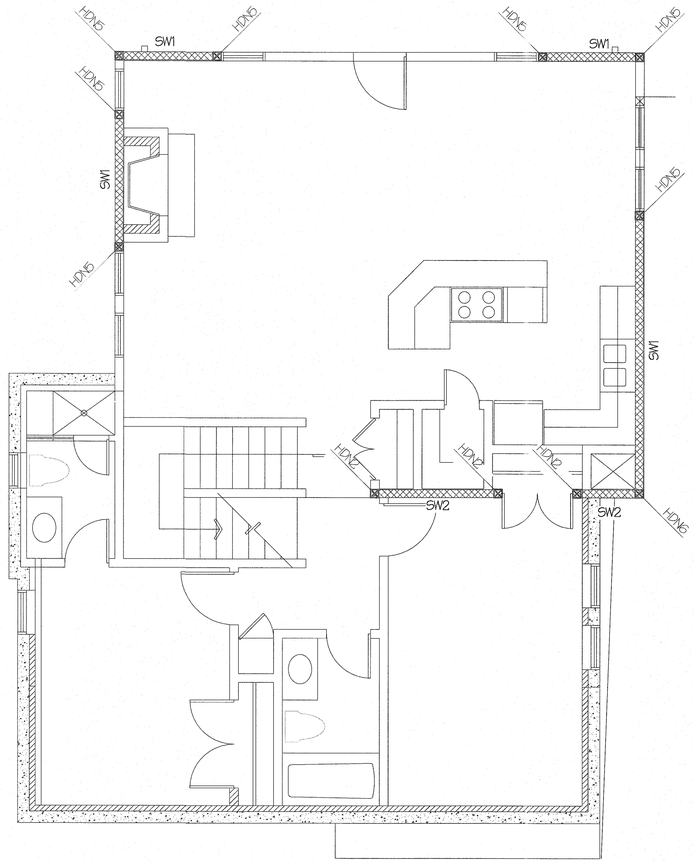
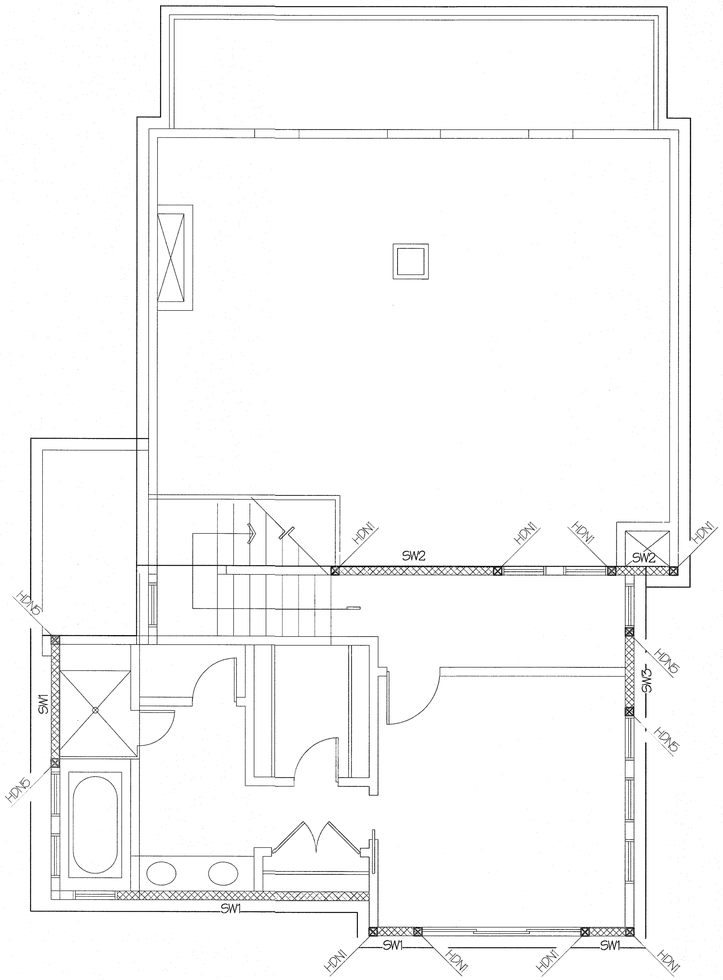


1 Main Level Shear Wall Plan
1/4" = 1'-0"



2 Upper Level Shear Wall Plan
1/4" = 1'-0"

STATE OF UTAH
RICHARD SCOTT OTTO
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LICENSED ARCHITECT
9.10.19

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2200 Park Ave., Suite c201, Park City, Utah 84060 (435)649-6373

Project:
The Henry Residence
269 Daly Avenue Park City, Utah

Shear Wall Plans

Date: Issue Date
Revisions:

Sheet No:
S3

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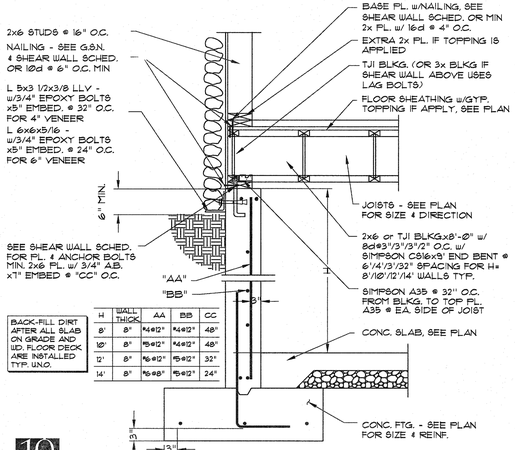
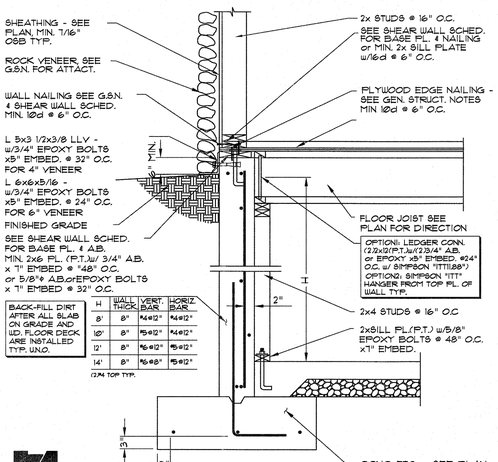


H	WALL THICK.	AA	BB	CC
8'	8"	*4@12"	*4@12"	48"
10'	8"	*5@12"	*4@12"	48"
12'	8"	*6@12"	*5@12"	32"
14'	8"	*6@8"	*5@12"	24"

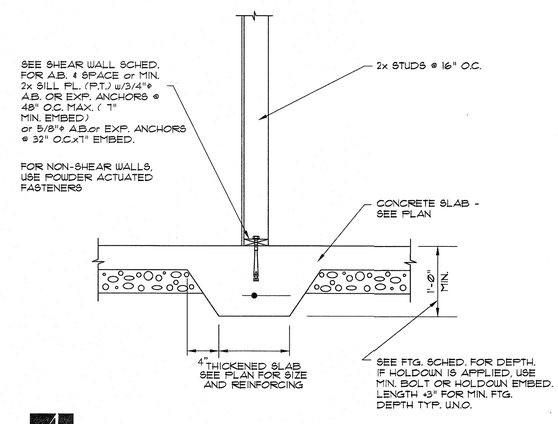
10 OPTION OF 8/S3.1



H	WALL THICK.	VERT. BAR	HORIZ. BAR
8'	8"	*4@12"	*4@12"
10'	8"	*5@12"	*4@12"
12'	8"	*6@12"	*5@12"
14'	8"	*6@8"	*5@12"

(2)X4 TOP TYP.

7



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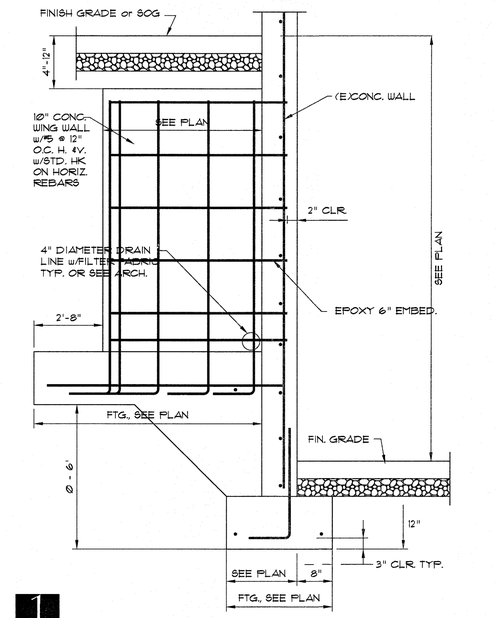

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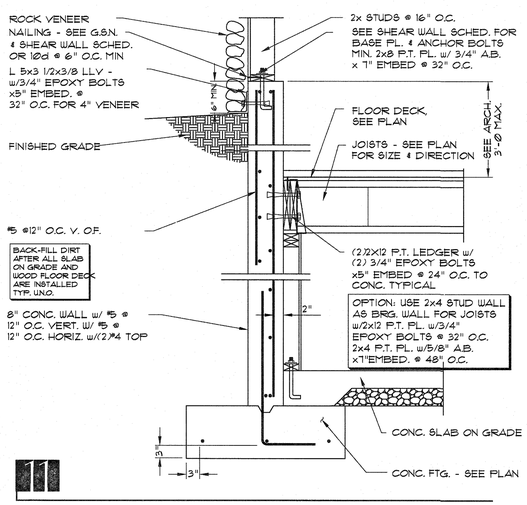

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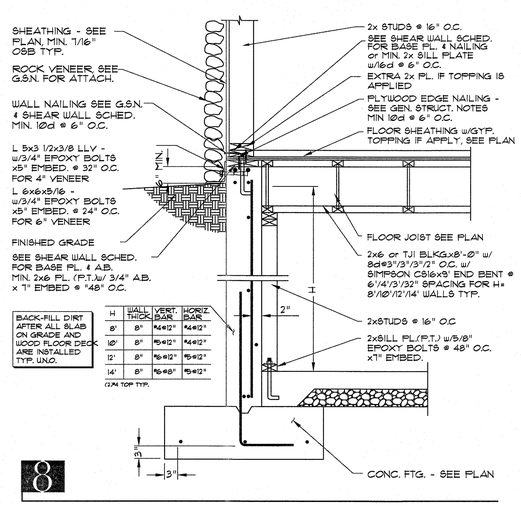
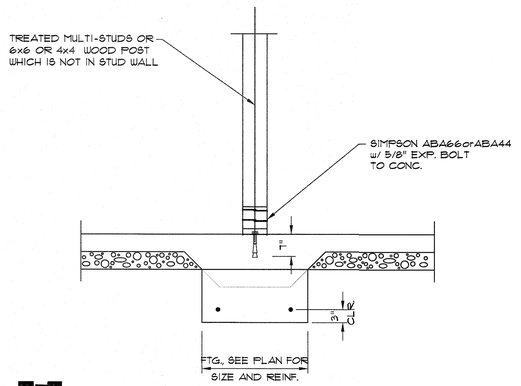


H	WALL THICK.	VERT. BAR	HORIZ. BAR
8'	8"	*4@12"	*4@12"
10'	8"	*5@12"	*4@12"
12'	8"	*6@12"	*5@12"
14'	8"	*6@8"	*5@12"

(2)X4 TOP TYP.

8



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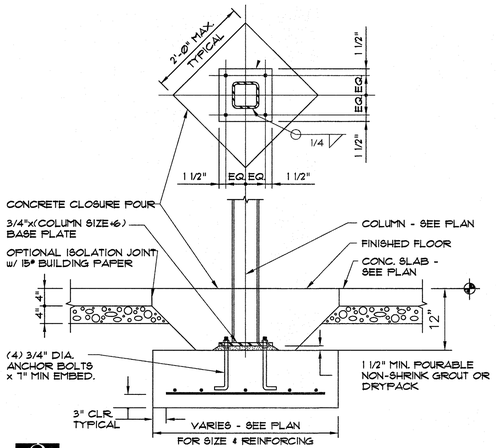
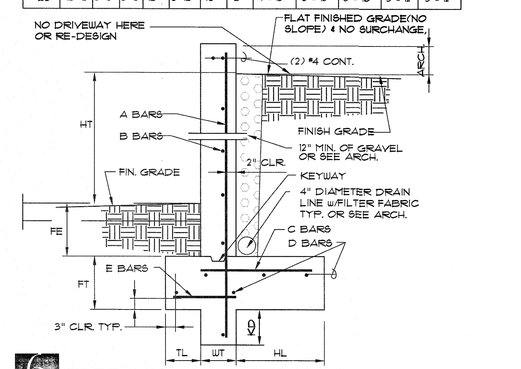
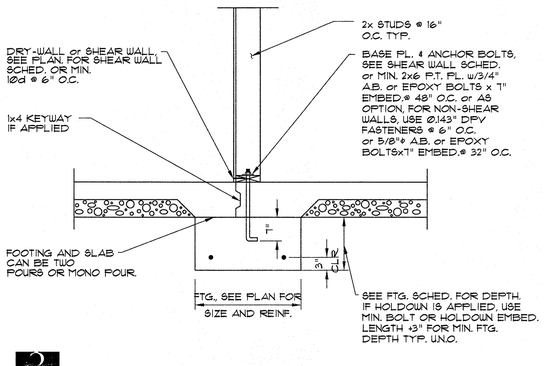


2

MARK	HT (max)	FE	TL	WT	HL	FT	KD	A	B	C	D	E
W1	2'-Ø"	2'-6"	8"	8"	8"	12"	Ø	#4 @ 16"	#4 @ 18"	NONE	#4 @ 12"	NONE
W2	4'-Ø"	2'-6"	1'-3"	8"	1'-3"	12"	Ø	#4 @ 12"	#4 @ 12"	#4 @ 12"	#4 @ 12"	#4 @ 12"
W3	6'-Ø"	2'-6"	2'-Ø"	8"	2'-Ø"	12"	Ø	#5 @ 16"	#5 @ 12"	#4 @ 12"	#4 @ 12"	#4 @ 12"
W4	8'-Ø"	2'-6"	3'-Ø"	8"	4'-4"	15"	Ø	#6 @ 12"	#5 @ 12"	#5 @ 12"	#5 @ 12"	#4 @ 12"
W5	10'-Ø"	2'-6"	3'-6"	10"	5'-10"	19"	Ø	#7 @ 12"	#5 @ 12"	#5 @ 10"	#5 @ 12"	#5 @ 12"



6 FREE-STANDING RETAINING WALL



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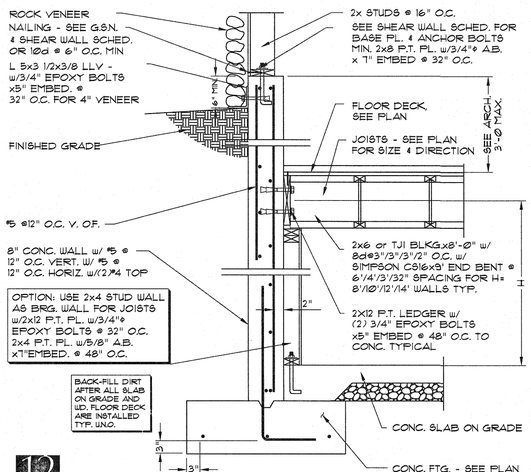

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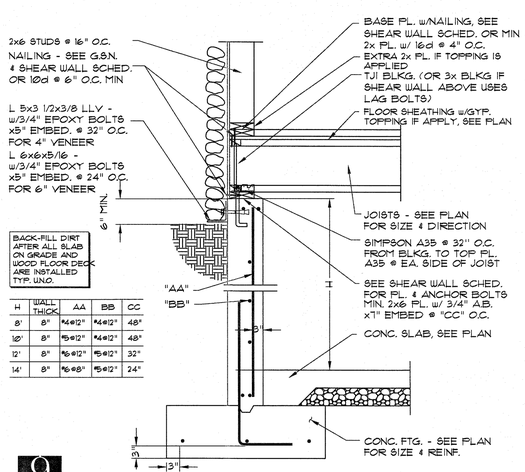

H	WALL THICK.	AA	BB	CC
8'	8"	*4@12"	*4@12"	48"
10'	8"	*5@12"	*4@12"	48"
12'	8"	*6@12"	*5@12"	32"
14'	8"	*6@8"	*5@12"	24"

9 OPTION OF 7/S3.1

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LICENSED STRUCTURAL ENGINEER
No. 280129
HUA SHEN
EXPIRATION DATE: 3/31/2021
STATE OF UTAH
8/6/2019

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Structural/Seismic Consultants
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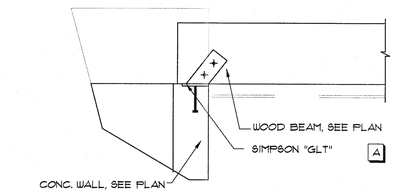
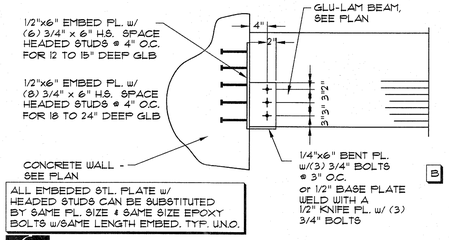
Project:
THE HENRY RESIDENCE
ADDITION AND REMODEL
260 DALY AVENUE
PARK CITY, UTAH

Date: AUG. 6, 2019
Job #: SE19286
Revisions:

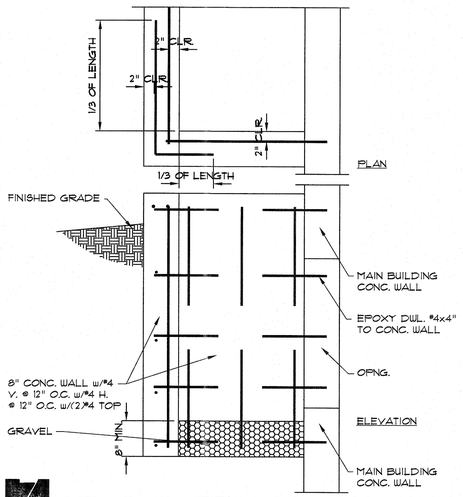
Sheet No:
S3.1



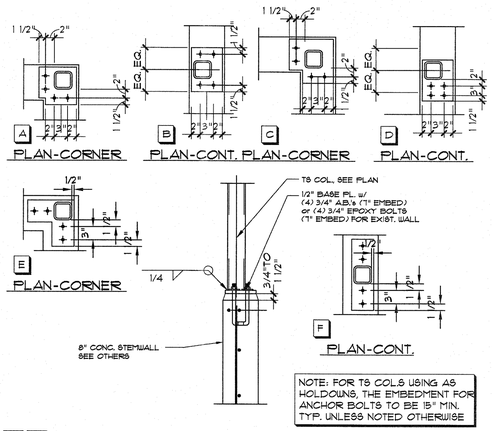


ALL EMBEDED STL. PLATE w/ HEADED STUDS CAN BE SUBSTITUTED BY SAME PL. SIZE & SAME SIZE EPOXY BOLTS w/SAME LENGTH EMBED. TYP. U.N.O.

6 TYP. WOOD BEAM TO CONC. WALL CONN.

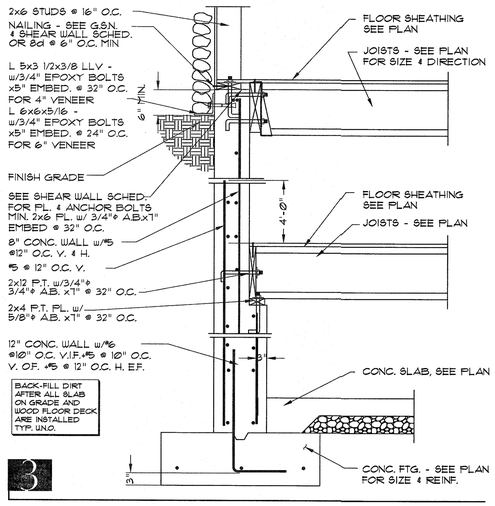


7 TYP. "C" SHAPE WINDOW WELL WALLS



NOTE: FOR TS COLS USING AS HOLDOWNS, THE EMBEDMENT FOR ANCHOR BOLTS TO BE 15" MIN. TYP. UNLESS NOTED OTHERWISE

8



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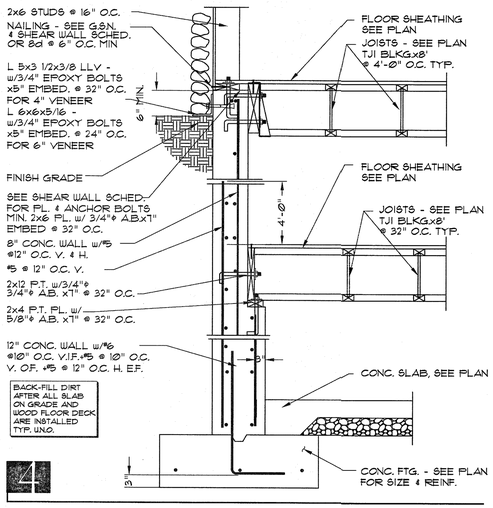

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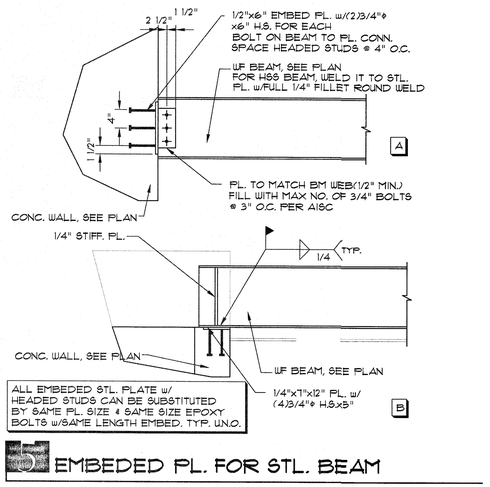
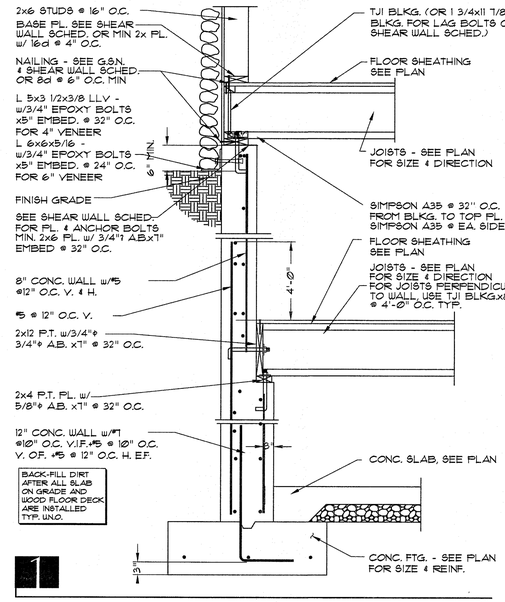


ALL EMBEDED STL. PLATE w/ HEADED STUDS CAN BE SUBSTITUTED BY SAME PL. SIZE & SAME SIZE EPOXY BOLTS w/SAME LENGTH EMBED. TYP. U.N.O.

5 EMBEDED PL. FOR STL. BEAM



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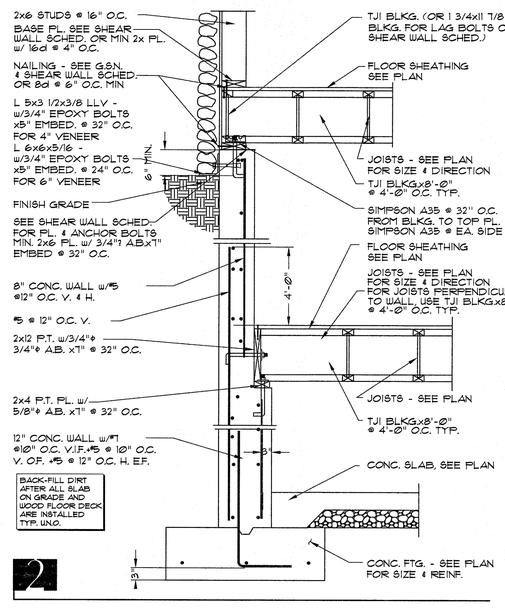

2

LICENSED STRUCTURAL ENGINEER
No. 260129
HUA SHEN
EXPIRATION DATE: 3/31/2021
STATE OF UTAH
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Project:
THE HENRY RESIDENCE
ADDITION AND REMODEL
269 DALY AVENUE
PARK CITY, UTAH

Date: AUG. 6, 2019
Job #: SE19286
Revisions:

Sheet No:
S3.2

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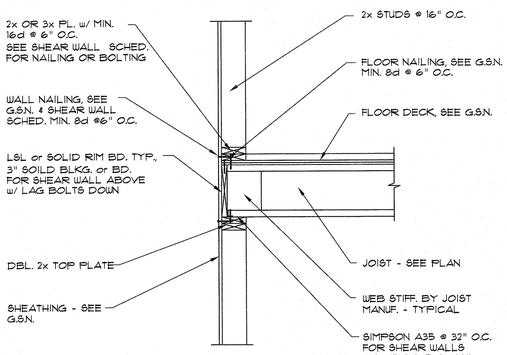
Xrefs: S3212.DWG S3211.DWG S3210.DWG S3209.DWG S3208.DWG S3207.DWG S3206.DWG S3205.DWG S3204.DWG S3203.DWG S3202.DWG S3201.DWG TITLE.DWG



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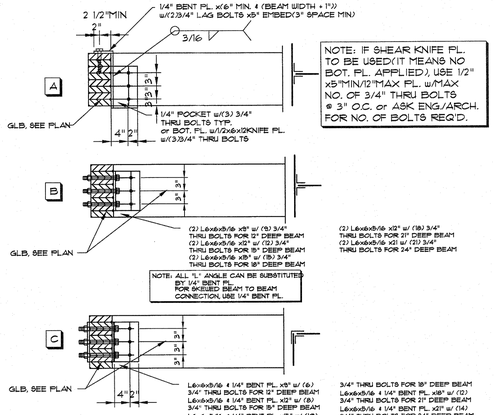

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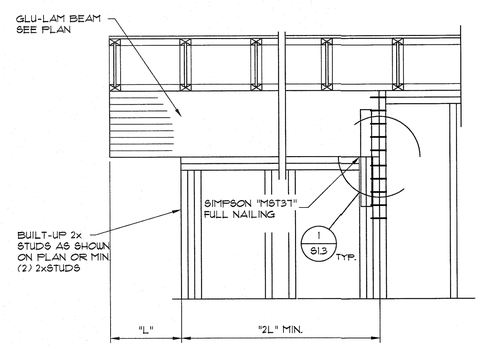
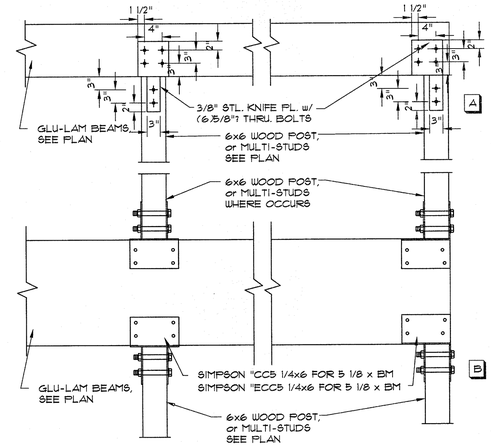
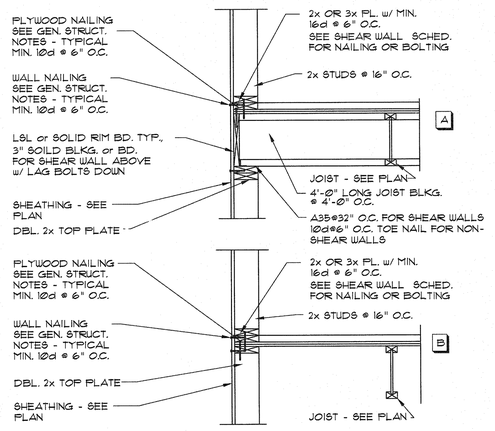


4 TYP. IN-WALL CANTILEVERED BEAM



1 TYPICAL BEAM TO WOOD POST CONN.



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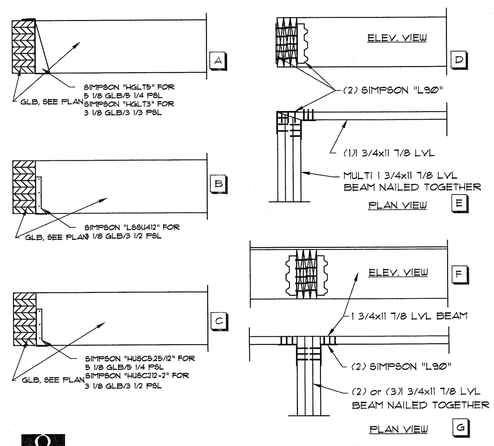

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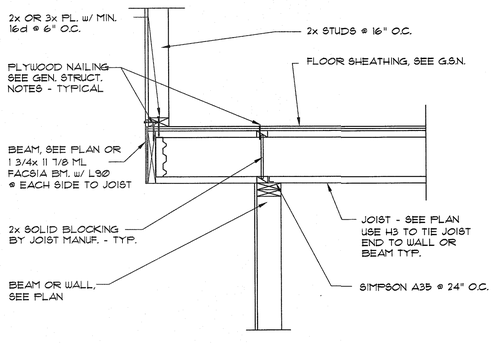

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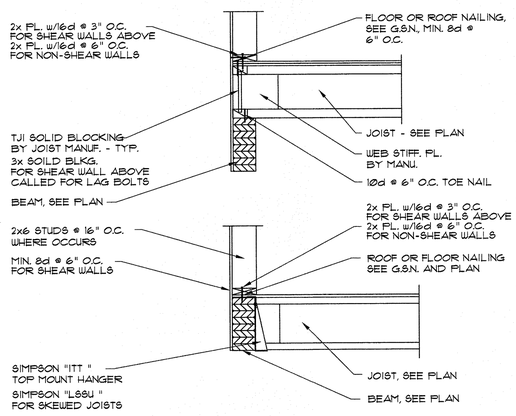

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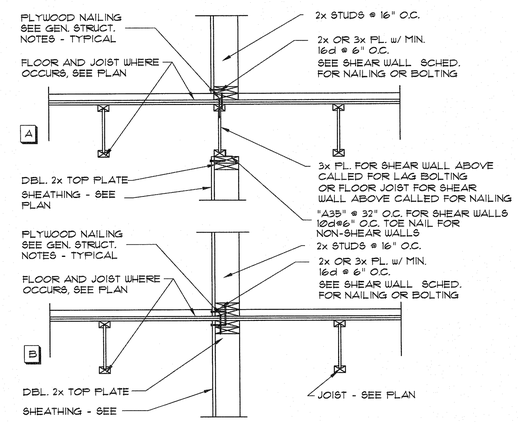

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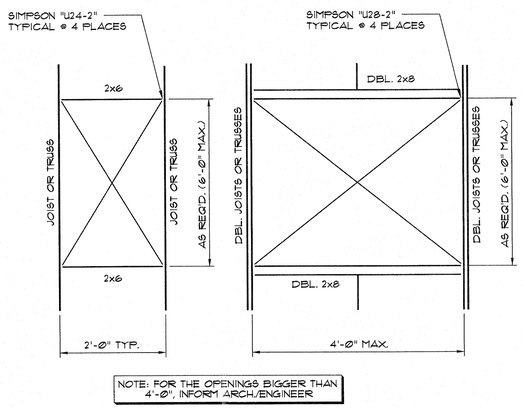

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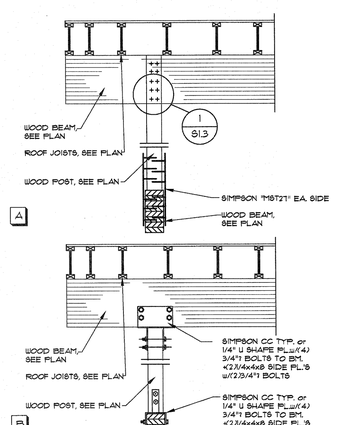

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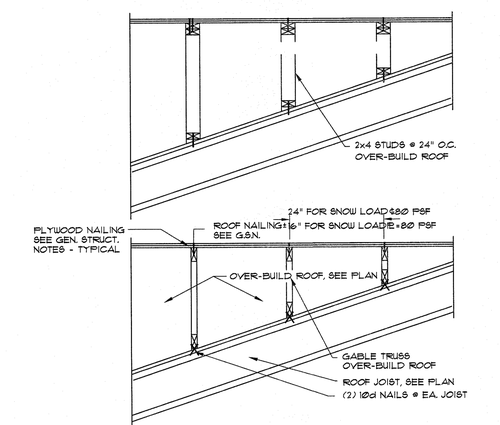

3 SUGGESTED OVER-BUILD ROOF DETAIL

Shen Engineers, Inc.
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LICENSED STRUCTURAL ENGINEER
No. 260129
HUA SHEN
EXPIRATION DATE: 3/31/2021
STATE OF UTAH
8/6/2019

OTTO WALKER architects
2200 Park Ave., Suite C201, Park City, Utah 84098 (435)649-6373

Project:
THE HENRY RESIDENCE
ADDITION AND REMODEL
269 DALY AVENUE
PARK CITY, UTAH

Date: AUG. 6, 2019
Job #: SE192286
Revisions:

Sheet No:
S4.1

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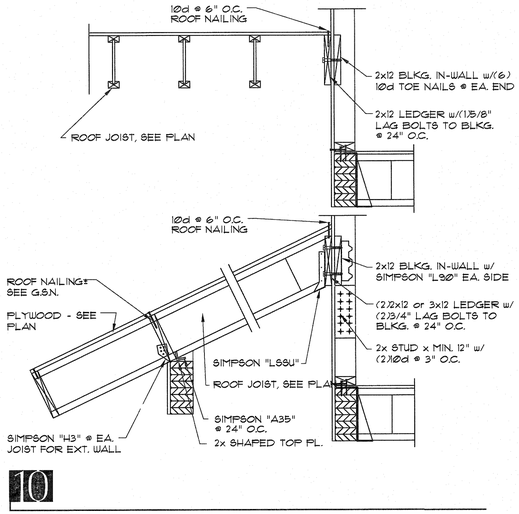

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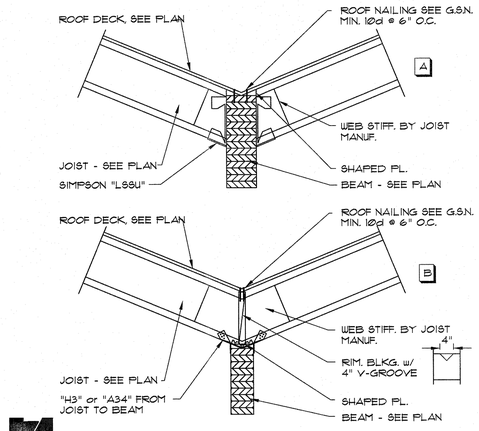

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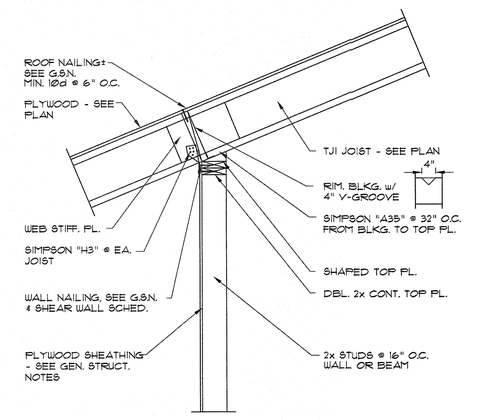

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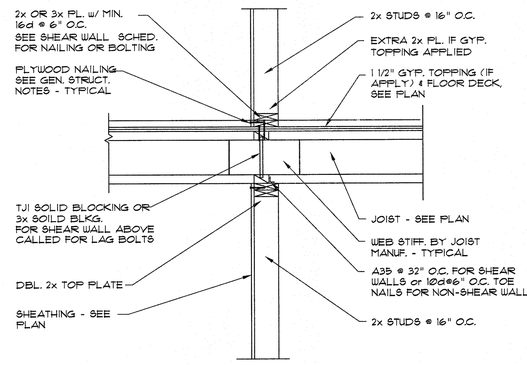

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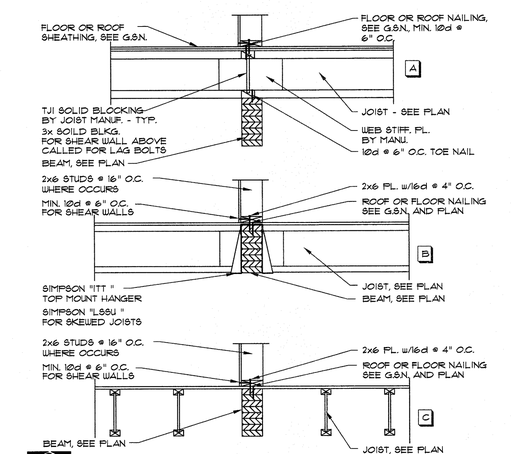

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LICENSED STRUCTURAL ENGINEER
No. 260129
HUA SHEN
EXPIRATION DATE: 3/31/2021
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Project:
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PARK CITY, UTAH

Date: AUG. 6, 2019
Job #: SE19286

Revisions:

Sheet No:
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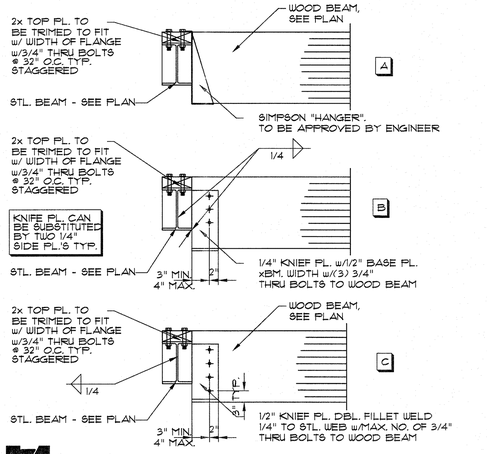

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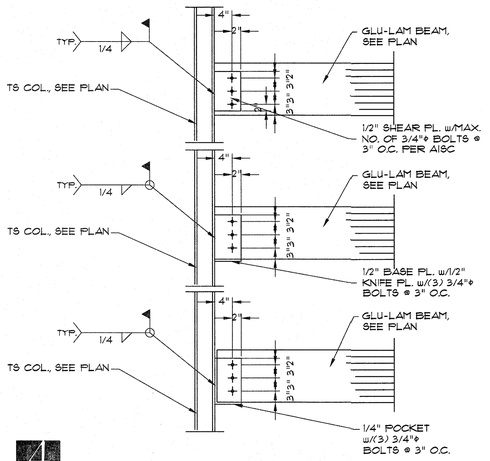

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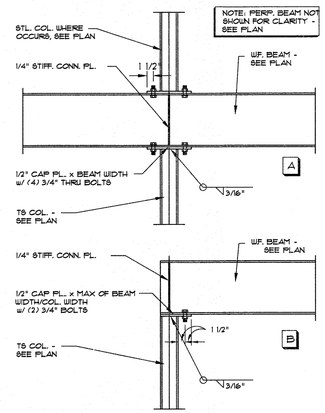

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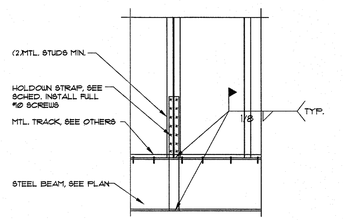

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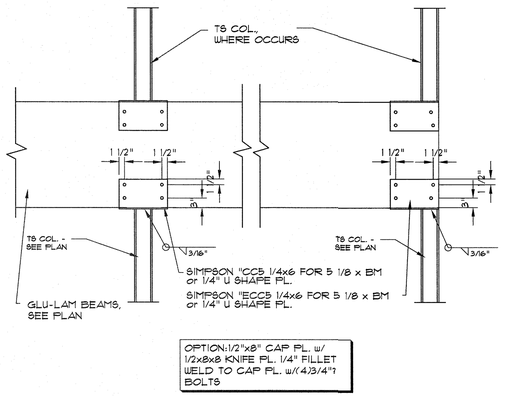

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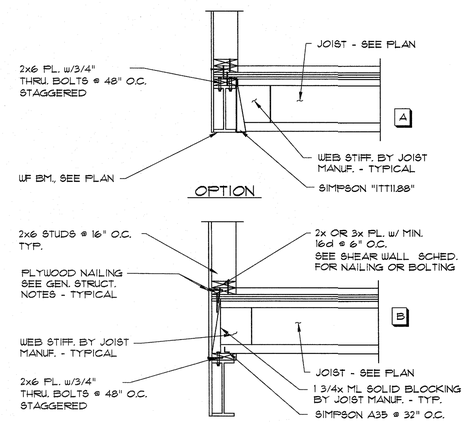

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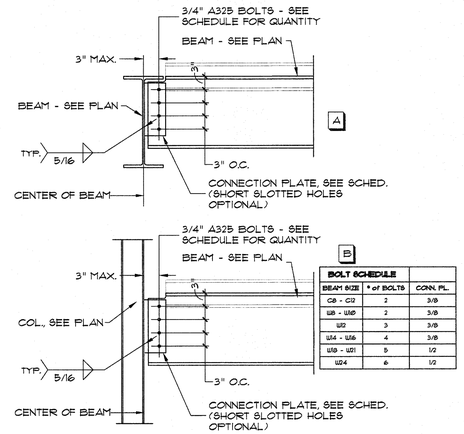

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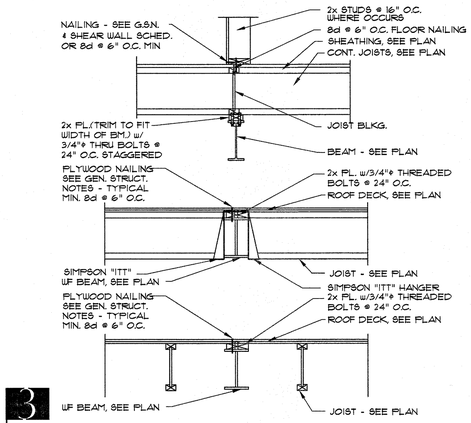

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PARK CITY, UTAH

Date: AUG. 6, 2019
Job #: 8E19286

Revisions:

Sheet No:
S5.1

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PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT CONDITIONS

1. The applicant is responsible for compliance with all conditions of approval.

2. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 5, Architectural Review); International Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.

3. A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.

4. All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.

5. All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Planning Department, Planning Commission, or Historic Preservation Board prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit must be specifically requested and approved by the Planning Department, Planning Commission and/or Historic Preservation Board in writing prior to execution.

6. Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Planning, Building, and Engineering Departments. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.

7. An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Planning and Building Departments prior to issuance of a footing and foundation permit. This survey shall be used to assist

the Planning Department in determining existing grade for measurement of building heights, as defined by the Land Management Code.

8. A Construction Mitigation Plan (CMP), submitted to and approved by the Planning, Building, and Engineering Departments, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.

9. Any removal of existing building materials or features on historic buildings shall be approved and coordinated by the Planning Department according to the LMC, prior to removal.

10. The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements and materials according to the approved plans. Any discrepancies found between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.

11. Final landscape plans, when required, shall be reviewed and approved by the Planning Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.

12. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the City Engineer, posted prior to occupancy.

13. The Snyderville Basin Water Reclamation District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Water Reclamation District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.

14. The planning and infrastructure review and approval is transferable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.

15. When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.

16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.

17. No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Planning and Building Departments. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.

18. All exterior lights must be in conformance with the applicable Lighting section of the Land Management Code. Prior to purchase and installation, it is recommended that exterior lights be reviewed by the Planning Department.

19. All projects located within the Soils Ordinance Boundary require a Soil Mitigation Plan to be submitted and approved by the Building and Planning departments prior to the issuance of a Building permit.

Planning Commission Staff Report

PLANNING DEPARTMENT

Subject: Park City Medical Campus
Author: Rebecca Ward
Application: PL-19-04204
Date: October 9, 2019
Type of Item: Administrative – Master Planned Development and Development Agreement Amendment

Summary Recommendations

Staff recommends that the Commission review the proposed amendment to the Intermountain Healthcare Master Planned Development (IHC-MPD) and Development Agreement, hold a public hearing, and consider approving the Applicant's request for an additional 56 Unit Equivalents (UEs) (56,000 square feet) with a determination that 8 UEs (8,000 square feet) are undevelopable to meet a Housing Authority obligation, for a total of 48 developable UEs (48,000 square feet) to build a 20,000-square-foot ambulatory surgery center on Lot 6 (20 UEs) and 28,000-square-foot addition for support medical use on Lot 1 (28 UEs).

Description

Applicant:	Park City Hospital, represented by Lori Weston
Location:	900 Round Valley Drive
Zoning:	Community Transition (CT)
Adjacent Land Uses:	Park City Quinn's Recreation Complex, Peace House, Summit County Health Department and People's Health Clinic, United States Ski and Snowboard Association Training Facility, Physician's Holdings Medical Offices, Questar Gas regulating station, open space
Reason for Review:	MPD amendments require Planning Commission review and a finding of compliance with the Park City General Plan and the LMC

Proposal

Park City Hospital requests to amend the Intermountain Healthcare Master Planned Development (IHC-MPD) and Development Agreement to increase the density on their Medical Campus by 56 Unit Equivalents (56,000 square feet) for medical support use. On June 4, 2015, the Housing Authority required that any future density granted to the Hospital be reduced by 8 UEs (8,000 square feet) because a portion of the Hospital's affordable housing obligations satisfied a Summit County obligation (Exhibit A). As a result, the Hospital requests that the Commission approve the 56 Unit Equivalents (UEs) (56,000 square feet), determine that 8 UEs (8,000 square feet) are undevelopable to satisfy the Housing Authority, and approve 48 UEs (48,000 square feet) to the Hospital for increased density. The Hospital proposes to develop the remaining 48 UEs (48,000 square feet) as a 20,000-square-foot ambulatory surgery center on Lot 6 (20 UEs) and a 28,000-square-foot addition to the Hospital on Lot 1 (28 UEs).

Background

The Medical Campus is located in the northwest quadrant of the Quinn's Junction Intersection (HWY 40 and SR 248). On November 3, 2004, Intermountain Healthcare (IHC), the United States Ski and Snowboard Association, and Burbs, LLC, petitioned to annex 157 vacant acres in the northwest quadrant of the Quinn's Junction Intersection into the City to construct a Medical Campus. Also in November of 2004, IHC submitted a Master Planned Development (MPD) application to build a 450,000-square-foot Medical Campus on the 157 acres. On December 7, 2006, City Council approved the annexation plat (Summit County Recorder Entry No. 802746) and the 157-acre Medical Campus was annexed from unincorporated Summit County into Park City.

On January 11, 2007, City Council approved an Annexation Agreement (Agreement) that established the Community Transition District for the Medical Campus zoning (Summit County Recorder Entry No. 802747; Exhibit B). The Agreement capped build-out for the Medical Campus. The Agreement, Exhibit A, ¶ 11 states:

> The proposed total density at build-out for the Annexation area is 535,000 square feet (gross), equates to 2.64 units/acre, and consists of the following:
>
> Intermountain Healthcare Hospital: 300,000 square feet (180 UEs)[1]
>
> United States Ski and Snowboard Offices and Training Center: 85,000 square feet (85 UEs)
>
> Support Medical Office: 150,000 square feet (150 UEs)

On January 11, 2007, City Council approved a *Subdivision Plat for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility* (Summit County Recorder Entry No. 844971). On May 23, 2007, the Planning Commission approved the Intermountain Healthcare Master Planned Development (IHC-MPD). The IHC-MPD outlined the development of an eleven-lot plat, recorded as the *Subdivision Plat (Second Amended) for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility* (Summit County Recorder Entry No. 859976).[2] On May 23, 2007, the Planning Commission approved a Conditional Use Permit for phase one construction of a 122,000-square-foot hospital, 13,000 square feet of constructed and unfinished shell space, and 50,000 square feet for medical offices on Lot 1.

On October 8, 2014, the Planning Commission approved an amendment to the IHC-MPD and transferred 25,000 square feet of support medical office uses from Lot 6 to the

[1] One thousand square feet generally equals one Unit Equivalent (UE). However, to accommodate the larger hallways and other design features unique to hospital use, the Annexation Agreement and IHC-MPD calculate 1,666.67 square feet per Unit Equivalent, for a total of 300,000 square feet at 180 UEs.

[2] The Applicant donated Lot 3, a five-acre property, to the United States Ski and Snowboard Association for an 85,000-square-foot training facility, developed under a separate MPD.

Hospital on Lot 1, and 25,000 square feet of support medical office uses from Lot 8 to the Hospital on Lot 1. The Planning Commission also approved a Conditional Use Permit for phase two construction of the Hospital on Lot 1, which included an 82,000-square-foot support medical office expansion, a health education center, an expanded wellness center, additional administrative space, shell space for future short-term needs, and a 3,800-square-foot procedure center.

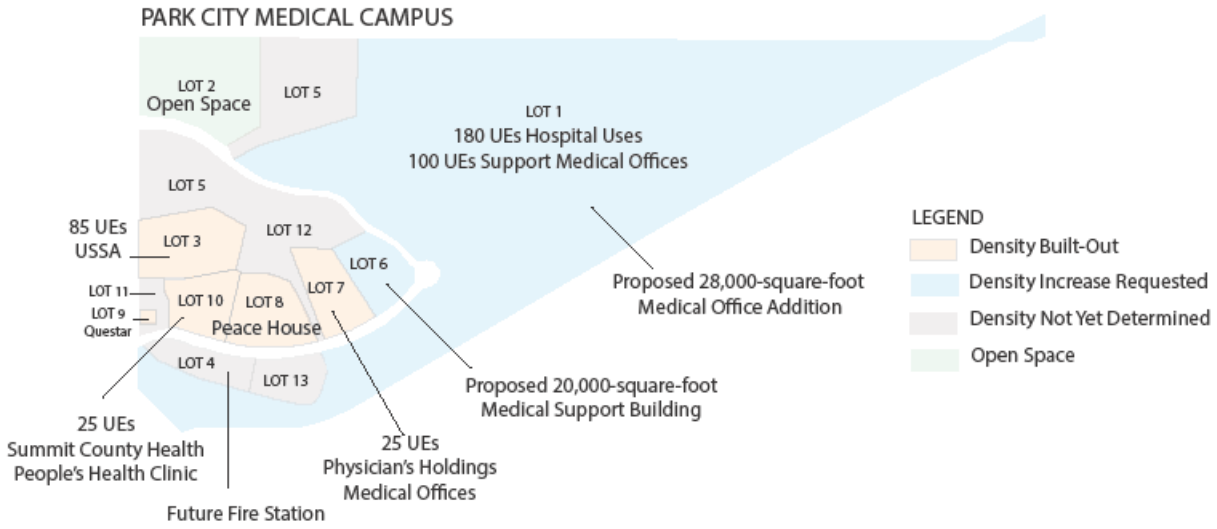
On June 4, 2015, the Park City Housing Authority approved an amended IHC Housing Mitigation Plan and the location of Peace House—a non-profit organization that helps victims of domestic violence—on Lot 8. To meet certain affordable housing requirements, IHC leased Lot 8 to Peace House for $1 per year for 40 years. The Housing Authority determined that any future increase in Density for the Medical Campus must be reduced by 8,000 square feet (8 UEs) to address the issue that a portion of the Peace House facility satisfies an affordable housing obligation for the Tanger Outlet Expansion through Summit County approvals. The Commission determined that the 37,600-square-foot Peace House facility does not count against the Medical Campus Density. On July 21, 2016, City Council approved the *Subdivision Plat (Third Amended) for the Intermountain Medical Campus/USSA Headquarters and Training Facility*, which subdivided Lot 8 into two lots, Lot 8 and Lot 12, to facilitate the location of Peace House on Lot 8 (Summit County Recorder Entry No. 1067219).

On February 5, 2018, the Applicant recorded the *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* (Summit County Recorder Entry No. 1086017).

On September 11, 2018, the City submitted an application to amend the Medical Campus plat to subdivide the City-owned Lot 4 located within the Medical Campus into two 2.5-acre lots. On November 29, 2018, City Council approved the *Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility – Fourth Amendment Amending Lot 4* subdivision plat to create a 2.5-acre Lot 4 and a 2.5-acre Lot 13 (Summit County Recorder Entry No. 1107497). A Fire Station for the Park City Fire District is proposed for Lot 4. The Commission determined that the Station Density will not be counted against the Medical Campus Density because it is a public use.

The 85,000-square-foot United States Ski and Snowboard Association facility on Lot 3 was developed under a separate Master Planned Development. The 25,000-square-foot Summit County Health and People's Health Clinic on Lot 10 and the 25,000-square-foot Physician's Holdings Medical Offices on Lot 7 were also developed under a separate MPD.

The image below illustrates the Medical Campus Density:



Of the 300,000 square feet (180 UEs) granted to the Hospital for Lot 1 hospital use, 137,800 square feet (82.68 UEs) have been developed and 162,200 square feet (97.32 UEs) remain to be developed.[3] The Applicant requests that 48 UEs of support medical use (48,000 square feet) be granted in addition to the remaining 97.32 UEs.[4]

Substantive MPD modifications require a pre-application conference with staff and a public work session with the Planning Commission. LMC § 15-6-4(I). The Applicant met with staff on Monday, June 3, 2019, for a pre-application conference. The Commission conducted a public work session with the Applicant on August 14, 2019. During the work session, the Planning Commission requested the following prior to bringing the proposed Master Planned Development Amendment before the Commission for a final determination:

- Resolve the Housing Authority obligation that future density be reduced by 8,000 square feet (8 UEs).
    - The Applicant amended their application to request the total density permitted under the Community Transition District – 56 UEs. The

[3] To accommodate unique design features of a Hospital, including enlarged hallways, one UE for hospital use was established at 1,666.67 square feet.
[4] The requested 48 UEs is for support medical use, wherein one UE equals 1,000 square feet.

Applicant agreed that to meet the Housing Authority obligation, of these 56 UEs, 8 UEs will be determined to be undevelopable. The Applicant is requesting that the remaining 48 UEs be approved for future Medical Campus development.

- Submit Design Guidelines.
    - On September 4, 2019, the Applicant submitted the *Park City Health Campus Design Guidelines*. The Medical Campus design guidelines were created on August 11, 2008 and have served as the guidelines for development up to this point and will continue to serve as the guidelines for future development (Exhibit C).
- Update the Affordable Housing Plan.
    - The additional affordable housing requirements that will be triggered if the Commission approves the additional density are discussed in Section 8 below. A requirement to amend the Affordable Housing Plan prior to future CUP approval is reflected in Condition of Approval 11.
- Submit an Open Space Analysis.
    - On September 4, 2019, the Applicant submitted an Open Space Analysis, discussed in Section 3 below (Exhibit D).
- Complete a Peak Water Demand to determine potential updates to the Water Services Agreement between the Applicant and the City.
    - The Park City Public Utilities Department calculated current and projected peak water demand. The requirement to amend the Water Services Agreement is discussed below in Section 1.

Analysis

Changes in Density within an MPD justify review of the entire MPD and Development Agreement by the Planning Commission. LMC § 15-6-4(I). The Planning Commission must make fifteen (15) findings in order to approve amendments to an MPD (LMC § 15-6-6), outlined below:

(1) THE MPD, AS CONDITIONED, COMPLIES WITH ALL THE REQUIREMENTS OF THE LAND MANAGEMENT CODE.

Community Transition District

The purpose of the Community Transition District is to:

- Encourage low-Density, public, quasi-public, and/or institutional Uses relating to community open space, recreation, sports training and Development, tourism, and community health.
- Low Density Development is to be designed to cluster Uses in the least visually sensitive Areas to maximize open space.
- Public open space and recreation Uses should be enhanced.
- Highway service commercial and regional-commercial is prohibited.
- Residential land Uses are limited.
- The visual impact of parking and parking lot lighting from the entry corridor must be minimized.

- Environmentally Sensitive Lands such as wetlands, Steep Slopes, ridgelines, wooded Areas, and Stream Corridors must be preserved and enhanced.
- Significant open space and landscape buffers must be preserved between Development and the highway corridor to preserve Park City's scenic entry corridor.
- Transit-oriented Development and Uses are encouraged.
- Linkages to the broader community open space and trail network are promoted.
- Development of high-quality public places such as parks, trails, and recreation facilities are encouraged.
- Development which preserves the natural setting to the greatest extent possible is encouraged.
- Curb cuts, driveways, and Access points to the highway must be minimized.
- Sustainability, conservation, and renewable energy are encouraged. LMC § 15-2.23-1.

Conditional Uses in the Community Transition District
An MPD can only contain Uses that are Permitted or Conditional in the zone in which it is located. LMC § 15-6-3. A General Acute Hospital and Alternative Professional Health-related Services are Conditional Uses within the Community Transition District. LMC § 15-2.23-2(C). If the Commission approves the Hospital's Density request, the Hospital must secure a Conditional Use Permit prior to constructing the 20,000-square-foot ambulatory surgery center and the 28,000-square-foot support medical office addition to the Hospital, as outlined in Condition of Approval 4.

Water Service Agreement
Prior to final approval of an MPD that is subject to an Annexation Agreement, the Commission must make findings that the project is consistent with the Annexation Agreement. LMC § 15-6-4(K). Section 8 of the Annexation Agreement states that the agreed projected peak daily water demand for the Medical Campus is 101,528 gallons per day at full build out. The Annexation Agreement continues: "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 . . ."

On May 6, 2008, IHC Health Services, Inc. entered into a Water Service Agreement with Park City. The Water Service Agreement caps the IHC projected peak water demand at 105,516 gallons per day for health care, medical support, and related facilities on the Intermountain Healthcare Property. The Water Service Agreement contemplates development on Lots 1, 6, 7, and/or 8. The Hospital is located on Lot 1. A 20,000-square-foot ambulatory surgery center is proposed to be located on Lot 6. Physicians Holdings Medical Support Offices are located on Lot 7. Peace House is located on Lot 8.

The Park City Public Utilities Department calculated that the current peak water demand for the Medical Campus—and the projected peak water demand if the additional 48,000 square feet of support medical use are granted—will total approximately 116,343 gallons per day. As a result, the Water Service Agreement will need to be amended to

accommodate the increased water use prior to a Conditional Use Permit to construct the additional Density. This requirement is reflected in Condition of Approval 4.

Community Transition District Density Bonus
The base density for the Community Transition District is one (1) unit per twenty (20) acres. To increase density to a maximum of three (3) units per twenty (20) acres, the Applicant must provide:

- Eighty percent of the Site as open space
- A 300' Frontage Protection Zone no-build setback
- 60% of required parking in structured/tiered lots to limit visibility
- Public transit facilities
- Enhanced public benefit dedication
- Public trails and pedestrian improvements
- Sensitive lands overlay
- Affordable housing
- Sustainable-green development design

These requirements are discussed in detail below.

(2) THE MPD, AS CONDITIONED, MEETS THE MINIMUM REQUIREMENTS OF LMC 15-6-5, INCLUDING DENSITY, SETBACKS, OPEN SPACE, OFF-STREET PARKING, BUILDING HEIGHT, SITE PLANNING, LANDSCAPE AND STREETSCAPE, SENSITIVE LANDS COMPLIANCE, EMPLOYEE/AFFORDABLE HOUSING, CHILD CARE, MINE HAZARDS, HISTORIC MINE WASTE MITIGATION, GENERAL PLAN REVIEW, AND HISTORIC SITES.

I. DENSITY

The maximum Density and type of Development permitted on a given Site cannot exceed the maximum Density in the zone. LMC § 15-6-3. The Site must be looked at in its entirety and Density must be located in the most appropriate locations. LMC § 15-6-3. The base Density of the Community Transition District is one (1) unit per twenty (20) acres. The base Density of the Community Transition District may increase up to three (3) units per twenty (20) acres, provided that all Density bonus requirements set forth in the LMC § 15-2.23-4 are met.

The Medical Campus MPD includes157 acres and is located in the Community Transition District. The maximum bonus Density for the 157-acre Medical Campus totals 471 Unit Equivalents (UEs). The Annexation Agreement and IHC-MPD established a total of 415 UEs at build-out, which equates to 2.64 UEs per acre. There are 56 remaining UEs under the zone maximum, subject to the bonus requirements.

The Applicant requests that the 56 remaining UEs (56,000 square feet for support medical use) be granted to the Hospital with a determination that 8 UEs (8,000 square feet) are undevelopable as a result of a Park City Housing Authority determination, as described above and outlined in Condition of Approval 1.

The Commission may approve a total of 48 developable UEs, or 48,000 square feet for support medical office space. The Density bonus of an additional 48 UEs will total 423 UEs for the Medical Campus, which equates to 2.7 UEs per acre. The Applicant proposes that 20,000 square feet be granted for Lot 6 to build an ambulatory surgery center and 28,000 square feet be granted for Lot 1 to build support medical office space. This is reflected in Condition of Approval 2.

II. SETBACKS

To obtain a Density bonus in the Community Transition District, the MPD must include a three hundred foot (300') Frontage Protection Zone no-build Setback from the closest edge of the highway Right-of-Way. The Medical Campus complies with the Setback requirements and the additional Density must also comply with the Setback requirements as outlined in Condition of Approval 5.

III. OPEN SPACE

See Section 3 Below

IV. OFF-STREET PARKING

See Section 10 Below

V. BUILDING HEIGHT

The Building Height requirements of the Community Transition District shall apply, except that the Planning Commission may consider an increase in Building Height based upon a Site specific analysis and determination. LMC § 15-6-5(F). The maximum Building Height for the Community Transition District is twenty-eight feet (28') from Existing Grade. LMC § 15-2.23-5. Building Height will be determined at the time of a Conditional Use Permit, as outlined in Condition of Approval 6.

VI. SITE PLANNING

A site plan must take into consideration the characteristics of the Site and shall be designed to fit the Site, not the Site to fit the project. LMC § 15-6-5(G). Requirements include clustering of UEs on the most developable and least visually sensitive portions of the Site; minimization of Grading; roads, utility lines, and Buildings located to work with Existing Grade; incorporation of trails into open space elements; adequate internal vehicular and pedestrian/bicycle circulation; adequate space for snow removal and storage; trash storage and collection and recycling facility location and design; transportation amenities; and service and delivery access and loading/unloading areas.

These factors shall be addressed at the time of a Conditional Use Permit to construct the Density bonus, as outlined in Condition of Approval 7.

VII. LANDSCAPE AND STREETSCAPE

A landscape plan shall comply with all criteria and requirements of LMC § 15-5-5(M). All noxious weeds, as identified by Summit County, shall be removed from the Property in

accordance with the Summit County Weed Ordinance prior to issuance of Certificates of Occupancy. These factors shall be addressed at the time of a Conditional Use Permit application to construct the Density bonus, as outlined in Condition of Approval 8.

VIII. SENSITIVE LANDS COMPLIANCE

See Section 9 Below

IX. EMPLOYEE/AFFORDABLE HOUSING

See Section 8 Below

X. CHILD CARE

A Site designated and planned for a Child Care Center may be required for all new single and multi-family housing projects. There is no proposed residential development for the Medical Campus.

XI. MINE HAZARDS

There are no known mine hazards on the 157-acre campus.

XII. HISTORIC MINE WASTE MITIGATION

There is no known mine waste on the 157-acre campus.

XIII. GENERAL PLAN REVIEW

All MPD applications shall be reviewed for consistency with the goals and objectives of the Park City General Plan; however, such review for consistency shall not alone be binding. LMC § 15-6-5(N).

A Density bonus on the Medical Campus site complies with the following General Plan Goals:

Goal 1: Park City will protect undeveloped lands, discourage sprawl, and direct growth inward to strengthen existing neighborhoods. Objective 1A: Direct complimentary land use and development into existing neighborhoods that have available infrastructure and resource capacity.

Containing density within the Medical Campus collocates public health facilities where available infrastructure and resource capacity exist.

Goal 4: Open Space – Conserve a connected, healthy network of open space for continued access to and respect for the natural setting.

The Medical Campus will preserve 84.31% of the Open Space on the site at full build-out.

Goal 12: Foster diversity of jobs to provide greater economic stability and new opportunities for employment in Park City. Objective 12A: Retain and expand existing

Park City businesses. 12B: Improve the balance of jobs-to-housing ratio in Park City through efforts to attract higher paying jobs and workforce housing strategies.

Additional Density for the ambulatory center and increased support medical office space will allow the Hospital to expand services and will create new local jobs. Affordable Housing obligations will provide opportunities for Hospital employees to live in the community.

Goal 14: Living within Limits – The future of the City includes limits (ecological, qualitative, and economic) to foster innovative sustainable development, protect the community vision, and prevent negative impacts to the region. Objective 14A: Provide reliable public resources to ensure the health, welfare, and safety or residents and visitors.

The Hospital provides important public health services for residents and visitors.

XIV. HISTORIC SITES

There are no known Historic Sites on the 157-acre campus.

(3) THE MPD, AS CONDITIONED, PROVIDES THE HIGHEST VALUE OF OPEN SPACE, AS DETERMINED BY THE PLANNING COMMISSION.

To obtain a Density bonus in the Community Transition District, the MPD must provide eighty percent (80%) Open Space on the Project Site. LMC § 15-2.23-4(B)(1).On September 4, 2019, the Applicant submitted an Excel Spreadsheet analyzing Open Space at full build-out (Exhibit D). The Applicant calculated the square footage for each lot, building footprint, and parking and roadways. At full build-out, the Medical Campus will preserve 84.31% of the Open Space on site, as reflected in Condition of Approval 9.

(4) THE MPD, AS CONDITIONED, STRENGTHENS AND ENHANCES THE RESORT CHARACTER OF PARK CITY.

At the time of annexation in 2007, the Applicant donated Lot 3, a five-acre Lot within the Medical Campus, to the United States Ski and Snowboard Association for construction of an 85,000-square-foot Center of Excellence training facility. The Applicant also donated the fifteen-acre Lot 5 to Park City to be used for open space and public recreation.

The Medical Campus provides important public health services for the resort community and guests and contains the Summit County People's Health Clinic on Lot 10, Peace House—a non-profit organization to help victims of domestic violence—on Lot 8, and the Hospital facility, the closest Hospital for Park City residents and guests. Eventually, the Medical Campus will also be the location of a Fire Station for the Park City Fire District. The collocation of these public services strengthens and enhances the resort character of the community.

(5) THE MPD, AS CONDITIONED, COMPLIMENTS THE NATURAL FEATURES ON THE SITE AND PRESERVES SIGNIFICANT FEATURES OR VEGETATION TO THE EXTENT POSSIBLE.

The Medical Campus is located within the Quinn's Junction Neighborhood and is subject to the Quinn's Junction Joint Planning Commission Principles, outlined in the General Plan, Volume II, p. 264-265. These principles require that the Medical Campus apply Sensitive Land standards to incorporate and preserve important topographical features, natural areas and view sheds, and be of a scale and scope consistent with the primary goal of preserving the function and aesthetics of the important resort entry corridor. This is reflected in Condition of Approval 10.

(6) THE MPD, AS CONDITIONED, IS COMPATIBLE IN USE, SCALE, AND MASS WITH ADJACENT PROPERTIES, AND PROMOTES NEIGHBORHOOD COMPATIBILITY, AND HISTORIC COMPATIBILITY, WHERE APPROPRIATE, AND PROTECTS RESIDENTIAL NEIGHBORHOODS AND USES.

The Medical Campus is contained in the northwest quadrant of the Quinn's Junction Intersection (HWY 40 and SR 248) and is compatible with the uses in the Quinn's Junction area. The land to the east of the Medical Campus across Highway 40 is located within unincorporated Summit County and is zoned Service Commercial for light and custom manufacturing, repair, storage, and support service uses for the resort and residents. Summit County Code § 10-2-8. The land to the southeast of the Medical Campus across SR 248 is the Film Studio. Directly south of the Medical Campus is the Park City Quinn's Junction Recreation Complex. The land to the west of the Medical Campus is open space. The Medical Campus is not adjacent to Historic or residential uses.

(7) THE MPD, AS CONDITIONED, PROVIDES AMENITIES TO THE COMMUNITY SO THAT THERE IS NO NET LOSS OF COMMUNITY AMENITIES.

The Medical Campus provides important public health and safety amenities to the community. No community amenities will be lost as a result of the increased Density; rather the public health and safety service capacity will be increased.

(8) THE MPD, AS CONDITIONED, IS CONSISTENT WITH THE AFFORDABLE HOUSING REQUIREMENTS, RESOLUTION 03-2017.

Pursuant to Affordable Housing Resolution 03-2017, Affordable Housing obligations are measured in Affordable Unit Equivalents (AUEs). One AUE constitutes a two-bedroom unit with 900 square feet of Net Livable Space (interior living area). To formulate the required AUE obligation pursuant to Resolution 03-2017, the Affordable Housing Department (1) determines to the total density of the project, (2) calculates the employees generated as a result of the density, (3) establishes 20% of the total employees generated, and (4) divides 20% of the total employees generated by 1.5 to account for the average number of jobs per household. To obtain a Density bonus in the Community Transition District, the Applicant must provide an additional ten percent (10%) Affordable Housing commitment beyond that required by Resolution 03-2017.

Housing has determined that 48,000 square feet of additional Density generates 139.2 medical professional employees (2.9 employees per 1,000 square feet). The Applicant must provide Affordable Unit Equivalents for 20% of this number (27.84), divided by 1.5 for the average number of jobs per household (18.56). The additional ten percent (10%)

required to obtain a density bonus is 1.86 Affordable Unit Equivalents for a total obligation of 20.42 AUEs. The AUE obligation is outlined in the table below:

Medical Profession Employees Generated – 2.9 per 1,000 square feet	139.2
20% of Employees Generated (x 20%)	27.84
Divided by 1.5 for Average Jobs Per Household (÷ 1.5)	18.56
Increased by 10% for Density Bonus (x 10%)	1.86
Total Affordable Unit Equivalent Obligation	**20.42**

The total AUE obligation and requirement to amend the Housing Mitigation Plan is outlined in Condition of Approval 11.

(9) THE MPD, AS CONDITIONED, MEETS THE SENSITIVE LANDS REQUIREMENTS 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.

The purpose of the Sensitive Lands Overlay is to require dedicated Open Space in aesthetically and environmentally sensitive areas, encourage preservation of large expanses of Open Space and wildlife habitat; cluster Development while allowing a reasonable use of the property; prohibit Development on Ridge Line Areas, Steep Slopes, and wetlands; and protect and preserve environmentally sensitive land. LMC § 15-2.21-1.

The Medical Campus is located within the Quinn's Junction Study Area and is subject to the Quinn's Junction Joint Planning Commission Principles, which require Development that is sensitive to the environmental features of the Site. This requirement is addressed in Condition of Approval 10.

(10) THE MPD, AS CONDITIONED, PROMOTES THE USE OF NON-VEHICULAR FORMS OF TRANSPORTATION THROUGH DESIGN AND BY PROVIDING TRAIL CONNECTIONS.

To qualify for the Density bonus of three (3) UEs per acre in the Community Transition District, the Applicant must include construction of a public transit hub facility on Site. LMC § 15-2.23-4(A)(4). Park City Transit offers Dial-a-Ride service to the Medical Campus. The Transportation Department is investigating a potential fixed route to the Medical Campus. The Applicant and the Transportation Department propose enhancement of the existing transit stop to accommodate regular transit service, as described in Condition of Approval 12.

The Applicant submitted a Traffic Study conducted by Fehr and Peers (Exhibit E). While the study does not recommend any changes to accommodate increased traffic with increased density, the Traffic Study recommends that the Applicant develop a

Transportation Management Plan. The Applicant proposes a Transportation Management Plan with three elements in order to reduce vehicle trips and parking: (1) an employee vanpool; (2) an end-of-trip bike facility; and (3) an employee transportation coordinator. Condition of Approval 13 requires that the Applicant complete the Transportation Management Plan for approval by the Transportation Planning Manager prior to submitting an application for a Conditional Use Permit.

To provide trail connections across the Medical Campus, on April 12, 2017, the Applicant recorded a Declaration and Grant of Trail Easement for a non-vehicular, non-motorized, recreational, pedestrian path and trail for the use and benefit of the public (Summit County Recorder Entry No. 01067218).

Parking
The Applicant submitted a parking study completed by Fehr and Peers that proposes reduced parking for new development on the Medical Campus as a result of shared and underutilized parking (Exhibit F). The Planning Department has reviewed the parking analysis and recommends that the Commission consider reducing required parking for additional Density at the time of the Conditional Use Permit, subject to completion and implementation of the enhanced transit stop and Transportation Management Plan, as approved by the Transportation Planning Manager. LMC § 15-6-5(E)(1). Potential reduction in parking is addressed in Condition of Approval 13.

(11) THE MPD HAS BEEN NOTICED AND A PUBLIC HEARING HELD IN ACCORDANCE WITH THE LAND MANAGEMENT CODE.

Courtesy notice for the public hearing was (1) mailed to property owners within 300 feet on September 25, 2019; (2) posted on 900 Round Valley Drive on September 25, 2019; (3) published in the *Park Record* on September 25, 2019; (4) published on the Utah Public Notice Website and the Park City Municipal website on September 20, 2019; and (5) posted in three public places on September 20, 2019. The Commission will conduct a public hearing on October 9, 2019.

(12) THE MPD, AS CONDITIONED, INCORPORATES BEST PLANNING PRACTICES FOR SUSTAINABLE DEVELOPMENT, INCLUDING WATER CONSERVATION MEASURES AND ENERGY EFFICIENT DESIGN AND CONSTRUCTION, PER THE RESIDENTIAL AND COMMERCIAL ENERGY AND GREEN BUILDING PROGRAM AND CODES ADOPTED BY THE PARK CITY BUILDING DEPARTMENT IN EFFECT AT THE TIME OF THE APPLICATION.

On August 14, 2019, the Planning Commission requested that the Applicant submit Design Guidelines for the Medical Campus. On September 4, 2019, the Applicant submitted the Park City Health Campus Design Guidelines (Exhibit C). These Guidelines outline careful ecological integration to preserve open space and wetlands. The Design Guidelines incorporates design that could achieve a LEED Certified level of performance.

(13) THE MPD, AS CONDITIONED, ADDRESSES AND MITIGATES PHYSICAL MINE HAZARDS ACCORDING TO ACCEPTED CITY REGULATIONS AND POLICIES.

There are no known physical mine hazards on the Medical Campus.

(14) THE MPD, AS CONDITIONED, ADDRESSES AND MITIGATES HISTORIC MINE WASTE AND COMPLIES WITH THE REQUIREMENTS OF THE PARK CITY SOILS BOUNDARY ORDINANCE.

There is no known historic mine waste on the Medical Campus. The Medical Campus is located outside the Soil Ordinance Zone.

(15) THE MPD, AS CONDITIONED, ADDRESSES HISTORIC STRUCTURES AND SITES ON THE PROPERTY, ACCORDING TO ACCEPTED CITY REGULATIONS AND POLICIES, AND ANY HISTORIC PRESERVATION PLAN.

There are no known historic structures or sites on the Medical Campus.

Any portion of an approved MPD may require additional review by the Planning Department and/or Planning Commission as a Conditional Use permit, if so required by the Planning Commission at the time of MPD approval. LMC § 15-6-4(J).

Conclusion

The Applicant's request for an additional 56 Unit Equivalents (UEs) (56,000 square feet) with a determination that 8 UEs (8,000 square feet) are undevelopable to meet a Housing Authority obligation, for a total of 48 developable UEs (48,000 square feet) to build a 20,000-square-foot ambulatory surgery center on Lot 6 (20 UEs) and 28,000-square-foot addition for support medical use on Lot 1 (28 UEs) is a Conditional Use that complies with the Community Transition District, the Land Management Code Master Planned Development, the General Plan, and the Annexation Agreement and Development Agreement requirements.

Notice

Courtesy notice for the public hearing was (1) mailed to property owners within 300 feet on September 25, 2019; (2) posted on 900 Round Valley Drive on September 25, 2019; (3) published in the *Park Record* on September 25, 2019; (4) published on the Utah Public Notice Website and the Park City Municipal website on September 20, 2019; and (5) posted in three public places on September 20, 2019.

Public Input

No public input had been provided at the time this report was published.

Actions

- The Planning Commission may approve the requested MPD amendments as outlined in the written findings of fact, conclusions of law, and conditions of approval;
- The Planning Commission may continue the requested MPD amendments to a date certain and direct staff to conduct further research and analysis;
- The Planning Commission may deny the requested MPD amendments and direct staff to complete a written finding.

Summary Recommendations

Staff recommends that the Commission review the proposed amendment to the Intermountain Healthcare Master Planned Development (IHC-MPD), hold a public hearing, and consider approving the Applicant's request for an additional 56 Unit Equivalents (UEs) (56,000 square feet) pursuant to the Community Transition Zoning District, with a determination that 8 UEs (8,000 square feet) are undevelopable to meet a Housing Authority obligation, for a total of 48 developable UEs (48,000 square feet) for a 20,000-square-foot ambulatory surgery center on Lot 6 and a 28,000-square-foot addition for support medical use on Lot 1.

Findings of Fact

1. The Medical Campus is located in the northwest quadrant of the Quinn's Junction Intersection (HWY 40 and SR 248).
2. On November 3, 2004, Intermountain Healthcare (IHC), the United States Ski and Snowboard Association, and Burbs, LLC, petitioned to annex 157 vacant acres into the City to construct a Medical Campus.
3. In November of 2004, IHC submitted a Master Planned Development (MPD) application to build a 450,000-square-foot Medical Campus on the 157 acres.
4. On December 7, 2006, City Council approved an annexation plat (Summit County Recorder Entry No. 802746) and the 157-acre Medical Campus was annexed from unincorporated Summit County into Park City.
5. On January 11, 2007, City Council approved an Annexation Agreement (Agreement) that established the Community Transition District for the Medical Campus zoning (Summit County Recorder Entry No. 802747).
6. The Agreement capped build-out for the Medical Campus. Agreement, Exhibit A, ¶ 11 states: The proposed total density at build-out for the Annexation area is 535,000 square feet (gross), equates to 2.64 units/acre, and consists of the following: Intermountain Healthcare Hospital: 300,000 square feet (180 UEs – 1 UE equals 1,666.67 square feet for hospital use); United States Ski and Snowboard Offices and Training Center: 85,000 square feet (85 UEs); Support Medical Office: 150,000 square feet (150 UEs).
7. On January 11, 2007, City Council approved a *Subdivision Plat (Amended) for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility* (Summit County Recorder Entry No. 844971).
8. On July 31, 2008, City Council approved a *Subdivision Plat (Second Amended) for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility* (Summit County Recorder Entry No. 859976).
9. The Applicant donated Lot 3, a five-acre property, to the United States Ski and Snowboard Association for an 85,000-square-foot training facility, developed under a separate MPD.
10. On May 23, 2007, the Planning Commission approved the Intermountain Healthcare Master Planned Development (IHC-MPD).
11. On May 23, 2007, the Planning Commission approved a Conditional Use Permit for phase one construction of a 122,000-square-foot hospital, 13,000 square feet of constructed and unfinished shell space, and 50,000 square feet for medical offices on Lot 1.

12. On October 8, 2014, the Planning Commission approved an amendment to the IHC-MPD and transferred 25,000 square feet of support medical office uses from Lot 6 to the Hospital on Lot 1, and 25,000 square feet of support medical office uses from Lot 8 to the Hospital on Lot 1.
13. On October 8, 2014, the Planning Commission approved a Conditional Use Permit for phase two construction of the Hospital on Lot 1, which included an 82,000-square-foot support medical office expansion, a health education center, an expanded wellness center, an additional administrative space, shell space for future short-term needs, and a 8,300-square-foot procedure center.
14. On June 4, 2015, the Park City Housing Authority approved an amended IHC Housing Mitigation Plan and the location of Peace House—a non-profit organization that helps victims of domestic violence—on Lot 8. To meet certain affordable housing requirements, IHC leased Lot 8 to Peace House for $1 per year for 40 years. The Housing Authority determined that any future increases in Density for the Medical Campus must be reduced by 8,000 square feet (8 UEs) to address the issue that a portion of the Peace House facility satisfies an affordable housing obligation for the Tanger Outlet Expansion through Summit County approvals.
15. On July 21, 2016, City Council approved the *Subdivision Plat (Third Amended) for the Intermountain Medical Campus/USSA Headquarters and Training Facility*, which subdivided Lot 8 into two lots, Lot 8 and Lot 12, to facilitate the location of Peace House on Lot 8 (Summit County Recorder Entry No. 1067219).
16. On February 5, 2018, the Applicant recorded the *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* (Summit County Recorder Entry No. 1086017).
17. On November 29, 2018, City Council approved the *Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility – Fourth Amendment Amending Lot 4* subdivision plat to create a 2.5-acre Lot 4 and a 2.5-acre Lot 13 (Summit County Recorder Entry No. 1107497). A Fire Station for the Park City Fire District is proposed for Lot 4.
18. The Medical Campus MPD includes 157 acres and is located in the Community Transition District.
19. A Density bonus of up to three units per acre may be obtained in the Community Transition District if the requirements outlined in LMC § 15-2.23-4 are met.
20. The Annexation Agreement and IHC-MPD established a total of 415 UEs at build-out, which equates to 2.64 UEs per acre.
21. There are 56 remaining UEs for the Medical Campus under the Density bonus of three units per acre pursuant to LMC § 15-2.23-4 requirements.
22. The Applicant requests an additional 56 UEs for support medical use. One UE for support medical use equates to 1,000 square feet, for a total of 56,000 square feet.

23. Eight UEs (8,000 square feet) are undevelopable to meet a Housing Authority obligation.
24. Forty-eight UEs are developable (48,000 square feet). The Applicant proposes to build a 20,000-square-foot ambulatory surgery center on Lot 6 and a 28,000-square-foot addition to the Hospital on Lot 1.
25. The 85,000-square-foot United States Ski and Snowboard Association facility on Lot 3 was developed under a separate Master Planned Development. The 25,000-square-foot Summit County Health and People's Health Clinic on Lot 10 and the 25,000-square-foot Physician's Holdings Medical Offices on Lot 7 were also developed under a separate MPD.
26. The Commission determined that the 37,600-square-foot Peace House facility Density does not count against the Medical Campus Density.
27. The Commission determined that the future Park City Fire District Station on Lot 4 will not count against the Medical Campus Density.
28. Of the 300,000 square feet (180 UEs) granted to the Hospital for Lot 1 hospital use at 1,666.67-square-feet per UE, 137,800 square feet (82.68 UEs) have been developed and 162,200 square feet (97.32 UEs) remain to be developed.
29. The Applicant submitted the *Park City Health Campus Design Guidelines*, created on August 11, 2008.
30. The Applicant submitted an Open Space Analysis, demonstrating that 84.31% of the Medical Campus will be preserved as open space at full build-out.
31. The Medical Campus projected peak water demand will most likely exceed the Water Services Agreement.

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 LMC 15-6-5;
3. The MPD, as conditioned, provides the highest value of Open Space, as determined by the Planning Commission;
4. The MPD, as conditioned, strengthens and enhances the resort character of Park City;
5. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
6. The MPD, as conditioned, is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where appropriate, and protects residential neighborhoods and Uses;
7. The MPD, as conditioned, provides amenities to the community so that there is no net loss of community amenities;
8. The MPD, as conditioned, is consistent with the Affordable Housing requirements, Resolution 03-2017;
9. The MPD, as conditioned, meets the Sensitive Lands requirements 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;
10. The MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; and

11. The MPD has been noticed and a public hearing held in accordance with the Land Management Code;
12. The MPD, as conditioned, incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application;
13. The MPD, as conditioned, addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies;
14. The MPD, as conditioned, addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance;
15. The MPD, as conditioned, addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any Historic Preservation Plan.

Condition of Approval

1. Of the 56 requested UEs, 8 UEs (8,000 square feet) are undevelopable to satisfy the June 4, 2015 Housing Authority requirement that future density be reduced because a portion of Peace House affordable housing obligations satisfied a Summit County obligation.
2. The remaining 48 UEs (48,000 square feet) may be allocated with 20 UEs (20,000 square feet) to Lot 6 to build an ambulatory surgery center and 28 UEs (28,000 square feet) to Lot 1 to build an addition to the Hospital.
3. Development of the 20,000-square-foot ambulatory surgery center and the 28,000-square-foot support medical office addition to the Hospital shall require a Conditional Use Permit.
4. Prior to applying for a Conditional Use Permit, the Applicant shall work with the City to establish the peak water demand for the existing and increased density and shall enter into an amended Water Service Agreement, to be approved by the Public Utilities Director and City Attorney.
5. Any future development shall retain at least eighty percent of the Site as open space; comply with the 300' Frontage Protection Zone no-build setback; provide 60% of required parking in structure/tiered lots to limit visibility; provide an enhanced public transit facility; honor the *Declaration and Grant of Trail Easement* (Summit County Recorder Entry No. 1067218); protect sensitive lands from development; comply with affordable housing obligations; and develop sustainable-green buildings as required under LMC § 15-2.23-4.
6. The Building Height requirements of the Community Transition District shall apply, except that the Planning Commission may consider an increase in Building Height based upon a Site specific analysis and determination. The maximum Building Height for the Community Transition District is twenty-eight feet (28') from Existing Grade. Building Height will be determined at the time of a Conditional Use Permit.
7. A Site plan must take into consideration the characteristics of the Site and shall be designed to fit the Site, not the Site to fit the project. Requirements include clustering of UEs on the most developable and least visually sensitive portions of

the Site; minimization of Grading; roads, utility lines, and Buildings located to work with Existing Grade; incorporation of trails into open space elements; adequate internal vehicular and pedestrian/bicycle circulation; adequate space for snow removal and storage; trash storage and collection and recycling facility location and design; transportation amenities; and service and delivery access and loading/unloading areas.

8. A landscape plan shall comply with all criteria and requirements of LMC § 15-5-5(M). All noxious weeds, as identified by Summit County, shall be removed from the Property in accordance with the Summit County Weed Ordinance prior to issuance of Certificate of Occupancy. These factors shall be addressed at the time of a Conditional Use Permit.
9. At full build-out, the Medical Campus shall provide eighty percent (84.32%) Open Space.
10. Additional Density shall comply with the Quinn's Junction Joint Planning Commission Principles outlined in the General Plan, Volume II, p. 264-265 and shall apply Sensitive Lands standards to incorporate and preserve important topographical features, natural areas, and view sheds, and be of a scale and scope consistent with the primary goal of preserving the function and aesthetics of the important resort entry corridor.
11. The total AUE obligation for the additional 48 UEs (48,000 square feet) is 20.42 Affordable Unit Equivalents. Prior to submitting a Conditional Use Permit, the Applicant shall amend the Housing Mitigation Plan, as approved by the City, to satisfy this additional obligation.
12. The Applicant has committed to enhance the existing transit stop to accommodate regular transit service. The transit stop enhancement plan shall be approved by the Transportation Planning Manager prior to submitting an application for a Conditional Use Permit.
13. The Applicant has proposed reduced parking. The Applicant shall submit a Transportation Management Plan with at least three elements prior to submitting an application for a Conditional Use Permit. The Transportation Management Plan shall address (1) an employee vanpool, (2) an end-of-trip bike facility, and (3) an employee transportation coordinator, to be approved by the Transportation Planning Manager, in order for the Commission to consider reduced parking.
14. The 48 UEs shall be built with careful ecological integration to preserve open space and wetlands pursuant to the *Park City Health Campus Design Guidelines* developed in 2008 for the Medical Campus.
15. All future development shall be subject to the *Park City Health Campus Design Guidelines*.
16. The *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* (Summit County Recorder Entry No. 1086017), recorded on February 5, 2018, shall be amended to reflect the increased density within six months from the date of Commission approval.

EXHIBIT A – June 4, 2015 Housing Authority Determination
EXHIBIT B – Development Agreement | Annexation Agreement | Prior Approvals
EXHIBIT C – Park City Health Campus Design Guidelines
EXHIBIT D – Applicant's Open Space Analysis
EXHIBIT E – Fehr and Peers Park City Hospital Traffic Study
EXHIBIT F – Fehr and Peers Park City Hospital Parking Study

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

FEE EXEMPT
UTAH CODE ANNOTATED § 11-13-102

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 SVRL

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 #IHPCMC-1-2AM, #IHPCMC-2-2AM and #IHPCMC-(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

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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 176

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, Mayor

ATTEST:

By: _____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

_____
Polly Samuels McLean, 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

_____
By:

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

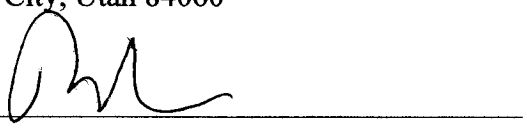
On this 15 day of December, 2017, Clayl Ashdown personally appeared before me, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the Vice President of IHC Health Services, Inc., a Utah non-profit corporation, 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.

_____
Notary Public

DIANE MCDERMAID
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 08/14/2021
Commission # 696158

OWNER LOT 7:

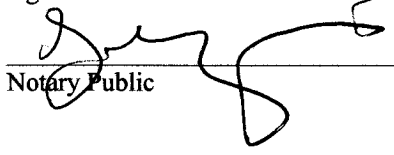
Physicians Holding Inc.
2984 Estates Drive
Park City, Utah 84060



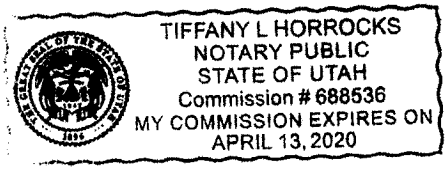
By:

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

On this 12 day of December, 2017, William Pidwell 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 Manager of Physicians Holding, 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.



Notary Public



OWNER LOTS 4 AND 5:

Park City Municipal Corporation
PO Box 1480
Park City, Utah 84060

_____

By:

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

On this ____ day of _____, 2017, _____ 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 _____ of Park City Municipal Corporation, and that said document was signed by him/her on behalf of said corporation by authority of its Bylaws and he/she acknowledged to me that he/she executed this Development Agreement for the Intermountain Healthcare Master Planned Development.

_____
Notary Public

GREAT BASIN ENGINEERING

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°13'24" East 2681.55 feet to the West 1/4 corner of said Section and North 0°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°53'49" and Long Chord bears North 25°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°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°15'45" and Long Chord bears South 24°52'48" East 105.70 feet) to the West line of said section 35; thence South 0°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°05'19" and Long Chord bears South 27°52'06" East 2054.35 feet); (2) South 30°24'46" East 2322.73 feet; (3) South 26°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°21'46" and Long Chord bears South 17°23'53" East 327.39 feet); (5) South 0°10'40" West 547.99 feet; (6) South 11°42'02" East 93.76 feet; and (7) South 45°02'39" West 361.61 feet to the South line of said Section 35; thence North 89°52'38" West 637.56 feet; thence North 0°06'18" East 275.97 feet; thence North 9°38'40" West 300.10 feet; thence North 77°16'12" West 260.51 feet; thence South 30°14'06" West 224.55 feet; thence South 9°38'40" East 440.73 feet to said South line of Section 35; thence North 89°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
ROS
US
CT
12
LOT 3
LOT
POS
MPD

IHC Annexation and Master Planned Development Density Summary

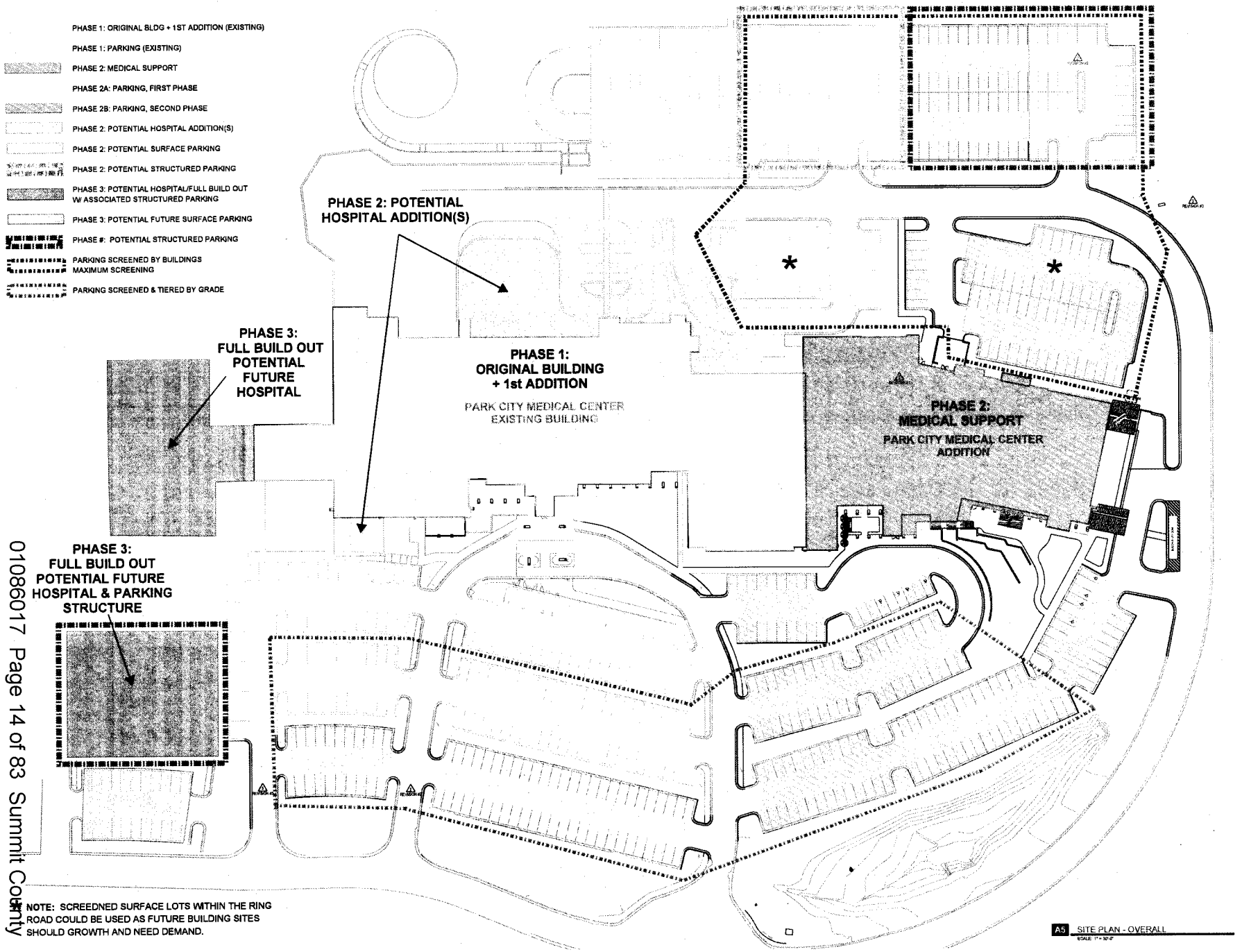
Density of IHC Annexation/ MPD	Approved per Annexation/MPD and 1st MPD Amendment	Approved per 2nd MPD Amendment	Built or under construction	Remaining to be built (as of 7/17)
Hospital Uses On Lot 1	300,000 square feet (SF) (180 unit equivalent (UE))*	No change in Hospital uses or UE.	137,800 SF (82.68 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 1st 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



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

VCBO ARCHITECTURE

ZGF

REV	DATE	DESCRIPTION
1	2014-08-15	BP #1-ADD 1
2	2014-08-25	REVISION #2

VCBO NUMBER: 13830
CLIENT NUMBER: 00000
DATE: 08-01-2014

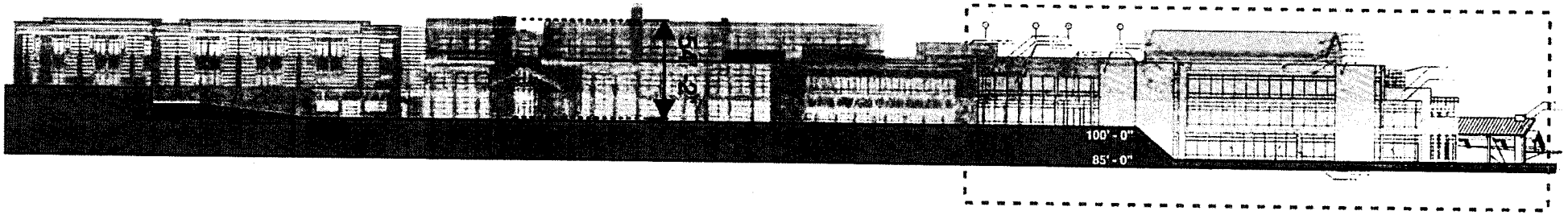
INTERMOUNTAIN PARK CITY MEDICAL CENTER EXPANSION

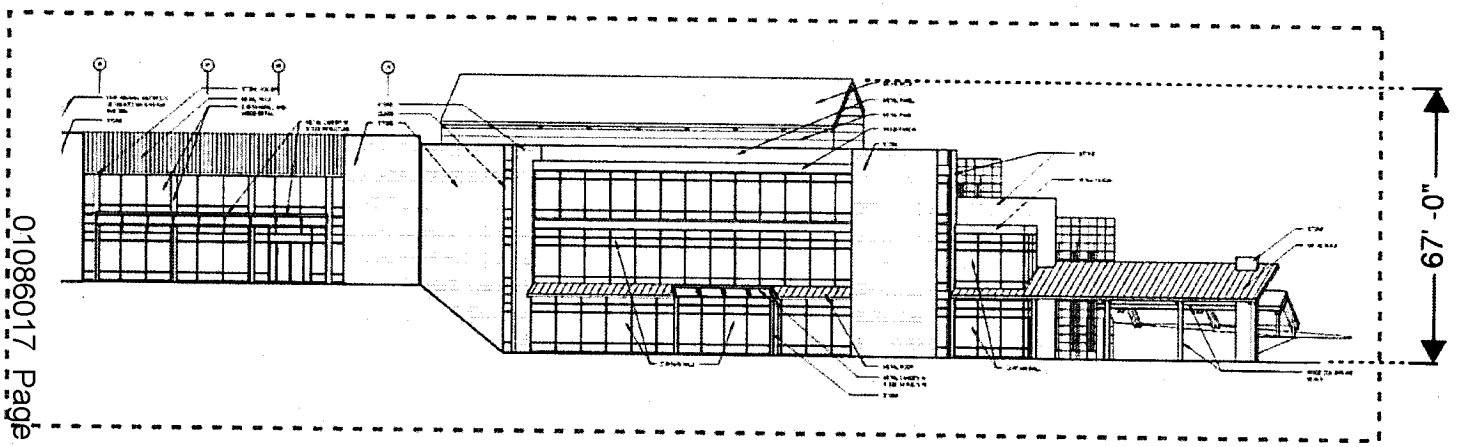
INTERMOUNTAIN HEALTHCARE
900 ROUND VALLEY DR, PARK CITY, UT 84060
BID PACKAGE #1

OVERALL SITE PLAN

AS101

INTERMOUNTAIN PKMC HOSPITAL EXPANSION
MASTER PLAN AMENDMENT - HEIGHT EXCEPTION



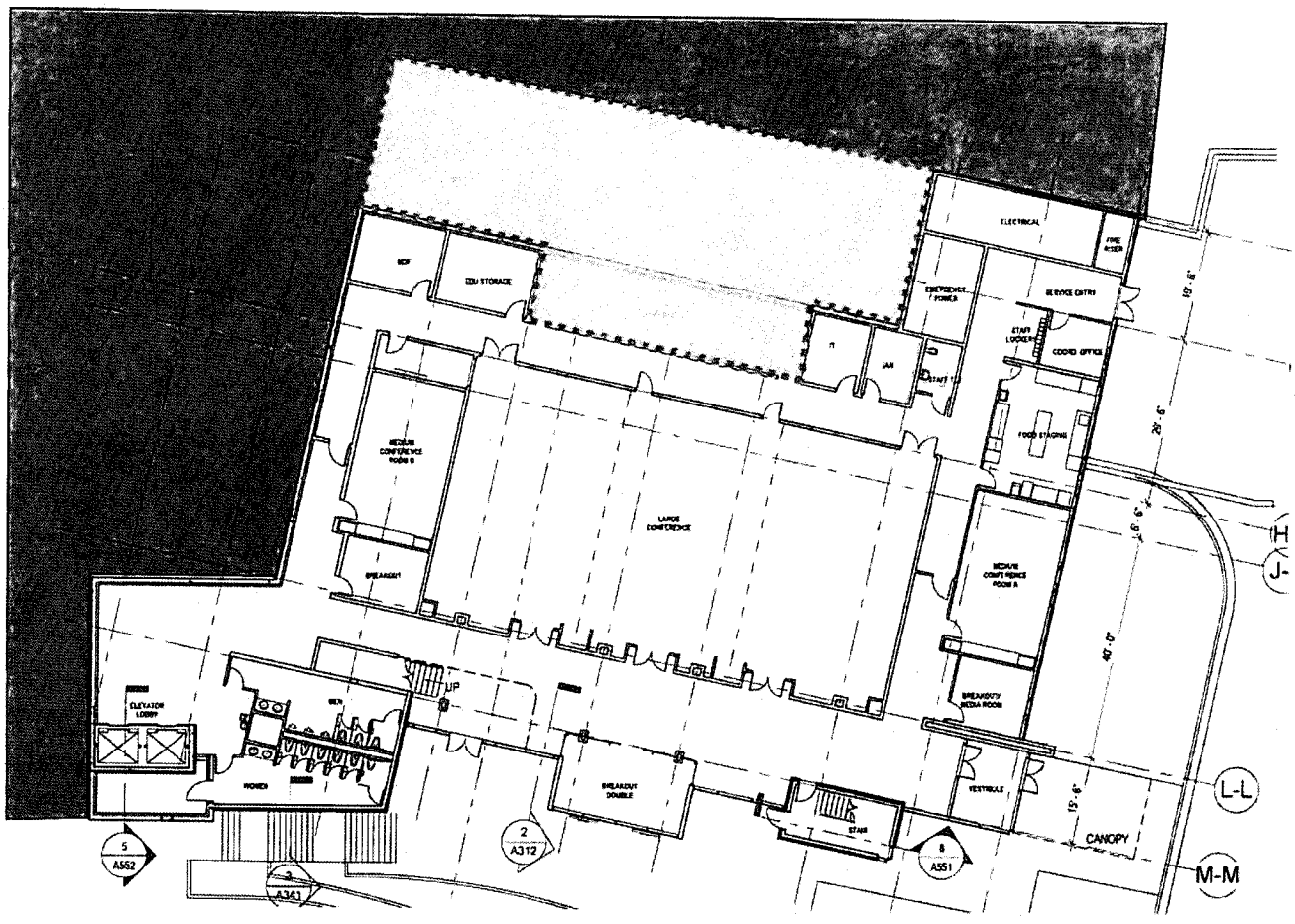


The existing Hospital height was granted an exception in the original Master Plan Development agreement to accommodate the increased floor-to-floor heights required for an institutional facility by code, and to allow for increased chimney heights. Maximum height of the existing facility, measured from 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

INTERMOUNTAIN PKMC HOSPITAL EXPANSION
MASTER PLAN AMENDMENT - SUB-GRADE EXCEPTION



Potential Sub-Grade Storage

Sub-Grade/Unexcavated Ground Level

RECEIVED
JUL 18 2011
PLANNING DEPT.

Currently, long term storage needs are met by utilizing shell space within the existing facility. This is a short-term solution that will eventually evaporate as those shell spaces are filled with their intended program areas. The architects have recommended exploring sub-grade storage to address long term storage needs in lieu of eventual free-standing storage buildings on site.

The current project budget does NOT allow for any additional sub-grade expansion for storage. However, if Intermountain is able to fund additional storage, they would need P&Z approval to allow this unoccupied space to not count against the 82,000 sqft cap. While approximately 3200 sqft of potential storage is shown as possible, it is likely that actual square footage would be a lesser number and would be dependent upon contractor-provided costs per square foot as well as Intermountain budget approval.

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 SPRIGGS SUMMIT COUNTY RECORDER
FEE $ 0.00 BY PARK CITY MUNICIPAL CORPORATION
[redacted]

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");

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 Subdivision[2] 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.

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[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.

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

[signature pages follow]

PARK CITY MUNICIPAL CORPORATION

By: _____
Dana Williams, Mayor

DATED this 1st day of January, 2006.7

ATTEST: City Clerk

By: _____
Janet Scott, City Recorder

DATED this 1st day of January, 2006.7

APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

DATED this 1st day of January, 2006.7

PETITIONER:

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

_____
By: Vaughn Burbidge
Title: Manager

DATED this 1 day of January, 2006

_____
By: David Burbidge
Title: Manager

DATED this 1 day of January, 2006

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

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: _____
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 Marolt
Name: William C Marolt
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

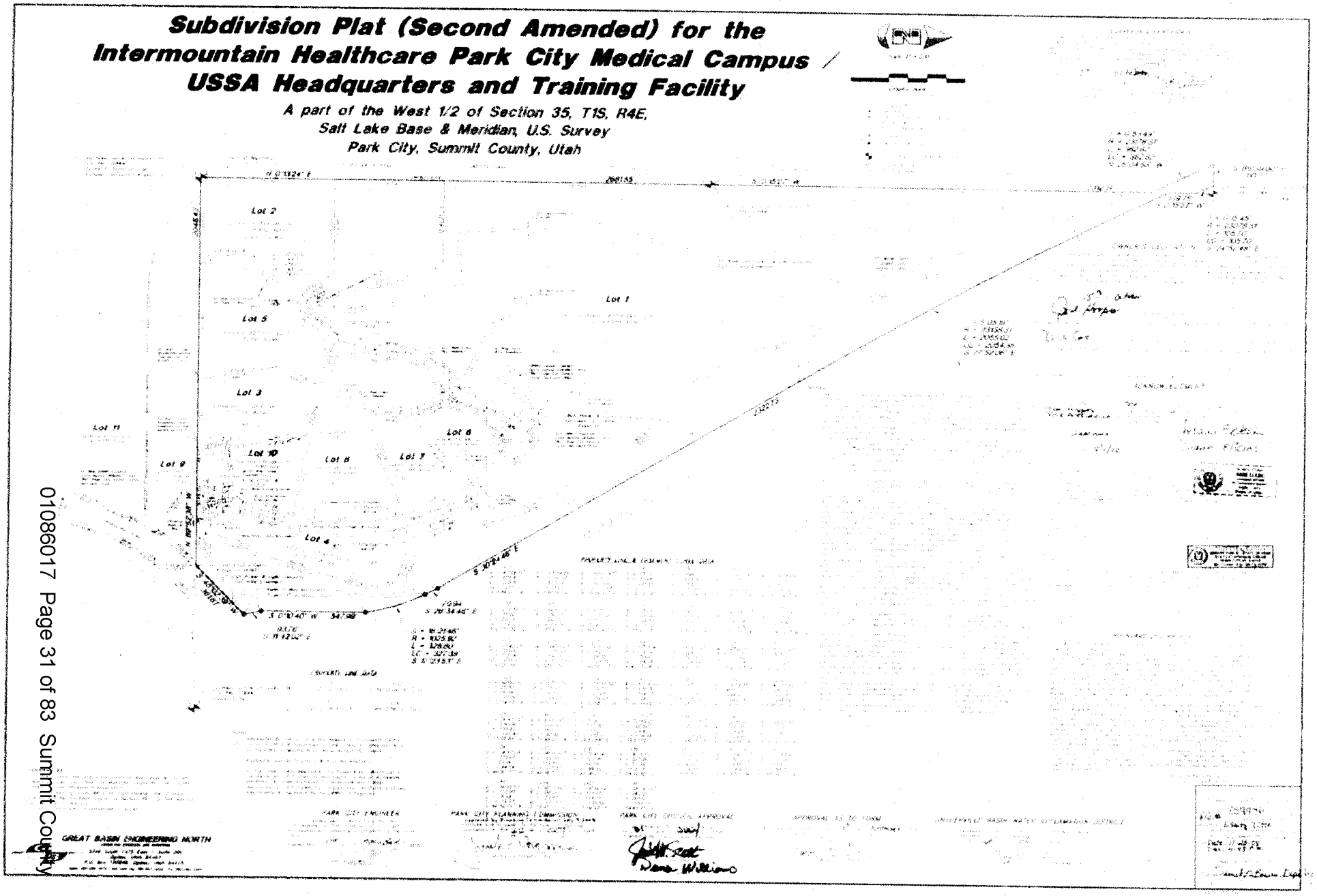
Exhibit A

(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

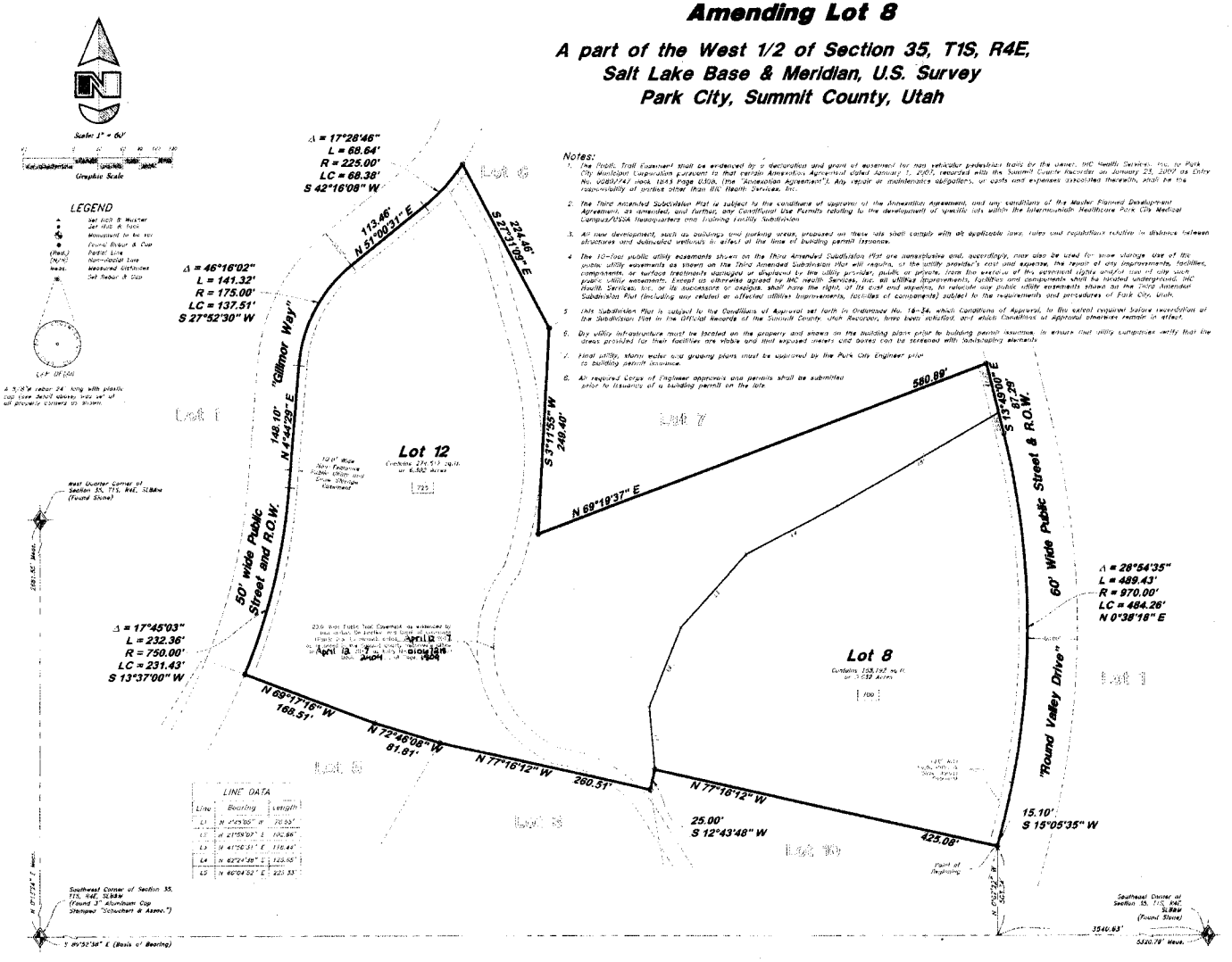


01086017 Page 31 of 83 Summit County

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

Amending Lot 8

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



LINE DATA		
Line	Bearing	Length
L1	N 45°45'05" W	70.93'
L2	N 21°59'07" E	102.86'
L3	N 41°56'31" E	116.48'
L4	N 62°21'39" E	123.65'
L5	N 60°04'52" E	225.33'

Notes:

1. The Public Trail Easement shall be evidenced by a declaration and grant of easement for non vehicular pedestrian trails by the owner, IHC Health Services, Inc. to Park City Municipal Corporation pursuant to that certain Annexation Agreement dated January 7, 2007, recorded with the Summit County Recorder on January 23, 2007 as Entry No. 00803747 book 1843 Page 0308, (the "Annexation Agreement"). Any repair or maintenance obligations, or costs and expenses associated therewith, shall be the responsibility of parties other than IHC Health Services, Inc.
2. The Third Amended Subdivision Plat is subject to the conditions of approval of the Annexation Agreement, and any conditions of the Master Planned Development Agreement, as amended, and further, any Conditional Use Permits relating to the development of specific lots within the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision.
3. All new development, such as buildings and parking areas, proposed on these lots shall comply with all applicable laws, rules and regulations relative to distance between structures and dedicated wetlands in effect at the time of building permit issuance.
4. The 10-foot public utility easements shown on the Third Amended Subdivision Plat are nonexclusive and, accordingly, may also be used for snow storage. Use of the public utility easements as shown on the Third Amended Subdivision Plat will require, at the utility provider's cost and expense, the repair of any improvements, facilities, components, or surface treatments damaged or displaced by the utility provider, public or private, from the exercise of the easement rights and/or use of any such public utility easements. Except as otherwise agreed by IHC Health Services, Inc. all utilities improvements, facilities and components shall be located underground. IHC Health Services, Inc. or its successors or assigns, shall have the right, at its cost and expense, to relocate any public utility easements shown on the Third Amended Subdivision Plat (including any related or affected utilities improvements, facilities or components) subject to the requirements and procedures of Park City, Utah.
5. This Subdivision Plat is subject to the Conditions of Approval set forth in Ordinance No. 16-34, which Conditions of Approval, to the extent required before recordation of the Subdivision Plat in the Official Records of the Summit County, Utah Recorder, have been satisfied, and which Conditions of Approval otherwise remain in effect.
6. Dry utility infrastructure must be located on the property and shown on the building plans prior to building permit issuance, to ensure that utility companies verify that the areas provided for their facilities are viable and that exposed meters and boxes can be screened with landscaping elements.
7. Final utility, storm water and grading plans must be approved by the Park City Engineer prior to building permit issuance.
8. All required Corps of Engineer approvals and permits shall be submitted prior to issuance of a building permit on the lots.

SURVEYOR'S CERTIFICATE

I, Jason T. Hall, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 9239293 in accordance with Title 58 Chapter 22, Professional Engineers and Land Surveyors Licensing Act. I further do hereby certify that Subdivision Plat (Third Amended) for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility Amending Lot 8 in Park City, Summit County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Summit County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17 thereof. Monumentation of corners have been set as shown on this plat.

I further certify that all the lots within the above referenced subdivision comply with frontage and area requirements of the Summit County Zoning Ordinance.

Signed this 7th day of March, 2017.

9239293
License No.

PROFESSIONAL LAND SURVEYOR — No. 9239293 — JASON T. HALL — STATE OF UTAH

BOUNDARY DESCRIPTION

All of Lot 8, Subdivision Plat (Third Amended) for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility, Park City, Summit County, Utah.

Being a part of the West half of Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Park City, Summit County, Utah.

Beginning at a point which is 3540.63 feet North 89°52'38" West along the Section line and 5320.78 feet North 0°07'22" West to the Southeast corner of the Lot 10, also being on the West line of Round Valley Drive, and running thence two (2) courses along said Lot 10 as follows: (1) North 77°16'12" West 425.08 feet; (2) South 12°43'48" West 25.00 feet to the Northeast corner of Lot 9; thence North 77°16'12" West 260.31 feet along said North line to the Northwest corner thereof, being the Northeast corner of Lot 5; thence Two (2) courses along said North line as follows: (1) North 72°48'08" West 81.81 feet, and (2) North 69°13'16" West 168.51 feet to the Southeast line of Gilmor Way and a point on the arc of a curve, thence Five (5) courses along said Easterly line as follows: (1) Northeasterly along said Southeast line and the arc of a 175.00 foot Radius curve to the right a distance of 141.32 feet (Delta Angle equals 46°16'02", Center bears South 27°52'30" East and long Chord bears North 43°59'29" East 137.51 feet); (2) North 21°00'31" East 113.46 feet to a point of curvature; and (3) Northeasterly along the arc of a 225.00 foot Radius curve to the right a distance of 68.64 feet (Delta Angle equals 17°28'46", Center bears South 68°31'29" East and long Chord bears North 29°44'54" East 68.38 feet); (4) North 21°00'31" East 113.46 feet to a point of curvature; and (5) Northeasterly along the arc of a 225.00 foot Radius curve to the right a distance of 68.64 feet (Delta Angle equals 17°28'46", Center bears South 68°31'29" East and long Chord bears North 38°29'29" East 68.38 feet) to the Southwesterly corner of Lot 11; thence South 42°16'08" West 68.38 feet to the Southwesterly corner of Lot 11; thence South 13°49'00" East 87.29 feet along the Southerly line of said Lot 11 to the Northwesterly line of said Lot 1 to the most Southerly Corner thereof, being the Northeasterly corner of Lot 7; thence South 77°16'12" West 243.42 feet to the Southwesterly Corner of the said Lot 7; thence North 69°19'37" East 580.89 feet along the Southerly line of said Lot 7 to the Southeasterly Corner thereof, being on the West line of Round Valley Drive; thence three (3) courses along said West line as follows: (1) South 13°49'00" East 87.29 feet to a point of curvature; (2) Southeasterly along the arc of a 970.00 foot Radius curve to the right a distance of 489.43 feet (Delta Angle equals 28°54'35", Center bears South 76°10'25" East and long Chord bears South 0°38'18" East 484.26 feet); and (3) South 15°05'35" West 15.10 feet to the point of beginning.

Contains 3.484 acres

NARRATIVE

The Subdivision Plat was requested by Mr. Morgan Busch of IHC Health Services, Inc. for the purposes of subdividing Lot 8 into two lots and amending Lot 8 of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility, Park City, Summit County, Utah.

A line bearing South 89°52'38" East between the Southwest Corner and the Southeast Corner of Section 35, Township 1 South, Range 4 East was used as the Basis of Bearings.

No corners were monumented as shown.

OWNER'S CERTIFICATION

IHC Health Services, Inc., a Utah nonprofit corporation, being the owner of the herein described tracts of land, hereby sets apart and subdivides the same into the lots as shown on this Subdivision Plat, and grants to Park City Municipal Corporation (a) a 10' wide nonexclusive public utility easement along Round Valley Drive as shown hereon, the same to be used for the installation, operation and maintenance of public utility service lines, snow storage and drainage, and (b) a 10' wide nonexclusive public utility easement along Gilmor Way as shown hereon, the same to be used for the installation, operation and maintenance of public utility service lines, snow storage and drainage.

IHC Health Services, Inc., a Utah nonprofit corporation

By: _____

Print Name: Clay L. Ashdown

Title: VP

ACKNOWLEDGMENT

State of Utah
County of Summit } ss

The foregoing instrument was acknowledged before me this 31st day of March, 2017, by Clay Ashdown, its VP of IHC Health Services, Inc., a Utah nonprofit corporation.

Residing at: Salt Lake City, UT — Notary Public Shelly Spencer

Commission Number: 680392

Commission Expires: 1st/3/2018 — Shelly Spencer

NOTARY PUBLIC SHELLY SPENCER 680392 COMMISSION EXPIRES JANUARY 3, 2018 STATE OF UTAH

PARK CITY ENGINEER

This Subdivision Plat is in conformance with information on file in the Office of the Park City Engineering Department on this 21st day of March, 2017.

Signature

PARK CITY PLANNING COMMISSION

Approved by the Park City Municipal Corporation Planning Commission on this 22nd day of June, 2016.

Planning Commission Chair

PARK CITY COUNCIL APPROVAL

Approved and Accepted by the Park City Municipal Corporation Council this 28th day of June, 2016.

City Recorder

Mayor

APPROVED AS TO FORM

Approved as to form on this 6th day of April, 2017.

Park City Attorney

CERTIFICATE OF ATTEST

I certify that this Subdivision Plat was approved by the Park City Council the 21st day of July, 2016.

Park City Recorder

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

Reviewed for conformance to Snyderville Basin Water Reclamation District standards on this 28th day of March, 2017.

S.B.W.R.D. Authorized Representative

SUMMIT COUNTY RECORDER

ENTRY NO. 1062129 — FEE PAID $32.00 — FILED FOR RECORD AND RECORDED 4/12/2017 AT 3:36 PM IN BOOK ___ OF OFFICIAL RECORDS, PAGE ___ AND NOTED IN FOR STOEL RIVES LLP

SUMMIT COUNTY RECORDER
By: C. Willoughby

GREAT BASIN ENGINEERING INC
5746 SOUTH 1475 EAST OGDEN, UTAH 84403
PHONE (801) 394-4515 BUS (801) 745-0283 FAX (801) 394-7544
WWW.GREATBASINENGINEERING.COM

04N287-Amendment 2

INTERMOUNTAIN HEALTHCARE PARK CITY AMENDING LOT 8 3RD AMENDED

PARK CITY
1884
PLANNING DEPARTMENT

May 23, 2007

IHC Hospitals, Inc

Sent by email

NOTICE OF PLANNING COMMISSION ACTION

Project Name	IHC MPD
Project Description	Master Planned Development
Date of Meeting	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

PARK CITY
1884
PLANNING DEPARTMENT

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

Application #	PL-13-01932
Address	900 Round Valley Drive
Description	IHC Master Planned Development amendment
Action Taken	Approved with conditions
Date of Action	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

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PARK CITY
1884
PLANNING DEPARTMENT

February 2, 2016

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

NOTICE OF PLANNING COMMISSION ACTION

Application #	PL-15-02999
Address	700 and 900 Round Valley Drive
Description	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.

Date of Action January 13, 2016

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 A. Whetstone

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

Hospital – *Medical Offices -*	122,000 square foot building (13,000 square feet shelled) 18,000 square feet in hospital building
Medical Support -	One 25,000 square foot building (For community benefit) One 25,000 square foot building for medical offices, owned by physicians
Parking -	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 deeded 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 – *Medical Offices* -	Complete 13,000 square feet of shelled space
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 – *Medical Offices* -	135,458 square foot building 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
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 –
Medical Offices - 93,000 square foot addition to the building
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

Hospital –	1,000 square foot addition to existing building	
Medical Offices -	82,000 square feet addition to existing building	
Medical Support -	None	
Parking -	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	
Trails -	No changes to trail system	
Affordable Housing -	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 lease)	5.8 (Per ground
	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
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 Medical Support Space	23.3
	Units Required for Physician Holdings	5.0
	Units Required for Summit County lease)	5.8 (Per ground

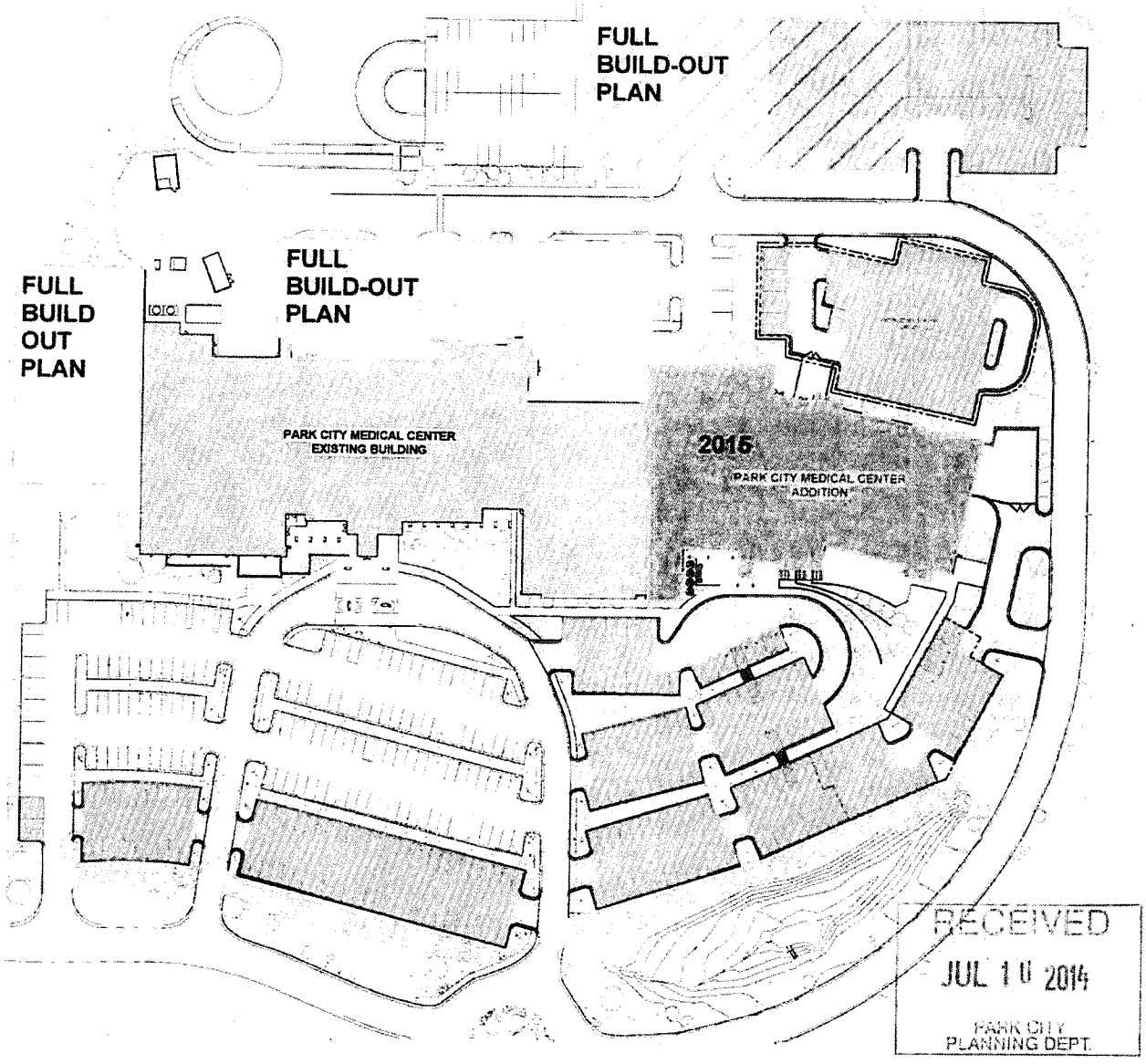
Units Provided at Park City Heights	44.78
Units provide during 2nd addition	9.5
New units to be provided by Intermountain	13.8

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



RECEIVED
JUL 10 2014
PARK CITY
PLANNING DEPT.

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 x 800 SF = $204,000 per AUE x 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

Jack Thomas, CHAIR

Attest:

Michelle Kellogg, City Recorder

Approved as to Form:

Polly Samuels McLean, Assistant City Attorney

Intermountain Healthcare

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,

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.

PARK CITY 1884
PLANNING DEPARTMENT

December 14, 2016

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

NOTICE OF PLANNING COMMISSION ACTION

Application #	PL-15-02999
Description	Extension of deadline for Development Agreement ratification for the IHC Master Planned Development to July 13, 2017
Date of Action	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
04/12/2017 03:36:14 PM B: 2404 P: 1809
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

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: Jack Thomas
Print Name: JACK THOMAS
Its: MT

Dated this 10TH day of APRIL, 2017

Attested, by Park City, Utah Recorder:

By: Katie Madsen
Print Name: Katie Madsen

Dated this 10 day of April, 2017

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

By:
Print Name: Polly Samuels McLean
ASSistant city attorney

Dated this 6th day of April, 2017

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By:
Print Name: Clay L. Hibdon
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:
Print Name: M. ALEX NATT
Title: EVP + GENERAL COUNSEL

DATED this 9th day of MARCH, 2017.

[acknowledgements follow]

Suzette L Cantin

SUZETTE L. CANTIN
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 09/16/2017
Commission # 670417

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.

Notary Signature and Seal

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

KATIE MADSEN
Notary Public - State of Utah
Commission Number: 686762
My Commission Expires Apr. 14, 2020

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

Notary Signature and Seal

DIANE MCDERMAID
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 667995
COMM. EXP. 08-14-2017

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

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

Notary Signature and Seal

Exhibit "A"

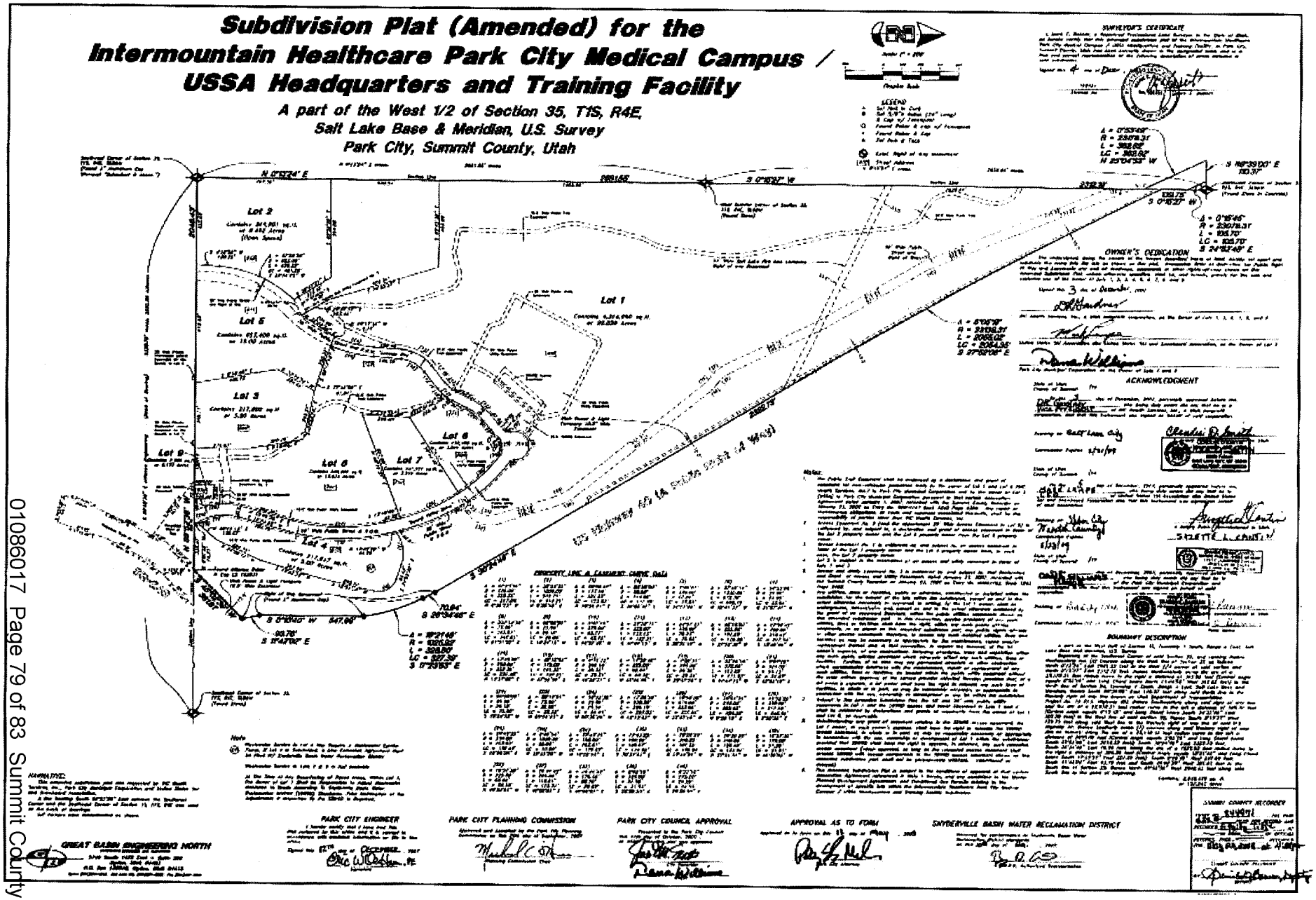
(Description of the Park City Medical Campus/USSA Property)

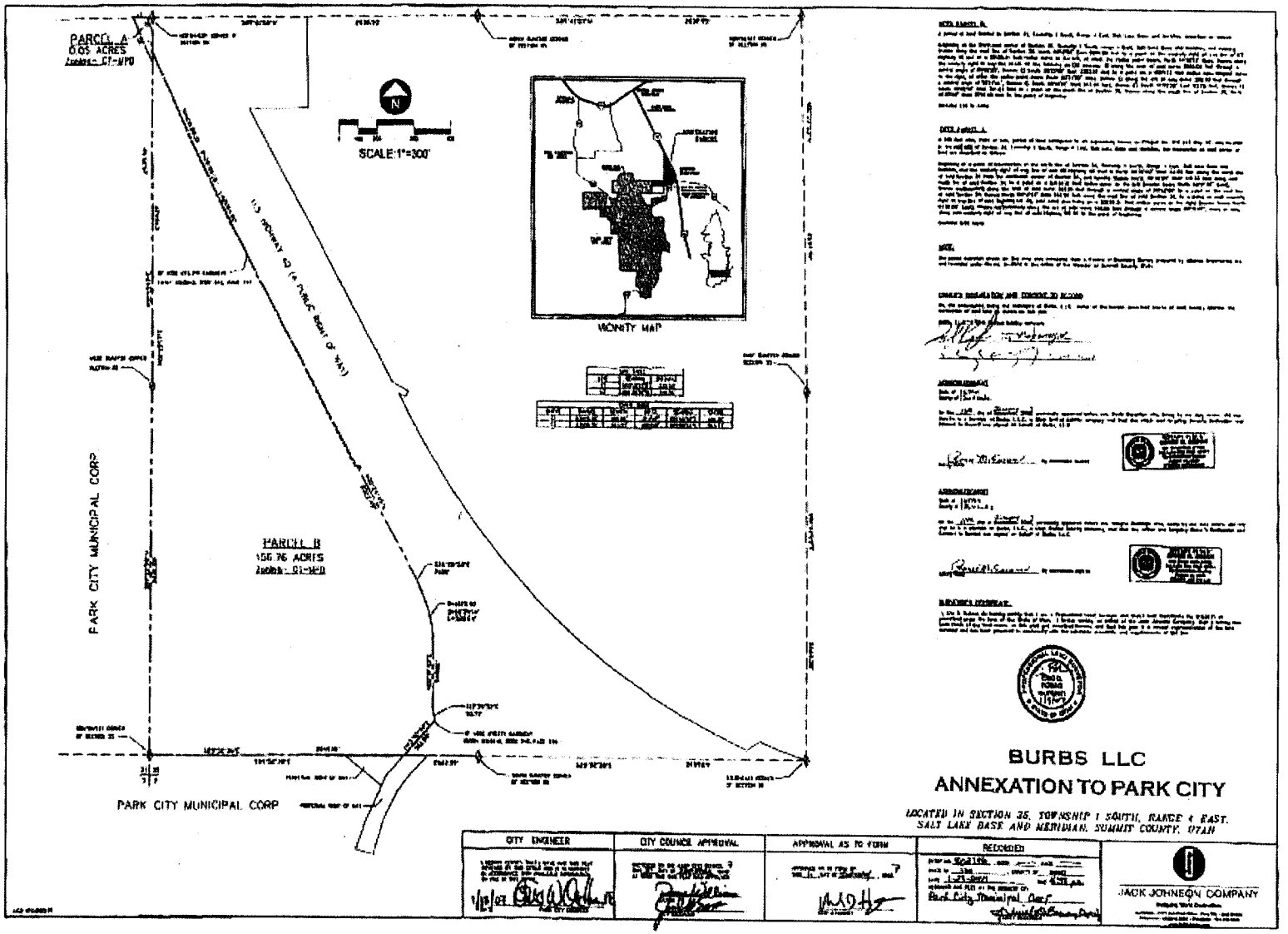
Real property located in Summit County, Utah, more particularly described as follows:

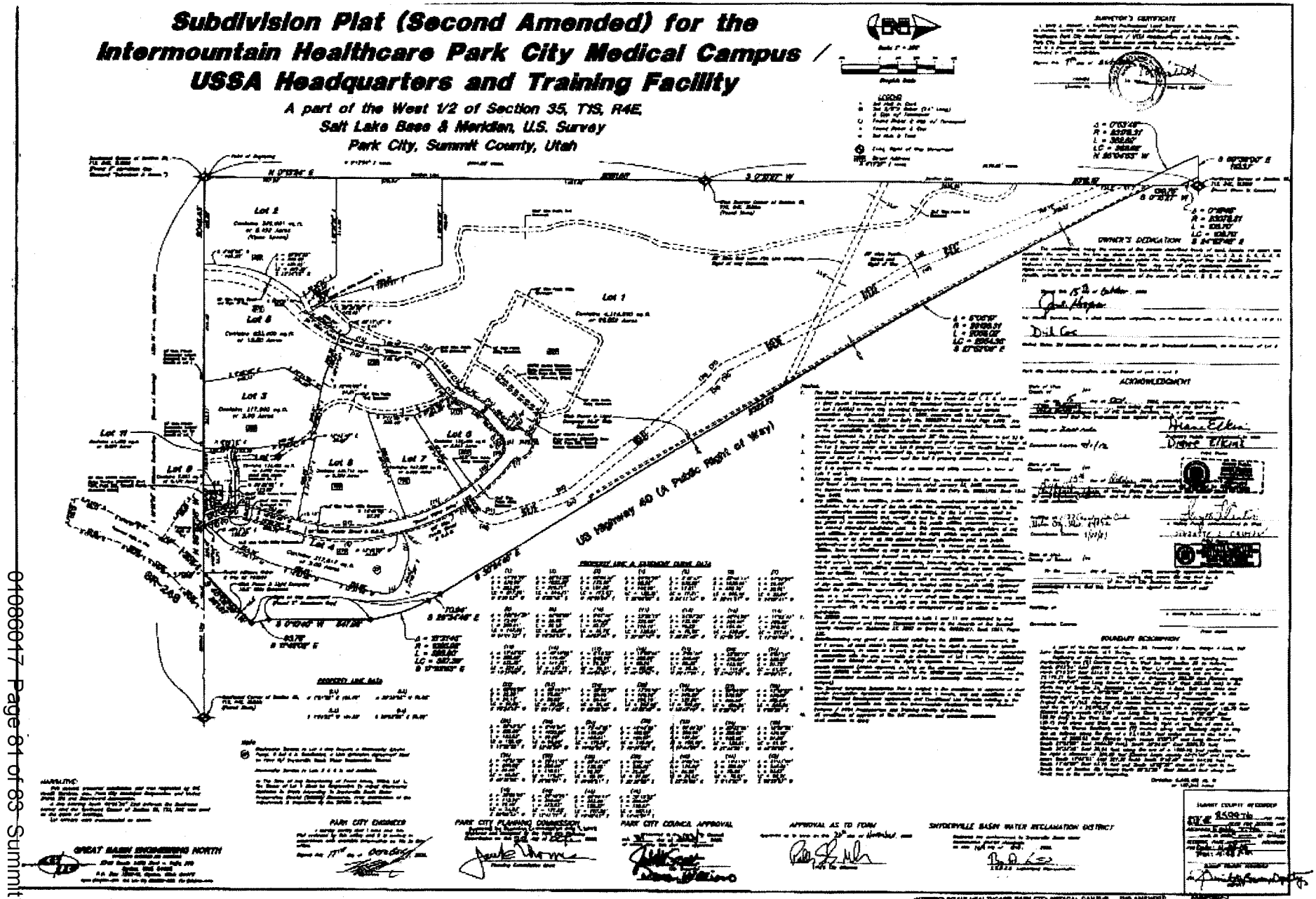
Lot Nos. 1, 3, 10, 11 and 12 of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision, as shown on the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision Plat, recorded on January 23, 2007, as Entry 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
SURVEYOR'S CERTIFICATE
OWNER'S DEDICATION
ACKNOWLEDGEMENT
BOUNDARY DESCRIPTION
NARRATIVE:
PARK CITY ENGINEER
PARK CITY PLANNING COMMISSION
PARK CITY COUNCIL APPROVAL
APPROVAL AS TO FORM
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
GREAT BASIN ENGINEERING NORTH
SUMMIT COUNTY RECORDER


PARCEL A
0.05 ACRES
Zoning - CT-MPD
SCALE:1"=300'
VICINITY MAP
PARCEL B
156.76 ACRES
Zoning - CT-MPD
PARK CITY MUNICIPAL CORP
PARK CITY MUNICIPAL CORP
BURBS LLC
ANNEXATION TO PARK CITY
LOCATED IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH
CITY ENGINEER
CITY COUNCIL APPROVAL
APPROVAL AS TO FORM
RECORDED
JACK JOHNSON COMPANY



04086047 Page 81 of 83 Summit County

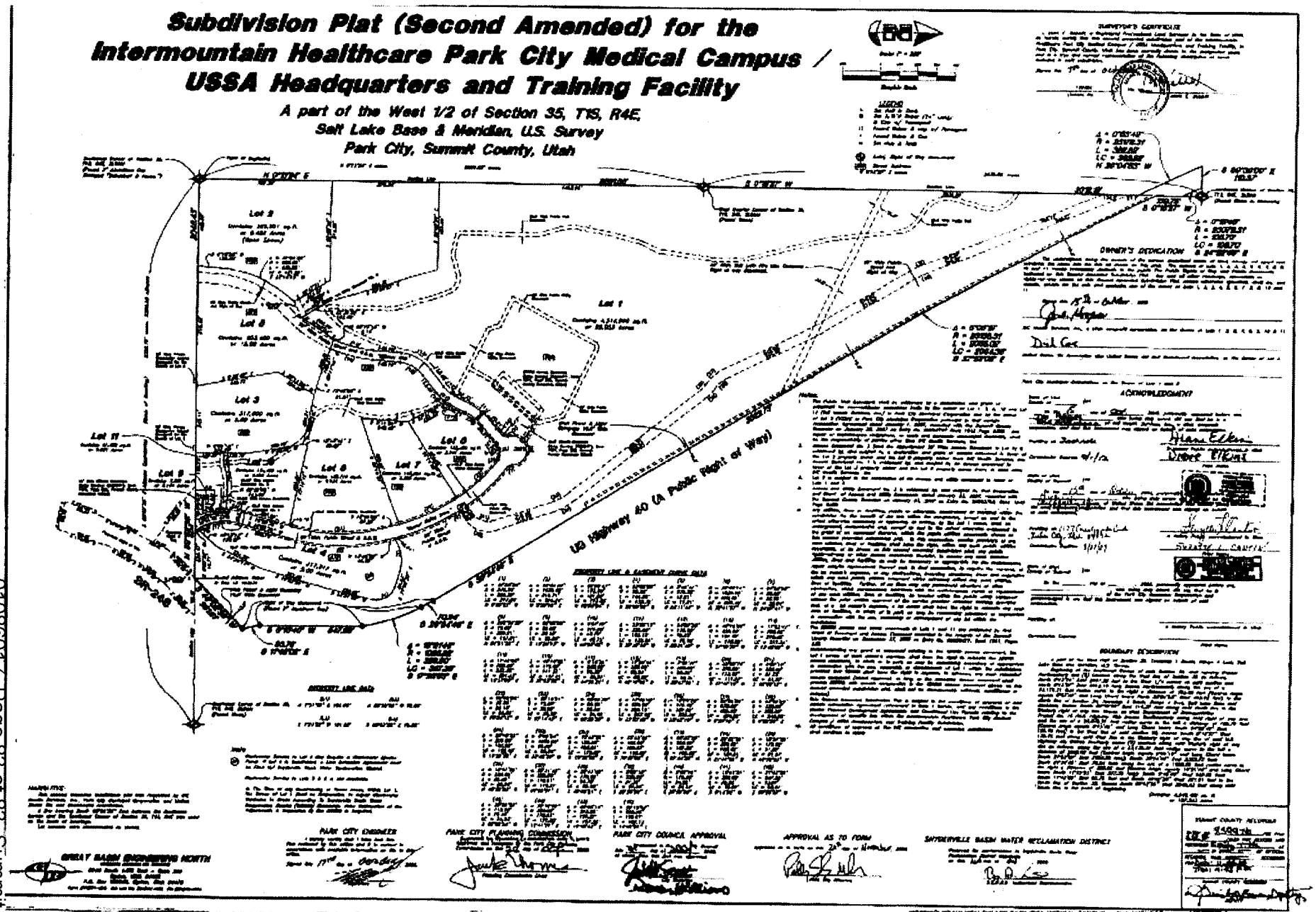
EXHIBIT "B"

(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.



Trail Easement Property

Park City Health Campus Design Guidelines



FINAL

AUGUST 11, 2008

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Park City Health Campus Design Guidelines Project Team

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EXECUTIVE SUMMARY

The Park City Medical Campus located at SR 248 and US 40 is unique in the community that it serves. It is not only a key entry to Park City but also a critical linkage to the greater community of Summit County. Composed of health, wellness and related support functions, the campus plays to the wants and needs of the community it serves. By preserving open space and building in a sustainable manner this campus is poised to provide these services in a fashion that is congruent with the tenor of its constituents.

The document that follows represents a comprehensive look at the design elements that will comprise the campus. Urban planning, landscape design and building design issues will be discussed in detail with the stated goal of creating a high degree of sympathy between the disparate projects that will find themselves on campus. It is the hope of those who have put effort into the creation of this document that the reader will find this information useful and liberating with respect to clear definition in the absence of strict covenant-style restrictions. Much is left to the individual planner or designer's creativity within the outlined architectural envelope – enjoy.

VISION

1.01 Vision Statement

The vision of these Design Guide Lines is to create a harmonious relationship among the structures built on the Park City Medical Center Campus. While it is not necessary to create a stringent document that would lead to a high degree of uniformity, structures should be in sympathy with the most significant structure on the Campus, the Park City Medical Center, as well as each other. It is the intent to leave owners and designers the flexibility and creativity to arrive at design solutions unique to there particular project, but to help them understand the core design philosophy of the Hospital in order to give them tools for design.

The design document will address (but not be limited to) the following issues:

- Site design, with emphasis on orientation, building location, relation to topography, and landscape design.
- Building massing that is in harmony with the Hospital.
- Materiality that relates well contextually and has a high degree of durability and integrity.
- Architectural details which are authentic and create a sense of purpose that give the building longevity and original style.





1.02 Campus Background

Located on the northwest quadrant of the Quinn's Junction at the intersection of Utah State Highways 40 and 248, the Park City Health Campus is a development consisting of health care and recreation functions as well as related functions supporting those two endeavors. Of the 157 acres comprising the project, over 130 have been set aside as designated open space. Development has been limited by specific agreement between the Owner/Developer, Intermountain Health Care, and the Park City Municipal Corporation. In addition to providing a Hospital for Park City and the greater community of Summit County, the development will include the headquarters for the United States Ski & Snowboard Association, a regional facility for the Summit County Public Health agency as well as three additional modest building pads for medical office or similar supporting functions. These functions are intended to not only provide needed support services for the community, but to also compliment the previously developed sports and recreation campus immediately to the south as well as the National Ability Center to the west. Through an integrated set of land uses, this development will provide the surrounding community with a manifestation of their key values of health and wellness.



1.03 Sustainable Design, Construction & Stewardship

An overarching aspect of these guidelines that must be carefully considered relates to minimizing the environmental and ecological impact that design, construction and stewardship of buildings has on the natural resources that are a part of the Park City Health Campus. While LEED® is an industry standard at the time of this writing, it is not the intent of these guidelines to codify that rating system by requiring a particular level of certification as a measure of any particular building's performance with respect to sustainability. Rather, LEED or other similar rating systems (e.g., the Green Guide for Health Care) are also applicable tools for evaluation.

In terms of LEED, however, a Certified level of performance is considered a base condition that all projects on the campus should strive to meet. The reason for this goal is simple. Many of the goals and objectives provided for by LEED are congruent with the goals and objectives of these Guidelines.

Key examples of the need for careful ecological integration relative to planned development within the campus are preserving the natural open space in high proportion to development as well as preserving the existing wetlands. These resources are unique to this location and the development pattern approved by the Park City Planning Commission and City Council and, as a result, must be achieved. Several LEED prerequisites and points (construction activity pollution prevention; site development: protect or restore habitat; site development: maximize open space; stormwater design: quantity control; etc.) address these issues and will work in concert with these guidelines to ensure a beneficial result for all.

2.01 Building Orientation and Placement

Intent

Buildings along the loop should be set back. Similar strategies for buffers between the street and the building to preserve large amounts of open space and views between buildings should be implemented. This strategy will allow for more of the mountain environment to be maintained. Building designs shall take into consideration solar orientation while also aligning the entrance to be visible from the access road connecting to Round Valley Drive.

Standards

- There shall be a major landscaped buffer between the loop road and the parking area.
- The parking area shall be landscaped. Terraced landscaping is required where parking is located on slopes.
- The main entry shall face Round Valley Drive and / or the access road that is directly connected to Round Valley Drive.

Guidelines

Strong entry elements such as towers and other dominant features shall face the street to create a strong sense of way-finding within the village.

2.02 Entry Location and Treatment

Intent

Primary entrances shall be clearly identifiable from the street and drive approach. Main entrances should be designed as a dominant and recognizable feature on the building.

Standards

- Main entrances shall be oriented toward the access road.
- Main entrances shall be a dominant feature of the building and highly recognizable from the loop road.
- Main entrances shall consist of the following minimum plant material sizes: deciduous trees- 4" caliper, evergreen pines, firs and spruce- 15' in height, shrubs and vines- 5 gallon, and groundcovers- 1 gallon.
- Secondary public entrances shall be an identifiable feature on the building when viewed from the parking lot while also being subsidiary to the main entrance.
- All main entrances shall be ADA compliant.
- Entries shall include enhanced hardscape that is consistent with adjacent building materials, colors, and finishes.

Guidelines

Functional entrances, such as stair exiting, shall be subsidiary to the primary and secondary entrances while maintaining a consistency of the architecture of the building.

2.03 Connecting Walkways and Trails

Intent

To provide a network of connecting walkways between parking areas, building entries, and other village amenities.

Standards

- All sites shall consist of pedestrian corridors that link important site amenities to one another between parking lots and provide direct connections from building entry parking lots.
- Where buildings are reasonably close to the Round Valley Drive, walkways shall connect the parking areas to public rights-of-way for Round Valley Drive.
- Landscaping and pavement treatment shall be used to identify walkways.
- Walking trails shall be used as internal trail systems around the wetlands area. Trails on the site should be linked to existing regional trails at the edges of project boundaries.

Guidelines

Visual linkage between building entrances, parking areas, and streets should be emphasized.

2.04 Shared and Private Outdoor Spaces

Intent

To maintain a mountain environment by dedicating large areas of open space between buildings and adjacent sites to maintain views and openness. To provide visual connection between outdoor and indoor spaces through the use of glass and openings that connect interior and exterior spaces.

Standards

- Maintain open space between buildings of adjacent sites.
- Provide connections between interior and exterior spaces through the use of glass, openings, and plazas that connect interior and exterior spaces.

Guidelines

Where building uses, or portions thereof, require privacy (for example, medical buildings) connections between interior and exterior spaces can be limited to public areas of the building.

2.05 Temporary Uses

Intent

Open spaces or parking lots may be used for special events. Temporary uses shall be limited to special events held outside of village buildings. These uses shall comply with the standards listed below.

Standards

- All temporary tables, displays, and other items in the public right of way shall be removed promptly at the end of each business day. All permanent site features located within rights of way will require prior approval by Park City and an approved encroachment removal agreement.
- Events shall be adjacent to the building(s) for which the event is associated with.
- If a parking lot is used for an event, parking must be provided at a level not less than 75% of the amount normally required.
- Business license and all other requirements for the local jurisdiction must be met.

Guidelines

Temporary uses shall be limited to events connected with a function of the tenants within the campus.

2.06 Required Amounts

Intent

To provide sufficient amounts of parking for all buildings without allowing parking necessities to dictate the look and feel of the site. Excessive parking above and beyond what is needed will be avoided.

Standards

- Basic parking requirements shall meet the requirements of Park City.
- ADA parking requirements shall comply with Park City's requirements.

2.07 Required Dimensions

Intent

To accommodate the full range of anticipated vehicles while minimizing the overall size of parking areas.

Standards

- Parking shall be perpendicular 90 degree parking with parking stall sizes that comply with Park City's requirements. Stalls cannot be smaller than nine feet in width and 18 feet in length and must allow twenty four feet of back up area.
- Accessible parking stalls shall comply with ADA standards.
- Site distance triangles shall be maintained per Park City standards.
- Parking surfaces shall be bituminous asphalt.

2.08 Preferred Parking

Intent

To create incentives that promote sustainable transportation options, especially for commuting employees.

Standards

- Provide bicycle parking for a minimum of 5% of all regular building occupants.
- Provide customer / visitor bicycle parking in highly visible locations.
- All designated energy efficient car, carpool or vanpool parking is required to be close to the building's entrances. Signs must be used to identify these designated parking spaces.

2.09 Access to Parking

Intent

To provide proper access to parking, retain good traffic flow, and minimize the intrusion of curb cuts into the sidewalk.

Standards

- Parking access: Provide parking access from one main access off of a public right of way. Access roads shall connect directly to Round Valley Drive.
- Wherever possible, curb cuts and driveways should be shared or be common between multiple buildings.
- Driveways shall initially be perpendicular to the street.
- Drive-through facilities shall not be located on the street side of a building and shall provide vehicular stacking that does not conflict with pedestrian walkways and vehicular traffic within the actual parking lot area.
- The distance between curb cuts and from corners shall meet Park City's requirements.
- Driveway lanes crossing a sidewalk shall be no wider than the minimum required per entry or exit lane.

2.10 Parking Design

Intent

To create parking lots that are pleasant and convenient for users, and are as unobtrusive as possible to the street. To minimize the environmental effects to which large expanses of pavement can contribute, such as storm runoff and "heat islands."

Standards

- Provide a landscape setback that provides view screening a minimum of ten feet in width wherever a surface or structured parking lot abuts a public right-of-way or building structure. This may include the use of landscape material, land forms, etc. Site distance requirements at ingress/egress locations shall be maintained.
- Provide connecting walkways to main entrances.
- Stripe pedestrian walks across drive lanes.
- Provide shade within 5 years and/or use light colored high albedo materials (reflectance of at least 0.3) over 30% of the sites impervious surfaces, including parking lots, walkways, plazas, etc.
- Parking lot landscape islands shall comply with the following:
  1. Landscape parking islands shall be installed at the ends of all on-grade parking bays and shall contain trees in all planting areas that are greater than 5' in width.
  2. Tree quantity and location shall be designed to meet LEED® shade requirements within 5 years after completion of construction.
  3. Provide landscape island with planting area widths of 5' or greater
  4. Landscape islands shall be provided for the length of the parking the parking bay.
  5. Landscape islands between adjacent rows of parking shall be provided for the entire length of the parking bay and shall be no less than 10' in width and shall incorporate grading changes to accommodate tiered or stepped parking to provide visual harmony with existing site grades and features.
  5. Trees within landscape islands and/or adjacent landscape buffers shall be a minimum of 20' on center spacing. In the event that tree grouping is preferred over trees at regular on center intervals, the number of trees used for grouping shall equal the number of trees used as if it were at on center spacing.
  6. Parking lots greater than four rows of parking (including 24' vehicular traffic corridor between opposing rows and landscape islands adjacent rows) shall be terraced with a grading change no less than 3 vertical feet and not to exceed 5 vertical feet with planting island widths of no less than 10 feet.
  7. Provide snow storage locations with appropriate plant material that can withstand snow heaping at all ends of 24' vehicular corridors within parking lots.
  8. All parking shall have positive drainage away from pedestrian routes and shall be coordinated with the subsurface storm drain locations and systems.
  9. All parking islands shall be planted with landscape material from the approved plant list in appropriate density to achieve complete cover within three years.
  10. See landscape section for approved parking lot trees.

Guidelines

- Provide a landscape buffer with one or a combination of earthen berms and landscape treatments to screen parking lots from streets, and/or prominent view corridors.
- Utilize plant material in parking lots from the approved landscape palette that can withstand snow storage in winter months.

2.11 Structured Parking

Intent

To minimize any negative visual or physical aspects of a parking structure. Structured parking may be below and/or above grade.

Standards

- Street adjacency:
  1. Parking structures may not be used as a part of the frontage of a building.
  2. Parking structures will not be allowed between the building and Round Valley Drive.
- Parking structures, where utilized, shall be compatible in massing, scale and materials with the buildings they support or surround.
- Parking structures should utilize materials and architectural detailing found in the primary development being served.

Guidelines

- Landscape material, such as vines and/or planters may be incorporated to soften the edges of parking structures.
- Where parking structures are adjacent to buildings, care should be taken to provide opportunities for daylight to enter the building.
- Parking structures should take advantage of slopes on site where possible to minimize the appearance of the parking structure by setting it into an embankment of a sloped site.

2.12 Service Areas

Intent

To reduce the visual and functional impact of service areas on public spaces.

Standards

- Service access shall be located away from the Round Valley Drive and public access ways.
- Service, recycling, and delivery areas shall be located away from or be buffered from the primary public access points. Buffering from public view may be accomplished with berms, landscape material (mature within two years), walls, etc. Avoid using blank walls and/or solid fences.
- Pedestrian routes shall be clearly marked within the service area.
- Adequate loading and maneuvering space for trucks and other service vehicles shall be provided.
- Service areas shall be shared or co-located with adjacent buildings if possible.
- Enclosures compatible in style and materials with the primary building(s) shall be provided to house dumpsters, recycling bins, etc.

Guidelines

- Materials used to screen service areas should be complementary to the primary and secondary materials chosen for the building.
- Details used on screening areas should tie into details used on the primary structure.

2.13 Trash and Trash Enclosures

Intent

To provide trash receptacle locations and trash enclosures that are in functional locations for trash pick-up and provide trash enclosures that are aesthetically compatible with adjacent architectural elements.

Standards

- Trash receptacle locations shall be located away from Round Valley Drive and public access ways and may be integral components of service ways and parking lots.
- Service, recycling, and delivery areas shall be located away from or buffered from the primary public access points. Buffering from public view may be accomplished using a combination of berms, landscape material, walls, etc. Enhanced trash enclosures that utilize the same materials as adjacent architectural features may also be used.
- Trash dumpsters shall be visually screened in their entirety using a trash enclosure with gate openings located on the front of the enclosure. The gate must be accessible to local trash pick-up companies.
- Enclosures compatible in style and materials with the primary building(s) shall be provided to house dumpsters, recycling bins, etc.

Guidelines

- Materials used to screen service areas should be complementary to the primary and secondary materials chosen for the building.
- Details used on screening areas should tie into details used on the primary structure.

2.14 Mailbox

Intent

To provide mailbox clusters that are in functional locations for U.S. Postal Service delivery service and that are aesthetically compatible with adjacent architectural elements.

Standards

- Mailbox cluster locations shall be coordinated with U.S. Postal Service Personnel and shall be integral to the first floor of the building.

2.15 Utilities

Intent

To reduce the visual impact of utility equipment while accommodating its placement and function.

Standards

- Utility boxes and other above grade equipment shall not be installed in prominent locations within the project site (i.e., at a public entrance to a building, in a plaza space, etc.) and shall not be located within 25' of campus entries from Round Valley Drive.
- Utility box locations shall be clustered and screened with landscape material. They shall be installed away from public thoroughfares and shall be discreetly placed away from public entrances to buildings.

2.16 Shared Parking

Intent

By recognizing that peak parking demand occurs at different times for different land uses, shared parking facilities help minimize the amount of land and expense devoted to parking lots or garages. Adjacent buildings whose peak parking demands are offset from each other may use shared parking.

Standards

- The Urban Land Institute's Shared Parking Standards, or equivalent, shall be used to calculate the total number of shared parking spaces required. To determine parking demand if spaces are shared, parking demands for the two or more uses are added together for each hour of the day, for weekdays, Saturdays and any other days with significant variation in parking patterns, to see which hour produces the highest parking demand.

3.01 Siting and Location

Intent

Building siting and location should emphasize a relationship to topography and should create an intrinsic feeling of building and site. Open spaces that preserve the natural character of the mountainous terrain and enhance views and building relationships should be incorporated.

Standards

- Site building with a distance to property lines.
- Earth cuts and fills should not exceed 10'.

Guidelines

- Orientation to maximize solar advantage is encouraged.
- Use retaining walls with natural materials (stone, logs) that eliminate visual cuts and fills.
- Relate building orientation to other structures on site or adjacent sites in non-orthogonal relationships.
- Respect the distance to property lines to create open landscape space between building and to create view corridors.
- Orient building entrance to relate well to topography, way finding, and juxtapositions with nearby structures.

3.02 Glazing and Fenestration

Intent

To enhance interior spaces with views, day lighting, and solar design and to intensify the visual expression of the exterior of the building.

Guidelines

- Consider views of the structure that collaborate with exterior fenestration and lead to a natural building design.
- Consider interior day lighting and solar advantages as it relates to creative exterior design solutions.
- Design glazing areas in a way that gives lightness to the building and lead the eye naturally around the structure.
- Avoid long lengths of walls (horizontally and vertically) without window treatment.
- Avoid long lengths of walls without steps in plane unless supported by a strong design concept.
- Limit large expanses of glass without window divisions.
- Choose glass color (if not clear) that is in harmony with other building materials and natural character of the region.
- Limit the number of combinations of materials and use a material palette that enhances form and style.
- Create line, color, and texture that unify the building and develop a natural relation to the site.

3.03 Roofs

Intent

Design roofs with careful articulation of mass and scale. Roof mass and form should be consistent with the proportion of the building and contribute to the relationship of the site. Roof design should contribute to a safe and hospitable environment by minimizing any increase in ambient air temperatures (Urban Heat Island Effect).

Standards

- At least 20% of roof mass must be visible.
- Roofs shall have at least one step in roof height except when approved by review committee; based on a design concept that warrants a single roof element.

Guidelines

- If flat roofs are used, strive for a unified appearance between roof shapes.
- Generous overhangs are encouraged.
- Avoid roof shapes that allude to a style not in harmony with mountain architecture.
- Select roof materials and color that are in harmony with building design.
- Create details at eaves, connection to windows, and intersections with adjoining roofs that are authentic.
- Vegetated roofs that meet LEED® requirements are acceptable provided they have design merit with the architectural concept.
- Roofs which extend to create sheltered outdoor areas are encouraged.

3.04 Integrated Approach

Intent

Building details should create an integrated, thoughtful, cohesive and attractive assembly, with a sense of integrity and authenticity carried through each building element and system. The material palette shall be consistent with mountain architecture.

Guidelines

- For multiple buildings in a single development, consideration should be given to selecting colors, materials, and other architectural features that give each building a distinct identity and enhance way finding.
- Keep material use uncluttered and straightforward. Avoid the use of too many materials on a single building or façade that result in "busy" or "fussy" designs.
- Use simple and clean details, trims, embellishments, etc., that are consistent with the type of material being used.
- Avoid change of material at outside corners or abrupt changes on a continuous façade – make transitions between materials at interior corners, or where changes in building mass occur. Changes in building material should not be arbitrary or abrupt, but should emphasize changes of the interior building program.
- Use "heavier" materials such as masonry and architectural concrete on lower levels, and "lighter" secondary materials, if any, above.
- Define / enhance primary entrances with architectural elements, features, or details, consistent with the overall character of the building.

3.05 Building Facades

Intent

To create building designs that have a relationship to the regional terrain, a sense of authenticity, and use materials that are durable and have natural characteristics.

Standards

- Architectural emphasis should be given to all sides of the structure.
- Take a design approach which is sympathetic to mountain architecture, local climate, and the historical and cultural influences in Park City.
- Compliment glazing and fenestration with other architectural features of the structure.

3.06 Corner Treatments

Intent

To maintain a consistency of architectural aesthetic within the Campus, the architecture of the main façade shall be carried around the corners of the building.

Standards

Maintain a continuation and consistency of façade treatment and materials around all corners of the building.

Guidelines

Transitions of the materials can be accomplished through architectural features and a change in plane along a façade but not at the corners.

3.07 Façade Materials

Intent

The following are recommendations of various materials to use. Detailed guidelines regarding the use of a particular material are found in the Architectural Details section. Material palette shall be consistent with mountain architecture. See the materials section for approved and prohibited materials.

Standards

- Primary Building Façade Materials should comprise at least 60% of the primary building façade, and 40% on other façades, not including window or door openings:
    1. Brick: Includes solid or hollow clay fired brick of various sizes. Modular sized brick is preferred. Brick from local clay sources is also preferred.
    2. Selection of native stone from the region (or similar color/type of stone from other sources) is preferred.
    3. Concrete Block Masonry: Colored, honed, and/or split face block are acceptable. Larger sized block is acceptable.
    4. Architectural Metal Panels: Includes ribbed or smooth, natural or prefinished metal panel wall systems.
- Secondary Building Façade Materials – may comprise up to 40% of the primary façade, not including window and door openings, and up to 60% of secondary building façade:
    1. Architectural Glass: Includes curtain walls, ribbon windows and spandrel glazing. Highly reflective or tinted glazing is discouraged.
    2. Cement Stucco: Details such as quoins, lintels and keystones are not allowed.
    3. Architectural Concrete: Includes precast panels or formed in place, with special textures and finishes.
    4. Cement fiber panels/siding: Modular siding (such as lap or board and batten) is preferred over large, smooth panels. Avoid the use of faux patterns or textures such as sand or stucco finish.

3.08 Renewable Regional Materials

Standards

- Salvaged, refurbished, reused or recycled materials, products or furnishings for at least 10% of the total value of the materials is encouraged.
    1. Recycled material is constituted as post-consumer recycled content or one-half of the post-industrial content.
    2. The value of the recycled content portion of a material or furnishing shall be determined by dividing the weight of recycled content in the item by the total weight of all material in the item, then multiplying the resulting percentage by the total value of the item.
    3. Mechanical and electrical components shall not be included in this calculation.
    4. Recycled content materials shall be defined in accordance with the Federal Trade Commission document. Guides for the Use of Environmental Marketing Claims, 16 CFR 260.7 (e), available at www. Ftc.gov/bcp/grnrule/guides980427.htm.

- Rapidly renewable building materials and products (made from plants that are typically harvested within a ten-year cycle or shorter) for 5% of the total value of all building materials and products used in the project is encouraged.
- Use a minimum of 20% of building materials and products that are manufactured regionally within a radius of 350 miles.
    1. Manufacturing refers to the final assembly of components into the building product that is furnished and installed by the tradesmen. For example, if the hardware comes from Dallas, Texas, the lumber from Vancouver, British Columbia, and the joist is assembled in Orem, Utah; then the location of the final assembly is Orem, Utah.
- 50% of wood-based materials and products, certified in accordance with the Forest Stewardship Council's Principles and Criteria, for wood building components including, but not limited to, structural framing and general dimensional framing, flooring, finished and bracing, concrete form work and pedestrian barriers is encouraged.

3.09 Recycling and Waste Management

Intent

The incorporation of an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling including paper, corrugated cardboard, glass, plastics, and metals is encouraged.

Standard

- The development and implementation of a waste management plan, quantifying material diversion goals is recommended. Strive to recycle and/or salvage 75% minimum of construction, demolition and land clearing waste. Calculations can be done by weight or volume, but must be consistent throughout.

3.10 Coordination of Materials and Details

Intent

Use details and features that work well with the chosen primary and secondary building materials. Design with integrity such that details are visually true and consistent with their materials of construction.

3.11 Materials

3.11.1 Structural Elements

Allowed Materials

(See guidelines below for use of allowed materials)

- Wood
- Brick
- Stone
- Glass
- Architectural Concrete Panels
- Concrete Block Masonry
- Architectural Metal Panels
- Siding / Cement Fiber Panels

Prohibited Materials

- Stucco
- E.I.F.S.
- Tilt - Up Concrete Panels

Guidelines

- Express the structural elements such as columns, posts, beams, and lintels as an important character-defining part of the building.
- Horizontal to vertical steel and wood connections should be carefully designed and crafted.
- Structural details should be expressed where appropriate, rather than hidden behind walls and veneers.
- Structural bracing for lateral (wind and seismic) loads can be particularly expressive.
- Expression of structural members and details should be consistent throughout the building, and harmonious with the overall architectural character.
- The expression of structural elements should be simple and honest – avoid the use of faux structural members.
- The overall appearance, scale, and effects of structural expression should be consistent with psychological expectations of the materials (i.e. columns and beams should be proportionate to the mass and load perceived to be carried).

3.11.2 Brick

Guidelines

- Material should be used in a manner that achieves a sense of permanence and quality.
- Dimensions of facades and openings should course out with brick modules where possible, to avoid small, cut pieces of brick.
- Trim with appropriate water table detail.
- Brick should appear self-supporting and three-dimensional. Avoid wide spans (over 10') at openings.
- Use some form of header or lintel at all openings. These should be deeper for wider spans.
- Use inset windows, brick jamb returns, and projecting sills at windows.
- Avoid pieces of wall that are less than one brick wide between opening, or less than two bricks wide at a corner.
- Use the range of decorative patterns brick offers. Use combinations of soldiers, headers, stringers, etc. to form patterns that create variation and texture. Use patterns in a manner consistent with the material.

3.11 Materials

3.11.3 Stone

Guidelines

- Use stone in a manner that appears self-supporting and three-dimensional in order to feel genuine.
- Avoid wide spans (over 10') at openings.
- Avoid narrow pieces of stone wall less than 1' wide between openings, and less than 2' wide at corners.

3.11.4 Siding / Cement Fiber Panels

- Cement-based product should have a genuine appearance and use an authentic manner when detailing.
- Vinyl, plywood, or pressboard siding will not be approved.
- Critical details, both visually and functionally, are joint sealings at corners, soffits, openings, and between siding pieces.
- Combinations of trim, fascia, subfascia, soffits, eaves, and rakes protect the vulnerable joints in a building that is sided. Work to create a functional, unified, and harmonious family of these details.
- Ensure that the scale of details is appropriate to the function.
- Apply details consistently on all sides of the building.
- Stagger vertical joints in horizontal pieces of siding.
- Avoid small sections of siding between openings and at corners.
- Use a base to protect sided walls from the elements. Masonry bases are preferred.
- Provide an attractive and functional transition to the base.

3.11.5 Architectural Metal Panels

Guidelines

- Metal panels are approved upon submittal of a mock-up panel.
- Colors should be factory-finished for durability, not field-finished.
- Use ribbed or smooth panels.
- Encourage ribbing patterns of a smaller dimension to avoid an industrial look.
- Use more durable gauges of metal – 22 or 24 gauge is preferred.
- Use trim, fascia that are similar to other siding materials.
- Critical details, both visually and functionally, are joint sealing at corners, soffits, openings, and between siding pieces.
- Create a unified approach to detail work and ensure an appropriate scale of details.
- Pay close attention to attachment details that will be visible – ensure that lines are neat and attachments are appropriately spaced.
- Avoid small sections between openings and at corners.

3.11.6 Architectural Glass

Guidelines

- Avoid large expanses or huge panels with no scale.
- Use glass as a visually "light" material, such as the upper parts of a building

where it will not appear weighed down by heavier materials or where a substantial structure is readily visible.

- Use of highly shaded or reflective glass is discouraged.
- Framing material of the glass should be harmonious in color, texture, and material with the rest of the building.
- Use muntins or mullions to break up panels.
- Keep clean lines at the corners.
- Use of a low-E glass is encouraged, especially on South and West elevations.
- Avoid use of faux glasses, such as plexi-glass.
- Use of canopies to provide light while shielding inclement weather is acceptable.

3.11.7 Architectural Concrete Panels

Guidelines

- Break-up large spans with control joints, seams or detail work. Uninterrupted spans should not exceed 20' for cast in place concrete.
- Use of pre-cast concrete panels is acceptable.
- Use texture and finishes to create detail, but avoid faux finishes.
- Tie details and breaks into logical stress points such as doors and openings.
- Avoid honeycombing – achieve a consistent finish.
- Use inset windows.
- Tilt - Up concrete panels are prohibited.

3.11.8 Concrete Block Masonry

Guidelines

- A modular material – use in a similar manner to brick.
- Dimensions to façades and openings should course out with the block modules where possible, to avoid small cut pieces of block.
- Use a texture or color finish for visible areas.
- Consider the use of patterns to enhance the building – create cornices, wall caps, water tables, and other details using patterns.
- Accent with detail blocks of different texture/finish.
- Use inset windows.
- Avoid sections of wall that are less than one block wide between openings, or less than two blocks at corners.
- Use a base to protect sided walls from the elements. Masonry bases are preferred.
- Provide an attractive and functional transition to the base.

4.01 Outdoor Landscape Treatments

Intent

To create and define the various landscape treatments associated with the varying types of outdoor open space areas and gathering spaces including but not limited to public rights of way, merchant entry drives, parking lots, pedestrian corridors, plazas and courtyards, and edge conditions between private lots and public rights of way.

Standards

- Standards apply to outdoor hardscape, site furnishings, site amenities, landscape and irrigation.
- With the exception of flowering accent trees, plant material shall be native and/or Utah Water Wise with Crop Coefficients (Kc) that are very low (VL = 0 to .10), low (L = .10 to .30), or Moderate, (M = .31 to .60).
- Plant Material with different Crop Coefficients (Kc) shall be designed and separated from one another (i.e. plant material with a Medium Kc shall not be located in the same planting bed as plant material with a Low Kc).
- Peak Water Demand for irrigation systems shall be calculated as follows:
  - (Sq.Ft. of Each Type of Plant Material x Reference ETo x Kc/Du) x .62 = Peak Demand for Month.
  - Peak Demand for Month /4.33/6/6/60 = Peak Demand in Gallons Per Minute GPM)

  Reference ETo = Reference Evaptranspiration
  Kc = Crop Coefficient
  Du = Distribution of Uniformity
  Peak Demand = Irrigation Demand for the highest Reference ETo month of the year. Peak Demand is to be used for irrigation design and hydraulic analysis.
  .62 = Conversion Factor for Number of Gallons in 1 Cubic Foot
  4.33 = Weeks Per Month
  6 = Six Day Watering Window
  6 = Six Hour a Day Watering Window
  60 = Conversion to Gallons Per Minute (GPM)
- All irrigation systems shall be capable of being operated by a smart controller which is capable of communicating with a weather device making real time program runtime adjustments based on real time weather changes in temperature, solar radiation, relative humidity, rain and wind that is relevant to the Park City area.
- All controllers shall be protected against lightning utilizing the appropriate surge protection equipment relevant to the controller and an 8' triangular grounding rod grid.
- Irrigation systems that are owned by different land owners within private lots shall have separate dedicated water meters, separate dedicated electrical points of connection and a separate dedicated pressure supply line and a separate dedicated controller that is not connected to adjacent irrigation systems.
- Irrigation systems that are within public rights-of-way shall have separate dedicated water meters, separate dedicated electrical points of connection and a separate dedicated pressure supply line and a separate dedicated controller that is not connected to adjacent irrigation systems.
- Irrigation systems shall not be cross connected between water meters.
- All points of connection shall be equipped with master valves and flow sensors that are connected and programmed into the controller so that automatic shut-off of the irrigation system occurs in the event of a pressure supply line, non-pressure lateral line and/or head break.
- Landscape and irrigation within public rights-of-way shall be maintained by the business owner's association.
- Landscape, irrigation, site furnishings, and amenities within each private lot shall be maintained by each private lot owner.

4.02 Public Rights of Way

Intent

To define site amenities, landscape, and irrigation for public rights-of-way.

Standards

- Meet Park City's requirements for landscape and irrigation.
- Private site amenities may be located in public rights-of-way provided that they are approved by Park City and the applicant enters into an encroachment removal agreement for such amenities.
- Maintenance of all signage and monumentation, hardscape treatments, landscape, and irrigation within public rights-of-way shall be the responsibility of the business owners association.
- Irrigation equipment for native grasses, shrubs, and ground covers within public rights-of-way shall consist of 12" rotors on riser and/or 12" pop-up spray heads with matched precipitation rates, consistent distribution of uniformity characteristics, and radius of throw for the area in question.
- Non-pressure lateral line within rights-of-way may be on-grade provided that all on-grade pipe is UV resistant.

Guidelines

- Private site amenities may included but are not limited to signage and monumentation and hardscape treatments.
- Shrubs within public rights-of-way that are greater than 3' in height shall not be located within site lines for vehicular traffic at intersections.
- Trees within public rights-of-way may be located within the site line for vehicular traffic at intersections provided that there is a 7' clearance (at mature height), between the ground and tree branching.
- Irrigation for landscape materials within public rights-of-way shall consist of a dedicated supplemental irrigation system for trees that is independent from shrubs, grasses and groundcovers.
- Landscaping within public rights of way shall consist of the following native grass and shrub mix:

Application Rate	Botanical Name	Common Name
3	Agropyron smithii	Western Wheatgrass
2	Agropyron trachycaulium	Slender Wheatgrass
2	Agropyron elongatum	Tall Wheatgrass
4	Poa sanbergii	Sandberg Bluegrass
3	Cryzopis hymenoides	Indian Ricegrass
7	Festuca ovina	Sheep fescue
35	Elymus cinersus	Basin Wildrye
1	Pershia tridentada	Antelope Bitterbrush
.15	Artemesia tridentada	Mountain Big Sagebrush
2	Agropyran spicatum	Bluebunch Wheatgrass
.25	Penstemon palmeri	Palmer Penstemon
.45	Linum lewisii	Blue Flax

Seed Application

- 20 lbs per acre.
- Additional 7lbs per acre of Quick-Guard Nurse crop (Tristiate sp.).

Guidelines

- *For Tree, Shrub, Vines and Groundcover Landscape Palette See Section 4.08.*

4.03 Merchant Entry Drives

Intent

To define site amenities, landscape, and irrigation for merchant entry drives.

Standards

- Meet Park City's requirements for landscape and irrigation.
- Site amenities located along merchant entry drives may include enhanced hardscape and building monumentation, landscape and monumentation lighting, and larger specimen plant materials. Refer to applicable sections within this design guideline document for further clarification of these items.
- Maintenance of all site furnishings, signage and monumentation, hardscape treatments, landscape, and irrigation within merchant entry drives shall be the responsibility of the business owners association.
- Irrigation for landscape materials within merchant entry drives shall consist of a dedicated supplemental irrigation system for trees that is independent from shrubs, grasses, and groundcovers.
- Irrigation equipment for native grasses, shrubs, and groundcovers within merchant entry drives shall consist of 12" rotors on riser and/or 12" pop-up spray heads with matched precipitation rates, consistent distribution of uniformity characteristics, and radius of throw for the area in question.
- Non-pressure lateral lines within rights-of-way may be on-grade provided that all on-grade pipe is UV resistant.

Guidelines

- Private site amenities may include but are not limited to signage and monumentation, and hardscape treatments.
- Shrubs within merchant entry drives that are greater than 3' in height shall not be located within site lines for vehicular traffic at intersections.
- Trees within merchant entry drives may be located within the site line for vehicular traffic at intersections provided that there is a 7' clearance (at mature height), between the ground and tree branching.
- Hardscape and monumentation must be compatible in style, material, color, and finish with adjacent buildings.
- *For Tree, Shrub, Vines and Groundcover Landscape Palette See Section 4.08.*

4.04 Parking Lots

Intent

To define site amenities, landscape, and irrigation for parking lots.

Standards

- Meet Park City's requirements for landscape and irrigation.
- Site amenities located within parking lots may include enhanced hardscape, trash enclosures, landscape, and irrigation. Refer to applicable sections within this design guideline document for further clarification of these items.
- Maintenance of all site amenities, landscape, and irrigation within parking lots shall be the responsibility of each individual private land owner.
- Irrigation for landscape materials within parking lots shall be integral to on site irrigation systems.
- Irrigation for landscape materials within parking lots shall consist of a dedicated supplemental irrigation system for trees that is independent from shrubs, grasses, and groundcovers.

Guidelines

- *For Tree, Shrub, Vines and Groundcover Landscape Palette See Section 4.08.*

4.05 Pedestrian Corridors and Trails

Intent

To define site amenities, landscape, and irrigation for pedestrian corridors and trails.

Standards

- Meet Park City's requirements for landscape and irrigation.
- Site amenities located within pedestrian corridors and trails may include site furnishings, pedestrian signage, pedestrian lighting, enhanced hardscape, trail head links to adjacent regional trail systems, landscape, and irrigation. Refer to applicable sections within this design guideline document for further clarification of these items.
- Maintenance of all site amenities, landscape, and irrigation within pedestrian corridors shall be the responsibility of each individual land owner.
- Landscape within pedestrian corridors shall be integral to other irrigation within each individual private lot.
- Irrigation for landscape materials within pedestrian corridors shall consist of a dedicated supplemental irrigation system for trees that is independent from shrubs, grasses, and groundcovers.
- Pedestrian corridors may consist of both stairs and ramps. Ramps shall meet all applicable ADA compliance standards.

Guidelines

- *For Tree, Shrub, Vines and Groundcover Landscape Palette See Section 4.08.*

4.06 Edge Conditions and Interface with Public Rights of Way

Intent

To define edge conditions and treatments between edge conditions and interfaces.

Standards

- Provide edge conditions between varying use areas that provide a smooth and harmonious transition between uses.

Guidelines

- Edge conditions that require retaining walls shall be planned and designed so that a minimum 4' landscape area separates the bottom and top of walls from adjacent pedestrian and vehicular use areas such as sidewalks, roads, and parking areas.
- Retaining walls shall be constructed of materials that can allow plant material to be interspersed within the wall structure.
- Materials for retaining walls shall be consistent with adjacent building exterior materials, finishes, and colors.
- Use of natural retaining devices is encouraged.
- Retaining devices shall be constructed with a front batter not to exceed 2:1 vertical deviation.
- Retaining devices shall be no greater than 4 vertical feet in height before requiring a 10 foot separation prior to beginning the next retaining wall (ie. step).
- Building ground plane edges may consist of building to hardscape and/or building to landscape transitions.

Guidelines

- *For Tree, Shrub, Vines and Groundcover Landscape Palette See Section 4.08.*

4.07 Water Energy and LEED Guidelines

Intent

To define site amenities, landscape, and irrigation for parking lots.

Standards

- Meet LEED® Standard SS Prerequisite 1 Construction Activity Pollution Prevention.
- Meet LEED Standard SS Credit 5.1 Site Development. Protect or Restore Habitat by using only native and/or Utah Water Wise Plant Material.
- Meet LEED Standard SS Credit 7.1 Heat Island Effect Non-Roof by meeting any combination of the following strategies for 50% of site hardscape: shade within 5 years of occupancy, paving materials with an SRI of at least 29 or above or, use an open grid paving system.
- Meet LEED Standard SS 8 Light Pollution Reduction. Comply with LZ3 lighting zone standards.
- Meet LEED Standard WE 1.1 Water Efficient Landscaping by reducing irrigation demand by 50% for design case when compared to baseline case.
- Meet LEED Standard WE 1.2 Water Efficient Landscaping. Non-potable secondary sources of irrigation may be used in-lieu of potable sources.

PLANTS LISTS

4.08 Suggested Trees, Shrubs, Vines, and Groundcovers

Landscape Pallette Hardiness Zone 3

Evergreen Trees (Zone 3)

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Abier concolor	White Fir	50'x30'	Yes	No	M
Pinus contorta latifolia	Lodgepole Pine	50'x30'	Yes	No	M
Pinus edulis	Pinyon Pine	30'x15'	Yes	Yes	L
Pinus nigra	Austrian Pine	60'x30'	No	Yes	M
Pinus Pondersosa	Ponerosa Pine	50'x40'	No	Yes	L
Pinus sylvestris	Scotch Pine	60'x25'	No	Yes	M

Upright Evergreen Trees (Zone 3)

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Juniperus monosperma	One Seed Juniper	18'x18'	Yes	Yes	VL
Juniperus scopulorum 'Cologreen'	Cologreen Juniper	12'x5'	No	Yes	VL
Juniperus scopulorum 'Gray Gleam'	Gray Gleam Juniper	15'x3'	No	Yes	VL
Juniperus scopulorum 'Medora'	Medora Juniper	20'x12'	No	Yes	VL
Juniperus scopulorum 'Wichita Blue'	Wichita Blue Juniper	20'x8'	No	Yes	VL
Pinus mugo fastigiata	Columnaris Mugho Pine	6'x2'	No	Yes	L

Deciduous Trees (Zone 3)

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Acer glabrum	Rocky Mountain Maple	30'x20'	Yes	Yes	L
Acer grandidentatum	Big Tooth Maple	30'x20'	Yes	Yes	L
Acer tatarica	Tatarian Maple	25'x30'	No	Yes	M
Acer tatarica 'Garann'	Hot WingsTM Maple	20'x15'	No	Yes	M
Acer tatarica 'Pattern PerfectTM'	Pattern Perfect TM Maple	20'x15'	No	Yes	M
Alnus incana/tenuifolia	Thinleaf Alder	20'x18'	Yes	No	M
Betula occidentalis fontinalis	Western Red Birch	30'x20'	Yes	No	H
Celtis occidentalis	Common Hackberry	40'x30'	No	Yes	M
Fraxinus mandshurica 'Mancana'	Manchurian Ash	50'x25'	No	Yes	L
Ginkgo biloga 'Autumn Gold'	Autumn Gold Maidenhair Tree	40'x30'	No	Yes	M
Ginkgo biloba 'Halka'	Halka Maindenhair Tree	45'x40'	No	Yes	M
Ginkgo biloba 'Magyar'	Magyar Maidenhair Tree	50'x30'	No	Yes	M
Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Maidenhair Tree	60'x20'	No	Yes	M
Ginkgo biloba 'Shangri-la'	Shangri-La Maidenhair Tree	45'x25'	No	Yes	M
Populus alba 'Pyramidalis'	Bolleana Poplar	50'x12'	No	Yes	M
Populus angustifolia	Narrowleaf Cottonwood	60'x40'	Yes	No	H

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Quercus macrocarpa	Burr Oak	55'x45'	No	Yes	L
Robinia pseudoaccacia 'Purple Robe'	Purple Robe Locust	50'x32'	No	Yes	L
Salix amygdaloides	Peach Leaf Willow	40'x35'	Yes	No	H
Salix scouleriana	Souler Willow	30'x20'	Yes	No	H
Sorbus scopulina	Western Mountain Ash	15'x12'	Yes	No	M

Ornamental Trees (Zone 3)

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Malus 'Golden Raindrops'	Flowering Crab Apple	20'x15'	No	No	M
Malus 'Morning Princess'	Flowering Crab Apple	10'x8'	No	No	M
Malus 'Radiant'	Flowering Crab Apple	25'x15'	No	No	M
Malus 'Red Splendor'	Flowering Crab Apple	20'x20'	No	No	M
Malus 'Royal Beauty'	Flowering Crab Apple	10'x5'	No	No	M
Malus 'Royal Gem'	Flowering Crab Apple	8'x8'	No	No	M
Malus 'Sargentii Tina'	Flowering Crab Apple	5'x6'	No	No	M

Evergreen Shrubs (Zone 3)

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Cercocarpus ledifolius	Curleaf Mountain Mahogany	12'x10'	Yes	Yes	VL
Cowania Mexicana	Cliff Rose	4'x8'	No	Yes	VL
Juniperus communis	Common Juniper	24"x4'	Yes	Yes	M
Juniperus communis depressa 'Blueberry Delight'	Blueberry Delight Juniper	12"x5'	No	Yes	M
Juniperus horizontalis 'Bar Harbor'	Bar Harbor Juniper	12"x6'	No	Yes	M
Juniperus horizontalis 'Blue Chip'	Blue Chip Juniper	8'x6'	No	Yes	M
Juniperus horizontalis 'Hughes'	Hughes Juniper	6'x5'	No	Yes	M
Juniperus horizontalis 'Icee Blue'	Icee Blue Juniper	4'x8'	No	Yes	M
Juniperus horizontalis 'Limeglow'	Limeglow Juniper	18"x6'	No	Yes	M
Juniperus horizontalis 'Prince of Wales'	Prince of Wales Juniper	6"x10'	No	Yes	M
Juniperus horizontalis 'Wiltoni'	Wiltoni Juniper	4"x8'	No	Yes	M
Juniperus horizontalis 'Youngstown'	Youngstown Juniper	18"x6'	No	Yes	M
Juniperus sabina	Arcadia Juniper	18"x8'	No	Yes	M
Juniperus sabina 'Broadmoor'	Broadmoor Juniper	12"x6'	No	Yes	M
Juniperus sabina 'Buffalo'	Buffalo Juniper	12"x8'	No	Yes	M

Evergreen Shrubs (Zone 3) Continued...

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Juniperus sabina 'Calgary Carpet'	Calgary Carpet Juniper	18"x10'	No	Yes	M
Juniperus sabina 'Moordense'	Moordense Juniper	12"x6'	No	Yes	M
Juniperus sabina 'New Blue Tam'	New Blue Tam Juniper	18"x6'	No	No	M
Juniperus sabina 'Scandia'	Scandia Juniper	12"x6'	No	Yes	M
Juniperus sabina 'Sierra Spreader'	Sierra Spreader Juniper	12"x8'	No	Yes	M
Pachistima myrsinites	Mountain Lover	24"x4'	Yes	No	-
Pinus mugo mugus Shrubby Swiss Mountain 'Pumilio'	Mugho Pine	4'x4'	No	Yes	M
Pinus mugo mugus 'Tyrolean'	Dwarf Mugo Pine	4'x6'	No	Yes	M
Pinus mugo mugus 'Honibrookiana'	Honibrookiana Pine	8'x6'	No	Yes	L

Large Deciduous Shrubs (Zone 3)

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Cotoneaster lucidus	Peking Cotoneaster	3'x10'	No	Yes	L
Lonicera X 'Honeyrose'	Honeyrose Honeysuckle Bush	10'x10'	No	Yes	M
Physocarpus opulus 'Diablo'	Diablo Ninebark	10'x10'	No	Yes	L

Large Deciduous Shrubs (Zone 3) Continued...

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Rhus typhina	Staghorn Sumac	10'x15'	No	Yes	L
Salix exigua	Sand Bar / Coyote Willow	16'x10'	Yes	No	H

Medium Deciduous Shrubs (Zone 3)

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Caragana arborescens	Weeping Peashrub	5'x5'	No	Yes	L
Physocarpus opulus 'Snowfall'	Snowfall Ninebark	6'x6'	No	Yes	L
Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Rhus glabra 'cismontana'	Dwarf Smooth Sumac	5'x5'	Yes	Yes	L
Rhus glabra laciniata	Cutleaf Smooth Sumac	8'x8'	No	Yes	L
Rhus typhina laciniata	Cutleaf Staghorn Sumac	8'x15'	No	Yes	L
Ribes aureum	Golden Currant	6'x6'	Yes	No	L
Rubus deliciosus	Rocky Mountain Thimbleberry	5'x6'	Yes	No	L
Salix drummondiana	Drummond Willow	8'x10'	Yes	No	M
Symphoricarpos alba	Common Snowberry	6'x6'	Yes	Yes	L
Symphoricarpos orbiculatus	Indian Currant	5'x8'	No	Yes	L

Small Deciduous Shrubs (Zone 3)

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Artemisia frigid	Fringed Sage	8"x36"	No	Yes	VL
Artemisia nova	Black Sage	18"x18"	Yes	Yes	VL
Artemisia tridentate	Big Sage	4'x4'	Yes	Yes	VL
Artemisia tridentate wyomingensis	Wyoming Big Sage	3'x3'	Yes	Yes	VL

Small Deciduous Shrubs (Zone 3) Continued...

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Caragana pygmaea	Pygmy Peashrub	3'x5'	No	Yes	L
Chrysothamnus nauseosus	Rabbitbrush	4'x3'	Yes	Yes	VL
Chrysothamnus nauseosus glauca	Blue Rabbitbrush	4'x3'	No	Yes	VL
Prunus besseyi 'Paunee ButtesTM'	Pawnee Buttes TM Sand Cherry	18"x6'	No	Yes	L
Ribes cereum	Wax Currant	4'x4'	Yes	Yes	L
Symphoricarpos oreophilus	Mountain Snowberry	4'x4'	Yes	Yes	L

Vines and Ground Covers (Zone 3)

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Ajuga reptans	Bugleweed	H 6"	No	Yes	L
Cerastium tomentosa	Snow in Summer	4-6"	No	Yes	L
Fragaria vesca	Woodland Strawberry	4-6"	Yes	Yes	M
Lonicera x brownie	Dropmore Scarlet Honeysuckle	H 12'	No	Yes	M
Parthenocissus quinquefolia	Virginia Creeper	H 30'	No	Yes	L
Sedum acre	Utah/Goldmoss Sedum	H 3"	No	Yes	L
Sedum spurium	Dragon's Blood Stonecrop	H 3-6"	No	Yes	L
Sedum spurium	Tricolor Stonecrop	3-4"	No	Yes	L
Sempervivum tectorum	Hens and Chicks	H 2-4"	No	Yes	VL
Thymus lanuginosus	Woolly Thyme	H 2-3"	No	Yes	L
Thymus serphyllum	Mother Thyme	2-6"	No	Yes	L
Thymus serphyllum coccineus	Red Creeping Thyme	2-6"	No	Yes	L

Perennials and Grasses (Zone 3)

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Achillea millefolium	Cerise Queen Yarrow	24″	No	Yes	L
Achillea millefolium	Paprika Yarrow	24-30″	No	Yes	L
Achillea millefolium	Summer Pastels	24″	No	Yes	L
Achillea tomtentosa	King Edward's Yarrow	10″	No	Yes	L
Achillea x	Moonshine	18-30″	No	Yes	L
Agastache rupestris	Sunset Hyssop	20-24″	No	Yes	L
Alcea rosea	Charter's Double Hollhock	4-6′	No	Yes	L
Alcea rosea	Peaches n' DreamsTM Hollyhock	36-40″	No	Yes	L
Alcea rosea	Single Mix Hollyhock	4-6′	No	Yes	L
Alchemilla mollis	Thriller Lady's Mantle	18″	No	Yes	L
Aquilegia crysantha	Yellow Star Columbine	24-30″	Yes	No	L
Baptisia austalis	False Indigo	3-48″	No	Yes	L
Brunnera macrophylla	Common Heartleaf Brunnera	12-18″	No	Yes	M
Brunnera macrophylla	Jack Frost	12-18″	No	Yes	M
Campanula carpatica	Blue Clips Bellflower	6-8″	No	Yes	M
Campanula carpatica	White Clips Bellflower	6-8″	No	Yes	M
Centaurea Montana	Gold Bullion Mountain Bluet	12-18″	No	Yes	L
Centaurea Montana	Mountain Bluet	24″	No	Yes	L
Coreopsos grandiflora	Baby Sun Tickseed	15-20″	No	Yes	L
Coreopsis vericilata	Moonbeam Tickseed	18-24″	No	Yes	L
Coreopsis verticillata	Zagreb Tickseed	12-18″	No	Yes	L
Dianthus allwoodii	Frosty Fire Dianthus	6-8″	No	Yes	M
Dianthus deltoids	Artic Fire Dianthus	6-10″	No	Yes	M
Dianthus gratianapolitanus	Fire Witch Dianthus	6″	No	Yes	M
Dianthus gratiananpolitanus	Tiny Rubies Dianthus	1-2″	No	Yes	M

Perennials and Grasses (Zone 3) Continued...

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Echinacea purpurea	Doubledecker Coneflower	30-36"	No	Yes	L
Echinacea purpurea	Magnus Coneflower	3-4"	No	Yes	L
Echinacea purpurea	White Swan Coneflower	3-4"	No	Yes	L
Gaillardia aristata	Arizona Sun Blanketflower	18-24"	No	Yes	L
Gaillardia grandiflora	Fanfare Blanketflower	18-24"	No	Yes	L
Gaillardia grandiflora	Mandarin Blanketflower	18-24"	No	Yes	L
Gazanial linearis	Colorado Gold	2-4"	No	Yes	L
Hemerocallis sp.	Chicago Picotee Memories Daylily	24-30"	No	Yes	L
Hemerocallis sp.	Gentle Shepherd Daylily	26"	No	Yes	L
Hemerocallis sp.	Ice Carnival Daylily	28"	No	Yes	L
Hemerocallis sp.	Joan Senior Daylily	25"	No	Yes	L
Hemerocallis sp.	Moonlight Masquerade Daylily	26"	No	Yes	L
Hemerocallis sp.	Nanuqu Daylily	27"	No	Yes	L
Hemerocallis sp.	Pandora's Box Daylily	24-26"	No	Yes	L
Hemerocallis sp.	Siloam Uy Winniford Daylily	26"	No	Yes	L
Hemerocallis sp.	Sunday Gloves Daylily	26"	No	Yes	L
Hemerocallis sp.	Buttered Popcorn Daylily	32"	No	Yes	L
Hemerocallis sp.	Carolyn Criswall Daylily	24"	No	Yes	L
Hemerocallis sp.	Double Talk Daylily	24"	No	Yes	L
Hemerocallis sp.	Happy Returns Daylily	16"	No	Yes	L
Hemerocallis sp.	Hyperion Daylily	40"	No	Yes	L
Hemerocallis sp.	Leo Won Daylily	20"	No	Yes	L
Hemerocallis sp.	Love Those Eyes Daylily	26"	No	Yes	L
Hemerocallis sp.	Mary Todd Daylily	26"	No	Yes	L

Perennials and Grasses (Zone 3) Continued...

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Hemerocallis sp.	Patio Parade Daylily	28″	No	Yes	L
Hemerocallis sp.	Siloam Amazing Daylily	24″	No	Yes	L
Hemerocallis sp.	Spellbinder Daylily	30″	No	Yes	L
Hemerocallis sp.	Stella d' Oro Daylily	15″	No	Yes	L
Hemerocallis sp.	Tom Collins Daylily	26″	No	Yes	L
Hemerocallis sp.	Yellow Stone Daylily	30″	No	Yes	L
Hemerocallis sp.	Bertie Ferris Daylily	20″	No	Yes	L
Hemerocallis sp.	Bright Sunset Daylily	36″	No	Yes	L
Hemerocallis sp.	Mauna Loa Daylily	18″	No	Yes	L
Hemerocallis sp.	Rocket City Daylily	36″	No	Yes	L
Hemerocallis sp.	Ruffled Apricot Daylily	28″	No	Yes	L
Hemerocallis sp.	South SeasTM Daylily	30″	No	Yes	L
Hemerocallis sp.	Spanish Glow Daylily	26″	No	Yes	L
Hemerocallis sp.	Bama Music Daylily	28″	No	Yes	L
Hemerocallis sp.	Carlotta Daylily	25″	No	Yes	L
Hemerocallis sp.	Catherine Woodbury Daylily	36″	No	Yes	L
Hemerocallis sp.	Chorus Line Daylily	25″	No	Yes	L
Hemerocallis sp.	Coral Mist Daylily	24″	No	Yes	L
Hemerocallis sp.	Double Dream Daylily	24″	No	Yes	L
Hemerocallis sp.	Elegant Candy Daylily	24″	No	Yes	L
Hemerocallis sp.	Evening Gown Daylily	28″	No	Yes	L
Hemerocallis sp.	Fairy Tale Pink Daylily	28″	No	Yes	L
Hemerocallis sp.	French Tudor Daylily	28″	No	Yes	L
Hemerocallis sp.	Hall's Pink Daylily	24″	No	Yes	L
Hemerocallis sp.	Hush Little Baby Daylily	22″	No	Yes	L
Hemerocallis sp.	Jolyene Nichole Daylily	22″	No	Yes	L

Perennials and Grasses (Zone 3) Continued...

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Hemerocallis sp.	Living Color Daylily	24″	No	Yes	L
Hemerocallis sp.	Mardi Gras Parade Daylily	24″	No	Yes	L
Hemerocallis sp.	My Melinda Daylily	24″	No	Yes	L
Hemerocallis sp.	Praire Bella Daylily	20″	No	Yes	L
Hemerocallis sp.	Rosy Returns Daylily	14″	No	Yes	L
Hemerocallis sp.	Shy Maiden Daylily	24″	No	Yes	L
Hemerocallis sp.	Vera Bigelow Daylily	28″	No	Yes	L
Hemerocallis sp.	Alabama Jubilee Daylily	30″	No	Yes	L
Hemerocallis sp.	Baja Daylily	26″	No	Yes	L
Hemerocallis sp.	Chicago Apache Daylily	30″	No	Yes	L
Hemerocallis sp.	George C. Bingham Daylily	22″	No	Yes	L
Hemerocallis sp.	Gordon Biggs Daylily	26″	No	Yes	L
Hemerocallis sp.	James Marsh Daylily	28″	No	Yes	L
Hemerocallis sp.	Jungle Beauty Daylily	30″	No	Yes	L
Hemerocallis sp.	Miracle Maid Daylily	28″	No	Yes	L
Hemerocallis sp.	Pardon Me Daylily	18″	No	Yes	L
Hemerocallis sp.	Ruffled Ruby Daylily	28″	No	Yes	L
Hemerocallis sp.	Siloam Show Girl Daylily	18″	No	Yes	L
Hemerocallis sp.	Summer Wine Daylily	28″	No	Yes	L
Hemerocallis sp.	Woodside Ruby Daylily	34″	No	Yes	L
Hemerocallis sp.	Little Grapette Daylily	12″	No	Yes	L
Hemerocallis sp.	Prairie Blue Eyes Daylily	28″	No	Yes	L
Hemerocallis sp.	Pretty Woman Daylily	20″	No	Yes	L
Hemerocallis sp.	Purple d' Oro Daylily	15-18″	No	Yes	L
Hemerocallis sp.	Razzamatazz Daylily	20″	No	Yes	L
Heuchera x brizoides	Firefly Coral Bells	12″	No	Yes	L

Perennials and Grasses (Zone 3) Continued...

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Hosta x	Wide Brim Hosta	16"x36"	No	Yes	L
Iris germanica	German Iris	36"	No	Yes	L
Iris germanica	American Classic	-	No	Yes	L
Iris germanica	Before the Storm	-	No	Yes	L
Iris germanica	Beverly Sills	-	No	Yes	L
Iris germanica	Chasing Rainbows	-	No	Yes	L
Iris germanica	Clarence	-	No	Yes	L
Iris germanica	Descanso	-	No	Yes	L
Iris germanica	Enchanted One	-	No	Yes	L
Iris germanica	Harvest of Memories	-	No	Yes	L
Iris germanica	Immortality	-	No	Yes	L
Iris germanica	Jitterbug	-	No	Yes	L
Iris germanica	Savannah Sunset	-	No	Yes	L
Iris germanica	Swingtown	-	No	Yes	L
Iris germanica	Warrior King	-	No	Yes	L
Iris missouriensis	Rocky Mountain Iris	18-24"	Yes	Yes	L
Kniphofia	Royal Castle Red Hot Poker	24-36"	No	Yes	L
Leucanthemum superbum 'maximum'	Shasta Daisy	18-24"	No	Yes	L
Leucanthemum superbum 'maximum'	Esther Reed	-	No	Yes	L
Leucanthemum superbum 'maximum'	White Knight	-	No	Yes	L
Lupinus argenteus	Silver Lupine	12-30"	Yes	Yes	L
Oenothera missouriensis	Ozark Sundrops Primrose	-	No	Yes	L

Perennials and Grasses (Zone 3) Continued...

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Penstemon cyananthus	Wasatch Penstemon	30-36"	Yes	Yes	L
Penstemon eatonii	Firecracker Penstemon	36"	Yes	Yes	L
Penstemon palmeri	Palmer's Penstemon	3-4'	Yes	Yes	L
Penstemon strictus	Rocky Mountain Penstemon	36"	No	Yes	L
Penstemon whippleanus	Whipple's Penstemon	20-28"	Yes	Yes	L
Scabiosa columbaria	Pincushion Flower	12-18"	No	Yes	L
Sedum spectabilis	Sedum	15-24"	No	Yes	L
Sedum telephium	Sedum	12-24"	No	Yes	L
Sphaeralcea munroana	Munro's Globemallow	24"	No	Yes	VL
Veronica spicata	Tickled Pink	12-16"	No	Yes	L

Grasses (Zone 3)

Botanical Name	Common Name	Mature Size	Native	Water Wise	Crop Coefficient
Phalaris arundinacea	Picta Ribbon Grass	24-36"	No	Yes	M

5.01 Building Exfiltration

Intent

Reduce light pollution, glare, and energy waste by directing light downward to appropriate areas of need and using appropriate light levels.

Standards

- Meet or provide lower light levels and uniformity ratios than those recommended by the illuminating Engineering Society of North America (IESNA). Recommended Practice Manual: Lighting for Exterior Environments (RP-33-99). Design exterior lighting such that all exterior luminaires with more than 1000 initial lamp lumens are shielded and all luminaires with more than 3500 initial lamp lumens meet the Full Cutoff IESNA Classification. The maximum candela value of all interior lighting shall fall within the building (not through windows) and the maximum candela value of all exterior lighting shall fall within the property. Any luminaire within a distance of 2.5 times its mounting height from the property boundary shall have shielding such that no light from that luminaire crosses the property boundary.

5.02 Night Sky Protection (For All Lighting)

Intent

To employ proper methods of energy-efficient lighting that will establish both safety and village identity while respecting the night sky. Many Western states are increasingly aware of the night sky as a resource that deserves to be protected. Careful attention to the selection of fixtures that are shielded or filtered to minimize ambient light is essential to preserving night views.

Standards

- Meet Park City's requirements for night sky protection.
- All applicable night sky ordinances shall be adhered to.
- Lighting shall be directed downward at all times (up-lighting is prohibited).
- Prohibited lighting includes the following (with the exception of landscape lighting directed towards building monumentation and pedestrian lighting):
    1. Metal halide (may be used for building monumentation and pedestrian lighting only).
    2. Mercury vapor (may be used for building monumentation and pedestrian lighting only).
    3. Quartz (may be used for building monumentation and pedestrian lighting only).
    4. Laser light or similar high-intensity for advertisement or entertainment (may be used for building monumentation and pedestrian lighting only).
    5. Searchlights.
    6. Glass tubing filled with neon.
- Light rays shall be shielded and filtered to prevent light from emitting above the horizontal plane.
- The following must be submitted for review:
    1. Locations, type of illuminating devices, fixtures, lamps, supports, reflectors, and other devices.
    2. Description of the illuminating devices, fixtures, lamps, supports, reflectors, and other devices. The description may include (but is not limited to) manufacturers' catalog cut sheets and drawings.
    3. Photometric data, such as that provided by manufacturers, showing the angle of cutoff for light emissions.
    4. A change request must be submitted to substitute any outdoor light fixture or the type of light source after approval has been issued.

Guidelines

- Solar power, photovoltaic cells, and/or motion detectors may be employed to conserve energy.
- Builders should seek to eliminate as much outdoor lighting as possible. Use only enough lighting for the specific use and avoid the tendency to over-light areas. The purposes of lighting in public spaces should be determined to provide the appropriate lighting level. Over-lighting results in a high contrast between light and dark areas, making the adjoining unlit areas seem darker. Refer to standards from IESNA for recommended light levels.

- Non-reflective surfaces below lighted areas should be used in order to prevent light from bouncing into the sky.
- Energy-efficient lamps, which provide appropriate lighting levels without consuming excessive energy, should be used.

The following chart should be used as a guideline:

Lamp Type	Shielding
Low pressure sodium	partial
High pressure sodium	full
Fluorescent	full
Incandescent > 160 W	full
Incandescent < 160 W	partial
Any light source 50 W – 75 W	None

Other – as specified on a case-by case basis, to be reviewed.

5.03 Street Lighting

Intent

To provide lighting that protects the health, safety, and welfare of vehicular traffic.

Standards

- All applicable night sky ordinances shall be adhered to.
- Lighting shall be directed downward at all times.
- Street lighting shall be coordinated with the appropriate utility agencies and shall have its own dedicated electrical point of connection.
- Street lights shall be owned by and maintained by the property owner.
- Street light columns and lighting shall be consistent with Park City Standards and requirements.
- Street lighting shall be shown clearly on all civil engineering and electrical engineering plans related to street improvements.
- The following must be submitted for review:
    1. Street Light Master Plan identifying location of all proposed street lights for review and approval prior to submitting construction documents.

Guidelines

Street lighting shall occur at all intersections and hazard areas and at required on center spacing along street rights of way as determined by Park City.

5.04 Parking Lot Lighting

Intent

To provide lighting that protects the health, safety, and welfare of vehicular traffic, and pedestrians within parking areas.

Standards

- All applicable night sky ordinances shall be adhered to.
- Lighting shall be directed downward at all times.
- Parking lot lighting shall be coordinated with the appropriate utility agencies and shall have its own dedicated electrical point of connection.
- Parking lot lighting shall be owned by and maintained by each individual building owner.
- Parking lot lighting shall be consistent in terms of spacing, type, heights, material, finish, and color in all private lots.
- Parking lot lighting shall be shown clearly on all civil engineering and electrical engineering plans related to site improvements.
- Parking lot lighting shall occur for all parking lots and shall be separate and apart from street lighting and shall be a maximum of 15' above finish grade.

5.05 Pedestrian Lighting

Intent

To provide lighting directly from building and secondary entries along pedestrian corridor that directs to parking and public sidewalk.

Standards

- All applicable night sky ordinances shall be adhered.
- Lighting shall be directed downward at all times.
- Pedestrian lighting shall be an integral part of the landscape construction document package.
- Pedestrian lighting shall be owned and maintained by each individual building owner.
- Pedestrian lot lighting may be unique to each building and shall enhance the overall character of the building entry.
- Pedestrian lighting shall occur from building entries to parking areas providing a direct path for pedestrians from building entry to parking lot. Main building entries shall be given priority over secondary entries.
- Pedestrian lighting shall be used only in high pedestrian traffic locations at main and secondary building entries.
- Pedestrian lighting may consist of:
  1. Metal halide
  2. Quartz

Guidelines

Pedestrian lighting may consist of bollard, and/or canned lighting products that are integral to hardscape elements.

5.06 Landscape and Entry Monument Lighting

Intent

To provide lighting to accentuate building architecture and related plant material around major building entries and entry monuments.

Standards

- All applicable night sky ordinances shall be adhered to.
- Lighting shall be directed downward at all times.
- Uplighting is prohibited.
- Landscape and entry monument lighting shall be an integral part of the landscape construction document package.
- Landscape and entry monument lighting shall be owned and maintained by each individual building owner.
- Landscape and entry monument lighting shall be unique to each building entry and shall enhance the overall character of the building entry and monumentation.
- Pedestrian lighting may consist of:
    1. Metal halide
    2. Quartz (may be used for building monumentation and pedestrian lighting only)
    3. Spot or Pin Lighting
    4. Moonlighting of large accent tree specimens

Guidelines

- Building monumentation lighting shall be an integral part of the building monument structure.
- All landscape lighting including building monumentation shall be designed in a fashion whereas the actual light source is hidden from view and only the illumination of such lighting is visible. Landscape lighting may be integrated with the irrigation system controller for timing and runtimes, and electrical point of connection. In the event that irrigation and landscape lighting utilize the same electrical point of connection, a separate breaker shall be installed for irrigation and landscape lighting.
- Site lighting should be directed onto accent vegetation or prominent site features such as building monumentation.

5.07 Building Signage Lighting

Intent

To provide lighting for building signage and to ensure attractive and durable signage that is harmonious in character with the surroundings.

Standards

- Signage should be front lit from eternal light sources that are screened from view.
- Internally lit signs are permitted by approval only.
- Illumination systems shall minimize energy usage by utilizing contemporary energy savings techniques and materials.

SIGNAGE

5.08 Project Monument Signs

Intent

To provide building and business/retail identification for pedestrian and vehicular traffic.

Standards

- Meet Park City's requirements for signage.
- Project monumentation shall occur within the boundaries of private lots only and shall not occur within any street right of way without prior consent of Park City and obtaining the appropriate encroachment removal agreement.
- All maintenance of project monument signage is the exclusive responsibility of the building owner.
- Monument size shall not exceed 8' in height for primary signage and 5' in height for secondary signage. Monument signage shall not exceed 15' in length and may be straight, curvilinear and/or freeform in geometry, so long as the overall aesthetic look of the monument is consistant with the adjacent building architecture.
- Monumentation lettering shall be located at a height clearly visible to a seated vehicular user and/or walking pedestrian and that is a minimum of six inches above ground plane plant material.
- Monumentation lettering may contain letter sizes of varying heights but in no case shall be less than 4" in height and shall be designed for vehicular traffic views that do not exceed 25 mph.
- Use of plastic and vinyl backed signage within monumentation is prohibited.

Guidelines

- Monumentation shall consist of natural and manmade materials that are consistent with the exterior building facade.
- Monumentation shall consist of no less than three changes in vertical and horizontal plane for face of monument (not including lettering). This may be accomplished through the use of caps, pilasters, and other physical plane breaks.
- Horizontal and vertical plane breaks shall be no less than 1" from the adjacent plane.
- Monumentation may be integrated with site grading operations (i.e. may also retain earth) or be free standing.
- In the event of free standing monumentation, the monument shall be located so that vertical planes approximate a perpendicular view from vehicular and pedestrian traffic and shall have the same identifying characteristics on both sides of the monument.
- Monumentation lettering may be either recessed and integral to the actual monumentation face or extend beyond the monument face. In the event that lettering extends beyond the monument face, each individual letter shall extend separately and shall extend a minimum of ½" beyond monument face.
- Monumentation lettering shall be a minimum of 6" above the mature height of the plant material directly below monumentation lettering.

SIGNAGE

5.09 Building Face Signs

Intent

To provide building and business/retail identification for pedestrian and vehicular traffic. Building face signs are integrated within the building facade and refer to the building and/or its tenants.

Standards

- Meet Park City's requirements for signage.
- Building face signs shall occur on building face that is clearly visible from the main entry of the building.
- All maintenance of building face signs is the exclusive responsibility of the building owner.
- Scale and proportion of graphics shall be compatible with the building's architectural character.
- Use of plastic and vinyl backed signage within monmentation is prohibited.
- Exterior lighting shall be mounted at least 3/4" from the building wall to permit proper drainage.
- Text for each individual sign shall be integrated with the architecture of the building.
- Maximum number of signs:
    1. Location: integrated within the building's facade.
    2. Maximum number of signs:
        - Multiple tenant, shared entry, and facade:
        - One per tenant per street-facing elevation, up to 2 per building.
        - Two building identification signs per building.
    3. Tenant specific:
        - One per tenant per street-facing elevation.
    4. Maximum size per sign:
        - One square foot per linear foot of building face with a maximum of 50 square feet per building face.
    5. Maximum letter height: 24 inches.

Guidelines

- Building signage may be iconic in nature featuring business name and logo.
- Building signage materials, color, and finish shall be integrated with other architectural elements.
- Refer to Section 5.02 for lighting guidelines.

SIGNAGE

5.10 Pedestrian Circulation and Pedestrian Trail Signage

Intent

To provide pedestrian information related to building and business location and type of business within the village along pedestrian corridors and join adjacent regional trails that meet the boundaries of the project site.

Standards

- Meet Park City's requirements for signage.
- Pedestrian circulation signage shall occur within the boundaries of private lots only.
- Use of plastic and vinyl backed signage is prohibited.

Guidelines

- Pedestrian signs shall consist of natural and manmade materials that are consistent with the exterior building facade and may include separate monumentation or be in the form of detached architectural elements such as kiosks.
- Pedestrian signs shall occur along primary public pedestrian corridors only.

5.11 Event Signage

Intent

To provide common event related signage within the business association of the village or that extends to the greater Park City area. Examples of such events consist but are not limited to awareness campaigns, festivals, recreational, and commercial events.

Standards

- Meet Park City's requirements for signage.
- Event signage may occur as an attachment to vehicular lighting. However, upon doing so, prior consent must be approved by Park City and appropriate encroachment removal agreements must be obtained.
- Maintenance event signage is the exclusive responsibility of the business owners association for internal events within the village and the event sponsor for events within the greater Park City Community.
- Use of fabric signage is encouraged.

Guidelines

- Event signage shall consist of fabric materials that are designed to withstand local wind forces.
- Event signage located on vehicular lighting posts shall be located in the upper third of the lighting post above reach of pedestrians.
- Lettering for event signage may be stylistic and iconistic in nature.

Intermountain Healthcare Park City Medical Center Open Space Analysis at Full Build-Out

Description	Total Lot SF	Building Footprint SF	Parking & Roadways SF	Remaining Open Space SF	% Open Space
Lot 1 Hospital	4,314,990	225,644	351,405	3,737,941	86.63%
Lot 2 Open Space	369,901	0	0	369,901	100.00%
Lot 3 USSA	217,800	97,407	107,148	13,245	6.08%
Lot 4/13 Park City	217,817	0	0	217,817	100.00%
Lot 5	653,400	0	0	653,400	100.00%
Lot 6 ASC	132,480	20,000	26,250	86,230	65.09%
Lot 7 RVC	147,927	25,921	38,882	83,124	56.19%
Lot 8/12 Peace House	432,710	30,000	45,000	357,710	82.67%
Lot 9	7,561	0	0	7,561	100.00%
Lot 10 Park City	134,495	31,706	47,559	55,230	41.06%
Lot 11	41,422	0	0	41,422	100.00%
Totals	**6,670,503**	**430,678**	**616,244**	**5,623,581**	**84.31%**

FEHR PEERS

Park City Hospital Traffic Study

TECHNICAL MEMORANDUM

To:	Kim Menge, RN, Intermountain Healthcare	
Date:	February 20, 2019	
From:	Seishi Yamagata, PE, Fehr & Peers	
	Preston Stinger, PTP, LEED GA Fehr & Peers	
Subject:	**Park City Hospital Traffic Study**	UT18-2135

EXECUTIVE SUMMARY

The purpose of this study is to determine the potential impacts to traffic conditions due to the proposed expansion of the Intermountain Healthcare (IHC) Park City Hospital located in Park City, Utah. The proposed expansion includes net 140,000 square feet of medical use. Under existing conditions, all study intersections operate at acceptable delays and Levels of Service (LOS). With the additional traffic from the proposed expansion, all study intersections continue to operate at acceptable delays and LOS. The traffic on Round Valley Drive is partially attributed to vehicles accessing the recreational areas on Gillmor Way and the existing Park City Clinic Building. It was observed that for existing plus project conditions, the total vehicles on Round Valley Drive that are directly accessing the Park City Hospital is about 63% inbound, 60% outbound in the AM peak hour, and 50% inbound, 61% outbound in the PM peak hour. No mitigation measures are recommended for existing plus project conditions.

It is assumed that the hospital expansion will be fully built out by 2024. Under 2024 conditions, all study intersections continue to operate at acceptable delays and LOS with the estimated background growth. Furthermore, with the additional traffic from the proposed expansion, all study intersections continue to operate at acceptable delays and LOS. It was observed that for 2024 plus project conditions, the total vehicles on Round Valley Drive that are directly accessing the Park City Hospital is about 60% inbound, 56% outbound in the AM peak hour, and 47% inbound, 58% outbound in the PM peak hour. This is due to the background traffic growing faster than traffic related to the hospital. No mitigation measures are recommended for 2024 plus project conditions.

A summary of delay and LOS for all conditions is reported in Table ES-1 below.

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TABLE ES-1 AM & PM PEAK HOUR LOS COMPARISON

	Intersection	Period	Existing 2019	Existing 2019 Plus Project	Future 2024 Background	Future 2024 Plus Project
			LOS & Delay (Sec/Veh)	LOS & Delay (Sec/Veh)	LOS & Delay (Sec/Veh)	LOS & Delay (Sec/Veh)
1	SR-248 / Round Valley Drive	AM	A / 6	A / 9	A / 7	B / 14
		PM	A / 9	B / 11	B / 10	B / 12
2	Round Valley Drive / Gillmor Way	AM	A / 9	B / 10	B / 10	A / 9
		PM	B / 11	B / 11	B / 11	B / 12
3	Round Valley Drive / Clinic Access	A / 6	A / 6	A / 7	A / 6	A / 6
		A / 7	A / 7	A / 7	A / 7	A / 7
4	Round Valley Drive / Intermountain Access	AM	A / 1	A / 2	A / 1	A / 2
		PM	A / 1	A / 2	A / 1	A / 2

Source: Fehr & Peers 2019.

INTRODUCTION

The purpose of this study is to determine the potential impacts to traffic conditions due to the proposed expansion of the IHC Park City Hospital in Park City, Utah. **Figure 1** shows the location of the study area. This memorandum will discuss:

- The existing conditions in the study area.
- Intersection conditions with additional traffic from the proposed expansion of the Park City Hospital.
- Intersection conditions with background growth in 2024.
- Intersection conditions with additional traffic from the proposed expansion of the Park City Hospital in 2024.
- Possible mitigation measures needed to address the increase in traffic generated by the proposed expansion.

STUDY AREA

This study analyzes the traffic operations at the following study intersections:

1) SR-248 / Round Valley Drive
2) Round Valley Drive / Gillmor Way
3) Round Valley Drive / Clinic Access
4) Round Valley Drive / Park City Hospital Access

TRAFFIC VOLUMES

Traffic counts at the study intersections were collected to establish a baseline of existing conditions and operations for the area. At the study intersections, AM peak period traffic counts were recorded from 7:00 AM to 9:00 AM and PM peak period traffic counts were recorded from 4:00 PM to 6:00 PM on Tuesday, January 8, 2019 (see Appendix for counts).



Intermountain Healthcare

Figure 1: Project Locations

FEHR PEERS

Lot 6 Site: 20,000 square feet of potential medical support space (Scenarios 1-3)

Lot 1 Expansion Site: 30,000 square feet of hospital expansion (Scenarios 2 and 3) and 90,000 square feet of additional hospital expansion (Scenario 3)

ANALYSIS METHODOLOGY

LOS is a term that describes the operating performance of an intersection or roadway. LOS is measured quantitatively and reported on a scale from A to F, with A representing the best performance and F the worst. Table 1 provides a brief description of each LOS letter designation and an accompanying average delay per vehicle for unsignalized intersections. The Highway Capacity Manual 2010 (HCM 2010) methodology was used in this study to remain consistent with "state-of-the-practice" professional standards.

TABLE 1 LEVEL OF SERVICE DESCRIPTIONS

LOS	Description	Signalized Intersections	Unsignalized Intersections
		Avg. Delay (sec/veh)[1]	Avg. Delay (sec/veh)[2]
A	*Free Flow / Insignificant Delay* Extremely favorable progression. Individual users are virtually unaffected by others in the traffic stream.	< 10.0	< 10.0
B	*Stable Operations / Minimum Delays* Good progression. The presence of other users in the traffic stream becomes noticeable.	> 10.0 to 20.0	> 10.0 to 15.0
C	*Stable Operations / Acceptable Delays* Fair progression. The operation of individual users is affected by interactions with others in the traffic stream	> 20.0 to 35.0	> 15.0 to 25.0
D	*Approaching Unstable Flows / Tolerable Delays* Marginal progression. Operating conditions are noticeably more constrained.	> 35.0 to 55.0	> 25.0 to 35.0
E	*Unstable Operations / Significant Delays Can Occur* Poor progression. Operating conditions are at or near capacity.	> 55.0 to 80.0	> 35.0 to 50.0
F	*Forced, Unpredictable Flows / Excessive Delays* Unacceptable progression with forced or breakdown of operating conditions.	> 80.0	> 50.0

1. Overall intersection LOS and average delay (seconds/vehicle) for all approaches.
2. Worst movement LOS and delay (seconds/vehicle) only.

Source: Fehr & Peers descriptions, based on *2010 Highway Capacity Manual*.

EXISTING 2019 CONDITIONS

PURPOSE

The purpose of the 2019 existing conditions analysis is to study the intersections during the peak travel periods of the day under existing traffic and geometric conditions. Through this analysis, existing traffic operational deficiencies can be identified.

LEVEL OF SERVICE ANALYSIS

Using VISSIM software and the HCM 2010 delay thresholds introduced above, the existing weekday AM and PM peak hour LOS were computed for each study intersection. The results of this analysis are reported in **Figure 2** and **Table 2** (see Appendix for the detailed LOS report).

As shown in **Table 2**, all study intersections operate at acceptable LOS (LOS D or better) during both AM and PM peak hours.

TABLE 2 EXISTING 2019 CONDITIONS AM & PM PEAK HOUR LOS

Intersection				Worst Movement[1]			Overall Intersection	
ID	Location	Period	Control	Movement[3]	Delay (sec/veh)	LOS	Avg. Delay (sec/veh)[2]	LOS
1	SR-248 / Round Valley Drive	AM	Signal	-	-	-	6	A
		PM		-	-	-	9	A
2	Round Valley Drive / Gillmor Way	AM	EB Stop	EB RT	9	A	-	-
		PM		EB LT	11	B	-	-
3	Round Valley Drive / Clinic Access	AM	EB Stop	EB LT	6	A	-	-
		PM		EB RT	7	A	-	-
4	Round Valley Drive / Park City Hospital Access	AM	Roundabout	-	-	-	1	A
		PM		-	-	-	1	A

1. This represents the worst movement LOS and delay (seconds/vehicle) and is only reported for side-street stop controlled intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle).
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound, LT=Left-turn, RT=Right-turn, and TH=Through

Source: Fehr & Peers 2019.



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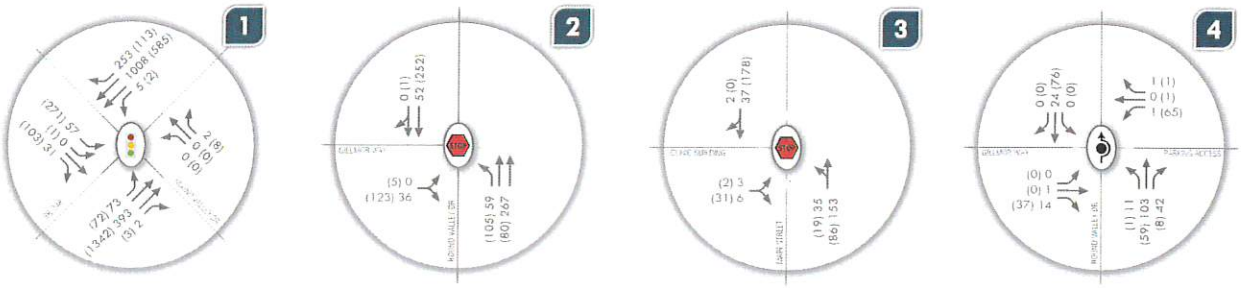
Figure 2: Existing Traffic Conditions (2019)

FEHR & PEERS

Level of Service: A B C D E F AM PM



PROJECT CONDITIONS

PURPOSE

The project conditions analysis explains the type and intensity of the proposed development in the study area. This analysis provides the basis for trip generation, distribution, and assignment of development trips to the surrounding study intersections defined in the Introduction.

PROPOSED DEVELOPMENTS

The proposed expansion to the Park City Hospital consists of the following:

- 90,000 ft^2 of additional hospital use on Lot 1
- 30,000 ft^2 of medical support use on Lot 1
- 20,000 ft^2 of medical support use on Lot 6

The proposed project will be accessed at the existing accesses to the hospital. It was also assumed that the medical support on Lot 6 will share access with the existing clinic building on Lot 7.

TRIP GENERATION

The counts performed at the Park City Hospital access were used to compare trip generation rates to national rates published in the Institute of Transportation Engineers (ITE) Trip Generation, 10th Edition, 2017. **Table 3** shows the comparison of the trip generation rates computed from the counts and the trip generation rates presented by ITE. As shown in **Table 3**, the existing Park City Hospital experiences slightly lower trip generation rates in the AM peak hour, and slightly higher trip generation rates in the PM peak hour compared to the ITE rates. The local data collected from the existing hospital was assumed to be more accurate for the purpose of this study, therefore the trip generation rates computed from the Park City Hospital were used to estimate the trip generation for the expansion of the hospital.

TABLE 3 COMPARISON OF TRIP GENERATION RATES FOR HOSPITAL

Source	Period[1]	Average Rate[2]	% Entering	% Exiting
Park City Hospital	AM	0.84	80%	20%
	PM	1.05	28%	72%
ITE Hospital (Land Use 610)	AM	0.89	68%	32%
	PM	0.97	32%	68%

1. AM and PM peak hour of adjacent street traffic.
2. Number of trips per 1,000 ft^2. Computed based on existing 233,815 ft^2 of usable area of the existing Park City Hospital.
Source: Fehr & Peers, 2019.

The expansion for medical support was assumed to be similar to the existing Park City Clinic Building on Lot 7. Counts performed at the existing clinic were used to compare trip generation rates presented in ITE. **Table 4** shows the comparison of the trip generation rates computed from the counts and the trip generation rates presented by ITE. As shown in **Table 4**, the existing clinic counts are lower than the ITE trip generation rates. To be conservative, the higher trip generation rates presented by ITE were used for this study for the medical support expansion.

TABLE 4 COMPARISON OF TRIP GENERATION RATES FOR CLINIC

Source	Period[1]	Average Rate[2]	% Entering	% Exiting
Park City Clinic Building	AM	1.84	80%	20%
	PM	2.08	37%	63%
ITE Clinic (Land Use 630)	AM	3.69	78%	22%
	PM	3.28	29%	71%

1. AM and PM peak hour of adjacent street traffic.
2. Number of trips per 1,000 ft^2. Computed based on existing 25,000 ft^2 of usable area of the existing Park City Clinic Building.
Source: Fehr & Peers, 2019.

The total trips generated by the proposed expansion of the development is shown in **Table 5**.

TABLE 5 TRIP GENERATION FOR PROPOSED EXPANSION

Land Use[1]	Number of Units	Unit Type	AM Peak Hour Trip Generation[2]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	**New AM Peak Hour Trips**
Hospital	90,000	Square Feet	76	80%	20%	61	15	**76**
Clinic (630)	50,000	Square Feet	185	78%	22%	144	41	**185**
Weekday AM Peak Hour Trips						**205**	**56**	**261**
Land Use[1]	Number of Units	Unit Type	PM Peak Hour Trip Generation[2]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	**New PM Peak Hour Trips**
Hospital	90,000	Square Feet	95	28%	72%	26	69	**95**
Clinic (630)	50,000	Square Feet	164	29%	71%	47	117	**164**
Weekday PM Peak Hour Trips						**73**	**186**	**259**

1. (XXX) Indicates ITE Land Use Code. Land Use Code from the Institute of Transportation Engineers - 10th Edition Trip Generation Manual (ITE Manual)
2. Traffic Generated by the development according to observed rates for the hospital and trip generation rates provided in the ITE Manual for the clinic.
3. Percentage of trips Entering and Exiting the development according to observed distributions for the hospital and the distributions in the ITE Manual for the clinic.
SOURCE: Fehr & Peers, 2019

TRIP DISTRIBUTION AND ASSIGNMENT

Project traffic was assigned to the roadway network based on the proximity of major streets and freeways, roadway network, high population densities, and regional trip attractions. Employee zip code information was provided by the Park City Hospital, which was also factored into trip distribution assumptions.

The project-generated trips were distributed to and from these directions, in the corresponding percentages:

- 65% North (using SR-248)
- 35% South (using SR-248)

These trip distribution assumptions were used to distribute project generated traffic to the study area intersections as shown in Figure 3.



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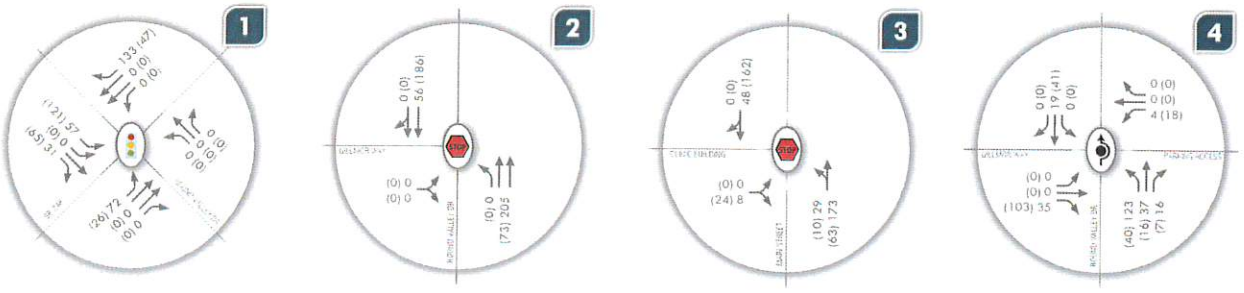
Figure 3: Project-Generated Trips

FEHR PEERS



EXISTING 2019 PLUS PROJECT CONDITIONS

PURPOSE

The purpose of the existing 2019 plus project conditions analysis is to evaluate the impact of the proposed hospital expansion after completion on the study intersections. In order to analyze this impact, the existing 2019 weekday AM and PM peak hour traffic volumes were combined with volumes generated by the proposed expansion for the AM and PM peak hour. Intersection LOS analyses were then performed to show the impact of the proposed expansion.

TRAFFIC VOLUMES

In order to evaluate the impacts of the proposed development, project-generated traffic was added to the existing 2019 AM and PM peak hour volumes to yield "existing 2019 plus project" weekday peak hour traffic volumes at the study intersections. The resulting traffic volumes are displayed in **Figure 4**.

LEVEL OF SERVICE ANALYSIS

Using VISSIM software and the HCM 2010 delay thresholds, existing 2019 plus project weekday AM and PM peak hour LOS were computed for each study intersection. The results of this analysis are reported in **Table 6** (see Appendix for the detailed LOS report).

As shown in **Table 6**, all study intersections operate at acceptable LOS (LOS D or better) during both AM and PM peak hours. With the project-generated trips, the SR-248 / Round Valley Drive intersection operates at a LOS B (LOS A in existing conditions) in the PM peak hour, and the Round Valley Drive / Gillmor Way intersection operates at a LOS B (LOS A in existing conditions) in the AM peak hour. All other intersections operate at the same LOS as in existing conditions. Therefore, it can be seen that the project-generated trips have minimal impacts to the study intersections.

The traffic on Round Valley Drive is partially attributed to vehicles accessing the recreational areas on Gillmor Way and the existing Park City Clinic Building. It was observed that for existing plus project conditions, the total vehicles on Round Valley Drive that are directly accessing the Park City Hospital is about 63% inbound, 60% outbound in the AM peak hour, and 50% inbound, 61% outbound in the PM peak hour. The breakdown of the trips accessing each driveway on Round Valley Drive is shown in **Figure 4**.



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Figure 4: Existing Plus Project Traffic Conditions (2019)

FEHR & PEERS

Level of Service: A B C D E F AM PM

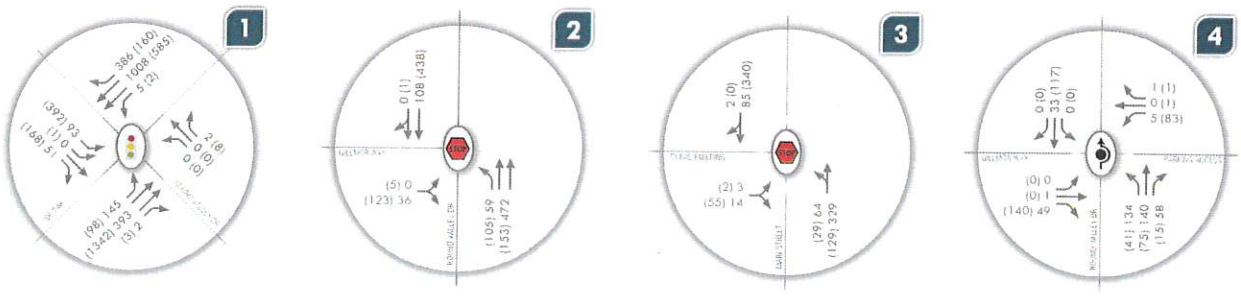

TABLE 6 EXISTING 2019 PLUS PROJECT CONDITIONS AM & PM PEAK HOUR LOS

Intersection				Worst Movement[1]			Overall Intersection	
ID	Location	Period	Control	Movement[3]	Delay (sec/veh)	LOS	Avg. Delay (sec/veh)[2]	LOS
1	SR-248 / Round Valley Drive	AM	Signal	-	-	-	9	A
		PM		-	-	-	11	B
2	Round Valley Drive / Gillmor Way	AM	EB Stop	EB RT	10	B	-	-
		PM		EB RT	11	B	-	-
3	Round Valley Drive / Clinic Access	AM	EB Stop	EB RT	6	A	-	-
		PM		EB RT	7	A	-	-
4	Round Valley Drive / Park City Hospital Access	AM	Roundabout	-	-	-	2	A
		PM		-	-	-	2	A

1. This represents the worst movement LOS and delay (seconds/vehicle) and is only reported for side-street stop controlled intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle).
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound, LT=Left-turn, RT=Right-turn, and TH=Through

Source: Fehr & Peers 2019.

MITIGATION

As shown in **Table 6**, the impacts of additional traffic from the proposed development expansion to traffic operations at the study intersections are minimal. All study intersections operate at acceptable LOS in the existing conditions, and continue to operate at acceptable LOS with the completion of the proposed development expansion. No mitigation measures are recommended at the study intersections.

FUTURE 2024 BACKGROUND CONDITIONS

PURPOSE

The purpose of the future 2024 background conditions analysis is to evaluate the study intersections during the peak travel periods of the day under projected 2024 traffic volumes. This analysis provides a baseline condition for the year 2024, which can be used to determine future project impacts.

TRAFFIC VOLUMES

The future background traffic volumes for 2024 were estimated using recent traffic counts, historical growth rates, and forecasted volumes from the Mountain Model. The following annual growth rates were estimated for the following roadways:

- 4.1% - SR-248

A minimal annual growth of 0.5% was also assumed to be applicable to Gillmor Way for this study. The estimated growth rates were applied to the existing 2019 AM and PM peak hour volumes to yield "future 2024 background" weekday peak hour traffic volumes at the study intersections. The resulting traffic volumes are displayed in **Figure 5**.

LEVEL OF SERVICE ANALYSIS

Using VISSIM software and the HCM 2010 delay thresholds, future 2024 background weekday AM and PM peak hour LOS were computed for each study intersection. The results of this analysis are reported in **Table 7** (see Appendix for the detailed LOS report).

As shown in **Table 7**, all study intersections operate at acceptable LOS (LOS D or better) during both AM and PM peak hours. With the background growth, the SR-248 / Round Valley Drive intersection operates at a LOS B (LOS A in existing conditions) in the PM peak hour, and the Round Valley Drive / Gillmor Way intersection operates at a LOS B (LOS A in existing conditions) in the AM peak hour. All other intersections operate at the same LOS as in existing conditions.



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Figure 5: Future Traffic Conditions (2024)

FEHR PEERS

Level of Service: A B C D E F AM PM

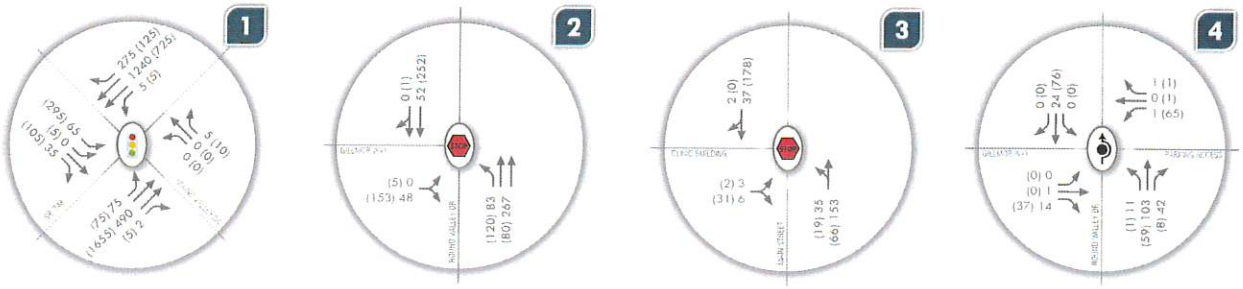

TABLE 7 FUTURE 2024 BACKGROUND CONDITIONS AM & PM PEAK HOUR LOS

Intersection				Worst Movement[1]			Overall Intersection	
ID	Location	Period	Control	Movement[3]	Delay (sec/veh)	LOS	Avg. Delay (sec/veh)[2]	LOS
1	SR-248 / Round Valley Drive	AM	Signal	-	-	-	7	A
		PM		-	-	-	10	B
2	Round Valley Drive / Gillmor Way	AM	EB Stop	EB RT	10	B	-	-
		PM		EB RT	11	B	-	-
3	Round Valley Drive / Clinic Access	AM	EB Stop	EB LT	7	A	-	-
		PM		EB RT	7	A	-	-
4	Round Valley Drive / Park City Hospital Access	AM	Roundabout	-	-	-	1	A
		PM		-	-	-	1	A

1. This represents the worst movement LOS and delay (seconds/vehicle) and is only reported for side-street stop controlled intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle).
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound, LT=Left-turn, RT=Right-turn, and TH=Through

Source: Fehr & Peers 2019.

MITIGATION

As shown in **Table 7**, all study intersections operate at acceptable LOS in the 2024 background conditions. No mitigation measures are recommended at the study intersections.

FUTURE 2024 PLUS PROJECT CONDITIONS

PURPOSE

The purpose of the future 2024 plus project conditions analysis is to evaluate the impact of the proposed hospital expansion after completion on the study intersections in 2024 conditions. It is assumed that the hospital expansion will be fully built out by 2024. In order to analyze this impact, the future 2024 background weekday AM and PM peak hour traffic volumes were combined with volumes generated by the proposed expansion for the AM and PM peak hour. Intersection LOS analyses were then performed to show the impact of the proposed expansion.

TRAFFIC VOLUMES

In order to evaluate the impacts of the proposed development, project-generated traffic was added to the future 2024 background AM and PM peak hour volumes to yield "future 2024 plus project" weekday peak hour traffic volumes at the study intersections. The resulting traffic volumes are displayed in **Figure 6**.

LEVEL OF SERVICE ANALYSIS

Using VISSIM software and the HCM 2010 delay thresholds, future 2024 plus project weekday AM and PM peak hour LOS were computed for each study intersection. The results of this analysis are reported in **Table 8** (see Appendix for the detailed LOS report).

As shown in **Table 8**, all study intersections operate at acceptable LOS (LOS D or better) during both AM and PM peak hours. With the project-generated trips, the SR-248 / Round Valley Drive intersection operates at a LOS B (LOS A in 2024 background conditions) in the AM peak hour. All other intersections operate at the same LOS as in 2024 background conditions. Therefore, it can be seen that the project-generated trips have minimal impacts to the study intersections.

The traffic on Round Valley Drive is partially attributed to vehicles accessing the recreational areas on Gillmor Way and the existing Park City Clinic Building. It was observed that for 2024 plus project conditions, the total vehicles on Round Valley Drive that are directly accessing the Park City Hospital is about 60% inbound, 56% outbound in the AM peak hour, and 47% inbound, 58% outbound in the PM peak hour. The breakdown of the trips accessing each driveway on Round Valley Drive is shown in **Figure 6**.



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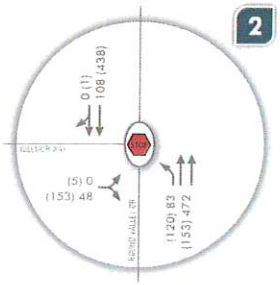
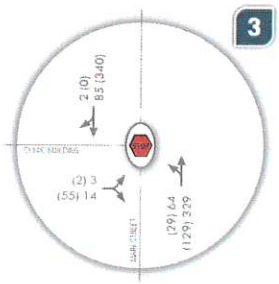
Figure 6: Future Plus Project Traffic Conditions (2024)

FEHR PEERS

Level of Service: A B C D E F AM PM







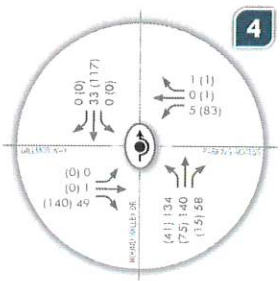


TABLE 8 FUTURE 2024 PLUS PROJECT CONDITIONS AM & PM PEAK HOUR LOS

Intersection				Worst Movement[1]			Overall Intersection	
ID	Location	Period	Control	Movement[3]	Delay (sec/veh)	LOS	Avg. Delay (sec/veh)[2]	LOS
1	SR-248 / Round Valley Drive	AM	Signal	-	-	-	14	B
		PM		-	-	-	12	B
2	Round Valley Drive / Gillmor Way	AM	EB Stop	EB RT	9	A	-	-
		PM		EB RT	12	B	-	-
3	Round Valley Drive / Clinic Access	AM	EB Stop	EB RT	6	A	-	-
		PM		EB RT	7	A	-	-
4	Round Valley Drive / Park City Hospital Access	AM	Roundabout	-	-	-	2	A
		PM		-	-	-	2	A

1. This represents the worst movement LOS and delay (seconds/vehicle) and is only reported for side-street stop controlled intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle).
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound, LT=Left-turn, RT=Right-turn, and TH=Through

Source: Fehr & Peers 2019.

MITIGATION

As shown in **Table 8**, the impacts of additional traffic from the proposed development expansion to traffic operations at the study intersections are minimal in 2024 conditions. All study intersections operate at acceptable LOS in the 2024 background conditions, and continue to operate at acceptable LOS with the completion of the proposed development expansion. No mitigation measures are recommended at the study intersections.

CONCLUSION

All study intersections operate at acceptable LOS at the study intersections in both AM and PM peak hours under existing conditions. With the additional traffic from the proposed expansion of the IHC Park City Hospital, all study intersections continue to operate at acceptable LOS in both AM and PM peak hours. It was observed that for existing plus project conditions, the total vehicles on Round Valley Drive that are directly accessing the Park City Hospital is about 63% inbound, 60% outbound in the AM peak hour, and 50% inbound, 61% outbound in the PM peak hour. No mitigation measures are recommended for existing plus project conditions.

In 2024 conditions, all study intersections continue to operate at acceptable LOS at the study intersections in both AM and PM peak hours with background growth. With the additional traffic from the proposed expansion of the hospital, there is minimal impact to the study intersections, and they continue to operate at acceptable LOS in both AM and PM peak hours. It was observed that for 2024 plus project conditions, the total vehicles on Round Valley Drive that are directly accessing the Park City Hospital is about 60% inbound, 56% outbound in the AM peak hour, and 47% inbound, 58% outbound in the PM peak hour. No mitigation measures are recommended for 2024 plus project conditions.

APPENDIX

Turning Movement Counts

Detailed Level of Service Reports

FEHR PEERS

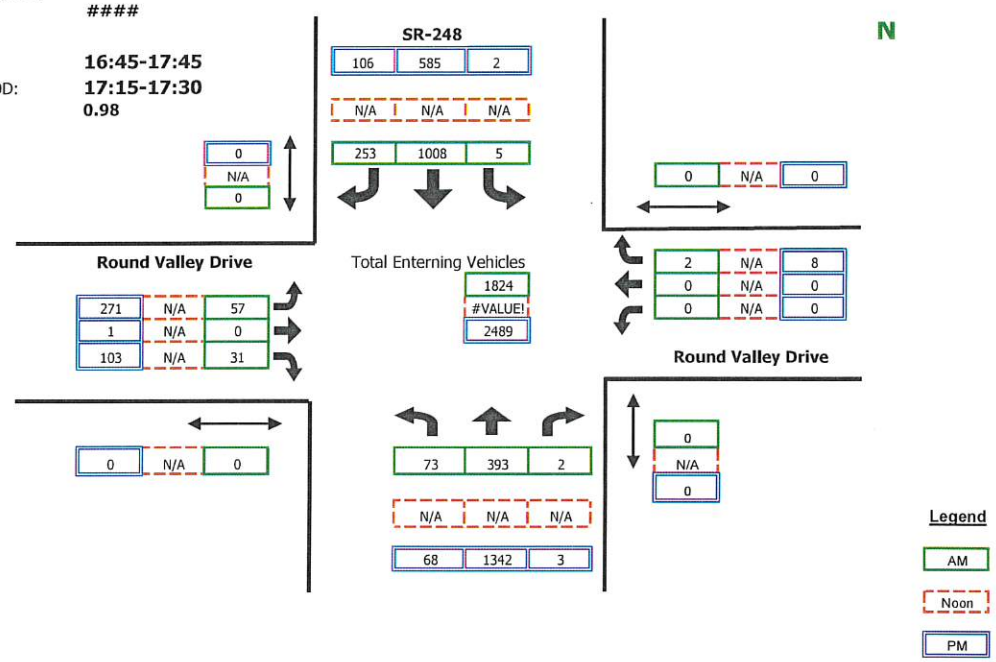
Intersection Turning Movement Summary

Intersection:	**SR-248/Round Valley Drive**	**Date:**	**1-8-19, Tue**
	North/South: SR-248	**Day of Week Adjustment:**	**100.0%**
	East/West: Round Valley Drive	**Month of Year Adjustment:**	**100.0%**
Jurisdiction:	**Park City**	**Adjustment Station #:**	
Project Title:	**Park City IHC**	**Growth Rate:**	**0.0%**
Project No:	**UT18-2135**	**Number of Years:**	**0**
Weather:			

AM PEAK HOUR PERIOD: **8:00-9:00**
AM PEAK 15 MINUTE PERIOD: **8:45-9:00**
AM PHF: **0.92**

NOON PEAK HOUR PERIOD:
NOON PEAK 15 MINUTE PERIOD:
NOON PHF: **####**

PM PEAK HOUR PERIOD: **16:45-17:45**
PM PEAK 15 MINUTE PERIOD: **17:15-17:30**
PM PHF: **0.98**



RAW COUNT SUMMARIES	SR-248 Northbound				SR-248 Southbound				Round Valley Drive Eastbound				Round Valley Drive Westbound				
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	

AM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
7:00-7:15	6	68	1	0	0	353	26	0	6	0	1	0	0	0	0	0	461
7:15-7:30	11	101	0	0	1	262	41	0	5	0	4	0	0	0	1	0	426
7:30-7:45	15	118	2	0	1	206	69	0	9	0	4	0	0	0	0	0	424
7:45-8:00	18	89	2	0	5	204	53	0	16	0	5	0	0	0	1	0	393
8:00-8:15	10	89	2	0	1	227	68	0	12	0	4	0	0	0	0	0	413
8:15-8:30	16	96	0	0	2	239	58	0	18	0	5	0	0	0	0	0	434
8:30-8:45	22	88	0	0	0	288	57	0	13	0	11	0	0	0	1	0	480
8:45-9:00	25	120	0	0	2	254	70	0	14	0	11	0	0	0	1	0	497

NOON PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
14:00-14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15-14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30-14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45-15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00-15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15-15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30-15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45-14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

PM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
16:00-16:15	14	277	0	0	1	144	51	0	62	0	30	0	0	0	1	0	580
16:15-16:30	14	304	1	0	0	150	29	0	49	0	19	0	0	1	0	0	567
16:30-16:45	15	321	0	0	0	140	23	0	65	0	25	0	0	0	4	0	593
16:45-17:00	13	334	1	0	2	149	27	0	59	0	32	0	0	0	1	0	618
17:00-17:15	21	348	0	0	0	129	24	0	77	0	29	0	0	0	1	0	629
17:15-17:30	21	339	0	0	0	151	34	0	65	0	21	0	0	0	3	0	634
17:30-17:45	13	321	2	0	0	156	21	0	70	1	21	0	0	0	3	0	608
17:45-18:00	8	291	0	0	0	172	11	0	46	0	21	0	0	0	3	0	552

FEHR PEERS

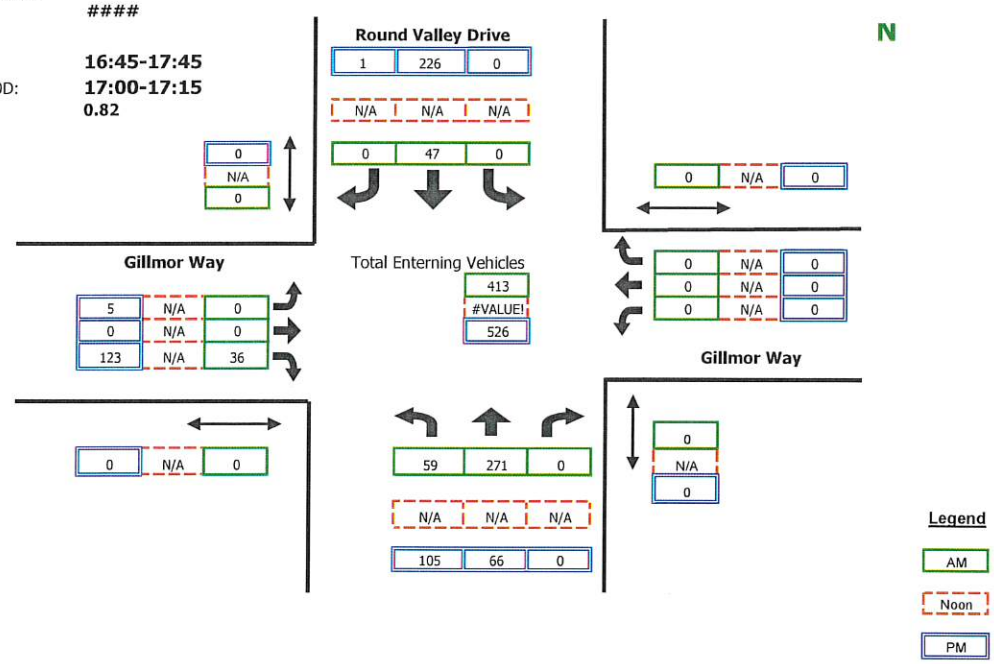
Intersection Turning Movement Summary

Intersection:	**Round Valley Drive/Gillmor Way**	**Date:**	**1-8-19, Tue**
	North/South: Round Valley Drive	**Day of Week Adjustment:**	**100.0%**
	East/West: Gillmor Way	**Month of Year Adjustment:**	**100.0%**
Jurisdiction:	**Park City**	**Adjustment Station #:**	
Project Title:	**Park City IHC**	**Growth Rate:**	**0.0%**
Project No:	**UT18-2135**	**Number of Years:**	**0**
Weather:			

AM PEAK HOUR PERIOD: **8:00-9:00**
AM PEAK 15 MINUTE PERIOD: **8:45-9:00**
AM PHF: **0.88**

NOON PEAK HOUR PERIOD:
NOON PEAK 15 MINUTE PERIOD:
NOON PHF: **####**

PM PEAK HOUR PERIOD: **16:45-17:45**
PM PEAK 15 MINUTE PERIOD: **17:00-17:15**
PM PHF: **0.82**



RAW COUNT SUMMARIES	Round Valley Drive Northbound				Round Valley Drive Southbound				Gillmor Way Eastbound				Gillmor Way Westbound				
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
AM PERIOD COUNTS																	
Period	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**TOTAL**
7:00-7:15	9	27	0	0	0	6	0	0	0	0	2	0	0	0	0	0	44
7:15-7:30	9	40	0	0	0	4	0	0	0	0	4	0	0	0	0	0	57
7:30-7:45	15	66	0	0	0	6	1	0	2	0	6	0	0	0	0	0	96
7:45-8:00	9	67	0	0	0	11	0	0	0	0	8	0	0	0	0	0	95
8:00-8:15	10	63	0	0	0	7	0	0	0	0	11	0	0	0	0	0	91
8:15-8:30	16	58	0	0	0	14	0	0	0	0	5	0	0	0	0	0	93
8:30-8:45	17	72	0	0	0	12	0	0	0	0	10	0	0	0	0	0	111
8:45-9:00	16	78	0	0	0	14	0	0	0	0	10	0	0	0	0	0	118
NOON PERIOD COUNTS																	
Period	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**TOTAL**
14:00-14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15-14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30-14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45-15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00-15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15-15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30-15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45-14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PM PERIOD COUNTS																	
Period	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**TOTAL**
16:00-16:15	38	31	0	0	0	66	1	0	0	0	24	0	0	0	0	0	160
16:15-16:30	29	15	0	0	0	50	2	0	2	0	22	0	0	0	0	0	120
16:30-16:45	33	20	0	0	0	40	0	0	3	0	25	0	0	0	0	0	121
16:45-17:00	14	20	0	0	0	40	0	0	0	0	24	0	0	0	0	0	98
17:00-17:15	37	14	0	0	0	76	0	0	3	0	30	0	0	0	0	0	160
17:15-17:30	39	17	0	0	0	55	0	0	0	0	29	0	0	0	0	0	140
17:30-17:45	15	15	0	0	0	55	1	0	2	0	40	0	0	0	0	0	128
17:45-18:00	5	13	0	0	0	39	0	0	0	0	27	0	0	0	0	0	84

FEHR PEERS

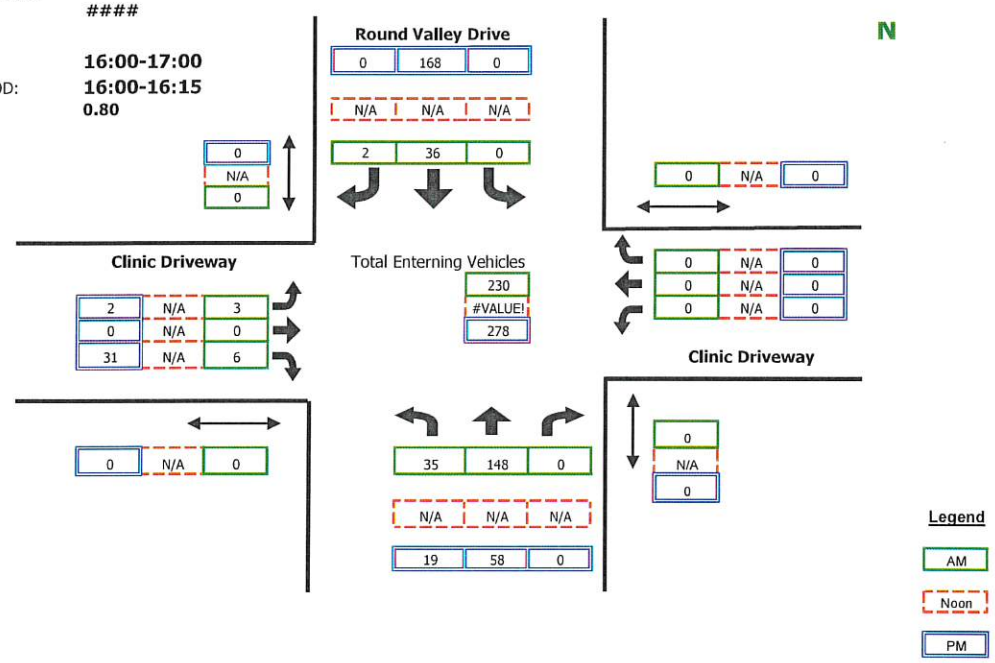
Intersection Turning Movement Summary

Intersection:	**Round Valley Drive/Clinic Driveway**	**Date:**	**1-8-19, Tue**
	North/South: Round Valley Drive	**Day of Week Adjustment:**	**100.0%**
	East/West: Clinic Driveway	**Month of Year Adjustment:**	**100.0%**
Jurisdiction:	**Park City**	**Adjustment Station #:**	
Project Title:	**Park City IHC**	**Growth Rate:**	**0.0%**
Project No:	**UT18-2135**	**Number of Years:**	**0**
Weather:			

AM PEAK HOUR PERIOD: **8:00-9:00**
AM PEAK 15 MINUTE PERIOD: **8:45-9:00**
AM PHF: **0.76**

NOON PEAK HOUR PERIOD:
NOON PEAK 15 MINUTE PERIOD:
NOON PHF: ####

PM PEAK HOUR PERIOD: **16:00-17:00**
PM PEAK 15 MINUTE PERIOD: **16:00-16:15**
PM PHF: **0.80**



RAW COUNT SUMMARIES	Round Valley Drive Northbound				Round Valley Drive Southbound				Clinic Driveway Eastbound				Clinic Driveway Westbound				
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
AM PERIOD COUNTS																	
Period	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**TOTAL**
7:00-7:15	1	18	0	0	0	5	0	0	0	0	0	0	0	0	0	0	24
7:15-7:30	6	30	0	0	0	2	0	0	0	0	0	0	0	0	0	0	38
7:30-7:45	22	34	0	0	0	6	2	0	1	0	0	0	0	0	0	0	65
7:45-8:00	10	40	0	0	0	9	1	0	0	0	0	0	0	0	0	0	60
8:00-8:15	13	30	0	0	0	8	1	0	0	0	1	0	0	0	0	0	53
8:15-8:30	4	25	0	0	0	9	0	0	0	0	2	0	0	0	0	0	40
8:30-8:45	11	38	0	0	0	7	1	0	1	0	3	0	0	0	0	0	61
8:45-9:00	7	55	0	0	0	12	0	0	2	0	0	0	0	0	0	0	76
NOON PERIOD COUNTS																	
Period	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**TOTAL**
14:00-14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15-14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30-14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45-15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00-15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15-15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30-15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45-14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PM PERIOD COUNTS																	
Period	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**TOTAL**
16:00-16:15	6	25	0	0	0	49	0	0	0	0	7	0	0	0	0	0	87
16:15-16:30	5	7	0	0	0	41	0	0	0	0	3	0	0	0	0	0	56
16:30-16:45	5	12	0	0	0	39	0	0	0	0	14	0	0	0	0	0	70
16:45-17:00	3	14	0	0	0	39	0	0	2	0	7	0	0	0	0	0	65
17:00-17:15	2	10	0	0	0	50	1	0	0	0	20	0	0	0	0	0	83
17:15-17:30	1	10	0	0	0	35	0	0	1	0	7	0	0	0	0	0	54
17:30-17:45	1	8	0	0	0	24	1	0	0	0	9	0	0	0	0	0	43
17:45-18:00	0	10	0	0	0	26	0	0	0	0	5	0	0	0	0	0	41

FEHR PEERS

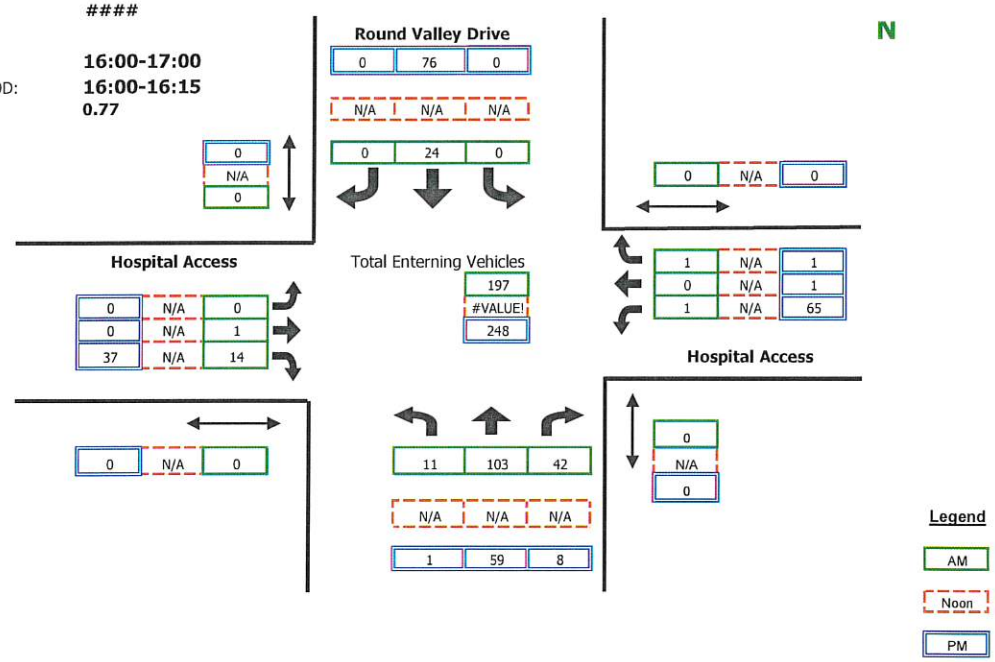
Intersection Turning Movement Summary

Intersection:	**Round Valley Drive/Hospital Access**	**Date:**	**1-8-19, Tue**
	North/South: Round Valley Drive	**Day of Week Adjustment:**	**100.0%**
	East/West: Hospital Access	**Month of Year Adjustment:**	**100.0%**
Jurisdiction:	**Park City**	**Adjustment Station #:**	
Project Title:	**Park City IHC**	**Growth Rate:**	**0.0%**
Project No:	**UT18-2135**	**Number of Years:**	**0**
Weather:			

AM PEAK HOUR PERIOD: **8:00-9:00**
AM PEAK 15 MINUTE PERIOD: **8:45-9:00**
AM PHF: **0.72**

NOON PEAK HOUR PERIOD:
NOON PEAK 15 MINUTE PERIOD:
NOON PHF: **####**

PM PEAK HOUR PERIOD: **16:00-17:00**
PM PEAK 15 MINUTE PERIOD: **16:00-16:15**
PM PHF: **0.77**



RAW COUNT SUMMARIES	Round Valley Drive Northbound				Round Valley Drive Southbound				Hospital Access Eastbound				Hospital Access Westbound			
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds

AM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
7:00-7:15	3	5	11	0	0	0	0	0	0	0	0	0	4	0	0	0	23
7:15-7:30	9	5	13	0	0	1	0	0	0	0	0	0	2	0	0	0	30
7:30-7:45	2	18	18	0	0	2	0	0	0	0	4	0	4	0	0	0	48
7:45-8:00	2	24	15	0	0	5	0	0	0	0	4	0	0	0	0	0	50
8:00-8:15	2	15	13	0	0	3	0	0	0	0	5	0	0	0	0	0	38
8:15-8:30	2	23	7	0	0	7	0	0	0	1	6	0	0	0	1	0	47
8:30-8:45	3	25	8	0	0	5	0	0	0	0	3	0	0	0	0	0	44
8:45-9:00	4	40	14	0	0	9	0	0	0	0	0	0	1	0	0	0	68

NOON PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
14:00-14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15-14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30-14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45-15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00-15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15-15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30-15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45-14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

PM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
16:00-16:15	1	24	3	0	0	25	0	0	0	0	12	0	15	1	0	0	81
16:15-16:30	0	8	1	0	0	10	0	0	0	0	11	0	18	0	1	0	49
16:30-16:45	0	15	1	0	0	24	0	0	0	0	8	0	15	0	0	0	63
16:45-17:00	0	12	3	0	0	17	0	0	0	0	6	0	17	0	0	0	55
17:00-17:15	0	8	3	0	0	21	0	0	0	0	10	0	27	0	0	0	69
17:15-17:30	1	10	2	0	0	17	0	0	0	0	6	0	10	0	0	0	46
17:30-17:45	0	8	2	0	0	5	0	0	0	0	6	0	11	0	0	0	32
17:45-18:00	3	7	1	0	0	11	0	0	0	0	6	0	15	0	0	0	43

Vissim Post-Processor | **Park City IHC**
Average Results from 10 Runs | **Existing Conditions**
Volume and Delay by Movement | **AM Peak Hour**

Intersection 1 **Round Valley Drive/IHC** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	11	12	107.3%	0.9	0.4	A
	Through	103	103	99.7%	1.1	0.2	A
	Right Turn	42	42	99.0%	1.1	0.2	A
	Subtotal	156	156	100.1%	1.1	0.1	A
SB	Left Turn						
	Through	24	24	99.6%	0.0	0.0	A
	Right Turn						
	Subtotal	24	24	99.6%	0.0	0.0	A
EB	Left Turn						
	Through	1	1	90.0%	0.0	0.1	A
	Right Turn	14	13	92.9%	0.3	0.6	A
	Subtotal	15	14	92.7%	0.3	0.6	A
WB	Left Turn	1	0	0.0%	0.0	0.0	A
	Through						
	Right Turn	1	0	0.0%	0.0	0.0	A
	Subtotal	2	0	0.0%	0.0	0.0	A
Total		197	194	98.4%	0.9	0.1	A

Intersection 2 **Round Valley Drive/Clinic Access** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	35	33	92.9%	0.5	0.4	A
	Through	153	153	100.1%	0.1	0.1	A
	Right Turn						
	Subtotal	188	186	98.8%	0.2	0.1	A
SB	Left Turn						
	Through	37	36	96.2%	0.1	0.1	A
	Right Turn	2	2	75.0%	0.1	0.2	A
	Subtotal	39	37	95.1%	0.1	0.1	A
EB	Left Turn	3	3	106.7%	6.0	3.2	A
	Through						
	Right Turn	6	6	96.7%	5.2	1.9	A
	Subtotal	9	9	100.0%	6.6	0.7	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		236	232	98.2%	0.6	0.1	A

Vissim Post-Processor | **Park City IHC**
Average Results from 10 Runs | **Existing Conditions**
Volume and Delay by Movement | **AM Peak Hour**

Intersection 3 **Round Valley Drive/Gillmor Way** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	59	60	101.2%	0.7	0.3	A
	Through	267	263	98.3%	0.2	0.1	A
	Right Turn						
	Subtotal	326	322	98.8%	0.3	0.1	A
SB	Left Turn						
	Through	52	50	96.2%	0.0	0.0	A
	Right Turn						
	Subtotal	52	50	96.2%	0.0	0.0	A
EB	Left Turn						
	Through						
	Right Turn	36	34	94.7%	9.3	0.3	A
	Subtotal	36	34	94.7%	9.3	0.3	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		414	406	98.1%	1.3	0.1	A

Intersection 4 **SR-248/Round Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	73	73	100.0%	25.9	10.0	C
	Through	393	393	100.1%	2.5	0.9	A
	Right Turn	2	1	65.0%	0.6	1.2	A
	Subtotal	468	468	99.9%	6.5	3.0	A
SB	Left Turn	5	6	112.0%	5.2	7.5	A
	Through	1,008	1,005	99.7%	4.3	0.7	A
	Right Turn	253	250	98.9%	4.1	1.1	A
	Subtotal	1,266	1,261	99.6%	4.2	0.7	A
EB	Left Turn	57	54	93.9%	41.0	5.1	D
	Through						
	Right Turn	31	30	95.2%	3.6	1.2	A
	Subtotal	88	83	94.3%	27.1	3.8	C
WB	Left Turn						
	Through						
	Right Turn	2	2	95.0%	0.4	0.3	A
	Subtotal	2	2	95.0%	0.4	0.3	A
Total		1,824	1,814	99.4%	6.2	1.3	A

Vissim Post-Processor | **Park City IHC**
Average Results from 10 Runs | **Existing Conditions**
Volume and Delay by Movement | **PM Peak Hour**

Intersection 1 **Round Valley Drive/IHC** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	1	1	130.0%	0.3	0.6	A
	Through	59	55	92.5%	1.0	0.3	A
	Right Turn	8	6	76.3%	0.7	0.6	A
	Subtotal	68	62	91.2%	0.9	0.3	A
SB	Left Turn						
	Through	76	75	98.0%	0.0	0.0	A
	Right Turn						
	Subtotal	76	75	98.0%	0.0	0.0	A
EB	Left Turn						
	Through						
	Right Turn	37	37	100.0%	1.5	0.5	A
	Subtotal	37	37	100.0%	1.5	0.5	A
WB	Left Turn	65	65	99.2%	1.4	0.5	A
	Through	1	1	80.0%	0.3	0.5	A
	Right Turn	1	1	50.0%	0.0	0.0	A
	Subtotal	67	66	98.2%	1.4	0.5	A
Total		248	239	96.5%	0.9	0.2	A

Intersection 2 **Round Valley Drive/Clinic Access** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	19	18	94.2%	1.3	1.8	A
	Through	66	61	91.7%	0.1	0.1	A
	Right Turn						
	Subtotal	85	78	92.2%	0.3	0.4	A
SB	Left Turn						
	Through	178	177	99.2%	0.2	0.1	A
	Right Turn						
	Subtotal	178	177	99.2%	0.2	0.1	A
EB	Left Turn	2	2	95.0%	5.3	4.8	A
	Through						
	Right Turn	31	29	93.9%	6.5	0.8	A
	Subtotal	33	31	93.9%	6.6	0.8	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		296	286	96.6%	1.4	0.2	A

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
Existing Conditions
PM Peak Hour

Intersection 3 **Round Valley Drive/Gillmor Way** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	105	105	99.6%	1.7	1.0	A
	Through	80	74	92.3%	0.1	0.0	A
	Right Turn						
	Subtotal	185	178	96.4%	1.0	0.6	A
SB	Left Turn						
	Through	252	248	98.6%	0.1	0.0	A
	Right Turn	1	1	60.0%	0.0	0.1	A
	Subtotal	253	249	98.4%	0.1	0.0	A
EB	Left Turn	5	5	102.0%	11.0	4.8	B
	Through						
	Right Turn	123	121	98.3%	10.5	0.7	B
	Subtotal	128	126	98.4%	10.6	0.7	B
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		566	553	97.8%	3.3	0.3	A

Intersection 4 **SR-248/Round Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	72	68	94.9%	13.8	4.0	B
	Through	1,342	1,344	100.1%	6.8	1.0	A
	Right Turn	3	3	96.7%	1.3	2.1	A
	Subtotal	1,417	1,415	99.9%	7.1	0.9	A
SB	Left Turn	2	2	85.0%	5.8	10.2	A
	Through	585	586	100.2%	5.1	1.1	A
	Right Turn	113	110	97.7%	3.0	0.4	A
	Subtotal	700	698	99.7%	4.8	0.9	A
EB	Left Turn	271	270	99.8%	35.7	2.6	D
	Through	1	1	120.0%	11.9	23.0	B
	Right Turn	103	99	96.1%	4.0	0.9	A
	Subtotal	375	371	98.8%	26.9	2.8	C
WB	Left Turn						
	Through						
	Right Turn	8	6	73.8%	0.8	0.2	A
	Subtotal	8	6	73.8%	0.8	0.2	A
Total		2,500	2,490	99.6%	9.4	0.8	A

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
Existing Plus Project Conditions
AM Peak Hour

Intersection 1 **Round Valley Drive/IHC** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	134	131	98.0%	2.1	0.4	A
	Through	140	142	101.5%	2.2	0.4	A
	Right Turn	58	59	101.0%	2.3	0.8	A
	Subtotal	332	332	100.0%	2.2	0.4	A
SB	Left Turn						
	Through	33	32	96.4%	0.1	0.3	A
	Right Turn						
	Subtotal	33	32	96.4%	0.1	0.3	A
EB	Left Turn						
	Through	1	1	70.0%	0.2	0.7	A
	Right Turn	49	47	96.7%	1.0	0.4	A
	Subtotal	50	48	96.2%	1.0	0.4	A
WB	Left Turn	5	4	84.0%	3.7	4.0	A
	Through						
	Right Turn	1	1	70.0%	0.0	0.0	A
	Subtotal	6	5	81.7%	3.7	4.0	A
Total		421	417	99.0%	1.9	0.3	A

Intersection 2 **Round Valley Drive/Clinic Access** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	64	63	99.1%	1.1	0.4	A
	Through	329	329	100.1%	0.4	0.2	A
	Right Turn						
	Subtotal	393	393	99.9%	0.5	0.2	A
SB	Left Turn						
	Through	85	82	96.8%	0.1	0.1	A
	Right Turn	2	2	90.0%	0.2	0.3	A
	Subtotal	87	84	96.7%	0.1	0.1	A
EB	Left Turn	3	3	83.3%	5.9	6.0	A
	Through						
	Right Turn	14	14	96.4%	6.1	0.5	A
	Subtotal	17	16	94.1%	6.4	0.6	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		497	493	99.2%	0.8	0.2	A

Vissim Post-Processor | **Park City IHC**
Average Results from 10 Runs | **Existing Plus Project Conditions**
Volume and Delay by Movement | **AM Peak Hour**

Intersection 3 **Round Valley Drive/Gillmor Way** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	59	55	93.6%	0.9	0.4	A
	Through	472	476	100.9%	0.3	0.1	A
	Right Turn						
	Subtotal	531	532	100.1%	0.3	0.1	A
SB	Left Turn						
	Through	108	104	95.8%	0.0	0.0	A
	Right Turn						
	Subtotal	108	104	95.8%	0.0	0.0	A
EB	Left Turn						
	Through						
	Right Turn	36	35	97.2%	9.5	0.6	A
	Subtotal	36	35	97.2%	9.5	0.6	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		675	670	99.3%	0.8	0.1	A

Intersection 4 **SR-248/Round Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	145	147	101.6%	36.7	19.7	D
	Through	393	392	99.7%	2.9	0.8	A
	Right Turn	2	2	100.0%	0.9	1.7	A
	Subtotal	540	541	100.2%	12.0	5.6	B
SB	Left Turn	5	6	114.0%	8.3	8.2	A
	Through	1,008	1,004	99.6%	4.9	1.3	A
	Right Turn	386	384	99.6%	6.2	1.2	A
	Subtotal	1,399	1,394	99.7%	5.3	1.2	A
EB	Left Turn	93	89	95.7%	38.5	5.2	D
	Through						
	Right Turn	51	50	97.8%	3.4	0.9	A
	Subtotal	144	139	96.5%	27.0	3.5	C
WB	Left Turn						
	Through						
	Right Turn	2	0	0.0%	0.0	0.0	A
	Subtotal	2	0	0.0%	0.0	0.0	A
Total		2,085	2,074	99.5%	8.5	1.4	A

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
Existing Plus Project Conditions
PM Peak Hour

Intersection 1 **Round Valley Drive/IHC** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	41	42	101.5%	1.8	0.8	A
	Through	75	69	91.5%	1.8	0.4	A
	Right Turn	15	14	93.3%	2.1	1.3	A
	Subtotal	131	124	94.8%	1.9	0.5	A
SB	Left Turn						
	Through	117	116	98.8%	0.0	0.1	A
	Right Turn						
	Subtotal	117	116	98.8%	0.0	0.1	A
EB	Left Turn						
	Through						
	Right Turn	140	138	98.9%	3.4	0.8	A
	Subtotal	140	138	98.9%	3.4	0.8	A
WB	Left Turn	83	82	98.7%	1.5	0.5	A
	Through	1	1	90.0%	0.1	0.1	A
	Right Turn	1	0	20.0%	0.0	0.0	A
	Subtotal	85	83	97.6%	1.5	0.5	A
Total		473	461	97.5%	1.9	0.3	A

Intersection 2 **Round Valley Drive/Clinic Access** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	29	27	93.1%	2.1	1.5	A
	Through	129	123	95.1%	0.2	0.1	A
	Right Turn						
	Subtotal	158	150	94.7%	0.6	0.4	A
SB	Left Turn						
	Through	340	337	99.1%	0.4	0.1	A
	Right Turn						
	Subtotal	340	337	99.1%	0.4	0.1	A
EB	Left Turn	2	2	75.0%	3.6	4.7	A
	Through						
	Right Turn	55	54	98.9%	6.8	0.4	A
	Subtotal	57	56	98.1%	6.9	0.4	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		555	543	97.7%	1.5	0.1	A

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
Existing Plus Project Conditions
PM Peak Hour

Intersection 3 **Round Valley Drive/Gillmor Way** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	105	105	100.1%	3.2	1.7	A
	Through	153	145	94.8%	0.2	0.1	A
	Right Turn						
	Subtotal	258	250	97.0%	1.3	0.6	A
SB	Left Turn						
	Through	438	435	99.4%	0.3	0.1	A
	Right Turn	1	1	60.0%	0.0	0.1	A
	Subtotal	439	436	99.3%	0.3	0.1	A
EB	Left Turn	5	5	102.0%	10.6	4.7	B
	Through						
	Right Turn	123	121	98.2%	10.7	0.7	B
	Subtotal	128	126	98.4%	10.8	0.7	B
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		825	812	98.4%	2.7	0.2	A

Intersection 4 **SR-248/Round Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	98	96	98.1%	16.1	3.8	B
	Through	1,342	1,345	100.2%	7.7	1.1	A
	Right Turn	3	2	56.7%	0.4	0.7	A
	Subtotal	1,443	1,443	100.0%	8.2	0.9	A
SB	Left Turn	2	2	120.0%	10.1	13.0	B
	Through	585	589	100.7%	6.3	0.9	A
	Right Turn	160	154	96.5%	3.3	0.5	A
	Subtotal	747	746	99.9%	5.8	0.7	A
EB	Left Turn	392	388	99.1%	34.3	2.7	C
	Through	1	1	80.0%	6.1	19.4	A
	Right Turn	168	167	99.2%	3.9	0.6	A
	Subtotal	561	556	99.1%	25.1	2.6	C
WB	Left Turn						
	Through						
	Right Turn	8	6	73.8%	0.8	0.2	A
	Subtotal	8	6	73.8%	0.8	0.2	A
Total		2,759	2,751	99.7%	11.0	0.8	B

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
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Intersection 1 **Round Valley Drive/IHC** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	11	11	98.2%	1.1	0.6	A
	Through	103	99	96.3%	1.3	0.3	A
	Right Turn	42	44	104.8%	1.4	0.6	A
	Subtotal	156	154	98.7%	1.3	0.3	A
SB	Left Turn						
	Through	24	24	99.6%	0.0	0.0	A
	Right Turn						
	Subtotal	24	24	99.6%	0.0	0.0	A
EB	Left Turn						
	Through	1	1	90.0%	0.0	0.0	A
	Right Turn	14	13	92.9%	0.6	0.5	A
	Subtotal	15	14	92.7%	0.6	0.5	A
WB	Left Turn	1	0	0.0%	0.0	0.0	A
	Through						
	Right Turn	1	0	0.0%	0.0	0.0	A
	Subtotal	2	0	0.0%	0.0	0.0	A
Total		197	192	97.4%	1.0	0.3	A

Intersection 2 **Round Valley Drive/Clinic Access** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	35	38	108.6%	0.7	0.6	A
	Through	153	150	98.2%	0.1	0.1	A
	Right Turn						
	Subtotal	188	188	100.1%	0.2	0.1	A
SB	Left Turn						
	Through	37	36	96.2%	0.1	0.1	A
	Right Turn	2	2	75.0%	0.1	0.2	A
	Subtotal	39	37	95.1%	0.1	0.1	A
EB	Left Turn	3	3	106.7%	6.6	3.6	A
	Through						
	Right Turn	6	6	96.7%	5.2	1.9	A
	Subtotal	9	9	100.0%	6.9	0.8	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		236	234	99.3%	0.7	0.1	A

Intersection 3 **Round Valley Drive/Gillmor Way** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	83	84	101.3%	0.7	0.3	A
	Through	267	265	99.1%	0.2	0.0	A
	Right Turn						
	Subtotal	350	349	99.6%	0.3	0.1	A
SB	Left Turn						
	Through	52	50	96.2%	0.0	0.0	A
	Right Turn						
	Subtotal	52	50	96.2%	0.0	0.0	A
EB	Left Turn						
	Through						
	Right Turn	48	47	98.3%	9.6	0.5	A
	Subtotal	48	47	98.3%	9.6	0.5	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		450	446	99.1%	1.6	0.1	A

Intersection 4 **SR-248/Round Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	75	77	102.0%	43.9	48.9	D
	Through	490	483	98.5%	2.7	0.5	A
	Right Turn	2	3	140.0%	0.6	0.9	A
	Subtotal	567	562	99.1%	8.9	8.4	A
SB	Left Turn	5	5	106.0%	8.0	6.7	A
	Through	1,240	1,225	98.8%	4.7	1.7	A
	Right Turn	275	272	99.0%	4.6	1.0	A
	Subtotal	1,520	1,502	98.8%	4.7	1.5	A
EB	Left Turn	65	63	96.2%	42.1	5.1	D
	Through						
	Right Turn	35	34	98.0%	3.6	1.5	A
	Subtotal	100	97	96.8%	27.9	3.1	C
WB	Left Turn						
	Through						
	Right Turn	5	4	78.0%	0.6	0.2	A
	Subtotal	5	4	78.0%	0.6	0.2	A
Total		2,192	2,165	98.8%	7.2	2.5	A

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
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PM Peak Hour

Intersection 1 **Round Valley Drive/IHC** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	1	1	80.0%	0.1	0.2	A
	Through	59	57	95.9%	0.9	0.3	A
	Right Turn	8	7	82.5%	1.0	1.0	A
	Subtotal	68	64	94.1%	0.9	0.3	A
SB	Left Turn						
	Through	76	75	98.0%	0.0	0.0	A
	Right Turn						
	Subtotal	76	75	98.0%	0.0	0.0	A
EB	Left Turn						
	Through						
	Right Turn	37	37	100.0%	1.5	0.5	A
	Subtotal	37	37	100.0%	1.5	0.5	A
WB	Left Turn	65	65	99.2%	1.6	0.5	A
	Through	1	1	80.0%	0.4	0.7	A
	Right Turn	1	1	50.0%	0.0	0.0	A
	Subtotal	67	66	98.2%	1.6	0.5	A
Total		248	241	97.3%	1.0	0.2	A

Intersection 2 **Round Valley Drive/Clinic Access** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	19	17	87.4%	1.1	1.0	A
	Through	66	62	93.8%	0.4	0.5	A
	Right Turn						
	Subtotal	85	79	92.4%	0.6	0.6	A
SB	Left Turn						
	Through	178	177	99.2%	0.2	0.1	A
	Right Turn						
	Subtotal	178	177	99.2%	0.2	0.1	A
EB	Left Turn	2	2	95.0%	5.3	4.9	A
	Through						
	Right Turn	31	29	93.9%	6.5	0.8	A
	Subtotal	33	31	93.9%	6.6	0.7	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		296	286	96.7%	1.5	0.2	A

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
2024 Background Conditions
PM Peak Hour

Intersection 3 **Round Valley Drive/Gillmor Way** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	120	117	97.1%	2.0	0.8	A
	Through	80	73	90.8%	0.1	0.0	A
	Right Turn						
	Subtotal	200	189	94.6%	1.3	0.5	A
SB	Left Turn						
	Through	252	248	98.6%	0.2	0.1	A
	Right Turn	1	1	60.0%	0.0	0.1	A
	Subtotal	253	249	98.4%	0.2	0.1	A
EB	Left Turn	5	6	114.0%	9.8	3.7	A
	Through						
	Right Turn	153	150	98.1%	11.4	0.9	B
	Subtotal	158	156	98.6%	11.4	0.9	B
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		611	594	97.2%	4.0	0.2	A

Intersection 4 **SR-248/Round Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	75	68	90.8%	17.4	4.7	B
	Through	1,655	1,656	100.1%	7.6	1.3	A
	Right Turn	5	5	108.0%	3.5	5.1	A
	Subtotal	1,735	1,730	99.7%	7.9	1.2	A
SB	Left Turn	2	4	215.0%	27.3	31.8	C
	Through	725	728	100.5%	5.9	0.8	A
	Right Turn	125	121	96.5%	2.9	0.6	A
	Subtotal	852	853	100.2%	5.6	0.7	A
EB	Left Turn	295	293	99.2%	37.1	1.8	D
	Through	5	5	102.0%	13.0	19.1	B
	Right Turn	105	100	95.5%	4.0	0.9	A
	Subtotal	405	398	98.3%	28.6	2.4	C
WB	Left Turn						
	Through						
	Right Turn	10	10	99.0%	0.9	0.3	A
	Subtotal	10	10	99.0%	0.9	0.3	A
Total		3,002	2,991	99.6%	10.0	1.1	B

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
2024 Plus Project Conditions
AM Peak Hour

Intersection 1 **Round Valley Drive/IHC** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn	134	135	100.4%	2.0	0.3	A
	Through	140	138	98.6%	2.3	0.3	A
	Right Turn	58	57	99.0%	2.1	0.4	A
	Subtotal	332	330	99.4%	2.1	0.3	A
SB	Left Turn						
	Through	33	32	96.4%	0.3	0.5	A
	Right Turn						
	Subtotal	33	32	96.4%	0.3	0.5	A
EB	Left Turn						
	Through	1	1	70.0%	0.1	0.2	A
	Right Turn	49	47	96.7%	0.7	0.6	A
	Subtotal	50	48	96.2%	0.7	0.6	A
WB	Left Turn	5	4	84.0%	3.1	2.1	A
	Through						
	Right Turn	1	1	70.0%	1.4	3.6	A
	Subtotal	6	5	81.7%	3.2	1.8	A
Total		421	415	98.5%	1.9	0.2	A

Intersection 2 **Round Valley Drive/Clinic Access** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn	64	64	100.2%	0.9	0.3	A
	Through	329	327	99.3%	0.4	0.1	A
	Right Turn						
	Subtotal	393	391	99.4%	0.4	0.1	A
SB	Left Turn						
	Through	85	82	96.7%	0.1	0.0	A
	Right Turn	2	2	90.0%	0.2	0.3	A
	Subtotal	87	84	96.6%	0.1	0.0	A
EB	Left Turn	3	3	83.3%	4.6	4.2	A
	Through						
	Right Turn	14	14	96.4%	6.1	0.5	A
	Subtotal	17	16	94.1%	6.3	0.6	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		497	491	98.8%	0.7	0.1	A

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
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Intersection 3 **Round Valley Drive/Gillmor Way** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	83	84	101.6%	1.0	0.4	A
	Through	472	469	99.3%	0.3	0.1	A
	Right Turn						
	Subtotal	555	553	99.6%	0.4	0.1	A
SB	Left Turn						
	Through	108	104	95.8%	0.1	0.1	A
	Right Turn						
	Subtotal	108	104	95.8%	0.1	0.1	A
EB	Left Turn						
	Through						
	Right Turn	48	46	95.6%	9.3	0.3	A
	Subtotal	48	46	95.6%	9.3	0.3	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		711	702	98.8%	1.1	0.1	A

Intersection 4 **SR-248/Round Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	147	149	101.2%	94.2	113.7	F
	Through	490	486	99.1%	5.5	7.9	A
	Right Turn	2	2	110.0%	0.3	0.4	A
	Subtotal	639	637	99.6%	30.1	40.5	C
SB	Left Turn	5	5	94.0%	3.8	4.5	A
	Through	1,240	1,225	98.8%	5.4	1.1	A
	Right Turn	408	404	99.1%	5.9	1.3	A
	Subtotal	1,653	1,634	98.9%	5.5	1.0	A
EB	Left Turn	101	96	94.8%	41.5	3.6	D
	Through						
	Right Turn	55	54	97.8%	3.9	1.6	A
	Subtotal	156	150	95.8%	27.2	4.7	C
WB	Left Turn						
	Through						
	Right Turn	5	3	58.0%	0.4	0.3	A
	Subtotal	5	3	58.0%	0.4	0.3	A
Total		2,453	2,423	98.8%	13.6	11.7	B

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PLANNING DEPT.

Park City Hospital Parking Study

TECHNICAL MEMORANDUM

To:	Kim Menge, RN, Intermountain Healthcare	
Date:	February 20, 2018	
From:	Natalia Brown, EIT, Fehr & Peers	
	Preston Stinger, PTP, LEED GA Fehr & Peers	
Subject:	**Park City Hospital Parking Study**	UT18-2135

EXECUTIVE SUMMARY

The purpose of this study is to evaluate the adequacy of the current parking, determine the future parking demand, and recommend Transportation Demand Management (TDM) strategies for the proposed expansion of the Intermountain Healthcare Park City Hospital located in Park City, Utah. The proposed expansion of the Park City Hospital consists of three levels of buildout:

(1) **20 extra units**: 20,000 ft^2 of medical support use on Lot 6
(2) **50 extra units**: 20,000 ft^2 of medical support use on Lot 6 + 30,000 ft^2 of medical support use on Lot 1
(3) **140 extra units**: 20,000 ft^2 of medical support use on Lot 6 + 30,000 ft^2 of medical support use on Lot 1 + 90,000 ft^2 of additional hospital use on Lot 1

Note that the term "unit" refers to 1,000 ft^2.

Parking counts were collected at the Park City Hospital and Park City Clinic Building parking lot to determine the existing parking demand. It was found that during the hours of highest parking demand, the Park City Hospital and Park City Clinic Building parking lots are 63% and 77% utilized, with a parking rate of 1.76 and 3.12 parking stalls per 1,000 ft^2, respectively. To determine the future parking demand, the following was used:

- The future parking demand for the medical support use expansion was determined using the Park City Clinic Building observed parking rate (3.12 parking stalls per 1,000 ft^2)
- The future parking demand for the additional hospital use expansion was determined using the Park City Hospital observed parking rate (1.76 parking stalls per 1,000 ft^2)

These observed parking rates were applied to the proposed levels of buildout to determine the future parking demand. Table 1 shows the existing parking demand, future parking demand, future parking supply, and number of additional parking stalls needed under each level of buildout.

Table 1. Parking Demand and Supply Summary

	20,000 ft^2	50,000 ft^2	140,000 ft^2
Future Parking Demand	474	568	727
Future Hospital Parking Supply	558	669	857
Additional Parking Needed in Lot 1	0	0	98
Additional Parking Needed in Lot 6	75	75	75

In addition to estimating the future parking demand, TDM strategies are recommended to have a more efficient transportation system around the Park City Hospital. The Park City Hospital is currently considering the following TDM strategies:

- Adding a transit stop near the hospital
- Vanpooling
- Emergency Ride Home Program
- Be a member of the Greater Park City Transportation Management Association
- Bicycle End-Of-Trip Facilities / Bicycle Parking With Lockers and a Repair Stand

INTRODUCTION

The purpose of this study is to evaluate the adequacy of the current parking and determine the future parking demand for the proposed expansion of the Park City Hospital in Park City, Utah. This memorandum will discuss:

- Existing parking demand
- Future parking demand for proposed levels of build out
- Transportation Demand Management (TDM) strategies

EXISTING PARKING DEMAND

Parking counts were conducted at the Park City Hospital and Park City Clinic Building parking lots on January 8th, 2019 at 7:30AM, 8:10AM, 10:00AM, 12:00PM, and 3:00PM, 4:00PM, 5:00PM and 6:00PM. The Park City Hospital and Park City Clinic Building have the following characteristics:

1. Parking stalls available: 684 (Park City Hospital) and 101 (Park City Clinic Building), based on aerial photography and parking information provided to Fehr & Peers
2. Building square footage: 233,815 square feet (ft^2) of usable area (Park City Hospital) and 25,000 ft^2 (Park City Clinic Building)

Table 2 shows the parking counts collected at the various Park City Hospital and Park City Clinic Building parking lots as well as the number of parking stalls available at each lot (supply). The parking available for lots A-F were obtained from aerial photography and parking available at lot G (Parking Terrace) was obtained from the Park City Hospital Parking Map provided to Fehr & Peers. Figure 1 shows the location of the parking lots and parking counts.

Table 2. Parking Counts in Park City Hospital and Park City Clinic Building

Lot	Location	7:30	8:10	10:00	12:00	3:00	4:00	5:00	6:00	Supply
A	Park City Clinic Building	8	56	73	78	72	69	37	21	101
B	Park City Hospital	19	26	51	54	41	38	19	15	87
C	Park City Hospital	39	59	92	88	82	57	43	36	137
D	Park City Hospital	8	26	74	71	71	49	28	20	141
E	Park City Hospital	67	71	75	72	79	56	33	21	96
F	Park City Hospital	54	72	93	92	88	63	37	28	128
G	Park City Hospital	13	16	26	28	34	29	21	15	95

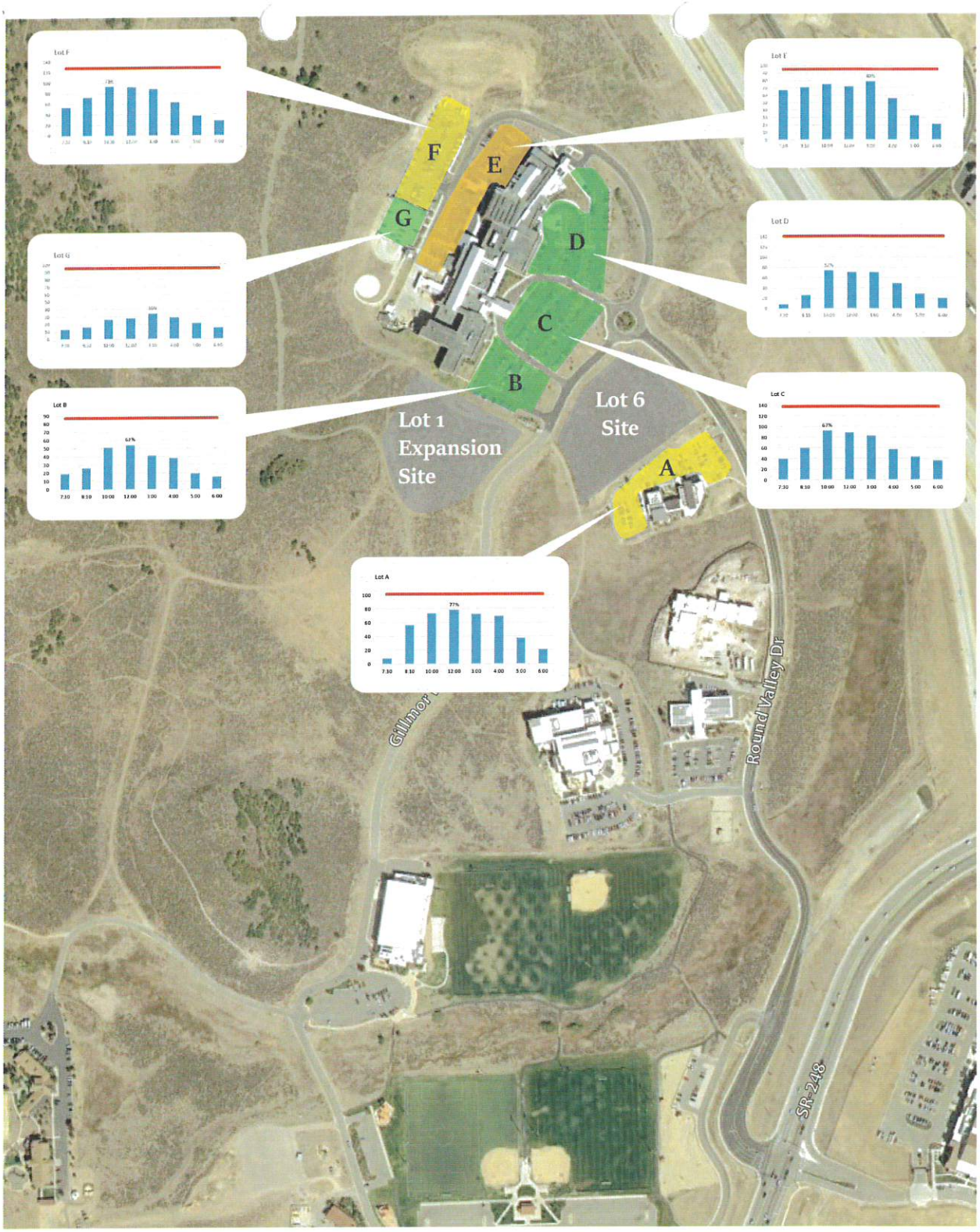

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Figure 1: Existing Parking Utilization

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- >90% utilization
- 80.1% - 90% utilization
- 70.1% - 80% utilization
- ≤70% utilization

Using the parking counts, parking supply, and usable square footage, the percentage of parking utilized and parking rate (parking stalls/1,000 ft^2) was calculated. Table 3 shows the parking demand, percent of parking utilized, and parking rate.

Table 3. Parking Demand, Utilization, and Rate

	Park City Hospital			Park City Clinic Building		
Time	Parking Demand	% Utilized	Parking Rate	Parking Demand	% Utilized	Parking Rate
7:30	200	31%	0.86	8	8%	0.32
8:10	270	41%	1.15	56	55%	2.24
10:00	411	63%	1.76	73	72%	2.92
12:00	405	62%	1.73	78	77%	3.12
3:00	395	60%	1.69	72	71%	2.88
4:00	292	45%	1.25	69	68%	2.76
5:00	181	28%	0.77	37	37%	1.48
6:00	135	21%	0.58	21	21%	0.84

The parking counts conducted at the Park City Hospital and Park City Clinic Building show that the highest parking utilization and parking rate occurs at the 10:00AM and 12:00PM hours, respectively.

FUTURE PARKING DEMAND

The proposed expansion of the Park City Hospital consists of three levels of buildout:

(1) **20 extra units**: 20,000 ft^2 of medical support use on Lot 6
(2) **50 extra units**: 20,000 ft^2 of medical support use on Lot 6 + 30,000 ft^2 of medical support use on Lot 1
(3) **140 extra units**: 20,000 ft^2 of medical support use on Lot 6 + 30,000 ft^2 of medical support use on Lot 1 + 90,000 ft^2 of additional hospital use on Lot 1

Note that the term "unit" refers to 1,000 ft^2.

Figure 2 shows the project location, including the proposed expansion and location of lots.

To determine the future parking demand, the highest parking rate observed for the Park City Hospital and Park City Clinic Building were used. For each scenario, the Park City Hospital parking rate (1.76 parking stalls/1,000 ft^2) was used for hospital buildings and the Park City Clinic Building parking rate (3.12 parking stalls/1,000 ft^2) was used for the medical support. Table 4 shows the total parking demand under each scenario.



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Figure 2: Project and Existing Parking Locations

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Lot 6 Site: 20,000 square feet of potential clinic expansion (Scenarios 1-3)

Lot 1 Expansion Site: 30,000 square feet of hospital expansion (Scenarios 2 and 3) and 90,000 square feet of additional hospital expansion (Scenario 3)

Table 4. Parking Demand

	20,000 ft²	50,000 ft²	140,000 ft²
Existing Parking Demand	411	411	411
New Building(s) Parking Demand	63	157	316
Future Parking Demand	474	568	727

NEED FOR ADDITIONAL PARKING

In standard practice, the capacity of a parking lot is 85% of the total number of parking stalls (15% of the parking is not utilized for the comfort of the driver in finding parking, etc.); therefore, for this study, it was assumed that the future demand will use 85% of the parking lot. The expansion of the Park City Hospital proposes to add 20 extra units on lot 6, south of Gillmor Way next to the Park City Clinic Building, as shown in Figure 2. Since the addition of these 20 extra units is on a different lot and across a roadway from the hospital, it is recommended that the 20 extra units on lot 6 have their own parking lot.

The new parking lot on lot 6 should have at least 75 parking stalls, assuming the parking demand of the 20 extra units use 85% of the total parking lot. In addition to the new parking lot, when a total of 140 extra units are added to the hospital, 98 additional parking stalls should be provided to the existing Park City Hospital parking lot. Table 5 shows the parking demand, parking supply, and additional parking needed in each lot.

Table 5. Additional Parking Lot Alternative

	20,000 ft²	50,000 ft²	140,000 ft²
Future Parking Demand	474	568	727
Future Hospital Parking Supply	558	669	857
Additional Parking Needed in Lot 1	0	0	98
Additional Parking Needed in Lot 6	75	75	75

Figures 3 through 5 show the utilization of the future parking lots, including the number of additional stalls needed.

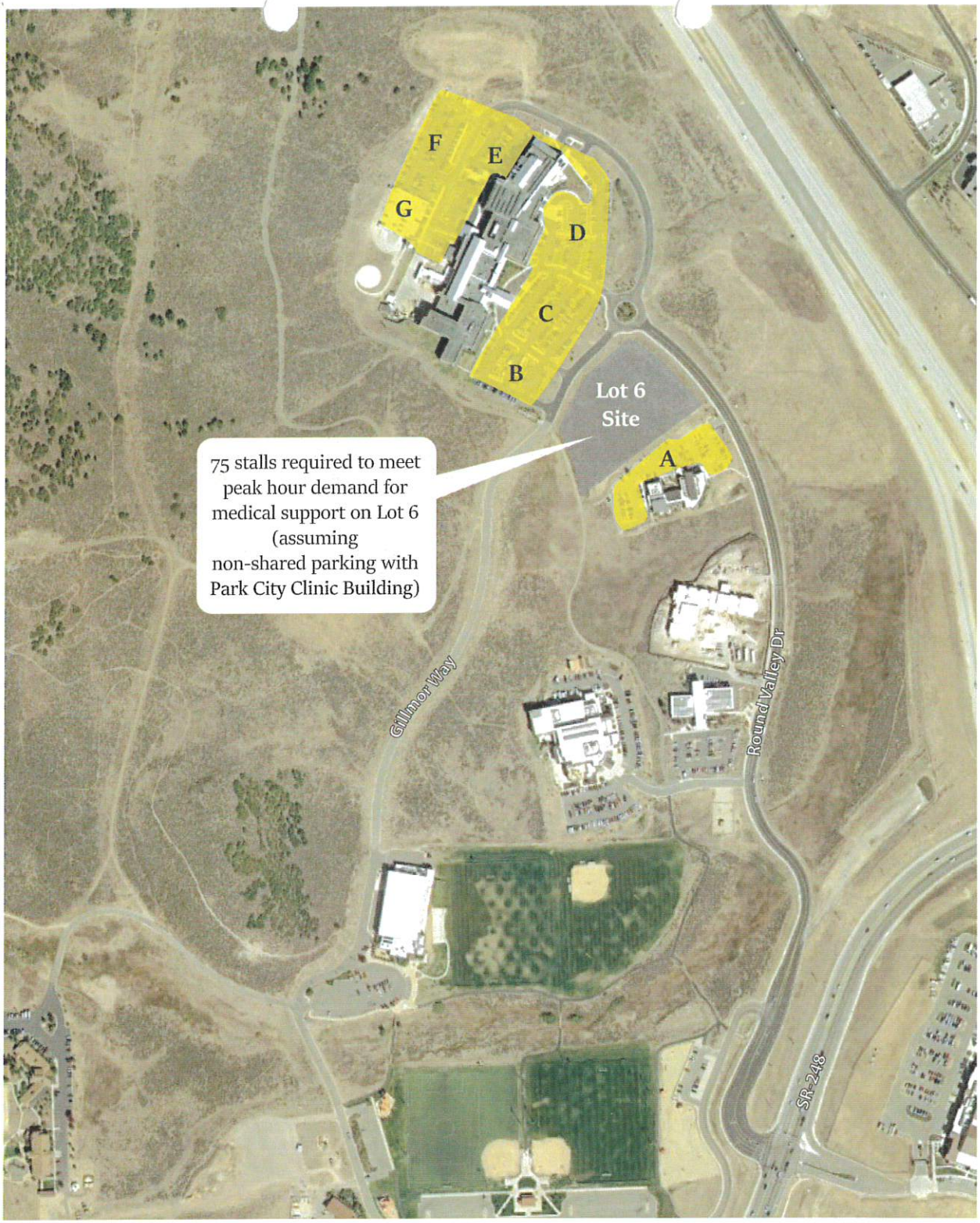

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Figure 3: Scenario 1 (20,000SF New Facility) Peak Hour Parking Utilization

FEHR PEERS

- >90% utilization
- 80.1% - 90% utilization
- 70.1% - 80% utilization
- ≤70% utilization

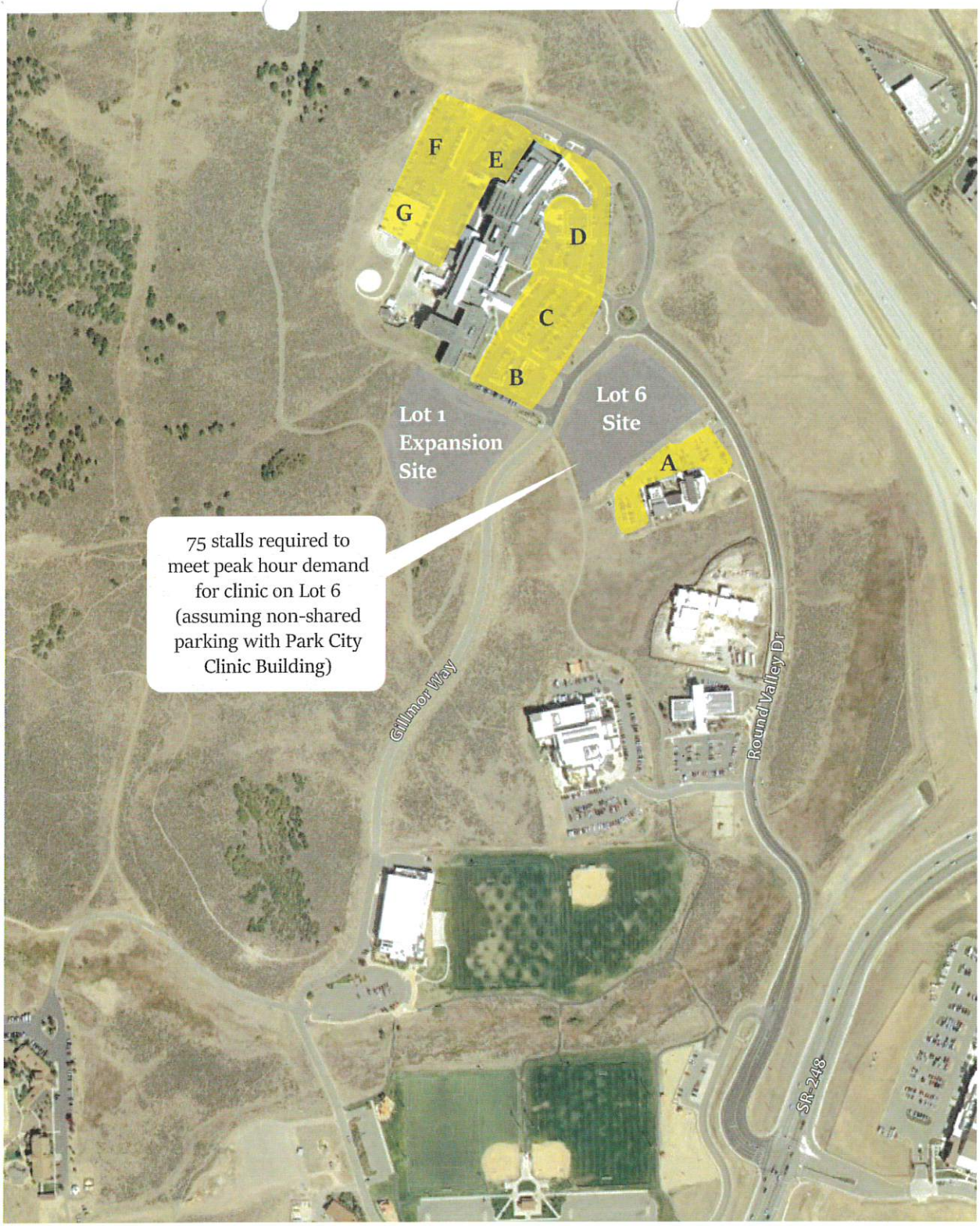

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Figure 4: Scenario 2 (50,000SF Total New Facilities) Peak Hour Parking Utilization

FEHR PEERS

- >90% utilization
- 80.1% - 90% utilization
- 70.1% - 80% utilization
- ≤70% utilization

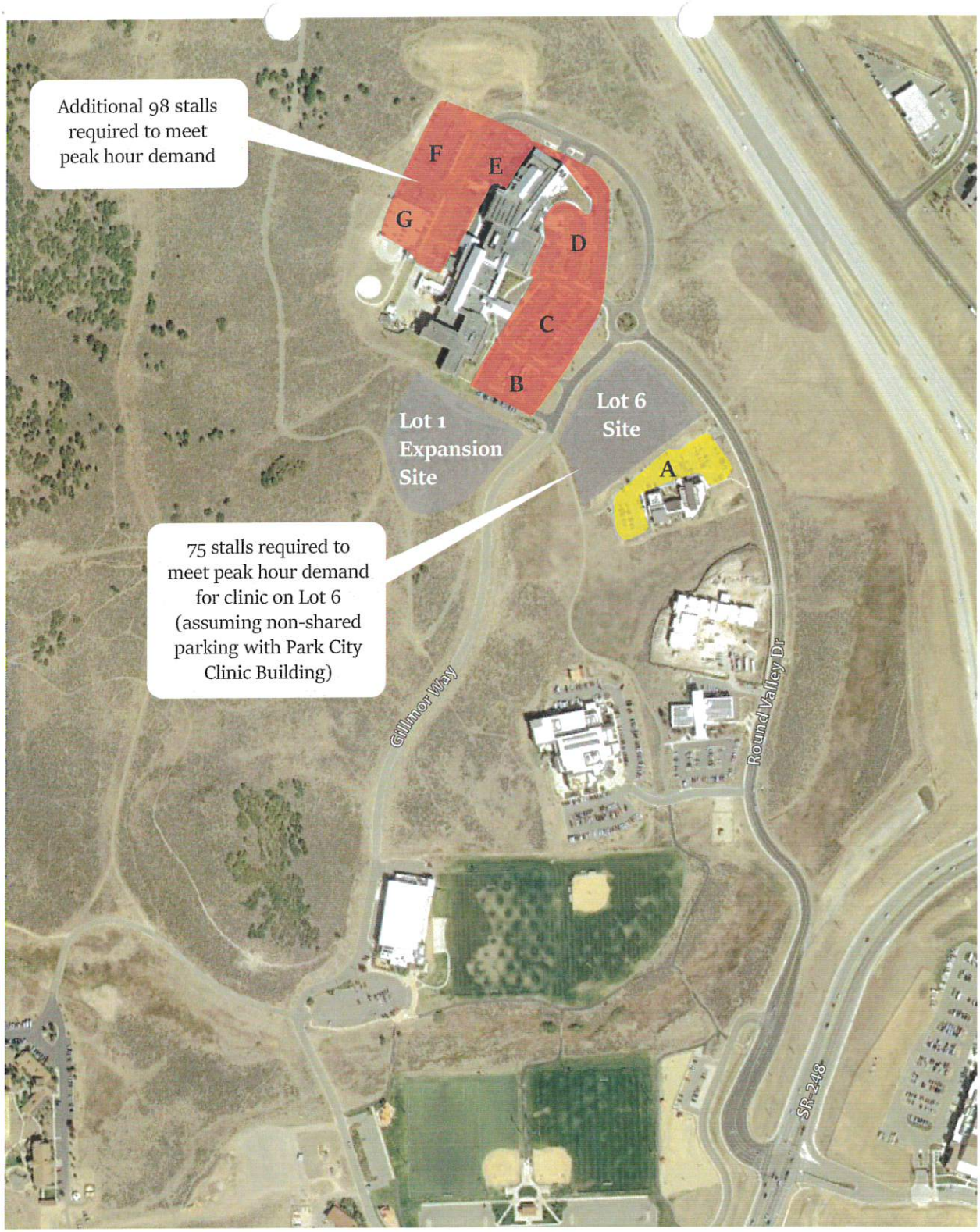

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Figure 5: Scenario 3 (140,000SF Total New Facilities) Peak Hour Parking Utilization

FEHR PEERS

- >90% utilization
- 80.1% - 90% utilization
- 70.1% - 80% utilization
- ≤70% utilization

TDM STRATEGIES

Transportation Demand Management (TDM) strategies are used to have a more efficient transportation system such as reducing number of vehicles on the road/facilities or vehicle miles traveled. For the Park City Hospital, it is most beneficial to provide TDM strategies for hospital staff. The following is a list of TDM strategies the Park City Hospital is currently considering to help reduce the number of parked vehicles and traffic congestion in the area:

- **Transit stop**. Transit availability for employees can reduce automobile use to work by providing another alternative for their commute. Park City currently does not have service to the Park City Hospital; however, the hospital is interested in adding a transit stop for their staff.
- **Vanpooling.** Vanpooling allows people to ride together to and from a common origin and destination. Vanpools are typically administered by a transit agency or a large workplace with multiple employees coming from similar locations. Typically, the van is provided and maintained by the organization administering the program and there are multiple passengers who drive, eliminating the need to pay a driver. Cost is typically determined by the miles traveled and number of people in the pool. The Park City Hospital have several employees coming from common location such as Park City, Heber/Midway, and Kamas/Francis. Providing a vanpool for these employees could reduce the need for an auto trip to the Park City Hospital. Vanpooling could be established based on zip codes with the highest number of employees.
- **Emergency Ride Home Program.** Employees who use transit or vanpools are guaranteed a ride home in case of emergency or if they need to work late which helps to reduce concerns about using alternative modes.
- **Transportation Management Association.** TDM efforts are often coordinated for an area through the organization of a Transportation Management Association (TMA). TMAs are non-profit member controlled organizations that provide transportation services or funding in a particular geographic area. They are typically a public-private partnership between a group of businesses and local government entities, tasked with addressing transportation for the area. TMAs allow businesses and public agencies to pool resources to provide programs and resources to an entire area rather than burdening individual businesses to resolve transportation challenges in a vacuum. It also allows businesses to have an equal seat at the table in determining TDM programs and strategies appropriate for the area. It is recommended that the Park City Hospital becomes a member of the Greater Park City TMA to be involved in local TDM strategies.
- **Bicycle End-Of-Trip Facilities / Bicycle Parking With Lockers and a Repair Stand.** End-of-trip cycling facilities are an important component of encouraging cycling to and from the work place. Adequate bicycle parking should be located in a lit and convenient place on the building premise.

Bicycle parking should be properly installed and free from debris or snow. Indoor or covered bicycle parking is highly preferred as it is more secure and protects users from inclement weather. Additional End-of-trip amenities for bicycle commuters include bicycle repair stands and pumps, bicycle lockers and showers and changing facilities. These amenities allow cyclists to arrive to work and be more comfortable throughout their workday. From the employee home location, most employees live in Park City, Heber/Midway, or Kamas/Francis. This strategies coupled with other TDM strategies can provide the Park City Hospital employees an alternative mean of transportation.

Other TDM strategies that can be implemented for the Park City Hospital include:

- **Carpooling.** Carpooling allows for employees to make the most of their trip to and from work by increasing the seat utilization. Virtual rideshare boards could be created, allowing employees to ask for and offer rides on a one time or consistent basis. Designated priority parking stalls for carpools could be installed closer to building entrances to create a visual reminder and an incentive to utilize the program.
- **Real Time Information.** Real time information about travel conditions simplifies transportation choices and removes anxiety about using transit. Real time information provided on screens in lobbies or lounges could provide shuttle/transit arrival times, travel times, and/or number of bike shares available. This information could be available through a mobile application or other methods.
- **TDM Marketing Coordinator.** A TDM Coordinator is tasked with advertising all TDM related programs, events, promotions and updates throughout the company or organization. Often, employees are unaware of the existing TDM programs and therefore do not use them. A TDM Coordinator provides TDM information to employees in many ways which may include: the onboarding process, answering questions employees may have about options, updating marketing materials, maintaining a TDM website and hosting TDM related activities and events. Monitoring success and annual reporting is also part of a TDM Coordinators role. TDM Coordinators can be either full time positions or be included as part of the workload of other administrative employees depending on the complexity of the TDM programs.
- **Electric Bike Share.** Like a regular bike share, an electric bike share is ideal for short distance point to point trips. Users would have the ability to pick a bicycle at self-serve bicycle stations, and return it to a different station within the service area. Electric assist bikes are designed to make hill climbing more manageable. Typically, the user can specify the amount of assist desired on the bicycles. Since the Park City Hospital is in an area with steep hills and employees will be coming from areas with hills, an electric bike share is preferred over a conventional bike share to help with the hill climbing. Charging stations are required for an electric bike share program.

- **Improve Active Transportation Connections.** Active transportation connections that are safe, convenient, and pleasant can help support TDM strategies and make alternative modes more feasible options.

Planning Commission
Staff Report

Subject: 74 King Road
Project: PL-19-04324
Author: Rebecca Ward
Date: October 9, 2019
Type of Item: Administrative – Nightly Rental Conditional Use Permit

Summary Recommendation

Staff recommends that the Planning Commission review the proposed Nightly Rental Conditional Use Permit for 74 King Road in the Historic Residential – Low Density (HRL) District, conduct a public hearing, and consider approving the Nightly Rental Conditional Use Permit for 74 King Road according to the findings of facts, conclusions of law, and conditions of approval as outlined in this report.

Description

Applicant:	Brenda Bennett
Location:	74 King Road
Zoning District:	Historic Residential - Low Density (HRL)
Adjacent Land Uses:	Residential
Reason for Review:	The Planning Commission reviews and approves Conditional Use Permit applications

Proposal

Brenda Bennett is requesting that the Planning Commission review her proposal for a Nightly Rental Conditional Use Permit for 74 King Road, a one-story, two-bedroom/two-bathroom Single-Family Dwelling that is designated a Landmark Historic Structure on Park City's Historic Sites Inventory. 74 King Road is located in the Historic Residential – Low Density (HRL) District. The Land Management Code (LMC) requires that a homeowner secure a Conditional Use Permit in order to use a property within certain HRL boundaries for Nightly Rentals.

Background

On September 9, 2019, the applicant submitted a Conditional Use Permit for a Nightly Rental application for 74 King Road. The application was deemed complete on September 16, 2019.

74 King Road is located on Lots 18, 19, and the south half of Lot 20, Block 77, Millsite Reservation to the Park City Survey. According to Summit County records, the Single-Family Dwelling was constructed in 1904. The Single-Family Dwelling is designated a Landmark Historic Structure on Park City's Historic Sites Inventory. On July 8, 2014, the Planning Department issued an Administrative Conditional Use Permit so that two (2) failing cinder block retaining walls in the Front Yard could be removed for the construction of two (2) new stacked-stone walls (Exhibit B). The newly constructed wall to the north of the property is terraced to a height of four feet (4') and the wall to the

south of the property is constructed to a height of six feet (6'). The wall to the south of the property was moved closer to the Historic Structure to facilitate a minimum 8.5' x 16' parking space for one vehicle. It is the only parking space on the property.

Zoning District

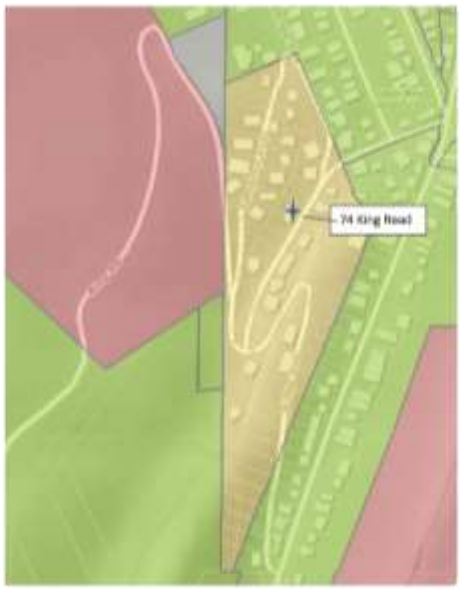
74 King Road is located in the Historic Residential – Low Density (HRL) District. The purpose of the HRL District is to:

A. Reduce density that is accessible only by substandard Streets so these Streets are not impacted beyond their reasonable carrying capacity;
B. Provide an Area of lower density Residential Use within the old portion of Park City;
C. Preserve the character of Historic residential Development in Park City;
D. Encourage the preservation of Historic Structures;
E. Encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District, and maintain existing residential neighborhoods;
F. Establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment; and
G. Define Development parameters consistent with the General Plan policies for the Historic core.

Analysis

The Land Management Code defines a Nightly Rental as "[t]he rental of a Dwelling Unit or any portion thereof . . . for less than thirty (30) days to a single entity or Person. Nightly Rental does not include the Use of Dwelling Units for Commercial Uses." LMC § 15-15-1. Nightly Rentals require a Conditional Use Permit in the HRL District for properties south of platted 2nd Avenue, west of Upper Norfolk and Daly Avenues, and east of King Road, an area highlighted in yellow in the Park City Nightly Rental Zones map below. LMC § 15-2.1-2(B)(1).

Park City Nightly Rental Zones Map – Yellow Indicates Required Conditional Use Permit



A Conditional Use is defined in LMC § 15-15-1 as a land Use that, because of its unique characteristics or potential impact, is allowed only if certain measures are taken to mitigate or eliminate the potential impacts. The Land Management Code requires the Planning Commission to review certain criteria when considering whether or not a proposed Conditional Use mitigates impacts. LMC § 15-1-10(E). The criteria are outlined below, followed by staff analysis.

1. **Size and location of the Site**.
No unmitigated impacts

Size: The LMC does not require a maximum or minimum size for Nightly Rental properties or dwellings. The LMC defines a Nightly Rental as "[t]he rental of a Dwelling Unit or any portion thereof . . . for less than thirty (30) days to a single entity or Person. . ." The LMC defines a Dwelling Unit as "[a] Building or portion thereof designed for Use as the residence or sleeping place of one (1) or more Persons or families and includes a Kitchen . . ." LMC § 15-15-1.

74 King Road is a one-story, two-bedroom/two-bathroom Landmark Single-Family Dwelling with a kitchen that is located on a 0.11-acre parcel and provides a space for use as a residence or sleeping place for one or more Persons or for a family. Historic Structures in the HRL District that do not comply with Building Footprint, Building Height, Building Setbacks, Off-Street parking, and driveway location standards are valid Non-Complying Structures. LMC § 15-2.1-4. 74 King Road is a valid Non-Complying Landmark Structure. As a two-bedroom, two-bathroom Single-Family Dwelling, Nightly Rentals would be available only to small groups (approximately four persons) or a small family and should not have an impact greater than the existing Use.

The potential Nightly Rental occupancy is limited by the existing size and emergency escape and rescue opening standards of the International Residential Code. To complete the Nightly Rental Business License application process, the Building Department must complete an Inspection. The Building Department will determine a maximum occupancy to ensure that the appropriate Emergency escape and rescue openings are provided.

Location of the Site: 74 King Road is located in an area identified in the Park City General Plan as a preferred area for Nightly Rentals because of its proximity to Park City Mountain Resort.[1]

2. **Traffic considerations including capacity of the existing Streets in the Area**.
Condition of Approval Recommended

The 74 King Road Landmark Single-Family Dwelling is accessed by King Road. The one-story, two-bedroom/two-bathroom Single-Family Dwelling is approximately 1,128 square feet. The potential Nightly Rental occupancy is limited by the existing size and emergency escape and rescue opening standards of the International Residential Code.

[1] General Plan, Vol. 1, p. 71, Objective 7C.

Given the limited quantity of bedrooms (2), this Single-Family Dwelling would likely be a Nightly Rental for small groups (approximately 4 persons) or a small family. The Nightly Rental License process will require an Inspection by the Building Department, which will establish a maximum occupancy and ensure that the appropriate Emergency escape and rescue openings are provided. As a result, there would be minimal to no change in traffic generated for the property compared to what is currently generated by the long-term rental/primary resident should the Commission approve the Nightly Rental Conditional Use Permit.

However, under the LMC § 15-1-10(F), a Conditional Use Permit is transferable with the title to the underlying Property so that an owner may convey or assign an approved project without losing the approval. Staff recommends that a condition of approval for the Nightly Rental Conditional Use Permit for 74 King Road be limited to the existing one-story, two-bedroom/two-bathroom Landmark Single-Family Dwelling. If any additions are constructed to enlarge the Historic Single-Family Dwelling, any approved Nightly Rental Conditional Use Permit would terminate and a new Nightly Rental Conditional Use Permit would be required to ensure that traffic considerations with increased capacity are addressed. Staff has included Condition of Approval 6 to reflect this.

3. **Utility capacity, including Storm Water run-off**.
No unmitigated impacts

74 King Road is currently used as a private residence. If the Commission grants the Nightly Rental Conditional Use Permit, the Single-Family Dwelling will continue to be used as a residence on a nightly basis with minimal change to utility capacity and storm water run-off.

4. **Emergency vehicle Access**.
No unmitigated impacts

A Nightly Rental Business License triggers a Building Department inspection of the Structure to ensure that all Building and Fire Code requirements are met prior to issuance of a Business License. A Nightly Rental Conditional Use Permit for the one-story, two-bedroom/two-bathroom Single-Family Dwelling will not alter the required emergency vehicle access.

5. **Location and amount of off-Street parking**.
Condition of Approval Recommended

Nightly Rental parking requirements are the same as the parking requirements for the Single-Family Dwelling (up to the first six [6] bedrooms). LMC § 15-3-6(A). The LMC requires two (2) parking spaces per Single-Family Dwelling. LMC § 15-3-6(A). Historic Structures in the HRL District that do not comply with Off-Street parking are valid Non-Complying Structures. LMC § 15-2.1-4.

Prior to 2014, 74 King Road did not contain on-site parking. On July 10, 2014, the Planning Department granted the applicant an Administrative Conditional Use Permit to replace the retaining wall along the front façade and street-facing boundary. The Administrative Conditional Use Permit granted the applicant permission to move the southern portion of the retaining wall closer to the Single-Family Dwelling in order to make room for one parking space (minimum size 8.5' x 16') in the applicant's front yard. This parking space is the only parking space for the property.

Staff recommends that the Commission consider a condition of approval that the Nightly Rental limit parking to one (1) vehicle. Staff also recommends that if any additions are constructed to enlarge the Historic Single-Family Dwelling, any Nightly Rental Conditional Use Permit would terminate and a new Nightly Rental Conditional Use Permit would be required to ensure that parking considerations with increased capacity are addressed. This is reflected in Condition of Approval 6.

6. **Internal vehicular and pedestrian circulation system**.
Conditions of Approval Recommended

Vehicle Circulation: King Road is a steep and narrow street. During weather-related road conditions, access to 74 King Road may be limited. During weather-related events, renters may need to park off-site in an approved overnight public parking lot and walk to the rental property. Staff recommends that a condition of approval require that the nightly rental lease inform prospective renters that access to the property during inclement weather may be limited and alternative parking off-site may be required.

Pedestrian Circulation: 74 King Road is located within walking distance of the Upper Norfolk ski runs at Park City Mountain Resort, Old Town, Main Street, and the bike trails at King Road and Daly Avenue.

7. **Fencing, Screening, and landscaping to separate the Use from adjoining Uses**.
No unmitigated impacts

Fencing is not proposed at this time. No changes to the exterior landscaping are part of this application.

8. **Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots**.
No unmitigated impacts

No change is proposed for the building mass, bulk, orientation, or location.

9. **Usable Open Space**.
No unmitigated impacts
The proposed use does not change the site's Open Space and there is no additional requirement in the LMC. The Single-Family Dwelling occupies approximately 1,228 square feet of the parcel. As a result, about 74% of the parcel is landscape.

10. **Signs and lighting**.
No unmitigated impacts

No signs are proposed. The lighting must conform to Building and Land Management Code standards before a Nightly Rental Business License is granted.

11. **Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing**.
No unmitigated impacts

The Landmark Structure retains its historic mass, scale, and style in compliance within the Historic District. No changes to the physical design are proposed.

12. **Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site**.
No unmitigated impacts

No noise, vibration, odors, steam, or mechanical factors that might affect people and property are anticipated.

13. **Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas**.
Condition of Approval Recommended

No deliveries are anticipated. Residential trash pickup for the property will be from King Road. Staff recommends a condition of approval requiring that trash receptacles be placed for trash pickup according to the Municipal Code of Park City § 6-1-11, which requires that trash receptacles cannot be set out for collection prior to 6:00 PM of the day before collection. All trash receptacles in the HRL District must be removed from the street as soon as practical after being emptied, and in every case must be removed from the street prior to 11:59 PM the day they are emptied. This is reflected in Condition of Approval 8.

14. **Expected ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities**.
No unmitigated impacts

If the Commission approves the Nightly Rental Conditional Use Permit, the Single-Family Dwelling will be managed and maintained by a property management company.

15. **Within and adjoining the site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site**.
No unmitigated impacts

No changes to the structure are proposed and no environmental site conditions are present.

16. **Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding**. ***Condition of Approval Recommended***

Goal 7 of the General Plan, Life-Cycle Housing, is to create a diversity of primary housing opportunities to address the changing needs of residents. Objective 7C is to focus future nightly rental units to resort neighborhoods – near Park City Mountain Resort and Deer Valley. 74 King Road is within a walkable distance to Park City Mountain Resort skiing access through Upper Norfolk Avenue.

Goal 9 of the General Plan, Parks & Recreation, is to continue to provide unparalleled parks and recreation opportunities for residents and visitors. Objective 9C is to optimize interconnectivity by utilizing bus/transportation services to recreation facilities.

Staff recommends a condition of approval that the applicant provide renters with detailed information regarding walkable access to skiing and to Park City's free transit service. This is reflected in Condition of Approval 10.

Department Review

The applicant's proposal was reviewed by the Planning, Engineering, Building, and Legal departments.

Notice

Notice was posted on the property on September 24, 2019. Courtesy notice was mailed to property owners within 300' of the property on September 24, 2019. Notice was published in the *Park Record* and on the Park City website and the Utah Public Notice website on September 25, 2019.

Public Input

On September 28, 2019, Gerry Shear sent an email objecting to the Nightly Rental Conditional Use Permit. Mr. Shear's email is included as Exhibit D.

Alternatives

1. The Planning Commission may approve the Conditional Use Permit for the 74 King Road Nightly Rental, as conditioned; or
2. The Planning Commission may continue the discussion on the Conditional Use Permit for the 74 King Road Nightly Rental and direct staff to conduct further research and analysis; or
3. The Planning Commission may deny the Conditional Use Permit for the 74 King Road Nightly Rental and direct staff to make findings for this decision.

Recommendation

Staff recommends that the Planning Commission review the proposed Nightly Rental Conditional Use Permit for 74 King Road in the HRL District, conduct a public hearing, and consider approving the Nightly Rental Conditional Use Permit for 74 King Road according to the findings of facts, conclusions of law, and conditions of approval as outlined below:

Findings of Fact

1. The property is located at 74 King Road, Summit County Parcel Number PC-722-A.
2. The property is located on Lots 18, 19, and the south half of Lot 20, Block 77, Millsite Reservation to the Park City Survey.
3. The property is estimated to have been constructed in 1904, contains no additions, and has undergone minimal changes. The property is determined to retain historic integrity as a mining-era Structure and is designated a Landmark Historic Structure on Park City's Historic Sites Inventory.
4. 74 King Road is a one-story, two-bedroom/two-bathroom Landmark Single-Family Dwelling with a kitchen that is located on a 0.11-acre parcel and provides a space for use as a residence or a sleeping place for one or more Persons or for a family.
5. 74 King Road is within walking distance to Park City Mountain Resort skiing and to Park City's free public transit.
6. On July 8, 2014, the Planning Department issued an Administrative Conditional Use Permit so that two failing cinder block retaining walls in the front yard of 74 King Road could be removed for the construction of two new stacked-stone walls. The newly constructed wall to the north of the property is terraced to a height of four feet and the wall to the south of the property is constructed to a height of six feet. The wall to the south of the property was moved closer to the Single-Family Dwelling to facilitate a minimum 8.5' x 16' parking space for one vehicle.
7. Nightly Rentals must be an allowed or Conditional Use within the Zoning District for which the Dwelling Unit is located. The two-bedroom Landmark Single-Family Dwelling at 74 King Road is located within the area designated for potential Nightly Rentals in the HRL District, subject to a Conditional Use Permit.
8. On September 4, 2019, the owner of 74 King Road submitted an application to request Commission review and approval of a Nightly Rental Conditional Use Permit.
9. The Nightly Rental Conditional Use Permit application was deemed complete on September 16, 2109.
10. According to the City's business license records, there are currently seven (7) active nightly rental business licenses in the surrounding HRL District.
11. In addition to a Nightly Rental Conditional Use Permit, the owner must secure a Nightly Rental Business License to use the property as a Nightly Rental. The business license application process requires that the Building Department inspect the property to ensure that the property meets all applicable building and fire codes.

12. 74 King Road is a valid non-complying Historic Structure located in the HRL District within the potential Nightly Rental Conditional Use Permit zone and there are no unmitigated impacts of the site size and location.
13. King Road is a narrow and steep street and should only be accessed by one vehicle associated with a Nightly Rental.
14. 74 King Road is currently used as a private residence and use of the property as a Nightly Rental will minimally change utility capacity and storm water run-off.
15. A Nightly Rental Conditional Use Permit will not alter the required emergency vehicle access.
16. Only one (1) parking space exists on the property pursuant to a 2014 Administrative Conditional Use Permit.
17. During weather-related road conditions, access to 74 King Road may be limited and renters may need to find parking off-site to walk to the property.
18. No fencing or landscaping changes are proposed at this time.
19. The building mass, bulk, orientation, and location will remain unchanged.
20. The application is for a private parcel and contains no public Open Space. Approximately 74% of the 0.11-acre parcel is landscape.
21. No signs or additional lighting are proposed to be installed.
22. The Landmark Single-Family Dwelling retains its historic mass, scale, and style in compliance within the Historic District. No changes to the physical design are proposed.
23. No noise, vibration, odors, steam, or mechanical factors that might affect people and property are anticipated.
24. No deliveries are anticipated. Residential trash pickup for the property will be from King Road and subject to the Municipal Code of Park City § 6-1-11.
25. The property will be maintained by a property management company.
26. 74 King Road is located outside of the Park City Soils Ordinance Zone.
27. Use of 74 King Road as a Nightly Rental is conducive with Objective 7C of Goal 7 to focus future nightly rental units to resort neighborhoods – near Park City Mountain Resort and Deer Valley. 74 King Road is within a walkable distance to Park City Mountain Resort skiing access through Upper Norfolk Avenue.

Conditions of Law

1. The proposed application as conditioned complies with the requirements of the Land Management Code.
2. The proposed Nightly Rental is compatible with surrounding structures in use, scale, mass, and circulation.
3. The proposed nightly rental use is consistent with the Park City General Plan.
4. The effects in difference in use or scale of the Nightly Rental have been mitigated through careful planning and conditions of approval.

Conditions of Approval

1. All standard project conditions shall apply.
2. The applicant must obtain a valid Nightly Rental Business License prior.
3. Compliance with all building and fire code standards is required as a condition precedent to issuance of a Nightly Rental Business License.

4. All existing and any new exterior lighting shall conform to the City's lighting requirements prior to the issuance of a Nightly Rental Business License.
5. No exterior commercial signs are approved as part of this Nightly Rental Conditional Use Permit. Any future signs on the property shall be subject to the Park City Sign Code.
6. This Nightly Rental Conditional Use Permit is approved for a one-story, two-bedroom/two-bathroom Landmark Single-Family Dwelling. Any additions to the Landmark Structure that enlarges the Structure terminate this Conditional Use Permit and require a new Conditional Use Permit that reflects the altered size of the Single-Family Dwelling.
7. All lease agreements for Nightly Rental shall include language that limits the vehicles allowed at 74 King Road to one (1) vehicle with one (1) on-site parking space.
8. Property management shall place trash receptacles for trash pickup according to the Municipal Code of Park City § 6-1-11, which requires that trash receptacles cannot be set out for collection prior to 6:00 PM of the day before collection. All trash receptacles in the HRL District must be removed from the street as soon as practical after being emptied, and in every case must be removed from the street prior to 11:50 PM the day they are emptied.
9. All lease agreements for Nightly Rental shall include language indicating that during heavy snowfall or bad road conditions, access to the property may be limited. There may be times when renters need to park off-site in a public parking lot and walk to the property.
10. The applicant must provide renters with detailed information regarding walkable access to skiing, to Park City's Historic Main Street, to Old Town, and to Park City's free transit service.
11. Nightly Rental of 74 King Road prohibits Commercial Uses such as hospitality houses, screening rooms, reception centers, etc.
12. A property management company shall oversee the property and shall maintain the property and landscaping in a manner that shall comply with all City Code and Land Management Code standards.

Exhibits

Exhibit A – Applicant's Statement and Photos of the Property
Exhibit B – Final Action Letter – Administrative CUP for Retaining Wall and Parking
Exhibit C – Public Input

I am applying for a conditional use permit (CUP) for nightly rental of a single-family home located at 74 King Road. A conditional use permit is required for nightly rental in this zoning district. This is a Park City historic home which was reportedly built in 1904. My home is approximately 1228 ft.^{2}, consisting of two bedrooms and two bathrooms. The property sits on approximately 2 1/2 city lots, which equates to 4791 ft.^{2}. The home is accessed from King Road and has one legal parking spot located on the property, and one substandard parking spot against the retaining wall perpendicular to the home.

In 2014, with city input, engineering and approval, one legal parking space was created on the property and the retaining wall on the other portion of the property was pushed back to create a safer off-street parking area. My house sits 300 feet from public transportation. Skiing access is also just a short walk away via Upper Norfolk, so wouldn't require renters to drive to the mountain. I feel like many of my nightly rentals will not rent a car and consider just using the easily accessible public transportation and the convenient ski access, in the winter, during their vacation.

My home is small and would accommodate just one small family. There would be no additional impact for noise. I don't have a hot tub on the premise. There would be no additional impact for lighting, pollutants or odors. I feel like nightly rentals would have less impact than a long-term renter. My home would likely have more than one vehicle parked if it were made a long-term rental.

I feel like the proposed use fits in with the surrounding area. There are currently seven conditional use permits for nightly rental directly around me. Many other homes in my neighborhood are long-term rentals.

RECEIVED
SEP 04 2019
PARK CITY
PLANNING DEPT.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Photos Contact Agent Home Saved Share



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PARK CITY
PLANNING DEPT.

For Sale: $795,000 (3 beds, 2 baths, 1,591 sqft)



RECEIVED
SEP 16 2019
PARK CITY
PLANNING DEPT.

July 10, 2014

Brenda Bennett
c/o Peter VanLeeuwen
74 King Road
Park City, UT 84060

NOTICE OF PLANNING DEPARTMENT ACTION

Application #	**PL-14-02417**
Subject	**74 King Road – Retaining Wall in Front Yard Setback**
Description	**Administrative Conditional Use Permit (CUP)**
Action Taken	**Approved**
Date of Action	**July 8, 2014**

On July 8, 2104 the Park City Planning Department Staff made an official determination of approval of your application based on the following:

Project Description
The applicant is proposing the replacement of two (2) failing cinder block retaining walls located in the front yard of 74 King Road. The failing wall will be removed and the site will be further excavated to facilitate the construction of new stacked-stone walls. The wall on the north side of the existing wooden stairs will be constructed in a terraced manner, with two (2), four (4) foot tall stacked-stone walls separated by a distance of no less than three (3) feet. The wall to the south of the existing stairs will be constructed at a height no greater than six (6) feet. This wall will also be constructed closer to the home to facilitate parking for one (1) vehicle (minimum size 8.5' x 16').

Findings of Fact
1. The property is located at 74 King Road
2. The historic structure on the property is a locally-designated Landmark historic structure.
3. The property is located in the Historic Residential – Low Density (HRL) district.
4. The HRL zoning district dictates that the front yard of properties within this district

must remain open and free of any structure except: (1) Fences and walls not more than four (4) feet in height, or as permitted in Section 15-4-2 Fences and Walls.

5. The proposed wall is subject to Section 15-4-2 of the Land Management Code which states: (1) EXCEPTION. The height of retaining walls in the Front Yard may exceed four feet (4'), measured from Final Grade, subject to approval by the Planning Director and City Engineer, and may exceed six feet (6') in height subject to approval of an Administrative Conditional Use permit or as approved as part of a Master Planned Development (MPD) or Conditional Use permit. Prior to issuance of an Administrative Conditional Use permit the Property shall be posted and affected adjacent Property Owners shall be noticed ten (10) days prior to Final Action.
6. Proper noticing took place on June 26th, 2014.
7. Public comment was received on Monday June 30th, 2014. The comments related to the design approved through a Historic District Design Review (HDDR) waiver letter dated May 21st, 2014 (file # PL-14-02347). The comments did not relate to the height exception, which was the purpose for the Administrative Conditional Use permit.
8. No additional public comment was received.

Conclusions of Law

1. The Administrative CUP is consistent with the Park City Land Management Code, Chapter 15-1-10 and Chapter 15-2.1.
2. The Administrative CUP is consistent with the Park City General Plan.
3. The proposed use will be compatible with the surrounding structures in use, scale, mass and circulation.
4. The effects of any differences in use of scale have been mitigated through careful planning and design.

Conditions of Approval

1. The design of the wall shall be the design that was approved during the Historic District Design Review (HDDR) pre-application process for application PL-14-02347. This approval took place per a waiver letter dated May 21st, 2014 and was based on the submittal documents received by the Planning Department on May 8th, 2014.
2. The stones used to construct the wall shall be blond/bluff colored sandstone.
3. The portion of each individual stone that faces the road shall not be more than twenty (20") inches in height.
4. The largest stones that approach twenty (20") inches in height shall be located near the bottom of the retaining wall.
5. The single tiered wall to the south of the existing wooden stairs shall be located at least eight (8') feet from the back of the gutter located on King Road.
6. All disturbed soils shall be revegetated upon completion of the retaining walls.
7. The top of the south wall (south of stairs) shall meet grade with the existing slope and shall be landscaped with significant vegetation. The final landscape plan

must be approved by the Planning Department. Final review shall take place in the field.

8. The tiered retaining walls to the north of the stairwell must be fully landscaped to create a buffer to the height that is proposed. This landscape plan must be approved by the Planning Department. Final review and sign off shall take place in the field.
9. No deck or patio is proposed or approved for the front yard as part of this application.
10. The proposed rock staircase will require review and approval by the Building Department via a Building Permit.

Should you have questions regarding your project or the action taken, please contact me at 435.615.5063 or john.boehm@parkcity.org.

Respectfully,



John Boehm
City Planner

Rebecca Ward

From: Gerry Shear <gerryshear@gmail.com>
Sent: Saturday, September 28, 2019 3:12 PM
To: Rebecca Ward
Subject: Application # PL-19-04324

Rebecca,

I am the Manager of 83 King LLC which owns the property at 83 King Road.
I am also the Trustee of the J&GS Family Trust which owns the property at 57 King Road.

This note is to voice our **objection** to the "Request for a nightly Rental Conditional Use Permit" in our Low Density (HRL) District.

Thank you,

Gerry Shear

--
Gerry A. Shear
435-901-8018

Planning Commission
Staff Report

Application: **PL-19-04276**
Subject: **Empire Pass Lot 2, 7677 Village Way, the Argent at Empire Pass**
Author: **Alexandra Ananth, Sr. Planner**
Date: **October 9, 2019**
Type of Item: **Administrative - Conditional Use Permit**

Summary Recommendations

Staff recommends the Planning Commission hold a public hearing and consider approving a Conditional Use Permit for Empire Pass Lot 2, the Argent at Empire Pass Condominiums, also known as 7677 Village Way, according to the findings of fact, conclusions of law, and conditions of approval as outlined in this report.

Description

Applicant: **Empire Pass North, LLC**
Location: **7677 Village Way, Empire Pass Lot 2**
Zoning: **Residential Development (RD) District as part of the Flagstaff Annexation and Master Planned Development**
Adjacent Land Uses: **Deer Valley Resort, Empire Club, condominiums, townhouses, vacant development parcels of the Village at Empire Pass Pod A and open space**

Summary

On July 22, 2019, the Planning Department received an application for a Conditional Use Permit (CUP) for a 28 unit residential condominium building to be located on Lot 2 of the Village at Empire Pass North Subdivision (Exhibits A-C) utilizing up to 32 Residential Unit Equivalents (UE). The building is identified as Building 4 within the Village at Empire Pass Master Planned Development (VEP MPD), approved on July 28, 2004 (Exhibit E). An ADA accessible unit and two (2) deed restricted employee housing units (EHU) are proposed within the building. The applicant also submitted a Condominium Plat for the subject property which is included in the Planning Commission's October 9, 2019, packet. If this CUP is not approved, the Condominium Plat will be continued to a future date.

Background

Flagstaff Annexation

On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and Development Agreement for the Flagstaff Mountain area, of which the subject property is part of. Resolution 20-99 granted the equivalent of a" large-scale" Master Planned Development (MPD) and set forth the types and locations of land uses; maximum densities; timing of development; development approval process; as well as development conditions, restrictions, obligations, and amenities for each parcel. The

Flagstaff Development Agreement (Agreement) was amended and recorded in March 2007 (Exhibit F- link to Amended Agreement).

The 2007 Amended Agreement specifies that a total of 87 acres, within three (3) development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village. The Mountain Village is further constrained to a maximum density of 785 residential unit equivalents (UE) configured in no more than 550 dwelling units as multi-family, hotel, townhouse or PUD units, provided the number of PUD units does not exceed 60. The Mountain Village is also allowed 16 single family home sites. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A) (Exhibit H- Village Map). The development pods are linked by transit. A fourth pod, pod D is allowed 30 single family lots (this area was platted with the Red Cloud Subdivision for 30 single family home sites). The subject property is located within Pod A (Exhibit I- Pod Map).

The Development Agreement required the original developer (United Park City Mines Company) to submit 14 specific technical reports for review and approval by the City. The 14 studies, along with the Land Management Code and the amended Development Agreement form the standards under which the subject Conditional Use Permit and subsequent Condominium Plat, are reviewed (Exhibit J – Link to Technical Reports).

Village at Empire Pass Master Planned Development

On July 28, 2004, the Planning Commission approved a Master Planned Development (MPD) for the Village at Empire Pass (Pod A), known as the Village Master Planned Development (VEP MPD) (Exhibit E). The VEP MPD was the first step in the development process for Pod A, where the subject property is located.

The purpose of the VEP MPD was to establish unit mix and density for the Mountain Village as well as addressing overall project infrastructure throughout the Annexation Area. The MPD establishes allowed building volumetrics, including specific height exceptions, density and building locations. The MPD requires Conditional Use Permit approval for the nine (9) larger “lodge” buildings and Administrative Conditional Use Permit approval for the townhouse and PUD style units. This application is considered Building 4 of the VEP MPD and requires a CUP as this is considered a “lodge” building. This is the last “lodge” style building that remains to be developed.

Subdivision Approvals

The Village at Empire Pass North Subdivision Plat, approved by Council on June 15, 2017, plats parcels within the VEP MPD area, including the subject property. The Plat also identifies requirements for affordable housing to be constructed within the buildings on these lots prior to issuance of a Certificate of Occupancy for each building. The subject property is considered Lot 2 of the VEP Plat (Exhibit D) and has an on-site housing obligation of two affordable housing units.

Submittal

On July 22, 2019, the Planning Department received an application for a Conditional

Use Permit (CUP) for a 28 unit residential condominium building to be located on Lot 2 of the Village at Empire Pass North Subdivision (Exhibits A-C), also known as 7677 Village Way, or the Argent. The application was deemed complete on August 22, 2019, with the submission of additional information. Final Design approval by the Empire Pass Design Review Board (DRB) was provided on September 30, 2019 (Exhibit B).

Purpose

The purpose of the Residential Development (RD) Zoning District is to:

(A) allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,

(B) encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,

(C) allow commercial and recreational activities that are in harmony with residential neighborhoods,

(D) minimize impacts of the automobile on architectural design,

(E) promote pedestrian connections within Developments and between adjacent Areas; and

(F) provide opportunities for variation in architectural design and housing types.

Land Management Code (LMC) and VEP MPD Analysis

On September 12, 2019, the Planning Director made a determination regarding which sides of the oddly shaped lot would be considered as the Front, Sides and Rear of the lot for compliance purposes (Exhibit K). The proposal complies with LMC lot and site requirements of the RD Zoning District, the VEP MPD and VEP Plat as described below. The applicant is not seeking any exceptions to the LMC, or VEP MPD or VEP Plat.

	RD Zoning District and/or VEP MPD
Lot Size	No minimum lot size. Lot 2 is approximately 2.01 acres (87,556 square feet). **Complies**.
Front yard setbacks	Minimum 25 feet to front facing garage, 20 feet to building. Proposed front setback is ~45' (garage is setback ~52'). **Complies**.
Rear yard setbacks	Minimum 15 feet rear setbacks. Proposed minimum rear setback is 15'. **Complies**.
Side yard setbacks Screened mechanical equipment may extend 5' into the side setback area.	Minimum 12 feet side setbacks. Proposed minimum setback is 12'. **Complies**.

Building Height and Volumetrics Per Village MPD Volumetric and Heights (see Exhibit G Building 4). Regarding Building Height- A mix of 4 and 5 residential stories is allowed in addition to a parking story and a roof envelop area, which may also have residential units. The following heights are permitted by the MPD volumetric for Building 4: 25% of the building permitted to reach 74' above existing grade, 55% of the building permitted to reach 92' above existing grade, and 20% of the building permitted to reach 80' above existing grade.	The building contains 5 levels of residential units in the central portion, with a 6th level of residential units in the roof area of the central portion of the building. There are visually five and six stories, in addition to the parking level. **Complies**. Proposed building has 25% of the building at or below 74', 55% is less than 92', and 20% is less than 80'. **Complies**.
Parking The Flagstaff Transit and Parking Management Plan approved with the MPD requires a 25% reduction in parking from what would be normally required by the LMC and the Empire Pass HOA is required to provide shuttle services.	Per LMC, based on unit sizes, fifty-two (52) spaces are required for the 28 units, one ADA and two deed restricted units. With the 25% reduction, 39 spaces are required. The underground parking structure has 35 spaces (including 2 ADA). There are 4 surface spaces for a total of 39 spaces. **Complies**.
Architectural Design All construction is subject to Village at Empire Pass Design Review Board (DRB) approval and LMC Chapter 15-5 Architectural Design Guidelines with final review conducted at the time of the Building Permit.	The building as presented was reviewed by the Village at Empire Pass DRB including site and architectural design. The applicant received Final Design Approval on September 30, 2019 (See Exhibit B. **Complies**.
Residential Units	28 market rate units are proposed ranging from 1,491 sf to 3,779 sf (total of 63,986 sf). **Complies**.
Commercial space	No commercial uses are proposed in the building. **Complies**.
Residential Accessory uses (Guest amenities)	Common residential amenity areas are provided on level one, including ski lockers, a kid's room, fitness area, lounge/après ski area. The basement level contains an owner's storage area and game room. There is also a reading room and deck on the 6th floor. Total guest amenity area is approximately 8,433 sf.

Density Summary Density is per Development Agreement and VEP MPD where 1 UE = 2,000 SF. Up to 32 UE (64,000 square feet) were allocated to this lot by the Developer. ADA accessible units and deed restricted units do not count towards the UE cap. Proposed market rate residential – 63,924 sf (32 UE).	The Mountain Village (Pods A, B1 and B2) was approved with a maximum of 785 UE (550 multifamily units) and 16 single family units. A maximum of 60 PUD style units (i.e. Belles, Paintbrush, and Nakoma) were approved as part of the overall multi-family units. To date 738 UEs have been platted and/or built within the Mountain Village not including the subject property (Building 4 at 32 UEs). Constructed lodge style buildings include Shooting Star (Building 2), One Empire Pass (Building 5), Silver Strike (Building 6), Flagstaff Lodge (Building 7), Arrowleaf A and B (Building 8 & 9), and Grand Lodge. Empire Residences (Building 3) and The Residences at the Tower (Building 1) are under construction. The approval of the Argent at Empire Pass Condominiums would bring the total approved UEs to 770. There is sufficient remaining density for the proposal. **Complies**.
Affordable Housing 572 UE certificates of occupancy have been issued for the entire Flagstaff Annexation and Development area (Pods A, B1, B2, and D). According to the Annexation and Development Agreement, 15 AUE of affordable housing obligations come due for each 150 UE certificates of occupancy. The next housing obligation trigger point is 600 UE certificates of occupancy, when 60 AUE are required to be complete. As of now 105 AUE affordable units are completed and have certificates of occupancy (89 AUE are off-mountain and 16.675 AUE are on-mountain). The Village at Empire Pass North Subdivision identifies an on-site housing obligation of 2 AUE for the subject property.	The plans identify two deed restricted affordable units, or AUEs as they are called in Flagstaff, within the building consisting of 2.0 AUE. One unit is 808 sf and the second unit is 803 sf. One unit is a Studio and one unit is a 1 bedroom unit. **Complies**. In addition, plans include one ADA accessible 1 bedroom unit of 801 sf.

Analysis of Conditional Use Criteria

Conditional Uses are subject to review according to the following criteria set forth in the LMC 15-1-10(E)1-16. Staff's analysis is in *italics.*

(1) Size and location of the Site;

The subject property is Lot 2 of the Village at Empire Pass North Subdivision, approved by Council on June 15, 2017. The lot is located between One Empire Pass and the

Empire Residences (currently under construction) and is adjacent to the Silver Strike lift. The lot consists of approximately 2.01 acres (87,556 square feet).

The site slopes up from the street and the design proposes a single level underground parking structure with five and six stories of residential uses. The garage entrance is on the south side of the building. The garage level is mostly below final grade, except at the entrance, which is approximately 6' above the street level. The size and location of the site comply with parameters of the VEP MPD and the approved Village at Empire Pass North Subdivision. **No unmitigated impacts.**

(2) Traffic considerations including capacity of the existing Streets in the Area;
This site is accessed from Village Way and Empire Club Drive, private roads that connect to Marsac Avenue, a public UDOT Right-of-Way. A traffic management plan was approved as part of the Technical Reports for the Flagstaff Annexation and Development Agreement to reduce overall traffic generated from the development. Parking has been reduced by 25%.

A final Construction Mitigation Plan is required at the time of Building Permit issuance in compliance with the Flagstaff Development Agreement that reiterates that downhill truck traffic will use Royal Street, unless use of Marsac Avenue is approved and/or required by the City Engineer and Chief Building Official. The Construction Mitigation Plan must also address where excavated materials will be hauled if they are not used on site. The Development Agreement requires excavated materials to remain within the Annexation Area. **No unmitigated impacts.**

(3) Utility capacity;
All utilities are available at the site. A final approved storm water plan, as well as final utility and grading plans, are required prior to issuance of a building permit. All above ground utility infrastructure (transformers, ground sleeves, telephone boxes, cable boxes, etc.) are to be located on the property, out of required setbacks and must be sufficiently screened. Transformers will be screened with landscaping and retaining walls. **No unmitigated impacts.**

(4) Emergency vehicle Access;
Primary emergency access is from Village Way as well as Empire Club Drive that winds through the Village area with two access points onto Marsac Avenue. Village Way intersects both Empire Club Drive and Marsac Avenue providing multiple routes for emergency access. **No unmitigated impacts.**

(5) Location and amount of off-Street parking;
The Transit and Parking Management Plan approved with the MPD and Flagstaff Development requires a 25% reduction in parking from what would be normally required by the LMC. A total of fifty-two (52) spaces are required for the 28 units as configured, the two deed restricted units and the ADA unit. The 25% reduction rounds to a required 39 spaces. The underground parking structure will have 35 spaces. Additionally, 4 surface spaces are provided for a total of 39 spaces. **No unmitigated impacts.**

(6) Internal vehicular and pedestrian circulation system;
Access to the project is from Village Way, a private street. A drop-off area is located in the front of the building and a bus stop is located nearby on Marsac Avenue. A pedestrian path system consistent with the Village Master Plan of Trails, connects this building to other sites within the Empire Pass Village.

The City Engineering Division has noted that there is no curb cut separation between the driveway for the subject property and the Empire Residences building directly to the south. They have requested the applicant seek to separate these driveways so that the driveways do not read as one wide curbcut. The applicant is looking at this concern and expects to have a proposed solution prior to the October 9, 2019, public hearing.

(7) Fencing, Screening, and landscaping to separate the Use from adjoining Uses;
A final landscape plan is required as a condition precedent to Building Permit as well as Final Design approval from the VEP Design Review Board (DRB). Landscaping and irrigation must be water efficient, utilizing drought tolerant plantings, limited turf area, and drip irrigation. The plan shall indicate mitigation for removal of identified significant trees. **No unmitigated impacts.**

(8) Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots;
This building is one of nine (9) multi-story lodge buildings planned to be clustered within Pod A and oriented along the Silver Strike lift as approved under the Village at Empire Pass North Subdivision in 2017. The VEP MPD sets forth building volumetrics for Building 4 (Exhibit 4) and the proposed building is consistent with both the master site plan and the volumetrics plan.

The VEP MPD allowed for an increase in building height and includes requirements for façade variation and design. The approved site plan also positioned the buildings to minimize visual impacts on adjacent structures. The intent of the volumetric analysis is to ensure that the mass of the building is broken up by significant façade and roofline shifts as well as to introduce architectural elements at the base of the building. It also defines three distinct zones within the building: a parking zone, the intermediate floor plates and a roof zone. Residential units are allowed within the roof zone to the extent that they add architectural interest by providing dormer and window elements within the roof.

The proposed building is similar to the architectural vernacular of One Empire Pass and the rest of the Village and includes gabled roofs, brackets and balconies to articulate the building façades. Flat roofs on the gable ends allow for outdoor space and help to ground the building into the site. Building materials include natural stone on the lower levels and metal paneling with a wood pattern. The original site plan for this project included balconies that projected into the northeast side setback which is not permitted. The applicant has since shifted the building approximately three feet south and reduced the size of some balconies so that the building is now compliant with all setbacks.

Due to the shape of the site and the adjacent Marsac Mine Claim Lot, the building envelope is constrained but the building appears to fit the site well and relates to its neighbors in size, design and placement. Open space at the northern end of the site will remain untouched. The applicant received Final Design Approval from the Empire Pass Design Review Board on September 30, 2019. **No unmitigated impacts.**

(9) Usable Open Space;
Both passive and active Open Space are provided in excess of 88% within the Flagstaff Annexation boundary. The individual lots were not required to provide open space. The proposal includes a private plaza and pool area overlooking the adjacent ski run/lift area. **No unmitigated impacts.**

(10) Signs and lighting;
Signs and lighting must be in conformance with the Park City codes and the Flagstaff Mountain Resort Design Guidelines. All exterior signs require a separate sign permit approved by the Planning Department and must also be reviewed and approved by the DRB. Street lights must be approved by the City Engineer (LED, 48 watt, 2700 K in a style consistent with Park City street lights) and if installed, will be privately maintained. **No unmitigated impacts.**

(11) Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing;
See section (8) above. **No unmitigated impacts.**

(12) Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site;
All uses, except the outdoor plaza and pool area, are inside the residential building and there are no expected impacts on residents/visitors or abutters. Mechanical equipment is proposed to be screened with landscaping and retaining walls. **No unmitigated impacts.**

(13) Control of delivery and service vehicles, loading and unloading zones, and Screening of trash pickup Areas;
Service and delivery is for residential use only as there is no Commercial or Support Commercial uses in the building. Trash is located inside the proposed garage. Four (4) parking spaces in the front provide for loading and unloading. **No unmitigated impacts.**

(14) Expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities;
The project will be platted as a Condominium. Nightly Rental is a permitted use within the RD zoning district. **No unmitigated impacts.**

(15) Within and adjoining the Site, impacts on Environmentally Sensitive Lands, Slope retention, and appropriateness of the proposed Structure to the topography of the Site.

There are no Environmentally Sensitive Lands within or adjoining the site. The building is located on a sloping lot within Pod A and is appropriate for the topography of the site. **No unmitigated impacts.**

(16) General Plan;
The application is subject to the restrictions and conditions of the Flagstaff Annexation and Development Agreement and the Village of Empire Pass MPD. In terms of the General Plan, this property was annexed, zoned, master planned and platted to be consistent with the goals and objectives of the Park City General Plan in providing resort based lodging and guest amenities in close proximity to Deer Valley Resort, affordable housing, reduction in traffic generation with clustered development in the Village, shuttle service within the development and within Park City, significant open space and trails, as well as attention to mitigation of past and present environmental impacts. **Consistent.**

Additional Information
Is the proposed project in compliance with the Development Agreement, particularly with respect to Technical Reports 5 & 6?

The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities for the annexation area. The application is in compliance with the location, density and affordable housing requirements of the Development Agreement as they apply to this lot, the VEP MPD approved in 2004, and The Village at Empire Pass North Subdivision Plat approved in 2017.

The Council will separately consider the compliance matters regarding technical reports 5 & 6 as part of the proposed Memorandum of Agreement with REDUS, Storied Development, and the Master Owners Association. A Residences at the Tower Condominiums Plat Condition of Approval (Exhibit G - Condition of Approval #5) requires finalizing that MOA prior to the recordation of the Twisted Branch Road Subdivision Plat. A Work Session has been scheduled by the City Council on this matter for November 7, 2019.

Department Review
This project has gone through an interdepartmental review. No further issues were brought up at the time besides the City Engineer's concern with the curb cut location and width. The applicant is addressing this concern and will present revised plans at the October 9, 2019 public hearing.

Notice
The property was posted and notices were mailed to property owners within 300 feet on September 25, 2019. A legal notice was published in the Park Record on September 25, 2019. No public input has been received prior to the issuance of this report.

Significant Impacts

There are no significant fiscal or environmental impacts from this application that have not been mitigated with the Flagstaff Agreement and Master Planned Development and conditions of approval.

Recommendation

Staff recommends the Planning Commission hold a public hearing, discuss compliance with the VEP MPD, and consider approving a Conditional Use Permit for the Argent at Empire Pass Condominiums (Building 4 Lot 2 -Village at Empire Pass Master Planned Development, also known as 7677 Village Way) according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact:

1. Site Location
    A. The Argent at Empire Pass Condominiums is located at 7677 Village Way in the RD-MPD District, within Pod A of the Village at Empire Pass Master Planned Development.
2. Site Zoning
    A. The site is zoned Residential Development (RD) as part of the Flagstaff Annexation and Master Planned Development
3. Controlling Documents
    A. The property was originally part of the Flagstaff Mountain Annexation and Development Agreement approved by City Council per Resolution No. 99-30 on June 24, 1999 and amended on March 2, 2007.
    B. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities for the annexation area.
    C. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (Village MPD) (Pods A and B1) within the Flagstaff Mountain Annexation and Development area. The MPD (known as Mountain Village) was amended to include Pod B2 (Montage). The Mountain Village (Pods A, B1 and B2) was approved for a maximum of 785 UE of multi-family (550 multifamily units) and 16 single family units. A maximum of 60 PUD style units (i.e. Belles, Paintbrush, and Nakoma) were approved as part of the overall multi-family units.
4. Flagstaff Development to Date
    A. To date 534 multi-family units (770.28 UE) (of which 60 are PUD style units) and 16 single family units have been approved, platted and/or built within pods A, B1 and B2 including the subject property.
    B. Constructed lodge style buildings include Shooting Star (Building 2), One Empire Pass (Building 5) Silver Strike (Building 6), Flagstaff (Building 7), Arrowleaf A and B (Buildings 8 and 9). Empire Residences (Building 3) is under construction as, as is the Residences at the Tower (Building 1).
    C. There is sufficient density remaining within the MPD with approximately 14.72 UE remaining.
    D. Approximately 572 UE Certificates of Occupancy have been issued for the entire Flagstaff Annexation and Development area (Pods A, B1, B2, and D). According to the Annexation and Development Agreement, 15 UEs of

Affordable Housing obligations come due for each 150 UE Certificates of Occupancy. The next Affordable Housing obligation trigger point is 600 UE Certificates of Occupancy, when 60 AUE are required to be complete. As of now 10.675 Deed Restricted UEs are completed and have certificates of occupancy (89 off-mountain and 16.675 on-mountain).

E. One (1) Deed Restricted UE is 800 sf for the Flagstaff Development. As part of the Village at Empire Pass North Subdivision, two (2) on-site deed restricted UEs (1600 sf) are required for this lot. The two (2) deed restricted units total 1611 sf (one unit is 803 sf and one unit is 808 sf).

5. Application
   A. On July 22, 2019, the Planning Department received an application for a Conditional Use Permit for a 28 unit residential building to be located on Lot 2 of the Village at Empire Pass North Subdivision.
   B. The application was deemed complete on August 22, 2019, following submittal of revised plans.
   C. The property is also known as Lot 2 of the Village at Empire Pass North Subdivision, approved by Council in 2017.
   D. Lot 2 consists of 87,556 square feet and is currently vacant.
   E. The proposed Argent at Empire Pass Condominiums consists of a single multi-story building with 28 residential units ranging from 1,491 sf to 3,779 sf, one 801 sf ADA accessible unit, and two deed restricted units of 808 and 803 square feet respectively.
   F. Gross building area is 108,602 sf, of which 63,986 sf is market rate residential condominiums utilizing up to 32 UE, which does not include the two deed restricted units or the accessible unit.
   G. Guest amenity areas (arcade/game room, fitness areas, ski lockers, lobby, lounge/après ski room, kids room and reading room, etc.) are proposed on the basement, first and sixth level. These common residential accessory uses do not require use of UEs.
   H. No commercial uses are proposed within this building.
6. Compliance with CUP Criteria
   A. Size and location of the site;
      1. The size and location of the site comply with the parameters of the VEP MPD and the approved Village at Empire Pass North Subdivision. (15-1-10(E)1).
   B. Traffic considerations including capacity of the existing Streets in the Area;
      1. The site is accessed from Village Way and Empire Club Drive, private roads that connect to Marsac Avenue, a public UDOT Right-of-Way with sufficient capacity to handle the proposed 28 additional units.
      2. A Traffic management plan was approved as part of the Technical Reports for the Flagstaff Annexation and Development Agreement to reduce overall traffic generated from the development.
      3. The Empire Pass Master Owners Association operates a transportation system within Empire Pass to reduce traffic along the Empire Pass canyon corridor by providing transportation to owners, guests and visitors staying in Empire Pass.

4. The Transit and Parking Management Plan approved with the VEP MPD also requires a 25% reduction in parking from what would normally be required by the LMC. Based on unit sizes, fifty-two (52) spaces would be required for the 28 units, affordable units, and ADA unit. The 25% reduction rounds up to 39 spaces. The underground parking structure will have 35 parking spaces. Four (4) surface spaces are provided for a total of 39 parking spaces. There is sufficient parking located on site (15-1-10(E)2).

C. Utility Capacity
    1. All utilities are available at the site and will be located out of setbacks and screened with landscaping and retaining walls.
    2. A final Storm Water Plan is required for review and approval prior to the issuance of a building permit (15-1-10(E)3).

D. Emergency vehicle Access;
    1. Access to the property is from Village Way, a private street and emergency vehicle access is sufficient with two access points onto Marsac Avenue. (15-1-10(E)4)

E. Location and amount of off-Street parking;
    1. The underground parking structure will have 35 parking spaces. Four (4) surface spaces are provided for a total of 39 parking spaces. There is sufficient parking located on site for the proposed 28 unit building (15-1-10(E) 5).

F. Internal vehicular and pedestrian circulation system;
    1. A vehicular drop off area is located in front of the building and pedestrian paths connect the site to existing paths within the Village (15-1-10(E)6)

G. Fencing, Screening, and landscaping to separate the Use from adjoining Uses;
    1. Sufficient screening and landscaping separate the use from adjoining uses.
    2. A final landscape plan is required as a condition precedent to Building Permit (15-1-10(E)7).

H. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots;
    1. This building is one of nine multi-story lodge style buildings that was planned to be clustered within Pod A and orientated along the Silver Strike lift as approved under the Village at Empire Pass North Subdivision in 2017.
    2. The VEP MPD sets forth building volumetrics for Building 4 and the proposed building is consistent with both the master site plan and the volumetrics plan.
    3. The maximum Building Height in the RD District is 28 feet (33 feet with a pitched roof). A height exception was approved with the Village at Empire Pass Master Plan Development and specific volumetric diagrams were approved for each Building. For Building 4, 25% of the building was permitted to reach up to 74' above existing grade, 55% of the building (central) to reach up to

92’ above existing grade, and 20% of the building to reach up to 80’ above existing grade.

4. The proposed building complies with the MPD height allowances.
5. The building contains 5 levels of residential units at both ends of the building, and 6 levels of residential units in the central portion of the building. There are visually five and six stories, in addition to the parking level and basement levels.
6. Building articulation and massing are consistent with previously approved lodge buildings and meet the intent of the VEP MPD. The applicant has received Final Design Approval from the Empire Pass Design Review Board. (15-1-10(E)8.

I. Usable Open Space;
    1. Both passive and active Open Space are provided in excess of 88% within the Flagstaff Annexation boundary and individual lots were not required to provide open space.
    2. The proposal includes Open Space such as a private plaza and pool area. (15-1-10(E)9).
J. Signs and lighting;
    1. Signs and lighting must be in conformance with the LMC and the Flagstaff Mountain Resort Design Guidelines. (15-1-10(E)10).
K. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing;
    1. Building articulation and massing are consistent with previously approved lodge buildings and meet the intent of the VEP MPD. The applicant has received Final Design Approval from the Empire Pass Design Review Board. (15-1-10(E)11).
L. Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site;
    1. All uses except the outdoor plaza area are inside the building and there are no expected impacts on residents, visitors or abutters. (15-1-10(E)12).
M. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas;
    1. Service and delivery is for residential use only as there is no commercial or support commercial uses in the building.
    2. Trash is located inside the garage and 4 parking spaces in the front provide for sufficient loading and unloading (15-1-10(E)13).
N. Expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities;
    1. The project will be platted as a Condominium and Nightly Rental is a permitted use within the RD zone. (15-1-10(E)14).
O. Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site;

1. There are no environmentally sensitive lands within or adjoining the site.
2. The building is located on a sloping lot within Pod A and is appropriate for the topography of the site with the garage below grade (15-1-10(E)15).

P. Review for consistency with the goals and objectives of the Park City General Plan;
1. This property was annexed, zoned, master planned and platted to be consistent with the goals and objectives of the Park City General Plan in providing resort based lodging and guest amenities in close proximity to Deer Valley Resort, affordable housing, reduction in traffic generation, with clustered development in the Village, shuttle service within the development and within Park City, significant open space and trails, as well as attention to mitigation of past and present environmental impacts. (15-1-10(E)16).

7. <u>Compliance with the Amended and Restated Development Agreement for Flagstaff Mountain</u>
1. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities for the annexation area.
2. The application is in compliance with the location, density, volumetrics, parking, design and affordable housing requirements of the Development Agreement as they apply to this lot, the VEP MPD approved in 2004, and The Village at Empire Pass North Subdivision Plat approved in 2017.
3. There is no indication that this particular property or application is inconsistent with a specific provision of the Flagstaff DA or LMC.
4. The Council will separately consider the compliance matters regarding Technical Reports 5 & 6 as part of the proposed Memorandum of Agreement with REDUS, Storied Development, and the Master Owners Association on November 7, 2019.
5. A Residences at the Tower Condominiums Plat Condition of Approval requires finalizing that MOA prior to the recordation of the Twisted Branch Road Subdivision Plat.

8. <u>Other Findings of Fact</u>
1. The building complies with RD District zone setbacks maintaining a 20’ front setback, 12’ side setbacks and 15’ rear setbacks. LMC exception to the side yard setback allows screened mechanical equipment to have a five foot setback from the Side Lot Line.
2. A Master Homeowners Association document and Maintenance Agreement for the Mountain Village were reviewed and approved by the City prior to issuance of building permits for buildings within the Mountain Village. This property is also subject to these documents, in addition to any declaration of condominium and CCRs recorded with the condominium plat.

3. Excavated soil will remain within the Flagstaff Annexation area as required by the Annexation Agreement with a location to be identified on the final Construction Mitigation Plan submitted with the building permits.
4. The property is part of a common development that exceeds one acre and thus has MS4 requirements to meet.

Conclusions of Law:

1. The application, as conditioned, is consistent with the Village at Empire Pass Master Planned Development and Flagstaff Mountain Resort Master Planned Development, the Park City Land Management Code, and the General Plan.
2. The proposed use, as conditioned, will be compatible with the surrounding structures in use, scale, mass and circulation.
3. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval:

1. All standard conditions of approval apply to this Conditional Use Permit.
2. This Conditional Use Permit shall expire one year from the date of Planning Commission approval if a building permit has not been issued prior to this date, unless an extension is requested in writing prior to expiration date and the extension is granted by the Planning Director.
3. Final building plans and construction details submitted with the building permit application shall substantially comply with the plans reviewed by the Planning Commission on October 9, 2019.
4. A final water efficient landscape and irrigation plan that indicates required storm water facilities and snow storage areas, and that meets the defensible space requirements and mitigates for removal of significant vegetation, shall be submitted with the building permit application for approval by the Planning, Building, and Engineering Department, and shall be in substantial conformance with the plans reviewed by the Planning Commission on January 10, 2018.
5. All exterior lights must conform to the City lighting ordinance and the Flagstaff Mountain Resort Design Guidelines. Final compliance with the City's Lighting Ordinance will be verified at the time of building permit plan review and prior to issuance of a certificate of occupancy. Exterior lighting shall be shielded and down directed.
6. All exterior signs require an approved sign permit prior to installation.
7. Materials, color samples and final design details shall be approved by staff prior to building permit issuance and shall be in substantial compliance with the elevations reviewed by the Planning Commission on October 9, 2019.
8. All exterior mechanical equipment shall be located out of required setbacks and screened and shielded from public streets. Screening with landscaping and fencing/grating materials is allowed. All wall and roof top vents and protruding mechanical shall be painted to match the adjacent wall or roof to minimize impacts on public view.
9. All utility facilities must be located on site, unless specific easements have been provided on the recorded plat. A plan must be provided at the time of the building

permit application showing all utility locations, including dry utilities. The applicant shall provide verification that the utility plan is viable and the utility boxes can be screened with landscaping and/or fencing.

10. The applicant shall record a Condominium Plat for the site prior to selling individual units.
11. Utility and grading plans, including storm water drainage plans, must be approved by the City Engineer prior to Building Permit issuance.
12. Affordable housing provided with this Conditional Use Permit shall comply with all requirements of the City's affordable housing resolution in effect at the time of the Development Agreement. The affordable units shall be indicated on the final condominium plat prior to recordation of such plat and shall be completed prior to issuance of a certificate of occupancy for the building.
13. Deed restrictions for the two (2) EHU units, approved by the City in accordance with the applicable Housing Resolution, shall be recorded prior to plat recordation. The deed restrictions shall outline and resolve any issues or concerns that may have come up on other affordable units platted as private. The plat shall note that the EHUs are subject to a deed restriction.
14. The CCRs shall limit the HOA dues related to the deed restricted employee housing unit (EHU) in order to ensure the Unit remains affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees) to ensure that the unit doesn't lose its affordability due to HOA fees.
15. The CCRs shall be submitted with the condominium plat for review and approval by the City prior to final condominium plat recordation.
16. All conditions of approval of the Village at Empire Pass MPD shall continue to apply.
17. All conditions of approval of the Flagstaff Annexation and Development Agreement shall continue to apply, including the restrictions on solid wood burning fireplaces, removal of excavated materials, construction of pedestrian connections to the transit hub within the Village, and provision of any required ADA and affordable housing units.
18. A Final Construction Mitigation Plan (CMP) shall be submitted for approval by the Planning, Building, and Engineering Departments prior to issuance of a building permit. The CMP shall indicate where and how excavated soils will be hauled and/or stored, hours of construction, truck routes, phasing of construction, road closures, and other items required by the Building Department.
19. Interior fire sprinklers are required for new construction and shall meet requirements of the Chief Building Official at the time of review of the building permit.
20. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
21. All requirements and conditions of the Snyderville Basin Water Reclamation District shall be met prior to building permit issuance.
22. The deed restricted units shall be a minimum of 800 sf to meet the plat note requirement of 2.0 EUEs for this lot. One EUE is equivalent to 800 sf according to the Development Agreement.
23. The plat shall note that this development is part of a common plan development and an MS4 storm water permit is required for all land disturbance activities, prior to building permit issuance.

24. Prior to building permit issuance, the applicant shall verify that capacity exists in the existing detention pond utilized by Pod A and shall demonstrate that sufficient run-off will remain on site to support existing tree stands.
25. Development of this property is subject to the conditions of approval, plat notes, easements and restrictions of the Village at Empire Pass North Subdivision plat.

Exhibits

Exhibit A – Applicant's Project Description
Exhibit B – Final Approval from the Design Review Board (September 30, 2019)
Exhibit C – Proposed Project Plans (Site, Existing Conditions, Landscape, Floor Plans and Elevations)
Exhibit D – Subdivision plat (Village at Empire Pass North)
Exhibit E – Village at Empire Pass MPD approval July 28, 2004 (link)
Exhibit F – Development Agreement (2007) (link)
Exhibit G – Approved MPD Building Volumetric Diagrams
Exhibit H – Village Map
Exhibit I – MPD Pod Map
Exhibit J – Technical Reports (link)
Exhibit K – Planning Director Determination
Exhibit L - Residences at the Tower Condominiums Plat Conditions of Approval and MOA

Lot 2 – Empire Pass North, LLC

PO Box 682023
Park City, Utah 84060
Phone: 435.714.0267
E-Mail: bfiveash@ewpartners.com

To: Park City Planning
From: Bill Fiveash OBO Lot 2 Empire Pass North, LLC
Date: July 16, 2019
Re: VEPNS-2 : CUP Written Statement

Memo

Lot 2 - Empire Pass North LLC is seeking a Conditional Use Permit for the development and construction of a residential building on Lot 2 at Empire Pass North. The site is part of the land subject to the Amended and Restated Development Agreement for Flagstaff Mountain recorded in March 2007 which granted the Developer/Owner of the property a Large Scale Master Planned Development. This application seeks to move forward the approvals as required in the development agreement to the level considered a Small Scale Master Plan, for which, we believe a CUP is required.

Lot 2 - Empire Pass North LLC is proposing to build a 107,222 SF structure consisting of 28 residential for sale properties (Not exceeding 64,000 SF), 1 Accessible Unit as required by town code (1 ADA Unit), 2 Employee Housing Unit (2 EHU Unit), 39 total parking spaces, and various Residential Accessory Uses as defined in the Development Agreement.

Below are answers to specific questions required in the CUP Application:

How will the proposed use "fit-in" with surrounding uses?

The development of a resort style condominium property was specifically contemplated for this site within the previously granted MPD. The proposed building fits the approved massing and square footage allowances per previous approvals.

What type of service will it provide to Park City?

The property is part of the resort residential development of Empire Pass Village.

Is the proposed use consistent with the current zoning district and with the General Plan?

The proposed development is consistent with the Development Agreement recorded in March 2007 for Flagstaff Mountain.

Is the proposed use similar or compatible with the other uses in the same area?

Yes, the proposed property has received preliminary approval from the Empire Pass HOA Design Review Board as being compliant with the expected design and use of the property.

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PARK CITY
PLANNING DEPT.

Is the proposed use suitable for the proposed site?

Yes, the proposed property fits within the prescribed massing and maximum SF.

Will the proposed use emit noise, glare, dust, pollutants, and odor?

The proposed use is similar in design to the other condominium buildings in Empire Pass Village. There are no extraordinary uses or mechanical systems that one would expect to produce any emissions dissimilar to the other existing properties.

What will be the hour of operation and how many people will be employed?

As a residential property, it is expected to be occupied during all hours of the day. The developer is proposing to have Deer Valley Lodging operate the HOA and thus will employ at least one FTE employee as a lodge keeper, plus other support employees from existing staff of DV Lodging.

Are other special issues that need to be mitigated?

No.

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PLANNING DEPT.

September 30, 2019 DESIGN REVIEW BOARD

Mr. Bill Fiveash & Mr. Joe Geroux
Lot 2 Empire Pass North LLC
1375 Deer Valley Drive
Suite 105
Park City, UT 84060

RE: Lot 2, 7677 Village Way
Empire Pass Development
Revised Final DRB Design Approval

Dear Bill & Joe,

Thank you for your recent application regarding Lot 2 to the Empire Pass Design Review Board (the DRB) requesting Final Design Review of revisions made to the condominium lodge project. On September 27, 2019 the DRB reviewed revised plans dated September 24, 2019 and granted Final Approval with the following conditions:
Approved Revised Plan Changes include the following:

1. The cover sheet: Reconcile square footage areas with the plat due to the building shift. One wall on the exterior was shifted to avoid pushing the building into the Dominion Gas Easement. The building is still below the 64,000 square footage allowed.
2. Sheet A100 – The building location was adjusted by shifting it 2'9" to the south.
3. Civil - Landscape –The driveway before was directly next to the adjacent condo building and the building shift now creates separation. The shift to the south allowed modifications to the grading on the south side and the removal of the long retaining wall. The majority of landscaping to the north east edge was moved, which improves the slope and softens the appearance of the building from the road.
4. Architecture – Shifted the building 2'9" to the south with minor modifications as a result of additional mechanical coordination with shaft locations.

At the September 5, 2019 meeting the DRB granted Final Approval with the following conditions: The following conditions from the September 6, 2019 listed below still apply.

1. The applicant will provide a partial staking of the LOD, building corners and centerline of driveway and provide staking plan for DRB review. There are ongoing site cleanup issues with the neighboring project which are impacting the completion of staking.
2. The unit counts and square footages are accurately presented on the cover sheet for easy reference.

4188 SR248 PO Box 99 Kamas UT 84036 tel 435.333.3700 fax 435.333.3716

3. Applicant verified there are a total of 4 exterior parking spots: 3 parking spots at grade and one other parking stall is located on Empire Residence Lot. There are 35 parking stalls underground. Total parking stalls is 39.
4. The applicant will heat driveway and sidewalks so snow storage may be minimal. If needed it will be pushed to the east side of the lot.
5. Transformer location was discussed and will be screened with landscaping and retaining walls. The Deer Valley transformer location will require a separate conversation between various parties and is not part of this approval.
6. DRB reviewed building massing percentages and they appear compliant.
7. The roof forms show all gables for a consistent architectural vernacular as well added projected balconies and articulation to the building facades.
8. At the request of the DRB, the applicant has added rafter tails around the building.
9. DRB granted a variance for the flat roof sections. The applicant has adjusted the structural expression of the flat roofs and architectural members.
10. The building has a very strong stone base around the building.
11. Applicant has added metal panels below windows for more contrast.
12. Additional outriggers and trusses were added to the added gables.
13. As requested by the DRB, the applicant has increased the scale of the left gable truss.
14. Applicant to provide exterior materials board for final review. Applicant has asked to provide at mockup review.
15. Applicant to provide deck and railing details for final review. Applicant has asked to provide at mockup review.
16. Submit color and texture sample for colored concrete drive areas, which requires DRB approval prior to installation. Applicant has asked to provide at mockup review.
17. Understand all boulder materials must match closely the DRB approved stone for the building.
18. Applicants understand that no faux or manufactured materials may be used as finished exterior product, this would include glue-lam beams, faux stone, bare concrete, vinyl siding, etc.
19. Applicants to provide complete lighting plan, including cut sheets and specifications for all exterior light fixtures proposed. Shown on Sheets L100 & L400.
20. Applicant to provide complete landscape plan, including counts and planting specs, for DRB review. Shown on Sheet L200 and plan is complete.
21. Art work specs to be provided for final review. Applicant will provide art specs when available and before installation.
22. The applicant shall submit a detailed sign program to the DRB for review and approval prior to installation of the same.
23. Building height, volumetrics and square footage calculations to be addressed to the satisfaction of the DRB and the City. Provided on Cover Sheet and Sheets A501, A502 and A503.

24. The DRB to review the chimney material for final review. Applicant has asked to provide at mockup review.
25. Applicant understands the requirement to provide an on-site mock-up of exterior materials, colors and construction techniques for further DRB review and approval prior to installation of the same.
26. Applicant has provided utility routes, connection points, and enclosure details.
27. Applicant has noted they will need to confirm with Dominion Energy if the existing gas line requires re-location.
28. The LOD is shown on the CMP. The LOD is tight to the building, property line and retaining walls and sidewalks. The site is tight, but the building and amenities fit the site well.
29. Applicant to provide details of the entry monument for final review. Monument sign is shown on Sheet L400. Final details to be provided when available and prior to installation.
30. There is a concrete walkway with an elevated walkway on the east side of the lot with retainage.
31. The site design limits any walls over 4' to the extent possible. The one area that requires taller retaining walls will be made up of a stone veneer structural retaining wall. Applicant will ensure any retaining walls over 4' will engineered boulder retaining walls or include a stone veneer at any concrete retaining walls.
32. Provide for final review: excavation export/import quantities, identify soil storage areas on construction management plan. Cut 4,494 CY, Fill 2,178 CY, See included Earthwork Exhibit for more detail. All exported materials will be transported and stored the Storied Development agreement.
33. The applicant discussed the usage of the same sales trailer which Empire Residences used and locate it at the southwest corner of the site. DRB to consider if a specific sales trailer and parking stall plan should be provided by the applicant.
34. There are 28 residential units and 1 ADA and 2 EHU unit for a total of 31 units. This building was reviewed with the Building 5 Volumetric Plan. Totals verified by applicant and provided on the cover sheet.

Again, we thank you for your Final Design submittal and look forward to working with you and your team as the process continues. Feel free to contact our office at 435-333-3700 with any questions regarding the Design Review process.

Respectfully,

Trish Waterman, Empire Pass MOA Manager
On behalf of the Empire Pass Design Review Board

EMPIRE PASS - LOT 2

7677 Village Way
Park City, Utah 84060

east west partners

OWNER:

East West Partners
340 Main Street
Park City, UT 84060
Contact: Joe Geroux

IBI

ARCHITECT:

IBI Group
10 Exchange Place
Salt Lake City, UT 84111
Contact: Scott Mitchell
T: 801.532.4233

IBI Project # 120917

CONDITIONAL USE PERMIT

SEPT. 24, 2019

Sheet Index:

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3 OF 6	CONCEPT GRADING & UTILITIES PLAN	X
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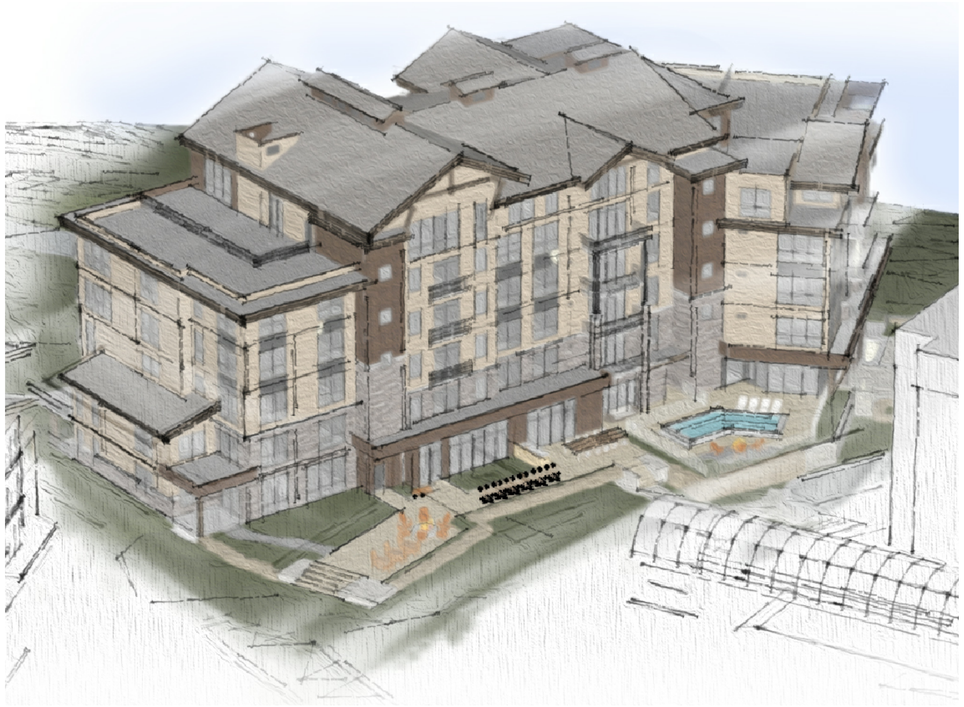
A204	OVERALL LEVEL 4 PLAN	X
A205	OVERALL LEVEL 5 PLAN	X
A206	OVERALL LEVEL 6 PLAN	X
A207	OVERALL ROOF PLAN	X
A301	BUILDING EXTERIOR ELEVATIONS	X
A301C	BUILDING EXTERIOR ELEVATIONS (RENDERED)	X
A302	BUILDING EXTERIOR ELEVATIONS	X
A302C	BUILDING EXTERIOR ELEVATIONS (RENDERED)	X
A401	OVERALL BUILDING SECTIONS	X
A501	SOUTH ELEVATION - MASSING DIAGRAM	X
A502	NORTH ELEVATION - MASSING DIAGRAM	X
A503	PLAN OVERLAY W/ ROOF BLDG. OUTLINE	X



Applicable Codes:

2018 edition (ed.) of the International Building Code (IBC)
2017 ed. of the National Electric Code (NEC), National Fire Protection Assoc.
2015 ed. of the International Plumbing Code (IPC)
2015 ed. of the International Mechanical Code (IMC)
2015 ed. of the International Energy Conservation Code (IECC)
2012 edition of the International Fuel Gas Code (IFGC)
Current National Fire Protection Association Codes and Standards
2009 ICC/ANSI A117.1 Accessibility Standard
FHA Requirements

Consultants:

Landscape Architect:
IBI Group
10 Exchange Place - Suite 112
Salt Lake City, Utah 84111
T - 801.532.4233

Civil Engineer:
Alliance Engineering Inc.
323 Main Street
Park City, UT 84060-2664
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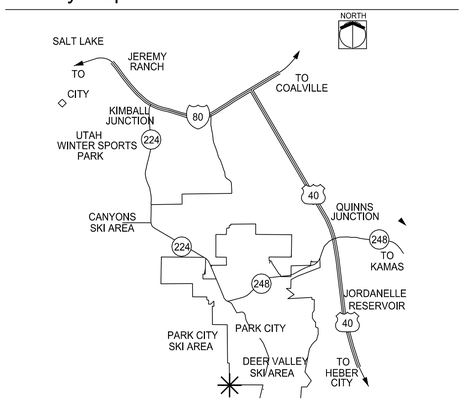
380 West 800 South Suite 100
Salt Lake City, Utah 84101
T - 801.575.8877

Mechanical/Elect. Engineer:
VBFA
300 S. 300 E.
Salt Lake City, Utah 84111
T - 801.530.3148

Vicinity Map:



EMPIRE PASS

General Building Info:

Building Lot Size: 2.01 Acres
Occupancy: A-2, R-2, S-1, S-2
Construction Type : IB
Principle Building Use:
Condominium, Support, Skier Services
Structural System : TBD
Parking:
Required Parking Stalls = 39

Covered Parking Stalls = 35
Site Parking Stalls = 4
Provided Parking Stalls = 39

General Building Site Zoning Information:

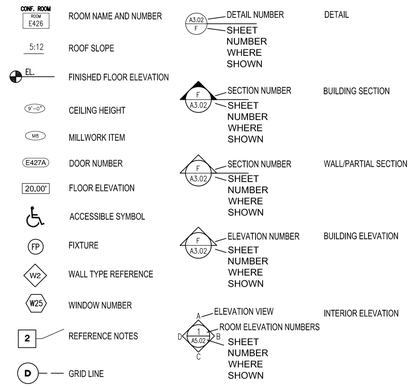
MPD ZONING REQUIREMENTS	ALLOWED	ACTUAL
Building Height Above Existing Grade	92' - 0" max	91' - 1" max
Front Yard Setback	25' - 0" min	46' - 9 1/2"
Back Yard Setback	15' - 0" min	15' - 0" min
Side Yard Setback	12' - 0" min	12' - 0" min

Development Data:

BUILDING GROSS AREA

LEVEL	PROGRAM	GROSS SQ/FT
BSMT LEVEL	Amenity	2,910
	Residential	1,611
	Service & Support	3,468
	SUBTOTAL	7,989
PKG LEVEL	Amenty / Lobby	1,363
	Parking	14,077
	Service & Support	930
	SUBTOTAL	16,370
LEVEL 1	Amenity	3,905
	Residential	8,516
	Service & Support	3,457
	SUBTOTAL	15,878
LEVEL 2	Residential	13,604
	Service & Support	1,684
	SUBTOTAL	15,288
LEVEL 3	Residential	13,138
	Service & Support	1,597
	SUBTOTAL	14,735
LEVEL 4	Residential	13,138
	Service & Support	1,597
	SUBTOTAL	14,735
LEVEL 5	Residential	12,298
	Service & Support	2,075
	SUBTOTAL	14,373
LEVEL 6	Residential	7,894
	Service & Support	1,085
	Amenity	255
	SUBTOTAL	9,234
SUB TOTALS	Residential	70,199 gsf
	Amenity	8,433 gsf
	Parking	14,077 gsf
	Service/Support	15,893 gsf
TOTAL	Building Gross Area	108,602 gsf

Symbols:



Unit Summary:

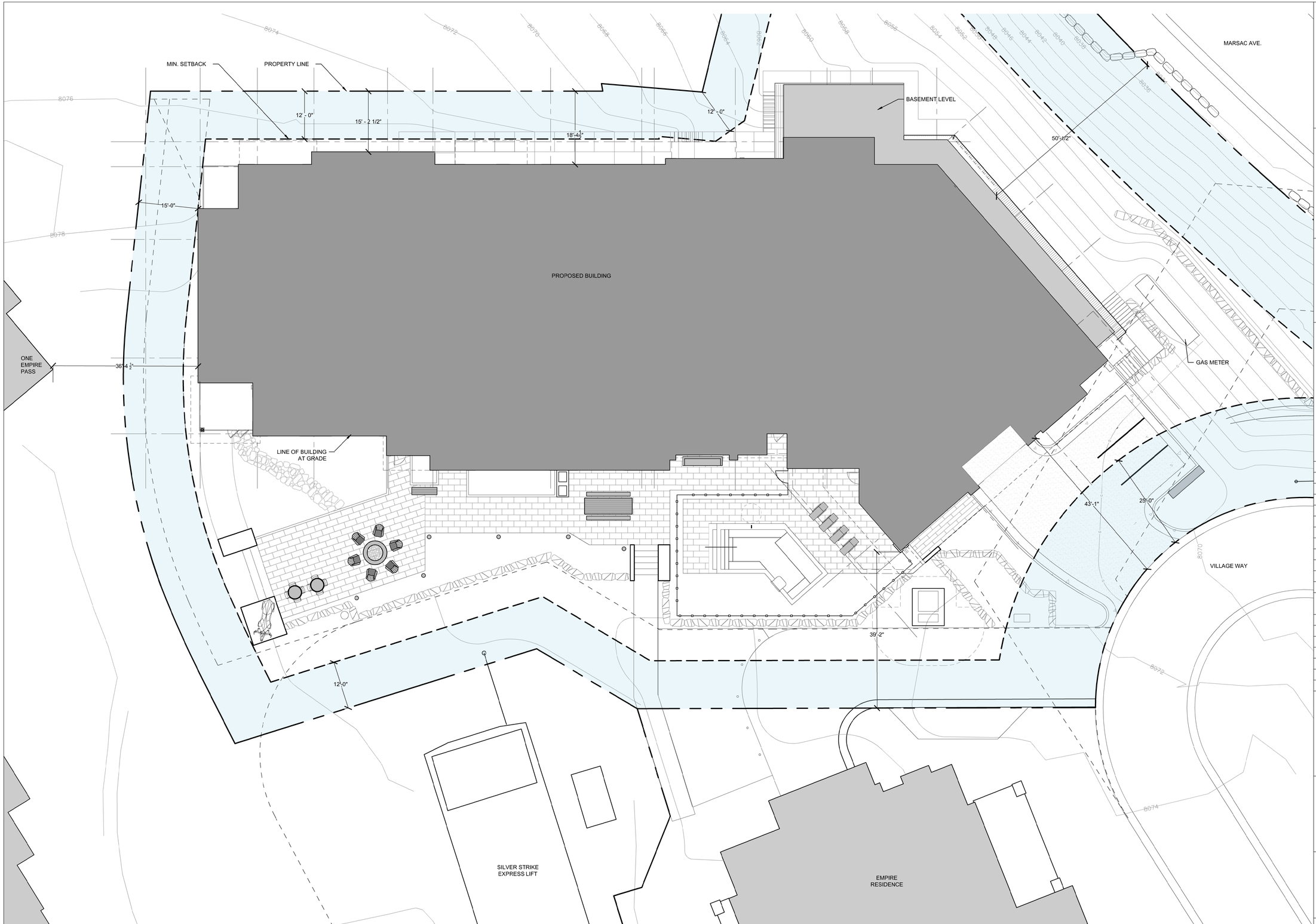
UNIT AREA BREAKDOWN (PAINT TO PAINT):

SQ/FT	# BEDROOMS	# UNITS	**PLAT SQFT
803	1 Bed EMP	1	803 sf
808	1 Bed EMP	1	808 sf
801	1 Bed ADA	1	801 sf
TOTAL # REQUIRED UNITS		3	2,412 sf

SQ/FT	# BEDROOMS	# UNITS	SQFT
1,491	2 Bed / 2 Bath	1	1,491 sf
1,517	2 Bed / 2 Bath	3	4,551 sf
1,899	3 Bed / 3 Bath	1	1,899 sf
1,908	3 Bed / 3 Bath	3	5,724 sf
1,974	3 Bed / 3 Bath	3	5,922 sf
1,991	3 Bed / 3 Bath	3	5,973 sf
2,294	3 Bed / 3 Bath	1	2,294 sf
2,429	3 Bed / 3 Bath + Den	3	7,287 sf
2,447	3 Bed / 3 Bath + Den	1	2,447 sf
2,456	3 Bed / 3 Bath + Den	3	7,368 sf
2,596	4 Bed / 4 Bath	1	2,596 sf
2,853	4 Bed / 4 Bath	1	2,853 sf
2,908	4 Bed / 4 Bath	1	2,908 sf
3,214	4 Bed / 4 Bath	1	3,214 sf
3,680	4 Bed / 4.5 Bath PH	1	3,680 sf
3,779	4 Bed / 4.5 Bath PH	1	3,779 sf
	***TOTAL # UNITS**	28	*63,986 sf

*Total - Excluding Employee & ADA Units
**Total Plat Sqft. Area Measured From Paint to Paint

UNIT BREAKDOWN	# UNITS	%
2 Bed / 2 Bath	4	14%
3 Bed / 3 Bath	11	39%
3 Bed / 3 Bath + Den	7	25%
4 Bed / 4 Bath	4	14%
4 Bed / 4.5 Bath PH	2	8%
TOTAL	28	100%



1 A100 SITE PLAN
Scale: 3/32" = 1'-0"

PLAN NORTH
TRUE NORTH

PROGRESS DRAWING
NOT FOR CONSTRUCTION

Client

east west partners

Prime Corsultant

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tel 801 532 4233 fax 801 532 4231

Seal

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Phone: 801.530.3148
Contact: Brad Welch

Electrical Engineer
VBFA
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Salt Lake City, Utah 84111
Phone: 801.530.3148
Contact: Brad Welch

Issues

No.	Date	Approv.	Description
1	09.24.2019		CONDITIONAL USE PERMIT

No.	Date	Approv.	Description

Revisions

Notes

This drawing, as an instrument of service, is the property of the Architect/Engineer and may not be reproduced without their permission and unless the reproduction carries their name. All design and other information shown on this drawing are for the use on the specified project only and shall not be used otherwise without written permission of the Architect/Engineer.

Written cimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditiors on the job and the Architect/Engineer shall be informed of any variations from the dimensions and conditions shown on the drawing. Shop drawings shall be submitted to the Architect/Engineer for approval before proceeding with fabrication.

Project Title

ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

ARCHITECTURAL SITE PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cac File	Sheet No.
Project No. 120917	A100

MARSAC AVENUE RIGHT OF WAY
RECORDED: JUNE 28, 2002
ENTRY NO. 623451

ELECTRICAL BOXES

FIRE HYDRANT

ROCK WALL (TYP.)

10' PUBLIC SNOW STORAGE EASEMENT & NON-EXCLUSIVE PUBLIC UTILITY EASEMENT

STORM DRAIN INLET (TYP.)

PROPERTY LINE

GRANT OF EASEMENT
GRANTORS: EMPIRE MOUNTAIN VILLAGE, LLC, EMPIRE PASS, LLC & MOUNTAIN DEVELOPMENTS I, INC.
GRANTEE: SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
RECORDED: NOVEMBER 12, 2004
ENTRY NO. 716689
BOOK 1659, PAGE 1204

AND PARTIAL ABANDONMENT OF EASEMENT
RECORDED: NOVEMBER 20, 2009
ENTRY NO. 886909
BOOK 2010, PAGE 1292

SANITARY SEWER MANHOLE (TYP.)

RIGHT-OF-WAY AND EASEMENT GRANT
GRANTOR: MOUNTAIN DEVELOPMENTS I, INC.
GRANTEE: QUESTAR GAS COMPANY
RECORDED: OCTOBER 24, 2005
ENTRY NO. 755686
BOOK 1745, PAGE 91

SBWRD MH# 2-4-21-105
RIM=8030.66
F/L IN (STUB)=8020.56

RETAINING WALL

GUARDRAIL

TELECOMM & ELECTRICAL UTILITY BOXES

8" HDPE SEWER STUB
S=3.05%
F/L AT END=8021.34

STORM/DRAIN INLET (TYP.)

GRANT OF EASEMENT
GRANTOR: EMPIRE MOUNTAIN VILLAGE, LLC & MOUNTAIN DEVELOPMENTS I, INC.
GRANTEE: SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
RECORDED: NOVEMBER 12, 2004
ENTRY NO. 716688
BOOK 1659, PAGE 1199

ASPEN TREES (TYP.)

EXISTING GAS

GAS SERVICE STUB

FIRE HYDRANT

12" CPP STORM DRAIN STUB

6" HDPE SEWER STUB

VILLAGE WAY
A 25' PRIVATE RIGHT OF WAY

ROLL GUTTER (TYP.)

STORM DRAIN INLET (TYP.)

FIRE HYDRANT

(2) 4" DI WATERLINE STUBS

STORM DRAIN MANHOLE

ELECTRICAL BOX

ENTRY NO. 1072158
PARKING EASEMENT
IN FAVOR OF LOT 2

ENTRY NO. 1072158,
ACCESS EASEMENT
IN FAVOR OF SBWRD, EPMOA, LOT 3 & LOT 4.

EMPIRE RESIDENCES
(UNDER CONSTRUCTION)

UTILITY EASEMENT

ENTRY NO. 1072158
ACCESS EASEMENT
IN FAVOR OF SBWRD, LOT 4 & EMPIRE PASS MASTER OWNERS ASSOCIATION (EPMOA)

UTILITY BOX

CONTROL BOOTH

SILVER STRIKE EXPRESS CHAIRLIFT TERMINAL

SKI LIFT CENTERLINE

SNOW MAKING HYDRANT

TICKET / OFFICE

STORM DRAIN BOX

SKI EASEMENT

SKIWAY BUFFER AND SKI EASEMENT
GRANTOR: MOUNTAIN DEVELOPMENTS I, INC.
GRANTEE: DEER VALLEY RESORT COMPANY
RECORDED: NOVEMBER 29, 2005
ENTRY NO. 760062
BOOK 1754, PAGE 1096

ASPEN TREES (TYP.)

10' WIDE SKIWAY BUFFER ZONE

15' WIDE SKI EASEMENT (MATCHED)

SIDEWALK

STORM DRAIN INLET (TYP.)

ONE EMPIRE PASS

QUITCLAIM DEED
ONTARIO NUMBER 2 DRAIN TUNNEL
GRANTOR: UNITED PARK CITY MINES COMPANY
GRANTEE: JORDANELLE SPECIAL SERVICE DISTRICT
RECORDED: AUGUST 27, 2002
ENTRY NO. 630269
BOOK 1468, PAGE 1147

GRANT OF ACCESS EASEMENT
GRANTORS: UNITED PARK CITY MINES COMPANY & MOUNTAIN DEVELOPMENTS I, INC.
GRANTEE: SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
RECORDED: JULY 21, 2008
ENTRY NO. 850350
BOOK 1940, PAGE 1919

20' 0 20' 40'

LINE TYPE LEGEND

ESS	EXISTING SEWER	EG	EXISTING GAS
EW	EXISTING WATER	ET	EXISTING TELECOMM
ESD	EXISTING STORM DRAIN	EP	EXISTING POWER
EOHP	EXTG OVERHEAD POWER	X	EXISTING FENCE

PROFESSIONAL LAND SURVEYOR
No. 4857264
MICHAEL DEMKOWICZ
9/26/19
STATE OF UTAH

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MICHAEL DEMKOWICZ
RYAN BETZ

DATE: 9/26/19

EXISTING CONDITIONS & TOPOGRAPHY
LOT 2 VILLAGE AT EMPIRE PASS NORTH SUBD.
ARGENT

FOR: EAST WEST PARTNERS
JOB NO.: 6-3-19
FILE: X:\Empire\dwg\Lot 2 VEPNS\L2vepns-civil.dwg

SHEET 1 OF 6



30' 0 30' 60'

REGISTERED PROFESSIONAL ENGINEER
No. 4857264
MICHAEL DEMKOWICZ
9/26/19
STATE OF UTAH

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MICHAEL DEMKOWICZ
RYAN BETZ

DATE: 9/26/19

OVERALL SITE PLAN
LOT 2 VILLAGE AT EMPIRE PASS NORTH SUBD. ARGENT

FOR: EAST WEST PARTNERS
JOB NO.: 6-3-19
FILE: X:\Empire\dwg\Lot 2 VEPNS\L2vepns-civil.dwg

SHEET 2 **OF** 6

INSTALL NEW 6" HDPE SEWER LATERAL. SEE SHEET 4.

INSTALL 5FT WIDE 4" CONCRETE SIDEWALK W/ 4" UNTREATED BASE COURSE

INSTALL STEPS 5FT TREAD, 6" RISER

INSTALL (11) STEPS 12" TREAD, 6" RISER

SLOPE SIDEWALK 2% AWAY FROM BUILDING

INSTALL STEPS 5FT TREAD, 6" RISER (SEE SHEET 4)

INSTALL (8) STEPS 12" TREAD, 6" RISER

BASEMENT LINE

ARGENT
FF BASEMENT=8059.33
FF PARKING=8071.00
FF LEVEL 1=8082.67

MARSAC AVENUE (A PUBLIC RIGHT-OF-WAY)

2:1 GRADING

SLOPE SIDEWALK 2% AWAY FROM BUILDING

PROVIDE 1' SHOULDER BEFORE 2:1 GRADING

GAS METER LOCATION

INSTALL (11) STEPS 11" TREAD, 7" RISER

INSTALL ROCK WALL TOW=8066 BOW=8061

INSTALL (9) STEPS 11" TREAD, 7" RISER

SAVE & PROTECT EXISTING GAS LINE

INSTALL ROCK WALL TOW=8055 BOW=8050

2:1 GRADING

SAVE & PROTECT EXISTING MSE RETAINING WALL

BLEND NEW ROCK WALL & 2:1 GRADING W/ EXISTING MSE WALL. SOUTH END OF MSE WALL TO BE BURIED W/ NEW GRADING.

SAVE & PROTECT EXISTING GUARDRAIL

INSTALL 4" CONCRETE SIDEWALK W/ 4" UNTREATED BASE COURSE. SLOPE 2% AWAY FROM BUILDING.

MAINTAIN 5FT SEPARATION BETWEEN NEW WATER & GAS LINES

INSTALL NEW 6" DI WATERLINE W/ (2) 45° BENDS & (1) 11.25° BEND & CONNECT TO FIRE RISER ROOM.

POT-HOLE & EXPOSE EXISTING 6" HDPE SEWER STUB. INSTALL 6" HDPE SEWER LATERAL W/ CLEANOUT 3-5' FROM BUILDING. F/L=8080.2± AT END OF STUB F/L AT BUILDING=8066.0, S=18%± BLDG FF=8071

POT-HOLE & EXPOSE EXISTING 4" DI WATER STUB. INSTALL 4" DI WATERLINE W/ (2) 45° BENDS & (1) 11.25° BEND & CONNECT TO EXISTING 4" WATER STUB & BUILDING PLUMBING. COORDINATE W/ MECHANICAL PLANS.

INSTALL 4" CONCRETE SIDEWALK W/ 4" UNTREATED BASE COURSE. SLOPE 2% AWAY FROM BUILDING.

INSTALL 6" CONCRETE CURB

EXPOSE EXISTING GAS & RELOCATE PIPE. MAINTAIN 36" MIN. BURY TO FINISH GRADE

INSTALL MONUMENT SIGN

INSTALL HI-BACK OUTFALL CURB & GUTTER SEE DETAIL THIS SHEET

CUT EXISTING TIMBER GUARDRAIL & INSTALL TAPERED END SECTION INTO GROUND SEE DETAIL THIS SHEET

REMOVE 29LF EXISTING GUARDRAIL

INSTALL 7" CONCRETE DRIVEWAY W/ 8" UNTREATED BASE COURSE OR 6" ASPHALT DRIVEWAY W/ 8" UNTREATED BASE COURSE

EXISTING 6" HDPE LATERAL APPROX. F/L AT END=8068.2

EXISTING 4" DI FIRE SERVICE STUB

EXISTING 8" HDPE SS S=5.30%

VILLAGE WAY (A PRIVATE RIGHT-OF-WAY)

EXISTING FIRE HYDRANT

INSTALL HI-BACK OUTFALL CURB & GUTTER SEE DETAIL THIS SHEET

EXISTING SEWRD MH #2-4-21-128 RIM=8072.30 F/L OUT=8060.45

EXISTING STORM DRAIN MANHOLE F/L IN=8067.94

REMOVE EXISTING 8"x4" TEE & 4" DI FIRE SERWCE STUB. INSTALL 8"x6" TEE & 6" GATE VALVE & CONNECT TEE TO EXISTING 8" DI WATER MAINLINE.

INSTALL 4" CPP SD & CONNECT TO ROOF DRAIN F/L AT BLDG=8078.0

SEE LANDSCAPE ARCHITECT

INSTALL 4"x6" REDUCER

PROVIDE GAS TO FIRE PIT

FIRE PIT

INSTALL STEPS 24" TREAD, 6" RISER

RELOCATE EXISTING SNOWMAKING HYDRANT

INSTALL 4" CPP SD & CONNECT TO ROOF DRAIN F/L AT BLDG=8078.0

INSTALL 4"x6" TEE

INSTALL 4" CONCRETE PATIO W/ 4" UNTREATED BASE COURSE

INSTALL 4" CPP SD & CONNECT TO ROOF DRAIN F/L AT BLDG=8078.0

INSTALL FENCE AROUND POOL AREA H=5FT MIN.

INSTALL 4"x6" REDUCER

INSTALL (6) STEPS 18" TREAD, 6" RISER

INSTALL 6" CPP SD & CONNECT TO NEW STORM DRAIN BOX

INSTALL NEW 12" SQUARE STORM DRAIN BOX & 6" CPP SD & CONNECT TO EXISTING STORM DRAIN W/ INSERTA TEE RIM=8079.0 F/L=8076.0

INSTALL ROCK WALL TOW=8082 BOW=8080 H=2-4FT MAX

INSTALL ROCK WALL TOW=8082 BOW=8075.5-8078.5 H=3.5-6.5FT

INSTALL ROCK WALL

TOW=8082 BOW=8075 H=7FT

INSTALL LANDSCAPE WALL TOW=8076 BOW=8072.5

INSTALL LANDSCAPE WALL TOW=8073.5, BOW=8070.5

INSTALL 7" CONCRETE WALKWAY W/ 8" UNTREATED BASE COURSE

EXISTING 24"±STORM DRAIN, S=3.2%

SAVE & PROTECT EXISTING STORM DRAIN

F/L MAIN=8072.2± F/L 6"=8072.7±

SAVE & PROTECT EXISTING TELECOMM & COORDINATE W/ ALL WEST AS NECESSARY

SILVER STRIKE EXPRESS CHAIRLIFT TERMINAL

SAVE & PROTECT EXISTING STORM DRAIN BOX RIM=8079.6 F/L IN=8073.8 F/L OUT=8073.7

POOL

TOW=8082 BOW=8074 H=8FT

NEW POWER TRANSFORMER

NEW SECTIONALIZER

EXISTING 4" DI WATER LINE STUB

PROPOSED GRADING EMPIRE RESIDENCES

PARKING EASEMENT FOR ARGENT

FUTURE EMPIRE RESIDENCES (UNDER CONSTRUCTION)

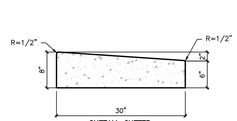
GARAGE FF=8071.0±

10' 0 10' 20'

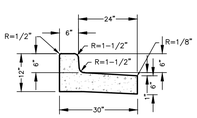
LINE TYPE LEGEND

ESS	EXISTING SEWER	EG	EXISTING GAS
EW	EXISTING WATER	ET	EXISTING TELECOMM
ESD	EXISTING STORM DRAIN	EP	EXISTING POWER
EOHP	EXTG OVERHEAD POWER	X	EXISTING FENCE

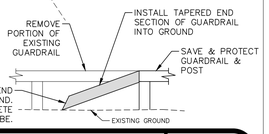
NOTE: SEE LOT 2, VILLAGE AT EMPIRE PASS NORTH SUBDIVISION (ENTRY NO. 1085414) FOR BOUNDARY AND EASEMENT INFORMATION.



OUTFALL GUTTER



HIGH-BACK OUTFALL CURB AND GUTTER



REGISTERED PROFESSIONAL ENGINEER
No. 4857264
MICHAEL DEMKOWICZ
9/26/19
STATE OF UTAH

(435) 649-9467

Alliance Engineering Inc

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

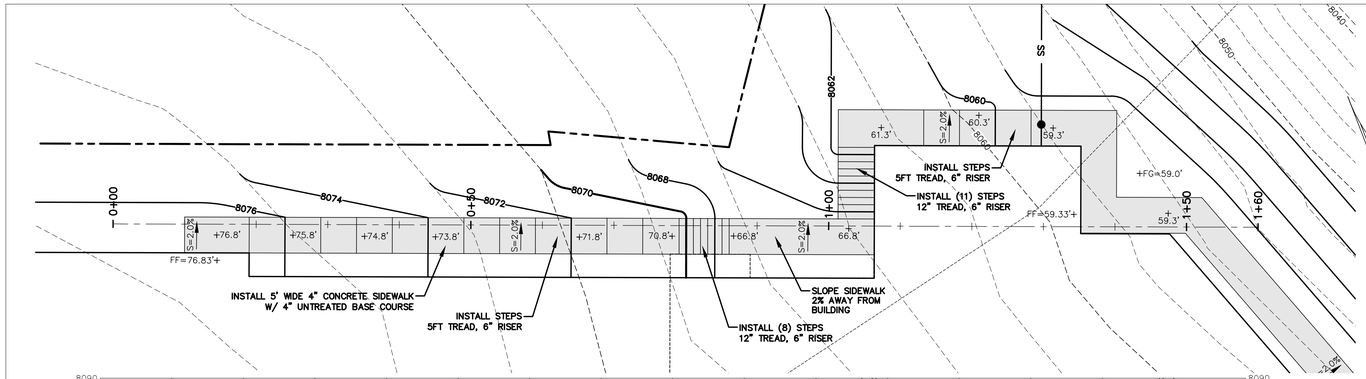
STAFF:
MICHAEL DEMKOWICZ
RYAN BETZ

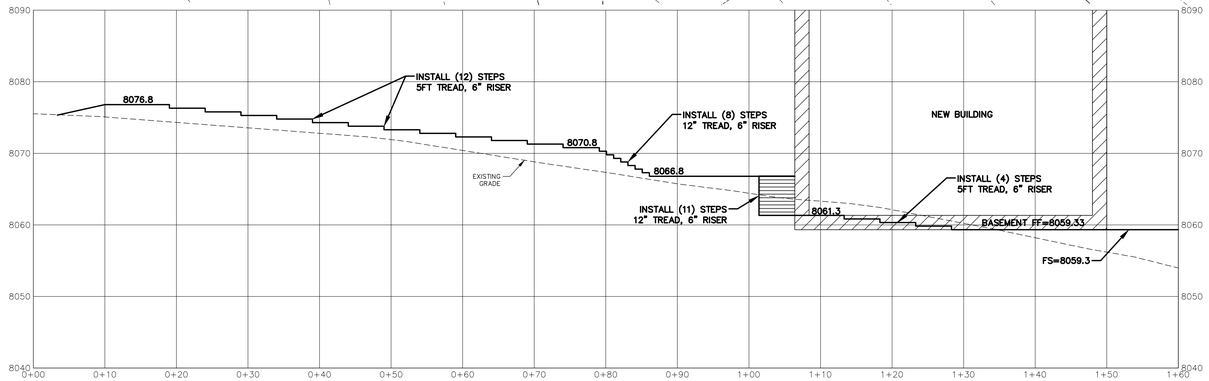
DATE: 9/26/19

GRADING & UTILITY PLAN
LOT 2 VILLAGE AT EMPIRE PASS NORTH SUBD. ARGENT

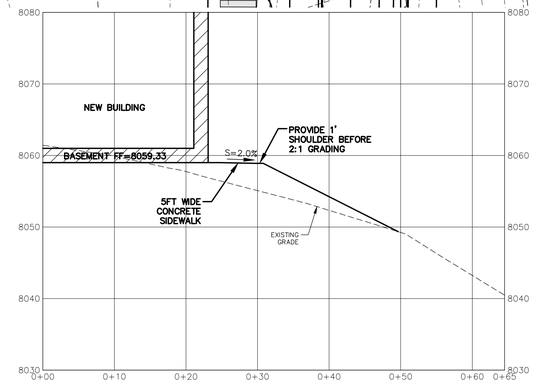
FOR: EAST WEST PARTNERS
JOB NO.: 6-3-19
FILE: X:\Empire\dwg\Lot 2 VEPNS\L2vepns-civil.dwg

SHEET 3 **OF** 6





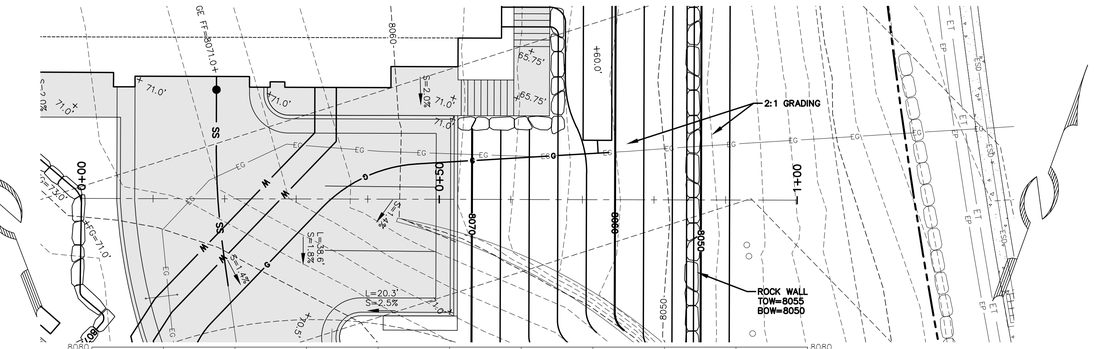


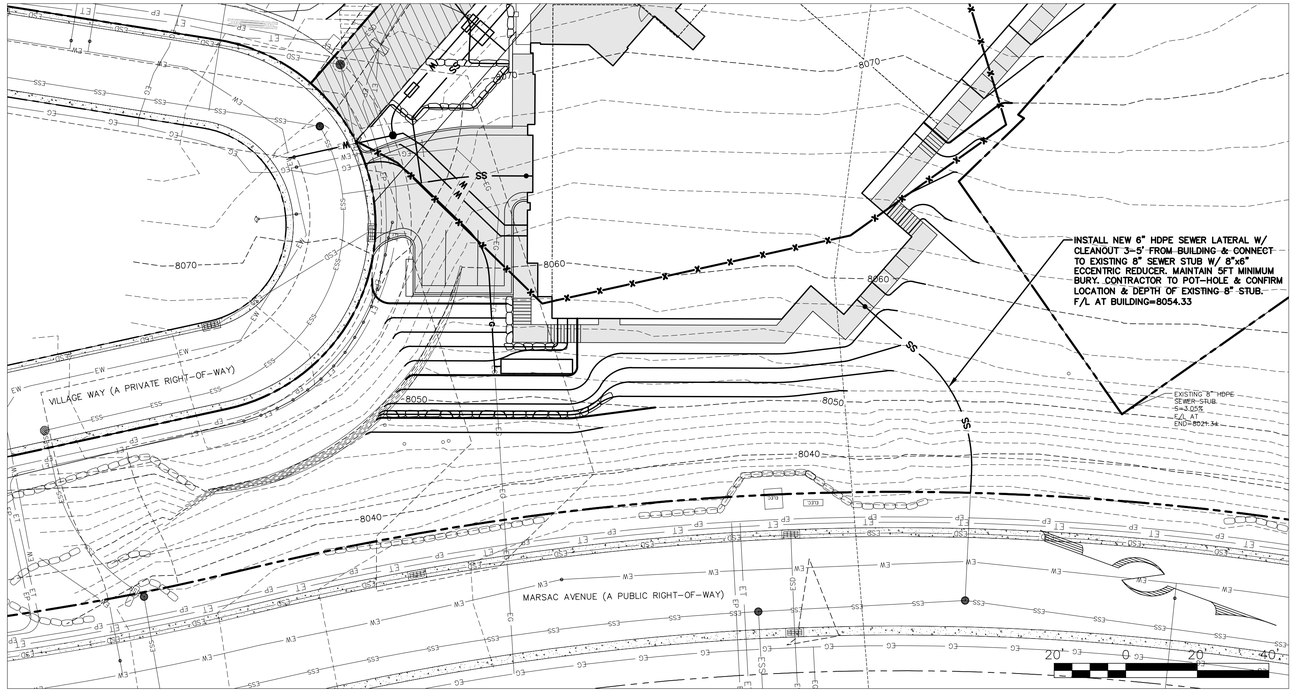


LINE TYPE LEGEND

ESS	EXISTING SEWER	EG	EXISTING GAS
EW	EXISTING WATER	ET	EXISTING TELECOMM
ESD	EXISTING STORM DRAIN	EP	EXISTING POWER
EOHP	EXTG OVERHEAD POWER	X	EXISTING FENCE

10' 0 10' 20'





REGISTERED PROFESSIONAL ENGINEER
No. 4857264
MICHAEL DEMKOWICZ
9/26/19
STATE OF UTAH

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

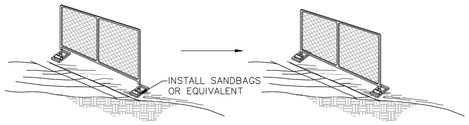
STAFF:
MICHAEL DEMKOWICZ
RYAN BETZ

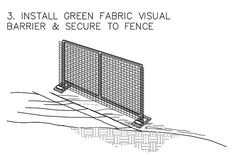
DATE: 9/26/19

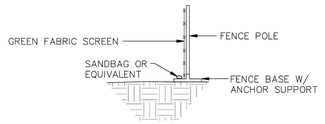
SECTIONS
LOT 2 VILLAGE AT EMPIRE PASS NORTH SUBD. ARGENT

FOR: EAST WEST PARTNERS
JOB NO.: 6-3-19
FILE: X:\Empire\dwg\Lot 2 VEPNS\L2vepns-civil.dwg

SHEET 4 **OF** 6

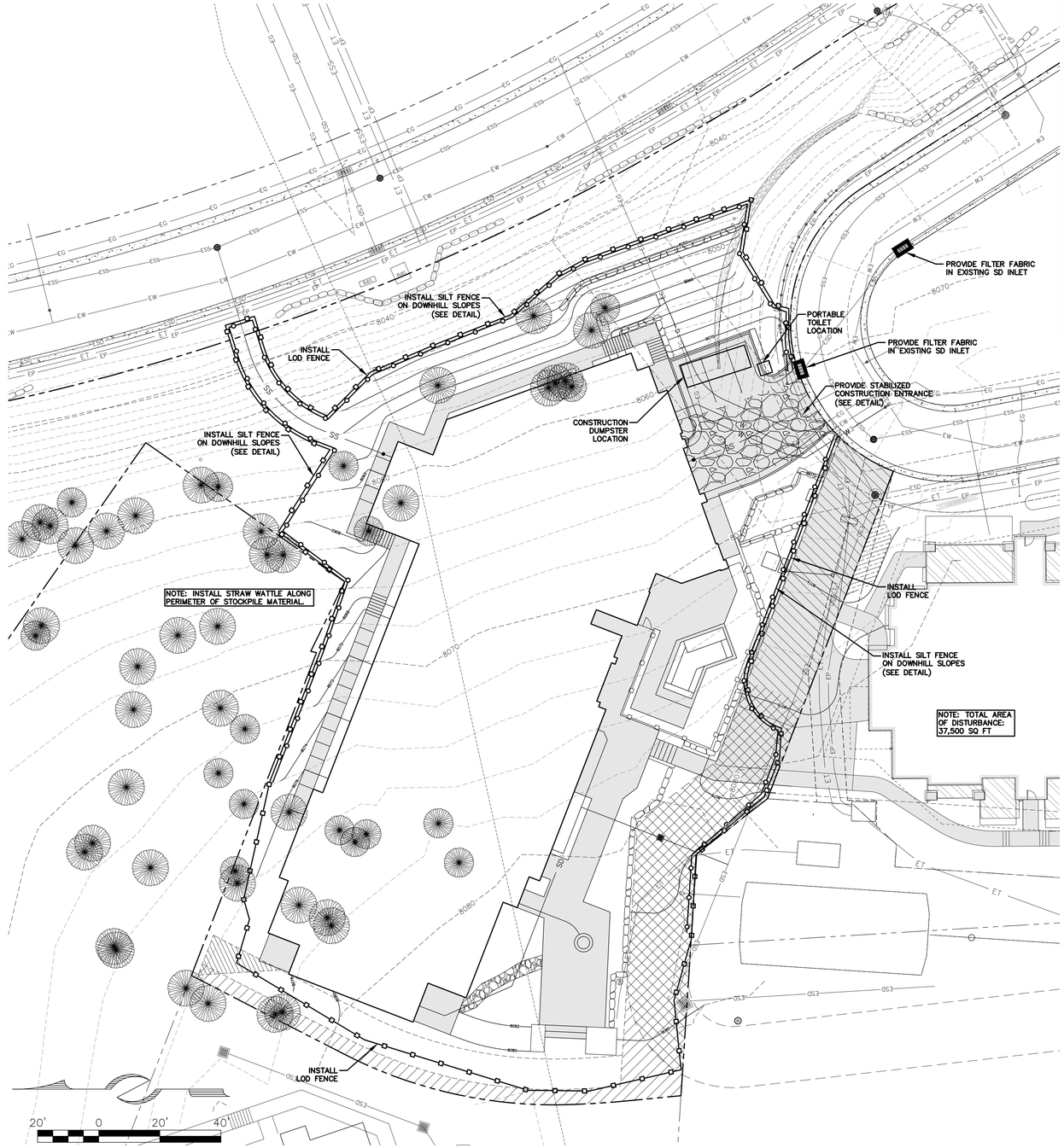




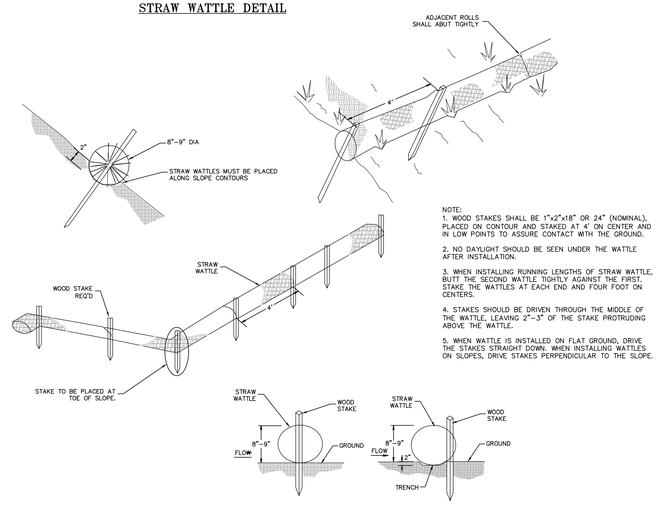


CROSS-SECTION

STANDARD DRAWING	CHAIN-LINK FENCE DETAIL
	ALLIANCE ENGINEERING dtl\parkcity\chain-link fence

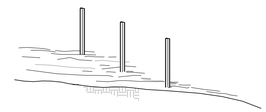


STRAW WATTLE DETAIL

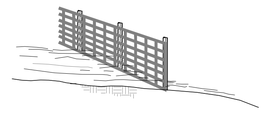


NOTE:
1. WOOD STAKES SHALL BE 1"x2"x18" OR 24" (NOMINAL), PLACED ON CONTOUR AND STAKED AT 4' ON CENTER AND IN LOW POINTS TO ASSURE CONTACT WITH THE GROUND.
2. NO DAYLIGHT SHOULD BE SEEN UNDER THE WATTLE AFTER INSTALLATION.
3. WHEN INSTALLING RUNNING LENGTHS OF STRAW WATTLE, BUTT THE SECOND WATTLE TIGHTLY AGAINST THE FIRST. STAKE THE WATTLES AT EACH END AND FOUR FOOT ON CENTERS.
4. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE, LEAVING 2"-3" OF THE STAKE PROTRUDING ABOVE THE WATTLE.
5. WHEN WATTLE IS INSTALLED ON FLAT GROUND, DRIVE THE STAKES STRAIGHT DOWN. WHEN INSTALLING WATTLES ON SLOPES, DRIVE STAKES PERPENDICULAR TO THE SLOPE.

1. SET METAL T-POSTS @ 8' O.C. MAX.



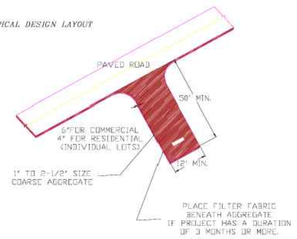
2. ATTACH ORANGE CONSTRUCTION FENCING TO THE T-POSTS.



STANDARD DRAWING	CONSTRUCTION FENCE DETAIL
DN-1	

STABILIZED CONSTRUCTION ENTRANCE

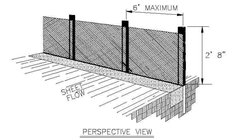
TYPICAL DESIGN LAYOUT

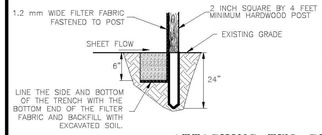


INSTALLATION:
1. Install at any point of ingress or egress at a construction site where adjacent traveled way is paved.
2. Clear and grub area and grade to provide slope shown for driveway, or access/intersection. If adjacent to waterway, use a maximum slope of 2%.
3. Compact subgrade and place filter fabric if required.
4. Place coarse aggregate, 1 to 2 ½ inches size, to a minimum depth of 6 inches for commercial projects, and 4 inches for residential projects.

MAINTENANCE:
1. Inspect daily for loss of gravel or sediment buildup.
2. Inspect adjacent roadway for sediment deposit and clean by sweeping or shoveling.
3. Repair entrance and replace gravel as required to maintain control in good working condition.
4. Expand stabilized area as required to accommodate traffic, and off site street parking and prevent erosion at driveway.

SILT FENCE

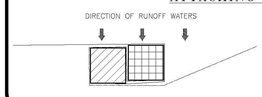




INSTALLATION:
1. Where possible, layout the silt fence 5 to 10 feet beyond the toe of slope.
2. Align the fence along the contour as close as possible.
3. When excavating the trench, use machinery that will produce no more than the desired dimension.
4. Place posts 6 foot on center along contour (or use pre assembled unit) and drive 2 feet (min.) into ground. Excavate an anchor trench (8 inches wide and 8 inches deep) immediately up-gradient of posts.
5. Cut fabric to required width, unroll along length of barrier and drape over barrier. Secure fabric to, stakes with staples, or similar, with trailing edge extending into anchor trench.
6. Backfill trench over filter fabric to anchor.

MAINTENANCE:
1. Inspect immediately after any rainfall and at least daily during prolonged rainfall.
2. Look for runoff bypassing ends of barriers or undercutting fence (repair immediately).
3. Repair or replace damaged areas of the fence and remove accumulated sediment.
4. Re-anchor fence as necessary to prevent shortcutting.
5. Remove accumulated sediment when it reaches ½ the height of the fence.

ATTACHING TWO SILT FENCES



1. PLACE THE END POST OF THE SECOND FENCE INSIDE THE END POST OF THE FIRST FENCE.
2. ROTATE BOTH POSTS AT LEAST 180 DEGREES IN A CLOCKWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FABRIC MATERIAL.
3. DRIVE BOTH POSTS ABOUT 24 INCHES INTO THE GROUND AND BURY FLAP.

LINE TYPE LEGEND

ESS	EXISTING SEWER	EG	EXISTING GAS
EW	EXISTING WATER	ET	EXISTING TELECOMM
ESD	EXISTING STORM DRAIN	EP	EXISTING POWER
EOHP	EXTG OVERHEAD POWER	X	EXISTING FENCE

CMP NOTES

1. Construction parking/traffic may not block the street without a permit (available from the Engineering Division)
2. Mud tracked out onto the street must be cleaned prior to the end of the work day.
3. The construction site must be maintained in a neat manner. Trash and other debris may not accumulate outside the dumpster.
4. Roadside parking is not allowed from November 1st to April 1st.

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323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

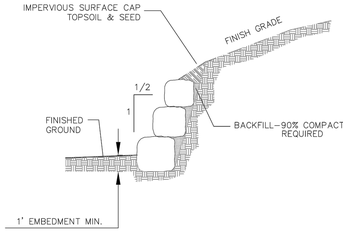
STAFF:
MICHAEL DEMKOWICZ
RYAN BETZ

DATE: 9/26/19

CONSTRUCTION MITIGATION PLAN & SWPPP
LOT 2 VILLAGE AT EMPIRE PASS NORTH SUBD. ARGENT

FOR: EAST WEST PARTNERS
JOB NO.: 6-3-19
FILE: X:\Empire\dwg\Lot 2 VEPNS\L2vepns-civil.dwg

SHEET 5 **OF** 6



CONSTRUCTION NOTES:

CONSTRUCTION OF BOULDER RETAINING WALLS SHALL COMPLY WITH THE FOLLOWING:

A. ASSOCIATED ROCKERY CONTRACTORS (ARC) P.O. BOX 1794, WOODINVILLE, WA. 98072. ROCK WALL WALL CONSTRUCTION GUILELINES DATED AUGUST 15, 2000.

B. THE BOULDER RETAINING WALL MAY BE CONSTRUCTED WITH A FACE SLOPE OF ¼ HORIZONTAL TO 1 VERTICAL OR FLATTER, THE OVERALL HEIGHT OF THE BOULDER RETAINING WALL SHALL NOT EXCEED 4 FEET.

C. THE BOULDER RETAINING WALL SHOULD BE CONSTRUCTED WITH THE LARGEST ROCKS ON THE LOWEST LEVELS, DECREASING IN SIZE TO THE TOP. ROCKS USED IN THE LOWER PORTION SHOULD BE AT LEAST 2' DIA IN SIZE. THE MINIMUM SIZE OF ROCKS USED IN THE ROCK–PROTECTED SLOPE SHOULD BE MIN. 1' DIA.

D. THE BASE ROW OF ROCKS SHOULD BE EMBEDDED AT LEAST 1 FOOT BELOW THE ADJACENT GROUND SURFACE.

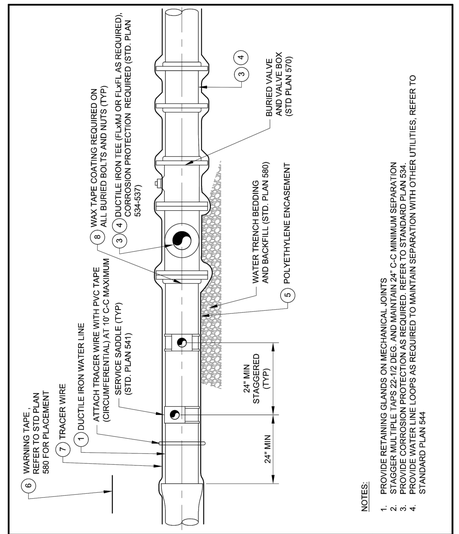
E. CONSIDERATION SHOULD BE GIVEN TO USING LOW PERMEABLE FILL SUCH AS THE NATURAL CLAYEY GRAVEL FOR THE UPPER 2 FEET OF BACKFILL BEHIND THE BOULDER RETAINING WALL.

F. SOIL PLACED BEHIND BOULDERS SHALL BE COMPACTED TO AT LEAST 90 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D–1557. SMALLER COMPACTION EQUIPMENT OR HAND COMPACTION EQUIPMENT SHOULD BE USED IN AREAS OF LIMITED ACCESS. FILL SHOULD BE FREQUENTLY TESTED FOR COMPACTION.

G. ROCKS USED IN THE RETAINING WALL SHOULD BE OF DURABLE COMPOSITION AND NOT HAVE CRACKS OR SIGNIFICANT SIGNS OF WEATHERING. IDEALLY, ROCKS WILL BE NATURALLY OCCURRING (NOT BLASTED).

H. RETAINING WALLS EXCEEDED FOUR FEET IN HEIGHT REQUIRE A BUILDING PERMIT. CONSULT A GEO–TECHICAL ENGINEER FOR ENGINEERING DETAILS

STANDARD DRAWING	BOULDER RETAINING WALL
RW–1	ALLIANCE ENGINEERING



NOTES:
1. PROVIDE RETAINING GLANDS ON MECHANICAL JOINTS
2. STAGGER MULTIPLE TAPS 22-1/2 DEG. AND MAINTAIN 24" C-C MINIMUM SEPARATION
3. PROVIDE 316 STAINLESS STEEL BOLTS AND NUTS WITH ANTI-SEIZE LUBRICATION ON ALL FLANGED CONNECTIONS
4. PROVIDE WATER LINE LOOPS AS REQUIRED TO MAINTAIN SEPARATION WITH OTHER UTILITIES. REFER TO STANDARD PLAN 544

PARK CITY MUNICIPAL CORPORATION WATER	DATE	WATER MAIN AND FIRE LINE 3" TO 12" DIAMETER	STD. PLAN
	3/2014		540-A
	REV.		
	0		

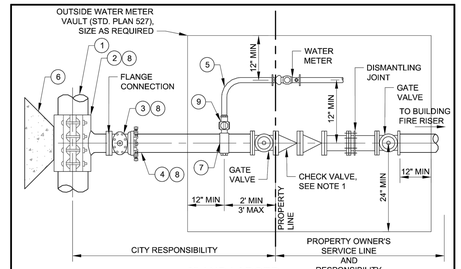
LEGEND AND APPROVED PARTS LIST

ITEM	DESCRIPTION	ACCEPTABLE MANUFACTURER	MODELS
①	DUCTILE IRON PIPE, 3" TO 12" DIAMETER, PRESSURE CLASS 350, CEMENT-MORTAR LINING, ASPHALTIC INTERIOR/EXTERIOR COATING, AWWA C150 / C151 / C104	U.S. PIPE (1) PACIFIC STATES	STANDARD JOINT PIPE: PUSH ON TYTON JOINT
		U.S. PIPE (1) PACIFIC STATES	RESTRAINED JOINT PIPE: THRUST-LOCK TR FLEX
②	POLYVINYL CHLORIDE (PVC) PIPE, C.I.O.D., C900, DR 18, INTEGRAL BELL JOINT	JM EAGLE (1)	STANDARD JOINT PIPE: BLUE BRUTE
③	DUCTILE IRON FITTINGS, 3" TO 12" DIAMETER, FULL BODY, PRESSURE CLASS 350, CEMENT MORTAR LINED, ASPHALTIC EXTERIOR COATING, AWWA C153 / C104 FLANGES: AWWA C110 / C115, CLASS 125 FLANGE WITH FULL FACE OR RING FLANGE-TYTE GASKETS	U.S. PIPE (1) PACIFIC STATES	PUSH ON STYLE FITTING: TYTON JOINT FLANGED FITTING:
		U.S. PIPE (1) PACIFIC STATES	RESTRAINED JOINT PIPE: THRUST-LOCK TR FLEX
④	FITTINGS – DUCTILE IRON MECHANICAL JOINT PIPE WITH RETAINER GLANDS OR SST TIE ROD / NUT RESTRAINTS, AWWA C110 / C111 / C104	EBBA IRON (1)	FITTINGS: MECHANICAL JOINT RETAINER GLANDS: MEGALUG SERIES 1100, STD T-BOLTS AND NUTS
⑤	POLYETHYLENE ENCASEMENT, HIGH DENSITY CROSS LAMINATED (HDCL) POLYETHYLENE FILM, AWWA C105 & AWWA C703E METHODS A & C	CHRISTY'S (1)	AWWA C703E METHOD A (4 MIL) AT PIPE AND AWWA C703E METHOD C (10 MIL) AT BOLT-TYPE JOINTS, FITTINGS, AND VALVES
⑥	DETECTABLE UNDERGROUND WARNING TAPE, 5-MIL MINIMUM, ALUMINUM BACKING, BLUE BACKGROUND, 6" WIDE	SETON (1)	85525
⑦	TRACER WIRE: 12 GA. SOLID, BLUE PVC INSULATION; WIRE-WIRE CONNECTORS SILICONE-FILLED WIRE NUTS	CONNECTORS: IDEAL INDUSTRIES (1)	TWISTER DB PLUS OR APP'D EQUAL
⑧	WAX TAPE COATING SYSTEM, APPLY TO ALL BURIED BOLTS AND NUTS INCLUDING MECHANICAL JOINT RESTRAINT SYSTEMS, AWWA C 217. REFER TO STD. PLAN 534.		

DETAIL NOTES

1. COORDINATE PIPE SIZE WITH APPROVED PLANS PRIOR TO ORDERING MATERIALS
2. LOCATE MAIN, FITTINGS, VALVES, AND FIRE LINES PER APPROVED PLANS
3. DUCTILE IRON PIPE IS REQUIRED WHEN WATER SYSTEM DESIGN PRESSURE EXCEEDS 150 PRESSURE RATING
4. PROVIDE "DOMESTIC" DUCTILE IRON FITTINGS
5. PROVIDE DUCTILE IRON RESTRAINED JOINT PIPE ON FIRE LINES, HYDRANT LINES, AND WHERE REQUIRED ON THE APPROVED PLANS
6. PROVIDE 316 STAINLESS STEEL BOLTS AND NUTS WITH ANTI-SEIZE LUBRICATION ON ALL FLANGED CONNECTIONS
7. REFER TO STANDARD PLAN 534 FOR SUPPLEMENTAL EXTERNAL CORROSION PROTECTION REQUIREMENTS. WHEN CATHODIC PROTECTION IS REQUIRED REFER TO STD. PLANS 534-538.
8. REFER TO SPECIFICATIONS FOR FLUSHING, HYDROSTATIC TESTING, AND DISINFECTING REQUIREMENTS
9. (1) DENOTES "OR EQUAL" MANUFACTURER AND MODEL. SUBMIT IN ACCORDANCE WITH CITY STANDARDS

PARK CITY MUNICIPAL CORPORATION WATER	DATE	WATER MAIN AND FIRE LINES	STD. PLAN
	4/2014		540 S
	REV.		
	0		

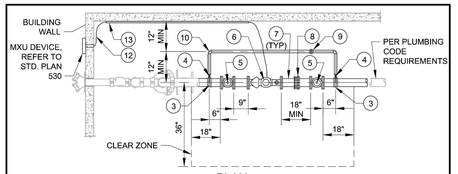


3" AND LARGER

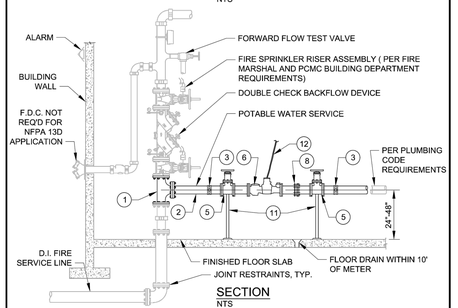
LEGEND	
ITEM	DESCRIPTION
1	EXISTING MAIN
2	DUCTILE IRON TAPPING SLEEVE OR DUCTILE IRON TEE
3	TAPPING VALVE OR FLG X MJ GATE VALVE (STD PLAN 570 AND 572)
4	DUCTILE IRON PIPE FULLY RESTRAINED (STD. PLAN 541)
5	WATER SERVICE LINE (STD. PLAN 541)
6	THRUST BLOCK (STD. PLAN 561)
7	BRONZE DOUBLE STRAP SERVICE SADDLE (STD. PLAN 541)
8	POLYETHYLENE WRAPPED (STD. PLAN 540-A)
9	CORPORATION STOP (STD. PLAN 541)

NOTES:
1. DOUBLE CHECK VALVE OR REDUCED PRESSURE PRINCIPLE BACKFLOW ASSEMBLY TO BE DETERMINE BY BUILDING AND WATER DEPARTMENTS BASED ON DEGREE OF HAZARD POSED BY FIRE SPRINKLER PROTECTION SYSTEM USE.
2. WATER METER 3-INCH AND LARGER WILL REQUIRE A DUCTILE IRON TEE, VALVING, AND DISMANTLING JOINT. A SITE SPECIFIC DESIGN IS REQUIRED.
3. A METER BYPASS LINE IS REQUIRED FOR COMMERCIAL APPLICATIONS.

PARK CITY MUNICIPAL CORPORATION WATER	DATE	FIRE SERVICE LINE	STD. PLAN
	4/2014		542
	REV.		
	0		



PLAN
NTS



SECTION
NTS

NOTES:
1. REFER TO STD. PLAN 520 FOR GENERAL REQUIREMENTS - METER, METER VAULT, AND SERVICE LINE.
2. REFER TO STD. PLAN 528 S FOR LEGEND ITEMS, APPROVED PARTS LIST, AND DETAIL NOTES.

PARK CITY MUNICIPAL CORPORATION WATER	DATE	3" AND LARGER METER INSIDE SETTING	STD. PLAN
	05/2014		528
	REV.		
	0		

LEGEND AND APPROVED PARTS LIST

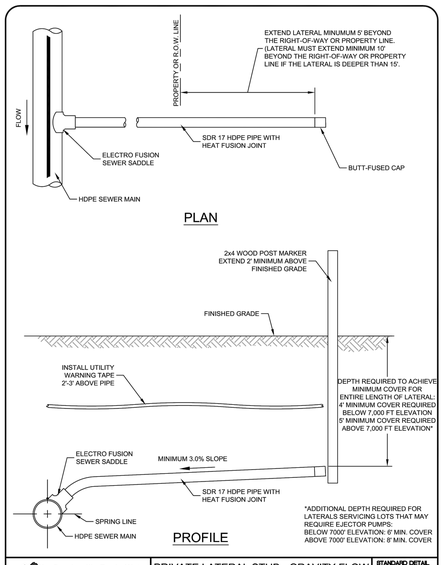
ITEM	DESCRIPTION	ACCEPTABLE MANUFACTURER	MODELS
①	DUCTILE IRON TEE, FLG., PRESSURE CLASS 350, CEMENT-MORTAR LINED, ASPHALTIC INTERIOR COATING, AWWA C150 / C151 / C104	U.S. PIPE PACIFIC STATES	
		U.S. PIPE PACIFIC STATES	
②	DUCTILE IRON PIPE SPOOL, FLG. X FLG., 3" TO 12" DIAMETER, FULL BODY, PRESSURE CLASS 350, CEMENT-MORTAR LINED, ASPHALTIC INTERIOR COATING, AWWA C150 / C151 / C104	U.S. PIPE PACIFIC STATES	
③	2" BRONZE SERVICE SADDLE, DOUBLE STRAP	MUELLER	BR2B SERIES, FIP THDS
		FORD	STYLE 202B, FIP THDS
④	2" BRONZE BALL VALVE WITH LOCKING HANDLE, F.I.P., THREADED, 300 PSI RATED, LEAD FREE		
⑤	GATE VALVE, PIPE SIZE, NRS WITH HANDWHEEL, FLANGED, 2" SQ. OPERATING NUT, AWWA C509	MUELLER	SERIES A-2360
		CLOW	MODEL 2639
⑥	METER, SUPPLIED AND INSTALLED BY PCMC		
⑦	DUCTILE IRON PIPE SPOOL (2), FLG X PE	MUELLER	MULTI X F.I.P, H-14222N
⑧	DISMANTLING JOINT, WITH RESTRAINING BOLTS	ROMAC	DJ400 OR APPV'D EQUAL
⑨	2" BRONZE UNION, F.I.P., THREADED, LEAD FREE		
⑩	2" COPPER PIPE, TYPE K, WITH COPPER 90° ELBOW, SOLDERED, OR BRASS NIPPLE BRONZE, F.I.P., WITH THREADED 90° ELBOW (NO GALVANIZED MATERIALS)		
⑪	PIPE SUPPORTS, 2 REQ'D ON MAIN SERVICE LINE AND 2 REQ'D ON BYPASS SERVICE		
⑫	MXU AND WIRING, SUPPLIED AND INSTALLED BY PCMC		
⑬	1/2" EMT CONDUIT FOR MXU WIRING, AS REQUIRED		

PARK CITY MUNICIPAL CORPORATION WATER	DATE	3" AND LARGER METER INSIDE SETTING	STD. PLAN
	5/2014		528 S.1
	REV.		
	0		

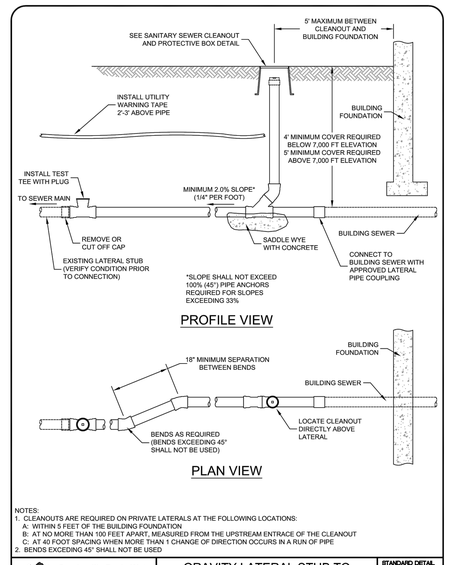
DETAIL NOTES

1. USE OF AN INSIDE WATER METER REQUIRES CITY ENGINEER APPROVAL. REFERENCE WATER STANDARD PLAN 520 FOR APPLICABLE CONDITIONS.
2. FIRE SPRINKLER RISER WITH POTABLE WATER SERVICE: A SITE SPECIFIC DESIGN IS REQUIRED. THE FIRE PROTECTION SPRINKLER SYSTEM AND POTABLE WATER SYSTEM DESIGN SHALL BE APPROVED BY THE FIRE MARSHAL AND THE PARK CITY BUILDING DEPARTMENT. THE POTABLE WATER SERVICE CONNECTION AND METER ASSEMBLY DESIGN SHALL BE APPROVED BY THE PARK CITY BUILDING DEPARTMENT AND THE CITY ENGINEER. DESIGN AND CONSTRUCTION SHALL COMPLY WITH APPLICABLE BUILDING AND PLUMBING CODES.
3. BACKFLOW PREVENTION: PROVIDE A DOUBLE CHECK BACKFLOW ASSEMBLY (DCBA) OR REDUCED PRESSURE PRINCIPLE BACKFLOW ASSEMBLY (RPBA) ON THE FIRE SPRINKLER RISER ASSEMBLY. STYLE TO BE DETERMINED BY THE BUILDING AND WATER DEPARTMENT BASED ON DEGREE OF HAZARD POSED BY FIRE SPRINKLER PROTECTION SYSTEM. BEFORE A CERTIFICATE OF OCCUPANCY CAN BE ISSUED BY THE BUILDING DEPARTMENT, BACKFLOW ASSEMBLY TESTING FOR PROPER OPERATION (PER CITY REQUIREMENTS BY A CERTIFIED TESTER RECOGNIZED BY THE CITY) IS REQUIRED AND A REPORT SUBMITTED.
4. CONNECTIONS TO THE WATER SYSTEM ARE NOT PERMITTED PRIOR TO THE POTABLE WATER METER ASSEMBLY OR THE FIRE SPRINKLER RISER BACKFLOW ASSEMBLY. THIS INCLUDES OUTSIDE IRRIGATION SUPPLY.
5. CLEARANCES: PROVIDE ADEQUATE CLEARANCES FROM FIRE RISER AND AROUND WATER METER ASSEMBLY. MAINTAIN: 9" MINIMUM FROM WALL TO FACE OF POTABLE WATER PIPING
   18" CLEAR ON EACH SIDE OF METER ASSEBLY
   36" CLEAR IN FRONT OF METER ASSEMBLY
6. LOCATE METER ASSEMBLY TWO (2) TO FOUR (4) FEET ABOVE THE FLOOR. POSITION METER HORIZONTAL WITH DIAL POINTING UP.
7. VERIFY METER LAY LENGTH WITH WATER DEPARTMENT PRIOR TO INSTALLING PIPING
8. PROVIDE ISOLATION VALVES AT METER INLET AND OUTLET
9. FOR MULTIPLE METERS PROVIDE A MANIFOLD WITH A MAIN VALVE PRIOR TO THE MANIFOLD AND INDIVIDUAL VALVES LOCATED PRIOR TO AND AFTER METERS.
10. PROVIDE A FLOOR DRAIN IN THE FIRE RISER ROOM WITHIN 10 FEET OF THE WATER METER LOCATION.
11. PROVIDE PIPE LABELS ON THE POTABLE WATER LINE BETWEEN THE FIRE RISER AND THE WATER METER DESIGNATING PIPE AS "POTABLE WATER".
12. PROVIDE PIPE ANCHORAGE TO SUPPORT METER ASSEMBLY INDEPENDENT OF THE POTABLE WATER SUPPLY PIPING AND BUILDING PLUMBING. PROVIDE PIPE STANDS OR UNISTRUT WALL STANDOFFS. DO NOT SUPPORT METER ASSEMBLY FROM OTHER PIPING.
13. PROVIDE A WALL PENETRATION AND CONDUIT FOR REMOTE RADIOREAD METER TRANSEIVER UNIT (MXU) DEVICE(S). COORDINATE ROUTING AND WALL PENETRATION LOCATION WITH THE WATER DEPARTMENT. REFERENCE WATER STANDARD PLANS 520 AND 530.
14. PROVIDE 1/2" EMT CONDUIT AND SUPPORTS FOR MXU SIGNAL WIRE IF DISTANCE TO WALL PENETRATION EXCEEDS 10 FEET.
15. INSPECTION: CONTACT THE CITY ENGINEER FOR INSPECTION OF THE POTABLE WATER SYSTEM METER ASSEMBLY INSTALLATION.
16. REFER TO STD. PLAN 500 AND THE SPECIFICATIONS FOR FLUSHING, HYDROSTATIC TESTING, AND DISINFECTING REQUIREMENTS
17. BUILDING OWNER IS RESPONSIBLE TO HAVE THE BACKFLOW PREVENTER FLOW TESTED AND INSPECTED INTERNALLY AT LEAST ONCE PER YEAR, OR MORE AS CONDITIONS WARRANT, IN ACCORDANCE WITH NFPA 13 AND NFPA 25 AND A REPORT SUBMITTED TO THE PARK CITY BUILDING DEPARTMENT

PARK CITY MUNICIPAL CORPORATION WATER	DATE	3" AND LARGER METER INSIDE SETTING	STD. PLAN
	5/2014		528 S.2
	REV.		
	0		

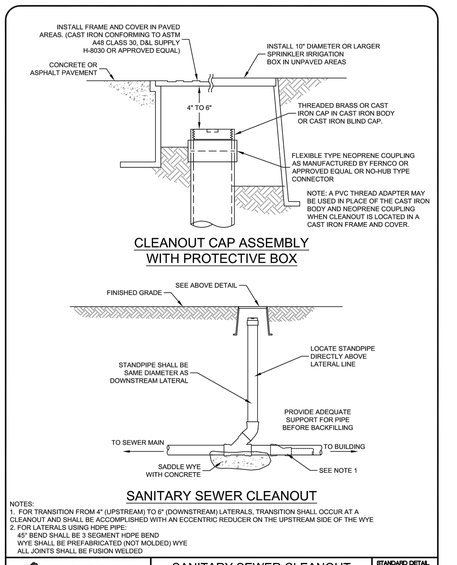


Snyderville Basin Water Reclamation District	PRIVATE LATERAL STUB - GRAVITY FLOW HDPE MAIN LINE TO HDPE LATERAL LINE	STANDARD DETAIL LAT-03 Revision Date 2/22/16



NOTES:
1. CLEANOUTS ARE REQUIRED ON PRIVATE LATERALS AT THE FOLLOWING LOCATIONS:
   A: WITHIN 5 FEET OF THE BUILDING FOUNDATION
   B: AT NO MORE THAN 100 FEET APART, MEASURED FROM THE UPSTREAM ENTRACE OF THE CLEANOUT
   C: AT 40 FOOT SPACING WHEN MORE THAN 1 CHANGE OF DIRECTION OCCURS IN A RUN OF PIPE
2. BENDS EXCEDING 45° SHALL NOT BE USED

Snyderville Basin Water Reclamation District	GRAVITY LATERAL STUB TO GRAVITY BUILDING CONNECTION	STANDARD DETAIL LAT-05 Revision Date 2/22/16



CLEANOUT CAP ASSEMBLY WITH PROTECTIVE BOX

SANITARY SEWER CLEANOUT

NOTES:
1. FOR TRANSITION FROM 4" (UPSTREAM) TO 6" (DOWNSTREAM) LATERALS, TRANSITION SHALL OCCUR AT A CLEANOUT AND SHALL BE ACCOMPLISHED WITH AN ECCENTRIC REDUCER ON THE UPSTREAM SIDE OF THE WYE
2. FOR LATERALS USING HDPE PIPE:
   45° BEND SHALL BE 3 SEGMENT HDPE BEND
   WYE SHALL BE PREFABRICATED (NOT MOLDED) WYE
   ALL JOINTS SHALL BE FUSION WELDED

Snyderville Basin Water Reclamation District	SANITARY SEWER CLEANOUT AND PROTECTIVE BOX	STANDARD DETAIL LAT-07 Revision Date 2/22/16

REGISTERED PROFESSIONAL ENGINEER
No. 4857264
MICHAEL DEMKOWICZ
9/26/19
STATE OF UTAH

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060–2664

STAFF: MICHAEL DEMKOWICZ, RYAN BETZ

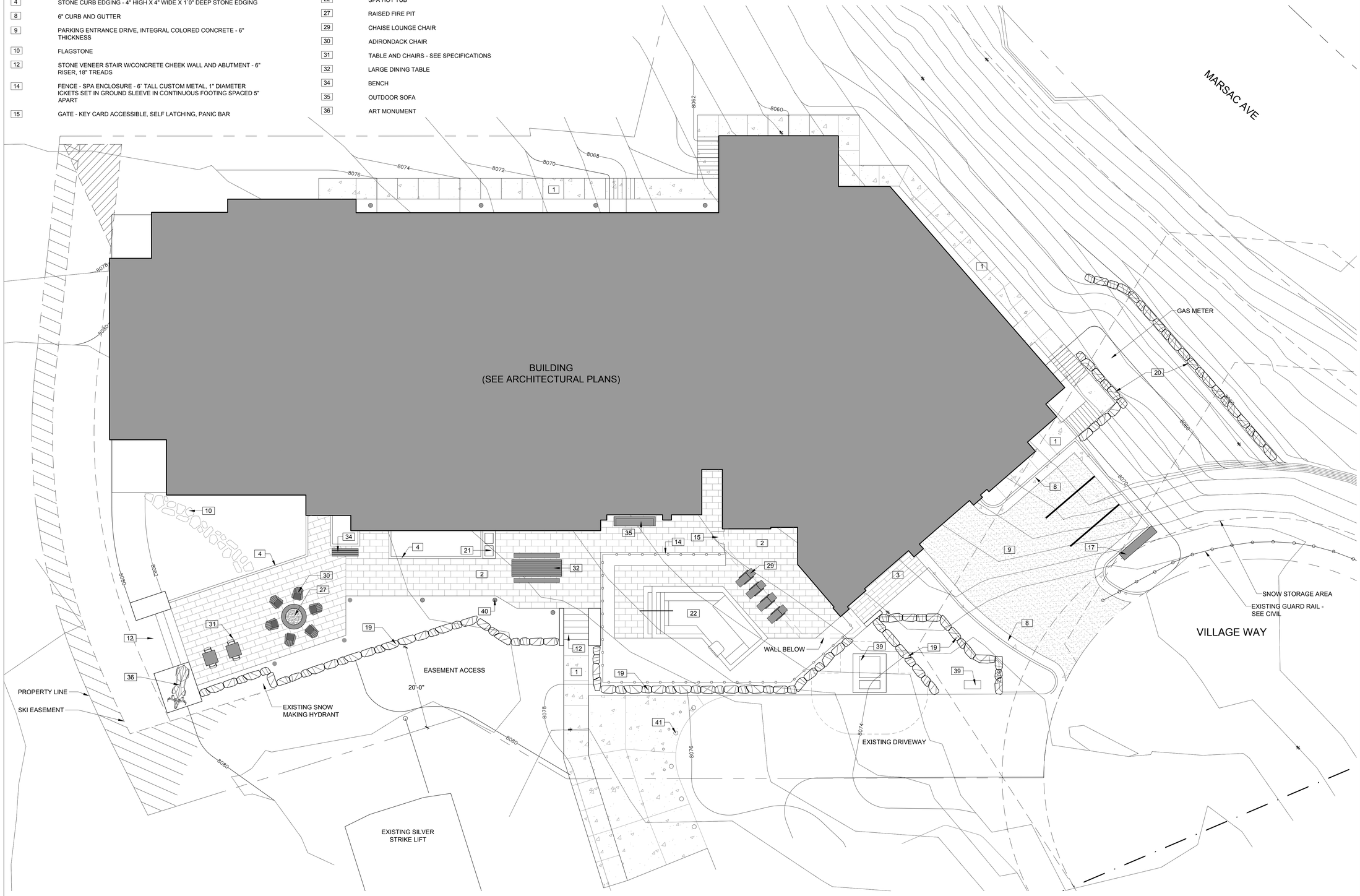
DATE: 9/26/19

DETAILS
LOT 2 VILLAGE AT EMPIRE PASS NORTH SUBD.
ARGENT

FOR: EAST WEST PARTNERS
JOB NO.: 6-3-19
FILE: X:\Empire\dwg\Lot 2 VEPNS\L2vepns-civil.dwg

SHEET 6 **OF** 6

SYMBOL	DESCRIPTION
1	4" CONCRETE WALK, INTEGRAL COLORED CONCRETE
2	PAVER TYPE I - 12" X 18" X 2" THICK STONE PAVER OVER SAND SETTING BED, SNOWMELT AND COMPACTED SUBGRADE
3	PAVER TYPE II - 6" X 12" X 2 3/8" THICK STONE PAVER
4	STONE CURB EDGING - 4" HIGH X 4" WIDE X 1'0" DEEP STONE EDGING
8	6" CURB AND GUTTER
9	PARKING ENTRANCE DRIVE, INTEGRAL COLORED CONCRETE - 6" THICKNESS
10	FLAGSTONE
12	STONE VENEER STAIR W/CONCRETE CHEEK WALL AND ABUTMENT - 6" RISER, 18" TREADS
14	FENCE - SPA ENCLOSURE - 6' TALL CUSTOM METAL, 1" DIAMETER ICKETS SET IN GROUND SLEEVE IN CONTINUOUS FOOTING SPACED 5" APART
15	GATE - KEY CARD ACCESSIBLE, SELF LATCHING, PANIC BAR
17	ENTRY MONUMENT SIGN - CONCRETE WALL WITH STONE VENEER
19	DRY STACKED STONE WALL - MOUNTAIN VALLEY STONE
20	BOULDER WALL - MOUNTAIN VALLEY STONE
21	OUTDOOR GRILL STATION - GAS GRILL / PIZZA OVEN / FOOD PREP / STORAGE
22	SPA HOT TUB
27	RAISED FIRE PIT
29	CHAISE LOUNGE CHAIR
30	ADIRONDACK CHAIR
31	TABLE AND CHAIRS - SEE SPECIFICATIONS
32	LARGE DINING TABLE
34	BENCH
35	OUTDOOR SOFA
36	ART MONUMENT
39	ELECTRICAL TRANSFORMER - SEE ELEC.
40	LIGHT COLUMN BOLLARD
41	REMOVABLE BOLLARD



0 10 20 30 feet

SCALE: 3/32" = 1'-0'

NORTH

1 LAYOUT & MATERIAL PLAN

3/32" = 1'0"

Client

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Issues

No.	Date	Approv.	Client Approv.	Description
1	07.15.2019	XX	XX	CONDITIONAL USE PERMIT
2	07.24.2019	XX	XX	DESIGN REVIEW BOARD
3	07.30.2019	XX	XX	PRELIMINARY BID SET
4	08.22.2019	XX	XX	DESIGN REVIEW BOARD
5	09.24.2019	XX	XX	REVISED CUP

No.	Date	Approv.	Description

Revisions

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Project Title

ARGENT

Sheet Title

LAYOUT & MATERIAL PLAN

Scale 3/32" = 1'-0"	Date 09/24/19
Drawn LT	Checked DN
Cad File	Sheet No. L100
Project No. 120917	

PLANT SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME	CONT
	AME GRA	AMELANCHIER X GRANDIFLORA `AUTUMN BRILLIANCE` / `AUTUMN BRILLIANCE` SERVICEBERRY	1.5" CAL.
	PIN FLE	PINUS FLEXILIS `VANDERWOLF`S PYRAMID` / VANDERWOLF`S PYRAMID PINE	12` - 14` HT
	POP TRE	POPULUS TREMULOIDES / QUAKING ASPEN	4" CAL
	PSE DOU	PSEUDOTSUGA MENZIESII / DOUGLAS FIR	12` - 14` HT

SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT
	COR KEL	CORNUS SERICEA `KELSEYI` / KELSEYI DOGWOOD	5 GAL
	COR STO	CORNUS STOLONIFERA / DOGWOOD	5 GAL
	MAH COM	MAHONIA AQUIFOLIUM `COMPACTA` / COMPACT OREGON GRAPE	5 GAL
	RHU GRO	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC	5 GAL
	RIB AUR	RIBES ALPINUM `AUREUM` / DWARF GOLDEN ALPINE CURRANT	5 GAL
	SAL PUR	SALIX PURPUREA `NANA` / DWARF ARCTIC WILLOW	5 GAL
	SAM CAE	SAMBUCUS CAERULEA / BLUE ELDERBERRY	5 GAL
	SYM ALB	SYMPHORICARPOS ALBUS / COMMON WHITE SNOWBERRY	5 GAL

GRASSES	CODE	BOTANICAL / COMMON NAME	CONT
	PAN HE2	PANICUM VIRGATUM `HEAVY METAL` / BLUE SWITCH GRASS	1 GAL

PERENNIALS	CODE	BOTANICAL / COMMON NAME	CONT
	CEN RUB	CENTRANTHUS RUBER / RED VALERIAN	1 GAL
	ECH BI3	ECHINACEA X `BIG SKY SUNDOWN` / BIG SKY SUNDOWN CONEFLOWER	1 GAL
	HEM MIX	HEMEROCALLIS / DAYLILY MIX	1 GAL
	RUD FUL	RUDBECKIA FULGIDA `GOLDSTRUM` / BLACK-EYED SUSAN	1 GAL

SOD/SEED	CODE	BOTANICAL / COMMON NAME	CONT	SPACING	QTY
	NAT GRA	NATIVE GRASS/WILDFLOWER MIX	SEED		12,145 SF

BUILDING
(SEE ARCHITECTURAL PLANS)

8060
8062
8064
8066
8068
8070
8072
8074
8076
8078
8080

0 10 20 30 feet
SCALE: 3/32" = 1'-0'

NORTH

1 PLANTING PLAN
3/32"=1'-0"

Client

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5	09.24.2019	XX	XX	REVISED CUP

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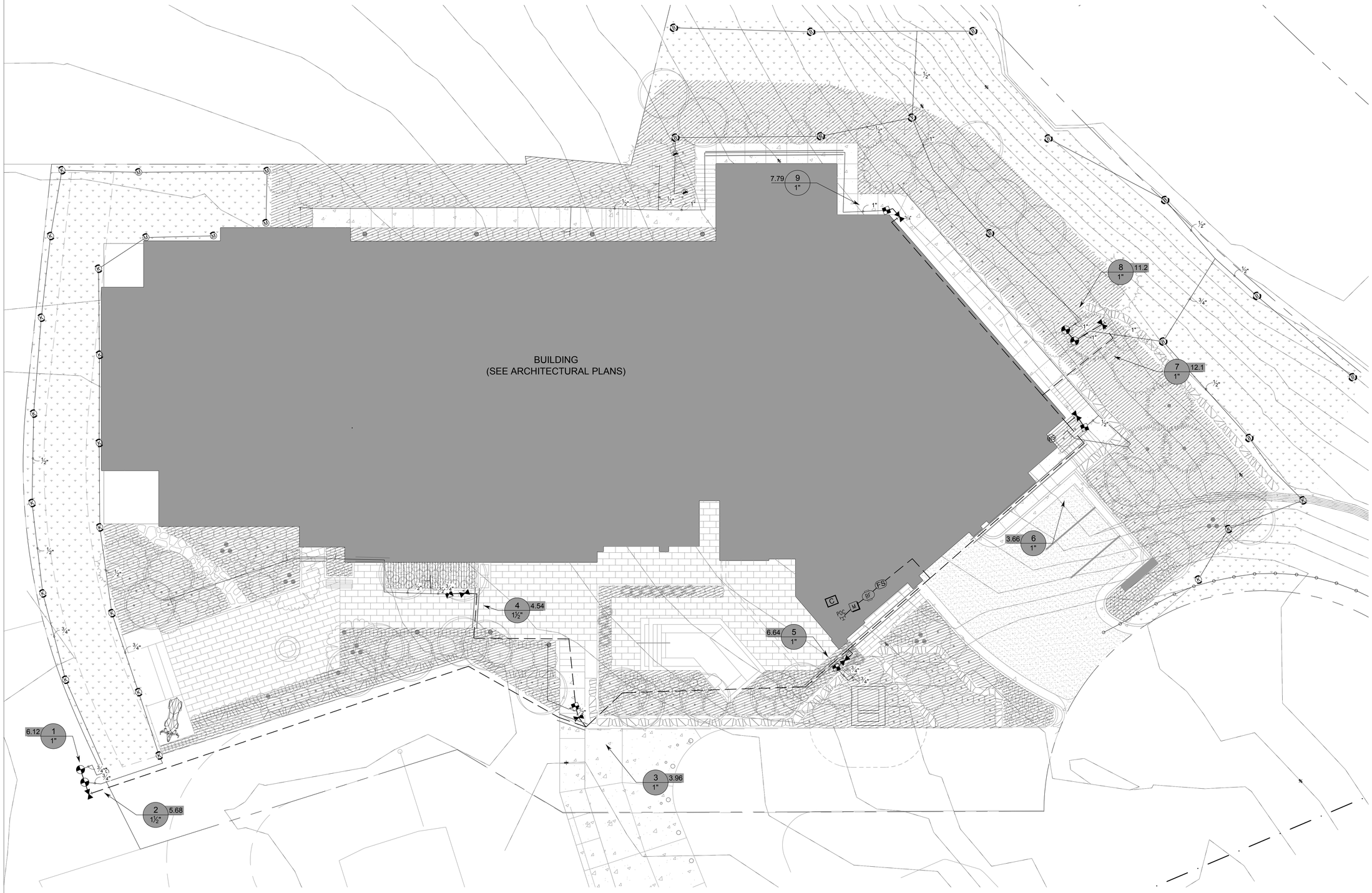
Project Title

ARGENT

Sheet Title

PLANTING PLAN

Scale 3/32" = 1'-0"	Date 09/24/19
Drawn LT	Checked DN
Cad File	Sheet No. L200
Project No. 120917	



1 IRRIGATION PLAN
3/32"=1'-0"

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5	09.24.2019	XX	XX	REVISED CUP

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Revisions

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Project Title

ARGENT

Sheet Title

IRRIGATION PLAN

Scale 3/32" = 1'-0"	Date 09/24/19
Drawn LT	Checked DN
Cad File	Sheet No. L300
Project No. 120917	

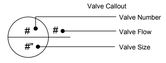
IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
LST RST SST	HUNTER MP STRIP PROS-12-PRS40-CV SHRUB ROTATOR, 12" (30.48 CM) POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE. LST=IVORY LEFT STRIP, SST=BROWN SIDE STRIP, RST=COPPER RIGHT STRIP, ON PRS40 BODY.	2	40
M L O	HUNTER MP1000 PROS-12-PRS40-CV SHRUB ROTATOR, 12" (30.48 CM) POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE. M=MAROON ADJ ARC 90 TO 210, L=LIGHT BLUE 210 TO 270 ARC, O=OLIVE 360 ARC ON PRS40 BODY.	5	40
K G R	HUNTER MP2000 PROS-12-PRS40-CV SHRUB ROTATOR, 12" (30.48 CM) POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE. K=BLACK ADJ ARC 90-210, G=GREEN ADJ ARC 210-270, R=RED 360 ARC ON PRS40 BODY.	28	40
B Y A	HUNTER MP3000 PROS-12-PRS40-CV SHRUB ROTATOR, 12" (30.48 CM) POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTARY NOZZLE. B=BLUE ADJ ARC 90-210, Y=YELLOW ADJ ARC 210-270, A=GRAY 360 ARC ON PRS40 BODY.	14	40

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	HUNTER ICZ-101-25 DRIP CONTROL ZONE KIT. 1" ICV GLOBE VALVE WITH 1" HY100 FILTER SYSTEM. PRESSURE REGULATION: 25PSI. FLOW RANGE: 2 GPM TO 20 GPM. 150 MESH STAINLESS STEEL SCREEN.	4
	HUNTER ICZ-151-40 DRIP CONTROL ZONE KIT. 1-1/2" ICV GLOBE VALVE WITH 1" HY100 FILTER SYSTEM. PRESSURE REGULATION: 40PSI. FLOW RANGE: 20 GPM TO 60 GPM. 120 MESH STAINLESS STEEL SCREEN. 1-1/2" INLET X DUAL 1" OUTLETS	1
	AREA TO RECEIVE DRIPLINE NETAFIM TLCV-06-18 TECHLINE PRESSURE COMPENSATING LANDSCAPE DRIPLINE WITH CHECK VALVE, 0.6 GPH EMITTERS AT 18" O.C. DRIPLINE LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. 17MM.	4,495 L.F.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	HUNTER ICV-G 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE.	4
	NIBCO T-113-K CLASS 125 BRONZE GATE SHUT OFF VALVE WITH CROSS HANDLE, SAME SIZE AS MAINLINE PIPE DIAMETER AT VALVE LOCATION. SIZE RANGE - 1/4" - 3"	7
BF	FEBCO 825Y 1" REDUCED PRESSURE BACKFLOW PREVENTER	1
FS	FLOWMEC QS200-15 1-1/2" 1-1/2" INSERTION FLOWMETER, SCHEDULE 80 PVC HOUSING. 0.55-82 GPM RANGE, MAX. OPERATING PRESSURE 150 PSI. 2-WIRE CONNECTOR W/ LED INDICATORS FOR POWER AND PULSE. STORAGE TEMPS -20 F TO +160 F.	1
M	WATER METER 1"	1
POC	POINT OF CONNECTION 1" TAP INTO POTABLE WATER LINE CONNECTION FROM FIRE RISER ROOM	1
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40	1,543 L.F.
	IRRIGATION MAINLINE: PVC SCHEDULE 40	370.9 L.F.

Valve Callout



CRITICAL ANALYSIS

Generated: 2019-08-22 15:20

P.O.C. NUMBER: 01
Water Source Information: TAP INTO POTABLE WATER LINE CONNECTION FROM FIRE RISER ROOM

FLOW AVAILABLE
Point of Connection Size: 1"
Flow Available: 20.24 gpm

PRESSURE AVAILABLE
Static Pressure at POC: 80.00 psi
Pressure Available: 80.00 psi

DESIGN ANALYSIS
Maximum Station Flow: 12.63 gpm
Flow Available at POC: 20.24 gpm
Residual Flow Available: 7.61 gpm

Critical Station: 7
Pressure Req. at Critical Station: 63.67 psi
Loss for Fittings: 0.34 psi
Loss for Main Line: 3.41 psi
Loss for POC to Valve Elevation: 0.00 psi
Loss for Backflow: 12.29 psi
Critical Station Pressure at POC: 79.71 psi
Pressure Available: 80.00 psi
Residual Pressure Available: 0.29 psi

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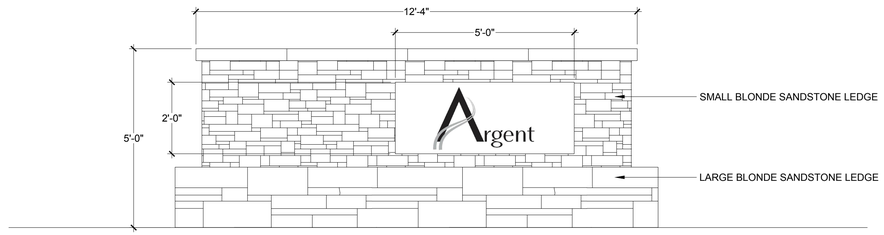
Project Title

ARGENT

Sheet Title

IRRIGATION SCHEDULE
& CRITICAL ANALYSIS

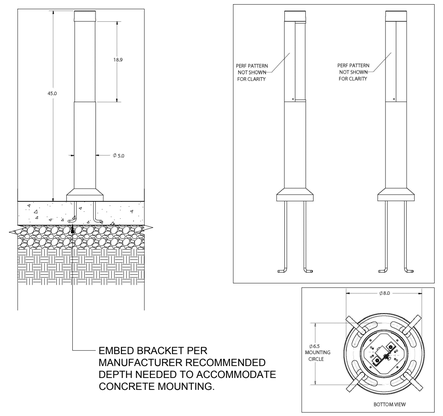
Scale N/A'	Date 09/24/19
Drawn LT	Checked DN
Cad File	Sheet No. L301
Project No. 120917	



1 MONUMENT SIGN

1/2" = 1'-0"

P-_G-SIT-01



2 LIGHT COLUMN BOLLARD MOUNT

1" = 1'-0"

P-_G-17

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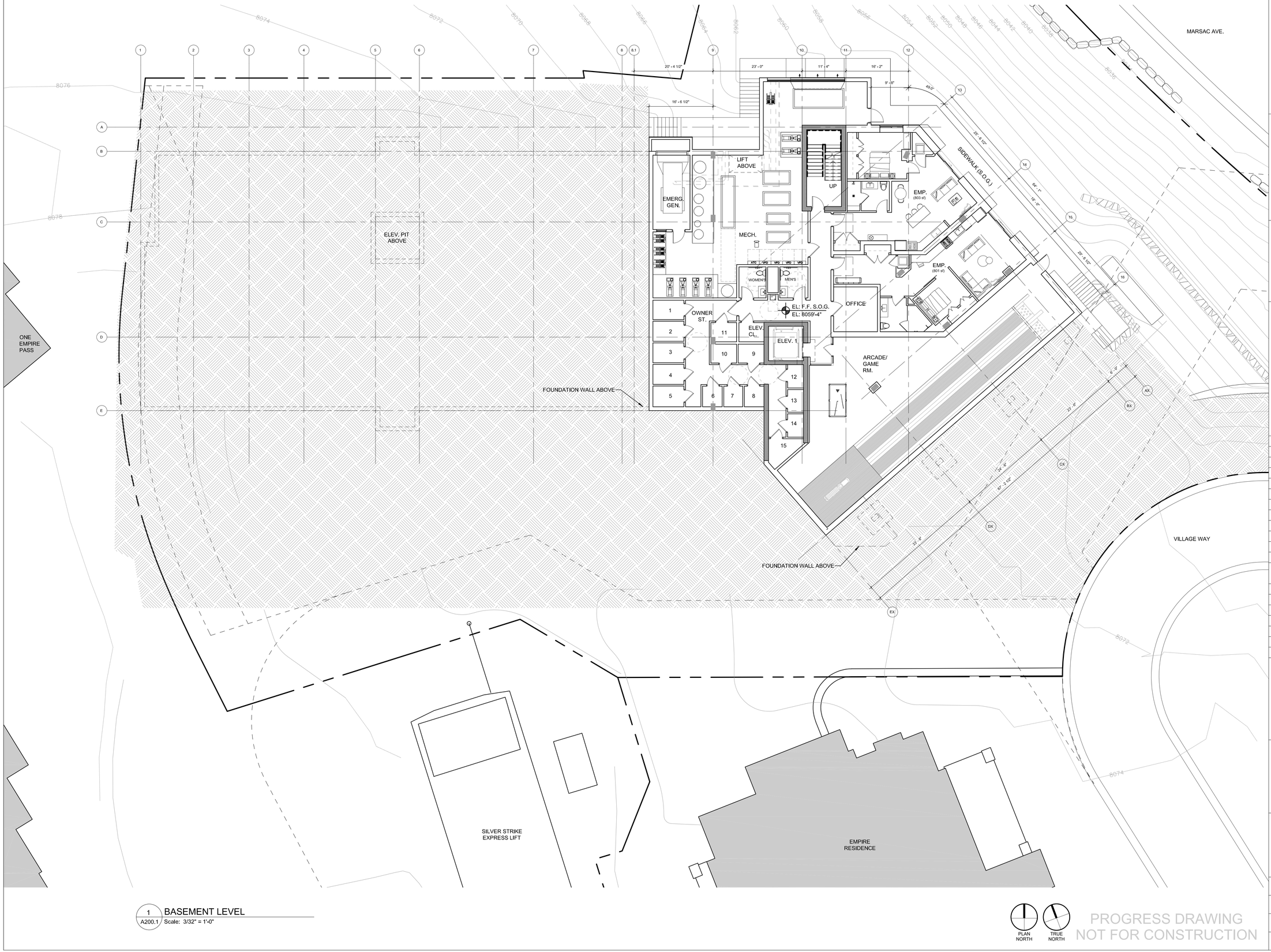
Project Title

ARGENT

Sheet Title

SITE DETAILS

Scale N/A	Date 09/24/19
Drawn LT	Checked DN
Cad File	Sheet No. L400
Project No. 120917	



1 A200.1 BASEMENT LEVEL
Scale: 3/32" = 1'-0"

PLAN NORTH

TRUE NORTH

PROGRESS DRAWING
NOT FOR CONSTRUCTION

Client

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Landscape Architect
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10 Exchange Place, Suite 112
Salt Lake City, Utah 84111
Phone: 801-532-4233
Contact: Dave Nicholas

Civil Engineer
Alliance Engineering Inc.
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Issues

No.	Date	Approv.	Description
1	09.24.2019		CONDITIONAL USE PERMIT

No.	Date	Approv.	Description

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Project Title

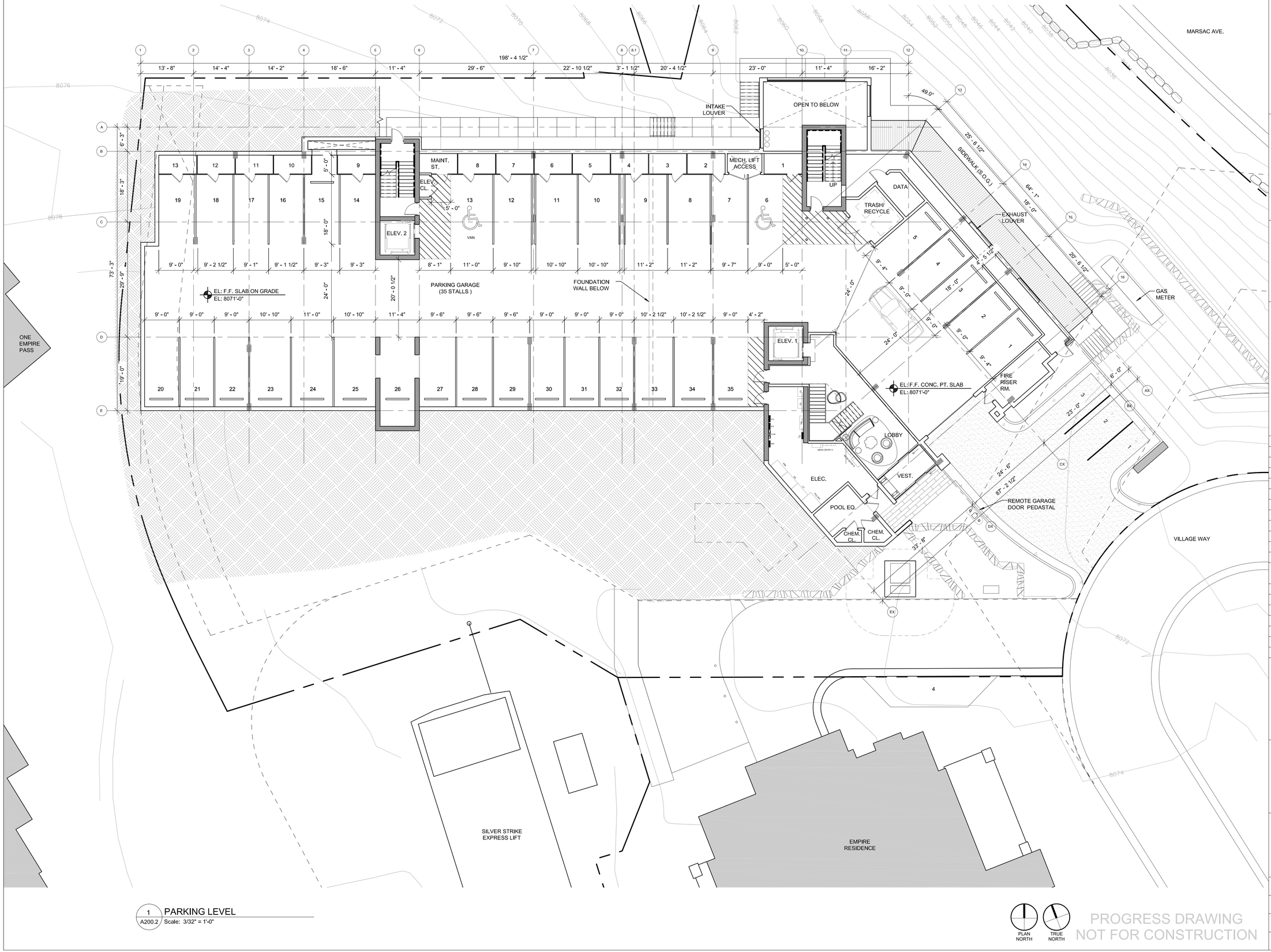
ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

BASEMENT LEVEL PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A200.1



1 PARKING LEVEL
A200.2 Scale: 3/32" = 1'-0"

PLAN NORTH

TRUE NORTH

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Project Title

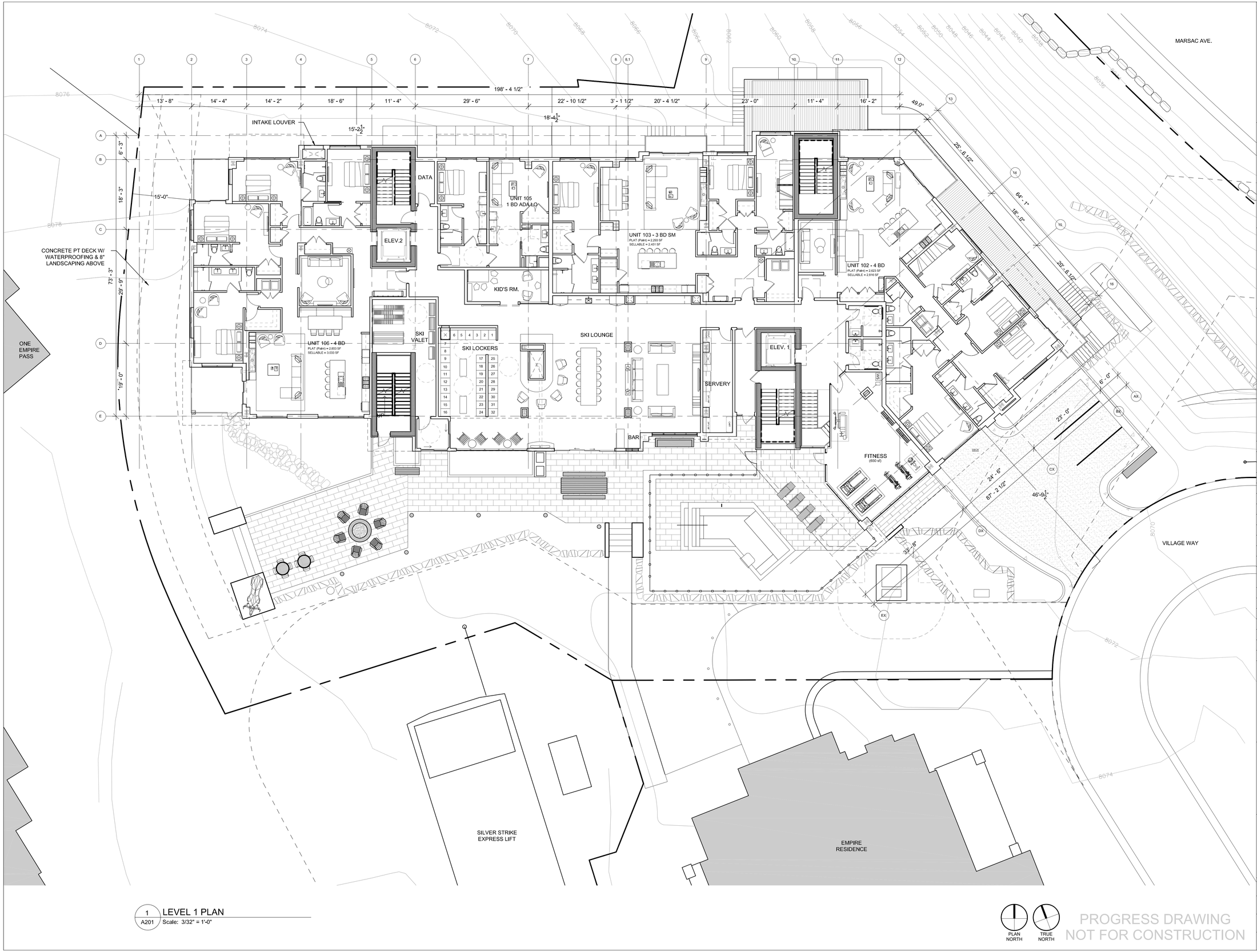
ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

PARKING LEVEL PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A200.2



1 / A201 LEVEL 1 PLAN
Scale: 3/32" = 1'-0"

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1	09.24.2019		CONDITIONAL USE PERMIT

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Project Title

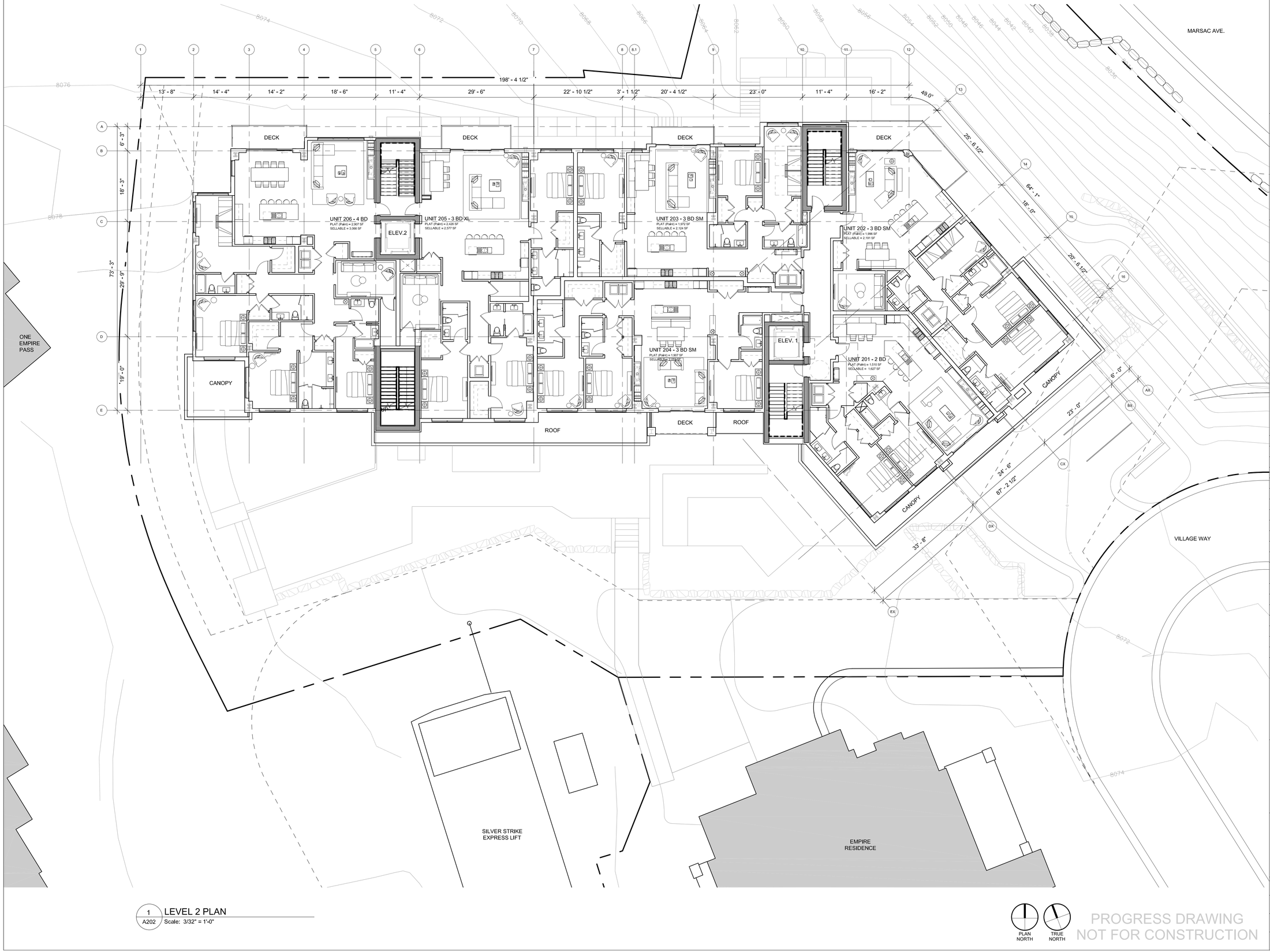
ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

LEVEL 1 PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A201



1 / A202 LEVEL 2 PLAN
Scale: 3/32" = 1'-0"

PLAN NORTH

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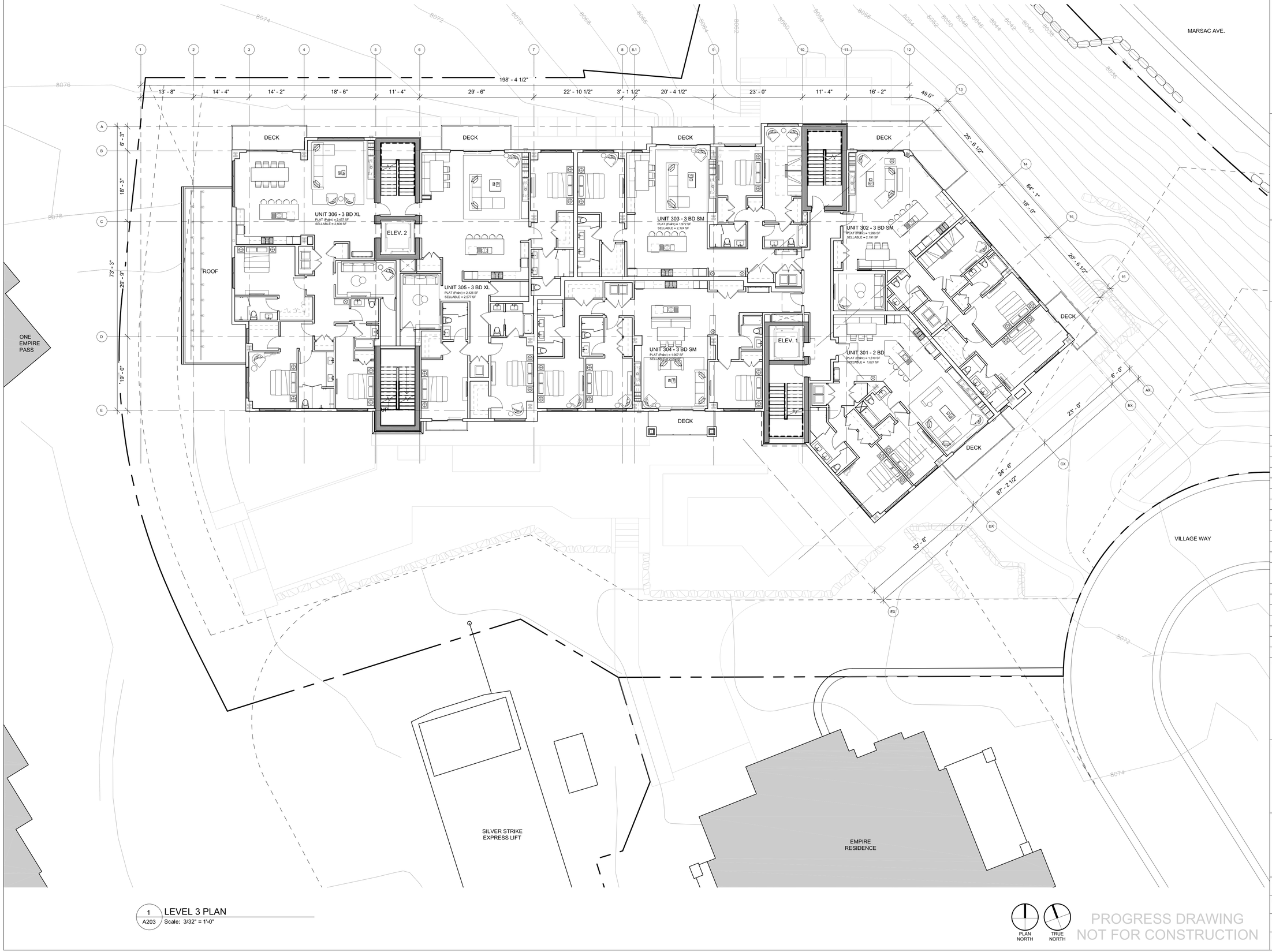
ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

LEVEL 2 PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A202



1 / A203 LEVEL 3 PLAN
Scale: 3/32" = 1'-0"

PLAN NORTH

TRUE NORTH

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1	09.24.2019		CONDITIONAL USE PERMIT

No.	Date	Approv.	Description

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Project Title

ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

LEVEL 3 PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A203



1 / A204 LEVEL 4 PLAN
Scale: 3/32" = 1'-0"

PLAN NORTH

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Project Title

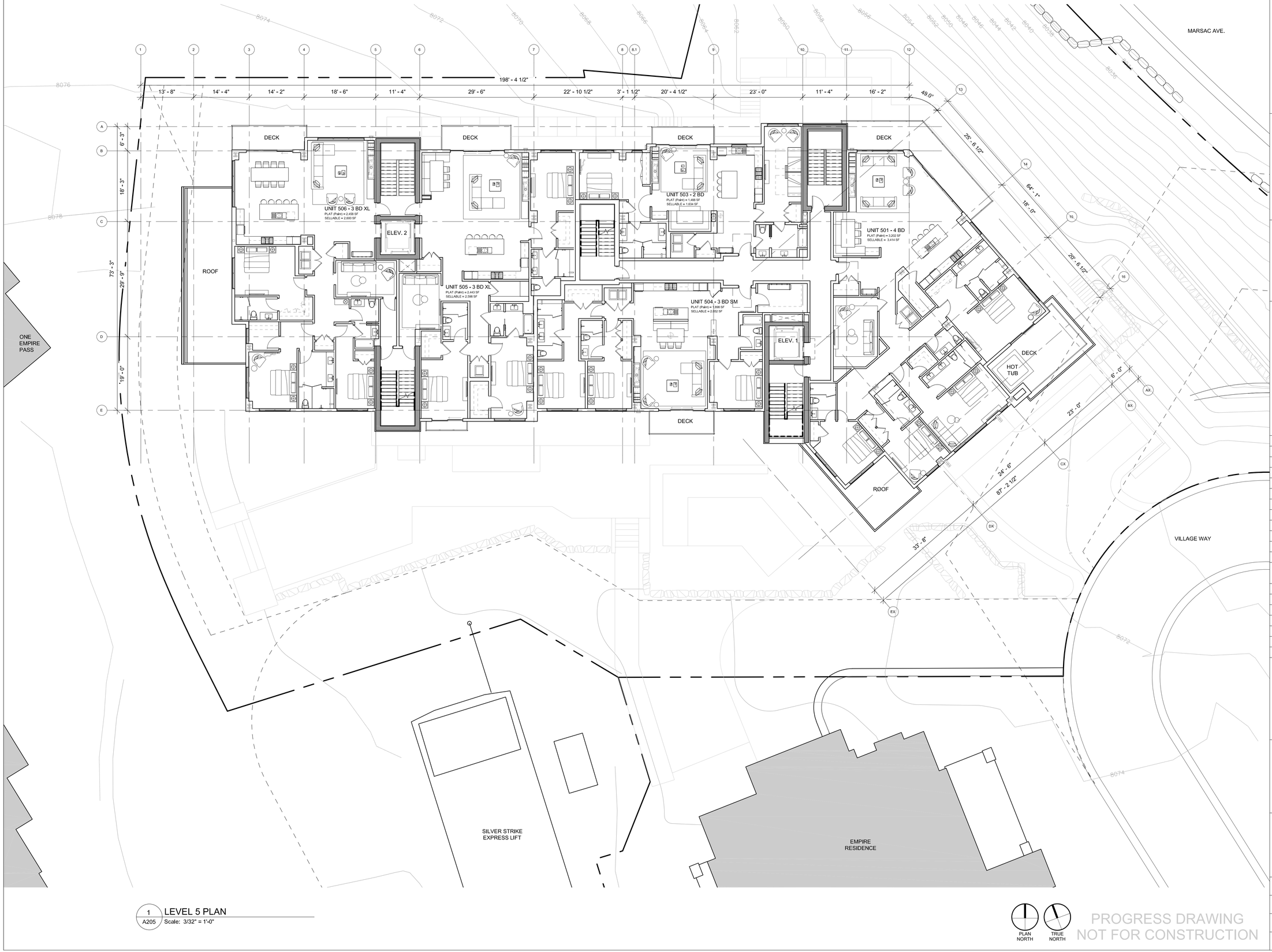
ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

LEVEL 4 PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A204



1 / A205 LEVEL 5 PLAN
Scale: 3/32" = 1'-0"

PLAN NORTH

TRUE NORTH

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Project Title

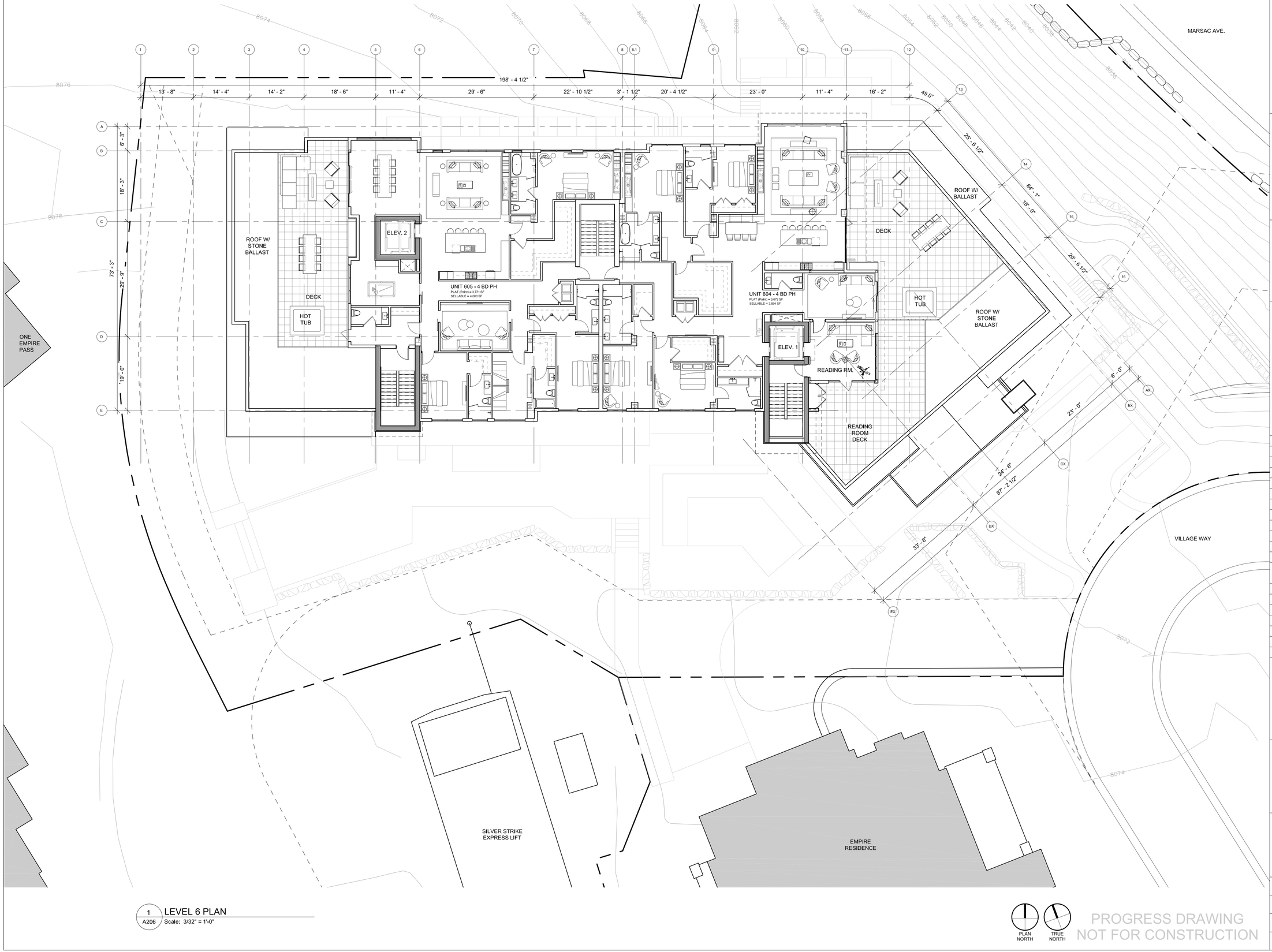
ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

LEVEL 5 PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A205



1 / A206 LEVEL 6 PLAN
Scale: 3/32" = 1'-0"

PLAN NORTH

TRUE NORTH

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1	09.24.2019		CONDITIONAL USE PERMIT

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Project Title

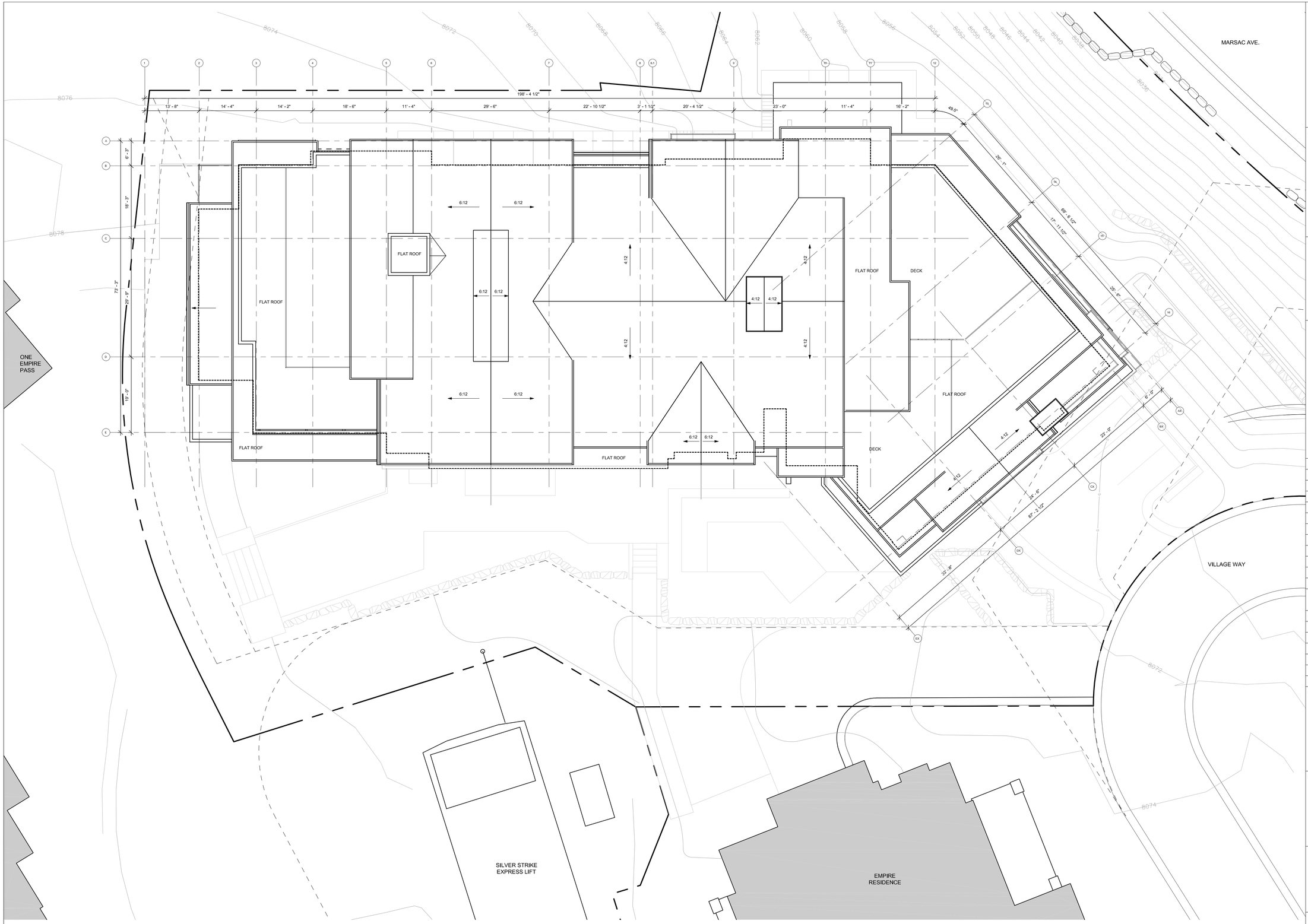
ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

LEVEL 6 PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A206



1 / A207 ROOF PLAN
Scale: 3/32" = 1'-0"

PLAN NORTH
TRUE NORTH

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No.	Date	Approv.	Description
1	09.24.2019		CONDITIONAL USE PERMIT

No.	Date	Approv.	Description

Revisions

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Project Title

ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

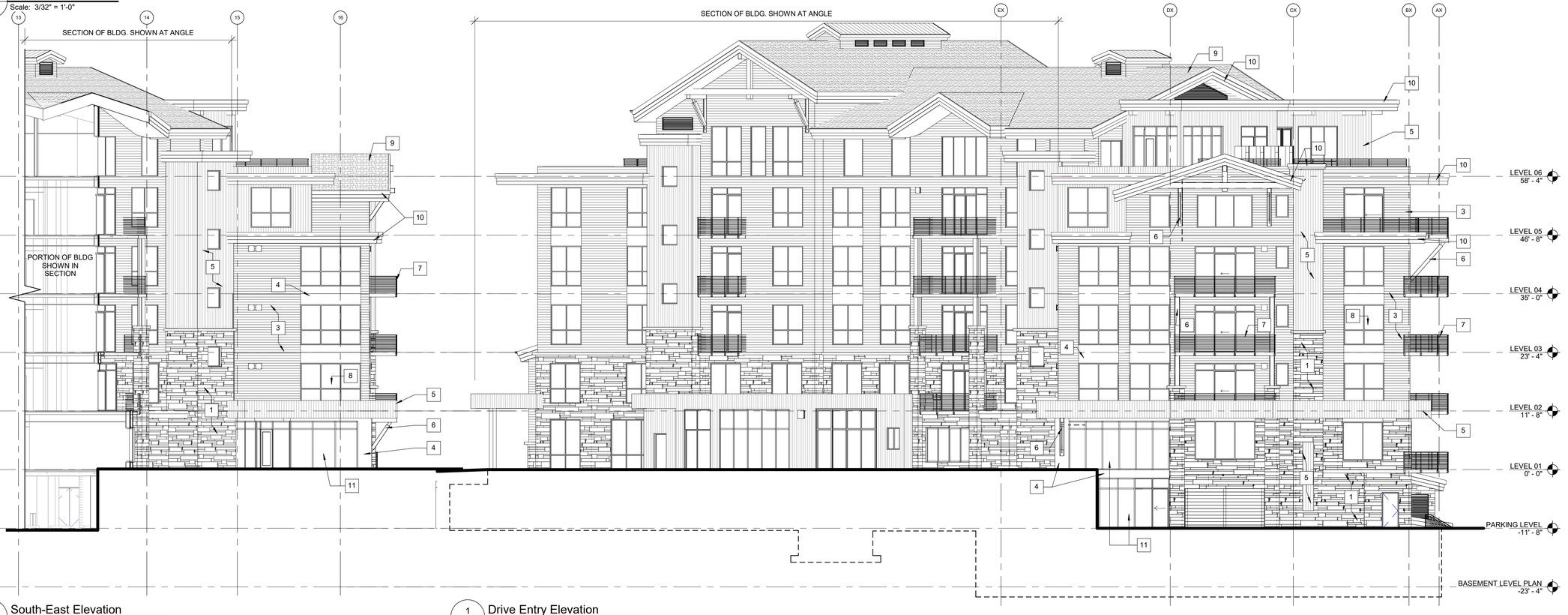
Sheet Title

ROOF PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A207



3 A301 **South Elevation**
Scale: 3/32" = 1'-0"



2 A301 **South-East Elevation**
Scale: 3/32" = 1'-0"

1 A301 **Drive Entry Elevation**
Scale: 3/32" = 1'-0"

KEYNOTES - EXTERIOR ELEVATIONS

1. 4" - 6" NATURAL STONE VENEER
2. 6" STONE SILL
3. FIBER CEMENT PANEL - HORIZONTAL (NICHIHA OR EQUAL)
4. INSULATED METAL PANEL
5. POWDER COATED CORRUGATED METAL PANEL
6. PAINTED STEEL BRACKETS
7. POWDER COATED STEEL RAILING
8. WOOD - ALUMINUM CLAD WINDOWS/DOORS W/ LOW E GLAZING
9. 40 YEAR ASPHALT SHINGLE
10. WOOD FASCIA
11. ALUMINUM STOREFRONT
12. STANDING SEAM METAL ROOF

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1	09.24.2019		CONDITIONAL USE PERMIT

No.	Date	Approv.	Description

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Project Title

ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

EXTERIOR ELEVATIONS

Scale: AS SHOWN	Date: 05.15.2019
Drawn: SM	Checked
Cad File	Sheet No.: A301
Project No.: 120917	

2019-09-26 11:44:13 AM



3 A301 **South Elevation**
Scale: 3/32" = 1'-0"



2 A301 **South-East Elevation**
Scale: 3/32" = 1'-0"

1 A301 **Drive Entry Elevation**
Scale: 3/32" = 1'-0"

KEYNOTES - EXTERIOR ELEVATIONS

1. 4" - 6" NATURAL STONE VENEER
2. 6" STONE SILL
3. FIBER CEMENT PANEL - HORIZONTAL (NICHIHA OR EQUAL)
4. INSULATED METAL PANEL
5. POWDER COATED CORRUGATED METAL PANEL
6. PAINTED STEEL BRACKETS
7. POWDER COATED STEEL RAILING
8. WOOD - ALUMINUM CLAD WINDOWS/DOORS W/ LOW E GLAZING
9. 40 YEAR ASPHALT SHINGLE
10. WOOD FASCIA
11. ALUMINUM STOREFRONT
12. STANDING SEAM METAL ROOF

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Project Title

ARGENT AT EMPIRE PASS

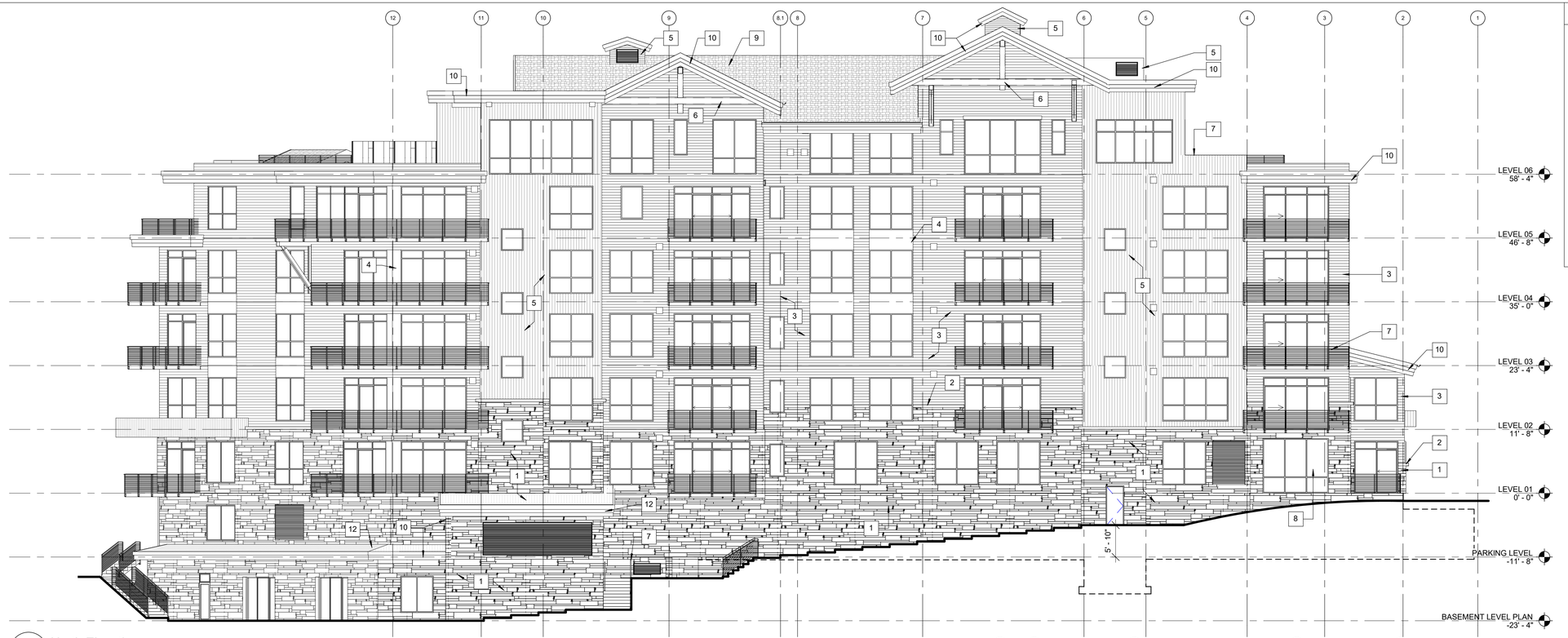
EMPIRE PASS LOT 2

Sheet Title

EXTERIOR ELEVATIONS

Scale: AS SHOWN	Date: 05.15.2019
Drawn: SM	Checked
Cad File	Sheet No. A301C
Project No. 120917	

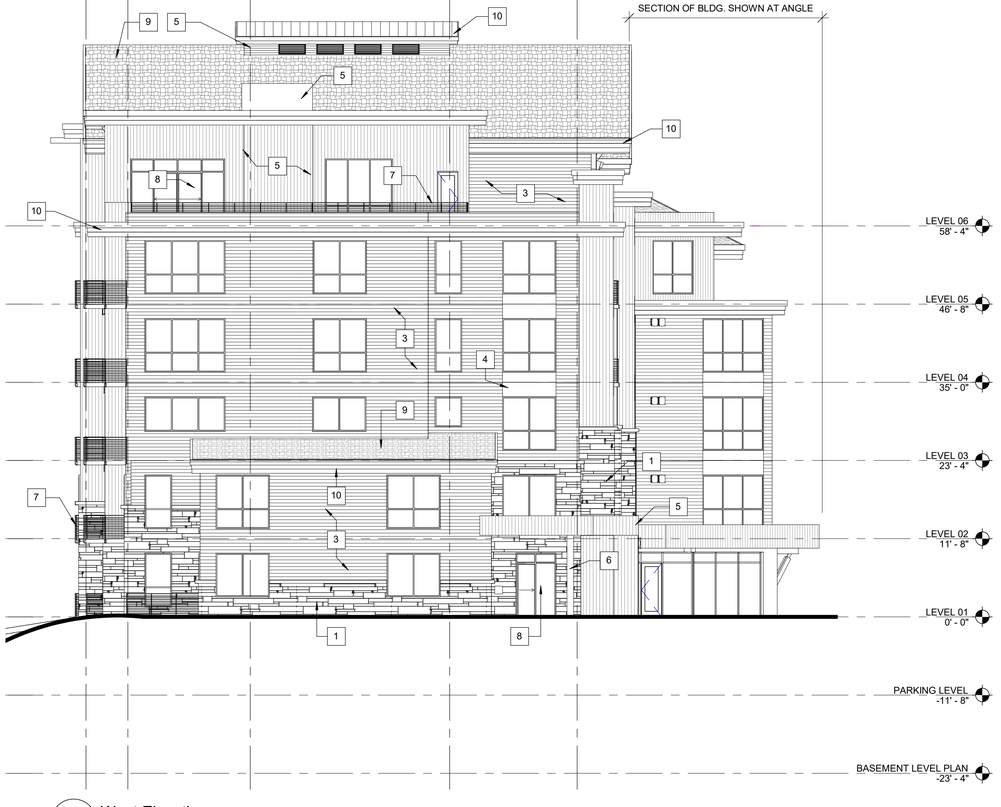
2019-09-26 11:43:04 AM



3 A302 **North Elevation**
Scale: 3/32" = 1'-0"



2 A302 **North-East Elevation**
Scale: 3/32" = 1'-0"



1 A302 **West Elevation**
Scale: 3/32" = 1'-0"

KEYNOTES - EXTERIOR ELEVATIONS

1. 4" - 6" NATURAL STONE VENEER
2. 6" STONE SILL
3. FIBER CEMENT PANEL - HORIZONTAL (NICHIHA OR EQUAL)
4. INSULATED METAL PANEL
5. POWDER COATED CORRUGATED METAL PANEL
6. PAINTED STEEL BRACKETS
7. POWDER COATED STEEL RAILING
8. WOOD - ALUMINUM CLAD WINDOWS/DOORS W/ LOW E GLAZING
9. 40 YEAR ASPHALT SHINGLE
10. WOOD FASCIA
11. ALUMINUM STOREFRONT
12. STANDING SEAM METAL ROOF

Client

east west partners

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Issues

No.	Date	Approv.	Description
1	09.24.2019		CONDITIONAL USE PERMIT

No.	Date	Approv.	Description

Revisions

Notes

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Project Title

ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

EXTERIOR ELEVATIONS

Scale: AS SHOWN	Date: 05.15.2019
Drawn: SM	Checked
Cad File	Sheet No.: A302
Project No.: 120917	

2019-09-26 11:38:14 AM



3 A302 **North Elevation**
Scale: 3/32" = 1'-0"



2 A302 **North-East Elevation**
Scale: 3/32" = 1'-0"



1 A302 **West Elevation**
Scale: 3/32" = 1'-0"

KEYNOTES - EXTERIOR ELEVATIONS

1. 4" - 6" NATURAL STONE VENEER
2. 6" STONE SILL
3. FIBER CEMENT PANEL - HORIZONTAL (NICHIHA OR EQUAL)
4. INSULATED METAL PANEL
5. POWDER COATED CORRUGATED METAL PANEL
6. PAINTED STEEL BRACKETS
7. POWDER COATED STEEL RAILING
8. WOOD - ALUMINUM CLAD WINDOWS/DOORS W/ LOW E GLAZING
9. 40 YEAR ASPHALT SHINGLE
10. WOOD FASCIA
11. ALUMINUM STOREFRONT
12. STANDING SEAM METAL ROOF

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Project Title

ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

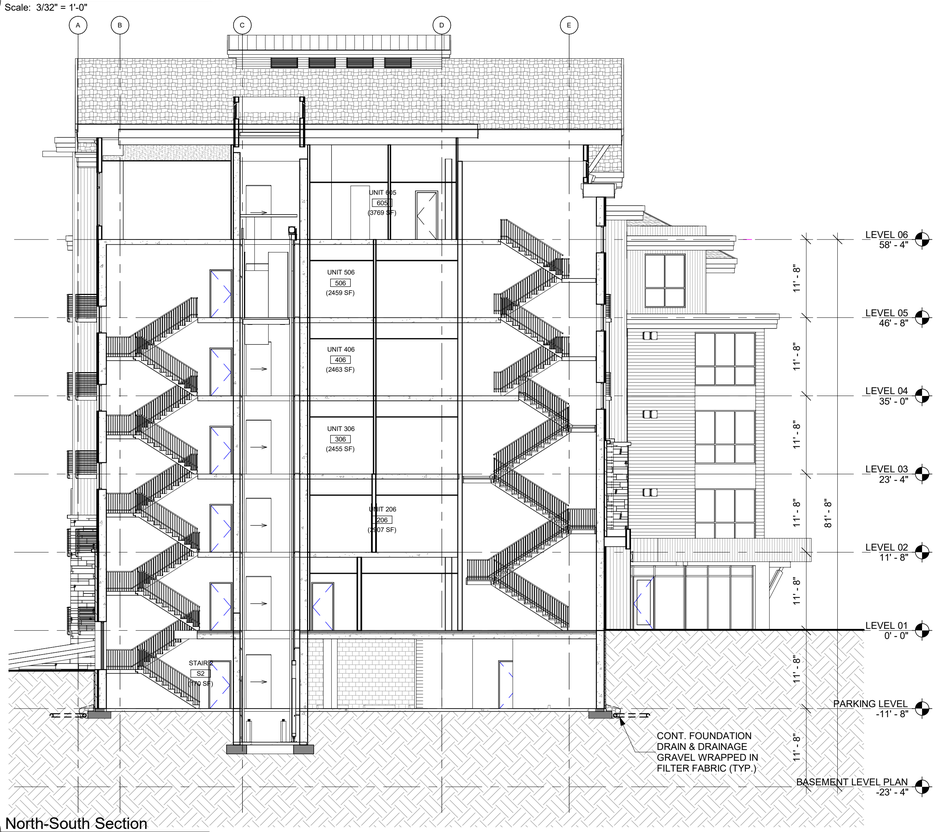
EXTERIOR ELEVATIONS

Scale: AS SHOWN	Date: 05.15.2019
Drawn: SM	Checked
Cad File	Sheet No. A302C
Project No. 120917	

2019-09-26 11:36:49 AM



1 / A401 East-West Section
Scale: 3/32" = 1'-0"



4 / A401 North-South Section
Scale: 3/32" = 1'-0"



3 / A401 North-South Section Through Amenity
Scale: 3/32" = 1'-0"

2019-09-24 11:26:40 AM

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Project Title

ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

Building Sections

Scale: 3/32" = 1'-0"	Date: 05.15.2019
Drawn: SM	Checked
Cad File	Sheet No.: A401
Project No.: 120917	



1 / A501 SOUTH ELEV. - VOLUMETRIC COMPLIANCE DIAGRAM
Scale: 3/32" = 1'-0"

PROGRESS DRAWING
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Project Title

ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

SOUTH ELEVATION MASSING DIAGRAM

Scale AS NOTED	Date
Drawn	Checked
Cad File	Sheet No. A501
Project No. 120917	



1 / A502 NORTH ELEV. - VOLUMETRIC COMPLIANCE DIAGRAM

Scale: 3/32" = 1'-0"

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Project Title

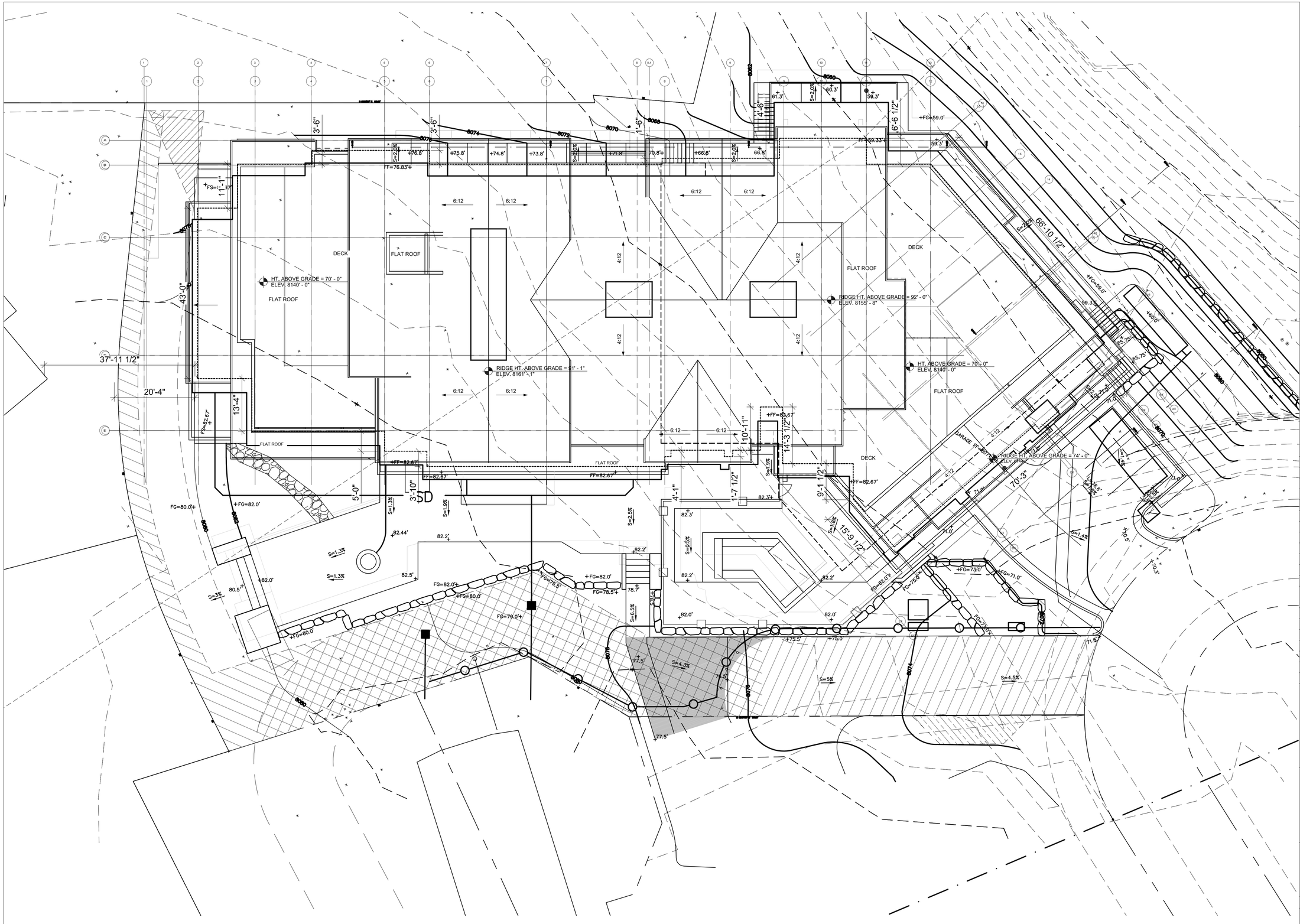
ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

NORTH ELEVATION MASSING DIAGRAM

Scale: AS NOTED	Date
Drawn	Checked
Cad File	Sheet No. A502
Project No. 120917	



1 / A503 ROOF PLAN W/ BLDG. OUTLINE AT GRADE
Scale: 3/32" = 1'-0"

PLAN NORTH

TRUE NORTH

PROGRESS DRAWING
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No.	Date	Approv.	Description
1	09.24.2019		CONDITIONAL USE PERMIT

No.	Date	Approv.	Description

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Project Title

ARGENT AT EMPIRE PASS

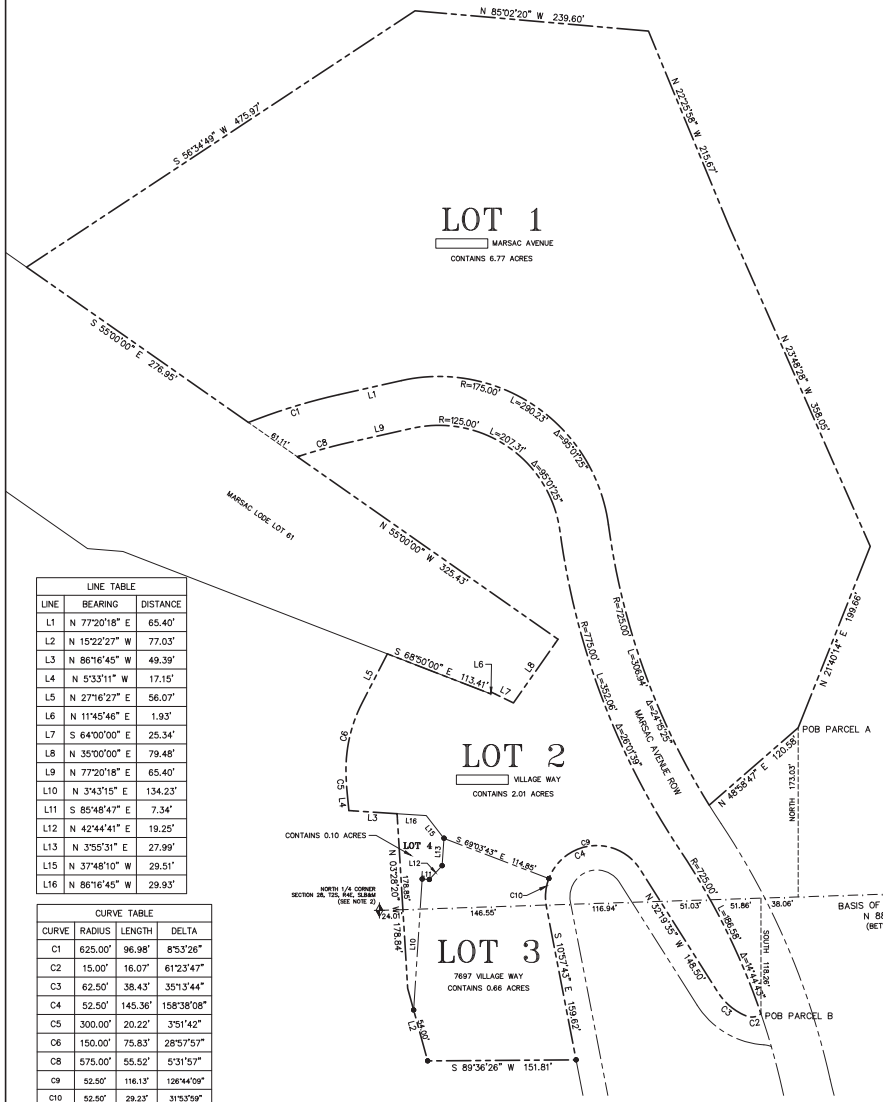
EMPIRE PASS LOT 2

Sheet Title

ROOF PLAN W/ BLDG. OUTLINE AT GRADE

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A503

EXHIBIT D



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 77°20'18" E	65.40'
L2	N 15°22'27" W	77.03'
L3	N 86°16'45" W	49.39'
L4	N 5°33'11" W	17.15'
L5	N 27°16'27" E	56.07'
L6	N 11°45'46" E	1.93'
L7	S 64°00'00" E	25.34'
L8	N 35°00'00" E	79.48'
L9	N 77°20'18" E	65.40'
L10	N 3°43'15" E	134.23'
L11	S 85°48'47" E	7.34'
L12	N 42°44'41" E	19.25'
L13	N 3°55'31" E	27.99'
L15	N 37°48'10" W	29.51'
L16	N 86°16'45" W	29.93'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	625.00'	96.98'	8°53'26"
C2	15.00'	16.07'	61°23'47"
C3	62.50'	38.43'	35°13'44"
C4	52.50'	145.36'	158°38'08"
C5	300.00'	20.22'	3°51'42"
C6	150.00'	75.83'	28°57'57"
C8	575.00'	55.52'	5°31'57"
C9	52.50'	116.13'	126°44'09"
C10	52.50'	29.23'	31°53'59"

LEGEND

● Set 5/8" rebar w/cap, "ALLIANCE ENGR/LS 154491" (Unless noted otherwise)

Street Address

SURVEYOR'S CERTIFICATE

PROFESSIONAL LAND SURVEYOR No.7248891 CHARLES GALATI State of Utah

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold Certificate No. 7248891, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plat is a correct representation of said survey.

BOUNDARY DESCRIPTION

PARCEL A

A parcel of land located in the South half of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 88°09'24" East 428.45 feet coincident with the section line and North 173.03 feet from a 3-1/4" diameter cap on an aluminum pipe at the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 48°58'47" West 120.58 feet to a point on a non tangent curve to the right having a radius of 725.00 feet, of which the radius point bears North 58°06'17" East, said point being on the easterly boundary of Marsac Avenue Right of Way, recorded June 28, 2002, as Entry No. 623451, in the Office of the Recorder, Summitty County, Utah; thence coincident with Marsac Avenue Right of Way the following four (4) courses: 1) northerly along the arc of said curve 306.94 feet through a central angle of 24°15'25" to a point of reverse curve to the left having a radius of 175.00 feet, of which the radius point bears South 82°21'42" West; thence (2) northwesterly along the arc of said curve 290.23 feet through a central angle of 95°01'25"; thence 3) South 77°20'18" West 65.40 feet to a point on a curve to the left having a radius of 625.00 feet, of which the radius point bears South 12°39'42" East; thence 4) along the arc of said curve 96.98 feet through a central angle of 08°53'26" to a point on the northerly boundary of the Marsac Mining Claim, recorded survey number S-6414, in the Office of the Recorder, Summitty County, Utah; thence coincident with said boundary North 55°00'00" West 276.95 feet; thence North 56°34'49" East 475.97 feet; thence South 85°02'20" East 239.60 feet; thence South 22°25'58" East 215.67 feet; thence South 23°48'28" East 358.05 feet; thence South 21°40'14" West 199.66 feet to the point of beginning.

PARCEL B

A parcel of land located in the northeast quarter of Section 28 and the southeast quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 88°09'24" East 390.39 feet coincident with the section line and South 118.26 feet from a 3-1/4" diameter cap on an aluminum pipe at the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being at the intersection of Village Way, The Village At Empire Pass, Phase 1, recorded November 24, 2004, as Entry No. 718034 in the Office of the Recorder, Summit County, Utah, and Marsac Avenue Right of Way, recorded June 28, 2002, as Entry No. 623451 in the Office of the Recorder, Summit County, Utah, said point also being on a curve to the right having a radius of 15.00 feet, of which the radius point bears North 38°57'06" West; and running thence coincident with Village Way, the following five (5) courses: 1) westerly along the arc of said curve 16.07 feet through a central angle of 61°23'47" to a point of compound curve to the right having a radius of 62.50 feet, of which the radius point bears North 22°26'41" East; thence 2) northwesterly along the arc of said curve 38.43 feet through a central angle of 35°13'44"; thence 3) North 32°19'35" West 148.50 feet to a point on a curve to the left having a radius of 52.50 feet, of which the radius point bears South 57°40'25" West; thence 4) along the arc of said curve 145.36 feet through a central angle of 158°38'08"; thence 5) South 10°57'43" East 159.62 feet to the northerly boundary of Lot 8, The Village At Empire Pass, Phase 1; thence coincident with said Lot 8 South 89°36'26" West 151.81 feet; thence North 15°22'27" West 77.03 feet; thence North 03°28'20" West 178.84 feet; thence North 86°16'45" West 49.39 feet, said point being on the easterly boundary of The Village At Empire Pass West Side, recorded August 12, 2005, as Entry No. 746744 in the Office of the Summit County Recorder; and running thence coincident with said easterly boundary the following four (4) courses: 1) North 05°33'11" West 17.15 feet to a point on a curve to the right having a radius of 300.00 feet, of which the radius point bears North 84°26'49" East; thence 2) along the arc of said curve 20.22 feet through a central angle of 03°51'42" to a point of compound curve to the right having a radius of 150.00 feet, of which the radius point bears North 88°18'30" East; thence 3) northerly along the arc of said curve 75.83 feet through a central angle of 28°57'57"; thence 4) North 27°16'27" East 56.07 feet to a point on the southerly boundary of Lot 61, Marsac Mining Claim, recorded survey number S-6414 in the Office of the Summit County Recorder; thence coincident with said boundary the following five (5) courses: 1) South 68°50'00" East 113.41 feet; thence 2) North 11°45'46" East 1.93 feet; thence 3) South 64°00'00" East 25.34 feet; thence 4) North 35°00'00" East 79.48 feet; thence 5) North 55°00'00" West 325.43 feet to a point on a non tangent curve to the right having a radius of 575.00 feet, of which the radius point bears South 18°11'39" East, said point being on Marsac Avenue Right of Way; thence coincident with Marsac Avenue Right of Way the following five (5) courses: 1) easterly along the arc of said curve 55.52 feet through a central angle of 05°31'57"; thence 2) North 77°20'18" East 65.40 feet to a point on a curve to the right having a radius of 125.00 feet, of which the radius point bears South 12°39'42" East; thence 3) along the arc of said curve 207.31 feet through a central angle of 95°01'25" to a point of reverse curve to the left having a radius of 775.00 feet, of which the radius point bears North 82°21'42" East; thence 4) southerly along the arc of said curve 352.06 feet through a central angle of 26°01'39" to a point of reverse curve to the right having a radius of 725.00 feet, of which the radius point bears South 56°20'03" West; thence 5) southeasterly along the arc of said curve 186.58 feet through a central angle of 14°44'43" to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that REDUS Park City LLC, the undersigned owner of the herein described tract of land, to be known hereafter as VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat. In witness whereof, the undersigned set his hand this _____ day of _____, 2017.

REDUS Park City LLC, a Delaware limited liability company

By: REDUS Properties, Inc., a Delaware corporation Its: manager.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of _____:

ss:

County of _____:

On this _____ day of _____ 2017, David Ash personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, David Ash acknowledged to me that he is an authorized signatory of the herein described tract of land, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

_____ _____

A Notary Public commissioned in Utah Printed Name

Residing in: _____

My commission expires: _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that EMPIRE RESIDENCES, LLC, the undersigned owner of the herein described tract of land, to be known hereafter as VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat. In witness whereof, the undersigned set his hand this _____ day of _____, 2017.

EMPIRE RESIDENCES LLC, a Delaware limited liability company

By: EMPIRE RESIDENCES LLC, a Delaware limited liability company Its: manager.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of _____:

ss:

County of _____:

On this _____ day of _____ 2017, _____ personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Harrison Horn acknowledged to me that he is an authorized signatory of the herein described tract of land, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

_____ _____

A Notary Public commissioned in Utah Printed Name

Residing in: _____

My commission expires: _____

VILLAGE AT EMPIRE PASS NORTH SUBDIVISION

LOCATED IN THE SOUTH HALF OF SECTION 21 & THE NORTH HALF OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

5/3/17 JOB NO.: 12-2-16 FILE: X:\Empire\dwg\srv\plat2016\120216-VAEP North Sub

(435) 649-9467
Alliance Engineering
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____
DAY OF _____, 2017
BY _____
S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____
DAY OF _____, 2017
BY _____
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____
DAY OF _____, 2017
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2017
BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2017
BY _____
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY
OF _____, 2017
BY _____
PARK CITY RECORDER

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
DATE _____ TIME _____ ENTRY NO. _____
_____ _____
FEE RECORDER

TES:

This plat is subject to the Conditions of Approval in Ordinance 2017-____.

The position of the north ¼ corner of Section 28, Township 2 South Range 4 East SLBM, as shown on this survey, is from the dependent re-survey of Section 28, 29, 31, 22 & 33 performed by Robinson, Biehn & Biehn Inc. in 2000 (Rec.# S-3819, Summit County Recorder's Office).

Conditional use permit approval will be required prior to construction on each of the development lots shown hereon.

A declaration of condominium and a record condominium map will be required for the purpose of the sale of individual units within the development lots shown hereon.

The lots described on this plat are subject to the Restated Development Agreement for Flagstaff Mountain, Bonanza Flat, Richardson Flat, the 20-Acre Quinn's Junction Parcel and Iron Mountain dated as of May 2, 2007, and recorded on March 2, 2007, as Entry No. 00806100 in Book 1850, Page 1897 (the "Development Agreement"). By separate Declaration of Payment and Development Covenants, recorded October 4, 2016, as Entry No. 01055133 in the official records of the Summit County Recorder, as amended, Lot 3 has been allocated the right to develop 24.5 Unit Equivalents within no more than 21 dwelling units and the obligation to locate 1.1 Affordable Unit Equivalents thereon, as each of those capitalized terms is defined in the Development Agreement. Lot 2 has been allocated the obligation to locate 2.0 Affordable Unit Equivalents thereon and Lot 1 has no on-site affordable housing obligations. The allocation of Unit Equivalents to Lot 2 and Lot 1 may be done at a future date by a separate recorded document. No Unit Equivalents will be allocated to Lot 4, which is to be used in connection with resort and similar activities. No lot within this plat has been allocated any commercial Unit Equivalents.

The Empire Pass Master Owners Association, Inc. (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass, as amended ("Master Declaration"), requires the membership of each lot or unit owner. Members are subject to the terms of its articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.

Owners and potential buyers of any unit or land within the lots depicted on this plat are given notice that they own or are buying property in a resort area in which all-season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by errant skiers, mountain bikers and other resort patrons, equipment, machine-made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that may affect the properties depicted hereon. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilities is governed by such owner or agreements with such owner.

The owner of Lot 3 hereby grants a non-exclusive resort and access easement over the approximately west twenty feet (20') of Lot 3, as depicted on this plat as the "Cable UDOT Setback" for the benefit of Lot 4 to allow ski lift maintenance access and the right to conduct resort activities, including to locate movable safety fences.

This plat also depicts the following easements, each of which may be amended, relocated or revised, without amendment hereto, in accordance with each such easement's terms:

a. Agreement and Covenant of Cooperation (Ski Access/Storm Drainage), Entry No. 665956, Summit County Recorder's Office which affects Lot 2 and Lot 3 of this plat.

b. Right-Of-Way and Easement Grant (Gas Utility), Entry No. 755686, Summit County Recorder's Office; potentially affects Lot 2 and Lot 3.

c. Grant of Access Easement (Sewer Utility), Entry No. 850350, Summit County Recorder's Office, affects Lot 2.

d. Grant of Easement (Sewer Utility), Entry No. 716688, Summit County Recorder's Office, affects Lot 2.

e. Grant of Easement (Storm Drain Facilities), Entry No. 716459, Summit County Recorder's Office, affects Lot 3.

f. Reciprocal Easement Agreement (Resort and Access) to be recorded in advance of or contemporaneously with this plat in the Summit County Recorder's Office, affects Lot 2, Lot 3 and Lot 4, and describes the use of Easement Area A, Easement Area B, Easement Area C and Easement Area D.

Public safety access and public utility easements are hereby dedicated for all public and private roadways and emergency access roads.

The property is located within a water source protection zone. All sewer construction must comply with the State of Utah drinking water regulations.

A ten foot (10') wide snow storage easement is hereby dedicated to the Master Association along the frontage of all lots.

Wastewater service to the Village at Empire Pass North Subdivision shall be provided by The Snyderville Basin Water Reclamation District. A Line Extension Agreement with the District may be required for Lots 1 & 2. It shall be the responsibility of the Owner of each lot to extend the public wastewater system within the lot being developed according to the requirements of the Line Extension Agreement.

Village Way is a private road to be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration. Village Way is not a public road or right-of-way.

A UDOT Conditional Access Permit or city permit, depending upon the ownership of Marsac Avenue, will be required prior to construction on Lot 1 and for vehicle access to Lot 2 directly from Marsac Avenue.

Fire sprinklers will be required within all dwellings constructed on the lots.

Ski Easement Note: 5' Ski and Pedestrian Easement in favor of Lot 4 for resort operations and trail maintenance and for purpose of providing property owners, invitees and guests of One Empire Pass Condominium with ski and pedestrian access to and from adjoining skiways.

Ski Buffer Note: 10' Skiway Buffer Zone in favor of Lot 4 providing that without prior written consent of owner of Lot 4:

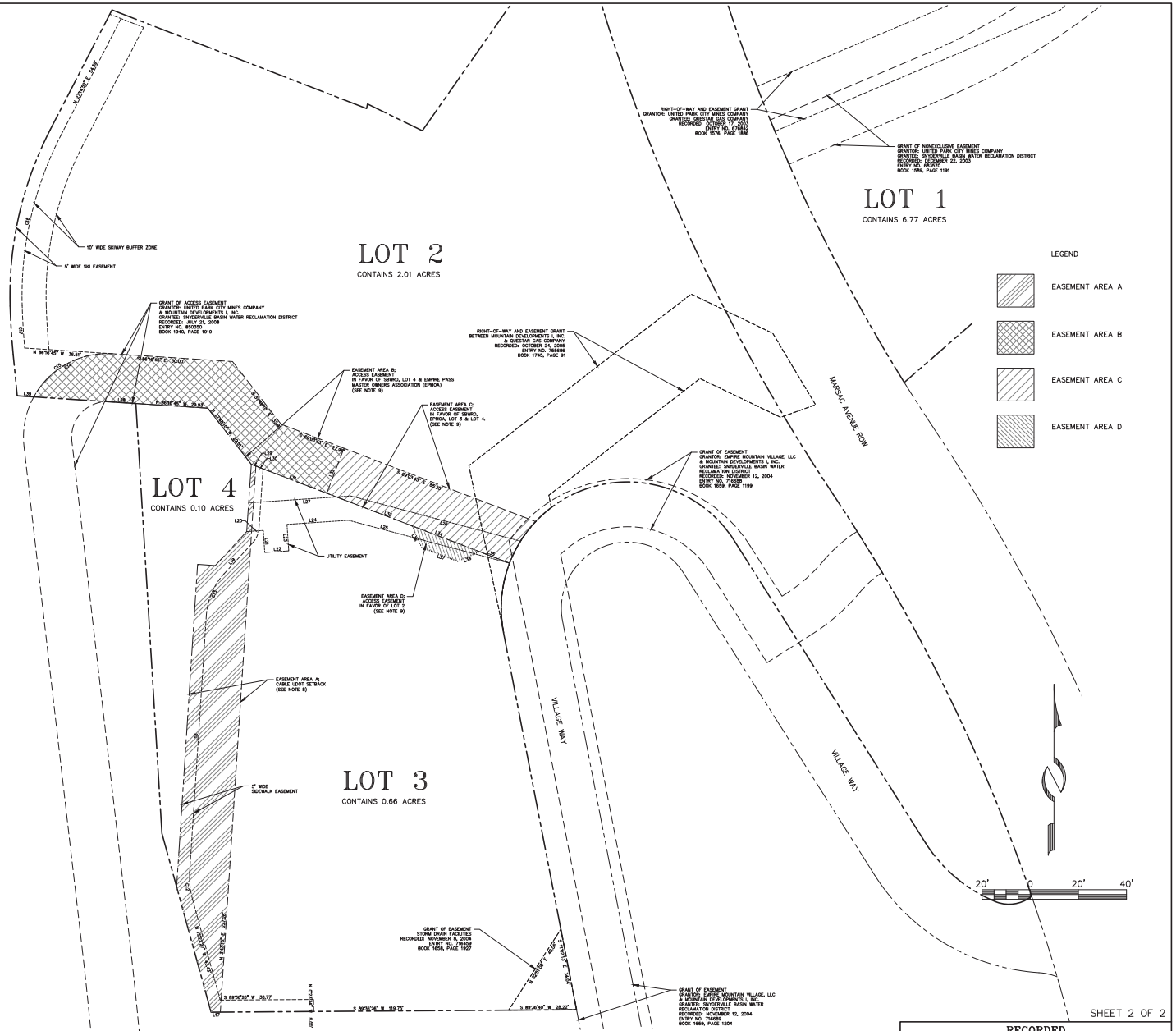
a. no above-ground building or landscaping obstructions may be constructed in the Skiway Buffer Zone.

b. no trees or other above-ground landscaping obstructions may be maintained in the Skiway Buffer Zone.

The owner of Lot 2 hereby grants a non-exclusive resort and access easement over the western edge of the property as depicted on this plat as the "5' Wide Ski Easement". This easement is for the benefit of Lot 4 for resort operations and trail maintenance and for the benefit of VEPWS Lot 15 property owners, invitees and guests for purposes of ski and pedestrian access.

The owner of Lot 2 hereby grants a non-exclusive easement near the western edge of the property as depicted on this plat as the "10' Skiway Buffer Zone". This easement is for the benefit of Lot 4 providing that without prior written consent of owner of Lot 4 no above-ground building, trees or other landscaping obstructions may be constructed or maintained in the Skiway Buffer Zone.

At the time of plat recording, Lot 1 includes lands within the Empire Village MPD in the RD Zone and additional lands within the ROS Zone. Future land uses on Lot 1 shall conform to requirements of applicable zoning regulations for the different portions on the property.



SHEET 2 OF 2

(435) 649-9467
Alliance Engineering
ULTING ENGINEERS LAND PLANNERS SURVEYORS
n Street P.O. Box 2664 Park City, Utah 84060-2664

VILLAGE AT EMPIRE PASS NORTH SUBDIVISION

LOCATED IN THE SOUTH HALF OF SECTION 21 & THE NORTH HALF OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

5/3/17 JOB NO.: 12-2-16 FILE: X:\Empire\dwg\srv\plat2016\120216-VAEP North Sub

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
DATE _____ TIME _____ ENTRY NO. _____
_____ _____
FEE RECORDER

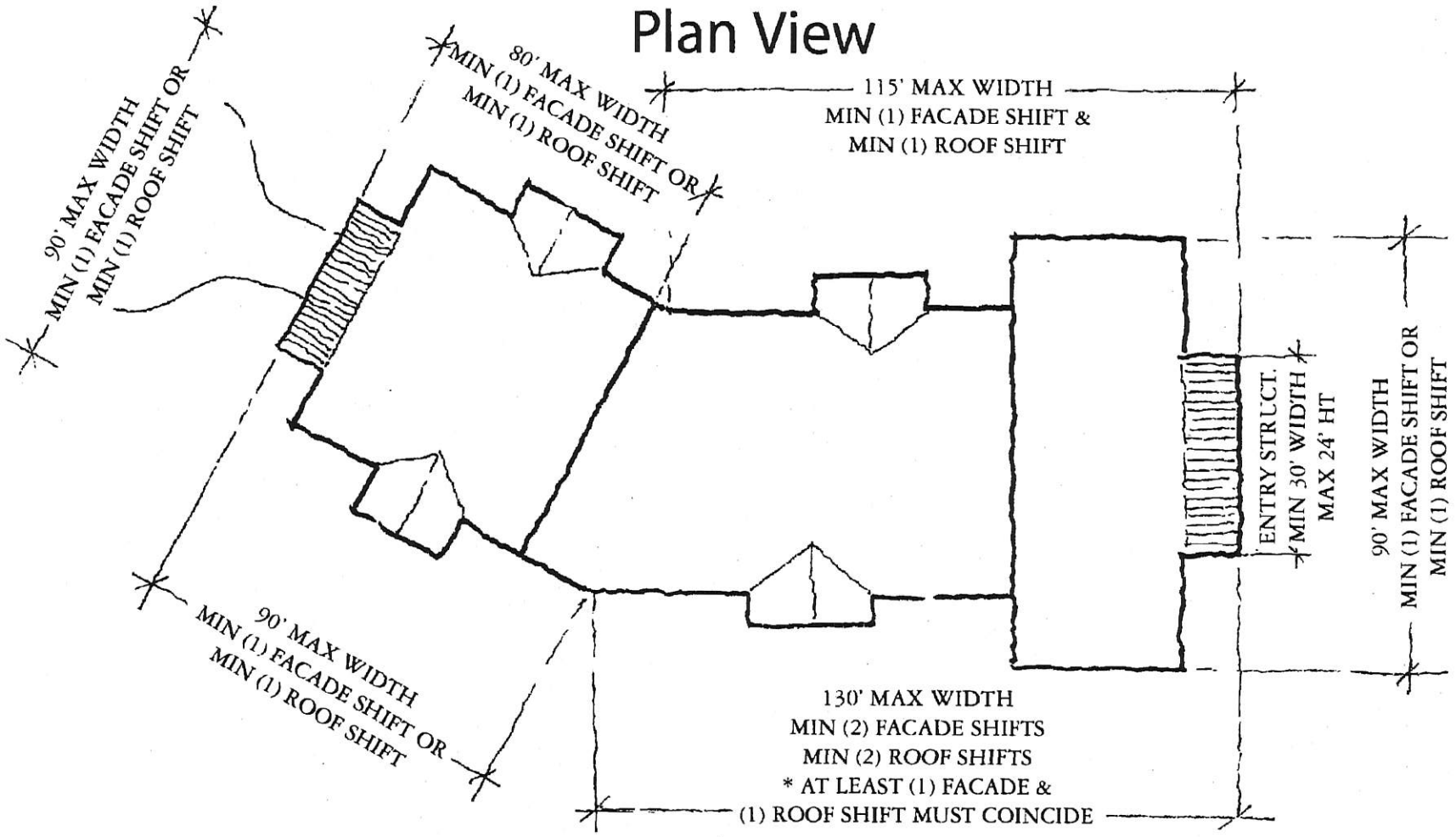
Exhibit E

Village at Empire Pass MPD approval July 28, 2004 (link)

Exhibit F

Development Agreement (2007) (link)

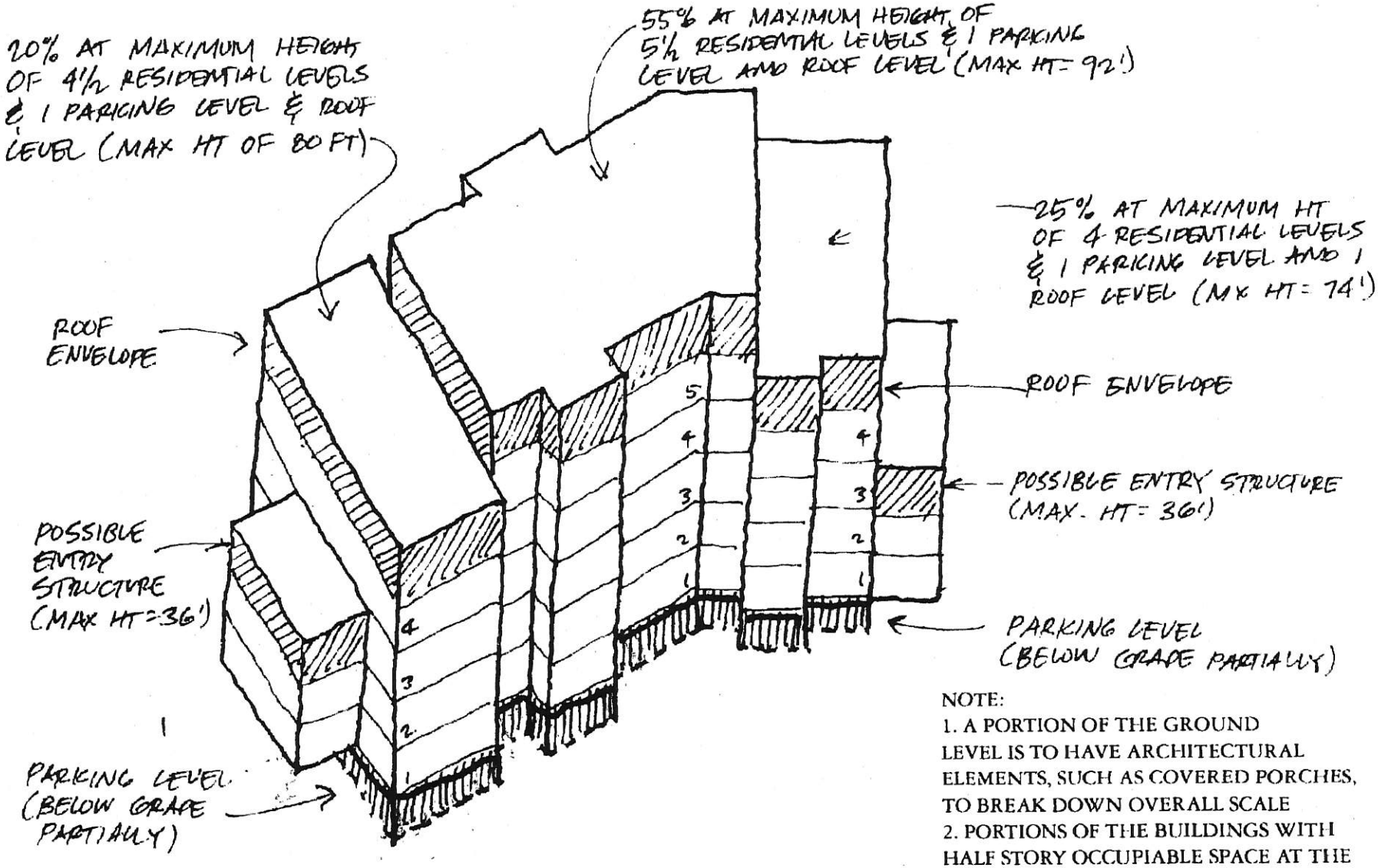
Building 4 Volumetrics
Plan View



NOTES:
1. WHERE (1) FACADE SHIFT IS REQUIRED IT MUST BE >10'
2. WHERE (2) FACADE SHIFTS ARE REQUIRED THE SUM TOTAL MUST BE >16'
3. WHEN BUILDING LENGTH EXCEEDS 120' AT LEAST (1) FACADE AND (1) ROOF SHIFT MUST COINCIDE

JUNE 17, 2004

Building 4 Volumetrics
Isometric View



NOTE:
1. A PORTION OF THE GROUND LEVEL IS TO HAVE ARCHITECTURAL ELEMENTS, SUCH AS COVERED PORCHES, TO BREAK DOWN OVERALL SCALE
2. PORTIONS OF THE BUILDINGS WITH HALF STORY OCCUPIABLE SPACE AT THE TOP FLOOR TO HAVE 6' HIGH STEMWALL

JUNE 17, 2004



Master Plan - Summer

May 6, 2004

HART HOWERTON

THE VILLAGE AT EMPIRE PASS

Park City, Utah

POD B1

POD A

PRIMARY ACCESS

SECONDARY ACCESS

NORTHSIDE LIFT

MTN. DAISY

BANNER

ST. BOULDER

457

SIDEWIDER

BLUE BELL

ONTARIO
MINE #3

100 0 100 200 FEET

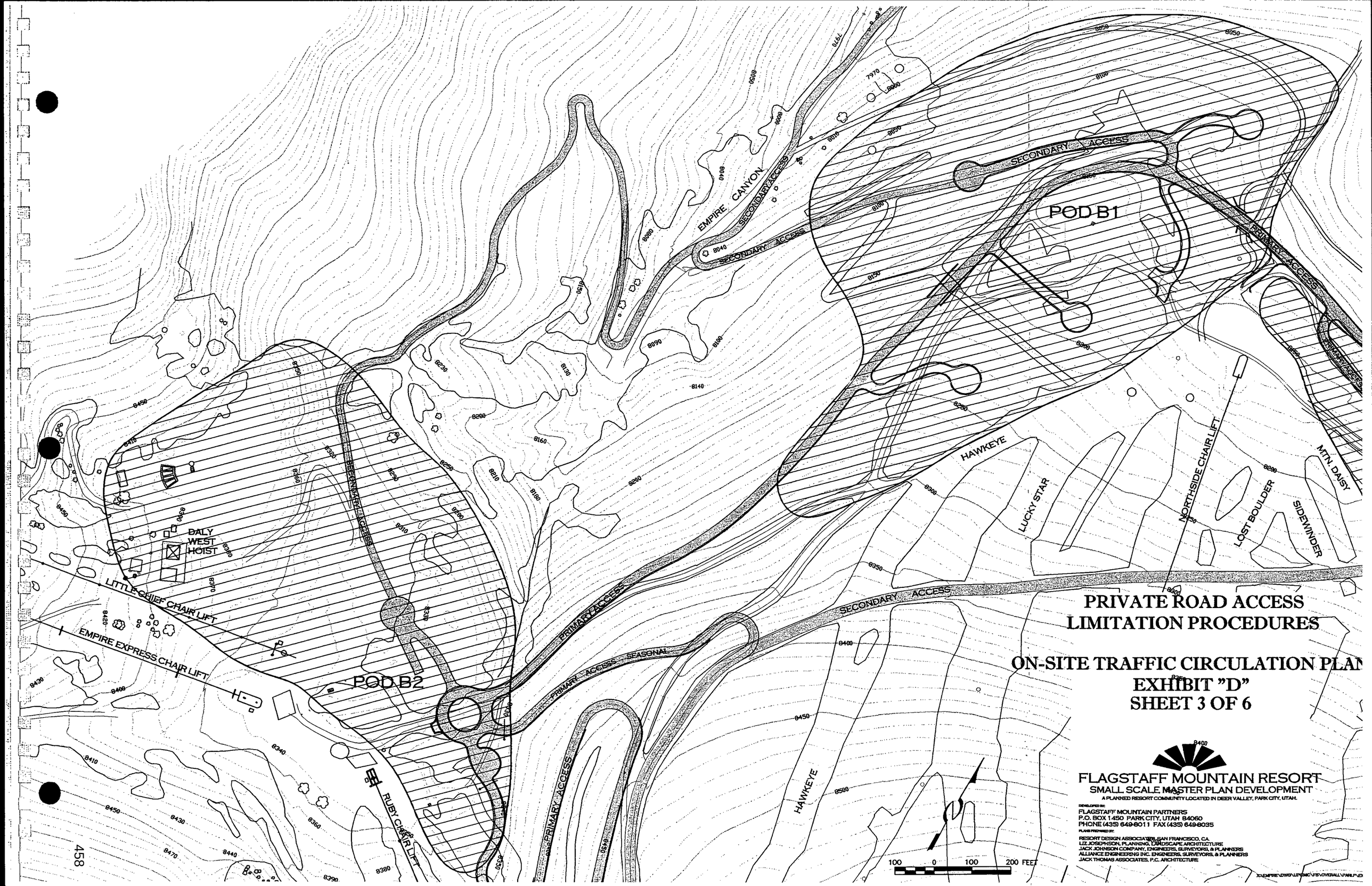
PRIVATE ROAD ACCESS LIMITATION PROCEDURES

ON-SITE TRAFFIC CIRCULATION PLAN
EXHIBIT "D"
SHEET 2 OF 6

FLAGSTAFF MOUNTAIN RESORT
SMALL SCALE MASTER PLAN DEVELOPMENT
A PLANNED RESORT COMMUNITY LOCATED IN DEER VALLEY, PARK CITY, UTAH.

DEVELOPED BY:
FLAGSTAFF MOUNTAIN PARTNERS
P.O. BOX 1450 PARK CITY, UTAH 84060
PHONE (435) 649-8011 FAX (435) 649-8035

PLANS PREPARED BY:
RESORT DESIGN ASSOCIATES, SAN FRANCISCO, CA.
LIZ JOSEPHSON, PLANNING, LANDSCAPE ARCHITECTURE
JACK JOHNSON COMPANY, ENGINEERS, SURVEYORS, & PLANNERS
ALLIANCE ENGINEERING INC. ENGINEERS, SURVEYORS, & PLANNERS
JACK THOMAS ASSOCIATES, P.C. ARCHITECTURE



PRIVATE ROAD ACCESS LIMITATION PROCEDURES

ON-SITE TRAFFIC CIRCULATION PLAN

EXHIBIT "D"

SHEET 3 OF 6

FLAGSTAFF MOUNTAIN RESORT

SMALL SCALE MASTER PLAN DEVELOPMENT

A PLANNED RESORT COMMUNITY LOCATED IN DEER VALLEY, PARK CITY, UTAH.

DEVELOPED BY:
FLAGSTAFF MOUNTAIN PARTNERS
P.O. BOX 1450 PARK CITY, UTAH 84060
PHONE (435) 649-8011 FAX (435) 649-8035

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ALLIANCE ENGINEERING INC. ENGINEERS, SURVEYORS, & PLANNERS
JACK THOMAS ASSOCIATES, P.C. ARCHITECTURE

POD B2

POD D

LUCKY JACK

PRIMARY ACCESS

SECONDARY ACCESS

BYPASS

RUSTY CHAIR LIFT

NORTHSIDE CHAIR LIFT

LUCKY STAR

LOST BOULDER

BLUE BELL

100 0 100 200 FEET

PRIVATE ROAD ACCESS LIMITATION PROCEDURES

ON-SITE TRAFFIC CIRCULATION PLAN

EXHIBIT "D"
SHEET 4 OF 6

FLAGSTAFF MOUNTAIN RESORT

SMALL SCALE MASTER PLAN DEVELOPMENT

A PLANNED RESORT COMMUNITY LOCATED IN DEER VALLEY, PARK CITY, UTAH.

DEVELOPER:
FLAGSTAFF MOUNTAIN PARTNERS
P.O. BOX 1450 PARK CITY, UTAH 84060
PHONE (435) 649-8011 FAX (435) 649-8035

PLANS PREPARED BY:
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ALLIANCE ENGINEERING INC., ENGINEERS, SURVEYORS, & PLANNERS
JACK THOMAS ASSOCIATES, P.C. ARCHITECTURE

TREE LINE
TYPICAL

EXISTING
DIRT ROADS
TYPICAL

SECONDARY ACCESS

PRIMARY ACCESS

BY-PASS

SECONDARY ACCESS

BANDANA

POD D

RUBY CHAIR LIFT

NORTHSIDE CHAIR LIFT

LOST BOULDER

SIDEWINDER

QUINCY CHA

PRIMARY ACCESS

100 0 100 200 FEET

460

PRIVATE ROAD ACCESS LIMITATION PROCEDURES

ON-SITE TRAFFIC CIRCULATION PLAN

EXHIBIT "D"
SHEET 5 OF 6

FLAGSTAFF MOUNTAIN RESORT
SMALL SCALE MASTER PLAN DEVELOPMENT
A PLANNED RESORT COMMUNITY LOCATED IN DEER VALLEY, PARK CITY, UTAH.

DEVELOPED BY:
FLAGSTAFF MOUNTAIN PARTNERS
P.O. BOX 1450 PARK CITY, UTAH 84060
PHONE (435) 649-9011 FAX (435) 649-8035

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ALLIANCE ENGINEERING INC. ENGINEERS, SURVEYORS, & PLANNERS
JACK THOMAS ASSOCIATES, P.C. ARCHITECTURE

X:\EMPIRE\DWG\UPDMC\FS\OVERALL\PARLPVEH.DI

Exhibit J

Technical Reports (link)

September 12, 2019

Memo to File

NOTICE OF PLANNING DIRECTOR DETERMINATION:

Project Address:	7677 Village Way
Project Description:	Planning Director Determination as to Property Sides for Irregularly Shaped Lot

ACTION TAKEN BY PLANNING DIRECTOR:
On September 12, 2019, the Planning Director made the following determination as to the property sides for the irregularly shaped lot at 7677 Village Way for purposes of determining Setbacks:

> *There are two Front Lot Lines, two Side Lot Lines and one Rear Lot Line as shown on the attached Architectural Site Plan.*

If you have any questions regarding this determination, please don't hesitate to contact the Planning Department at 435-615-5060.

Sincerely,

Bruce Erickson, AICP
Planning Director

CC: Alexandra Ananth, Senior Planner

Side

MIN. SETBACK (LESS PROJECTIONS)

PROPERTY LINE

12'-0"

15'-1"

15'-0"

BASEMENT LEVEL

MARSAC AVE.

46'-8"

Front

Rear

PROPOSED BUILDING

ONE EMPIRE PASS

37'-11"

LINE OF BUILDING AT GRADE

52'-1½"

29'-0"

VILLAGE WAY

Front

43'-4½"

12'-0"

Side

SILVER STRIKE EXPRESS LIFT

EMPIRE RESIDENCE

1 SITE PLAN
A100 Scale: 3/32" = 1'-0"

PROGRESS DRAWING
NOT FOR CONSTRUCTION

15-4-17

Client

east west partners

Prime Consultant

IBI

IBI GROUP
10 Exchange Place, Suite 112
Salt Lake City, UT 84111 USA
tel 801 532 4233 fax 801 532 4231

Seal

Consultants

Landscape Architect
IBI Group
10 Exchange Place, Suite 112
Salt Lake City, Utah 84111
Phone: 801-532-4233
Contact: Dave Nicholas

Mechanical Engineer
VBFA
330 S 300 E
Salt Lake City, Utah 84111
Phone: 801.530.3148
Contact: Brad Welch

Civil Engineer
Alliance Engineering Inc.
323 Main Street
Park City, UT 84060
Phone: 435.649.9467
Contact: Michael Demkowicz

Plumbing Engineer
VBFA
330 S 300 E
Salt Lake City, Utah 84111
Phone: 801.530.3148
Contact: Brad Welch

Structural Engineer
Dunn Associates, Inc.
380 West 800 South Suite 100
Salt Lake City, UT 84101
Phone: 801.575.8877
Contact: Tait Ketcham

Electrical Engineer
VBFA
330 S 300 E
Salt Lake City, Utah 84111
Phone: 801.530.3148
Contact: Brad Welch

Issues

No.	Date	Approv.	Description

No.	Date	Approv.	Description

Revisions

Notes

This drawing, as an instrument of service, is the property of the Architect/Engineer and may not be reproduced without their permission and unless the reproduction carries their name. All design and other information shown on this drawing are for the use on the specified project only and shall not be used otherwise without written permission of the Architect/Engineer.

Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and the Architect/Engineer shall be informed of any variations from the dimensions and conditions shown on the drawing. Shop drawings shall be submitted to the Architect/Engineer for approval before proceeding with fabrication.

Project Title

ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

ARCHITECTURAL SITE PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A100

PARK CITY
1884
PLANNING DEPARTMENT

March 5, 2019

Richard Wagner
Jeff Butterworth
Storied Deer Valley LLC
PO Box 4349
Park City, UT 84060

NOTICE OF CITY COUNCIL ACTION

Project Name	Residences at the Tower Condominiums plat
Project Number	PL-18-03975
Project Description	Condominium plat
Date of Action	February 28, 2019

Action Taken by City Council and Planning Commission: On February 13, 2019, the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to City Council on this plat. On February 28, 2019, the City Council conducted a public hearing and voted (3-2) to APPROVE the proposed Residences at the Tower Condominium plat located at 8680 Empire Club Drive pursuant to the following:

Findings of Fact

1. Residences at the Tower condominium plat identifies 14 private market rate multi-family residential units totaling 42,453 sf, utilizing 21.227 UE, as well as 1 ADA unit and 1 deed restricted affordable unit, a police substation and the private Talisker Club located on Lot 9 of the First Amended Village at Empire Pass Phase I subdivision.
2. Lot 9 is located in the RD-MPD zoning district and contains 1.53 acres and is addressed as 8680 Empire Club Drive.
3. Access to the property is from Village Way and Empire Club Drive, which are both private streets.
4. Lot 9 is currently partially developed with the private Talisker Club that includes dining and other indoor and outdoor amenities for members.
5. The market rate multi-family residential units range in size from 1,806 sf to 4,229 sf with an average unit size of 3,032 sf. The 737 sf ADA unit is required to be identified as common area. The 737 sf EHU is also platted as common area.

6. A 509 sf police sub-station, platted as commercial area, is proposed on the lower level as a requirement of the Emergency Response Plan Exhibit #7 of the Flagstaff Development Agreement.
7. The property is subject to the Flagstaff Mountain Annexation and Development Agreement approved by City Council per Resolution No. 99-30 on June 24, 1999 and amended on March 2, 2007, as well as associated Technical Reports.
8. The Amended Agreement is the equivalent of a Large-Scale Master Plan and sets forth maximum project densities, location of densities, and developer-offered amenities for the annexation area.
9. The Amended Agreement specifies that a total of 87 acres, within three development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village. The Mountain Village is further constrained to a maximum density of 785 unit equivalents (UE) configured in no more than 550 dwelling units as multi-family, hotel, or PUD units, provided the number of PUD units does not exceed 60, and PUD units are included in the totals for multi-family units.
10. To date 509 multi-family units (757.28 UE) (of which 60 are PUD style units) and 16 single family units have been approved, platted and/or built within Pods A, B1 and B2 (according to current tabulations). This number includes the 70 units noted in the plat notes for the B2 East subdivision and also includes Empire Residence CUP units currently under construction as Building 3 and Moon Shadow Condominiums for 8 PUD units pending plat recordation). This number also includes all of the Larkspur Townhomes, including Larkspur Townhomes 6 which condominium plat is currently under review.
11. Constructed lodge style buildings include Shooting Star, One Empire Pass, Silver Strike, Flagstaff, Arrow Leaf A and B, Grand Lodge and Ironwood. Lodge buildings still to be approved within Pod A are: Building 1- Residences at the Tower (subject property) and Building 4. The Empire Residences (Lodge Building 3) are currently under construction.
12. There is sufficient density remaining within Amended Agreement and VEP MPD for the proposed 14 multi-family units (21.227 UE).
13. Amended Agreement requires a total of 118.9 AUE (Affordable Unit Equivalents) where 1 AUE is 800 sf. A total of 94.175 off-mountain AUE and 24.725 on-mountain AUE are required. Off-mountain housing has been satisfied. On-mountain housing is partially complete with 16.675 AUE built and 8.05 AUE remaining. These remaining AUE are assigned to Buildings 1, 3, 4 and B2 East.
14. Lodge Building 1 was assigned 0.75 AUE (600 sf) per the Developer at time of sale.
15. The proposed affordable unit consists of 737 sf (0.921 AUE) (not including dedicated storage areas located separate from the unit) platted as common area and shall be deed restricted per requirements of the Housing Resolution prior to plat recordation.
16. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (VEP MPD) (Pods A and B1) within the Flagstaff Mountain Annexation and Development area for Lodge Buildings grouped around the Silver Strike lift and ski runs, various townhouses making up a second tier of units, with PUD style detached units and single family lots on the perimeter. A common amenity building, known as the Tower Club, was central to the VEP MPD. A common mail area, indoor and outdoor recreation facilities, pedestrian

connections and transportation pick-up/drop-off area were included. The VEP MPD also approved heights and Volumetrics for the Lodge buildings.

17. On September 30, 2004, the City Council approved the Village at Empire Pass Phase 1 Subdivision that platted the east side lots of the Village at Empire Pass.
18. On April 13, 2005, the Planning Commission approved the Tower Club Phase I CUP consisting of 2,264 sf of MPD Resort Support Commercial (private dining, kitchen, small convenience store), and 6,616 sf of residential and resort accessory uses (ski lockers, recreation amenities, meeting room, kids club, circulation, storage, mechanical, as well as outdoor amenities such as pool, hot tubs, etc.). The Club was constructed in 2005 and 2006.
19. On February 13, 2008, the Planning Commission approved the Tower Club Phase II CUP for residential units on Lot 9. The approval for 25 units totaling 67,625 sf (33.81 UE) and one (1) ADA unit was granted an extension to July 1, 2010, by the Planning Commission on March 11, 2009. A building permit for Phase II was not issued and the CUP expired. This current CUP proposal represents a reduction in residential density and residential area by 11 units and 25,000 sf (12.58 UE) from the 2008 approval.
20. On January 6, 2011, the City Council approved an amendment to the VEP Phase 1 Subdivision amending Lot 9 to address access, parking, and trail easements. The amended plat was recorded on January 4, 2012.
21. On December 14, 2016, the Planning Commission approved an amendment to the Tower Club Phase I CUP to allow a 1,115 sf expansion of the private dining area, as well as expanded outdoor patio area, 1,000 sf of expanded basement area for accessory uses. The CUP expansion increased the MPD Resort Support Commercial on Lot 9 to 3,379 sf. Construction of the expansion was completed in 2018. The building currently consists of 10,995 sf as indicated on the plans.
22. On October 9, 2018, the Planning Department received a complete application for a Condominium plat and a Conditional Use Permit for a fourteen (14) multi-family unit residential building to be located on Lot 9 of the First Amended Village at Empire Pass Phase One Subdivision.
23. The property is subject to subdivision plat notes that require compliance with the Amended Flagstaff Annexation and Development Agreement, approval of a Conditional Use Permit for each lodge building prior to issuance of a building permit, a declaration of condominium and a record of survey plat prior to individual sale of units, membership in the Empire Pass Master HOA, a 20' snow storage easement along the street frontages, water efficient landscaping, and various utility and maintenance provisions.
24. The proposed condominium plat memorializes the density, size and configuration of units to be construction in one phase and identifies areas of private, common and limited common ownership, and private club area.
25. The Amended Agreement allows a maximum of 75,000 sf of MPD Resort Support Commercial uses. Lot 9 currently is approved, with the Amended Tower Club CUP for 3,379 sf (kitchen, dining, small store) of MPD Resort Support Commercial Uses. Montage Resort was approved for 63,059 sf of MPD Resort Support Commercial and Grand Lodge was approved with 1,275 sf.

26. Total utilized MPD Resort Support Commercial Uses for this building, including this CUP expansion, is 5,803 sf (adding 2,424 sf of Resort Support Commercial uses for Spa, kitchen, and lounge).
27. There is sufficient MPD Resort Support Commercial remaining for the proposed private club expansion as 4,863 sf (according to current tabulations) remain if this project is approved. This space is identified on the plat as part of the Club Unit with additional lines and labels calling out the specific square feet of these areas. A table of the Resort Support Commercial space shall also be included on the plat.
28. The Emergency Response Plan requires a police sub-station to be dedicated within the Empire Club building in Pod A. The Plan calls for "a facility with 3 office spaces, approximately 12' by 12' each, with a combined square footage of not less than 500 sf, plus two reasonably proximate parking spaces". The unit is to be made available to Park City as an empty "white box" for no cost, and not subject to HOA dues or other assessments, as soon as occupancy permits are ready to be issued for the rest of the building and residential units. This space will be identified as a Commercial Unit specifically for the police substation that can be transferred to the City.
29. Guest amenity areas (pools and recreation areas, locker rooms, storage, club office and mechanical, entry areas, lobby and reception areas, lounge/après ski, restrooms, etc.) are proposed on the first, second and third levels. Common residential accessory uses do not require use of UEs. Total floor area of Club and residential guest accessory uses is 14,021 square feet.
30. Based on unit sizes, a minimum of 22 parking spaces are required when taking into consideration the 25% parking reduction (from the 29 required spaces) per the Flagstaff Development Agreement and MPD.
31. An underground parking structure provides 22 parking spaces, including 1 ADA spaces, as well as limited common storage areas for each unit. Two surface spaces are provided at the street for the police sub-station. One surface space will be provided for short term pick-up and drop-off.
32. Each unit has one assigned limited common parking space and the remaining spaces are common.
33. The plat is consistent with the approved Village at Empire Pass Master Planned Development and the Residences at the Tower Conditional Use Permit in terms of density, units, UE, building height, uses, setbacks, and parking.
34. The MPD requires Construction Mitigation Plans to be submitted with each CUP and building permit addressing all requirements of the Amended Agreement and Technical Reports.
35. A Master Homeowners Association document and Maintenance Agreement for the Mountain Village were reviewed and approved by the City prior to issuance of the initial building permits within the Mountain Village. This property is also subject to these documents, in addition to any declaration of condominium and CCRs recorded with the condominium plat.
36. The condominium plat allows for the sale of individual units.

Conclusions of Law

1. There is good cause for this condominium plat.

2. The condominium plat is consistent with the 2007 Amended Flagstaff Annexation and Development Agreement, the Village at Empire Pass MPD, the First Amended Village at Empire Pass Phase 1 Subdivision, the Park City Land Management Code and applicable State laws regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed condominium plat.
4. Approval of the condominium plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval

1. The City Attorney and City Engineer will review and approve the final form and content of the condominium plat for compliance with State law, the Land Management Code, 2007 amended Flagstaff Development Agreement, Village at Empire Pass MPD and these conditions of approval, prior to recordation of the plat.
2. The applicant will record the condominium plat at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is submitted in writing and approved by the City Council.
3. City Engineer and SBWRD approval of the final infrastructure and utility plans is a condition precedent to plat recordation.
4. Development within Empire Pass is governed by that certain Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and Iron Mountain entered into by and between United Park City Mines Company, Deer Valley Resort Company, and Park City Municipal Corporation, a third class city of the State of Utah, and recorded on March 2, 2007, as Entry No. 806100 in Book 1850 at Page 1897 in the records of the Summit County Recorder, as amended or supplemented from time to time ("Development Agreement").The Development Agreement required the Developer, as such term is defined in the Development Agreement, to develop a Historic Preservation Plan, which said 127 page Historic Preservation Plan was prepared by SWCA, Inc., on August 2000 and is entitled, *Historic Preservation Plan for Flagstaff Mountain Association, Park City, Summit County, Utah,* as amended or supplemented from time to time including by that certain *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)(collectively, the "Historic Preservation Plan"). The *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 6") identified historic preservation work needed at 21 historic mining sites within the Flagstaff Mountain Annexation Boundary and specified that the master homeowner association was responsible for maintaining any site that was not part of an ongoing operation.
5. The Agreement between the Empire Master Owner's Association and Park City attached at Exhibit B ("Agreement") to set forth a plan for the Association to address the Maintenance, as defined herein, needs of certain historic mining sites thereby achieving substantial compliance with the Historic Preservation Plan for the time periods set forth herein. The Agreement shall be executed in full and ratified by the City Council prior to recordation of the Twisted Road Subdivision or other REDUS plat, whichever comes first.

6. Conditions of approval of the Village at Empire Pass Master Planned Development (MPD), First Amended Village at Empire Pass Phase 1 Subdivision, and the Residences at the Tower Conditional Use Permit (CUP) apply to this plat.
7. All applicable required and recorded utility, access, snow storage, trails, etc. easements shall be indicated on this condominium plat prior to recordation and building permit issuance.
8. The plat shall note that public safety access and public utility easements are hereby dedicated for all private streets and that that the private streets shall be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration.
9. This property is also subject to a Master Homeowners Association document and Maintenance Agreement for the Mountain Village, in addition to any declaration of condominium and CCRs recorded with the condominium plat.
10. A Construction Mitigation Plan, including truck routing, is a submittal requirement of the building permit application.
11. The deed restricted employee housing unit (EHU) shall be a minimum of 737 sf (0.921 AUE), exclusive of additional storage area to be dedicated to this unit. One AUE is equivalent to 800 sf according to the 2007 Development Agreement.
12. The EHU and ADA units shall be platted as common area.
13. A deed restriction for the EHU unit, acceptable to the City, shall be recorded with or prior to plat recordation. The deed restriction shall outline and resolve any issues or concerns regarding maintaining affordability of the unit. The plat shall note that the EHU is subject to a deed restriction. The EHU and ADA units shall be available for occupancy at the same time as the entire building and when the market rate units are issued a certificate of occupancy.
14. The CCRs shall limit the HOA dues related to the deed restricted employee housing unit (EHU) in order to ensure the Unit remains affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees) to ensure that the unit doesn't lose its affordability due to HOA fees.
15. The CCRs shall be submitted with the condominium plat for review and approval by the City prior to final condominium plat recordation.
16. Conditions related to the police sub-station unit shall be described in the CCRs, and/or by separate agreement with the City, prior to recordation, consistent with language in the Emergency Response Plan of the Amended Flagstaff Agreement.
17. The plat shall note that fire sprinklers are required for new construction on the Lot per the Chief Building Official at the time of review of building permits and all requirements for emergency access according to the Park City Fire District and Park City Building Department shall be addressed prior to building permit issuance.
18. The plat shall note the number and square footages of all residential units and shall indicate the total square footage and Unit Equivalents of the 14 market rate units and all common areas.
19. The plat shall note the Resort Support Commercial square footage and a table of the Resort Support Commercial space shall be included on the plat. The plat shall note the Club and residential guest accessory square footage and shall include a table on the plat.

20. The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the Flagstaff Mountain Development Agreement, as amended.
21. A plat note shall restrict the Resort Support Commercial areas and associated Club accessory areas as a Private Club for members and shall not be sold or used as a commercial or retail establishment for the public, with the exception of the store area.
22. A plat note shall restrict the police substation commercial unit as a police substation. In the event that the police substation is vacated by the City, the HOA may apply to amend this plat and the CUP for common or limited area storage, mechanical or other similar uses. No commercial, office or residential use is allowed unless additional density/UEs are acquired and the addition of such is approved by plat and CUP amendment.

Sincerely,

Kirsten A. Whetstone

Kirsten A Whetstone, MS, AICP
Senior Planner

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

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into effective as of the ___ day of _____, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and body politic ("City"), and EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah nonprofit corporation ("Association"), each a "Party" and collectively the "Parties" herein.

Recitals

A. The area known as Empire Pass ("Empire Pass") is a residential mountain development located in Park City, Summit County, Utah, a portion of which is located within the boundaries and jurisdiction of the City.

B. Empire Pass is governed by the covenants, conditions, and easements set forth in that certain *Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass* recorded on December 14, 2004 as Entry No. 719855 in Book 1666 at Page 1054 in the records of the Summit County Recorder, as amended and supplemented from time to time (collectively, "Declaration"). The Association is a Utah nonprofit corporation organized to administer and enforce the terms of the Declaration and to exercise the rights, powers, and duties set forth in the Declaration.

C. Development within Empire Pass is governed by that certain *Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and Iron Mountain* entered into by and between United Park City Mines Company, Deer Valley Resort Company, and Park City Municipal Corporation, a third class city of the State of Utah, and recorded on March 2, 2007, as Entry No. 806100 in Book 1850 at Page 1897 in the records of the Summit County Recorder, as amended or supplemented from time to time ("Development Agreement").

D. The Development Agreement required the Developer, as such term is defined in the Development Agreement, to develop a Historic Preservation Plan, which said 127 page Historic Preservation Plan was prepared by SWCA, Inc., on August 2000 and is entitled, *Historic Preservation Plan for Flagstaff Mountain Association, Park City, Summit County, Utah,* as amended or supplemented from time to time including by that certain *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)(collectively, the "Historic Preservation Plan"). The *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 6") identified historic preservation work needed at 21 historic mining sites within the Flagstaff Mountain Annexation Boundary and specified that the master homeowner association was responsible for maintaining any site that was not part of an ongoing operation.

E. The Parties desire to enter into this Agreement to set forth a plan for the Association to address the Maintenance, as defined herein, needs of certain historic mining sites thereby satisfying the requirements of the Historic Preservation Plan for the time periods set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth herein, the Parties agree as follows:

1. Recitals. The Recitals A through E are incorporated herein and made a part hereof.

2. Definition. As used herein, the term "Maintenance" or "Maintain" shall mean the maintenance work required to stabilize a structure to arrest decay but not to stop a structure's decay completely. The term "Maintenance" or "Maintain" does not require that any work be performed to make a structure habitable or compliant with any code, regulation, statute, or law. The term "Maintenance" or "Maintain" refers to recommended repairs, stabilization and public protection options in Exhibit 6, and does not require that a structure be restored to habitability.

3. Payments. Association agrees to cause the following payments to be made, within 30 days of execution of this Agreement as follows:

(a) To Park City Museum & Historical Society, the amount of Sixty-Five Thousand Dollars ($65,000), to reimburse the society for amounts expended in preserving the Little Belle Mine Ore Bin facilities in summer 2018.

(b) To City, from Storied Deer Valley LLC, a Delaware limited liability company ("Storied"), and Redus Park City, LLC, a Delaware limited liability company ("Redus"), the amount of Forty Thousand Dollars ($40,000.00) each, for a total of Eighty Thousand Dollars ($80,000.00), to be held by City in escrow for costs incurred by the Association in completing the roof stabilization and related structure protection work at the Judge M + S building during the summer of 2019, and other priorities identified by the Director and agreed to by the Association.

(c) The escrow described in Subsection 3(c) shall be distributed to Association, by City, within 14 days of Association supplying City with evidence of paid invoices for work performed on the Judge M + S building, and other priorities identified by the Director and agreed to by the Association.

4. Process for Determining Maintenance Work to Be Done on Sites. From 2019 through 2029, the Association agrees to meet with the City's staff ("Staff"), at a minimum, once a year, on or before each March 1st (the "Annual Meeting") to discuss prior construction season's Maintenance work and project prioritization and scope of any Maintenance work ("Scope of Work") to be done during the upcoming construction season on any historic mining sites identified on Exhibit 6, with a priority being those projects identified on Exhibit "A" hereto ("Sites"). The Parties acknowledge that the Sites upon which it was mutually agreed that Maintenance work would take place are not located on land owned by or under long term lease to the Association. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that this Agreement shall be applicable to those Sites to the extent that legal access is provided to the Association, and as may be required to permit the Association to satisfy its obligations hereunder.

(a) At each Annual Meeting, the Parties shall discuss, at a minimum, the following:

(i) Review of the process, timeline and costs associated with the most recent construction season's project(s);

(ii) Determination of Scope of Work, process, responsibility and timeline for documenting and recording the project's work;

(iii) Determination if additional work is needed for the following year for the recently maintained, stabilized or completed Site(s);

(iv) Review of potential need to secure any Sites to which no Maintenance work has been done in order to deter vandalism, damage or destruction, or to stabilize such Sites;

(v) Assessment of remaining funds and identification of funding strategies for the next year's budget;

(vi) Review and update of projects and Sites;

(vii) Preparation by the Staff, after consultation with the Association, of an annual report to the Community Development Director;

(viii) The results of City inspection of the Sites to evaluate their condition and potential work to be performed;

(ix) Selection of projects for upcoming construction season;

(x) Communication and coordination, as necessary, with the Friends of Ski Mountain Mining History ("FSMMH"); and

(xi) Determination of the necessary permitting process, including timelines and responsible parties.

(b) After the completion of the meeting, the Parties shall agree on the Scope of Work to be done during the upcoming construction season.

5. Performance of Work on Sites.

(a) Upon the agreement by the Parties of the Scope of Work to be undertaken during each construction season, Association shall be responsible for project management, oversight and payment of contractors. Association shall provide City with project accounting at end of each construction season.

(b) Unless otherwise agreed in writing, the Association shall be the contracting party on the mutually agreed Maintenance work on the Sites. The Association may apply its customary policies, procedures and requirements, including without limitation, insurance and workmen's compensation requirements, to all contractors, subcontractors and materialmen working at a Site or accessing a Site through Empire Pass.

(c) In connection with, or prior to, any work being performed, the Association shall submit work plans and cost estimates to a City-employed individual designated by the Staff. Association shall be responsible for processing and payment of invoices for approved Scope of Work. In the event that any work is performed directly by Association, Staff shall review and approve any payments to Association from Maintenance Funds. At its option, the Association may also require lien/payment bond waivers from contractors paid from previous draw requests or disbursements (*e.g.,* lien waivers provided "in arrears"), in accordance with ordinary and customary construction practices.

6. Inspection, Maintenance, and Securing of Sites. The obligation to inspect the Sites for the purposes of this Agreement shall be upon the City, and the Association shall have no obligation to inspect or to monitor the Sites. Each construction season, Association shall diligently pursue the completion of Scope of Work agreed to in the Annual Meeting with Staff. To the extent funds on hand are not sufficient to pay for contemplated annual Scope of Work, the Association and City will agree on a revised "Scope of Work" and estimated cost budget for such Maintenance work for the upcoming year based on funds available, subject to the following terms and conditions:

(a) On an annual basis for ten (10) years, on or before May 1st each year, the Association shall contribute half of the annual amount required to establish a maintenance fund in the amount of Forty Thousand Dollars ($40,000.00) ("Maintenance Fund"). In consideration of the Association entering into this Agreement, the City agrees to forego, annually, Twenty Thousand Dollars ($20,000.00) of "Open Space/Transit Management Fee" ("OSTM Fee") income owed to the City each year from transactions according to Section 7.15 of the Declaration. OSTM Fee income foregone by City shall be added to the Maintenance Fund and City shall allow the Association to utilize such OSTM Fee money for purposes of discharging the obligations described in this Agreement. The Association shall have the option, in its sole discretion, to pay all or a portion of its annual maintenance contribution in advance, and to credit the amount of prepaid maintenance contributions against the next year's or years' maintenance contributions that would otherwise be payable by the Association.

(b) The Association's initial obligation to contribute towards the Maintenance Fund shall be ten (10) years from the first maintenance contribution by the Association. On or before the ninth (9th) anniversary of the first maintenance contribution by the Association, the Parties agree to meet to discuss future ongoing funding levels appropriate to continue to satisfy Association's obligations under Exhibit 6 to the Development Agreement, and a possible extension of this Agreement in furtherance thereof. Unless otherwise agreed, the Association and City contribution shall automatically renew for an additional ten (10) years, provided that the total annual Maintenance Fund amount shall be reduced to $20,000.00 ($10,000 each) unless otherwise agreed by the Parties.

(c) The Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund on other historical mining projects other than the Sites so long as such historical mining projects are located within the Flagstaff Annexation Boundary or Empire Canyon watershed and such expenditure is approved in advance by both the Association and the City. After the first ten (10) years, the Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund for open space responsibilities, including funding for the Conservation Easement grantees [City and Summit Land Conservancy] consistent with express purposes of the OSTM pursuant to the Development Agreement, and Open Space Technical Report. The agreement of the Association to spend Maintenance Fund monies on projects beyond those required under the Development Agreement and Historical Preservation Plan shall in no way create any ongoing responsibility for ongoing involvement with such projects.

(d) Maintenance contributions made by the Association for these purposes during this ten (10) year period which are not spent for such purposes within the calendar year in which they are contributed will be carried over and combined with the maintenance contribution for the following year, to be applied toward the mutually agreed Scope of Work for the following year, so that yearly maintenance contributions can accumulate to fund larger Maintenance projects, if necessary. Maintenance contributions will be held by the Association in the Maintenance Fund, and disbursed to pay for work upon mutual agreement of the Association and Staff.

(e) Unless otherwise agreed in writing between the Parties, the Association shall be the contracting party for all required Maintenance work to be performed for the agreed ten (10) year period on Sites, and the Association may require such licenses, bonding, insurance and other conditions and requirements for third parties performing such work on behalf of the Parties as the Association customarily imposes on third party contractors working at Empire Pass. The City shall waive any permit, inspection and other fees applicable to work contracted for by the Association or the City pursuant to this Agreement. Nothing in the Association's status as the "contracting party" shall impose any payment obligations or other financial liability on the Association, except as otherwise expressly set forth herein with respect to the maintenance contribution described above. The Association will use reasonable efforts to solicit three (3) quotes for any third party work and will inform the City Implementation Department of the status of any solicitation for work.

(f) Nothing herein shall be deemed to impose any obligation or legal liability on the Association for Maintenance of Sites, except as expressly provided in the Development Agreement/ Historic Preservation Plan and as mutually agreed between the Association and the City, and no ongoing obligations beyond those exist.

7. Obligations of the Parties. The Parties agree that no later than six (6) months after execution of this Agreement by the Parties, the Parties shall have worked in good faith to prepare and shall have executed an updated historic preservation plan identifying outstanding work requirements on the Sites (the "New Exhibit"). The update will take the form of an amendment to Exhibit 6, and require Planning Commission public hearing and approval, and a written acknowledgment of acceptance from both Parties.

8. Long Term Maintenance License(s) and Access Rights. Association and City shall make best efforts to secure long term maintenance and access rights required for Association to perform maintenance work on third party Sites as prescribed in Section 4 of this Agreement. Association will be the initial point of contact with applicable property owners.

9. Open Space Obligations. To clarify management responsibilities assigned under Section 4.4 of *Flagstaff Mountain Resort Open Space Management Plan, Exhibit 5* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 5"), the Parties hereby agree and acknowledge that the Association is only responsible for managing any open space areas owned by the Association.

10. No Assumption of Environmental Liability. Nothing in this Agreement or in the Association's acting as contracting party for any of the work contemplated by this Agreement, shall be deemed an assumption of, or impose any liability on the Association, financial or otherwise, for any environmental remediation or clean-up related to the Sites, or the pre-existing conditions thereon.

11. Due Authorization and Execution. Each Party hereto represents and warrants to the other Party that execution and delivery of this Agreement has been duly authorized by all necessary action.

12. Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.

13. Notices. All notices under this Agreement must be in writing and delivered to the notice address below (i) by registered, express, or certified mail, (ii) by courier or messenger service, or (iii) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date delivered or attempted but delivery is refused.

If to the Association:

Empire Pass Master Owners Association, Inc.
Attn: President
4188 SR 248
P.O. Box 99 Kamas, Utah 84036

With a copy to:

Douglas C. Shumway, Esq.
Miller Harrison Lawyers
50 W. Broadway, Ste 450
Salt Lake City, UT 84101

If to the City:

Park City Municipal Corporation
PO Box 1480
Park City, Utah 84060
Attention: Planning Department

With a copy to:

Park City Attorney's Office
PO Box 1480
Park City, Utah 84060

Either Party may change its addresses for notices pursuant to a written notice which is given in accordance with the terms hereof. The foregoing notice requirements are subject to the provisions below. As used herein, the term "business day" shall mean any day other than a Saturday, a Sunday, or a legal holiday for which U.S. mail service is not provided. Whenever any date or the expiration of any period specified under this Agreement falls on a day other than a business day, then such date or period shall be deemed extended to the next succeeding business day thereafter.

14. No Third Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim or cause of action upon any third party that is not a Party to this Agreement, with the exception of the intended third party beneficiaries Redus Park City LLC and Storied.

15. Miscellaneous.

(a) Counterparts; Facsimile Transmission. This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

(b) Due Authorization and Execution. Each Party represents and warrants to the other Party that execution and delivery of this Agreement have been duly authorized by such Party, and that this Agreement is valid and binding upon such Party. This Agreement is subject to approval by the City Council within forty-five (45) days of execution.

(c) No Partnership. The parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in conduct of their respective businesses or otherwise.

(d) Severability. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(e) Waivers and Amendments. No provision of this Agreement may be waived to any extent unless and except to the extent the waiver is specifically set forth in a written instrument executed by the Party to be bound thereby. This Agreement may be amended or modified only by an instrument to that effect executed by the parties hereto, and only to the extent expressly set forth therein.

(f) Captions. The captions of each section are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.

(g) Attorneys' Fees. If any Party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall have and recover against the other Party, in addition to all court costs and disbursements, such sum as the applicable court may adjudge to be reasonable attorneys' fees.

(h) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

(i) Time of the Essence. Time shall be of the essence with respect to the performance and observance of the covenants, agreements, terms, conditions and provisions set forth herein.

(j) No Default. Upon their execution of this Agreement, the Parties each acknowledge and agree that neither the Association, nor Redus, nor Storied are in Default under the Historic Preservation Plan. So long as the Parties perform the obligations set forth in this Agreement, including diligently pursuing any additional maintenance or preservation work identified in the New Exhibit with available funding from the Maintenance Fund, there shall be no default under the Historic Preservation Plan.

(k) Interpretation of this Agreement. The Parties agree that the purpose of this Agreement, with its New Exhibit, shall be to modify, clarify and implement the Historical Preservation Plan and to confirm the responsibilities for implementation of the preservation purposes described in the Development Agreement.

[Remainder of page intentionally left blank]

[Signatures on following pages]

EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE.

"CITY"

Park City Municipal Corporation, a Utah municipal corporation and body politic

By: _____
Mayor

Attest:

By_____
City Recorder

Approved as to Form:

By_____
City Attorney's Office

"ASSOCIATION"

EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah non- profit corporation

By: _____

EXHIBIT "A"

SITES-

a) *Judge Mining & Smelting Company Office*. Because this structure is owned by a third party, any Maintenance required on this structure is contingent on the Association having secured easements from the third party owner to perform such Maintenance work. The Parties will work together to determine the scope of the required roof repair and other required Maintenance efforts.. The Parties agree that the Association's Maintenance efforts will be limited to the building structure, and that the Association shall not be required to restore the interior in any way or to pursue any adaptive reuse of this structure.

b) *Daly West Mine Fire Hydrant Shacks.* The Parties hereby agree that this structure is still in good condition. There is no apparent need for immediate work other than ongoing Maintenance. Because this structure is owned by a third party, any Maintenance required on this structure is contingent on the Association having secured easements from the third party owner of the structure to perform such repair work.

c) *Little Bell Mine Ore Bin.* The Parties hereby agree that this structure is still in good condition. There is no apparent need for immediate work other than ongoing Maintenance. Because this structure is owned by a third-party, any maintenance required on this structure is contingent on the Association having secured easements from the third-party owner of the structure to perform such repair work.

d) *Interpretive Signs.* The Parties hereby agree that the Association shall install, maintain, and replace those interpretive signs agreed to by the Parties in fulfilment of interpretive signage obligation in the Historic Preservation Plan.

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **Argent at Empire Pass Condominiums**
Author: **Alexandra Ananth- Sr. Planner**
Project #: **PL-19-04278**
Date: **October 9, 2019**
Type of Item: **Legislative – Condominium Plat**

Summary Recommendation

Staff recommends the Planning Commission hold a public hearing for 7677 Village Way, also known as the Argent at Empire Pass Condominiums, for 28 market rate residential units, one (1) ADA accessible unit, two (2) deed restricted units, accessory parking and various residential accessory uses, all within one building, and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law and conditions of approval as found in the draft Ordinance.

A Staff Report on the applicant's Conditional Use Permit is included in the October 9, 2019, packet. If the CUP is not approved this Condominium Plat shall be continued to a future date, following the public hearing.

Description

Applicant:	Empire Pass North, LLC
Location:	7677 Village Way, Empire Pass Lot 2
Zoning:	Residential Development (RD) District as part of the Flagstaff Annexation and Village at Empire Pass Master Planned Development (MPD)
Adjacent Land Uses:	Deer Valley Resort, condominiums building and townhouses, Empire Club, vacant development parcels of the Village at Empire Pass Pod A and open space
Reasons for Review:	Condominium Plats require Planning Commission review and recommendation with final action by City Council.

Proposal

This is a request for a Condominium Plat (Exhibit A) for 28 residential units, one (1) ADA accessible unit and two (2) deed restricted housing units within one building, proposed to be constructed at 7677 Village Way, Lot 2 Empire Pass North. This Condominium Plat memorializes density, uses and configuration of units, and identifies areas of private and common ownership. Construction of these units is subject to approval of the Empire Pass Lot 2 Conditional Use Permit and subsequent building permits.

Background

The property at 7677 Village Way is located within the Residential Development (RD) zoning district on a 2.01 acre Lot 2 of the Village at Empire Pass North Subdivision (Exhibit C). The property is subject to the Village at Empire Pass Master Planned

Development (VEP MPD), approved by the Planning Commission on July 28, 2004 (Exhibit D- link to VEP MPD approval) and the Flagstaff Annexation.

Flagstaff Annexation

On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the Flagstaff Mountain area. Resolution 20-99 granted the equivalent of a" large-scale" Master Planned Development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions, restrictions, obligations, and amenities for each parcel. The Flagstaff Development Agreement was amended and recorded in March 2007 (Amended Agreement, Exhibit E- Link to Amended Development Agreement).

The 2007 Amended Agreement specifies that a total of 87 acres, within three development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village. The Mountain Village is further constrained to a maximum density of 785 unit equivalents (UE) configured in no more than 550 dwelling units as multi-family, hotel, townhouse or PUD units. The number of PUD units is restricted to sixty units (60). The MPD also allowed 16 single family home sites within the Mountain Village. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A). The development pods are linked by transit. A fourth pod, Pod D, is allowed 30 single family lots (this area was platted as the Red Cloud Subdivision for 30 single family home sites). The subject property is located within Pod A.

There are also 14 technical reports associated with the Empire Pass development area. The 14 technical reports, along with the Land Management Code and the Amended Agreement, form the standards under which the developments in the area are reviewed (Exhibit F – Link to Technical Reports).

Village at Empire Pass Master Planned Development

On July 28, 2004, the Planning Commission approved a Master Planned Development (MPD) for the Village at Empire Pass (Pod A), known as the Village at Empire Pass Master Planned Development (VEP MPD) (Exhibit D- Link to VEP MPD approval). The VEP MPD was the first step in the development process for Pod A.

The purpose of the VEP MPD was to establish unit mix and density for the Mountain Village as well as addressing overall project infrastructure throughout the Annexation Area. The VEP MPD established building volumetrics, including specific height exceptions, density and development location. The VEP MPD requires Conditional Use Permit approval for the "lodge" buildings and administrative Conditional Use Permit approval for the townhouses and PUD style units, prior to building permit issuance for construction. The subject property is considered a "lodge" building and is known as Building 4 in the VEP MPD.

Subdivision Approvals

The Village at Empire Pass North Subdivision Plat, approved by Council on June 15, 2017, plats metes and bounds parcels within the VEP MPD area for the purpose of

creating platted lots of record for Buildings 3 and 4, as well as townhouse units on Lot 1 (**Exhibit C**). The plat identifies a requirement for affordable housing to be constructed within the buildings on Lots 2 and 3 to be completed prior to issuance of a certificate of occupancy for each building and in compliance with the housing plan. The subject property is considered Lot 2 in the Village at Empire Pass North Subdivision Plat.

Submittal

On July 22, 2019, the City received an application for the Argent at Empire Pass Condominiums, also known as Empire Pass Lot 2, 767 Village Way Condominium Plat. The application was deemed complete on September 10, 2019 with the submittal of additional information. The applicant submitted an application for a Conditional Use Permit (CUP) at the same time. The CUP application is running concurrently with the application for a Condominium Plat and a staff report for Planning Commission review and possible action on the Argent CUP is included in this October 9th packet. If the CUP is not approved, then this Condominium Plat will be continued to a future date, following the public hearing, to ensure that the Plat conforms to the CUP.

Purpose of the RD Zone

The purpose of the Residential Development (RD) Zoning District is to:

(A) Allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
(B) Encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
(C) Allow commercial and recreational activities that are in harmony with residential neighborhoods,
(D) Minimize impacts of the automobile on architectural design,
(E) Promote pedestrian connections within Developments and between adjacent Areas; and
(F) Provide opportunities for variation in architectural design and housing types.

Analysis

The zoning for the Plat is Residential Development (RD) subject to the VEP MPD and CUP. The proposal complies with LMC lot and site requirements of the RD Zoning District and the VEP MPD as described below.

	RD Zoning District and/or VEP MPD
Lot Size	No minimum lot size. Lot 2 is approximately 2.01 acres (87,556 square feet). **Complies**
Front yard setbacks	Minimum 25 feet to front facing garage, 20 feet to building. Proposed front setback is ~45' (garage entrance is setback ~52'). **Complies**.
Rear yard setbacks	Minimum 15 feet rear setbacks. Proposed rear setback is 15'. **Complies**.

Side yard setbacks Roof eaves are allowed to extend 3' into the side, rear and front setbacks. Shared driveway is permitted across the property line within the platted access easement per plat. Sidewalks that provide circulation within the Village are permitted as shown within platted access easements. Screened mechanical equipment may extend 5' into the side setback area.	Minimum 12 feet side setbacks. Proposed side setback is 12'. Mechanical equipment located outside setback and screened with landscaping and retaining wall. **Complies**.
Building Height Per Village MPD: 25% of the building is permitted to reach 74' above existing grade (north end), 55% of the building to reach 92' above existing grade, and 20% of the building (south end) to reach 80' above existing grade.	The building contains 5 levels of residential units, with a 6th level of residential units located in the roof area of the central portion of the building. **Complies**. Proposed building has 25% of the building at or below 74', 55% is less than 92', and 20% is less than 80'. **Complies**.
Parking The Flagstaff Transit and Parking Management Plan approved with the MPD requires a 25% reduction in parking from what would be normally required by the LMC and the Empire Pass HOA is required to provide shuttle service.	Per LMC, based on unit sizes, fifty-two (52) spaces are required for the 28 units, one ADA and two EHUs. With the 25% reduction 39 spaces are required. The underground parking structure has 35 spaces (including 2 ADA). There are 4 surface spaces for a total of 39 spaces. The total parking area is 14,077 sf. **Complies**.
Architectural Design All construction is subject to Village at Empire Pass Design Review Board (DRB) approval and LMC Chapter 15-5 Architectural Design Guidelines with final review conducted at the time of the Building Permit.	The building as presented was reviewed by the Village at Empire Pass DRB including site and architectural design. The applicant received Final Design Approval on September 30, 2019. **Complies**.
Residential Units	28 market rate units are proposed ranging from 1,491 sf to 3,779 sf (total of 63,986 sf). Deed restricted employee units are 808 and 803 sf. ADA unit is 801 sf. **Complies**.
Commercial space or Service /Support Area	No commercial uses are proposed in the building. Total service and support area is 15,893 sf. **Complies.**
Residential Accessory uses (Guest amenities)	Common residential amenity areas are provided on level one, including ski lockers, a kid's room, fitness area, lounge/après ski area. The basement level contains an owner's storage area and game room. There is also a reading room and deck on the 6th floor. Total guest amenity area is approximately 8,433 sf. **Complies.**

Density Summary Density is per Development Agreement and VEP MPD. Up to 32 UE (64,000 square feet) were allocated to this lot by the Developer. ADA and EH units do not count towards UE cap. Proposed market rate residential – 63,986 sf (32 UE).	The Mountain Village (Pods A, B1 and B2) was approved with a maximum of 785 UE (550 multifamily units) and 16 single family units. A maximum of 60 PUD style units (i.e. Belles, Paintbrush, and Nakoma) were approved as part of the overall multi-family units. To date 738 UEs have been platted and/or built within the Mountain Village not including the subject property (Building 4 at 32 UEs). Constructed lodge style buildings include Shooting Star (Building 2), One Empire Pass (Building 5), Silver Strike (Building 6), Flagstaff Lodge (Building 7), Arrowleaf A and B (Building 8 & 9), and Grand Lodge. Empire Residences (Building 3) and The Residences at the Tower (Building 1) are under construction. The approval of the Argent at Empire Pass Condominiums would bring the total approved UEs to 770. There is sufficient remaining density for the proposal. **Complies**.
Affordable Housing Approximately 572 UE certificates of occupancy have been issued for the entire Flagstaff Annexation and Development area (Pods A, B1, B2, and D). According to the Annexation and Development Agreement, 15 AUE of affordable housing obligations come due for each 150 UE certificates of occupancy. The next housing obligation trigger point is 600 UE certificates of occupancy, when 60 AUE are required to be complete. As of now 105 AUE affordable units are completed and have certificates of occupancy (89 AUE are off-mountain and 16.675 AUE are on-mountain). The Village at Empire Pass North Subdivision identifies an on-site housing obligation of 2 AUE for the subject property.	The plans identify two deed restricted affordable units, or AUEs as they are called in Flagstaff, within the building consisting of 2.0 AUE. One unit is 808 sf and the second unit is 803 sf. One unit is a Studio and one unit is a 1 bedroom unit. **Complies**. In addition, plans include one ADA accessible 1 bedroom unit of 801 sf.

The Planning Department notes that the applicant submitted a revised site plan as the building as originally configured did not meet the required side setbacks on the northeast side and included balconies, sidewalks and steps that projected into this setback. The revised site plan appears to meet all required setbacks.

The City Engineering Division has noted that there is no curb cut separation between the driveway for the subject property and the Empire Residences building directly to the south. They have requested the applicant seek to separate these driveways so that the driveways do not read as one wide curb cut. The applicant is looking at this concern and expects to have a proposed solution prior to the October 9, 2019, public hearing.

The platted units include:

Unit #	Total Floor Area (sf)	Bedrooms	Parking required
Private Units			
Unit 102	2596	4BR	2
Unit 103	2294	3BR	2
Unit 106	2853	4BR	2
Unit 201	1517	2BR	1.5
Unit 202	1991	3BR	1.5
Unit 203	1974	3BR	1.5
Unit 204	1908	3BR	1.5
Unit 205	2426	3BR	2
Unit 206	2908	4BR	2
Unit 301	1517	2BR	1.5
Unit 302	1996	3BR	1.5
Unit 303	1972	3BR	1.5
Unit 304	1907	3BR	1.5
Unit 305	2426	3BR	2
Unit 306	2457	3BR	2
Unit 401	1517	2BR	1.5
Unit 402	1996	3BR	1.5
Unit 403	1972	3BR	1.5
Unit 404	1907	3BR	1.5
Unit 405	2429	3BR	2
Unit 406	2447	3BR	2
Unit 501	3214	4BR	2
Unit 503	1491	2BR	1.5
Unit 504	1899	3BR	1.5
Unit 505	2443	3BR	2
Unit 506	2456	3BR	2
Unit 604	3680	4BR PH	2
Unit 605	3779	4BR PH	2
28 Total Private Residential Units	63,986		52
Emp. Unit (EHU)	803	Studio	1
Emp. Unit (EHU)	808	1BR	1
Unit 102 (ADA accessible)	801	1BR	1
Amenity.	8,433		n/a
Service/Support	15,893		n/a
Parking	14,077		n/a

Gross building area, including all residential, accessory, circulation, storage, mechanical, and parking	108,602		n/a

The condominium plat identifies 28 private residential units not exceeding 64,000 square feet, and 32 UE. The units range from 2 bedroom 2 bath units to 4 bedroom 4.5 bath penthouses.

The two deed restricted units appear on the plat as Private ownership units. The Plat will include a note stating that these units must be occupied by individuals employed within certain areas of Park City and will have a reduced dues structure and will reference a Deed Restriction to be recorded at the same time as the Plat. Ownership of the two units will remain with the Declarant and the units will be leased to the HOA for occupancy by the Lodge Keeper and other employees of Deer Valley Lodging. The Declarant will have a right to sell the units, but the deed restriction will limit the values for both sale and rent.

This is consistent with the operation of the deed restricted units at the Grand Lodge, Flagstaff, One Empire Pass, and Arrowleaf Lodges. These projects maintain ownership of the deed restricted units and lease them the manager of the property or to someone employed in the Empire Pass area that qualifies for the unit. Shooting Star does not have a deed restricted unit in the building and the deed restricted unit at Silver Strike is designated as common. The Silver Strike unit is controlled by the HOA and is under agreement to a qualified buyer. ***A deed restriction for the EHU unit, approved by the City, is a Condition of Approval prior to plat recordation. The deed restriction should outline and resolve concerns that may have come up on other affordable units platted as private.***

The ADA accessible unit is platted as Common area and owned in common with all owners. No dues structure or costs are associated with the unit. The HOA Board will enter into a management agreement with Deer Valley Lodging or the current property manager to rent the unit along with other ADA accessible units available for rent, first to people requesting accessible units and secondarily to the general public.

An underground parking structure provides 35 Common parking spaces, including 2 ADA spaces, as well as limited storage areas for 13 of the units. Three surface spaces are provided at the drop off area in front of the building and one stall is proposed via an easement just off the driveway of the abutting Empire Residences.

Additional Information

Is the project in compliance with the Development Agreement, particularly with respect to Technical Reports 5 & 6?

The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities for the annexation area. The application is in compliance with the location, density and affordable housing requirements of the Development

Agreement as they apply to this lot, the VEP MPD approved in 2004, and The Village at Empire Pass North Subdivision Plat approved in 2017.

The Council will separately consider the compliance matters regarding technical reports 5 & 6 as part of the proposed Memorandum of Agreement with REDUS, Storied Development, and the Master Owners Association. A Residences at the Tower Condominiums Plat Condition of Approval (Exhibit G - Condition of Approval #5) requires finalizing that MOA prior to the recordation of the Twisted Branch Road Subdivision Plat. A Work Session has been scheduled by the City Council on this matter for November 7, 2019.

Good Cause

Staff finds Good Cause for this Condominium Plat as it is consistent with the density, maximum height, location and uses identified in the approved VEP Master Planned Development Site Plan and the Village at Empire Pass North Subdivision Plat. The Condominium Plat allows for the sale of individual units and provides two affordable housing units and an ADA accessible unit on site.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at the time besides the City Engineer's concern with the curb cut (see CUP report). The applicant is addressing this concern and will present revised plans at the October 9, 2019 public hearing.

Notice

On September 25, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record and on the Utah Public Notice website on September 25, 2019.

Public Input

As of the writing of this report staff has not received any public comment on this application.

Alternatives

- Planning Commission may forward a positive recommendation to City Council for the Argent at Empire Pass Condominiums, as conditioned or amended, or
- Planning Commission may forward a negative recommendation to City Council for the Argent at Empire Pass Condominiums, and direct staff to make Findings for this decision, or
- Planning Commission may continue the item to a date certain. If the Argent at Empire Pass Condominiums CUP is not approved at this meeting then this Condominium Plat application should be continued to a future date.

Significant Impacts

There are no significant fiscal or environmental impacts that result from this application. Platting the condominium units allows individual units to be sold.

Consequences of not taking the Suggested Recommendation

Individual units could not be sold.

Recommendation

Staff recommends the Planning Commission hold a public hearing for the Argent at Empire Pass Condominiums Condominium Plat, for 28 market rate residential units, one ADA accessible unit and two deed restricted units within one building, and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits

Ordinance
Exhibit A – Draft Condo Plat Plans
Exhibit B – Applicant's Project Description
Exhibit C – Village at Empire Pass North Subdivision
Exhibit D – Village at Empire Pass Planned Development (VEP MPD) approval (link)
Exhibit E – Flagstaff Development Agreement (link)
Exhibit F – Technical reports (link)
Exhibit G – Residences at the Tower Conditions of Approval and Memorandum of Agreement

Draft Ordinance No. 2019-XX

AN ORDINANCE APPROVING THE EMPIRE RESIDENCES CONDOMINIUM PLAT LOCATED AT 7677 VILLAGE WAY, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Argent at Empire Pass Condominiums, located at 7677 Village Way, petitioned the City Council for approval of the Argent at Empire Pass Condominiums Plat; and

WHEREAS, on September 25, 2019, the property was properly posted and legal notice was sent to all affected property owners; and

WHEREAS, on September 25, 2019, proper legal notice was published in the Park Record and on the Utah Public Notice website according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on October 9, 2019, to receive input on the Argent at Empire Pass Condominiums Plat;

WHEREAS, the Planning Commission, on October 9, 2019, forwarded a _____ recommendation to the City Council; and,

WHEREAS, the City Council on October x, 2019, held a public hearing and took final action on the Condominium Plat; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Argent at Empire Pass Condominiums Plat consistent with the Village at Empire Pass Master Planned Development Agreement and the Argent at Empire Pass Condominiums Conditional Use Permit.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Argent at Empire Pass Condominiums Plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property was originally part of the Flagstaff Mountain Annexation and Development Agreement approved by City Council per Resolution No. 99-30 on June 24, 1999 and amended on March 2, 2007.
2. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities for the annexation area.
3. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (VEP MPD) (Pods A and B1) within the

Flagstaff Mountain Annexation and Development area. The MPD (also known as the Mountain Village) was later amended to include Pod B2 (Montage and B2 East).

4. The Mountain Village (Pods A, B1 and B2) was approved for a maximum of 785 UE of multi-family (550 multifamily units) and 16 single family units. A maximum of 60 PUD style units (i.e. Belles, Paintbrush, and Nakoma) were approved as part of the overall multi-family units.
5. To date 770 UEs and 16 single family units have been platted and/or built including the Argent at Empire Pass Condominiums.
6. Constructed lodge style buildings include Shooting Star (Building 2), One Empire Pass (Building 5), Silver Strike (Building 6), Flagstaff Lodge (Building 7), Arrowleaf A and B (Buildings 8 & 9). Empire Residences (Building 3) and the Condominiums at the Tower (Building 1) are currently under construction.
7. There is sufficient density remaining within the VE MPD for the proposed 28 units (32 UE).
8. 572 UE certificates of occupancy have been issued for the entire Flagstaff Annexation and Development area (Pods A, B1, B2, and D). According to the Annexation and Development Agreement, 15 AUE of affordable housing obligations come due for each 150 UE certificates of occupancy. The next housing obligation trigger point is 600 UE certificates of occupancy, when 60 AUE are required to be complete. As of now 105 affordable units are completed and have certificates of occupancy (89 units are off-mountain and 16 units are on-mountain).
9. As part of the Argent at Empire Pass Condominiums CUP 2.0 AUE (1600 sf) is required by the subdivision plat for this lot. The affordable units consists of an 808 sf studio and a 803 sf one bedroom unit designated as private area and can be sold as an affordable unit or used for long term rental to qualified workers consistent with the Flagstaff Housing Mitigation Plan and applicable housing resolutions.
10. On July 22, 2019, the Planning Department received an application for a both a Condominium Plat and a Conditional Use Permit for a twenty-eight (28) unit residential building to be located on Lot 2 of the Village at Empire Pass North Subdivision. The applications were deemed complete on August 22, 2019 and are currently under review by the Planning Commission.
11. The property is located at 7677 Village Way and is known as Lot 2 of The Village at Empire Pass North Subdivision, approved by Council on June 15, 2017.
12. Access to the property is from Village Way, a private street.
13. Lot 2 consists of 2.01 acres or 87,556 square feet and is currently undeveloped.
14. The property is subject to subdivision plat notes that require compliance with the Flagstaff Annexation and Development Agreement, approval of a Conditional Use Permit for each lodge building prior to issuance of a building permit, a declaration of condominium and a record of survey plat prior to individual sale of units, membership in the Empire Pass Master HOA, a 20’ snow storage easement along the street frontages, water efficient landscaping, and various utility and maintenance provisions.
15. The proposed condominium plat memorializes the density, size and configuration of units to be construction in one phase and identifies areas of private, common and limited common ownership.
16. The condominium plat identifies 28 private residential units totaling 63,986 sf, utilizing up to 32 UE. The units range in size from 1,491 sf to 3,779 sf. The 801 sf

ADA accessible one bedroom unit is identified as common area. The 808 and 803 sf deed restricted units are identified as private area.
17. No commercial uses are proposed in the building.
18. Based on the unit sizes, a minimum of 39 parking spaces are required when taking into consideration the 25% parking reduction required by the Flagstaff Development Agreement and MPD.
19. An underground parking structure provides 35 parking spaces, including 2 ADA spaces, as well as limited common storage areas for some unit. Four surface spaces are provided for a total of 39 parking spaces.
20. All parking spaces will remain Common Area on the Plat but each unit will be assigned one stall and the rest will be kept as common usage.
21. The plat is consistent with the approved Village at Empire Pass Master Planned Development and the Empire Residences Conditional Use Permit in terms of density, height, uses, setbacks, and parking.
22. The application is in compliance with the location, density and affordable housing requirements of the Development Agreement as they apply to this lot, the VEP MPD approved in 2004, and The Village at Empire Pass North Subdivision Plat approved in 2017.
23. There is no indication that this particular property or application is inconsistent with a specific provision of the Flagstaff DA or LMC.
24. The Council will separately consider the compliance matters regarding Technical Reports 5 & 6 as part of the proposed Memorandum of Agreement with REDUS, Storied Development, and the Master Owners Association on November 7, 2019.
25. A Residences at the Tower Condominiums Plat Condition of Approval requires finalizing that MOA prior to the recordation of the Twisted Branch Road Subdivision Plat.
26. A Master Homeowners Association document and Maintenance Agreement for the Mountain Village were reviewed and approved by the City prior to issuance of building permits for buildings within the Mountain Village. This property is also subject to these documents, in addition to any declaration of condominium and CCRs recorded with the Condominium Plat.
27. The condominium plat allows for the sale of individual units.

<u>Conclusions of Law:</u>
1. There is good cause for this Condominium Plat.
2. The Condominium Plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed Condominium Plat.
4. Approval of the Condominium Plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

<u>Conditions of Approval:</u>
1. The City Attorney and City Engineer will review and approve the final form and content of the amended condominium plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the Plat.
2. The applicant will record the Condominium Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's

time, this approval for the plat will be void, unless a request for an extension is submitted in writing and approved by the City Council.

3. Conditions of approval of the Village at Empire Pass Master Planned Development (MPD) and the Empire Residences Conditional Use Permit (CUP) apply to this Plat and a note shall be added to the plat prior to recordation referencing that conditions of approval of the Village at Empire Pass MPD, Village at Empire Pass North Subdivision, and the Empire Residences CUP continue to apply to this Condominium Plat.
4. All applicable recorded public utility and access easements shall be indicated on this Condominium Plat prior to recordation.
5. The deed restricted housing units shall be a minimum of 808 and 803 sf respectively, to meet the plat note requirement of 2.0 AUE for this lot. One AUE is equivalent to 800 sf according to the Development Agreement.
6. Deed Restrictions for the restricted units, approved by the City in accordance with the applicable Housing Resolution, shall be recorded prior to plat recordation. The deed restrictions shall outline and resolve any issues or concerns that may have come up on other affordable units platted as private. The plat shall note that the EHU is subject to a deed restriction.
7. The CCRs shall limit the HOA dues related to the deed restricted employee housing units in order to ensure the units remains affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees) to ensure that the unit doesn't lose its affordability due to such fees. The CCRs shall be submitted with the Condominium Plat for review and approval by the City prior to final Condominium Plat recordation.
8. The ADA unit shall be platted as Common Area.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this ____ day of October, 2019.

PARK CITY MUNICIPAL CORPORATION

_____
Andy Beerman, MAYOR

ATTEST:

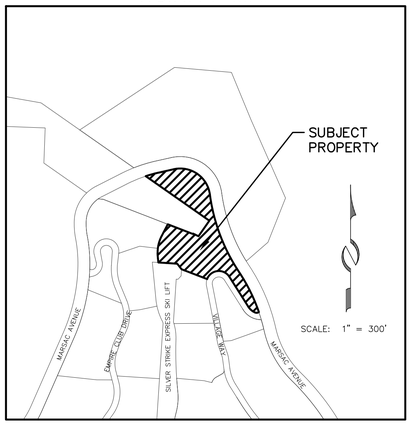
_____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

Exhibits
Exhibit A – Condominium Plat

VICINITY MAP



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that LOT 2 EMPIRE PASS NORTH LLC, a Delaware limited liability company, the undersigned owner of the hereon described tract of land, to be known hereafter as ARGENT AT EMPIRE PASS CONDOMINIUMS, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this condominium plat to be prepared, and does hereby consent to the recordation of this condominium plat

ALSO, the owner or its representative, hereby irrevocably offers for dedication to Park City all the easements and required utilities and easements shown on this condominium plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this _____ day of _____, 2019.

LOT 2 EMPIRE PASS NORTH LLC,
a Delaware limited liability company,

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2019, _____ personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the _____ of LOT 2 EMPIRE PASS NORTH LLC, a Delaware limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed ARGENT AT EMPIRE PASS CONDOMINIUMS.

By: _____
Notary Public

_____
Printed Name

Residing in: _____

My Commission Expires: _____

Commission No.: _____

PROFESSIONAL LAND SURVEYOR
No. 4857264
MICHAEL DEMKOWICZ
STATE OF UTAH

SURVEYORS CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner, REDUS Park City LLC, a Delaware limited liability company, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

BOUNDARY DESCRIPTION

All of LOT 2, VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Summit County Recorder, Summit County, Utah.

NOTES

1. The dimensions of the private spaces and square footage calculations are based on drawings supplied by IBI Group, The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration of Condominium for ARGENT AT EMPIRE PASS CONDOMINIUMS, a Utah Condominium Project. Such calculations typically differ somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.
2. All common structural elements are designated as Common Areas and Facilities, as described in the Declaration of Condominium.
3. Building ties on this sheet are from the property line to the building foundation as shown.
4. All Common Areas and Facilities are dedicated as non-exclusive easements to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Service District, and Summit County for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement.
5. Access to the units is by private roads and is not warranted by Park City.
6. The units of the ARGENT AT EMPIRE PASS CONDOMINIUMS are served by a Common Private Lateral Wastewater Line. The ARGENT AT EMPIRE PASS CONDOMINIUMS Master Owners Association, Inc. (the "Master Association") shall be responsible for the maintenance and replacement of said Private Lateral Wastewater Line serving ARGENT AT EMPIRE PASS CONDOMINIUMS. The cost of such maintenance and replacement shall be paid by the ARGENT AT EMPIRE PASS CONDOMINIUMS Owners Association, Inc. as part of the common expenses.
7. Units EMP-A & EMP-B: Deed Restricted Employee/Affordable Housing Act (EHU). Unit 102 on Level One is designed as an ADA unit.
8. All conditions of approval of the Village at Empire Pass (Pod A) Master Planned Development, approved July 28, North Village at Empire Pass Master Planned Development, the Village at Empire Pass North Subdivision Plat, recorded January 23, 2018 as Entry Number 1085414, the Argent Conditional Use Permit, dated _____, 2019 and Park City Ordinance _____ shall continue to apply.
9. Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the Lot.
10. The Empire Pass Master Owners Association, Inc. (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass, as amended ("Master Declaration"), requires the membership of each unit owner. Members are subject to the terms of its articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.
11. Owners and potential buyers of any unit or land within the lots depicted on this plat are given notice that they own or are buying property in a resort area in which all-season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by errant skiers, mountain bikers and other resort patrons, equipment, machine-made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that may affect the properties depicted hereon. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilities is governed by such owner or agreements with such owner.
12. Village Way is a private road to be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration. Village Way is not a public road or right-of-way.
13. Lot 2 hereby grants a non-exclusive resort and access easement over the western edge of the property as depicted on this plat as the "5' Wide Ski Easement". This easement is for the benefit of Lot 4 Village at Empire Pass North Subdivision for resort operations and trail maintenance and for the benefit of the Lot 15 Village at Empire Pass Westside Subdivision (One Empire Pass Condominiums) property owners, invitees and guests for purposes of ski and pedestrian access.
14. Lot 2 hereby grants a non-exclusive easement near the western edge of the property as depicted on this plat as the "10' Skiway Buffer Zone". This easement is for the benefit of Lot 4 Village at Empire Pass North Subdivision providing that without prior written consent of owner of Lot 4 no above-ground building, trees or other landscaping obstructions may be constructed or maintained in the Skiway Buffer Zone.
15. This plat records a total of 63,986 SF of Residential Unit area that is subject to the Unit Equivalent (UE) representing 31.99 UE. Units EMP-A & EMP-B at the basement level & unit 105 ADA at level one are excluded from this number.

LEGEND

- Found Section monument (As-Noted)
- Not-Found Section monument (As-Noted)

30' 0 30' 60'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 05°33'11" W	17.15'
L2	N 11°45'46" E	1.93'
L3	S 64°00'00" E	25.34'
L4	N 38°03'59" W	29.36'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	300.00'	20.22'	03°51'42"
C2	150.00'	75.83'	28°57'57"
C3	575.00'	55.52'	05°31'57"
C4	15.00'	16.07'	61°23'47"
C5	62.50'	38.43'	35°13'44"

ARGENT AT EMPIRE PASS CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

9/24/19 SHEET 1 OF 10

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(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____

DAY OF _____, 2019

BY _____
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____

DAY OF _____, 2019

BY _____
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____

DAY OF _____, 2019

BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____

DAY OF _____, 2019

BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY

COUNCIL THIS _____ DAY OF _____, 2019

BY _____
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS CONDOMINIUM PLAT WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2019

BY _____
PARK CITY RECORDER

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____

_____ _____
FEE RECORDER

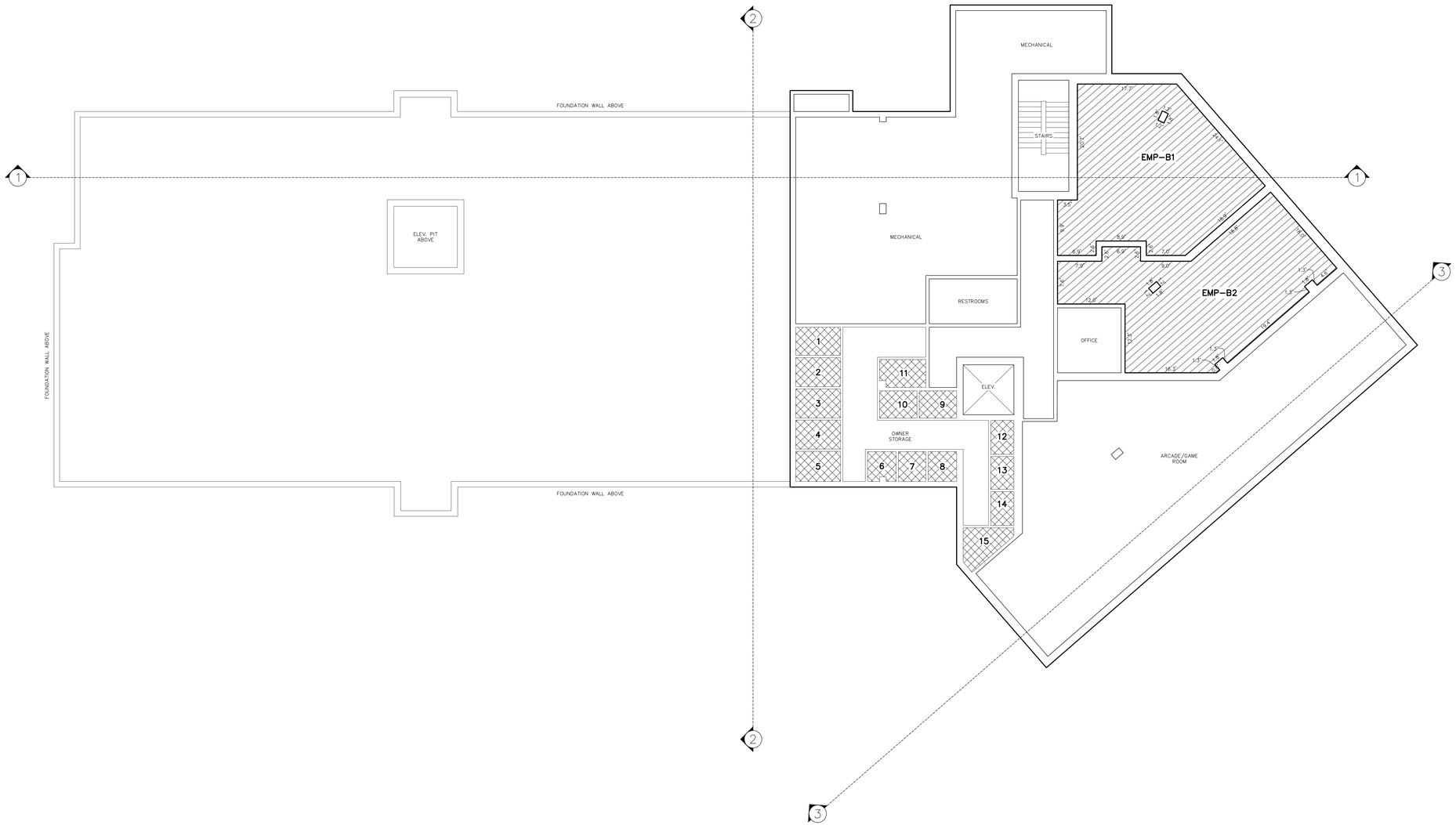
TIME _____ DATE _____ ENTRY NO. _____

BASEMENT
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
EMP–B1	803 SF
EMP–B2	808 SF

BASEMENT
STORAGE UNIT OWNERSHIP

OWNER STORAGE UNIT NUMBER	ROOM UNIT NUMBER
S.U.–1	
S.U.–2	
S.U.–3	
S.U.–4	
S.U.–5	
S.U.–6	
S.U.–7	
S.U.–8	
S.U.–9	
S.U.–10	
S.U.–11	
S.U.–12	
S.U.–13	
S.U.–14	
S.U.–15	



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON
LIMITED COMMON
PRIVATE OWNERSHIP

BASEMENT

ARGENT AT EMPIRE PASS CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

10' 0 10' 20'

(435) 649–9467
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323 Main Street P.O. Box 2664 Park City, Utah 84060–2664

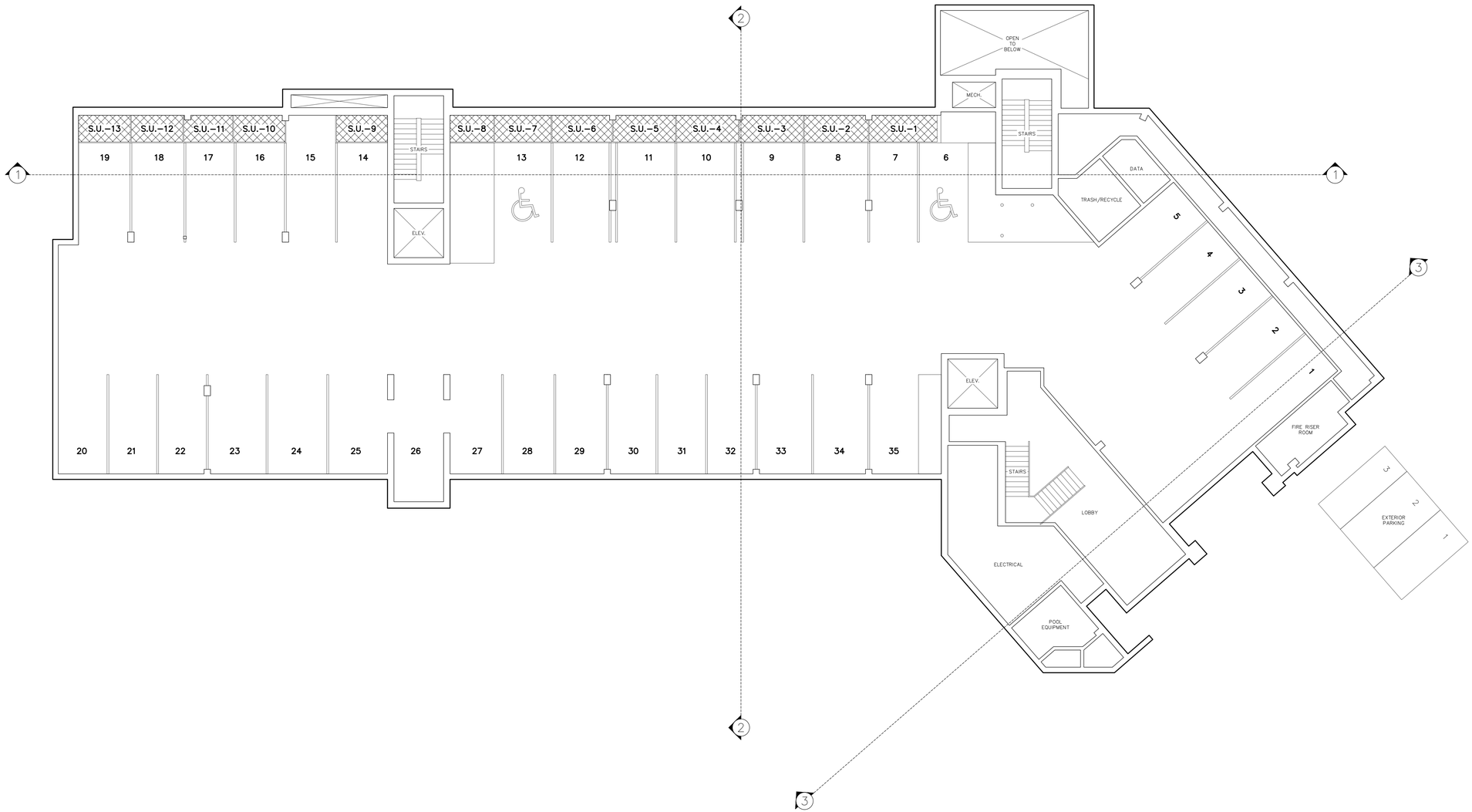
JOB NO.: 6–3–19 FILE: X:\Empire\dwg\srv\plat2019\060319–Argent.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____

_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____



PARKING
STORAGE UNIT OWNERSHIP

OWNER STORAGE UNIT NUMBER	ROOM UNIT NUMBER
S.U.–1	
S.U.–2	
S.U.–3	
S.U.–4	
S.U.–5	
S.U.–6	
S.U.–7	
S.U.–8	
S.U.–9	
S.U.–10	
S.U.–11	
S.U.–12	
S.U.–13	

PARKING
PARKING SPACE OWNERSHIP

PARKING SPACE NUMBER	ROOM UNIT NUMBER
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
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OWNERSHIP LEGEND

COMMON

LIMITED COMMON

PRIVATE OWNERSHIP

PARKING

ARGENT AT EMPIRE PASS CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

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9/24/19 SHEET 3 OF 10

JOB NO.: 6-3-19 FILE: X:\Empire\dwg\srv\plat2019\060319-Argent.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____

_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

LEVEL 1
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
102	2,596 SF
103	2,294 SF
105 ADA	801 SF
106	2,853 SF

LEVEL 1
SKI LOCKER OWNERSHIP

SKI LOCKER NUMBER	ROOM UNIT NUMBER
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
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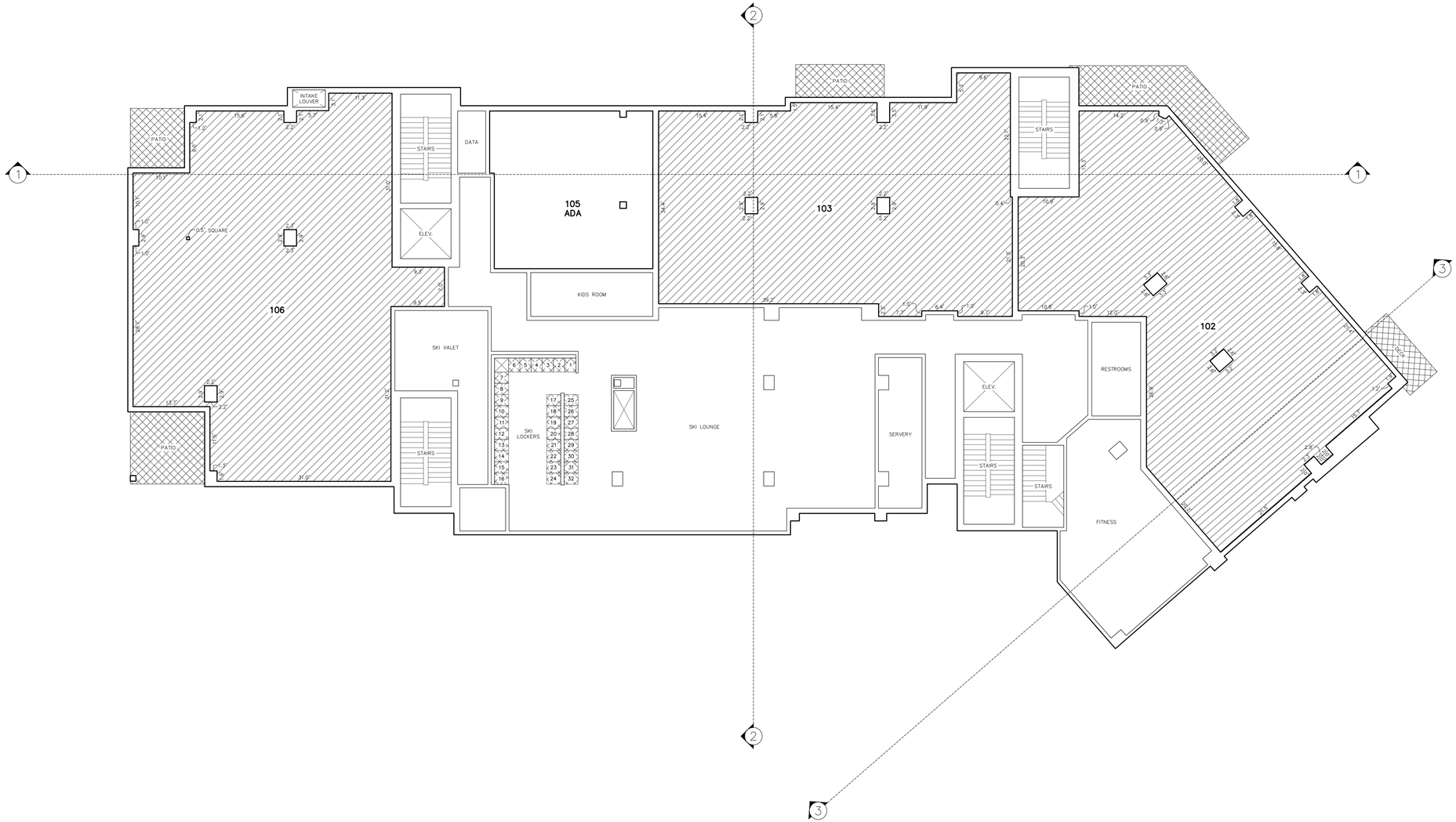

LEVEL 1

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON

LIMITED COMMON

PRIVATE OWNERSHIP

10' 0 10' 20'

ARGENT AT EMPIRE PASS CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
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9/24/19 SHEET 4 OF 10

JOB NO.: 6-3-19 FILE: X:\Empire\dwg\srv\plat2019\060319-Argent.dwg

RECORDED

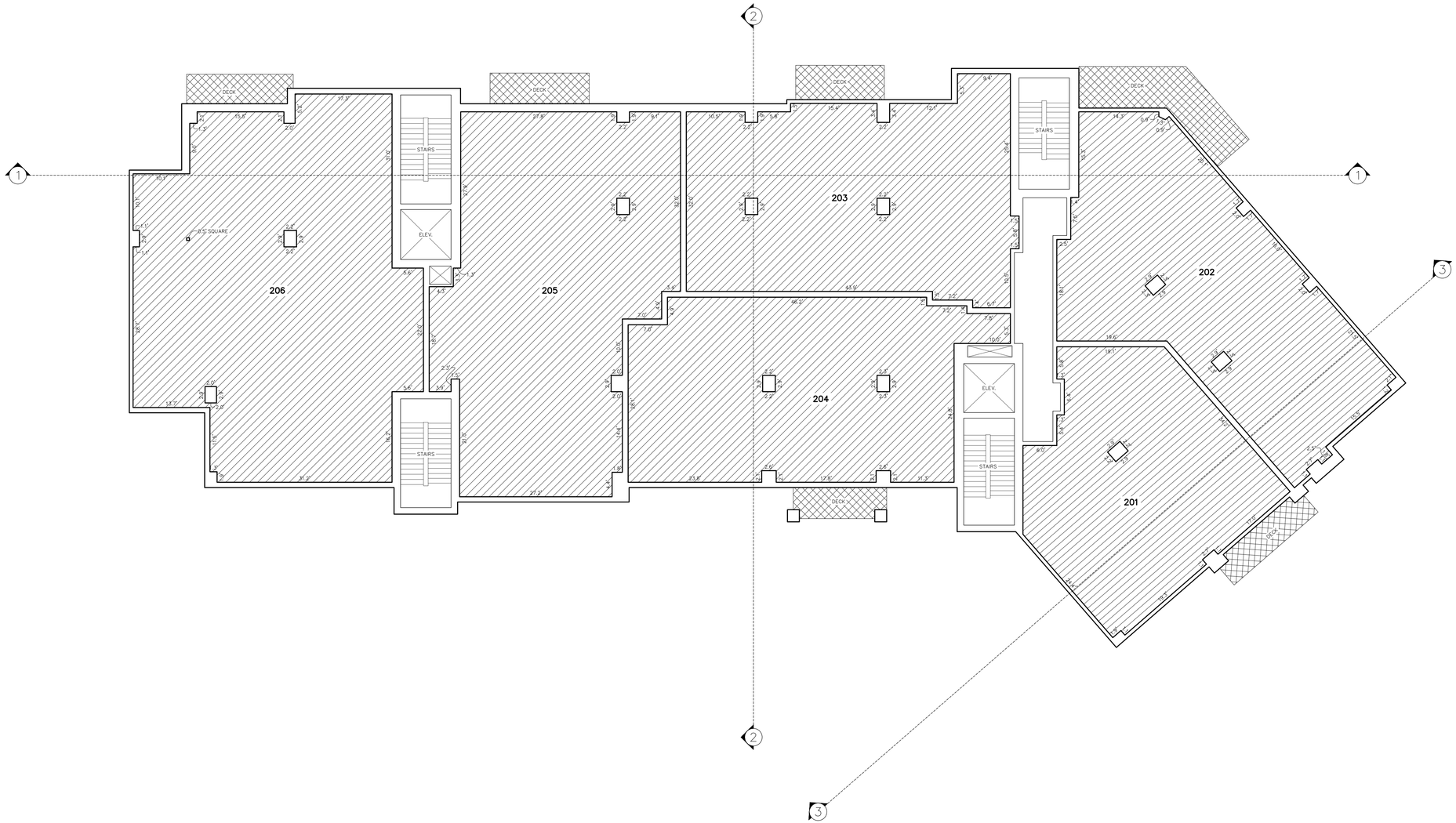
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____

_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

LEVEL 2
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
201	1,517 SF
202	1,991 SF
203	1,974 SF
204	1,908 SF
205	2,429 SF
206	2,908 SF



LEVEL 2

ABBREVIATION LEGEND

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S.U. = STORAGE UNIT

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COMMON
LIMITED COMMON
PRIVATE OWNERSHIP

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RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
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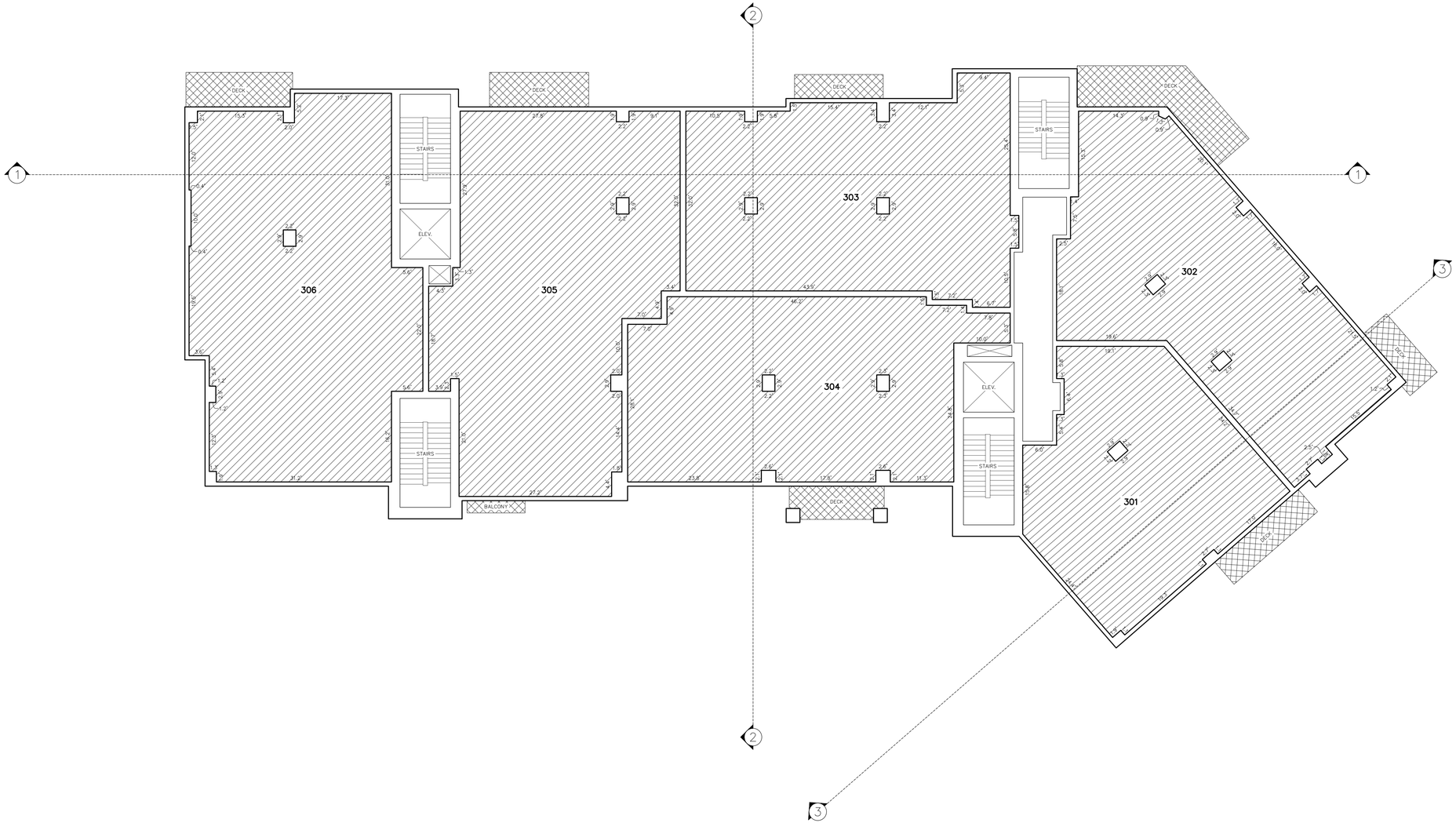
_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

LEVEL 3
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
301	1,517 SF
302	1,991 SF
303	1,974 SF
304	1,908 SF
305	2,429 SF
306	2,456 SF



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OWNERSHIP LEGEND

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PRIVATE OWNERSHIP

LEVEL 3

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ARGENT AT EMPIRE PASS CONDOMINIUMS

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RECORDED

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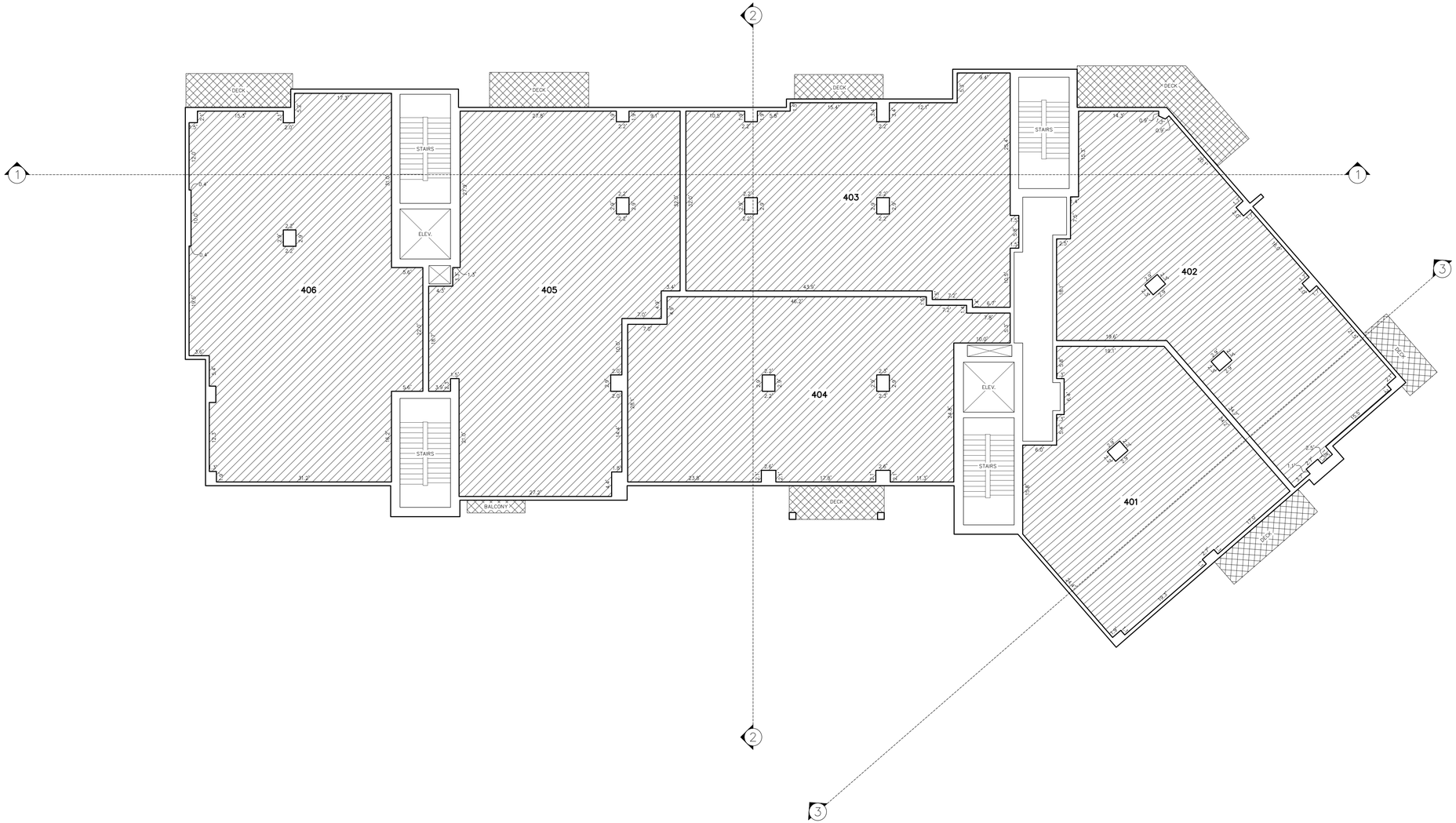
AT THE REQUEST OF _____

_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

LEVEL 4
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
401	1,517 SF
402	1,991 SF
403	1,974 SF
404	1,908 SF
405	2,429 SF
406	2,456 SF



LEVEL 4

ABBREVIATION LEGEND

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S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON
LIMITED COMMON
PRIVATE OWNERSHIP

ARGENT AT EMPIRE PASS CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

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RECORDED

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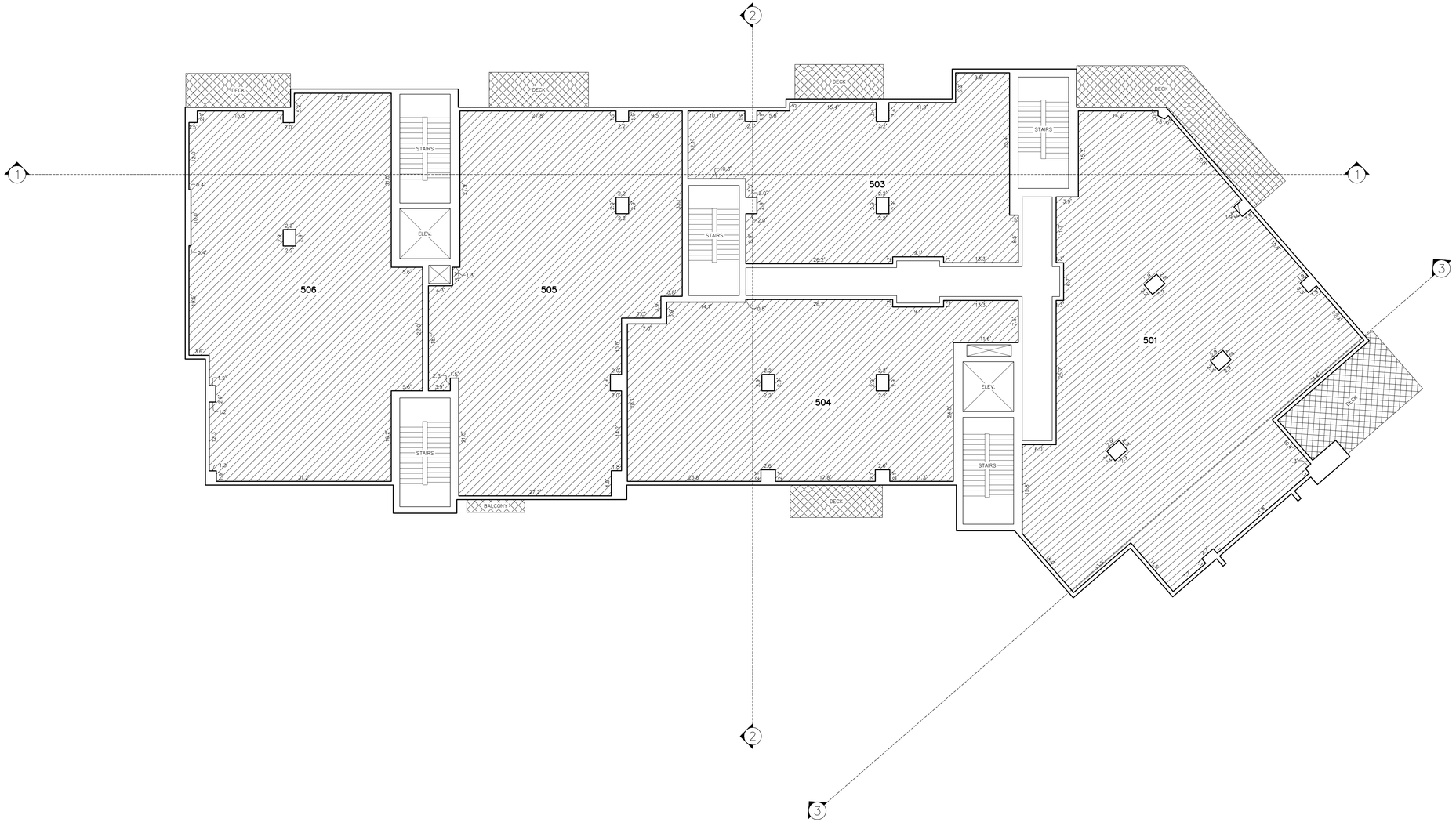
_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

LEVEL 5
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
501	3,214 SF
503	1,491 SF
504	1,899 SF
505	2,447 SF
506	2,456 SF



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OWNERSHIP LEGEND

COMMON
LIMITED COMMON
PRIVATE OWNERSHIP

LEVEL 5

10' 0 10' 20'

ARGENT AT EMPIRE PASS CONDOMINIUMS

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RECORDED

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_____ FEE _____ RECORDER

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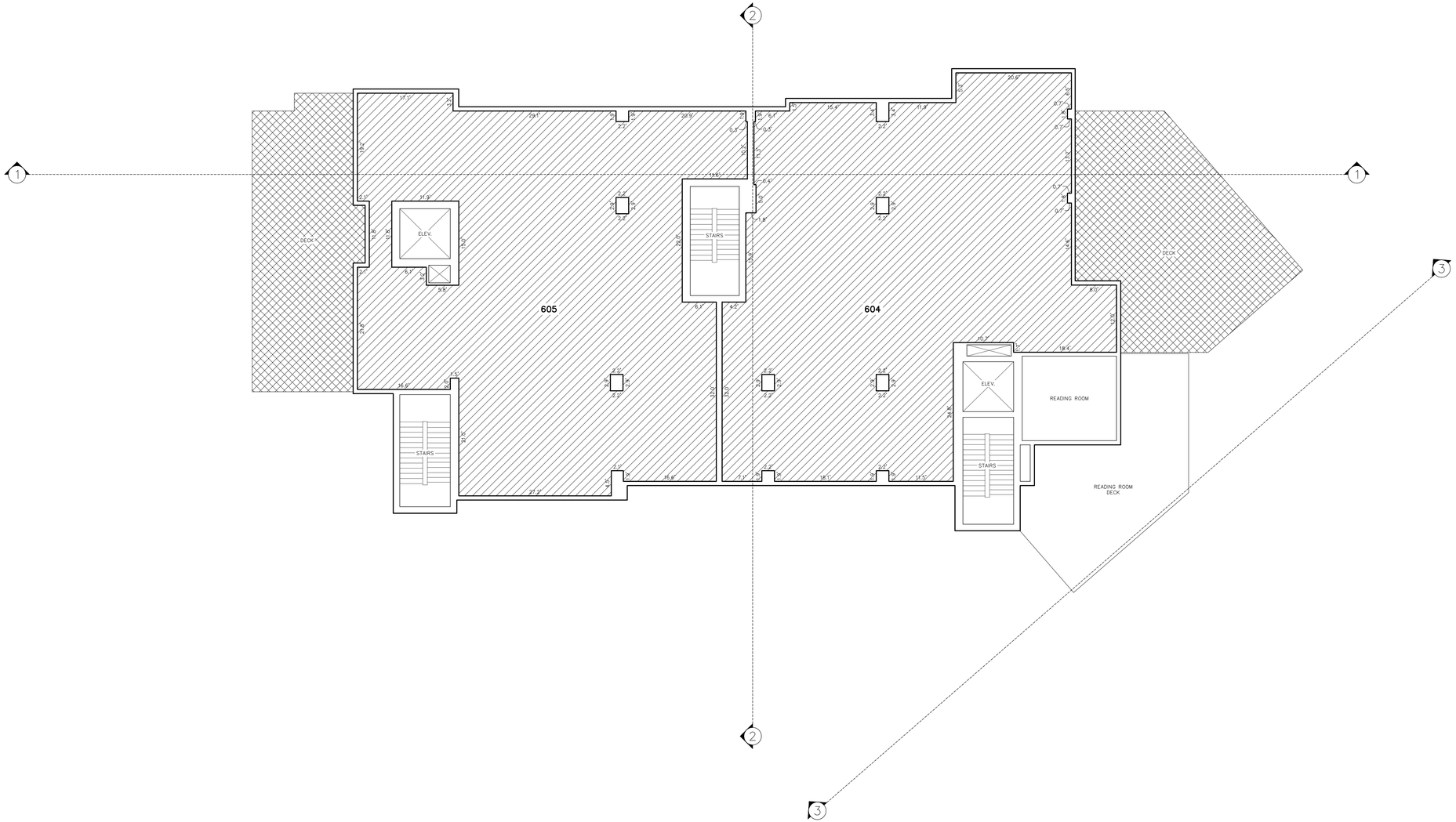
LEVEL 6
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
604	3,680 SF
605	3,779 SF



LEVEL 6

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S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON
LIMITED COMMON
PRIVATE OWNERSHIP

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ARGENT AT EMPIRE PASS CONDOMINIUMS

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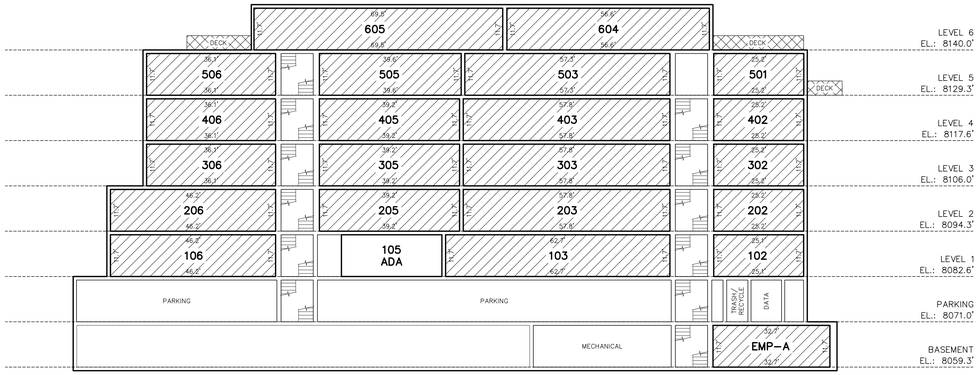
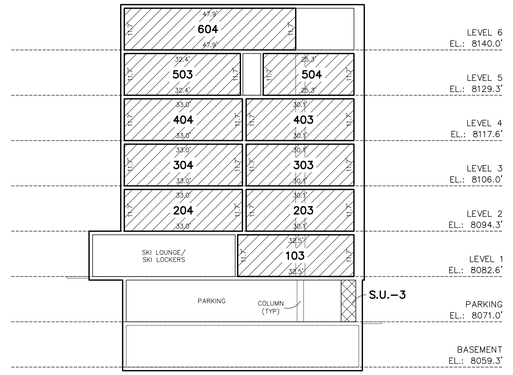
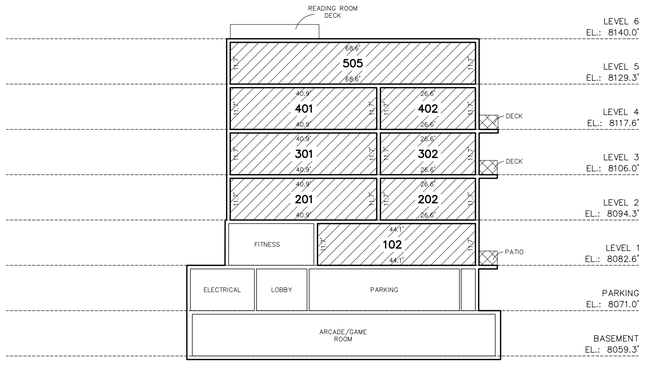


SECTION 1



SECTION 2



SECTION 3

ABBREVIATION LEGEND

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OWNERSHIP LEGEND

COMMON

LIMITED COMMON

PRIVATE OWNERSHIP

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ARGENT AT EMPIRE PASS CONDOMINIUMS

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20' 0 20' 40'

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RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____

_____ _____
FEE RECORDER

TIME _____ DATE _____ ENTRY NO. _____

Lot 2 – Empire Pass North, LLC

PO Box 682023
Park City, Utah 84060
Phone: 435.714.0267
E-Mail: bfiveash@ewpartners.com

To: Park City Planning
From: Bill Fiveash OBO Lot 2 Empire Pass North, LLC
Date: July 16, 2019
Re: VEPNS-2 : CUP Written Statement

Memo

Lot 2 - Empire Pass North LLC is seeking a Conditional Use Permit for the development and construction of a residential building on Lot 2 at Empire Pass North. The site is part of the land subject to the Amended and Restated Development Agreement for Flagstaff Mountain recorded in March 2007 which granted the Developer/Owner of the property a Large Scale Master Planned Development. This application seeks to move forward the approvals as required in the development agreement to the level considered a Small Scale Master Plan, for which, we believe a CUP is required.

Lot 2 - Empire Pass North LLC is proposing to build a 107,222 SF structure consisting of 28 residential for sale properties (Not exceeding 64,000 SF), 1 Accessible Unit as required by town code (1 ADA Unit), 2 Employee Housing Unit (2 EHU Unit), 39 total parking spaces, and various Residential Accessory Uses as defined in the Development Agreement.

Below are answers to specific questions required in the CUP Application:

How will the proposed use "fit-in" with surrounding uses?

The development of a resort style condominium property was specifically contemplated for this site within the previously granted MPD. The proposed building fits the approved massing and square footage allowances per previous approvals.

What type of service will it provide to Park City?

The property is part of the resort residential development of Empire Pass Village.

Is the proposed use consistent with the current zoning district and with the General Plan?

The proposed development is consistent with the Development Agreement recorded in March 2007 for Flagstaff Mountain.

Is the proposed use similar or compatible with the other uses in the same area?

Yes, the proposed property has received preliminary approval from the Empire Pass HOA Design Review Board as being compliant with the expected design and use of the property.

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JUL 22 2019
PARK CITY
PLANNING DEPT.

Is the proposed use suitable for the proposed site?

Yes, the proposed property fits within the prescribed massing and maximum SF.

Will the proposed use emit noise, glare, dust, pollutants, and odor?

The proposed use is similar in design to the other condominium buildings in Empire Pass Village. There are no extraordinary uses or mechanical systems that one would expect to produce any emissions dissimilar to the other existing properties.

What will be the hour of operation and how many people will be employed?

As a residential property, it is expected to be occupied during all hours of the day. The developer is proposing to have Deer Valley Lodging operate the HOA and thus will employ at least one FTE employee as a lodge keeper, plus other support employees from existing staff of DV Lodging.

Are other special issues that need to be mitigated?

No.

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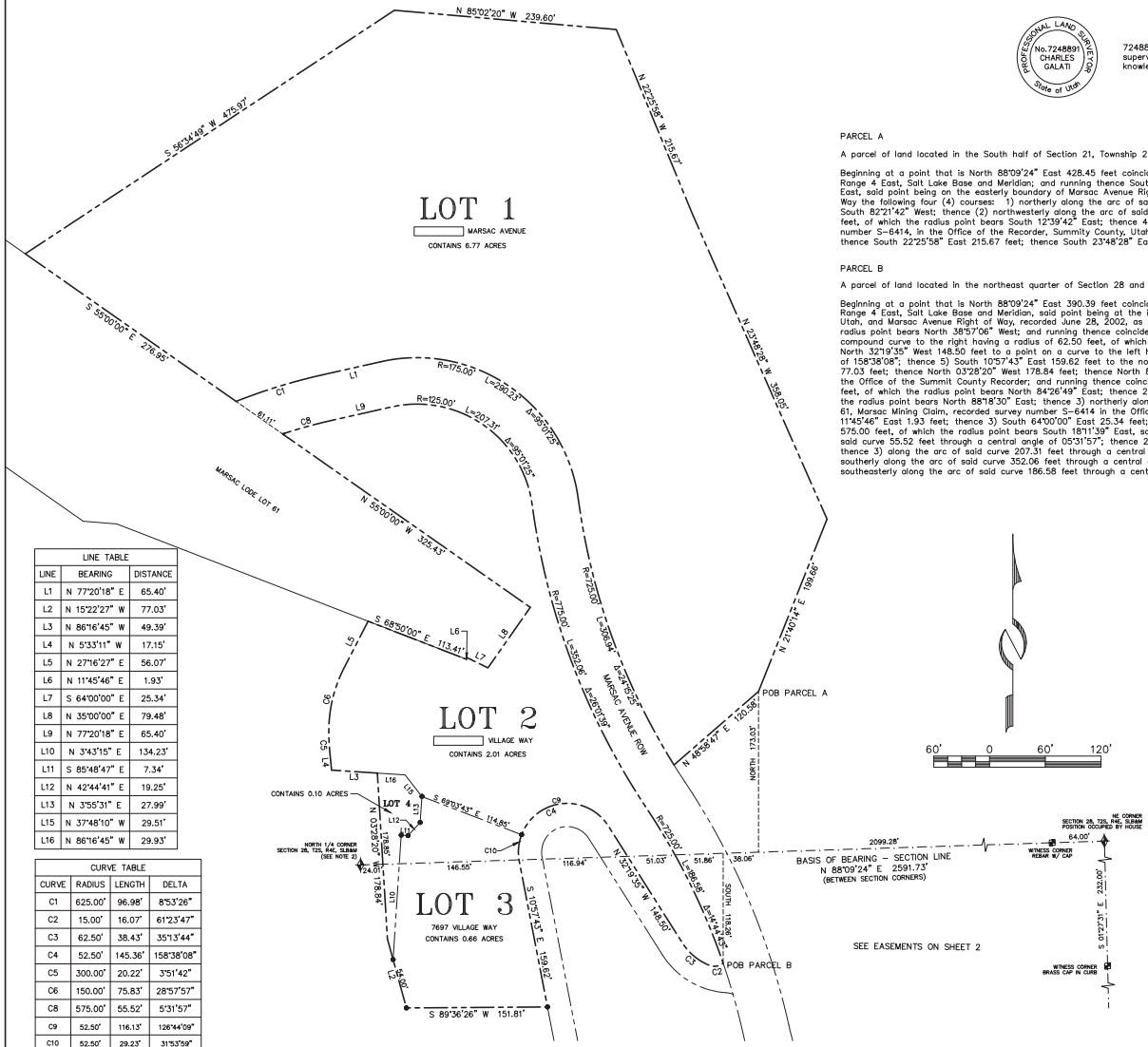
JUL 2 2 2019
PARK CITY
PLANNING DEPT.

EXHIBIT C



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 77°20'18" E	65.40'
L2	N 15°22'27" W	77.03'
L3	N 86°16'45" W	49.39'
L4	N 5°33'11" W	17.15'
L5	N 27°16'27" E	56.07'
L6	N 11°45'46" E	1.93'
L7	S 64°00'00" E	25.34'
L8	N 35°00'00" E	79.48'
L9	N 77°20'18" E	65.40'
L10	N 3°43'15" E	134.23'
L11	S 85°48'47" E	7.34'
L12	N 42°44'41" E	19.25'
L13	N 3°55'31" E	27.99'
L15	N 37°48'10" W	29.51'
L16	N 86°16'45" W	29.93'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	625.00'	96.98'	8°53'26"
C2	15.00'	16.07'	61°23'47"
C3	62.50'	38.43'	35°13'44"
C4	52.50'	145.36'	158°38'08"
C5	300.00'	20.22'	3°51'42"
C6	150.00'	75.83'	28°57'57"
C8	575.00'	55.52'	5°31'57"
C9	52.50'	116.13'	126°44'09"
C10	52.50'	29.23'	31°53'59"

LEGEND

● Set 5/8" rebar w/cap, "ALLIANCE ENGR/LS 154491" (Unless noted otherwise)

Street Address

SURVEYOR'S CERTIFICATE

PROFESSIONAL LAND SURVEYOR No.7248891 CHARLES GALATI State of Utah

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold Certificate No. 7248891, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plat is a correct representation of said survey.

BOUNDARY DESCRIPTION

PARCEL A

A parcel of land located in the South half of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 88°09'24" East 428.45 feet coincident with the section line and North 173.03 feet from a 3-1/4" diameter cap on an aluminum pipe at the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 48°58'47" West 120.58 feet to a point on a non tangent curve to the right having a radius of 725.00 feet, of which the radius point bears North 58°06'17" East, said point being on the easterly boundary of Marsac Avenue Right of Way, recorded June 28, 2002, as Entry No. 623451, in the Office of the Recorder, Summitty County, Utah; thence coincident with Marsac Avenue Right of Way the following four (4) courses: 1) northerly along the arc of said curve 306.94 feet through a central angle of 24°15'25" to a point of reverse curve to the left having a radius of 175.00 feet, of which the radius point bears South 82°21'42" West; thence (2) northwesterly along the arc of said curve 290.23 feet through a central angle of 95°01'25"; thence 3) South 77°20'18" West 65.40 feet to a point on a curve to the left having a radius of 625.00 feet, of which the radius point bears South 12°39'42" East; thence 4) along the arc of said curve 96.98 feet through a central angle of 08°53'26" to a point on the northerly boundary of the Marsac Mining Claim, recorded survey number S-6414, in the Office of the Recorder, Summitty County, Utah; thence coincident with said boundary North 55°00'00" West 276.95 feet; thence North 56°34'49" East 475.97 feet; thence South 85°02'20" East 239.60 feet; thence South 22°25'58" East 215.67 feet; thence South 23°48'28" East 358.05 feet; thence South 21°40'14" West 199.66 feet to the point of beginning.

PARCEL B

A parcel of land located in the northeast quarter of Section 28 and the southeast quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 88°09'24" East 390.39 feet coincident with the section line and South 118.26 feet from a 3-1/4" diameter cap on an aluminum pipe at the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being at the intersection of Village Way, The Village At Empire Pass, Phase 1, recorded November 24, 2004, as Entry No. 718034 in the Office of the Recorder, Summit County, Utah, and Marsac Avenue Right of Way, recorded June 28, 2002, as Entry No. 623451 in the Office of the Recorder, Summit County, Utah, said point also being on a curve to the right having a radius of 15.00 feet, of which the radius point bears North 38°57'06" West; and running thence coincident with Village Way, the following five (5) courses: 1) westerly along the arc of said curve 16.07 feet through a central angle of 61°23'47" to a point of compound curve to the right having a radius of 62.50 feet, of which the radius point bears North 22°26'41" East; thence 2) northwesterly along the arc of said curve 38.43 feet through a central angle of 35°13'44"; thence 3) North 32°19'35" West 148.50 feet to a point on a curve to the left having a radius of 52.50 feet, of which the radius point bears South 57°40'25" West; thence 4) along the arc of said curve 145.36 feet through a central angle of 158°38'08"; thence 5) South 10°57'43" East 159.62 feet to the northerly boundary of Lot 8, The Village At Empire Pass, Phase 1; thence coincident with said Lot 8 South 89°36'26" West 151.81 feet; thence North 15°22'27" West 77.03 feet; thence North 03°28'20" West 178.84 feet; thence North 86°16'45" West 49.39 feet, said point being on the easterly boundary of The Village At Empire Pass West Side, recorded August 12, 2005, as Entry No. 746744 in the Office of the Summit County Recorder; and running thence coincident with said easterly boundary the following four (4) courses: 1) North 05°33'11" West 17.15 feet to a point on a curve to the right having a radius of 300.00 feet, of which the radius point bears North 84°26'49" East; thence 2) along the arc of said curve 20.22 feet through a central angle of 03°51'42" to a point of compound curve to the right having a radius of 150.00 feet, of which the radius point bears North 88°18'30" East; thence 3) northerly along the arc of said curve 75.83 feet through a central angle of 28°57'57"; thence 4) North 27°16'27" East 56.07 feet to a point on the southerly boundary of Lot 61, Marsac Mining Claim, recorded survey number S-6414 in the Office of the Summit County Recorder; thence coincident with said boundary the following five (5) courses: 1) South 68°50'00" East 113.41 feet; thence 2) North 11°45'46" East 1.93 feet; thence 3) South 64°00'00" East 25.34 feet; thence 4) North 35°00'00" East 79.48 feet; thence 5) North 55°00'00" West 325.43 feet to a point on a non tangent curve to the right having a radius of 575.00 feet, of which the radius point bears South 18°11'39" East, said point being on Marsac Avenue Right of Way; thence coincident with Marsac Avenue Right of Way the following five (5) courses: 1) easterly along the arc of said curve 55.52 feet through a central angle of 05°31'57"; thence 2) North 77°20'18" East 65.40 feet to a point on a curve to the right having a radius of 125.00 feet, of which the radius point bears South 12°39'42" East; thence 3) along the arc of said curve 207.31 feet through a central angle of 95°01'25" to a point of reverse curve to the left having a radius of 775.00 feet, of which the radius point bears North 82°21'42" East; thence 4) southerly along the arc of said curve 352.06 feet through a central angle of 26°01'39" to a point of reverse curve to the right having a radius of 725.00 feet, of which the radius point bears South 56°20'03" West; thence 5) southeasterly along the arc of said curve 186.58 feet through a central angle of 14°44'43" to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that REDUS Park City LLC, the undersigned owner of the herein described tract of land, to be known hereafter as VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat. In witness whereof, the undersigned set his hand this _____ day of _____, 2017.

REDUS Park City LLC, a Delaware limited liability company

By: REDUS Properties, Inc., a Delaware corporation Its: manager.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of _____:

ss:

County of _____:

On this _____ day of _____ 2017, David Ash personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, David Ash acknowledged to me that he is an authorized signatory of the herein described tract of land, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

_____ _____

A Notary Public commissioned in Utah Printed Name

Residing in: _____

My commission expires: _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that EMPIRE RESIDENCES, LLC, the undersigned owner of the herein described tract of land, to be known hereafter as VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat. In witness whereof, the undersigned set his hand this _____ day of _____, 2017.

EMPIRE RESIDENCES LLC, a Delaware limited liability company

By: EMPIRE RESIDENCES LLC, a Delaware limited liability company Its: manager.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of _____:

ss:

County of _____:

On this _____ day of _____ 2017, _____ personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Harrison Horn acknowledged to me that he is an authorized signatory of the herein described tract of land, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

_____ _____

A Notary Public commissioned in Utah Printed Name

Residing in: _____

My commission expires: _____

VILLAGE AT EMPIRE PASS NORTH SUBDIVISION

LOCATED IN THE SOUTH HALF OF SECTION 21 & THE NORTH HALF OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

5/3/17 JOB NO.: 12-2-16 FILE: X:\Empire\dwg\srv\plat2016\120216-VAEP North Sub

(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____
DAY OF _____, 2017
BY _____
S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____
DAY OF _____, 2017
BY _____
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____
DAY OF _____, 2017
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2017
BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2017
BY _____
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY
OF _____, 2017
BY _____
PARK CITY RECORDER

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
DATE _____ TIME _____ ENTRY NO. _____
_____ _____
FEE RECORDER

TES:

This plat is subject to the Conditions of Approval in Ordinance 2017-____.

The position of the north ¼ corner of Section 28, Township 2 South Range 4 East SLBM, as shown on this survey, is from the dependent re-survey of Section 28, 29, 31, 22 & 33 performed by Robinson, Biehn & Biehn Inc. in 2000 (Rec.# S-3819, Summit County Recorder's Office).

Conditional use permit approval will be required prior to construction on each of the development lots shown hereon.

A declaration of condominium and a record condominium map will be required for the purpose of the sale of individual units within the development lots shown hereon.

The lots described on this plat are subject to the Restated Development Agreement for Flagstaff Mountain, Bonanza Flat, Richardson Flat, the 20-Acre Quinn's Junction Parcel and Iron Mountain dated as of May 2, 2007, and recorded on March 2, 2007, as Entry No. 00806100 in Book 1850, Page 1897 (the "Development Agreement"). By separate Declaration of Payment and Development Covenants, recorded October 4, 2016, as Entry No. 01055133 in the official records of the Summit County Recorder, as amended, Lot 3 has been allocated the right to develop 24.5 Unit Equivalents within no more than 21 dwelling units and the obligation to locate 1.1 Affordable Unit Equivalents thereon, as each of those capitalized terms is defined in the Development Agreement. Lot 2 has been allocated the obligation to locate 2.0 Affordable Unit Equivalents thereon and Lot 1 has no on-site affordable housing obligations. The allocation of Unit Equivalents to Lot 2 and Lot 1 may be done at a future date by a separate recorded document. No Unit Equivalents will be allocated to Lot 4, which is to be used in connection with resort and similar activities. No lot within this plat has been allocated any commercial Unit Equivalents.

The Empire Pass Master Owners Association, Inc. (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass, as amended ("Master Declaration"), requires the membership of each lot or unit owner. Members are subject to the terms of its articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.

Owners and potential buyers of any unit or land within the lots depicted on this plat are given notice that they own or are buying property in a resort area in which all-season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by errant skiers, mountain bikers and other resort patrons, equipment, machine-made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that may affect the properties depicted hereon. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilities is governed by such owner or agreements with such owner.

The owner of Lot 3 hereby grants a non-exclusive resort and access easement over the approximately west twenty feet (20') of Lot 3, as depicted on this plat as the "Cable UDOT Setback" for the benefit of Lot 4 to allow ski lift maintenance access and the right to conduct resort activities, including to locate movable safety fences.

This plat also depicts the following easements, each of which may be amended, relocated or revised, without amendment hereto, in accordance with each such easement's terms:

a. Agreement and Covenant of Cooperation (Ski Access/Storm Drainage), Entry No. 665956, Summit County Recorder's Office which affects Lot 2 and Lot 3 of this plat.

b. Right-Of-Way and Easement Grant (Gas Utility), Entry No. 755686, Summit County Recorder's Office; potentially affects Lot 2 and Lot 3.

c. Grant of Access Easement (Sewer Utility), Entry No. 850350, Summit County Recorder's Office, affects Lot 2.

d. Grant of Easement (Sewer Utility), Entry No. 716688, Summit County Recorder's Office, affects Lot 2.

e. Grant of Easement (Storm Drain Facilities), Entry No. 716459, Summit County Recorder's Office, affects Lot 3.

f. Reciprocal Easement Agreement (Resort and Access) to be recorded in advance of or contemporaneously with this plat in the Summit County Recorder's Office, affects Lot 2, Lot 3 and Lot 4, and describes the use of Easement Area A, Easement Area B, Easement Area C and Easement Area D.

Public safety access and public utility easements are hereby dedicated for all public and private roadways and emergency access roads.

The property is located within a water source protection zone. All sewer construction must comply with the State of Utah drinking water regulations.

A ten foot (10') wide snow storage easement is hereby dedicated to the Master Association along the frontage of all lots.

Wastewater service to the Village at Empire Pass North Subdivision shall be provided by The Snyderville Basin Water Reclamation District. A Line Extension Agreement with the District may be required for Lots 1 & 2. It shall be the responsibility of the Owner of each lot to extend the public wastewater system within the lot being developed according to the requirements of the Line Extension Agreement.

Village Way is a private road to be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration. Village Way is not a public road or right-of-way.

A UDOT Conditional Access Permit or city permit, depending upon the ownership of Marsac Avenue, will be required prior to construction on Lot 1 and for vehicle access to Lot 2 directly from Marsac Avenue.

Fire sprinklers will be required within all dwellings constructed on the lots.

Ski Easement Note: 5' Ski and Pedestrian Easement in favor of Lot 4 for resort operations and trail maintenance and for purpose of providing property owners, invitees and guests of One Empire Pass Condominium with ski and pedestrian access to and from adjoining skiways.

Ski Buffer Note: 10' Skiway Buffer Zone in favor of Lot 4 providing that without prior written consent of owner of Lot 4:

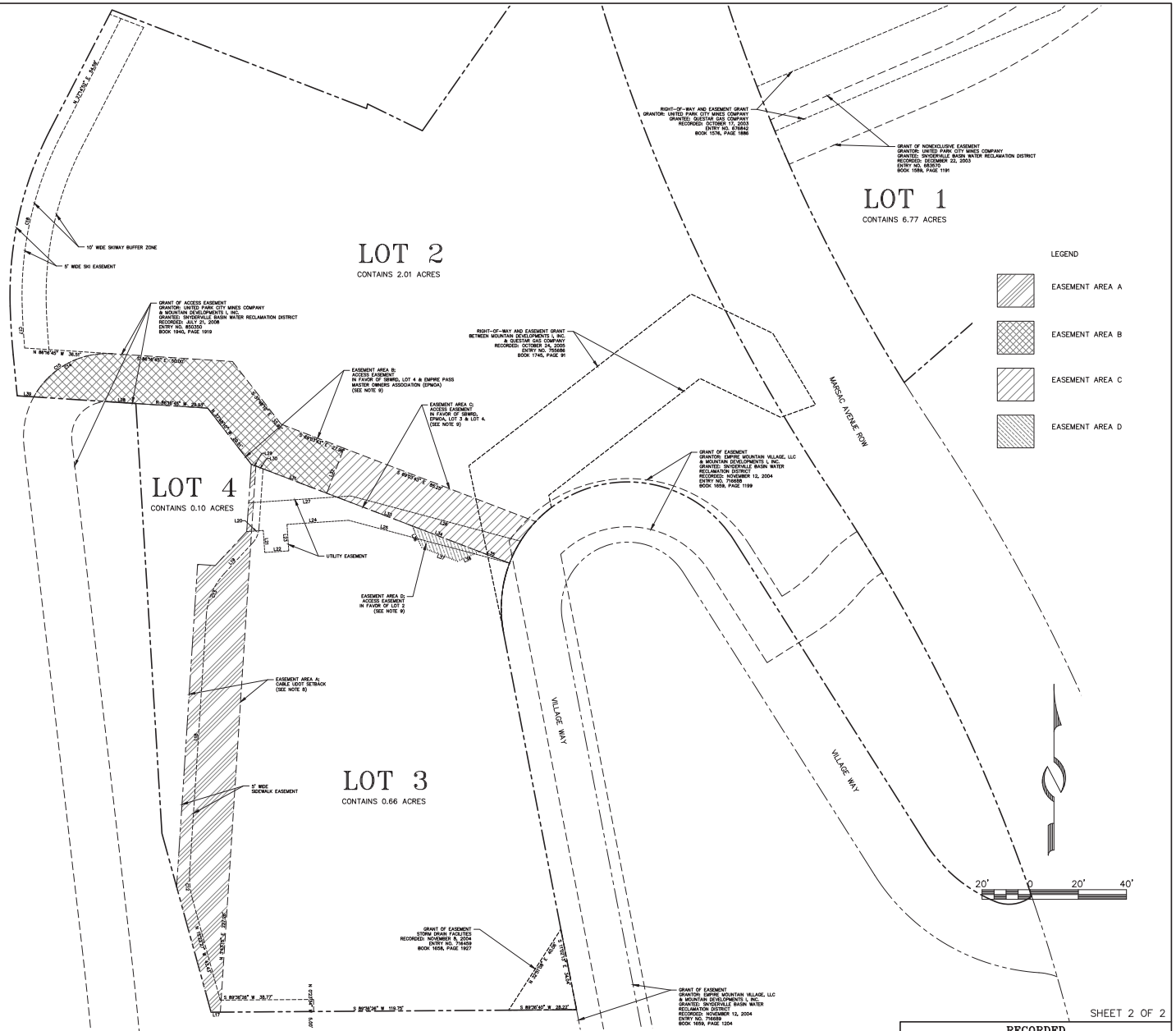
a. no above-ground building or landscaping obstructions may be constructed in the Skiway Buffer Zone.

b. no trees or other above-ground landscaping obstructions may be maintained in the Skiway Buffer Zone.

The owner of Lot 2 hereby grants a non-exclusive resort and access easement over the western edge of the property as depicted on this plat as the "5' Wide Ski Easement". This easement is for the benefit of Lot 4 for resort operations and trail maintenance and for the benefit of VEPWS Lot 15 property owners, invitees and guests for purposes of ski and pedestrian access.

The owner of Lot 2 hereby grants a non-exclusive easement near the western edge of the property as depicted on this plat as the "10' Skiway Buffer Zone". This easement is for the benefit of Lot 4 providing that without prior written consent of owner of Lot 4 no above-ground building, trees or other landscaping obstructions may be constructed or maintained in the Skiway Buffer Zone.

At the time of plat recording, Lot 1 includes lands within the Empire Village MPD in the RD Zone and additional lands within the ROS Zone. Future land uses on Lot 1 shall conform to requirements of applicable zoning regulations for the different portions on the property.



SHEET 2 OF 2

(435) 649-9467
ULTING ENGINEERS LAND PLANNERS SURVEYORS
n Street P.O. Box 2664 Park City, Utah 84060-2664

VILLAGE AT EMPIRE PASS NORTH SUBDIVISION

LOCATED IN THE SOUTH HALF OF SECTION 21 & THE NORTH HALF OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

5/3/17 JOB NO.: 12-2-16 FILE: X:\Empire\dwg\srv\plat2016\120216-VAEP North Sub

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
DATE _____ TIME _____ ENTRY NO. _____
_____ _____
FEE RECORDER

509

Exhibit E

Village at Empire Pass MPD approval July 28, 2004 (link)

Exhibit E

Flagstaff Development Agreement (link)

Exhibit F

Technical reports (link)

PARK CITY
1884
PLANNING DEPARTMENT

March 5, 2019

Richard Wagner
Jeff Butterworth
Storied Deer Valley LLC
PO Box 4349
Park City, UT 84060

NOTICE OF CITY COUNCIL ACTION

Project Name	Residences at the Tower Condominiums plat
Project Number	PL-18-03975
Project Description	Condominium plat
Date of Action	February 28, 2019

Action Taken by City Council and Planning Commission: On February 13, 2019, the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to City Council on this plat. On February 28, 2019, the City Council conducted a public hearing and voted (3-2) to APPROVE the proposed Residences at the Tower Condominium plat located at 8680 Empire Club Drive pursuant to the following:

Findings of Fact

1. Residences at the Tower condominium plat identifies 14 private market rate multi-family residential units totaling 42,453 sf, utilizing 21.227 UE, as well as 1 ADA unit and 1 deed restricted affordable unit, a police substation and the private Talisker Club located on Lot 9 of the First Amended Village at Empire Pass Phase I subdivision.
2. Lot 9 is located in the RD-MPD zoning district and contains 1.53 acres and is addressed as 8680 Empire Club Drive.
3. Access to the property is from Village Way and Empire Club Drive, which are both private streets.
4. Lot 9 is currently partially developed with the private Talisker Club that includes dining and other indoor and outdoor amenities for members.
5. The market rate multi-family residential units range in size from 1,806 sf to 4,229 sf with an average unit size of 3,032 sf. The 737 sf ADA unit is required to be identified as common area. The 737 sf EHU is also platted as common area.

6. A 509 sf police sub-station, platted as commercial area, is proposed on the lower level as a requirement of the Emergency Response Plan Exhibit #7 of the Flagstaff Development Agreement.
7. The property is subject to the Flagstaff Mountain Annexation and Development Agreement approved by City Council per Resolution No. 99-30 on June 24, 1999 and amended on March 2, 2007, as well as associated Technical Reports.
8. The Amended Agreement is the equivalent of a Large-Scale Master Plan and sets forth maximum project densities, location of densities, and developer-offered amenities for the annexation area.
9. The Amended Agreement specifies that a total of 87 acres, within three development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village. The Mountain Village is further constrained to a maximum density of 785 unit equivalents (UE) configured in no more than 550 dwelling units as multi-family, hotel, or PUD units, provided the number of PUD units does not exceed 60, and PUD units are included in the totals for multi-family units.
10. To date 509 multi-family units (757.28 UE) (of which 60 are PUD style units) and 16 single family units have been approved, platted and/or built within Pods A, B1 and B2 (according to current tabulations). This number includes the 70 units noted in the plat notes for the B2 East subdivision and also includes Empire Residence CUP units currently under construction as Building 3 and Moon Shadow Condominiums for 8 PUD units pending plat recordation). This number also includes all of the Larkspur Townhomes, including Larkspur Townhomes 6 which condominium plat is currently under review.
11. Constructed lodge style buildings include Shooting Star, One Empire Pass, Silver Strike, Flagstaff, Arrow Leaf A and B, Grand Lodge and Ironwood. Lodge buildings still to be approved within Pod A are: Building 1- Residences at the Tower (subject property) and Building 4. The Empire Residences (Lodge Building 3) are currently under construction.
12. There is sufficient density remaining within Amended Agreement and VEP MPD for the proposed 14 multi-family units (21.227 UE).
13. Amended Agreement requires a total of 118.9 AUE (Affordable Unit Equivalents) where 1 AUE is 800 sf. A total of 94.175 off-mountain AUE and 24.725 on-mountain AUE are required. Off-mountain housing has been satisfied. On-mountain housing is partially complete with 16.675 AUE built and 8.05 AUE remaining. These remaining AUE are assigned to Buildings 1, 3, 4 and B2 East.
14. Lodge Building 1 was assigned 0.75 AUE (600 sf) per the Developer at time of sale.
15. The proposed affordable unit consists of 737 sf (0.921 AUE) (not including dedicated storage areas located separate from the unit) platted as common area and shall be deed restricted per requirements of the Housing Resolution prior to plat recordation.
16. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (VEP MPD) (Pods A and B1) within the Flagstaff Mountain Annexation and Development area for Lodge Buildings grouped around the Silver Strike lift and ski runs, various townhouses making up a second tier of units, with PUD style detached units and single family lots on the perimeter. A common amenity building, known as the Tower Club, was central to the VEP MPD. A common mail area, indoor and outdoor recreation facilities, pedestrian

connections and transportation pick-up/drop-off area were included. The VEP MPD also approved heights and Volumetrics for the Lodge buildings.

17. On September 30, 2004, the City Council approved the Village at Empire Pass Phase 1 Subdivision that platted the east side lots of the Village at Empire Pass.
18. On April 13, 2005, the Planning Commission approved the Tower Club Phase I CUP consisting of 2,264 sf of MPD Resort Support Commercial (private dining, kitchen, small convenience store), and 6,616 sf of residential and resort accessory uses (ski lockers, recreation amenities, meeting room, kids club, circulation, storage, mechanical, as well as outdoor amenities such as pool, hot tubs, etc.). The Club was constructed in 2005 and 2006.
19. On February 13, 2008, the Planning Commission approved the Tower Club Phase II CUP for residential units on Lot 9. The approval for 25 units totaling 67,625 sf (33.81 UE) and one (1) ADA unit was granted an extension to July 1, 2010, by the Planning Commission on March 11, 2009. A building permit for Phase II was not issued and the CUP expired. This current CUP proposal represents a reduction in residential density and residential area by 11 units and 25,000 sf (12.58 UE) from the 2008 approval.
20. On January 6, 2011, the City Council approved an amendment to the VEP Phase 1 Subdivision amending Lot 9 to address access, parking, and trail easements. The amended plat was recorded on January 4, 2012.
21. On December 14, 2016, the Planning Commission approved an amendment to the Tower Club Phase I CUP to allow a 1,115 sf expansion of the private dining area, as well as expanded outdoor patio area, 1,000 sf of expanded basement area for accessory uses. The CUP expansion increased the MPD Resort Support Commercial on Lot 9 to 3,379 sf. Construction of the expansion was completed in 2018. The building currently consists of 10,995 sf as indicated on the plans.
22. On October 9, 2018, the Planning Department received a complete application for a Condominium plat and a Conditional Use Permit for a fourteen (14) multi-family unit residential building to be located on Lot 9 of the First Amended Village at Empire Pass Phase One Subdivision.
23. The property is subject to subdivision plat notes that require compliance with the Amended Flagstaff Annexation and Development Agreement, approval of a Conditional Use Permit for each lodge building prior to issuance of a building permit, a declaration of condominium and a record of survey plat prior to individual sale of units, membership in the Empire Pass Master HOA, a 20' snow storage easement along the street frontages, water efficient landscaping, and various utility and maintenance provisions.
24. The proposed condominium plat memorializes the density, size and configuration of units to be construction in one phase and identifies areas of private, common and limited common ownership, and private club area.
25. The Amended Agreement allows a maximum of 75,000 sf of MPD Resort Support Commercial uses. Lot 9 currently is approved, with the Amended Tower Club CUP for 3,379 sf (kitchen, dining, small store) of MPD Resort Support Commercial Uses. Montage Resort was approved for 63,059 sf of MPD Resort Support Commercial and Grand Lodge was approved with 1,275 sf.

26. Total utilized MPD Resort Support Commercial Uses for this building, including this CUP expansion, is 5,803 sf (adding 2,424 sf of Resort Support Commercial uses for Spa, kitchen, and lounge).
27. There is sufficient MPD Resort Support Commercial remaining for the proposed private club expansion as 4,863 sf (according to current tabulations) remain if this project is approved. This space is identified on the plat as part of the Club Unit with additional lines and labels calling out the specific square feet of these areas. A table of the Resort Support Commercial space shall also be included on the plat.
28. The Emergency Response Plan requires a police sub-station to be dedicated within the Empire Club building in Pod A. The Plan calls for "a facility with 3 office spaces, approximately 12' by 12' each, with a combined square footage of not less than 500 sf, plus two reasonably proximate parking spaces". The unit is to be made available to Park City as an empty "white box" for no cost, and not subject to HOA dues or other assessments, as soon as occupancy permits are ready to be issued for the rest of the building and residential units. This space will be identified as a Commercial Unit specifically for the police substation that can be transferred to the City.
29. Guest amenity areas (pools and recreation areas, locker rooms, storage, club office and mechanical, entry areas, lobby and reception areas, lounge/après ski, restrooms, etc.) are proposed on the first, second and third levels. Common residential accessory uses do not require use of UEs. Total floor area of Club and residential guest accessory uses is 14,021 square feet.
30. Based on unit sizes, a minimum of 22 parking spaces are required when taking into consideration the 25% parking reduction (from the 29 required spaces) per the Flagstaff Development Agreement and MPD.
31. An underground parking structure provides 22 parking spaces, including 1 ADA spaces, as well as limited common storage areas for each unit. Two surface spaces are provided at the street for the police sub-station. One surface space will be provided for short term pick-up and drop-off.
32. Each unit has one assigned limited common parking space and the remaining spaces are common.
33. The plat is consistent with the approved Village at Empire Pass Master Planned Development and the Residences at the Tower Conditional Use Permit in terms of density, units, UE, building height, uses, setbacks, and parking.
34. The MPD requires Construction Mitigation Plans to be submitted with each CUP and building permit addressing all requirements of the Amended Agreement and Technical Reports.
35. A Master Homeowners Association document and Maintenance Agreement for the Mountain Village were reviewed and approved by the City prior to issuance of the initial building permits within the Mountain Village. This property is also subject to these documents, in addition to any declaration of condominium and CCRs recorded with the condominium plat.
36. The condominium plat allows for the sale of individual units.

Conclusions of Law

1. There is good cause for this condominium plat.

2. The condominium plat is consistent with the 2007 Amended Flagstaff Annexation and Development Agreement, the Village at Empire Pass MPD, the First Amended Village at Empire Pass Phase 1 Subdivision, the Park City Land Management Code and applicable State laws regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed condominium plat.
4. Approval of the condominium plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval

1. The City Attorney and City Engineer will review and approve the final form and content of the condominium plat for compliance with State law, the Land Management Code, 2007 amended Flagstaff Development Agreement, Village at Empire Pass MPD and these conditions of approval, prior to recordation of the plat.
2. The applicant will record the condominium plat at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is submitted in writing and approved by the City Council.
3. City Engineer and SBWRD approval of the final infrastructure and utility plans is a condition precedent to plat recordation.
4. Development within Empire Pass is governed by that certain Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and Iron Mountain entered into by and between United Park City Mines Company, Deer Valley Resort Company, and Park City Municipal Corporation, a third class city of the State of Utah, and recorded on March 2, 2007, as Entry No. 806100 in Book 1850 at Page 1897 in the records of the Summit County Recorder, as amended or supplemented from time to time ("Development Agreement").The Development Agreement required the Developer, as such term is defined in the Development Agreement, to develop a Historic Preservation Plan, which said 127 page Historic Preservation Plan was prepared by SWCA, Inc., on August 2000 and is entitled, *Historic Preservation Plan for Flagstaff Mountain Association, Park City, Summit County, Utah,* as amended or supplemented from time to time including by that certain *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)(collectively, the "Historic Preservation Plan"). The *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 6") identified historic preservation work needed at 21 historic mining sites within the Flagstaff Mountain Annexation Boundary and specified that the master homeowner association was responsible for maintaining any site that was not part of an ongoing operation.
5. The Agreement between the Empire Master Owner's Association and Park City attached at Exhibit B ("Agreement") to set forth a plan for the Association to address the Maintenance, as defined herein, needs of certain historic mining sites thereby achieving substantial compliance with the Historic Preservation Plan for the time periods set forth herein. The Agreement shall be executed in full and ratified by the City Council prior to recordation of the Twisted Road Subdivision or other REDUS plat, whichever comes first.

6. Conditions of approval of the Village at Empire Pass Master Planned Development (MPD), First Amended Village at Empire Pass Phase 1 Subdivision, and the Residences at the Tower Conditional Use Permit (CUP) apply to this plat.
7. All applicable required and recorded utility, access, snow storage, trails, etc. easements shall be indicated on this condominium plat prior to recordation and building permit issuance.
8. The plat shall note that public safety access and public utility easements are hereby dedicated for all private streets and that that the private streets shall be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration.
9. This property is also subject to a Master Homeowners Association document and Maintenance Agreement for the Mountain Village, in addition to any declaration of condominium and CCRs recorded with the condominium plat.
10. A Construction Mitigation Plan, including truck routing, is a submittal requirement of the building permit application.
11. The deed restricted employee housing unit (EHU) shall be a minimum of 737 sf (0.921 AUE), exclusive of additional storage area to be dedicated to this unit. One AUE is equivalent to 800 sf according to the 2007 Development Agreement.
12. The EHU and ADA units shall be platted as common area.
13. A deed restriction for the EHU unit, acceptable to the City, shall be recorded with or prior to plat recordation. The deed restriction shall outline and resolve any issues or concerns regarding maintaining affordability of the unit. The plat shall note that the EHU is subject to a deed restriction. The EHU and ADA units shall be available for occupancy at the same time as the entire building and when the market rate units are issued a certificate of occupancy.
14. The CCRs shall limit the HOA dues related to the deed restricted employee housing unit (EHU) in order to ensure the Unit remains affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees) to ensure that the unit doesn't lose its affordability due to HOA fees.
15. The CCRs shall be submitted with the condominium plat for review and approval by the City prior to final condominium plat recordation.
16. Conditions related to the police sub-station unit shall be described in the CCRs, and/or by separate agreement with the City, prior to recordation, consistent with language in the Emergency Response Plan of the Amended Flagstaff Agreement.
17. The plat shall note that fire sprinklers are required for new construction on the Lot per the Chief Building Official at the time of review of building permits and all requirements for emergency access according to the Park City Fire District and Park City Building Department shall be addressed prior to building permit issuance.
18. The plat shall note the number and square footages of all residential units and shall indicate the total square footage and Unit Equivalents of the 14 market rate units and all common areas.
19. The plat shall note the Resort Support Commercial square footage and a table of the Resort Support Commercial space shall be included on the plat. The plat shall note the Club and residential guest accessory square footage and shall include a table on the plat.

20. The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the Flagstaff Mountain Development Agreement, as amended.
21. A plat note shall restrict the Resort Support Commercial areas and associated Club accessory areas as a Private Club for members and shall not be sold or used as a commercial or retail establishment for the public, with the exception of the store area.
22. A plat note shall restrict the police substation commercial unit as a police substation. In the event that the police substation is vacated by the City, the HOA may apply to amend this plat and the CUP for common or limited area storage, mechanical or other similar uses. No commercial, office or residential use is allowed unless additional density/UEs are acquired and the addition of such is approved by plat and CUP amendment.

Sincerely,

Kirsten A. Whetstone

Kirsten A Whetstone, MS, AICP
Senior Planner

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

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into effective as of the ___ day of _____, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and body politic ("City"), and EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah nonprofit corporation ("Association"), each a "Party" and collectively the "Parties" herein.

Recitals

A. The area known as Empire Pass ("Empire Pass") is a residential mountain development located in Park City, Summit County, Utah, a portion of which is located within the boundaries and jurisdiction of the City.

B. Empire Pass is governed by the covenants, conditions, and easements set forth in that certain *Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass* recorded on December 14, 2004 as Entry No. 719855 in Book 1666 at Page 1054 in the records of the Summit County Recorder, as amended and supplemented from time to time (collectively, "Declaration"). The Association is a Utah nonprofit corporation organized to administer and enforce the terms of the Declaration and to exercise the rights, powers, and duties set forth in the Declaration.

C. Development within Empire Pass is governed by that certain *Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and Iron Mountain* entered into by and between United Park City Mines Company, Deer Valley Resort Company, and Park City Municipal Corporation, a third class city of the State of Utah, and recorded on March 2, 2007, as Entry No. 806100 in Book 1850 at Page 1897 in the records of the Summit County Recorder, as amended or supplemented from time to time ("Development Agreement").

D. The Development Agreement required the Developer, as such term is defined in the Development Agreement, to develop a Historic Preservation Plan, which said 127 page Historic Preservation Plan was prepared by SWCA, Inc., on August 2000 and is entitled, *Historic Preservation Plan for Flagstaff Mountain Association, Park City, Summit County, Utah,* as amended or supplemented from time to time including by that certain *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)(collectively, the "Historic Preservation Plan"). The *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 6") identified historic preservation work needed at 21 historic mining sites within the Flagstaff Mountain Annexation Boundary and specified that the master homeowner association was responsible for maintaining any site that was not part of an ongoing operation.

E. The Parties desire to enter into this Agreement to set forth a plan for the Association to address the Maintenance, as defined herein, needs of certain historic mining sites thereby satisfying the requirements of the Historic Preservation Plan for the time periods set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth herein, the Parties agree as follows:

1. Recitals. The Recitals A through E are incorporated herein and made a part hereof.

2. Definition. As used herein, the term "Maintenance" or "Maintain" shall mean the maintenance work required to stabilize a structure to arrest decay but not to stop a structure's decay completely. The term "Maintenance" or "Maintain" does not require that any work be performed to make a structure habitable or compliant with any code, regulation, statute, or law. The term "Maintenance" or "Maintain" refers to recommended repairs, stabilization and public protection options in Exhibit 6, and does not require that a structure be restored to habitability.

3. Payments. Association agrees to cause the following payments to be made, within 30 days of execution of this Agreement as follows:

(a) To Park City Museum & Historical Society, the amount of Sixty-Five Thousand Dollars ($65,000), to reimburse the society for amounts expended in preserving the Little Belle Mine Ore Bin facilities in summer 2018.

(b) To City, from Storied Deer Valley LLC, a Delaware limited liability company ("Storied"), and Redus Park City, LLC, a Delaware limited liability company ("Redus"), the amount of Forty Thousand Dollars ($40,000.00) each, for a total of Eighty Thousand Dollars ($80,000.00), to be held by City in escrow for costs incurred by the Association in completing the roof stabilization and related structure protection work at the Judge M + S building during the summer of 2019, and other priorities identified by the Director and agreed to by the Association.

(c) The escrow described in Subsection 3(c) shall be distributed to Association, by City, within 14 days of Association supplying City with evidence of paid invoices for work performed on the Judge M + S building, and other priorities identified by the Director and agreed to by the Association.

4. Process for Determining Maintenance Work to Be Done on Sites. From 2019 through 2029, the Association agrees to meet with the City's staff ("Staff"), at a minimum, once a year, on or before each March 1st (the "Annual Meeting") to discuss prior construction season's Maintenance work and project prioritization and scope of any Maintenance work ("Scope of Work") to be done during the upcoming construction season on any historic mining sites identified on Exhibit 6, with a priority being those projects identified on Exhibit "A" hereto ("Sites"). The Parties acknowledge that the Sites upon which it was mutually agreed that Maintenance work would take place are not located on land owned by or under long term lease to the Association. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that this Agreement shall be applicable to those Sites to the extent that legal access is provided to the Association, and as may be required to permit the Association to satisfy its obligations hereunder.

(a) At each Annual Meeting, the Parties shall discuss, at a minimum, the following:

(i) Review of the process, timeline and costs associated with the most recent construction season's project(s);

(ii) Determination of Scope of Work, process, responsibility and timeline for documenting and recording the project's work;

(iii) Determination if additional work is needed for the following year for the recently maintained, stabilized or completed Site(s);

(iv) Review of potential need to secure any Sites to which no Maintenance work has been done in order to deter vandalism, damage or destruction, or to stabilize such Sites;

(v) Assessment of remaining funds and identification of funding strategies for the next year's budget;

(vi) Review and update of projects and Sites;

(vii) Preparation by the Staff, after consultation with the Association, of an annual report to the Community Development Director;

(viii) The results of City inspection of the Sites to evaluate their condition and potential work to be performed;

(ix) Selection of projects for upcoming construction season;

(x) Communication and coordination, as necessary, with the Friends of Ski Mountain Mining History ("FSMMH"); and

(xi) Determination of the necessary permitting process, including timelines and responsible parties.

(b) After the completion of the meeting, the Parties shall agree on the Scope of Work to be done during the upcoming construction season.

5. Performance of Work on Sites.

(a) Upon the agreement by the Parties of the Scope of Work to be undertaken during each construction season, Association shall be responsible for project management, oversight and payment of contractors. Association shall provide City with project accounting at end of each construction season.

(b) Unless otherwise agreed in writing, the Association shall be the contracting party on the mutually agreed Maintenance work on the Sites. The Association may apply its customary policies, procedures and requirements, including without limitation, insurance and workmen's compensation requirements, to all contractors, subcontractors and materialmen working at a Site or accessing a Site through Empire Pass.

(c) In connection with, or prior to, any work being performed, the Association shall submit work plans and cost estimates to a City-employed individual designated by the Staff. Association shall be responsible for processing and payment of invoices for approved Scope of Work. In the event that any work is performed directly by Association, Staff shall review and approve any payments to Association from Maintenance Funds. At its option, the Association may also require lien/payment bond waivers from contractors paid from previous draw requests or disbursements (*e.g.,* lien waivers provided "in arrears"), in accordance with ordinary and customary construction practices.

6. Inspection, Maintenance, and Securing of Sites. The obligation to inspect the Sites for the purposes of this Agreement shall be upon the City, and the Association shall have no obligation to inspect or to monitor the Sites. Each construction season, Association shall diligently pursue the completion of Scope of Work agreed to in the Annual Meeting with Staff. To the extent funds on hand are not sufficient to pay for contemplated annual Scope of Work, the Association and City will agree on a revised "Scope of Work" and estimated cost budget for such Maintenance work for the upcoming year based on funds available, subject to the following terms and conditions:

(a) On an annual basis for ten (10) years, on or before May 1st each year, the Association shall contribute half of the annual amount required to establish a maintenance fund in the amount of Forty Thousand Dollars ($40,000.00) ("Maintenance Fund"). In consideration of the Association entering into this Agreement, the City agrees to forego, annually, Twenty Thousand Dollars ($20,000.00) of "Open Space/Transit Management Fee" ("OSTM Fee") income owed to the City each year from transactions according to Section 7.15 of the Declaration. OSTM Fee income foregone by City shall be added to the Maintenance Fund and City shall allow the Association to utilize such OSTM Fee money for purposes of discharging the obligations described in this Agreement. The Association shall have the option, in its sole discretion, to pay all or a portion of its annual maintenance contribution in advance, and to credit the amount of prepaid maintenance contributions against the next year's or years' maintenance contributions that would otherwise be payable by the Association.

(b) The Association's initial obligation to contribute towards the Maintenance Fund shall be ten (10) years from the first maintenance contribution by the Association. On or before the ninth (9th) anniversary of the first maintenance contribution by the Association, the Parties agree to meet to discuss future ongoing funding levels appropriate to continue to satisfy Association's obligations under Exhibit 6 to the Development Agreement, and a possible extension of this Agreement in furtherance thereof. Unless otherwise agreed, the Association and City contribution shall automatically renew for an additional ten (10) years, provided that the total annual Maintenance Fund amount shall be reduced to $20,000.00 ($10,000 each) unless otherwise agreed by the Parties.

(c) The Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund on other historical mining projects other than the Sites so long as such historical mining projects are located within the Flagstaff Annexation Boundary or Empire Canyon watershed and such expenditure is approved in advance by both the Association and the City. After the first ten (10) years, the Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund for open space responsibilities, including funding for the Conservation Easement grantees [City and Summit Land Conservancy] consistent with express purposes of the OSTM pursuant to the Development Agreement, and Open Space Technical Report. The agreement of the Association to spend Maintenance Fund monies on projects beyond those required under the Development Agreement and Historical Preservation Plan shall in no way create any ongoing responsibility for ongoing involvement with such projects.

(d) Maintenance contributions made by the Association for these purposes during this ten (10) year period which are not spent for such purposes within the calendar year in which they are contributed will be carried over and combined with the maintenance contribution for the following year, to be applied toward the mutually agreed Scope of Work for the following year, so that yearly maintenance contributions can accumulate to fund larger Maintenance projects, if necessary. Maintenance contributions will be held by the Association in the Maintenance Fund, and disbursed to pay for work upon mutual agreement of the Association and Staff.

(e) Unless otherwise agreed in writing between the Parties, the Association shall be the contracting party for all required Maintenance work to be performed for the agreed ten (10) year period on Sites, and the Association may require such licenses, bonding, insurance and other conditions and requirements for third parties performing such work on behalf of the Parties as the Association customarily imposes on third party contractors working at Empire Pass. The City shall waive any permit, inspection and other fees applicable to work contracted for by the Association or the City pursuant to this Agreement. Nothing in the Association's status as the "contracting party" shall impose any payment obligations or other financial liability on the Association, except as otherwise expressly set forth herein with respect to the maintenance contribution described above. The Association will use reasonable efforts to solicit three (3) quotes for any third party work and will inform the City Implementation Department of the status of any solicitation for work.

(f) Nothing herein shall be deemed to impose any obligation or legal liability on the Association for Maintenance of Sites, except as expressly provided in the Development Agreement/ Historic Preservation Plan and as mutually agreed between the Association and the City, and no ongoing obligations beyond those exist.

7. Obligations of the Parties. The Parties agree that no later than six (6) months after execution of this Agreement by the Parties, the Parties shall have worked in good faith to prepare and shall have executed an updated historic preservation plan identifying outstanding work requirements on the Sites (the "New Exhibit"). The update will take the form of an amendment to Exhibit 6, and require Planning Commission public hearing and approval, and a written acknowledgment of acceptance from both Parties.

8. Long Term Maintenance License(s) and Access Rights. Association and City shall make best efforts to secure long term maintenance and access rights required for Association to perform maintenance work on third party Sites as prescribed in Section 4 of this Agreement. Association will be the initial point of contact with applicable property owners.

9. Open Space Obligations. To clarify management responsibilities assigned under Section 4.4 of *Flagstaff Mountain Resort Open Space Management Plan, Exhibit 5* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 5"), the Parties hereby agree and acknowledge that the Association is only responsible for managing any open space areas owned by the Association.

10. No Assumption of Environmental Liability. Nothing in this Agreement or in the Association's acting as contracting party for any of the work contemplated by this Agreement, shall be deemed an assumption of, or impose any liability on the Association, financial or otherwise, for any environmental remediation or clean-up related to the Sites, or the pre-existing conditions thereon.

11. Due Authorization and Execution. Each Party hereto represents and warrants to the other Party that execution and delivery of this Agreement has been duly authorized by all necessary action.

12. Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.

13. Notices. All notices under this Agreement must be in writing and delivered to the notice address below (i) by registered, express, or certified mail, (ii) by courier or messenger service, or (iii) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date delivered or attempted but delivery is refused.

If to the Association:

Empire Pass Master Owners Association, Inc.
Attn: President
4188 SR 248
P.O. Box 99 Kamas, Utah 84036

With a copy to:

Douglas C. Shumway, Esq.
Miller Harrison Lawyers
50 W. Broadway, Ste 450
Salt Lake City, UT 84101

If to the City:

Park City Municipal Corporation
PO Box 1480
Park City, Utah 84060
Attention: Planning Department

With a copy to:

Park City Attorney's Office
PO Box 1480
Park City, Utah 84060

Either Party may change its addresses for notices pursuant to a written notice which is given in accordance with the terms hereof. The foregoing notice requirements are subject to the provisions below. As used herein, the term "business day" shall mean any day other than a Saturday, a Sunday, or a legal holiday for which U.S. mail service is not provided. Whenever any date or the expiration of any period specified under this Agreement falls on a day other than a business day, then such date or period shall be deemed extended to the next succeeding business day thereafter.

14. No Third Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim or cause of action upon any third party that is not a Party to this Agreement, with the exception of the intended third party beneficiaries Redus Park City LLC and Storied.

15. Miscellaneous.

(a) Counterparts; Facsimile Transmission. This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

(b) Due Authorization and Execution. Each Party represents and warrants to the other Party that execution and delivery of this Agreement have been duly authorized by such Party, and that this Agreement is valid and binding upon such Party. This Agreement is subject to approval by the City Council within forty-five (45) days of execution.

(c) No Partnership. The parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in conduct of their respective businesses or otherwise.

(d) Severability. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(e) Waivers and Amendments. No provision of this Agreement may be waived to any extent unless and except to the extent the waiver is specifically set forth in a written instrument executed by the Party to be bound thereby. This Agreement may be amended or modified only by an instrument to that effect executed by the parties hereto, and only to the extent expressly set forth therein.

(f) Captions. The captions of each section are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.

(g) Attorneys' Fees. If any Party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall have and recover against the other Party, in addition to all court costs and disbursements, such sum as the applicable court may adjudge to be reasonable attorneys' fees.

(h) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

(i) Time of the Essence. Time shall be of the essence with respect to the performance and observance of the covenants, agreements, terms, conditions and provisions set forth herein.

(j) No Default. Upon their execution of this Agreement, the Parties each acknowledge and agree that neither the Association, nor Redus, nor Storied are in Default under the Historic Preservation Plan. So long as the Parties perform the obligations set forth in this Agreement, including diligently pursuing any additional maintenance or preservation work identified in the New Exhibit with available funding from the Maintenance Fund, there shall be no default under the Historic Preservation Plan.

(k) Interpretation of this Agreement. The Parties agree that the purpose of this Agreement, with its New Exhibit, shall be to modify, clarify and implement the Historical Preservation Plan and to confirm the responsibilities for implementation of the preservation purposes described in the Development Agreement.

[Remainder of page intentionally left blank]

[Signatures on following pages]

EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE.

"CITY"

Park City Municipal Corporation, a Utah municipal corporation and body politic

By: _____
Mayor

Attest:

By_____
City Recorder

Approved as to Form:

By_____
City Attorney's Office

"ASSOCIATION"

EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah non- profit corporation

By: _____

EXHIBIT "A"

SITES-

a) *Judge Mining & Smelting Company Office*. Because this structure is owned by a third party, any Maintenance required on this structure is contingent on the Association having secured easements from the third party owner to perform such Maintenance work. The Parties will work together to determine the scope of the required roof repair and other required Maintenance efforts.. The Parties agree that the Association's Maintenance efforts will be limited to the building structure, and that the Association shall not be required to restore the interior in any way or to pursue any adaptive reuse of this structure.

b) *Daly West Mine Fire Hydrant Shacks.* The Parties hereby agree that this structure is still in good condition. There is no apparent need for immediate work other than ongoing Maintenance. Because this structure is owned by a third party, any Maintenance required on this structure is contingent on the Association having secured easements from the third party owner of the structure to perform such repair work.

c) *Little Bell Mine Ore Bin.* The Parties hereby agree that this structure is still in good condition. There is no apparent need for immediate work other than ongoing Maintenance. Because this structure is owned by a third-party, any maintenance required on this structure is contingent on the Association having secured easements from the third-party owner of the structure to perform such repair work.

d) *Interpretive Signs.* The Parties hereby agree that the Association shall install, maintain, and replace those interpretive signs agreed to by the Parties in fulfilment of interpretive signage obligation in the Historic Preservation Plan.

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **The Aerie Phase I, Amending Lots 9, 10 & 11**
Author: **Alexandra Ananth, Sr. Planner**
Project #: **PL-19-04297**
Date: **October 9, 2019**
Type of Item: **Legislative – Plat Amendment**

Summary Recommendations

Staff recommends the Planning Commission hold a Public Hearing for The Aerie Phase I, Amending Lots 9, 10 & 11, and consider forwarding a positive recommendation to the City Council on October 22, 2019, based on the Findings of Fact, Conclusions of Law and Conditions of Approval as found in the Draft Ordinance.

Topic

Applicant:	Aerie Holdings LLC
Location:	1312, 1326 & 1336 Aerie Drive
Zoning:	Single Family (SF)
Adjacent Land Uses:	Residential development parcels

Proposal

This project encompasses three (3) lots, Lots 9, 10 and 11 off of Aerie Drive, all under common ownership. Lots 9 and 11 are currently vacant and Lot 10 contains a Single Family Dwelling. The applicant is proposing to remove the lot lines between the lots in order to combine all three lots into one new lot (Lot 10A). Although not part of this application, it has been noted that the applicant intends to demolish the existing house on Lot 10, and construct a new Single Family Residence on the combined new lot 10A. There are no maximum house size limits in the Single Family District or the Aerie Subdivision and the Planning Commission should consider if they would like to set a maximum house size on the proposed combined lot in order to ensure compatibility with the surrounding neighborhood.

Background

All three (3) of the lots were originally platted in 1981 as part of The Aerie, Phase I, a single family subdivision.

In 1997 a Lot Line Adjustment was approved to modify Lots 10 and 11 as the Olch Replat, and was recorded in September of 1997. The common lot line was simply moved in the middle of the lots to accommodate an addition to the pool house. Both lots still exist, they were just modified.

In 2017 a Plat Amendment combined Lot 5 and Lot 6 of The Aerie Phase 1 subdivision to create one (1) legal lot of record by removing the property line which separated them.

The proposed Plat Amendment would be the third amendment for The Aerie Phase 1 subdivision.

Purpose

The purpose of the Single Family SF District is to:

A. maintain existing predominately Single Family detached residential neighborhoods,
B. allow for Single Family Development Compatible with existing Developments,
C. maintain the character of mountain resort neighborhoods with Compatible residential design; and
D. require Streetscape design that minimizes impacts on existing residents and reduces architectural impacts of the automobile.

Analysis

The proposed Plat Amendment combines three (3) existing parcels to create one (1) lot of record consisting of 3.75 acres (163,184 square feet). A Single-Family Dwelling is an allowed use in the SF District. The proposed Plat Amendment meets the lot and site requirements of the Single Family (SF) District and any proposed construction will be subject to the Land Management Code Regulations for the SF District as described below:

LMC Regulation	**SF Permitted**
Height	28’ from existing grade (+5’ for pitched roof)
Front setback	20’, 25’ to front facing garage
Rear setback	15’
Side setbacks	12’
Parking	Two spaces
Max. House Size	There is no max. house size in the SF zone or the Aerie or Olch Subdivisions however, the Planning Commission can set a maximum house size on the combined lot if they so choose

The proposed Plat Amendment reflects a decrease in density with the combination of three (3) lots. The subdivision is currently platted allowing for three (3) Single Family Dwellings, one on each of the existing three (3) lots, and the combined lots could accommodate only one (1) Single Family Dwelling. Duplexes are not permitted in the Single Family (SF) District for lots within the Aerie Subdivision. Easements for sewer and public utilities and drainage exist on the lots and will remain unchanged.

There are no house size restrictions within the Aerie Subdivision or the Single Family zone, however, the Planning Commission may choose to set a maximum house size in order to ensure compatibility with the surrounding neighborhood. The Planning

Department has attached a Table (Exhibit F) with Lot and House Sizes of surrounding properties, which vary significantly. The combined subject property, if approved, would be the largest lot in the immediate area. The existing house is listed as approximately 6,300 square feet. Surrounding home sizes range from 2,900 square feet to 12,500 square feet.

The Planning Department recommends the Commission consider four Conditions of Approval and Plat Notes in relation to this application as follows:

1. There shall be no further subdivision of this lot.
2. Due to the curve and grade of the street the number of curb cuts shall be limited to one single curb cut.
3. Any future driveway shall have sufficient turning room so that cars can pull out in a forward facing direction onto Aerie Drive.
4. Any future development on Lot 10A shall comply with the City's Defensible Space Requirements (wildfire prevention requirements) in effect at the time of application.

Department Review
This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice
On September 25th, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record and on the Utah Public Notice website on September 25th, 2019.

Public Input
Staff received public comment via email in support of the original application from an abutter noting that the original Aerie Subdivision lots are too narrow, especially for building on such steep terrain (Attachment E).

Alternatives
- The Planning Commission may forward a positive recommendation to the City Council for the proposed Plat Amendment as conditioned or amended, or
- The Planning Commission may forward a negative recommendation to the City Council and direct staff to make Findings for this decision, or
- The Planning Commission may continue the discussion on the proposed Plat Amendment.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation
None. The plat would be maintained in its current form and all three (3) lots would remain developable.

Good Cause

Planning Staff finds there is good cause for the proposed Plat Amendment. Combining Lots 9, 10 and 11 will create one (1) legal lot of record out of three (3) existing parcels (a reduction in density) and will retire the old Olch Replat. Staff finds that the proposed Plat will not cause undue harm to adjacent property owners and all future development will be reviewed for compliance with requisite Building and Land Management Code. Finally staff notes that future development will be limited to one curb cut, improving the safety on Aerie Drive for all vehicles and pedestrians with less potential points of conflict.

Recommendation

Staff recommends the Planning Commission hold a public hearing for the Plat Amendment and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits

Ordinance
Exhibit A – Proposed Plat
Exhibit B – Existing Plat
Exhibit C – Aerial Photo
Exhibit D – Applicant's Project Intent
Exhibit E – Letter of Support from Abutter
Exhibit F – House and Lot Size Data from Summit County Website

Draft Ordinance No. 2019-XX

AN ORDINANCE APPROVING THE AERIE PHASE I, AMENDING LOTS 9, 10 & 11, PLAT AMENDMENT FOR 1312, 1324 & 1336 AERIE DRIVE, PARK CITY, UTAH.

WHEREAS, the owners of the properties known as 1312, 1324 & 1336 Aerie Drive, have petitioned the City Council for approval of The Aerie Phase I, Amending Lots 9, 10 & 11; and

WHEREAS, on September 25th 2019, the property was properly posted and legal notice was sent to all affected property owners; and

WHEREAS, on September 25th, 2019, proper legal notice was published in the Park Record and on the Utah Public Notice website according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on October 9th, 2019, to receive input on the Plat Amendment for The Aerie Phase I, Amending Lots 9, 10 & 11;

WHEREAS, the Planning Commission, on October 9th, 2019, forwarded a _____ recommendation to the City Council; and,

WHEREAS, the City Council on October Xth, 2019, held a public hearing and took final action on the Plat Amendment; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Plat Amendment for The Aerie Phase I, Amending Lots 9, 10 & 11.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Plat Amendment for The Aerie Phase I, Amending Lots 9, 10 & 11, as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The properties are located at 1312, 1324 & 1336 Aerie Drive.
2. The lots are located in the Single Family (SF) zoning district.
3. On August 8th, 2019, the City received a complete application to amend Lots 9-11 by combining Lots 9 and 10, and to include Lot 11 on the same subdivision as the three lots are currently under the same ownership. The applicant amended their application on September 9th, 2019 to combine all three lots into one new lot (Lot 10A).

4. Currently Lots 9 and 11 are vacant and Lot 10 contains a single family house.
5. Easements for public utilities, drainage, and sanitary sewer lines exist on the lots and will remain unchanged.
6. In 1997 a Lot Line Adjustment to modify Lots 10 and 11 was approved to create the Olch Replat.
7. The proposed plat amendment combines three (3) existing parcels (Lots 9, 10 and 11) to create one lot of record consisting of 3.75 acres (163,184 square feet), a reduction in density.
8. Zoning Requirements for the SF district will remain in place for this lot and any new structures must comply with all applicable LMC requirements.
9. The proposed Plat Amendment does not create any new non-complying or non-conforming situations or any remnant parcels.
10. Future development will be limited to one curb cut, improving the safety on Aerie Drive for all vehicles and pedestrians, with less potential points of conflict.

Conclusions of Law:

1. There is good cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivision plats.
3. Neither the public nor any person will be materially injured by the proposed amended condominium plat.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the Plat Amendment for The Aerie Phase I, Amending Lots 9, 10 & 11, for compliance with State law, the Land Management Code, and the Conditions of Approval, prior to recordation of the Plat.
2. The applicant will record the Plat Amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the Plat will be void, unless a request for an extension is submitted in writing and approved by the City Council.
3. There shall be no further subdivision of these lots.
4. Due to the curve and grade of the street the number of curb cuts shall be limited to one single curb cut.
5. Any future driveway shall have sufficient turning room so that cars can pull out in a forward facing direction onto Aerie Drive.
6. Any future development on Lot 10A shall comply with the City's Defensible Space Requirements in effect at the time of application.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this ____ day of October, 2019.

PARK CITY MUNICIPAL CORPORATION

_____
Andy Beerman, MAYOR

ATTEST:

_____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

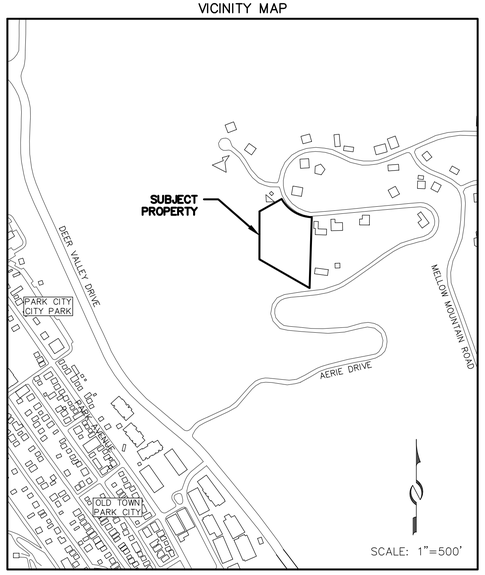
_____
Mark Harrington, City Attorney

Exhibits
Exhibit A – The Aerie Phase I, Amending Lots 9, 10 & 11

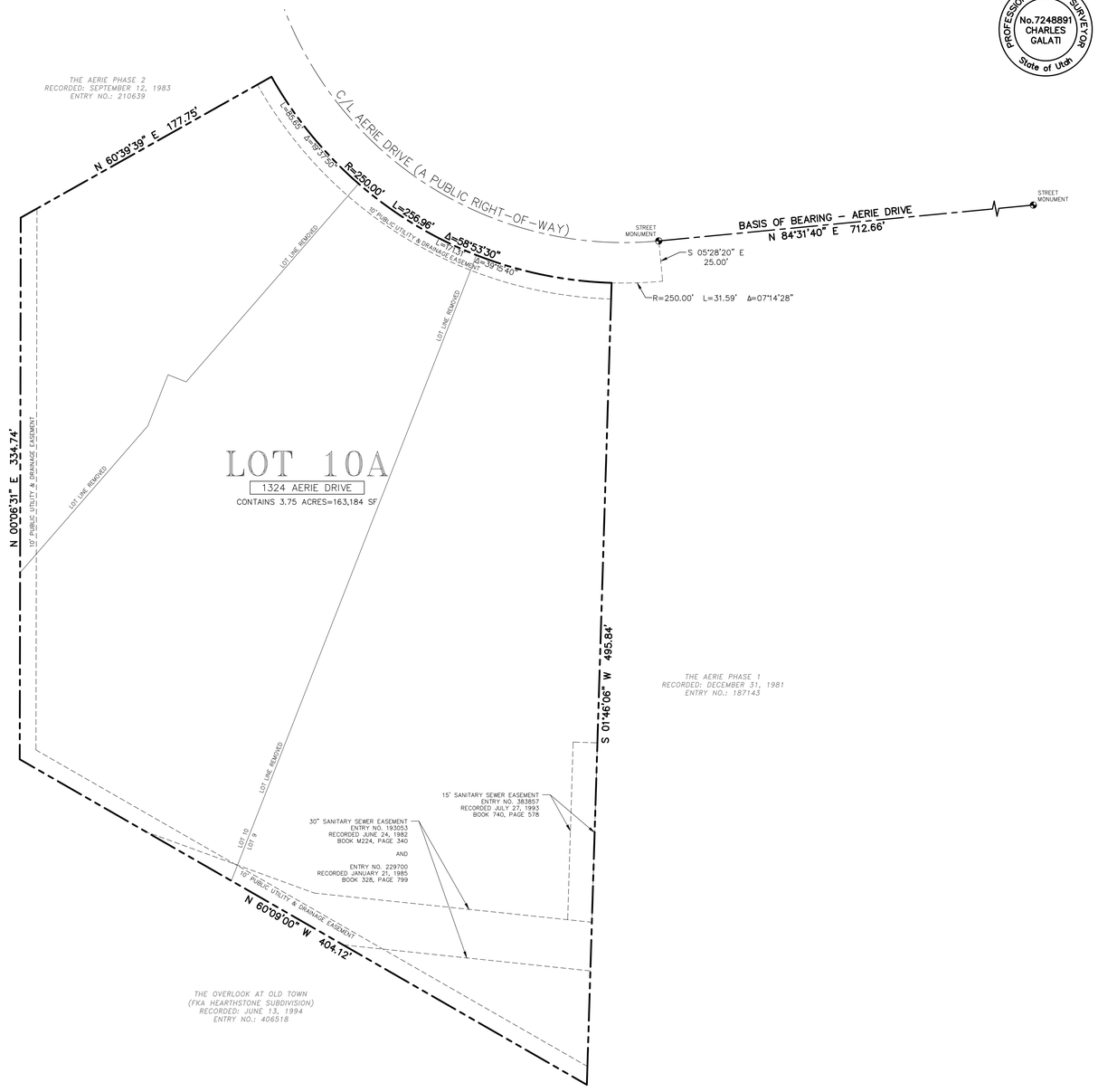
Exhibit A

Proposed Plat

VICINITY MAP



SA-254-1-B



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 21°38'02" E	34.08'
L2	S 68°21'58" E	12.00'

PROFESSIONAL LAND SURVEYOR
No.7248891
CHARLES GALATI
State of Utah

SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7248891, as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown and described hereon, hereafter to be known as THE AERIE PHASE I-AMENDING LOTS 9, 10 & 11 and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

Parcel 1:

Lot 9, The Aerie Subdivision Phase I, according to the official records in the office of the Summit County Recorder.

Parcel 2:

Lots 10 and 11, Olch Replat (Lot Line Adjustment of Lots 10 and 11 The Aerie, Phase 1), according to the official plat thereof on file and of record in the office of the Summit County Recorder.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned is the owner of the above described tracts of land, and hereby cause the same to be divided into lots, together with easements as set forth to be hereafter known as THE AERIE PHASE I-AMENDING LOTS 9, 10 & 11 and do hereby dedicate for the perpetual use of the public all other areas shown on this plat as intended for public use. The undersigned owner also hereby conveys any other easements as shown on this plat for the purposes shown hereon.

In witness whereof, the undersigned set her hand this _____ day of _____, 2019.

AERIE HOLDINGS LLC, an Ohio limited liability company,
formerly known as SHRI VISTA, LLC, an Ohio limited liability company

By: _____
Janice B. Brown, Manager

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2019, Janice B. Brown personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is the Manager of AERIE HOLDINGS LLC, an Ohio limited liability company, formerly known as SHRI VISTA, LLC, an Ohio limited liability company, and that said document was signed by her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and she acknowledged to me that she executed THE AERIE PHASE I-AMENDING LOTS 9, 10 & 11.

By: _____
Notary Public

_____
Printed Name

Residing in: _____

My commission expires: _____

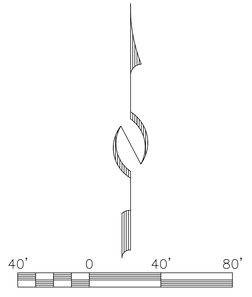
Commission No. _____

NOTES

1. This plat is subject to the Conditions of Approval in Ordinance 2019-____.
2. This plat amendment retires the Olch Replat, recorded September 11, 1997, as Entry No. 486605, in the Office of the Recorder, Summit County, Utah.
3. The property is located in Zone X, areas determined to be outside the 0.2% annual chance floodplain, as shown on the Flood Insurance Rate map of the Federal Emergency Management Agency, Panel 938, Map Number 49043C0938C, and has an effective date of March 16, 2006.

THE AERIE PHASE I-AMENDING LOTS 9, 10 & 11

LOCATED IN SECTIONS 9 AND 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



SHEET 1 OF 1

9/9/19 JOB NO.: 24-6-19 FILE: X:\Aerie\dwg\srv\plat2019\240619.dwg

(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2019
BY _____
S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2019
BY _____
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2019
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____ DAY OF _____, 2019
BY _____
PARK CITY ATTORNEY

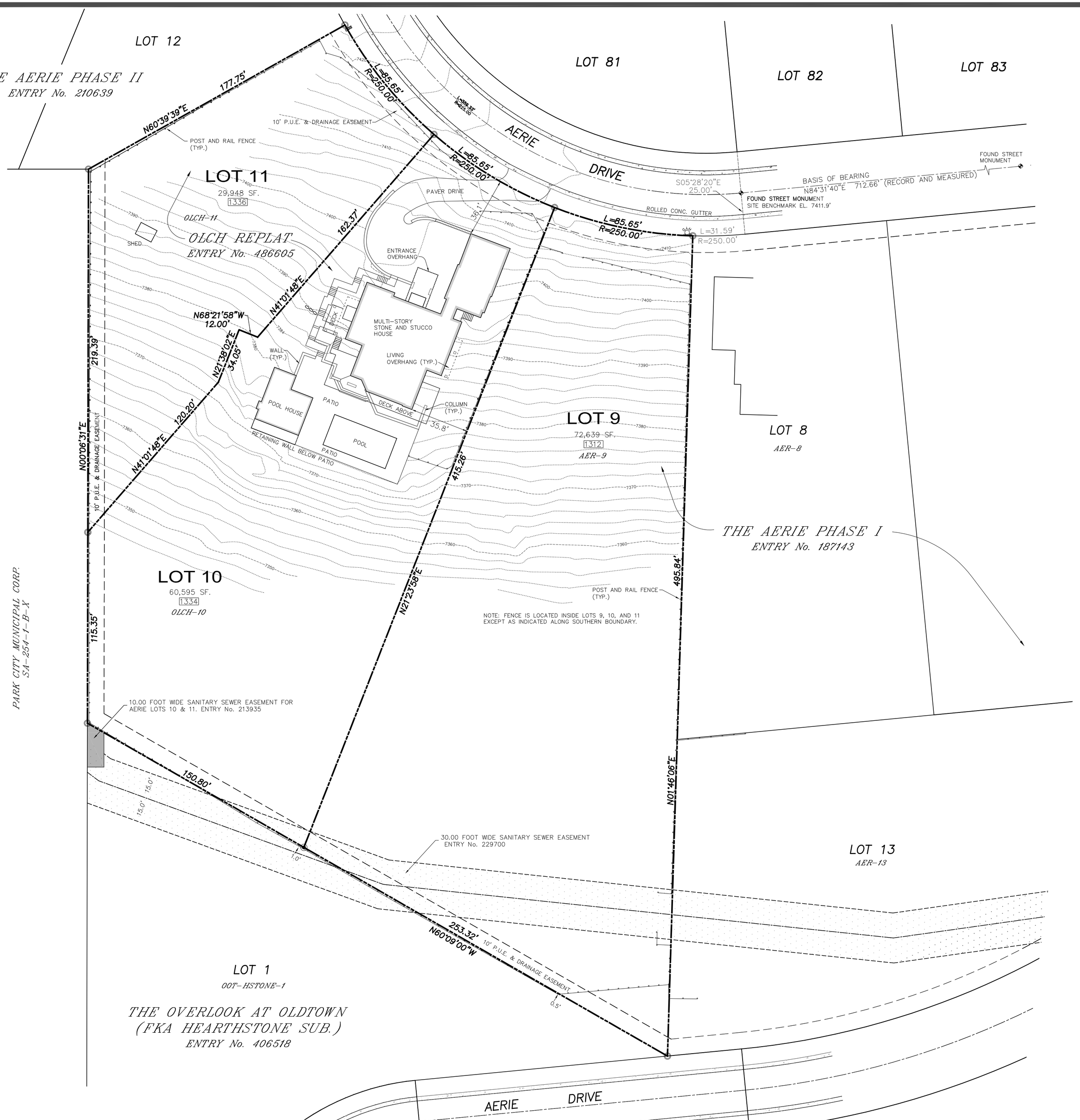
COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2019
BY _____
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2019
BY _____
PARK CITY RECORDER

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
_____ FEE
_____ RECORDER
TIME _____ DATE _____ ENTRY NO. _____

Exhibit B

Existing Plat



BOUNDARY & TOPOGRAPHIC SURVEY

LOT 9, THE AERIE PHASE I
LOTS 10 & 11, OLCH REPLAT
SUMMIT COUNTY, UTAH

LEGAL DESCRIPTION:

Lot 9, the Aerie Subdivision Phase I, according to the official records in the office of the Summit County Recorder.

Also, Lots 10 and 11, Olch Replat Subdivision, according to the official records in the office of the Summit County Recorder.

SURVEYOR'S CERTIFICATE:

I, Russell E. Campbell, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 316833 as prescribed under the laws of the State of Utah. I further certify that a boundary survey has been made of the land shown on this plat and described hereon, and that this plat is a correct representation of the land surveyed and has been prepared in conformity with the minimum stan of survey,
February 15, 2

Russell E. Campbell
2/16/19
Date

PROFESSIONAL LAND SURVEYOR
RUSSELL E CAMPBELL
No. 316833
STATE OF UTAH

NARRATIVE:

This survey was done for Upwall Design.

The purpose of the survey is to locate the boundary, the existing house, improvements, and roadway.

The basis of bearings is the monumented centerline as shown.

Site benchmark is the street monument as shown, El. 7411.9', NAVD 88 datum.

This survey does not show building setbacks, easements, or underground utilities. The locations of which should be verified prior to any construction.

A Title Report was not provided and therefor not reviewed as part of this survey. The Owner of the property should be aware of any items affecting the property that may appear in a Title Insurance Report; The Surveyor has found no obvious evidence of easements, encroachments, or encumbrances on the property surveyed except as shown hereon.

LEGEND

- SET REBAR & CAP L.S. 316833
- FOUND REBAR & CAP
- EXISTING SANITARY SEWER MANHOLE
- FIRE HYDRANT
- BOUNDARY
- PUE & DRAINAGE EASEMENT (PLAT)
- SEWER EASEMENT
- ADJACENT LOT LINE
- 1312 ADDRESS
- AER-9 COUNTY PARCEL NUMBER

0 15 30 60 90
SCALE: 1"=30'

BASELINE SURVEYING, Inc
P.O. BOX 58711
Salt Lake City, UT 84158
(801) 209-2152

REVISIONS		
DATE	BY	COMMENTS

JOB No.
1624

SURVEY BY:
RC

DRAWN BY:
RC

BOUNDARY & TOPOGRAPHIC SURVEY
LOT 9, THE AERIE PHASE I
LOTS 10 & 11, OLCH REPLAT
SUMMIT COUNTY, UTAH

SHEET
1 of 1

Exhibit C

Aerial Photo



Aerie, Lots 9-11 – looking northerly

Exhibit D

Applicant's Project Intent

THE AERIE PHASE I, LOT 9
and
OLCH REPLAT, LOTS 10 & 11

(1312, 1324 & 1336 Aerie Drive)

PROJECT INTENT

The Aerie, Phase I, is a single family subdivision and was recorded on December 31, 1981, as Entry No. 187143. Subsequently, a plat amendment affecting Lots 10 and 11 was recorded September 11, 1997, as Entry No. 486605, and is known as the Olch Replat.

Lots 9 and 11 are currently vacant, and an existing residence occupies Lot 10. The owner proposes to remove the lot line between Lot 10 of the Olch Replat and Lot 9 of The Aerie, Phase I, as well as removing the lot line between Lot 10 of the Olch Replat and Lot 11 of the Olch Replat and to demolish the existing residence on Lot 10 and construct a new residence combining all three lots into one lot of record, to be known as Lot 10A. Following this course of action will prompt the Olch Replat to be retired and the new configuration for the currently existing three lots to be consolidated into one lot and be reflected on one plat amendment.

Exhibit E

Letter of Support from Abutter

Alexandra Ananth

From: Craig Kipp <craigkipp55@gmail.com>
Sent: Sunday, September 01, 2019 4:43 PM
To: Alexandra Ananth
Cc: Craig Kipp
Subject: PL-19-04297....1312, 1324, 1336 Aerie Dr

Alexandra,

With regards to the Park City Planning Department meeting on September 11, 2019, concerning the above mentioned properties:

We are currently permanent homeowners in the Aerie, adjacent to these properties.

We support both this lot consolidation and the new construction.

The original Aerie subdivision lots are too narrow, especially for building on a steep terrain, given the City's height restrictions.

Craig Kipp
1-801-580-8129 (m)
craigkipp55@gmail.com
Park City, UT 84060

Exhibit F

House and Lot Size Data from Summit County Website

House and Lot Size Data from Summit County Website - Aerie Neighborhood

Address	Lot Area	Living Area	Basement Area	Total House Size	Year Built
1345 Aerie Drive	31,080	2,896	-	2,896	1992
1295 Aerie Drive	19,506	3,162	-	3,162	2005
1259 Aerie Drive	16,059	2,550	877	3,427	2002
1422 Aerie Drive	21,098	2,682	858	3,540	1989
1370 Aerie Drive	27,539	1,597	2,186	3,783	1986
1354 Aerie Drive	15,334	2,409	1,398	3,807	2000
1431 Aerie Arive	16,546	2,473	1,526	3,999	1991
1425 Mellow Mountain Road	45,100	2,456	1,648	4,104	1991
1240 Aerie Drive	23,347	2,375	1,857	4,232	2002
1410 Aerie Drive	21,249	2,667	1,596	4,263	2008
1386 Aerie Drive	26,662	2,790	1,690	4,480	1992
1271 Aerie Drive	17,208	3,359	1,173	4,532	2002
1437 Mellow Mountain Rd	16,343	3,013	1,552	4,565	1986
1329 Aerie Drive	31,044	4,604	-	4,604	1989
1434 Aerie Drive	21,000	2,550	2,130	4,680	1994
1395 Aerie Drive	14,277	3,191	1,832	5,023	2007
1419 Aerie Drive	12,747	5,319	-	5,319	2000
1288 Aerie Drive	29,555	2,740	2,740	5,480	1990
1235 Aerie Drive	13,761	3,712	1,854	5,566	1991
1216 Aerie Drive	21,263	3,807	1,849	5,656	1989
1300 Aerie Drive	41,051	6,074	-	6,074	1994
1378 Aerie Drive	28,462	3,871	2,239	6,110	2008
1324 Aerie Drive	**163,184**	**3,164**	**3,164**	**6,328**	**1989**
1407 Aerie Drive	12,797	5,008	1,420	6,428	2002
1401 Mellow Mountain Road	13,589	4,876	2,189	7,065	2007
1156 Aerie Drive	46,925	4,883	2,340	7,223	1989
1371 Aerie Drive	20,254	6,478	1,577	8,055	1988
1398 Aerie Drive	21,273	5,928	2,390	8,318	1986
1264 Aerie Drive	72,863	3,782	4,593	8,375	2018
1252 Aerie Drive	28,113	5,468	6,990	12,458	2003
Average	**29,641**			**5,452**	