



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
September 1, 2022**

NOTICE OF HYBRID IN-PERSON AND ELECTRONIC MEETING: The Council of Park City, Utah, will hold its regular meeting with an anchor location for public participation at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 on September 1, 2022. Council members may participate in person or connect electronically by Zoom or phone. Members of the public may attend in person or participate electronically. Public comments will also be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record but will not be read aloud. For more information on attending virtually and to listen live, please go to www.parkcity.org.

CLOSED SESSION - 3:00 p.m.

To Discuss Property, Personnel, Litigation, and Advice of Counsel

WORK SESSION

3:45 p.m. - Central Wasatch Commission Update by Blake Perez and Lindsey Nielsen,
CWC Executive Directors

[CWC Presentation](#)

4:15 p.m. - Discuss Winter Transportation Operations - Parking Plan

[2022 Winter Parking Plan Staff Report](#)

[Exhibit A: Winter Parking Plan 2022 Designation Map](#)

[Exhibit B: 2022 Winter Parking Plan Presentation](#)

5:00 p.m. - Fall 2022 Trails Update

[Fall 2022 Trails and Open Space Staff Report](#)

5:30 p.m. - Council Questions and Comments

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. APPOINTMENTS

1. Appoint Ruth Gezelius, Mary Wintzer, Jennifer Franklin, Stefanie Wilson, John Stafsholt, and Beth Armstrong to the Board of Adjustment with Staggered Terms, Beginning September 2022

[Board of Adjustment Appointments Staff Report](#)

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports

1. Marissa Marleau Appointed as Deputy City Recorder

[Deputy City Recorder Staff Report](#)

IV. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

V. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from June 28 and July 14, 21, and 28, 2022
[June 28, 2022 Minutes](#)
[July 14, 2022 Minutes](#)
[July 21, 2022 Minutes](#)
[July 28, 2022 Minutes](#)

VI. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Contract with Alpine Forestry LLC. for Defensible Space Work, in a Form Approved by the City Attorney, in an Amount Not to Exceed \$136,000
[Defensible Space Contract Staff Report](#)
[Exhibit A: Scope of Services](#)
2. Request to Adopt Resolution 16-2022, a Resolution Declaring September 10, 2022, as the Planting Park City Day of Service
[Planting Park City Day of Service Staff Report](#)
[Exhibit A: Park City Day of Service Resolution](#)

VII. OLD BUSINESS

1. Consideration to Adopt the Rail Trail Master Plan
(A) Public Input (B) Action
[Rail Trail Master Plan Staff Report](#)
[Exhibit A: Rail Trail Master Plan August 2022](#)
2. Consideration to Approve Ordinance 2022-35, an Ordinance Amending Title 14, Trees/Landscaping; Streets, Sidewalks and Stairs; Streetcuts; Snow Removal; Street Address System; News Racks by Amending Chapter 14-7 Small Wireless Facilities in the Public Right of Way of the Municipal Code of Park City
(A) Public Hearing (B) Action
[Small Wireless Facilities Historic District Design Standards Addendum Staff Report](#)
[Exhibit A: Adopted SWF Design Standards Sec 2 Amendment](#)
[Exhibit B: DAS Options](#)
[Exhibit C: Historic Districts](#)
[Exhibit D: SWF Historic District Design Standards Addendum Ordinance](#)
3. Consideration to Approve Ordinance 2022-25, an Ordinance Approving the Fox Tail Trail Subdivision, Located at 3805 Fox Tail Trail, Park City, Utah
(A) Public Hearing (B) Action
[3805 Fox Tail Trail Subdivision Staff Report](#)
[Exhibit A: Ordinance No. 2022-25](#)
[Exhibit B: Fox Tail Narrative 06-07-22](#)
[Exhibit C: Fox Tail Height Cap Visual Analysis](#)
[Exhibit D: Existing Conditions](#)
[Exhibit E: Slope Constraints Map](#)
[Exhibit F: Hidden Meadow Annexation Plat](#)
[Exhibit G: Hidden Meadows Annexation Resolution, Resolution No. 2-94](#)
[Exhibit H: Amendment to the Hidden Meadows Annexation Agreement, Summit County Recorder Entry No. 430356](#)

[Exhibit I: Hidden Meadow Subdivision](#)
[Exhibit J: Hidden Meadows CC&Rs](#)
[Exhibit K: Fox Tail Sight Line Analysis](#)
[Exhibit L: Public Comments Submitted Since May 25, 2022](#)
[Exhibit M: Declaration of Restrictive Covenant to PCMC](#)
[Exhibit N: Declaration of Restrictive Covenant to Hidden Meadows HOA](#)

VIII. NEW BUSINESS

1. Consideration to Approve Ordinance 2022-31, an Ordinance Approving The Stag Lodge Phase 1 Fourth Amended Condominium Plat Amending Unit 7, Located at 8200 Royal Street, Park City Utah
(A) Public Hearing (B) Action
[Stag Lodge Unit 7 Staff Report](#)
[Exhibit A: Ordinance No 2022-31 Unit 7](#)
[Exhibit B: Project Intent and HOA Approval](#)
[Exhibit C: Stag Lodge Unit 7 Plat](#)
2. Consideration to Approve Ordinance 2022-32, an Ordinance Approving Stag Lodge Phase IV Third Amended Condominium Plat Amending Unit 50, Located at 8200 Royal Street. Park City
(A) Public Hearing (B) Action
[Stag Lodge Unit 50 Staff Report](#)
[Exhibit A: Ordinance No 2022-32](#)
[Exhibit B: Project Intent and HOA Approval](#)
[Exhibit C: Proposed Plat Unit 50](#)
3. Consideration to Approve Ordinance 2022-29, an Ordinance Amending Stormwater Illicit Discharge Detection and Elimination Authority for Park City Municipal Corporation
(A) Public Hearing (B) Action
[Stormwater Code Amendment Staff Report](#)
[Exhibit A: Proposed Stormwater Ordinance](#)
4. Consideration to Approve Ordinance 2022-33, an Ordinance Approving the Sommet Blanc Condominiums Plat, Located at 9300 Marsac Avenue, Park City, Utah
(A) Public Hearing (B) Action
[Sommet Blanc Condominiums Staff Report](#)
[Exhibit A: Ordinance No. 2022-33](#)
[Exhibit B: Applicant Narrative, Site Photos and Existing Conditions](#)
[Exhibit C: CUP, MPD Amendment and Development Agreement Amendment Final Action Letter](#)
[Exhibit D: B2 East Subdivision Plat](#)
[Exhibit E: 2007 Amended Flagstaff Development Agreement](#)
[Exhibit F: 2007 Empire Pass B-2 Master Planned Development](#)
[Exhibit G: 2004 Village at Empire Pass MPD](#)
[Exhibit H: Ordinance 99-30 Flagstaff Annexation](#)
[Exhibit I: Resolution 20-99 Large Scale Flagstaff MPD](#)
[Exhibit J: Link to Technical Reports](#)
[Exhibit K: Planning Director Determination of Setback Requirements](#)
[Exhibit L: EPA Notice of Completion Mazepah Mine Site](#)
[Exhibit M: Proposed Conservation Easement 6.7.22](#)
[Exhibit N: Declaration for Sommet Blanc CC&Rs](#)
[Exhibit O: Dedicated Parking Agreement Between Deer Valley and Applicant](#)
5. Consideration to Approve Ordinance 2022-34, an Ordinance Approving Iron Canyon

Subdivision Lot 33 - Building Pad Adjustment Plat Amendment, Located at 14 Iron Canyon Court, Park City Utah

(A) Public Hearing; (B) Action

[14 Iron Canyon Plat Amendment Staff Report](#)

[Exhibit A: Draft Ordinance 2022-34](#)

[Exhibit B: Survey with Existing Conditions](#)

[Exhibit C: Applicant Project Narrative](#)

[Exhibit D: Site Photographs](#)

[Exhibit E: Iron Canyon Subdivision Plat](#)

[Exhibit F: Approved Iron Canyon Subdivision Plat Amendments](#)

[Exhibit G: Arborist Report on 14 Iron Canyon Court](#)

6. Consideration to Approve Resolution 17-2022, a Resolution Adopting the 2022 Five-Year Moderate-Income Housing Plan as an Addendum to the 2014 General Plan for Park City, Utah

(A) Public Hearing (B) Action

[Five-Year MIHP Staff Report](#)

[Exhibit A: HB462 Moderate Income Housing Strategies](#)

[Exhibit B: 2022 Five-Year Moderate-Income Housing Plan](#)

[Exhibit C: 2022 MIHP Resolution of Adoption](#)

[Exhibit D: MIHP 2022 State Report](#)

7. Consideration to Approve Ordinance No. 2022-30, an Ordinance Amending Land Management Code Section 15-2-2 *Terms and Eligibility of Members* to Outline Planning Commissioner Qualifications

(A) Public Hearing (B) Action

[Planning Commissioner Qualification Land Management Code Amendment Staff Report](#)

[Exhibit A: Ordinance No. 2022-30](#)

IX. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

***Parking is available at no charge for Council meeting attendees who park in the China Bridge parking structure.**

Council Agenda Item Report

Meeting Date: September 1, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

3:45 p.m. - Central Wasatch Commission Update by Blake Perez and Lindsey Nielsen, CWC Executive Directors

Suggested Action:

Attachments:

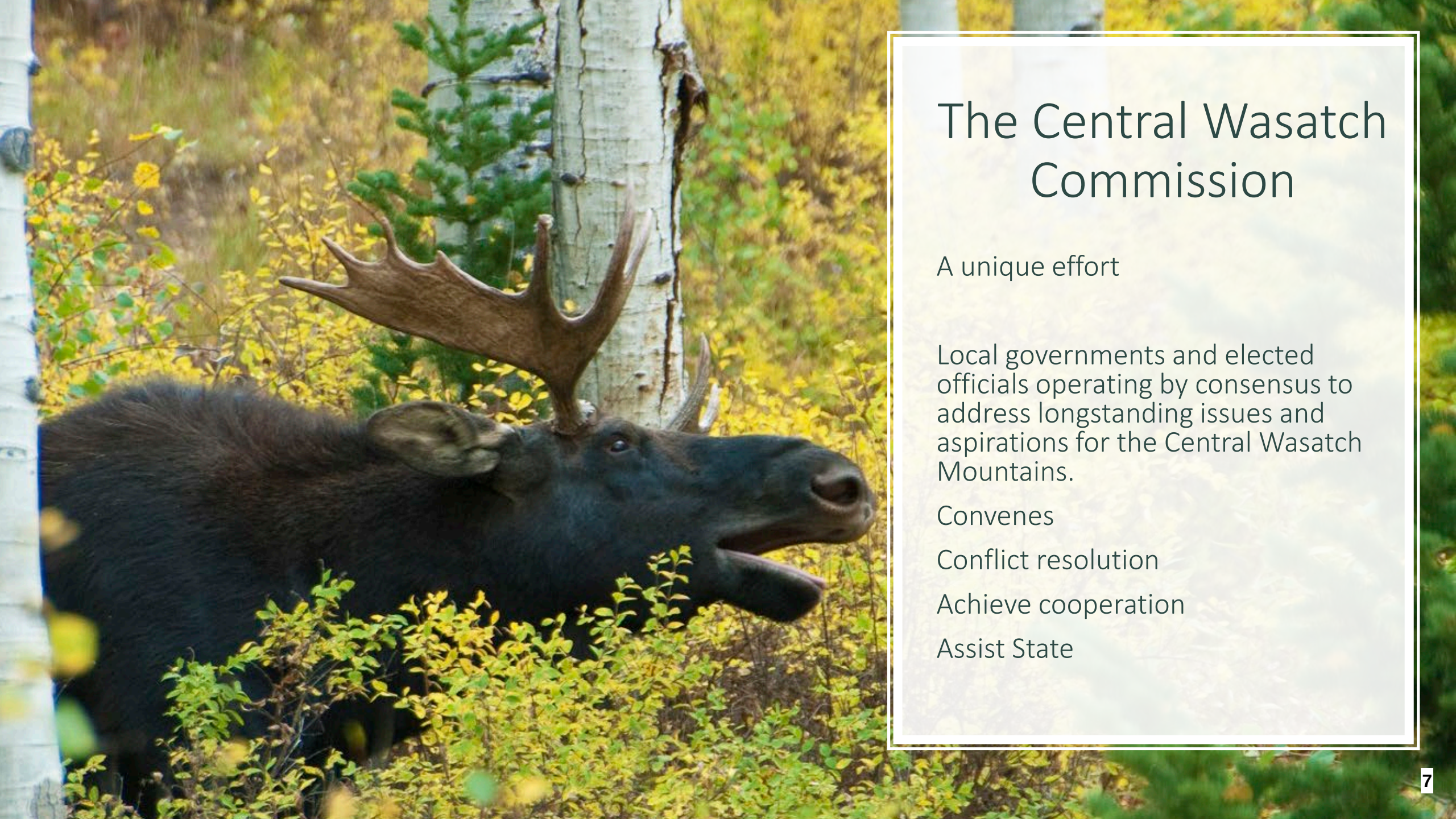
[CWC Presentation](#)



**CENTRAL
WASATCH
COMMISSION**

Central Wasatch Commission
Park City Council
Presentation
September 1, 2022



A photograph of a moose with large, dark brown antlers. The moose is positioned on the left side of the frame, facing right. Its head is turned slightly towards the viewer, and its mouth is open. The background is a dense forest with trees and bushes displaying vibrant yellow autumn foliage. A white, textured vertical element, possibly a tree trunk or a slide border, is visible on the far left.

The Central Wasatch Commission

A unique effort

Local governments and elected officials operating by consensus to address longstanding issues and aspirations for the Central Wasatch Mountains.

Convenes

Conflict resolution

Achieve cooperation

Assist State



Member Jurisdictions

Central Wasatch Commission Member Jurisdiction Benefits

Jurisdiction Benefit	Overall	Salt Lake City	Metro Water	Millcreek City	Cottonwood Heights	Sandy City	Alta Town	Brighton Town	Park City	Summit County	UTA
Coordination of Jurisdictions	X	X	X	X	X	X	X	X	X	X	X
Consensus Approach	X	X	X	X	X	X	X	X	X	X	X
Common, Regional Solutions	X	X	X	X	X	X	X	X	X	X	X
Adding Land/Resource Protection	X	X	X	X	X	X	X	X	X	X	X
Consensus-Based Transportation Approach	X	X	X	X	X	X	X	X	X	X	X
Short-Term Improvements in Mountains	X	X	X	X	X	X	X	X	X	X	X
Environmental Dashboard	X	X	X	X	X	X	X	X	X	X	X
Regional Stakeholder Involvement	X	X	X	X	X	X	X	X	X	X	X
Watershed Protection	X	X	X	X (indirect)	X (indirect)	X	X	X	X (indirect)		
Visitor Use Understanding and Impacts	X	X	X	X	X	X	X	X	X	X	X
Land-Use Decision Making	X	X	X	X	X	X	X	X			
Local Responsibilities Coordination In Mts	X	X	X	X	X	X	X	X	X	X	X

Ski Resorts

Mike Maughan – Alta Ski Area
Amber Broadway-- Solitude Mountain Resort
Mike Doyle -- Brighton Ski Resort
Dave Fields – Snowbird Ski Resort
Nathan Rafferty – Ski Utah

Conservation Interests

Carl Fisher –Save Our Canyons
Pat Shea -- Friends of Alta
Megan Nelson – The Nature Conservancy
Joanna Wheelton – Cottonwood Canyons Foundation

Recreation Interests

Serena Yau – Salt Lake Climbers Alliance
John Knoblock – Mt Olympus Community Council, Trails Utah
Sarah Bennett – Trails Utah
Tom Diegel – Wasatch Backcountry Alliance
Dennis Goreham – Wasatch Mountain Club

Cultural & Educational Interests

Stuart Derman – Wasatch Mountain Arts
Jan Striefel – League of Women Voter of Salt Lake
Maura Hahnenberger – Salt Lake Community College
Hilary Lambert – Wasatch Mountain Institute

Community Councils and Homeowner Associations

Kurt Hegmann – Mill D Cabin Owners Association
Barbara Cameron – Big Cottonwood Community Council, Brighton Resident
Del Draper – Cecret Lake Cabin Owners Association
Kirk Nichols – Evergreen HOA, Professor of Outdoor Recreation, University of Utah

Private Citizens

Michael Marker – Little Cottonwood Canyon Resident
Paul Diegel – Salt Lake City Resident
Troy Morgan – Brighton Resident
Will McCarvill – Salt Lake City Resident
Brian Hutchinson – Salt Lake City Resident
Ed Marshall – Log Haven Restaurant
Kelly Boardman – Salt Lake City resident
Jennifer Eden – Salt Lake City resident
Alex Porpora – Salt Lake City resident

Transit & Transportation Interests

Roger Borgenicht – Utahns for Better Transportation
Mike Christensen – Utah Rail Passengers Association
Danny Richardson -- Salt Lake City resident

CWC Stakeholders

Big Cottonwood Canyon Mobility Action Plan

The BCCMAP will identify key projects, policies, and process improvements to catalyze the vision for a regional, multi-modal, year-round mobility system serving all users of Big Cottonwood Canyon and facilitate the integration of new and emerging technologies, transportation demand management strategies, and enhanced transit options for Big Cottonwood Canyon.





Visitor-Use Study

The purpose of this study is to explore how outdoor recreation use and its associated impacts can be quantified and monitored over time within the canyons.

Our goal is to establish a set of indicators that are collaboratively generated and grounded in the best-available science and reflect the unique needs and concerns of the diverse stakeholders and interest groups who use, manage, and depend on the canyons.



The Environmental Dashboard

The Central Wasatch Commission released the Environmental Dashboard to the public on Monday, June 6, 2022.

The Environmental Dashboard is a tool for the public, land managers, policy makers and technical users to learn about the historic and current environmental conditions of the Central Wasatch. The Dashboard contains five environmental elements: air quality and climate, geology and soil, vegetation communities, water, and wildlife, and existing data for each element has been gathered and presented for public access.



The boundaries for this environmental dashboard project are based on naturally occurring hydrologic units (or drainage areas) and are independent of the Central Wasatch Commission's jurisdictional boundary.

Access the Environmental Dashboard here: <https://cwc.utah.gov/environmental-dashboard/>



2022 Short-Term Projects

The following short-term projects built upon partnerships between the CWC and organizations including:

Utah Open Lands, Park City Municipall, Save Our Canyons, Cottonwood Canyons Foundation, the Forest Service, Salt Lake Climbers Alliance, Wasatch Backcountry Alliance, Trails Utah, and Friends of Alta.

2022 Short-Term Projects

SUPPORT FOR A TRI-CANYON
TRAIL DEFERRED
MAINTENANCE AND INVASIVE
WEED CONTROL PROJECT

SUPPORT FOR A
COTTONWOOD CANYON
BACKCOUNTRY SKI SHUTTLE
PROGRAM

THE CONSTRUCTION OF
BEAVER DAM ANALOGS AT
WILLOW HEIGHTS POND

THE BONNEVILLE SHORELINE
TRAIL REROUTE FROM BCC TO
FERGUSON CANYON

SUPPORT OF THE BONANZA
FLAT TRAILHEAD TRANSIT
PROGRAM

SUPPORT FOR THE FRIENDS OF
ALTA EDUCATIONAL JUNIOR
RANGER ACTIVITY PROGRAM

SUPPORT FOR THE SAVE OUR
CANYONS WASATCH
WILDERNESS STEWARDSHIP
AND EDUCATION PROJECT

SUPPORT OF JACOB'S LADDER
TRAIL REROUTE
MAINTENANCE WORK



Central Wasatch National Conservation and Recreation Area Act (CWNCRA)

The cornerstone project for the
Central Wasatch Commission

The CWNCRA would create new
Wilderness, allow for the
connection of the Bonneville
Shoreline Trail, and place
permanent protections on land,
including the Monitors area in
Park City.

The CWC will discuss next steps
for the legislation during its
November Board retreat.

Thank you. Questions?

Chris Robinson
Chair, Central Wasatch Commission

Lindsey Nielsen, lindsey@cwcc.utah.gov
Central Wasatch Commission Executive Director, Policy

Blake Perez, blake@cwcc.utah.gov
*Central Wasatch Commission Executive Director,
Administration*

Visit our website for more information: cwcc.utah.gov



**CENTRAL
WASATCH
COMMISSION**

Council Agenda Item Report

Meeting Date: September 1, 2022

Submitted by: Michelle Kellogg

Submitting Department: Parking Services

Item Type: Work Session

Agenda Section: WORK SESSION

Subject:

4:15 p.m. - Discuss Winter Transportation Operations - Parking Plan

Suggested Action:

Attachments:

[2022 Winter Parking Plan Staff Report](#)

[Exhibit A: Winter Parking Plan 2022 Designation Map](#)

[Exhibit B: 2022 Winter Parking Plan Presentation](#)



City Council Staff Communication

Subject: Winter Parking Operations
Author: Matthew Neeley, Johnny Wasden
Departments: Transportation - Parking Services
Date: September 1, 2022
Type of Item: Work Session

Summary

This work session is a continuation of the [July 28, 2022, City Council](#) discussion on Winter 2022/23 Transportation Operations, with a focus on 2022/23 winter parking plans.

Each year, Park City takes a multidisciplinary and cross-departmental approach to mitigate transportation impacts during the busiest winter months. Transportation Planning, Parking, Special Events, Police, Streets, Community Engagement, and Transit work closely to monitor, implement, and promote strategies that range from seasonal paid parking rate changes to bus route/schedule adjustments, and peak event day planning. Parking management is a key component in the overall strategy to support local business districts, mitigate impacts on residential neighborhoods, and reduce traffic circulation and congestion.

Background

Residential parking management has been largely localized to the Old Town Historic District to allow on-street parking accommodations for buildings erected before 1910. Dwellings and access roads, at that time, were typically built during this era without consideration for accommodating large, modern vehicles. More recently, residential structures are required to be built with appropriate off-street parking capacity for the size of home. Because of this, Park City created various tools to support residential neighborhoods, such as expanded patrols, resident permit programs, and timed on-street visitor parking.

RESIDENTIAL STREET PARKING ENHANCEMENTS

Parking restrictions currently exist in residential neighborhoods surrounding the resort base areas. These include no on-street parking, residential permit parking programs, and timed parking as noted above. **See Exhibit A.**

For the 2022/23 winter season, we propose several new tools to better protect residential areas. These include:

Improved Street Signage – Clear and consistent messaging to reduce patrols and eliminate errant parking violations

- Consistent and clear messaging of parking regulations. Ensure neighborhood street parking restrictions are clearly communicated and enforced.
- Ensure signage aligns with Manual on Uniform Traffic Control Devices (MUTCD) design and placement standards

Increased Enforcement - Officer Presence and Patrol

- With additional staff and vehicles Council allotted to Parking Services, we will cover more ground, more often, to proactively deter visitors from parking in residential areas and respond to requests for enforcement and direct patrols.

Communication and Collaboration

- Address resident parking concerns through additional public outreach and engagement
- Engage with individual neighborhood and resident concerns - visitor parking, timed parking, seasonal regulations, enforcement hot spots, etc.
- Enhanced communication of parking and transit options for visitors in collaboration with ski resorts, HPCA, PSPOA, the Chamber Bureau, and other important community partners and stakeholders.

PAID PARKING ENHANCEMENTS

Paid parking has a variety of effects on overall traffic management. Paid parking provides a balanced approach of variable pricing, validation systems, promotion of local businesses, and controls employee parking. Clear wayfinding, technology, and ample communications help to reduce traffic congestion and move visitors to public transit and other modalities (bike, walk, etc.).

Currently, Park City's paid parking program runs from 5 pm-Midnight in City-owned paid parking lots and Main Street. (Main St. is the exception, starting at 11 am). Parking Services is working with Council Liaisons and the Historic Park City Alliance (HPCA) to determine creative ways to utilize daytime paid parking as a Transportation Demand Management tool to create desired outcomes. The following ideas are being discussed:

Daytime paid parking in Old Town during peak winter season

- Begin paid parking as early as 8 am and continue through Midnight, with an option to utilize variable pricing in response to the busiest times.
- Charge a higher rate (Exhibit B for examples) early morning during resort ingress, reduce rates in the afternoon, then increase rates in the evening. This can help prevent day skier parking from blocking access to small businesses.
- Offer a validation program to local businesses.
 - o Businesses may purchase parking validations for customers and offer on-site parking fee waivers via smartphone or validation code to be used at a parking meter.
 - o Businesses can be invoiced monthly based on total validations issued.
 - o Businesses may advertise the validation program through GoParkCity Text2Park portal.
 - o The City will provide training and support resources for participating businesses.

Daytime permit parking in Old Town

- Current resident and Old Town business permits would be honored during daytime parking in paid parking areas.
- Fees for parking permits may be adjusted to maintain program compliance and goals.
- City employees will be required to obtain a parking permit to utilize structured parking facilities in Old Town.
- City Hall visitor and vendor parking accommodations may need to be adjusted.

OTHER TOOLS

Time-Limited Parking

- Adjust current free parking areas to time limited to create more turnover for visitors and customers to small businesses. Focus on areas where skier parking impacts have been observed in the past and are anticipated.
- Create 2, 3, and 4-hour timed-parking zones to disincentive long-term skier parking. Target areas include City Park, top level of China Bridge, and Prospector neighborhood.
- Parking Services is working with various departments to determine effective placement of parking signs and wayfinding.

Increase Parking Fines and Fees

- Maintain compliance while increasing the protection of residential areas and ensuring reasonable turnover in business is an important component of the overall management plan.
- Increased parking ticket pricing is a proven and effective deterrent for parking violators.
- All paid parking rates, times, and fees were amended with Council approval during the FY2023 City budget process – [Fee Schedules](#).

Next Steps

Proposed parking management strategies are being vetted through community outreach and engagement efforts. Feedback will be shared with Council before finalizing winter 2022/23 operational and regulatory plans.

Exhibits

Exhibit A – Parking regulations and designations map

Exhibit B – Winter Parking Plan PowerPoint

PARKING DESIGNATION MAP

Map Key

Red - No Street Parking

Blue - Permitted Parking
Zone

Green - Time-Limited
Parking

Purple - Private Parking

An interactive map
may be found [here](#)

A photograph of a bicycle heavily covered in snow, parked in a snowy environment. In the background, there is a building and a sign that says "CITY MAP". The scene is set in a winter landscape with snow-covered trees and a fence.

PARKING PLAN

2022-2023

— WINTER PARKING GOALS —

Protect Neighborhoods
Transit Priority
Reduce Congestion

Parking has been involved with planning this winter's traffic management operations and have aligned goals with other City departments.

PROTECT RESIDENT PARKING

Protect parking availability for residents living near Main Street and neighboring ski resorts.

Resident Permit Parking Zones are currently in place around Old Town/ Park City Mountain Resort and enforced by Parking Services.

Our new technology allows us to expand patrol coverage and frequency, which is critical in maintaining presence and deterring non-compliant parking.

RESIDENT PARKING MANAGEMENT

Old Town - Virtual Permits are required when parking on the street in residential permit zones

Other Neighborhoods - “No Street Parking” designation with regular, daily patrol

Peak Day and Special Event Activations – Additional sign placement and stationing officers at key intersections will utilize additional resources Council allocated to Parking Services.

— RESIDENTIAL PARKING DESIGNATIONS MAP —

Map Key

Red - No Street Parking

Blue - Permitted Parking
Zone

Green - Time-Limited
Parking

Purple - Private Parking

An interactive map
may be found [here](#)

TRANSIT PRIORITY

- Parking is a critical piece of Transportation Demand Management.
- Paid parking pricing is the most effective tool in driving transit ridership
- Daytime paid parking will be required to prevent spillover from resort visitors

DAYTIME PAID PARKING

Parking Services is working with the Historic Park City Alliance and various stakeholders to determine the most balanced use of paid parking while supporting both economic vibrancy and Transportation Demand Management

Daytime Paid Parking

Apply regular hourly rates throughout all paid parking lots to promote turnover

Example: Main Street 3 Hour Max

<u>New</u>	<u>Current</u>
<u>8am-5pm</u>	<u>5pm-12am</u>
Hours	Hours
1 - \$2	1 - \$5
2 - \$3	2 - \$5
3 - \$25	3 - \$5
Max of \$30	Max of \$15

Example: China Bridge 24 Hour max

<u>New</u>	<u>Current</u>
<u>8am-5pm</u>	<u>6pm-12am</u>
Hours	Hours
1 - \$2	1 - \$3
2 - \$3	2 - \$3
3 - \$5	3 - \$3
4 - \$15	4 - \$3
Max of \$25	5 - \$3
	6 - \$3
	Max of \$18

Provide permitted parking for regular garage users- employees, owners, city staff

Day Time Validations

Charge participating businesses for validations in China Bridge to issue at their discretion at 50% total customer parking session cost

Participating businesses receive advertising of parking benefit through visitation of their business through the Text2Park portal

Invoice businesses monthly for only what they use at a percentage of the total customer parking fee

Charging a percentage to businesses ensures employees don't abuse the system

Customer simply scans a QR code participating businesses have access to.

Time-Limited Parking

Provide timed parking options in strategic paid parking locations to allow for local patron access during peak demand times

Main St Currently has 15 minute zones that become Drop and load only after 5pm

Add 1 Hour Max stalls in China Bridge for locals and those seeking quick errands

Increase or decrease number of time-limited stalls as usage suggests

REDUCE CONGESTION

The outlined parking plan, in concert with other department operations, will reduce traffic congestion

Parking will also help monitor Richardson Flat and High School park and ride locations

PARKING RECOMMENDATION

Implement daytime paid parking

Advertise no street parking
around the resorts

Discussion/Questions for Council

Is Council supportive of pursuing these
management approaches?

Council Agenda Item Report

Meeting Date: September 1, 2022

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section: WORK SESSION

Subject:

5:00 p.m. - Fall 2022 Trails Update

Suggested Action:

Attachments:

[Fall 2022 Trails and Open Space Staff Report](#)

City Council Staff Communications Report

Subject: Trails and Open Space Planning
Author: Heinrich Deters
Department: Sustainability
Date: September 1, 2022
Type of Item: Work Session

Summary

The City's Trails and Open Space Team will provide a comprehensive update of Park City's trails and open space system, as well as planning efforts associated with the annual development of new trails, maintenance, grants administration, and operations.

Background

The preservation of open space and importance of recreational trail opportunities are best represented in the City's [General Plan - Natural Setting Goals](#). In addition, the [2008 Trails Master Plan](#) provides the general and underlying policy guidance for the planning, development, and ongoing stewardship of Park City's extensive public trail and open space system.

Park City's boundary includes 12,794 total acres, nearly 10,000 of which are preserved as open space by either acquisition or through the public planning and regulatory processes. Open space preserves natural resources, protects scenic viewsheds, mitigates development pressures, and create a host of recreational opportunities.

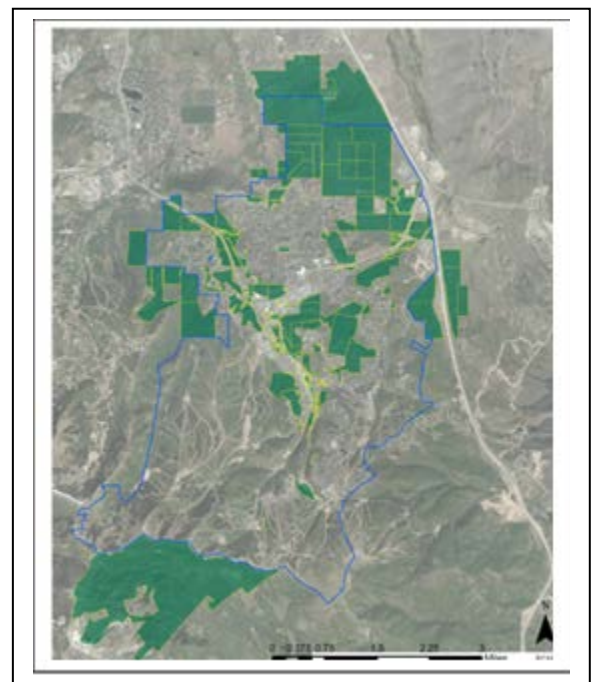
Park City's non-motorized trail system consists of:

- Summer trails - 172 miles;
- Winter trails - 70 kilometers; and
- Trailheads/kiosks - 19 structures.

The Trails and Open Space Team could not operate this extensive network without the help of local and regional stakeholders, including:

- Mountain Trails Foundation (MTF) - Lora Smith, Executive Director;
- Summit Land Conservancy (SLC) - Cheryl Fox, Executive Director;
- Utah Open Lands (UOL) - Wendy Fisher, Executive Director; and
- Snyderville Basin Special Recreation District (SBSRD) - Dana Jones, Executive Director

The Park City trail system was initially developed in the early 1990s, which coincided with the emergence of mountain biking as a mainstream recreational endeavor. After two decades of work, in 2012, Park City was recognized as the premier public



trail system, earning the first ever Gold-Level [International Mountain Bike Association \(IMBA\) Ride Center](#). Today, you can find hundreds of bikers and hikers enjoying the trail system built over decades by a dedicated community.

Analysis

The Trails and Open Space Team strives to provide world-class recreational opportunities on City open spaces, consistent with each property's conservation easement, in a safe and efficient manner. On average, planning, funding, final review, and construction of a trail takes approximately 2-3 years. Each year, the team presents projects to City Council at Council retreats and through the capital budget process. Typically, budget requests are associated with the Trails Master Plan or resulting from a new open space acquisition. Further guidance stems from either **the regulatory process**, (Land Management Code [Title 15-7.3-8.](#)), **City Council direction** (Open Space Property Plans or Conservation Easements), or additional **stakeholder/community input/donations**.

For example:

- The Park City Heights trail system was implemented through the **regulatory process** and funded by the developer as a community benefit.
 - Notice and approval follow the public planning process and were approved by City Council.
 - Implementation is coordinated within the development timeline.
- Trails located on the Armstrong, Treasure Hill, Snow Ranch Pastures, and Bonanza Flat Open Spaces are all examples of trails developed through **City Council direction** associated with an adopted open space property plan and/or conservation easement.
 - Notice and approval follow previously approved conservation easements and/or management plans, which can take place over a period of several years.
- Dawns Trail, Porqu-Climb/Down Dog, the Big Easy, and Clark Ranch (east) are examples of trails developed through additional **stakeholder/community input/engagement**.
 - These are often coordinated through Council liaisons and stakeholder groups and can be funded through a combination of the budget process or individual grants and donations.
 - Stakeholder and community input often attempt to mitigate trail safety concerns, specific user group requests, and/or a rerouting to balance trail access and neighborhood mitigation.

Conservation Easements

A conservation easement is a voluntary legal agreement between a landowner and a land trust or government agency that permanently limits uses of the land in order to protect its conservation values. To date, PCMC has granted 27 easements to either Utah Open Lands or Summit Land Conservancy on city-owned open spaces.

Conservation easements granted by PCMC include a component of public access or recreation consistent with the underlying legal agreement through which the asset was acquired. More recently, the addition of adaptive management plans is a new development in open space management to proactively plan and manage predictable land use decisions for the public. Once funding, approvals and public notice are completed, a land trust representative will approve and monitor trail alignment prior to, during, and after construction.

Stakeholder Coordination

The Trails and Open Space Team meets regularly with Mountain Trails Foundation, Summit Land Conservancy, Utah Open Lands, and the Snyderville Basin Special Recreation District to review trail and open space related items, including proposed trail projects. Meetings with Council Liaisons and stakeholders are frequent and ensure consistency with applicable conservation easements and ongoing evaluation of the goals and objectives. Meetings also are used to share and collaborate on data collection, including trail counts, trailhead use, wildlife cameras, and annual monitoring reports. Finally, discussions include collaboration on grants or private donations.

Public Notice

As noted, the development of trails typically incorporates community input and stakeholder collaboration. As trails are most often located within the Recreational and Open Space Zone ([ROS](#)), which requires an Administrative Conditional Use Permit (CUP) before implementation or construction, the Team submits an application to the Planning Department to further ensure public notice is provided. Trailhead parking and mitigation of neighborhood impacts are addressed as part of the planning process. Recent conditions associated with planning review resulted in additional infrastructure (signage/stripping) and resources (parking enforcement) being dedicated to neighborhood trailheads.

Funding and Grants

Trail development is typically funded three different ways:

- The Trails Master Plan Capital Budget;
- Grant Opportunities including the Utah Office of Outdoor Recreation (UORG), Summit County (RAP & Restaurant), Utah State Recreation Trail Program (RTP), and others; and
- Private Donations

The most common funding mechanism is the combination of grants, which require a match from the Trails Master Plan budget and approved through the annual budget process.

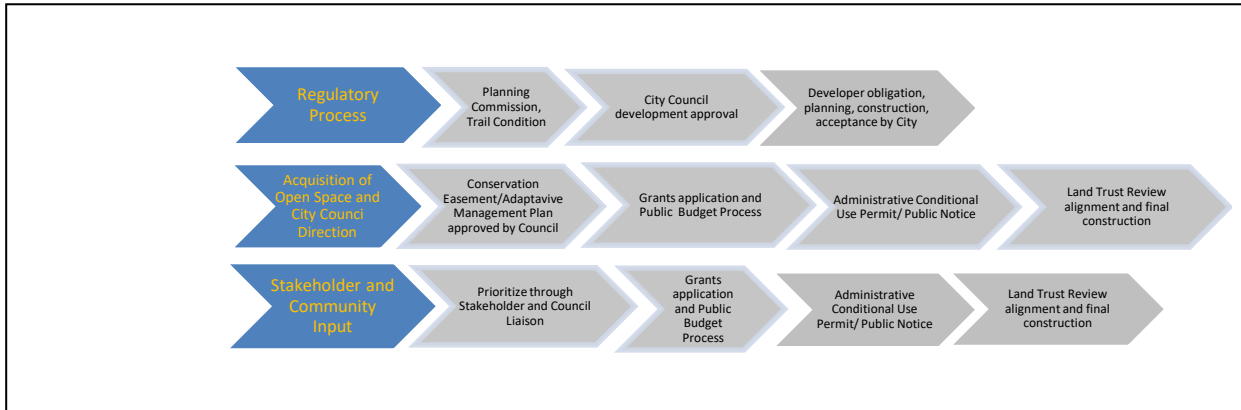
Several times a year, the Team collaborates with Mountain Trails Foundation, Utah Open Lands, Summit Land Conservancy and most recently Wasatch Trails Foundation to identify upcoming grant or private donation opportunities to leverage funds to implement projects and reduce the burden on Park City taxpayers. Typically, grant opportunities are sought for projects 1-2 years into the future and included in the annual budget process. If funding is awarded, it typically prioritizes a project. Recent examples include:

- Clark Ranch Trails and Trailhead- (UORG \$67,000)
- Clark Ranch Vault Toilet- (RAP \$15,000)
- Clark Ranch West- (RAP \$24,000)
- Round Valley Big Easy Trail- (RTP \$72,600)
- Mother Urban (\$50,000 private donation)
- Bonanza Trails and Trailheads- (UORG \$150,000)
- Lackawaxen Trail Reroute- (UORG \$27,000)
- Bloods & Lackawaxen Restoration Projects- (UORG \$50,000)
- MTF Trail Website, Trailhead Cameras and Public Etiquette- (Park City Chamber/Bureau \$80,000)
- Rail Trail Improvements- (RAP \$500,000)

- Trailhead Signage- (RAP \$20,000)
- Round Valley Trail Improvements- (RAP \$10,000)

Typical Trail Development, Planning and Approval Process

Below is a flow chart that notes a typical progression of a trail through the varying processes identified above.



Mountain Trails Foundation (MTF)

For over 28 years, MTF has advocated for access and development of a non-motorized trail system. PCMC and MTF have a long history of collaboration through grants, trail construction and management. MTF and PCMC secured over \$700,000 for Park City trails and trail-related projects. MTF is the selected contractor for the City's 'Back Country Trail Maintenance' contract and has utilized the City's 'Adopt a Trail' program to secure another \$80,000 annually.

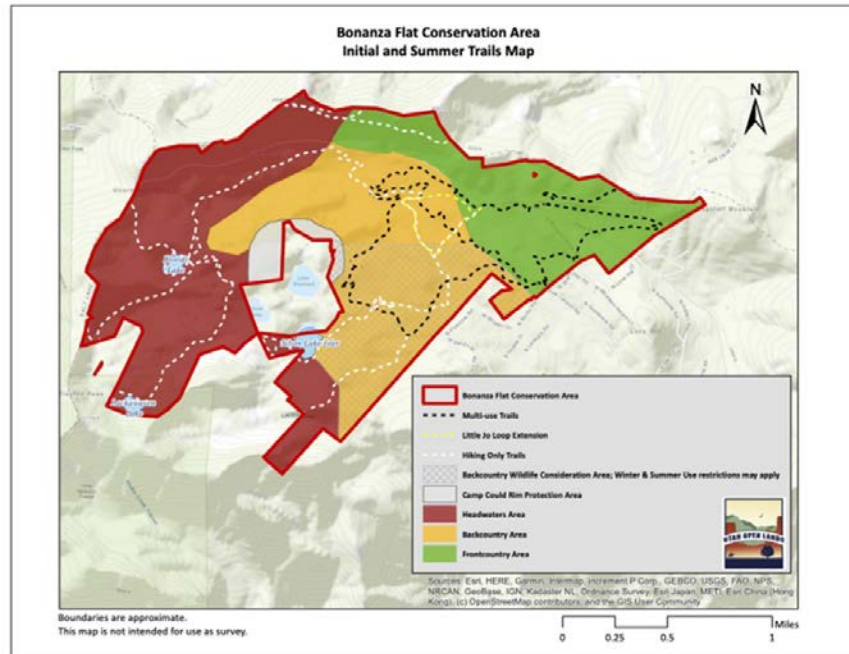
Bonanza Flat Trail Development

On January 9, 2020, City Council adopted the [Bonanza Flat Conservation Easement and Adaptive Management Plan](#), which serves as the guiding management document. Since then, Utah Open Lands (UOL) and PCMC partnered to develop trailhead areas, reduce visitor impact, and reroute numerous trails to more sustainable corridors.

- Multi-Use Loop Trail: PCMC, in conjunction with MTF and UOL, seeks to complete the multi-use loop trail alignment and construct in September. The project was identified in the Adaptive Management Plan noted above and started in 2020. (Map below)
 - o This includes a directional bike trail (grant funded) that leads to the backcountry area and subject to seasonal wildlife closures.
 - o The trail is proposed to prohibit dogs.
 - o Nearby Wasatch County residents in Brighton Estates expressed concern with the trail development so close to Brighton Estates, stating that trail expansion is inconsistent with some of the conservation values of the property, Conservation Easement, and Management Plan.
 - In response, the Team walked the new trail alignment with the UOL, Wasatch State Parks, MTF, Council Liaison (Toly) and several Brighton Estates property owners.



- The Team requests Council obtain additional public comment prior to trail completion on the south side of Pine Canyon Road due to the strong feelings and opinions of some Brighton Estate property owners.



- Regional Trail Connection to Wasatch State Parks: The Adaptive Management Plan anticipated regional trail connections from and through Bonanza Flat.
 - o The WOW connector trail is a project PCMC is working on in conjunction with MTF, UOL, Wasatch State Parks, and Wasatch Trails Foundation (WTF). WTF and MTF received grant funding, which elevates planning prioritization.
 - PCMC, MTF and Council Liaison Toly met with an abutting Brighton Estates property owner to review and refine draft trail alignments. The Team requests an additional review with said property owners and Wasatch State Parks this Fall, before completing trail construction 2023.
 - Similar to the multi-use trail discussion, we would request a similar template of inviting stakeholders and the Council Liaison to review proposed trail alignments and solicit community input.

Next Steps

In an effort to provide more transparency in the multi-year planning and development of new trails within Park City, we recommend that, in addition to the public budgeting process and public hearings required by the City's planning and regulatory processes, the Team will provide City Council with a bi-annual update. Each year, we will provide an overview of proposed projects, grant opportunities, public input and engagement, and review goals and intent. The updates will occur in the Spring and Fall each year.

Council Agenda Item Report

Meeting Date: September 1, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: APPOINTMENTS

Subject:

Appoint Ruth Gezelius, Mary Wintzer, Jennifer Franklin, Stefanie Wilson, John Stafsholt, and Beth Armstrong to the Board of Adjustment with Staggered Terms, Beginning September 2022

Suggested Action:

Attachments:

[Board of Adjustment Appointments Staff Report](#)

City Council Staff Report

Subject: Board of Adjustment Appointments
Author: Gretchen Milliken, Michelle Downard
Department: Planning and Executive
Date: September 1, 2022
Type of Item: Appointments- Council Advice and Consent

Recommendation

Approve the re-appointment of Ruth Gezelius, Mary Wintzer, and Jennifer Franklin and appointment of Stefanie Wilson from alternate to voting Board member, John Stafsholt as voting Board member, and Beth Armstrong as alternate for staggered terms outlined below.

Background

The Park City [Board of Adjustment](#) (BOA) consists of five members and one (1) non-voting alternate to vote when a regular member is absent. Members shall serve five (5) year terms, reside within City limits, and be appointed by the Mayor with the advice and consent of the City Council.

The BOA hears appeals on the determination of Non-Conforming or Non-Complying status by the Director of the Planning Department, appeals of staff-level and Historic Preservation Board Final Action regarding Historic District Design Review applications, and appeals and call ups of Final Action by the Planning Commission at the request of City Council for City Development applications.

Analysis

Board members Ruth Gezelius, Mary Wintzer, and Jennifer Franklin, reached the end of their respective terms on June 1 of 2019, 2020, and 2021. Appointment of these seats has not been a priority because the members may continue to serve until a successor is appointed and the members were willing to continue serving.

In 2021, Park City advertised a recruitment on the Park City Website, Park City Newsletter, and social media. After seven weeks of advertising, four applications were received including three current BOA members, Ruth Gezelius (chair), Mary Wintzer, and Jennifer Franklin. Given the low number of new applications, the current members were willing to continue serving until appointments or reappointments were made in coordination with a future, more robust recruitment.

Since that time, Dave Robinson and Hans Fuegi have resigned. This creates the six vacancies and the need to appoint or reappoint five members and one alternate to the Board of Adjustment.

Previous Appointments	Term Ending
Ruth Gezelius, Chair	June 2019
Mary Wintzer	June 2020
Jennifer Franklin	June 2021
Dave Robinson	June 2022
Hans Fuegi- resigned	June 2023
Stefanie Wilson (alternate)	June 2022

Following a strong 2022 recruitment effort, a sub-committee reviewed the applications and interviewed new applicants John Stafsholt, John Greenfield, and Beth Armstrong.

The sub-committee recommends reappointing Ruth Gezelius, Mary Wintzer, and Jennifer Franklin, transitioning Stefanie Wilson from the alternate to a voting Board member, and appointing John Stafsholt to fill the vacancy, with Beth Armstrong appointed as the alternate for the terms below. The terms are based on expired terms and provide for staggered terms:

Recommended Member Appointments	Term Ending
Ruth Gezelius	(Term Extended 2019) June 2025
Mary Wintzer	(Term Expired 2020) June 2025
Jennifer Franklin	(Term Expired 2021) June 2026
Stefanie Wilson	(Term Expired 2022) June 2026
John Stafsholt	June 2027
Beth Armstrong (alternate)	June 2027

Council should discuss and consider voting to approve the Mayor's proposed appointments for staggered terms.

Department Review

The Planning, Legal and Executive Departments have reviewed this report.

Council Agenda Item Report

Meeting Date: September 1, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Marissa Marleau Appointed as Deputy City Recorder

Suggested Action:

Attachments:

[Deputy City Recorder Staff Report](#)



City Council Staff Report

Subject: Notice of Appointment of Deputy City Recorder
Author: Michelle Kellogg
Department: Executive Department
Date: September 1, 2022
Type: Informational

Summary:

The City Manager appointed Marissa Marleau as Deputy City Recorder of Park City Municipal Corporation. Ms. Marleau began working with the Executive Team in July and has already shown a commitment to support the obligations of the City Council, public meetings, and boards and commissions.

Background:

[Park City's Municipal Code, Section 2-4-6](#), prescribes the approval process for the City Recorder position. In addition, Section 2-4-6 allows the City Manager to appoint a deputy or deputies who serve under the supervision of the City Recorder and have authority to act in the absence of the City Recorder.

As a result of a recent turnover in the Executive Office, the City Manager appointed Ms. Marleau as a deputy to the City Recorder, and there is every confidence that she can fulfill this role. Though code does not specifically require the Manager to put this item on a City Council agenda, it is important for the Mayor and City Council to know who is authorized to perform the Recorder duties and helps to avoid confusion. By appointing Ms. Marleau, the Executive Department will continue to ensure the effective and efficient operations of City Council and various other PCMC departments. It will also ensure that staff is prepared and equipped to handle intermittent and/or unexpected absences of the City Recorder.

Council Agenda Item Report

Meeting Date: September 1, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: CONSIDERATION OF MINUTES

Subject:

Consideration to Approve the City Council Meeting Minutes from June 28 and July 14, 21, and 28, 2022

Suggested Action:

Attachments:

[June 28, 2022 Minutes](#)

[July 14, 2022 Minutes](#)

[July 21, 2022 Minutes](#)

[July 28, 2022 Minutes](#)



PARK CITY COUNCIL AND COUNTY COUNCIL MEETING MINUTES - DRAFT
650 ROUND VALLEY DRIVE
PARK CITY, SUMMIT COUNTY, UTAH 84060

June 28, 2022

The Park City and Summit County Councils of Summit County, Utah, met in open meeting on June 28, 2022, at 9:00 a.m.

JOINT PARK CITY AND SUMMIT COUNTY COUNCIL MEETING

I. ROLL CALL

Park City Council Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney	Present
None	Absent

Summit County Council Attendee Name	Status
Chair Chris Robinson Vice Chair Roger Armstrong Council Member Doug Clyde Council Member Malena Stevens Council Member Glenn Wright Tom Fisher, County Manager Margaret Olson, County Attorney	Present
None	Absent

II. DISCUSSION ITEMS

Entity Workforce/Affordable Housing:

Jason Glidden, Park City Housing Development Manager, reviewed the success each entity had in affordable housing development over the past few years. He indicated it

1 was becoming more difficult to develop these projects because of rising construction
2 costs and less availability of land.

3
4 Park City performed a needs assessment and it needed 800-1,000 affordable units over
5 and above current projects within the next five years. These numbers were needed to
6 maintain 15% of the workforce within the City limits. The market demand was much
7 higher than these projected numbers. Summit County needed 297 new units per year.
8 Jeff Jones, Summit County Economic Development and Housing Director, noted that
9 number was based on population growth and it did not include units within Park City
10 limits.

11
12 Glidden reviewed programs that helped with affordability, including a lite deed restriction
13 program, which paid individuals to put a deed restriction on their property and required
14 the unit to be owner-occupied or a long-term rental. A buy down program was in place
15 in which a property was bought at market rate and sold or rented at an affordable rate
16 with a deed restriction. Park City was in a public/private partnership to develop a mixed
17 income development at the Homestake Lot. He also noted a private mixed-use
18 development was going in next to the film studio. The County had the Canyon Village
19 and Silver Creek affordable projects. He hoped the City and County could work together
20 to figure out how to develop more affordable projects.

21
22 Glidden asked three policy questions for the group to discuss: To what level is
23 affordable housing a priority? Together, who should we be developing housing for?
24 Should the City/County jointly facilitate a workforce housing plan that supports the
25 ongoing function of our local governments?

26
27 Tom Fisher, County Manager, stated he and Matt Dias, Park City Manager, discussed
28 working on housing each workforce independently. There had been analyses done on
29 where the workforce lived. Over the entire organizations, a good amount of employees
30 resided locally, but in looking at the subsets of the organization, the numbers looked
31 quite different.

32
33 Chair Robinson asked for more information on the lite deed restriction program and the
34 public/private partnership on the Homestake Lot. Glidden indicated the lite deed
35 restrictions were on the property forever. It didn't limit the amount of rent charged, but it
36 required renters to be long-term. The City paid owners for putting the deed restriction on
37 the property and it was negotiable. An advisory committee would review the offer and
38 they could accept, reject or make a counteroffer. This program was done in Vail,
39 Colorado, and they typically paid owners 17%-20% of the property value. For the
40 public/private partnership, the City leased the developer the land. The developer was
41 also applying for federal grants, which would reduce the cost, and the average Area
42 Median Income (AMI) percentage for the units would be 60%. Council Member
43 Armstrong noted that the City would not be able to restrict applicants based on where
44 they worked and lived. Glidden indicated there was a waterfall provision to prioritize
45 applicants based on certain factors as long as nobody was excluded.

1 Council Member Rubell asked if there was a leading practice in how far away first
2 responder employees should live from their work. It was indicated public safety was
3 short staffed and they would hire qualified employees no matter where they lived. But
4 optimally, it would be best if they lived close so the response time was shortened.
5 Council Member Doilney asked if employees moved to the area after being hired. It was
6 indicated employees wanted to relocate but were generally unable due to the high
7 costs. Council Member Gerber thought first responder housing was a critical priority, but
8 stated it was a priority for everyone. She hesitated prioritizing one job over another.
9 Some questions not being asked was who was not safely housed now, whose needs
10 were not being met and could not be met through additional services, such as
11 commuting money. She thought the conversation was missing on whose voices weren't
12 being heard and who was being displaced. She felt these discussions unintentionally
13 discriminated against some workers in the community. Council Member Rubell
14 disagreed and asked what the community would do in the event of a wildfire or active
15 shooter if first responders were not close enough to respond. Housing for these
16 employees was serving community needs and looking out for the safety of the
17 community. He thought that was a different discussion. Council Member Gerber
18 asserted it would not be good to have all first responders in town when other workforce
19 commuted into town and lived 10 people to a home. Council Member Rubell indicated
20 only three firefighters lived in town, and that was not sufficient.

21
22 Council Member Wright noted dual income families didn't qualify for affordable housing.
23 They needed to discuss expanding housing in general in the County, both affordable
24 and moderate-income housing. Council Member Stevens stated looking at equity in the
25 workforce should be discussed. She hoped to get to a place where all workers had
26 housing, but asked what group they should start with. She thought deciding where to
27 start would be helpful. Council Member Gerber stated all areas of the workforce were in
28 short supply in the County and they were all needed. She suggested maximizing areas
29 where they could find qualified individuals and bring them into the community. Mayor
30 Worel agreed affordable housing was a huge problem and asked how the City and
31 County could work together to make incremental progress. Council Member Toly
32 thought the councils could do things that wouldn't take too long to complete. She asked
33 if there were programs that could be looked at, like Lease to Locals, that could use the
34 existing housing stock. She favored forming a regional housing group.

35
36 Council Member Armstrong stated government entities were not responsible for housing
37 people. The City and County were doing their best, but companies needed to provide
38 affordable housing as well. He was interested in housing critical workers such as first
39 responders, teachers, public service, and health care workers. This was a regional
40 discussion. In order to make this work, redevelopment was necessary. Council Member
41 Gerber requested a presentation on how Low-Income Housing Tax Credit (LIHTC)
42 funding could be used in the communities. Council Member Armstrong asked if deed
43 restrictions were adequate because the County's were not sufficient. He cautioned
44 about the type of deed restrictions being attached to properties. He indicated nightly
45 rentals needed to be addressed.

1 Council Member Doilney supported having a regional housing authority for better
2 communication between the entities. He thought housing was a critical priority and
3 critical employees should be prioritized. Council Member Stevens agreed and supported
4 targeting critical personnel. She indicated the big issues would not be addressed if
5 government didn't have the personnel. Council Member Gerber asked to define critical
6 employees, and noted part of an elected official's job was to serve the undervalued in
7 the community. She didn't want it to be discriminatory. Other Council members felt it
8 had to be discriminatory and housing was being built for government employees. Other
9 employers needed to pay a living wage or provide housing. Chair Robinson thought an
10 agreement could be achieved so staff could work together on concrete goals. Council
11 Member Armstrong suggested staff look for opportunities to acquire housing and
12 indicated safe housing should be another priority. Council Member Stevens cautioned
13 focusing so much on one area that other areas were neglected.

14
15 Glidden summarized there was consensus that the housing issue was critical. The
16 majority of the Councils favored targeting housing for essential personnel with attention
17 to what was essential. There was support for working together regionally. Council
18 Member Dickey stated a housing authority was a collective authority that was a tool to
19 manage housing. It would be beneficial to have joint housing development. Council
20 Member Gerber asked if a housing authority could be a taxing entity. Glidden stated
21 they had the authority to bond, but needed a revenue source to pay for the bond. There
22 was discussion on various tax entities that would produce viable revenue. Council
23 Member Clyde stated the only transfer tax was Empire Pass. It was noted that
24 Founder's Place also had a transfer tax. Council Member Rubell suggested getting
25 aggressive on private development applications, beyond inclusionary housing, to
26 negotiate with developers for additional affordable units.

27
28 Jones asked staff to consider the following: outline a housing authority's roles and
29 responsibilities and how it would be structured; give a better definition of LIHTC and ask
30 someone from Utah Housing Corporation to present to the Councils; and help get a
31 more specific definition of essential workforce. From the pandemic, the federal
32 government defined an essential employee, and they could start with that definition and
33 work from there. Pat Putt, Summit County Community Development Director, stated the
34 City and County were in this together. Staff would come back and explain the structure
35 of a housing authority. He thought the critical employee priority should be examined
36 further before building something. In collaborating, we needed to go through all the
37 steps. At the next discussion, we should look at potential locations and the
38 characteristics of what the locations looked like with regard to connections to mobility,
39 services, and recreation. This could be done together. The City and County needed to
40 be bold and courageous. Chair Robinson didn't think everyone from both councils
41 needed to do this, but a subcommittee could be created and he would leave it to the
42 City and County managers to come up with the subcommittee.

43
44 **Park City Remote Parking Update:**

1 Matt Dias, Park City Manager, presented this item and reviewed the joint City and
2 County process to evaluate properties for potential park and rides. The County took the
3 lead on SR 224 and the City was looking for a park and ride location on SR 248. The
4 City Council paused the Quinn's Junction project to discuss it further with the County,
5 due to congestion concerns. He indicated the project now was delayed for at least a
6 year. The City Council requested a temporary solution by implementing Transit service
7 from Richardson Flat, and he noted there were several drawbacks at that location.
8 Council Member Armstrong asked if the City would bear the cost of shuttles or if the
9 resorts would share the costs. Dias stated the resorts desired the service and he
10 thought they would be willing to pay for it. A question was asked how traffic would look
11 coming in and out of that area. Matt Neeley, Transportation Director, indicated staff
12 would monitor that and the resorts were considering a reservation system with
13 Richardson Flat as an overflow parking option. A question was asked if UDOT would
14 help make the Richardson Flat lot more accessible. Dias stated this was a temporary
15 solution, but UDOT wanted park and rides in the region and they would enhance their
16 service as demand increased. A question was asked if Richardson Flat would match up
17 with Park City Transit and High Valley Transit (HVT) for transit service. Dias stated if
18 this became a permanent facility, it would be public for all transit use. A question was
19 asked if they should expand the study to Highway 40 and SR 248.

20
21 Chair Robinson stated some of the project funding was from the County and asked how
22 that came about. There was also discussion of the realignment of Highway 40 and SR
23 248 and he asked about the County studies on the environmental impacts. Julia Collins,
24 Transportation Manager, stated \$3.8 million in funding was received from UDOT. Park
25 City was providing \$405,000 for Phase One and then \$1.8 million was from a transit
26 sales tax grant through the Council of Governments (COG) for Phase Two, which would
27 fund end of line facilities. Park City would also fund \$1 million in transportation money
28 for the match. Chair Robinson stated he looked at shifting the road but it would be
29 difficult because of wetlands, private property, sewer lines, etc. Derrick Radke, Summit
30 County Public Works Director, indicated the existing right of way could be moved 200
31 feet without entering the wetlands. Chair Robinson stated there would be effects on the
32 County, such as assuming the County would do a project that they didn't want to do.
33 Radke stated realigning the road was always in the master plan, whether the park and
34 ride was there or not. Chair Robinson stated another element to help the County form
35 an opinion was to understand the impact of the park and ride on future enhancements
36 to the interchange and the entrance of Old Highway 40 to SR 248. He hoped to learn
37 how the park and ride would fit into the bigger picture of improving Quinn's Junction.
38 John Robertson, Park City Engineer, stated those discussions were already taking
39 place. Chair Robinson stated if the park and ride didn't harm the interchange it was fine,
40 but if it had to be ripped up in the future that would be bad. He requested a master plan
41 for the area. Council Member Toly asked what additional land was needed beyond the
42 200 feet and the rail trail, to which Radke stated another 100 feet of property was
43 needed.
44

1 Council Member Armstrong didn't know if this was the best alternative for Quinn's
2 Junction for being the least impactful with the best benefit. Council Member Dickey
3 stated the City didn't want to build something that made the interchange worse. Chair
4 Robinson asked to know what the County's commitment needed to be with the
5 movement of the intersection, i.e., if it was a priority, what it would cost, and when it
6 would be done. He appreciated that the City Council paused the project. Council
7 Member Doilney stated everyone was worried about how much time they spent trying to
8 get in and out of Park City. He thought there could be spillover into the County with
9 congestion and asked if the County had talked about it. Chair Robinson stated they
10 hadn't thought much about it. There was a lot of development in Silver Creek Village
11 and the County was in the same situation with congestion. He suggested getting UDOT
12 involved to see what creative ideas they had for the frontage road. Council Member
13 Doilney thought it was good to work with the County on issues like parking, traffic, and
14 transportation, so that both entities were aligned. He was concerned about congestion
15 this winter. Council Member Armstrong asked Fisher to give consideration to parking
16 issues because the bus barn completion date was delayed, which affected parking
17 spaces at the Ecker Hill park and ride. Stevens asked what the City's timeline was so
18 the County could have an answer. Dias stated more collaboration with staff would help,
19 and at the next quarterly meeting this could be discussed further. The bid could go out
20 in the winter. Collins noted in the meantime, funding could be rescinded since it wasn't
21 used by the deadline.

22
23 **Discussion Regarding Watershed Protection and Building Resilient Infrastructure**
24 **and Communities (BRIC) Grant Possibilities:** Jessica Kirby, Summit County Public
25 Lands Manager, and Heinrich Deters, Park City Trails and Open Space Manager,
26 presented this item. Kirby reviewed what the County did regarding fuel mitigation efforts.
27 She was looking to get a large FEMA grant. The first deadline was in August with the
28 final deadline in January, 2023. Staff submitted a notice of intent and it was looking
29 good. The grant would be for \$50 million. There would be a 70/30 split, which meant a
30 \$15 million match would be required from entities in Summit County over three years.
31 The funding could also be spent over three years. The match could be in-kind donations
32 from the City and County or private individuals, with the hope that it would be structured
33 as a cost share program from the grant to participants.

34
35 Kirby explained there were three categories for grant use. The defensible space
36 component and home hardening piece would give a \$10,000 grant to a homeowner, of
37 which they would pay \$3,000 for a new roof and/or defensible space work. The
38 watershed protection piece would use the funding for the head water project in Weber.
39 The third piece would be capacity building to increase homeowner inspections for
40 wildfire mitigation. This would bring project management and staff to the program so
41 they could manage the funds over the three years and facilitate a biomass facility that
42 could be in the County to offset carbon and deal with the slash that came out of the
43 projects.

1 Kirby asked that the councils give letters of support that would be submitted with the
2 grant application. Staff needed some City Council members to meet about dispersing
3 the funds. Mayor Worel stated she would give them two names. Council Member Toly
4 asked how it worked with the Community Wildfire Risk Assessment (CWRA). Deters
5 stated staff would use the CWRA to look at wildfire danger and the associated
6 environmental impacts, whether those would be watershed, wildlife, or cultural aspects.
7 The assessment would help narrow down the priorities for dispersing the funds. Kirby
8 stated they wanted this to be a long-term solution and not for homeowners just looking
9 for handouts to improve their landscaping.

10
11 Council Member Stevens asked how many letters of support were needed. Kirby was
12 looking for five to ten letters, but stated the more letters the better. She thought the
13 resorts and other businesses could give letters of support as well. Fisher asked how
14 much money would go to each category. He thought hardening buildings would be the
15 last thing to get done and people would resist. Deters stated the Fire District put a lot of
16 effort into the building hardening message in Park City. He thought they had a good
17 chance of receiving the grant and he looked for the Councils' approval to continue to
18 move forward. Kirby reviewed the other grants she had received for the watershed.
19 Council Member Toly asked if there were contractors available to do the work, to which
20 it was affirmed they had contacts. Fisher suggested talking about suppression
21 techniques in future discussions.

22
23 Council Member Stevens asked if the water districts were supportive and if they were
24 willing to add to the match. Kirby noted she had conversations with some of the water
25 districts and they were involved and saw the value with these efforts. Mountain Regional
26 committed to some funding, but they looked to staff to get significant federal funding on
27 combatting these issues. It was noted that the County received a \$1 million earmark
28 from Congressman Moore in the appropriations bill and they were waiting to see how
29 that played out.

30
31 With no further business, the meeting was adjourned.
32
33
34

Michelle Kellogg, City Recorder



PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

July 14, 2022

The Council of Park City, Summit County, Utah, met in open meeting on July 14, 2022, at 2:30 p.m. in the City Council Chambers.

WORK SESSION

Planning Commission Applicant Interviews to Appoint Four (4) Members:

Mayor Worel and the Council members interviewed Bill Ciraco, John Greenfield, John Frontero, Ed Parigian, Laura Suesser, and John Kenworthy for the Planning Commission open seats. Mayor Worel indicated a decision would be made in the next couple weeks.

7700 Marsac Avenue (Mine Bench) Work Plan and RFP Update:

Browne Sebright, Housing Program Manager, presented this item and reviewed private entities were interested in developing this parcel. An RFP was drafted so the City could see development opportunities. Staff divided the property into two pieces and they felt Area A was the best option for housing development. Developers expressed interest in constructing affordable rental housing, amenity spaces, multi-modal transportation, parking improvements, and support commercial space. The RFP would list requirements for development including approved building design, net-zero construction, and a ground lease on the property.

Council Member Gerber appreciated that staff targeted employers in Empire Pass and thought they were on the right track. Council Member Rubell had concerns about the net-zero requirements in the RFP, since it might put the price range outside of affordable housing. He hoped the RFP would be open for more than one month. He requested that the ground lease language be more open-ended. He noted there was area median income (AMI) discrepancies in the document and a question on seasonal employees. He was not interested in developing Area A since it was a steep slope that would increase development costs. He was open to development in Area B, but he realized there were issues with that parcel as well. If that made development difficult, he would rather focus on other projects. Council Member Gerber indicated the purpose of considering this property was seeing what other entities offered. Council Member Rubell stated the RFP as written did not support the creativity Council was looking for.

Council Member Dickey thought the RFP was good in general and also thought the RFP should be open longer than a month, and stated he preferred three months. The waterfall provisions would exclude Old Town and he suggested being more generic than designating a one-mile parameter. He preferred leaving Areas A and B open to see what development responses came back from the RFP. He also asked if the scoring model had to be firm before the RFP went public. Sebright indicated setting the scoring model before the RFP went out was typical.

Council Member Toly agreed with the concerns on the waterfall provisions. She asked who would be allowed to live there. Sebright stated if Stein Eriksen built the housing, employees from other businesses in the surrounding areas could live there as well. Council Member Toly wanted to understand how much more development would be constructed in that area. Sebright stated Sommet Blanc was the last large development that would be up there. Council Member Toly asked about alternatives for trailhead parking in the area if development occurred here. Mayor Worel summarized Council wanted to learn more about the scoring model, and asked for this item to come back in September.

Council Member Gerber moved to close the meeting to discuss property, personnel, litigation, and advice of counsel at 4:30 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Gerber, Rubell, and Toly

EXCUSED: Council Member Doilney

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 6:00 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Gerber, Rubell, and Toly

EXCUSED: Council Member Doilney

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Nann Worel	Present
Council Member Ryan Dickey	

Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	
Council Member Max Doilney	Absent

II) APPOINTMENTS

1. Appoint John Hutchings, Puggy Holmgren, Douglas Stephens, Lola Beatlebrox, Randy Scott, Jack Hodgkins, and Alan Long to Staggered Terms on the Historic Preservation Board (HPB) Beginning July 2022:

Michelle Downard, Resident Advocate, indicated the board had seven members with staggered terms. This was a technical board and the City Code had specific requirements for being a member. Gretchen Milliken, Planning Director, explained the role of the HPB. She recommended all the members for appointment tonight. Alan Long stated he looked forward to serving.

Council Member Gerber moved to appoint John Hutchings, Puggy Holmgren, Douglas Stephens, Lola Beatlebrox, Randy Scott, Jack Hodgkins, and Alan Long to staggered terms on the Historic Preservation Board beginning July, 2022. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Gerber, Rubell, and Toly

EXCUSED: Council Member Doilney

III) PROCLAMATION

1. Consideration to Adopt Resolution No. 14-2022, a Resolution Honoring the McPolin Barn Centennial and Declaring August 2022 as "McPolin Barn Centennial Month" in Park City, Utah:

Insa Riepen and Patricia Stokes, Friends of the Farm members, reviewed the history of the City's efforts to preserve the barn and farm. They thanked Council and residents for supporting the barn and contributing to its purchase and renovations.

Mayor Worel thanked the Friends of the Farm Board's efforts to preserve the barn and asked for details on the restoration efforts in 2016. Stokes stated cables were installed to keep the walls from falling over when it was first purchased. In 2016, a \$1 million investment was put into the barn reconstruction, including Steel beams, alarms, and a fire suppression system.

Mary Kay Williams via Zoom thanked the City for honoring her family. They visited the barn each year and took their grandchildren and great-grandchildren to see their heritage.

Council Member Dickey moved to adopt Resolution No. 14-2022, a resolution honoring the McPolin Barn centennial and declaring August 2022 as "McPolin Barn Centennial Month" in Park City, Utah. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Gerber, Rubell, and Toly

EXCUSED: Council Member Doilney

IV) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Toly noted the Prospector Square Owners' Association was having an event this Saturday. She also indicated Park City Leadership applications for Class 29 were now available online.

Council Member Gerber stated daycare was a big issue in the community and she asked if the Planning Department could look at the code to see if daycare restrictions could be loosened. She thought this could be one way to create more home daycare opportunities. She noted daycare was listed as a conditional use in many zones. The majority of Council agreed to have Planning look at the code. Council Member Gerber thanked staff and the community for the great turn out at the July 4th events.

Council Member Rubell stated a wildfire preparedness meeting was held this week and he encouraged residents to attend future sessions.

Mayor Worel indicated the City received a certificate of annexation from the Lt. Governor which made the Southeast Quinn's Junction Annexation official. She thanked staff for the years of work put into this as well as the work done by the Planning Commission.

V) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Mayor Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda.

Laura Carlton and Karie Belczyk, on behalf of the Central Park Condos HOA, spoke. Carlton stated there was a disconnect from their perspectives on what was being related to Council by the City attorneys. There were many flaws in the building that

needed to be fixed. She wanted the City to make sure the building was structurally sound and asked for a meeting to discuss this further.

Bennett Diamond stated he supported more affordable housing in the City and indicated there was a dire need.

Mayor Worel closed the public input portion of the meeting.

VI) CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from June 9, 2022:

Council Member Gerber moved to approve the City Council meeting minutes from June 9, 2022. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Gerber, Rubell, and Toly

EXCUSED: Council Member Doilney

VII) CONSENT AGENDA

1. Request to Approve Two Grazing Leases with Gillmor Ranching LLC for City-Owned Property along SR-248 and the Clark Ranch Open Space in the Amount of \$10.00 Each in a Form Approved by the City Attorney:

2. Request to Authorize the City Manager to Execute a Professional Services Agreement with Epic Engineering to Provide Public Improvement Inspection Services for Private Developments in an Amount Not to Exceed \$225,000.00 in a Form Approved by the City Attorney:

3. Request to Authorize Payment of the City's Self-Insurance in the Amount of \$223,251.53 for Settlement:

4. Request to Authorize the City Manager to Execute the First Amendment to the Design Professional Service Agreement in a Form Approved by the City Attorney with Alliance Engineering, Inc., for the Design and Engineering of the 9th and 10th Street Stairs, Not to Exceed \$24,000:

Council Member Gerber moved to approve the Consent Agenda. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Gerber, Rubell, and Toly

EXCUSED: Council Member Doilney

VIII) OLD BUSINESS

1. Consideration to Adopt Resolution 15-2022, a Resolution Prohibiting Use of Ignition Sources, Including Fireworks and Open Flames, in Park City:

Dave Thacker, Chief Building Official, presented this item and indicated an ordinance was passed a couple weeks ago regarding this topic, and this resolution would ratify the ordinance. The criteria met the State Code and Fire Code.

Mayor Worel opened the public hearing. No comments were given. Mayor Worel closed the public hearing.

Council Member Rubell asked for clarification on outdoor wood burning fire pits. Thacker stated they were banned, but permits could be requested and approved based on the area and the owner meeting specific criteria.

Council Member Rubell moved to adopt Resolution 15-2022, a resolution prohibiting use of ignition sources, including fireworks and open flames, in Park City. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Gerber, Rubell, and Toly

EXCUSED: Council Member Doilney

IX) NEW BUSINESS

1. Consideration to Approve Ordinance No. 2022-23, an Ordinance Amending the Municipal Code of Park City Title 4 General Licensing Section 4-1-1 Definitions; 4-2-13 Outdoor Sales; 4-2-4 Use of Public Property; 4-3-2 Specific Additional License Application Requirements; 4-3-4 Code Compliance Inspection; 4-5-1 Regulation of Vending Machines and Mechanical Devices; 4-5-3 Regulation of Nightly Rentals; 4-5-6 Regulation of Food Truck Locations; 4-6-4 Single Even Alcoholic Beverage License; 4-7-5 Umbrella Organizers; 4-7-6 State Tax Number; 4-8-5 Background Check Requirement; 4-9-1 Mobile Vendors General; 4-9-3 Mobile Vendors Conditions:

Mindy Finlinson, Finance Manager, presented this item and stated the code amendments were made to align with State Code and the Land Management Code.

Mayor Worel opened the public hearing. No comments were given. Mayor Worel closed the public hearing.

Council Member Dickey moved to approve Ordinance No. 2022-23, an ordinance amending the Municipal Code of Park City Title 4 General Licensing Section 4-1-1 Definitions; 4-2-13 Outdoor Sales; 4-2-4 Use of Public Property; 4-3-2 Specific Additional License Application Requirements; 4-3-4 Code Compliance Inspection; 4-5-1 Regulation of Vending Machines and Mechanical Devices; 4-5-3 Regulation of Nightly Rentals; 4-5-6 Regulation of Food Truck Locations; 4-6-4 Single Even Alcoholic Beverage License; 4-7-5 Umbrella Organizers; 4-7-6 State Tax Number; 4-8-5 Background Check Requirement; 4-9-1 Mobile Vendors General; 4-9-3 Mobile Vendors Conditions. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Gerber, Rubell, and Toly

EXCUSED: Council Member Doilney

2. Consideration to Approve a Professional Service Agreement with Avenue Consultants in an Amount Not to Exceed \$60,000, in a Form Approved by the City Attorney, to Provide Public Involvement Services for the Lower Park Avenue Improvement Project:

John Robertson, City Engineer, explained Avenue Consultants would help finalize and develop the scope of the Lower Park Avenue Improvement project. This was a big project that would impact a lot of people and he wanted to get feedback from people who used these streets. Linda Jager, Communications Manager, stated many people lived, worked, and played on Park Avenue, so staff wanted to have a significant public involvement effort. An outside team was hired and they had a lot of experience with similar projects. They would help with outreach to stakeholders. She reviewed the scope of work for the public outreach project, including in person meetings and online meetings. They would help schedule public outreach events and collect feedback. Outreach efforts would start in August.

Mayor Worel asked when construction would start, to which Robertson stated it would start in 2024. The next year would be spent on design and getting utilities moved. Council Member Gerber stated a pilot program was done on Park Avenue and she asked if information would be given on results from the traffic pattern changes. Jager stated there was data and survey results that she would share.

Council Member Toly asked if the project was only for Lower Park Avenue, to which Robertson affirmed. Council Member Toly asked if building permits would be issued to affected homes during the Lower Park Avenue construction phase, to which Robertson affirmed and stated the project would be done in phases. Council Member Toly asked if

one section of the project could be completed before winter, to which Robertson affirmed the road would be open in the winter.

Council Member Rubell asked if the data collected would be segregated so the City knew where the data came from. Jager stated she would work with the group and revise their proposal to meet the City's need. Council Member Dickey asked if outreach skills should be built in-house or if the City always hired outside firms for outreach. Matt Dias stated this was a major street with many stakeholders. The Public Works Director and City Engineer stated this was a once in a lifetime major renovation. For all those reasons, staff wanted to get the outreach right. On smaller street overhauls, the Communications Department did the outreach. Council Member Dickey complimented staff for being conscientious.

Mayor Worel opened the item for public input. No comments were given. Mayor Worel closed the public input.

Council Member Gerber moved to approve a professional service agreement with Avenue Consultants in an amount not to exceed \$60,000, in a form approved by the City Attorney, to provide public involvement services for the Lower Park Avenue Improvement Project. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Gerber, Rubell, and Toly

EXCUSED: Council Member Doilney

3. Consideration to Approve Ordinance 2022-24, an Ordinance Amending Title 2, Chapter 3, Sections 1-6 of the Municipal Code of Park City:

Margaret Plane, City Attorney, presented this item and indicated the reason for amending the City Code was to delete the sections that were covered under State Code. This would bring City Code in line with State Code, which stated a quorum equaled three voting members. The mayor and two council members who met together would not be considered a quorum.

Mayor Worel opened the public hearing. No comments were given. Mayor Worel closed the public hearing.

Council Member Rubell stated liaison assignments were made under the previous understanding and he suggested reevaluating liaison roles. Mayor Worel suggested talking about it at the September retreat.

Council Member Gerber moved to approve Ordinance 2022-24, an ordinance amending Title 2, Chapter 3, Sections 1-6 of the Municipal Code of Park City. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Gerber, Rubell, and Toly

EXCUSED: Council Member Doilney

X) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

July 21, 2022

The Council of Park City, Summit County, Utah, met in open meeting on July 21, 2022, at 3:30 p.m. in the City Council Chambers.

Council Member Doilney moved to close the meeting to discuss personnel at 3:30 p.m. Council Member Rubell seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

CLOSED SESSION

Council Member Doilney moved to adjourn from Closed Meeting at 4:10 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

WORK SESSION

Mental Health Update by Aaron Newman, Behavioral Health Director, and Linda Graves, Mental Wellness Alliance Coordinator, Park City Community Foundation:

Aaron Newman reviewed the state of behavioral health had improved greatly in the past few years. Behavioral Health was part of a 17-community group. A survey was distributed to the County residents and there were several key findings, including social support, depression, substance abuse, and the ability/lack of ability to access behavioral health care. Council Member Toly noted there were no questions on drug use, only alcohol. Council Member Gerber asked if the majority of heavy drinkers were women. Pamela Bello with Summit County Health Department defined heavy drinkers as those who had two drinks every day. Newman noted the County residents were double the nationwide statistics on mental health concerns.

Newman indicated the data showed people loved living here. He displayed a graph and indicated since 2015, the majority of individuals' perception changed in the County from not having enough mental health services to 85% who now think the County offered

1 sufficient services. He estimated 20,000 County residents received mental health
2 services per month.

3
4 Linda Graves reviewed the Summit County Mental Wellness Strategic Plan goals,
5 including access, prevention and education, success and sustainability, recovery and
6 reintegration, and equity. She indicated the Mental Wellness Alliance included members
7 from different stakeholder groups in the community so there was united coordination.

8
9 Council Member Doilney liked having a network session because needs changed all the
10 time. He knew mountain communities had elevated alcohol use and he asked how that
11 could be balanced and what education could be given to community members. Graves
12 stated the alliance was working with the other mountain communities on these issues,
13 and they wanted to be transparent and put a light on the issues. Council Member
14 Doilney suggested talking to Graves further and taking the information gleaned from her
15 group to the Colorado Association of Ski Towns (CAST) meeting in August. Bello stated
16 her team looked at the alcohol usage statistics and they wanted to educate adults. She
17 felt the community would benefit from the education. Council Member Toly indicated
18 one data point missing from the report was the business community who did not live
19 here and she thought that would affect the statistics.

20
21 Newman asserted these programs were accessible to everyone. He addressed the
22 suicides in the community. The data in the State was not good. When they began the
23 process, the County suicide rate was 33 per year. The number had decreased to 17 per
24 year, which was an improvement that he credited to increased access to services. He
25 announced (801) 587-3000 was the direct crisis line for those in state.

26
27 Council Member Toly stated it was nice to see the strategic plan and asked to hear from
28 the group once or twice a year to talk about the movement toward the goals. Graves
29 stated there would be an outline for the public to see and track the progress. Newman
30 indicated there would be some open houses for the public to give feedback on the
31 objectives.

32
33 Council Member Gerber asked what the next round of strategic efforts would be and
34 what gaps Council could help fill. Graves indicated there was a need for bilingual
35 testing. They were working on pilot programs and she could send the Council specifics
36 on funding opportunities. Council Member Toly asked if online counseling was being
37 promoted. Newman stated it depended on the individual. He stated COVID made
38 telehealth normal. Mayor Worel thanked them for their leadership and indicated the
39 results were there.

40
41 **Discuss Community Code Compliance - Construction Mitigation Plans (CMP):**

42 Dave Thacker, Cassandra Courtillet, and Ben Henrie, Building Department, presented
43 this item. Thacker reviewed CMPs were part of the permitting process. The plan was

1 customized for each site and the developer/owner had to sign it. Henrie stated 80% of
2 enforcement actions were related to construction and CMPs. Staff spent a lot of time
3 educating subcontractors and if there were continued problems, stop work orders were
4 distributed. Courtillet explained most CMPs addressed hours of operation, parking
5 regulations, and the allowable work area. Council Member Toly asked if the CMPs were
6 public records, to which Thacker affirmed.

7
8 Council Member Dickey asked what the 80% of enforcement incidents included, to
9 which Henrie stated it was specific to the construction site. Henrie noted contractors
10 complained about the restricted days where no construction could take place and City
11 staff reduced those restricted days from 50 per year to 20 per year. Council Member
12 Rubell asked what people did if they saw an issue. Henrie stated emails and calls were
13 common, as well as filling out a form on the City website. Council Member Rubell asked
14 for more detail about the restricted days and indicated the community felt a lot of
15 pressure from construction since it was nonstop. Council Member Gerber stated having
16 more restricted days delayed a lot of projects. Council agreed to have a future
17 discussion on restricted days. Council Member Rubell noted he would like that future
18 discussion to include how the City mitigated impacts that occurred off site, such as
19 blowing dust, as well as a discussion on enforcement and fines.

20
21 Council Member Toly asked staff to look at hours of operation because she wanted to
22 give the neighbors back some of their days. Many of her questions centered around
23 parking permits, such as how many construction vehicles were permitted. She wanted a
24 better understanding of partial road closures which weren't coordinated since oftentimes
25 cars were stuck because of one-way streets. She asked how residents were informed of
26 road closures. Thacker asked if she was asking about notices for neighboring
27 properties, to which Council Member Toly affirmed and stated a notice should be sent to
28 anyone who would use the street.

29
30 Council Member Dickey didn't know there was a code about flagging for deliveries and
31 wanted to discuss that further. He also indicated some HOAs had a rule on port-o-
32 potties and asked to discuss that further as it related to the City.

33
34 **Rocky Mountain Power (RMP) Update by Lisa Romney, Rocky Mountain Power**
35 **Regional Business Manager:**

36 Lisa Romney reviewed that RMP was investing in wildfire mitigation efforts. They
37 assessed many factors, including fuel sources, communities, high risk areas, etc. Some
38 mitigation efforts included insulating equipment and conductors, having proactive
39 operational practices, monitoring weather conditions, and deploying resources on
40 extreme risk days. As a last resort, they would shut down power due to extreme
41 weather.

Romney stated the power lines from 50 years ago were being rebuilt and she displayed eight projects in Park City. She noted RMP was looking to see if they could put some lines underground as part of their wildfire mitigation efforts.

Council Member Toly asked how people were notified of power shutoffs. Romney stated only the account holders of the properties would receive notifications. Council Member Rubell asked if the Park City substation was hardened to be resilient, and was it possible to move the station. Romney indicated the substation hardening project was awarded today and would start soon. She had several conversations with staff with regard to moving the substation and it would be a very expensive item to move.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
None	Absent

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Doilney took a trip to Tanzania and participated in a school lunch program for children whose lunch was the only meal they ate per day. He hoped to connect the school with Park City schools.

Council Member Rubell stated the police were stepping up enforcement around town and improvements were being made. He thought there were a lot of complaints and horn honking, and he thought the Chamber would have some good ideas for a "Stay Sunny" campaign similar to the one in Sun Valley, Idaho. He also attended a community concert, which was a nice experience.

Council Member Toly indicated Equality Utah did a presentation on race and LGBTQ+ and it was great. She disclosed she would recuse herself from New Business Item Two because the item discussed property next to the property owned by her family's trust.

Mayor Worel had a Zoom meeting with Housing and Urban Development (HUD) and they interviewed her about the City's affordable housing efforts. She noted they wanted to come to Park City to have an affordable housing conversation.

Staff Communications Reports:

1. Park Silly Sunday Market (PSSM) Mid Season Report:

Council Member Rubell noted the contract for the bike valet was cancelled and he asked if there was anything the City could do to help in that area. Jenny Diersen stated PSSM was working on a new agreement with Summit Watch Marriott for parking and an ingress area. Diersen indicated she would also look at City property that could potentially hold a large number of bikes.

2. Business License Fee Study Update:

3. Neighborhood Traffic Management Program (NTMP) Update:

Council Member Rubell stated the Neighborhood First team was doing great things and the residents were happy.

III) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Mayor Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda. No comments were given. Mayor Worel closed the public input portion of the meeting.

IV) CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from June 16, 2022:

Council Member Doilney referred to Page Eight, Line 28, and indicated Barack Obama was misspelled.

Council Member Doilney moved to approve the City Council meeting minutes from June 16, 2022 as amended. Council Member Dickey seconded the motion.

RESULT: APPROVED AS AMENDED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

V) CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into a Professional Services Agreement in a Form Approved by the City Attorney with American Mailing Services for Daily Courier Services in an Amount Not to Exceed \$250,000:

2. Request to Authorize a Contract with Kimley-Horn Transportation Consultants in the Amount of \$48,200, in a Form Approved by the City Attorney for the Thaynes Canyon Parking Study:

Council Member Doilney moved to approve the Consent Agenda. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

VI) NEW BUSINESS

1. Consideration to Approve Ordinance 2022-25, an Ordinance Approving the Fox Tail Trail Subdivision, Located at 3805 Fox Tail Trail, Park City, Utah:

Alex Ananth, Senior Planner, presented this item and reviewed the applicant requested to create a 3.8 acre lot for a single family dwelling. This application had been discussed for the past year, and the result was a better plan for the site. She stated a utility easement went through the middle of the site and it took a while to create a developable lot. The applicant offered the remainder of the parcel to the City as open space. The proposed site met all the site requirements and the applicant agreed to the height limit of 28 feet. The subdivision required the removal of the Fox Tail Trail. One concern from the HOA was short term rentals and the applicant agreed to deed restricting the property to a minimum rental period of 12 months. She noted most of the concerns from neighbors were satisfied. Doug Ogilvie, applicant, indicated the deed restriction helped the neighbors feel more comfortable with the approval.

Council Member Dickey asked if the open space area was required to be dedicated to the City, to which Ananth affirmed. Council Member Dickey asked why Lot One had part open space in the lot, to which Ananth stated it would give the owner more room, and no structures could be built on that portion of the lot. Ogilvie explained the configuration for the Hidden Meadows Subdivision and indicated this lot was configured as it was originally intended. Council Member Dickey asked if the City had the right to construct trails through the open space. Ogilvie stated the City wouldn't construct trails through the lot. Heinrich Deters, Trails and Open Space Manager, affirmed no trails were on the .8 acres of open space that was part of the lot.

1 Council Member Dickey stated there was an architectural concern from the neighbors
2 and asked if that could be addressed by the City. Ananth explained the intent was for
3 the home to be consistent with the surrounding neighborhood. It could be a more
4 modern home, but it had to be true to the General Plan. Council Member Dickey asked
5 if the lot next to the original subdivision that expired in 2002 had an option to be part of
6 the HOA. Ogilvie stated that provision was in favor of the declarant and not the HOA.
7 Council Member Dickey asked how long the cut through trail had been used. Deters
8 stated it was used since the mid-1990s. Council Member Dickey asked if permission
9 was given by the owner to the public to use the trail, to which Deters stated there was
10 no formal permission. Council Member Dickey asked if this was a prescriptive
11 easement. Ogilvie stated United Park allowed people to use trails because they owned
12 so much land it would be hard to fence it all. He considered it permissive use. Council
13 Member Dickey asked if there was wildlife friendly fencing in the code. Ananth stated it
14 wasn't in the code but it could be a condition of approval. Council Member Dickey
15 supported making that a condition. Ogilvie agreed to construct a four-foot split rail fence.

16
17 Council Member Rubell stated the official trail was being preserved, to which Ananth
18 affirmed. Council Member Rubell asked what would happen to the trail parking once a
19 house was there. Deters stated the trail would be monitored like other trails on cul-de-
20 sacs. Council Member Gerber clarified it was a connector trail. Council Member Rubell
21 asked if there were other lots in the City with split zones on the lots, to which Ananth
22 stated there were a few. Council Member Rubell asked for clarification on the lot not
23 being developed until Hidden Meadows Phase II was recorded. Ananth explained the lot
24 could not be developed until there was an official subdivision. At that point in time it was
25 called Hidden Meadows Phase II. This subdivision was the exact same thing. They
26 created a lot that could be developed, but it was not part of the Hidden Meadows HOA.
27 Council Member Rubell asked if the lot would be eligible for the Hidden Meadows HOA
28 if the Phase II subdivision had existed, to which Ananth affirmed.

29
30 Council Member Toly asked if the City would add trails to the larger open space. Deters
31 stated a trail would be added to tie into Deer Valley. Also, Park City Heights had a trail
32 plan that would tie into this parcel. The City owned Clark Ranch properties and trails
33 could be constructed to connect those parcels as well. Council Member Toly asked
34 what could be done on the open space within the lot. Ananth indicated they could put a
35 bench or other decorative feature, but no vegetation removal would be allowed.

36
37 Council Member Dickey referred to Condition of Approval (COA) 21, and asked if the
38 house would be located on Lot 1. Ogilvie explained Lot One was the four-acre parcel.
39 He proposed a restrictive covenant on the .8 acre of the lot that would prohibit
40 structures or grading other than that needed for private pedestrian trails. Council
41 Member Dickey read the staff report which said trails could be constructed on the .8
42 acres. Deters stated a trail wouldn't be constructed so close to the home. Council
43 Member Dickey liked COA 21 in the staff report, but noted it wasn't in the ordinance.

1 Ananth indicated COA 21 in the staff report was COA 20 in the ordinance. Ogilvie stated
2 his intent was the four-acre lot would be private. Council Member Toly asked why the
3 applicant did not want to join the HOA. Ogilvie stated it was about architectural
4 oversight. The ordinance addressed most of those restrictions.

5
6 Council Member Rubell stated there were many conditional uses in the code, and asked
7 if they could be approved by Planning Commission in the future. Ananth stated the limits
8 of disturbance boundaries restricted development.

9
10 Mayor Worel opened the public hearing.

11
12 Randy Johnston indicated the president of the HOA, James Letchford, asked him to
13 speak. The issue was the size of the house being built. The intent of the ordinance and
14 application was to expand the size of the lot. There were no other homes in the area
15 that approached a 10,000 square foot home. He was grateful for the changes Ogilvie
16 made. They regretted the loss of the trail, which was used a lot more than the proposed
17 trail. They thought the Planning Commission was hasty in approving the lot because he
18 didn't think there was good cause to build a 10,000 square foot home. He didn't think
19 open space should be traded for subdivision approval. He suggested the City buy the
20 open space so the burden could be shared by all the residents instead of approving this
21 lot. He asked Council to deny the ordinance. Council Member Dickey asked how large
22 the surrounding homes were. Johnston stated there were four homes that had 8,000-
23 9,000 square feet and one home had 9,900 square feet, but it wasn't near this lot.

24
25 Mayor Worel closed the public hearing.

26
27 Council Member Toly stated there were six homes with maximum limits of disturbance
28 (LOD). Ananth stated the LOD on this parcel was larger than the house size.

29
30 Council Member Gerber stated 10,000 square feet was excessive, but it met the Land
31 Management Code (LMC). The City didn't have the authority to cap house size. Council
32 Member Toly asked to tour the area before a decision was made. Council Member
33 Rubell thought a tour would be beneficial, and he wanted to understand the prescriptive
34 easement and the .8 acre open space parcel with its potential uses. Council Member
35 Dickey wanted to understand what was required and what wasn't in the Recreation and
36 Open Space Zone. He requested a legal opinion on if a prescriptive easement was
37 established here. He requested a site visit as well.

38
39 Council Member Doilney understood Council wanted to be better educated, but stated
40 the applicant checked the boxes and jumped a high bar to get to this point. The
41 Planning Commission gave a positive recommendation. He didn't want Council to make
42 a habit of continuing items, when the Legal Department stated the City didn't have
43 ground to stand on by denying it. He felt it was not a good precedent to set. Council

Member Gerber agreed and stated the Planning Commission did a good job reviewing it and it wasn't rubber stamped.

Council Member Dickey agreed the Planning Commission did a good job with this application. The Council had oversight of the Planning Commission and if more information was needed, it was within its right. Site visits were part of the process and he objected to Council Member Doilney's comments.

Council Member Rubell indicated new points came up during discussions. He knew nothing about prescriptive easements and he didn't want to do something against the community's wishes that the code actually supported. He also wanted clarity on the mixed zoning. He stated continuing items were sometimes necessary and part of the process.

Council Member Toly moved to continue Ordinance 2022-25, an ordinance approving the Fox Tail Trail Subdivision, located at 3805 Fox Tail Trail, Park City, Utah to September 1, 2022. Council Member Rubell seconded the motion.

RESULT: CONTINUED TO SEPTEMBER 1, 2022

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

2. Consideration to Approve Ordinance No. 2022-26, an Ordinance Approving the 949 Empire Avenue Plat Amendment, Located at 949 Empire Avenue, Park City, Utah:

Council Member Toly recused herself from this item since the property adjacent to this parcel was owned by her family's trust.

Spencer Cawley, Planner, presented this item with Terence Sheckter, applicant. Cawley indicated the plat amendment would remove a lot line on this parcel. He noted the building footprint formula helped restrict the size of single-family dwellings in Old Town.

Council Member Gerber asked if half the garage was owned by the neighbor, to which Cawley affirmed and stated the neighbors were working out property ownership details on the garage. Sheckter stated he would rebuild the side of the neighbor's garage. Cawley explained the entire garage would be removed and rebuilt after the home was constructed.

Council Member Dickey asked how the Lowell Avenue owners accessed their parking spots, to which Cawley indicated there was a staircase connecting Empire to Lowell. Council Member Rubell asked to look at the determination of setbacks letter. Cawley explained the garage lot was part of the home lot and the setbacks were based on that. Council Member Rubell clarified this was a flag lot. He asked how far back the setback was, to which Cawley confirmed 10 feet from the property line of the garage.

Mayor Worel opened the public hearing.

Roxanne Toly via Zoom stated she owned the property next to the parcel and the retaining walls were historic. She wanted to make sure the retaining wall would be repaired if it was damaged during construction. There were also old trees on her property and she asked who would be responsible if they cut part of a tree that resulted in the tree dying. She read the code that stated all mature landscape should be preserved and maintained. The other issue was it was hard to build on the site without using her property and she didn't want building materials on her property. She had concerns that construction vehicles would take her parking. She asked that these concerns be considered. Sheckter stated the garage would be demolished and the retaining wall would remain. The property would be accessed through Empire and the neighbor's property would not be impacted. Mayor Worel advised Toly to attend the Planning Commission meeting when the construction mitigation plan for the property was discussed.

Mayor Worel closed the public hearing.

Council Member Gerber clarified the interior lot line and deed lot line were being removed. Council Member Rubell noted there was Planning Director determination on odd sized lots, and he was concerned that there would be a building set too close to the street, which would be out of character with other homes on the street. Cawley explained how setbacks were determined per code specifications. Council Member Rubell asked if setbacks in LMC 15-2.2-3(B) were followed. Milliken stated this was an unusual lot configuration, so it was looked at as a whole in configuring setbacks.

Council Member Dickey asked what would happen with the waterline easement if the lot line was removed and if a structure was built over the easement. Cawley stated the owner could build at their own risk and indicated this could be an abandoned utility line since it wasn't on the Engineer's map.

Council Member Gerber moved to approve Ordinance No. 2022-26, an ordinance approving the 949 Empire Avenue Plat Amendment, located at 949 Empire Avenue, Park City, Utah. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, and Rubell

RECUSED: Council Member Toly

3. Consideration to Approve Ordinance No. 2022-27, an Ordinance Approving the 405 Woodside Avenue Subdivision Plat, Located at 405 Woodside Avenue, Park City, Utah:

Spencer Cawley, Planner, presented this item and indicated there were encroachments with the right-of-way and the side property line. The request was to plat the lot since it was currently not classified as a lot. Planning Commission recommended adding a COA and it was included in the ordinance. Mayor Worel asked if the retaining wall was historic, to which Cawley stated that would have to be determined at the Historic District Review.

Mayor Worel opened the public hearing. No comments were given. Mayor Worel closed the public hearing.

Council Member Rubell moved to approve Ordinance No. 2022-27, an ordinance approving the 405 Woodside Avenue Subdivision Plat, located at 405 Woodside Avenue, Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

4. Consideration to Approve Ordinance No. 2022-28, an Ordinance Approving the Vacation of a Portion of the Platted Sampson Avenue Right-Of-Way Adjacent to 115 Sampson Avenue and the 115 Sampson Avenue Subdivision First Amended Plat Amendment, Located at 115 Sampson Avenue, Park City, Utah:

Spencer Cawley and Christopher Hoff, applicant, were present for this item. Cawley explained the owner used to access the property from Norfolk, but now they had to access it from Sampson. The vacation of the right-of-way would align the road. He noted it complied with the code permitting a vacation and stated the applicant must compensate the City for the loss of right-of-way. The plat would memorialize the vacation of the right-of-way.

Mayor Worel opened the public hearing. No comments were given. Mayor Worel closed the public hearing.

Council Member Doilney moved to approve Ordinance No. 2022-28, an ordinance approving the vacation of a portion of the platted Sampson Avenue right-of-way adjacent to 115 Sampson Avenue and the 115 Sampson Avenue Subdivision First Amended Plat Amendment, located at 115 Sampson Avenue, Park City, Utah. Council Member Rubell seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

VII) ADJOURNMENT

With no further business, the meeting was adjourned.

1
2
3

Michelle Kellogg, City Recorder



PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

July 28, 2022

SPECIAL MEETING

The Council of Park City, Summit County, Utah, met in open meeting on July 28, 2022, at 2:30 p.m. in the City Council Chambers.

I) ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder Marissa Marleau, Deputy City Recorder	Present
None	Absent

DISCUSSION ITEMS

Discuss Landscape Reduction Incentive Program:

Jason Christensen, Water Resources Manager and Clint McAfee, Public Works Director, were present for this item. Christensen depicted Park City water conservation metrics and said that this program could further incentivize the landscape reduction program that was already showing a 50% water reduction per single family home and similar reduction for multi-family and irrigation accounts. He added that the City had chosen to enter into surplus water agreements with Weber Basin, a rolling 5-year commitment, and indicated this topic might come to Council later in the year to extend that term.

Christensen described incentives, being money or plants, for conversion of turf grass to xeric landscaping, which would reduce or eliminate the need for supplemental irrigation.

1 He discussed landscaping rebates and the cost of re-landscaping, and stated that
2 conversion costs would be around one to nine dollars per square foot depending on the
3 extensiveness of the landscaping.

4
5 Council Member Gerber asked if residents would be required to work with certain
6 professional service providers or if they could choose independent contractors as well.
7 Christensen stated Council could make that a requirement, although staff wouldn't
8 recommend it.

9
10 Council Member Toly inquired to the meaning of the term "roundup" and if it referred to
11 poison, to which Christensen affirmed. He stated that black plastic to solarize the lawn
12 could also be used. Council Member Rubell agreed with Council Member Toly and
13 suggested a less impactful herbicide could be required with the incentive to reduce
14 environmental impact.

15
16 Christensen presented possible program funding and proposed up to a five percent
17 water rate increase to illustrate the highest level of impact, \$1,000,000, would have on
18 the program. That amount would eliminate an estimated four acres of turf. He indicated
19 that there was no clear overhead estimate yet.

20
21 Mayor Worel asked if the five percent rate increase would be for all customers and if it
22 would be added to the three percent increase, to which Christensen affirmed and noted
23 staff recommended an incremental ramping of the program to help gather information
24 on demand, actual relandscaping costs, and overhead. He suggested allocating
25 \$100,000 the first year. Council Member Rubell asked if an average maximum rebate
26 amount had been estimated. Christensen stated that there was not yet an average and
27 that some communities approached it differently and were offering bill credits, free
28 plants, or capping the incentive at \$500.

29
30 Mayor Worel hoped the incentive would help seniors and lower income families, but
31 indicated a five percent to 10% water rate increase wasn't what she had in mind. She
32 asked if there were any federal dollars available to help fund the program. Christensen
33 stated there was a state program that was still in development, and they would be
34 releasing the guidelines on that this fall. It would include \$5 million of state funding. He
35 further mentioned it was unclear at this time who would be eligible and what the
36 incentive would be.

37
38 Council Member Toly asked if there was a rough estimate of average yard square
39 footage. Christensen indicated that the residential rate structure varied by
40 neighborhood, but that it was not punitive until someone had more than a quarter of an
41 acre. He could run some numbers to illustrate the average yard size in Park City, but it
42 varied by neighborhood. Council Member Toly asked if it made more sense to choose a
43 percentage of water the City would like citizens to adhere to in terms of the program

1 rather than simply investing a million dollars. Council Member Doilney asked if Council
2 Member Toly meant total usage for a residential property or if she was talking about
3 landscaping; cash for grass. Council Member Toly indicated that she was referring to
4 the total usage, gallons per person per day. Christensen stated gallons per day was a
5 typical metric to use, but noted it was difficult to apply specifically to Park City because
6 of the second homeowner ratio; since they didn't add to the official population count, but
7 still had a yard that required similar water usage to a primary resident.

8
9 Council Member Gerber inquired about the rate structure and percentage for families of
10 varying size versus those properties that were unoccupied homes, and further
11 questioned if the three percent rate increase would be absorbed into the new
12 conservation rates. Christensen concurred, for single family residential he thought that
13 to be correct. He also clarified that the proposal was revenue neutral, so the City would
14 not profit from the program. He further mentioned there would be some customers who
15 would receive a discount and others who would see a rate increase.

16
17 In reference to Council Member Dickey's question on zeroscaping, Christensen stated
18 that freeriding would occur, since there were homeowners who were considering
19 landscaping changes versus those who were not considering it, but would consider it
20 with available funding from the proposed project. Council Member Dickey wondered
21 about the total return of a program such as this and expressed interest in limiting its
22 scale.

23
24 Council Member Rubell commented that it was a good program that had seen strong
25 adoption and that might influence a change in behavior among homeowners. He stated
26 that he would like to further investigate pesticide parameters. Additionally, he proposed
27 waiting until September to see what might happen with the State program and its
28 funding. He was supportive of the program but would like to see what program funding
29 numbers would look like around the two- or three-dollar mark, rather than five dollars.
30 He also inquired about a preferred vendor list as well as a phone tree and how that
31 would work structurally. Christensen explained that Park City was part of the Weber
32 Basin Land Conservancy and they offered classes on campus and online on the topic of
33 relandscaping or "local-scaping" for homeowners who would like to do this themselves.

34
35 Council Member Doilney commented that all members seemed in agreement on
36 reducing the number of "freerider" participants to the program. He also weighed in on
37 golf course watering and how Park City could potentially change the landscaping of its
38 courses to also mirror aspects of the program. Christensen suggested the Golf manager
39 should be part of future discussions on this topic.

40
41 Mayor Worel commented that a few years ago the Council was looking to revisit the
42 Land Management Code (LMC) regarding gravel. She requested that the guidelines of
43 both the LMC and this program be in sync. Council Member Rubell stated he wanted to

1 push to have this program in place by next spring. Council Members Doilney and Toly
2 stated they were in favor of moving forward quickly with this as well. Council Member
3 Toly stated that there were over 1,000 plants native to Salt Lake City/Park City, and she
4 liked the idea of these being used as landscaping tools. She was also interested in a
5 possible subsidy of these plants like the City had done with trees in the past.

6
7 Christensen stated they would start small and build the project incrementally. McAfee
8 asked if Council wanted to narrow an amount annually. Council Member Doilney
9 suggested starting with \$200,000. Christensen expanded Doilney's comment and
10 asked, incentive wise, what direction Council wanted to move towards regarding pricing
11 per square foot. Council Member Rubell urged Christensen to look toward the mid-
12 higher end of the price point, due to the higher costs associated with the area.

13
14 Christensen brought up revenue options, stating that at \$200,000, rate increases would
15 be around 1%. He asked Council if that was something they were comfortable
16 absorbing into the existing rate and making changes later or if staff should try and
17 modify the rate proposal. McAfee proposed coming back with a more refined program
18 by spring. He also mentioned they would be at the end of a fiscal year when they
19 started the program, so perhaps limiting the budget to \$50,000 or \$100,000 and then on
20 July 1, 2023, it would be \$200,000.

21
22 Mayor Worel said that she would like to have the conversation in winter to be ready to
23 start in the spring. Council Member Rubell agreed. Christensen asked whether funding
24 would be across the board or if it would vary based on percentile. He clarified that he
25 would work out the details to present later. Christensen asked about putting a deed
26 restriction on the recipient's property so turf wouldn't reappear, and noted staff did not
27 recommend that at this point; however, Council could choose to add that as a
28 requirement in the future. Council Member Rubell was not in favor of implementing a
29 deed restriction. Council Member Toly suggested the Board of Realtors be part of the
30 deed restriction conversation. Council Member Dickey said deed restricting the property
31 would not encourage people to apply and he didn't think many residents would change
32 back to lawns after landscape reduction.

33
34 Council Member Gerber suggested reviewing the program after four or five years for
35 effectiveness.

36 37 **Conservation Water Rate Discussion:**

38 Jason Christensen and Clint McAfee presented this item. Christensen stated the rate
39 increase would not increase revenue, but the rates would be redistributed based on
40 usage to preserve conservation. At a previous discussion, Council asked to understand
41 how irrigation was tied to commercial and multi-family accounts, as well as having a
42 discussion on implementation options. Christensen displayed a chart on water usage by
43 category. There were 179 irrigation accounts with 75% tied to multi-family and 25% tied

1 to Commercial. Staff had not considered the impact to multi-family when they presented
2 the previous rate proposal. Changes were made to the rate structure to address that
3 impact. Since the last meeting, staff reduced the single-family residential rates and
4 rebalanced multi-family and irrigation rates. The new rate structure was based on the
5 philosophy that 40% of users paid 40% of the cost. He stated commercial would see a
6 significant rate increase with the proposed rates and irrigation rates would be
7 moderately raised.

8
9 Council Member Rubell asked what the reason was for the rate changes. Christensen
10 stated Council wanted to ensure multi-family units didn't pay more than their fair share.
11 He indicated the multi-family rate decrease might not show since those units would also
12 have an irrigation account too.

13
14 Council Member Doilney stated Council thought most of the multi-family units were
15 made up of the lower class demographic. But a lot of units were also nightly rentals. He
16 requested the units be analyzed to see the impacts and differences between the two
17 groups in multi-family dwellings. He clarified Council gave direction to discount these
18 units and now he realized the assumptions about the renters might be inaccurate.
19 Council Member Toly asked if a utility bill could be discounted based on residency.
20 Christensen stated he would check with the City Attorney's office to see what the legal
21 ramifications would be to segregate those units. He didn't know to what extent water
22 rates could be used to meet affordability goals. Council Member Toly suggested offering
23 low-income programs. Council Member Rubell stated other entities had those programs
24 and it shouldn't hold up implementation.

25
26 Christensen explained the City had a hardship program. Council Member Rubell
27 thought this would be an intermediate step between hardship and low income, and
28 using that, a model could be designed to target the policy without missing the
29 opportunity to apply the same policy to multi-family that would be applied to the other
30 rate classes. He stated the increased rates was an incentive for water conservation and
31 noted it should stay separate so as not to impact the low income needs with aggressive
32 tiering.

33
34 Council Member Gerber suggested adding tiers so users could see some benefits as
35 they lowered their water usage. Council Member Doilney noted staff wanted a net
36 neutral impact. With extra tiers, there might be extra revenue and that could go to the
37 incentive program. Council Member Rubell stated rates would be implemented in
38 January, and so there was time to build the fund for the incentive program. Daenitz
39 stated the rate structure could be modified to bring in some of the higher blocks on
40 multi-family and take another level of analysis on that group. McAfee indicated this
41 program would touch every person in town and staff would continue to work on the
42 rates.

1 Council Member Rubell commented that most users would see a decrease in their
2 water bills. Council Member Gerber asked Christensen to show how the adjusted rate
3 schedule would affect the Homestake affordable rental project when he returned.

4
5 Council Member Dickey asked if it was possible to focus on year-round residents on the
6 rate chart. Christensen stated it would be difficult to determine primary residences from
7 secondary residences since irrigation was the main usage, but they would work on that.
8 He stated he would do an additional iteration and come back for future discussion.

9
10 **Discuss a Potential Petition to Annex One or More Properties Accessed from**
11 **Snows Lane into the Park City Water Service District:**

12 Clint McAfee, Public Works Director, introduced landowner Kirk Johnson and indicated
13 he presently got his water from surface water runoff and was potentially seeking to
14 annex into the Park City Water District. Johnson had water rights totaling approximately
15 six acres and had filed a change application to move that water into ground water so he
16 could drill a well and have a more reliable source. Park City was protesting that change
17 application on the basis that it could potentially contaminate the City's aquifers and
18 potentially deplete the amount of water the City had access to. McAfee suggested that
19 Johnson annex into the Water District, but currently that area was not supplied by a
20 municipal water system. There were no fire hydrants if a structure fire were to occur.
21 McAfee clarified that the Water District was a separate entity from the City and was
22 created initially so homeowners outside of the municipal boundaries could still be
23 served. Five properties in this area were not served by the City and four of those were
24 outside the boundaries of the Water District.

25
26 Council Member Gerber asked if the City would absorb their current water rates if they
27 joined the district. McAfee stated that nothing would happen automatically, and that the
28 City could set conditions on the annexation.

29
30 McAfee indicated the City Engineer checked to see if the property was in a location that
31 could get water pressure and there was sufficient pressure for the property. He added
32 that a further engineering study would have to be completed to make sure adequate
33 storage and source would comply with the Division of Drinking Water regulations.

34
35 Council Member Toly inquired about property boundary lines crossing ponds and
36 wondered if they belonged to Johnson. McAfee replied there were ponds on the
37 property that originated and had water flowing through them and they had water rights
38 of varying degrees.

39
40 McAfee mentioned that the engineering study would be at the cost of the homeowner.
41 In addition, if a petition was to be filed, Park City would recommend entering into an
42 annexation agreement that outlined the terms for joining the district. McAfee supported
43 the annexation. He stated the homeowner must install a water system that was up to

1 Park City standards and that would give the City legal access to upgrade and maintain.
2 The resident would become a water customer and pay the applicable water rates. The
3 property owner would shoulder all the cost associated with entering the district.
4

5 Mayor Worel asked if one singular property owner could annex or if all the property
6 owners in that area needed to annex as well. McAfee stated that just one could petition.
7

8 Johnson stated that he was currently in the application process for a well permit and
9 was concerned that this meeting may inhibit that application. McAfee explained that
10 Johnson filed a change application to move water rights to an underground well and that
11 Park City was protesting that and suggested that he annex into the Water District
12 instead. Johnson reaffirmed that he would like to drill a well whether he annexed into
13 the Water District or not. McAfee stated that this meeting would not affect his change
14 application.
15

16 Council Member Doilney asked if other properties around the community that had
17 annexed into the Water District were non-conforming uses. McAfee concurred and
18 stated that some withdrew their applications due to the financial burden and strict code
19 conformation.
20

21 Council Member Rubell stated that he would like to have a further conversation on
22 annexation into the district versus the City. Council Member Gerber had no concerns.
23 Council Member Toly asked if fire suppression would be added with annexation to the
24 district. McAfee responded that it would be included. Council Member Dickey had no
25 objection.
26

27 **Discuss Winter 2022-2023 Transportation Operations:**

28 Matt Neeley, Transportation Director, stated he would come back on September 1st for
29 the Parking segment of the presentation. Kim Fjeldsted, Transit Manager, reviewed the
30 service timeline for 2022 and indicated public outreach would begin so staff could see
31 any feedback. Neeley stated the proposed routes were the same as last year's.
32

33 Council Member Toly asked when the buses stopped running each night, to which
34 Neeley stated between midnight and 1:40 a.m. Council Member Toly asked what the
35 bus capacity was, to which Neeley stated 56 passengers.
36

37 Fjeldsted displayed options on how to augment the regular transit routes. Option One
38 was a new Richardson Flat route to Park City Mountain Resort (PCMR) and Deer Valley
39 (DV). She noted the new routes were not currently budgeted. Microtransit would be an
40 additional cost of \$350,000. Both options would have the 40 Bronze to microtransit.
41 There would be an app for microtransit service through the County. Option Two would
42 increase the frequency for Richardson Flat and the Green routes, which would increase

1 the cost of service. The budget would need to be amended to fund these
2 enhancements.

3
4 Mayor Worel asked if the timelines were estimated beginning with workforce coming in
5 at 6:00 a.m. and people staying through dinner, to which Fjeldsted affirmed. With regard
6 to microtransit, Council Member Rubell asked if Park City Heights would be serviced in
7 addition to the Richardson Flat bus route. Neeley stated if the Richardson Flat route
8 was implemented, that area would be taken out of the microtransit route. He noted if the
9 Richardson Flat route was running, it would help out the Red and Yellow routes. If
10 microtransit was in there, it would increase the number of people being brought to the
11 Green and Blue routes. Council Member Toly asked about the Thaynes service. Neeley
12 stated staff looked at north of Thaynes Drive being included in microtransit. Council
13 Member Gerber clarified microtransit would take passengers to the closest bus stop.

14
15 Neeley displayed a graph on bus performance and indicated the Red, Yellow, and
16 Green routes missed stops most often and noted buses were not on time during peak
17 traffic times. This was one reason to implement the Richardson Flat route. Staff
18 recommended Option Two with 15-minute frequency and a contract with High Valley
19 Transit (HVT) for microtransit.

20
21 Council Member Gerber asked if the City had an additional nine buses for the expanded
22 services. Fjeldsted stated there were sufficient buses and they would be maximized.
23 She was optimistic there would be enough staffing to begin the new routes. Council
24 Member Gerber asked how many staff would be needed for 80 hours additional service
25 hours, to which Fjeldsted stated 24 staff.

26
27 Mayor Worel asked about the City's outreach plans for the Spanish speaking
28 population. Andy Stevenson, Transit Outreach and Marketing Coordinator, stated a
29 good way to reach the Spanish speaking community was through events. Staff also
30 distributed materials and surveys in Spanish and English.

31
32 Council Member Rubell thought increased frequency and increased routes made sense.
33 There were community concerns regarding narrow streets. The microtransit made
34 sense. He had concerns with the frequency to Richardson Flat and was interested to
35 know what the resorts were doing in that space. He was willing to try it, but stated these
36 were big numbers, including staffing and equipment. He wanted to understand what the
37 contribution plan would be from the resorts, and he requested the resorts' help in
38 forecasting demand.

39
40 Council Member Dickey agreed with Council Member Rubell and wanted to enable the
41 15-minute frequency. The City was piloting the feasibility of a park and ride and he
42 wanted to ensure all measures were taken so there were no questions later. Council
43 Member Doilney agreed that if the City was implementing the route, it should be with a

1 15 minute frequency. He favored Option Two. Mayor Worel asked if portable restrooms
2 and a food truck would be put in Richardson Flat, to which Neeley affirmed.

3
4 Council Member Gerber asked if the Ride On app would be utilized to encourage
5 people to ride transit. Stevenson stated that was still in place and incentives would be
6 offered to encourage riders.

7
8 Council Member Rubell asked if express lanes would be used, to which Fjeldsted
9 affirmed. Council Member Rubell asked if there was an answer regarding resort
10 contributions. Neeley stated one of the resorts would have their employees come in
11 from Richardson Flat and they requested 50 to 100 parking spaces there. Council
12 Member Rubell asked if there was funding from resorts, to which Neeley affirmed.

13
14 Council Member Toly asked if the high school would be skipped if there was 85%
15 capacity on the buses, to which Fjeldsted affirmed. Council Member Toly asked if every
16 home in the City would receive outreach. Stevenson indicated postcards would be
17 mailed and homes in targeted areas would have visits from staff. Matt Dias, City
18 Manager, congratulated staff on their work. He noted operationally, this plan was
19 incredibly difficult to run. There was COVID and commuting concerns from drivers. The
20 plan was based on one-time funds and it would be tested. He noted it would not be
21 possible to continue the program long-term without new revenue.

22
23 Council Member Toly asked about the routes after stopping at the high school. Scott
24 Burningham, Summit County Transit Service Planner, stated there would be two routes
25 from Richardson Flat and explained those differences. Council Member Rubell favored
26 spending City money only if the resorts committed funds as well.

27
28 Mayor Worel summarized all Council supported contracting with HVT for microtransit,
29 and the majority supported the Transit route changes.

30
31 Jonathan Weidenhamer, Economic Development Manager, reviewed the City had
32 emergency public safety problems as a result of ski visitors. He determined some areas
33 of focus, including systems, communications, and implementation. Staff met with the
34 resorts and they continued to show a willingness to pay their way. He listed some things
35 to expect from the City this next ski season, including regulatory signs, stop signs, and
36 parking restrictions. The resort operations would include parking management
37 technology, improved circulation patterns, transit priority during egress and ingress,
38 enhanced drop and load zones, and more.

39
40 Council Member Rubell asked if the traffic counts would be from the resorts.
41 Weidenhamer stated the data would be shared. Neeley indicated staff was working with
42 UDOT to create more data stations on the UDOT right-of-way and locations within the
43 City where more data was needed. One option was to get the data back to the City's

Transit Operations Center (TOC) or to run the data through the resorts' management system and then get it back to the City. Council Member Rubell hoped everyone was collaborative so there wasn't redundant infrastructure.

Council Member Dickey expected to see paid reserved parking at PCMR this winter and he wanted the City to have an input on the winter transportation plan. Council Member Toly asked that the resorts implement a texting solution when their parking was full. Council Member Rubell wanted to be clear on grant funding versus tax revenue funding when discussing financial contributions. He didn't want to take credit for funding that was not generated through the operation.

APPOINTMENTS

1. Appoint John Frontero and Bryan Markkanen to Four-Year Terms and Re-Appoint John Kenworthy to a One-Year Term and Laura Suesser to a Three-Year Term on the Planning Commission Beginning July, 2022:

Mayor Worel stated appointments of citizens were one of the highest honors, but they were very difficult and many hours went into deliberating on the applicants. She put forth the list of recommendations with the intent of having a balanced commission. She thanked all 10 applicants for their time and thoughtfulness in preparing answers to the questions.

Council Member Toly moved to reappoint John Kenworthy to a one-year term on the Planning Commission. Council Member Rubell seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Rubell, and Toly

NAYS: Council Members Doilney and Gerber

Council Member Rubell moved to reappoint Laura Suesser to a three-year term on the Planning Commission. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Gerber, Rubell, and Toly

NAY: Council Member Doilney

Council Member Gerber moved to appoint John Frontero to a four-year term on the Planning Commission. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

Council Member Gerber moved to appoint Bryan Markkanen to a four-year term on the Planning Commission. Council Member Doilney seconded the motion.

RESULT: MOTION FAILED

AYES: Council Members Doilney and Gerber

NAYS: Council Members Dickey, Rubell, and Toly

Mayor Worel reviewed she spent five years on the Planning Commission and felt fortunate to have commissioners next to her who had experience that she did not have. She felt the expertise had been lost with the expired terms of John Phillips and Doug Thimm. Applications for the vacant Planning Commission seat would be reopened. She recommended that City code be amended in September so at least one Planning Commission seat would require expertise in architecture or construction. Council Member Gerber agreed and thought two seats should be filled by individuals with technical expertise, and noted those were requirements for the Historic Preservation Board (HPB). She also indicated the Planning Commission asked for feedback and she would like the opportunity to give that feedback when there was an opportunity.

Council Member Toly stated HPB had four categories and she thought that was a good idea since there were seven members of the commission. Council Member Dickey supported that as well. He liked having a balance and thought it was worth looking at. Council Member Doilney supported having professionals on the Planning Commission. This was a small town and residents would likely have conflicts in their past because of projects done in town. Council Member Gerber stated it was becoming more difficult for many professionals to live in the community. Council Member Rubell supported the proposal.

COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Rubell stated the City was a great place to live. Council Member Doilney quoted Warren Buffet regarding hiring good people. Council Member Toly stated the Nordic Combined event was at the Utah Olympic Park (UOP) this weekend and she encouraged people to attend.

Mayor Worel reminded the public that there would be a recess in Council meetings. In addition, she suggested residents come for the Mayor and Council in the Neighborhoods events that would be held throughout August.

CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from June 23, 2022:

1 Council Member Rubell moved to approve the City Council meeting minutes from June
2 23, 2022. Council Member Toly seconded the motion.

3 **RESULT: APPROVED**

4 **AYES:** Council Members Dickey, Doilney, Gerber, Rubell, and Toly

5
6 **ADJOURNMENT**

7
8 With no further business, the meeting was adjourned.
9

10
11 Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: September 1, 2022

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Authorize the City Manager to Execute a Contract with Alpine Forestry LLC. for Defensible Space Work, in a Form Approved by the City Attorney, in an Amount Not to Exceed \$136,000

Suggested Action:

Attachments:

[Defensible Space Contract Staff Report](#)

[Exhibit A: Scope of Services](#)



City Council Staff Report

Subject: Professional Service Agreement- Alpine Forestry- Community Wildfire Risk Assessment
Author: Heinrich Deters- Trails & Open Space Manager
Department: Sustainability
Date: September 1, 2022
Type of Item: Consent- Award of Contract

Recommendation

Consider approving a contract with Alpine Forestry LLC., in a form approved by the City Attorney, to continue defensible space and proactive wildfire mitigation on Prospect Ridge, Daly Canyon, Ontario Canyon and Rossi Hill. (Exhibit A – Scope of Services), not to exceed \$136,000.

Background

Park City Municipal Corporation has implemented a variety of defensible space and best practice wildfire measures on City-owned open spaces for decades. The majority of work has taken place in the following areas: Aerie, April Mountain, and Solamere. In 2021, Council and the Trails & Open Space Team expanded the defensible space budget and scope to include Treasure Hill and Rossi Hill.

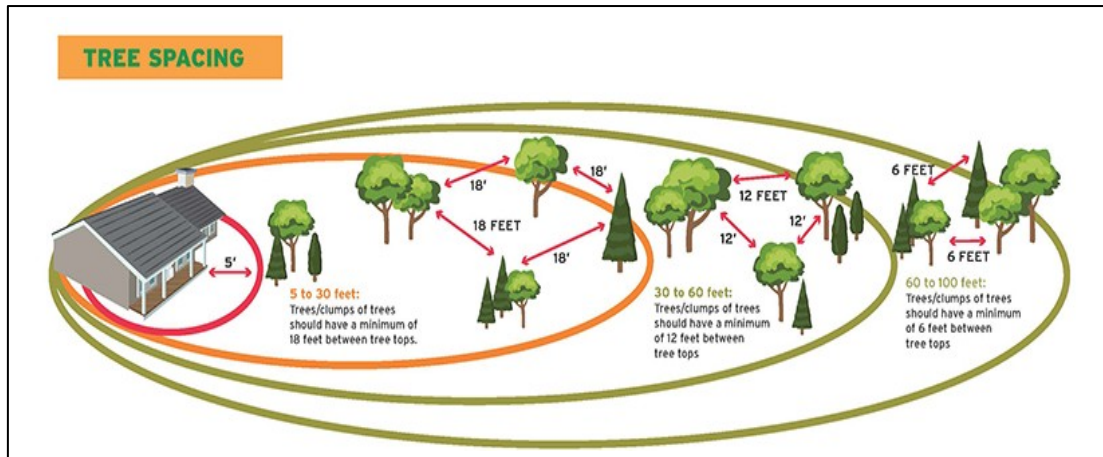
On June 16, 2022, the Team advertised a request for proposals (RFP) to provide additional wildfire mitigation and defensible space initiatives. The Team frequently reissues similar RFPs, to encourage a competitive bidding process. On June 30th, a single firm, Alpine Forestry, responded.

As part of the FY23 budget process, the Team presented proposed wildfire mitigation projects planned for summer 2022. During that discussion, Council encouraged the Team to expand efforts to additional areas, including private property, if possible.

Analysis

What is Defensible Space and why is it important?

Defensible space is the buffer created between a structure/home and the wildland area that surrounds it. This space can slow or stop the spread of wildfire. It is created by thinning grasses, shrubs, and trees, which serve as wildfire fuels. Proper defensible space also provides firefighters a safe area to work while defending your home.



- PCMC focuses mitigation, on City-owned open spaces, where homes are within the 100' buffer.
- The Team identified City-owned property and private property in Daly Canyon, Prospect Ridge, Rossi Hill, April Mountain, and Ontario Canyon as a priority.
- The Team also worked with Deer Valley and the Golden Eagle, Lookout and Ontario Ridge HOA's to maximize resources.

Department Review

This report has been reviewed by City Manager, Sustainability and Legal.

Funding Source

Funding for the project is anticipated to come from the Open Space Maintenance budget.

Exhibits

Exhibit A – Scope of Services

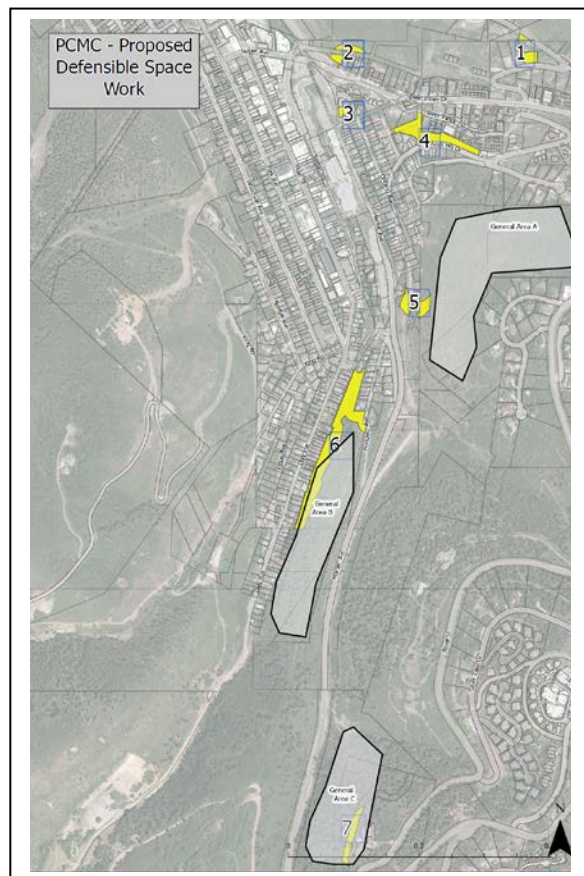


EXHIBIT “A”
Scope of Services (Defensible Space)

To Do Before Entering a Work Area:

Service Provider shall assist project manager in identifying/detailing best access for haul out for each work location. Such tasks may include:

- Reaching out to neighbors about work in the affected areas
- Leaving printed information about the work to be performed
- Obtaining permission to gain access to open space through homeowner’s property

To Do Before Work Commences:

Site visits must be completed to each work area with the project manager prior to any work being completed on the area.

Additionally, before work shall commence, the service provider shall use the GPS enabled “Field Maps” smart phone application to place flagging or temporary marking paint to mark the areas needing work and rough work area boundaries. The City will create “Field Maps” maps. After marking, work areas/plans should be approved by the project manager to ensure coordination with the adjacent properties.

A detailed work plan for each area must be approved by the project manager prior to work commencing.

A Slash/Debris management plan must be approved by project manager prior to work commencing.

Prioritization of work shall be performed as communicated by the project manager.

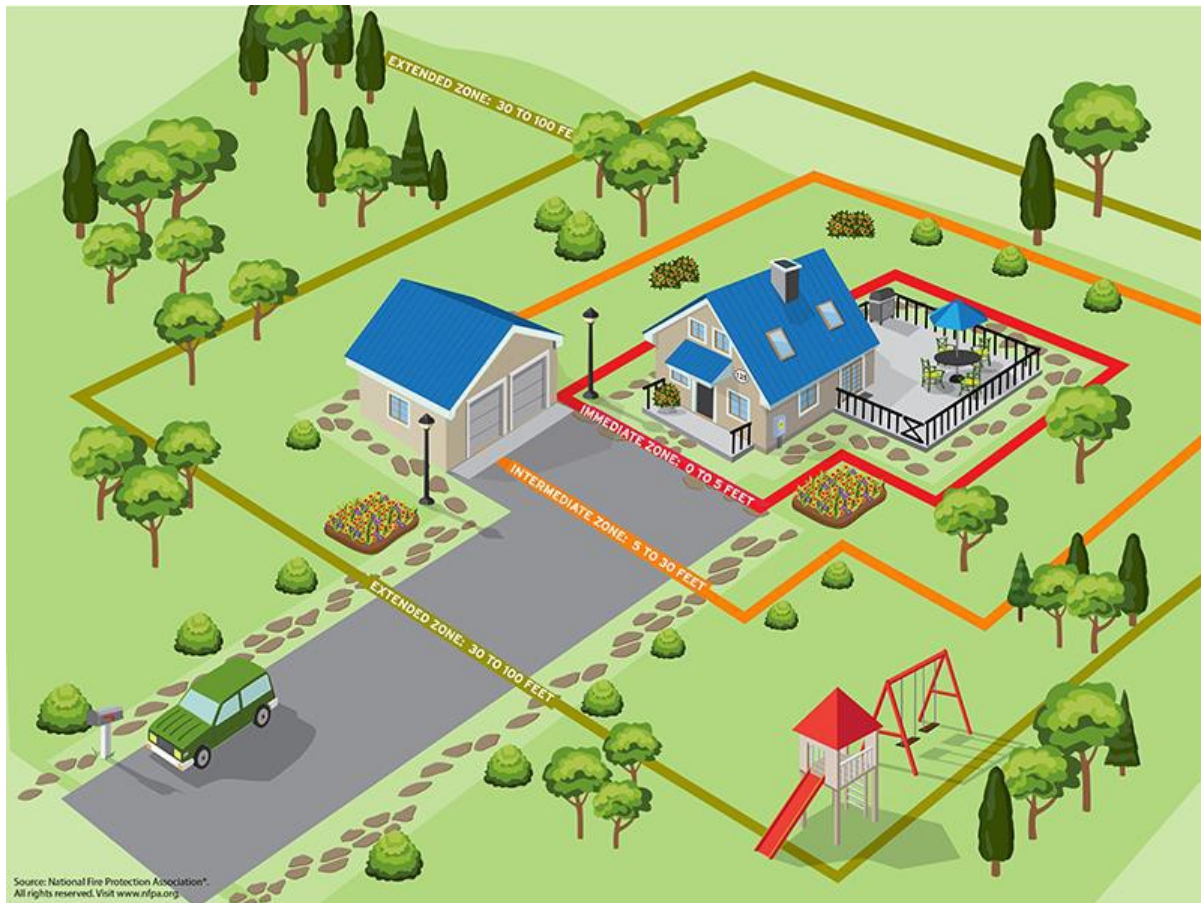
After Each Day of Work:

After each workday or each area is completed, the service provider shall use the GPS enabled “Field Maps” smart phone application to mark areas completed. The primary method of doing so shall be to use the “tracking” GPS Feature and walking the perimeter of the treated areas.

Description of Services:

Create defensible space on City owned open space or on private property as directed by the City and approved by the landowner. Defensible space implemented following the guidelines set by the National Fire Protection Association (firewise.org), the Park City Emergency Manager and under the direction of the Trails and Open Space Department. All work performed should be in accordance with PCMC Municipal code 11-21, Utah Wildland-Urban Interface Code.

Work shall be performed such as described below according to the proximity to the neighboring structures.



Immediate zone

The home and the area 0-5' from the furthest attached exterior point of the home; defined as a non-combustible area. Science tells us this is the most important zone to take immediate action on as it is the most vulnerable to embers. **START WITH THE HOUSE ITSELF** then move into the landscaping section of the Immediate Zone.

- Clean roofs and gutters of dead leaves, debris and pine needles that could catch embers.
- Replace or repair any loose or missing shingles or roof tiles to prevent ember penetration.
- Reduce embers that could pass through vents in the eaves by installing 1/8 inch metal mesh screening.

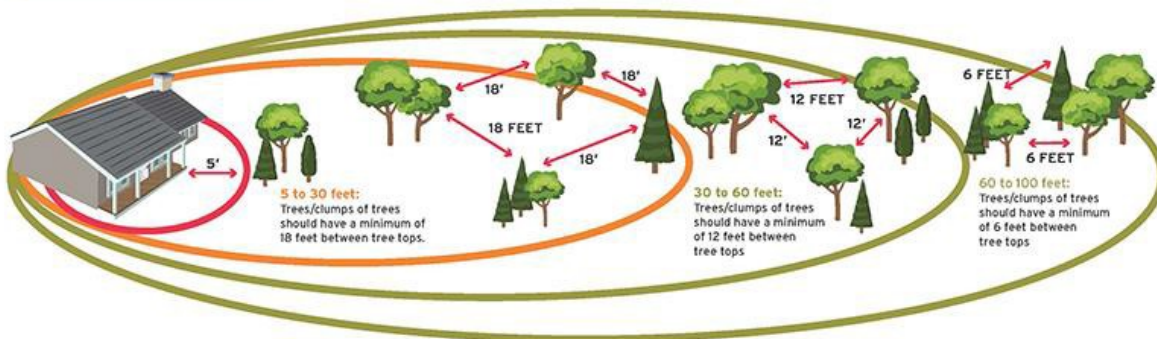
- Clean debris from exterior attic vents and install 1/8 inch metal mesh screening to reduce embers.
- Repair or replace damaged or loose window screens and any broken windows Screen or box-in areas below patios and decks with wire mesh to prevent debris and combustible materials from accumulating.
- Move any flammable material away from wall exteriors – mulch, flammable plants, leaves and needles, firewood piles – anything that can burn. Remove anything stored underneath decks or porches.

Intermediate zone

5-30' from the furthest exterior point of the home. Landscaping/hardscaping- employing careful landscaping or creating breaks that can help influence and decrease fire behavior

- Clear vegetation from under large stationary propane tanks.
- Create fuel breaks with driveways, walkways/paths, patios, and decks.
- Keep lawns and native grasses mowed to a height of four inches.
- Remove ladder fuels (vegetation under trees) so a surface fire cannot reach the crowns. Prune trees up to six to ten feet from the ground; for shorter trees do not exceed 1/3 of the overall tree height.
- Space trees to have a minimum of eighteen feet between crowns with the distance increasing with the percentage of slope.
- Tree placement should be planned to ensure the mature canopy is no closer than ten feet to the edge of the structure.
- Tree and shrubs in this zone should be limited to small clusters of a few each to break up the continuity of the vegetation across the landscape.

TREE SPACING



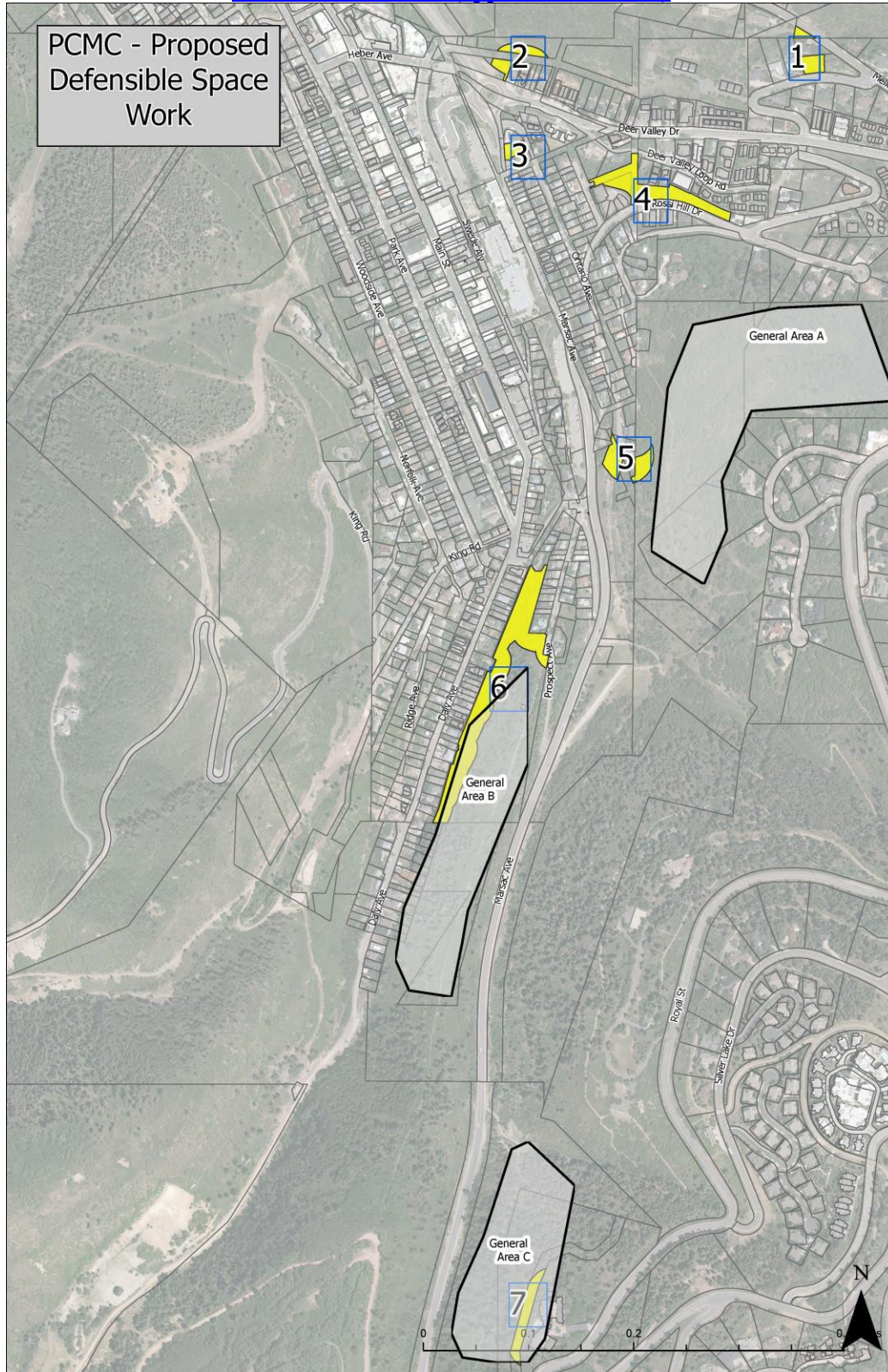
Extended zone

30-100 feet. Landscaping – the goal here is not to eliminate fire but to interrupt fire's path and keep flames smaller and on the ground.

- Dispose of heavy accumulations of ground litter/debris.
- Remove dead plant and tree material.
- Remove small conifers growing between mature trees.
- Remove vegetation adjacent to storage sheds or other outbuildings within this area.
- Trees 30 to 60 feet from the home should have at least 12 feet between canopy tops.*
- Trees 60 to 100 feet from the home should have at least 6 feet between the canopy tops.*

**The distances listed for crown spacing are suggested based on NFPA 1144. However, the crown spacing needed to reduce/prevent crown fire potential could be significantly greater due to slope, the species of trees involved and other site specific conditions. Prior to working beyond the 100 foot buffer area, check in with the project manager.*

EXHIBIT "B"
[Online MAP LINK \(approximate areas\)](#)



Council Agenda Item Report

Meeting Date: September 1, 2022

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject:

Request to Adopt Resolution 16-2022, a Resolution Declaring September 10, 2022, as the Planting Park City Day of Service

Suggested Action:

Attachments:

[Planting Park City Day of Service Staff Report](#)

[Exhibit A: Park City Day of Service Resolution](#)



City Council Staff Report

Subject: Planting Park City Day of Service
Author: Celia Peterson
Department: Environmental Sustainability
Date: September 1, 2022
Type of Item: Administrative- Consent Agenda

Summary Recommendation

Proclaim September 10, 2022, as the Planting Park City Day of Service.

Background

The Planting Park City initiative ([LINK](#)) has a goal to plant one tree per resident by 2030. Properly planted trees protect our community against increasing temperatures, drought, wildfire, and air quality issues, as well as stormwater surges during extreme precipitation events.

Since October 2021, Planting Park City resulted in 400 trees being planted in the yards of Park City residents, and on City property.

The Sustainability team has partnered with JustServe Utah to organize the Planting Park City Day of Service. On September 10, 2022, volunteers will assemble at Quinns Junction to plant trees. JustServe volunteers will help care for the trees over the next few years.

Exhibit

A Planting Park City Day of Service Resolution

PROCLAMATION TO DECLARE SEPTEMBER 10, 2022, AS THE PLANTING PARK CITY DAY OF SERVICE

Whereas Park City is a thriving mountain town committed to preserving and enhancing the natural environment, with the support of engaged citizenry;

WHEREAS, volunteering, and planting public trees fosters community pride;

WHEREAS, recognition and tree planting activities demonstrate to residents and visitors that community service, climate adaptation, and the environment are an important part of life in our town;

WHEREAS, the City Council, acting in the best interests of its citizenry, regards the natural environment and healthy, diverse trees as a high priority to ensure for future generations;

WHEREAS, the Planting Park City initiative aims to facilitate planting one tree per resident, as part of its pathway to net-zero carbon by 2030. Properly planted trees protect our community against the impacts of climate change, such as increasing temperatures, drought, wildfire and air quality issues, as well as stormwater surges during extreme precipitation events;

WHEREAS, trees and proper soil preparation boost ecological services such as cooling shade and blocking cold winter winds. Trees build soil health and prevent soil erosion by growing roots that support organic layers, which also slows down the flow of surface and groundwater, encouraging it to gradually seep into ground which reduces erosion and runoff;

WHEREAS, trees support birds, bees and wildlife, purify our air, clean our water, and add grace and beauty to our public spaces;

WHEREAS, diverse and healthy trees build local resilience. Park City encourages planting a range of tree species, in accordance with local Code. Planting a diversity of tree species ensures that additional ecological roles are fulfilled, improving biodiversity and local resilience;

WHEREAS, trees contribute to reduced stress and improved health: trees are beautiful, and being outside is good for the body and the mind. The Japanese have a special term for being surrounded by nature – Shinrin-yoku, or "forest bathing." Living in areas with more green space correlates with lower levels of the stress hormone cortisol, and are linked with reduced symptoms of depression, better moods and increased life satisfaction;

WHEREAS, in consideration of requests received from the community to collectively plant trees on public property and in the spirit of community service, on September 10th one-hundred fifty trees will be planted near Park City trailheads and recreation areas by JustServe Utah volunteers.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Council hereby proclaim September 10, 2022 as PLANTING PARK CITY DAY OF SERVICE IN PARK CITY, UTAH.

PASSED AND ADOPTED this 1st day of September, 2022.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Margaret Plane, City Attorney

Council Agenda Item Report

Meeting Date: September 1, 2022

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Consideration to Adopt the Rail Trail Master Plan

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Rail Trail Master Plan Staff Report](#)

[Exhibit A: Rail Trail Master Plan August 2022](#)

City Council Staff Report

Subject: Rail Trail Master Plan
Author: Heinrich Deters- Trails & Open Space Manager
Department: Sustainability
Date: September 1, 2022
Type of Item: Old Business- Rail Trail Master Plan

Recommendation

Review, take additional public input, and consider adopting the recently completely [2022 Rail Trail Master Plan](#). The new Plan is the culmination of an extensive public planning process to collect, organize, and coordinate the future maintenance, operations, and potential improvements to the City's Rail Trail. As you know, Park City's Rail Trail is an iconic fixture for Park City's residents and visitors, spanning approximately 2.75-miles between Bonanza Drive and State Road 248.

Background

The entire local section of the "Rail Trail" is actually a 27-mile linear park that runs from the Prospector neighborhood in Park City, Utah, to Echo, Utah, and provides non-motorized travel and public recreation for members of the public.

In 1989, Union Pacific Railroad conveyed, or 'Rail Banked,' the bulk of the corridor to Utah State Parks (USP) ('State Parks', under the 1983 National Trails System Act). In short, Rail Banking preserves an old rail corridor to allow a public or private trail agency to repurpose out-of-service sections for recreational purposes, or until rail service becomes necessary or prudent to reinstate.

In 1999, Park City (PCMC) purchased approximately 1,000' of the corridor for \$220,000 to connect the Rail Trail to Bonanza Drive (in blue). This section was not included in the original 1989 donation to USP. In 2005, PCMC granted a conservation easement to the Summit Land Conservancy on approximately 2 acres of land upon which the 1,000' feet of acquired Rail Trail is located.



[On April 15, 2021](#), after numerous community requests for improved safety and

maintenance, City Council directed us to explore a new agreement with USP and proactively plan for better trail stewardship.

In Fall 2021, we initiated the Rail Trail Master Planning effort to identify improvements and/or new programming to continue to balance the goals of safety and connectivity while also preserving the natural environment and history. Fortunately, in December 2021, Park City was awarded \$500,000 by the Summit County Recreation, Arts and Parks (RAP) Committee to implement projects identified through the Rail Trail Plan.

[On June 22, 2022](#), the new Plan was presented to the Planning Commission for review and feedback. The Planning Commission, like Council, was acutely aware of the sometimes competing interests over public spaces and was unanimous in their support of the new Master Plan and specified project goals.

Analysis

The Rail Trail serves a vital alternative transportation/non-motorized corridor to SR-248 and recreational outlet. Based on trail counters, we estimate over 100,000 people utilize Park City's section of the Rail Trail annually, including daily commuters, exercise, and recreationalists. Everything from kids on tricycles to mountain bikers, roller skiers, runners, dogs, etc. can be found on the Rail Trail at any given moment.

Change in Stewardship

Rail Trail management and maintenance is currently funded by USP and implemented through very limited contractual maintenance services. PCMC and USP have long discussed how the City might contribute to increased maintenance to enhance the experience for residents and visitors. Regardless, the new Master Plan provides recommendations to improve the facility through USP or a new and enhanced inter-local agreement.

As a result, USP and PCMC have begun discussion to create an agreement to create a host of facility improvements, improve maintenance, and address access, permitting and soils management. We believe these align with community goals and interests.

Costs and Level of Service

The new Master Plan recommends City Teams take over the day-to-day management and maintenance to provide quality pavement management, safer separation of users (bikes and pedestrians), and the ability to provide new off-leash pet areas for consideration. Additionally, the lack of simple amenities, such as adequate trash removal, winter grooming, and noxious weed abatement and fire hardening are not on par with Park City's user expectations (compared to other PCMC trails and paved pathways).

A high-level conceptual cost analysis of the proposed capital recommendations was compiled to better inform Council of some of the potential budgetary implications if the entirety of the new Plan were implemented. The Trails and Open Space team will continue to aggressively explore grant opportunities to offset capital costs over the next

five-years, noted later in the report.

Summary of Conceptual Costs	
Trail Element	Cost
Trail Surface - Paving, Striping, Stencils, wayfinding, etc.	\$ 1,336,362
Trailhead Nodes and Amenities	\$ 603,850
Crossing Treatments	\$ 112,231
Wetlands Mitigation	\$ 9,600
Subtotal (not including soft costs)	\$ 2,062,044

Changes in service levels and management will require future operational budget commitments but are not compulsory and should only track the trajectory of what Council is willing to approve in its annual capital budget, coupled with our efforts to secure outside funding. For example, we anticipate many service levels can be captured through an extension of the Back Country Trail Maintenance Contract or Mountain Trails Foundation's, 'Adopt a Trail' program.

Intent of the Master Plan

The intent of the Rail Trail Master Plan is to guide future project and programming initiatives, acknowledging that funding, design, engineering, and environmental permitting is required for many of the recommendations prior to construction. Further steps, including project procurement and contract approval by Council, is necessary. We plan to work with Council each year to considered additional projects and public input.

Public Input

Below is an outline of the Plan's public engagement efforts.

A project website was created	https://engageparkcity.org/rail-trail
An intercept survey conducted	October 2, 2021
A Stakeholder Walking Tour was held	November 16, 2021
The first Public Open House was hosted (50-60 members of the public attended)	November 17, 2021
An Online Survey was posted	January to February 2022 Received 1,034 responses
A Second Stakeholder Meeting	April 5, 2022
The second Public Open House was hosted (50-60 members of the public attended)	April 20, 2022
Presentation to Planning Commission	June 22, 2022

Key Themes from the Community

Public input centered largely around safety, connectivity, and the desire for additional amenities and a higher level of maintenance. It also focused on better wayfinding and additional ways to protect the natural environment and water estuary.

Overview of Recommendations (Exhibit A)

- Preserve and enhance the natural environment
- Improved wayfinding
- Improved connectivity
- Safety improvements at Rail Trail crossings
- Public art and benches along the corridor
- Greater enforcement of leash laws

For purposes of this report, the Trails and open Space team focused on a high-level overview of notable facility projects or improvements.

Expansion of Rail Trail Cross-Section

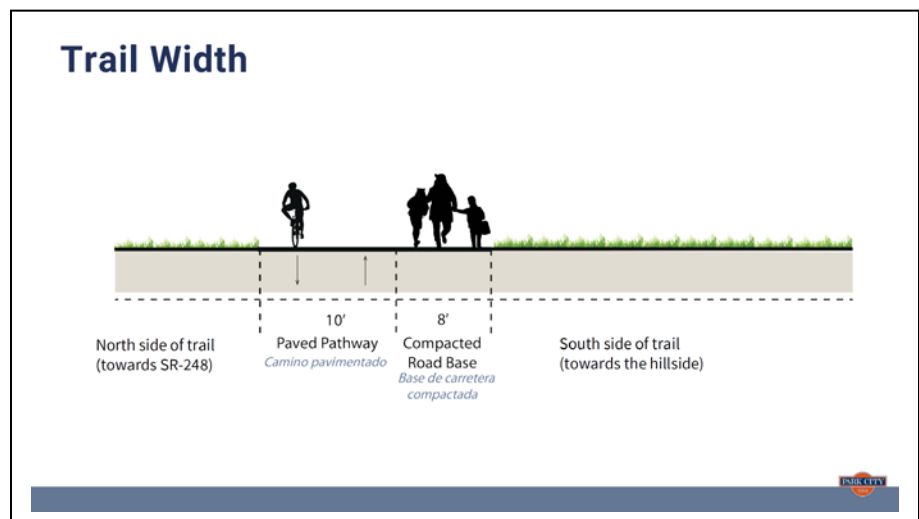
For perspective, the Rail Trail's right of way is roughly 100 feet and exceeds 150 feet in some places. Further, the current width of the pavement ranges from 9 to 11 feet, with various gravel shoulder widths.

The conceptual plan recommends improving safety and user experience by widening the trail corridor to 18'. This new cross section maintains a similar 10-foot pavement width and adds an 8' wide soft surfaced shoulder. The additional width and surface type provides the ability to separate uses and a safer experience.

By contrast, the City's other paved pathways range from approximately 8-12 feet, with miscellaneous shoulder widths. At a glance, the potential new Rail Trail cross section may provide a new template for all the highly traveled pathways in our region.

The Wag'on Trail

The public indicated they are supportive of creating a separate 'off leash' area located adjacent to the Rail Trail. Fortunately, there is an existing 'double track' that parallels the Rail Trail to the south, which appears to provide an ideal solution. Use of the 'double track' may require an additional bridge located across from the Lot G parking lot.



[Municipal Code 7-3-2\(B\)](#) addresses PCMC's ability to approve 'off leash areas'. Should City Council support the proposed 'Wag'on' Trail as a designated 'off leash' area, the Team will return with a comprehensive plan, including enhanced signage and enforcement of leash laws along the Rail Trail.

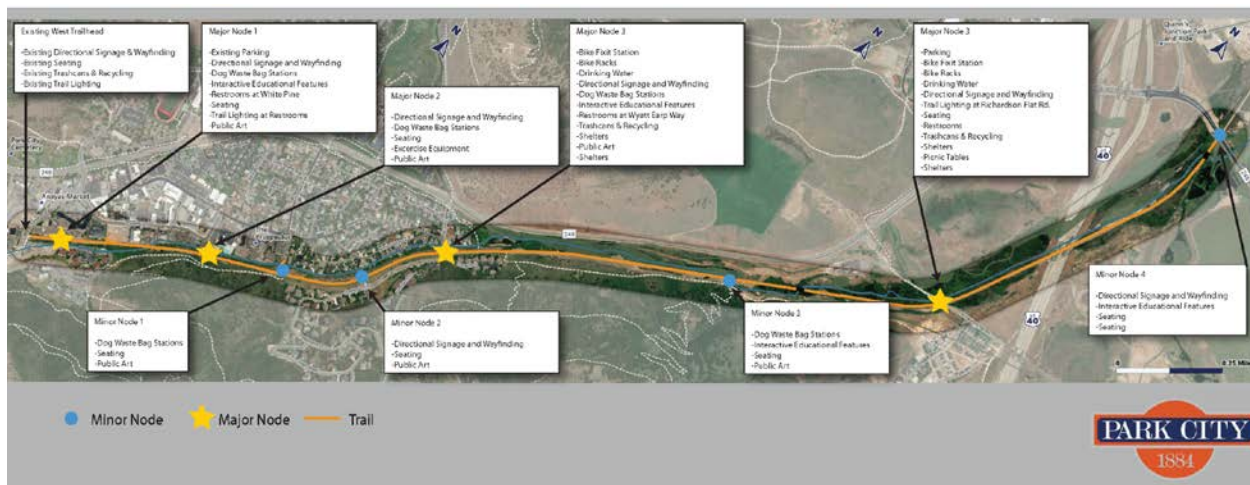
Wag'on Trail

- Further separating uses and programming by use of an existing trail
- Provide an 'off-leash' alternative to the Rail Trail
- Connection to Rail Trail from City-owned Sommer parcel (in blue) would need to be designed and approved
- Additional areas further east would require minor improvements and connections



Trailheads and Amenities

During the public process, residents, and stakeholders identified preferred amenities, including seating, restrooms, trash receptacles, mutt mitt stations and kiosks. Major Nodes or Trailheads were identified near White Pine, Prospector Park, and Richardson Flat Road. These Trailheads would include, among other amenities, vault toilets and trail kiosks. Additional parking is only recommended for the Richardson Flat area.



Timeline

As noted, several improvements will require additional funding, design, public engagement, engineering, and permitting. Thus, improvements were broken into three phases. Smaller maintenance and amenity improvements will move forward rapidly, while others will be implemented over time with additional public engagement and as funding allows.

Near Term (2022 – 2023):

Striping of Pathway
Additional Trash receptacles, Mutt-Mitts and associated maintenance
Environmental mapping and permitting
Wayfinding improvements
Richardson Flat trailhead coordination with UDOT

Medium Term (2023 – 2025):

Wetlands 404 – Individual Permit
Widen Bonanza – Wyatt Earp section
Widen Wyatt Earp – Richardson Flats section
Restrooms, trail node amenities, wayfinding, crossing improvements
Redesign trailhead kiosk maps, design interpretive panels
Cultural, public art and wildlife viewing areas
Wag'on Path improvements
Continue natural resource enhancement planning

Long Term (2025 – 2027):

Fund, design, and construct SR-248 bridge
Widen Richardson Flats – SR-248 section

Funding

Initial funding will come from the RAP grant (\$500K). The Trails and Open Space team will continue to explore additional grant opportunities to help fund recommended improvements over time, and we are excited to increase our stewardship of Park City's iconic Rail Trail.

Department Review

This report has been reviewed by the City Manager, Sustainability, Legal and Executive Departments.

Exhibits

Exhibit A: – Rail Trail Master Plan

The background of the cover is a photograph of a paved trail winding through a landscape with green trees and a wooden fence on the left. The trail is dark asphalt and curves into the distance under a clear blue sky.

Park City

RAIL TRAIL MASTER PLAN

FINAL PLAN
AUGUST 2022

ACKNOWLEDGMENTS



PARK CITY

Heinrich Deters

*Trails & Open Space Program
Manager*

Emma Prysunka

Digital Communications Specialist

Julia Collins

Transportation Planning Manager

CONSULTANT TEAM FEHR & PEERS

Maria Vyas

Dan Cawley

Mary Sizemore

Kathrine Skollingsberg

Allee Nesbitt

GSBS

Christine Richman

Ladd Schiess

Erika Chmielewski

BOWEN COLLINS & ASSOCIATES

Jamie Tsandes

Melissa Davis

TRAIL ADVISOR

Charlie Sturgis

STAKEHOLDERS

Kyle Avery, *Chatham Hills/Crossing HOA*

Alex Butwinski, *At-large*

Spencer Byrne, *All Season Adventures*

Mary Closser, *Recycle Utah*

Craig Dennis, *Prospector Square POA*

Cariss Despain, *Park City Heights HOA*

Bob Edmiston, *Park City School District*

Sally Elliot, *Prospector Park HOA*

Todd Fisher, *Silver Star Ski and Sport*

Matt Genther, *Park City Heights HOA*

Linda George, *Chatham Hills/Crossing
HOA*

Ian Hartley, *Mountain Trails Exec
Director*

Stanton D. Jones, *Silver Mountain*

Kathy Kahn, *At-large*

Mike Lewis, *Vail Resorts*

Megan McKenna, *Park City High, APES*

Carolyn Murray, *Resident*

Ed Parigian, *Recreation Advisory Board*

Bo Pitkin, *At-large*

Deanna Rhodes, *People First Streets
Project Lead*

Amy Sell, *Prospector Resident*

Mary Christa Smith, *Central Park
Condos*

Cheryl Soshnik, *Senior Center*

Shirin Spangenberg, *PC Chamber Board*

Meg Steele, *Recreation Advisory Board*

Patricia Stokes, *Sun Creek Condo*

Adam Strachan, *At-large*

Jack Walzer, *Jans/White Pine*

Meeche White, *National Ability Center*

Ginger Wicks, *HPCA*

Hallie Wintzer, *Resident*

Nann Worel, *Park City Council*

TABLE OF CONTENTS

01	Introduction
07	Opportunities and Constraints
19	Public Engagement and Outreach Process
33	Trail Recommendations
57	Funding Sources
A1	Appendix



INTRODUCTION



1. INTRODUCTION



The purpose of the Park City Rail Trail Master Plan is to create a vision for the Rail Trail between Bonanza Drive and SR-248 east of US-40, including a quarter-mile buffer along the trail. This will include recommendations for land use, community development, environmental enhancements, mobility improvements, and regulatory next steps. The extents of the study area are shown in **Figure 1**.

PURPOSE OF THE RAIL TRAIL MASTER PLAN

Park City is taking on management and maintenance responsibilities for the segment of the Rail Trail between Bonanza Drive and SR-248. Given an ongoing increase in people walking, bicycling, or running on the trail, there is increased interest on behalf of Park City in making the Rail Trail an ideal environment for all. Park City created this Plan to be a community-supported vision for the Rail Trail, which includes a wide variety of improvements. Community input was critical to the success of this effort and was gathered through a series of channels and events during this process, as described in the "Public Engagement and Outreach Process" section of this document.

RAIL TRAIL GOALS



The Park City Rail Trail Master Plan was developed using four goals to guide its intent and subsequent implementation:

1

Through the implementation of the Master Plan, the Park City Rail Trail will be a comfortable and accommodating facility for walking, running, bicycling, and skiing for users of all ages and abilities

2

The Park City Rail Trail Master Plan will facilitate better connections between the Rail Trail and adjacent communities, recreational facilities, commercial destinations, and cultural and natural resources

3

The Park City Rail Trail Master Plan will identify key elements of the Rail Trail, such as access to adjacent wetlands and informal trails, to be preserved following the implementation of recommendations coming from the Master Plan

4

Upon completion, the Rail Trail Master Plan will identify and prioritize improvements to the Rail Trail, including safety and facility enhancements, connectivity improvements, wayfinding and interpretive updates, preservation of natural resources, regulatory next steps, and opportunities for beautification

LEGEND

RAIL TRAIL

- Rail Trail
- Major Trail Bridges

EXISTING TRAILS & PATHWAYS

- Existing Connectivity Network
- Nearby Trails
- Phoston Spur

POINTS OF INTEREST

- Points of Interest
- Richardson Flats Park and Ride

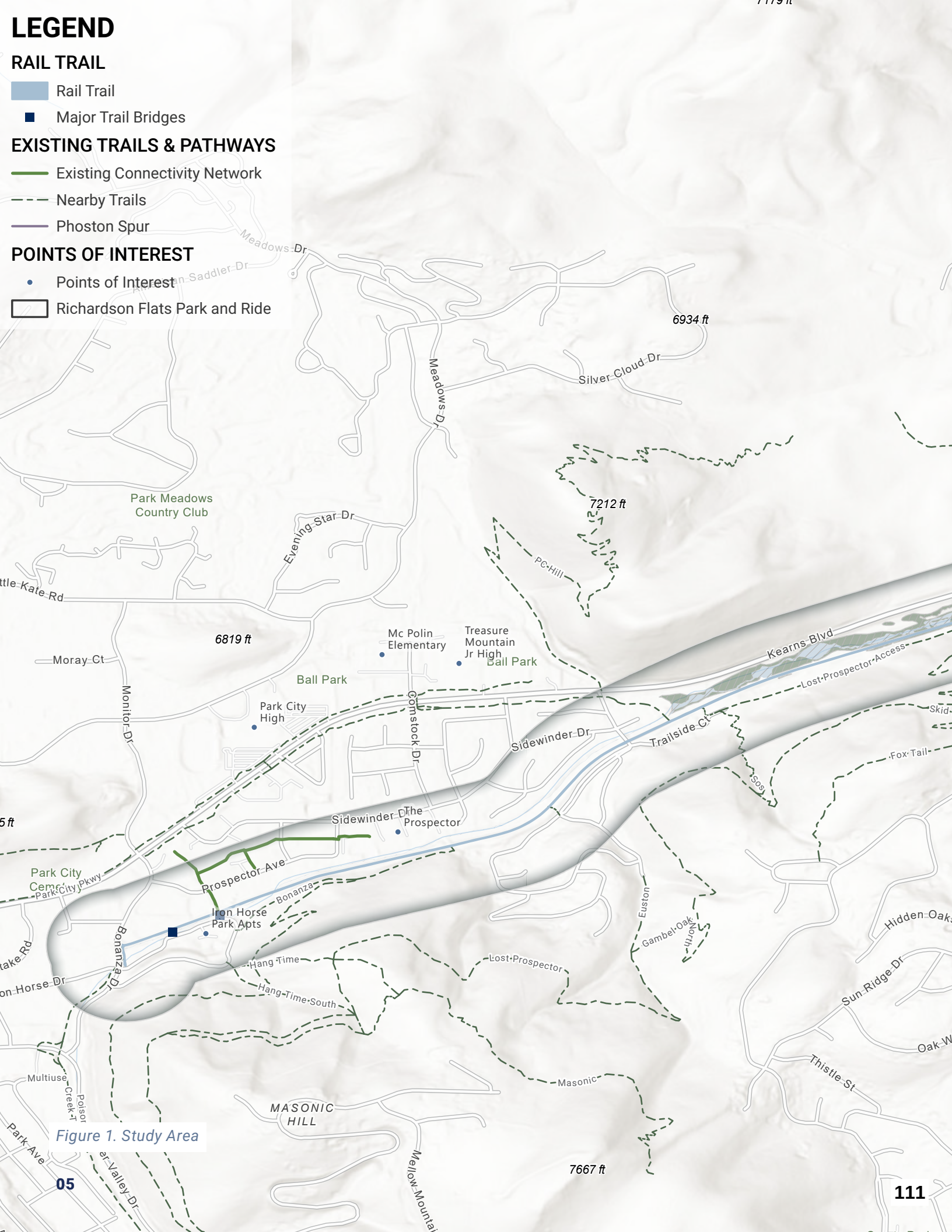
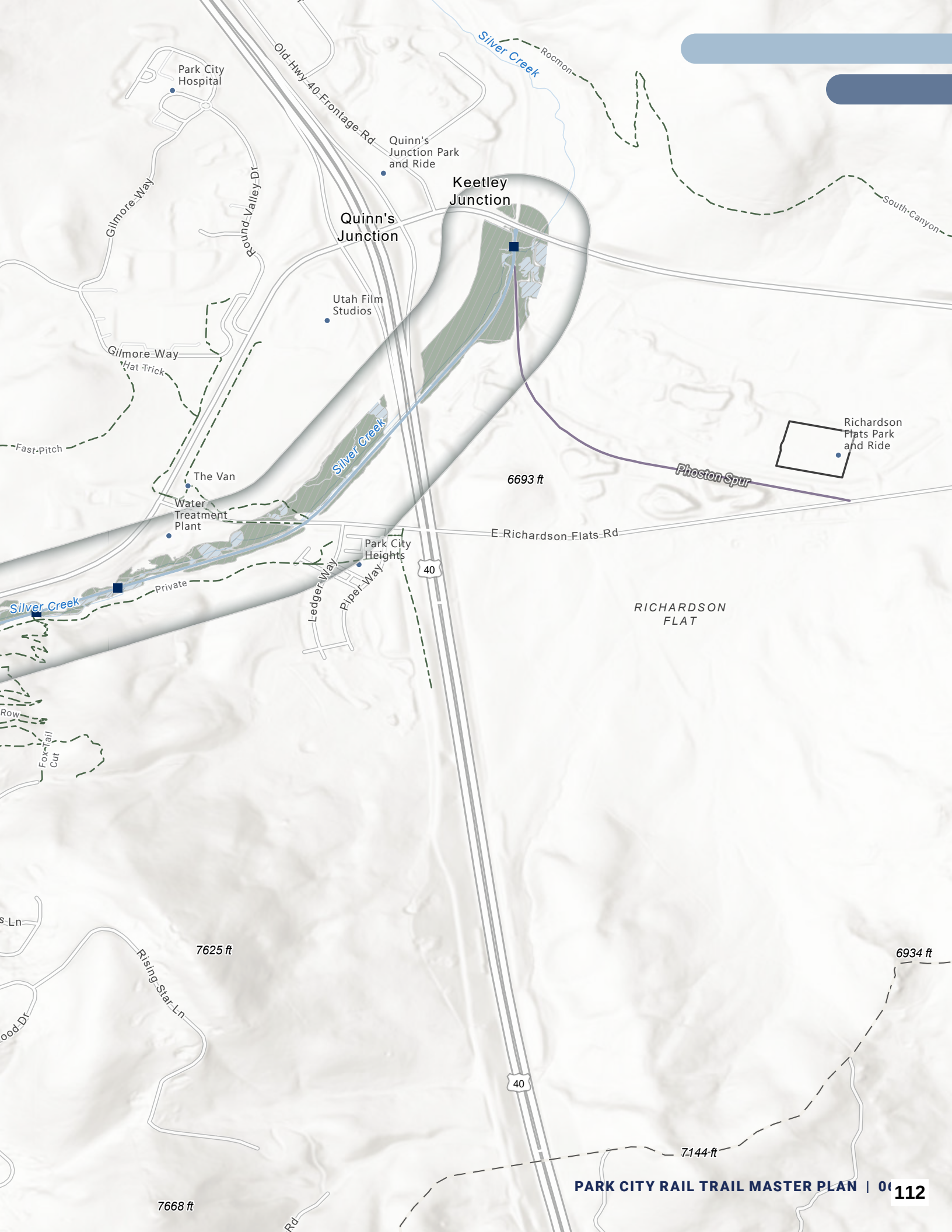


Figure 1. Study Area





OPPORTUNITIES AND CONSTRAINTS



2. OPPORTUNITIES & CONSTRAINTS

This Plan is intended to be both ambitious and achievable. Opportunities for and constraints on potential improvements along the Rail Trail were used as a foundation for the Plan’s development, which also built on previous planning efforts conducted in Park City and in the study area.

REVIEW OF EXISTING PLANS

The Rail Trail is a community asset that will continue to enhance its surroundings. Building upon recent, relevant planning efforts in the study area, this section summarizes existing plans that interact with and influence the study area.

PROSPECTOR SQUARE PROPERTY OWNERS ASSOCIATION (PSPOA) MASTER PLAN COMMUNITY

Prospector Square is a mixed-use neighborhood just north of historic Old Town Park City. The area is home to residential, hotel, office, restaurants, and health care land uses and is adjacent to Park City High School, Treasure Mountain Junior High School, and is served by numerous transit stops and the Rail Trail. Considering the variety of uses and multimodal environment of the area, the PSPOA Master Plan aims to enhance the character of the neighborhood by incorporating sustainable landscaping and environmental practices into the design for public spaces. Planned improvements include an outdoor plaza/stage area, museum exhibit space, outdoor dining spaces, benches, bike racks, native plant landscaping, overhead string lighting, and street trees. The plan also accounts for a Rail Trail access path off of Lot G.



Figure 2. Parking Lot References

RECOMMENDATIONS OVERVIEW

Proposed Facility Types



Shared use paths are paved facilities designed for the exclusive use of bicyclists and pedestrians.

Bikepaths are shared use paths that run parallel to a road in shared right-of-way.

Bike lanes are portions of the roadway that have been designated for preferential or exclusive use by bicyclists.

Neighborhood Byways are low-stress roadways with design features that prioritize bicycle and pedestrian travel.

Advisory shoulders provide space for pedestrians and bicyclists to travel on two-way roads that lack a centerline and are otherwise too narrow to accommodate dedicated bicycle or pedestrian facilities.

Shared roadways are those in which bicycles and motor vehicles share travel lanes.

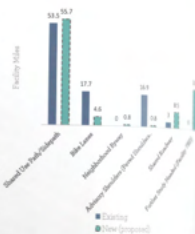
Grade-separated crossings allow pedestrians or bicyclists to cross under or above roadways (using tunnels or bridges) without traveling across vehicle lanes.

Proposed Facility Types

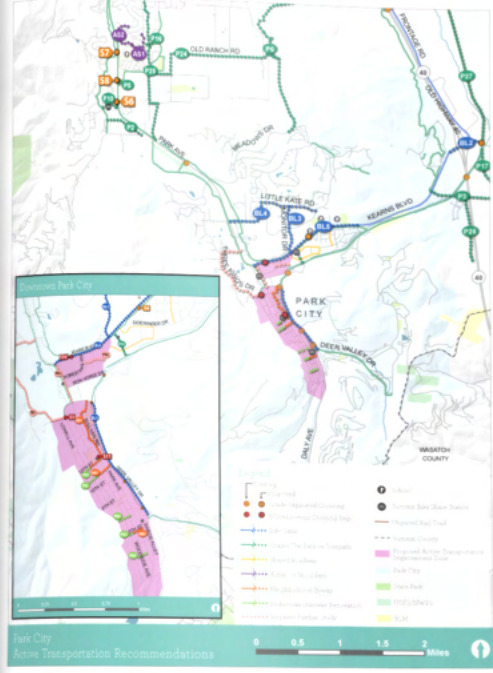
The Summit County ATP proposes over 70 miles of active transportation infrastructure improvements, including the construction of new facilities and upgrades to existing facilities. The implementation of the recommendations will contribute to a more transportation system that is safe, reliable, and convenient for users of all ages and abilities.

This plan's recommendations are more specific, following central themes:

- **Enhance the Rail Trail** Leverage the Rail Trail's potential to provide a safe, reliable, and convenient mode of travel by segmenting and considering the appropriate bike share or other micro-mobility options.
- **Provide Regional Trail Connectivity** Strengthen the Vintash Loop concept and other regional trail connections.
- **Safe crossings along SR-224** Safe crossings of SR-224 were the most consistently requested public input.
- **Old Town Neighborhood Byways** Neighborhood byways have been proposed on select streets through Old Town to provide comfortable, low-traffic connections.



Executive Summary: Park City Active Transportation Recommendations



SUMMIT COUNTY ACTIVE TRANSPORTATION PLAN

The Summit County Active Transportation Plan (ATP) supports the development of a cohesive walking and biking network for those of all abilities. The ATP aims to increase access to active transportation networks, integrate those active transportation networks into the regional transit system, and support the local economy and identity. Enhancing regional trail connectivity, providing safe

crossings along SR-224, and implementing neighborhood byways in Old Town are all central themes to the plan. The plan also specifically calls for improvements to the Rail Trail by paving currently unpaved sections and to consider incorporating bike share or other micromobility options. More specific improvements include a sidepath along Richardson Flat Road (which would intersect with the Rail Trail) and a Rail Trail underpass at SR-248.

RICHARDSON FLAT PARK-AND-RIDE

The Richardson Flat Park-and-Ride is a nearly 700-stall existing parking lot on Richardson Flat Road between US-40 and SR-248. It is used as a park-and-ride for large event transportation (such as the Sundance Film Festival) and is not currently used for fixed-route service. Park City plans to annex the surrounding area between US-40 and SR-248, opening opportunities for incorporating the parking lot into greater City operations.

CURRENT TRAIL CONDITIONS

In addition to the transfer of maintenance responsibility to Park City Municipal Corporation, the sustained growth in Rail Trail users is a key driver in seeking to improve the Rail Trail for all users. Recent trail user counts were analyzed to understand trail usage patterns. This information is outlined below and on the following pages

Trail User Counts

An EcoCounter trail user counter is located on the Rail Trail roughly 1,000 feet east of Bonanza Drive. The counter has been mostly operational between 2018 and 2021, though with occasional gaps. **Figure 3** shows the total users per month on the Rail Trail for each month that data was collected between 2018 and 2021.

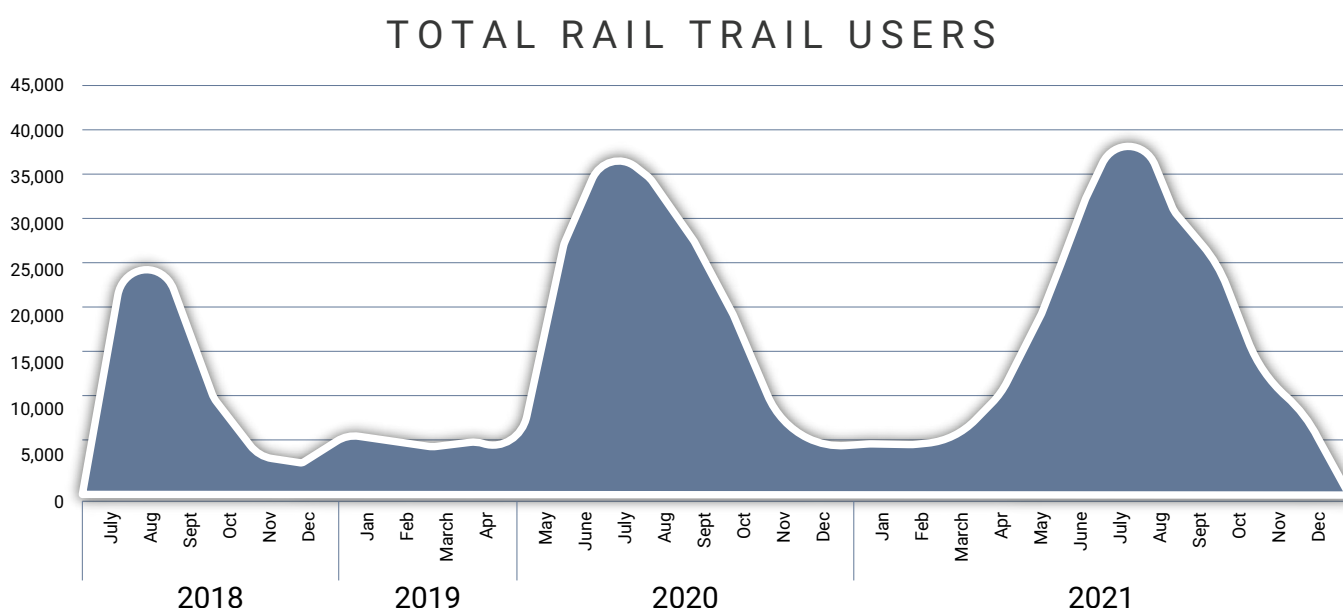
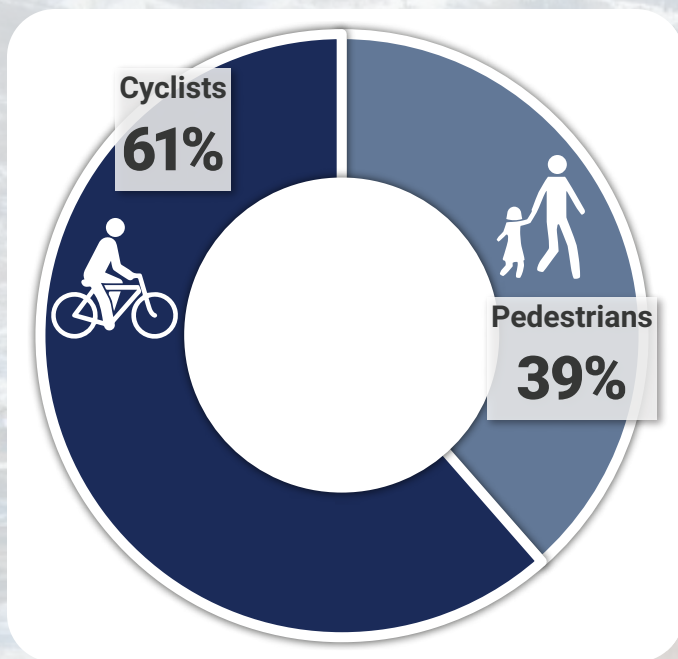


Figure 3. Total Rail Trail Users (2018-2021)
Source: Park City Municipal Corporation



The summer months are consistently the busiest times of the year along the Rail Trail. User volumes have increased over the past four years, with the caveat that no summer or fall data was collected in 2019. The highest user count was collected in July 2021, with more than 40,000 individual users recorded in that month. **Figure 4**, **Figure 5**, and **Figure 6** explore the daily average, weekday, and hourly trends of this peak month.



Throughout an average day in July 2021, cyclists outnumbered pedestrians on the Rail Trail. On average, there were roughly 56% more cyclists than pedestrians along the trail.

Figure 4. Mode of Rail Trail Average Daily Users (July 2021). Source: Park City.

For July 2021, Sunday typically experienced the highest number of users on the Rail Trail, with Monday, Tuesday, and Wednesday being the least busy days. On average, each weekday saw roughly 250 more cyclists than pedestrians.

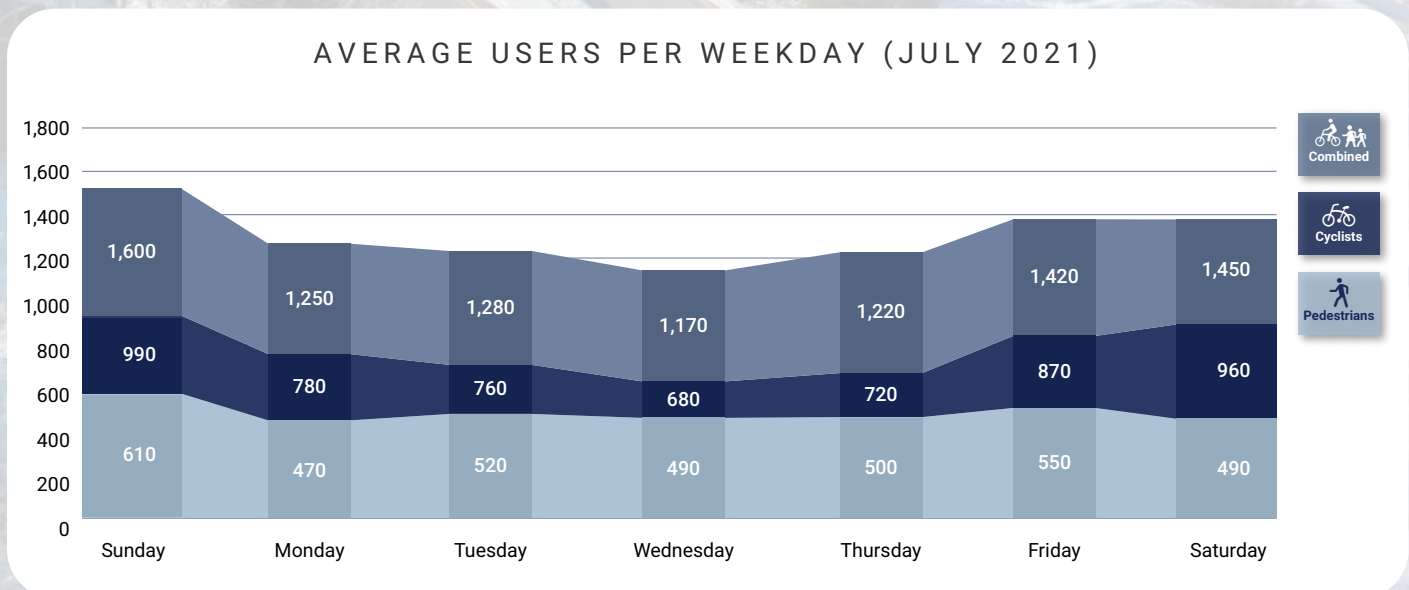


Figure 5. Average Trail Users by Weekday (July 2021). Source: Park City.

Mid-morning to early afternoon is the busiest time of day along the Rail Trail. While there are far more cyclists than pedestrians on the trail during peak hours, pedestrians outnumber cyclists on the shoulder times of day (early morning and late evening).

AVERAGE USERS BY HOUR (JULY 2021)

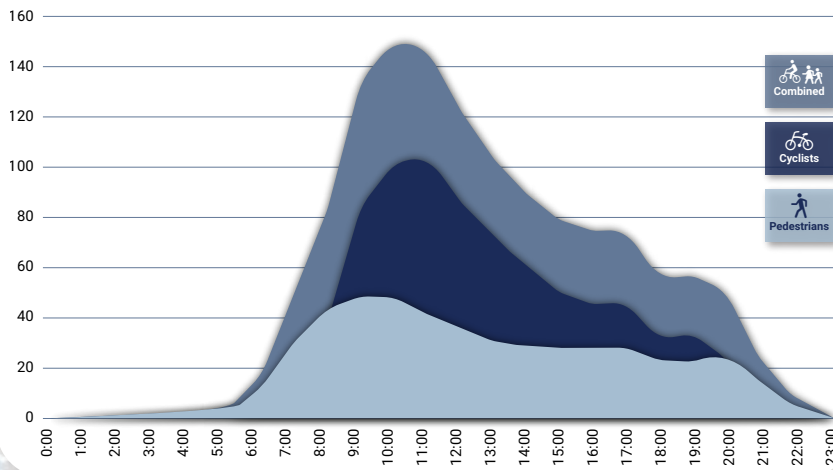


Figure 6. Average Rail Trail Users by Hour (July 2021). Source: Park City.

AVERAGE USERS BY HOUR - SATURDAY

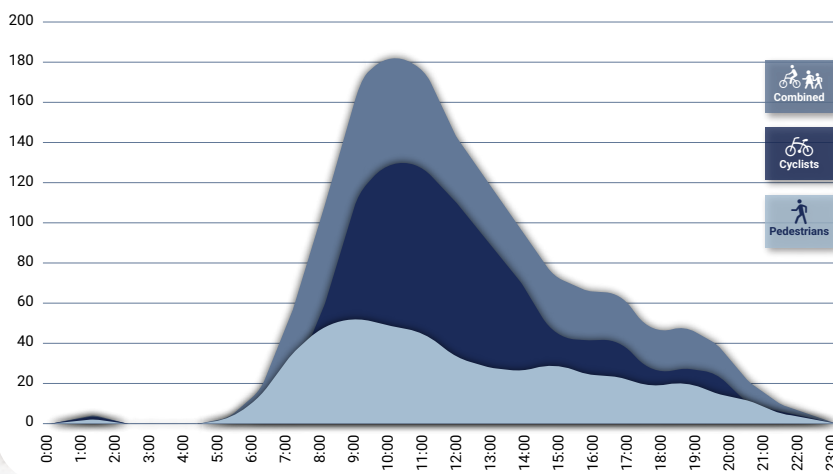


Figure 7. Average Saturday Users by Hour (July 2021). Source: Park City.

AVERAGE USERS BY HOUR - SUNDAY

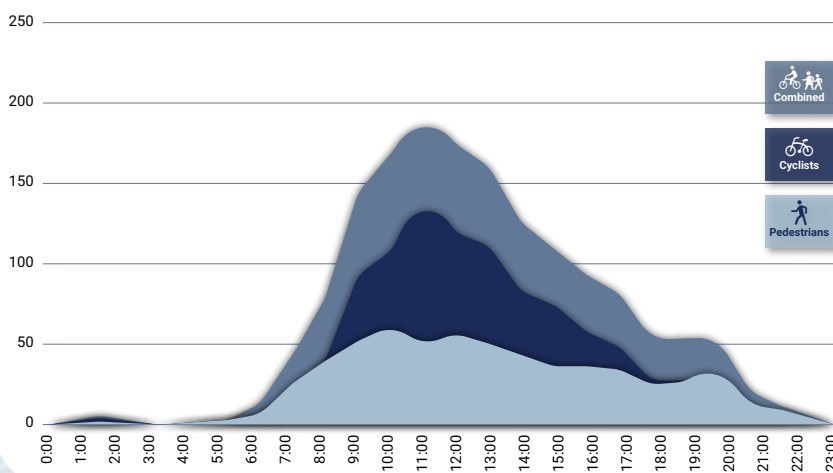


Figure 8. Average Sunday Users by Hour (July 2021). Source: Park City.

Trail Access Points

Existing access to the rail trail is provided via a variety of public and private property. The only designated public option for accessing the Rail Trail that includes parking is located at the Rail Central development and consists of 12 marked parking stalls.

Figure 9 shows trail access points and their parking supplies where applicable.

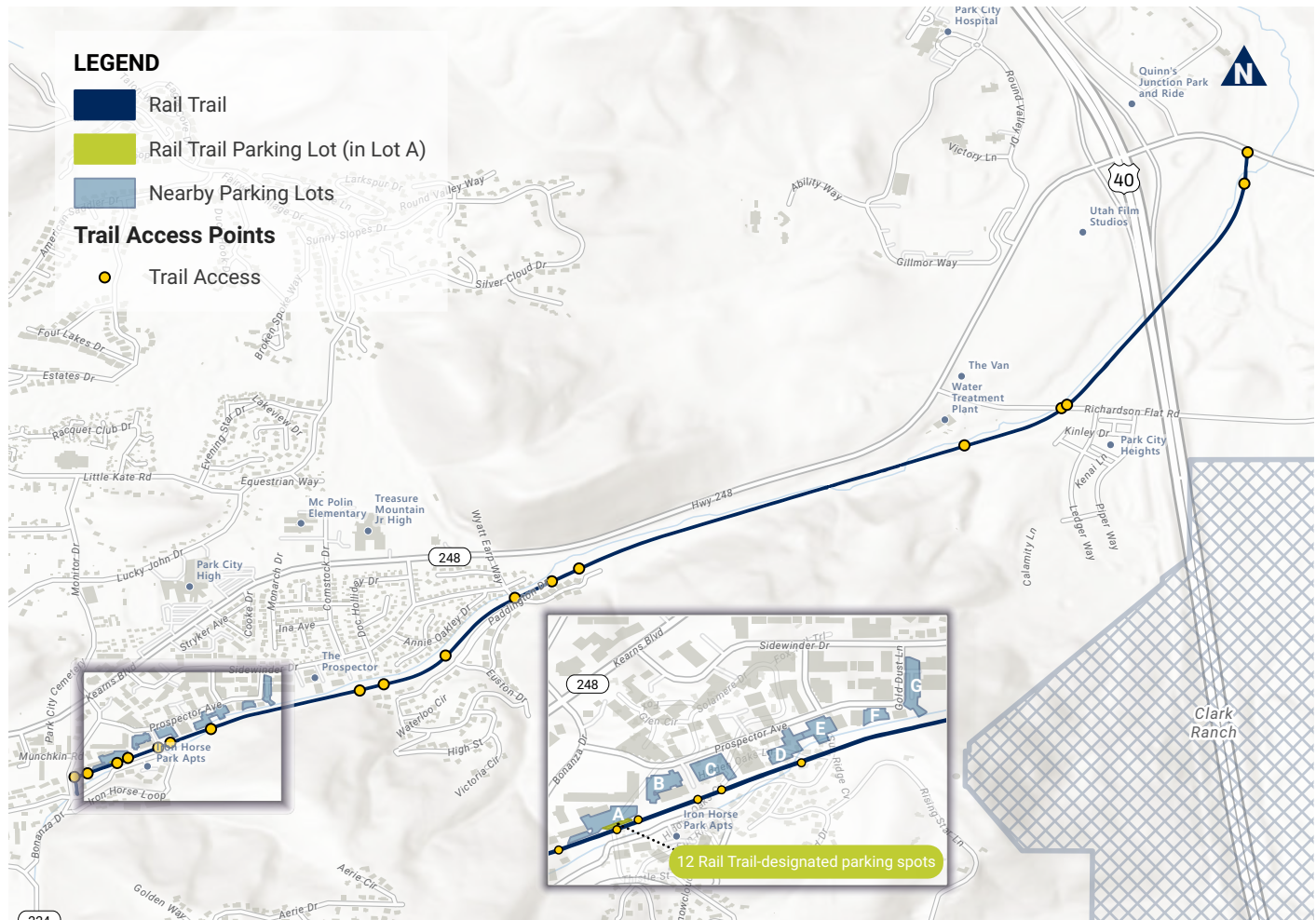


Figure 9 Trail Access Points and Existing Parking Supply

Trail users can also access the trail at its intersection with SR-248, Wyatt Earp Way, and Richardson Flat Road, although designated parking is not available at those locations. Accesses also available from Bonanza Drive, several pathways in Prospector and a pathway off Comstock Drive. Informal accesses in the form of desire lines can be seen throughout the trail, including near Paddington Drive, Euston Drive, and near Iron Horse Apartments. Currently, while there are twelve parking spaces officially designated for the Rail Trail as shown in the map above, city staff note that trail users use whatever parking they can find.

Environmental Features



The Rail Trail is somewhat unusual in that it traverses both high-quality natural environments and also hazardous materials. Silver Creek parallels the Rail Trail throughout the corridor, and is home to a range of plant and animal species that make the Rail Trail a vibrant wildlife-viewing experience at times. Beavers frequently build dams in the creek that then cause the waters to overflow the banks onto the Rail Trail (see photo). Other animals such as birds, rodents, and larger mammals like deer and moose can also be seen along the corridor.

The Rail Trail is known to have wetland areas along its length. Park City has conducted wetland delineations in the past, and project team members also completed a desktop wetland determination to identify potential wetland

locations. These are shown in **Figure 10**. More information on recommended actions relating to wetlands and trail improvements can be found in the [“Trail Recommendations”](#) section of this Plan.

The Rail Trail corridor is also within a known area of mine-impacted soils. The Richardson Flat Tailings site covers over 2,700 acres northeast of Park City, along the Rail Trail and Silver Creek between Prospector and I-80. The site consists of four operable units (OUs). The Rail Trail is partially within the Soils Ordinance Boundary, identified by the City, and contaminated soils issues will need to be addressed as trail improvements take place. More information on contaminated soils issues around the Rail Trail is available in the [“Trail Recommendations”](#) section of this Plan.



LEGEND

-  Water
-  Wetland





Figure 10: Potential Wetland Locations

The background of the slide is a photograph of a paved road curving to the right, bordered by green trees and a clear blue sky. In the foreground, a wooden fence made of vertical posts and horizontal rails runs across the frame. A dark blue rounded rectangle is overlaid on the left side, containing the title text. Two light blue horizontal bars are positioned below the fence line on the left side.

PUBLIC ENGAGEMENT AND OUTREACH PROCESS



3. PUBLIC ENGAGEMENT AND OUTREACH PROCESS

The Park City Rail Trail Master Plan relied on public input to inform its content. The project team hosted regular interactions with a stakeholder committee, solicited comments through a City-hosted website, held multiple public meetings, and sent out a survey. This Plan sought to engage the Rail Trail-using public as a key decision-maker in what the future of the Rail Trail will be.

OUTREACH GOALS

The overarching goal of the Rail Trail Master Plan outreach process was to strive for a broad range of meaningful public participation during the planning process. Stakeholders and members of the public were invited to feel ownership over the process and stay informed about the Plan's findings.

The purpose of outreach activities associated with the Park City Rail Trail Master Plan were to:

- » Educate stakeholders and community members on key issues and objectives
- » Prioritize the community's desires and needs
- » Allow the project team to learn from the community
- » Create confidence in the planning process to help achieve public ownership in the final Rail Trail plan and built projects

SUMMARY OF PAST OUTREACH EFFORTS FROM OTHER PLANS AND STUDIES

Outreach methods used in recent planning efforts were assessed to create a successful outreach strategy that resulted in gathering invaluable information without creating burnout or engagement fatigue among participants. This was an important step to understanding the methods that were used and what questions were asked about transportation in the recent past. **Table 1** outlines the previous planning projects and their associated engagement strategies.



Table 1. Previous Plan Engagement Strategies

PLANS	YEAR	IN- PERSON PUBLIC MTGS	ONLINE MTGS	SURVEY FORMAT	INTERVIEWS, FOCUS GROUPS, WORKSHOPS, CHARETTES	SITE TOUR	WEB SITE
Park City General Plan	2014	2	?		?	-	✓
Park City Community Visioning	2009	2	✓		✓	-	✓
Quinn's Junction Plan	2004	-	-	-	-	-	-
Summit County Active Transportation Plan	2019	-	-		-	✓	✓
PSPOA Improvement Projects Master Plan	2015	2	-	-	✓	-	-
Park City Forward	Ongoing	At least 2	-		?		✓

 = Online Survey

 = Smart Phone-based Survey

 = Paper Survey

Previous planning efforts have utilized many forms of public engagement related to transportation. Many of the previous efforts utilized a website, and often an online or in-person survey was given.

As in previous planning efforts, this Plan also created an engagement plan for outreach efforts. While there is some overlap with the methods used in previous efforts, there were also unique engagement

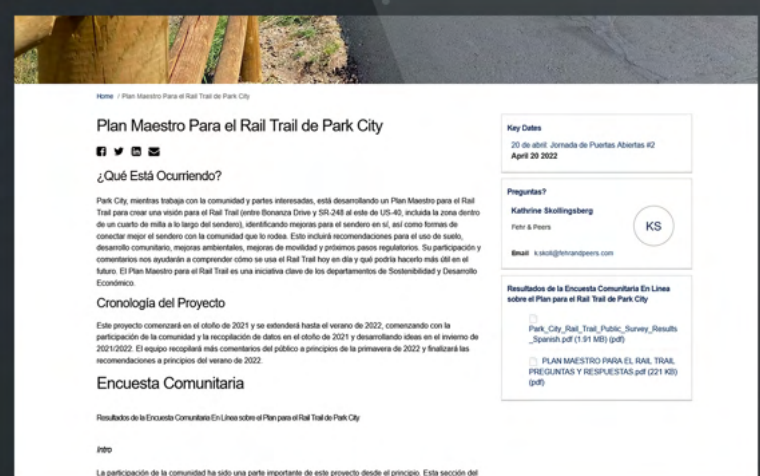
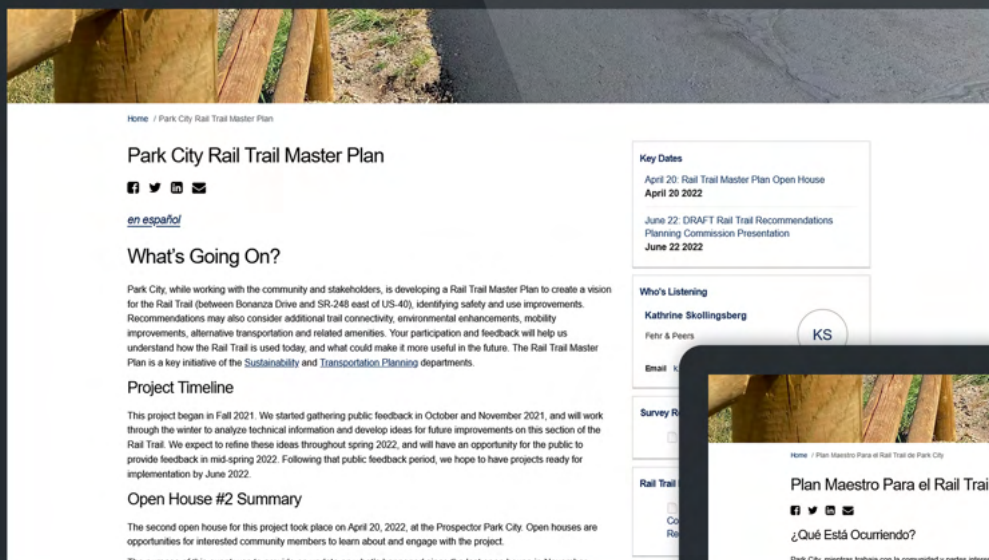
methods such as a stakeholder walking tour and trail intercept surveys. In addition, the project team was mindful of refreshing any information used in public engagement materials that might have been used in previous efforts to prevent participants from feeling like they repeatedly answered the same question.

In addition to targeted stakeholder outreach, the team delivered a public outreach

program aimed at reaching diverse audiences throughout the community. The project team collected public feedback during initial phases of Plan development through both an online survey and face-to-face interactions with members of the public at an in-person open house. For this Plan, the project team sought public input through several major outlets, as outlined in **Table 2**.

Table 2. Project Outreach Activities

TYPE	DATES	PURPOSE
Traditional in-person open houses	November 17, 2021	Engage directly with the public at an event dedicated to the plan, with staff present to answer questions.
	April 20, 2022	
Trail Intercept Survey	October 1 - 2, 2021	Engage directly with the people who use the trail.
Stakeholder Walking Tour and Recommendations Review Meeting	November 16, 2021 April 5, 2022	Engage directly with stakeholders, give them a first-hand experience of the trail, hear their feedback on proposed recommendations.
Public User Group Survey	January 12 – February 14, 2022	To determine who uses this trail, who would like to use it, and what they want the trail to look like in the future.
Project website in English and Spanish: https://engageparkcity.org/rail-trail-espanol https://engageparkcity.org/rail-trail	Ongoing	The website is geared towards providing information related to the project and is updated on a need-be basis.



PARK CITY RAIL TRAIL MASTER PLAN STAKEHOLDER COMMITTEE

The stakeholder committee was comprised of representatives from a range of interests within the project area. The group included:

- Residents and people who recreate on the Rail Trail
- Local champions and advocacy groups
- Prospector neighborhood HOAs
- Prospector Square Property Owners Association (PSPOA) members
- Educational institutions
- Community-based organizations
- Community officials

Comprised of stakeholders from the public and private sectors, the steering committee acted as a sounding board for the duration of the Master Plan effort. Feedback from stakeholders was gathered throughout the plan's development, reflecting what was heard from the broader community.

The stakeholder committee met three times throughout the planning process. They were involved in setting the plan's tone and direction through feedback on analysis and recommendations on engagement strategies. **Table 3** outlines the stakeholder committee members involved in the project.

Table 3. Stakeholder Committee Members

NAME	AFFILIATION
Kyle Avery	Chatham Hills/Crossing HOA
Alex Butwinski	At-large
Spencer Byrne	All Season Adventures
Mary Closser	Recycle Utah
Craig Dennis	Prospector Square POA
Cariss Despain	Park City Heights HOA
Bob Edmiston	Park City School District
Sally Elliot	Prospector Park HOA
Todd Fisher	Silver Star Ski and Sport
Matt Genther	Park City Heights HOA
Linda George	Chatham Hills/Crossing HOA
Ian Hartley	Mountain Trails Exec Director
Stanton D. Jones	Silver Mountain
Kathy Kahn	At-large
Mike Lewis	Vail Resorts
Megan McKenna	Park City High - APES

NAME	AFFILIATION
Carolyn Murray	Resident
Ed Parigian	Recreation Advisory Board
Bo Pitkin	At-large
Deanna Rhodes	People First Streets Project Lead
Amy Sell	Prospector Resident
Mary Christa Smith	Central Park Condos
Cheryl Soshnik	Senior Center
Shirin Spangenberg	PC Chamber Board
Meg Steele	Recreation Advisory Board
Patricia Stokes	Sun Creek Condo
Adam Strachan	At-large
Jack Walzer	Jans/White Pine
Meeche White	National Ability Center
Ginger Wicks	HPCA
Hallie Wintzer	Resident
Nann Worel	Park City Council

STAKEHOLDER COMMITTEE RAIL TRAIL WALKING TOUR

On November 16, 2021, the project team and stakeholder committee conducted a walk audit of the Rail Trail. The purpose of which was to get the stakeholders to

- Experience the Rail Trail first-hand
- Evaluate how comfortable this trail is for people who walk and bike
- Think about the needs and opportunities of the trail, both now and in the future
- Spark ideas of what the trail could look like in 5, 10, or even 20 years

Participants were given a handout to help them keep track of the different elements that were being assessed. Along the way, project team members facilitated conversations with stakeholders to gather additional feedback and input on the Rail Trail.



PROJECT WEBSITE

Interested members of the public submitted comments and requested feedback through the project website, which was presented in English¹ and Spanish². The website contained a comment submission form where the public could submit their questions, comments, and feedback. There were 18 total questions submitted by the public, to which the questions and responses were posted online.

INTERCEPT SURVEYS

In-person surveys were conducted on the Rail Trail at Bonanza Drive/Comstock and at PC Heights on a Friday and Saturday in early October. One hundred thirty-two responses were collected from 213 people (groups were surveyed as one response; the average group size was 1.61 people).

Intercept Survey Results

Initial statistics on the observed trail users:



Common feedback from trail users included:

- Trail location was the most common favorite aspect of the trail (31%), followed by the paved nature of the trail (23%) and the lack of cars (17%)
- The most common suggestion for improvement from users was to improve wayfinding (16%). This was followed by delineation of modes (13%), improved crossings (8%), extended pavement (8%), and regulation of e-bike speeds (8%)

The Rail Trail seems to be in a convenient location for many users, such that the majority of users frequent the trail more than once per week. While the trail provides a paved refuge from vehicular traffic, users seem to feel constrained and/or in conflict with other modes (would like to see a delineation of modes, improved crossings, extended pavement, and regulation of e-bike speeds – totaling 37% of responses). Additionally, trail users interviewed indicated a high level of satisfaction with the trail but indicated a need for more separation between users, and more wayfinding.

¹ <https://engageparkcity.org/rail-trail>

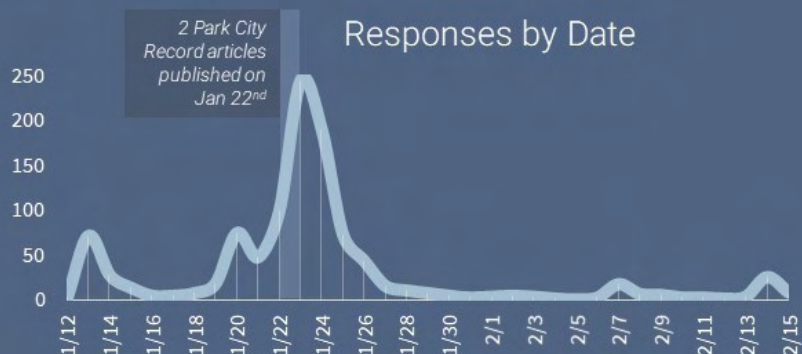
² <https://engageparkcity.org/rail-trail-espanol>

PUBLIC USER GROUP SURVEY

The latest in a series of outreach efforts is an online public survey to help understand how the Rail Trail is used, what could make it more useful, and who is (or is not) using the trail today. The survey was conducted in both English and Spanish and was available online between January 12 and February 14, 2022. Overall, 1,034 total respondents took the survey. Of those, 97% indicated that they had previously been on the Rail Trail.

Overview

- **1,034** total responses
 - **1,031** in English
 - **3** in Spanish
- Peak response date:
 - January 23rd with **244 responses**



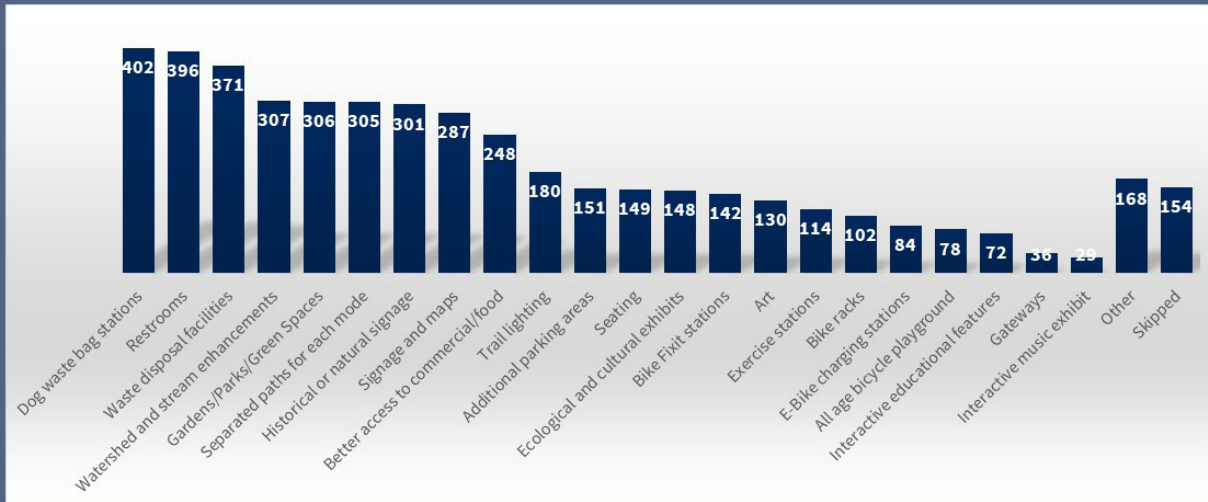
Of those who had been on the Rail Trail:

Respondents indicated that they used the Rail Trail less in the winter than they did the rest of the year. Most used the Rail Trail for recreation and exercise, but many said they used it to get to other trails or parks. Many respondents walk, bike, or drive to the Rail Trail, while others get there by other means, including horses, rollerblading, roller skiing, and cross-country skiing. Once there, the primary modes of

transportation included walking, biking (this includes commuter, mountain, and e-bike), cross-country skis, and snowshoes. The trail is being accessed at various locations, including Round Valley, Prospector, White Pine/Iron Horse, and Bonanza.

When asked what amenities they wanted to experience along the Rail Trail, respondents indicated a preference for the following (from highest demand to lowest demand):

9. What amenities do you want to experience along the Rail Trail? (select all that apply)



Overall, respondents wanted to see more connections made, including at Quinn's Junction, Park City Heights, and Jordanelle. In addition, many felt that design features such as signage and striping, overcrossings/bridges, and separating the trail by mode would help improve the overall experience. In total, 877 of the 1,034 survey respondents provided feedback that they would like some sort of improvement to the Rail Trail.

For those who had never been on the trail:

The 3% who had never been on the Rail Trail before stated that some common barriers they encountered were the lack of trail access from where they are, no available parking in locations where they would typically access the trail, and that the trail lacks important amenities. They felt that amenities such as directional/wayfinding signage, restrooms, trash, and dog waste stations would encourage them to try the Rail Trail.

Other Comments:

When asked what other feedback people had about the Rail Trail, about 47% of people who took the survey responded with additional specific thoughts and suggestions for recreational amenities, community development, environmental enhancements, or mobility improvements. Some comments included a desire to keep the Rail Trail as natural as possible, with roughly 5% of survey respondents indicated they would prefer to leave the Rail Trail as it is now, without any additional changes or improvements. Other comments focused on improving ongoing trail maintenance and creating more connections, with strong themes around signage regarding trail etiquette and separating paths by mode.

PUBLIC OPEN HOUSES

Open houses are opportunities for interested community members to learn about and engage with the project. Two open houses took place during this project, one at the start of the project to solicit ideas and help identify issues, and the second open house took place about three-quarters of the way through the project to solicit feedback on the proposed ideas and recommendations developed from the public feedback. The feedback received at the open houses helped Park City and the project team identify and refine the plan for the Rail Trail.



Public Open House #1

A public open house was conducted on November 17, 2021. Participants shared comments and suggestions for what to keep the same and what to improve along the Rail Trail. Open house participants were asked, "What do you like most about the Rail Trail?" to assist in developing draft goals for the Rail Trail Master Plan. The responses received at the open house, with more than fifty participants, fit broadly into two categories:

- Trail users value the Park City Rail Trail as a separate facility for multimodal uses that accommodates all ages and abilities with limited or no conflict with motor vehicles
- The scenic beauty of the Park City Rail Trail and the opportunity to interact with and/or observe nature along the Master Plan area is seen as a vital asset by trail users





Public Open House #2

A second public open house was conducted on April 20, 2022. This event drew 50-60 members of the public who provided feedback and comments on potential amenities, proposed trail cross-sections, and how important each of these ideas and recommendations was to them. Prominent feedback included:

- Disapproval of the concept of lighting along the trail
- Hesitation around the proposed width of the trail and its environmental impact
- Doubt that mode separation would be enforced

Nearly 200 comments were received from participants that enforced the recurring themes we've heard from the community regarding user safety and comfort, additional wayfinding and interpretive signage, additional opportunities to sit and rest with shade structures, connecting to key destinations, and preserving the natural habitat along the Rail Trail. Input also included:

- People supported separating uses such as pedestrians and bikers but had concerns about the proposed 25' width of asphalt as noted in the presented cross-section.
- People were supportive of the Wag'on Path as a means to provide additional separation of uses and as a means of allowing off-leash dog activity.
- People wanted clear and effective enforcement of etiquette and off-leash dogs,
- People wanted to keep the Rail Trail as natural as possible, preferring no lighting or very low-level lighting placed only at intersections or trailheads.

Participants were also asked how important each of the proposed ideas and recommendations were to them. Many felt that widening the trail, grooming the trail for winter use, and improved trail crossings and street crossings were high priorities, whereas dark-sky-friendly trail lighting, electronic trail counters, and trail signage adoption programs were low priorities.

RECURRING THEMES FROM THE PUBLIC ENGAGEMENT AND OUTREACH PROCESS

PRIMARY THEMES



SAFETY

Primary Theme

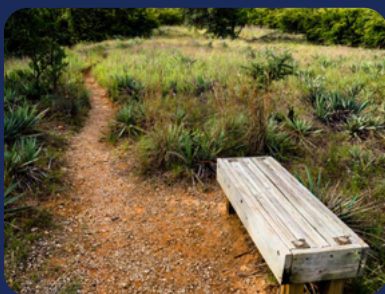
Stakeholders expressed ideas that would improve the safety and user experience on the trail, including separating the trail by mode, such as either a path that runs adjacent to the current trail or striping that separates the different modes on the existing trail. All without widening the existing trail more than necessary. Other safety elements included visible enforcement of trail rules (including off-leash dogs) and yield priorities, and improved crosswalks in areas where the trail crosses the road, such as the crossings at Wyatt Earp Way, Richardson Flat Road, and SR-248.



SIGNAGE AND WAYFINDING

Primary Theme

Participants expressed a strong desire for better signage and wayfinding both at the start and throughout the trail, including maps, trail etiquette/rules, etc. The comments ranged from right-of-way/yield prioritization signs, and points of interest signs that included commercial areas, to historical and educational signage



SEATING

Primary Theme

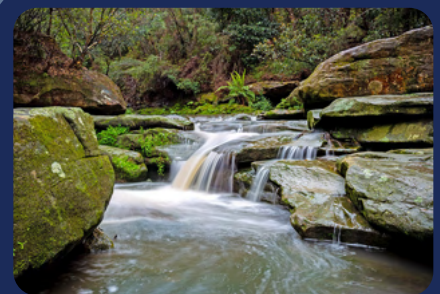
Stakeholders expressed a desire for more seating and benches along the trail.



BETTER ACCESS TO DESTINATIONS

Primary Theme

This included improved connectivity to other trails, commercial areas, and other destinations such as schools and residential areas.



PRESERVING NATURAL HABITATS

Primary Theme

Stakeholders wanted any improvements and enhancements to impact the surrounding areas and wildlife as little as possible.

SECONDARY THEMES



MAINTENANCE AND FACILITIES

Secondary Theme

This included the need for more trash and recycling facilities, restrooms, and additional parking opportunities for cars and bikes throughout the trail.



PROGRAMMING

Secondary Theme

Participants expressed ideas around programming on the Rail Trail, including potentially hosting events on the trail such as music festivals, art walks, or farmer's markets.





TRAIL RECOMMENDATIONS



4. TRAIL RECOMMENDATIONS

OVERVIEW

This section describes recommended improvements for implementation, which build on planning documents and public input.

TRAIL RECOMMENDATIONS

WIDEN RAIL TRAIL FROM BONANZA DRIVE TO SR-248

A primary recommendation of this Plan is to widen the Rail Trail footprint. Users of many different recreational modes of transportation utilize the Rail Trail. Outreach events indicated that lower-speed users (pedestrians) often feel unsafe due to the proximity of higher-speed users (cyclists). To minimize this concern, the Rail Trail should be widened to 18 feet. This widened

cross section will include ten feet of asphalt pavement for cyclists, using striping and stencils to delineate the direction of travel, and eight feet of a crushed-rock surface for pedestrians which will be ADA accessible. Pedestrians will be on the south side of the trail (closer to the hillside), and cyclists will be on the north side of the trail (closer to SR-248). The preferred cross-section is shown in **Figure 11**.

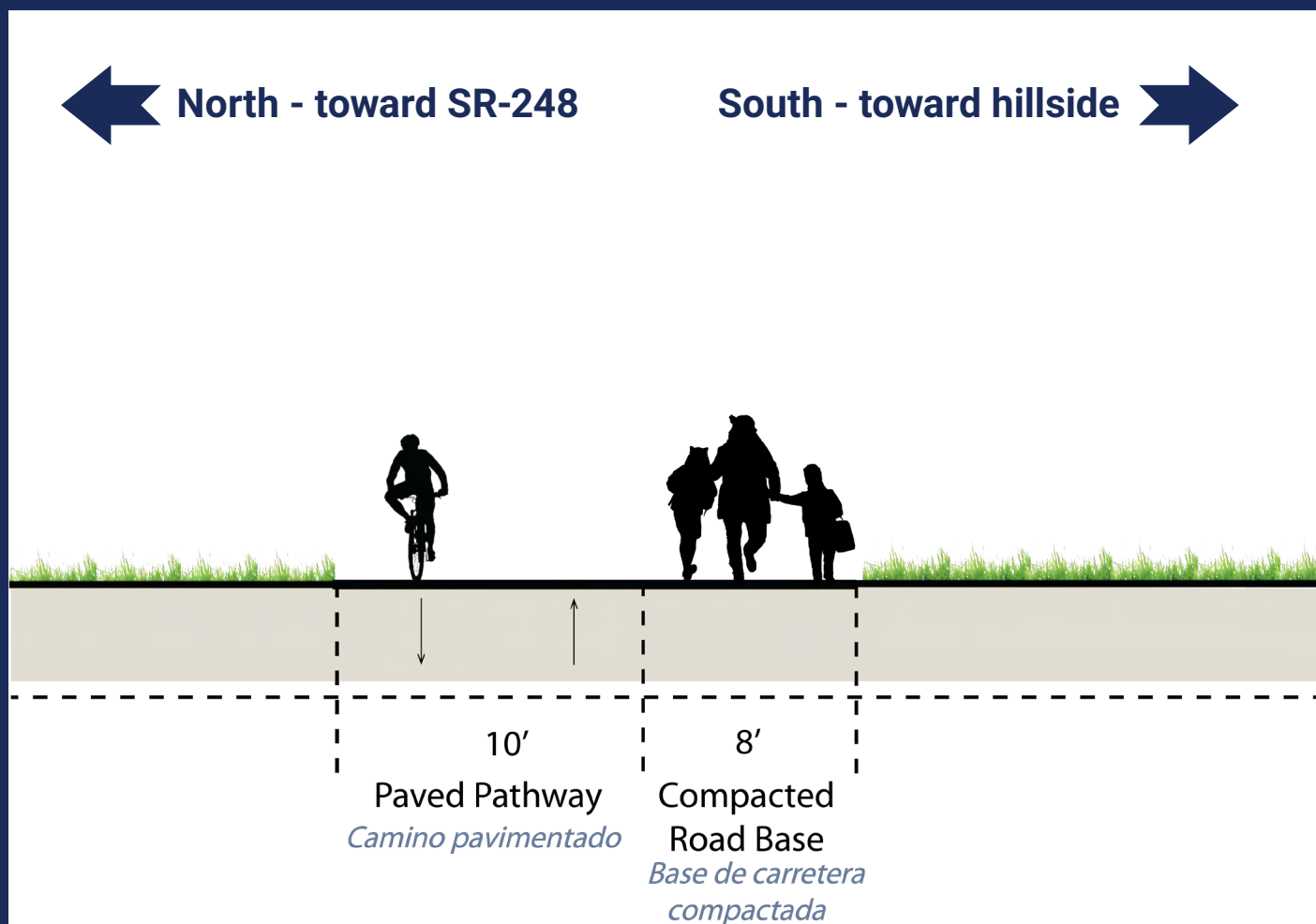


Figure 11. Proposed Typical Rail Trail Cross-Section (Source: GSBS Architects)

TRAIL AMENITIES AND NODES

This Plan recommends adding a range of amenities for trail users at nodes along the Rail Trail corridor. Nodes are locations along the trail nodes where action happens. This could be at a trail access point, a trail crossing or diversion, or near an activity center. Nodes are locations where trail users are likely to congregate. Thus, amenities should be focused on these locations. All nodes need to be reachable via the trail corridor or an adjacent roadway for maintenance. To provide a variety of amenities within an accessible distance throughout the length of the trail, nodes are distributed throughout the Plan area. Recommended nodes are classified as major and minor to differentiate expected levels of activity and the scale of amenities provided. Proposed node locations are shown in **Figure 12**.

Major Amenity Nodes

Major nodes provide the most amenities as they are a location where trail users are most likely to gather. Major amenity nodes can include restrooms, trailhead parking, outdoor dining space, lighting, wayfinding/orientation maps, waste receptacles, pet waste bag dispensers, and benches. These nodes could also include a collection of chairs/seating/tables around urban areas of the trail, creating spaces for people to socialize, take meals from food trucks, meet with friends, or engage in other social activities. Major nodes should comply with design requirements defined by the Americans with Disabilities Act (ADA) and accommodate all trail users.

Major amenity nodes are proposed near White Pine, Silver Mountain, Euston Drive, and Richardson Flat Road, as shown in **Figure 12**.



Minor Amenity Nodes

Minor amenity nodes offer a portion of the amenities found at major nodes: benches, lighting, waste receptacles, and pet waste bag dispensers. These nodes are proposed near Comstock Drive, Wyatt Earp Way, Euston Drive, and Richardson Flat Road, as shown in **Figure 12**.

Dark-Sky-Friendly Trail Lighting

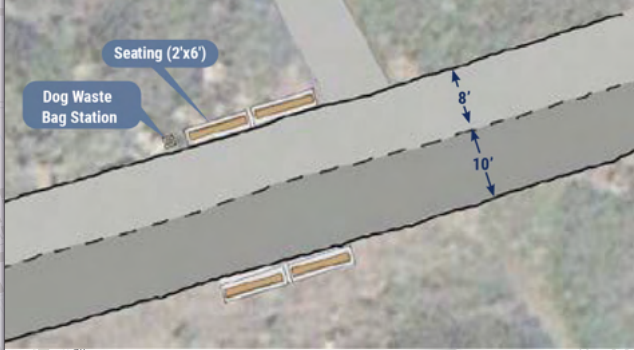
Lighting helps pedestrians and cyclists feel more comfortable and safer after dark, allowing extended recreation and transportation. The natural beauty of Park City is one of its greatest assets, and controlling light pollution, using necessary lighting levels, and appropriate lighting design are all needed to ensure that Park City's noteworthy beauty is not affected. Public feedback on the need for lighting was mixed: some people felt it was needed to improve safety, while others argued against potential light pollution impacts. This Plan proposes lighting only at restroom locations and at trail crossings at roadways; **there would not be any other lighting installed along the rest of the corridor**. Lighting should be dark-sky friendly and should not stay on past 11:00 pm in accordance with Park City code. Down-lit bollard lighting should be fully shielded to reduce the amount of light absorbed into the night sky. Furthermore, utilizing solar light fixtures



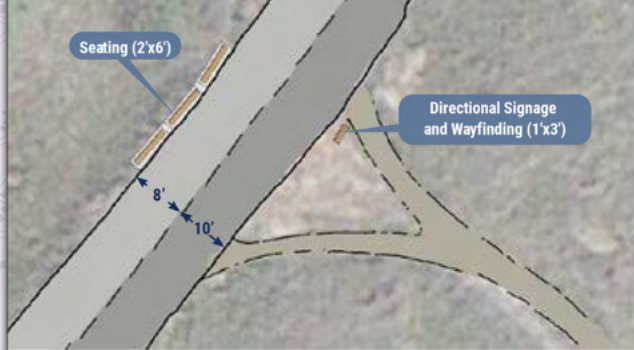
LEGEND

- Potential Major Trail Node
- Potential Minor Trail Node
- Rail Trail
- Quarter-mile buffer

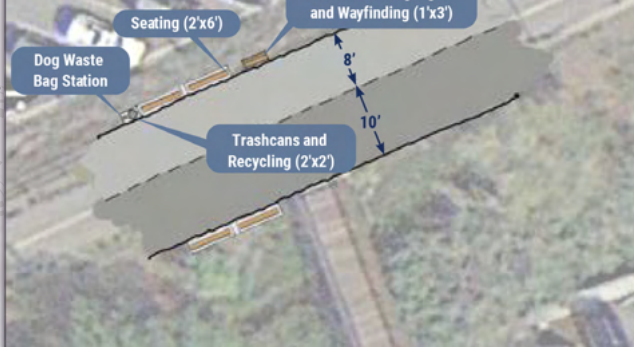
MINOR TRAIL NODE 1



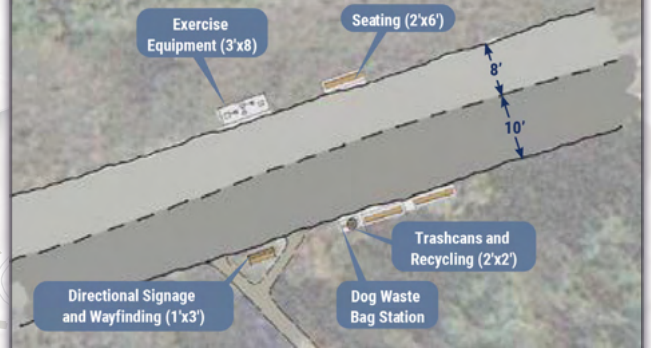
MINOR TRAIL NODE 2



MAJOR TRAIL NODE 1



MAJOR TRAIL NODE 2



MINOR TRAIL NODE 3





Figure 12. Proposed Major and Minor Node Locations Along the Rail Trail .

will minimize environmental impacts from implementation and operation.

ACTION ITEMS

This Plan identifies action items for Park City to fulfill as this project moves forward into implementation. Action items are separated into short-, medium-, and long-term categories depending on the amount of work required for each item and the tasks that might precede it.

Short-Term (2022 – 2023)

TRAIL SURFACE STRIPING IMPROVEMENTS

Many of the recommendations discussed in this Plan will take several years to implement. In the immediate near-term, to enhance the safety of all trail users, spaces should be defined and striped to separate pedestrians from cyclists. The current ten-foot pavement width can be striped with a centerline to indicate space for cyclists (on the north side, closer to SR-248) and pedestrians (on the south side, or the side closest to the mountain).

ESTABLISH DESIGN SPECIFICATIONS FOR AMENITIES

Park City should establish design specifications for Rail Trail amenities to ensure that the trail maintains the look-and-feel desired by the City and its residents. These should include specifications for:

- Trash and recycling receptacles
- Dog waste bag stations
- Bicycle racks
- Bicycle fix-it stations
- Lighting at restrooms and trail crossings
- Seating
- Shelters

- Possible trees or landscaping
- Exercise equipment
- Picnic tables

The City may also wish to develop a process by which public art pieces are selected and designed for the trailheads. Stakeholders expressed a desire to incorporate art at all trailheads. The City may choose to establish a committee to solicit art proposals and evaluate the submittals for implementation.

ADD SMALL-SCALE AMENITIES

While some of the trailhead amenities discussed in this Plan will require more space and funding, others are relatively simple to implement and can be installed immediately. Many trail users reported a need for more trash receptacles along the Rail Trail, and more locations with dog waste bags to encourage dog owners to pick up after their pets. These amenities will help keep the Rail Trail clean while additional amenities are planned. Park City will need to plan for additional maintenance funds and operations to remove waste in a timely manner and refill dog waste bag stations. Park City could also add more wayfinding signage posts to help trail users reach destinations along the trail, such as Prospector Park, the Prospector Business District, and “the Van” (the body of an abandoned van that was relocated from the wetland areas to a new home near the SR-248/Richardson Flat Road intersection, and which remains near and dear to the hearts of Parkites).

THE WAG’ON TRAIL

During the outreach process, people noted a need for an official off-leash dog trail near the Rail Trail. The Rail Trail itself is not officially an off-leash trail, and Park City does not intend to designate it as an off-leash trail. However, the soft-surface trails that parallel the Rail Trail along the old wagon road could be fully connected and

designated as an off-leash dog trail. This would include parts of the Freemason Trail and the Bonanza Trail near White Pine, and would extend eastwards along the south side of the Rail Trail until Richardson Flat Road.

Implementing the Wag'on Trail involves several action items. Near White Pine, the City should explore a connection to this trail alternative through the Sommer parcel owned by the City, to connect Rail Trail users to the Wag'on Trail without going through private properties on Iron Horse Loop Road. The City should identify other connections that may be needed to create this linear alternative to the Rail Trail, assess whether they are on private or public property, and determine whether easements could be discussed with property holders. Park City also needs to set up regulations to officially allow the Wag'on Trail as an off-leash trail, and determine



the level of enforcement associated with those regulations.

ENVIRONMENTAL MAPPING AND PERMITTING

Riparian features such as Silver Creek, running alongside the Rail Trail, are environmentally sensitive areas that require careful handling and planning. Park City should conduct several environmental surveys as soon as possible to assess environmental resources that may be impacted by trail expansion. This includes field surveys for threatened and endangered species such as Ute Ladies' Tresses, which may only be done at the times of year when these species can be observed. This also includes delineation of wetlands along the corridor. For the purposes of this study, the project team used past wetland delineations that were conducted for previous Park City projects and combined them with a desktop wetland determination to prepare a preliminary wetland map. The results of those efforts helped the project team better understand impacts to wetlands and Waters of the United States as the conceptual alignment of the trail and improvements were identified.

Existing wetlands, and potential impacts to those wetlands, along the Rail Trail corridor require US Army Corps of Engineers coordination and permitting. As the City plans to widen the trail corridor and design adjacent features such as observation areas, it is recommended that the City take the following steps prior to, or concurrent with, the final design of the proposed trail elements:

1. **Wetland Delineation:** A full wetland delineation should be prepared following the US Army Corps of Engineers standards and guidelines. Once prepared, the delineation should either be submitted for an Approved Jurisdictional Determination or it should be submitted as an Individual

404-Permit. The timeframe to prepare documents such as these is 30 to 60 days.

2. **404-Individual Permit:** It is likely, given the larger trail footprint, that permanent impacts to wetlands and Waters of the US will occur due to the widening of the existing Rail Trail and the installation of associated trail features. Therefore, it is recommended that the City prepare and submit an Individual 404-Permit to the US Army Corps of Engineers to determine wetland impacts, project alternatives, and wetland mitigation requirements. An approved permit should be issued prior to the completion of the trail construction documents. The timeframe to prepare the initial permit document could be from three to six months. It should be noted that once the permit is submitted to the US Army Corps of Engineers, the Individual 404-Permitting process can take between six months to two years (or longer) of coordination and mitigation negotiations. The timeframe is dependent upon the US Army Corps of Engineers' current workload, the wetland impacts, alternatives, and mitigation requirements.

As noted in the "[Opportunities and Constraints](#)" section of this Plan, the Rail Trail corridor passes through known areas of contaminated soils in the Richardson Flat Tailings site. Areas within OU-2, OU-3, and OU-4 as well as areas just outside, known as the Park City Landscaping and Maintenance of Soil Cover (The Soil Ordinance. Park City Municipal Code 11-15-1), should have soils screened if excavation is anticipated within those soils. The screening shall include levels of lead and arsenic concentrations, and an action plan shall be prepared for proper disposal of those soils if the levels exceed an allowed threshold. Any soils exceeding an allowed threshold cannot be reused on-site and must be

transported off-site for disposal at an approved soil disposal location.

Park City should prepare a soils management plan during the final design for the Rail Trail to determine an action plan if existing soils are planned to be impacted during construction.

DEVELOP FINAL DESIGN FOR TRAIL IMPROVEMENTS

This Plan identifies high-level conceptual improvements for Park City to begin with, but a more detailed set of design drawings will be needed to support construction activities and to assist in the assessment of environmental issues described above. Park City should retain a consultant to develop this design and coordinate with team members executing the environmental clearance steps identified in this Plan.

WINTER MAINTENANCE COORDINATION

Park City will be relying on the Mountain Trails Foundation to conduct winter maintenance, and should coordinate with that organization to ensure that user group's needs are met on the Rail Trail, now and in the future. Prior to Park City's role as steward of the Rail Trail, the Utah Division of State Parks arranged for a contractor to conduct maintenance, so the transfer of those responsibilities will be a new role for the Mountain Trails Foundation. Clear communication and coordination on roles will help make this a smooth transition.

COORDINATION ON SURPLUS STATE PROPERTY

The Utah Department of Transportation (UDOT) owns land near the Richardson Flat trailhead, some of which is considered surplus property and has no other uses planned for it. Park City should approach UDOT to determine whether some of that land can be transferred to Park City

for use as trailhead parking with a vault toilet. The process of negotiating a change of ownership for this property is likely a long-lead task, which should start immediately in order for the trailhead to be opened alongside the Rail Trail improvements.

IMPROVE TRAIL CONNECTIONS

The proposed approach to improving connections along the Rail Trail is three-fold: adding paved trail connections to high-traffic areas, creating soft-surface trail connections to accommodate different trail uses, and connecting the trail to the Clark Ranch Bike Path. This Plan proposes creating an interconnected system of paved- and soft-surface trail connections. Details of this approach are provided on the following pages and in **Figure 13**.

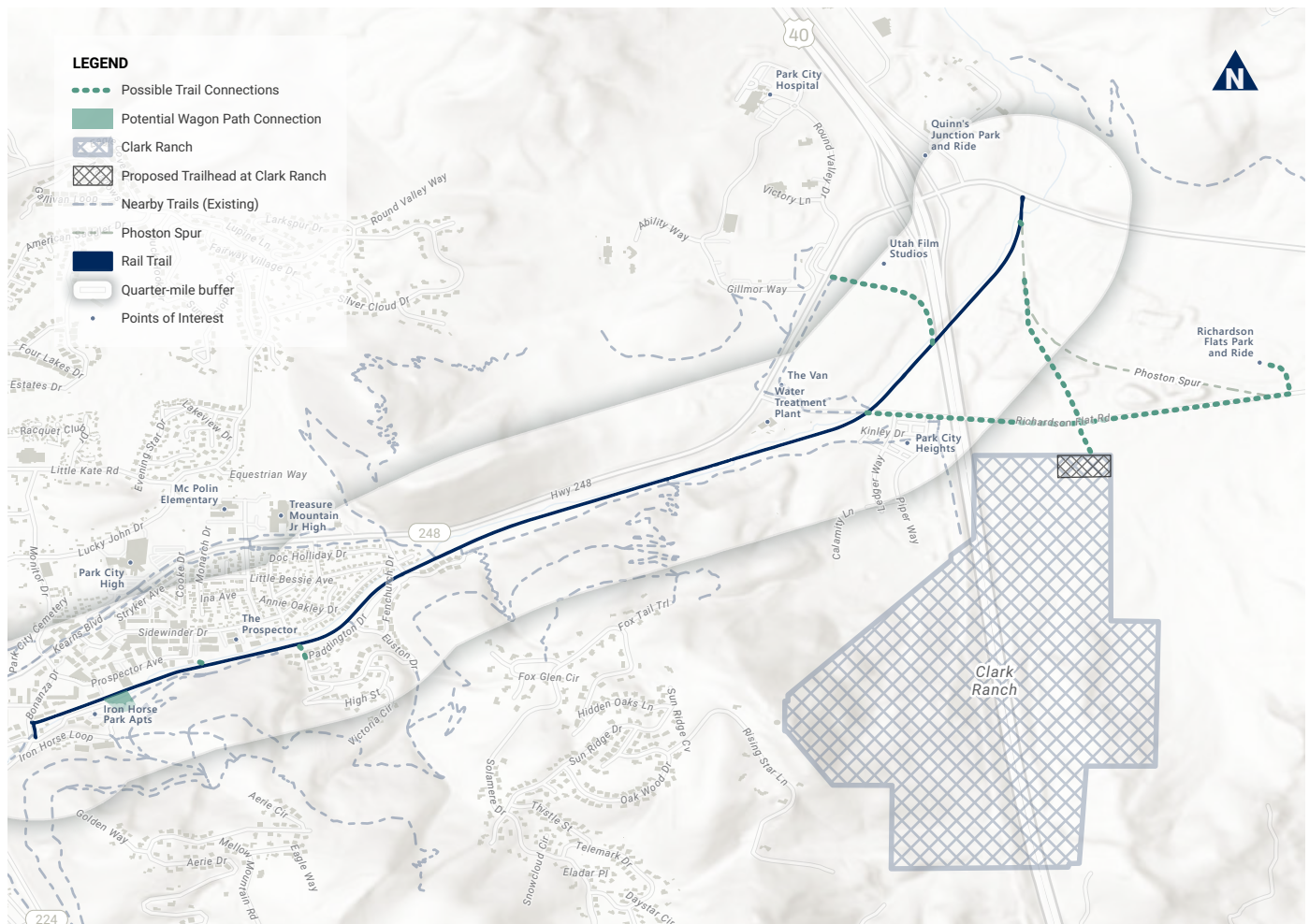


Figure 13 Proposed Trail Connections

Paved Trail Connections

Paved trail connections link the Rail Trail to other destinations. In this plan, the team proposes creating paved surface connections to facilities such as the Phoston Spur, Silver Mountain Spa, Paddington Drive near Euston Drive, and connections to business properties in White Pine/Prospector area.

To accomplish this, the next steps will likely include

- Identify locations where commercial businesses currently face away from the trail and work with business owners to orient businesses towards the trail
- Identify potential right-of-way (ROW) or easement needs
- Coordinate with adjoining jurisdictions where needed
- Share information from the ongoing Park City Active Transportation Plan for connections along the trail
- Design trail connections



Soft Surface Trail Connections

Soft surface trail connections are a nature-based alternative to paved trail connections that create ideal surfaces for runners, joggers, hikers, walkers, mountain bike users, and more. As stated above, this Plan proposes creating an interconnected system of paved- and soft-surface trail connections to maximize the benefits of each.

Soft surface trail connections along the Rail Trail and parallel to it would create links to the existing mountain bike trail network, create more connections between the Rail Trail and Wag'on Trail, and create and improve upon side paths or trails for people learning to mountain bike, connecting to the main trail but away from or adjacent to the corridor.

The next steps will likely include:

- Identify gaps between the trail and mountain bike network
- Coordinate with Park City Active Transportation Plan recommendations
- Identify the surface types (i.e., dirt over road base)
- Identify locations for potential easements and encroachments, consider topography and uphill/downhill sections
- Review existing parallel trails for improvements or extensions along the corridor.
- Coordinate with Basin Rec and/or the Mountain Trails Foundation (MTF) on right-of-way (ROW) needs, trail building, and maintenance.



Connect to Clark Ranch Trail System

Trails on the city-owned Clark Ranch properties are currently being built, and are a prime opportunity to improve trail connectivity for the Rail Trail. This plan recommends connecting the Rail Trail to the Clark Ranch area. In addition, ensure that the Rail Trail/Clark Ranch areas connect to other local and regional sites, such

as the Phoston Spur, Richardson Flat park-and-ride, other trailheads and trails, and National Ability Center (including accessible trails). Possible connections to Clark Ranch are shown in **Figure 13**.



Source: Park City Record

Medium-Term (2023 – 2025)

WIDEN TRAIL SECTIONS AND INSTALL AMENITIES

Once the final design and environmental permitting steps are complete, Park City can move forward with widening the Rail Trail. This Plan recommends moving forward with the Bonanza Drive to Wyatt Earp Way section of the trail first in the 2024 construction season, assuming all design and permitting steps are complete, followed by the section from Wyatt Earp Way to Richardson Flat Road in 2025. This prioritizes widening the trail in the busier sections closer to town, so that the benefit felt by the largest number of people occurs sooner rather than later. As sections of the trail are widened, Park City can install the planned amenities identified in **Figure 12**.

CROSSING IMPROVEMENTS

Within the study area boundaries, the Rail Trail crosses three roads: Wyatt Earp Way, Richardson Flat Road, and SR-248. These crossings were seen as key areas for potential improvements to be addressed in this Plan. Park City is already working on securing funding for a grade-separated crossing at SR-248. Recommended crossing improvements at Wyatt Earp Way and Richardson Flat Road are described on the following pages.



Wyatt Earp Way

In its existing configuration, the Rail Trail crosses Wyatt Earp Way at-grade, with trail users instructed to stop by existing STOP signs. Vehicular traffic approaching the Rail Trail on Wyatt Earp Way is uncontrolled, with Wyatt Earp Way being treated as the major street at what is effectively a four-legged intersection. Drivers are presented with warning signage that the trail is ahead and to expect trail users. The Rail Trail is closed to motor vehicle traffic by horizontal gates on each leg, which require that trail users navigate around these gates and through narrow openings on either side. The existing Rail Trail crossing at Wyatt Earp Way is shown in **Figure 14**. During peak periods, the Rail Trail is more heavily used than Wyatt Earp Way.

Noting that at points west of Wyatt Earp Way, the Rail Trail crosses roads at grade-separated crossings free from vehicular conflict, this Plan proposes to reconfigure the Wyatt Earp Way crossing as follows:

- Implement a STOP control on Wyatt Earp Way, reprioritizing the Rail Trail as the predominant movement at the intersection
- After widening the trail as proposed elsewhere in this Plan, install strategically placed gates that allow trail users to move freely through the intersection and prohibit motor vehicles from accessing the trail
 - At least one bollard on each leg of the trail should be removable to allow for maintenance and emergency vehicle access, or gates should be able to be unlocked and swung open
- Install high-visibility (ladder-style) markings at the crossing to improve visibility of the crossing for approaching drivers, which is critical in a place like Park City with such high volumes of tourists

- Install warning signage on either leg of the trail to notify trail users of the approaching crossing

This reconfiguration of the Wyatt Earp Way crossing should enhance the usability and comfort of the Rail Trail while aligning with the City's goals of improving multimodal connectivity. A conceptual diagram of the proposed crossing improvements is shown in **Figure 15**.

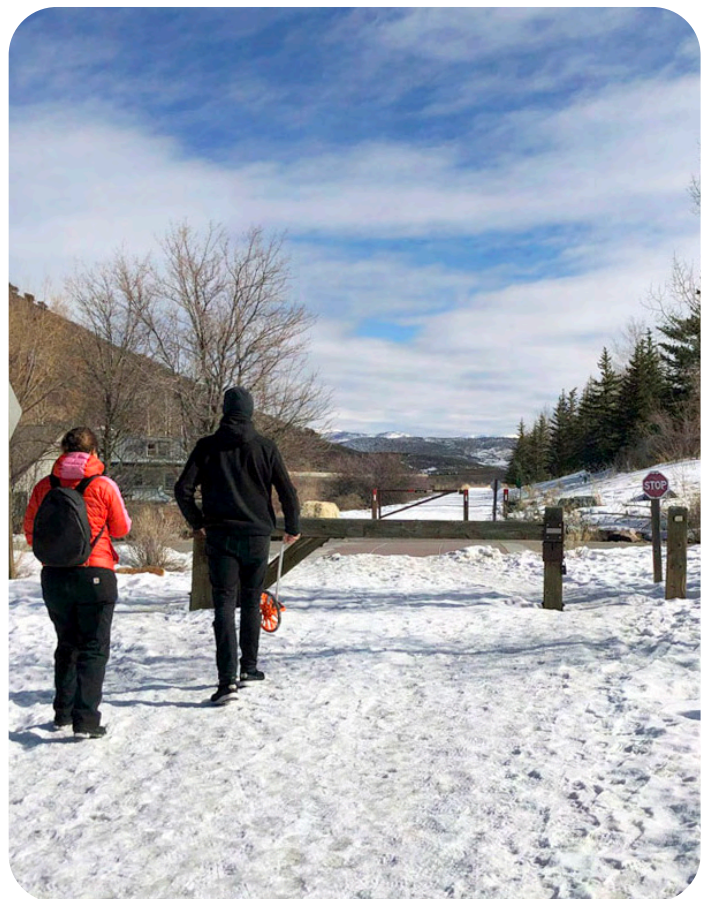




Figure 14 Existing Rail Trail Crossing at Wyatt Earp Way



Figure 15 Conceptual Crossing Diagram for Wyatt Earp Way

Richardson Flat Road

In its existing configuration, the Rail Trail crosses Richardson Flat Road at-grade, with no existing signage directing trail users to stop or yield to vehicular traffic. Vehicular traffic approaching the Rail Trail on Richardson Flat Road is uncontrolled. There is a push button-activated Rectangular Rapid Flashing Beacon (RRFB), which, when activated, alerts approaching drivers to trail users crossing Richardson Flat Road. The Trail is closed to motor vehicle traffic by horizontal gates on either side, which require that trail users navigate around these gates and through narrow openings on either side. The existing Rail Trail crossing at Richardson Flat Road is shown in **Figure 16**.

Noting that the volume of trail users decreases substantially where the Rail Trail is farther from downtown Park City and areas of greater residential density, this Plan proposes to continue to treat Richardson Flat Road as the major street at this crossing. With stopping and corner sight distance (the distances at which trail users can see approaching drivers and vice versa), recommended enhancements at the Richardson Flat Road are as follows:

- Maintain the existing RRFB, though with push buttons placed in more accessible locations, ideally increasing use
- Replace existing single swing gates on each leg of the Trail with staggered, fixed gates that allow for more comfortable maneuvering

while still requiring trail users to slow before approaching the crossing

- Implement high-visibility crosswalk markings to further improve visibility of the crosswalk for approaching drivers

This reconfiguration of the Richardson Flat Road crossing should enhance the usability and comfort of the Rail Trail while maintaining the existing trail alignment. A conceptual diagram of the proposed crossing improvements is shown in **Figure 17**.



Figure 16 Existing Rail Trail Crossing at Richardson Flat Road

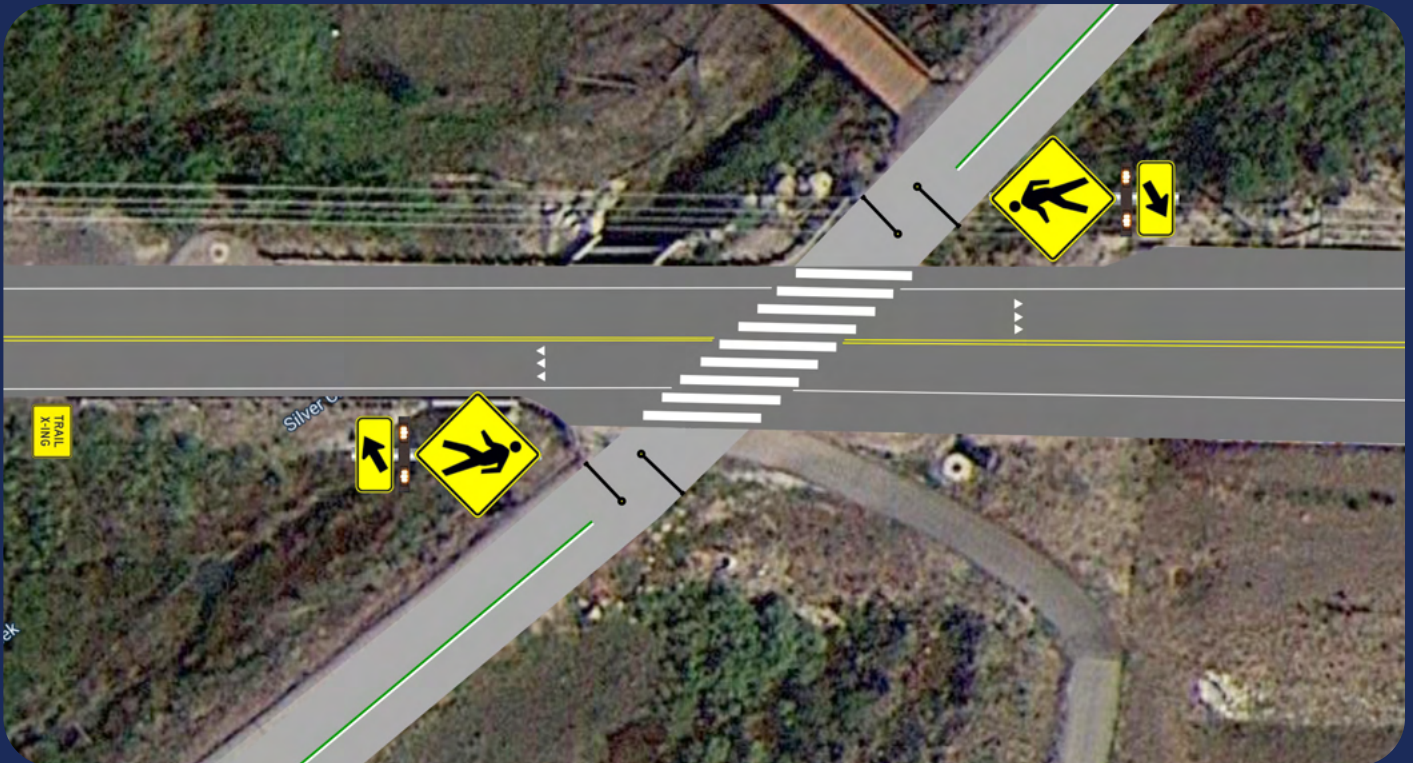


Figure 17 Conceptual Crossing Diagram for Richardson Flat Road

CLARIFY TRAILHEAD MAPS

Park City generally has excellent trailhead maps and trail wayfinding, making it a superior experience for trail users from around the globe. Therefore, opportunities for improvement are limited. One recurring theme that emerged during public outreach was confusion around the color-coded stencils on the Rail Trail surface, which are intended to establish common trail origins and destinations and help trail users get from one place to another. Public feedback indicated that people sometimes did not know what the colors were indicating, or the locations they were connecting. Clearer display of this information on trailhead kiosk maps may help, or increased integration of the “pathway maps” that indicate the color-coded routes with other trailhead signage. Additionally, Park City may want to consider adding more information to maps about potential destinations along the trail, including commercial districts that may be popular spots for tourists and that can be reached by the trail or rail connections.

Trailhead maps could also be updated to include relevant information about trail usage rules. For instance, trailhead maps and kiosks could provide guidance on e-bike use and etiquette when passing pedestrians and other cyclists; post speed limits; inform users on when busiest or quietest times of day on the trail to encourage increased distribution of trail use throughout the day.

DESIGN INTERPRETIVE PANELS

Opportunities abound along the Rail Trail to inform trail users on the history of the corridor and the natural environment surrounding it. The trail already has several interpretive panels providing brief histories of mining in Park City, rail depots, and other topics. At the Rail Trail crossing at Wyatt Earp Way, several objects suggest at the area’s mining heritage but no explanation is

offered. Elsewhere along the corridor, Rail Trail users could learn and be enriched by panels describing the natural habitats along Silver Creek or lessons learned on environmental cleanup efforts at Richardson Flat. Park City can develop a plan for additional interpretive panels and their installation in order to build on the user experience on the Rail Trail.

IDENTIFY WILDLIFE VIEWING AREAS

The Rail Trail corridor is home to many different species of wildlife. Public input made clear the magnitude of enjoyment derived from watching surrounding wildlife along the Rail Trail. To further encourage safe and educational wildlife viewing, Park City should work with natural resource specialists to identify appropriate viewing locations and features. These might include interpretive signage about common species and their habitat, boardwalks, trail diversions, or small structures to shelter from the elements.

Public feedback during this planning process often turned to the topic of continued water flow in Silver Creek, with some participants asking about rumors that the creek’s water was to be shut off upstream. Park City should coordinate internally on the future plan for this drainage and develop messaging to address these and other concerns, such as strategies to keep water moving and prevent stagnation, or investing in plantings that will withstand drier conditions if the stream is rerouted or if water conditions change due to climate change.



Long-Term (2025 – 2027)

FUND, DESIGN, AND CONSTRUCT SR-248 BRIDGE

The SR-248 Rail Trail crossing currently has a basic striped crosswalk and a Rapid Rectangular Flashing Beacon to warn drivers of the presence of trail users. The posted speed limit on SR-248 is 55 miles per hour, which is likely to cause death or serious injuries to trail users if they were to be hit by oncoming traffic. Park City's long-term goal for this crossing is to install a pedestrian bridge to remove this risk for trail users. Trail bridges take considerably more time and funding for implementation than the other enhancements proposed in this Plan. Park City can start working now to apply for funding grants, build partnerships with state and local officials, and create a design for a future bridge that meets the goals of the trail and enhances safety for everyone.

WIDEN RAIL TRAIL FROM RICHARDSON FLAT ROAD TO SR-248

Upon completing the widening of the western sections of the Rail Trail, Park City can move forward with the widening of the final section from Richardson Flat Road to SR-248. Trail crossing improvements at Richardson Flat Road would have been completed in the previous phase of this Plan, and the widening of this section can be timed to coincide with the proposed bridge construction. Trail widening need not wait for bridge completion in order to occur, however, if funding and construction of the SR-248 trail bridge takes longer than anticipated in this Plan.

IMPLEMENT WILDLIFE VIEWING AREAS

After Park City and wildlife specialists have identified appropriate locations for wildlife viewing in the medium-term phase of this Plan,

the City can move forward with adding viewing and interpretive features in these locations. Dedicating space and signage will provide a safe and separate location for viewing and increase awareness of the importance of the natural environment.

COST ESTIMATES

The project team developed cost estimates for the Rail Trail by quantifying the proposed changes to the Rail Trail and applying unit costs to the proposed changes. For most items, unit costs were developed in collaboration with project team members GSBS (e.g., trail lighting, exercise equipment, and trail seating), Park City (trail restrooms), and Bowen Collins Associates (wetlands mitigations). For other items, unit costs were based on historical prices from the Rossi Hill reconstruction project (signage, asphalt, aggregate base), historical prices from comparable projects in California and Washington State (RRFB assemblies, pavement markings, flexible delineators, etc.), or prices directly from vendors (timber pile boardwalk). A high-level cost estimate for these components for the length of the trail is approximately \$2.1 million. This estimate does not include additional costs to account for mobilization, design engineering, construction administration, the SR-248 bridge, or other miscellaneous contingencies. The cost estimate is provided in the [Appendix](#) to this Plan.





FUNDING SOURCES



05. FUNDING SOURCES

OVERVIEW

Implementing these recommendations may require funding from a range of sources, including potential funding sources that exist at the federal, state, and local levels.

Table 4 describes potential funding sources for recommendations included in this Plan.

Table 4. Potential Funding Sources

NAME & DESCRIPTION	MORE INFORMATION
Federal and State Funding Sources	
 State Class B and C Program Fund Class B and C funds can be used for maintenance and construction projects, including active transportation; however, thirty percent of those funds must be used for construction or maintenance projects that exceed \$40,000. The remainder of these funds can be used to match federal funds or pay the principal, interest, premiums, and reserves for issued bonds.	Learn more: www.udot.utah.gov/connect/business/public-entities/local-government-program-assistance View regulations: https://drive.google.com/file/d/10KwUcoo9En7H8yYulOWzZxi3QnFZ6g1K/view
 Safe Routes to School (SRTS) UDOT administers Safe Routes to School (SRTS) funding. This is a \$1.2 Million annual fund to pay for active transportation safety improvements within two miles of schools across the state. Cities apply for this funding which is a reimbursement fund with no matching dollars required. This money can be used for improvements such as new trails or sidewalks, signals, crosswalks, etc.	Learn more: https://site.utah.gov/connect/business/public-entities/safe-routes-to-school-srts-program
 Active Transportation Investment Fund (ATIF) The TIF fund was created in the 2005 Special Session by House Bill 108 and contains revenue from legislative appropriations, sales tax, and vehicle registration fees. In 2018, the TIF was revised to establish a separate fund for Active Transportation projects. These funds are awarded through the State Transportation Commission and administered through UDOT. Projects must be paved, part of the UDOT Active Transportation Plan, provide traffic congestion mitigation on a state highway system, and includes a 40% non-UDOT managed funding match to be eligible for funding.	Learn more: www.udot.utah.gov/connect/about-us/commission/project-prioritization-process

	NAME & DESCRIPTION	MORE INFORMATION
	Transit Transportation Investment Fund (TTIF) The Transit Transportation Investment Fund (TTIF) was created under Senate Bill 136. This new fund, beginning July 1, 2019, allocates state funding from the fuel tax specifically for public capital transit projects. However, Senate Bill 72 opened this fund up to non-motorized projects as well. These dollars can also be used for active transportation projects around transit facilities, but the new infrastructure provides access to transit stops. This UDOT fund has not been distributed for the first time yet, and UDOT has stated that cities will need to apply for their projects to get access to this fund. It also requires 40% matching funds from local governments. Cities can use federal (but not state) dollars for the match. More information on this fund will be developing in the coming years.	Learn more: www.udot.utah.gov/connect/about-us/commission/project-prioritization-process
	Highway Safety Improvement Program (HSIP) HSIP funds are available for safety projects aimed at reducing traffic fatalities and serious injuries. Bike lanes, roadway shoulders, crosswalks, intersection improvements, underpasses, and signs are examples of eligible projects. These funds are administered through the UDOT Highway and Safety Division.	Learn more: www.udot.utah.gov/connect/about-us/operations/traffic-safety
	RAISE Discretionary Grants RAISE discretionary grants, which were originally created under the American Recovery and Reinvestment Act as TIGER grants, can be used for a wide variety of projects. Recent examples of funded projects include dedicated bus lanes in Baltimore, highway and bridge repair in New Mexico, dock replacements in Alaska, and a rail-to-trail project in Arkansas. Overall, USDOT has awarded \$9.9 billion to more than 700 projects. RAISE can provide capital funding directly to any public entity, including municipalities.	Learn more: www.transportation.gov/RAISEgrants
	Federal Lands Access Program This fund is intended to improve transportation facilities that provide access to, are adjacent to, or are located within Federal lands. The fund is administered through UDOT in coordination with the Central Federal Lands Highway Division, which develops a Programming Decisions Committee. The Committee prioritizes projects, establishes selection criteria, and calls for projects. The next call for projects is anticipated for in 2025.	Learn more: https://highways.dot.gov/federal-lands/programs-access

NAME & DESCRIPTION	MORE INFORMATION
State or County Level Funding Sources (Non-UDOT)	
 Recreations Trail Program Administered by the Utah Division of State Parks and Recreation, the Recreational Trails Program required that motor fuel tax revenues generated from motor fuel sales for off-highway recreational purposes be transferred from the Highway Trust Fund to the Trails Trust Fund for recreational trail and facility improvements. This program provides grants for non-motorized and motorized trails, including the construction and maintenance of trails and facilities, staging areas, trailheads, restroom facilities, and trail signing.	Learn more: https://stateparks.utah.gov/resources/grants/recreational-trails-program
 Land and Water Conservation Fund Administered by the Utah Division of State Parks and Recreation, the Land and Water Conservation Fund Act provides federal grants for the acquisition and/or development of public outdoor recreation areas. Any site/facility purchased, developed, or improved with funding from this grant is protected in perpetuity as a public outdoor recreation area.	Learn more: http://stateparks.utah.gov/resources/grants/land-and-water-conservation-fund
 Utah Outdoor Recreation Grant Administered through the Office of Outdoor Recreation, the Utah Outdoor Recreation Grant project helps communities build trails and other recreation infrastructure by awarding matching grants. The grants help enhance recreational opportunities and amenities in Utah's communities.	Learn more: https://business.utah.gov/outdoor-uorg
 Summit County Recreation, Arts, and Parks (RAP) Tax Grant Summit County is currently seeking applications for funding through the County's RAP Tax Special Recreation Bond Grant. The grants are for capital projects only, and trail system operators are among the eligible applicants. Application information will be available in October 2022.	Learn more: https://www.summitcounty.org/980/RAP---Recreation-Tax-Grant
 Summit County Restaurant Tax Grant Summit County administers a grant program for projects and activities that promote tourism in the County. These grants can be used for the development and maintenance of recreational and tourism facilities such as trails, and government entities are considered eligible applicants. Applications are due in April.	Learn more: www.summitcounty.org/868/Restaurant-Tax-Grant

NAME & DESCRIPTION	MORE INFORMATION
Private Funding Sources	
	Community Fundraising Lead agency manages the details, marketing, and range of a community fundraising campaign. Successful examples include Softwalks' Kickstarter campaign for sidewalk amenities in New York City and the use of volunteer labor for trail construction in Springdale, Utah.
	Private Developers Developers can construct the local streets with bike lanes within subdivisions. They may often dedicate right-of-way to trails and parks. Areas with planned or anticipated new growth may include new active transportation facilities provided by the developers. Cities can encourage developers to include active transportation amenities during development review. From small site plans to larger master-planned communities, as city staff and planning commissions review new developments, they can require developers to show how the proposed development will accommodate or enhance active transportation connections.



This page intentionally left blank





APPENDIX



APPENDIX

Conceptual Cost Estimate

Park City Rail Trail Improvements Cost Estimate						
Item Location	Item Description	Unit	Unit Cost [\$]	Source	Quantity	Total Cost [\$]
Richardson Flat Crossing	Standard Sign on Pole Assembly	EA	\$1,000.00	Rossi Hill Reconstruction - Bid A - Item 66 (VanCon)	3	\$3,000.00
Richardson Flat Crossing	RRFB (Solar) Complete System	EA	\$24,658.33	F&P Cost Estimate Tool - Caltrans - Item 00113	2	\$49,316.66
Richardson Flat Crossing	Trail Lighting (Solar)	EA	\$6,000.00	GSBS - PC Rail Trail - Draft Cost Estimate	4	\$24,000.00
Richardson Flat Crossing	Pavement Marking, Yield Symbol	EA	\$51.80	F&P Cost Estimate Tool - WSDOT - Item 6870	6	\$310.80
Richardson Flat Crossing	Pavement Marking, Crosswalk, White, Painted	SQ FT	\$3.23	F&P Cost Estimate Tool - WSDOT - Item 6856	1152	\$3,720.96
Wyatt Earp Crossing	Standard Sign on Pole Assembly	EA	\$1,000.00	Rossi Hill Reconstruction - Bid A - Item 66 (VanCon)	6	\$6,000.00
Wyatt Earp Crossing	Flexible Delineator	EA	\$66.15	F&P Cost Estimate Tool - WSDOT - Item 6832	4	\$264.60
Wyatt Earp Crossing	Trail Lighting (Solar)	EA	\$6,000.00	GSBS - PC Rail Trail - Draft Cost Estimate	4	\$24,000.00
Wyatt Earp Crossing	Pavement Marking, Stop Bar	LN FT	\$7.48	F&P Cost Estimate Tool - WSDOT - Item 6858	22	\$164.56
Wyatt Earp Crossing	Pavement Marking, Crosswalk, Green, Painted	SQ FT	\$3.23	F&P Cost Estimate Tool - WSDOT - Item 6856	250	\$807.50
Wyatt Earp Crossing	Pavement Marking, Crosswalk, White, Painted	SQ FT	\$3.23	F&P Cost Estimate Tool - WSDOT - Item 6856	200	\$646.00
Major Node 1	Dog Waste Bag Station	EA	\$2,250.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$2,250.00
Major Node 1	Seating	EA	\$1,650.00	GSBS - PC Rail Trail - Draft Cost Estimate	4	\$6,600.00
Major Node 1	Directional Signage & Wayfinding	EA	\$8,000.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$8,000.00
Major Node 1	Trash/Recycling Cans	EA	\$1,700.00	GSBS - PC Rail Trail - Draft Cost Estimate	2	\$3,400.00
Major Node 1	Trail Lighting (Solar)	EA	\$6,000.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$6,000.00
Major Node 1	Vault Restroom (Installed)	EA	\$15,000.00	Park City (Heinrich) Cost Estimate	1	\$15,000.00
Major Node 2	Exercise Equipment	LUMP	\$10,000.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$10,000.00
Major Node 2	Dog Waste Bag Station	EA	\$2,250.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$2,250.00
Major Node 2	Seating	EA	\$1,650.00	GSBS - PC Rail Trail - Draft Cost Estimate	3	\$4,950.00
Major Node 2	Directional Signage & Wayfinding	EA	\$8,000.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$8,000.00
Major Node 2	Trash/Recycling Cans	EA	\$1,700.00	GSBS - PC Rail Trail - Draft Cost Estimate	2	\$3,400.00
Minor Node 1	Dog Waste Bag Station	EA	\$2,250.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$2,250.00
Minor Node 1	Seating	EA	\$1,650.00	GSBS - PC Rail Trail - Draft Cost Estimate	4	\$6,600.00
Minor Node 2	Seating	EA	\$1,650.00	GSBS - PC Rail Trail - Draft Cost Estimate	3	\$4,950.00
Minor Node 2	Directional Signage & Wayfinding	EA	\$8,000.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$8,000.00
Major Node 3	Exercise Equipment	EA	\$10,000.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$10,000.00
Major Node 3	Seating	EA	\$1,650.00	GSBS - PC Rail Trail - Draft Cost Estimate	3	\$4,950.00
Major Node 3	Directional Signage & Wayfinding	EA	\$8,000.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$8,000.00
Major Node 3	Trash/Recycling Cans	EA	\$1,700.00	GSBS - PC Rail Trail - Draft Cost Estimate	2	\$3,400.00
Major Node 3	Bike Rack	EA	\$750.00	GSBS - PC Rail Trail - Draft Cost Estimate	5	\$3,750.00
Major Node 3	Bike Fixit Station, Installed	EA	\$1,250.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$1,250.00
Major Node 3	Shelter, Installed	EA	\$195,000.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$195,000.00
Major Node 3	Picnic Table, Installed	EA	\$1,650.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$1,650.00
Major Node 3	Trail Lighting (Solar)	EA	\$6,000.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$6,000.00
Major Node 3	Vault Restroom (Installed)	EA	\$15,000.00	Park City (Heinrich) Cost Estimate	1	\$15,000.00
Minor Node 3	Dog Waste Bag Station	EA	\$2,250.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$2,250.00
Minor Node 3	Seating	EA	\$1,650.00	GSBS - PC Rail Trail - Draft Cost Estimate	2	\$3,300.00
Minor Node 3	Interactive Educational Features	LUMP	\$4,500.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$4,500.00
Major Node 4	Seating	EA	\$1,650.00	GSBS - PC Rail Trail - Draft Cost Estimate	2	\$3,300.00
Major Node 4	Directional Signage & Wayfinding	EA	\$8,000.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$8,000.00
Major Node 4	Trash/Recycling Cans	EA	\$1,700.00	GSBS - PC Rail Trail - Draft Cost Estimate	2	\$3,400.00
Major Node 4	Bike Rack	EA	\$750.00	GSBS - PC Rail Trail - Draft Cost Estimate	5	\$3,750.00
Major Node 4	Bike Fixit Station, Installed	EA	\$1,250.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$1,250.00
Major Node 4	Shelter, Installed	EA	\$195,000.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$195,000.00
Major Node 4	Picnic Table, Installed	EA	\$1,650.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$1,650.00
Major Node 4	Trail Lighting (Solar)	EA	\$6,000.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$6,000.00
Major Node 4	Vault Restroom (Installed)	EA	\$15,000.00	Park City (Heinrich) Cost Estimate	1	\$15,000.00
Minor Node 4	Seating	EA	\$1,650.00	GSBS - PC Rail Trail - Draft Cost Estimate	2	\$3,300.00
Minor Node 4	Directional Signage & Wayfinding	EA	\$8,000.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$8,000.00
Minor Node 4	Interactive Educational Features	LUMP	\$4,500.00	GSBS - PC Rail Trail - Draft Cost Estimate	1	\$4,500.00
Wetlands	Wetlands Mitigations	ACRE	\$75,000.00	Bowen Collins Associates	0.128	\$9,600.00
Trail Surface	Pavement - 3" Depth Asphalt	SQ YD	\$20.00	Rossi Hill Reconstruction - Bid A - Item 59 (VanCon)	13884	\$277,688.89
Trail Surface	Pavement - 6" Thick Aggregate Base - Course ¾" or 1" Max	SQ YD	\$50.00	Rossi Hill Reconstruction - Bid A - Item 63 (VanCon)	17355.556	\$867,777.78
Trail Surface	Pavement Marking, Dotted 4 Inch Stripe, Yellow, Painted	LF	\$3.47	F&P Cost Estimate Tool - WSDOT - Item 6846	15620	\$54,201.40
Trail Surface	Pavement Marking, Bike Symbol	EA	\$106.69	F&P Cost Estimate Tool - WSDOT - Item 6866	158	\$16,857.02
Trail Surface	Pavement Marking, 4 Inch Stripe, White, Painted	LF	\$1.27	F&P Cost Estimate Tool - WSDOT - Item 6806	15620	\$19,837.40
Trail Surface	Bridge - Installed	EA	\$20,000.00	Roseke site average estimate for Ped Bridges	5	\$100,000.00
Items Subtotal						\$2,062,043.57
Mobilization						10% \$206,204.36
Sales Tax						10% \$206,204.36
Contingency						20% \$412,408.71
Design Engineering						10% \$206,204.36
Construction Admin						10% \$206,204.36
Project Total Cost						\$3,299,269.71

Council Agenda Item Report

Meeting Date: September 1, 2022

Submitted by: Michelle Kellogg

Submitting Department: Engineering

Item Type: Ordinance

Agenda Section: OLD BUSINESS

Subject:

Consideration to Approve Ordinance 2022-35, an Ordinance Amending Title 14, Trees/Landscaping; Streets, Sidewalks and Stairs; Streetcuts; Snow Removal; Street Address System; News Racks by Amending Chapter 14-7 Small Wireless Facilities in the Public Right of Way of the Municipal Code of Park City

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Small Wireless Facilities Historic District Design Standards Addendum Staff Report](#)

[Exhibit A: Adopted SWF Design Standards Sec 2 Amendment](#)

[Exhibit B: DAS Options](#)

[Exhibit C: Historic Districts](#)

[Exhibit D: SWF Historic District Design Standards Addendum Ordinance](#)

City Council Staff Report



Subject: Small Wireless Facilities Historic District Design Standards Addendum
Author: John Robertson, City Engineer
Rebecca Ward, Deputy Planning Director
Department: Engineering
Date: September 1, 2022
Type of Item: Old Business

Recommendation

Review the proposed addendums to the Small Wireless Facility (SWF) Design Standards, receive public comment, and consider adopting Ordinance No. 2022-35 to amend the “*Small Wireless Facilities within the City Right-Of-Way Design Standards*.” This amendment would add in Section 2.7 Historic Districts and remove Attachment B Main Street Decorative Lights – 4G & 5G to the Design Standards.

Executive Summary

On December 16, 2021, the City Council approved several documents related to the installation and processing of applications for the installation of SWF within the City right of way (https://parkcity.granicus.com/AgendaViewer.php?view_id=1&clip_id=2539). The documents were prepared in response to the passage of the 2018 Utah Senate Bill 189, Small Wireless Facilities Deployment Act (Act), which allows the placement of SWF by providers within a city’s right of way.

Due to multiple challenges created by the installation of SWF infrastructure within the Historic District (HD) and along Main Street, Design Standards (DS) within the HD were not approved by Council at the December 2021 meeting. Council was informed that an addendum to the DS would be brought back for consideration after additional discussions with providers and consultants specializing in SWF infrastructure occurred.

In addition to specific HD design requirements outlined below, all applications for the installation of SWFs proposed for the HD or within 250 feet of a historic site or HD, will be required to adhere to Section 106 of the National Historic Preservation Act consultation process. Prior to applying to install a SWF within 250 feet of a Historic Site or HD, or to install a SWF within the HD, an applicant shall complete Section 106 review through the State Historic Preservation Office. The goal is to identify Historic Sites and HDs potentially affected by the installation, to assess the effects on the Historic Integrity of Historic Sites and HDs, and to seek ways to avoid, minimize, or mitigate adverse effects.

Background

In 2018, Congress grew concerned that America was losing the “Race to 5G” or fifth-generation (5G) cellular technology. Specifically, Congress was concerned that other countries would perfect large-scale 5G technology and become the world leaders in related technology.

In response, the Federal Communications Commission (FCC) published an order in 2018, which is in part binding and part advisory, reinterpreting the Federal Telecommunications Act (TCA) of 1997 to incorporate 5G technology allowances. In short, local zoning laws were seen

as a significant impediment to 5G deployment in the United States and Congress rectified much of the perceived impediment via their new order.

The TCA already prevented local jurisdictions from zoning in a way that “has the effect of prohibiting the provision of personal wireless services.” The TCA also precluded local jurisdictions from regulating “on the basis of the environmental effects of radio frequency emissions” (i.e. health effects of radio waves). Amongst other things, the new FCC order reversed some decisions, reinterpreting the TCA as more friendly to local jurisdictions and tightening up TCA’s “shot clocks,” i.e. time period during which a local jurisdiction must process installation applications. Under the order, a local jurisdiction cannot “materially inhibit” the provision of wireless services.

In response, the Utah State Legislature passed the Act to enable the placement of SWF within a city’s public right of way, subject to city zoning regulations, and administrative review. SWFs are generally installed on new or existing utility poles but can also be attached to buildings in some cases.

5G wireless utilizes a complex web of “small cells,” aka SWF. The SWF are sometimes advertised as being “the size of a backpack,” although often larger (the claimed size is only the size of the antenna and does not count associated infrastructure, such as electrical and fiber connections). Utilizing high frequency radio waves set by the FCC, each SWF can send and receive a large amount of data over a short distance. Each SWF is in turn connected to an underground fiber connection, a wireless tower, or another small cell.

SWF are often “collocated” on an existing utility pole or other such structure in the public right-of-way. In practice, the wireless providers typically remove an existing street light or sign and replace it with a similar structure with a 5G antenna attached to the top, in addition to other infrastructure located in the pole base. The antennae may be obvious or “concealed.”

The Utah legislature responded to the FCC order by passing the Act (now codified as Utah Code [Section 54-21-101](#) et seq.). The Act purports to implement the FCC order at the state level, but it takes things a step farther. Generally, the Act authorizes wireless providers to install, within the public right of way, SWF on existing structures, “monopoles” supporting small cells, and new and replacement utility poles.

Taken together, Federal law and the Act severely limit a local jurisdiction’s ability to regulate SWF installations. A local jurisdiction has some leeway to implement reasonable aesthetic requirements, especially in historic districts, pursuant to its zoning powers.

On April 7, 2021, the Historic Preservation Board reviewed DS for HD that proposed replacement lights for SWF along Main Street ([Staff Report](#); [Minutes](#), p. 3). The Board’s recommendations were presented to the Council on December 16, 2021. On December 16, 2021, Council approved [Ordinance 2021-50](#) amending Title 14 of the Municipal Code of Park City to establish requirements for the siting and use of SWF within the City right-of-way.

Additionally, Council approved a master license agreement to enter into with all providers, design standards establishing design and specification requirements for the placement of SWF, and application fees to begin the review and approval process. Design standards related to the historic district were not approved at that time, but Council was informed it would be brought back to council for consideration at a date to be determined.

Based on Board and Council input, we evaluated options for the City's HD that did not require replacement lights along Main Street. On July 6, 2022, the Board reviewed the updated DS for HD that eliminate replacement lights along Main Street and proposes a Distributed Antenna System (DAS), discussed below ([Staff Report](#); [Audio](#)) (See Exhibit B).

Analysis

Review Process for Small Wireless Facilities in or near Historic Districts/Sites:

The Act defines a Historic District as a group of buildings, properties, or sites that are listed in the National Register of Historic Places or eligible for listing, or in a Historic District created through municipal land use ordinances and zoning (Utah Code Section 54-21-101(19)).

Utah Code Section 54-21-208 allows municipalities to require "a reasonable, technically feasible, nondiscriminatory, or technologically neutral design or concealment measure in an historic district. . . ." and requires wireless providers to obtain advanced approval from a municipality before collocating or installing a SWF in a Historic District or near a Historic Site.

Review of SWFs in historic districts and within 250 feet of historic districts or sites also triggers State Historic Preservation Office Section 106 review pursuant to the National Historic Preservation Act. The Section 106 review explores measures to avoid, minimize, or mitigate adverse effects on historic properties. This review is a public process, and the City may participate as a consulting party. The community may also participate and provide input.

As a result, the proposed addendum to the DS outlines the review process and establish public notice requirements for any SWFs proposed to be installed in the HD (See Exhibit C).

Placement of Small Wireless Facilities along Main Street:

After multiple discussions with consultants specializing in the design and placement of SWF, we determined that placement of a Distributed Antenna System (DAS) along Main Street minimizes significant impacts to the Main Street aesthetic. As shown in the before/after images of Exhibit B, DAS above existing Main Street lights preserves the existing Main Street light, does not require an increase in base, and results in reduced height increase. Additionally, DAS eliminates the need for equipment boxes because the conduit is underground. Placement of operating equipment will be required but can be placed in a concealed location in an adjoining street or property.

Prioritization for Small Wireless Facilities in Historic Districts away from Main Street

For SWFs that cannot be installed as part of the DAS, the proposed Design Standards prioritize SWFs in the Historic Districts as follows:

- **On-Strand Attachment** – Attachment to an existing utility line.
- **Utility Pole** – Attachment to an existing utility pole.
- **Traffic Signals** – Attachment to an existing traffic signal pole.
- **Streetlights** – Attachment to wood or metal streetlights, or in-kind replacement of a streetlight in height, size, dimension, and materials, excluding decorative Main Street lights.
- **Unobtrusive Collocation** – Collocated on existing wireless facilities wherever possible.
- **Monopole** – Installation of a standalone pole.

The monopole would be required to meet the general Design Standards and would have the appearance shown in Figure 6-1 of the DS.

Proposed Design Standards:

To outline the review process for SWFs in or near Historic Districts/Sites, establish public notice requirements, prioritize the preferred DAS installations along Main Street, and prioritize preferred SWFs in Historic Districts and near Historic Sites not located on Main Street, the proposed Design Standards are as follows:

Section 2.7 – SWFs in Historic Districts or within 250 feet of a Historic District or Historic Site

Preservation of Park City's Historic Character is one of the four core values outlined in the Park City General Plan. In 1979, the Main Street Historic District was listed on the National Register of Historic Places. In 1984, the Mining Boom Era Residences Thematic District, comprised of historically significant residential structures built during the mining boom era, were listed. Additionally, the Park City Historic Sites Inventory includes over 400 local Landmark and Significant Historic Sites that embody the Settlement and Mining Boom Era (1868 – 1893), the Mature Mining Era (1894 – 1930), and the Mining Decline & Emergence of Recreation Industry Era (1931 – 1962).

Goal 15 of the Park City General Plan is to preserve the integrity, mass, scale, compatibility, and historic fabric of the nationally and locally designated historic resources and historic districts for future generations. The City has a significant interest in protecting the aesthetics of the public rights-of-way near Historic Sites (HS) and in the HD. All SWFs proposed to be located within Historic Districts or within 250 feet of the HD or HS are subject to this Section 2.7 and these DS.

SWFs are Prohibited in Historic Districts and within 250 feet of a Historic Site or Historic District – Unless otherwise established through consultation with the State Historic Preservation Office, the presumed Area of Potential Effects for the proposed installation of a SWF is within 250 feet of a HS or HD. SWFs are prohibited in the HD and within 250 feet of a HS or HD, unless the applicant provides evidence for the City Engineer's review and determination showing:

- Adequate coverage cannot be maintained, existing services or capacity cannot be improved, or new services cannot be added to existing facilities unless SWFs are located in the HD or within 250 feet of a HS; and
- The proposed SWF meets all applicable requirements for this Section 2.7, these Design Standards, and Section 106 review, and will complement the character of the HD.

If the applicant demonstrates adequate coverage cannot be maintained, existing services or capacity cannot be improved, or new services cannot be added to existing facilities unless SWFs are located within 250 feet of a HS or HD, or within a HD, and the proposed SWF meets all applicable requirements for this Section 2.7, these Design Standards, and Section 106 review, and will complement the character of the HD, the Applicant:

- Is encouraged to participate in a pre-submittal meeting;

- Shall provide a comprehensive plan for complete coverage of the HD; and
- Is required to complete Section 106 review pursuant to the National Historic Preservation Act prior to applying to install a SWF.

Pre-Submittal Meeting – Prior to submitting a SWF application, applicants are encouraged to participate in a pre-submittal meeting with the Park City Planning Department, the Park City Historic Preservation Consultant, and City Engineer to identify locations for SWFs that do not detract from the Historic Integrity of the HS and/or HD. The applicant agrees the mandatory review time outlined in state law does not start until after the pre-submittal meeting when the applicant submits a complete application.

Section 106 Review – Section 106 refers to the consultation process required pursuant to the National Historic Preservation Act. Prior to submitting an application to install a SWF within 250 feet of a HS or HD, or to install a SWF within the HD, the applicant shall complete Section 106 review through the State Historic Preservation Office. The goal of consultation is to identify HS and HD potentially affected by the installation of a SWF, to assess the effects on the Historic Integrity of the HS or HD, and to seek ways to avoid, minimize, or mitigate any adverse effects.

- Three days prior to initiating Section 106 review, the applicant shall provide public notice regarding the proposed SWF, the Section 106 review timeline, and information on how the public may participate in the Section 106 review, as follows:
 - Mail notice to property owners within a 300-foot radius using the names and addresses shown on the most recently available Summit County tax assessment rolls;
 - Email notice to the City Manager, the City Engineer, and the Planning Director;
 - Post notice at the precise location of the proposed SWF.
- The applicant shall copy the City Engineer and the Planning Director on all correspondence with the State Historic Preservation Office.

Preferred Locations

The following locations are preferred for SWFs within 250 feet of a HS or HD, or within the HD:

SWFs proposed to be installed in the Historic Commercial Business and Historic Recreation Commercial Zoning Districts:

- Distributed Antenna System – shall be installed in compliance with a DAS, as approved by the City Engineer.
 - Antennas for SWFs installed in compliance with a DAS shall comply with the height, size, dimensions, and materials as approved by the City Engineer. (At this time, the dimensions of the DAS are not finalized, but the worst-case scenario is estimated to be an antenna that is approximately 15 inches in height x 14.6 inches in length x 6.4 inches in width)

SWFs proposed to be installed in the Historic Residential Low – Density, Historic Residential – 1, Historic Residential – 2, and Historic Residential Medium Zoning Districts

- **On-Strand Attachment** – Attachment to an existing utility line.
- **Utility Pole** – Attachment to an existing utility pole.
- **Traffic Signals** – Attachment to an existing traffic signal pole.
- **Streetlights** – Attachment to wood or metal streetlights, or in-kind replacement of a streetlight in height, size, dimension, and materials, excluding decorative Main Street lights.

- **Unobtrusive Collocation** – Collocated on existing wireless facilities wherever possible.
- **Monopole** – Installation of a standalone pole.

Design Requirements for SWFs within 250 feet of a Historic Site or Historic District, or within a Historic District

- SWFs shall not be located on any Historic Structure or Historic Site
- SWFs shall not be along the primary façade or lot frontage of a site, building, or structure listed on the National Register of Historic Places and/or Historic Sites designated Significant or Landmark on the Park City Historic Sites Inventory, Land Management Code Section 15-11-10
- SWFs must employ screening, concealment, camouflage, or other stealth techniques to minimize visual impacts
- SWFs shall blend into the surrounding environment and be visually unobtrusive
- SWFs shall be integrated with existing buildings, structures, and landscaping in height, color, style, placement, design, and shape
- To reduce the height and visual impacts of SWFs in or near the HD, to preserve the Historic Integrity of the HD, and to protect pedestrian access in the HD, equipment associated with a SWF shall be placed within 250 feet of the SWF in an underground utility box when possible
 - If utility boxes cannot be undergrounded as determined by the City Engineer, ground mounted utility boxes shall be compact, and shall employ screening, concealment, camouflage, or other stealth techniques to minimize visual impacts
- New SWFs may not be installed in the City ROW adjacent to the Historic Residential Low – Density, Historic Residential – 1, Historic Residential – 2, and Historic Residential Medium Zoning Districts if the curb-to-curb measurement of the ROW is 60 feet wide or less as depicted on the official plat or other measurement provided with the Application, unless the City has given prior written consent based on evidence provided that demonstrates:
 - There is insufficient wireless service to meet the demand in the immediate vicinity
 - There are no other feasible options to provide adequate service along the residential street
 - Preferred to be between curb and sidewalk in park strip; if park strip is available, consider a corner installation before an installation on lawn
- Proximity to existing Historic Structure components such as canopies, awnings, overhangs, balconies, and rooftop decks shall be considered
- SWFs shall be uncluttered and viewsheds shall be protected
- The total number of proposed new facilities by each vendor shall be minimized to the greatest extent possible
- Installation of SWFs shall not disturb or damage historic materials

Exhibits

A – Adopted Design Standards – Sec 2.7 Historic District
 B – DAS Exhibits
 C – Historic District Boundaries
 D – Draft Ordinance 2022-35



SMALL WIRELESS FACILITIES IN CITY RIGHT-OF-WAY



DESIGN STANDARDS

Adopted December 16, 2021, amended September 1, 2022

Table of Contents

1.0 BACKGROUND AND PURPOSE	4
1.1 DEFINITIONS	5
2.0 GENERAL STANDARDS	7
2.1 GENERAL REQUIREMENTS	7
2.2 LOCATION PREFERENCES	8
2.3 SMALL WIRELESS FACILITY (SWF) EQUIPMENT	9
2.4 NEW AND REPLACEMENT METAL POLES	10
2.5 SWFs COLLOCATED ON A POLE	11
2.6 POWER AND GROUND MOUNTED UTILITY BOXES	11
2.7 HISTORIC DISTRICTS	11
3.0 ATTACHMENTS TO UTILITY POLES (includes Park City & Third Party poles)	15
3.1 PURPOSE	15
3.2 STANDARDS	15
Figure 3.1 Attachments To Utility Poles	16
Type A – Utility Mounted Pole Type B – Strand Mounted	16
4.0 ATTACHMENTS TO TRAFFIC SIGNAL POLES	17
4.1 PURPOSE	17
4.2 STANDARDS	17
5.0 ATTACHMENTS TO STREET LIGHTS	18
5.1 PURPOSE	18
5.2 STANDARDS	18

Street Lights Figure 5-1:Unacceptable - Figure 5-2 Acceptable	19
Figure 5-3: Existing Wooden Street Light Pole.....	21
Figure 5-4: Combination Street Light Pole - Cantenna	22
Figure 5-5: Combination Street Light Pole - External Shroud.....	23
Figure 5-6: Combination Street Light Pole - Cantenna and External Shroud	24
Figure 5-7: Combo Street Light Pole - Distributive Power w/ Cantenna and External Shroud	25
6.0 INSTALLATION OF STANDALONE POLES	26
6.1 PURPOSE.....	26
6.2 STANDARDS	26
Figure 6-1: Standalone Pole SWF.....	27
6.3 PLACEMENT REQUIREMENTS	28
6.4 STANDARDS FOR STANDALONE POLES - RESIDENTIAL STREETS LESS THAN 60 FEET WIDE	30
Figure 6-2: Freestanding SWF spacing radius	30
Figure 6-3: Freestanding Pole SWF in City Right-of-Way.....	31
Figure 6-4: Sight Triangle	31
Figure 6-5: Freestanding SWF Location Between Property And Trees.....	32
Figure 6-6: Freestanding SWF Between Property Lines.....	32
Figure 6-7: SWFs In Commercial Area.....	33
7.0 OTHER ATTACHMENTS (Kiosks, Bins, Etc.)	34
7.1 PURPOSE.....	34

7.2 STANDARDS	34
7.3 BASIS OF DESIGN	34
7.4 EXAMPLES OF OTHER ATTACHMENTS	36
8.0 RADIO FREQUENCY (RF) CERTIFICATION REPORT.....	37
8.1 RF EMISSIONS CERTIFICATION TEMPLATE.....	37
Table 8-1: Example of Permissible Exposure Limits*	38
Figure 8-1: Example of FCC General Population Limits	38
Table 8-2: Example of Typical Notification Signage	39
Figure 8-2: Example of Elevation Depiction of the Proposed Equipment Emissions	40
8.2 RF LOCATION CERTIFICATION	40
9.0 TECHNICAL SPECIFICATIONS	42
ATTACHMENT A: MAIN STREET DECORATIVE LIGHTS	51
ATTACHMENT B: MAIN STREET DECORATIVE LIGHTS -- 4G & 5G OPTIONS	52
ATTACHMENT C: PARK CITY HISTORIC DISTRICT BOUNDARIES.....	53

1.0 BACKGROUND AND PURPOSE

Pursuant to Utah Code §§ 54-21-101, et seq., as amended, Wireless Providers are permitted to locate Small Wireless Facilities (SWFs) in the City Right-of-Way (ROW). This network of low-powered micro Antennas provide cellular and data coverage to supplement the Wireless Provider's macro-cellular network. SWFs will improve the Wireless Providers' ability to meet current and future consumer cellular and data needs.

These Design Standards establish design and aesthetic requirements and specifications that all SWF installed within the ROW must meet prior to installation within Park City boundaries. SWFs installed within the ROW are bound to these Design Standards. Deviations from these standards may be approved if reasonable on a case-by-case basis by the City Engineer prior to installation, provided such deviations comply with the Municipal Code of Park City Chapter 14-7 and the Master License Agreement entered into by Park City and the Wireless Provider.

Wireless Providers shall consider the aesthetics of the existing Structures near proposed SWF locations, with special attention given to the details of neighborhoods with unique streetlight assemblies. Unique assemblies may include mast arms, decorative pole bases, architectural luminaires, mounting heights, pole colors, etc. Collocation as defined in Utah Code § 54-21-101 is preferred over new support structures wherever possible if it can be accomplished in a way that better compliments the character of the surrounding area. Wherever feasible the use of infrastructure sharing is encouraged in order to limit the impact of new SWFs.

There are several different SWF installations that are permitted within Park City that are listed below.

- Attachments to traffic signal poles (Requires UDOT approval for State Roads 224 and 248)
- Attachments to streetlights
- New freestanding installations (standalone poles) if collocation is not feasible.
- Other attachments including but not limited to street signs, kiosks, etc.

Collocation of SWFs to structures not owned by the City requires approval from the owner of the structure in question.

1.1 DEFINITIONS

For the purposes of these standards, the following terms shall have the following meanings:

- **ANTENNA:** As defined in Utah Code § 54-21-101.
- **APPLICABLE CODES:** Municipal Code of Park City (MCPC); The International Building Code (IBC); the International Fire Code; the National Electrical Code (NEC); National Electric Safety Code (NЕСSA); as adopted and amended under the State Construction and Fire Codes Act, Utah Code § 15A-1-101 et seq., as amended.
- **APPLICABLE STANDARDS:** The structural standards for Antenna supporting structures and Antennas, known as ANSI/TIA-222, from the American National Standards Institute and the Telecommunications Industry Association.
- **APPLICANT:** As defined in Utah Code § 54-21-101.
- **APPLICATION:** As defined in Utah Code § 54-21-101.
- **CANTENNA:** A structural, weatherproof enclosure that protects an antenna. The Cantenna is constructed of a material that minimally attenuates the electromagnetic signal transmitted or received by the antenna. Cantennas protect antenna surfaces from weather and/or conceal antenna accessory equipment from public view.
- **CITY:** Park City or Park City Municipal Corporation (PCMC).
- **COLLOCATE:** As defined in Utah Code § 54-21-101.
- **DECORATIVE POLE:** As defined in Utah Code § 54-21-101.
- **DESIGN STANDARDS:** These *Small Wireless Facilities in City Right-of-Way Design Standards* adopted by the City Council.
- **FCC:** Federal Communications Commission.
- **HISTORIC DISTRICT OR HISTORIC BUILDING, STRUCTURE, SITE OR OBJECT:** As defined in Land Management Code § 15-15-1.
- **MPE:** Maximum permissible exposure as defined by the FCC.
- **PERMIT:** As defined in Utah Code § 54-21-101.
- **RIGHT-OF WAY (ROW):** As defined in Utah Code § 54-21-101.
- **RMP:** Rocky Mountain Power or its successor.
- **RF:** Radio frequency.
- **RADIO FREQUENCY CERTIFICATION REPORT:** A report to be prepared by and signed by a qualified professional RF Emissions Engineer to accurately record information about each SWF. The report consists of a RF Emission Certification Template and a RF Location Certification. See Section 8 of the Design Standards.

- **STRUCTURE:** Means a Traffic Signal Pole, Standalone Pole, Utility Pole, Wireless Facility, Wireless Support Structure, or Street Light Pole. The term Structure includes any and all forms of existing power supply, conduit, or other form of infrastructure fixtures or equipment for the delivery of power or communication services to such Structure. The term Structure includes the following:
 - **STREET LIGHT POLE:** A pole (wood, steel, or concrete) spaced at intervals along a road or parking lot that provides illumination along the road or parking lot.
 - **TRAFFIC SIGNAL POLE:** A pole (wood, steel, or concrete), which contains a mast arm and other infrastructure to support traffic signal operations.
 - **STANDALONE POLE:** A freestanding pole, sometimes referred to as a monopole (see also Utah Code § 54-21-101, “Wireless Support Structure”), installed for the primary purpose of supporting a SWF. May also be used for lighting or signage as required by the City.
 - **UTILITY POLE:** As defined in Utah Code § 54-21-101.
 - **WIRELESS FACILITY:** Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, Antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless Facility includes Small Wireless Facilities. Wireless Facility does not include: (i) the structure or improvements on, under, or within which the equipment is Collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an Antenna.
 - **WIRELESS SUPPORT STRUCTURE:** As defined in Utah Code § 54-21-101.
- **SMALL WIRELESS FACILITY:** A wireless facility on which each provider’s Antenna could fit within an enclosure of no more than six (6) cubic feet in volume and for which all related accessory equipment whether mounted on a pole or the ground, is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume; electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.
- **WIRELESS PROVIDER:** As defined in Utah Code § 54-21-101.

2.0 GENERAL STANDARDS

2.1 GENERAL REQUIREMENTS

- Structure shall be located relative to property lines per Figure 6.6.
- New or replacement Structures cannot be located within an area designated for snow storage.
- Structure shall be located at the intersection of property lines, or along secondary property street facing.
- Structure shall be located with appropriate clearance from existing utilities.
- Structure shall be located preferably equidistant from adjacent poles.
- In primarily residential neighborhoods, noise shall be limited to 5dBA above ambient sound, not to exceed 30 dBA as measured at a property line. If the SWF does not generate noise, include this information in the submittal so information can be shared with neighborhood. City noise restrictions related to construction apply.
- Due to the number of Structures throughout the City and multiple HOAs or planned communities within Park City, the Applicant shall consider and provide SWF equipment similar to adjacent existing Structures.
- All Structures located within the ROW shall be located such that it meets ADA requirements and does not obstruct, impede, or hinder usual pedestrian or vehicular travel, or interfere with the operation and maintenance of signal lights, signage, streetlights, street furniture, fire hydrants, or business district operations .
- SWFs must not bear signage, advertisement, or unnecessary lighting. The City and FCC may require safety warnings and contact information.
- If Structures are owned by third parties, the wireless provider will be required to provide documentation to the City from the owner that they have obtained permission to install SWFs on the respective Structure.
- All Wireless Facilities not on a Structure shall be located in a ground mounted or underground utility box. Fiber in conduits shall be flush with the Structure.
- Attachments to an enhanced or decorative service area streetlight poles cannot change overall character of light or proportion of the luminaries with the placement of a Cantenna. The lighting level of service cannot be decreased. If possible, all equipment shall be located inside the pole.

- SWFs shall be designed in a manner that allows City workers and contractors to easily shut off radio signals and power while working on pole. (The City has the right to turn off or disconnect for necessary operations).
- Attachments to a Structure should have a smooth transition between the SWF and the Structure and (except for the top of a Cantenna) shall not have any flat surface of more than 1.5 inches to prevent creation of a ledge.
- A new SWF must provide adequate separation from any Park City-owned electronics, backhaul, or associated facilities.
- All SWFs and Wireless Provider-owned Structures shall be maintained by the Wireless Provider in a clean and good condition, free of graffiti, rusting, excessive dirt, and peeling paint. Park City shall have the authority to conduct inspections of the Wireless Facilities and Structures at any time to determine whether such Wireless Facilities and Structures comply with the requirements of these Design Standards.
- A Wireless Provider shall not possess, use, generate, release, discharge, store, dispose of, or transport any hazardous materials on, under, in, above, to, or from any right-of-way except in compliance with all applicable environmental laws and pre-approved by City. Wireless Provider shall promptly reimburse City for any fines or penalties levied against City because of Wireless Provider's failure to comply with environmental laws.
- A Wireless Provider may trim trees overhanging the City right-of-way to prevent the branches of such trees from coming in contact with the Wireless Facilities only with permission and under the direction of the City Engineer and at the Wireless Provider's expense.

2.2 LOCATION PREFERENCES:

- Unobtrusive Collocation on existing wireless facilities wherever possible.
- On-strand attachment to a utility pole.
- Attachment to utility poles.
- Attachment to plain wood or metal streetlights.
- Installation of standalone poles.
- Attachment to traffic signal poles.
- Attachment to kiosks or bins.

2.3 SMALL WIRELESS FACILITY EQUIPMENT

AESTHETICS – All Wireless Facility equipment should match the aesthetics of the pole and surrounding poles.

INTERNAL INSTALLS - Equipment shall be installed within an existing pole when technologically feasible and always on a new pole unless the Applicant proves to the satisfaction of the City Engineer structural feasibility for attachment to an existing pole. Any equipment installed within a pole may not protrude from the pole except to the extent reasonably necessary to connect to power or a wireline.

EXTERNAL SHROUDING - The Antenna shall be contained in a Cantenna and any other equipment shall be contained in an equipment cabinet unless the visual impact can otherwise be reduced by its location on the pole.

ELECTRICAL SERVICE - Requirements per RMP.

WIDTH – In the event of ancillary SWF equipment, the preferred method for storage is either within an existing base cabinet, an aesthetically similar base concealment, or an underground enclosure. In the event these options are not available, a side mounted enclosure may be utilized, with a width not to exceed 16" and an overall volumetric capacity not to exceed four cubic feet.

SIDEARM (OFF-SET) INSTALLS - If permitted, may not allow the furthest point of the enclosure to extend more than 18 inches from the pole.

CONDUITS - All cables shall be in conduits and shall be flush with the pole unless required to be installed inside the pole.

HARDWARE ATTACHMENT - All hardware attachments should be hidden. Welding onto existing equipment is not permitted.

COLOR - All equipment should be painted to match pole aesthetics. Paint should be powder coated over zinc paint. If a wood pole, the visible attachments and hardware shall be colored gray.

EQUIPMENT CABINET ACCESS DOORS - Lockable access door sized to install, maintain, and remove all Wireless Facility equipment as needed shall meet Wireless Provider's requirements. Utility access shall be per RMP requirements.

CABLES - All cables shall be clearly labeled for future identification.

CANTENNAS - Cantenna must be mounted directly on top of a standalone pole, unless a side arm installation is required by a pole owner. A tapered transition between the upper pole and Cantenna is required. Cantenna shall minimize width and volume as much as possible but maximum Cantenna diameters for SWFs shall be 22.5 inches.

STICKERS - Any on-pole cabinet and ground mounted utility box should be labeled a (1) RF warning sticker, background to match pole color, no larger than 4 x 6 inches facing to the street near the elevation of the antennae; and (2) 4 x 6 inch (maximum) plate with the Wireless Provider's name, location, identifying information, and 24-hour emergency telephone number. Advertising, logos, or decals are prohibited.

LIGHTS - There shall be no lights on the equipment unless required by federal law.

GROUND MOUNTED EQUIPMENT BOX - Must meet and follow existing City ordinances for ground mounted utility boxes and be attached to a concrete foundation.

HEIGHT OF EQUIPMENT ON POLE - The lowest point may not be lower than 8 feet from the grade directly below the equipment enclosure.

POWER METER - As required by RMP and in a location that (1) minimizes its interference with other users of the City right-of-way including, but not limited to, pedestrians, motorists, and other entities with equipment in the right-of-way, and (2) minimizes its aesthetic impact.

2.4 NEW AND REPLACEMENT METAL POLES

POLE STYLE - Round. Pole shall match aesthetics of surrounding streetlights. Pole extension on traffic signal pole shall match the rest of the pole.

POLE CONNECTION - Attachments to the side of a pole must be placed perpendicular to the street away from the vehicular traffic.

COLOR - Any pole, pole extension, attachment, or associated appurtenance shall match the existing streetlight pole color aesthetics and be deemed sufficiently corrosion resistant.

HEIGHT - Any pole with a Collocated Wireless Facility shall not exceed 50 feet including the equipment or 10 feet taller than the tallest light pole or utility structure within a 300-foot radius of the proposed location, whichever is shorter. Pole shall be measured from the top of the foundation to the top of the Antenna.

DESIGN WIND VELOCITY - All structural components of Wireless Facility and Structure, pole, standard, base, equipment cabinet, couplers, anchor bolts, luminaires, Antenna, and other attachments to be used shall be designed for a minimum of 115 MPH wind velocity, in accordance with AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, TIA-222 rev G and ASC 710 with IBC 2012 (or latest standard), plus amendment for snow loading and other local conditions. Any pole not meeting these requirements may not be used for a Wireless Facility, or must be replaced.

CONDUITS - All cables shall be in conduits and shall be flush with the pole unless required to be installed inside the pole.

2.5 SMALL WIRELESS FACILITY COLLOCATED ON A POLE

Subject to the provisions of this Section, Collocation of Wireless Facilities is generally preferred over new support structures if it can be accomplished in a way that better compliments the character of the surrounding area.

Collocation with non-municipal facilities: Collocation on facilities or support structures owned by parties other than the City is subject to the following:

Where an existing facility or support structure can potentially accommodate collocation of a new wireless facility, collocation will be required unless:

- The Applicant submits substantial evidence supporting the unsuitability of the Collocation;
- The owner of the existing facility or support structure is unwilling to accommodate the Applicant's equipment and cannot be required to cooperate.

Authorization for Collocation on a facility or support structure owned by a party other than the City will be voided if the facility or support structure is destroyed, removed, relocated, or replaced, unless:

- The owner of the collocated facility obtains a new Right-of-Way use Permit; or
- The facility or support structure accommodating the collocation is replaced with a facility or support structure comparable in size, mass, appearance, and placement, as determined by the City Engineer.

All installations are subject to the City Permit Application and review process.

2.6 POWER AND GROUND MOUNTED UTILITY BOXES

- Back up batteries must be in a ground mounted utility box, or underground where possible.
- A separate meter and disconnect is required for both the power and the cell signal that can be accessed and operated by street lighting maintenance personnel.
- Ground mounted utility boxes must have metered power.

2.7 HISTORIC DISTRICTS

Preservation of Park City's Historic Character is one of the four core values outlined in the Park City General Plan. In 1979, the Main Street Historic District was listed on the National Register of Historic Places. In 1984, the Mining Boom Era Residences Thematic District, comprised of historically significant residential structures built during the mining boom era, were listed. Additionally, the Park City Historic Sites Inventory includes over 400 local

Landmark and Significant Historic Sites that embody the Settlement and Mining Boom Era (1868 – 1893), the Mature Mining Era (1894 – 1930), and the Mining Decline & Emergence of Recreation Industry Era (1931 – 1962).

Goal 15 of the Park City General Plan is to preserve the integrity, mass, scale, compatibility, and historic fabric of the nationally and locally designated historic resources and Historic Districts for future generations. The City has a significant interest in protecting the aesthetics of the public rights-of-way near Historic Sites and in the Historic Districts. All SWFs proposed to be located within Historic Districts or within 250 feet of a Historic District or Historic Site are subject to this Section 2.7 and these Design Standards.

SWFs are Prohibited in Historic Districts and within 250 feet of a Historic Site or Historic District – Unless otherwise established through consultation with the State Historic Preservation Office, the presumed Area of Potential Effects for the proposed installation of a SWF is within 250 feet of a Historic Site or Historic District. SWFs are prohibited in Historic Districts and within 250 feet of a Historic Site or Historic District, unless the applicant provides evidence for the City Engineer's review and determination showing:

- Adequate coverage cannot be maintained, existing services or capacity cannot be improved, or new services cannot be added to existing facilities unless SWFs are located in a Historic District or within 250 feet of a Historic Site; and
- The proposed SWF meets all applicable requirements for this Section 2.7, these Design Standards, and Section 106 review, and will complement the character of the Historic District.

If the applicant demonstrates adequate coverage cannot be maintained, existing services or capacity cannot be improved, or new services cannot be added to existing facilities unless SWFs are located within 250 feet of a Historic Site or Historic District, or within a Historic District, and the proposed SWF meets all applicable requirements for this Section 2.7, these Design Standards, and Section 106 review, and will complement the character of the Historic District, the Applicant:

- Is encouraged to participate in a pre-submittal meeting;
- Shall provide a comprehensive plan for complete coverage of the Historic District; and
- Is required to complete Section 106 review pursuant to the National Historic Preservation Act prior to applying to install a SWF.

Pre-Submittal Meeting – Prior to submitting a SWF application, applicants are encouraged to participate in a pre-submittal meeting with the Park City Planning Department, the Park City Historic Preservation Consultant, and City Engineer to identify locations for SWFs that do not detract from the Historic Integrity of the Historic Sites and/or Historic Districts. The applicant agrees the mandatory review time outlined in state law does not start until after the pre-submittal meeting when the applicant submits a complete application.

Section 106 Review – Section 106 refers to the consultation process required pursuant to the National Historic Preservation Act. Prior to submitting an application to install a SWF within 250 feet of a Historic Site or Historic District, or to install a SWF within a Historic District, the Applicant shall complete Section 106 review through the State Historic Preservation Office. The goal of consultation is to identify Historic Sites and Historic Districts potentially affected by the installation of a SWF, to assess the effects on the Historic Integrity of Historic Sites and Historic Districts, and to seek ways to avoid, minimize, or mitigate any adverse effects.

- Three days prior to initiating Section 106 review, the applicant shall provide public notice regarding the proposed SWF, the Section 106 review timeline, and information on how the public may participate in the Section 106 review, as follows:
 - Mail notice to property owners within a 300-foot radius using the names and addresses shown on the most recently available Summit County tax assessment rolls;
 - Email notice to the City Manager, the City Engineer, and the Planning Director;
 - Post notice at the precise location of the proposed SWF.
- The applicant shall copy the City Engineer and the Planning Director on all correspondence with the State Historic Preservation Office.

Preferred Locations

The following locations are preferred for SWFs within 250 feet of a Historic Site or Historic District, or within a Historic District:

SWFs proposed to be installed in the Historic Commercial Business and Historic Recreation Commercial Zoning Districts:

- **Distributed Antenna System** – shall be installed in compliance with a Distributed Antenna System (DAS), as approved by the City Engineer.
 - Antennas for SWFs installed in compliance with a DAS shall comply with the height, size, dimensions, and materials as approved by the City Engineer.

SWFs proposed to be installed in the Historic Residential Low – Density, Historic Residential – 1, Historic Residential – 2, and Historic Residential Medium Zoning Districts

- **On-Strand Attachment** – Attachment to an existing utility line.
- **Utility Pole** – Attachment to an existing utility pole.
- **Traffic Signals** – Attachment to an existing traffic signal pole.
- **Streetlights** – Attachment to wood or metal streetlights, or in-kind replacement of a streetlight in height, size, dimension, and materials, excluding decorative Main Street lights.
- **Unobtrusive Collocation** – Collocated on existing wireless facilities wherever

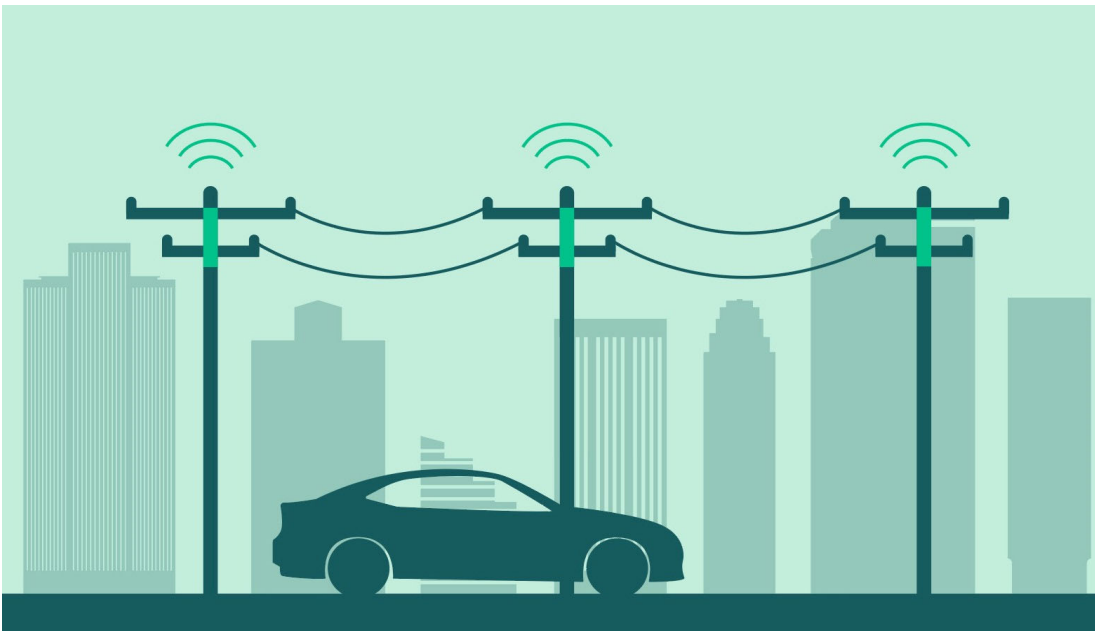
possible.

- **Monopole** – Installation of a standalone pole.

Design Requirements for SWFs within 250 feet of a Historic Site or Historic District, or within a Historic District

- SWFs shall not be located on any Historic Structure or Historic Site
- SWFs shall not be along the primary façade or lot frontage of a site, building, or structure listed on the National Register of Historic Places and/or Historic Sites designated Significant or Landmark on the Park City Historic Sites Inventory, Land Management Code Section 15-11-10
- SWFs must employ screening, concealment, camouflage, or other stealth techniques to minimize visual impacts
- SWFs shall blend into the surrounding environment and be visually unobtrusive
- SWFs shall be integrated with existing buildings, structures, and landscaping in height, color, style, placement, design, and shape
- To reduce the height and visual impacts of SWFs in or near Historic Districts, to preserve the Historic Integrity of the Historic Districts, and to protect pedestrian access in Historic Districts, equipment associated with a SWF shall be placed within 250 feet of the SWF in an underground utility box when possible
 - If utility boxes cannot be undergrounded as determined by the City Engineer, ground mounted utility boxes shall be compact, and shall employ screening, concealment, camouflage, or other stealth techniques to minimize visual impacts
- New SWFs may not be installed in the City ROW adjacent to the Historic Residential Low – Density, Historic Residential – 1, Historic Residential – 2, and Historic Residential Medium Zoning Districts if the curb-to-curb measurement of the ROW is 60 feet wide or less as depicted on the official plat or other measurement provided with the Application, unless the City has given prior written consent based on evidence provided that demonstrates:
 - There is insufficient wireless service to meet the demand in the immediate vicinity
 - There are no other feasible options to provide adequate service along the residential street
 - Preferred to be between curb and sidewalk in park strip; if park strip is available, consider a corner installation before an installation on lawn
- Proximity to existing Historic Structure components such as canopies, awnings, overhangs, balconies, and rooftop decks shall be considered
- SWFs shall be uncluttered and viewsheds shall be protected
- The total number of proposed new facilities by each vendor shall be minimized to the greatest extent possible
- Installation of SWFs shall not disturb or damage historic materials

3.0 ATTACHMENTS UTILITY POLE (includes Park City & Third Party poles)



3.1 PURPOSE

This Section is for attachment of a SWF to Park City or a third party utility pole. A SWF attachment will conform to pole owner's attachment standards.

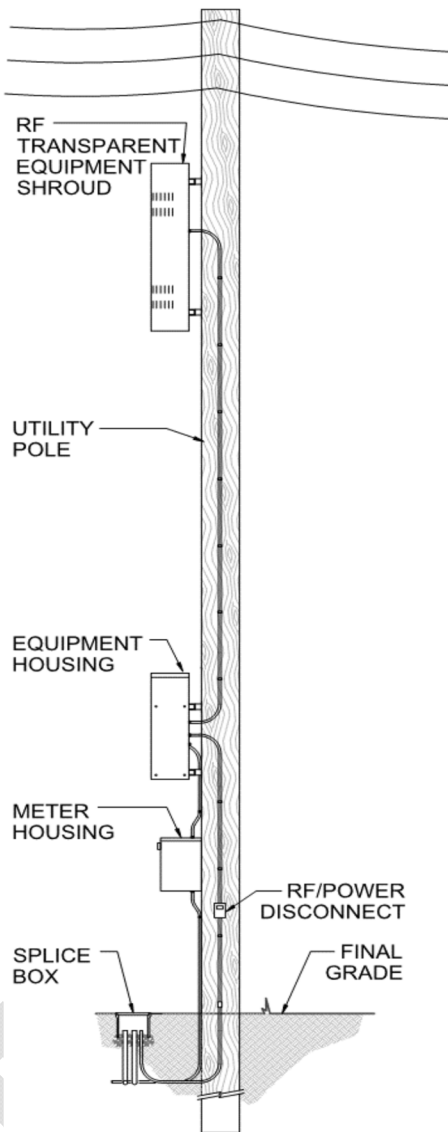
3.2 STANDARDS

Any attachment to a third party Structure or utility line must first be approved by the owner of the infrastructure. This includes attachment of overhead fiber and on-strand attachments proposed to attach to a utility pole. These Design Standards apply whether attachment is to an existing utility pole, or if the owner requires installation of a replacement pole.

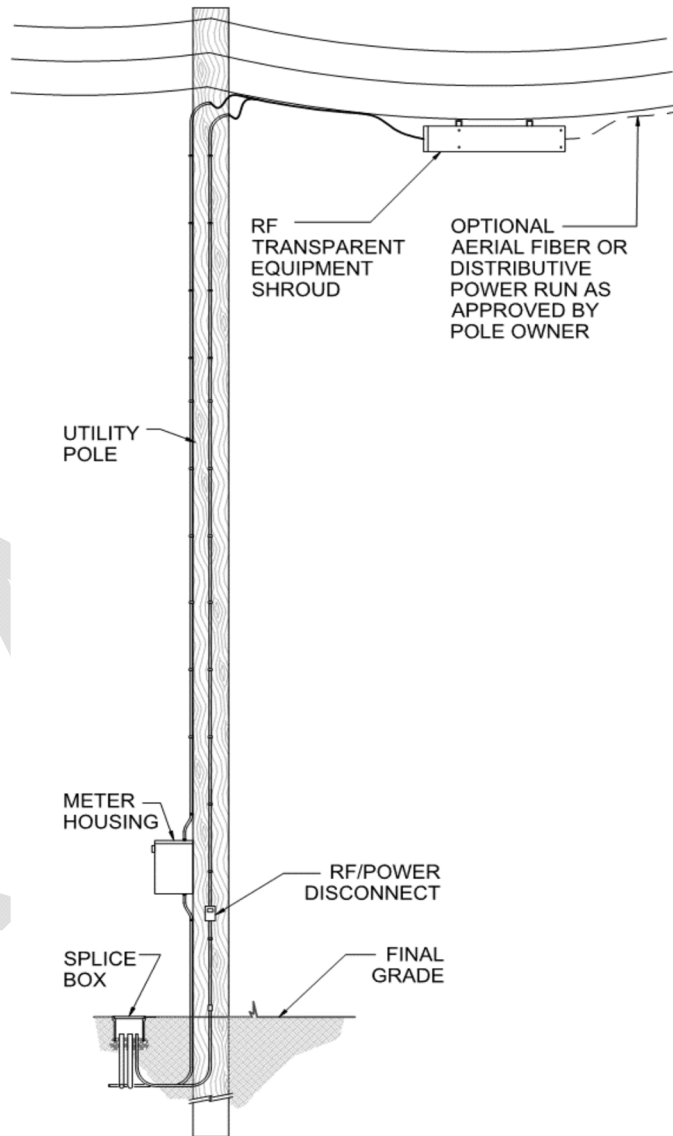
See Figure 3.1 for typical connections. Refer to the utility company for specific requirements and approvals.

Figure 3.1 Attachments To Utility Poles

Type A – Utility Mounted Pole



Type B – Strand Mounted



*This equipment will be attached to existing wooden utility poles located within PCMC's right of way, all equipment installations shall be approved by the appropriate utility.

4.0 ATTACHMENTS TO TRAFFIC SIGNAL POLES



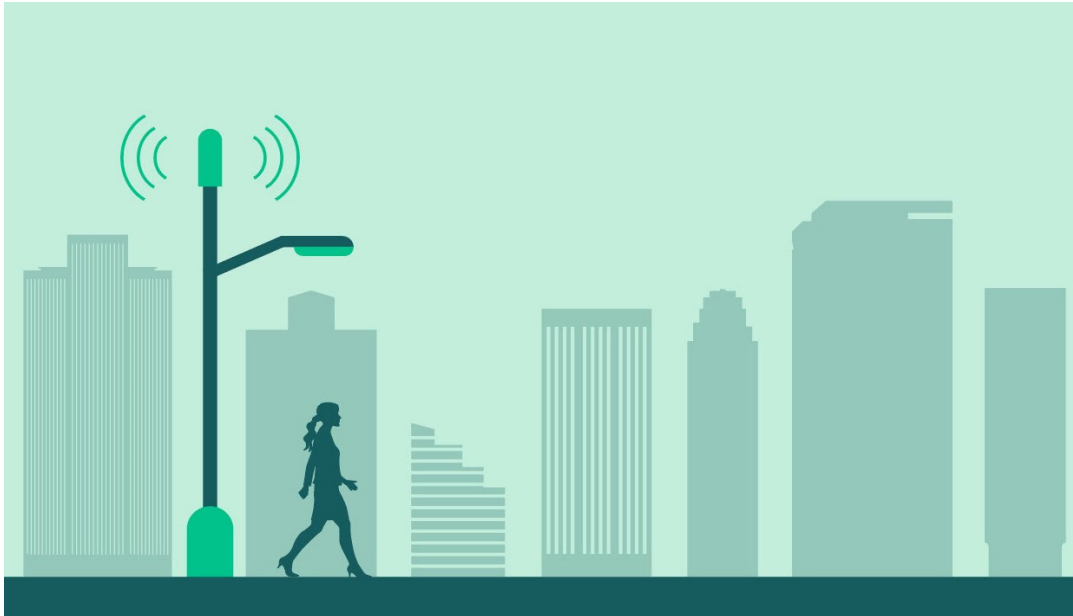
4.1 PURPOSE

This Section of the Design Standards governs attachment of a SWF to the top of an unused traffic signal upright pole. A SWF may not be placed on a traffic signal upright pole where there is a luminaire attached.

4.2 REQUIREMENTS

The Wireless Provider needs to obtain approval from the Utah Department of Transportation for the placement of any infrastructure on a traffic signal pole. Wireless Provider must demonstrate that the proposed SWF shall not cause any interference with any City or State owned systems on a pole such as a public safety radio system, emergency signal control devices, radio read water meters, “smart” street lights, future “smart city” applications, other city communications components. City will provide any frequencies for equipment described above to the Wireless Provider to assist in the analysis.

5.0 ATTACHMENTS TO STREET LIGHTS



5.1 PURPOSE

This Section governs SWF attachments to a streetlight. Three different types of SWF installations are permitted on streetlights, including:

- Collocating SWF equipment on plain (non-decorative) wood or metal streetlight poles.
- Replacing an existing or adding a new wood or metal streetlight pole so that SWF equipment can be attached.
- Collocating on enhanced or decorative service area streetlight poles.

5.2 STANDARDS

All Wireless Provider equipment shall be housed internal to the equipment cabinet or hidden behind the Cantenna if possible. No Wireless Provider equipment shall be strapped to the outside of the pole.

On an existing pole, the equipment excluding the Antenna shall be shrouded in an equipment cabinet if on the pole, otherwise shielded from view (for example, behind a sign), hidden within the Cantenna, or contained in a ground mounted utility box.

On a new streetlight, the Wireless Provider may house the equipment inside the pole structure in an equipment cabinet at the base of the upper pole.

Base equipment shall be round with a preferred base cabinet diameter of 16- inches with a maximum 20- inch diameter.

The meter shall be contained in a ground mounted utility box, unless permitted to be inside an equipment cabinet as approved by RMP.

New streetlights or replacement streetlights shall comply with the Dark Sky standards and the City Design Standards and specifications which provide guidance on luminaire design aesthetics, lighting level criteria, typical street light spacing, and street light details.

All equipment height shall be above the ground at least 8 feet.

Equipment should be oriented to face away from traffic.

The size of SWF should be minimized as much possible to mitigate visual impact without interfering with the SWF operation.

Equipment may not block visibility of streetlight banners.

An example of an unacceptable small cell installation and acceptable installation can be found in Figures 5-1 and 5-2.

Figure 5-1: Unacceptable



Figure 5-2: Acceptable

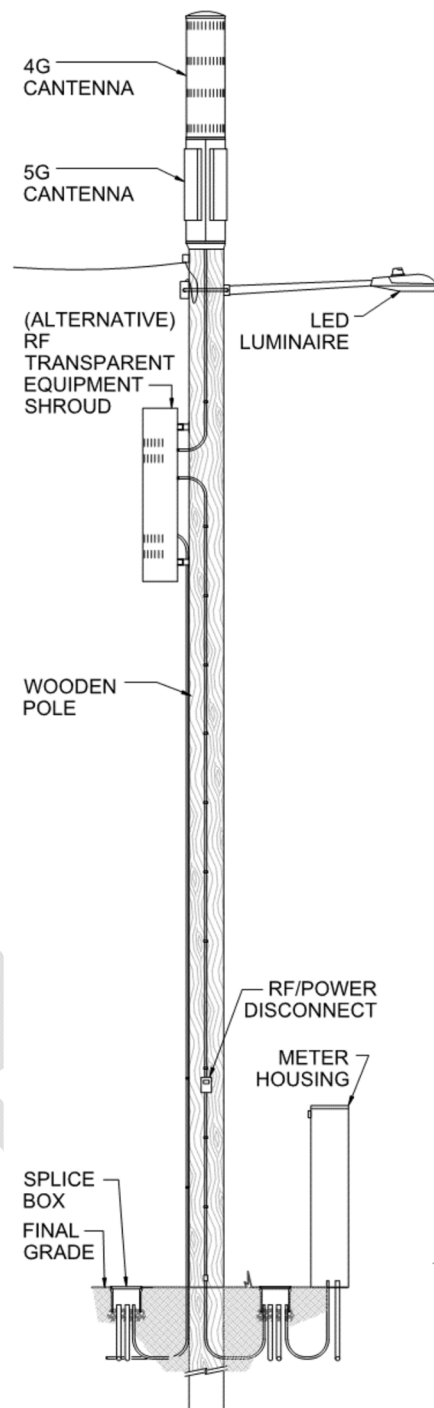


- Conduit, mounting bracket, and other hardware must be hidden from view.
- Antenna must include a smooth transition between upper pole and Antenna attachment.
- Upper pole shall be smooth and straight, with 1.5-inch (max.) of flat surface where mounted to the equipment cabinet.
- Equipment cabinet must be round. 16-inch diameter is preferred, 20-inch diameter max.

Attachments to an enhanced service area light pole cannot change overall character of light or proportion of the luminaires with the placement of a Cantenna. The lighting level of service cannot be decreased.

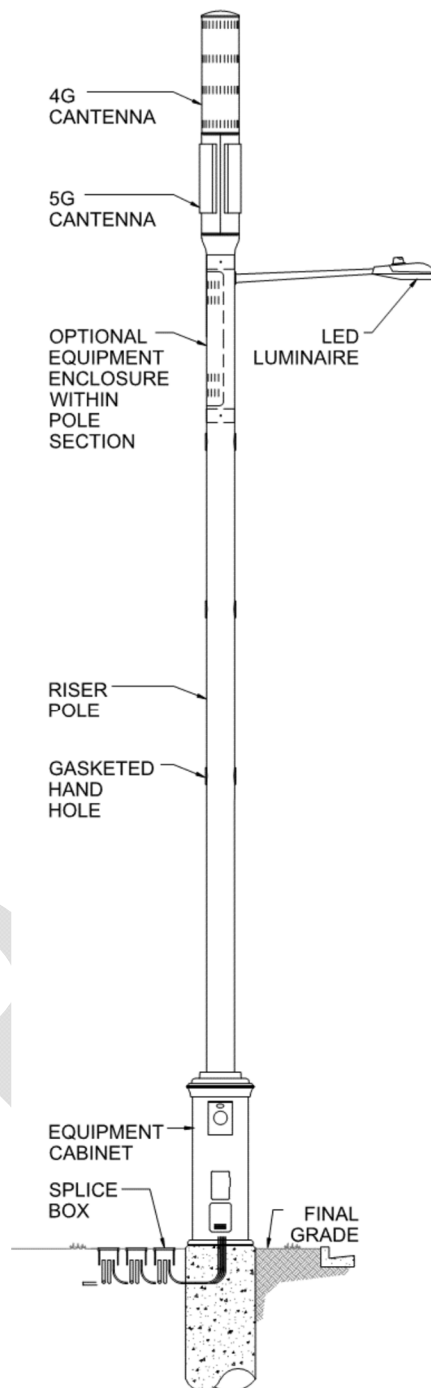
- All new luminaires shall be the same height as adjacent streetlight luminaires.
- City may require a new streetlight in lieu of a standalone pole.
- Wood poles only allowed by approval in areas that are predominately wood or when replacing an existing wood pole.
- Any lighting replacements shall provide equivalent light spread, intensity, and color temperature.
- Wherever feasible underground equipment enclosures shall be utilized to conceal ancillary equipment required for the wireless installation.

Figure 5-3: Existing Wooden Street Light Pole



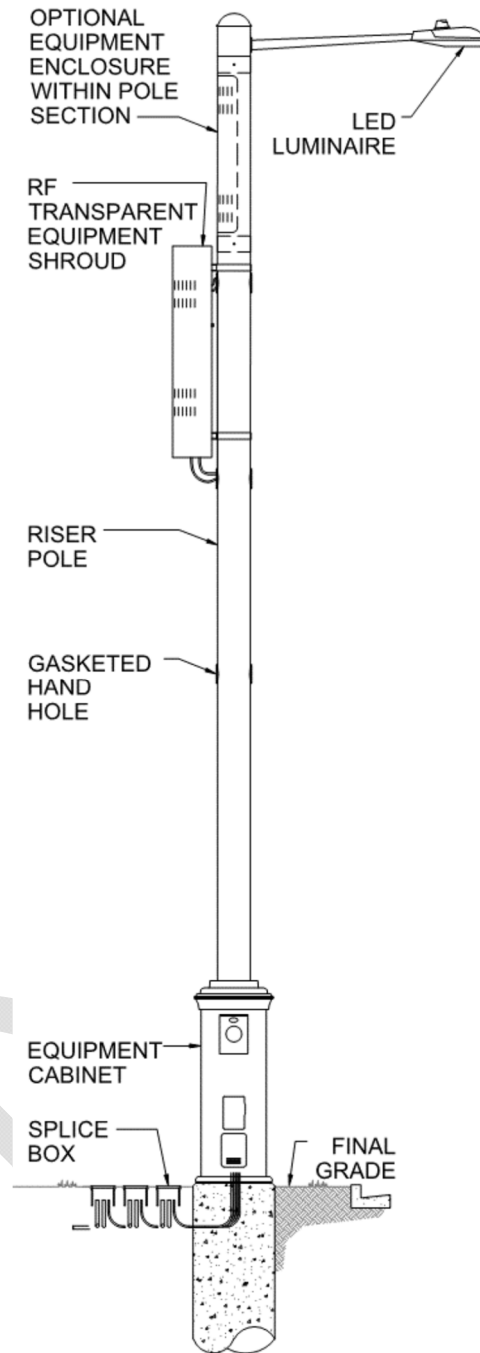
*This equipment will be attached to existing wooden streetlight poles that do not require structural modifications.

Figure 5-4: Combination Street Light Pole - Cantenna



*Combination poles shall be installed in all situations that require the removal of an existing streetlight pole (wood, metal, fiberglass, etc.) and replacement with a new combination pole.

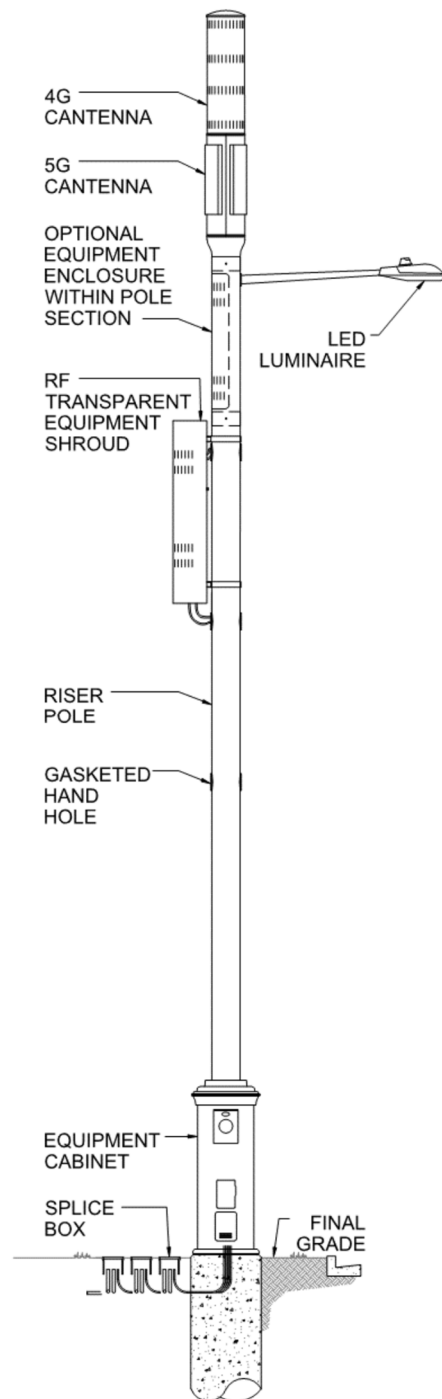
Figure 5-5: Combination Street Light Pole - External Shroud



*Combination poles shall be installed in all situations that require the removal of an existing streetlight pole (wood, metal, fiberglass, etc.) and replacement with a new combination pole.

**To qualify for an external shroud permit, the Applicant must demonstrate that the proposed deployment(s) cannot be integrated into the equipment or the Cantenna.

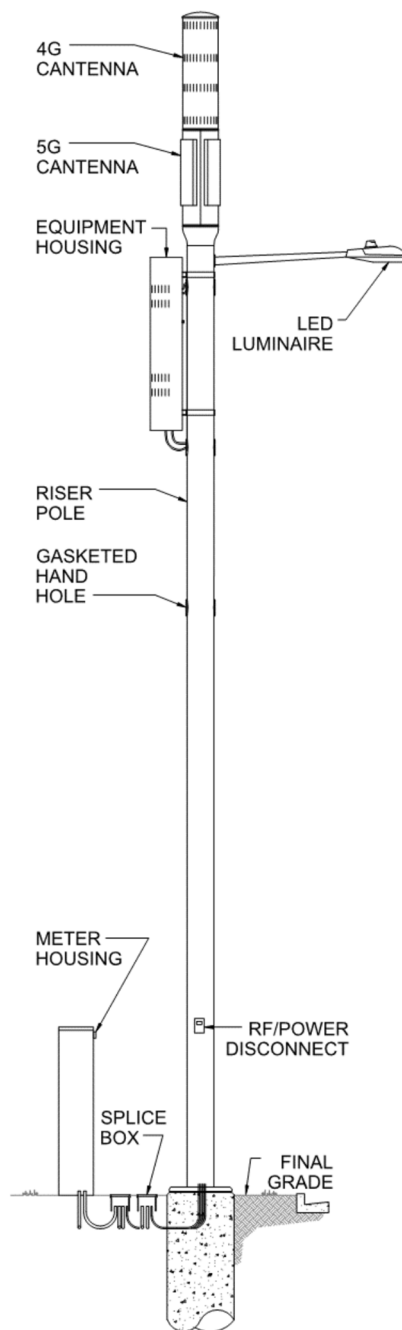
Figure 5-6: Combination Street Light Pole - Cantenna and External Shroud



*Combination poles shall be installed in all situations that require the removal of an existing streetlight pole (wood, metal, fiberglass, etc.) and replacement with a new combination pole.

**To qualify for an external shroud permit, the Applicant must demonstrate that the proposed deployment(s) cannot be integrated into the equipment or the Cantenna.

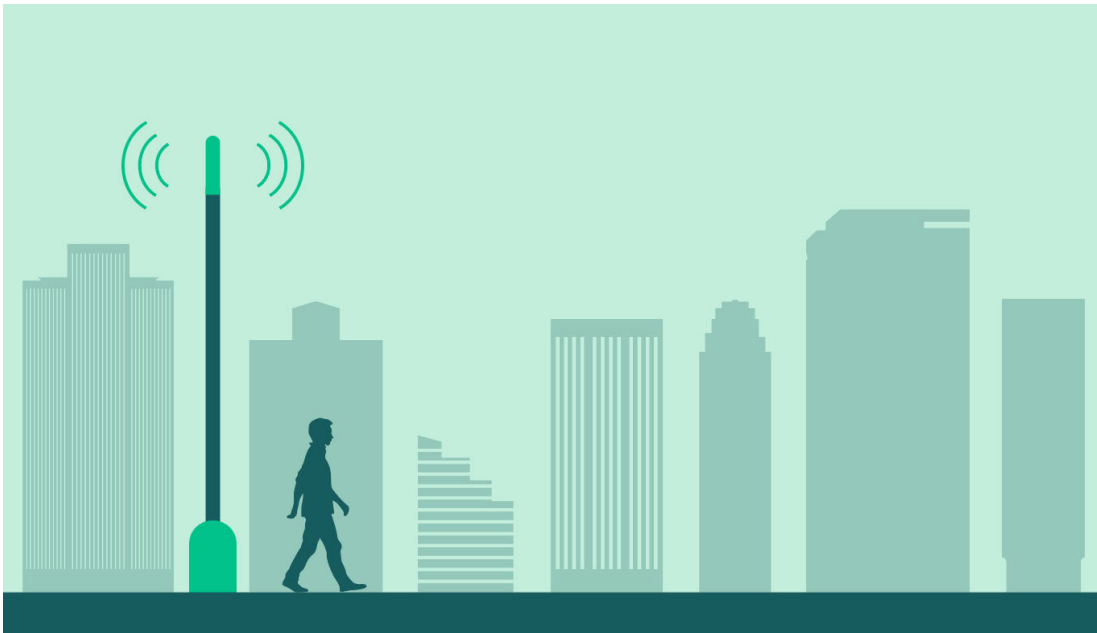
Figure 5-7: Combo Street Light Pole - Distributive Power w/ Antenna and External Shroud



*Combination poles shall be installed in all situations that require the removal of an existing streetlight pole (wood, metal, fiberglass, etc.) and replacement with a new combination pole.

**To qualify for an external shroud permit, the Applicant must demonstrate that the proposed deployment(s) cannot be integrated into the equipment or the Antenna.

6.0 INSTALLATION OF STANDALONE POLES



6.1 PURPOSE

This Section of the Design Standards is to be used when installing a freestanding SWF installation, referred to as a standalone pole.

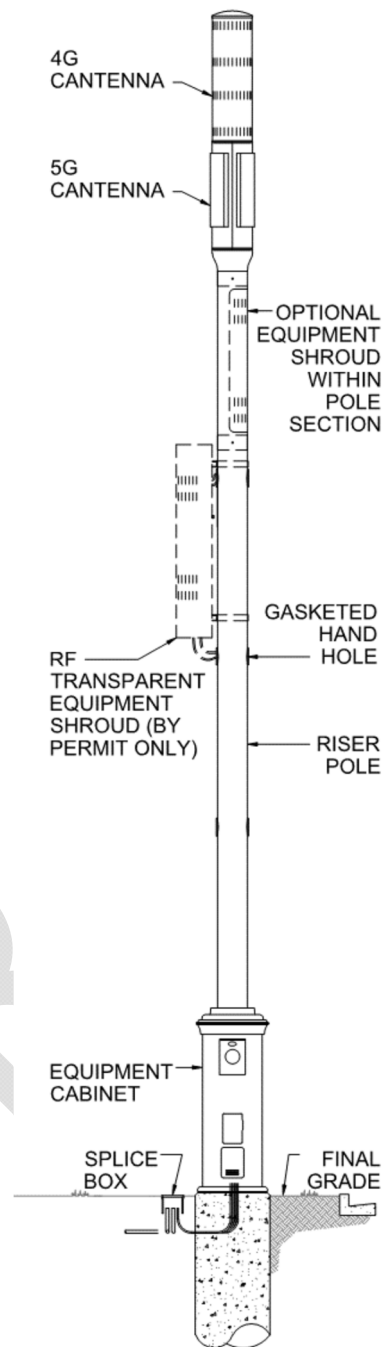
6.2 STANDARDS

All Wireless Facility carrier equipment excluding the Antenna shall be housed internal to an equipment cabinet at the base of the pole or hidden behind the Cantenna. No Wireless Provider equipment shall be strapped to the outside of the monopole.

- Standalone poles to be consistent with neighborhood pole style and material type.
- New monopoles must be metal (aluminum or steel).
- Ownership of standalone poles is to remain with the Wireless Provider. City reserves the right to attach any sign (such as a no parking sign) on the monopole.
- At least 15% of the pole design structural capacity shall be reserved for future City installations.
- All new poles must have appropriate clearance from existing utilities.

Freestanding SWF pole components include the foundation, equipment cabinet, upper pole, Cantenna, and all hardware and electrical equipment necessary for a complete assembly, as shown in **Figure 6-1**

Figure 6-1: Standalone Pole Small Wireless Facility



*This equipment may be installed when no existing streetlight or other appropriate location is within 25 feet of the proposed freestanding location. To qualify for an external shroud permit, the Applicant must demonstrate that the proposed deployment(s) cannot be integrated into the pole assembly.

6.3 PLACEMENT REQUIREMENTS

All standalone poles shall be privately owned and must be permitted by Park City Engineering via the ROW Permit Requirements as outlined in the Master License Agreement and to the extent technically feasible.

- Preferred location for new pole is generally on property line to avoid interference with building face, views, business signage, pedestrian flow, etc.
- In a manner that does not impede, obstruct, or hinder pedestrian or vehicular travel.
- So as not to significantly create a new obstruction to property sight lines.
- At the intersection of property lines, or along secondary property street facing.
- Within the street amenity zone whenever possible.
- In alignment with existing trees, utility poles, and streetlights.
- Equal distance between trees and other poles when possible, with a minimum of 15 feet separation such that no proposed disturbance shall occur within the critical root zone of any tree.
- With appropriate clearance from existing utilities.
- Located outside of the clear sight triangle at intersection corners as shown in Figure 6-4.
- 10 feet away from the triangle extension of an alley way flare.
- Shall not be located within 100 feet of the apron of a fire station or other adjacent emergency service facility.
- **Minimum spacing between proposed and existing privately-owned wireless support structures.** The minimum horizontal distance between a new wireless support structure and associated small wireless facilities and any other existing, or permitted but unconstructed, wireless support structures and small wireless facilities on the same side of the right-of-way at the time a complete Application is filed with the city, irrespective of the owners/operators, should generally not be less than 300 linear feet, as measured parallel to the right-of-way, unless otherwise approved.
- **Multiple requests in violation of spacing requirements.** If multiple requests are received to install two or more wireless support structures that would violate the applicable spacing requirements, or to Collocate two or more small wireless facilities on the same wireless support structure, the City may resolve conflicting requests through whatever reasonable and nondiscriminatory manner it deems appropriate.
- **City proposed alternative location for wireless support structures.** The City may propose an alternate location to any proposed location of a new wireless support structure, subject to the following:
 - That the alternate location is within one hundred (100) feet of the proposed location or within a distance that is equivalent to the width of the right-of-way in which the new wireless support structure is proposed, whichever is greater; and
 - The operator shall use the alternate location if it has the right to do so on

reasonable terms and conditions and the alternative location provides a comparably equivalent technological solution or additional costs.

- **Waiver to City directed alternate wireless support structure location or undergrounding requirements.** Small wireless operators may seek a waiver of the undergrounding or alternative location requirements for the placement of a new wireless support structure if the operator is unable to achieve its service objective using a small wireless facility under the following circumstances:
 - From a location in the right-of-way where the prohibition does not apply;
 - In a utility easement within the right-of-way the operator has the right to access; or
 - In or on other suitable locations or structures made available by the City at reasonable rates, fees, and terms.

6.4 STANDARDS FOR STANDALONE POLES RESIDENTIAL STREETS LESS THAN 60 FEET WIDE

Residential zones: A Wireless Provider may not install a new utility pole in City ROW adjacent to a residential zone, if the curb to curb measurement of the street is 60 feet wide or less as depicted on the official plat records or other measurement provided with the Application, unless the City has given prior written consent based on evidence provided that demonstrates:

- There is insufficient wireless service to meet the demand in the immediate vicinity.
- There are no other feasible options to provide adequate service along the residential street.
- Preferred to be between curb and sidewalk in park strip. If no park strip is available, consider a corner installation before an installation on lawn.

Figure 6-2 shows a freestanding SWF which is preferred to be a minimum of 250 feet apart radially. This radius extends around corners and into alleys. They shall be located in line with trees, existing streetlights, utility poles, and other furniture located in the ROW, as shown in **Figure 6-3**.

Figure 6-2: Freestanding SWF spacing radius

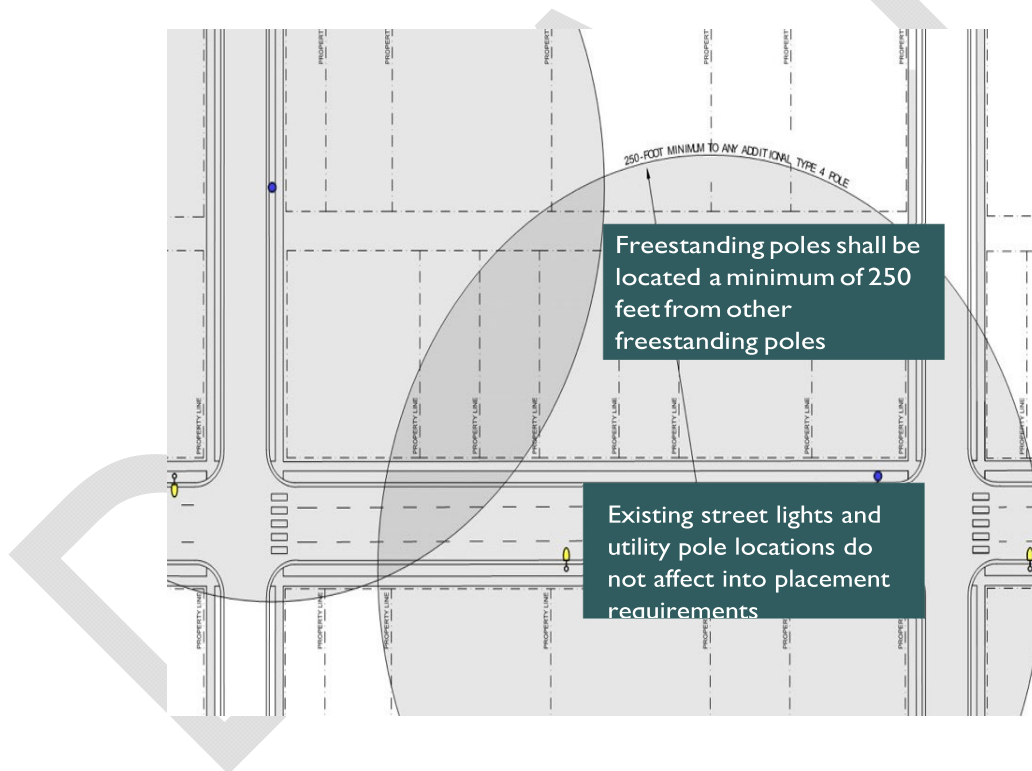


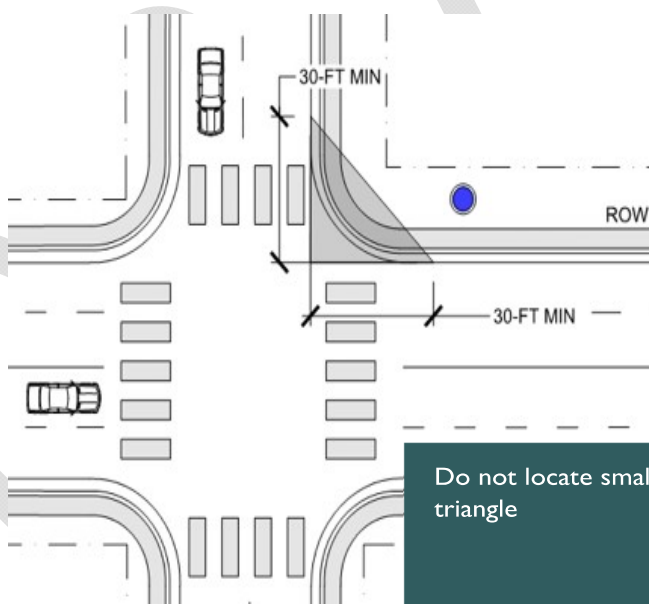
Figure 6-3: Freestanding Pole SWF in City ROW



Freestanding SWF shall be located such that they in no way impede, obstruct, or hinder the usual pedestrian or vehicular travel, affect public safety, obstruct the legal access to or use of the City ROW, violate applicable law, violate or conflict with City ROW, Design Standards, specifications, or design district requirements, violate the Federal Americans with Disabilities Act, or in any way create a risk to public health, safety, or welfare.

Freestanding SWFs shall be located within the ROW and off set from the sidewalk as shown in **Figure 6-4 Sight Triangle**.

Figure 6-4 Sight Triangle



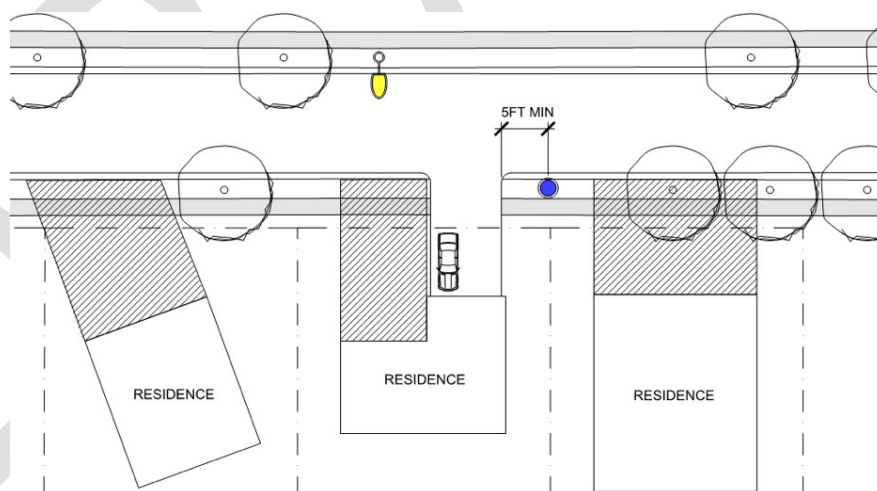
Freestanding SWFs shall be located at intersecting property lines as much as possible. Whenever possible, the freestanding SWFs shall be located on the secondary street. SWFs shall also be located a minimum of 15 feet away from trees to prevent disturbance within the critical root zone of any tree, as shown in **Figure 6-5**.

Figure 6-5: Freestanding SWF Location Between Property And Trees



The SWFs shall not be installed between the perpendicular extensions of the primary street-facing wall plane of any single or two-family residence as shown in **Figure 6-6**.

Figure 6-6: Freestanding SWF Between Property Lines



- Freestanding SWFs in the perpendicular extension of the primary street-facing wall plane is prohibited.
- Freestanding SWFs in front of driveways, entrances, or walkways is prohibited.

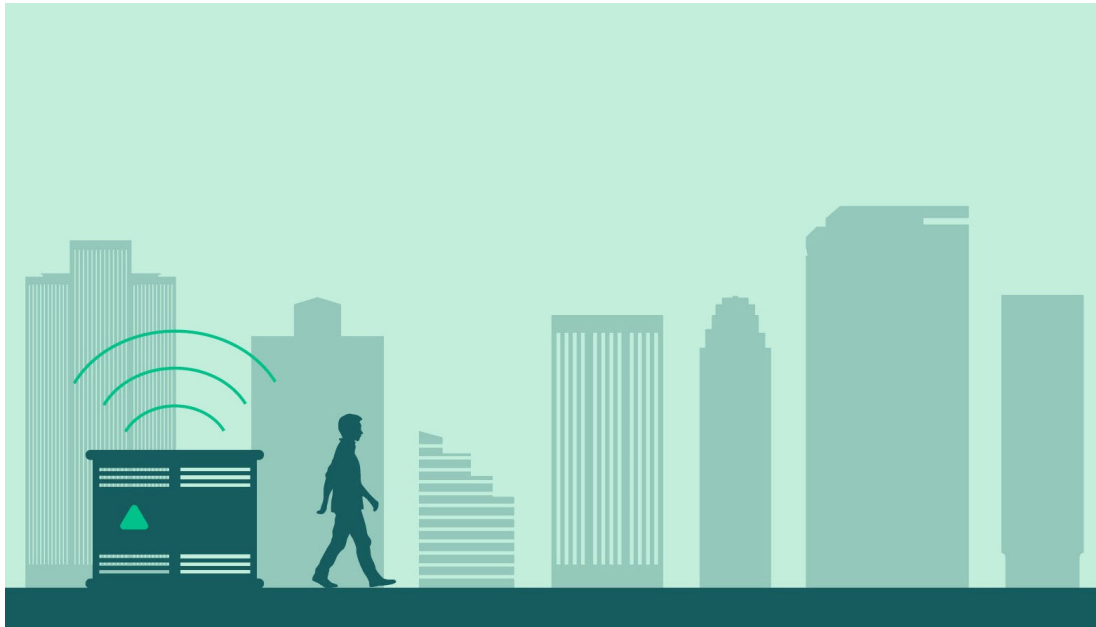
SWFs shall not be located in front of storefront windows, primary walkways, primary entrances or exits, or in such a way that it would impede a delivery to the building. SWFs should be located

between properties as much as possible as shown in **Figure 6-7**.

Figure 6-7: SWFs In Commercial Area



7.0 OTHER ATTACHMENTS (Kiosks, Bins, Etc.)



7.1 PURPOSE

This Section of the Design Standards is to be used for SWF installations on other City owned assets located in the City ROW such as kiosks and signs.

7.2 STANDARDS

All SWFs proposed to be installed on kiosks, bins, or signs within the ROW shall be approved by Park City prior to installation.

Kiosks are generally small structures used for advertising local events. Installation of SWFs on a kiosk will require all equipment to be installed within the kiosk or the roof structure with a Cantenna extending above the roof. The design of the facility must take into account the architectural design of the kiosk and the surrounding development to accomplish the goal of integrating the facility and limiting its visual impact.

Utah Code Chapter 54-21 allows the installation of SWFs on signs located within the City ROW. Most signs in the City ROW are related to public safety, traffic, and parking regulations and/or provide directional information. Park City will consider the placement of SWFs on pole signs located within the City ROW only when it can be demonstrated that the SWF will not create any hazard for pedestrians, cyclists, or motor vehicles, visibility of adjacent buildings is not unduly impaired, and the existing structure can adequately handle the structural requirements for such a SWF.

7.3 BASIS OF DESIGN

The SWF design and installation shall be compatible with the aesthetics of existing kiosks, bins, or signs. The Wireless Provider shall provide a photo simulation of the proposed design prior to

submitting a permit Application to determine consistency with adjacent poles and lights. The SWF components shall be sized to be proportional and limit the potential impact along the streetscape.

DESIGN STANDARDS FOR KIOSKS, BINS, Etc.

- All hardware connections shall be hidden from view.
- Equipment installed on kiosks, bins, or signs should be shrouded under the kiosk cap or roof.
- The Cantenna may extend a maximum of 10 feet above the kiosk cap or roof.
- The Cantenna assembly will be circular with cabling shrouded or enclosed.
- The Cantenna shall match the color of the kiosk or bin. Utilization of another color that best minimizes the visibility of the Antenna is acceptable.
- The SWF must meet all appropriate structural standards and wind loading specifications.
- The SWF shall be architecturally compatible with the design of the kiosk and create a cohesive aesthetic.

DESIGN STANDARDS FOR SIGNS

- SWF attached to freestanding Park City owned pole signs in the City ROW shall only be allowed on existing signs poles.
- The SWF Antenna shall only be installed on top of the sign pole.
- The SWF Antenna shall extend a maximum of 10 feet above the height of the existing sign pole and shall be installed above the sign mounted on the pole.

7.4 EXAMPLES OF OTHER ATTACHMENTS:



8.0 RADIO FREQUENCY CERTIFICATION REPORT

Park City requires that all new small wireless infrastructure proposed to be placed within Park City limits submit a Radio Frequency (RF) Certification Report to allow for responsible recordkeeping of wireless programs. The RF Report will contain an affirmation that the proposed installation will be FCC compliant. During the life of any approved Permit the City reserves the right to randomly test the operating RF levels of each site to confirm compliance with the FCC guidelines.

An RF Emissions Certification Report will consist of two parts: an RF Emissions Certification template and a site-specific RF Location Certification. Each RF Emissions Certificate shall be signed by a qualified Professional Electrical Engineer, filed with Park City Engineering as part of the applicable wireless company program, and referenced with each SWF Application. Each site specific RF Location Certification must be completed and signed by a Utah registered RF Professional Electrical Engineer who shall certify the siting specifics of the actual location(s).

8.1 RF EMISSIONS CERTIFICATION TEMPLATE

The specific information required for the RF Emission Certification Template is detailed in this section. Each Template shall be signed and sealed by a qualified Professional RF Emissions Engineer and filed with the Engineering Department in reference to the applicable Wireless Carrier program, and shall contain the following elements:

1. Description of the proposed equipment and deployment type, including heights, associated with the Template. Each unique Template shall be coded per the Carrier's program, such as: 1, 2, 3 or A, B, C.
2. All frequencies on which the proposed equipment will operate.
3. The number of channels that will be used on each frequency
4. A table explaining the Federal Communications Commissions (FCC) Rules and Regulations for the Maximum Permissible Exposure (MPE) limits for general population or occupational situations.

The MPE output levels for proposed equipment shall be clearly shown on a table at the Antenna level and ground level with the following columns: predicted power density (mW/cm²), FCC limits of power density (mW/cm²), and FCC general population limits (%MPE)

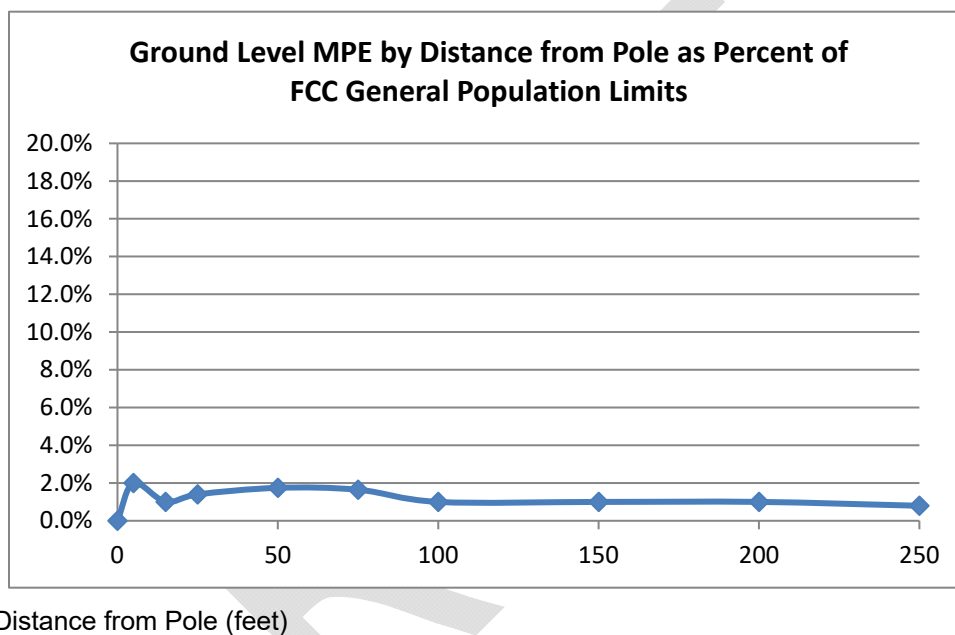
Table 8-1 (Example of) Permissible Exposure Limits*

Location	Predicted Power Density (mW/cm ²)	FCC Limit Power Density (mW/cm ²)	FCC General Population Limits (%MPE)
Antenna level	1.958	1.0	195.8%
Ground level	0.0092	1.0	0.92%

*Data within table is for example only and does not indicate specific requirements or limits,

- A graphic of the predicted FCC General Population Limits (%MPE) at ground level as a function of distance up to 250 feet away from the pole. Figure 8-1: (Example of) FCC General Population Limits

Figure 8-1: (Example of) FCC General Population Limits



- A compliance statement noting and depicting any requirement for RF alerting signage and occupational environmental compliance.

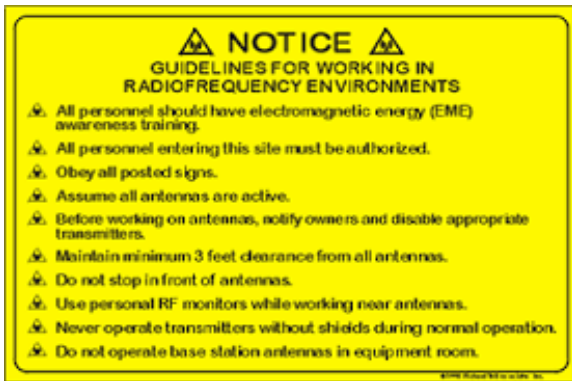
8.1.1 Typical Notification Signage

Portions of any transmitter site may have high power densities that could cause exposures in excess of the FCC Occupational or General Population guidelines.

- The companies that operate the Antennae are required by law to implement the following:
- Restrict access
- Post notification signs on every access point to increase awareness of the potential for exposure BEFORE one enters an area with Antennae.

Place additional notification signs and visual indicators in an area with Antennae (beyond an access point) where RF exposure levels may start to exceed the FCC's limits.

Table 8-2: Typical Notification Signage



(Notice) Radio Frequency Guidelines:
Informs people of the basic safety guidelines for working in an RF environment



Information:
Provides relevant contact information about the pole and/or Antenna location for any questions, emergencies, or requests.



(Blue):
Notice Indicates that, beyond the sign, RF exposure levels may exceed the General Population MPE limit but will remain below the Occupational MPE limit.



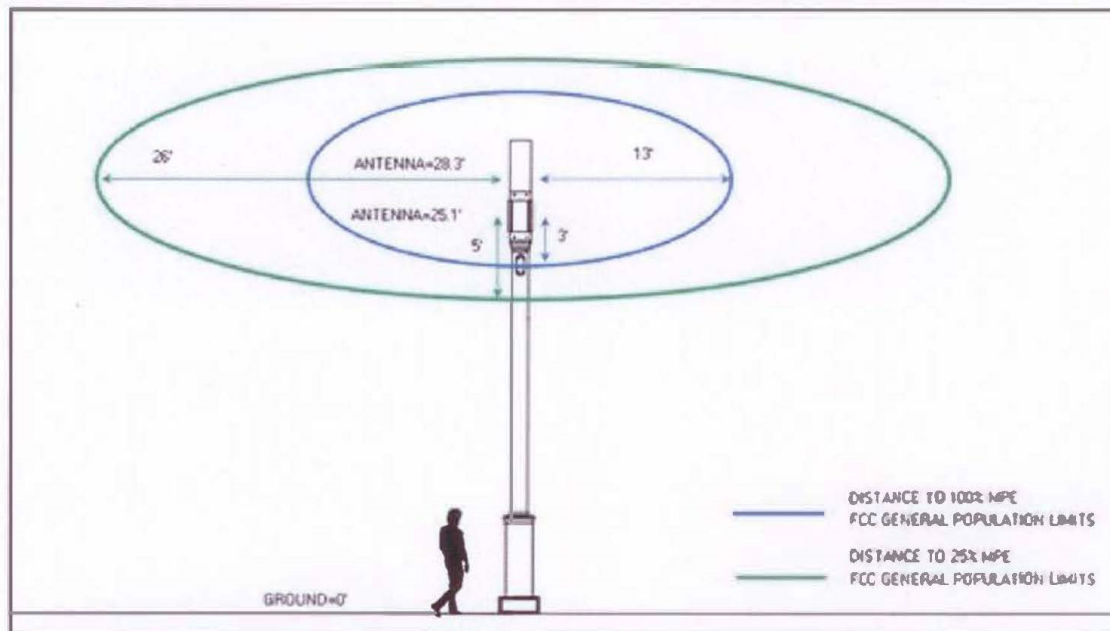
(Yellow) Caution:
Indicates that, beyond the sign, RF exposure levels may exceed the General Population and Occupational MPE limits.



(Red/ Orange):
Warning Indicates that, beyond the sign, RF exposure levels may substantially exceed the General Population and Occupational MPE limits.

7. A graphic, scaled elevation depiction of the maximum power density MPE levels proposed by equipment expressed as proportionally scaled lines at 100% and 25% of the FCC general population limits for continuous exposure. The elevation view shall provide measurements of the height above ground for the lowest point of each proposed transmitter, from ground to the top of the proposed pole, and horizontal distance from transmitter Antennas to MPE limit lines. A scaled human figure shall be proposed standing on the ground adjacent to the proposed pole.

Figure 8-2: (Example of) Elevation Depiction of the Proposed Equipment Emissions



8. Each template shall be signed and sealed by a qualified Professional RF Emissions Engineer

RF Location Certification

The site-specific RF Location Certification, prepared for each specific local Application bundle, shall include the information below for each specific proposed Antenna location. The RF Location Certification shall be signed off by a Utah Registered Professional Engineer qualified to endorse such a certification.

1. A general summary of the proposed wireless site(s) associated with the bundle, with clear references matching the Application address, site code, latitude and longitude, type of structure, RF Emissions Compliance Report Template (also referred to as the Equipment Deployment Template Type) applicable to Antenna location, and report date.
2. A scaled location map(s) on color aerial image background indicating proposed site location(s), street name(s), and distance(s) to the nearest occupied structure(s). If any of the equipment proposed would have any portion of the nearest structure within the 100%

General Population MPE limits, then the wireless equipment for that location must be “powered down”. A revised signed and sealed report from a Professional RF Emissions Engineer will be required to replace the template for that specific location.

3. Acknowledgement (or statement of none) whether or not there are any nearby commercial wireless radio transmitters that could affect the aggregate MPE of proposed equipment. If so, a revised signed and sealed report from a Professional RF Emissions Engineer will be required to replace the template for that specific location. The Certification shall also acknowledge what percentage the proposed equipment contributes to an aggregate MPE.
4. A stamp and signature from a licensed Professional Engineer with sufficient knowledge about each proposed location associated with the Application to affirm site-specific information provided, and that the applicable RF Emissions Template has been properly referenced for each location.

9.0 TECHNICAL SPECIFICATIONS

The following sections describe in detail the foundation and electrical specifications. All work completed in the ROW must be in accordance with these standards and the most current version of the Park City standards and specifications.

This work consists of furnishing and installing foundations, small cell poles, conduit, junction boxes, cable, wiring, junction boxes, and incidental materials for small cell installation in accordance with these specifications and in conformance with the details, lines, grades, and locations shown on the plans.

MATERIALS: Small Wireless Facilities materials shall conform to Small Cell and Electrical Materials.

FOUNDATIONS: Concrete bases and equipment pads shall be pre-cast or cast-in-place concrete per the City standard to meet ACI 318. A complete foundation includes the concrete, reinforcing steel, anchor bolts, leveling nuts, conduit stubs, ground rod and wire, excavation and backfill, restoration, accessories as required providing a complete unit. Banner arm (if required) wind loading shall be incorporated into light standard structural design.

SMALL CELL STANDARD: A complete light standard includes the metal upper pole, mounting bracket, mast arm(s), Cantenna, equipment cabinet, base, grounding system, and all hardware. The upper pole shall have a handhole at the top to maintain City fiber and streetlight electrical service. An optional handhole shall be provided at the bottom of the upper pole if fiber and electrical service cannot be accessed from the equipment cabinet.

Pole and mast arm or arms shall be the type and size shown on the plans.

CONDUIT: Conduit includes conduit, trenching, backfill, jacking, augering, fittings, drainage tees, sealing, restoration, and accessories as required to provide a complete installation.

ELECTRICAL WARNING TAPE: Detectable electrical warning tape shall consist of pre-manufactured non-adhesive polyethylene material that is unaffected by acids, alkalines, and other soil components. The color of the tape shall be red, and it shall be, at a minimum, 3.5 mils thick and 6 inches wide. Its tensile strength shall be 2,500 psi lengthwise.

The electrical tape shall include the following identification printed in black letters continuously along the length of the tape: "CAUTION BURIED ELECTRIC LINE BELOW".

The identification note and color of tape shall conform to the requirements of the "American Public Works Association (APWA) Uniform Color Codes (Red) – Electrical Power Lines, Cables, Conduit and Lighting Cables."

CONDUCTORS: Conductor includes control wiring, luminaire wiring, main circuit wiring, ground wiring, service entrance wiring, pulling, splicing, connections, testing, and all other wiring

necessary for a complete installation.

PULL BOXES: Pull box includes pull box, cover with bolts, excavation, gravel base, backfill, sealing, restoration, and accessories as required to provide a complete installation.

MATERIALS LIST: At the preconstruction conference the contractor shall submit to Park City three copies of a list of all materials and equipment to be incorporated into the work. The contractor shall include the following items on the list:

- Small cell standards
- Pull Box
- Fuse holders
- Conductors
- Conduit
- Wireless Lighting Control and Monitoring System
- Small cell foundations
- Equipment pads
- All other items required for a complete installation

Park City will return lists that are incomplete or that include unacceptable materials to the contractor for correction and re-submission.

The contractor shall not order materials or equipment until Park City and the party or agency responsible for maintenance have reviewed and approved the materials and equipment list. Park City' approval of the list shall not relieve the contractor responsibility for the proper functioning of the completed installation.

GENERAL:

All work shall conform to these specifications and the National Electrical Code (NEC) when the small cell pole is owned by Park City or the Wireless Provider, or the National Electrical Safety Code (NESC) when the small cell pole is owned by Rocky Mountain Power.

The contractor and/or Wireless Provider shall keep fully informed of and comply with all Federal, State, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which may affect those engaged or employed on the work, or affect the conduct of the work. The contractor and/or Wireless Provider shall protect and indemnify Park City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the contractor and/or Wireless Provider, the subcontractors, suppliers of materials or services, or their employees.

Each system shall be installed as shown on the plans or as designated. The contractor and/or Wireless Provider shall furnish and install all incidentals necessary to provide a complete

working unit or system.

CONCRETE FOUNDATION PADS AND SMALL CELL STANDARD FOUNDATIONS:

Foundations shall be installed as shown on the plans, complete with grounding. The contractor and/or Wireless Provider shall test and report soil conditions to Park City as necessary to ensure proper installation of foundations. Foundations shall be installed at the final grade.

All anchor bolts shall be positioned by means of steel templates. The center of the template shall coincide with the center of the foundation. Anchor bolt size and 19.5- inch bolt circle shall accommodate a 16-inch equipment cabinet per manufacturer's requirements. Anchor bolt size and 23.5-inch bolt circle shall accommodate a 20-inch equipment cabinet per manufacturer's requirements.

All small cell standard foundations shall be as detailed.

Conduits shall be properly positioned and anchored before the concrete is placed. Coordinate the base setback and orientation with Park City.

All foundations shall have ground rods conforming to the NEC or NESC. All foundations on structures shall be grounded to the structural steel by a method that is in accordance with the NEC or NESC and which is approved by Park City.

Concrete shall be Class B.

Anchor bolts shall be designed by the contractor's and/or Wireless Provider's engineer or as shown on the working drawings. The threaded ends of the anchor bolts, the nuts, and the washers shall be galvanized in accordance with ASTM A153.

ALL POLES AND CANTENNA STANDARDS:

Metal small cell standards shall be fabricated of steel unless otherwise approved by Park City. Whenever Small Wireless Standard Metal is specified, the contractor and/ or Wireless Provider shall furnish galvanized steel. The contractor and/or Wireless Provider may furnish aluminum small wireless standards if Park City gives approval. Material type and shape of small wireless standards shall be the same throughout the design district, unless otherwise approved by Park City.

All standards shall have weatherproof cable-entrance grommets located in conformity with the type of mounting used. Metal surfaces shall be free of imperfections marring the appearance and of burrs or sharp edges that might damage the cable.

All metal poles shall be straight and shall be supplied with polecaps when applicable and shall match existing pole types as closely as possible.

Steel mast arms shall be made of Schedule 40 standard steel pipe conforming to ASTM A 53.

All steel poles, mast arms and base flanges shall be hot-dip galvanized in accordance with ASTM A 123. Units on which the spelter coating has been damaged shall be repaired as provided in

AASHTO M 36, or other approved method.

Base flanges for steel poles shall have continuous welds both inside and outside, unless otherwise permitted. Base flanges inserted into the pole and bonded shall meet the requirements for materials and strength stated herein.

Each metal standard shall be wired with a breakaway fused connector of proper capacity rating. The fused connector shall be located in the equipment cabinet. If the light standard has no equipment cabinet, the fused connector shall be located in the pole at the hand hole.

All equipment cabinets or bases shall have vandal resistant, removable access doors.

Hardware used with steel standards shall be either cadmium plated steel, hot dip galvanized steel, or stainless steel and shall be color matched to the surrounding structure where applicable.

Materials shall be of a standard line from a name brand manufacturer or as specified in this document. Electrical material shall be listed by the Underwriters' Laboratories, Inc. (UL), and shall conform to the National Electrical Code (NEC) when the street lights are owned by Park City, or the National Electrical Safety Code (NESC) when the street lights are owned by the Utility. Material shall be the same as, or compatible with, that used and accepted by the agency responsible for maintenance.

Park City may inspect all lighting material and all electrical materials and all other materials and accept or reject them at the project site. Samples may be taken or manufacturer's certifications may be accepted in lieu of samples.

Poles, equipment cabinets, and bolts shall be galvanized stainless steel. Galvanizing will be performed in accordance with ASTM 123 and meet the following galvanization and paint requirements.

1. Galvanizing will be SSPC-SP1 Solvent wiped where needed and the Galvanizing will receive a sweep blast to a uniform dull appearance. Any areas of fracture will be repaired. Any excess zinc build up should be blended to no higher than the height of a dime with no thick edges or areas that may cause paint entrapment potentially leading to a premature coating failure.

The first epoxy coat typically should be applied within 120-180 minutes of abrasive blasting. Items shall be cleaned free of blast debris before coating. Compressed air should be used to clean items; items should be free of Oil, residue, and any other contaminants/debris.

- Epoxy Primer Gray- B107989EA80K-A
- Impact Resistance Direct 100 IN/LBS @ 2.0-3.0 Mils (ASTM D2794)
- Impact Resistance Indirect- 100 IN/LBS @ 2.0-3.0 Mils (ASTM D2794)
- Cross- Hatch Adhesion 5B (ASTM D3359)

- Conical Mandrel 1/8" (ASTM D522)
- Pencil Hardness 2H (ASTM D3363)
- Specific Gravity 1.58 +/- 0.05 G/ML
- Theoretical Coverage 121.63 ft²/LB @ 1.0 Mil
- 60 percent gloss 75-85 (ASTM D523)

The Epoxy prime coat shall be applied on poles for an DFT Average of 5.0 Mils for the bottom eight feet, 3.0 Mils DFT above that. Arms have the epoxy prime applied for a 3.0 mil DFT. DFT readings shall be taken in accordance with SSPC-PA2.

Top coat to be applied for an DFT of 3.0 mils average unless noted otherwise. Aerosol touch up should be used for coverage on areas that were masked by a hanging device (Hanging hook or chain, etc) or used to repair small scratches or imperfections.

Poles shall be set plumb, and centered, on the small cell standard foundation using leveling nuts when installed.

Defects and scratches on painted, powder-coated, or anodized poles shall be primed and painted with a color-matched paint to match undamaged pole sections. Defects and scratches on galvanized poles shall be re-galvanized in the field.

Stainless steel mounting hardware shall be used to mount luminaires, mast arms, access doors, Antenna, equipment cabinet, and other hardware to the poles. Apply an approved zinc-based anti-seize compound to all mounting hardware prior to assembly.

Banner arms (if required) shall be incorporated into small cell standard structural design.

CONDUIT:

All conduit shall be installed within the City ROW and shall be at least two-inch (2" minimum) inside diameter unless otherwise designated on the plans. The contractor and/or Wireless Provider may use larger conduit than specified. If larger conduit is used, it shall be for the entire run from outlet to outlet. Reducer couplings shall not be used. Larger conduits shall be sized to accommodate the constraints established by the hole in the pole anchor base plate.

Conduit terminating in standards or pedestals shall extend approximately two inches past the foundations and shall slope toward the junction box opening. Conduit entering pull boxes shall terminate two inches inside the box wall and two to five inches above the bottom, and shall slope toward the top of the box to facilitate pulling of conductors. Conduit entering through the bottom of a pull box shall be located near the end walls to leave the major portion of the box clear. At all outlets, conduits shall enter from the direction of the run.

The ends of all conduits, whether shop or field cut, shall be reamed to remove burrs and rough edges. Cuts shall be made square and true so that the ends will butt or come together for their

full circumference.

Unless otherwise specified, conduit shall be rigid non-metallic electrical conduit currently recommended and approved by Underwriters' Laboratories, Inc. for the proposed use conforming to ASTM-F 441 schedule 40, (Schedule 80 or bored HDPE where installed under roadways).

Fittings shall be the type used outside the conduit and PVC cement welded. Submersible fittings shall connect the conduit in a manner that makes the joints watertight.

All in-grade Pull Boxes shall be polymer concrete, bottomless and tier 22 rated bolted covers. 13 inches by 24 inches and 18 inches deep manufactured by Quazite; Cat. # PG1324BA18, unless otherwise noted on the plans. Covers shall be Cat. # PG1324HH00 with stainless steel bolts and the word "ELECTRIC" molded into the top

Non-metallic conduit shall be cut with a hacksaw or other approved tool. Non-metallic conduit connections shall be the solvent-weld type.

Conduit connections at junction boxes shall be tightly secured and waterproofed. All conduit ends shall be sealed with duct seal after installation of wiring. The duct seal shall be rated for outdoor use.

When specified, conduit shall be installed under existing pavement by boring operations. Where plans show that existing pavement is to be removed, jacking the conduit is not required. Jacking or drilling pits shall maintain a minimum of two feet clear of the edge of pavement. Water shall not be used as an aid in the jacking or drilling operations.

Trenching shall be in conformance with Park City standards. Backfill shall be per Park City standards. Detectable red electrical warning tape shall be installed between six inches and 12 inches below finished grade for all underground conduit runs.

Underground conduit shall be buried a minimum of two feet below finished grade. There shall be no sag between boxes. Conduit within the City ROW shall be buried 48 inches (maximum) below finished grade.

Junction Boxes shall be placed at conduit ends, at all locations where conduit bends in a single run would equal 360° or greater per NEC requirements, and at all other locations shown on the plans. The contractor may install additional pull boxes to facilitate the work.

Excavate minimum 24 inches below base depth of each junction box, backfill and compact with pea rock to permit draining of water.

Placement and setback of the junction boxes shall be coordinated with Park City. Unless otherwise shown on the plans or directed by Park City, junction boxes shall be installed so that the covers are level with the sidewalk grade. Covers shall be flush with the surrounding finished ground when no grade is established.

Where a conduit stub-out is called for on the plans, a sweeping elbow shall be installed in the direction indicated. All conduit stub outs shall be capped.

WIRING:

All wiring shall be copper, 600 Volt rated, Type: Conform to the applicable UL and ICEA Standards for the use intended. Copper conductors with 600-volt insulation unless otherwise specified or noted on the drawings. Stranded conductors for No. 8 and larger, with the exception of the ground rod conductor shall be #6 AWG solid, bare, copper.

Aluminum Conductors Prohibited: Aluminum conductors will not be permitted. Insulation: Type THWN/ XHHW for underground installation in conduit, insulation minimum unless otherwise specified or noted on the drawings. Size: No. 12 minimum unless otherwise specified or noted on the drawings. Not less than NEC (NESC if Utility owned) requirements for the system to be installed.

Color Coding: Phase, neutral and ground conductors color-coded in accordance with NEC (NESC if Utility owned). Connect all Conductors of the same color to the same phase conductor as follows:

208Y/120V-3PH-4W Color coding shall be:

- 1) Phase = Black
- 2) Phase = Red
- 3) Phase = Blue
- 4) Neutral = White
- 5) Ground = Green

120/240V-1PH-3W Color coding shall be:

- 1) Line 1 = Black
- 2) Line 2 = Red
- 3) Neutral = White
- 4) Ground = Green

Unless otherwise authorized, the multiple system of electrical distribution shall be used. Conductors of the size and material specified shall be installed for control wiring, luminaire wiring, small cell equipment wiring, City IOT wiring, main circuit wiring, ground wiring, service entrance wiring, and all other wiring necessary for a complete installation.

Conductors shall be sized to prevent a voltage drop of more than three percent per feeder run. All conductors shall be installed in conduit. All power and lighting circuits shall include an insulated green grounding conductor.

A complete grounding system shall be installed for the entire lighting installation. Grounding shall consist of ground cables, conduits, grounding rods, wire or strap, and ground fittings, as required by the NEC (or NESC if Utility owned).

Type THWN conductors shall be used for all underground conduit runs. Leave sufficient lengths of branch conductors to allow conductor splices to be extracted from pole base for maintenance. Type XHHW shall be used for the service entrance conductors.

Extend three conductor SOW cable feeder leads to the luminaires from the cables in the pole base.

Install in-the-line fuses on each feeder lead. Leave sufficient lengths of feeder conductors to allow fuses and conductors to be extracted from pole base for maintenance.

Provide a No. 6 AWG solid, bare, copper wire connection to ground rod with ample length to allow connection to light standard, and system ground conductor.

Attach grounding conductor to the energy suppliers neutral at the service point. Terminate grounding conductor with less than 25 ohms ground reference at the service point. If ground resistance is greater than 25 ohms, add additional ground rod(s) or other ground reference bond to bring the resistance to under 25 ohms resistance to earth.

Provide ground rods elsewhere as shown on the drawings. Butt splices within the bases are not acceptable.

Butt splices within the bases are not acceptable.

At each pole, provisions shall be made for convenient sectionalizing of the circuits. This shall be done by providing ample length (18 to 24 inches) of branch conductor ends and performing splices using submersible type (Burndy Uni-tap connectors or an approved equal). Wire nuts are not an acceptable method for splicing. Splicing shall only be performed within the pole bases and splice boxes where applicable.

Separation of service shall be provided within the pole by conduit or dividers. Electrical wiring and fiber shall be separated by Owner within.

FUSES

Each luminaire in the 120-volt system shall be fused with one 6-amp fuses. Fuse connectors shall be installed in the phase wires of their respective circuits at the pull box located adjacent to the light standards or in the pole base. The fuses shall be mounted in inline single-pole molded fuse connector/holders. The fuse holders shall be a DOT-PLUG (Catalog No. Duraline-16998), or approved equal.

Fuses shall be of the breakaway type. The contractor shall provide sufficient excess conductor length to allow withdrawal of the connected fuse holder. The grounding wires shall not be fused. Fuses and fuse holders shall be "UL" listed and shall be installed in such a manner that the fuse stays with the load side when holder is separated. In addition, the contractor shall form loops in the leads on each side of the fuse holders and so position the fuse holders so that they may be easily removed or inserted through the opening at top of pull box.

SECONDARY SERVICE PEDESTALS

The service cabinet shall include all equipment necessary to connect to the energy provider's overhead secondary conductors or transformer.

All-In-One commercial meter/power pedestal and non-metered/power pedestals shall meet or exceed Park City's Design Standards.

AS-BUILT DRAWINGS:

Contractor shall supply accurate as-built drawings of the project to Park City. Drawings shall indicate location and setback of conduit, lighting control center, and utility service point, and pole locations along the roadway measured from a reliable location.

ATTACHMENT A: MAIN STREET DECORATIVE LIGHTS

DRAFT

ATTACHMENT B: MAIN STREET DECORATIVE LIGHTS 4G & 5G OPTIONS

DRAFT

ATTACHMENT C: PARK CITY HISTORIC DISTRICT BOUNDARIES

DRAFT

Digital Antenna System Antenna Options

BEFORE:



AFTER:



BEFORE:

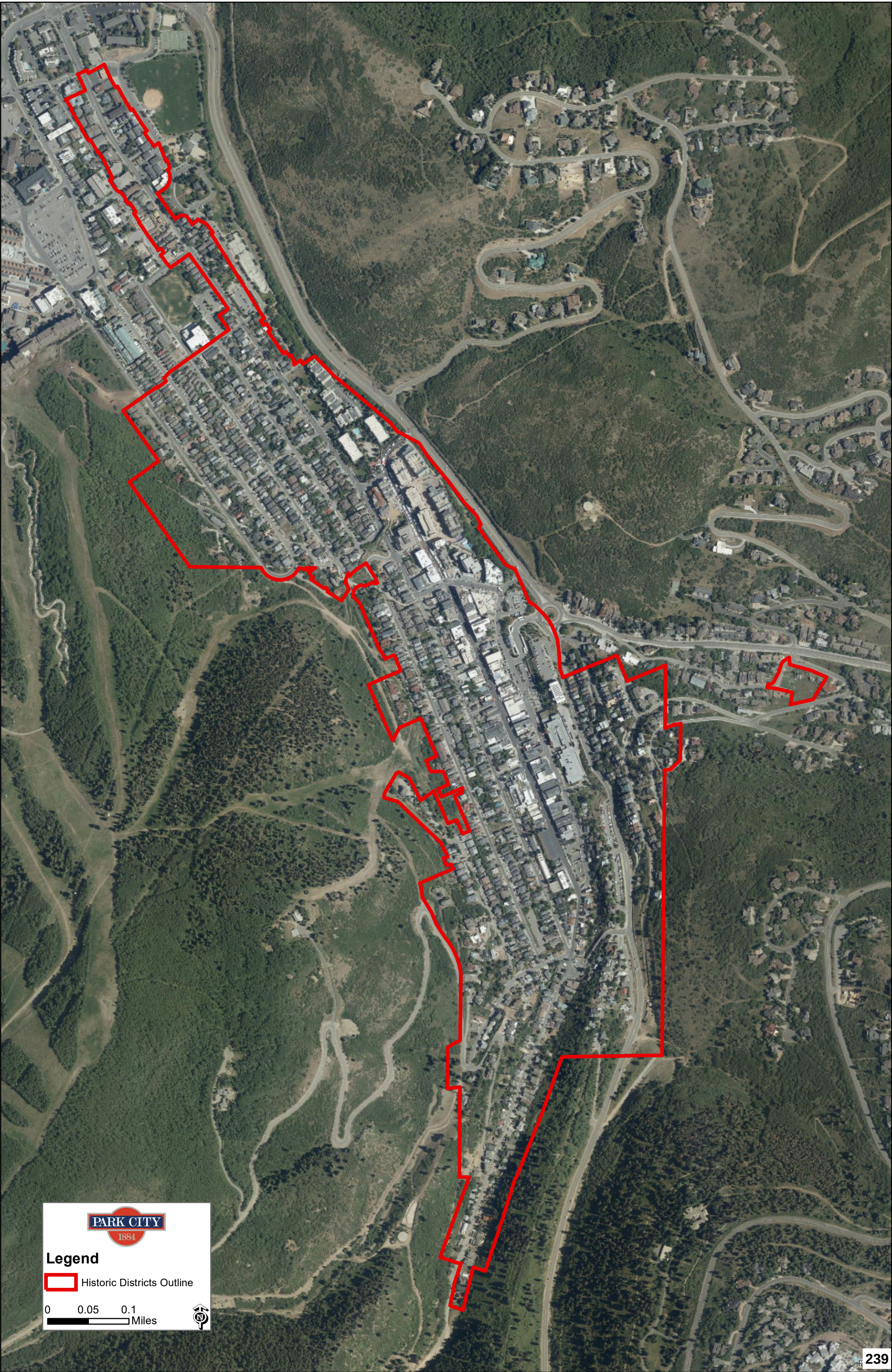


AFTER:



PROPOSED POLE-TOP EXTENSION
& ANTENNA

Historic Districts



AN ORDINANCE AMENDING TITLE 14, TREES/LANDSCAPING; STREETS, SIDEWALKS AND STAIRS; STREETCUTS; SNOW REMOVAL; STREET ADDRESS SYSTEM; NEWS RACKS BY AMENDING CHAPTER 14-7 SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHT OF WAY OF THE MUNICIPAL CODE OF PARK CITY

WHEREAS, the Municipal Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Municipal Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors, and to preserve the community's unique character and values; and

WHEREAS, on September 26, 2018, the Federal Communications Commission adopted a Declaratory Ruling and Report and Order (FCC 18-133) adopting 47 C.F.R. section 1.6001 et seq.; and

WHEREAS, in response to FCC 18-133 the Utah State Legislature enacted S.B. 189 "Small Wireless Facilities Deployment Act" ("SB 189") in the 2018 General Session; and

WHEREAS, SB 189, now codified as Utah Code section 54-21-101 et seq., regulates the deployment of small wireless facilities in the city right-of-way; and

WHEREAS, SB 189 permits local governments to exercise their police power by adopting an ordinance not in conflict with state code; and

WHEREAS, Park City Municipal Corporation desires to implement provisions of SB 189 by enacting Title 14 Chapter 7 of the Park City Municipal Code regulating the deployment of small wireless facilities in the city rights-of-way; and

WHEREAS, the City Council finds that the city rights-of-way within the city are: (a) critical to the travel and transport of persons and property in the business and social life of the city; (b) intended for public uses and must be managed and controlled consistent with that intent; (c) capable of being partially occupied by the facilities of wireless service providers and entities delivering services for the enhancement of the health, welfare, and well-being of the city and its citizens; and (d) a unique and physically limited resource requiring proper management to maximize the efficiency and to minimize the costs to the taxpayers of the foregoing uses and to minimize the inconvenience to and negative effects on the public from such facilities' construction, placement, relocation, and maintenance of the city's rights-of-way; and

WHEREAS, the City Council finds that the right to occupy portions of the city rights-of-way for providing wireless services is a valuable use of a unique public resource that has been acquired and is maintained at great expense to the city and its taxpayers, and therefore, the taxpayers of the city should receive fair and reasonable compensation for use of the city rights-of-way; and

WHEREAS, the City Council finds that while wireless facilities are in part an extension of interstate commerce, their operations also involve the city rights-of-way and vital business and community service, which are of local concern. The City Council also finds it has the proprietary right to determine what persons and entities are granted permission to use the city rights-of-way, and to determine the terms and conditions of such use; and

WHEREAS, the City Council finds that the proliferation of small wireless facilities and associated structures in the city rights-of-way presents a hazard to pedestrian and vehicular safety, as well as aesthetic and land use concerns. These concerns should be dealt with by encouraging placement of small wireless facilities on city-owned properties removed from the rights-of-way and on existing structures and utility poles, approving the city's design standards, and minimizing the number of new structures in a manner that does not effectively prohibit market access or competition; and

WHEREAS, the City Council finds entering a master license agreement with wireless providers: (a) fairly and reasonably compensates the city on a competitively neutral and nondiscriminatory basis as provided herein; (b) encourages competition by establishing terms and conditions under which wireless providers may use valuable public property to serve the public; (c) fully protects the public interests and the city from any harm that may flow from such commercial use of its city rights-of-way; (d) protects the police powers and proprietary authority of the city with respect to its city rights-of-way, in a manner consistent with federal and state law; (e) otherwise protects the public interests in the development and use of the city infrastructure; and (f) protects the public's investment in improvements in the public rights-of-way; and

WHEREAS, on December 16, 2021, the City Council approved Ordinance 2021-23, adding Title 14 Chapter 7 to the Municipal Code of Park City, titled Small Wireless Facilities in the Public Right-of-Way; requiring all small wireless facility vendors and providers to enter into a master license agreement before placing small wireless facilities in the City rights-of-way; and adopting design standards for the placement and operation of small wireless facilities within the City rights-of-way; and

WHEREAS, due to multiple challenges created by the installation of small wireless facility infrastructure within the Historic District and along Main Street, design standards within the Historic District were not approved by Council at the December 2021 meeting.

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

SECTION 1. DESIGN STANDARDS. All small wireless facilities shall adhere to the revised Design Standards for placement and operation within the city rights-of-way, which include design standards for the Historic District in section 2.7. (**See Attachment A**).

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 1st day of September, 2022.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, Mayor

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Margaret Plane, City Attorney

City Council Staff Report



Subject: Fox Tail Subdivision
Application: PL-21-04826
Author: Alexandra Ananth, Sr. Planner
Date: September 1, 2022
Type of Item: Administrative – Subdivision Plat

Recommendation

(1) Review the Fox Tail Subdivision; (2) continue the public hearing; and (3) consider approving Ordinance 2022-25, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval recommended by the Planning Commission in the Draft Ordinance (Exhibit A).

Description

Applicant: Douglas Ogilvy, REDUS Park City, LLC
Location: 3805 Fox Tail Trail (Parcel No. PCA-S-98-SEC-11)
Zoning District: Estate and Recreation Open Space
Adjacent Land Uses: Residential, Open Space
Reason for Review: Subdivisions require Planning Commission review and City Council action¹

LMC Land Management Code
LOD Limits of Disturbance
ROS Recreation Open Space
ROW Right-of-Way
SLO Sensitive Land Overlay

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

3805 Fox Tail Trail has received considerable public input and scrutiny from the public, neighborhood, and Park City Planning Commission over the past year.

The Council held a public hearing on July 21, 2022 ([Staff Report](#), Draft Minutes included in the Council packet, see July 21, 2022 Minutes pages 6-9), and voted to **continue** the item to September 1, 2022, in order to allow Councilmembers time to make a site visit and for Staff to address the following questions raised at the Council public hearing:

1. What does the Annexation require?
2. What is allowed on the Recreation Open Space (ROS) portion of Lot 1?
3. Was a prescriptive easement established by public use of the connector trail?

¹ [LMC § 15-7.1-2, Procedure.](#)

The property is currently a 32.73-acre meets and bounds Parcel as indicated in Figure 1 below. The Parcel is subject to two zones as shown on Figure 2. The applicant is proposing to create a 3.79-acre Lot of Record with 3.03 acres in the Estate Zoning District and 0.76 acres in the ROS Zoning District. The remaining 28.94-acre Parcel would be dedicated to the City as Open Space, consistent with the Annexation Agreement.

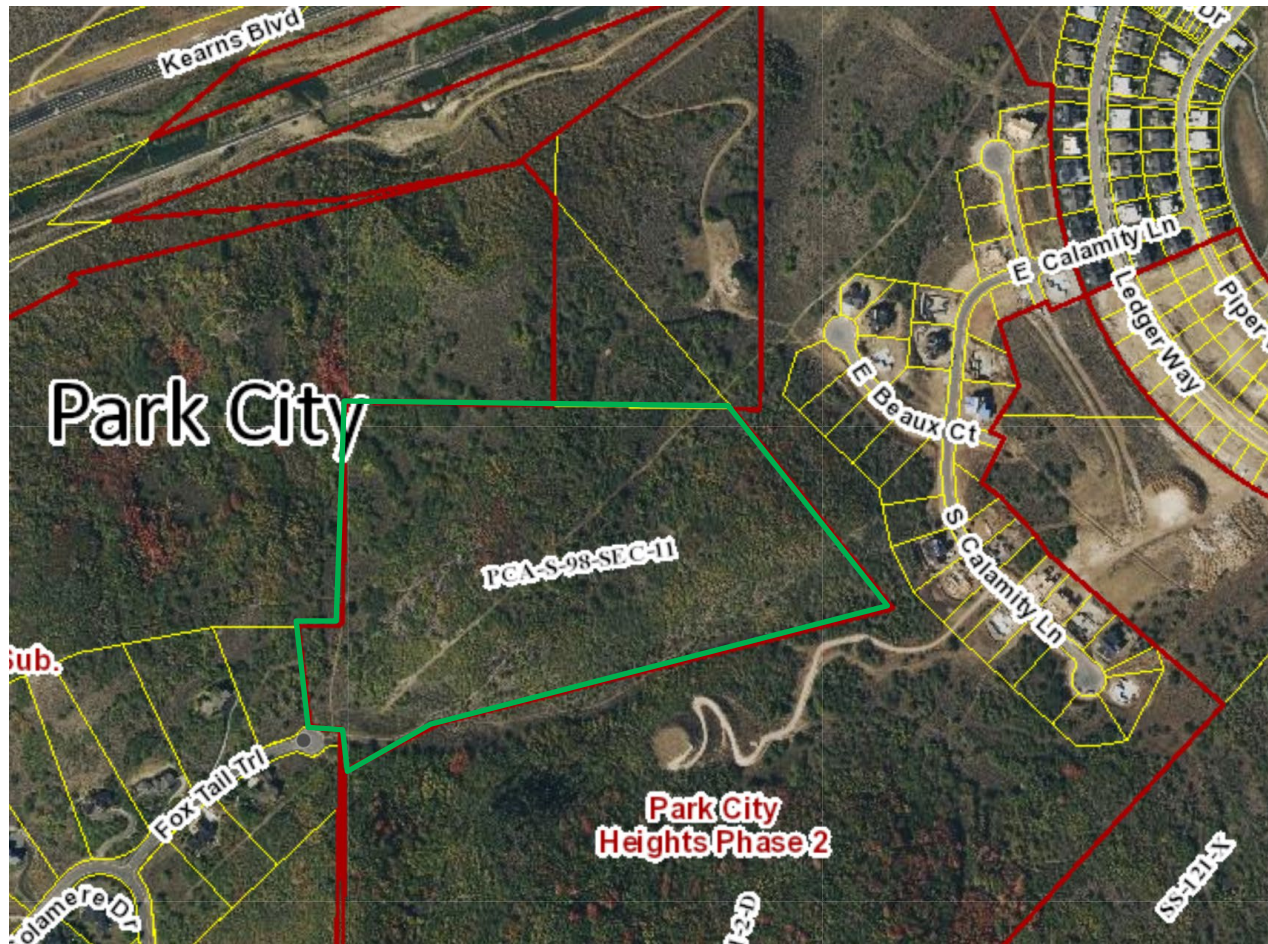


Figure 1: Summit County Parcel Viewer

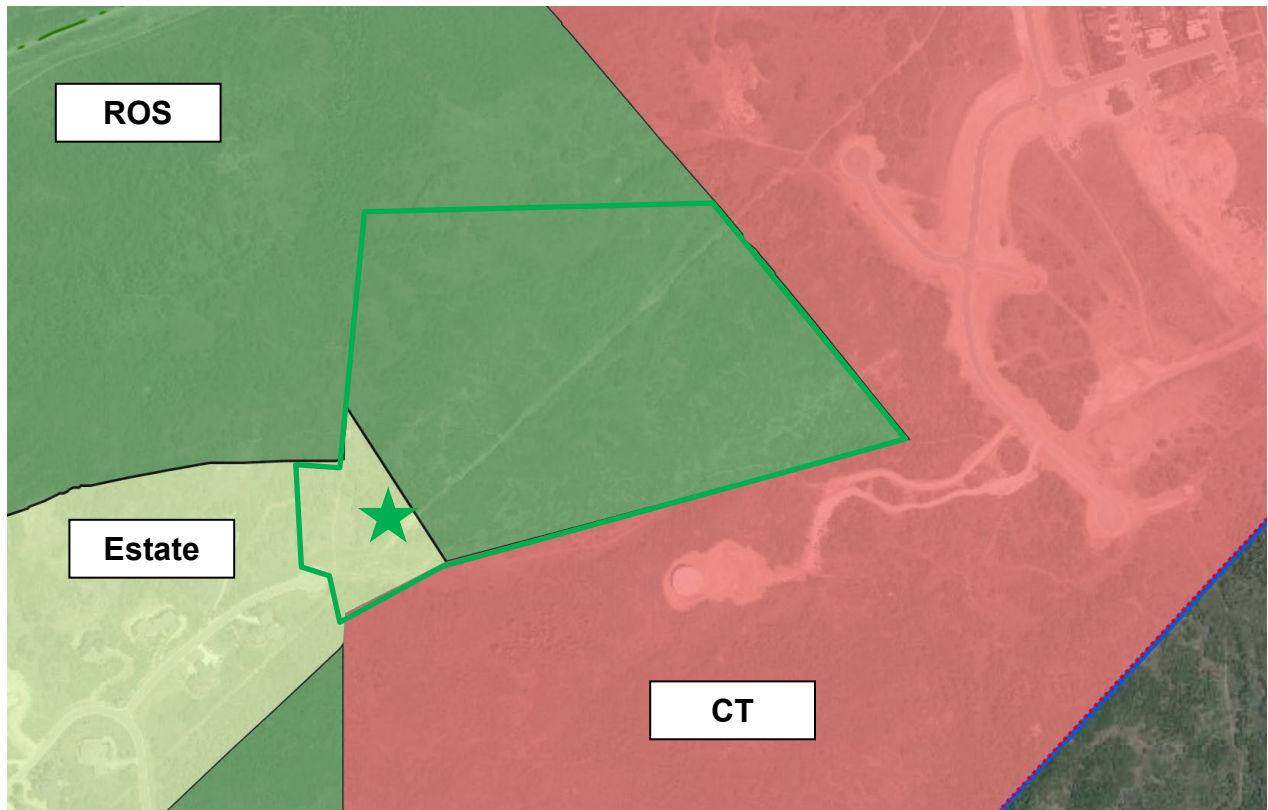


Figure 2: Park City Zoning Map



Analysis

The property is subject to a series of prior land use approvals that determined the zoning, Density and development restrictions that apply to the proposed Lot. The relevant approvals are detailed in the table below.

In 1995, the City Council approved the Hidden Meadow Subdivision Phase I, and ***Parcel No. PCA-S-98-SEC-11, the subject property, was not included in the Subdivision*** (Exhibit G; Summit County Recorder Entry No. 436642), but is referenced in Table B on the plat as Lot 26.

The property was anticipated to be platted as Lot 26 in the conceptual Hidden Meadow Phase II subdivision, which was expected to follow the Hidden Meadow Phase I subdivision; however, the Hidden Meadow Phase II subdivision did not move forward until now. ***The Hidden Meadow CC&Rs outlined a timeline to include Parcel No. PCA-S-98-SEC-11 in the Hidden Meadow Subdivision and Homeowner Association (HOA). However, the option expired on September 1, 2002. (Exhibit H, Article XII).***

Date	Document	Details
February 3, 1994	Resolution No. 2-94	A Resolution Annexing 227.99 Acres of Hidden Meadow Into the Corporate Limits of Park City, Utah
February 3, 1994	Ordinance No. 94-2	An Ordinance Amending the Official Zoning Map of Park City, Utah, to Include the Hidden Meadow Property
May 11, 1995	Ordinance No. 95-19	An Ordinance Approving the Final Plat of Hidden Meadow Located at Solamere Drive, Park City, Utah
May 16, 1995	Summit County Recorder Entry No. 430356 (Exhibit H)	Amendment to the Hidden Meadow Annexation Agreement
August 31, 1995	Ordinance No. 95-45	An Ordinance Amending the Final Plat of Hidden Meadow Located at Solamere Drive, Park City, Utah
August 15, 1996	Ordinance No. 96-40	An Ordinance Accepting the Public Improvements at Hidden Meadow Subdivision

Hidden Meadow Phase I subdivision was approved with 45 lots but only 44 lots were platted, leaving one unit of Density allocated to Lot 26, expected to be platted as Hidden Meadow Phase II, now proposed as 3805 Fox Tail Trail, Fox Tail Trail Subdivision. The Applicant has indicated that after reviewing the records they believe the property was not

included in the Phase 1 Plat because of the potential to connect Fox Tail Trail to the adjacent Park City Heights. Any road would have been located on the subject property, so it was held back from platting and development. Since then, Park City Heights has been developed without a road connection to the Solamere neighborhood and the Parcel remains vacant.

1. What does the Annexation require?

The Hidden Meadow Annexation Agreement Section 2, adopted by [Resolution No. 2-94](#), establishes the zoning and Density for the Hidden Meadows Lots stating that:

2. Zoning. Upon annexation, the Hidden Meadows property will become subject to the Park City Land Management Code, Subdivision Regulations, Sensitive Lands Ordinance, and all other Park City ordinances and building regulations. The property will be zoned in two areas as shown on the annexation plat for the property, which is incorporated into this agreement as Exhibit B. The open hillsides outside of the development area will be zoned RECREATION OPEN SPACE (ROS). The developed area will be zoned ESTATE (E), with maximum density as outlined in Paragraph 4 of this agreement. It is understood that the underlying zone for the entire parcel for the purpose of density calculations is Estate (E) and that the open space areas will be zoned Recreation Open Space (ROS) to ensure the area remains in open space.

The Annexation Resolution also establishes the density allocated to the three subdivisions located within the Hidden Meadow annexation area— Hidden Meadow Phase I, Royal Oaks Phase II, and the proposed Fox Tail Trail Subdivision (Hidden Meadows Phase II). Pursuant to the Annexation Resolution:

C. Total Density. The total density on the Hidden Meadows Property shall be 53 lots. Nine of these lots shall be part of Royal Oaks Phase II; the remaining 44 lots shall be Hidden Meadows lots. The density shall comply with the provisions of the Sensitive Lands Ordinance, with the exception of the bonus and Royal Oaks Phase II lots.

In May of 1995, an Amendment to the Hidden Meadow Annexation Agreement was adopted and reallocated the Density of the subdivisions based on an adjusted affordable housing obligation agreement where the developer paid a fee-in-lieu rather than build affordable housing on-site. With this, the Density allocated to Hidden Meadow subdivision became 45 single-family lots:

“The total density on the Hidden Meadow Property shall be 53 54 lots. Nine of these lots shall be part of Royal Oaks Phase II; the remaining 44 45 lots shall be Hidden lots. The density shall comply with the provisions of the Sensitive Lands Ordinance with the exception of the bonus and Royal Oaks Phase II lots.”

(¶ 4. C. of Summit County Recorder Entry No. 430356, Exhibit H).

Hidden Meadow Phase I was approved with 45 lots but platted with only 44 lots, leaving one unit of Density allocated to the subject property.

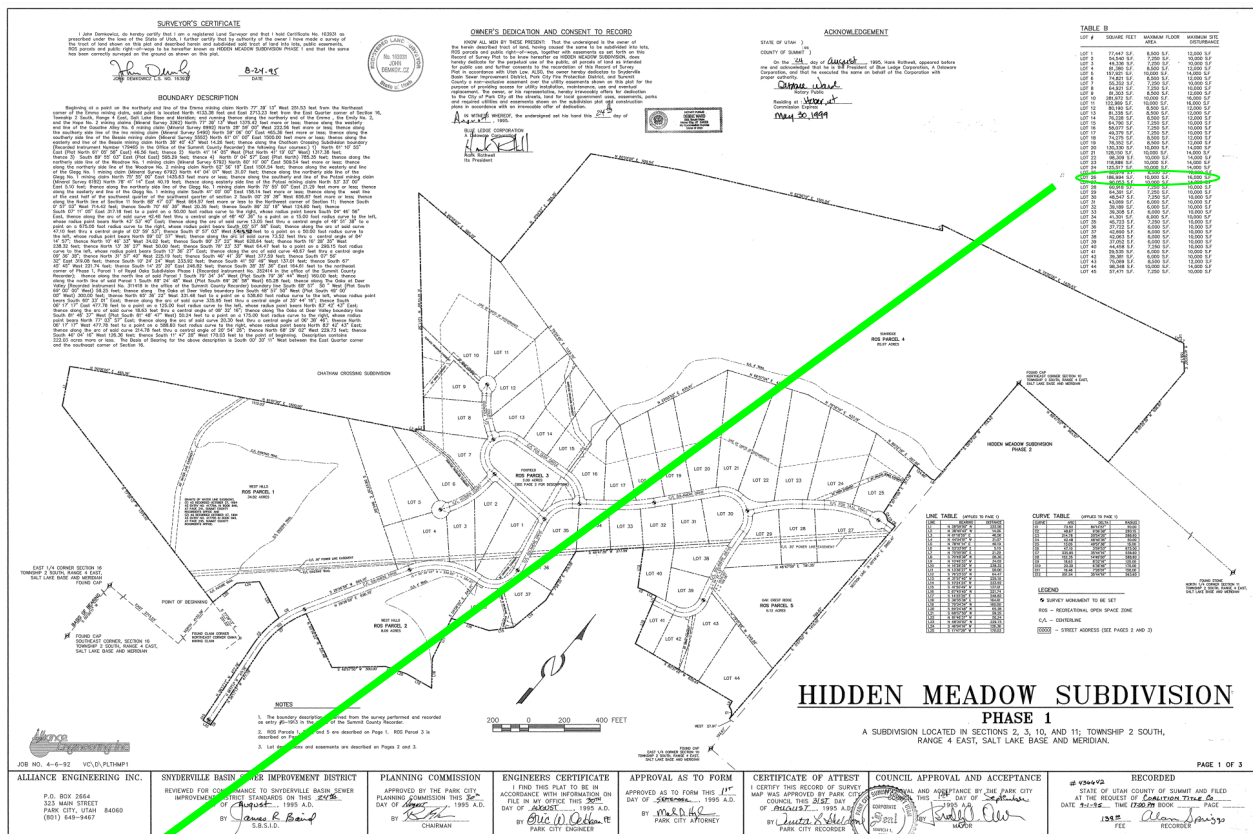
The Annexation Agreement also establishes the obligation for the developer to dedicate trails to Park City on the final plat, for Open Space, and areas to be designated as Recreation Open Space on the final plat, and for the Open Space areas to be dedicated to the City in fee simple. The Open Space area is also required to be restricted and preserved in perpetuity in the form of a deed restriction, conservation easement, or similar mechanism.

6. Trails and Sidewalks. A trails plan shall be approved concurrently with the preliminary plat and shall conform to the MPD approval. The trails shall be dedicated to Park City in the final plat. Park City reserves the right to develop additional trails in any open space areas which are dedicated to Park City.

and

B. Use Restrictions and Preservation. The open space areas shall be subject to a restriction which will ensure the perpetual preservation of the open space and restrict the uses of the parcels. This restriction may take the form of a deed restriction, conservation easement, or some other mechanism acceptable to the City Attorney.

Table B of the The Hidden Meadows Subdivision Phase 1 lays out the Lot Size, Maximum Floor Area, and Maximum Site Disturbance for all Hidden Meadows Lots, including Lot 26, the subject property:



LOT 26	186,994 S.F.	10,000 S.F.	16,000 S.F.
---------------	---------------------	--------------------	--------------------

Figure 4: Hidden Meadow Phase 1 Subdivision Plat including a blow up of the parameters for Lot 26.

Lot 26 was originally slated to be a 186,994 square feet or 4.3-acres in the Hidden Meadow Subdivision, as noted above. The proposed Fox Tail Trail Subdivision Lot 1 has been reduced, to 165,320 square feet or 3.79-acres, increasing the amount of Recreation Open Space to be dedicated to the City. One unit of Density is entitled to the property by nature of the Annexation Resolution. The proposed Lot complies with the Lot and Site Requirements of the Estate zoning district. The proposed Subdivision dedicates 28.94-acres of Recreation Open Space (Parcel A) to the City, and Conditions of Approval require the Recreation Open Space portion of Lot 1 to be subject to a Deed Restriction. This portion of the site is not developable, and the proposed Limits of Disturbance (LOD) do not encroach into this portion of the lot. Finally, the Applicant has proposed a Restrictive Covenant in favor of the Hidden Meadows HOA restricting short-term rentals, timeshares, and fractional ownership arrangements.

The image below is the recorded Annexation Plat, with emphasis added to show the 3805 Fox Tail Trail property (red outline), and the area to be in the Estate Zoning District where a single-family home could be constructed (yellow highlight).

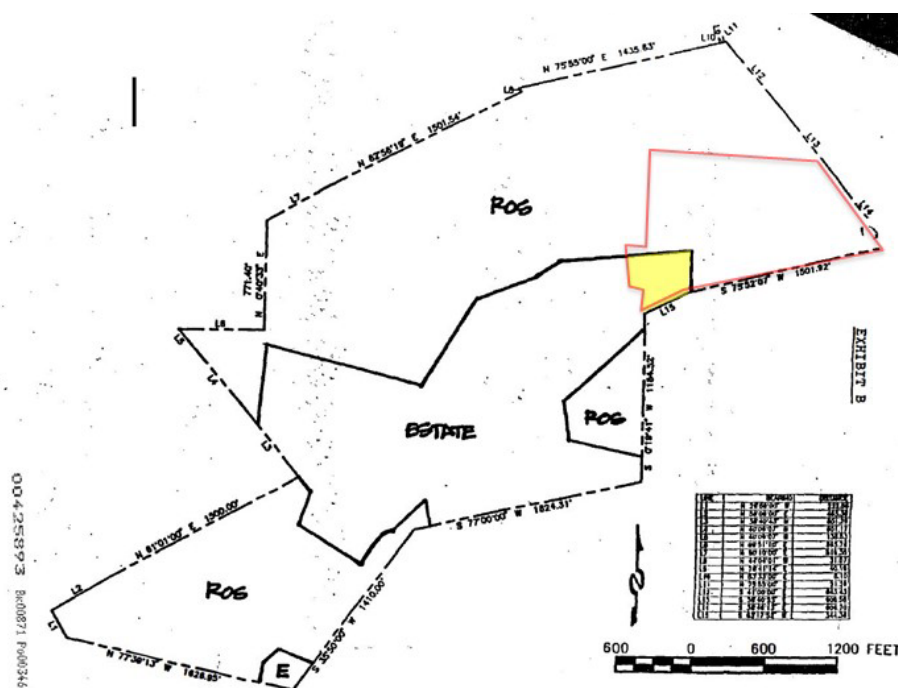


Figure 5. Annexation Plat.

Source: Hidden Meadow Annexation Resolution No. 2-94, Emphasis Added by Staff.

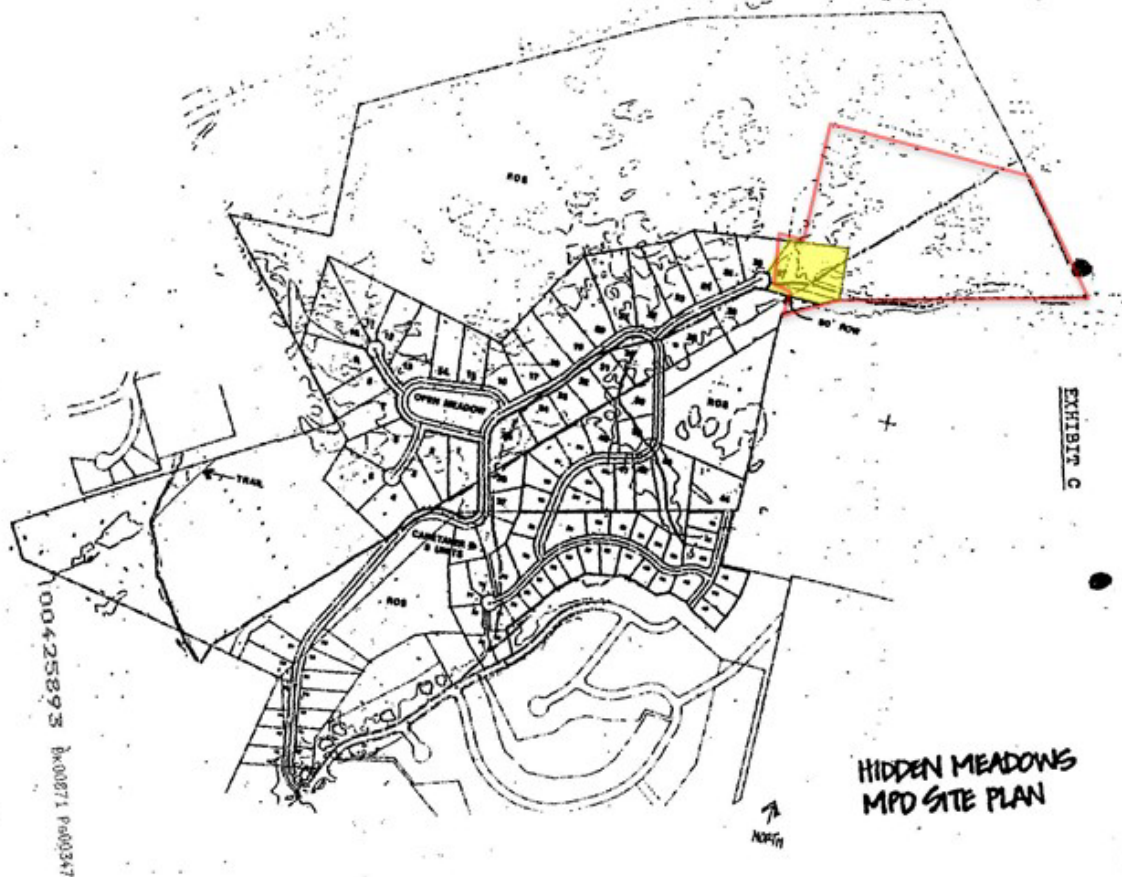


Figure 6. Site Plan Per Approved MPD.

Source: Hidden Meadow Annexation Resolution No. 2-94, Emphasis Added by Staff.

Table B of the Hidden Meadow Subdivision Please 1, is copied below to show that out of the 45 Lots 11 lots have Maximum Floor Areas of 10,000 square feet and 10 Lots have Maximum Site Disturbances of 14,000-16,000 square feet. All of the lots with Maximum Floor Areas of 10,000 or higher are over 90,000 square feet in size. The proposed area of this new lot is 165,320 square feet and just the Estate Zoned land is 131,987 square feet. Of the six (6) lots located on Fox Tail Trail not including the subject property, four of the Lots have Maximum Allowed Floor Areas of 10,000 square feet, including Lots 23, 24, 27, and 28. Lots 25 and 29 are significantly smaller and have smaller Maximum Floor Areas. While as stated in prior hearings, staff acknowledged that most of the lots have not been built out close to the 10,000 max, the restrictions remain the cap and redevelopment could approach their respective limits. However, the maximum limit is just that and not a guarantee the lot can accommodate the maximum with other considerations on each lot, and the same is true for this new lot.

The Planning Department notes that there is no Maximum House Size or Floor Area in the Estate Zone but the Zone requires a minimum of three (3) acres of land per lot, which the proposal meets.

TABLE B

LOT #	SQUARE FEET	MAXIMUM FLOOR AREA	MAXIMUM SITE DISTURBANCE
LOT 1	77,447 S.F.	8,500 S.F.	12,000 S.F.
LOT 2	54,540 S.F.	7,250 S.F.	10,000 S.F.
LOT 3	49,336 S.F.	7,250 S.F.	10,000 S.F.
LOT 4	81,380 S.F.	8,500 S.F.	12,000 S.F.
LOT 5	157,921 S.F.	10,000 S.F.	14,000 S.F.
LOT 6	74,821 S.F.	8,500 S.F.	12,000 S.F.
LOT 7	55,352 S.F.	7,250 S.F.	10,000 S.F.
LOT 8	64,921 S.F.	7,250 S.F.	10,000 S.F.
LOT 9	81,303 S.F.	8,500 S.F.	12,000 S.F.
LOT 10	281,972 S.F.	10,000 S.F.	16,000 S.F.
LOT 11	122,989 S.F.	10,000 S.F.	16,000 S.F.
LOT 12	80,190 S.F.	8,500 S.F.	12,000 S.F.
LOT 13	81,338 S.F.	8,500 S.F.	12,000 S.F.
LOT 14	76,228 S.F.	8,500 S.F.	12,000 S.F.
LOT 15	64,790 S.F.	7,250 S.F.	10,000 S.F.
LOT 16	58,077 S.F.	7,250 S.F.	10,000 S.F.
LOT 17	49,379 S.F.	7,250 S.F.	10,000 S.F.
LOT 18	74,275 S.F.	8,500 S.F.	12,000 S.F.
LOT 19	78,352 S.F.	8,500 S.F.	12,000 S.F.
LOT 20	130,330 S.F.	10,000 S.F.	14,000 S.F.
LOT 21	128,150 S.F.	10,000 S.F.	14,000 S.F.
LOT 22	98,309 S.F.	10,000 S.F.	14,000 S.F.
LOT 23	118,896 S.F.	10,000 S.F.	14,000 S.F.
LOT 24	125,517 S.F.	10,000 S.F.	14,000 S.F.
LOT 25	80,976 S.F.	8,500 S.F.	12,000 S.F.
LOT 26	186,994 S.F.	10,000 S.F.	16,000 S.F.
LOT 27	90,053 S.F.	10,000 S.F.	14,000 S.F.
LOT 28	60,918 S.F.	7,250 S.F.	10,000 S.F.
LOT 29	64,391 S.F.	7,250 S.F.	10,000 S.F.
LOT 30	48,547 S.F.	7,250 S.F.	10,000 S.F.
LOT 31	43,069 S.F.	6,000 S.F.	10,000 S.F.
LOT 32	39,189 S.F.	6,000 S.F.	10,000 S.F.
LOT 33	39,308 S.F.	6,000 S.F.	10,000 S.F.
LOT 34	41,301 S.F.	6,000 S.F.	10,000 S.F.
LOT 35	45,723 S.F.	7,250 S.F.	10,000 S.F.
LOT 36	37,722 S.F.	6,000 S.F.	10,000 S.F.
LOT 37	42,690 S.F.	6,000 S.F.	10,000 S.F.
LOT 38	42,063 S.F.	6,000 S.F.	10,000 S.F.
LOT 39	37,052 S.F.	6,000 S.F.	10,000 S.F.
LOT 40	44,458 S.F.	7,250 S.F.	10,000 S.F.
LOT 41	29,535 S.F.	6,000 S.F.	10,000 S.F.
LOT 42	39,381 S.F.	6,000 S.F.	10,000 S.F.
LOT 43	75,089 S.F.	8,500 S.F.	12,000 S.F.
LOT 44	98,348 S.F.	10,000 S.F.	14,000 S.F.
LOT 45	57,471 S.F.	7,250 S.F.	10,000 S.F.

2. What is allowed on the Recreation Open Space (ROS) portion of Lot 1?
LMC § 15-2.7-2 Uses, states:

Uses in the ROS District are limited to the following:

1. **ALLOWED USES.**

1. Conservation Activity
2. Food Truck Locations⁴

2. **ADMINISTRATIVE CONDITIONAL USES¹.**

1. Trail and Trailhead Improvement
2. Outdoor Recreation Equipment
3. Essential Municipal Public Utility Use, Service, or Structure, less than 600 sq. ft.
4. Accessory Building, less than 600 sq. ft.
5. Ski-related Accessory Building, less than 600 sq. ft.
6. Parking Area or Structure with four (4) or fewer spaces
7. Outdoor Event, Outdoor Music
8. Temporary Construction Improvement
9. Raising, grazing of horses
10. Raising, grazing of livestock
11. Anemometer and Anemometer Towers

3. **CONDITIONAL USES.**

1. Agriculture
2. Recreational Outdoor and Trail Lighting
3. Recreation Facility, Private⁵
4. Recreation Facility, Public
5. Recreation Facility, Commercial
6. Golf Course
7. Passenger Tramway Station and Ski Base Facility
8. Ski Tow Rope, Ski Lift, Ski Run and Ski Bridge
9. Recreational Sports Field
10. Skating Rink
11. Skateboard Park
12. Public and Quasi-Public Institution, Church, and School, Park, Plaza, Structure for Public Assembly, greater than 600 sq. ft.
13. Essential Municipal Public Utility Use, Facility, Service, and Structure, greater than 600 sq. ft.
14. Accessory Building, greater than 600 sq. ft.
15. Ski-Related Accessory Building, greater than 600 sq. ft.
16. Child Care Center
17. Commercial Stable, Riding Academy
18. Vehicle Control Gates²
19. Resort Support, Commercial
20. Cemetery

- 21. Parking Area or Structure with five (5) or more spaces
- 22. Telecommunications Antenna³
- 23. Mines and Mine Exploration
- 24. Plant and Nursery stock products and sales
- 25. Fences greater than six feet (6') in height from Final Grade.
- 26. Small Wind Energy Systems

4. **PROHIBITED USES**. Any use not listed above as an Allowed or Conditional Use is a prohibited Use.

The Planning Department recommends a new Condition of Approval, ***The ROS portion of Lot 1 be limited to the following Uses: Private trails for the benefit of the owners of Lot 1, private outdoor recreation equipment not to exceed 100 square feet such as a bench or seating area. No accessory building(s) shall be allowed outside of the LOD indicated on the Plat.***

3. Was a prescriptive easement established by public use of the connector trail?

The applicant asserts that the use of the informal connector trail has been permissive. Prior to receipt of a complete application, neither the City nor a private individual sought to quiet title asserting easement rights on the lot. The City Council does not have the authority to determine whether the standards for a prescriptive easement or dedication by public use are met on private property. The City may seek dedication of required public ways in accordance with the subdivision requirements in the LMC and prior approvals/COAs. Staff finds that those requirements are satisfied by the proposed application and trails as outlined earlier in the staff report. However, regardless of the Council's decision to approve or deny the application, private or public easements rights may still be asserted in the appropriate forum [court].

(VII) There is Good Cause for the Fox Tail Subdivision.

The Planning Commission shall make a finding as to Good Cause prior to making a positive recommendation to City Council.² Land Management Code [§ 15-15-1](#) defines *Good Cause* as “[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and Park City and furthering the health, safety, and welfare of the Park City community.”

The Planning Department finds Good Cause for this Subdivision as it protects the Ridge Line Area, does not increase Density, encourages orderly and beneficial Development, and complies with Estate and ROS Zoning District Lot and Site Requirements, and the requirements of the Sensitive Land Overlay. Consistent with the Annexation Agreement,

² LMC [§ 15-7.1-6\(C\)](#)

the applicant will dedicate 28.94-acres (Parcel A) to the City for continued use as trails and open space. Additionally, the Applicant has offered a Deed Restrictions in favor of the Hidden Meadows HOA and a Plat Note prohibiting Nightly (short-term) rentals, timeshares, and fractional ownership arrangements.

There has been no public input alleging non-compliance with the subdivision, nor the lot regulations for the zone. Also, no Public Street, Right-of-Way, or easement is vacated.

Public Input

Since the July 21 2022, Council meeting there has been one additional public comment received (Exhibit L) which is addressed in this Staff Report. In response to this letter the Planning Department notes the subject property consists of one 33-acre Parcel that the applicant is proposing to Subdivide into one Lot (consistent with the intent of Lot 26 with respect to Lot Size, Maximum Floor Area, and Maximum Limits of Disturbance) and one Parcel to be dedicated to the City (consistent with the Annexation Agreement). The subject property has not been previously platted. The Analysis section above regarding the two zones and calculation of lot sizes and corresponding limits on floor area are responsive to the 8/8/22 letter sent to Council. Staff will be prepared to answer any follow-up questions at the hearing.

Exhibits

Exhibit A: Ordinance 2022-25
Exhibit B: Applicant's Narrative
Exhibit C: Fox Tail Height Cap Visual Analysis
Exhibit D: Existing Conditions Survey
Exhibit E: Slope Constraints Map
Exhibit F: Hidden Meadow Annexation Plat
Exhibit G: Hidden Meadow Annexation Resolution, Resolution No. 2-94
Exhibit H: Amendment to the Hidden Meadow Annexation Agreement, Summit County Recorder Entry No. 430356
Exhibit I: Hidden Meadow Subdivision
Exhibit J: Hidden Meadow CC&Rs
Exhibit K: Fox Tail Sight Line Analysis
Exhibit L: Public Comments submitted since May 25, 2022
Exhibit M & N: Draft Restrictive Covenants to City and Hidden Meadows HOA

Ordinance No. 2022-25

**AN ORDINANCE APPROVING THE FOX TAIL SUBDIVISION, LOCATED AT
3805 FOX TAIL TRAIL, PARK CITY, UTAH**

WHEREAS, the owners of the property located at 3805 Fox Tail Trail petitioned the City Council for approval of the Fox Tail Trail Subdivision to create a 3.79-acre Lot for a Single-Family Dwelling, and a 28.94-acre Parcel to be dedicated to Park City subject to a Deed Restriction; and

WHEREAS, on July 14, 2021, the *Park Record* published notice for the Planning Commission and City Council public hearings; and

WHEREAS, on July 14, 2021, staff mailed courtesy notice to property owners within 300 feet, posted notice to the Utah Public Notice Website and City Website, and posted notice to the property for the Planning Commission and City Council public hearings; and

WHEREAS, on October 13, 2021, the Planning Commission reviewed the proposed Fox Tail Subdivision and held a public hearing; and

WHEREAS, on February 9, 2022, the Planning Commission reviewed the proposed Fox Tail Subdivision and held a public hearing; and

WHEREAS, on May 11, 2022, the Planning Commission reviewed the proposed Fox Tail Subdivision, visited the site, and held a work session; and

WHEREAS, on June 22, 2022, the Planning Commission reviewed the proposed Fox Tail Subdivision and held a public hearing and forwarded a positive recommendation for City Council's consideration on July 21, 2022; and

WHEREAS, on July 21, 2022, and September 1, 2022, the City Council reviewed the Fox Tail Subdivision and held public hearings; and

WHEREAS, the Fox Tail Subdivision is consistent with the Park City Land Management Code, including Chapters 15-2.7, 15-2.10, and 15-2.21, and Sections 15-7.3-2 and 15-7.3-3.

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

SECTION 1. APPROVAL. The Fox Tail Subdivision is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. In 1995, the City Council adopted Resolution No. 2-94, annexing 227.99 acres of Hidden Meadow.
2. Parcel No. PCA-S-98-SEC-11 was included on the annexation plat.
3. In 1995, the City Council approved the Hidden Meadow Subdivision. Parcel No. PCA-S-98-SEC-11 was not included in the Subdivision.
4. The Hidden Meadow CC&Rs outlined a timeline to include Parcel No. PCA-S-98-SEC-11 in the Hidden Meadow Subdivision and Homeowner Association. However, the option expired.
5. Hidden Meadow Phase I was approved with 45 lots, leaving one unit of Density allocated to the subject property.
6. The Annexation Agreement also establishes the obligation for the owner/developer to dedicate trails to Park City on the final Plat for Open Space, areas to be designated as Recreation Open Space, and for the Open Space areas to be dedicated to the City.
7. The Applicant proposes the Fox Tail Subdivision to create a 3.79-acre Lot in the Estate Zoning District for a Single-Family Dwelling with a portion of the Ridgeline Area zoned Recreation Open Space, and to create a 28.94-acre Parcel, to be dedicated to Park City Municipal Corporation to retain as Recreation Open Space pursuant to a Deed Restriction.
8. The Recreation Open Space portion of Lot 1 will be protected, pursuant to a Deed Restriction in favor of the City. This portion of the site is not developable, and the proposed Limits of Disturbance (LOD) do not encroach into this portion of the lot.
9. Maximum Floor Area and Limits of Disturbance are consistent with what is allowed in the surrounding neighborhood and what was originally envisioned for Hidden Meadows Phase 2.
10. The proposed Subdivision complies with the purposes of the Estate and Recreation Open Space Zoning Districts, and Sensitive Land Overlay.
11. The proposed Subdivision complies with the Lot and Site requirements for the Estate and Recreation Open Space Zoning Districts.
12. The minimum lot size for the Estate Zoning Districts is 130,680 square feet. The proposed Lot contains 165,320 square feet.
13. The proposed Subdivision complies with Land Management Code Section 15-7.3-2, as outlined in the staff report, and conditioned below.
14. The proposed Subdivision complies with Land Management Code Section 15-7.3-3, as outlined in the staff report, and conditioned below.

Conclusions of Law

1. There is Good Cause for this Subdivision because it protects the Ridge Line Area, encourages orderly and beneficial Development, complies with the Sensitive Land Overlay, and dedicates 28.94-acre Parcel A to the City as Recreation Open Space.
2. The Subdivision complies with Land Management Code Chapters 15-2.7, 15-

- 2.10, and 15-2.21, as well as Sections 15-7.3-2 and 15-7.3-3.
3. Neither the public nor any person will be materially injured by the proposed Subdivision.
 4. Approval of the Subdivision, 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 year, this approval will be void, unless the applicant submits a request for an extension 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 construction, to be approved by the Chief Building Official.
4. A non-exclusive ten-foot public snow storage easement on Fox Tail Trail shall be dedicated on the plat.
5. The property is not located within the Soils Ordinance and therefore it is not regulated by the City for mine-related impacts. However, if the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.
6. 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.
7. All Significant Vegetation that is removed shall be replaced in kind.
8. Limits of Disturbance are not to exceed 16,000 square feet as shown on the Plat in order to protect Significant Vegetation, the Ridge Line Area, and ROS zoned portions of the Lot.
9. A Ridge Line Area and 150-foot buffer prohibiting development shall be included on the final plat. The Lot shall comply with Estate Zoning District requirements for Maximum Building Height of 28 feet plus exceptions for roof pitch of 4:12 or greater. In addition, to further mitigate visual impact from Fox Tail Court, no point of the building shall exceed an elevation of 7,135 feet.
10. The driveway and utility lines should be designed to work with Existing Grade and cut and fill Slopes should be minimized. The driveway shall be placed so that disturbance of Significant Vegetation is minimized.
11. Existing natural drainage shall be maintained.
12. Interior and exterior fire sprinkler systems may be required by the Park City Fire District at the time of Building Permit review.
13. No existing trails will be relocated. The Applicant shall dedicate a ten-foot-wide trail easements on Lot 1 for the existing Fox Tail Trail and for the recently

constructed trail connecting the cul-de-sac to Park City Heights. Fox Tail Short Cut, which is not a recognized trail, will be closed.

14. Lot drainage shall be laid out to provide positive drainage away from the Single-Family Dwelling in accordance with the International Building Code.
15. The Applicant shall submit a vegetation protection plan prior to applying for a building permit outlining vegetation protection during construction and revegetation after construction and a designated driveway location shall be shown on the final plat subject to Planning Director, Chief Building Official, and City Engineer review and approval.
16. All disturbed areas on the Lot shall be covered with topsoil and revegetated.
17. No cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish, or other waste materials of any kind shall be buried in any land or left or deposited on the Lot at the time of a Certificate of Occupancy.
18. The plat notes shall state that the Maximum Floor Area for Fox Tail Subdivision Lot 1 is 10,000 square feet.
19. The plat notes shall state that the Maximum Site Disturbance shall be 16,000 square feet exclusive of area disturbed for driveway and sewer improvements.
20. The 0.9-acres of Lot 1 within the ROS zone shall be subject to a restrictive covenant in favor of Park City Municipal Corporation further restricting development. This Covenant shall be recorded on the same day as the final plat. This agreement shall also satisfy as a development agreement that allows for Architectural Review of the single-family residence.
21. The ROS portion of Lot 1 shall be limited to the following Uses: Private trails for the benefit of the owners of Lot 1, private outdoor recreation equipment not to exceed 100 square feet such as a bench or seating area. No accessory building(s) shall be allowed outside of the Limits of Disturbance (LOD) indicated on the Plat.
22. The Applicant shall dedicate 28.94 acres of ROS zoned land to Park City Municipal Corporation, to be recorded on the same day as the final plat.
23. No Certificates of Occupancy shall be issued until the recordation of the easements are completed to City trail standards and approved by the Open Space and Trails Manager.
24. Nightly rentals, short-term rentals less than a 12-month term, commercial uses, and fractional ownership of the single-family dwelling are prohibited and a Restrictive Covenant in favor of the Hidden Meadows HOA shall further enforce this Condition.
25. The Plat shall include a note stating that the Lot is subject to the Architectural Guidelines within the Park City LMC satisfying the requirement for a development agreement for Architectural Review of the single-family dwelling.
26. Any fencing on Lot 1 shall be wildlife friendly.
27. A Plat Note shall indicate that the Subdivision is subject to Conditions of Approval in Ordinance 2022-25.

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

PASSED AND ADOPTED this 1st Day of September 2022.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Attachment A: Fox Tail Trail Subdivision

3805 Fox Tail Court

- **Plat for Single Family Residence**

Follow up to 5/11/22 Planning Commission Site Visit and Workshop

June 7, 2022

On 5/11/22, Planning Commission held a site visit and workshop on the proposed Fox Tail Plat. For the site visit, corners of the proposed improvement envelope (LOD limits) were staked and Alliance Engineering provided a drone to demonstrate proposed height constraints. One neighbor was present and expressed support for the amended application.

The Fox Tail property has been entitled for development of a single family home since annexation into Park City in 1995. Reviewing the historical record, it appears that the property was not included in the 1995 Hidden Meadows Plat because of the potential to connect Fox Tail Trail to the area below now known as Park City Heights. Any road connection from Fox Tail Trail to Park City Heights would cross the property, so it was held back from development in 1995. With Talisker's acquisition of United Park City Mines, development focus shifted to Empire Pass and the Fox Tail property lay dormant until foreclosed by Wells Fargo. Meanwhile, Park City Heights was developed without a road connection to Solamere.

Based on the recorded sewer easement on Hidden Meadows Lot 25, it seems clear that development on "Lot 26" was originally contemplated set back from the cul de sac, in a similar manner to the homes to the west. When Applicant acquired the property, a review of site constraints determined that a home set back that far would contravene the Sensitive Lands Ordinance. Following consultation with City Staff, Applicant proposed a new home site 800' east of the cul de sac with the belief that a home in that location would comply with the City's Sensitive Lands Ordinance while having the least impact on immediate neighbors. Applicant proposed a rezoning to facilitate establishing a homesite in that area. **In response to comments from neighbors, Applicant has dropped the proposed rezoning and is now proposing to plat a 4 acre single family lot in the exact location shown in the 1995 annexation approval.**

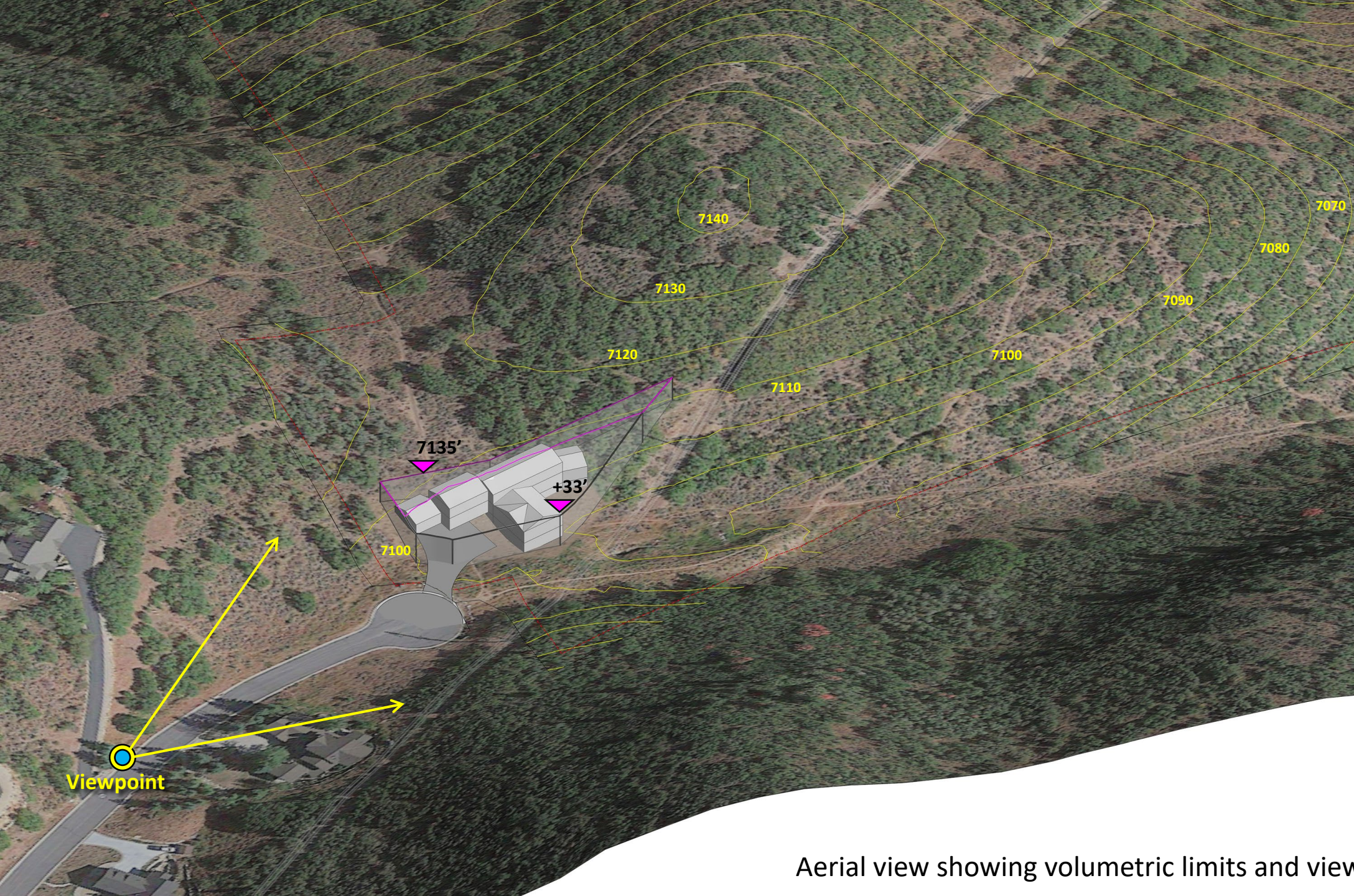
Since Applicant's original application submission, many neighbors have weighed in with concerns regarding the application:

- **Nightly rentals.** With a better understanding of the unrest associated with two recently constructed nightly rental properties in the nearby Hidden Oaks neighborhood, **Applicant proposes establishing a 12 month minimum rental**

restriction on the property secured by a deed restriction in favor of the City and the Hidden Meadows HOA.

- **Relocation of *Fox Tail Cut* trail.** The original application shifted trail closer to Lot 25 which was a concern to that property owner. Revised application eliminates *Fox Tail Cut* trail. The existing trail is not an official trail, but a short cut to the trail network. City Trails and Open Space Manager has no concerns about elimination of this short cut since the trail network may still be reached using the *Fox Tail Trail*.
- **Relocation of sewer easement on Lot 25.** Applicant has reached agreement with adjacent property owner to relocate private sewer easement to an alignment preferred by that owner.
- **View Studies.** Fox Tail Trail is not a designated vantage point under the Sensitive Lands Ordinance. However, in response to inaccurate visual impact simulations circulated to the neighborhood, Applicant commissioned a professionally prepared visual impact study showing view from Fox Tail Trail. An updated study for amended application shows that ridgeline views to the east would be preserved. Applicant has also prepared studies confirming views are not impacted from SR248 viewpoint adjacent film studio nor from Rail Trail crossing of Richardson Flat Road.
- **Open Space Dedication of little value.** The entire 33 acre property is currently private property. The Open Space dedication presents the opportunity for development of additional public trails improving the local trail network. Amended application includes 29 acre Open Space dedication. The Applicant also proposed a deed restriction on the ROS portion of Lot 1 further limiting property improvements.
- **10,000 sf home not consistent with neighborhood.** 1995 Hidden Meadows Plat contemplated a 10,000 sf home on “Lot 26”. Ten other lots in Hidden Meadows permit 10,000 sf homes.
- **Excessive driveway length.** Prior submission included an 800’ driveway with associated disturbance area. **Amended application eliminates long driveway by placing homesite immediately adjacent cul-de-sac.**

In his letter of March 7th, the owner of adjacent Lot 27 encourages Planning Commission to reject REDUS’ prior submission and “let him build on the original Lot 26”. The amended application is for approval to do just that. We recognize that for some neighbors, prohibiting development is the only satisfactory outcome, but that would not be fair to the owner of a 33 acre property entitled for development since 1995.



Aerial view showing volumetric limits and viewpoint



Existing View



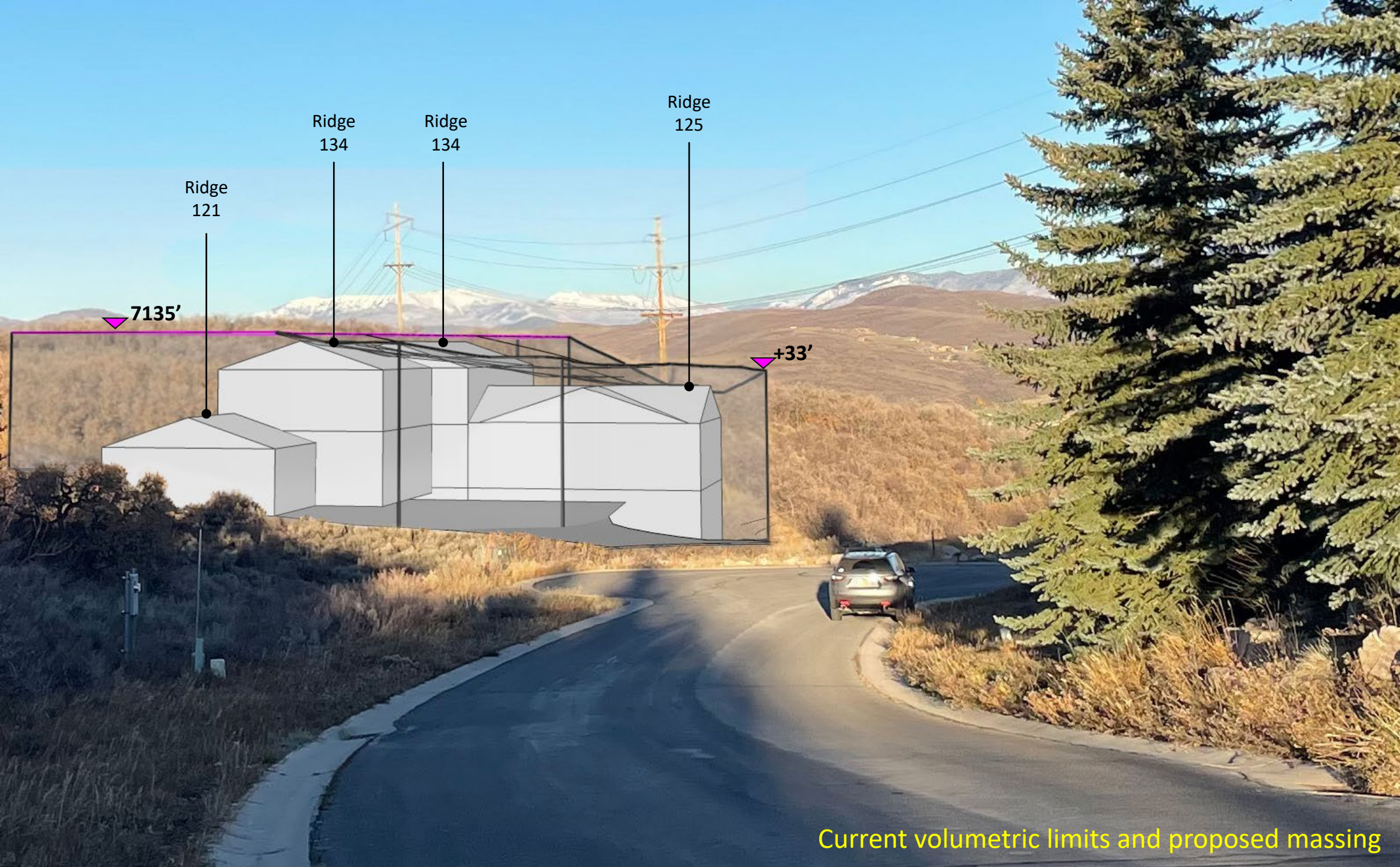
Current volumetric limits and proposed massing



Existing View



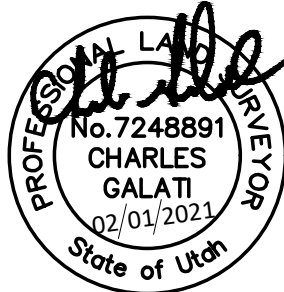
Current volumetric limits and proposed massing



Current volumetric limits and proposed massing

PARCEL
PCA-S-98-SEC-11

LOCATED IN THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
RECORD OF SURVEY
SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold License 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.

PARK CITY HEIGHTS PHASE 2
RECORDED: AUGUST 4, 2020
ENTRY NO.: 1138069

LEGEND

- Found Monument (As-Noted)
- Found Street Monument (As-Noted)
- Found Section monument (As-Noted)

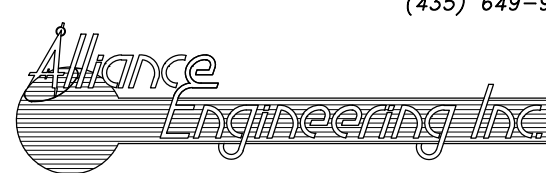
NARRATIVE/NOTES

- Basis of Bearing for this survey is between the found section monuments as shown on this plat.
- Field work for this survey was completed December 3, 2020, and is in compliance with generally accepted industry standards for accuracy.
- The purpose of this survey was to perform an Existing Conditions and Topography survey for the possibility of future improvements to the property.
- A Title Report was provided to the surveyor, File No. 27696 Dated November 13, 2018 prepared by Old Republic National Title Insurance Company, and only easements per said title report were located 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 found no obvious evidence of easements, encroachments or encumbrances on the property surveyed except as shown hereon.
- County tax maps, recorded deeds, Hidden Meadow Subdivision Phase 1 (Entry N.: 436642), Park City Heights Phase 2 (Entry No. 1138069), Park City Heights Phase 3 (Entry No. 1120269), Grant of easement Entry No. 49018, Pole line easement Entry No. 497673, Pole line easement Entry No. 503332, and Record of Surveys S7180, S9447 (all aforementioned documents on file and of record in the Summit County Recorder's Office), and physical evidence found in the field were all considered when determining the boundary as shown on this plat.
- Easement Entry No. 49018 is a blanket easement and not addressed on this survey.
- Site Benchmark: Water Valve, Elevation=7104.86' as shown.
- The architect is responsible for verifying building setbacks, zoning requirements and building heights.
- Property corners were found as shown.
- Measured bearings and distances, when different than record, are shown in parenthesis. ()

EXISTING CONDITIONS & TOPOGRAPHIC MAP
HIDDEN MEADOWS PARCELS

FOR: REDUS
JOB NO.: 19-11-20

DATE: 2/1/21



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
CHARLES GALATI
DUSTIN CARRISH
JASON WYNNE
TIM WILSON

SHEET
1
OF
1

FILE: X:\TheOaks\dwg\sr\svry2020\191120-Hidden Meadow Survey-Redus\191120-ros.dwg

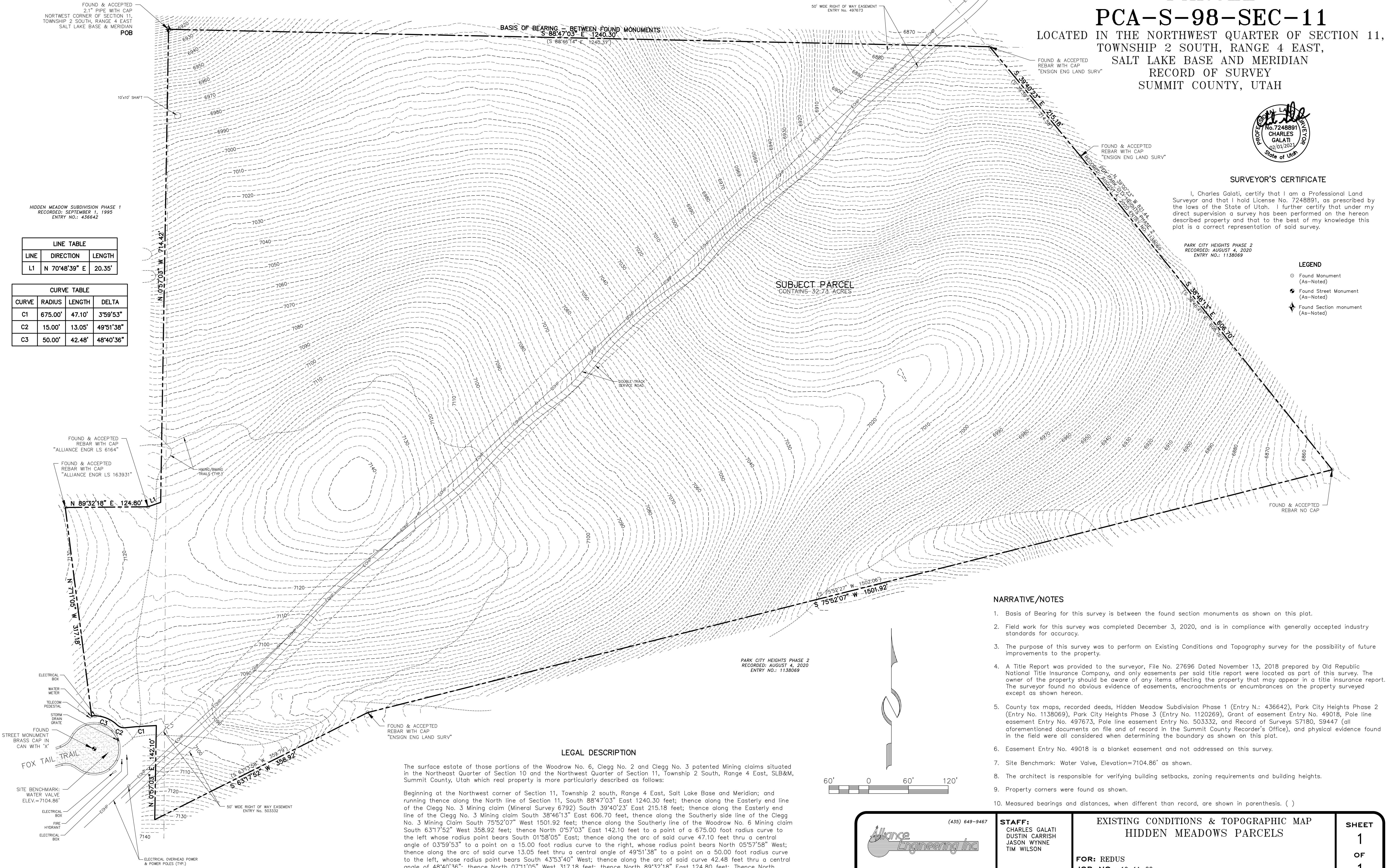
LEGAL DESCRIPTION

The surface estate of those portions of the Woodrow No. 6, Clegg No. 2 and Clegg No. 3 patented Mining claims situated in the Northeast Quarter of Section 10 and the Northwest Quarter of Section 11, Township 2 South, Range 4 East, SLB&M, Summit County, Utah which real property is more particularly described as follows:

Beginning at the Northwest corner of Section 11, Township 2 south, Range 4 East, Salt Lake Base and Meridian; and running thence along the North line of Section 11, South 88°47'03" East 1240.30 feet; thence along the Easterly end line of the Clegg No. 3 Mining claim (Mineral Survey 6792) South 39°40'23" East 215.18 feet; thence along the Easterly end line of the Clegg No. 3 Mining claim South 38°46'13" East 606.70 feet, thence along the Southerly side line of the Clegg No. 3 Mining Claim South 75°52'07" West 1501.92 feet; thence along the Southerly line of the Woodrow No. 6 Mining claim South 63°17'52" West 358.92 feet; thence North 0°57'03" East 142.10 feet to a point of a 675.00 foot radius curve to the left whose radius point bears South 01°58'05" East; thence along the arc of said curve 47.10 feet thru a central angle of 03°59'53" to a point on a 15.00 foot radius curve to the right, whose radius point bears North 05°57'58" West; thence along the arc of said curve 13.05 feet thru a central angle of 49°51'38" to a point on a 50.00 foot radius curve to the left, whose radius point bears South 43°53'40" West; thence along the arc of said curve 42.48 feet thru a central angle of 48°40'36"; thence North 07°11'05" West 317.18 feet; thence North 89°32'18" East 124.80 feet; Thence North 70°48'39" East 20.35 feet, thence North 0°57'03" East 714.42 feet to the point of beginning.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 70°48'39" E	20.35'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	675.00'	47.10'	3°59'53"
C2	15.00'	13.05'	49°51'38"
C3	50.00'	42.48'	48°40'36"



BASIS OF BEARING - BETWEEN FOUND MONUMENTS
S 88°47'03" E 1240.30'
(S 88°46'14" E 1240.37')

50' WIDE RIGHT OF WAY EASEMENT
ENTRY No. 497673

FOUND & ACCEPTED
REBAR WITH CAP
"ENSGN ENG LAND SURV"

FOUND & ACCEPTED
REBAR WITH CAP
"ENSGN ENG LAND SURV"

SUBJECT PARCEL
CONTAINS 32.73 ACRES

PARK CITY HEIGHTS PHASE 2
RECORDED: AUGUST 4, 2020
ENTRY NO.: 1138069

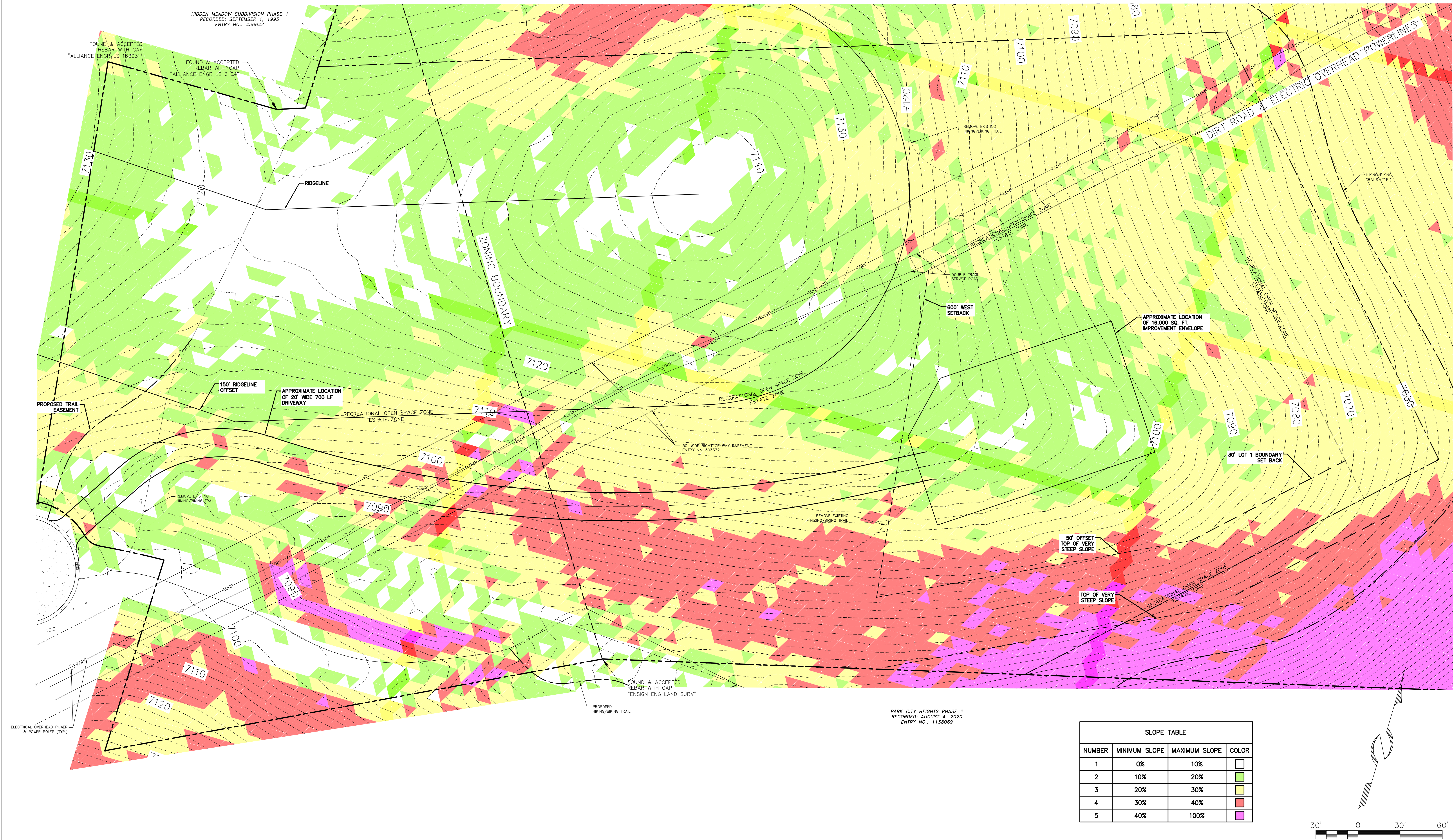
FOUND & ACCEPTED
REBAR WITH CAP
"ENSGN ENG LAND SURV"

FOUND & ACCEPTED
REBAR NO CAP

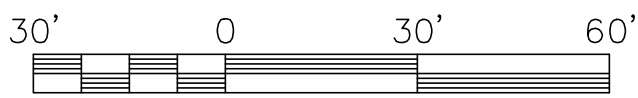
FOUND & ACCEPTED
REBAR WITH CAP
"ALLIANCE ENGR LS 6164"

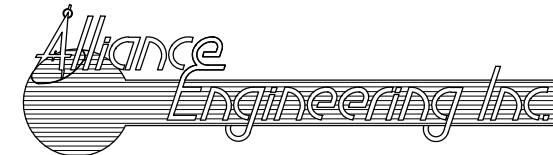
FOUND & ACCEPTED
REBAR WITH CAP
"ALLIANCE ENGR LS 163931"

ELECTRICAL BOX
WATER METER
TELECOM PEDESTAL
STORM DRAIN GRATE
FOUND STREET MONUMENT
BRASS CAP IN CAN WITH 'X'
FOX TAIL TRAIL
SITE BENCHMARK:
WATER VALVE
ELEV.=7104.86'
ELECTRICAL BOX
FIRE HYDRANT
ELECTRICAL BOX
ELECTRICAL OVERHEAD POWER
& POWER POLES (TYP.)



SLOPE TABLE			
NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR
1	0%	10%	
2	10%	20%	
3	20%	30%	
4	30%	40%	
5	40%	100%	





(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

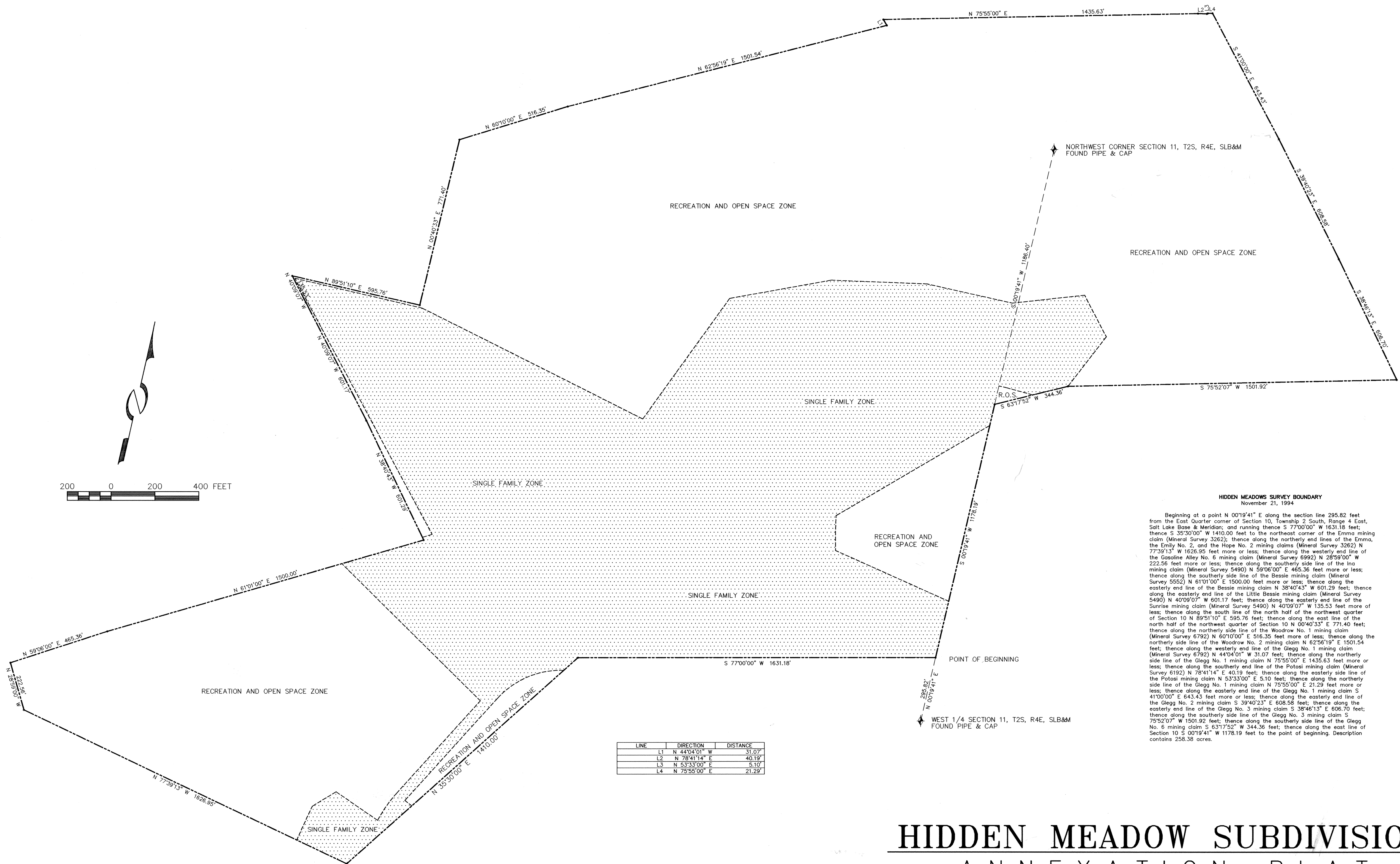
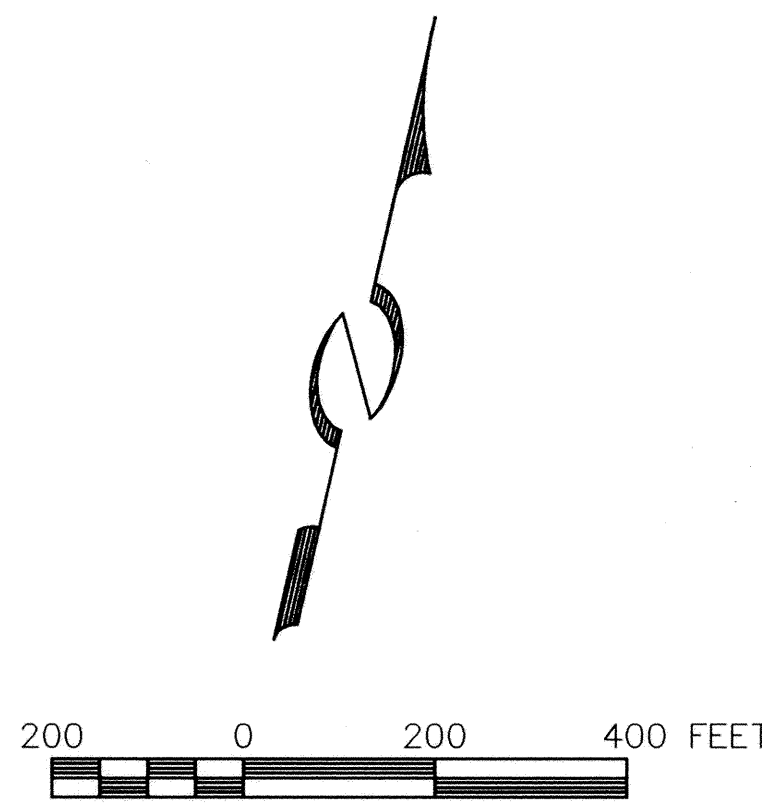
STAFF:
CHARLES GALATI
DUSTIN CARRISH
BRAYLON ROSE

DATE: 9/21/21

CONSTRAINTS MAP
PARCEL PCA-S-98-SEC-11

FOR: REDUS
JOB NO.: 19-11-20
FILE: X:\TheOaks\dwg\sr\sr\2020\191120-Hidden Meadow Survey-Redus

SHEET
1
OF
1



LINE	DIRECTION	DISTANCE
L1	N 44°04'01" W	31.07'
L2	N 78°41'14" E	40.19'
L3	N 53°33'00" E	5.10'
L4	N 75°55'00" E	21.29'

HIDDEN MEADOWS SURVEY BOUNDARY
November 21, 1994

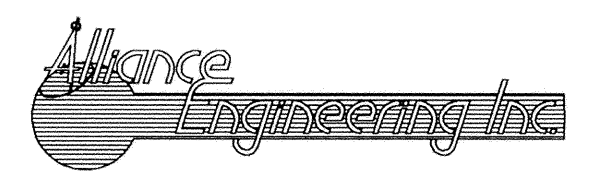
Beginning at a point N 00°19'41" E along the section line 295.82 feet from the East Quarter corner of Section 10, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence S 77°00'00" W 1631.18 feet; thence S 35°30'00" W 1410.00 feet to the northeast corner of the Emma mining claim (Mineral Survey 3262); thence along the northerly end lines of the Emma, the Emily No. 2, and the Hope No. 2 mining claims (Mineral Survey 3262) N 77°39'13" W 1626.95 feet more or less; thence along the westerly end line of the Gasoline Alley No. 6 mining claim (Mineral Survey 6992) N 28°59'00" W 222.56 feet more or less; thence along the southerly side line of the Ina mining claim (Mineral Survey 5490) N 59°06'00" E 465.36 feet more or less; thence along the southerly side line of the Bessie mining claim (Mineral Survey 5552) N 61°01'00" E 1500.00 feet more or less; thence along the easterly end line of the Bessie mining claim N 38°40'43" W 601.29 feet; thence along the easterly end line of the Little Bessie mining claim (Mineral Survey 5490) N 40°09'07" W 601.17 feet; thence along the easterly end line of the Sunrise mining claim (Mineral Survey 5490) N 40°09'07" W 135.53 feet more or less; thence along the south line of the north half of the northwest quarter of Section 10 N 89°51'10" E 595.76 feet; thence along the east line of the north half of the northwest quarter of Section 10 N 00°40'33" E 771.40 feet; thence along the northerly side line of the Woodrow No. 1 mining claim (Mineral Survey 6792) N 60°10'00" E 516.35 feet more or less; thence along the northerly side line of the Woodrow No. 2 mining claim N 62°56'19" E 1501.54 feet; thence along the westerly end line of the Glegg No. 1 mining claim (Mineral Survey 6792) N 44°04'01" W 31.07 feet; thence along the northerly side line of the Glegg No. 1 mining claim N 75°55'00" E 1435.63 feet more or less; thence along the southerly end line of the Potosi mining claim (Mineral Survey 6192) N 78°41'14" E 40.19 feet; thence along the easterly side line of the Potosi mining claim N 53°33'00" E 5.10 feet; thence along the northerly side line of the Glegg No. 1 mining claim N 75°55'00" E 21.29 feet more or less; thence along the easterly end line of the Glegg No. 1 mining claim S 41°00'00" E 643.43 feet more or less; thence along the easterly end line of the Glegg No. 2 mining claim S 39°40'23" E 608.58 feet; thence along the easterly end line of the Glegg No. 3 mining claim S 38°46'13" E 606.70 feet; thence along the southerly side line of the Glegg No. 3 mining claim S 75°52'07" W 1501.92 feet; thence along the southerly side line of the Glegg No. 5 mining claim S 63°17'52" W 344.36 feet; thence along the east line of Section 10 S 00°19'41" W 1178.19 feet to the point of beginning. Description contains 258.38 acres.

HIDDEN MEADOW SUBDIVISION

ANNEXATION PLAT

ALLIANCE ENGINEERING INC. P.O. BOX 2664 323 MAIN STREET PARK CITY, UTAH 84060 (801) 649-9467	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 3 RD DAY OF March, 1994 A.D. BY <u>Alison Chiles</u> CHAIRMAN	ENGINEERS CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 3 RD DAY OF March, 1994 A.D. BY <u>Eric W. DeHaan PE</u> PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS 3 RD DAY OF March, 1994 A.D. BY <u>Mark D. Hye</u> PARK CITY ATTORNEY	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 3 RD DAY OF FEBRUARY, 1994 A.D. BY <u>Antia L. Sheldon</u> PARK CITY RECORDER	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 3 RD DAY OF FEBRUARY, 1994 A.D. BY <u>David J. Quinn</u> MAYOR	# 425892 RECORDED STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF <u>Park City Municipal Corp.</u> DATE <u>03-08-95</u> TIME <u>08:21 AM</u> BOOK _____ PAGE _____ N/C FEE <u>Deanna M. Dunn - deputy</u> RECORDER
---	---	--	---	---	---	---

PLOT DATE: 2-24-95 JOB NO. 25-8-91 Y:\CE\DHMANEX



Recorded at the request of and return to:
Park City Municipal Corporation
P. O. Box 1480
Park City, Utah 84060
Attention: City Recorder

Resolution No. 2-94

00425893 Bk00871 Pg00335-00349
3-13
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1995 MAR 08 08:24 AM FEE \$1.00 BY DNG
REQUEST: PARK CITY MUNICIPAL CORP

**A RESOLUTION ANNEXING 227.99 ACRES OF
HIDDEN MEADOWS
INTO THE CORPORATE LIMITS OF PARK CITY, UTAH**

WHEREAS, a petition was filed by the owners of the land, Blue Ledge Corporation, included within the area described on the attached Annexation Plat, requesting Park City to annex that land to the City, zoned as Resort Open Space (ROS) and Estate (E); and

WHEREAS, the land is included within the City's Annexation Policy Declaration Statement and Annexation Boundary area; and

WHEREAS, public hearings, as required by law, were held before the Planning Commission on September 22, 1993, October 13, 1993, November 17, 1993 and December 15, 1993, and the City Council on January 20, 1994; and

WHEREAS, the attached Annexation Agreement (Exhibit B) was approved by the Planning Commission at its meeting of December 15, 1993, and approved by the City Council at its meeting of February 3, 1994; and

WHEREAS, the land in question is not included within any other municipal jurisdiction, and there have been no protests to the annexation filed by any other jurisdiction;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Park City, Utah that the land described on Exhibit A is hereby annexed to the corporate limits of Park City, Utah.

SECTION 1. ANNEXATION. The land so annexed shall enjoy the privileges of Park City and be entitled to receive all City services on the same basis as other land within the City except as provision of service is modified by the Annexation Agreement attached as Exhibit B, and shall be subject to all City levies and assessments as described in the terms of the Annexation Agreement attached as Exhibit B.

SECTION 2. COMPLIANCE WITH STATE LAW. The Annexation, in the judgment of Park City, meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect upon passage, provided that the annexation shall not be deemed completed until this Resolution is recorded in the Office of the Summit County Recorder together with the Annexation Plat.

PASSED AND ADOPTED 3rd day of February, 1994.

PARK CITY MUNICIPAL CORPORATION

Ruth D. Gezelius

Ruth Gezelius, Mayor Pro Tem

Attest:

Anita L. Sheldon
Anita L. Sheldon, City Recorder

Approved as to form:

Jodi F. Hoffman
Jodi F. Hoffman, City Attorney



00425893 Bk00871 Pg00336

Exhibit A

to

Resolution 2-94

HIDDEN MEADOWS SURVEY BOUNDARY

Beginning at a point North 00°19'41" East along the section line 295.82 feet from the east quarter corner of Section 10, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 77°00'00" West 1631.18 feet; thence South 35°30'00" West 1410.00 feet to the northeast corner of the Emma mining claim (Mineral Survey 3262); thence along the northerly end lines of the Emma, the Emily No. 2, and the Hope No. 2 mining claims (Mineral Survey 3262) North 77°39'13" West 1626.95 feet more or less; thence along the westerly end line of the Gasoline Alley No. 6 mining claim (Mineral Survey 6992) North 28°59'00" West 222.56 feet more or less; thence along the southerly side line of the Ina mining claim (Mineral Survey 5490) North 59°06'00" East 465.36 more or less along the southerly side line of the Bessie mining claim (Mineral Survey 5552) North 61°01'00" East 1500.00 feet more or less; thence along the easterly end line of the Bessie mining claim North 83°40'43" West 601.29 feet; thence along the easterly end line of the Little Bessie mining claim (Mineral Survey 5490) North 40°09'07" West 601.17 feet; thence along the easterly end line of the Sunrise mining claim (Mineral Survey 5490) North 40°09'07" West 135.53 feet more or less; thence along the south line of the north half of the northwest quarter of Section 10 North 89°51'10" East 595.76 feet; thence along the east line of the north half of the northwest quarter of Section 10 North 00°40'33" East 771.40 feet; thence along the northerly side line of the Woodrow No. 1 mining claim (Mineral Survey 6792) North 60°10'00" East 516.35 feet more or less; thence along the northerly side line of the Woodrow No. 2 mining claim North 62°56'19" East 1501.54 feet; thence along the westerly end line of the Glegg No. 1 mining claim (Mineral Survey 6792) North 44°04'01" West 31.07 feet; thence along the northerly side line of the Glegg No. 1 mining claim North 75°55'00" East 1435.63 feet more or less; thence along the southerly end line of the Potosi mining claim (Mineral Survey 6192) North 78°41'14" East 40.19 feet; thence along the easterly side line of the Potosi mining claim North 53°33'00" East 5.10 feet; thence along the northerly side line of the Glegg No. 1 mining claim North 75°55'00" East 21.29 feet more or less; thence along the easterly end line of the Glegg No. 1 mining claim South 41°00'00" East 643.43 feet more or less; thence along the easterly end line of the Glegg No. 2 mining claim South 39°40'23" East 608.58 feet; thence along the easterly end line of the Glegg No. 3 mining claim South 38°46'13" East 606.70 feet; thence along the southerly side line of the Glegg No. 3 mining claim South 75°52'07" West 1501.92 feet; thence along the southerly side line of the Glegg No. 6 mining claim South 63°17'52" West 344.36 feet; thence along the east line of Section 10 South 00°19'41" West 1178.19 feet to the point of beginning. Description contains 258.38 acres.

00425893 Bk00871 Pg00337

Exhibit B

to

Resolution 2-94

HIDDEN MEADOWS ANNEXATION AGREEMENT

THIS AGREEMENT is made by and between Park City Municipal Corporation ("Park City") and Blue Ledge Corporation, a Utah corporation, (Blue Ledge) to set forth the terms and conditions under which Park City will annex land owned by Blue Ledge into the corporate limits of Park City, and extend municipal services to that property. This agreement is made under authority of Utah Code Annotated §10-2-414, (1953, as amended) and shall serve as part of a supplemental annexation policy declaration when executed by all parties. In consideration of Park City's agreement to annex Blue Ledge's property and in consideration of the mutual promises contained herein, the parties agree that the terms and conditions of annexation shall be as follows:

1. Property. The property to be annexed is described on the attached Exhibit A, and is referred to herein as the Hidden Meadows Property.

2. Zoning. Upon annexation, the Hidden Meadows property will become subject to the Park City Land Management Code, Subdivision Regulations, Sensitive Lands Ordinance, and all other Park City ordinances and building regulations. The property will be zoned in two areas as shown on the annexation plat for the property, which is incorporated into this agreement as Exhibit B. The open hillsides outside of the development area will be zoned RECREATION OPEN SPACE (ROS). The developed area will be zoned ESTATE (E), with maximum density as outlined in Paragraph 4 of this agreement. It is understood that the underlying zone for the entire parcel for the purpose of density calculations is Estate (E) and that the open space areas will be zoned Recreation Open Space (ROS) to ensure the area remains in open space.

3. Master Plan Approval. The Planning Commission has approved a master plan as part of the action on the annexation. The density, road and lot locations, open space and other parameters of the project shall be consistent with the master plan approval as shown in Exhibit C. The master plan approval is contingent upon approval of this agreement by the City Council. The MPD approval is valid for two years from the date of the Royal Oaks Phase II plat recordation.

4. Density.

A. Underlying Density. The underlying density of Hidden Meadows is calculated as if the entire parcel is zoned Estate, with the Sensitive Lands Ordinance applied. The total density without bonuses or Royal Oaks reconfiguration shall be no greater than 35 lots.

B. Royal Oaks Phase II Reconfiguration Bonuses. Park City desires to reduce the visual impacts of Royal Oaks Phase II, as approved in 1991, and to maintain the hillside below the Oaks Clubhouse in as natural a state as possible. In order to achieve this, Park City agrees to grant density bonuses to Blue Ledge on the Hidden Meadows property in consideration for the relocation of the most visually obtrusive Royal Oaks Phase II lots. Nine lots shall be moved from Royal Oaks Phase II to the Hidden Meadows property; an additional nine lots shall be granted to Blue Ledge as a bonus for accommodating the reconfiguration. Reference Exhibit C.

C. Total Density. The total density on the Hidden Meadows Property shall be 53 lots. Nine of these lots shall be part of Royal Oaks Phase II; the remaining 44 lots shall be Hidden Meadows lots. The density shall comply with the provisions of the Sensitive Lands Ordinance, with the exception of the bonus and Royal Oaks Phase II lots.

D. Alternate Density. Hidden Meadows Property shall not receive any plat approvals until the developers of Royal Oaks Phase II have received Planning Commission approval for a final plat to reconfigure the Royal Oaks Phase II deleting nine lots as shown conceptually in Exhibit C. If the developers of Royal Oaks Phase II have not recorded that plat within eighteen months of adoption of this agreement, the underlying zoning of Estate (E) and Recreation Open Space (ROS) shall dictate the density of the Hidden Meadows parcel, with no bonuses granted.

5. Site Planning. The configuration of the Hidden Meadows Property shall be substantially as shown in Exhibit C and as described in the MPD approval.

6. Trails and Sidewalks. A trails plan shall be approved concurrently with the preliminary plat and shall conform to the MPD approval. The trails shall be dedicated to Park City in the final plat. Park City reserves the right to develop additional trails in any open space areas which are dedicated to Park City.

7. Open Space. The Hidden Meadows Property open space shall be as shown in Exhibit C.

A. Ownership. Blue Ledge shall by statutory warranty deed transfer land designated as Recreational Open Space (ROS) to the City in fee simple. Blue Ledge hereby warrants marketable title to the entire area designated ROS in Exhibit C.

B. Use Restrictions and Preservation. The open space areas shall be subject to a restriction which will ensure the perpetual preservation of the open space and restrict the uses of the parcels. This restriction may take the form of a deed restriction, conservation easement, or some other mechanism acceptable to the City Attorney.

C. Maintenance. Open space shall be maintained by the entity holding fee title to the property unless other provisions have been made by agreement or as conditions of plat approval.

8. Fire Safety. Exterior and interior fire sprinklers are required. Wood roofs are prohibited.

9. Affordable Housing. In consideration of the foregoing, Blue Ledge shall provide 4.4 affordable unit equivalents as required by Resolution 8-93 as provided in Exhibit D.

A. Duplex Units. Two affordable rental units shall be provided in duplex configuration in conjunction with the Hidden Meadows project. These units shall comply with Resolution 8-93. Unit size, occupancy and affordable housing restrictions on the units shall be reviewed by the Planning Commission concurrent with final plat approval. The Commission shall make a recommendation to the Park City Housing Authority (Housing Authority) on the general terms of a Moderate Income Rental Program Agreement (MIRPA). The approval of the MIRPA by the Housing Authority is a condition of final plat approval.

B. Remaining Requirement. The remaining affordable housing requirement shall be provided through in-lieu payment or by other methods reviewed and approved by the Housing Authority. The Planning Commission shall review proposals for satisfying the remaining requirement during subdivision review and shall make a recommendation on the method and parameters to the Housing Authority. The Housing Authority shall approve a MIRPA as a condition of final plat approval.

C. Security Required. Security for the entire 4.4 affordable housing unit requirement totalling \$264,000 shall be posted prior to plat recordation.

D. Deadlines.

- i. Duplex Units. The duplex units described in sub-paragraph 9.A. must be one of the first five structures in the subdivision to receive building permits and must be approved for occupancy within 18 months of the building permit issuance for the duplex unit. If the duplex units do not meet these conditions, the security for affordable housing, together with accrued interest, shall be forfeited to the Housing Authority.
- ii. Other Units. The units described in Paragraph 9.B. must be constructed within two years of plat recordation. If this condition is not satisfied, the security for affordable housing, together with accrued interest, shall be paid over to the Housing Authority.
- iii. Security. If all affordable units are built prior to the respective deadlines, the security for affordable housing, together with interest, shall be returned to Blue Ledge.

E. Fee Waivers. Affordable housing fee waivers outlined in Resolution 8-93 (Exhibit D) shall not be available for affordable housing built in conjunction with the requirement for affordable housing set forth in paragraph 9.

10. Roads and Road Design. All streets and roads within the Hidden Meadows property shall be public and public access may not be obstructed. All streets and roads, excluding the cul de sacs and the meadow loop road, must be platted and built in the first phase of the development. Park City agrees to consider road designs submitted by registered engineers on Blue Ledge's behalf, and agrees that roads within the project will be required to meet Park City standards for residential and collector streets, including adequate provisions for construction traffic.

A. The road traversing the hillside below the Oaks Clubhouse shall have a minimum width of twenty-four feet from back of curb to back of curb, with a ten-foot shoulder on each side. The road design will be rigorously reviewed by the staff for retaining walls, landscaping, and irrigation which will minimize the visual impact of the road crossing. This road shall have a very confined limit of disturbance, particularly on the downhill side, in order to retain as much of the natural screening as possible.

11. Future Rights-of-Way. The subdivision plat for the Hidden Meadows Property shall show a right-of-way, of at least fifty feet in width, on the east edge of the property bordering the Gillmor parcel in the general location of the existing dirt road. The right-of-way shall not be improved for public vehicular traffic until a review of the Park City Annexation Declaration Policy and Comprehensive Plan is completed and the use of the right-of-way is determined to be appropriate and desirable as a result of such comprehensive review. Blue Ledge, as the developer, shall have no obligation now or in the future to construct or pay for the construction of this road beyond the cul-de-sac bulb; provided that if Blue Ledge still owns lots at such time as a special improvement district is formed for that purpose, Blue Ledge would be subject to assessment on the same basis as other lot owners.

12. Sanitary Sewer. Alignment of the sanitary sewer through Chatham Crossing is subject to Park City review and approval prior to and after final design. Blue Ledge shall submit a revegetation plan for the disturbance associated with the installation of the sanitary sewer. This plan shall be approved by the staff prior to commencement of sanitary sewer construction.

13. Dedication of Water Rights. In consideration of the benefits incurred to Park City in the January 22, 1992 "Agreement between Park City Municipal Corporation and United Park City Mines Company Consenting to a Sale of Surplus Salt Lake City Water," Park City will not require dedication of water rights by Blue Ledge as a condition of annexation of the Hidden Meadows property.

14. Water Connection and Development Fees and Other Water Costs. As each building permit is obtained for individual houses within the subdivision, the owner shall pay the Park City water connection and development fees as provided by the Park City ordinance in effect at the time of application for building permits. Because there is no longer desirable distribution capacity in the Oaks Tank, Blue Ledge shall be required to pay a City approved portion of the cost of a pump station to send water from the Chatham area to the Solamere area.

15. Homeowners Association. A Homeowners Association shall be formed to maintain trails and any common open space under the ownership of the association.

16. Park Development Fees. Blue Ledge shall pay and agrees not to contest Parks and Recreation fees in the amount of \$1035 per Hidden Meadows lot prior to final plat recordation. However, pursuant to Paragraph 7 of this Agreement, Blue Ledge is dedicating substantial open space to Park City. Accordingly, all or part of the Park and Recreation fees may be waived by Park City in an amount to be determined by the Park City Parks, Recreation and Beautification Board. The potential for a fee waiver shall be scheduled on the first available agenda of the Park City Parks, Recreation and Beautification Board upon the execution of this Agreement. Blue Ledge shall not be responsible for payment of Parks and Recreation fees for the nine Royal Oaks Phase II lots located on Blue Ledge Property.

17. Planning Review Fees. Blue Ledge shall be responsible for all subdivision approval fees as deemed appropriate by the Community Development Director. Blue Ledge shall not be responsible for payment of fees for the nine Royal Oaks lots located on the Hidden Meadows parcel.

18. Impact and Building Fees. Blue Ledge or successor owners of lots will pay and not contest all generally applicable impact (including school facilities impact fees), building permit, and plan check fees due for construction on the annexed land as provided by Park City ordinance in effect at the time of application for building permits.

19. Acceptance of Public Improvements. Park City will accept title to the public improvements within each phase of the project upon final approval of the construction for each phase. Blue Ledge shall pay for the usage of water in each phase sufficient, in the opinion of the Park City Public Works Director, to avoid freezing of water lines until homes have been built on 23 lots (or 50% of the lots) in that phase.

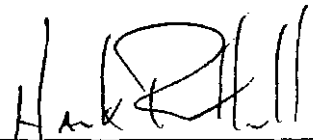
20. Snow Removal and Storage. Park City is not obligated to take over snow removal responsibility on public streets within Hidden Meadows Property until at least 23 lots in the Hidden Meadows Subdivision exclusive of the Nine Royal Oaks Phase II Lots) have been improved by the construction of a house on those lots as evidenced by issuance of a certificate of occupancy on those lots. Until that occurs, snow removal shall be Blue Ledge's responsibility, or that of the homeowners' association. Because of the project location within a drift line and on a north-facing slope, a ten-foot snow storage easement shall be provided on either side of all streets within Hidden Meadows.

21. Governing Law. This agreement shall be governed by the laws of Utah.

22. Full Agreement. This agreement contains the full and complete agreement of the parties regarding the annexation and there are no other agreements in regard to the annexation of the Hidden meadows Property. This agreement may only be modified or varied by in writing signed by the parties.

Dated this 2nd day of March, 1995.

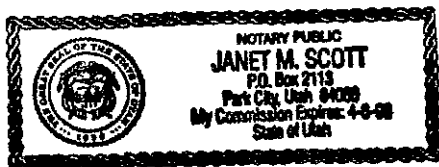
BLUE LEDGE CORPORATION

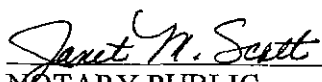

By: _____
Its: President

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
County of Summit)

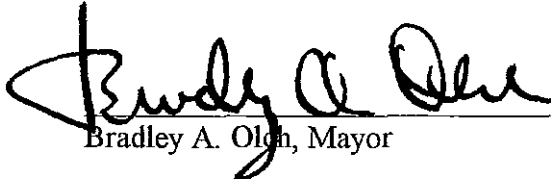
On the 3 day of March, 1995, personally appeared before me
HANK ROTHWELL, who did say that he/she is the
PRESIDENT of Blue Ledge Corporation, and that the foregoing Agreement was
signed in behalf of said corporation by authority of a resolution of its board of directors; and said
person acknowledged to me that said corporation executed the same.





NOTARY PUBLIC

PARK CITY MUNICIPAL CORPORATION



Bradley A. Olson, Mayor

Attest:


Anita Sheldon, City Recorder

Approved as to Form:

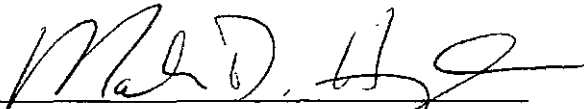

Mark D. Harrington, Asst. City Attorney

Exhibit A - Legal description of property to be annexed

Exhibit B - Annexation plat (estimated reduction - original recorded w/ Summit County Recorder)

Exhibit C - Site plan per approved MPD (reduction)

Exhibit D - Resolution 8-93

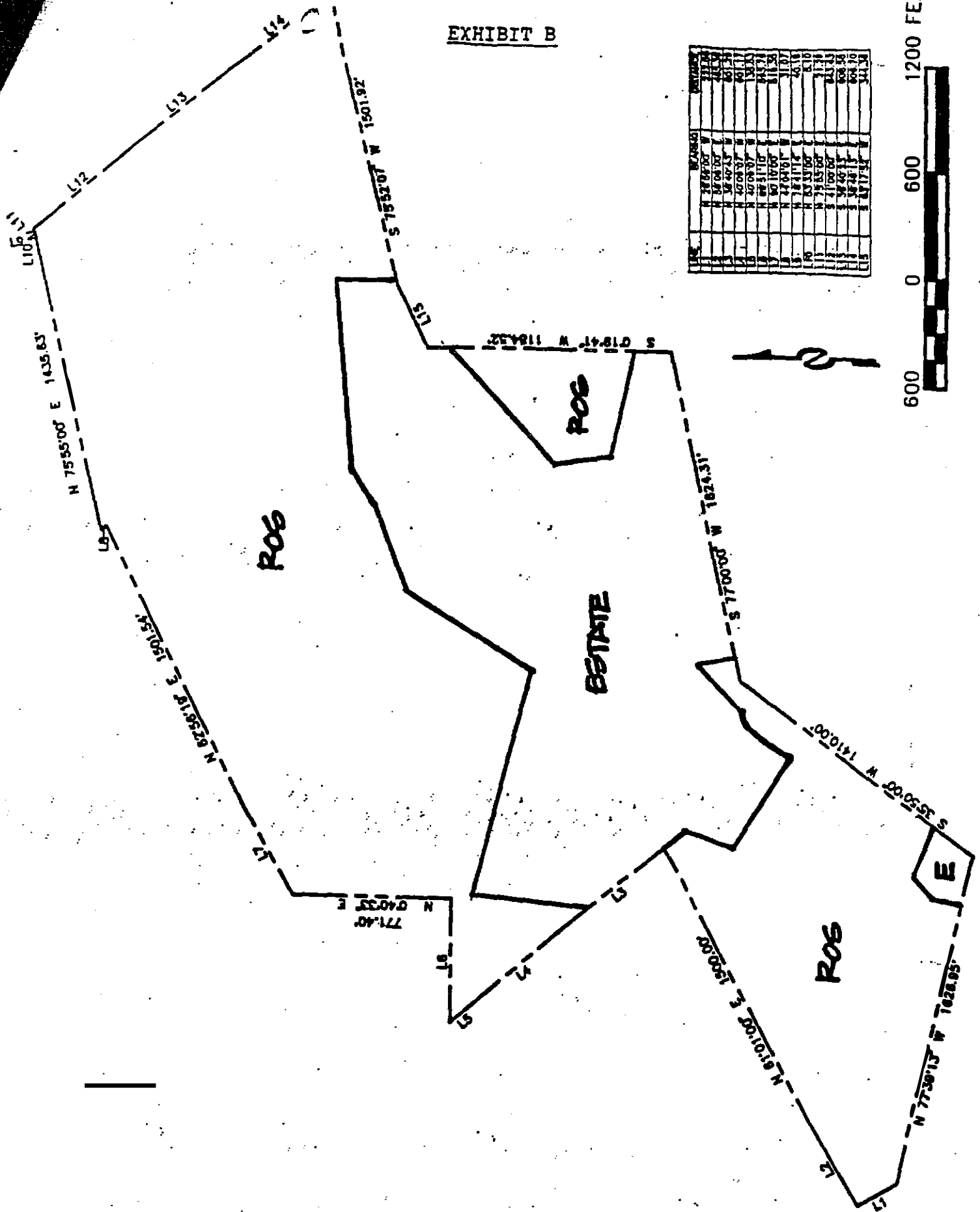
EXHIBIT A

HIDDEN MEADOWS SURVEY BOUNDARY

Beginning at a point North 00°19'41" East along the section line 295.82 feet from the east quarter corner of Section 10, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 77°00'00" West 1631.18 feet; thence South 35°30'00" West 1410.00 feet to the northeast corner of the Emma mining claim (Mineral Survey 3262); thence along the northerly end lines of the Emma, the Emily No. 2, and the Hope No. 2 mining claims (Mineral Survey 3262) North 77°39'13" West 1626.95 feet more or less; thence along the westerly end line of the Gasoline Alley No. 6 mining claim (Mineral Survey 6992) North 28°59'00" West 222.56 feet more or less; thence along the southerly side line of the Ina mining claim (Mineral Survey 5490) North 59°06'00" East 465.36 more or less along the southerly side line of the Bessie mining claim (Mineral Survey 5552) North 61°01'00" East 1500.00 feet more or less; thence along the easterly end line of the Bessie mining claim North 83°40'43" West 601.29 feet; thence along the easterly end line of the Little Bessie mining claim (Mineral Survey 5490) North 40°09'07" West 601.17 feet; thence along the easterly end line of the Sunrise mining claim (Mineral Survey 5490) North 40°09'07" West 135.53 feet more or less; thence along the south line of the north half of the northwest quarter of Section 10 North 89°51'10" East 595.76 feet; thence along the east line of the north half of the northwest quarter of Section 10 North 00°40'33" East 771.40 feet; thence along the northerly side line of the Woodrow No. 1 mining claim (Mineral Survey 6792) North 60°10'00" East 516.35 feet more or less; thence along the northerly side line of the Woodrow No. 2 mining claim North 62°56'19" East 1501.54 feet; thence along the westerly end line of the Glegg No. 1 mining claim (Mineral Survey 6792) North 44°04'01" West 31.07 feet; thence along the northerly side line of the Glegg No. 1 mining claim North 75°55'00" East 1435.63 feet more or less; thence along the southerly end line of the Potosi mining claim (Mineral Survey 6192) North 78°41'14" East 40.19 feet; thence along the easterly side line of the Potosi mining claim North 53°33'00" East 5.10 feet; thence along the northerly side line of the Glegg No. 1 mining claim North 75°55'00" East 21.29 feet more or less; thence along the easterly end line of the Glegg No. 1 mining claim South 41°00'00" East 643.43 feet more or less; thence along the easterly end line of the Glegg No. 2 mining claim South 39°40'23" East 608.58 feet; thence along the easterly end line of the Glegg No. 3 mining claim South 38°46'13" East 606.70 feet; thence along the southerly side line of the Glegg No. 3 mining claim South 75°52'07" West 1501.92 feet; thence along the southerly side line of the Glegg No. 6 mining claim South 63°17'52" West 344.36 feet; thence along the east line of Section 10 South 00°19'41" West 1178.19 feet to the point of beginning. Description contains 258.38 acres.

00425893 Bk00871 Pg00345

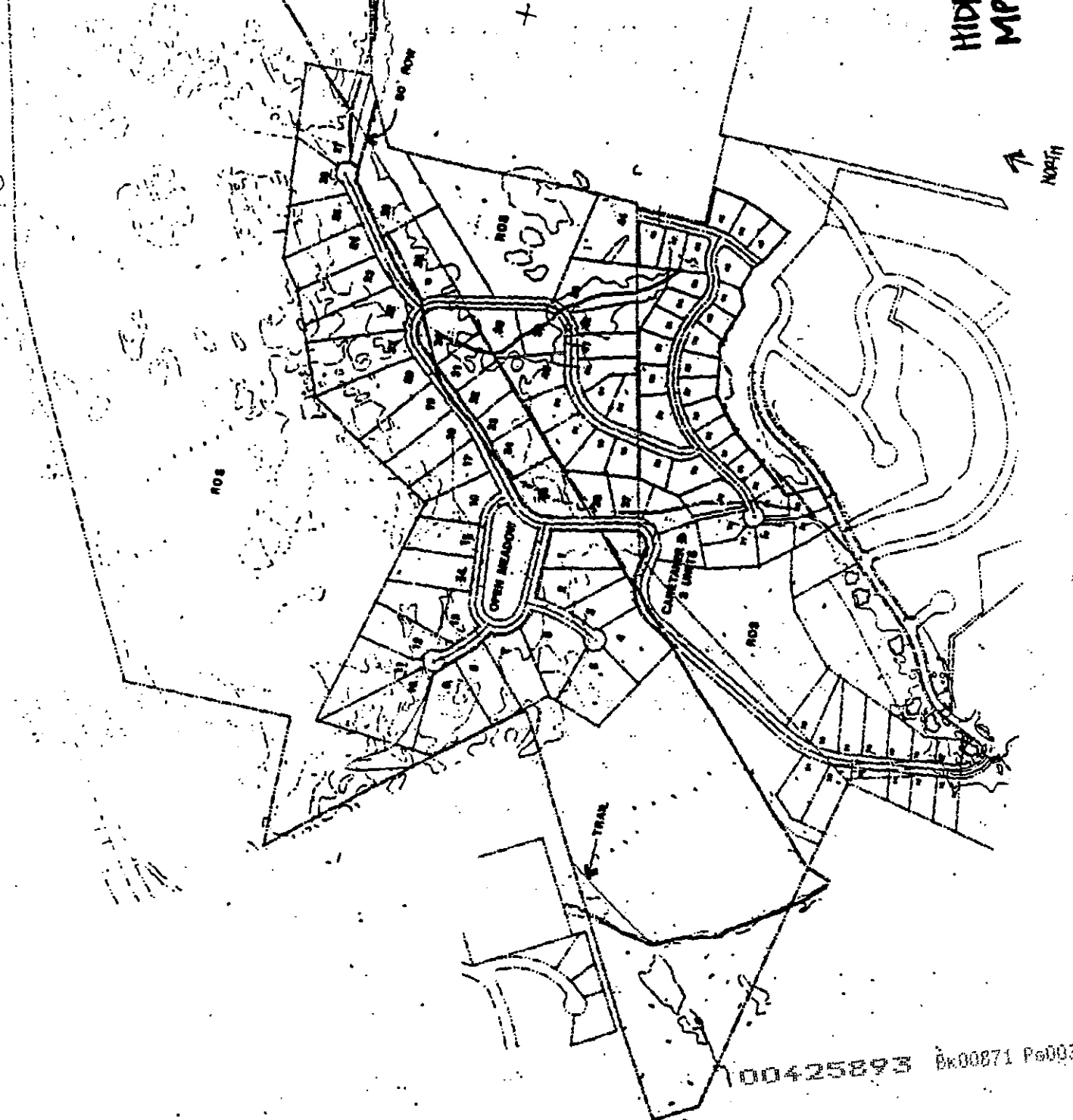
EXHIBIT B



LINE	BEARING	DISTANCE	AREA
L1	N 77°30'13" W	7628.95'	711.24
L2	N 77°30'13" W	7628.95'	46.34
L3	N 77°30'13" W	7628.95'	60.34
L4	N 77°30'13" W	7628.95'	60.34
L5	N 77°30'13" W	7628.95'	60.34
L6	N 77°30'13" W	7628.95'	60.34
L7	N 77°30'13" W	7628.95'	60.34
L8	N 77°30'13" W	7628.95'	60.34
L9	N 77°30'13" W	7628.95'	60.34
L10	N 77°30'13" W	7628.95'	60.34
L11	N 77°30'13" W	7628.95'	60.34
L12	N 77°30'13" W	7628.95'	60.34
L13	N 77°30'13" W	7628.95'	60.34
L14	N 77°30'13" W	7628.95'	60.34
L15	N 77°30'13" W	7628.95'	60.34
L16	N 77°30'13" W	7628.95'	60.34
L17	N 77°30'13" W	7628.95'	60.34
L18	N 77°30'13" W	7628.95'	60.34
L19	N 77°30'13" W	7628.95'	60.34
L20	N 77°30'13" W	7628.95'	60.34
L21	N 77°30'13" W	7628.95'	60.34
L22	N 77°30'13" W	7628.95'	60.34
L23	N 77°30'13" W	7628.95'	60.34
L24	N 77°30'13" W	7628.95'	60.34
L25	N 77°30'13" W	7628.95'	60.34
L26	N 77°30'13" W	7628.95'	60.34
L27	N 77°30'13" W	7628.95'	60.34
L28	N 77°30'13" W	7628.95'	60.34
L29	N 77°30'13" W	7628.95'	60.34
L30	N 77°30'13" W	7628.95'	60.34
L31	N 77°30'13" W	7628.95'	60.34
L32	N 77°30'13" W	7628.95'	60.34
L33	N 77°30'13" W	7628.95'	60.34
L34	N 77°30'13" W	7628.95'	60.34
L35	N 77°30'13" W	7628.95'	60.34
L36	N 77°30'13" W	7628.95'	60.34
L37	N 77°30'13" W	7628.95'	60.34
L38	N 77°30'13" W	7628.95'	60.34
L39	N 77°30'13" W	7628.95'	60.34
L40	N 77°30'13" W	7628.95'	60.34
L41	N 77°30'13" W	7628.95'	60.34
L42	N 77°30'13" W	7628.95'	60.34
L43	N 77°30'13" W	7628.95'	60.34
L44	N 77°30'13" W	7628.95'	60.34
L45	N 77°30'13" W	7628.95'	60.34
L46	N 77°30'13" W	7628.95'	60.34
L47	N 77°30'13" W	7628.95'	60.34
L48	N 77°30'13" W	7628.95'	60.34
L49	N 77°30'13" W	7628.95'	60.34
L50	N 77°30'13" W	7628.95'	60.34
L51	N 77°30'13" W	7628.95'	60.34
L52	N 77°30'13" W	7628.95'	60.34
L53	N 77°30'13" W	7628.95'	60.34
L54	N 77°30'13" W	7628.95'	60.34
L55	N 77°30'13" W	7628.95'	60.34
L56	N 77°30'13" W	7628.95'	60.34
L57	N 77°30'13" W	7628.95'	60.34
L58	N 77°30'13" W	7628.95'	60.34
L59	N 77°30'13" W	7628.95'	60.34
L60	N 77°30'13" W	7628.95'	60.34
L61	N 77°30'13" W	7628.95'	60.34
L62	N 77°30'13" W	7628.95'	60.34
L63	N 77°30'13" W	7628.95'	60.34
L64	N 77°30'13" W	7628.95'	60.34
L65	N 77°30'13" W	7628.95'	60.34
L66	N 77°30'13" W	7628.95'	60.34
L67	N 77°30'13" W	7628.95'	60.34
L68	N 77°30'13" W	7628.95'	60.34
L69	N 77°30'13" W	7628.95'	60.34
L70	N 77°30'13" W	7628.95'	60.34
L71	N 77°30'13" W	7628.95'	60.34
L72	N 77°30'13" W	7628.95'	60.34
L73	N 77°30'13" W	7628.95'	60.34
L74	N 77°30'13" W	7628.95'	60.34
L75	N 77°30'13" W	7628.95'	60.34
L76	N 77°30'13" W	7628.95'	60.34
L77	N 77°30'13" W	7628.95'	60.34
L78	N 77°30'13" W	7628.95'	60.34
L79	N 77°30'13" W	7628.95'	60.34
L80	N 77°30'13" W	7628.95'	60.34
L81	N 77°30'13" W	7628.95'	60.34
L82	N 77°30'13" W	7628.95'	60.34
L83	N 77°30'13" W	7628.95'	60.34
L84	N 77°30'13" W	7628.95'	60.34
L85	N 77°30'13" W	7628.95'	60.34
L86	N 77°30'13" W	7628.95'	60.34
L87	N 77°30'13" W	7628.95'	60.34
L88	N 77°30'13" W	7628.95'	60.34
L89	N 77°30'13" W	7628.95'	60.34
L90	N 77°30'13" W	7628.95'	60.34
L91	N 77°30'13" W	7628.95'	60.34
L92	N 77°30'13" W	7628.95'	60.34
L93	N 77°30'13" W	7628.95'	60.34
L94	N 77°30'13" W	7628.95'	60.34
L95	N 77°30'13" W	7628.95'	60.34
L96	N 77°30'13" W	7628.95'	60.34
L97	N 77°30'13" W	7628.95'	60.34
L98	N 77°30'13" W	7628.95'	60.34
L99	N 77°30'13" W	7628.95'	60.34
L100	N 77°30'13" W	7628.95'	60.34

EXHIBIT C

HIDDEN MEADOWS
MPD SITE PLAN



00425893 Bk00871 Pg00347

Exhibit D

Resolution No. 8-93

A RESOLUTION ADOPTING AFFORDABLE HOUSING GUIDELINES AND STANDARDS FOR PARK CITY, UTAH

WHEREAS, the City Council has identified affordable housing as a high priority in its work program for 1993 through 1995; and

WHEREAS, the City Council has adopted Resolution No. 37-91 on December 5, 1991 which established policies to support and increase affordable housing in Park City; and

WHEREAS, it is deemed in the best interest of the community to formulate guidelines and standards so that there are consistent and established criteria for review of project applications, annexation petitions, and other planning actions where affordable housing is an issue; and

WHEREAS, it is appropriate to base the following figures on standards in other resort communities, two Park City studies, HUD standards, and input from the Planning Commission Subcommittee on Affordable Housing;

NOW, THEREFORE BE IT RESOLVED that the City Council adopt the following:

SECTION 1. AFFORDABLE HOUSING STANDARDS AND GUIDELINES ADOPTED.

MINIMUM UNIT SIZE--STANDARD

studio	400 square feet
1 br	550 square feet
2 br	750 square feet
3 br	950 square feet
4 br	1,100 square feet

MAXIMUM RENT--GUIDELINE

studio	\$400
1 br	500
2 br	650
3 br	800
4 br	950

It is assumed that the affordable units will be in multifamily configuration. Modifications to the maximum rent guidelines may be made based upon such factors as housing configuration (detached), provision of a public benefit, or project amenities. These numbers will be adjusted annually in consideration of the CPI and rental

rates. The City Council will reevaluate the rent maximums every three years.

MAXIMUM CITY ASSISTANCE--STANDARD

\$5,000 regardless of unit size or configuration.

LIMITATION PERIOD--GUIDELINE

15 years regardless of unit size.

The limitation period may be varied based upon provision of a public benefit or other factors as negotiated by the City Council or Housing Authority.

ANNEXATION REQUIREMENTS--STANDARDS

10% minimum percent affordable housing.

2 bedroom standard unit size.

UNIT EQUIVALENTS FOR AFFORDABLE HOUSING--STANDARDS

studio	.50
1 br	.75
2 br	1.00
3 br	1.25
4 br	1.50

IN LIEU PAYMENTS FOR ANNEXATION AFFORDABLE HOUSING REQUIREMENT

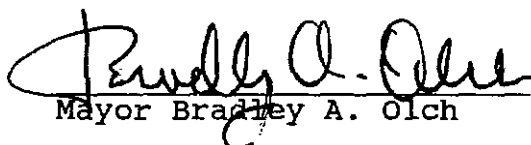
studio	\$30,000
1 br	45,000
2 br	60,000
3 br	75,000
4 br	90,000

The in lieu payment figures were derived from a recent estimate of the cost of providing one unit of affordable housing. The estimate of \$60,000 includes financing and title costs, construction costs, and contingency costs for a two bedroom unit. All other in lieu payments (for other sizes of units) are based upon the unit equivalents. These numbers will be adjusted annually in consideration of the CPI and estimates of affordable housing development costs. The City Council will reevaluate the in lieu amounts every three years.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately.

PASSED AND ADOPTED this 18th day of March, 1993.

PARK CITY MUNICIPAL CORPORATION



Mayor Bradley A. Olch

2 of 2

00425893 Bk00871 Pg00349

ADDRESS:

Park City Affordable Housing Project.

Doc Type:

☒ Application

☐ Plan

☐ Blank Document

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

--

PARK CITY PLANNING DEPARTMENT
MEMORANDUM

TO: PLANNING COMMISSION SUBCOMMITTEE ON AFFORDABLE HOUSING
FROM: SUSAN LYKES, PLANNER II *SL*
DATE: 5 AUGUST 1993
RE: CORNER PARCEL/HIDDEN MEADOWS ANNEXATION PETITION

As you know, the applicants for the Hidden Meadows Annexation have included the "Corner Parcel" in their annexation petition as an option for development of affordable housing, deferring to the city the decision on the inclusion of parcel in the annexation request. If annexed, the parcel would be the site of a dense, small-lot, single-family subdivision geared toward providing affordable housing for the area's "middle class." Otherwise, the applicants would pursue alternative options (which have not been specified) for provision of their eight-unit affordable housing requirement. The applicants' preferred option is the annexation of the Corner Parcel.

When the Hidden Meadows application was first received, the city was planning to move forward on the "East Corridor" Area Plan. The staff indicated that the city was not inclined to consider annexation of the Corner Parcel until such time as the area plan was completed. The area plan would determine if the affordable housing use is compatible within the context of the east corridor. Since that time, however, the Planning Commission has stated a priority of reviewing and revising the Comprehensive Plan. In addition, the Council has directed the staff to revise the Annexation Policy Declaration. The East Corridor Plan was therefore postponed because of a lack of staff time. Because of this, the staff is no longer requesting the deferral of the Corner Parcel annexation and master planning.

Up to this point, the Planning Commission review of Hidden Meadows has focused primarily on the basic question of annexation. Little emphasis has been placed upon other issues which will be important *if the project is to be annexed* but which are currently secondary to the annexation question. The staff would like the Affordable Housing Subcommittee to discuss the Corner Parcel in order to provide recommendations to the Planning Commission on the appropriateness of annexation of that parcel. The AHSC should discuss the following questions.

PLANNING ISSUES.

- The Corner Parcel has one tip adjacent to the city limits. However, the parcel is somewhat in the middle of nowhere in terms of development: the adjacent property within Park City is composed of a long strip of ROS property. Is this an appropriate place to encourage new development, particularly dense, single-family development?
- The provision of services to the Corner Parcel will imply that the city is willing to consider annexation and/or development in the east corridor area. At this time, development in that area has been stemmed by that fact that the city currently has no services extended to that area and has no plans to do so. Annexation of the Corner Parcel and extension of services could very well open Pandora's box. Is the affordable housing development worth the extension of services and the attendant development implications?
- Should the Commission consider an option whereby the Corner Parcel is annexed but may not be developed for a certain number of years? The timing of development could be dictated by the annexation agreement.

AFFORDABLE HOUSING ISSUES.

- While it may be unrealistic to expect to develop single-family affordable housing within the current city limits because of land prices, is it appropriate to be placing affordable housing on the fringes of the urban area?
- Is this type of affordable housing appropriately used to satisfy an annexation requirement?
- Will this type of housing just attract more Salt Lake families rather than provide for Park City needs? How can this be avoided?
- Should the city provide fee waivers for the development?
- Applicant Hank Rothwell argues that the size of the lots would be a natural restriction on the price of the lots and homes. Is the AHSC comfortable with this notion or should there be sales restrictions on the lots?
- Is this type of housing needed? (I believe that the AHSC has already determined that it is.)

This topic may be too extensive to resolve in one meeting; if this is the case, another meeting may be scheduled. If the AHSC feels that the Corner Parcel should be annexed concurrently with Hidden Meadows, the recommendation will be passed on the Planning Commission for their consideration.

The staff has asked applicants Hank Rothwell and Liz Josephson to attend the meeting in order to participate in the Corner Parcel discussion.

When recorded mail to:

Anita Sheldon, City Recorder
P.O. Box 1480
Park City, UT 84060

AMENDMENT TO THE HIDDEN MEADOWS ANNEXATION AGREEMENT

Whereas, the City Council has determined that it is in the best interest of the City to accept a payment in-lieu of the affordable housing requirement because the money will be used to facilitate the construction of a greater number of affordable housing units in other projects; and

Whereas, Blue Ledge has agreed to give to the City approximately fifty percent of the sale price of one lot as consideration for release of the obligation to build an affordable housing duplex on Lot 45;

NOW THEREFORE, this Agreement is made by and between Park City Municipal Corporation ("Park City") and Blue Ledge Corporation, a Utah corporation, (Blue Ledge) to amend the Hidden Meadows Annexation Agreement entered into on March 2, 1995 regarding the property more particularly described in "Exhibit A". In consideration of Park City's agreement to annex Blue Ledge's property and in consideration of the mutual promises contained herein, the parties agree that the terms and conditions of Hidden Meadows Annexation Agreement shall be amended to read as follows:

01430356 8000395 P00169-00172
5-30 C.C. 2.3.104 11 T21 R48
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1995 MAY 24 09:39 AM FEE \$1.00 BY DMS
REQUEST: PARK CITY MUNICIPAL CORP

4. Density.

A. Underlying Density. The underlying density of Hidden Meadows is calculated as if the entire parcel is zoned Estate, with the Sensitive Lands Ordinance applied. The total density without bonuses or Royal Oaks reconfiguration shall be no greater than 35 lots.

B. Royal Oaks Phase II Reconfiguration Bonuses. Park City desires to reduce the visual impacts of Royal Oaks Phase II, as approved in 1991, and to maintain the hillside below the Oaks Clubhouse in as natural a state as possible. In order to achieve this, Park City agrees to grant density bonuses to Blue Ledge on the Hidden Meadows property in consideration for the relocation of the most visually obtrusive Royal Oaks Phase II lots. Nine lots shall be moved from Royal Oaks Phase II to the Hidden Meadows property; an additional nine lots shall be granted to Blue Ledge as a bonus for accommodating the reconfiguration. Reference Exhibit C.

C. Total Density. The total density on the Hidden Meadows Property shall be ~~53~~ ⁵⁴ lots. Nine of these lots shall be part of Royal Oaks Phase II; the remaining ~~44~~ ⁴⁵ lots shall be Hidden

Meadows lots. The density shall comply with the provisions of the Sensitive Lands Ordinance, with the exception of the bonus and Royal Oaks Phase II lots.

D. Alternate Density. Hidden Meadows Property shall not receive any plat approvals until the developers of Royal Oaks Phase II have received Planning Commission approval for a final plat to reconfigure the Royal Oaks Phase II deleting nine lots as shown conceptually in Exhibit C. If the developers of Royal Oaks Phase II have not recorded that plat within eighteen months of adoption of this agreement, the underlying zoning of Estate (E) and Recreation Open Space (ROS) shall dictate the density of the Hidden Meadows parcel, with no bonuses granted.

9. Affordable Housing. In consideration of the foregoing, Blue Ledge shall pay Park City \$364,000 as follows: provide 4.4 affordable unit equivalents as required by Resolution 8-93 as provided in Exhibit D

A. Payment in Lieu. Prior to final plat recordation, Blue Ledge shall pay \$264,000 to Park City which shall satisfy its affordable housing obligation for 4.4 affordable unit equivalents.

B. Lot 45. Blue Ledge shall pay \$100,000 to Park City within 2 years of Phase I final plat recordation as consideration for retaining ownership and single-family use of Lot 45. Blue Ledge shall execute and record a lien and promissory note on Lot 45 to Park City's satisfaction. Blue Ledge hereby grants to Park City a right of first refusal to purchase Lot 45 at the price of \$215,000. Such right shall expire 30 days after Blue Ledge provides written notice to Park City of the first bona fide offer of purchase for Lot 45 which culminates in a sale at or near appraised value.

A. Duplex Units. Two affordable rental units shall be provided in duplex configuration in conjunction with the Hidden Meadows project. These units shall comply with Resolution 8-93. Unit size, occupancy and affordable housing restrictions on the units shall be reviewed by the Planning Commission concurrent with final plat approval. The Commission shall make a recommendation to the Park City Housing Authority (Housing Authority) on the general terms of a Moderate Income Rental Program Agreement (MIRPA). The approval of the MIRPA by the Housing Authority is a condition of final plat approval.

B. Remaining Requirement. The remaining affordable housing requirement shall be provided through in-lieu payment or by other methods reviewed and approved by the Housing Authority. The Planning Commission shall review proposals for satisfying the remaining requirement during subdivision review and shall make a recommendation on the method and parameters to the Housing Authority. The Housing Authority shall approve a MIRPA as a condition of final plat approval.

C. Security Required. Security for the entire 4.4 affordable housing unit requirement totalling \$264,000 shall be posted prior to plat recordation.

~~D. Deadlines.~~

- ~~i. Duplex Units. The duplex units described in sub-paragraph 9.A. must be one of the first five structures in the subdivision to receive building permits and must be approved for occupancy within 18 months of the building permit issuance for the duplex unit. If the duplex units do not meet these conditions, the security for affordable housing, together with accrued interest, shall be forfeited to the Housing Authority.~~
- ~~ii. Other Units. The units described in Paragraph 9.B. must be constructed within two years of plat recordation. If this condition is not satisfied, the security for affordable housing, together with accrued interest, shall be paid over to the Housing Authority.~~
- ~~iii. Security. If all affordable units are built prior to the respective deadlines, the security for affordable housing, together with interest, shall be returned to Blue Ledge.~~

~~E. Fee Waivers. Affordable housing fee waivers outlined in Resolution 8-93 (Exhibit D) shall not be available for affordable housing built in conjunction with the requirement for affordable housing set forth in paragraph 9.~~

Dated this 16th day of May, 1995.

BLUE LEDGE CORPORATION

By: Hank Rothwell
Its: President

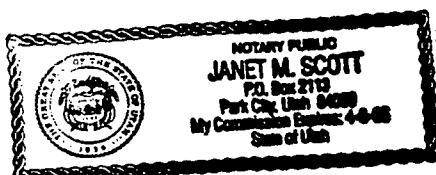
CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

County of Summit)

On the 16 day of May, 1995, personally appeared before me HANK ROTHWELL, who did say that he/she is the PRESIDENT of Blue Ledge Corporation, and that the foregoing Agreement was signed in behalf of said corporation by authority of a resolution of its board of directors; and said person acknowledged to me that said corporation executed the same.



Janet M. Scott
NOTARY PUBLIC

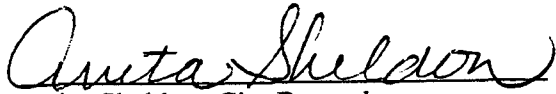
3 of 4

00430356 Bk00885 Pg00170

PARK CITY MUNICIPAL CORPORATION


Bradley A. Orr, Mayor

Attest:


Anita Sheldon, City Recorder

Approved as to Form:

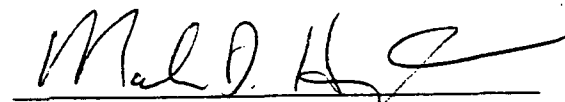

Mark D. Harrington, Asst. City Attorney

EXHIBIT A

HIDDEN MEADOWS SURVEY BOUNDARY

Beginning at a point North $00^{\circ}19'41''$ East along the section line 295.82 feet from the east quarter corner of Section 10, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South $77^{\circ}00'00''$ West 1631.18 feet; thence South $35^{\circ}30'00''$ West 1410.00 feet to the northeast corner of the Emma mining claim (Mineral Survey 3262); thence along the northerly end lines of the Emma, the Emily No. 2, and the Hope No. 2 mining claims (Mineral Survey 3262) North $77^{\circ}39'13''$ West 1626.95 feet more or less; thence along the westerly end line of the Gasoline Alley No. 6 mining claim (Mineral Survey 6992) North $28^{\circ}59'00''$ West 222.56 feet more or less; thence along the southerly side line of the Ina mining claim (Mineral Survey 5490) North $59^{\circ}06'00''$ East 465.36 more or less along the southerly side line of the Bessie mining claim (Mineral Survey 5552) North $61^{\circ}01'00''$ East 1500.00 feet more or less; thence along the easterly end line of the Bessie mining claim North $83^{\circ}40'43''$ West 601.29 feet; thence along the easterly end line of the Little Bessie mining claim (Mineral Survey 5490) North $40^{\circ}09'07''$ West 601.17 feet; thence along the easterly end line of the Sunrise mining claim (Mineral Survey 5490) North $40^{\circ}09'07''$ West 135.53 feet more or less; thence along the south line of the north half of the northwest quarter of Section 10 North $89^{\circ}51'10''$ East 595.76 feet; thence along the east line of the north half of the northwest quarter of Section 10 North $00^{\circ}40'33''$ East 771.40 feet; thence along the northerly side line of the Woodrow No. 1 mining claim (Mineral Survey 6792) North $60^{\circ}10'00''$ East 516.35 feet more or less; thence along the northerly side line of the Woodrow No. 2 mining claim North $62^{\circ}56'19''$ East 1501.54 feet; thence along the westerly end line of the Glegg No. 1 mining claim (Mineral Survey 6792) North $44^{\circ}04'01''$ West 31.07 feet; thence along the northerly side line of the Glegg No. 1 mining claim North $75^{\circ}55'00''$ East 1435.63 feet more or less; thence along the southerly end line of the Potosi mining claim (Mineral Survey 6192) North $78^{\circ}41'14''$ East 40.19 feet; thence along the easterly side line of the Potosi mining claim North $53^{\circ}33'00''$ East 5.10 feet; thence along the northerly side line of the Glegg No. 1 mining claim North $75^{\circ}55'00''$ East 21.29 feet more or less; thence along the easterly end line of the Glegg No. 1 mining claim South $41^{\circ}00'00''$ East 643.43 feet more or less; thence along the easterly end line of the Glegg No. 2 mining claim South $39^{\circ}40'23''$ East 608.58 feet; thence along the easterly end line of the Glegg No. 3 mining claim South $38^{\circ}46'13''$ East 606.70 feet; thence along the southerly side line of the Glegg No. 3 mining claim South $75^{\circ}52'07''$ West 1501.92 feet; thence along the southerly side line of the Glegg No. 6 mining claim South $63^{\circ}17'52''$ West 344.36 feet; thence along the east line of Section 10 South $00^{\circ}19'41''$ West 1178.19 feet to the point of beginning. Description contains 258.38 acres.

00430356 Bk00825 Pg00172

When recorded mail to:
Anita Sheldon, City Recorder
P.O. Box 1480
Park City, UT 84060

HIDDEN MEADOWS ANNEXATION AGREEMENT

THIS AGREEMENT is made by and between Park City Municipal Corporation ("Park City") and Blue Ledge Corporation, a Utah corporation, (Blue Ledge) to set forth the terms and conditions under which Park City will annex land owned by Blue Ledge into the corporate limits of Park City, and extend municipal services to that property. This agreement is made under authority of Utah Code Annotated §10-2-414, (1953, as amended) and shall serve as part of a supplemental annexation policy declaration when executed by all parties. In consideration of Park City's agreement to annex Blue Ledge's property and in consideration of the mutual promises contained herein, the parties agree that the terms and conditions of annexation shall be as follows:

1. Property. The property to be annexed is described on the attached Exhibit A, and is referred to herein as the Hidden Meadows Property.

2. Zoning. Upon annexation, the Hidden Meadows property will become subject to the Park City Land Management Code, Subdivision Regulations, Sensitive Lands Ordinance, and all other Park City ordinances and building regulations. The property will be zoned in two areas as shown on the annexation plat for the property, which is incorporated into this agreement as Exhibit B. The open hillsides outside of the development area will be zoned RECREATION OPEN SPACE (ROS). The developed area will be zoned ESTATE (E), with maximum density as outlined in Paragraph 4 of this agreement. It is understood that the underlying zone for the entire parcel for the purpose of density calculations is Estate (E) and that the open space areas will be zoned Recreation Open Space (ROS) to ensure the area remains in open space.

3. Master Plan Approval. The Planning Commission has approved a master plan as part of the action on the annexation. The density, road and lot locations, open space and other parameters of the project shall be consistent with the master plan approval as shown in Exhibit C. The master plan approval is contingent upon approval of this agreement by the City Council. The MPD approval is valid for two years from the date of the Royal Oaks Phase II plat recordation.

4. Density.

A. Underlying Density. The underlying density of Hidden Meadows is calculated as if the entire parcel is zoned Estate, with the Sensitive Lands Ordinance applied. The total density without bonuses or Royal Oaks reconfiguration shall be no greater than 35 lots.

B. Royal Oaks Phase II Reconfiguration Bonuses. Park City desires to reduce the visual impacts of Royal Oaks Phase II, as approved in 1991, and to maintain the hillside below the Oaks Clubhouse in as natural a state as possible. In order to achieve this, Park City agrees to grant density bonuses to Blue Ledge on the Hidden Meadows property in consideration for the relocation of the most visually obtrusive Royal Oaks Phase II lots. Nine lots shall be moved from Royal Oaks Phase II to the Hidden Meadows property; an additional nine lots shall be granted to Blue Ledge as a bonus for accommodating the reconfiguration. Reference Exhibit C.

C. Total Density. The total density on the Hidden Meadows Property shall be 53 lots. Nine of these lots shall be part of Royal Oaks Phase II; the remaining 44 lots shall be Hidden Meadows lots. The density shall comply with the provisions of the Sensitive Lands Ordinance, with the exception of the bonus and Royal Oaks Phase II lots.

D. Alternate Density. Hidden Meadows Property shall not receive any plat approvals until the developers of Royal Oaks Phase II have received Planning Commission approval for a final plat to reconfigure the Royal Oaks Phase II deleting nine lots as shown conceptually in Exhibit C. If the developers of Royal Oaks Phase II have not recorded that plat within eighteen months of adoption of this agreement, the underlying zoning of Estate (E) and Recreation Open Space (ROS) shall dictate the density of the Hidden Meadows parcel, with no bonuses granted.

5. Site Planning. The configuration of the Hidden Meadows Property shall be substantially as shown in Exhibit C and as described in the MPD approval.

6. Trails and Sidewalks. A trails plan shall be approved concurrently with the preliminary plat and shall conform to the MPD approval. The trails shall be dedicated to Park City in the final plat. Park City reserves the right to develop additional trails in any open space areas which are dedicated to Park City.

7. Open Space. The Hidden Meadows Property open space shall be as shown in Exhibit C.

A. Ownership. Blue Ledge shall by statutory warranty deed transfer land designated as Recreational Open Space (ROS) to the City in fee simple. Blue Ledge hereby warrants marketable title to the entire area designated ROS in Exhibit C.

B. Use Restrictions and Preservation. The open space areas shall be subject to a restriction which will ensure the perpetual preservation of the open space and restrict the uses of the parcels. This restriction may take the form of a deed restriction, conservation easement, or some other mechanism acceptable to the City Attorney.

C. Maintenance. Open space shall be maintained by the entity holding fee title to the property unless other provisions have been made by agreement or as conditions of plat approval.

8. Fire Safety. Exterior and interior fire sprinklers are required. Wood roofs are prohibited.

9. Affordable Housing. In consideration of the foregoing, Blue Ledge shall provide 4.4 affordable unit equivalents as required by Resolution 8-93 as provided in Exhibit D.

A. Duplex Units. Two affordable rental units shall be provided in duplex configuration in conjunction with the Hidden Meadows project. These units shall comply with Resolution 8-93. Unit size, occupancy and affordable housing restrictions on the units shall be reviewed by the Planning Commission concurrent with final plat approval. The Commission shall make a recommendation to the Park City Housing Authority (Housing Authority) on the general terms of a Moderate Income Rental Program Agreement (MIRPA). The approval of the MIRPA by the Housing Authority is a condition of final plat approval.

B. Remaining Requirement. The remaining affordable housing requirement shall be provided through in-lieu payment or by other methods reviewed and approved by the Housing Authority. The Planning Commission shall review proposals for satisfying the remaining requirement during subdivision review and shall make a recommendation on the method and parameters to the Housing Authority. The Housing Authority shall approve a MIRPA as a condition of final plat approval.

C. Security Required. Security for the entire 4.4 affordable housing unit requirement totalling \$264,000 shall be posted prior to plat recordation.

D. Deadlines.

- i. Duplex Units. The duplex units described in sub-paragraph 9.A. must be one of the first five structures in the subdivision to receive building permits and must be approved for occupancy within 18 months of the building permit issuance for the duplex unit. If the duplex units do not meet these conditions, the security for affordable housing, together with accrued interest, shall be forfeited to the Housing Authority.
- ii. Other Units. The units described in Paragraph 9.B. must be constructed within two years of plat recordation. If this condition is not satisfied, the security for affordable housing, together with accrued interest, shall be paid over to the Housing Authority.
- iii. Security. If all affordable units are built prior to the respective deadlines, the security for affordable housing, together with interest, shall be returned to Blue Ledge.

E. Fee Waivers. Affordable housing fee waivers outlined in Resolution 8-93 (Exhibit D) shall not be available for affordable housing built in conjunction with the requirement for affordable housing set forth in paragraph 9.

10. Roads and Road Design. All streets and roads within the Hidden Meadows property shall be public and public access may not be obstructed. All streets and roads, excluding the cul de sacs and the meadow loop road, must be platted and built in the first phase of the development. Park City agrees to consider road designs submitted by registered engineers on Blue Ledge's behalf, and agrees that roads within the project will be required to meet Park City standards for residential and collector streets, including adequate provisions for construction traffic.

A. The road traversing the hillside below the Oaks Clubhouse shall have a minimum width of twenty-four feet from back of curb to back of curb, with a ten-foot shoulder on each side. The road design will be rigorously reviewed by the staff for retaining walls, landscaping, and irrigation which will minimize the visual impact of the road crossing. This road shall have a very confined limit of disturbance, particularly on the downhill side, in order to retain as much of the natural screening as possible.

11. Future Rights-of-Way. The subdivision plat for the Hidden Meadows Property shall show a right-of-way, of at least fifty feet in width, on the east edge of the property bordering the Gillmor parcel in the general location of the existing dirt road. The right-of-way shall not be improved for public vehicular traffic until a review of the Park City Annexation Declaration Policy and Comprehensive Plan is completed and the use of the right-of-way is determined to be appropriate and desirable as a result of such comprehensive review. Blue Ledge, as the developer, shall have no obligation now or in the future to construct or pay for the construction of this road beyond the cul-de-sac bulb; provided that if Blue Ledge still owns lots at such time as a special improvement district is formed for that purpose, Blue Ledge would be subject to assessment on the same basis as other lot owners.

12. Sanitary Sewer. Alignment of the sanitary sewer through Chatham Crossing is subject to Park City review and approval prior to and after final design. Blue Ledge shall submit a revegetation plan for the disturbance associated with the installation of the sanitary sewer. This plan shall be approved by the staff prior to commencement of sanitary sewer construction.

13. Dedication of Water Rights. In consideration of the benefits incurred to Park City in the January 22, 1992 "Agreement between Park City Municipal Corporation and United Park City Mines Company Consenting to a Sale of Surplus Salt Lake City Water," Park City will not require dedication of water rights by Blue Ledge as a condition of annexation of the Hidden Meadows property.

14. Water Connection and Development Fees and Other Water Costs. As each building permit is obtained for individual houses within the subdivision, the owner shall pay the Park City water connection and development fees as provided by the Park City ordinance in effect at the time of application for building permits. Because there is no longer desirable distribution capacity in the Oaks Tank, Blue Ledge shall be required to pay a City approved portion of the cost of a pump station to send water from the Chatham area to the Solamere area.

15. Homeowners Association. A Homeowners Association shall be formed to maintain trails and any common open space under the ownership of the association.

16. Park Development Fees. Blue Ledge shall pay and agrees not to contest Parks and Recreation fees in the amount of \$1035 per Hidden Meadows lot prior to final plat recordation. However, pursuant to Paragraph 7 of this Agreement, Blue Ledge is dedicating substantial open space to Park City. Accordingly, all or part of the Park and Recreation fees may be waived by Park City in an amount to be determined by the Park City Parks, Recreation and Beautification Board. The potential for a fee waiver shall be scheduled on the first available agenda of the Park City Parks, Recreation and Beautification Board upon the execution of this Agreement. Blue Ledge shall not be responsible for payment of Parks and Recreation fees for the nine Royal Oaks Phase II lots located on Blue Ledge Property.

17. Planning Review Fees. Blue Ledge shall be responsible for all subdivision approval fees as deemed appropriate by the Community Development Director. Blue Ledge shall not be responsible for payment of fees for the nine Royal Oaks lots located on the Hidden Meadows parcel.

18. Impact and Building Fees. Blue Ledge or successor owners of lots will pay and not contest all generally applicable impact (including school facilities impact fees), building permit, and plan check fees due for construction on the annexed land as provided by Park City ordinance in effect at the time of application for building permits.

19. Acceptance of Public Improvements. Park City will accept title to the public improvements within each phase of the project upon final approval of the construction for each phase. Blue Ledge shall pay for the usage of water in each phase sufficient, in the opinion of the Park City Public Works Director, to avoid freezing of water lines until homes have been built on 23 lots (or 50% of the lots) in that phase.

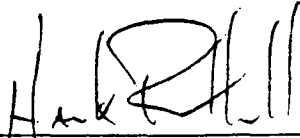
20. Snow Removal and Storage. Park City is not obligated to take over snow removal responsibility on public streets within Hidden Meadows Property until at least 23 lots in the Hidden Meadows Subdivision exclusive of the Nine Royal Oaks Phase II Lots) have been improved by the construction of a house on those lots as evidenced by issuance of a certificate of occupancy on those lots. Until that occurs, snow removal shall be Blue Ledge's responsibility, or that of the homeowners' association. Because of the project location within a drift line and on a north-facing slope, a ten-foot snow storage easement shall be provided on either side of all streets within Hidden Meadows.

21. Governing Law. This agreement shall be governed by the laws of Utah.

22. Full Agreement. This agreement contains the full and complete agreement of the parties regarding the annexation and there are no other agreements in regard to the annexation of the Hidden meadows Property. This agreement may only be modified or varied by in writing signed by the parties.

Dated this 2nd day of March, 1995.

BLUE LEDGE CORPORATION



By:
Its: President

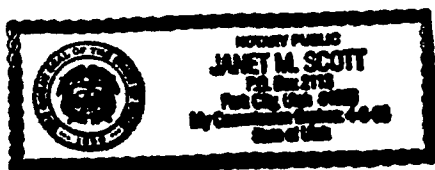
CORPORATE ACKNOWLEDGMENT

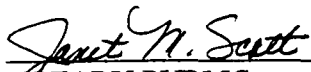
STATE OF UTAH)

 : ss.

County of Summit)

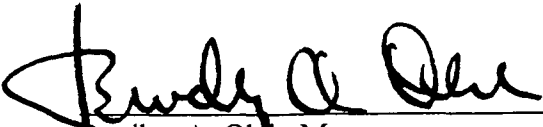
On the 3 day of March, 1995, personally appeared before me
HANK ROTHWELL who did say that he/she is the
PRESIDENT of Blue Ledge Corporation, and that the foregoing Agreement was
signed in behalf of said corporation by authority of a resolution of its board of directors; and said
person acknowledged to me that said corporation executed the same.





NOTARY PUBLIC

PARK CITY MUNICIPAL CORPORATION



Bradley A. Olson, Mayor

Attest:

Anita Sheldon
Anita Sheldon, City Recorder

Approved as to Form:

Mark D. Harrington
Mark D. Harrington, Asst. City Attorney

Exhibit A - Legal description of property to be annexed

Exhibit B - Annexation plat (estimated reduction - original recorded w/ Summit County Recorder)

Exhibit C - Site plan per approved MPD (reduction)

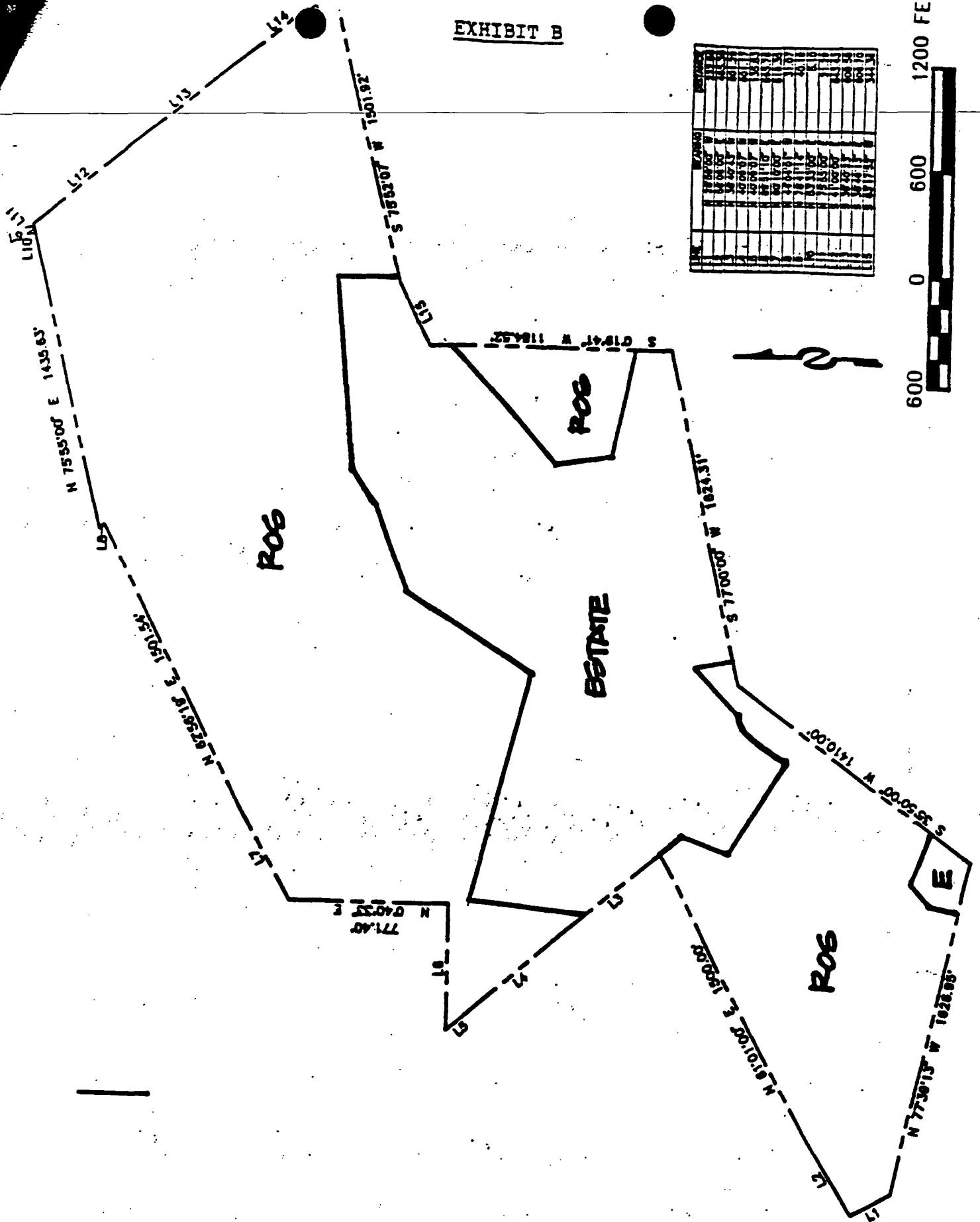
Exhibit D - Resolution 8-93

EXHIBIT A

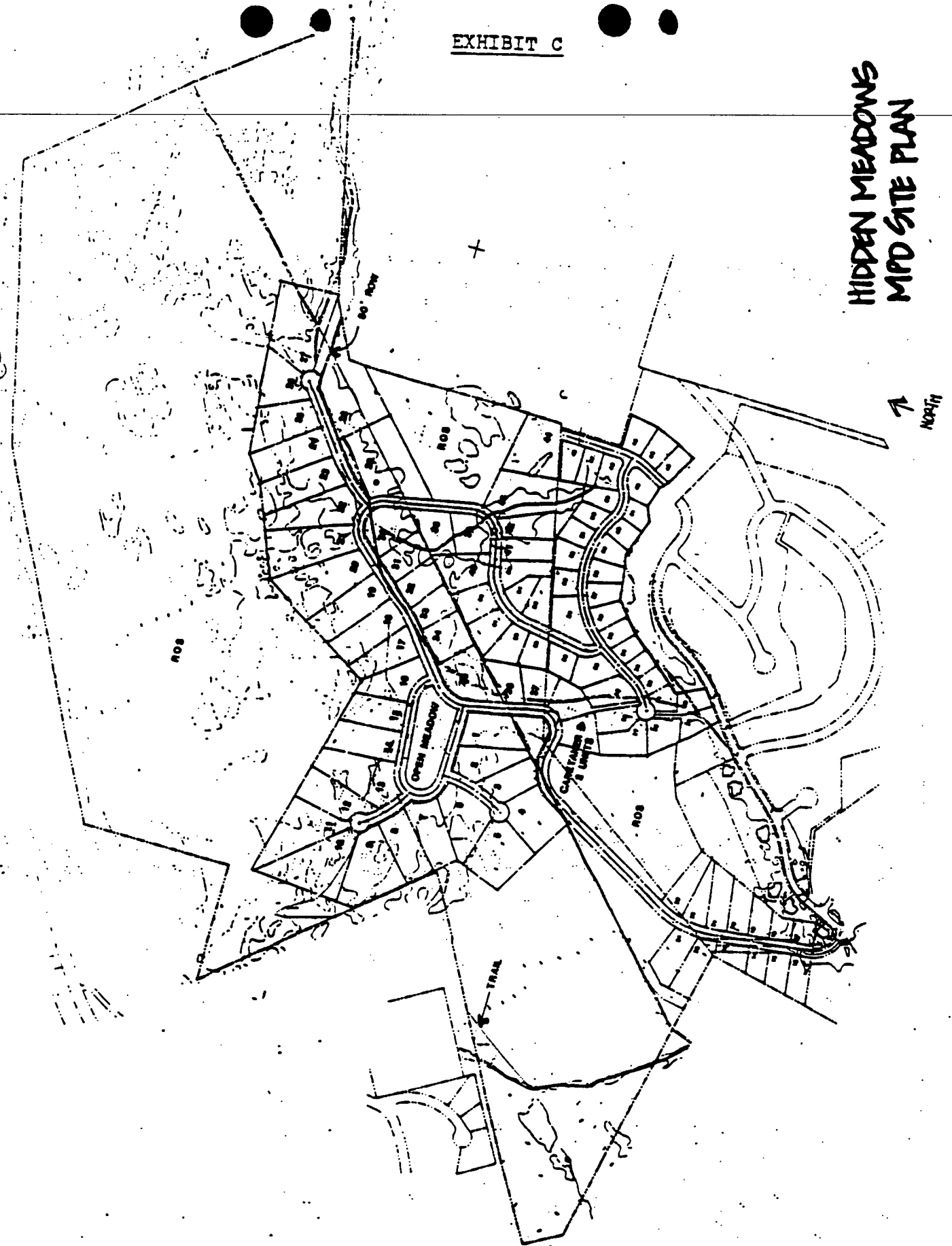
HIDDEN MEADOWS SURVEY BOUNDARY

Beginning at a point North $00^{\circ}19'41''$ East along the section line 295.82 feet from the east quarter corner of Section 10, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South $77^{\circ}00'00''$ West 1631.18 feet; thence South $35^{\circ}30'00''$ West 1410.00 feet to the northeast corner of the Emma mining claim (Mineral Survey 3262); thence along the northerly end lines of the Emma, the Emily No. 2, and the Hope No. 2 mining claims (Mineral Survey 3262) North $77^{\circ}39'13''$ West 1626.95 feet more or less; thence along the westerly end line of the Gasoline Alley No. 6 mining claim (Mineral Survey 6992) North $28^{\circ}59'00''$ West 222.56 feet more or less; thence along the southerly side line of the Ina mining claim (Mineral Survey 5490) North $59^{\circ}06'00''$ East 465.36 more or less along the southerly side line of the Bessie mining claim (Mineral Survey 5552) North $61^{\circ}01'00''$ East 1500.00 feet more or less; thence along the easterly end line of the Bessie mining claim North $83^{\circ}40'43''$ West 601.29 feet; thence along the easterly end line of the Little Bessie mining claim (Mineral Survey 5490) North $40^{\circ}09'07''$ West 601.17 feet; thence along the easterly end line of the Sunrise mining claim (Mineral Survey 5490) North $40^{\circ}09'07''$ West 135.53 feet more or less; thence along the south line of the north half of the northwest quarter of Section 10 North $89^{\circ}51'10''$ East 595.76 feet; thence along the east line of the north half of the northwest quarter of Section 10 North $00^{\circ}40'33''$ East 771.40 feet; thence along the northerly side line of the Woodrow No. 1 mining claim (Mineral Survey 6792) North $60^{\circ}10'00''$ East 516.35 feet more or less; thence along the northerly side line of the Woodrow No. 2 mining claim North $62^{\circ}56'19''$ East 1501.54 feet; thence along the westerly end line of the Glegg No. 1 mining claim (Mineral Survey 6792) North $44^{\circ}04'01''$ West 31.07 feet; thence along the northerly side line of the Glegg No. 1 mining claim North $75^{\circ}55'00''$ East 1435.63 feet more or less; thence along the southerly end line of the Potosi mining claim (Mineral Survey 6192) North $78^{\circ}41'14''$ East 40.19 feet; thence along the easterly side line of the Potosi mining claim North $53^{\circ}33'00''$ East 5.10 feet; thence along the northerly side line of the Glegg No. 1 mining claim North $75^{\circ}55'00''$ East 21.29 feet more or less; thence along the easterly end line of the Glegg No. 1 mining claim South $41^{\circ}00'00''$ East 643.43 feet more or less; thence along the easterly end line of the Glegg No. 2 mining claim South $39^{\circ}40'23''$ East 608.58 feet; thence along the easterly end line of the Glegg No. 3 mining claim South $38^{\circ}46'13''$ East 606.70 feet; thence along the southerly side line of the Glegg No. 3 mining claim South $75^{\circ}52'07''$ West 1501.92 feet; thence along the southerly side line of the Glegg No. 6 mining claim South $63^{\circ}17'52''$ West 344.36 feet; thence along the east line of Section 10 South $00^{\circ}19'41''$ West 1178.19 feet to the point of beginning. Description contains 258.38 acres.

EXHIBIT B



HIDDEN MEADOWS
MPD SITE PLAN



Resolution No. 8-93

**A RESOLUTION ADOPTING AFFORDABLE HOUSING
GUIDELINES AND STANDARDS FOR
PARK CITY, UTAH**

WHEREAS, the City Council has identified affordable housing as a high priority in its work program for 1993 through 1995; and

WHEREAS, the City Council has adopted Resolution No. 37-91 on December 5, 1991 which established policies to support and increase affordable housing in Park City; and

WHEREAS, it is deemed in the best interest of the community to formulate guidelines and standards so that there are consistent and established criteria for review of project applications, annexation petitions, and other planning actions where affordable housing is an issue; and

WHEREAS, it is appropriate to base the following figures on standards in other resort communities, two Park City studies, HUD standards, and input from the Planning Commission Subcommittee on Affordable Housing;

NOW, THEREFORE BE IT RESOLVED that the City Council adopt the following:

SECTION 1. AFFORDABLE HOUSING STANDARDS AND GUIDELINES
ADOPTED.

MINIMUM UNIT SIZE--STANDARD

studio	400 square feet
1 br	550 square feet
2 br	750 square feet
3 br	950 square feet
4 br	1,100 square feet

MAXIMUM RENT--GUIDELINE

studio	\$400
1 br	500
2 br	650
3 br	800
4 br	950

It is assumed that the affordable units will be in multifamily configuration. Modifications to the maximum rent guidelines may be made based upon such factors as housing configuration (detached), provision of a public benefit, or project amenities. These numbers will be adjusted annually in consideration of the CPI and rental

rates. The City Council will reevaluate the rent maximums every three years.

MAXIMUM CITY ASSISTANCE--STANDARD

\$5,000 regardless of unit size or configuration.

LIMITATION PERIOD--GUIDELINE

15 years regardless of unit size.

The limitation period may be varied based upon provision of a public benefit or other factors as negotiated by the City Council or Housing Authority.

ANNEXATION REQUIREMENTS--STANDARDS

10% minimum percent affordable housing.

2 bedroom standard unit size.

UNIT EQUIVALENTS FOR AFFORDABLE HOUSING--STANDARDS

studio	.50
1 br	.75
2 br	1.00
3 br	1.25
4 br	1.50

IN LIEU PAYMENTS FOR ANNEXATION AFFORDABLE HOUSING
REQUIREMENT

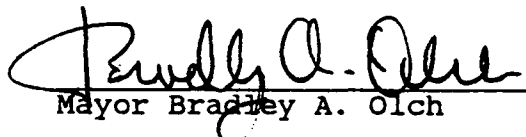
studio	\$30,000
1 br	45,000
2 br	60,000
3 br	75,000
4 br	90,000

The in lieu payment figures were derived from a recent estimate of the cost of providing one unit of affordable housing. The estimate of \$60,000 includes financing and title costs, construction costs, and contingency costs for a two bedroom unit. All other in lieu payments (for other sizes of units) are based upon the unit equivalents. These numbers will be adjusted annually in consideration of the CPI and estimates of affordable housing development costs. The City Council will reevaluate the in lieu amounts every three years.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately.

PASSED AND ADOPTED this 18th day of March, 1993.

PARK CITY MUNICIPAL CORPORATION



Mayor Bradley A. Olch

SURVEYOR'S CERTIFICATE

I, John Demkowicz, do hereby certify that I am a registered Land Surveyor and that I hold Certificate No. 163931 as prescribed under the laws of the State of Utah. I have made a survey of the tract of land shown and described herein and subdivided said tract of land into lots, public easements, ROS parcels and public right-of-ways to be hereafter known as HIDDEN MEADOW SUBDIVISION PHASE 1 and that the same has been correctly surveyed on the ground as shown on this plat.

John Demkowicz
JOHN DEMKOWICZ L.S. NO. 163931

8-24-95
DATE



BOUNDARY DESCRIPTION

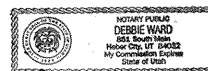
Beginning at a point on the northerly end line of the Emma mining claim North 77° 39' 13" West 251.53 feet from the Northeast corner of the Emma mining claim, said point is located North 4133.38 feet and East 2713.23 feet from the East Quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the northerly end of the Emma, the Emily No. 2, and the Hope No. 2 mining claims (Mineral Survey 3262) North 77° 39' 13" West 1375.42 feet more or less; thence along the westerly end line of the Gasoline Alley No. 6 mining claim (Mineral Survey 6992) North 28° 58' 00" West 222.56 feet more or less; thence along the southerly side line of the Emma mining claim (Mineral Survey 5490) North 59° 06' 00" East 465.36 feet more or less; thence along the southerly side line of the Bessie mining claim (Mineral Survey 5552) North 61° 01' 00" East 1500.00 feet more or less; thence along the easterly end line of the Bessie mining claim North 38° 40' 43" West 14.26 feet; thence along the Chatham Crossing Subdivision boundary (Recorded Instrument Number 179465 in the Office of the Summit County Recorder) the following four courses: 1) North 61° 10' 55" East (Pit North 61° 05' 56" East) 48.56 feet; thence 2) North 41° 14' 05" West (Pit North 41° 19' 02" West) 1317.38 feet; thence 3) South 89° 55' 03" East (Pit East) 595.29 feet; thence 4) North 0° 04' 57" East (Pit North) 785.35 feet; thence along the northerly side line of the Woodrow No. 1 mining claim (Mineral Survey 6792) North 60° 10' 00" East 509.54 feet more or less; thence along the northerly side line of the Woodrow No. 2 mining claim North 52° 55' 19" East 1501.54 feet; thence along the westerly end line of the Glegg No. 1 mining claim (Mineral Survey 6792) North 44° 04' 01" West 31.07 feet; thence along the northerly side line of the Glegg No. 1 mining claim North 75° 55' 00" East 1435.63 feet more or less; thence along the southerly end line of the Potosi mining claim (Mineral Survey 6192) North 78° 41' 14" East 40.19 feet; thence along easterly side line of the Potosi mining claim North 53° 33' 00" East 5.10 feet; thence along the northerly side line of the Glegg No. 1 mining claim North 75° 55' 00" East 21.29 feet more or less; thence along the easterly end line of the Glegg No. 1 mining claim South 41° 00' 00" East 158.14 feet more or less; thence along the west line of the east half of the southwest quarter of the southwest quarter of section 2 South 00° 29' 39" West 656.87 feet more or less; thence along the North line of Section 11 North 88° 47' 03" West 664.97 feet more or less to the Northwest corner of Section 11; thence South 0° 57' 03" West 714.42 feet; thence South 70° 48' 36" West 20.35 feet; thence South 89° 32' 18" West 124.80 feet; thence South 07° 11' 05" East 317.18 feet to a point on a 50.00 foot radius curve to the right, whose radius point bears South 04° 46' 56" East, thence along the arc of said curve 42.48 feet thru a central angle of 48° 40' 36" to a point on a 15.00 foot radius curve to the left, whose radius point bears North 43° 53' 40" East; thence along the arc of said curve 13.05 feet thru a central angle of 49° 51' 38" to a point on a 675.00 foot radius curve to the right, whose radius point bears South 05° 57' 58" East; thence along the arc of said curve 47.10 feet thru a central angle of 03° 59' 53"; thence South 0° 57' 03" West 1415.52 feet to a point on a 50.00 foot radius curve to the left, whose radius point bears North 89° 02' 57" West; thence along the arc of said curve 73.52 feet thru a central angle of 84° 14' 57"; thence North 10° 48' 33" West 34.02 feet; thence South 80° 37' 22" West 628.64 feet; thence North 16° 28' 35" West 238.32 feet; thence North 13° 36' 27" West 50.00 feet; thence South 76° 23' 33" West 64.47 feet to a point on a 290.15 foot radius curve to the left, whose radius point bears South 13° 36' 27" East; thence along the arc of said curve 48.67 feet thru a central angle 09° 36' 38"; thence North 31° 57' 40" West 225.19 feet; thence South 46° 41' 39" West 377.59 feet; thence South 07° 56' 32" East 319.08 feet; thence South 10° 24' 24" West 233.92 feet; thence South 41° 50' 49" West 137.01 feet; thence South 67° 45' 45" West 221.74 feet; thence South 14° 25' 20" East 246.82 feet; thence South 38° 35' 36" East 164.61 feet to the northeast corner of Phase 1, Parcel 1 of Royal Oaks Subdivision Phase 1 (Recorded Instrument No. 352414 in the office of the Summit County Recorder); thence along the north line of said Parcel 1 South 79° 34' 34" West (Pit South 79° 36' 44" West) 160.00 feet; thence along the north line of said Parcel 1 South 69° 24' 48" West (Pit South 69° 26' 58" West) 65.28 feet; thence along the Oaks at Deer Valley (Recorded Instrument No. 311418 in the office of the Summit County Recorder) boundary line South 68° 57' 50" West (Pit South 69° 00' 00" West) 59.25 feet; thence along the Oaks at Deer Valley boundary line South 48° 57' 50" West (Pit South 49° 00' 00" West) 500.00 feet; thence North 65° 36' 22" West 331.48 feet to a point on a 536.00 foot radius curve to the left, whose radius point bears South 69° 33' 01" East; thence along the arc of said curve 335.95 feet thru a central angle of 35° 44' 16"; thence South 06° 17' 17" East 477.78 feet to a point on a 125.00 foot radius curve to the left, whose radius point bears North 83° 42' 43" East; thence along the arc of said curve 18.63 feet thru a central angle of 08° 32' 16"; thence along the Oaks at Deer Valley boundary line South 81° 46' 37" West (Pit South 81° 48' 47" West) 50.24 feet to a point on a 175.00 foot radius curve to the right, whose radius point bears North 77° 03' 57" East; thence along the arc of said curve 20.30 feet thru a central angle of 06° 38' 46"; thence North 06° 17' 17" West 477.78 feet to a point on a 588.60 foot radius curve to the right, whose radius point bears North 83° 42' 43" East; thence along the arc of said curve 214.78 feet thru a central angle of 20° 54' 26"; thence North 68° 29' 02" West 229.73 feet; thence South 48° 04' 16" West 126.36 feet; thence South 11° 47' 28" West 170.03 feet to the point of beginning. Description contains 222.03 acres more or less. The Basis of Bearing for the above description is South 00° 30' 11" West between the East Quarter corner and the southeast corner of Section 16.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: That the undersigned is the owner of the herein described tract of land, having caused the same to be subdivided into lots, ROS parcels and public right-of-ways, together with easements as set forth on this Record of Survey Plat to be known hereafter as HIDDEN MEADOW SUBDIVISION, does hereby dedicate for the perpetual use of the public, all parcels of land as intended for public use and further consents to the recordation of this Record of Survey Plat in accordance with Utah Law. ALSO, the owner hereby dedicates to Snyderville Basin Sewer Improvement District, Park City Fire Protection District, and Summit County a non-exclusive easement over the utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use and eventual replacement. The owner, or his representative, hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks and required utilities and easements shown on the subdivision plat and construction plans in accordance with an irrevocable offer of dedication.

IN WITNESS WHEREOF, the undersigned set his hand this 24th day of August, 1995.

BLUE LEDGE CORPORATION
A Delaware Corporation
[Signature]
Mark Rothwell
Its President



STATE OF UTAH)
COUNTY OF SUMMIT)

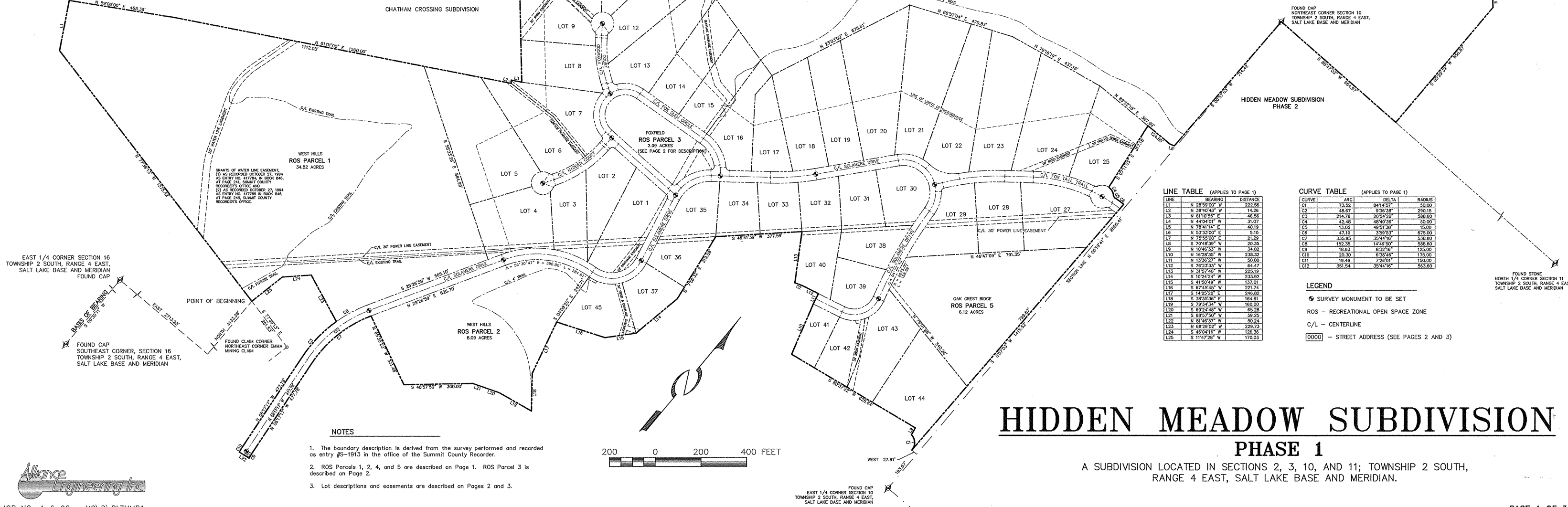
On the 24 day of August, 1995, Hank Rothwell, appeared before me and acknowledged that he is the President of Blue Ledge Corporation, A Delaware Corporation, and that he executed the same on behalf of the Corporation with proper authority.

[Signature]
Notary Public

Residing at: *[Signature]*
Commission Expires: May 30, 1999

TABLE B

LOT #	SQUARE FEET	MAXIMUM FLOOR AREA	MAXIMUM SITE DISTURBANCE
LOT 1	77,447 S.F.	8,500 S.F.	12,000 S.F.
LOT 2	54,540 S.F.	7,250 S.F.	10,000 S.F.
LOT 3	49,336 S.F.	7,250 S.F.	10,000 S.F.
LOT 4	81,380 S.F.	8,500 S.F.	12,000 S.F.
LOT 5	157,921 S.F.	10,000 S.F.	14,000 S.F.
LOT 6	74,821 S.F.	8,500 S.F.	12,000 S.F.
LOT 7	55,352 S.F.	7,250 S.F.	10,000 S.F.
LOT 8	64,921 S.F.	7,250 S.F.	10,000 S.F.
LOT 9	81,383 S.F.	8,500 S.F.	12,000 S.F.
LOT 10	281,972 S.F.	10,000 S.F.	16,000 S.F.
LOT 11	122,989 S.F.	10,000 S.F.	16,000 S.F.
LOT 12	80,190 S.F.	8,500 S.F.	12,000 S.F.
LOT 13	81,383 S.F.	7,250 S.F.	12,000 S.F.
LOT 14	76,228 S.F.	8,500 S.F.	12,000 S.F.
LOT 15	64,790 S.F.	7,250 S.F.	10,000 S.F.
LOT 16	58,077 S.F.	7,250 S.F.	10,000 S.F.
LOT 17	49,336 S.F.	7,250 S.F.	10,000 S.F.
LOT 18	74,275 S.F.	8,500 S.F.	12,000 S.F.
LOT 19	78,352 S.F.	8,500 S.F.	12,000 S.F.
LOT 20	130,330 S.F.	10,000 S.F.	14,000 S.F.
LOT 21	128,150 S.F.	10,000 S.F.	14,000 S.F.
LOT 22	98,309 S.F.	10,000 S.F.	14,000 S.F.
LOT 23	118,896 S.F.	10,000 S.F.	14,000 S.F.
LOT 24	125,517 S.F.	10,000 S.F.	14,000 S.F.
LOT 25	89,976 S.F.	8,500 S.F.	12,000 S.F.
LOT 26	186,994 S.F.	10,000 S.F.	16,000 S.F.
LOT 27	90,053 S.F.	10,000 S.F.	14,000 S.F.
LOT 28	130,330 S.F.	10,000 S.F.	14,000 S.F.
LOT 29	64,391 S.F.	7,250 S.F.	10,000 S.F.
LOT 30	46,547 S.F.	7,250 S.F.	10,000 S.F.
LOT 31	43,069 S.F.	6,000 S.F.	10,000 S.F.
LOT 32	39,189 S.F.	6,000 S.F.	10,000 S.F.
LOT 33	39,308 S.F.	6,000 S.F.	10,000 S.F.
LOT 34	41,301 S.F.	6,000 S.F.	10,000 S.F.
LOT 35	45,723 S.F.	7,250 S.F.	10,000 S.F.
LOT 36	37,772 S.F.	6,000 S.F.	10,000 S.F.
LOT 37	42,690 S.F.	6,000 S.F.	10,000 S.F.
LOT 38	42,063 S.F.	6,000 S.F.	10,000 S.F.
LOT 39	37,052 S.F.	6,000 S.F.	10,000 S.F.
LOT 40	44,468 S.F.	7,250 S.F.	10,000 S.F.
LOT 41	29,535 S.F.	6,000 S.F.	10,000 S.F.
LOT 42	39,381 S.F.	6,000 S.F.	10,000 S.F.
LOT 43	75,033 S.F.	8,500 S.F.	12,000 S.F.
LOT 44	98,348 S.F.	10,000 S.F.	14,000 S.F.
LOT 45	57,471 S.F.	7,250 S.F.	10,000 S.F.



LINE TABLE (APPLIES TO PAGE 1)

LINE	BEARING	DISTANCE
L1	N 28°59'00" W	222.56
L2	N 38°40'33" W	14.26
L3	N 61°10'55" E	46.56
L4	N 44°04'01" W	31.07
L5	N 78°41'14" E	40.19
L6	N 53°33'00" E	5.10
L7	N 75°55'00" E	21.29
L8	S 70°48'36" W	20.35
L9	N 10°48'33" W	34.02
L10	N 16°28'35" W	238.32
L11	N 13°36'27" W	50.00
L12	S 76°23'33" W	64.47
L13	N 31°57'40" W	225.19
L14	S 10°24'24" W	233.92
L15	S 41°50'49" W	137.01
L16	S 67°45'45" W	221.74
L17	S 14°25'20" E	246.82
L18	S 38°35'36" E	164.61
L19	S 79°34'34" W	160.00
L20	S 69°24'48" W	65.28
L21	S 68°57'50" W	59.25
L22	N 61°46'37" W	50.24
L23	N 68°29'02" W	229.73
L24	S 48°04'16" W	126.36
L25	S 11°47'28" W	170.03

CURVE TABLE (APPLIES TO PAGE 1)

CURVE	ARC	DELTA	RADIUS
C1	73.52	84°14'57"	50.00
C2	48.67	92°51'38"	20.35
C3	214.78	20°54'26"	588.60
C4	42.48	48°40'36"	50.00
C5	13.05	49°51'38"	15.00
C6	47.10	3°59'53"	675.00
C7	335.95	35°44'16"	536.00
C8	192.35	14°48'59"	588.60
C9	18.63	8°32'16"	125.00
C10	20.30	6°38'46"	175.00
C11	19.46	7°29'01"	150.00
C12	351.54	35°44'16"	563.60

LEGEND

- ☉ SURVEY MONUMENT TO BE SET
- ROS - RECREATIONAL OPEN SPACE ZONE
- C/L - CENTERLINE
- 00000 - STREET ADDRESS (SEE PAGES 2 AND 3)

HIDDEN MEADOW SUBDIVISION PHASE 1

A SUBDIVISION LOCATED IN SECTIONS 2, 3, 10, AND 11; TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.



JOB NO. 4-6-92 VCD,PLTHMP1

ALLIANCE ENGINEERING INC.
P.O. BOX 2664
323 MAIN STREET
PARK CITY, UTAH 84060
(801) 649-9467

SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS 30th DAY OF August, 1995 A.D.
BY *James R. Baird*
S.B.S.I.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 30th DAY OF August, 1995 A.D.
BY *[Signature]*
CHAIRMAN

ENGINEERS CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 30th DAY OF August, 1995 A.D.
BY *Brian W. Oetken*
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 1st DAY OF September, 1995 A.D.
BY *Maeda H.*
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 31st DAY OF August, 1995 A.D.
BY *Julia L. Sheldon*
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 31st DAY OF September, 1995 A.D.
BY *[Signature]*
MAYOR

RECORDED
436442
STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF COALITION TITLE CO.
DATE 9-1-95 TIME 17:00 PM BOOK PAGE
FEE 139.⁰⁰ RECORDER *Alan Spriggs*

LOT #	SQUARE FEET	MAXIMUM FLOOR AREA	MAXIMUM SITE DISTURBANCE
-------	-------------	--------------------	--------------------------

LOT 1	77,447 S.F.	8,500 S.F.	12,000 S.F.
LOT 2	54,540 S.F.	7,250 S.F.	10,000 S.F.
LOT 3	49,336 S.F.	7,250 S.F.	10,000 S.F.
LOT 4	81,580 S.F.	8,500 S.F.	12,000 S.F.
LOT 5	157,934 S.F.	10,000 S.F.	14,000 S.F.
LOT 6	74,821 S.F.	8,500 S.F.	12,000 S.F.
LOT 7	55,352 S.F.	7,250 S.F.	10,000 S.F.
LOT 8	64,949 S.F.	7,250 S.F.	10,000 S.F.
LOT 9	81,003 S.F.	8,500 S.F.	12,000 S.F.
LOT 10	281,972 S.F.	10,000 S.F.	16,000 S.F.
LOT 11	122,998 S.F.	10,000 S.F.	16,000 S.F.
LOT 12	81,580 S.F.	8,500 S.F.	12,000 S.F.
LOT 13	81,338 S.F.	8,500 S.F.	12,000 S.F.
LOT 14	76,228 S.F.	8,500 S.F.	12,000 S.F.
LOT 15	64,790 S.F.	7,250 S.F.	10,000 S.F.
LOT 16	58,477 S.F.	7,250 S.F.	10,000 S.F.
LOT 17	49,379 S.F.	7,250 S.F.	10,000 S.F.
LOT 18	74,275 S.F.	8,500 S.F.	12,000 S.F.
LOT 19	78,352 S.F.	8,500 S.F.	12,000 S.F.
LOT 20	133,320 S.F.	10,000 S.F.	14,000 S.F.
LOT 21	128,150 S.F.	10,000 S.F.	14,000 S.F.
LOT 22	98,399 S.F.	10,000 S.F.	14,000 S.F.
LOT 23	118,896 S.F.	10,000 S.F.	14,000 S.F.
LOT 24	136,818 S.F.	10,000 S.F.	14,000 S.F.
LOT 25	20,976 S.F.	8,500 S.F.	12,000 S.F.
LOT 26	186,994 S.F.	10,000 S.F.	16,000 S.F.
LOT 27	90,053 S.F.	10,000 S.F.	14,000 S.F.
LOT 28	61,818 S.F.	7,250 S.F.	10,000 S.F.
LOT 29	64,351 S.F.	7,250 S.F.	10,000 S.F.
LOT 30	48,547 S.F.	7,250 S.F.	10,000 S.F.
LOT 31	43,089 S.F.	6,000 S.F.	10,000 S.F.
LOT 32	37,228 S.F.	6,000 S.F.	10,000 S.F.
LOT 33	39,308 S.F.	6,000 S.F.	10,000 S.F.
LOT 34	41,301 S.F.	6,000 S.F.	10,000 S.F.
LOT 35	45,723 S.F.	7,250 S.F.	10,000 S.F.
LOT 36	37,228 S.F.	6,000 S.F.	10,000 S.F.
LOT 37	42,690 S.F.	6,000 S.F.	10,000 S.F.
LOT 38	42,063 S.F.	6,000 S.F.	10,000 S.F.
LOT 39	37,052 S.F.	6,000 S.F.	10,000 S.F.
LOT 40	37,228 S.F.	6,000 S.F.	10,000 S.F.
LOT 41	29,535 S.F.	6,000 S.F.	10,000 S.F.
LOT 42	39,381 S.F.	6,000 S.F.	10,000 S.F.
LOT 43	37,228 S.F.	6,000 S.F.	12,000 S.F.
LOT 44	98,348 S.F.	10,000 S.F.	12,000 S.F.
LOT 45	57,471 S.F.	7,250 S.F.	10,000 S.F.

LINE	DIRECTION	DISTANCE
T1	S 29°24'18" E	59.39'
T2	S 07°07'44" E	12.55'
T3	N 87°26'28" W	28.64'
T4	N 15°59'28" E	21.63'
T5	N 54°33'46" E	1.99'
T6	N 48°53'13" W	0.66'
T7	N 70°05'29" W	31.67'
T8	N 61°19'41" E	21.32'
T9	N 34°40'44" E	24.96'
T10	N 07°55'11" W	26.28'
T11	N 34°55'33" W	32.59'
T12	N 42°49'42" W	54.18'
T13	N 07°52'41" W	19.81'
T14	N 16°39'15" E	43.00'
T15	N 30°06'56" E	37.33'
T16	N 04°27'31" E	44.84'

LINE	DIRECTION	DISTANCE
T1	S 29°24'18" E	59.39'
T2	S 07°07'44" E	12.55'
T3	N 87°26'28" W	28.64'
T4	N 15°59'28" E	21.63'
T5	N 54°33'46" E	1.99'
T6	N 48°53'13" W	0.66'
T7	N 70°05'29" W	31.67'
T8	N 61°19'41" E	21.32'
T9	N 34°40'44" E	24.96'
T10	N 07°55'11" W	26.28'
T11	N 34°55'33" W	32.59'
T12	N 42°49'42" W	54.18'
T13	N 07°52'41" W	19.81'
T14	N 16°39'15" E	43.00'
T15	N 30°06'56" E	37.33'
T16	N 04°27'31" E	44.84'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 302°09'31" E	15.00
L2	S 88°31'31" E	42.67
L3	S 2°03'31" W	21.64
L4	N 88°31'31" W	23.43
L5	S 38°02'08" E	51.33
L6	S 88°31'31" E	42.67
L7	S 87°57'31" E	50.56
L8	S 88°31'31" E	42.67
L10	N 5°03'31" E	26.14
L11	N 2°23'31" E	24.06
L12	N 2°23'31" E	24.06
L13	S 5°03'31" E	12.19
L14	N 2°23'31" E	24.06
L15	S 2°23'31" E	12.19
L17	S 2°23'31" E	39.83
L18	N 5°03'31" E	40.00
L19	N 5°03'31" E	38.53
L20	N 5°03'31" E	38.53
L21	N 5°03'31" E	38.53
L22	N 2°23'31" E	12.19
L23	S 2°23'31" E	12.19
L24	S 2°23'31" E	12.19
L25	S 2°23'31" E	12.19
L26	S 38°02'08" E	51.33
L27	S 88°31'31" E	42.67
L28	S 87°57'31" E	50.56
L29	N 88°31'31" E	23.43
L30	N 5°03'31" E	26.14
L31	S 5°03'31" E	12.19
L32	N 5°03'31" E	26.14
L33	N 4°02'45" E	61.47
L34	N 4°02'45" E	61.47
L35	N 2°23'31" E	24.06
L36	N 2°23'31" E	24.06
L37	N 2°23'31" E	24.06
L38	N 2°23'31" E	24.06
L39	N 2°23'31" E	24.06
L40	N 2°23'31" E	24.06
L41	N 2°23'31" E	24.06
L42	S 5°04'07" E	55.46
L43	S 5°04'07" E	55.46
L44	S 5°04'07" E	55.46
L45	N 7°02'33" E	59.98
L46	S 4°02'45" E	104.99
L47	S 4°02'45" E	104.99

CURVE	TABLE	ARC	SECTOR	RADIUS
C01	23.65	106°45'38"	173.70	50.00
C02	13.67	45°05'38"	173.70	50.00
C03	6.49	22°20'	173.70	50.00
C04	22.20	112°24'31"	113.00	113.00
C05	38.88	19°45'38"	113.00	113.00
C06	20.30	50°20'38"	113.00	113.00
C07	38.88	49°20'38"	173.70	173.70
C08	20.30	8°43'50"	113.00	113.00
C09	38.88	1°54'38"	531.08	531.08
C10	38.88	1°54'38"	531.08	531.08
C11	11.88	3°33'05"	176.21	176.21
C12	38.88	3°33'05"	176.21	176.21
C13	144.89	47°06'44"	176.21	176.21
C14	1.92	6°37'27"	176.21	176.21
C15	15.37	14°02'33"	176.21	176.21
C16	63.73	33°02'19"	146.00	146.00
C17	90.00	36°56'49"	146.00	146.00
C18	27.39	37°09'47"	117.70	117.70
C19	53.28	43°09'46"	117.70	117.70
C20	53.80	42°31'54"	850.00	850.00
C21	25.18	7°41'58"	850.00	850.00
C22	25.49	20°22'42"	446.00	446.00
C23	43.38	18°02'00"	446.00	446.00
C24	13.38	7°02'00"	446.00	446.00
C25	23.38	6°07'18"	558.08	558.08
C26	128.88	13°04'44"	558.08	558.08
C27	140.00	15°21'44"	558.08	558.08
C28	13.09	42°50'30"	40.00	40.00
C29	13.04	42°50'30"	40.00	40.00
C30	89.45	113°57'51"	50.00	50.00
C31	84.49	86°49'18"	50.00	50.00
C32	83.83	40°43'17"	50.00	50.00
C33	14.44	54°22'33"	50.00	50.00
C34	14.44	14°22'33"	506.08	506.08
C35	25.35	7°29'46"	506.08	506.08
C36	15.98	8°13'52"	15.00	15.00
C37	21.97	81°07'47"	15.00	15.00
C38	20.90	17°40'31"	50.01	50.01
C39	37.63	37°05'56"	50.21	50.21
C40	11.63	50°40'31"	50.00	50.00
C41	64.05	73°52'40"	50.00	50.00
C42	85.51	50°07'37"	50.00	50.00
C43	14.44	10°07'37"	50.21	50.21
C44	88.81	99°07'46"	50.00	50.00
C45	13.62	50°01'12"	15.00	15.00
C46	14.44	12°38'17"	50.21	50.21
C47	72.70	83°52'31"	50.21	50.21
C48	22.39	87°46'38"	15.00	15.00
C49	14.44	12°38'17"	158.00	158.00
C50	96.79	53°32'31"	99.68	99.68
C51	97.60	6°38'24"	99.68	99.68
C52	14.44	6°38'24"	15.00	15.00
C53	44.66	47°11'07"	176.00	176.00
C54	15.31	53°32'31"	176.00	176.00
C55	116.42	40°23'37"	185.00	185.00
C56	38.34	12°39'18"	185.00	185.00
C57	101.88	12°39'18"	1000.33	1000.33
C58	158.86	15°23'58"	1004.33	1004.33
C59	157.47	83°57'00"	875.00	875.00
C60	158.86	10°09'49"	875.00	875.00
C61	83.05	59°49'38"	15.00	15.00
C62	13.05	49°49'38"	50.00	50.00
C63	13.05	49°49'38"	50.00	50.00
C64	13.05	49°49'38"	15.00	15.00
C65	13.05	49°49'38"	875.00	875.00
C66	14.44	29°46'02"	15.00	15.00
C67	14.24	54°23'20"	15.00	15.00
C68	13.79	87°27'04"	15.00	15.00
C69	14.24	54°23'20"	15.00	15.00
C70	132.14	73°28'18"	1000.33	1000.33
C71	743.03	14°23'31"	1000.33	1000.33
C72	20.30	77°09'31"	14.23	14.23

SURVEY MONUMENT TO BE SET
 ROS - RECREATIONAL OPEN SPACE ZONE
 C/L - CENTERLINE
 0000 - STREET ADDRESS

4. A Declaration of Covenants, Conditions and Restrictions is recorded concurrently herewith. All developments within the Hidden Meadow Subdivision is subject to said Declaration and the Land Management Ordinance of Park City Municipal Corporation. All final Conditions of Approval and all Decisions of 195, 1993 are in full force and effect. All Conditions of the Annexation Agreement dated March 5, 1995 are in full force and effect.
5. Unless noted otherwise by definition of rear limits of disturbance the minimum required setback from property lines shall be 25 feet for 20 foot side, and a 15 foot rear setback. On Lots 4 through 25 the rear setback will be computed from the limits of disturbance line. A 30 foot setback will be required for the rear setback of the remaining lots.
6. The Declaration of Covenants, Conditions, and Restrictions created an "Architectural Committee". No improvements of any kind, including without limitation the construction of any dwelling unit, barn, garage, porch, deck, driveway, swimming pool, tennis court, swimming pool, or other her surface area in excess of 100 square feet, swimming pools, outdoor hot tubs or spas, fences, walls, curbs, rock, flag, stepping, retaining, sidewalks or arbors, solar panels or any other permanent structure, or any other improvements, shall be constructed or installed in the Subdivision without written approval of the Hidden Meadow "Architectural Committee".
7. The maximum floor area of homes constructed on Hidden Meadow lots shall be governed by the table shown hereinafter. Additionally, this table shall not be used as a guide to be disturbed during construction of home and yard improvements. This area of disturbance is exclusive of the area of any dwelling unit, swimming pool, tennis court, or any other improvements and must be reviewed and approved by the Park City Community Development Department and the Hidden Meadow Architectural Committee.
8. Driveway access from the public way to the Building Zone must be specifically approved by the Hidden Meadow Architectural Committee. Each Lot Owner shall be responsible for obtaining the driveway/drain/curb intersection to comply with applicable Park City Municipal Corporation specifications.
9. Unless noted otherwise a 10 foot wide non-exclusive public utility and snow storage easement is hereby dedicated along all front Lot lines. A five foot wide drainage easement is hereby dedicated along all Lot lines.
10. The Limits of Disturbance line shown on Lots 4 through 25 indicates a non-disturbance zone within the lot which expressly prohibits the construction of pools, tennis courts, or any other structures or facilities.
11. Park City ordinances in effect at the time of approval of Hidden Meadow Subdivision require payment of a fee for the construction of a new building permit. Issuance of a building permit requires that Park City does not snow plow until such time as 50% of the lots have legally occupied single family dwellings.
12. The Owners of downed trees may encounter difficulty in designing a home with privacy fence to the sanitary sewer laterals. Owners of such lots at their sole expense, will be required to install private individual ejector systems. Lot 25 will require an ejector system.
13. The Lot Owner shall identify and maintain historic drainage channels (if any) in conjunction with the construction.
14. The maximum Floor Area for Dwellings in the Subdivision, including the area of any Accessory Dwelling Unit, is set forth in the Declaration of Covenants, Conditions, and Restrictions and on the table herein.
15. The City requires that a modified type 150 fire sprinkler system on per Park City's Modifications be installed on all homes constructed in the Hidden Meadow Subdivision.

13. Plot owner's constructing dwellings with any portion of the structure greater than 150 feet from the lot line may be required by the City to install and connect a dry stand pipe from the edge of the public right-of-way to the fire alarm system within the dwelling. The City may be authorized to conform to the Park City's "Modified 130" fire protection standards including, but not limited to interior and exterior sprinkler heads, and a fire retardant roof.
14. The 20 foot wide back lot public sewer easement shown on Lots 24 and 25 provides Snyderline Basin access to the City's sewer system within the dwelling. The City may be authorized to require any reasonable route of access for the purpose of maintenance, operation, repair, or eventual replacement of the sewer system.
15. Trawl easements are provided for the trawls as delineated on sheets 1 of 3 in the Recreation Open Space Areas.
16. Special Restrictions on Some Lots. As a condition of approval by the city, additional restrictions have been imposed on some of the lots:
 - (a) On Lots 4, 5, 9, 10, and 11, no more than 30 % of the gross floor area, exclusive of the garage and detached structures, of the ground level story shall be defined as finished grade. The maximum finished grade shall be 25 feet from the midpoint of the roof and 28 feet to the ridge line. Measurement standards are defined in the Park City Land Management Code.
 - (b) On Lots 10 and 11, the front yard setback will not exceed 100 feet from the front lot line.
17. The 30' power line easement shown on the plot contains a power line which is overhead at the time of plat recording and is not intended to be removed.
18. The Fox Trail and Salsmore Drive are intended to become a heavily traveled collector road, provided lands to the East are duly annexed.
19. No building permits will be issued until roads are paved.

LINE	DIRECTION	DISTANCE
EL1	S 76°24.45 E	17.33
EL2	N 80°01.72 E	15.00
EL3	S 12°58.20 W	10.32
EL4	S 77°03.40 W	4.12
EL5	N 04°08.20 W	12.63
EL6	N 12°29.22 W	0.67
EL7	N 40°59.00 W	75.84
EL8	N 43°41.67 W	16.73
EL9	S 85°23.26 W	43.83
EL10	S 80°37.22 W	29.75
EL11	S 80°37.22 W	12.41
EL12	S 62°06.37 W	18.47
EL13	S 48°58.05 W	12.51
EL14	N 48°41.68 E	4.37
EL15	N 05°07.93 E	8.12
EL16	S 88°00.50 W	8.26
EL17	N 58°12.26 W	35.63
EL18	S 76°24.45 E	25.33
EL19	S 61°01.00 W	21.58
EL20	N 38°06.43 E	12.51
EL21	N 48°41.68 E	39.84
EL22	N 41°14.05 E	0.67
EL23	S 70°00.00 W	12.51

LINE	DIRECTION	DISTANCE
EL1	S 76°24.45 E	17.33
EL2	N 80°01.72 E	15.00
EL3	S 12°58.20 W	10.32
EL4	S 77°03.40 W	4.12
EL5	N 04°08.20 W	12.63
EL6	N 12°29.22 W	0.67
EL7	N 40°59.00 W	70.54
EL8	N 43°41.67 W	15.73
EL9	S 85°23.26 W	43.83
EL10	S 80°37.22 W	29.75
EL11	S 80°37.22 W	12.41
EL12	S 62°06.37 W	18.47
EL13	S 48°58.05 W	12.51
EL14	N 48°41.68 E	4.74
EL15	N 05°07.93 E	8.12
EL16	S 88°00.50 W	8.26
EL17	N 58°12.66 W	35.63
EL18	S 76°24.45 E	25.33
EL19	S 61°01.00 W	21.58
EL20	N 38°06.43 W	12.51
EL21	N 48°41.68 E	39.84
EL22	N 41°14.05 W	0.67
EL23	S 70°00.00 W	12.51

CURVE	RADIUS	LENGTH	DELTA
EC1	50.00	20.99	24'02.51"
EC2	199.70	10.50	0'45.90"
EC3	15.00	20.81	78'42.31"
EC4	201.21	41.26	11'45.00"
EC5	15.00	21.31	81'23.26"
EC6	100.00	48.42	23'55.55"
EC7	170.00	12.54	12'54.49"
EC8	170.00	30.18	10'10.14"
EC9	142.73	24.30	0'49.51"
EC10	142.73	17.44	0'30.00"
EC11	142.73	17.93	0'71.14"
EC12	506.08	10.00	0'10.57"
EC13	506.08	10.01	0'10.58"
EC14	506.08	10.11	15'02.00"
EC15	50.00	15.27	1'21.26"

CURVE	RADIUS	LENGTH	DELTA
EC1	50.00	20.99	24'02.51"
EC2	198.70	10.50	04'16.50"
EC3	15.00	20.81	78'42.31"
EC4	201.21	41.26	11'45.00"
EC5	15.00	21.31	81'23.26"
EC6	100.00	48.42	23'55.55"
EC7	170.00	12.54	02'54.49"
EC8	170.00	30.18	10'10.14"
EC9	142.73	24.30	09'45.13"
EC10	142.73	17.44	07'00.00"
EC11	142.73	17.93	07'11.46"
EC12	506.08	10.00	01'07.58"
EC13	506.08	10.01	01'07.58"
EC14	506.08	10.11	15'02.00"
EC15	50.00	15.27	17'12.36"

A SUBDIVISION LOCATED IN SECTIONS 10 AND SECTION 11, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

RECORDED

434642

STATE OF UTAH COUNTY OF SUMMIT AND FILED

AT THE REQUEST OF COALITION TITLE CO.

E 9-1-95 TIME 17:00 PM BOOK PAGE

139.00

Alam Springs

LEE RECORDER

309

HIDDEN MEADOW



TABLE B

LOT #	SQUARE FEET	MAXIMUM FLOOR AREA	MAXIMUM SITE DISTURBANCE
LOT 1	77,447 S.F.	8,500 S.F.	12,000 S.F.
LOT 2	54,540 S.F.	7,250 S.F.	10,000 S.F.
LOT 3	49,336 S.F.	7,250 S.F.	10,000 S.F.
LOT 4	81,380 S.F.	8,500 S.F.	12,000 S.F.
LOT 5	157,921 S.F.	10,000 S.F.	14,000 S.F.
LOT 6	74,821 S.F.	8,500 S.F.	12,000 S.F.
LOT 7	55,352 S.F.	7,250 S.F.	10,000 S.F.
LOT 8	64,921 S.F.	7,250 S.F.	10,000 S.F.
LOT 9	81,303 S.F.	8,500 S.F.	12,000 S.F.
LOT 10	281,972 S.F.	10,000 S.F.	16,000 S.F.
LOT 11	122,989 S.F.	10,000 S.F.	16,000 S.F.
LOT 12	80,190 S.F.	8,500 S.F.	12,000 S.F.
LOT 13	81,338 S.F.	8,500 S.F.	12,000 S.F.
LOT 14	76,228 S.F.	8,500 S.F.	12,000 S.F.
LOT 15	64,790 S.F.	7,250 S.F.	10,000 S.F.
LOT 16	58,077 S.F.	7,250 S.F.	10,000 S.F.
LOT 17	49,379 S.F.	7,250 S.F.	10,000 S.F.
LOT 18	74,275 S.F.	8,500 S.F.	12,000 S.F.
LOT 19	76,392 S.F.	8,500 S.F.	12,000 S.F.
LOT 20	130,330 S.F.	10,000 S.F.	14,000 S.F.
LOT 21	128,150 S.F.	10,000 S.F.	14,000 S.F.
LOT 22	98,309 S.F.	10,000 S.F.	14,000 S.F.
LOT 23	118,896 S.F.	10,000 S.F.	14,000 S.F.
LOT 24	125,517 S.F.	10,000 S.F.	14,000 S.F.
LOT 25	80,976 S.F.	8,500 S.F.	12,000 S.F.
LOT 26	186,984 S.F.	10,000 S.F.	16,000 S.F.
LOT 27	90,053 S.F.	10,000 S.F.	14,000 S.F.
LOT 28	60,918 S.F.	7,250 S.F.	10,000 S.F.
LOT 29	64,391 S.F.	7,250 S.F.	10,000 S.F.
LOT 30	48,547 S.F.	6,000 S.F.	10,000 S.F.
LOT 31	43,069 S.F.	6,000 S.F.	10,000 S.F.
LOT 32	39,189 S.F.	6,000 S.F.	10,000 S.F.
LOT 33	39,308 S.F.	6,000 S.F.	10,000 S.F.
LOT 34	41,301 S.F.	6,000 S.F.	10,000 S.F.
LOT 35	45,723 S.F.	7,250 S.F.	10,000 S.F.
LOT 36	37,722 S.F.	6,000 S.F.	10,000 S.F.
LOT 37	42,690 S.F.	6,000 S.F.	10,000 S.F.
LOT 38	42,063 S.F.	6,000 S.F.	10,000 S.F.
LOT 39	37,052 S.F.	6,000 S.F.	10,000 S.F.
LOT 40	44,458 S.F.	7,250 S.F.	10,000 S.F.
LOT 41	29,535 S.F.	6,000 S.F.	10,000 S.F.
LOT 42	39,381 S.F.	6,000 S.F.	10,000 S.F.
LOT 43	75,089 S.F.	8,500 S.F.	12,000 S.F.
LOT 44	98,348 S.F.	10,000 S.F.	14,000 S.F.
LOT 45	57,471 S.F.	7,250 S.F.	10,000 S.F.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 38°09'00" E	13.00
L2	S 88°19'31" W	43.67
L3	N 88°19'31" W	21.64
L4	N 88°19'31" W	39.51
L5	N 88°19'31" W	22.43
L6	S 36°02'08" E	61.23
L7	S 36°02'08" E	11.53
L8	S 73°32'21" E	5.06
L9	S 73°32'21" E	45.14
L10	N 57°32'21" W	26.14
L11	N 57°32'21" W	24.98
L12	N 57°32'21" E	23.88
L13	N 22°21'13" E	12.19
L14	N 22°21'13" E	39.43
L15	S 22°21'13" W	29.51
L16	S 22°21'13" W	13.11
L17	N 12°17'11" W	19.83
L18	N 81°09'51" E	40.00
L19	N 81°09'51" E	26.53
L20	N 81°09'51" E	35.50
L21	N 81°09'51" E	124.46
L22	N 81°09'51" E	61.81
L23	N 81°09'51" W	126.38
L24	S 22°21'13" W	12.11
L25	N 22°21'13" E	12.19
L26	N 57°32'21" W	24.09
L27	N 57°32'21" E	11.53
L28	S 36°02'08" E	11.53
L29	S 73°32'21" E	5.06
L30	N 81°09'51" E	39.43
L31	N 81°09'51" E	61.81
L32	N 81°09'51" E	126.38
L33	N 81°09'51" E	124.46
L34	N 81°09'51" E	124.46
L35	N 81°09'51" E	124.46
L36	N 81°09'51" E	124.46
L37	N 81°09'51" E	124.46
L38	N 81°09'51" E	124.46
L39	N 81°09'51" E	124.46
L40	N 81°09'51" E	124.46
L41	N 81°09'51" E	124.46
L42	N 81°09'51" E	124.46
L43	N 81°09'51" E	124.46
L44	N 81°09'51" E	124.46
L45	N 81°09'51" E	124.46

CURVE TABLE

CURVE	ARC	DELTA	RADIUS
C1	39.65	10°46'16"	173.79
C2	138.07	43°30'18"	173.79
C3	13.37	6°48'37"	113.00
C4	167.73	89°02'46"	113.00
C5	22.80	11°24'34"	113.00
C6	28.96	19°45'58"	113.00
C7	99.30	56°29'56"	113.00
C8	151.36	49°53'09"	113.00
C9	29.37	6°43'09"	173.79
C10	36.01	2°14'16"	503.06
C11	29.91	2°54'07"	503.06
C12	11.26	2°38'44"	176.21
C13	38.60	12°33'58"	176.21
C14	144.89	47°08'17"	176.21
C15	1.92	0°37'37"	176.21
C16	80.73	33°03'39"	140.00
C17	31.37	12°59'23"	140.00
C18	90.28	36°56'49"	140.00
C19	52.80	13°04'48"	650.00
C20	52.80	43°04'48"	650.00
C21	40.92	2°36'55"	650.00
C22	166.49	29°22'47"	440.00
C23	43.36	5°38'58"	440.00
C24	41.91	7°03'07"	15.00
C25	23.38	8°17'46"	15.00
C26	128.88	13°18'44"	558.06
C27	149.10	10°27'44"	558.06
C28	13.07	49°55'06"	15.00
C29	23.34	27°29'52"	50.00
C30	89.48	11°02'13"	50.00
C31	64.49	96°46'16"	50.00
C32	39.83	42°45'15"	50.00
C33	14.24	5°22'33"	15.00
C34	164.67	18°36'36"	506.06
C35	85.35	5°38'46"	506.06
C36	137.87	8°24'07"	15.00
C37	15.98	61°03'12"	15.00
C38	170.51	17°40'12"	301.51
C39	37.93	8°17'46"	15.00
C40	13.82	5°01'12"	15.00
C41	44.05	7°23'40"	50.00
C42	51.86	59°27'07"	50.00
C43	45.44	52°03'33"	50.00
C44	85.35	89°02'46"	50.00
C45	13.82	52°01'12"	15.00
C46	110.56	12°38'18"	501.51
C47	77.79	7°27'07"	501.51
C48	22.98	87°46'18"	15.00
C49	121.27	50°29'56"	150.00
C50	96.79	2°39'33"	991.68
C51	97.66	5°38'14"	991.68
C52	188.77	83°57'52"	151.75
C53	140.06	47°11'05"	170.00
C54	151.51	51°03'52"	170.00
C55	116.33	42°23'27"	165.00
C56	36.44	12°39'18"	165.00
C57	44.88	02°29'50"	1504.33
C58	159.66	63°37'06"	1504.33
C59	157.47	12°22'00"	675.00
C60	118.94	10°05'46"	675.00
C61	13.05	49°51'06"	15.00
C62	52.30	59°48'48"	30.00
C63	42.48	48°40'36"	30.00
C64	13.05	49°51'06"	15.00
C65	47.10	35°53'33"	675.00
C66	39.02	42°29'56"	675.00
C67	11.24	5°22'33"	15.00
C68	86.79	96°27'04"	50.00
C69	14.24	5°22'33"	15.00
C70	130.14	7°31'18"	1004.33
C71	130.86	7°49'33"	1004.33
C72	30.20	7°18'37"	15.00
C73	106.40	36°56'49"	185.00
C74	159.58	42°27'43"	2075.00
C75	56.82	13°09'00"	2075.00
C76	115.19	46°14'35"	142.73
C77	114.39	45°53'10"	142.73
C78	149.16	81°08'43"	82.73
C79	129.31	32°27'35"	2125.00
C80	81.31	2°39'58"	2125.00
C81	82.79	43°31'14"	1041.68
C82	121.47	84°03'53"	1041.68
C83	33.93	87°46'18"	15.00
C84	165.45	47°08'17"	201.51
C85	28.22	10°05'46"	15.00
C86	119.65	42°57'16"	143.79
C87	43.83	41°26'06"	625.00
C88	21.80	82°16'50"	15.00
C89	75.77	4°17'02"	1009.33
C90	286.18	23°27'48"	650.00
C91	44.05	33°33'04"	650.00
C92	262.32	28°18'52"	51.68
C93	73.52	84°14'57"	50.00
C94	45.67	5°38'58"	201.51

NOTE:
NO CONSTRUCTION SHALL OCCUR ON ADJOINING PROPERTY UNTIL HIDDEN MEADOW PHASE 2 SUBDIVISION PLAT IS RECORDED.

EASEMENT CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
EC1	50.00	20.39	24°02'31"
EC2	150.00	15.00	24°19'31"
EC3	15.00	20.61	78°42'31"
EC4	201.21	41.28	114°53'00"
EC5	15.00	21.31	81°23'29"
EC6	120.00	49.42	23°35'55"
EC7	70.00	38.27	12°53'49"
EC8	170.00	30.18	10°10'14"
EC9	142.73	24.30	09°45'13"
EC10	142.73	14.44	07°00'01"
EC11	142.73	17.93	07°11'46"
EC12	506.06	10.00	01°07'26"
EC13	101.01	01.07	01°07'26"
EC14	403.72	107.11	15°12'01"
EC15	50.00	15.27	17°29'36"

GENERAL NOTES:

- A Declaration of Covenants, Conditions and Restrictions is recorded concurrently herewith. All development within the Hidden Meadow Subdivision is subject to said Declaration and the Land Management Code of Park City Municipal Corporation. All Final Conditions of Approval as rolled on December 15, 1993 are in full force and effect. All Conditions of the Amended Agreement dated March 5, 1995 also are in effect.
- Unless noted otherwise by delineation of a rear limits of disturbance line the minimum required setbacks from property lines shall be 25 foot front, 20 foot side, and a 15 foot rear, except on Lots 4 through 25 where the rear setback will be computed from the limits of disturbance line. A 30 foot setback from the Center Line of the existing power line is required on the affected lots.
- The Declaration of Covenants, Conditions, and Restrictions create an "Architectural Committee". No improvements of any kind, including without limitation the construction of any dwelling unit, barn, garage, out building, or addition to any of them; or any parking area, driveway, tennis court, walkway, or other hard surfaced area in excess of 100 square feet, swimming pools, outdoor hot tubs or spas, fences, walls, curbs, flag poles, trampolines, satellite dishes or antennas, solar panels or any other permanent structure may be constructed, erected, or installed in the Subdivision without written approval of the Hidden Meadow Architectural Committee.
- The maximum floor area of homes constructed on Hidden Meadow lots shall be governed by the table shown herein. Additionally, this table establishes the maximum allowable area to be disturbed during construction of home and yard improvements. This area of disturbance is exclusive of the driveway improvements. Any deviations from maximum site disturbance allowed for each lot may and must be reviewed and approved by the Park City Community Development Department and the Hidden Meadow Architectural Committee.
- Driveway access from the public way to the Building Zone must be specifically approved by the Hidden Meadow Architectural Committee. Each Lot Owner, at his/her sole expense shall construct the driveway/sidewalk/curb intersection to comply with applicable Park City Municipal Corporation Specifications.
- Unless noted otherwise a 10 foot wide non-exclusive public utility and snow storage easement is hereby dedicated along all front lot lines. A five foot wide drainage easement is hereby dedicated along all side lot lines.
- The Limits of Disturbance Line shown on Lots 4 through 25 indicates a non-disturbance zone within the Lot which expressly prohibits the construction of pools, tennis courts, gazebos, or any other structures or facilities.
- Park City ordinances in effect at the time of approval of Hidden Meadow Subdivision require payment of substantial water development and water connection fees at the time of building permit issuance. Park City does not allow snow until such time as 50% of the lots have legally occupied single family dwellings. The total cost of snow removal until that time is substantial.
- Owners of downhill Lots may encounter difficulty in designing a home with gravity flow to the sanitary sewer laterals. Owners of such Lots at their sole expense, will be required to install private individual ejector systems. Lot 25 will require an ejector system.
- The Lot owner shall identify and maintain historic drainage channels (if any) in conjunction with construction on the property.
- The maximum Floor Area for Dwellings in the Subdivision, including the area of any Accessory Dwelling Unit, is set forth in the Declaration of Covenants, Conditions, and Restrictions and on the table herein.
- The City requires that a modified type 130 fire sprinkler system as per Park City's Modifications be installed in all residences constructed in the Hidden Meadow Subdivision.
- Lot owner's constructing dwellings with any portion of the structure greater than 150 feet from the public way may be required by the City to install and connect a dry stand pipe from the edge of the public roadway to the fire sprinkler system within the dwelling. The residences shall be constructed to conform to the Park City's "Modified 130" fire protection standards including, but not limited to interior and exterior sprinkler heads, and a fire retardant roof.
- The 20 foot wide back lot public sewer easement shown on Lots 24 and 25 provides Snyderville Basin Sewer Improvement District with a right-of-access to said back lot sewer including ingress or egress along any reasonable route of access for the purpose of maintenance, operation, repair, or eventual replacement.
- Trail easements are provided for the trails as delineated on sheets 1 of 3 in the Recreation Open Space Areas.
- Special Restrictions on Some Lots. As a condition of approval by the city, additional restrictions have been imposed on some of the lots:
 - (a) On Lots 4, 5, 9, 10, and 11, no more than 35 % of the gross floor area, exclusive of the garage, will be above the ground level story. The ground level story shall be defined as finished grade. The maximum Dwelling Height will be 25 feet to the midpoint of the roof and 28 feet to the ridge line. Measurement standards are defined in the Park City Land Management Code.
 - (b) On Lots 10 and 11, the front yard setback will not exceed 100 feet from the front lot line.
- The 30' power line easement shown on the plat contains a power line which is overhead at the time of plot recordation and is intended to remain overhead.
- Fox Tail Trail and Solomere Drive are intended to become a heavily traveled collector road, provided lands to the East are duly annexed.
- No building permits will be issued until roads are paved.

HIDDEN MEADOW SUBDIVISION

PHASE 1

A SUBDIVISION LOCATED IN SECTIONS 10 AND SECTION 11, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

#436472

RECORDED

STATE OF UTAH COUNTY OF SUMMIT AND FILED

AT THE REQUEST OF COALITION TITLE Co.

DATE 9-1-95 TIME 1:00 PM BOOK PAGE

139.00

FEE

RECORDER

310

When Recorded, Mail to:

Blue Ledge Corporation
P.O. Box 1450
Park City, Utah 84060

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
HIDDEN MEADOWS SUBDIVISION
PARK CITY, UTAH**

**Blue Ledge Corporation
PARK CITY, UTAH**

MARCH 1995

00436643 Bk00905 Pg00449-00484

**ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1995 SEP 01 17:00 PM FEE \$125.00 BY DMG
REQUEST: COALITION TITLE**

125.00

TABLE OF CONTENTS

DEFINITIONS	2
HOMEOWNERS ASSOCIATION	3
Enforcement Powers.	4
Snow Removal.	4
Indemnity of Association Trustees and Officers.	4
Assessments.	4
Assessments Constitute Lien, Mortgagee Protection.	5
Statement of Account.	5
By-Laws.	5
Voting Rights.	5
Architectural Review.	5
Architectural Committee Created.	6
Approval by Committee.	6
Variances.	7
Extraordinary Costs.	7
General Design Review.	8
Declarant, Trustees and Committee not Liable.	8
Limitations on Review.	8
RESTRICTIONS ON ALL LOTS	9
Zoning Regulations.	9
No Mining Uses.	9
No Business or Commercial Uses.	9
Restrictions on Signs.	9
Completion Required Before Occupancy.	9
Primary Dwelling to be Constructed First.	9
No Re-Subdivision.	10
No Time Interval Ownership.	10
Underground Utilities.	10
Service Yards.	10
Maintenance of Property.	10
No Noxious or Offensive Activity.	10
No Hazardous Activity.	10
No Open Burning.	10
No Unsightliness.	10
No Annoying Lights.	11
No Annoying Sounds.	11
Drainage.	11
Vehicles Restricted to Roadways.	11
Kennels.	11
No Transient Lodging Uses.	11
No Firearms.	11
Clearing and Grading.	11
Public Trail Easements.	11

00436643 Bx00905 P00450

RESTRICTIONS ON IMPROVEMENTS	12
Number of Dwellings.	12
Site Disturbance Area; Placement of Buildings.	12
Construction Activity Confined to Site Disturbance Area.	12
Building Setback.	12
Relation of Set Back to Site Disturbance Area.	13
Building Size.	13
Building Height.	13
Roof Design.	13
Siding Materials.	13
Windows.	14
Fireplaces, Chimneys.	14
Antennas.	14
Solar Panels.	14
No Used or Temporary Structures.	14
No Air Supported Structures.	14
Balconies and Decks.	14
Fire Sprinklers.	14
Deer Valley Design Guidelines Incorporated.	14
Fences.	15
Entrance Gates.	15
Driveway Access.	15
Sewer Connection Required.	15
Exterior Lighting Standards.	15
Special Restrictions on Some Lots.	15
LANDSCAPE STANDARDS	16
Irrigated Landscape Area.	16
Non-Irrigated Area.	16
Uses of Non-Irrigated Area.	16
No Livestock.	16
ACCESSORY DWELLINGS	17
Size of Accessory Dwelling.	17
One Accessory Dwelling Per Lot.	17
Location of Accessory Dwelling.	17
Ownership, Appurtenance.	17
Transient Lodging Prohibited.	17
Parking.	17
OWNERS' MAINTENANCE OBLIGATIONS	18
Duty to Maintain.	18
Repair by Association.	18
Alterations of Exterior Appearance.	18
Repair Following Damage.	18
CONSTRUCTION COVENANTS AND REGULATIONS	19
Marking Site Disturbance Area.	19

00436643 Bx00905 Ps00451

Portable Office or Trailer.	19
Removal of Temporary Office.	19
Construction Debris Removal.	19
Construction Area Appearance.	19
Sanitary Facilities.	20
Removal of Mud.	20
Duration of Construction.	20
OPEN SPACE AND AMENITY PARCELS	20
Use of Amenity Parcel.	20
No Dwellings.	20
No Commercial Use.	20
Culinary Water Well Site.	21
Water Quality Protection.	21
Open Space Parcels.	21
Additional Trails.	21
COMBINATION OF LOTS	21
Maximum Site Disturbance Area Revision.	22
Maximum Floor Area.	22
Architectural Committee May Deny Combination.	22
Combination Deemed Permanent.	22
Record Notice of Combination.	22
Plat Amendment.	22
GENERAL PROVISIONS	22
Remedies.	22
Severability.	23
Limited Liability.	23
Term of Covenants, Renewal.	23
Amendment.	23
Constructive Notice.	23
Notices.	24
Liberal Interpretation.	24
Covenants Run with the Land.	24

00436643 Bx00906 P#00452

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
HIDDEN MEADOWS SUBDIVISION
PARK CITY, UTAH**

THIS DECLARATION IS MADE THIS 17th July, 1995, by Blue Ledge Corporation, a Delaware corporation, referred to below as "Declarant:"

RECITALS:

A. Declarant is the owner of the following described real Property located in Park City, Summit County, Utah:

See the attached Exhibit A

B. Declarant intends to develop a residential subdivision on the Property. Declarant will develop and convey all of the Lots and other land within the Property subject to a general plan of development, and subject to certain protective covenants, conditions and restrictions all as set forth in this Declaration, and which are deemed to be covenants running with the land mutually burdening and benefiting each of the Lots and the other Property conveyed.

C. Declarant hereby declares that all of the Lots, Open Space Parcels, and the Amenity Parcel shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitudes, all of which are created for the mutual benefit of the Owners of the Lots. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a generally uniform pattern of development, to protect and enhance the property values and aesthetic values of the Lots by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners of the Lots. The covenants, conditions and restrictions are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Lots in the Subdivision. The covenants, conditions and restrictions shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant, while it is an Owner, the Association, or by any Owner.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from completing the Subdivision Improvements, or from using any Lot owned by the Declarant as a model home, temporary construction or sales office, nor limit Declarant's right to post signs incidental to sales or construction which are in compliance with applicable City ordinances.

ARTICLE I
DEFINITIONS

1. Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration, shall have the following meanings:

1.1. "Accessory Dwelling" shall mean a separate, self-contained dwelling unit complete with cooking, sleeping, and sanitary facilities, and accessible without entering the Primary Dwelling. Fire separations, independent ventilation systems, and other building code requirements for separate, attached dwelling units must be complied with.

1.2. "Amenity Parcel" shall mean that parcel of land within the Subdivision designated as the Amenity Parcel on the Plat.

1.3. "Architectural Committee" shall mean the design review committee created under this Declaration.

1.4. "Association" shall mean the Hidden Meadows Subdivision Homeowners Association, whether incorporated or not, and as the context requires, the officers and directors of that Association.

1.5. "City" shall mean the City of Park City, Utah, and its appropriate departments, officials, and boards. Although the City will be conveyed title to the Open Space Parcels, and those Parcels will be subject to these covenants, the City is not an Owner for purposes of this Declaration, and no voting rights in the Association will be appurtenant to the Open Space Parcels.

1.6. "Declarant" shall mean and refer to Blue Ledge Corporation, a Delaware corporation having its principal place of business in Park City, Utah.

1.7. "Declaration" shall mean this Declaration of covenants, conditions and restrictions, together with any subsequent amendments or additions. The Subdivision Plat for Hidden Meadows, limits of disturbance, easements and other matters shown on that Plat, are also incorporated into this Declaration by reference.

1.8. "Dwelling" shall mean the primary single family residence built or to be built on any Lot.

1.9. "Floor Area" shall mean the total of the horizontal floor surfaces within the Dwelling, including bathrooms and mechanical areas, and decks, courtyards, or balconies that are under roof and enclosed by walls on three or more sides. Floor Area shall not include basements as defined by the Uniform Building Code or the first 600 square feet of any garage space.

1.10. "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, Dwellings, Accessory Apartments, garages, storage buildings, and additions to them; walkways, retaining walls, gazebos, fences, driveways, landscaping, pools, decks, tennis courts, hard surfaced areas, stairs,

poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior or any building.

1.11. "Lot" shall mean any building Lot shown on the official plat of the Hidden Meadows Subdivision.

1.12. "Open Space Parcels" shall mean those areas designated on the plat as Open Space which will be conveyed to the City subject to the covenants contained in this Declaration. The Open Space Parcels are not subject to assessments by the Association.

1.13. "Owner" shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title only for purposes of securing performance of an obligation, unless that entity has taken possession. "Owner" shall not include the City or any other person or entity having an interest in the Open Space or Amenity Parcels.

1.14. "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

1.15. "Plat" shall mean the official subdivision plat of the Hidden Meadows Subdivision as approved by the City of Park City and recorded in the office of the Summit County Recorder, as it may be amended from time to time.

1.16. "Site Disturbance Area" means the portion of a Lot which may be disturbed by construction activity, including the physical limits of the Dwelling or any other Structure. The area allowable for each Lot is shown on Exhibit B.

1.17. "Subdivision" shall mean the Hidden Meadows Subdivision, and all Lots, Open Space Parcels and Amenity Parcel within the Subdivision as shown on the Plat.

1.18. "Trustees" shall mean the duly elected and acting board of trustees of the Hidden Meadows Homeowners Association.

ARTICLE II

HOMEOWNERS ASSOCIATION

2. To effectively enforce these Covenants, the Declarant has created a Utah Non-Profit corporation called Hidden Meadows Homeowners Association. The Association shall be comprised of the Owners of Lots within the Hidden Meadows Subdivision, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of these covenants. Membership in the Association is deemed an appurtenance to the Lot, and is transferrable only in conjunction with the transfer of the title to the Lot. The Association shall have and exercise, as necessary, the following powers:

2.1. Enforcement Powers. The Association shall have the power to enforce these covenants by actions in law or equity brought in its own name, the power to retain professional services needed for the enforcement of these covenants and to incur expenses for that purpose. The Trustees of the Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of these covenants. The Trustees shall have the exclusive right to initiate enforcement actions in the name of the Association, however this shall not limit the individual rights of Lot Owners to personally enforce these Covenants in their own name. The Association may appear and represent the interests of the Subdivision at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may appear individually.

2.2. Management of Open Space. Following the conveyance from Declarant to the Association, the Association shall have ownership and control over the Amenity Parcel, and be responsible for its maintenance, insurance, property taxes, and, consistent with the terms of this Declaration, be able to determine the nature of any Improvements made to the Amenity Parcel by the Association, and at its expense, as provided in Article VIII of this Declaration. The Trustees of the Association may also grant utility or similar easements through the Amenity Parcel.

2.3. Snow Removal. The ordinances of Park City require the Association to provide snow removal service within the Subdivision until 50% of the Lots in the Subdivision have been improved by the construction of a completed Dwelling. Because of the length of road outside the boundaries of the Subdivision that serves only this Subdivision, and will have to be plowed at Association expense, this will be a substantial annual expense to the Association. Until such time as the snow removal service has been assumed by the City, the Association shall be responsible for the costs of private snow removal service, and shall have the power to make assessments against the Owners, including the Owners of unimproved Lots, for purposes of providing this service.

2.4. Indemnity of Association Trustees and Officers. The Association will indemnify the officers, agents and trustees of the association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under this Declaration. To the extent the Association deems it appropriate, it may purchase liability insurance covering the Trustees with Association funds.

2.5. Assessments. The Association has the power to levy Assessments against each Lot as necessary to carry out these functions. Assessments will be equal on all Lots, whether vacant or improved. Assessments will be made annually to meet the anticipated and recurring expenses of the Association including, but not limited to, the costs of snow removal (until assumed by the City), insurance, property taxes on the Amenity Parcel, reimbursement of expenses incurred by the Trustees and Architectural Committee in performance of their obligations, enforcement of these covenants, and the initial construction costs, maintenance and operation of any Improvements made by the Association on the Amenity Parcel. Notice of the Assessment and the proposed amount of the annual Assessment will be given in advance with the notice of the annual meeting of the Association, provided that the amount of the proposed Assessment may be increased or decreased at the meeting in which it is approved by the Owners. The Association may also levy special Assessments to cover unanticipated expenses or shortfalls. No special Assessment will be levied without approval of the Owners in a

meeting called for that purpose. The Trustees will provide the Owners with an annual accounting of Assessments collected and expenditures.

2.6. Assessments Constitute Lien, Mortgagee Protection. Any validly imposed Assessment by the Association shall constitute a lien against the Lots in the Subdivision. The Association shall have the right to foreclose on that lien when any Assessment remains unpaid for a period of more than 90 days from the date the Assessment was levied, but if the lien is not foreclosed upon, it may be renewed from year to year by recording a new notice of the lien, together with accumulated interest. The lien of the Association against any Lot shall have priority from the date that the first Notice of Lien on a specific Lot is recorded in the office of the Summit County Recorder, and is subordinate to any previously recorded liens or encumbrances filed against that Lot, specifically including any purchase money mortgage or trust deed. Notwithstanding the lien rights of the Association, the obligation to pay Assessments is a personal obligation of the Owner of each Lot, and the Association may proceed to collect against the Owner, or the prior Owner of any Lot in the event of a sale. No Mortgagee or Beneficiary under a Trust Deed who takes title by foreclosure or non-judicial sale, or accepts in lieu of foreclosure or non-judicial sale, shall be held liable for the unpaid Assessments of the Owner whose Lot was acquired by the Mortgagee or Beneficiary under a Trust Deed. Delinquent Assessments will bear interest at the highest lawful consumer credit rate permitted under Utah law until paid.

2.7. Statement of Account. Any Owner may request the Association to provide a statement of his account to any lender or prospective buyer of that Lot showing the Assessments to be paid in full, or the amount of any past due Assessments and interest charges. The Buyer or lender for whom such a statement was prepared will be entitled to rely on its accuracy, and will not be held liable for any amounts not shown on the statement. The Association may charge a fee of \$25 or less for each such statement.

2.8. By-Laws. The day to day administration of the Association's affairs, including the manner in which Trustees are elected and their terms of office are set forth in the By-Laws of the Association, which may be amended from time to time by the Association as provided in those by-laws. No amendment of the By-Laws shall have the effect of releasing or amending these covenants, conditions, or restrictions.

2.9. Voting Rights. There shall be one vote appurtenant to each Lot, and each Owner, including the Declarant, shall be entitled to cast one vote for each Lot he or she owns. In the case of a Lot with multiple Owners, the Owners will agree among themselves how the vote applicable to that Lot will be cast, and if no agreement can be reached, no vote will be received from that Lot. Any of the multiple Owners appearing at the meeting in person or by proxy is deemed to be acting with proper authority for all of the other Owners of that Lot unless the other Owners are also present and object, or have filed written objections to that Owner's representation of the other Owners of the Lot in question. In matters presented to the Owners for a vote, a simple majority of those present at the meeting (if a quorum is present) will carry a motion, except as provided below for the purpose of making Improvements to the Open Space Parcel or amendment of this Declaration. A quorum will consist of 50% of the Lots. The Open Space Parcels have no voting rights.

2.10. Architectural Review. It is the intention and purpose of these covenants, conditions and restrictions to impose architectural standards on any Improvements made to any Lot that result in buildings which are architecturally compatible in terms of Lot

coverage, siting, proportion, materials, colors, and general appearance, while at the same time allowing for diversity in style and design appropriate for the mountain setting. To accomplish this goal, the Declarant hereby empowers the Board of Trustees to oversee and enforce the Architectural Design Standards set forth in this Declaration.

2.11. Architectural Committee Created. The Board of Trustees of the Association shall constitute the Architectural Committee, provided however that until such time as 75% of the Lots in the Subdivision have been conveyed by the Declarant to third parties, the Declarant shall appoint an interim Architectural Committee consisting of three members, who are not required to be Owners. At the time 25% of the Lots are sold to persons other than the Declarant, one member of the Committee will be appointed from the Owners, other than a representative of the Declarant. At the time that 75% of the Lots are sold to persons other than the Declarant, the functions of the Architectural Committee will be assumed by the Board of Trustees. The Trustees may employ the services of a design professional, such as an architect, land planner, or landscape architect to serve as one member of the Architectural Committee, and such design professional does not need to be an Owner or resident of the Subdivision. The remaining members of the Committee shall be members of the Board of Trustees. In any event, regardless of the number of Lots sold, all members of the Committee will be named by the Trustees following the fifth anniversary of the recording of this Declaration with the Summit County Recorder.

2.12. Approval by Committee. No Improvements of any kind, including without limitation the construction of any Dwelling, Accessory Dwelling, garage, out building, or addition to any of them; or any parking area, driveway, tennis court, walkway, or other hard surfaced area in excess of 100 square feet, swimming pools, outdoor hot tubs or spas, fences, walls, curbs, flag poles, trampolines, satellite dishes or antennae, solar panels, or any other permanent structure may be constructed, erected, or installed in the Subdivision without the prior written approval of the Architectural Committee. No excavation, grading, filling, draining, landscaping, or installation or removal of existing vegetation shall be made without the advance written approval of the Architectural Committee. A simple majority of the Committee members is required to approve any submission. Approval of the Committee will be sought in the following manner:

a. Plans submitted. Plans for the construction of any new Improvement must be submitted to the Committee for review. It is recommended that a preliminary plan be submitted before the expense of final construction drawings is incurred. The submission must include:

(i) a Site Plan showing the boundaries of the Lot, and the proposed Site Disturbance Area within the Lot. The Site Plan will also show the location of driveways, utility connections and lines, and any retaining walls, excavations, fills, or other modifications of the existing surface condition of the site; and

(ii) an Architectural Plan for the Dwelling or other Improvements in sufficient detail to show the detailed drawings of all elevations of all buildings (including existing Buildings or Improvements in the case of a subsequent addition or remodel) showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior siding and roofing materials and/or a sample, including color samples; and a landscape plan showing the location of driveways, walkways, patios, decks

and other hard surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring those areas. In the case of an addition or modification of an existing Dwelling, the Committee may waive any of the foregoing it feels are unnecessary to its review of the remodel or addition.

b. **Review Fee.** The applicant will pay a review fee to the Committee of \$500 for each new dwelling, \$100 for each addition or remodel, or, in the case of Improvements which cost less than \$1,000, or which make no structural changes, the applicant will pay a fee of \$10. The primary purpose of the fee is to document the date of submission, but the Committee may also use the proceeds to pay for its expenses in reviewing the plans and giving notice of meetings. No fee will be accepted until the Architectural Committee considers the submission complete.

c. **Review.** Within 15 business days from receipt of a complete submission and payment of the fee, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by this Declaration. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The committee will review preliminary plans, without fee, and make its comments known to the Owner, provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Committee and the Owner will each sign copies of the plans, one of which shall be left with the Committee. No construction that is not in strict compliance with the plans approved will be permitted.

d. **Written Record.** The Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five years. The Committee will also provide evidence of its approval for the City, if requested by the Owner.

e. **Failure to Act.** If the Committee has not approved or rejected any submission within 45 business days after payment of the review fee and submission of complete plans, the submission is deemed to have been approved, unless the approval process has been extended as provided in Section 2.14 for special review of some aspects of the proposal.

2.13. **Variances.** Variances to the design standards contained in this Declaration may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. No variance may be granted without the consent of at least 25% of the Owners in the Subdivision at a meeting called for that purpose. The Architectural Committee, or the Owners as a whole, cannot grant any variance that has the effect of modifying applicable City zoning, building code regulations, or conditions of subdivision approval. The burden of obtaining a variance is entirely on the applicant, including the costs of notice.

2.14. **Extraordinary Costs.** Whenever it deems appropriate, the Committee may engage the services of an independent architect, civil or structural engineer, or other appropriate consultant to assist in its review of any proposed Improvements. All costs of

such additional review will be paid by the Applicant, provided however that no architect or engineer will be hired without advance notice to the Applicant of the intention to hire a review architect or engineer, and the aspects of the proposal that caused the Committee to believe that professional review was required, and the estimated cost of that review. If the applicant does not withdraw the proposal within five days after receipt of that notice, he is deemed to have consented to the Committee retaining such professional assistance. Whenever the Committee retains outside professional services in its review, the reviewing architect or engineer is acting only in an advisory capacity, and the applicant, for himself and his successors and assigns, waives any and all claims against the Committee and the Association in the event that advice from, or conditions imposed by, the reviewing professional prove ineffective, unnecessary, or inappropriate to the circumstances. The costs of such review will be billed directly to the applicant in advance, and the review of the plans will be suspended until the costs of the special review have been paid by the Applicant. The review period will be extended for a period of 30 days following payment of the special review costs to allow for the review.

2.15. General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of the standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee should apply them in a manner that results in a high quality, attractive, and well designed community, and reflect the wide range of Lot sizes with the Subdivision.

2.16. Declarant, Trustees and Committee not Liable. The Declarant, the Trustees, and the Committee and its members shall not be liable to the applicant for any damages, or to the Owners of and Lots within the Subdivision for their actions, inactions, or approval or disapproval of any set of plans submitted to the Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant or Committee as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has the right to enforce these covenants against every other owner, and may seek independent redress if it believes the Committee has acted improperly.

2.17. Limitations on Review. The Committee's review is limited to those matters expressly granted in this Declaration. The Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans required by the City to bring them into conformity with applicable codes must be re-submitted to, and approved by the Committee prior to construction. No additional fee will be assessed for reviewing such revisions to the original submission.

00436643 Bk00905 Pg00460

ARTICLE III

RESTRICTIONS ON ALL LOTS

3. The following restrictions on use apply to all Lots within the Subdivision:

3.1. Zoning Regulations. The lawfully enacted zoning regulations of Park City, and any building, fire, and health codes are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any such statute, law, or ordinance.

3.2. No Mining Uses. The property within the Subdivision shall be used for residential purposes only, and no surface occupation for mining, drilling, or quarrying activity will be permitted at any time on any Lot, Open Space, or the Amenity Parcel.

3.3. No Business or Commercial Uses. No portion of the Subdivision may be used for any commercial business use, provided however that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements, or (b) the use by any Owner of his Lot for a home occupation. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the Lot to conduct business, or which requires any employees outside of the Owner's immediate family or household. No retail sales of any kind may be made in the Subdivision. No materials, machinery, equipment, or inventory associated with any home occupation may be stored outside on any Lot. No signs associated with any home occupation are permitted.

3.4. Restrictions on Signs. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City, temporary signs warning of some immediate danger, or signs not in excess of six square feet identifying the contractor and/or architect of any Dwelling Unit while it is under construction. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed six square feet. The Declarant may erect a sign of not more than thirty-two square feet at the entrance to the Subdivision for a period of no more than one year announcing the availability of Lots and giving sales information. No permanent signs stating the address or the name of the owner of the Lot may be installed without the advance consent of the Architectural Committee. Such signs will be limited to 6 square feet, and may be placed at the driveway intersection with the public street, set back to the property line of the Lot.

3.5. Completion Required Before Occupancy. No Dwelling Unit may be occupied prior to its completion and the issuance of at least a Temporary Certificate of Occupancy by the City of Park City.

3.6. Primary Dwelling to be Constructed First. No Accessory Dwelling, garage, storage unit, or other out building or Improvement may be constructed prior to the commencement of construction of the primary Dwelling on the Lot.

3.7. No Re-Subdivision. No Lot may be re-subdivided. No Accessory Dwelling may be leased for a period of more than 24 months.

3.8. No Time Interval Ownership. No Lot may be owned, leased, or otherwise held in a manner that divides either the legal title or the right of use into formal or informal time intervals or timeshare ownership, or any other contract, trust, partnership, or other arrangement that permits, allows, or as a practical matter, creates or establishes time interval ownership or use of the Lot that is indistinguishable from time interval ownership.

3.9. Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Lot which service installations or Improvements entirely within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction. Notwithstanding this provision, there is an existing overhead electrical line as shown on the Plat which will remain in place as an overhead line.

3.10. Service Yards. All clothes lines, service yards, storage yards, and exterior mechanical equipment must be screened in a manner approved by the Architectural Committee so that they are not visible from adjoining Lots.

3.11. Maintenance of Property. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into disrepair.

3.12. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

3.13. No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of conventional property casualty insurance. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues). No Owner will occupy a Lot in a manner that is in violation of any State or Federal environmental protection law or regulation concerning the storage, disposal, or use of toxic or hazardous materials.

3.14. No Open Burning. The open burning of yard trimmings, construction waste, or other materials on the Lot is prohibited.

3.15. No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any Improvement, Dwelling or addition); open storage or parking of farm or construction equipment, inoperable motor vehicles, boats, campers, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading); accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or

equipment on the Lot in a manner that it is visible from any other Lot or any public street.

3.16. No Annoying Lights. Any outdoor lighting shall be subject to approval by the Architectural Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the immediate vicinity of the Building or Improvement it is intended to serve. Lighted tennis courts, sport courts, and similar lighted recreation facilities are prohibited.

3.17. No Annoying Sounds. No speakers, or other noise making devices may be used or maintained on any Lot which create noise that might reasonably be expected to be unreasonably or annoyingly loud from adjoining Lots, except for properly operating and maintained security or fire alarms.

3.18. Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy. Significant natural drainage areas are indicated on the Plat, and no Owner will construct Improvements in those areas that interfere with surface run off.

3.19. Vehicles Restricted to Roadways. No motor vehicle will be operated on the Subdivision except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Lot except for ingress and egress by duly licensed, "street legal" vehicles or while loading the equipment for lawful transport on public streets. The operation of any vehicle outside of the Site Disturbance Area of any Lot is strictly prohibited, even during periods of construction.

3.20. Kennels. No kennel or dog run may be placed closer than 50 feet to any Dwelling other than that of the Owner of the kennel.

3.21. No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing accommodations to travelers. No lease of any Lot or Dwelling shall be for a period of less than one year. No Lot shall be subjected to time interval ownership.

3.22. No Firearms. No firearms of any kind, including b-b guns, pellet guns, or similar air-powered firearms may be discharged within the Subdivision.

3.23. Clearing and Grading. No portion of any Lot may be cleared of vegetation, graded, cut, or otherwise altered from its natural vegetative condition, except as specifically provided in this Declaration, and except in conjunction with the construction of the Primary Dwelling or other approved Improvements.

3.24. Public Trail Easements. There are public trails that cross through the Subdivision as shown on the Plat. These trails are for the use and benefit of the general public, and not just the Owners. They are dedicated public easements. No Owner shall obstruct or interfere with the use of the trails crossing his or her Lot. Subject to City regulations, trails will be open for use only during daylight hours. Trails are for non-motorized use only, and no motorcycle, all-terrain vehicle, snowmobile or other motorized vehicle (except for authorize maintenance vehicles or equipment) will be permitted on the trail system.

ARTICLE IV

RESTRICTIONS ON IMPROVEMENTS

4. All Improvements on any Lot shall be subject to the following restrictions and architectural design standards:

4.1. Number of Dwellings. Only one Dwelling may be constructed on any Lot; with the exception that Accessory Dwellings are permitted as described below. All Dwellings shall have an attached garage large enough to enclose 2 cars.

4.2. Site Disturbance Area; Placement of Buildings. In order to protect existing native vegetation, minimize landscape irrigation requirements, and maintain the feeling of open space within the subdivision, all construction and landscaping activity must be contained within the maximum Site Disturbance Area for each Lot. The Maximum Site Disturbance Area is comprised of the actual footprint of the house and garage, driveways and utility excavations as approved by the Association on the site plan, and the additional irrigated landscaped area around the house. The maximum size of the irrigated landscaped area for each lot is shown on Exhibit B. Within the Lot, subject to minimum front, side, and rear yard set back requirements, the Owner may propose any location for the Dwelling and the irrigated landscaped area around it. The location of the Dwelling and irrigated landscaped area should be selected to minimize removal of trees and oak brush or other significant vegetation. The placement of the Dwelling and other Improvements should also recognize historic drainage patterns and channels, if any, and avoid construction in locations that obstruct historic drainage. The shape of the Site Disturbance Area may be dictated by the proposed Dwelling, but shall be generally compact and in all cases, the areas disturbed by construction must be contiguous (and not linked by "cherry stems" that give the appearance of two areas of disturbance). Not included within the Site Disturbance Area are:

(a) Driveways not exceeding 20 feet in width connecting from the Site Disturbance Area to the abutting public street;

(b) Utility service lines, provided that utility service lines will be located immediately adjacent to or in the drive way whenever reasonable. If, because of grade considerations for sewer lines, it is not practical to install such lines within or adjacent to the driveway, only one additional utility access trench will be permitted, and it will be kept to the minimum width reasonably possible to minimize disturbance, and if possible, routed around areas of significant vegetation to minimize tree removal.

4.3. Construction Activity Confined to Site Disturbance Area. All construction activity, Improvements, and Dwellings are to be confined to the portion of the Lot identified as the Site Disturbance Area. The Site Disturbance Area will be physically staked on the ground, and fenced or roped off to prevent construction activity from extending beyond the established limits. No soil storage, excavation or backfill operations, or vehicular access is permitted outside of the Site Disturbance Area.

4.4. Building Setback. Regardless of the location of the Site Disturbance Area, all portions of the Dwelling or any other Improvements (except for access driveways and underground utilities) must maintain a minimum front yard set back from property line of 25 feet; a minimum side yard set back of 20 feet on each side of the Lot, and a

minimum rear yard set back of 15 feet from the rear Lot line. On Lots 4 through 26, the rear yard set back will be established from the Limit of Disturbance line shown on the Plat instead of the rear Lot line, and no Improvements may be constructed beyond that line. See Section 4.23 for additional restrictions on specific Lots.

4.5. Relation of Set Back to Site Disturbance Area. The Site Disturbance Area may extend into the Building set back areas, so that the minimum front, rear, and side yard set backs will determine the minimum set back for the exterior walls of any Dwelling or other Improvement, but allow for site disturbance beyond the exterior wall for construction purposes and/or irrigated landscaping.

4.6. Building Size. The sizes of the Lots within the Subdivision were intentionally varied. The maximum allowable Floor Area for the Dwelling and other buildings on the Lot are shown on the table in Exhibit "B". No Dwelling may be constructed which exceeds maximum building Floor Area stated for the Lot on which it is proposed, as shown on Exhibit B. The minimum Floor Area on the main level of any Dwelling shall be at least 2,500 square feet. Garages are not counted in the Floor Area, unless they exceed 600 square feet, in which case the area in excess of 600 square feet is counted.

4.7. Building Height. No structure on and Lot may exceed 28 feet in height as measured at the natural grade on the Lot prior to construction to a point half way between the eaves and the ridge line of the roof. The maximum ridge line height will be 33 feet above natural grade, with the intention being to have the building mass follow the natural, existing contour of the land. Building location and design should place buildings in a manner to minimize visibility from adjoining or adjacent Lots. See Section 4.23 for additional restrictions on specific Lots.

4.8. Roof Design. Roof pitches must be within a range of a 5/12 to a 7/12 slope. No more than one roof pitch may be used on any structure. Eaves and roofs must overhang by at least twenty-four inches. Shingles will be fire retardant material approved by the City. No wood shingles or shakes are permitted. Non-reflective metal roofing, and asphalt composite shingles weighing at least 270 pounds per 100 square feet are also permitted. Mansard, fake mansard, A-frame, gambrel, curvilinear, flat and domed roof designs are prohibited. All fascia boards must be at least twelve inches in width. Special attention will be paid to the south facing roof overhang to allow for adequate sun protection. All roof metal such as flashing, vent stacks, gutters and chimney caps will be made of anodized aluminum or painted galvanized metal, and in either case, will be painted an earth tone color.

4.9. Siding Materials. Unless specifically approved by the Architectural Committee, only the following exterior wall surface materials are allowed: cedar siding, redwood siding, stone, log, wood shingles, and stucco without "tudor" wood breaks. Textured plywood, metal, vinyl, masonite or similar manufactured siding materials are prohibited. There shall be no more than two separate exterior wall materials on any wall surface (excluding trim), and no more than three on any one Building. Exterior wall colors must harmonize with the site and surrounding buildings. The predominant tone should be earth tone, whether in the natural color or patina of the weathered color of the wall surface itself or the color of the stain or other coating. Bright or dramatic colors can be used for accent of exterior wall areas hidden from general view. Fascia and trim shall also remain in the earth tone spectrum.

00436643 Bx00905 Ps00465

4.10. Windows. Windows must be either wood, bronze-tone aluminum clad wood, bronze tone aluminum, or dark metal. All windows must be at least double glazed. Any trapezoidal windows must parallel the shape of the walls or roofs surrounding them. No mirrored or reflective glass may be used.

4.11. Fireplaces, Chimneys. Only one wood-burning stove, fireplace, or other such appliance is permitted on each Lot. The primary heat source must be natural gas or solar rather than wood. No coal fired appliances may be use, and no coal shall be burned in fireplaces. Chimneys must be enclosed in an approved siding material with a spark arrester. No exposed metal flues are permitted.

4.12. Antennas. All antennas must be enclosed within a building, and not roof mounted. Any satellite dishes in excess of 24 inches in diameter must be located and screened in a manner approved in advance by the Architectural Committee so that they are not visible from either adjoining Lots or from outside the Subdivision.

4.13. Solar Panels. Solar panels will be permitted only with the consent of the Architectural Committee, and if permitted at all, must lie flat against the roof and may not differ in pitch from the roof surface on which they are mounted. No free standing solar panels will be permitted.

4.14. No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot.

4.15. No Air Supported Structures. No air supported tennis or swimming pool bubbles or covers will be permitted on any Lot.

4.16. Balconies and Decks. The area under any deck or balcony that is more than twenty-four inches above natural grade must either be landscaped or screened from view so that the view from adjoining Lots or streets is not of the unfinished underside of the deck. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material. The underside of any deck more than four feet above grade must either be completely screened with vertical lattice or siding, or, if exposed (as in the case of a second story deck) painted or stained to match the house.

4.17. Fire Sprinklers. All dwellings must be equipped with an automatic fire sprinkler system in accordance with the ordinances of Park City or, in the absence of an ordinance, a system which meets standard 13-D of the National Fire Protection Association for residential applications. Owners constructing any portion of the Dwelling or other inhabitable structure more than 150 feet back from the public street may be required to install a dry standpipe from the edge of the street to the fire sprinkler system within the structure. The specifications for fire sprinkling equipment are established by City regulations, and it is the obligation of each Owner to comply with those specifications in the construction of the Dwelling.

4.18. Deer Valley Design Guidelines Incorporated. The Deer Valley Resort Architectural Design Guidelines, which are attached as Exhibit C are incorporated as general design requirements. In the event of conflicts, the specific provisions set forth in this Declaration shall control.

4.19. Fences. To minimize disturbance to native vegetation and disruption to wildlife habitat, fencing of the side and rear boundaries of any Lot shall not be permitted in the Subdivision. Limited interior fencing of the irrigated landscaped area is permitted subject to advance approval by the Architectural Committee. Chain link or other wire fencing is prohibited. With the advance consent of the Committee, an Owner whose Lot is bisected by, or abuts or adjoins a Public Trail Easement, as shown on the Plat or as later dedicated by the Owner, may fence the trail in a manner that is reasonable to prevent trespass. Fencing of trail easements may occur outside the Site Disturbance Area of the Lot. The design of such fencing should be typical of agricultural wire or wood rail fencing (not chain link) of a design that blends in with the surrounding vegetation, and not a highly visible privacy or screening type fence. The fencing material and height shall be of a design that will allow the free travel of wildlife, while discouraging human trespass. Any such fencing should be on the right of way boundary line, and placed in a manner that does not present safety hazards to trail users.

4.20. Entrance Gates. To the extent permitted by applicable City zoning, entrance gates are permitted on all Lots. The driveway width of any entrance gate may not exceed 20 feet in width. The decorative wall or other structure on either side of the gate, plus the width of the gate itself, may not exceed 75 feet in total length, or 30% of the frontage of the Lot, whichever is less. Fencing of the remainder of the Lot frontage is permitted, provided that fencing is of a decorative metal rather than chain link or other wire fencing, and is designed in a manner that blends into the natural landscaping. Decorative pillars on fencing are prohibited.

4.21. Driveway Access. Individual driveway accesses to each Lot must be approved by the Architectural Committee as part of the site plan of the Lot. Driveways should be located in a manner to minimize cuts and fills and the need for retaining walls. No driveway may exceed 12% slope. Driveways shall be wide enough to permit two cars to be parked side by side in front of the garage entrance, but shall not exceed 20 feet otherwise. Cut and fill slopes must be re-vegetated with native vegetation when occurring outside of the approved Site Disturbance Area. Main driveways must be hard surfaced.

4.22. Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted for use with any Dwelling. All Dwellings must be connected to the sanitary sewer system. Owners of downhill Lots may encounter difficulty in providing gravity flow sewer connections to the street. The cost of private ejector systems will be borne by the individual Lot Owner, and not by the Declarant or the provider of sewer treatment service. Lots 25, 26, and 44 will probably require ejector pumps, and others may, depending on the placement and design of the Dwelling.

4.23. Exterior Lighting Standards. All exterior lighting must be adequately shielded and controlled to prevent glare and illumination to adjacent properties or streets. Bare light globe fixtures, such as flood and spot lights, are prohibited.

4.24. Special Restrictions on Some Lots. As a condition of approval by the City, additional restrictions have been imposed on some of the Lots:

(a) On Lots 4, 5, 9, 10, and 11, at least 65% of the total gross floor area, exclusive of the garage, is to be on the finished grade. The maximum Dwelling Height will be 25

feet to the midpoint of the roof and 28 feet to the ridgeline, as defined by the City Land Management Code.

(b) On Lots 10 and 11, the front yard set back will not exceed 100 feet from the front Lot line as defined by the City Land Management Code.

ARTICLE V

LANDSCAPE STANDARDS

5. The intent of this declaration is to conserve water, preserve the natural existing vegetation, and enhance wildlife habitat to the extent possible given the construction of the Subdivision. The use of each Lot is subject to the following Landscape Standards:

5.1. Irrigated Landscape Area. Within each Lot there is an area available for irrigated landscaping, including lawn areas. The size of this area within each Lot is listed on Exhibit B. The irrigated landscape area will be within the Maximum Site Disturbance Area of the Lot. The use of permanent irrigation systems is limited to this portion of the Lot.

5.2. Non-Irrigated Area. Outside of the Maximum Site Disturbance Area, the native vegetation will be preserved, and the following standards apply:

(a) Irrigation. No permanent irrigation is permitted in this area. Temporary irrigation as needed to repair damage to the natural vegetation as a result of construction activities, such as reclamation of utility trenches and areas along driveways, is permitted, but only for so long as necessary for restoration of vegetative cover. New plantings of native plants may be irrigated on a temporary basis to establish healthy growth. No permanent irrigation systems may be installed outside of the Maximum Site Disturbance Area.

(b) Plant Materials. It is the intention to preserve the native vegetation in the areas outside of the Maximum Site Disturbance Area. New plantings in that area will be of native species.

(c) Removal of Vegetation. No native vegetation, trees, or shrubbery may be cut or removed from the non-irrigated area of the Lot except as necessary to maintain healthy growth, remove diseased plants, or for approved utility trenches and driveways. Noxious weeds may be removed as required.

5.3. Uses of Non-Irrigated Area. No improvements of any kinds are permitted in the Non-Irrigated area of any Lot (with the exception of approved driveways and utility trenches). No swimming pool, tennis court, deck, spa, swing set, trampoline, play ground equipment, dog run, or similar structures, hard surfaced area, or improvement is permitted in the non-irrigated area of the Lot. With the consent of the Committee, Owners may clear additional trails in the non-irrigated area, provided that no trail will exceed 10 feet in width. No vehicles, snowmobiles, motorcycles, or all terrain vehicles will be used, stored, or operated on the non-irrigated portion of the Lot.

5.4. No Livestock. No horses or other livestock will be kept on any part of the Lot.

ARTICLE VI

ACCESSORY DWELLINGS

6. While the intention of the Declarant is to develop a subdivision of single family dwellings, the nature and use of such Dwellings in a resort context may make it desirable in some cases for the Owners of Lots to include an Accessory Dwelling in the Primary Dwelling on the Lot. Accessory Dwellings are permitted on each Lot, subject to the following conditions:

6.1. Size of Accessory Dwelling. The Accessory Dwelling may not exceed 25% of the floor area of the Primary Dwelling. Accessory Dwellings may not be less than 400 square feet in floor area, nor more than 800 square feet, and may contain no more than two bedrooms. The addition of an Accessory Dwelling will not increase either the maximum permitted Floor Area or the maximum Site Disturbance Area for each Lot as shown on Exhibit B.

6.2. One Accessory Dwelling Per Lot. Only one Accessory Dwelling is permitted on any Lot. The Accessory Dwelling may only be constructed in conjunction with, or after completion of the Primary Dwelling, but may not be constructed first.

6.3. Location of Accessory Dwelling. Accessory Dwellings must be incorporated into the Primary Dwelling, and no increase in the Site Disturbance Area is permitted for an Accessory Dwelling. The Site Disturbance Area may not be split into separate building sites for the Primary and Accessory Dwellings.

6.4. Ownership, Appurtenance. The Accessory Dwelling is an appurtenance to the Primary Dwelling, and is not to be separately sold, encumbered, leased for periods in excess of 2 years, or in any other way separated from the ownership and control of the Primary Dwelling. There will be no vote in the Association assigned to an Accessory Dwellings, and no assessment levied on Accessory Dwellings other than the assessment on the Lot.

6.5. Transient Lodging Prohibited. No Accessory Dwelling may be rented for transient lodging purposes. No rental agreement for less than 30 days will be permitted. This shall not preclude use by guests of the Owner for periods of shorter duration, but commercial rental on a nightly or short term basis is prohibited.

6.6. Parking. Accessory Dwellings must have one off-street, enclosed parking space per bedroom, in addition to the Parking for the Primary Dwelling.

00436643 Bx00905 Pg00469

ARTICLE VII

OWNERS' MAINTENANCE OBLIGATIONS

7. It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision:

7.1. Duty to Maintain. It is the obligation of the Owner of each Lot to maintain his Lot and the Improvements to the Lot in a good state of repair and an attractive, safe, and healthy condition.

7.2. Repair by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or unsightly condition in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demanding that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. Unpaid amounts will bear interest at the lawful judgment rate under applicable state law.

7.3. Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Architectural Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or siding or trim materials will be made without the advance consent of the Committee.

7.4. Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Committee, provided however that alterations or deviations from the originally approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the Architectural Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which does remain un-repaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association at the expense of the Owner.

00436643 Bx00905 P000470

ARTICLE VIII

CONSTRUCTION COVENANTS AND REGULATIONS

8. In order to insure that the natural vegetation outside of the maximum Site Disturbance Area is not damaged during any construction activities, and to minimize the inconvenience to adjoining Owners, the following construction regulations shall be enforced during the construction period. These regulations shall be made a part of the construction contract between the Owner and his or her contractor on any Improvements on a Lot. Each Owner shall be bound by these regulations, and violations committed by the contractor shall be deemed a violation by the Owner for which Owner is liable.

8.1. Marking Site Disturbance Area. Prior to the commencement of construction, the Owner shall cause the perimeter of the Site Disturbance Area to be surveyed and marked in conjunction with the staking of the foundation and other Improvements. The perimeter of the Site Disturbance Area will be marked with surveyors tape or fenced to prevent any intrusion beyond that area.

8.2. Portable Office or Trailer. Any Owner whose contractor desires to bring a portable office or trailer on to a Lot shall first apply for and receive written approval from the Architectural Committee. The Architectural Committee will work with the Owner to determine the best location for the portable office. The portable office will be located only in a location approved by the Architectural Committee, which shall be on the Owner's Lot and within the area that can be disturbed by construction or driveway areas.

8.3. Removal of Temporary Office. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of (i) the issuance of a Certificate of Occupancy, (ii) the termination, expiration, or cancellation of the Building Permit, or (iii) the suspension of construction activities for a period of 60 days.

8.4. Construction Debris Removal. Owners and their contractors must comply with Park City ordinances requiring the placement and maintenance of a trash container or dumpster on the Lot during construction. Owners and their contractors are responsible for collection of trash at the end of each work day and depositing construction trash, packing material, unusable scraps, and other debris in a suitable container. Lightweight material must be weighted down to prevent wind from blowing it away. Debris must be contained until removed from the Lot to an appropriate land fill. The dumpster must be regularly serviced. No trash may be burned, buried, or otherwise disposed of on the Lot. No concrete trucks may be cleaned out on any Lot, Open Space Parcel, or anywhere within the Subdivision.

8.5. Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of Dwelling or any other Improvements. Materials must be stored in neat stacks and covered. No more material may be delivered to the site than can reasonably be consumed in a week's time, provided that once the Dwelling is enclosed, materials may be stored inside, out of sight, indefinitely.

8.6. Sanitary Facilities. Each Owner is responsible for the installation and maintenance of an approved portable toilet facility on the site during construction. The portable toilet must be located on the Lot at a location approved by the Architectural Committee, and removed from the site at such time as the permanent plumbing system is operational.

8.7. Removal of Mud. Owner and contractor are responsible for keeping mud from the construction site from being deposited on the roadways of the Subdivision. This may require cleaning of truck tires before leaving the site.

8.8. Duration of Construction. It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the building shall be substantially complete within a period of twelve months from commencement. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

ARTICLE IX

OPEN SPACE AND AMENITY PARCELS

9. Within the Subdivision, there are areas designated on the plat as Open Space Parcels, and an area designated as the Amenity Parcel. Declarant has, or will convey the Open Space Parcels to the City. The use of the Open Space Parcels will be governed by this Declaration. The Amenity Parcel will be conveyed to the Association.

9.1. Use of Amenity Parcel. The Amenity Parcel will be owned by the Association. Its ultimate use is to be determined by the Association, consistent with these covenants. The Amenity Parcel may be used for a natural or landscaped park area, for the construction by the Association, at its expense, of a swimming pool, tennis courts, club house, or similar recreational amenity for the use and benefit of the Owners, or left in its natural condition. Prior to the construction by the Association of any Improvements costing more than \$15,000 on the Amenity Parcel, the Trustees will first present to proposal to the Owners, and receive the affirmative vote of 2/3rds of the Owners, excluding the Declarant. No such Improvements will be made until the Declarant has conveyed at least 2/3rds of the Lots to third parties, unless the Declarant otherwise consents in writing.

9.2. No Dwellings. The Amenity Parcel may not be used for, sold, or leased for the purpose of constructing Dwellings, office space, or commercial buildings. Any recreation amenity will be for the use of the Owners, and not open to the general public or for members other than Owners within the Hidden Meadows Subdivision. This shall not preclude the construction of a manager's dwelling of not more than 400 square feet in any club house facility constructed by the Association.

9.3. No Commercial Use. The Amenity Parcel may not be used for any commercial purpose, including the operation of a club house, restaurant, tennis club or pool facility open to the public or persons other than Owners or their guests. No vehicles, construction materials (other than those for the use and benefit of the Association), or equipment will be parked or stored on the Open Space Parcel, except

during Declarant's initial construction of the Subdivision Improvements, such as streets and utilities.

9.4. Culinary Water Well Site. Declarant's predecessor in interest has reserved the right to drill and operate a culinary water well within the Amenity Parcel. The location of that well will be coordinated with the Association to minimize site disturbance or interference with the Association's use of the Amenity Parcel, but also to provide access to sub-surface geologic structures which are believed to be advantageous locations for drilling a well. The well, if drilled, will be equipped with a surface pump house not to exceed 1,000 square feet, which will be sided, roofed, and landscaped in a manner consistent with these covenants.

9.5. Water Quality Protection. The Association will not do anything on the Amenity Parcel that might reasonably be expected to compromise water quality from the proposed well, including disposal or storage of hazardous materials, fuels or oils, insecticides or herbicides, or the use of other toxic or hazardous materials.

9.6. Open Space Parcels. Around the perimeter of the Subdivision there are larger areas designated on the Plat as Open Space. Declarant has, or will, convey these parcels to the City, subject to this Declaration and additional covenants contained in the deeds. The Owners may enforce these covenants against the City as owner of the Open Space, as the Open Space is created for the benefit of the Subdivision. The City is not deemed an Owner for purposes of participation in the Association, and shall not be subject to Assessment, nor entitled to vote. These covenants are not reciprocal as to the Open Space, and the City will have no right to enforce these covenants against Lot Owners, provided that this shall not waive any powers that exist under City ordinances. The Open Space parcels are to be maintained in their natural condition, and no improvements of any kind will be permitted, except:

- (a) Trails, which will be public easements for non-motorized use;
- (b) Underground utilities, and such above ground controls, transformer boxes, and junction boxes as may be reasonably necessary;
- (c) The existing overhead power line.

No clearing, grading, excavation, or other site work is permitted that would alter the natural vegetation or natural appearance of the Open Space Parcels.

9.7. Additional Trails. The City may construct an additional trail that extends north through Open Space Parcel Number 4, provided that no new trail will be constructed closer to any Lot than the trail easement shown on the Plat north of the rear lot line of Lots 16 through 26.

ARTICLE XI

COMBINATION OF LOTS

10. Subject to the provisions of this Declaration and the limitations set forth in this Section, any Owner may combine two adjoining Lots with adjoining frontage on the same street within the Subdivision, subject to the approval of the Architectural

Committee and City. The following regulations will apply in the event of a combination:

10.1. Maximum Site Disturbance Area Revision. As a result of the combination of Lots, the maximum allowable Site Disturbance Area of the resulting combined Lot will be determined from the table in Exhibit B, but will not exceed 75% of the combined irrigated area allowed for the two lots. Siting of the Dwelling should spread the resulting building mass more or less evenly over the combined Lots, although may be more concentrated where good site planing practices dictate. In no event may the entire mass be constructed on a single Lot.

10.2. Maximum Floor Area. The maximum Floor Area for the Dwelling on the combined Lots shall not exceed 75% of the combined floor areas of the two individual Lots.

10.3. Architectural Committee May Deny Combination. The Architectural Committee has the power to deny the Owner's application to combine Lots on the basis that the resulting combination concentrates too much building mass on a single Lot, that the combination results in damage to significant natural features on the Property such as natural drainage courses or significant wooded areas, or results in a structure that violates the provisions of this Declaration.

10.4. Combination Deemed Permanent. The combination of Lots is deemed to be permanent and the Lots may not be independently sold once construction has commenced on the Improvements for the combined Lot.

10.5. Record Notice of Combination. The Owner of any Lots that have been combined will execute and deliver to the Architectural Committee a notice in recordable form, containing the name of the Owner and the legal description of the Lots combined, which Notice will state that the two Lots have been combined and cannot subsequently be subdivided. The Owner will also submit a current title report showing any lien holders, who will also be required to sign the Notice. The Committee shall record this Notice with the Summit County Recorder upon the commencement of construction.

10.6. Plat Amendment. The combination of Lots may also require a formal Plat Amendment process under applicable state or city regulations, all or which will be done at the sole expense of Owner.

ARTICLE XI

GENERAL PROVISIONS

11. The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:

11.1. Remedies.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the

00436643 Bk00905 Pg00474

Declarant is the Owner of any Lot), by any other Owner, or by the Association in its own name. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys fees and costs of court.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants are to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the covenants contained in this Declaration in the future or against other similar violations.

11.2. Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

11.3. Limited Liability. Neither the Declarant, the Trustees, or the Architectural Committee or its individual members, nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority under these covenants, and without malice.

11.4. Term of Covenants, Renewal. This Declaration shall expire fifty years from the date it is first recorded with the Summit County Recorder, provided however that in the last year prior to expiration, the Owners of 90% of the Lots may, by written notice which is recorded with the Summit County Recorder, agree to extend the covenants for a period of an additional twenty years.

11.5. Amendment. At any time while this Declaration is in effect, the Owners of 75% of the Lots may amend the provisions of this Declaration. Any amendment must be in writing and be approved by 75% of the Owners at the time of the amendment. No amendment which has the effect of substantially or materially altering the size, nature, or use of the Improvements on any Lot permitted by this Declaration will be binding upon the holder of any mortgage or trust deed on any Lot unless the mortgage or trust deed holder joins in the amendment. These covenants may be repealed in whole or in part by amendment. No amendment which eliminates the rights of the Declarant under this Declaration will be effective without the consent of the Declarant.

11.6. Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions and restrictions against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

11.7. Notices. All notices under this Declaration are deemed effective 5 business days after the date of mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the party to receive notice. The address for notice may be taken from the latest available property tax assessment rolls if no other address for an Owner is known. Notices delivered by hand are effective upon delivery.

11.8. Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

11.9. Covenants Run with the Land. The covenants, conditions, and restrictions in this Declaration are covenants running with the land, and shall burden and benefit the successors and assigns of the Declarant and the Owners for so long as the Declaration is in effect.

ARTICLE XII

EXPANSION OF PROJECT

12. The Declarant owns other land adjoining the Subdivision which is described on the attached Exhibit D. It is the intention of the Declarant to subdivide the additional land and to add it to the Subdivision and to these Covenants. Within a period of seven years from the date this Declaration is recorded, the additional land may be added to this Declaration and become a part of the Subdivision by the Declarant, or its successor in interest, recording a Subdivision Plat describing the additional land and the Lots created on it, and a Supplemental Declaration stating that it is the intention of the Declarant to add the additional land to the Subdivision, and to have that land be subject to these same covenants, conditions and restrictions.

12.1. No Obligation to Expand. The Declarant reserves the right to add some or all of the additional land to the Subdivision, but is under no obligation to do so. The additional land, if not added to the Subdivision, may be developed in a manner that is different from that described in this Declaration.

00436643 Bx00905 Ps00476

12.2. Expansion in Phases. The Declarant may exercise its right to expand the project in one or more phases or stages, and the addition of some of the expansion area does not obligate the Declarant to add the balance of the land to the Subdivision.

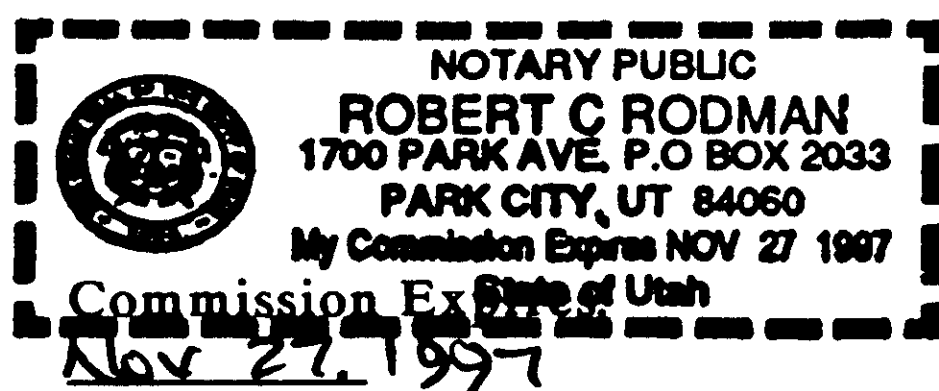
Executed on the date stated above.

BLUE LEDGE CORPORATION, a
Delaware
corporation

By: Hank Rothwell
Hank Rothwell, Pres.

STATE OF UTAH)
 :SS
COUNTY OF SUMMIT)

On the 17 day of July, 1995, Hank Rothwell appeared before me and acknowledged that he is the President of Blue Ledge Company, a Delaware corporation, which is the Declarant in the above instrument, and that he executed the same on behalf of the corporation with proper authority.



Robert C. Rodman
Notary Public
Residing at: Summit Co Utah

00436643 Bk00905 Pg00477

EXHIBITS

EXHIBIT A PROPERTY DESCRIPTION

**EXHIBIT B TABLE FROM PLAT ON HOUSE SIZES AND BUILDING ZONE
MAXIMUMS, INCLUDE REFERENCE TO GARAGES AND SIDE
FRONT AND REAR SET BACKS**

EXHIBIT C AMENITY PARCEL DESCRIPTION

EXHIBIT D PHASE II PROPERTY

00436643 Bk00905 Pg00478

EXHIBIT "A"

HIDDEN MEADOW SUBDIVISION PHASE 1
BOUNDARY DESCRIPTION
May 10, 1995

Beginning at a point on the northerly end line of the Emma mining claim North 77° 39' 13" West 251.53 feet from the Northeast corner of the Emma mining claim, said point is located North 4133.38 feet and East 2713.23 feet from the East Quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the northerly end of the Emma, the Emily No. 2, and the Hope No. 2 mining claims (Mineral Survey 3262) North 77° 39' 13" West 1375.42 feet more or less; thence along the westerly end line of the Gasoline Alley No. 6 mining claim (Mineral Survey 6992) North 28° 59' 00" West 222.56 feet more or less; thence along the southerly side line of the Ina mining claim (Mineral Survey 5490) North 59° 06' 00" East 465.36 feet more or less; thence along the southerly side line of the Bessie mining claim (Mineral Survey 5552) North 61° 01' 00" East 1500.00 feet more or less; thence along the easterly end line of the Bessie mining claim North 38° 40' 43" West 14.26 feet; thence along the Chatham Crossing Subdivision boundary (Recorded Instrument Number 179465 in the Office of the Summit County Recorder) the following four courses:) 1) North 61° 10' 55" East (Plat North 61° 05' 58" East) 46.56 feet; thence 2) North 41° 14' 05" West (Plat North 41° 19' 02" West) 1317.38 feet; thence 3) South 39° 55' 03" East (Plat East) 595.29 feet; thence 4) North 0° 04' 57" East (Plat North) 785.35 feet; thence along the northerly side line of the Woodrow No. 1 mining claim (Mineral Survey 6792) North 60° 10' 00" East 509.54 feet more or less; thence along the northerly side line of the Woodrow No. 2 mining claim North 62° 56' 19" East 1501.54 feet; thence along the westerly end line of the Glegg No. 1 mining claim (Mineral Survey 6792) North 44° 04' 01" West 31.07 feet; thence along the northerly side line of the Glegg No. 1 mining claim North 75° 55' 00" East 1435.63 feet more or less; thence along the southerly end line of the Potosi mining claim (Mineral Survey 6192) North 78° 41' 14" East 40.19 feet; thence along easterly side line of the Potosi mining claim North 53° 33' 00" East 5.10 feet; thence along the northerly side line of the Glegg No. 1 mining claim North 75° 55' 00" East 21.29 feet more or less; thence along the easterly end line of the Glegg No. 1 mining claim South 41° 00' 00" East 643.43 feet more or less; thence along the easterly end line of the Glegg No. 2 mining claim South 39° 40' 23" East 393.40 feet; thence along the North line of Section 11 North 88° 47' 03" West 1240.30 feet to the Northwest corner of Section 11; thence South 0° 57' 03" West 714.42 feet; thence South 70° 48' 39" West 20.35 feet; thence South 89° 32' 18" West 124.80 feet; thence South 07° 11' 05" East 317.18 feet to a point on a 50.00 foot radius curve to the right, whose radius point bears South 04° 46' 56" East, thence along the arc of said curve 42.48 feet thru a central angle of 48° 40' 36" to a point on a 15.00 foot radius curve to the left, whose radius point bears North 43° 53' 40" East; thence along the arc

00436643 Bk00905 Pg00479

of said curve 13.05 feet thru a central angle of 49° 51' 38" to a point on a 675.00 foot radius curve to the right, whose radius point bears South 05° 57' 58" East; thence along the arc of said curve 47.10 feet thru a central angle of 03° 59' 53"; thence South 0° 57' 03" West 1451.52 feet to a point on a 50.00 foot radius curve to the left, whose radius point bears North 89° 02' 57" West; thence along the arc of said curve 73.52 feet thru a central angle of 84° 14' 57"; thence North 10° 46' 33" West 34.02 feet; thence South 80° 37' 22" West 628.64 feet; thence North 16° 28' 35" West 238.32 feet; thence North 13° 36' 27" West 50.00 feet; thence South 76° 23' 33" West 64.47 feet to a point on a 290.15 foot radius curve to the left, whose radius point bears South 13° 36' 27" East; thence along the arc of said curve 48.67 feet thru a central angle 09° 36' 38"; thence North 31° 57' 40" West 225.19 feet; thence South 46° 41' 39" West 377.59 feet; thence South 07° 56' 32" East 319.08 feet; thence South 10° 24' 24" West 233.92 feet; thence South 41° 50' 49" West 137.01 feet; thence South 67° 45' 45" West 221.74 feet; thence South 14° 25' 20" East 246.82 feet; thence South 38° 35' 36" East 164.61 feet to the northeast corner of Phase 1, Parcel 1 of Royal Oaks Subdivision Phase I (Recorded instrument No. 352414 in the office of the Summit County Recorder); thence along the north line of said Parcel 1 South 79° 34' 34" West (Plat South 79° 36' 44" West) 160.00 feet; thence along the north line of said Parcel 1 South 69° 24' 48" West (Plat South 69° 26' 58" West) 65.28 feet; thence along The Oaks at Deer Valley (Recorded instrument No. 311418 in the office of the Summit County Recorder) boundary line South 68° 57' 50" West (Plat South 69° 00' 00" West) 59.25 feet; thence along The Oaks at Deer Valley boundary line South 48° 57' 50" West (Plat South 49° 00' 00" West) 300.00 feet; thence North 65° 36' 22" West 331.48 feet to a point on a 538.60 foot radius curve to the left, whose radius point bears South 60° 33' 01" East; thence along the arc of said curve 335.95 feet thru a central angle of 35° 44' 16"; thence South 06° 17' 17" East 477.78 feet to a point on a 125.00 foot radius curve to the left, whose radius point bears North 83° 42' 43" East; thence along the arc of said curve 18.63 feet thru a central angle of 08° 32' 16"; thence along The Oaks at Deer Valley boundary line South 81° 46' 37" West (Plat South 81° 48' 47" West) 50.24 feet to a point on a 175.00 foot radius curve to the right, whose radius point bears North 77° 03' 57" East; thence along the arc of said curve 20.30 feet thru a central angle of 06° 38' 46"; thence North 06° 17' 17" West 477.78 feet to a point on a 588.60 foot radius curve to the right, whose radius point bears North 83° 42' 43" East; thence along the arc of said curve 214.78 feet thru a central angle of 20° 54' 26"; thence North 68° 29' 02" West 229.73 feet; thence South 46° 04' 16" West 126.36 feet; thence South 11° 47' 28" West 170.03 feet to the point of beginning. Description contains 226.42 acres. The Basis of Bearing for the above description is South 00° 30' 11" West between the East Quarter corner and the southeast corner of Section 16.

Y:\VC\HMBRY3.DES

00436643 Bk00905 Pg00480

EXHIBIT "A"

HIDDEN MEADOW SUBDIVISION PHASE 2
BOUNDARY DESCRIPTION
April 19, 1995

Beginning at the Northwest corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North line of Section 11 South 88° 47' 03" East 1240.30 feet; thence along the easterly end line of the Glegg No. 2 mining claim (Mineral Survey 6792) South 39° 40' 23" East 215.18 feet; thence along the easterly end line of the Glegg No. 3 mining claim South 38° 46' 13" East 606.70 feet; thence along the Southerly side line of the Glegg No. 3 mining claim South 75° 52' 07" West 1501.92 feet; thence along the Southerly line of the Woodrow No. 6 mining claim South 63° 17' 52" West 360.03 feet; thence North 0° 57' 03" East 142.10 feet to a point on a 675.00 foot radius curve to the left, whose radius point bears South 01° 58' 05" East; thence along the arc of said curve 47.10 feet thru a central angle of 03° 59' 53" to a point on a 15.00 foot radius curve to the right, whose radius point bears North 05° 57' 58" West; thence along the arc of said curve 13.05 feet thru a central angle of 49° 51' 38" to a point on a 50.00 foot radius curve to the left, whose radius point bears South 43° 53' 40" West; thence along the arc of said curve 42.48 feet thru a central angle of 48° 40' 36"; thence North 07° 11' 05" West 317.18 feet; thence North 89° 32' 18" East 124.80 feet; thence North 70° 48' 39" East 20.35 feet; thence North 0° 57' 03" East 714.42 feet to the point of beginning. Description contains 32.73 acres.

Y:VC/DOCS/HMBRY2.DES

00436643 Bk00905 Pg00481

TABLE B

EXHIBIT "B"

LOT #	SQUARE FEET	MAXIMUM FLOOR AREA	MAXIMUM SITE DISTURBANCE
LOT 1	77,447 S.F.	8,500 S.F.	12,000 S.F.
LOT 2	54,540 S.F.	7,250 S.F.	10,000 S.F.
LOT 3	49,336 S.F.	7,250 S.F.	10,000 S.F.
LOT 4	81,380 S.F.	8,500 S.F.	12,000 S.F.
LOT 5	157,921 S.F.	10,000 S.F.	14,000 S.F.
LOT 6	74,821 S.F.	8,500 S.F.	12,000 S.F.
LOT 7	55,352 S.F.	7,250 S.F.	10,000 S.F.
LOT 8	64,921 S.F.	7,250 S.F.	10,000 S.F.
LOT 9	81,303 S.F.	8,500 S.F.	12,000 S.F.
LOT 10	281,972 S.F.	10,000 S.F.	16,000 S.F.
LOT 11	122,989 S.F.	10,000 S.F.	16,000 S.F.
LOT 12	80,190 S.F.	8,500 S.F.	12,000 S.F.
LOT 13	81,388 S.F.	8,500 S.F.	12,000 S.F.
LOT 14	76,228 S.F.	8,500 S.F.	12,000 S.F.
LOT 15	64,790 S.F.	7,250 S.F.	10,000 S.F.
LOT 16	58,077 S.F.	7,250 S.F.	10,000 S.F.
LOT 17	49,379 S.F.	7,250 S.F.	10,000 S.F.
LOT 18	74,275 S.F.	8,500 S.F.	12,000 S.F.
LOT 19	78,352 S.F.	8,500 S.F.	12,000 S.F.
LOT 20	130,330 S.F.	10,000 S.F.	14,000 S.F.
LOT 21	128,150 S.F.	10,000 S.F.	14,000 S.F.
LOT 22	98,309 S.F.	10,000 S.F.	14,000 S.F.
LOT 23	118,896 S.F.	10,000 S.F.	14,000 S.F.
LOT 24	125,517 S.F.	10,000 S.F.	14,000 S.F.
LOT 25	80,976 S.F.	8,500 S.F.	12,000 S.F.
LOT 26	186,994 S.F.	10,000 S.F.	16,000 S.F.
LOT 27	90,053 S.F.	10,000 S.F.	14,000 S.F.
LOT 28	60,918 S.F.	7,250 S.F.	10,000 S.F.
LOT 29	64,391 S.F.	7,250 S.F.	10,000 S.F.
LOT 30	48,547 S.F.	7,250 S.F.	10,000 S.F.
LOT 31	43,069 S.F.	6,000 S.F.	10,000 S.F.
LOT 32	39,189 S.F.	6,000 S.F.	10,000 S.F.
LOT 33	39,308 S.F.	6,000 S.F.	10,000 S.F.
LOT 34	41,301 S.F.	6,000 S.F.	10,000 S.F.
LOT 35	45,723 S.F.	7,250 S.F.	10,000 S.F.
LOT 36	37,722 S.F.	6,000 S.F.	10,000 S.F.
LOT 37	42,690 S.F.	6,000 S.F.	10,000 S.F.
LOT 38	42,063 S.F.	6,000 S.F.	10,000 S.F.
LOT 39	37,052 S.F.	6,000 S.F.	10,000 S.F.
LOT 40	44,458 S.F.	7,250 S.F.	10,000 S.F.
LOT 41	29,535 S.F.	6,000 S.F.	10,000 S.F.
LOT 42	39,381 S.F.	6,000 S.F.	10,000 S.F.
LOT 43	75,089 S.F.	8,500 S.F.	12,000 S.F.
LOT 44	98,348 S.F.	10,000 S.F.	14,000 S.F.
LOT 45	57,471 S.F.	7,250 S.F.	10,000 S.F.

00436643 Bx00905 P=00482

EXHIBIT "C"

HIDDEN MEADOW SUBDIVISION
RECREATION OPEN SPACE PARCEL 3

Beginning at a point North 5704.31 feet and East 3793.03 feet from the East Quarter Corner of Section 16, Township 2 South, Range 4 east, Salt Lake Base and Meridian; and running thence North 88° 19' 31" West 353.13 feet to a point on a 88.00 foot radius curve to the right, whose radius point bears North 1° 40' 29" East; thence along the arc of said curve 266.24 feet thru a central angle of 173° 20' 48"; thence North 85° 01' 17" East 339.08 feet to a point on a 148.70 foot radius curve to the right, whose radius point bears South 4° 58' 43" East; thence along the arc of said curve 119.05 feet thru a central angle of 45° 52' 18" to a point on a 15.00 foot radius curve to the right, whose radius point bears South 40° 53' 36"; thence along the arc of said curve 26.22 feet thru a central angle of 100° 08' 48" to a point on a 201.21 foot radius curve to the left, whose radius point bears South 51° 02' 24" West; thence along the arc of said curve 165.45 feet thru a central angle of 47° 06' 47" to a point on a 15.00 foot radius curve to the right, whose radius bears North 86° 04' 23" West; thence along the arc of said curve 22.97 feet thru a central angle of 87° 44' 52" to the point of beginning. Description contains 2.09 acres. The basis of Bearing for the above description is South 00° 30' 11" West between the East Quarter corner and the southeast corner of Section 16.

Y:\VC\DOCS\HM-R03.DES

00436643 Bx00905 Pg00483

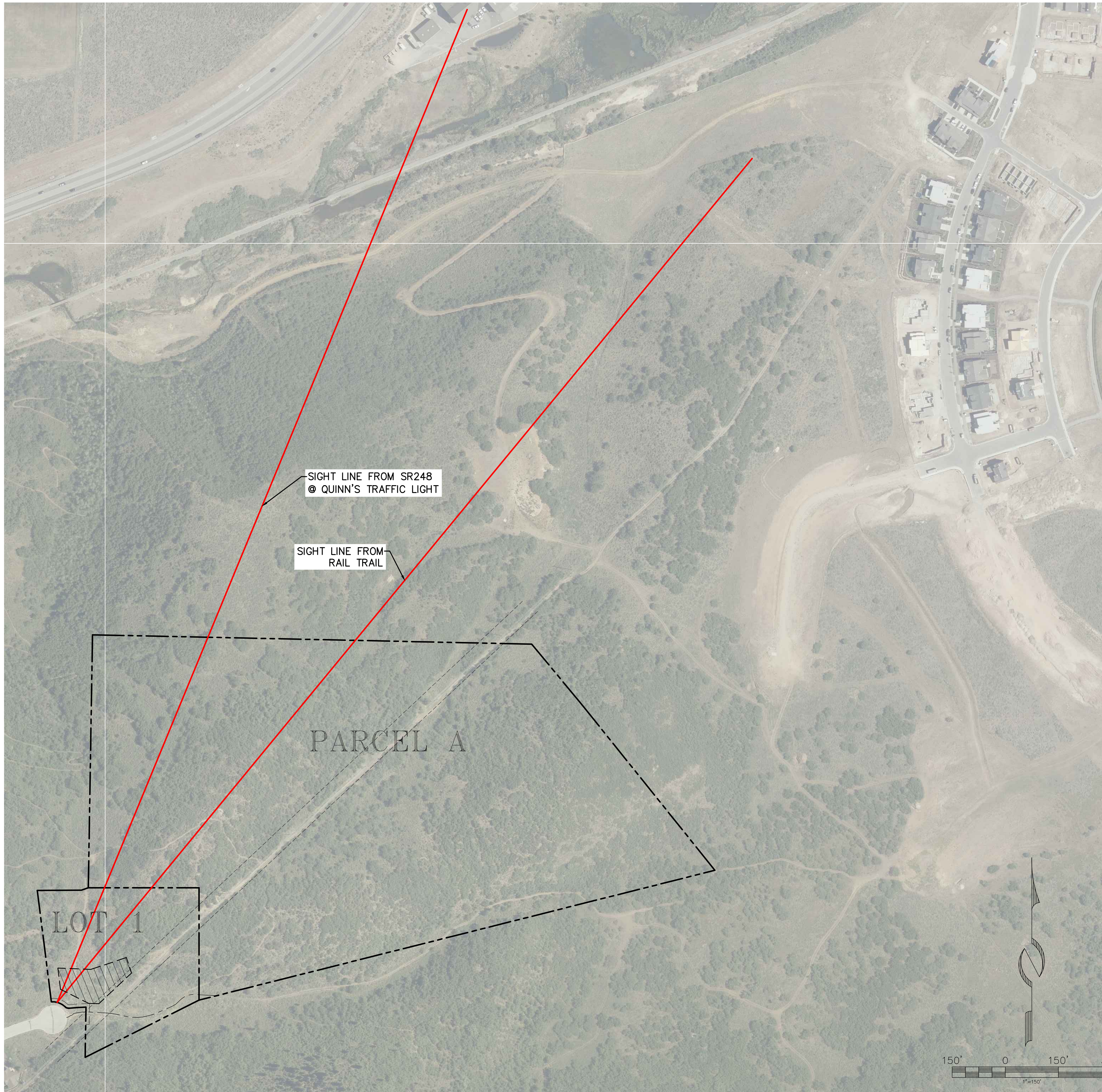
EXHIBIT "D"

HIDDEN MEADOW SUBDIVISION PHASE 2
BOUNDARY DESCRIPTION
April 19, 1995

Beginning at the Northwest corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North line of Section 11 South 88° 47' 03" East 1240.30 feet; thence along the easterly end line of the Glegg No. 2 mining claim (Mineral Survey 6792) South 39° 40' 23" East 215.18 feet; thence along the easterly end line of the Glegg No. 3 mining claim South 38° 46' 13" East 606.70 feet; thence along the Southerly side line of the Glegg No. 3 mining claim South 75° 52' 07" West 1501.92 feet; thence along the Southerly line of the Woodrow No. 6 mining claim South 63° 17' 52" West 360.03 feet; thence North 0° 57' 03" East 142.10 feet to a point on a 675.00 foot radius curve to the left, whose radius point bears South 01° 58' 05" East; thence along the arc of said curve 47.10 feet thru a central angle of 03° 59' 53" to a point on a 15.00 foot radius curve to the right, whose radius point bears North 05° 57' 58" West; thence along the arc of said curve 13.05 feet thru a central angle of 49° 51' 38" to a point on a 50.00 foot radius curve to the left, whose radius point bears South 43° 53' 40" West; thence along the arc of said curve 42.48 feet thru a central angle of 48° 40' 36"; thence North 07° 11' 05" West 317.18 feet; thence North 89° 32' 18" East 124.80 feet; thence North 70° 48' 39" East 20.35 feet; thence North 0° 57' 03" East 714.42 feet to the point of beginning. Description contains 32.73 acres.

Y:VC/DOCS/HMBRY2.DES

00436643 Bx00905-Ps00484



RIDGELINE IMPACT STUDY

LOCATED IN THE NORTHEAST QUARTER OF SECTION 10 & THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

(435) 649-9467

Alliance
Engineering Inc

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

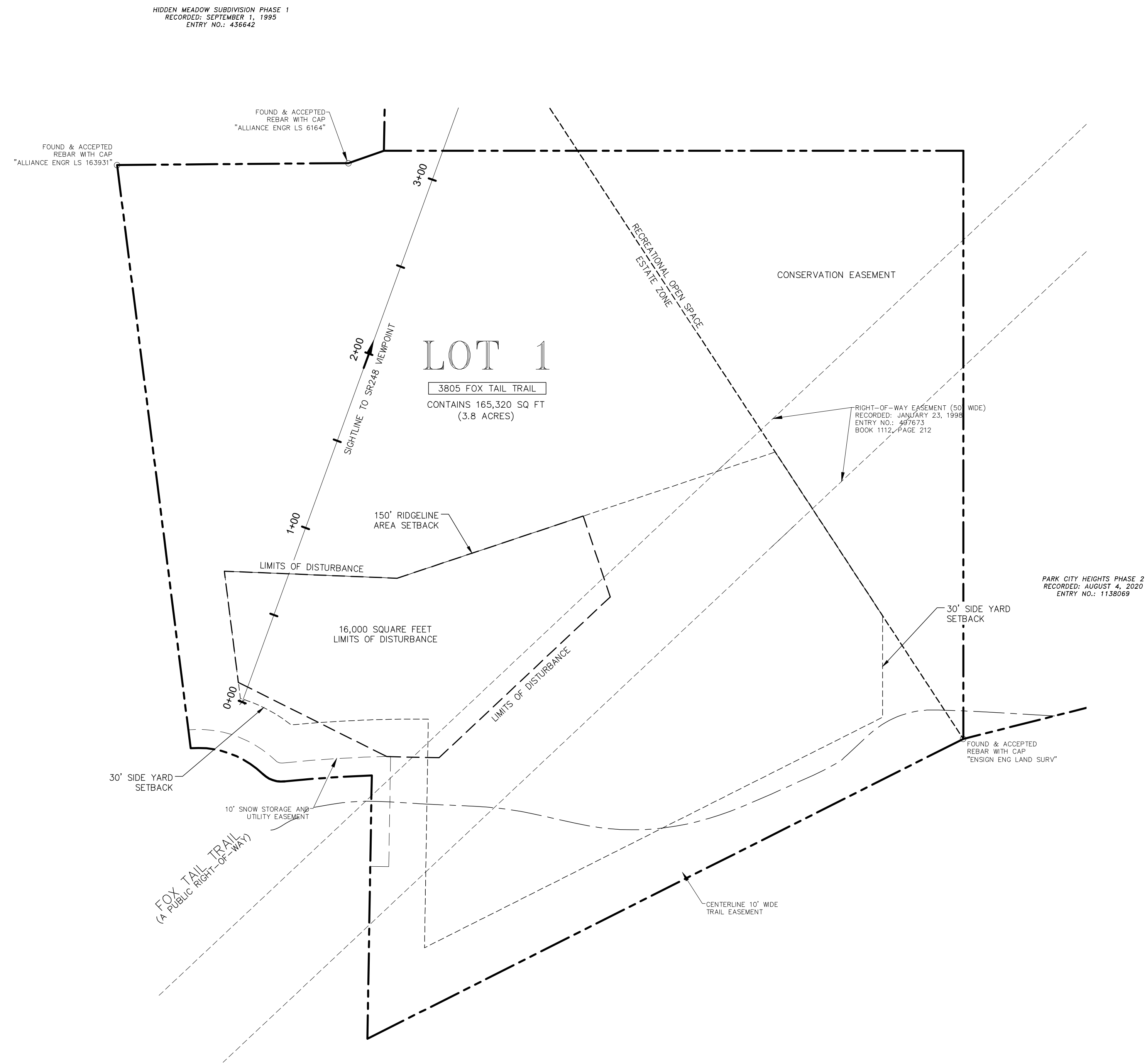
STAFF:
MICHAEL DEMKOWICZ
BRAYLON ROSE

DATE: 5/3/22

RIDGELINE IMPACT STUDY
FOX TAIL SUBDIVISION

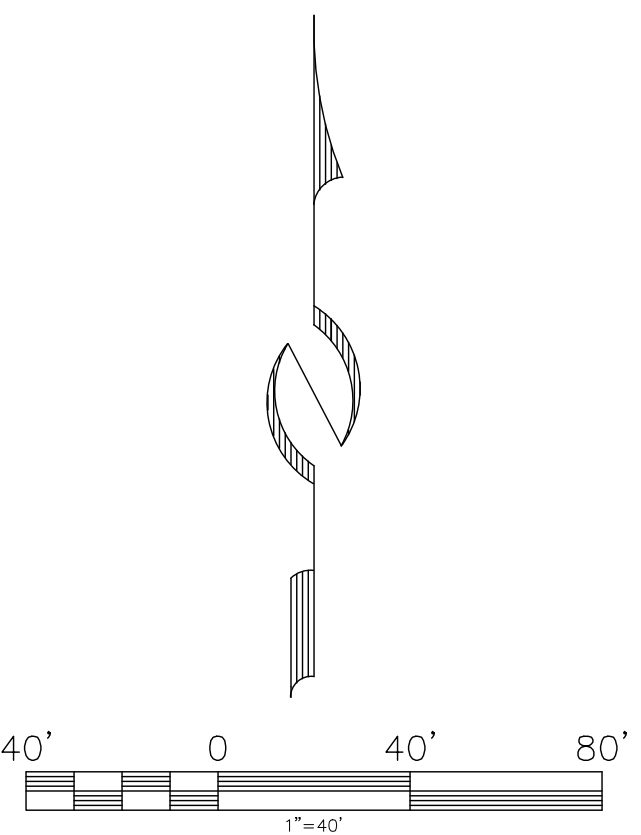
FOR: REDUS
JOB NO.: 19-11-20
FILE: X:\TheOaks\dwg\sr\plat2020

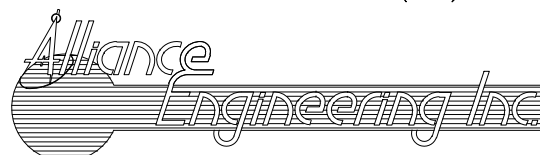
SHEET
1
OF
5

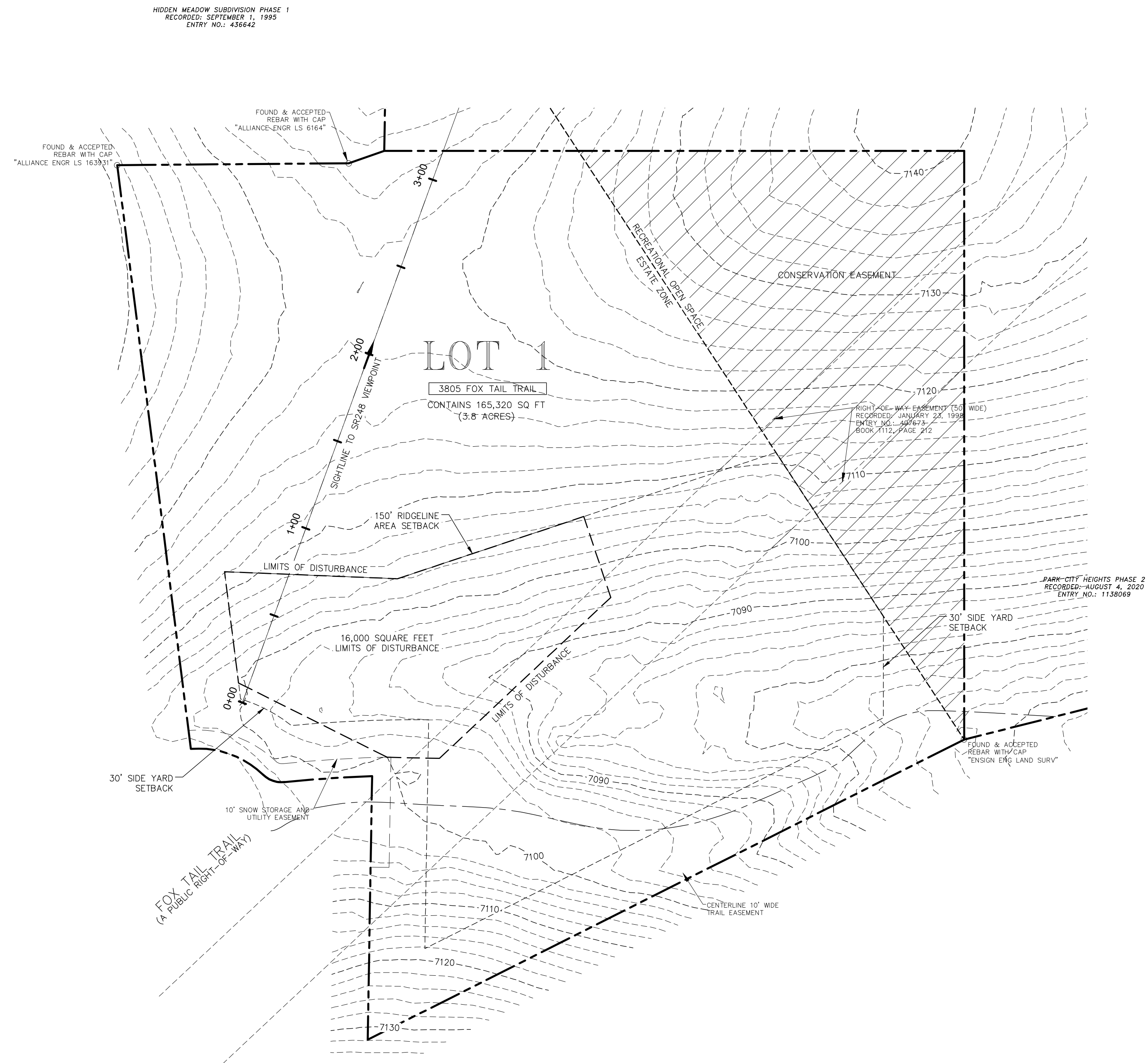


RIDGELINE IMPACT STUDY

LOCATED IN THE NORTHEAST QUARTER OF SECTION 10 & THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

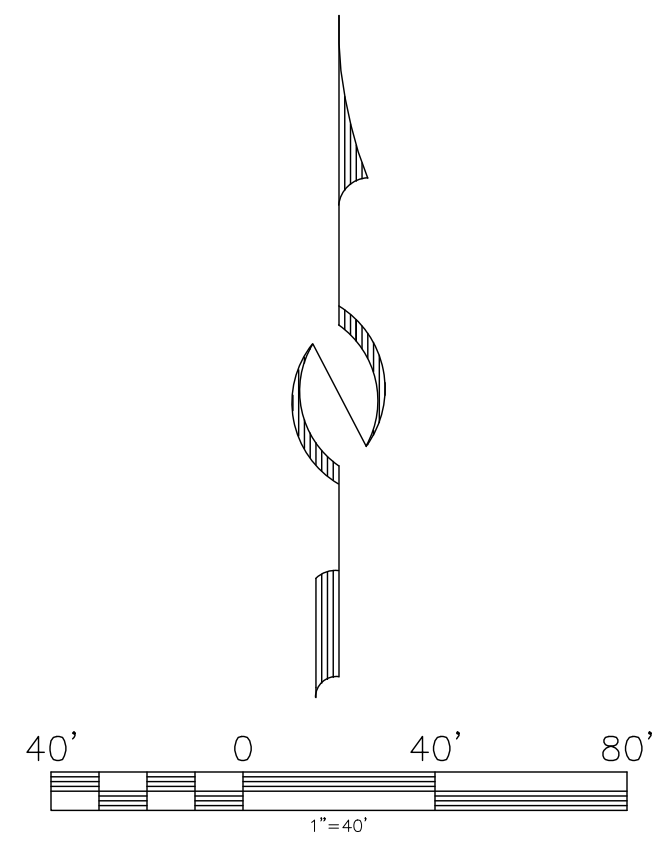


 (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: MICHAEL DEMKOWICZ BRAYLON ROSE DATE: 5/3/22	RIDGELINE IMPACT STUDY FOX TAIL SUBDIVISION FOR: REDUS JOB NO.: 19-11-20 FILE: X:\TheOaks\dwg\sr\plat2020	SHEET 2 OF 5
---	--	--	---

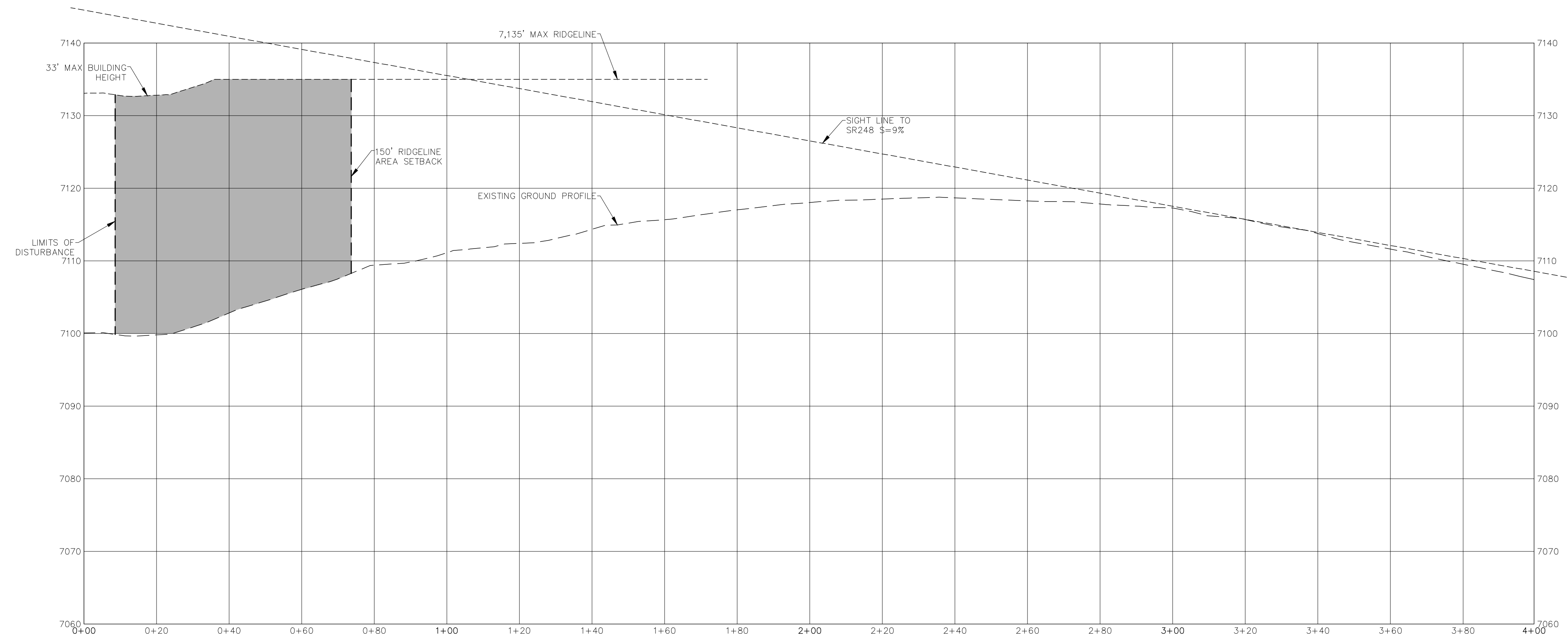


RIDGELINE IMPACT STUDY

LOCATED IN THE NORTHEAST QUARTER OF SECTION 10 & THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street, P.O. Box 2664 Park City, Utah 84060-2664	(435) 649-9467 STAFF: MICHAEL DEMKOWICZ BRAYLON ROSE	RIDGELINE IMPACT STUDY FOX TAIL SUBDIVISION	SHEET 3 OF 5
	DATE: 5/3/22	FOR: REDUS JOB NO.: 19-11-20 FILE: X:\TheOaks\dwg\sr\plot2020	

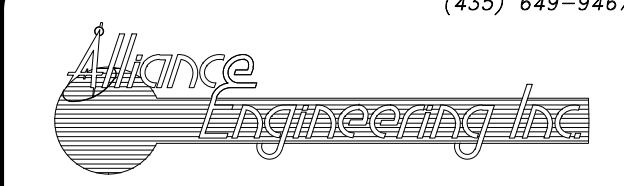


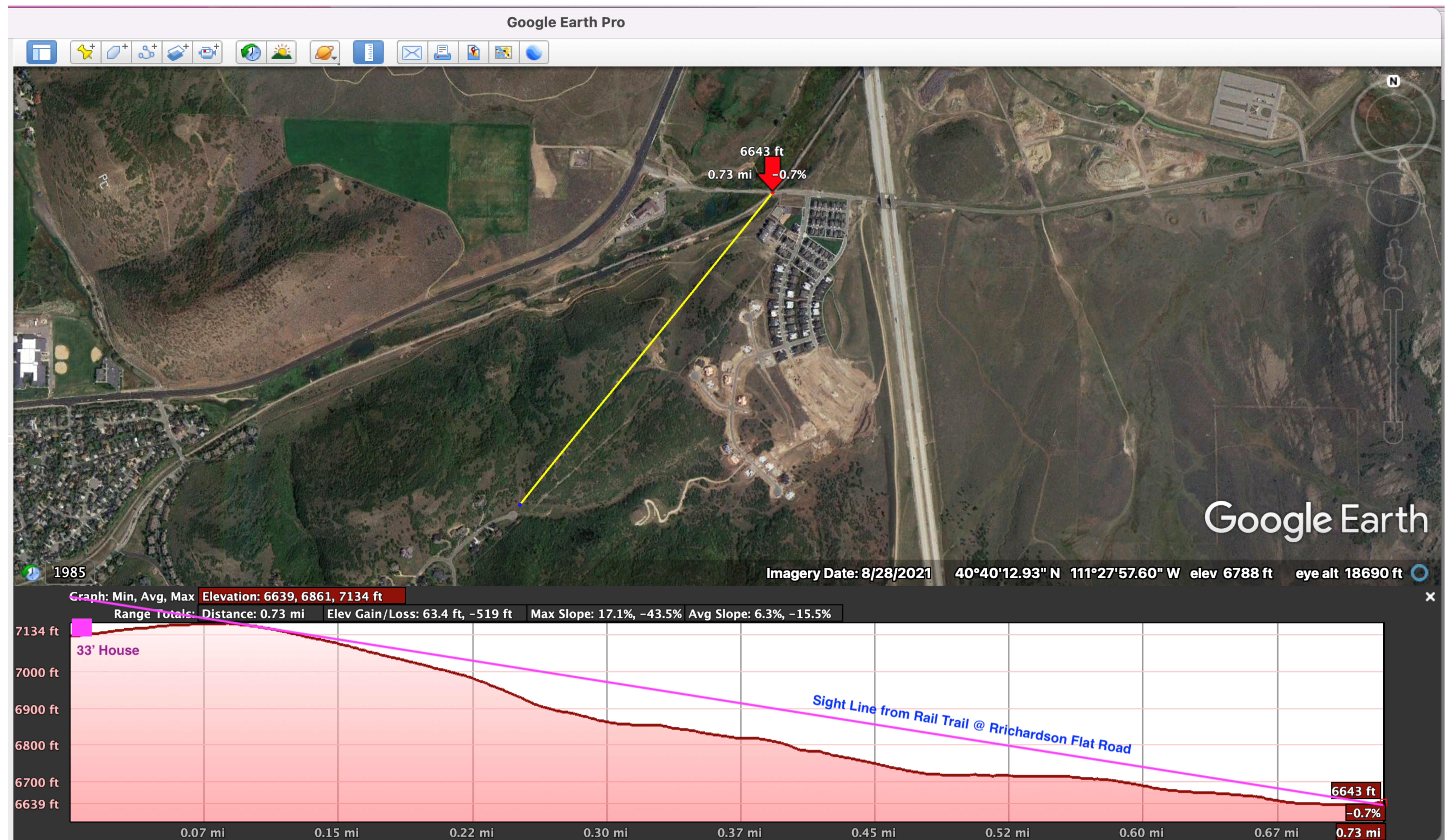
PROFILE FROM SR248 VIEWPOINT

SCALE: H=20', V=10'

RIDGELINE IMPACT STUDY

LOCATED IN THE NORTHEAST QUARTER OF SECTION 10 & THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

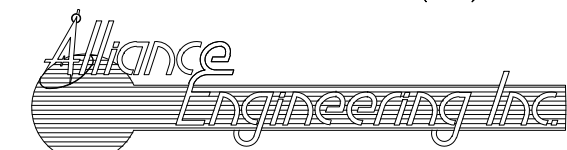
 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	(435) 649-9467 STAFF: MICHAEL DEMKOWICZ BRAYLON ROSE	RIDGELINE IMPACT STUDY FOX TAIL SUBDIVISION FOR: REDUS JOB NO.: 19-11-20 FILE: X:\TheOaks\dwg\sr\plat2020	SHEET 4 OF 5
	DATE: 5/3/22		



PROFILE FROM RAIL TRAIL VIEWPOINT

RIDGELINE IMPACT STUDY

LOCATED IN THE NORTHEAST QUARTER OF SECTION 10 & THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

 (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: MICHAEL DEMKOWICZ BRAYLON ROSE DATE: 5/3/22	RIDGELINE IMPACT STUDY FOX TAIL SUBDIVISION FOR: REDUS JOB NO.: 19-11-20 FILE: X:\TheOaks\dwg\sr\plat2020	SHEET 5 OF 5
---	---	--	---

August 8, 2022

Mayor
Members of City Council

Re: 3805 Fox Tail Trail Subdivision request

Dear Mayor and Members of the City Council:

Thank you for taking time to consider this letter. I do not understand all the issues you must consider in the above-referenced matter, but I feel the need to correct a couple of misperceptions that seem to have been communicated to you.

- This is not a 33-acre tract. It is two adjoining tracts: a platted 3+ acre tract zoned Estate (Lot 26) and 29+ acres zoned Recreational Use Only.
- We do not dispute the developer's right to build on Lot 26. Subject to the city's restrictions, it is his property and he can do whatever he wants with it.
- The developer wants to build a 10,000 sq. ft. residence. But Lot 26 will not accommodate that structure. Hence, his request that you modify Lot 26 to accommodate his desires. This request is our sole objection.
- We request that you not cannibalize Recreational Use land and add it to Lot 26 just so the expanded Lot 26 can accommodate a 10,000 sq. ft. house. That is all we oppose. The developer has no "right" to a 10,000 sq. ft. house and there is no reason for the city to accommodate him by changing Lot 26.
- This proposed new Lot 26 would be privately owned and fenced, but it would split between Estate and Recreational Use zoning by an invisible line. I have found no other residential property split like this. This split-zoning to permit larger houses would, I believe, set an undesirable precedent that would be relied upon by other developers in the future.

We ask you to deny that portion of this matter that expands Lot 26 to include the land currently zoned Recreational Use Only.

August 8, 2022
Page 2

Very truly yours,

A handwritten signature in blue ink that reads "Randy Johnston". The signature is written in a cursive style with a large, looped "J" and a stylized "R".

Randy Johnston

RJ/ms

May 25, 2022

VIA EMAIL ONLY planning@parkcity.org

Park City Planning Commissioners
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060

*RE: 3805 Fox Tail Trail and Fox Tail Trail Subdivision Proposal
(Inaccuracies in Mr. Ogilvy's Letter to HOA Members)*

Dear Commissioners:

The above referenced applications are set for a hearing before the Commission on June 8. My wife and I own property at 3790 Fox Tail Trail. I regret that I must write to address inaccuracies in a letter Mr. Ogilvy sent to Hidden Meadows HOA members. These same misleading statements have been made to this Commission.

1. Mr. Ogilvy stated that he conferred with 29 homeowners in the Hidden Meadows HOA and he implied all 29 favor this application.

James Letchford, president of the HOA, surveyed our members and located only one member who favors the application. Mr. Bill Ligety now favors the proposal after Mr. Ogilvy agreed to improve Mr. Ligety's undeveloped property (lot 25) by moving a sewer line located on lot 25 as part of this proposal.

2. Mr. Ogilvy stated that a 10,000 ft.² house would be consistent with our neighborhood.

Mr. Ogilvy also made this statement in the very first meeting back in July, 2021. Not true. One of the commissioners asked him to provide a site map showing the 10,000 ft.² houses. He never did. My wife, an architect, asked for the same information and he simply forwarded her the 1995 plat map.

3. **Mr. Ogilvy's reference to the 1995 plat showing that ten lots permitted a 10,000 ft.² house is misleading.** What he doesn't tell you is that not a single one of the 40 houses in Hidden Meadows exceeds 10,000 ft.² (although one comes close).

- Only 1 house exceeds 9000 ft.²
- 5 houses are 8000 ft.² to 9000 ft.²
- 2 houses are 7000 ft.² 8000 ft.²
- 8 houses are 6000 ft.² to 7000 ft.²
- 24 houses are 4000 ft.² to 6000 ft.²

4. **Mr. Ogilvy's comments about our Fox Tail Trail neighborhood ignore the concept of "block continuity".**

- None of the six largest houses in the HOA are near Fox Tail Trail. The houses around Fox Tail Trail do not exceed 6000 ft.² Most are less than 5000 ft.² - one half the size of his requested development.
- Of the six largest houses, five are next door to each other on Foxwood Ct. (about a half-mile from this project). The sixth sits high on the backside of a hill behind Fox Tail Trail, on Sun Ridge Cove. None are even within sight of Fox Tail Trail.

5. **Mr. Ogilvy says since 1995 it has been contemplated that lot 26 would have a 10,000 ft.² house.** But what about 2022? We have an existing neighborhood on Fox Tail Trail, with restrictions on areas of disturbance, ridgeline, zoning, and setback. Mr. Ogilvy has cherry-picked one thing from 1995 that might favor him, while ignoring all other 1995 contemplations, like the fact that lot 26 was intended to be a part of the Hidden Meadows HOA, and no construction could begin before the platting of Phase Two of Hidden Meadows.

6. **Mr. Ogilvy claims to have heard our concern over nightly rentals.** All Mr. Ogilvy proposes is a plat restriction with no enforcement mechanism. I direct the Commission to the existing plat: it states that no

Commissioners
May 25, 2022
Page 3

construction will begin on lot 26 until Hidden Meadows Phase two is platted. Yet Mr. Oglivy seeks to build there without Phase Two platting.

I'm enclosing with this letter a color-coded chart that shows the size of houses in Hidden Meadows as they exist today - 2022. You can see that a 10,000 ft.² house at the bottom of the Fox Tail Trail cul-de-sac completely disrupts the block continuity and is inconsistent with our neighborhood.

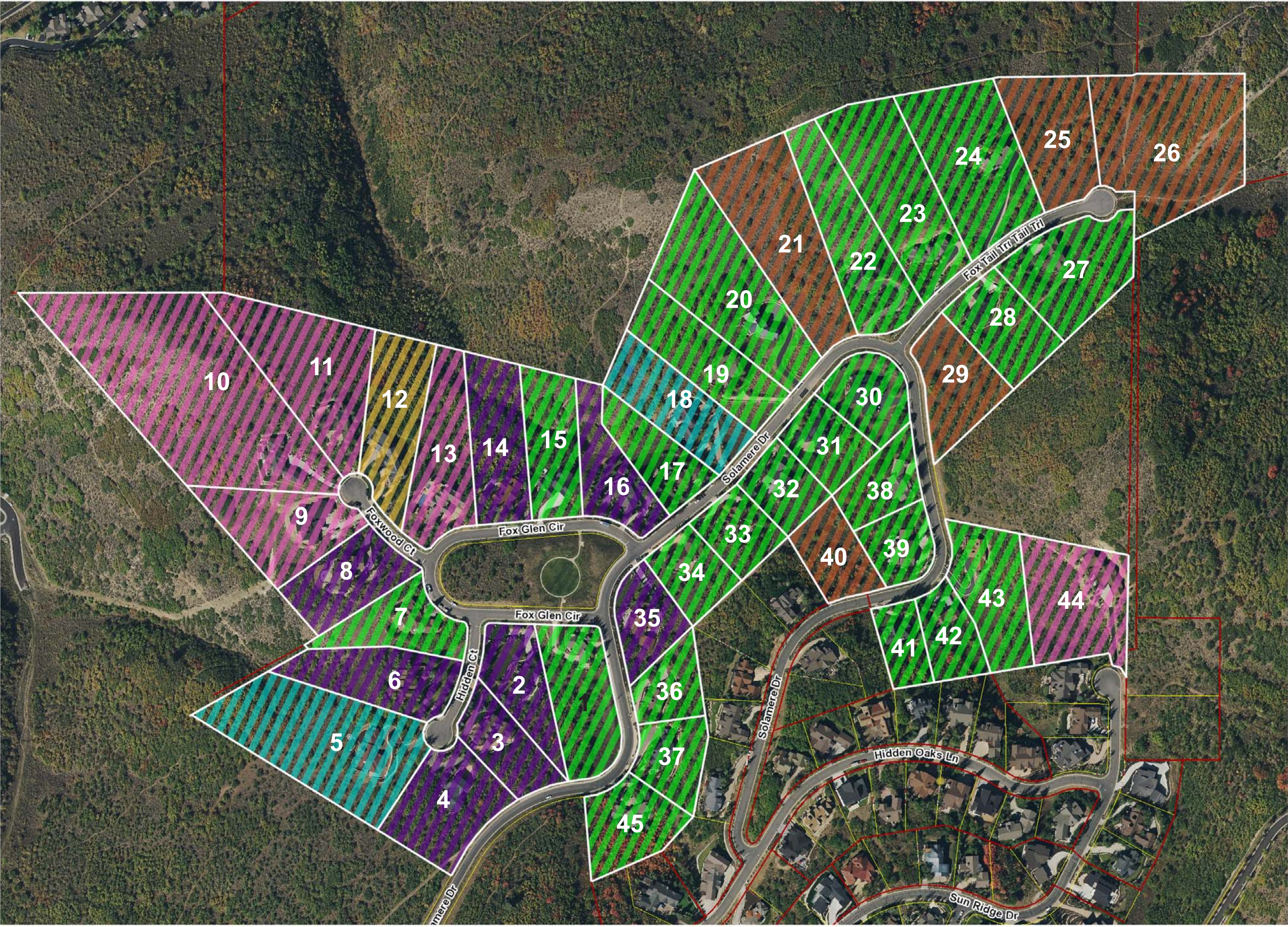
Thank you for your consideration of these points in the opportunity to correct Mr. Oglivy's misleading statements. Please deny these applications.

Very truly yours,

A handwritten signature in blue ink that reads "Coyt Randal Johnston". The signature is written in a cursive, flowing style with a large initial 'C'.

Coyt Randal Johnston

cc: James Letchford, Pres.
Hidden Meadows HOA



LEGEND	
# OF LOTS	RANGE IN SQFT
24	4,000 - 6,000 SQFT
8	6,000 - 7,000 SQFT
2	7,000 - 8,000 SQFT
5	8,000 - 9,000 SQFT
1	9,000 - 10,000 SQFT
4	LAND

HIDDEN MEADOW SUBDIVISION

**Statement of Joan Card, 3764 Fox Tail Trail, on 3805 Fox Tail Trail Subdivision Matter
Before the Planning Commission, June 22, 2022**

Thanks for the opportunity to provide comments. My name is Joan Card and my husband is here too, Andy Dannerbeck. We own the property and live with our college-aged daughter in the home at 3764 Fox Tail Trail, Hidden Meadows, Lot 28. We have been Park City residents since 2002.

Greater Fox Tail Trail is a beautiful spot. Fox Tail Trail is a residential street, a cul de sac, and a hiking and biking trail. The lots on Fox Tail Trail are the eastmost lots in what I understand to be United Park City Mines Company's first foray into residential development—Hidden Meadows. On our side of the street, the Rocky Mountain Power line limits development opportunities making the cost of lots attainable to Park City locals who built our house in 2006, Steve and Charlene Brewster, and the Johnston's house next door, built and occupied by Fred and KK Heslop. We're certainly among the smallest houses in the subdivision and the power line's constraints limits development opportunities on lot 29, next to us, which remains vacant and owned by a long-time local, Mark Lampe.

Fox Tail Trail, the street and the cul de sac, are used by many as trailheads—access to zoned and dedicated Open Space, by far this community's most important and popular amenity. On a daily basis—and literally hourly in the mornings, evenings, and weekends—people walk their dogs, hike, and bike past our house for either a quick walk around the lower Fox Tail Trail loop or after a ride on Lost Prospector topping out in the cul de sac to head back home or to climb again to Snow Top or another trail toward the Deer Valley resort network. The property at issue in tonight is a community amenity. Please don't assume that the only people who care about what happens or have a stake in this spot are those who send written comments or attend the Planning Commission meetings.

Further to the point about the importance of the Open Space accessed from Fox Tail Trail and the cul de sac, the City installed trail markers in the center of the privately-owned Lot 26 to guide the many users as trailhead markers, leading users for at least more than two decades to understand this property is *de facto* open space and open for recreation use. Why would the City do this?

I surmise City staff viewed Hidden Meadows Lot 26 the way I have long viewed Lot 26 as a homeowner and former City employee. During 2010-2013 I was the City's Environmental Regulatory Program Manager and my responsibilities centered on understanding the environmental legacy of hard rock mining here, and specifically understanding the roles and responsibilities of United Park City Mines Company and its parent at the time, Talisker. That's how I came upon a plat map of my subdivision--the map that shows Lot 26 in the subdivision and that the records indicated was owned by the Mine Company—a lot that to my knowledge was never marketed for sale by the Mine Company, never proposed for development by the Mine Company, and in my eyes, those of my neighbors—and I suspect the many Fox Tail Trail trailhead users—never would be. This also, I believe, is the reason, or a reason, the City would install trail markers in the middle of Lot 26. Perhaps, like me, City staff have only recently learned that the recorded plat for our subdivision does not include Lot 26, despite the indications on the former map I had seen and maintained in City files. That fact has come as a surprise and is new information that is relevant to your decision on the bank's application.

Long story short, the Mine Company and Talisker simultaneously avoided their responsibilities to pay for their legacy of environmental contamination in our community and profited from the development on their lands at and near Deer Valley Resort as well as their controversial, painful sale of Park City Mountain Resort to Vail. Somehow, that way of doing their business resulted in bankruptcy and the bank lost its bet that the Mine Company and Talisker were worthy creditors, having acquired Lot 26 and adjacent lands (among other parcels throughout the area) through foreclosure. Here we are now, the City, the Planning Commission, the neighborhood, and the myriad trail users, facing an unexpected application to create a new stand-alone subdivision and permit a 10,000 square foot house, disrupting the historic use of this special piece of land down the street and our collective community expectations about it.

The standard for your action on that application is “good cause.” According to the staff report, good cause means “providing positive benefits,” including providing “public amenities and benefits” and “preserving the character of the neighborhood and Park City and furthering the health, safety, and welfare of the Park City Community.” In short, the application requires “goodness.” Given the context I’ve tried to describe here and the impact on our enjoyment of our property, the impact on our neighborhood, and the impact on trailhead users, the applicant’s demonstration to you that its proposal is “good” for Park City is not only legally required, but vitally important. I see little if anything in the proposal or staff report that shows “good cause” in the context I’ve tried to describe here. Further to the point, “good cause” is satisfied with findings that the proposal “meets the land management code” or “is better than the initial proposal.” A “good cause” demonstration and finding must be made in a larger, community-focused context to ensure the “furtherance of the health, safety, and welfare of the Park City community” as the staff report implores you, and we implore you, to do.

Finally, the Planning Commission is not an application mill. The Planning Commission represents the people of Park City to make findings and recommendations to our elected leaders that are based in “good cause”—*goodness* for me, my immediate neighbors, and the greater community. You have a very difficult job and I appreciate your service. I can see how you might feel like you are little more than an application processing body. But you are not. You are appointed to represent us as landowners, residents, and living breathing members of this community. Unfortunately, to this point, we feel unrepresented in the face of the bank’s application. We have not been consulted or included by the bank or the City staff in the development of the proposal except through the hearing process and our own efforts to contact them. The provision of limited information by the applicant’s representative and Commission packet materials is not consultation or inclusion. This approach has left us with the seemingly inadequate opportunity to write letters and provide comments in reaction to the application and staff findings. I wish for more from the City government that I really respect and admire and used to be a part of. And this is why your representation of me, my family, and other community members—present and not present—is so important to us and to the City Council that you advise.

On behalf of my family, our request is that you do not approve the application before you tonight. Thank you.

I’d be delighted to answer any questions and I offer a copy of these comments to submit to the written record.

WHEN RECORDED, RETURN TO:

REDUS PARK CITY LLC
c/o Wells Fargo Bank, N.A.
Attn: June Merritt
1 Independent Drive
8th Floor, Suite 810
Jacksonville, FL 32202

APN: _____

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (this “**Declaration**”) is executed by REDUS PARK CITY LLC, a Delaware limited liability company (the “**Declarant**”), for the benefit of PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation (the “**City**”), this ____ day of _____, 2022, to be effective as of the date it is recorded in the Summit County, Utah Recorder’s Office (the “**Effective Date**”).

RECITALS

WHEREAS, Declarant is developing a project located at approximately 3805 Fox Tail Trail, Park City, Summit County, State of Utah (the “**Project**”);

WHEREAS, a portion of the Project, approximately nine-tenths (.9) acre in size and more particularly described on **Exhibit A** attached hereto and depicted on **Exhibit B** attached hereto (the “**Easement Area**”), is the subject of this Declaration; and

WHEREAS, Declarant has agreed to execute and record this Declaration for the purpose of subjecting the Easement Area to the Restrictive Covenant (defined below), as set forth herein.

NOW THEREFORE, Declarant hereby declares as follows:

DECLARATION

1. Recitals. The Recitals set forth above are true and correct, are hereby incorporated into this Declaration as a part hereof.
2. Restrictive Covenant. Declarant hereby declares that the Easement Area shall be subject to the following restrictive covenant (the “**Restrictive Covenant**”): (i) no structures shall be constructed upon the Easement Area; (ii) grading shall not be permitted upon the Easement Area except for private pedestrian trails; (iii) no significant vegetation shall be removed from the Easement Area except pruning to construct and maintain private pedestrian trails shall be permitted; and (iv) the Easement Area shall not be used for the keeping or grazing of horses.
3. Runs With the Land; Assignment. All provisions of this Declaration, including the benefits and burdens, shall run with the land and are binding upon and shall inure to the benefit of the respective successors and permitted assigns of Declarant and the City. The benefit of the Restrictive Covenant is personal to the City and may not be assigned or transferred without the prior written consent of Declarant or Declarant’s successor-in-title to the Easement Area.
4. Amendment. This Declaration may be amended, restated, revoked, or terminated in whole or in part only by an instrument in writing executed and acknowledged by Declarant and

the City, or their respective successors or permitted assigns, and recorded in the Summit County, Utah Recorder's Office. Nothing contained herein shall create any rights in the general public or any person or entity other than the City.

5. Remedies. The City shall be entitled to exercise any available remedies at law or in equity against the owner or owners of the Easement Area arising out of a breach or failure to comply with the Restrictive Covenant set forth in this Declaration, which remedies shall include, but are not limited to, injunctive relief, specific performance, a declaratory action, damages, or other similar equitable relief.

6. Governing Law. This Declaration and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its conflict of laws principles.

7. Severability. If any term or provision contained in this Declaration shall to any extent be deemed invalid or unenforceable, the remainder of the Declaration shall not be affected thereby, and each remaining term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictive Covenant on the date first above written, to be effective as of the Effective Date.

DECLARANT:

REDUS PARK CITY LLC,
a Delaware limited liability company

By: REDUS PROPERTIES, INC.,
a Delaware corporation
Its: Manager

By: _____
David L. Ash, Senior Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**EXHIBIT A
TO
DECLARATION OF RESTRICTIVE COVENANT**

LEGAL DESCRIPTION OF THE Easement Area

That certain real property located in Summit County, State of Utah, more particularly described as follows:

[TO BE INSERTED]

**EXHIBIT B
TO
DECLARATION OF RESTRICTIVE COVENANT**

DEPICTION OF THE Easement Area

[TO BE INSERTED]

WHEN RECORDED, RETURN TO:

REDUS PARK CITY LLC
c/o Wells Fargo Bank, N.A.
Attn: June Merritt
1 Independent Drive
8th Floor, Suite 810
Jacksonville, FL 32202

APN: _____

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (this “**Declaration**”) is executed by REDUS PARK CITY LLC, a Delaware limited liability company (the “**Declarant**”), for the benefit of HIDDEN MEADOWS HOMEOWNERS ASSOCIATION, INC., a Utah non-profit corporation (the “**Association**”), and PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation (the “**City**”), this ____ day of _____, 2022, to be effective as of the date it is recorded in the Summit County, Utah Recorder’s Office (the “**Effective Date**”).

RECITALS

WHEREAS, Declarant is developing a project located at approximately 3805 Fox Tail Trail, Park City, Summit County, State of Utah (the “**Project**”);

WHEREAS, Lot [#] of the Project, more particularly described on Exhibit A attached hereto and depicted on Exhibit B attached hereto (the “**Lot**”), is the subject of this Declaration; and

WHEREAS, Declarant has agreed to execute and record this Declaration for the purpose of subjecting the Lot to the Restrictive Covenant (defined below), as set forth herein.

NOW THEREFORE, Declarant hereby declares as follows:

DECLARATION

1. Recitals. The Recitals set forth above are true and correct, are hereby incorporated into this Declaration as a part hereof.
2. Restrictive Covenant. Declarant hereby declares that the Lot shall be subject to the following restrictive covenant (the “**Restrictive Covenant**”): The Lot shall be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, a boarding house, a “bed and breakfast”, a VRBO, an AirBnB, or for any other such uses providing accommodation to travelers. No lease of any dwelling unit located on the Lot shall be for a period of less than twelve (12) months. The Lot shall not be used as a timeshare, private residence club, nor under any other fractional ownership arrangement having formal allocation of property use rights among multiple owners. This Restricted Covenant is not intended to limit ownership of the Lot by multiple parties as joint tenants or tenants in common, nor is it intended to limit intermittent use of the Lot as a second home.
3. Runs With the Land; Assignment. All provisions of this Declaration, including the benefits and burdens, shall run with the land and are binding upon and shall inure to the benefit of the respective successors and permitted assigns of Declarant, the Association, and the City. The benefit of the Restrictive Covenant is personal to the Association and the City and may not be

assigned or transferred without the prior written consent of Declarant or Declarant's successor-in-title to the Lot.

4. Amendment. This Declaration may be amended, restated, revoked, or terminated in whole or in part only by an instrument in writing executed and acknowledged by Declarant, the Association, and the City, or their respective successors or permitted assigns, and recorded in the Summit County, Utah Recorder's Office. Nothing contained herein shall create any rights in the general public or any person or entity other than the Association and the City.

5. Remedies. The Association and the City shall be entitled to exercise any available remedies at law or in equity against the owner or owners of the Lot arising out of a breach or failure to comply with the Restrictive Covenant set forth in this Declaration, which remedies shall include, but are not limited to, injunctive relief, specific performance, a declaratory action, damages, or other similar equitable relief.

6. Governing Law. This Declaration and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its conflict of laws principles.

7. Severability. If any term or provision contained in this Declaration shall to any extent be deemed invalid or unenforceable, the remainder of the Declaration shall not be affected thereby, and each remaining term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictive Covenant on the date first above written, to be effective as of the Effective Date.

DECLARANT:

REDUS PARK CITY LLC,
a Delaware limited liability company

By: REDUS PROPERTIES, INC.,
a Delaware corporation
Its: Manager

By: _____
David L. Ash, Senior Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**EXHIBIT A
TO
DECLARATION OF RESTRICTIVE COVENANT**

LEGAL DESCRIPTION OF THE LOT

That certain real property located in Summit County, State of Utah, more particularly described as follows:

[TO BE INSERTED]

**EXHIBIT B
TO
DECLARATION OF RESTRICTIVE COVENANT**

DEPICTION OF THE LOT

[TO BE INSERTED]

Council Agenda Item Report

Meeting Date: September 1, 2022

Submitted by: Michelle Kellogg

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Ordinance 2022-31, an Ordinance Approving The Stag Lodge Phase 1 Fourth Amended Condominium Plat Amending Unit 7, Located at 8200 Royal Street, Park City Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Stag Lodge Unit 7 Staff Report](#)

[Exhibit A: Ordinance No 2022-31 Unit 7](#)

[Exhibit B: Project Intent and HOA Approval](#)

[Exhibit C: Stag Lodge Unit 7 Plat](#)



Planning Department

City Council Staff Report

Subject: Stag Lodge Condominiums Amendment
Application: PL-22-05268
Author: Alexandra Ananth, Sr. Planner
Date: September 1, 2022
Type of Item: Administrative – Condominium Amendments

Recommendation

(1) Review the following Condominium Plat Amendment: Stag Lodge Phase 1 Fourth Amended Amending Unit 7; (2) hold a public hearing; and (3) consider approving Ordinance 2022-31 based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in the Draft Ordinance (Exhibit A).

Description

Applicant: Pete and Nicole Thomas (Unit 7) represented by Alliance Engineering, Inc.
Location: Stag Lodge Condominiums, 8200 Royal Street East
Zoning District: Residential Development (RD), Deer Valley MPD, and inside the Sensitive Land Overlay (SLO)
Adjacent Land Uses: Residential, Resort Open Space
Reason for Review: Condominium Plat Amendments require Planning Commission review and City Council action¹

Abbreviations

MPD Master Planned Development
RD Residential Development
SLO Sensitive Land Overlay

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

Stag Lodge Phase 1 Unit 7 is proposing to increase the private ownership of the condominium from 2,385 square feet to 3,172 square feet in three ways:

1. Enclosing the 45 sq ft. deck on the Upper Level currently shown as Limited Common and adding it to the building floor area. t;
2. 132 sq ft of floor space in the area designated as "OPEN" on Page 2 of 6 of the First Amended Stag Lodge Phase 1; and
3. Adding a 610 sq ft. Loft Level. The applicant notes that the Loft Level was part of

¹ [LMC § 15-7.1-2, Procedure.](#)

part of the Stag Lodge Condominium development. Stag Lodge was a part of the original Deer Valley MPD and was zoned RD-MPD at the time of the MPD approval. The Stag Lodge Condominium development is limited to a maximum of 52 units with no unit size restrictions but must continue to meet a minimum open space requirement of 60%. There are currently 52 Stag Lodge units, and the proposed amendments do not change the number of units or the footprint of the buildings.

Analysis

(I) The proposal complies with the Residential Development (RD) Zoning District Requirements outlined in LMC § [15-2.13](#) and the [Deer Valley MPD](#).

The applicants are proposing to expand their unit by converting common area to private ownership, as has been done in the past by other unit owners. The proposed changes to Unit 7 will enclose a deck on the Upper Level plus other internal changes. Proposed changes to Unit 50 are internal only and do not alter the footprint of the building.

The Unit has a two-car garage, which meets the parking requirements of LMC § [15-3-6\(A\)](#), *Parking Ratio Requirements for Residential Uses*, for Condominiums of 2,000 square feet of floor area or more.

The proposal complies with the Deer Valley MPD and Conditions of Approval of the Stag Lodge Condominiums.

Zoning Requirement	Analysis of Proposal
Setbacks	No changes
Building Height	No changes
UE's	52 Units, No changes
Parking	2 spaces, No changes
Open Space	60%, No Changes

Although the subject property is within the Sensitive Lands Overlay the Deer Valley MPD notes the following:

E. Applicability of Sensitive Area Overlay Zone. For projects within the Deer Valley Large Scale Master Planned Development, the density limitations of the Sensitive Area Overlay Zone do not apply because Master Planned Developments approved prior to the adoption of the Sensitive Area Overlay Zone are vested in terms of density. Site planning standards can be applied only to the extent that they do not unequivocally reduce vested density. Limits of disturbance, vegetation protection, and building design standards do apply.

(II) Staff Recommends Conditions of Approval to comply with the Residential Development (RD) Zoning District Requirements, the [Deer Valley MPD](#), and the Stag Lodge Condominium Plats as amended.

Staff recommends Condition of Approval #3, "All conditions of approval of the Stag Lodge Condominium plats as amended, and the Deer Valley MPD as amended, shall

continue to apply.”

(III) There is Good Cause for the proposed Condominium Plat Amendments.

The Planning Commission shall make a finding as to Good Cause prior to making a positive recommendation to City Council.² Land Management Code [§ 15-15-1](#) defines *Good Cause* as “[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include things such as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and Park City and furthering the health, safety, and welfare of the Park City community.”

Staff finds Good Cause for the proposed Condominium Plat Amendment to Unit 7 as the changes do not change the footprint of the building, do not increase parking requirements, will have no negative impacts on the public, do not create any non-conformities, and are consistent with previously approved Plat Amendments for the Stag Lodge Condominiums.

Notice

Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on June 28, 2022. Staff mailed courtesy notice to property owners within 300 feet on June 28, 2022. The *Park Record* published notice on June 28, 2022.

Public Input

Staff did not receive any public input on the application; no public input was given at the public hearing.

Exhibits

Exhibit A: Draft Ordinance No. 2022-31 (Unit 7)
Exhibit B: Project Intent and HOA Approval Unit 7
Exhibit C: Proposed Plat Unit 7

² LMC [§ 15-7.1-6\(C\)](#)

Ordinance No. 2022-31

AN ORDINANCE APPROVING THE STAG LODGE PHASE I FOURTH AMENDED PLAT, AMENDING UNIT 7, LOCATED AT 8200 ROYAL STREET, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 8200 Royal Street Unit 7 have petitioned the City Council for approval of a Plat Amendment; and

WHEREAS, on June 29, 2022, the property was properly noticed and posted, and courtesy letters were sent to surrounding property owners according to the requirements of the Land Management Code; and

WHEREAS, on June 29, 2022, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on July 13, 2022, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on July 13, 2022, forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 1, 2022, 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 Stag Lodge Phase I Fourth Amended Plat, Amending Unit 7 located at 8200 Royal Street #7.

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

SECTION 1. APPROVAL. The Stag Lodge Phase I Fourth Amended Plat, Amending Unit 1, 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 property is located at 8200 Royal Street #7.
2. The property is in the Residential Development (RD-MPD) District and is also governed by the 12th Amended Deer Valley Master Planned Development.
3. The proposed changes to Unit 7 include enclosing the deck on the Upper Level currently shown as Limited Common which adds 45 square feet; Adding 132 sf of floor space in the area designated as "OPEN" as shown on Page 2 of 6 of the First Amended Stag Lodge Phase 1; and adding a 610 sf Loft Level. The applicant notes that the Loft Level was part of the original construction of Unit 7 but was never incorporated into the original plat of Stag Lodge Phase 1 Unit 7.

4. The proposed changes increase the Private Area from 2,385 square feet to 3,172 square feet.
5. No other units will be affected by this proposal.
6. The footprint of the structure will not change.
7. All changes proposed are internal, with the exception of the enclosure of the Upper Level deck, which does not significantly alter the exterior appearance of Unit 7.
8. Two parking spaces are required. Unit 7 has an existing attached two-car garage, and no additional parking is required.
9. Stag Lodge is limited to a maximum of 52 units with no unit size restrictions.
10. There are currently 52 Stag Lodge units, and the proposed amendment does not change the number of units.
11. Stag Lodge Phase 1 was originally recorded March 4, 1985, as Entry No. 321328, and includes 24 units in the Silver Lake area of Deer Valley.
12. Several Stag Lodge plat amendments have been recorded which have created additional private space within the existing footprint of individual Stag Lodge units.
13. The subject property is within the Sensitive Lands Overlay but the Overlay Zone does not apply because the MPD was approved prior to the adoption of the Zone.
14. There is no change to the open space because the footprint of the affected unit will not be changing.
15. The height and setbacks of the existing structure will not change.

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 Condominium 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 will 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 and an extension is granted by the City Council.
3. All conditions of approval of the Stag Lodge Condominium plats as amended, and the Deer Valley MPD as amended, shall continue to apply.
4. A Plat Note shall indicate that the Condominium Plat is subject to Ordinance 2022-31.

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

PASSED AND ADOPTED this 1st day of September, 2022.

PARK CITY MUNICIPAL CORPORATION

MAYOR

ATTEST:

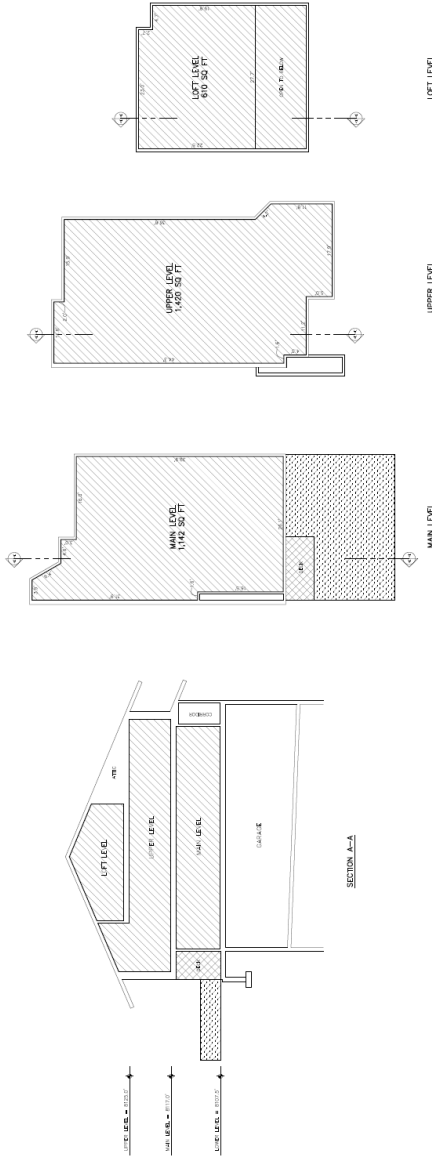
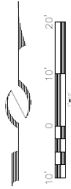
City Recorder

APPROVED AS TO FORM:

City Attorney

Attachment 1 – Stag Lodge Phase I Fourth Amended Amending Unit 7

LEGAL DESCRIPTION



KNOW ALL BY THESE PRESENTS that the undersigned, on behalf of Gap Lodge Owners Association, a Utah nonprofit corporation, having complied with the requirements of both Sections of the Recorded Declaration hereby consents to the recording of this Declaration with the Assessor.

[illegible][illegible][illegible]

State of _____)
County of _____) ss. I, _____,
On this _____ day of _____, 2022, Nickolas R. Warren personally appeared before me, above named, to
personally know me and prove as the basis of a voluntary confession, and also by me duly read/recorded, did say that she is a "Woman as the

[illegible]

SQUARE FOOTAGE TABLE	
MAR. LEVEL	1,142 SQ. FT.
UPPER LEVEL	1,420 SQ. FT.
LOFT LEVEL	610 SQ. FT.
TOTAL	3,172 SQ. FT.

OWNERSHIP DESIGNATIONS	
	"PRIVATE" OWNERSHIP ASSESSMENT
	COMMON OWNERSHIP
	UNITED COMMON OWNERSHIP
	"PRIVATE" OWNERSHIP ASSESSMENT

**STAG LODGE PHASE I FOURTH AMENDED
AMENDING UNIT 7**

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

STURTEVANT BAIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	JUDICIAL SAFETY	RECORDED
REVIEWED FOR CONFORMANCE TO STURTEVANT BAIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2022	RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2022	FILED IN MY OFFICE THIS _____ DAY OF _____, 2022	APPROVED AS TO FORM THIS _____ DAY OF _____, 2022	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2022	WAS ATTACHED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2022	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____	RECORDED
BY _____ CHAIR	BY _____ CHAIR	BY _____ ENGINEER	BY _____ ATTORNEY	BY _____ MAYOR	BY _____ CLERK	BY _____ COUNTY CLERK, CORRECTIONAL DEPARTMENT	PAGE NO. _____

STAG LODGE PHASE I FOURTH AMENDED
AMENDING UNIT 7

April 27, 2022

PROJECT INTENT

Stag Lodge Phase I, originally recorded March 4, 1985, as Entry No. 231328, created a 24-unit condominium phase within the Stag Lodge development located in the Silver Lake area of Deer Valley.

This application proposes to amend Unit 7 as shown in the First Amended Record of Survey Map of Stag Lodge Phase I, recorded January 17, 2003, as Entry No. 645059 in the Office of the Recorder, Summit County, Utah in three ways: 1) enclosing the deck on the Upper Level currently shown as Limited Common, 2) adding floor space in the area designated as "OPEN" as shown on Page 2 of 6 of the First Amended Stag Lodge Phase I, and 3) adding a Loft Level. It appears that this Loft Level was part of the original construction of Unit 7 and was never incorporated into the original plat of Stag Lodge Phase I.

The deck area to be enclosed will add 45 square feet, adding floor space in the "OPEN" area will add 132 square feet and the Loft Level will add 610 square feet to the Private Ownership Area A. This will increase the Private Ownership Area A from 2,385 square feet to 3,172 square feet.

/



2150 S. 1300 E., Ste. 500
Salt Lake City, UT 84106
Tel: 801.810.7779

Isaac K James
isaac@jamesknoxlaw.com

Sheena Knox
sheena@jamesknoxlaw.com

May 20, 2022

Sent via Email Only:

Pete & Nicole Thomas
Stag Lodge Condominiums
8200 Royal Street, Unit #7
Park City, Utah 84060
Email: petethomas7@yahoo.com
nicole@thomas-mn.com

Re: Unit #7 Expansion Project Approval

Dear Pete & Nicole Thomas,

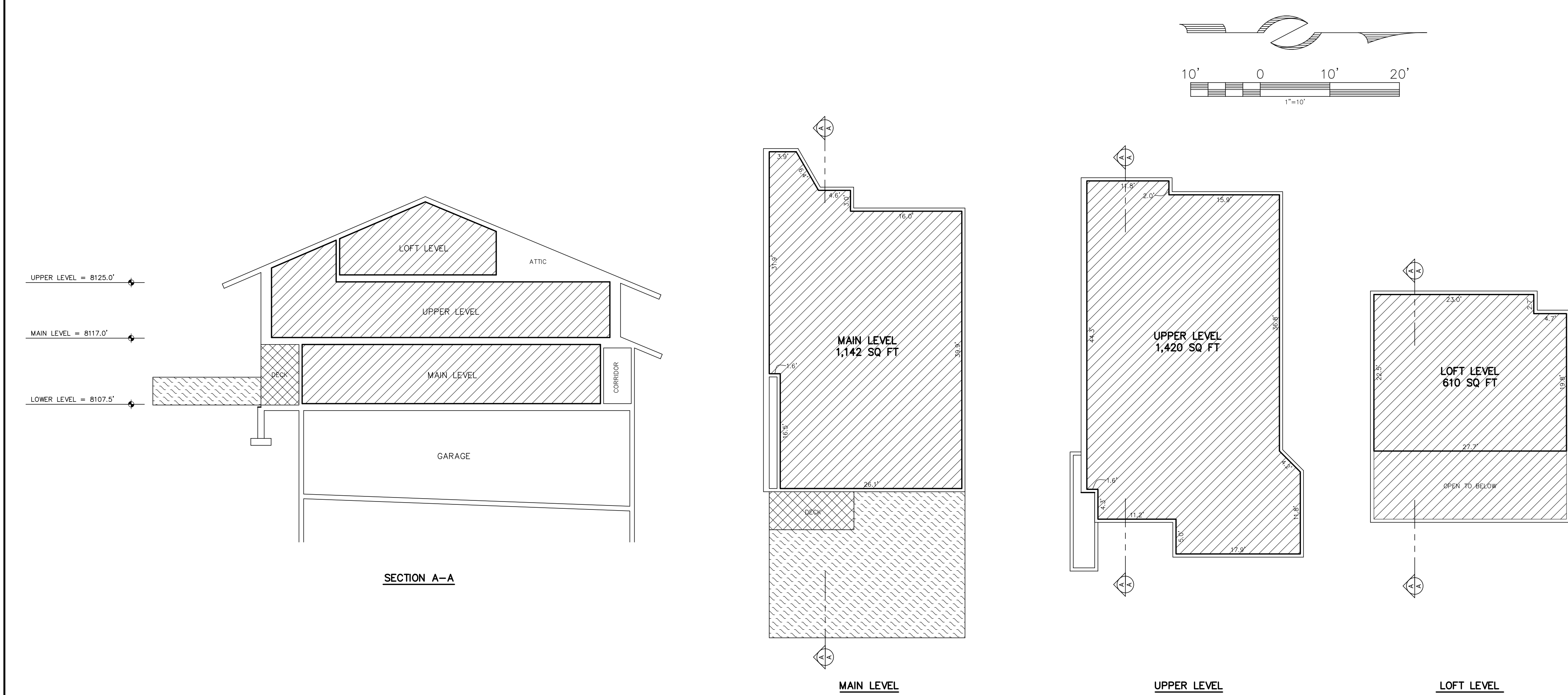
As you know, this law office represents the Stag Lodge Owners Association ("Association"), and as you also know, the Association recently completed the vote for the approval of your unit expansion project in Unit 7 of the Stag Lodge Condominiums ("Expansion Project"). The Association's Board of Trustees ("Board") has requested that our office contact you regarding the outcome of the vote and approval of your Expansion Project.

This letter provides formal notice to you, your contractors, the Park City Planning Department, or any other interested third-parties that the Association has approved you to continue forward with your proposed Expansion Project based on the affirmative outcome of the recent vote regarding the Expansion Project. The Association received affirmative votes of owners holding more than 67% of the undivided interests in the Common Areas in the Association. If you, your contractors, or any other party to whom you have presented this letter have any questions regarding this approval and/or coordination with the Association for completion of the Expansion Project, you may direct them to this office, or to Sarah Ferrin at: sferrin@staglodge.com.

Sincerely,
JAMES & KNOX, PLLC

A handwritten signature in blue ink, appearing to read 'Isaac K James', written over a horizontal line.

Isaac K James



ASSOCIATION CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned, on behalf of Stag Lodge Owners Association, a Utah nonprofit corporation, having complied with the requirements of both Statutes and the Recorded Declaration hereby consents to the recording of this Condominium Plat Amendment.

Warren Gorrell, President
Stag Lodge Owners Association, a Utah nonprofit corporation

ACKNOWLEDGMENT

State of _____)
County of _____) ss

On this _____ day of _____, 2022, personally appeared before me, the undersigned Notary Public, in and for said County and State, Warren Gorrell, being duly sworn, acknowledged to me that he is the president of the Stag Lodge Owners Association, a Utah nonprofit corporation, and that he signed the above Consent to Record for, on, and in behalf of all of the unit owners at the Stag Lodge condominium project acting as a group (under the name of the Stag Lodge Owners Association, a Utah nonprofit corporation) in accordance with the Utah Condominium Ownership Act, U.C.A., Sections 57-1-1 et seq. (1963) as amended and supplemented, and the Declarations of Covenants, Conditions, and Restrictions for Stag Lodge Condominium.

A Notary Public Commissioned in _____

Printed Name _____
Residing in: _____
My commission expires: _____
Commission No.: _____

NOTES

1. This condominium plat is subject to the Conditions of Approval in Ordinance 2022-____.
2. The address of Unit 7 is 8200 Royal Street East, #7.
3. All Conditions of Approval of Stag Lodge Phase I, recorded March 4, 1985, as Entry No. 231328 and Stag Lodge Phase I, First Amended, recorded January 17, 2003, as Entry No. 645059 continue to apply and remain in full force and effect.
4. This plat amendment adds 177 square feet to the Upper Level by enclosing the Limited Common Area deck and adding floor space in the "OPEN" area as shown in the First Amended Record of Survey Map of Stag Lodge Phase I, recorded January 17, 2003, as Entry No. 645059.
5. This plat amendment also adds the Loft Level which consists of 610 square feet. It appears that this Loft Level was part of the original construction of Unit 7 and was never incorporated into the original plat of Stag Lodge Phase I, recorded March 4, 1985, as Entry No. 231328 in the Office of the Recorder, Summit County, Utah.
6. The amended square footage of Unit 7 was derived by adding the expansion area of 787 square feet to the existing square footage of 2,385 as shown on Stag Lodge Phase I First Amended, recorded January 17, 2003, as Entry No. 645059 in the Office of the Recorder, Summit County, Utah. It is the intent that the private ownership area of the unit will be as constructed.

STAG LODGE PHASE I FOURTH AMENDED AMENDING UNIT 7

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, 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. I further certify that by authority of the owners I have made a survey of Unit 7, and have amended said Unit as shown hereon, in accordance with the provisions of the Utah Condominium Ownership Act, hereafter to be known as STAG LODGE PHASE I CONDOMINIUMS FOURTH AMENDED, AMENDING UNIT 7.

LEGAL DESCRIPTION

PARCEL 1

Unit 7, Stag Lodge condominiums, a Utah expandable condominium project, together with an undivided appurtenant ownership interest in and to the common areas and facilities of the project as the same are identified and established in the Record of Survey Map recorded March 4, 1985, as Entry No. 231328 and the Declaration of Condominium for Stag Lodge recorded March 4, 1985, as Entry No. 231329 in Book 333 at Page 435, the Amendment to Declaration of Condominium for Stag Lodge recorded June 1, 1988, as Entry No. 290987 in Book 479 at Page 216, the Record of Survey Map for Stag Lodge Phase II recorded January 17, 1989, as Entry No. 303348 and the Second Amendment to Declaration of Condominium for Stag Lodge recorded January 17, 1989, as Entry No. 303349 in Book 508 at Page 636 of the official records, and the Record of Survey Map of Stag Lodge Phase III, recorded March 1, 1990 as Entry No. 321286 and the Third Amendment to Condominium Declaration for Stag Lodge recorded March 1, 1990 as Entry No. 321287 in Book 556 at Page 536 and the amended Record of Survey Map of Stag Lodge Phase III, recorded December 3, 1990 as Entry No. 333684 and the Fourth Amendment to Condominium Declaration for Stag Lodge recorded December 3, 1990 as Entry No. 333685 in Book 589 at Page 188 and the Second Amendment Sheet 2 of 4 Record of Survey Map recorded January 6, 1992 as Entry No. 352470 and the Fifth Amendment to Declaration of Condominium for Stag Lodge recorded January 6, 1992 as Entry No. 352471 in Book 640 at Page 765 and the Record of Survey Map for Stag Lodge Phase IV recorded July 30, 1992 as Entry No. 363084 and the Sixth Amendment and Supplemental Declaration of Condominium for Stag Lodge recorded July 30, 1992 as Entry No. 363086 in Book 675 at Page 214 and the First Amended Sheet 2 of 6 Record of Survey Map recorded, January 17, 2003, as Entry No. 645059 and the Amendment to Declaration of Condominium for Stag Lodge recorded January 17, 2003 as Entry No. 645062 in Book 1504 at Page 1845, and the Second Amended Pages 2, 4 and 5 Record of Survey Map recorded May 25, 2005, as Entry No. 737279, and the Stag Lodge Common Area Record of Survey Map recorded March 21, 2008, as Entry No. 840403, of the official records in the office of the Summit County Recorder.

PARCEL 2

Together with a 25 foot wide Private Roadway and non-exclusive public utility easement as set forth on said Record of Survey Map for Stag Lodge Phase II recorded January 17, 1989, as Entry No. 303348. and the Record of Survey Map for Stag Lodge Phase III recorded March 1, 1990, as Entry No. 321286.

OWNER'S CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that, Nicole Marie R. Thomas and Peter M. Thomas, as Trustees under the Third Amendment and Restatement of the Nicole Marie R. Thomas Revocable Trust Agreement, dated August 29, 2011, hereby certify that they have caused this plat amendment to be made and hereby consent to the recordation of this plat amendment.

In witness whereof, the undersigned set her hand
this _____ day of _____, 2022.
By: _____
Nicole Marie R. Thomas, Trustee

In witness whereof, the undersigned set his hand
this _____ day of _____, 2022.
By: _____
Peter M. Thomas, Trustee

ACKNOWLEDGMENT

State of _____)
County of _____) ss

On this _____ day of _____, 2022, Nicole Marie R. Thomas 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 a Trustee of the Nicole Marie R. Thomas Revocable Trust Agreement dated August 29, 2011, and that said document was signed by her on behalf of said Trust by authority of the Trust, and she acknowledged to me that she executed STAG LODGE PHASE I FOURTH AMENDED, AMENDING UNIT 7.

A Notary Public commissioned in _____

Printed Name _____
Residing in: _____
My commission expires: _____
Commission No.: _____

ACKNOWLEDGMENT

State of _____)
County of _____) ss

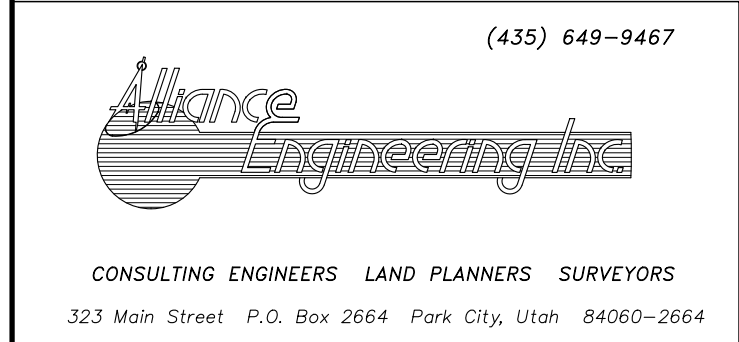
On this _____ day of _____, 2022, Peter M. Thomas personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is a Trustee of the Nicole Marie R. Thomas Revocable Trust Agreement, dated August 29, 2011, and that said document was signed by him on behalf of said Trust by authority of the Trust, and he acknowledged to me that he executed STAG LODGE PHASE I FOURTH AMENDED, AMENDING UNIT 7.

A Notary Public commissioned in _____

Printed Name _____
Residing in: _____
My commission expires: _____
Commission No.: _____

SQUARE FOOTAGE TABLE	
MAIN LEVEL	1,142 SQ. FT.
UPPER LEVEL	1,420 SQ. FT.
LOFT LEVEL	610 SQ. FT.
TOTAL	3,172 SQ. FT.

OWNERSHIP DESIGNATIONS	
	"PRIVATE OWNERSHIP AREA A"
	COMMON OWNERSHIP
	LIMITED COMMON OWNERSHIP
	"PRIVATE OWNERSHIP AREA B"



SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2022 BY _____ ENGINEERING DEPARTMENT	PLANNING COMMISSION RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2022 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2022 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2022 BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2022 BY _____ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2022 BY _____ PARK CITY RECORDER	PUBLIC SAFETY ANSWERING POINT APPROVAL APPROVED THIS _____ DAY OF _____, 2022 BY _____ SUMMIT COUNTY GIS COORDINATOR	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ FEE _____ RECORDER _____ TIME _____ DATE _____ ENTRY NO. _____
--	---	---	---	---	---	---	---

Council Agenda Item Report

Meeting Date: September 1, 2022

Submitted by: Michelle Kellogg

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Ordinance 2022-32, an Ordinance Approving Stag Lodge Phase IV Third Amended Condominium Plat Amending Unit 50, Located at 8200 Royal Street. Park City
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Stag Lodge Unit 50 Staff Report](#)

[Exhibit A: Ordinance No 2022-32](#)

[Exhibit B: Project Intent and HOA Approval](#)

[Exhibit C: Proposed Plat Unit 50](#)



Planning Department

City Council Staff Report

Subject: Stag Lodge Condominiums Plat Amendment
Application: PL-22-05267
Author: Alexandra Ananth, Sr. Planner
Date: September 1, 2022
Type of Item: Administrative – Condominium Amendments

Recommendation

(1) Review the Stag Lodge Phase 4 Third Amended Condominium Plat Amendment Amending Unit 50; (2) hold a public hearing; and (3) consider approving Ordinance 2022-32 based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in the Draft Ordinance (Exhibit A).

Description

Applicant: Jason Andres Manasse and Hava Michelle Manasse (Unit 50), represented by Alliance Engineering, Inc.
Location: Stag Lodge Condominiums, 8200 Royal Street East
Zoning District: Residential Development (RD), Deer Valley MPD, and inside the Sensitive Land Overlay (SLO)
Adjacent Land Uses: Residential, Resort Open Space
Reason for Review: Condominium Plat Amendments require Planning Commission review and City Council action¹

Abbreviations

MPD Master Planned Development
RD Residential Development
SLO Sensitive Land Overlay

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

Stag Lodge Phase 4 Unit 50 is proposing to increase the private ownership of the condominium from 3,180 square feet to 4,624 square feet in two ways:

1. Expanding the Lower Level indicated as Crawl Space by 370 square feet; and
2. Adding an additional level of 1,074 square feet under the Lower Level, to be known as the Lowest Level.

The HOA approved the proposed expansion (Exhibit B).

¹ [LMC § 15-7.1-2, Procedure.](#)

Figure 1: Applicant's Proposed Plat

384

Background

Stag Lodge Phase 4 was originally recorded July 30, 1992, as Entry No. 363084, and includes 6 units. The Phase 4 Plat has been amended three times before including:

- First Amendment Units 45, 46, 50, 51, and 52, [Ordinance 2002-18](#) (beginning on page 278), to extend Limited Common decks as Private Area.
- Second Amendment Unit 52, [Ordinance 2013-40](#), to expand Limited Common basement area as Private Area.
- Third Amendment Unit 46, [Ordinance 2019-27](#), to convert unexcavated Common Ownership to Private Area.

The property is subject to the [12th Amended Deer Valley Master Plan Development](#) as a part of the Stag Lodge Condominium development. Stag Lodge was a part of the original Deer Valley MPD and was zoned RD-MPD at the time of the MPD approval. The Stag Lodge Condominium development is limited to a maximum of 52 units with no unit size restrictions but must continue to meet a minimum open space requirement of 60%. There are currently 52 Stag Lodge units, and the proposed amendments do not change the number of units or the footprint of the buildings.

Analysis

(I) The proposal complies with the Residential Development (RD) Zoning District Requirements outlined in LMC § [15-2.13](#) and the [Deer Valley MPD](#).

The applicants are proposing to expand their unit by converting common area to private ownership, as has been done in the past by other unit owners. The proposed changes to Unit 50 are internal only and do not alter the footprint of the building in any way.

The Unit has a two-car garage, which meets the parking requirements of LMC § [15-3-6\(A\)](#), *Parking Ratio Requirements for Residential Uses*, for Condominiums of 2,000 square feet of floor area or more.

The proposal complies with the Deer Valley MPD and Conditions of Approval of the Stag Lodge Condominiums.

Zoning Requirement	Analysis of Proposal
Setbacks	No changes
Building Height	No changes
UE's	52 Units, No changes
Parking	2 spaces, No changes
Open Space	60%, No Changes

Although the subject property is within the Sensitive Lands Overlay the Deer Valley MPD notes the following:

E. **Applicability of Sensitive Area Overlay Zone.** For projects within the Deer Valley Large Scale Master Planned Development, the density limitations of the Sensitive Area Overlay Zone do not apply because Master Planned Developments approved prior to the adoption of the Sensitive Area Overlay Zone are vested in terms of density. Site planning standards can be applied only to the extent that they do not unequivocally reduce vested density. Limits of disturbance, vegetation protection, and building design standards do apply.

(II) Staff Recommends Conditions of Approval to comply with the Residential Development (RD) Zoning District Requirements, the [Deer Valley MPD](#), and the Stag Lodge Condominium Plats as amended.

Staff recommends Condition of Approval #3, “All conditions of approval of the Stag Lodge Condominium plats as amended, and the Deer Valley MPD as amended, shall continue to apply.”

(III) There is Good Cause for the proposed Condominium Plat Amendments.

The Planning Commission shall make a finding as to Good Cause prior to making a positive recommendation to City Council.² Land Management Code [§ 15-15-1](#) defines *Good Cause* as “[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include things such as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and Park City and furthering the health, safety, and welfare of the Park City community.”

Staff finds Good Cause for the proposed Condominium Plat Amendment to Unit 50 as the changes do not change the footprint of the building, do not increase parking requirements, will have no negative impacts on the public, do not create any non-conformities, and are consistent with previously approved Plat Amendments for the Stag Lodge Condominiums.

Notice

Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on June 28, 2022. Staff mailed courtesy notice to property owners within 300 feet on June 28, 2022. The *Park Record* published notice on June 28, 2022.

Public Input

Staff did not receive any public input on the application; no public input was given at the public hearing.

Exhibits

Exhibit A: Draft Ordinance No. 2022-32 (Unit 50)

² LMC [§ 15-7.1-6\(C\)](#)

Exhibit B: Project Intent and HOA Approval Unit 50
Exhibit C: Project Plat Unit 50

Ordinance No. 2022-32

AN ORDINANCE APPROVING THE STAG LODGE PHASE IV THIRD AMENDED PLAT, AMENDING UNIT 50, LOCATED AT 8200 ROYAL STREET, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 8200 Royal Street #50 have petitioned the City Council for approval of a Condominium Plat Amendment; and

WHEREAS, on June 29, 2022, the property was properly noticed and posted, and courtesy letters were sent to surrounding property owners according to the requirements of the Land Management Code; and

WHEREAS, on July 27, 2022, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on August 10, 2022, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on August 10, 2022, forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 1, 2022, 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 Stag Lodge Phase IV Third Amended Plat, Amending Unit 50 located at 8200 Royal Street #50.

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

SECTION 1. APPROVAL. The Stag Lodge Phase IV Third Amended Plat, Amending Unit 50, 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 property is located at 8200 Royal Street #50.
2. The property is in the Residential Development (RD-MPD) District and is also governed by the 12th Amended Deer Valley Master Planned Development.
3. The proposed changes to Unit 50 include the addition of 370 square feet to the lower level and 1,074 sf to create a new "lowest level", increasing the size of the unit from 3,180 to 4,624 square feet of Private Area, an increase of 1,444 sf.
4. No other units will be affected by this proposal.
5. The footprint of the structure will not change.

6. All changes proposed are internal and will not alter the exterior appearance of Unit 50.
7. Two parking spaces are required. Unit 50 has an existing attached two-car garage, and no additional parking is required.
8. Stag Lodge is limited to a maximum of 52 units with no Unit Equivalent or unit size restrictions.
9. There are currently 52 Stag Lodge units, and the proposed amendment does not change the number of units.
10. On July 30, 1992, the original Stag Lodge Phase IV condominium plat was recorded as a 6-unit condominium project in the Silver Lake area of Deer Valley after City Council approval on March 5, 1992.
11. Additionally, several additional Stag Lodge plat amendments have been recorded which have created additional private space within the existing footprint of individual Stag Lodge units.
12. The subject property is within the Sensitive Land Overlay, but the Overlay Zone does not apply because the MPD was approved prior to the adoption of the Zone.
13. There is no change to the open space because the footprint of the affected unit will not be changing.
14. The height and setbacks of the existing structure will not change.

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 Condominium 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 will 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 and an extension is granted by the City Council.
3. All conditions of approval of the Stag Lodge Condominium plats as amended, and the Deer Valley MPD as amended, shall continue to apply.
4. A Plat Note shall indicate that the Condominium Plat is subject to Ordinance 2022-32.

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

PASSED AND ADOPTED this 1st day of September, 2022.

PARK CITY MUNICIPAL CORPORATION

MAYOR

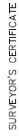
ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

Attachment 1 – Stag Lodge Phase IV Third Amended Amending Unit 50



LEGAL DESCRIPTION

Together with the applicant, unlinked interest in said project's corner areas as established in said Declaration and allowing for periodic anniversary based on the majority of said unlinked interest and in the composition of the corner areas and vehicles to which said interest relates.

Together with a 25 foot wide private roadway and non-exclusive public utilities easement as set forth on said Record of Survey Map for Stag Lodge Phase II recorded January 17, 1989, as Entry No. 303348 and the Record of Survey Map for Stag Lodge Phase II recorded March 1, 1990, as Entry No. 321286.

OWNER'S CONSENT TO RECORD

In witness whereof, the undersigned set his hand
this _____ day of _____, 2022.

ACKNOWLEDGMENT

• Notary Public commissioned in _____

ACKNOWLEDGMENT

A Notary Public commissioned in _____

ASSOCIATION CONSENT TO RECORD

Author's Note:

Author's Current Position:

ACKNOWLEDGMENT

State of _____ Co. _____

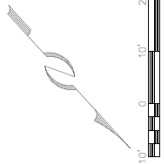
County of _____

On this _____ day of _____ 2022, I, _____, personally appeared before me, the undersigned Notary Public, for the State of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and that he acknowledged to me, in and to the knowledge of all of the abovesigned of the State of _____, that he executed the foregoing instrument for the purposes and consideration therein expressed. I, the undersigned, a Notary Public for the State of _____, do hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears from the records of my office.

Notary Public for the State of _____

My Commission Expires _____

Notary Public for the State of _____



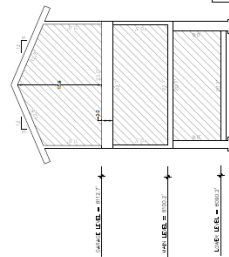
SECTION "B"

SECTION "C"

NOTES

1. This condominium plat is subject to the Conditions of Approval in Ordinance 2022-_____.
2. The address of Unit 50 is 8200 Royal Street East, #50.
3. All Conditions of Approval of City of Lakeland Plat recorded July 30, 1999, as Entry No. 3620964, and State Land Plat No. 1747 recorded August 22, 2003, as Entry No. 3620964 estimate to apply and remain in full force and effect.
4. This plat amends said 370 square foot to the Lower Level and creates a Lower Level comprising 1,074 square feet in all. The amended square footage of Unit 50 was created by adding the expansion area of 370 square feet and 1,074 square feet to the existing square footage of 704 square feet. The Lower Level of Unit 50 is the amended recorded area of 1,074 square feet. The Lower Level of Unit 50 is the amended recorded area of 1,074 square feet. The Lower Level of Unit 50 is the amended recorded area of 1,074 square feet.

OWNERSHIP DESIGNATIONS	
	PRIVATE OWNERSHIP AREA A*
	COMMON OWNERSHIP
	UNITED COMMON OWNERSHIP



STAG LODGE PHASE IV THIRD AMENDED AMENDING UNIT 50

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

[illegible]

STAG LODGE PHASE IV THIRD AMENDED
AMENDING UNIT 50

July 22, 2022

PROJECT INTENT

Stag Lodge Phase IV, originally recorded July 30, 1992, as Entry No. 363084, created a 6-unit condominium phase within Stag Lodge located in the Silver Lake area of Deer Valley.

This application proposes to amend Unit 50 by expanding the Lower Level as shown on Page 2 of 3, First Amended Stag Lodge Phase IV, recorded January 22, 2003, as Entry No. 645383. In addition, another level will be added under the Lower Level to be known as the Lowest Level. The area on the Lower Level is currently designated as Common Ownership and is indicated as "Crawl Space". It is proposed these new areas be designated as "Private Ownership Area A".

All of the changes taking place on this proposed plat are internal and will not alter the exterior appearance of Unit 50.

Sheet 1 of 2 of Stag Lodge Phase IV, recorded January 30, 1992, as Entry No. 363084 will not be affected, as it is not being proposed to alter the footprint of the building in any way.



2150 S. 1300 E., Ste. 500
Salt Lake City, UT 84106
Tel: 801.810.7779

Isaac K James
isaac@jamesknoxlaw.com

Sheena Knox
sheena@jamesknoxlaw.com

May 20, 2022

Sent via Email Only:

Jason & Hava Manasse
Stag Lodge Condominiums
8200 Royal Street, Unit #50
Park City, Utah 84060
Email: jason@manasse.net
havamanasse@gmail.com

Re: Unit #50 Expansion Project Approval

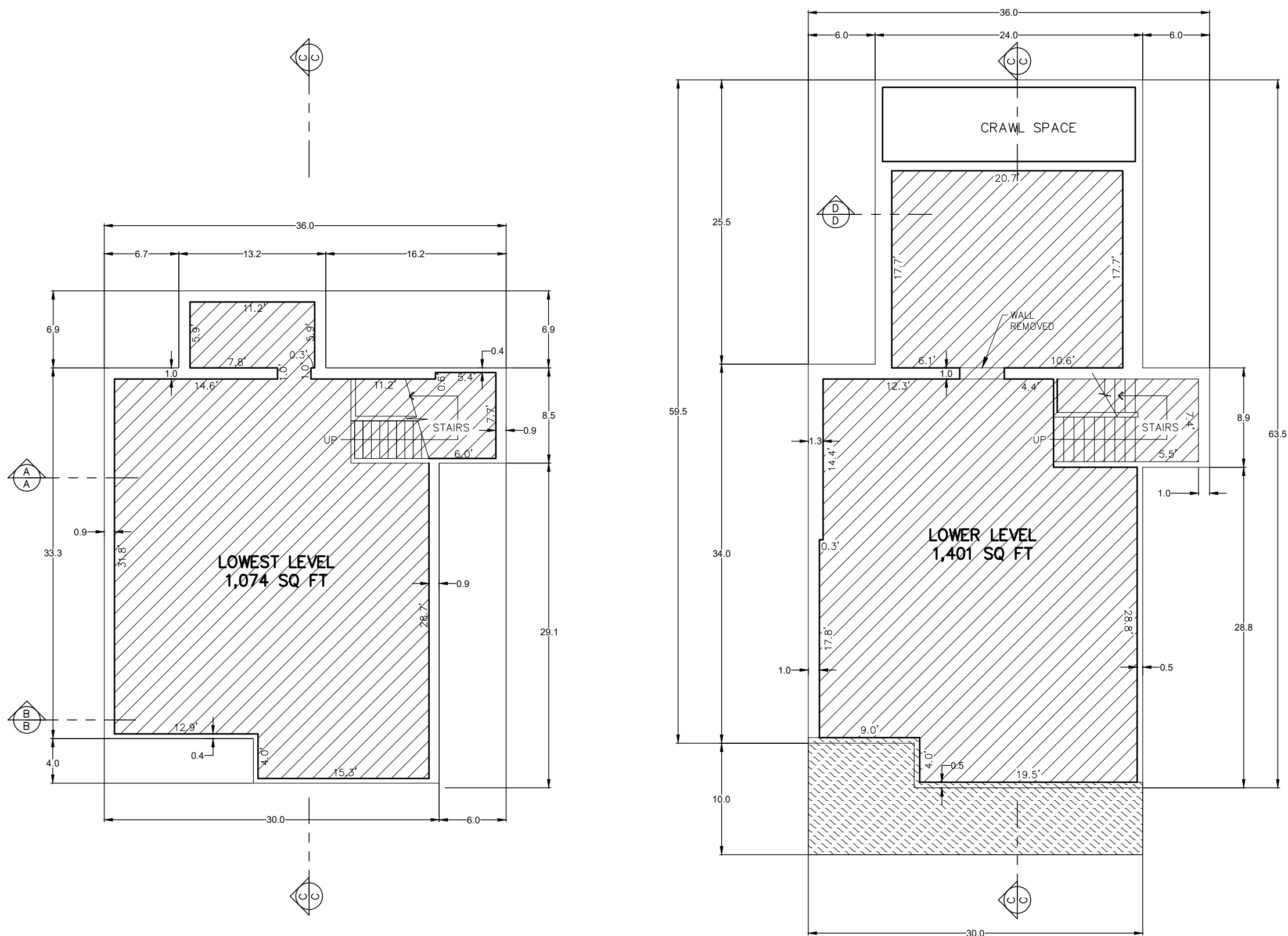
Dear Jason & Hava Manasse,

As you know, this law office represents the Stag Lodge Owners Association ("Association"), and as you also know, the Association recently completed the vote for the approval of your unit expansion project in Unit 50 of the Stag Lodge Condominiums ("Expansion Project"). The Association's Board of Trustees ("Board") has requested that our office contact you regarding the outcome of the vote and approval of your Expansion Project.

This letter provides formal notice to you, your contractors, the Park City Planning Department, or any other interested third-parties that the Association has approved you to continue forward with your proposed Expansion Project based on the affirmative outcome of the recent vote regarding the Expansion Project. The Association received affirmative votes of owners holding more than 67% of the undivided interests in the Common Areas in the Association. If you, your contractors, or any other party to whom you have presented this letter have any questions regarding this approval and/or coordination with the Association for completion of the Expansion Project, you may direct them to this office, or to Sarah Ferrin at: sferrin@staglodge.com.

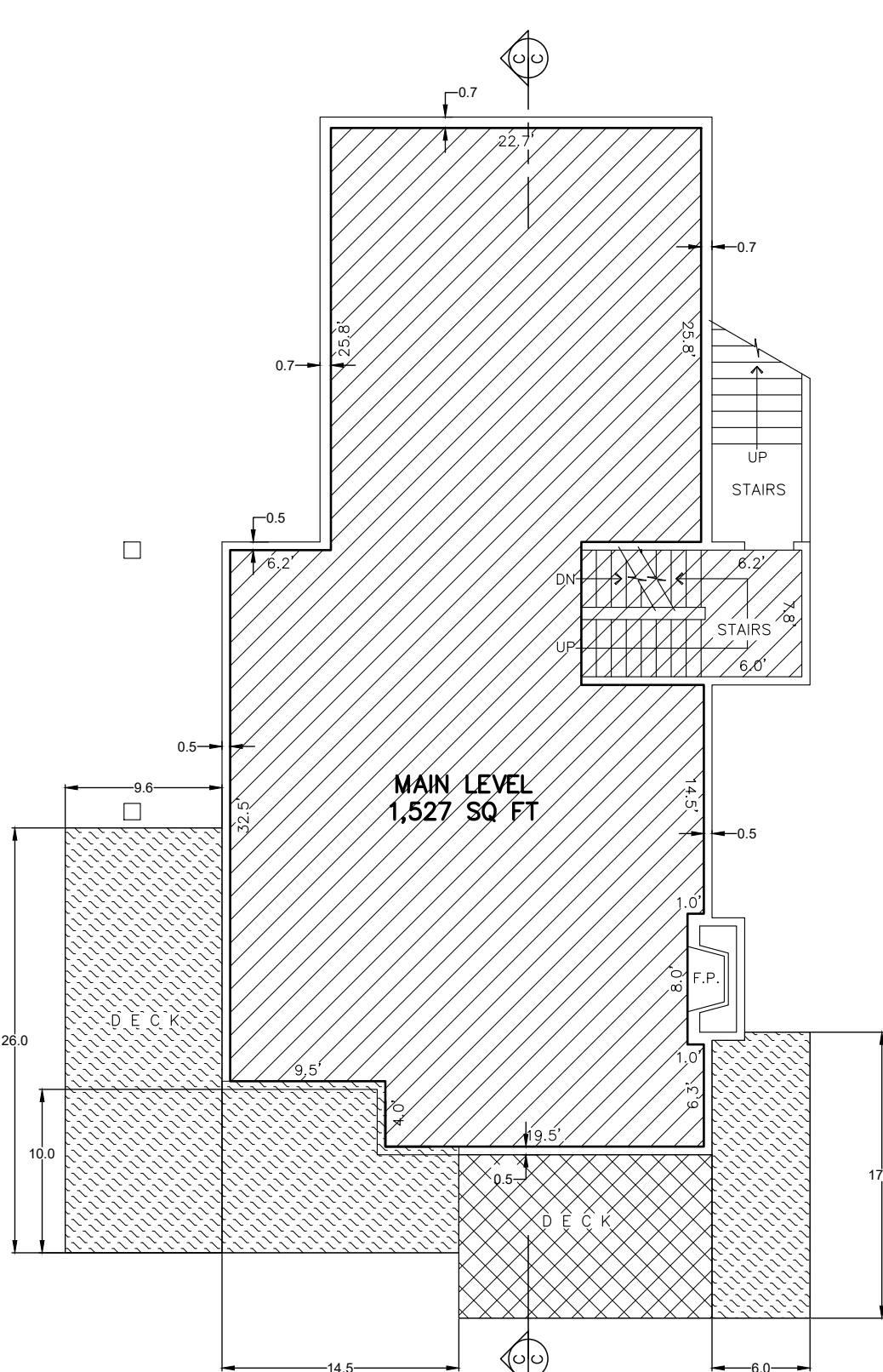
Sincerely,
JAMES & KNOX, PLLC

Isaac K James

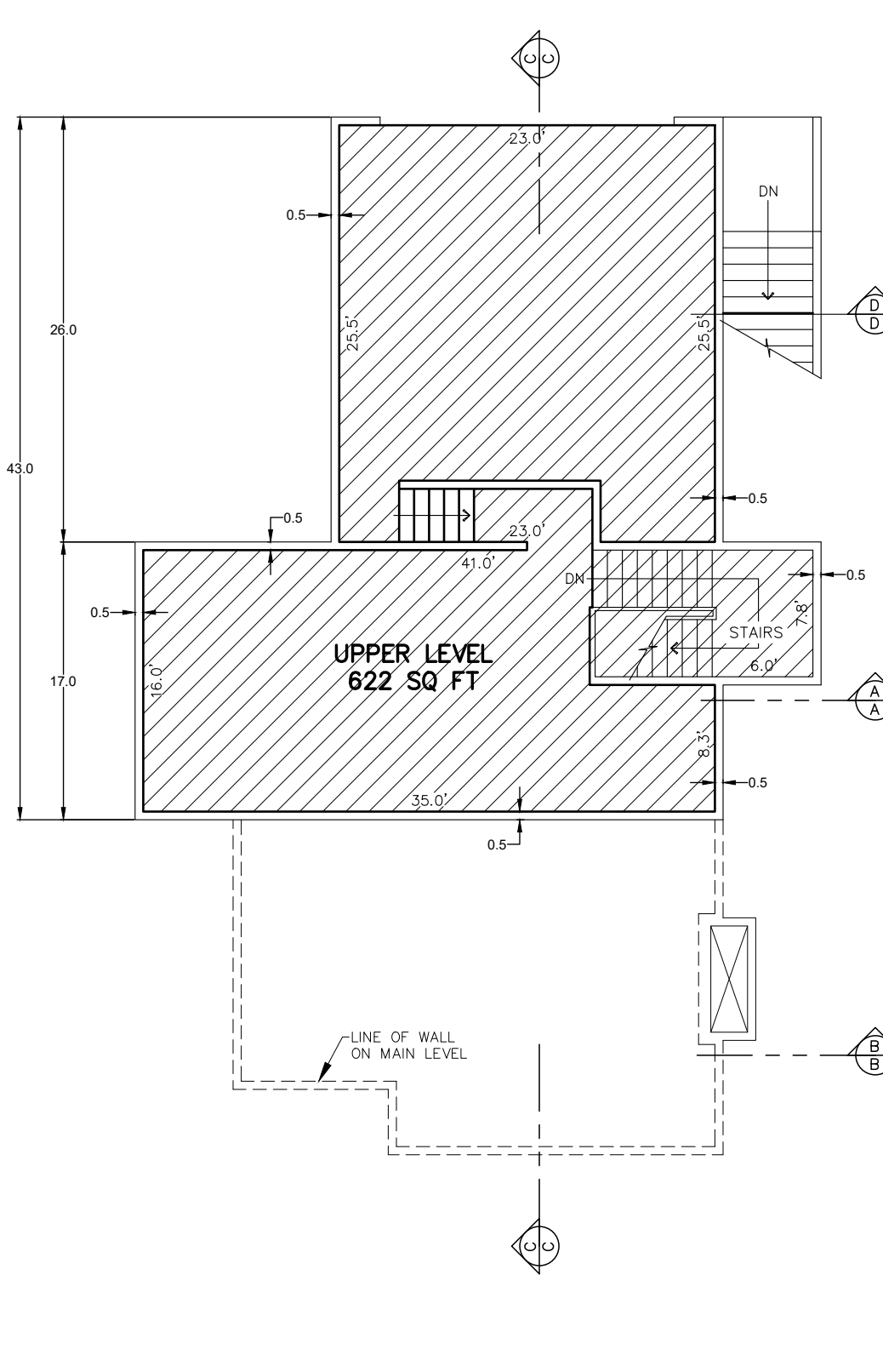


LOWEST LEVEL

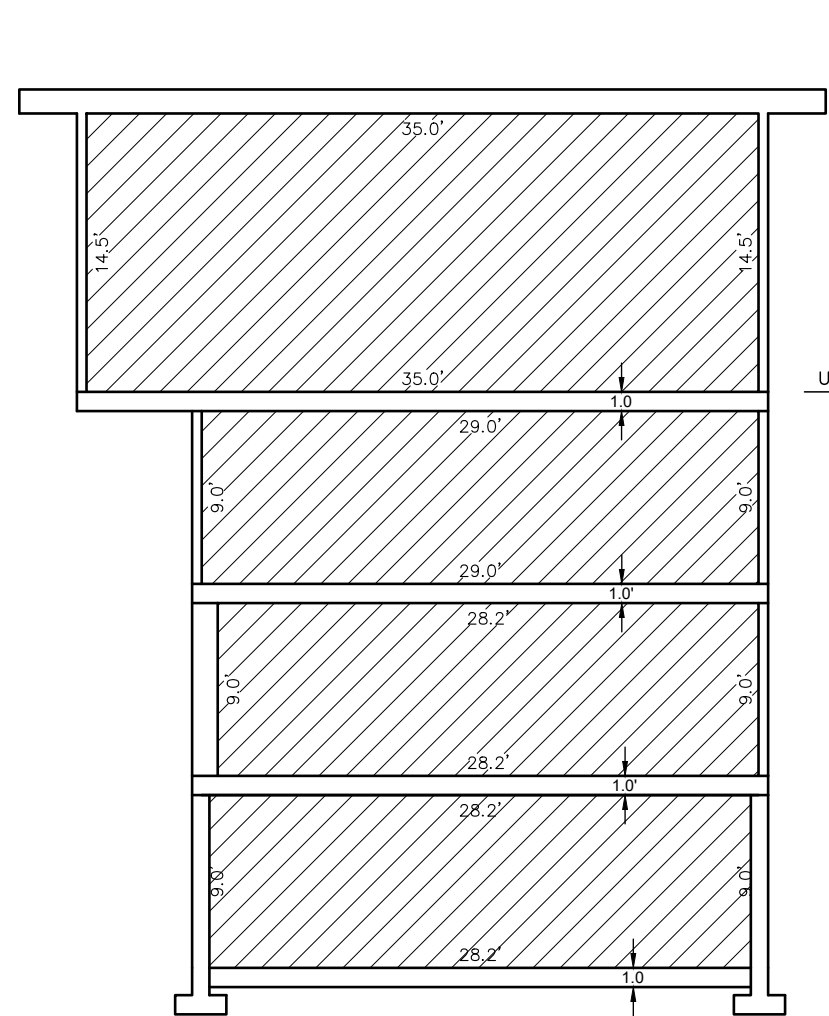
LOWER LEVEL



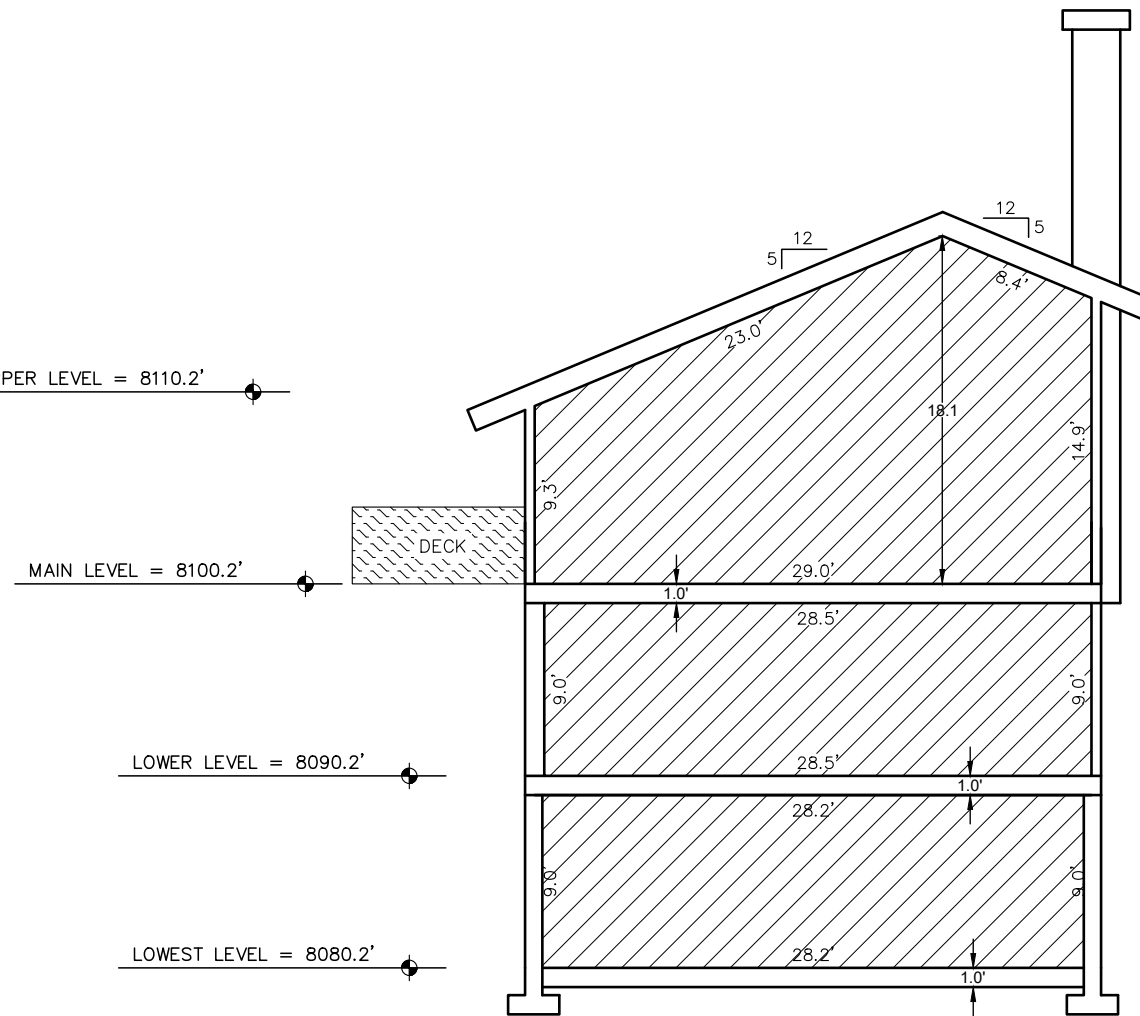
MAIN LEVEL



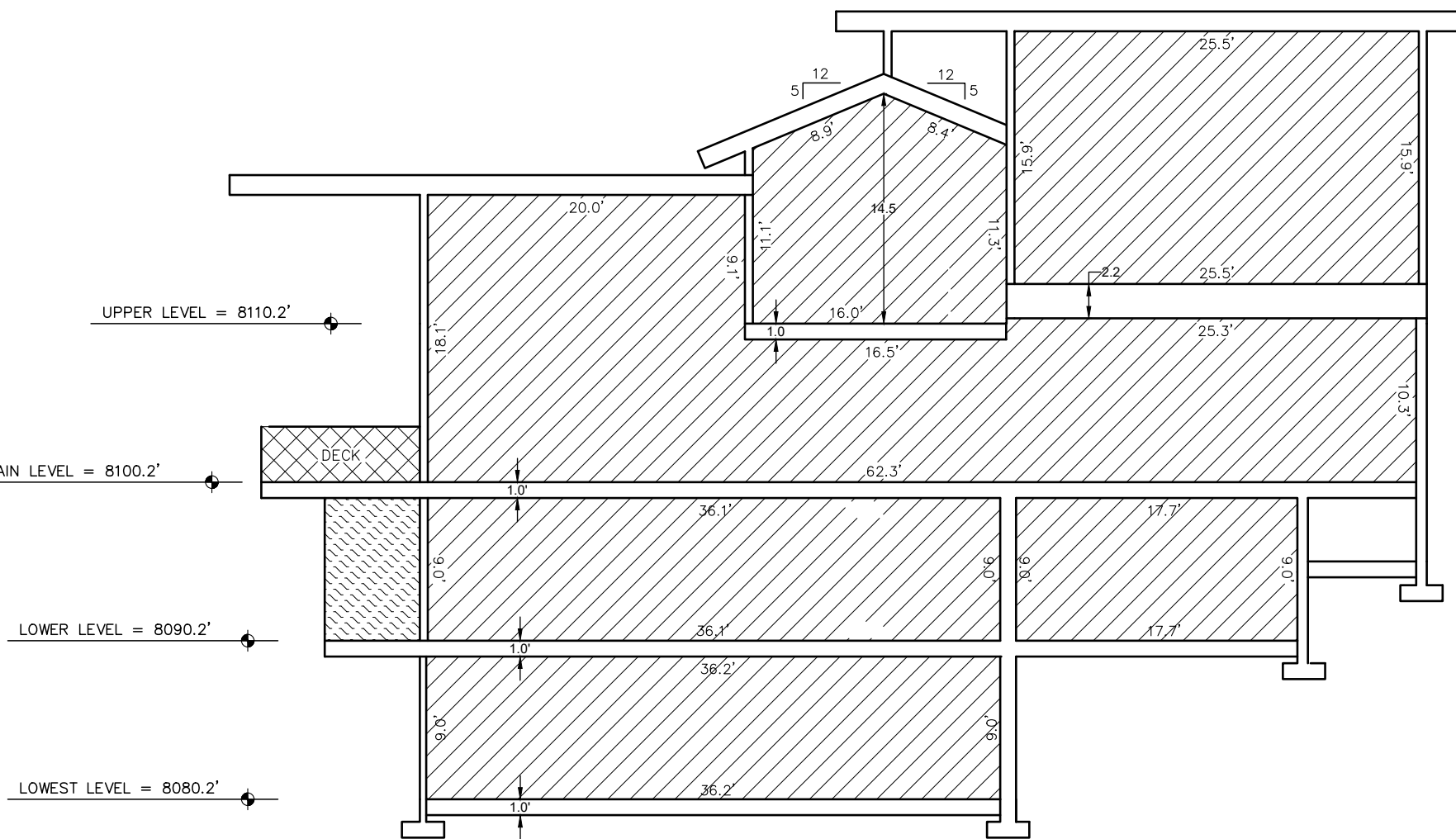
UPPER & GARAGE LEVEL



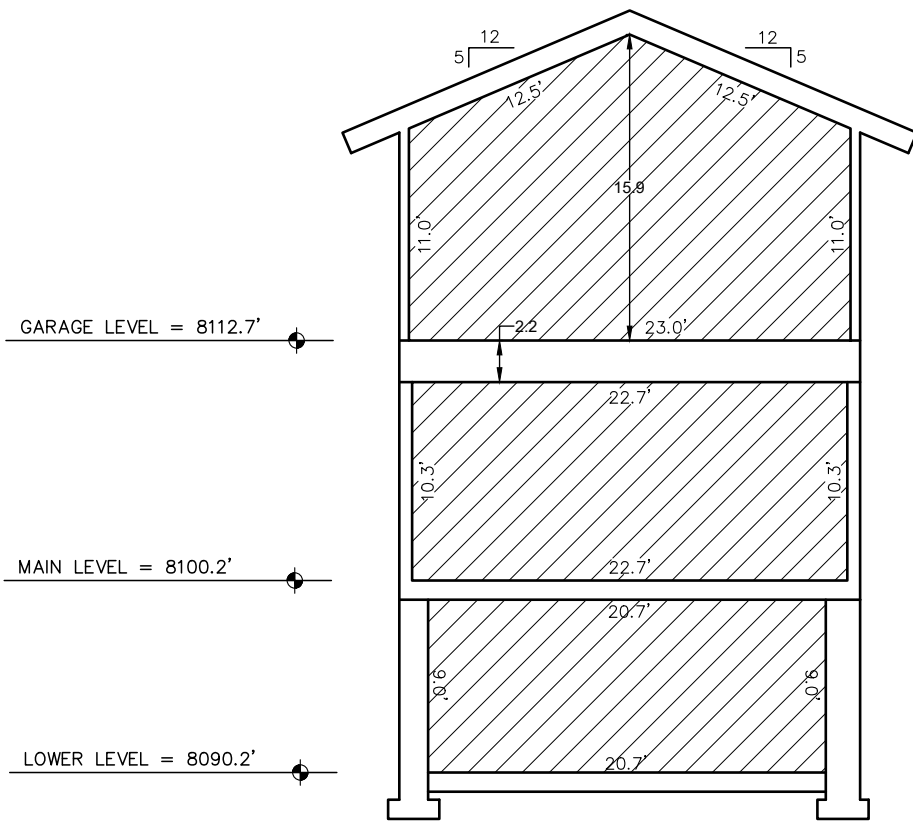
SECTION "A"



SECTION "B"



SECTION "C"



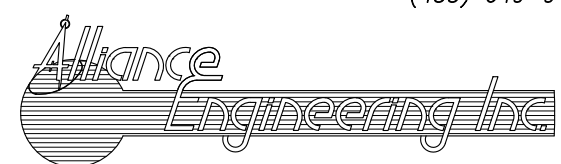
SECTION "D"

SQUARE FOOTAGE TABLE	
LOWEST LEVEL	1,074 SQ. FT.
LOWER LEVEL	1,401 SQ. FT.
MAIN LEVEL	1,527 SQ. FT.
UPPER & GARAGE LEVEL	622 SQ. FT.
TOTAL	4,624 SQ. FT.

OWNERSHIP DESIGNATIONS	
	"PRIVATE" OWNERSHIP AREA "A"
	COMMON OWNERSHIP
	LIMITED COMMON OWNERSHIP
	"PRIVATE" OWNERSHIP AREA "B"

STAG LODGE PHASE IV THIRD AMENDED AMENDING UNIT 50

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664



SURVEYOR'S 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. I further certify that by authority of the owner(s) I have made a survey of Unit 50, and have amended said Unit as shown hereon, in accordance with the provisions of the Utah Condominium Ownership Act, hereafter to be known as STAG LODGE PHASE IV THIRD AMENDED, AMENDING UNIT 50.

LEGAL DESCRIPTION

Unit No. 50, contained within the First Amended Stag Lodge Condominium Phase IV, a condominium project as the same is identified in the Record of Survey Map recorded on March 4, 1985 in Summit County, as Entry No. 363084, (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration recorded in Summit County, as Entry No. 231329 in Book 333 at Page 435 (as said Declaration may have heretofore been amended or supplemented.)

Together with the appurtenant undivided interest in said project's common areas as established in said Declaration and allowing for periodic alteration both in the magnitude of said undivided interest and in the composition of the common areas and facilities to which said interest relates.

Together with a 25 foot wide private roadway and non-exclusive public utilities easement as set forth on said Record of Survey Map for Stag Lodge Phase II recorded January 17, 1989, as Entry No. 303348 and the Record of Survey Map for Stag Lodge Phase III recorded March 1, 1990, as Entry No. 321286.

OWNER'S CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that Jason Andrew Manasse and Hava Michelle Manasse, Trustees of the Hava and Jason Manasse Living Trust dated March 30, 2018, hereby certify that they have caused this plat amendment to be made and hereby consent to the recordation of this plat amendment.

In witness whereof, the undersigned set his hand
this ____ day of _____, 2022.

Hava and Jason Manasse Living Trust,
dated March 30, 2018

By: _____
Jason Andrew Manasse, Trustee

In witness whereof, the undersigned set her hand
this ____ day of _____, 2022.

Hava and Jason Manasse Living Trust,
dated March 30, 2018

By: _____
Hava Michelle Manasse, Trustee

ACKNOWLEDGMENT

State of _____

: ss.

County of _____

On this ____ day of _____, 2022, Jason Andrew Manasse 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 a Trustee of the Hava and Jason Manasse Living Trust dated March 30, 2018, and that said document was signed by him on behalf of said Trust by authority of the Trust, and he acknowledged to me that he executed STAG LODGE PHASE IV THIRD AMENDED, AMENDING UNIT 50.

A Notary Public commissioned in _____

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No: _____

ACKNOWLEDGMENT

State of _____

: ss.

County of _____

On this ____ day of _____, 2022, Hava Michelle Manasse 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 a Trustee of the Hava and Jason Manasse Living Trust dated March 30, 2018, and that said document was signed by her on behalf of said Trust by authority of the Trust, and she acknowledged to me that she executed STAG LODGE PHASE IV THIRD AMENDED, AMENDING UNIT 50.

A Notary Public commissioned in _____

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No: _____

ASSOCIATION CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned, on behalf of Stag Lodge Owners Association, a Utah nonprofit corporation, having complied with the requirements of both Statutes and the Recorded Declaration hereby consents to the recordation of this Condominium Plat Amendment.

Warren Correll, President
Stag Lodge Owners Association, a Utah nonprofit corporation

ACKNOWLEDGMENT

State of _____

: ss.

County of _____

On this ____ day of _____, 2022, personally appeared before me, the undersigned Notary Public, in and for said County and State, Warren Correll, being duly sworn, acknowledged to me that he is the president of the Stag Lodge Owners Association, a Utah nonprofit corporation, and that he signed the above Consent to Record for, on, and in behalf of all of the unit owners at the Stag Lodge condominium project acting as a group (under the name of the Stag Lodge Owners Association, a Utah nonprofit corporation) in accordance with the Utah Condominium Ownership Act, U.C.A., Sections 57-1-1 et seq. (1963) as amended and supplemented, and the Declarations of Covenants, Conditions, and Restrictions for Stag Lodge Condominium.

A Notary Public Commissioned in _____

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No.: _____

7/22/22

JOB NO.: 1-3-22

FILE: X:\SilverLakeVillage\dwg\sr\plat2022\010322.dwg

SHEET 1 OF 1

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS ____
DAY OF _____, 2022
BY _____
ENGINEERING DEPARTMENT

PLANNING COMMISSION
RECOMMENDED BY THE PARK CITY
PLANNING COMMISSION THIS ____
DAY OF _____, 2022
BY _____
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS ____
DAY OF _____, 2022
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS ____
DAY OF _____, 2022
BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS ____ DAY OF _____, 2022
BY _____
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS PLAT
WAS APPROVED BY PARK CITY
COUNCIL THIS ____ DAY
OF _____, 2022
BY _____
PARK CITY RECORDER

PUBLIC SAFETY
ANSWERING POINT APPROVAL
APPROVED THIS ____ DAY
OF _____, 2022
BY _____
SUMMIT COUNTY GIS COORDINATOR

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____

FEE RECORDER
TIME ____ DATE ____ ENTRY NO. ____

Council Agenda Item Report

Meeting Date: September 1, 2022

Submitted by: Michelle Kellogg

Submitting Department: Public Utilities

Item Type: Ordinance

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Ordinance 2022-29, an Ordinance Amending Stormwater Illicit Discharge Detection and Elimination Authority for Park City Municipal Corporation

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Stormwater Code Amendment Staff Report](#)

[Exhibit A: Proposed Stormwater Ordinance](#)

City Council Staff Report

Subject: Stormwater IDDE Code Amendment
Author: Liz Lagoy, Storm Water Coordinator
Department: Public Utilities
Date: September 1, 2022
Type of Item: Legislative

Recommendation

Review the proposed amendment; conduct a public hearing; and consider approving Ordinance 2022-29 (Exhibit A). This ordinance would give Park City access to facilities that may be illegally polluting our stormwater in Park City, as well as put us in compliance with our Municipal Separate Stormwater System (MS4) Permit.

Background

Park City maintains an extensive stormwater drainage system, officially classified as a Municipal Separate Stormwater System (MS4) by the State of Utah. In 2016, Park City was designated as an MS4. Since then, we maintain a permit under State and Federal law to control the discharges released into our storm drain system to protect water quality. This program is important because storm drains are not connected to sanitary sewer, so everything that enters the storm drains in Park City go directly to surface waters.

Park City recently went through an audit with the Utah Department of Water Quality (DWQ) to review compliance with the MS4 Permit. The audit was successful; deficiencies were minor and no enforcement actions taken by DWQ. After the audit, DWQ listed minor deficiencies to address within 6 months. One of the deficiencies includes a minor change in the stormwater section of Park City's Municipal Code.

- This amendment is required by the DWQ to maintain our MS4 Permit without an additional finding;
- The proposed amendment does not impact Park City's practices to date;
- Park City already investigates illicit discharges and takes all necessary measures to contain and remove illicit discharges;
- This proposed amendment does not incur any additional costs to PCMC; and
- This amendment will further ensure the protection of surface water quality in Park City.

The post audit report stated:

"The City's Ordinance indicated that the City had authority to inspect sites issued a City land disturbance permit, but did not indicate the authority to enter properties without permit coverage for detection and elimination of spills and illicit discharges."

The City is required to make this Code amendment by November 26, 2022. The current Code (13-3-2 A.1) allows the City to enter and investigate properties with land disturbance permits to detect and eliminate illicit discharges. The proposed code amendment will include an addition to allow the City to enter properties without land disturbance permits to eliminate illicit discharges if necessary to prevent them from entering our storm drains and surface waters.

Funding

No funding is needed for this proposed Code amendment.

Exhibits

A Ordinance 2022-29 Proposed Code Amendment

Exhibit A - Ordinance 2022-29 Proposed Code Amendment

Ordinance No. 2022-29

AN ORDINANCE AMENDING STORMWATER ILLICIT DISCHARGE DETECTION AND ELIMINATION AUTHORITY FOR PARK CITY MUNICIPAL CORPORATION.

WHEREAS, the Municipal Separate Storm Sewer Permit requires that the city has authority to enter properties to investigate and eliminate illicit discharges; and

WHEREAS, a public hearing was held on September 1, 2022, at the City Council's regularly scheduled meetings.

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

Amendment of SECTION 13-3-1 of the Municipal code, is hereby amended as shown below:

13-3-1 Illicit Discharges

...

A. Inspections.

1. Visual inspections: visual inspections by the City of discharges to natural water bodies, spills and stormwater related controls on private property within the City limits are permitted by the City at any time.
2. Other Inspections: When a visual inspection is not adequate to determine the extent of discharges to natural water bodies, spills or to determine the status of stormwater related controls on private property, real or suspect, the City will give twenty four (24) hours' notice of the inspection to take place and the extent of the inspection. Equipment and manpower necessary to perform the inspection will be allowed to access and work as necessary to determine the state of the situation.
3. Emergency Inspections: During times of emergency including discharges to natural water bodies, spills or potential damage to life or property, real or suspect, the City may access the location of concern on private property as necessary and with the equipment required to determine the status of the situation. Reasonable attempts to contact the property owner prior to the inspection shall be made prior to accessing private property.

...

SECTION 2. EFFECTIVE DATE. The Stormwater Illicit Discharge Code Amendment shall take effect upon publication.

PASSED AND ADOPTED this 1st day of September, 2022.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

City Council Staff Report



Subject: Sommet Blanc Condominiums
Application: PL-22-05242
Author: Makena Hawley
Date: September 1, 2022
Type of Item: Administrative – Condominium Plat

Recommendation

(I) Review the Sommet Blanc Condominium Plat; (II) conduct a public hearing; and (III) consider approving Ordinance 2022-33 based on the Findings of Facts, Conclusions of Law, and Conditions of Approval recommended by the Planning Commission in the Draft Ordinance (Sommet Blanc Condominiums, Exhibit A).

Description

Applicant: Ruby Land Holding Company, LLC
NPLG Investco, LLC
Alpine Villas, LLC
Vonspar, LLC
Location: 9300 Marsac Avenue
Zoning District: Residential Development (RD) Zoning District within a Master Planned Development (MPD)
Adjacent Land Uses: Montage, Empire Day Lodge, Deer Valley Ski Resort and Open Space
Reason for Review: The Planning Commission reviews Condominium Plats, conducts a public hearing, and forwards a recommendation to City Council. The City Council conducts a public hearing and takes final action.¹

Abbreviations

AUE	Affordable Unit Equivalent
CC&R	Covenants, Conditions, and Restrictions
COA	Conditions of Approval
CUP	Conditional Use Permit
DA	Development Agreement
LMC	Land Management Code
MPD	Master Planned Development
RD	Residential Development
SF	Square Feet
UE	Unit Equivalent

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC [§ 15-15-1](#)

¹ LMC [§ 15-7.1-6\(C\)](#)

Summary

The proposed Condominium Plat at 9300 Marsac Avenue includes:

- 3 Lodges
- 49 Residential Units (162,000 square feet)
- 6 Deed Restricted Affordable Units
- 2 ADA Units (HOA Common Area)
- 1 Restaurant (3,559 square feet)
- 107 Parking Stalls for Sommet Blanc
- 56 Parking Stalls for Empire Day Lodge
- 3 Acre Conservation Easement

This condominium plat memorializes the density and modified volumetrics and design for the development of Pod B2² of the 2007 Flagstaff Development Agreement³ (DA), the approved Conditional Use Permit (CUP), and the Amendment to the 2007 Empire Pass B-2 Master Planned Development (MPD)⁴. The condominium plat will confirm configuration of proposed units and identify areas of Private, Limited Common, and Common ownership (Exhibit A). See Exhibits A, B, C and D for the proposed plat, the original plat, applicant intention and photos, and existing conditions survey.

On July 13, 2022, the Planning Commission reviewed the Condominium Plat, conducted a public hearing, and unanimously voted to positively recommend the proposal to City Council ([Staff Report](#); [Minutes](#), p.3).

Background

The proposed Sommet Blanc Condominium is located within the Residential Development (RD) zoning district on a platted subdivision, B2 East Subdivision plat.

The property is subject to the following governing documents:

- The [2007 Empire Pass B-2 Master Planned Development](#) (MPD, Exhibit F);
- The [2007 Amended Flagstaff Development Agreement](#) (DA, Exhibit E); including the [14 specific technical reports \(Exhibit J\)](#); and
- The [2017 B2 East Subdivision](#) approval ([Ordinance 2017-07](#), Exhibit D).

On March 9, 2022, the Planning Commission approved an Amendment to the MPD as well as the DA and a Conditional Use Permit for a Multi-Unit Dwelling. The approval modifies design and volumetrics, including a height exception (Final Action Letter – Exhibit C).

On April 18, 2022, the City received an application for the Sommet Blanc condominium plat. Staff determined the application was complete on May 9, 2022.

²Also known as [B2 East Subdivision Plat](#)

³ [2007 Amended Flagstaff Development Agreement](#)

⁴ Sommet Blanc/B2 East Conditional Use Permit and Amendments to Pod B2 Master Planning Development and Flagstaff Agreement ([Staff Report](#), [Minutes](#), Final Action Letter Exhibit C)

Analysis

(I) The Sommet Blanc Condominium plat complies with the Residential Development (RD) Zoning District Requirements⁵

The purpose of the RD 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 types⁶.

Multi-Unit Dwellings are a Conditional Use in the RD Zone. On March 9, 2022, the Planning Commission approved a Conditional Use Permit for the Sommet Blanc Multi-Unit Dwellings⁷.

Lots and Sites within the RD Zone must comply with the following requirements⁸ and are subject to the DA (Exhibit E) and the B2 MPD (Exhibit F):

Requirements	Proposal
Density Maximum density is three (3) units per acre	<i>Complies.</i> Through the Flagstaff Annexation (Exhibit H) and Flagstaff DA, density was allocated to clustered developments throughout Empire Pass. On March 14, 2007, the Planning Commission approved an MPD for Pod B2 at Empire Pass as an amendment to the July 28, 2004 Village at Empire Pass MPD, establishing a density of 81 multi-family Unit Equivalents (UEs) ⁹ totaling 162,000 sf of residential development, in not more than 70 condominium units, as identified by the Pod B-2 Master Planned Development (Exhibit G). On March 9, 2017, the City Council approved the B2 East Subdivision creating a lot of record for the B2 East project.

⁵ LMC [§ 15-2.13](#)

⁶ LMC [§ 15-2.13-1](#)

⁷ LMC [§ 15-2.13-2](#)

⁸ LMC [§ 15-2.13-3](#)

⁹ One Residential UE is equal to 2,000 sf, totaling 162,000 sf of residential development permitted.

	Sommet Blanc Condominiums proposes 49 residential units totaling 162,000 sf of residential development, above underground parking in three (3) multi-unit condominium buildings with a 3,600-sf public restaurant. In Section 2.2.1.5 of the DA, 75,000 sf of Resort Support Commercial was approved for Empire Pass. <u>Allocated by CUP or plat:</u> Montage Spa- 35,000 sf Montage retail, restaurants/kitchens, bar, etc. -28,059 sf Grand Lodge- 1,275 sf Tower Club dining/kitchen/store- 5,802 Remaining sf available for Sommet Blanc Restaurant: 4,864 sf.
Front Setback Minimum 20' for the Main Building and 25' for a front facing garage	<i>Complies.</i> The B2 East Subdivision contains six sides and is a unique shape. On July 5, 2022 the Planning Director issued a Determination of Setback Requirements for Unusual Lot Configurations pursuant to § 15-4-17 (Exhibit K). The buildings maintain a minimum 20-foot setback from the front property line.
Rear Setback Minimum 15'	<i>Complies.</i> The buildings maintain a minimum 15-foot setback from the rear property line.
Side Setback Minimum 12'	<i>Complies.</i> The buildings maintain a minimum 12-foot setback from the side property line.
Building Height Per Pod B2 MPD the building is permitted to reach 82 feet above a benchmark grade. Per the MPD modification approval, the building was granted a height exception to allow the following:	<i>Complies.</i> On March 9, 2022, the Planning Commission approved an amendment to the Pod B2 MPD that modified a Condition of Approval to allow a height exception for Building A of 82 feet and an allowance of 94 feet for Building B and 106 feet for Building C above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum point). Condition of Approval (COA) #48 from the approved MPD Modification/CUP requires a restriction that limits elevator overruns and mechanical screening to extend no more than three feet (3') above permitted Building Height as shown in plans approved on March 9, 2022.

Building A 82' above USGS 8345' Building B 94' above USGS 8362' Building C 106' above USGS 8376'6"	Sheet 18 of 18 on the proposed plat exhibits each building section (Exhibit A). Building A reaches a maximum USGS elevation of 8,423' 4" over a benchmark of 8,345' and a height of 81' 4". Building B reaches a USGS elevation of 8,452' 4.5" over a benchmark of 8,362' and a height of 91' 7.25". Building C reaches a USGS elevation of 8,482' 3.5" over a benchmark of 8,376' 6" and a height of 105' 8.25".												
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.	Complies. Per LMC Chapter 15-3, Buildings A, B and C require 142.6 off-street parking spaces for residential and restaurant uses. Included in this calculation, each market rate and affordable unit will have one parking stall assigned to the unit. The Transit and Parking Management Plan approved with the MPD and the DA requires a 25% reduction in parking from what would be normally required by the LMC (Exhibit J). Thus, the parking stall requirement is reduced by 25% to 107.1 rounding to 107 parking spaces. In addition to the 107 parking spaces required for the Sommet Blanc project, the 2007 MPD permits <i>up to</i> 75 parking spaces on the B2 East site for the benefit of Deer Valley's adjacent Fireside Dining operation in the Empire Day Lodge, including 56 tandem parking spaces within a parking deck dedicated for valet parking (Section 2.5 of DA Exhibit E and Section (E) of the MPD Off Street Parking Exhibit F and Exhibit O). <table border="1" data-bbox="505 1392 1341 1875"> <thead> <tr> <th>Sommet Blanc Parking Item and Total</th><th>LMC §15-3-6 Parking Requirement</th></tr> </thead> <tbody> <tr> <td>Six units less than 1,000 sf <i>Required: 1 per Dwelling Unit</i></td><td>6 Spaces</td></tr> <tr> <td>Two units between 1,000 and 2,000 sf <i>Required: 1.5 per Dwelling Unit</i></td><td>3 Spaces</td></tr> <tr> <td>49 units 2,000 sf or greater <i>Required: 2 per Dwelling Unit</i></td><td>98 Spaces</td></tr> <tr> <td>Restaurant totaling 3,559 sf <i>Required: 1 per every 100 sf</i></td><td>35.6 Spaces</td></tr> <tr> <td>Total:</td><td>142.6</td></tr> </tbody> </table>	Sommet Blanc Parking Item and Total	LMC §15-3-6 Parking Requirement	Six units less than 1,000 sf <i>Required: 1 per Dwelling Unit</i>	6 Spaces	Two units between 1,000 and 2,000 sf <i>Required: 1.5 per Dwelling Unit</i>	3 Spaces	49 units 2,000 sf or greater <i>Required: 2 per Dwelling Unit</i>	98 Spaces	Restaurant totaling 3,559 sf <i>Required: 1 per every 100 sf</i>	35.6 Spaces	Total:	142.6
Sommet Blanc Parking Item and Total	LMC §15-3-6 Parking Requirement												
Six units less than 1,000 sf <i>Required: 1 per Dwelling Unit</i>	6 Spaces												
Two units between 1,000 and 2,000 sf <i>Required: 1.5 per Dwelling Unit</i>	3 Spaces												
49 units 2,000 sf or greater <i>Required: 2 per Dwelling Unit</i>	98 Spaces												
Restaurant totaling 3,559 sf <i>Required: 1 per every 100 sf</i>	35.6 Spaces												
Total:	142.6												

	25% Reduction per DA:	107.1	
	Addition of Empire Day Lodge Parking (Required per DA and MPD):	56 Tandem spaces	
	Total Parking Spaces:	163 Spaces	
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.	Condition of Approval #9 Subject to the COAs of the approved CUP - 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 March 9, 2022. Attached in Exhibit N is the Empire Pass Master Owners Association Design Review Board Approval.		
Residential Units	Complies. Condition of Approval #15 49 Market rate units are proposed for a total of 162,000 sf or 81 UEs. 2 ADA units are proposed for a total of 1,609 sf. These will remain Common Space. ADA units are not calculated in the overall residential square footage ¹⁰ .		
Commercial space	Complies. The DA included a total of 75,000 sf of Resort Support Commercial uses for Empire Pass development. Out of the total granted Resort Support Commercial square footage, B2 East was allotted 3,600 sf. The applicant is proposing a restaurant, open to the Public, for a total of 3,559 sf.		
Residential Accessory uses (Guest amenities)	Complies. The Residential Accessory Use was not counted in the DA or the MPD; the applicant proposes a total of 141,660 sf ¹¹ . This includes: 28,963 sf of amenity space (skier lounges, ski/boot storage, fitness facilities, yoga and massage rooms,		

¹⁰ LMC [§ 15-6-8](#)

¹¹ LMC [§ 15-6-8 \(F\)](#)

	swimming pool and hot tubs, board rooms and concierge desk) • 3,474 sf of back of house • 33,800 sf of circulation • 1,103 sf of bathrooms • 12,025 sf of storage • 8,941 sf of mechanical, electrical, and plumbing • 53,354 sf of parking These square footages were noted in the CUP report reviewed and approved by the Planning Commission March 9, 2022.
Affordable Housing Requirements	<i>Complies. Conditions of Approval #6, #7, & #8</i> The total On-Mountain remaining requirement for the Flagstaff DA is 4.03 Affordable Unit Equivalents (AUEs). The applicant proposes six (6) Affordable housing units (Four Studio apartments and two, two-bedroom units). This is a total of 5.9 AUEs or 4,683 sf. Affordable Units constructed on site do not count toward the Residential Unit Equivalents of an MPD and are therefore exempt from project Density.¹²

The platted Units include:

Unit #	Total Floor Area (sf)	Plat Sheet Number
Residential Saleable Units		
A 202	2640	5
A 203	2547	5
A 204	3208	5
A 301	2714	5
A 302	2640	5
A 303	2547	5
A 304	3200	5
A 401	2544	6
A 402	2640	6
A 403	2547	6
A 404	3204	6
A 501	2719	6
A 502	2640	6
A 503	3944	6

¹² LMC [§ 15-6-8](#).

A 601	5290	7
B 202	2652	10
B 203	2580	10
B 204	2973	10
B 301	2549	10
B 302	2652	10
B 303	2580	10
B 304	3195	10
B 401	2713	11
B 402	2652	11
B 403	2580	11
B 404	3217	11
B 501	2546	11
B 502	2652	11
B 503	2580	11
B 504	3189	11
B 601	2713	12
B 602	2652	12
B 603	2580	12
B 604	3244	12
B 702	4506	12
B 703	4848	12
C 201	4180	14
C 202	3840	14
C 301	4208	14
C 302	4195	14
C 401	4190	15
C 402	4208	15
C 501	4208	15
C 502	4195	15
C 601	4190	16
C 602	4208	16
C 701	4208	16
C 702	4195	16
C 801	5095	17
Total:	161,997	
Affordable Employee Units		
EMP-A	1,473	5
EMP-B	1,473	10
EMP-C1	444	13
EMP-C2	431	13
EMP-C3	425	13
EMP-C4	479	13
Required: 4,683 sf.	Provided: 4,725 sf.	

ADA Units (Maintained as Common Area)		
ADA – A21	808	5
ADA – B21	801	10
Total:	1,609 sf.	

(II) The Sommet Blanc Condominium plat complies with General Subdivision Requirements¹³

The Planning Commission and City Council have the authority to regulate the Subdivision of land and to attach reasonable conditions to the Subdivision.¹⁴ The Planning Commission also must take into consideration requirements of the Land Management Code, the General Plan, and Sensitive Land Overlay, including the topography and natural features of the Property.

Requirement	Proposal
The Subdivision name must not duplicate the name of any other Subdivision in Summit County	<i>Complies.</i> The name Sommet Blanc Condominiums does not duplicate any existing Subdivision.
Limits of Disturbance	<i>Condition of Approval #10</i> The Lot and site disturbance has been extensively reviewed by the Planning Commission and the Planning Department. The Lot has been disturbed often in the past, including a mine, mine tail remediation, two sales buildings and a water line project. Staff recommends the Limits of Disturbance not cross into the Conservation Easement excluding the maintenance to the Mid Mountain Trail.
Roads and Utility Lines	<i>Condition of Approval # 3</i> The extension of the existing road and curb cut, and all new utility lines shall comply with all requirements as directed by the City Engineering Department.
Open Space	Not Applicable

¹³ LMC [§ 15-7.3-2](#)

¹⁴ LMC [§ 15-7-6.](#)

	Sommet Blanc Condominiums is a development under the 2007 Flagstaff DA which designated development pods and dedicated open space. Sommet Blanc is located in development Pod B.
Drainage Ways	Condition of Approval #3 Drainage shall be designed and maintained to meet the requirements of the City's Engineering Department.
Soil conditions and groundwater existence shall be considered	Condition of Approval #5 The property is not within the Soils Ordinance. If the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law. The property is the site of the historic Mazepah mine shaft. In August of 2018, the EPA confirmed that all work performed to remediate and remove soil under an Administrative Settlement and Order on Consent for Removal Action was in accordance with EPA requirements (Exhibit K).
Architectural Standards	Condition of Approval #9 The proposed structure meets the Design Guidelines within the Empire Pass Design Guidelines in effect for Empire Pass as amended by the Planning Commission on March 9, 2022 and approved by the Empire Pass Design Review Board.
Fire Sprinkling	Condition of Approval #12 Interior and exterior fire sprinkler systems may be required by the Park City Fire District at the time of Building Permit review.

(III) Staff recommends Conditions of Approval to comply with General Lot Design Requirements¹⁵

¹⁵ LMC [§ 15-7.3-3](#)

Requirement	Proposal
The Lot arrangement shall be such that there will be no foreseeable difficulties in providing reasonable driveway Access	<i>Complies.</i> The proposed Condominium plat allows for reasonable driveway Access.
The building envelope shall minimize disturbance of existing vegetation	Condition of Approval #13 Through extensive Planning Commission review, a site plan creating a significantly smaller disturbance to the Lot allowed for a 3.06-acre Conservation Easement.
Square Footage, Building Height and Lot Size	Complies There are no Lot Size restrictions in the RD Zone. Though the Flagstaff Development Agreement, the Pod B2 MPD, as amended, and the approved CUP on March 9, 2022, the square footage and building height as proposed, meet the requirements.
Lot drainage shall be laid out to provide positive drainage away from all Buildings in accordance with the International Building Code	Condition of Approval #3 Drainage shall be designed and maintained to meet the requirements of the City's Engineering Department.
Limits of Disturbance and Vegetation Protection	<i>Not Applicable.</i> Noted in Subdivision Requirements Table above.

(III) The Sommet Blanc Condominium plat complies with the Conditions of Approval outlined in the Multi-Unit Dwelling Conditional Use Permit and Modifications to the Master Planned Development and Development Agreement Final Action Letter

The Sommet Blanc CUP and Amendment to the Flagstaff DA and Pod B2 MPD required 49 COAs be met (Exhibit C), analyzed below:

Eight COAs are Standard Conditions of Approval:	#1, #2, #10, #15, #16, #31, #44, #46
Twenty-Four are COAs required to be met at the Building Permit stage:	#3, #4, #5, #6, #7, #8, #17, #18, #19, #20, #23, #26, #27, #28, #29, #33, #34, #35, #36, #37, #39, #40, #45, #48, #49
Two COAs are required before the recordation of the plat:	#12, #14

Three COAs are required prior to Certificate of Occupancy issuance:	#24, #25, #32
---	---------------

Plat and Covenants, Conditions, and Restrictions (CC&Rs) (Exhibit L) Conditions of Approval from Final Action Letter Approved by the Planning Commission March 9, 2022:

CUP COA #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.*

Will require compliance at Building Permit stage. COA #16.

This Condition is finalized at Building Permit stage; however, the Applicant has been working with the different utilities to confirm the following:

Rocky Mountain Power Easements:

Existing on the plat, a temporary 10' Power easement conflicts with proposed building footprint. Prior to recordation, the Applicant shall vacate or relocate the power easement to be located outside the building footprint with Rocky Mountain Power.

SBWRD:

Line extension currently being worked on has bond posted (2 years ago). The plat will record a 30' wide waterline and 20' foot wide utility access easement. This will consist of a 12' wide dirt road for water department access.

Trails and Open Space:

Two snow storage easements are located on the plat for snow removal of upper parking lot.

These plans confirm the utility viability and screening, and fencing will be confirmed at building permit.

CUP COA #11 - *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 (CO) for the building.*

Complies. COAs # 6, #7, & #8.

The six affordable units are indicated on the plat.

Two- two bedrooms and four – studio units, shown on pages 5, 10, and 13. The total square footage of all units equals 4,725 sf that meets the required amount of 4.03 AUEs required by the Flagstaff DA and the approved modified MPD total of 5.9 AUEs or 4,683 sf.

Before CO is issued, Planning and Housing staff shall confirm that all affordable units are completed to the standards that match the deed restrictions and the plans approved on March 9, 2022.

COA # 12 - *Deed restrictions for the six (6) affordable 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 affordable units are subject to a deed restriction.*

Complies. COAs # 7 & #8.

The Applicant has been working with the Housing Department to complete the appropriate Deed restrictions prior to plat recordation.

Plat Note # 11 reads: *"Units EMP-A, EMP-B, EMP-C1, EMP-C2, EMP-C3 & EMP-C4 are deed restricted employee/affordable housing units."*

COA #13 – *The CCRs shall limit the HOA dues related to the deed restricted affordable 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 HOA fees.*

Complies.

The Applicant has provided the Draft CC&Rs in Exhibit L. Page 8 Section 5 outlines the parameters of the "Employee Housing Unit; Resident Manager" parameters, including 5.3 that states:

"The rights, benefits, duties, and obligations of the owner(s) of the Employee Housing Unit(s) in the Association, including, but not limited to, the right to vote and the obligation to pay Assessments, shall be based upon a reduced Par Value as set forth in Section 6.3 so long as the Employee Housing Unit(s) are subject to the Deed Restriction. In the event that the Deed Restriction is removed from an Employee Housing Unit, the owner of that Employee Housing Unit shall enjoy the rights, benefits, duties, and obligations associated with a Unit on a standard Par Value."

On Page 69, Exhibit A of the CC&Rs labeled "Schedule of Units, Square Footage, Votes and Undivided Interests in Common Areas" the Employee/Affordable Units hold a 10% Par Value compared to the square footage of the unit.

COA #21 - *The deed restricted units shall meet the plat note requirement of 4.2 AUEs for this lot. One AUE is equivalent to 800 sf according to the Development Agreement.*
Complies. COAs ## 6, #7, & #8.

As noted in COA #11 above, the plat identifies 6 affordable units, totaling a compliant square footage of 4,725 sf.

COA # 22 - *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.*

Complies.

Will require compliance at Building Permit stage.

Plat note #15 states:

"This development is part of a common plan development and a MS4 storm water permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance."

COA #30 - *The CC&Rs shall provide notice and process for the tracking and collection of the Open Space Transit Management Fund also known as the Re-Investment Fee as required and defined in 3.2 of the Amended and Restated Flagstaff Development Agreement.*

Complies.

Page 20 of the CC&R Declaration for Sommet Blanc, Section 12 #15 states:

"The Owners acknowledge that, as more particularly defined in the Master Declaration, the Master Association has the right to assess a transfer fee ("Transfer Assessment") upon an Owner selling, transferring, leasing (for a term greater than fifteen years) or conveying a Unit (collectively, a "Transfer") to a third party ("Transferee"). As more particularly described in the Master Declaration: (i) there are certain Transfers which are exempt from the Transfer Assessment; (ii) the Transfer Assessment shall be payable to the Master Association by the Transferee; and (iii) the Transfer Assessment equals the Gross Sales Price of a Unit multiplied by the Transfer Assessment Rate."

COA #38 - *Applicant shall provide information in the CC&Rs or other documents governing a homeowner or master owners association for the Development regarding notice of the Electric Vehicle Charging Station infrastructure that exists on site.*

Complies.

Page 11 of the CC&R Declaration for Sommet Blanc, the final portion of Section 7 #1 states:

"Infrastructure necessary for electric vehicle charging stations shall be provided within Limited Common Area parking spaces appurtenant to each Residential Unit."

COA #41 - *The two (2) ADA units will be owned, maintained and kept in perpetuity as ADA units, by the HOA and provided for guests who require such accommodations.*

Complies.

Page 9 of the CC&R Declaration for Sommet Blanc, the final portion of Section 6 #2 states:

"The Common Areas and Facilities also include the areas designated on the Plat as ADA Unit A21 and ADA Unit B21 and commonly referred to herein as the "Guest Room(s)." The Guest Room(s) will be operated by the Association for the use and benefit of the Owners and their guests, as well as unrelated persons, including

persons with disabilities, desiring to rent nightly accommodations in the Project. The Guest Room(s) shall be constructed in compliance with the requirements of the Americans with Disabilities Act, the Fair Housing Act and other federal, state and local legislation requiring the provision of facilities that are accessible by persons with physical disabilities. The principal purpose of the Guest Room(s) is to provide accommodations to disabled persons desiring to rent nightly accommodations in the Project, as determined by Declarant. The use and occupancy of the Guest Room(s) shall be governed by rules and regulations adopted by the Declarant, and, after the Period of Declarant Control of the Association set forth in Section 11.3, by the Association. Such rules and regulations shall at all times give priority in the rental of the Guest Room(s) to persons with disabilities. Thereafter, priority shall be given to Owners desiring to rent the Guest Room(s) for their personal use or use by family and guests of Owners. The Association may also rent the Guest Room(s) to members of the public, in accordance with the rules and regulations adopted by the Association, so long as such use shall not unreasonably impair the availability of the Guest Room(s) for disabled persons. Because the Guest Room(s) are part of the Common Areas and Facilities of the Project, all revenue generated from the rental of the Guest Room(s) shall inure to the benefit of the Association, and not to any individual Owner. Likewise, all expenses of maintaining, repairing and operating the Guest Room(s) shall be part of the Common Expenses. The Guest Room(s) may not be sold by the Association but must remain part of the Common Areas and Facilities of the Project.”

COA #42 - The Applicant will record a Conservation Easement on 3.06 acres on the upper portion of the site.

Complies.

Page 54 of the CC&R Declaration for Sommet Blanc, Section 23 #14 states:
“Common areas located within the northeastern portion of the Property constituting approximately 3 acres are subject to a conservation easement as set forth and described in the instrument of record recorded with the Summit County Recorder’s Office.”

The Applicant is working with Summit Mountain Lands to finalize the Conservation Easement prior to plat recordation (Exhibit M). Condition of Approval #13 states:” The Applicant will record a Conservation Easement on 3.06 acres on the upper portion of the site prior to Condominium Plat recordation.”

COA #43 - *The Applicant will be required to meet the 4.03 AUEs with a total of 5.9 AUEs (a total of 4,683 sf) to meet the Affordable Housing obligation.*

Complies.

Noted in COAs #12 and #21 above.

COA #47 - *Applicant shall provide a snow storage easement approved by the City Engineer on the Sommet Blanc property opposite the Mid Mountain Trail parking lot in an area that does not disturb Significant Vegetation.*

Complies.

Noted on first page of the plat on north-east side of property.

COA #48 - *Notwithstanding greater exceptions for appurtenances in LMC 15-2.13-4.A, elevator overruns and mechanical screening may extend no more than three feet (3') above permitted Building Height as shown in plans approved on March 9, 2022. (Shall be confirmed at Building Permit stage)*

Complies.

This will be confirmed at Building Permit. Additionally, Section drawings on Sheet 18 shows compliance with the height.

(V) There is Good Cause for the Sommet Blanc Condominium plat¹⁶

Staff finds good cause for this condominium plat as it is consistent with the density and uses identified in the approved DA, Pod B2 Master Planned Development, and CUP as amended. The condominium plat allows for the sale of individual units and provides six affordable housing units on site.

Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on June 29, 2022. Staff mailed courtesy notice to property owners within 300 feet on June 28, 2022. The *Park Record* published notice on June 29, 2022. LMC [§ 15-1-21](#).

Public Input

Staff did not receive any public input at the time this report was published.

Alternatives

- The City Council may adopt Ordinance No. 2022-33; or
- The City Council may deny Ordinance No. 2022-33 and direct staff to make Findings for this decision; or
- The City Council may continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance No. 2022-33

Attachment 1: Proposed Sommet Blanc Condominiums Plat

Exhibit B: Applicant Narrative, Site Photos and Existing Conditions

Exhibit C: CUP, MPD Amendment and Development Agreement Amendment Final Action Letter

¹⁶LMC [§ 15-15](#) Good Cause

Exhibit D: B2 East Subdivision Plat
Exhibit E: 2007 Amended Flagstaff Development Agreement
Exhibit F: 2007 Empire Pass B-2 Master Planned Development
Exhibit G: 2004 Village at Empire Pass MPD
Exhibit H: Ordinance 99-30 Flagstaff Annexation
Exhibit I: Resolution 20-99 Large Scale Flagstaff MPD
Exhibit J: Flagstaff DA 14 Technical Reports
Exhibit K: Environmental Protection Agency notice of completion of Removal action for
Mazepah Mine Waste Site
Exhibit L: Declaration for Sommet Blanc CC&Rs (6/9/2022)
Exhibit M: Current Proposed Conservation Easement
Exhibit N: Empire Pass Master Owner Association Board (EPMOA) Design Review
Board Approval of Sommet Blanc Design
Exhibit O: Dedicated Parking Agreement Between Deer Valley and Applicant

Ordinance No. 2022-33

AN ORDINANCE APPROVING THE SOMMET BLANC CONDOMINIUMS, LOCATED AT 9300 MARSAC AVENUE, PARK CITY, UTAH

WHEREAS, the owners of the property located at 9300 Marsac Avenue petitioned the City Council for approval of the Sommet Blanc Condominiums Plat; and

WHEREAS, on June 28, 2022, staff mailed courtesy notice to property owners within 300 feet, posted notice to the Utah Public Notice Website and City Website, and posted notice to the property for the Planning Commission and City Council public hearings; and

WHEREAS, on June 29, 2022, the *Park Record* published notice for the Planning Commission and City Council public hearings; and

WHEREAS, on July 13, 2022, the Planning Commission reviewed the proposed Sommet Blanc Condominiums and held a public hearing; and

WHEREAS, on July 13, 2022, the Planning Commission forwarded a positive recommendation for City Council's consideration on September 1, 2022; and

WHEREAS, on September 1, 2022, the City Council reviewed the Sommet Blanc Condos and held a public hearing; and

WHEREAS, the Sommet Blanc Condominiums Plat is consistent with the 2007 Flagstaff Development Agreement as Amended, the Pod B2 Master Planned Development as Amended, and the Conditional Use Permit for Multi-Unit Dwellings, approved by the Planning Commission on March 9, 2022;

WHEREAS, the Sommet Blanc Condominiums is consistent with the Park City Land Management Code, including Chapters 15-2.13 *Residential Development Zoning District*, and Sections 15-7.3-2 *General Subdivision Requirements* and 15-7.3-3 *General Lot Design Requirements*.

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

SECTION 1. APPROVAL. The Sommet Blanc Condominiums is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Sommet Blanc Condominium Plat proposes 3 lodges, with 49 residential units (162,000 square feet), 6 Deed restricted Units, 2 ADA Units, and 1 Restaurant (3,559 square feet).
2. The Condominium plat is located in the Residential (RD) Zone.

3. The Condominium plat is subject to the requirements of the 2007 Flagstaff Development Agreement (DA) as amended, the 2007 Empire Pass Pod B2 Master Planned Development (MPD) as amended, 14 specific technical reports, the 2017 B2 East Subdivision and the approved Conditional Use Permit for a Multi-Unit Dwelling by the Planning Commission on March 9, 2022.
4. On March 9, 2022, the Planning Commission approved an Amendment to the 2007 Empire Pass B-2 Master Planned Development as well as the DA and a Conditional Use Permit to review impacts of a Multi-Unit Dwelling and allow a modification to design and volumetrics, including a height exception.
5. On April 18, 2022, the City received an application for the Sommet Blanc condominium plat.
6. On May 9, 2022, staff deemed the application complete.
7. The proposed condominium plat memorializes density, size and configuration of proposed units and identifies areas of private and common ownership.
8. Multi-Unit Dwellings are a Conditional Use in the RD Zone.
9. Through the Flagstaff Annexation and 2007 Flagstaff DA, density was allocated to clustered developments through Empire Pass.
10. On March 14, 2007, the Planning Commission approved an MPD for Pod B2 at Empire Pass as an amendment to the July 28, 2004 Village at Empire Pass MPD allocating 81 multi-family Unit Equivalents (UEs) in not more than 70 condominium units.
11. The Applicant recorded a Development Covenant which allocates 3,600 sf of Resort Support Commercial from the maximum 75,000 sf allowed in Resolution 20-99 that granted the equivalent of a "large-scale" MPD.
12. On July 5, 2022 the Planning Director made a Determination of Setback Requirements for Unusual Lot Configurations pursuant to § 15-4-17.
13. The RD Front Setback of 20 feet for the Main Building and 25' for a front facing garage complies.
14. The RD Rear Setback of 15 feet complies.
15. The RD Side Setback of 12 feet complies.
16. On March 9, 2022, the Planning Commission approved an amendment to the Pod B2 MPD that modified a Condition of Approval to allow a height exception for Building A of 82 feet and an allowance of 94 feet for Building B and 106 feet for Building C above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum point).
17. Condition of Approval (COA) #48 from the approved CUP requires a restriction that limits elevator overruns and mechanical screening to extend no more than three feet (3') above permitted Building Height as shown in plans approved on March 9, 2022.
18. Building A reaches a maximum USGS elevation of 8,423' 4" over a benchmark of 8,345' (max allowed USGS 8,462') and a height of 81 feet 4 inches.
19. Building B reaches a USGS elevation of 8,452' 4.5" over a benchmark of 8,362' (max allowed USGS 8,474') and a height of 91' 7.25".
20. Building C reaches a USGS elevation of 8,482' 3.5" over a benchmark of 8,376' 6" (max allowed USGS 8,486') and a height of 105' 8.25".
21. Per LMC §[15-3](#), Buildings A, B and C require 142.6 off street parking spaces for

residential and restaurant uses

22. Each market rate and affordable unit will have one parking stall assigned to the unit. Per Flagstaff DA, the parking stall requirement is reduced by 25% to 107.1 rounding to 107 parking spaces.
23. The 2007 MPD permits *up to* 75 parking spaces on the B2 East site for the benefit of Deer Valley's adjacent Fireside Dining operation in the Empire Day Lodge.
24. The Sommet Blanc project includes 56 tandem parking spaces within a parking deck dedicated for valet parking by Deer Valley.
25. Sommet Blanc Residences will provide 163 parking spaces.
26. Subject to the COAs of the Amended DA - 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 March 9, 2022.
27. 49 Market rate units are proposed for a total of 162,000 square feet or 81 UEs.
28. Two ADA units are proposed for a total of 1,609 square feet. These must remain Common Space.
29. AUEs and ADA units are not calculated in the overall residential square footage.
30. The Residential Accessory Use was not counted in the DA or the MPD, the applicant proposes a total of 141,660 sf.
31. The total On-Mountain remaining requirement for the Flagstaff DA is 4.03 Affordable Unit Equivalents (AUEs). The applicant proposes six (6) Affordable housing units (Four Studio apartments and two, two-bedroom units) for a total of 5.9 AUEs or 4,683 sf.
32. Affordable Units constructed on site do not count toward the Residential Unit Equivalents of an MPD and are therefore exempt from project Density.
33. The name Sommet Blanc Condominiums does not duplicate any existing Subdivision.
34. The Lot and site disturbance has been extensively reviewed by the Planning Commission and the Planning Department.
35. No Open Space is required at this time due to Sommet Blanc Condominiums being a development under the 2007 Flagstaff DA which had designated development pods and dedicated open space. Sommet Blanc is located in development Pod B.
36. The Pod B2 MPD Conclusion of Law #10 notes that the Flagstaff Annexation was not included in the Sensitive Lands Overlay.
37. The property is the site of the historic Mazepah mine shaft. In August of 2018, the EPA confirmed that all work performed to remediate and remove soil under an Administrative Settlement and Order on Consent for Removal Action was in accordance with EPA requirements.
38. The proposed structure meets the Design Guidelines within the Empire Pass Design Guidelines in effect for Empire Pass as amended by the Planning Commission on March 9, 2022 and approved by the Empire Pass Design Review Board.
39. The proposed Condominium plat allows for reasonable driveway Access.
40. Through extensive Planning Commission review, a site plan creating a

significantly smaller disturbance to the Lot, allowed for a 3.06-acre Conservation Easement.

41. The Sommet Blanc CUP and Amendment to the Flagstaff DA and Pod B2 MPD required 49 COAs be met.
42. The proposed Condominium Plat complies with Land Management Code Section 15-7.3-2, as outlined in the staff report, and conditioned below.
43. The proposed Condominium Plat complies with Land Management Code Section 15-7.3-3, as outlined in the staff report, and conditioned below.
44. The proposed Condominium Plat complies with the Conditions of Approval outlined in the Multi-Unit Dwelling Conditional Use Permit and Modifications to the Master Planned Development and Development Agreement Final Action Letter.

Conclusions of Law

1. There is Good Cause for this Condominium Plat because it consistent with the density and uses identified in the approved DA, Pod B2 Master Planned Development, and CUP as amended. The condominium plat allows for the sale of individual units and provides two affordable housing units on site.
2. The proposed Subdivision complies with Land Management Code § 15-7.3-2 *General Subdivision Requirements*, as outlined in the staff report, and conditioned below.
3. The proposed Subdivision complies with Land Management Code § 15-7.3-3 *General Lot Design Requirements*, as outlined in the staff report, and conditioned below.
4. The proposed Subdivision complies with the Conditions of Approval outlined in the Multi-Unit Dwelling Conditional Use Permit and Modifications to the Master Planned Development and Development Agreement Final Action Letter.
5. The Condominium Plat complies with Land Management Code Chapters 15-2.13 *Residential Development Zoning District*, as outlined in the staff report, and conditioned below.
6. Neither the public nor any person will be materially injured by the proposed Condominium Plat.
7. Approval of the Sommet Blanc Condominiums 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 Planning Director, 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, and the conditions of approval, prior to recordation of the plat.
2. The Applicant shall 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, this approval will be void, unless the Applicant submits a request for an

extension in writing prior to the expiration date and an extension is granted by the City Council.

3. The City Engineer shall review and approve all lot grading, utility installations, public improvements, and drainage plans for compliance with City standards as a condition precedent to building permit issuance.
4. Final utility and access shall be reviewed and approved by the Park City Fire District, City Engineer and City Attorney as a condition precedent to plat recordation.
5. The property is not located within the Soils Ordinance and therefore it is not regulated by the City for mine-related impacts. However, if the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.
6. The affordable housing obligations outlined in the 2022 CUP Conditions of Approval shall be satisfied prior to City issuance of a Certificate of Occupancy.
7. The Applicant shall submit draft deed restrictions in compliance with the approved affordable Units for review and approval by the Planning, Housing, and Legal Departments prior to submitting the mylar. The deed restrictions shall be approved, executed, and recorded simultaneously with the condominium plat.
8. No Certificate of Occupancy for any market rate unit shall be issued by the City until the affordable employee units required for that phase of development are complete and deed restrictions, in a form approved by the City Attorney's Office, are recorded.
9. 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 March 9, 2022 and approved by the Empire Pass Design Review Board.
10. The Limits of disturbance shall not cross into the Conservation Easement except for allowances stated within the Conservation Easement, including such maintenance for the Mid-Mountain Trail and an access route for the Snyderville Basic Water Reclamation District.
11. The extension of the existing road and curb cut and all new utility lines shall meet compliance with all requirements as directed by the City Engineering Department.
12. Interior and exterior fire sprinkler systems may be required by the Park City Fire District at the time of Building Permit review.
13. The Applicant will record a Conservation Easement on 3.06 acres on the upper portion of the site prior to Condominium Plat recordation.
14. All Conditions of Approval outlined in the approval for the Multi-Unit Dwelling Conditional Use Permit and Modifications to the Master Planned Development and Development Agreement shall be completed by their specified dates noted in the Final Action Letter from March 9, 2022.
15. Two ADA units are proposed for a total of 1,609 square feet. These units are to remain as Common Area.
16. Existing 10' temporary power easement on plat must be vacated or re-located outside the building footprint prior to recordation.
17. CC&Rs shall be reviewed and updated to meet compliance with Affordable Unit

Conditions of Approval prior to recordation.

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

PASSED AND ADOPTED this 1st Day of September 2022.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

City Recorder

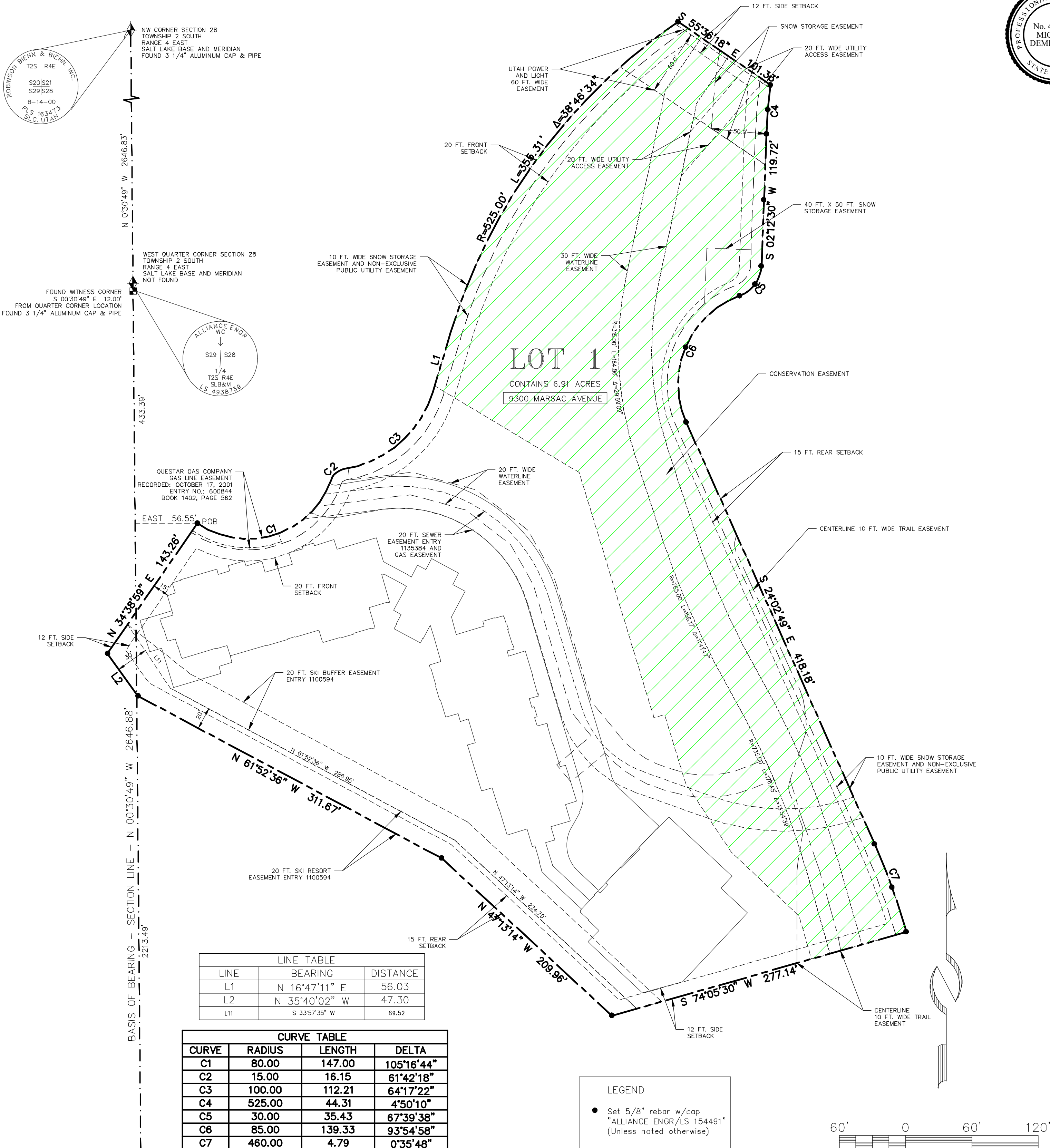
APPROVED AS TO FORM:

City Attorney's Office

Attachment 1:

NOTES:

1. This plat is subject to the Conditions of Approval in Ordinance 2022-____.
2. All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain recorded at Summit County on March 2, 2007, as Entry No. 00806100 in Book 1850, Page 1897 (the "Development Agreement"), and associated technical reports and agreements, continue to apply.
3. Conditions of approval of the Village at Empire Pass Master Planned Development, approved July 28, 2004, and the Pod B-2 at Empire Pass Master Planned Development, approved March 14, 2007 as amended March 9, 2022, and the B2 East Subdivision plat recorded March 7, 2018 as Entry Number 1087538 shall continue to apply.
4. The dimensions of the private spaces and square footage calculations are based on drawings supplied by Olson Kundig Architects. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration of Condominium for Sommet Blanc, 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.
5. All areas outside of the building and within the property boundary are designated as common area unless specified otherwise as limited common area on Sheets 2 through 17 of this condominium plat.
6. All common structural elements are designated as Common Areas and Facilities, as described in the Declaration of Condominium.
7. Building ties on this sheet are from the property line to the building foundation wall as shown.
8. All Common Areas and Facilities are dedicated as nonexclusive 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.
9. Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the lot.
10. Units EMP-A, EMP-B, EMP-C1, EMP-C2, EMP-C3 & EMP-C4 are deed restricted employee/affordable housing units.
11. Suites A21 & B21 are part of the Common Area of the project and are designed to be accessible by persons with disabilities as required by Park City Municipal Corporation.
12. Wastewater service to B2 East Subdivision shall be provided by the Snyderville Basin Water Reclamation District ("SBWRD"). A Line Extension Agreement approval letter was provided by SBWRD on March 17, 2020, in connection with that certain Line Extension Agreement for Public Wastewater System dated March 16, 2020 (the "Line Extension Agreement"). The owner shall be responsible for extending the public wastewater system within the property according to requirements of the Line Extension Agreement. Easements associated with the Line Extension Agreement are depicted on the plat.
13. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
14. This development is part of a common plan development and a MS4 storm water permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance.
15. 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 the "Master Declaration") requires the membership of each lot or unit owner. Members are subject to the terms of the Master Association's 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.
16. Owners and potential buyers of any parcel, unit or land within the lot or parcel 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, snowboarders, 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.
17. This plat depicts a 3.06 acre Conservation Easement as described in the Sommet Blanc Condominium Declaration.
18. The upper parking level under Tower B is subject to an exclusive use easement as recorded in Entry Number _____.
19. Parking stalls, storage units and ski lockers designated Limited Common Area are assigned to individual units as described in the Sommet Blanc Condominium Declaration.
20. Two snow storage easements are hereby established in favor of trailhead parking lot on east side of Marsac Avenue.
21. 10 foot trail easements for public use are hereby established offset 5 foot either side of centerline of trails, as shown.



SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah, and that I have caused to be made under my direction and by authority of the owners, SOMMET BLANC CONDOMINIUMS, a Utah Condominium project, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that, to the best of my knowledge, the information shown hereon is correct.

LEGAL DESCRIPTION

Lot 1, B2 EAST SUBDIVISION, according to the official plat recorded March 7, 2018, as Entry No. 1087538 in the Summit County Recorder's Office.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned is the owner of the described tract of land, and hereby causes the building constructed hereon to be divided into units, together with easements as set forth, to be hereafter known as SOMMET BLANC CONDOMINIUMS and hereby dedicate for the perpetual use of the public trails 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 private road and 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, and does hereby consent to the recordation of this Plat.

ALSO, the owner or its representative, hereby irrevocably offers for dedication to the city of Park City all the easements and required utilities shown on the plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this ____ day of _____, 2022.

White Summit Development A, LLC

White Summit Development C, LLC

By: _____
Lynn Padan, Manager

By: _____
Lynn Padan, Manager

White Summit Development B, LLC

By: _____
Lynn Padan, Manager

ACKNOWLEDGMENT

State of _____:

SS:

County of _____:

On this ____ day of _____, 2022, Lynn Padan 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 he is the Manager of White Summit Development A, LLC, White Summit Development B, LLC, and White Summit Development C, LLC, and that said document was signed by him on behalf of said corporations by authority of their Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed SOMMET BLANC CONDOMINIUMS.

A Notary Public commissioned in _____

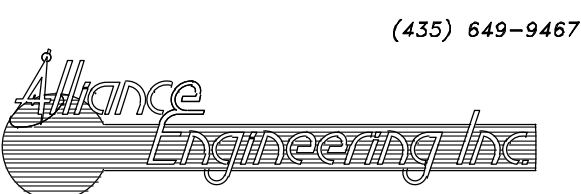
Printed Name

Residing in: _____

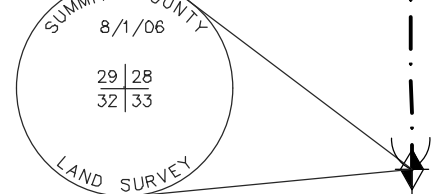
My commission expires: _____

Commission No. _____

LEGEND
● Set 5/8" rebar w/cap
"ALLIANCE ENGR/LS 154491"
(Unless noted otherwise)



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664



SW CORNER SECTION 28
TOWNSHIP 2 SOUTH
RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
FOUND 3 1/4" ALUMINUM CAP & PIPE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 16°47'11" E	56.03
L2	N 35°40'02" W	47.30
L11	S 33°37'35" W	69.92

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	80.00	147.00	105°16'44"
C2	15.00	16.15	61°42'18"
C3	100.00	112.21	64°17'22"
C4	525.00	44.31	4°50'10"
C5	30.00	36.43	67°39'38"
C6	85.00	139.33	93°54'58"
C7	460.00	4.79	0°35'48"

PUBLIC SAFETY ANSWERING POINT APPROVAL

APPROVED THIS ____ DAY

OF _____, 2022

BY _____

SUMMIT COUNTY GIS COORDINATOR

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS ____

DAY OF _____, 2022

BY _____

ENGINEERING DEPARTMENT

PLANNING COMMISSION

APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS ____

DAY OF _____, 2022

BY _____

CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS ____

DAY OF _____, 2022

BY _____

PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ____

DAY OF _____, 2022

BY _____

PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS ____ DAY OF _____, 2022

BY _____

MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS CONDOMINIUM
PLAT WAS APPROVED BY PARK CITY
COUNCIL THIS ____ DAY
OF _____, 2022

BY _____

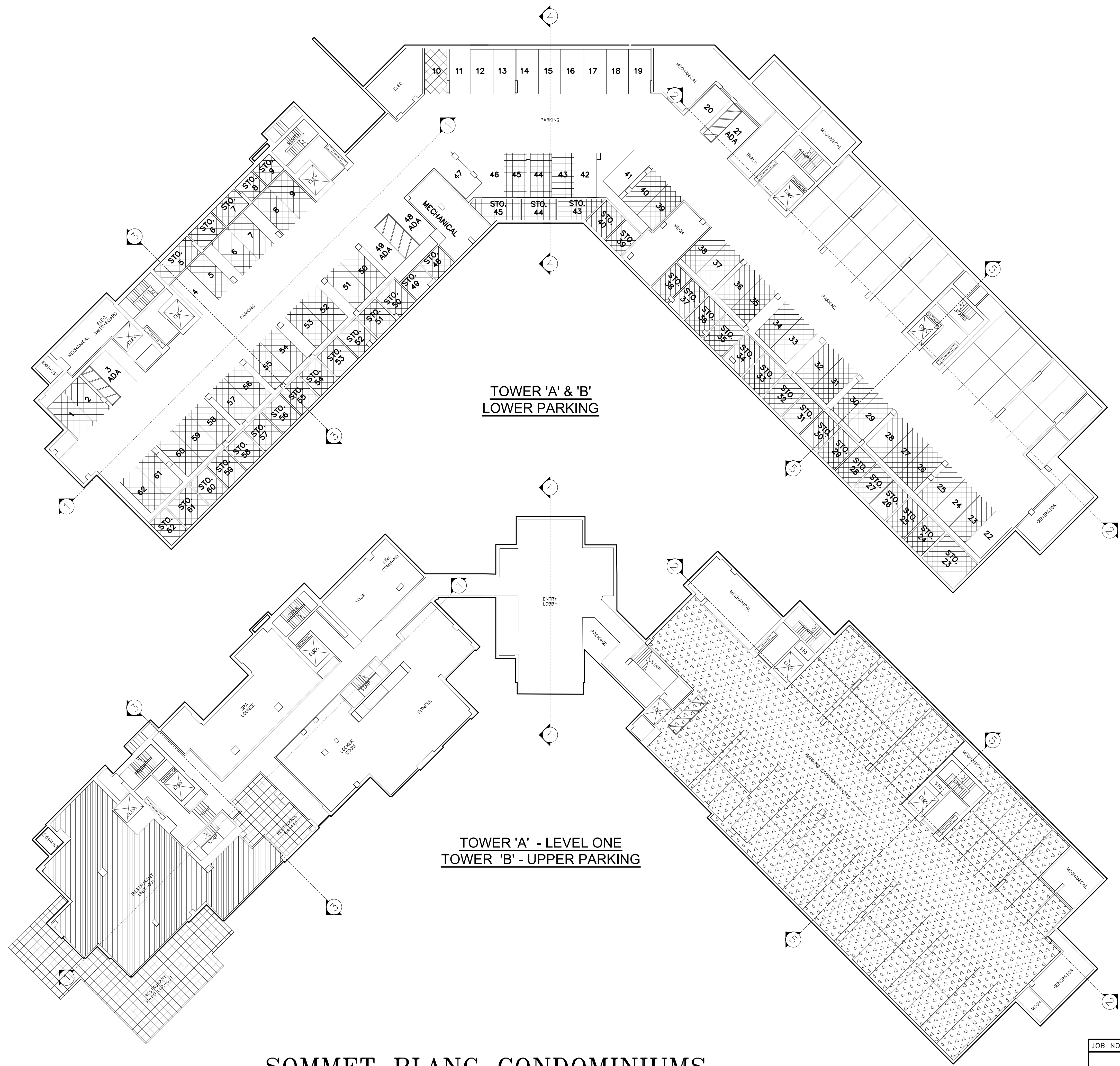
PARK CITY RECORDER

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____

____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

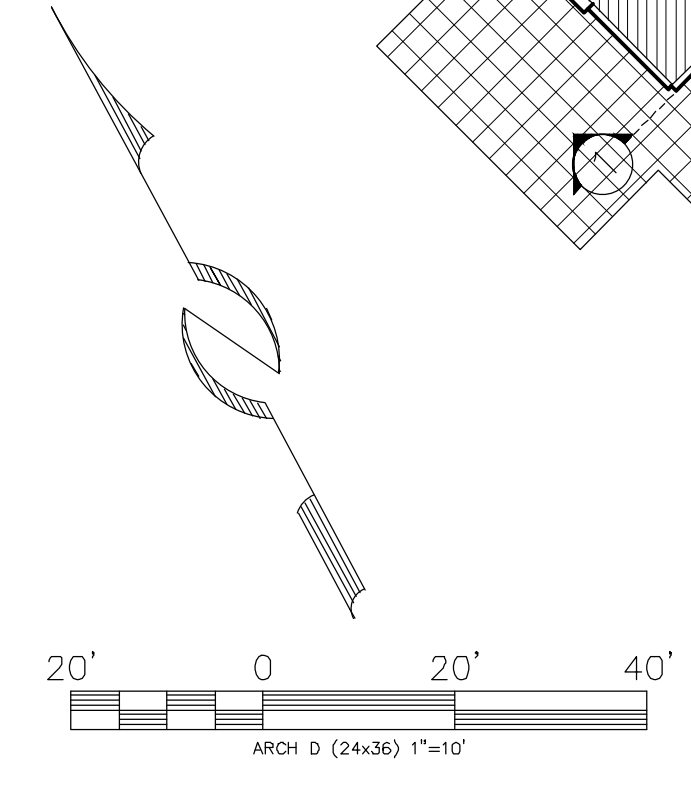
- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP
- PARKING EASEMENT

(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664



SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

08/22/23 SHEET 2 OF 18

JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg

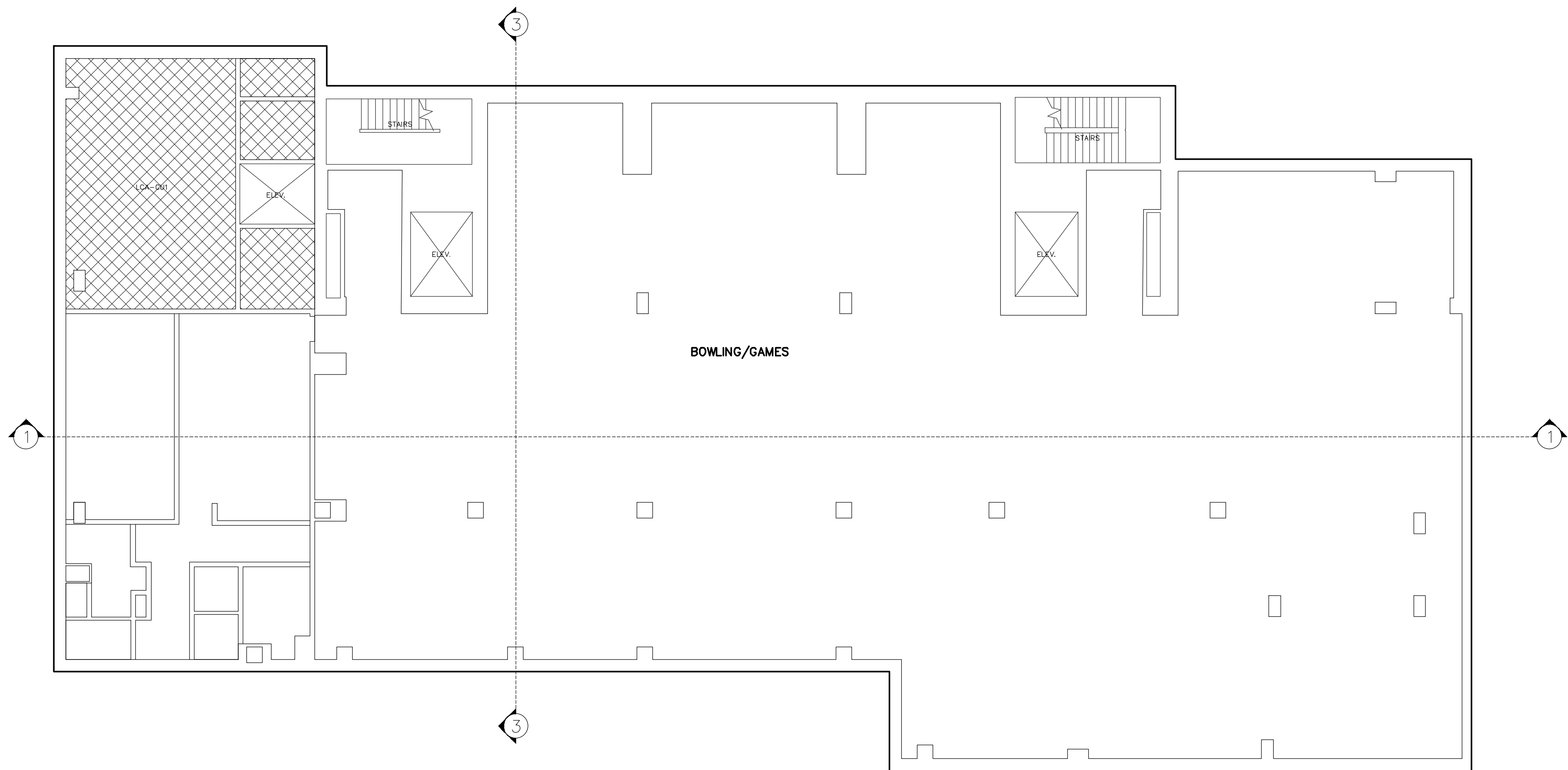
RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

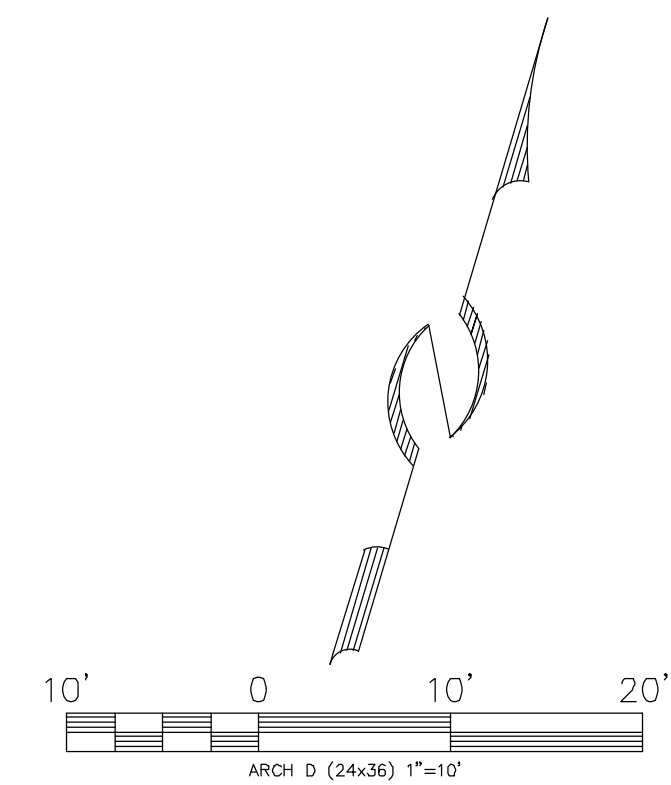
(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg

08/22/22 SHEET 3 OF 18

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____



TOWER A - LOBBY / LEVEL ONE
SQUARE FOOTAGE TABLE

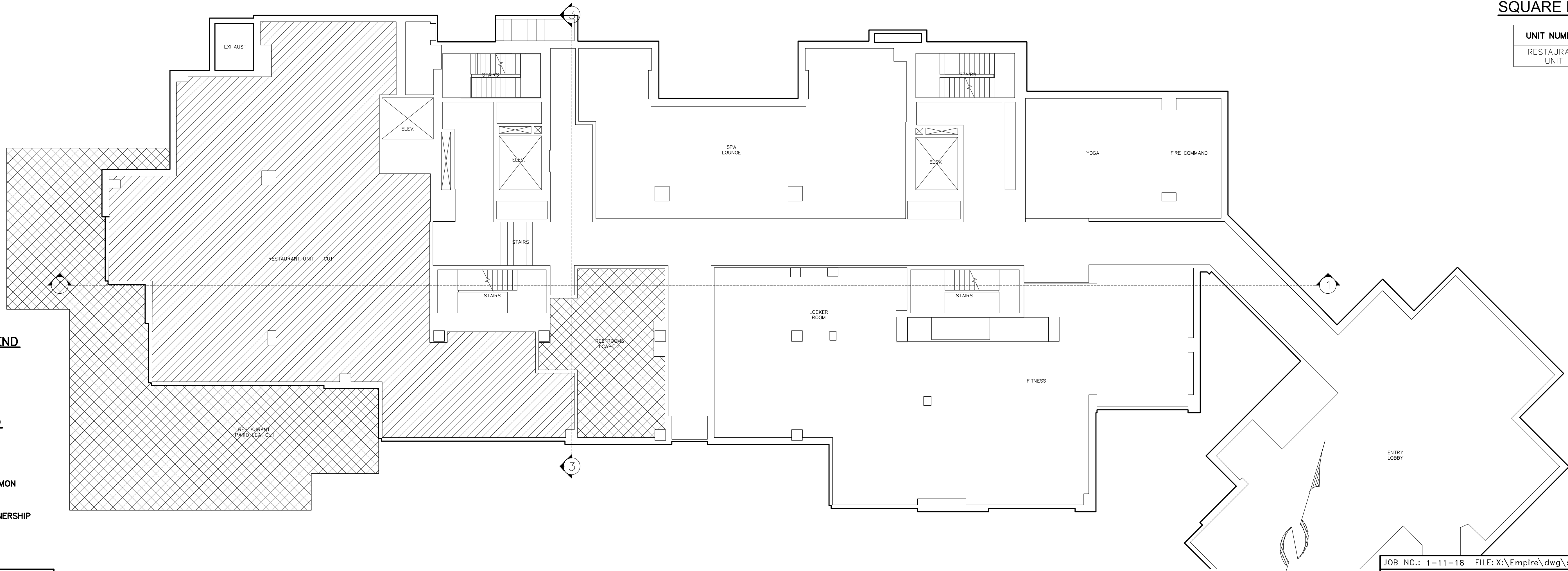
UNIT NUMBER	SQUARE FOOTAGE
RESTAURANT UNIT	3,594 SF

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP



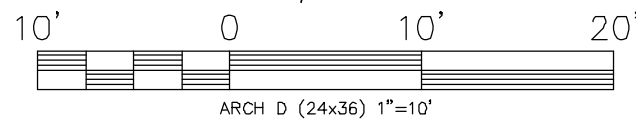


(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



08/22/22 SHEET 4 OF 18

JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plat2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

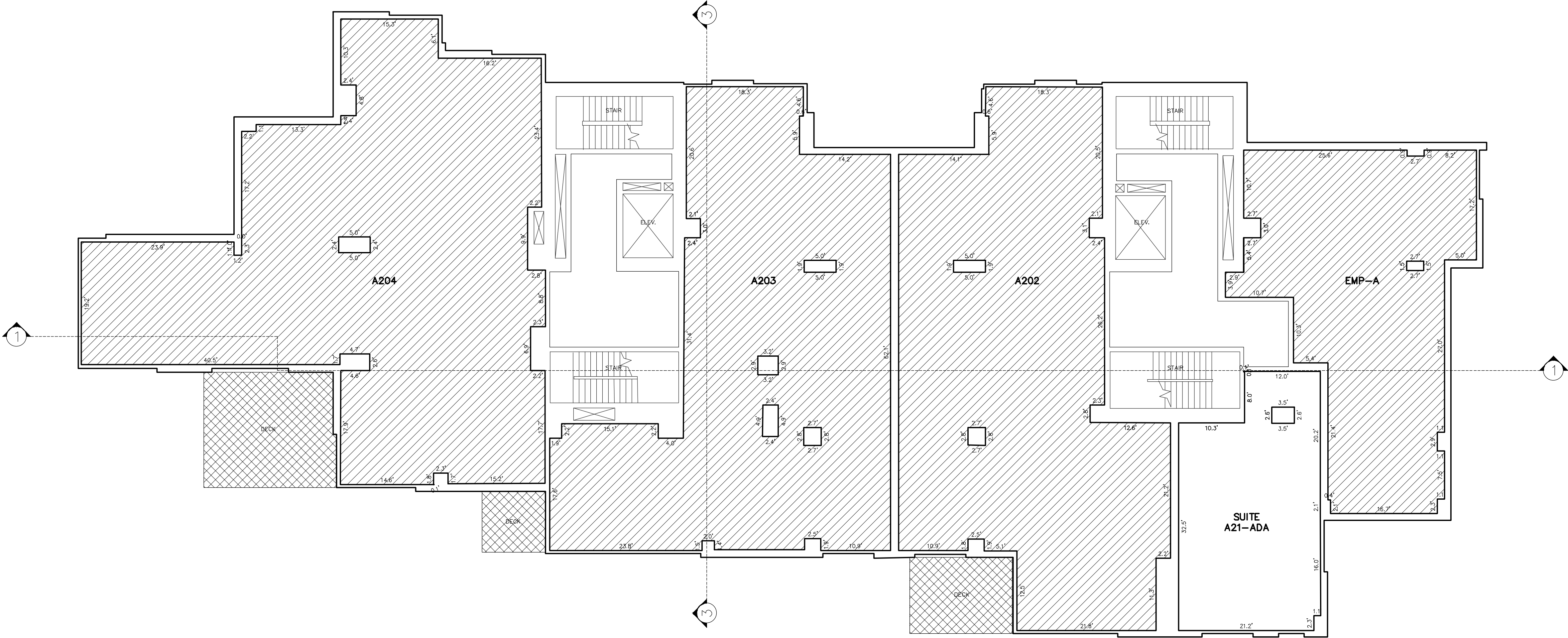
AT THE REQUEST OF _____

FEE _____ RECORDER _____

TIME _____ DATE _____ ENTRY NO. _____

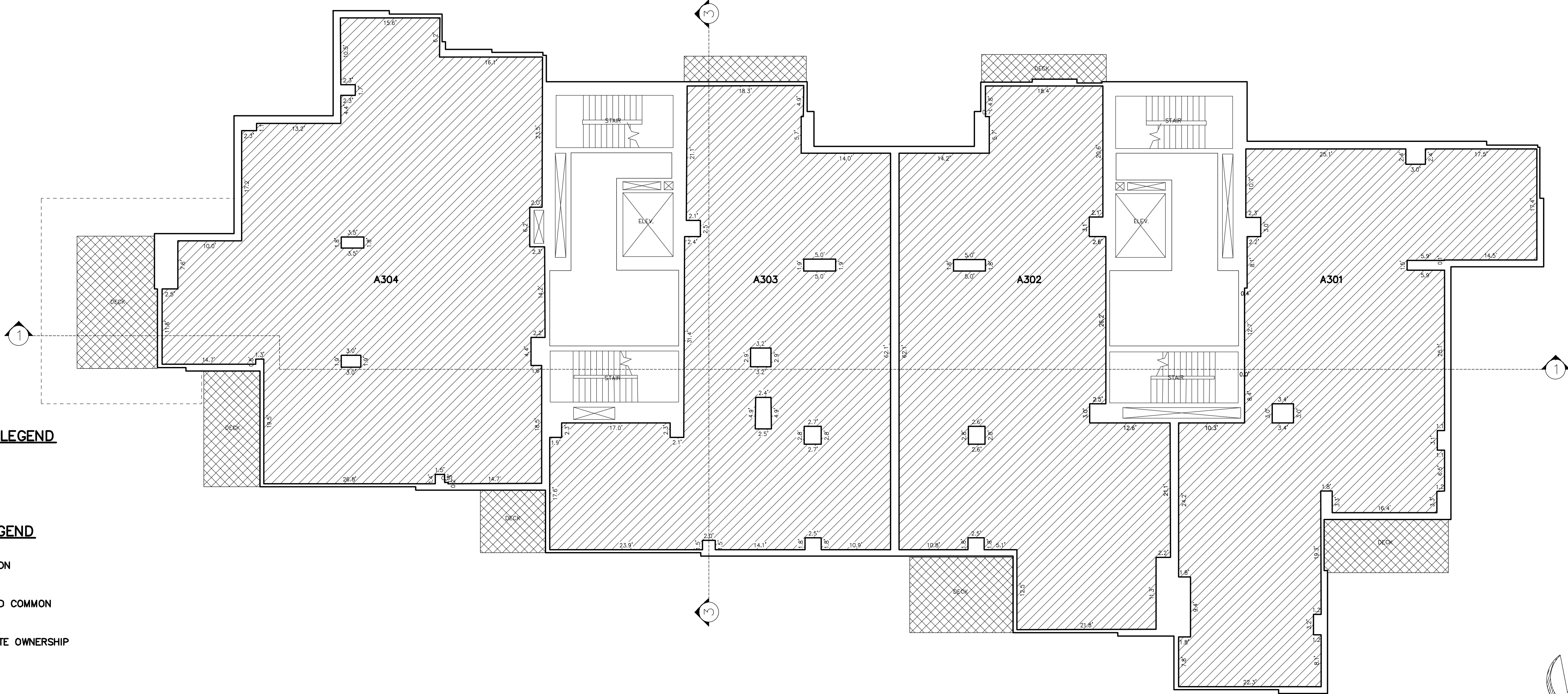
TOWER A - LEVEL TWO
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
EMP-A	1,473 SF
A202	2,640 SF
A203	2,547 SF
A204	3,208 SF



TOWER A - LEVEL THREE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
A301	2,714 SF
A302	2,640 SF
A303	2,547 SF
A304	3,200 SF



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

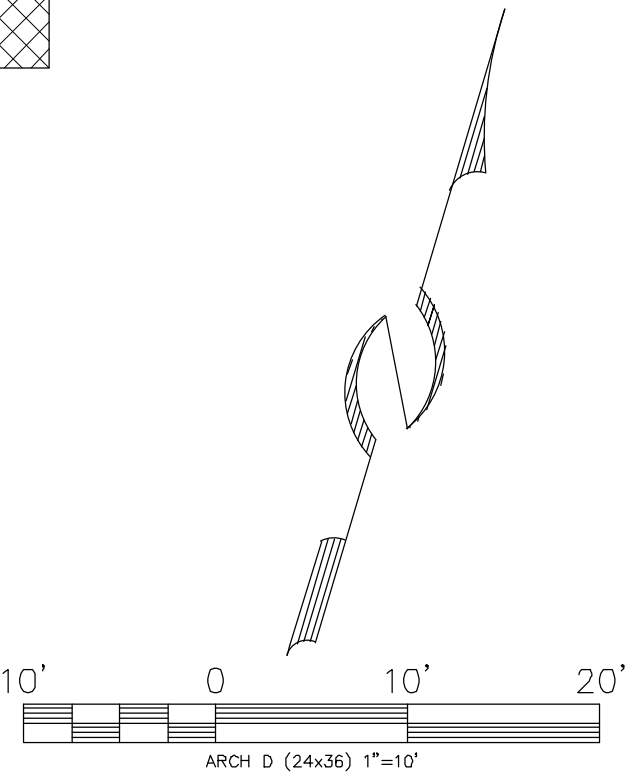


(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



08/22/22

SHEET 5 OF 18

JOB NO.: 1-11-18

FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

FEE _____

RECORDER _____

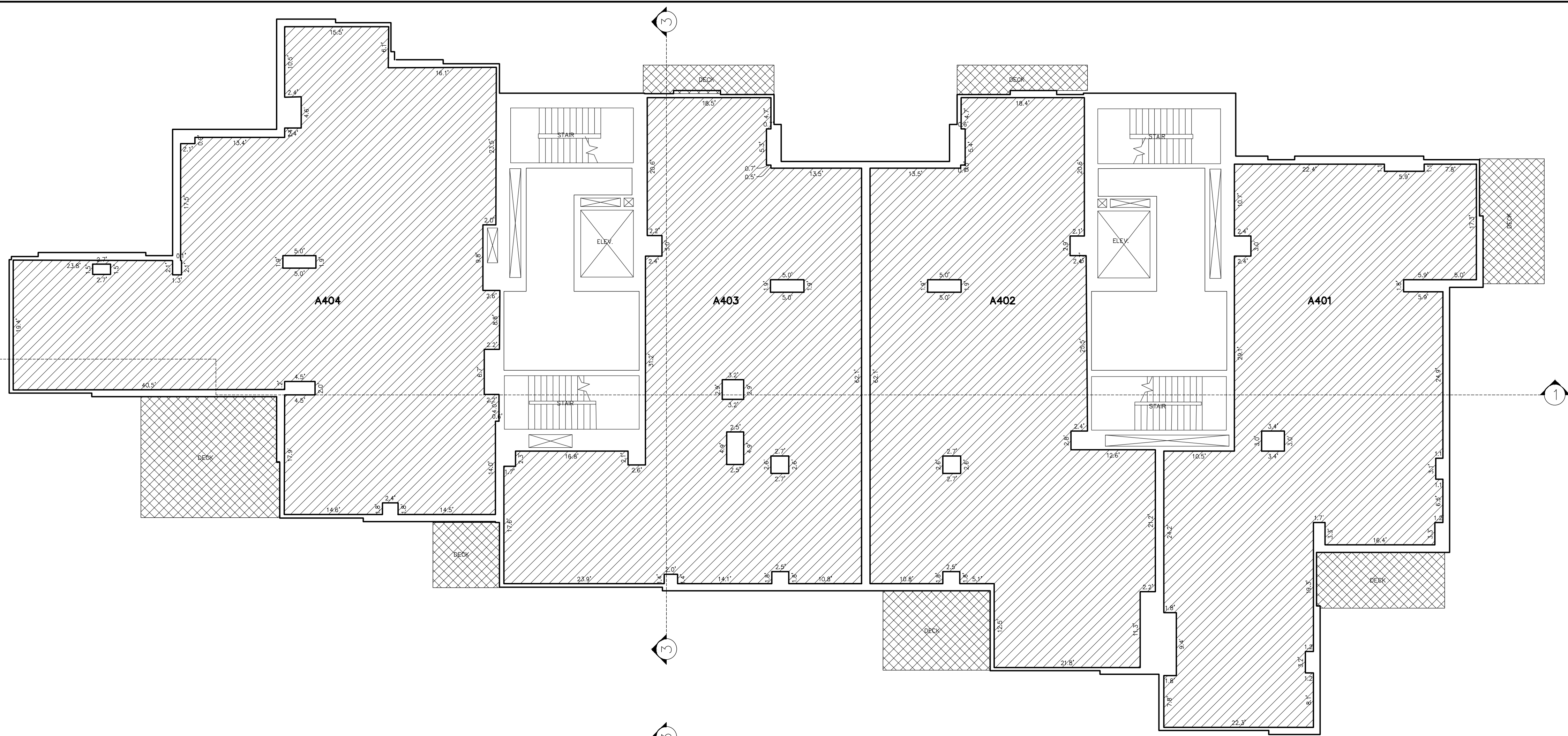
TIME _____

DATE _____

ENTRY NO. _____

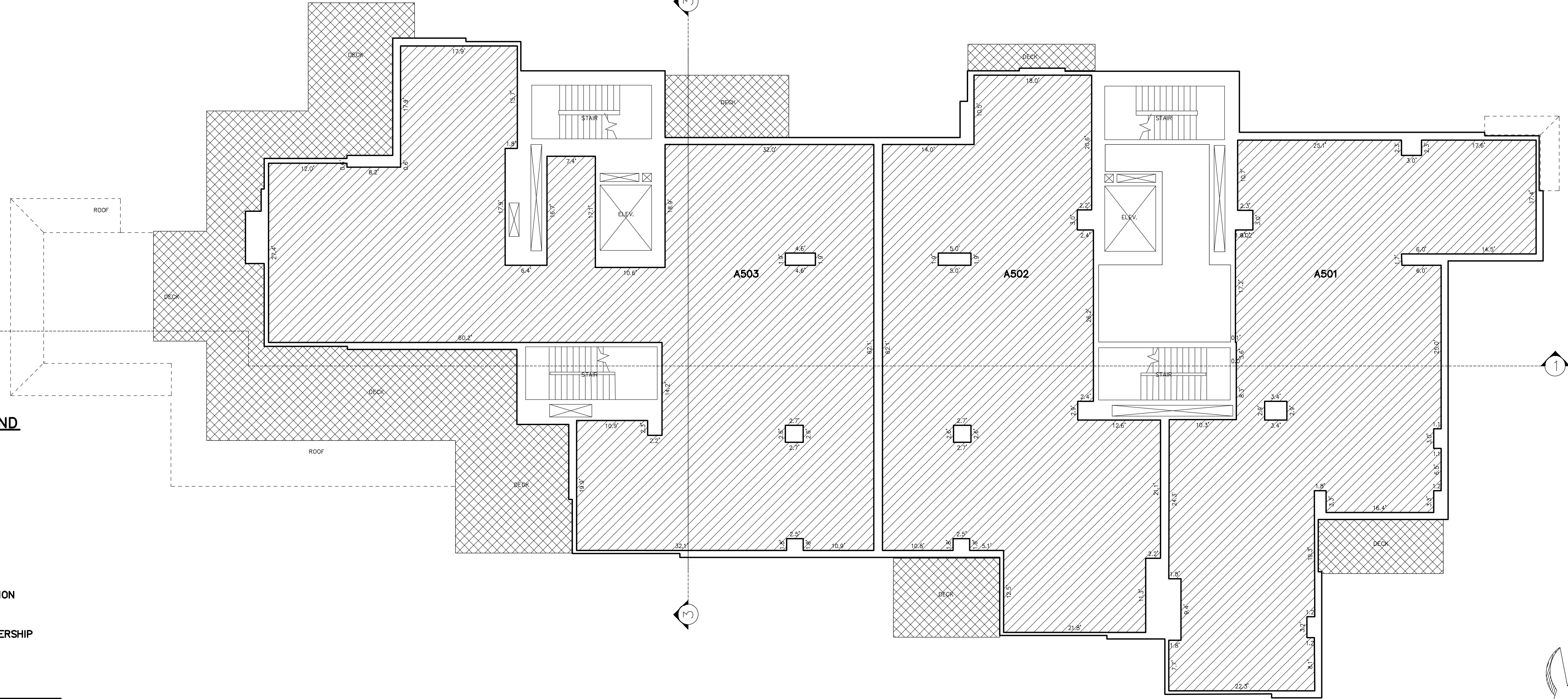
TOWER A - LEVEL FOUR
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
A401	2,544 SF
A402	2,640 SF
A403	2,547 SF
A404	3,204 SF



TOWER A - LEVEL FIVE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
A501	2,719 SF
A502	2,640 SF
A503	3,944 SF



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

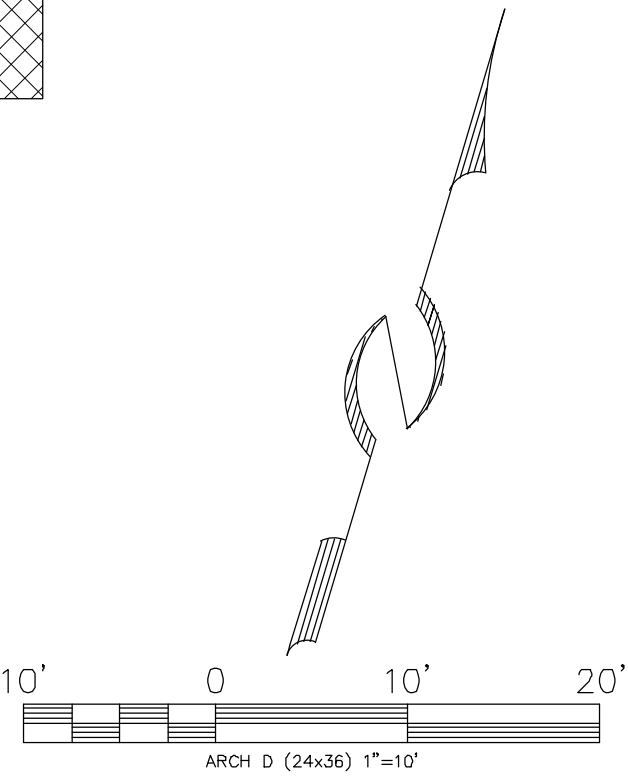
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664



08/22/22 SHEET 6 OF 18

JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plat2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

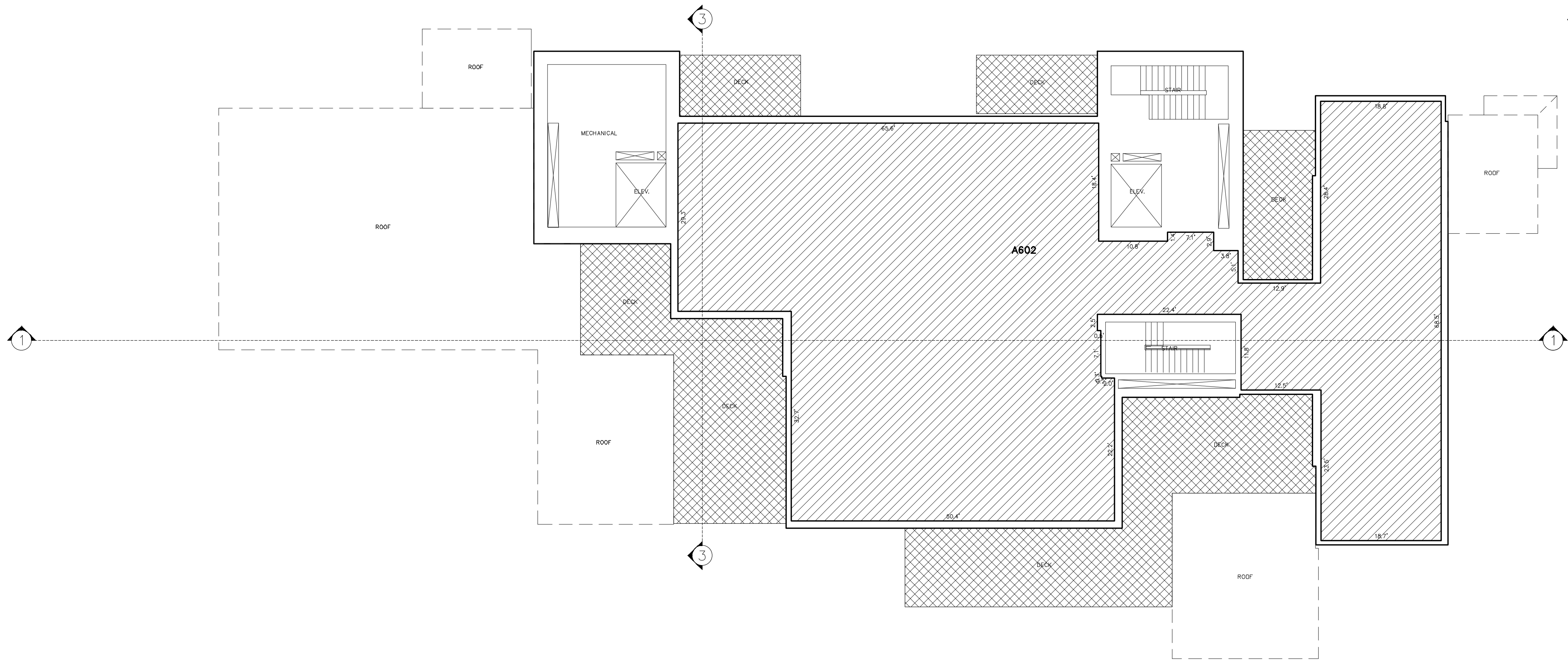
AT THE REQUEST OF _____

_____ FEE _____ RECORDER

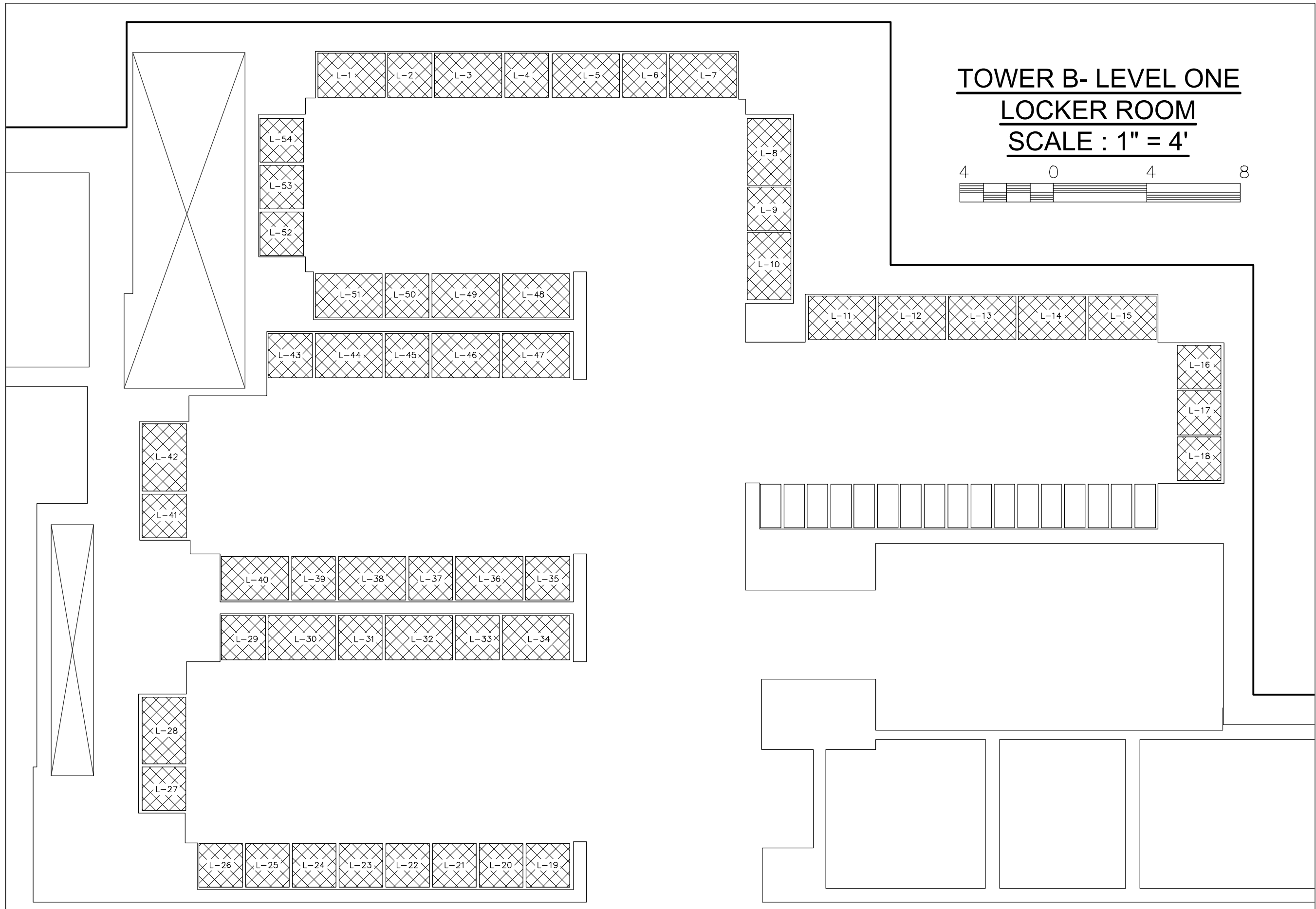
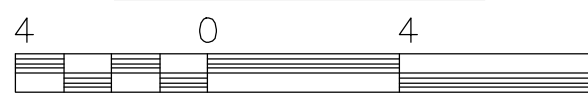
TIME _____ DATE _____ ENTRY NO. _____

TOWER A - LEVEL SIX
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
A602	5,290 SF



TOWER B- LEVEL ONE
LOCKER ROOM
SCALE : 1" = 4'



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

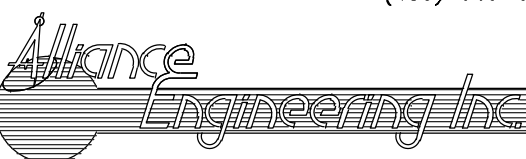
OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

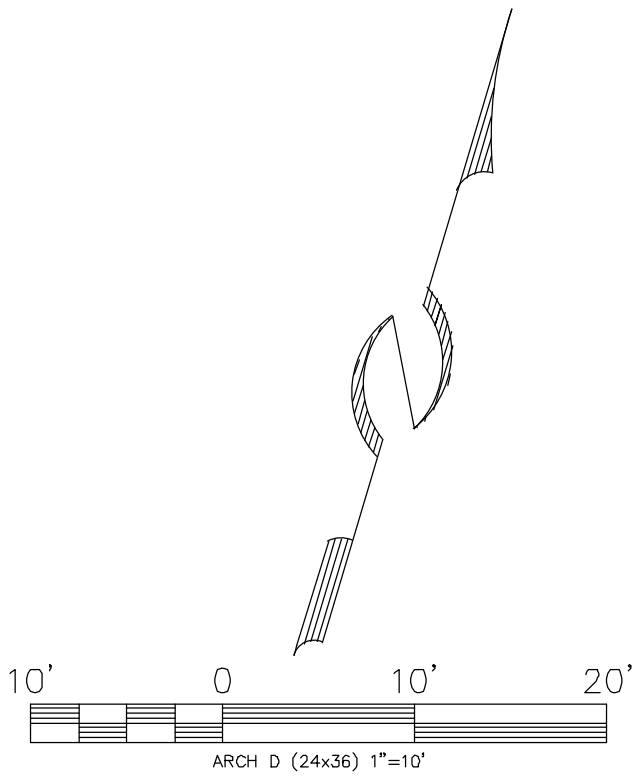
SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664



JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg

RECORDED

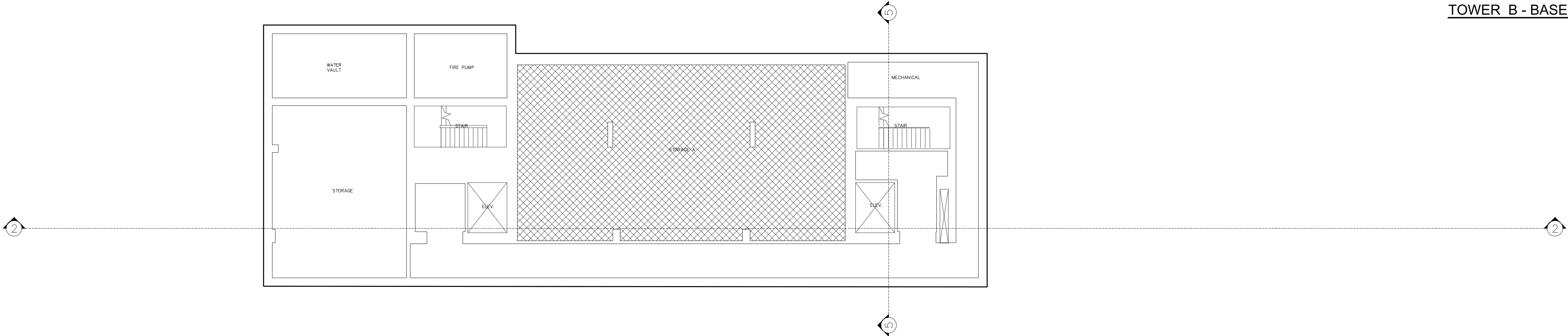
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

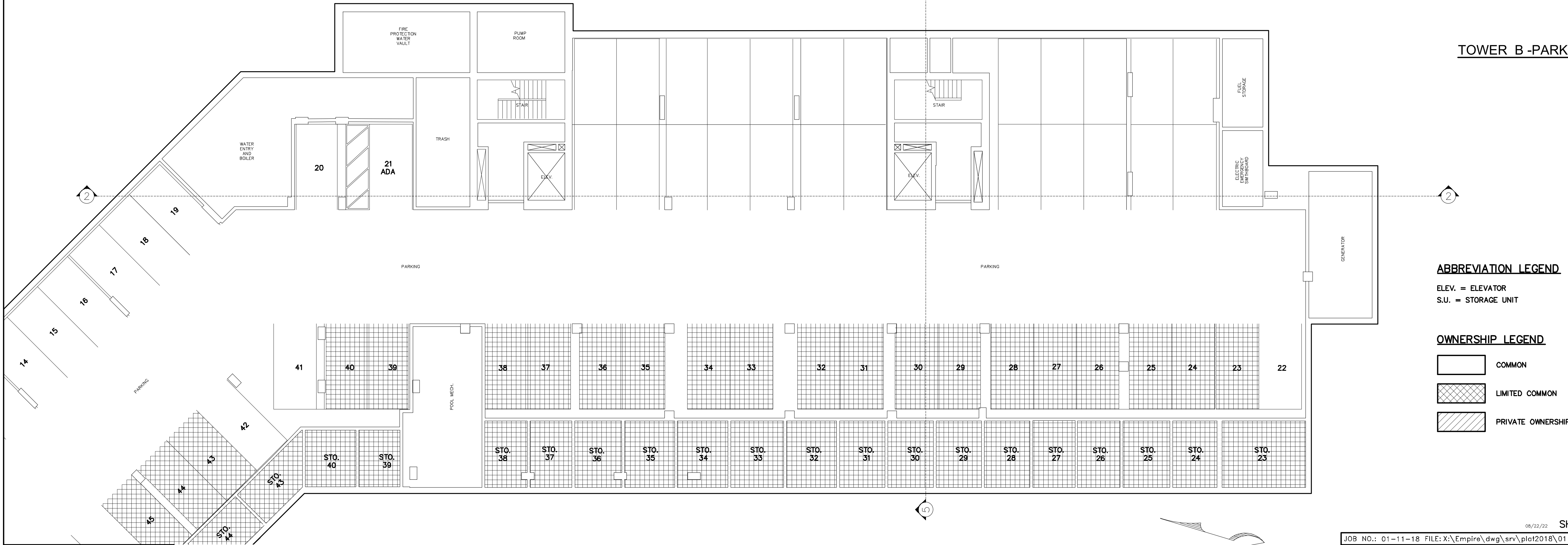
FEE _____ RECORDER _____

TIME _____ DATE _____ ENTRY NO. _____

TOWER B - BASEMENT



TOWER B - PARKING 2



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

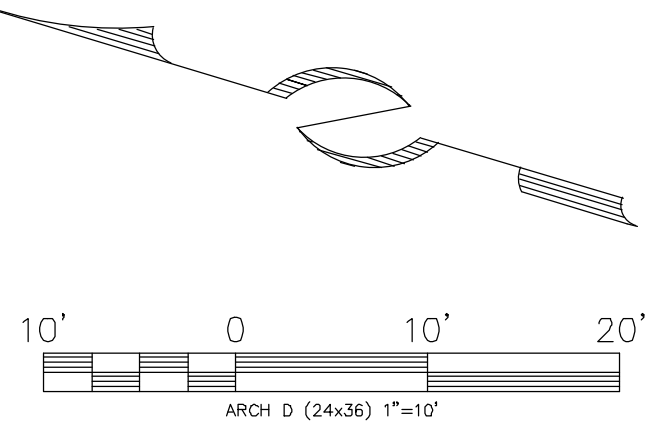
(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



08/22/22 SHEET 8 OF 18

JOB NO.: 01-11-18 FILE: X:\Empire\dwg\sr\plat2018\01118-condo plat.dwg

RECORDED

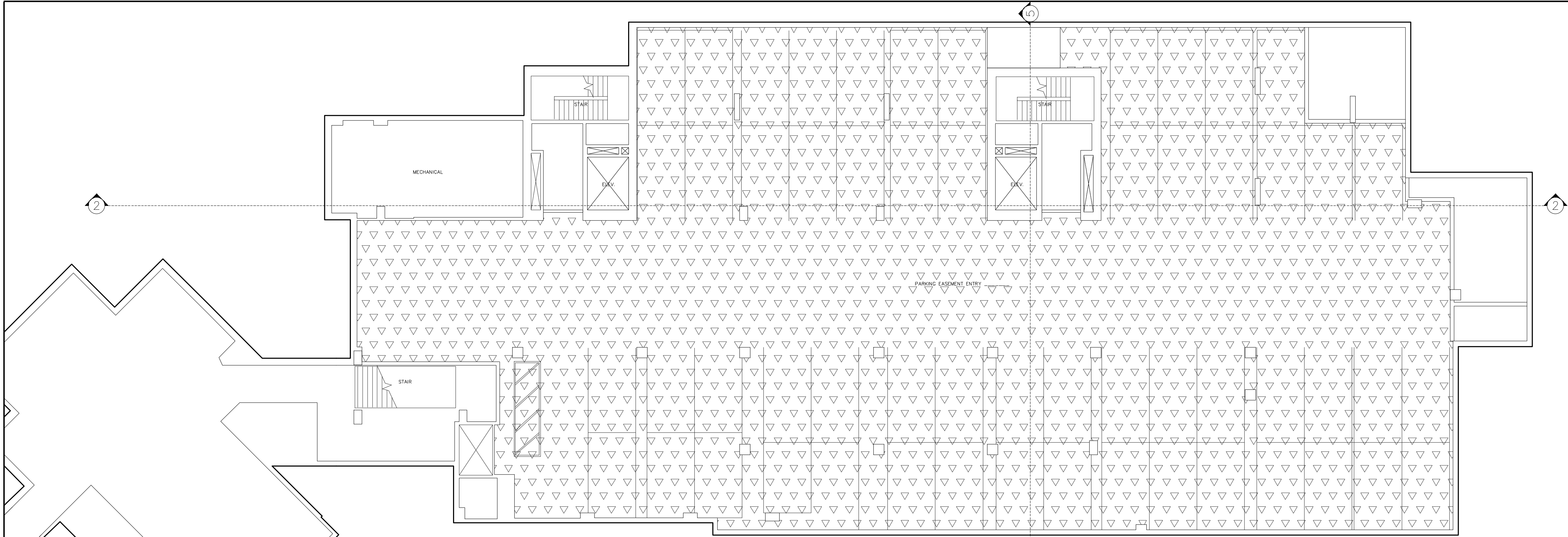
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

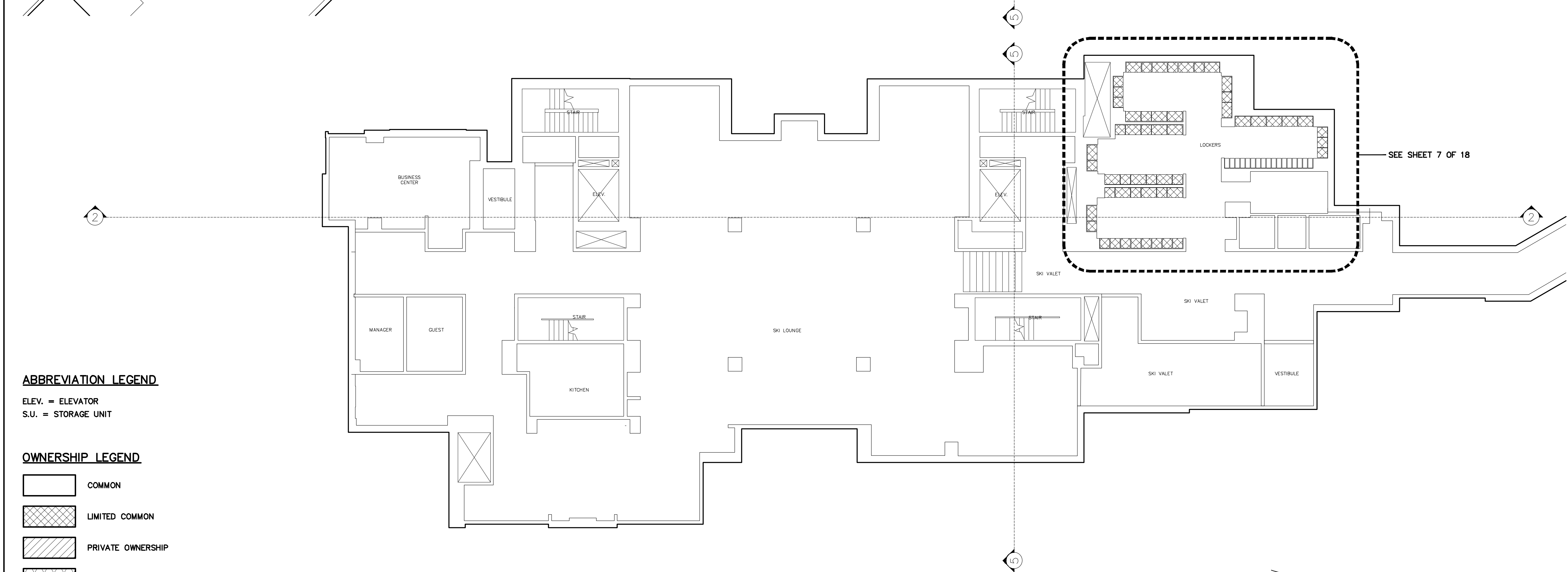
_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

TOWER B - PARKING 1



TOWER B - LEVEL ONE



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

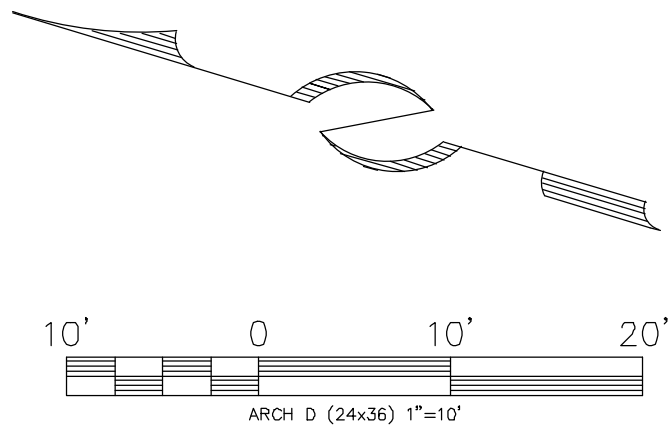
OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP
- PARKING EASEMENT

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



JOB NO.: 6-3-19 FILE: X:\Empire\dwg\sr\plat2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

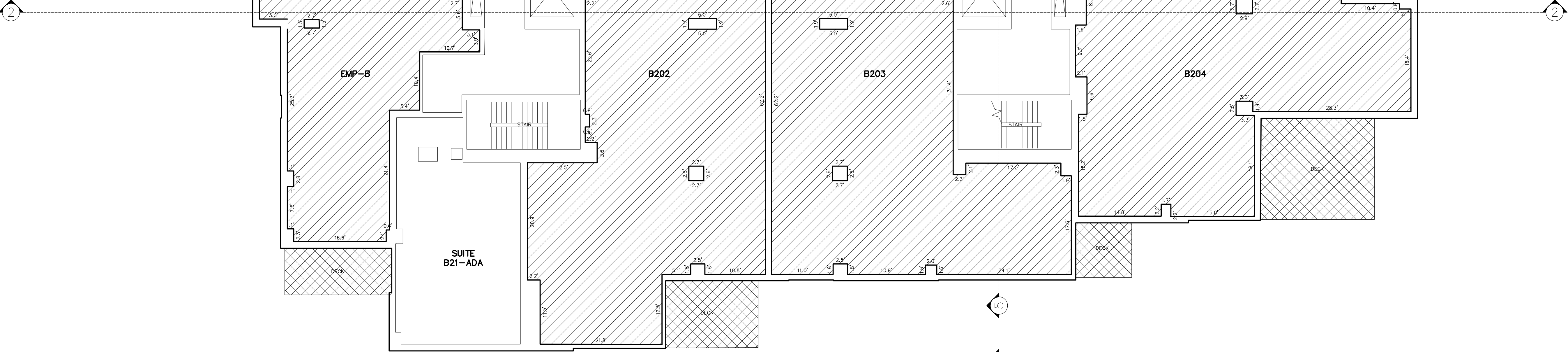
AT THE REQUEST OF _____

____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

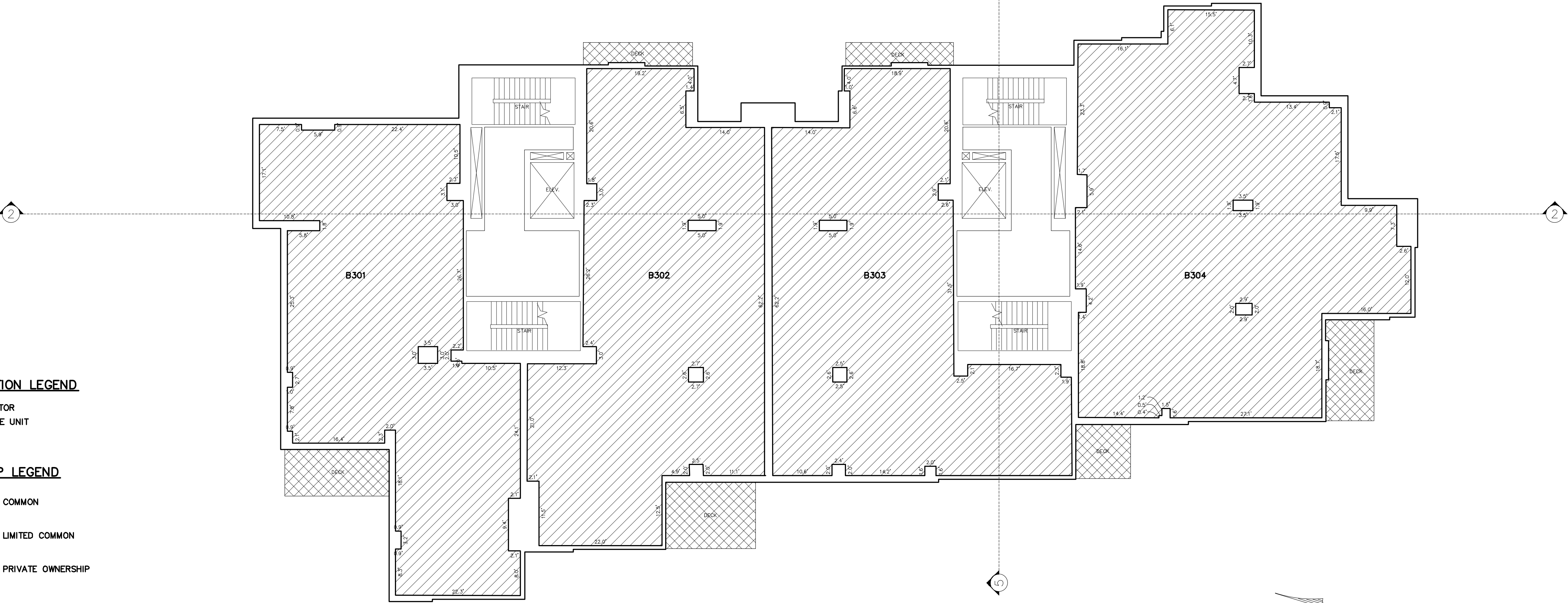
TOWER B - LEVEL TWO
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
EMP-B	1,473 SF
B202	2,652 SF
B203	2,580 SF
B204	2,973 SF



TOWER B - LEVEL THREE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B301	2,549 SF
B302	2,652 SF
B303	2,580 SF
B304	3,195 SF



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

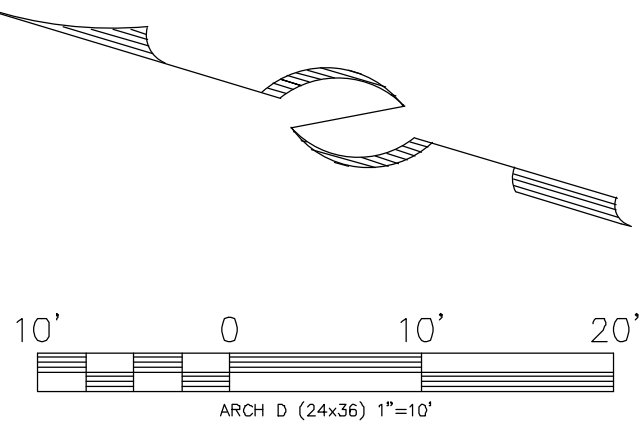
- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



JOB NO.: 1-11-18

FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg

08/22/22

SHEET 10 OF 18

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

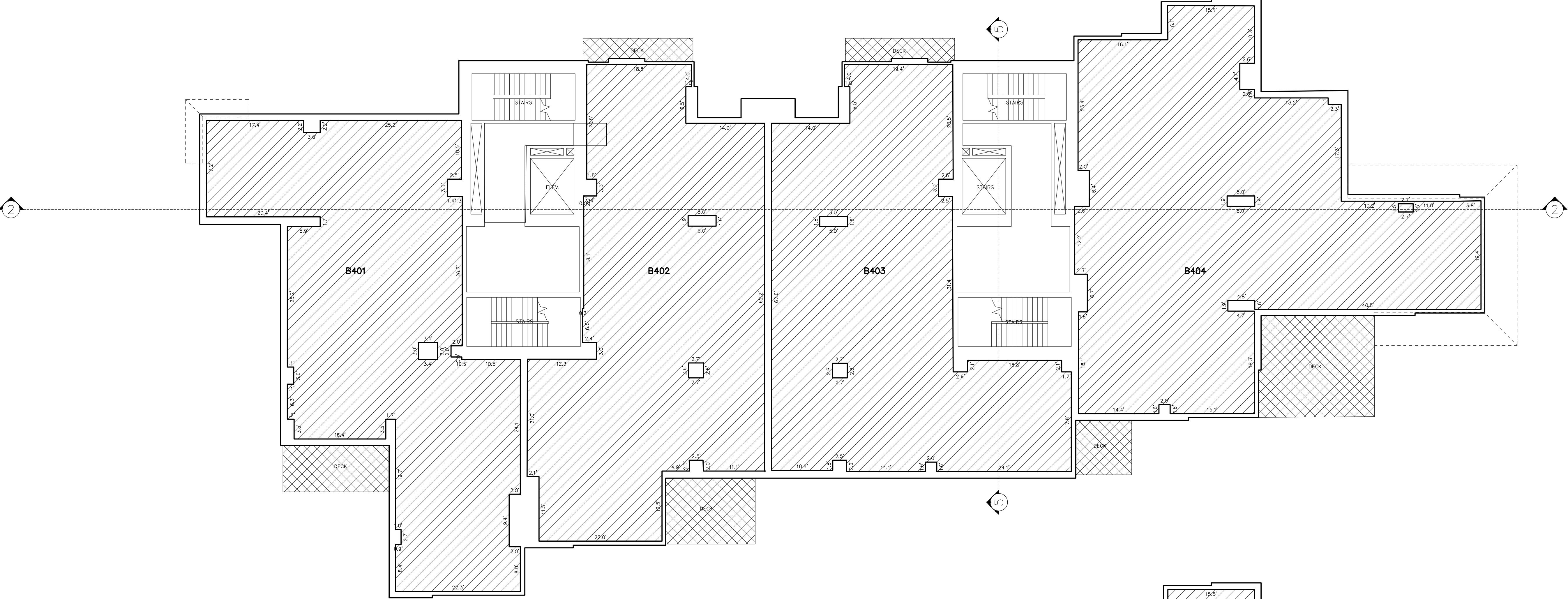
AT THE REQUEST OF _____

FEE _____ RECORDER _____

TIME _____ DATE _____ ENTRY NO. _____

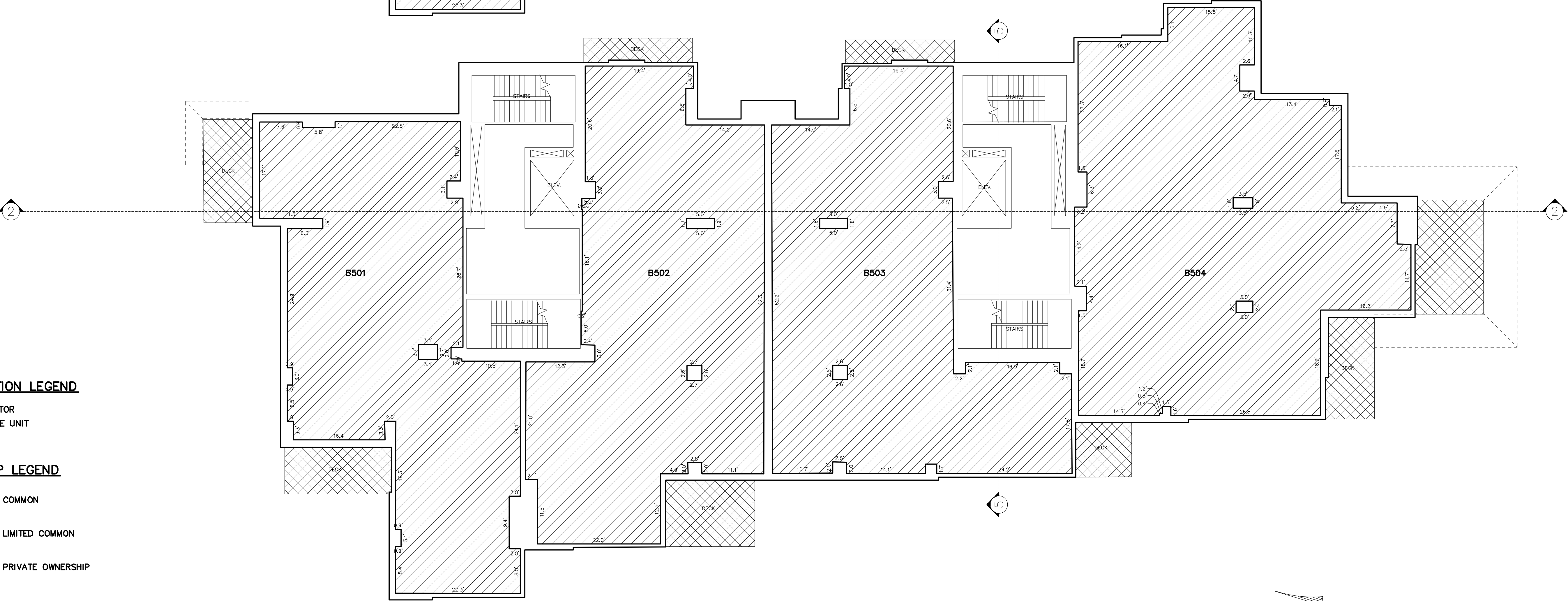
TOWER B - LEVEL FOUR
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B401	2,713 SF
B402	2,652 SF
B403	2,580 SF
B404	3,217 SF



TOWER B - LEVEL FIVE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B501	2,546 SF
B502	2,652 SF
B503	2,580 SF
B504	3,189 SF



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

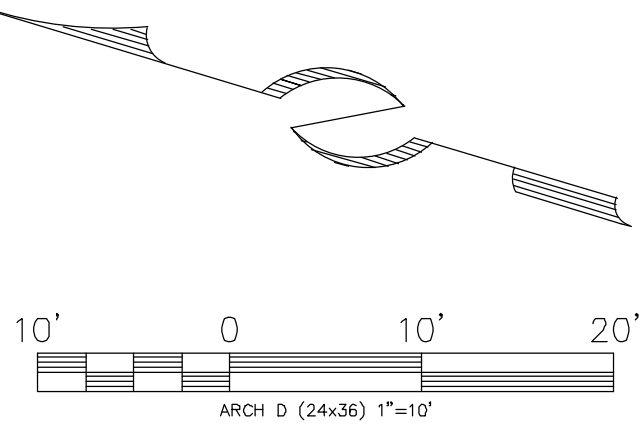
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664



08/22/22 SHEET 11 OF 18

JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plat2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

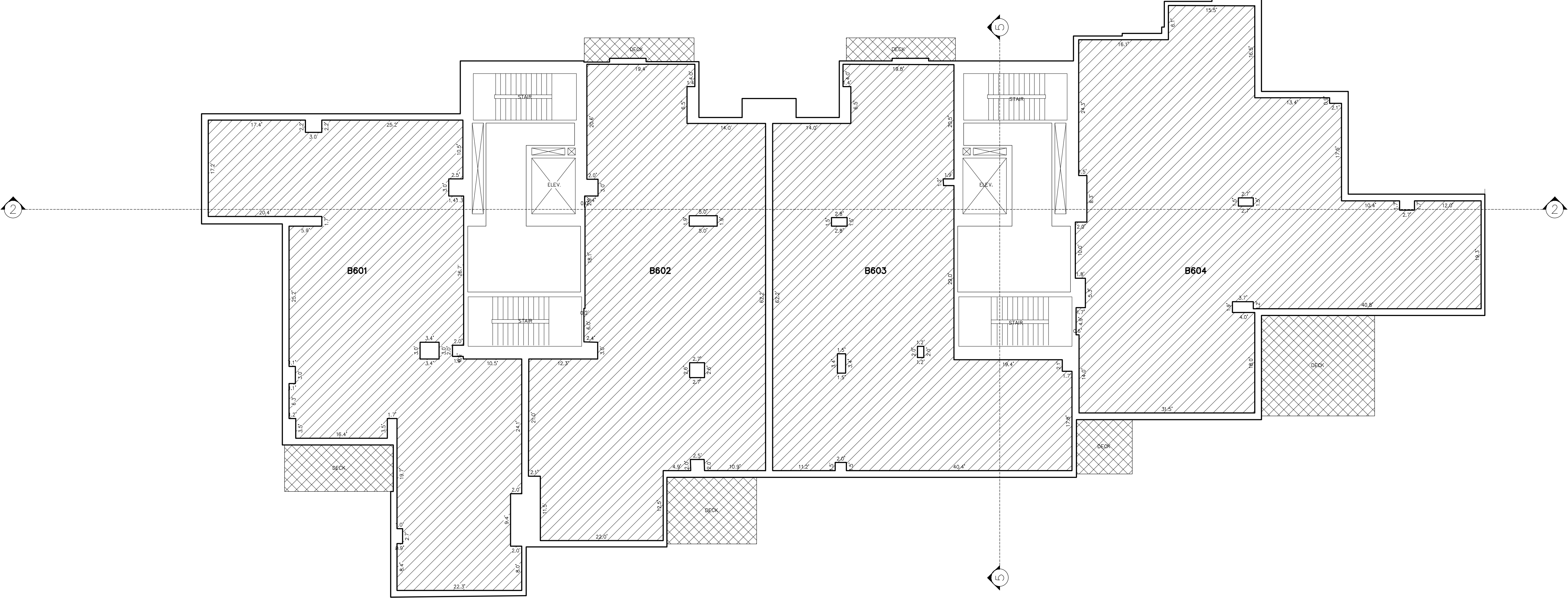
AT THE REQUEST OF _____

_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

TOWER B - LEVEL SIX
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B601	2,713 SF
B602	2,652 SF
B603	2,580 SF
B604	3,244 SF



TOWER B - LEVEL SEVEN
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B702	4,506 SF
B703	4,848 SF



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

FEE _____ RECORDER _____

TIME _____ DATE _____ ENTRY NO. _____

(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

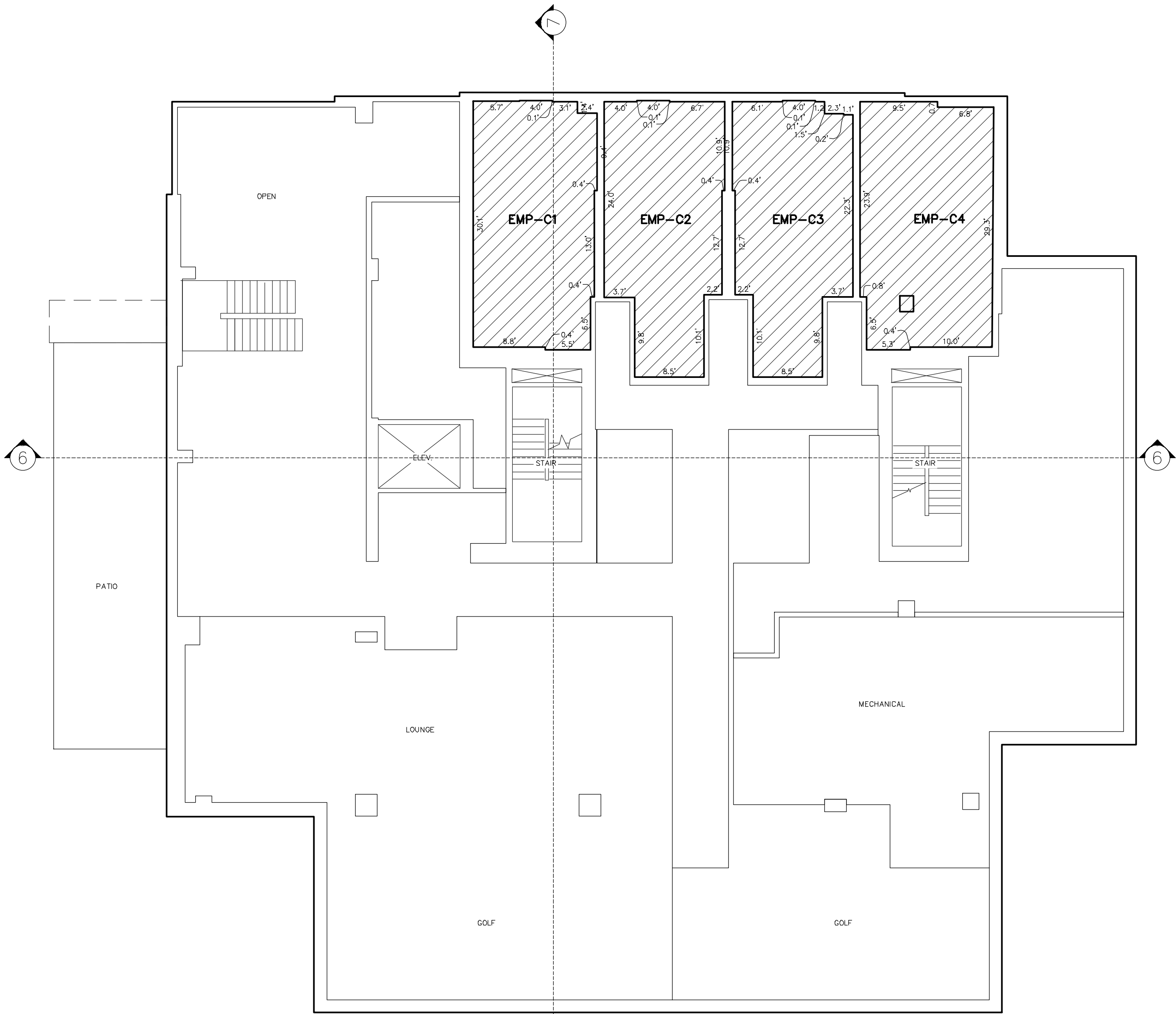
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

TOWER C - LEVEL ONE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
EMP-C1	444 SF
EMP-C2	431 SF
EMP-C3	425 SF
EMP-C4	479 SF



TOWER C - PARKING



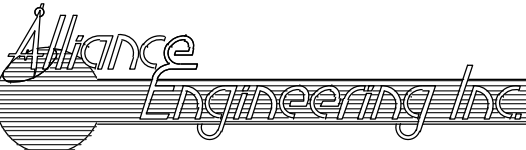
TOWER C - LEVEL ONE

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

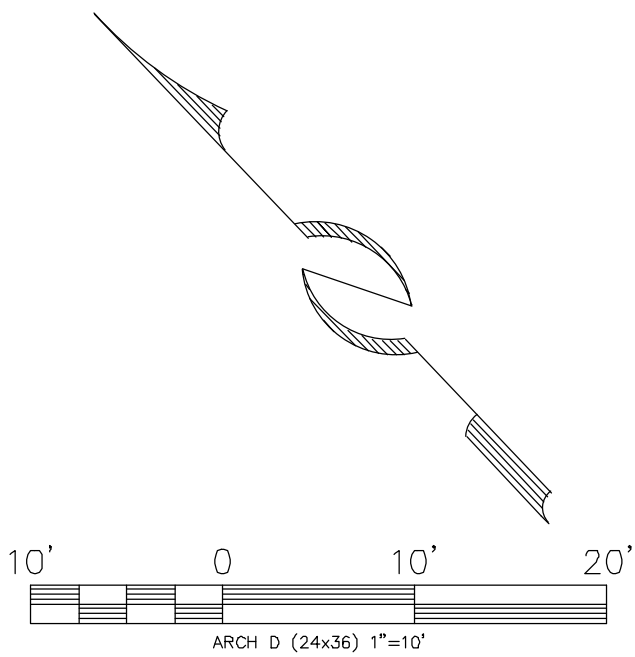


(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg

08/22/22 SHEET 13 OF 18

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

FEE _____ RECORDER _____

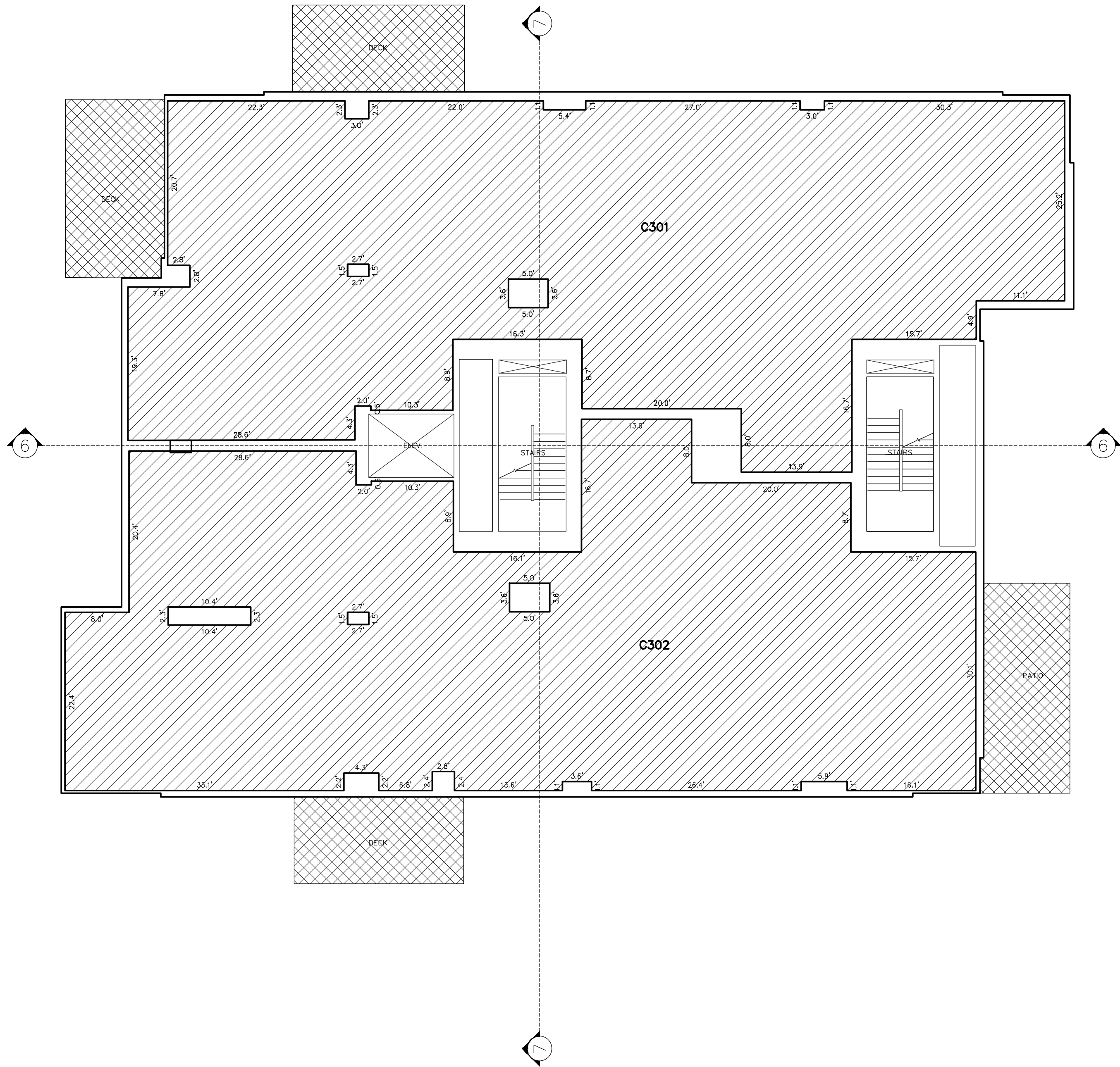
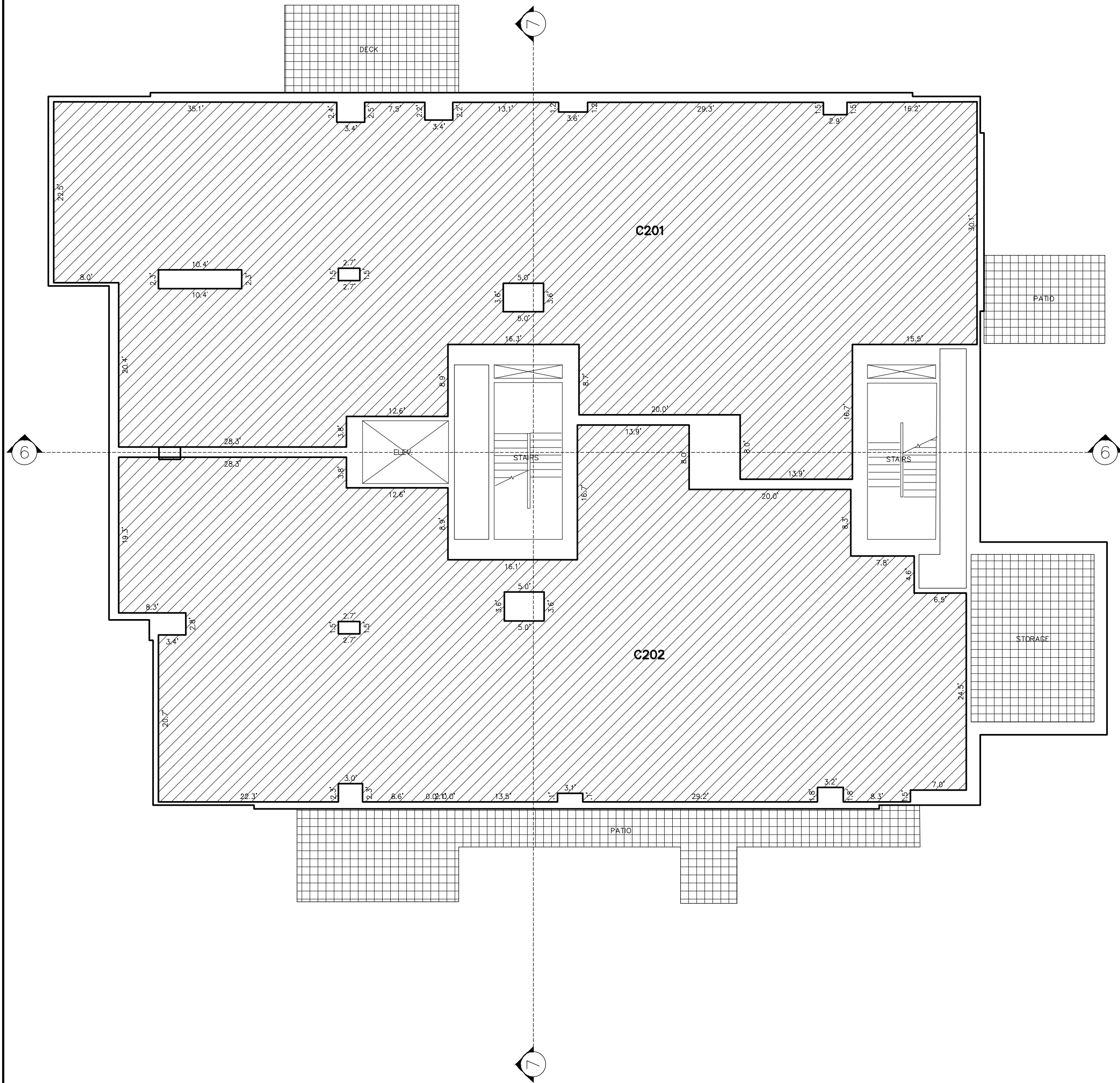
TIME _____ DATE _____ ENTRY NO. _____

TOWER C - LEVEL TWO
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C201	4,180 SF
C202	3,840 SF

TOWER C - LEVEL THREE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C301	4,208 SF
C302	4,195 SF

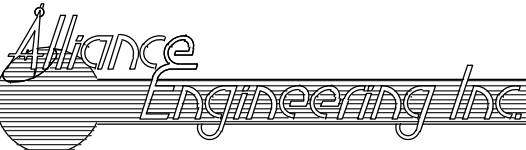


ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP



(435) 649-9467

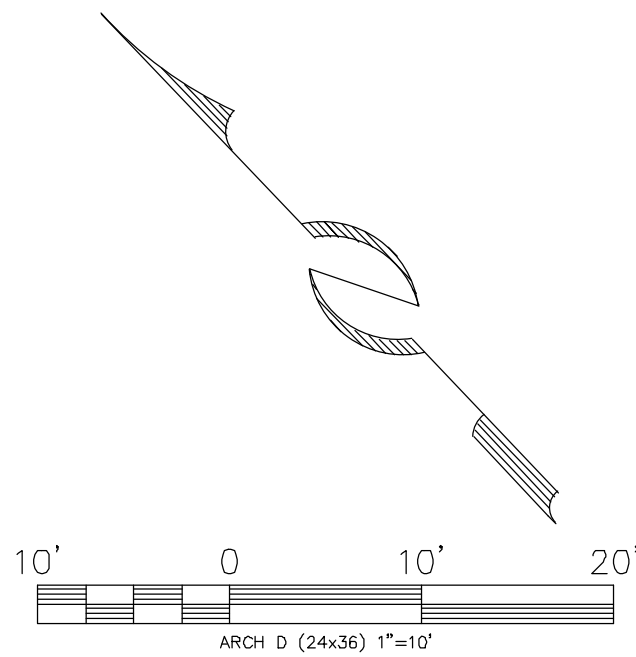
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



JOB NO.: 1-11-18

FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg

08/22/22 SHEET 14 OF 18

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

FEE _____ RECORDER _____

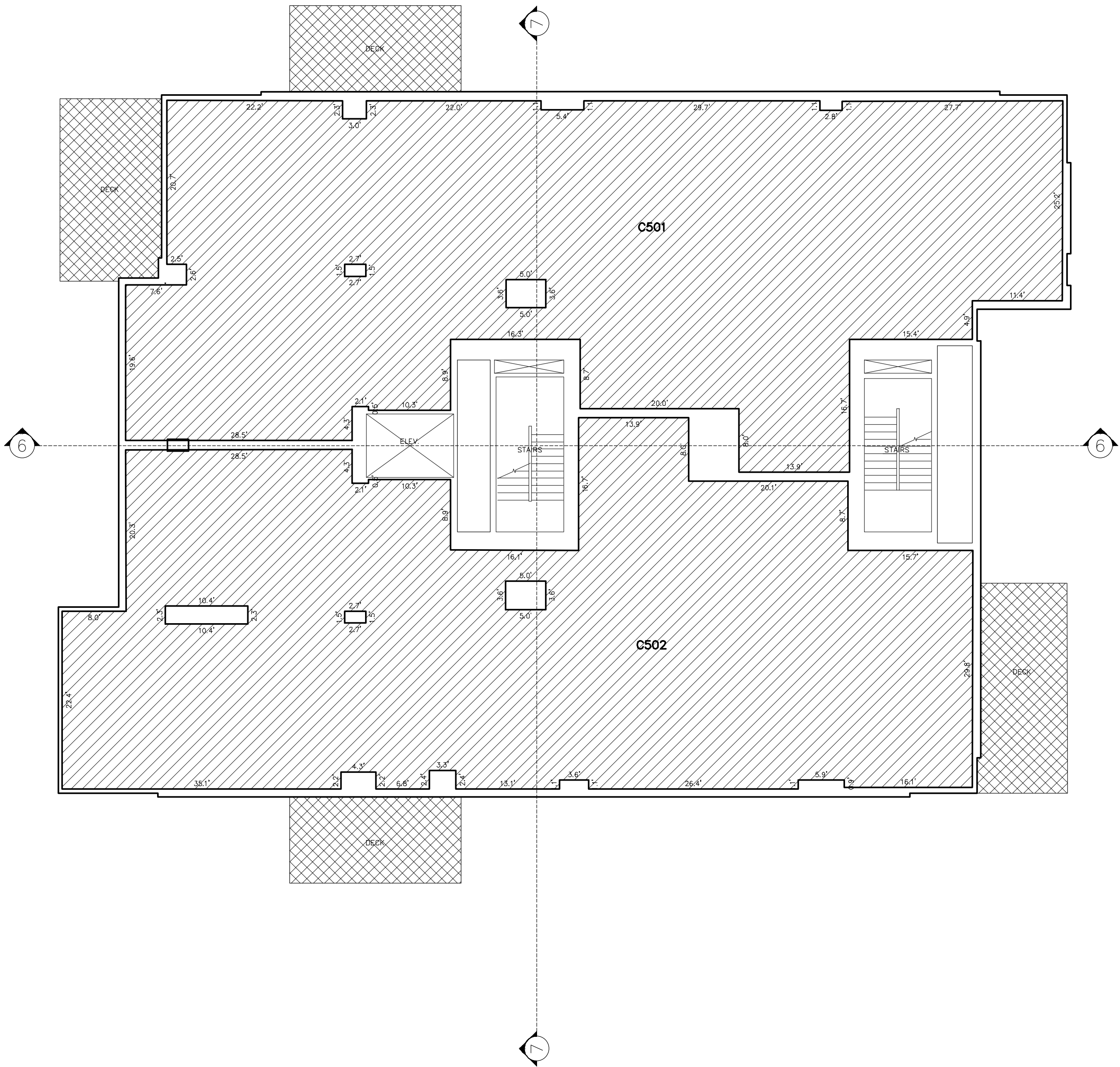
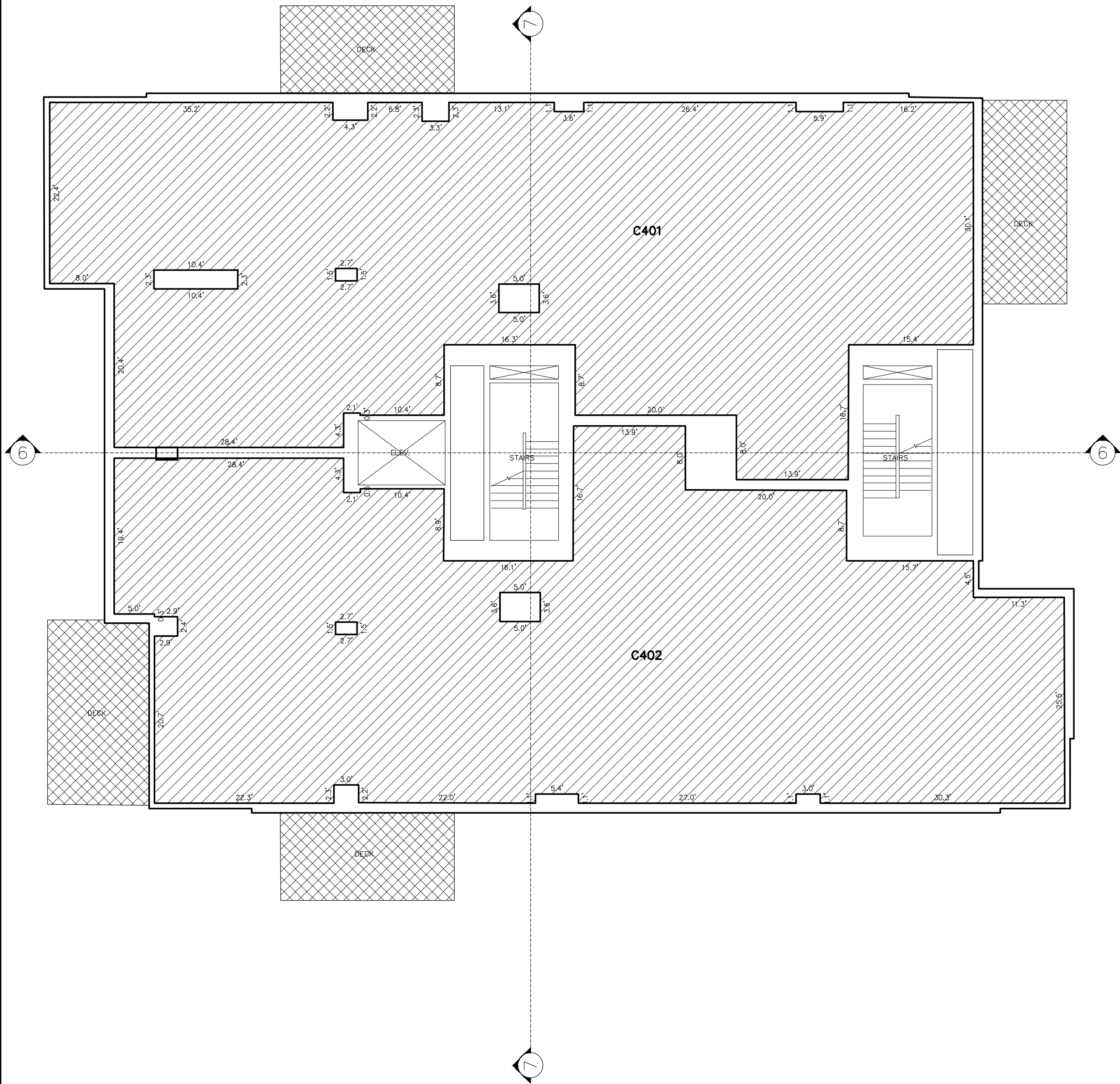
TIME _____ DATE _____ ENTRY NO. _____

TOWER C - LEVEL FOUR
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C401	4,190 SF
C402	4,208 SF

TOWER C - LEVEL FIVE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C501	4,208 SF
C502	4,195 SF



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

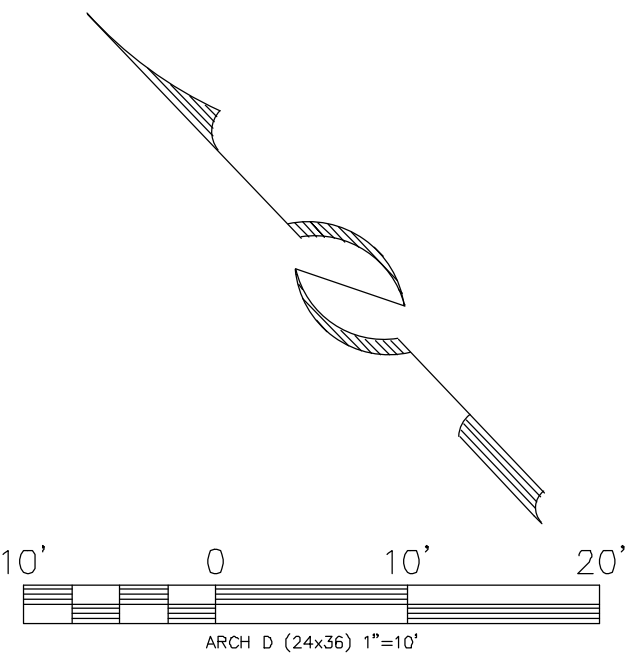
- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664



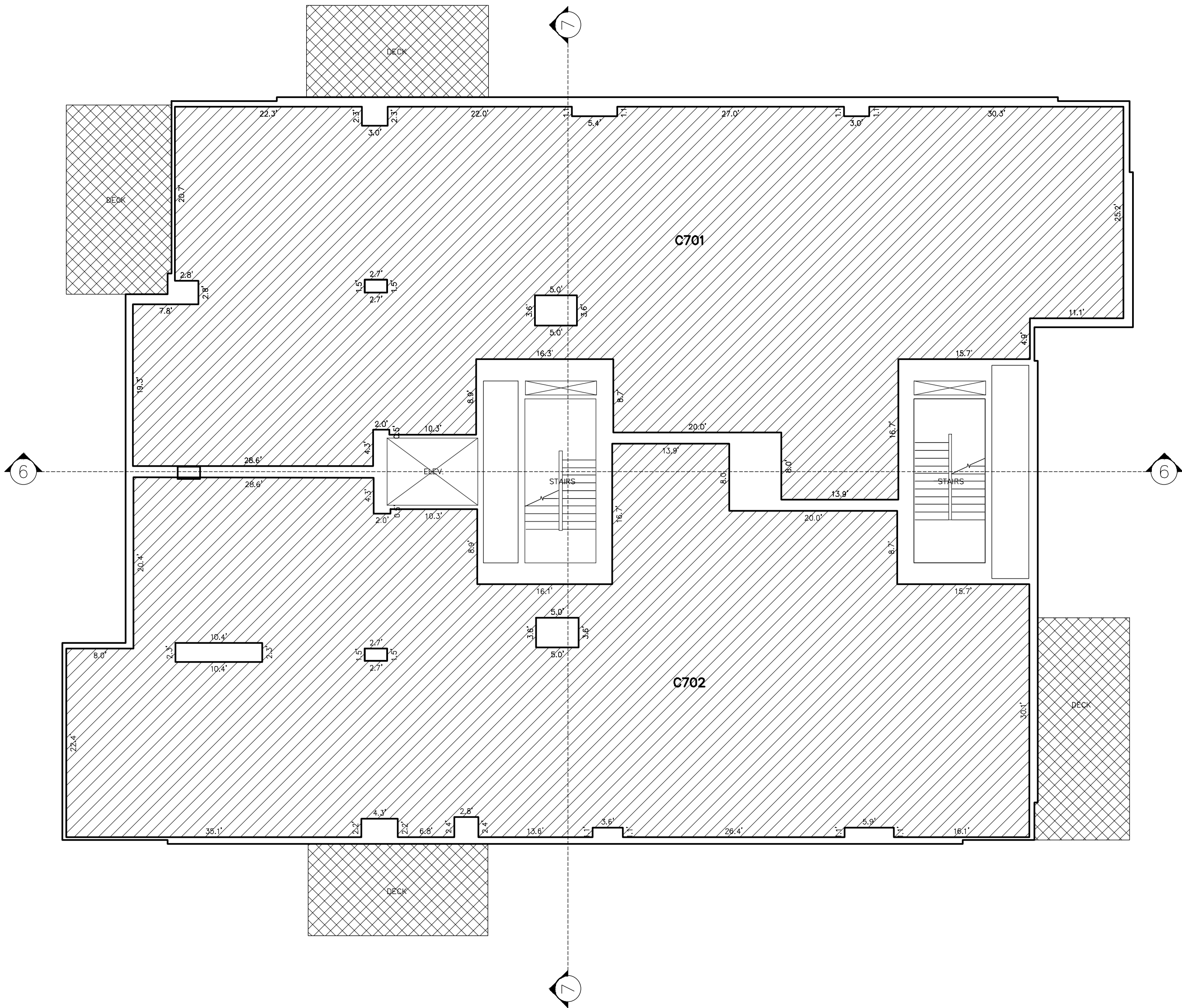
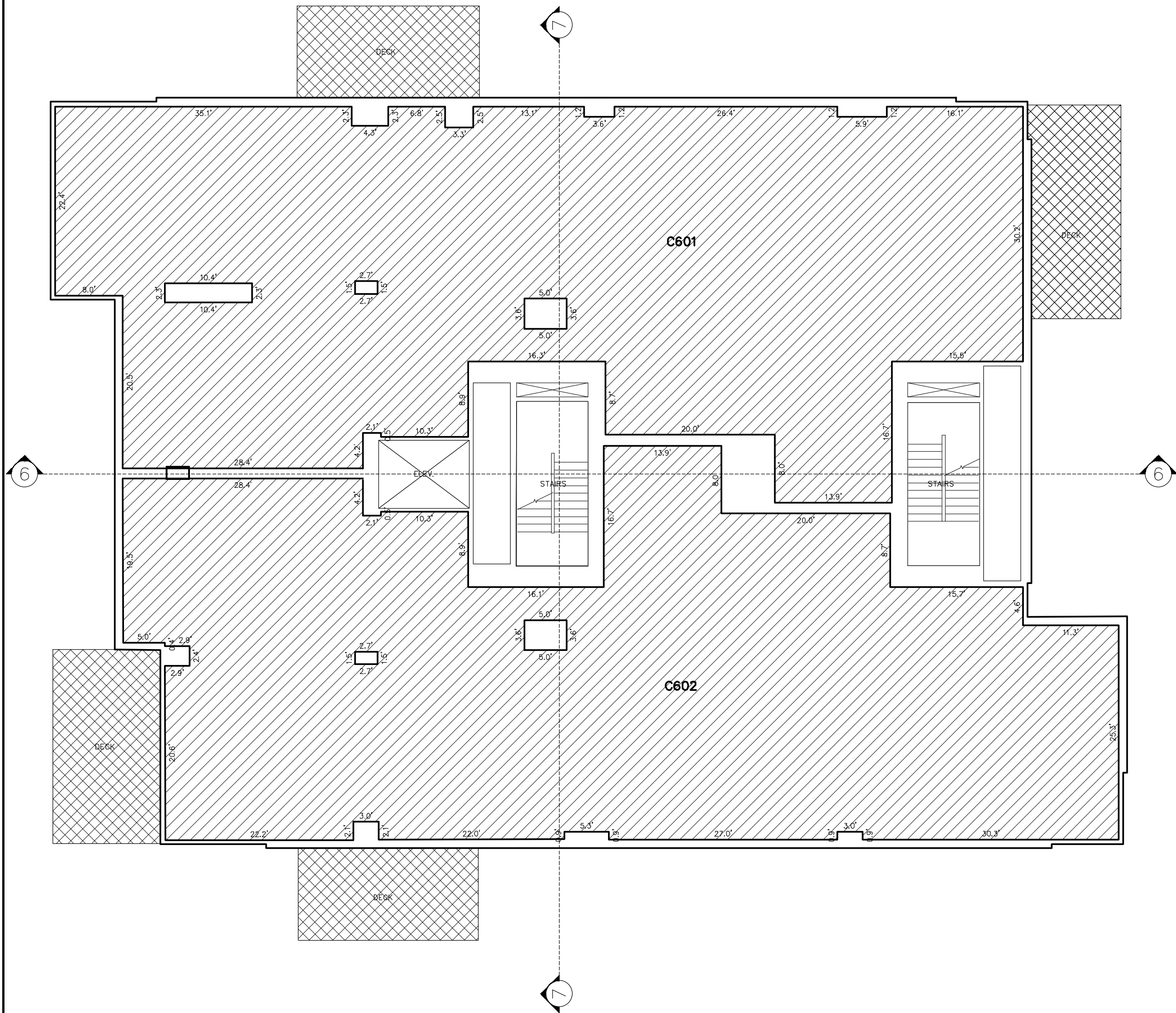
08/22/22 SHEET 15 OF 18
JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
FEE _____ RECORDER _____
TIME _____ DATE _____ ENTRY NO. _____

TOWER C - LEVEL SIX
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C601	4,190 SF
C602	4,208 SF

TOWER C - LEVEL SEVEN
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C701	4,208 SF
C702	4,195 SF



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

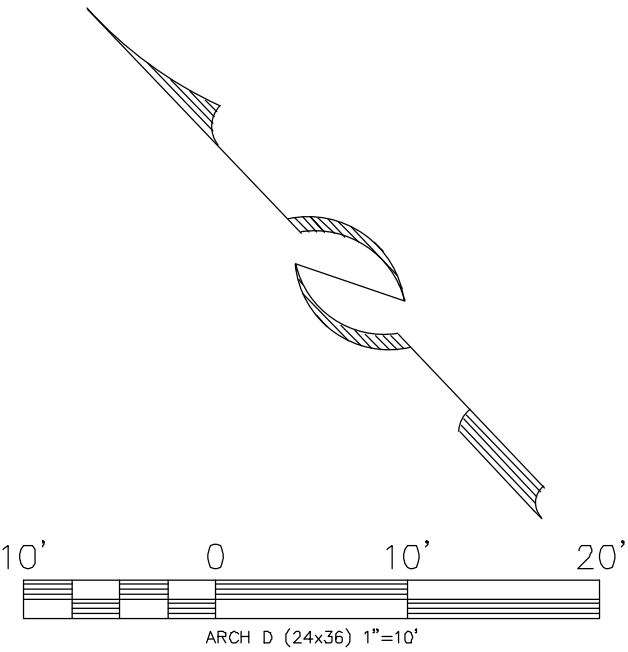


(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



08/22/22 SHEET 16 OF 18

JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

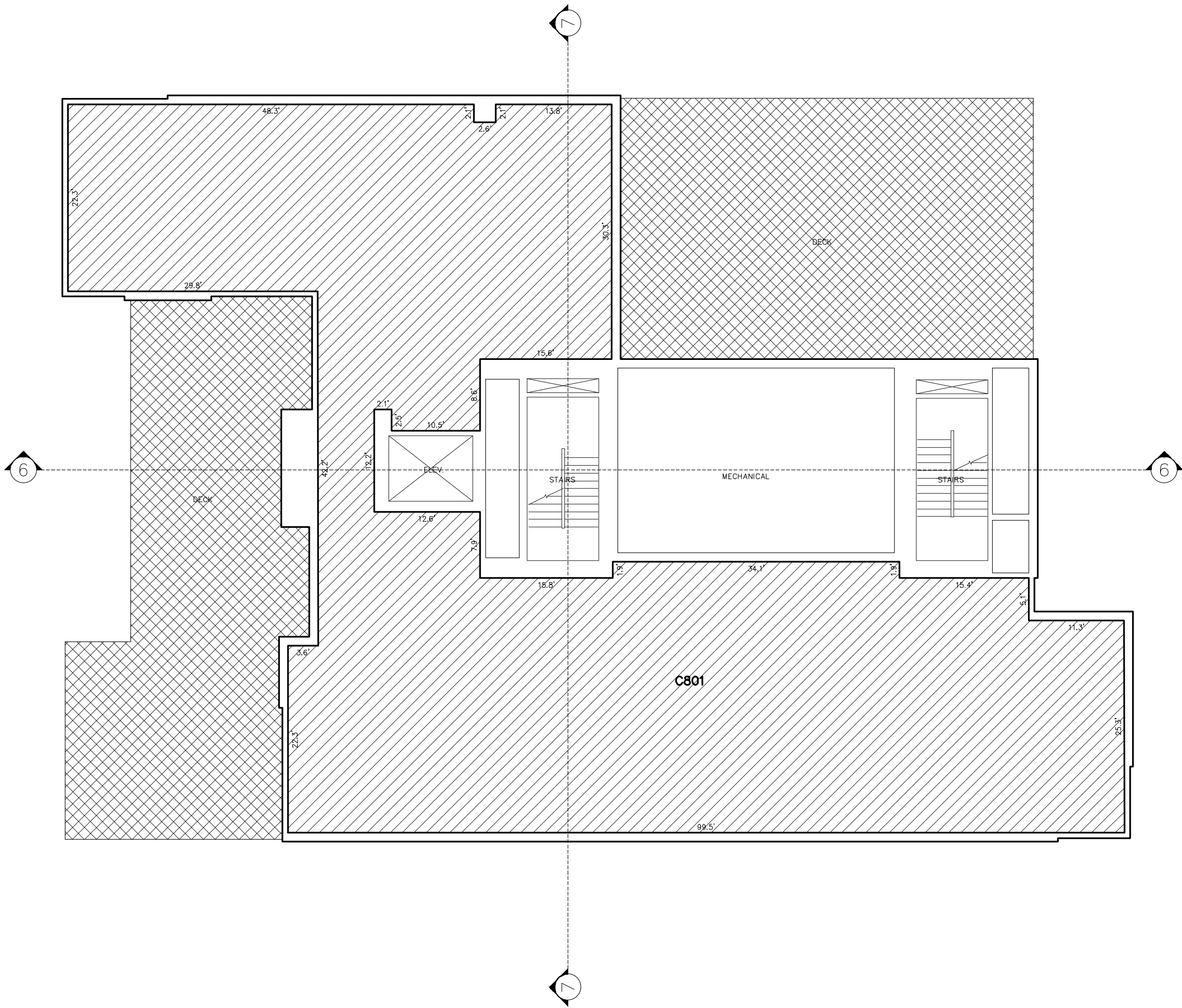
AT THE REQUEST OF _____

_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

TOWER C - LEVEL EIGHTH
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C801	5,095 SF

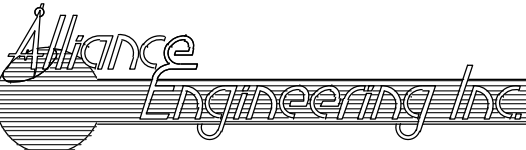


ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

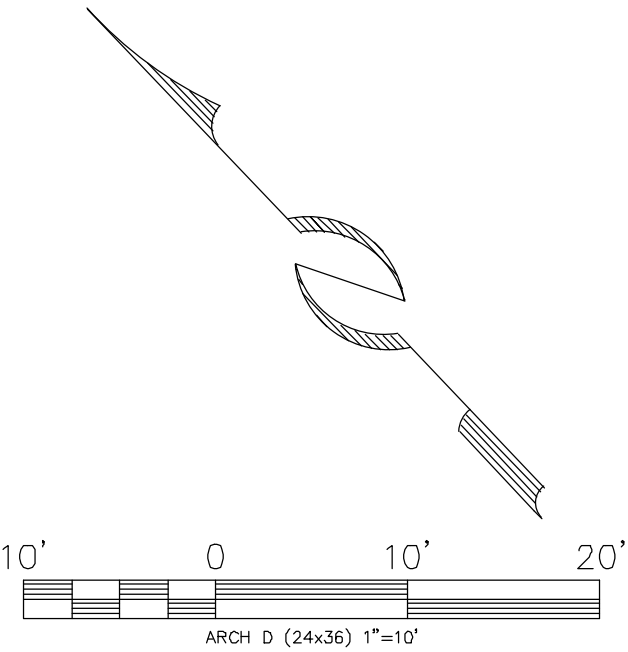


(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



08/22/22 SHEET 17 OF 18

JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sv\plat2018\01118-condo plat.dwg

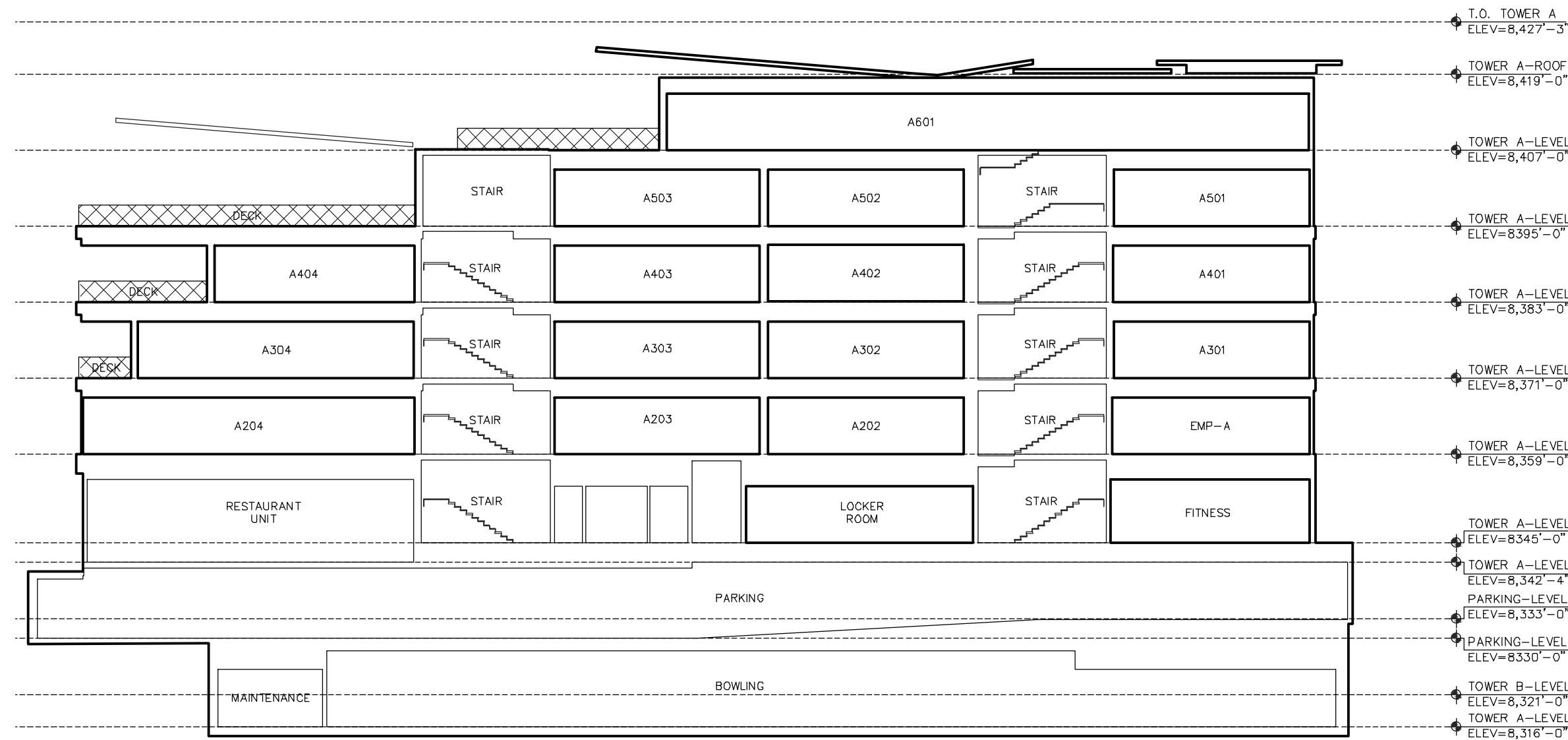
RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

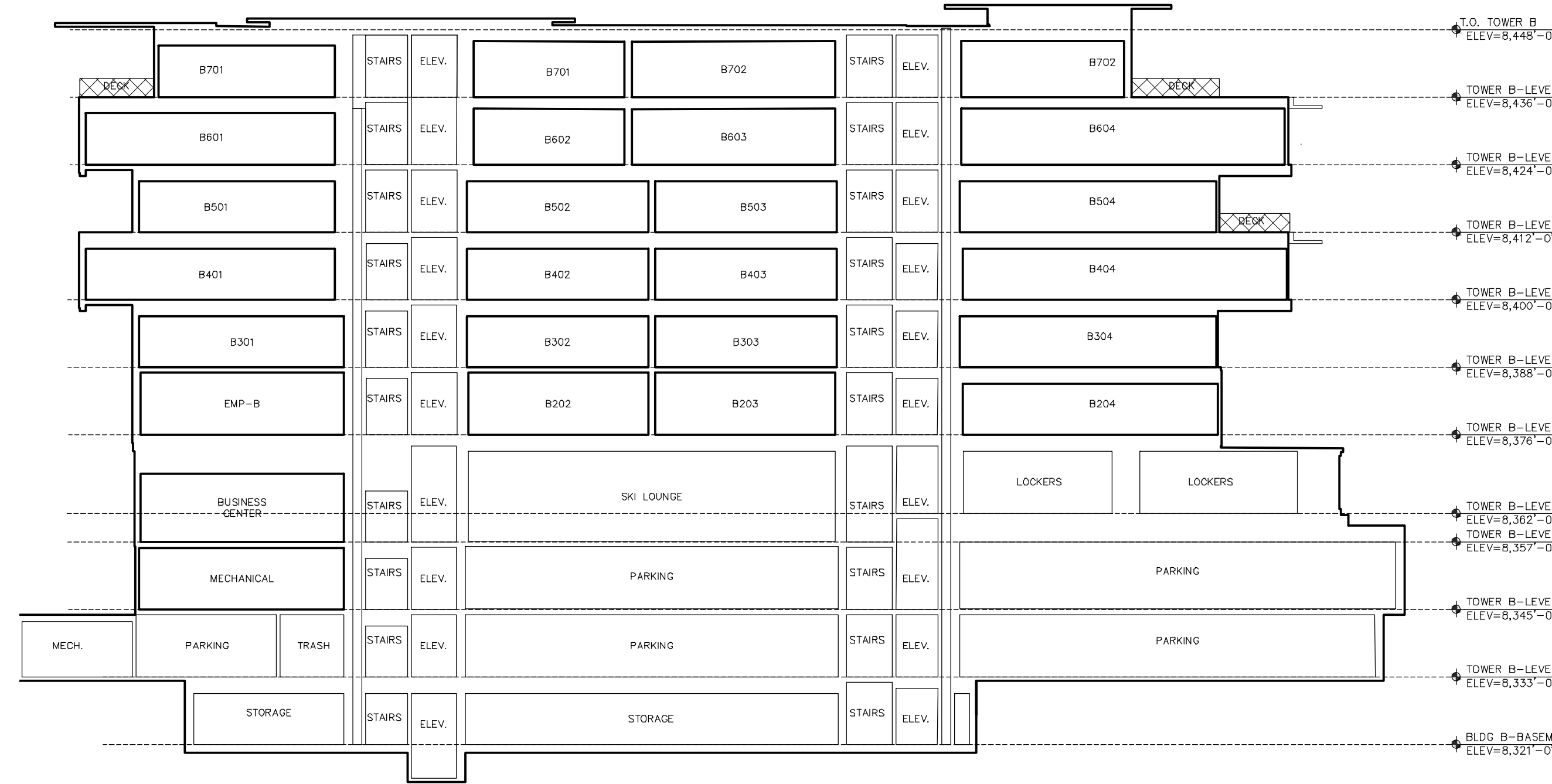
AT THE REQUEST OF _____

_____ FEE _____ RECORDER

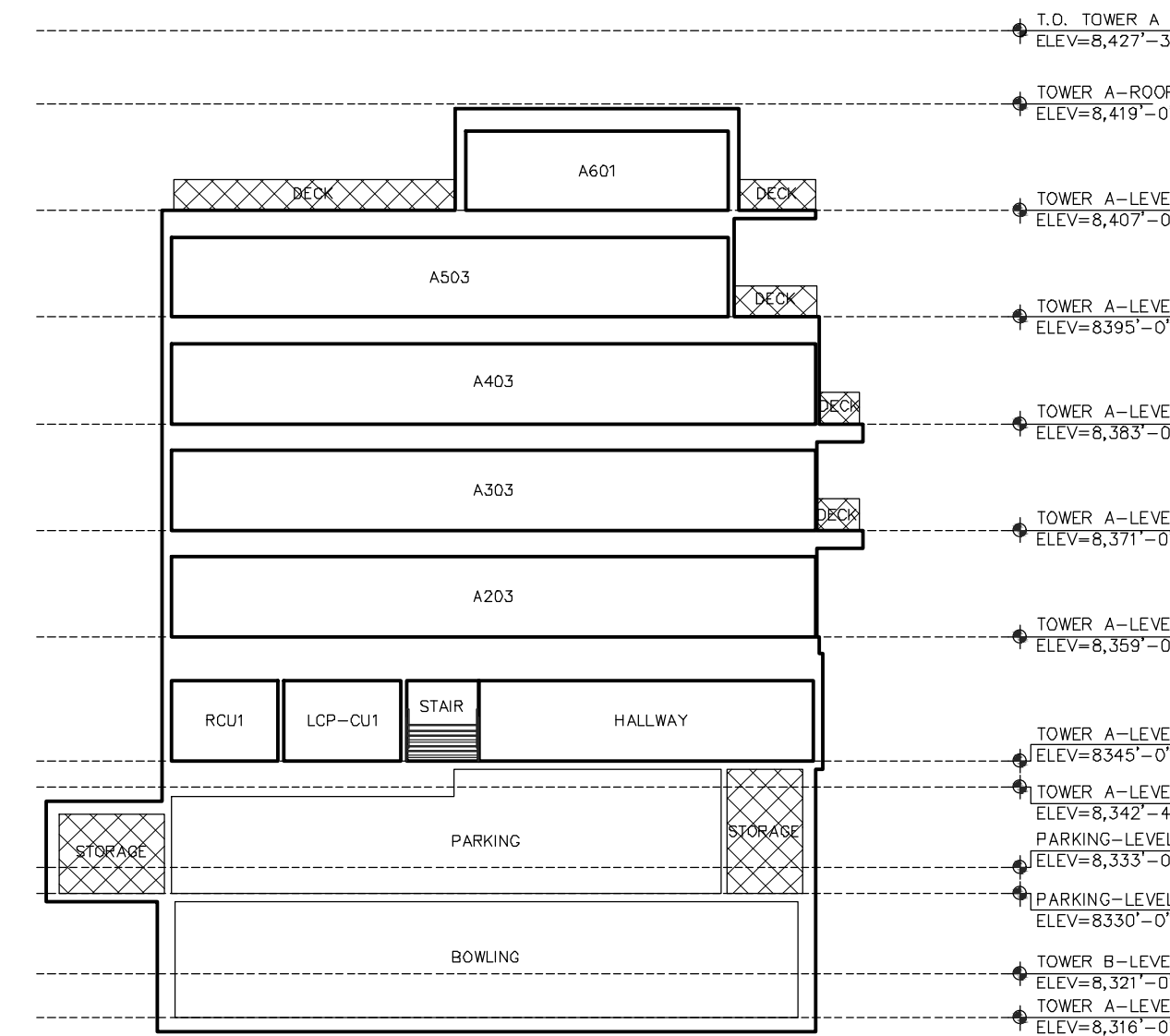
TIME _____ DATE _____ ENTRY NO. _____



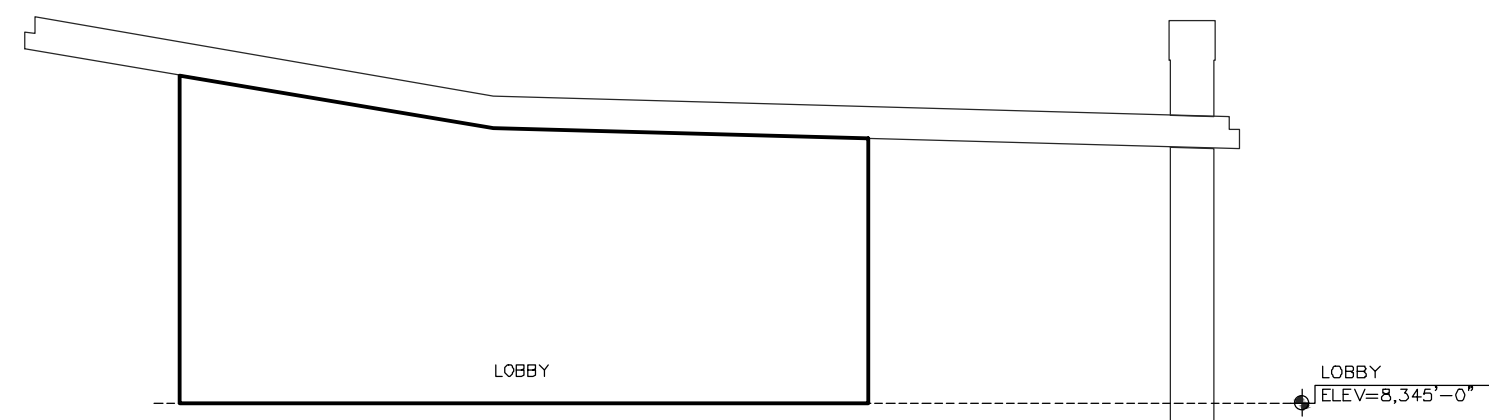
1 TOWER A SECTION 1-1
SCALE: 1" = 20'



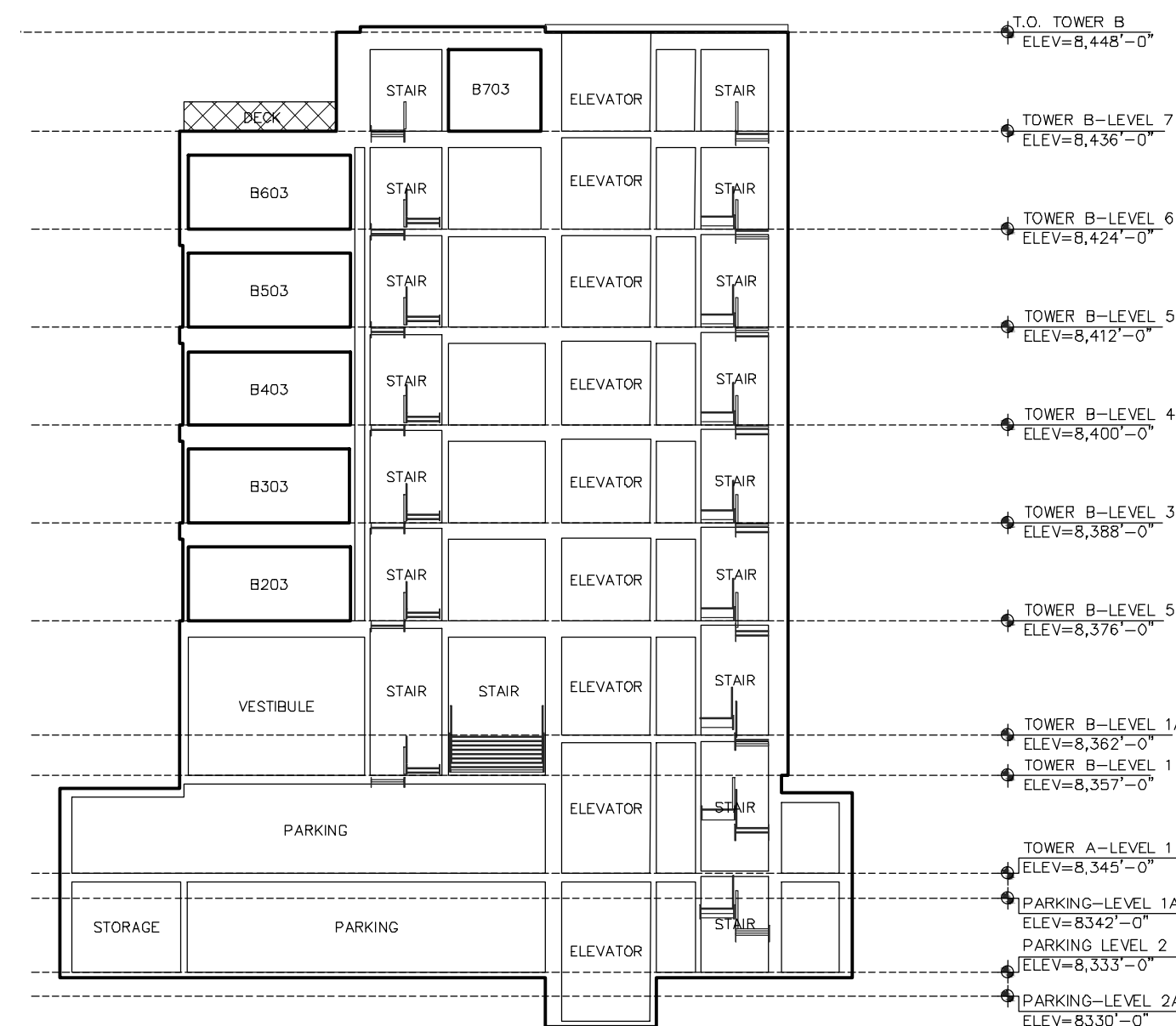
2 TOWER B SECTION 2-2
SCALE: 1" = 20'



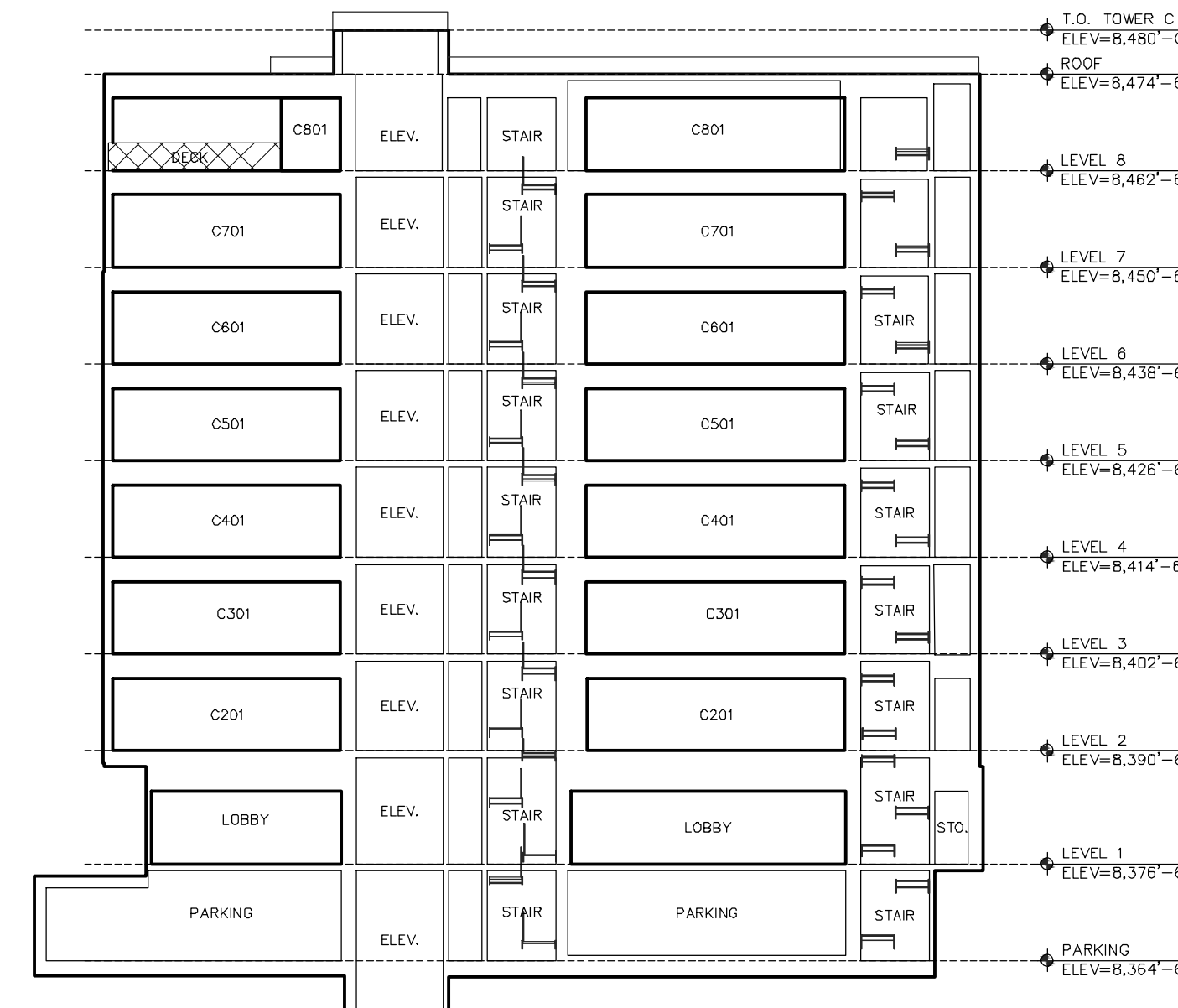
3 TOWER A SECTION 3-3
SCALE: 1" = 20'



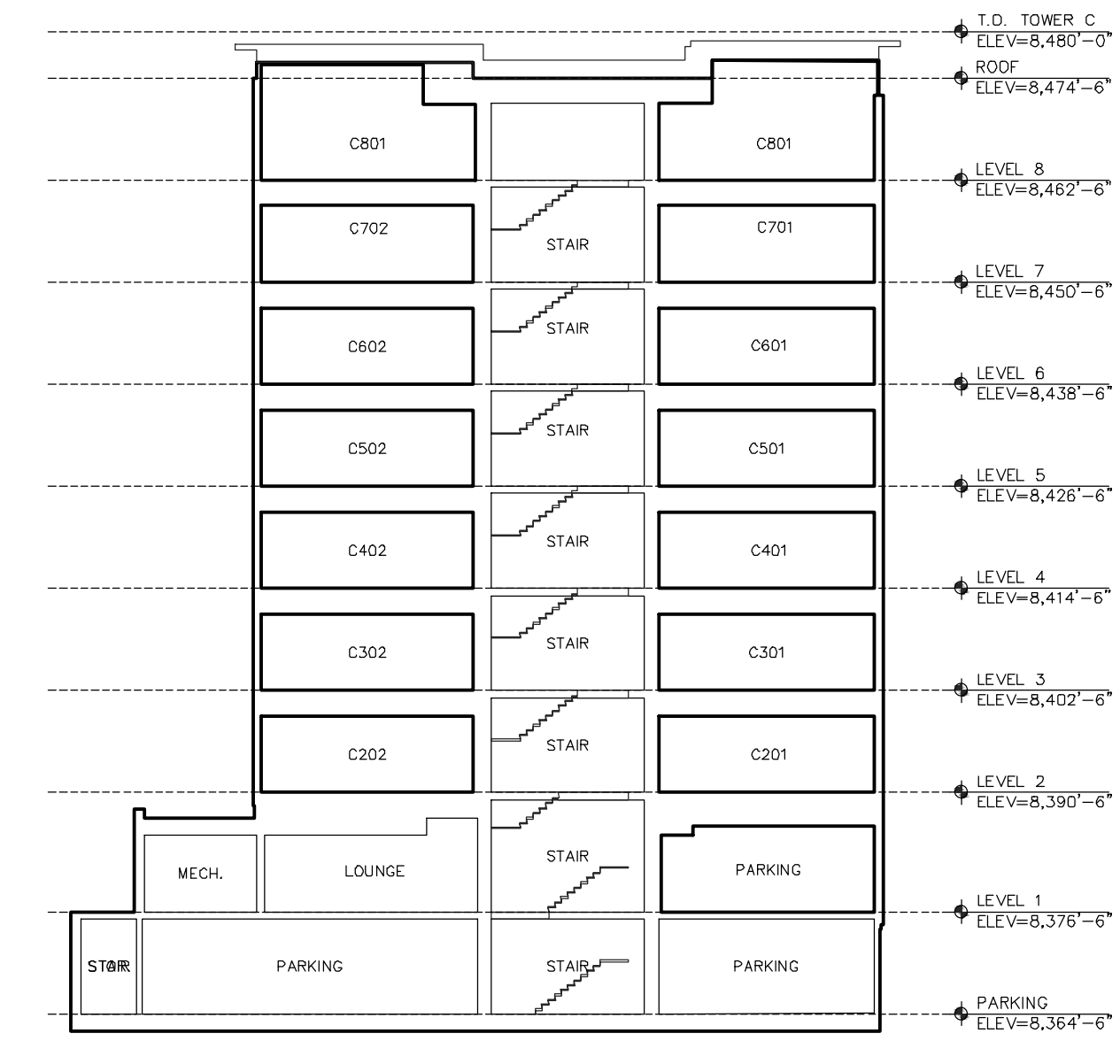
4 SECTION 4-4
SCALE: 1" = 20'



5 TOWER B SECTION 5-5
SCALE: 1" = 20'



6 TOWER C SECTION 6-6
SCALE: 1" = 20'



7 TOWER C SECTION 7-7
SCALE: 1" = 20'

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

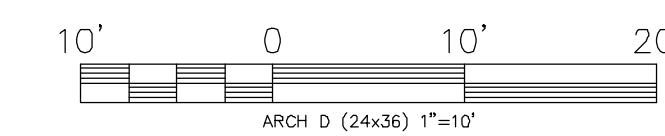
OWNERSHIP LEGEND

COMMON
LIMITED COMMON
PRIVATE OWNERSHIP

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



08/22/22 SHEET 18 OF 18

JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

Sommet Blanc

• Condominium Plat

July 6th, 2022

On 3/9/22, Planning Commission held a Meeting and Public Hearing on the proposed Sommet Blanc project. At this meeting the Pod B2 MPD was amended to reflect changed volumetric and a Conditional Use Permit (CUP) was issued based on drawings reviewed at that meeting. Attached is application for a Condominium Plat approval for this project.

Project Summary

- 7 acre site between Lucky Jack ski trail, Marsac Avenue and Twisted Branch Rd.
- 3 acre Conservation Easement on upper portion of site.
- Three lodge buildings adjacent Ruby Chair and Empire Day Lodge.
- 49 residential condos (162,000 sf)
- 1 restaurant condominium unit (3,600 sf)
- 6 deed restricted affordable housing units (4,725 sf)
- 2 ADA suites (HOA Common Area)
- 107 parking stalls as required
- 54 parking stalls for adjacent Empire Day Lodge as permitted

Ownership

The property is currently held by four separate entities. This was done in anticipation of phased construction. Recorded plat will be signed on behalf of each of the four entities, with plat erasing internal parcel lines to create one Common Area property and 56 condo units.

Affordable Housing

On 3/17 the Housing Authority reviewed and approved the proposed affordable housing. At time of plat recordation, these units will be deed restricted per form approved by City Attorney. COA requires 4,683 sf Affordable Housing. Plat shows 4,725 sf Affordable Housing. Flagstaff DA requires only 3,360 sf Affordable Housing.

Plat

Proposed plat is for the project as reviewed and approved by Planning Commission on 3/9/22. Maximum residential square footage is 162,000 sf. Plat shows 161,994 sf residential. Maximum commercial square footage is 3,600 sf. Plat shows 3,600 sf commercial.

Deer Valley Easements

Deer Valley has provided written consent to restaurant patio and Tower C ski beach patio encroaching into Ski Buffer Easement. The Upper Parking Deck under Tower B will be subject to an easement in favor of Deer Valley for the benefit of the Empire Day Lodge.

Conservation Easement

Applicant will record a Conservation Easement in favor of Summit Land Conservancy on 3.06 acres on upper portion of property. Applicant is finalizing easement language with Summit Land. Draft easement language provided.

Utility Access Easement

At request of Park City Municipal Water Department, plat shows a Utility Access Easement to provide the water department with access to the high pressure water main and PRV on the property. A 12' wide access will be constructed within this easement.

Rocky Mountain Power Temporary Power Easement

Sheet 1 of Plat shows RMP Easement 1138330 conflicting with the west end of Tower A. This easement is for temporary service for construction power and crane. Applicant is working with RMP to vacate this easement prior to plat recordation. A new easement will be recorded that does not conflict with Tower A. **Applicant recommends a COA that Easement 1138330 be vacated or relocated outside building footprint prior to plat recordation.**

Review Fees

55 Residential Units

1 Commercial Unit

56 Units

@ \$450/unit = \$25,200.

Previously paid.

Sommet Blanc site from Marsac roundabout (north).



Sommet Blanc site from Twisted Branch Road turnoff (east).



Sommet Blanc site from Twisted Branch Road near Ruby Chair (south)

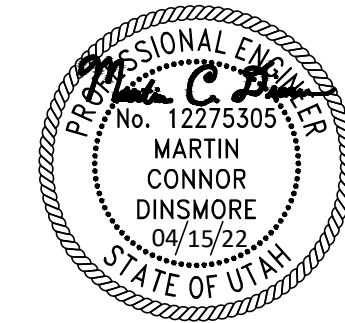
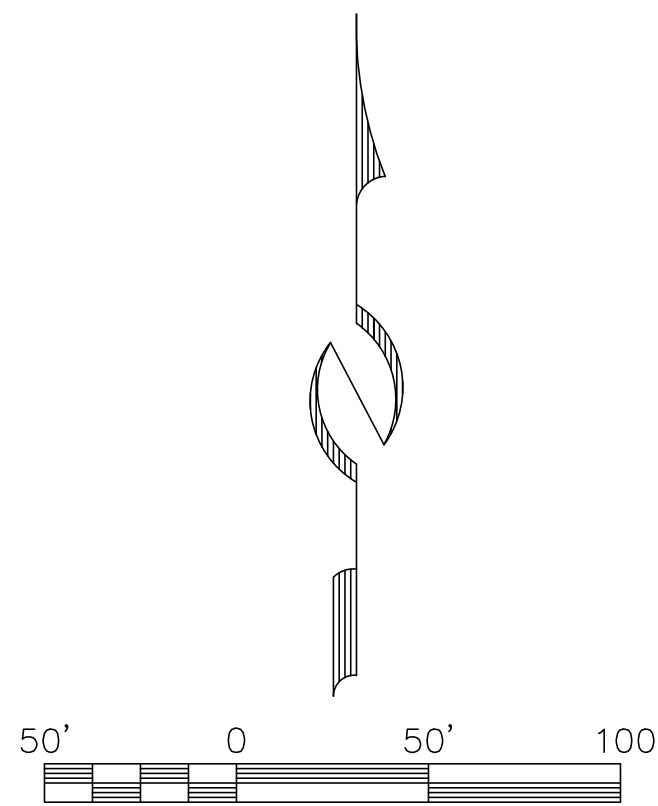


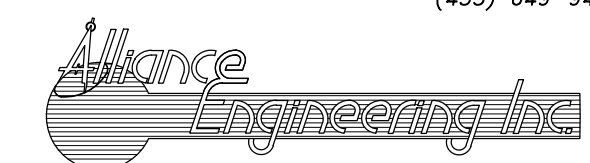
Sommet Blanc site from Ruby Chair (west)





LINE TYPE LEGEND			
ESS	EXISTING SEWER	X	EXISTING FENCE
EW	EXISTING WATER	EG	EXISTING GAS
ESD	EXISTING STORM DRAIN	ET	EXISTING TELECOMM
EOHU	EXTG OVERHEAD UTILITY	EP	EXISTING POWER
EFO	EXTG FIBER OPTIC	EOHP	EXTG OVERHEAD POWER





(435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

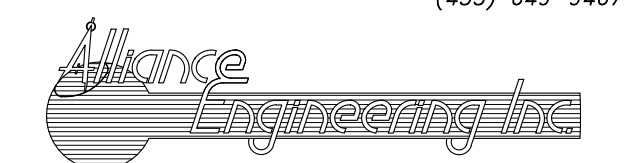
DATE: 04/15/2022

**LOT 1, B2 EAST SUBDIVISION
EXISTING CONDITIONS
SOMMET BLANC DEVELOPMENT**

FOR: SOMMET BLANC RESIDENCES I, LLC
JOB NO.: 1-11-18
FILE: X:\Empire\dwg\B2 East Design\B2 East-Civil.dwg

**SHEET
1
OF
1**



 (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: MICHAEL DEMKOWICZ CONNOR DINSMORE	LOT 1, B2 EAST SUBDIVISION NEIGHBORHOOD CONTEXT SOMMET BLANC DEVELOPMENT		SHEET 1 OF 13
	DATE: 08/04/2021	FOR: SOMMET BLANC RESIDENCES I, LLC JOB NO.: 1-11-18		
	FILE: X:\Empire\dwg\B2 East Design\B2 East-Civil.dwg			



March 9, 2022

Sommet Blanc Residences
9300 Marsac Avenue
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

<u>Application #</u>	PL-20-04702 & PL-21-04771
<u>Subject</u>	Lot 1, B2 East Subdivision
<u>Address</u>	9300 Marsac Avenue
<u>Description</u>	2007 Flagstaff Development Agreement Amendment, Master Planned Development Amendments, and Conditional Use Permit
<u>Action Taken</u>	Approved
<u>Date of Action</u>	March 9, 2022

On March 9, 2022, the Planning Commission held a public hearing and Approved an Amendment to the 2007 Flagstaff Development Agreement, Amendments to the Empire Pass Pod B2- Master Planned Development and a Conditional Use Permit based on the following:

Findings of Fact:

1. Site Location

A. Sommet Blanc Residences LLC., is Lot 1 of the B2 East Subdivision, located at 9300 Marsac Avenue. The site is located within Pod B2 of the Village at Empire Pass Master Planned Development MPD, and of the 2007 Flagstaff Amended Development Agreement, adjacent to the Deer Valley Empire Day Lodge.

2. Site Zoning

A. The site is zoned Residential Development (RD-MPD) as part of the Flagstaff Annexation and Master Planned Development.

B. In the RD zone a Multi-Unit Dwelling is a Conditional Use.

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 development approval process; as well as development conditions, restrictions, obligations, and amenities for each parcel.
- C. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (VMPD) (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. Application

- A. In November 2020, the applicant submitted an application for a Conditional Use Permit which was amended on July 15, 2021, for three (3) condominium lodges (Multi-Unit Dwellings) buildings with 43 residential units above underground parking, a 3,600-square-foot public restaurant, and four (4) townhome villas within two (2) duplexes, and a detached ancillary ski locker building located on the hillside above the condominiums.
- B. On January 20, 2022 the applicant submitted modified plans for the Conditional Use Permit which includes three (3) condominium lodges (Multi-Unit Dwellings) buildings with 49 residential units above underground parking, a 3,600-square-foot public restaurant.
- C. The property is known as Lot 1 of the B2East Subdivision, approved by Council on March 9, 2017.
- D. The subdivision plat entails a 7.85 acre metes and bounds parcel. The subdivision consists of a 6.91 acre 'Lot 1', and a 0.94 acre 'Parcel A', for anticipated Deer Valley Resort ski related activities and infrastructure (potential ski bridge). Parcel A has no assigned density and is not developable in terms of residential units or UEs. The applicant recorded a Development Covenant which allocates 3,600 sf of Resort Support Commercial (from MPD maximum of 75,000 sf), and 81 UEs, to be located within a maximum of 70 multi-family dwelling units.
- E. With 49 residential units the project includes less units than entitled under the 2007 MPD (Maximum of 70) but is proposing to utilize the same 81 Unit Equivalents (UEs) of residential Density.
- F. The applicant is requesting to modify the Conditions of Approval #1 and #2 regarding the allowed Volumetrics and Building Height within Pod B2 MPD pursuant to LMC [Chapter 15-6](#), Master Planned Developments.
- G. Through the 2007 MPD process for Pod B2 Empire pass, the Empire Pass Design Guidelines had approved a plan referred to as the Hill Glazier plan regarding volumetrics and design.

5. Compliance with CUP Criteria

- A. Size and location of the site;

- a. Staff finds that the current Sommet Blanc proposal is within the prescribed development pod. Subdivision. (15-1-10(E)1).
- B. Traffic considerations including capacity of the existing Streets in the Area;
 1. Hales Engineering performed a Trip generation study, completed October 6, 2021. The report addresses the trip generation by Sommet Blanc, reporting that an average of 442 trips would be anticipated on an average weekday, including 28 trips during the morning peak hour and 48 trips during evening peak hour.
 2. As a comparison with the previous HG plan, the report states "With the anticipated patronage, the morning peak hour trips generated will be reduced by 36% under the new plan, the evening peak hour trips generated will be reduced by 11%, and the daily trips will be reduced by 24%."
 3. The second Hales Engineering Traffic Study completed on January 25, 2022 produced similar results to the initial Traffic Study. The Conclusion stated there would still be a reduced number of trips compared to the Hill Glazier plans and that there would still be a high level of service available during peak hours on SR-224.
- C. Utility Capacity
 1. The Empire Pass utilities were all sized assuming 81 UEs of development at B2 East. As such, there is ample sewer, water, electricity, and gas available for the proposed project.
 2. Lot 1 of the B2 East subdivision is included in the storm water detention for the Empire Canyon community, which includes use of the large detention basin.
 3. 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. Before the building permit is issued, the Applicant will be required to gain approval from the Fire Department with fully compliant plans. (15-1-10(E)4)
- E. Location and amount of off-Street parking;
 1. Per the Flagstaff DA, the residential parking stall requirement is reduced by 25% to 107.1 which rounds to 107 parking stalls. Each residential condo unit will have one assigned parking space.
 2. Per an agreement between Deer Valley and the Applicant, the Sommet Blanc project includes 56 tandem parking spaces within a parking deck dedicated for valet parking by Deer Valley for the Fireside Dining operation in the Empire Day Lodge. (15-1-10(E) 5).
- F. Internal vehicular and pedestrian circulation system;
 1. The lodge buildings are accessed from the Lower Driveway with a proposed curb cut off the roundabout at SR 224. (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. The project is smaller in bulk, height and mass compared to its neighbor the Montage and there are no other developments on the adjoining lots with the exception of the Empire Day Lodge (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 Applicant proposes to record a Conservation Easement on 3.06 acres on the upper portion of the site
- 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. Amended Building articulation and massing are consistent with approved lodge buildings and meet the intent of the Flagstaff DA. The applicant has received preliminary Design Approval from the Empire Pass Design Review Board and will require final approval by Building Permit stage.
- 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. 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 B2 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).
6. Compliance with the Amended and Restated Development Agreement for Flagstaff Mountain
- A. Per the 2007 DA the Mountain Village was granted a maximum density of 785 Unit Equivalents in a maximum of 550 dwelling units.
 - B. The Pod B2 MPD approval allotted the east side of B2, 81 Unit Equivalents.
 - C. Per LMC § 15-6-8, One UE equates to 2,000 sf of Multi-family dwelling floor area or 1,000 sf of commercial or office floor area
 - D. 81 UEs is equal to 162,000 sf.
 - E. The 2018 B2 East subdivision approval confirmed the 81 UEs but added the restraint that they must be constructed in a maximum of 70 unit's total.
 - F. The DA included a total of 75,000 sf of Resort Support Commercial uses. Out of the total granted Resort Support Commercial square footage, B2 East was allotted 3,600 sf.
 - G. The applicant is proposing 81 UEs in 49 units for a total of under 162,000 square feet.
 - H. The applicant is proposing under 3,600 square feet Resort Support Commercial.
 - I. The applicant is proposing two ADA units.
 - J. Sommet Blanc is meeting the Americans with Disabilities Act definition of a 'Place of Public Accommodations' which is requiring the project provide two ADA dwelling units. Since the units are required, they do not count towards the 81 UE limit.
 - K. The ADA units will be owned by the HOA and provided for guests who require such accommodations.
 - L. 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.
 - M. 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.

7. Compliance with the Amended Pod B-2 Empire Pass Master Planned Development

- A. 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 (VMPD) Pod A.
- B. On March 14, 2007, the Planning Commission approved a Master Planned Development (MPD) for Pod B2 at Empire Pass as an amendment to the July 28, 2004 Village at Empire Pass MPD (VMPD).
- C. Building volumetric diagrams were approved with the Pod B2 MPD known as the Hill Glazier plans.
- D. The Pod B2 MPD approved 192 hotel rooms utilizing 69.6 Unit Equivalents (UEs) and 94 hotel condominiums utilizing 114 UEs, on the west side parcel (aka Montage Deer Valley).
- E. 81 UEs of residential condominiums were assigned to the east side parcel, aka B2 East.
- F. Condition of Approval #1 of the Pod B2 MPD states: "The building plans and volumetrics for the project shall meet substantial compliance with the drawings dated April 24, 2006, and as reviewed by the Planning Commission.
- G. As amended, the Pod B2 MPD will update COA #1 to state: "The building plans and volumetrics for the project shall meet substantial compliance with the revised Sommet Blanc drawings dated 3/9/2022 as reviewed by the Planning Commission."
- H. Condition of Approval #2 of the Pod B2 MPD states: "A height exception for the Montage to 114 feet above a benchmarked grade (USGS 8346') is granted with the Master Plan. A height exception for the east side condominiums to 82 feet above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum point) is granted with the Master Plan. Datum points are indicated on the site plans reviewed by the Planning Commission."
- I. Buildings B and C are granted an exception for building height of up to 94 feet above the benchmark grade and 106 feet above the benchmark grade, respectively.
- J. This building height was approved based on a site-specific analysis made by the Planning Commission.
- K. As amended, the Pod B2 MPD will update COA #2 to state: "A height exception for the Montage to 114 feet above a benchmarked grade (USGS 8346') is granted with the Master Plan. A height exception for Building A of 82 feet and an allowance of 94 feet for Building B and 106 feet for Building C above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum point) is granted with the Master Plan. Datum points are indicated on the site plans reviewed by the Planning Commission."
- L. Lot 1 adheres to minimum RD zone setbacks.
- M. Per the Pod B2 MPD: "As with the setback requirement in (C) above, the annexation area contains more than the minimum 60% requirement. The development of the Village (pods A, B-1 and B-2) is limited to 87 acres, as

- amended, within the original 1550 acres or 5% of the land area." Lot 1 complies with the open space requirements.
- N. The Applicant will record a Conservation Easement on 3.06 acres of the Lot to count towards Open Space.
 - O. The total On-Mountain remaining requirement for the Flagstaff DA is 4.03 Affordable Unit Equivalents (AUEs).
 - P. The applicant proposes six (6) Affordable housing units (Four Studio apartments and two, two-bedroom units). This is a total of 5.9 AUEs or 4,683 sf.
 - Q. Staff does not recommend that a Child Care center be provided on-site.
 - R. The Mazepah mine shaft, located on Lot 1, was permanently closed in 2016 under geotechnical supervision.
 - S. In August of 2018, the EPA confirmed that all mine soil remediation work performed on site was in accordance with EPA requirements.
 - T. There are no Historic Sites on the B2-East development Lot.
 - U. The proposal complies with the RD Zoning District Requirements outlined in LMC § 15-2.13.
 - V. The MPD, as conditioned, complies with all the requirements of the Land Management Code;
 - W. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 herein, except as noted in Findings of Fact 6(M), 6(O), 7(G), 7(J), & 7(L);
 - X. The Pod B2 MPD, as conditioned, provides the highest value of Open Space, as determined by the Planning Commission. As previously approved in the DA, the applicant is proposing the Sommet Blanc development within the development Pod B2-E, specifically set aside to ensure that 826 acres of the Flagstaff Annexed land were deeded to Open Space;
 - Y. The Pod B2 MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
 - Z. The Pod B2 MPD, as conditioned, is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood compatibility, and protects residential neighborhoods and Uses;
 - AA. The Pod B2 MPD, as conditioned, provides amenities to the community so that there is no net loss of community amenities, such as transportation amenities, a public restaurant, skier lounges, fitness and yoga rooms, and bike storage;
 - BB. The Pod B2 MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the application was filed; The applicant is providing 5.9 AUEs totaling 6 units;
 - CC. The Pod B2 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;
 - DD. The Pod B2 MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; Sommet

Blanc will be part of the EPMHOA which offers on demand shuttle service to Main Street area and back; and

- EE. The Pod B2 MPD has been noticed and public hearing held in accordance with this Code.
- FF. The Pod B2 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 codes adopted by the Park City Building Department in effect at the time of the application;
- GG. The Pod B2 MPD, as conditioned, addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies.
- HH. The Pod B2 MPD, as conditioned, addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance.
- II. The Pod B2 MPD, as conditioned, addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan.
- JJ. The Pod B2 MPD, as conditioned, addresses and mitigates traffic expected with the development.
- KK. The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone-required Building Height and Density, including requirements for Facade variation and design, but rather provides desired architectural variation; the proposal distributes previously allocated density on the site and meets the LMC Section 15-5-8 façade length and variation requirements;
- LL. The buildings have been positioned to minimize visual impacts on adjacent Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss of air circulation have been mitigated as determined by the Site specific analysis;
- MM. The Pod B2 MPD, as conditioned, permits adequate Landscaping and buffering from adjacent Properties and Uses;
- NN. The Pod B2 MPD follows required setbacks and separations from adjacent projects;
- OO. The additional Building Height results in more than the minimum Open Space required and results in Open Space that is publicly accessible per the previously approved 2007 Pod B2 MPD;
- PP. The additional building height is designed in a manner that provides a transition in roof elements in compliance with Chapter 5 Architectural Guidelines.

8. Other Findings of Fact

- A. 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.

- B. 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.
- C. 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.
- D. 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, Pod B2 at Empire Pass Master Plan Development, and the Park City Land Management Code, and the General Plan.
2. The proposed CUP, 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 March 9, 2022.
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 March 9, 2022.
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 March 9, 2022.

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. 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.
12. Deed restrictions for the six (6) affordable 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 affordable units are subject to a deed restriction.
13. The CCRs shall limit the HOA dues related to the deed restricted affordable 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 HOA fees.
14. The CCRs shall be submitted with the condominium plat for review and approval by the City prior to final condominium plat recordation.
15. All conditions of approval of the Village at Empire Pass MPD shall continue to apply.
16. All conditions of approval of the Flagstaff Annexation and Development Agreement shall continue to apply, including the restrictions on solid wood burning fireplaces (Flagstaff DA 2.9.4), 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.
17. 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.
18. 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.
19. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
20. All requirements and conditions of the Snyderville Basin Water Reclamation District shall be met prior to building permit issuance.

21. The deed restricted units shall meet the plat note requirement of 4.2 AUEs for this lot. One AUE is equivalent to 800 sf according to the Development Agreement.
22. 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.
23. 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.
24. Applicant shall construct a parking lot at the Mid-Mountain location and reroute the Mid-Mountain trail, which shall be reviewed and approved by the City's Trails and Open Space Manager.
25. Applicant shall obtain a license agreement, subject to City Attorney's Office approval, which ensures the City's ability to operate, manage, and maintain the Mid-Mountain parking lot (snow removal to remain with the EPMOA).
26. A final landscape plan is required as a condition precedent to Building Permit as well as Final Design approval from the Empire Pass Design Review Board (DRB).
27. Landscaping and irrigation must be water efficient, utilizing drought tolerant planting, limited turf area, and drip irrigation. The plan shall indicate mitigation for removal of identified significant trees.
28. A plan shall be provided indicating mitigation for removal of identified significant trees and replacement in kind of these trees.
29. A final approved storm water plan, as well as final utility and grading plans, are required prior to issuance of a building permit.
30. The CC&Rs shall provide notice and process for the tracking and collection of the Open Space Transit Management Fund also known as the Re-Investment Fee as required and defined in 3.2 of the Amended and Restated Flagstaff Development Agreement.
31. All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, the 2007 Pod B2, Empire Pass MPD, B2-East Subdivision plat, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain (recorded at Summit County on March 2, 2007), and associated technical reports and Agreements, continue to apply.
32. Requirements and obligations of the Flagstaff Mountain Development Agreement, as amended and recorded at Summit County in March of 2007, as apply to this Property, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on Lot 1, unless otherwise conditioned herein. This includes gondola payments, number of shuttles in operation, provision of affordable housing units, collection mechanism for real estate transfer fees, and all other such obligations as are outlined in the March 2007 Agreement, some of which are triggered by the number of certificates of occupancy issued.
33. Before the building permit is issued, the Applicant will be required to gain approval from the Fire Department with fully compliant plans. (15-1-10(E)4)
34. Sufficient screening and landscaping separate the use from adjoining uses.

35. The applicant must receive Final Design Approval from the Empire Pass Design Review Board.
36. Prior to building permit issuance, documentation from UDOT showing approval of any curb cuts or modifications to existing curb cuts onto Marsac Avenue, a state highway, is required.
37. Per 15-3-11(B) Applicant must provide Electric Vehicle Charging Station Infrastructure for twenty percent (20%) of the first one hundred (100) required Off-Street parking spaces and 5% for the spaces above one hundred (100).
38. Applicant shall provide information in the CC&Rs or other documents governing a homeowner or master owners association for the Development regarding notice of the Electric Vehicle Charging Station infrastructure that exists on site.
39. Electric Vehicle Charging Stations shall be installed for 5% of required Off-Street parking spaces (5 spaces in this case). The first charging station installed shall be dual port with one Charging Station that is ADA accessible.
40. The Applicant shall include bike racks for securing at least 10 bicycles on the site plan submitted for building permit review. Bike racks must provide for both the bike frame and wheels to be locked by the user and must be designed to prevent damage to the bike and to facilitate easy and secure storage without interference from or to adjacent bikes. Bike racks must be anchored and be of solid construction, resistant to rust, corrosion, hammers, and saws. Bike racks shall be in convenient, highly visible, active, well-lit areas, and shall not interfere with pedestrian movements or snow storage. Bike racks shall be installed prior to City issuance of a Certificate of Occupancy.
41. The two (2) ADA units will be owned, maintained and kept in perpetuity as ADA units, by the HOA and provided for guests who require such accommodations.
42. The Applicant will record a Conservation Easement on 3.06 acres on the upper portion of the site
43. The Applicant will be required to meet the 4.03 AUEs with a total of 5.9 AUEs (a total of 4,683 sq.ft) to meet the Affordable Housing obligation.
44. Nightly Rentals require compliance with City Code, including a business license.
45. The Applicant shall submit an arborist report to the Planning Director prior to submitting a building permit application that identifies Significant Vegetation impacted by development and plans to replace Significant Vegetation with like vegetation, as approved by the Planning Director.
46. If the City and the owner of Twisted Branch Road and other parties later agree to allow expanded public use of Twisted Branch Road, Sommet Blanc developers and Sommet Blanc Homeowners [Sub]Association shall not object to, or veto expanded public use.
47. Applicant shall provide a snow storage easement approved by the City Engineer on the Sommet Blanc property opposite the Mid Mountain Trail parking lot in an area that does not disturb Significant Vegetation.
48. Notwithstanding greater exceptions for appurtenances in LMC 15-2.13-4.A, elevator overruns and mechanical screening may extend no more than three feet (3') above permitted Building Height as shown in plans approved on March 9, 2022. Prior to building permit issuance, documentation from UDOT showing approval of any

curb cuts or modifications to existing curb cuts onto Marsac Avenue, a state highway, is required.

Please be aware that this approval in no way exempts the property from complying with other requirements that may be in effect on the property, and building permit regulations, as applicable. It is the responsibility of the property owner and applicant to ensure compliance with these regulations.

As the Applicant, this letter is intended as a courtesy to document the status of your request. The official minutes from the Planning Commission meeting are available in the Planning Department office and online.

If you have questions regarding your application or the action taken, please don't hesitate to contact Makena Hawley at 435-615-5059 or Makena.hawley@parkcity.org. She will continue working with you through the Building Permit and Certificate of Occupancy process.

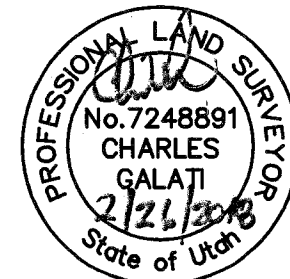
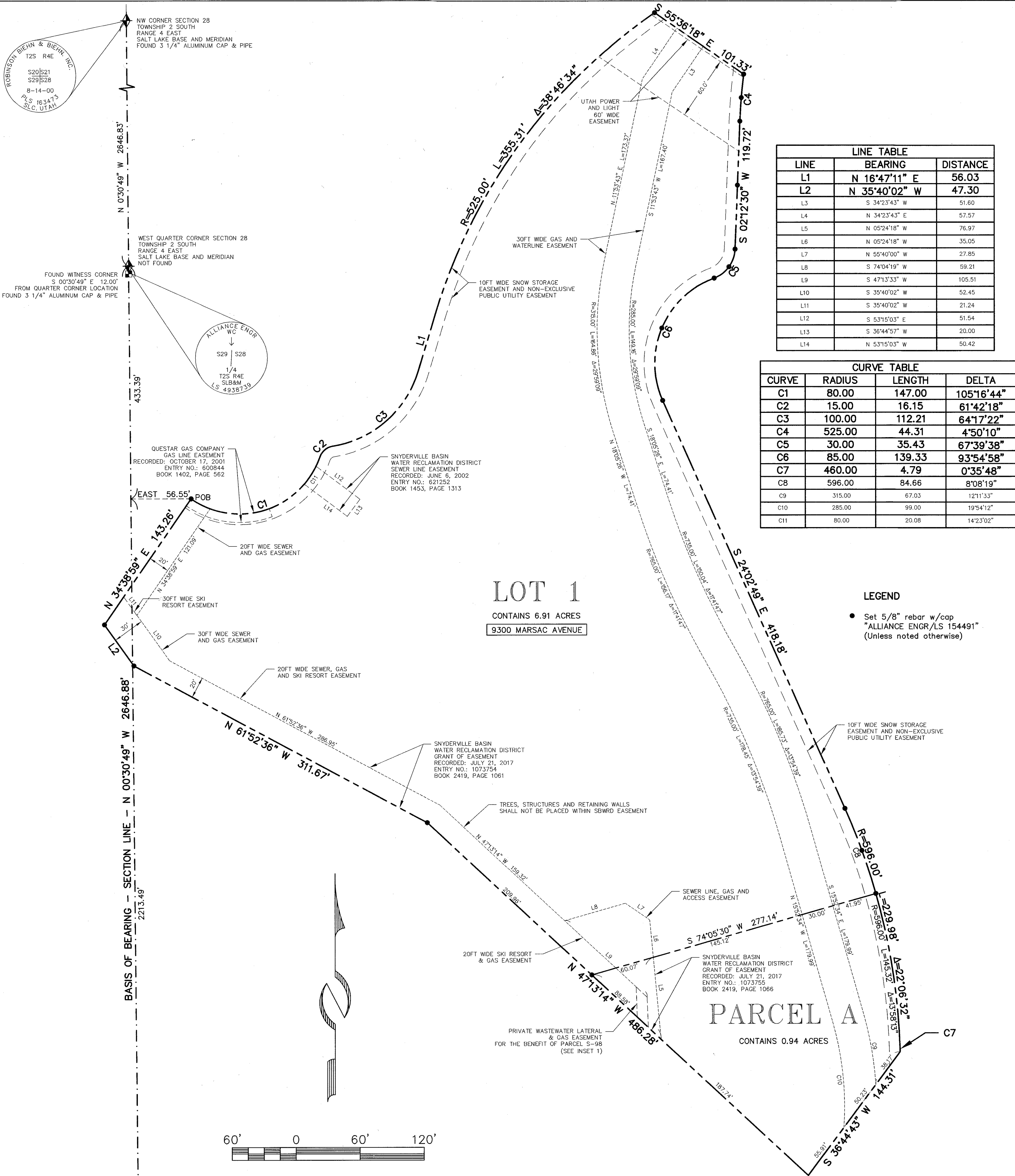
Sincerely,

A handwritten signature in dark ink, appearing to read 'John Phillips', with a long horizontal flourish extending to the right.

John Phillips
Planning Commission, Chair
Cc: Makena Hawley, Planner II

NOTES:

- This plat is subject to the Conditions of Approval in Ordinance 2017-07.
- All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain recorded at Summit County on March 2, 2007, as Entry No. 00806100 in Book 1850, Page 1897 (the "Development Agreement"), and associated technical reports and agreements, continue to apply.
- Conditions of approval of the Village at Empire Pass Master Planned Development, approved July 28, 2004, and the Pod B-2 at Empire Pass Master Planned Development, approved March 14, 2007, shall continue to apply.
- Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the lots.
- Fire sprinklers are required for new construction per the Chief Building Official at the time of review of the building permit.
- No building permits shall be issued on Lot 1 or Parcel A until the mine shaft has been fully closed and mine soil remediation under EPA supervision has been completed. Prior to issuance of any building permits, documentation certifying the work is complete shall be presented to the Chief Building Official and Planning Director. As part of any building permit submission, property owner shall submit a closure plan for the adit, approved by a geotechnical engineer, and detailing any additional work required in conjunction with building construction in the vicinity of the adit.
- Prior to building permit issuance, documentation from UDOT showing approval of any curb cuts or modifications to existing curb cuts onto Marsac Avenue, a state highway, is required.
- A conditional use permit approval is required prior to issuance of a building permit for any residential building proposed on Lot 1. A construction mitigation plan shall be submitted with the conditional use permit application and in advance of issuing building permits. Parcel A is not a development lot.
- A declaration of condominium and a record of condominium plat are required prior to the sale of individual units within the development.
- Lot 1 is subject to the Declaration of Development Covenants, recorded as Entry No. 0081411, in the official records of the Summit County Recorder. Lot 1 has an on-site affordable housing obligation of 4.2 Affordable Unit Equivalents as defined in the Development Agreement. All deed restricted units shall be identified on the final condominium plat prior to recordation of such plat. Phasing of affordable housing units shall be commensurate with the certificates of occupancy for the buildings.
- Wastewater service to B2 East Subdivision shall be provided by the Snyderville Basin Water Reclamation District ("SBWRD"). A Line Extension Agreement approval letter was provided by SBWRD on January 24, 2017, in connection with that certain Line Extension Agreement for Public Wastewater System dated January 23, 2017 (the "Line Extension Agreement"). The owner shall be responsible for extending the public wastewater system within Lot 1 according to requirements of the Line Extension Agreement. Easements associated with the Line Extension Agreement are depicted on the plat.
- The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
- This development is part of a common plan development and a MS4 storm water permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance.
- 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 the "Master Declaration") requires the membership of each lot or unit owner. Members are subject to the terms of the Master Association's 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.
- Requirements and obligations of the Development Agreement, as applicable to this property, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on Lot 1, unless otherwise conditioned herein. This includes number of shuttles in operation, collection mechanism for real estate reinvestment fees, and all other such obligations as are outlined in the Development Agreement. Per that certain Acknowledgement and Waiver [Marsac 100] dated November 30, 2017 by Park City Municipal Corporation, a political subdivision of the State of Utah ("PCMC") and that certain Acknowledgement and Waiver [Mine Bench] dated November 30, 2017 by PCMC, obligations under the Development Agreement for off-site affordable housing and gondola payments have been deemed satisfied, terminated, and fulfilled.
- Owners and potential buyers of any parcel, unit or land within the lot or parcel 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, snowboarders, 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.



SURVEYOR'S CERTIFICATE

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 by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and parcels together with easements, hereafter to be known as B2 EAST SUBDIVISION and that the same has been, to the best of my knowledge, correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

A parcel of land located in the west half of Section 28 and the southeast quarter of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point that is North 00°30'49" West 2213.49 feet along Section Line and East 56.55 feet from the southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the southerly line of the Marsac Avenue Right of Way, according to the official plat thereof on file and of record in the office of the Recorder, Summit County, Utah, and on a curve to the left having a radius of 80.00 feet, of which the radius point bears North 34°38'59" East; and running thence along the southerly line of the Marsac Avenue Right of Way the following five (5) courses: 1) easterly along the arc of said curve 147.00 feet through a central angle of 105°16'44" to a point on a reverse curve to the right having a radius of 15.00 feet, of which the radius point bears South 70°37'45" East; thence 2) northeasterly along the arc of said curve 16.15 feet through a central angle of 61°42'18" to a point on a curve to the left having a radius of 100.00 feet, of which the radius point bears North 08°55'27" West; thence 3) northeasterly along the arc of said curve 112.21 feet (chord bears North 48°55'52" East 106.41 feet) through a central angle of 64°17'22"; thence 4) North 16°47'11" East 56.03 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South 73°12'49" East; thence 5) northeasterly along the arc of said curve 355.31 feet through a central angle of 38°46'34"; thence South 55°36'18" East 101.33 feet to a point on a curve to the left having a radius of 525.00 feet; thence southerly along the arc of said curve 44.31 feet (chord bears South 04°37'35" West 44.30 feet) through a central angle of 4°50'10"; thence South 02°12'30" West 119.72 feet to a point on a curve to the right having a radius of 30.00 feet, of which the radius point bears North 87°47'30" West; thence southerly along the arc of said curve 35.43 feet through a central angle of 67°39'38" to a point of reverse curve to the left having a radius of 85.00 feet, of which the radius point bears South 20°07'52" East; thence southwesterly along the arc of said curve 139.33 feet through a central angle of 93°54'58"; thence South 24°02'49" East 418.18 feet to a point on a curve to the right having a radius of 596.00 feet, of which the radius point bears South 65°57'11" West; thence along the arc of said curve 229.98 feet through a central angle of 22°06'32" to a point of compound curve to the right having a radius of 460.00 feet, of which the radius point bears South 88°03'42" West; thence southerly along the arc of said curve 4.79 feet through a central angle of 00°35'48"; thence South 36°44'43" West 144.31 feet; thence North 47°13'14" West 486.28 feet; thence North 61°52'36" West 311.67 feet; thence North 35°40'02" West 47.30 feet; thence North 34°38'59" East 143.26 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that REDUS Park City LLC, a Delaware limited liability company, the undersigned owner of the herein described tract of land to be known hereafter as B2 EAST SUBDIVISION, does hereby certify that it has caused this Plat to be prepared and does hereby consent to the recordation of this Plat.

ALSO, the owner or its representative, hereby irrevocably offers for dedication to the city of Park City all the easements and required utilities shown on the plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this 26 day of Feb. 2018.

REDUS Park City LLC,
a Delaware limited liability company

By: REDUS Properties, Inc.
a Delaware corporation, its Manager

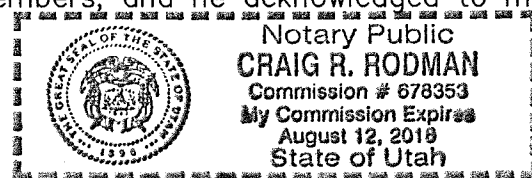
By: David Ash, Sr. Vice President

ACKNOWLEDGMENT

State of Utah ss:
County of Summit

On this 26 day of Feb. 2018, David Ash 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 he is the Sr. Vice President of Redus Properties, Inc., a Delaware corporation, and that said document was signed by him on behalf of said corporation by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the Subdivision Plat.

G. R. Rodman
A Notary Public commissioned in Utah

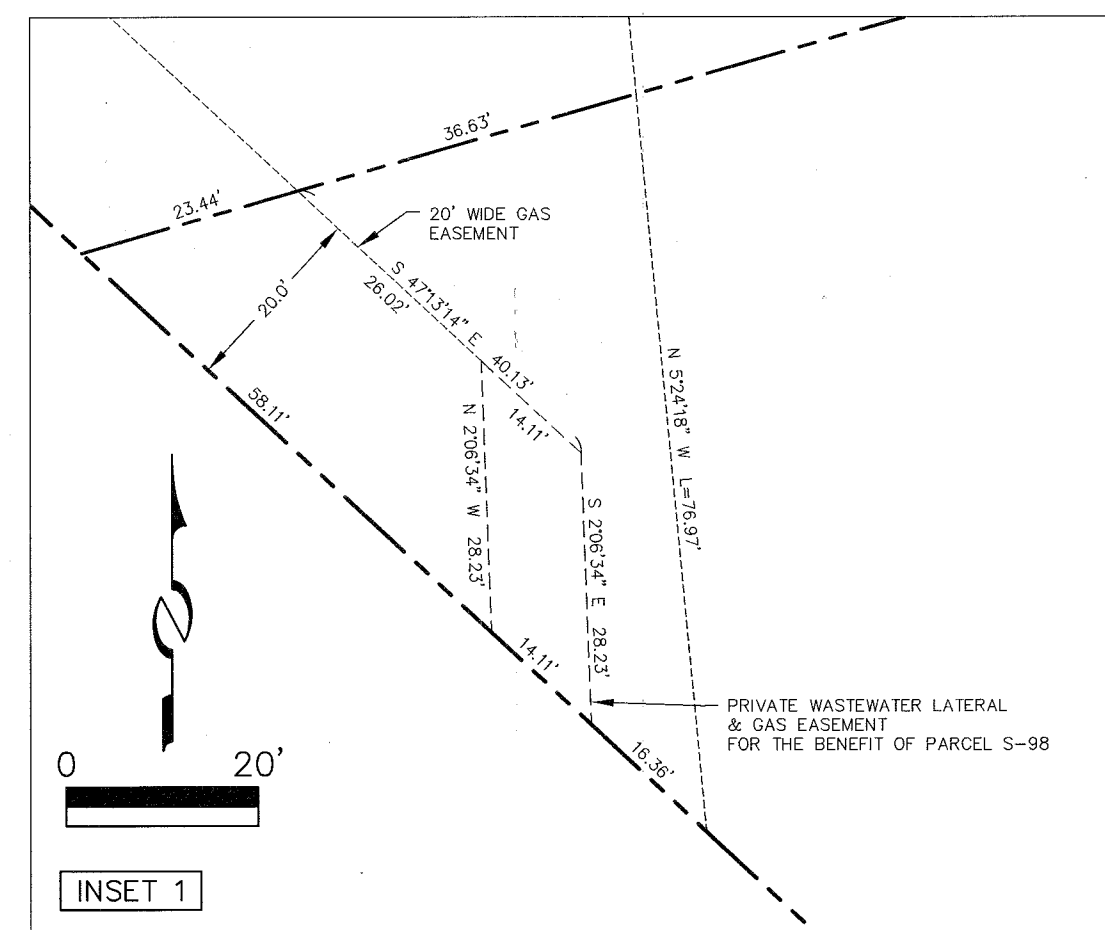


Craig R. Rodman
Printed Name

Residing in: Park City, UT

My commission expires: 8/19/2018

Commission No. 678593

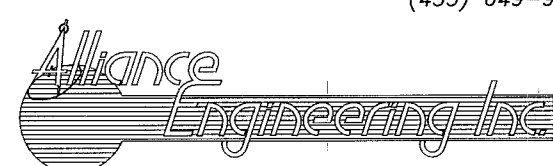


B2 EAST SUBDIVISION

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

2/26/18 JOB NO.: 12-2-16 FILE: X:\Empire\dwg\sr\plat2016\120216-B2 East.dwg



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

(435) 649-9467

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS 26th

DAY OF February, 2018

BY B. W. R. D.

S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS 8TH

DAY OF February, 2017

BY vice

CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS 2nd

DAY OF March, 2018

BY Park City Engineer

PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 2nd

DAY OF March, 2018

BY Park City Attorney

PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS 9TH OF MARCH, 2017

BY Andy B.

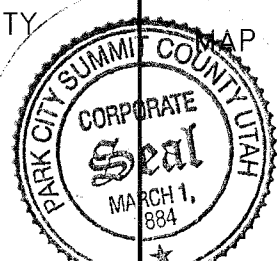
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT
WAS APPROVED BY PARK CITY
COUNCIL THIS 9TH DAY
OF MARCH, 2017

BY Michelle Kelly

PARK CITY RECORDER



RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF REDUS PARK CITY, LLC

632.00

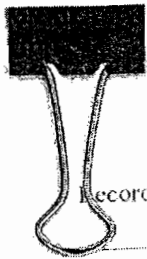
Andrea Francis Deputy

FEE

DATE 3/1/2018 TIME 8:19 AM ENTRY NO. 1081638

B2 EAST SUBDIVISION

462



Recorded at the request of and return
to: Park City Municipal Corp.
Attn: City Recorder
P.O. Box 1480, Park City, UT 84060

Recorded this ____ day of
____, 2007
at Book # ____ Page # ____

ENTRY NO. 00806100

03/02/2007 02:42:51 PM B: 1850 P: 1897

Agreement PAGE 1 / 49

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 0.00 BY PARK CITY MUNICIPAL CORP



**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR FLAGSTAFF MOUNTAIN,
BONANZA FLATS, RICHARDSON FLATS,
THE 20-Acre QUINN'S JUNCTION PARCEL
AND IRON MOUNTAIN**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 2nd day of March, 2007, by and between UNITED PARK CITY MINES COMPANY, ("UPCM" or "DEVELOPER"), DEER VALLEY RESORT COMPANY, ("DEER VALLEY"), and PARK CITY MUNICIPAL CORPORATION, a third class city of the State of Utah ("City") (collectively, the "Parties").

RECITALS

- A. WHEREAS, DEVELOPER and DEER VALLEY own approximately: 1,600 of 1,750 acres of patented mining claims located in the unincorporated Flagstaff Mountain area of Summit County, more particularly described and depicted in Exhibit A attached hereto (hereafter, "Flagstaff Mountain"); approximately 106 acres of patented mining claims located on Iron Mountain within an unincorporated area of Summit County more particularly described and depicted in Exhibit B attached hereto (hereafter, "the Iron Mountain Parcels"); approximately 1,500 acres of patented mining claims, constituting all of UPCM's land located in the unincorporated Bonanza Flats area of Wasatch County more particularly described and depicted in Exhibit C attached hereto (hereafter, "Bonanza Flats"); all of UPCM's land east of U.S. 40 and south of S.R. 248 constituting approximately 650 acres of real property owned in fee simple located immediately east of U.S. 40 and south of S.R. 248 within an unincorporated area

of Summit County more particularly described and depicted in Exhibit D attached hereto (hereafter, "Richardson Flats"); and approximately 20-Acres of real property owned in fee simple located west of U.S. 40 and south of S.R. 248 within an unincorporated area of Summit County more particularly described and depicted in Exhibit E attached hereto (hereafter, "the 20-Acre Quinn's Junction Parcel");

- B. WHEREAS, on May 17, 1994 DEVELOPER filed an application for annexation to Park City of Flagstaff Mountain, consisting of DEVELOPER's, DEER VALLEY's and Northside Neighborhood Property Owners' land, together totaling an area of approximately 1,750 acres;
- C. WHEREAS, on May 10, 1997 the Park City Council unanimously resolved by Resolution 10-97 to annex Flagstaff Mountain under certain Development Parameters;
- D. WHEREAS, on July 8, 1998 DEVELOPER requested reconsideration by the City of Resolution 10-97 and offered certain incentives for limiting development of the Bonanza Flats, Richardson Flats and the Iron Mountain Parcels;
- E. WHEREAS, on September 10, 1998 the Park City Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats and the Iron Mountain Parcels, as set forth in this Agreement;
- F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER further refined its proposal by offering to move 16 single family homes from the sensitive Prospect Ridge area to the Mountain Village and to constrain development in the Northside Neighborhood to reduce site disturbance and to facilitate sale to a conservation buyer for a time certain;
- G. WHEREAS, the Parties intended to enter into the original Agreement to establish new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels and to establish a time certain for annexation of Flagstaff Mountain (now referred to generally as Empire Pass) into the City;

- H. WHEREAS, the Parties in fact entered into the original Agreement on or about June 24, 1999; and
- I. WHEREAS, the Parties desire to amend and restate the original Agreement in connection with the development of a project known as the Montage Resort & Spa which is presently planned to include 192 hotel rooms and suites, with spa, restaurant and conference facilities, and a residential component that consists of resort condominiums.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the Park City Land Management Code (LMC) in effect on the date of a complete application or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

- 1.1 **"Annexation Property"** means that approximately 1,750 acres of property known as Flagstaff Mountain, described and depicted on Exhibit A.
- 1.2 **"Bonanza Flats"** means that approximately 1,500 acres of UPCM property commonly referred to as Bonanza Flats, constituting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.
- 1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.
- 1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance

with the terms of this Agreement.

- 1.5 **"Inaction"** provisionally¹ means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.
- 1.6 **"Meeting Accessory Uses"** provisionally² means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:
- 1.6.1 Administrative and Banquet Offices
 - 1.6.2 Banquet Storage Areas
 - 1.6.3 Banquet Prep Areas Storage Areas
 - 1.6.4 Common A/V Storage Areas
 - 1.6.5 Coat Check Areas
 - 1.6.6 Public Restrooms
 - 1.6.7 Public Telephone Areas
 - 1.6.8 Public Hallways
 - 1.6.9 Public Circulation Areas.
- 1.7 **"Mountain Village"** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 87 acres, within three development Pods (A, B₁, and B₂) and maximum densities, unit equivalencies and configuration more fully described herein.

¹ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

² This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

- 1.8 **"Northside Neighborhood"** means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.
- 1.9 **"Northside Neighborhood Property Owners"** means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.
- 1.10 **"Pedestrian Village"** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least fifty percent (50%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.
- 1.11 **"Planned Unit Development" or "PUD"** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.
- 1.12 **"Pod Z"** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.
- 1.13 **"Project"** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.
- 1.14 **"Residential Accessory Uses"** provisionally³ means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:

³ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superceded by an LMC definition of the term.

- 1.14.1 Common Ski Lockers
- 1.14.2 Common Lobbies
- 1.14.3 Registration
- 1.14.4 Concierge
- 1.14.5 Bell Stand/Luggage Storage
- 1.14.6 Common Maintenance Areas
- 1.14.7 Mechanical Rooms
- 1.14.8 Common Laundry Facilities and Common Storage Areas
- 1.14.9 Employee Facilities
- 1.14.10 Common Pools, Saunas and Hot Tubs
- 1.14.11 Public Telephone Areas
- 1.14.12 Public Restrooms
- 1.14.13 Administrative Offices
- 1.14.14 Public Hallways and Circulation Areas

1.15 **“Resort Accessory Uses”** provisionally⁴ means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

- 1.15.1 Information
- 1.15.2 Lost and Found
- 1.15.3 Mountain Patrol
- 1.15.4 Mountain Administration
- 1.15.5 Mountain Maintenance and Storage Facilities
- 1.15.6 Mountain Patrol and Emergency Medical Facilities
- 1.15.7 Public Lockers
- 1.15.8 Public Restrooms
- 1.15.9 Employee Lockers
- 1.15.10 Ski School/Day Care

⁴ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

1.16 **“Richardson Flats”** means all of UPCM’s property at the southeast corner of U.S. 40 and S.R. 248, more fully described and depicted on Exhibit D.

1.17 **“Transportation Hub”** means the terminus of a public and/or private transportation system that is located at a convenient location within the Mountain Village.

1.18 **“Unit Equivalent,”** with respect to commercial structures and multifamily and PUD structures, has the meaning set forth in the LMC.⁵ Each single family residential structure (excluding PUDs) approved by the City pursuant to this Agreement for construction within the Project shall have a Unit Equivalent of 1.00, regardless of the size or the location of the single family residential structure. Each commercial structure or portion thereof (as such may be determined in applicable MPD approvals) shall consume 1 Unit Equivalent for each 1000 square feet. Each multifamily and PUD residential structure shall consume 1 Unit Equivalent for each 2000 square feet.

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

2.1. DEVELOPER is hereby granted the equivalent of a Large Scale Master Planned Development (Large Scale MPD) for Flagstaff Mountain. This Large Scale MPD sets forth maximum densities, location of densities and DEVELOPER-offered amenities and is subject to all normally-applicable City processes, and in addition thereto, such processes defined below, including DEVELOPER’s responsibility, prior to or concurrent with the Small Scale MPD process, to submit and ultimately to obtain (upon modification, if necessary) City approval, of satisfactory plans detailed below:

⁵ Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.

- 2.1.1. Mine/Soil Hazard Mitigation Plan--which plan shall include an inventory of all mine sites, potential sources of release of hazardous materials into the environment, and a plan and schedule for their remediation;
 - 2.1.2. Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Mountain Project;
 - 2.1.3. Specific Transit Plan;
 - 2.1.4. Parking Management Plan;
 - 2.1.5. Detailed Open Space Management Plan;
 - 2.1.6. Historic Preservation Plan;
 - 2.1.7. Emergency Response Plan, including DEVELOPER's commitments to provide infrastructure necessary to serve the Project and Bonanza Flats and phasing therefor;
 - 2.1.8. Trails Master Plan setting forth trail locations, specifications, phasing and timing of public easements;
 - 2.1.9. Private Road Access Limitation Procedures;
 - 2.1.10. Construction Phasing Plan—including construction milestones for project amenities, including Richardson Flats development;
 - 2.1.11. General Infrastructure and Public Improvements Design and Phasing Plan, which calls for the efficient extension of services, concentrating initial infrastructure development in the Mountain Village, and secondarily in the Northside Neighborhood. Such plan shall allow for the construction of a variety of housing types in each phase;
 - 2.1.12. Utilities Master Plan—including the timing, alignment and service strategy for water and sewer service, as well as storm water management throughout the Project and Bonanza Flats;
 - 2.1.13. Wildlife Management Plan; and
 - 2.1.14. Affordable Housing Plan, including phasing.
- 2.2. **Maximum Development Parameters--Flagstaff Mountain.** Flagstaff Mountain is composed of the Mountain Village, the Northside

Neighborhood; various ski related improvements, and the Silver Mine Adventure. Upon annexation, Flagstaff Mountain will be zoned as shown on the zoning map attached hereto as Exhibit P. The following maximum development parameters apply to Flagstaff Mountain:

2.2.1 Mountain Village: The Mountain Village is constrained as follows:

2.2.1.1 Small Scale MPD. Site specific volumetrics and configuration will be established in the Small Scale MPD process.

2.2.1.2. Maximum Development Area. In the Small Scale MPD process, the entire Mountain Village development shall be constrained within a total of 87 acres.

2.2.1.3. Maximum Density. The maximum density within the Mountain Village is 785 Unit Equivalents configured in no more than 550 dwelling units.⁶ Such density shall be configured as multi-family, hotel, or PUD units, provided the PUD units do not exceed 60. PUD units consume Unit Equivalents in the same respect as multifamily units. Additionally, the Mountain Village may contain up to 16 detached single family home sites.

2.2.1.4. Pedestrian Village. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B₁, and B₂) within the Mountain Village must be linked by transit.

2.2.1.5. Commercial. The Mountain Village may additionally include up to 75,000-sq. ft. of Resort Support Commercial uses, which shall include Neighborhood

⁶ Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent. In the case of the Montage, the 192 Montage hotel rooms shall count as Unit Equivalents at the rate of 1 Unit Equivalent per 2,000 square feet of hotel rooms, but such hotel rooms shall not have kitchens and shall not count as dwelling units.

Convenience Commercial uses for residents and visitors such as groceries and sundries.

2.2.1.6. **Mine Site Reclamation.** To the greatest extent possible, DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall reclaim⁷ all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

2.2.1.7. **Public Trails.** DEVELOPER shall construct and dedicate public trails designated on an accepted Trails Master Plan. Many trails will be constructed on land ultimately owned by DEER VALLEY. In those areas, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for public trail use. Such rules may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.2.1.8. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER and/or DEER VALLEY shall execute for the benefit of the City perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which, at a minimum, shall prevent the construction thereon of residential, commercial and retail structures but shall provide for ski-related uses consistent with paragraph 2.5 herein.

2.2.1.9. **Parking.** Each Small Scale MPD submittal shall include a parking management plan with respect to the portion of the property covered by such Small Scale MPD submittal.

⁷ Reclamation shall include, at a minimum, revegetation of exposed areas.

The goal of the plan is to design the Mountain Village in such a way as to reduce parking demand by 25%. DEVELOPER shall plan and encourage within the Mountain Village portion of the Project programs such as parking management, paid parking for commercial uses, shuttles and other programs designed to reduce the demand for private vehicles and parking. DEVELOPER shall provide for shared parking in all commercial, short-term residential and mixed-use buildings. Assigned or reserved spaces within commercial, short-term residential and mixed-use buildings are prohibited except that in the case of the Montage, one parking space may be assigned for each dwelling unit (excluding the 192 hotel rooms). The majority of the required parking areas will be fully enclosed and/or constructed underground.

2.3 **Prospect Ridge.** DEVELOPER considers the Prospect Ridge area depicted in Exhibit K to be a critical viewshed area for Old Town.

2.3.1 **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER shall construct and dedicate to the City public trails designated within the Prospect Ridge area.

2.3.2 **Deed Restricted Open Space.** Within 30 days of issuance of the first Small Scale MPD, DEVELOPER shall cause to be recorded a document, approved by the City, which shall impose perpetual covenants and use restrictions for that portion of Prospect Ridge depicted as "Recreation Open Space Dedication" on Exhibit K, which shall prevent the construction thereon of residential, commercial and/or retail structures, ski lifts, and developed alpine ski runs.

2.4. **Northside Neighborhood.** The Northside Neighborhood is composed of property owned by five separate Northside Neighborhood Property Owners and, upon their written acceptance of the terms of this Agreement,



March 15, 2007

The DV Luxury Resort LLC
136 Heber Avenue, Suite 204
Park City UT 84060

Sent via email

NOTICE OF PLANNING COMMISSION ACTION

<u>Project Name</u>	Pod B-2, Empire Pass
<u>Project Description</u>	Master Planned Development
<u>Date of Meeting</u>	March 14, 2007

Action Taken By Planning Commission: The Planning Commission APPROVED the proposed Empire Pass B-2 Master Planned Development based on the following:

Analysis

All Master Planned Developments shall contain the following minimum requirements in accordance with Section 15-6-5 of the Land Management Code.

*(A) **DENSITY.** The type of Development, number of units and Density permitted on a given Site will be determined as a result of a Site Suitability Analysis and shall not exceed the maximum Density in the zone, except as otherwise provided in this section. The Site shall be looked at in its entirety and the Density located in the most appropriate locations.*

Complies

During the Olympic break in 2002, a subcommittee consisting of the applicant's design team, staff, and Commissioners Chris Larson, Bruce Erickson, and Michael O'Hara focused on a review of the preliminary road layout for the mountain village (Pods A, B-1, and B-2) and a building height analysis for the project build-out using the base RD-zone 33-foot height limit. These items were reviewed at a work session and a public hearing on March 27, 2002. No public comment was received. The Commission concluded that:

The base RD-zone height analysis demonstrates that the maximum project densities set forth in Ord. 99-30 could potentially be constructed within the approved

development pods without the necessity of a height increase above the 33-foot RD zone height limit; and

Building height increases for specific multi-family/resort-related buildings may be considered based on site-specific reviews and compliance with the standards set forth in the Master Planned Development section of the Land Management Code (LMC).

The additional 80 Unit Equivalents proposed for B-2 can be absorbed within the Empire Pass project in Code compliant 33-foot height buildings as shown on Exhibit A. The total number of units approved with this MPD are 192 hotel rooms using 69.6 Unit Equivalents (UEs) and 94 hotel condominiums (114 UEs) in the west side and 81 condominiums (81 UEs) on the east side.

(B) MAXIMUM ALLOWED BUILDING FOOTPRINT FOR MASTER PLANNED DEVELOPMENTS WITHIN THE HR-1 DISTRICT. (Not applicable)

(C) 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.*

Complies

The annexed area of Flagstaff Mountain was granted a large-scale MPD at the time of annexation with specific development pods. The Planning Commission and staff have consistently maintained that the setback requirement is fulfilled at the annexation boundary and does not need to be met within the defined development pods.

(D) OPEN SPACE. *All Master Planned Developments shall contain a minimum of sixty percent (60%) open space.*

Complies

As with the setback requirement in (C) above, the annexation area contains more than the minimum 60% requirement. The development of the Village (pods A, B-1 and B-2) is limited to 87 acres, as amended, within the original 1550 acres or 5% of the land area.

(E) OFF-STREET PARKING. *The number of Off-Street Parking Spaces in each Master Planned Development shall not be less than the requirements of this Code, except that the Planning Commission may increase or decrease the required number of Off-Street Parking Spaces based upon a parking analysis submitted by the Applicant at the time of MPD submittal.*

Complies

The Flagstaff Development Agreement stipulates that parking will be reduced by 25% below the Code requirements. The parking plan submitted meets this requirement and exceeds it. Based on the proposed residential unit sizes, hotel rooms and commercial spaces, the parking at B-2 West (west of the Empire Day Lodge, the site for the Montage Hotel) would require 742 spaces, reduced 25% to

561. The applicant is proposing a further reduction at B2 West to 530 stalls because valet parking will be mandatory for guests. The valet parking will be in a tandem configuration. The Planning Commission will need to make a finding that tandem parking for 192 spaces is acceptable with a valet program. Parking at B-2 East (east of the Empire Day Lodge and site of 81 condominiums and two employee housing units) would require by Code 165 spaces plus the 75 for the Empire Day Lodge. The 165 would be reduced 25% to 124 spaces. Each of the residential condominium units will be allowed to have one space assigned to the unit.

*(F) **BUILDING HEIGHT.** The height requirements of the Zoning Districts in which an MPD is located shall apply except that the Planning Commission may consider an increase in height based upon a Site specific analysis and determination. The Applicant will be required to request a Site specific determination and shall bear the burden of proof to the Planning Commission that the necessary findings can be made. In order to grant Building height in addition to that which is allowed in the underlying zone, the Planning Commission is required to make the following findings:*

(1) The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone required Building Height and Density, including requirements for facade variation and design, but rather provides desired architectural variation;

Complies

Please refer to section (A) Density above for discussion on the density built at the 33-foot zone height. Exhibit B is the applicant's narrative on each of the criteria for additional height. Square footage is governed by the Development Agreement, as amended. Code requirements for façade and roof variation will apply. The applicant is requesting a maximum building height of 114 feet above the USGS datum at the entry to the Montage and a maximum building height of 82 feet for the east side condominiums. As each of these sites have been or will be heavily disturbed for the mine soils mitigation, no "natural grade" can be established.

(2) Buildings have been positioned to minimize visual impacts on adjacent Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss or air circulation have been mitigated to the extent possible as defined by the Planning Commission;

Complies

The only existing structure is the Empire Day Lodge. The lodge is situated between the Montage Hotel to the west and the additional residential condominiums to the east. Neither of the proposed buildings will have an effect on the solar access to the day lodge. The major controlling factor in B2 is the ridgelines to the east, south, and west. Proposed are greater setbacks from the buildings to the day lodge than would be allowed by the LMC thereby allowing greater air flow through the project area.

(3) There is adequate landscaping and buffering from adjacent Properties and Uses. Increased Setbacks and separations from adjacent projects are being proposed;

Complies

The Montage hotel to the west of the day lodge is approximately 170 feet away; the condominium buildings to the east are approximately 70 away from the day lodge. The RD zone requirement is 12 feet for side yard setbacks. The conceptual landscape plan has significant landscaping between these buildings.

(4) The additional Building Height has resulted in more than the minimum open space required and has resulted in the open space being more usable;

Complies

The Flagstaff Annexation clustered the development of the project into several development pods, leaving 88% of the area as open space. Most of this open space is used for ski terrain, other recreation, and wildlife habitat.

(5) MPD's which include the additional height shall be designed in a manner so as to provide a transition in roof elements in compliance with Chapter 9 Architectural Guidelines or Historic District Design Guidelines if within the Historic District; and

Complies

The applicant has provided conceptual renderings and detailed volumetrics for the Montage hotel and east side condominiums. The roof elements are substantially stepped and provide architectural interest.

(6) Structures within the HR-1 District which meets the standards of development on Steep Slopes, may petition the Commission for additional height per criteria found in Section 15-2.2-6.

This section is not applicable.

If and when the Planning Commission grants additional height due to a Site specific analysis and determination, that additional height shall only apply to the specific plans being reviewed and approved at the time. Additional Building Height for a specific project will not necessarily be considered for a different, or modified, project on the same Site.

(G) SITE PLANNING. *An MPD shall be designed to take into consideration the characteristics of the Site upon which it is proposed to be placed. The project should be designed to fit the Site, not the Site modified to fit the project. The following shall be addressed in the Site planning for an MPD:*

(1) Units should be clustered on the most developable and least visually sensitive portions of the Site with common open space separating the clusters. The open space corridors should be designed so that existing Significant Vegetation can be maintained on the Site.

Complies

The Montage hotel on the west side is placed within a heavily disturbed site. The east side condos are sited over the existing sales office and East-West development office. This area has significant regulated soils that are required to be removed and would necessitate the removal of the aspens in this area. There is significant space

between the Montage and the Empire Lodge and the Lodge and the condo buildings to the east. These gaps provide visual corridors to the ridgeline behind.

(2) Projects shall be designed to minimize Grading and the need for large retaining Structures.

Complies

Significant excavation will be required; however, the buildings will fill the excavated areas with underground parking and service facilities. There are several retaining structures and a bridge into the entry court to the Montage. Generally, the buildings step with the site without the need of large or numerous retaining structures. The outdoor amenities to the buildings will flow at grade into the existing landscape. The ski run around the east and north side of the Hotel will require substantial grading; however, this is already a disturbed site from previous mining and remediation activities.

(3) Roads, utility lines, and Buildings should be designed to work with the Existing Grade. Cuts and fills should be minimized.

Complies

Minimal road work is required. An access road to the Montage is proposed to intersect State Route 224 just before the traffic circle. A bridge will span the drainage gully in this area. The buildings will step with the grade requiring minimal walls and cut/fill slopes.

(4) Existing trails should be incorporated into the open space elements of the project and should be maintained in their existing location whenever possible. Trail easements for existing trails may be required. Construction of new trails will be required consistent with the Park City Trails Master Plan.

Complies

The Mid-Mountain trail loops behind (south) of the project site. Although not a specifically identified trail on the Mountain Trails Foundation 2006 Trail Map, the emergency access road up Empire Canyon from the top of Daly Avenue is used by hikers and bikers. The site plan shows a proposed ski trail to the future pod Z lift in the area as well.

(5) Adequate internal vehicular and pedestrian/bicycle circulation should be provided. Pedestrian/ bicycle circulations shall be separated from vehicular circulation and may serve to provide residents the opportunity to travel safely from an individual unit to another unit and to the boundaries of the Property or public trail system. Private internal Streets may be considered for Condominium projects if they meet the minimum emergency and safety requirements.

Complies

No new streets are being created except for the short access road into the project site.

(6) The Site plan shall include adequate Areas for snow removal and snow storage. The landscape plan shall allow for snow storage Areas. Structures shall be set back

from any hard surfaces so as to provide adequate Areas to remove and store snow. The assumption is that snow should be able to be stored on Site and not removed to an Off-Site location.

Complies

There are minimal hard surfaces as all parking is underground. The hard surfaces proposed (entry drives, porte cochere, and patios) will be heated eliminating the need for snow storage.

(7) It is important to plan for refuse storage and collection and recycling facilities. The Site plan shall include adequate Areas for dumpsters and recycling containers. These facilities shall be Screened or enclosed. Pedestrian Access shall be provided to the refuse/recycling facilities from within the MPD for the convenience of residents and guests.

Complies

All refuse storage facilities will be underground in the garages of the buildings. Hotel staff will handle refuse and recycling collection.

(8) The Site planning for an MPD should include transportation amenities including drop-off Areas for van and shuttle service, and a bus stop, if applicable.

Complies

The Flagstaff Mountain annexation included 15 Technical Reports, one of which is the Transit Plan. The Transit Plan has been amended and updated with the inclusion of the Montage. The Montage project has additional transportation elements for guests and employees as found in the November 27, 2006 Technical Memorandum submitted by Fehrs and Peers, Transportation Consultants, on behalf of the developer.. Both the east and west phases will have drop-off/pick-up areas outside of the circulation pattern for the garages.

(9) Service and delivery Access and loading/unloading Areas must be included in the Site plan. The service and delivery should be kept separate from pedestrian Areas.

Complies

Service and delivery, particularly for the Montage hotel, are located within the garage level. The garage door and loading areas can accommodate a semi-truck.

*(H) **LANDSCAPE AND STREETSCAPE.** To the extent possible, existing Significant Vegetation shall be maintained on Site and protected during construction. 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. Lighting must meet the requirements of LMC Chapter 15-5, Architectural Review.*

Complies

Minimal vegetation currently exists due to the mining activities associated with the site. Landscaping will be accomplished using native and other appropriate drought-

tolerant plant materials in accordance with the Flagstaff Design Guidelines. A small formal lawn area is proposed on the south side of the Montage. Irrigation will be principally by drip.

*(I) **SENSITIVE LANDS COMPLIANCE.** All MPD Applications containing any Area within the Sensitive Areas Overlay Zone will be required to conduct a Sensitive Lands Analysis and conforms to the Sensitive Lands Provisions, as described in LMC Section 15-2.21.*

Complies

The Flagstaff Annexation is not included in the Sensitive Lands Overlay. However, there is one locally rare native plant that has been identified by the Utah Native Plant Society. The applicant has been in contact with the UNPS to identify the location of the plant colony and to take steps to preserve it. The plant is not located within the development area.

*(J) **EMPLOYEE/AFFORDABLE HOUSING.** MPD Applications shall include a housing mitigation plan which must address employee Affordable Housing as required by the adopted housing resolution in effect at the time of Application.*

Complies

Additional employee/affordable housing is required with the increased 80 Unit Equivalents. The mitigation rate in the original Development Agreement would increase the housing requirement by 5.7 Affordable Employee Units (AEUs). In accordance with the Development Agreement, 25% of the required housing must be on-mountain. The Montage is programming 10 units on-site which include the 5.7 and additional AEUs for the rest of Empire Pass.

*(K) **CHILD CARE.** A Site designated and planned for a Child Care Center may be required for all new single and multi-family housing projects if the Planning Commission determines that the project will create additional demands for Child Care.*

Complies

Staff does not recommend that a Child Care Center be provided on-site. Limited permanent Child Care demands will be generated by the hotel and condominiums.

Approval: The Planning Commission based their decision on the Analysis, above, and the following:

Findings of Fact

1. The Master Planned Development (MPD) is for Pod B-2 of the Flagstaff Mountain Resort Annexation area, now known as Empire Pass.
2. The MPD is located in the RD-MPD zoning district.
3. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. 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.

4. The City Council approved an amendment to the Development Agreement on February 1, 2007, that increased the allowable density by 80 Unit Equivalents, 192 hotel rooms (included in the 80 UEs) and the allowable units by 77.5, to be located in the B-2 MPD.
5. Concurrent with this application and approval, the Planning Commission approved the Conditional Use Permit for Phase I of this MPD on March 14, 2007. Phase I is the Montage Hotel to be located on the west side of the Empire Day Lodge (B-2 West).
6. Concurrent with this application, the Planning Commission forwards a positive recommendation to the City Council for the amended Pod B-2 Empire Village Subdivision.
7. The total number of units approved with this MPD are 192 hotel rooms using 69.6 Unit Equivalents (UEs) and 94 hotel condominiums (114 UEs) in the west side of the Empire Day Lodge (B-2 West) and 81 condominiums (81 UEs) on the east side of the Empire Day Lodge (B-2 East). In addition, there is 35,000 square feet of spa space, 28,059 square feet of bar/restaurant/retail space and approximately 15,000 square feet of meeting/conference space and lounge areas.
8. The maximum Building Height in the RD District is 28 feet (33 feet with a pitched roof). A height exception to 114 feet above a benchmarked grade (USGS 8346') is requested.
9. The volumetrics as shown in the exhibits dated April 24, 2006, and reviewed by the Planning Commission provide the façade shifts and roof shifts necessary to create architectural interest and break the building into smaller components.
10. The setbacks within the RD zone are twenty feet (20') in the front (25 feet to front facing garage), fifteen feet (15') to the rear and twelve feet (12') on the side. Setbacks are the minimum distance between the closest of the following: property line, platted street, or existing curb or edge of street.
11. The elevation and climate of Flagstaff creates a harsh environment for utilities and their maintenance.
12. The Development Agreement requires the Master Developer to provide water source capacity.
13. The Flagstaff Mountain Resort Development Agreement, as amended, requires reclamation of mine hazards.
14. The **Analysis** section of this staff report is incorporated herein.

Conclusion 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.
13. The MPD, as conditioned, is consistent with the approved Flagstaff Mountain Resort Development Agreement, as amended.

Conditions of Approval:

1. The building plans and volumetrics for the project shall meet substantial compliance with the drawings dated April 24, 2006, and as reviewed by the Planning Commission.
2. A height exception for the Montage to 114 feet above a benchmarked grade (USGS 8346') is granted with the Master Plan. A height exception for the east side condominiums to 82 feet above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum point) is granted with the Master Plan. Datum points are indicated on the site plans reviewed by the Planning Commission.
3. City Engineer approval of a utility and infrastructure plan is a condition precedent to the issuance of any building permits within the B-2 Master Planned Development area. The utility plan may include temporary utilities that must be removed (not just abandoned) upon completion of permanent utilities.
4. All regulated soils will be removed from the site and transported via SR 224 and SR 248 to the engineered repository at Richardson Flats. A specific hauling plan, similar to the previous soils hauling operation, must be approved by the Chief Building Official and will incorporate safety inspections, daily reports, and coordination between the City Police and Utah Highway Patrol.
5. Prior to issuance of any building permits for that unit or building which causes overall water consumption at Empire Pass to exceed 150 gallons per minute (approximately 75 units), the Master Developer shall have provided adequate water source capacity satisfactory to the City Attorney and Public Works Director.
6. A revised Mine Soils Hazard Remediation Technical Report (Exhibit 1 of the Technical Reports) shall be submitted to the Chief Building Official. Approval of the revised plan shall have been made by the Building Official prior to any building permit being issued. Prior to vertical construction of the project, UPCM

shall provide acknowledgement from the State of compliance with State mining regulations regarding operation, reclamation, surety, and post-mining land use permit requirements.

7. A revised Emergency Response Plan (Exhibit 7 of the Technical Reports) shall be submitted to the Chief Building Official. Approval of the revised plan shall have been made by the Building Official prior to any 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 Montage.
8. The revised Transit Plan dated November 27, 2006, as submitted by Fehr and Peers, Transportation Consultants, on behalf of the applicant will be implemented at Certificate of Occupancy for the Montage Hotel.
9. The \$1.8 million bond for the Richardson Flats Park and Ride, in a form approved by the City Attorney, shall be posted prior to any building permit issuance.
10. The 30 acres at Richardson Flats for the Park and Ride and future recreation facilities will be dedicated to the City (unless the City agrees to a lease), in a form approved by the City Attorney, prior to building permit issuance.
11. The additional 20 Employee Housing Units will begin construction within 24 months from the effective date of the amended Development Agreement (March 2, 2007) or post a financial guarantee in a form acceptable to the City Attorney equal to 10 percent of the estimated construction costs of the additional Affordable Units.

Sincerely,

Brooks T. Robinson
Principal Planner

Planning Commission Staff Report

Author: Brooks T. Robinson
Subject: Village at Empire Pass,
Master Planned Development
Date: July 28, 2004
Type of Item: Administrative

Note
changes

PARK CITY

1884

**PLANNING
DEPARTMENT**

Summary Recommendations:

The Planning Department recommends the Planning Commission re-open the public hearing and take public comment. Staff has prepared Findings of Fact, Conclusions of Law and Conditions of Approval.

Topic

Applicant

Location

Zoning

Adjacent Land Uses

United Park City Mines / Talisker Corp.

Village at Empire Pass (formerly known as Flagstaff Mountain Resort)

Residential Development (RD) as part of the Flagstaff Master Planned Development (MPD)

Deer Valley Resort ski terrain, State Route 224

Background

On June 24, 1999, Council adopted Ordinance 99-30 approving the annexation and development agreement for the 1,655 acre Flagstaff Mountain area. Ordinance 99-30 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 and amenities for each parcel.

The Development Agreement specifies that only 147 acres of the 1,655 acre annexation may be developed. The remainder of the annexation area is to be retained as passive and recreational open space.

Prior to construction, the applicant must receive site-specific MPD and final plat approval from the City. The Planning Commission takes action on MPD applications and forwards a recommendation to Council on subdivision plats.

Ordinance 99-30 also required that the applicant submit 14 specific technical reports for review and approval by the City. The 14 studies, along with the Land Management Code and the Development Agreement (99-30) form the standards under which the subject MPD and preliminary/final plat will be reviewed.

During the Olympic break a subcommittee consisting of the applicant's design team, staff, and Commissioners Chris Larson, Bruce Erickson, and Michael O'Hara focused on a review of the preliminary road layout for the mountain village (Pods A, B-1, and B-2) and a building height analysis for the project build-out using the base RD-zone 33 foot height limit. These items were reviewed at a work session and a public hearing on March 27, 2002. No public comment was received. The Commission concluded that:

1. The base RD-zone height analysis demonstrates that the maximum project densities set forth in Ord. 99-30 could potentially be constructed within the approved development pods without the necessity of a height increase above the 33-foot RD zone height limit; and
2. Building height increases for specific multi-family/resort-related buildings may be considered based on site-specific reviews and compliance with the standards set forth in the Master Planned Development section of the Land Management Code (LMC).

Proposal

The applicant seeks Master Planned Development (MPD) approval for the Mountain Village (Pods A, B-1, and B-2), now called the Village at Empire Pass. Pod B-1 was previously approved in May 2002. B-2 is not far enough along in the planning process to have a clear idea of that part of the development. However, residual units and unit equivalents remain for a future B-2 MPD.

The Development Agreement constrains the mixed-use development in the Mountain Village area (Pods A, B-1, and B-2) to:

- The Mountain Village is to be contained within 84 acres.
- No more than 705 Unit Equivalents (2,000 square feet each) in no more than 470 residential units (including not more than 60 PUD-style units) and no more than 16 single-family home sites.
- 65% of the residential units (306) must be within Pod A.
- No more than 75,000 square feet of resort support commercial.
- A maximum 35,000 square foot day skier lodge in Pod B-2 with no public road access, no day skier parking, and limited parking to meet service and administrative requirements.

On May 22, 2002, the Planning Commission approved an MPD and final plats for portions of the Mountain Village including:

Lot	Unit Equivalents	Actual Units	Acres
Ten single family homes	Does not count towards 705 total		6.40 acres in Pod B-1

A: Empire Day Lodge	None currently. Commercial activities outside of Day Skier use may require use of Commercial UEs.		1.33 acres in Pod B-2
B: PUD-style homes	27 UEs	18	16.99 acres in Pod B-1
C: Ironwood Townhomes	37.5 UEs	25	3.63 acres in Pod B-1
D: Building H	33 UEs plus 1UE Support Commercial	22	1.34 acres in Pod A
Larkspur Townhomes (currently approved is a tri-plex and a duplex)	7.1 UEs or 14,052 sf	5	Pod A
Paintbrush PUD-style SFD	18.1 UEs or 36,139 sf	7	Pod A
TOTAL: 77 units (10 SFD homes do not count towards total)	<u>123.7</u>	77 -	28.35 acres outside of Pod A

Proposed Pod A Village (excludes Building H which is in Pod A; includes already approved Paintbrush and Larkspur units)

Lot	Unit Equivalents	Actual Units	Units as PUDs	Single Family
Buildings 1-9	225.6 UEs	217 Units		
PUD-style	85.4	30	30	
Townhomes	64	51	8	
Banner SFD				6
Total	375	298	38	6

Analysis

Master Planned Development Review

Staff has performed a final review of the proposed Master Planned Development per the Land Management Code Section 15-6-5: Master Planned Developments-MPD Requirements.

Length of Approval

Construction of the approved MPD will be required to commence within two (2) years of the approval date. After construction commences, the MPD remains valid as long as it is consistent with the approved MPD and any phasing plan.

MPD Modifications

Substantive changes to the MPD require a subsequent Planning Commission review and approval of the MPD and Development Agreement.

Site Specific Approvals

Conditional use permit approval including a specific density (square foot) allocation will be required prior to the construction of the PUD-style single-family units and the multi-family units. No conditional use permit is required for the proposed 6 single-family lots. Approval and recordation of the subdivision plat, as well as City Engineer approval of all public improvements is necessary prior to construction of the proposed subdivision.

Density

With the current approvals noted above, Pod A and the development parcel of Pod B-2 outside of the Empire Day Lodge is limited to 55.65 acres, 393 residential units and 563.3 Unit Equivalents. ^{(includes 18 PUDs in Lot B) Pod B-2} Pod A has 34 units (9 PUDs, 3 townhomes, and 22 condo-lodge units in Building H) already approved of the 306 residential units that are required to be in Pod A. Proposed for Pod A is 321.5 Units, which includes the 34 units, leaving up to 105.5 units unallotted. In addition, the remaining 6 single-family lots of the 16 allowed in the Village are proposed in Pod A.

Marsac Claim/Mayflower

Please refer to the July 14, 2004 report for discussion on the Marsac Claim and Mayflower holdings. The Court issued a ruling in the partition case between Mayflower and Unite Park. Staff will update the Commission as necessary, but it does not impact this application or approval.

Pod B-1

The density table allocates 90,000 square feet or 45 Unit Equivalents to Lot C. The previous MPD approval for these 18 PUD-style homes allocated 27 UEs to this lot, with each unit being up to 5,000 square feet. The footprints and sections that were reviewed by the Planning Commission were concepts of 5,000 square foot units. An amendment to the MPD will be required to adjust this number, however the density table recognizes that up to 90,000 square feet may be assigned to Lot C. ~~B~~

Pod B-2

The developer is unsure what this last development piece may look like. Several alternatives were presented in the Planning Commission binder. An MPD will be required when a UPK has a better idea of how this pod will develop. This MPD approval only applies to Pod A.

Setbacks

The LMC requires a minimum 25-foot setback around the exterior boundary of a master planned development. The proposed Village MPD complies with this standard. Within the Village, the Planning Commission may reduce the RD zone setbacks. Exhibit 10 (Setback Exhibit) shows potential areas for setback reductions based on the conceptual site plans. Specific setbacks will be considered during the Conditional Use Permit process.

Open Space

The Development Agreement limits the overall development to 147 acres out of the 1,655-acre project area. The 88% open space provision exceeds the normal 60% open space requirement set forth in the LMC. Within each of the pods, Conservation Easements will be placed on several lots to restrict development on platted lots. Staff finds that this restriction is consistent with the development acreage restriction and will not count the Conservation Easement areas as part of the development acreage.

Off-Street Parking

The Parking and Transit Management Plans (adopted by the Planning Commission on October 24, 2001) establish specific parking requirements for the project area that include a 25% parking reduction from the normal LMC requirements for multi-family and commercial units. Parking for all single-family and PUD-style single-family units will meet or exceed the two-space/unit requirement. Specific parking requirements for the multi-family units and any commercial area will be subject to more specific analysis during the subsequent conditional use permit review process.

Building Height

The single-family (both PUD and non-PUD) and townhouse units will be constructed pursuant to the 33' RD-zone height limitation. Height exceptions are being requested for the nine stacked-flat condo-lodges including the Empire (Alpine) Club. The applicant's request and discussion of the four required findings for additional height are discussed in the Volumetrics Analysis section of the application binder. The Planning Commission gave a final review of the Visual Analysis and building heights at the July 14, 2004 hearing and preliminarily determined the proposed heights comply with these criteria.

The LMC grants the Planning Commission the authority to allow additional building height based upon site-specific analysis provided the Commission can make the following four findings. The findings are listed below with Staff comments.

1. The increase in building height does not result in an increase in square footage or building volume over what could be allowed under the zone-required building height and density, including requirements for facade variation and design, but rather provides desired architectural variation.

Complies. In January 2002, a Planning Commission subcommittee and staff met with the applicant over the course of several meetings to review a base zone height analysis of the Flagstaff Mountain Resort (now Empire Pass) project. The

analysis was conducted to determine whether or not the density authorized in Development Agreement and Large-Scale MPD could be designed to meet the RD District 33-foot building height limits. Based on this analysis, it was determined that the Mountain Village area (Pods A, B-1, and B-2) could be designed utilizing 2-3 story, relatively-flat roof structures (4:12 roofs) and meet all necessary LMC height, setback, and facade shift requirements without the necessity of height exceptions. The result of such a design approach to the Mountain Village would be significantly greater site disturbance and loss of significant areas of vegetation. At the March 27, 2002 meeting, the Planning Commission reviewed the analysis and concluded that additional building height could be considered for multi-unit dwellings provided that proposal was consistent with the LMC.

Consistent with the base zone height analysis previously reviewed by Staff and the Planning Commission, the proposed buildings 1-9 volumetrics result in a unit count and overall square footage consistent with the density assigned to the Mountain Village area pursuant to the Development Agreement and Large-Scale MPD approval. Therefore, there is no increase in density or square footage as a result of the height increase. The additional height is also offset by increased setbacks that offer opportunities for greater landscape buffers to be established. The proposed roof design, including pitched roofs that step with grade, are consistent with LMC Architectural Design Guidelines, suggestive of pitched/sloping roofs found on historic mine structures originally located in the area, provide increased vertical breaks in the building mass, and increased architectural interest beyond that provided by a relatively flat roof building.

2. Buildings have been positioned to minimize visual impacts on adjacent structures. Potential problems on neighboring properties caused by shadows, loss of solar access, and loss of air circulation, have been mitigated to the extent possible as defined by the Planning Commission.

Complies. No structures currently exist on the neighboring properties. Townhouses and Single Family/PUD-style units are proposed to the south, east and west of the nine building core. The conceptual site plan is designed to orient the multi-family units to the central ski run and to mountain views to the west and east.

3. There is adequate landscaping and buffering from adjacent properties and uses. Increased setbacks and separations from adjacent projects are being proposed.

Complies. The proposed building exceeds the RD District setback requirements. The setback requirements of the RD District are 20 feet for front yards, 15 feet for rear yards, and 12 feet for side yards. The proposed setbacks are 25-55 feet for the front yard setback, 15-25 feet for the rear setback, and 15-30 feet for the side yard setback. Staff finds that sufficient building separation between each

structure is provided. A specific landscaping/buffer plan will be required as part of the conditional use permit review for each of the nine buildings.

4. The additional building height has resulted in more than minimum open space required and has resulted in the open space being more usable.

Complies. The Mountain Village design clusters the majority of the Empire Pass density into Pods A, B-1, and B-2 in exchange for larger areas of project open space. The LMC requirement for MPD open space is 60%. Approximately 88% open space is provided pursuant to the Development Agreement. The bulk of the project open space is utilized for passive recreation areas, trails, ski terrain and improvements, wildlife areas, and sensitive terrain preservation.

In addition to the criteria outlined above, the Planning Commission subcommittee identified several vantage points during the Olympic break that are to be used during MPD and subsequent PUD reviews. The vantage points include views from King Road, two points from Stein Eriksen Lodge, the Marsac Building, Guardsman Road/Guardsman Road Connection intersection, the Daly West head frame, and American Flag Subdivision. A visual analysis of the Village from these vantage points has been included with this report as an attachment. As demonstrated by the visual analysis, the nine buildings are partially visible from the subcommittee's vantage points, but are mitigated by the current and potential tree canopy and the backdrop of the mountains behind. The buildings do not break any significant ridgelines.

Site Planning

The nine site planning criteria outlined in the LMC are intended to promote overall design that incorporates the development into the site's natural characteristics. Generally, the location of the proposed development parcels is consistent with the development pods approved as part of Development Agreement and Large-Scale MPD which clustered the development onto less-steep terrain and in the least visually sensitive areas. The open space areas designated in the Development Agreement are respected with this plan.

Roads

The roadway system has been reviewed by staff and is much preferable to the previous configurations. Three roads plus a frontage road on the north end townhouses serve Pod A. The previous configuration had dead-end cul de sacs serving the interior larger buildings. The present configuration allows for greater tree buffer along Marsac Avenue and reduced grading. However, a cul de sac in excess of 650 feet is created in the southwest quadrant. This is in conflict with the general policy and subdivision code of the City to limit the length of dead-end roads. The Chief Fire Marshall finds the plan to comply with the necessary standards for fire access and safety. The end of the cul de sac continues as an emergency access point as part of the Emergency Response Plan. The Commission reviewed this issue at the work session of April 14, 2004 and was

accepting of the Fire Marshall's recommendation. Approval of the proposed cul de sac will require a specific finding of the Planning Commission.

Trails

Existing and new trails are accommodated with the proposed plan. All "back-country" work is to be coordinated with the Mountain Trails Foundation. The proposed trail work is consistent with the Trails Master Plan adopted by the Planning Commission on October 24, 2001.

Overall pedestrian circulation is outlined in the applicant's packet. The internal pedestrian paths are intended to keep users off the roads as much as possible and to link the Empire Club with the outlying areas. There may be instances, particularly at the north and south ends, where sidewalks along the streets would be required in order to meet the subdivision regulations. The Planning Commission discussed this issue on April 14, 2004 and agreed to waive this requirement. Snow storage, landscaping, recycling, delivery access, and ADA access for multi-family units will also be analyzed during the subsequent conditional use permit process.

Landscape and Streetscape

Landscaping, streetscape, and lighting will be reviewed for the multi-family and PUD-style single-family lots during the subsequent conditional use permit process. The applicant will need to clarify the amount and type of street lighting proposed along the residential streets. The lighting must comply with the City Engineer's specifications, the Municipal Lighting Code, and the Design Guidelines adopted by the Planning Commission on October 24, 2001. All streetlights will be privately maintained. Staff has added a Condition of Approval that each CUP application include a preliminary landscape plan with water-efficient irrigation systems.

Sensitive Lands Compliance

The Sensitive Lands (overlay) Zone did not specifically apply to the Empire Pass Large-Scale MPD and annexation; however, the locations of the development pods are based on Sensitive Lands principles.

Employee/Affordable Housing

Pursuant to the Flagstaff Mountain Resort Employee/Affordable Housing Plan, 15 employee/affordable housing units are required to be constructed or in-lieu fees paid with the Certificate of Occupancy of 150 Unit Equivalents. Review of the employee housing units and specific conditions of approval will take place during the conditional use permit review process.

Recommendation: The Planning Department recommends the Planning Commission re-open the public hearing and take public comment. Staff has prepared Findings of Fact, Conclusions of Law and Conditions of Approval for the Village at Empire Pass as follows:

Findings of Fact

1. The Village at Empire Pass (Mountain Village) Master Planned Development is located in the RD-MPD and ROS-MPD Districts.
2. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. 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.
3. The Flagstaff Mountain Annexation is approximately 1,655 acres. Mixed-used development is limited to approximately 147 acres in four (4) development areas identified as Pods A, B-1, B-2, and D. The remainder of the annexation area is to be retained as passive and/or recreational open space.
4. The Development Agreement limits development in Pods A, B-1, B-2 to:
 - No more than 705 Unit Equivalents in no more than 470 residential units (including not more than 60 PUD-style units) and no more than 16 single-family home sites.
 - no more than 75,000 square feet of resort support commercial; and
 - a maximum 35,000 square foot day skier lodge in Pod B-2.
5. The Development Agreement required City review and approval of fourteen (14) technical reports/studies. The reports include details on the following information:
 - Mine/Soil Hazard Mitigation
 - Architectural Design Guidelines
 - Transit
 - Parking
 - Open Space Management
 - Historic Preservation
 - Emergency Response
 - Trails
 - Private Road Access Limitations
 - Construction Phasing
 - Infrastructure and Public Improvement Design
 - Utilities
 - Wildlife Management
 - Affordable Housing
6. The Planning Commission completed the review and approval process for the technical reports/studies on December 12, 2001.

7. This Master Plan for Pod A consists of a total of 321.5 units and 435.6 Unit Equivalents, including the previously approved Paintbrush, Larkspur, and Building H; the Transit Hub, ski lift and ski trails, and the location of the Alpine Club.
8. Over 65% of the residential units (minimum 306) are within Pod A and within walking distance of the Transit Hub as required by the Development Agreement.
9. The 14 technical reports/studies, along with the Land Management Code and the Development Agreement (99-30) form the standards which the subject Master Planned Development and Phase 1 preliminary/final plat are reviewed.
10. The applicant has provided supplemental materials including Master Plan Development Project Description (dated July 2004, Exhibit A), Supplemental Project Description and Conditions (dated July 5, 2004, Exhibit B) Volumetric Analysis (dated July 5, 2004, Exhibit D and E), Visual Analysis dated July 4, 2004 (Exhibit F), Architectural Character dated March 19, 2004 (Exhibit G), and Supplemental Plans including Building Height Diagram, Vegetative Buffer, Trails, and Construction Sequencing (Exhibit H), ^{and a Compliance Matrix w/ the Tech. Reports (Exhibit I)} Together with the Site Plans dated July 21, 2004 (Exhibit C), these Exhibits and this report comprise the Village at Empire Pass MPD. *incorporating the revisions of July 28*
11. The Village at Empire Pass MPD illustrates conceptual access and street layouts that have not been specifically approved by the City Engineer and City Fire Marshall. Final road layout will be subject to individual Subdivisions and Conditional Use Permits.
12. Conditional Use Permit approval is required prior to any development within the Village at Empire Pass MPD area.
13. The proposed Village at Empire Pass Master Planned Development includes a maximum density assignment and conceptual site design for Thirty (30) detached single-family PUD-style units utilizing 85.4 Unit Equivalents.
14. The proposed Village at Empire Pass Master Planned Development includes a maximum density assignment and conceptual site design for Fifty-One (51) Townhouse units utilizing 64 Unit Equivalents. Eight of these Townhouse units are in a duplex configuration and count towards the PUD limit of 60.
15. The proposed Village at Empire Pass Master Planned Development includes a conceptual site design for Six (6) single-family homes.
16. Conservation Easements are proposed within platted lots. These Conservation Easement areas will not count towards the development acreage.
17. The PUD-style cluster homes and the Townhomes are to be platted as condominiums and not as individual lots.

18. Utility lines and ski trails will be routed in existing clearings and common utility corridors to the greatest extent practical upon the City Engineer's approval.
19. The Emergency Response Plan has been reviewed by the Chief Fire Marshall and the Planning Commission in order to allow fire access and safety at the end of the over length cul de sac.
20. The Planning Commission may decrease setbacks within an MPD. Setback variance is shown on Sheet 10 of 10 of Exhibit A, dated June June 15, 2004.
21. The maximum Building Height in the RD District is 28 feet (33 feet with a pitched roof).
22. The Land Management Code, Section 15-6-5(E) allows the Planning Commission to consider increased building height based upon a site specific analysis and determination.
23. The applicant has requested additional building height for the structures proposed as Buildings 1-9, inclusive. The proposed building volumetrics are detailed on Exhibit D dated June 14, 2004.
24. The proposed increase in building height for Buildings 1-9 does not result in an increase in square footage or building volume over what could be allowed under the zone-required building height and density, including requirements for facade variation and design, but rather provides desired architectural variation.
25. Proposed Buildings 1-9 has been positioned to minimize visual impacts on adjacent structures. Potential problems on neighboring properties caused by shadows, loss of solar access, and loss of air circulation, have been mitigated to the extent possible as defined by the Planning Commission.
26. The site plan for proposed Buildings 1-9 on includes adequate landscaping and buffering from adjacent properties and uses.
27. The additional building height for proposed Buildings 1-9 has resulted in more minimum open space than required and has resulted in the open space being more usable.
28. An MPD for pod B-2 will be reviewed under a separate MPD application.

~~29. A Compliance Matrix of the Compliance with the Technical Reports is attached~~
Conclusions of Law ~~Add to #10~~ as Exhibit I.

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; and,
12. The MPD has been noticed and public hearings held in accordance with this Code.
13. The requirements necessary for the Planning Commission to grant additional building height within the MPD pursuant to the Land Management Code Section 15-6-5 have been met.

Conditions of Approval

1. A Conditional Use Permit is required prior to any development within the Village at Empire Pass MPD area. As per the Phasing Plan, only the nine large multi-family buildings require a CUP review by the Planning Commission. All other units are to be reviewed at a Staff level.

2. City Engineer approval of a utility and infrastructure plan is a condition precedent to the issuance of any building permits within the Village Master Planned Development area.
3. Utility lines and ski trails shall be routed in existing clearings and common utility corridors to the greatest extent practical upon the City Engineer's approval.
4. If and when the realigned Guardsman road is dedicated to the City, the Developer will execute an encroachment agreement, in a form acceptable to the City Attorney and City Engineer for the private improvements (ski bridges and/or tunnels) within the rights-of-way.
5. All essential municipal public utility buildings associated with the utility plan for the subdivision require a conditional use permit.
6. The proposed over-length cul de sac that ends in the six single family lots will have a secondary emergency access from the end of the road to Marsac Avenue. The emergency access will continue as a minimum 20-foot wide all-weather surface road.
7. A Construction Mitigation Plan, including truck routing, is a submittal requirement for each Conditional Use Permit.
8. A preliminary landscape plan, including provisions for water-efficient irrigation systems, shall be submitted with each CUP application.
9. All subsequent applications and approvals are subject to the Technical Reports as approved or amended,

Exhibits

- A – Master Plan Development Project Description (8 pages)
- B – Supplemental Project Description and Conditions (3 pages)
- C - Conceptual Plans (10 pages)
- D – Volumetric Analysis (3 pages)
- E – Volumetrics, Buildings 1-9 (19 pages)
- F – Visual Analysis (5 pages)
- G – Architectural Character (6 pages)
- H – Supplemental Plans

→ I - Compliance Matrix

M:\Brooks\Planning Comm\PC2004\Flagstaff Village MPD 072804.doc

BE/BP

6.0 Thomas not voting.



00545109 Bk01277 Pg00553-00555

Ordinance No. 99-30

ALAN SPRIGGS, SUMMIT CO RECORDER
1999 JUL 28 13:11 PM FEE \$.00 BY NAT
REQUEST: PARK CITY MUNICIPAL CORP

**AN ORDINANCE ANNEXING APPROXIMATELY
1750 ACRES KNOWN AS FLAGSTAFF MOUNTAIN
INTO THE CORPORATE LIMITS OF
PARK CITY, UTAH AND
AMENDING THE OFFICIAL ZONING MAP
OF PARK CITY TO INCLUDE THE ANNEXED AREA**

WHEREAS, on May 17, 1994, United Park City Mines Company (UPCM) filed an application for annexation to Park City of certain UPCM holdings within the Ontario and Daly Canyons, along with property held by several other mining companies and/or families; and

WHEREAS, the Planning Commission reviewed the proposal several times throughout 1994 and 1995, provided feedback, and based on Planning Commission feedback, the applicant submitted a revised annexation plan on June 14, 1995; and

WHEREAS, the Planning Commission and a special Flagstaff Task Force held several meetings on the revised plan throughout the remainder of 1995 and the balance of 1996 and held public hearings on the revised plan on October 25, 1995 and November 13, 1996; and

WHEREAS, on March 26, 1997, the Planning Commission recommended annexation of the Flagstaff area, with certain development parameters; and

WHEREAS, the Council began its consideration of the Planning Commission recommendations on April 17, 1997 and continued to take staff, applicant, and public input on April 24, 25, 28 and 29 and May 1, 6, and 8, 1997; and

WHEREAS, on April 24, 1997, the Council opened a public hearing for over 350 attendees, and took testimony from 46 participants. The public sentiment revealed support for annexation, but concerns regarding the development parameters; and

WHEREAS, the City mailed and published notice of the proposed annexation and annexation policy declaration to all affected entities and received no protest to the annexation; and

WHEREAS, on May 10, 1997, the Council concluded in Resolution No. 10-97 that annexation was appropriate and that many, but not all, of the proposed development parameters could be accommodated in the Flagstaff area; and

WHEREAS, without withdrawing its annexation petition, the applicant rejected the Council's 1997 development parameters, and began to pursue development in unincorporated Summit and Wasatch Counties; and

WHEREAS, on July 8, 1998, the applicant approached the Council with a renewed desire to annex and with additional offers of on and off-site transportation facilities, utilities, enhancements, and recreation amenities; and

WHEREAS, the Council convened several work sessions, an additional public meeting, and facilitated interest group meetings to consider new development parameters; and

WHEREAS, on August 27, 1998, approximately 100 people attended, and over 20 individuals commented on new draft development parameters; and

WHEREAS, based on public input, Council further negotiated improved development parameters; and

WHEREAS, on September 10, 1998, the Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels; and

WHEREAS, a Development Agreement has been negotiated between the City and the Developer setting forth the terms of the September 10, 1998 resolution and further terms and conditions; and

WHEREAS, the City Council has held several public meetings on the proposed Development Agreement and has taken public input at those meetings; and

WHEREAS, the Property is not included within any other municipal jurisdiction and there have been no protests filed by any other jurisdictions;

00545109 Bk01277 Pg00554

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

SECTION 1. ANNEXATION. The property is hereby annexed to the corporate limits of Park City, UT according to the annexation plat executed in substantially the same form as it is attached hereto as Exhibit A. The property so annexed shall enjoy the privileges of Park City and shall be subject to all City levies and assessments including those described in the Development Agreement, attached hereto as Exhibit B. The property shall be subject to all City laws, rules, and regulations.

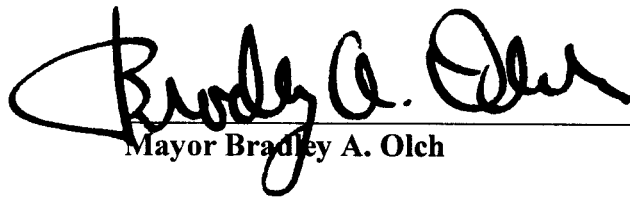
SECTION 2. COMPLIANCE WITH STATE LAW AND THE PARK CITY GENERAL PLAN. The annexation meets the standards for annexation set forth in Title 10, Chapter 2, of the Utah Code and the Park City General Plan.

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of Park City, as adopted by Section 1.9 of the Park City Land Management Code, is hereby amended to include the Flagstaff Annexation as depicted in Exhibit A.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon recordation of the annexation plat.

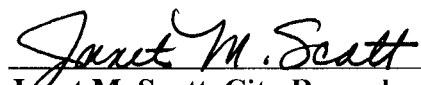
PASSED AND ADOPTED this 24th day of June, 1999.

PARK CITY MUNICIPAL CORPORATION



Mayor Bradley A. Olch

Attest:



Janet M. Scott, City Recorder



Approved as to form:



Jodi Hoffman, City Attorney

00545109 Bk01277 Pg00555

FLAGSTAFF MOUNTAIN AT DEER VALLEY

Boundary Description

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04°39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South Range, 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line :

North 44°09'00" East 1236.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 779.84 feet; thence North 49°33'13" East 616.72 feet; thence North 71°34'40" East 644.26 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'36" East 569.75 feet; thence North 23°55'00" East 604.00 feet; thence North 87°35'00" East 778.00 feet; thence North 77°17'18" East 735.40 feet; thence North 82°14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39°17'38" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64°44'13" East 136.79 feet; thence North 67°45'58" East 149.28 feet; thence North 81°11'10" East 122.88 feet; thence North 77°19'44" East 85.84 feet; thence North 77°48'30" East 79.25 feet; thence North 86°11'16" East 94.42 feet; thence South 72°54'27" East 85.42 feet; thence South 71°42'35" East 163.49 feet more or less to a point on the westerly right-of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79°18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right-of-way the following fifteen (15) courses: North 10°41'54" East 76.70 feet; thence North 15°21'41" East 116.20 feet; thence North 56°44'38" East 142.80 feet; thence North 46°47'25" East 123.00 feet; thence North 35°09'16" East 88.70 feet; thence North 32°14'53" East 101.60 feet; thence North 32°00'03" East 159.20 feet; thence North 33°26'55" East 136.00 feet; thence North 38° 27'54" East 138.00 feet; thence North 27°54'51" East 126.00 feet; thence North 31°30'07" East 96.20 feet; thence North 40°35'50" East 110.80 feet; thence North 50°15'25" East 92.50 feet; thence North 56°00'00" East 94.90 feet; thence North 50°23'25" East 105.09 feet; thence North 47°29'30" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32°04'00" East 296.25 feet; thence North 29°09'57" East 315.97 feet; thence North 28°18'45" East 186.56 feet, more or less, to the East-West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly

boundary line for the corporate limits of Park City, Utah; thence South 89°59'59" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right-of-way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses; South 00°15'34" West 115.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 15°23'33" 398.24 feet more or less; thence South 15°39'07" West 559.69 feet to a point on a 5,679.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 06°11'23", a distance of 613.57 feet; thence South 09°27'44" West 368.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of 16°06'55", a distance of 388.82 feet; thence South 6°39'11" East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of 48°51'38", a distance of 500.26 feet; thence South 55°30'59" East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of 30°23'53", a distance of 364.28 feet; thence South 25°06'53" East 397.14 feet to a point on a 508.37 foot radius curve to the right; thence along the arc of said curve, through a central angle of 21°36'53", a distance of 191.78 feet; thence South 3°30'00" East 63.08 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of 55°51'14", a distance of 214.46 feet; thence South 31°30'00" West 68.20 feet; thence South 79°38'18" West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South 79°59'46" West 300.78 feet more or less along the southeastern edge of said Mining Reservation; thence South 17°09'45" East 88.76 feet more or less to a point on a piece of property that is the subject of Entry Number 158551 of the Summit County Records; thence along said parcel the following five courses: South 955.96 feet; thence North 69° East 360.00 Feet; thence South 29°20' West 117.60 feet; thence North 78°10' East 714.30 feet; thence East 1,106.71 feet more or less to a point the Wasatch-Summit County line: thence along said Wasatch – Summit County line. The following thirty courses: South 04°15'00" East 1,028.07 feet; thence South 25°30'30" East 2,521.90 feet to County Line Point 51; thence South 29°50'00" West 1,398.30 Feet to County Line Point 55; thence South 4°19'00" West 1,320.70 feet to County Line Point 58; thence South 47°05'00" West 369.50 feet to a County Line Point; thence South 83°34'00" West 69.10 feet to County Line Point 59; thence South 47°42'00" West 1,207.40 feet to County Line Point 62A; thence North 39°53'30" West 1,352.50 feet to County Line Point 64; thence North 72°50'00" West 317.30 feet to County Line Point 65; thence North 46°45'00" West 87.90 feet to County Line Point 66; thence North 70°57'00" West 502.00 feet to County Line Point 67; thence North 51°56'00" West 481.90 feet to County Line Point 68; thence North 55°53'00" West 466.80 feet to County Line Point 69 feet; thence North 21°49'00" West 317.40 feet to County Line Point 70; thence North 59°57'00" West 360.50 feet to County Line Point and Triangulation Point; thence North 33°22'30" West 467.10 feet to County Line Point 71; thence South 85°10'30" West 492.30 feet to County Line Point 72; thence South 54°42'30" West 453.20 feet to County Line Point 73; thence South 88°55'30" West 344.00 feet to County Line Point 74; thence North 82°52'30" West 1,132.30 feet to

County Line Point 77; thence North $59^{\circ}43'30''$ West 1,074.55 feet to County Line Point 2338; thence North $79^{\circ}07'30''$ West 494.73 feet to County Line Point 80; thence North $70^{\circ}28'30''$ West 339.90 feet to County Line Point 81; thence North $60^{\circ}14'30''$ West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North $64^{\circ}07'00''$ West 727.60 feet to County Line Point 83; thence South $77^{\circ}44'00''$ West 966.80 feet to County Line Point 85; thence North $77^{\circ}28'00''$ West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point Q; thence South $85^{\circ}36'00''$ West 219.10 feet to County Line Point 86; thence North $46^{\circ}44'00''$ West 384.70 feet to County Line Point 87; thence North $34^{\circ}37'00''$ West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.



Resolution No. 20-99

**A RESOLUTION AUTHORIZING THE
FLAGSTAFF MOUNTAIN
DEVELOPMENT AGREEMENT**

WHEREAS, on May 17, 1994, United Park City Mines Company (UPCM) filed an application for annexation to Park City of certain UPCM holdings within the Ontario and Daly Canyons, along with property held by several other mining companies and/or families; and

WHEREAS, the Planning Commission reviewed the proposal several times throughout 1994 and 1995, provided feedback, and based on Planning Commission feedback, the applicant submitted a revised annexation plan on June 14, 1995; and

WHEREAS, the Planning Commission and a special Flagstaff Task Force held several meetings on the revised plan throughout the remainder of 1995 and the balance of 1996 and held public hearings on the revised plan on October 25, 1995 and November 13, 1996; and

WHEREAS, on March 26, 1997, the Planning Commission recommended annexation of the Flagstaff area, with certain development parameters; and

WHEREAS, the Council began its consideration of the Planning Commission recommendation on April 17, 1997, and continued to take staff, applicant, and public input on April 24, 25, 28 and 29, and May 1, 6, and 8, 1997; and

WHEREAS, on April 24, 1997, the Council opened a public hearing for over 350 attendees, and took testimony from 46 participants. The public sentiment revealed support for annexation, but concerns regarding the development parameters; and

WHEREAS, the City mailed and published notice of the proposed annexation and annexation policy declaration to all affected entities and received no protest to the annexation; and

WHEREAS, on May 10, 1997, the Council concluded in Resolution No. 10-97 that annexation was appropriate and that many, but not all, of the proposed development parameters could be accommodated in the Flagstaff area; and

WHEREAS, without withdrawing its annexation petition, the applicant rejected the Council's 1997 development parameters, and began to pursue development in unincorporated Summit and Wasatch Counties; and

WHEREAS, on July 8, 1998, the applicant approached the Council with a renewed desire to annex and with additional offers of on and off-site transportation facilities, utilities, enhancements, and recreation amenities; and

WHEREAS, the council convened several work sessions, an additional public meeting, and facilitated interest group meetings to consider new development parameters; and

WHEREAS, on August 27, 1998, approximately 100 people attended, and over 20 individuals commented on new draft development parameters; and

WHEREAS, based on public input, Council further negotiated improved development parameters; and

WHEREAS, on September 10, 1998, the Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Mountain, Richardson Flats, the 20-Acre Quinn's Junction Parcel and the Iron Mountain Parcels; and

WHEREAS, a Development Agreement has been negotiated between the City and the Developer setting forth the terms of the September 10, 1998 resolution and further terms and conditions; and

WHEREAS, it is in the best interests of the City to authorize the Mayor to execute the Development Agreement;

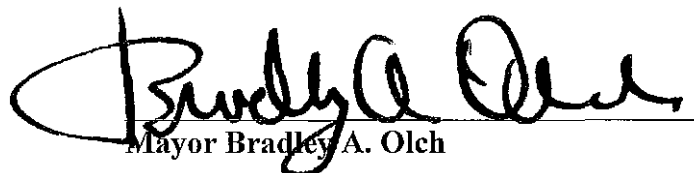
NOW, THEREFORE BE IT RESOLVED, by the City Council of Park City, Utah, as follows:

SECTION 1. AUTHORIZATION TO EXECUTE. The Mayor is hereby authorized to execute the Development Agreement in substantially the same for attached hereto as Exhibit A which sets forth, *inter alia*, the terms and conditions of annexation of Flagstaff Mountain.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately.

PASSED AND ADOPTED this 24th day of June, 1999.

PARK CITY MUNICIPAL CORPORATION


Mayor Bradley A. Olch

Attest:

Janet M. Scott
Janet M. Scott, City Recorder



Approved as to form:

Jodi Hoffman
Jodi Hoffman, City Attorney

EXHIBIT A

REFER TO RECORDER FILE 99-0624

Exhibit J – Link to Technical Reports

[Volume 1 of 2](#)

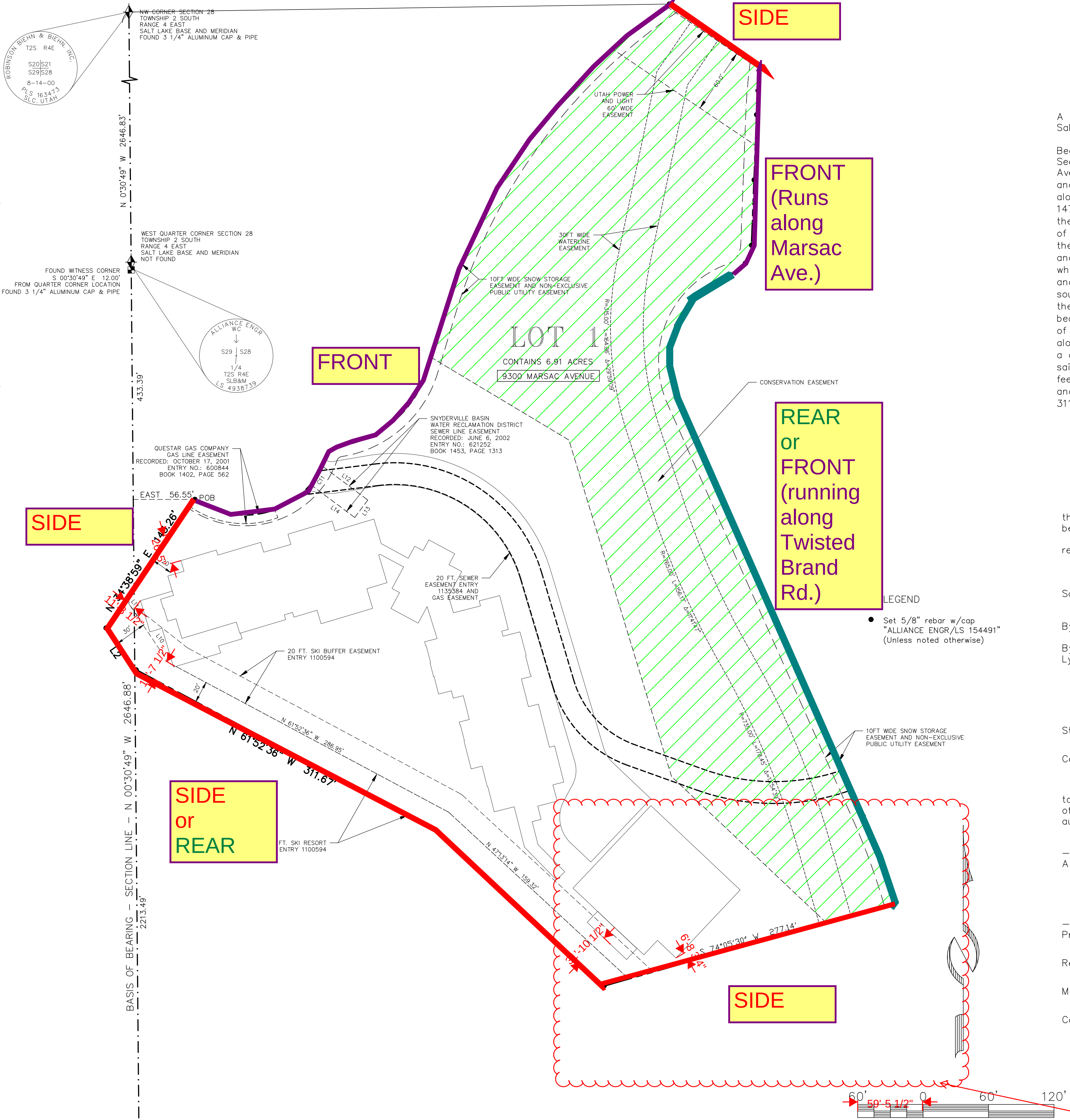
[Volume 2 of 2](#)

[Open Space Management Plan](#)

[Historic Preservation Plan](#)

NOTES:

1. AThis plot is subject to the Conditions of Approval in Ordinance 2022- ____.
2. All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20–Acre Quinn’s Junction Parcel, and Iron Mountain recorded at Summit County on March 2, 2007, as Entry No. 00806100 in Book 1850, Page 1897 (the “Development Agreement”), and associated technical reports and agreements, continue to apply.
3. Conditions of approval of the Village at Empire Pass Master Planned Development, approved July 28, 2004, and the Pod B–2 at Empire Pass Master Planned Development, approved March 14, 2007 as amended March 9, 2022, and the B2 East Subdivision plat recorded March 7, 2018 as Entry Number 1087538 shall continue to apply.
4. The dimensions of the private spaces and square footage calculations are based on drawings supplied by Olson Kundig Architects. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration of Condominium for Sommet Blanc, 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.
5. All areas outside of the building and within the property boundary are designated as common area unless specified otherwise as limited common area on Sheets 2 through 6 of this condominium plat.
6. All common structural elements are designated as Common Areas and Facilities, as described in the Declaration of Condominium.
7. Building ties on this sheet are from the property line to the building foundation wall as shown.
8. All Common Areas and Facilities are dedicated as nonexclusive 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.
9. The Empire Pass Master Owners Association, Inc. (the “MasterAssociation”) 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.
10. Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the lot.
11. Units EMP–A, EMP–B, EMP–C1, EMP–C2, EMP–C3 & EMP–C4 are deed restricted employee/affordable housing units.
12. Suites A21 & B21 are part of the Common Area of the project and are designed to be accessible by persons with disabilities as required by Park City Municipal Corporation.
13. Wastewater service to B2 East Subdivision shall be provided by the Snyderville Basin Water Reclamation District (“SBWRD”). A Line Extension Agreement approval letter was provided by SBWRD on March 17, 2020, in connection with that certain Line Extension Agreement for Public Wastewater System dated March 16, 2020 (the “Line Extension Agreement”). The owner shall be responsible for extending the public wastewater system within the property according to requirements of the Line Extension Agreement. Easements associated with the Line Extension Agreement are depicted on the plat.
14. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
15. This development is part of a common plan development and a MS4 storm water permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance.
16. 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 the “Master Declaration”) requires the membership of each lot or unit owner. Members are subject to the terms of the Master Association’s 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.
17. Owners and potential buyers of any parcel, unit or land within the lot or parcel 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, snowboarders, 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.
18. This plat depicts a 3.06 acre Conservation Easement as described in the Sommet Blanc Condominium Declaration.
19. The upper parking level under Tower B is subject to an exclusive use easement as recorded in Entry Number _____
20. Parking stalls, storage units and ski lockers designated Limited Common Area are assigned to individual units as described in the Sommet Blanc Condominium Declaration.



SURVEYOR’S CERTIFICATE

I, XXXXXXXX, 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 by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and parcels together with easements, hereafter to be known as B2 EAST SUBDIVISION and that the same has been, to the best of my knowledge, correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

A parcel of land located in the west half of Section 28 and the southeast quarter of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point that is North 00°30’49” West 2213.49 feet along Section Line and East 56.55 feet from the southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the southerly line of the Marsac Avenue Right of Way, according to the official plat thereof on file and of record in the office of the Recorder, Summit County, Utah, and on a curve to the left having a radius of 80.00 feet, of which the radius point bears North 34°38’59” East; and running thence along the southerly line of the Marsac Avenue Right of Way the following five (5) courses: 1) easterly along the arc of said curve 147.00 feet through a central angle of 105°16’44” to a point on a reverse curve to the right having a radius of 15.00 feet, of which the radius point bears South 70°37’45” East; thence 2) northeasterly along the arc of said curve 16.15 feet through a central angle of 61°42’18” to a point on a curve to the left having a radius of 100.00 feet, of which the radius point bears North 08°55’27” West; thence 3) northeasterly along the arc of said curve 112.21 feet (chord bears North 48°55’52” East 106.41 feet) through a central angle of 64°17’22”; thence 4) North 16°47’11” East 56.03 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South 73°12’49” East; thence 5) northeasterly along the arc of said curve 355.31 feet through a central angle of 38°46’34”; thence South 55°36’18” East 101.33 feet to a point on a curve to the left having a radius of 525.00 feet; thence southerly along the arc of said curve 44.31 feet (chord bears South 04°37’35” West 44.30 feet) through a central angle of 4°50’10”; thence South 02°12’30” West 119.72 feet to a point on a curve to the right having a radius of 30.00 feet, of which the radius point bears North 87°47’30” West; thence southerly along the arc of said curve 35.43 feet through a central angle of 67°39’38” to a point of reverse curve to the left having a radius of 85.00 feet, of which the radius point bears South 20°07’52” East; thence southwesterly along the arc of said curve 139.33 feet through a central angle of 93°54’58”; thence South 24°02’49” East 418.18 feet to a point on a curve to the right having a radius of 596.00 feet, of which the radius point bears South 65°57’11” West; thence along the arc of said curve 229.98 feet through a central angle of 22°06’32” to a point of compound curve to the right having a radius of 460.00 feet, of which the radius point bears South 88°03’42” West; thence southerly along the arc of said curve 4.79 feet through a central angle of 00°35’48”; thence South 36°44’43” West 144.31 feet; thence North 47°13’14” West 486.28 feet; thence North 61°52’36” West 311.67 feet; thence North 35°40’02” West 47.30 feet; thence North 34°38’59” East 143.26 feet to the point of beginning.

OWNER’S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that REDUS Park City LLC, a Delaware limited liability company, the undersigned owner of the herein described tract of land to be known hereafter as B2 EAST SUBDIVISION, does hereby certify that it has caused this Plat to be prepared and does hereby consent to the recordation of this Plat.

ALSO, the owner or its representative, hereby irrevocably offers for dedication to the city of Park City all the easements and required utilities shown on the plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this _____ day of _____, 2022.

Sommet Blanc _____

By: Sommet Blanc

By: _____
Lynn Padon,

ACKNOWLEDGMENT

State of _____:

County of _____:

On this _____ day of _____, 2018, David Ash 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 the he is the Sr. Vice President of Redus Properties, Inc., a Delaware corporation, and that said document was signed by him on behalf of said corporation by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the Subdivision Plat.

A Notary Public commissioned in _____

Printed Name

Residing in: _____

My commission expires: _____

Commission No. _____

Updated Area

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SUMMIT COUNTY

8/1/06

29128

32133

LAND SURVEY

PUBLIC SAFETY
ANSWERING POINT APPROVAL

APPROVED THIS _____ DAY
OF _____, 2022

BY _____
SUMMIT COUNTY GIS COORDINATOR

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS _____
DAY OF _____, 2022

BY _____
ENGINEERING DEPARTMENT

PLANNING COMMISSION

APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS _____
DAY OF _____, 2022

BY _____
CHAIR

ENGINEER’S CERTIFICATE

I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____
DAY OF _____, 2022

BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____
DAY OF _____, 2022

BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS _____ DAY OF _____, 2022

BY _____
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS CONDOMINIUM
PLAT WAS APPROVED BY PARK CITY
COUNCIL THIS _____ DAY
OF _____, 2022

BY _____
PARK CITY RECORDER

04/15/22 JOB NO.: 1–11–18 FILE: X:\Empire\dwg\sr\plat2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____

_____ FEE _____ RECORDER
TIME _____ DATE _____ ENTRY NO. _____



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8**

1595 Wynkoop Street
Denver, CO 80202-1129
Phone 800-227-8917
www.epa.gov/region08

Ref: EPR-ER

Douglas Ogilvy
Redus Park City, LLC
741 Martingale Lane
Park City, UT 84098

Re: Mazeppah Mine Waste Site – Administrative Settlement Agreement and Order on Consent for Removal Action (CERCLA Docket No. 08-2016-0007) (Settlement Agreement)

August 13, 2018

Dear Sir:

Pursuant to Paragraph 95 of the above-mentioned Settlement Agreement, this letter is provided as a Notice of Completion of the Removal Action at the Mazeppah Mine Waste Site. As stated in Paragraph 95, this letter does not conclude any continuing obligations existing under the Settlement Agreement, including payment of oversight costs. Notwithstanding the continuing obligations, EPA has received and reviewed the Mazeppah Mine Waste Site Final Report dated July 11, 2018. All work at the Site has been fully performed in accordance with the Settlement Agreement and workplan.

It has been a pleasure working with you on this project. If you have any questions regarding the completion notice, please don't hesitate to contact me at 303-312-6963.

Sincerely,

A handwritten signature in black ink that reads "Martin McComb".

Martin McComb
Federal On-Scene Coordinator
Emergency Response Unit



Printed on Recycled Paper

WHEN RECORDED, RETURN TO:
Summit Land Conservancy
P.O. Box 1775
1887 Gold Dust Lane, Suite 101
Park City, Utah 84060

SOMMET BLANC CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (this “Easement”) made effective as of the date of recording with the office of the Summit County Recorder (the “Effective Date”) by and between Alpine Villas, LLC, a Utah limited liability company (“Grantor”), and Summit Land Conservancy, a Utah nonprofit corporation (“Grantee”). (The Grantor and the Grantee are referred to individually as a “Party” and collectively as the “Parties”).

The following Exhibits are attached to and are incorporated into this Easement by this reference:

- Exhibit A: Legal Description of the Property;
- Exhibit B: Property Map;
- Exhibit C: Permitted and Restricted Uses and Practices;
- Exhibit D: Acknowledgment of Property Condition.

RECITALS

- A. Grantor owns approximately three (3) acres of real property and appurtenances located in Summit County, State of Utah (collectively, the “Property”). The Property is described in Exhibit A and shown on the Property Map attached as Exhibit B.
- B. As fee owner of the Property, Grantor owns the affirmative rights to identify, preserve, and protect forever the Conservation Values (defined below) of all or any portion of the Property. Grantor desires to grant a conservation easement to the Grantee pursuant to the ‘Land Conservation Easement Act’ of Utah’s statutes, Sections 57-18-1 to 57-18-7 (“Conservation Easement Act”), which authorizes protection of natural, scenic, open space, aesthetic, historic, hydrologic, ecological, agricultural, and scientific values that are of great importance to Grantor, the Grantee, the people of Summit County, and the people of the State of Utah.
- C. The Property is open undeveloped land with a natural surface trail used by the public for outdoor recreation.
- D. The Property has been designated by the Park City Municipal Planning Commission as land to be permanently protected by a conservation easement, as noted in the conditional use permit planning approval for the residential and commercial development of certain lands within the B2 East Subdivision plat, recorded on March 7, 2018 as Instrument #1087538.

E. The conservation values intended to be preserved and protected under this Easement include (i) natural wildlife habitat (ii) outdoor public recreation and (iii) scenic enjoyment. More particularly:

- i. Natural Wildlife Habitat: The Property is comprised of mature aspen and fir forest, with understory vegetation that is primarily snowberry. This forested buffer between Marsac Avenue and the Sommet Blanc development provides a protective corridor and healthy browse for large game like elk, deer, and moose as they migrate to and from higher elevations throughout the year. It also provides habitat for numerous other small mammals (marmots, Uinta ground squirrels, snow hares, etc.), upland game birds like the ruffed grouse and turkeys, and other birds like robins, grosbeaks, thrushes, Clark's nutcrackers, and hummingbirds.
- ii. Public Outdoor Recreation: The Mid-Mountain trail runs through the Property and the Property is adjacent to a public parking lot that is one of the main access points to the Mid-Mountain trail. The Drift trail also runs through the Property. This Agreement is not meant to create any right in the public other than those currently existing in the Mid-Mountain trail and the Drift Trail that currently exist on the Property.
- iii. Scenic Enjoyment: The Property is highly visible to the public and buffers lands recently developed. It is adjacent to Marsac Avenue, the gateway to Guardsman's Pass and the Bonanza Flat Conservation Area, and is located proximate to lands that are permanently protected by a conservation easement and part of the Deer Valley Ski Resort. Protection of the Property will enhance the public enjoyment of adjacent open lands.

F. The aforementioned values are hereafter described as the "Conservation Values" and are further documented in the Baseline Document Report (the "Baseline Report"), a copy of which is on file at the offices of Grantor and Grantee. The Grantor and Grantee have acknowledged and hereby acknowledge said Baseline Report memorializes the condition of the Property as of the effective date of this grant.

G. Grantor warrants and represents that Grantor has the authority to enter into the Easement and that Grantor freely and voluntarily hereby conveys this Easement to the Grantee in perpetuity.

- H. As of the Effective Date, Grantee is a nonprofit corporation incorporated under the laws of Utah as a tax-exempt public charity described in Sections 501(c)(3) and 509(a)(1) of the IRS Code. The Grantee is organized to protect and conserve natural areas and ecologically significant land for scientific, charitable, and educational purposes. The Grantee is a “qualified organization” within the provisions of Section 170(h) of the IRS Code and is qualified to acquire and hold conservation easements and is a qualified “Grantee” of a conservation easement under the Conservation Easement Act.
- I. To accomplish the Conservation Purposes (defined below), Grantor desires to convey to the Grantee and the Grantee desires to accept from the Grantor a conservation easement that restricts the uses of the Property as provided herein and that grants certain rights to the Grantee in order to preserve, protect, identify, monitor, enhance, and restore the Conservation Values in perpetuity.
- J. The Grantee agrees by accepting this grant to honor the intentions of the Grantor stated herein and to preserve and protect the Conservation Values of the Property in perpetuity for the public benefit. The Grantee acknowledges that no goods or services or other consideration of any kind whatsoever were received by the Grantee in consideration of or exchange for this grant.

CONSERVATION EASEMENT TERMS

IN CONSIDERATION of the recitals set forth above, the mutual covenants, terms, conditions, and restrictions contained in this Easement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and pursuant to Utah state law including without limitation the Conservation Easement Act, Grantor voluntarily and without consideration of any kind hereby grants and conveys to the Grantee, and the Grantee hereby accepts from Grantor, a perpetual conservation easement in, on, over, and across that portion of the Property set forth and described herein, subject to the terms and conditions set forth in this Easement, restricting forever the uses that may be made of the Property and granting the Grantee certain rights in the Property; and Grantor and the Grantee agree as follows:

1. CONSERVATION PURPOSES. The purposes of this Easement are to preserve and protect in perpetuity and, in the event of their degradation or destruction, to assure the preservation and restoration of the Conservation Values of the Property. In particular, the purpose of this Easement is to protect the conservation values that include natural wildlife habitat, public outdoor recreation as to the Mid-Mountain trail and Drift trail only, and scenic enjoyment. In achieving the above-named purposes (collectively the “Conservation Purposes”), it is the intent of this Easement to permit the continuation of such uses of the Property as may be conducted consistent with the Conservation Values protected herein, and consistent with the terms, conditions and restrictions stated in this Easement.

2. **BASELINE REPORT.** By its execution of this Easement, the Grantee acknowledges that Grantor's present uses of the Property are compatible with the purposes of this Easement. In order to evidence the present condition of the Property (including both natural and manmade features) and to facilitate future monitoring and enforcement of this Easement, the Parties acknowledge that a Baseline Report has been prepared, which provides a collection of baseline data on the Property and its natural resources and an assessment of the consistent uses. The Parties agree that the Baseline Report contains an accurate representation of the biological and physical condition of the Property as of the Effective Date and of the historical uses of the Property, including historical water uses. In addition to the public benefits described as the Conservation Values, the Baseline Report identifies public policies and statements and/or other factual information supporting the significant public benefit of this Easement. The Grantee may use the Baseline Report in enforcing provisions of this Conservation Easement, but is not limited to use of the Baseline Report to show change of conditions. The Baseline Report is incorporated into this Conservation Easement by reference. Grantor and the Grantee approve the Baseline Report, a copy of which is on file with the Grantor and the original of which is on file with the Grantee at their respective addresses for notices set forth below.
3. **THE GRANTEE'S RIGHTS.** In order to accomplish the Conservation Purposes, the rights and interests that are granted and conveyed to the Grantee by this Easement include the following:
 - A. **Preserve and Protect.** The right to preserve, protect, identify, monitor, and enhance the Conservation Values in perpetuity, and, in the event of their degradation or destruction, the right to restore such areas or features of the Property that are damaged by any inconsistent activity or use.
 - B. **Entry and Access Rights.** The Grantee is, by this Easement, granted rights of access by public ways or otherwise including, but not limited to, any access easements appurtenant to the Property or held by Grantor, to enter upon the Property at any time in order to: monitor compliance with and otherwise enforce the terms of this Easement; to study and document ecosystems and other features of the Property; to take ground and aerial photographs of the property; and to determine whether the Grantor's activities are in compliance with the terms of this Easement; all in a manner that does not unreasonably disturb the use of the Property by Grantor consistent with this Easement.
 - C. **Enforcement.** The Grantee has the right to prevent or enjoin any activity on or use of the Property that constitutes a breach of this Easement or is inconsistent, in any material respect, with the preservation of the Conservation Values.
4. **USES OF THE PROPERTY.** Except as prohibited or otherwise limited by this Easement, Grantor reserves the right to use and enjoy the Property in any manner that is reasonably

consistent with the Conservation Purposes and the perpetual preservation of the Conservation Values. Grantor will not perform, nor authorize others to perform, any act on or affecting the Property that is materially inconsistent with the Conservation Purposes. The uses set forth in Exhibit C, though not an exhaustive list of consistent uses and practices, are consistent with this Easement and will not be precluded, prevented, or limited, except as specifically set forth in Exhibit C. Any activity on or use of the Property that is inconsistent, in any material respect, with the Conservation Purposes (including, without limitation, any activity or use that diminishes or impairs the Conservation Values) is prohibited. Though not an exhaustive list of prohibited and restricted uses, Exhibit C also describes uses or activities that are inconsistent with the Conservation Purposes and are thus prohibited or restricted.

5. APPROVAL REQUEST.

- A. The Grantee's Approval. Grantor will not undertake or authorize any activity requiring prior approval by the Grantee, as set forth in Exhibit C, without first having notified and received approval from the Grantee as provided herein. Prior to the commencement of any activity for which this Easement requires prior written approval by the Grantee, Grantor will send the Grantee written notice of Grantor's intention to undertake such activity. The notice will inform the Grantee of all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and all other relevant information. If in the Grantee's judgment additional information is required to adequately review the proposal, the Grantee will send written notice requesting such additional information within 15 days of receipt of Grantor's notice.
- B. The Grantee's Decision. No later than 45 days from the Grantee's receipt of information adequate to review the proposal, the Grantee will notify Grantor of its disapproval or approval of Grantor's proposal, or the Grantee may approve Grantor's proposal with specified modifications. The Grantee's decision must be based upon the Grantee's assessment of the proposed activity in relation to its consistency or inconsistency with the terms of this Easement. Approval to proceed with, or failure to object to, any proposed use or activity will not constitute consent to any subsequent use or activity of the same or any different nature. Grantee shall provide a response within forty-five (45) day, which, in the event of a denial, shall include the substantive basis for the denial and feedback concerning Grantor's request.

6. ENFORCEMENT AND REMEDIES.

- A. Notice of Violation; Corrective Action. If the Grantee becomes aware that a violation of the terms of this Easement caused by Grantor has occurred or is threatened to occur, the Grantee will give written notice to Grantor of such

violation who will, in the case of an existing violation, promptly cure the violation by (a) ceasing the same and (b) restoring the Property to the condition before such violation, or in the case of a threatened violation, refrain from the activity that would result in the violation. If Grantor fails to cure such violation within sixty (60) days after receipt of notice from the Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60)-day period, or if Grantor fails to begin curing such violation within the sixty (60)-day period or if Grantor fails to continue diligently to cure such violation until finally cured, the Grantee will have all remedies available at law or equity to enforce the terms of this Easement, including, without limitation, the right to seek a temporary or permanent injunction with respect to such activity, to cause the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity (regardless of whether the costs of restoration exceed the value of the Property), and to otherwise pursue all other available legal and equitable remedies, including, but not limited to, monetary damages arising from the violation. The Grantee's rights under this Paragraph apply equally to actual or threatened violations of the terms of this Easement. Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Easement may be inadequate and that the Grantee is entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Furthermore, the provisions of the Conservation Easement Act are incorporated into this Easement by this reference, and this Easement includes all of the rights and remedies set forth therein.

- i. Grantor is responsible for the acts and omissions of persons acting on its behalf, at its direction or with its authorization including but not limited to Grantor's agents and employees ("Grantor Parties"), and the Grantee has the right to enforce this Easement against Grantor for any use of or activities upon the Property which are a violation of this Easement and which result from such acts or omissions of Grantor. Except for Grantor Parties, Grantor is not liable for any acts, actions, or omission of any other person and the Grantee does not have a right to enforce this Easement or make any claim arising under this Easement with respect to Grantor for the acts or commission of any other person.
 - ii. The Grantee has the right, but not the obligation, to pursue all legal and equitable remedies provided under this Paragraph against any third party responsible for any activity or use of the Property that is a violation of this Easement.
- B. Costs of Enforcement. If Grantee is the prevailing party in any action against Grantor, or against Grantor Parties, Grantor shall reimburse Grantee for any

reasonable costs of enforcement or defense, including court costs, mediation and, if applicable, arbitration costs, reasonable attorneys' fees, and any other payment ordered by such Court or arbitrator. In addition, any reasonable costs of restoration will be borne by the Grantor if Grantor is deemed to be solely responsible for damage to the Property. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including without limitation attorneys fees, shall be borne by Grantee.

- C. Emergency Enforcement. If the Grantee, in its reasonable good faith judgment, determines that circumstances require immediate action to prevent or mitigate significant, immediate and material damage to the Conservation Values as they relate to the Property or to prevent significant and material breach of this Easement, the Grantee may pursue its remedies under this Easement without prior notice to Grantor and without waiting for the cure period to expire.
- D. Forbearance Not a Waiver. Any forbearance by Grantee to exercise its right under this Easement in the event of any violation of this Easement shall not be deemed or construed to be a waiver by Grantee of such violation or another violation of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such rights or remedy or be construed as a waiver.
- E. Remedies Cumulative. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder and all remedies under this Easement may be exercised concurrently, independently or successively from time to time. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies which may be available at law or equity.
- F. Acts Beyond the Grantor's Control. Notwithstanding anything here to contrary, nothing contained in this Easement will be construed to entitle the Grantee to bring any action against Grantor for, or to require the Grantee or Grantor to, restore destruction of or damage to the Conservation Values resulting from, any damage, injury to or change in the Property resulting from or arising as a result of causes beyond Grantor's control, including without limitation fire, flood, storm, earth movement, landslides, acts of God and/or any other natural disasters; from any action that Grantor reasonably determines is prudent under emergency conditions to prevent, abate, or mitigate significant injury to the Property; or from any action or omission on the part of a third party who is not acting on behalf of the Grantor, at Grantor's direction, or with Grantor's authorization.

7. REPRESENTATIONS AND WARRANTIES.

- A. Hazardous Material. Grantor warrants that it has no actual knowledge of release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law.
 - B. State of Title. Grantor represents and warrants that Grantor has good and marketable title to the Property, subject only to any liens, encumbrances and defects described in the title commitment obtained by the Grantee prior to execution of this Easement. To the best of Grantor's knowledge, there are no existing easements, leases or other agreements with Grantor and third-parties that might cause extinguishment of this Easement, or that would materially impair the Conservation Purposes.
 - C. Compliance with Laws. Grantor has not received notice of and has no knowledge of any material violation of any federal, state, county, or other governmental or quasi-governmental statute, ordinance, rule, regulation, law, or administrative or judicial order with respect to the Property which would materially affect this Easement.
 - D. No Litigation. Grantor represents and warrants that to its knowledge there is no action, suit, or proceeding that is pending or threatened against the Property or any portion thereof relating to or arising out of the ownership or use of the Property, or any portion thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality, which would materially affect this Easement.
 - E. Disclosure of Easement Information. The Grantee has informed Grantor of the types and legal effects of conservation easements and has advised Grantor to obtain independent legal advice as required by section 57-18-4 of the Conservation Easement Act.
 - F. Authority to Execute Easement. The person or persons executing this Easement on behalf of the Grantee represent and warrant that the execution of this Easement has been duly authorized by the Grantee. The person or persons executing this Easement on behalf of Grantor represent and warrant that the execution of this Easement has been duly authorized by Grantor.
8. COSTS, LEGAL REQUIREMENTS, AND LIABILITIES. Grantor will be responsible for and will bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property and agrees that the Grantee will have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions on the Property, or the protection of Grantor, the public, or any third parties from risks relating to conditions on the Property. Grantor will be solely

responsible for any costs related to the maintenance of general liability insurance covering Grantor's acts on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use by Grantor on the Property and permitted by this Easement, and any activity or use will be undertaken in accordance with all applicable federal, state, and local laws, rules, regulations, and requirements. If more than one person or entity constitutes Grantor, the obligations of each and all of them under this Easement will be joint and several.

9. RUNNING WITH THE LAND. This Easement burdens and runs with the Property in perpetuity. Every provision of this Easement that applies to Grantor or the Grantee also applies forever to and burdens or benefits, as applicable, their respective agents, heirs, devisees, administrators, employees, personal representatives, lessees, and assigns, and all other successors as their interest may appear.
10. SUBSEQUENT TRANSFERS AND SUBORDINATION. Grantor agrees that the terms, conditions, restrictions, and purposes of this Easement or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests either the fee simple title or a possessory interest (including, but not limited to, any leases) of the Property; and Grantor further agrees to notify the Grantee of any pending transfer at least forty-five (45) days in advance of the transfer. The failure of the Grantor to comply with this Paragraph will not impair the validity of this Easement or limit its enforceability in any way. Any successor in interest of the Grantor, by acceptance of a deed, lease, or other document purporting to convey an interest in all or any portion of the Property, will be deemed to have consented to, reaffirmed, and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Easement. Upon conveyance of the Property to any third party, Grantor will have no further obligations or responsibilities of any kind under this Easement except for matters and occurrences, if any, that arise or arose out of acts or conditions prior to the date of conveyance.
11. INDEMNIFICATION.
 - A. Cross Indemnification. Notwithstanding any other provision of this Agreement to the contrary, each Party hereby indemnifies, defends, and holds harmless the other, including, without limitation, the other Party's directors, officers, employees, agents, contractors, and their successors and assigns (collectively, the "Indemnified Parties"), from and against any costs, liabilities, penalties, damages, claims, or expenses (including reasonable attorneys' fees) and litigation costs that the Indemnified Parties may suffer or incur as a result of, or arising out of use of or activities on the Property by the Party.
 - B. Grantor Indemnification. Grantor hereby indemnifies, defends, and holds harmless the Grantee and its Indemnified Parties for any real property taxes,

insurance, utilities, or assessments that are levied against the Property, including those for which exemption cannot be obtained, or any other costs of maintaining the Property, any claims pertaining to the Grantor's title to the Property or representations and warranties made in this Easement, and any injury to or the death of any person, or damage to any property resulting from any act, omission, condition, or any matter related to or occurring on or about the Property except to the extent of the negligence or intentional torts of the Indemnified Parties.

- C. Limitations on Indemnifications. Pursuant to the provisions of this subparagraph, the Grantee is not indemnifying the Grantor against, and is not liable or responsible for, injuries or damage to persons or property in connection with the Grantee's administration or enforcement of this Easement or with respect to the condition of the Property, except caused by the gross negligence or willful misconduct of the Grantee. Similarly, Grantor is not indemnifying the Grantee against, and is not liable or responsible for, injuries or damage to persons or property in connection with the Grantee's administration or enforcement of this Easement or with respect to the condition of the Property. The limitation in this subparagraph does not absolve the Grantee of any liabilities it might otherwise have, independently of this Easement, for wrongfully and directly, without the participation or consent of the Grantor, causing any dangerous condition to come into existence on the Property or causing injury or damage to person or property on the Property.

12. CHANGE OF CONDITIONS. In granting this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses and that neighboring properties may be used entirely for such prohibited uses in the future. It is the intent of Grantor and the Grantee that any such changes will not be deemed circumstances justifying the extinguishment of this Easement. In addition, the inability of Grantor, or Grantor's successors or assigns, to conduct or implement any or all of the uses permitted under this Easement, or the unprofitability of doing so, will not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

13. EXTINGUISHMENT. If subsequent, unexpected circumstances arise in the future that render the purposes of this Easement impossible to accomplish, this Easement can be released, terminated, or otherwise extinguished, whether in whole or in part, only (a) in a judicial proceeding in a court of competent jurisdiction and (b) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property for conservation purposes. Each Party will promptly notify the other when it first learns of such circumstances. In the event that proceeds will be paid as a result of the extinguishment, the amount of the proceeds to which the Grantee will be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to

such termination or extinguishment, will be determined, unless otherwise provided by law at the time, in accordance with paragraph 15 “DISTRIBUTION OF PROCEEDS”, below. The Grantee will use all such proceeds in a manner consistent with the conservation purposes of this Easement as of the effective date of this grant.

14. CONDEMNATION. If all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority, Grantor and the Grantee will join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, it being expressly agreed that this Easement constitutes a compensable property right. Prior to the payment of any expenses reasonably incurred by the parties to this Easement in connection with such taking, Proceeds shall be distributed in accordance with Paragraph 15 “DISTRIBUTION OF PROCEEDS”, below. The Grantee will use all such proceeds in a manner consistent with the conservation purposes of this Easement as of the effective date of this grant.
15. DISTRIBUTION OF PROCEEDS. Grantor and Grantee hereby confirm that the donation of this Easement gives rise to a property right immediately vested in Grantee. Condemnation, termination or extinguishment proceeds will be utilized by the Grantee to advance conservation purposes and acquire a fee-simple, conservation easement or a similar property interest in open space lands. All expenses incurred by Grantor and Grantee in such action will be paid out of the recovered proceeds.
16. AMENDMENT. Grantor and Grantee recognize that rare and extraordinary circumstances could arise which warrant modification of certain of the provisions of this Easement. To this end, subject to more restrictive laws and regulations, if any, Grantee and Grantor have the right to agree to amendment to this Easement without prior notice to any other party, provided that in the sole and exclusive judgment of Grantee, such amendment has a neutral or positive effect on the Conservation Values and does not (a) affect the perpetual nature of this Easement or result in the partial or complete termination of this Easement; or (b) adversely affect the status of the Grantee as a qualified Grantee under any applicable laws and regulations, including the IRS Code, IRS Regulations or Utah Conservation Easement Act; or (c) constitute private inurement or give rise to an impermissible private benefit to any person or entity under Section 501(c) (3) and other applicable provisions of the IRS Code or law of the state of Utah. Any such amendment will be recorded in the land records of Summit County, Utah. Nothing in this Paragraph will require either Party to agree to any amendment or to consult or negotiate regarding any amendment.

17. INTERACTION WITH STATE LAW. The provisions of the above paragraphs addressing EXTINGUISHMENT, CONDEMNATION, and AMENDMENT shall apply notwithstanding, and in addition to, any provisions addressing such actions under Utah law.

18. NOTICE. Any written notice called for in this Easement will be delivered: (i) in person; (ii) by certified mail, return receipt requested, postage prepaid; (iii) by e-mail with the original deposited with the United States Post office, postage prepaid; or (iv) by next-business-day delivery through a reputable overnight courier that guarantees next-business-day delivery and provides a receipt. Notices must be addressed as follows:

To the Grantee: Summit Land Conservancy
P.O. Box 1775
1887 Gold Dust Lane, Suite 101
Park City, Utah 84060
Attention: Executive Director

To Grantor: Alpine Villas, LLC
PO Box 980022
Park City, Utah 84060

Either Party may, from time to time, by written notice to the other, designate a different address that will be substituted for the relevant address or addresses set forth above. Notice is deemed to be given upon receipt.

19. INTERPRETATION.

A. Intent. It is the intent of this Easement to protect the Conservation Values in perpetuity by prohibiting and restricting specific uses of the Property, notwithstanding economic or other hardship or changes in circumstances or conditions. If any provision in this Easement is found to be ambiguous, an interpretation consistent with protection of the Conservation Values and Conservation Purposes is favored, regardless of any general rule of construction that may be to the contrary. In the event of any conflict between the provisions of this Easement and the provisions of any use and zoning restrictions of the State of Utah, the county in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive conservation provisions will apply.

- B. Governing Law. This Easement will be interpreted in accordance with the laws of the State of Utah.
- C. Captions. The section captions in this Easement have been inserted solely for convenience of reference and are not part of this Easement and will have no effect upon construction or interpretation.
- D. No Hazardous Materials Liability. Notwithstanding any other provision of this Easement to the contrary, nothing in this Easement will be construed such that it creates in or gives to the Grantee: (a) the obligations or liabilities of an “Grantor” or “operator” as those words are defined and used in Environmental Laws (defined below), including, without limitation, (b) the obligations or liabilities of a person described in 42 USC Section 9607(a)(3); (c) the obligations of a responsible person under any applicable Environmental Law; (d) any obligation to investigate or remediate any Hazardous Materials associated with the Property; or (e) any control over Grantor’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.
- E. Merger. This Easement shall not be extinguished under the doctrine of merger. Notwithstanding the foregoing, prior to any occasion in which the Grantee takes legal title to Grantor’s interest in the Property, the Grantee must commit the monitoring and enforcement of this Easement to another qualified organization within the meaning of section 170(h)(3) of the IRS Code which organization has among its purposes the conservation and preservation of land and water areas.
- F. Construction. The Parties acknowledge and agree that (a) each Party is of equal bargaining strength; (b) each Party has actively participated in the drafting, preparation and negotiation of this Easement; (c) each Party has consulted with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Easement; (d) each Party and its counsel and advisors have reviewed this Easement; (e) each Party has agreed to enter into this Easement following such review and the rendering of such advice; and (f) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party do not apply in the interpretation of this Easement, or any portions hereof, or any amendments hereto
20. Definitions. Unless defined elsewhere in this Easement, capitalized terms used in this Easement have the following meanings.

The All references to the “IRS Code” means the Internal Revenue Code in Title 26 of the United States Code.

All references to the “IRS Regulations” means the Internal Revenue Service Treasury Regulations, 26 C.F.R. Ch. 1, §1.170A-14 as amended.

The term “Development Rights” means and includes any and all legal rights under federal, state, and/or local laws, ordinances, rules or regulations now in effect or enacted after this date to develop and build structures, expressed as the maximum number of dwelling units per acre for residential parcels or square feet of gross floor area for nonresidential parcels, that could be permitted under applicable zoning and subdivision rules and regulations.

The terms “Grantor” and the “Grantee”, and any pronouns used in place thereof, mean and include, respectively, Grantor and Grantor’s personal representatives, heirs, devisees, personal representatives, and assigns, and all other successors as their interest may appear and the Grantee and its successors and assigns.

The term “Hazardous Materials” includes, without limitation, any of the following wastes, materials, chemicals, or other substances (whether in the form of liquids, solids, or gases, and whether or not airborne) which are ignitable, reactive, corrosive, toxic, or radioactive, or which are deemed to be pollutants, contaminants, or hazardous or toxic substances under or pursuant to, or which are to any extent regulated by or under or form the basis of liability under any statute, regulation, rule, ordinance, order, or requirement concerning such wastes, materials, chemicals, or other substances (in each case, an “Environmental Law”), including, but not limited to, petroleum-based products and any material containing or producing any polychlorinated biphenyl, dioxin, or asbestos, as well as any biocide, herbicide, insecticide, or other agrichemical, at any level that may (a) constitute a present or potential threat to human health, safety, welfare, or the environment, (b) exceed any applicable or relevant and appropriate cleanup standard, or (c) cause any person to incur any investigation, removal, remediation, maintenance, abatement, or other cleanup expense; it being understood that such Environmental Laws include, but are not limited to Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601 et seq.); the Hazardous Materials Transportation Act (49 USC Sections 6901 et seq.); similar Utah state environmental laws; and any rule, regulation, or other promulgation adopted under any of the foregoing laws.

21. RESTRICTIONS ON TRANSFER. Other than in the context of an extinguishment or condemnation that complies with this Easement, this Easement may be transferred by Grantee, only if (i) as a condition of the transfer, Grantee requires that the purpose of this Easement continues to be carried out; (ii) the transferee, at the time of transfer, qualifies under section 501(c)(3) and/or 170(h) of the IRS Code and section 57-18-3 of the Conservation Easement Act as an eligible donee to receive this Easement directly (hereafter described as “Eligible Donee”; and (iii) the Eligible Donee has the commitment and resources to enforce, and agrees to enforce this Easement. Grantee agrees to provide written notice to Grantor at least sixty (60) days prior to any intended transfer of this Easement and if Grantor requests that the Easement be transferred to a specific Eligible Donee, the parties shall make reasonable efforts to transfer the Easement to said Eligible

Donee. Any subsequent transfer of this Easement by any successor in interest to the Grantee in whole or in part shall also be subject to the provisions of this Paragraph. Any attempted transfer by Grantee of all or a portion of this Easement contrary to the terms hereof shall be invalid but shall not operate to extinguish this Easement.

22. SEVERABILITY AND ENFORCEABILITY. The terms and purposes of this Easement are intended to be perpetual. If any provision herein shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party under this Easement will not be materially and adversely affected thereby, (a) such holding or action will be strictly construed; (b) such provision will be fully severable; (c) this Easement will be construed and enforced as if such provision had never comprised a part hereof; (d) the remaining provisions of this Easement will remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Easement; and (e) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Easement a legal, valid and enforceable provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible.
23. COUNTERPARTS. This Easement may be executed in one or more counterparts, all of which taken together will be considered one and the same agreement and each of which will be deemed an original. This Easement shall become effective when each Party has received a counterpart signature page signed by all of the other Parties.
24. RECORDING EFFECTIVE DATE. This Easement shall be effective (the "Effective Date") on the day and date it is delivered for recording with the office of the Summit County Recorder, with a date-stamped copy retained as proof of timely delivery. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement, and Grantor agrees to execute any such instruments upon reasonable request. This Easement shall be recorded concurrently with a plat, of which the Property shall be included within a larger development.
25. ENTIRE AGREEMENT. This Easement, including the Exhibits attached hereto and the Baseline Report, sets forth the entire agreement and understanding of the Parties with respect to the transactions contemplated by this Easement and supersedes all prior arrangements, promises, communications, representations, warranties and understandings, whether oral or written, by any Party or any officer, employee, representative or agent of any Party with respect to the transactions contemplated by this Easement.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE CONSERVATION EASEMENT

GRANTOR AND THE GRANTEE have executed this Conservation Easement as of the Effective Date.

GRANTOR:

Grantor Name and entity type (a Utah limited liability company/ a Irrevocable Trust/ etc

GRANTEE:

Summit Land Conservancy, a Utah nonprofit corporation

By: _____
Name, Manager

By: _____
Cheryl Fox, Executive Director

STATE OF UTAH)

: ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Cheryl Fox, the Executive Director of Summit Land Conservancy, a Utah nonprofit corporation.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

STATE OF UTAH)

: ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by
_____.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

**EXHIBIT A
TO
CONSERVATION EASEMENT**

LEGAL DESCRIPTION OF THE PROPERTY

A parcel of land located in the southwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is South 00°30'49" East 821.21 feet coincident with the section line and East 631.64 feet from the west quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the south boundary of Lot 1, B2 East Subdivision, recorded March 7, 2018, as Entry No. 1087538 in the Office of the Recorder, Summit County, Utah; and running thence North 46°38'08" West 194.86 feet; thence North 16°57'40" West 322.47 feet; thence North 59°02'15" West 147.44 feet to a point on the westerly boundary of said Lot 1; thence coincident with the westerly, northerly and easterly boundaries of Lot 1 the following ten (10) courses: 1) North 16°47'11" East 44.27 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South 73°12'49" East; thence 2) along the arc of said curve 355.31 feet through a central angle of 38°46'34"; thence 3) South 55°36'18" East 101.33 feet to a point on a non tangent curve to the left having a radius of 525.00 feet, of which the radius point bears South 82°57'20" East; thence 4) southerly along the arc of said curve 44.31 feet through a central angle of 04°50'10"; thence 5) South 02°12'30" West 119.72 feet to a point on a curve to the right having a radius of 30.00 feet, of which the radius point bears North 87°47'30" West; thence 6) along the arc of said curve 35.43 feet through a central angle of 67°39'38" to a point of reverse curve to the left having a radius of 85.00 feet, of which the radius point bears South 20°07'52" East; thence 7) southwesterly along the arc of said curve 139.33 feet through a central angle of 93°54'58"; thence 8) South 24°02'49" East 418.18 feet to a point on a curve to the right having a radius of 596.00 feet, of which the radius point bears South 65°57'11" West; thence 9) along the arc of said curve 84.66 feet through a central angle of 08°08'19"; thence 10) South 74°05'30" West 65.58 feet to the point of beginning.

Description contains 3.06 acres.

The Basis of Bearing for the above description is South 00°30'49" East 2646.88 feet between the west quarter corner and the southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

**EXHIBIT B
TO
CONSERVATION EASEMENT**

PROPERTY MAP

**EXHIBIT C
TO
CONSERVATION EASEMENT**

The Property shall not be used for residential or commercial purposes except as permitted in this Exhibit C. Industrial uses are not permitted. The uses set forth in this Exhibit C detail specific activities that are permitted or prohibited under this Easement. The uses set forth in this Exhibit C are also intended to provide guidance in determining the consistency of other activities with the Conservation Purposes. Notwithstanding the uses set forth in this Exhibit C and, notwithstanding any provision of this Easement to the contrary, in no event will any of the permitted uses of the Property (whether set forth in this Exhibit C or elsewhere in this Easement) be conducted in a manner or to an extent that diminishes or impairs the Conservation Values or that otherwise violates this Easement.

1. VEGETATION MANAGEMENT. The Property shall be managed as land with native vegetation where habitat for wildlife is maintained. The removal, cutting or destruction of native vegetation is prohibited, except as reasonably incident to permitted activities or as otherwise permitted by this Exhibit C, to improve forest health (particularly compromised aspen trees) for disease or insect control, to mitigate the risk of wildfire, or to prevent property damage or personal injury. The new introduction of any non-native plant or animal species is prohibited other than those generally accepted for habitat improvement.

2. HABITAT RESTORATION ACTIVITIES. Activities to restore or enhance native plant communities or terrestrial are permitted, provided such activities are consistent with the Conservation Values and purpose of the Easement.

3. RECREATIONAL USES: The property may be used for non-motorized, recreational activities including, but not limited to hiking, trail running, mountain biking, sledding, cross country skiing, snowshoeing and picnics.

4. CAMPING. Owner may post signs to prohibit camping, squatting, and/or over-night occupation of the Property.

5. FENCES. Grantor may construct fences to maintain the privacy of adjacent residential lands, or for the protection of wildlife resources. Fences shall be of a design, construction material and color to minimize visual impact to the scenic enjoyment of the Property and impacts to wildlife.

6. TRAILS. The Mid-Mountain trail shall be maintained in its new alignment in the approximate location shown on the Trail Map attached as Exhibit B-1, with the exact trail alignment to be determined upon trail construction. The Drift trail shall also be maintained in the approximate location shown and will serve as a temporary alignment for the Mid-Mountain trail. Upon completion of construction of a new segment of the Mid-Mountain trail east of the trailhead parking lot, the segment of Drift situated south of Mid-Mountain trail shall remain in service while the segment north of the new Mid-Mountain trail alignment shall be closed for use and allowed to re-vegetate. The Mid-Mountain and Drift trails shall be made of natural surface materials, unpaved and

designed and maintained for human-powered public recreation such as hiking and mountain biking. The Mid-Mountain and Drift trails shall remain open and available for use by the public, subject to trail-use rules and regulations determined by Park City Municipal Corporation or its successor or assign. The Mid-Mountain trail may be re-aligned and improved from time-to-time and shall remain open and accessible to the public.

7. ADA ACCESS. Notwithstanding anything to the contrary, the terms of this Easement shall not prevent the Grantor from allowing the use of electric wheelchairs on the Property, or other power-driven mobility devices pursuant to Grantor's obligations under the American's With Disabilities Act of 1990, or other laws and regulations pertaining to the rights of persons with disabilities.

8. UTILITIES. With the exception of those easements granted in, created by, or anticipated by the plat for the larger development of which the Property is included, the granting of new utility corridors and/or easements to allow for the installation of new utilities to serve land other than the Property is prohibited. Notwithstanding, Grantor may allow for the grant of utility easements for the construction of and access to underground utilities to serve buildings and facilities within the B2 East Subdivision including but not limited to water and gas, proximate to the existing sewer line of record and as further described in the Baseline Report. Additionally, Grantee acknowledges that the plat to be recorded concurrently herewith includes certain sewer and gas line easements across the Property which shall service nearby properties, including certain property outside of the B2 East Subdivision. Among other things, these easements shall include rights related to access, installation, construction, and maintenance of the related utilities.

9. NEW ROADS. The construction of new roads is prohibited except as provided below. The existing unimproved road (Drift trail) to serve underground utilities as described in [2018 PLAT recorded documents (#1087538)] may be used and maintained for the maintenance and repair of utilities that serve adjacent buildings and amenities within the B2 East Subdivision as further described in the Baseline Report, as well as nonmotorized public outdoor recreation. A short connection may be built between the Drift trail and Twisted Branch Road above to provide access for utility companies and other beneficiaries of easements of record. See attached Exhibit ____.

10. CRANE OVERFLIGHT. During the process of construction of buildings and amenities within the B2 East Subdivision, and for a reasonable period of time following completion of construction, Grantor retains crane overflight rights over the Property for the purposes of transporting materials and equipment and for any other matter the Grantor deems necessary for completion of the construction in the B2 East Subdivision.

11. RESIDENTIAL AND INDUSTRIAL USES. The Property shall not be used for residential or industrial purposes and shall not be improved for vehicle access to adjacent lands.

12. SNOW STORAGE. Consistent with the snow storage easement identified on the plat to be recorded concurrently herewith, the Property may be used for the storage of snow plowed from the adjacent trailhead parking lot for the Mid-Mountain trail located on Marsac Avenue, east of the Property. The Parties acknowledge that the use of the Property for snow storage will cause some damage to undergrowth and plants on the Property. Snow storage areas shall be in the areas designated on the plat.

13. CHEMICAL AND BIOLOGICAL CONTROLS. In accordance with all applicable federal, state, and local laws and regulations, Grantor has the right to use agrichemicals and biological controls on the Property as necessary to control noxious weeds, pests, and for mosquito abatement. Chemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable noxious weed, pest, and mosquito abatement objectives. The use of such agents shall be conducted in a manner to minimize adverse effects on the natural values of the Property and to avoid any impairment of the natural ecosystems and processes.

14. PROBLEM OR DISEASED ANIMALS. Grantor may use legal methods to control diseased, invasive, and/or problem animals as permitted by state and federal laws.

15. ALTERATION OF WATERCOURSES AND TOPOGRAPHY. Grantor may not make any change, disturbance, alteration or excavation to the topography of the ground on the Property except as otherwise permitted by this Easement. Notwithstanding the foregoing, nothing herein shall bar the Grantor from performing those actions inherent to utility installation, maintenance, and access as provided and permitted herein.

16. SIGNS AND BILLBOARDS. Billboards and signs to advertise goods or services unrelated to permitted uses of the Property are prohibited. Grantee may install reasonable, unobtrusive signs to indicate that the Property is protected by a conservation easement. Trail signs are permitted.

17. FIRE SUPPRESSION. Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property or to protect adjacent lands from wildfires. Permitted potential means to reduce or remove high risk fuel loads may include, but would not be limited to: mechanized methods; biological controls, including slash, stack and burn; or controlled burns.

18. MOTORIZED VEHICLE USE. Motorized vehicle use for recreational purposes on the Property is prohibited, including, but not limited to the use of all-terrain vehicles (ATVs), snowmobiles, and motorcycles. Vehicle use in the provision of

emergency services is permitted. Vehicle use for the construction purposes expressly permitted herein is also allowed. Owner may permit the use of motorized vehicles for property improvements, maintenance or management consistent with the Conservation Purposes including, but not limited to, trail maintenance, fence construction, and fire suppression. Park City Municipal Corporation or a government organization with jurisdiction for the recreational management of the Property may prohibit, restrict or regulate the use of electric-powered recreational devices such as E-bikes, segways and drones.

19. SUBDIVISION. The Property may be granted, sold, exchanged, devised, gifted, transferred or otherwise conveyed in unified title as one parcel only. Subdivision, partition or creation of other parcels or lots whether by lot division, condominium, time share or other manner of ownership which creates discrete parcels or separate ownership or control of portions of the Property is prohibited. The Property may be common area within a condominium project encompassing additional land within the B2 East Subdivision. Grantee agrees that it shall not object to or otherwise interfere with the creation, modification, or amendment of a subdivision and/or condominium project within the B2 East Subdivision, including the Property, so long as this Easement, and the Conservation Values and Conservation Purposes, are preserved therein.

20. DEVELOPMENT RIGHTS. Except as provided herein, all Development Rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property are terminated and extinguished and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described or to any other property adjacent or otherwise for the purpose of determining density, lot coverage, or land area requirements, under otherwise applicable laws, regulations or ordinances controlling land use, building density or transfer for development rights. Notwithstanding the foregoing, nothing contained herein shall bar the Grantor from transferring the Development Rights from the Property to other property located within the B2 East Subdivision, either before or after the grant of this Easement.

21. MINING AND NATURAL RESOURCE DEVELOPMENT. Subject to pre-existing mineral rights of record, the exploration for or extraction of minerals, gas, hydrocarbons, soils, sands, gravel, or rock, or any other material on or below the surface of the Property is prohibited. Grantor will not grant any rights to any minerals, oil, gas, or hydrocarbons, including the sale or lease of surface or subsurface minerals or any exploration or extraction rights in or to the Property, and Grantor will not grant any right of access to the Property to conduct exploration or extraction activities for minerals, oil, gas, or hydrocarbons, or other substances on any other property. Notwithstanding the foregoing, Grantor makes no representation that it owns any mineral rights in relation to the Property, and the Parties acknowledge that this limitation is not effective as to any third party with preexisting mineral, oil, gas, or hydrocarbon rights of record.

22. NO HAZARDOUS MATERIALS. Use, dumping, storage, or other disposal of non-compostable refuse, trash, sewer sludge, unsightly or toxic materials or Hazardous Materials is prohibited on the Property. This prohibition does not impose liability on Grantee, nor shall Grantee be construed as having liability as a “responsible party” or “potentially responsible party” under CERCLA or other similar state or federal statutes.

23. DUMPING AND WASTE. No dumping, burying, storing, applying or releasing of waste, sewage, garbage, vehicles or appliances is allowed on the Property, except for appropriate routine storage of garbage and wastes from permitted uses of the Property pending transport for proper disposal, and except for disposal of excess fill resulting from the construction of improvements on the Property as permitted by this Easement.

24. INCONSISTENT OR ADVERSE ACTIONS. Any action or practice that is inconsistent with the Conservation Purposes or that diminishes or impairs the Conservation Values is strictly prohibited unless permitted herein.

The undersigned accepts and acknowledges that the Sommet Blanc Conservation Easement Baseline Report is an accurate representation of the property at the time the Conservation Easement was transferred to the Grantee.

_____, Grantor

Date _____

Cheryl Fox, Executive Director

Date _____

WHEN RECORDED, MAIL TO:

White Summit Development A, LLC
P.O. Box 980022
Park City, UT 84098

DECLARATION OF CONDOMINIUM

FOR

SOMMET BLANC

DECLARATION OF CONDOMINIUM

FOR

SOMMET BLANC

THIS DECLARATION OF CONDOMINIUM for SOMMET BLANC (“Declaration”) is made and executed by White Summit Development A, LLC, a Utah limited liability company, White Summit Development B, LLC, a Utah limited liability company, and White Summit Development C, LLC, a Utah limited liability company (collectively, the “Declarant”), for itself, its successors and assigns, pursuant to the provisions of Title 57, Chapter 8, Utah Code Annotated, as amended (“Act”).

1. RECITALS.

1. Declarant holds both legal and equitable title to the real property located in the County of Summit, State of Utah, hereinafter more particularly described, upon which Declarant desires to develop a condominium project.

2. Sommet Blanc is part of a master planned community development known as Empire Pass at Deer Valley, situated in Park City, Summit County, State of Utah (“Empire Pass”), organized pursuant to that certain Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass, recorded June 12, 2019, as Entry No. 1112485, in Book 2512, at Page 1740, as amended and/or supplemented from time to time (“Master Declaration”).

3. The covenants, conditions and restrictions contained in this Declaration and in the Exhibits hereto shall be enforceable equitable servitudes and shall run with the land.

4. Recorded simultaneously herewith is a Condominium Plat of the Project as required by the Act.

5. Declarant shall cause the incorporation and organization of the Association, which Association will maintain the Common Areas and Facilities within the Project as hereinafter described, provide for the management and operation of the Common Areas, levy and collect Common Assessments, and administer and enforce the terms of this Declaration.

6. All capitalized terms used in this Declaration shall have the definitions as set forth herein.

7. The Project shall be known as “Sommet Blanc” and is intended to be a condominium project pursuant to the Act.

2. DEFINITIONS.

1. Unless the context clearly indicates otherwise, certain terms as used in this Declaration and the foregoing Recitals shall have the meanings set forth in this Article 2.
2. “Act” shall mean the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code).
3. “Amendment” shall mean any amendment to this Declaration made in accordance with the Declaration and the Act.
4. “Articles” shall mean the Articles of Incorporation of the Sommet Blanc Owners Association, Inc.
5. “Association” shall mean the Sommet Blanc Owners Association, Inc., a non-profit corporation, organized for the purposes set forth in this Declaration.
6. “Building(s)” shall mean the building or buildings constructed as part of the Project, as described in Section 3.2.
7. “Bylaws” shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit C, as amended from time to time.
8. “City” shall mean Park City Municipal Corporation, a body politic of the State of Utah.
9. “Commercial Owner” shall mean any person or entity or combination thereof, at any time owning the Commercial Unit. The term “Commercial Owner” shall not include any Mortgagee (unless such Mortgagee has acquired title for other than security purposes).
10. “Commercial Unit” shall mean Unit CU-1 within the Project which has been designated in Exhibit A hereto, or any Amendment thereto, and/or on the Plat as a Commercial Unit.
11. “Common Area Manager” shall mean the person, firm or company designated by the Association to manage, in whole or in part, the affairs of the Association and the Common Areas and Facilities excluding the operation of the Units as residential and/or commercial facilities.
12. “Common Areas and Facilities” shall mean all portions of the Project other than the Units, as described in Article 6 hereof. The undivided interest in the Common Areas and Facilities appurtenant to each Unit is allocated among each Unit in the Project based

on the Par Value of such Unit, determined as described in Section 6.3 hereof, and is set forth in Exhibit A hereto.

13. “Common Assessments” shall mean those assessments described in Article 21 to fund the Common Expenses, and include Regular Common Assessments, Special Common Assessments and any other assessments levied by the Association.

14. “Common Expense Fund” shall mean one or more deposit or investment accounts of the Association into which are deposited the Common Assessments.

15. “Common Expenses” shall mean all expenses of the administration, maintenance, repair, or replacement of the Common Areas and Facilities, all premiums for insurance obtained by the Association for the benefit of the Project, the expenses of utilities that are not separately metered for each Unit, all expenses for meetings or social gatherings organized by the Association, and all other expenses denominated as Common Expenses by this Declaration or by the Act.

16. “Cost of Living Index” shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers: U.S. City Average, All Items 1982-1984 = 100 compiled by the Bureau of Labor Statistics, United States Department of Labor. The Index for December 2016 is the reference base index. Declarant may select any other comparable index which measures changes in the cost of living.

17. “County” shall mean Summit County, Utah.

18. “Declarant” shall mean White Summit Development A, LLC, a Utah limited liability company, White Summit Development B, LLC, and White Summit Development C, LLC, or any successor in interest as provided in the Act and in Article 27 below. White Summit Development C, LLC, shall exclusively enjoy the rights of the Declarant as set forth and described herein unless otherwise assigned in writing to any of the other Declarant parties identified in this Section. White Summit Development C, LLC, may assign any and all rights, in whole or in part, to White Summit Development A, LLC, and White Summit Development B, LLC, without approval or consent of the Association, any Member, and any third party.

19. “Declaration” shall mean this Declaration of Condominium, and all amendments, modifications and supplements hereto.

20. “Developmental Rights” shall mean the right to exercise any of the rights set forth in Article 11 hereof.

21. “Eligible Mortgagee” shall mean and refer to a First Mortgagee that has requested notice of certain matters from the Association in accordance with Section 19.1 of this Declaration.
22. “Empire Pass or Empire Pass at Deer Valley” shall mean and refer to that certain planned community situated in the County of Summit, State of Utah, more particularly described in Recital 1.2 above, of which the Project is a part.
23. “Employee Housing Unit” shall mean Units EMP-A, EMP-B, EMP-C1, EMP-C2, EMP-C3, EMP-C4.
24. “Guest Room(s)” shall mean that portion of the Common Areas and Facilities designated on the Plat as ADA Units A21-ADA and B21-ADA, and which may be rented to third parties by or for the benefit of the Association and are available for rental by Owners and their guests, as well as by persons having a physical disability, as set forth in Section 6.2 below.
25. “Limited Common Areas and Facilities” shall mean a portion of the Common Areas and Facilities designated by the Declaration or the Act, and as may be shown on the Plat and as set forth in Exhibit B as to ski lockers, storage units and spaces, and parking spaces, for the exclusive use of one or more, but fewer than all, of the Units. Neither this Declaration nor the Plat may be amended to change, modify, reassign, or terminate a Unit’s respective interest in the Limited Common Areas and Facilities without the express written consent of the Owner of the Unit to which the interest in the Limited Common Areas and Facilities is assigned.
26. “Resident Manager” shall mean the person(s) that the Association or the Common Area Manager may retain to serve as an on-site manager of the Project, to supervise the day-to-day operations of the Project and the Common Areas and Facilities.
27. “Management Committee” shall mean the Board of Trustees of the Association, appointed or elected in accordance with this Declaration and the Bylaws.
28. “Master Association” shall mean the Empire Pass Master Owners Association, Inc., a Utah nonprofit corporation, and its successors and assigns.
29. “Master Declaration” shall mean and refer to that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass, and all amendments, modifications and supplements thereto as more particularly described in Recital 1.2 above.

30. “Mortgage” shall mean any mortgage, deed of trust or other security instrument (including the seller’s rights under a contract for deed) by which a Unit or any part thereof or interest therein is encumbered. A First Mortgage is a Mortgage having priority as to all other Mortgages encumbering a Unit or any part thereof or interest therein.

31. “Mortgagee” shall mean any person or entity named as the mortgagee, beneficiary or holder of the seller’s interest (so long as a copy of the contract for deed is given to the Association) under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage. A First Mortgagee shall mean any person or entity holding a First Mortgage including any insurer or guarantor of a First Mortgage. Any and all Mortgagee protections contained in the Declaration shall also protect the Declarant as the holder of a First Mortgage of a Unit or any interest therein.

32. “Owner” shall mean any person or entity, including Declarant, at any time owning a Unit within the Project (including, to the extent permitted by law, those purchasing an interest pursuant to a contract for deed who have given written notice of their purchase and a copy of their contract to the Association) and shall include Commercial Owners and Residential Owners. The term “Owner” shall not refer to any Mortgagee, unless such Mortgagee has acquired title for other than security purposes.

33. “Par Value” shall mean the number of points assigned to each Unit in determining the percentage of undivided interest in the Common Areas and Facilities appurtenant to each Unit, as described herein and in the Act. In accordance with the provisions of the Act, the statement of Par Value should not be considered to reflect or control the sales price or fair market value of any Unit.

34. “Period of Declarant Control” shall mean the period of time that Declarant has sole authority to appoint and remove the members of the Management Committee of the Association, as set forth in Section 11.3.

35. “Plat” shall mean the Condominium Plat of Sommet Blanc recorded in the office of the County Recorder for Summit County, State of Utah, as it may be amended from time to time pursuant to this Declaration and the Act. The initial Plat may be amended at such time as the Buildings are constructed in the event there are material changes in the Buildings or Unit boundaries or elevations as constructed. Such an amendment to the Plat is expressly authorized and may be undertaken by Declarant without the joinder or consent of any other Owners.

36. “Project” shall mean the Property, the Units, the Common Areas and Facilities and all improvements submitted by this Declaration to the provisions of the Act.

37. “Property” shall mean that certain real property situated in the County of Summit, State of Utah, more particularly described in Section 3.1 hereinafter, on which the Units and other improvements are located.

38. “Regular Common Assessments” shall mean the annual assessments levied by the Association to pay the budgeted Common Expenses.

39. “Residential Unit” shall mean a Unit in the Project used for residential purposes.

40. “Residential Owner” shall mean any person or entity at any time owning a Residential Unit. The term “Residential Owner” shall not include any Mortgagee, unless such Mortgagee has acquired title for other than security purposes.

41. “Special Common Assessments” shall mean assessments which the Association may levy from time to time, in addition to the Regular Common Assessments, for unexpected Common Expenses or other purposes as provided herein.

42. “Square Footage” shall mean the number of square feet of ground or floor space within each Unit, computed as provided in Section 6.3, as set forth in the Plat and Exhibit A hereto. The calculation of square footage as contained in this Declaration and as shown on the Plat is final and binding upon all Owners irrespective of any later measurement of such square footages.

43. “Supplemental Plat” shall mean any amendment to the Plat made in accordance with this Declaration and the Act.

44. “Total Votes of the Association” shall mean the total number of votes appertaining to all Units, as described in Article 22 hereof.

45. “Unit” shall mean and refer to an individual portion of the Project designated as a Unit on the Plat and designed for separate ownership and occupancy as described in Section 4 hereof. The Project includes, and the definition of Unit shall be deemed to include, Residential Units and the Commercial Units.

46. “Unit Number” shall mean the number, letter or combination of numbers and letters that identifies only one Unit in the Project.

3. DESCRIPTION OF THE PROPERTY AND THE IMPROVEMENTS AND SUBMISSION TO THE ACT.

1. The Property on which the Units and improvements are located is situated in Summit County, Utah and more particularly described as follows:

See Exhibit D.

2. The initial improvements will consist of three (3) freestanding multi-story residential Buildings containing a total of forty-nine (49) Residential Units, excluding one (1) Commercial Unit, and six (6) Employee Housing Units. The Buildings will be of cast in place post-tension concrete construction on all levels below the penthouse level which will be of structural steel construction. The roofs will be flat or low sloped. Exteriors will be non-combustible and include board formed concrete, and glass fiber reinforced concrete simulated wood siding. The Buildings will be supplied with telephone, cable or satellite television, fiber optic connections, electricity, natural gas, water, and sewer service.

3. Declarant hereby submits the Property, the Buildings and all other improvements thereon to the provisions of the Act. All of the Project is and shall be held, conveyed, hypothecated, encumbered, leased, subleased, rented, used and improved as a residential condominium project. All of the Project is and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a plan for improvement of the Project and division thereof into Residential Units and Commercial Units; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, the successors and assigns of the Declarant, and any person acquiring, leasing, subleasing or owning an interest in the real property and improvements comprising the Project, their assigns, lessees, sublessees, heirs, executors, administrators, devisees and successors. In addition to the foregoing, each and all of the provisions of the Master Declaration, including any assessment provisions thereof, shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, the successors and assigns of the Declarant, and any person acquiring, leasing, subleasing or owning an interest in the real property and improvements comprising the Project, their assigns, lessees, sublessees, heirs, executors, administrators, devisees and successors.

4. DESCRIPTION OF UNITS.

The boundary lines of each Unit are as set forth on the Plat and consist of enclosed rooms bounded by the unfinished perimeter walls, ceilings, floors, doors, and windows thereof. The Units shall include any drywall, wall paneling, wood, tile, paint, paper, carpeting, or any other wall, ceiling, or floor covering, windows and window frames, shutters, doors and door frames. A Unit shall also include any fireplace or stove hearth, facing brick, tile or firebox. A Unit shall further include fixtures and hardware and all improvements attached to or contained within the unfinished perimeter walls, ceilings, and floors. A Unit shall include any heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical, audio-visual services, internet or other utility services to the Unit and located within the unfinished perimeter walls, ceilings, and floors; provided, however, that a Unit shall not include any of the structural components of the Buildings or utility or service lines located within the Unit but serving more than one Unit. It is anticipated that the electricity shall

be separately metered to each Unit, but that the cost of all other utilities is included in the Common Expenses; provided, however, that Declarant or the Association may install sub-meters or separately measure utility usage in the future, in which case each Owner shall pay the actual cost of his, her or its utility usage. For purposes of this Declaration, the term “unfinished perimeter wall” means the interior surfaces of the studs, supports, and other wooden, metal, or similar structural materials which constitute the interior face of a wall of a Unit. The Plat and/or **Exhibit A** hereto contain the Unit Number of each Unit in the Project.

5. EMPLOYEE HOUSING UNIT; RESIDENT MANAGER

1. Units EMP-A, EMP-B, EMP-C1, EMP-C2, EMP-C3 and EMP-C4 are hereby reserved and dedicated for use as Employee Housing Units, subject to that certain Deed Restriction Protecting the Affordability and Sustainability of Employee Housing Units at Sommet Blanc entered into by the Declarant and the City (“Deed Restriction”) and which shall be recorded concurrently with this Declaration. The Deed Restriction includes limitations on the transfer, occupancy and rental of the Employee Housing Unit.

2. In order to efficiently manage the Project and promptly address any emergencies that may arise, the owner(s) of the Employee Housing Unit(s), at its/their sole and absolute discretion, may rent the Employee Housing Unit(s) to the Resident Manager or other individuals involved in the management of the Project.

3. The rights, benefits, duties, and obligations of the owner(s) of the Employee Housing Unit(s) in the Association, including, but not limited to, the right to vote and the obligation to pay Assessments, shall be based upon a reduced Par Value as set forth in Section 6.3 so long as the Employee Housing Unit(s) are subject to the Deed Restriction. In the event that the Deed Restriction is removed from an Employee Housing Unit, the owner of that Employee Housing Unit shall enjoy the rights, benefits, duties, and obligations associated with a Unit on a standard Par Value.

4. The Declarant or one or more entities designated by the Declarant (“Declarant Designated Entity”) shall be the Owner of the Employee Housing Unit and shall own and managed it subject to the Deed Restriction. The Declarant or Declarant Designated Entity may, consistent with the terms of the Deed Restriction, sell or transfer ownership of the Employee Housing Unit. For such period the Declarant or Declarant Designated Entity owns the Employee Housing Unit, no assessments shall be assessed for the Employee Housing Unit and no voting rights shall exist in relation to the Employee Housing Unit. The Declarant or the Declarant Designated Entity may, in its sole discretion, unilaterally transfer, deed, and/or convey its interest in one or more of the Employee Housing Unit(s) to the Association (“EHU Transfer”), which Association agrees to accept the EHU Transfer so long as the Employee Housing Unit(s) are not encumbered by any outstanding financial obligations owed to third-party lenders, the City (not including the Deed Restriction), or Summit County. Following completion of the EHU Transfer, the Association shall be the Owner of the Employee Housing Unit(s) and shall own and manage it for the benefit of the Owners in the Association. The Association may,

consistent with the terms of this Declaration, the Bylaws, and the Deed Restriction, sell or transfer ownership of the Employee Housing Unit(s) only following satisfaction of the requirements that would apply to the sale or transfer of the Association's Common Areas and Facilities. For such period the Association owns the Employee Housing Unit(s), no assessments shall be assessed for the Employee Housing Unit(s) and no voting rights shall exist in relation to the Employee Housing Unit(s).

6. DESCRIPTION AND OWNERSHIP OF COMMON AREAS AND FACILITIES.

1. The Common Areas and Facilities shall mean and include the Property on which all Units are located and all portions of the Project not included as part of any Unit, including, but not by way of limitation: the foundation, columns, girders, beams, supports, perimeter and supporting walls, chimneys, flues, chimney cases, roofs, patios, decks, balconies, unassigned parking spaces, vestibules, entrances and exits of the Buildings; the mechanical installations of the Buildings consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, and heating and central air-conditioning which exist for use by one or more of the Owners, including the pipes, vents, ducts, flues, cable conduits, wires, telephone wire, and other similar utility installations used in connection therewith; trash rooms and storage rooms; the yards, sidewalks, walkways, parking areas, paths, grass, shrubbery, trees, planters, driveways, roadways, landscaping, gardens and related facilities upon the Property; the pumps, tanks, motors, fans, storm drainage structures, compressors, ducts, and, in general, all apparatus, installations, and equipment of the Buildings existing for use of one or more of the Owners; and, in general, all other parts of the Project designated by Declarant as Common Areas and Facilities and existing for the use of one or more of the Owners. In the event of a conflict between this Declaration and the Plat, the provisions of the Declaration shall control.

2. The Common Areas and Facilities also include the areas designated on the Plat as ADA Unit A21 and ADA Unit B21 and commonly referred to herein as the "Guest Room(s)." The Guest Room(s) will be operated by the Association for the use and benefit of the Owners and their guests, as well as unrelated persons, including persons with disabilities, desiring to rent nightly accommodations in the Project. The Guest Room(s) shall be constructed in compliance with the requirements of the Americans with Disabilities Act, the Fair Housing Act and other federal, state and local legislation requiring the provision of facilities that are accessible by persons with physical disabilities. The principal purpose of the Guest Room(s) is to provide accommodations to disabled persons desiring to rent nightly accommodations in the Project, as determined by Declarant. The use and occupancy of the Guest Room(s) shall be governed by rules and regulations adopted by the Declarant, and, after the Period of Declarant Control of the Association set forth in Section 11.3, by the Association. Such rules and regulations shall at all times give priority in the rental of the Guest Room(s) to persons with disabilities. Thereafter, priority shall be given to Owners desiring to rent the Guest Room(s) for their personal use or use by family and guests of Owners. The Association may also rent the Guest Room(s) to members of the public, in accordance with the rules and regulations adopted by the Association, so long as such use shall not unreasonably impair the

availability of the Guest Room(s) for disabled persons. Because the Guest Room(s) are part of the Common Areas and Facilities of the Project, all revenue generated from the rental of the Guest Room(s) shall inure to the benefit of the Association, and not to any individual Owner. Likewise, all expenses of maintaining, repairing and operating the Guest Room(s) shall be part of the Common Expenses. The Guest Room(s) may not be sold by the Association, but must remain part of the Common Areas and Facilities of the Project.

3. The undivided interest in the Common Areas and Facilities appurtenant to each Unit in the Project is based upon the Par Value of such Unit, which is determined by the number of points allocated to each Unit. In determining the Par Value of each Residential Unit, there shall be one (1) point allocated to each square foot. In determining the Par Value of the Commercial Unit, there shall be one-tenth (0.1) point allocated to each square foot. In determining the Par Value of an Employee Housing Unit, there shall be one-tenth (0.10) of a point allocated to each square foot. Because an Employee Housing Unit is or will be subject to covenants and restrictions limiting the manner in which it may be occupied and sold, an Employee Housing Unit has a lower Par Value than the Residential Units. The percentage of undivided interest in the Common Areas and Facilities appurtenant to each Unit shall be determined by dividing the number of points allocated to that Unit by the total number of points allocated to all Units in the Project, as set forth in attached Exhibit A. In accordance with the provisions of the Act, the statement of Par Value shall not be considered to reflect or control the sales price or fair market value of any Unit. Accordingly, no opinion, appraisal or market transaction may affect the Par Value of any Unit. Except as otherwise provided in this Declaration or the Act, the undivided interest appurtenant to each Unit shall have a permanent character and shall not be altered. The sum of the undivided interests in the Common Areas and Facilities allocated to all Units shall at all times equal one hundred percent (100%). Declarant is authorized to round the undivided interest of one or more Units in order to cause the total to equal one hundred percent (100%).

4. The Association shall be responsible for proper and timely maintenance of all portions of Project not the direct responsibility of a Unit Owner, including, but not limited to the Common Areas and Facilities. The Unit Owners shall be responsible for the proper and timely maintenance of all portions of their individual Units. In each case such maintenance shall include, at a minimum, the routine maintenance, maintenance inspections, and any other necessary repairs and maintenance called for as a result of such maintenance inspections as described in the Maintenance Manual from Declarant's Architect. The Management Committee shall adequately fund, on a continuing basis, a maintenance program to satisfy the Association's responsibilities. The Architect, the Contractor, and the Declarant, and their respective officers, directors, and employees, shall not be responsible to the Association nor its Owners for the proper and timely maintenance of the Common Areas and Facilities, the Limited Common Areas and Facilities, or the Units.

7. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES.

1. Limited Common Areas and Facilities means those parts of the Common Areas and Facilities which are limited to and reserved for the use of the Owners of one or more, but fewer than all, of the Units. Without limiting the foregoing, the Limited Common Areas and Facilities shall include any space designated as Limited Common Areas and Facilities on the Plat, including, but not limited to, any balcony, deck, patio, entryway, or porch adjacent to a Unit; any assigned parking space as designated on the Plat; any ski locker designated on the Plat; and storage area designated on the Plat; any individual water and sewer service lines, and any plumbing or other installation servicing a Unit, including, but not limited to, all such items designated as Limited Common Areas and Facilities on the Plat or as provided for by the Act. Individual parking spaces, storage areas, and ski lockers are assigned as Limited Common Area as shown on Exhibit B. The deck, balcony or patio which are accessible from, associated with, and which adjoin a particular Unit, without further reference thereto, shall be used in connection with such Unit to the exclusion of the use thereof by the other Owners, except by invitation. All furniture and other personal property of Owners placed on such deck, balcony or patio shall present a uniform appearance from the outside of the Units. All such furniture and personal property shall be installed only with the prior written approval of the Management Committee. The Management Committee shall have the right to establish rules limiting the style and type of furniture and other personal property that may be placed on decks, balconies or patios. No reference thereto need be made in any instrument of conveyance, encumbrance, or other instrument. The use and occupancy of designated Limited Common Areas and Facilities shall be reserved to the Units as shown on the Plat or as specified in this Declaration. Owners may not reassign Limited Common Areas and Facilities between or among Units in which they have an interest. Notwithstanding, Declarant hereby reserves the right and grants to the Association the right to reassign Limited Common Areas and Facilities to the fullest extent permitted under the Act, but may not reassign Limited Common Area without the consent of the Owner of the Unit to which such Limited Common Area is assigned. In the event of any rental of a Unit by an Owner, the Owner may reserve, at his or her discretion, usage rights in Limited Common Area parking spaces, ski lockers, or storage areas assigned to the Owner's Unit so long as the reservation does not cause a material burden on the Common Areas and Facilities. Infrastructure necessary for electric vehicle charging stations shall be provided within Limited Common Area parking spaces appurtenant to each Residential Unit.

8. NATURE AND INCIDENTS OF RESIDENTIAL UNIT OWNERSHIP.

1. Each Residential Unit is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, used, occupied, improved and otherwise affected in accordance with the provisions of this Declaration.

2. Subject to the limitations contained in this Declaration, and subject to any rules and regulations adopted by the Declarant or the Association, each Owner shall have the non-exclusive right to use and enjoy the Common Areas and Facilities and the exclusive

right to occupy and use their Residential Unit and any Limited Common Areas and Facilities designated for exclusive use by such Owner or all Owners.

3. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of their Residential Unit and the surfaces of all walls, ceilings, floors and doors within such boundaries. No Owner may change the type of floor covering that would have the potential for affecting sound transmission between Units (for example, from carpet to wood) without the prior approval of the Management Committee. Each Owner shall keep the interior of their Residential Unit, including without limitation, interior walls, windows, ceilings, floors and permanent fixtures and appurtenances thereto, in a sanitary condition and in a good state of repair. In the event that any such Residential Unit should develop an unsanitary condition or fall into a state of disrepair and in the event that the Owner of such Residential Unit should fail to correct such condition or state of disrepair promptly following written notice from the Management Committee, the Management Committee shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary condition or state of disrepair. Owners of adjoining Residential Units may not reassign or change the boundaries of such Residential Units. No Owner may subdivide their Residential Unit.

4. The Management Committee shall have the right, but not the obligation, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter into any Residential Unit for the purpose of (i) maintenance, including, but not limited to, snow removal from any deck, balcony or patio and window washing; (ii) repairs, including emergency repairs; and (iii) for the purpose of abating a nuisance, or a known or suspected dangerous or unlawful activity.

5. Nothing in this Declaration shall limit the rights of Declarant or any other Owner to operate the Residential Unit(s) owned by it for transient rental purposes. This provision may not be changed without the express written permission of the Commercial Owner. This right is reserved to the Commercial Owner because the Commercial Owner may make significant investments in the improvement of the Commercial Unit and may be materially injured in the event that any change is made to this Declaration which otherwise limits or prohibits transient rentals for the Project. The Deed Restriction prohibits transient rental of the Employee Housing Units.

6. The Association shall have the power to establish specific rules and regulations governing use of Limited Common Areas and Facilities.

7. The persons or entities who are at the time of reference Residential Owners shall, together with all other Owners, be members of the Association, the characteristics and nature of which are determined by the Act, the Declaration, the Bylaws, the Articles, and other applicable Utah law.

9. NATURE AND INCIDENTS OF COMMERCIAL UNIT OWNERSHIP.

1. The Commercial Unit is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, used, occupied, improved and otherwise affected in accordance with the provisions of this Declaration.

2. Except as otherwise provided herein, the Commercial Owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet, or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of the Commercial Owners' Unit, if any, and surfaces of all walls, ceilings, floors and doors within such boundaries, if any. The Commercial Owner shall also have the exclusive right to repair, maintain or modify any plumbing, venting, heating and air conditioning located within the boundaries of the Commercial Unit.

3. The persons or entities who are at the time of reference Commercial Owners shall be members of the Association, the characteristics and nature of which are determined by the Act, the Declaration, the Bylaws, the Articles and other applicable Utah law.

4. It is anticipated that the Commercial Unit identified as CU-1 on the Plat shall be used as a restaurant. The Commercial Unit may be developed for any other legal purpose as approved by the City and the Management Committee. The development or use of the Commercial Unit, including hours of operation, shall be as determined by the Commercial Owner. The Commercial Owner may, in its discretion, unilaterally transfer, deed, and/or convey its ownership interest in the Commercial Unit to the Association by deed. The Association shall then be the owner of the Commercial Unit. The Commercial Owner agrees to indemnify and defend the Association from any and all claims, suits, actions, demands, damages, attorney's fees, and costs concerning the Commercial Unit which directly arise from the period prior to the Commercial Owner's conveyance of the Commercial Unit to the Association.

10. TITLE TO UNITS.

1. Title to a Unit within the Project may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Utah.

2. Title to no part of a Unit within the Project may be separated from any other part thereof, and each Unit and the undivided interest in the Common Areas and Facilities appurtenant to each Unit shall always be conveyed, devised, encumbered and otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Unit, or any part thereof, shall be construed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire

Unit, together with all appurtenant rights created by law and by this Declaration, including appurtenant membership in the Association as herein set forth.

3. The Common Areas and Facilities shall be owned in common by all of the Owners, and no Owner may bring any action for partition thereof.

4. Each Owner shall have the right to encumber his or her interest in a Unit with a Mortgage. However, no Owner shall attempt to or shall have the right to encumber the Common Areas and Facilities or any part thereof except the undivided interest therein appurtenant to his or her interest in a Unit. Any Mortgage of any Unit within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

5. No labor performed or services or materials furnished with the consent of or at the request of an Owner may be the basis for the filing of a lien against the Unit of any other Owner, or against any part thereof, or against any other property of any other Owner (including interest in any portion of the Common Areas and Facilities) unless the other Owner has expressly consented to or requested the performance of such labor or furnishing of such services. Express consent shall be deemed to have been given by the Owner in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if authorized by the Association and provided for in the Declaration, shall be deemed to be performed or furnished with the express consent of each Owner. In such event, the Owner may remove his or her Unit from a lien against two or more Units or any part thereof by payment to the holder of the lien of the fraction of the total sums secured by such lien which is attributable to his or her Unit.

6. Every contract for the sale of a Unit, and every other instrument affecting title to a Unit within the Project, may describe a Unit by the name of the Project, the recording date for this Declaration, the County wherein the Project is located and its Unit Number as indicated in this Declaration or as shown on the Plat. Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas and Facilities, and to incorporate all the rights incident to ownership of a Unit within the Project and all of the limitations on such ownership as described in this Declaration.

7. Any person, on becoming an Owner, will furnish the Secretary of the Association with a photocopy of the recorded deed or other instrument or such other evidence as may be specified by the Management Committee under the Bylaws or the Association rules, vesting the person with the interest required to make him an Owner. At the same time, the Owner will provide the Association with the single name and address to which the Association will send any notices given pursuant to the governing documents of the Project. In the event of any change in the facts reported in the original written notice, including any change of ownership, the Owner will give a new written notice to the Association containing all of the information required to be covered in the original notice.

The Association will keep and preserve the most recent written notice received by the Association with respect to each Owner.

8. The Owners shall have the right to physically combine one or more Units with an adjoining Unit. In order to accomplish such combination, an Owner may remove or create additional interior walls subject to the terms of this Section and any other applicable provisions of this Declaration. Upon the combination of any Units, the Unit resulting from such combination shall be allocated the undivided interest of the predecessor Unit(s) in and to the Common Areas and Facilities. Such allocation shall be reflected by an amendment to Exhibit A hereto. An Owner must first obtain the consent of the Management Committee and all necessary approvals from any governmental authority having jurisdiction over the Project before exercising its rights herein. The cost and expense incurred for legal, architectural and/or engineering fees and all other costs and expenses incurred by the Association shall be borne by that party requesting such a change.

9. In order to combine any Units as provided above, the Owner(s) of such Units shall submit an application to the Management Committee, which application shall be executed by such Owner(s) and shall include (a) evidence that the proposed combination of Units complies with all building codes, fire codes and other applicable ordinances or resolutions adopted and enforced by the Master Association, Park City Municipal Corporation, Summit County and the State of Utah, and that the proposed action does not violate the terms of any Mortgage encumbering the Units, (b) the proposed reallocations, (c) the proposed form of amendments to this Declaration, including the Plat, as may be necessary to show the Unit which is created by the combination of Units and its dimensions and identifying numbers, (d) a deposit against attorneys' fees and costs which the Owners and/or the Association may incur in reviewing and effectuating the transaction, in an amount reasonably estimated by the Management Committee, (e) evidence satisfactory to the Management Committee that the Owner(s) has obtained or caused to be obtained all requisite insurance in connection with any construction required to effect the proposed action, (f) indemnification of the Association by the Owner(s) for any and all matters relating to the proposed action, and (g) such other information as may be reasonably requested by the Management Committee. To the extent possible, the Management Committee shall be permitted to execute and record any amendment effectuating the combination of Units. Notwithstanding the foregoing, no combination of Units shall be allowed which increases the number of "Unit Equivalents" (as defined by City ordinances and approvals) in the Project without the prior written consent of the Declarant and all necessary City approvals.

11. CERTAIN ADDITIONAL DEVELOPMENTAL RIGHTS.

The following additional Developmental Rights are hereby granted or reserved by Declarant:

1. Declarant hereby reserves an easement throughout the Project for a period of seven (7) years from the recording of this Declaration. The purpose of this easement is to

allow Declarant to complete all improvements contemplated by the Declaration and the Plat.

2. Declarant hereby reserves the right to maintain sales offices, management offices, signs advertising the Project and models in any of the Units which it owns or leases, or on the Common Areas and Facilities of the Project, for a period of seven (7) years from the recording of this Declaration. Declarant may relocate sales offices, management offices and models to other Units or Common Areas and Facilities at any time during such period.

3. There is hereby established a Period of Declarant Control of the Association, during which period Declarant or persons designated by it shall have the authority to appoint and remove the Association officers and members of the Management Committee. The Period of Declarant Control shall terminate no later than the earlier of:

(a) three (3) years after the first Unit is conveyed to an Owner; or

(b) after Units to which three-fourths (3/4) of the undivided interest in the Common Areas and Facilities appertain have been conveyed to Owners.

The Declarant may, at its option, terminate the Period of Declarant Control at any earlier date.

12. RESTRICTIONS ON USE.

Subject to the Developmental Rights, the Units, and Common Areas and Facilities, including but not limited to the Limited Common Areas and Facilities, except as otherwise permitted in writing by the Management Committee, shall be used in accordance with the following restrictions:

1. With the exception of the Commercial Unit, no Unit shall be used for commercial purposes; provided, however, that nothing in this Subsection shall prevent (a) Declarant or an affiliated entity or a duly authorized agent from using any Unit owned or leased by Declarant as sales offices and model Units or a property management office as provided in Section 11.2 hereof, or (b) any Owner or his or her duly authorized agent from renting or assigning the use of his or her Unit from time to time. The Commercial Unit within the Project may be used as a restaurant, as provided in the Park City Land Management Code, or for such other purposes as duly approved by the Management Committee and the City. The customers, clients, patrons, licensees, and renters of Commercial Owner shall be permitted to enter upon the Project and shall have a nonexclusive license across the Common Areas and Facilities to the extent reasonably necessary for access to such Commercial Units.

2. No noxious, offensive or illegal activity shall be carried on in or upon any part of the Project nor shall anything be done on or placed in or upon any part of the Project which is or may become a nuisance or may cause unreasonable embarrassment, disturbance or annoyance to Owners.

3. No activities shall be conducted, or improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.
4. No signs, flags or advertising devices of any nature, including, without limitation, political, informational or directional signs or devices, shall be erected or maintained on any part of the Project, except as may be necessary temporarily to caution or warn of danger, except as may be used by Declarant as part of its sales program.
5. The Master Declaration includes provisions governing the kind and number of pets that may be kept by an Owner. All such provisions shall be binding upon the Project and all Owners, occupants and guests. In addition, the rules and regulations of the Association may further regulate the kind and number of such pets from time to time.
6. The draperies, shades and other interior window coverings in Units shall present a uniform appearance from the outside of the Units. All draperies, shades or other interior window coverings shall be installed only with the prior written approval of the Management Committee. The Management Committee shall have the right to establish rules requiring window coverings to present a uniform appearance from the exterior of Buildings.
7. Except as otherwise provided in the Declaration, no Unit, or portions thereof, may be further divided or subdivided (either physically or legally) or a fractional portion thereof sold or conveyed so as to be held in divided ownership (as opposed to community property, tenancy in common, or other form of joint undivided ownership).
8. No Owner shall, without the prior written consent of the Management Committee, make or permit to be made any exterior alteration, improvement or addition in or to any Unit or the Project. No Owner shall, without the prior written consent of the Management Committee, do any act that would impair the structural soundness or integrity of the Buildings or the safety of property, impair any easement or hereditament appurtenant to the Project, or make or permit to be made any alteration, improvement or addition to the Common Areas and Facilities (including Limited Common Areas and Facilities). No Owner shall, without the prior written consent of the Declarant so long as the Declarant or an affiliate of Declarant owns any land or improvements in Sommet Blanc, improve or modify a Unit, any Limited Common Areas and Facilities or other Common Areas and Facilities in a manner that would increase the square footage of any Unit.
9. There shall be no obstruction of the Common Areas and Facilities by any Owner. Owners shall neither store nor leave any of their property in the Common Areas and Facilities, other than Limited Common Areas and Facilities appurtenant to their Unit, except with the prior consent of the Management Committee.
10. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or any part thereof which would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Unit which would increase the

rate of insurance on the Project or any part thereof over what the Association but for such activity, would pay, without the prior written consent of the Management Committee. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or any part thereof which would be in violation of any statute or rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas and Facilities or any part thereof shall be committed by any Owner or guest, lessee, licensee or invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or her or his or her guests, lessees, licensees or invitees.

11. No Owner shall violate the rules and regulations for the use of Units and Common Areas and Facilities as adopted from time to time by Declarant or the Association.

12.12 Timeshare/Fractional Ownership.

(a) No Unit may be sold or offered for sale to any Person or entity who is engaged in the business of any of the following (a “Timeshare Business”):

(i) the operation of a timesharing, fractional ownership, interval ownership, private residence club or similar program whereby the right to exclusive use of the Unit rotates among participants in the program, regardless of whether such program utilizes a fixed or floating schedule, a first come-first served reservation system or any other arrangement; or

(ii) for the operation of a reservation or time-use system among co-Owners of a Unit, regardless of whether or not any co-Owner may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating, if one or more of the following conditions exist:

A. the ownership interest in such Unit is marketed for sale to the public subject to such system, or

B. the co-Owners are or were required as a condition of purchase of the ownership interest in such Unit to subject the interest to a pre-determined reservation or time-use system among co-Owners.

(iii) the marketing, offering or selling of any club membership interest, limited liability company interest, limited partnership interest, program interest or other interest whereby the interest-holder acquires a right to participate in a reservation or time-use system among the interest-holders, or among the interest-holders and others, involving the Unit, or involving the Unit and other alternate or substitute properties, regardless of whether such interest is equity or non-equity, regardless of whether or not any interest-holder may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating (such interest referred to herein as an “Interest”), if one or more of the following conditions exist:

A. the Interest is marketed for sale to members of the public, or

B. the Interest-holders are or were required as a condition of purchase of the Interest to be subject to a pre-established or pre-determined reservation or time-use system among Interest-holders, or among Interest-holders and others; or

(iv) The marketing, offering or selling of “timeshare interests,” as that term is defined in the Utah Timeshare and Camp Resort Projects Act, Utah Code Ann. § 57-19-1, *et seq.* (the “Timeshare Act”).

(All of the foregoing uses, systems or programs described in this Section are hereinafter called a “Timeshare Program”).

(b) Notwithstanding anything in this Section 12.12, nothing herein shall be deemed to prohibit an Owner from leasing a Unit to a Timeshare Business so long as such lease does not make the Unit or the Project subject to the Timeshare Act and the regulations and registration requirements contained therein and so long as the lease otherwise complies with all other provisions in this Declaration. Any and all uses which would subject a Unit or the Project to the Timeshare Act are expressly prohibited.

(c) Mere co-ownership of a Unit, ownership of a Unit by an entity, or short-term leasing of a Unit shall not create a Timeshare Program unless it meets any of the conditions described above in this Section 12.12. The inclusion of a Unit in a nightly or other short term rental program shall not be considered to create a Timeshare Program. All use and occupancy arrangements falling within the definition of “timeshare interests” under the Timeshare Act shall be considered Timeshare Programs, but a determination that any use and occupancy arrangements do not constitute a “timeshare interest” under such Act shall not be determinative of whether such arrangements constitute a Timeshare Program hereunder. It is intended that the definition of “Timeshare Program” hereunder shall be broader than, and not limited by, the definition of “timeshare interest” in the Timeshare and Camp Resort Act.

13. Any lease agreement between an Owner and a lessee respecting a Unit shall be subject in all respects to the provisions of this Declaration, the Articles and Bylaws, and any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such lease agreements shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his or her Unit. An Owner shall be responsible and liable for any damage to the Project caused by its tenants.

14. All of the Project is and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth in the Master Declaration, each and all of which are declared and agreed to be for the benefit of the Project; further, each and all of the provisions of the Master Declaration, shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, the successors and assigns of said Declarant, and any person acquiring, leasing, subleasing or owning an interest in the Project, their assigns, lessees, sublessees, heirs, executors, administrators, devisees and successors. Each Owner, by accepting a deed to a Unit, recognizes that (a) the Project is subject to

the Master Declaration, and (b) by virtue of his ownership, he has become a member of the Master Association. Each Owner, by accepting a deed to a Unit, acknowledges that he has received a copy of the Master Declaration. The Owner agrees to perform all of his or her obligations as a member of the Master Association as they may from time to time exist, including, but not limited to, the obligation to pay assessments as required under the Master Declaration and other governing documents of the Master Association.

15. The Owners acknowledge that, as more particularly defined in the Master Declaration, the Master Association has the right to assess a transfer fee (“Transfer Assessment”) upon an Owner selling, transferring, leasing (for a term greater than fifteen years) or conveying a Unit (collectively, a “Transfer”) to a third party (“Transferee”). As more particularly described in the Master Declaration: (i) there are certain Transfers which are exempt from the Transfer Assessment; (ii) the Transfer Assessment shall be payable to the Master Association by the Transferee; and (iii) the Transfer Assessment equals the Gross Sales Price of a Unit multiplied by the Transfer Assessment Rate.

As more particularly described in the Master Declaration, the “Gross Sales Price” means the total consideration given by the Transferee for a Unit less actual customary expenses of sale (or the equivalent thereof which would have been received by the Owner had the Transfer been an arms-length, third-party cash transaction, in the event the Transfer is not an arms-length, third-party cash transaction).

As more particularly described in the Master Declaration, the “Transfer Assessment Rate” means one percent (1%) unless and until the Board of Directors of the Master Association adopts a different rate, provided that the such rate may not be higher than two percent (2%) unless the increase is approved by the affirmative vote of the Class A Memberships of the Master Association at a meeting duly called for such purpose. In the event of any conflict between the provisions of this Section 12.15 and the provisions of the Master Declaration, including future amendments to the Master Declaration, the terms and provisions of the Master Declaration shall control.

16. The Association may contract or cooperate with the Master Association or with other homeowners' associations or entities within Empire Pass as convenient or necessary to provide services and privileges, such as access to recreational and transportation facilities in Empire Pass, and to fairly allocate costs among the parties utilizing such services and privileges which may be administered by the Association or such other organizations, for the benefit of Owners and their family members, guests, tenants and invitees. The costs associated with such efforts by the Association (to the extent not chargeable to other organizations) shall be a Common Expense.

17. The Association shall have the power, subject to the primary power of the Board of Directors of the Master Association, to enforce the covenants and restrictions contained in the Master Declaration, but only as said covenants and restrictions relate to the Project.

18. The Project is located adjacent to a privately owned and operated skiing facility and recreation area (the “Ski Facility”), which is open to the public and may generate an

unpredictable amount of visible, audible and odorous impacts and disturbances at all times of the day and night from activities relating to the construction, operation, use and maintenance thereof. The activities associated with the Ski Facility include, without limitation: (a) vehicular and residential traffic, including, without limitation (i) buses, vans, snowcats, snowmobiles and other vehicles which transport residents and guests of the Ski Facility over, around and through the Ski Facility, and (ii) construction vehicles and equipment; (b) activities relating to the construction, maintenance and grooming of all pedestrian trails, bridges and tunnels located in or around the Project; (c) activities relating to the construction, operation and maintenance of ski trails, biking and hiking trails, skiways, and skier bridges and tunnels relating to the Ski Facility, including, without limitation, (i) tree cutting and clearing, grading and earth moving, and other construction activities, (ii) construction, operation and maintenance of access roads, snowmaking equipment and chair lifts, gondolas and other skier transportation systems, (iii) operation of snow making equipment and facilities, and (iv) operation of snow-grooming vehicles, snowmobiles, trail grooming machinery, snow plows and other snow removal machinery and equipment, and safety and supervision vehicles; and (d) activities relating to the use of the Ski Facility, including, without limitation, skiing, snowboarding, hiking, horseback riding, bicycling and other recreational activities and organized events and competitions relating to such activities.

19. Declarant is not the operator of the Ski Facility, and accordingly, Declarant cannot make any representations relating thereto. Neither Declarant nor any of its employees or agents have made any representations regarding the opening or closing dates of the Ski Facility in any given year. The operator of the Ski Facility may decide, in its sole discretion, whether any or all of the chairlifts (including those that serve the Project) should be operated.

20. No interest in or right to use any amenity located on or near the Project, such as spas, club facilities, ski facilities or the like, shall be conveyed to an Owner pursuant to this Declaration. The owners of nearby facilities shall have the right, in their sole discretion, to remove, relocate, discontinue operation, restrict access to, charge fees for the use of, sell interests in or otherwise deal with such assets in their sole discretion without regard to any prior use of or benefit to any residents of the Project.

21. Ownership of real property in mountain areas involves certain inherent inconveniences and risks. These include, but are not limited to, (a) sliding snow and ice, (b) dripping water onto decks, porches and walkways from snow melt, (c) snow and ice build-up on decks and porches during winter months, (d) the need to remove snow from roofs and decks to prevent damage to these structures, (e) adverse travel conditions, (f) the effects of harsh weather and high altitude upon construction procedures and costs, building materials and finishes, (g) health risks from high altitude and severe weather, and (h) other inconveniences and risks arising from the high altitude and sometimes severe weather conditions in the Rocky Mountains.

22. Owners acknowledge that other properties located in the vicinity of the Project may be developed pursuant to the land uses and restrictions set forth in the applicable zoning for Empire Pass, with no representation being made herein concerning the

planned uses of such other properties. Owners acknowledge that the zoning for the property on which the Project is located and for other properties in the vicinity of the Project is established and governed by the Park City Land Management Code and certain agreements between Park City and the master developer of Empire Pass, as the same may be amended or replaced from time to time.

23. All Owners are given notice that use of their Units and the Common Areas and Facilities is limited by the rules and regulations of the Association as modified from time to time. By acceptance of a deed, each Owner acknowledges and agrees that the use and enjoyment and marketability of the Owner's Unit can be affected by this provision and that the rules and regulations may change from time to time.

13. ASSOCIATION AND MANAGEMENT COMMITTEE.

1. The persons or entities who are at the time of reference Owners shall, together with all other Owners, be members of the Association, the characteristics and nature of which are determined by the Act, the Declaration, the Bylaws, the Articles and other applicable Utah law. The Association shall be governed by the following provisions:

1.1. The management and maintenance of the Project and the administration of the affairs of the Association shall be conducted by a Management Committee consisting of not less than three (3) nor more than five (5) natural persons as provided in the Bylaws. The Management Committee shall be elected as provided in this Declaration and in the Bylaws.

1.2. Except as otherwise provided herein, the Management Committee shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Act, this Declaration and the Bylaws, including but not limited to the following:

1.2.1. To make and enforce all rules and regulations covering the operation and maintenance of the Project and the Units.

1.2.2. To engage the services of the Common Area Manager, accountants, attorneys or other employees or agents and to pay to said persons a reasonable compensation therefore.

1.2.3. To operate, maintain, repair, improve and replace the Common Areas and Facilities.

1.2.4. To determine and pay the Common Expenses.

1.2.5. To assess and collect the proportionate share of Common Expenses from the Owners, as provided in Article 21 hereinafter.

- 1.2.6. To enter into contracts, deeds, leases and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.
- 1.2.7. To open bank accounts on behalf of the Association and to designate the signatories therefore.
- 1.2.8. To purchase, hold, sell, convey, mortgage or lease any one or more Units in the name of the Association or its designee.
- 1.2.9. To bring, prosecute and settle litigation for itself, the Association and the Project, provided that it shall make no settlement which results in a liability against the Management Committee, the Association or the Project in excess of \$200,000 (as measured in year 2022 dollars and thereafter adjusted by the Cost of Living Index) without the prior approval of a majority of the Total Votes of the Association at a meeting or by written ballot distributed to Owners by mail; provided, any settlement which would be paid from proceeds of insurance which may be settled by the Association's insurance carrier and which in either case results in no actual liability of funds of the Association in excess of \$200,000 shall not require Association approval.
- 1.2.10. To obtain insurance for the Association with respect to the Units and the Common Areas and Facilities, as well as worker's compensation insurance.
- 1.2.11. To repair or restore the Project following damage or destruction or a permanent taking by the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation not resulting in the removal of the Project from the provisions of the Act.
- 1.2.12. To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Owners, items of personal property necessary to or convenient to the management of the business and affairs of the Association and the Management Committee and to the operation of the Project, including without limitation furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.
- 1.2.13. To pledge, hypothecate or otherwise encumber current or future Assessments for any purpose permitted under this Declaration.

- 1.2.14. To keep adequate books and records and implement the policies and procedures for the inspection of the books and records of the Project by Owners in accordance with the terms of the Bylaws. The Association or the Management Committee shall make available to the Owners, Mortgagees and the holders, insurers and guarantors of the First Mortgage on any Unit current copies of the Declaration, Articles, Bylaws and other rules governing the Project and other books, records and financial statements of the Association. “Available” shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.
- 1.2.15. To do all other acts necessary for the operation and maintenance of the Project, including the maintenance and repair of any Unit if the same is necessary to protect or preserve the Project.
- 1.2.16. To prepare, adopt, amend and disseminate budgets and other information from time to time in accordance with the terms of the Bylaws.
- 1.2.17. To grant easements and rights-of-way over the Common Areas and Facilities and to approve signage for the Project.
- 1.2.18. To adopt fees to be paid to the association with the rental of residential units (but not the EHU) not to exceed five percent (5%) of the gross rental income, which may be incorporated into the Association’s rules and regulations.
- 1.3. Subject to the limitations of Section 13.1.4 hereof, the Act and any other applicable law, the Management Committee may delegate to a Common Area Manager by written agreement all of the foregoing powers, duties and responsibilities referred to in this Section 13.1.
- 1.4. It is anticipated, but not required, that the Management Committee or the Common Area Manager shall retain the services of a Resident Manager, who may live at the Project in an Employee Housing Unit (at the absolute and sole discretion of the owner of an Employee Housing Unit), and who shall serve as an “on-site manager” for the Project and supervise the day-to-day operations of the Project. All compensation and other costs relating to retention of the Resident Manager, including rent and rent-related costs if the Resident Manager resides in the Employee Housing Unit, shall be part of the Common Expenses.

- 1.5. The Management Committee may convey or subject to a Mortgage all or portions of the Common Areas and Facilities of the Project if Owners entitled to cast a majority of the Total Votes of the Association agree to that action at a meeting or by written ballot distributed to Owners by mail. Any such agreement shall comply with all other applicable provisions of the Act.
- 1.6. Members of the Management Committee, the officers and any assistant officers, agents and employees of the Association (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Project, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.
- 1.7. When a member of the Management Committee is sued for liability for actions undertaken in his or her role as a member of the Management Committee, the Association shall indemnify him or her for his or her losses or claims, and undertake all costs of defense, until and unless it is proven that he or she acted with willful or wanton misfeasance or with gross negligence. After such proof the Association is no longer liable for the cost of defense, and may recover costs already expended from the member of the Management Committee who so acted. Members of the Management Committee are not personally liable to the victims of crimes occurring at the Project. Punitive damages may not be recovered against the Association, but may be recovered from persons whose activity gave rise to the damages.
- 1.8. Neither the Management Committee nor the Common Area Manager shall sell any property of the Association except as permitted by the Act and this Declaration.
- 1.9. The Association acting through the Management Committee may enter into a contract with a Common Area Manager for the management of the Project which complies with the requirements of Section 13.1.2 hereof as applicable to the Project. The Common Area Manager so engaged shall be

responsible for managing the Project for the benefit of the Association and the Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Association, be authorized to perform any of the functions or acts required to be performed by the Association itself.

2. The Association may contract or cooperate with the Master Association or with other homeowners' associations or entities within Empire Pass as convenient or necessary to provide services and privileges, such as access to recreational facilities in Empire Pass, and to fairly allocate costs among the parties utilizing such services and privileges which may be administered by the Association or such other organizations, for the benefit of Owners and their family members, guests, tenants and invitees. The costs associated with such efforts by the Association (to the extent not chargeable to other organizations) shall be a Common Expense.

3. NOTWITHSTANDING THE DUTY OF THE ASSOCIATION TO MAINTAIN AND REPAIR PORTIONS OF THE PROJECT, AND EXCEPT TO THE EXTENT COVERED BY ASSOCIATION INSURANCE AS DESCRIBED IN ARTICLE 15, THE ASSOCIATION SHALL NOT BE LIABLE TO OWNERS FOR INJURY OR DAMAGE, OTHER THAN FOR THE COST OF MAINTENANCE AND REPAIR, CAUSED BY ANY LATENT CONDITION OF THOSE PORTIONS OF THE PROJECT TO BE MAINTAINED AND REPAIRED BY THE ASSOCIATION OR CAUSED BY THE ELEMENTS OR OTHER OWNERS OR PERSONS.

14. MAINTENANCE, ALTERATION AND IMPROVEMENT.

1. The maintenance, replacement and repair of the Common Areas and Facilities shall be the responsibility of the Association, and the cost thereof shall be a Common Expense. All incidental damages caused to a Unit by the maintenance, replacement and repairs of the Common Areas and Facilities or utility services shall be repaired promptly and the cost thereof charged to the Association as a Common Expense.

2. Some of the Common Areas and Facilities are or may be located within the Units or may be conveniently accessible only through the Units. The Association, its agents and contractors, shall have the irrevocable right to have access to each Unit and to all Common Areas and Facilities from time to time during such reasonable hours as may be necessary for the cleaning, repair or replacement of any Common Areas and Facilities or for making any emergency repairs at any time and when necessary to prevent damage to the Common Areas and Facilities or to any Unit. The Association shall also have the irrevocable right to have access to any Unit when necessary in connection with any cleaning, maintenance, repair, replacement, painting, landscaping, construction or reconstruction for which the Association is responsible or for the purpose of abating a nuisance or a known or suspected dangerous or unlawful condition. Such entry shall be made with as little inconvenience to the Owners as is practicable under the circumstances and any damage caused thereby shall be repaired by the Association.

3. Notwithstanding anything in this Declaration to the contrary, the Owner at the Owner's expense shall maintain and keep in repair the interior of the Unit, including the fixtures and utilities located in the Unit to the extent current repair shall be necessary in order to avoid damaging other Units or the Common Areas and Facilities. All fixtures, equipment, and utilities installed and included in a Unit serving only that Unit, commencing at a point where the fixtures, equipment and utilities enter the Unit, shall be maintained and kept in repair by the Owner of that Unit. An Owner shall also maintain and keep in repair any entry door or doors serving such Unit. An Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of any Building, or impair any easement or hereditament. Except as otherwise provided in this Declaration, an Owner shall also have the obligation to maintain and keep in repair all appurtenant Limited Common Areas and Facilities at such Owner's expense, including any exterior ski locker, if any, appurtenant to a Unit. Except as otherwise expressly set forth in this Declaration, no Owner shall alter any Common Areas and Facilities without the prior written consent of the Association.

4. Notwithstanding anything in this Declaration to the contrary, each Owner shall have the right to install speakers and other audio-visual equipment in the ceilings and interior walls within such Owner's Unit; provided, however, that sufficient insulation must be installed and sufficient acoustical measures must be taken to prevent any noise, vibrations or other interference from entering adjacent units.

5. In the event that portions of a Unit or other improvements are not properly maintained and repaired, and if the maintenance responsibility for the unmaintained improvement lies with the Owner of the Unit, or in the event that such improvements are damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after written notice to the Owner and the expiration of a thirty (30) day cure period, and with the approval of the Management Committee, shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit and other improvements to a condition of good order and repair; provided, however, if such repair and reconstruction due to an event of casualty cannot be reasonably performed within such thirty (30) day cure period, the Owner shall have such time as reasonably required to perform such repair and reconstruction so long as the work has been commenced within such cure period and is diligently pursued to completion. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Unit, upon demand. All unreimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with Article 21 of this Declaration.

6. Subsequent to the filing of the Plat and recording of this Declaration, no labor performed or materials furnished for use and incorporated in any Unit with the consent of or at the request of the Owner of the Unit or the Owner's agent, contractor or

subcontractor shall be the basis for the filing of a lien against a Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Areas and Facilities except as to the undivided interest therein appurtenant to the Unit of the Owner for whom such labor shall have been performed or such materials shall have been furnished. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien for labor performed or for materials furnished in work on such Owner's Unit against the Unit of another Owner or against the Common Areas and Facilities, or any part thereof.

7. At its own initiative or upon the written request of any Owner (if the Association determines that further action by the Association is proper), the Association shall enforce the indemnity provided by the provisions of Section 14.6 above by collecting from the Owner of the Unit on which the labor was performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanic's lien, including all costs and reasonable attorneys' fees incidental to the lien, and obtain a release of such lien. In the event that the Owner of the Unit on which the labor was performed or materials furnished refuses or fails to so indemnify within seven (7) days after the Association shall have given notice to such Owner of the total amount of the claim, or any portions thereof from time to time, then the failure to so indemnify shall be a default by such Owner under the provisions of this Section, and such amount to be indemnified shall automatically become a default Assessment determined and levied against such Unit, and enforceable by the Association in accordance with Article 21 below.

8. Pursuant to the terms and provisions of the Master Declaration and that certain Maintenance Agreement between the City, United Park City Mines Company, Blue Ledge Corporation and the Master Association, including any amendments, modifications or replacements thereto, the Master Association has covenanted with the City that it will, at all times, provide or cause the Association, if appropriate, to provide, all necessary maintenance and repairs to certain roadways, walkways, tunnels, bridges, culinary water system components and other public infrastructure within Empire Pass at Deer Valley (collectively referred to herein as the "Community Areas"). In the event the Master Association defaults in the performance of its covenants to maintain and repair the Community Areas as set forth in the Maintenance Agreement, then the City shall have the right (but not the obligation) to cause such maintenance and repair work to be performed on behalf of the Master Association or the Association, if appropriate. In the event that the City exercises such right, the City shall have the right to assess the members of the Master Association or the Association, if appropriate, in the amount necessary to pay the costs of such maintenance and repair work to the Community Areas, together with reasonable administrative/overhead costs not to exceed ten percent (10%).

9. The Association shall develop a maintenance and repair budget sufficient to provide for the maintenance requirements set forth in the Maintenance Manual (as defined herein), as well as a contingency for repairs and annual inspection of major systems, including, but not limited to, the roof and any curtain wall. The Association shall ensure performance of, at a minimum, all maintenance requirements described in the

Maintenance Manual. The “Maintenance Manual” is a manual to be prepared by a third party consultant for the benefit of the Association outlining the required maintenance procedures for the various components and systems of the Project, as may be amended from time to time. The Management Committee shall review and, as necessary, cause the Maintenance Manual to be revised periodically, but no less often than every three years.

15. INSURANCE.

1. The Association shall at all times maintain in force insurance meeting the following requirements:

- 1.1. A “master” or “blanket” type policy of property insurance shall be maintained covering the entire Project, including: Common Areas and Facilities; Limited Common Areas and Facilities; all Buildings; all Units, including any fixtures, improvements, or betterments installed at any time in a Unit or the Limited Common Areas and Facilities appurtenant thereto; fixtures, machinery, building service equipment, personal property and supplies comprising a part of the Common Areas and Facilities maintained for the service of the Project or owned by the Association, but excluding items normally not covered by such policies. References herein to a “master” or “blanket” type policy of property insurance are intended to denote single entity insurance coverage. At a minimum, such “master” or “blanket” policy shall afford protection against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, which are customarily covered with respect to projects similar to the Project in construction, location, and use. Such “master” or “blanket” policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all elements of the Project covered by such policy, excluding items normally excluded from coverage. Each Owner is an insured person under a property insurance policy. If the Management Committee deems such advisable, the insurance policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement (under which the insurer agrees to replace the insurable property regardless of the cost) and, if the policy includes a co-insurance clause, an Agreed Amount Endorsement (which waives the requirement for co-insurance); or (2) a Replacement Cost Endorsement (under which the insurer agrees to pay up to one hundred percent (100%) of the property’s insurable replacement cost but no more) and, if the policy includes a co-insurance clause, an Agreed Amount Endorsement (which waives the requirement for co-insurance). Unless the Management Committee otherwise determines, the maximum deductible amount for such a policy covering the Common Areas and Facilities shall be the lesser of Fifty Thousand Dollars (\$50,000) or one percent (1%) of the policy face amount. However, for losses related to individual Units that are covered by such a policy, the maximum deductible related to each individual Unit shall be the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the Unit’s

insurable value. Funds to cover these deductible amounts shall be included in the Association's operating reserve account.

- 1.2. The Association shall maintain in force, and pay the premium for a policy providing comprehensive general liability insurance coverage covering all of the Common Areas and Facilities, Building exteriors, public ways in the Project, all other areas of the Project that are under the Association's supervision, and any commercial spaces owned by the Association, if any, whether or not such spaces are leased to some third party. The coverage limits under such policy shall be in amounts generally required by private institutional mortgage investors for projects similar to the Project in construction, location, and use. Nevertheless, such coverage shall be for at least Three Million Dollars (\$3,000,000) for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. Coverage under such policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas and Facilities, Building exteriors, and legal liability arising out of lawsuits related to employment contracts of the Association. Additional coverages under such policy shall include protection against such other risks as are customarily covered with respect to projects similar to the Project in construction, location, and use, including but not limited to (where economically feasible and if available), bailee's liability, elevator collision liability, garage keeper's liability, host liquor liability, contractual and all-written contract insurance, workers' compensation and employer's liability insurance, and comprehensive automobile liability insurance. If such policy does not include "severability of interest" in its terms, the policy shall include a special endorsement to preclude an insurer's denial of any Owner's claim because of negligent acts of the Association or any other Owner. Such policy shall provide that it may not be canceled or substantially modified, by any party, without at least thirty (30) days' prior written notice to the Association and to each First Mortgagee which is listed as a scheduled holder of a Mortgage in such policy.
- 1.3. The Association shall at all times maintain in force and pay the premiums for "blanket" fidelity bonds for all officers, members, and employees of the Association and for all other persons handling or responsible for funds of or administered by the Association whether or not that individual receives compensation for services. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to the Common Area Manager, the Common Area Manager shall provide "blanket" fidelity bonds, with coverage identical to such bonds required of the Association, for the Common Area Manager's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. In addition, the Common Area Manager shall, within a

reasonable time period, submit evidence to the Association that he or she has secured such fidelity insurance. The total amount of fidelity bond coverage required shall be based upon the Association's best business judgment and shall not be less than the estimated maximum amount of funds, including reserve funds, in the custody of the Association, or the Common Area Manager, as the case may be, at any given time during the term of each bond.

- 1.4. The name of the insured under each policy required to be maintained by Section 15.1 shall be the Association for the use and benefit of the individual Owners. (Said Owners shall be designated by name if required by law.) Notwithstanding the requirement of the two immediately foregoing sentences, each such policy may be issued in the name of an authorized representative of the Association, including any trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), for the use and benefit of the individual Owners. Loss payable shall be in favor of the Association (or Insurance Trustee), as a trustee for each Owner and each such Owner's Mortgagee. Each Owner and each such Owner's Mortgagee, if any, shall be beneficiaries of such policy. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.
- 1.5. Each policy required to be maintained by Section 15.1 shall contain the standard mortgage clause, or equivalent endorsement (without contribution), commonly accepted by private institutional mortgage investors in the area in which the Project is located. In addition, such mortgage clause or another appropriate provision of each such policy shall provide that the policy may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in the policy.
- 1.6. Each policy required to be maintained by Section 15.1 shall provide, if available, for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Owners individually; the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively or the Association; and the policy is primary in the event the Owner has other insurance covering the same loss.
- 1.7. In contracting for the policies of insurance required to be maintained by Section 15.1, the Management Committee shall make reasonable efforts to secure (where economically feasible and reasonably available) coverage commonly required by private mortgage investors for projects similar in construction, location and use.

- 1.8. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured on behalf of the Association, the Association's authorized representative, including any Insurance Trustee, who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Owner hereby appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as his or her attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or any Insurance Trustee, shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the use and benefit of the Owners and their Mortgagees, as their interests may appear.
- 1.9. Each insurance policy maintained pursuant to the foregoing Sections 15.1.1, 15.1.2, and 15.1.3 shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a B general policyholder's rating or a financial performance index of 6 or better in the Best's Key Rating Guide or an A or better rating from Demotech, Inc., or which is written by Lloyd's of London. No such policy shall be maintained where: (1) under the terms of the carrier's charter, bylaws, or policy, contributions may be required from, or assessments may be made against, an Owner, a Mortgagee, the Management Committee, or the Association; (2) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Management Committee, the Association, or Owner) from collecting insurance proceeds. The provisions of this Article 15 shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.
- 1.10. All insurance policies shall be reviewed at least annually by the Management Committee in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Project which may have been damaged or destroyed. In addition, such policies shall be reviewed to determine their compliance with the provisions of this Declaration.

2. Notwithstanding anything in this Article 15 to the contrary, it shall be the responsibility of each Owner, at such Owner's expense, to maintain physical damage insurance on such Owner's personal property and furnishings and on any upgrade made to the structures and fixtures of the Owner's Unit. In addition, an Owner may obtain such other and additional insurance coverage on and in relation to the Owner's Unit as the Owner in the Owner's sole discretion shall conclude to be desirable. However, none of such insurance coverages obtained by such Owner shall affect any insurance coverage obtained by the Association or cause the diminution or termination of that insurance coverage, nor shall such insurance coverage of an Owner result in apportionment of insurance proceeds as between policies of insurance of the Association and the Owner. An Owner shall be liable to the Association for the amount of any such diminution of insurance proceeds to the Association as a result of insurance coverage maintained by the Owner, and the Association shall be entitled to collect the amount of the diminution from the Owner as if the amount were a default Assessment, with the understanding that the Association may impose and foreclose a lien for the payment due. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners. Each Owner shall be responsible to provide insurance coverage for the amount of any additional value to any Unit caused by any improvement to the Unit made by such Owner and not initially made by Declarant, including, but not limited to, the value of structural upgrades or fixtures supplied by the Owner, or if the applicable insurance is to be provided by the Association, for any additional insurance costs associated with such increased value due to the improvements.

3. An Owner who owns a Unit that has suffered Unit Damage (defined below) as part of a Covered Loss (defined below) is responsible for an amount calculated by applying the Unit Damage Percentage (defined below) for that Unit to the amount of the deductible under the property insurance policy of the Association. If an Owner does not pay such amount within thirty (30) days after substantial completion of the repairs to the Unit, the Association may levy an assessment against the Owner for that amount. As used in this paragraph, "Covered Loss" means a loss, resulting from a single event or occurrence, that is covered by a property insurance policy of the Association, "Unit Damage" means damage to a Unit or to Limited Common Areas and Facilities applicable to that Unit, or both, and "Unit Damage Percentage" means the percentage of total damage resulting in a Covered Loss that is attributable to Unit Damage. If, in the exercise of the business judgment rule, the Management Committee determines that a Covered Loss is likely not to exceed the property insurance policy deductible of the Association and until it becomes apparent the covered loss exceeds the deductible of the property insurance of the Association and a claim is submitted to the property insurance insurer of the Association:

- 3.1. the Owner's policy is considered the policy for primary coverage to the amount of the policy deductible of the Association for Unit Damage;
- 3.2. the Association is responsible for any Covered Loss to any Common Areas and Facilities;

- 3.3. an Owner who does not have a policy to cover Unit Damage is responsible for that damage and the Association may recover any payments the Association makes to remediate the Unit Damage; and
- 3.4. the Association need not tender the claim to the Association's insurer. The Association shall provide notice to an Owner of such Owner's payment obligations described in this Subsection.

16. DESTRUCTION OR DAMAGE.

1. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the Association as his or her attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. All insurance proceeds shall be payable to the Association except as otherwise provided in this Declaration.

2. Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having substantially the same vertical and horizontal boundaries as before.

3. In the event all or any part of the Project is damaged or destroyed, the Association shall proceed as follows:

- 3.1. The Association shall give timely written notice to any Eligible Mortgagee on a Unit who requests such notice in writing in the event of substantial damage to or destruction of any part of the Common Areas or Facilities or a Unit subject to such First Mortgage.
- 3.2. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct the part of the Project damaged or destroyed.
- 3.3. If the proceeds of the insurance maintained by the Association equal or exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, such repair and reconstruction shall be carried out.

- 3.4. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if less than seventy-five percent (75%) of the Project is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy a Special Common Assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such Special Common Assessment shall be allocated and collected as provided in Section 21.1.3 hereof, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.
- 3.5. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if seventy-five percent (75%) or more of the Project is damaged or destroyed, such damage or destruction shall be repaired and reconstructed, but only if within one hundred (100) days following the damage or destruction, Owners entitled to vote at least seventy-five percent (75%) of the votes of the Total Votes of the Association vote to carry out such repair and reconstruction. If, however, the Owners do not, within one hundred (100) days after such damage or destruction, elect by a vote of at least seventy-five percent (75%) of the votes of the Total Votes of the Association to carry out such repair and reconstruction and if, to the extent permitted by the Act, Eligible Mortgagees who represent at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by Eligible Mortgagees do not approve such repair and reconstruction, the Association shall record in the office of the County Recorder of Summit County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the following shall occur:
- 3.5.1. the Project shall be deemed to be owned in common by the Owners;
- 3.5.2. Each Owner shall own an undivided interest in the Project equal to his or her ownership interest in the Common Areas and Facilities;
- 3.5.3. Any liens affecting any of the Units shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the respective Owner in the Project; and
- 3.5.4. The Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the

insurance of the Project, if any, shall be considered as one fund and shall be divided among all Owners in an amount equal to the percentage of undivided interest owned by each Owner in the Project after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all liens on the undivided interest in the Project owned by such Owner.

3.6. In no event shall an Owner of a Unit or any other party have priority over the holder of any First Mortgage on such Unit with respect to the distribution to such Unit of any insurance proceeds.

4. If the damage or destruction is to be repaired or reconstructed as provided above, the Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair and reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, except as otherwise expressly provided herein. The Project shall be restored or repaired to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having the same vertical and horizontal boundaries as before. Any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original architectural plans and specifications.

5. If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from Common Assessments made pursuant to Section 3 hereof shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in accordance with their undivided percentage interest in the Common Areas and Facilities.

6. This Article 16 shall not be amended unless Owners entitled to vote at least seventy-five percent (75%) of the Total Votes of the Association consent and agree to such amendment and such consent and agreement is reflected in an instrument duly executed by the Association and recorded in accordance with the provisions of this Declaration.

17. TERMINATION.

1. Except as otherwise provided in Article 15 and Article 16, the Project may be terminated only by agreement of Owners entitled to vote all of the votes of all Units.

2. All of the Owners may remove the Project from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the Units consent or agree by instruments duly recorded that their liens are transferred

to the fractional ownership interest of the Owners in the Project. Provided further, as long as Declarant has ownership rights in the Project, its consent shall also be required to remove the Project from the provisions of the Act.

3. A termination agreement may provide that the entire Project shall be sold following termination. If, pursuant to the agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

4. The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to Sections 17.1 and 17.2. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Owners and Mortgagees as their interests may appear, based on the Owners respective undivided interest in the Common Areas and Facilities. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and their successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and their successors in interest remain liable for all Common Assessments and other obligations imposed on Owners by this Declaration.

5. Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Association, shall be held by the Association as trustee for Owners and Mortgagees as their interests may appear. Following termination, Mortgagees holding Mortgages on the Units which were recorded before termination may enforce those liens in the same manner as any lienholder.

18. EMINENT DOMAIN.

1. Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Areas and Facilities or one or more Units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Management Committee and each Owner shall be entitled to notice thereof and the Management Committee shall, and the Owners at their respective expense may, participate in the proceedings incident thereto.

2. With respect to the Common or Limited Common Areas and Facilities, any damages or awards shall be determined for such taking, injury or destruction as a whole

and not for each Owner's interest therein. After such determination, each Owner shall be entitled to a share in the damages in the same proportion as his or her ownership interest in the Common Areas and Facilities. This provision does not prohibit a majority of the Owners from authorizing the Management Committee to use such damages or awards for replacing or restoring the Common Areas and Facilities so taken on the remaining land or on other acquired land, provided that this Declaration and the Plat are duly amended.

3. With respect to one or more Units or portions thereof, the damages or awards for such taking shall be deposited with the Management Committee as trustee. Even though the damage or awards may be payable to one or more Owners, the Owners shall deposit the damages or awards with the Management Committee as trustee. In the event an Owner refuses to so deposit his or her award with the Management Committee, then at the option of the Management Committee, either a Special Common Assessment shall be made against the defaulting Owner and his or her Unit in the amount of this award or the amount of such award shall be set off against the sum hereafter made payable to such Owner.

4. In the event the Project is removed from the provisions of the Act pursuant to Article 17 above, the proceeds of the damages or awards shall be distributed or used in accordance with the Owners respective undivided interest in the Common Areas and Facilities.

5. If one or more Units are taken, in whole or in part, and the Project is not removed from the provisions of the Act, the taking shall have the following effects:

5.1. If the taking reduces the size of a Unit and the remaining portion of the Unit may be made tenantable, the Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit. The balance of the award, if any, shall be distributed to the Mortgagee to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owner.

5.2. If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, the award shall be distributed to the Mortgagee of the Unit to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owner thereof. The remaining portion of such Unit, if any, shall become a part of the Common Areas and Facilities and shall be placed in condition for use by all Owners in the manner approved by the Management Committee. The ownership interest in the Common Areas and Facilities appurtenant to the Units that continue as part of the Project shall be equitably adjusted to distribute the ownership of the Common Areas and Facilities among the reduced number of Owners.

6. Changes in Units, in the Common Areas and Facilities and in the ownership of the Common Areas and Facilities that are affected by the taking referred to in this Article 18 shall be evidenced by an amendment to this Declaration and the Plat, which need not be approved by the Owners.

19. MORTGAGEE PROTECTION.

1. Upon written request made to the Association by a First Mortgagee, or an insurer or governmental guarantor of a First Mortgage, which written request shall identify the name and address of such First Mortgagee, insurer or governmental guarantor and Unit Number, any such First Mortgagee, insurer or governmental guarantor shall be entitled to timely written notice of:

- 1.1. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or governmental guarantor;
- 1.2. Any delinquency in the payment of Common Assessments or charges owed by an Owner, whose Unit is subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or governmental guarantor, which default remains uncured for a period of sixty (60) days;
- 1.3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- 1.4. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 19.2 below or elsewhere herein; and
- 1.5. Any judgment rendered against the Association.

2. Except as provided elsewhere in this Declaration, or except as provided by the Act, the vote or prior written consent of Owners entitled to vote at least sixty-seven percent (67%) of the Total Votes of the Association (unless pursuant to a specific provision of this Declaration the consent of Owners entitled to vote a greater percentage of the votes in the Association is required, in which case such specific provisions shall control), and Eligible Mortgagees holding First Mortgages on Units having at least fifty-one percent (51%) of the votes of the Units subject to First Mortgages held by Eligible Mortgagees shall be required to:

- 2.1. Abandon or terminate the legal status of the Project after substantial destruction or condemnation occurs.

- 2.2. Amend any material provision of the Declaration, Articles, Bylaws or Plat. “Material provisions” include any provision affecting the following (an amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors, to comply with applicable law, or for clarification only):
 - 2.2.1. Changes in the method of calculating the Common Assessments, obligations, maintenance fees, or other charges which may be levied against an Owner;
 - 2.2.2. Reductions in reserves for maintenance, repair, and replacement of Common Areas and Facilities;
 - 2.2.3. Responsibility for maintenance and repairs;
 - 2.2.4. Reallocation of interests in the Common Areas and Facilities, except where otherwise specifically permitted by this Declaration, or rights to their use;
 - 2.2.5. Convertibility of Units into Common Areas and Facilities or vice versa, except as otherwise permitted by this Declaration;
 - 2.2.6. Substantial reduction in hazard or fidelity insurance requirements;
 - 2.2.7. Imposition of any restrictions on the leasing of Units;
 - 2.2.8. Imposition of any restrictions on Owner’s right to sell or transfer his or her Unit;
 - 2.2.9. Restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the Declaration; or
 - 2.2.10. The benefits of Eligible Mortgagees.

Any Mortgagee, insurer or governmental guarantor who receives a written request from the Association to approve additions or amendments to the constituent documents and who fails to deliver or post to the Association a negative response within sixty (60) days shall be deemed to have approved such request, provided the written request was delivered by certified or registered mail, with a “return receipt” requested.

3. The Association shall maintain and have current copies of the Declaration, Articles, Bylaws, and other rules concerning the Project as well as its own books, records, and financial statements available for inspection by Owners or by holders, insurers, and

guarantors of First Mortgages that are secured by Units in the Project. Generally, these documents shall be available during normal business hours.

- 3.1. The lien or claim against a Unit for unpaid assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the First Mortgage affecting such Unit if the First Mortgage was recorded before the delinquent assessment was due; and the First Mortgagee thereunder that comes into possession of or that obtains title to such Unit shall take the same free of such lien or claim for unpaid assessment or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the First Mortgage, exercise of a power of sale available thereunder, or taking of a deed or assignment in lieu of foreclosure. No assessment, charge, lien, or claim which is described in the preceding sentence as being subordinate to a First Mortgage shall be collected or enforced by the Association from or against a First Mortgagee, a successor in title to a First Mortgagee, or the Unit affected or previously affected by the First Mortgage concerned. All taxes, Common Assessments and charges that may become liens prior to the First Mortgage under Utah law relate only to the individual Units and not to the Project as a whole.
- 3.2. In the event any taxes or other charges which may or have become a lien on the Common Areas and Facilities are not timely paid, or in the event the required hazard insurance described in Section 15.1.1 lapses, is not maintained, or the premiums therefore are not paid when due, any Mortgagee or any combination of Mortgagees may jointly or singly, pay such taxes or premiums or secure such insurance. Any Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefore from the Association.
- 3.3. No provision of this Declaration or the Articles gives or may give an Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for loss to or taking of all or any part of the Units or the Common Areas and Facilities.

20. AMENDMENT.

1. Except as provided elsewhere in this Declaration, any amendment to this Declaration or the Plat shall require the affirmative vote of at least sixty-seven percent (67%) of the Total Votes of the Association cast in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Any amendment to this Declaration that changes, modifies, reassigns, and/or terminates a Unit's proportional interest in the Common Areas and Facilities or a Unit's respective interest in the Limited Common Areas and Facilities shall only be effective

upon the express written consent of the Owner of the affected Unit. Any amendment authorized pursuant to this Section shall be accomplished through the recordation in the office of the Summit County Recorder of an instrument executed by the Association. In such instrument an officer or member of the Management Committee of the Association shall certify that the vote required by this Section for amendment has occurred.

2. The Declarant alone may amend or terminate this Declaration prior to the closing of a sale of the first Unit. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may also be amended unilaterally at any time and from time to time by Declarant: (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, ordinance, rule, regulation or judicial determination which shall be in conflict therewith; (b) to make technical corrections, to fix mistakes, to remove/clarify ambiguities, or to accurately reflect the “as built” Units on the Plat; (c) to satisfy the requirements of Park City or any other governmental authority or (d) if such amendment is reasonably necessary to enable a title insurance company to issue title insurance coverage with respect to the Project or any Unit. Declarant reserves these rights, in part, because the Plat shall be recorded prior to completion of construction on the Building.

3. Anything in this Article 20 or Declaration to the contrary notwithstanding, Declarant also reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA, or as requested by any other federal, state or local governmental agency that requests such an amendment as a condition precedent to such agency’s approval of this Declaration or approval of the sale of Units, or by any lending institution as a condition precedent to lending funds upon the security of any Unit(s) or any portions thereof. Any such amendment shall be effected by the recordation by Declarant of an Amendment duly signed by the Declarant, specifying the nature of the qualifying reason for such amendment pursuant to this Section 20.3. Recordation of such an Amendment shall be deemed conclusive proof of the agency’s or institution’s request for such an amendment, and such Amendment, when recorded, shall be binding upon all Units and all persons having an interest therein. It is the desire of Declarant to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of this Article 20 deletes, diminishes or alters such control, Declarant alone shall have the right to amend this Declaration to restore such control.

21. ASSESSMENT OF UNITS BY THE ASSOCIATION.

1. The making and collection of Common Assessments by the Association from Owners of Units for their share of Common Expenses shall be subject to the following provisions and any other provisions, if any, set forth in the Bylaws:

- 1.1. Each Owner, including Declarant, for each Unit which it owns, shall be liable for a proportionate share of the Common Expenses, such share

being the same as the ownership interest in the Common Areas and Facilities appurtenant to the Unit owned by him or her. Two separate and distinct funds shall be created and maintained hereunder, one for operating expenses and one for capital reserve expenses. Such combined expenses shall constitute the Common Expenses, and the funds received from Common Assessments under this Article 21 shall be the Common Expense Fund. Common Assessments shall include Regular Common Assessments, Special Common Assessments and any other assessments levied by the Association. Until the Association makes an assessment for Common Expenses, the Declarant shall pay all Common Expenses. After an assessment has been made by the Association, Regular Common Assessments must be made at least annually, based on a budget adopted at least annually by the Association in accordance with the provisions of this Declaration and the Bylaws. Regular Common Assessments shall be levied against each separate Unit, and shall commence as to all Units in the Project on the first day of the month in which the closing of the first sale of a Unit occurs. So long as the Declarant owns a Unit in the Project, the Declarant may elect, in its sole and absolute discretion, to pay the Association's shortfall in operating funds in lieu of paying one or more of the Common Assessments due on account of the Unit ownership. The Declarant may revoke the election in its sole and absolute discretion. The Declarant's payment of any shortfall under this Section may be in the form of cash or in the form of "in-kind" contributions of goods or services, or in any combination of the foregoing, provided that "in-kind" contributions of goods or services must directly reduce the Association's costs and expenses for which an Assessment for Common Expenses is being levied in the Association's budget, with such goods or services being valued at the amount by which the budgeted costs and expenses of the Association are so reduced.

- 1.2. The Association may not impose a Regular Common Assessment per Unit which is more than twenty-five percent (25%) greater than the previous year's Regular Common Assessment, without first obtaining the affirmative vote of Owners, cast at a meeting of the Association at which a quorum is present or by written ballot. The Association shall provide notice, by first class mail to all Owners, of any change in the Regular Common Assessments not less than thirty (30) nor more than sixty (60) days prior to the date the increased Regular Common Assessment is due.
- 1.3. In addition to the Regular Common Assessments, the Association may levy in any calendar year, Special Common Assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Areas and Facilities,

including the necessary fixtures and personal property related thereto, and other costs, expenses of operation or shortfalls in the collection of Common Assessments from the Owners. However, in any fiscal year, except as otherwise provided in this Declaration, the Management Committee shall not, without the affirmative vote of Owners, cast at a meeting at which a quorum is present or by written ballot, levy Special Common Assessments which in the aggregate exceed twenty percent (20%) of the budgeted gross expenses of the Association for that fiscal year. The portion of any Special Common Assessment levied against a particular Unit shall be equal to the percentage of undivided interest in the Common Areas and Facilities appurtenant to such Unit. These provisions with respect to the imposition or allocation of Special Common Assessments shall not apply when the special assessment against an Owner is a remedy utilized by the Management Committee to reimburse the Association for costs incurred in bringing the Owner and/or his or her Unit into compliance with the provisions of this Declaration, the Bylaws, rules and regulations of the Association, or any other governing instrument for the Project. The Management Committee shall provide notice by first class mail to all Owners of any Special Common Assessments not less than thirty (30) nor more than sixty (60) days prior to the date such Assessment is due.

- 1.4. All Common Assessments shall be due as determined pursuant to the Bylaws. Common Assessments and any installments thereof not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum, or at such lower rate of interest as may be set by the Management Committee, from the date when due until paid. Furthermore, Owners who do not pay their Common Assessments when due shall be subject to a reasonable late fee, established by the Management Committee from time to time. All payments of Common Assessments shall be first applied to accrued interest and late fees, costs of collection, and then to the Common Assessment payment first due. All Common Assessments to pay a judgment against the Association may be made only against the Units in the Project at the time the judgment was entered, in proportion to their liabilities for Common Expenses. If any Common Expense is caused by the misconduct of any Owner, the Association may assess that expense exclusively against such Owner's Unit(s). If the Owners' percentage interests in the Common Areas and Facilities are reassigned, assessments for Common Expenses and any installment thereof not yet due must be recalculated in accordance with the reallocated percentage interests of the Owners.

- 1.5. There shall be a lien upon the applicable Unit for all unpaid Common Assessments, together with late fees, interest and costs (including attorneys' fees) charged pursuant to the Declaration and the Act. The recordation of this Declaration in the Office of the Summit County Recorder constitutes record notice and perfection of such assessment lien. To establish the priority of the lien pursuant to Section 21.1.7 below, a written notice of lien shall be recorded setting forth the amount of the Common Assessment, the date(s) due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. No notice of lien shall be recorded until there is a delinquency in payment of the Common Assessment. Such lien may be enforced by sale or foreclosure by the Management Committee or Common Area Manager conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by law including specifically, but without limitation, the method recognized under the laws of the State of Utah for the enforcement of a mechanics lien which has been established in accordance with the provisions of Title 38, Chapter 1a, Utah Code Annotated, as amended from time to time.
- 1.6. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Common Assessments against the Unit which shall become due during the period of foreclosure, together with interest and late fees as set forth herein, and all such Common Assessments shall be secured by the lien being foreclosed. In furtherance of such foreclosure rights, the Association may bring an action at law against the Owner personally obligated to pay the same or the Association may foreclose the lien in accordance with the provisions of the Act. The Declarant, Association and each Owner hereby convey and warrant pursuant to Utah Code Annotated Sections 57-1-20 and 57-8-45 to Metro National Title, with power of sale, the Units and all improvements to the Units for the purpose of securing payment of Common Assessments under the terms of this Declaration. Provided, however, the Association reserves the right to substitute and appoint a successor trustee as provided for in Title 57, Chapter 1, Utah Code Annotated. Each Owner hereby conveys all of its right, title and interest in its Unit to such trustee, in trust, with a power of sale, for the sole purpose of securing each Owner's obligations under the Declaration, including but not limited to the obligation to pay all Common Assessments. The Association may, through the Common Area Manager or other duly authorized agent, bid on the Unit

at any foreclosure sale and acquire, hold, lease, mortgage and convey the same.

- 1.7. The lien of the Association has priority over each lien and encumbrance on a Unit except: (a) a lien or encumbrance recorded before recordation of this Declaration, (b) a first or second Mortgage on a Unit that is recorded before a recorded notice of lien by or on behalf of the Association, or (c) a lien of real estate taxes or other governmental assessments or charges against the Unit. The lien procedures described herein do not prohibit actions to recover sums for which the Act creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- 1.8. At least thirty (30) calendar days before initiating a nonjudicial foreclosure, the Association shall provide notice ("Foreclosure Notice") to the Owner that is the intended subject of the nonjudicial foreclosure. The Foreclosure Notice shall: (i) notify the Owner that the Association intends to pursue nonjudicial foreclosure with respect to the Owner's Unit to enforce the Association's lien for unpaid assessments; (ii) notify the Owner of the Owner's right to demand judicial foreclosure in the place of nonjudicial foreclosure; (iii) be sent to the Owner by certified mail, return receipt requested and be included with other Association correspondence to the Owner; and (iv) be in substantially the following form:

**NOTICE OF NONJUDICIAL FORECLOSURE
AND RIGHT TO DEMAND JUDICIAL
FORECLOSURE**

The Sommet Blanc Owners Association, Inc., a Utah corporation (the "Association"), the association for the project in which your unit is located, intends to foreclose upon your unit and allocated interest in the common areas and facilities using a procedure that will not require it to file a lawsuit or involve a court. This procedure is being followed in order to enforce the Association's lien against your unit and to collect the amount of an unpaid assessment against your unit, together with any applicable late fees and the costs, including attorney fees, associated with the foreclosure proceeding. Alternatively, you have the right to demand that a foreclosure of your property be conducted in a lawsuit with the oversight of a judge. If you make this demand and the Association prevails in the lawsuit, the costs and attorney fees associated with the lawsuit will likely be

significantly higher than if a lawsuit were not required, and you may be responsible for paying those costs and attorney fees. If you want to make this demand, you must state in writing that 'I demand a judicial foreclosure proceeding upon my unit,' or words substantially to that effect. You must send this written demand by first class and certified U.S. mail, return receipt requested, within 15 days after the date of the postmark on the envelope in which this notice was mailed to you. The address to which you must mail your demand is Sommet Blanc Owners Association, Inc.,

, (insert the address of the Association for receipt of a demand).

- 1.9. The Association may not use a nonjudicial foreclosure to enforce a lien if an Owner mails the Association a written demand for judicial foreclosure: (i) by U.S. mail, certified with a return receipt requested; (ii) to the address stated in the Foreclosure Notice; and (iii) within 15 days after the date of the postmark on the envelope of the Foreclosure Notice.
- 1.10. In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her Common Assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee. The Management Committee, upon written request, shall furnish to an Owner a statement setting forth the amount of unpaid assessments against the Unit. This statement shall be furnished within ten (10) business days after receipt of the request and upon payment of a reasonable fee and is binding on the Association, the Management Committee, the Common Area Manager and every Owner, in favor of all who rely on such statement in good faith. The grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth in the statement furnished under this Section.
- 1.11. The amount of any Common Assessment against any Unit shall be the personal obligation of the Owner of such Unit to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas and Facilities or by abandonment of his or her Unit or by waiving any services or amenities provided for in this Declaration. In the event of

any suit to recover a money judgment of unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

- 1.12. The lien to secure unpaid assessments shall not be affected by the sale or transfer of the Unit unless foreclosure by a First Mortgagee is involved in which case any First Mortgagee who obtains title to a Unit pursuant to the remedies in the Mortgage or through foreclosure will not be liable for Common Assessments or charges accrued before the acquisition of the title to the Unit by the First Mortgagee, but such acquisition shall not relieve any Owner from paying further assessments. If the Association's lien priority includes costs of collecting unpaid Common Assessments, the Association will be liable for any fees or costs related to the collection of such unpaid Common Assessments.

2. The Association through the Management Committee shall include in the Common Assessments amounts representing sums to be used for the replacement of or additions to capital items or improvements in the Project. Said amounts shall be dedicated for the uses provided in this Section. Upon the transfer of a Unit, the capital reserves previously paid by the transferring Owner shall remain the property of the Association, for the use and benefit of the Association in making future repairs, replacements, improvements and capital additions to the Project. In utilizing such reserves, there shall be no single improvement exceeding the sum of Two Hundred Thousand Dollars (\$200,000) (as measured in year 2022 dollars and thereafter adjusted by the Cost of Living Index) made by the Management Committee without the same having been first voted on and approved by the majority of the votes of those present in person or by proxy at a meeting of the Association duly called for that purpose or otherwise so approved without a meeting. The foregoing shall not apply in connection with damage or destruction referred to in Article 16 hereof or to such structural alterations or capital additions or capital improvements to the Common Areas and Facilities as are necessary in the Management Committee's reasonable judgment to preserve or maintain the integrity of the Common Areas and Facilities.

3. The Management Committee shall not expend funds designated as reserves for any purpose other than the repair, restoration, replacement or maintenance of major components of the Common Areas and Facilities for which the Association is responsible and for which the reserve fund was established, or for litigation involving such matters. Nevertheless, the Management Committee may authorize the temporary transfer of money from the reserve account to the Association's operating account from time to time to meet short term cash flow requirements and pay other expenses. Any such funds so transferred shall constitute a debt of the Association, and shall be restored and returned to the reserve account within three (3) years of the date of the initial transfer; provided, however, the Management Committee may, upon making a documented finding that a delay in the restoration of such funds to the reserve account would be in the best interests of the Project and Association, delay such restoration until the time it reasonably

determines to be necessary. The Management Committee shall exercise prudent fiscal management in the timing of restoring any transferred funds to the reserve account and shall, if necessary, levy a Special Common Assessment to recover the full amount of the expended funds within the time limit specified above. Any such Special Common Assessment shall not be subject to the limitations set forth in Section 21.1.3 hereof. At least once every three (3) years the Management Committee shall cause a study to be conducted of the reserve account of the Association and its adequacy to satisfy anticipated future expenditure requirements. The Management Committee shall, thereafter, annually review the reserve account study and shall consider and implement necessary adjustments to reserve account requirements and funding as a result of that review. Any reserve account study shall include, at a minimum:

- 3.1. Identification of the major components which the Association is obligated to repair, replace, restore or maintain which, as of the date of the study, have a useful life of thirty (30) years or less.
- 3.2. Identification of the probable remaining useful life the components identified in Section 21.3.1 above, as of the date of the study.
- 3.3. An estimate of the cost of repair, replacement, restoration or maintenance of each major component identified in Section 21.3.1 above, during and at the end of its useful life.
- 3.4. An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore or maintain each major component during and at the end of its useful life, after subtracting total reserve funds as of the date of the study.

For the purposes of this Section, the term “reserve account requirements” means the estimated funds which the Management Committee has determined are required to be available at a specified point in time to repair, replace or restore those major components which the Association is obligated to maintain.

4. An “Association Working Capital Fund” equal to at least three (3) monthly installments of the annual assessment for each Unit shall be established and maintained for the Project. Each Unit’s share of the working capital fund shall be collected from the initial purchaser of each Unit and transferred to the Association at the time of the closing of initial sale of that Unit. The purpose of the working capital fund is to ensure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Association. Amounts paid into the working capital fund are not to be considered advance payments of any Regular Common Assessment.

5. If an Owner shall at any time lease his or her Unit and fails to pay Common Assessments within sixty (60) days after the Common Assessments are due, the Management Committee may, at its option, so long as such default shall continue,

demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant and the Owner for such assessments to the extent of the amount so paid. This Section 21.5 shall be incorporated by reference into every lease agreement entered into by and between an Owner and his or her tenant, whether or not this Section is expressly referenced therein.

6. Subject to the Management Committee's sole and exclusive discretion, each buyer of a Unit within the Association shall pay to the Association at closing a "Reinvestment Fee" immediately upon becoming the Owner of the Unit (i.e., at closing of the purchase) in an amount equal to three (3) months of Common Assessments for the Association. The Reinvestment Fee shall be used only for the benefit of the Property within the Association, as provided by Utah Code § 57-1-46, including for common planning, facilities, and infrastructure; obligations arising from an environment covenant; community programming; resort facilities; open space; recreation amenities; or association expenses, as the Board may determine in its sole and exclusive discretion. The Management Committee shall have the right to collect and enforce the payment of the Reinvestment Fee in the same manner as enforcement and collection of delinquent Assessments as further described in this Declaration. In the event that the Reinvestment Fee is not paid at closing to the Association, then the Management Committee shall have the right to impose a penalty against the new Owner of the Unit in an amount as determined by the Committee from time to time in its sole and exclusive discretion.

6.1. No such Reinvestment Fee shall be payable and a transfer shall not be deemed to have occurred with respect to (a) the creation of any Mortgage, (b) any foreclosure of a First Mortgage, (c) the exercise of a power of sale available under a First Mortgage, (d) the taking of a deed or assignment in lieu of a foreclosure by a First Mortgagee, (e) the conveyance by a First Mortgagee of a deed to a Unit, or part thereof or interest therein, to a grantee if such First Mortgagee shall have obtained title to such Unit, or part thereof or interest therein, pursuant to subclause (b), (c) or (d) above, (f) any transfer, sale or conveyance to Declarant, to an entity wholly-owned or controlled by Declarant, or to the Association, (g) any transfer to a family trust or other closely held entity solely for estate planning purposes, or (h) any other transfer expressly excluded by statute. For purposes of this Section, a "transfer" shall mean, whether in one transaction or in a series of related transactions, any sale, conveyance, assignment, lease, or other transfer of any beneficial ownership of or interest in any Unit, including but not limited to (i) the conveyance of fee simple title to any Unit, (ii) the transfer of more than 50 percent (50%) of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns one or more Unit, and (iii) the transfer of more than 50 percent (50%) of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Units. The Declarant, prior to the

organization of the Association, and thereafter the Board, shall have the right to determine in their respective sole and exclusive judgment whether or not a “transfer” has occurred for the purposes of levying a Reinvestment Fee.

- 6.2. A separate notice of the Reinvestment Fee required by this Section has been or shall be recorded.

22. VOTING.

1. At any meeting of the Association, each Owner of a Unit, including Declarant, either in person or by proxy, shall be entitled to vote the number of votes appurtenant to each respective Unit as set forth in Exhibit A. The number of votes for each Unit shall be the same as the number of Par Value points of each unit divided by 100 and rounded to the nearest whole vote. Any vote totaling less than 1 shall be rounded up to 1 vote. The voting rights appurtenant to each Unit shall vest upon execution and recording of this Declaration.

2. The number of votes appurtenant to each Unit shall have a permanent character, and, except as otherwise permitted and provided for in this Declaration, shall not be altered without the unanimous consent of all Owners expressed in a duly recorded Amendment.

3. Every Owner shall be a Member of the Master Association. The voting rights of each Owner in the Master Association is governed by the Master Declaration, including but not limited to, the election of one “Voting Member” for each 20 “Class A Memberships” within the “Neighborhood” (rounded to the nearest integral multiple of 20). The terms of this Section 22.3 not defined herein are defined in the Master Declaration.

23. EASEMENTS.

1. If any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas and Facilities, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such easements shall extend for whatever period the encroachment exists. Such encroachments shall not be considered to be encumbrances either on the Common Areas and Facilities or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any improvement constructed or to be constructed within the Project, by error in the Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

2. Improvements, including Units, Common Areas and Facilities and Limited Common Areas and Facilities, constructed as subsequent phases of the Project, if any,

may encroach upon portions of the Common Areas and Facilities of earlier phases of the Project. A perpetual easement for such encroachment and the activities necessary to repair, maintain and operate such improvements is hereby granted.

3. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas and Facilities as necessary for access to the Owner's Unit(s) and to any Limited Common Areas and Facilities appurtenant to his or her Unit(s), and shall have the right to the horizontal, vertical and lateral support of his or her Unit(s).

4. The Association shall have an easement to make such use of the Common Areas and Facilities as may be necessary or convenient to perform the duties and functions that each is obligated or permitted to perform pursuant to this Declaration, including, without limitation, the right to construct and maintain in the Common Areas and Facilities for use by the Owners and the Association.

5. The Declarant shall have a temporary construction easement over the Common Areas and Facilities for the purpose of doing all things that are reasonably necessary as a part of constructing all Units and Common Areas and Facilities as well as other physical improvements. The Owners of Units which have already been constructed do hereby acknowledge and agree that there will be construction activities, traffic, noises, dust, odors and vibrations which may temporarily disrupt their quiet enjoyment of their Units and the Common Areas and Facilities appurtenant thereto, and such Owners do hereby waive any right to object to such construction activity. Declarant's construction activities pursuant to the easement granted hereunder shall not be deemed to be a violation of the restrictions set forth in Article 12 hereof.

6. Declarant, for itself and its successors and assigns, including Owners, retains a right and easement in and about the Buildings for the construction and installation of any duct work, additional plumbing, or other additional services or utilities in the Common Areas and Facilities in connection with the improvement or alteration of any Unit, including the right of access to such areas of the Common Areas and Facilities as is reasonably necessary to accomplish such improvements. In the event of a dispute among Owners with respect to the scope of the easement reserved in this Section, the decision of the Management Committee shall be final.

7. All conveyances of Units within the Project hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

8. Declarant reserves a non-exclusive easement for itself and its assignees to construct, operate, maintain, repair and replace all types of satellite and telecommunication facilities within the Project. Declarant further reserves a right of access to such facilities over, across, and through all other Common Areas and Facilities of the Project in order to access the telecommunications facilities to exercise the rights established herein. Declarant may transfer by easement, license agreement or other conveyance the rights reserved hereunder to one or more telecommunication facilities

providers. Declarant may exercise all of the rights under this Section 23.8 without the consent of any Owner, Mortgagee or the Association. The Association, on behalf of all Owners, agrees to execute such further and additional instruments as may be requested by Declarant documenting the rights hereunder, in form satisfactory to the Declarant, and any assignee of its rights hereunder.

9. There is hereby created a general easement upon, across, over, in, and under all of the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity, and a cable communication system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing electrical, telephone, data transmission, and other communication services to erect and maintain the necessary equipment on or beneath the Property and to affix and maintain electrical, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided without unduly disturbing the uses of the Owners, the Association, and Declarant; shall prosecute its installation and maintenance activities as promptly as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by the general easement request a specific easement by separate recordable document, Declarant or the Management Committee shall have, and are hereby given, the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms hereof. The easements provided for in this Section 23.9 shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

10. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties.

11. Declarant reserves (a) the right to dedicate any access roads and streets serving the Property to public use, to grant road easements with respect thereto and to allow such street or road to be used by owners of adjacent land; and (b) the right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair maintenance or regulation of parking or recreational facilities, which may or may not be a part of the Property for the benefit of the Owners, or the Association.

12. Public trail easements are provided for the trails shown on the Plat.

13. The upper parking level under Building B is subject to an exclusive-use easement in favor of the adjacent Ski Facility. This easement provides for parking of employees and guests of the adjacent Ski Facility restaurant. The grantee under the easement is responsible for its proportionate share of costs maintaining and repairing Project parking as further described in the recorded easement.

14. Common areas located within the northeastern portion of the Property constituting approximately 3 acres are subject to a conservation easement as set forth and described in the instrument of record recorded with the Summit County Recorder's Office.

24. NOTICES.

Any notice permitted or required to be delivered as provided herein may be delivered either personally, by first class mail, by express mail or overnight courier service providing proof of delivery, or by electronic (e-mail) or facsimile transmission. Consent to electronic notice is deemed granted in the event an Owner provides a fax number or e-mail address to the Association. Notice to Owners shall be addressed to each Owner at the address given by such Owners to the Management Committee for the purpose of service of such notice or to the Unit of such Owner if no such address has been given to the Management Committee. Notice shall be deemed given when actually received if personally delivered or sent by overnight courier; if faxed or e-mailed, when the fax or e-mail is received, except that if the fax or e-mail is received at a time other than the normal business hours of the office at which it is received, on the next regular business day; and if by mail, the earlier of the day actually received or the third business day after the notice is deposited in the United States Mail, properly addressed and postage prepaid. Such address may be changed from time to time by notice in writing to the Management Committee addressed to:

Management Committee
Sommet Blanc Owners Association
PO Box 980022
Park City, UT 84098

25. NO WAIVER.

The failure of the Management Committee or its agents or designees to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, the Bylaws, and the rules and regulations, to exercise any right or option herein or therein contained or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Management Committee or its agents or designees of the payment of any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Management Committee.

26. ENFORCEMENT.

1. All Owners, guests or lessees of an Owner, and persons under Owner's control, shall strictly comply with the provisions of the Declaration, the Bylaws, and the rules and regulations and decisions issued pursuant thereto. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with provisions of

the Declaration or the decisions of the Association. Owners shall have a similar right or action against the Association. Failure to so comply shall be grounds for: (i) an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee, or its agent or designee on behalf of the Owners, or in an appropriate case, by an aggrieved Owner; and/or (ii) the Management Committee to impose monetary penalties, temporary suspensions of an Owner's right to the use of a Unit or the Common Areas and Facilities, or other appropriate discipline so long as any such Owner has been given notice and has had an opportunity to present a written or oral defense to the charges in a hearing. The Management Committee shall determine whether the Owner's defense shall be oral or written. After the hearing, but before any disciplinary action is taken, the Owner shall be notified of the decision of the Management Committee. The Management Committee may delegate to the Common Area Manager, the power and authority to carry out disciplinary actions duly imposed.

2. The Association shall not be empowered to cause the absolute forfeiture of an Owner's right, title or interest in the Project on account of the Owner's failure to comply with the provisions of the Declaration or the rules and regulations for the Project except pursuant to:

2.1. The judgment of a court; or

2.2. A foreclosure for the failure of an Owner to pay assessments duly levied by the Association.

3. The Association shall only be empowered to cause or require alteration or demolition of any construction to enforce any restrictions contained in this Declaration pursuant to judicial proceedings.

4. The Association shall have the power, subject to the primary power of the Board of Directors of the Master Association, to enforce the covenants and restrictions contained in the Master Declaration, but only as said covenants and restrictions relate to the Project, and to collect regular, special, and default assessments on behalf of the Master Association.

27. DECLARANT.

The term "Declarant" as used herein shall mean and include Declarant and any person or persons who might acquire title from it to all or some of the unsold Units (other than sales of Units in the ordinary course of Declarant's business) through purchase, assignment or other transfer including foreclosure or deed in lieu of foreclosure; or, in the situation where, any person purchases all, or some of the remaining Units in a sale in the nature of a bulk sale. The person acquiring any of such property from the Declarant shall be considered a Declarant with respect to that portion of the property so acquired and shall have the right to develop the property and/or sell such property in accordance with the terms and provisions of this Declaration and the Act. Any right or any interest reserved or contained in this Declaration for the benefit of Declarant, may be transferred or assigned by Declarant, either separately or with one or more other such

rights or interests, to any person, corporation, partnership, association, or other entity, only by written instrument executed by both Declarant and the transferee or assignee and recorded in the Office of the Clerk and Recorder of Summit County, Utah. Upon such recording, Declarant's rights and obligations under this Declaration shall cease and terminate to the extent provided in such instrument.

28. DISPUTE RESOLUTION.

1. The Bound Parties (defined below) agree that it is in the best interests of all concerned to encourage the amicable resolution of disputes involving the Project without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees to first submit such Claim to the mediation procedures set forth in Section 28.2 in a good faith effort to resolve such Claim. If mediation fails, the Arbitration Provision (defined below) below shall apply.

2. Mediation Procedures.

2.1. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice ("Notice") to each Respondent and to the Management Committee stating plainly and concisely: (i) the nature of the Claim, including the persons involved and the Respondent's role in the Claim; (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (iii) the Claimant's proposed resolution or remedy; and (iv) the Claimant's desire to meet with the Respondent to discuss in good faith, ways to resolve the Claim.

2.2. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Management Committee may appoint a representative to assist the parties in negotiating a resolution of the Claim.

2.3. If the parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other period as the parties may agree upon), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Management Committee (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in Summit or Salt Lake Counties. If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

- 2.4. If the parties do not settle the Claim within 60 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to commence arbitration proceedings.
- 2.5. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorney's fees and court costs.

3. IF AN OWNER DOES NOT WANT THE FOLLOWING ARBITRATION PROVISION TO APPLY, THE OWNER MUST SEND A LETTER TO THE ASSOCIATION, SIGNED BY THE OWNER (AND ANY CO-OWNER OF THE SAME UNIT) AND ADDRESSED TO SOMMET BLANC OWNERS ASSOCIATION, INC., C/O RSA REGISTERED AGENT CORP., 2500 NORTH UNIVERSITY, AVE., PROVO, UT 84604 ATTN: ARBITRATION OPT-OUT. THE LETTER MUST BE SENT WITHIN THIRTY (30) DAYS AFTER THE CONVEYANCE OF AN OWNER'S UNIT TO SUCH OWNER, AND MUST STATE THAT THE OWNER DOES NOT WANT ARBITRATION TO APPLY TO THE MATTERS DESCRIBED IN THIS ARTICLE 28. ANY OPT OUT WILL RENDER THIS ARBITRATION PROVISION NULL AND VOID BUT WILL HAVE NO OTHER EFFECT ON THE OWNER'S RIGHTS.

4. In the arbitration provision described in this Article 28 ("Arbitration Provision"), the following capitalized words, phrases or terms have the meanings set forth below:

- 4.1. "Institutional Party" means each Declarant and its affiliates; the Association during the Period of Declarant Control; any third party that provides any product or service to a Consumer Party in connection with this Declaration, if and only if such third party is named as a co-party with another Institutional Party in a Claim asserted by a Consumer Party; their successors and assigns; and the agents, representatives, members, employees, officers and/or directors of the foregoing entities.
- 4.2. "Consumer Party" means the Owners; their heirs, successors and assigns; and the Association after the Period of Declarant Control.

- 4.3. “Bound Party” means any Institutional Party or Consumer Party who asserts a Claim or has a Claim asserted against such party.
- 4.4. “Claim” means any claim, dispute or controversy between an Institutional Party and a Consumer Party, other than an Exempt Claim, arising out of or relating in any way to this Declaration or any other documents governing the Project, the Property, or the Units, including any such claim, dispute or controversy regarding or arising over the marketing and sale of Units; the terms of this Declaration or any other documents governing the Project; the design, specifications, surveying, planning, supervision, testing, observation of construction or construction of an improvement to, or survey of, the Property; or the maintenance or use of the Property. This includes, without limitation, disputes concerning the validity, enforceability, arbitrability or scope of this Arbitration Provision or this Declaration; disputes involving alleged fraud or misrepresentation, breach of contract, negligence or violation of statute, regulation or common law; and disputes involving requests for declaratory relief, injunctions or other equitable relief.
- 4.5. “Exempt Claim” means any of the following Claims, which will not be subject to this Arbitration Provision: (i) any individual action brought by a Consumer Party in small claims court or a relevant state’s equivalent court, unless such action is transferred, removed, or appealed to a different court; (ii) any action to effect a judicial or non-judicial foreclosure; (iii) any eviction or other summary proceeding to secure possession of real property or an interest therein; (iv) any action in any bankruptcy proceeding to assert, collect, protect, realize upon or obtain possession of the collateral for any amount owed; (v) any action to quiet title; (vi) any action insofar as it seeks provisional or ancillary remedies in connection with any of the foregoing; (vii) any self-help remedy, such as the refusal of an Institutional Party to allow a Consumer Party to use a Unit, or any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind; and (viii) any dispute concerning the validity and effect of Section 28.10 below, the ban on class actions and certain other proceedings (the “Class Action Ban”). Notwithstanding the prior sentence, at the request of a Consumer Party, the Institutional Parties will agree to arbitrate under this Arbitration Provision any matter covered by items (ii)–(vi) above if arbitration will afford the parties substantially the same rights and remedies as a court action. Any dispute regarding the question of whether arbitration will afford the parties substantially the same rights and remedies as a court action is also an Exempt Claim and shall be determined exclusively by the court and not by an arbitrator. If one or more Institutional Parties are

allowed to proceed outside arbitration with respect to any of the matters covered by items (ii)–(vi) above, the Consumer Party may assert in court on an individual basis any related defenses or Claims such Consumer Party may have.

- 4.6. “Administrator” means either of the following companies to be selected by the Bound Party initiating the arbitration: National Arbitration Forum (“NAF”), P.O. Box 50191, Minneapolis, MN 55405, <http://www.arb-forum.com>, or the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, <http://www.adr.org>. However, neither NAF nor AAA may serve as Administrator, without the consent of all Bound Parties asserting or defending a Claim, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Ban.

5. Unless a Consumer Party has opted out of this Arbitration Provision, upon the election of any Consumer Party or Institutional Party asserting or defending a Claim, such Claim shall be resolved by binding individual (and not class) arbitration. Notice of an election to arbitrate a Claim may be given after a lawsuit begins and may be given in papers filed in the lawsuit. Any arbitration will be conducted in accordance with this Arbitration Provision and, to the extent consistent with this Arbitration Provision, the rules of the Administrator in effect at the time the Claim is filed.

6. If a Consumer Party cannot obtain a waiver of any fees of the Administrator or arbitrator, the Institutional Parties will consider in good faith any request for them to pay such fees for the Consumer Party. Each Bound Party shall bear the fees and expenses of that Bound Party’s attorneys, experts, and witnesses, provided that the Institutional Parties will bear the reasonable fees and expenses incurred by a Consumer Party if the Consumer Party prevails on a Claim the Consumer Party has asserted against the Institutional Parties. Also, the Institutional Parties will pay any arbitration, attorneys’ and/or other fees and expenses they are required to pay by applicable law or they are required to pay in order to enforce this Arbitration Provision. If a participatory arbitration hearing is requested, it will take place in Summit or Salt Lake County, Utah or, if the Administrator determines that such location would be unfair to a Consumer Party, at a location reasonably convenient to such Consumer Party and the Institutional Parties.

7. This Arbitration Provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1–16 (the “FAA”) and not state arbitration laws, provided that Utah law shall govern to the extent that state law is relevant under the FAA in determining the enforceability of this Arbitration Provision. The arbitrator shall be obligated to follow applicable substantive laws, statutes of limitations and privilege rules related to any Claim. The arbitrator shall award the remedies, if any, that would be available in an individual court proceeding if arbitration had not been elected. This includes, without limitation, compensatory, statutory and punitive damages (which shall be governed by the

constitutional standards applicable in judicial proceedings); declaratory, injunctive and other equitable relief; and attorneys' fees and costs. Upon the timely request of any Bound Party, the arbitrator shall write a brief explanation of the grounds for his or her decision. In addition to the Bound Parties' rights under the Administrator's rules to obtain information prior to the hearing, any Bound Party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other Bound Party the opportunity to object.

8. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. However, for Claims involving more than \$50,000, any Bound Party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider from the start any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Fees and costs associated with an appeal shall be governed by Section 28.4 above.

9. IF A BOUND PARTY ELECTS TO ARBITRATE A CLAIM, NO BOUND PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.

10. NO BOUND PARTY MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS WIDE ARBITRATION, EITHER AS A REPRESENTATIVE, CLASS MEMBER OR OTHERWISE. NO BOUND PARTY MAY PARTICIPATE IN A PRIVATE ATTORNEY GENERAL PROCEEDING IN COURT OR IN ARBITRATION. NO CLAIMS BY OR AGAINST A BOUND PARTY MAY BE JOINED OR CONSOLIDATED WITH CLAIMS BY OR AGAINST ANY OTHER PERSON (EXCEPT FOR CLAIMS INVOLVING THE HEIRS AND SUCCESSORS OF SUCH CONSUMER PARTIES). THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTI-PARTY ARBITRATION INCONSISTENT WITH THIS SECTION. Notwithstanding any language in this Arbitration Provision to the contrary, any dispute about the validity or effect of the above Class Action Ban shall be resolved by a court and not an arbitrator or the Administrator.

11. If a determination is made that any part of this Arbitration Provision is unenforceable (other than the Class Action Ban) or that this Arbitration Provision is unenforceable as to any party or parties, this provision shall nonetheless remain enforceable in all other respects and as to all other parties. If the Class Action Ban is held to be unenforceable in connection with any Claim subject to the Class Action Ban, this Arbitration Provision (other than this sentence) shall be null and void in such proceeding, provided that the Institutional Party seeking to enforce the Class Action Ban shall have the right to appeal at the earliest possible time any holding that the Class Action Ban is unenforceable.

12. Prior to asserting a Claim, the Bound Party with the Claim (the “Claimant”) shall give the Bound Party that is the subject of the Claim written notice of the Claim and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim. The Claimant’s claim notice must include the Claimant’s name, address and telephone number. Any claim notice must explain the nature of the Claim and the relief that is demanded. A Consumer Party may only submit a claim notice on his or her own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other Bound Party reasonably requests. If: (i) a Consumer Party submits a claim notice in accordance with this Section on his or her own behalf (and not on behalf of any other party); (ii) the Institutional Party refuses to provide the requested relief; and (iii) an arbitrator subsequently determines that the Consumer Party was entitled to such relief (or greater relief), the arbitrator shall award the Consumer Party at least \$7,500 (not including any arbitration fees and attorneys’ fees and costs to which the Consumer Party may be entitled under this Arbitration Provision or applicable law).

13. PRELITIGATION AND PREARBITRATION REQUIREMENTS.

13.1. Notwithstanding any other provision to the contrary in this Declaration the Association shall not file, commence, or maintain any lawsuits, actions, or legal proceedings, including arbitrations, against Declarant, the individual managers, owners, members, officers, agents, and employees of Declarant, Declarant’s contractors, subcontractors, suppliers, or any other person or entity involved in the construction of the Units unless and until all of the following requirements have been satisfied:

13.1.1. The Association has obtained a legal opinion from an attorney licensed to practice law in Utah having at least ten (10) years of experience in litigation practice, with the legal opinion providing in substance the following: (i) a description of the factual allegations and legal claims to be asserted in the action; (ii) an analysis of the facts and legal claims explaining why it would be in the best interests of the Association to file and pursue such action, taking into account the anticipated costs and expenses of litigation, the likelihood of success on the merits of the claims, and the likelihood of recovery if a favorable judgment is obtained by the Association; and (iii) providing a budget of the estimated amounts of legal fees, costs, expert witness fees, and other expenses likely to be incurred in connection with such action (the Litigation Budget”);

13.1.2. A copy of the opinion letter described in subsection 28.13.1.1 above has been provided to all Owners, and, after the Owners have had a reasonable period of time to review the opinion letter, the

decision to file the subject action has been approved by the Owners (excluding Declarant) who collectively hold at least sixty percent (60%) of the total votes in the Association; and

13.1.3. The Association has collected funds from the Owners, by special assessment or otherwise, equal to at least one-half (1/2) of the Litigation Budget as set forth in the opinion letter.

- 13.2. The purposes of the requirements in Section 28.13.1 include the following: (i) to minimize the risks to the Association of pursuing litigation involving claims that lack merit; (ii) to minimize the risks of being involved in litigation that is unlikely to be successful or, even if successful, will not result in meaningful recovery sufficient to justify the costs and expenses of litigation; and (iii) to avoid becoming involved in litigation without sufficient support from the members of the Association financially and otherwise.
- 13.3. As to any claim involving allegations of defects discovered in the design or construction of the Project, the Building, the Units, the Common Areas and Facilities, and/or the Limited Common Areas and Facilities, the Management Committee shall be notified of the defect, if discovered by an Owner, and the Management Committee, if discovered by an Owner, and the Management Committee shall notify the Architect and the Contractor, Ikon USA, LLC, in writing of the defect, with a copy provided to the Declarant. The Architect shall be notified at Olson Kundig, Inc., c/o Northwest Registered Agent, LLC, 522 West Riverside Avenue, Ste. N, Spokane, WA 99201-0580, or at such other address as the Architect may designate. The Contractor shall be notified at Ikon USA, LLC, c/o RSA Registered Agent Corp., 2500 N. University Ave., Provo, UT 84604, or at such other address as the Contractor may designate. The Owner(s) and the Management Committee shall provide the Architect and the Contractor no less than thirty days to commence actions to investigate, and, if appropriate, cure such defect. The Association, the Management Committee, and all affected Owners shall first consult with construction experts knowledgeable and experienced in the issues concerning the Association, Management Committee, and the Owners prior to initiating any dispute resolution proceedings involving any allegations of deficiencies in the performance of or asserting any claims in connection with the Project against the Architect, the Contractor, and their respective consultants, agents, employees, contractors, and suppliers. Notwithstanding the foregoing, any claim made by the Association must still satisfy the obligations set forth in subsection 28.13.1.

- 13.4. If any claims or actions falling within the scope of this Section 28.13 are filed without satisfying all of the requirements set forth above, such claims/action shall be dismissed and shall not be refiled unless and until all such requirements have been satisfied. In any action to enforce the requirements of this Section 28.13, the prevailing party shall be entitled to an award of reasonable attorney fees and costs. For purposes of clarity, this Section 28.13 and the requirements set forth herein shall not apply to any actions or legal proceedings filed by the Association to recover payment of any annual assessments, special assessments, or other amounts required to be paid by the Owners to the Association under this Declaration, nor does this Section 28.13 apply to claims or actions that individual Owners may file relating solely to their own Units, with the exception of the requirements set forth Section 28.13.3. Individual Owners, however, shall not be allowed to file or pursue any actions or claims belonging to other Owners or to the Association.

29. DRONES.

The operation of a drone in the Project, if allowed by the Association, must comply with all Federal Aviation Administration rules and the Association's rules and regulations. No Owner or any other person may operate, cause, allow or authorize the operation of a drone in the airspace above any portion of the Project in such a way as to invade the privacy of any Owner, guests, residents or vendors, whether equipped with a camera or otherwise. Prior written approval of the Management Committee must be given for the operation of a drone in a manner inconsistent with the Association's rules and regulations. For purposes of this Section 29, a "drone" is defined as an unmanned aircraft and all of the associated support equipment, control station, data links, telemetry, communications and navigation equipment, etc., necessary to operate the unmanned aircraft.

30. AGENT FOR SERVICE OF PROCESS.

The agent for service of process under the Act until the expiration of the Period of Declarant Control under Section 11.3 shall be Lynn Padan whose address is 7695 Village Way, Park City, UT 84060. Thereafter, the agent for service of process shall be the Common Area Manager, or such other persons as the Management Committee may designate.

31. SEVERABILITY.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

32. CONFLICT.

In case of any conflict between this Declaration and the Master Declaration, the Master Declaration shall control. In case of any conflict between this Declaration and the Articles or the

Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles and the Bylaws, the Articles shall control. The foregoing to the contrary notwithstanding, in the event of any inconsistency between this Declaration or the Articles or the Bylaws, on the one hand, and or any applicable law, including the Act or the Federal Fair Housing Administration Act, on the other, then in all events the applicable law shall control.

33. CAPTIONS.

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

34. LAW CONTROLLING.

This Declaration and the Plat and all issues and disputes arising out of either, shall be construed and controlled by and under the laws of the State of Utah.

35. EFFECTIVE DATE.

This Declaration shall take effect when recorded in the office of the County Recorder for Summit County, State of Utah.

THIS PORTION LEFT BLANK INTENTIONALLY.

**SIGNATURE PAGE FOR
DECLARATION OF CONDOMINIUM FOR SOMMET BLANC**

IN WITNESS WHEREOF, the undersigned has executed this instrument this _____ day
of _____, 20__.

WHITE SUMMIT DEVELOPMENT A, LLC, a Utah
limited liability company

By: ASPEN GROUP USA, LLC its manager

By: _____
F. Lynn Padan, Manager of Aspen Group USA,
LLC

WHITE SUMMIT DEVELOPMENT B, LLC, a Utah
limited liability company

By: ASPEN GROUP USA, LLC its manager

By: _____
F. Lynn Padan, Manager of Aspen Group USA,
LLC

WHITE SUMMIT DEVELOPMENT C, LLC, a Utah
limited liability company

By: ASPEN GROUP USA, LLC its manager

By: _____
F. Lynn Padan, Manager of Aspen Group USA,
LLC

STATE OF _____)

: ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__, by _____, the Manager of Aspen Group USA,
LLC, a Utah limited liability company, the Manager of White Summit Development A, LLC,
White Summit Development B, LLC, and White Summit Development C, LLC.

My Commission Expires: _____

NOTARY PUBLIC

Residing at: _____

EXHIBIT A

Schedule of Units, Square Footage, Votes and Undivided Interests in Common Areas

Unit Identifying Number	Approx. Sq. Footage of Unit	No. of Par Value Points Per Unit	No. of Votes Per Unit	Percent of Undivided Interest per Unit¹
A202	2640	2640	27	1.62
A203	2547	2547	26	1.56
A204	3208	3208	33	1.97
A301	2714	2714	28	1.67
A302	2640	2640	27	1.62
A303	2547	2547	26	1.56
A304	3200	3200	32	1.97
A401	2544	2544	26	1.56
A402	2640	2640	27	1.62
A403	2547	2547	26	1.56
A404	3204	3204	33	1.97
A501	2719	2719	28	1.67
A502	2640	2640	27	1.62
A503	3944	3944	40	2.42
A602	5290	5290	53	3.25
B202	2652	2652	27	1.63
B203	2580	2580	26	1.58
B204	2973	2973	30	1.83
B301	2549	2549	26	1.57
B302	2652	2652	27	1.63
B303	2580	2580	26	1.58
B304	3195	3195	32	1.96
B401	2713	2713	28	1.67
B402	2652	2652	27	1.63
B403	2580	2580	26	1.58
B404	3217	3217	33	1.98
B501	2546	2546	26	1.56
B502	2652	2652	27	1.63

B503	2580	2580	26	1.58
B504	3189	3189	32	1.96
B601	2713	2713	28	1.67
B602	2652	2652	27	1.63
B603	2580	2580	26	1.58
B604	3244	3244	33	1.99
B702	4506	4506	46	2.77
B703	4848	4848	49	2.98
C201	4180	4180	42	2.57
C202	3840	3840	39	2.36
C301	4208	4208	43	2.58
C302	4195	4195	42	2.58
C401	4190	4190	42	2.57
C402	4208	4208	43	2.58
C501	4208	4208	43	2.58
C502	4195	4195	42	2.58
C601	4190	4190	42	2.57
C602	4208	4208	43	2.58
C701	4208	4208	43	2.58
C702	4195	4195	42	2.58
C801	5095	5095	51	3.13
CU-1	3594	359	4	0.22
EMP-A	1473	148	2	0.09
EMP-B	1473	148	2	0.09
EMP-C1	444	44	1	0.03
EMP-C2	431	43	1	0.03
EMP-C3	425	43	1	0.03
EMP-C4	479	48	1	0.03
Total	170,316	162,829	1,653	100%

1. May total slightly more or less than 100% due to rounding. Other effects of rounding may also be present in the table.

EXHIBIT B

Schedule Identifying the Specific Storage Areas, Ski Lockers, and Parking Spaces compromising a component of the Limited Common Areas and Facilities that are designated for the exclusive use of the Owners of designated Units.

Unit	Parking	Storage Unit	Ski Locker
A202	53	53	22
A203	57	57	31
A204	60	60	34
A301	7	7	19
A302	52	52	23
A303	56	56	27
A304	59	59	32
A401	6	6	20
A402	51	51	24
A403	55	55	25
A404	58	58	28
A501	49	49	21
A502	50	50	26
A503	54	54	39 & 40
A602	5	5	41 & 42
B202	37	37	33
B203	22	22	54
B204	23	23	3
B301	36	36	11
B302	38	38	2
B303	32	32	53
B304	24	24	50
B401	43	43	10
B402	33	33	4

B403	30	30	52
B404	25	25	49
B501	42	42	9
B502	34	34	6
B503	29	29	51
B504	26	26	48
B601	41	41	43
B602	35	35	29
B603	28	28	17
B604	27	27	30
B702	31	31	44 & 45
B703	21	21	37 & 38
C201	C2	C2	16
C202	C6	C6	18
C301	C7	C7	14
C302	C8	C8	15
C401	C9	C9	12
C402	C10	C10	13
C501	C11	C11	8
C502	C12	C12	7
C601	C17	C17	1
C602	C16	C16	5
C701	C13	C13	46
C702	C15	C15	47
C801	C14	C14	35 & 36
CU-1	-	CU-1	-
EMP-A	62	62	-
EMP-B	61	61	-
EMP-C1	1	-	-

EMP-C2	2	-	-
EMP-C3	8	-	-
EMP-C4	18	-	-

EXHIBIT C

Association Bylaws

BYLAWS

SOMMET BLANC OWNERS ASSOCIATION, INC.

The administration of Sommet Blanc Owners Association, Inc. ("Association") shall be governed by the Utah Revised Nonprofit Corporation Act (Title 16, Chapter 6a, Utah Code Annotated) ("Act"), the Declaration of Condominium for Sommet Blanc recorded in the Office of the Summit County Recorder, State of Utah ("Declaration"), the Articles of Incorporation for Sommet Blanc Owners Association, Inc. ("Articles") and these Bylaws (as the Declaration, Articles and these Bylaws may from time to time be amended). Terms which are capitalized in these Bylaws and which are not otherwise defined herein shall have the meaning set forth in the Declaration.

1. BYLAWS APPLICATION.

All present and future Owners, Mortgagees, lessees and occupants of Units and their employees and guests, and any other persons who may use the facilities of the Project in any manner are subject to the Declaration, these Bylaws and all rules and regulations made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance of a Unit, or the occupancy of any Unit, shall constitute an agreement that the provisions of the Declaration and these Bylaws and any rules and regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified and will be complied with.

2. MANAGEMENT COMMITTEE.

1. The management and maintenance of the Project and the administration of the affairs of the Association shall be conducted by the Management Committee consisting of not less than three (3) nor more than five (5) members ("Trustees"). The initial Management Committee shall be appointed by the Declarant.

2. The Declaration establishes a Period of Declarant Control of the Association, during which period the Declarant or persons designated by it have authority to appoint and remove the officers and members of the Management Committee. The Period of Declarant Control shall terminate no later than the earlier of: (i) three (3) years after the first Unit is conveyed to an Owner; or (ii) after Units to which three-fourths 3/4 of the undivided interest in the Common Areas and Facilities appertain have been conveyed to Owners, whichever last occurs.

3. Within one hundred eighty (180) days following the termination of the Period of Declarant Control, the Owners shall elect a Management Committee of three (3) but not more than five (5) members. The members and officers of

the Management Committee shall take office upon election. Thereafter, at every annual meeting, the Association shall elect the members of the Management Committee to fill those positions becoming vacant at such meeting, pursuant to the terms of this Section 2.

4. At least thirty (30) days prior to each annual meeting of the Association, the Management Committee shall elect from the Owners a nominating committee of not less than three (3) members. The Management Committee may, but shall not be obligated to, inquire of the Owners to identify those having an interest in serving on the Management Committee. The nominating committee shall recommend to the Association at least one nominee for each position on the Management Committee to be filled at that particular annual meeting. Nominations for positions on the Management Committee may also be made by petition filed with the Secretary of the Association at least seven (7) days prior to the annual meeting of the Association, which petition shall be signed by one (1) or more Owners and the nominee named therein indicating his or her willingness to serve as a member of the Management Committee, if elected.

5. Voting for the Management Committee shall be by secret written ballot. At any meeting of the Association, each Owner, either in person or by proxy, shall be entitled to the number of votes set forth in the Declaration for each Unit owned. The positions on the Management Committee shall be as follows: President, Vice President, and Secretary-Treasurer. The initial members of the Management Committee shall be the following persons and each shall hold the office indicated:

President

Vice President

Secretary-Treasurer

6. Members of the Management Committee shall serve as follows:

6.1. Trustees shall serve for terms of two (2) years beginning immediately upon their election by the Association; provided, however, that the Trustees elected at the first annual meeting following the termination of the Period of Declarant Control to the positions of Vice President and Secretary-Treasurer shall serve for initial terms of one (1) year, and the Trustee elected to the office of President shall serve for an initial term of two (2) years. If there are more than three Trustees elected at the first annual meeting following the termination of Declarant control,

one-half of the additional Trustees elected shall serve for one (1) year terms and the other half shall be elected to two (2) year terms. Thereafter, all Trustees elected shall serve for two-year terms. The members of the Management Committee shall serve until their respective successors are elected, or until death, resignation, or removal, whichever occurs first.

- 6.2. Any member of the Management Committee who fails to attend three (3) consecutive Management Committee meetings or fails to attend at least twenty-five percent (25%) of the Management Committee meetings held during any fiscal year shall be deemed to have tendered his or her resignation, and upon acceptance by the Management Committee his or her position shall be vacant.

7. Any member of the Management Committee may resign at any time by giving written notice to the President of the Association or to the remaining Management Committee members. The Owners, by a two-thirds (2/3) vote, either at a meeting of such Owners, or by written consent, may remove any Trustee with or without cause, other than a member appointed by Declarant during the Period of Declarant Control.

8. If vacancies shall occur in the Management Committee by reason of the death or resignation of a Management Committee member, the Management Committee members then in office shall continue to act, and such vacancies shall be filled by a vote of the Management Committee members then in office, though less than a quorum. Any vacancy in the Management Committee occurring by reason of removal of a Management Committee member by the Association may be filled by election at the meeting at which such Management Committee member is removed or any subsequent regular or special meeting of the Association. A vacancy resulting from a removal shall only be filled by the vote or written consent of a majority of the votes of the Association entitled to vote for that Trustee.

9. The members of the Management Committee shall receive no compensation for their services unless expressly approved by the vote or written assent of a majority of the Total Votes of the Association; provided, however, that members of the Management Committee shall be reimbursed by the Association for transportation expenses actually incurred and a reasonable per diem payment for attendance at regular and special meetings of the Management Committee. Any member of the Management Committee may be employed by the Association in another capacity and receive compensation for such employment; provided further, that such employment shall be approved by vote or in writing by all members of the Management Committee not including the member to be employed.

10. The Management Committee, for the benefit of the Project and the Association, shall manage the business, property and affairs of the Project and

the Association and enforce the provisions of the Declaration, these Bylaws and the rules and regulations governing the Project. The Management Committee is authorized to adopt rules and regulations governing the use and operation of the Project, which shall become effective then (10) days after adoption by the Management Committee. The Management Committee shall have the powers, duties and responsibilities with respect to the Project as contained in the Declaration, the Articles and these Bylaws.

11. The meetings of the Management Committee shall be held annually at such times and places within the Project, or some other reasonable and suitable location in Summit County, unless a meeting at another location would significantly reduce the cost to the Association and/or the inconvenience to Management Committee members, as the Management Committee shall determine. A majority of the Management Committee shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Management Committee. The Management Committee shall annually elect all of the officers of the Association. The election of officers shall be conducted at the first meeting of the Management Committee held subsequent to the annual meeting of the Association.

12. Written notice of the time and place of Management Committee meetings shall be mailed or emailed to all Owners not less than ten (10) days prior to the meeting. Owners expressly consent to notice by their email address of record with the Association.

13. Special meetings of the Management Committee may be called by written notice signed by any two (2) members of the Management Committee. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Special meetings shall be held within the Project or some other reasonable location in Summit County unless a meeting at another location would significantly reduce the cost to the Association and/or inconvenience to the members of the Management Committee. Written notice of any special meeting shall be mailed or e-mailed in a manner prescribed for notice of regular meetings of the Management Committee and shall be sent to all members of the Management Committee not less than seventy-two (72) hours prior to the scheduled time of the meeting; provided, however, that notice of such meeting need not be given to any member signing a waiver of notice or a written consent to the holding of such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail, with first-class postage thereon prepaid. If an agenda is prepared for a special meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

14. Notices of all regular Management Committee meetings shall be given in writing to each member of the Management Committee not less than thirty (30) days prior to the meeting, provided that this requirement shall not apply to any member of the Management Committee who has signed a waiver of notice or a written consent to the holding of a meeting.

15. The Management Committee members shall act only as a Management Committee, and individual Management Committee members shall have no powers as such. Regular and special meetings of the Management Committee shall be open to all members of the Association; provided, however, that the Association members who are not on the Management Committee may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Management Committee. The Management Committee may, with the approval of a majority of a quorum of its members, adjourn the meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

16. Any action that is required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Management Committee members, and an explanation of the action so taken is mailed or e-mailed to all Owners within three (3) days after the written consent of all Management Committee members has been obtained.

17. After the election of the members of the first Management Committee following termination of the Period of Declarant Control, Declarant may execute, acknowledge and record an affidavit stating the names of the members of the newly elected Management Committee. Thereafter, any two (2) persons who are designated of record as being members of the most recent Management Committee, whether or not they shall still be members, may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Management Committee. The most recently recorded evidence or copy of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the Management Committee and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

18. The fiscal year shall be determined by the Management Committee.

19. When a member of the Management Committee is sued for liability for actions undertaken in his or her role as a member of the Management Committee, the Association shall indemnify him or her for his or her losses or claims, and undertake all costs of defense, until and unless it is proven that he or she acted with willful or wanton misfeasance or with gross negligence. After such proof the Association is no longer liable for the cost of defense, and may recover costs already expended from the member of the Management Committee who so acted. Members of the Management Committee are not personally liable to the victims of crimes occurring at the Project. Punitive damages may not be recovered against the Association, but may be recovered from persons whose activity gave rise to the damages.

20. An officer, employee, agent or director of a corporate Owner of a Unit, a trustee or designated beneficiary of a trust that owns a Unit, a partner of a partnership that owns a Unit, a member of a limited liability company that owns a Unit, and a fiduciary of an estate that owns a Unit may be considered an Owner for the purpose of determining eligibility for membership of the Management Committee. In all events where the person serving or offering to serve as an officer or member of the Management Committee is not the record Owner, they shall file proof of authority in the records of the Association.

21. The Management Committee or the officers appointed thereby may delegate to the Common Area Manager, or such other persons as it so determines, all of the duties and obligations of the Management Committee set forth herein and in the Declaration to the extent such duties and obligations are properly delegable.

22. The Management Committee or the officers appointed thereby reserve the right to make whatever tax and other elections which they deem necessary, including but not limited to, filing as a tax exempt entity under Section 528 of the Internal Revenue Code.

23. During the Period of Declarant Control, Declarant shall have a right to disapprove any action, policy or program of the Association, the Management Committee and any committee which, in the sole and exclusive judgment of the Declarant, would tend to impair rights of the Declarant or any affiliate of Declarant under the Declaration or these Bylaws, or interfere with development, construction of any portion of the Project, or diminish the level of services being provided by the Association. No such action, policy or program shall become effective or be implemented until and unless:

23.1. The Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Association, the Management Committee or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting; and

23.2. The Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Declarant, its representatives or agents shall make their concerns, thoughts, and suggestions known to the Management Committee and/or the members of the subject

committee. The Declarant shall have and is hereby granted an exclusive right to disapprove any such action, policy, or program authorized by the Association, the Management Committee or any committee thereof, if the approval of the Management Committee, any committee, or the Association is necessary for such action. This right may be exercised by the Declarant, its successors, assigns, representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provision thereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Management Committee, any committee, or the Association. The Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

3. MEETINGS OF THE ASSOCIATION.

1. The first meeting of the Association shall be held within one year after the closing of the sale of the first Unit sold in the Project. Thereafter, there shall be an annual meeting of the Association held at the Project or at a meeting place reasonably close thereto, at the date and time selected by the Management Committee.

2. Special meetings of the Association may be called by the Declarant, the President, a majority of the Management Committee, or Owners representing at least twenty-five percent (25%) or more of the Total Votes of the Association and may be held at the Project or at a meeting place reasonably close thereto, to consider matters which, by the terms of the Declaration, require the approval of all or some of the Owners or for any other reasonable purpose. Special meetings shall be called by written notice signed by the Declarant, a majority of the Management Committee or by Owners representing at least twenty-five percent (25%) or more of the Total Votes of the Association, which shall be delivered not less than fifteen (15) days prior to the date fixed for said meeting, to each Owner in the manner described in Section 3.3 below.

3. Notice of the annual meeting of the Association and of any special meetings of the Association shall be hand delivered, sent by facsimile (fax) or electronic (e-mail) transmission, or sent by first-class or certified mail, no fewer than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting to each Owner of record at such Owner's address as shown in the records of the Association or to any other mailing address designated in writing by the Owner. Consent to electronic notice is deemed granted in the event an Owner provides a fax number or e-mail address to the Association. Such notice shall specify the place, date and hour of the meeting and a description of any

matters that must be approved by the Owners for which the Owners' approval is sought at such meeting. The notice of a special meeting shall also include a description of the purposes for which the meeting is called. If any annual or special meeting of the Owners is adjourned to a different date, time or place, notice need not be given of the new date, time and place if the new date, time and place are announced at the meeting before adjournment. Notwithstanding the foregoing sentence, if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date for the adjourned meeting is or must be fixed pursuant to these Bylaws or applicable law, notice of the adjourned meeting must be given pursuant to the requirements of this Section 3.3 to Owners entitled to vote at the meeting

4. The presence in person or by proxy of Owners holding twenty percent (20%) or more of the Total Votes of the Association at any meeting of the Association held in response to notice to all Owners of record properly given shall constitute a quorum. In the absence of a quorum at an Association meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not less than five (5) nor more than thirty (30) days from the original meeting date. The quorum for an adjourned meeting shall also be ten percent (10%) of the Total Votes of the Association. If the time and place for an adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings of the Association. At any special meeting of the Association, only those matters of business, the general nature of which was given in the notice of the special meeting, may be voted upon by the Owners. Unless otherwise expressly provided in the Act, the Declaration and these Bylaws, any action may be taken at any meeting of the Owners upon a majority vote of the Owners who are present in person or by proxy.

5. Any or all of the Owners may participate in an annual, regular, or special meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting.

6. In the event of a procedural dispute, Robert's Rules of order (latest edition) shall govern the conduct of the Association's meeting when not in conflict with the Declaration or these Bylaws.

7. Any action that may be taken at any regular or special meeting of the Association may be taken without a meeting if the following requirements are met:

- 7.1. A written ballot is distributed to every Owner entitled to vote setting forth the proposed action, providing an opportunity to signify approval or disapproval of the proposal and providing a reasonable time for the Owner to return the ballot to the Association.
- 7.2. The number of votes cast by ballot within the specified time under Section 3.7.1 equals or exceeds the quorum required to be present at a meeting authorizing the action.
- 7.3. The number of approvals of the action equals or exceeds the number of votes required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot.
- 7.4. The written ballot distributed to Owners affords an opportunity for the Owner to specify a choice between approval and disapproval of each order of business proposed to be acted upon by the Association and further provides that the vote of the Owners shall be cast in accordance with the choice specified.

8. At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy. For any Unit owned by more than one Owner, all of the Owners of such Unit may sign a certificate designating one of the co-Owners as the Owner authorized to cast the votes appurtenant to such Unit. In such event, the Management Committee may rely on such certificate as being sufficient evidence of the authority of the Owner casting the votes appurtenant to such Unit. In the absence of such a certificate, if only one of several Owners of a Unit is present at a meeting of the Association, that Owner is entitled to cast all the votes allocated to that Unit. If more than one of the Owners of a Unit is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of such Owners. Absent a certificate of authorization, there shall be deemed to be majority agreement if any one of the Owners casts the votes allocated to the Unit owned without protest made promptly to the person presiding over the meeting by any of the other Owners of such Unit. The right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by its attorney thereunto duly authorized in writing. The instrument authorizing the proxy to act shall be delivered, at the beginning of the meeting, to the Secretary of the Association, or such other officer or person who may be acting as the Secretary at the meeting. The Secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting. An Owner may revoke a proxy given pursuant to this Section only by actual notice of revocation to the Association. A proxy is void if it is not dated or purports to be revocable without notice.

9. Minutes of the annual and special meetings of the Association shall be distributed to each member within a reasonable time after the meeting.

10. The rights and obligations of any Owner shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of an Owner's Unit, and then only to the transferee of ownership of the Unit. A transfer of ownership of a Unit may be effected by deed, intestate succession, testamentary disposition, foreclosure or such other legal process as is now in effect or as may hereafter be established under or pursuant to applicable law. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Unit shall operate to transfer the membership in the Association appurtenant to said Unit to the new Owner thereof. Each transferee shall notify the Association of his, her or its purchase of a Unit. A change in the ownership of a Unit shall be effective for voting purposes from the time the deed or other instrument effecting such change is recorded; the Management Committee shall thereafter be given written notice of such change and provided satisfactory evidence thereof.

4. OFFICERS.

1. All officers and employees of the Association shall serve at the will of the Management Committee. So long as there are three (3) members of the Management Committee, the officers shall be a President, a Vice Presidents, and a Secretary-Treasurer. The Management Committee may appoint additional Vice Presidents and such other assistant officers as the Management Committee may deem necessary. No officer shall be required to be an Owner. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Management Committee and may be removed and replaced by the Management Committee. The Management Committee shall require that officers (and other employees of the Association) be subject to fidelity bond coverage.

2. The President shall be the chief executive of the Management Committee and shall preside at all meetings of the Association and of the Management Committee and may exercise the power ordinarily allowable to the presiding officer of an association, including the appointment of committees. The President shall exercise general supervision over the Project and its affairs. He or she shall sign, and the Secretary shall witness, on behalf of the Association, all conveyances, mortgages and contracts of material importance to its business. He or she shall do and perform all acts which the Management Committee may require.

3. The Vice President, if any, shall perform the functions of the President in his or her absence or inability to serve.

4. The Secretary shall keep minutes of all proceedings of the Management Committee and of the meetings of the Association and shall keep such books

and records as may be necessary and appropriate for the records of the Owners and the Management Committee.

5. The Treasurer shall be responsible for the fiscal affairs of the Association, but may delegate the daily handling of funds and the keeping of records to the Common Area Manager.

6. Any officer may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

5. COMMON EXPENSES; ASSESSMENTS.

1. All Common Expenses shall be assessed in accordance with the Declaration.

2. No Owner shall be exempt from liability for Common Expenses by waiver of the use or enjoyment of any of the Project or by abandonment of his or her Unit.

3. The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Project, specifying and itemizing the maintenance, repair and replacement expenses of the Project and any other expenses incurred. Such records shall be available for examination by the Owners during regular business hours. In accordance with the actions of the Management Committee in assessing Common Expenses against the Units, the Treasurer shall keep an accurate record of such Common Assessments and of the payments thereof by each Owner.

4. All Common Assessments shall be a separate, distinct and personal liability of the Owners at the time each Common Assessment is made. The Management Committee shall have the rights and remedies contained in the Act and in the Declaration to enforce the collection of Common Assessments.

5. Any person who shall have entered into a written agreement to purchase a Unit, by written request directed to the Management Committee, shall be entitled to obtain a written statement from the Treasurer setting forth the amount of the monthly, quarterly, annual or other periodic Common Assessments and the amount of unpaid Common Assessments charged against such Unit and its Owner(s), and if such statement does not reveal the full amount of the unpaid Common Assessments as of the date it is rendered, neither the purchaser nor the Unit shall be liable for the payment of an amount in excess of the unpaid Common Assessments shown thereon, provided that the former Owner shall remain so liable. Any such excess which cannot be promptly collected from the former Owner-grantor shall be reassessed by the Management Committee as a Common Expense to be collected from all Owners, including without limitation the purchaser of such Unit, his or her successors and assigns. The new Owner shall, and the former Owner shall not, be liable for any Common Assessments

made after the date of transfer of title, even though the expenses incurred or the advances made by the Management Committee for which the Common Assessment is made relate in whole or in part to any period prior to that date. The Management Committee is authorized to require a reasonable fee for furnishing such statements.

6. In addition to the statements issuable to purchasers, the Management Committee shall, upon ten (10) days' prior written request therefore, provide to any Owner, to any person who shall have entered into a binding agreement to purchase a Unit and to any Mortgagee, on request at reasonable intervals a current statement of unpaid Common Assessments for Common Expenses with respect to a Unit. The Management Committee is authorized to require a reasonable fee for furnishing such statements.

7. In all cases where all or part of any Common Assessments for Common Expenses and capital contributions and for any expenses of and advances by the Management Committee cannot be promptly collected from the persons or entities liable therefore under the Declaration or these Bylaws, the Management Committee shall reassess the same as a Common Expense without prejudice to its right of collection against such persons or entities, or without prejudice to its lien for such Common Assessments.

8. The Association shall develop a maintenance and repair budget sufficient to provide for the maintenance requirements set forth in the Maintenance Manual provided by the Project's Architect, Olson Kundig, as well as a contingency for repairs and annual inspection of major systems, including, but not limited to, the roof and any curtain wall. The Association shall ensure performance of, at a minimum, all maintenance requirements described in the Maintenance Manual.

9. The Association shall be responsible for proper and timely maintenance of all portions of Project not the direct responsibility of a Unit Owner, including, but not limited to, the Common Areas and Facilities. The Unit Owners shall be responsible for the proper and timely maintenance of all portions of their individual Units. In each case such maintenance shall include, at a minimum, the routine maintenance, maintenance inspections, and any other necessary repairs and maintenance called for as a result of such maintenance inspections as described in the Maintenance Manual from Declarant's Architect. The Management Committee shall adequately fund, on a continuing basis, a maintenance program to satisfy the Association's responsibilities. The Architect, the Contractor, and the Declarant, and their respective officers, directors, and employees, shall not be responsible to the Association nor its Owners for the proper and timely maintenance of the Common Areas and Facilities, the Limited Common Areas and Facilities, or the Units.

6. LITIGATION.

1. If any action is brought by a member of the Management Committee on behalf of the Association, the expenses of suit, including reasonable attorneys' fees, shall be a Common Expense. Except as otherwise provided, if any action is brought against the Owners or against the Management Committee or the officers, employees or agents thereof in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Owners, the expenses of suit, including attorneys' fees, shall be a Common Expense. If any action is brought against one or more, but less than all Owners, with the result that the ultimate liability would, if proved, be borne solely by such Owners, the expenses of suit, including attorneys' fees, shall not be charged to or borne by the other Owners, as a Common Expense or otherwise.

2. Except as otherwise provided by the Act, any action brought against the Association, the Management Committee or the officers, employees or agents thereof, in their respective capacities as such, or the Project as a whole, shall be directed to the Management Committee, and shall be defended by the Management Committee; and the Owners and Mortgagees shall have no right to participate in such defense other than through the Management Committee. Actions against one or more, but less than all Owners, shall be directed to such Owners, who shall promptly give written notice thereof to the Management Committee, and shall be defended by such Owners.

3. As to any claim involving allegations of defects discovered in the design or construction of the Project, the Building, the Units, the Common Areas and Facilities, and/or the Limited Common Areas and Facilities, the Management Committee shall be notified of the defect, if discovered by an Owner, and the Management Committee shall notify the Architect and the Contractor, Ikon USA, LLC, in writing of the defect, with a copy provided to the Declarant. The Architect shall be notified at Olson Kundig, Inc., c/o Northwest Registered Agent, LLC, 522 W. Riverside Ave., Ste. N, Spokane, WA 99201-0580, or at such other address as the Architect may designate. The Contractor shall be notified at Ikon USA, LLC, c/o RSA Registered Agent Corp., 2500 N. University Ave., Provo, UT 84604, or at such other address as the Contractor may designate. The Owner(s) and the Management Committee shall provide the Architect and the Contractor no less than thirty days to commence actions to investigate, and, if appropriate, cure such defect. The Association, the Management Committee, and all affected Owners shall first consult with construction experts knowledgeable and experienced in the issues concerning the Association, Management Committee, and the Owners prior to initiating any dispute resolution proceedings involving any allegations of deficiencies in the performance of or asserting any claims in connection with the Project against the Architect, the Contractor, and their respective consultants, agents, employees, contractors, and suppliers.

7. ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS.

1. The violation of any rules or regulations adopted by the Management Committee, the breach of any provision contained herein or the breach of any provision of the Declaration shall give the Management Committee the right, in addition to any other rights set forth in these Bylaws:

1.1. To enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner or Owners, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Management Committee shall not thereby be deemed guilty in any manner of trespass provided that items of construction may not be altered or demolished without proper judicial proceedings; and/or

1.2. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

2. These remedies are cumulative to other remedies provided in the Declaration and these Bylaws, any rules or regulations adopted by the Management Committee, or in any other applicable laws.

8. ACCOUNTING.

1. The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer.

2. A budget for each fiscal year shall be adopted by the Management Committee and distributed to all members of the Association prior to the beginning of the fiscal year to which the budget applies.

3. The Management Committee shall distribute to the Owners an unaudited financial statement, prepared by an independent public accountant approved by the Association, within one hundred twenty (120) days after the close of each fiscal year.

4. The membership register, including mailing addresses and telephone numbers, books of account and minutes of meetings of the Association, of the Management Committee and of committees of the Management Committee and all other records of the Project maintained by the Association, Common Area Manager or managing company shall be made available for inspection and copying by any member of the Association or his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as an Owner, at the office where the records are maintained. Upon receipt of an authenticated written request from an Owner along with the fee prescribed by the Management Committee to defray the costs of

reproduction, the Common Area Manager or other custodian of records of the Association shall prepare and transmit to the Owner a copy of any and all records requested. The Association may, as a condition to permitting an Owner to inspect the membership register or to its furnishing information from the register, require that the Owner agree in writing not to use, or allow the use, of information from the membership register for commercial or other purposes not reasonably related to the regular business of the Association and the Owner's interest in the Association. The Management Committee shall establish reasonable rules with respect to:

- 4.1. Notice to be given to the custodian of the records by the Owner desiring to make the inspection or obtain copies;
- 4.2. Hours and days of the week when such an inspection may be made; and
- 4.3. Payment of the cost of reproducing copies of documents requested by an Owner.

Every member of the Management Committee shall have the absolute right at any time to inspect all books, records and documents of the Association and to inspect all real and personal properties owned or controlled by the Association. This right of inspection shall include the right to make extracts and copies of records, subject only to the right of the Association to require that the Management Committee member agree in writing not to use, or allow the use of, the information from the membership register for commercial or other purposes not reasonably related to the business of the Association and the Management Committee member's interest in such Association.

9. SPECIAL COMMITTEES.

The Management Committee by resolution may designate one or more special committees, each committee to consist of three (3) or more Owners, which to the extent provided in said resolution shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Management Committee. All special committees shall keep regular minutes of their proceedings and report the same to the Management Committee when required. The members of such special committee or committees designated shall be appointed by the Management Committee or the President. The Management Committee or the President may appoint Owners to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

10. RENTAL OR LEASE OF UNITS BY OWNERS.

1. Any Owner who rents or leases his or her Unit for thirty (30) days or more in duration shall advise the Management Committee or Common Area Manager in writing that the Unit has been leased or rented. The provisions of Section 7 of these Bylaws shall apply with equal force to renters or lessees of Units.

2. Any Owner who rents or leases or otherwise permits any other person to utilize his or her Unit shall be responsible for the conduct of his or her tenants or occupants, and upon written notice from the Management Committee or the Common Area Manager, said Owner shall be responsible for correcting violations of the Declaration, Bylaws or rules and regulations committed by such tenants or occupants.

3. If an Owner fails to correct violations by tenants within seventy-two (72) hours of such notice, the Management Committee or Common Area Manager shall be deemed to be the agent of the Owner and empowered to take any enforcement action the Owner would be entitled to take, the reasonable costs of such action, including but not limited to fees and costs paid to third parties, to be assessed to the Owner and payable within thirty (30) days of Common Assessment. Such costs shall be collected and enforced in the same manner as Common Expenses under the Declaration.

4. The power of the Management Committee or Common Area Manager hereunder shall include but not be limited to any and all legal remedies available under the laws of the State of Utah. Any Owner by the act of renting, leasing or otherwise permitting any other person to utilize his or her Unit shall be deemed to have consented to these procedures and shall indemnify and save harmless the Management Committee and the Common Area Manager from and against any and all liability therefor. It is expressly understood that the remedies available to the Management Committee or Common Area Manager shall include but not be limited to the right to seek eviction of the tenant without any liability to the Owner.

5. As provided for in Section 21.5 of the Declaration, if an Owner shall at any time lease his or her Unit and shall default in the payment of Common Assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant and the Owner for such assessments to the extent of the amount so paid. This Section 10 shall be incorporated by reference into every lease agreement entered into by and between an Owner and his or her tenant, whether or not this Section is expressly referenced therein.

11. AMENDMENT OF BYLAWS.

Except as otherwise provided in the Act, the Declaration or these Bylaws, the Bylaws may be amended by the vote of Owners holding a majority of the Total Votes of the Association present in person or by proxy at a meeting duly called for such purpose, or by written ballot without a meeting. Provided, however, the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause. Upon such an affirmative vote, the Management Committee shall acknowledge the amended Bylaws and notify the Owners, writing, of such amendment, setting forth the fact of the required affirmative vote of the Owners and the amendment shall be effective upon recording in the Office of the Summit County Recorder. Notwithstanding anything to the contrary contained or implied herein, Declarant reserves the right, without the consent of any other Owners, to amend any provisions of these Bylaws to comply with the then existing statutes, regulations or other requirements of any federal, state or local regulatory authority affecting the Project.

12. SEVERABILITY.

The provisions hereof shall be deemed independent and severable, and the invalid or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

13. WAIVER.

The failure of the Management Committee to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of these Bylaws shall be deemed to have been waived unless such waiver is in writing and signed by the Management Committee.

14. CAPTIONS.

The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

15. EFFECTIVE DATE.

These Bylaws shall take effect as of the date of the Declaration, having been duly adopted by the Management Committee.

16. COUNTERPARTS.

These Bylaws may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. SEAL.

EXHIBIT D
LEGAL DESCRIPTION OF PROJECT

PARCEL 1

(A PORTION OF LOT 1, B2 EAST SUBDIVISION)

LEGAL DESCRIPTION

JULY 30, 2019

A parcel of land located in the Southwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel of land being described as follows:

Beginning at a point that is South 00°30'49" East 755.93 feet coincident with the section line and East 295.56 feet from the West quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the boundary of Lot 1, B2 East Subdivision, recorded March 7, 2018, as Entry No. 1087538 in the Office of the Recorder, Summit County, Utah; and running thence coincident with the boundary of said Lot 1 the following two (2) courses: 1) North 47°13'14" West 28.46 feet; thence 2) North 61°52'36" West 123.82 feet; thence North 28°07'24" East 181.06 feet; thence North 76°06'49" East 152.99 feet; thence South 18°27'26" East 89.38 feet; thence South 33°32'46" East 71.99 feet; thence South 53°02'26" West 215.08 feet to the point of beginning.

The Basis of Bearing for the above description is South 00°30'49" East 2646.88 feet between the West quarter corner and the Southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

(Tax Serial No. B2EAST-1-A)

PARCEL 2

(A PORTION OF LOT 1, B2 EAST SUBDIVISION)

LEGAL DESCRIPTION

JULY 30, 2019

A parcel of land located in the Southeast quarter of Section 29 and the Southwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel of land being described as follows:

Beginning at a point that is South 00°30'49" East 678.23 feet coincident with the section line and East 166.16 feet from the West quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the boundary of Lot 1, B2 East Subdivision, recorded March 7, 2018, as Entry No. 1087538 in the Office of the Recorder, Summit County, Utah; and running thence coincident with the boundary of said Lot 1 the following four (4) courses: 1) North 61°52'36" West 187.86 feet; thence 2) North 35°40'02" West 47.30 feet; thence 3) North 34°38'59" East 143.26 feet to a point on a non-tangent curve to the left having a radius of 80.00 feet, of which

the radius point bears North 34°38'59" East; thence 4) easterly along the arc of said curve 147.00 feet through a central angle of 105°16'44"; thence South 56°47'17" East 15.47 feet; thence North 76°29'43" East 156.52 feet; thence South 55°54'21" East 32.67 feet; thence South 18°27'26" East 102.77 feet; thence South 76°06'49" West 152.99 feet; thence South 28°07'24" West 181.06 feet to the point of beginning.

The Basis of Bearing for the above description is South 00°30'49" East 2646.88 feet between the West quarter corner and the Southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

(Tax Serial No. B2EAST-1-B)

PARCEL 3

(A PORTION OF LOT 1, B2 EAST SUBDIVISION)

LEGAL DESCRIPTION

JULY 30, 2019

A parcel of land located in the Southwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel of land being described as follows:

Beginning at a point that is South 00°30'49" East 841.63 feet coincident with the section line and East 559.84 feet from the West quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the boundary of Lot 1, B2 East Subdivision, recorded March 7, 2018, as Entry No. 1087538 in the Office of the Recorder, Summit County, Utah; and running thence North 17°31'47" East 52.90 feet; thence North 33°32'46" West 269.45 feet; thence North 18°27'26" West 192.15 feet; thence North 55°54'21" West 32.67 feet; thence South 76°29'43" West 156.52 feet; thence North 56°47'17" West 15.47 feet to a point on the boundary of said Lot 1, said point being on a non-tangent curve to the right having a radius of 15.00 feet, of which the radius point bears South 70°37'45" East; thence coincident with Lot 1 the following twelve (12) courses: 1) Northeasterly along the arc of said curve 16.15 feet through a central angle of 61°42'18" to a point on a curve to the left having a radius of 100.00 feet, of which the radius point bears North 08°55'27" West; thence 2) Northeasterly along the arc of said curve 112.21 feet through a central angle of 64°17'22"; thence 3) North 16°47'11" East 56.03 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South 73°12'49" East; thence 4) along the arc of said curve 355.31 feet through a central angle of 38°46'34"; thence 5) South 55°36'18" East 101.33 feet to a point on a non-tangent curve to the left having a radius of 525.00 feet, of which the radius point bears South 82°57'20" East; thence 6) Southerly along the arc of said curve 44.31 feet through a central angle of 04°50'10"; thence 7) South 02°12'30" West 119.72 feet to a point on a curve to the right having a radius of 30.00 feet, of which the radius point bears North 87°47'30" West; thence 8) along the arc of said curve 35.43 feet through a central angle of 67°39'38" to a point of reverse curve to the left having a radius of 85.00 feet, of which the radius

point bears South 20°07'52" East; thence 9) Southwesterly along the arc of said curve 139.33 feet through a central angle of 93°54'58"; thence 10) South 24°02'49" East 418.18 feet to a point on a curve to the right having a radius of 596.00 feet, of which the radius point bears South 65°57'11" West; thence 11) along the arc of said curve 84.66 feet through a central angle of 08°08'19"; thence 12) South 74°05'30" West 140.06 feet to the point of beginning.

The Basis of Bearing for the above description is South 00°30'49" East 2646.88 feet between the West quarter corner and the Southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

(Tax Serial No. B2EAST-1-C)

PARCEL 4

(A PORTION OF LOT 1, B2 EAST SUBDIVISION)

LEGAL DESCRIPTION

JULY 30, 2019

A parcel of land located in the Southwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel of land being described as follows:

Beginning at a point that is South 00°30'49" East 755.93 feet coincident with the section line and East 295.56 feet from the West quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the boundary of Lot 1, B2 East Subdivision, recorded March 7, 2018, as Entry No. 1087538 in the Office of the Recorder, Summit County, Utah; and running thence North 53°02'26" East 215.08 feet; thence South 33°32'46" East 197.46 feet; thence South 17°31'47" West 52.90 feet to a point on the boundary of said Lot 1; thence coincident with Lot 1 the following two (2) courses: 1) thence South 74°05'30" West 137.08 feet; 2) thence North 47°13'14" West 181.50 feet to the point of beginning.

The Basis of Bearing for the above description is South 00°30'49" East 2646.88 feet between the West quarter corner and the Southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

(Tax Serial No. B2EAST-1-D)

EASEMENT 1

Parcels 1, 2, 3 and 4 are Subject to and together with a perpetual, non-exclusive easement for a common drive as set forth in that certain Cross-Easement Agreement, recorded February 3, 2021, as Entry No. 1154607, in Book 2638, at Page 153, SUMMIT County Recorder's Office.

PARKING USE AGREEMENT

This PARKING USE AGREEMENT (the “**Agreement**”) is made and entered into as of September 9, 2019 (the “**Effective Date**”), by and between **REDUS PARK CITY, LLC**, a Delaware limited liability company (“**Redus**” or “**Developer**”) and **DEER VALLEY RESORT COMPANY, LLC**, a Utah limited liability company (“**Deer Valley**”). Developer and Deer Valley are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Redus owns certain real property in Summit County, Utah, more particularly described as Lot 1 in the B2 Empire Pass plat of record in the office of the Summit County Recorder (the “**Property**”).

B. Deer Valley owns and operates a ski resort located adjacent to and in the vicinity of the Property (the “**Resort**”).

C. On March 2, 2007, the Park City City Council approved the Flagstaff Amended and Restated Development Agreement among Deer Valley, Park City Municipal Corporation (“**Park City**”) and United Park City Mines Company (the “**Amended DA**”). Section 2.5 of the Amended DA states that *“Permanent non-skier parking for the Empire Day Lodge will be considered as part of the POD B-2 Master Plan Development. Such parking shall consist of not more than 75 spaces.”* As of the date of this Agreement, the Amended DA has not been amended.

D. The Park City Planning Commission, in its Notice of Planning Commission Action addressed to The DV Luxury Resort LLC and dated March 15, 2007, confirmed the action taken on March 14, 2007 with respect to the Empire Pass B-2 Master Planned Development and stated the following, in part, with respect to parking on a portion of POD B-2, *“Parking at B-2 East (east of the Empire Day Lodge and site of 81 condominiums and two employee housing units) would require by Code 165 spaces plus the 75 for the Empire Day Lodge.”*

E. Developer intends the Property to be developed as a ski in, ski out project for all residential units with other mixed uses (the “**Project**”), and to include, in addition to the Project’s larger parking facilities, certain additional parking facilities on the Property for the exclusive use and benefit of Deer Valley on the terms set forth in this Agreement (the “**DV Parking Facilities**”).

F. The Parties now desire to enter into this Agreement to, among other things, set forth the Parties’ obligations with respect to construction of the DV Parking Facilities, costs, responsibility for payment, size, and other development and operational aspects of the DV Parking Facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Parties hereby affirm the accuracy of the Recitals.
2. **Condition Precedent.** The obligations of the Parties under this Agreement are expressly conditioned upon Redus transferring the Property to a third party buyer (which buyer will become a successor under this Agreement upon transfer) by no later than November 1, 2019. If for whatever reason the closing of a sale of the Property does not occur by the close of business on November 1, 2019, this Agreement shall terminate and be of no further force or effect.
3. **DV Parking Facilities.** Subject to Deer Valley's timely compliance with the letter of credit requirements set forth in Subsection 4(b) below, Developer shall construct the DV Parking Facilities for the exclusive use by Deer Valley in accordance with this Agreement. The DV Parking Facilities shall include at least 60 parking stalls in the location and configuration depicted on the attached Exhibit A, may include tandem spaces, and must be located within one of the condominium buildings within the Project. The DV Parking Facilities may only be used by guests of Deer Valley's Empire Day Lodge and Deer Valley employees. The final location of the DV Parking Facilities will be determined during the engineering and entitlement process and depicted and described on plats and site plans for the Project, which shall be substantially the same as the plan on attached Exhibit A unless otherwise approved in writing by Deer Valley. The recorded condominium plat for the Project will include a note describing Deer Valley's exclusive use rights in the DV Parking Facilities, and designate the location of access to and from the DV Parking Facility and the adjoining public street.
4. **Construction Cost and Timing.** Deer Valley shall pay Developer for the approved DV Parking Facilities in accordance with the processes and costs set forth below:
 - a. Developer shall alone be responsible for the timing of any and all construction on the Project, including the construction of the DV Parking Facilities. Deer Valley's obligation is to pay the sum of \$1,200,000 (as may be adjusted by the CPI in accordance with this subsection, the "**DV Parking Payment**") to Developer as full and complete payment of Deer Valley's share of the costs of the DV Parking Facilities, which payment shall be due within seven (7) business days of: (i) the issuance by Park City Municipal Corporation, and delivery to Deer Valley, of a certificate of occupancy for the DV Parking Facilities; (ii) the delivery to Deer Valley of a fully executed and acknowledged Commercial Restrictive Covenant and Parking Easement confirming details regarding the use, maintenance and sharing of costs for the DV Parking Facilities (the "**Parking Easement**"), which Parking Easement is to be negotiated between the Parties prior to Developer obtaining a building permit for any component of the Project; and (iii) a recordable agreement, in a form reasonably acceptable to Deer Valley, from any lender holding a deed of trust or other security instrument encumbering

the Property, subordinating the lien of such security instrument to the Parking Easement. The amount of the DV Parking Payment shall be \$1,200,000 so long as the commencement of construction of any parking facility for the Project (which may include the DV Parking Facilities) occurs within three (3) years following the Effective Date. If construction of any parking facility for the Project (which may include the DV Parking Facilities) does not commence within three (3) years from the Effective Date, the \$1,200,000 amount of the DV Parking Payment shall be adjusted thereafter by the change in the CPI, with the base date for the CPI being the date that is the third anniversary of the Effective Date and the comparison date for calculating the adjustment being the CPI on the date that such construction begins. However, if construction of any parking facility for the Project (which may include the DV Parking Facilities) begins any time after the fifth anniversary of the Effective Date, the DV Parking Payment shall be fixed at the amount determined by the CPI as of the fifth anniversary of the Effective Date. For purpose of this provision, “CPI” means the Construction Price Index published by the United States Census Bureau or other official index published by a successor or similar government agency as mutually agreed to by the Parties.

- b. Within 21 days of Developer obtaining a building permit for construction of the building that will include the DV Parking Facilities, Deer Valley shall obtain from an issuer, reasonably acceptable to Developer and meeting the requirements of this section, a standby letter of credit for the benefit of Developer in the stated amount of the DV Parking Payment (the initial letter of credit together with any replacement letter of credit hereunder shall be referred to as the “**DV LOC**”). The DV LOC shall be in a form reasonable acceptable to Developer and shall:
 - i. Be issued to support Deer Valley’s obligation to timely pay the DV Parking Payment to Developer.
 - ii. Have an expiration date of not later than one year from its date of issuance so long as it is automatically renewable for successive one-year periods; provided, however, such letter of credit must provide that the issuer will give Developer notice of each scheduled expiration of the DV LOC at least sixty (60) days prior to each such scheduled expiration.
 - iii. Include provisions stating that if the DV LOC does not automatically renew, or if issuer intends to terminate the DV LOC for any reason, each prior to the payment of the DV Parking Payment to Developer, then issuer will give Developer and Deer Valley notice of the anticipated termination at least thirty (30) days’ prior to such anticipated termination, and if Deer Valley fails to provide Developer, at least ten (10) days prior to such termination, with a replacement letter of credit complying with the requirements of this Agreement or other security in the place of the DV LOC, in a form acceptable to Developer in its commercially reasonable judgement (“**Alternate Security**”), Developer may immediately draw on the DV LOC for the full amount of the DV Parking Payment.

- iv. Provide that it may be drawn, in whole or in part, immediately by Developer by presentation to the issuer of Developer's sight draft, certifying that Deer Valley has failed to pay the full DV Parking Payment within not less than fourteen (14) days following Developer's written notice of delinquency to Deer Valley. No other requirements may be imposed as a condition to Developer's right to draw on the DV LOC.
- c. Upon satisfaction of all of Deer Valley's payment obligations hereunder, or any mutually agreed termination of DV LOC prior thereto, such DV LOC shall be marked cancelled and shall be returned to issuer.
- d. Should Deer Valley fail to timely provide the DV LOC or Alternate Security, as provided herein, and fails to cure such failure within fourteen (14) days following written notice to Deer Valley, Developer shall have the right to terminate this Agreement.
- e. Upon the completion of construction of the DV Parking Facility, payment of the DV Parking Payment and recordation of the Parking Easement and subordination as provided herein, Deer Valley shall assume responsibility for the use and operation of the DV Parking Facility ("**Turnover**") and shall be authorized to use the same in accordance with the terms and conditions described in this Agreement and the Parking Easement

5. **Proportional Annual Maintenance Cost.** Subsequent to Turnover, Deer Valley shall pay annually to an association established by Developer, and responsible for managing parking and other areas within the Project, Deer Valley's proportionate share (as determined on a per parking stall basis) of the actual costs incurred by such association to inspect, maintain, clean, and repair the Project's parking facilities, in accordance with the Parking Easement. Deer Valley shall have right to audit the books and records of Developer and its successors relating to the operations of the Project's parking facilities as further described in the Parking Easement.

6. **Use.** Deer Valley shall not use or allow others to use the DV Parking Facilities in a way that burdens the improvements to the Project's larger parking facilities or the access routes to and from the adjoining public streets. The DV Parking Facilities shall not be used for heavy equipment or heavy truck uses. DV Parking Facilities shall be used by guests of the adjacent Empire Canyon Lodge and employees, materials and service providers of Deer Valley. DV Parking Facilities shall not be used for day skier parking. Deer Valley may utilize a valet service for guests using the DV Parking Facilities. Deer Valley shall have the right to store Deer Valley equipment in the DV Parking Facilities. Other terms and provisions of Deer Valley's use are set forth in the Parking Easement.

7. **Temporary Parking Use.** Commencing on the date of this Agreement and continuing through issuance of a certificate of occupancy for the DV Parking Facilities, Deer Valley shall have the non-exclusive use from 5:00 p.m. to midnight each day when the Empire Canyon Lodge is open to the public of at least 50 temporary parking stalls, to be parked by valets, on a portion of the Property to be designated by Developer from time to time.

8. **Indemnification.** Deer Valley shall defend, indemnify, and hold Developer harmless, from any and all claims, demands, suits, liabilities and causes of action, of any nature or description, arising from or related to the use or occupancy of the DV Parking Facilities by Deer Valley and its agents, employees, guests, patrons, licensees, and invitees, provided, however, that Deer Valley shall not be required to indemnify Developer from claims, demands, suits, liability and causes of action arising from Developer's gross negligence or willful acts.

9. **Insurance.** Commencing on Deer Valley's first use of the DV Parking Facilities and during the term of this Agreement, Deer Valley and Developer shall obtain and maintain commercial general liability insurance insuring the Parties against claims for personal injury, bodily injury or death, and property damage or destruction. The limits of liability of the insurance policy required under the preceding sentence shall be not less than \$1,000,000 for personal injury or bodily injury or death of any one person and \$2,000,000 for personal injury or bodily injury or death in the aggregate. The insurance policy required under this Section 9 shall be written with an insurer licensed to do business in the State of Utah and shall name Deer Valley and Developer as an additional insured. Prior to Deer Valley's first use of any portion of the DV Parking Facilities, each Party shall provide the other with a certificate of insurance, which shall indicate all insurance coverage required by the provisions herein and which shall provide that each Party shall be provided with thirty (30) days' written notice prior to the cancellation or modification of such policy. Such insurance shall be primary to and not contributory to any similar insurance carried by the other and shall contain a severability of interest clause.

10. **Review of Application.** Developer agrees to provide advance notice (including copies of drawings for the DV Parking Facilities) at least ten (10) business days prior to Developer submitting for approval drawings depicting the DV Parking Facilities to a municipal authority and Developer agrees to evaluate and take into account all comments received from Deer Valley during the pre-submission period.

11. **Cooperation.** Deer Valley shall not oppose Developer's development of the Property so long as such development does not adversely impact the Resort or interfere with Deer Valley's rights under this Agreement and the resort and setback easements of record and recorded against the Property, or portion thereof. Furthermore, nothing in this Agreement shall limit Deer Valley's ability to respond to inquiries from Park City Municipal Corporation or other applicable governmental authorities.

12. **Resort Access.** Deer Valley shall not impede reasonable ingress and egress between the Project and the Resort's ski trails located adjacent to the Property during hours and days of resort operations. Developer recognizes and acknowledges that Deer Valley shall have the right to erect safety barriers and reasonably control skier access in order to promote the safe and efficient operation of the Resort.

13. **Successors and Assigns.** Redus shall assign its rights, obligations, and interest in this Agreement to any successor owner of the Property and/or owner's association for the Project, which association may be formed by Redus or its successors, and this Agreement shall be binding upon any such successor in interest to Redus in the ownership of the Property, without the requirement of any specific acceptance by such successor. No assignment by Deer

Valley of its rights or obligations under this Agreement shall be allowed to any party other than the owner or operator of the Resort and/or Empire Canyon Lodge adjacent to the Project. Furthermore, the Parties agree that no assignment by Deer Valley of its rights and obligations under this Agreement will be valid unless and until each Party has provided written notice to the other Party of the assignment.

14. **Enforcement.** This Agreement shall be enforceable by any Party hereto, their successors and permitted assigns by a proceeding for specific performance or a prohibitive or mandatory injunction, or by a suit or action to recover damages, in addition to all other remedies available at law or in equity. If legal proceedings are instituted in connection with the rights or enforcement of the remedies provided in this Agreement, the substantially prevailing Party shall be entitled to recover its costs and expenses including, without limitation, reasonable attorney fees. No failure or default by a defaulting Party shall result in the termination or limitation of any right hereunder or the exercise of any rights or remedies with respect to such failure or default unless and until the defaulting Party shall have been notified in writing of such default and shall have failed to remedy the specified failure or default within fourteen (14) calendar days after the receipt of said written notice (or, if the cure thereof cannot be completed within fourteen (14) calendar days, then a reasonable period of time, provided the defaulting Party diligently and continuously pursues such cure).

15. **General Provisions.**

a. **Time is of the Essence.** Time is of the essence for all obligations set forth in this Agreement.

b. **Notices.** Any notice or other communication required or permitted under this Agreement shall be in writing, delivered personally, sent by overnight delivery services, certified first-class mail, postage prepaid, return receipt requested, to the following addresses:

If to Developer:

Redus Park City LLC
333 Market Street, 17th Floor
San Francisco, CA 94105
Attn: David Ash

If to Deer Valley:

Deer Valley Resort Company
P.O. Box 889
2250 Deer Valley Dr.
Park City, UT 84060
Attn: Steve Issowits

Any notice delivered personally shall be deemed effective only upon such delivery. Any notice sent by overnight delivery service shall be deemed effective twenty-four (24) hours after deposit of the same with the service, or if by mail shall be deemed effective seventy-two (72) hours after deposit of same in any United States post office box. Any party to this Agreement may change its address by giving the other parties notice of its new address as herein provided.

c. Memorandum of Agreement. This Agreement is not intended to be recorded; however, either Party may execute and record a memorandum of agreement in the Summit County Recorder's Office, providing notice to third parties of the existence of this Agreement.

d. No Third-Party Rights. The obligations of the Parties set forth herein shall not create any rights in and/or obligations to any other persons or entities, other than successor and assigns allowed by Section 11, and any owner's association formed by Developer for the Project.

e. Severability. To the extent any term or provision hereof is determined by a court of competent jurisdiction to be unenforceable, invalid or illegal, such term or provision shall be deemed severed herefrom and shall not render this Agreement or the remainder of its terms unenforceable, invalid or illegal.

f. Counterpart and Electronic Signatures. This Agreement may be executed in counterpart, each of which shall be considered an original and together shall be considered one and the same Agreement. Scanned and emailed signatures are specifically authorized and shall be binding on all Parties.

g. Governing Law. This Agreement shall be construed according to the laws of the State of Utah, without giving effect to its conflict of laws principles.

h. Entire Agreement; Amendment. It is expressly agreed that this Agreement contain all of the terms, conditions and agreements of the Parties hereto relating to the subject matter hereof, and that there are no prior agreements or understanding of these Parties concerning the subject matter hereof and that the terms of this Agreement cannot be changed, altered or modified except in writing, signed by the Parties hereto. It is the intent of the Parties to amend this Agreement to reflect actual conditions of the Project and the DV Parking Facilities once such facilities have been constructed.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

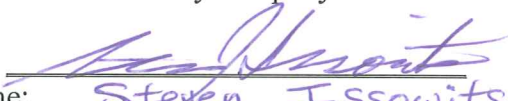
DEVELOPER/REDUS:

REDUS PARK CITY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

DEER VALLEY:

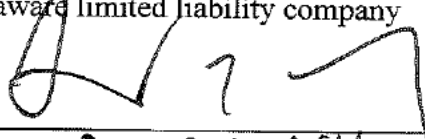
**DEER VALLEY RESORT COMPANY,
LLC,**
a Utah limited liability company

By: 
Name: Steven Issowits
Title: Vice President

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DEVELOPER/REDUS:

REDUS PARK CITY, LLC,
a Delaware limited liability company

By: 
Name: DAVID L. ASH
Title: SVP

DEER VALLEY:

**DEER VALLEY RESORT COMPANY,
LLC,**
a Utah limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

DEPICTIONS OF DV PARKING FACILITIES



City Council Staff Report



Subject: Iron Canyon Subdivision Lot 33 – Building Pad Adjustment
Application: PL-22-05232
Author: Makena Hawley
Date: September 1, 2022
Type of Item: Administrative – Plat Amendment

Recommendation

(I) Review the Iron Canyon Subdivision Lot 33 – Building Pad Adjustment, (II) hold a public hearing, and (III) consider approving Ordinance No. 2022-34, based on Findings of Fact, Conclusions of Law, and Conditions of Approval (Exhibit A).

Description

Applicant: Heather Nania represented by Chris Price, Klima Architect
Location: 14 Iron Canyon Plat Amendment
Zoning District: Single Family (SF)
Adjacent Land Uses: Residential
Reason for Review: Plat amendments require Planning Commission recommendation and City Council action¹

Abbreviations

LMC Land Management Code
SF Single Family
SLO Sensitive Land Overlay

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Background

On July 27, 2022, the Planning Commission reviewed the Iron Canyon Subdivision Lot 33 – Building Pad Adjustment, held a public hearing, and forwarded a unanimous positive recommendation for City Council's consideration. No questions or concerns were raised during the meeting ([Staff Report](#), [Meeting Audio](#)).

The site known as 14 Iron Canyon Court is Lot 33 of the Iron Canyon Subdivision. The property owner requests to adjust the "Building Pad" area shown on the Iron Canyon Subdivision plat (recorded in 1983) to adapt to the current proposed design of the new residence. The new building pad is proposed to be the same square footage as the platted building pad (4,000 sf.), in a similar location, however, reoriented to accommodate the design of the proposed single-family dwelling. Lot 33 contains a total

¹ LMC [§ 15-7.1-2\(B\)](#)

area of 3.13 acres.



Overhead view of property

There are six lots within the Iron Canyon Subdivision that have completed similar building pad adjustments, all maintaining the 4,000 square foot building pad. The following Lots have adjusted their building pad within Iron Canyon Subdivision:

Lot 29 – Approved on November 10, 2005 – Ordinance [No. 05-70](#)

Lot 11 – Approved on June 1, 2006 – Ordinance [No. 06-34](#)

Lot 4 – Approved on September 14, 2006 – Ordinance [No. 06-66](#)

Lot 5 – Approved on September 28, 2006 – Ordinance [No. 06-34](#)

Lot 43 – Approved on April 27, 2017 – Ordinance [No. 2017-18](#)

Lot 42 – Approved on October 12, 2017 – Ordinance [No. 2017-55](#)

(All previously completed Iron Canyon Building Pad Amendments in Exhibit F)

The Plat Amendment was originally scheduled for Planning Commission on July 13, 2022 but was continued to July 27, 2022 to allow time to complete an arborist report ([Staff Report; Minutes](#)).

Analysis

Plat Amendments require Planning Commission review and City Council Final Action.²

(I) The proposal complies with the Single-Family (SF) Zoning District Requirements outlined in LMC Chapter 15-2.11³.

A single-family dwelling is an allowed use in the SF District. The following table shows applicable Land Management Code (LMC) Lot and Site Requirements for the SF District:

² LMC [§ 15-12-15\(B\)\(9\)](#)

³ LMC [Chapter 15-2.11](#)

Zoning Requirement	Analysis of Proposal
Density Maximum of three (3) units per acre.	Complies. The Lot is 3.13 acres for one single-family dwelling.
Front Setback Minimum setback of 20' and 25' for front facing garages	Complies. The proposed building pad is a minimum of 58' from the front lot line.
Rear Setback Minimum setback of 15'	Complies. The proposed building pad is a minimum of 40' from the rear lot line.
Side Setback Minimum setback of 12'	Complies. The proposed building pad is a minimum of 23' from the side lot lines.



Figure 11: Proposed Building Pad Modification

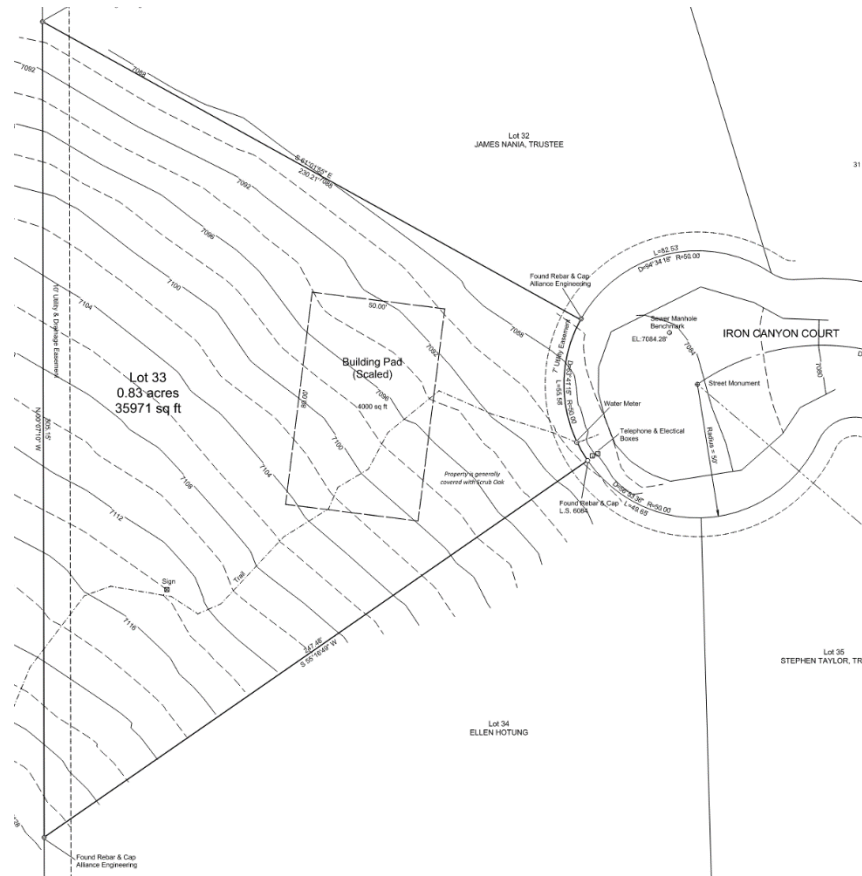


Figure 2: 14 Iron Canyon Court. Existing Conditions Survey

The proposed change to the building pad creates a longer pad oriented along an east-west axis and situated further into the property compared to the original pad which was oriented on a north-south axis and located on average 10 feet closer to the cul-de-sac. Lot 33 has a gradual and consistent slope rising by two-foot contours from the north side of the Lot with an average slope of 15%. The original and proposed building pad cross 8 contour lines each, with the highest USGS elevation of the original building pad reaching 7,104 feet and the proposed building pad just shy of 7,108 feet. The location mainly changes by following the hill upward on the Lot compared to reaching out to the sides of the Lot. The proposed location reduces the rear setback significantly to 40 feet while still exceeding the code-required 15-foot rear setback and increases the setbacks to the side and front property lines.

All the building pad changes exceed the LMC setback requirements for the SF Zoning District, as outlined in the table above. Staff finds that the proposed plat amendment is consistent with the pattern of development in the neighborhood. The grade increases on the lot at a steady 15%, although moving the pad further up the hill, the elevation change of four feet is not creating significant impacts.

The differences created by the Building Pad Adjustment result in minimal changes and impacts for development on the Lot that do not require substantive mitigation. See

Section IV below.

Iron Mountain Hiking Trail

Currently, temporary access to the Iron Mountain Trail is located across the Applicant's property. For several years, the Applicant has voluntarily allowed this use when a dispute arose regarding the platted access. The permission to use the alternative access was conditioned upon the understanding that it will need to change when the owner proposes to develop the lot. The Trails and Open Space Manager is supportive of the building pad change and will continue to explore best possible access options with the goal of maintaining public access to the trail.

(II) The Plat Amendment Complies with the Requirements Outlined in LMC [§ 15-7.1-3 \(B\)](#)⁴

When evaluating plat amendments, LMC §15-7.1-3(B) requires a finding of Good Cause and that no Public Street, Right-of-Way, or easement has been vacated or amended.

No Public Street, Right-Of-Way, or easement is proposed to be vacated or amended.

LMC [§ 15-15-1](#) defines Good Cause as:

Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.⁵

Staff finds good cause for this Plat Amendment to adjust the building pad for Lot 33 as the proposed modification to the building pad does not increase the area of the building pad, will maintain front setbacks consistent with adjacent lots, is consistent with previously approved Plat Amendments in the Iron Canyon Subdivision, and does not increase the density of the site.

(III) The Plat Amendment Complies with the Sensitive Land Requirements Outlined in LMC [Chapter 15-2.21](#)

The proposed development is located within the Sensitive Land Overlay (SLO). LMC [§ 15-2.21-2\(A\)](#) requires states:

Applicants for Development within the SLO must identify the Property's sensitive environmental and aesthetic Areas such as Steep Slopes, Ridge Line Areas, wetlands, Stream Corridors, Wildland interface, and Wildlife Habitat Areas and

⁴ LMC [§ 15-7.1-3 \(B\)](#)

⁵ LMC [§15-15-1](#)

provide a time at time of Application, a Sensitive Lands Analysis.

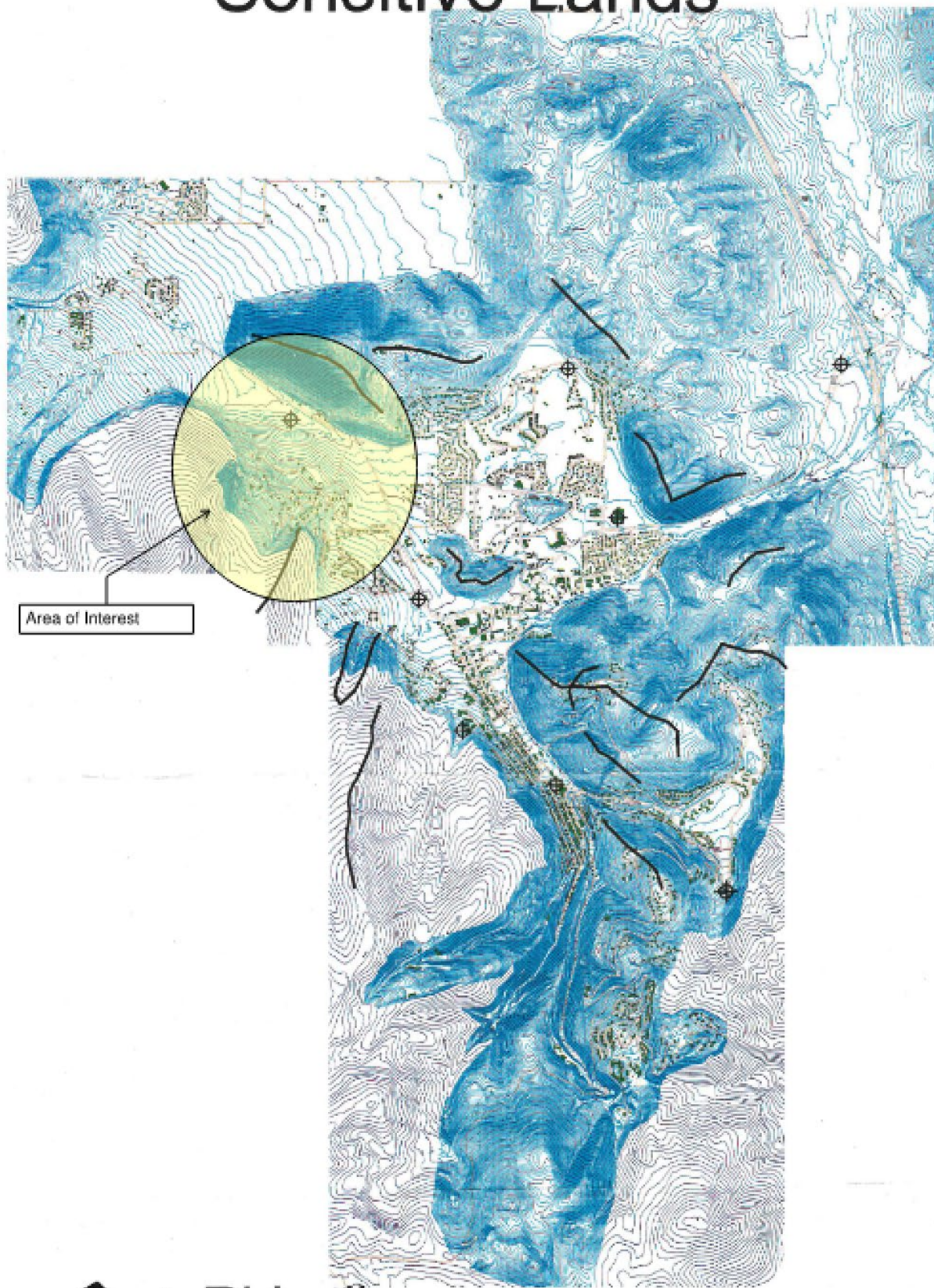
The purpose of the Sensitive Land Overlay is to:

- A. Require dedicated Open Space in aesthetically and environmentally sensitive Areas;
- B. Encourage preservation of large expanses of Open Space and wildlife habitat;
- C. Cluster Development on Ridge Line Areas, Steep Slopes, and wetlands; and
- D. Protect and preserve environmentally sensitive land.

On October 20, 1983, the City Council approved the Iron Canyon Subdivision. On September 24, 1992, the City Council adopted Ordinance [No. 92-17](#), enacting the Sensitive Land Overlay. While the SLO was not adopted at the time of the Iron Canyon Subdivision approval, the request to change the building pad requires analysis of the new location in the context of the SLO regulations.

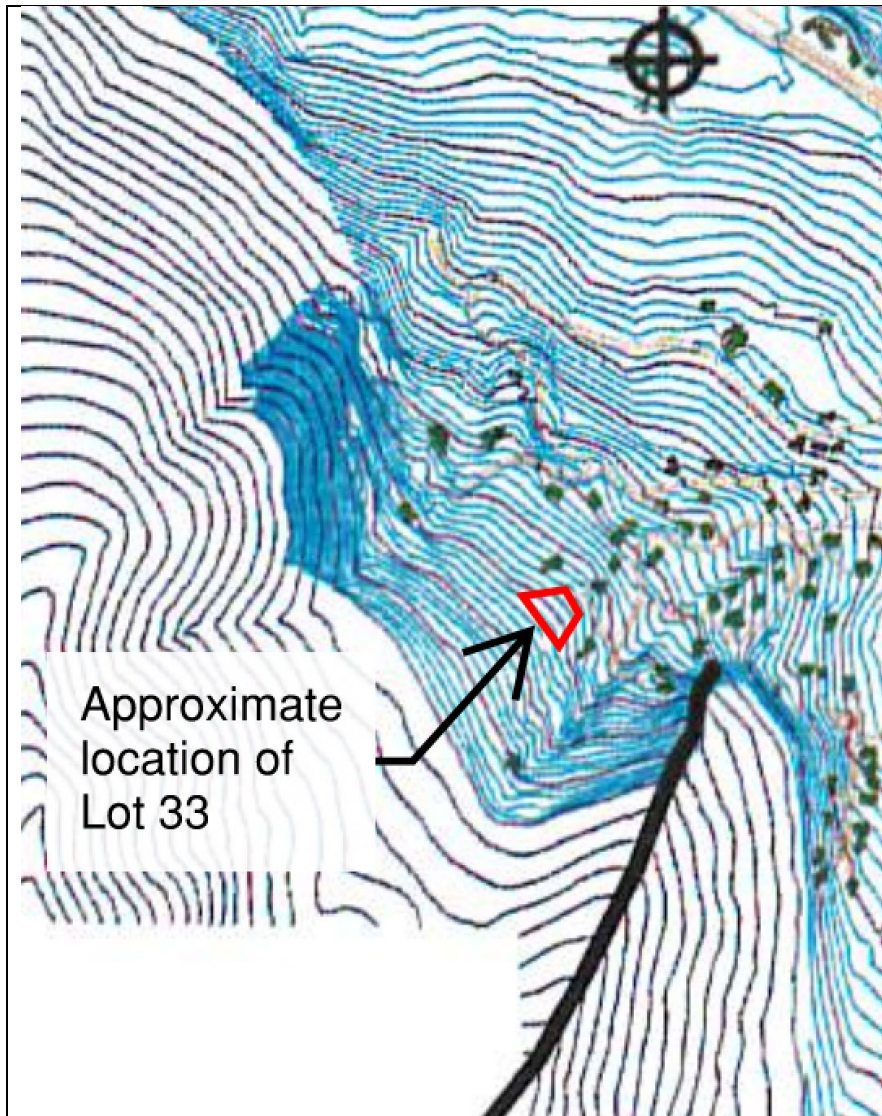
SLO Analysis Criteria	Analysis of Proposal
<u><i>Steep Slopes and Very Steep Slopes</i></u> Slope, Steep. Slope greater than fifteen percent (15%). Slope, Very Steep. Slope greater than forty percent (40%).	<i>Complies.</i> Lot 33 has a gradual and consistent slope rising by two-foot contours from the north side of the Lot with an average slope of 15%. The original and proposed building pads cross 8 contour lines each, with the highest USGS elevation of the original building pad reaching 7,104 feet and the proposed building pad just shy of 7,108 feet.
<u><i>Significant Ridge Line Areas, Vantage Points and Entry Corridors</i></u> Sensitive Lands, Ridgelines, and Vantage Points Map: <i>Not Applicable.</i> The location of Lot 33 will not impact Significant Ridge Lines, Vantage Points, or Entry view Corridors. Below are the maps of the Ridge Lines and Vantage Points in Park City. Approximate location of Lot 33:	

Sensitive Lands



Ridgelines

Vantage Points



Wetlands, Streams, and lakes

Stream: A naturally fed water course, that flows year-round or intermittently during years of normal rainfall. This definition excludes ditches and canals constructed for irrigation and drainage purposes.

Stream Corridor: The Corridor defined by the Stream's Ordinary High-Water Mark.

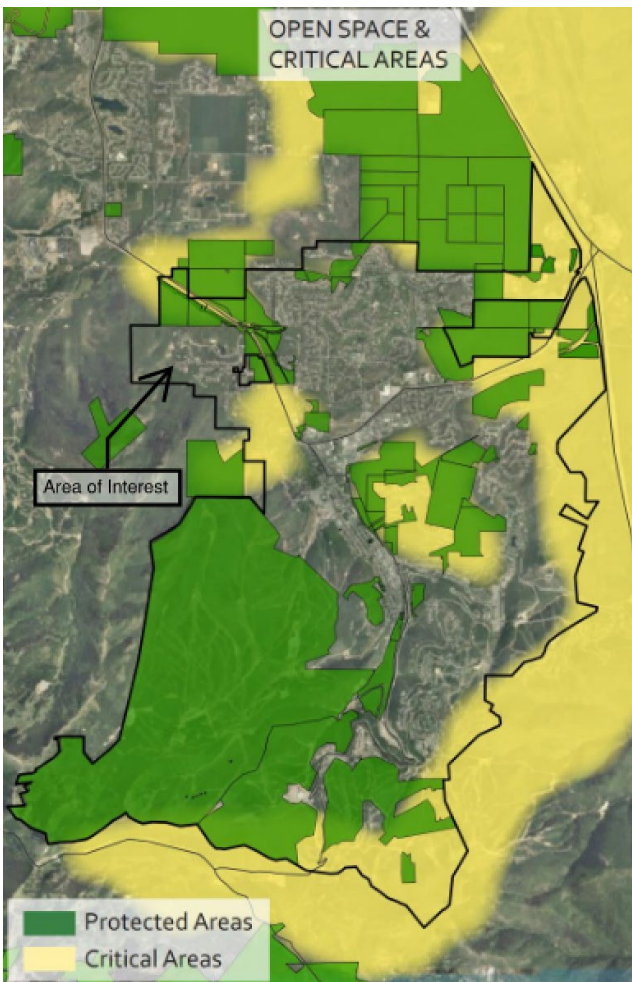
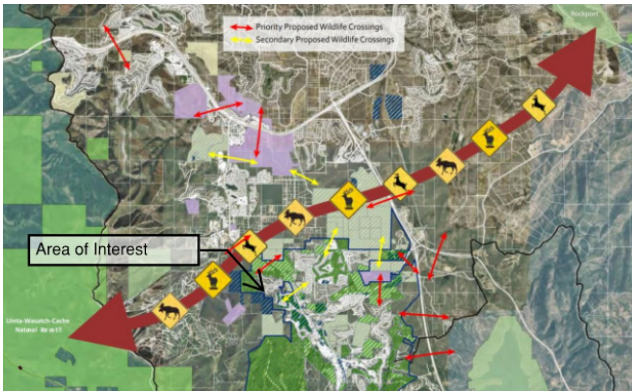
Wetland, Significant: All wetlands that occupy a surface Area greater than one-tenth (1/10) acre or are associated with permanent surface water or that are adjacent to, or contiguous with, a Stream

Not Applicable.

There are no Streams, Stream Corridors, lakes, or Wetlands located on the property.

Corridor.

Wildlife habitat and Wildlife Interface Zones



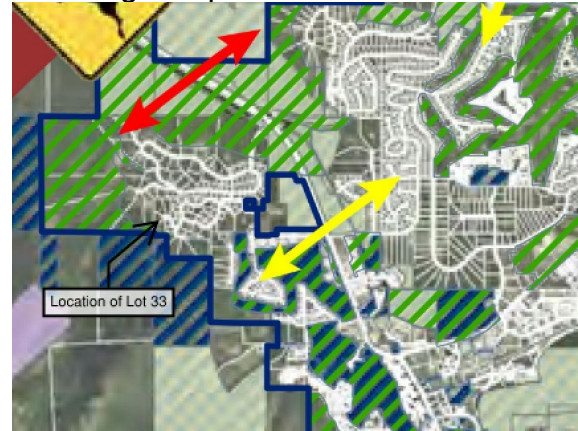
Significant Vegetation

Includes all large trees six inches (6") in

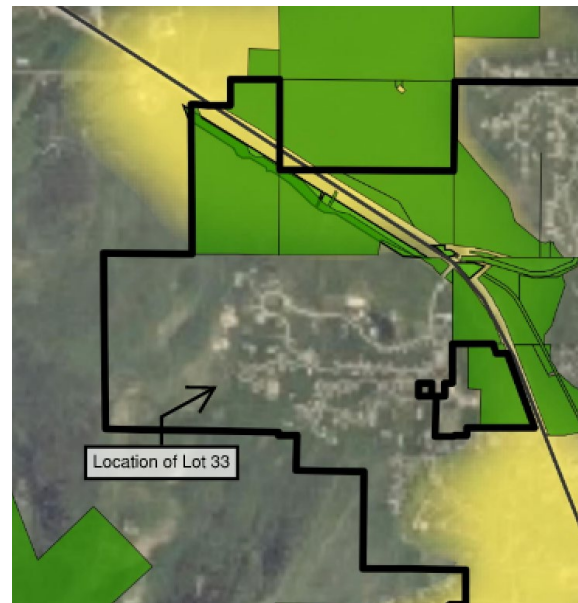
Not Applicable.

Lot 33 is not located within a Wildlife Habitat or the Wildlife Interface Zone. Pictures taken from General Plan Page 40 and 53.

Close up of Lot 33 on Wildlife Crossings Map:



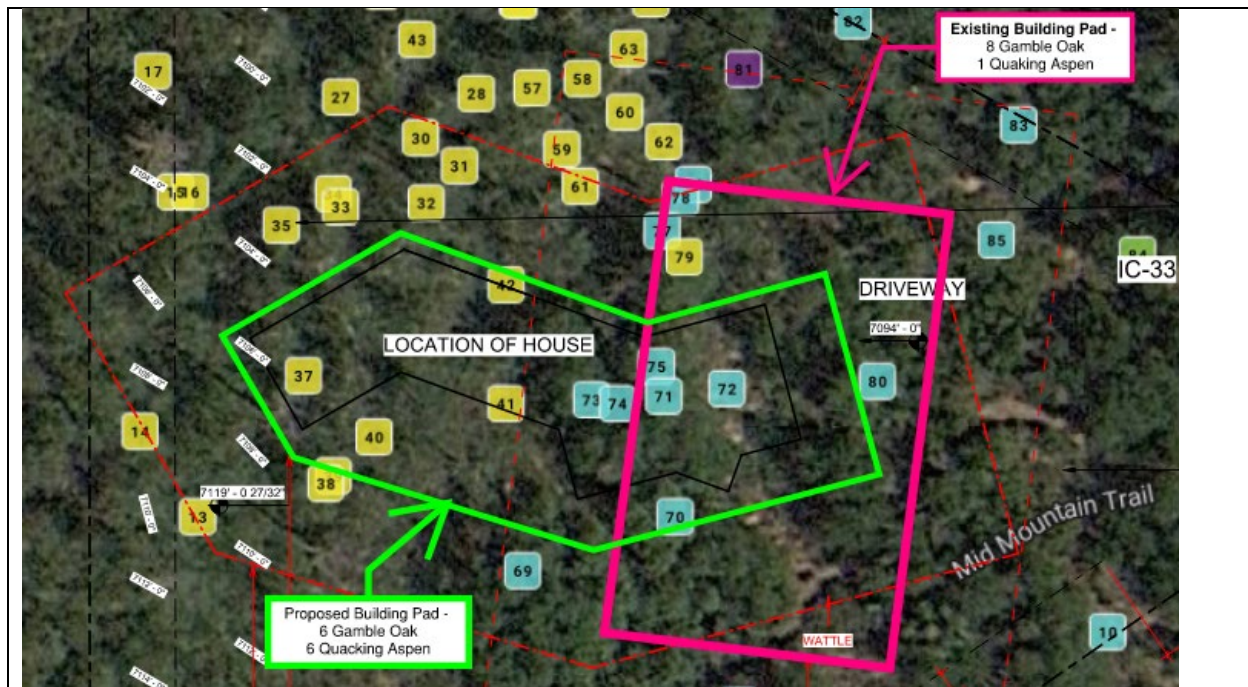
Close of Open Space and Critical Areas:



Condition of Approval #6

An arborist plan, dated July 19, 2022,

diameter or greater measured four and one-half feet (4.5') above the ground, all groves of small trees, and all clumps of oak or maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line.	identifies several Quaking Aspen and Gambel Oak within the proposed building footprint as well as the surrounding Wildland Urban Interface Boundary that would need to be removed to accommodate construction (Exhibit G). The number of trees that may need to be removed or impacted due to the existing location of the trees being in the building pad and the Wildland Urban Interface Zone are as follows: Existing Building Pad: 9 Trees - 8 Gamble Oak - 1 Quaking Aspen Proposed Building Pad: 12 Trees - 6 Gamble Oak - 6 Quaking Aspen The site plan indicates that 3 additional trees would require removal to support the change in the proposed building pad. Staff finds the Significant Vegetation removal may be mitigated with Condition of Approval #6, with appropriate replacement in kind of the Significant Vegetation lost on site. Prior to issuance of a building permit the Applicant shall provide a proposal to replace significant vegetation in kind.
Site plan Identifying both Building Pads and existing significant vegetation (Full Arborist Report in Exhibit G): (Yellow represent Quaking Aspen and Blue represents Gamble Oak.)	



Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application. Engineering noted that water meter sizing will be required at Building Permit and Fire noted that additional pressure to the Lot may be required for the home sprinkler system.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on June 28, 2022. Staff mailed courtesy notice to property owners within 300 feet on June 28, 2022. The *Park Record* published notice on June 29, 2022. LMC [§ 15-1-21](#).

Public Input

Staff did not receive any public input at the time this report was published.

Alternatives

- The City Council may adopt Ordinance No. 2022-34; or
- The City Council may deny Ordinance No. 2022-34 and direct staff to make Findings for this decision; or
- The City Council may continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance No. 2022-34

Attachment 1: Proposed Iron Canyon Subdivision Lot 33 - Building Pad

Adjustment Plat Amendment
Exhibit B: Survey with Existing Conditions
Exhibit C: Applicant Project Narrative
Exhibit D: Site Photographs
Exhibit E: Iron Canyon Subdivision Plat
Exhibit F: Approved Iron Canyon Subdivision Plat Amendments
Exhibit G: Arborist Report on 14 Iron Canyon Court

Ordinance No. 2022-34

AN ORDINANCE APPROVING IRON CANYON SUBDIVISION LOT 33 – BUILDING PAD ADJUSTMENT PLAT AMENDMENT, LOCATED AT 14 IRON CANYON COURT, PARK CITY, UTAH

WHEREAS, the owners of the property located at 14 Iron Canyon Court petitioned the City Council for approval of the Iron Canyon Subdivision Lot 33 – Building Pad Adjustment Plat Amendment; and

WHEREAS, on June 29, 2022 notice was published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on June 28, 2022, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on June 29, 2022 courtesy notice was mailed to property owners within 300 feet of the 14 Iron Canyon Court; and

WHEREAS, on July 27, 2022, the Planning Commission reviewed the proposed plat amendment and held a public hearing; and

WHEREAS, on July 27, 2022, the Planning Commission forwarded a positive recommendation for City Council's consideration on September 1, 2022; and

WHEREAS, on September 1, 2021, the City Council reviewed the proposed plat amendment and held a public hearing; and

WHEREAS, the plat is consistent with the Park City Land Management Code, including Chapter 15-2.11 and Sections 15-7.1-3 and 15-7.1-6.

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

SECTION 1. APPROVAL. The Iron Canyon Subdivision Lot 33 – Building Pad Adjustment Plat Amendment at 14 Iron Canyon Court, 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 property is located at 14 Iron Canyon Court.
2. The property is within the Single-Family Zoning District.
3. The property consists of Lot 33 of the Iron Canyon Subdivision, approved in 1983.
4. The plat amendment proposes to adjust the Building Pad area shown on the Iron Canyon Subdivision plat.
5. The proposed building pad is proposed to be the same square footage as the platted

- building pad of 4,000 square feet.
6. The Lot contains 3.13 acres.
 7. The following Lots of the Iron Canyon Subdivision have adjusted their building pad as approved by the City Council: Lots 4, 5, 11, 29, 42, 43.
 8. The proposal complies with the Single-Family Zoning District outlined in Land Management Code Chapter 15-2.11.
 9. The building pad modification changes the orientation of the building pad to situate going east to west compared to north to south.
 10. The proposed plat amendment is consistent with the pattern of development in the neighborhood.

Conclusions of Law

1. There is Good Cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Land Management Code, including LMC [Chapter 15-2.11](#) Single-Family Zoning District and LMC [Chapters 15-7 and 15-7.1](#).
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 year's 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 construction on this lot, to be approved by the Chief Building Official.
4. New construction shall comply with Land Management Code Section 15-2.11 regarding setbacks, building height, building envelope, etc.
5. All other conditions of approval and platted requirements for the Iron Canyon Subdivision continue to apply and shall be noted on the plat.
6. Prior to issuance of a building permit, the Applicant shall provide a proposal to replace significant vegetation in kind.

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

PASSED AND ADOPTED this 1st Day of September 2022.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

City Recorder

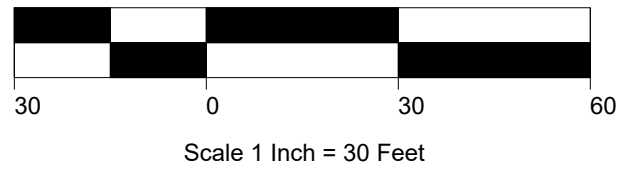
APPROVED AS TO FORM:

City Attorney's Office

Attachment 1 - Plat

IRON CANYON SUBDIVISION LOT 33
- BUILDING PAD ADJUSTMENT

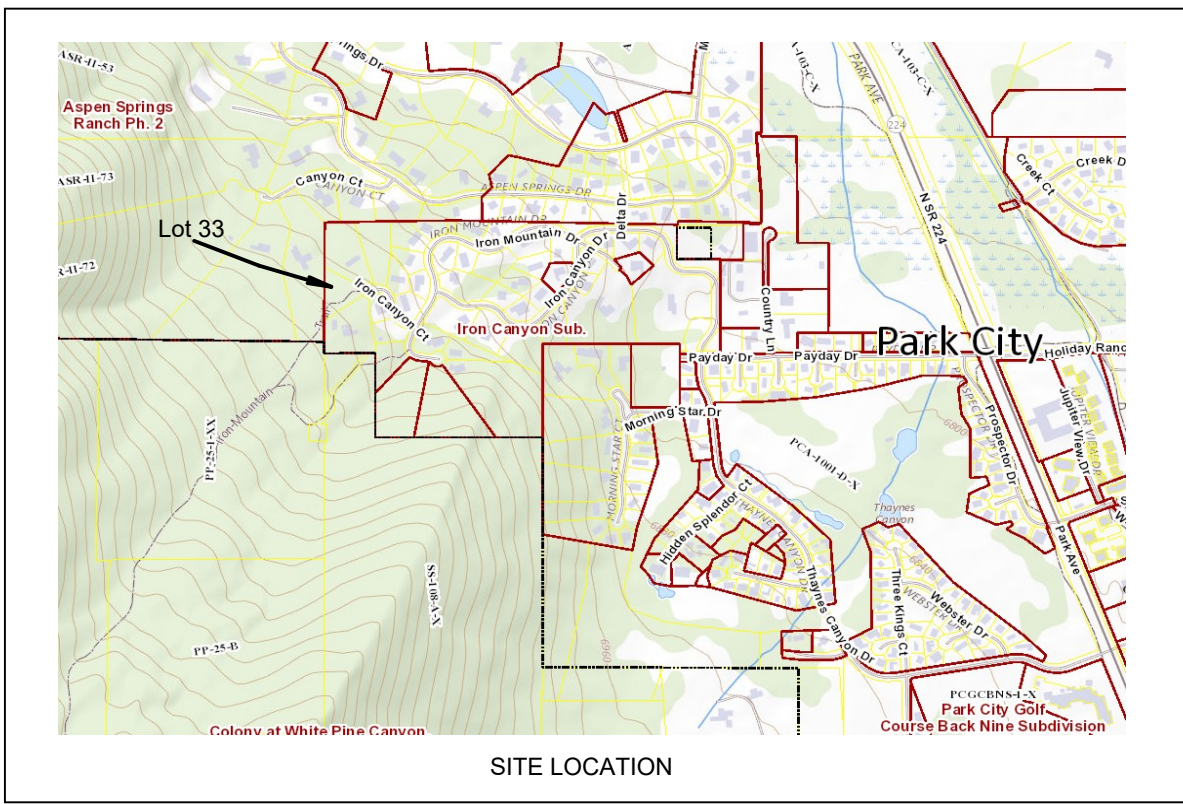
Located in the SW 1/4 of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian
Park City, Summit County, Utah



Legend

- ⊙ Rebar & Cap, Alliance
- ⊕ Street Monument
- ⊙ Rebar & Cap, LS 6084

ADDRESS: 14 IRON CANYON COURT



- Notes:
- This plat is subject to the Conditions of Approval in ordinance _____.
 - 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.
 - The purpose for this plat amendment is to vacate the existing (original) building pad and provide the location and dimensions of the new building pad.
 - This plat amendment is subject to conditions of approval and all general and special notes contained within the Iron Canyon Subdivision Plan (Entry No. 212520) and all other zoning requirements, covenants, restrictions, easements and rights of way, per record documents and City or County Ordinances.

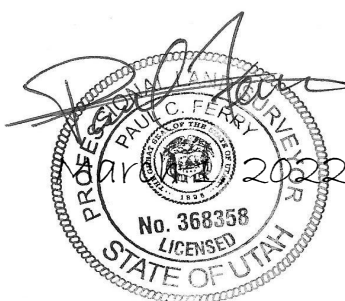
CERTIFICATE OF ATTEST

I Certify this Plat was approved by Park City Council this
16, day of February, 2017

By: _____
Park City Recorder

Surveyor Certificate

I Paul Ferry do certify that I am a Professional Land Surveyor holding certificate No. 368358 as prescribed by the laws of the State of Utah. I further certify that by authority of the owners, I have made of survey of the tract of land shown on this plat and described hereon, and have adjusted the building pad location hereafter to be known as Iron Canyon Subdivision Lot 33, -Building Pad Adjustment and that the same has been correctly surveyed and marked on the ground as shown on this plat.



Boundary Description

Lot 33, Iron Canyon Subdivision, According to the Official Plat thereof on file and of Record in the Office of the Summit County Recorder.

Owner Dedication & Consent to Record

Know by all men by these presents that Heather A. Nania, or her successor, as Trustee of the Heather A. Nania Trust, dated May 28, 2013, that we all of the undersigned owner(s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the Iron Canyon Subdivision Lot 33 - Building Pad Adjustment do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use and does hereby consent to the Recordation of this Plat.

In witness whereof _____ have hereunto set _____ this _____ day of _____ A.D. 20 ____.

Heather A. Nania
as Trustee of the Heather A. Nania Trust
dated May 28, 2013

Acknowledgement

STATE OF UTAH
COUNTY OF SUMMIT

On this _____ day of _____, 20____ Heather A. Nania, Trustee of the Heather A. Nania Trust, dated May 28, 2013, 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, that they acknowledged to me that they executed the Owner's Dedication as Trustee of the aforesaid trust.

By: _____
Notary Public _____ Printed Name _____
My commission expires: _____
Residing in: _____

HIGH MOUNTAIN
SURVEYING, LLC
P.O. Box 445
1325 South Hoytsville Road
Coalville, Utah 84017
435-336-4210

CITY COUNCIL APPROVAL

Approval and Acceptance by the Park City Council this
16, Day of February, 2017.

By: _____
Mayor

CITY PLANNING COMMISSION

Approved by the Park City Planning Commission this 11,
day of January, 2017.

By: _____
Chair

CITY ENGINEER

I find this plat to be in accordance with information on file in my
office this _____ day of _____, 2017.

By: _____
Park City Engineer

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

Reviewed for conformance to the Snyderville Basin Water
Reclamation District Standards this _____, day of
_____, 20____.

By: _____
SBWRD

APPROVAL AS TO FORM

Approved as to form this _____ day of
_____, 2017.

By: _____
Park City Attorney

RECORDED

STATE OF UTAH COUNTY SUMMIT
Recorded and filed at the request of _____
Date: _____ Time: _____
Entry # _____ Fee: _____
County Recorder





KLIMA

Nania House
14 Iron Canyon Ct.
Park City, UT 84098
IC-33
Iron Canyon Lot 33

Description of Project:

We are building a new house, and need the platted building envelope to adjust. We are within all setbacks, and under the required maximum building envelope size.

Thanks!
Chris Price
Architect
chris@klimaarchitecture.com



IMAGE 1 - LOOKING SW



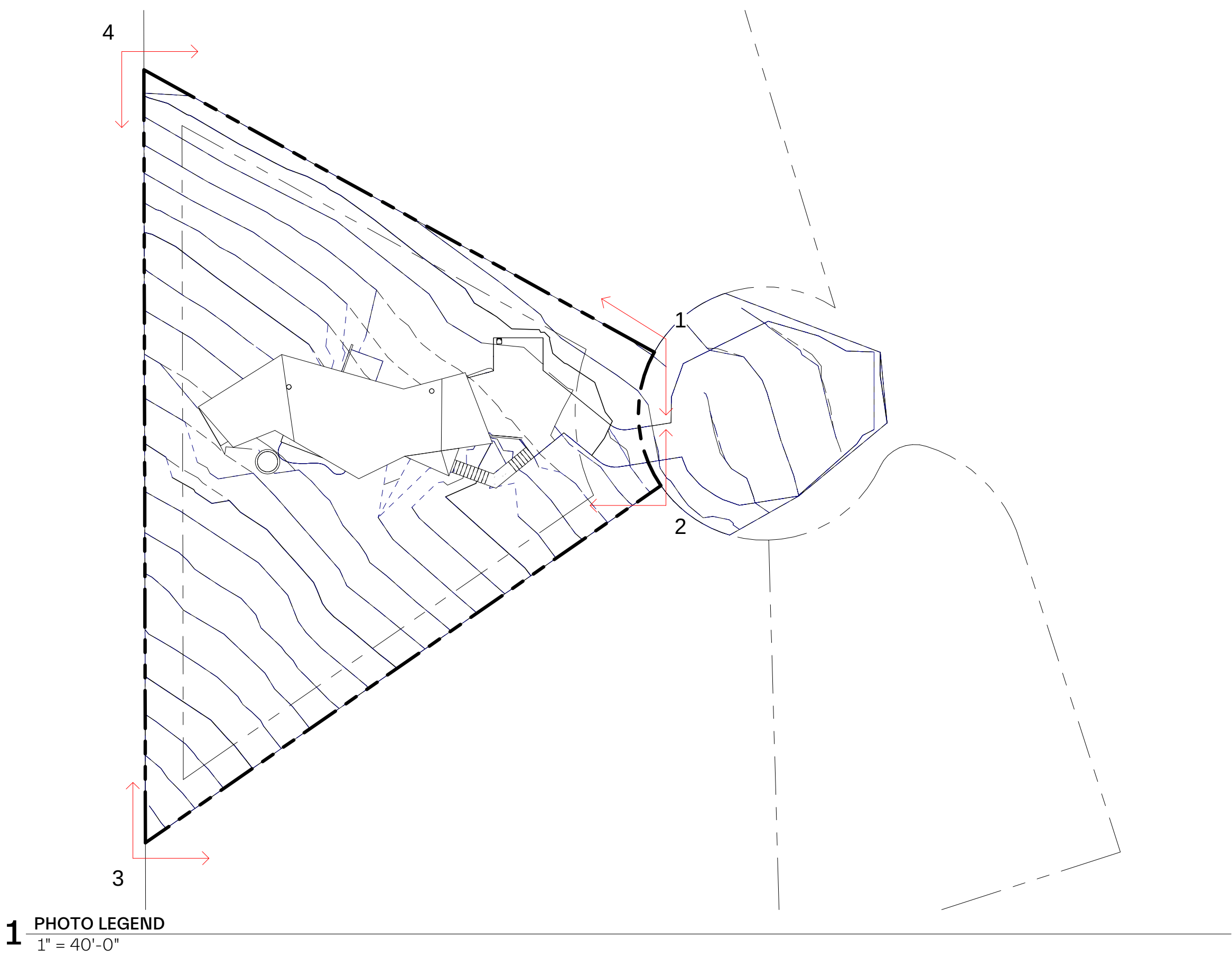
IMAGE 2 - LOOKING NW

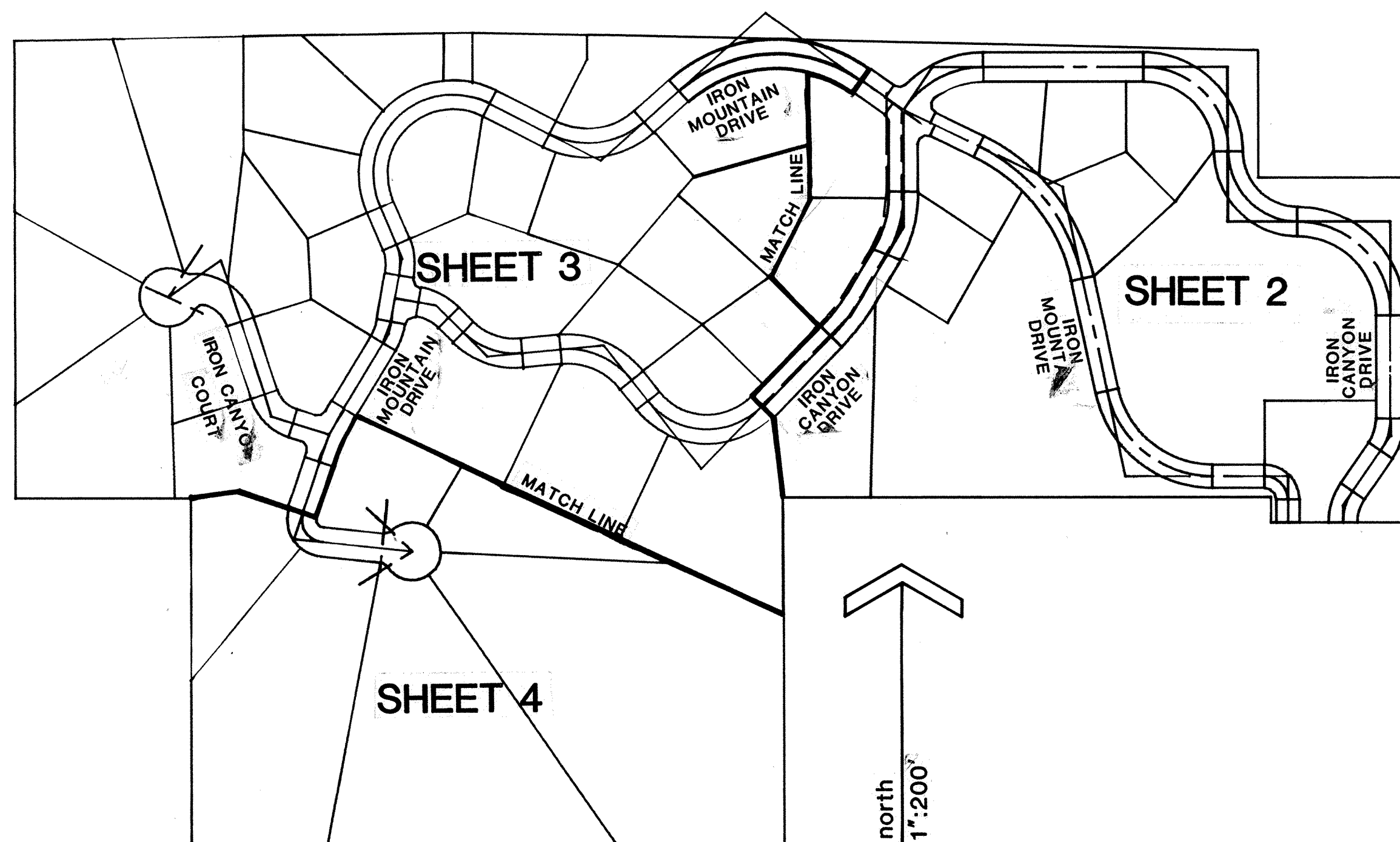


IMAGE 3 - LOOKING NE

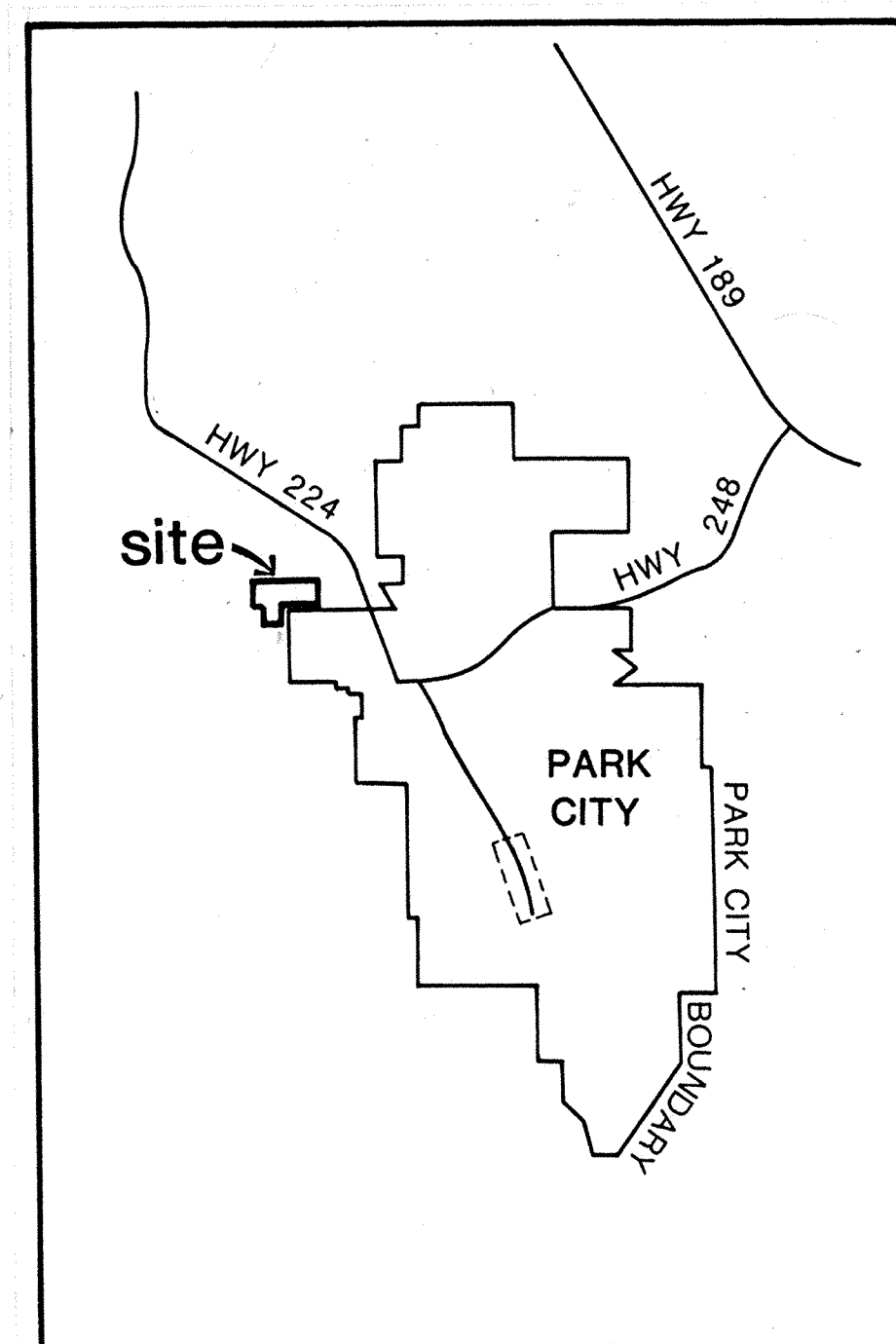


IMAGE 4 - LOOKING SE





INDEX MAP



VICINITY MAP

IRON CANYON

PREPARED FOR

THE BOYER COMPANY
675 EAST 500 SOUTH
SALT LAKE CITY, UTAH

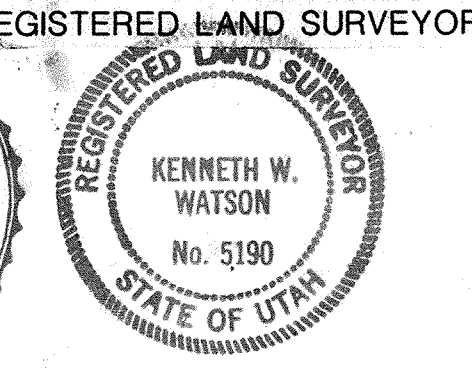
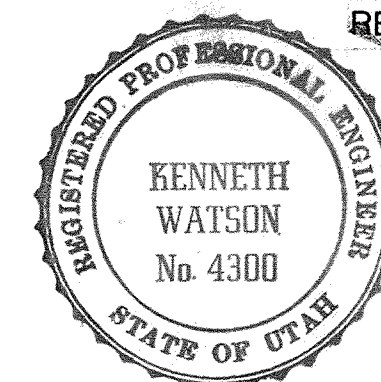
PREPARED BY

ECKHOFF, WATSON & PREATOR
1798 SOUTH WEST TEMPLE
SALT LAKE CITY, UTAH

SURVEYOR'S CERTIFICATE

I, KENNETH W. WATSON, A REGISTERED PROFESSIONAL ENGINEER AND/OR LAND SURVEYOR, HOLD CERTIFICATE NO. 5190, AS PRESCRIBED BY THE STATE OF UTAH, AND DO HEREBY CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HERewith, AND HAVE SUB-DIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TO BE HERE-AFTER KNOWN AS IRON CANYON, AND THAT THE SAME HAS BEEN SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

SIGNED ON THIS 29 DAY OF Sept., 1983



NOTE

- LOTS 12, 14, 15, 27, 33, 34, 40, 42 AND 43 MAY TAKE ADVANTAGE OF SETBACK VARIANCE ALLOWED AS PER SECTION 4-5.5.3 OF THE LAND MANAGEMENT CODE.
- PARK CITY WILL NOT ACCEPT STREETS FOR DEDICATION UNTIL 24 OF THE 45 LOTS HAVE BEEN OCCUPIED.
- ALL EXTERIOR BUILDING MATERIALS SHALL BE CLASS 1-RATED FLAME-SPREAD MATERIALS IN ACCORDANCE WITH UBC 4202. ALL RESIDENCES SHALL BE FIRE SPRINKLED IN ACCORDANCE WITH UBC 38-1-82.

LEGAL DESCRIPTION

IRON CANYON LEGAL DESCRIPTION

A parcel of land located in the S.W. 1/4 of Section 5 and the N.W. 1/4 of Section 8, T2S, R4E, Salt Lake Base and Meridian being further described as follows:

Beginning at a point on the south line of the S.W. 1/4 of said Section 5, said point being South 89°21'00" West 246.55 feet from the South 1/4 corner of said Section 5 to the prolongation of an existing wood rail fence running northerly; thence along the prolongation of said fence South 0°04'12" West 11.37 feet to the northerly line of the Quitclaim deed exhibit "B" as stated in book M 58 page 60 of recorded document in the Summit County recorder's office; thence West 244.02 feet; thence North 44.00 feet to the Northeast corner parcel of land described in Book F page 389 as recorded in the Summit County recorder's office; thence West 840.00 feet to the N.W. corner of Thayne Canyon subdivision No. 3 as shown on said subdivision plat; thence South 600.00 feet; thence West 1020.00 feet; thence North 543.50 feet to the South line of said Section 5; thence South 89°21'00" West 278.64 feet to the S.W. corner of said Section 5; thence North 0°12'32" West along said section line 842.84 feet, to a point on the boundary line agreement as stated in book M 230 page 626 and recorded in the Summit County recorder's office; thence North 88°50'23" East 376.77 feet; thence North 89°19'58" East 395.03 feet; thence South 88°50'22" East 1350.28 feet to a point that is defined in the boundary line agreement recorded in book M 230 page 626 in the Summit County recorder's office, the South 1/4 corner of said Section 5 as referenced in said boundary line agreement is located West 2639.77 feet from the S.E. corner of said Section 5; thence South 222.96 feet to the prolongation of an existing fence running easterly; thence along said fence and the prolongation of said fence North 89°34'50" East 264.75 feet to the prolongation of an existing rail fence running southerly; thence along said prolongation and said fence line South 0°04'12" West 579.66 feet to the point of beginning. Containing 56.21 acres more or less.

Basis of bearings being the south line of Section 4, T2S, R4E, Salt Lake Base and Meridian which has a bearing of South 89°49'21" West.

OWNER'S DEDICATION

KNOW ALL BY THESE PRESENT THAT WE THE UNDERSIGNED OWNERS OF THE DESCRIBED TRACT OF LAND BELOW, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO HEREAFTER BE KNOWN AS IRON CANYON, DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND DO WARRANT, DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER INCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, OPERATION, AND MAINTENANCE OF THE STREETS AND DO FURTHER DEDICATE THE EASEMENTS AS SHOWN.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 13th DAY OF October, 1983.

SIGNED H. Boyer, Owner, The Boyer Company SIGNED _____

SIGNED _____ SIGNED _____

SIGNED _____ SIGNED _____

ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF Salt Lake } s.s.

ON THE 13th DAY OF October A.D. 1983, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF Salt Lake, IN THE STATE OF UTAH, THE SIGNERS OF THE ABOVE OWNER'S DEDICATION, one IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT they SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

DeAnn D. Balli
NOTARY PUBLIC
RESIDING AT Salt Lake City
MY COMMISSION EXPIRES: 4-28-85

CITY COUNCIL APPROVAL

PRESENTED TO PARK CITY
CITY COUNCIL THIS 27th DAY OF OCTOBER
A.D. 1983, John C. Price Sr., Mayor
ATTEST William R. Gathorn, Recorder

CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK
CITY CITY ENGINEERING DEPARTMENT ON
THIS 20th DAY OF OCTOBER A.D. 1983.
Eric W. DeHaan, P.E.
CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE 22nd
CITY PLANNING COMMISSION ON THIS 27th DAY
OF October A.D. 1983.

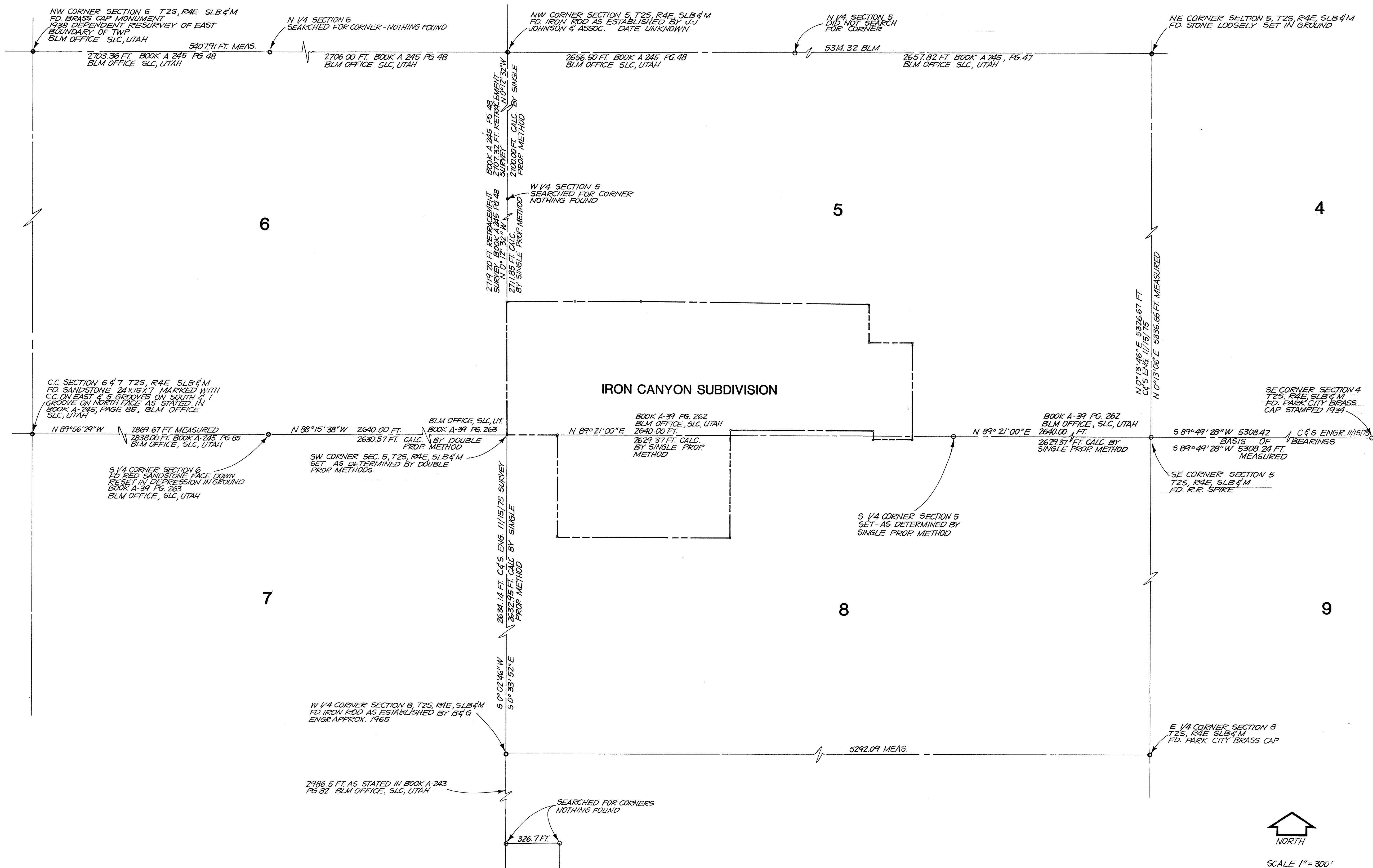
APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 27
DAY OF October A.D. 1983.
Thomas E. Clyde
CITY ATTORNEY

RECORDED

No. 212520 Date: 10-28-83
STATE OF Utah At: 4:09
COUNTY OF Summit Fee: \$97.00
RECORDED AND FILED AT THE REQUEST OF
Western States Title Co. Alan Springs
COUNTY RECORDER

EWP ECKHOFF, WATSON and
PREATOR ENGINEERING
ENGINEERS
PLANNERS
SURVEYORS



Project Number		Sheet Number		SHEET 2 OF 5	
The Boyer Company		675 East 500 South Salt Lake City, Utah 84102		IRON CANYON SECTION CONTROL	
Eckhoff, Watson and Pretor Engineering		ENGINEERS • PLANNERS • SURVEYORS		DATE: 9/15/83	
Drawn		Checked		By	
JWW		JWW		JWW	
Date		Date		Date	
9/15/83		9/15/83		9/15/83	

9/21/03 - UPDATE

Project Number

9/21/03

Client

THE BOYER COMPANY

Surveyor

ECKHOFF, WATSON and PREATOR ENGINEERING

Scale

1" = 50'

By

Checked

Date

Drawn

Approved

Date

Engineers • Planners • Surveyors

Project Number

9/21/03

Client

THE BOYER COMPANY

Surveyor

ECKHOFF, WATSON and PREATOR ENGINEERING

Scale

1" = 50'

By

Checked

Date

Drawn

Approved

Date

Engineers • Planners • Surveyors

Project Number

9/21/03

Client

THE BOYER COMPANY

Surveyor

ECKHOFF, WATSON and PREATOR ENGINEERING

Scale

1" = 50'

By

Checked

Date

Drawn

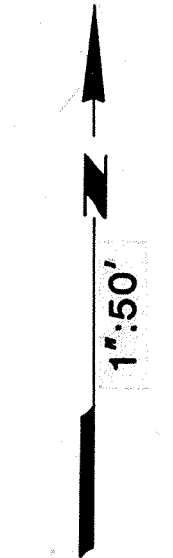
Approved

Date

Engineers • Planners • Surveyors

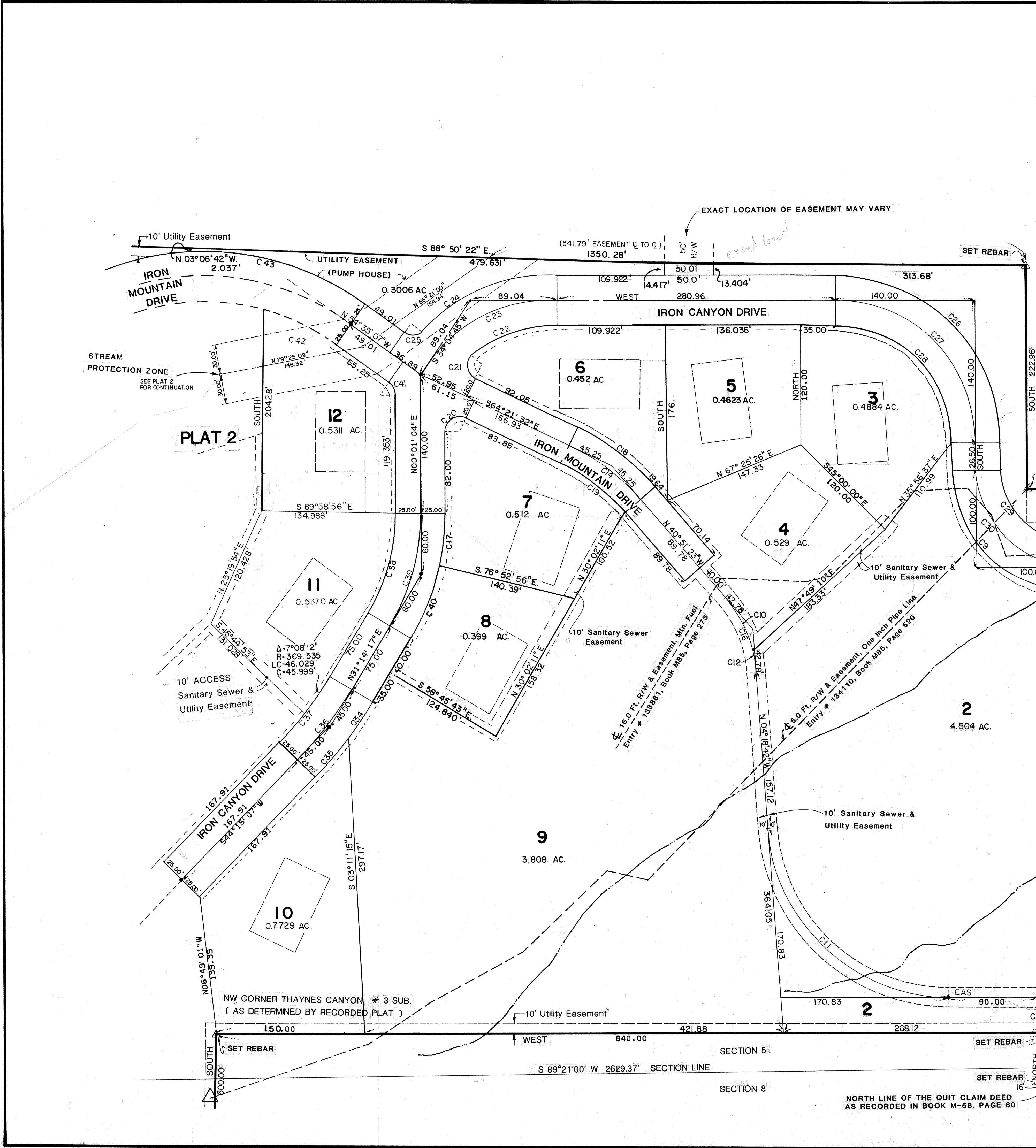
CURVE DATA					CHORD BEARING
	Δ	R	L	C	
C2	34° 44' 37"	120.896	73.31	72.192	N 17° 22' 18" E
C3	34° 44' 37"	70.896	42.990	42.335	N 17° 22' 18" E
C4	34° 44' 37"	95.896	58.15	57.263	N 17° 22' 18" E
C5	34° 44' 37"	120.896	73.31	72.192	N 17° 22' 18" E
C6	34° 44' 37"	70.896	42.99	42.335	N 17° 22' 18" E
C7	34° 44' 37"	95.896	58.15	57.263	N 17° 22' 18" E
C8	90° 00' 00"	75.00	117.81	108.066	N 45° 00' 00" W
C9	90° 00' 00"	125.00	196.350	176.777	N 45° 00' 00" W
C10	27° 34' 43"	129.575	62.369	61.769	S 27° 04' 01" E
C11	86° 41' 18"	184.195	275.472	250.508	N 47° 09' 21" E
C12	08° 57' 58"	129.575	20.277	20.275	S 08° 47' 41" E
C13	38° 10' 09"	40.00	26.647	26.157	S 70° 54' 56" E
C14	23° 30' 09"	217.529	89.230	88.606	N 52° 36' 28" W
C15	51° 49' 51"	40.00	36.185	34.964	S 25° 54' 56" E
C16	36° 32' 41"	129.575	62.369	61.769	S 27° 04' 01" E
C17	13° 05' 09"	239.749	54.757	54.638	S 06° 33' 38" E
C18	23° 30' 03"	237.529	97.433	96.172	N 52° 36' 28" E
C19	23° 30' 03"	137.523	81.285	80.459	N 52° 36' 28" E
C20	11° 37' 22"	15.00	30.269	25.389	N 57° 49' 06" E
C21	117° 49' 08"	15.00	30.845	25.691	N 05° 26' 58" W
C22	36° 32' 41"	142.741	91.033	89.498	N 71° 43' 48" E
C23	55° 55' 16"	167.742	163.717	157.296	N 62° 02' 23" E
C24	44° 34' 51"	192.741	149.968	146.214	N 67° 42' 34" E
C25	79° 59' 44"	15.00	20.943	19.283	N 85° 25' 01" E
C26	90° 00' 00"	165.00	259.18	233.742	S 45° 00' 00" E
C27	90° 00' 00"	140.00	219.92	197.990	S 45° 00' 00" E
C28	90° 00' 00"	115.00	180.645	162.635	S 45° 00' 00" E
C29	90° 00' 00"	75.00	117.810	108.066	S 45° 00' 00" E
C30	90° 00' 00"	100.00	157.080	141.421	S 45° 00' 00" E
C31	90° 00' 00"	125.00	196.350	176.777	S 45° 00' 00" E
C32	90° 00' 00"	100.00	157.080	141.421	S 45° 00' 00" E
C33	90° 00' 00"	40.00	62.832	56.569	S 45° 00' 00" E
C34	06° 08' 44"	419.535	45.00	44.978	S 34° 18' 39" W
C35	06° 52' 06"	419.535	50.291	50.261	N 40° 49' 04" E
C36	13° 00' 50"	394.535	89.613	89.420	N 37° 44' 42" E
C37	13° 00' 50"	369.535	83.937	83.754	N 37° 44' 42" E
C38	31° 13' 13"	189.749	103.594	102.119	N 15° 37' 40" E
C39	31° 13' 13"	214.749	117.016	115.574	N 15° 37' 40" E
C40	18° 08' 04"	239.749	75.882	75.566	S 22° 01' 15" W
C41	54° 36' 12"	15.00	14.295	13.760	N 27° 17' 01" W
C42	21° 12' 03"	226.197	83.698	83.221	N 65° 11' 08" W
C43	38° 31' 35"	276.197	185.718	182.239	S 73° 50' 54" E
C110	36° 32' 41"	121.575	77.544	76.236	N 22° 35' 02" W

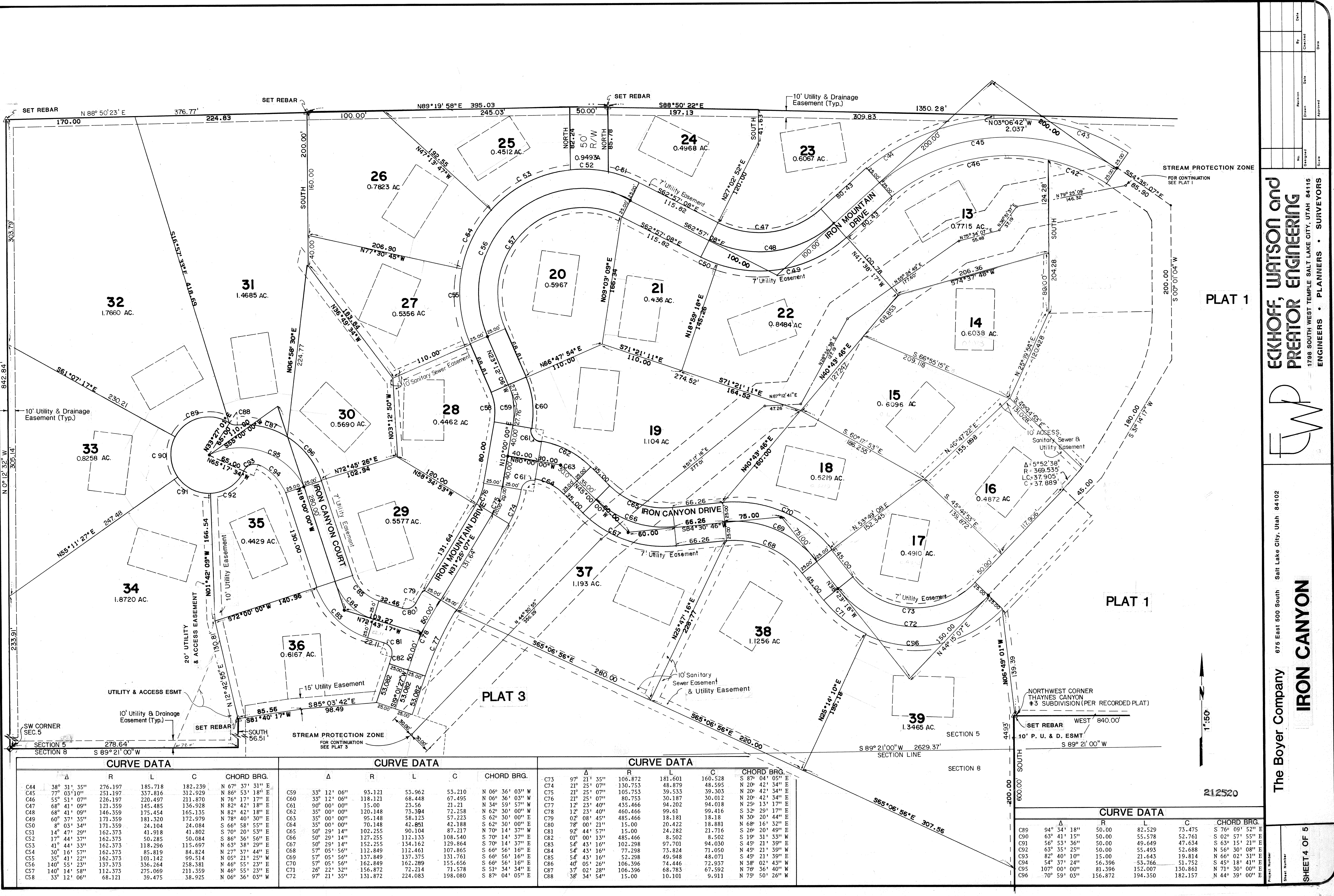
LEGEND
• Monuments To Be Set
□ BUILDING PAD



212520
SE CORNER SECTION 4
PARK CITY MON.
S1/4 CORNER
SEC. 5
SE CORNER
SEC. 5
T.2S., R.4E., S.L.B.&M
FD. R.R. SPIKE
BASIS OF BEARING
C & S ENGINEERING SURVEY-1975

PAYDAY DRIVE		THAYNES CANYON SUBDIVISION	
85.00'	40.00'	155.00'	40.00'
40.00'	40.00'	40.00'	80.00'
25.00'	25.00'	25.00'	25.00'





CURVE DATA					CURVE DATA					CURVE DATA					SECTION 8				
Δ	R	L	C	CHORD BRG.	Δ	R	L	C	CHORD BRG.	Δ	R	L	C	CHORD BRG.	Δ	R	L	C	CHORD BRG.
C44	38° 31' 35"	276.197	185.718	182.239	N 67° 37' 31" E	C59	33° 12' 06"	93.121	53.962	53.210	N 06° 36' 03" W	C73	97° 21' 35"	106.872	181.601	160.528	S 87° 04' 05" E		
C45	77° 03' 10"	251.197	337.816	312.929	N 86° 53' 18" E	C60	33° 12' 06"	118.121	68.448	67.495	N 06° 36' 03" W	C74	21° 25' 07"	130.753	48.879	48.595	N 20° 42' 34" E		
C46	55° 51' 07"	226.197	220.497	211.870	N 76° 17' 17" E	C61	90° 00' 00"	15.00	23.56	21.21	N 34° 59' 57" W	C75	21° 25' 07"	105.753	39.533	39.303	N 20° 42' 34" E		
C47	68° 41' 09"	121.359	145.485	136.928	N 82° 42' 18" E	C62	35° 00' 00"	120.148	73.394	72.258	N 62° 30' 00" W	C76	21° 25' 07"	80.753	30.187	30.012	N 20° 42' 34" E		
C48	68° 41' 09"	146.359	175.454	165.135	N 82° 42' 18" E	C63	35° 00' 00"	95.148	58.123	57.223	S 62° 30' 00" E	C77	12° 23' 40"	435.466	94.202	94.018	N 25° 13' 17" E		
C49	60° 37' 35"	171.359	181.320	172.979	N 78° 40' 30" E	C64	35° 00' 00"	70.148	42.851	42.188	S 62° 30' 00" E	C78	12° 23' 40"	460.466	99.61	99.416	S 32° 29' 17" E		
C50	8° 03' 34"	171.359	24.104	24.084	S 66° 58' 55" E	C65	50° 29' 14"	102.255	90.104	87.217	N 70° 14' 37" W	C79	02° 08' 45"	485.466	18.181	18.18	N 30° 20' 44" E		
C51	14° 47' 29"	162.373	41.918	41.802	S 70° 20' 53" E	C66	50° 29' 14"	127.255	112.133	108.540	S 70° 14' 37" E	C80	78° 00' 21"	15.00	20.422	18.881	N 68° 16' 32" E		
C52	17° 44' 37"	162.373	50.285	50.084	S 86° 36' 56" E	C67	50° 29' 14"	152.255	134.162	129.864	S 70° 14' 37" E	C81	92° 44' 57"	15.00	24.282	21.716	S 26° 20' 49" E		
C53	41° 44' 33"	162.373	118.296	115.697	N 63° 38' 29" E	C68	57° 05' 56"	112.849	112.461	107.865	S 66° 56' 16" E	C82	01° 00' 13"	485.466	8.502	8.502	S 19° 31' 33" W		
C54	30° 16' 57"	162.373	85.819	84.824	N 27° 37' 44" E	C69	57° 05' 56"	137.849	137.375	131.761	S 66° 56' 16" E	C83	54° 43' 16"	102.298	97.701	94.030	S 45° 21' 39" E		
C55	35° 41' 22"	162.373	101.142	99.514	N 05° 21' 25" W	C70	57° 05' 56"	162.849	162.289	155.656	S 66° 56' 16" E	C84	54° 43' 16"	77.298	73.824	71.050	N 45° 21' 39" W		
C56	140° 55' 23"	137.373	336.264	258.381	N 46° 55' 23" E	C71	26° 22' 32"	156.872	72.214	71.578	S 51° 34' 34" E	C85	54° 43' 16"	52.298	49.948	48.071	S 45° 21' 39" E		
C57	140° 14' 58"	112.373	275.069	211.359	N 46° 55' 23" E	C72	97° 21' 35"	131.872	224.083	198.080	S 87° 04' 05" E	C86	40° 05' 26"	106.396	74.446	72.937	N 38° 02' 43" W		
C58	33° 12' 06"	68.121	39.475	38.925	N 06° 36' 03" W							C87	37° 02' 28"	106.396	68.783	67.592	N 76° 36' 40" W		
												C88	38° 34' 54"	15.00	10.101	9.911	N 75° 50' 26" W		

212520

565°06'56"E 307.56

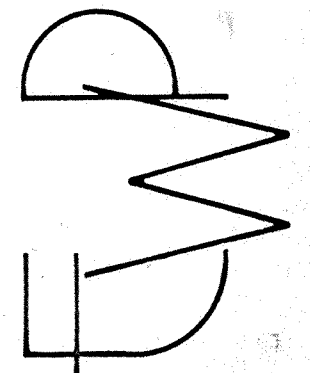
CURVE DATA					
Δ	R	L	C	CHORD BRG.	
C89	94° 34' 18"	50.00	82.529	73.475	S 76° 09' 52" E
C90	63° 41' 15"	50.00	55.578	52.761	S 02° 57' 55" E
C91	56° 53' 36"	50.00	49.649	47.634	S 63° 15' 21" E
C92	63° 35' 25"	50.00	55.493	52.688	N 56° 30' 08" E
C93	82° 40' 10"	15.00	21.643	19.814	N 66° 02' 31" E
C94	54° 37' 24"	56.396	53.766	51.752	S 45° 18' 41" E
C95	107° 00' 00"	81.396	152.007	130.861	N 71° 30' 00" E
C96	70° 59' 03"	156.872	194.350	182.157	N 44° 39' 00" E

Project Number

Sheet Number

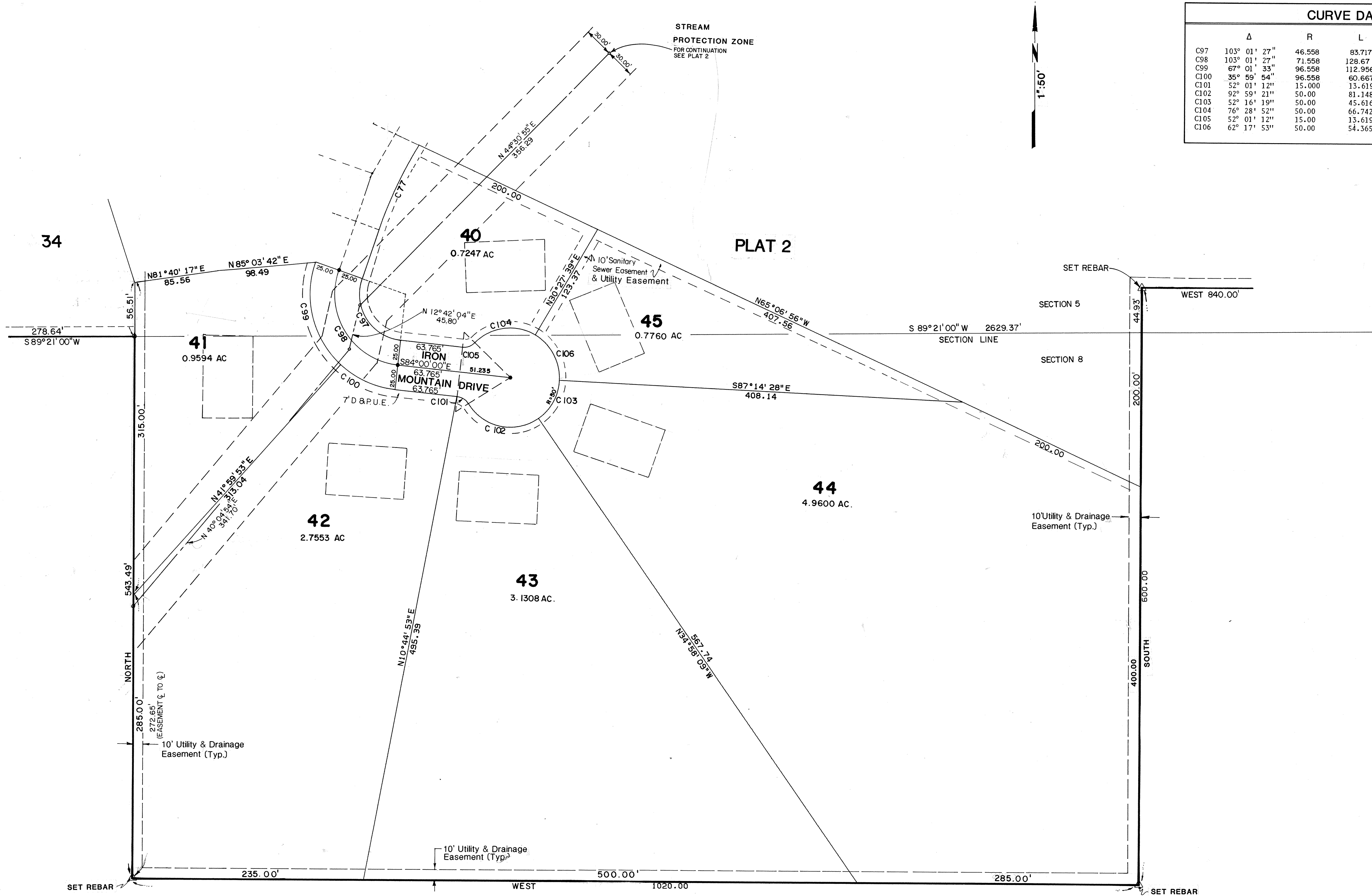
SHEET 4 OF 5

ECKHOFF, WATSON and
PREATOR ENGINEERING
1798 SOUTH WEST TEMPLE SALT LAKE CITY, UTAH 84115
ENGINEERS • PLANNERS • SURVEYORS



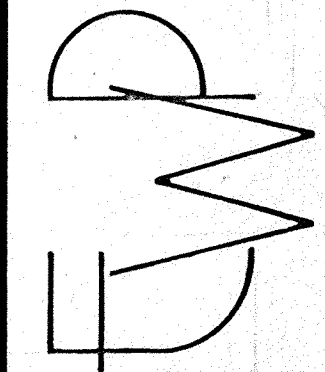
The Boyer Company 675 East 500 South Salt Lake City, Utah 84102

IRON CANYON



CURVE DATA					
	Δ	R	L	C	CHORD BRG.
C97	103° 01' 27"	46.558	83.717	72.886	S 32° 29' 17" E
C98	103° 01' 27"	71.558	128.67	112.023	S 32° 29' 17" E
C99	67° 01' 33"	96.558	112.956	106.625	S 14° 29' 20" E
C100	35° 59' 54"	96.558	60.667	59.674	S 56° 00' 03" E
C101	52° 01' 12"	15.000	13.619	13.156	S 57° 59' 24" E
C102	92° 59' 21"	50.00	81.148	72.531	S 78° 28' 28" E
C103	52° 16' 19"	50.00	45.616	44.050	N 28° 53' 42" E
C104	76° 28' 52"	50.00	66.742	61.896	S 82° 13' 13" W
C105	52° 01' 12"	15.00	13.619	13.156	S 57° 59' 24" E
C106	62° 17' 53"	50.00	54.365	51.727	N 28° 23' 24" W

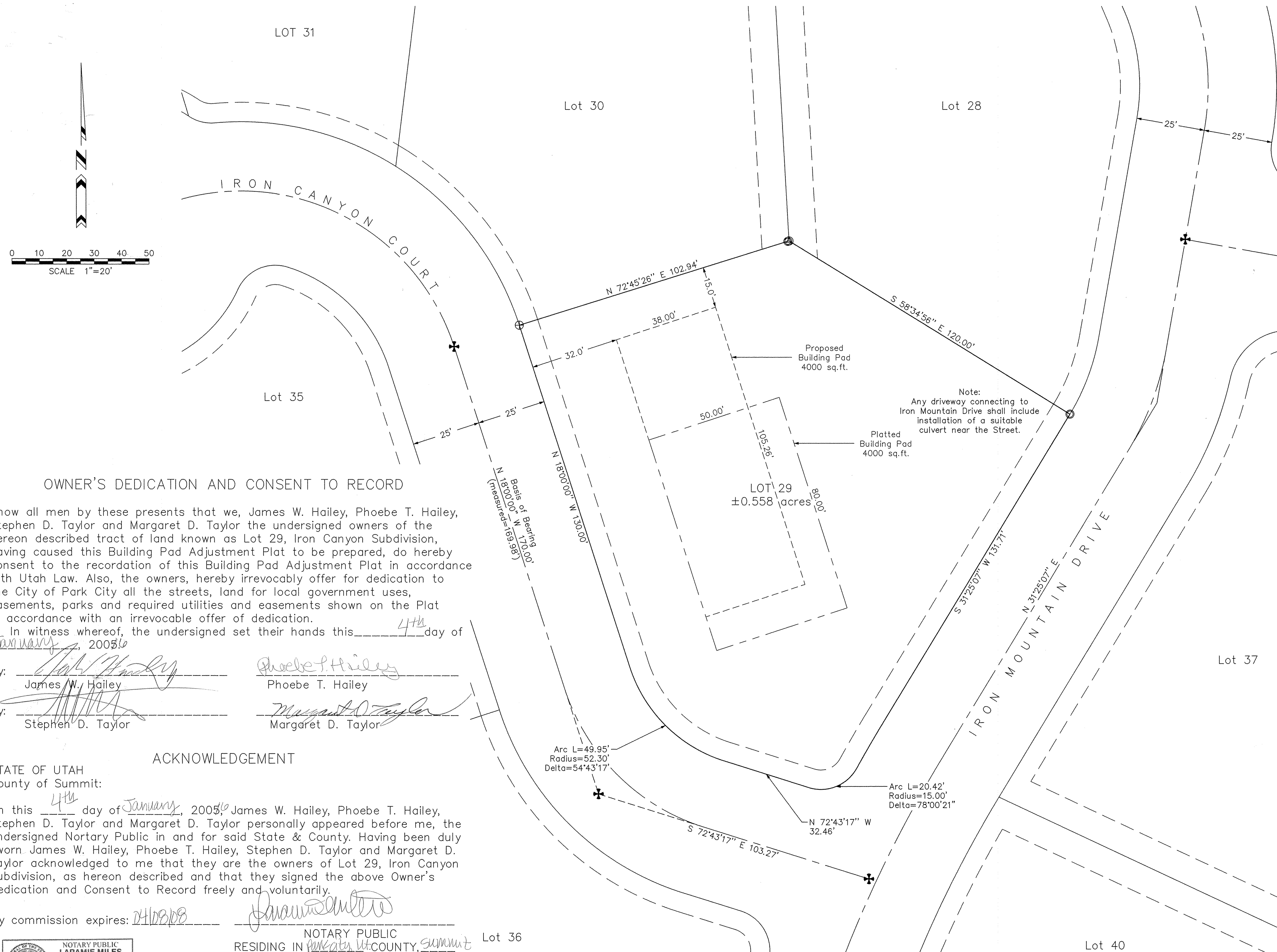
ECKHOFF, WATSON and
PREATOR ENGINEERING
1788 SOUTH WEST TEMPLE SALT LAKE CITY, UTAH 84115
ENGINEERS • PLANNERS • SURVEYORS



The Boyer Company 675 East 500 South Salt Lake City, Utah 84102

IRON CANYON

Iron Canyon Subdivision Lot 29 Building Pad Adjustment



NARRATIVE

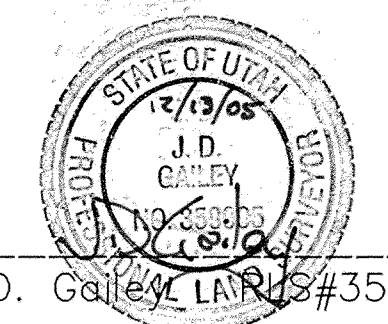
1. Survey requested by: James W. Hailey, et al.
2. Purpose of survey: building pad adjustment.
3. Basis of survey: found Street Monuments as shown.
4. Property monuments found as shown.
5. Located in the Southwest Quarter of Section 5, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
6. See the official plat of Iron Canyon Subdivision, for other possible easements, restrictions or setbacks.
7. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report.
8. The Street address of the Lot is 2451 Iron Mountain Drive.

LEGAL DESCRIPTION

All of Lot 29, Iron Canyon Subdivision, according to the official plat thereof, on file and of record in the office of the Summit County Recorder; containing 0.558 acres, more or less.

SURVEYOR'S CERTIFICATE

I, J.D. Gailey, a Registered Land Surveyor as prescribed by the laws of the State of Utah and holding License No. 359005, do hereby certify that I have supervised a survey of the hereon described property and that this plat is a true representation of said property.



Dec. 13, 2005
Date

J.D. Gailey, LARS#359005

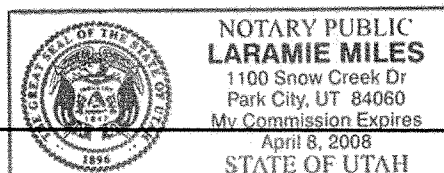
ACKNOWLEDGEMENT

STATE OF UTAH
County of Summit:

On this 4th day of January, 2005, James W. Hailey, Phoebe T. Hailey, Stephen D. Taylor and Margaret D. Taylor personally appeared before me, the undersigned Notary Public in and for said State & County. Having been duly sworn, James W. Hailey, Phoebe T. Hailey, Stephen D. Taylor and Margaret D. Taylor acknowledged to me that they are the owners of Lot 29, Iron Canyon Subdivision, as hereon described and that they signed the above Owner's Dedication and Consent to Record freely and voluntarily.

My commission expires: 2/10/2008

NOTARY PUBLIC
RESIDING IN Park City, Utah, Summit Lot 36



Alpine Survey, Inc.
19 Prospector Dr.
Park City, Utah 84060
(435) 655-8016

SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT STANDARDS
ON THIS 4th DAY OF Jan, 2006

BY: [Signature]
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

PLANNING COMMISSION
APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS 12
DAY OF January, 2006 A.D.

BY: [Signature]
SUMMIT

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS 5th
DAY OF JANUARY, 2005 A.D.
BY: [Signature] PE
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 17
DAY OF January, 2006 A.D.
BY: [Signature]
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS 10 DAY
OF NOVEMBER, 2005 A.D.
BY: [Signature]
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS 10th DAY OF November,
2005 A.D.
BY: [Signature]
MAYOR

#767452 RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF FIRST AMERICAN TITLE
DATE 2/2/06 TIME 12:37 PM BOOK --- PAGE ---
FEE 31.00 [Signature] RECORDER

**IRON CANYON SUBDIVISION
AMENDMENT TO LOT 11**

LYING WITHIN THE SOUTHWEST QUARTER OF
SECTION 5, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

OWNERS DEDICATION AND ACKNOWLEDGMENT FOR LOT 11 IRON CANYON SUBDIVISION PLAT
AMENDMENT.

Known all men by these presents: That the undersigned are the owners of the herein
described tract of land, hereafter to be known as the Lot 11 Iron Canyon Subdivision Plat
Amendment. In witness to thereof we have here into set our hands this ____ day of ____
2006.

Michael E. Corcoran Gail B. Corcoran
Michael E. Corcoran Gail B. Corcoran

ACKNOWLEDGMENT

State of Utah Connecticut
County of Summit Fairfield

On this 23 day of June, 2006, personally appeared before me, the undersigned
Notary Public, in and for said County of Summit, in said State of Utah, Michael E. Corcoran and Gail B.
Corcoran, being duly sworn acknowledged to me that they are the owner of the herein described tract
of land and he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Leslie A. Marchese
Notary Public
State of Connecticut
My commission expires: October 31, 2009

LEGAL DESCRIPTION

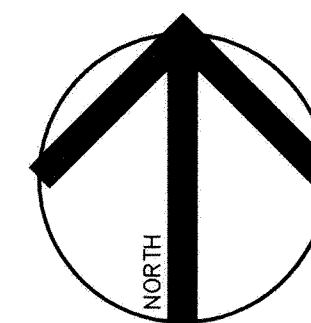
ALL OF LOT 11 LYING WITHIN IRON CANYON SUBDIVISION PLAT, ON FILE AND OF
RECORD AT THE SUMMIT COUNTY RECORDER'S OFFICE.

THE PURPOSE OF THIS PLAT AMENDMENT IS TO CHANGE THE BUILDING PAD TO
BETTER REFLECT THE LOCATION OF THE CURRENT AND PROPOSED STRUCTURE
ON THE LOT.

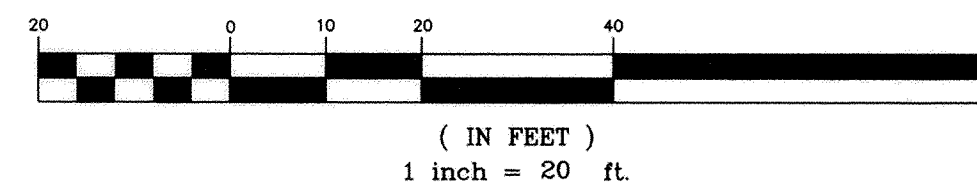
ORIGINAL BUILDING PAD AREA	PROPOSED BUILDING PAD AREA
4,000 SQUARE FEET	3983.3 SQUARE FEET

BUILDING PAD AREA DECREASED
16.7 SQUARE FEET

[2425] ADDRESS ON IRON CANYON DRIVE



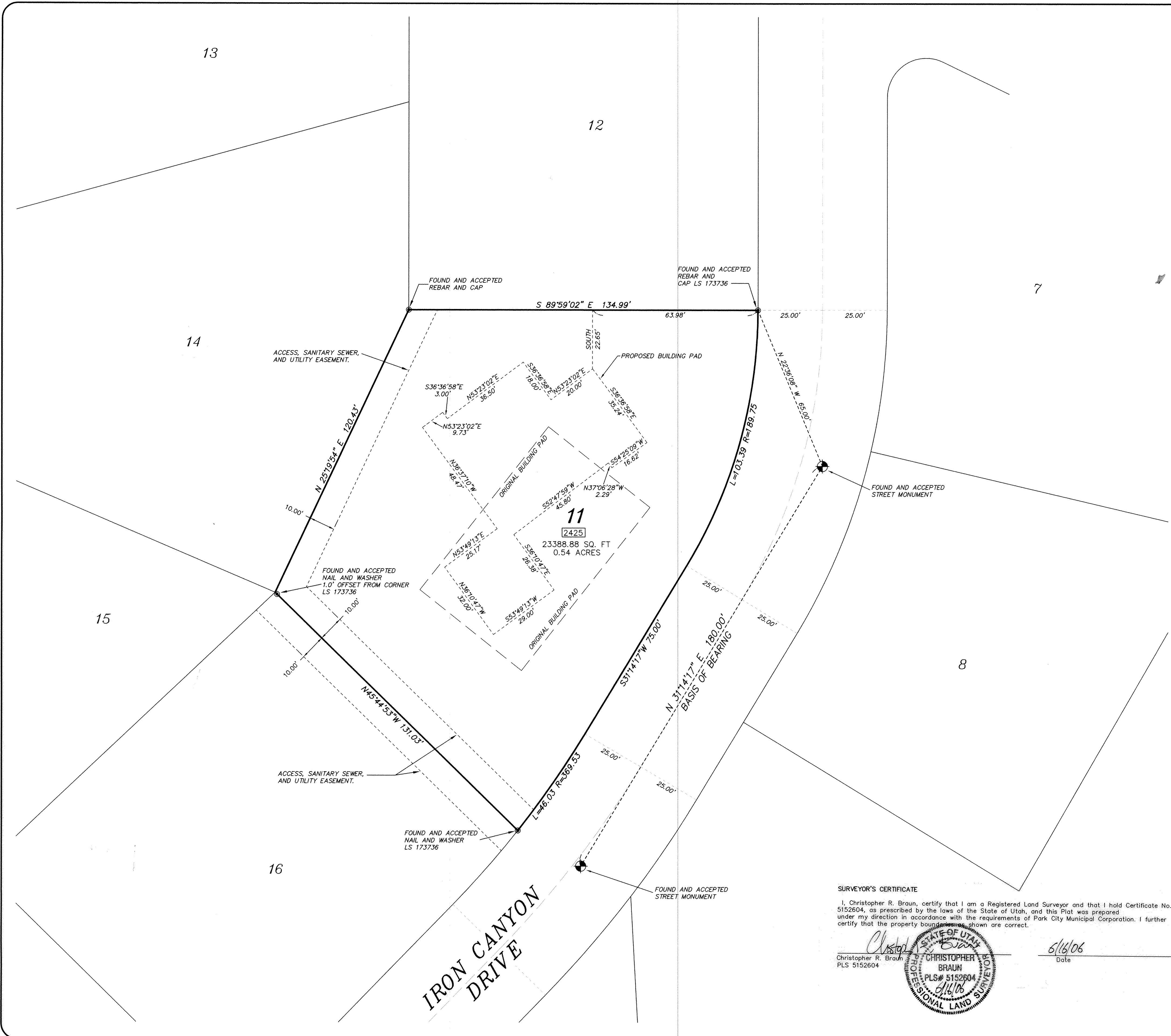
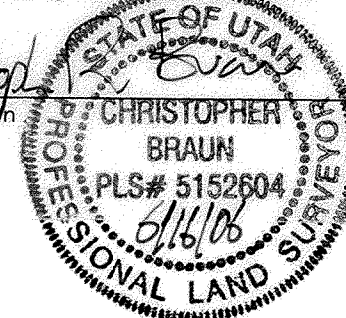
GRAPHIC SCALE



SURVEYOR'S CERTIFICATE

I, Christopher R. Braun, certify that I am a Registered Land Surveyor and that I hold Certificate No.
5152604, as prescribed by the laws of the State of Utah, and this Plat was prepared
under my direction in accordance with the requirements of Park City Municipal Corporation. I further
certify that the property boundaries shown are correct.

Christopher R. Braun 6/16/06
PLS 5152604 Date



CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF PARK CITY
CITY COUNCIL THIS 1st DAY OF JUNE
A.D. 2006. AT WHICH TIME THIS
RECORD OF SURVEY WAS APPROVED.

Dana Williams
MAYOR
Paul M. Satt
CITY RECORDER

CITY ENGINEER

APPROVED AND ACCEPTED BY THE
PARK CITY CITY ENGINEERING DEPART-
MENT ON THIS 18th DAY OF JULY
A.D. 2006

Eric W. O'Hanlon PE
CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK
CITY PLANNING COMMISSION ON THIS 24th
DAY OF MAY A.D. 2006.

Michael
CHAIRMAN

SEWER DISTRICT APPROVAL

REVIEWED FOR CONFORMANCE TO SNYDERVILLE
BASIN WATER RECLAMATION DISTRICT
STANDARDS THIS 16th DAY OF June
A.D. 2006

B. D. L.
S.B.W.R.D.

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 11th
DAY OF August A.D. 2006

Paul S. M.
CITY ATTORNEY

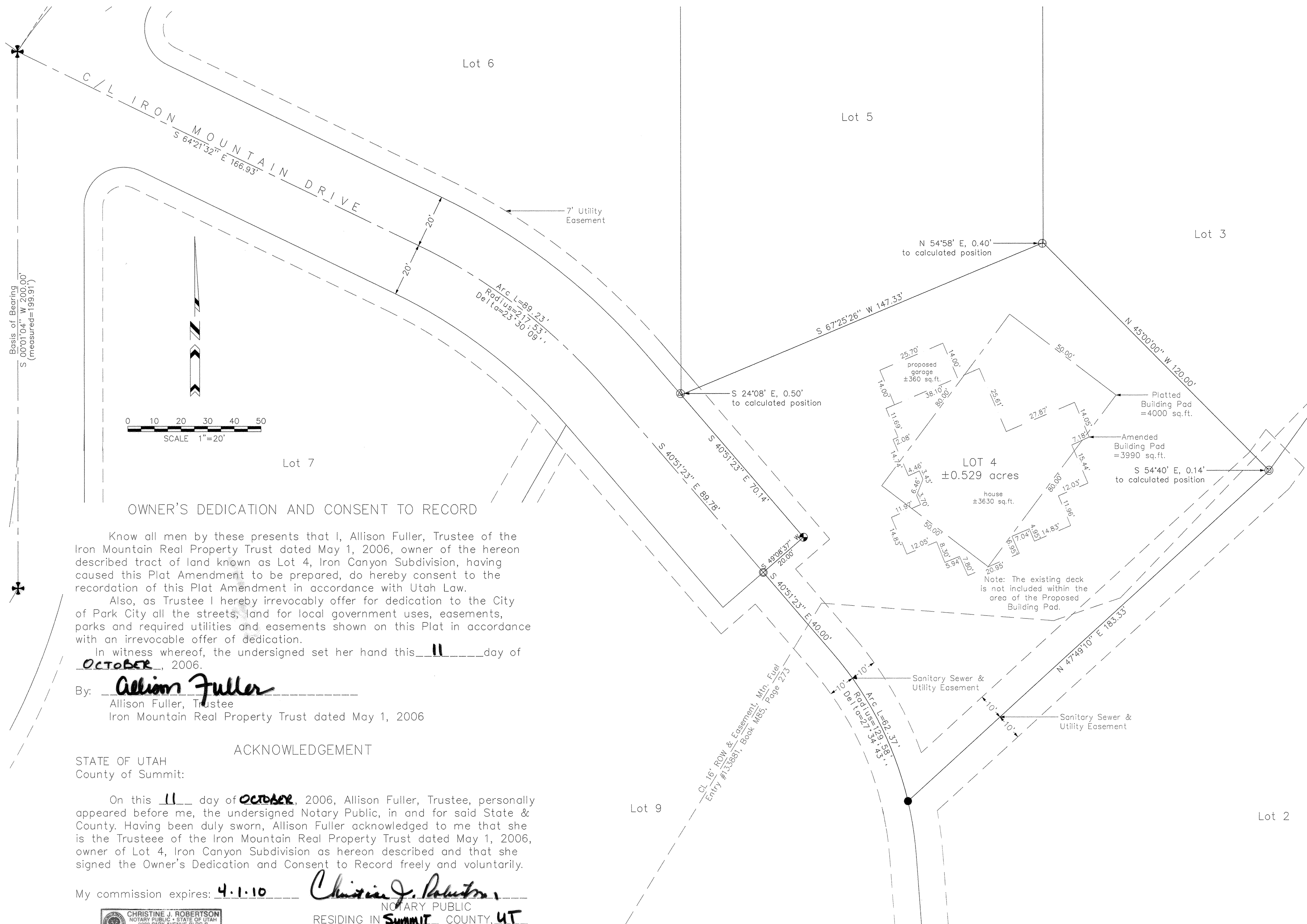
RECORDED

No. 788378
STATE OF Utah
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
Equity Title
Date: 8-24-06 Time: 8:38 A.M.
Fee: \$31.00 Denise B. Bowen Deputy
COUNTY RECORDER

Park City Surveying

P.O. BOX 3003 PARK CITY, UTAH 84060
435-649-2918 FAX 649-4637

Iron Canyon Subdivision Lot 4 Plat Amendment



NARRATIVE

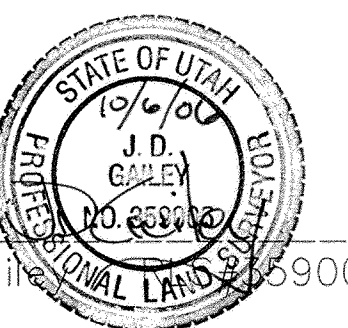
1. Survey requested by: Allison Fuller.
2. Purpose of survey: building pad adjustment.
3. Basis of survey: found Street Monuments as shown.
4. Property monuments found as shown.
5. Located in the Southwest Quarter of Section 5, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
6. See the official plat of Iron Canyon Subdivision, for other possible easements, restrictions or setbacks.
7. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report.
8. The Street address of Lot 4 is 2409 Iron Mountain Drive.

LEGAL DESCRIPTION

All of Lot 4, Iron Canyon Subdivision, according to the official plat thereof, on file and of record in the office of the Summit County Recorder; containing 0.529 acres, more or less.

SURVEYOR'S CERTIFICATE

I, J.D. Gailey, a Registered Land Surveyor as prescribed by the laws of the State of Utah and holding License No. 359005, do hereby certify that I have supervised a survey of the hereon described property and that this plat is a true representation of said property.



10/6/06
Date

J.D. Gailey, License No. 359005

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that I, Allison Fuller, Trustee of the Iron Mountain Real Property Trust dated May 1, 2006, owner of the hereon described tract of land known as Lot 4, Iron Canyon Subdivision, having caused this Plat Amendment to be prepared, do hereby consent to the recordation of this Plat Amendment in accordance with Utah Law.

Also, as Trustee I hereby irrevocably offer for dedication to the City of Park City all the streets, land for local government uses, easements, parks and required utilities and easements shown on this Plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set her hand this 11 day of OCTOBER, 2006.

By: Allison Fuller
Allison Fuller, Trustee
Iron Mountain Real Property Trust dated May 1, 2006

ACKNOWLEDGEMENT

STATE OF UTAH
County of Summit:

On this 11 day of OCTOBER, 2006, Allison Fuller, Trustee, personally appeared before me, the undersigned Notary Public, in and for said State & County. Having been duly sworn, Allison Fuller acknowledged to me that she is the Trustee of the Iron Mountain Real Property Trust dated May 1, 2006, owner of Lot 4, Iron Canyon Subdivision as hereon described and that she signed the Owner's Dedication and Consent to Record freely and voluntarily.

My commission expires: 4.1.10



Christine J. Robertson
NOTARY PUBLIC
RESIDING IN SUMMIT COUNTY, UT

Alpine Survey, Inc.
19 Prospector Dr.
Park City, Utah 84060
(435) 655-8016

SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT STANDARDS
ON THIS 11 DAY OF OCTOBER, 2006.
BY: B. D. S.
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

PLANNING COMMISSION
APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS 23rd
DAY OF August, 2006 A.D.
BY: M. J. S.
CHAIRMAN

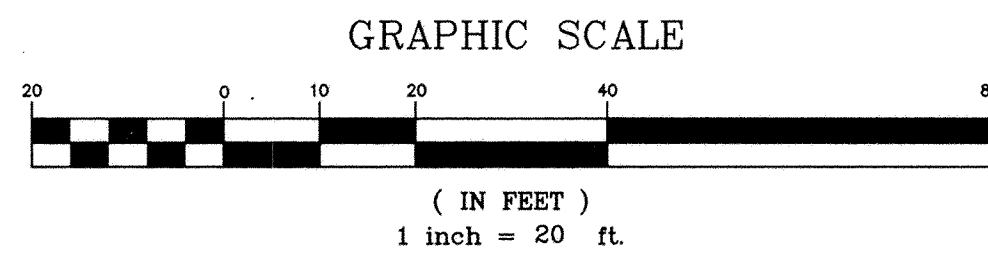
ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS 17th
DAY OF OCTOBER, 2006 A.D.
BY: Chris W. O'Neil
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 27th
DAY OF October, 2006 A.D.
BY: M. J. S.
PARK CITY ATTORNEY

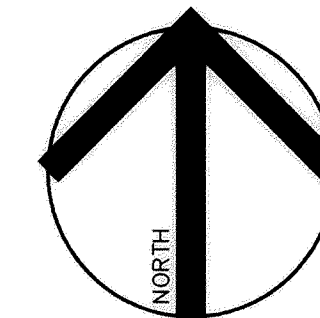
CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS 14th DAY
OF September, 2006 A.D.
BY: Shawn M. Smith
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS 14th DAY OF September,
2006 A.D.
BY: Dana Williams
MAYOR

795864 RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF Equity Title
DATE 11-6-06 TIME 10:57 AM BOOK --- PAGE ---
FEE \$31.00 RECORDER Daniel A. Brown, Deputy



IRON CANYON LOT 5 AMENDED SUBDIVISION
LYING WITHIN THE SOUTHWEST QUARTER OF
SECTION 5, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Christopher R. Braun, certify that I am a Registered Land Surveyor and that I hold Certificate No. 5152604, as prescribed by the laws of the State of Utah, and this Plat was prepared under my direction in accordance with the requirements of Park City Municipal Corporation. I further certify that the property boundaries as shown are correct.

Christopher R. Braun
PLS # 5152604
11/16/06

10/16/06
Date

OWNERS DEDICATION AND ACKNOWLEDGMENT FOR LOT 5 IRON CANYON SUBDIVISION PLAT AMENDMENT.

Known all men by these presents: That the undersigned is the owner of the herein described tract of land, hereafter to be known as IRON CANYON LOT 5 AMENDED SUBDIVISION. In witness to thereof we have here into set our hands this ____ day of ____ 2006.

Keith C. Barnhart, Trustee of The Barnhart Family Trust dated February 28, 2004
SCOTT L. JAFFA NOVEMBER 30, 2006

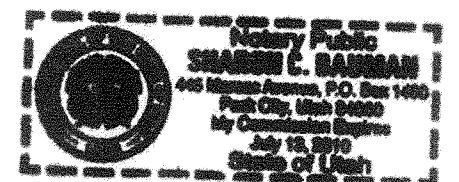
Connie R. Barnhart, Trustee of The Barnhart Family Trust dated February 28, 2004

ACKNOWLEDGMENT

State of Utah:
County of Summit:

On this 30 day of November, 2006, personally appeared before me, the undersigned Notary Public, in and for said County of Summit, in said State of Utah, Keith C. Barnhart and Connie R. Barnhart, Trustees of The Barnhart Family Trust dated February 28, 2004, being duly sworn acknowledged to me that they are the owner of the herein described tract of land and he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Sharon C. Bauman My commission expires: 7-13-2010
Notary Public



LEGAL DESCRIPTION

ALL OF LOT 5 LYING WITHIN IRON CANYON SUBDIVISION PLAT, ON FILE AND OF RECORD AT THE SUMMIT COUNTY RECORDER'S OFFICE.

THE BUILDING PAD ON THIS LOT MUST BE WITHIN THE SETBACK LINES SHOWN ON THE RECORDED IRON CANYON SUBDIVISION PLAT AND MUST MAINTAIN A MAXIMUM AREA EQUAL TO OR LESS THAN THE ORIGINAL BUILDING PAD'S 4000 SQ. FEET.

PROPOSED BUILDING PAD SIZE: 3824 SQ. FEET

ALL OTHER CONDITIONS OF APPROVAL AND PLATTED REQUIREMENTS FOR THE IRON CANYON SUBDIVISION WILL CONTINUE TO APPLY.

THE STREET ADDRESS OF LOT 5 IS 2414 IRON CANYON DRIVE.

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF PARK CITY CITY COUNCIL THIS 28th DAY OF SEPTEMBER A.D. 2006. AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED.

John Williams
Mayor
Justin Satt
City Recorder

CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK CITY CITY ENGINEERING DEPARTMENT ON THIS 30th DAY OF NOVEMBER A.D. 2006

Eric W. DeHoon PE
City Engineer

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS 13th DAY OF SEPTEMBER A.D. 2006.

Michael Costa
Chairman

SEWER DISTRICT APPROVAL

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS THIS 17th DAY OF November A.D. 2006.

B. D. A.
S.W.R.D.

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 12th DAY OF December A.D. 2006

Rob S. Melt
City Attorney

RECORDED

No. 799969 DATE 12/22/06 TIME 3:19 PM

STATE OF UTAH

COUNTY OF SUMMIT

RECORDED AND FILED AT THE REQUEST OF:

FIRST AMERICAN TITLE CO OF UTAH

Fee \$ 31.00

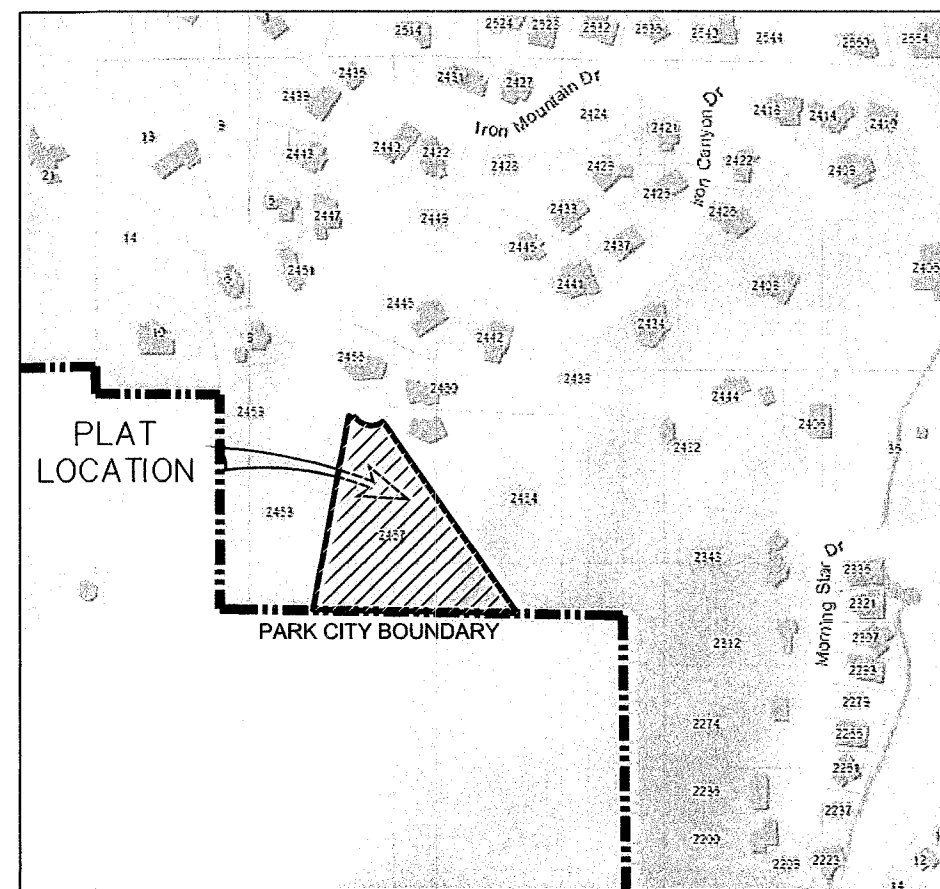
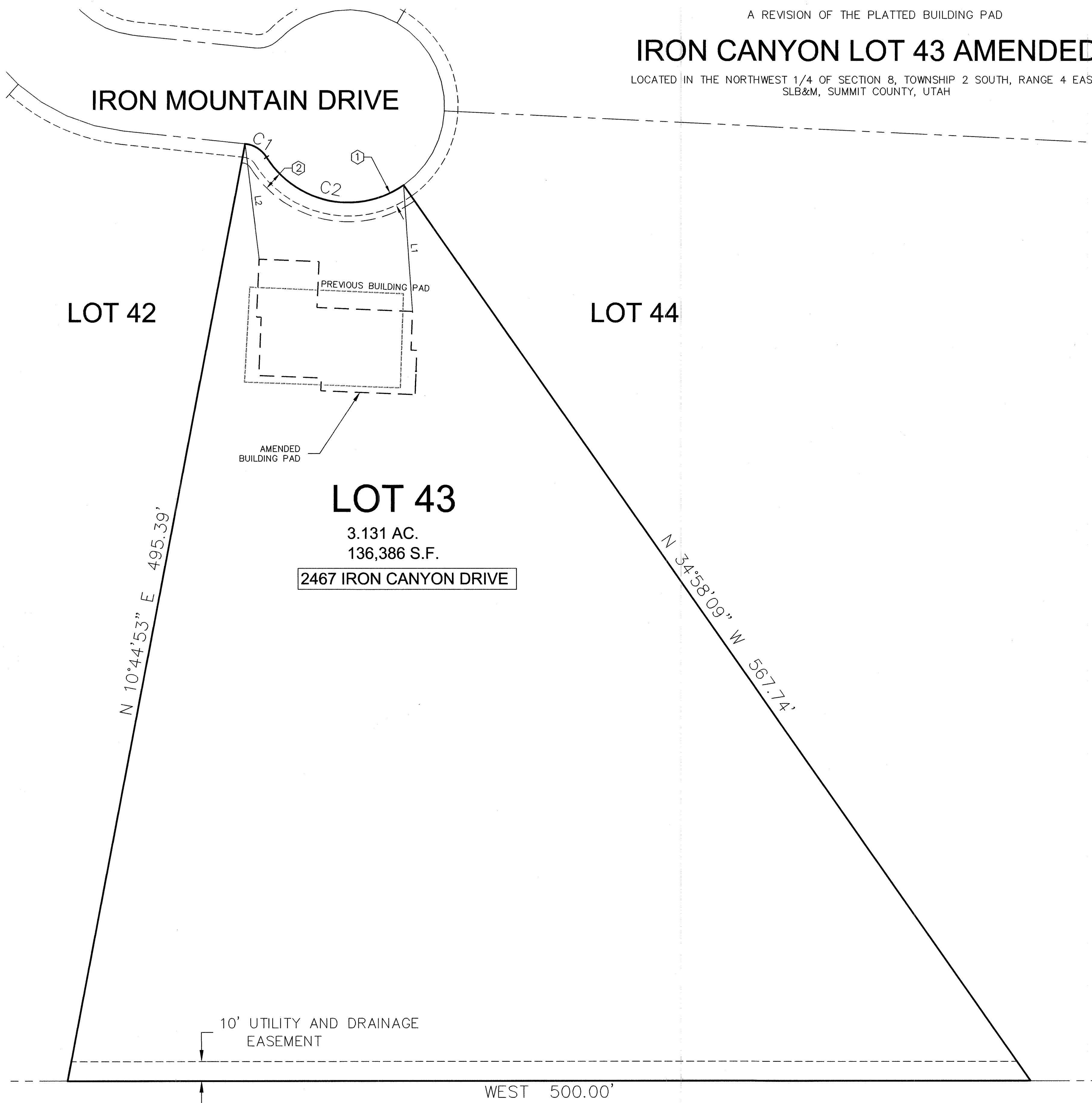
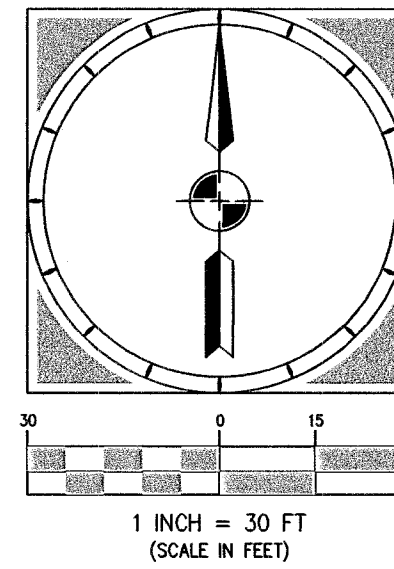
Alan Spriggs
County Recorder

PCS
PARK CITY SURVEYING, INC.
P.O. BOX 3003 PARK CITY, UTAH 84060
435-649-2918 FAX 649-4637

A REVISION OF THE PLATTED BUILDING PAD

IRON CANYON LOT 43 AMENDED

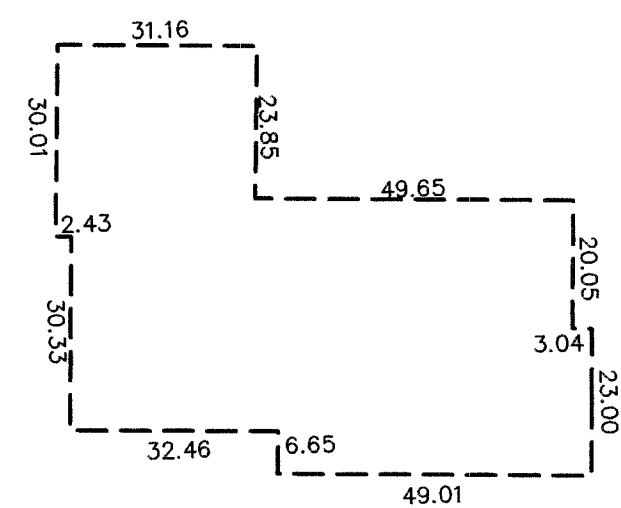
LOCATED IN THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SLB&M, SUMMIT COUNTY, UTAH



VICINITY MAP

LINE	BEARING	DISTANCE
L1	S 04°04'42" E	65.77
L2	S 06°55'00" E	60.37

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	13.62	15.00	52°01'12"	S 57°59'24" E	13.16
C2	81.15	50.00	92°59'21"	S 78°28'28" E	72.53



NEW BUILDING PAD DIMENSIONS

LEGEND

—	LOT 43 PROPERTY LINES
---	ADJACENT PROPERTY LINES
- - - -	7' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LINE
- - - -	10' WIDE SNOW STORAGE EASEMENT

BOUNDARY DESCRIPTION

ALL OF LOT 43 LYING WITHIN IRON CANYON SUBDIVISION PLAT, ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

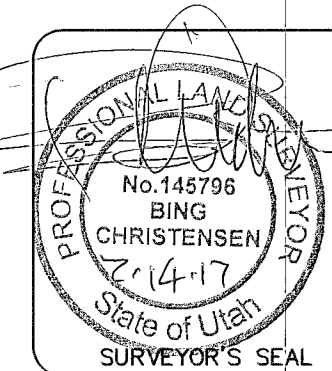
SURVEYOR'S CERTIFICATE

I, BING CHRISTENSEN, CERTIFY THAT I AM LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH (REF. NO. 145796) IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT:

- I HAVE REVIEWED THIS PLAT AS IT RELATES TO AN ADJUSTMENT TO THE BUILDING PAD SIZE AND LOCATION ON LOT 43 OF THE IRON CANYON PLAT.
- THE BOUNDARY OF LOT 43 OF THE IRON CANYON PLAT IS UNCHANGED FROM THE IRON CANYON PLAT ON FILE AND RECORDED WITH THE SUMMIT COUNTY RECORDERS OFFICE.

Bing Christensen
BING CHRISTENSEN
PROFESSIONAL LAND SURVEYOR

7-14-17
DATE



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED OWNER OF THE HEREIN DESCRIBED TRACT OF LAND, HEREAFTER TO BE KNOWN AS IRON CANYON LOT 43 AMENDED HEREBY CONSENTS TO RECORD THIS PLAT AMENDMENT AND HEREBY GRANT EASEMENTS TO PARK CITY SHOWN HEREIN.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS 15 DAY OF JULY, 2017.

Kyle Conti
KYLE CONTI, A MARRIED MAN

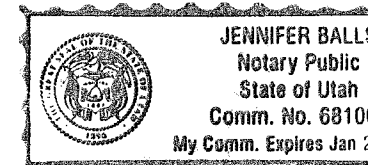
Kyle Conti
PRINTED NAME

7-15-2017
DATE

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF WASATCH S.S.

ON THIS 15 DAY OF JULY, 2017, KYLE CONTI 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 THAT HE ACKNOWLEDGED TO ME THAT HE SIGNED THIS PLAT AMENDMENT FOR THE PURPOSES STATED HEREIN.

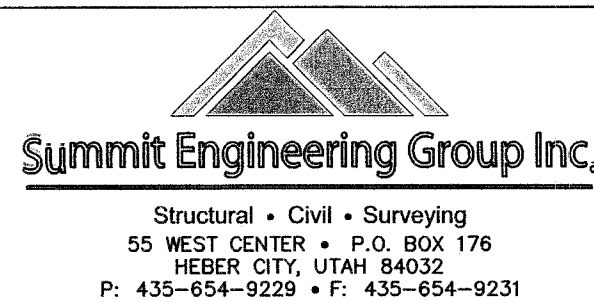


Jennifer Balls
NOTARY PUBLIC

PLAT NOTES

- THE BUILDING PAD ON THIS LOT MUST BE WITHIN THE SETBACK LINES AS PER THE LAND MANAGEMENT CODE, "SECTION 15-2.11-3 LOT AND SITE REQUIREMENTS" UNLESS OTHERWISE NOTED. THE MAXIMUM AREA AREA MUST BE LESS THAN OR EQUAL TO THE ORIGINAL BUILDING PAD'S 4000 SQ. FEET.
- THE PREVIOUS BUILDING PAD IS ADJUSTED TO MATCH NEW BUILDING PAD. SIZE OF BUILDING PAD IS 4,000 SQ. FEET
- ALL OTHER CONDITIONS OF APPROVAL AND PLATTED REQUIREMENTS FOR THE IRON CANYON SUBDIVISION WILL CONTINUE TO APPLY.
- THE STREET ADDRESS OF LOT 43 IS 2467 IRON MOUNTAIN DRIVE.
- MODIFIED 13-D SPRINKLERS ARE REQUIRED BY THE CHIEF BUILDING OFFICIAL FOR NEW CONSTRUCTION AT THE TIME OF REVIEW OF THE BUILDING PERMIT SUBMITTAL.
- THIS PLAT AMENDMENT IS SUBJECT TO THE CONDITIONS OF APPROVAL IN ORDINANCE 2017-18.

JOB NO.: C16-041 FILE: Z:/CURRENT PROJECTS/ C16-041/WORKING FILES/ SURVEY/ LOT 43-PLAT AMENDMENT FINAL.DWG



COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 27TH DAY OF APRIL, 2017.

Paul Thomas
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY THE PARK CITY COUNCIL THIS 11 DAY OF July, 2017.

Michelle Kellogg
PARK CITY RECORDER

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 23rd DAY OF July, 2017.

Paul G. Hill
PARK CITY ATTORNEY

PARK CITY PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS 12TH DAY OF APRIL, 2017.

Steve S. Joyce
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH THE INFORMATION ON FILE AND IN MY OFFICE ON THIS 12 DAY OF July, 2017.

Mike Conti
PARK CITY ENGINEER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS THIS 17 DAY OF July, 2017.

B. O. L.
S.B.W.R.D.

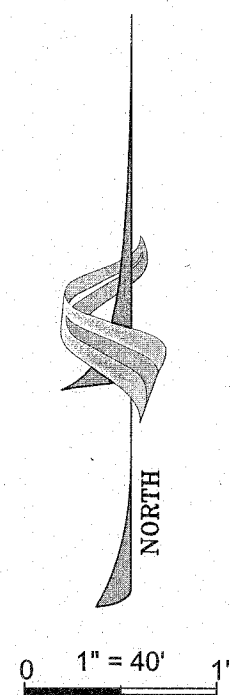
RECORDED

STATE OF UTAH, COUNTY OF SUMMIT AND FILED AT THE REQUEST OF: FIRST AMERICAN TITLE CO

DATE 8/16/17 TIME 11:36am BOOK — PAGE —
ENTRY # 1075566 FEE \$31.00 COUNTY RECORDER C. Willmally-deputy

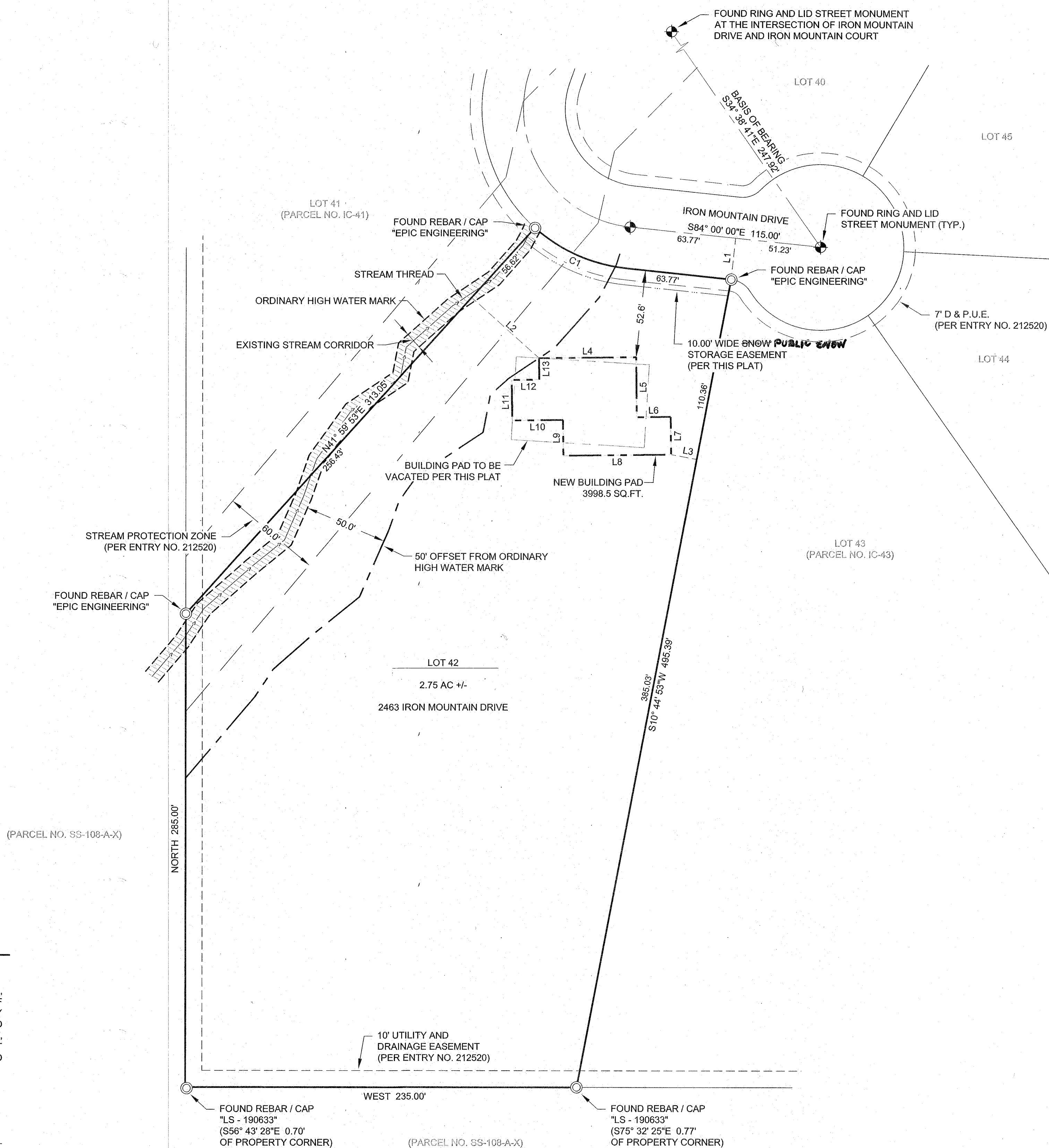
IRON CANYON SUBDIVISION LOT 42 - BUILDING PAD ADJUSTMENT

LOCATED IN THE:
NORTHWEST QUARTER SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH



Parcel Line Table		
Line #	Length	Direction
L1	25.00	S06°00'00"W
L2	54.43	S48°00'07"E
L3	15.64	S79°15'07"E
L4	58.35	N89°20'34"E
L5	36.07	S00°39'26"E
L6	20.39	N89°20'34"E
L7	22.80	S00°39'26"E
L8	64.73	S89°20'34"W
L9	21.56	N00°39'26"W
L10	30.46	S89°20'34"W
L11	24.35	N00°39'26"W
L12	16.46	N89°20'34"E
L13	12.95	N00°39'26"W

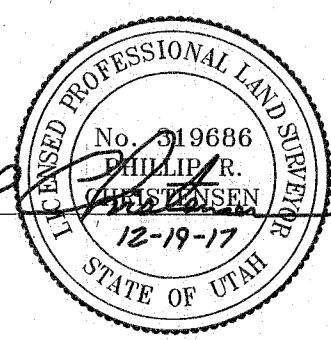
Curve Table				
Curve #	Length	Radius	Delta	Chord Length
C1	60.66	96.59	35°58'54"	59.67



SURVEYOR'S CERTIFICATE

I, PHILLIP R. CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 319686, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE ADJUSTED THE BUILDING PAD LOCATION AND SIZE, TOGETHER WITH A SNOW STORAGE EASEMENT, HEREAFTER TO BE KNOWN AS IRON CANYON SUBDIVISION LOT 42 - BUILDING PAD ADJUSTMENT AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

PHILLIP R. CHRISTENSEN
P.L.S. 319686



DATE DECEMBER 19, 2017

PARK CITY COUNCIL - APPROVAL AND ACCEPTANCE

APPROVED AND ACCEPTED

THIS 12 DAY OF OCTOBER, 2017 A.D.

BY: Andy B.
PARK CITY MAYOR

PARK CITY RECORDER - CERTIFICATE OF ATTEST

APPROVED AND ACCEPTED

THIS 12 DAY OF OCTOBER, 2017 A.D.

BY: Michael Kellogg
PARK CITY RECORDER

PARK CITY ATTORNEY - APPROVAL AS TO FORM

APPROVED AS TO FORM

THIS 2nd DAY OF February, 2018 A.D.

BY: Robert Schuler
PARK CITY ATTORNEY

PARK CITY PLANNING COMMISSION

ON BEHALF OF THE PARK CITY PLANNING COMMISSION, THIS 27 DAY OF SEPTEMBER, 2017 A.D., AT WHICH TIME THIS SUBDIVISION WAS APPROVED.

BY: Steve
CHAIR - PARK CITY PLANNING COMMISSION

PARK CITY - ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH THE INFORMATION ON FILE AND IN MY OFFICE, ON THIS 1ST DAY OF February, 2018 A.D.

BY: Mark
PARK CITY ENGINEER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS THIS 5th DAY OF January, 2018 A.D.

BY: B. Rogers
S.B.W.R.D. REVIEWER

SUMMIT COUNTY RECORDER

STATE OF UTAH COUNTY OF SUMMIT

RECORDED AND FILED AT THE REQUEST OF:

HOWARD R. ROTHWELL

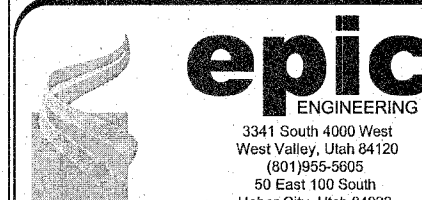
DATE 2/19/18 TIME 11:20 AM ENTRY NO. 1086169

BOOK 1086169 PAGE 1 FEE \$ 31.00

BY: C. Willoughby-Deputy
SUMMIT COUNTY RECORDER

IRON CANYON SUBDIVISION LOT 42 - BUILDING PAD ADJUSTMENT

NW1/4 SEC. 8, T.2S, R.4E., SLB&M,
PARK CITY, SUMMIT COUNTY, UTAH



PROJECT #: 17SM1891.25
DATE: 12/19/2017
SHEET NO: 1 OF 1

Proposed Tree Care Services

Tree Quantity: 83

Proposal Value: \$0

July 19, 2022

Proposal #: 415014



Tree Care Service Address/Location

Tree Inventory
14 Iron Canyon Ct
Park City, Utah 84060
Chris Price
chris@klimaarchitecture.com
tel:435-513-2178

Tree Care Service Billing Address

Klima
14 Iron Canyon Ct
Park City, Utah 84060
Chris Price
chris@klimaarchitecture.com
tel:435-513-2178

Low Stump Tree Service

3560 Beaver Creek Rd
Kamas, Utah
Patty Xavier
patty@lowstump.com
tel:435-200-5730

	Species	Qty	Height	DBH	Service	Price
#1	Gambel Oak	1			South west property corner. Grove of oak. Ranging from 4-6" diameter and 12'-15' tall. / Dimensions: 20'x27'	\$0
#2	Gambel Oak	1			South West Property Corner, Grove of Oak. Ranging from 4-9" diameter and 12'-18' tall. / Dimensions: 31'x27'	\$0
#3	Gambel Oak and Quaking Aspen	1			7 Aspens ranging from 2.5'-4' diameter and 15'-18' tall. 4 Scrub oak ranging from 5'-7' diameter and 16'-18' tall. / Dimensions: 17'x20'	\$0
#4	Quaking Aspen	1	20'	8"		\$0
#5	Gambel Oak	1			Clump of 6 Scrub Oak ranging from 3"-6" in diameter and 15'-18' tall. / Dimensions: 12'x15'	\$0
#6	Gambel Oak and Quaking Aspen	1			4 Aspens ranging from 1'-4' diameter and 8'-18' tall. 18 Scrub oak ranging from 4'-6' diameter and 15'-18' tall. / Native service berry and immature scrub oak mixed throughout. / Dimensions: 15'x31'	\$0
#7	Gambel Oak	1			10 gamble oak, 1 standing dead and. 1" new growth throughout. Ranging from 3"-7" with 5 total 7". / Dimensions: 24'x30'	\$0
#8	Gambel Oak	1			Scrub oak grove that continues south over property border. Measured from property edge to end of clump. Ranging from 3"-8" in diameter and 10'-17' tall. / Native chokecherry and serviceberry mixed in. / Dimensions: 36'x53'	\$0
#9	Gambel Oak	1			Grove of gambel oak with native service berry mixed in. On South property border and continues past. Ranges from 3"-5.5" and 10'-15' / Dimensions: 12'x18'	\$0
#10	Gambel Oak	1			Clump from property border to trail. 2"-6" diameter and 8'-15' tall. Groves are becoming less defined with less mature oak and higher quantity. Service berry present. / Dimensions: 37'x49'	\$0
#11	Gambel Oak	1			Trail to property border on east edge. Scrub oak with few immature aspens 3"-6" diameter and 7'-18' tall. Very condensed area. / Dimensions: 42'x30'	\$0
#12	Quaking Aspen	1			Aspen grove. North of trail. / Southwest border.	\$0
#13	Quaking Aspen	1	16'-30'	6"		\$0
					Sub-Total	\$0

	Species	Qty	Height	DBH	Service	Price
 #14	Quaking Aspen	1	16'-30'	7"		\$0
 #15	Quaking Aspen	1	16'-30'	6"		\$0
 #16	Quaking Aspen	1	16'-30'	6"		\$0
 #17	Quaking Aspen	1	16'-30'	13"		\$0
 #18	Quaking Aspen	1	16'-30'	9"		\$0
 #19	Quaking Aspen	1	16'-30'	8"		\$0
 #20	Quaking Aspen	1	16'-30'	6"		\$0
 #21	Quaking Aspen	1			Aspen Grove / Northwest Corner.	\$0
 #22	Quaking Aspen	1	16'-30'	13"		\$0
 #23	Quaking Aspen	1	16'-30'	9"		\$0
 #24	Quaking Aspen	1	16'-30'	7"		\$0
 #25	Quaking Aspen	1	16'-30'	6"		\$0
 #26	Quaking Aspen	1	16'-30'	9"		\$0
 #27	Quaking Aspen	1	16'-30'	7"		\$0
 #28	Quaking Aspen	1	16'-30'	7"		\$0
 #30	Quaking Aspen	1	16'-30'	8"		\$0
 #31	Quaking Aspen	1	16'-30'	8"		\$0
					Sub-Total	\$0

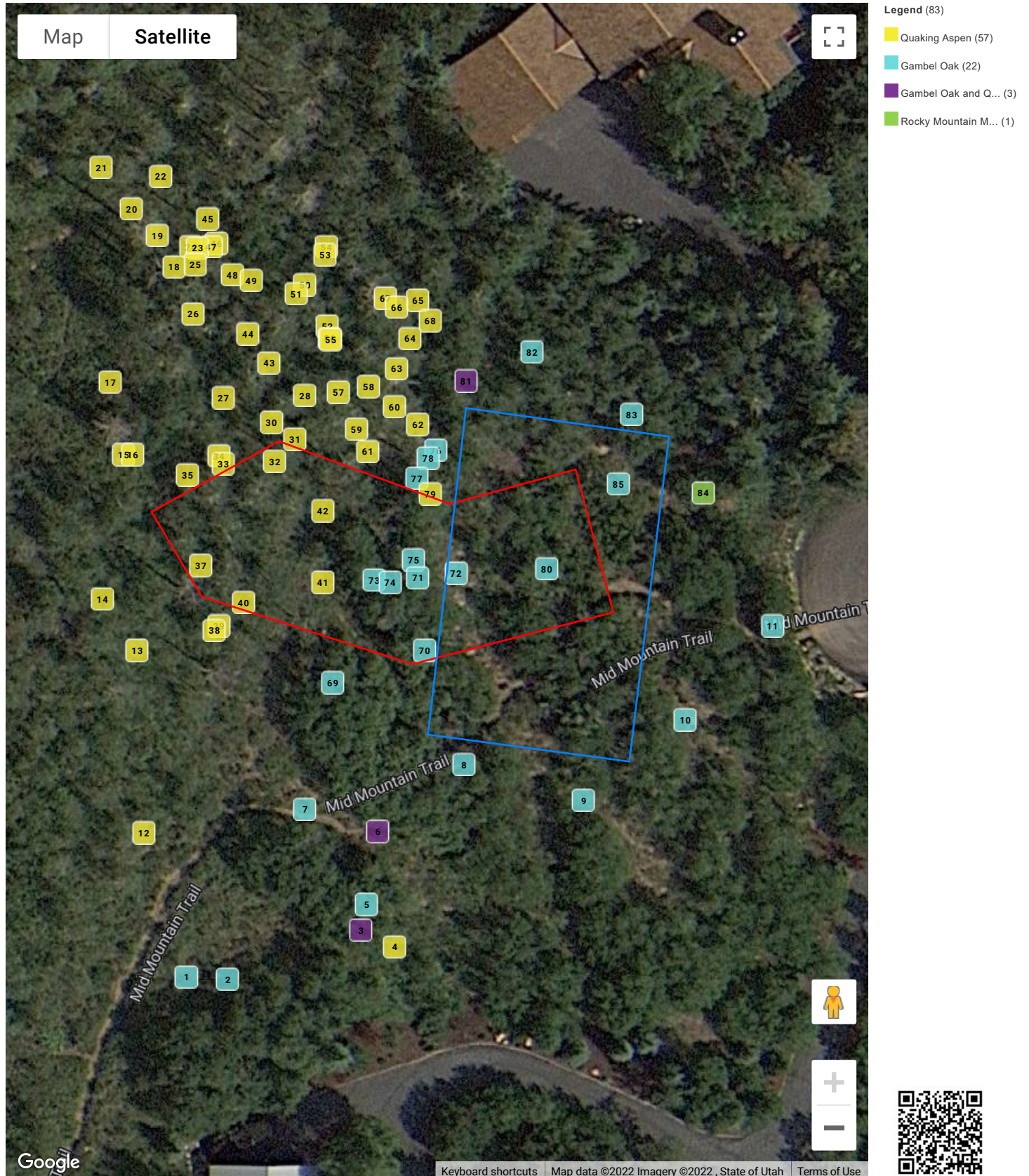
	Species	Qty	Height	DBH	Service	Price
 #32	Quaking Aspen	1	16'-30'	7"		\$0
 #33	Quaking Aspen	1	16'-30'	7"		\$0
 #34	Quaking Aspen	1	16'-30'	8"		\$0
 #35	Quaking Aspen	1	16'-30'	7"		\$0
 #37	Quaking Aspen	1	16'-30'	12"		\$0
 #38	Quaking Aspen	1	16'-30'	10"		\$0
 #39	Quaking Aspen	1	16'-30'	6"		\$0
 #40	Quaking Aspen	1	16'-30'	8"		\$0
 #41	Quaking Aspen	1	16'-30'	7"		\$0
 #42	Quaking Aspen	1	16'-30'	6"		\$0
 #43	Quaking Aspen	1	16'-30'	6"		\$0
 #44	Quaking Aspen	1	16'-30'	10"		\$0
 #45	Quaking Aspen	1	16'-30'	11"		\$0
 #46	Quaking Aspen	1	16'-30'	6"		\$0
 #47	Quaking Aspen	1	16'-30'	7"		\$0
 #48	Quaking Aspen	1	16'-30'	7"		\$0
 #49	Quaking Aspen	1	16'-30'	6"		\$0
					Sub-Total	\$0

	Species	Qty	Height	DBH	Service	Price
 #50	Quaking Aspen	1	16'-30'	6"		\$0
 #51	Quaking Aspen	1	16'-30'	10"		\$0
 #52	Quaking Aspen	1	16'-30'	6"		\$0
 #53	Quaking Aspen	1	16'-30'	9"		\$0
 #54	Quaking Aspen	1	16'-30'	6"		\$0
 #55	Quaking Aspen	1	16'-30'	6"		\$0
 #56	Quaking Aspen	1	16'-30'	7"		\$0
 #57	Quaking Aspen	1	16'-30'	6"		\$0
 #58	Quaking Aspen	1	16'-30'	6"		\$0
 #59	Quaking Aspen	1	16'-30'	8"		\$0
 #60	Quaking Aspen	1	16'-30'	8"		\$0
 #61	Quaking Aspen	1	16'-30'	6"		\$0
 #62	Quaking Aspen	1			Aspen Grove / Southeast Border	\$0
 #63	Quaking Aspen	1	16'-30'	7"		\$0
 #64	Quaking Aspen	1	16'-30'	6"		\$0
 #65	Quaking Aspen	1	16'-30'	6"		\$0
 #66	Quaking Aspen	1	16'-30'	6"		\$0
					Sub-Total	\$0

	Species	Qty	Height	DBH	Service	Price
 #67	Quaking Aspen	1	16'-30'	8"		\$0
 #68	Quaking Aspen	1			Aspen Grove / Northeast Border.	\$0
 #69	Gambel Oak	1			Oak Grove north of trail on west side of property. Ranging from 2'-5' Diameter and 10'-15' tall. / Dimensions: 40'x39'	\$0
 #70	Gambel Oak	1			Grover north of trail, ranging from 2"-5" diameter and 10'-17' tall. / Dimensions: 46'x18'	\$0
 #71	Gambel Oak	1	20'	6"		\$0
 #72	Gambel Oak	1	20'	6"		\$0
 #73	Gambel Oak	1			Scrub oak grove mixed with mature and less mature oak. Ranging from 3"-7" diameter and 10'-20' tall. / Dimensions: 31'x27'	\$0
 #74	Gambel Oak	1	18'	7"		\$0
 #75	Gambel Oak	1	18'	7"		\$0
 #76	Gambel Oak	1	18'	6"		\$0
 #77	Gambel Oak	1	18'	6"		\$0
 #78	Gambel Oak	1	18'	7"		\$0
 #79	Quaking Aspen	1	16'-30'	7"		\$0
 #80	Gambel Oak	1			Oak grove north of trail. 2"-4" diameter and 7'-12' tall. Small 3" aspens on north part of grove. / Dimensions: 52'x48'	\$0
 #81	Gambel Oak and Quaking Aspen	1			Grove of aspen and oak from north part of property in. Ranging from 1"-5" diameter and 5'-22' tall. / Dimensions: 50'-25'	\$0
 #82	Gambel Oak	1			Grove on north property border. Ranging from 2"-6" diameter and 10'-15' tall. / Dimensions: 48'x30'	\$0
 #83	Gambel Oak	1			Grove on north east border. Measuring from 2"-5" diameter and 10'-17' tall. / Dimensions: 36'x21'	\$0
					Sub-Total	\$0

	Species	Qty	Height	DBH	Service	Price
 #84	Rocky Mountain Maple	1	15'	1"-6"	Only Maple on Property / Measures 2.5"-3" diameter and approximately 15' tall. two in total	\$0
 #85	Gambel Oak	1			Immature patch of oak close to north east property border. All oak measuing under 10' tall and less than 3" in diameter. / No dimensions taken due to thickness of area	\$0
					Total	\$0

Tree Inventory



Terms and Conditions for Tree Care Services

1. Performance by Company:

Work crews shall arrive at the job site unannounced unless otherwise noted herein. The Company shall attempt to meet all performance dates, but shall not be liable for damages due to delays from inclement weather or other causes beyond our control.

2. Workmanship:

All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Unless otherwise indicated herein, The Company will remove wood, brush and debris incidental to the work.

3. Insurance:

The Company is insured for liability resulting from injury to persons or property, and all its employees are covered by Workers Compensation Insurance.

4. Ownership:

The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained from the owner.

The Company is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission.

5. Limitations:

The customer must identify all non- public utilities. The Company assumes no responsibility for the location of or damage to underground utilities not clearly marked by the customer prior to commencement of site services. Stump grinding and removals as proposed will occur where public utilities allow.

6. Terms of Payment:

All accounts are net payable upon receipt of invoice. A service charge of 1.5% will be added to accounts not fully paid 30 days subsequent to the invoice date. If outside assistance is used to collect the account, the customer is responsible for all costs associated with the collection, including, but not limited to, attorney fees and court costs.

Customer

July 19, 2022

Signature

Date

Chris Price

July 19, 2022

Printed Name

Date

Tree Care Service Provider

Patty Xavier

July 19, 2022

Signature

Date

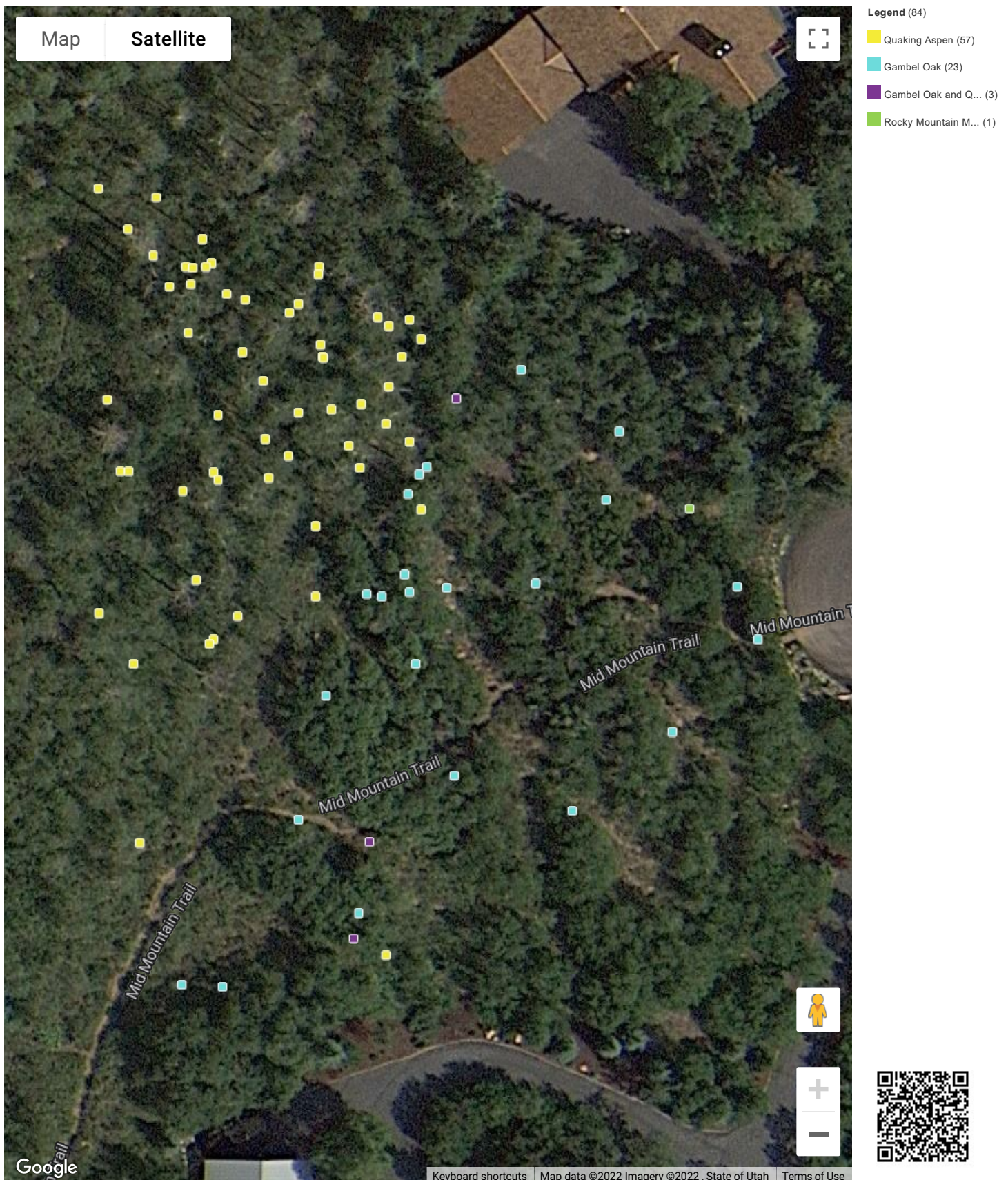
Patty Xavier

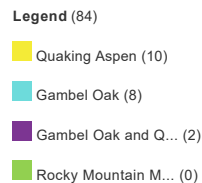
July 19, 2022

Printed Name

Date

Tree Inventory





#	Species	Health	Objective
	 <i>Quercus gambelii</i> Gambel Oak		South west property corner. Grove of oak. Ranging from 4-6" diameter and 12'-15' tall. / Dimensions: 20'x27'
	 <i>Quercus gambelii</i> Gambel Oak		South West Property Corner, Grove of Oak. Ranging from 4-9" diameter and 12'-18' tall. / Dimensions: 31'x27'
	 <i>Gambel Oak and Q...</i> Gambel Oak and Qu...		7 Aspens ranging from 2.5'-4' diameter and 15'-18' tall. 4 Scrub oak ranging from 5'-7' diameter and 16'-18' tall. / Dimensions: 17'x20'
	 <i>Populus tremuloides</i> Quaking Aspen	8" 20' 90% - Very Good	
	 <i>Quercus gambelii</i> Gambel Oak		Clump of 6 Scrub Oak ranging from 3"-6" in diameter and 15'-18' tall. / Dimensions: 12'x15'
	 <i>Gambel Oak and Q...</i> Gambel Oak and Qu...		4 Aspens ranging from 1'-4' diameter and 8'-18' tall. 18 Scrub oak ranging from 4'-6' diameter and 15'-18' tall. / Native service berry and imma...
	 <i>Quercus gambelii</i> Gambel Oak		10 gamble oak, 1 standing dead and. 1" new growth throughout. Ranging from 3"-7" with 5 total 7". / Dimensions: 24'x30'
	 <i>Quercus gambelii</i> Gambel Oak		Scrub oak grove that continues south over property border. Measured from property edge to end of clump. Ranging from 3"-8" in diameter and 10'-17' tall. / Nativ...
	 <i>Quercus gambelii</i> Gambel Oak		Grove of gambel oak with native service berry mixed in. On South property border and continues past. Ranges from 3"-5.5" and 10'-15' / Dimensions: 12'x18&#...
	 <i>Quercus gambelii</i> Gambel Oak		Clump from property border to trail. 2"-6" diameter and 8'-15' tall. Groves are becoming less defined with less mature oak and higher quantity. Service berry presen...
	 <i>Quercus gambelii</i> Gambel Oak		Trail to property border on east edge. Scrub oak with few immature aspens 3"-6" diameter and 7'- 18' tall. Very condensed area. / Dimensions: 42'x30'
	 <i>Populus tremuloides</i> Quaking Aspen		Aspen grove. North of trail. / Southwest border.
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30' 20% - Critical	
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30' 90% - Very Good	
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30' 90% - Very Good	
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30' 90% - Very Good	
	 <i>Populus tremuloides</i> Quaking Aspen	13" 16'-30' 0% - Dead	
	 <i>Populus tremuloides</i> Quaking Aspen	9" 16'-30' 60% - Fair	
	 <i>Populus tremuloides</i> Quaking Aspen	8" 16'-30' 0% - Dead	
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30' 80% - Good	

Tree Inventory



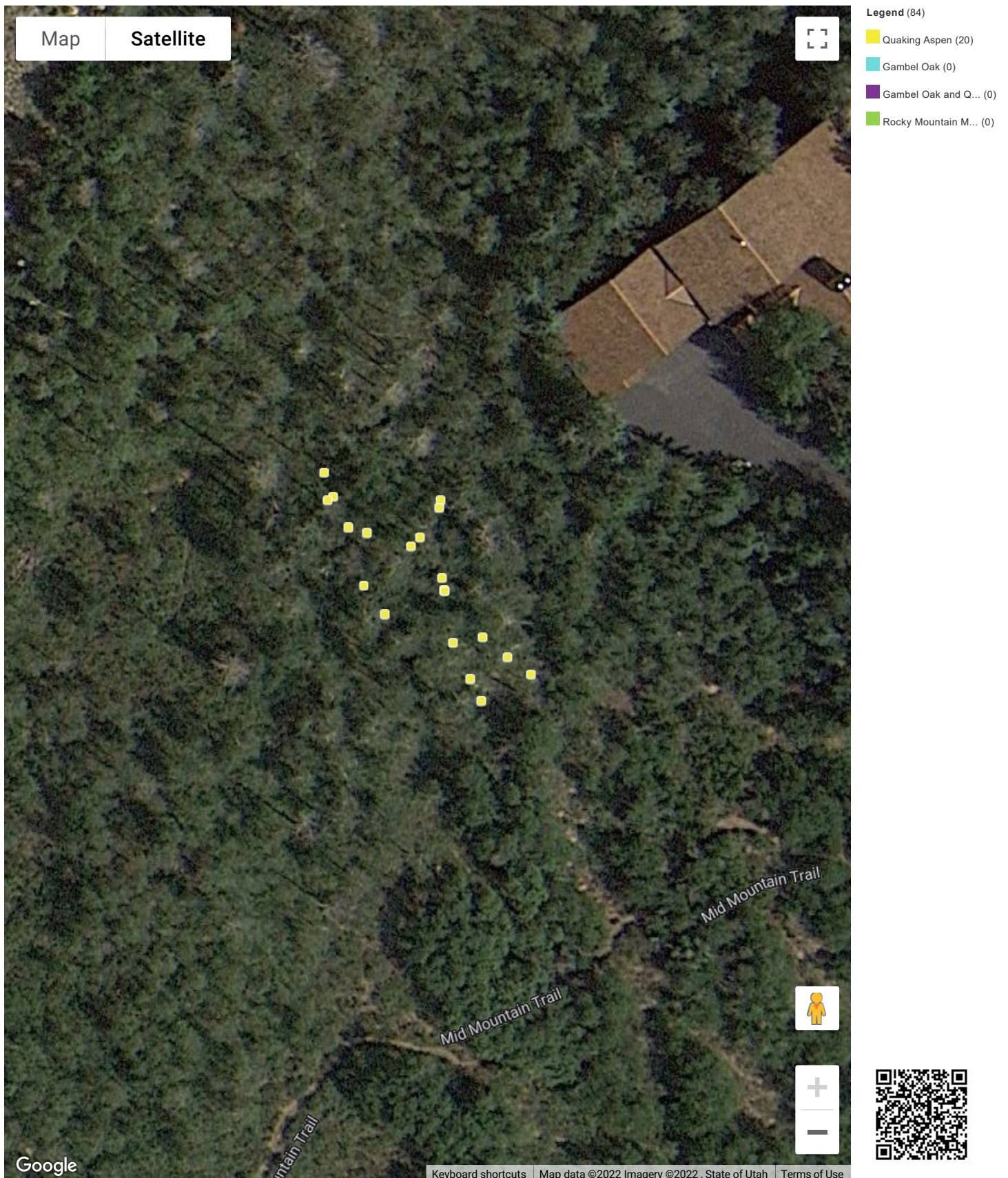
Legend (84)

- Quaking Aspen (20)
- Gambel Oak (0)
- Gambel Oak and Q... (0)
- Rocky Mountain M... (0)



#	Species	Health	Objective
	 <i>Populus tremuloides</i> Quaking Aspen		Aspen Grove / Northwest Corner.
	 <i>Populus tremuloides</i> Quaking Aspen	13" 16'-30'	20% - Critical
	 <i>Populus tremuloides</i> Quaking Aspen	9" 16'-30'	80% - Good
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30'	0% - Dead
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30'	80% - Good
	 <i>Populus tremuloides</i> Quaking Aspen	9" 16'-30'	60% - Fair
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30'	80% - Good
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30'	80% - Good
	 <i>Populus tremuloides</i> Quaking Aspen	8" 16'-30'	80% - Good
	 <i>Populus tremuloides</i> Quaking Aspen	8" 16'-30'	80% - Good
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30'	90% - Very Good
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30'	0% - Dead
	 <i>Populus tremuloides</i> Quaking Aspen	8" 16'-30'	80% - Good
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30'	90% - Very Good
	 <i>Populus tremuloides</i> Quaking Aspen	12" 16'-30'	0% - Dead
	 <i>Populus tremuloides</i> Quaking Aspen	10" 16'-30'	0% - Dead
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30'	0% - Dead
	 <i>Populus tremuloides</i> Quaking Aspen	8" 16'-30'	90% - Very Good
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30'	80% - Good
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30'	90% - Very Good

Tree Inventory



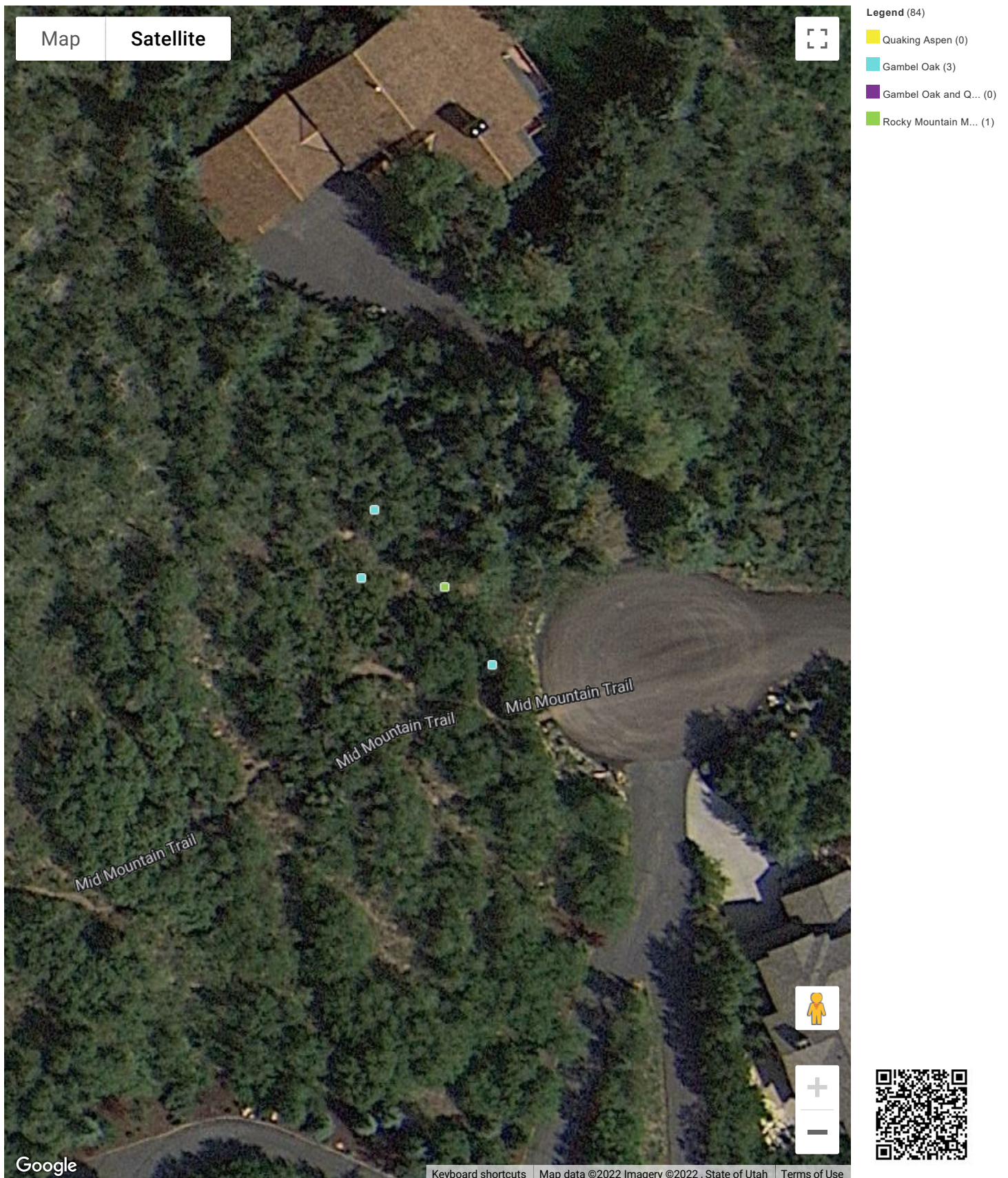
#	Species	Health	Objective
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	90% - Very Good	
	 <i>Populus tremuloides</i> Quaking Aspen 10" 16'-30'	90% - Very Good	
	 <i>Populus tremuloides</i> Quaking Aspen 11" 16'-30'	0% - Dead	
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	90% - Very Good	
	 <i>Populus tremuloides</i> Quaking Aspen 7" 16'-30'	90% - Very Good	
	 <i>Populus tremuloides</i> Quaking Aspen 7" 16'-30'	90% - Very Good	
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	0% - Dead	
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	80% - Good	
	 <i>Populus tremuloides</i> Quaking Aspen 10" 16'-30'	80% - Good	
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	80% - Good	
	 <i>Populus tremuloides</i> Quaking Aspen 9" 16'-30'	80% - Good	
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	80% - Good	
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	80% - Good	
	 <i>Populus tremuloides</i> Quaking Aspen 7" 16'-30'	80% - Good	
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	80% - Good	
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	0% - Dead	
	 <i>Populus tremuloides</i> Quaking Aspen 8" 16'-30'	80% - Good	
	 <i>Populus tremuloides</i> Quaking Aspen 8" 16'-30'	40% - Poor	
	 <i>Populus tremuloides</i> Quaking Aspen 6" 16'-30'	90% - Very Good	
	 <i>Populus tremuloides</i> Quaking Aspen		Aspen Grove / Southeast Border

Tree Inventory



#	Species	Health	Objective
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30'	90% - Very Good
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30'	60% - Fair
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30'	90% - Very Good
	 <i>Populus tremuloides</i> Quaking Aspen	6" 16'-30'	90% - Very Good
	 <i>Populus tremuloides</i> Quaking Aspen	8" 16'-30'	0% - Dead
	 <i>Populus tremuloides</i> Quaking Aspen		Aspen Grove / Northeast Border.
	 <i>Quercus gambelii</i> Gambel Oak		Oak Grove north of trail on west side of property. Ranging from 2'-5' Diameter and 10'-15' tall. / Dimensions: 40'x39'
	 <i>Quercus gambelii</i> Gambel Oak		Grover north of trail, ranging from 2"-5" diameter and 10'-17' tall. / Dimensions: 46'x18'
	 <i>Quercus gambelii</i> Gambel Oak	6" 20'	90% - Very Good
	 <i>Quercus gambelii</i> Gambel Oak	6" 20'	90% - Very Good
	 <i>Quercus gambelii</i> Gambel Oak		Scrub oak grove mixed with mature and less mature oak. Ranging from 3"-7" diameter and 10'-20' tall. / Dimensions: 31'x27'
	 <i>Quercus gambelii</i> Gambel Oak	7" 18'	80% - Good
	 <i>Quercus gambelii</i> Gambel Oak	7" 18'	90% - Very Good
	 <i>Quercus gambelii</i> Gambel Oak	6" 18'	90% - Very Good
	 <i>Quercus gambelii</i> Gambel Oak	6" 18'	80% - Good
	 <i>Quercus gambelii</i> Gambel Oak	7" 18'	90% - Very Good
	 <i>Populus tremuloides</i> Quaking Aspen	7" 16'-30'	90% - Very Good
	 <i>Quercus gambelii</i> Gambel Oak		Oak grove north of trail. 2"-4" diameter and 7'-12' tall. Small 3" aspens on north part of grove. / Dimensions: 52'x48'
	 <i>Gambel Oak and Q...</i> Gambel Oak and Qu...		Grove of aspen and oak from north part of property in. Ranging from 1"-5" diameter and 5'-22' tall. / Dimensions: 50'-25'
	 <i>Quercus gambelii</i> Gambel Oak		Grove on north property border. Ranging from 2"-6" diameter and 10'-15' tall. / Dimensions: 48'x30'

Tree Inventory



#	Species	Health	Objective
	 <i>Quercus gambelii</i> Gambel Oak		Grove on north east border. Measuring from 2"-5" diameter and 10'-17' tall. / Dimensions:36'x21'
	 <i>Acer glabrum</i> Rocky Mountain Maple	1"-6" 80% - Good 15'	Only Maple on Property / Measures 2.5"-3" diameter and approximately 15' tall. two in total
	 <i>Quercus gambelii</i> Gambel Oak		Immature patch of oak close to north east property border. All oak measuring under 10' tall and less than 3" in diameter. / No dimensions taken due to thickness of area
	 <i>Quercus gambelii</i> Gambel Oak		Oak grove with some native chokecherry on east property edge. Ranging from 2"-5" diameter and 7'-15' tall. / Dimensions: 60x39'

Council Agenda Item Report

Meeting Date: September 1, 2022

Submitted by: Michelle Kellogg

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Resolution 17-2022, a Resolution Adopting the 2022 Five-Year Moderate-Income Housing Plan as an Addendum to the 2014 General Plan for Park City, Utah

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Five-Year MIHP Staff Report](#)

[Exhibit A: HB462 Moderate Income Housing Strategies](#)

[Exhibit B: 2022 Five-Year Moderate-Income Housing Plan](#)

[Exhibit C: 2022 MIHP Resolution of Adoption](#)

[Exhibit D: MIHP 2022 State Report](#)

City Council Staff Report



Subject: Amendment to the Housing Element of the General Plan
Authors: Housing Team
Date: September 1, 2022
Type of Item: Legislative – General Plan Amendment

Recommendation

Review, provide feedback, and conduct a public hearing before accepting Planning Commission's recommendation to approve the 2022 Moderate-Income Housing Plan (MIHP) that serves as an amendment to the [Housing Element of the 2014 General Plan](#) (beginning on page 70).

Background

Utah State Code Section 10-9a-403 requires that a Five-Year MIHP be adopted as well as updated annually as the Housing Element of the General Plan. City Council approved the last Housing Plan in 2017, [linked here](#). To address mounting affordable housing shortages in the state, in their 2022 session, the State Legislature enacted [HB 462](#), adding more specific requirements that jurisdictions pick implementation strategies from a list of 24 codified by the State and attached as EXHIBIT A.

As further incentive to address moderate-income housing needs, the State is linking successful plans to state transportation funding. Cities without fixed guideway transit¹ must choose a minimum of three strategies from the menu (this applies to Park City). Those communities with fixed guideway transit must choose a minimum of five and must include the adoption of a Station Area Plan². Cities that go beyond the baseline requirement and select five strategies (or six for fixed rail cities) will qualify for enhanced prioritization in the allocation of State Transportation Investment Funds (TIF), Transit Transportation Investment Funds (TTIF), and American Rescue Plan Act (ARPA) local match program funds. The Housing Team is recommending that the City pick six (three more than necessary) strategies to gain enhanced prioritization for transportation funding.

In accordance with State guidelines, the attached MIHP provides the following sections:

- An overview and history of affordable housing in Park City,
- Accomplishments and successes,
- Projection of needs drawn from the [2021 Housing Needs Assessment](#) completed by James Wood, Ivory Boyer Senior Fellow of the Kem C. Gardner Policy Institute at the University of Utah, and
- Strategies to address the housing needs over the next year.

¹ "Fixed guideway" means a public transit facility that uses and occupies rail, or a separate right-of-way for public transit.

² "Station Area Plan" refers to a multi-faceted land use and development plan surrounding and/or adjacent to a transit station.

As directed by the Department of Workforce Services (DWS), the government agency that oversees compliance, the plans must be submitted for review by October 1st of each year, and the strategies must be derived directly from the State's codified list of strategies.

Analysis

It is important to note that the Housing Team works on many priorities established by City Council and is not limited to only the Implementation Strategies mentioned in the attached 2022 Five-Year Moderate-Income Housing Plan.

For example, the Team's work includes a host of initiatives that, arguably, are the most aggressive of any city or town in the State of Utah when it comes to affordable housing:

- Develop a mixed-income rental property at Homestake,
- Pre-development work to prepare city-owned land for affordable housing development (Clark Ranch, Mine Bench, and 516 Marsac Avenue also known as the Old Peace House),
- Hold developers accountable to fulfill their housing obligations (Studio Crossing, Yarrow, PEG, and Deer Valley),
- Amend the Land Management Code to incentivize affordable housing development as well as ADUs,
- Evaluate the possibility of a mixed-use and mixed-income property that will include senior housing on Woodside Avenue,
- Develop and launch a new [Live Local Park City](#) program to help increase the number of long-term residents in Park City,
- Manage the sale of existing deed-restricted units, and
- Develop and launch an electronic platform for managing applications, waitlist, annual compliance process, deed restricted property inventory, and the housing obligations resulting from development agreements.

The attached plan and report do not represent the Housing Team's entire work program. The Housing Team plans on returning to City Council later this Fall to discuss the goals of the City's Housing Program.

2022 Five-Year Housing Plan

Based on the key findings from the 2021 Housing Needs Assessment, the Housing Team drafted a MIHP to address the needs identified. Highlights of the 2022 MIHP are provided below. The full MIHP is attached as EXHIBIT B.

Affordable housing is a challenge nationwide. However, Park City has additional unique challenges due to its housing costs and elevated Area Median Income (AMI). For instance, the AMI for a family of three in Salt Lake County is \$92,160 compared to \$121,230 in Summit County. Tourism makes up the largest portion of Park City's economy and depends on a large workforce working primarily low-wage jobs to keep up with high service demands. This creates a housing affordability gap that prevents most of the workforce from being able to afford housing in the Park City area.

While the State defines moderate-income housing as 80 percent of AMI, it doesn't provide an accurate picture of housing needs in Summit County. AMI is calculated by the Department of Housing and Urban Development (HUD) and based on the income levels of Park City households, not those who work in Park City. Therefore, 80 percent of AMI is substantially higher than the median workforce wage (WFW). Annually, the Housing Team calculates the WFW for the prior year to determine what level of AMI represents those working here full-time. For example, in 2022, 80 percent of AMI for a family of three is \$96,984 while median WFW for a family of three is \$76,416, or equal to 63 percent of AMI. While HUD programs use a family of four as the standard, according to the Census Bureau, the average household size in Park City is 2.78. As a result, the Housing Team uses a household of three as our standard.

There are over 10,000 dwelling units in Park City, of which 3,193 are occupied year-round. In the first quarter of 2022, the Park City Board of Realtors lists the average purchase price for a single-family home was \$3.5 million and \$850,000 for a condo. The average size of single-family homes and condos isn't identified. In addition, the current average market rent for a two-bedroom unit is \$3,000. In contrast, a family of three earning median WFW would be able to afford to purchase a home for \$307,000 and rent a two-bedroom unit for around \$1,880, respectively.

There are just under 15,000 jobs in Park City: 2,100 employees live in town, 12,700 commute, and of those commuting, 8,800 come from outside Summit County. Commuters place extra burdens on the community in the form of auto emissions, traffic pressures, and a reduction in community vitality. In 2016, 15 percent of the workforce lived in Park City. Over the past few years, that percentage has fallen below 14 percent, with over 86 percent of the workforce commuting from outside the area. In 2016, Council established a goal of 800 units by 2026 to maintain a 15 percent level of the workforce living in town. Today, according to the [2021 Housing Needs Assessment](#), the past goal of 800 units by 2026 should be re-evaluated, considering the assessment shows a need to produce an additional 800-1,000 units within the next five years.

The overarching focus of the 2022 MIHP is to reduce barriers to and facilitate the development of more affordable housing units. The draft five-year plan is laid out first with overarching goals, followed by objectives and the final section establishes the implementation strategies for year one, July 2022-June 2023. Implementation is laid out to align with State codified strategies included in HR 462 (EXHIBIT A), a law that took effect on June 1, 2022.

GOALS

GOAL I: Facilitate the production of a mix of new housing units to meet the needs of the local workforce, maintain vibrancy, and increase the diversity of the community.

State Strategy C: Demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate-income housing.

- Adopt a plan to rehabilitate municipal property at 516 Marsac Avenue (old Peace House) to preserve moderate-income housing in Park City.
- PROJECTED COMPLETION: July 2023.

State Strategy L: Reduce, waive, or eliminate impact fees related to moderate-income housing.

- Work with a private developer to waive building and construction fees for the Homestake affordable housing project, proposed to create 123 units.
- PROJECTED COMPLETION: December 2022.

State Strategy P: Demonstrate utilization of a moderate-income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing.

- Use funds from the Lower Park RDA and affordable housing bond financing to begin the development of the Homestake multi-unit, mixed-income project with 123 proposed units.
- PROJECTED COMPLETION: April 2023

State Strategy U: Develop a moderate-income housing project for residents who are disabled or 55 years or older.

- Evaluate feasibility and develop a plan to incorporate senior housing and services into the development of a multi-use and multi-generational project located at 1361 Woodside Avenue
- PROJECTED COMPLETION: July 2023

GOAL II: Enact zoning changes and amend the Land Management Code to incentivize the development of affordable housing.

State Strategy A: Rezone for densities necessary to facilitate production of moderate-income housing.

- Issue an RFP to identify a public/private partnership to rezone a portion of the City-owned Mine Bench parcel at 7700 Marsac Avenue to provide higher density for the development of affordable/employee housing.
- PROJECTED COMPLETION: August 2023.

GOAL III: Enhance housing assistance programs for City Employees.

State Strategy N: Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality or any other public employer that operates within the municipality.

- Evaluate the existing policy and propose changes to increase assistance and utilization.
- PROJECTED COMPLETION: March 2023.

Recommendation

Review, provide feedback, and conduct a public hearing before accepting Planning Commission's recommendation to approve the 2022 Moderate-Income Housing Plan (MIHP) that serves as an amendment to the Housing Element of the 2014 General Plan.

Exhibits

EXHIBIT A: State's list of Strategies provided in HB 462

EXHIBIT B: 2022 Five-Year Moderate-Income Housing Plan

EXHIBIT C: Resolution adopting the 2022 Five-Year Moderate-Income Housing Plan

EXHIBIT D: 2022 Moderate-Income Housing Report

EXHIBIT A

Moderate Income Housing Strategies

Excerpt from HB462

- A. Rezone for densities necessary to facilitate the production of moderate-income housing.
- B. Demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate-income housing.
- C. Demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate income housing.
- D. Identify and utilize general fund subsidies or other sources of revenue to waive construction related fees that are otherwise generally imposed by the municipality for the construction or rehabilitation of moderate-income housing.
- E. Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.
- F. Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers.
- G. Amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors.
- H. Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities.
- I. Amend land use regulations to allow for single room occupancy developments.
- J. Implement zoning incentives for moderate income units in new developments.
- K. Preserve existing and new moderate-income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or establishing a housing loss mitigation fund.
- L. Reduce, waive, or eliminate impact fees related to moderate income housing.
- M. Demonstrate creation of, or participation in, a community land trust program for moderate income housing.
- N. Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.
- O. Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and

create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing.

- P. Demonstrate utilization of a moderate-income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing.
- Q. Create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act.
- R. Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section [10-9a-530](#).
- S. Create a program to transfer development rights for moderate income housing.
- T. Ratify a joint acquisition agreement with another local political subdivision for the purpose of combining resources to acquire property for moderate income housing.
- U. Develop a moderate-income housing project for residents who are disabled or 55 years old or older.
- V. Develop and adopt a station area plan in accordance with Section [10-9a-403.1](#).
- W. Create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones.
- X. Demonstrate implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing.

2022 Five-Year Moderate Income Housing Plan

Housing Element of the General Plan

WORKING DRAFT

Introduction

This plan is prepared consistent with Section 10-9a-403 of the Utah Code, which requires municipalities to complete a Moderate-Income Housing Plan (MIHP) as the Housing Element of the General Plan. Per state code, the plan contains an estimate of the need in Park City for additional moderate-income housing. It also outlines the strategies the City will use to facilitate a reasonable opportunity for a variety of units to be built "to allow persons with moderate incomes to benefit from and fully participate in all aspects of neighborhood and community life."¹ The State's definition of moderate income is equal to 80 percent of Area Median Income (AMI)² and in 2022, AMI for a family of three is \$96,984 in Summit County.

A universally accepted formula defines housing affordability: households should spend no more than 30 percent on housing costs.³

Background

Park City Municipal Corporation has a long history of ensuring that there are affordable housing options for Park City community members. One of the City Council's primary goals is to develop and maintain a range of affordable, quality housing opportunities that meet the life cycle needs of households at all economic levels. Since the early 90s, the City Council has been forward-thinking about building and preserving affordable housing. In 1993, Park City issued the first of many housing resolutions that grew more aggressive with each update as the affordable housing crisis worsened. The most recent update – [Housing Resolution 05-2021](#) – was adopted in April 2021.

General Plan

Housing affordability for a diverse range of income levels is critical to maintaining a complete and vibrant community. To that end, the [Housing Element of the 2014 General Plan](#) established Goals 7 & 8 to preserve and develop Lifecycle and Workforce Housing. This Plan replaces these goals and utilizes a number of the elements of the Housing Tool Box found beginning on page 88 at this [LINK](#). The City has and continues to utilize a number of the tools in the Housing Tool Box such as:

- Use of city-owned property for affordable housing development.
- Use of funding from Redevelopment Authorities to finance the construction of units.

¹ Utah Municipal Code: Municipal Land Use, Development, and Management Act, Plan Preparation (10-9a-403).

² AMI is a formula utilized by the Department of Housing and Urban Development as a benchmark for housing affordability.

³ AFFORDABLE HOUSING: In general, housing for which the occupant(s) is/are paying no more than 30 percent of income for gross housing costs, including utilities. Some jurisdictions may define affordable housing based on other locally determined criteria. This definition is intended solely as an approximate guideline or general rule of thumb – from the HUD User website at http://www.huduser.org/portal/glossary/glossary_a.html.

- Use of Inclusionary Zoning to mitigate the impact of large developments on the need for affordable housing.
- Amend the Land Management Code to incentivize the private development of affordable housing.
- Maintain City employee housing programs.
- Continue to update deed restrictions on affordable units to protect the integrity of the program and preserve affordability.

Past updated Housing Elements to the General Plan were approved in 2020 and 2021 and are [LINKED here](#). In addition, as a result of ongoing planning that included measurable outcomes and timelines, the City has accomplished the following:

- Completion of 112 additional affordable and attainable units through public/private partnerships, direct city-sponsored development, and housing obligations resulting from development agreements.
- Amendments to the Land Management Code (LMC) to establish an Affordable Master Plan Development, incentivizing private developers to build affordable housing.
- Amendments to the LMC to reduce barriers to the development of accessory dwelling units (ADUs).
- Use of Redevelopment Authority Bonds for the development of low- and moderate-income rentals on several city-owned properties.
- Collaboration with the Transportation Planning Team to explore opportunities to locate affordable housing density near transit.
- Development of a new electronic platform for tracking affordable and attainable housing inventory, managing the waitlist for future sales, conducting annual compliance reviews, and housing obligations resulting from applicable development agreements.

Existing Inventory of Moderate-Income Housing

In 2016, City Council allocated approximately \$19 million in Lower Park Ave RDA bond funds and \$5 million in Additional Resort Communities Sales Tax revenue to fund housing projects. The goal was to use various tools, including direct development, participation in public/private partnerships, and purchase/preservation of existing units. In addition to the funding allocation, the City Council established a community goal of 800 new affordable units by 2026. The 800 figure is a recommendation from a [Housing Policy Study](#) completed in 2016, which recommended 80 new units added annually to maintain 15 percent of the workforce living in town.

Since 2000, housing plans have focused primarily on increasing the number of for-sale units to fill a void of for-sale options for lower-income households. As young workforce households matured, there were few options for moving from affordable rentals to affordable sales. In 2000, seven percent of affordable units were owner-occupied, and ninety-three percent were rentals. By 2010, the ratio of for-sale to rental units was 21 percent to 79, and today they are 33 percent to 67. The last five-year plan, completed in 2017, acknowledged the need for more long-term rentals but suggested the City maintain a focus on for-sale units.

The City has played a leadership role in bringing for-sale units to market to help keep the growing workforce households in town. Infill and municipally funded affordable housing projects included Central Park City Condominiums, The Retreat at the Park, and Woodside Park Phase I. These projects added 27 affordable and attainable⁴ ownership units. The City's partnership with Ivory Homes also added another 68 homes in Park City Heights, a subdivision that, will have 79 deed-restricted homes and 160 market homes when completed.

Based on the most recent Park City Housing Market Assessment 2021 completed by James Wood of the University of Utah, the 800-unit goal is no longer sufficient, and the need for affordable rental units has increased significantly.

Today, rental unit availability is nearly nonexistent due to several factors:

1. Rather than traditional apartment buildings, the market development in Park City has been condominium buildings that are priced out of range for the primary workforce earning 63 percent of AMI or \$76,416 annually.
2. Many long-term rentals have been converted to short-term vacation use in recent years.
3. New affordable rental buildings haven't been built for more than 25 years.

Based upon the above factors and James Wood's recommendation, the city will need to re-evaluate its housing goals from 2016. The goals should consider the need for the production of 800 to 1,000 new units in the next five years, adding both rental units and for-sale units to the inventory. In addition, based on needs identified in the 2021 Housing Market Assessment, New development should maintain an 80/20 ratio between rental and for-sale units,⁵ with rental units be targeted to household incomes at 63 or below percent of AMI.

Today, there are 651 moderate-income homes in Park City, a community of 3,193⁶ year-round households. The current inventory represents 439 rental units and 212 owner-

Table 1 Status of Current Inventory

Total # of Housing Units	Renter-Occupied	Owner-Occupied	# of Bedrooms	AGE	#	# of LIHTC	# of Vouchers
651	439	212	SRO: 52	>2020	0	324	2
			Studio: 34	2010-2019	186		
			1 bd: 62	2000-2009	96		
			2 bd: 188	1990-1999	247		
			3 bd: 301	1980-1989	0		
			4 bd: 14	1970-1979	122		

⁴ Attainable units are defined as those affordable to households earning 80 to 150% of Area Median Income (AMI).

⁵ *Park City's Housing Needs Assessment 2021*, Wood, James, page 25 ("Wood Study").

⁶ Total primary residences (owner-occupied and long-term rentals), according to the Summit County Assessor's office. This number differs slightly from the Census data included in the James Wood study.

occupied. A variety of resources were utilized to build these units. These include: inclusionary housing obligations, Federal Low-Income Housing Tax Credits (LIHTC), USDA Rural Development funds, and local nonprofits such as [Mountainlands Community Housing Trust](#) (MCHT) and [Habitat for Humanity](#). The City has also stepped into the role of developer, developing several infill projects. In the past, the City also assisted private developers to ensure the success of several projects by providing gap loans, land donations, fee waivers, and paying for flood map changes. Recently, the City has shifted strategies and is working in partnership with private developers to develop city-owned properties.

Existing affordable units have been put into service as follows:

Table 2 History of Affordable Unit Construction in Park City

Timing	Source	Number of Units	
		Owner	Rental
1970-1979	Federal United States Department of Agriculture (USDA) Rural Development funding		122
1980-1989	No new units		
1990-1999	Low Income Housing Tax Credits (LIHTC) and in-lieu fee cash from housing obligations	2	202
	Inclusionary Zoning	21	22
2000-2009	Inclusionary Zoning	41	20
	City Development	13	
	Mountainlands Community Housing Trust with City Assistance	22	
	Renovation of 122 aging rental units using LIHTC and USDA Rural Development funding and City Assistance – counted in 1971-1980 above		
2010-2019	Inclusionary Zoning	54	51
	City Public Private Partnerships	42	
	City Development	15	22
	Habitat for Humanity	2	
2020-2022			0
Totals		212	439
Overall Total			651

Based on annual compliance reports and the most recent needs assessment, the affordable units in Park City are serving the following populations:

- Rental units built or preserved with LIHTC and or USDA Rural Development subsidy programs (324) serve low-income households with annual incomes of 35 to 60 percent of AMI (\$42,431 to \$72,738 for a family of three in 2022).⁷
- Rental units built or purchased by the city to serve the needs of transit employees (41) serve very low-income households with annual incomes at 30 percent of AMI (\$36,369 for a family of three).

⁷ Area Median Income (AMI) is calculated by the Department of Housing and Urban Development as a benchmark for housing affordability.

- Rental units built by private developers in fulfillment of housing obligations (76) serve moderate-income households with annual incomes between 60 and 80 percent of AMI (\$72,738 to \$96,984 for a family of three in 2022).
- Owner-occupied units in the Affordable Category (167) also serve moderate-income households with annual incomes between 60 and 80 percent of AMI (\$72,738 to \$96,984 for a family of three in 2022).
- Owner-occupied units in the Attainable Category (43) serve middle-income households with annual incomes between 80 and 150 percent of AMI (\$96,984 to \$181,845).

Park City Municipal also provides employer-assisted housing to help city employees live where they work. Assistance takes the following forms:

- Down-payment and closing cost assistance to help employees to buy homes within the Park City School District boundaries.
- Low-cost rental properties to assist in employee recruitment and retention purposes, helping to provide a temporary location while searching for a permanent home.
- A housing allowance for those living within School District boundaries, and
- Low-cost studio rental units for seasonal transit employees.

Economic and Demographic Conditions

The 2020 Census Bureau states that the population of permanent residents in Park City was 8,564 (see Table 3). The growth rate of Park City's population has varied quite a bit since 2000; however, in the past ten years, it has averaged 1.2 percent annually.⁸ Therefore, using the average of 1.2 percent, the projected total population in five years is 9,308 and 9,886 by 2032.

Table 3 Population Changes in Park City

Year	Park City Population	Absolute Change	Percent Change
1970	1,193	-173	-13%
1980	2,823	1,630	137%
1990	4,468	1,645	58%
2000	7,371	2,903	65%
2010	7,558	187	3%
2020	8,562	1,004	12%

Due to extremely high housing costs, population trends indicate that Park City is becoming less diverse, older, and wealthier. The Census Bureau American Community Survey (ACS) (2020 five-year average) estimates that persons aged 55 and older make

⁸ Wood Study, page 17.

Table 4 Park City Households with incomes below 120% of AMI

AMI Levels	Renters	Owner	Total
≤30% AMI	295	294	589
30% to 50% AMI	175	145	320
50% to 80% AMI	380	116	496
80% to 100% AMI	200	58	258
100% to 120% AMI	41	95	136
Total	1,091	708	1,799

Source: James Wood derived from building permit data, HUD CHAS, and Census Bureau data.

up 30 percent of Park City's population,⁹ an increase from 13 percent in 2000. Park City's median age is 40, nine years older than the statewide median age of 31.2.¹⁰

The number of households with incomes at 80, 50 & 30 percent of AMI has stayed constant in the past ten years at around 40 percent of total households. Based on this,

there will be over 200 additional households in need of subsidized housing in each of the next five years: 216 units by 2027 and 444 by 2032.

The rise in Area Median Income (AMI) indicates how wealthy the community is becoming. In 2022, the AMI for a family of three¹¹ is \$121,230, the highest in Utah. AMI is based on who lives in the community, not who works there. According to the Utah Department of Workforce Services (DWS), the most recent calculation of the median wage earned by a household of three employed in Summit County is \$76,416, which equals 63 percent of AMI.¹² This calculation has remained consistent for several years, as noted in Table 4. Since the average workforce wage is considerably lower than AMI, most of the workforce cannot afford to live in Park City.

The top three workforce sectors in Park City are 1) Accommodation and Food Services, 2) Arts, Entertainment, and Recreation, and 3) Retail Trade. The number of jobs in these sectors makes up close to half of all employment. However, on average, these jobs pay substantially lower wages. The economy depends on tourism, and visitors to Park City demand a high level of service, which requires a large workforce. Household wages in the leisure and hospitality categories earned a household median wage of \$59,914 in 2021, 22 percent less than Summit County's median household wage.

Meanwhile, according to the 2022 first-quarter sales report provided by the Park

Table 5 Comparison of Summit County AMI vs WFW

	100% AMI	100% WFW	WFW as % of AMI
2022	121,230	76,416	63%
2017	93,060	57,173	61%
2012	90,270	55,714	62%
2010	83,970	51,764	62%
2005	75,060	46,746	62%
2000	61,470	42,434	69%

⁹Wood Study, page 15.

¹⁰Woods Study, Page 14.

¹¹ The average household size in Park City is 2.78, according to the 2020 Census American Community Survey (ACS) five-year estimates. Therefore, a more realistic formula is to calculate affordable housing-related data on a three-person family rather than the four-person demographic that HUD uses.

¹² Utah Department of Workforce Services, <https://jobs.utah.gov/wi/data/library/wages/annualprofilewages.html>

City Board of Realtors, housing sales prices in the Park City region remain significantly high. For example, the median price of a single-family home in the first quarter of 2022 was \$3.5 million, and \$890,000 for a condo.¹³ By contrast, without significant gifts or savings, an annual income of \$76,416 can comfortably handle the mortgage of a home or condo at a sale price of approximately \$307,000. Moreover, in the past year, the average price per square foot to build in Park City was between \$400 and \$650, which equals \$360,000 to \$585,000 for a 900 SF unit at cost, which includes no profit for a builder.

Rents have also increased considerably recently. Today, the average rent on a two-bedroom condominium is approximately \$3,000, compared to \$2,200 in 2017. In addition, the long-term rental market is being squeezed by short-term rentals. Many owners converted long-term rental properties to short-term, meaning that full-time community and workforce members are being pushed out in favor of visitors and tourism. Another factor is the lack of new development of rental apartments. According to the Wood Study, new multi-unit apartment properties (traditional apartments, different from condominium projects) haven't been built for more than 25 years.

Table 6 Housing Affordability in Summit County

2022 Housing Affordability

% of AMI	% of WFW	Annual Income	Affordable Rent/Mortgage	Affordable Purchase Price
30%	48%	\$ 36,369	\$ 909	\$ 128,361
50%	79%	\$ 60,615	\$ 1,515	\$ 213,936
60%	95%	\$ 72,738	\$ 1,818	\$ 256,723
80%	127%	\$ 96,984	\$ 2,425	\$ 342,297
100%	161%	\$ 123,230	\$ 3,031	\$ 427,871
120%	190%	\$ 145,476	\$ 3,637	\$ 513,446

Based on the Wood Study, no viable for-sale or rental units in the Park City market are affordable to households with annual incomes at 80 percent or less of AMI.¹⁴ With limited inventory and high housing costs, most of Park City's workforce must commute to work from outside the area. Over 12,700, or 86 percent, of Park City's workforce commute to their jobs, and 8,800 drive from outside Summit County. Commuters add congestion to the roadways and are not environmentally sustainable. Limited inventory also increases the difficulty of recruiting and retaining employees for local businesses.

Special Needs Populations

Generally, special needs housing is developed in counties or areas with populations much greater than Summit County or Park City. Most smaller communities do not provide special needs housing. However, Mountainlands Community Housing Trust does have a

¹³ 2022 1st Quarter Statistics, Park City Board of Realtors, <https://www.parkcityrealtors.com/www.parkcityrealtors.com/newsroom>.

¹⁴ Wood Study, page 22.

small number of units for transitional housing.¹⁵ In addition, the Peace House, a program serving victims of domestic violence, provides 12 transitional housing units and eight emergency shelter units.

Affordable Housing Mitigation

The City has actively worked to improve affordable housing options in Park City. The City has utilized Public/private partnerships to complete 79 units, and 99 additional units are planned. The City has also built 16 infill homes. In addition, the City's Community Development Team introduced LMC changes to reduce parking and setback requirements and increase height and density allowances for affordable housing projects. Additional LMC changes reduced barriers to developing accessory dwelling units (ADUs). The City's Housing Team is working with a public/private partnership to develop low- and moderate-income rentals. The first project, totaling 123 units (99 affordable and 24 market), is in entitlement.

The Housing Team is also working with private developers to complete 15 affordable units to fulfill housing obligations. There are also new development agreements under consideration with housing obligations that may produce as many as 250 new affordable units.

Five Year Plan

Based on the Wood Study and needs analysis, the need for moderate-income units will likely increase by 800 to 1,000 units in five years. The projected units are made up of cost-burdened households, projections of demographic growth, and those units needed to ensure that 15 percent of the workforce can live near their jobs.

The following five-year plan focuses first and foremost on the development of additional moderate-income housing. It is laid out first with overarching goals, followed by objectives and the final section establishes the implementation strategies for year one, July 2022-June 2023. Implementation is laid out to align with State codified strategies included in HR 462, a law that took effect on June 1, 2022.

GOAL I: Facilitate the production of a mix of new housing units to meet the needs of the local workforce, maintain vibrancy, and increase the diversity of the community.

Objective A: Work with public/private partnerships to build new units.

Objective B: Ensure that new units resulting from development agreements are a mix of rental, for sale units.

¹⁵ *Park City Housing Needs Assessment 2016*, Wood, James, page 16.

Objective C: Increase the diversity of housing stock to include various unit sizes and types.

Objective D: Reduce and/or eliminate municipal fees for affordable housing development.

Objective E: Create housing opportunities for both the aging and neuro-diverse populations.

Objective F: Preserve existing moderate-income units.

Objective G: Find ways to build units at various levels of affordability.

GOAL II: Enact zoning changes and amend the Land Management Code to incentivize the development of affordable housing.

Objective A: Change zoning classifications to allow for the development of affordable housing.

Objective B: Provide parking reductions to projects that use alternative transportation options to reduce the need for vehicle travel.

Objective C: Look for opportunities to increase height and density allowances for affordable housing development where appropriate.

Objective D: Change Land Management Code to incentivize development of affordable ADUs.

GOAL III: Enhance housing assistance programs for City Employees.

Objective A: Expand the employee rental program to include both short and long-term rental options.

Objective B: Continue to evaluate employee housing allowance programs and make changes as necessary.

Objective C: Look for innovative ways to create housing opportunities for City employees.

GOAL IV: Explore new tools to retain permanent residents and preserve community vibrancy.

Objective A: Reduce the impacts that short-term rentals have on our resort community.

Objective B: Pursue programs that will preserve existing housing stock for permanent residential use.

Objective C: Pursue ways to incentivize the development of affordable accessory dwelling units (ADUs).

IMPLEMENTATION STRATEGIES FOR YEAR ONE

JULY 2022 – JUNE 2023

GOAL I: Facilitate the production of a mix of new housing units to meet the needs of the local workforce, maintain vibrancy, and increase the diversity of the community.

State Strategy C: Demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate-income housing.

- Adopt a plan to rehabilitate municipal property at 516 Marsac Avenue to preserve moderate-income housing in Park City.
- PROJECTED COMPLETION: July 2023.

State Strategy L: Reduce, waive, or eliminate impact fees related to moderate-income housing.

- Work with a private developer to waive building and construction fees for the Homestake affordable housing project, proposed to create 123 units.
- PROJECTED COMPLETION: December 2022.

State Strategy P: Demonstrate utilization of a moderate-income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing.

- Use funds from the Lower Park RDA and affordable housing bond financing to begin the development of the Homestake multi-unit, mixed-income project with 123 proposed units.
- PROJECTED COMPLETION: April 2023

State Strategy U: Develop a moderate-income housing project for residents who are disabled or 55 years or older.

- Evaluate feasibility and develop a plan to incorporate senior housing and services into the development of a multi-use and multi-generational project located at 1361 Woodside Avenue
- PROJECTED COMPLETION: July 2023

GOAL II: Enact zoning changes and amend the Land Management Code to incentivize the development of affordable housing.

State Strategy A: Rezone for densities necessary to facilitate production of moderate-income housing.

- Issue an RFP to identify a public/private partnership to rezone a portion of the City-owned Mine Bench parcel at 7700 Marsac Avenue to provide higher density for the development of affordable/employee housing.
- PROJECTED COMPLETION: August 2023.

GOAL III: Enhance housing assistance programs for City Employees.

State Strategy N: Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality or any other public employer that operates within the municipality.

- Evaluate the existing policy and propose changes to increase assistance and utilization.
- PROJECTED COMPLETION: March 2023.

**RESOLUTION ADOPTING THE 2022 FIVE-YEAR MODERATE-INCOME
HOUSING PLAN AS AN ADDENDUM TO THE
2014 GENERAL PLAN FOR PARK CITY, UTAH**

WHEREAS the Park City General Plan was first adopted by the City Council in 1985.

WHEREAS the Park City General Plan was rewritten and adopted by the City Council in 1997.

WHEREAS the City Council adopted subsequent amendments to the Park City General Plan in 1999, 2000, 2001, 2002, 2007, and 2011.

WHEREAS, in 2014 the City Council adopted a comprehensive rewrite of the General Plan as a guiding document for City decisions regarding Land Use, Housing, Transportation, Open Space, Resource Conservation, Parks and Recreation, Historic Preservation, Community Facilities, and Economic Development.

WHEREAS the comprehensive rewrite of the Park City General Plan in 2014 complied with Utah Code § 10-9a-401 et seq. and promoted moderate-income housing.

WHEREAS the 2012 Housing Assessment and Plan, the Moderate-Income Housing Plan component of the Park City General Plan, remained in full effect in conjunction with the 2014 Park City General Plan.

WHEREAS in 2017, the Housing Department updated the Housing Assessment and Plan, the Moderate-Income Housing Plan component of the 2014 Park City General Plan.

WHEREAS in 2019, the Utah Legislature enacted Senate Bill 34 (SB 34), Affordable Housing Modifications, which expanded the requirements the City must follow regarding the Moderate-Income Housing Plan component of the 2014 Park City General Plan.

WHEREAS the 2017 Housing Assessment and Plan was updated and approved as the 2020 Housing Assessment and Plan and complies with the SB 34 Affordable Housing Modifications requirements.

WHEREAS the Planning Commission conducted a work session on the Moderate-Income Housing Plan and Report on July 27, 2022.

WHEREAS public notice was posted to City Hall, the Utah Public Notice Website, and the City Website on August 4, 2022, published in the Park Record on August 10, 2022, and mailed to affected entities on August 10, 2022, for the August 24, 2022, Planning Commission public hearing and the September 1, 2022, City Council public hearing.

WHEREAS the Planning Commission conducted a public hearing on August 24, 2022, regarding the 2022 Five-Year Moderate-Income Housing Plan as an amendment to the Housing Element of the General Plan.

WHEREAS on August 24, 2022, the Planning Commission voted to forward to the City Council a positive recommendation regarding the 2022 Five-Year Moderate-Income Housing Plan as an amendment to the 2014 Housing Element of the General Plan.

WHEREAS on September 1, 2022, the City Council reviewed the 2022 Five-Year Moderate-Income Housing Plan and held a public hearing pursuant to Utah Code § 10-9a-404 and § 10-9a-408.

WHEREAS in conjunction with the review of the 2022 Five-Year Moderate-Income Housing Plan on September 1, 2022, the City Council reviewed and approved the 2022 Moderate Income Housing Report pursuant to Utah Code § 10-9a-408.

WHEREAS the City must submit a copy of the Moderate-Income Housing Report to the Utah Department of Workforce Services by October 1, 2022.

WHEREAS the City must publish the Moderate-Income Housing Report on the Park City Municipal Corporation website by October 1, 2022.

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

SECTION 1. ADDENDUM TO THE 2014 PARK CITY GENERAL PLAN. The 2022 Five-Year Moderate-Income Housing Plan attached as Exhibit A hereto is hereby approved and adopted as the Housing Element of the 2014 Park City General Plan.

SECTION 2. MODERATE-INCOME HOUSING REPORT. The Moderate-Income Housing Report attached as Exhibit B hereto is hereby approved.

SECTION 3. FILING OF THE HOUSING ASSESSMENT AND PLAN AND MODERATE-INCOME HOUSING REPORT. The 2022 Five-Year Moderate-Income Housing Plan attached as Exhibit A hereto and the Moderate-Income Housing Report attached as Exhibit B hereto shall be filed with the Utah Department of Workforce Services by October 1, 2022.

SECTION 4. POSTING OF THE HOUSING ASSESSMENT AND PLAN AND MODERATE-INCOME HOUSING REPORT. The 2022 Five-Year Moderate-Income Housing Plan as Exhibit A hereto and the Moderate-Income Housing Report attached as Exhibit B hereto shall be posted on the Park City Municipal Corporation website by October 1, 2022.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect upon publication.

PASSED AND ADOPTED this 1st day of September 2022.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

2022 Moderate Income Housing Annual Report

HB 462 made significant revisions to the moderate income housing element in the state code. Through this legislation, greater clarity as well as new strategies were outlined as options to be used within moderate income housing plans. The requirement for such an element as well the reporting of progress on moderate income housing was also amended.

Under the Utah Code, the legislative body for certain jurisdictions must annually submit a report that includes:

1. A description of each moderate income housing strategy selected by the jurisdiction for implementation; and
2. An implementation plan.

In accordance with UCA 10-9a-408 and 17-27a-408, the following jurisdictions must have a moderate income housing element with implementation plan in their general plan and report annually:

Cities

- Of the first, second, third, or fourth class, or
- Cities of the fifth class with at least 5,000 in population (and within a first, second, or third class county)

Metro Townships

- A population of at least 5,000

Counties

- Of the first, second, or third class, and
- A population of at least 5,000 within the unincorporated portion of the county

SCHEDULE

For the 2022 annual report:

**** By Oct 1, 2022, jurisdictions that fall under this requirement must adopt/amend their**

general plan to utilize the new strategy options in their moderate income housing element and include an implementation plan

** By Oct 1, 2022, jurisdictions that fall under this requirement must submit their annual report (using this form)

** Within 90 days of report submission, the Housing and Community Development Division will review the annual report for compliance and potential priority funding consideration.

 rhoda.stauffer@parkcity.org (not shared) [Switch account](#)



* Required

Preparer's Contact Information

Preparer's Name *

First and Last Name

Rhoda Stauffer

Preparer's Job Title *

Housing Outreach & Compliance Manager

Preparer's Email *

rhoda.stauffer@parkcity.org



Preparer's Phone *

435-615-5152

Type of Jurisdiction *

☐ County

☒ Municipality (City, Town, Metro Township)

Next

Clear form

Never submit passwords through Google Forms.

This form was created inside of State of Utah. [Report Abuse](#)

Google Forms



2022 Moderate Income Housing Annual Report

 rhoda.stauffer@parkcity.org (not shared) [Switch account](#)



* Required

Municipalities

To verify if your municipality (city, town, metro township) is required to have a moderate income housing element in the general plan and submit an annual report, answer the following question.

Name of Municipality *

Park City ▼

[Back](#)

[Next](#)

[Clear form](#)

Never submit passwords through Google Forms.

This form was created inside of State of Utah. [Report Abuse](#)

Google Forms



2022 Moderate Income Housing Annual Report

 rhoda.stauffer@parkcity.org (not shared) [Switch account](#)



* Required

Municipal Annual Report - Park City

Municipal Government Contact Information

We have the following contact information on file for your municipality.

Mayor Nann Worel

(435) 513-9955

nann.worel@parkcity.org

Update of Information Listed Above

Use the field below to update any of the information above.

Your answer



Moderate Income Housing Element

Based on your municipality's population and classification, the city is required to include at least three strategies in the moderate income housing element out of the options provided in UCA 10-9a-403(2)(b)(iii).

Population: 8,578

Classification: 5th Class Municipality

Data Source: 2020 American Community Survey, Revised (July)

Has the municipality adopted a moderate income housing element in the General Plan? *

☒ Yes

☐ No

Back

Next

Clear form

Never submit passwords through Google Forms.

This form was created inside of State of Utah. [Report Abuse](#)

Google Forms



2022 Moderate Income Housing Annual Report



rhoda.stauffer@parkcity.org (not shared) [Switch account](#)



* Required

Municipal Annual Report - General Plan

When did the municipality last adopt or amend the moderate income housing element of the General Plan? *

MM DD YYYY

09 / 01 / 2022

Provide the link to the ordinance to adopt/amend the General Plan related to the moderate income housing element. *

www.parkcity.org/will be added once new plan is adopted



Provide the link to the General Plan (or if the moderate income housing element is ^{*} a separate file, to that element).

www.parkcity.org/will be added once new plan is adopted

What page of the linked file does the moderate income housing element begin ^{*} on?

Page 1

What page of the linked file does the implementation plan for the moderate ^{*} income housing element begin on?

Page 11

If the municipality has created any special moderate income housing pages on its website, please include those here.

Separate each link with a semicolon (;).

www.parkcity.org/departments/affordable-housing-18786

Back

Next

Clear form

Never submit passwords through Google Forms.

This form was created inside of State of Utah. [Report Abuse](#)

Google Forms



2022 Moderate Income Housing Annual Report



rhoda.stauffer@parkcity.org (not shared) [Switch account](#)



Municipal Annual Report - Strategies

Based on your municipality's population and classification, the municipality is required to include at least three* strategies in the moderate income housing element out of the options provided in UCA 10-9a-403(2)(b)(iii).

If your municipality has a fixed guideway public transit station, a minimum of four strategies are required from the options provided in UCA. The strategy (V) "Develop and adopt a station area plan in accordance with Section 10-9a-403.1" must be one of the four strategies, as well as either strategies (G), (H), or (Q).

NOTE - the strategy included in the General Plan must match the phrasing of the strategy as outlined in UCA 10-9a-403(2)(b)(iii).



Select the Strategies that have been included in the municipality's moderate income housing element.

Yes

(A) Rezone for densities necessary to facilitate the production of moderate income housing



(B) Demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing



(C) Demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate income housing



(D) Identify and utilize general fund subsidies or other sources of revenue to waive construction-related fees that are otherwise generally imposed by the municipality for the construction or rehabilitation of moderate income housing



(E) Create or allow for, and reduce regulations to, internal or detached accessory dwelling units in residential zones



(F) Zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers



(G) Amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors



(H) Amend land use regulations to eliminate or reduce parking requirements for



residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities

(I) Amend land use regulations to allow for single room occupancy developments

☐

(J) Implement zoning incentives for moderate income units in new developments

☐

(K) Preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or establishing a housing loss mitigation fund

☐

(L) Reduce, waive, or eliminate impact fees related to moderate income housing

☒

(M) Demonstrate creation of, or participation in, a community land trust program for moderate income housing

☐

(N) Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality

☒

(O) Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that

☐

applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing

(P) Demonstrate utilization of a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing



(Q) Create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act



(R) Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530



(S) Create a program to transfer development rights for moderate income housing



(T) Ratify a joint acquisition agreement with another local political subdivision for the purpose of combining resources to acquire property for moderate income housing



(U) Develop a moderate income housing project for residents who are disabled or 55 years old or older



(V) Develop and adopt a station area plan in accordance with Section 10-9a-403.1



(W) Create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones



(X) Demonstrate implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing

[Back](#)[Next](#)[Clear form](#)

Never submit passwords through Google Forms.

This form was created inside of State of Utah. [Report Abuse](#)

Google Forms



2022 Moderate Income Housing Annual Report



rhoda.stauffer@parkcity.org (not shared) [Switch account](#)



Preparation for 2023 Reporting and Beyond

This information is provided to assist you with future report submissions, but is not required for this current annual report submission.



Starting with the 2023 annual reporting period, jurisdictions that fall under the moderate income housing requirement will also need to provide the following in their annual report submission.

1. A description of each moderate income housing strategy selected by the jurisdiction for implementation;
2. An implementation plan;
3. A description of each action, whether one-time or ongoing, taken by the jurisdiction during the previous fiscal year to implement the moderate income housing strategies selected by the jurisdiction for implementation;
4. A description of each land use regulation or land use decision made by the jurisdiction during the previous fiscal year to implement the moderate income housing strategies, including an explanation of how the land use regulation or land use decision supports the jurisdiction's efforts to implement the moderate income housing strategies;
5. A description of any barriers encountered by the jurisdiction in the previous fiscal year in implementing the moderate income housing strategies;
6. Information regarding the number of internal and external or detached accessory dwelling units located within the jurisdiction for which the jurisdiction: A) issued a building permit to construct, or B) issued a business license to rent;
7. A description of how the market has responded to the selected moderate income housing strategies, including the number of entitled moderate income housing units or other relevant data; and
8. Any recommendations on how the state can support the jurisdiction in implementing the moderate income housing strategies.

A proud partner of the  **americanjobcenter**® network

Equal Opportunity Employer/Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.



City Council Staff Report



Subject: Planning Commissioner Qualifications
Application: PL-22-05332
Author: Rebecca Ward, Assistant Planning Director
Date: September 1, 2022
Type of Item: Legislative – Land Management Code Amendments

Recommendation

(I) Review the proposed Land Management Code amendments to outline Planning Commissioner qualification requirements, (II) conduct a public hearing, and (III) consider approving Ordinance No. 2022-30 (Exhibit A).

Background

On July 28, 2022, the City Council discussed the value of having a member with professional experience in building construction and trades on the Planning Commission and directed Planning to evaluate Land Management Code amendments that would include qualification requirements for certain Planning Commissioner seats ([Audio](#)). The Council discussed the possibility of having one or more designated seats that could include someone with a background in construction, planning, or architecture.

The City Council directed Planning to bring proposed Land Management Code amendments to the Planning Commission for an August review, public hearing, and recommendation to the City Council for consideration on September 1, 2022.

On August 24, 2022, the Planning Commission reviewed the proposed amendments. This staff report was published prior to the Planning Commission meeting and Planning will provide an update on the Planning Commission's recommendation during the September 1, 2022, Council discussion.

Analysis

Planning Commissioners are appointed by the Mayor with advice and consent of the City Council.¹ Land Management Code [§ 15-12-2](#) outlines the current qualification requirement for appointment to the Planning Commission – Planning Commissioners must be residents of Park City and have resided within the City for at least 90 days prior to being appointed. Additionally, Land Management Code [§ 15-12-4](#) states “[a]ppointments to the Planning Commission shall be made on a basis which fairly represents the interests of all residents of the community.”

Based on City Council direction, Land Management Code [§ 15-12-2](#) *Terms and Eligibility of Members* is proposed to be amended as follows:

¹ Land Management Code [§ 15-12-1](#)

Members of the Planning Commission shall serve terms of four (4) years. Terms shall be staggered and expire on the second Wednesday in July. Members shall continue to serve until their successors are appointed and qualified. The Mayor shall appoint a new Planning Commission member to fill vacancies that might arise and such appointments shall be to the end of the vacating member's term.

Members of the Planning Commission shall be residents of Park City and have resided within the City for at least ninety (90) days prior to being appointed. At least one Planning Commissioner shall be a land use professional, including but not limited to experience in construction, planning, or architecture.

Members are deemed to have resigned when they move their residences outside the City limits.

The Engineering Department suggested that the Council might consider adding a civil, geotechnical, or structural engineer as a potential land use professional. In response to Staff Communications on August 10, 2022, members of the Planning Commission expressed a desire to further understand the meaning and intent of adding designated qualifications ([Audio](#)).

Department Review

The Executive, Planning, Engineering, and Legal Departments reviewed the proposed Land Management Code amendments.

Notice

The proposed Land Management Code amendments were noticed pursuant to [§ 15-1-21](#) and were published in the *Park Record* and posted to the Utah Public Notice Website and City Website.

Public Input

Staff did not receive any public input at the time this report was published.

Alternatives

The City Council may modify and approve or approve Ordinance No. 2022-30, amending Land Management Code Section 15-12-2 *Terms and Eligibility of Members* to Outline Planning Commissioner Qualifications.

The City Council may deny Ordinance No. 2022-30, amending Land Management Code Section 15-12-2 *Terms and Eligibility of Members* to Outline Planning Commissioner Qualifications.

The City Council may request additional information and continue the discussion to a date certain.

Exhibit

Exhibit A: Ordinance No. 2022-30

Attachment 1 – Land Management Code Redlines

Ordinance No. 2022-30

**AN ORDINANCE AMENDING LAND MANAGEMENT CODE SECTION 15-12-2
TERMS AND ELIGIBILITY OF MEMBERS TO OUTLINE
PLANNING COMMISSIONER QUALIFICATIONS**

WHEREAS, the Land Management Code promotes the general health, safety, and welfare of the present and future inhabitants, businesses, and visitors of the City;

WHEREAS, Land Management Code Chapter 15-12 *Planning Commission* establishes a seven-member Planning Commission appointed by the Mayor with advice and consent of the City Council;

WHEREAS, Land Management Code Section 15-12-2 *Terms and Eligibility of Members* outlines requirements for Planning Commissioners – Planning Commissioners must be residents of Park City and have resided within the City for at least ninety days prior to appointment;

WHEREAS, Land Management Code Section 15-12-4 states appointments to the Planning Commission shall be made on a basis which fairly represents the interests of all residents of the community;

WHEREAS, on July 28, 2022, the City Council discussed the value of having a land use professional on the Planning Commission and directed Planning staff to evaluate Land Management Code amendments that include qualification requirements for certain Planning Commissioner seats for one or more land use professionals, including individuals with a background in construction, planning, or architecture;

WHEREAS, on August 24, 2022, the Planning Commission conducted a duly noticed public hearing and forwarded a _____ recommendation on the proposed Land Management Code amendments to the City Council;

WHEREAS, on September 1, 2022, the City Council conducted a duly noticed public hearing on the proposed Land Management Code amendments.

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

SECTION 1. AMEND MUNICIPAL CODE OF PARK CITY TITLE 15 LAND MANAGEMENT CODE. The recitals are incorporated herein as findings of fact. Municipal Code of Park City Title 15 Land Management Code Section 15-12-2 *Terms And Eligibility Of Members* is hereby amended as outlined in Attachment 1.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED THIS 1st day of September 2022.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, Mayor

Attest:

City Recorder

Approved as to form:

City Attorney's Office

Attachment 1

15-12-2 Terms And Eligibility Of Members

Members of the Planning Commission shall serve terms of four (4) years. Terms shall be staggered and expire on the second Wednesday in July. Members shall continue to serve until their successors are appointed and qualified. The Mayor shall appoint a new Planning Commission member to fill vacancies that might arise and such appointments shall be to the end of the vacating member's term.

Members of the Planning Commission shall be residents of Park City and have resided within the City for at least ninety (90) days prior to being appointed. At least one Planning Commissioner shall be a land use professional, including but not limited to experience in construction, planning, or architecture.

Members are deemed to have resigned when they move their residences outside the City limits.