



**PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
August 14, 2019**

PUBLIC NOTICE IS HEREBY GIVEN that the PLANNING COMMISSION of Park City, Utah will hold its Regular Planning Commission Meeting at the City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Wednesday, August 14, 2019.

MEETING CALLED TO ORDER AT 5:30 PM.

I.ROLL CALL

II.MINUTES APPROVAL

III.PUBLIC COMMUNICATIONS

IV.STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

V.CONTINUATIONS

- V.A. 245 Woodside Avenue – Plat Amendment – Proposal to remove an interior lot line to create one (1) lot of record 2,812 square feet in size. PL-19-04209
Public Hearing and Continuation to September 11, 2019.

[Staff Report](#)

VI.CONSENT AGENDA

VII.WORK SESSION

- VII.A. Deer Valley Resort Base Area Parking Plan update pursuant to the Twelfth Amended and Restated Large Scale Master Planned Development Permit Section G. Off-Street Parking. The capacity of the surface parking lots in the Snow Park Community was exceeded on 10% or more of the days during the 2018-2019 ski season. Therefore, the Planning Commission is reviewing the parking in said area.

[Staff Report](#)

[Exhibit A](#)

[Exhibit B](#)

[Exhibit C](#)

[Exhibit D](#)

[Exhibit E](#)

[Exhibit F](#)

- VII.B. 900 Round Valley Drive, Park City Medical Campus – Master Planned Development Amendment—The Applicant is proposing to amend their Master Planned Development Agreement to increase square footage for the Park City Medical Campus to build a 20,000-square-foot medical support building on Lot 6, and a 30,000-square-foot medical office space addition to the hospital on Lot 1. PL-19-04204

[Staff Report](#)

[Exhibits](#)

VIII.REGULAR AGENDA

- VIII.A. 3800 Richardson Flat Rd – Conditional Use Permit – The site currently contains the Quinn’s Water Treatment Plant. The Applicant is proposing one additional structure that will contain equipment/materials storage and will consist of 2,400 square feet. This structure is classified as an essential municipal public utility use, facility, service, or structure greater than 600 square feet, which is a conditional use in the Recreation and Open Space (ROS) zone. PL-19-04184
Public hearing and possible action

[Staff Report](#)

[Exhibits](#)

- VIII.B. 158 Main Street – Conditional Use Permit – The applicant is proposing 1) Construction of an addition to an existing Historic Structure located within the building setback. The proposal is to add a basement beneath the existing footprint of the Significant Historic Structure that is located within the side setback area; and 2) Construction of a front porch wider than the allowed ten (10) foot wide porch exception of the front setback. PL-19-04256
1) Public Hearing and Possible Action
2) Public Hearing and Possible Action

[Staff Report](#)

[Exhibits](#)

- VIII.C. 901 Woodside Avenue - Conditional Use Permit – The Applicant is proposing the construction of an addition to an existing Historic Structure located within the building setback. PL-19-04152
Public Hearing and Possible Action

[Staff Report](#)

[Exhibits](#)

- VIII.D. 901 Woodside Avenue –Conditional Use Permit – The Applicant is proposing the construction of a private driveway within a platted, un-built City Street. PL-19-04152
Public Hearing and Possible Action

[Staff Report](#)
[Exhibits](#)

- VIII.E. Park City Heights Located at Extended Piper and Ledger Way, Phase 4 – Subdivision – The Applicant, Ivory Development LLC, is proposing a subdivision plat for 48 single family lots on 12.54 acres consistent with the 2013 amended Park City Heights MPD, amended Park City Heights preliminary plat and amended phasing plan. PL-19-04190
Public hearing and possible recommendation to City Council.

[Staff Report](#)
[Exhibits](#)

- VIII.F. Marsac Mining Claim 61 (approximately 8925 Marsac Avenue)– Zoning Map Amendment The Applicant is proposing to rezone a 1.2-acre portion of Marsac Mining Claim 61 (approximately 8925 Marsac Avenue) located within the Flagstaff Annexation Area from Recreation Open Space to Residential Development. PL-18-04046
Public hearing and possible recommendation to City Council.

[Staff Report and Exhibits](#)

IX.ADJOURN

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

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



PLANNING DEPARTMENT

Planning Commission Staff Report

Subject: 245 Woodside Plat Amendment
Author: Liz Jackson, Planner
Date: August 14, 2019
Type of Item: Legislative – Plat Amendment

Recommendation

Planning Department staff recommends, per the applicant's request, that the Planning Commission open a public hearing and **continue** the 245 Woodside Plat Amendment item to the **September 11th, 2019** meeting date.

Description

Project Number: PL-19-04209
Proposal: Applicant is requesting to remove a Lot line to combine one and a half (1 ½) Old Town Lots into one (1) Lot of record.
Applicant: Suzanne Herrmann, represented by Michael Stoker, Stoker Architecture, Inc.
Location: 245 Woodside Avenue
Zoning: Historic Residential-1 (HR-1) District
Adjacent Land Uses: Residential
Reason for Review: Plat Amendments require Planning Commission review and City Council review and action.
Designation: N/A – Non-historic Site

Planning Commission Staff Report



Subject: Deer Valley Resort – Base Area Parking PLANNING DEPARTMENT
Plan Update Pursuant to Section G.
Off-Street Parking of the Development Agreement
Author: Hannah M. Tyler, AICP, Senior Planner
Date: August 14, 2019
Type of Item: Work Session

During the 2018-2019 ski season, the City found that Deer Valley Resort had exceeded parking allocations within “*Section G. Off-Street Parking of the Development Agreement*” because the capacity of the surface parking lots in the Snow Park Community were exceeded on more than 10% of the operating days. Exceeding capacity of the surface parking lots (which contain approximately 1,250 parking spaces) during the 2018-2019 ski season resulted in considerable traffic and congestion impacts overall, additional on-street parking (+/- 80 vehicles) within the Deer Valley Drive Right-of-Way during a heavy snow year, conflict with City transit busses, and guests walking in the Right-of-Way.

The Planning Commission approved the Deer Valley Resort Twelfth Amended and Restated Large Scale Master Planned Development Permit (known herein as “the Development Agreement”) in 2016, and the full Development Agreement is included as Exhibit A. There was no change in parking calculations or obligations as a part of the 2016 Development Agreement; however, language specific to Parking has been included in the Deer Valley Development Agreements and approvals since the original 1978 Special Exception Permit.

The 1978 Special Exception Permit was a permit for the construction of a 1,597 acre planned unit development in the “Deer Valley areas, American Flag Community, Lake Flat Community and the Bald Eagle Community.” The acreage calculation did not include “[A]ll the area to be skied.” The project was approved as a six (6) phase development to be completed over 15 years. At the time of approval, the development was split between two (2) jurisdictions with approximately two-thirds of the development in Park City Corporate limits and the southernmost one-third in unincorporated Summit County. The Planning Commission recommended annexing the southernmost one-third of the development which ultimately was annexed later in 1978.

Section G. Off-Street Parking of the 2016 Development Agreement states:

Parking required with relation to each portion of the Project shall be based upon Code as in effect at the time application for a building permit for such portion of the Project as is filed with City. For purposes of calculating required parking, the Project shall be deemed to be zoned Residential Development District (RD)

Master Planned Developments (MPD). Parking for each separate development parcel in the Project shall be determined in accordance with the Code at the time of application for Conditional Use approval. Any additional parking shall not encroach into zoned open space.

If the capacity of the surface parking lots in the Snow Park Community is exceeded on 10% or more of the days during any single ski season the need for constructing additional parking in said area shall be reviewed by the Commission.

The Snow Park Community is generally defined as the areas north of the Snow Park Lodge including the parking lots, snowmaking ponds, and adjacent Multi-Unit Dwellings within the base area periphery. The 1978 Special Exception Permit initially regulated parking by skier capacity with “one car [parking space] per every five (5) skiers the hill is capable of handling.” It wasn’t until the 7th Amended and Restated Large Scale Master Planned Development Permit in 1993 that the language regarding the Snow Park Community surface parking lots capacity was implemented. The 1993 (7th) Development Agreement initialized the Deer Valley Resort obligation to return to Planning Commission should the capacity of the surface lots be exceeded on 10% or more of the days during any single ski season. Since 1993, the parking lots have been expanded to the north including a temporary parking lot that was constructed for the 2002 Winter Olympics. The 2002 Winter Olympic parking lot has since been converted into a snowmaking pond. Staff has included Exhibit C which provides a timeline for the Snow Park Community surface parking lot expansions based on available satellite imagery.

The parking initially provided appears to address the skier capacity through the daily ticket limitations self-imposed by Deer Valley, with consideration given to other impacts like Nightly Rental occupancy and transit operations. Deer Valley intends to implement an RFID lift ticket tracking system for the 2019 ski season. This system is similar to other systems currently in use at local resorts. Deer Valley Resort has stated that skier visits increased due to expanded season pass sales, weather, Cottonwood Canyon(s) closures, and additional marketing efforts. The increase in skier visitation is a positive outcome for Deer Valley Resort and the City. However, neither the resort nor the City have had an opportunity to fully measure the impact on City infrastructure, mitigation efforts, and public safety. Deer Valley Resort has indicated that the skier capacity (daily basis) has not changed since the installation of the Empire Pass pod of lifts and trails.

Deer Valley Resort also points out that they have exceeded the trigger previously in big snow and event years [the City/Development Agreement does not count days regulated under a Special Event Permit. The City increased efforts to monitor the street parking after increased neighborhood issues, transit and public safety considerations were raised.

The purpose of this Work Session is for Deer Valley Resort to address exceeding Section G. Off-Street Parking, specifically for the Snow Park Community during the 2018-2019 ski season. Deer Valley Resort has expressed interest in expanding the lower parking lot by at least 80 parking spaces.

In general, staff does not recommend a pave-first strategy, and in particular staff does not recommend expansion of paved/surface level parking to the east towards Deer Valley Drive. Staff suggests a renewed focus on a combination of implementation strategies in addition to a potential parking lot expansion because drawing more visitations from single occupancy vehicles, guests and staff, directly conflicts with mitigation of the Resort parking. Additionally, a broader approach is more consistent with the following City goals:

General Plan Goals, Objectives and Strategies:

- *Goal #3:* Park City will encourage alternative modes of transportation on a regional and local scale to maintain our small town character.
- *Objective 3C:* Public transportation routes should be designed to increase efficiency of passenger trips and capture increased ridership of visitors and locals.
- *Detail Strategy for Reduction in Greenhouse Gases:* Increase utilization and scope of alternative transportation options including bus transit, car sharing, biking, and walking.
- *Implementation Strategy 5.39:* Develop employee outreach programs focused on large employers.
- *Detailed Strategy to reduce single occupancy vehicles:* Create programs that would support carpooling i.e. online carpooling database, etc.
- *Detailed Strategy for Commercial Nodes:* The Park City Retail Study recommends the following improvement to Deer Valley:
 - Given location, ensure transportation systems effectively serve Deer Valley.
- *Community Planning Strategy 11.1:* Provide flexibility to the two primary resorts in town within Master Planned Development amendments to allow the primary resorts to evolve with the tourism industry and increase occupancy rates year-round.

City Council Critical Priorities:

Thriving Mountain Town: Transportation

- Congestion Reduction
- Sustainable and effective Multi-Modal Transportation
- Balance between tourism and local quality of life

Preserving and Enhancing the Natural Environment: Energy

- Conservation, Renewable Energy, Carbon Reduction

The acting City Engineer has provided a memo detailing the capacity and parking capabilities of the Deer Valley Drive Right-of-Way (see Exhibit F). Review of the acting City Engineer's memo by the Planning Department is ongoing and no determination has been made by the Planning Director. The Planning Commission may consider the memo as a potential implementation strategy; however, in order to safely accommodate parking on Deer Valley Drive, the elimination of bicycle lanes would be triggered. This would be in direct conflict with the City Council's priorities and the General Plan, in addition to requiring revisions to Park City Municipal Corporation's Trails Master Plan and Deer Valley Resort's Trails Master Plan.

Staff supports incremental improvements to the Deer Valley Resort parking lots for public safety purposes and to maximize the efficiency of existing paved areas. Further, City officials are working with Deer Valley Resort to provide additional mitigation strategies, such as elevated transit, incentive programs, and off-site employee parking programs. Staff has provided Exhibit D which contains the draft/preliminary Transit Ridership calculations that reflect the disparity between the Park City Mountain Resort transit service and that of Deer Valley Resort. Planning Department staff is working with Transportation Planning Staff and Deer Valley Resort to refine this. In addition, staff has provided Exhibit E which contains the Deer Valley Resort Special Event Transit Operations Map which is a strategy implemented during Special Events and could be an implementation strategy specific to predictable peak skier days.

Staff has identified the following potential implementation strategies and their consistency with the City's established goals.

Potential Implementation Strategy	Implementation Strategy on its own	When combined with other Implementation Strategies
<i>Transportation Demand Management Program</i>	Consistent	Consistent
<i>Employee Travel Shift Policy Program</i>	Consistent	Consistent
<i>Physical improvements (updated striping, barriers, etc.) to increase efficiencies in the existing parking lot</i>	Consistent	Consistent
<i>Special Transit Operations for Peak Skier Days</i>	Consistent	Consistent
<i>Parking Lot Expansion</i>	Inconsistent	Consistent
<i>Increased Transit Service</i>	Consistent	Consistent
<i>Permanent Deer Valley Drive Right-of-Way Street Parking</i>	Inconsistent	Inconsistent

This work session is primarily an opportunity to hear from Deer Valley Resort.

Following their presentation, Staff recommends several areas of focus to guide Deer Valley Resort and the City on possible collaborative approaches moving forward, unless the Commission recommends constructing more parking. Additional information and an incremental approach allows Deer Valley Resort and the City's technical staff to review mitigation strategies and provide feedback in the areas of public safety, transit, and transportation.

Staff seeks clarification on the following infrastructure and operational related areas below. Additional information provided by Deer Valley Resort at a later date will provide the City's technical staff in the areas of public safety, transit, and transportation to review mitigation strategies and provide feedback:

- Would an increase in parking lot surface area solve the capacity issue for the Snow Park parking areas and public streets during peak skier days?
- What is the short term and long term plan for employee parking needs (i.e. is there an identifiable off-site parking location with existing or potential transit service)?
- What is the long term projection from Deer Valley regarding increased day skier visitation? Are there other users of the parking lots which can be addressed? Are any significant operational changes planned which will increase or reduce impacts?
- Is there an opportunity for the City and Deer Valley to collaborate on more direct transit routes to increase the opportunity for ridership and efficient transportation of riders to Deer Valley Resort (employees and guests included)?
- Can Deer Valley increase transportation and non-skier parking mitigation/employee parking during "predicable" peak skier days (Martin Luther King, Jr. Day weekend)?

Staff supports incremental improvements to the Deer Valley Resort parking lots for public safety purposes and to maximize the efficiency of existing paved areas. Further, City officials are working with Deer Valley Resort to provide additional mitigation strategies, such as elevated transit, incentive programs, and off-site employee parking programs. With the implementation of the RFID Chip Readers for skiers, predictability will be enhanced which could improve efficiencies in seasons to come.

Exhibits

- Exhibit A: Deer Valley Resort Twelfth Amended and Restated Large Scale Master Planned Development Permit
- Exhibit B: Planning Director Notice of Parking Violation dated March 14, 2019
- Exhibit C: Snow Park Community Parking Lot Construction Timeline
- Exhibit D: Park City Transit Ridership Calculations
- Exhibit E: Deer Valley Resort Special Event Transit Operations Map
- Exhibit F: Park City Engineering Department Deer Valley Drive Memo

When recorded, Mail to:
 Park City Recorder
 PO Box 1480
 Park City, UT 84060

**DEER VALLEY RESORT TWELFTH AMENDED AND RESTATED
 LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
November 30, 2016**

WHEREAS, Royal Street Land Company, a Utah corporation ("Royal Street") heretofore submitted to the Planning Commission of Park City ("Commission") certain items with relation to a residential, commercial, and recreational development project known as Deer Valley / Lake Flat Area Development ("Project") which items were listed in the original Permit granted for the Project by Commission and are incorporated herein by reference; and

WHEREAS, Commission found that such items submitted by Royal Street complied with and satisfied all applicable requirements of the Park City Land Management Code as then in force, to permit the construction of the Project as a planned unit development pursuant to the planned unit development exception then contained in the Park City Land Management Code; and

WHEREAS, Commission heretofore issued to Royal Street a Special Exception Permit dated September 27, 1977, with relation to the Project, which Special Exception Permit was amended by an Amended Special Exception Permit dated June 27, 1979 issued to Royal Street and by a Second Amended and Restated Special Exception Permit dated January 27, 1982, a Third Amendment to Special Exception Permit dated May 17, 1984, a Fourth Amendment to Special Exception Permit dated February 21, 1985, a Fifth Amended and Restated Special Exception Permit dated December 23, 1986, a First Amendment to Fifth Amended and Restated Special Exception Permit dated November 29, 1989, a Second Amendment to Fifth Amended and Restated Special Exception Permit dated April 11, 1990, a Sixth Amended and Restated Special Exception Permit dated October 10, 1990, a Seventh Amended and Restated Large Scale Master Planned Development Permit dated April 14, 1993, an Eighth Amended and Restated Large Scale Master Planned Development Permit dated April 25, 2001, a Ninth Amended and Restated Large Scale Master Planned Development Permit dated June 28, 2006, a Tenth Amended and Restated Large Scale Master Planned Development Permit dated August 12, 2009, and an Eleventh Amended and Restated Large Scale Master Planned Development Permit dated March 23, 2011, which were issued to Deer Valley Resort Company ("Permittee"), as assignee and successor to the rights of Royal Street under the Special Exception Permit; and

WHEREAS, Permittee and Commission desire to further amend and restate the Large Scale Master Planned Development Permit to reflect actions approved by the Commission with respect to the combination of vacant Deer Valley MPD Silver Lake Village Lots F, G, and H into one Lot I and to transfer 843 square feet of existing residential density (0.4215 unit equivalents (UE)) from Deer Valley MPD Silver Lake Village Lot D (existing Goldener Hirsh Inn) to the new Deer Valley MPD Silver Lake Village Lot I, to accommodate connection, access and circulation between the Goldener Hirsch Inn on Parcel D and the future Goldener Hirsch Residences proposed on Parcel I.

WHEREAS, Permittee has requested modification to the Large Scale Master Planned Development Permit and Commission is willing to grant said modifications as herein set forth; and

WHEREAS, Commission finds that it is in the best interest of Park City and its citizens that Permittee be granted the right to construct and develop the Project as a Master Planned Development in accordance with the Park City Land Management Code passed and adopted December 22, 1983, effective January 1, 1984 as the same has been amended by Ordinance to the date hereof (herein designated the "Code") and in accordance with the Large Scale Master Planned Development Permit as amended and restated hereby.

NOW THEREFORE, the Large Scale Master Planned Development Permit is hereby amended and restated to authorize and grant the right, and Permittee is hereby authorized and granted the right, to develop and construct the Project, subject to Planning Commission approval of any required Conditional Use Permits for site specific development and City Council approval and recordation of any required subdivision plats, as outlined and detailed in this: (A) Twelfth Amended and Restated Large Scale Master Planned Development Permit ("Permit") including the Exhibits hereto and those documents and items submitted by Permittee as aforesaid, as a Master Planned Development pursuant to the Master Planned Development provisions contained in the Code; and, (B) the Agreement dated July 12, 1978, between Park City, as "City", and Royal Street, as "Royal Street", as amended by an Amendment to Agreement dated May 29, 1978, a Second Amendment to Agreement dated April 3, 1980, a Third Amendment to Agreement dated August 21, 1980, as amended and restated in its entirety by a Fourth Amendment and Restatement of Agreement, a Fifth Amendment to Agreement dated May 17, 1984, and a Sixth Amendment to Agreement dated February 21, 1985, and all subsequent amendments, which are all incorporated herein by reference and which Agreement as so amended is herein referred to as the "Agreement", and as such Agreement may hereafter be further amended from time to time. Park City is hereinafter referred to in this Permit as "City".

A. **Densities.** For purposes of determining densities in the Project:

(1) Insofar as the following portions of the Project are concerned, the authorized densities shall be as follows:

<u>Parcel Designation</u>	<u>Authorized Dwelling Units</u>
Northwest Multi-Family (Fawn grove)	80
North Entrance Multi-Family (Pinnacle)	40
North Hillside Multi-Family (Pinnacle)	46
Southwest Multi-Family (Aspenwood)	30
Southwest Multi-Family (Courchevel)	13.5
Northwest Hillside Multi-Family (Daystar)	24
South Entrance Multi-Family (Stonebridge)	50
South Multi-Family (Lakeside)	60
West Multi-Family (Pine Inn and Trails End)	40
Total	383.5

For purposes of determining densities on the parcels designated in this Subparagraph (1), a single family home or an apartment containing two bedrooms or more constituted a dwelling

Unit, a one-bedroom apartment constituted one-half of a dwelling Unit, and a hotel room or lodge room constituted one-half of a dwelling Unit. The parcels in this subparagraph have all been developed as of the date hereof.

(2) Insofar as all portions of the Project other than the nine parcels containing 383.5 dwelling Units identified in Subparagraph A. (1) above are concerned, an apartment Unit containing one bedroom or more shall constitute a dwelling Unit and a hotel room or lodge room shall constitute one-half of a dwelling Unit.

(3) If approved in advance by Commission and Permittee, the owner of any development parcel in the Project shall have the right to have the densities permitted on said development parcel calculated in accordance with Subparagraph A. (1) or Subparagraph A. (2) above and/or with Exhibit 1 attached hereto (whichever is applicable) or in accordance with the Unit Equivalent formula contained in Section 10.12 of the Code, as said Unit Equivalent formula may from time to time be amended or modified. In the event of election of an owner to utilize said Unit Equivalent formula and approval thereof by Commission and Permittee, the maximum number of Unit Equivalents which may be contained in the structures built upon said development parcel shall not exceed the permitted number of dwelling Units to be constructed thereon determined in accordance with Subparagraph A. (1) or Subparagraph A. (2) above and/or with Exhibit 1 attached hereto (whichever is applicable) and the number of Unit Equivalents as constructed on said development parcel shall for all purposes hereof be deemed the number of units constructed thereon. Approval of use of the Unit Equivalent formula by Commission and Permittee shall not, and cannot, alter or release any private land use covenants between the owner and Deer Valley, or others, concerning development of the property or the density permitted thereon.

(4) Insofar as the following portions of the Project are concerned, the authorized densities, permitted on the development parcels are required to be calculated in accordance with the Unit Equivalent Formula contained in Section 10.12 of the Code as said Unit Equivalent formula may from time to time be amended or modified:

<u>Parcel Designation</u>	<u>Authorized Unit Equivalents</u>
Snow Park Village	209.75
Total	209.75

B. Unit Size. Except for units with relation to which the owner elected or elects to or is required to utilize the Unit Equivalent formula, there shall be no size limitation for Units constructed on any parcel provided that following construction the parcel proposed to be developed contains a minimum of 60% open space and otherwise complies with MPD and all applicable zoning regulations.

C. Development Parcel Designations. Development parcel designations, prescribed densities, parcel sizes, building height limitations (the height limitation for each parcel will be determined by reference to the Code in effect at time of application for approval of the development of the parcel) and the status of development of the parcels as of the date hereof are reflected on Exhibit 1. Permittee shall have the right to develop a total of 2,110 residential Units (exclusive of employee housing Units) within the Project. Permittee shall have the right to develop 209.75 Unit Equivalents within the Snow Park Village, subject to the conditions and

requirements of the Park City Design Guidelines, the Deer Valley Design Guidelines, and the following:

(1) **Conditional Use Review.** Prior to the sale by Permittee of the Snow Park Village, Permittee shall submit a site-specific plan with relation to such parcel to the Commission requesting approval for construction on the parcel. In addition, the Permittee shall request the establishment of building site conditions with relation to the parcel. Accordingly, Permittee or persons acting on its behalf shall file with the Community Development Department of City a completed application form supported by the information set forth in Section 15-6 of the Code, as the same may be amended from time to time. The procedure for the approval or disapproval of any site-specific plan shall be based upon the provisions of this Permit and the conditional use criteria of the Code in effect on the date of application. Components of the Project, other than land development parcels, are listed on Exhibits 2 and 3.

D. Subdivision of Development Parcels. Prior to the sale of any individual lots on any parcel listed on Exhibit 1 developed for residential use as a "subdivision" as defined by the City subdivision ordinance and state statute, the party electing to establish a subdivision on said parcel shall comply with all applicable provisions of the City subdivision ordinance in effect at the time of application. The procedure for the approval or disapproval of any subdivision application shall be based upon the procedure provided in the City subdivision ordinance in effect at the time of application.

Prior to the filing of a record of survey map and declaration of condominium to establish a condominium on any parcel listed on Exhibit 1, the party electing to establish a condominium shall comply with all applicable provisions of any City condominium ordinance in effect at the time of application. The procedure for the approval or disapproval of any condominium shall be based upon the Utah Code and any City condominium ordinance in effect at the time of application.

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.

F. Relationship to National Standards. The provisions of the Code and any other applicable zoning and development ordinances including national standards with respect to engineering or building requirements as adopted by City, in effect in City on the date hereof, shall govern the development within the Project, except as otherwise provided herein.

G. Off-Street Parking. Parking required with relation to each portion of the Project shall be based upon Code as in effect at the time application for a building permit for such portion of the Project as is filed with City. For purposes of calculating required parking, the Project shall be deemed to be zoned Residential Development District (RD) Master Planned Developments (MPD). Parking for each separate development parcel in the Project shall be determined in accordance with the Code at the time of application for Conditional Use approval. Any additional parking shall not encroach into zoned open space.

If the capacity of the surface parking lots in the Snow Park Community is exceeded on 10% or more of the days during any single ski season the need for constructing additional parking in said area shall be reviewed by the Commission.

H. Commercial Space, Support Commercial, and Meeting Space. Exhibit 2 hereto lists commercial and support space allotted to the Project. The General Snow Park Commercial category is restricted in utilization within the Project to the following parcels in the Snow Park area:

Pine Inn Multi-Family Parcel
 Snow Park Lodge Multi-Family Parcel (Black Diamond Lodge)
 Snow Park Village (Combination of Snow Park Hotel Parcel and
 Snow Park Parking Area Parcel)
 Snow Park Day Center Parcel

Utilization of portions of the General Snow Park Commercial category within any of the above listed parcels is subject to the specific approval of both Permittee and Commission.

In addition to the Exhibit 2 Commercial Space permitted in the Project, Support Commercial shall be permitted and used as defined in the Code, as amended, at the time of application.

I. Employee Housing. Permittee has been required to cause the development of 112 employee (affordable) housing units pursuant to prior editions of this Permit. Prior to the date of this Permit, Permittee has developed or caused to be developed units qualifying under the low and moderate income housing exception of the Code as follows:

<u>Project Location</u>	<u>Number of Qualifying Units</u>
A. Units in Deer Valley:	
Little Belle Manager Unit	1
Stag Lodge Manager Unit	1
Sterlingwood Manager Unit	1
Bald Eagle Caretaker Units	2
Mt. Cervin Manager Unit	1
Deer Valley Club Manager Unit	1
B. Units Other Than in Deer Valley:	
Parkside Apartments	42
Fireside Apartments / Condos	42
Washington Mill Apts.	8
Peace House	3
Aspen Villas / Silver Meadows (Participation)	9
Fawn grove Employee Unit	1
Total	112

Deer Valley shall be obligated to comply with all applicable ordinances of City relating to the creation and construction of employee housing, including ordinances that are adopted after the date of this Permit. Deer Valley will be given credit for the previously developed units

identified above when computing the employee housing obligation under applicable ordinances. The City acknowledges full satisfaction of Deer Valley's current obligation in the Employee Housing Agreement dated October 6, 1995 executed in conjunction with Deer Valley's contribution to the Silver Meadows project. If, at the time a new employee / affordable housing ordinance is adopted, the number of existing employee / affordable housing units built by Deer Valley or persons acting on its behalf exceeds the number of units required by the new ordinance, credit shall be given against the ordinance imposed obligation, but in no event shall City be obligated to reimburse Deer Valley for any excess, or to permit the assignment of the excess to other parties with a similar employee housing requirement. If, at the time a new employee / affordable housing ordinance is adopted, the number of existing units built by Deer Valley or those acting on its behalf falls short of the newly imposed ratio of employee units to conventional units, Deer Valley agrees to be bound by the provisions of the newly adopted ordinance; provided, however, that the new ordinance shall apply only to those Units on which site specific approval is granted after the adoption of the employee / affordable housing ordinance.

J. Technical Reports. Permittee shall submit updated technical reports with regard to traffic monitoring, water systems, and sewer systems for review by Commission as significant changes occur in those systems and as needed for specific project review as required by the Community Development Director and Public Works Director prior to density approval.

K. Public Use of Ski Facilities. Use of all ski facilities shall be open to the general public and shall not be restricted to owners of property located in Deer Valley or to members of any private club. Furthermore, all charges, fees and costs paid by the general public for the use of such facilities shall not exceed the charges, fees and costs paid by owners of property located in Deer Valley.

L. Trails .There are 4 types of trails in Deer Valley:

- (1) Bicycle paths located within street rights-of-way;
- (2) Pedestrian paths connecting parcels together within a community;
- (3) Connecting paths connecting communities together; and
- (4) Hiking trails to provide access to the mountain.

Bicycle paths shall be located within street rights-of-way dedicated to City and shall be operated and maintained by City as shown on the Deer Valley Trails Master Plan and the City Trails Master Plan.

Pedestrian paths shall be hard surfaced, a minimum of five feet wide, a maximum of six feet wide and built to public sidewalk specifications. These paths shall connect development parcels together and connect development parcels to commercial nodes. At the time of conditional use approval of a particular development parcel, the developer of said parcel shall provide a pedestrian path across said parcel connecting to the paths on the adjoining parcels. The location of these paths shall be determined by the parcel developer and by City staff with the Deer Valley Trails Master Plan used as a guide. The locations shall be modified as necessary to take into consideration topography and existing trails, and shall tie into the bus system which serves Deer Valley. These paths shall form a year-round system. Maintenance shall be the responsibility of the parcel owner. A 10 to 15 foot wide easement (easement size

shall be determined at the time of site specific conditional use approval) for each pedestrian path shall be dedicated to City and is required to be shown on the recorded plat for the applicable development parcel.

It is recognized by the parties that the property within the Deer Valley Resort is private property. Public access to ski runs is at the discretion of Permittee. Summer public access and non-destructive summer use which includes casual hiking on ski runs shall be allowed by Permittee subject to reasonable rules and regulations.

In the event that City in its sole discretion determines that City should hold any easements for hiking, City shall make a request that an easement be granted for any or all of the hiking trails that City desires to hold within or adjacent to ski runs shown on the Trails Master Plan. In the event that City obtains a formal agreement, City agrees to maintain such hiking trails, and Permittee will provide legal descriptions, signage and grant to City an easement (minimum of 10 feet to maximum of 15 feet wide) to maintain such hiking trails without hard surface and without winter maintenance. If City desires to upgrade the hiking trails beyond that which currently exists, City agrees to bear the cost of those improvements. The Trails Master Plan shall serve as a general guide in determining the final location of said hiking trails. In the event City obtains and holds formal easements for hiking trails, City shall indemnify and hold Permittee and its successors and assigns harmless from and against any loss, damage, injury or responsibility with relation to any such trail and any claims, demands or causes of action from any person resulting from injuries sustained while utilizing any hiking trails for which City has obtained and holds easements. Said public easement shall also be subject to such additional reasonable rules and regulations as Permittee deems appropriate to eliminate possible interference with the operation and maintenance of the ski resort, or in the interest of safety or security.

M. Open Space. With the exception of those parcels identified on Exhibit 1 and those areas and items listed on Exhibit 2 as "commercial and support space", all remaining property in the Project is hereby designated "landscaped open space" as that term is defined in the Code as presently in effect and shall remain substantially free from structures, roads and parking lots except as otherwise approved by City or permitted by the Code as presently in effect. The "landscaped open space" shall be maintained and operated by Permittee at Permittee's sole cost and expense.

N. Fire Considerations. All buildings or structures located within the Bald Eagle, Silver Lake, and North Silver Lake Communities shall be fire sprinkled in accordance with UBC 38-1-82.

O. Water Improvements .Permittee agrees that, as a condition of and concurrently with issuance to Permittee of a building permit for the construction of any buildings or structures comprising a portion of the Project, Permittee shall be obligated to agree in writing to construct and convey to City storage facilities, pumping facilities, and transmission lines, as agreed upon and approved by the Public Works Director and City Engineer at the time of issuance of said building permit, to the extent necessary to store and transmit culinary water, irrigation water, and water for fire flows to the buildings and structures covered by the building permit and to connect the same to the water system of City, and shall evidence to the satisfaction of City the ability of Permittee to comply with such agreements.

Permittee agrees that completion of the action required by this Section O with relation to any building or structure included in the Project shall be deemed a condition precedent to the

right to occupy and utilize the building or structure. Commission and Permittee agree that the general level of water facilities construction for the Project required by this Section O has been heretofore accomplished by Permittee.

The existing agreement relating to water rights and water facilities for Deer Valley development entered into November 17, 1988 between Permittee as "DVRC", Royal Street as "Royal Street", and City as "Park City" and the Deer Valley Water Facilities Improvement Agreement dated March 31, 1994 between City, Royal Street and Permittee (as "DVRC") and the Amendment to the 1994 Deer Valley Water Facilities Improvement Agreement dated May 12, 2006 between City as "Park City", Royal Street and Permittee (as "DVRC") are made a part of this Permit by reference.

P. Sewer Considerations .Although City has no responsibility for sewer approvals; the Snyderville Basin Sewer Improvement District has indicated the following with respect to sewerage in Deer Valley: Projected flow calculations are based on average wastewater flow from residential units and make no distinction regarding size. In other words, the Sewer District does not follow the "unit equivalent" concept as does City.

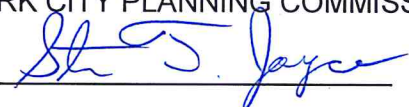
The Sewer District has previously reviewed both the Upper and Lower Deer Valley sewer systems and made the following comments: Upper System (American Flag / Silver Lake Community) - There are two sections of sewer within the American Flag Subdivision that limit upstream, new growth to approximately 325 additional residential units. There are several sections with only slightly greater capacity. This concern or limitation was eliminated by construction of a new sewer trunk line from Royal Street through the Westview Parcel in 1988. Lower System (Solamere, Queen Esther, Fawn grove) - A portion of the trunk sewer serving this area was replaced in 1985 to provide greater capacity for Hanover and Park Con projects as well as Deer Valley's. These three developers executed an agreement with the District which identified their anticipated development and the percentage of the cost they would fund to "reserve" capacity in the sewer system. Of the present sewer capacity of approximately 1385 units, Deer Valley has approximately 200 units available for future development. However, there are downstream sections of sewer that have less capacity than the new Deer Valley North Road sewer. This problem will be pursued with the developers as necessary.

Q. Separability. If any provision or provisions of this Permit shall be held or deemed to be, or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent, whatsoever.

R. Term of Permit. The term of this Permit is governed by the Twenty-Ninth Edition of the Land Management Code of Park City as revised as of April 1, 1993.

Approved this 30th day of November, 2016.

PARK CITY PLANNING COMMISSION

By  _____

Planning Commission Chair

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 1
DEVELOPMENT PARCELS

PARCEL NAME	PERMITTED DENSITY (UNITS)	DEVELOPED DENSITY (UNITS)	NOTES	HEIGHT (FEET)	PARCEL SIZE (ACRES)
DEER VALLEY COMMUNITY					
Stonebridge & Boulder Creek Multi-Family	50	54	1	28	10.23
Aspenwood Multi-Family	30	30		28	9.21
Pine Inn & Trails End Multi-Family	40	45	1	35	8.52
In The Trees (South Multi-Family) Multi-Family	14	14		28-45	2.87
Black Diamond Lodge (Snow Park Lodge Multi-Family)	29	27		28-75	5.70
Courcheval Multi-Family	13.5	27	1	35	1.82
Daystar Multi-Family	24	24		28	9.84
Fawngrove Multi-Family	50	50		28	12.05
Chateaux Fawngrove Multi-Family	10.5	11	2	28	Incl
Bristlecone Multi-Family	20	20		28	Incl
Lakeside Multi-Family	60	60		28	6.49
Solamere Single Family (includes Oaks, Royal Oaks & Hidden Oaks)	274	274		28	237.81
Pinnacle Multi-Family	86	86		28	36.80
Comstock Lodge (East Bench Multi-Family)	10.5	21	1	35	3.50
Red Stag Lodge	8.5	11	1	35	Incl
Powder Run Multi-Family	25	33	1	35	3.20
Wildflower (Deer Valley North Lot 1 Multi-Family)	11	14	1	28	1.04
Glenfiddich (Deer Valley North Lot 2 Multi-Family)	12	12		28	1.45
Chapparal (Deer Valley North Lot 3 Multi-Family)	15	20	1	28	1.44
Northeast Multi-Family:					12.65
Lodges @ Deer Valley	73.25	85	3	28-35	
Silver Baron Lodge	42.75	50	12	28-35	
Snow Park Village (Snow Park Hotel & Parking Sites)	209.75	0	4	28-45	14.93
Total Deer Valley Community	1108.75				
AMERICAN FLAG COMMUNITY					
American Flag Single Family	93	93		28	83.04
LaMaconnerie Multi-Family	15	15		28	6.19
Total American Flag Community	108				
NORTH SILVER LAKE COMMUNITY					
Westview Single Family	15	1		28	40.69
Evergreen Single Family	36	36		28	27.60
NSL Homesite Parcel #1	1	1		35	1.90
Belleterre Single Family	10	10		28	11.42
Bellevue Townhomes (NSL Subdivision Lot 1)	24	14	10	28	4.62
Bellemont Townhomes (NSL Subdivision Lots 2A and 2A-1)	18	12	10	28	3.75
NSL Subdivision Lot 2B	54	0		45	5.96
BelleArbor Townhomes (NSL Subdivision Lot 2C)	43	21	10	28-35	8.25
NSL Subdivision Lot 2D Open Space Lot	0	0	5	0	4.03
Total North Silver Lake Community	201				
SILVER LAKE COMMUNITY					
Stag Lodge Multi-Family	50	52	6	28-35	7.34
Cache Multi-Family	12	12		28	1.77
Sterlingwood Multi-Family	18	18		28-35	2.48
Deer Valley Club	20	30	1	28-45	1.53
Double Eagle (SL East Parcel 2 Multi-Family)	18	18		28-35	2.26
Stein Eriksen Lodge Multi-Family	66.75	65	11	28-35	10.86
Little Belle Multi-Family	20	20		28	3.66
Chateaux At Silver Lake Lot 23 Deer Valley Club Estates Subdivision)	65	78	1	28-45	3.24
Sterling Lodge (Lot 2 Silver Lake East Subdivision)	14	14		28-45	0.61
Royal Plaza Multi-Family (Silver Lake Village Lot A)	7.6215	13	1	59 (A)	0.48
Mt. Cervin Plaza Multi-Family (Silver Lake Village Lot B)	7.5	7		59 (A)	0.54
Inn at Silver Lake (Silver Lake Village Lot C)	10	8		59 (A)	0.50
Goldener Hirsch Inn (Silver Lake Village Lot D)	5.5785	18	1	59 (A)	0.35
Mt Cervin Multi-Family (Silver Lake Village Lot E)	16	15		59 (A)	0.53
Silver Lake Village Lot F	0	0		59 (A)	0.35
Silver Lake Village Lot G	0	0		59 (A)	0.38
Silver Lake Village Lot H	0	0		59 (A)	0.44
Silver Lake Village Lot I (combination of Silver Lake Village lots F, G, H)	34.4215	38	13,14,15	59 (A)	1.17
SL Knoll Condominiums	4	4		35	0.76
Knoll Estates Single Family	21	21		35	9.90
Black Bear Lodge (Lot 22 Deer Valley Club Estates Subdivision)	51	51		35	1.39
Knollheim Single Family	20	5	7	35	1.84
Alpen Rose Single Family	2	2		35	0.66
Silverbird Multi-Family	6	6		35	0.80
Ridge Multi-Family	24	24		35	2.34

**DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 1
DEVELOPMENT PARCELS**

PARCEL NAME	PERMITTED DENSITY (UNITS)	DEVELOPED DENSITY (UNITS)	NOTES	HEIGHT (FEET)	PARCEL SIZE (ACRES)
Enclave Multi-Family	17	17		28-35	1.79
Twin Pines Multi-Family	8	8		28-35	1.33
Cottages Single Family	11	11		28	7.06
Alta Vista Subdivision	7	7		35	6.02
Woods Multi-Family	16	7	8	28-35	2.41
Trailside Multi-Family	9	9		28-35	1.46
Aspen Hollow Multi-Family	16	16		28-35	3.18
Ridgepoint Multi-Family	38	38		28-35	5.60
Total Silver Lake Community	614.8715				
BALD EAGLE COMMUNITY					
Bald Eagle Single Family	78	58	9	28	35.65
Total Bald Eagle Community	78				
TOTAL CONVENTIONAL UNITS	2110.6215				
EMPLOYEE HOUSING UNITS					
Little Belle	1				
Stag Lodge	1				
Sterlingwood	1				
Bald Eagle	2				
Mt. Cervin	1				
Deer Valley Club	1				
TOTAL EMPLOYEE HOUSING UNITS	7				

NOTES:

1. These projects have been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density than base permitted density.
2. One small unit was separately permitted in this project using .5 unit of density.
3. This project has been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (85) than base permitted density (73.25).
4. This parcel is required to use the Unit Equivalent Formula contained in Section 10.12 of the Code.
5. This parcel has been platted as open space, with the open space applying to the open space requirement of Lot 2B.
6. Two additional units were permitted in this project on land that was not a part of the Deer Valley MPD.
7. This parcel was originally permitted as 20 MF units but subsequently developed as 5 single family homesites.
8. This parcel was permitted as 16 units. Subsequently 9 of the unit development rights were acquired by the homeowners and dedicated as open space.
9. This parcel was originally permitted as a combination of single family and multi-family. The multi-family uses were converted to single family with a density reduction from 78 to 58 units.
10. The development density on these parcels is less than the original permitted density at the election of the developer.
11. The transfer of 1.75 Unit Equivalents to this parcel from the Snow Park Village parcel was authorized by the Planning Commission on June 28, 2006.
12. This project has been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (50) than base permitted density (42.75). The transfer of 1 Unit Equivalent to this parcel from the Snow Park Village parcel was authorized by the Planning Commission on March 23, 2011.
13. Prior to issuance of a building permit on Lot I, the Property owner shall submit an Historic Mine Waste report.
If Historic Mine Waste is located on the site, a mitigation plan shall also be submitted compliant with the Park City Soils Boundary Ordinance.
14. Building on Lot I shall be designed to be broken into more than one volumetric mass above final grade,
exhibiting both horizontal and vertical articulation. Common underground parking is permitted.
15. The transfer of 0.4215 UE from Lot D to Lot I was approved by Planning Commission on November 30, 2016.

A. Lots in the Silver Lake Village Subdivision have a development height limitation tied to a base elevation of 8122' with peak of roof not to exceed elevation 8186'.

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 2
COMMERCIAL AND SUPPORT SPACE

LOCATION	RETAIL	RESTAURANT (3)	COMM'L OFFICES	ADMIN., SUPPORT & OTHER	TOTAL	TRANSFER TO RESIDENTIAL	DEVELOPED	REMAINING
SNOW PARK LODGE	13807	26958		85578	126343		126343	0
SNOW PARK TICKET SALES BUILDING				5112	5112		5112	0
SNOW PARK PLAZA BUILDING	3100		16000	4180	23280		23280	0
GENERAL SNOW PARK COMMERCIAL (1)	21890				21890		0	21890
SILVER LAKE LODGE	1200	29160		15790	46150		46150	0
EMPIRE LODGE (4)		22456		12544	35000		30453	4547
SILVER LAKE COMMUNITY (2)	27962		4265	12938	45165	1243	31954	11968
NORTH SILVER LAKE COMMUNITY	8000			6525	14525		0	14525
MAINTENANCE, WHSE, & SHOPS				31724	31724		31724	0
TOTAL	75959	78574	20265	174391	349189		295016	52930

NOTES:

(1) General Snow Park Commercial may only be utilized on certain parcels with approval of Commission and Permittee. 18110 square feet of General Snow Park Commercial has previously been allocated to and is included in totals for Snow Park Lodge.

(2) 10125 square feet of Silver Lake Community commercial has previously been allocated to and is included in totals for Silver Lake Lodge (1994 Silver Lake Lodge expansion 6990 sf and 1998 Silver Lake Lodge expansion 3135 sf). Remainder of Silver Lake Community commercial consists of:

Developed Space:

Royal Plaza	14312
Mt. Cervin Plaza	8080
Goldener Hirsch Inn	2062 (see note #5)
Chateaux at Silver Lake	7500
Total	31954

Transferred to Royal Plaza Residential

1243

Allocated but Undeveloped Space:

Silver Lake Village Lot C	7000
Remainder Unallocated	4968
Total	45165

(3) Includes kitchen, receiving and storage.

(4) Maximum size of Empire Lodge is 35000 sf of which 30453 sf has been developed.

(5) Commercial uses on Silver Lake Village Lot D includes 2,062 sf as allocated from this Amended and Restated Large Scale MPD, plus support commercial uses.

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 3
OTHER PROJECT COMPONENTS

ITEM	WITHIN PARK CITY	OUTSIDE PARK CITY
SKI AREA (1)		
CHAIRLIFTS	15	5
GONDOLA		1
SKI TRAILS AND BOWLS	63	34
SNOWMAKING	X	X
SKI PATROL / UTILITY STATIONS:		
BALD EAGLE MTN.	X	
BALD MTN.	X	
FLAGSTAFF MTN.	X	
LITTLE BALDY		X
JORDANELLE BASE		X
EMPIRE CANYON	X	
AMENITIES		
SNOW PARK LAKES & MEADOWS	X	
SNOW PARK PARKING LOTS	X	
PEDESTRIAN TRAIL SYSTEM	X	X
MOUNTAIN BIKING TRAILS SYSTEM	X	X
SOLAMERE SWIM & TENNIS FACILITY	X	
SNOWSHOE TOMMYS CABIN	X	
CUSHINGS CABIN	X	
BIRDSEYE CABIN	X	
JORDANELLE BASE		X
SNOW PARK CONCERT AMPHITHEATRE	X	

(1) ADDITIONAL SKI AREA FACILITIES AS DEMAND DICTATES, SUBJECT TO PROVISIONS OF PARK CITY LAND MANAGEMENT CODE AND OTHER APPLICABLE JURISDICTIONS.



March 14, 2019

Deer Valley Resort
PO Box 1000
Park City, UT 84060
Attn: Steve Issowits, Director of Real Estate and Resort Planning

Notification of Violation – Exceeding Approved Parking Capacity Snow Park area

Dear Mr. Issowits:

The current Development Agreement between Deer Valley Resort and Park City Municipal requires that if Snow Park ski area parking exceeds parking lot capacity more than 10% of the days in a ski season, the parking lots and any mitigations are required to be reviewed by the Planning Commission. See below:

Section G. Off- Street Parking

If the capacity of the surface parking lots in the Snow Park Community is exceeded on 10% or more of the days during any single ski season the need for construction additional parking in said area shall be reviewed by the Commission.

Our current information indicates that the 10% of parking capacity has been exceeded, therefore Deer Valley Resort is not in compliance with Section G and must comply with the review section of the current Development Agreement.

We can discuss the required analysis at your convenience.

Respectfully,

A handwritten signature in dark ink, appearing to read "B. Erickson", written over a light blue horizontal line.

Bruce M. Erickson, AICP
Planning Director
Park City Municipal Corp.
PO Box 1480
Park City, UT 84060

Cc: Matt Dias, Assistant City Manager
Mark Harrington, City Attorney

I:\ACTIVE PROJECTS\MASTER PLANNED DEVELOPMENTS\PL-09-00715 Deer Valley MPD 10th Amendment-KW

1993 (August)

Snow Park Community

Legend



Parking Lot #

5

4

3

2

1

Google Earth

Image U.S. Geological Survey

25



1000 ft

2002 (July)
Snow Park Community

Legend

Parking Lot

2002 WINTER
OLYMPIC
PARKING LOT

- 5
- 4
- 3
- 2
- 1

2003 (September)

Snow Park Community

Legend



Parking Lot #

POND

5+

5

4

3

2

1

27



1000 ft

2008 (February)

Snow Park Community

Legend



Parking Lot #

POND

5+

5

4

3

2

1

28



1000 ft

Google Earth

Image © 2019 Maxar Technologies

2018 (September)

Snow Park Community

Legend



Parking Lot #

POND

5+

5

4

3

2

1



1000 ft

Google Earth

- What is the season defined as (dates) – average daily ridership? Or do you have ridership over the defined timeframe?

Winter = Mid-December to mid-April

Spring = mid-April to mid-June

Summer = mid-June to Labor Day

Fall = Labor Day to mid-November

Early Winter = mid-November to Mid-December

The dates are dependent on when ski resorts plan on opening/closing, and new services typically start on a Friday/Monday, depending on the season. We're trying to work towards fewer service changes and consistent routing, like combining spring/summer/fall, but that'll take a few years to really streamline/optimize.

- What lines run to the areas?

For Snow Park/Deer Valley last winter, the following routes covered this area during peak service:

- 2 Green Park Meadows
- 3 Blue Thaynes Canyon
- 4 Orange Silver Lake
- 5 Yellow Prospector Express

This summer, the following routes serve Deer Valley/Snow Park:

- 1 Red Prospector Square
- 4 Orange Silver Lake (one way, to Main Street)
- 6 Lime Ecker Hill

- Time of first bus, time of last bus

From Snow Park (summer):

- 1 Red = First Bus 7:44am, last bus 11:44pm
- 4 Orange = first bus 10:20am, last bus 5:50pm
- 6 Lime = first bus 6:36am, last bus 12:06am

- Where to catch those lines from and if they are direct or require a transfer.

1 Red = direct, catch from Prospector, PC school district lots, PCM, Old Town Transit Center

4 Orange = direct, from Silver Lake

6 Lime = direct, from Ecker Hill P&R, Kimball Transit Center, Canyons, PCM, Old Town Transit Center

All other lines would require a transfer at the OTTC, except for Pink which would require a transfer at KJTC or Canyons Hub, and Brown, which requires a transfer at KJTC

- Average time to destination (I understand it's a ball park) from the start to the destination.

Fairly accurate approximations, based on scheduled arrival/departures:

From Ecker Hill P&R = 36 minutes

From KJTC = 30 minutes (lime) or 35 minutes (white, with transfer at OTTC)
From Canyons Hub = 24 minutes
From PCM = 15 minutes (lime) or 19 minutes (red)
From The Prospector = 29 minutes
From PC School District Lots = 27 minutes
From Fresh Market/Park Ave. Condos = 18 minutes (lime) or 21 minutes (red)
From OTTC = 6 minutes (lime) or 10 minutes (red)
From Silver Lake Village = 10 minutes
From PC MARC (with transfer at OTTC) = 41 minutes (must wait 10 minutes for red)

1. How many buses per hour through Snow Park in Summer Season daily?

Assuming during peak operating hours (7:00am to 12:00am) = 5 per hour (3 Red, 2 Lime) or 7 per hour if you include 4 Orange

a. How does this compare to PCMR during same timeframe?

Total of 16 per hour - 8 buses per hour (3 Red, 3 Green, 2 Lime) to Old Town, 8 buses per hour outbound

2. How many buses per hour through Snow Park in Off Seasons daily?

5 per hour (3 Red, 2 Lime), no Silver Lake service

a. How does this compare to PCMR during same timeframe?

16 per hour – 8 inbound to Old Town, 8 outbound to outlying areas (same as summer service)

3. How many buses per hour through Snow Park in Winter Season daily?

11 per hour based on last winter's routing (3 Green, 3 Blue, 3 Yellow, 2 Orange)

a. How does this compare to PCMR during same timeframe?

24 buses per hour total - 11 per hour heading to Old Town (3 Red, 3 Green, 3 Blue, 2 Orange) and 13 per hour heading outbound to outlying areas (3 Red, 3 Green, 3 Blue, 4 Lime)

- Summer 2018 (June 8 – September 2)
 - Season Total – 434,980
 - Average Daily Ridership – 5,058
- Fall/Early Winter 2018 (September 3 – December 6)
 - Season Total – 312,788
 - Average Daily Ridership – 3,327
- Winter 2018-2019 (December 7 – April 7)
 - Season Total – 1,642,030
 - Average Daily Ridership – 13,570
- Spring 2019 (April 8 – June 6)

- Season Total – 182,374
- Average Daily Ridership – 3,091
- Summer 2019 to date (June 7 – July 21)
 - Season Total – 272,426
 - Average Daily Ridership – 6,192

Summer Event Mitigation – Increasing Transit Ridership at concerts above 3,000 pp Data –

Snow Park Lodge
Friday, June 28, 2019

Route	Boarding	Alighting
Yellow	0	0
Red	102	79
Lime	47	45
Total	149	124

Total Ridership =
273 / 2,366 tix
*11.5% took
transit

Snow Park Lodge
Saturday, June 29, 2019

Route	Boarding	Alighting
Yellow	0	0
Red	95	64
Lime	27	30
Total	122	94

Total Ridership =
216 / 2,043 tix
*10.5 % took
transit

Snow Park Lodge
Sunday, June 30, 2019 – Franti/Marley Concert

Route	Boarding	Alighting
Yellow	255	223
Red	111	86
Lime	68	50
Total	434	359

Total Ridership =
793 / 4,738 tix
*16.7% took transit
448 riders on Yellow specifically.

Between Saturday Concert and Sunday sellout concert – there was a 72% increase in the number of people taking transit with the addition of the Yellow route.

Route	Friday, July 19		Saturday, July 20	
	Boarding	Alighting	Boarding	Alighting
1 Red	69	62	76	66
5 Yellow	87	71	0	0
6 Lime	40	29	43	26
Totals	196	162	119	92
	358		211	

July 19 - 358/ 4,108 tix sold *8% of ticketholders took transit.

July 20 – 211 / 2,055 tix sold *10% of ticket holders took transit.

*147 more people took transit to the Friday concert with increased transit (158 on Yellow specifically), as compared to Saturday concert with no increased transit. There was no overflow parking. Seems to be a communication error this evening with Transit Dispatch, for ops coordination, Jenny looking into if DV sent out communication to Ticketholders.

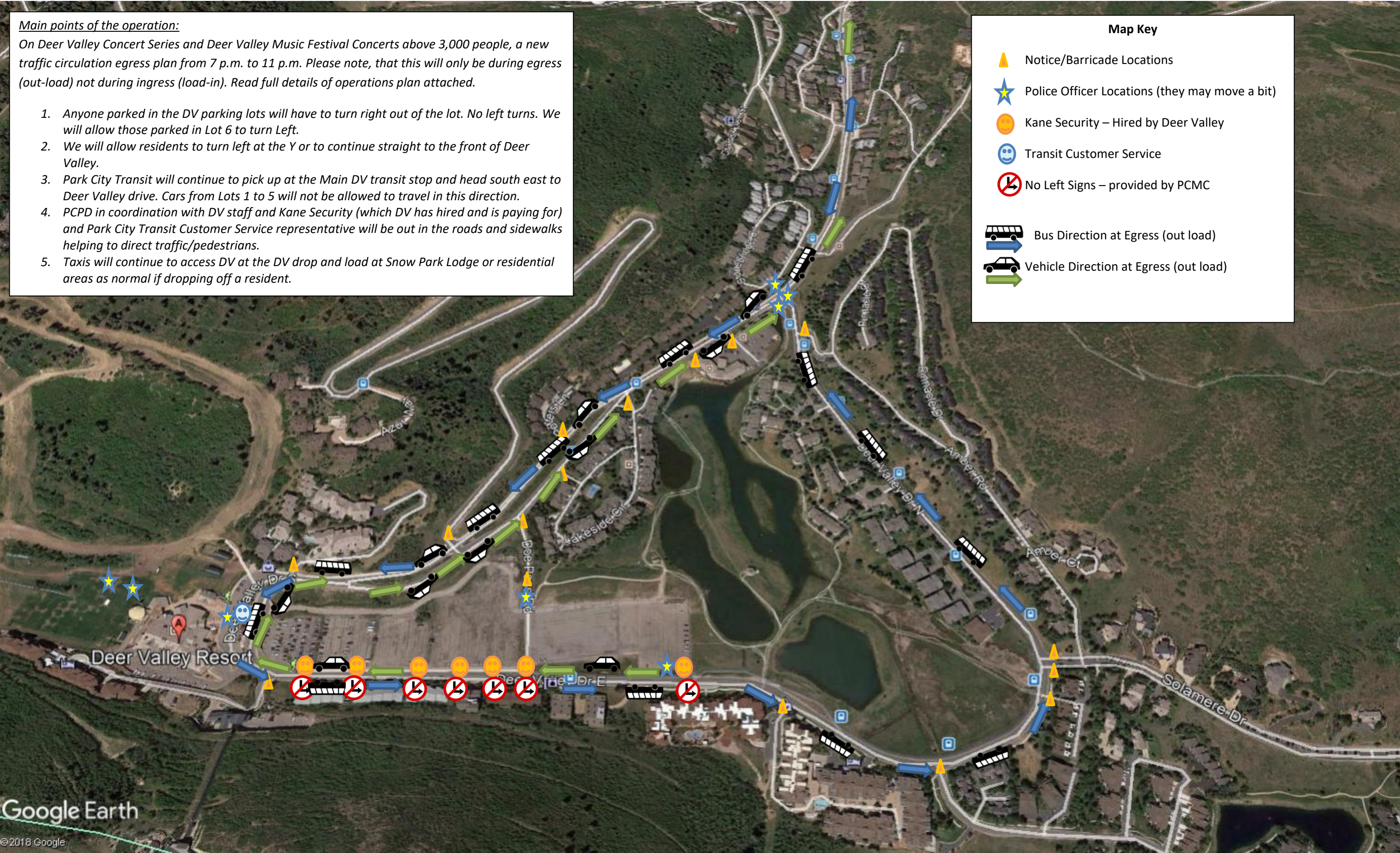
Main points of the operation:

On Deer Valley Concert Series and Deer Valley Music Festival Concerts above 3,000 people, a new traffic circulation egress plan from 7 p.m. to 11 p.m. Please note, that this will only be during egress (out-load) not during ingress (load-in). Read full details of operations plan attached.

1. Anyone parked in the DV parking lots will have to turn right out of the lot. No left turns. We will allow those parked in Lot 6 to turn Left.
2. We will allow residents to turn left at the Y or to continue straight to the front of Deer Valley.
3. Park City Transit will continue to pick up at the Main DV transit stop and head south east to Deer Valley drive. Cars from Lots 1 to 5 will not be allowed to travel in this direction.
4. PCPD in coordination with DV staff and Kane Security (which DV has hired and is paying for) and Park City Transit Customer Service representative will be out in the roads and sidewalks helping to direct traffic/pedestrians.
5. Taxis will continue to access DV at the DV drop and load at Snow Park Lodge or residential areas as normal if dropping off a resident.

Map Key

- ▲ Notice/Barricade Locations
- ★ Police Officer Locations (they may move a bit)
- ☹ Kane Security – Hired by Deer Valley
- 😊 Transit Customer Service
- 🚫 No Left Signs – provided by PCMC
- 🚌 Bus Direction at Egress (out load)
- 🚗 Vehicle Direction at Egress (out load)





MEMORANDUM

To: Hannah M. Tyler, Planning Department

From: G. Ryan Taylor, City Engineer

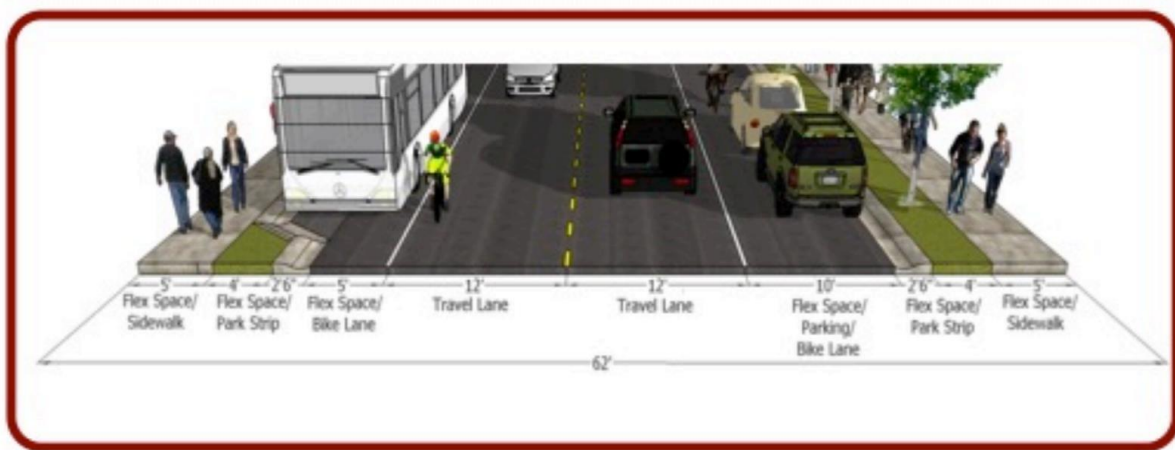
Date: August 1st 2019

Re: Deer Valley Drive on Street Parking Review

The engineer's office has been requested to review the current roadway geometry along Deer Valley Drive adjacent to the Deer Valley Resort parking lot and determine if the current geometry can support parallel parking on one or both sides of the roadway.

Requirements for parallel parking can vary from City to City and design guidelines vary depending on traffic speed, volume, pedestrian traffic, and other factors. The 2011 Park City Transportation Master plan varies the parking width from ~7 feet to approximately 12 feet depending on the roadway classification. Other cities generally require from 8 to 12 feet with some allowing 7 for compact cars only.

Deer Valley Drive was classified as a Major Residential Collector in the 2011 Masterplan. Below is a depiction of the preferred geometry. Note the figure shows two (2) 12-foot travel lanes, 5- foot shoulder on one side of the road and a 10-foot parking/flex space on the other.



The roadway in question is 35-feet wide (asphalt) with two (2) 30-inch concrete gutters resulting in 40' of hard surface. The travel lanes are 12-feet wide and a 5.5-foot shoulder/bike lane is located between the travel lane and concrete roll gutter on each side. The section of road is currently signed with no parking signs on both sides of the road, however, the area is used seasonally by Deer Valley for overflow parking.

The current configuration of the roadway provides for approximately 7-feet from the travel lane to the edge of the hard surface, see photo's below. When cars park on the very edge of the curb or on the sidewalk the driver's side of the vehicle tires are outside of the travel lanes, however, the mirrors and any open doors for ingress and egress impact the travel lane.



The major concern with parking as shown above is that the travel lane is impacted, forced to move to the middle (one way traffic), or stop to allow people in and out of the vehicles. On low volume roadways this impact is minor. However, on major collectors like this one the doors and pedestrians in the travel lane pose a safety hazard and slow traffic. This parking is predominately occurring during special events so the parking and peak travel times coincide further elevating the safety and traffic concerns.

In the winter months it is difficult or impossible to fully plow the curb area which results in parking further into the travel lane. This increases the impacts noted above and when combined with snow covered streets further elevates the safety hazards, as shown in the figure below.



Parking could potentially be added to one side of the roadway and still meet the intent of the Master plan and general engineering guidance. If parking were to be permitted, Engineering recommends using only the west side of the road, which is different from the current practice. The sidewalk adjacent to the west side of the road allow for snow to be removed from the curb, allow passengers exit onto the sidewalk and reduce the pedestrians crossing the travel lanes get to their vehicle.

As part of the parking process, Engineering recommends restriping the roadway to allow for 10 feet between the back of curb and the start of the travel lane for cars to safely park and exit their vehicles. This will require eliminating the bike lane on the east side and reducing the shoulder from ~5-feet to ~2-feet. A 2-foot shoulder, plus the width of the gutter.

Planning Commission Staff Report



Subject: Park City Medical Campus
Author: Rebecca Ward
Application: PL-19-04204
Date: August 14, 2019
Type of Item: Administrative – Master Planned Development Amendment
Pre-Application Public Hearing and Discussion

PLANNING DEPARTMENT

Summary Recommendations

Staff recommends the Planning Commission discuss and provide input regarding the Pre-Master Planned Development application for proposed amendments to the IHC Master Planned Development (MPD) and conduct a public hearing. Staff has provided recommended discussion points for the Commission's consideration. Public hearing input from the neighborhood and preliminary feedback from the Commission regarding the General Plan and the Land Management Code (LMC) does not indicate approval of the MPD Amendment application. Rather, it allows the Applicant to receive direction in preparing an MPD Amendment application to be filed for further consideration.

Description

Applicant: Park City Hospital, represented by Lori Weston
Location: 900 Round Valley Drive
Zoning: Community Transition (CT)
Adjacent Land Uses: Park City Quinn's Recreation Complex, Peace House, Summit County Health Department and People's Health Clinic, United States Ski and Snowboard Association Training Facility, Physician's Holdings Medical Offices, Questar Gas regulating station, open space
Reason for Review: Pre-Applications for MPD amendments require Planning Commission review and a finding of compliance with the Park City General Plan and general purposes of the LMC prior to submittal of an MPD Amendment application.

Proposal

On February 18, 2015, the Applicant submitted a Pre-MPD Amendment application and letter proposing Intermountain Healthcare Master Planned Development (IHC-MPD) amendments. On June 18, 2015, the Applicant submitted a revised application. The Pre-MPD Amendment application included a request for an additional 50,000 square feet for support medical uses, among other requests that will be discussed in the Background section below. On November 11, 2015, the Planning Commission continued the discussion of additional density to a future date.

On April 18, 2019, Park City Hospital submitted a Pre-MPD Amendment application proposing to amend the Intermountain Healthcare Master Planned Development (IHC-MPD) to increase square footage for the Park City Medical Campus located at 900 Round Valley Drive to build a

20,000-square-foot medical support building on Lot 6, and a 30,000-square-foot medical office addition to the hospital on Lot 1. The Applicant's request for an additional 50,000 square feet totals 50 Unit Equivalents. The application was deemed complete on July 22, 2019.

The Park City Medical Campus annexation included a total of 157 acres and is located in the Community Transition District Zone, which establishes a potential bonus density of three units per acre. The potential maximum density allowed on the Park City Medical Campus pursuant to Community Transition District Zone bonus density is 471 Unit Equivalents. The Park City Medical Campus Annexation Agreement and IHC-MPD establish 415 Unit Equivalents—or 535,000 square feet—for density build-out. To accommodate the unique design features required for a hospital, the City granted the Applicant 1,666.67 square feet per Unit Equivalent for a total of 300,000 square feet for hospital use (180 UEs). The City also granted the Applicant 1,000 square feet per Unit Equivalent for a total of 150,000 square feet for medical support use (150 UEs). The City granted the United States Ski and Snowboard Association (USSA) 1,000 square feet per Unit Equivalent for a total of 85,000 square feet (85 UEs).

The Park City Medical Campus 415 Unit Equivalents equates to 2.64 units per acre. Therefore, under the Community Transition District Zone bonus density, there are potentially 56 additional Unit Equivalents (for medical office support, this is 56,000 square feet) that the Planning Commission may grant for the Park City Medical Campus pursuant to Community Transition District Zone bonus density, subject to the Annexation Agreement, 2014 Park City General Plan, and the Land Management Code Master Planned Development and Community Transition provisions. At this time, the Applicant is requesting to amend the IHC-MPD in order to increase density for the Park City Medical Campus under the Community Transition District Zone bonus density for 50 Unit Equivalents for medical support use, which equates to 2.96 units per acre.

Background

In unincorporated Summit County, the northwest corner of the Quinn's Junction Intersection (SR 248 and US 40) was zoned Developable Lands with a base density of 1 unit per 20 acres or 1 unit per 40 acres, depending on environmentally sensitive lands. On November 3, 2004, Intermountain Healthcare (IHC), United States Ski and Snowboard Association (USSA), and Burbs, LLC, petitioned the City to annex approximately 157 vacant acres on the northwest corner of the Quinn's Junction Intersection into the City. Also in November of 2004, IHC submitted a Master Planned Development (MPD) application to build a 450,000-square-foot medical campus on the site. (Other uses on the Park City Medical Campus were developed under separate MPDs, described below).

The Planning Commission held eight public hearings to review the proposed annexation with respect to the Park City General Plan. On July 14, 2005, City Council established the Intermountain Healthcare/USSA/Burbidge Annexation Task Force ([Resolution No. 21-05](#)) to review the annexation petition and to make recommendations to the Planning Commission on housing, transportation, community economy, zoning, and land uses. On November 10, 2005, the task force forwarded a positive recommendation on the annexation's economic impact and fiscal analysis. On October 27, 2005, the task force recommended requirements for the

annexation's affordable housing mitigation. On December 8, 2005, the task force forwarded a positive recommendation on traffic and transportation impacts and mitigation.

On December 7, 2006, City Council approved the annexation plat, effective January 1, 2007 (Summit County Recorder's Office Entry No. 802746). On January 11, 2007, City Council approved an Annexation Agreement, which established the zoning for the annexed area as Community Transition Master Planned Development (CT-MPD) and outlined IHC obligations for trails, fire prevention measures, roads and access, sanitary sewer, water, affordable housing, and other requirements (Summit County Recorder Entry No. 802747). The Annexation Agreement set build-out density at 415 Unit Equivalents, which equates to 2.64 acres per unit. Also on January 11, 2007, City Council approved a five-lot *Subdivision Plat for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility*. The plat was recorded on January 23, 2007 (Summit County Recorder Entry No. 802749).

On May 23, 2007, the Planning Commission approved the Intermountain Healthcare Master Planned Development (IHC-MPD). The IHC-MPD increased the five-lot plat to an eleven-lot plat and the IHC-MPD concerned development of Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, and 11 of the *Subdivision Plat (Amended) for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility* (Summit County Recorder Entry No. 844971). On May 23, 2007, the Planning Commission approved a Conditional Use Permit for IHC phase one construction of a 122,000-square-foot hospital building, an additional 13,000 square feet of constructed and unfinished shell space, and 50,000 square feet for medical offices for the Park City Hospital on Lot 1.

On May 23, 2007, the Planning Commission approved a Master Planned Development and Conditional Use Permit for an 85,000-square-foot United States Ski and Snowboard Association (USSA) Training Facility on Lot 3. On July 9, 2008, the Planning Commission approved a Summit County Health Services MPD for the Summit County Department and the People's Health Clinic, a 25,000-square-foot facility on Lot 10. The Summit County Health Services MPD is separate from the IHC-MPD. On July 31, 2008, City Council approved the *Second Amended Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision Plat* to create and memorialize Lot 10 for the Summit County Health Department and People's Health Clinic (Summit County Recorder Entry No. 859976).

On October 8, 2014, the Planning Commission approved an amendment to the IHC-MPD and transferred 25,000 square feet of support medical office uses and density from Lot 6 to the Park City Hospital on Lot 1, and 25,000 square feet of support medical office uses and density from Lot 8 to the Park City Hospital on Lot 1. The Planning Commission also approved a Conditional Use Permit for phase two construction of the Park City Hospital on Lot 1, which included an 82,000-square-foot support medical office expansion, a health education center, an expanded wellness center, additional administrative space for the hospital, shell space for future short-term needs, and 3,800 square feet of new hospital space for a procedure center.

On June 4, 2015, the Park City Housing Authority approved an amended IHC Housing Mitigation Plan and approved locating Peace House—a non-profit organization that helps victims of domestic violence—on Lot 8. To meet certain affordable housing requirements, IHC

leased Lot 8 to Peace House, for \$1 per year for 40 years. Any future increase in density for IHC Medical Campus must be reduced by 8,000 square feet (or by 10 Affordable Unit Equivalents) to address the issue that a portion of the Peace House facility satisfies an affordable housing obligation for the Tanger Outlet Expansion through Summit County approvals. The 37,600-square-foot Peace House facility density is not counted against Park City Medical Campus density.

On January 13, 2016, the Planning Commission approved the second IHC-MPD amendment to address the location of the Peace House facility on Lot 8, to address affordable housing requirements, to identify Lot 4 for Public Municipal Use and Essential Services, and to address administrative amendments of the first IHC-MPC amendment.

On July 21, 2016, City Council approved the *Third Amended Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility* subdivision plat, which subdivided Lot 8 into two lots, Lot 8 and Lot 12 (Summit County Recorder Entry No. 1067219). On January 13, 2016, the Planning Commission issued a Conditional Use Permit for Peace House and determined that Peace House density will not be counted against IHC density. Peace House is a 37,600-square-foot facility that includes an emergency shelter, transitional housing, support uses like day care, counseling, training, common kitchen and living areas, laundry, storage, and administrative offices.

On September 11, 2018, the City submitted an application to amend the Park City Medical Campus plat to subdivide the City-owned Lot 4 into two 2.5-acre lots. On November 29, 2018, City Council approved the *Fourth Amendment Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility* subdivision plat to create a 2.5-acre Lot 4 and a 2.5-acre Lot 13. Lot 13 is proposed to be the future location for a Park City Fire Station and is subject to a Conditional Use Permit process. The Fire Station Public Use density will not be counted against Park City Medical Campus density.

Pre-Application Process

Planning Department staff held a pre-Application conference with the Applicant to provide preliminary feedback pursuant to [LMC 15-6-4\(A\)](#). The Applicant requested a work session with the Planning Commission to provide an opportunity for the public and Planning Commission to give preliminary input on the proposed Pre-MPD Amendment. [LMC 15-6-3\(B\)](#). The Applicant prepared a presentation of the preliminary concepts for the proposed Pre-MPD Amendment. [LMC 15-6-3\(B\)](#). The public will be given an opportunity to comment on the preliminary concepts at the August 14, 2019 Planning Commission work session so that the Applicant can address Planning Commission and neighborhood concerns when preparing the Application for an MPD Amendment. [LMC 15-6-3\(B\)](#).

Future MPD and CUP Requirements

The MPD Amendment application will require a full MPD review and a Conditional Use Permit for construction. A full MPD review includes studies such as traffic, utilities, phasing, affordable housing plan and phasing, topography, soils and mine hazards, density, view sheds, open space, sensitive lands, and wildlife, etc. Typical Conditional Use Permit requirements like a site

plan, landscaping plan, construction phasing, utility plans, grading plans, parking and circulation plans, open space calculations, architectural elevations, specific geotechnical studies, etc. must be submitted as part of the Conditional Use Permit process. Additionally, in the Pre-MPD Amendment application work session, the Planning Commission may require that the Applicant submit additional items when applying for the amended MPD and CUP. The MPD Amendment will be reviewed for compliance with the Annexation Agreement, the Community Transition District Zone, the MPD requirements outlined in [LMC 15-6](#), and any additional items requested by the Planning Commission at the Pre-MPD work session.

Density Calculations

The Park City Medical Campus annexation included a total of 157 acres and is located in the Community Transition District Zone, which establishes a potential bonus density of three units per acre. The potential maximum density allowed on the Park City Medical Campus under Community Transition District Zone bonus density is 471 Unit Equivalents. The Annexation Agreement and IHC-MPD established a total of 415 Unit Equivalents at build-out, which equates to 2.64 units per acre. Therefore, if the Planning Commission grants the Applicant's request to amend the Annexation Agreement and IHC-MPD pursuant to the Community Transition District Zone bonus density, there are potentially 56 additional Unit Equivalents (for medical office support, this is 1,000 square feet per Unit Equivalent for a total of 56,000 square feet) that may be granted for the Park City Medical Campus, subject to the Annexation Agreement, 2014 Park City General Plan, and the Land Management Code Master Planned Development and Community Transition provisions. At this time, the Applicant is only requesting 50 Unit Equivalents for a total of 50,000 square feet.

The Annexation Agreement established the Community Transition-Master Planned Development (CT-MPD) District Zone for the site, which allows one unit per twenty acres with a potential density bonus of up to three units per acre [LMC 15-2.23-4](#). Exhibit A of the Annexation Agreement, *Intermountain Healthcare/USSA/Burbs Annexation Agreement Findings/Annexation Agreement Points*, ¶ 11 states:

The MPD shall substantially comply with the Annexation Plat. The proposed total density at build-out for the Annexation area is 535,000 square feet (gross), equates to 2.64 units/acre and consists of the following:

Intermountain Healthcare Hospital: 300,000 square feet (180 UEs)

United States Ski and Snowboard Offices and Training Center: 85,000 square feet (85 UEs)

Support Medical Office: 150,000 square feet (150 UEs)¹

¹ The Annexation Agreement and IHC-MPD grant 300,000 square feet for hospital use at 1,666.67 square feet per unit equivalent (180 UEs), 150,000 square feet for medical support use at 1,000 square feet per unit equivalent (150 UEs), and 85,000 square feet per unit equivalent for United States Ski and Snowboard Offices and Training Center (85 UEs).

Exhibit A of the Annexation Agreement, *Intermountain Healthcare/USSA/Burbs Annexation Agreement Findings/Annexation Agreement Points*, ¶ 12 specifies that “[t]he City has agreed that up to 50,000 square feet of the total Support Medical Office area may be developed within, and in addition to, the 300,000 square foot hospital. The City identified a public policy preference that up to 50,000 square feet of the Support Medical Office area should primarily be utilized for public/quasi-public and other institutional uses reasonably related to the Support Medical Office area, including without limitation, athletic national governing body offices, non-profit community wellness facilities, and/or education uses. A specific allocation of such uses shall be determined and agreed to by the Petitioner (or its assigns) and the City as part of the MPD review and approval process.”

IHC phase one construction included a 122,000-square-foot hospital building, an additional 13,000 square feet of constructed and unfinished shell space, and 50,000 square feet for medical offices. Twenty-five thousand square feet of support medical office space was transferred from Lot 6 to the Park City Hospital Lot 1. Twenty-five thousand square feet of medical support office space was transferred from Lot 8 to the Park City Hospital Lot 1. IHC phase two construction included an 82,000-square-foot support medical office expansion, a health education center, an expanded wellness center, additional administrative space for the hospital, shell space for future short-term needs, and 3,800 square feet of new hospital space for a procedure center on Lot 1. The total support medical office space on Lot 1 is now 150,000 square feet. Park City Hospital has 162,200 square feet (97.32 UEs) of remaining developable hospital use for Lot 1.

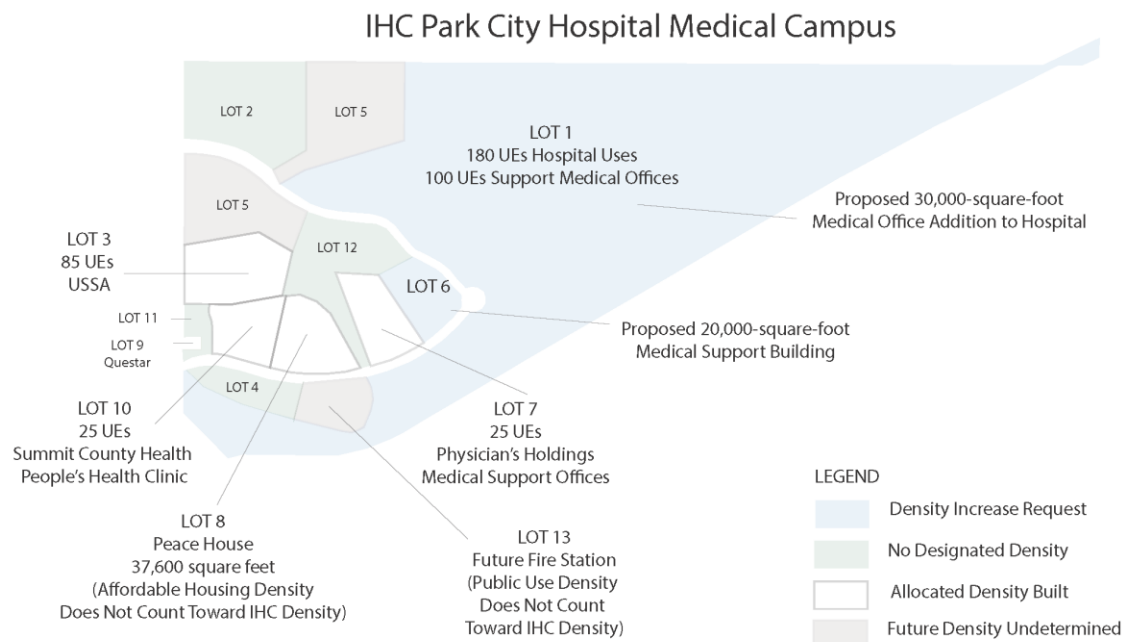
Other density on the Park City Medical Campus site was developed under MPDs that were separate from the IHC-MPD: (1) a 25,000-square-foot Physicians’ Holdings medical office was constructed on Lot 7, (2) a 25,000-square-foot Summit County Health Department and People’s Health Clinic was constructed on Lot 10, and (3) an 85,000-square-foot USSA Center of Excellence was constructed on Lot 3.

Lots 2, 4, 5, 9, 11, and 12 were not allocated specific density in terms of Unit Equivalents through the Annexation Development Agreement or IHC-MPD. Lot 2 is identified on the plat as open space. Lot 4 was identified as the location of 28 townhomes to satisfy a portion of the affordable housing obligation. These units were transferred to the Park City Heights Master Planned Development and the Park City Heights Development Agreement identifies Lot 4 as open space. Lot 9 is the location of a Questar gas regulating station. Lot 11 is owned by IHC and wraps around the gas regulation station lot. Lot 12 is owned by IHC and does not have allocated density. The southern lots of the Park City Medical Campus are adjacent to the Park City Quinn’s Recreation Complex.

The table below outlines the density established in the Annexation Agreement and IHC-MPD:

	Density Approved Under Annexation Agreement and IHC-MPDs	Completed	Remaining
Lot 1 Park City Hospital	300,000 SF 180 UEs	137,800 SF 82.68 UEs	162,200 SF 97.32 UEs
Lot 1 Support Medical Offices	100,000 SF 100 UE	100,000 SF 100 UEs	0
Lot 2 Open Space	0	0	0
Lot 3 USSA Training Facility	85,000 SF 85 UEs	85,000 SF 85 UEs	0
Lot 4 Open Space	Original affordable housing parcel, but housing transferred off-site to Park City Heights	0	0
Lot 5 Open Space	Potential public recreation development; density does not count against IHC density	0	0
Lot 6 Open Space	(25,000 SF/25 UEs transferred to Lot 1)	0	0
Lot 7 Physicians Holdings	25,000 SF 25 UEs	25,000 SF 25 UEs	0
Lot 8 Peace House	(25,000 SF 25 UEs transferred to Lot 1) (37,600-square-foot affordable housing facility does not count against IHC density)	0	0
Lot 9 Questar	0	0	0
Lot 10 Summit County Health Department/People's Health Clinic	25,000 SF 25 UEs	25,000 SF 25 UEs	0
Lot 11 Open Space	0	0	0
Lot 12 Open Space	0	0	0
Lot 13 Future Fire Station	(Public use density does not count against IHC density)	0	0
TOTAL	415 UEs	317.68 UEs	97.32 UEs

The image below shows the current site density:



Proposed IHC-MPD Amendment Analysis

The Applicant requests an additional 50,000 square feet (50 UEs) of medical support density to be approved as part of the IHC-MPD. The Applicant proposes 20,000 square feet for Lot 6 to build a future ambulatory surgery center and 30,000 square feet to be approved for Lot 1 to be built separately, or to be added to future phases of the hospital construction.

Substantive MPD modifications that constitute a change in density or configuration of the MPD require review of the entire MPD by the Planning Commission and must go through the Pre-Application public hearing. [LMC 15-6-4\(I\)](#). All MPD applications are reviewed for consistency with the goals and objectives of the Park City General Plan and compliance with the Land Management Code. [LMC 15-6-5\(N\)](#).

The General Plan and Community Transition District Zoning requirements are described below. Staff analysis is provided in italics.

General Plan Review

The 2014 Park City General Plan establishes the following goals:

Small Town—(1) Protect undeveloped lands, discourage sprawl, and direct growth inward to strengthen existing neighborhoods. (2) Encourage alternative modes of transportation on a regional and local scale to maintain our small town character.

Staff finds that the Intermountain Healthcare Proposed Park City Hospital Campus Master Plan discourages sprawl, directs growth within an already established medical campus MPD, and helps to co-locate complimentary services.

The Applicant proposes to build 140,000 square feet of medical use on the Park City Medical Campus Lots 1 and 6 over the next five years. The Applicant submitted a Park City Hospital Traffic Study by Fehr and Peers to explore the impact this expansion would have on traffic. The study concludes that all study intersections will continue to operate at acceptable delays and no mitigation measures are recommended. (Exhibit F). If the Planning Commission grants Park City Hospital an additional 50,000 square feet for support medical uses, the total density for future development of the Park City Medical Campus will be 212,200 square feet. As a result, Staff recommends that once future development increases beyond 140,000 square feet, the Applicant submit an additional Traffic Study at the time of CUP application.

Natural Setting—(1) Conserve a connected, healthy network of open space for continued access to and respect for the natural setting. (2) Be a leader in energy efficiency and conservation of natural resources reducing greenhouse gas emissions by at least 15% below 2005 levels in 2020.

The Applicant recorded a Declaration and Grant of Trail Easement issuing a 20-foot wide right-of-way and easement over the Park City Medical Campus for non-vehicular, non-motorized, recreational, pedestrian path and trail for the use and benefit of the public (Summit County Recorder Entry No. 1067218). Additionally, up to this point in development, the Applicant has maintained 80% open space on the Park City Medical Campus. Staff believes this goal has been and will continue to be met.

Sense of Community—(1) Create diversity of primary housing opportunities to address the changing needs of residents; (2) Increase affordable housing opportunities and associated services for the workforce of Park City; (3) Provide unparalleled parks and recreation opportunities for residents and visitors; (4) provide world-class recreation and public infrastructure to host local, regional, national, and international events that further Park City's role as a world-class, multi-seasonal destination resort while maintaining a balance with our sense of community; (5) support the continued success of the multi-seasonal tourism while preserving the community character that adds to the visitor experience.

The Applicant's request for an additional 50,000 square feet of medical support density triggers additional affordable housing requirements, discussed in more detail below.

The Applicant recorded a Declaration and Grant of Trail Easement (Exhibit H) on April 12, 2017, and must maintain all public trails described on the plat (Summit County Recorder Entry No. 1067218).

Furthermore, the Park City Hospital serves a vital community need for a healthcare facility in the region.

Historic Character—(1) Preserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations; (2) maintain the Historic Main Street District as the heart of the City for residents and encourage tourism in the district for visitors.

There are no historic buildings or sites on the Park City Medical Campus.

The IHC MPD is located in the Quinn's Junction Neighborhood identified in the 2014 Park City General Plan (Vol. II, Section 5, Neighborhoods, P. 257). The Park City Medical Campus is listed as a neighborhood icon. The Quinn's Junction Joint Planning Principles established between Summit County and Park City recommend that clustered development should be balanced with preservation of open space. Public preserved open space and recreation are the predominant existing land uses.

The Quinn's Junction Joint Planning Principles establish development patterns for the area and specify that development should be designed to enhance public access through interconnection of trails, preserve public use and enjoyment of these areas, and continue to advance these goals along with the preservation of identified view sheds and passive open space areas. New development should be set back in compliance with the Entry Corridor Protection Overlay. Sensitive Lands should be protected. New Development should be transit-oriented and linked to broader community open space and trail networks.

The 2014 Park City General Plan outlines the following uses for the area: a hospital, educational facility, recreation/sports training facility, or an art/cultural heritage/history-based institution.

The Applicant's Intermountain Healthcare Proposed Park City Hospital Campus Master Plan to increase density for the Park City Medical Campus Lot 1 and Lot 6 by 50,000 square feet for support medical office space is proposed to be clustered as an addition to the existing hospital, with a potential medical support building on Lot 6 and does not inhibit public access to interconnected trails, retains open space, and may be designed to preserve view sheds. Opportunities for a transit hub are discussed below.

The Community Transition (CT) District Zone

CT Purpose

The IHC Park City Medical Campus is located in the Community Transition District Zone. The purpose of the Community Transition District Zone is to ([LMC 15-2.23-1](#)):

- Encourage low-Density, public, quasi-public, and/or institutional Uses relating to community open space, recreation, sports training and Development, tourism, and community health.
- Low Density Development is to be designed to cluster Uses in the least visually sensitive Areas to maximize open space.
- Public open space and recreation Uses should be enhanced.

- Highway service commercial and regional-commercial is prohibited.
- Residential land Uses are limited.
- The visual impact of parking and parking lot lighting from the entry corridor must be minimized.
- Environmentally Sensitive Lands such as wetlands, Steep Slopes, ridgelines, wooded Areas, and Stream Corridors must be preserved and enhanced.
- Significant open space and landscape buffers must be preserved between Development and the highway corridor to preserve Park City's scenic entry corridor.
- Transit-oriented Development and Uses are encouraged.
- Linkages to the broader community open space and trail network are promoted.
- Development of high-quality public places such as parks, trails, and recreation facilities are encouraged.
- Development which preserves the natural setting to the greatest extent possible is encouraged.
- Curb cuts, driveways, and Access points to the highway must be minimized.
- Sustainability, conservation, and renewable energy are encouraged.

CT Uses

Conditional Uses within the Community Transition District Zone include Master Planned Developments, public, quasi-public, civic, and municipal uses, general acute hospital, and alternative professional health-related services.

The Applicant's proposed 50,000-square-foot density increase for medical support offices will require a Conditional Use Permit subject to [LMC 15-1-10](#).

CT Density

Maximum base density allowed in the Community Transition (CT) District Zoning is one unit equivalent per 20 acres. A bonus density up to a maximum of three unit equivalents per acre may be approved, provided that all density bonus requirements established in [LMC 15-2.23\(B\)](#) are met and the additional standards are incorporated into the MPD, including:

(1) **OPEN SPACE.** The Master Planned Development shall provide eighty percent (80%) open space on the project Site.

Staff recommends that the Planning Commission request that the Applicant submit an open space analysis to delineate the 80% open space that is located within the IHC-MPD and to demonstrate how the 80% open space will be preserved and protected if the requested 50,000-square-foot density is granted.

(2) **FRONTAGE PROTECTION ZONE NO-BUILD SETBACK.** The Master Planned Development shall include a three hundred foot (300') Frontage Protection Zone no-build Setback measured from the closest edge of the highway Right-of-Way. The Planning Commission may consider allowing encroachments into the three hundred foot (300') Frontage Protection Zone requirement based on existing Site topography in locating roads and other infrastructure in order to achieve optimum Site circulation.

Staff finds that the Applicant's Intermountain Healthcare Proposed Park City Hospital Campus Master Plan complies with the 300' Frontage Protection Zone.

(3) **PARKING.** Parking for the Master Planned Development is subject to the requirements set forth in Section 15-3. A minimum of sixty percent (60%) of the Master Planned Development's required project parking shall be structured/tiered parking so as to limit the visibility of Parking Areas and parking lot lighting. The Planning Commission may consider reducing the sixty percent (60%) minimum structured/tiered parking requirement based on existing Site topography in locating exterior surface parking to achieve maximum screening of parking from entry corridor Areas and/or to achieve optimum Site circulation and/or shared parking.

The Land Management Code requires five parking spaces per 1,000 square feet of leasable floor area for medical office and clinic parking. [LMC 15-3-6\(B\)](#). If the Planning Commission approves the Applicant's request for an additional 50,000 square feet for support medical office space, this could potentially require nearly 250 additional parking spaces. However, the Planning Commission has discretion to increase or decrease the required number of parking spaces based upon a parking analysis submitted by the Applicant at the time of the MPD submittal. [LMC 15-6-5\(E\)](#).

The Applicant submitted a Park City Hospital Parking Study by Fehr and Peers (Exhibit G) that demonstrates parking for an additional 140,000 square feet of medical support use. The parking study recommends a separate parking lot with 75 parking spaces for the proposed 20,000-square-foot support medical office on Lot 6. The parking study proposes 98 additional parking spaces to the existing Park City Hospital parking lot on Lot 1.

Additionally, the study outlines Transportation Demand Management strategies to reduce vehicle parking, including a transit stop, vanpooling, an emergency ride home program for employees who use transit or vanpools, and bicycle end-of-trip facilities and parking with lockers and a repair stand to incentivize cycling to and from work. The study also suggests carpooling, providing real time information about transit and bike shares, and an electric bike share station. Staff recommends that the Applicant submit a Transportation Demand Management plan at the time of MPD application to demonstrate how the Applicant proposes to decrease required parking through the strategies suggested in the Park City Hospital Parking Study.

Overall, however, Park City Hospital has 162,200 square feet of hospital use remaining to be built. If Park City Hospital is granted an additional 50,000 square feet for support medical uses, the total future density at build-out will be 212,200-square feet. LMC 15-6-5(D) states that open space may not be utilized for Parking Areas. Staff recommends that the Applicant demonstrate how the required 80% open space will be maintained and how the 60% structured or tiered parking will be designed.

In September of 2015, the Applicant entered into a "Parking Agreement for Recreational and Event Use at Park City Medical Center" with Park City. The Applicant agreed to allow recreational users to use the parking lots in front of the Hospital Parking Lot on Saturdays and Sundays. Also, the Applicant agreed to allow the City to use the parking lots in front of the Hospital for City-permitted events on Saturdays and Sundays with the Applicant's permission.

(4) **PUBLIC TRANSIT FACILITIES.** The Master Planned Development shall include the Development of a public transit hub facility within the Development Area. The Planning Commission may consider waiving this requirement if a Developer/Applicant contributes funding for an existing or proposed transit hub that is located within a close walking distance from a proposed Development.

There may be opportunities to increase transit access on the Park City Medical Campus as more density on the site is constructed. As part of the Transportation Demand Management plan, the Applicant may consider working with the City to explore the possibility of locating a transit hub on site.

(5) **ADDITIONAL ENHANCED PUBLIC BENEFIT DEDICATION.** The Master Planned Development shall provide the inclusion of public recreation facilities and/or land for public and/or quasi-public institutional Uses reasonably related to the General Plan goals for the Area, and impacts of the Development beyond that provided to achieve a project Density of up to one unit per acre by a factor reasonably related to the Density increase sought.

The Annexation Agreement Exhibit A Intermountain Healthcare/USSA/Burbs Annexation Agreement Findings/Annexation Agreement Points ¶ 12 states that “[t]he City identified a public policy preference that up to 50,000 square feet of the support medical office area should primarily be utilized for public/quasi-public and other institutional uses reasonably related to the support medical office area, including without limitation, athletic national governing body offices, non-profit community wellness facilities, and/or education uses. A specific allocation of such uses shall be determined and agreed to by the Petitioner (or its assigns) and the City as part of the MPD review and approval process.

Staff finds that the Applicant constructed the 7,000-square-foot Blair Education Center as part of the Park City Hospital on Lot 1 to be utilized for public/quasi-public and other institutional uses reasonably related to the support medical office area.

Staff finds that the Applicant donated Lot 4, a five-acre property, to Park City, originally slated for affordable housing. In November of 2018, Lot 4 was divided into a 2.5-acre Lot 4 and a 2.5-acre Lot 13. A future Park City Fire District Station is proposed to be constructed on Lot 13. The fire station public use density will not count against IHC density.

Staff finds that the Applicant donated Lot 5, a fifteen-acre property, to Park City for public recreation and open space. There may be future opportunities to develop recreation facilities on Lot 5. However, the public use density will not count against IHC density.

(6) **PUBLIC TRAILS AND PEDESTRIAN IMPROVEMENTS.** The Master Planned Development shall provide public dedicated pedestrian improvements and enhanced trail connections to adjacent open space and/or public ways.

On April 12, 2017, the Applicant recorded a Declaration and Grant of Trail Easement. Summit County Recorder Entry No. 1067218. The Applicant’s Intermountain Healthcare Proposed Park City Hospital Campus Master Plan maintains trail connections to adjacent open space and/or public ways.

(7) **SENSITIVE LANDS OVERLAY STANDARDS.** The Master Planned Development shall comply with the Development standards set forth in Section 15-2.21 Sensitive Lands Overlay. Density is determined by compliance with the criteria in Section 15-2.23-4.

This requirement will be met through future Conditional Use Permit processing, when the Applicant must show that the proposed 50,000 square foot density increase will not impact sensitive lands on Lot 6 or Lot 1. [LMC 15-1-10\(E\)\(15\)](#).

(8) **SUSTAINABLE-GREEN DEVELOPMENT DESIGN.** All Development within the proposed Master Planned Development within the proposed Master Planned Development shall implement City-approved sustainable green Building practices and Site design practices in effect at the time of Application.

At the time of the Conditional Use Permit, the Applicant's proposed project will be reviewed pursuant to City-approved sustainable green Building practices and Site design practices in effect at the time of Application.

(9) **AFFORDABLE HOUSING.** The Master Planned Development shall provide an additional five percent (5%) Affordable Housing commitment beyond that required by the City's Affordable Housing Resolution in effect at the time of Application. This is in addition to that provided in Section 15-2.23-4(A)(8) [which requires an additional 5%]. The total affordable housing requirement is 110% of the base requirement.

On July 26, 2019, the City sent a Notice of Housing Authority Action to the Applicant outlining the amended Housing Mitigation Plan for the housing obligations resulting from the 2007 IHC/USSA/Burbidge Annexation Agreement. The Applicant owed 6.82 Affordable Unit Equivalents (5,456 square feet). The Applicant is in the process of recording deed restrictions on nine units at 1440 Empire Avenue to fulfill 6.86 Affordable Unit Equivalents (5,484 square feet).

Staff finds that under the 03-2017 Housing Resolution, the Applicant's request for a 50,000-square-foot density increase triggers an additional 19.33 Affordable Unit Equivalent (AUE) obligation. To qualify for the three-unit-per-acre bonus density, the 110% total affordable housing requirement for the additional 50,000-square-foot density increase is 21.27 AUEs, or 19,134-square-feet of affordable housing. Staff recommends that if the Planning Commission approve the Applicant's request for an additional 50,000-square-foot density increase, the Commission request that the Applicant work with the Park City Affordable Housing Division to update the IHC Affordable Housing Mitigation Plan to show how this obligation will satisfactorily be met and that the Housing Mitigation Plan be updated prior to the issuance of any Conditional Use Permit.

Density Decrease for Summit County Affordable Housing Obligation

On June 4, 2015, the Park City Housing Authority approved an amended IHC Housing Mitigation Plan and approved locating Peace House—a non-profit organization that helps victims of domestic violence—on Lot 8. To meet certain affordable housing requirements, IHC leased Lot 8 to Peace House, for \$1 per year for 40 years. A portion of the Peace House facility

satisfies an affordable housing obligation for the Tanger Outlet Expansion through Summit County approvals. As a result, the Housing Authority requires that any future increase in density granted to the IHC Medical Campus must be reduced by 8,000 square feet (or by 10 Affordable Unit Equivalents).

If the Planning Commission grants the Applicant's request for an additional 50,000 square feet of support medical office space, the density increase for IHC Medical Campus must automatically be reduced by 8,000 square feet (or by 10 Affordable Unit Equivalents). Therefore, the total density that the Applicant may be granted by the Planning Commission pursuant to the current Pre-MPD amendment application is 50,000 square feet minus 8,000 square feet for a total of 42,000 square feet.

Under the Community Transition bonus density of three units per acre, the Applicant could potentially amend their Pre-MPD application to request an additional 56 UEs, or 56,000 square feet. When reduced by the 8,000 square feet obligation, the total density bonus would be 48,000 square feet (48 UEs). Staff recommends the Planning Commission discuss the Applicant's request to determine if the Applicant should apply for 56 UEs or 50 UEs, considering the 8,000-square-foot reduction.

The Water Service Agreement

Section 8 of the Annexation Agreement states that the agreed projected peak daily water demand for the Intermountain Healthcare Property is 101,528 gallons per day at full build out. The Annexation Agreement continues: "The City shall not be obligated to provide any water in excess of (A) the Intermountain Healthcare Peak Water Demand for the Intermountain Healthcare Property . . ." On May 6, 2008, IHC Health Services, Inc. entered into a Water Service Agreement with Park City. The Water Service Agreement caps the IHC projected peak water demand at 105,516 gallons per day for health care, medical support and related facilities on the Intermountain Healthcare Property. The Water Service Agreement contemplates potential development on Lots 1, 6, 7, and/or 8. The Park City Hospital is located on Lot 1. A 20,000-square-foot medical support office is proposed to be located on Lot 6. Physician's Holdings Medical Support Offices are located on Lot 7. The 37,600-square-foot Peace House is located on Lot 8.

Staff recommends the Applicant submit projected peak daily water demand for the current and projected water use on Lots 1, 6, 7, and 8 to determine if the 50,000-square-foot density request will trigger an amendment to the Water Service Agreement, to be reviewed by Public Utilities Water Division at the time of MPD application.

Architectural Design Guidelines

Staff recommends the Applicant establish Architectural Design Guidelines to demonstrate how future development and, if granted, the requested 50,000 square feet of additional density will achieve a built environment that is in harmony with the natural setting, and existing structures, materials, and height.

Conclusion

The Park City Medical Campus annexation included a total of 157 acres and is located in the Community Transition District Zone, which establishes a potential bonus density of three units per acre. The potential maximum density allowed on the Park City Medical Campus is 471 Unit Equivalents. The Annexation Agreement and IHC-MPD established a total build-out of 415 Unit Equivalents. Therefore, there are potentially 56 additional Unit Equivalents (for medical office support, this is 56,000 square feet) that the Planning Commission may grant for the Park City Medical Campus, subject to the Annexation Agreement, the IHC-MPD, the 2014 Park City General Plan, and the Land Management Code Master Planned Development and Community Transition provisions. Any density increase granted by the Planning Commission will automatically be reduced by 8,000 square feet as a result of the Applicant's affordable housing obligations achieved through Summit County approvals.

Notice

Courtesy notice was mailed to property owners within 300 feet on July 30, 2019. Notice was posted on 900 Round Valley Drive on July 30, 2019. Notice was posted in the *Park Record* on July 31, 2019.

Public Input

No public input was received prior to the issuance of this report.

Summary Recommendations

Staff recommends the Planning Commission discuss and provide input regarding the Pre-MPD Amendment application as outlined below and conduct a public hearing:

Recommended Discussion:

Open Space Site Analysis

To qualify for the density bonus of three units per acre, the Master Planned Development must provide eighty percent (80%) open space on the project Site. LMC 15-2.23-4(B).

Staff recommends that the Planning Commission request that the Applicant submit an open space analysis to delineate the 80% open space that is located within the IHC-MPD and to demonstrate how the 80% open space will be preserved and protected if the requested 50,000-square-foot density is granted.

Parking | Transportation Demand Management Plan | Potential Transit Hub

The Land Management Code requires five parking spaces per 1,000 square feet of leasable floor area for medical office and clinic parking. [LMC 15-3-6\(B\)](#). If the Planning Commission approves the Applicant's request for an additional 50,000 square feet for support medical office space, this could potentially require nearly 250 additional parking spaces. However, the Planning Commission has discretion to increase or decrease the required number of parking

spaces based upon a parking analysis submitted by the Applicant at the time of the MPD submittal. [LMC 15-6-5\(E\)](#).

The Applicant submitted a Park City Hospital Parking Study by Fehr and Peers (Exhibit G) that demonstrates parking for an additional 140,000 square feet of medical support use. The parking study recommends a separate parking lot with 75 parking spaces for the proposed 20,000-square-foot support medical office on Lot 6. The parking study proposes 98 additional parking spaces to the existing Park City Hospital parking lot on Lot 1.

Additionally, the study outlines Transportation Demand Management strategies to reduce vehicle parking, including a transit stop, vanpooling, an emergency ride home program for employees who use transit or vanpools, and bicycle end-of-trip facilities and parking with lockers and a repair stand to incentivize cycling to and from work. The study also suggests carpooling, providing real time information about transit and bike shares, and an electric bike share station.

Staff recommends that the Applicant submit a Transportation Demand Management plan at the time of MPD application to demonstrate how the Applicant proposes to decrease required parking through the strategies suggested in the Park City Hospital Parking Study. There may be opportunities to increase transit access on the Park City Medical Campus as more density on the site is constructed. As part of the Transportation Demand Management plan, the Applicant may consider working with the City to explore the possibility of locating a transit hub on site.

Overall, however, Park City Hospital has 162,200 square feet of hospital use remaining to be built. If Park City Hospital is granted an additional 50,000 square feet for support medical uses, the total future density at build-out will be 212,200-square feet. LMC 15-6-5(D) states that open space may not be utilized for Parking Areas. Staff recommends that the Applicant demonstrate how the required 80% open space will be maintained and how the 60% structured or tiered parking will be designed.

Affordable Housing

To qualify for the Community Transition District Zone density bonus, the Master Planned Development must provide an additional five percent (5%) Affordable Housing commitment beyond that required by the City's Affordable Housing Resolution in effect at the time of Application. This is in addition to that provided in Section 15-2.23-4(A)(8) [which requires an additional 5%]. The total affordable housing requirement is 110% of the base requirement.

On July 26, 2019, the City sent a Notice of Housing Authority Action to the Applicant outlining the amended Housing Mitigation Plan for the housing obligations resulting from the 2007 IHC/USSA/Burbidge Annexation Agreement. The Applicant owed 6.82 Affordable Unit Equivalents (5,456 square feet) and the Applicant is in the process of recording deed restrictions on nine units at 1440 Empire Avenue to fulfill 6.86 Affordable Unit Equivalents (5,484 square feet).

Staff finds that under the 03-2017 Housing Resolution, the Applicant's request for a 50,000-square-foot density increase triggers an additional 19.33 Affordable Unit Equivalent (AUE) obligation. To qualify for the three-unit-per-acre bonus density, the 110% total affordable

housing requirement for the additional 50,000-square-foot density increase is 21.27 AUEs, or 19,134-square-feet of affordable housing.

Staff recommends that if the Planning Commission approve the Applicant's request for an additional 50,000-square-foot density increase, the Commission request that the Applicant work with the Park City Affordable Housing Division to update the IHC Affordable Housing Mitigation Plan to show how this obligation will satisfactorily be met and that the Housing Mitigation Plan be updated prior to the issuance of any Conditional Use Permit.

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If the Planning Commission grants the Applicant's request for an additional 50,000 square feet of support medical office space, the density increase for IHC Medical Campus must automatically be reduced by 8,000 square feet (or by 10 Affordable Unit Equivalents. Therefore, the total density that the Applicant may be granted by the Planning Commission pursuant to the current Pre-MPD amendment application is 50,000 square feet minus 8,000 square feet for a total of 42,000 square feet.

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Staff recommends the Planning Commission discuss the Applicant's request to determine if the Applicant should apply for 56 UEs or 50 UEs, considering the automatic 8,000-square-foot reduction in density.

The Water Service Agreement

Section 8 of the Annexation Agreement states that the agreed projected peak daily water demand for the Intermountain Healthcare Property is 101,528 gallons per day at full build out. The Annexation Agreement continues: "The City shall not be obligated to provide any water in excess of (A) the Intermountain Healthcare Peak Water Demand for the Intermountain Healthcare Property . . ." On May 6, 2008, IHC Health Services, Inc. entered into a Water Service Agreement with Park City. The Water Service Agreement caps the IHC projected peak water demand at 105,516 gallons per day for health care, medical support and related facilities on the Intermountain Healthcare Property. The Water Service Agreement contemplates

potential development on Lots 1, 6, 7, and/or 8. The Park City Hospital is located on Lot 1. A 20,000-square-foot medical support office is proposed to be located on Lot 6. Physician's Holdings Medical Support Offices are located on Lot 7. The 37,600-square-foot Peace House is located on Lot 8.

Staff recommends the Applicant submit projected peak daily water demand for the current and projected water use on Lots 1, 6, 7, and 8 to determine if the 50,000-square-foot density request will trigger a need for greater projected peak water demand, to be reviewed by Public Utilities Water Division at the time of MPD application.

Architectural Design Guidelines

Staff recommends the Applicant establish Architectural Design Guidelines to demonstrate how future development and, if granted, the requested 50,000 square feet of additional density will achieve a built environment that is in harmony with the natural setting, and existing structures, materials, and height.

EXHIBIT A – Annexation Agreement

EXHIBIT B – IHC-MPD

EXHIBIT C – Plats

EXHIBIT D – Applicant's Statement

EXHIBIT E – Intermountain Healthcare Proposed Park City Hospital Campus Master Plan

EXHIBIT F – Fehr and Peers Park City Hospital Traffic Study

EXHIBIT G – Fehr and Peers Park City Hospital Parking Study

EXHIBIT H – Declaration and Grant of Trail Easement

EXHIBIT I – Notice of Housing Authority Action Letter

EXHIBIT A – Annexation Agreement

When recorded, please return to:

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

and to:

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

and to:

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

and to:

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

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 0.00 BY PARK CITY MUNICIPAL CORPORATION



ANNEXATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

¹ The Water Cost was calculated by the City, as shown on attached Exhibit "G."
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upon the peak water demand figures submitted to the City by Intermountain Healthcare and the USSA, at the City's request, the City calculated and hereby confirms that, the number of ERUs respectively, is equivalent to 63.455 ERUs and 5.47 ERUs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signature pages follow]

PARK CITY MUNICIPAL CORPORATION

By: Dana Williams
Dana Williams, Mayor

DATED this 1st day of January, 2007.

ATTEST: City Clerk

By: Janet Scott
Janet Scott, City Recorder

DATED this 1st day of January, 2007.

APPROVED AS TO FORM:

Mark Harrington
Mark Harrington, City Attorney

DATED this 1st day of January, 2007.

PETITIONER:

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

Vaughn Burbidge
By: Vaughn Burbidge
Title: Manager

DATED this 1 day of January, 2007.

David Burbidge
By: David Burbidge
Title: Manager

DATED this 1 day of January, 2007.



ACKNOWLEDGEMENT AND CONSENT TO AGREEMENT

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

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

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

DATED this 27 day of November, 2006

ACKNOWLEDGEMENT, CONSENT AND JOINDER TO AGREEMENT

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

UNITED STATES SKI AND SNOWBOARD ASSOCIATION, a Utah nonprofit organization

By: _____
Name: _____
Title: _____

DATED this ____ day of _____, 2006

Exhibits:

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

ACKNOWLEDGEMENT AND CONSENT TO AGREEMENT

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

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: _____
Name: _____
Title: _____

DATED this ____ day of _____, 2006

ACKNOWLEDGEMENT, CONSENT AND JOINDER TO AGREEMENT

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

UNITED STATES SKI AND SNOWBOARD ASSOCIATION, a Utah nonprofit organization

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

DATED this 22 day of November, 2006

Exhibits:

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

Exhibit A
(Findings and Conditions)

Intermountain Healthcare/USSA/Burbs Annexation Agreement

Findings/Annexation Agreement Points⁴

1. Burbs, L.L.C. (the "Petitioner"), IHC Health Services, Inc. ("Intermountain Healthcare"), and the United States Ski and Snowboard Association ("USSA") filed an Annexation Petition on November 3, 2004.
2. The City Council of Park City Municipal Corporation (the "City Council") accepted the Annexation Petition on November 18, 2004.
3. The City Council established the Intermountain Healthcare/USSA/Petitioner Annexation Task Force on July 14, 2005 (Resolution No. 21-05) for purposes of formulating specific recommendations relating to the annexation's proposed zoning, land uses, affordable housing, transportation, and community economics/fiscal impacts.
4. On October 27, 2005, the Task Force forwarded a unanimous positive recommendation to the Planning Commission on a new zoning district to apply to the annexation area, the Community Transition District - Master Planned Development ("CT-MPD"), which includes specific provisions addressing affordable housing.
5. On November 10, 2005, the Task Force forwarded a unanimous positive recommendation to the Planning Commission on the economic impact/fiscal analysis relating to the Annexation.
6. On December 8, 2005, the Task Force forwarded a unanimous positive recommendation to the Planning Commission on traffic and transportation impacts and mitigation.
7. The Property subject to the Annexation Petition (the "Annexation Property") is currently vacant, 157 acres in size, and located in unincorporated Summit County, Utah, at the northwest corner of the State Road 248/Highway 40 interchange.
8. The Annexation Property currently is zoned in Summit County Developable Lands (DL), with a base density of 1 unit/20 acres and 1 unit/40 acres (depending on the extent of any environmentally sensitive lands, which need to be managed or preserved in compliance with any applicable laws, rules and regulations, including without limitation the City's Sensitive Lands Overlay code.
9. The Annexation Property is to be zoned, as shown on the attached Annexation Plat, Community Transition District-Master Planned Development ("CT-MPD"). The CT-MPD has a base density of 1 unit/20 acres. The Community Transition District permits density bonuses up to a maximum of 3 units/acre provided specific standards are met relating to open space, Frontage Protection Zone (FPZ) setbacks, parking, affordable housing, and public land/facilities.
10. The land uses proposed on the Annexation Property include a community hospital/medical facility; support medical offices; public/quasi-public and institutional uses; United States Ski and Snowboard (USSA) headquarters and sports training complex; public recreation uses; affordable/employee housing; and open space.
11. The MPD shall substantially comply with the Annexation Plat. The proposed total density at build-out for the Annexation area is 535,000 square feet (gross), equates to 2.64 units/acre and consists of the following:

<u>Intermountain Healthcare Hospital:</u>	<u>300,000 square feet (180 Unit Equivalents)</u>
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⁴ Except as otherwise defined herein, capitalized terms shall be as defined in the Annexation Agreement.

United States Ski and Snowboard Offices
and Training Center:

85,000 square feet (85 Unit Equivalents)

Support Medical Office:

150,000 square feet (150 Unit Equivalents)

12. The City has agreed that up to 50,000 square feet of the total Support Medical Office area may be developed within, and in addition to, the 300,000 square foot hospital. The City identified a public policy preference that up to 50,000 square feet of the Support Medical Office area should primarily be utilized for public/quasi-public and other institutional uses reasonably related to the Support Medical Office area, including without limitation, athletic national governing body offices, non-profit community wellness facilities, and/or education uses. A specific allocation of such uses shall be determined and agreed to by the Petitioner (or its assigns) and the City as part of the MPD review and approval process.

13. The Petitioner has previously notified the United States Ski and Snowboard Association (USSA) that the Petitioner desires to donate five (5) acres of the Property (the "USSA Property") to USSA for the purposes of developing an 85,000 square foot athletic national governing body (NGB) and training complex. Land uses within the USSA Property are limited to USSA administrative, athlete training, and/or other national governing body uses, with deed restrictions to that effect to be recorded against such property. Subject to any such deed restrictions, the City shall have the right of first refusal to purchase the USSA Property and facilities in the event that, as an authorized assignee of the Petitioner, USSA sells and/or relocates from such property. In addition to the deed restrictions, any change of use will require approval of an amended Master Planned Development and Conditional Use Permit. Further, any uses other than athletic national governing body office/training facilities, public/quasi-public, institutional, and/or recreation uses will require employee/affordable housing mitigation conforming to the Affordable Housing Guidelines and Standards Resolution in effect at the time of application.

14. The Property is subject to the Employee/Affordable Housing requirements of the Affordable Housing Guidelines and Standards Resolution 17-99, as amended. The base employee/affordable housing requirement for development associated with the Intermountain Healthcare hospital (300,000 square feet) is 44.78 Affordable Unit Equivalents. The base employee/affordable housing requirement for development associated with USSA (85,000 square feet) is 10.71 Affordable Unit Equivalents. The base employee/affordable housing requirement for development associated with the Support Medical Office (150,000 square feet) is 34.98 Affordable Unit Equivalents. The total Affordable Unit Equivalents required for the Property is 90.47. Intermountain Healthcare, as an authorized assignee of the Petitioner, shall be entitled to, and has received, a reduction of 27.49 Affordable Unit Equivalents for the hospital portion of the development of the Intermountain Healthcare Property, in recognition of the non-commercial, non-residential nature of the hospital portion of the development. One Affordable Unit Equivalent equals 800 square feet.

15. The City agrees that a deferral of the required 10.71 Affordable Unit Equivalents of employee/affordable housing for the USSA Property will be granted to USSA in consideration of, as previously agreed to by the Petitioner, the donation by the Petitioner of five (5) acres of the Property to USSA, as a community-based nonprofit organization, upon which USSA intends to construct its facilities. This deferral is contingent upon the continued ownership and occupancy of the facility by USSA or another community-based nonprofit organization approved by the City. Any change in use to a non-community-based nonprofit organization may require USSA to meet the deferred employee/affordable housing requirements. In addition, any change in use or redevelopment of the USSA Property that creates additional presumed "employee generation" on the USSA Property (as contemplated under the Affordable Housing Guidelines and Resolution 10-06) may require an employee/affordable housing contribution to address that increment of presumed employee generation.

16. The City agrees that the 44.78 Affordable Unit Equivalent requirement associated with the Intermountain Healthcare hospital (300,000 square feet) shall be satisfied by, as previously agreed to by the Petitioner, the donation by the Petitioner of a five (5) acre parcel of the Property to the City and the other terms and conditions of Section 11 of the Annexation Agreement, in any case, shall conform to the Affordable Housing Guidelines and Standards Resolution 17-99, as amended. Further, with the City's approval, as part of the MPD review process or otherwise, additional Affordable Unit Equivalents may be included in the five (5) acre parcel and shall be applied toward the 34.98 Affordable Unit Equivalents associated with the Support Medical Office.

17. In addition to the five (5) acre donation referenced in Section 11 of the Annexation Agreement and Section 16 herein above, the Petitioner has previously notified the City that the Petitioner desires to and will donate a separate, additional fifteen (15) acres of the Annexation Property to the City for public recreation and open spaces purposes (the "City Recreation/Open Space Parcel").

18. On December 8, 2005, the Task Force forwarded a unanimous recommendation to the Planning Commission on traffic and transportation mitigation. The Task Force recommendation is based, in part, on an access study provided by the Petitioner's traffic consultants--Horrocks Engineers (dated November 6, 2005) and additional analysis prepared by the City consultant, Rosenthal and Associates (dated November 7, 2005). It was the Task Force recommendation that it is reasonable for all developers within the City Annexation boundary to pay for or otherwise offset their share of costs (to the City) of all roadway and other necessary traffic mitigation improvements. The Task Force determined that the proposed medical campus, offices, and athletic training complex require access to SR248 intersection improvements. The current design and anticipated traffic generation from the City recreation and ice rink complex does not warrant a signalized intersection.

19. Except as otherwise specified in the Annexation Agreement, the Petitioner (or, as specified in connection with any such assignment, its assigns) will be responsible for providing all necessary access to the property from SR 248 and all necessary intersection improvements including, but not limited to, one (1) signalized intersection at SR 248. The Petitioner (or, as specified in connection with any such assignment, its assigns) will be responsible for all coordination and costs associated with providing access to the Property, other than land acquisition costs for the Main Access Roadway and Secondary Access Easement (the "Roadway Access Costs"), as required in the Subdivision Chapter of the LMC Sections 15-7.2 & 15-7.3, including the Traffic Mitigation Measures, all of which shall be determined and agreed to as part of the MPD review and approval process. The total cost of the Traffic Mitigation Measures shall not exceed TEN MILLION AND NO/100 DOLLARS (\$10,000,000) and the Petitioner's (or, as specified in connection with any such assignment, its assigns) proportionate share shall be between eleven percent (11%) and twenty-one percent (21%). To the extent the Property is adjacent to a frontage road to Silver Summit, the Petitioner (or, as specified in connection with any such assignment, its assigns) shall cooperate with the City in the dedication of a nonexclusive right-of-way over and across the Property to access such frontage road.

20. The Petitioner (or, as specified in connection with any such assignment, its assigns) will proportionally share in the cost for future necessary road improvements to SR 248, as and to the extent specified and agreed by the Petitioner or any affected parties from time to time. In addition to the cost of any Traffic Mitigation Measures, the City agrees to apply the costs associated with installing the traffic signal at the future Annexation Property access/SR 248 intersection towards the proportional share of future overall SR 248 improvements.

21. The Petitioner (or, as specified in connection with any such assignment, its assigns), in addition to the other reimbursement, credit or contribution rights, reserves the right to develop a latecomers agreement or take or cause to be taken such other actions as may be necessary or appropriate to recover and/or ensure reimbursement for any costs incurred by in connection with the Traffic Mitigation Measures, the Main Access Roadway, the Secondary Access Easement, the Roadway Access Costs, as well as the cost of any

water impact fees and any water connection fees, and, further (as confirmed by the City's execution of the Annexation Agreement), any obligation of the Petitioner (or, as specified in connection with any such assignment, its assigns) in this regard shall be subject thereto.

22. The City has agreed to consider other potential cost-sharing traffic and transportation mitigation strategies which may include, but are not limited to the development of additional employee/affordable housing linked to the community transit system; physical improvements such as, but not limited to a transit hub, park and ride lot, and van/shuttle programs; and/or employee traffic/transit programs, adjusted shift times and ridesharing incentives, without any obligation, cost or otherwise, to the Petitioner (or its assigns).

23. The Petitioner, Intermountain Healthcare, USSA, and the City have agreed that, as contemplated hereunder, final approval of detailed traffic and transportation mitigation and any cost sharing for road/highway improvements shall be agreed to by the affected parties and approved through a technical report approved by the Planning Commission and the City Council as a part of the MPD review and approval process.

24. The Planning Commission held a public hearing on the Annexation Agreement on May 10, 2006.

25. The City, the Petitioner and any affected parties, including Intermountain Healthcare and USSA, shall and hereby acknowledge and agree that, except as may be otherwise specified in the Annexation Agreement with respect to the Annexation, the vested uses, densities, intensities, and general configuration of development approved in the Annexation, the Annexation Agreement and these Findings and Conditions, the Water Rights, the Main Access Roadway and the Secondary Access Easement, the Annexation, the Annexation Agreement and the obligations of the Petitioner (and its successors or assigns) hereunder are subject to, all as acceptable to the parties in their respective, reasonable discretion, confirmation, determination and agreement of the parties with respect to the Final MPD and Subdivision Plat; any necessary Development Agreements for each parcel of the Property; Construction Mitigation; Landscaping Plans; Lighting; and Related Access, Development and Use Matters.

Exhibit B
(Copy of Annexation Plat)

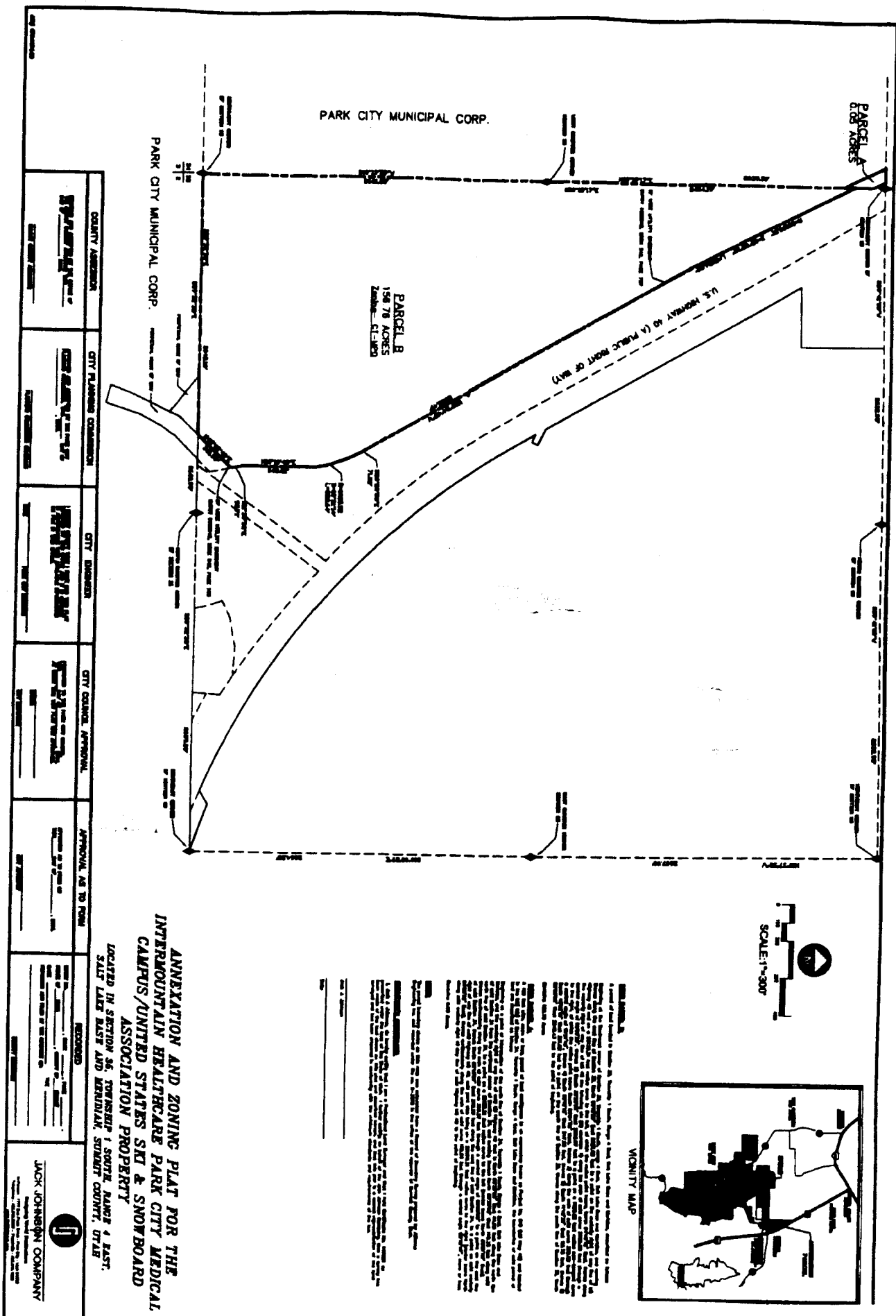


Exhibit B - Annexation Map

C

Exhibit C

(Legal Description of the Property)

Property located in Summit County, Utah, particularly described as follows:

PARCEL NO. 1:

A parcel of land located in Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian, described as follows:

BEGINNING at the Southwest Corner of Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence along the West line of Section 35 North $00^{\circ}13'59''$ East 5086.08 feet to a point on the Westerly Right of Way line of US Highway 40 and on a 23138.31 foot radius curve to the left, of which the radius point bears North $64^{\circ}40'12''$ East; thence along the Westerly Right of Way line of US 40 the following six (6) courses: 1) along the arc of said curve 2055.08 feet through a central angle of $05^{\circ}05'20''$; thence 2) South $30^{\circ}25'08''$ East 2393.67 feet to a point on a 1025.92 foot radius non-tangent curve to the right, of which the radius point bears South $63^{\circ}24'52''$ West; thence 3) along the arc of said curve 328.80 feet through a central angle of $18^{\circ}21'46''$; thence 4) South $00^{\circ}10'18''$ West 547.99 feet; thence 5) South $11^{\circ}42'39''$ East 93.75 feet; thence 6) South $45^{\circ}02'16''$ West 361.62 feet to a point on the South line of Section 35; thence along the South line of Section 35 North $89^{\circ}53'00''$ West 2048.43 feet to the point of beginning.

PARCEL NO. 2:

PARCEL A:

A 100 foot wide, more or less, parcel of land contiguous to an expressway known as Project No. 019 (U.S. Hwy-40) and located in the NE1/4NE1/4 of Section 34, Township 1 South, Range 4 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

BEGINNING at a point of intersection of the North line of Section 34, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and the Westerly Right of Way line of said Highway U.S. 40 that is North $89^{\circ}39'00''$ West 44.88 feet along the North line of said Section 34 from the Northeast Corner of said Section 34; and running thence North $89^{\circ}39'00''$ West 110.38 feet along said North line of said Section 34 to a point on a 23178.31 foot radius curve to the left (center bears North $65^{\circ}21'40''$ East); thence Southeasterly along the arc of said curve 363.27 feet through a central angle of $00^{\circ}53'53''$ to a point on the East line of said Section 34; thence North $00^{\circ}13'57''$ East 232.20 feet along said East line of said Section 34 to point on said Westerly Right of Way line of said Highway U.S. 40, said point also being on a 23078.31 foot radius curve to the right (center bears North $64^{\circ}58'56''$ East); thence Northwesterly along the arc of said curve 105.96 feet through a central angle $00^{\circ}15'47''$, more or less, along said Westerly Right of Way line of said Highway U.S. 40 to point of beginning.

Tax Parcel No. SS-65-A-4

PARCEL B:

A perpetual Easement and Right of Way being described as follows:

BEGINNING at a point of intersection of the North line of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and the Northwestern Right of Way line of Highway U 248 and running thence South 45°02'17" West 202.91 feet, more or less; thence South 25°41'05" West 82.60 feet, more or less; thence North 53°00'00" West 361.94 feet, more or less, to a point on said North line of Section 2; thence East 468.43 feet, more or less, along said North line to the point of beginning.

Tax Parcel No. SS-65-A-4

PARCEL C:

A perpetual Easement and Right of Way being described as follows:

BEGINNING in the North line of said Section 2 at a point 2048.43 feet South 89°53'00" East from the Northwest Corner of said Section 2; thence South 45°02'17" West 202.91 feet to a point 80 feet radially distant Northwesternly from the center line of said access road known as "H" Line at Engineer Station 34+55.84; thence South 25°41'05" West 382.42 feet; thence South 21°43'39" West 203.44 feet; thence South 75°00'00" East 146.13 feet; thence North 17°42'46" East 274.91 feet; thence North 28°04'06" East 200 feet; thence North 37°37'06" East 115.81 feet; thence North 42°52'13" East 57.93 feet; thence North 46°13'24" East 205.10 feet to said North line; thence West (North 89°53'00" West Highway bearing) 192.46 feet along said North line to the point of beginning.

Tax Parcel No. SS-65-A-4

D

Exhibit D
(Copy of MPD Application)

PARK CITY**Park City Municipal Corporation**

445 Marsac Avenue • PO Box 1480 • Park City UT 84060 • (435) 615-5060 • (435) 615-4906-fax • www.parkcity.org

MASTER PLANNED DEVELOPMENT

PLANNING COMMISSION

Approved _____

Denied _____

APPLICATION # _____

RECEIPT # _____

DATE RECEIVED _____

I. PROJECT INFORMATIONName: IHC Summit Community Medical CampusAddress/Location: Quinn's Junction, Northwest Corner of the Intersection of State Highway 248 and US 40Legal Description: Tax ID Please see Sheets S1 & S2/SS-65-A-4Subdivision & Lot #, or Survey, Lot & Block # **II. APPLICANT**Please check one of the following: owner ☒ optionee ☐ buyer ☐ agent ☐ otherName: IHC Hospitals, Inc.Mailing Address: 36 South State Street
Salt Lake City, UT 84111Phone #: (435)657-4370 Fax #: (435)654-2576 E-mail hvrprobs@ihc.com

If you have any questions regarding the requirements on this application please contact a member of the Park City Planning staff (435) 615-5060.

III. SUBMITTAL REQUIREMENTS:

1. Completed and signed application form
2. Review fees – see **Fee Schedule** in Planning Department
3. Two (2) complete sets of all plans including an area map, with the project location, existing vegetation, service providers identified and a slope analysis.
4. One (1) set of reduced plans (8½" x 11")
5. Current Title Report (not older than 30 days)
6. Copies of any previous agreements between the City and the property owners or between the property owners and a third party.
7. *The applicant should be aware that there may be a request to provide presentation material for Planning Commission meetings. The presentation material may, or may not, include the following:*
 - 20" x 30" presentation boards
 - elevations and/or perspectives
 - location map
 - 8½" x 11" overheads of materials outlined above
 - view analysis
 - massing models
 - photographs/graphic illustrations
8. Stamped, addressed envelopes for property owners within 300 feet.
 - a. Envelopes (addressed to property owners as described above) with mailing labels and stamps affixed (we do not accept metered envelopes). Please do not include a return address on the envelope.
 - b. List of property owners, names and addresses as described above. The distance is measured from the property line, not the location of the request. Please provide the Summit County Assessor's Parcel Number for each property owner if possible

Sample Envelope

No return address	#/#
JOHN DOE PO BOX 2002 PARK CITY UT 84060	

IV. MASTER PLANNED DEVELOPMENT FACT SHEET

PROJECT DESCRIPTION

1. On a separate sheet of paper, give a general description of the proposal and attach it to the application. Provide a written statement describing the request and any other information pertaining to the proposed project.
2. Existing Zoning DL in Summit County; CC/MPD when annexed into City
3. Is project within Sensitive Lands Overlay Zone? ☒ yes ☐ no
4. Current use of property: Vacant Land
5. Total project area: 52 acres 2,265,120 square feet
6. Number of unit equivalents: allowed 450 proposed 450 (inclusive of common areas)
(See Title 15, LMC, Master Planned Development, Chapter 6)
7. Number and configuration of residential units
Existing 0 Proposed 0
8. Commercial area: 450,000 (gross floor area)
Unknown at this time (net leasable area)
9. Type(s) of business activity: Hospital, General; Medical Clinic; Support Commercial
10. Number of parking spaces required: proposed (to be determined)
(see Title 15 LMC, Off-Street Parking, Chapter 3)
11. Project accessed by (check one)
☒ public road ☐ private road ☐ private driveway
12. Ownership type (check one)
☒ owner occupied ☐ lease ☐ nightly rental
13. Water service availability: (check one)
☐ existing ☒ requires extension of city service
14. Is this project part of an existing approval (MPD, subdivision, etc.)?
☐ yes ☒ no
15. Are there any previous agreements between the City and property owners or between the property owners and a third party?
☒ yes ☐ no Burbs, LLC with HUC Hospitals, Inc.

V. ACKNOWLEDGMENT OF RESPONSIBILITY

This is to certify that I am making an application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am a party whom the City should contact regarding any matter pertaining to this application.

I have read and understood the instructions supplied by Park City for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I understand that my application is not deemed complete until a Project Planner has reviewed the application and has notified me that it has been deemed complete.

I will keep myself informed of the deadlines for submission of material and the progress of this application. I understand that a staff report will be made available for my review the week prior to any public hearings or public meetings. This report will be on file and available at the Planning Department in the Marsac Building.

I further understand that additional fees may be charged for the City's review of the proposal. Any additional analysis required would be processed through the City's consultants with an estimate of time/expense provided prior to an authorization with the study.

Signature of Applicant: *David H. Hines*Name of Applicant (please print) LHC Hospitals, Inc.Mailing Address 36 South State Street, SLC, UT 84111Phone (435) 657-4370Fax (435) 654-2576E-mail hvcprobs@lhc.comType of Application Master Planned Development**AFFIRMATION OF SUFFICIENT INTEREST**

I hereby affirm that I am the fee title owner of the below described property or that I have written authorization from the owner to pursue the described action.

Name of Applicant (please print) BURAS LLCMailing Address P.O. Box 65571, SLC, UT 84165

Street Address/Legal Description of Subject Property:

See Sheets S1 & S2Signature *[Signature]*Date November 1, 2004

1. If you are not the fee owner, attach another copy of this form that has been completed by the fee owner, or a copy of your authorization to pursue this action.

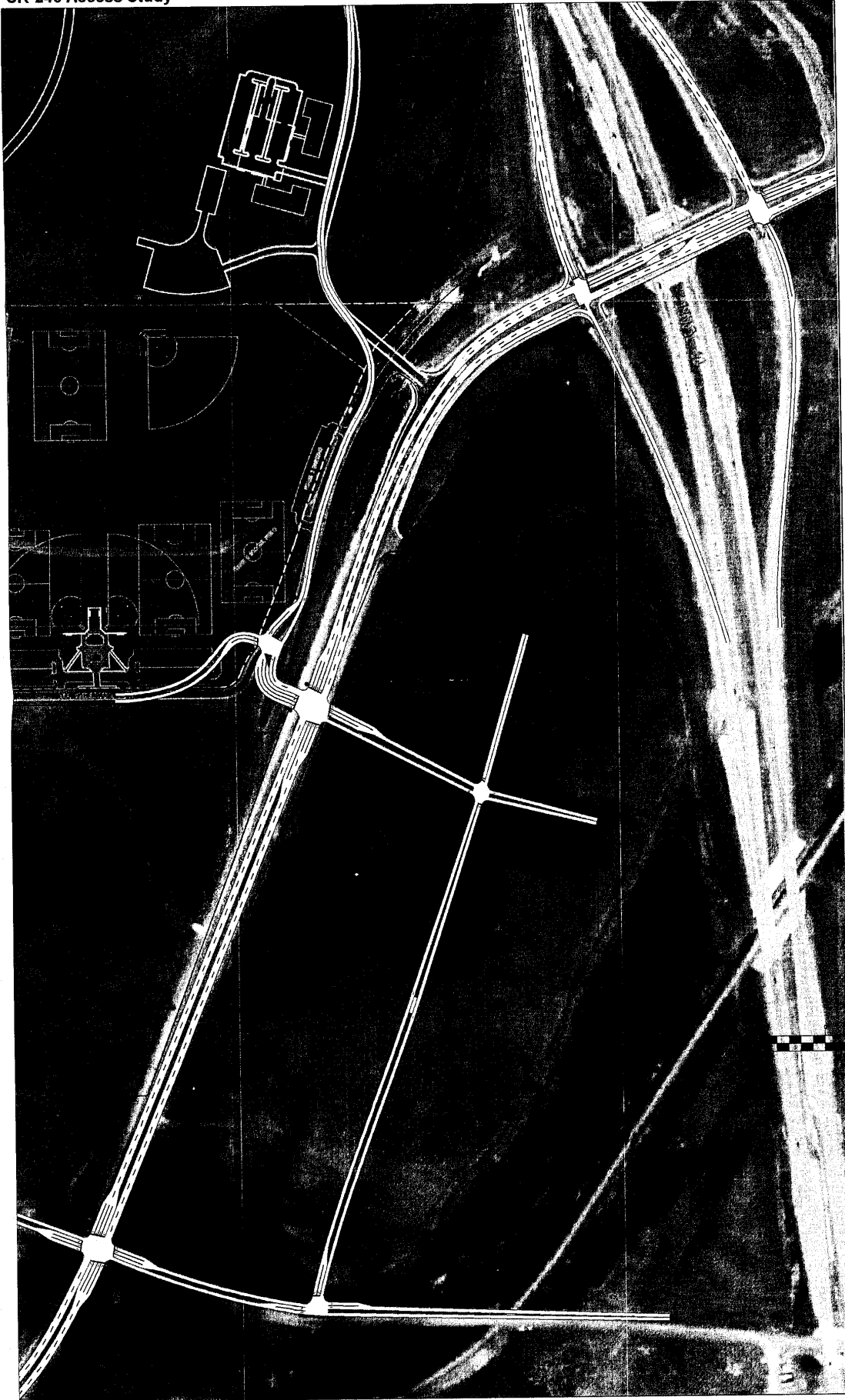
2. If a corporation is fee titleholder, attach copy of the resolution of the Board of Directors authorizing this action.

3. If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership.

Please Note: This affirmation is not submitted in lieu of sufficient title evidence. You will be required to submit a title opinion, certificate of title, or title insurance policy showing your interest in the property prior to final action.

E

Exhibit E
(Road Design Plans)



F

Exhibit F
(Form, Terms and Amount of Financial Guarantee)

IVORY HOMES

978 East Woodoak Lane, Salt Lake City, Utah 84117; phone (801) 747-7000; fax (801) 747-7090

November 27, 2006

Via First Class Mail

Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

RE: Park City Affordable Housing Bond

To Whom It May Concern:

Ivory Homes, Ltd. will cause a performance bond to be issued for the affordable housing requirement under the Annexation Agreement in the amount of \$626,920.00 by Wells Fargo Bank. The performance bond will be issued in conjunction with the Annexation Agreement becoming affective and not later than the closing of the Real Estate Acquisition Agreement between Petitioner and IHC Health Services, Inc.

Sincerely,



Glenn Girsberger

cc: David Burbidge
Richard Burbidge
Vaughn Burbidge
Chris Gamvroulas
Clark Ivory
Dave Wolfgramm

G

Exhibit G
(Water Cost Calculations)

October 12, 2006 IHC Water Cost Calculation

The idea is that PCMC would agree to provide culinary water to IHC from PCMC's existing sources. PCMC would charge a total water impact fee based on PCMC's cost to replace that water with Weber Basin Water Conservancy District (WBWCD) water to be delivered through the Snyderville Importation Project and treated by PCMC.

The total water impact fee would be \$16,000 per ERU, calculated as follows (numbers are based on engineer's estimates and rounded up):

Total Capital Costs for the pipeline project:	\$14,743,000
<u>59 acre feet IHC Demand</u>	
2,500 acre feet total project	2.36% of total project size
2.36% X Total Capital Cost of \$14,743,000	\$347,935
WBWCD Share Cost (assumes \$150/share X 59 ac ft X 3% annual increase over 50 year project life)	\$227,708
Added to IHC's capital cost contribution of \$347,935	\$575,643
Water Treatment Cost (Assuming 3,000 gpm (4.3M gpd) capacity; and excluding land acquisition costs)	\$8,000,000
<u>IHC Peak Day Demand of 101,528 gpd</u>	2.36%
Total Treatment Capacity of 4.3M gpd	
2.36% X Water Treatment Cost	\$188,800
Added to IHC's capital cost contribution and WBWCD Share Cost	\$764,443
<u>\$764,443</u>	
IHC's Demand of 63.455 ERU's*** (Equals the Water Development Impact Fee)	\$12,049
Add Water Connection Impact Fee	\$3834
Total Water Impact Fee per ERU	\$15,883
*** ERU's were determined by dividing IHC's Peak Day Demand of 101,528 gpd by 1,600 gpd, which is the amount of water provided per ERU.	

EXHIBIT B – IHC-Master Planned Development Agreement

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

ENTRY NO. 01086017

02/05/2018 10:30:33 AM B: 2448 P: 1491

Agreement PAGE 1/83

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER
FEE 0.00 BY PARK CITY MUNICIPAL CORP



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

IHC Health Services, Inc. CA JVK
This Development Agreement is entered into as of this 22 day of DEC, 2017,
by and between ~~IHC Hospital, Inc.~~ ("Developer") as the owner and developer of certain real
property located in Park City, Summit County, Utah, on which Developer proposes the
development of a project known as the Intermountain Healthcare (IHC) Master Planned
Development, including other property owners identified below, and Park City Municipal
Corporation, a municipality and political subdivision of the State of Utah ("Park City"), by and
through its City Council. *Applies to #1HPCMC-1-2AM, #1HPCMC-2-2AM and*
#1HPCMC-(4 to 10)-2AM (Parcel Numbers of the Subdivision Plat). KAN

RECITALS

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

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

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

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

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

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

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

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

1. **Property**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Successors and Assigns.

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

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

5. General Terms and Conditions.

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

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

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

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

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

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

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

6. **Phasing.**

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

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

7. **Water.**

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

8. **Affordable Housing.**

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

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

9. **Physical Mine Hazards.**

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

10. **Historic Structures.**

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

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

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

12. **Ratification of Development Agreement.**

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

13. **Notices.**

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

To Developers:

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

To Park City:

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

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

15. **List of Attachments.**

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

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

PARK CITY MUNICIPAL CORPORATION:

By: Jack Thomas
Jack Thomas, Mayor

ATTEST:

By: Michelle Kellogg
Michelle Kellogg, City Recorder



APPROVED AS TO FORM:

Polly Samuels McLean
Polly Samuels McLean, Assistant City Attorney

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

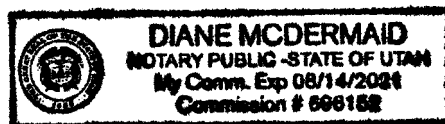
IHC Health Services, Inc. Utah
36 South State Street, 23rd Floor
Salt Lake City, UT 84111

By: Clay Ashdown

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

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

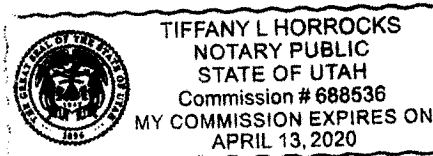
Diane McDermaid
Notary Public



Physicians Holding Inc.
2984 Estates Drive
Park City, Utah 84060

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

Notary Public



Park City Municipal Corporation
PO Box 1480
Park City, Utah 84060

STATE OF UTAH)
COUNTY OF SUMMIT)
: ss

Notary Public



April 28, 2017

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

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

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

Contains: 152.243 Acres

IHC Master Planned Development

Attachment 2 MPD Map

Legend

- Road Edges
- City Limits
- Parcels
- Streets



ATTACHMENT 2

IHC Annexation and Master Planned Development Density Summary

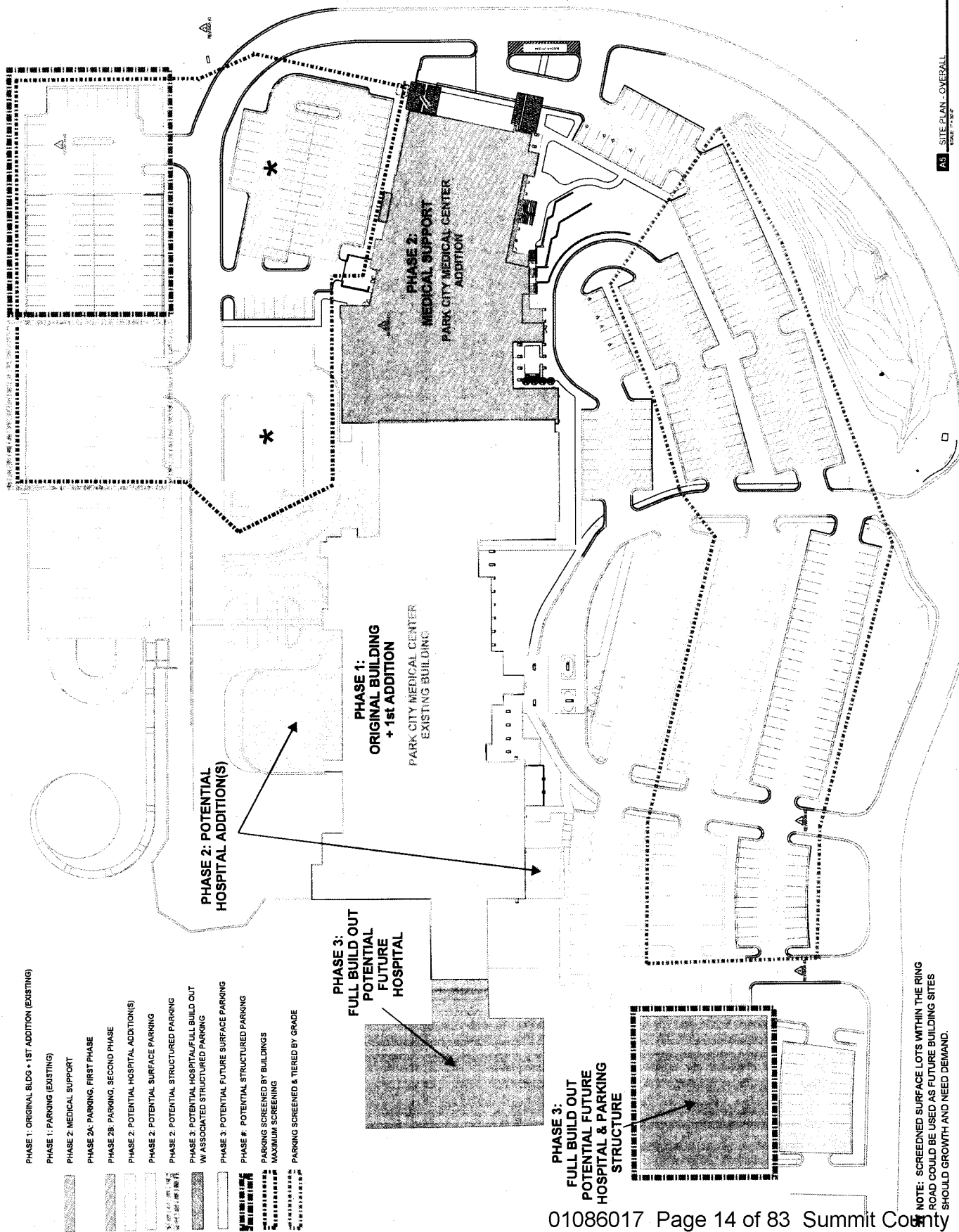
Density of IHC Annexation/MPD	Approved per Annexation/MPD and 1 st MPD Amendment	Approved per 2 nd MPD Amendment	Built or under construction	Remaining to be built (as of 7/17)
Hospital Uses On Lot 1	300,000 square feet (SF) (180 unit equivalent (UE))*	No change in Hospital uses or UE.	137,800 SF (82.68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

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

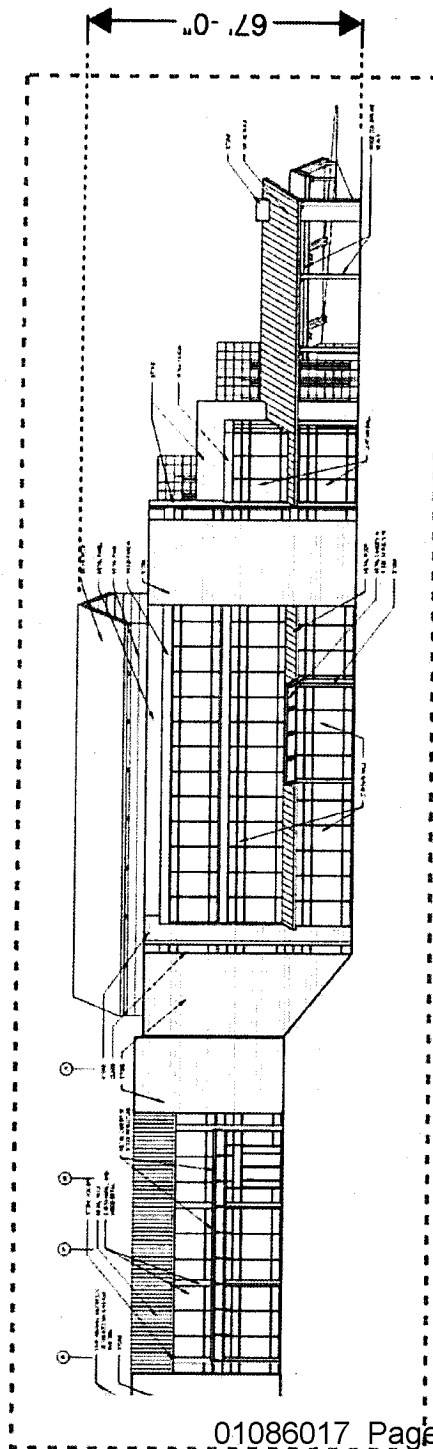
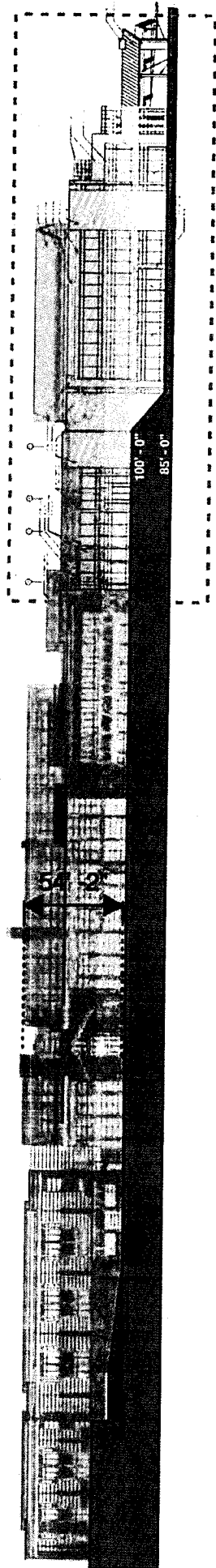
**1 UE= 1,000 sf of Support Medical Office Use.

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

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

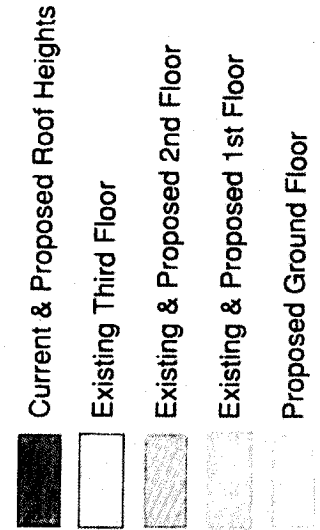


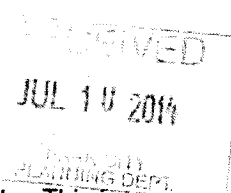
INTERMOUNTAIN PKMC HOSPITAL EXPANSION MASTER PLAN AMENDMENT - HEIGHT EXCEPTION



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

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





The current project budget does NOT allow for any additional sub-grade expansion for storage. However, if Intermountain is able to fund additional storage, they would need P&Z approval to allow this unoccupied space to not count against the 82,000 sqft cap. While approximately 3200 sqft of potential storage is shown as possible, it is likely that actual square footage would be a lesser number and would be dependent upon contractor-provided costs per square foot as well as Intermountain budget approval.

When recorded, please return to:

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

and to:

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

and to:

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

and to:

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

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

ANNEXATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signature pages follow]

PARK CITY MUNICIPAL CORPORATION

By: Dana Williams
Dana Williams, Mayor

DATED this 1st day of January, 2007

ATTEST: City Clerk

By: Janet Scott
Janet Scott, City Recorder

DATED this 1st day of January, 2007

APPROVED AS TO FORM:

Mark Harrington
Mark Harrington, City Attorney

DATED this 1st day of January, 2007

PETITIONER:

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

Vaughn Burbidge
By: Vaughn Burbidge
Title: Manager

DATED this 1 day of January, 2007

David Burbidge
By: David Burbidge
Title: Manager

DATED this 1 day of January, 2007



ACKNOWLEDGEMENT AND CONSENT TO AGREEMENT

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

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

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

DATED this 27 day of November, 2006

ACKNOWLEDGEMENT, CONSENT AND JOINDER TO AGREEMENT

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

UNITED STATES SKI AND SNOWBOARD ASSOCIATION, a Utah nonprofit organization

By: _____
Name: _____
Title: _____

DATED this ____ day of _____, 2006

Exhibits:

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

ACKNOWLEDGEMENT AND CONSENT TO AGREEMENT

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

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: _____
Name: _____
Title: _____

DATED this ____ day of _____, 2006

ACKNOWLEDGEMENT, CONSENT AND JOINDER TO AGREEMENT

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

UNITED STATES SKI AND SNOWBOARD ASSOCIATION, a Utah nonprofit organization

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

DATED this 22 day of November, 2006

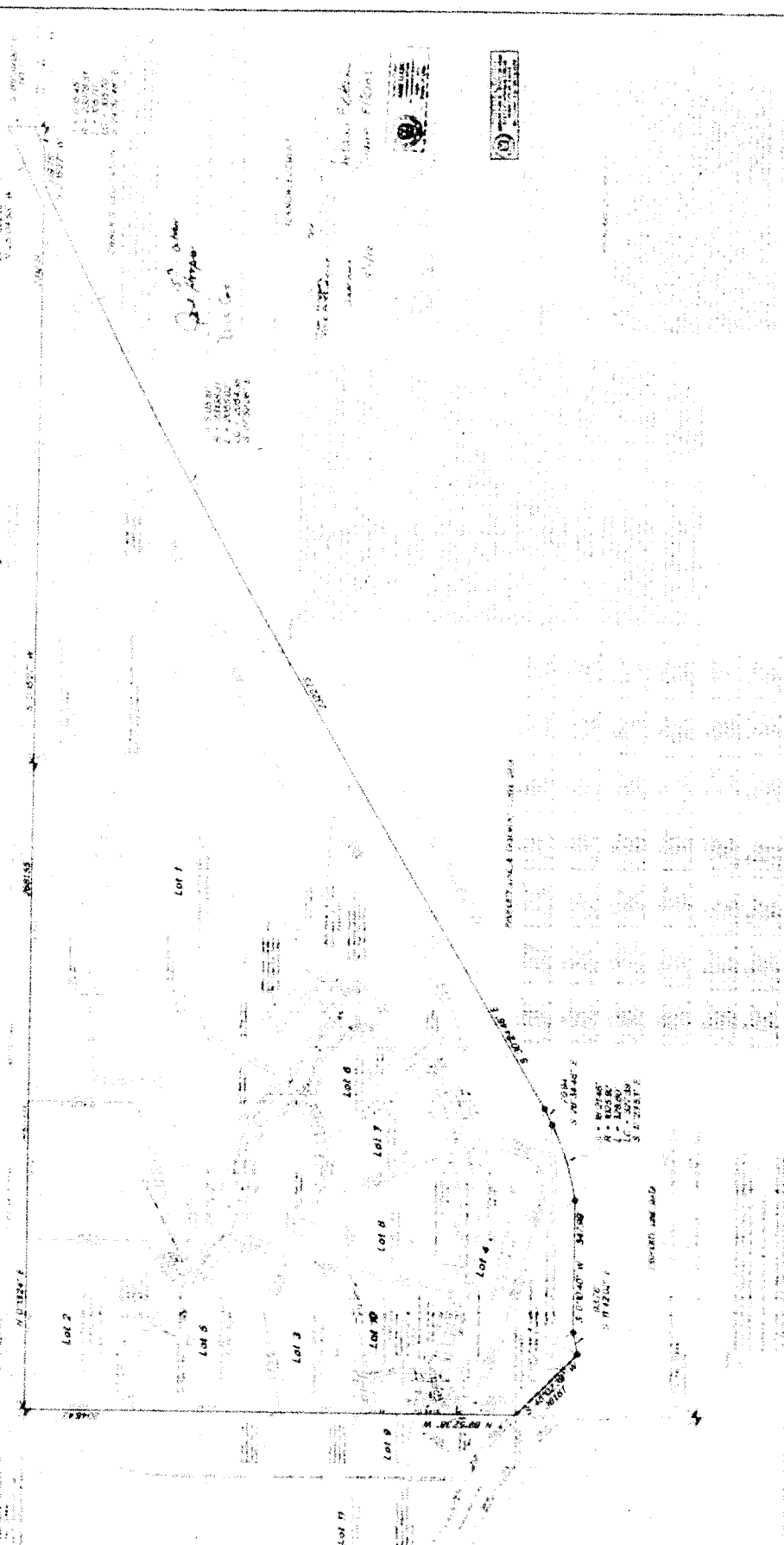
Exhibits:

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

Exhibit A
(Findings and Conditions)

See Recorded Document
for Exhibits.

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

[illegible]



May 23, 2007

IHC Hospitals, Inc

Sent by email

NOTICE OF PLANNING COMMISSION ACTION

<u>Project Name</u>	IHC MPD
<u>Project Description</u>	Master Planned Development

<u>Date of Meeting</u>	May 23, 2007
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Action Taken By Planning Commission: The Planning Commission APPROVED the proposed Master Planned Development based on the following:

Findings of Fact:

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

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

Conclusions of Law:

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

Conditions of Approval:

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

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

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

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

Sincerely,

Brooks T. Robinson
Principal Planner



October 28, 2014

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

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

NOTICE OF PLANNING COMMISSION ACTION

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

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

Findings of Fact:

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

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

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

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

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

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

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

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

Conclusions of Law:

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

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

Conditions of Approval:

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

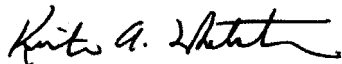
- be made to the Planning Department prior to installation of any temporary or permanent signs.
8. Exterior building materials and colors and final design details must be in substantial compliance with the elevations, color and material details exhibits and photos reviewed by the Planning Commission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

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

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

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

Sincerely,



Kirsten Whetstone
Senior Planner

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



February 2, 2016

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

NOTICE OF PLANNING COMMISSION ACTION

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

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

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

Findings of Fact

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

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

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

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

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

Conclusions of Law:

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

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

Conditions of Approval:

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

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

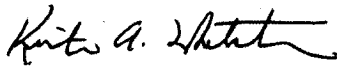
9. In order to create a separate lot of record for the Peace House, a plat amendment application would be required to be submitted to the City.

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

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

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

Sincerely,



Kirsten Whetstone, MS, AICP
Senior Planner

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

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

SEPTEMBER, 2014

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

The initial phase started construction in 2007.

Parts of the 1st addition were built between 2009 and 2014.

The 2nd addition was proposed to be built between 2014 and 2024

The full build out was anticipated to be completed after 2025.

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

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

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

Original Phasing Plan - Initial Development

Hospital – 122,000 square foot building (13,000 square feet shelled)

Medical Offices - 18,000 square feet in hospital building

Medical Support - One 25,000 square foot building (For community benefit)
One 25,000 square foot building for medical offices, owned by physicians

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

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

Trails - All trails deeded
Trail paved to hospital

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

Units Provided 45.0

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

Original Phasing Plan - 1st Addition

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

Parking - 83 surface parking spaces

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

Trails - No changes

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

Units Provided With the initial phase

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

Currently Built

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

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

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

172 spaces for medical support on campus

Trails -

All trails deeded
All trails paved

Affordable Housing -

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

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

Changes from Original Phasing Plan

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

Original Phasing Plan - 2nd Addition

Hospital -

93,000 square foot addition to the building

Medical Offices -

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

Medical Support -

None

Parking -

703 structured/screened parking spaces

Trails -

No changes

Affordable Housing -

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

Current Proposed Medical Support Project

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

Changes from Original Phasing Plan

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

Future Proposed Hospital Additions for this Phase

<i>Timing -</i>	The best estimates by the hospital are that the next hospital additions will be built between 2019 and 2025.
<i>Hospital -</i>	Up to 65,000 square feet to be added in one or two additions to existing building
<i>Medical Offices -</i>	None
<i>Medical Support -</i>	None
<i>Parking -</i>	51 existing screened surface parking spaces behind the hospital would be replaced by a new parking structure 156 stall new parking structure to be built behind the new building
<i>Trails -</i>	No changes to trail system

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

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

Changes from Original Phasing Plan

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

Original Phasing Plan - Full Build Out

<i>Hospital</i> -	85,000 square foot building	
<i>Medical Offices</i> -	None	
<i>Medical Support</i> -	One 25,000 square foot building	
<i>Parking</i> -	120 surface parking spaces	
<i>Trails</i> -	Trail paved to north edge of hospital campus	
<i>Affordable Housing</i> -	Units Required for Hospital	13.7
	Units Provided	None
	Units Required for Medical Support	
	These units will be the responsibility of the owner of the building	

Amended Phasing Plan - Full Build Out Phase

<i>Timing</i> -	The best estimates by the hospital are that the hospital additions for full build out will be built after 2025.	
<i>Hospital</i> -	Up to 98,000 square feet to be added in one or more additions to existing building or a new separate hospital building on Lot 1	
<i>Medical Offices</i> -	None	
<i>Medical Support</i> -	None	
<i>Parking</i> -	An additional 73 existing screened surface parking spaces behind the hospital could be replaced by a new parking structure 160 stall new parking structure could be built behind the new building (unless the additional needed parking has better visibility and lighting impact with screened surface parking) Another 235 parking stall structure to be built near the new hospital addition or new hospital building (unless the additional needed parking has better visibility and lighting impact with screened surface parking)	
<i>Trails</i> -	No changes to trail system	
<i>Affordable Housing</i> -	Units Required for Hospital	44.8
	Units Required for Intermountain	23.3
	Medical Support Space	
	Units Required for Physician Holdings	5.0
	Units Required for Summit County	5.8 (Per ground lease)

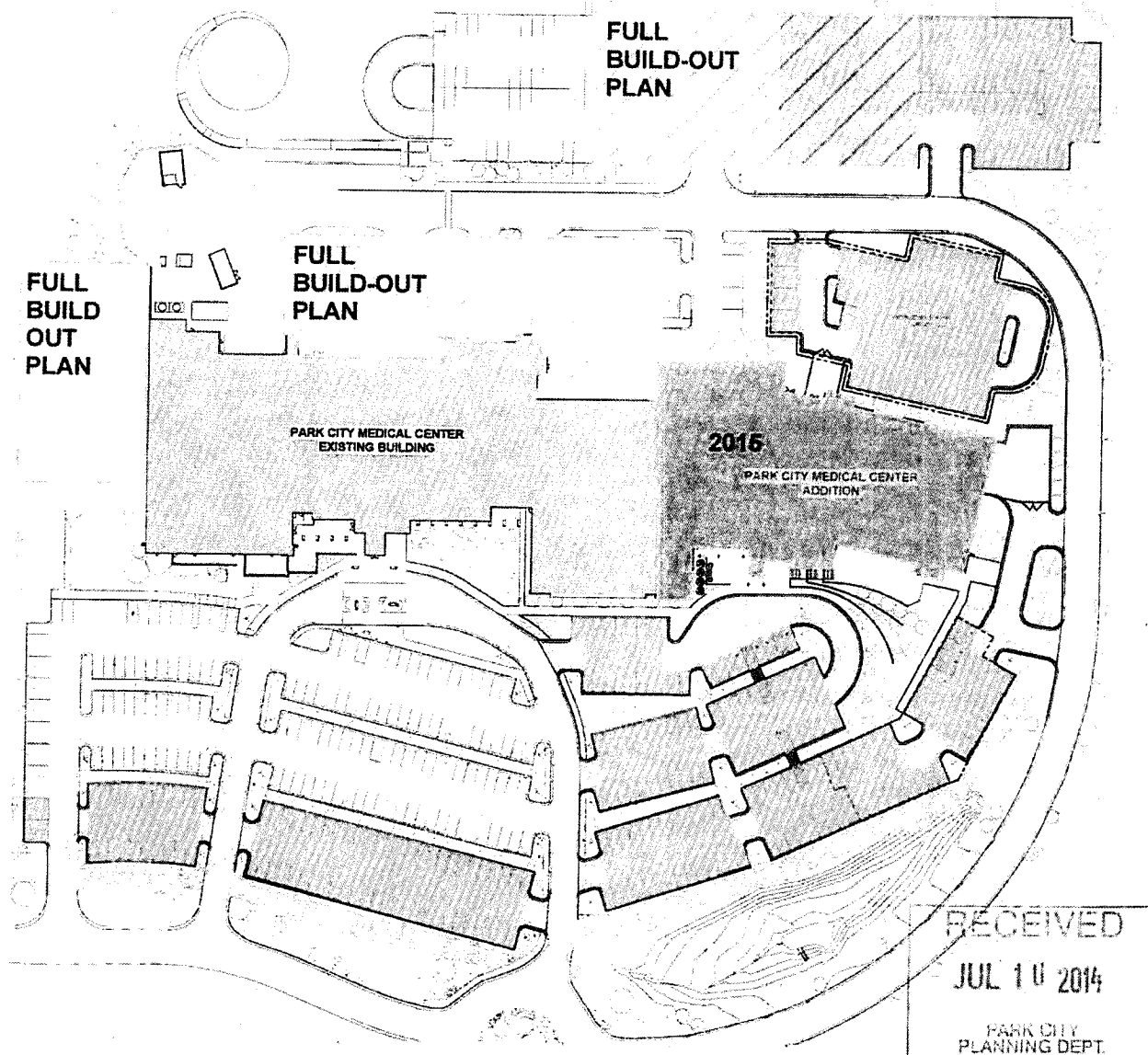
Units Provided at Park City Heights	44.78
Units provide during 2 nd addition	9.5
New units to be provided by Intermountain	13.8

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

Changes from Original Phasing Plan

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

INTERMOUNTAIN PKMC HOSPITAL EXPANSION
MASTER PLAN AMENDMENT - PARKING EXCEPTION



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

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

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

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

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

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

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

*** sf = Square Feet

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

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

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

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

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

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

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

Findings of Fact:

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

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

Conclusions of Law:

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

Conditions of Approval:

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

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

PASSED AND ADOPTED this 4 day of June 2015.

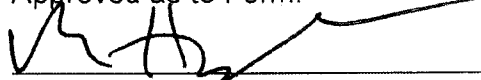
PARK CITY MUNICIPAL CORPORATION


Jack Thomas, MAYOR

Attest:


Marci Heil, City Recorder

Approved as to Form:


Mark Harrington, City Attorney



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

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

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

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

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

Findings of Fact:

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

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

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

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

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

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

Conclusions of Law:

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

Conditions of Approval:

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

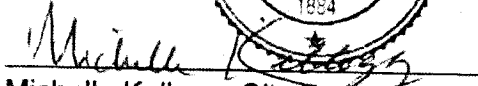
SECTION 2. EFFECTIVE DATE. This approval shall take effect upon adoption and execution.

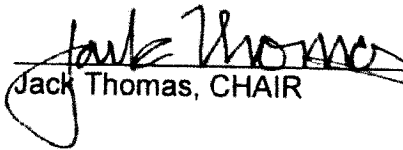
PASSED AND ADOPTED this 2nd day of February 2017.

PARK CITY HOUSING AUTHORITY

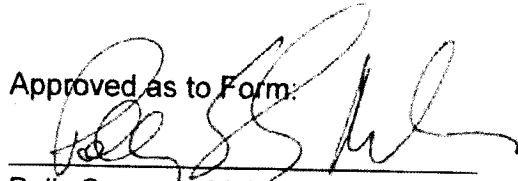


Attest:


Michelle Kellogg, City Recorder


Jack Thomas, CHAIR

Approved as to Form:


Polly Samuels McLean, Assistant City Attorney



22 February 2017

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

Dear Kirsten;

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

Sincerely,

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

Morgan Busch
Senior Strategic Planning Consultant

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

I. Development Densities and Land Uses

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

II. Development Patterns

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



December 14, 2016

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

NOTICE OF PLANNING COMMISSION ACTION

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

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

Findings of Fact

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

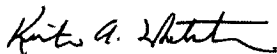
11. Lot 9 contains a small Questar gas regulating facility.
12. Lot 10 is the location of the Summit County Health Department and People's Health Clinic utilizing 25,000 sf of support medical office density. Summit County has a ground lease from IHC on this lot.
13. Lot 11 is the one acre lot around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

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

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

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

Sincerely,



Kirsten Whetstone, MS, AICP
Senior Planner

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

WHEN RECORDED, MAIL TO:

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

ENTRY NO. 01067218

04/12/2017 03:36:14 PM B: 2404 P: 1809

Easements PAGE 1/15

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 42.00 BY STOEL RIVES LLP

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

AND TO:

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

DECLARATION AND GRANT OF TRAIL EASEMENT

(Public Trail Easement)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signature page follows]

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

By: [Signature]
Print Name: JACK THOMAS
Its: JMT
Dated this 10th day of APRIL, 2017

Attested, by Park City, Utah Recorder:

By: [Signature]
Print Name: Katie Madsen
Dated this 10 day of April, 2017

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

By: [Signature]
Print Name: Polly Samuels McLean
Assistant City Attorney
Dated this 6th day of April, 2017

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

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

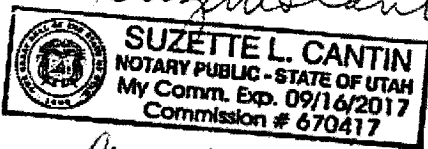
DATED this 29 day of March, 2017.

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

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

DATED this 9th day of MARCH, 2017.

[acknowledgements follow]

[Signature]


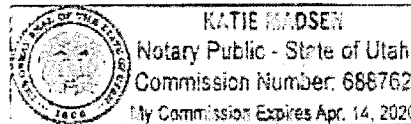
March 9, 2017
State Utah
County: Summit

STATE OF UTAH)
)
:ss
COUNTY OF SUMMIT)

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

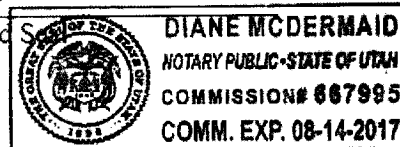
Katie Madsen
Notary Signature and Seal

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



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

Diane McDermaid
Notary Signature and Seal



STATE OF UTAH)
)
:ss
COUNTY OF SUMMIT)

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

Notary Signature and Seal

Exhibit "A"

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

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

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

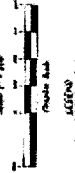
[For reference purposes only:

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

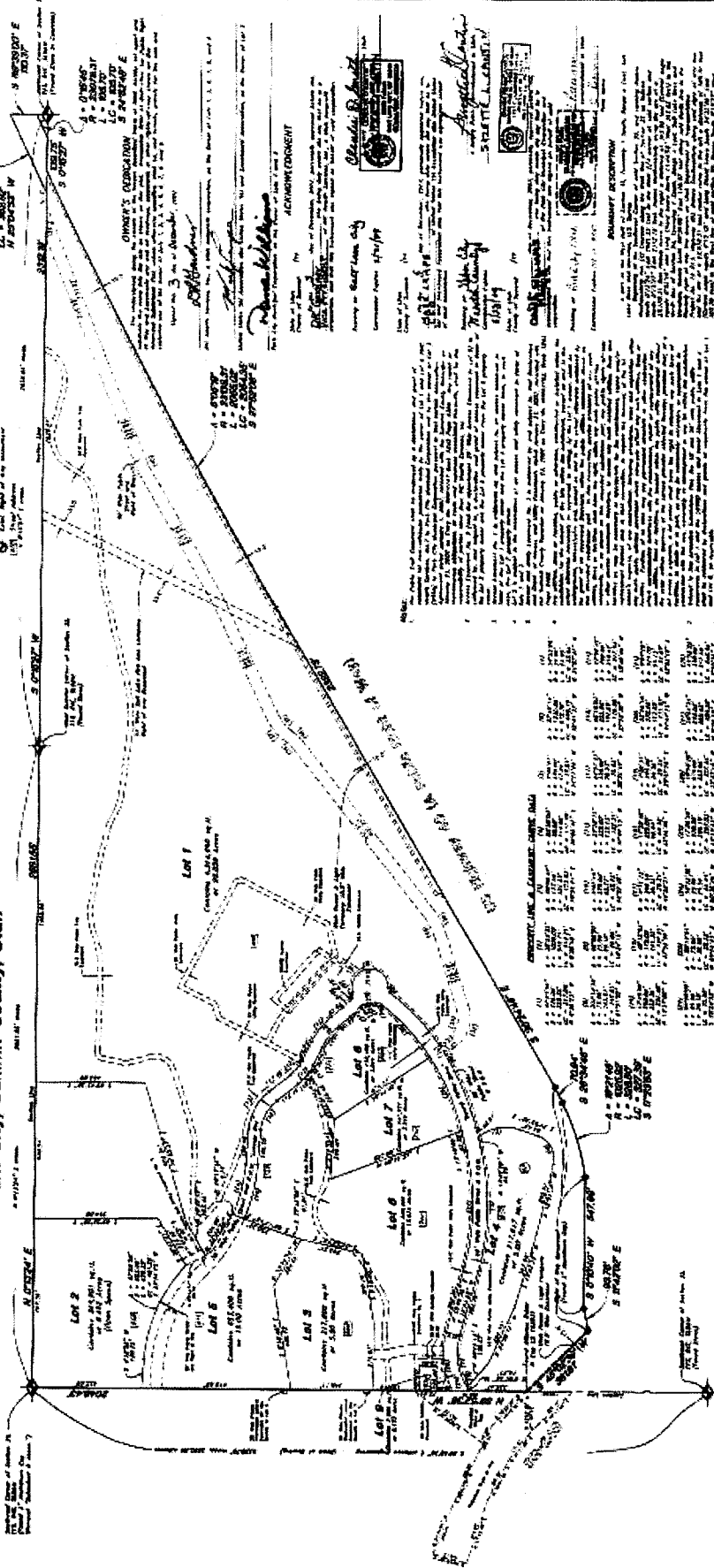
SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, CONDITIONS, AND OTHER MATTERS OF PUBLIC RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE OR A PHYSICAL INSPECTION OR SURVEY OF THE PROPERTY.

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

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



- LEGEND**
- 1. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 2. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 3. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 4. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 5. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 6. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 7. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 8. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 9. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 10. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 11. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 12. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 13. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 14. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 15. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 16. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 17. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 18. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 19. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 20. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 21. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 22. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 23. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 24. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 25. 1/4 Section 35, T1S, R4E, U.S. Survey
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 - 91. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 92. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 93. 1/4 Section 35, T1S, R4E, U.S. Survey
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 - 96. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 97. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 98. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 99. 1/4 Section 35, T1S, R4E, U.S. Survey
 - 100. 1/4 Section 35, T1S, R4E, U.S. Survey



PARK CITY ENGINEER
I, _____, being duly sworn, depose and say that I am the Engineer of the above described subdivision, and that the same is correct and true to the best of my knowledge and belief, and that I am not aware of any fraud or illegality in the same.

PARK CITY PLANNING COMMISSION
I, _____, being duly sworn, depose and say that I am a member of the Park City Planning Commission, and that the above described subdivision is in conformity with the Comprehensive Zoning Ordinance of the City of Park City, Utah, and that I am not aware of any fraud or illegality in the same.

PARK CITY COUNCIL APPROVAL
I, _____, being duly sworn, depose and say that I am a member of the Park City Council, and that the above described subdivision is in conformity with the Comprehensive Zoning Ordinance of the City of Park City, Utah, and that I am not aware of any fraud or illegality in the same.

SUPPLEMENTAL BASE WATER RECLAMATION DISTRICT
I, _____, being duly sworn, depose and say that I am a member of the Supplemental Base Water Reclamation District, and that the above described subdivision is in conformity with the Comprehensive Zoning Ordinance of the City of Park City, Utah, and that I am not aware of any fraud or illegality in the same.

SUMMIT COUNTY ENGINEER
I, _____, being duly sworn, depose and say that I am the Engineer of the above described subdivision, and that the same is correct and true to the best of my knowledge and belief, and that I am not aware of any fraud or illegality in the same.

A part of the West 1/2 of Section 35, T9S, R4E
Salt Lake Basin & Meridian, U.S. Survey
Park City, Summit County, Utah



EXHIBIT "B"

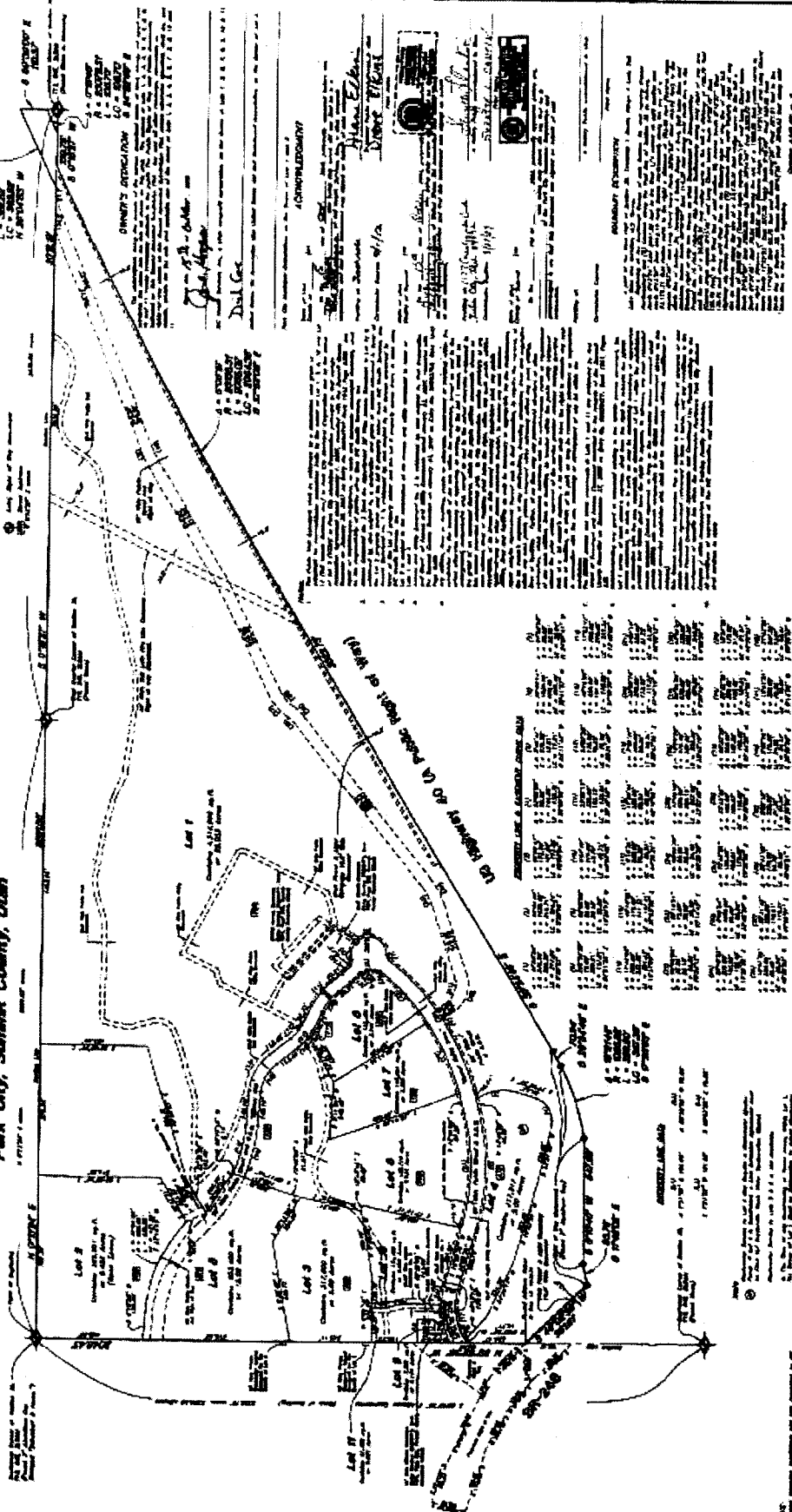
(Outline of Trail Easement Property)

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

See the Outline of the Trail Easement Property on the Attached

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

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



HANCOCK COUNTY, ALABAMA
 DEPT. OF HEALTH
 DIVISION OF PUBLIC HEALTH
 LABORATORY
 1000 N. 10TH ST.
 TULSA, OKLA. 74103

APPROX. 45 TO 50

NEW CITY COUNCIL APPROVED

PLATE CITY ENGINEERS

RELEASING INFORMATION ABOUT A PERSON

Trail Easement Property

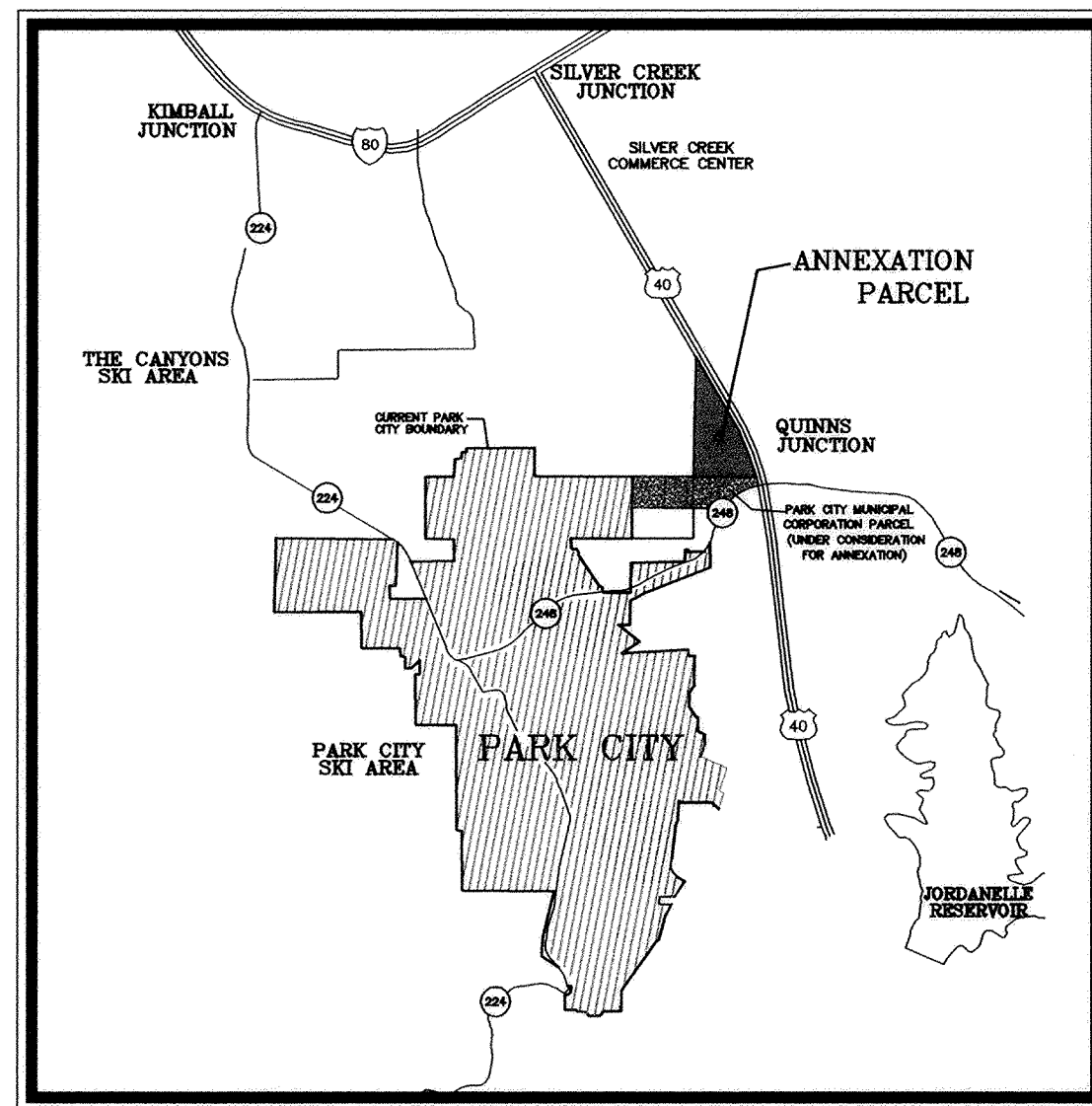
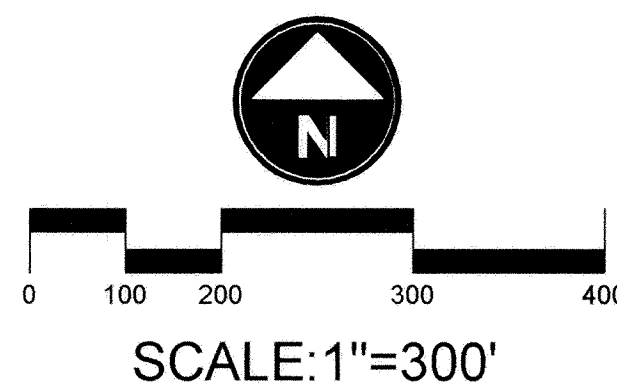
EXHIBIT C – Plats

PARCEL A
0.05 ACRES
Zoning- CT-MPD

NORTHWEST CORNER OF
SECTION 35

NORTH QUARTER CORNER
OF SECTION 35

NORTHEAST CORNER
OF SECTION 35



VICINITY MAP

LINE TABLE				
LINE	BEARING	DISTANCE		
L1	N00°13'57"E	232.20'		
L2	N89°39'00"W	110.38'		

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD
C1	23078.31'	105.96'	0°15'47"	S25°08'58"E 105.96'
C2	23138.31'	363.27'	0°53'58"	S23°09'52"E 363.27'

EAST QUARTER CORNER
SECTION 35

DEED PARCEL B:

A parcel of land located in Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian, described as follows:
Beginning at the Southwest corner of Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence along the west line of Section 35, North 00°13'58" East 5086.08 feet to a point on the westerly right of way line of US Highway 40 and on a 23138.31 foot radius curve to the left, of which the radius point bears, North 64°40'12" East, thence along the westerly right of way line of US 40 the following six (6) courses: 1) along the arch of said curve 2055.08 feet through a central angle of 05°05'20", thence 2) South 30°25'08" East 2393.67 feet to a point on a 1025.92 foot radius non-tangent curve to the right, of which the radius point bears South 63°24'52" West, thence 3) along the arc of said curve 328.80 feet through a central angle of 18°21'46", thence 4) South 00°10'18" West 547.99 feet, thence 5) South 11°42'39" East 93.75 feet, thence 6) South 45°02'16" West 361.62 feet to a point on the south line of Section 35, thence along the south line of Section 35, North 89°53'00" West 2048.43 feet to the point of beginning.

Contains 156.76 Acres

DEED PARCEL A:

A 100 foot wide, more or less, parcel of land contiguous to an expressway known as Project No. 019 (US Hwy 40) and located in the NE¼ of Section 34, Township 1 South, Range 4 East, Salt Lake Base and Meridian, the boundaries of said parcel of land are described as follows:

Beginning at a point of intersection of the north line of Section 34, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and the westerly right of way line of said US Highway 40, that is North 89°39'00" West 110.38 feet along the north line of said Section 34 from the northeast corner of Section 34, and running thence North 89°39'00" West 110.38 feet along said north line of said Section 34, to a point on a 23138.31 foot radius curve to the left (center bears North 65°21'40" East), thence southeasterly along the arch of said curve 363.27 feet through a central angle of 00°53'58" to a point on the east line of said Section 34, thence North 00°13'57" East 232.20 feet along the east line of said Section 34, to a point on said westerly right of way line of said Highway US 40, said point also being on a 23078.31 foot radius curve to the right (center bears North 64°58'58" East), thence northwesterly along the arc of said curve 105.96 feet through a central angle 00°15'47", more or less, along said westerly right of way line of said Highway US 40 to the point of beginning.

Contains 0.05 Acres.

NOTE:

The parcel boundary shown on this map was calculated from a Record of Boundary Survey prepared by Alliance Engineering Inc. and recorded under file no. S-3872 in the office of the recorder of Summit County, Utah.

OWNER'S DECLARATION AND CONSENT TO RECORD

We, the undersigned, being the managers of Burbs, L.L.C., owner of the hereon described tracts of land, hereby approve the annexation of said land as shown on this plat.

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

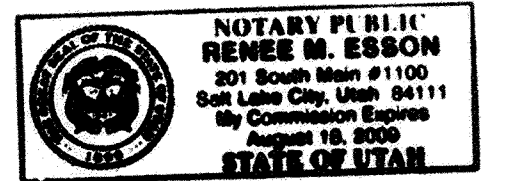
[Signature]
[Signature] as manager

ACKNOWLEDGMENT

State of UTAH
County of Salt Lake

On the 11th day of January, 2006, personally appeared before me, David Burbridge who, being by me duly sworn, did say that he is a Manager of Burbs, L.L.C., a Utah limited liability company, and that the within and foregoing Owner's Dedication and Consent to Record was signed on behalf of Burbs, L.L.C.

[Signature] My commission expires:
Notary Public

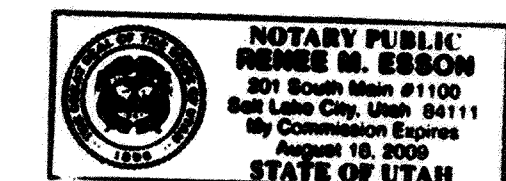


ACKNOWLEDGMENT

State of UTAH
County of Salt Lake

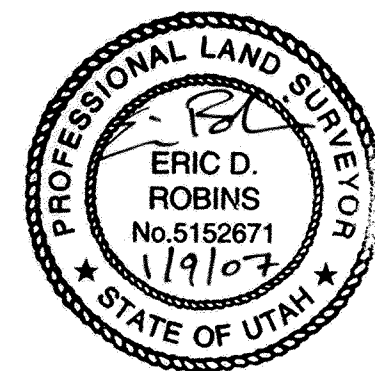
On the 11th day of January, 2006, personally appeared before me, Vaughn Burbridge who, being by me duly sworn, did say that he is a Manager of Burbs, L.L.C., a Utah limited liability company, and that the within and foregoing Owner's Dedication and Consent to Record was signed on behalf of Burbs, L.L.C.

[Signature] My commission expires:
Notary Public



SURVEYOR'S CERTIFICATE:

I, Eric D. Robins, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 5152671 as prescribed under the laws of the State of Utah. I further certify, on behalf of the Jack Johnson Company, that a survey has been made of the land shown on this plat and described hereon, and that this plat is a correct representation of the land surveyed and has been prepared in conformity with the minimum standards and requirements of the law.



BURBS LLC ANNEXATION TO PARK CITY

LOCATED IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

CITY ENGINEER

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT
REVIEWED BY THIS OFFICE AND IT IS CORRECT
IN ACCORDANCE WITH AVAILABLE INFORMATION
ON FILE IN THIS OFFICE.

1/12/07 *[Signature]*
DATE PARK CITY ENGINEER

CITY COUNCIL APPROVAL

PRESENTED TO THE PARK CITY COUNCIL
THIS 11th DAY OF January, 2006,
AT WHICH TIME THIS PLAT WAS APPROVED.

[Signature]
MAYOR
[Signature]
CITY RECORDER

APPROVAL AS TO FORM

APPROVED AS TO FORM ON
THIS 11 DAY OF January, 2006.

[Signature]
CITY ATTORNEY

RECORDED

ENTRY NO. 802746, BOOK , PAGE .
DATE UTAH, COUNTY OF SUMMIT
DATE 1-23-2007 TIME 4:38 p.m.
RECORDED AND FILED AT THE REQUEST OF:
Park City Municipal Corp
[Signature]
COUNTY RECORDER



JACK JOHNSON COMPANY

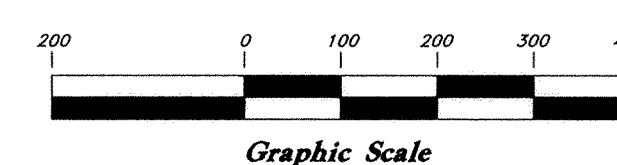
Designing World Destinations
In-Person - 1777 Sun Peak Drive - Park City - Utah 84098
Telephone - 435.645.9000 - Facsimile - 435.649.1820
www.jackjohnson.com

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

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



Scale: 1" = 200'



LEGEND

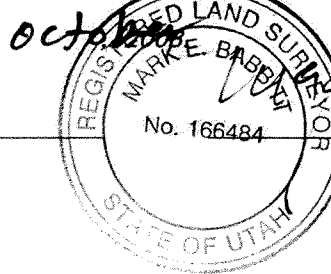
- ▲ Set Nail in Curb
- Set 5/8" x 8" Rebar (24" Long)
- Found Rebar & cap w/ Fencepost
- Found Rebar & cap
- Set Hub & Tack
- ⊙ Exist, Right of Way Monument
- ⊙ Street Address

SURVEYOR'S CERTIFICATE

I, Mark E. Babbitt, a Registered Professional Land Surveyor in the State of Utah, do hereby certify that this second amended subdivision plat of the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility, in Park City, Summit County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision.

Signed this 1st day of October, 2008

166484
License No.



$\Delta = 0^{\circ}53'49''$
 $R = 23178.31'$
 $L = 362.82'$
 $LC = 362.82'$
 $N 25^{\circ}04'53'' W$

$S 89^{\circ}39'00'' E$
 $110.37'$

$\Delta = 0^{\circ}15'45''$
 $R = 23078.31'$
 $L = 105.70'$
 $LC = 105.70'$
 $S 24^{\circ}52'48'' E$

OWNER'S DEDICATION
The undersigned, being the owners of the hereon described tracts of land, hereby set apart and subdivide the same into the lots as shown on this plat. The owners of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 hereby irrevocably dedicate to the public the Public Rights of Way and Public Easements indicated on this Second Amended Subdivision Plat. Any and all other roadways, easements or rights-of-way shown on this Second Amended Subdivision Plat, unless otherwise specified, shall be, and remain, private for the sole and exclusive use of the owner of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11.

Signed this 15th day of October, 2008

IHC Health Services, Inc., a Utah nonprofit corporation, as the Owner of Lots 1, 2, 6, 7, 8, 9, 10 & 11

United States Ski Association dba United States Ski and Snowboard Association, as the Owner of Lot 3

ACKNOWLEDGMENT

State of Utah
County of _____
On the 15th day of October, 2008, personally appeared before me, _____, who being duly sworn did say that he is a _____ of IHC Health Services, Inc., a Utah nonprofit corporation, and that this instrument was signed on behalf of said corporation.

Residing at: _____

Commission Expires: 9/1/12

State of Utah
County of Summit
On the 15th day of October, 2008, personally appeared before me, _____, who being duly sworn did say that he is a _____ of United States Ski Association dba United States Ski and Snowboard Association, and that this instrument was signed on behalf of said association.

Residing at: 1127 Countywide Circle, Park City, Utah 84032

Commission Expires: 8/28/09

State of Utah
County of Summit
On the _____ day of _____, 2008, personally appeared before me, _____, who being duly sworn did say that he is _____ of the Park City Municipal Corporation and that this instrument was signed on behalf of said corporation.

Residing at: _____

Commission Expires: _____

State of Utah
County of Summit
On the _____ day of _____, 2008, personally appeared before me, _____, who being duly sworn did say that he is _____ of the Park City Municipal Corporation and that this instrument was signed on behalf of said corporation.

Residing at: _____

Commission Expires: _____

State of Utah
County of Summit
On the _____ day of _____, 2008, personally appeared before me, _____, who being duly sworn did say that he is _____ of the Park City Municipal Corporation and that this instrument was signed on behalf of said corporation.

Residing at: _____

Commission Expires: _____

State of Utah
County of Summit
On the _____ day of _____, 2008, personally appeared before me, _____, who being duly sworn did say that he is _____ of the Park City Municipal Corporation and that this instrument was signed on behalf of said corporation.

Residing at: _____

Commission Expires: _____

BOUNDARY DESCRIPTION

A part of the West Half of Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian, U.S. Survey.
Beginning at the Southwest Corner of said Section 35, and running thence Northwesterly two (2) courses along the West line of Section 35 as follows: North 01°12'24" East 2681.55 feet to the West 1/4 corner of said section and North 01°15'27" East 2312.19 feet; thence Northwesterly along the arc of a 23,178.31 foot radius curve to the right a distance of 362.82 feet (Central Angle equals 0°53'49" and Long Chord bears North 25°04'53" West 362.82 feet) to the North line of Section 34, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 89°39'00" East 110.37 feet along said North line to the Westerly right of way line known as Utah Department of Transportation Project No. 19 (U.S. Highway 40); thence Southeastwesterly along said right of way line and the arc of a 23,078.31 foot radius curve to the left a distance of 105.70 feet (Central Angle equals 0°15'45" and Long Chord bears South 24°52'48" East 105.70 feet) to the West line of said section 35; thence South 01°15'27" West 139.75 feet along said West line to the Westerly right of way line of said U.S. Highway 40; thence Southerly seven (7) courses along said Westerly right of way line as follows: along the arc of a 23,136.31 foot radius curve to the left a distance of 205.02 feet (Central Angle equals 0°50'19" and Long Chord bears South 27°52'06" East 205.02 feet); South 30°24'46" East 232.73 feet; South 26°34'46" East 70.94 feet; along the arc of a 1025.92 foot radius curve to the right a distance of 328.80 feet (Central Angle equals 18°21'46" and Long Chord bears South 17°23'53" East 327.39 feet); South 01°10'40" West 547.99 feet; South 11°42'02" East 93.76 feet and South 45°02'38" West 361.61 feet to the South line of Section 35; thence North 89°39'00" West 2048.43 feet along said South line to the point of beginning.

Contains: 6,849,499 sq. ft. or 157,243 Acres

- Notes:**
- The Public Trail Easement shall be evidenced by a declaration and grant of easement for non-vehicular pedestrian trails by the owner of Lot 1, 3, 8, 10 and Lot 11 (IHC Health Services, Inc.) to Park City Municipal Corporation and by the owner of Lot 3 (USSA) to Park City Municipal Corporation pursuant to that certain Annexation Agreement dated January 1, 2007, recorded with the Summit County Recorder on January 23, 2007 as Entry No. 00802747 Book 1843 Page 0308. Any repair or maintenance obligations, or costs and expenses associated therewith, shall be the responsibility of parties other than IHC Health Services, Inc.
 - Access Easement No. 2 (and the appurtenant 20' Wide Access Easement to Lot 9) is evidenced by, and subject to, a declaration and grant of access easement in favor of the Lot 3 property owner and the Lot 9 property owner from IHC Health Services, Inc. Access Easement No. 1 is evidenced by, and subject to, an access easement in favor of the Lot 3 property owner and the Lot 9 property owner from, in each case, IHC Health Services, Inc.
 - Lot 5 is subject to the reservation of an access and utility easement in favor of Lots 1 and 2.
 - Access and Utility Easement No. 3 is evidenced by, and subject to, that Declaration and Grant of Access and Utility Easements dated January 23, 2007, recorded with the Summit County Recorder on January 23, 2007 as Entry No. 00802762, Book 1843 Page 0488.
 - Any utilities, lines or facilities, public or otherwise, constructed or installed within the subdivision for the benefit of the lots within the subdivision, except as to the extent otherwise necessary or approved, in writing, by the Lot 1 owner, shall be underground, nonexclusive and, except as to the extent otherwise evidenced by the grant of an easement therefor, within the public utility easements shown on this second amended subdivision plat. In this connection, service providers of any such utilities, lines or facilities shall have the right, within any such public utility easements, or as shown on this second amended subdivision plat, any public rights-of-way or other access easements therefor, to access any such installed utilities, lines and facilities as may be necessary or appropriate for the maintenance, repair and/or replacement thereof and, in that connection, to require the removal, at the lot owner's expense, of any obstructions, including structures, trees and vegetation within any such public utility easement which adversely affect any such utilities, lines or facilities. Further, at no time may any permanent structure or other obstruction, which unreasonably interferes with the maintenance, repair or replacement of any such utilities, lines or facilities, be located within the public utility easement without the prior written approval of the service provider affected thereby; provided that, if a lot owner's expense, a lot owner shall have the right to relocate any such lines or facilities, in whole or in part, as may be reasonably necessary or appropriate in connection with the use, ownership or development or any lot within the subdivision.
 - The SBWRD access and sewer easements in Lots 1 and 11 are evidenced by that Grant of Easement and Access Easement recorded in the records of the Summit County Recorder on September 27, 2007 as Entry No. 00826477, Book 1891, Pages 232.
 - Notwithstanding any grant of easement relating to the SBWRD access easement, the Lot 1 owner, at such owner's expense, shall have the right to relocate the SBWRD access easement, in whole or in part, as may be reasonably necessary or appropriate in connection with the use, ownership or development of Lot 1 within the subdivision; provided that SBWRD shall have the right to approve, in advance, any such relocated access easement (which approval, so long as the relocated access easement shall provide SBWRD with access comparable to the SBWRD access easement shown on this second amended subdivision plat, shall not be unreasonably withheld, conditioned or delayed).
 - This Second Amended Subdivision Plat is subject to the conditions of approval of that certain Annexation Agreement referenced in Note 1 herein, and any conditions in the Master Planning Development Agreements and Conditional Use Permits relating to the development of specific lots within the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility Subdivision.
 - All conditions of approval of the IHC annexation and amended subdivision shall continue to apply.

PROPERTY LINE & EASEMENT CURVE DATA

(1)	(2)	(3)	(4)	(5)	(6)	(7)
$\Delta = 47^{\circ}23'56''$ $R = 173.60'$ $L = 223.36'$ $LC = 173.63'$ $N 8^{\circ}36'23'' W$	$\Delta = 28^{\circ}54'35''$ $R = 1030.00'$ $L = 519.71'$ $LC = 514.21'$ $N 0^{\circ}38'18'' E$	$\Delta = 60^{\circ}00'42''$ $R = 173.60'$ $L = 173.60'$ $LC = 173.63'$ $N 78^{\circ}56'04'' E$	$\Delta = 83^{\circ}55'00''$ $R = 98.98'$ $L = 270.00'$ $L = 17.81'$ $LC = 17.81'$ $N 34^{\circ}11'44'' W$	$\Delta = 3^{\circ}46'47''$ $R = 270.00'$ $L = 17.81'$ $LC = 17.81'$ $N 34^{\circ}11'44'' W$	$\Delta = 37^{\circ}45'14''$ $R = 1030.00'$ $L = 678.70'$ $LC = 666.49'$ $N 27^{\circ}52'30'' W$	$\Delta = 54^{\circ}53'06''$ $R = 23.95'$ $L = 23.95'$ $LC = 23.04'$ $N 24^{\circ}07'41'' W$
(8)	(9)	(10)	(11)	(12)	(13)	(14)
$\Delta = 20^{\circ}54'39''$ $R = 75.00'$ $L = 163.61'$ $LC = 147.01'$ $N 81^{\circ}51'32'' E$	$\Delta = 46^{\circ}16'02''$ $R = 25.00'$ $L = 26.18'$ $LC = 25.00'$ $S 10^{\circ}24'46'' E$	$\Delta = 90^{\circ}07'10''$ $R = 275.00'$ $L = 43.77'$ $LC = 43.72'$ $S 44^{\circ}58'21'' W$	$\Delta = 24^{\circ}52'23''$ $R = 325.00'$ $L = 132.13'$ $LC = 132.21'$ $S 37^{\circ}47'15'' W$	$\Delta = 17^{\circ}52'23''$ $R = 175.00'$ $L = 76.23'$ $LC = 75.62'$ $S 38^{\circ}31'44'' W$	$\Delta = 48^{\circ}16'02''$ $R = 225.00'$ $L = 181.69'$ $LC = 176.60'$ $S 27^{\circ}52'30'' W$	$\Delta = 17^{\circ}52'41''$ $R = 700.00'$ $L = 218.42'$ $LC = 217.54'$ $S 13^{\circ}40'48'' W$
(15)	(16)	(17)	(18)	(19)	(20)	(21)
$\Delta = 17^{\circ}45'03''$ $R = 153.82'$ $L = 232.36'$ $LC = 152.43'$ $N 13^{\circ}37'00'' E$	$\Delta = 46^{\circ}16'02''$ $R = 175.00'$ $L = 141.32'$ $LC = 141.32'$ $N 27^{\circ}52'30'' E$	$\Delta = 30^{\circ}19'01''$ $R = 1030.00'$ $L = 39.22'$ $LC = 39.22'$ $N 85^{\circ}14'43'' E$	$\Delta = 58^{\circ}32'38''$ $R = 25.00'$ $L = 29.81'$ $LC = 29.81'$ $N 80^{\circ}38'29'' W$	$\Delta = 17^{\circ}56'49''$ $R = 970.00'$ $L = 337.56'$ $LC = 297.02'$ $N 23^{\circ}47'10'' W$	$\Delta = 23^{\circ}28'15''$ $R = 970.00'$ $L = 489.43'$ $LC = 484.26'$ $N 0^{\circ}38'18'' E$	$\Delta = 9^{\circ}07'10''$ $R = 330.00'$ $L = 51.80'$ $LC = 51.67'$ $S 45^{\circ}02'38'' E$
(22)	(23)	(24)	(25)	(26)	(27)	(28)
$\Delta = 20^{\circ}54'39''$ $R = 75.00'$ $L = 163.61'$ $LC = 147.01'$ $N 81^{\circ}51'32'' E$	$\Delta = 30^{\circ}19'01''$ $R = 1030.00'$ $L = 39.22'$ $LC = 39.22'$ $N 85^{\circ}14'43'' E$	$\Delta = 58^{\circ}32'38''$ $R = 25.00'$ $L = 29.81'$ $LC = 29.81'$ $N 80^{\circ}38'29'' W$	$\Delta = 17^{\circ}56'49''$ $R = 970.00'$ $L = 337.56'$ $LC = 297.02'$ $N 23^{\circ}47'10'' W$	$\Delta = 23^{\circ}28'15''$ $R = 970.00'$ $L = 489.43'$ $LC = 484.26'$ $N 0^{\circ}38'18'' E$	$\Delta = 9^{\circ}07'10''$ $R = 330.00'$ $L = 51.80'$ $LC = 51.67'$ $S 45^{\circ}02'38'' E$	$\Delta = 16^{\circ}57'38''$ $R = 175.00'$ $L = 175.00'$ $LC = 175.00'$ $S 80^{\circ}29'57'' W$
(29)	(30)	(31)	(32)	(33)	(34)	(35)
$\Delta = 26^{\circ}42'22''$ $R = 330.00'$ $L = 153.82'$ $LC = 152.43'$ $S 15^{\circ}25'35'' E$	$\Delta = 2^{\circ}46'54''$ $R = 1030.00'$ $L = 30.00'$ $LC = 30.00'$ $S 33^{\circ}45'20'' W$	$\Delta = 73^{\circ}43'25''$ $R = 150.00'$ $L = 193.01'$ $LC = 119.98'$ $N 19^{\circ}22'58'' E$	$\Delta = 73^{\circ}43'25''$ $R = 100.00'$ $L = 128.67'$ $LC = 119.98'$ $S 70^{\circ}37'02'' E$	$\Delta = 20^{\circ}32'29''$ $R = 300.00'$ $L = 107.55'$ $LC = 107.55'$ $N 27^{\circ}44'59'' W$	$\Delta = 23^{\circ}28'15''$ $R = 330.00'$ $L = 125.48'$ $LC = 125.48'$ $N 27^{\circ}44'59'' W$	$\Delta = 16^{\circ}57'38''$ $R = 175.00'$ $L = 175.00'$ $LC = 175.00'$ $S 80^{\circ}29'57'' W$
(36)	(37)	(38)	(39)	(40)	(41)	(42)
$\Delta = 16^{\circ}57'38''$ $R = 225.00'$ $L = 166.60'$ $LC = 66.36'$ $N 48^{\circ}30'03'' W$	$\Delta = 29^{\circ}41'42''$ $R = 175.00'$ $L = 116.61'$ $LC = 116.61'$ $S 40^{\circ}08'01'' E$	$\Delta = 29^{\circ}41'42''$ $R = 175.00'$ $L = 116.61'$ $LC = 116.61'$ $S 40^{\circ}08'01'' E$	$\Delta = 8^{\circ}02'10''$ $R = 175.00'$ $L = 31.56'$ $LC = 31.53'$ $S 25^{\circ}36'50'' E$	$\Delta = 8^{\circ}02'10''$ $R = 175.00'$ $L = 31.56'$ $LC = 31.53'$ $S 25^{\circ}36'50'' E$	$\Delta = 13^{\circ}41'31''$ $R = 330.00'$ $L = 93.67'$ $LC = 78.67'$ $S 8^{\circ}14'31'' E$	$\Delta = 21^{\circ}43'50''$ $R = 247.50'$ $L = 93.67'$ $LC = 93.67'$ $S 80^{\circ}29'57'' W$
(43)	(44)	(45)	(46)	(47)	(48)	(49)
$\Delta = 38^{\circ}25'03''$ $R = 112.50'$ $L = 75.43'$ $LC = 74.03'$ $S 88^{\circ}50'34'' W$	$\Delta = 30^{\circ}10'50''$ $R = 330.00'$ $L = 153.82'$ $LC = 152.43'$ $S 13^{\circ}41'21'' E$	$\Delta = 28^{\circ}58'14''$ $R = 315.00'$ $L = 189.27'$ $LC = 157.58'$ $S 15^{\circ}48'43'' E$	$\Delta = 38^{\circ}19'53''$ $R = 285.00'$ $L = 189.27'$ $LC = 187.13'$ $S 14^{\circ}41'31'' E$			

PROPERTY LINE DATA

(L1)	(L2)
$S 12^{\circ}15'52'' E 100.00'$	$N 88^{\circ}38'08'' W 75.00'$
(L3)	(L4)
$S 12^{\circ}15'52'' W 101.63'$	$S 89^{\circ}52'38'' E 75.02'$

Note

Wastewater Service to Lot 4 May Require a Wastewater Ejector Pump. If Lot 4 is Subdivided, a Line Extension Agreement Must be Filed With Snyderville Basin Water Reclamation District.

Wastewater Service to Lots 2 & 9 is Not Available.

At The Time of Any Resurfacing of Paved Areas, Within Lot 1, The Owner of Lot 1 Shall be Responsible To Adjust Wastewater Manholes To Grade According To Snyderville Basin Water Reclamation District (SBWRD) Standards. Prior Notification of the Adjustments & Inspection By the SBWRD is Required.

PARK CITY ENGINEER

I hereby certify that I have had this Plat reviewed by this office and it is correct in accordance with available information on file in this office.

Signed this 17th day of October, 2008.

PARK CITY PLANNING COMMISSION

Approved by Planning Commission July 1, 2008
Approved and Accepted by the Park City Planning Commission on this 22nd day of October, 2008.

Planning Commission Chair

PARK CITY COUNCIL APPROVAL

Presented to the Park City Council
this _____ day of _____, 2008,
at which time this plat was approved.

City Recorder

APPROVAL AS TO FORM

Approved as to form on this 26th day of November, 2008.

Park City Attorney

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

Reviewed for conformance to Snyderville Basin Water Reclamation District standards on this 16th day of October, 2008.

S.B.W.R.D. Authorized Representative

SUMMIT COUNTY RECORDER

ENTRY NO. 859976
440.00
RECORDED. Equity Title

IN BOOK _____ OF OFFICIAL RECORDS, PAGE _____, RECORDED FOR DATE 11-25-08
Time: 4:43 P.M.

SUMMIT COUNTY RECORDER

BY: _____ DEPUTY

GREAT BASIN ENGINEERING NORTH

CONSULTING ENGINEERS AND SURVEYORS
5746 South 1475 East, Suite 200
Ogden, Utah 84403

P.O. Box 150048, Ogden, Utah 84415
Ogden (801)384-6515 Salt Lake City (801)251-0222 Fax (801)382-7544

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

Amending Lot 8

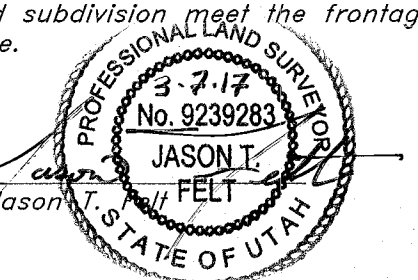
A part of the West 1/2 of Section 35, T1S, R4E,
Salt Lake Base & Meridian, U.S. Survey
Park City, Summit County, Utah

SURVEYOR'S CERTIFICATE

I, Jason T. Felt, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 9239283 in accordance with Title 58 Chapter 22, Professional Engineers and Land Surveyors Licensing Act. I also do hereby certify that this Subdivision Plat (Third Amended) for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility Amending Lot 8, in Park City, Summit County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Summit County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17. Monumented Lot corners have been set as shown on this drawing.

I also certify that all the lots within the above referenced subdivision meet the frontage and area requirements of the Summit County Zoning Ordinance.

Signed this 24th day of March, 2017.



9239283
License No.

BOUNDARY DESCRIPTION

All of Lot 8, subdivision Plat (Second Amendment) for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility, Park City, Summit County, Utah.

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

Beginning at a point which is 3540.63 feet North 89°52'38" West along the Section line and 503.34 feet North 0°07'22" West to the Southeast corner of the Lot 10 also being on the West line of Round Valley Drive, and running thence two (2) courses along said Lot 10 as follows: (1) North 77°16'12" West 425.08 feet; (2) South 12°43'48" West 25.00 feet to the North line of Lot 3; thence North 77°16'12" West 260.51 feet along said North line to the Northwest corner thereof, being the Northeast corner of Lot 5; thence two (2) courses along said North line as follows: (1) North 72°46'08" West 81.81 feet; and (2) North 69°17'16" West 168.51 feet to the Easterly line of Gilmore Way and a point on the arc of a curve; thence five (5) courses along said Easterly line as follows: (1) Northeasterly along said Easterly line and the arc of a 750.00 foot Radius curve to the left a distance of 232.36 feet (Delta Angle equals 17°45'03", Center bears North 67°30'28" West, and Long Chord bears South 13°37'00" West 231.43 feet); (2) North 4°44'29" East 148.10 feet to a point of curvature; (3) Northeasterly along the arc of a 175.00 foot Radius curve to the right a distance of 141.32 feet (Delta Angle equals 46°16'02", Center bears South 85°15'31" East, and Long Chord bears South 27°52'30" West 137.51 feet); (4) North 51°00'31" East 113.46 feet to a point of curvature; and (5) Northeasterly along the arc of a 225.00 foot Radius curve to the right a distance of 68.64 feet (Delta Angle equals 17°28'46", Center bears North 38°59'29" West, and Long Chord bears South 42°16'08" West 68.38 feet) to the Southwesterly Corner of Lot 6; thence South 27°31'09" East 224.46 feet along the Southwesterly line of said Lot 6 to the Southerly Corner thereof, being the Northwesterly Corner of Lot 7; thence South 3°11'55" West 249.40 feet to the Southwesterly Corner of the said Lot 7; thence North 69°19'37" East 580.89 feet along the Southerly line of said Lot 7 to the Southeastery Corner thereof, being on the West line of Round Valley Drive; thence three (3) courses along said West line as follows: (1) South 13°49'00" East 87.29 feet to a point of curvature; (2) Southeasterly along the arc of a 970.00 foot Radius curve to the right a distance of 489.43 feet (Delta Angle equals 28°54'35", Center bears South 76°11'00" West, and Long Chord bears North 0°38'18" East 484.26 feet); and (3) South 15°05'35" West 15.10 feet to the point of beginning.

Contains: 9.934 acres

NARRATIVE

The Subdivision Plat was requested by Mr. Morgan Busch of IHC Health Services, Inc. for the purposes of subdividing Lot 8 into two lots and amending Lot 8 of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility, Park City, Summit County, Utah.

A line bearing South 89°52'38" East between the Southwest Corner and the Southeast Corner of Section 35, Township 1 South, Range 4 East was used as the basis of bearings.

Lot corners were monumented as shown.

OWNER'S CERTIFICATION

IHC Health Services, Inc., a Utah nonprofit corporation, being the owner of the herein described tracts of land, hereby sets apart and subdivides the same into the lots as shown on this Subdivision Plat, and grants to Park City Municipal Corporation (a) a 10' wide nonexclusive public utility easement along Round Valley Drive as shown hereon, the same to be used for the installation, operation and maintenance of public utility service lines, snow storage and drainage, and (b) a 10' wide nonexclusive public utility easement along Gilmore Way as shown hereon, the same to be used for the installation, operation and maintenance of public utility service lines, snow storage and drainage.

IHC Health Services, Inc., a Utah nonprofit corporation.

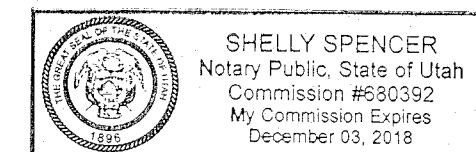
By: Clay Ashdown
Print Name: Clay L. Ashdown
Title: VP

ACKNOWLEDGMENT

State of Utah
County of Summit } ss

The foregoing instrument was acknowledged before me this 14 day of March, 2017, by Clay Ashdown, the VP of IHC Health Services, Inc. a Utah nonprofit corporation.

Residing At: Salt Lake City, UT
Commission Number: 680392
Commission Expires: 12/31/2018
By: Shelly Spencer
Print Name: Shelly Spencer

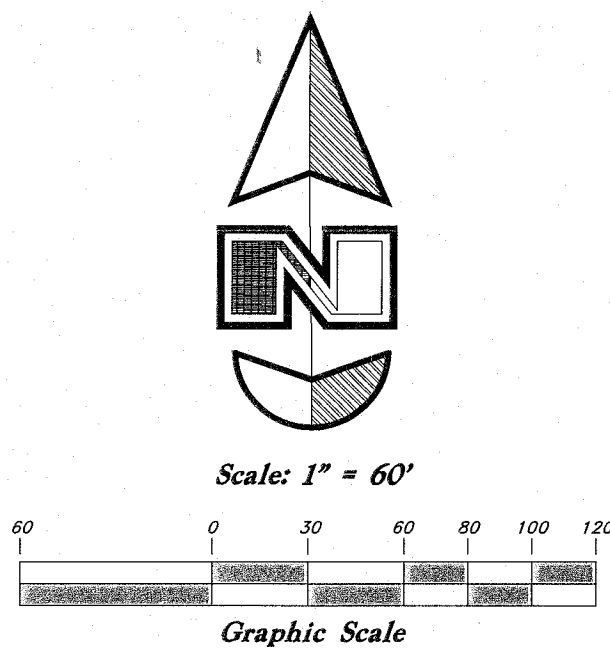


SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

Reviewed for conformance to Snyderville Basin Water Reclamation District standards on this 28th day of March, 2017.

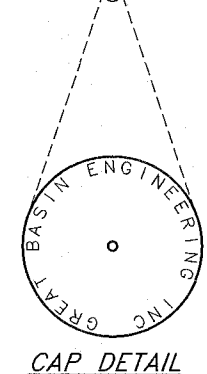
By: B.P.C.
S.B.W.R.D. Authorized Representative

SUMMIT COUNTY RECORDER	
ENTRY NO. <u>1067219</u>	FEE PAID <u>\$32.00</u>
RECORDED <u>4/12/2017</u>	FILED FOR RECORD AND
3:30 PM IN BOOK <u>2</u>	OF OFFICIAL
RECORDS, PAGE <u>1</u>	RECORDED
FOR <u>STOEL RIVES LLP</u>	
SUMMIT COUNTY RECORDER	
BY: <u>C. Willoughby</u>	

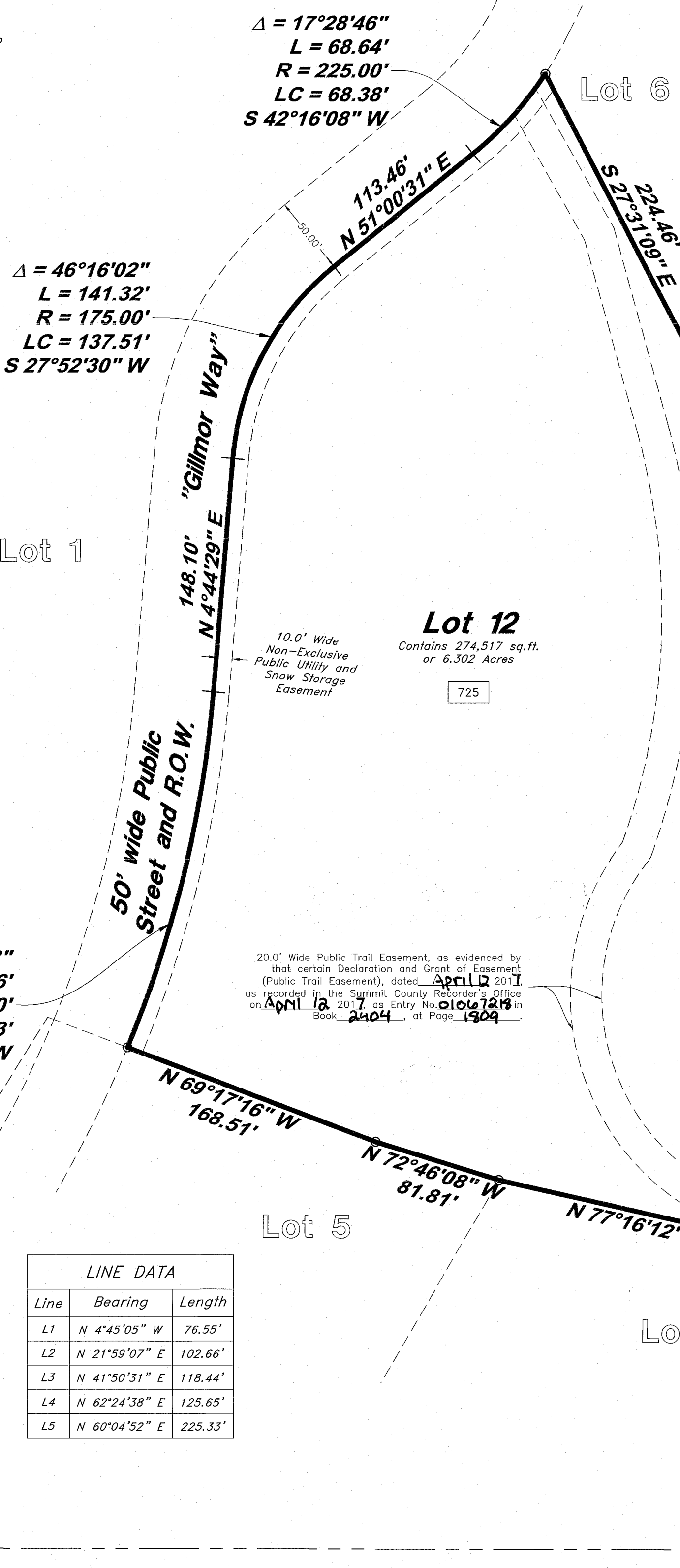


LEGEND

Set Nail & Washer
Set Hub & Tack
Monument to be set
Found Rebar & Cap
Radial Line
Non-Radius Line
Measured Distances
Set Rebar & Cap



A 5/8" rebar 24" long with plastic cap (see detail above) was set at all property corners as shown.



LINE DATA		
Line	Bearing	Length
L1	N 4°45'05" W	76.55'
L2	N 21°59'07" E	102.66'
L3	N 41°50'31" E	118.44'
L4	N 62°24'38" E	125.65'
L5	N 60°04'52" E	225.33'

PARK CITY ENGINEER

This Subdivision Plat is in conformance with information on file in the Office of the Park City Engineering Department on this 24th day of March, 2017.

Signature: [Signature]

PARK CITY PLANNING COMMISSION

Approved by the Park City Municipal Corporation Planning Commission on this 22nd day of June, 2016.

Signature: [Signature]
Planning Commission Chair

PARK CITY COUNCIL APPROVAL

Approved and Accepted by the Park City Municipal Corporation Council this 21st day of July, 2016.

Signature: [Signature]
City Recorder
Signature: [Signature]
Mayor

APPROVED AS TO FORM

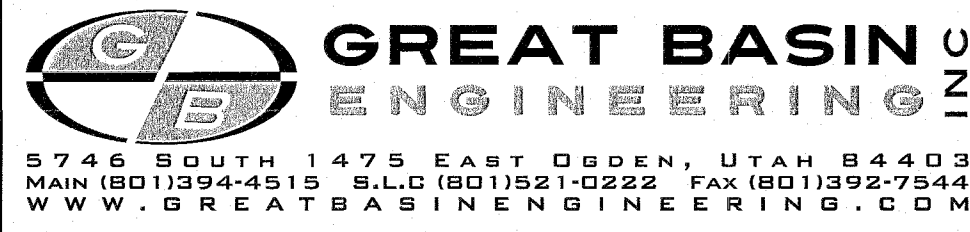
Approved as to form on this 6th day of April, 2017.

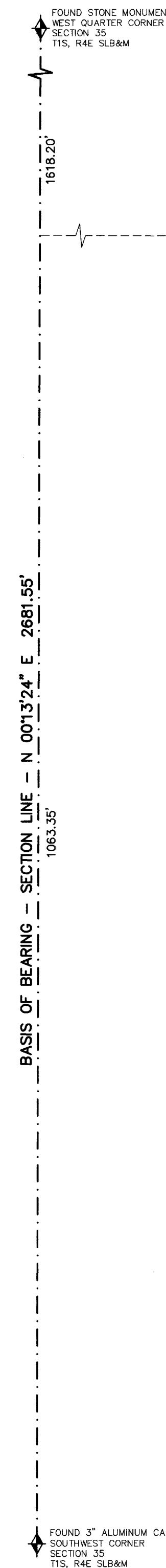
Signature: [Signature]
Park City Attorney

CERTIFICATE OF ATTEST

I certify that this Subdivision Plat was approved by the Park City Council the 21st day of July, 2016.

Signature: [Signature]
Park City Recorder





LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 71°03'32" E	84.43
L2	N 13°49'00" W	44.69

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	173.60	181.83	60°00'47"	N 78°56'04" E	173.63
C2	98.98	144.96	83°55'00"	S 28°06'02" E	132.35

SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7248891, as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots, together with easements, hereafter to be known as INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS/JUSSA HEADQUARTERS AND TRAINING FACILITY—FOURTH AMENDMENT AMENDING LOT 4 and that the same has been monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

LOT 4, INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS USSA HEADQUARTERS AND TRAINING FACILITY SUBDIVISION, SECOND AMENDED, according to the official plat on file in the Summit County Recorder's Office, records of Summit County, Utah.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Park City Municipal Corporation, a Utah municipal corporation, owner of the herein described tract of land, to be known hereafter as INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS/JUSSA HEADQUARTERS AND TRAINING FACILITY-FOURTH AMENDMENT AMENDING LOT 4, does hereby certify that it has caused this plat amendment to be prepared, and does hereby consent to the recordation of this plat amendment.

ALSO, the owner hereby irrevocably offers for dedication to Park City all the easements shown on this plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this 13th day of March, 2019.

PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation

By: Andy Beerman
Andy Beerman, Mayor

ACKNOWLEDGMENT

State of Utah)
County of Summit) ss.

On this 13th day of March, 2019, Andy Beerman personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Andy Beerman acknowledged to me that he is the authorized representative of Park City Municipal Corporation, a Utah municipal corporation, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Michelle Kellogg
Notary Public

A Notary Public commissioned in Utah

Michelle Kellogg
Printed Name

Residing in: Park City, Utah

My commission expires: 5-19-20

Commission No.: 683187

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2018-62.
2. See Record of Survey S-9659.
3. At the time of this plat amendment, the property is located in Zone X, areas determined to be outside the 0.2% annual chance floodplain, as shown on the Flood Insurance Rate Map of the Federal Emergency Management Agency, Panel 940, Map Number 49043C0940C and has an effective date of March 16, 2006.
4. All conditions of approval of the IHC Annexation and the IHC/USSA Subdivision, as amended, shall continue to apply.
5. Dry utility infrastructure must be located on the property and shown on the building plans prior to building permit issuance to ensure that utility companies verify that the areas provided for their facilities are viable and that exposed meters and boxes can be screened with landscaping elements.
6. Final utility, storm water, and grading plans must be approved by the City Engineer and SBWRD prior to Building Permit issuance. All required easements shall be dedicated on the plat prior to recordation.
7. Any wetlands delineation older than five (5) years shall be updated and submitted to the City prior to building permit issuance for development on the lots. All required Corps of Engineer approvals and permits shall be submitted prior to issuance of a building permit on the lots.
8. All development, such as buildings and parking areas, proposed on these lots shall comply with LMC required wetlands protection buffer areas in effect at the time of the building permit application.
9. Each lot is over 1.0 acre and will be required to meet the requirements of the Separate Storm Sewer System (MS4) Storm-Water Program.
10. EP: Lots 4 & 13 may each require a privately owned and operated wastewater ejector pump for wastewater service.

LEGEND

- Set 5/8" rebar w/cap
"ALLIANCE ENGINEERING"
(Unless noted otherwise)

SHEET 1 OF 1

2/13/19 JOB NO.: 17-5-18 FILE: X:\QuinnsJunction\dwg\srv\plat2018\170518.dwg

(435) 649-9467 Alliance Engineering Inc. CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS <u>17th</u> DAY OF <u>February</u>, 2019 BY <u>[Signature]</u> S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 24TH DAY OF <u>OCTOBER</u>, 2018 BY <u>[Signature]</u> CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS <u>6th</u> DAY OF <u>MARCH</u>, 2019 BY <u>G. Kevin Taylor</u> PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS <u>8th</u> DAY OF <u>MARCH</u>, 2019 BY <u>T. Tracy</u> PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 29TH DAY OF NOVEMBER, 2018 BY <u>[Signature]</u> MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 29TH DAY OF NOVEMBER, 2018 BY <u>[Signature]</u> PARK CITY RECORDER	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF <u>Park City Municipal Corp</u> \$ <u>0.00</u> <u>Rhonda Hansen Recorder</u> FEE RECORDER TIME <u>9:44 AM</u> DATE <u>3/14/2019</u> ENTRY NO. <u>1107497</u>
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EXHIBIT D – Applicant’s Statement

**PARK CITY MEDICAL CENTER
MEDICAL CAMPUS**

**3RD AMENDMENT FOR IHC MASTER PLAN DEVELOPMENT
PARK CITY PLANNING COMMISSION**

APRIL 18, 2019

2nd Amended IHC Master Planned Development

Intermountain Healthcare submitted a pre-MPD application to the Park City Planning Department on February 18, 2015 requesting MPD amendments to:

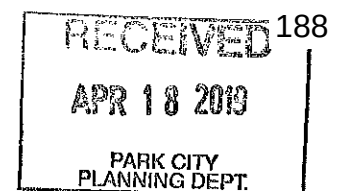
1. Address part of the affordable housing obligation by leasing land on lot 8 to Peace House for the construction of a new Peace House facility
2. Subdivision of Lot 8 into two lots, the eastern portion of lot 8 to be leased to Peace House, and the western portion of lot 8 to become lot 12 and retained by Intermountain Healthcare
3. Add 50 units of additional density
4. Make corrections to conditions 16 and 17 of the October 8th, 2014 conditions of approval
5. Have a development agreement covering all items of the original MPD and all amendments

On August 26th, the Park City Planning Commission reviewed the pre-MPD application and approved the concept of Peace House on lot 8 and the corrections to number 16 and number 17 of the conditions of approval from October 8th, 2014.

On October 28th, the Park City Planning Commission reviewed the pre-MPD requests for the subdivision of lot 8 and additional density. The commission accepted the subdivision request and will take formal action at their November 11th meeting. The commission continued the discussion of additional density.

The Planning Commission also requested that Intermountain consider moving ahead with the Peace House, subdivision, and corrections as one MPD amendment, and allow the Planning Commission, the city, and Intermountain more time to address the questions about the additional density request before taking action. Intermountain accepted the Planning Commission's recommendation, based on the Planning Commission's assurance that the request for additional density will be considered in as a separate MPD amendment.

On November 10, 2015 Intermountain submitted an MPD amendment that included locating Peace House on Lot 8, the subdivision of Lot 8, and administrative adjustments to conditions of approval from the First Amended IHC Master Plan Development of October 8, 2014. The Planning Commission approved this Second Amended IHC Master Planned Development on January 13, 2016. As part of this approval, the Planning



Commission also directed that a development agreement be written to memorialize MPD amendments. The development agreement was completed in December 2017.

3rd Amended IHC Master Planned Development - Additional Density Request

Intermountain Healthcare decided to wait on submitting this application while the Treasure Mountain project was on the Planning Commission agenda. With the successful vote on the bonds to resolve that issue, Intermountain feels the time has come to reconsider the request for additional density.

Background

During the annexation process, the CT zone was developed as the best way for Intermountain to be able to build a hospital, and for Park City Municipal Corporation to have entry areas into the city, consistent with the city's vision. Since the approved density in the annexation agreement was for 415 units; 180 units to Intermountain for the hospital; 150 units to Intermountain for medical support space, and 85 units to USSA, the density per acre for both MPDs combined is 2.61 units. Intermountain's MPD was approved using the 3:1 density bonus standards in the CT zone. Intermountain's MPD already meets the open space, frontage protection zone, and additional enhanced public benefit standards. The parking and affordable housing standards were to be met as Intermountain actually built all of the approved density.

Request

With the construction of the North Building, Intermountain has fully built out all of the approved medical support density. There are still 96.7 units (161,200 square feet) of hospital density that has not been built.

Intermountain Healthcare requests approval of an additional 50 units (50,000 square feet) of medical support density be approved as part of the Master Planned Development. We are proposing that 20 units be approved on Lot 6 for a future ambulatory surgery center, and the other 30 units be approved on Lot 1, to be built separately or added to future phases of the already approved hospital density.

As part of this application Intermountain has completed both a traffic study and a parking study. The Planning Commission had placed a condition of approval on Intermountain to complete a parking study with our next application for CUP or building permit. Since parking is a CT zone requirement, we decided to complete and submit the parking study with this application to fulfill that condition of approval.

Compliance with CT Zone Requirements

When approved this would increase the units from 415 units to 465 units, and the units per acre from 2.61 to 2.93.

Open Space – The open space would remain above 80%.

Frontage Protection Zone No-Build Setback – All buildings on the campus are located outside of the frontage protection zone setback.

Parking – A parking study completed by Fehr and Peers is attached to this application. We believe the existing parking at the hospital, is consistent with purpose E of the CT zone: “Require building and site solutions that minimize the visual impacts of parking and parking lot lighting from the entry corridor and adjacent neighborhoods and land uses.” Much of the parking at the hospital is located behind the buildings or screened by berms to minimize the visual impact. Our parking plan is to have surface parking on Lot 6, consistent with that on the other medical support and public benefit buildings on campus, and to add any additional needed parking on the hospital campus within the limits of already developed space, not take over current open space.

Additional Enhanced Public Benefit Dedication – Public benefits such as the land for the County Health/People’s Health building, land for Peace House, land for USSA, and the paved trails on the open space land are already in place.

Affordable Housing – Intermountain has submitted an amendment to our affordable housing plan to Park City Municipal Corporation. This amendment, if approved, would completely satisfy all of Intermountain’s affordable housing obligations from the annexation agreement (including for the unbuilt 96.7 units of hospital density) and fulfill the affordable housing obligations for the 20 requested units of additional medical support density in this application. The affordable housing obligation for the 30 additional units requested for Lot 1 would need to be completed when that density is built.

EXHIBIT E – Intermountain Healthcare Proposed Park City Hospital Campus Master Plan



Intermountain Healthcare Proposed Park City Hospital Campus Master Plan

- PROPOSED HOSPITAL ADDITION
- PROPOSED MEDICAL SUPPORT BUILDING
- PROPOSED ADDITIONAL SURFACE PARKING
- PROPOSED STRUCTURE PARKING
- PEDESTRIAN CONNECTION

EXHIBIT F – Fehr and Peers Park City Hospital Traffic Study

Park City Hospital Traffic Study

TECHNICAL MEMORANDUM

To: Kim Menge, RN, Intermountain Healthcare
Date: February 20, 2019
From: Seishi Yamagata, PE, Fehr & Peers
Preston Stinger, PTP, LEED GA Fehr & Peers
Subject: **Park City Hospital Traffic Study**

UT18-2135

EXECUTIVE SUMMARY

The purpose of this study is to determine the potential impacts to traffic conditions due to the proposed expansion of the Intermountain Healthcare (IHC) Park City Hospital located in Park City, Utah. The proposed expansion includes net 140,000 square feet of medical use. Under existing conditions, all study intersections operate at acceptable delays and Levels of Service (LOS). With the additional traffic from the proposed expansion, all study intersections continue to operate at acceptable delays and LOS. The traffic on Round Valley Drive is partially attributed to vehicles accessing the recreational areas on Gillmor Way and the existing Park City Clinic Building. It was observed that for existing plus project conditions, the total vehicles on Round Valley Drive that are directly accessing the Park City Hospital is about 63% inbound, 60% outbound in the AM peak hour, and 50% inbound, 61% outbound in the PM peak hour. No mitigation measures are recommended for existing plus project conditions.

It is assumed that the hospital expansion will be fully built out by 2024. Under 2024 conditions, all study intersections continue to operate at acceptable delays and LOS with the estimated background growth. Furthermore, with the additional traffic from the proposed expansion, all study intersections continue to operate at acceptable delays and LOS. It was observed that for 2024 plus project conditions, the total vehicles on Round Valley Drive that are directly accessing the Park City Hospital is about 60% inbound, 56% outbound in the AM peak hour, and 47% inbound, 58% outbound in the PM peak hour. This is due to the background traffic growing faster than traffic related to the hospital. No mitigation measures are recommended for 2024 plus project conditions.

A summary of delay and LOS for all conditions is reported in Table ES-1 below.



TABLE ES-1 AM & PM PEAK HOUR LOS COMPARISON

Intersection	Period	Existing 2019	Existing 2019 Plus Project	Future 2024 Background	Future 2024 Plus Project
		LOS & Delay (Sec/Veh)	LOS & Delay (Sec/Veh)	LOS & Delay (Sec/Veh)	LOS & Delay (Sec/Veh)
1 SR-248 / Round Valley Drive	AM	A / 6	A / 9	A / 7	B / 14
	PM	A / 9	B / 11	B / 10	B / 12
2 Round Valley Drive / Gillmor Way	AM	A / 9	B / 10	B / 10	A / 9
	PM	B / 11	B / 11	B / 11	B / 12
3 Round Valley Drive / Clinic Access	A / 6	A / 6	A / 7	A / 6	A / 6
	A / 7	A / 7	A / 7	A / 7	A / 7
4 Round Valley Drive / Intermountain Access	AM	A / 1	A / 2	A / 1	A / 2
	PM	A / 1	A / 2	A / 1	A / 2

Source: Fehr & Peers 2019.

INTRODUCTION

The purpose of this study is to determine the potential impacts to traffic conditions due to the proposed expansion of the IHC Park City Hospital in Park City, Utah. **Figure 1** shows the location of the study area. This memorandum will discuss:

- The existing conditions in the study area.
- Intersection conditions with additional traffic from the proposed expansion of the Park City Hospital.
- Intersection conditions with background growth in 2024.
- Intersection conditions with additional traffic from the proposed expansion of the Park City Hospital in 2024.
- Possible mitigation measures needed to address the increase in traffic generated by the proposed expansion.

STUDY AREA

This study analyzes the traffic operations at the following study intersections:

- 1) SR-248 / Round Valley Drive
- 2) Round Valley Drive / Gillmor Way
- 3) Round Valley Drive / Clinic Access
- 4) Round Valley Drive / Park City Hospital Access

TRAFFIC VOLUMES

Traffic counts at the study intersections were collected to establish a baseline of existing conditions and operations for the area. At the study intersections, AM peak period traffic counts were recorded from 7:00 AM to 9:00 AM and PM peak period traffic counts were recorded from 4:00 PM to 6:00 PM on Tuesday, January 8, 2019 (see Appendix for counts).



Figure 1: Project Locations

FEHR & PEERS

Lot 6 Site: 20,000 square feet of potential medical support space (Scenarios 1-3)

Lot 1 Expansion Site: 30,000 square feet of hospital expansion (Scenarios 2 and 3) and 90,000 square feet of additional hospital expansion (Scenario 3)

ANALYSIS METHODOLOGY

LOS is a term that describes the operating performance of an intersection or roadway. LOS is measured quantitatively and reported on a scale from A to F, with A representing the best performance and F the worst. Table 1 provides a brief description of each LOS letter designation and an accompanying average delay per vehicle for unsignalized intersections. The Highway Capacity Manual 2010 (HCM 2010) methodology was used in this study to remain consistent with “state-of-the-practice” professional standards.

TABLE 1 LEVEL OF SERVICE DESCRIPTIONS

LOS	Description	Signalized Intersections	Unsignalized Intersections
		Avg. Delay (sec/veh) ¹	Avg. Delay (sec/veh) ²
A	<i>Free Flow / Insignificant Delay</i>		
	Extremely favorable progression. Individual users are virtually unaffected by others in the traffic stream.	< 10.0	< 10.0
B	<i>Stable Operations / Minimum Delays</i>		
	Good progression. The presence of other users in the traffic stream becomes noticeable.	> 10.0 to 20.0	> 10.0 to 15.0
C	<i>Stable Operations / Acceptable Delays</i>		
	Fair progression. The operation of individual users is affected by interactions with others in the traffic stream	> 20.0 to 35.0	> 15.0 to 25.0
D	<i>Approaching Unstable Flows / Tolerable Delays</i>		
	Marginal progression. Operating conditions are noticeably more constrained.	> 35.0 to 55.0	> 25.0 to 35.0
E	<i>Unstable Operations / Significant Delays Can Occur</i>		
	Poor progression. Operating conditions are at or near capacity.	> 55.0 to 80.0	> 35.0 to 50.0
F	<i>Forced, Unpredictable Flows / Excessive Delays</i>		
	Unacceptable progression with forced or breakdown of operating conditions.	> 80.0	> 50.0

1. Overall intersection LOS and average delay (seconds/vehicle) for all approaches.

2. Worst movement LOS and delay (seconds/vehicle) only.

Source: Fehr & Peers descriptions, based on 2010 Highway Capacity Manual.

EXISTING 2019 CONDITIONS

PURPOSE

The purpose of the 2019 existing conditions analysis is to study the intersections during the peak travel periods of the day under existing traffic and geometric conditions. Through this analysis, existing traffic operational deficiencies can be identified.

LEVEL OF SERVICE ANALYSIS

Using VISSIM software and the HCM 2010 delay thresholds introduced above, the existing weekday AM and PM peak hour LOS were computed for each study intersection. The results of this analysis are reported in **Figure 2** and **Table 2** (see Appendix for the detailed LOS report).

As shown in **Table 2**, all study intersections operate at acceptable LOS (LOS D or better) during both AM and PM peak hours.

TABLE 2 EXISTING 2019 CONDITIONS AM & PM PEAK HOUR LOS

Intersection				Worst Movement ¹			Overall Intersection	
ID	Location	Period	Control	Movement ³	Delay (sec/veh)	LOS	Avg. Delay (sec/veh) ²	LOS
1	SR-248 / Round Valley Drive	AM	Signal	-	-	-	6	A
		PM		-	-	-	9	A
2	Round Valley Drive / Gillmor Way	AM	EB Stop	EB RT	9	A	-	-
		PM		EB LT	11	B	-	-
3	Round Valley Drive / Clinic Access	AM	EB Stop	EB LT	6	A	-	-
		PM		EB RT	7	A	-	-
4	Round Valley Drive / Park City Hospital Access	AM	Roundabout	-	-	-	1	A
		PM		-	-	-	1	A

1. This represents the worst movement LOS and delay (seconds/vehicle) and is only reported for side-street stop controlled intersections.

2. This represents the overall intersection LOS and delay (seconds/vehicle).

3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound, LT=Left-turn, RT=Right-turn, and TH=Through

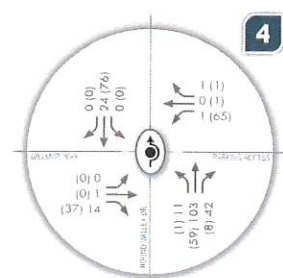
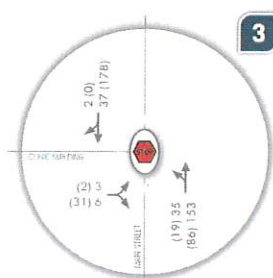
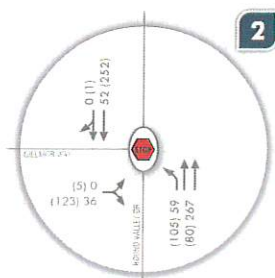
Source: Fehr & Peers 2019.



Figure 2: Existing Traffic Conditions (2019)

FEHR PEERS

Level of Service: **A B C D E F** AM PM



PROJECT CONDITIONS

PURPOSE

The project conditions analysis explains the type and intensity of the proposed development in the study area. This analysis provides the basis for trip generation, distribution, and assignment of development trips to the surrounding study intersections defined in the Introduction.

PROPOSED DEVELOPMENTS

The proposed expansion to the Park City Hospital consists of the following:

- 90,000 ft² of additional hospital use on Lot 1
- 30,000 ft² of medical support use on Lot 1
- 20,000 ft² of medical support use on Lot 6

The proposed project will be accessed at the existing accesses to the hospital. It was also assumed that the medical support on Lot 6 will share access with the existing clinic building on Lot 7.

TRIP GENERATION

The counts performed at the Park City Hospital access were used to compare trip generation rates to national rates published in the Institute of Transportation Engineers (ITE) Trip Generation, 10th Edition, 2017. **Table 3** shows the comparison of the trip generation rates computed from the counts and the trip generation rates presented by ITE. As shown in **Table 3**, the existing Park City Hospital experiences slightly lower trip generation rates in the AM peak hour, and slightly higher trip generation rates in the PM peak hour compared to the ITE rates. The local data collected from the existing hospital was assumed to be more accurate for the purpose of this study, therefore the trip generation rates computed from the Park City Hospital were used to estimate the trip generation for the expansion of the hospital.

TABLE 3 COMPARISON OF TRIP GENERATION RATES FOR HOSPITAL

Source	Period ¹	Average Rate ²	% Entering	% Exiting
Park City Hospital	AM	0.84	80%	20%
	PM	1.05	28%	72%
ITE Hospital (Land Use 610)	AM	0.89	68%	32%
	PM	0.97	32%	68%

1. AM and PM peak hour of adjacent street traffic.

2. Number of trips per 1,000 ft². Computed based on existing 233,815 ft² of usable area of the existing Park City Hospital.

Source: Fehr & Peers, 2019.

The expansion for medical support was assumed to be similar to the existing Park City Clinic Building on Lot 7. Counts performed at the existing clinic were used to compare trip generation rates presented in ITE. **Table 4** shows the comparison of the trip generation rates computed from the counts and the trip generation rates presented by ITE. As shown in **Table 4**, the existing clinic counts are lower than the ITE trip generation rates. To be conservative, the higher trip generation rates presented by ITE were used for this study for the medical support expansion.

TABLE 4 COMPARISON OF TRIP GENERATION RATES FOR CLINIC

Source	Period ¹	Average Rate ²	% Entering	% Exiting
Park City Clinic Building	AM	1.84	80%	20%
	PM	2.08	37%	63%
ITE Clinic (Land Use 630)	AM	3.69	78%	22%
	PM	3.28	29%	71%

1. AM and PM peak hour of adjacent street traffic.

2. Number of trips per 1,000 ft². Computed based on existing 25,000 ft² of usable area of the existing Park City Clinic Building.

Source: Fehr & Peers, 2019.

The total trips generated by the proposed expansion of the development is shown in **Table 5**.

TABLE 5 TRIP GENERATION FOR PROPOSED EXPANSION

Land Use ¹	Number of Units	Unit Type	AM Peak Hour Trip Generation ²	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New AM Peak Hour Trips
Hospital	90,000	Square Feet	76	80%	20%	61	15	76
Clinic (630)	50,000	Square Feet	185	78%	22%	144	41	185
Weekday AM Peak Hour Trips						205	56	261
Land Use ¹	Number of Units	Unit Type	PM Peak Hour Trip Generation ²	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New PM Peak Hour Trips
Hospital	90,000	Square Feet	95	28%	72%	26	69	95
Clinic (630)	50,000	Square Feet	164	29%	71%	47	117	164
Weekday PM Peak Hour Trips						73	186	259

1. (XXX) Indicates ITE Land Use Code. Land Use Code from the Institute of Transportation Engineers - 10th Edition Trip Generation Manual (ITE Manual)

2. Traffic Generated by the development according to observed rates for the hospital and trip generation rates provided in the ITE Manual for the clinic.

3. Percentage of trips Entering and Exiting the development according to observed distributions for the hospital and the distributions in the ITE Manual for the clinic.

SOURCE: Fehr & Peers, 2019

TRIP DISTRIBUTION AND ASSIGNMENT

Project traffic was assigned to the roadway network based on the proximity of major streets and freeways, roadway network, high population densities, and regional trip attractions. Employee zip code information was provided by the Park City Hospital, which was also factored into trip distribution assumptions.

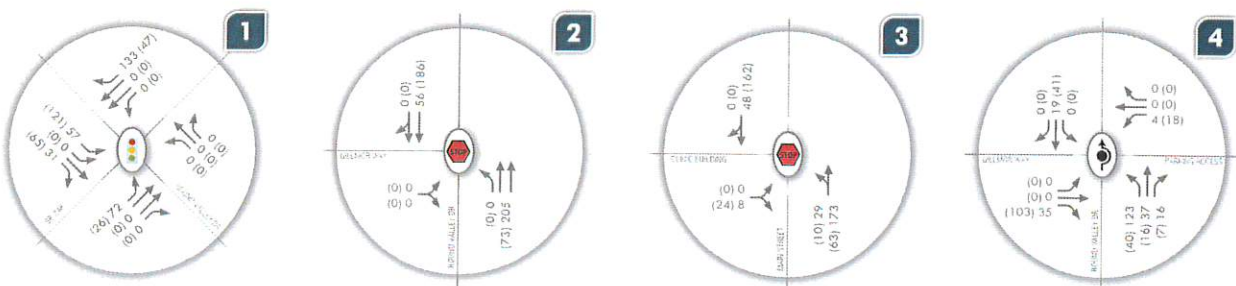
The project-generated trips were distributed to and from these directions, in the corresponding percentages:

- 65% North (using SR-248)
- 35% South (using SR-248)

These trip distribution assumptions were used to distribute project generated traffic to the study area intersections as shown in Figure 3.



Figure 3: Project-Generated Trips



EXISTING 2019 PLUS PROJECT CONDITIONS

PURPOSE

The purpose of the existing 2019 plus project conditions analysis is to evaluate the impact of the proposed hospital expansion after completion on the study intersections. In order to analyze this impact, the existing 2019 weekday AM and PM peak hour traffic volumes were combined with volumes generated by the proposed expansion for the AM and PM peak hour. Intersection LOS analyses were then performed to show the impact of the proposed expansion.

TRAFFIC VOLUMES

In order to evaluate the impacts of the proposed development, project-generated traffic was added to the existing 2019 AM and PM peak hour volumes to yield “existing 2019 plus project” weekday peak hour traffic volumes at the study intersections. The resulting traffic volumes are displayed in **Figure 4**.

LEVEL OF SERVICE ANALYSIS

Using VISSIM software and the HCM 2010 delay thresholds, existing 2019 plus project weekday AM and PM peak hour LOS were computed for each study intersection. The results of this analysis are reported in **Table 6** (see Appendix for the detailed LOS report).

As shown in **Table 6**, all study intersections operate at acceptable LOS (LOS D or better) during both AM and PM peak hours. With the project-generated trips, the SR-248 / Round Valley Drive intersection operates at a LOS B (LOS A in existing conditions) in the PM peak hour, and the Round Valley Drive / Gillmor Way intersection operates at a LOS B (LOS A in existing conditions) in the AM peak hour. All other intersections operate at the same LOS as in existing conditions. Therefore, it can be seen that the project-generated trips have minimal impacts to the study intersections.

The traffic on Round Valley Drive is partially attributed to vehicles accessing the recreational areas on Gillmor Way and the existing Park City Clinic Building. It was observed that for existing plus project conditions, the total vehicles on Round Valley Drive that are directly accessing the Park City Hospital is about 63% inbound, 60% outbound in the AM peak hour, and 50% inbound, 61% outbound in the PM peak hour. The breakdown of the trips accessing each driveway on Round Valley Drive is shown in **Figure 4**.



Figure 4: Existing Plus Project Traffic Conditions (2019)

FEHR PEERS

Level of Service: **A B C D E F** AM PM

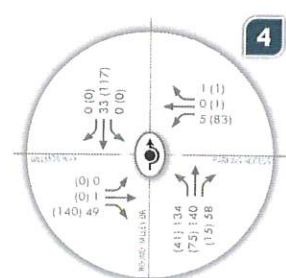
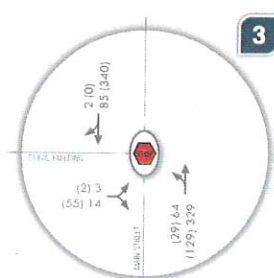
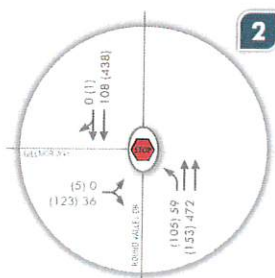


TABLE 6 EXISTING 2019 PLUS PROJECT CONDITIONS AM & PM PEAK HOUR LOS

Intersection				Worst Movement ¹			Overall Intersection	
ID	Location	Period	Control	Movement ³	Delay (sec/veh)	LOS	Avg. Delay (sec/veh) ²	LOS
1	SR-248 / Round Valley Drive	AM	Signal	-	-	-	9	A
		PM		-	-	-	11	B
2	Round Valley Drive / Gillmor Way	AM	EB Stop	EB RT	10	B	-	-
		PM		EB RT	11	B	-	-
3	Round Valley Drive / Clinic Access	AM	EB Stop	EB RT	6	A	-	-
		PM		EB RT	7	A	-	-
4	Round Valley Drive / Park City Hospital Access	AM	Roundabout	-	-	-	2	A
		PM		-	-	-	2	A

1. This represents the worst movement LOS and delay (seconds/vehicle) and is only reported for side-street stop controlled intersections.

2. This represents the overall intersection LOS and delay (seconds/vehicle).

3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound, LT=Left-turn, RT=Right-turn, and TH=Through

Source: Fehr & Peers 2019.

MITIGATION

As shown in **Table 6**, the impacts of additional traffic from the proposed development expansion to traffic operations at the study intersections are minimal. All study intersections operate at acceptable LOS in the existing conditions, and continue to operate at acceptable LOS with the completion of the proposed development expansion. No mitigation measures are recommended at the study intersections.

FUTURE 2024 BACKGROUND CONDITIONS

PURPOSE

The purpose of the future 2024 background conditions analysis is to evaluate the study intersections during the peak travel periods of the day under projected 2024 traffic volumes. This analysis provides a baseline condition for the year 2024, which can be used to determine future project impacts.

TRAFFIC VOLUMES

The future background traffic volumes for 2024 were estimated using recent traffic counts, historical growth rates, and forecasted volumes from the Mountain Model. The following annual growth rates were estimated for the following roadways:

- 4.1% - SR-248

A minimal annual growth of 0.5% was also assumed to be applicable to Gillmor Way for this study. The estimated growth rates were applied to the existing 2019 AM and PM peak hour volumes to yield "future 2024 background" weekday peak hour traffic volumes at the study intersections. The resulting traffic volumes are displayed in **Figure 5**.

LEVEL OF SERVICE ANALYSIS

Using VISSIM software and the HCM 2010 delay thresholds, future 2024 background weekday AM and PM peak hour LOS were computed for each study intersection. The results of this analysis are reported in **Table 7** (see Appendix for the detailed LOS report).

As shown in **Table 7**, all study intersections operate at acceptable LOS (LOS D or better) during both AM and PM peak hours. With the background growth, the SR-248 / Round Valley Drive intersection operates at a LOS B (LOS A in existing conditions) in the PM peak hour, and the Round Valley Drive / Gillmor Way intersection operates at a LOS B (LOS A in existing conditions) in the AM peak hour. All other intersections operate at the same LOS as in existing conditions.



Figure 5: Future Traffic Conditions (2024)

FEHR & PEERS

Level of Service: **A** **B** **C** **D** **E** **F** **AM** **PM**

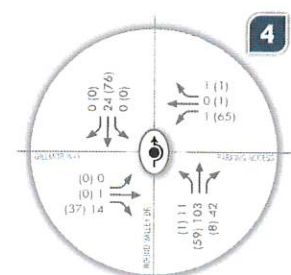
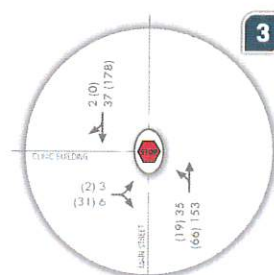
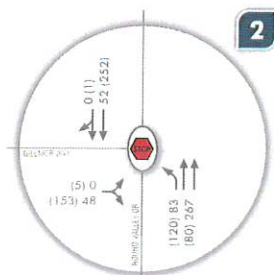


TABLE 7 FUTURE 2024 BACKGROUND CONDITIONS AM & PM PEAK HOUR LOS

Intersection				Worst Movement ¹			Overall Intersection	
ID	Location	Period	Control	Movement ³	Delay (sec/veh)	LOS	Avg. Delay (sec/veh) ²	LOS
1	SR-248 / Round Valley Drive	AM	Signal	-	-	-	7	A
		PM		-	-	-	10	B
2	Round Valley Drive / Gillmor Way	AM	EB Stop	EB RT	10	B	-	-
		PM		EB RT	11	B	-	-
3	Round Valley Drive / Clinic Access	AM	EB Stop	EB LT	7	A	-	-
		PM		EB RT	7	A	-	-
4	Round Valley Drive / Park City Hospital Access	AM	Roundabout	-	-	-	1	A
		PM		-	-	-	1	A

1. This represents the worst movement LOS and delay (seconds/vehicle) and is only reported for side-street stop controlled intersections.

2. This represents the overall intersection LOS and delay (seconds/vehicle).

3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound, LT=Left-turn, RT=Right-turn, and TH=Through
Source: Fehr & Peers 2019.

MITIGATION

As shown in **Table 7**, all study intersections operate at acceptable LOS in the 2024 background conditions. No mitigation measures are recommended at the study intersections.

FUTURE 2024 PLUS PROJECT CONDITIONS

PURPOSE

The purpose of the future 2024 plus project conditions analysis is to evaluate the impact of the proposed hospital expansion after completion on the study intersections in 2024 conditions. It is assumed that the hospital expansion will be fully built out by 2024. In order to analyze this impact, the future 2024 background weekday AM and PM peak hour traffic volumes were combined with volumes generated by the proposed expansion for the AM and PM peak hour. Intersection LOS analyses were then performed to show the impact of the proposed expansion.

TRAFFIC VOLUMES

In order to evaluate the impacts of the proposed development, project-generated traffic was added to the future 2024 background AM and PM peak hour volumes to yield "future 2024 plus project" weekday peak hour traffic volumes at the study intersections. The resulting traffic volumes are displayed in **Figure 6**.

LEVEL OF SERVICE ANALYSIS

Using VISSIM software and the HCM 2010 delay thresholds, future 2024 plus project weekday AM and PM peak hour LOS were computed for each study intersection. The results of this analysis are reported in **Table 8** (see Appendix for the detailed LOS report).

As shown in **Table 8**, all study intersections operate at acceptable LOS (LOS D or better) during both AM and PM peak hours. With the project-generated trips, the SR-248 / Round Valley Drive intersection operates at a LOS B (LOS A in 2024 background conditions) in the AM peak hour. All other intersections operate at the same LOS as in 2024 background conditions. Therefore, it can be seen that the project-generated trips have minimal impacts to the study intersections.

The traffic on Round Valley Drive is partially attributed to vehicles accessing the recreational areas on Gillmor Way and the existing Park City Clinic Building. It was observed that for 2024 plus project conditions, the total vehicles on Round Valley Drive that are directly accessing the Park City Hospital is about 60% inbound, 56% outbound in the AM peak hour, and 47% inbound, 58% outbound in the PM peak hour. The breakdown of the trips accessing each driveway on Round Valley Drive is shown in **Figure 6**.



Figure 6: Future Plus Project Traffic Conditions (2024)

FEHR PEERS

Level of Service: **A B C D E F** AM PM

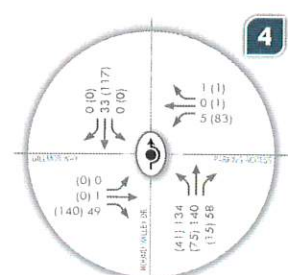
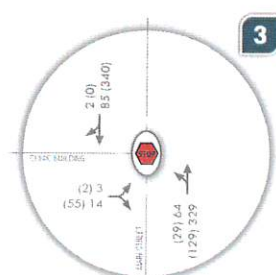
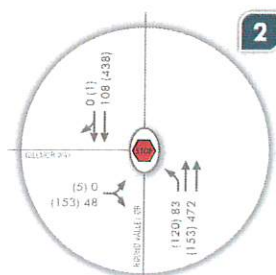


TABLE 8 FUTURE 2024 PLUS PROJECT CONDITIONS AM & PM PEAK HOUR LOS

Intersection				Worst Movement ¹			Overall Intersection	
ID	Location	Period	Control	Movement ³	Delay (sec/veh)	LOS	Avg. Delay (sec/veh) ²	LOS
1	SR-248 / Round Valley Drive	AM	Signal	-	-	-	14	B
		PM		-	-	-	12	B
2	Round Valley Drive / Gillmor Way	AM	EB Stop	EB RT	9	A	-	-
		PM		EB RT	12	B	-	-
3	Round Valley Drive / Clinic Access	AM	EB Stop	EB RT	6	A	-	-
		PM		EB RT	7	A	-	-
4	Round Valley Drive / Park City Hospital Access	AM	Roundabout	-	-	-	2	A
		PM		-	-	-	2	A

1. This represents the worst movement LOS and delay (seconds/vehicle) and is only reported for side-street stop controlled intersections.

2. This represents the overall intersection LOS and delay (seconds/vehicle).

3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound, LT=Left-turn, RT=Right-turn, and TH=Through

Source: Fehr & Peers 2019.

MITIGATION

As shown in **Table 8**, the impacts of additional traffic from the proposed development expansion to traffic operations at the study intersections are minimal in 2024 conditions. All study intersections operate at acceptable LOS in the 2024 background conditions, and continue to operate at acceptable LOS with the completion of the proposed development expansion. No mitigation measures are recommended at the study intersections.

CONCLUSION

All study intersections operate at acceptable LOS at the study intersections in both AM and PM peak hours under existing conditions. With the additional traffic from the proposed expansion of the IHC Park City Hospital, all study intersections continue to operate at acceptable LOS in both AM and PM peak hours. It was observed that for existing plus project conditions, the total vehicles on Round Valley Drive that are directly accessing the Park City Hospital is about 63% inbound, 60% outbound in the AM peak hour, and 50% inbound, 61% outbound in the PM peak hour. No mitigation measures are recommended for existing plus project conditions.

In 2024 conditions, all study intersections continue to operate at acceptable LOS at the study intersections in both AM and PM peak hours with background growth. With the additional traffic from the proposed expansion of the hospital, there is minimal impact to the study intersections, and they continue to operate at acceptable LOS in both AM and PM peak hours. It was observed that for 2024 plus project conditions, the total vehicles on Round Valley Drive that are directly accessing the Park City Hospital is about 60% inbound, 56% outbound in the AM peak hour, and 47% inbound, 58% outbound in the PM peak hour. No mitigation measures are recommended for 2024 plus project conditions.

APPENDIX

Turning Movement Counts

Detailed Level of Service Reports

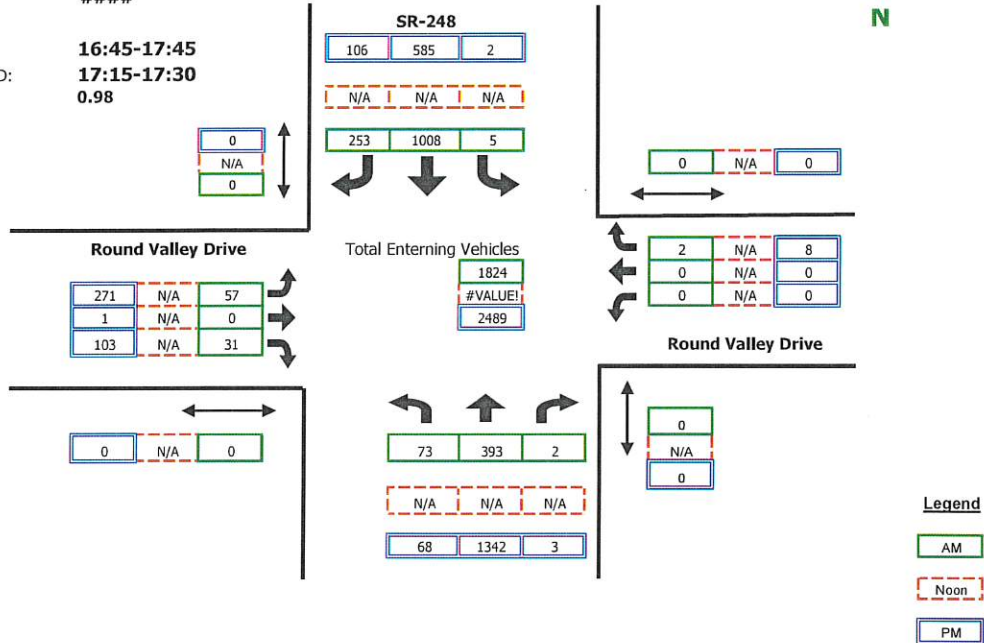
Intersection Turning Movement Summary

Intersection:	SR-248/Round Valley Drive	Date:	1-8-19, Tue
North/South:	SR-248	Day of Week Adjustment:	100.0%
East/West:	Round Valley Drive	Month of Year Adjustment:	100.0%
Jurisdiction:	Park City	Adjustment Station #:	
Project Title:	Park City IHC	Growth Rate:	0.0%
Project No:	UT18-2135	Number of Years:	0
Weather:			

AM PEAK HOUR PERIOD: **8:00-9:00**
 AM PEAK 15 MINUTE PERIOD: **8:45-9:00**
 AM PHF: **0.92**

NOON PEAK HOUR PERIOD:
 NOON PEAK 15 MINUTE PERIOD:
 NOON PHF: **####**

PM PEAK HOUR PERIOD: **16:45-17:45**
 PM PEAK 15 MINUTE PERIOD: **17:15-17:30**
 PM PHF: **0.98**



RAW COUNT SUMMARIES	SR-248 Northbound				SR-248 Southbound				Round Valley Drive Eastbound				Round Valley Drive Westbound				
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
AM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
7:00-7:15	6	68	1	0	0	353	26	0	6	0	1	0	0	0	0	0	461
7:15-7:30	11	101	0	0	1	262	41	0	5	0	4	0	0	0	1	0	426
7:30-7:45	15	118	2	0	1	206	69	0	9	0	4	0	0	0	0	0	424
7:45-8:00	18	89	2	0	5	204	53	0	16	0	5	0	0	0	1	0	393
8:00-8:15	10	89	2	0	1	227	68	0	12	0	4	0	0	0	0	0	413
8:15-8:30	16	96	0	0	2	239	58	0	18	0	5	0	0	0	0	0	434
8:30-8:45	22	88	0	0	0	288	57	0	13	0	11	0	0	0	1	0	480
8:45-9:00	25	120	0	0	2	254	70	0	14	0	11	0	0	0	1	0	497
NOON PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
14:00-14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15-14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30-14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45-15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00-15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15-15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30-15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45-16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
16:00-16:15	14	277	0	0	1	144	51	0	62	0	30	0	0	0	1	0	580
16:15-16:30	14	304	1	0	0	150	29	0	49	0	19	0	0	1	0	0	567
16:30-16:45	15	321	0	0	0	140	23	0	65	0	25	0	0	0	4	0	593
16:45-17:00	13	334	1	0	2	149	27	0	59	0	32	0	0	0	1	0	618
17:00-17:15	21	348	0	0	0	129	24	0	77	0	29	0	0	0	1	0	629
17:15-17:30	21	339	0	0	0	151	34	0	65	0	21	0	0	0	3	0	634
17:30-17:45	13	321	2	0	0	156	21	0	70	1	21	0	0	0	3	0	608
17:45-18:00	8	291	0	0	0	172	11	0	46	0	21	0	0	0	3	0	552

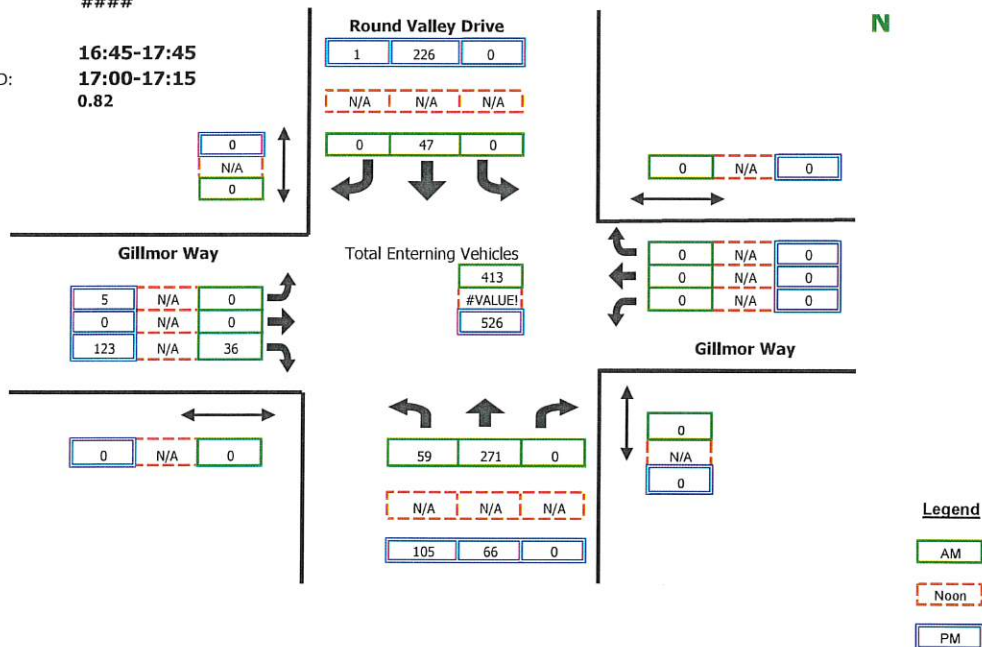
Intersection Turning Movement Summary

Intersection:	Round Valley Drive/Gillmor Way	Date:	1-8-19, Tue
North/South:	Round Valley Drive	Day of Week Adjustment:	100.0%
East/West:	Gillmor Way	Month of Year Adjustment:	100.0%
Jurisdiction:	Park City	Adjustment Station #:	
Project Title:	Park City IHC	Growth Rate:	0.0%
Project No:	UT18-2135	Number of Years:	0
Weather:			

AM PEAK HOUR PERIOD: 8:00-9:00
 AM PEAK 15 MINUTE PERIOD: 8:45-9:00
 AM PHF: 0.88

NOON PEAK HOUR PERIOD: ###
 NOON PEAK 15 MINUTE PERIOD: ###
 NOON PHF: ###

PM PEAK HOUR PERIOD: 16:45-17:45
 PM PEAK 15 MINUTE PERIOD: 17:00-17:15
 PM PHF: 0.82



RAW COUNT SUMMARIES	Round Valley Drive Northbound				Round Valley Drive Southbound				Gillmor Way Eastbound				Gillmor Way Westbound				
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
AM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
7:00-7:15	9	27	0	0	0	6	0	0	0	0	2	0	0	0	0	0	44
7:15-7:30	9	40	0	0	0	4	0	0	0	0	4	0	0	0	0	0	57
7:30-7:45	15	66	0	0	0	6	1	0	2	0	6	0	0	0	0	0	96
7:45-8:00	9	67	0	0	0	11	0	0	0	0	8	0	0	0	0	0	95
8:00-8:15	10	63	0	0	0	7	0	0	0	0	11	0	0	0	0	0	91
8:15-8:30	16	58	0	0	0	14	0	0	0	0	5	0	0	0	0	0	93
8:30-8:45	17	72	0	0	0	12	0	0	0	0	10	0	0	0	0	0	111
8:45-9:00	16	78	0	0	0	14	0	0	0	0	10	0	0	0	0	0	118
NOON PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
14:00-14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15-14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30-14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45-15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00-15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15-15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30-15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45-16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
16:00-16:15	38	31	0	0	0	66	1	0	0	0	24	0	0	0	0	0	160
16:15-16:30	29	15	0	0	0	50	2	0	2	0	22	0	0	0	0	0	120
16:30-16:45	33	20	0	0	0	40	0	0	3	0	25	0	0	0	0	0	121
16:45-17:00	14	20	0	0	0	40	0	0	0	0	24	0	0	0	0	0	98
17:00-17:15	37	14	0	0	0	76	0	0	3	0	30	0	0	0	0	0	160
17:15-17:30	39	17	0	0	0	55	0	0	0	0	29	0	0	0	0	0	140
17:30-17:45	15	15	0	0	0	55	1	0	2	0	40	0	0	0	0	0	128
17:45-18:00	5	13	0	0	0	39	0	0	0	0	27	0	0	0	0	0	84

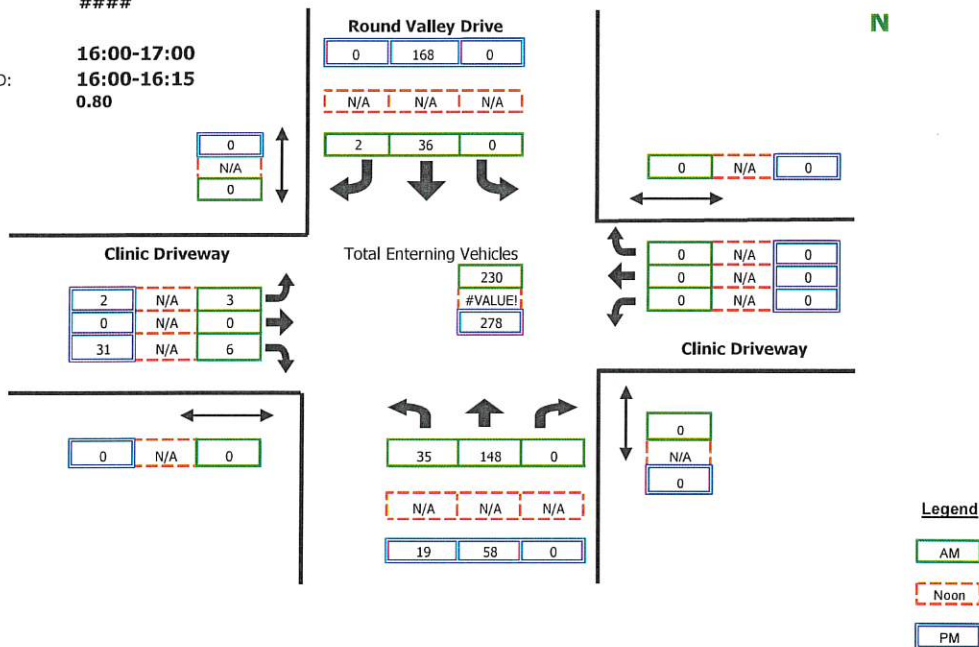
Intersection Turning Movement Summary

Intersection:	Round Valley Drive/Clinic Driveway	Date:	1-8-19, Tue
North/South:	Round Valley Drive	Day of Week Adjustment:	100.0%
East/West:	Clinic Driveway	Month of Year Adjustment:	100.0%
Jurisdiction:	Park City	Adjustment Station #:	
Project Title:	Park City IHC	Growth Rate:	0.0%
Project No:	UT18-2135	Number of Years:	0
Weather:			

AM PEAK HOUR PERIOD: **8:00-9:00**
 AM PEAK 15 MINUTE PERIOD: **8:45-9:00**
 AM PHF: **0.76**

NOON PEAK HOUR PERIOD:
 NOON PEAK 15 MINUTE PERIOD:
 NOON PHF: **####**

PM PEAK HOUR PERIOD: **16:00-17:00**
 PM PEAK 15 MINUTE PERIOD: **16:00-16:15**
 PM PHF: **0.80**



RAW COUNT SUMMARIES	Round Valley Drive Northbound				Round Valley Drive Southbound				Clinic Driveway Eastbound				Clinic Driveway Westbound			
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds

AM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
7:00-7:15	1	18	0	0	0	5	0	0	0	0	0	0	0	0	0	0	24
7:15-7:30	6	30	0	0	0	2	0	0	0	0	0	0	0	0	0	0	38
7:30-7:45	22	34	0	0	0	6	2	0	1	0	0	0	0	0	0	0	65
7:45-8:00	10	40	0	0	0	9	1	0	0	0	0	0	0	0	0	0	60
8:00-8:15	13	30	0	0	0	8	1	0	0	0	1	0	0	0	0	0	53
8:15-8:30	4	25	0	0	0	9	0	0	0	0	2	0	0	0	0	0	40
8:30-8:45	11	38	0	0	0	7	1	0	1	0	3	0	0	0	0	0	61
8:45-9:00	7	55	0	0	0	12	0	0	2	0	0	0	0	0	0	0	76

NOON PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
14:00-14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15-14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30-14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45-15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00-15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15-15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30-15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45-16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

PM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
16:00-16:15	6	25	0	0	0	49	0	0	0	0	7	0	0	0	0	0	87
16:15-16:30	5	7	0	0	0	41	0	0	0	0	3	0	0	0	0	0	56
16:30-16:45	5	12	0	0	0	39	0	0	0	0	14	0	0	0	0	0	70
16:45-17:00	3	14	0	0	0	39	0	0	2	0	7	0	0	0	0	0	65
17:00-17:15	2	10	0	0	0	50	1	0	0	0	20	0	0	0	0	0	83
17:15-17:30	1	10	0	0	0	35	0	0	1	0	7	0	0	0	0	0	54
17:30-17:45	1	8	0	0	0	24	1	0	0	0	9	0	0	0	0	0	43
17:45-18:00	0	10	0	0	0	26	0	0	0	0	5	0	0	0	0	0	41

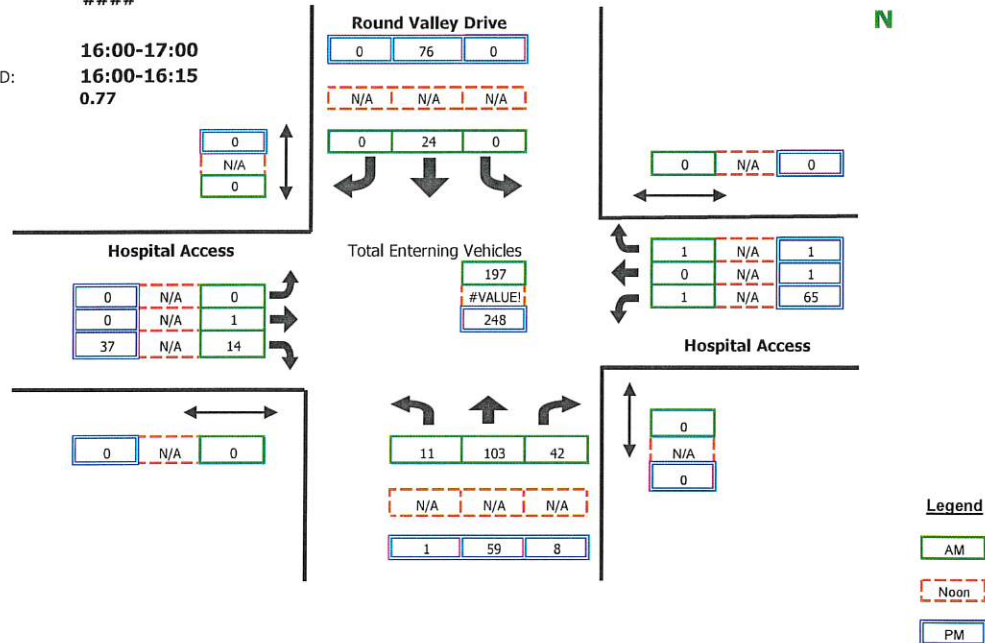
Intersection Turning Movement Summary

Intersection:	Round Valley Drive/Hospital Access	Date:	1-8-19, Tue
North/South:	Round Valley Drive	Day of Week Adjustment:	100.0%
East/West:	Hospital Access	Month of Year Adjustment:	100.0%
Jurisdiction:	Park City	Adjustment Station #:	
Project Title:	Park City IHC	Growth Rate:	0.0%
Project No:	UT18-2135	Number of Years:	0
Weather:			

AM PEAK HOUR PERIOD: 8:00-9:00
 AM PEAK 15 MINUTE PERIOD: 8:45-9:00
 AM PHF: 0.72

NOON PEAK HOUR PERIOD:
 NOON PEAK 15 MINUTE PERIOD:
 NOON PHF: ###

PM PEAK HOUR PERIOD: 16:00-17:00
 PM PEAK 15 MINUTE PERIOD: 16:00-16:15
 PM PHF: 0.77



RAW COUNT SUMMARIES	Round Valley Drive Northbound				Round Valley Drive Southbound				Hospital Access Eastbound				Hospital Access Westbound				
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
AM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
7:00-7:15	3	5	11	0	0	0	0	0	0	0	0	0	4	0	0	0	23
7:15-7:30	9	5	13	0	0	1	0	0	0	0	0	0	2	0	0	0	30
7:30-7:45	2	18	18	0	0	2	0	0	0	0	4	0	4	0	0	0	48
7:45-8:00	2	24	15	0	0	5	0	0	0	0	4	0	0	0	0	0	50
8:00-8:15	2	15	13	0	0	3	0	0	0	0	5	0	0	0	0	0	38
8:15-8:30	2	23	7	0	0	7	0	0	0	1	6	0	0	0	1	0	47
8:30-8:45	3	25	8	0	0	5	0	0	0	0	3	0	0	0	0	0	44
8:45-9:00	4	40	14	0	0	9	0	0	0	0	0	0	1	0	0	0	68
NOON PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
14:00-14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15-14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30-14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45-15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00-15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15-15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30-15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45-16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
16:00-16:15	1	24	3	0	0	25	0	0	0	0	12	0	15	1	0	0	81
16:15-16:30	0	8	1	0	0	10	0	0	0	0	11	0	18	0	1	0	49
16:30-16:45	0	15	1	0	0	24	0	0	0	0	8	0	15	0	0	0	63
16:45-17:00	0	12	3	0	0	17	0	0	0	0	6	0	17	0	0	0	55
17:00-17:15	0	8	3	0	0	21	0	0	0	0	10	0	27	0	0	0	69
17:15-17:30	1	10	2	0	0	17	0	0	0	0	6	0	10	0	0	0	46
17:30-17:45	0	8	2	0	0	5	0	0	0	0	6	0	11	0	0	0	32
17:45-18:00	3	7	1	0	0	11	0	0	0	0	6	0	15	0	0	0	43

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
Existing Conditions
AM Peak Hour

Intersection 1

Round Valley Drive/IHC

Roundabout

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	11	12	107.3%	0.9	0.4	A
	Through	103	103	99.7%	1.1	0.2	A
	Right Turn	42	42	99.0%	1.1	0.2	A
	Subtotal	156	156	100.1%	1.1	0.1	A
SB	Left Turn						
	Through	24	24	99.6%	0.0	0.0	A
	Right Turn						
	Subtotal	24	24	99.6%	0.0	0.0	A
EB	Left Turn						
	Through	1	1	90.0%	0.0	0.1	A
	Right Turn	14	13	92.9%	0.3	0.6	A
	Subtotal	15	14	92.7%	0.3	0.6	A
WB	Left Turn	1	0	0.0%	0.0	0.0	A
	Through						
	Right Turn	1	0	0.0%	0.0	0.0	A
	Subtotal	2	0	0.0%	0.0	0.0	A
Total		197	194	98.4%	0.9	0.1	A

Intersection 2

Round Valley Drive/Clinic Access

Side-street Stop

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	35	33	92.9%	0.5	0.4	A
	Through	153	153	100.1%	0.1	0.1	A
	Right Turn						
	Subtotal	188	186	98.8%	0.2	0.1	A
SB	Left Turn						
	Through	37	36	96.2%	0.1	0.1	A
	Right Turn	2	2	75.0%	0.1	0.2	A
	Subtotal	39	37	95.1%	0.1	0.1	A
EB	Left Turn	3	3	106.7%	6.0	3.2	A
	Through						
	Right Turn	6	6	96.7%	5.2	1.9	A
	Subtotal	9	9	100.0%	6.6	0.7	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		236	232	98.2%	0.6	0.1	A

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
Existing Conditions
AM Peak Hour

Intersection 3 Round Valley Drive/Gillmor Way Side-street Stop

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	59	60	101.2%	0.7	0.3	A
	Through	267	263	98.3%	0.2	0.1	A
	Right Turn						
	Subtotal	326	322	98.8%	0.3	0.1	A
SB	Left Turn						
	Through	52	50	96.2%	0.0	0.0	A
	Right Turn						
	Subtotal	52	50	96.2%	0.0	0.0	A
EB	Left Turn						
	Through						
	Right Turn	36	34	94.7%	9.3	0.3	A
	Subtotal	36	34	94.7%	9.3	0.3	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		414	406	98.1%	1.3	0.1	A

Intersection 4 SR-248/Round Valley Drive Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	73	73	100.0%	25.9	10.0	C
	Through	393	393	100.1%	2.5	0.9	A
	Right Turn	2	1	65.0%	0.6	1.2	A
	Subtotal	468	468	99.9%	6.5	3.0	A
SB	Left Turn	5	6	112.0%	5.2	7.5	A
	Through	1,008	1,005	99.7%	4.3	0.7	A
	Right Turn	253	250	98.9%	4.1	1.1	A
	Subtotal	1,266	1,261	99.6%	4.2	0.7	A
EB	Left Turn	57	54	93.9%	41.0	5.1	D
	Through						
	Right Turn	31	30	95.2%	3.6	1.2	A
	Subtotal	88	83	94.3%	27.1	3.8	C
WB	Left Turn						
	Through						
	Right Turn	2	2	95.0%	0.4	0.3	A
	Subtotal	2	2	95.0%	0.4	0.3	A
Total		1,824	1,814	99.4%	6.2	1.3	A

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
Existing Conditions
PM Peak Hour

Intersection 1

Round Valley Drive/IHC

Roundabout

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	1	1	130.0%	0.3	0.6	A
	Through	59	55	92.5%	1.0	0.3	A
	Right Turn	8	6	76.3%	0.7	0.6	A
	Subtotal	68	62	91.2%	0.9	0.3	A
SB	Left Turn						
	Through	76	75	98.0%	0.0	0.0	A
	Right Turn						
	Subtotal	76	75	98.0%	0.0	0.0	A
EB	Left Turn						
	Through						
	Right Turn	37	37	100.0%	1.5	0.5	A
	Subtotal	37	37	100.0%	1.5	0.5	A
WB	Left Turn	65	65	99.2%	1.4	0.5	A
	Through	1	1	80.0%	0.3	0.5	A
	Right Turn	1	1	50.0%	0.0	0.0	A
	Subtotal	67	66	98.2%	1.4	0.5	A
Total		248	239	96.5%	0.9	0.2	A

Intersection 2

Round Valley Drive/Clinic Access

Side-street Stop

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	19	18	94.2%	1.3	1.8	A
	Through	66	61	91.7%	0.1	0.1	A
	Right Turn						
	Subtotal	85	78	92.2%	0.3	0.4	A
SB	Left Turn						
	Through	178	177	99.2%	0.2	0.1	A
	Right Turn						
	Subtotal	178	177	99.2%	0.2	0.1	A
EB	Left Turn	2	2	95.0%	5.3	4.8	A
	Through						
	Right Turn	31	29	93.9%	6.5	0.8	A
	Subtotal	33	31	93.9%	6.6	0.8	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		296	286	96.6%	1.4	0.2	A

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
Existing Conditions
PM Peak Hour

Intersection 3

Round Valley Drive/Gillmor Way

Side-street Stop

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	105	105	99.6%	1.7	1.0	A
	Through	80	74	92.3%	0.1	0.0	A
	Right Turn						
	Subtotal	185	178	96.4%	1.0	0.6	A
SB	Left Turn						
	Through	252	248	98.6%	0.1	0.0	A
	Right Turn	1	1	60.0%	0.0	0.1	A
	Subtotal	253	249	98.4%	0.1	0.0	A
EB	Left Turn	5	5	102.0%	11.0	4.8	B
	Through						
	Right Turn	123	121	98.3%	10.5	0.7	B
	Subtotal	128	126	98.4%	10.6	0.7	B
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		566	553	97.8%	3.3	0.3	A

Intersection 4

SR-248/Round Valley Drive

Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	72	68	94.9%	13.8	4.0	B
	Through	1,342	1,344	100.1%	6.8	1.0	A
	Right Turn	3	3	96.7%	1.3	2.1	A
	Subtotal	1,417	1,415	99.9%	7.1	0.9	A
SB	Left Turn	2	2	85.0%	5.8	10.2	A
	Through	585	586	100.2%	5.1	1.1	A
	Right Turn	113	110	97.7%	3.0	0.4	A
	Subtotal	700	698	99.7%	4.8	0.9	A
EB	Left Turn	271	270	99.8%	35.7	2.6	D
	Through	1	1	120.0%	11.9	23.0	B
	Right Turn	103	99	96.1%	4.0	0.9	A
	Subtotal	375	371	98.8%	26.9	2.8	C
WB	Left Turn						
	Through						
	Right Turn	8	6	73.8%	0.8	0.2	A
	Subtotal	8	6	73.8%	0.8	0.2	A
Total		2,500	2,490	99.6%	9.4	0.8	A

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
Existing Plus Project Conditions
AM Peak Hour

Intersection 1 Round Valley Drive/IHC Roundabout

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	134	131	98.0%	2.1	0.4	A
	Through	140	142	101.5%	2.2	0.4	A
	Right Turn	58	59	101.0%	2.3	0.8	A
	Subtotal	332	332	100.0%	2.2	0.4	A
SB	Left Turn						
	Through	33	32	96.4%	0.1	0.3	A
	Right Turn						
	Subtotal	33	32	96.4%	0.1	0.3	A
EB	Left Turn						
	Through	1	1	70.0%	0.2	0.7	A
	Right Turn	49	47	96.7%	1.0	0.4	A
	Subtotal	50	48	96.2%	1.0	0.4	A
WB	Left Turn	5	4	84.0%	3.7	4.0	A
	Through						
	Right Turn	1	1	70.0%	0.0	0.0	A
	Subtotal	6	5	81.7%	3.7	4.0	A
Total		421	417	99.0%	1.9	0.3	A

Intersection 2 Round Valley Drive/Clinic Access Side-street Stop

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	64	63	99.1%	1.1	0.4	A
	Through	329	329	100.1%	0.4	0.2	A
	Right Turn						
	Subtotal	393	393	99.9%	0.5	0.2	A
SB	Left Turn						
	Through	85	82	96.8%	0.1	0.1	A
	Right Turn	2	2	90.0%	0.2	0.3	A
	Subtotal	87	84	96.7%	0.1	0.1	A
EB	Left Turn	3	3	83.3%	5.9	6.0	A
	Through						
	Right Turn	14	14	96.4%	6.1	0.5	A
	Subtotal	17	16	94.1%	6.4	0.6	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		497	493	99.2%	0.8	0.2	A

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
Existing Plus Project Conditions
AM Peak Hour

Intersection 3

Round Valley Drive/Gillmor Way

Side-street Stop

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	59	55	93.6%	0.9	0.4	A
	Through	472	476	100.9%	0.3	0.1	A
	Right Turn						
	Subtotal	531	532	100.1%	0.3	0.1	A
SB	Left Turn						
	Through	108	104	95.8%	0.0	0.0	A
	Right Turn						
	Subtotal	108	104	95.8%	0.0	0.0	A
EB	Left Turn						
	Through						
	Right Turn	36	35	97.2%	9.5	0.6	A
	Subtotal	36	35	97.2%	9.5	0.6	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		675	670	99.3%	0.8	0.1	A

Intersection 4

SR-248/Round Valley Drive

Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	145	147	101.6%	36.7	19.7	D
	Through	393	392	99.7%	2.9	0.8	A
	Right Turn	2	2	100.0%	0.9	1.7	A
	Subtotal	540	541	100.2%	12.0	5.6	B
SB	Left Turn	5	6	114.0%	8.3	8.2	A
	Through	1,008	1,004	99.6%	4.9	1.3	A
	Right Turn	386	384	99.6%	6.2	1.2	A
	Subtotal	1,399	1,394	99.7%	5.3	1.2	A
EB	Left Turn	93	89	95.7%	38.5	5.2	D
	Through						
	Right Turn	51	50	97.8%	3.4	0.9	A
	Subtotal	144	139	96.5%	27.0	3.5	C
WB	Left Turn						
	Through						
	Right Turn	2	0	0.0%	0.0	0.0	A
	Subtotal	2	0	0.0%	0.0	0.0	A
Total		2,085	2,074	99.5%	8.5	1.4	A

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
Existing Plus Project Conditions
PM Peak Hour

Intersection 1 Round Valley Drive/IHC Roundabout

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	41	42	101.5%	1.8	0.8	A
	Through	75	69	91.5%	1.8	0.4	A
	Right Turn	15	14	93.3%	2.1	1.3	A
	Subtotal	131	124	94.8%	1.9	0.5	A
SB	Left Turn						
	Through	117	116	98.8%	0.0	0.1	A
	Right Turn						
	Subtotal	117	116	98.8%	0.0	0.1	A
EB	Left Turn						
	Through						
	Right Turn	140	138	98.9%	3.4	0.8	A
	Subtotal	140	138	98.9%	3.4	0.8	A
WB	Left Turn	83	82	98.7%	1.5	0.5	A
	Through	1	1	90.0%	0.1	0.1	A
	Right Turn	1	0	20.0%	0.0	0.0	A
	Subtotal	85	83	97.6%	1.5	0.5	A
Total		473	461	97.5%	1.9	0.3	A

Intersection 2 Round Valley Drive/Clinic Access Side-street Stop

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	29	27	93.1%	2.1	1.5	A
	Through	129	123	95.1%	0.2	0.1	A
	Right Turn						
	Subtotal	158	150	94.7%	0.6	0.4	A
SB	Left Turn						
	Through	340	337	99.1%	0.4	0.1	A
	Right Turn						
	Subtotal	340	337	99.1%	0.4	0.1	A
EB	Left Turn	2	2	75.0%	3.6	4.7	A
	Through						
	Right Turn	55	54	98.9%	6.8	0.4	A
	Subtotal	57	56	98.1%	6.9	0.4	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		555	543	97.7%	1.5	0.1	A

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
Existing Plus Project Conditions
PM Peak Hour

Intersection 3 Round Valley Drive/Gillmor Way Side-street Stop

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	105	105	100.1%	3.2	1.7	A
	Through	153	145	94.8%	0.2	0.1	A
	Right Turn						
	Subtotal	258	250	97.0%	1.3	0.6	A
SB	Left Turn						
	Through	438	435	99.4%	0.3	0.1	A
	Right Turn	1	1	60.0%	0.0	0.1	A
	Subtotal	439	436	99.3%	0.3	0.1	A
EB	Left Turn	5	5	102.0%	10.6	4.7	B
	Through						
	Right Turn	123	121	98.2%	10.7	0.7	B
	Subtotal	128	126	98.4%	10.8	0.7	B
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		825	812	98.4%	2.7	0.2	A

Intersection 4 SR-248/Round Valley Drive Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	98	96	98.1%	16.1	3.8	B
	Through	1,342	1,345	100.2%	7.7	1.1	A
	Right Turn	3	2	56.7%	0.4	0.7	A
	Subtotal	1,443	1,443	100.0%	8.2	0.9	A
SB	Left Turn	2	2	120.0%	10.1	13.0	B
	Through	585	589	100.7%	6.3	0.9	A
	Right Turn	160	154	96.5%	3.3	0.5	A
	Subtotal	747	746	99.9%	5.8	0.7	A
EB	Left Turn	392	388	99.1%	34.3	2.7	C
	Through	1	1	80.0%	6.1	19.4	A
	Right Turn	168	167	99.2%	3.9	0.6	A
	Subtotal	561	556	99.1%	25.1	2.6	C
WB	Left Turn						
	Through						
	Right Turn	8	6	73.8%	0.8	0.2	A
	Subtotal	8	6	73.8%	0.8	0.2	A
Total		2,759	2,751	99.7%	11.0	0.8	B

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
2024 Background Conditions
AM Peak Hour

Intersection 1

Round Valley Drive/IHC

Roundabout

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	11	11	98.2%	1.1	0.6	A
	Through	103	99	96.3%	1.3	0.3	A
	Right Turn	42	44	104.8%	1.4	0.6	A
	Subtotal	156	154	98.7%	1.3	0.3	A
SB	Left Turn						
	Through	24	24	99.6%	0.0	0.0	A
	Right Turn						
	Subtotal	24	24	99.6%	0.0	0.0	A
EB	Left Turn						
	Through	1	1	90.0%	0.0	0.0	A
	Right Turn	14	13	92.9%	0.6	0.5	A
	Subtotal	15	14	92.7%	0.6	0.5	A
WB	Left Turn	1	0	0.0%	0.0	0.0	A
	Through						
	Right Turn	1	0	0.0%	0.0	0.0	A
	Subtotal	2	0	0.0%	0.0	0.0	A
Total		197	192	97.4%	1.0	0.3	A

Intersection 2

Round Valley Drive/Clinic Access

Side-street Stop

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	35	38	108.6%	0.7	0.6	A
	Through	153	150	98.2%	0.1	0.1	A
	Right Turn						
	Subtotal	188	188	100.1%	0.2	0.1	A
SB	Left Turn						
	Through	37	36	96.2%	0.1	0.1	A
	Right Turn	2	2	75.0%	0.1	0.2	A
	Subtotal	39	37	95.1%	0.1	0.1	A
EB	Left Turn	3	3	106.7%	6.6	3.6	A
	Through						
	Right Turn	6	6	96.7%	5.2	1.9	A
	Subtotal	9	9	100.0%	6.9	0.8	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		236	234	99.3%	0.7	0.1	A

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
2024 Background Conditions
AM Peak Hour

Intersection 3 Round Valley Drive/Gillmor Way Side-street Stop

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	83	84	101.3%	0.7	0.3	A
	Through	267	265	99.1%	0.2	0.0	A
	Right Turn						
	Subtotal	350	349	99.6%	0.3	0.1	A
SB	Left Turn						
	Through	52	50	96.2%	0.0	0.0	A
	Right Turn						
	Subtotal	52	50	96.2%	0.0	0.0	A
EB	Left Turn						
	Through						
	Right Turn	48	47	98.3%	9.6	0.5	A
	Subtotal	48	47	98.3%	9.6	0.5	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		450	446	99.1%	1.6	0.1	A

Intersection 4 SR-248/Round Valley Drive Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	75	77	102.0%	43.9	48.9	D
	Through	490	483	98.5%	2.7	0.5	A
	Right Turn	2	3	140.0%	0.6	0.9	A
	Subtotal	567	562	99.1%	8.9	8.4	A
SB	Left Turn	5	5	106.0%	8.0	6.7	A
	Through	1,240	1,225	98.8%	4.7	1.7	A
	Right Turn	275	272	99.0%	4.6	1.0	A
	Subtotal	1,520	1,502	98.8%	4.7	1.5	A
EB	Left Turn	65	63	96.2%	42.1	5.1	D
	Through						
	Right Turn	35	34	98.0%	3.6	1.5	A
	Subtotal	100	97	96.8%	27.9	3.1	C
WB	Left Turn						
	Through						
	Right Turn	5	4	78.0%	0.6	0.2	A
	Subtotal	5	4	78.0%	0.6	0.2	A
Total		2,192	2,165	98.8%	7.2	2.5	A

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
2024 Background Conditions
PM Peak Hour

Intersection 1 Round Valley Drive/IHC Roundabout

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	1	1	80.0%	0.1	0.2	A
	Through	59	57	95.9%	0.9	0.3	A
	Right Turn	8	7	82.5%	1.0	1.0	A
	Subtotal	68	64	94.1%	0.9	0.3	A
SB	Left Turn						
	Through	76	75	98.0%	0.0	0.0	A
	Right Turn						
	Subtotal	76	75	98.0%	0.0	0.0	A
EB	Left Turn						
	Through						
	Right Turn	37	37	100.0%	1.5	0.5	A
	Subtotal	37	37	100.0%	1.5	0.5	A
WB	Left Turn	65	65	99.2%	1.6	0.5	A
	Through	1	1	80.0%	0.4	0.7	A
	Right Turn	1	1	50.0%	0.0	0.0	A
	Subtotal	67	66	98.2%	1.6	0.5	A
Total		248	241	97.3%	1.0	0.2	A

Intersection 2 Round Valley Drive/Clinic Access Side-street Stop

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	19	17	87.4%	1.1	1.0	A
	Through	66	62	93.8%	0.4	0.5	A
	Right Turn						
	Subtotal	85	79	92.4%	0.6	0.6	A
SB	Left Turn						
	Through	178	177	99.2%	0.2	0.1	A
	Right Turn						
	Subtotal	178	177	99.2%	0.2	0.1	A
EB	Left Turn	2	2	95.0%	5.3	4.9	A
	Through						
	Right Turn	31	29	93.9%	6.5	0.8	A
	Subtotal	33	31	93.9%	6.6	0.7	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		296	286	96.7%	1.5	0.2	A

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
2024 Background Conditions
PM Peak Hour

Intersection 3 Round Valley Drive/Gillmor Way Side-street Stop

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	120	117	97.1%	2.0	0.8	A
	Through	80	73	90.8%	0.1	0.0	A
	Right Turn						
	Subtotal	200	189	94.6%	1.3	0.5	A
SB	Left Turn						
	Through	252	248	98.6%	0.2	0.1	A
	Right Turn	1	1	60.0%	0.0	0.1	A
	Subtotal	253	249	98.4%	0.2	0.1	A
EB	Left Turn	5	6	114.0%	9.8	3.7	A
	Through						
	Right Turn	153	150	98.1%	11.4	0.9	B
	Subtotal	158	156	98.6%	11.4	0.9	B
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		611	594	97.2%	4.0	0.2	A

Intersection 4 SR-248/Round Valley Drive Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	75	68	90.8%	17.4	4.7	B
	Through	1,655	1,656	100.1%	7.6	1.3	A
	Right Turn	5	5	108.0%	3.5	5.1	A
	Subtotal	1,735	1,730	99.7%	7.9	1.2	A
SB	Left Turn	2	4	215.0%	27.3	31.8	C
	Through	725	728	100.5%	5.9	0.8	A
	Right Turn	125	121	96.5%	2.9	0.6	A
	Subtotal	852	853	100.2%	5.6	0.7	A
EB	Left Turn	295	293	99.2%	37.1	1.8	D
	Through	5	5	102.0%	13.0	19.1	B
	Right Turn	105	100	95.5%	4.0	0.9	A
	Subtotal	405	398	98.3%	28.6	2.4	C
WB	Left Turn						
	Through						
	Right Turn	10	10	99.0%	0.9	0.3	A
	Subtotal	10	10	99.0%	0.9	0.3	A
Total		3,002	2,991	99.6%	10.0	1.1	B

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
2024 Plus Project Conditions
AM Peak Hour

Intersection 1 Round Valley Drive/IHC Roundabout

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	134	135	100.4%	2.0	0.3	A
	Through	140	138	98.6%	2.3	0.3	A
	Right Turn	58	57	99.0%	2.1	0.4	A
	Subtotal	332	330	99.4%	2.1	0.3	A
SB	Left Turn						
	Through	33	32	96.4%	0.3	0.5	A
	Right Turn						
	Subtotal	33	32	96.4%	0.3	0.5	A
EB	Left Turn						
	Through	1	1	70.0%	0.1	0.2	A
	Right Turn	49	47	96.7%	0.7	0.6	A
	Subtotal	50	48	96.2%	0.7	0.6	A
WB	Left Turn	5	4	84.0%	3.1	2.1	A
	Through						
	Right Turn	1	1	70.0%	1.4	3.6	A
	Subtotal	6	5	81.7%	3.2	1.8	A
Total		421	415	98.5%	1.9	0.2	A

Intersection 2 Round Valley Drive/Clinic Access Side-street Stop

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	64	64	100.2%	0.9	0.3	A
	Through	329	327	99.3%	0.4	0.1	A
	Right Turn						
	Subtotal	393	391	99.4%	0.4	0.1	A
SB	Left Turn						
	Through	85	82	96.7%	0.1	0.0	A
	Right Turn	2	2	90.0%	0.2	0.3	A
	Subtotal	87	84	96.6%	0.1	0.0	A
EB	Left Turn	3	3	83.3%	4.6	4.2	A
	Through						
	Right Turn	14	14	96.4%	6.1	0.5	A
	Subtotal	17	16	94.1%	6.3	0.6	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		497	491	98.8%	0.7	0.1	A

Vissim Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

Park City IHC
2024 Plus Project Conditions
AM Peak Hour

Intersection 3 Round Valley Drive/Gillmor Way Side-street Stop

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	83	84	101.6%	1.0	0.4	A
	Through	472	469	99.3%	0.3	0.1	A
	Right Turn						
	Subtotal	555	553	99.6%	0.4	0.1	A
SB	Left Turn						
	Through	108	104	95.8%	0.1	0.1	A
	Right Turn						
	Subtotal	108	104	95.8%	0.1	0.1	A
EB	Left Turn						
	Through						
	Right Turn	48	46	95.6%	9.3	0.3	A
	Subtotal	48	46	95.6%	9.3	0.3	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		711	702	98.8%	1.1	0.1	A

Intersection 4 SR-248/Round Valley Drive Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	147	149	101.2%	94.2	113.7	F
	Through	490	486	99.1%	5.5	7.9	A
	Right Turn	2	2	110.0%	0.3	0.4	A
	Subtotal	639	637	99.6%	30.1	40.5	C
SB	Left Turn	5	5	94.0%	3.8	4.5	A
	Through	1,240	1,225	98.8%	5.4	1.1	A
	Right Turn	408	404	99.1%	5.9	1.3	A
	Subtotal	1,653	1,634	98.9%	5.5	1.0	A
EB	Left Turn	101	96	94.8%	41.5	3.6	D
	Through						
	Right Turn	55	54	97.8%	3.9	1.6	A
	Subtotal	156	150	95.8%	27.2	4.7	C
WB	Left Turn						
	Through						
	Right Turn	5	3	58.0%	0.4	0.3	A
	Subtotal	5	3	58.0%	0.4	0.3	A
Total		2,453	2,423	98.8%	13.6	11.7	B

EXHIBIT G – Fehr and Peers Park City Hospital Parking Study

*Park City Hospital Parking Study***TECHNICAL MEMORANDUM**

To: Kim Menge, RN, Intermountain Healthcare
Date: February 20, 2018
From: Natalia Brown, EIT, Fehr & Peers
Preston Stinger, PTP, LEED GA Fehr & Peers
Subject: **Park City Hospital Parking Study**

UT18-2135

EXECUTIVE SUMMARY

The purpose of this study is to evaluate the adequacy of the current parking, determine the future parking demand, and recommend Transportation Demand Management (TDM) strategies for the proposed expansion of the Intermountain Healthcare Park City Hospital located in Park City, Utah. The proposed expansion of the Park City Hospital consists of three levels of buildout:

- (1) **20 extra units:** 20,000 ft² of medical support use on Lot 6
- (2) **50 extra units:** 20,000 ft² of medical support use on Lot 6 + 30,000 ft² of medical support use on Lot 1
- (3) **140 extra units:** 20,000 ft² of medical support use on Lot 6 + 30,000 ft² of medical support use on Lot 1 + 90,000 ft² of additional hospital use on Lot 1

Note that the term "unit" refers to 1,000 ft².

Parking counts were collected at the Park City Hospital and Park City Clinic Building parking lot to determine the existing parking demand. It was found that during the hours of highest parking demand, the Park City Hospital and Park City Clinic Building parking lots are 63% and 77% utilized, with a parking rate of 1.76 and 3.12 parking stalls per 1,000 ft², respectively. To determine the future parking demand, the following was used:

- The future parking demand for the medical support use expansion was determined using the Park City Clinic Building observed parking rate (3.12 parking stalls per 1,000 ft²)
- The future parking demand for the additional hospital use expansion was determined using the Park City Hospital observed parking rate (1.76 parking stalls per 1,000 ft²)

These observed parking rates were applied to the proposed levels of buildout to determine the future parking demand. Table 1 shows the existing parking demand, future parking demand, future parking supply, and number of additional parking stalls needed under each level of buildout.

Table 1. Parking Demand and Supply Summary

	20,000 ft ²	50,000 ft ²	140,000 ft ²
Future Parking Demand	474	568	727
Future Hospital Parking Supply	558	669	857
Additional Parking Needed in Lot 1	0	0	98
Additional Parking Needed in Lot 6	75	75	75

In addition to estimating the future parking demand, TDM strategies are recommended to have a more efficient transportation system around the Park City Hospital. The Park City Hospital is currently considering the following TDM strategies:

- Adding a transit stop near the hospital
- Vanpooling
- Emergency Ride Home Program
- Be a member of the Greater Park City Transportation Management Association
- Bicycle End-Of-Trip Facilities / Bicycle Parking With Lockers and a Repair Stand

INTRODUCTION

The purpose of this study is to evaluate the adequacy of the current parking and determine the future parking demand for the proposed expansion of the Park City Hospital in Park City, Utah. This memorandum will discuss:

- Existing parking demand
- Future parking demand for proposed levels of build out
- Transportation Demand Management (TDM) strategies

EXISTING PARKING DEMAND

Parking counts were conducted at the Park City Hospital and Park City Clinic Building parking lots on January 8th, 2019 at 7:30AM, 8:10AM, 10:00AM, 12:00PM, and 3:00PM, 4:00PM, 5:00PM and 6:00PM. The Park City Hospital and Park City Clinic Building have the following characteristics:

1. Parking stalls available: 684 (Park City Hospital) and 101 (Park City Clinic Building), based on aerial photography and parking information provided to Fehr & Peers
2. Building square footage: 233,815 square feet (ft²) of usable area (Park City Hospital) and 25,000 ft² (Park City Clinic Building)

Table 2 shows the parking counts collected at the various Park City Hospital and Park City Clinic Building parking lots as well as the number of parking stalls available at each lot (supply). The parking available for lots A-F were obtained from aerial photography and parking available at lot G (Parking Terrace) was obtained from the Park City Hospital Parking Map provided to Fehr & Peers. Figure 1 shows the location of the parking lots and parking counts.

Table 2. Parking Counts in Park City Hospital and Park City Clinic Building

Lot	Location	7:30	8:10	10:00	12:00	3:00	4:00	5:00	6:00	Supply
A	Park City Clinic Building	8	56	73	78	72	69	37	21	101
B	Park City Hospital	19	26	51	54	41	38	19	15	87
C	Park City Hospital	39	59	92	88	82	57	43	36	137
D	Park City Hospital	8	26	74	71	71	49	28	20	141
E	Park City Hospital	67	71	75	72	79	56	33	21	96
F	Park City Hospital	54	72	93	92	88	63	37	28	128
G	Park City Hospital	13	16	26	28	34	29	21	15	95

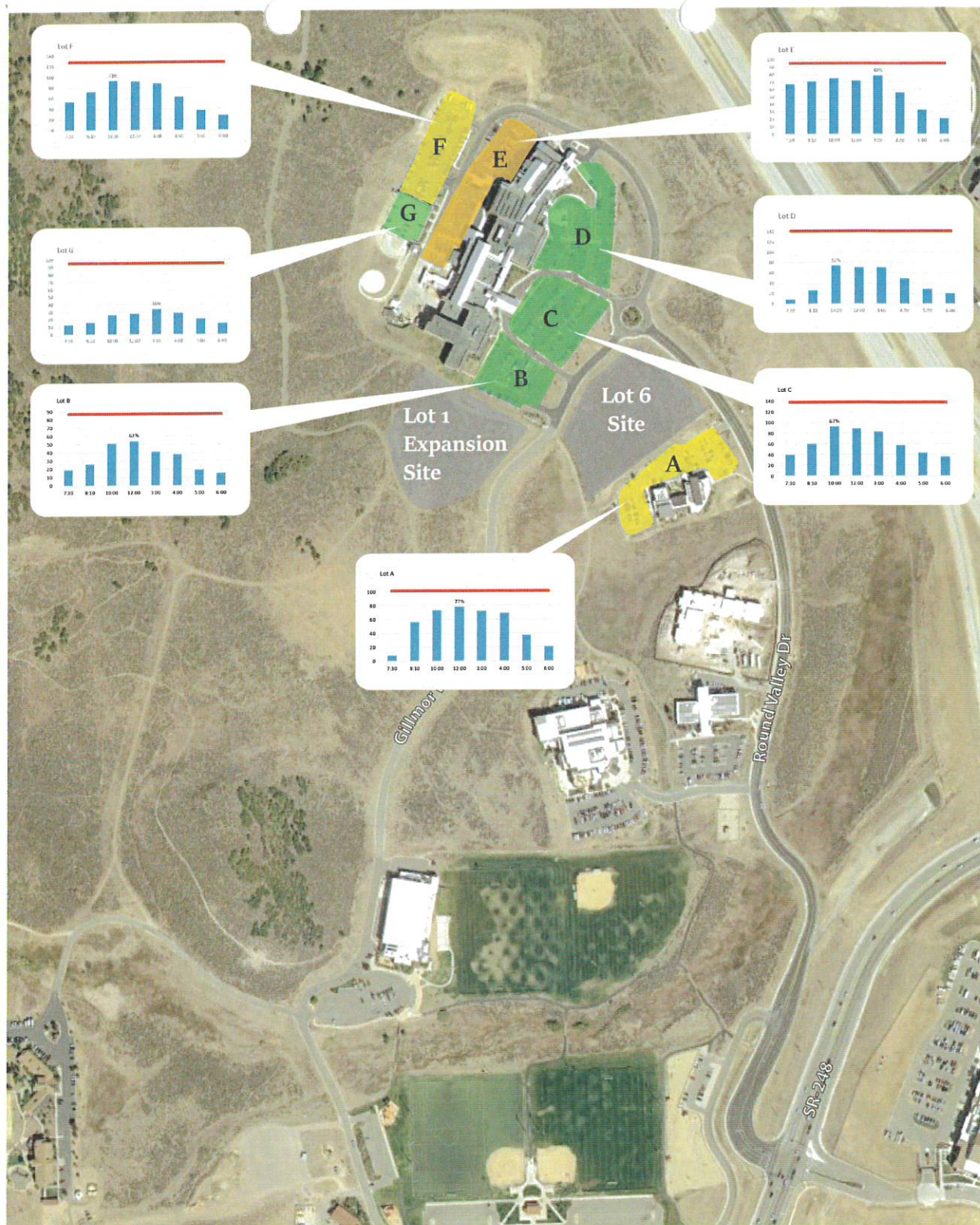


Figure 1: Existing Parking Utilization



FEHR PEERS



Using the parking counts, parking supply, and usable square footage, the percentage of parking utilized and parking rate (parking stalls/1,000 ft²) was calculated. Table 3 shows the parking demand, percent of parking utilized, and parking rate.

Table 3. Parking Demand, Utilization, and Rate

Time	Park City Hospital			Park City Clinic Building		
	Parking Demand	% Utilized	Parking Rate	Parking Demand	% Utilized	Parking Rate
7:30	200	31%	0.86	8	8%	0.32
8:10	270	41%	1.15	56	55%	2.24
10:00	411	63%	1.76	73	72%	2.92
12:00	405	62%	1.73	78	77%	3.12
3:00	395	60%	1.69	72	71%	2.88
4:00	292	45%	1.25	69	68%	2.76
5:00	181	28%	0.77	37	37%	1.48
6:00	135	21%	0.58	21	21%	0.84

The parking counts conducted at the Park City Hospital and Park City Clinic Building show that the highest parking utilization and parking rate occurs at the 10:00AM and 12:00PM hours, respectively.

FUTURE PARKING DEMAND

The proposed expansion of the Park City Hospital consists of three levels of buildout:

- (1) **20 extra units:** 20,000 ft² of medical support use on Lot 6
- (2) **50 extra units:** 20,000 ft² of medical support use on Lot 6 + 30,000 ft² of medical support use on Lot 1
- (3) **140 extra units:** 20,000 ft² of medical support use on Lot 6 + 30,000 ft² of medical support use on Lot 1 + 90,000 ft² of additional hospital use on Lot 1

Note that the term “unit” refers to 1,000 ft².

Figure 2 shows the project location, including the proposed expansion and location of lots.

To determine the future parking demand, the highest parking rate observed for the Park City Hospital and Park City Clinic Building were used. For each scenario, the Park City Hospital parking rate (1.76 parking stalls/1,000 ft²) was used for hospital buildings and the Park City Clinic Building parking rate (3.12 parking stalls/1,000 ft²) was used for the medical support. Table 4 shows the total parking demand under each scenario.



Figure 2: Project and Existing Parking Locations

FEHR PEERS

Lot 6 Site: 20,000 square feet of potential clinic expansion (Scenarios 1-3)

Lot 1 Expansion Site: 30,000 square feet of hospital expansion (Scenarios 2 and 3) and 90,000 square feet of additional hospital expansion (Scenario 3)

Table 4. Parking Demand

	20,000 ft ²	50,000 ft ²	140,000 ft ²
Existing Parking Demand	411	411	411
New Building(s) Parking Demand	63	157	316
Future Parking Demand	474	568	727

NEED FOR ADDITIONAL PARKING

In standard practice, the capacity of a parking lot is 85% of the total number of parking stalls (15% of the parking is not utilized for the comfort of the driver in finding parking, etc.); therefore, for this study, it was assumed that the future demand will use 85% of the parking lot. The expansion of the Park City Hospital proposes to add 20 extra units on lot 6, south of Gillmor Way next to the Park City Clinic Building, as shown in Figure 2. Since the addition of these 20 extra units is on a different lot and across a roadway from the hospital, it is recommended that the 20 extra units on lot 6 have their own parking lot.

The new parking lot on lot 6 should have at least 75 parking stalls, assuming the parking demand of the 20 extra units use 85% of the total parking lot. In addition to the new parking lot, when a total of 140 extra units are added to the hospital, 98 additional parking stalls should be provided to the existing Park City Hospital parking lot. Table 5 shows the parking demand, parking supply, and additional parking needed in each lot.

Table 5. Additional Parking Lot Alternative

	20,000 ft ²	50,000 ft ²	140,000 ft ²
Future Parking Demand	474	568	727
Future Hospital Parking Supply	558	669	857
Additional Parking Needed in Lot 1	0	0	98
Additional Parking Needed in Lot 6	75	75	75

Figures 3 through 5 show the utilization of the future parking lots, including the number of additional stalls needed.



Figure 3: Scenario 1 (20,000SF New Facility) Peak Hour Parking Utilization

FEHR & PEERS

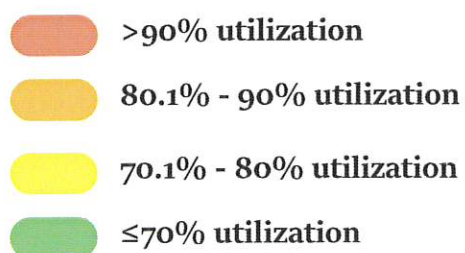
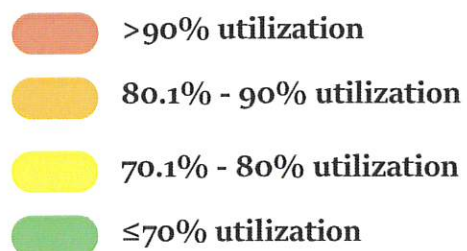




Figure 4: Scenario 2 (50,000SF Total New Facilities) Peak Hour Parking Utilization



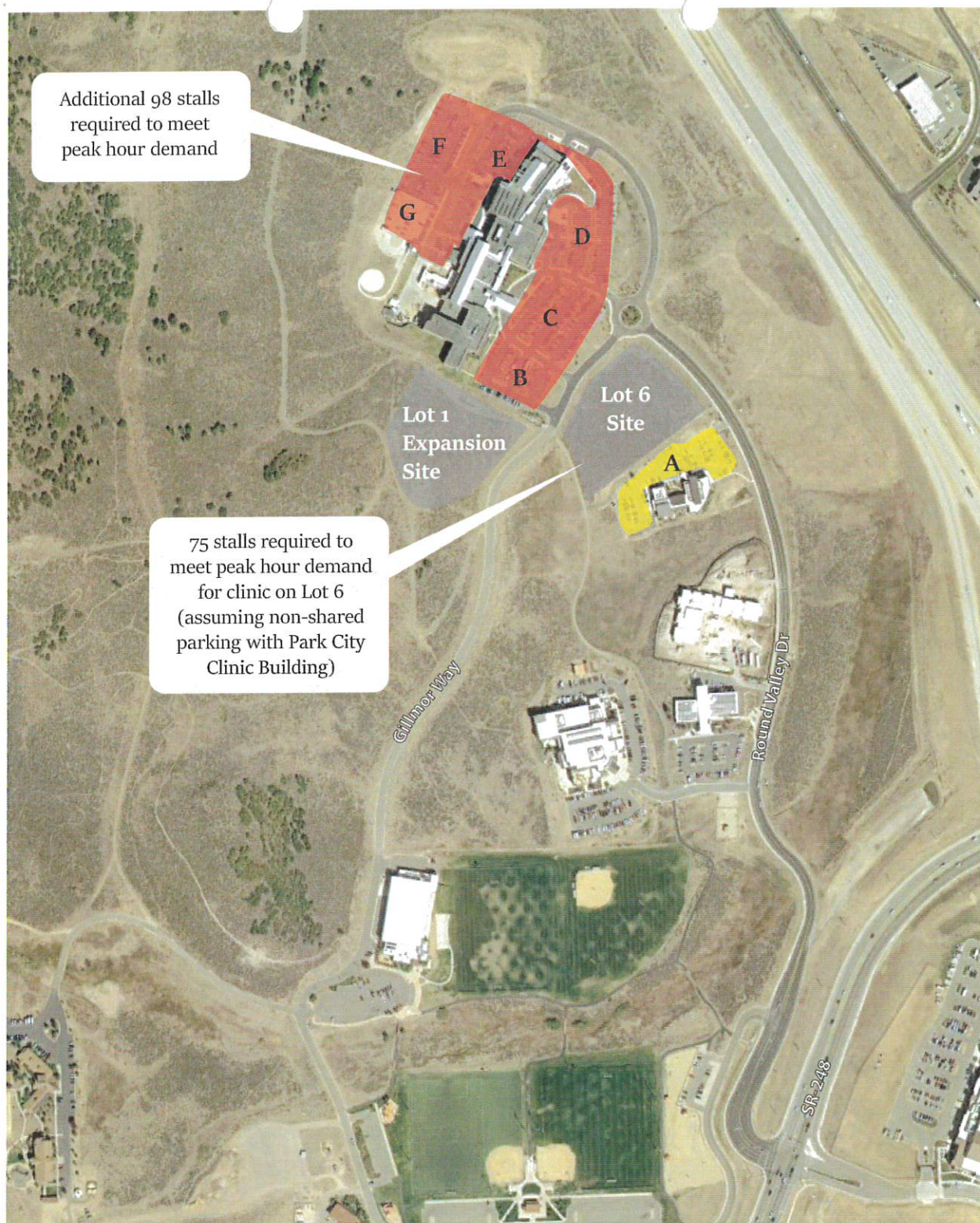


Figure 5: Scenario 3 (140,000SF Total New Facilities) Peak Hour Parking Utilization

FEHR & PEERS



TDM STRATEGIES

Transportation Demand Management (TDM) strategies are used to have a more efficient transportation system such as reducing number of vehicles on the road/facilities or vehicle miles traveled. For the Park City Hospital, it is most beneficial to provide TDM strategies for hospital staff. The following is a list of TDM strategies the Park City Hospital is currently considering to help reduce the number of parked vehicles and traffic congestion in the area:

- **Transit stop.** Transit availability for employees can reduce automobile use to work by providing another alternative for their commute. Park City currently does not have service to the Park City Hospital; however, the hospital is interested in adding a transit stop for their staff.
- **Vanpooling.** Vanpooling allows people to ride together to and from a common origin and destination. Vanpools are typically administered by a transit agency or a large workplace with multiple employees coming from similar locations. Typically, the van is provided and maintained by the organization administering the program and there are multiple passengers who drive, eliminating the need to pay a driver. Cost is typically determined by the miles traveled and number of people in the pool. The Park City Hospital have several employees coming from common location such as Park City, Heber/Midway, and Kamas/Francis. Providing a vanpool for these employees could reduce the need for an auto trip to the Park City Hospital. Vanpooling could be established based on zip codes with the highest number of employees.
- **Emergency Ride Home Program.** Employees who use transit or vanpools are guaranteed a ride home in case of emergency or if they need to work late which helps to reduce concerns about using alternative modes.
- **Transportation Management Association.** TDM efforts are often coordinated for an area through the organization of a Transportation Management Association (TMA). TMAs are non-profit member controlled organizations that provide transportation services or funding in a particular geographic area. They are typically a public-private partnership between a group of businesses and local government entities, tasked with addressing transportation for the area. TMAs allow businesses and public agencies to pool resources to provide programs and resources to an entire area rather than burdening individual businesses to resolve transportation challenges in a vacuum. It also allows businesses to have an equal seat at the table in determining TDM programs and strategies appropriate for the area. It is recommended that the Park City Hospital becomes a member of the Greater Park City TMA to be involved in local TDM strategies.
- **Bicycle End-Of-Trip Facilities / Bicycle Parking With Lockers and a Repair Stand.** End-of-trip cycling facilities are an important component of encouraging cycling to and from the work place. Adequate bicycle parking should be located in a lit and convenient place on the building premise.

Bicycle parking should be properly installed and free from debris or snow. Indoor or covered bicycle parking is highly preferred as it is more secure and protects users from inclement weather. Additional End-of-trip amenities for bicycle commuters include bicycle repair stands and pumps, bicycle lockers and showers and changing facilities. These amenities allow cyclists to arrive to work and be more comfortable throughout their workday. From the employee home location, most employees live in Park City, Heber/Midway, or Kamas/Francis. This strategies coupled with other TDM strategies can provide the Park City Hospital employees an alternative mean of transportation.

Other TDM strategies that can be implemented for the Park City Hospital include:

- **Carpooling.** Carpooling allows for employees to make the most of their trip to and from work by increasing the seat utilization. Virtual rideshare boards could be created, allowing employees to ask for and offer rides on a one time or consistent basis. Designated priority parking stalls for carpools could be installed closer to building entrances to create a visual reminder and an incentive to utilize the program.
- **Real Time Information.** Real time information about travel conditions simplifies transportation choices and removes anxiety about using transit. Real time information provided on screens in lobbies or lounges could provide shuttle/transit arrival times, travel times, and/or number of bike shares available. This information could be available through a mobile application or other methods.
- **TDM Marketing Coordinator.** A TDM Coordinator is tasked with advertising all TDM related programs, events, promotions and updates throughout the company or organization. Often, employees are unaware of the existing TDM programs and therefore do not use them. A TDM Coordinator provides TDM information to employees in many ways which may include: the onboarding process, answering questions employees may have about options, updating marketing materials, maintaining a TDM website and hosting TDM related activities and events. Monitoring success and annual reporting is also part of a TDM Coordinators role. TDM Coordinators can be either full time positions or be included as part of the workload of other administrative employees depending on the complexity of the TDM programs.
- **Electric Bike Share.** Like a regular bike share, an electric bike share is ideal for short distance point to point trips. Users would have the ability to pick a bicycle at self-serve bicycle stations, and return it to a different station within the service area. Electric assist bikes are designed to make hill climbing more manageable. Typically, the user can specify the amount of assist desired on the bicycles. Since the Park City Hospital is in an area with steep hills and employees will be coming from areas with hills, an electric bike share is preferred over a conventional bike share to help with the hill climbing. Charging stations are required for an electric bike share program.

- **Improve Active Transportation Connections.** Active transportation connections that are safe, convenient, and pleasant can help support TDM strategies and make alternative modes more feasible options.

EXHIBIT H – Declaration and Grant of Trail Easement

WHEN RECORDED, MAIL TO:

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

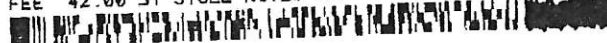
ENTRY NO. 01067218

04/12/2017 03:36:14 PM B: 2404 P: 1809

Easements PAGE 1/15

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 42.00 BY STOEL RIVES LLP



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

AND TO:

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

DECLARATION AND GRANT OF TRAIL EASEMENT**(Public Trail Easement)**

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

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

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

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

90081759.2 0033567-00167

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signature page follows]

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

By: [Signature]
Print Name: JACK THOMAS
Its: JMT
Dated this 10th day of APRIL, 2017

Attested, by Park City, Utah Recorder:

By: [Signature]
Print Name: Katie Madsen
Dated this 10 day of April, 2017

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

By: [Signature]
Print Name: Polly Samuels McLean
Assistant City Attorney
Dated this 6th day of April, 2017

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

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

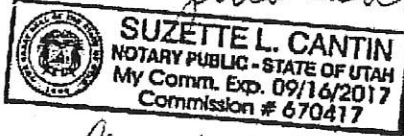
DATED this 29 day of March, 2017.

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

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

DATED this 9th day of MARCH, 2017.

[acknowledgements follow]

[Signature]


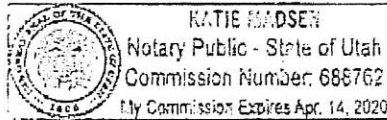
March 9, 2017
State Utah
County: Summit

STATE OF UTAH)
)
COUNTY OF SUMMIT)

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

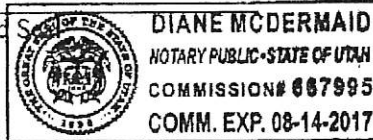
Katie Madsen
Notary Signature and Seal

STATE OF UTAH)
)
COUNTY OF SALT LAKE)



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

Diane McDermaid
Notary Signature and Seal



STATE OF UTAH)
)
COUNTY OF SUMMIT)

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

Notary Signature and Seal

Exhibit "A"

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

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

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

[For reference purposes only:

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

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

EXHIBIT I – Notice of Housing Authority Action Letter



Community Development

July 26, 2019

Morgan Busch
Intermountain Health Care
36 South State Street, 8th Floor
Salt Lake City, Utah 84111

Dear Morgan,

Please find below an Action Letter confirming the decision made by the Park City Housing Authority on April 18, 2019 to accept the recordation of deed restrictions on existing rental units in fulfillment of the housing obligation balances from the IHC/USSA/Burbidge Annexation Agreement recorded on January 23, 2007 as follows:

NOTICE OF HOUSING AUTHORITY ACTION

Description:	Updated/Amended Affordable Housing Mitigation Plan
Project Title:	IHC/USSA/Burbidge Annexation Agreement
Date of Action:	April 18, 2019

Summary of Housing Authority Action

On April 18, 2019, Park City Housing Authority approved an amended Housing Mitigation Plan for the housing obligations resulting from the IHC/USSA/Burbidge Annexation Agreement recorded on January 23, 2007. In fulfillment of 6.82 AUEs in housing obligation, the Housing Authority approved recordation of Deed Restrictions on nine (9) units at 1440 Empire Avenue: 1B, 1D, 2B, 2C, 2D, 3A, 3B, 3C & 3D totaling to 5,484SF or 6.86 AUEs.

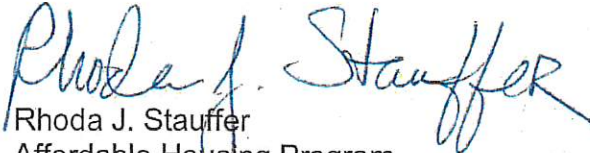
1. The balance of 11.816 AUEs still owed are the combination of housing obligations owed by: IHC owing 6.82 AUEs (5,456 SF); and Physicians Holdings owing 4.996 AUEs (3,996.8 SF). Approval is subject to the recordation of deed restrictions in a form approved by the City Attorney against existing rental units owned by Valley of Love LLC at both 1440 Empire and Rail Central Building #3 (second floor) 1790 Bonanza Drive Lot A. What follows is the Action letter for IHC.
2. IHC currently has 6.82 AUEs outstanding (5,456 SF).
3. IHC will fulfill 6.86 AUEs by placing deed restrictions on nine (9) units at 1440 Empire Avenue, owned by Valley of Love LLC: Unit numbers 1B, 1D, 2B, 2C, 2D, 3A, 3B, 3C & 3D totaling to 5,484 SF.

Conditions of Approval:

1. Inspection must be completed on all the 1440 Empire Avenue units to ensure they meet the minimum standard conditions included as Attachment 3.
2. Deed Restrictions in a form approved by the City Attorney's office shall be recorded against nine (9) units at 1440 Empire Avenue with initial maximum rent per 2-bedroom unit set at \$1,202.49 in July of 2019 to be adjusted annually in April.

If you have any questions about this action letter, please contact me. I can be reached at 435-615-5152 or via email at rhoda.stauffer@parkcity.org.

Sincerely,


Rhoda J. Stauffer
Affordable Housing Program

Attachments:

1. IHC 1st Amended Housing Mitigation Plan approved February 2, 2017
2. IHC/Physicians Holdings Proposal for 2nd Amended Housing Mitigation Plan dated January 2019.
3. Minimum Standard for condition of units.

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

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

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

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

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

Findings of Fact:

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

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

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

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

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

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

Conclusions of Law:

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

Conditions of Approval:

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

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

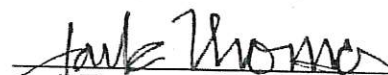
PASSED AND ADOPTED this 2nd day of February 2017.

PARK CITY HOUSING AUTHORITY

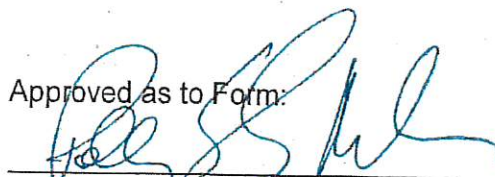


Attest:


Michelle Kellogg, City Recorder


Jack Thomas, CHAIR

Approved as to Form:


Polly Samuels McLean, Assistant City Attorney

**PARK CITY MEDICAL CENTER
MEDICAL CAMPUS
PHYSICIAN HOLDING LLC**

**HOUSING MITIGATION PLAN
PARK CITY HOUSING AUTHORITY**

JANUARY 2019

Background

The annexation agreement between Park City and Intermountain Healthcare included the elements of affordable housing that needed to be provided as part of the development of the annexation area. The base employee affordable housing associated with the hospital at full build out was 44.78 units. This part of the affordable housing obligation was to be satisfied by the donation of Lot 4 of the subdivision to Park City, and the construction of the units. These units were eventually relocated from Lot 4 and included in the Park City Heights project.

There were 10.47 affordable housing units associated with the USSA facility. These units were deferred.

There were 34.98 affordable housing units associated with the Medical Support density on the campus.

The affordable housing obligation of 5.83 units for Lot 7 was assumed by Physician Holdings when they purchased that lot from Intermountain. During 2011, Physician Holding LLC developed an employee/affordable housing plan which was reviewed by staff. The staff review recommended that the Physician Holding affordable housing obligation, based on their actual development was 4.996 units.

The affordable housing obligation of 5.83 units for Lot 10 was assumed by Summit County when Lot 10 and its density were ground leased to Summit County for the Public Health/People's Health Building.

In June 2016, the Housing Authority approved Intermountain Healthcare's housing mitigation plan which included approval of 12.5 units associated with Peace House, in recognition of the value of the ground lease that Intermountain signed with Peace House to provide the site for a new Peace House facility.

In February 2017, the Housing Authority approved the 1st amendment to Intermountain Healthcare's housing mitigation plan which approved an additional 4.0 units associated with Peace House, in exchange for a payment of \$816,000 by Intermountain to Peace House.

Intermountain has an obligation of 6.82 units of affordable housing remaining. This obligation is for the hospital density in the full build out phase of the approved MPD. Intermountain current estimates that this phase will be built between 2025 and 2035.

Intermountain also has a request with the Planning Commission for consideration of additional medical support density on the hospital campus. Any additional density, if approved, would generate additional affordable housing obligations for Intermountain.

Housing Mitigation Plan for Remaining Intermountain Obligation and Physician Holding LLC Obligation

Physician Holding LLC and Intermountain Healthcare have reached an agreement with Mark Fischer, Valley of Love, LLC and 1790 Bonanza, LLC to acquire the affordable housing units associated with the 1440 Empire Ave and the second floor of Rail Central building #3. If approved by the Housing Authority, Mark Fischer and the associated entities have agreed to Deed Restrict the relevant buildings so that they would become permanent affordable housing units within Park City.

As you may know, these buildings were designed by the Elliott Workgroup to be affordable housing units associated with the Bonanza Park development. Mr. Fischer no longer needs to hold these housing units since the City has purchased that property and acknowledged that he can separately attempt to sell these affordable housing units.

This proposal would permit the applicants to fulfill our affordable housing obligations with PCMC by working with Mr. Fischer and his associated entities.

Available Square Footage

1440 Empire	7,755
Rail Central	5,384
Total Available	13,139

Applicants' Obligations

	Required AUEs	Sq Ft Multiplier	Necessary Sq Ft
Physician Holdings	4.996	800	3,997
Intermountain	6.82	800	5,456
Available for Future	4.095	900	3,686
Total Square Feet			13,139

Requests for Housing Authority Approval

Physician Holding LLC and Intermountain Healthcare request that the Park City Housing Authority approve:

1. That the 1440 Empire and Rail Central Buildings be designated as affordable housing units.
2. That the existing Physician Holdings LLC obligation of 4.996 units will be fulfilled.
3. That the remaining Intermountain obligation from the annexation agreement and MPD approvals of 6.82 units will be fulfilled.
4. That if additional medical support density is approved by Park City, then 4.095 AUEs in these buildings will apply against the new affordable housing obligation that Intermountain will have due to the additional density.

Benefits of this Proposal

Physician Holdings LLC and Intermountain believe this proposal has several features that benefits all parties.

1. Existing buildings will become deed restricted, creating permanent affordable housing with Park City.
2. This proposal creates real additional units.
3. No current residents would be displaced by this proposal.
4. This proposal creates a precedent of an applicant (Intermountain) working with the city to provide real affordable housing units, in conjunction with a request to the city for approval of additional development rights.

Planning Commission Staff Report



PLANNING DEPARTMENT

Subject: Quinn's Water Treatment Plant
Project #: PL-19-04184
Author: Laura Kuhrmeyer
Date: August 14, 2019
Type of Item: Administrative – Conditional Use Permit

Summary Recommendations

Staff recommends that the Planning Commission conduct a public hearing and consider **approving** the request for a Conditional Use Permit (CUP) for a water treatment plant to be located at 3800 Richardson Flat Road within the Recreation and Open Space (ROS) zone based on the findings of fact, conclusions of law, and conditions of approval provided herein for the Commission's consideration.

*Disclosure: Park City Municipal is the property owner and applicant, and is represented by the Public Utilities Department.

Description

Applicant: Park City Water Department
Location: 3800 Richardson Flat Road
Zoning District: Recreation and Open Space (ROS) and Entry Corridor Protection Overlay (ECPO) Zoning Districts
Adjacent Land Uses: State Road 248, Rail Trail, Open Space, agriculture, vacant parcels, and Single Family dwellings (Park City Heights)
Reason for Review: Conditional Use Permit applications are reviewed and approved by the Planning Commission

Proposal

This application is a request for a Conditional Use Permit (CUP) to allow the expansion of an existing water treatment plant located at 3800 Richardson Flat Road. The applicant proposes to make interior upgrades and improvements to the existing Water Treatment Facility. Further, the Applicant proposes one additional proposed structure that will contain equipment/materials storage and will consist of 2,400 square feet. This is classified as an essential municipal public utility use, facility, service, or structure greater than 600 square feet, which is a conditional use in the Recreation and Open Space (ROS) zone.

Background

The Planning Department received a complete Conditional Use Permit (CUP) application on June 13, 2019. Staff has included Table 1 which identifies previous applications for this property:

Table 1: Background			
Year	Application/Permit Type	Description	Action Taken
1984	Annexation	The subject property was annexed into Park City under the Wortley Annexation on June 18, 1984.	Approved
2009	Master Planned Development (MPD), Conditional Use Permit (CUP), and Subdivision Plat	Original Quinn's Water Treatment Plant – 32,234 square foot structure. This included an approval for a 4,800 square foot future building.	Approved (all three applications)
2009	Building Permit (BD-09-14963)	Construction of existing water treatment plant	Approved
2019	Conditional Use Permit (CUP)	Essential Municipal Public Utility Use, Facility, Service, and Structure greater than 600 sq. ft.	Subject application - Under Review

Purpose

The purpose of the Recreation and Open Space (ROS) District can be found in [LMC 15-2.7-1](#). The intent of the Entry Corridor Protection Overlay (ECPO) can be found in [LMC 15-2.20-5\(A\)](#).

Analysis

The Master Planned Development, approved on September 9, 2009, included a 4,800 square foot future building. The proposed structure is 2,400 square feet, well under the allowed 4,800 square feet as approved by the MPD.

The Conditional Use Permit is subject to the following review criteria in the LMC:

- Per [LMC 15-2.7 Recreation and Open Space \(ROS\)](#), the proposal is subject to review according to the ROS zoning District.
- Per [LMC 15-2.20-5 Entry Corridor Protection Overlay \(ECPO\)](#), the proposal is subject to review according to the ECPO zoning Overlay.
- Per [LMC 15-1-10\(E\)](#), the proposal is subject to review according to the Conditional Use Permit Criteria.

Staff has included the following sections for Analysis:

- I. [LMC 15-2.7 Recreation and Open Space \(ROS\) & LMC 15-2.20-5 Entry Corridor Protection Overlay \(ECPO\)](#)
- II. [LMC 15-1-10\(E\) Conditional Use Permit Review Criteria](#)

Section I. [LMC 15-2.7 Recreation and Open Space \(ROS\) & LMC 15-2.20-5 Entry Corridor Protection Overlay \(ECPO\)](#)

Staff has provided an analysis of [15-2.7 Recreation and Open Space \(ROS\)](#) and [LMC 15-2.20-5 Entry Corridor Protection Overlay \(ECPO\)](#) in the form of a table (Table 2: Zoning Compliance) below.

Table 2: Zoning Compliance		
Zone Requirements	Permitted	Proposed
ROS – Lot and Site Requirements	All Structures must be no less than twenty-five feet (25') from the boundary line of the Lot, district, or public Right-of-Way	Minimum 25' Setback from all Property lines
ECPO – Setbacks	Established by the Planning Department based on a visual assessment. In no case shall the Setback be less than 100 feet from the nearest entry roadway Right-of-Way.	The proposed building is located outside the ECPO 200 feet zone setback requirement
ROS – Building Height	28 feet from Existing Grade (+5 feet if roof pitch is 4:12 or greater)	The proposed height is a maximum of 23 feet above Existing Grade at the highest point
ECPO – Building Height	Three categories for height: -20' max if the Setback is less than 150' -25' max if the Setback is greater than 150' but less than 200' -up to maximum underlying zone (Reserved Open Space – 28') if Setback is greater than 200'	This project meets the third category (located more than 200 feet from the Right of Way). The underlying zone height applies. As stated above, the proposed height is 22 feet at the highest point
ECPO – Parking	Parking Lots shall be located to the rear or sides of the Buildings to the maximum extent feasible	Since the area to the rear of the new proposed building is surrounded by wetlands, the proposed parking is located in front of the building but will be downhill from the main

		highway/entry corridor and thus shielded from view
Open Space	Minimum 60%	The Lot (parcel QWTS-1-X) is 4.17 Acres, or approximately 181,645.2 square feet. The original MPD was approved with a future building footprint of 4,800 square feet, but the proposed building is only 2,400 square feet. The Open Space will actually be greater than the originally approved MPD.

Section III. [LMC 15-1-10\(E\) Review](#)

The Planning Department and/or Planning Commission must review each of the following items when considering whether or not the proposed Conditional Use mitigates impacts of and addresses the following items:

1. Size and location of the site

No Unmitigated Impacts

The Lot is 181,645.2 square feet (4.17 acres). The site is located on Richardson Flat Road and is within Recreation Open Space. The proposed building meets all ROS and ECPO zoning requirements (building height, setbacks, etc.).

2. Traffic considerations including capacity of the existing Streets in the Area

No Unmitigated Impacts

The proposed additional building is mainly for maintenance and equipment storage and will not increase traffic. There is no change in Use that would generate additional vehicular trips beyond the current Use. Construction related traffic will also be mitigated, through the Building Permit review, with specific hours of operation and access to the site.

3. Utility capacity

No Unmitigated Impacts

Two additional treatment equipment buried/bunkered vault structures and piping are proposed on site. The proposed additional building will not require any additional utility capacity for this site.

4. Emergency vehicle access

No Unmitigated Impacts

The existing access to the project site is via a driveway entrance from Richardson Flat Road. This access will remain with the new facility.

5. Location and amount of off street parking

No Unmitigated Impacts.

While the current Land Management Code requires a minimum of thirty-four (34) parking spaces for the existing and proposed structures on Site, the Applicant has proposed additional parking, to include a total of fifty-five (55) parking spaces on site. The applicant proposes 30 "Employee/Visitor" designated spaces, 1 "ADA" designated space, and 24 "Operations" designated spaces. Employee parking will generally occur between 7am and 4:30pm Monday through Friday while the Operations parking will be used 24/7 365 days per year for City vehicles that are not in use. The idea is to separate the Operations parking from the Employee/Visitor parking to ensure that employees are always able to find a parking space. The applicant proposed berms to "screen" the parking visually. Currently, there are some informal "parking spaces" that are located on gravel or unpaved surfaces. Since this is not allowed by the Land Management Code, the applicant is proposing to improve the site by providing additional paved parking. The proposed additional parking is not anticipated to increase traffic as the number of employees is not changing.

6. Internal vehicular and pedestrian circulation system

Not applicable.

The existing vehicular and pedestrian circulation will remain the same. While some informal "parking" is provided on gravel/unpaved surfaced, the applicant proposes to pave this area to meet LMC standards of paved parking. The applicant proposes an additional paved parking area (see Exhibit C) to accommodate the maintenance and equipment storage building and to provide extra parking for employees as well as year-round Operations vehicles that will be stationed there when not in use.

7. Fencing, Screening and landscaping to separate the Use from adjoining Uses

No Unmitigated Impacts

The applicant is proposing berms to visually screen the new parking area. Aside from that, the applicant is not proposing any new fencing or landscaping outside of what is required by the Construction Mitigation Plan. The proposal has been conditioned so that any disturbed landscaping shall be brought back to existing conditions.

8. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots

No Unmitigated Impacts

The proposed additional building is in compliance with the Zone building height requirements and is smaller than the surrounding buildings. The proposed structure is intended to match the mass, bulk, and orientation of the existing Water Treatment facility on site.

9. Usable Open Space

No Unmitigated Impacts

The minimum required open space is 60 percent of the site. The original MPD approval included Lot 1 consisting of 4.168 acres (approximately 181,558 square

feet) and accommodated 32,234 square feet gross area for the water treatment plant, circulation, and parking. The original approval was for 82.25% Open Space and 17.75% covered. Since the original approval included 4,800 square feet for a future building, and only 2,400 square feet is being proposed, the Open Space is actually increasing to approximately 83.57% Open Space with only 16.43% covered. Further, Lots 2 and 3 of the Subdivision provide additional Open Space.

10. Signs and lighting

Not applicable.

There are no proposed signs or lighting on site. Any proposed signs must submit a separate sign permit application and must meet City sign standards in the Municipal Sign Code. Any lighting on the exterior of the proposed structure will be down directed and shielded.

11. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing

No Unmitigated Impacts

There is no impact to the Compatibility with surrounding structures or perceived mass from the Street as the proposed additional structure is smaller in scale and size to the existing structures on the site. Physical design is compatible with adjacent structures in mass, scale, style, design and architectural detailing.

12. Noise, vibration, odors, steam, or other mechanical factors that might affect people and property Off-site

Not applicable.

There is no noise, vibration, odor, steam, or other mechanical factor that may affect neighboring properties outside of the construction period. The applicant has indicated that the facility has been designed in a way to minimize noise from operations occurring at the site. No glare, dust, pollutants, or odors are expected from the site.

13. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash pickup Areas

Not applicable.

There are no changes that will impact the control of delivery and service vehicles, loading and unloading zones, or Screening of trash pickup Areas.

14. Expected Ownership and management of the project as primary residences, Condominiums, time interval ownership, nightly rental, or commercial tenancies, how the form of ownership affects taxing entities

Not applicable.

This is a municipal facility with no residential uses proposed.

15. Within and adjoining the Site, impacts on Environmentally Sensitive Lands, Slope retention, and appropriateness of the proposed Structure to the topography of the Site

Not applicable.

The Site is located within the Park City Soils Ordinance Boundary. The construction mitigation plan will detail all work related to the soils ordinance area, and all construction will meet the requirements of the ordinance.

16. Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding.

No Unmitigated Impacts

This proposal has been reviewed for consistency with the Goals, Objectives, and Implementation Strategies of the Park City General Plan. The proposal aligns with the General Plan in several goals and objectives specific to Small Town and Natural Setting, including, but not limited to:

- *Objective 2C: Regional institutions and services (e.g. government, stadiums, museums, etc.) should be located within existing development nodes.*
- *City Implementation Strategy 5.19: Identify opportunities for and implementation where appropriate of, micro hydropower systems in Park City's water infrastructure.*
- *City Implementation Strategy 5.20: Continue to review and investigate best practices that have the potential of substantially improving the environment.*
- *City Implementation Strategy 6.10: Upgrade public infrastructure not only to manage water supply for extreme (high and low) water years but also to maintain and enhance the community's water quality.*

Department Review

This project has gone through an interdepartmental review.

Notice

On July 31, 2019 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and Park Record on July 27, 2019 according to requirements of the Land Management Code.

Public Input

No public input has been received by the time of this report.

Alternatives

- The Planning Commission may approve the Conditional Use Permit for the expansion of the Essential Municipal Public Utility Use at 3800 Richardson Flat Road, as conditioned or amended; or
- The Planning Commission may deny the Conditional Use Permit for the expansion of the Essential Municipal Public Utility Use at 3800 Richardson Flat Road and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the Conditional Use Permit for the Conditional Use Permit for the expansion of the Essential Municipal Public Utility Use at 3800 Richardson Flat Road and request additional information or analysis in order to take action.

Significant Impacts

There are no significant fiscal impacts from this application that haven't been addressed.

Consequences of not taking action on the Suggested Recommendation

The proposed maintenance and storage building could not be constructed and the parking lot would not be expanding to accommodate more vehicles.

Recommendation

Staff recommends that the Planning Commission review the Conditional Use Permit for the expansion of the Essential Municipal Public Utility Use at 3800 Richardson Flat Road, hold a public hearing, and consider approving the requested application based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval for the Commission's consideration.

Findings of Fact:

1. The site is located at 3800 Richardson Flat Road.
2. The site is located in the Recreation and Open Space (ROS) zoning district and is within the Entry Corridor Protection Overlay (ECPO).
3. The proposed project includes:
 - a. A new 2,400 square foot treatment/equipment/materials storage building
 - b. Additional operations and employee parking
 - c. Two (2) treatment equipment buried/bunkered vault structures and piping
 - d. Existing storm water retention basin grading modifications
 - e. Interior improvements to the existing water treatment building
 - f. Remodeling of the existing second level operations and administration area (including new windows)
4. The Master Planned Development (MPD) and existing Conditional Use Permit (CUP) allowed for a 4,800 square foot future building.
5. The proposed additional structure has a total of 2,400 square feet of gross floor area with a footprint of 2,400 square feet.
6. The proposed additional structure is proposed to be located to the south west of the existing Water Treatment Facility.
7. A water treatment facility is an essential municipal public utility use, which is classified as a conditional use in the ROS zone if it is greater than 600 square feet.
8. The proposed Lot is 4.17 acres in size.
9. The proposed structure complies with all setback and LMC requirements.
10. On June 13, 2019, the City received a complete Conditional Use Permit application for this water treatment plant.
11. The subject area is located within the Park City Soils Ordinance boundary.
12. The construction mitigation plan will detail all work related to the soils ordinance area, and all construction will meet the requirements of the ordinance.
13. The existing access to the site from Richardson Flat Road will remain.

14. The project meets the ROS Setback requirements of 25 feet from the property line or ROW and is outside the ECPO 200 foot zone setback area.
15. Operations and employee vehicle parking is provided on site.
16. The proposed use and site improvements require 34 parking spaces.
17. The applicant is proposing a total of 55 parking spaces.
18. The maximum Building Height in the ROS zone is twenty-eight feet (28') from Existing Grade, with an additional five feet (5') for a pitched roof of 4:12 or greater.
19. The proposed structure has a maximum height of twenty-three feet (23').
20. The Applicant is not requesting any Building Height exceptions at this time.
21. The original MPD Approval allowed for a total footprint of 29,602 square feet, including the 4,800 square feet for a future building. The current proposal will create a total footprint of 27,202 square feet.
22. All proposed structure meets the 25 feet MPD Setback requirements.
23. The minimum required open space is 60 percent of the site. The original MPD approval included Lot 1 consisting of 4.168 acres (approximately 181,558 square feet) and accommodated 32,234 square feet gross area for the water treatment plant, circulation, and parking. The original approval was for 82.25% Open Space and 17.75% covered. Since the original approval included 4,800 square feet for a future building, and only 2,400 square feet is being proposed, the Open Space is actually increasing to approximately 83.57% Open Space with only 16.43% covered. Further, Lots 2 and 3 of the Subdivision provide additional Open Space.
24. The proposed new structure does not trigger a requirement for employee or additional housing since it will not generate an increase in staff and is smaller than the originally approved 4,800 square foot future building.
25. The entirety of the lot is within of the Sensitive Lands Overlay Zone.
26. Portions of this property are located within Flood Zone A, all development within the Flood Zone shall provide elevation certificates certifying compliance with the minimum FEMA Flood Zone requirements outlined in 44 CFR 60.3.
27. The Army Corps of Engineers (ACOE) provided a verification letter stating the proposed activities in waters of the U.S. associated with the project are authorized by Nationwide Permit Number (NWP) 39. The verification is valid until March 18, 2022, when the existing NWPs are scheduled to be modified, reissued, or revoked.
28. The Division of Water Quality provided a letter dated February 28, 2019 verifying permitting and monitoring will not be required for Quinns Junction Water Treatment Plant raw water pig receiving basin.
29. Based on the original MPD Approval, at least four (4) bicycle parking spaces have been provided, according to LMC Section 15-3-9: Bicycle Parking requirements. No additional bicycle parking is required as the number of required Off-Street Parking Spaces has not increased.
30. The proposed facility meets LMC 15-1-10(E)(1) in that the Lot is 181,645.2 square feet (4.17 acres). The site is located on Richardson Flat Road and is within Recreation Open Space. The proposed building meets all ROS and ECPO zoning requirements (building height, setbacks, etc.).

31. The proposed facility meets LMC 15-1-10(E)(2) in that the proposed additional building is mainly for maintenance and equipment storage and will not increase traffic. There is no change in Use that would generate additional vehicular trips beyond the current Use. Construction related traffic will also be mitigated, through the Building Permit review, with specific hours of operation and access to the site.
32. The proposed facility meets LMC 15-1-10(E)(3) in that two additional treatment equipment buried/bunkered vault structures and piping are proposed on site. The proposed additional building will not require any additional utility capacity for this site.
33. The proposed facility meets LMC 15-1-10(E)(4) in that the existing access to the project site is via a driveway entrance from Richardson Flat Road. This access will remain with the new facility.
34. The proposed facility meets LMC 15-1-10(E)(5) in that while the current Land Management Code requires a minimum of thirty-four (34) parking spaces for the existing and proposed structures on Site, the Applicant has proposed additional parking, to include a total of fifty-five (55) parking spaces on site. The applicant proposes 30 "Employee/Visitor" designated spaces, 1 "ADA" designated space, and 24 "Operations" designated spaces. Employee parking will generally occur between 7am and 4:30pm Monday through Friday while the Operations parking will be used 24/7 365 days per year for City vehicles that are not in use. The idea is to separate the Operations parking from the Employee/Visitor parking to ensure that employees are always able to find a parking space. The applicant proposed berms to "screen" the parking visually. Currently, there are some informal "parking spaces" that are located on gravel or unpaved surfaces. Since this is not allowed by the Land Management Code, the applicant is proposing to improve the site by providing additional paved parking. The proposed additional parking is not anticipated to increase traffic as the number of employees is not changing.
35. The proposed facility meets LMC 15-1-10(E)(6) in that the existing vehicular and pedestrian circulation will remain the same. While some informal "parking" is provided on gravel/unpaved surfaced, the applicant proposes to pave this area to meet LMC standards of paved parking. The applicant proposes an additional paved parking area (see Exhibit C) to accommodate the maintenance and equipment storage building and to provide extra parking for employees as well as year-round Operations vehicles that will be stationed there when not in use.
36. The proposed facility meets LMC 15-1-10(E)(7) in that the applicant is not proposing any new fencing or landscaping outside of what is required by the Construction Mitigation Plan. The proposal has been conditioned so that any disturbed landscaping shall be brought back to existing conditions.
37. The proposed facility meets LMC 15-1-10(E)(8) in that the proposed additional building is in compliance with the Zone building height requirements and is smaller than the surrounding buildings. The proposed structure is intended to match the mass, bulk, and orientation of the existing Water Treatment facility on site.

38. The proposed facility meets LMC 15-1-10(E)(9) in that the minimum required open space is 60 percent of the site. The original MPD approval included Lot 1 consisting of 4.168 acres (approximately 181,558 square feet) and accommodated 32,234 square feet gross area for the water treatment plant, circulation, and parking. The original approval was for 82.25% Open Space and 17.75% covered. Since the original approval included 4,800 square feet for a future building, and only 2,400 square feet is being proposed, the Open Space is actually increasing to approximately 83.57% Open Space with only 16.43% covered. Further, Lots 2 and 3 of the Subdivision provide additional Open Space.
39. The proposed facility meets LMC 15-1-10(E)(10) in that there are no proposed signs or lighting on site. Any proposed signs must submit a separate sign permit application and must meet City sign standards in the Municipal Sign Code. Any lighting on the exterior of the proposed structure will be down directed and shielded.
40. The proposed facility meets LMC 15-1-10(E)(11) in that there is no impact to the Compatibility with surrounding structures or perceived mass from the Street as the proposed additional structure is smaller in scale and size to the existing structures on the site. Physical design is compatible with adjacent structures in mass, scale, style, design and architectural detailing.
41. The proposed facility meets LMC 15-1-10(E)(12) in that there is no noise, vibration, odor, steam, or other mechanical factor that may affect neighboring properties outside of the construction period. The applicant has indicated that the facility has been designed in a way to minimize noise from operations occurring at the site. No glare, dust, pollutants, or odors are expected from the site.
42. The proposed facility meets LMC 15-1-10(E)(13) in that there are no changes that will impact the control of delivery and service vehicles, loading and unloading zones, or Screening of trash pickup Areas.
43. The proposed facility meets LMC 15-1-10(E)(14) in that this is a municipal facility with no residential uses proposed.
44. The proposed facility meets LMC 15-1-10(E)(15) in that the Site is located within the Park City Soils Ordinance Boundary. The construction mitigation plan will detail all work related to the soils ordinance area, and all construction will meet the requirements of the ordinance.
45. The proposed facility meets LMC 15-1-10(E)(16) in that this proposal has been reviewed for consistency with the Goals, Objectives, and Implementation Strategies of the Park City General Plan. The proposal aligns with the General Plan in several goals and objectives specific to Small Town and Natural Setting, including, but not limited to:
 - a. *Objective 2C*: Regional institutions and services (e.g. government, stadiums, museums, etc.) should be located within existing development nodes.
 - b. *City Implementation Strategy 5.19*: Identify opportunities for and implementation where appropriate of, micro hydropower systems in Park City's water infrastructure.

- c. *City Implementation Strategy 5.20*: Continue to review and investigate best practices that have the potential of substantially improving the environment.
 - d. *City Implementation Strategy 6.10*: Upgrade public infrastructure not only to manage water supply for extreme (high and low) water years but also to maintain and enhance the community's water quality.
46. All Findings in the Analysis section of this report are incorporated herein.

Conclusions of Law:

1. The Application complies with all requirements of the current Land Management Code (LMC).
2. The Use will be Compatible with 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 Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits.
 - a. No construction related parking or material storage shall be allowed in the Right-of-Way.
 - b. There shall be no construction vehicle staging on the street and deliveries shall be "just in time" to the satisfaction of the City Engineer and Building Department.
3. Any improvements within the Soils Boundary Ordinance area must meet the requirements of the ordinance.
4. A soils conditions report shall be submitted prior to issuance of any building permits and shall be reviewed by the City Engineer.
5. Monumentation shall be placed on the property corners prior as required by the Land Management Code or as otherwise approved by the City Engineer.
6. Any improvements shall comply with all terms and conditions of the Nationwide Permit Number 39 and permitted activity is subject to inspection by U.S. Army Corps of Engineers.
7. City Engineer shall review and approve all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance (not including the grading permit).
8. A final landscape plan shall be submitted for review and approval by the City Planning Department, prior to building permit issuance (not including the grading permit).
9. No building permits shall be issued for this project unless and until the design is reviewed and approved by the Planning Department staff for compliance with this Conditional Use Permit.
10. As part of the building permit review process, the applicant shall submit a certified topographical survey of the property with roof elevations over

topographic and U.S.G.S. elevation information relating to existing grade as well as the height of the proposed building ridges to confirm that the building complies with all height restrictions.

11. Access to the site must meet fire access requirements including adequate road widths and turnaround areas.
12. Modified 13-D fire sprinkler system is required for any new construction/addition.
13. All above grade utility facilities shall be located on the property and properly screened.
14. Portions of this property are located within Flood Zone A, all development shall provide elevation certificates certifying compliance with the minimum FEMA Flood Zone requirements outlined in 44 CFR 60.3.
15. Plans submitted for a Building Permit must substantially comply with the plans reviewed and approved by the Planning Commission on August 14, 2019.
16. This approval will expire on August 14, 2020 if a building permit has not been issued by the building department before the expiration date, unless a written request for an extension is submitted prior to the expiration date and the extension is granted by the Planning Director.
17. All Conditions of Approval from the Master Planned Development (MPD) and original Conditional Use Permit (CUP) shall continue to apply.

Exhibits

- Exhibit A – Applicant Statement/Project Description
- Exhibit B – Existing Site Plan & Aerial Photo
- Exhibit C – Proposed Site Plan
- Exhibit D – Proposed Plans and Elevations
- Exhibit E – Army Corps Compliance Letter
- Exhibit F – Division of Water Quality Letter
- Exhibit G – Standard Project Conditions

Exhibit A – Applicant Statement/ Project Description



Park City Public Utilities
1053 Iron Horse Drive PO Box 1480 | Park City, UT 84060-1480
p (435)-615-5329 | f (435) 615-4912
roger.mcclain@parkcity.org

April 1, 2019

Mr. Bruce Erikson,
PCMC Planning Director
P.O. Box 1480
Park City, Utah 84060

**RE: 2019 Upgrades - Quinns Junction Water Treatment Plant
PCMC Planning Department CUP Application**

Dear Mr. Erikson,

The applicant requests review of the Park City Municipal *2019 Upgrades - Quinns Junction Water Treatment* Planning Department Conditional Use Permit application which is attached. The proposed Project is generally described through the following summary information and plans:

Applicant's Project Description

General Project Description

The project is owned by Park City Municipal Corporation and is located at 3800 Richardson Flat Road. The project consists of an essential municipal services facility that supports the existing water treatment plant maintenance and operations. The project contains multiple elements include:

- in-building (existing) treatment process related upgrades and improvements consisting of:
 - acid feed system
 - influent pressure mitigation upgrades
 - washwater tank upgrade
 - membrane rack addition
 - surge (pressure) vessel additions
- two (2) treatment equipment buried/bunkered vault structures and associated buried piping,
- a 2,400 s.f. treatment/equipment/materials storage building,
- existing storm water retention basin grading modifications,
- addition of Operations and Employee parking, and
- remodeling of the existing second level operations and administration area, which includes the addition of windows in the second level administration area.

Property

- A. The proposed work is located within the existing Quinn's Water Treatment Subdivision, Lot 1 and Lot 2.
- B. The property is owned by Park City Municipal Corporation.
- C. A current title report is provided.
- D. No buildings are proposed within the existing sanitary sewer easement that traverses Lots 1 and 2.

Zoning

The proposed 6.5 acre parcel is currently zoned as Recreation Open Space (ROS) and is not proposed to change as part of the project.

Existing MPD and CUP

- A. The proposed use is consistent with the approved MPD and CUP for the Quinns Junction Water Treatment Plant.
- B. The approved MPD included 4,800 s.f. for a future building.

Parking and Access Considerations

- A. The additional parking is intended to address the current treatment operations staff and vehicle parking and employee parking for relocated water distribution personnel.
 - The existing site contains 23 total parking spaces
 - The existing site contains 1 ADA parking space
 - Based on the LMC, required parking at the QJWTP with the planned improvements is:
 - 34 total spaces
 - 1 ADA space

Building Description	Building Area (SF)	# Employees	Building Use	Parking Ratio	# Spaces
Maintenance Building	1,890	-	(Non-Residential) Public Utility Use	1 space per 1000 SF or 2 spaces per employee	1.89
Membrane Building - First Floor	21,230	1	(Non-Residential) Public Utility Use	1 space per 1000 SF or 2 spaces per employee	21.23
Membrane Building - Second Floor	3,594	17	(Non-Residential) Office, General	3 spaces per 1000 SF	10.78
				LMC Req'd Parking	34

- The upgrades proposes an increase of 20 parking spaces for a total of 55 spaces:
 - 30 "Employee" and "Visitor" designated spaces
 - 1 "ADA" designated space
 - 24 "Operations" designated spaces
- B. Employee parking will generally be from 7:00 a.m. to 4:30 p.m., M-F with reduced employee parking during after-hours and weekends.
- C. Operations parking will be 24/7, 365 days per year.

- D. The layout addresses site circulation needs for existing treatment operations and provides separation of operations and employee parking spaces.
- E. Screening for existing and proposed perimeter parking spaces is to be provided by fencing (see example) or berming methods at specified locations.
- F. Site access will continue to be via the existing access drive from Richardson Flat Road.
- G. No new external site lighting is proposed.

Layout and Site Design Considerations

- A. Proposed treatment operational vaults will be buried/bunkered reinforced concrete with natural stone veneer or form-lined exposed concrete facing on exposed surfaces.
- B. Expansion of the existing storm water/operations retention basin is proposed to address additional surface drainage from the expanded parking areas and raw water line pigging operations.
- C. All excavated material will remain on site or disposed of at an approved site.
- D. Disturbed areas will be revegetated with native grasses. Landscaping will be enhanced with additional shrubs and deciduous trees. The proposed site grading is intended to accommodate the enhanced landscaping. Landscaping is proposed to be irrigated only during initial establishment, then drought tolerant following that period.
- E. New windows are to be added to the second floor of the existing building to provide natural lighting to workspaces.
- F. The proposed new building:
 - Total building footprint is 2,400 s.f., and is less than the approved “future” square footage included in the approved MPD;
 - maintains a 25 feet minimum setback from property lines;
 - is outside of the 200 feet ECPO zone setback area;
 - meets required wetlands and stream corridor setbacks;
 - Does not exceed the maximum building height requirement for the ROS zone (xx feet with a pitched roof)
 - Provides a partially bunkered and landscaped southern façade to minimize visibility impacts from the Rail Trail.
- G. A new enclosed trash/recycling dumpster structure is provided adjacent to the new storage building.

Agency Coordination

A. Park City Soils Ordinance – EPA Operable Unit

The site is located within the Park City Soils Ordinance Boundary and EPA Operable Unit 3. The Park City Environmental Regulatory Program Manager and the EPA have been contacted and have reviewed the proposed basin enlargement and grading.

Summary Conditions: Placement of fill material – fill material shall be placed on non-contaminated areas or underlying contaminated materials shall be removed prior to placement of fill. Relocated or imported fill material shall be clean consistent with the Park City Soils Ordinance Boundary and EPA Operable Unit 3 lead and arsenic level requirements.

Division of Water Quality (DWQ)

The DWQ has been consulted with respect to the enlarged storm water basin site and construction criteria. The unlined basin is subject to pigging waste water being under 500ppm of Total Dissolved Solids (TDS). Compliance documentation letter to the DWQ is enclosed.

B. Army Corps of Engineers (ACOE)

A current wetlands delineation and an ACOE Permit Application for the proposed site improvements has been processed with and coordinated by the ACOE. The approval letter is enclosed and a copy of the submittal report can be provided upon request.

Please see the Applicant's **Attachments** which consist of:

- **Supplemental Documents**
 - Current Title Report
 - Tax Parcel Map – Surrounding Parcels
 - List of property owners within 300 feet
 - EPA Operable Units Map Display
 - DWQ compliance documentation letter
 - ACOE Approval Letter
 - Geotechnical Reports
- **Planning Application Plans**
 - Context Site Plan
 - Site Improvements Drawings – Schematic
 - Landscape Plan – Schematic
 - Landscape - Screen Fence Concept Example
 - Parking Plan – Schematic
 - Mechanical – Treatment Building Acid Feed Improvements -Schematic Design
 - Architectural – Treatment Building 2nd Floor Plans, Reflected Ceiling Plan, Exterior Window Modifications Elevations -Schematic Design
 - Architectural – New Materials Storage Building/Dumpster Enclosure – Plan
 - Architectural – New Materials Storage Building View Analysis

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Please contact me for additional information or clarification.

Regards,

Park City Public Utilities Department



Roger McClain

Public Utilities Engineering Manager

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Exhibit B – Existing Site Plan & Aerial Photo

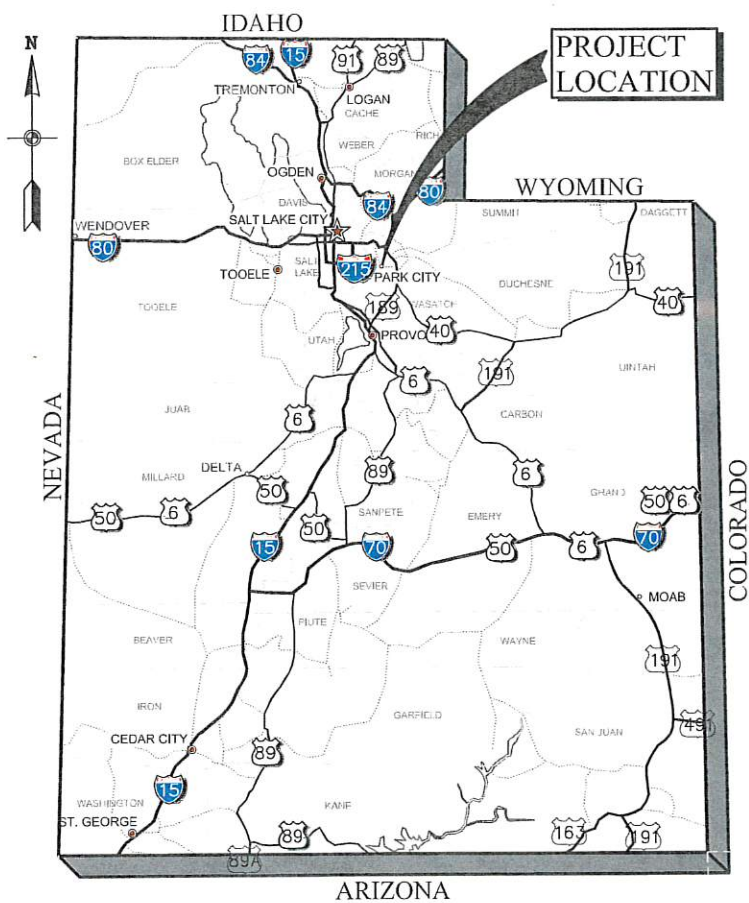




Exhibit C – Proposed Site Plan

Exhibit D – Proposed Plans and Elevations

DRAWINGS FOR CONSTRUCTION OF THE
QUINNS WTP AND SIGNAL HILL AREA
PARK CITY MUNICIPAL CORPORATION



PROJECT LOCATION MAP

INDEX OF DRAWINGS		
SHT NO.	DWG NO.	DESCRIPTION
GENERAL		
1	G-01	INDEX OF DRAWINGS, PROJECT LOCATION AND VICINITY MAPS
2	G-02	ABBREVIATIONS
3	G-03	SYMBOLS
4	G-04	GENERAL NOTES
CIVIL		
5	C-01	DEMOLITION SITE PLAN
6	C-02	OVERALL GRADING AND EROSION CONTROL PLAN
7	C-03	GRADING PLAN - 1
8	C-04	GRADING PLAN - 1 SECTIONS
9	C-05	GRADING PLAN - 2 AND SECTION
10	C-06	GRADING PLAN - 3 AND SECTION
11	C-07	GRADING PLAN - 4
12	C-08	GRADING PLAN - 4 SECTIONS
13	C-09	AIR/VAC AND METER VAULT IMPROVEMENT LOCATIONS
14	C-10	SIGNAL HILL PIG LAUNCH YARD PIPING PLAN
15	C-11	QUINNS JUNCTION WTP OVERALL YARD PIPING PLAN
16	C-12	YARD PIPING PLAN - 1
17	C-13	YARD PIPING PROFILES - 1
18	C-14	YARD PIPING PROFILES - 2
19	C-15	INTERCONNECT VAULT GRADING
20	C-16	INTERCONNECT VAULT SECTIONS
21	GC-01	GENERAL CIVIL DETAILS - 1
22	GC-02	GENERAL CIVIL DETAILS - 2
STRUCTURAL		
23	S-01	PIG RECEIVING VAULT FLOOR PLAN, ROOF PLAN AND SECTIONS
24	GS-01	GENERAL STRUCTURAL NOTES
25	GS-02	GENERAL STRUCTURAL DETAILS - 1
26	GS-03	GENERAL STRUCTURAL DETAILS - 2
MECHANICAL		
27	M-01	PIG LAUNCH PLAN AND SECTION
28	M-02	PIG RECEIVING VAULT PLAN AND SCHEDULE
29	M-03	PIG RECEIVING VAULT SECTIONS
30	M-04	EXISTING AIR/VAC VAULT MODIFICATIONS
31	M-05	EXISTING METER VAULT MODIFICATIONS
32	GM-01	GENERAL MECHANICAL DETAILS - 1
33	GM-02	GENERAL MECHANICAL DETAILS - 2
34	GM-03	GENERAL MECHANICAL DETAILS - 3
ELECTRICAL		
35	E-01	ELECTRICAL NOTES AND SYMBOLS
36	E-02	ELECTRICAL SITE PLAN
37	E-03	PIG RECEIVING VAULT POWER, LIGHTING AND INSTRUMENTATION PLAN
38	E-04	PIG RECEIVING VAULT POWER ONE-LINE DIAGRAM AND PANEL SCHEDULE LP-4
39	E-05	PIG RECEIVING VAULT ONE-LINE DIAGRAM
40	GE-01	GENERAL ELECTRICAL DETAILS - 1
41	GE-02	GENERAL ELECTRICAL DETAILS - 2



PROJECT VICINITY MAP

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BAR IS ONE INCH ON ORIGINAL DRAWING

REVIEW

DESIGN

QUINNS WTP AND SIGNAL HILL AREA

PARK CITY, UT

INDEX OF DRAWINGS, PROJECT LOCATION AND VICINITY MAPS

GENERAL

DATE: FEBRUARY 2019

PROJECT NUMBER 155-18-01

DRAWING NO. G-01

SHEET 1 OF 41

BOWEN COLLINS & ASSOCIATES

DESIGN D. SCHRIENER

CHECKED J. OLDHAM

APPROVED J. OLDHAM

REVISIONS

NO.	DATE	REV.	DESCRIPTION

P:\Park City\155-18-01 3Kings Offsite Improvements\2.0 Design Phase\2.10 Drawings\B. Quinns SH\1551801_G-01_B.dwg Plotted: 2/22/2019 10:56 AM By: Derek Schriener



KEY NOTES:

- ① REMOVE AND DISPOSE OF EXISTING DUCTILE IRON FITTINGS AND PIPE FROM EXISTING 28" HDPE TO EXISTING 18" ROCK PORT WATERLINE.
- ② PRESERVE AND PROTECT EXISTING 18" DUCTILE IRON ROCK PORT WATERLINE.
- ③ PRESERVE AND PROTECT EXISTING 12" DUCTILE IRON REGIONAL INTERCONNECT WATERLINE.
- ④ REMOVE EXISTING 12" DUCTILE IRON REGIONAL INTERCONNECT WATERLINE TO INSTALL NEW PIPING. REINSTALL PER THE YARD PIPING PLAN.
- ⑤ REMOVE AND DISPOSE OF EXISTING 18" 90' BEND AND THRUST BLOCK. INSTALL NEW PIPING PER THE YARD PIPING PLAN.
- ⑥ PRESERVE AND PROTECT EXISTING LIGHT POLE.
- ⑦ SAW-CUT, REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER, AND ASPHALT PAVEMENT.
- ⑧ PRESERVE AND PROTECT EXISTING STORM DRAIN BOX.
- ⑨ PRESERVE AND PROTECT EXISTING FIBER AND TELEPHONE LINES/CONDUITS, AND MANHOLES/BOXES.
- ⑩ PRESERVE AND PROTECT EXISTING BURIED POWER.
- ⑪ PRESERVE AND PROTECT EXISTING 28" HDPE DR-11 SIGNAL HILL RAW WATERLINE.
- ⑫ PRESERVE AND PROTECT EXISTING CONCRETE CURB AND GUTTER.
- ⑬ PRESERVE AND PROTECT EXISTING ASPHALT PAVEMENT.
- ⑭ RELOCATE EXISTING TREE, COORDINATE FINAL LOCATION WITH OWNER.

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PARK CITY MUNICIPAL CORPORATION
QUINNS WTP AND SIGNAL HILL AREA
PARK CITY, UT

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ORIGINAL DRAWING

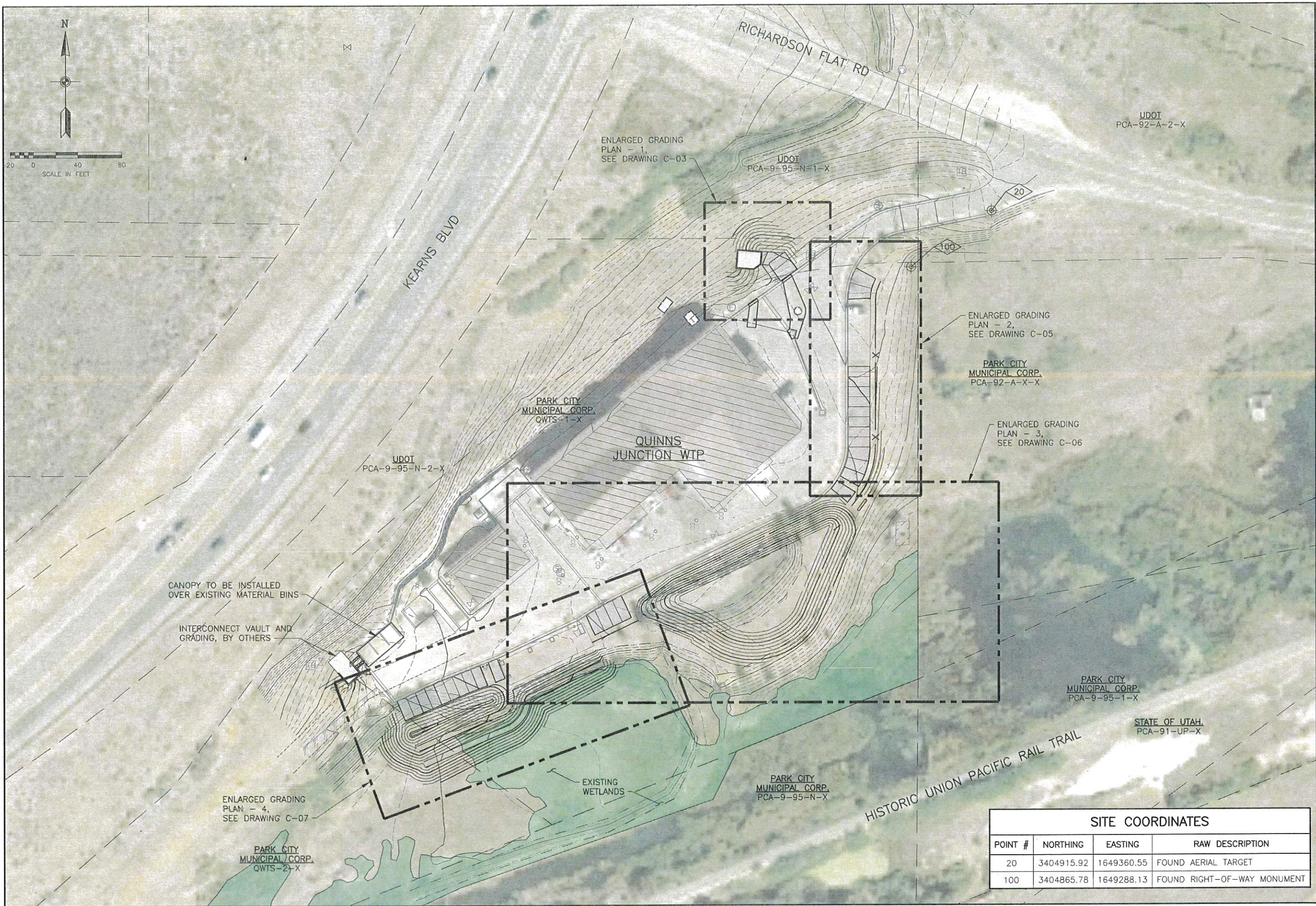
REVIEW	CHECKED	J. OLDHAM
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CIVIL	DEMOLITION SITE PLAN	PROJECT
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100

DRAWING NO.
C-01

SHEET 5 OF 4

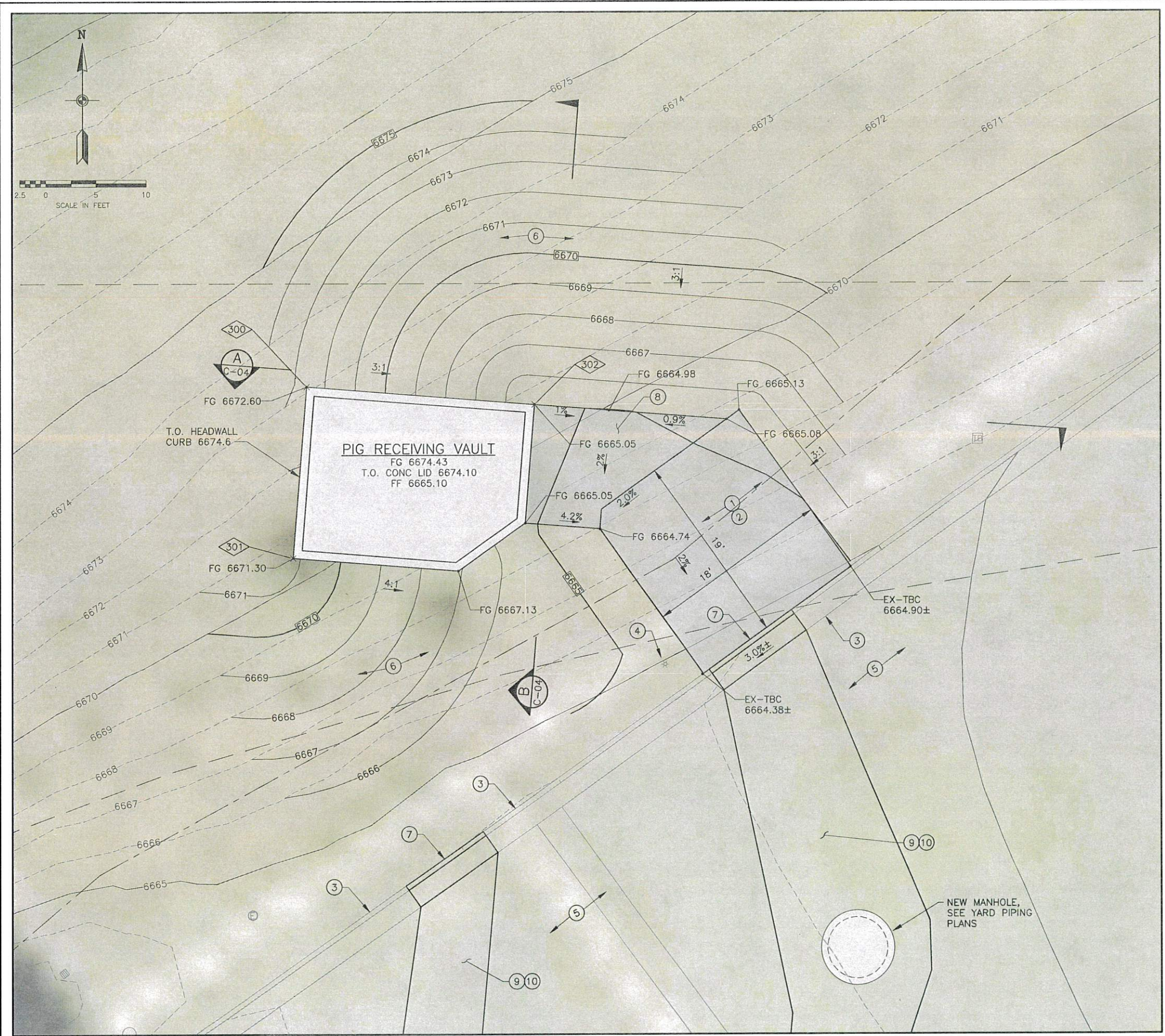


SITE COORDINATES			
POINT #	NORTHING	EASTING	RAW DESCRIPTION
20	3404915.92	1649360.55	FOUND AERIAL TARGET
100	3404865.78	1649288.13	FOUND RIGHT-OF-WAY MONUMENT

NO.	DATE	REV. BY	DESCRIPTION

PARK CITY MUNICIPAL CORPORATION QUINNS WTP AND SIGNAL HILL AREA PARK CITY, UT			
DESIGN	REVIEW	VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING	
DESIGN D. SCHRINER DRAWN B. BAUCOM	CHECKED J. OLDHAM APPROVED J. OLDHAM		

CIVIL OVERALL GRADING AND EROSION CONTROL PLAN		PROJECT NUMBER 155-18-01
DATE: FEBRUARY 2019		
DRAWING NO. C-02		
SHEET 6 OF 41		



- KEY NOTES:
- 1 3" THICK COMPACTED ASPHALT PAVEMENT.
 - 2 8" THICK COMPACTED BASE COURSE.
 - 3 PRESERVE AND PROTECT EXISTING MOUNTABLE CURB AND GUTTER.
 - 4 PRESERVE AND PROTECT EXISTING LIGHT POLE.
 - 5 PRESERVE AND PROTECT EXISTING ASPHALT PAVEMENT.
 - 6 LANDSCAPING.
 - 7 NEW MOUNTABLE CURB AND GUTTER TO MATCH EXISTING.
 - 8 NEW 6" THICK CONCRETE PAVEMENT OVER 8" THICK COMPACTED BASE COURSE.
 - 9 NEW ASPHALT PAVEMENT MATCH EXISTING THICKNESS PLUS 1" OR 3" MIN WHICHEVER IS GREATER.
 - 10 NEW COMPACTED BASE COURSE, MATCH EXISTING THICKNESS PLUS 1" OR 8" MIN WHICHEVER IS GREATER.

GRADING SITE COORDINATES			
POINT NO.	NORTHING	EASTING	DESCRIPTION
300	3404881.59	1649132.20	OUTSIDE NW CORNER OF VAULT WALL
301	3404864.73	1649130.88	OUTSIDE SW CORNER OF VAULT WALL
302	3404879.83	1649154.79	OUTSIDE NE CORNER OF VAULT WALL

**BOWEN COLLINS & ASSOCIATES**

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PARK CITY MUNICIPAL CORPORATION
QUINNS WTP AND SIGNAL HILL AREA
PARK CITY, UT

VERIFY SCALE
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DESIGN	REVIEW
DESIGN E. NEIL	CHECKED E. NEIL
DRAWN B. BAUCOM	APPROVED J. OLDHAM

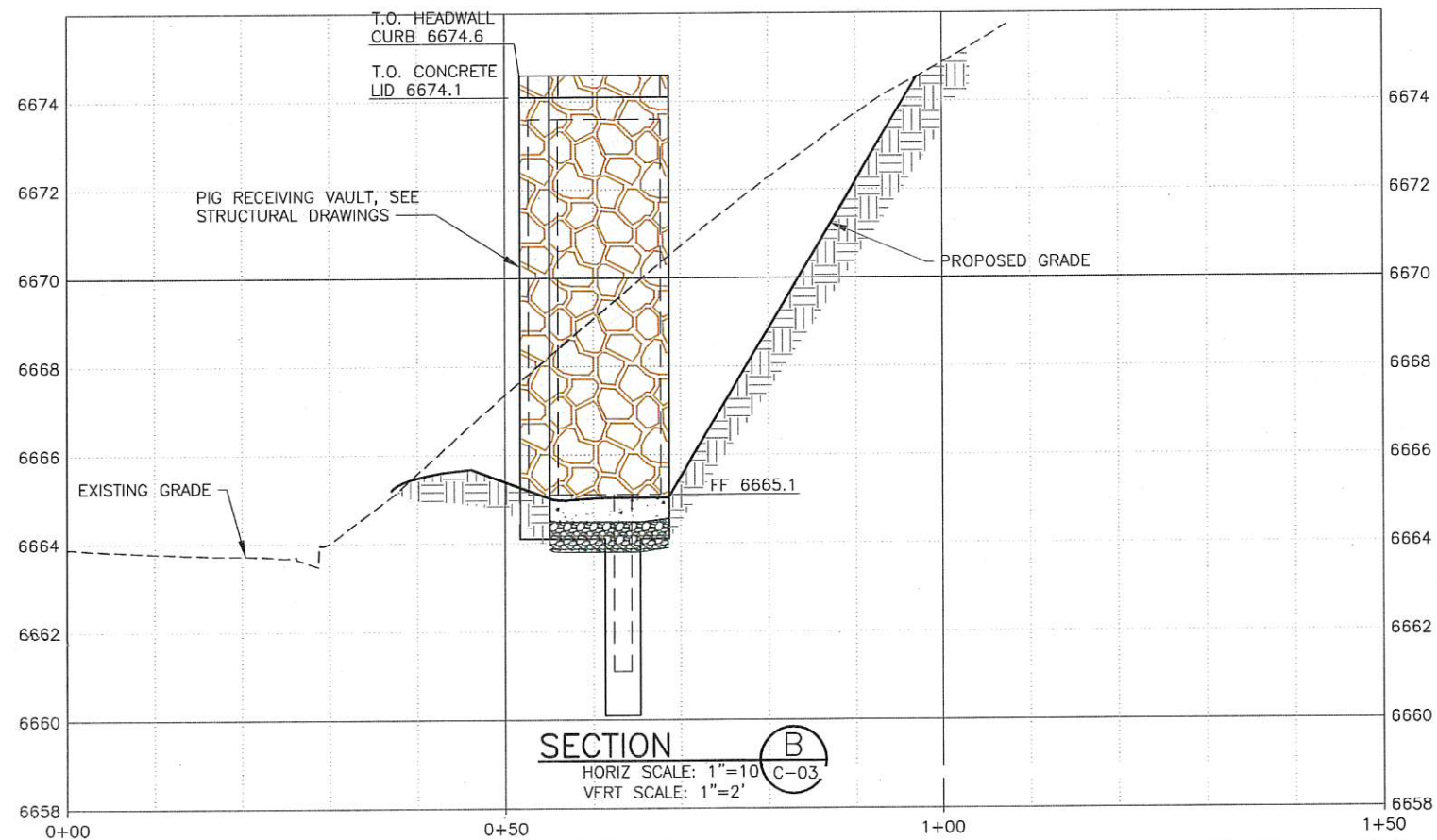
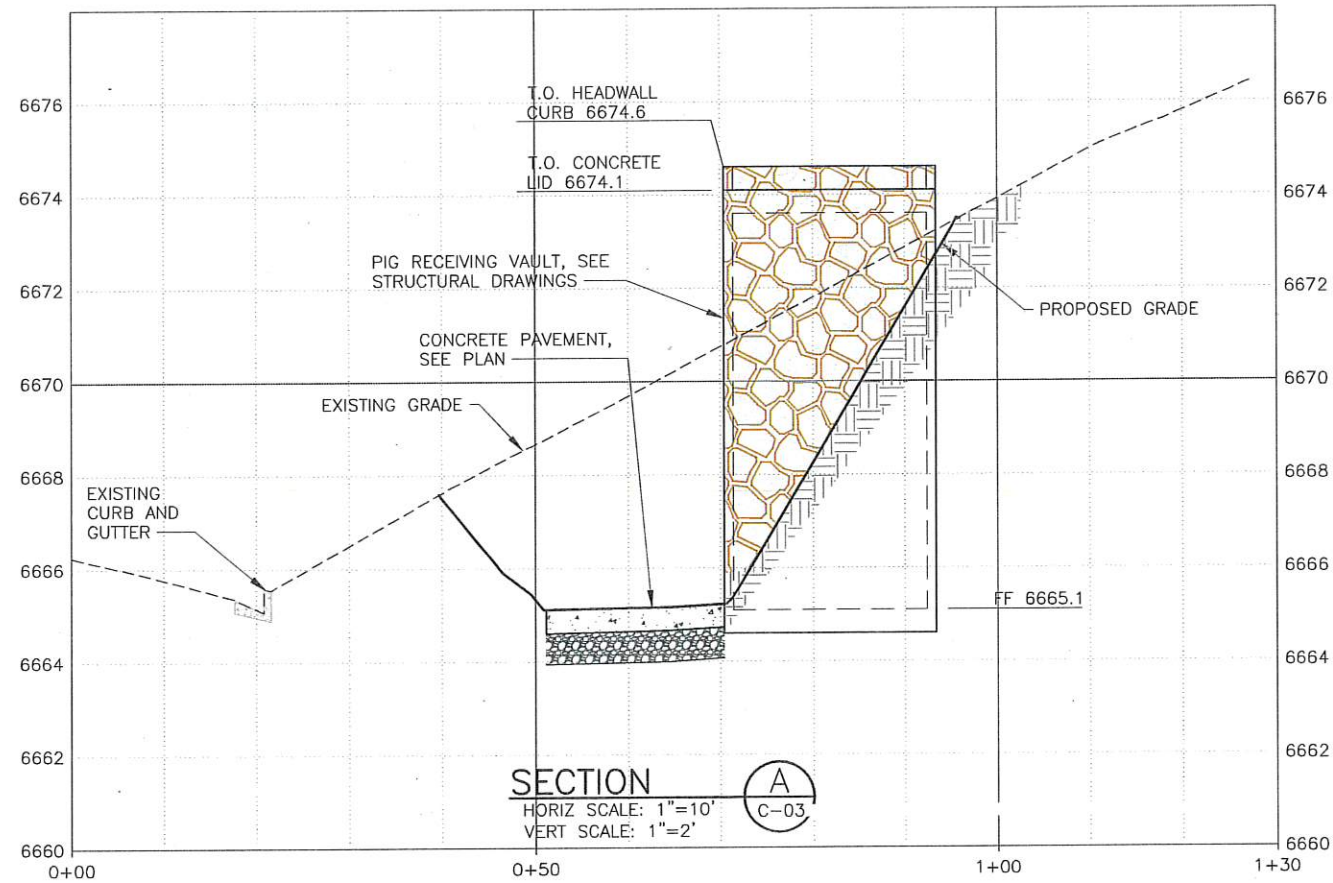
CIVIL
GRADING PLAN - 1

DATE: FEBRUARY 2019
PROJECT NUMBER 155-18-01

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C-03

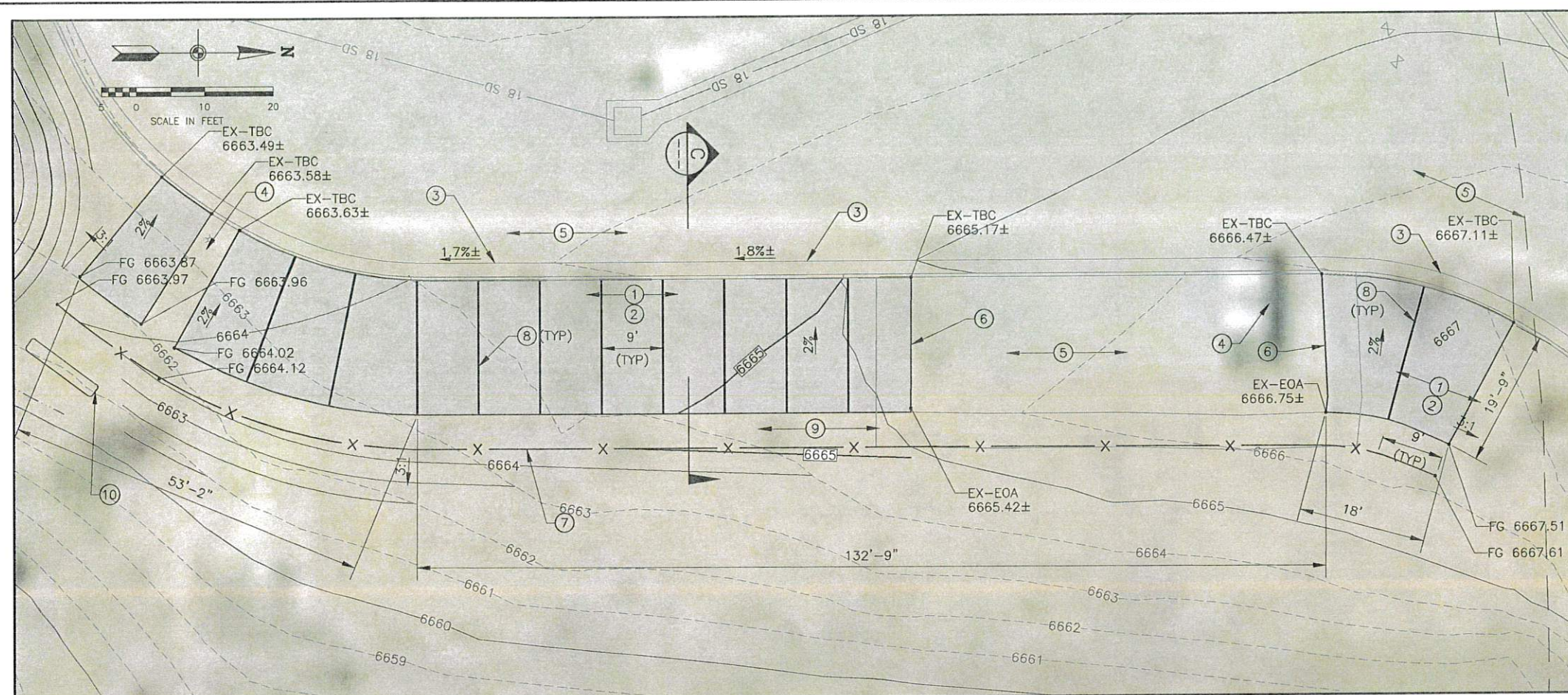
SHEET 7 OF 41

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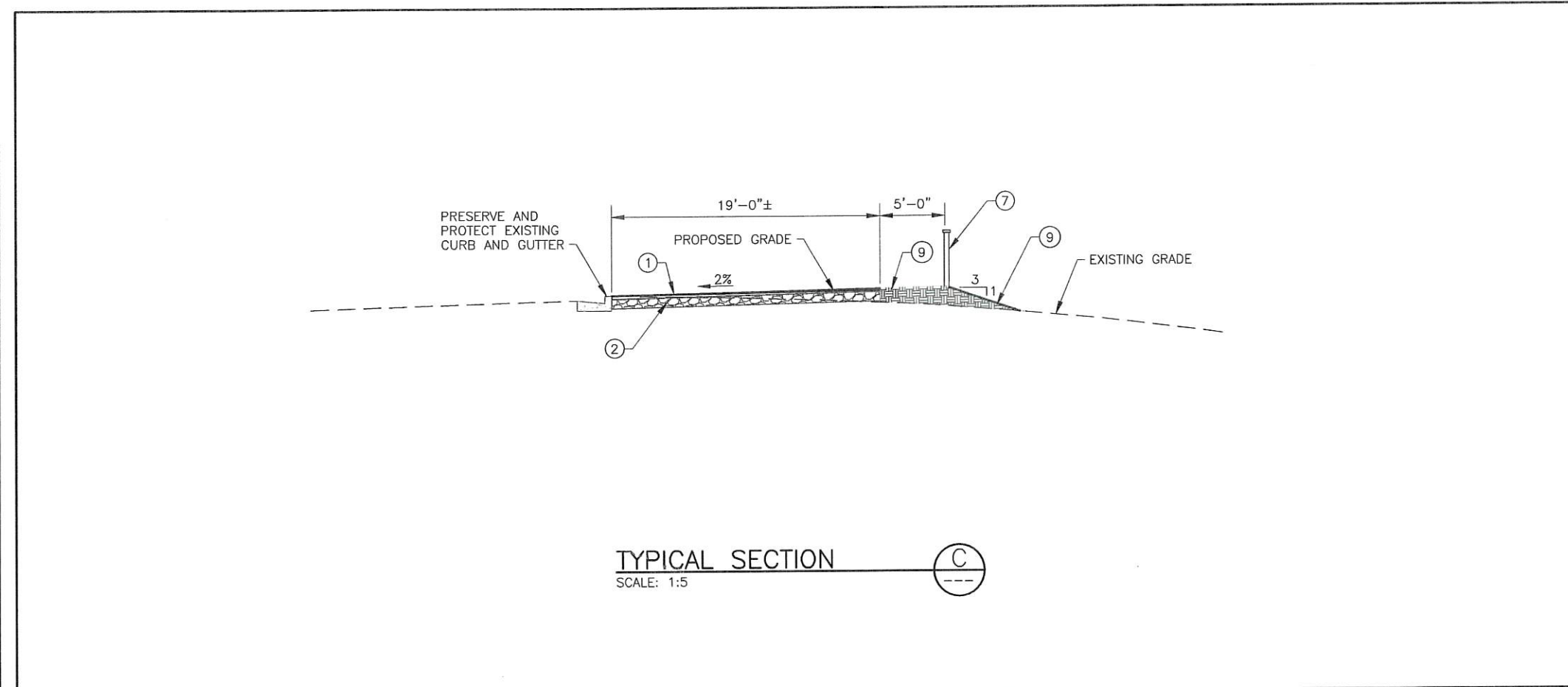


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CIVIL GRADING PLAN - 1 SECTIONS DATE: FEBRUARY 2019 PROJECT NUMBER: 155-18-01																																													
DRAWING NO. C-04 SHEET 8 OF 41																																													



- KEY NOTES:
- ① 3" THICK COMPACTED ASPHALT PAVEMENT.
 - ② 8" THICK COMPACTED BASE COURSE.
 - ③ PRESERVE AND PROTECT EXISTING MOUNTABLE CURB AND GUTTER.
 - ④ PRESERVE AND PROTECT EXISTING LIGHT POLE.
 - ⑤ PRESERVE AND PROTECT EXISTING ASPHALT PAVEMENT.
 - ⑥ SAW-CUT EDGE OF EXISTING ASPHALT PRIOR TO INSTALLATION OF NEW ASPHALT.
 - ⑦ NEW 4' TALL, 2"x6" STAINED TIMBER SCREEN WALL FENCING WITH STEEL POSTS. (X XXXX)
 - ⑧ NEW 4" WIDE WHITE PARKING STALL STRIPING.
 - ⑨ LANDSCAPING.
 - ⑩ PROVIDE 42" TALL EARTHEN BERM BEHIND THE NEW PARKING STALLS FROM THE NEW SCREEN WALL FENCE TO THE DETENTION BASIN. SLOPE BERM AT 3:1 ON WTP SIDE AND 2.5:1 ON OPPOSITE SIDE. TOP OF BERM IS 2-FT WIDE.



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QUINNS WTP AND SIGNAL HILL AREA
PARK CITY, UT

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING

DESIGN: E. NEIL
CHECKED: E. NEIL
APPROVED: J. OLDHAM

CIVIL
GRADING PLAN - 2 AND SECTION

DATE: FEBRUARY 2019
PROJECT NUMBER: 155-18-01

DRAWING NO.
C-05

SHEET 9 OF 41



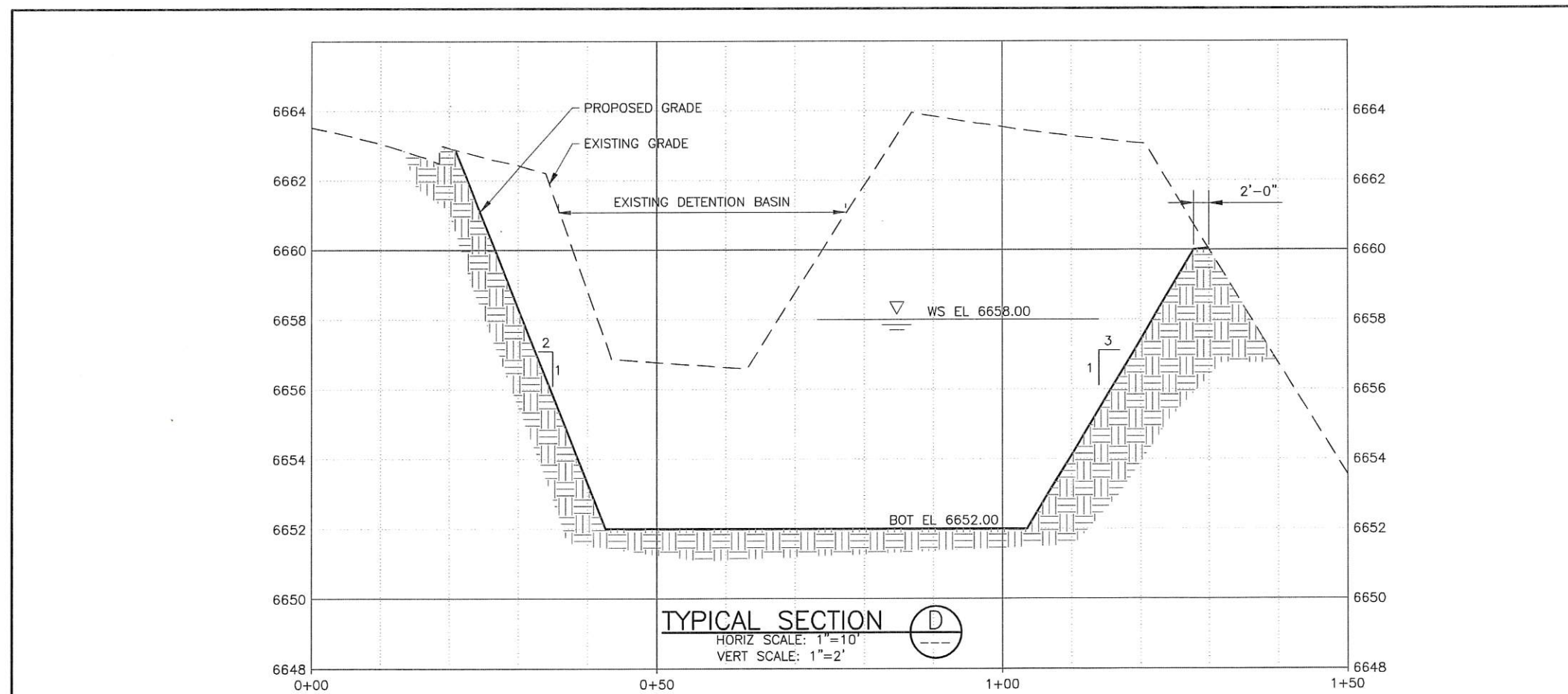
KEY NOTES:

- ① PRESERVE AND PROTECT EXISTING MOUNTABLE CURB AND GUTTER.
- ② PRESERVE AND PROTECT EXISTING LIGHT POLE.
- ③ PRESERVE AND PROTECT EXISTING ASPHALT PAVEMENT.
- ④ LANDSCAPING.
- ⑤ EQUIPMENT ACCESS RAMP FOR CLEANING. LOCATE SO AS NOT TO IMPACT EXISTING OR NEW DRAIN PIPING.
- ⑥ PROVIDE 42" TALL EARTHEN BERM BEHIND THE NEW PARKING STALLS FROM THE NEW SCREEN WALL FENCE TO THE DETENTION BASIN. SLOPE BERM AT 3:1 ON WTP SIDE AND 2.5:1 ON OPPOSITE SIDE. TOP OF BERM IS 2'-FT WIDE.
- ⑦ NEW 4" TALL, 2"x6" STAINED TIMBER SCREEN WALL FENCING WITH STEEL POSTS.



DETENTION BASIN DESIGN CRITERIA

- VOLUME REQUIRED = 400,000 GALLONS
- VOLUME PROVIDED = 398,412 GALLONS
- TOP OF BANK EL: VARIES 6660.00 TO 6663.00
- BOTTOM OF BASIN EL: 6652.00
- WATER SURFACE EL: 6658.00



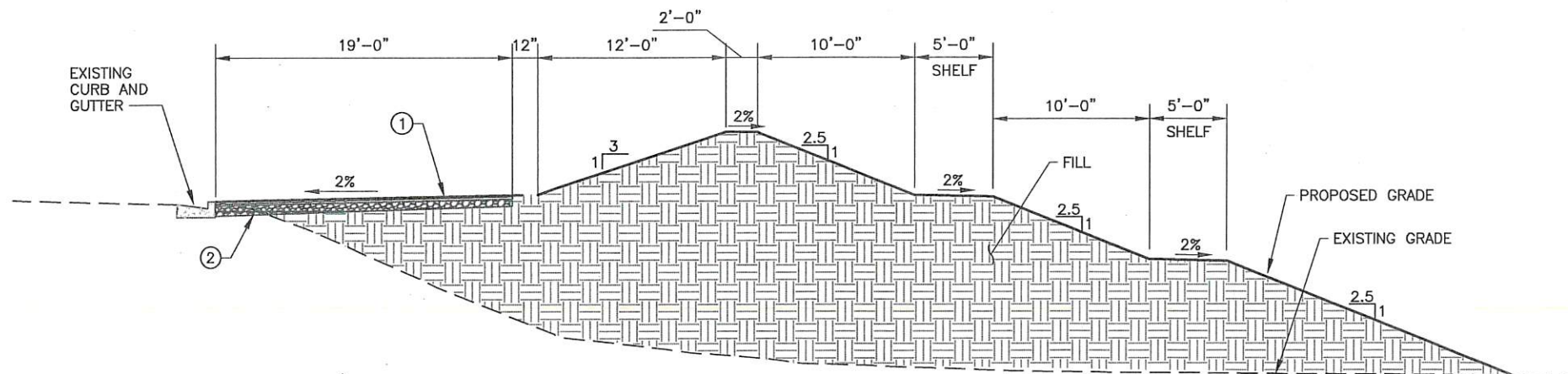
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NO.	DATE	REV. BY	DESCRIPTION

PARK CITY MUNICIPAL CORPORATION		PARK CITY, UT	
QUINNS WTP AND SIGNAL HILL AREA		REVIEW	
DESIGN		CHECKED E. NEIL	
DESIGN E. NEIL		APPROVED J. OLDHAM	
DRAWN B. BAUCOM		VERIFY SCALE	
		BAR IS ONE INCH ON ORIGINAL DRAWING	

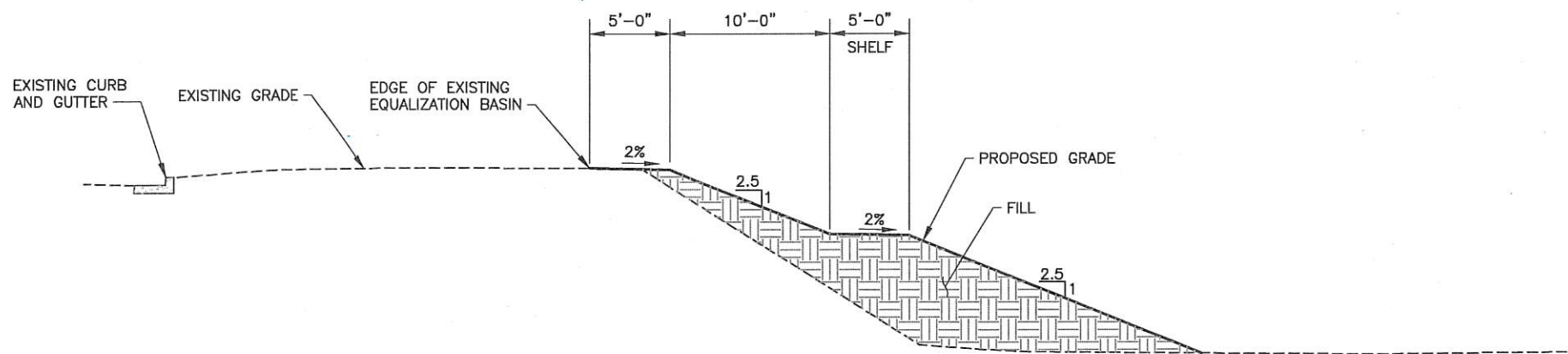
CIVIL		PROJECT NUMBER 155-18-01	
GRADING PLAN - 3		DATE: FEBRUARY 2019	
AND SECTION		DRAWING NO. C-06	
		SHEET 10 OF 41	

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TYPICAL SECTION E
SCALE: 1:5

- KEY NOTES:
- ① 3" THICK COMPACTED ASPHALT PAVEMENT.
 - ② 8" THICK COMPACTED BASE COURSE.



TYPICAL SECTION F
SCALE: 1:5

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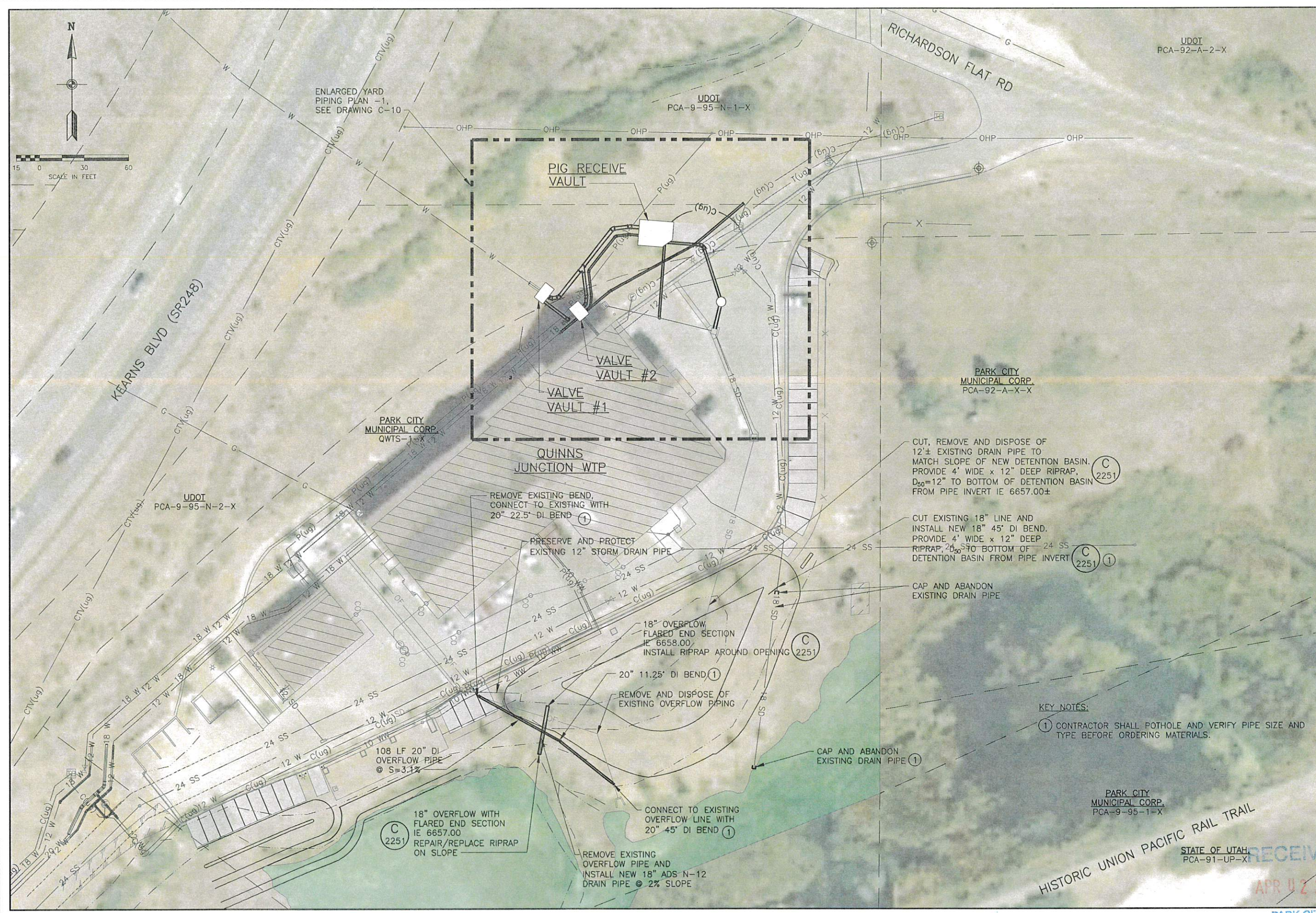


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QUINNS WTP AND SIGNAL HILL AREA	
PARK CITY, UT	
DESIGN	REVIEW
DESIGN E. NEIL	CHECKED E. NEIL
DRAWN B. BAUCOM	APPROVED J. OLDHAM
VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING	

CIVIL	GRADING PLAN - 4 SECTIONS	PROJECT NUMBER 155-18-01
DATE: FEBRUARY 2019	DRAWING NO. C-08	SHEET 12 OF 41



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REVISIONS	
NO.	DATE

QUINNS WTP AND SIGNAL HILL AREA
PARK CITY, UT

VERIFY SCALE
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DESIGN: B. ASHCROFT
CHECKED: K. BAGLEY
APPROVED: J. OLDHAM

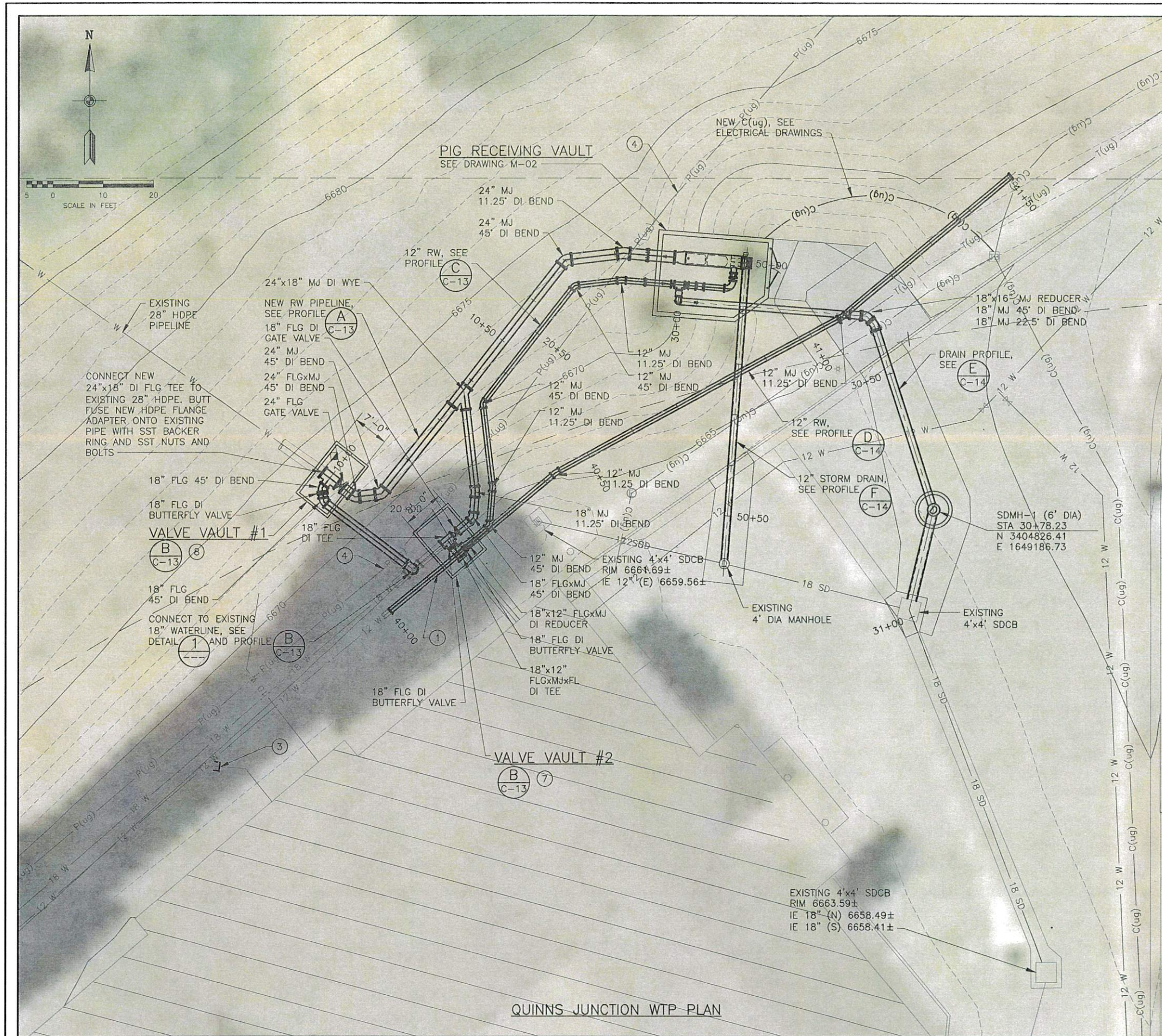
REVIEW: K. BAGLEY
APPROVED: J. OLDHAM

QUINNS JUNCTION WTP OVERALL YARD PIPING PLAN

CIVIL

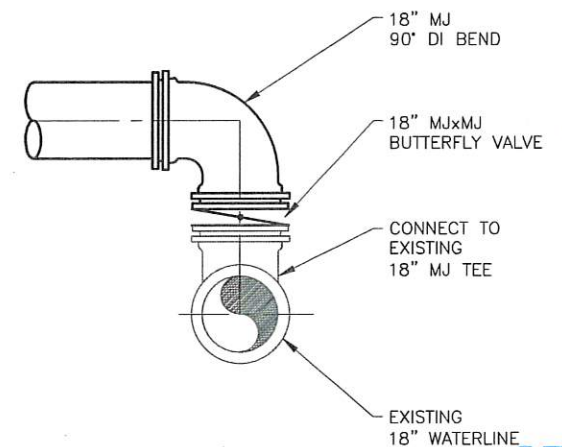
DATE: FEBRUARY 2019
PROJECT NUMBER: 155-18-01

DRAWING NO. C-11
SHEET 15 OF 41



NOTES:

- 1 CONNECT TO EXISTING 12" WATERLINE. (C 2634)
- 2 CONNECT TO EXISTING 18" WATERLINE.
- 3 CAP EXISTING WATERLINE.
- 4 PRESERVE AND PROTECT EXISTING UNDERGROUND POWER.
- 5 PRESERVE AND PROTECT EXISTING UNDERGROUND COMMUNICATION LINE.
- 6 PRESERVE AND PROTECT EXISTING UNDERGROUND TELEPHONE LINE.
- 7 NEW PRECAST 11' x 8' VALVE VAULT WITH GRAVEL BOTTOM.
- 8 NEW PRECAST 12' x 7' VALVE VAULT.
- 9 THRUST BLOCK (C 2231)



DETAIL 1
NOT TO SCALE

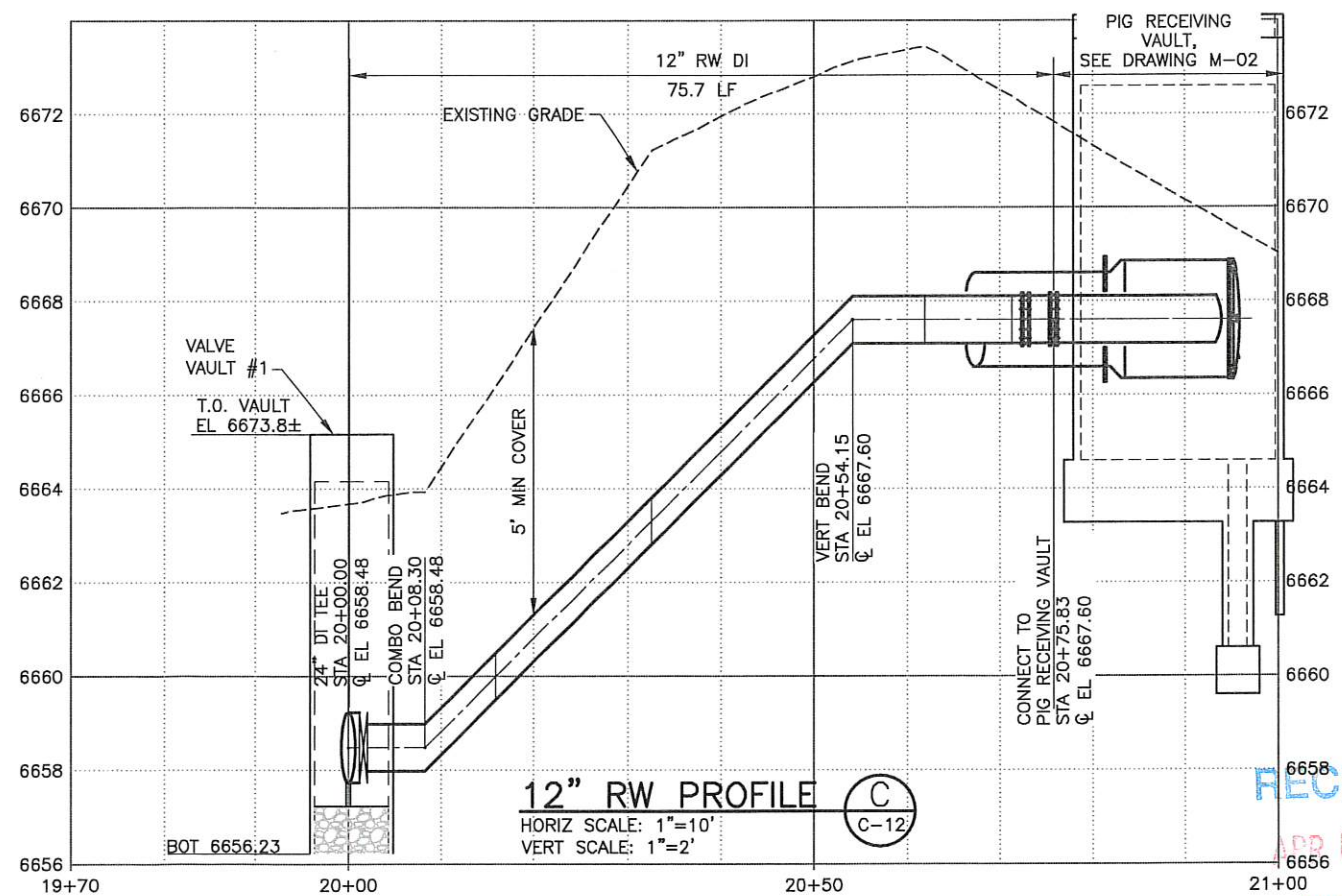
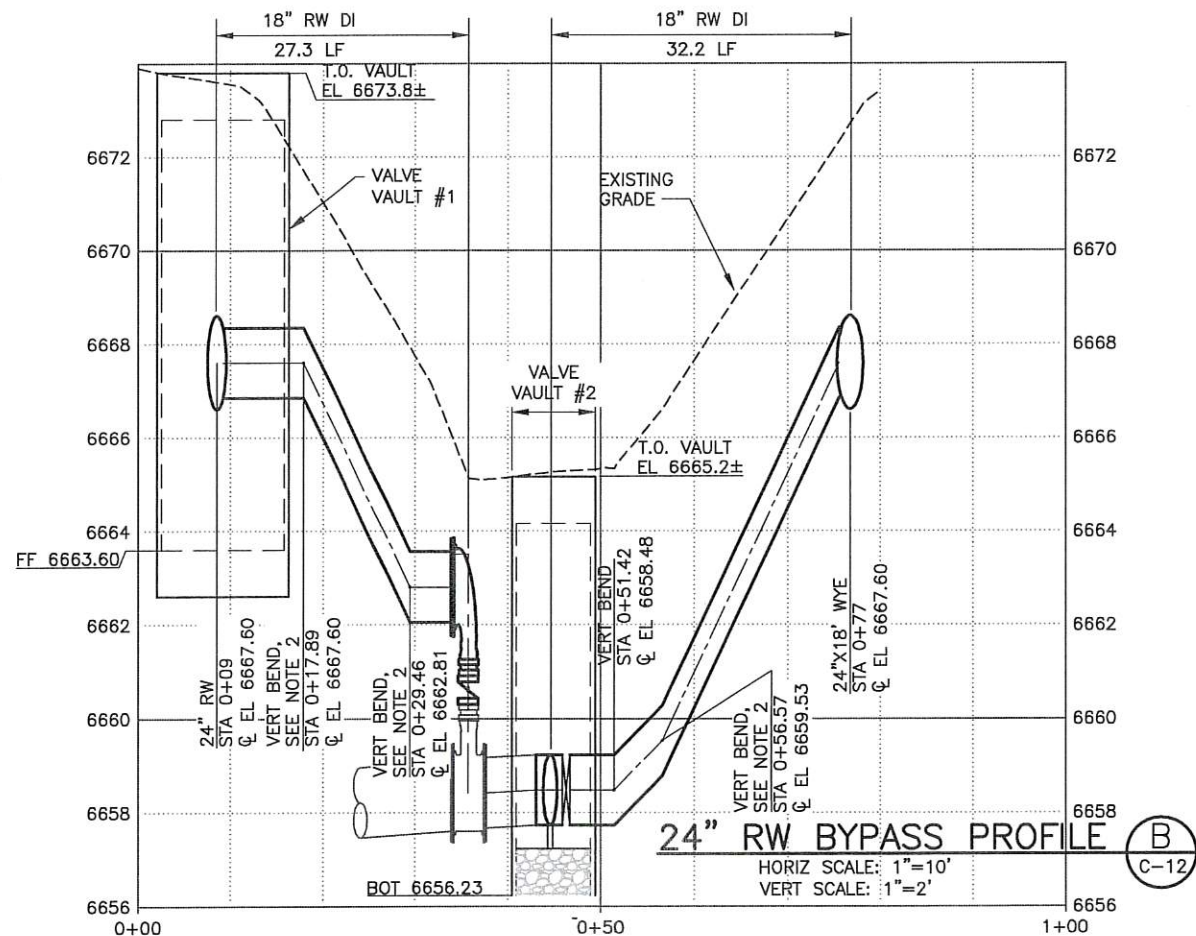
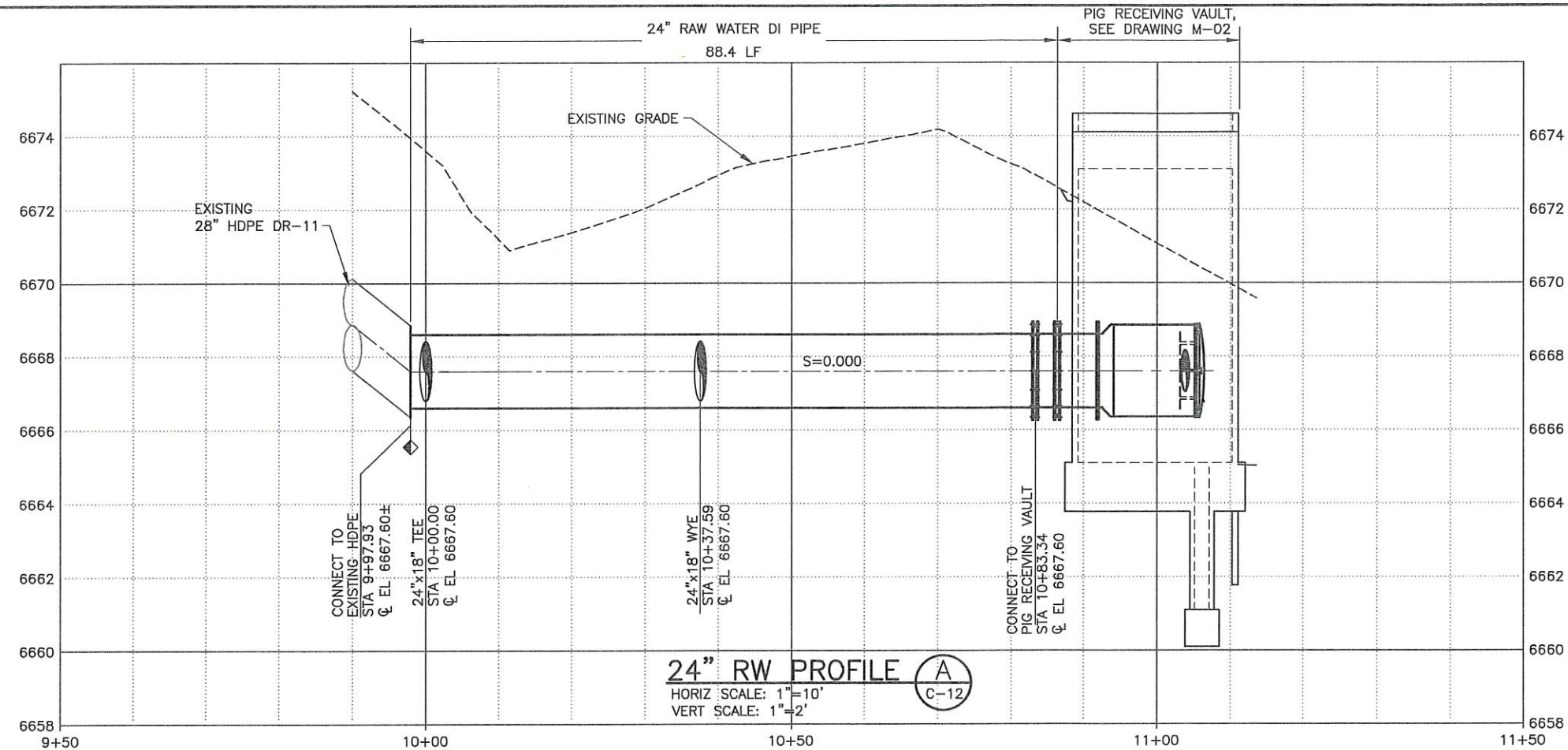
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NO.	DATE	REV. BY	DESCRIPTION

PARK CITY MUNICIPAL CORPORATION	
QUINNS WTP AND SIGNAL HILL AREA	
PARK CITY, UT	
DESIGN	REVIEW
E. NEIL	E. NEIL
DRAWN	APPROVED
B. BAUCOM	J. OLDHAM

CIVIL	YARD PIPING PLAN - 1		PROJECT NUMBER	155-18-01
	DATE: FEBRUARY 2019			
DRAWING NO. C-12				
SHEET 16 OF 41				

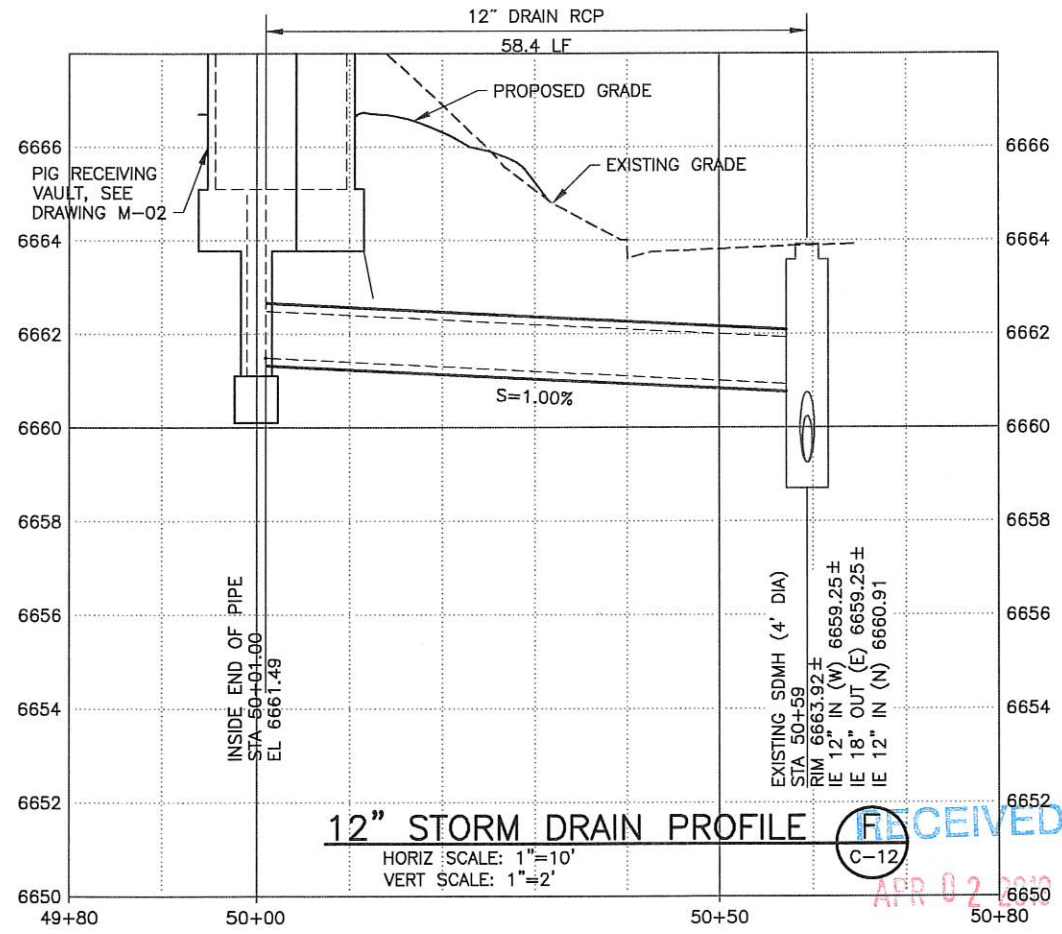
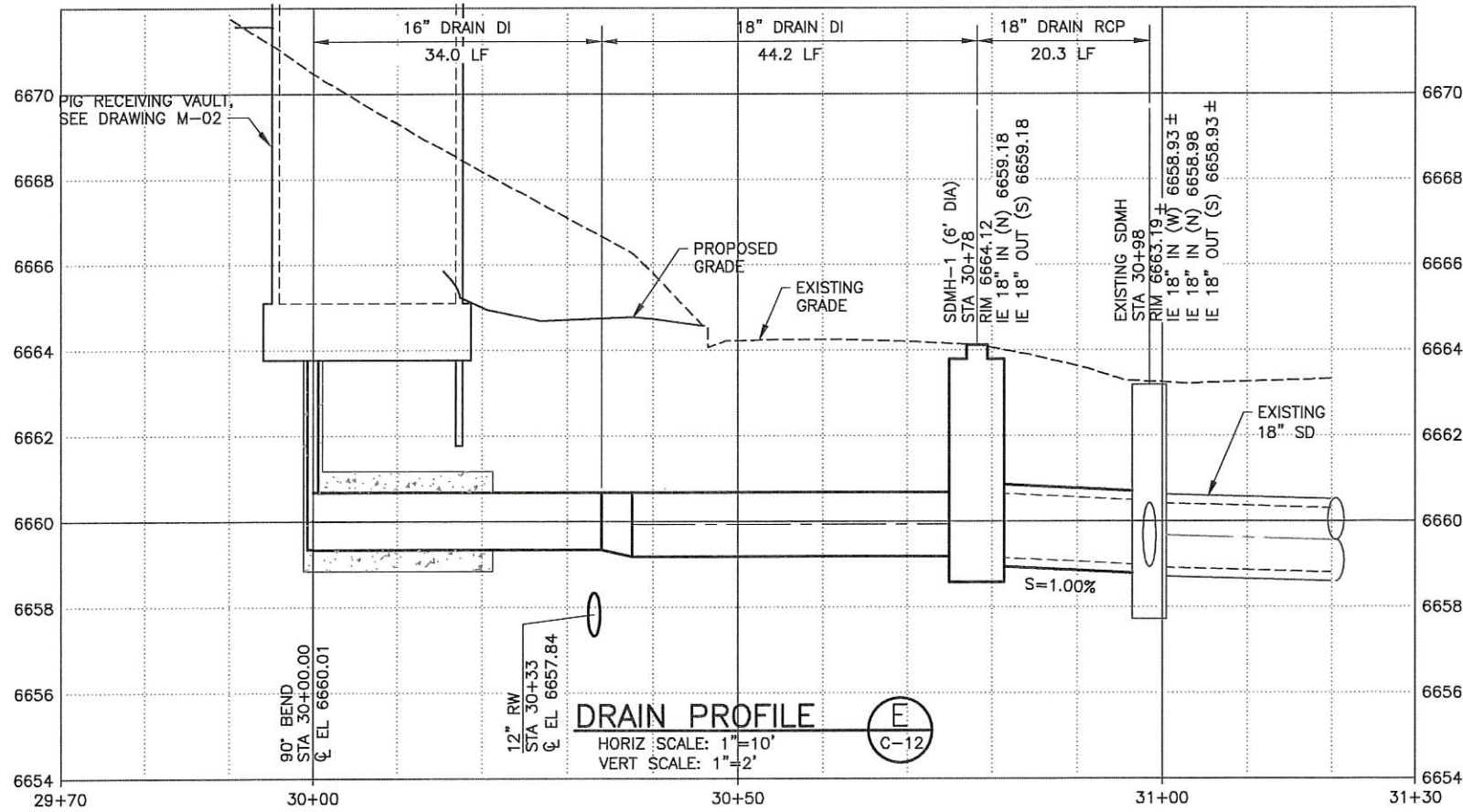
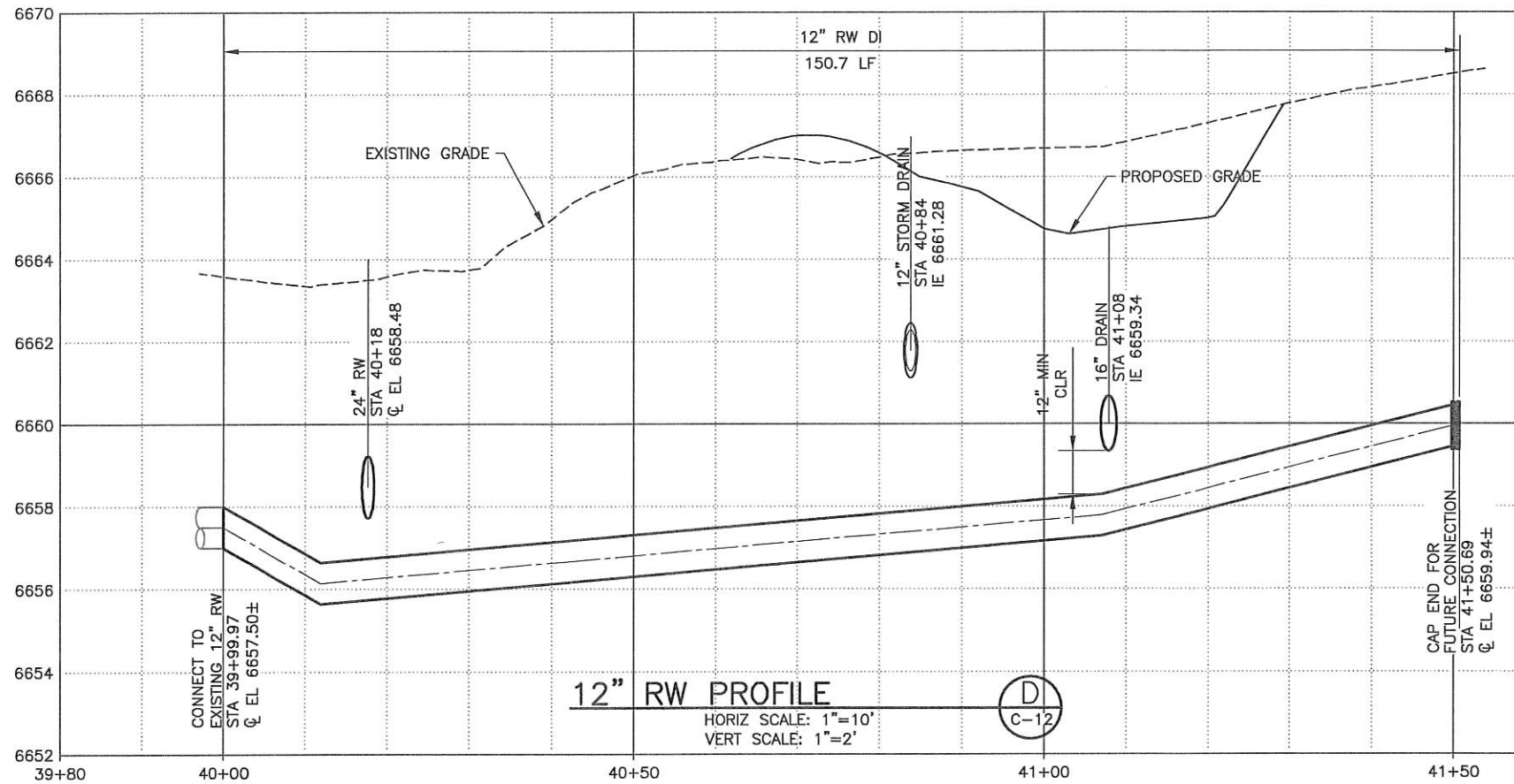


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VERIFY SCALE
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DESIGN: D. SCHRINER
DRAWN: B. BAUCOM
CHECKED: J. OLDHAM
APPROVED: J. OLDHAM
REVIEW: J. OLDHAM

CIVIL
YARD PIPING PROFILES - 1
DATE: FEBRUARY 2019
PROJECT NUMBER: 155-18-01

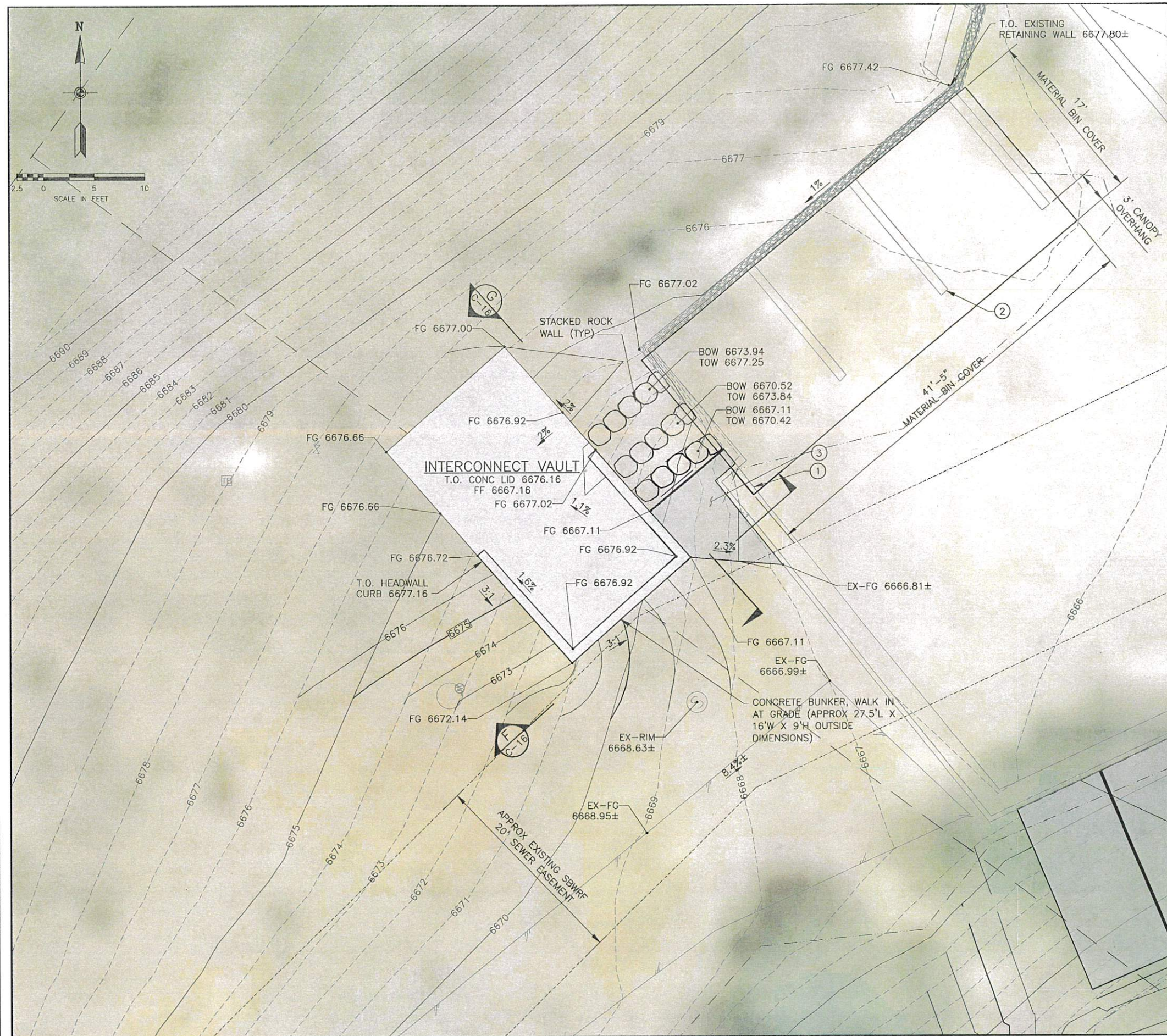


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NO.	DATE	REV. BY	DESCRIPTION

DESIGN	DESIGN B. ASHCROFT	DRAWN B. BAUCOM
REVIEW	CHECKED K. BAGLEY	APPROVED J. OLDHAM
VERIFY SCALE	BAR IS ONE INCH ON ORIGINAL DRAWING	

CIVIL	PROJECT NUMBER	155-18-01
YARD PIPING PROFILES - 2		
DRAWING NO.	C-14	
SHEET	18	OF 41



KEY NOTES:

- ① PRESERVE AND PROTECT EXISTING MOUNTABLE CURB AND GUTTER.
- ② PRESERVE AND PROTECT EXISTING MATERIAL BINS.
- ③ NEW 6" THICK CONCRETE PAVEMENT OVER 8" THICK COMPACTED BASE COURSE.

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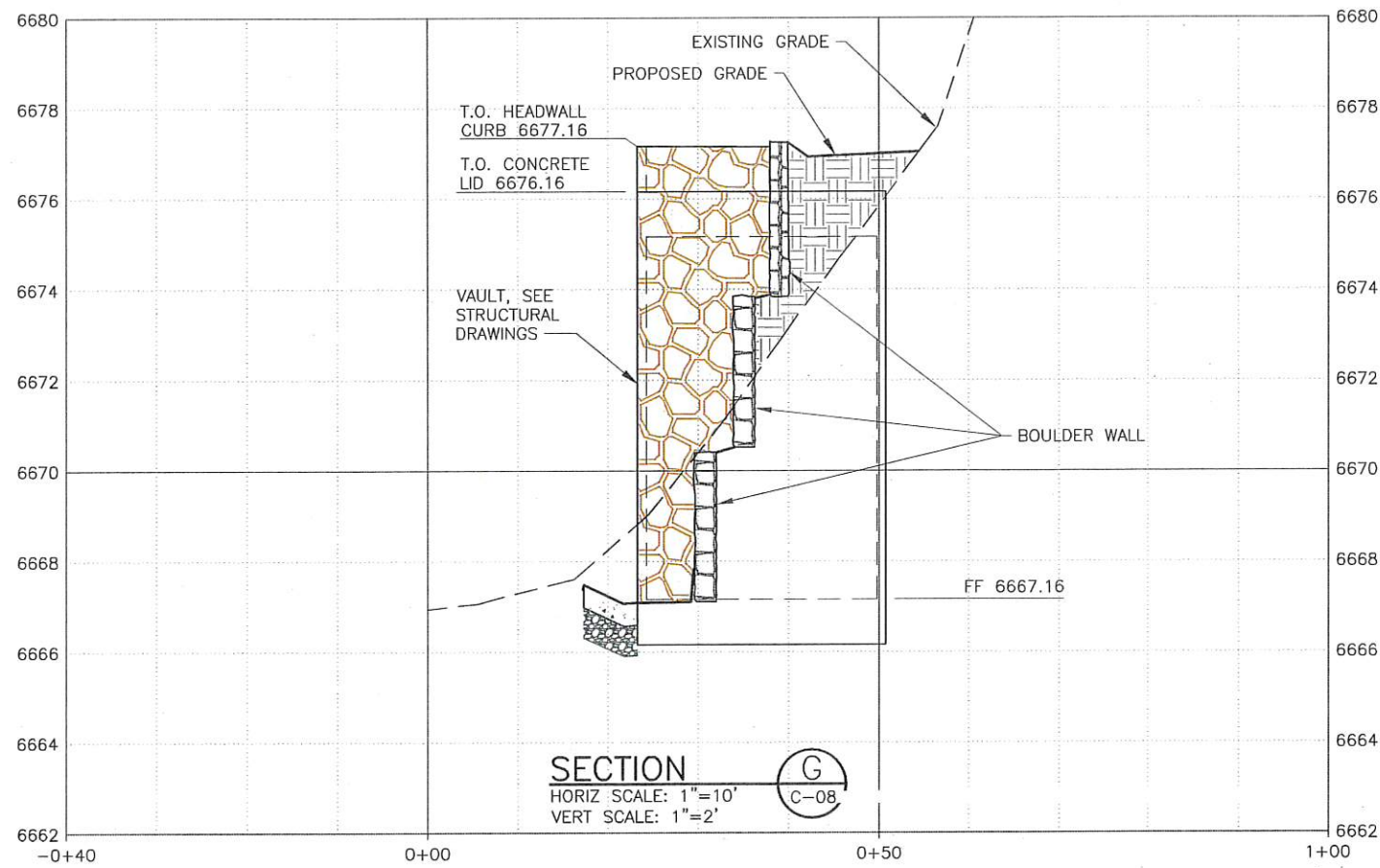
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PARK CITY PLANNING DEPT.

NO.	DATE	REV. BY	DESCRIPTION

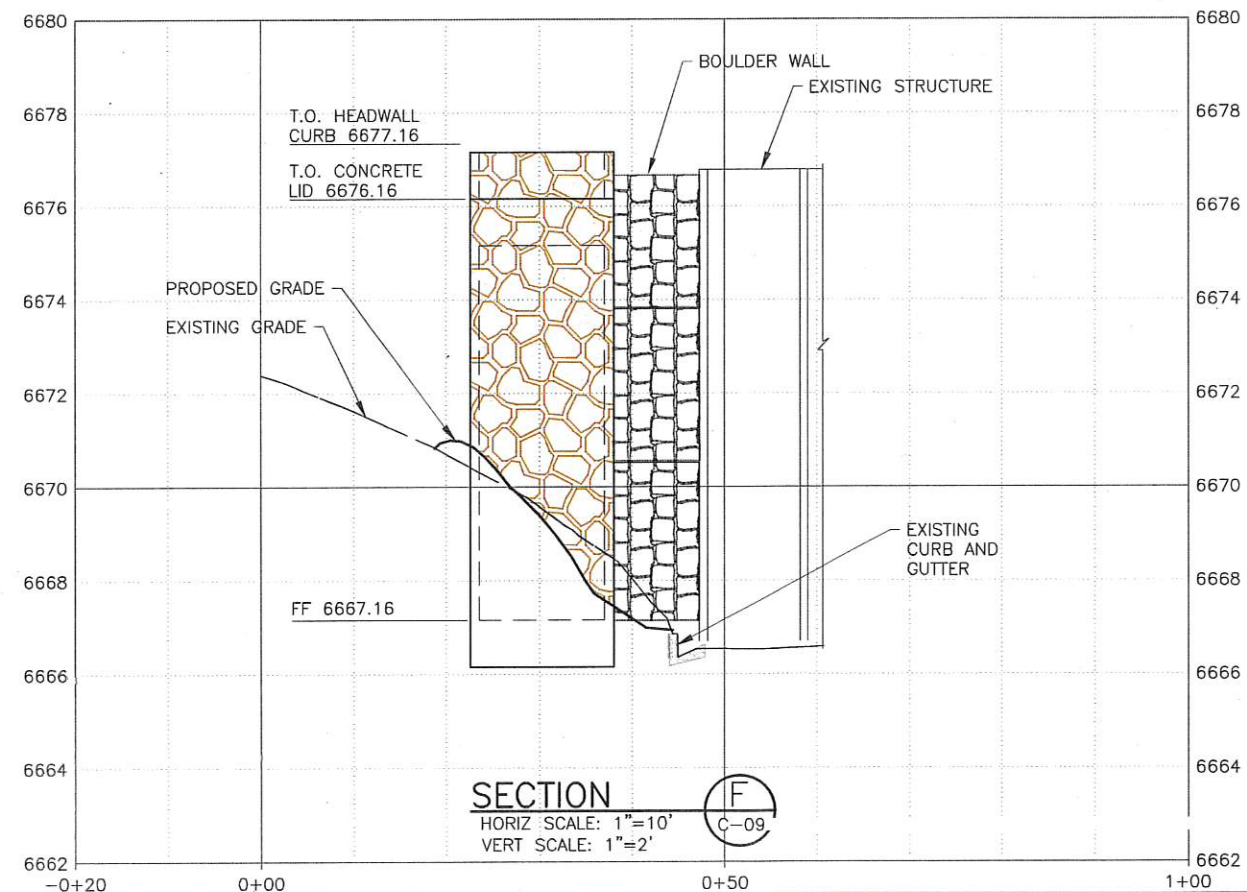
PARK CITY MUNICIPAL CORPORATION QUINNS WTP AND SIGNAL HILL AREA PARK CITY, UT			
DESIGN D. SCHRINER	CHECKED K. BAGLEY	REVIEW J. OLDHAM	VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING

CIVIL	INTERCONNECT VAULT GRADING	PROJECT NUMBER 155-18-01
DATE: FEBRUARY 2019	DRAWING NO. C-15	SHEET 19 OF 41



KEY NOTES:

- ① EXPOSED FACES OF CONCRETE BUNKER SHALL HAVE DECORATIVE ROCK FACADE



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PRELIMINARY

NO.	DATE	REV. BY	DESCRIPTION

PARK CITY MUNICIPAL CORPORATION QUINNS WTP AND SIGNAL HILL AREA PARK CITY, UT	VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING	REVIEW K. BAGLEY J. OLDHAM	DESIGN D. SCHRINER D. SCHRINER
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CIVIL	INTERCONNECT VAULT SECTIONS	DATE: FEBRUARY 2019	PROJECT NUMBER: 155-18-01
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DRAWING NO. C-16	SHEET 20 OF 41
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GENERAL

1. THE SPECIFICATIONS AND REQUIREMENTS INDICATED ON THIS SHEET ARE INTENDED AS A BASIC SUMMARY OF THE MATERIAL CONSTRUCTION AND INSPECTION REQUIREMENTS FOR THIS PROJECT. ADDITIONAL REQUIREMENTS ARE GIVEN IN THE PROJECT SPECIFICATIONS. IN THE EVENT OF A CONFLICT BETWEEN THESE GENERAL NOTES AND THE REQUIREMENTS GIVEN IN THE PROJECT SPECIFICATIONS, THE ENGINEER SHALL BE CONTACTED TO DETERMINE WHICH PROVISION GOVERNS.
2. FOR LOCATION AND DIMENSIONS OF SLEEVES, CURBS, OPENINGS, AND DEPRESSIONS NOT SHOWN ON THE STRUCTURAL DRAWINGS, SEE ARCHITECTURAL, CIVIL, MECHANICAL, AND ELECTRICAL DRAWINGS. THE CONTRACTOR SHALL VERIFY AND COORDINATE PENETRATIONS SHOWN ON THE OTHER PROJECT DRAWINGS, WHETHER THEY ARE SHOWN ON THE STRUCTURAL DRAWINGS OR NOT.
3. EMBEDDED ITEMS, SUCH AS PIPE SLEEVES, CONDUITS, AND INSERTS SHALL ALL BE RIGIDLY INSTALLED IN PLACE BEFORE CONCRETE IS POURED. SEE ARCHITECTURAL, CIVIL, MECHANICAL, AND ELECTRICAL DRAWINGS FOR ITEMS REQUIRING SLEEVES AND EMBEDMENTS IN CONCRETE, WHICH ARE NOT SHOWN ON THE STRUCTURAL DRAWINGS.
4. NO STRUCTURAL MEMBER SHALL BE CUT FOR PIPES, DUCTS, ETC. UNLESS SPECIFICALLY DETAILED OR APPROVED IN WRITING BY THE ENGINEER.
5. DESIGN DETAILS AS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND APPLY TO ALL SIMILAR SITUATIONS OCCURRING ON THE PROJECT, WHETHER OR NOT THEY ARE SPECIFICALLY REFERENCED IN EACH LOCATION. CONSULT THE ENGINEER FOR CONCURRENCE PRIOR TO CONSTRUCTION.
6. SUBMIT DRAWINGS AND RECEIVE REVIEW OF ALL STRUCTURAL RELATED SHOP DRAWINGS PRIOR TO ERECTION OR CONSTRUCTION.
7. APPLICABLE BUILDING CODE FOR THE PROJECT IS THE 2015 EDITION OF THE INTERNATIONAL BUILDING CODE (IBC).

SITE PREPARATION NOTES

1. NO GEOTECHNICAL INVESTIGATION HAS BEEN PREPARED FOR THIS PROJECT. SITE PREPARATION NOTES FOR THIS PROJECT ARE BASED ON TYPICAL REQUIREMENTS FOR PROJECTS WITH SIMILAR ASSUMED SOIL CONDITIONS AND SIMILAR CONSTRUCTION. IF DURING SITE PREPARATION, THE SUBSURFACE SOILS CONDITIONS ARE FOUND UNSUITABLE FOR THE PROPOSED CONSTRUCTION, MODIFICATIONS TO THESE RECOMMENDATIONS MAY BE NECESSARY, AS DIRECTED BY THE OWNER'S TESTING LABORATORY.
2. ALL SURFACE MATERIALS SUCH AS VEGETATION (INCLUDING THE ROOT ZONE), TOPSOIL, DEBRIS, NON-ENGINEERED FILL, BOULDERS LARGER THAN 12" AND ANY OTHER DELETERIOUS MATERIALS SHALL BE REMOVED FROM WITHIN THE BUILDING PAD AREA. THESE STRIPPED SOILS ARE CONSIDERED UNSUITABLE FOR STRUCTURAL FILL.
3. THE SUBGRADE BELOW THE WET WELL IS LIKELY TO BE SOFT MATERIALS AND WILL LIKELY NEED TO BE STABILIZED. THE STABILIZING SHALL CONSIST OF FIRST PLACING A GEOTEXTILE, MIRAFI HP570 OR APPROVED EQUAL, OVER THE SOFT SUBGRADE. SEAMS SHALL BE OVERLAPPED A MINIMUM OF 24 INCHES. THE GEOTEXTILE SHALL COVERED WITH A MINIMUM OF 18 INCHES OF CRUSHED, ANGULAR 3/4" TO 1 1/2" DIAMETER DRAIN ROCK. THIS GEOTEXTILE AND GRANULAR FILL SHALL EXTEND FIVE FEET BEYOND THE PERIMETER OF THE STRUCTURES. COMPACT DRAIN ROCK PER SPECIFICATIONS.
4. IF EXCAVATIONS EXTEND DEEPER THAN FOOTINGS OR FINAL GRADE, THEY SHALL BE BACK FILLED WITH STRUCTURAL FILL. STRUCTURAL FILL SHALL CONSIST OF WELL GRADED, GRANULAR SOILS WITH A MAXIMUM ROCK SIZE OF 4 INCHES, A MAXIMUM 50% PASSING THE #4 SIEVE AND MAXIMUM OF 20% PASSING THE #200 SIEVE. A ROAD BASE TYPE FILL MEETING ASSHTO A-1-A FILL WILL SATISFY THESE REQUIREMENTS.
5. THE OWNER'S GEOTECHNICAL ENGINEER OR SPECIAL INSPECTOR SHALL OBSERVE THE NATURAL SOILS AT THE TIME OF FOOTING EXCAVATION TO DETERMINE THE SUITABILITY OF THE NATURAL SOILS FOR SUPPORTING THE FOOTINGS.
6. STRUCTURAL FILL BELOW FOOTINGS AND BELOW SLABS ON GRADE SHALL BE PLACED IN MAXIMUM 8 INCH LOOSE LIFTS AND COMPACTED TO AT LEAST 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-1557 AND SHALL BE COMPACTED AT A MOISTURE CONTENT WITHIN 2% OF THE OPTIMUM MOISTURE CONTENT.
7. BACKFILL AROUND WALLS SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-1557.
8. COMPACTION OF STRUCTURAL FILL SHALL BE OBSERVED AND TESTED BY OWNER'S TESTING LABORATORY TO INSURE THAT THE ABOVE REQUIREMENTS ARE ACHIEVED.

FOOTINGS

1. EXTERIOR WALL FOOTINGS SHALL BEAR AT A MINIMUM DEPTH OF 2'-6" BELOW FINISHED EXTERIOR GRADE.
2. NO FOOTINGS SHALL BE PLACED IN WATER OR ON FROZEN GROUND.
3. WHERE A PIPE PASSES THROUGH AN INTERIOR OR EXTERIOR FOUNDATION WALL, STEP THE FOOTING DOWN TO PASS BELOW PIPE AND THEN STEP BACK UP TO INDICATED ELEVATION. PROVIDE PIPE SLEEVE THROUGH FOUNDATION WALL.

CONCRETE

1. ALL CONCRETE CONSTRUCTION TO CONFORM TO ACI 318 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE," INCLUDING BAR BENDS AND HOOKS UNLESS SPECIFICALLY DETAILED OTHERWISE ON THESE DRAWINGS.
2. THE MINIMUM COMPRESSIVE STRENGTH OF ALL CONCRETE AT 28 DAYS SHALL BE 4500 PSI.
3. A STATEMENT OF MIX DESIGN FOR ALL CONCRETE SHALL BE SUBMITTED TO AND REVIEWED BY THE STRUCTURAL ENGINEER PRIOR TO COMMENCING WORK.
4. THE VARIOUS CONCRETE ITEMS ARE ASSIGNED TO EXPOSURE CATEGORIES AND CLASSES PER SECTION 4.2 OF ACI 318-11 ARE IDENTIFIED IN THE SPECIFICATIONS.
5. NON-STRUCTURAL ELEMENTS, SUCH AS ENCASEMENTS, CURBS, SIDEWALKS AND LEAN CONCRETE TO HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI.
6. USE CEMENT CONFORMING TO ASTM C150, TYPE II, LOW ALKALI.
7. ALL CONSTRUCTION JOINTS, EXPANSION JOINTS, AND OTHER TYPES OF JOINTS, OTHER THAN THOSE SPECIFICALLY SHOWN ON THE DRAWINGS TO BE APPROVED BY THE ENGINEER PRIOR TO PLACING CONCRETE.
8. PROVIDE 3/4-INCH CHAMFER AT ALL EXPOSED EDGES AND CORNERS UNLESS NOTED OTHERWISE.
9. BEFORE PLACING THE SECOND POUR AT CONSTRUCTION JOINTS, THOROUGHLY CLEAN AND ROUGHEN ALL JOINT SURFACES TO A MINIMUM AMPLITUDE OF 1/4 INCH.

REINFORCEMENT STEEL

1. PROVIDE REINFORCEMENT STEEL CONFORMING TO ASTM A615, GRADE 60 EXCEPT WHERE WELDING IS PERMITTED BY THE ENGINEER. PROVIDE STEEL CONFORMING TO ASTM A706 WHEN WELDING IS PERMITTED.
2. PROVIDE WELDED WIRE FABRIC CONFORMING TO ASTM A185.
3. DIMENSIONS GIVEN FOR REINFORCING BARS ARE TO BAR CENTERS UNLESS NOTED OTHERWISE. BAR COVER IS THE CLEAR DISTANCE BETWEEN BAR AND CONCRETE SURFACE. CLEARANCE FOR REINFORCEMENT BARS PER THE FOLLOWING UNLESS SHOWN OTHERWISE:
- WHEN PLACED AGAINST GROUND 3"
FORMED SURFACES IN CONTACT WITH THE GROUND 2"
OR EXPOSED TO THE WEATHER 2"
ALL OTHER CONCRETE SURFACES 2"
4. CONTINUE WALL CORNER AND WALL INTERSECTION REINFORCEMENT BARS AROUND CORNERS AND THROUGH COLUMNS OR PILASTERS. EXTEND REINFORCEMENT INTO CONNECTING WALLS AND LAP ON THE OPPOSITE FACE OF THE CONNECTING WALLS.
5. UNLESS OTHERWISE NOTED, ALL HOOKS SHOWN ARE 90° STANDARD HOOK AS DEFINED IN ACI 318-11.
6. LAP VERTICAL WALL BARS WITH DOWELS FROM BELOW AND EXTEND THROUGH SLABS ABOVE TO TOP FACE. BEND AND/OR LAP TO TOP SLAB REINFORCEMENT AS INDICATED.
7. UNLESS OTHERWISE INDICATED, CONTRACTOR MAY SPLICE CONTINUOUS SLAB OR LONGITUDINAL BEAM BARS AT LOCATIONS OF HIS CHOOSING, EXCEPT THAT TOP BAR SPLICES ARE TO BE LOCATED AT MIDSPAN AND BOTTOM BAR SPLICES ARE TO BE LOCATED AT SUPPORTS. MINIMUM LAP REQUIREMENTS ARE AS FOLLOWS UNLESS OTHERWISE INDICATED.

LAP LENGTHS* - CONCRETE								
BAR SIZE	#4	#5	#6	#7	#8	#9	#10	#11
CONCRETE DESIGN STRENGTH = 4500 PSI								
LAP LENGTH	1'-8"	2'-0"	2'-4"	3'-4"	3'-9"	4'-9"	5'-10"	7'-0"

*ASSUMES 2" MINIMUM CLEARANCE TO SURFACE

STRUCTURAL STEEL

1. UNLESS NOTED OTHERWISE, PROVIDE STRUCTURAL STEEL CONFORMING TO ASTM A36. ROLLED WIDE FLANGE SHAPES TO CONFORM TO ASTM A992. PIPE TO CONFORM TO ASTM A53, TYPE E OR S, GRADE B. STRUCTURAL TUBING TO CONFORM TO ASTM A1085. FABRICATE AND ERECT ALL STRUCTURAL STEEL IN CONFORMANCE WITH AISC SPECIFICATIONS.
2. USE A325 OR F1852 BOLTS FOR STEEL TO STEEL CONNECTIONS, F1554 GR36 FOR ANCHOR BOLTS, AND A307 BOLTS FOR ALL OTHER CONNECTIONS (UNLESS SPECIFIED OTHERWISE ON DRAWINGS). USE 3/4" DIAMETER MINIMUM.
3. USE ONLY CERTIFIED WELDERS FOR ALL WELDING WORK. USE FILLER METAL HAVING A MINIMUM TENSILE STRENGTH OF 70 KSI AND PERFORM ALL WORK IN ACCORDANCE WITH THE CURRENT STRUCTURAL WELDING CODE (AWS D1.1).
4. UNLESS OTHERWISE NOTED, COAT ALL STRUCTURAL STEEL COMPONENTS WITH PAINT OF OTHER PROTECTIVE COATINGS AS SPECIFIED IN THE PROJECT SPECIFICATIONS.

STAINLESS STEEL

1. WHERE REQUIRED, PROVIDE STAINLESS STEEL SHAPES, PLATES, BARS, AND RODS CONFORMING TO ASTM A666 AND A276, TYPE 316 OR 316L.
2. PROVIDE STAINLESS STEEL BOLTS AND NUTS CONFORMING TO ASTM F593 AND F594.

ALUMINUM

1. WHERE REQUIRED, PROVIDE ALLOY 6061-T6 FOR ALL ALUMINUM STRUCTURAL MATERIALS.
2. COAT ALL ALUMINUM SURFACES IN CONTACT WITH CONCRETE OR DISSIMILAR METALS AS DETAILED IN THE SPECIFICATIONS TO PREVENT ALUMINUM-CONCRETE REACTION OR ELECTROLYTIC ACTION.
3. ALUMINUM WELDING TO CONFORM TO THE LATEST STRUCTURAL WELDING CODE (AWS D1.2).

LOADING CRITERIA

1. BUILDING RISK CATEGORY	III
2. DEAD LOAD	CALCULATED FROM UNIT WEIGHT
3. LIVE LOADS:	
SUSPENDED SLABS	150 PSF
4. LATERAL EARTH PRESSURE (EFP)	
NON SATURATED MATERIALS (AT-REST)	60 PCF
SATURATED MATERIALS (INCLUDING HYDROSTATIC)	90 PCF
TWO FEET SURCHARGE	120 PCF
5. SNOW LOAD:	
GROUND SNOW LOAD	43 PSF
6. SEISMIC LOAD:	
PROCEDURE: EQUIVALENT LATERAL FORCE	
SITE CLASS:	D
IMPORTANCE FACTOR:	1.25
SEISMIC DESIGN CATEGORY:	D
SPECTRAL RESPONSE COEF:	
S _{DS}	0.72g
S ₀₁	0.38g
7. FROST DEPTH:	30 INCHES
8. ALLOWABLE SOIL BEARING CAPACITY	1,500 PSF

SPECIAL INSPECTIONS

1. SPECIAL INSPECTION IN ACCORDANCE WITH APPROPRIATE SECTIONS OF IBC 2015, CHAPTER 17 IS REQUIRED FOR THE PROJECT.
2. THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL SIGNED REPORT STATING WHETHER THE WORK REQUIRING SPECIAL INSPECTION WAS, TO THE BEST OF THE INSPECTOR'S KNOWLEDGE, IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE CODE, TO THE BUILDING OFFICIAL AND THE ENGINEER.
3. AN APPLICATION FOR OFF-SITE FABRICATION SHALL BE SUBMITTED TO THE BUILDING OFFICIAL FOR APPROVAL PRIOR TO FABRICATION.
4. A CERTIFICATE OF COMPLIANCE FOR OFF-SITE FABRICATION SHALL BE COMPLETED AND SUBMITTED TO THE BUILDING OFFICIAL FOR APPROVAL PRIOR TO ERECTION OF PREFABRICATED COMPONENTS. SPECIAL INSPECTION REQUIRED PER IBC SECTION 1704.2.
5. SPECIAL INSPECTION ITEMS REQUIRED PER LIST BELOW. CONTINUOUS OR PERIODIC INSPECTIONS IS DESIGNATED WITH A (C) OR (P).

CONCRETE: (TABLE 1705.3, 2015 IBC)

- A. PLACING REINFORCEMENT STEEL. _____ P
- B. WELDING REINFORCEMENT STEEL (IF APPROVED BY ENGINEER). _____ C
- C. PLACING ANCHOR BOLTS AND EMBEDDED PLATES. _____ P
- D. VERIFY APPLICABLE CONCRETE MIX BEING USED. _____ C
- E. SAMPLING CONCRETE FOR STRENGTH TESTS. _____ C
- F. CURING TECHNIQUES AND APPLICATION. _____ P

SOILS: (IBC TABLE 1705.6)

- A. VERIFY MATERIALS BELOW FOOTINGS ARE ADEQUATE FOR FOOTING SUPPORT. _____ P
- B. VERIFY EXCAVATIONS ARE TO PROPER DEPTH. _____ P
- C. VERIFY PROPERTIES OF COMPACTED FILL PRIOR TO PLACEMENT MEET REQUIREMENTS OF PROJECT. _____ P
- D. PRIOR TO PLACEMENT OF COMPACTED FILL OBSERVE SUBGRADE AND VERIFY THAT THE SITE HAS BEEN PREPARED PROPERLY. _____ P
- E. VERIFY PROPER USE OF COMPACTED FILL INCLUDING PROPER MATERIALS, COMPACTION DENSITIES AND LIFT THICKNESS. _____ C

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NO.	DATE	REV. BY	DESCRIPTION

DESIGN DESIGN S. COHEN DRAWN T. ANDERSON	REVIEW CHECKED S. COHEN APPROVED J. OLDHAM	VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING	PARK CITY MUNICIPAL CORPORATION QUINNS WTP AND SIGNAL HILL AREA PARK CITY, UT

STRUCTURAL GENERAL NOTES	PROJECT NUMBER 155-18-01	DATE: FEBRUARY 2019

DRAWING NO. GS-01
SHEET 24 OF 41

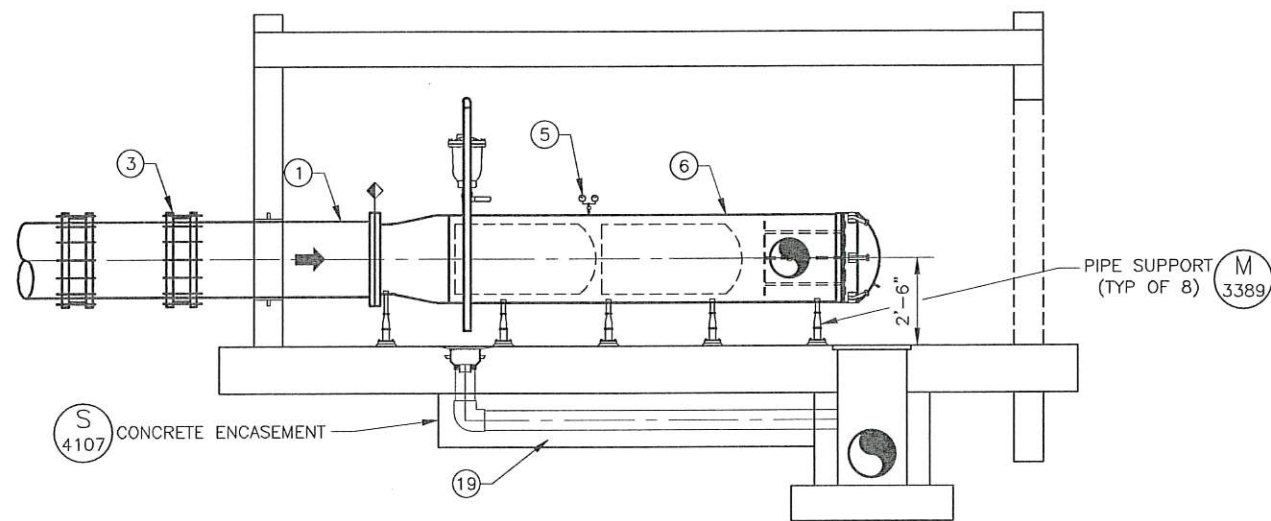


1. MINIMUM SLOPE FOR ALL 6" AND 12" DRAIN PIPES SHALL BE $\frac{1}{8}$ "/FT.
2. X-REPRESENTS LOCATION OF PIPE SUPPORTS (IN PLAN ONLY) SEE 
3. ALL FLANGES, FITTINGS, PIPING, AND EQUIPMENT SHALL BE RATED FOR TEST PRESSURES OF 250 PSI. THE WORKING PRESSURE OF THE SYSTEM IS 170 PSI.
4. ALL PIPING UNDER THE VAULT SHALL BE CONCRETE ENCASED, SEE STRUCTURAL PLANS.
5. CONTRACTOR SHALL COORDINATE WITH ELECTRICAL CONTRACTOR REGARDING FINAL LOCATION OF CONDUITS.
6. PROVIDE HOUSEKEEPING PAD FOR ALL FLOOR SET EQUIPMENT, SEE STRUCTURAL DRAWINGS.

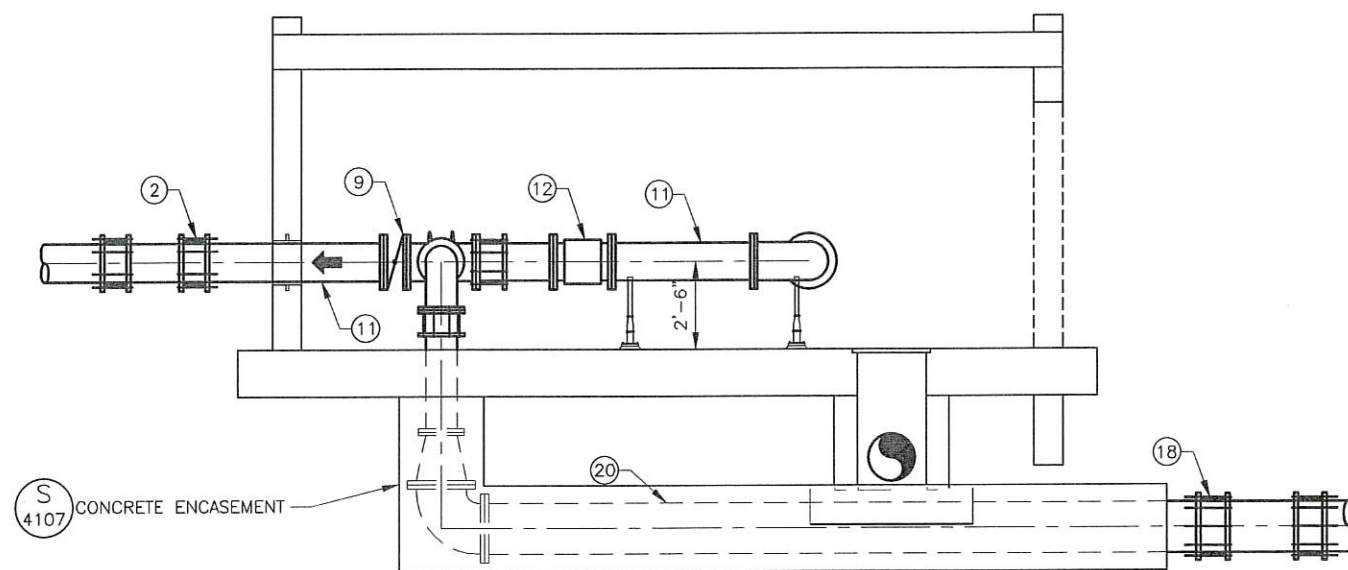
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DRAWING NO.
M-02

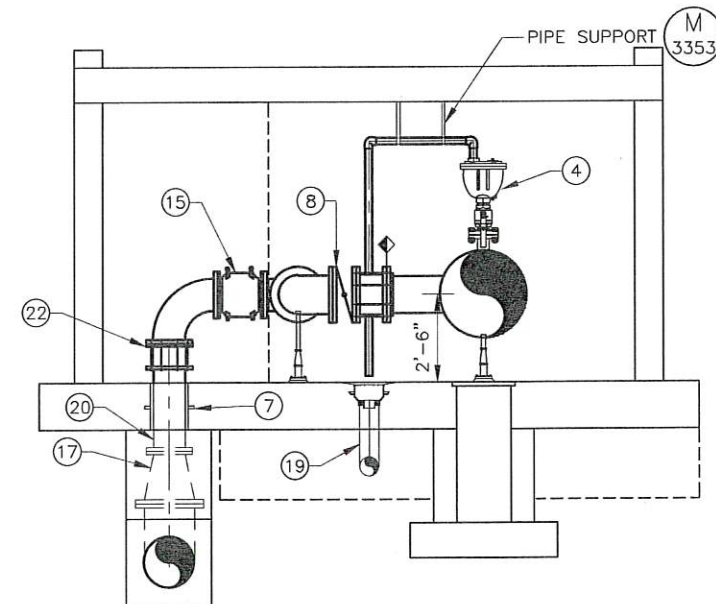
SHEET 28 OF 41



SECTION C
SCALE: 3/8"=1'-0"



SECTION D
SCALE: 3/8"=1'-0"



SECTION E
SCALE: 3/8"=1'-0"

GENERAL NOTES:

1. MINIMUM SLOPE FOR ALL 6" AND 12" DRAIN PIPES SHALL BE $\frac{1}{8}$ "/FT.
2. X-REPRESENTS LOCATION OF PIPE SUPPORTS (IN PLAN ONLY) SEE (M 3389)
3. ALL FLANGES, FITTINGS, PIPING, AND EQUIPMENT SHALL BE RATED FOR TEST PRESSURES OF 250 PSI. THE WORKING PRESSURE OF THE SYSTEM IS 170 PSI.
4. ALL PIPING UNDER THE VAULT SHALL BE CONCRETE ENCASED, SEE STRUCTURAL PLANS.
5. CONTRACTOR SHALL COORDINATE WITH ELECTRICAL CONTRACTOR REGARDING FINAL LOCATION OF CONDUITS.
6. PROVIDE HOUSEKEEPING PAD FOR ALL FLOOR SET EQUIPMENT, SEE STRUCTURAL DRAWINGS.
7. SEE DRAWING M-02 FOR PIPE AND EQUIPMENT SCHEDULE.

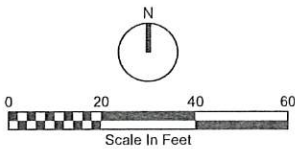
NO.	DATE	REV. BY	DESCRIPTION

PARK CITY MUNICIPAL CORPORATION QUINNS WTP AND SIGNAL HILL AREA PARK CITY, UT	VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING	REVIEW K. BAGLEY J. OLDHAM	DESIGN D. SCHRINER B. ASHCROFT
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MECHANICAL PIG RECEIVING VAULT SECTIONS	PROJECT NUMBER 155-18-01	DATE FEBRUARY 2019
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DRAWING NO. M-03	SHEET 29 OF 41
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NOTES:

1. SEE GENERAL CIVIL NOTES FOR STORMWATER AND EROSION CONTROL PROTECTION REQUIREMENTS.
2. CONTRACTOR TO COORDINATE BACKWASH SUPPLY LINE ELEVATIONS BASED ON EXISTING WATERLINE.
3. REFER TO GENERAL YARD PIPING AND UTILITIES NOTE 4 ON DWG G-04 FOR WATER / SANITARY SEWER SEPARATION.
4. MAINTAIN 5' MINIMUM COVER ALL YARD PIPING, AND A CONSTANT SLOPE BETWEEN ALL INVERT ELEVATIONS.

PARKING PLAN - SCHEMATIC DESIGN

PARKING SUMMARY:
Employee Spaces - 28
Visitor Spaces - 2
Operations Spaces - 24
ADA Space - 1
TOTAL PARKING - 55 Spaces

Bunkered Pig
Receiving Vault

New - 2 Employee
Parking Spaces

New - 2 Employee
Parking Spaces

New - 2 Employee
Parking Spaces

Existing - 6 Employee
Parking Spaces

Existing - 2 Visitor,
4 Employee Parking
Spaces

Interior Treatment
System Upgrades, typ.

42" High
Screen Wall

New - 12 Employee
Parking Spaces

Interior Second
Level Remodel

Canopy Addition to
Existing Materials
Storage Bunks

New Bunkered
Valve Vault
Structure

Landscape Berm

Stormwater Detention/
Pigging Basin, enlarged
(unlined).
Target Volume 500K Gal.

Basin Overflow Elevation

Enlarged Basin Limits

Fill and
Landscaping Area

42" High Screen Wall
or Berming

WETLANDS AREA



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Construction Package 1
QJWTP Phase 1 Short-Term Improvements Project
Park City Municipal Corporation
Park City, Utah

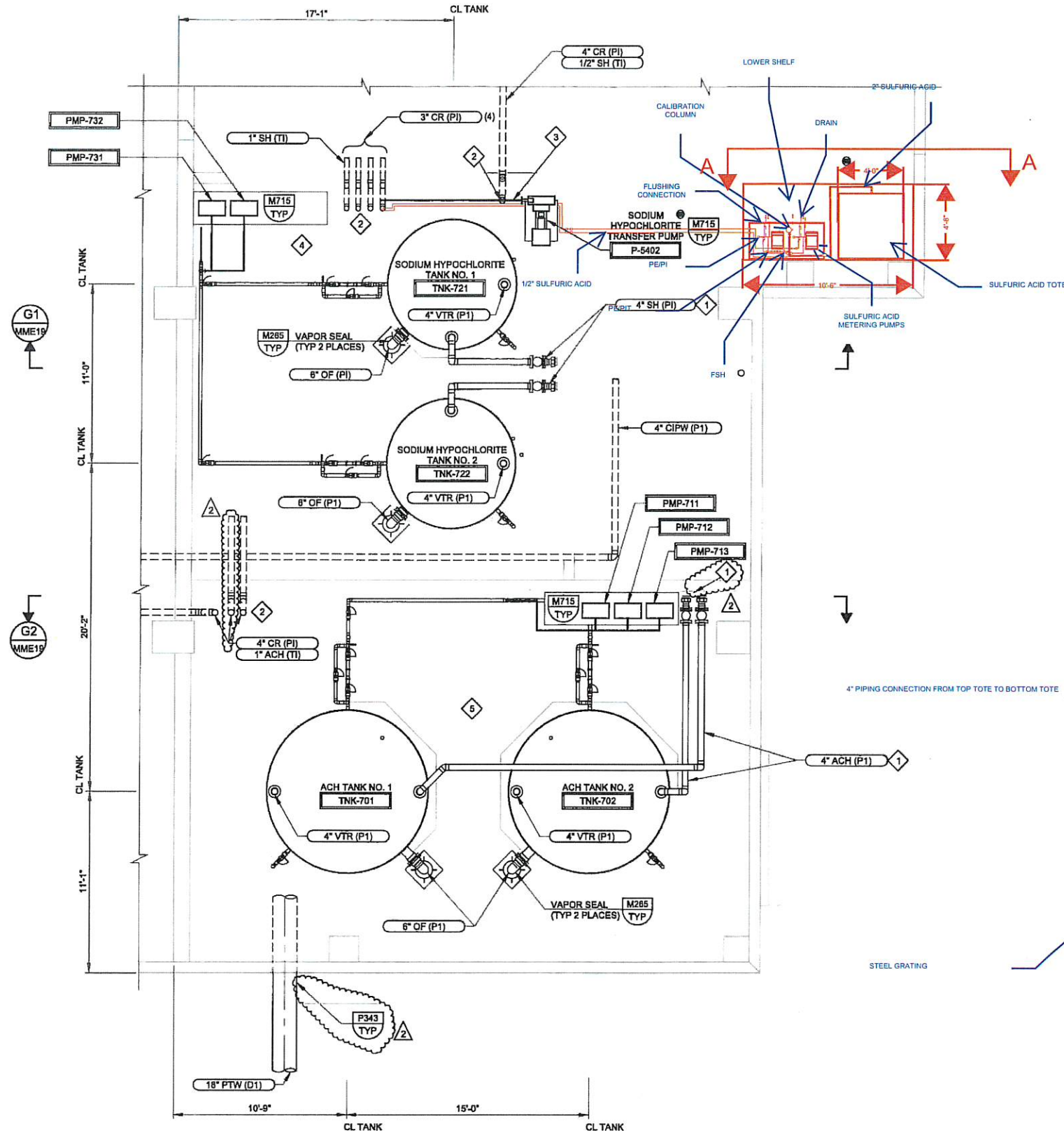
ch2m.

CIVIL
YARD PIPING PLAN

CONSTRUCTION DOCUMENTS

VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING.	
DATE	DECEMBER 2016
PROJ	667681
DWG	1-C-03
SHEET	of

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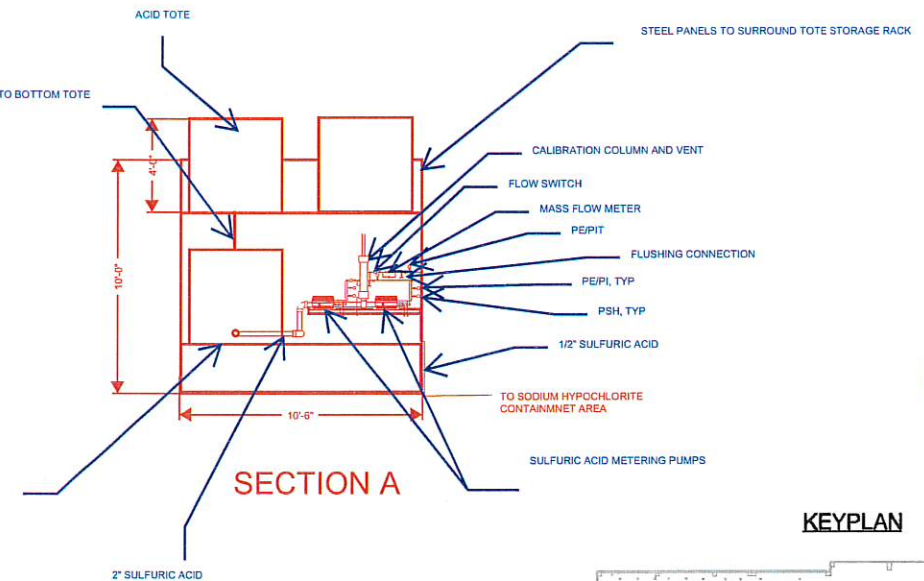


GENERAL NOTES:

1. SODIUM HYPOCHLORITE TRANSFER PUMP, ASSOCIATED VALVES, STRAINER, PRESSURE INDICATOR AND FLOWMETER PROVIDED BY MEMBRANE SUPPLIER FOR INSTALLATION BY CONTRACTOR. PIPING, SUPPORTS, TABLES AND APPURTENANCES PROVIDED AND INSTALLED BY CONTRACTOR.
2. ALL PIPING LOCATED BENEATH FLOOR SLAB TO BE CONCRETE ENCASED PER TYPICAL DETAIL P040.
3. ALL VALVE AIR TUBING TO BE MATERIAL TYPE T4, SEE PIPE MATERIAL SCHEDULE ON GM-01.

KEY NOTES:

1. PROVIDE FRP UNISTRUT SUPPORTS. PROVIDE BALL VALVE, MALE QUICK CONNECT FITTINGS AND FEMALE CAP.
2. EXTEND CARRY PIPE TO 6 INCHES ABOVE CONTAINMENT AREA WALL TRANSITION BETWEEN TUBING AND PIPE USING BARB FITTING AND SST HOSE CLAMPS.
3. INSTALL SODIUM HYPOCHLORITE CIP PIPING PER SCHEMATIC ON DRAWING M-ME-22. PROVIDE PIPE SUPPORT USING FRP UNISTRUT SIM TO TYPICAL DETAIL P660. COORDINATE LAYOUT WITH ENGINEER.
4. INSTALL SODIUM HYPOCHLORITE PIPING PER SCHEMATIC ON DRAWING M-ME-22. PROVIDE PIPE SUPPORT USING FRP UNISTRUT SIM TO TYPICAL DETAIL P660. COORDINATE LAYOUT WITH ENGINEER.
5. INSTALL ACH PIPING PER SCHEMATIC ON DRAWING M-ME-22. PROVIDE PIPE SUPPORT USING FRP UNISTRUT SIM TO TYPICAL DETAIL P660. COORDINATE LAYOUT WITH ENGINEER.

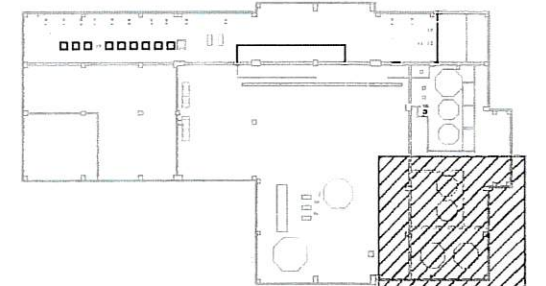


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KEYPLAN



G PARTIAL PLAN - CHEMICAL ROOM

SCALE: 1/4" = 1'-0"
FILE: 8143A10_M-ME-101-ADD

CONFORMED BIDDING DOCUMENT FOR CONSTRUCTION
THE ADDENDA ISSUED DURING THE BIDDING PERIOD ARE UNIFIED IN THIS DOCUMENT. IF DISCREPANCIES BETWEEN THIS UNIFIED SET AND THE BIDDING SET INCLUDING ADDENDA ARE FOUND, THE BIDDING SET WITH THE ORIGINAL ADDENDA SHALL GOVERN.

carolla
Engineers...Working Wonders With Water®

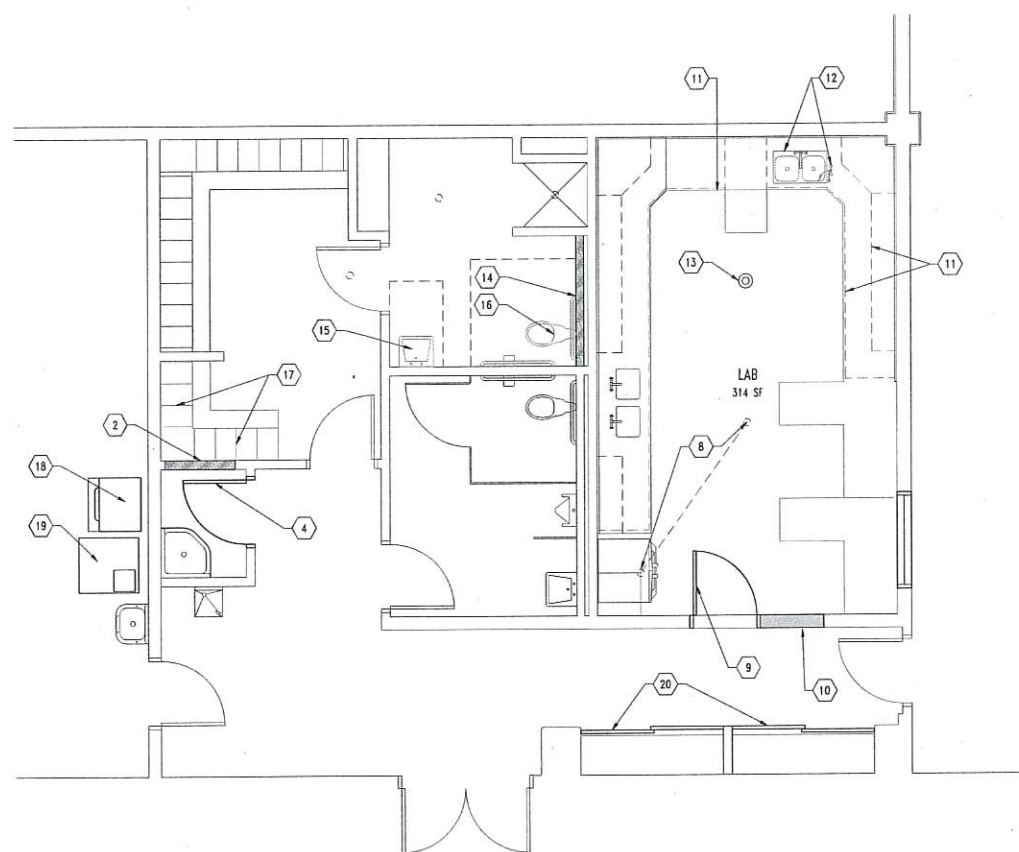
PARK CITY
1884

PARK CITY MUNICIPAL CORPORATION
QUINNS JUNCTION WATER TREATMENT PLANT
MECHANICAL
MEMBRANE BUILDING
PARTIAL PLAN - CHEMICAL ROOM

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1'
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

JOB NO.
8143A10
DRAWING NO.
M-ME-18
SHEET NO.
72 OF 195

D
C
B
A



A1 | QJWTP FIRST FLOOR LAB PLAN
AE101 REF: NONE SCALE: 1/4" = 1'-0"

GENERAL NOTES

1. FIELD VERIFY ALL EXISTING CONDITIONS AND THEIR COMPATIBILITY WITH NEW CONSTRUCTION PRIOR TO THE COMMENCEMENT OF WORK. COORDINATE DISCREPANCIES WITH ARCHITECT.
2. DO NOT SCALE DRAWINGS.
3. SEE CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR MORE INFORMATION.
4. DIMENSIONS ARE FROM FACE FINISH - U.N.O.
5. PROVIDE ROOM IDENTIFICATION SIGNAGE ON ALL INTERIOR DOORS - REFER TO SPECIFICATION.

FLOOR PLAN KEYNOTES

1. NEW DOOR OPENING TO MECHANICAL
2. INFILL WALL, MUD, TAPE AND PAINT TO MATCH NEW
3. NEW WINDOW TO MATCH OPENING HEIGHT AND SILL OF EXISTING WINDOWS
4. NEW DOOR. SEE DOOR SCHEDULE
5. NEW ADA DRINKING FOUNTAIN
6. REPOSITIONED SERVER CABINET
7. RELOCATED FILING CABINET
8. EXISTING DRAIN TO REMAIN.
9. SINGLE ENTRY GLASS DOOR. SEE DOOR SCHEDULE
10. WALL INFILL
11. NEW MILLWORK TO MATCH EXISTING
12. NEW INTEGRATED SINK AND EYEWASH STATION
13. CEILING MOUNTED SAFETY SHOWER AND DRAIN
14. NEW 3-5/8" METAL STUD FURRING @ 16" O.C. WITH 5/8" M.R. GYPSUM BOARD ON ONE SIDE FULL HEIGHT.
15. NEW LAVATORY. SEE PLUMBING DRAWINGS.
16. NEW WALL MOUNTED FLUSH VALVE WATER CLOSET. SEE PLUMBING DRAWINGS.
17. NEW LOCKERS AND BENCH TO MATCH EXISTING.
18. NEW STACKED WASHER / DRYER (BY OWNER).
19. NEW ICE MACHINE (BY OWNER). PROVIDE NEW FLOOR SINK, SEE PLUMBING DRAWINGS.
20. NEW PAIR OF SLIDING CLOSET DOORS. SEE DOOR SCHEDULE.

CLIENT



QUINN'S JUNCTION WATER TREATMENT PLANT
3800 RICHARDSON FLAT ROAD
City, UT 84060

DESIGNER



architecture • sustainability • design services
255 Crossroad Square
Salt Lake City, UT 84115
P:(801) 961-7070
F:(801) 961-7373

CONSULTANTS

PROFESSIONAL SEAL

NOT FOR
CONSTRUCTION
OR
RECORDING

ISSUE

MARK DATE DESCRIPTION

ARCHIPLEX PROJECT NO: 1815.01C
DRAWN BY: M.TURNER
CHECKED BY: P.CROXFORD
SCALE: AS SHOWN
DATE: JANUARY, 2019

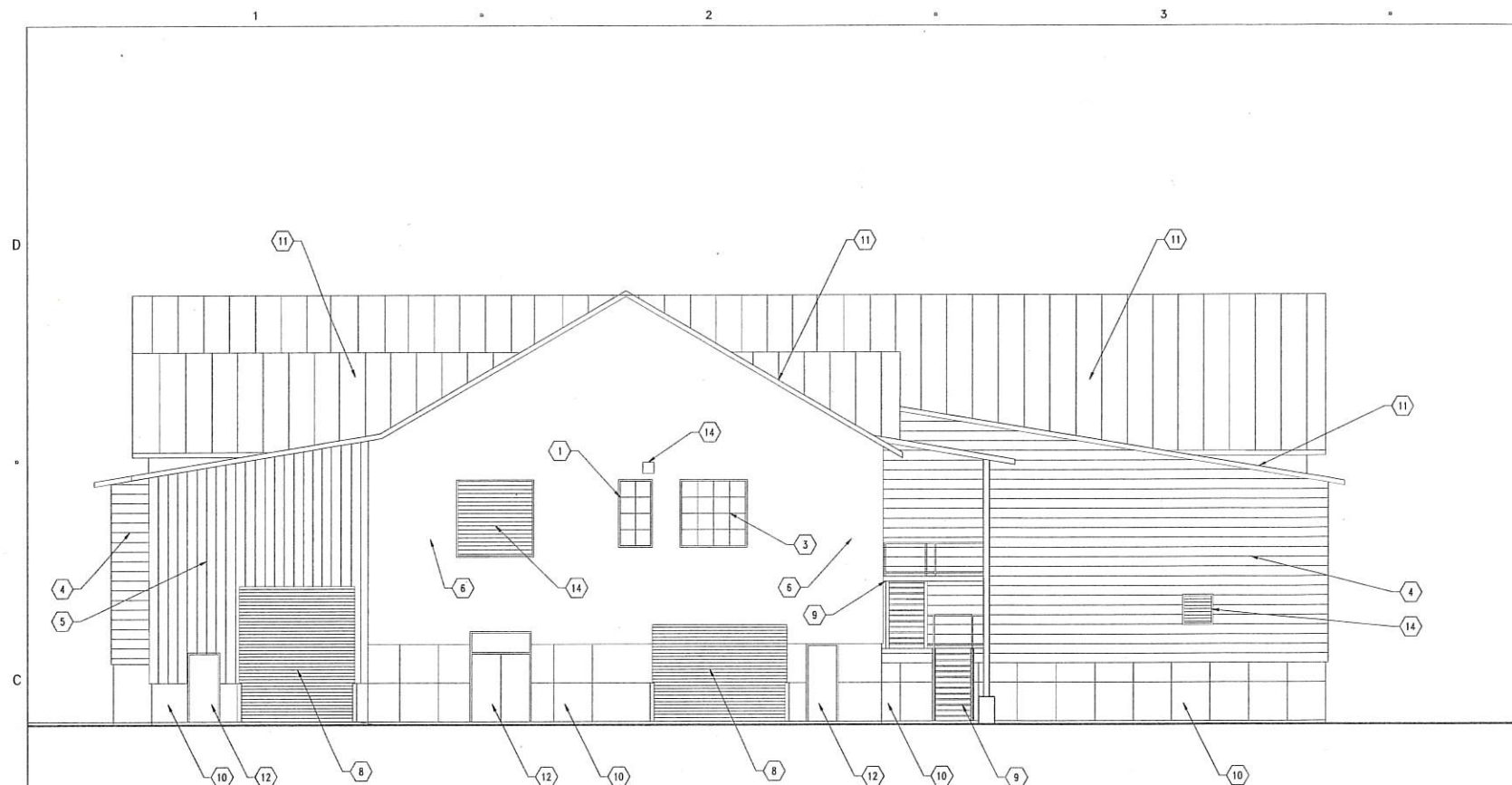
KEY PLAN

SHEET TITLE

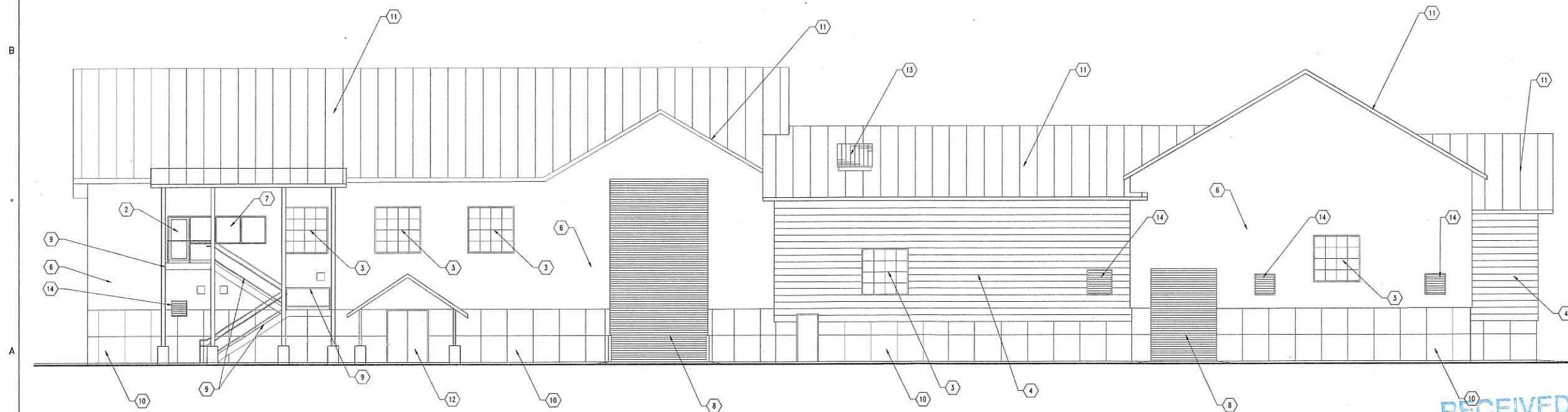
FLOOR PLAN

AE101

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C1 WEST BUILDING ELEVATION
SCALE: 1/8" = 1'-0"



A1 SOUTH BUILDING ELEVATION
SCALE: 1/8" = 1'-0"

GENERAL NOTES

1. FIELD VERIFY ALL EXISTING CONDITIONS AND THEIR COMPATIBILITY WITH NEW CONSTRUCTION PRIOR TO THE COMMENCEMENT OF WORK. COORDINATE DISCREPANCIES WITH ARCHITECT.
2. DO NOT SCALE DRAWINGS.
3. SEE CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR MORE INFORMATION.
4. DIMENSIONS ARE FROM FACE FINISH - U.N.O.
5. PROVIDE ROOM IDENTIFICATION SIGNAGE ON ALL INTERIOR DOORS - REFER TO SPECIFICATION.

FLOOR PLAN KEYNOTES

1. NEW WINDOW TO MATCH OPENING HEIGHT AND SILL OF EXISTING WEST WINDOW AND 1/2 THE WIDTH.
2. REPLACE EXISTING HOLLOW METAL DOOR AND FRAME WITH NEW ALUMINUM STOREFRONT DOOR AND FRAME.
3. EXISTING WINDOW TO REMAIN.
4. EXISTING PRE-FINISHED HORIZONTAL SIDING.
5. EXISTING PRE-FINISHED VERTICAL SIDING.
6. EXISTING PRE-FINISHED CORRUGATED METAL PANELS.
7. NEW STOREFRONT WINDOWS FROM 3'-0" TO 7'-0" A.F.F.
8. EXISTING OVERHEAD DOOR.
9. EXISTING METAL STAIR AND RAILING.
10. EXISTING CONCRETE STEM WALL.
11. EXISTING STANDING SEAM METAL ROOF.
12. EXISTING MAN DOOR.
13. EXISTING SKYLIGHT.
14. EXISTING LOUVER.

CLIENT



QUINN'S JUNCTION WATER TREATMENT PLANT
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City, UT 84060

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PROFESSIONAL SEAL

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CONSTRUCTION
OR
RECORDING

ISSUE

MARK	DATE	DESCRIPTION

MARK DATE DESCRIPTION

ARCHIPLEX PROJECT NO: 1815.01C
DRAWN BY: V.VANDERHOOF, M.TURNER
CHECKED BY: P.CROXFORD
SCALE: AS SHOWN
DATE: JANUARY, 2019

KEY PLAN

SHEET TITLE

QJWTP SECOND
FLOOR PLAN

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PLANT SCHEDULE					
TREES	BOTANICAL / COMMON NAME	CONT	CAL		QTY
	POPULUS ANGUSTIFOLIA NARROWLEAF COTTONWOOD	25 GAL			6
	POPULUS TREMULOIDES QUAKING ASPEN	B & B	2" CAL		18
SHRUBS	BOTANICAL / COMMON NAME	SIZE			QTY
	AMELANCHIER ALNIFOLIA SASKATOON; SERVICEBERRY	15 GAL			30
	AMELANCHIER ALNIFOLIA 'OBELISK' STANDING OVATION SERVICEBERRY	5 GAL			52
	ARTEMISIA TRIDENTATA WYOMINENSIS WYOMING SAGEBRUSH	5 GAL			135
	RHUS TRILOBATA THREE LEAF SUMAC	10 GAL			34
	RIBES ALPINUM ALPINE CURRANT	5 GAL			24
	SALIX EXIGUA COYOTE WILLOW	10 GAL			42
GRASSES	BOTANICAL / COMMON NAME	SIZE			QTY
	CALAMAGROSTIS ACUTIFLORA KARL FORERSTER FEATHER REED GRASS	5 GAL			58
GROUND COVERS	BOTANICAL / COMMON NAME	CONT	FIELD2	SPACING	QTY
	BARK MULCH	FLAT			2,185 SF
	APPLY AT A DEPTH OF 4-INCHES				
	PLANTINGS WITH EROSION CONTROL BLANKET TEMPORARY SPRAY IRRIGATION TEMPORARY SPRAY IRRIGATION FOR SEED ESTABLISHMENT PERMANENT DRIP IRRIGATION FOR TREES	SEED			16,447 SF
	SEED RESTORATION TEMPORARY SPRAY IRRIGATION NATIVE SEED WITH EROSION CONTROL FABRIC ON SLOPES 3:1 OR GREATER.	SEED			30,582 SF

**BOWEN COLLINS
& ASSOCIATES**

90% REVIEW

REVISIONS		NO.	DATE	REV. BY	DESCRIPTION

PARK CITY MUNICIPAL CORPORATION
QUINNS WTP AND SIGNAL HILL AREA
PARK CITY, UT

VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING

DESIGN DESIGN: J. TSANDES DRAWN: D. SCHRINER	REVIEW CHECKED: J. OLDFHAM APPROVED: J. TSANDES	DATE: FEBRUARY 2019 PROJECT NUMBER: 155-18-01
--	---	--

LANDSCAPE
LANDSCAPE PLAN

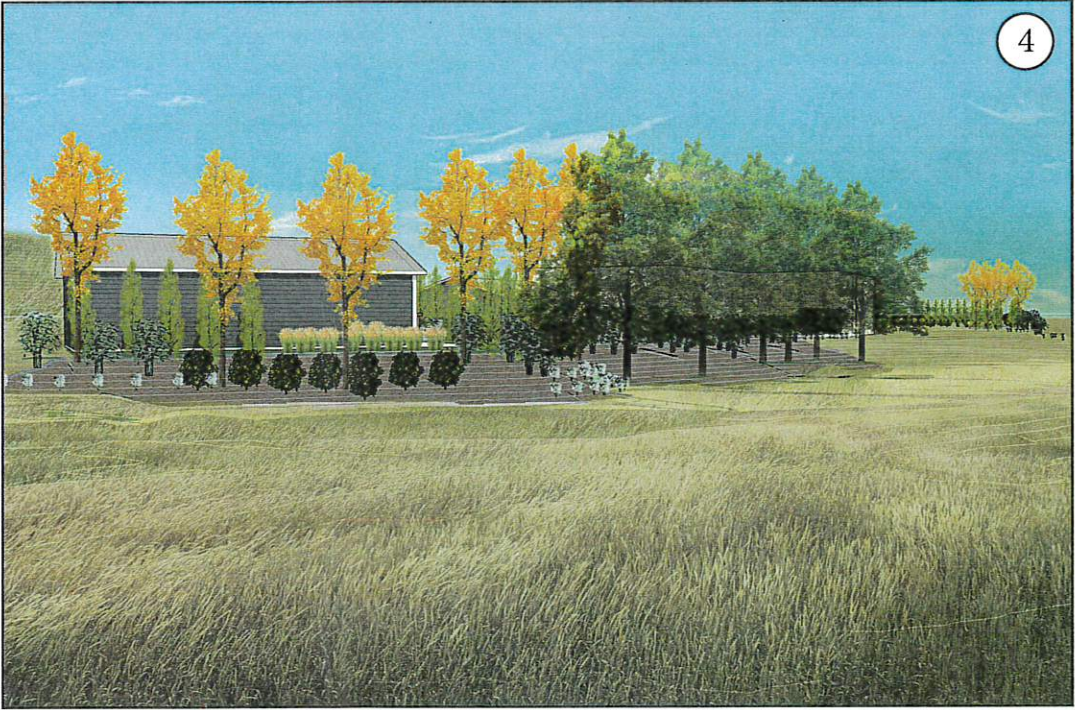
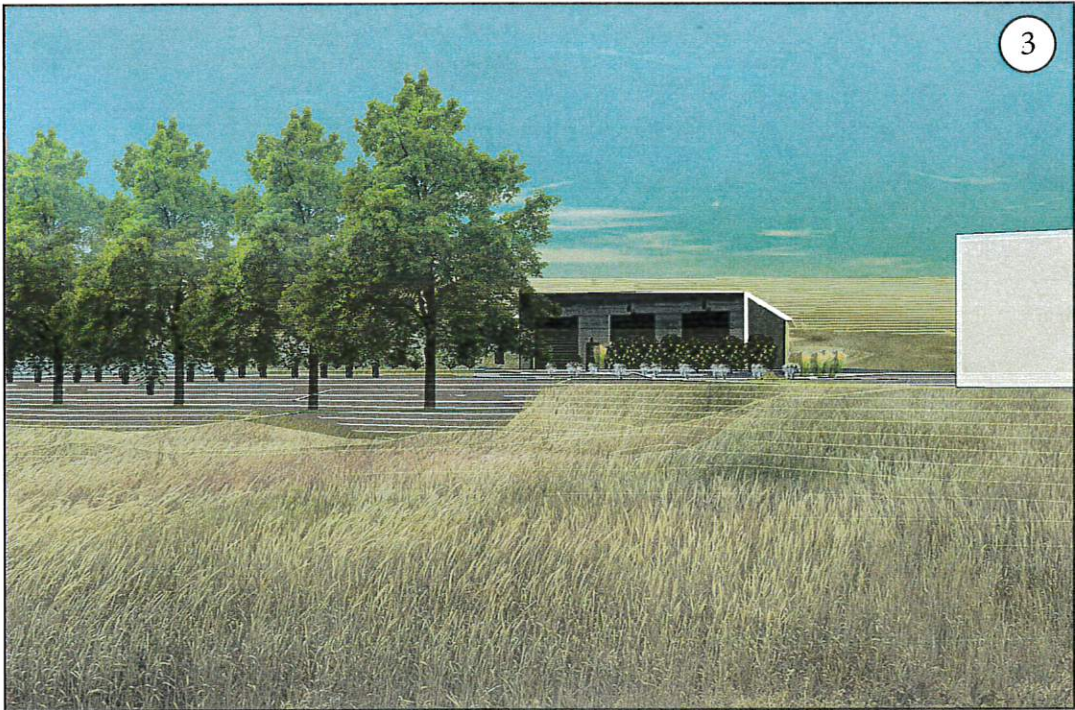
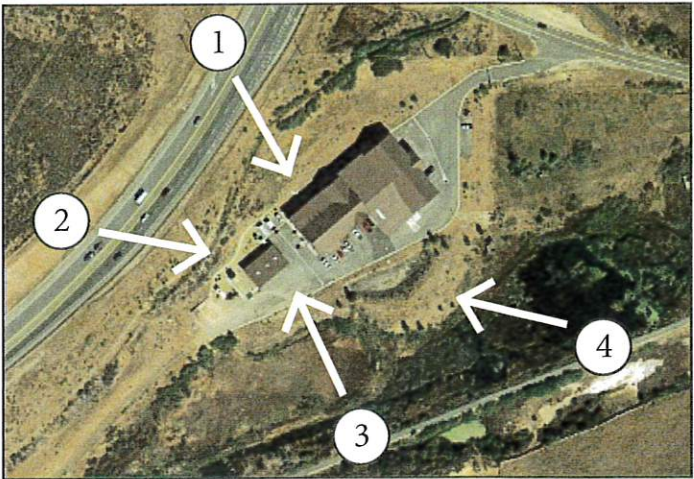
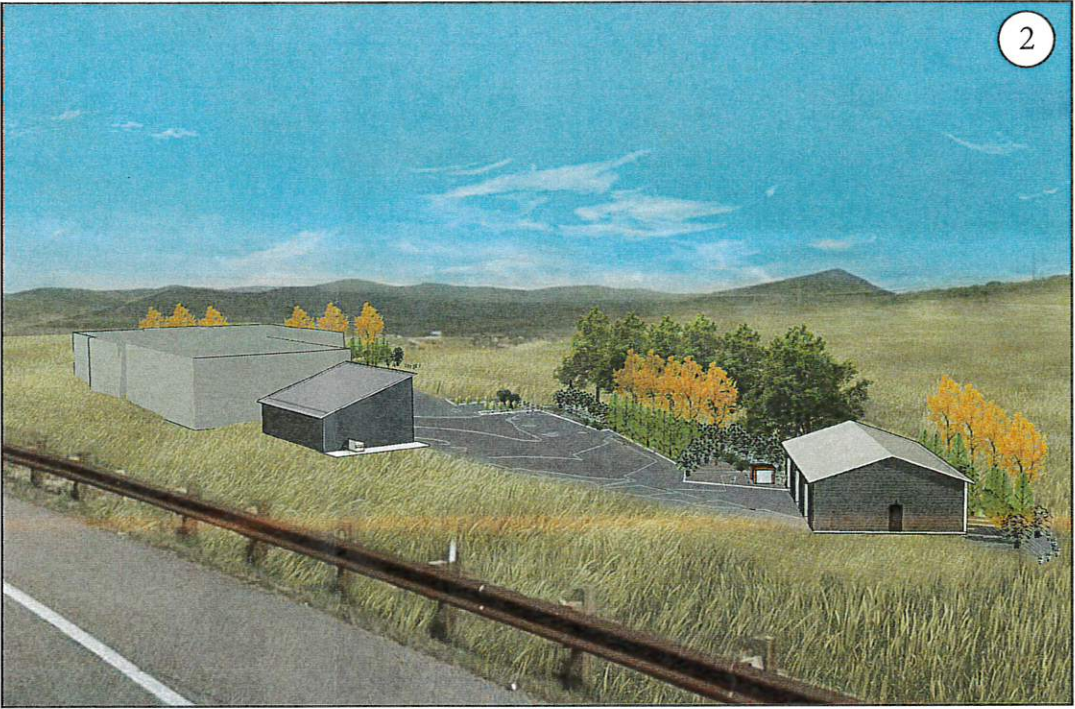
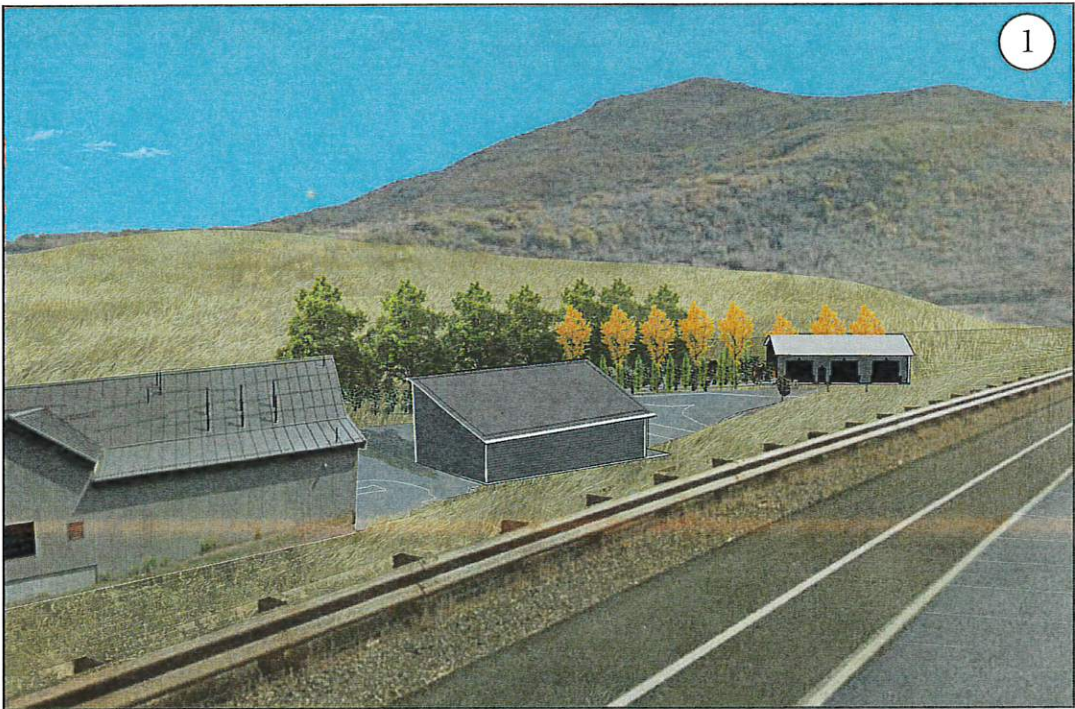
DRAWING NO.
L-01

SHEET **42** OF **41**

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PARK CITY | MATERIAL STORAGE BUILDING SIMULATIONS
MARCH 2019



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Exhibit E – Army Corps Compliance Letter



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

December 27, 2018

Regulatory Division (SPK-2009-00957)

Park City Municipal Corporation
Attn: Mr. Roger McClain
P.O. Box 1480
Park City, Utah 84060
roger.mcclain@parkcity.org

Dear Mr. McClain:

We are responding to your October 4, 2018, pre-construction notification for a Department of the Army (DA) Nationwide permit for the Quinns Wastewater Treatment Plant project. The approximately 0.1 acre project site is located at the Quinns Water Treatment Plant, Latitude 40.7054°, Longitude -111.4613°, in Park City, Summit County, Utah (enclosure 1).

Based on the information you provided to this office, the Quinns Wastewater Treatment Plant project involves the discharge of fill material into 0.1 acre of waters of the U.S. for the expansion of a wastewater treatment pond, subject to Section 404 of the Clean Water Act. The specific activities that require DA authorization are the discharge of side-cast material within a non-tidal wetland. These activities will result in the permanent loss of 0.1 acre of palustrine emergent wetland. The proposed activities would be conducted in accordance with the *Stormwater Pond Enlargement, Quinns WTP* plans, dated September 10, 2018 (enclosure 2).

We have determined that activities in waters of the U.S. associated with the project are authorized by Nationwide Permit Number (NWP) 39, *Commercial and Institutional Developments*.

You must comply with all terms and conditions of the NWP and applicable regional conditions. Information about the NWP terms and conditions and Sacramento District regional conditions for Utah are available on our website at www.spk.usace.army.mil/Missions/Regulatory/Permitting/NationwidePermits.aspx. In addition, your work must comply with the following special conditions:

1. You shall comply with all terms and conditions of the March 9, 2017, Section 401 Water Quality Certification from the State of Utah Department of Environmental Quality, Division of Water Quality. A copy of the 401 Water Quality Certification is available on our website at: <http://www.spk.usace.army.mil/Missions/Regulatory/Permitting/NationwidePermits/>. A hard copy will be mailed to you at your request.

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PARK CITY
PLANNING DEPT.

2. Within 30 days after completion of the authorized work, you must sign the enclosed *Compliance Certification* and return it to this office with the information required by Sacramento District Regional Condition C(9) for Utah.

This verification is valid until March 18, 2022, when the existing NWP's are scheduled to be modified, reissued, or revoked. Furthermore, if you commence or are under contract to commence this activity before the date the NWP is modified, reissued, or revoked, you will have 12 months from the date of the modification, reissuance or revocation to complete the activity under the present terms and conditions. Failure to comply with the general and regional conditions of this NWP, or the project-specific special conditions of this authorization, may result in the suspension or revocation of your authorization.

We would appreciate your feedback on this permit action including your interaction with our staff and processes. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Please refer to identification number SPK-2009-00957 in any correspondence concerning this project. If you have any questions, please contact me at the Bountiful Regulatory Office, 533 West 2600 South, Suite 150, Bountiful, Utah 84010, by email at Ashley.M.Kraetsch@usace.army.mil, or telephone at (801) 295-8380 x8313.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ashley Kraetsch', with a stylized flourish at the end.

Ashley Kraetsch
Project Manager
Nevada-Utah Section

Enclosures

cc:

Ms. Merissa Davis, mdavis@bowencollins.com

COMPLIANCE CERTIFICATION

Permit File Name: Quinns Wastewater Treatment Plant

Action ID: SPK-2009-00957

Nationwide Permit Number: 39, *Commercial and Institutional Developments*

Permittee: Park City Municipal Corporation
Attn: Mr. Roger McClain
P.O. Box 1480
Park City, Utah 84060-1480

County: Summit County

Date of Verification: December 27, 2018

Within 30 days after completion of the activity authorized by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Sacramento District
Bountiful Regulatory Office
533 West 2600 South, Suite 150
Bountiful, Utah 84010
DLL-CESPK-RD-Compliance@usace.army.mil

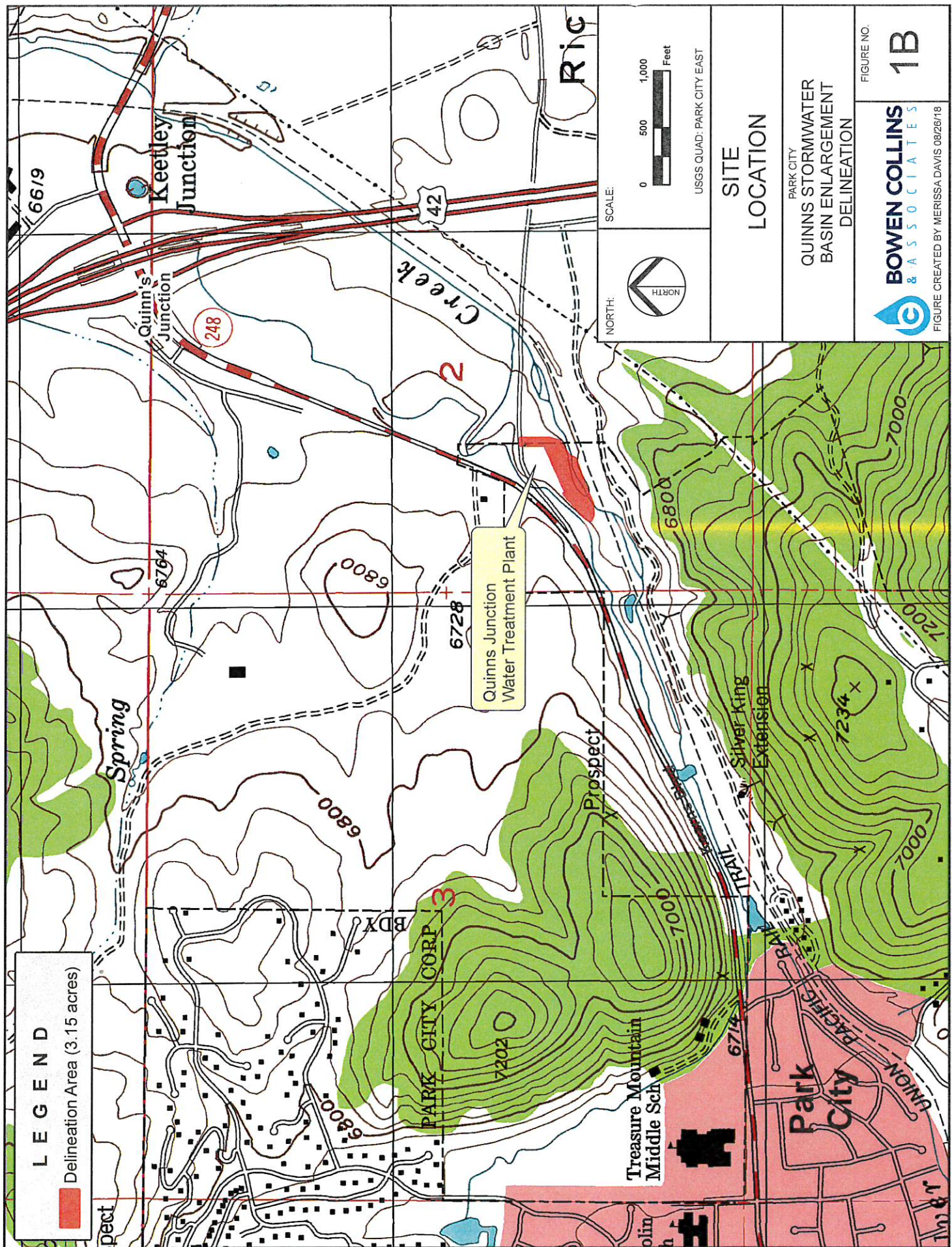
Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of the permit your authorization may be suspended, modified, or revoked. If you have any questions about this certification, please contact the U.S. Army Corps of Engineers.

* * * * *

I hereby certify that the work authorized by the above-referenced permit, including all the required mitigation, was completed in accordance with the terms and conditions of the permit verification.

Permittee Signature

Date



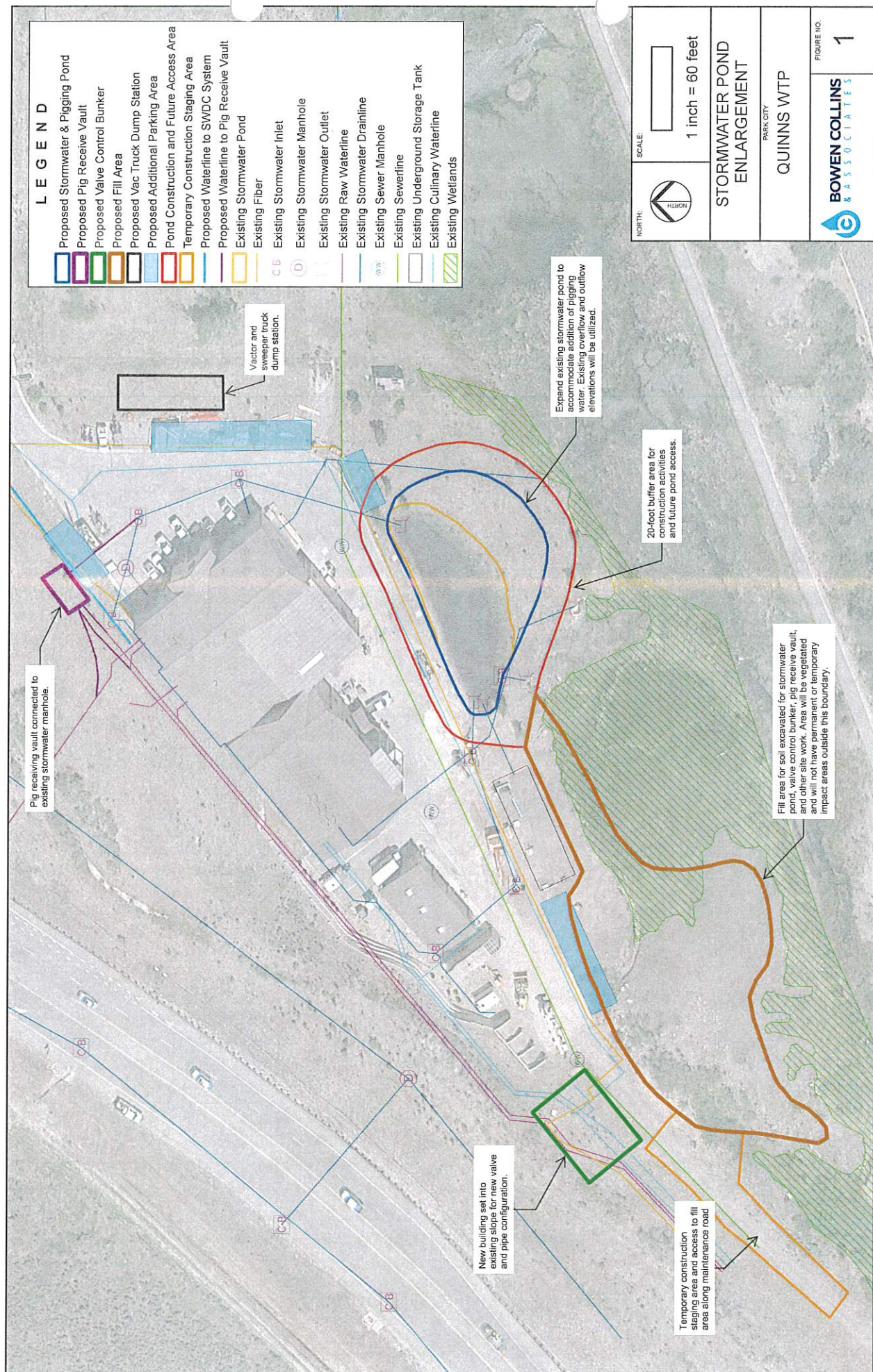


Exhibit F – Division of Water Quality Letter



Public Utilities

Park City Public Utilities

1053 Iron Horse Drive PO Box 1480 | Park City, UT 84060-1480

p (435)-615-5329 | f (435) 615-4912

michelle.dehaan@parkcity.org

February 28, 2019

John Wynn

Environmental Scientist, Groundwater Protection

Utah Division of Environmental Quality

Division of Water Quality

P.O. Box 144870

Salt Lake City, Utah 84114-4830

RE: Quinns Junction Water Treatment Plant (TP013), Raw Water Pig Receiving Basin, Park City Water System, System #22011

Dear Mr. Wynn:

The purpose of this letter is to verify that permitting and monitoring will not be required for Park City's Quinns Junction Water Treatment Plant (WTP) raw water pig receiving basin, which is currently under design. At a meeting held on 8/15/18 Roger McClain, Park City's Public Utilities Engineer, reviewed with you and other Division of Water Quality team members the proposed pig receiving basin location. The pig receiving basin, which is adjacent to Silver Creek, will be an expansion of the existing storm water basin, and will not be lined. See attached supporting site location, aerial and grading plan. Water entering the basin will be raw water from the Weber River upstream of Rockport reservoir. Per our discussion available TDS data shown below is well below 500 mg/L from samples collected by Weber Basin at the Rockport intake location and at the raw water sample location inside of the Quinns Junction WTP.

It is acknowledged that the Park City maintains permit coverage under Quinns Junction WTP Park City UPDES General Drinking Water Treatment Plant Permit No. UTG640049, Quinn's Junction Water Treatment Plant. This permit will not apply to the pig receiving basin, since it will be raw surface water.

I trust that this addresses your request for supporting information to confirm permitting and monitoring will not be required for the basin. Please contact me if you have any questions or require additional information.

Respectfully,

Park City Municipal Corporation

Michelle De Haan

Digitally signed by Michelle De Haan
Date: 2019.02.28 16:56:21 -07'00'

Michelle De Haan

Water Quality and Treatment Manager

cc electronically:

Dan Hall, Division of Water Quality, dhall@utah.gov

Lonnie Shull, Division of Water Quality, lsnull@utah.gov

Roger McClain, PCMC Public Utilities Engineering Manager, roger.mcclain@parkcity.org

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Collection Date	Sampling Location	Analyte	Result	Units
2/8/2019	QJWTP Raw	TDS	368	mg/L
1/25/2019	QJWTP Raw	TDS	296	mg/L
1/8/2019	QJWTP Raw	TDS	276	mg/L
12/27/2018	QJWTP Raw	TDS	248	mg/L
12/12/2018	QJWTP Raw	TDS	252	mg/L
11/27/2018	QJWTP Raw	TDS	276	mg/L
11/13/2018	QJWTP Raw	TDS	224	mg/L
10/22/2018	QJWTP Raw	TDS	224	mg/L
10/12/2018	QJWTP Raw	TDS	232	mg/L
9/24/2018	QJWTP Raw	TDS	216	mg/L
9/13/2018	QJWTP Raw	TDS	224	mg/L
8/23/2018	QJWTP Raw	TDS	256	mg/L
8/7/2018	QJWTP Raw	TDS	228	mg/L
7/27/2018	QJWTP Raw	TDS	196	mg/L
7/11/2018	QJWTP Raw	TDS	236	mg/L
6/27/2018	QJWTP Raw	TDS	240	mg/L
12/18/2017	Weber R-Abv Rockport Res	TDS	240	mg/L
11/27/2017	Weber R-Abv Rockport Res	TDS	246	mg/L
10/23/2017	Weber R-Abv Rockport Res	TDS	246	mg/L
9/25/2017	Weber R-Abv Rockport Res	TDS	290	mg/L
8/14/2017	Weber R-Abv Rockport Res	TDS	270	mg/L
7/25/2017	Weber R-Abv Rockport Res	TDS	238	mg/L
6/12/2017	Weber R-Abv Rockport Res	TDS	120	mg/L
5/22/2017	Weber R-Abv Rockport Res	TDS	148	mg/L
4/10/2017	Weber R-Abv Rockport Res	TDS	254	mg/L
3/13/2017	Weber R-Abv Rockport Res	TDS	272	mg/L
2/20/2017	Weber R-Abv Rockport Res	TDS	328	mg/L
2/13/2017	QJWTP Raw	TDS	344	mg/L
1/23/2017	Weber R-Abv Rockport Res	TDS	308	mg/L
1/18/2017	QJWTP Raw	TDS	336	mg/L
12/19/2016	QJWTP Raw	TDS	304	mg/L
12/5/2016	Weber R-Abv Rockport Res	TDS	276	mg/L
11/16/2016	QJWTP Raw	TDS	256	mg/L
11/14/2016	Weber R-Abv Rockport Res	TDS	236	mg/L
10/31/2016	Weber R-Abv Rockport Res	TDS	244	mg/L
10/18/2016	QJWTP Raw	TDS	208	mg/L
10/10/2016	Weber R-Abv Rockport Res	TDS	238	mg/L
9/19/2016	QJWTP Raw	TDS	262	mg/L
8/17/2016	QJWTP Raw	TDS	230	mg/L
8/8/2016	Weber R-Abv Rockport Res	TDS	262	mg/L
7/20/2016	QJWTP Raw	TDS	194	mg/L

Collection Date	Sampling Location	Analyte	Result	Units
7/11/2016	Weber R-Abv Rockport Res	TDS	228	mg/L
6/15/2016	QJWTP Raw	TDS	182	mg/L
5/16/2016	Weber R-Abv Rockport Res	TDS	180	mg/L
4/18/2016	Weber R-Abv Rockport Res	TDS	228	mg/L
3/15/2016	Weber R-Abv Rockport Res	TDS	280	mg/L
2/16/2016	Weber R-Abv Rockport Res	TDS	290	mg/L
2/1/2016	QJWTP Raw	TDS	248	mg/L
1/28/2016	QJWTP Raw	TDS	264	mg/L
1/25/2016	Weber R-Abv Rockport Res	TDS	274	mg/L
1/19/2016	QJWTP Raw	TDS	244	mg/L
1/4/2016	Weber R-Abv Rockport Res	TDS	260	mg/L
12/14/2015	QJWTP Raw	TDS	292	mg/L
12/1/2015	Weber R-Abv Rockport Res	TDS	254	mg/L
11/16/2015	QJWTP Raw	TDS	228	mg/L
11/2/2015	Weber R-Abv Rockport Res	TDS	216	mg/L
10/19/2015	QJWTP Raw	TDS	224	mg/L
10/6/2015	Weber R-Abv Rockport Res	TDS	240	mg/L
9/21/2015	Weber R-Abv Rockport Res	TDS	222	mg/L
9/14/2015	QJWTP Raw	TDS	212	mg/L
8/17/2015	QJWTP Raw	TDS	192	mg/L
8/4/2015	Weber R-Abv Rockport Res	TDS	236	mg/L
7/20/2015	QJWTP Raw	TDS	164	mg/L
7/7/2015	Weber R-Abv Rockport Res	TDS	212	mg/L
6/1/2015	Weber R-Abv Rockport Res	TDS	164	mg/L

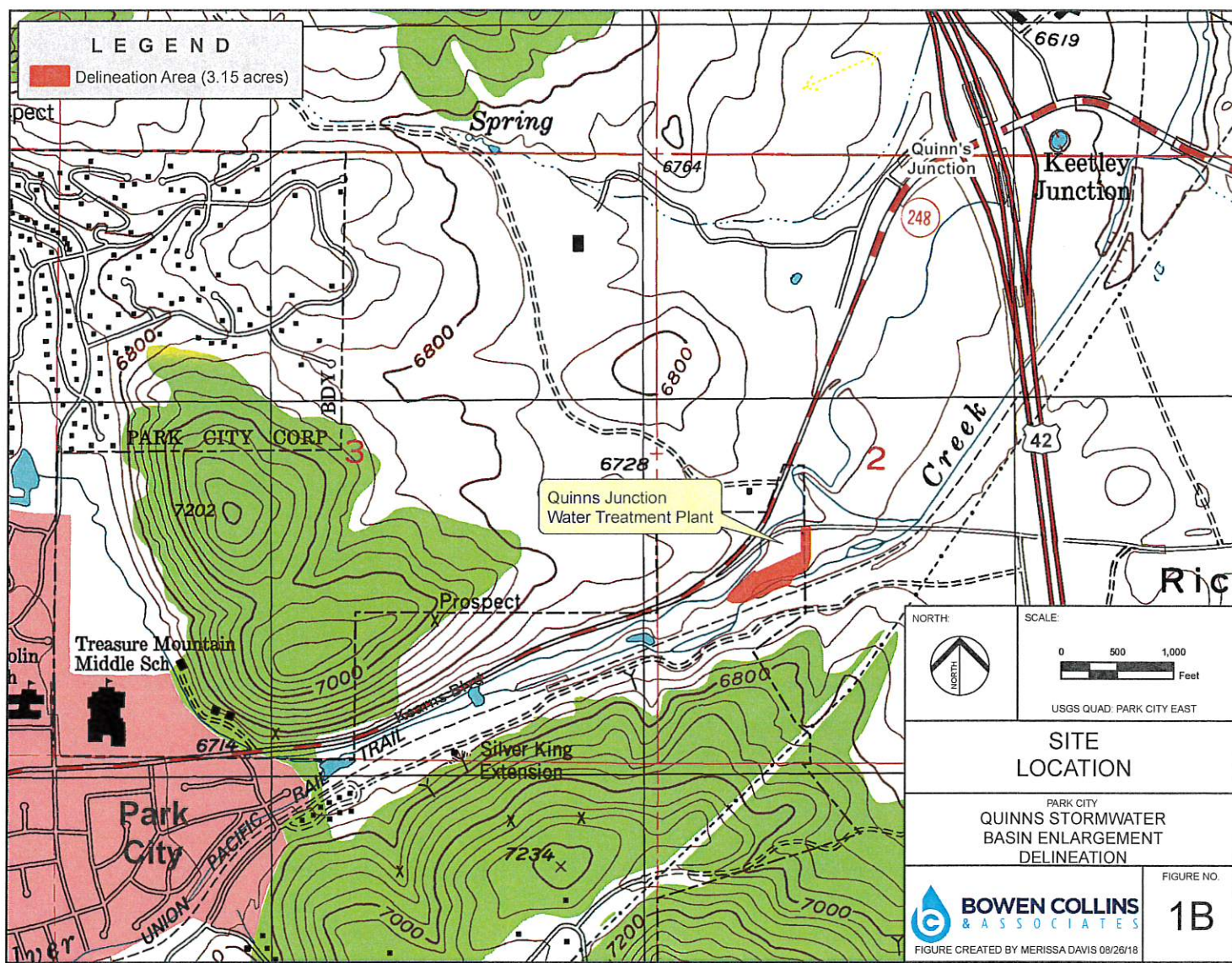




Exhibit G – Standard Project Conditions

**PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT CONDITIONS**

1. The applicant is responsible for compliance with all conditions of approval.
2. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 5, Architectural Review); International Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.
3. A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.
4. All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.
5. All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Planning Department, Planning Commission, or Historic Preservation Board prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit must be specifically requested and approved by the Planning Department, Planning Commission and/or Historic Preservation Board in writing prior to execution.
6. Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Planning, Building, and Engineering Departments. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.
7. An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Planning and Building Departments prior to issuance of a footing and foundation permit. This survey shall be used to assist

the Planning Department in determining existing grade for measurement of building heights, as defined by the Land Management Code.

8. A Construction Mitigation Plan (CMP), submitted to and approved by the Planning, Building, and Engineering Departments, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.
9. Any removal of existing building materials or features on historic buildings shall be approved and coordinated by the Planning Department according to the LMC, prior to removal.
10. The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements and materials according to the approved plans. Any discrepancies found between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.
11. Final landscape plans, when required, shall be reviewed and approved by the Planning Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.
12. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the City Engineer, posted prior to occupancy.
13. The Snyderville Basin Water Reclamation District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Water Reclamation District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.

14. The planning and infrastructure review and approval is transferable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.
15. When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.
16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.
17. No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Planning and Building Departments. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.
18. All exterior lights must be in conformance with the applicable Lighting section of the Land Management Code. Prior to purchase and installation, it is recommended that exterior lights be reviewed by the Planning Department.
19. All projects located within the Soils Ordinance Boundary require a Soil Mitigation Plan to be submitted and approved by the Building and Planning departments prior to the issuance of a Building permit.

Planning Commission Staff Report



Subject: 158 Main Street – Addition to a Historic Structure located within a Building Setback
Project #: PL-19-04256
Author: Caitlyn Barhorst
Date: August 14, 2019
Type of Item: Administrative – Conditional Use Permit

Summary Recommendations

Staff recommends the Planning Commission review the Conditional Use Permit for the construction of a basement addition and front porch to an existing Historic Structure located within the Building Setback, hold a public hearing, and consider approving the requested application for 158 Main Street pursuant to the following findings of fact, conclusions of law, and conditions of approval.

Description

Applicant: Horn and Partners, Kevin Horn, Architect
Location: 158 Main Street
Designation: Significant Historic Site
Zoning District: Historic Residential (HR-2B) Zoning District
Adjacent Land Uses: Single- Family, Multi- Family, Commercial
Reason for Review: Conditional Use Permit applications are reviewed and approved by the Planning Commission

Proposal

The applicant is proposing the following:

1. Construction of an Addition to an existing Historic Structure located within the Building Setback. The proposal is to convert unfinished floor area beneath the existing garage into habitable basement area.
2. Construction of a front porch wider than the allowed ten foot (10') wide porch Front Setback exception that projects four feet (4') into the Side Setback. The proposal is to reconstruct the more Historic form of the front porch and roof structure.

Background

A Historic District Design Review (HDDR) application was approved April 30, 2018 for the complete restoration of the Historic Structure, construction of an addition to the rear (east), and excavation of the existing foundation. The 2018 HDDR Action Letter is included as Exhibit C. As a part of the HDDR proposal the existing garage floor level was altered to allow the unexcavated basement under the garage to become habitable space. Because previous renovations done between circ. 1997-1998 to the Historic Structure constructed the basement foundation into the side and front setbacks, per LMC § 15-2.3-5, the Existing Historic Structure footprint is allowed within the setbacks.

The Planning Department received a Conditional Use Permit (CUP) application on June 17, 2019 that was deemed complete on June 19, 2019. Staff has included Table 1 which identifies previous applications for this property:

Table 1: Previous Applications			
Year	Application/Permit Type	Description	Action Taken
1997	Building Permit	Construction of basement addition and garage	Approved
2017	HDDR-Pre	Renovation of existing Historic home and construction of an addition	Reviewed by Design Review Team (DRT) and feedback provided to Applicant.
2017	HDDR	Renovation of existing Historic home and construction of an addition	On April 18, 2018, HPB Approved the material deconstruction. HDDR approved on April 30, 2018
2017	Plat Amendment	Pat Amendment to remove an interior lot line	Approved on June 29, 2017 through Ordinance 17-33 .
2018	Building Permit	Renovation of existing Historic home and construction of an addition	Issued and under construction
2019	Conditional Use Permit	Addition to a Historic Structure Located within a Building Setback	Subject application - Under Review

Purpose

The purpose of the HR-2 District is to:

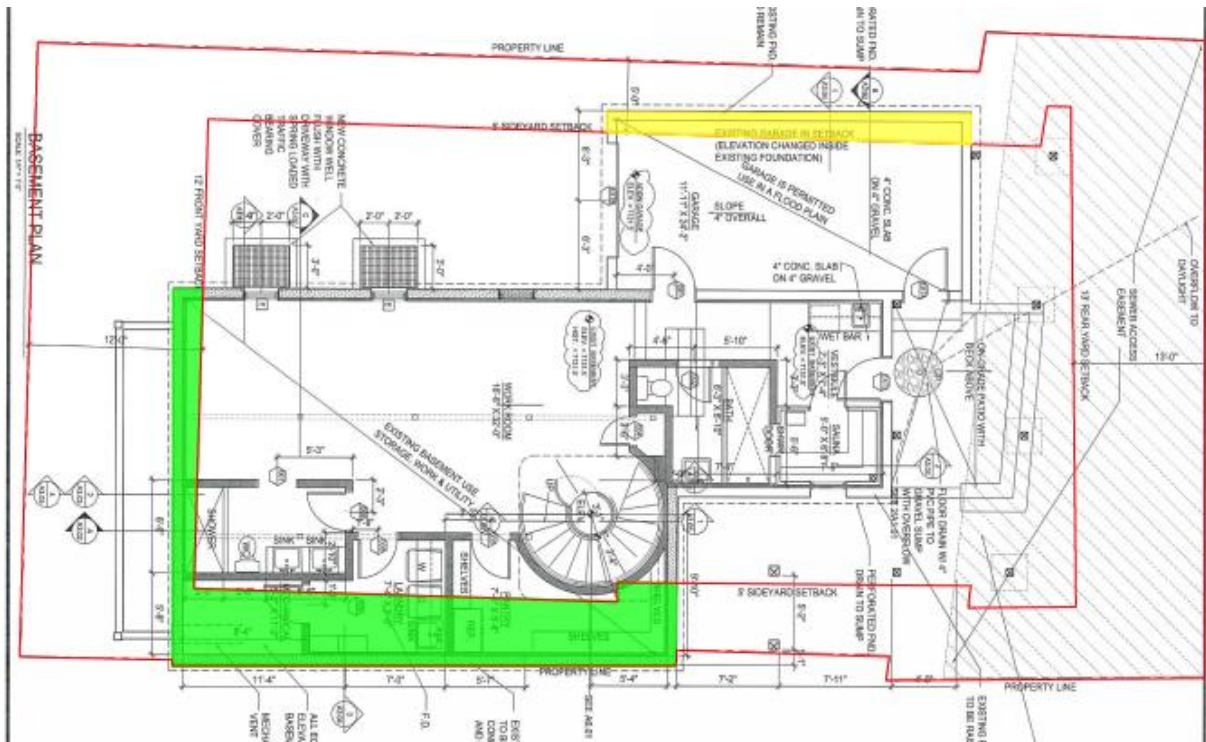
- A. allow for adaptive reuse of Historic Structures by allowing commercial and office Uses in Historic Structures in the following Areas:
 - 1. Upper Main Street;
 - 2. Upper Swede Alley; and
 - 3. Grant Avenue,

- B. encourage and provide incentives for the preservation and renovation of Historic Structures,
- C. establish a transition in Use and scale between the HCB, HR-1, and HR-2 Districts, by allowing Master Planned Developments in the HR-2, Subzone A,
- D. encourage the preservation of Historic Structures and construction of historically Compatible additions and new construction that contributes to the unique character of the Historic District,
- E. define Development parameters that are consistent with the General Plan policies for the Historic core that result in Development that is Compatible with Historic Structures and the Historic character of surrounding residential neighborhoods and consistent with the Design Guidelines for Park City's Historic Districts and Historic Sites and the HR-1 regulations for Lot size, coverage, and Building Height, and
- F. provide opportunities for small scale, pedestrian oriented, incubator retail space in Historic Structures on Upper Main Street, Swede Alley, and Grant Avenue,
- G. ensure improved livability of residential areas around the historic commercial core,
- H. encourage and promote Development that supports and completes upper Park Avenue as a pedestrian friendly residential street in Use, scale, character and design that is Compatible with the historic character of the surrounding residential neighborhood,
- I. encourage residential development that provides a range of housing opportunities consistent with the community's housing, transportation, and historic preservation objectives,
- J. minimize visual impacts of the automobile and parking by encouraging alternative parking solutions,
- K. minimize impacts of Commercial Uses on surrounding residential neighborhood.

PROPOSAL NO. 1 - Construction of an Addition to an existing Historic Structure located within the Building Setback. The proposal is to convert unfinished floor area beneath the existing garage into habitable basement area.

The applicant is requesting to excavate the existing basement level foundation beneath the garage to turn it into habitable space for a garage. The north side of the unexcavated basement foundation currently encroaches two feet (2') at the farthest point into the allowed five foot (5') Side Setback. Staff has included Figure 1 which identifies the area that is to be converted into habitable basement.

Figure 1: Proposed Habitable Basement Area conversion within the Side Yard Setback area. The yellow area identifies the area within the Side Yard Setback to be discussed in this proposal. The green is the area of existing basement footprint allowed within the side and front setbacks per LMC § 15-2.3-5 Existing Historic Structures.



PROPOSAL NO. 2 - Construction of a front porch wider than the allowed ten foot (10') wide porch Front Setback exception that projects four feet (4') into the Side Setback. The proposal is to reconstruct the more Historic form of the front porch and roof structure.

The applicant is requesting to construct a 22 foot by 4 foot (22'x4') wide porch on the front of the house. Per LMC 15-2.3-4 Lot and Site Requirements:

- (I) There is no existing setback exception for porches into the Side Setback.
- (F) Front Setback must be open and free of any structure except: 3.) Decks, porches, or Bay windows not more than ten feet (10') wide projecting not more than three feet (3') into the Front Setback.

Figure 2: Sanborn Fire Insurance Map series showing the original porch dating from circ. 1889 to 1900 and the wider porch dating from circ. 1907 to 1941.

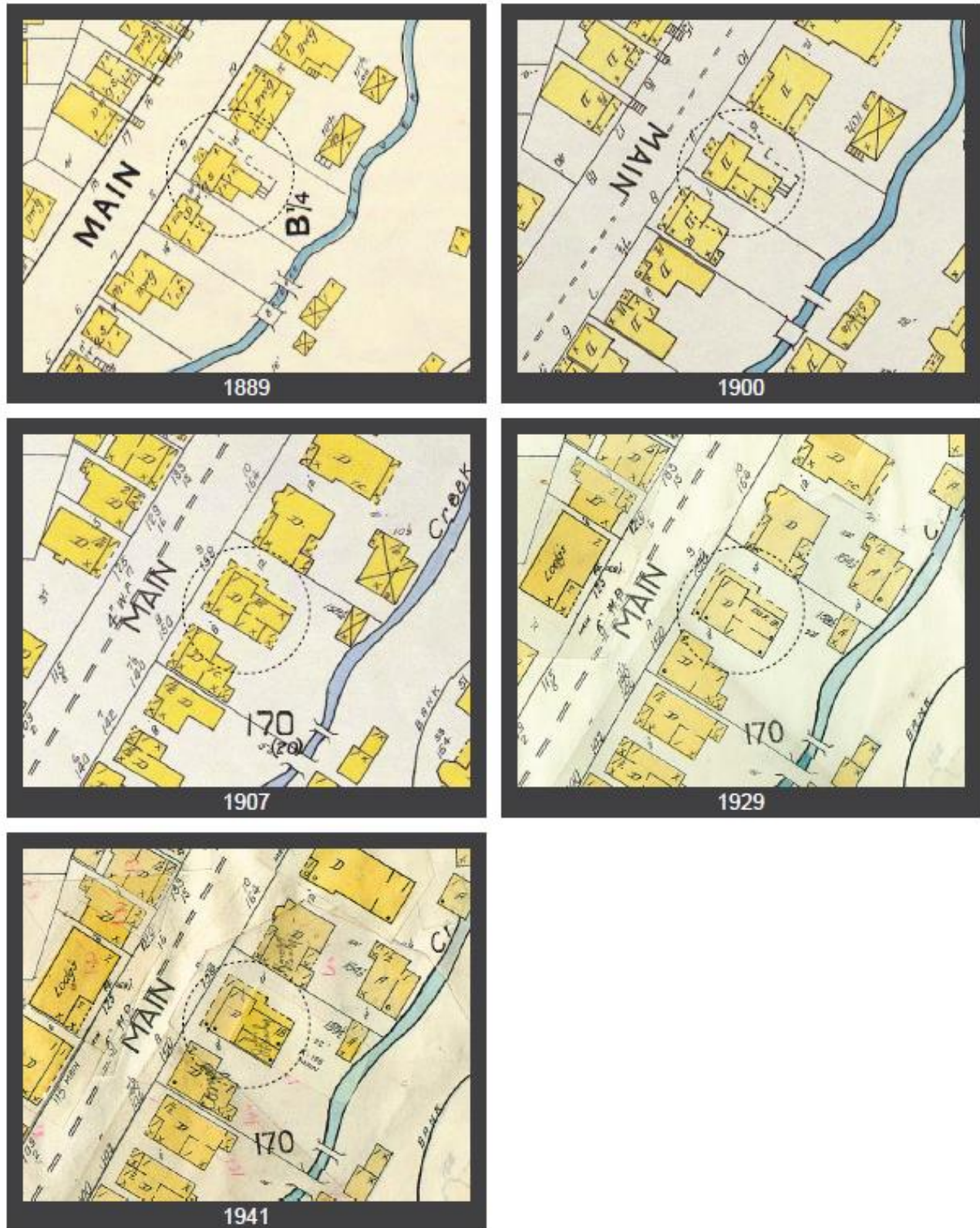


Figure 3: Photo of 158 Main Street circ. 1940.



The 1948 tax assessment card shows the full length front porch was no longer there and the porch reflected the original configuration at that time. The HDDR approval includes restoring the front windows to single double hung (similar to Figure 3) from the current paired configuration (seen in Figure 4) and the applicant's proposal to restore the front porch to the circ. 1940 time period complies with the Design Guidelines.

Figure 4: Photo of 158 Main Street dated 2018.



Figure 5: Approved HDDR Design.



Figures 6-8 highlight the allowed porch per the exceptions versus what is proposed.

Figure 6: The yellow area shows the allowable front porch per the setback requirements.

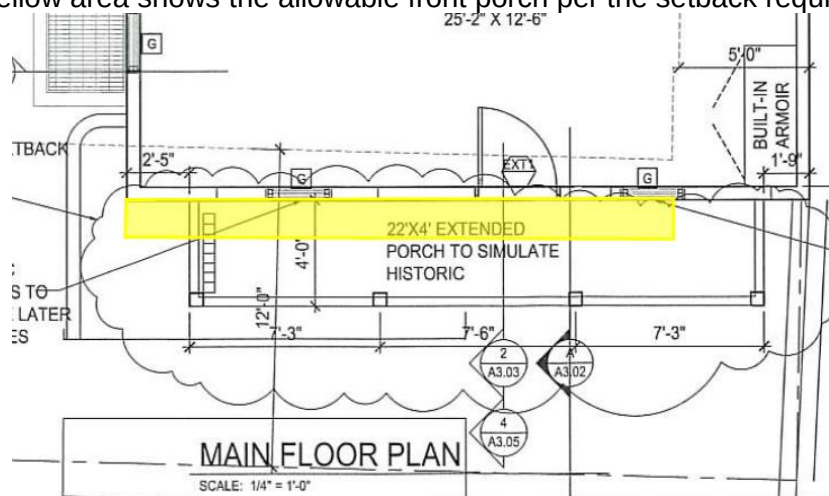


Figure 7: The green area shows the proposed front porch.

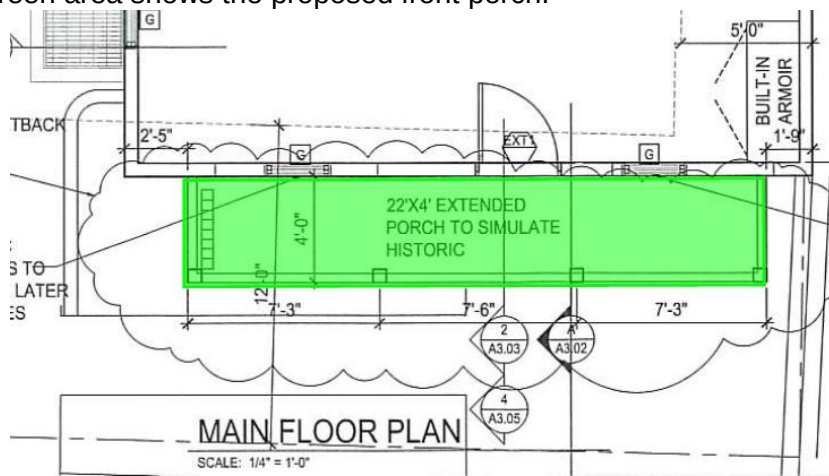
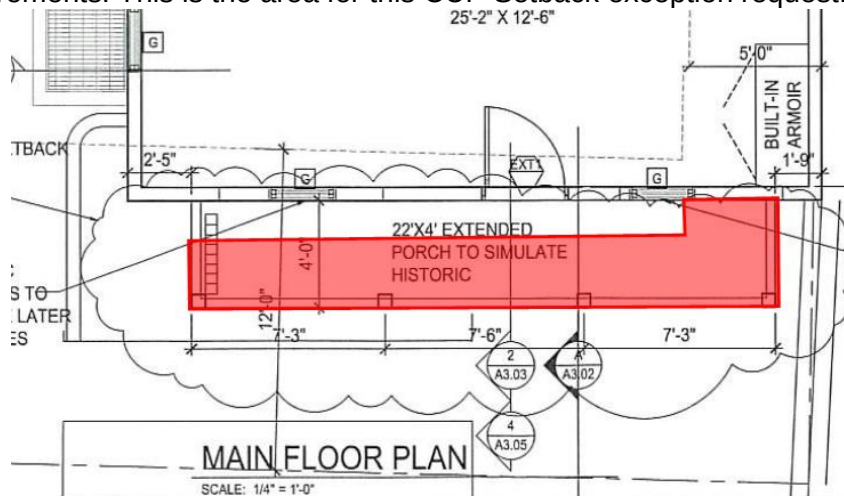


Figure 8: The red area shows the portions of the front porch that do not meet the setback exception requirements. This is the area for this CUP Setback exception request.



Analysis

The Conditional Use Permit is subject to the following review criteria in the LMC:

- Per [LMC 15-2.3-3](#) the Planning Commission shall review any CUP Application in the HR-2 District per the review criteria.
- Per [LMC 15-2.3-5](#) the Planning Commission may grant an exception to the Building Setback for additions to existing Historic Structures in order to achieve new construction consistent with the Design Guidelines for Park City's Historic Districts and Historic Sites, based on the following criteria.
- Per [LMC 15-1-10\(E\)](#), the proposal is subject to review according to the Conditional Use Permit Criteria.

Staff has included the following sections for Analysis:

- I. [LMC 15-2.3-3 Conditional Use Permit Review](#)
- II. [LMC 15-2.3-5\(A\) Existing Historic Structures Exceptions](#)
- III. [LMC 15-1-10\(E\) Conditional Use Permit Review Criteria](#)

Section 1. [LMC 15-2.3-3 Conditional Use Permit Review](#)

Staff has provided an analysis of [15-2.3-3 Conditional Use Permit Review](#) for both Proposal No. 1 and Proposal No.2 in *italics* below:

- A. Consistent with the Design Guidelines for Park City's Historic Districts and Historic Sites, Section 15-4.
 - **Proposal No. 1 – No Unmitigated Impacts.**
 - **Proposal No. 2 – No Unmitigated Impacts.**

The 2018 HDDR was reviewed and approved for compliance with the Design Guidelines for Park City's Historic Districts and Historic Sites.
- B. The Applicant may not alter a Historic Structure to minimize the residential character of the Building.
 - **Proposal No. 1 – No Unmitigated Impacts.**
 - **Proposal No. 2 – No Unmitigated Impacts.**

The proposal has little to no impact on the exterior of the Historic Structure.

The proposal complies with applicable Design Guidelines and aims to restore the house to the more Historic form.
- C. Dedication of a Facade Preservation Easement for Historic Structures is required to assure preservation of Historic Structures and the Historic fabric of the surrounding neighborhood.
 - **Proposal No. 1 – Complies as conditioned.**
 - **Proposal No. 2 – Complies as conditioned.**

The applicant is to dedicate a façade preservation easement to the City. Condition of Approval #7 has been added requiring the façade easement of the front façade including the porch.
- D. New Buildings and additions must be in scale and Compatible with the mass, height, width, and historic character of the surrounding residential neighborhood and

existing Historic Structures in the neighborhood. Larger Building masses should be located to rear of the Structure to minimize the perceived mass from the Street.

- **Proposal No. 1 – No Unmitigated Impacts.**

The unexcavated foundation area that is located within the Side Yard Setback is beneath the north side of the existing structure. No increase in Building Footprint was achieved through the addition of the foundation area in question. The HDDR application was approved with the proposed design.

- **Proposal No. 2 – No Unmitigated Impacts.**

The proposal aims to restore the house to a form that more closely resembles the Historic form. The 2018 HDDR was reviewed and approved for compliance with the Design Guidelines for Park City's Historic Districts and Historic Sites.

E. Parking requirements of Section 15-3 shall be met.

- **Proposal No. 1 – No Unmitigated Impacts.**

- **Proposal No. 2 – No Unmitigated Impacts.**

The existing home is not required to have off street parking as exempted per [LMC 15-2.3-5](#). Existing Historic Structures that do not comply with Off-Street Parking are valid Non-Complying Structures. The proposed unexcavated foundation conversion into habitable area does not create a Lockout Unit or an Accessory Apartment; and will only expand the existing basement level to include a garage. The total area of the CUP is 46 square feet. The extension of the front porch does not alter the parking requirements.

F. All Yards must be designed and maintained in a residential manner. Existing mature landscaping shall be preserved wherever possible. The Use of native plants and trees is strongly encouraged.

- **Proposal No. 1 – No Unmitigated Impacts.**

- **Proposal No. 2 – No Unmitigated Impacts.**

The landscape plan is under review in revisions under the Building Permit. The proposal does not remove any existing mature landscaping.

G. Fencing and Screening between residential and Commercial Uses may be required along common Property Lines.

- **Proposal No. 1 – Does not apply.**

- **Proposal No. 2 – Does not apply.**

There are no commercial Use; therefore, no separation between Residential and commercial Uses is required.

H. All utility equipment and service areas must be fully Screened to prevent visual and noise impacts on adjacent residential Properties and on pedestrians.

- **Proposal No. 1 – No Unmitigated Impacts.**

- **Proposal No. 2 – No Unmitigated Impacts.**

There are no proposed utility equipment or service areas that are required to be screened.

Section II. LMC 15-2.3-5(A) Existing Historic Structures Exceptions

Staff has provided an analysis of 15-2.3-5 Existing Historic Structures Exceptions in *italics* below:

- A. **EXCEPTION.** For additions to Historic Buildings and new construction on sites listed on the Historic Sites Inventory and In order to achieve new construction consistent with the Design Guidelines for Park City's Historic Districts and Historic Sites, the Planning Commission may grant an exception to the Building Setbacks and driveway location standards for additions to Historic Buildings, including detached single car Garages:

1. Upon approval of a Conditional Use permit, and

- **Proposal No. 1 – Pending.**
- **Proposal No. 2 – Pending.**

Pending Planning Commission review and approval of subject application.

2. When the scale of the addition and/or driveway is Compatible with the Historic Structure, and

- **Proposal No. 1 – Complies.**
- **Proposal No. 2 – Complies.**

The proposals are necessary for the rehabilitation of the Historic Structure. The HDDR application for the design of the basement level was approved in 2018 and the addition and/or driveway is Compatible with the Historic Structure. The proposal to construct the 22 foot (22') wide front porch complies with applicable Historic District Design Guidelines.

3. When the addition complies with all other provisions of this Chapter, and

- **Proposal No. 1 – Complies.**
- **Proposal No. 2 – Complies.**

The addition has been reviewed for compliance with the Design Guidelines and LMC through the HDDR Application Approved April 30, 2018.

4. When the addition complies with the adopted Building and Fire Codes, and

- **Proposal No. 1 – Complies.**
- **Proposal No. 2 – Complies.**

The building permit BD-18-25831 was approved and issued September 4, 2018.

5. When the addition complies with the Design Guidelines for Historic Districts and Sites.

- **Proposal No. 1 – Complies.**
- **Proposal No. 2 – Complies.**

The addition has been reviewed for compliance with the Design Guidelines for Historic Districts and Historic Sites through the HDDR Application Approved April 30, 2018. See Exhibit C for HDDR Final Action Letter.

Section III. [LMC 15-1-10\(E\) Review](#)

The Planning Department and/or Planning Commission must review each of the following items when considering whether or not the proposed Conditional Use mitigates impacts of and addresses the following items:

1. Size and location of the site

- **Proposal No. 1 – No Unmitigated Impacts.**
- **Proposal No. 2 – No Unmitigated Impacts.**

The Lot is 3,485 square feet (.08 acres). The site is located on Main Street (west property boundary) and abuts undeveloped land to the east. This is a Historic Single-Family Dwelling with no change in Use proposed.

2. Traffic considerations including capacity of the existing Streets in the Area

- **Proposal No. 1 – No Unmitigated Impacts.**
- **Proposal No. 2 – No Unmitigated Impacts.**

There is no change in Use that would generate additional vehicular trips beyond the current and Historic Single-Family use.

3. Utility capacity

- **Proposal No. 1 – No Unmitigated Impacts.**
- **Proposal No. 2 – No Unmitigated Impacts.**

The increase in habitable space by the construction of the basement level garage will have no impact on the current utility equipment and capacity needs.

4. Emergency vehicle access

- **Proposal No. 1 – No Unmitigated Impacts.**
- **Proposal No. 2 – No Unmitigated Impacts.**

There is no impact to the existing emergency vehicle access.

5. Location and amount of off street parking

- **Proposal No. 1 – No Unmitigated Impacts.**
- **Proposal No. 2 – No Unmitigated Impacts.**

The existing home is not required to have off street parking as exempted per [LMC 15-2.3-5](#), Existing Historic Structures that do not comply with Off-Street Parking are valid Non-Complying Structures. The proposed unexcavated foundation conversion into habitable area does not create a Lockout Unit or an Accessory Apartment; and will only expand the existing basement level to include a garage. The total area of the CUP is 46 square feet. The extension of the front porch does not alter the parking requirements.

6. Internal vehicular and pedestrian circulation system

- **Proposal No. 1 – No Unmitigated Impacts.**

The construction of the basement level garage does not negatively impact the circulation of the house.

- **Proposal No. 2 – Does not apply.**

There is no impact to the existing internal and pedestrian circulation system.

7. Fencing, Screening and landscaping to separate the Use from adjoining Uses
 - **Proposal No. 1 – Does not apply.**
 - **Proposal No. 2 – Does not apply.**

There are no commercial Use; therefore, no separation between Residential and commercial Uses is required.
8. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots
 - **Proposal No. 1 – No Unmitigated Impacts.**

The unexcavated foundation area that is located within the Side Yard Setback is beneath the north side of the existing structure. No increase in Building Footprint was achieved through the addition of the foundation area in question. The HDDR application was approved with the proposed design.
 - **Proposal No. 2 – No Unmitigated Impacts.**

The proposal aims to restore the house to the more Historic form. The 2018 HDDR was reviewed and approved for compliance with the Design Guidelines for Park City's Historic Districts and Historic Sites.
9. Usable Open Space
 - **Proposal No. 1 – No Unmitigated Impacts.**
 - **Proposal No. 2 – No Unmitigated Impacts.**

There is no change of the ratio of open space to built envelope.
10. Signs and lighting
 - **Proposal No. 1 – No Unmitigated Impacts.**
 - **Proposal No. 2 – No Unmitigated Impacts.**

There are no proposed signs. The exterior lighting complies with the Design Guideline and LMC requirements.
11. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing
 - **Proposal No. 1 – No Unmitigated Impacts.**

The unexcavated foundation area that is located within the Side Yard Setback is beneath the north side of the existing structure. No increase in Building Footprint was achieved through the addition of the foundation area in question. The HDDR application was approved with the proposed design.
 - **Proposal No. 2 – No Unmitigated Impacts.**

The proposal aims to restore the house to the more Historic form. The 2018 HDDR was reviewed and approved for compliance with the Design Guidelines for Park City's Historic Districts and Historic Sites.
12. Noise, vibration, odors, steam, or other mechanical factors that might affect people and property Off-site
 - **Proposal No. 1 – Does not apply.**
 - **Proposal No. 2 – Does not apply.**

There are no changes that will result in additional noise, vibration, odors, steam, or other mechanical factors.

13. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash pickup Areas

- **Proposal No. 1 – Does not apply.**
- **Proposal No. 2 – Does not apply.**

There are no changes that will impact the control of delivery and service vehicles, loading and unloading zones, or Screening of trash pickup Areas.

14. Expected Ownership and management of the project as primary residences, Condominiums, time interval ownership, nightly rental, or commercial tenancies, how the form of ownership affects taxing entities

- **Proposal No. 1 – Does not apply.**
- **Proposal No. 2 – Does not apply.**

This is a Single-Family Dwelling.

15. Within and adjoining the Site, impacts on Environmentally Sensitive Lands, Slope retention, and appropriateness of the proposed Structure to the topography of the Site

Proposal No. 1 – No Unmitigated Impacts.

Proposal No. 2 – No Unmitigated Impacts.

The 2018 HDDR was reviewed and approved for compliance with the Design Guidelines for Park City's Historic Districts and Historic Sites and LMC compliance.

16. Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding.

- **Proposal No. 1 – No Unmitigated Impacts.**
- **Proposal No. 2 – No Unmitigated Impacts.**

This proposal has been reviewed for consistency with the Goals and Objectives of the Park City General Plan. In 2018, a HDDR was approved for the restoration, construction of a basement level garage, and construction of an addition to the rear (east). As a result, the Historic Structure which had once experienced many out-of-period alterations is being restored to its Period of Historic Significance. The General Plan establishes several goals and objectives specific to Historic Preservation, including, but not limited to:

- *Goal 15: Preserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations.*
- *Objective 15A: Maintain the integrity of historic resources within Park City as a community asset for future generations, including historic resources locally designated on the Park City Historic Sites Inventory and its two National Register Historic Districts – the Main Street Historic District and the Mining Boom Era Residences Thematic District.*
- *Objective 15B: Maintain character, context and scale of local historic districts with compatible infill development and additions.*

Department Review

This project has gone through an interdepartmental review.

Notice

On July 31, 2019 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published on the Utah Public Notice Website and Park Record on July 27, 2019 according to requirements of the Land Management Code.

Public Input

No public input has been received by the time of this report.

Alternatives

- The Planning Commission may approve the Conditional Use Permit for the construction of an addition and front porch to a Historic Structure located within a Building Setback at 158 Main Street as conditioned or amended; or
- The Planning Commission may deny Conditional Use Permit for the construction of an addition and front porch to a Historic Structure located within a Building Setback at 158 Main Street and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the Conditional Use Permit addition to a Historic Structure located within a Building Setback at 158 Main Street and request additional information or analysis in order to take action.

Significant Impacts

There are no significant fiscal impacts from this application that haven't been addressed.

Consequences of not taking action on the Suggested Recommendation

The applicant would have to redesign the proposed addition and meet Setback requirements. The basement level garage would not meet the interior dimension requirements.

Proposal

The applicant is proposing the following:

1. Construction of an Addition to an existing Historic Structure located within the Building Setback. The proposal is to convert unfinished floor area beneath the existing garage into habitable basement area.
2. Construction of a front porch wider than the allowed ten foot (10') wide porch Front Setback exception that projects four feet (4') into the Side Setback. The proposal is to reconstruct the more Historic form of the front porch and roof structure.

Recommendation

Staff recommends the Planning Commission review the Conditional Use Permit for the construction of an addition to an existing Historic Structure located within the Building Setback, hold a public hearing, and consider approving the requested application for 158 Main Street pursuant to the following findings of fact, conclusions of law, and

conditions of approval.

Findings of Fact

1. The subject property is located at 158 Main Street, is located in the Historic Residential (HR-2B) Zoning District, and is listed as “Significant” Historic Site on the City’s Historic Sites Inventory (HSI).
2. The applicant is requesting to excavate the existing basement level foundation to turn into habitable basement area for a garage. The north side of the unexcavated basement foundation currently encroaches two feet (2’) at the farthest point into the allowed five foot (5’) Side Setback. The total area of discussion is 46 square feet. The total proposed garage area is 320 square feet.
3. A Historic District Design Review (HDDR) application was approved April 30, 2018 for the complete restoration of the Historic Structure, construction of an addition to the rear (east), and excavation of the existing foundation. As a part of the HDDR proposal the existing garage floor level was altered to allow the unexcavated basement under the garage to become habitable space. Because previous renovations done between circ. 1997-1998 to the Historic Structure constructed the basement foundation into the side and front setbacks, per LMC § 15-2.3-5, the Existing Historic Structure footprint is allowed within the setbacks.
4. The Planning Department received a Conditional Use Permit (CUP) application on June 17, 2019 that was deemed complete on June 19, 2019. Staff has included
5. The Historic Structure at 158 Main Street is a Single-Family Dwelling. A Single-Family Dwelling is an Allowed Use in the HR-2 Zoning District.
6. A Plat Amendment for 158 Main Street was approved by City Council on June 29, 2017 (Ordinance 2017-33).
7. The proposal has little to no impact on the exterior of the Historic Structure. The 2018 HDDR was reviewed and approved for compliance with the Design Guidelines for Park City’s Historic Districts and Historic Sites.
8. Per LMC 15-2.3-3 The Planning Commission shall review any CUP application in the HR-2 District per the review criteria.
9. Per LMC 15-2.3-5(A), the Planning Commission may grant an exception to the Building Setback for additions to existing Historic Structures in order to achieve new construction consistent with the Design Guidelines for Park City’s Historic Districts and Historic Sites, based on the following criteria.
10. Per LMC 15-1-10(E), the proposal is subject to review according to the Conditional Use Permit Criteria.
11. The proposal complies with LMC 15-2.3-3 as the Planning Commission has reviewed and approved a Conditional Use Permit for the proposed Use.
12. There are no unmitigated impacts to LMC 15-2.3-3(A) as the 2018 HDDR was reviewed and approved for compliance with the Design Guidelines for Park City’s Historic Districts and Historic Sites.
13. There are no unmitigated impacts to LMC 15-2.3-3(B) as the proposal No.1 has little to no impact on the exterior of the Historic Structure. The 2018 HDDR was reviewed and approved for compliance with the Design Guidelines for Park City’s Historic Districts and Historic Sites. There are no unmitigated impacts for Proposal No.2 as the proposal complies with the applicable Design Guidelines and aims to restore the

house to the more Historic form.

14. There are no unmitigated impacts to LMC 15-2.3-3(C) as conditioned as the applicant is to dedicate a façade preservation easement to the City. Condition of Approval #7 has been added requiring the façade easement for the front façade including the porch.
15. There are no unmitigated impacts to LMC 15-2.3-3(D) as Proposal No.1 has unexcavated foundation area that is located within the Side Yard Setback and is beneath the north side of the existing structure. No increase in Building Footprint was achieved through the addition of the foundation area in question. Proposal No.2 aims to restore the house to the more Historic form. The HDDR application was approved with the proposed design.
16. There are no unmitigated impacts to LMC 15-2.3-3(E) as the existing home is not required to have off street parking as exempted per LMC 15-2.3-5, Existing Historic Structures that do not comply with Off-Street Parking are valid Non-Complying Structures. The proposed unexcavated foundation conversion into habitable area does not create a Lockout Unit or an Accessory Apartment; and will only expand the existing basement level to include a garage. The total area of the CUP is 46 square feet. The extension of the front porch does not alter the parking requirements.
17. There are no unmitigated impacts to LMC 15-2.3-3(F) as the landscape plan is under review in revisions under the Building Permit. The proposal does not remove any existing mature landscaping.
18. LMC 15-2.3-3(G) does not apply as there are no commercial Use; therefore, no separation between Residential and commercial Uses is required.
19. There are no unmitigated impacts to LMC 15-2.3-3(H) as there are no proposed utility equipment or service areas that are required to be screened.
20. The proposal complies with LMC 15-2.3-5(A) as the Planning Commission has reviewed and approved a Conditional Use Permit for the proposed Building setback exception to the Historic Structure.
21. The proposal complies with LMC 15-2.3-5(A)(1) as the Planning Commission has reviewed and approved a Conditional Use Permit for the proposed Use.
22. The proposal complies with LMC 15-2.3-5(A)(2) as the proposal is necessary for the rehabilitation of the Historic Structure. The HDDR application for the design of the basement level was approved in 2018 and the addition and/or driveway is Compatible with the Historic Structure.
23. The proposal complies with LMC 15-2.3-5(A)(3) as the addition has been reviewed for compliance with the Design Guidelines and LMC through the HDDR Application Approved April 30, 2018.
24. The proposal complies with LMC 15-2.3-5(A)(4) as the building permit BD-18-25831 was approved and issued September 4, 2018.
25. The proposal complies with LMC 15-2.3-5(A)(5) as the addition has been reviewed for compliance with the Design Guidelines for Historic Districts and Historic Sites through the HDDR Application Approved April 30, 2018.
26. The proposal complies with LMC 15-1-10(E) as the Planning Commission has reviewed and approved a Conditional Use Permit for the proposed Use.
27. There are no unmitigated impacts to LMC 15-1-10(E)(1) as the Lot is 3,485 square feet (.08 acres). The site is located on Main Street (west property boundary) and

abuts undeveloped land to the east. This is a Historic Single-Family Dwelling with no change in Use proposed.

28. There are no unmitigated impacts to LMC 15-1-10(E)(2) as there is no change in Use that would generate additional vehicular trips beyond the current and Historic Single-Family use.
29. There are no unmitigated impacts to LMC 15-1-10(E)(3) as the increase in habitable space by the construction of the basement level garage will have no impact on the current utility equipment and capacity needs.
30. There are no unmitigated impacts to LMC 15-1-10(E)(4) as there is no impact to the existing emergency vehicle access.
31. There are no unmitigated impacts to LMC 15-1-10(E)(5) as the existing home is not required to have off street parking as exempted per LMC 15-2.3-5, Existing Historic Structures that do not comply with Off-Street Parking are valid Non-Complying Structures. The proposed unexcavated foundation conversion into habitable area does not create a Lockout Unit or an Accessory Apartment; and will only expand the existing basement level to include a garage. The total area of the CUP is 46 square feet.
32. There are no unmitigated impacts to LMC 15-1-10(E)(6) with Proposal No.1 as the construction of the basement level garage does not negatively impact the circulation of the house. Proposal No.2 does not apply as there is no impact to the existing internal and pedestrian circulation system.
33. LMC 15-1-10(E)(7) does not apply as there are no commercial Use; therefore, no separation between Residential and commercial Uses is required.
34. There are no unmitigated impacts to LMC 15-1-10(E)(8) with Proposal No. 1 as the unexcavated foundation area that is located within the Side Yard Setback is beneath the north side of the existing structure. No increase in Building Footprint was achieved through the addition of the foundation area in question. Proposal No.2 aims to restore the more Historic form. The HDDR application was approved with the proposed design.
35. There are no unmitigated impacts to LMC 15-1-10(E)(9) as there is no change of the ratio of open space to built envelope.
36. There are no unmitigated impacts to LMC 15-1-10(E)(10) as there are no proposed signs. The exterior lighting complies with the Design Guidelines and LMC requirements.
37. There are no unmitigated impacts to LMC 15-1-10(E)(11) with Proposal No. 1 as the unexcavated foundation area that is located within the Side Yard Setback is beneath the north side of the existing structure. No increase in Building Footprint was achieved through the addition of the foundation area in question. Proposal No. 2 aims to restore the more Historic form. The HDDR application was approved with the proposed design.
38. LMC 15-1-10(E)(12) does not apply as there are no changes that will result in additional noise, vibration, odors, steam or other mechanical factors.
39. LMC 15-1-10(E)(13) does not apply as there are no changes that will impact the control of delivery and service vehicles, loading and unloading zones, or Screening of trash pickup Areas.
40. LMC 15-1-10(E)(14) does not apply as this is a Single-Family Dwelling.

41. There are no unmitigated impacts to LMC 15-1-10(E)(15) as the 2018 HDDR was reviewed and approved for compliance with the Design Guidelines for Park City's Historic Districts and Historic Sites and LMC compliance.
42. There are no unmitigated impacts to LMC 15-1-10(E)(16) Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding, as This proposal has been reviewed for consistency with the Goals and Objectives of the Park City General Plan. In 2018, a HDDR was approved for the restoration, construction of a basement level garage, and construction of an addition to the rear (east). As a result, the Historic Structure which had once experienced many out-of-period alterations was restored to its Period of Historic Significance. The General Plan establishes several goals and objectives specific to Historic Preservation, including, but not limited to Goal 15A and Objective 15A.
43. On July 31, 2019 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published on the Utah Public Notice Website and Park Record on July 27, 2019 according to requirements of the Land Management Code.
44. The Findings in the Analysis section of this report are incorporated herein.

Conclusions of Law

1. The application complies with all requirements of the LMC and satisfies all Conditional Use Permit review criteria as established by the [LMC 15-1-10](#), [LMC 15-2.3-3 Conditional Use Permit Review \(HR-2\)](#), and [LMC 15-2.3-5\(A\) Existing Historic Structures Exceptions](#).
2. The Use, as conditioned, is Compatible with surrounding Structures in Use, scale, mass and circulation; and
3. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits.
3. City Engineer review and approval of all appropriate grading, utility installation, public improvements and drainage plans for compliance with City standards, to include driveway and Parking Area layout, is a condition precedent to building permit issuance. An approved shoring plan is required prior to excavation.
4. This approval will expire on August 14, 2020, if a complete building permit submittal has not been received, unless a written request for an extension is received and approved by the Planning Director prior to the date of expiration.
5. Portions of this property are located within Flood Zone A, all development shall provide elevation certificates certifying compliance with the minimum FEMA Flood Zone requirements outlined in 44 CFR 60.3.
6. Modified 13-D fire sprinkler system is required.
7. All above grade utility facilities shall be located on the property and properly screened.

7. The applicant shall dedicate façade preservation easement for the front façade including the porch to the City for the Historic Structure at 158 Main Street Avenue prior to the issuance of a Certificate of Occupancy.

Exhibits

- Exhibit A: Proposed Plans
- Exhibit B: Standard Project Conditions
- Exhibit C: 2018 HDDR Action Letter
- Exhibit D: Elevation Certificate
- Exhibit E: Stormwater Management Computations

Exhibit A

Proposed Plans

Lot 158 CUP

RE: Width of Historic porch exceeds 10' in a setback and use of existing space in a setback

1. The historic porch originally wrapped around the front and corner of the house. This was removed at some point and a garage was added. In an effort to restore the original appearance of the residence, we are seeking to reconstruct the original porch as closely as possible which requires that it extend across the front of the house and exceed the 10' width allowed in a setback. Attached drawings show the porch as currently permitted and wider as proposed in this CUP
2. The existing garage extends into the sideyard setback. In this historic restoration we are lifting the residence 2' which and correcting the foundation. The garage foundation allows us to lower the garage slab and install a floor above within the existing envelope. This application is to use the 2' of space in the existing volume on the existing garage level and the space above. All additional structures are built within the building envelope and there is no increase in structure or addition in the setback, only use of the existing volume of space. Attached drawings show the site plan floor plan and elevations indicating the space that falls in the sideyard setback.

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Exhibit B

Standard Project Conditions

PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT CONDITIONS

1. The applicant is responsible for compliance with all conditions of approval.
2. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 5, Architectural Review); International Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.
3. A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.
4. All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.
5. All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Planning Department, Planning Commission, or Historic Preservation Board prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit must be specifically requested and approved by the Planning Department, Planning Commission and/or Historic Preservation Board in writing prior to execution.
6. Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Planning, Building, and Engineering Departments. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.
7. An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Planning and Building Departments prior to issuance of a footing and foundation permit. This survey shall be used to assist the Planning Department in determining existing grade for measurement of building heights, as defined by the Land Management Code.
8. A Construction Mitigation Plan (CMP), submitted to and approved by the Planning, Building, and Engineering Departments, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.
9. Any removal of existing building materials or features on historic buildings shall be approved and coordinated by the Planning Department according to the LMC, prior to removal.
10. The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements and materials according to the approved plans. Any discrepancies found

between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.

11. Final landscape plans, when required, shall be reviewed and approved by the Planning Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.
12. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the City Engineer, posted prior to occupancy.
13. The Snyderville Basin Water Reclamation District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Water Reclamation District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.
14. The planning and infrastructure review and approval are transferable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.
15. When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.
16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.
17. No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Planning and Building Departments. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.
18. All exterior lights must be in conformance with the applicable Lighting section of the Land Management Code. Prior to purchase and installation, it is recommended that exterior lights be reviewed by the Planning Department.

April 2007

Exhibit C

2018 HDDR Action Letter



April 30, 2018

Ed Godycki and Helen Wallace Godycki
PO Box 542
Park City, UT 84060

CC: Kevin Horn, Horn & Partners Architects

NOTICE OF PLANNING DEPARTMENT ACTION

<u>Project Address:</u>	158 Main Street
<u>Project Description:</u>	Historic District Design Review
<u>Date of Action:</u>	April 26, 2018
<u>Project Number:</u>	PL-17-03464

Summary of Staff Action

Staff reviewed this HDDR application for compliance with the 2009 Historic District Design Guidelines, specifically with 1) Universal Guidelines for Historic Sites (#1 through #10) and 2) Specific Guidelines: A. Site Design; B. Primary Structures; C. Parking Areas, Detached Garages, & Driveways; D. Additions to Historic Structures; and J. Exterior Lighting. Staff found that, as conditioned, the proposed renovation of the historic house and construction of a new addition will comply with applicable Guidelines. This letter serves as the final action letter and approval for the proposed design for renovation of the historic house and construction of an addition at 158 Main Street. The plans, as redlined, are approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at 158 Main Street. The Legal Description is Lot 1 Saldarini Replat Subdivision.
2. The property is located in the Historic Residential-2 (HR-2), Subzone B zoning district and is subject to all requirements of the Park City Land Management Code (LMC) and all the guidelines of the 2009 Historic District Design Guidelines.
3. The site is designated as Significant on the Park City Historic Sites Inventory.
4. On April 4, 2017, the Planning Department received a plat amendment application for the Saldarini Replat Amendment. The Park City Council approved the proposed amendment through Ordinance 2017-33 on June 29, 2017. The plat amendment has not yet been recorded.
5. On April 18, 2018, the Historic Preservation Board approved the Material Deconstruction associated with this renovation.
6. The proposal complies with LMC 15-2.3-2 Uses, as a single family dwelling is an allowed use in the HR-2B District.
7. The proposal complies with LMC 15-2.3-4(A) Lot Size as the minimum Lot Area for a Single Family Dwelling in the HR-2B Zone is 1,875 square feet. Following recording of the plat amendment, the proposed site will contain 3,688 square feet.

8. The lot currently contains a historic house and an addition that was constructed between 1997 and 1998.
9. The proposal complies with LMC 15-2.3-4(D) Building Footprint as the maximum footprint allowed for a lot measuring 3,688 square feet is 1,498.85. The applicant is proposing a footprint of 1,487.75 square feet.
10. The minimum front and rear yard setbacks for a site with a depth of 84.85 feet are 12 feet for a total of 25 feet. The historic house has a front yard setback of 11 feet and the new addition will have a rear yard setback of 13 feet.
11. The minimum side yard setbacks for site with a width of 42.8 feet are 5 feet for a total of 10 feet. The historic house has a 0 foot side yard setback along the south property line and the garage has a 3 foot setback along the north property line.
12. The proposal complies with LMC 15-2.3-4(E) Front Yard Exceptions as (1) concrete walls less than 4 feet in height, (3) front porch measuring 9 ft. by 2 ft., (5) sidewalks and pathways, and (6) driveway will be located in the front yard setback.
13. The proposal complies with LMC 15-2.3-4(F) Rear Yard Exception as (10) patios no more than 30 inches above grade are permitted in the rear yard setback.
14. The proposal complies with LMC 15-2.3-4(H) Side Yard Exceptions as (2) the chimney on the south side of the historic house encroaches 2 feet in the side yard setback and maintains a 3 foot side yard setback, (4) roof overhangs are permitted to encroach up to 2 feet into the side yard setback, (6) a deck not more than 30 inches above Final grade encroaches into the south side yard setback, and (8) driveway leading to a garage encroaches into the north side yard setback. The proposal complies with LMC 15-2.3-4(I) Snow Release as conditioned.
15. Per LMC 15-2.3-5, Historic Structures that do not comply with Building Setbacks, Building Footprint, Building Height, Off-Street parking, and driveway location standards are valid Non-Complying Structures. Additions to Historic Structures are exempt from Off-Street parking requirements provided the addition does not create a Lockout Unit or an Accessory Apartment. Additions must comply with Building Setbacks, Building Footprint, driveway location standards and Building Height. The proposed new addition complies with all setbacks.
16. The proposal complies with LMC 15-2.3-6 Building Height. The maximum zone height is 27 feet; the tallest point of the building will be 27 feet above Existing Grade over the garage.
17. The proposal complies with LMC 15-2.3-6(A) as the maximum height measured from the lowest finished floor plane to the point of the tallest wall plate cannot exceed 35 feet. The applicant is proposing an interior height of 30 feet.
18. The proposal complies with LMC 15-2.3-6(B) as a 10 foot horizontal step has been proposed in the downhill façade.
19. The proposal complies with LMC 14-2.3-6(C) as the roof pitch is between 7:12 and 12:12, with flat roofs only proposed as part of the rear addition. The rear addition is not the primary roof form.
20. LMC 15-2.3-7 Development On Steep Slopes is not applicable as this lot does not have a slope of 30% or greater.
21. The proposal complies with LMC 15-2.3-9 Special Requirements for Subzone B. The new additions and alterations to Historic Structures, as proposed, will not destroy the Architectural Detail of the Structure. The new work is Compatible with the massing, size, scale, and architectural features and protects the Historic integrity of the Property and its environment. The new addition is subordinate to the existing Historic Structure. The new construction must be residential in character and comply with the Design Guidelines for Park City's Historic Districts and Historic Sites for residential construction and all Lot

and Site requirements of Section 15-2.3-4. Parking will be provided on-Site in accordance with LMC 15-3. No Conditional Use Permit is proposed.

22. The proposal, as conditioned, complies with applicable Universal Design Guidelines for Historic Sites in Park City.
- a. The proposal complies with Specific Design Guideline #1 as the site will be used as it was historically—a single family home—that requires minimal change to the distinctive materials and features.
 - b. The proposal complies with Specific Design Guideline #2 in that changes to the site or building that have acquired historic significance in their own right will be retained and preserved. The house was extensively remodeled between 1997 and 1998; the applicant is not proposing to demolish any additions to the house that have acquired historic significance in their own right.
 - c. The proposal complies with Specific Design Guideline #3 in that the historic exterior features of a building will be retained and preserved. The applicant is taking steps to restore the original appearance of the historic façade further by replacing the existing pairs of double-hung windows with new single windows and extending the porch roof to better mimic the original wrap-around porch that existed in the c.1941 tax photograph.
 - d. The proposal complies with Universal Design Guideline #4 as distinctive materials, components, finishes, and examples of craftsmanship will be retained and preserved. The owner will reproduce missing historic elements such as the single double-hung windows flanking the front door, which were original to the building, but have been removed. Physical or photographic evidence has been used to substantiate the reproduction of missing features.
 - e. The proposal complies with Universal Design Guideline #5 as conditioned.
 - f. The proposal complies with Universal Design Guideline #6 as features that do not contribute to the significance of the site or building and exist prior to the adoption of these guidelines, such as incompatible windows, aluminum soffits, or iron porch supports or railings, may be maintained; however, if it is proposed they be changed, those features must be brought into compliance with these guidelines. The applicant intends to replace non-historic features that have been introduced on the façade of the historic house in order to restore its historic appearance.
 - g. The proposal complies with Universal Design Guideline #7 as the site will be recognized as a physical record of its time, place and use. The applicant has not proposed to introduce architectural elements or details that visually modify or alter the original building design when no evidence of such elements or details exists.
 - h. The proposal complies with Universal Guideline #8 as conditioned.
 - i. The proposal complies with Universal Guideline #9 as the new additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the site or building. The applicant is proposing to retain the historic house and c.1997 garage. The existing 1997-1998 addition will be removed and replaced by a new, contemporary addition.
23. The proposal complies with Universal Guideline #10 in that the new addition and related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment could be restored. The proposal, as conditioned, complies with Specific Design Guidelines for Historic Sites in Park City:

- a. The proposal complies with Specific Design Guidelines A.1. Building Setbacks & Orientation. The applicant proposes to maintain the existing front and side yard setbacks of Historic Structure. The applicant also proposes to preserve the original location of the main entry and the original path and steps leading to the main entry.
- b. Specific Design Guidelines A.2. Stone Retaining Walls is not applicable as there are no historic stone retaining walls on the site.
- c. Specific Design Guidelines A.3. Fences and Handrails are not applicable as there are no historic fences or handrails on site.
- d. Specific Design Guidelines A.4. Steps are not applicable as there are no historic hillside steps.
- e. The proposal complies with Specific Design Guidelines A.5. Landscaping & Site Grading. The applicant proposes to maintain landscape features that contribute to the character of the site. Landscape treatments for driveways, walkways, paths, building and accessory structures will be incorporated in a comprehensive, complimentary and integrated design. The historic character of the site should not be significantly altered by substantially changing the proportion of built or paved area to open space. The landscape plan will balance water efficient irrigation methods and drought tolerant and native plant materials with existing plant materials and site features that contribute to the significance of the site. Landscape plans will allow for snow storage from driveways on the north side of the driveway and in the front yard. A detailed landscape plan, particularly for the front yard, that respects the manner and materials used traditionally in the districts has been provided. Landscaped separations have been created between parking areas, drives, service areas, and public use areas including walkways, plazas, and vehicular access points. The original grading of the site will be maintained when and where feasible; the most notable grading will occur as part of the excavation of the garage.
- f. The proposal complies with Specific Design Guidelines B.1 Roofs. The original roof form, as well as any functional and decorative elements, will be maintained. New roof features will be visually minimized when viewed from the primary public right-of-way. The applicant is proposing to utilize the flat portion of the truncated roof as a rooftop patio and has demonstrated that the railings will not be visible from the primary right-of-way. New sky lights on the back porch will be flush mounted to the roof.
- g. The proposal complies with Specific Design Guidelines B.2 Exterior Walls. The applicant is proposing to restore the original window-door configuration on the historic façade. Primary and secondary façade components such as windows and doors, wall planes, recesses, bays, porches, and entryways are proposed to be maintained in their original location. No substitute materials have been proposed. No interior changes that will affect the exterior appearance of the façade, such as changing original floor levels or modifying upper story windows to doors, has been proposed.
- h. The proposal complies with Specific Design Guidelines B.3 Foundations. The new foundation will raise the historic structure no more than 2 feet from the existing floor elevation. The original placement, orientation, and grade of the historic building will be retained; the applicant is proposing to reconstruct portions of the foundation beneath the historic house and 1997-1998 addition and only excavate the foundation beneath the garage.
- i. The proposal complies with Specific Design Guidelines B.4 Doors. B.4.1 Historic door openings will be maintained; no historic doors remain this house. The

- proposed replacement door will match the historic door in size, material, profile, and style. No storm or screen doors are proposed.
- j. The proposal complies with Specific Design Guidelines B.5 Windows. Historic window openings will be maintained; however, there are no historic windows remaining on this house. The applicant will replace the existing 1997-1998 windows with new replacement windows that exactly match the historic window in size, dimensions, glazing pattern, depth, profile, and material that are shown in the c.1941 tax photograph. No storm windows are proposed on the exterior.
 - k. The proposal complies with Specific Design Guidelines B.6 as conditioned.
 - l. The proposal complies with Specific Design Guidelines B.7 Paint and Color as conditioned.
 - m. The proposal complies with Specific Design Guidelines C.1 Off-street Parking. It is not physically possible to located off-street parking in the rear yard on this property; however, the applicant is proposing to park in a one-car garage at the back of the historic house and in a driveway along the north side of the property. The topography of the site has been minimally impacted by the excavating the foundation of the garage to create basement-level parking. Additionally, the off-street parking area and associated vehicles will be visually buffered from adjacent properties and the primary right-of-way.
 - n. The proposal complies with Specific Design Guidelines C.2 Driveways. The existing topography of the building site and significant site features will be minimally impacted by the new grade of the driveway. The new driveways will not exceed twelve (12) feet in width. No shared roof is proposed.
 - o. Specific Design Guidelines C.3 Detached Garages are not applicable as the garage is attached to the historic house.
 - p. The proposal complies with Specific Design Guidelines D.1. Protection for Historic Structures and Sites. The proposed addition will be visually subordinate to historic buildings when viewed from the primary public right-of-way as it is setback from the main ridge of the historic house and the garage is pushed to the back of the new addition. The proposed addition will not obscure or contribute significantly to the loss of historic materials. Where the new addition abuts the historic building, a clear transitional element containing a staircase has been provided between the old and the new. Minor additions, such as bay windows or dormers do not require a transitional element. There are no additions to this structure that have achieved historic significance in their own right.
 - q. The proposal complies with Specific Design Guidelines D.2. General Compatibility. The addition will complement the visual and physical qualities of the historic building as it reflects similar sized windows and doors, architectural ornamentation, and materials. Building components and materials used on the addition will be similar in scale and size to those found on the original building. Window shapes, patterns and proportions found on the historic building will be reflected in the new addition. This is a larger addition and it is visually separated from historic buildings when viewed from the public right of way because it is setback from the façade of the house. No in-line additions are proposed.
 - r. Specific Design Guidelines D.3 Scenario 1: Residential Historic Sites—Basement Addition without Garage are not applicable as this basement addition contains a garage. The proposal complies with Specific Design Guidelines D.4. Scenario 2: Residential Historic Sites—Basement Addition with Garage. The basement addition will not raise the historic structure more than two (2) feet from its original floor elevation. The applicant is proposing to excavate an existing area within the foundation of the garage to create a basement-level garage. Access to the

garage faces Main Street, but is setback behind the rear wall of the historic house. The historic house will not be raised above finished road grade adjacent to the primary facade, and the integrity and significance of the structure will not be destroyed by the action. In plan, the basement addition does not extend beyond the wall planes of the historic structure's primary or secondary facades. The vertical wall area of the basement addition that is visible from the primary public right-of-way has been minimized. Window or egress wells are not located on the primary façade, but on the north side of the historic house over the driveway. One of the window wells is existing and a second window well is proposed behind the midpoint of the secondary façade where its visibility has been minimized from the primary public right-of-way. After construction of the basement, the site will be re-graded to approximate the grading prior to construction of the addition. A single vehicle garage doors not greater than nine (9) feet wide and nine (9) feet high is proposed.

- s. Specific Design Guidelines E. Relocation and/or Reorientation of Intact Buildings is not applicable as the applicant has not proposed to relocate or reorient the historic house.
 - t. Specific Design Guidelines F. Disassembly/Reassembly of All or Part of a Historic Structure is not applicable as this is not a panelization project.
 - u. Specific Design Guidelines G. Reconstruction of Existing Historic Structures is not applicable as this is not a reconstruction project.
 - v. Specific Design Guidelines H. Accessory Structures is not applicable as no new accessory structure is proposed.
 - w. Specific Design Guidelines I. Signs are not applicable as this is not a commercial property.
 - x. The proposal complies with Specific Design Guidelines J. Exterior Lighting as conditioned.
 - y. Specific Design Guidelines K. Awnings are not applicable as no awnings have been proposed.
 - z. Specific Design Guidelines L. Sustainability are not applicable as the applicant is not proposing any renewable energy systems.
 - aa. The proposal complies with Specific Design Guidelines M. Seismic Systems as conditioned.
 - bb. Specific Design Guidelines N. ADA Compliance are not applicable as the applicant has not proposed to provide ADA accessibility to this building.
24. On July 25, 2017, a Historic District Design Review application was submitted to the Planning Department for the above described work. The application was deemed complete on August 1, 2017.
25. On August 1, 2017, Staff posted notice of receipt of the HDDR application and sent out notice letters to property owners as required by the Land Management Code. A public hearing was held on August 16, 2017. On April 30, 2017, Staff posted notice of final action as required by the Land Management Code. The appeal period runs until 5 pm on May 30, 2018.

Conclusion of Law

1. The proposal complies with the 2009 Park City Design Guidelines for Historic Districts and Historic Sites, as conditioned.
2. The proposal complies with the Land Management Code requirements pursuant to the Historic Residential 2, Subzone B (HR-2B) District (lot size, setbacks, etc.).
3. The proposed work is consistent with Park City General Plan.

Conditions of Approval

1. Receipt and approval of a Construction Mitigation Plan (CMP) by the Building Department is a condition precedent to the issuance of any building permit. The CMP shall consider and mitigate impacts to the existing neighboring structures, and existing infrastructure/streets from the construction. All anticipated road closures shall be described and permitted in advance by the Building Department.
2. Final building plans and construction details shall reflect substantial compliance with the drawings stamped in on July 27, 2017, and approved on August 1, 2017, as redlined. Any changes, modifications, or deviations from the approved design shall be reviewed and approved by the Planning Director prior to construction. Any changes, modifications, or deviations from the approved work that have not been approved by the Planning and Building Departments may result in a stop work order.
3. The designer and/or applicant shall be responsible for coordinating the approved architectural drawings/documents with the approved construction drawings/documents. The overall aesthetics of the approved architectural drawings/documents shall take precedence. Any discrepancies found among these documents that would cause a change in the approved construction shall be reviewed and approved prior to construction.
4. If a complete building permit has not been obtained by April 30, 2019, this HDDR approval will expire, unless an extension is requested prior to the expiration date and granted by the Planning Department.
5. The City Engineer shall review and approve all appropriate grading, utility installation, public improvements, drainage plans, and flood plain issues, for compliance with City and Federal standards, and this is a condition precedent to building permit issuance.
6. Any areas disturbed during construction surrounding the proposed work shall be brought back to its original state.
7. Deteriorated or damaged historic features and elements shall be repaired rather than replaced. Where the severity of deterioration or existence of structural or material defects requires replacement, the feature or element shall match the original in design, dimension, texture, material, and finish. The applicant shall demonstrate the severity of deterioration or existence of defects by showing that the historic materials are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition. Historic materials that cannot be made safe and/or serviceable shall be approved by the Planning Department in writing prior to disposal.
8. If historic exterior materials cannot be repaired, they should be replaced with materials that match the original in all respects; scale, dimension, texture, profile, material, and finish. The replacement of existing historic material should be allowed only after the applicant can show that the historic materials are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition.
9. Chemical or physical treatments, if appropriate, shall be undertaken using recognized preservation methods. Treatments that cause damage to historic materials shall not be used. Treatments that sustain and protect, but do not alter appearance, are encouraged.
10. Avoid removing or obstructing historic building elements and materials when installing gutters and downspouts.
11. Roof colors shall be neutral and muted and materials shall not be reflective. In no case shall the color be determined to be bright or towards the yellow tones of the color spectrum. All metal roofing materials shall have a Solar Reflective Index (SRI) rating greater than 35.
12. If the original grade cannot be achieved, no more than two (2) feet of the new foundation should be visible above finished grade on the primary and secondary facades.

13. Mechanical equipment and utilities, including heating and air conditioning units, meters, and exposed pipes, shall be shown on the building permit plans. These improvements shall be located on the rear façade or another inconspicuous location or incorporated into the appearance as an element of the design. Ground-level equipment shall be screened from view using landscape elements such as fences, low stone walls, or perennial plant materials. Avoid removing or obstructing historic building elements when installing systems and equipment. Contemporary communication equipment such as satellite dishes or antennae shall be visually minimized when viewed from the primary public right-of-way.
14. Original materials such as brick and stone that are traditionally left unpainted shall not be painted. Materials that are traditionally painted shall have an opaque rather than transparent finish. A weather-protective finish shall be provided to wood surfaces that were not historically painted. When possible, low-VOC (volatile organic compound) paints and finishes should be used.
15. Exterior light fixtures shall be compatible with the building's style, period and materials, but shall also be down-directed and shielded. The Planning Department shall review and approve in writing all proposed exterior lighting fixtures prior to installation.
16. Construction and renovation waste shall be diverted from disposal if recycling facilities or services are available.
17. The visual impact of exterior treatments associated with seismic upgrades shall be minimized.
18. Any landscaping within the City right-of-way must be approved by the City Engineer prior to planting.
19. The Preservation Plan must include a cribbing and excavation stabilization shoring plan reviewed and stamped by a State of Utah licensed and registered structural engineer prior to issuance of a building permit. Cribbing or shoring must be of engineer specified materials. Screw-type jacks for raising and lowering the building are not allowed as primary supports once the building is lifted.
20. An encroachment agreement may be required prior to issuance of a building permit for projects utilizing soils nails that encroach onto neighboring properties.
21. A Soils Report completed by a geotechnical engineer as well as a temporary shoring plan, if applicable, will be required at the time of building permit application.
22. Within five (5) days of installation of the cribbing and shoring, the structural engineer will inspect and approve the cribbing and shoring as constructed.
23. Historic buildings which are lifted off the foundation must be returned to the completed foundation within 45 days of the date the building permit was issued.
24. The Planning Director may make a written determination to extend this period up to 30 additional days if, after consultation with the Historic Preservation Planner, Chief Building Official, and City Engineer, he determines that it is necessary. This would be based upon the need to immediately stabilize an existing Historic property, or specific site conditions such as access, or lack thereof, exist, or in an effort to reduce impacts on adjacent properties.
25. The applicant is responsible for notifying the Building Department if changes are made. If the cribbing and/or shoring plan(s) are to be altered at any time during the construction of the foundation by the contractor, the structural engineer shall submit a new cribbing and/or shoring plan for review. The structural engineer shall be required to re-inspect and approve the cribbing and/or shoring alterations within five (5) days of any relocation or alteration to the cribbing and/or shoring.
26. The applicant shall also request an inspection through the Building Department following the modification to the cribbing and/or shoring. Failure to request the inspection will be a

violation of the Preservation Plan and enforcement action through the financial guarantee for historic preservation or ACE could take place.

27. Approval of this HDDR was noticed on April 26, 2018, and any approval is subject to a 30 day appeal period.

28. All standard conditions of approval shall apply (see attached).

All approvals are subject to all of the notes as indicated on the drawings. If you have any questions about this approval, please do not hesitate to contact me. I can be reached at (435) 615-5067, or via e-mail at anya.grahn@parkcity.org.

Sincerely,

A handwritten signature in black ink, reading "Anya E. Grahn". The signature is written in a cursive, flowing style.

Anya Grahn
Historic Preservation Planner II

Exhibit 5

9fŠØI·úλzy / ŠNúλFλŎI·úŠ

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1-9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A - PROPERTY INFORMATION				FOR INSURANCE COMPANY USE	
A1. Building Owner's Name HELEN ELIZABETH WALLACE				Policy Number:	
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 158 MAIN STREET				Company NAIC Number:	
City PARK CITY		State Utah		ZIP Code 84060	
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) TAX ID NO. SAL-1					
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>RESIDENTIAL</u>					
A5. Latitude/Longitude: Lat. <u>40.64032</u> Long. <u>-111.49418</u> Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983					
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.					
A7. Building Diagram Number <u>2A</u>					
A8. For a building with a crawlspace or enclosure(s):					
a) Square footage of crawlspace or enclosure(s) <u>1,000</u> sq ft					
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>0</u>					
c) Total net area of flood openings in A8.b <u> </u> sq in					
d) Engineered flood openings? ☐ Yes ☐ No					
A9. For a building with an attached garage:					
a) Square footage of attached garage <u>280</u> sq ft					
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade <u>0</u>					
c) Total net area of flood openings in A9.b <u> </u> sq in					
d) Engineered flood openings? ☐ Yes ☐ No					
SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number PARK CITY, CITY OF 490139			B2. County Name SUMMIT		B3. State Utah
B4. Map/Panel Number 49043C 0938	B5. Suffix C	B6. FIRM Index Date 03/16/2006	B7. FIRM Panel Effective/ Revised Date 03/16/2006	B8. Flood Zone(s) A	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth) 7133.6
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: ☐ FIS Profile ☐ FIRM ☐ Community Determined ☒ Other/Source: <u>COMPUTED</u>					
B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☐ NAVD 1988 ☒ Other/Source: <u>LOCAL DATUM</u>					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No Designation Date: <u> </u> ☐ CBRS ☐ OPA					

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 158 MAIN STREET			Policy Number:
City PARK CITY	State Utah	ZIP Code 84060	Company NAIC Number

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☒ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: _____ Vertical Datum: _____

Indicate elevation datum used for the elevations in items a) through h) below.

☐ NGVD 1929 ☐ NAVD 1988 ☒ Other/Source: LOCAL DATUM (APPROXIMATE MEAN SEA LEVEL)

Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

- | | | |
|---|---------------|--|
| a) Top of bottom floor (including basement, crawlspace, or enclosure floor) | <u>7130.8</u> | ☒ feet ☐ meters |
| b) Top of the next higher floor | <u>7139.8</u> | ☒ feet ☐ meters |
| c) Bottom of the lowest horizontal structural member (V Zones only) | _____ | ☒ feet ☐ meters |
| d) Attached garage (top of slab) | <u>7132.0</u> | ☒ feet ☐ meters |
| e) Lowest elevation of machinery or equipment servicing the building
(Describe type of equipment and location in Comments) | <u>7130.8</u> | ☒ feet ☐ meters |
| f) Lowest adjacent (finished) grade next to building (LAG) | <u>7134.2</u> | ☒ feet ☐ meters |
| g) Highest adjacent (finished) grade next to building (HAG) | <u>7140.0</u> | ☒ feet ☐ meters |
| h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support | <u>7133.8</u> | ☒ feet ☐ meters |

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ☒ No ☐ Check here if attachments.

Certifier's Name A.F. SHARRY, III, PE	License Number 186193
Title PRESIDENT	
Company Name CANYON ENGINEERING	
Address PO BOX 982131	
City PARK CITY	State Utah
	ZIP Code 84098
Signature 	Date 08/16/2018
	Telephone (435) 640-7373



Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 158 MAIN STREET			Policy Number:
City PARK CITY	State Utah	ZIP Code 84060	Company NAIC Number

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

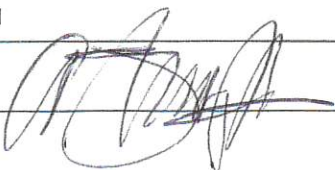
- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is 9 . 2 ☒ feet ☐ meters ☐ above or ☒ below the HAG.
- b) Top of bottom floor (including basement, crawlspace, or enclosure) is 3 . 4 ☒ feet ☐ meters ☐ above or ☒ below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is ☒ feet ☐ meters ☐ above or ☐ below the HAG.
- E3. Attached garage (top of slab) is 8 . 0 ☒ feet ☐ meters ☐ above or ☒ below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is 9 . 2 ☒ feet ☐ meters ☐ above or ☒ below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name
CANYON ENGINEERING

Address PO BOX 982131	City PARK CITY	State Utah	ZIP Code 84098
--------------------------	-------------------	---------------	-------------------

Signature 	Date 08/16/2018	Telephone (435) 640-7373
--	--------------------	-----------------------------

Comments

☐ Check here if attachments.

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 158 MAIN STREET			Policy Number:
City PARK CITY	State Utah	ZIP Code 84060	Company NAIC Number

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

- G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number

G5. Date Permit Issued

G6. Date Certificate of
Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____ ☐ feet ☐ meters Datum _____

G10. Community's design flood elevation: _____ ☐ feet ☐ meters Datum _____

Local Official's Name

Title

Community Name

Telephone

Signature

Date

Comments (including type of equipment and location, per C2(e), if applicable)

☐ Check here if attachments.

BUILDING PHOTOGRAPHS

ELEVATION CERTIFICATE

See Instructions for Item A6.

OMB No. 1660-0008

Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.

FOR INSURANCE COMPANY USE

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
158 MAIN STREET

Policy Number:

City
PARK CITY

State
Utah

ZIP Code
84060

Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

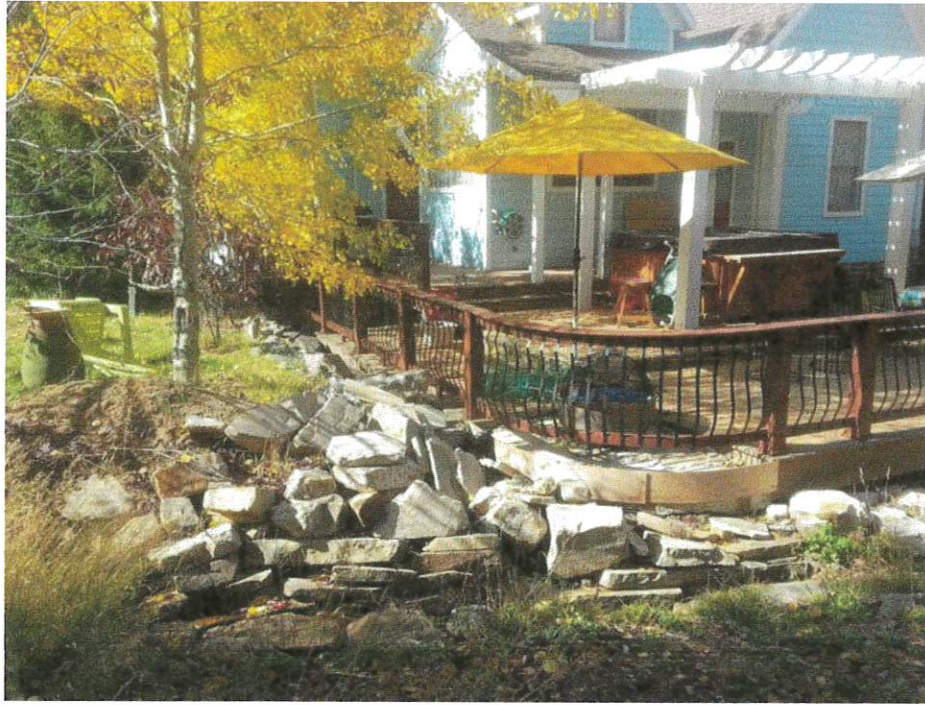


Photo One

Photo One Caption SOUTHEAST CORNER EXISTING BUILDING

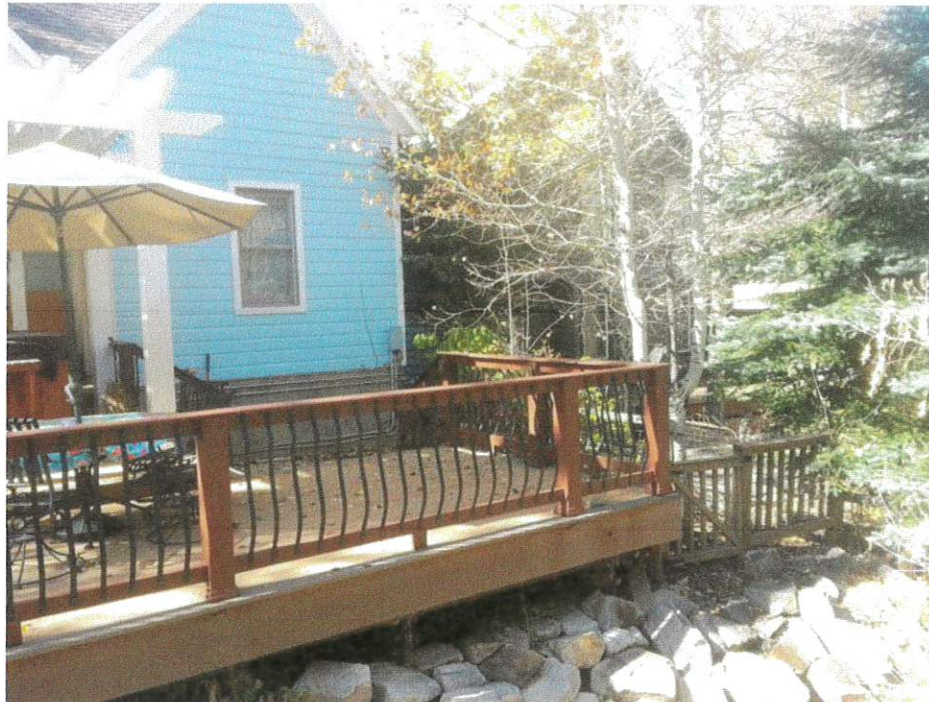


Photo Two

Photo Two Caption NORTHEAST CORNER EXISTING BUILDING

Exhibit 9

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/2Y_{LJdzú l·úλ2yă}

STORMWATER MANAGEMENT
COMPUTATIONS

158 MAIN STREET

PARK CITY, UTAH

DATE: SEPTEMBER, 2017

PROJECT NO. 17020

PREPARED BY: **CANYON ENGINEERING**
PARK CITY, UTAH



Park City Building Dept.
AUG 15 2018

380

Received

100-YEAR EVENT

Park City Building Dept
AUG 15 2018 381
Received

Hydrograph Report

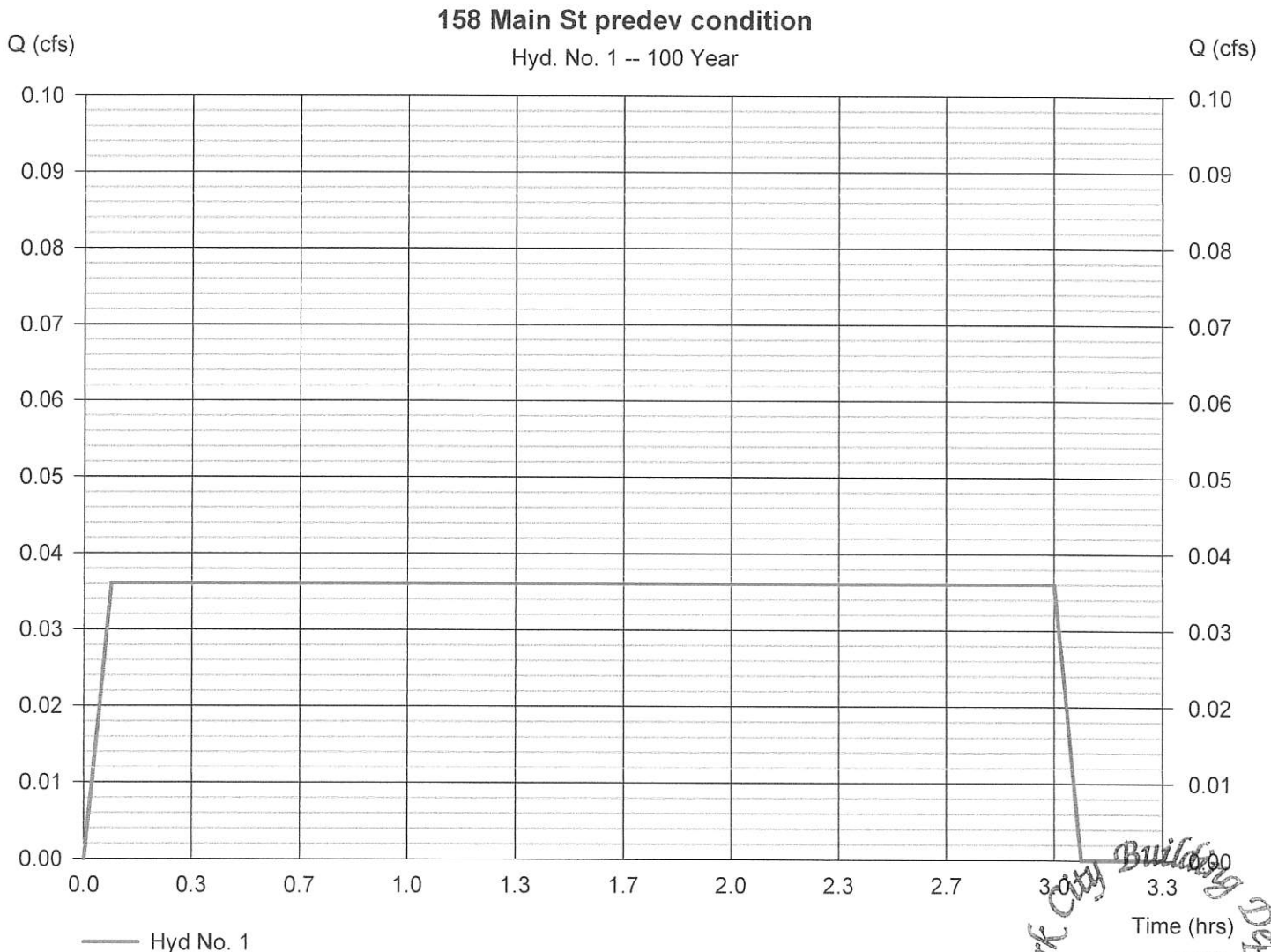
Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2016 by Autodesk, Inc. v11

Thursday, 09 / 21 / 2017

Hyd. No. 1

158 Main St predev condition

Hydrograph type	= Mod. Rational	Peak discharge	= 0.036 cfs
Storm frequency	= 100 yrs	Time to peak	= 0.08 hrs
Time interval	= 1 min	Hyd. volume	= 389 cuft
Drainage area	= 0.084 ac	Runoff coeff.	= 0.58
Intensity	= 0.740 in/hr	Tc by User	= 5.00 min
IDF Curve	= park city 09 17 17.idf	Storm duration	= 36.0 x Tc
Target Q	=n/a	Est. Req'd Storage	=n/a



Park City Building Dept
AUG 15 2018
Received
382

Hydrograph Report

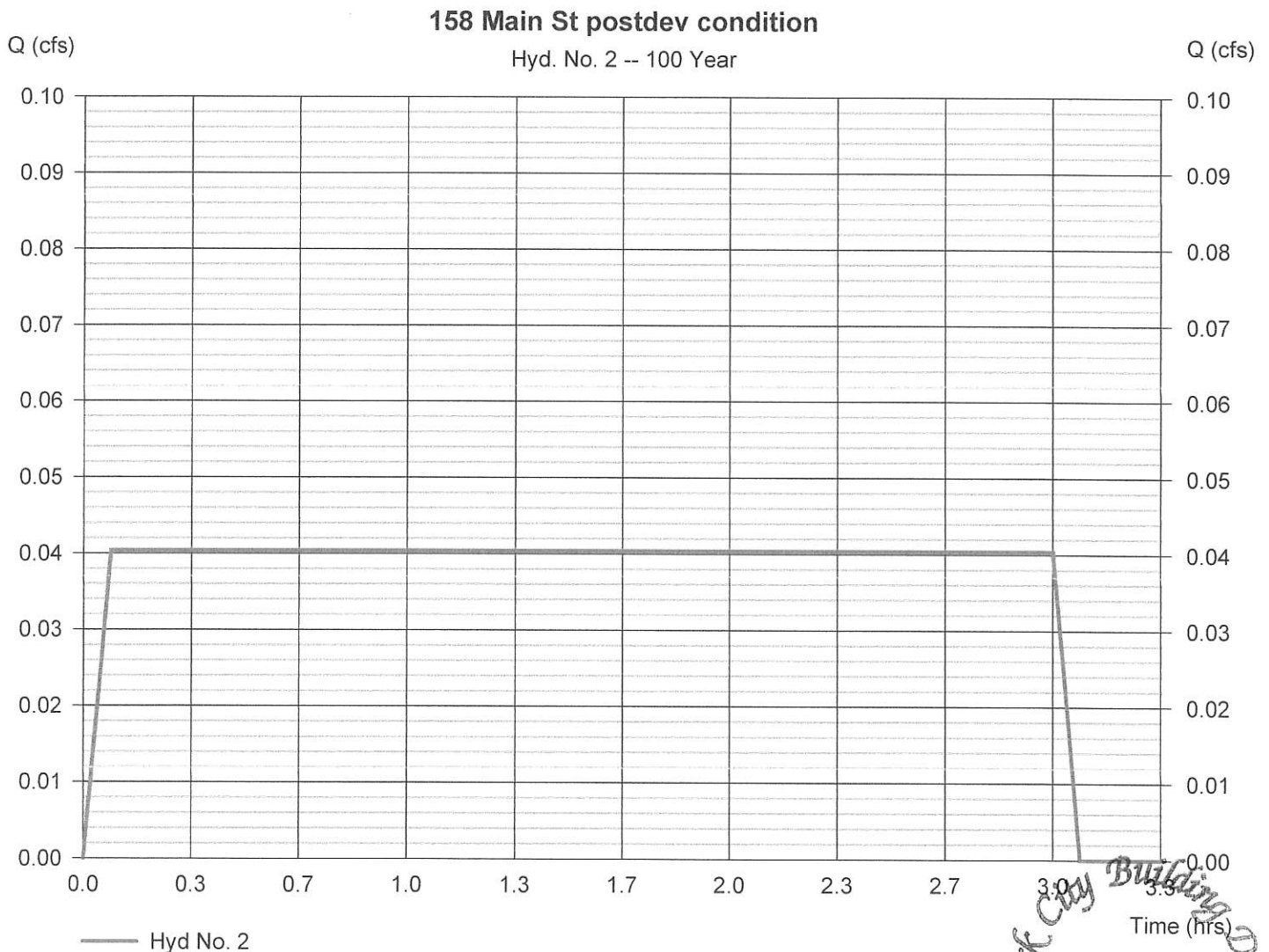
Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2016 by Autodesk, Inc. v11

Thursday, 09 / 21 / 2017

Hyd. No. 2

158 Main St postdev condition

Hydrograph type	= Mod. Rational	Peak discharge	= 0.040 cfs
Storm frequency	= 100 yrs	Time to peak	= 0.08 hrs
Time interval	= 1 min	Hyd. volume	= 436 cuft
Drainage area	= 0.084 ac	Runoff coeff.	= 0.65
Intensity	= 0.740 in/hr	Tc by User	= 5.00 min
IDF Curve	= park city 09 17 17.idf	Storm duration	= 36.0 x Tc
Target Q	=n/a	Est. Req'd Storage	=n/a



Park City Building Dept
AUG 15 2018
383

Received

DRY WELL CAPACITY

100-YEAR STORM

158 Main Street
Park City, Utah
17020

Parameter	Unit	Value	Remarks
DRAINAGE AREA	SF	3,655	entire lot area
HYDROGRAPH VOLUME			
predevelopment	CF	389	100-year storm
postdevelopment	CF	436	see HYDROLOGY below
difference	CF	47	
STRUCTURE			
inside diameter	FT	4.0	
structure wall thickness	IN	5.0	
inside volume	CF/VF	12.6	
OUTSIDE STRUCTURE			
stone around pit	IN	7	min. at CL of square excavation
excavation width	FT	6.0	square excavation, each side
stone volume	CF/VF	17.7	
voids in stone	%	30	
storage in stone	CF/VF	5.3	
BELOW STRUCTURE			
stone depth	IN	6	
stone volume	CF	18.0	
storage in stone	CF	5.4	
TOTAL			
structure depth (inside)	FT	2.5	from inside bottom to ceiling (B.O. flat top)
storage volume	CF	50.1	
storage volume	CF/VF	20.0	
number of dry wells proposed		1	or equal, depending on ESHGW elevation
total volume of stone	CY	2	

TOTAL STORAGE VOLUME CF 50 > or = 47 ... OK

HYDROLOGY

Use Modified Rational Method with target outflow, Q=0 and rainfall duration = 3 hours;
time of concentration = 5 minutes;
impervious area, predev = 1,970 SF; postdev = 2,471 SF;
C value, predev = 0.58; postdev = 0.65
impervious C = 0.95; pavers C=0.40; landscaping C=0.15;
see attached hydrographs;

ABBREVIATIONS:

CF=cubic feet; CY=cubic yards; SF=square feet; VF=vertical feet; EA=each; FT=feet; GAL=gallons;
GPM=gallons per minute; ESHGW=estimated seasonal high groundwater;

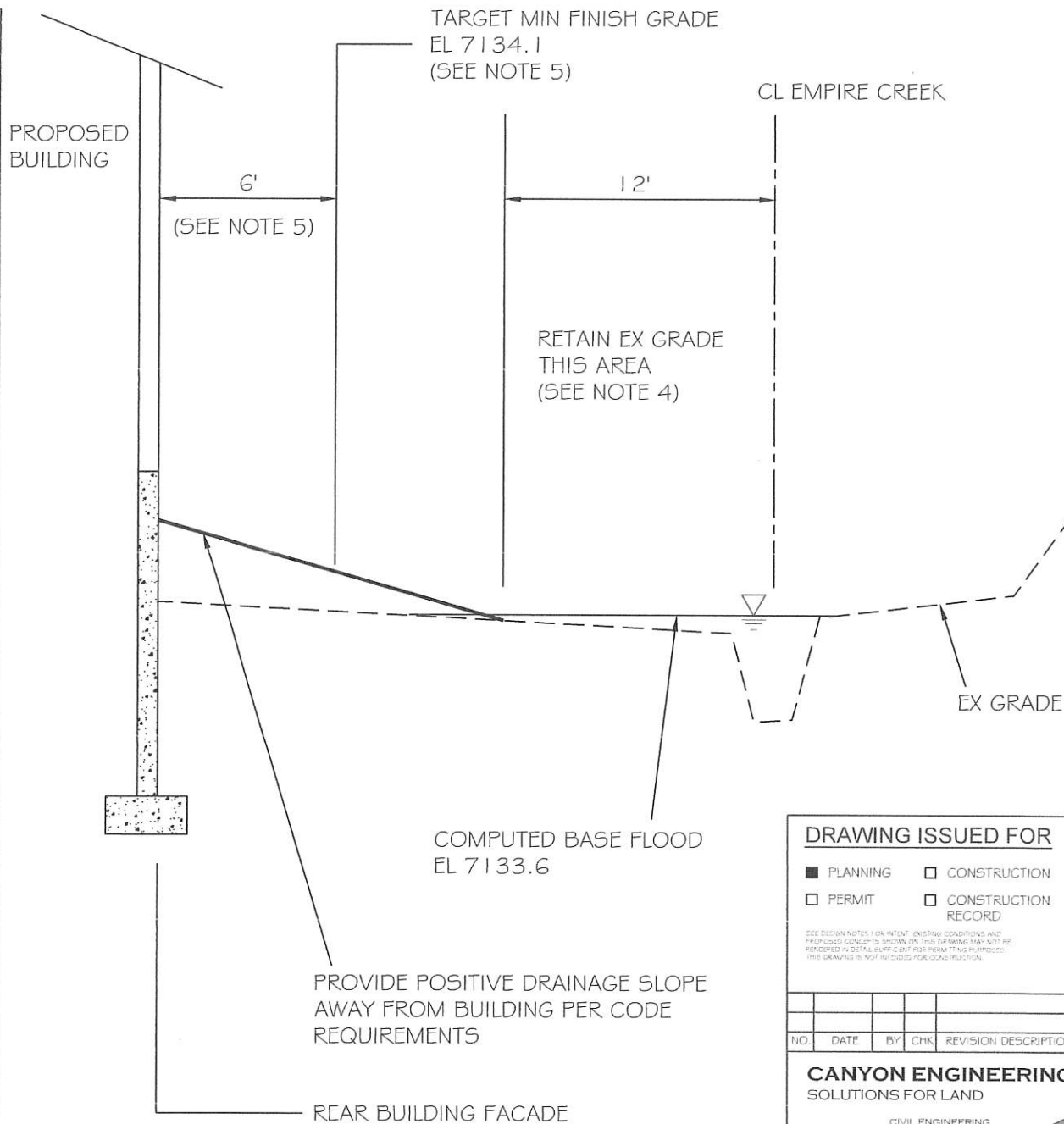
Park City Building Dept.
AUG 15 2013

Received

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Canyon Engineering

9/21/2017



ELEVATION DATUM

LOCAL SURVEY DATUM (APPROX NGVD 29)

DESIGN NOTES

1. COMPUTED BASE FLOOD ELEVATION BY CANYON ENGINEERING.
2. BASE FLOOD ELEVATION DEPICTED REPRESENTS COMPUTED WATER SURFACE FOR THEORETICAL 100-YEAR 24-HOUR STORM. HIGHER FLOOD WATERS ARE POSSIBLE.
3. GROUNDWATER MITIGATION AT BUILDING BY OTHERS.
4. EXISTING REAR DECK AND PERIMETER RIPRAP TO BE REMOVED.
5. APPLIES AROUND ENTIRE STRUCTURE PERIMETER. SIX (6)-FOOT DISTANCE MAY BE REDUCED ALONG SIDES OF BUILDING.

DRAWING ISSUED FOR

- ☒ PLANNING ☐ CONSTRUCTION
☐ PERMIT ☐ CONSTRUCTION RECORD

SEE DESIGN NOTES FOR INTENT, EXISTING CONDITIONS, AND PROVIDED CONCEPTS SHOWN ON THIS DRAWING MAY NOT BE RENDERED IN DETAIL SUFFICIENT FOR PERMITTING PURPOSES. THIS DRAWING IS NOT INTENDED FOR CONSTRUCTION.

NO.	DATE	BY	CHK	REVISION DESCRIPTION

CANYON ENGINEERING SOLUTIONS FOR LAND

CIVIL ENGINEERING
LAND PLANNING
PERMITTING



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PO BOX 982131
PARK CITY, UTAH 84098

VOICE: 435.640.7373 EMAIL: GUS@CANYONENG.COM
WWW.CANYONENG.COM

SINGLE FAMILY RESIDENCE

REAR YARD GRADING CONCEPT SECTION LOOKING NORTH

158 MAIN STREET
PARK CITY, UTAH

PREPARED FOR:
WASATCH ENGINEERING CONTRACTORS
PARK CITY, UTAH

PROJECT LOCATION:
LOT 25 R4E

DES. BY: AFS	DATE: MARCH 2018	JOB: 17020	1 OF 1
CHK. BY: AFS			

Received

Planning Commission Staff Report



PLANNING DEPARTMENT

Subject: 901 Woodside Avenue – Addition to a
Historic Structure located within a Building Setback
Project #: PL-19-04142
Author: Caitlyn Barhorst
Date: August 14, 2019
Type of Item: Administrative – Conditional Use Permit

Summary Recommendations

Staff recommends that the Planning Commission review the Conditional Use Permit for a basement addition to the Landmark Historic Structure located within a Building Setback, hold a public hearing, and consider approving the requested application based on the Findings of Fact, Conclusions of Law, and Conditions of Approval for the Commission's consideration.

Description

Applicant: Jerry Fiat for 901 Woodside LLC, represented by Jonathan DeGray, Architect
Location: 901 Woodside Avenue
Designation: Landmark Historic Site
Zoning District: Historic Residential (HR-1) Zoning District
Adjacent Land Uses: Single-Family, Multi-Family Commercial
Reason for Review: Conditional Use Permit applications are reviewed and approved by the Planning Commission

Proposal

The applicant is proposing to add a basement addition directly below the footprint of the Historic house that is partially located within the Side Yard Setback area. The Historic District Design Review (HDDR) for the Material Deconstruction and Disassembly and Reassembly (Panelization) was reviewed by The Historic Preservation Board on August 7, 2019 and approved. The property at 901 Woodside Avenue, is a "Landmark" Historic Site and [LMC 15-2.2-4\(A\)](#) allows for the Planning Commission to grant an exception to the Building Setback in order to achieve new construction consistent with the Historic District Design Guidelines.

The total area that is requested under the Historic Building setback exception is 91 square feet. The proposed basement footprint follows the existing building footprint of the Landmark Historic Structure. The applicant is not proposing to alter the current footprint, only excavate and create habitable space where the existing footprint is. The basement level garage entry is setback from the existing structure's side (south east side) wall per the Historic District Design Guidelines.

The applicant's proposal is required for the rehabilitation of this Structure and will raise the structure two feet (2') from existing floor level to encompass the new basement.

Figure 1: Proposed Basement Area within the Side Setback area. The red shaded area identifies the area of the proposed basement within the Side Setback. The yellow shaded area identifies the current basement foundation to remain. The green shaded area shows the proposed basement addition allowed with the three foot (3') Side Setback.



Background

A Historic District Design Review (HDDR) application is currently under review for the complete restoration and rehabilitation of the Historic Structure which includes Disassembly and Reassembly (Panelization) and construction of a basement foundation within the Building Setbacks.

The Planning Department received a Conditional Use Permit (CUP) application on April 17, 2019 that was deemed complete on April 19, 2019. Staff has included Table 1 which identifies previous applications for this property:

Year	Application/Permit Type	Description	Action Taken
1987	Historic District Grant	\$4,850 awarded. Most likely scope of work was roofing, windows, and siding.	Approved
1990	Historic District Grant	\$1,000 awarded.	Approved
2018	Historic District Design Review	Application for the Rehabilitation of the Historic Structure	Pending HPB and HDDR Approval
2019	Building Permit	Demo permit- exploratory per the HDDR application.	Approved
2019	Conditional Use Permit	Addition to a Historic Structure Located within a Building Setback	Subject application - Under Review

Purpose

The purpose of the Historic Residential HR-1 District is to:

- A. preserve present land Uses and character of the Historic residential Areas of Park City,
- B. encourage the preservation of Historic Structures,
- C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
- D. encourage single family Development on combinations of 25' x 75' Historic Lots,
- E. define Development parameters that are consistent with the General Plan policies for the Historic core, and
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Analysis

The Conditional Use Permit is subject to the following review criteria in the LMC:

- Per [LMC 15-2.2-4\(A\)](#), the Planning Commission may grant an exception to the Building Setback for additions to Historic Buildings in order to achieve new construction consistent with the Design Guidelines for Park City's Historic Districts and Historic Sites, based on the following criteria.
- Per [LMC 15-1-10\(E\)](#), the proposal is subject to review according to the Conditional Use Permit Criteria.

Staff has included the following sections for Analysis:

- I. [LMC 15-2.2-4\(A\) Existing Historic Structures Exceptions](#)
- II. [LMC 15-1-10\(E\) Conditional Use Permit Review Criteria](#)

Section I. [LMC 15-2.2-4\(A\) Existing Historic Structures Exceptions](#)

Staff has provided an analysis of [15-2.2-4\(A\) Existing Historic Structures Exceptions](#) in *italics* below:

- A. **EXCEPTION.** For additions to Historic Buildings and new construction on sites listed on the Historic Sites Inventory and in order to achieve new construction consistent with the Historic District Design Guidelines, the Planning Commission may grant an exception to the Building Setback and driveway location standards:
 - 1. Upon approval of a Conditional Use permit, and
Pending
Pending Planning Commission review and approval of subject application.
 - 2. When the scale of the addition and/or driveway is Compatible with the Historic Structure, and
Complies
The current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and is compatible with the Historic Structure. The proposed garage entry preserves the Historic character of the

Landmark designated Site by entering from the side and not changing the integrity of the character of the front façade.

3. When the addition complies with all other provisions of this Chapter, and

Complies

The addition has been reviewed for compliance with the Design Guidelines and LMC through the HDDR Process (pending HDDR and HPB approval).

4. When the addition complies with the adopted Building and Fire Codes, and

Pending

The addition will be reviewed for compliance with the Building and Fire Codes through the Building Permit, pending approval of this CUP and HDDR.

5. When the addition complies with the Design Guidelines for Historic Districts and Sites.

Complies

The current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and is compatible with the Historic Structure. The proposed basement addition and garage entry preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the front façade character.

Section III. LMC 15-1-10(E) Review

The Planning Department and/or Planning Commission must review each of the following items when considering whether or not the proposed Conditional Use mitigates impacts of and addresses the following items:

1. Size and location of the site

No Unmitigated Impacts

The Lot is 1,875 square feet (0.04 acres). The site is located on Woodside Avenue (north east property boundary) and abuts a Platted Public Right of Way to the south east. This is an existing Historic Single-Family Dwelling, with approximately ninety-one square feet (91 sf) currently encroaching into the Side Setbacks. Per LMC 15-2.2-4, Historic Structures that do not comply with Building Setbacks are considered valid Complying Structures. The addition to basement that is subject to this CUP consists of approximately ninety-one square feet (91 sf) and does not affect the size or location of the site. No change in Use is proposed.

2. Traffic considerations including capacity of the existing Streets in the Area

No Unmitigated Impacts

There is no change in Use that would generate additional vehicular trips beyond the current and Historic Single-Family use.

3. Utility capacity

No Unmitigated Impacts

The addition to basement that is subject to this CUP consists of approximately ninety-one square feet (91 sf) and does not impact the utility upgrades that are proposed with the allowed foundation footprint.

4. Emergency vehicle access

No Unmitigated Impacts

There is no impact to the existing emergency vehicle access.

5. Location and amount of off street parking

No Unmitigated Impacts

Per LMC 15-2.2-4, Existing Historic Structures that do not comply with Off-Street parking are valid Non-Complying Structures. The proposal does not create a Lockout Unit or an Accessory Apartment; therefore, no additional parking is required. However, the benefit of the proposed driveway access is twofold of 1) Preserving the character of the Landmark Historic Structure by not altering the primary façade and 2) it reduces the on-street parking number for Woodside Avenue. The applicant is proposing a single-car garage underneath the existing Historic Structure which will allow one off street parking spot.

6. Internal vehicular and pedestrian circulation system

Not applicable

There is no impact to the existing internal and pedestrian circulation system.

7. Fencing, Screening and landscaping to separate the Use from adjoining Uses

No Unmitigated Impacts

There are no commercial Use; therefore, no separation between Residential and commercial Uses is required.

8. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots

No Unmitigated Impacts

The current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and does not change the building mass, location, or orientation. The proposed basement addition and garage entry preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the front façade character. The total area of the setback exception is ninety-one square feet (91 sf). No increase in Building Footprint will be achieved through the addition of the subject basement area.

9. Usable Open Space

No Unmitigated Impacts

The proposal does not change the amount of open space to built envelope.

10. Signs and lighting

Not applicable

There are no signs or lighting on site.

11. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing

No Unmitigated Impacts

There is no impact to the Compatibility with surrounding structures or perceived mass from the Street. The current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and does not impact the compatibility with surrounding structures. The proposed basement addition and garage entry preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the historic character.

12. Noise, vibration, odors, steam, or other mechanical factors that might affect people and property Off-site

Not applicable

There are no changes that will result in additional noise, vibration, odors, steam, or other mechanical factors.

13. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash pickup Areas

Not applicable

There are no changes that will impact the control of delivery and service vehicles, loading and unloading zones, or Screening of trash pickup Areas.

14. Expected Ownership and management of the project as primary residences, Condominiums, time interval ownership, nightly rental, or commercial tenancies, how the form of ownership affects taxing entities

Not applicable

This is a Single-Family Dwelling.

15. Within and adjoining the Site, impacts on Environmentally Sensitive Lands, Slope retention, and appropriateness of the proposed Structure to the topography of the Site

No Unmitigated Impacts

The proposed improvements will be appropriately re-graded and reviewed thoroughly through the Building Permit.

16. Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding.

No Unmitigated Impacts

This proposal has been reviewed for consistency with the Goals and Objectives of the Park City General Plan. The General Plan establishes several goals and objectives specific to Historic Preservation, including, but not limited to:

- Goal 15: Preserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations.*
- Objective 15A: Maintain the integrity of historic resources within Park City as a community asset for future generations, including historic resources locally*

designated on the Park City Historic Sites Inventory and its two National Register Historic Districts – the Main Street Historic District and the Mining Boom Era Residences Thematic District.

- *Objective 15B: Maintain character, context and scale of local historic districts with compatible infill development and additions.*

Department Review

This project has gone through an interdepartmental review.

Notice

On July 23, 2019 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and Park Record on July 27, 2019 according to requirements of the Land Management Code.

Public Input

No public input has been received by the time of this report.

Alternatives

- The Planning Commission may approve the Conditional Use Permit for the addition to a Historic Structure located within a Building Setback at 901 Woodside Avenue, as conditioned or amended; or
- The Planning Commission may deny Conditional Use Permit for the addition to a Historic Structure located within a Building Setback at 901 Woodside Avenue and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the Conditional Use Permit addition to a Historic Structure located within a Building Setback at 901 Woodside Avenue and request additional information or analysis in order to take action.

Significant Impacts

There are no significant fiscal impacts from this application that haven't been addressed.

Consequences of not taking action on the Suggested Recommendation

The applicant would have to redesign the proposed addition and meet Setback requirements which would alter the Historic Character of the Landmark Site.

Recommendation

Staff recommends that the Planning Commission review the Conditional Use Permit for a basement addition to the Landmark Historic Structure at 901 Woodside Avenue located within a Building Setback, hold a public hearing, and consider approving the requested application based on the Findings of Fact, Conclusions of Law, and Conditions of Approval for the Commission's consideration.

Findings of Fact

1. The subject property is located at 901 Woodside Avenue is located in the Historic Residential (HR-1) Zoning District, and is listed as a “Landmark” Historic Site on the City’s Historic Sites Inventory (HSI).
2. The applicant is requesting to excavate the existing basement level foundation to turn into habitable basement area with a garage. The total area that is requested under the Historic Building setback exception is 91 square feet. The proposed basement footprint follows the existing building footprint of the Landmark Historic Structure. The applicant is not proposing to alter the current footprint, only excavate and create habitable space where the existing footprint is. The basement level garage entry is setback from the existing structure’s side (south east side) wall per the Historic District Design Guidelines.
3. The applicant’s proposal is required for the rehabilitation of this Structure and will raise the structure two feet (2’) from existing floor level to encompass the new basement.
4. A Historic District Design Review (HDDR) application is currently under review for the complete restoration and rehabilitation of the Historic Structure which includes Disassembly and Reassembly (Panelization) and construction of a basement foundation within the Building Setbacks.
5. On August 7, 2019, the Historic Preservation Board reviewed and approved the Material Deconstruction and Disassembly and Reassembly (Panelization) of the Landmark Historic Site.
6. The Planning Department received a Conditional Use Permit (CUP) application on April 17, 2019 that was deemed complete on April 19, 2019.
7. The Landmark Historic Structure at 901 Woodside Avenue is a Single-Family Dwelling. A Single-Family Dwelling is an Allowed Use in the HR-1 Zoning District.
8. Per LMC 15-2.2-4 The Planning Commission shall review any CUP application in the HR-1 District per the review criteria.
9. Per LMC 15-2.2-4(A), the Planning Commission may grant an exception to the Building Setback for additions to existing Historic Structures in order to achieve new construction consistent with the Design Guidelines for Park City’s Historic Districts and Historic Sites, based on the following criteria.
10. Per LMC 15-1-10(E), the proposal is subject to review according to the Conditional Use Permit Criteria.
11. The proposal complies with LMC 15-2.2-4(A)(1) as the Planning Commission has reviewed and approved a Conditional Use Permit for the proposed Use.
12. There are no unmitigated impacts to LMC 15-2.2-4(A)(2) as the current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and is compatible with the Historic Structure. The proposed garage entry preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the character of the front façade.
13. The proposal complies with LMC 15-2.2-4(A)(3) as the addition has been reviewed for compliance with the Design Guidelines and LMC through the HDDR Process (pending HDDR and HPB approval).
14. The proposal complies with LMC 15-2.2-4(A)(4) as conditioned as the addition will be reviewed for compliance with the Building and Fire Codes through the Building

Permit once submitted (pending approval of this CUP and the HDDR.)

15. The proposal complies with LMC 15-2.2-4(A)(5) as the current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and is compatible with the Historic Structure. The proposed basement addition and garage entry preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the front façade character.
16. There are no unmitigated impacts to LMC 15-1-10(E)(1) size and location of the site, as the Lot is 1,875 square feet (0.04 acres). The site is located on Woodside Avenue (north east property boundary) and abuts a Platted Public Right of Way to the south east. This is an existing Historic Single-Family Dwelling, with approximately ninety-one square feet (91 sf) currently encroaching into the Side Setbacks. Per LMC 15-2.2-4, Historic Structures that do not comply with Building Setbacks are considered valid Complying Structures. The addition to basement that is subject to this CUP consists of approximately ninety-one square feet (91 sf) and does not affect the size or location of the site. No change in Use is proposed.
17. There are no unmitigated impacts to LMC 15-1-10(E)(2) as there is no change in Use that would generate additional vehicular trips beyond the current and Historic Single-Family use.
18. There are no unmitigated impacts to LMC 15-1-10(E)(3) as the addition to basement that is subject to this CUP consists of approximately ninety-one square feet (91 sf) and does not impact the utility upgrades that are proposed with the allowed foundation footprint.
19. There are no unmitigated impacts to LMC 15-1-10(E)(4) as there is no impact to the existing emergency vehicle access.
20. There are no unmitigated impacts to LMC 15-1-10(E)(5) as per LMC 15-2.2-4, Existing Historic Structures that do not comply with Off-Street parking are valid Non-Complying Structures. There is no existing or proposed driveway at this time. The proposed basement addition does not create a Lockout Unit or an Accessory Apartment; therefore, no additional parking is required.
21. LMC 15-1-10(E)(6) internal vehicular and pedestrian circulation system, is not applicable as there is no impact to the existing internal and pedestrian circulation system.
22. There are no unmitigated impacts to LMC 15-1-10(E)(7) as there are no commercial Use; therefore, no separation between Residential and commercial Uses is required.
23. There are no unmitigated impacts to LMC 15-1-10(E)(8) as the current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and does not change the building mass, location, or orientation. The proposed basement addition and garage entry preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the front façade character. The total area of the setback exception is ninety-one square feet (91 sf). No increase in Building Footprint will be achieved through the addition of the subject basement area.
24. There are no unmitigated impacts to LMC 15-1-10(E)(9) usable Open Space, as the proposal does not change the amount of open space to built envelope.
25. LMC 15-1-10(E)(10) signs and lighting, is not applicable as there are no signs or lighting on site.

26. There are no unmitigated impacts to LMC 15-1-10(E)(11) as there is no impact to the Compatibility with surrounding structures or perceived mass from the Street. The current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and does not impact the compatibility with surrounding structures. The proposed basement addition and garage entry preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the historic character.
27. LMC 15-1-10(E)(12) is not applicable as there are no changes that will result in additional noise, vibration, odors, steam, or other mechanical factors.
28. LMC 15-1-10(E)(13) is not applicable as there are no changes that will impact the control of delivery and service vehicles, loading and unloading zones, or Screening of trash pickup Areas.
29. LMC 15-1-10(E)(14) is not applicable as this is a Single-Family Dwelling.
30. There are no unmitigated impacts to LMC 15-1-10(E)(15) the proposed improvements will be appropriately re-graded and reviewed thoroughly through the Building Permit.
31. There are no unmitigated impacts to LMC 15-1-10(E)(16) reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding, as this proposal has been reviewed for consistency with the Goals and Objectives of the Park City General Plan. The General Plan establishes several goals and objectives specific to Historic Preservation, including, but not limited to Goal 15, Objective 15A and Objective 15B.
32. On July 31, 2019 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published on the Utah Public Notice Website and Park Record on July 27, 2019 according to requirements of the Land Management Code.
33. The Findings in the Analysis section of this report are incorporated herein.

Conclusions of Law

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

Conditions of Approval

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits.
3. City Engineer review and approval of all appropriate grading, utility installation, public improvements and drainage plans for compliance with City standards, to include driveway and Parking Area layout, is a condition precedent to building permit issuance. An approved shoring plan is required prior to excavation.
4. This approval will expire on June 26, 2020, if a complete building permit submittal has not been received, unless a written request for an extension is received and

- approved by the Planning Director prior to the date of expiration
5. Modified 13-D fire sprinkler system is required for any new construction/addition.
 6. All above grade utility facilities shall be located on the property and properly screened.
 7. All Conditions of Approval from the pending Historic Preservation Board Review for Material Deconstruction and Disassembly and Reassembly (Panelization) Action Letter shall apply.
 8. All Conditions of Approval from the Action Letter for the pending Historic District Design Review application shall apply.

Exhibits

- Exhibit A: Proposed Plans
Exhibit B: Standard Project Conditions

Exhibit A

Proposed Plans

March 11, 2019
Rev. April 5, 2019

Park City Municipal Corporation
443 Marsac Avenue
Park City, Utah 84060

Attn: Francisco Astorga, Planning Department

Re: Driveway in a platted but unimproved city ROW CUP and
Foundation/Basement construction under existing home in a setback
901 Woodside Avenue

Dear Francisco,

901 Woodside is a landmark historic home. We met with staff early on at a pre-application meeting to discuss the addition of a garage to the property and discussed both front loading a garage off Woodside and developing a drive and garage access off 9th street.

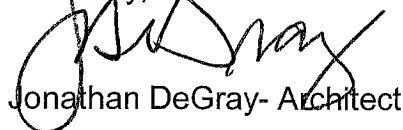
Since the home abuts the unimproved 9th street right of way, staff found there was an opportunity to develop a drive and garage at this location that would preserve the front elevation and setting of the landmark home.

We reviewed this proposal with planning and engineering staff, the sewer district and water departments. After determining the viability of the drive and garage off 9th street ROW we submitted this proposal as part of the HDDR application. As part of that review we need to submit this CUP application. Approval of the CUP will allow us to provide off street parking in a garage with minimal impact on the historic form of the landmark home.

Through this CUP process we would also like to place a new foundation under the footprint of the existing home and capture areas that fall within the side yard setbacks, see exhibit A attached. There are three areas identified on the exhibit. By capturing these areas, the construction of the new foundation would be simplified, and the owner would be able to utilize below grade area that is not visible from anywhere. This request would not expand the existing footprint of the building.

Please let me know if you have any questions.

Sincerely,



Jonathan DeGray- Architect

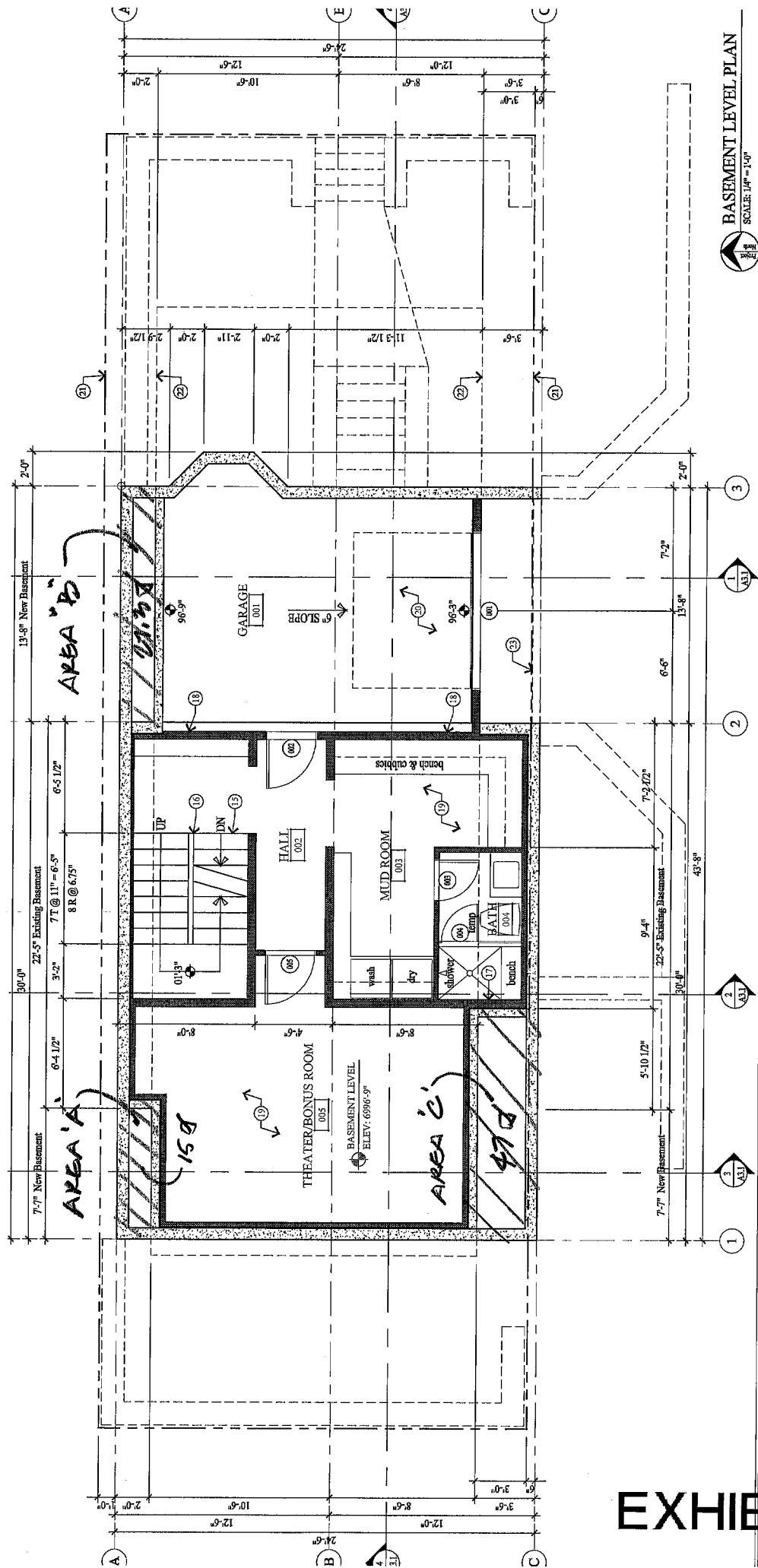


Exhibit B

Standard Project Conditions

PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT CONDITIONS

1. The applicant is responsible for compliance with all conditions of approval.
2. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 5, Architectural Review); International Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.
3. A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.
4. All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.
5. All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Planning Department, Planning Commission, or Historic Preservation Board prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit must be specifically requested and approved by the Planning Department, Planning Commission and/or Historic Preservation Board in writing prior to execution.
6. Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Planning, Building, and Engineering Departments. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.
7. An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Planning and Building Departments prior to issuance of a footing and foundation permit. This survey shall be used to assist the Planning Department in determining existing grade for measurement of building heights, as defined by the Land Management Code.
8. A Construction Mitigation Plan (CMP), submitted to and approved by the Planning, Building, and Engineering Departments, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.
9. Any removal of existing building materials or features on historic buildings shall be approved and coordinated by the Planning Department according to the LMC, prior to removal.
10. The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements and materials according to the approved plans. Any discrepancies found

between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.

11. Final landscape plans, when required, shall be reviewed and approved by the Planning Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.
12. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the City Engineer, posted prior to occupancy.
13. The Snyderville Basin Water Reclamation District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Water Reclamation District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.
14. The planning and infrastructure review and approval are transferable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.
15. When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.
16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.
17. No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Planning and Building Departments. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.
18. All exterior lights must be in conformance with the applicable Lighting section of the Land Management Code. Prior to purchase and installation, it is recommended that exterior lights be reviewed by the Planning Department.

April 2007

Planning Commission Staff Report



PLANNING DEPARTMENT

Subject: 901 Woodside Avenue – Construction of a Private Driveway within a Platted, Unbuilt City Street
Project #: PL-19-04142
Author: Caitlyn Barhorst
Date: August 14, 2019
Type of Item: Administrative – Conditional Use Permit

Summary Recommendations

Staff recommends that the Planning Commission review the Conditional Use Permit for the Construction of a Private Driveway within a Platted, Unbuilt City Street, hold a public hearing, and consider approving the requested application based on the Findings of Fact, Conclusions of Law, and Conditions of Approval for the Commission's consideration.

Description

Applicant: Jerry Fiat for 901 Woodside LLC, represented by Jonathan DeGray, Architect
Location: 901 Woodside Avenue
Designation: Landmark Historic Site
Zoning District: Historic Residential (HR-1) Zoning District
Adjacent Land Uses: Single-Family, Multi-Family, Commercial
Reason for Review: Conditional Use Permit applications are reviewed and approved by the Planning Commission

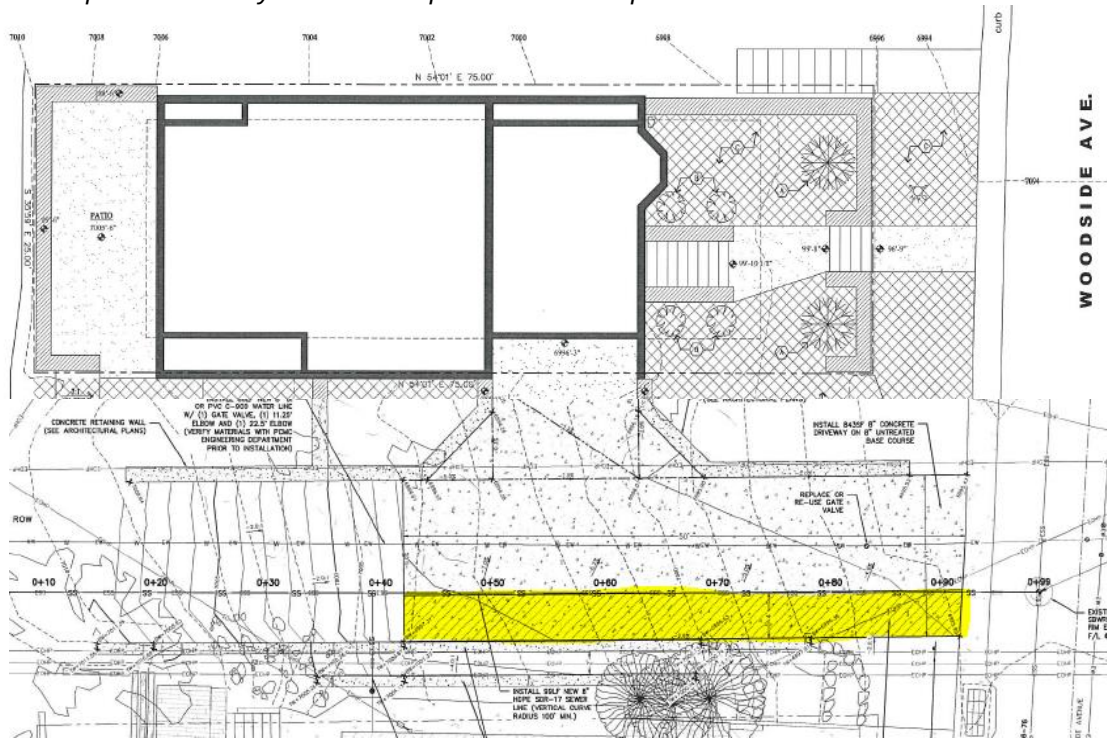
Proposal

The applicant is proposing the Construction of a Private Driveway within a Platted, Unbuilt City Street. The Historic District Design Review (HDDR) for the Material Deconstruction and Disassembly and Reassembly (Panelization) was reviewed by The Historic Preservation Board on August 7, 2019 and approved. The property at 901 Woodside Avenue, is a "Landmark" Historic Site.

Through discussions with the Development Review Team, the applicant has updated the driveway proposal and will construct a water line with the improvement on the unbuilt street. The basement level garage entry is setback from the existing structure's side (south east side) wall per the Historic District Design Guidelines.

Figure 1 shows the applicant's proposal. The area highlighted in yellow will be built of a colored, stamped concrete with a sign to indicate the Public path leading up to Norfolk Avenue. The applicant is proposing to install a sign indicating it will be for Public Access. There will be no parked cars allowed on the driveway as that would be obstructing the Right-of-Way access.

Figure 1: Proposed driveway construction plan with the footprint of the Historic House.



Background

A Historic District Design Review (HDDR) application is currently under review for the complete restoration and rehabilitation of the Historic Structure which includes Disassembly and Reassembly (Panelization) and construction of a basement foundation within the Building Setbacks.

The Planning Department received a Conditional Use Permit (CUP) application on April 17, 2019 that was deemed complete on April 19, 2019. Staff has included Table 1 which identifies previous applications for this property:

Table 1: Previous Applications

Year	Application/Permit Type	Description	Action Taken
1987	Historic District Grant	\$4,850 awarded. Most likely scope of work was roofing, windows, and siding.	Approved
1990	Historic District Grant	\$1,000 awarded.	Approved
2018	Historic District Design Review	Application for the Rehabilitation of the Historic Structure	Pending HPB and HDDR Approval

2019	Building Permit	Demo permit- exploratory per the HDDR application.	Approved
2019	Conditional Use Permit	Construction of a Private Driveway within a Platted, Unbuilt City Street	Subject application - Under Review

Purpose

The purpose of the Historic Residential HR-1 District is to:

- A. preserve present land Uses and character of the Historic residential Areas of Park City,
- B. encourage the preservation of Historic Structures,
- C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
- D. encourage single family Development on combinations of 25' x 75' Historic Lots,
- E. define Development parameters that are consistent with the General Plan policies for the Historic core, and
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Analysis

The Conditional Use Permit is subject to the following review criteria in the LMC:

- Per [LMC 15-2.2-4\(A\)](#), the Planning Commission may grant an exception to the Building Setback for additions to Historic Buildings in order to achieve new construction consistent with the Design Guidelines for Park City's Historic Districts and Historic Sites, based on the following criteria.
- Per [LMC 15-3-5](#), the proposal is subject to the standards for private driveways within platted, unbuilt city streets.
- Per [LMC 15-1-10\(E\)](#), the proposal is subject to review according to the Conditional Use Permit Criteria.

Staff has included the following sections for Analysis:

- I. [LMC 15-2.2-4\(A\) Existing Historic Structures Exceptions](#)
- II. [LMC 15-3-5 Driveway Standards for Private Driveways Within Platted, Unbuilt City Streets](#)
- III. [LMC 15-1-10\(E\) Conditional Use Permit Review Criteria](#)

Section I. LMC 15-2.2-4(A) Existing Historic Structures Exceptions

Staff has provided an analysis of [15-2.2-4\(A\) Existing Historic Structures Exceptions](#) in *italics* below:

- A. **EXCEPTION.** For additions to Historic Buildings and new construction on sites listed on the Historic Sites Inventory and in order to achieve new construction consistent with the Historic District Design Guidelines, the Planning Commission may grant an exception to the Building Setback and driveway location standards:

1. Upon approval of a Conditional Use permit, and
Pending
Pending Planning Commission review and approval of subject application.
2. When the scale of the addition and/or driveway is Compatible with the Historic Structure, and
Complies
The current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and is compatible with the Historic Structure. The proposed side garage entry with driveway preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the character of the front façade.
3. When the addition complies with all other provisions of this Chapter, and
Complies
The addition has been reviewed for compliance with the Design Guidelines and LMC through the HDDR Process (pending HDDR and HPB approval).
4. When the addition complies with the adopted Building and Fire Codes, and
Pending
The addition will be reviewed for compliance with the Building and Fire Codes through the Building Permit, pending approval of this CUP and HDDR.
5. When the addition complies with the Design Guidelines for Historic Districts and Sites.
Complies
The current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and is compatible with the Historic Structure. The proposed basement addition and garage entry preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the front façade character.

Section II. LMC 15-3-5 Driveway Standards for Private Driveways Within Platted, Unbuilt City Streets

- A. The driveway shall not exceed ten percent (10%) Slope.
Complies
The proposed driveway has between a 4.9-7% does not exceed ten percent (10%) Slope maximum. See Exhibit A for Proposed Plans.
- B. Adequate snow storage Area along the downhill side and/or end of the driveway shall be provided.
Complies
The proposal allows for adequate snow storage at the downhill (north east), end of the driveway.
- C. The driveway must be paved with asphalt or concrete.

Complies

The applicant is proposing to construct the driveway out of concrete.

- D. The driveway must not pre-empt any existing physical parking, which may occur in the platted Street. If the platted Street has been improved to provide Public Parking, then any driveway proposal must replace such parking with new Public Parking of equal or better convenience and construction.

Complies

The driveway does not pre-empt any existing physical parking and the platted Street has not been improved to provide Public parking.

- E. The driveway and related improvements such as retaining walls shall be designed and built to minimize present and future conflicts with public utilities and stairs.

Complies

The applicant designed the driveway proposal after discussion with the City Engineer and altered the south east retaining wall and driveway design to accommodate the Public path. The path will be made of a stamped colored concrete. The applicant is also building a new water line per the discussions with the City Engineer and public utilities.

- F. The driveway construction requires a Conditional Use permit, Section 15-1-10.

Complies

See Section III. below for review.

- G. An encroachment permit for the driveway is required.

Complies as conditioned

The applicant shall record an encroachment agreement for the driveway prior to issuance of the Building Permit. See Condition of Approval #9.

- H. Private utilities, including snow melt devices, within the platted City Street require approval by the City Engineer.

Complies

The Building Permit will be reviewed by the City Engineer prior to issuance.

Section III. [LMC 15-1-10\(E\) Review](#)

The Planning Department and/or Planning Commission must review each of the following items when considering whether or not the proposed Conditional Use mitigates impacts of and addresses the following items:

1. Size and location of the site

No Unmitigated Impacts

The Lot is 1,875 square feet (0.04 acres). The site is located on Woodside Avenue (north east property boundary) and abuts a Platted Public Right of Way to the south east. This is an existing Historic Single-Family Dwelling. This proposal does not impact the size or location of the site.

2. Traffic considerations including capacity of the existing Streets in the Area
No Unmitigated Impacts
There is no change in Use that would generate additional vehicular trips beyond the current and Historic Single-Family use.
3. Utility capacity
No Unmitigated Impacts
The current use is Single-Family and the proposal does not change the Use. There are no impacts in utility capacity.
4. Emergency vehicle access
No Unmitigated Impacts
There is no impact to the existing emergency vehicle access.
5. Location and amount of off street parking
No Unmitigated Impacts
Per LMC 15-2.2-4, Existing Historic Structures that do not comply with Off-Street parking are valid Non-Complying Structures. The proposal does not create a Lockout Unit or an Accessory Apartment; therefore, no additional parking is required. However, the benefit of the proposed driveway access is twofold of 1) Preserving the character of the Landmark Historic Structure by not altering the primary façade and 2) it reduces the on-street parking number for Woodside Avenue. The applicant is proposing a single-car garage underneath the existing Historic Structure which will allow one off street parking spot.
6. Internal vehicular and pedestrian circulation system
Not applicable
There is no impact to the existing internal and pedestrian circulation system.
7. Fencing, Screening and landscaping to separate the Use from adjoining Uses
No Unmitigated Impacts
There are no commercial Use; therefore, no separation between Residential and commercial Uses is required.
8. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots
No Unmitigated Impacts
The current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and does not change the building mass, location, or orientation. The proposed basement with side garage entry and driveway preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the front façade character. No increase in Building Footprint will be achieved through the addition of the subject basement area.
9. Usable Open Space

No Unmitigated Impacts

The proposal does not change the amount of open space to built envelope.

10. Signs and lighting

Not applicable

There are no signs or lighting on site.

11. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing

No Unmitigated Impacts

There is no impact to the Compatibility with surrounding structures or perceived mass from the Street. The current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and does not impact the compatibility with surrounding structures. The proposed basement addition with side garage entry and driveway preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the historic character.

12. Noise, vibration, odors, steam, or other mechanical factors that might affect people and property Off-site

No Unmitigated Impacts

The construction of the driveway will allow for a car to be parked in the garage which will result in occasional noise of the garage door opening and car. There is currently an unapproved parking area on the location of the proposed driveway and the change in the site will improve the off-street parking.

13. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash pickup Areas

Not applicable

There are no changes that will impact the control of delivery and service vehicles, loading and unloading zones, or Screening of trash pickup Areas.

14. Expected Ownership and management of the project as primary residences, Condominiums, time interval ownership, nightly rental, or commercial tenancies, how the form of ownership affects taxing entities

Not applicable

This is a Single-Family Dwelling.

15. Within and adjoining the Site, impacts on Environmentally Sensitive Lands, Slope retention, and appropriateness of the proposed Structure to the topography of the Site

No Unmitigated Impacts

The proposed improvements will be appropriately re-graded and reviewed thoroughly through the Building Permit.

16. Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding.

No Unmitigated Impacts

This proposal has been reviewed for consistency with the Goals and Objectives of the Park City General Plan. The General Plan establishes several goals and objectives specific to Historic Preservation, including, but not limited to:

- Goal 15: Preserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations.*
- Objective 15A: Maintain the integrity of historic resources within Park City as a community asset for future generations, including historic resources locally designated on the Park City Historic Sites Inventory and its two National Register Historic Districts – the Main Street Historic District and the Mining Boom Era Residences Thematic District.*
- Objective 15B: Maintain character, context and scale of local historic districts with compatible infill development and additions.*

Department Review

This project has gone through an interdepartmental review.

Notice

On July 23, 2019 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and Park Record on July 27, 2019 according to requirements of the Land Management Code.

Public Input

No public input has been received by the time of this report.

Alternatives

- The Planning Commission may approve the Conditional Use Permit for the Construction of a Private Driveway within a Platted, Unbuilt City Street at 901 Woodside Avenue, as conditioned or amended; or
- The Planning Commission may deny Conditional Use Permit for the Construction of a Private Driveway within a Platted, Unbuilt City Street at 901 Woodside Avenue and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the Conditional Use Permit for the Construction of a Private Driveway within a Platted, Unbuilt City Street at 901 Woodside Avenue and request additional information or analysis in order to take action.

Significant Impacts

There are no significant fiscal impacts from this application that haven't been addressed.

Consequences of not taking action on the Suggested Recommendation

The applicant would have to redesign the proposed addition and meet Setback requirements which would alter the Historic Character of the Landmark Site.

Recommendation

Staff recommends that the Planning Commission review the Conditional Use Permit for the Construction of a Private Driveway within a Platted, Unbuilt City Street, hold a public hearing, and consider approving the requested application based on the Findings of Fact, Conclusions of Law, and Conditions of Approval for the Commission's consideration.

Findings of Fact

1. The subject property is located at 901 Woodside Avenue is located in the Historic Residential (HR-1) Zoning District, and is listed as a "Landmark" Historic Site on the City's Historic Sites Inventory (HSI).
2. The applicant is requesting to excavate the existing basement level foundation to turn into habitable basement area with a garage. The total area that is requested under the Historic Building setback exception is 91 square feet. The proposed basement footprint follows the existing building footprint of the Landmark Historic Structure. The applicant is not proposing to alter the current footprint, only excavate and create habitable space where the existing footprint is. The basement level garage entry is setback from the existing structure's side (south east side) wall per the Historic District Design Guidelines.
3. The applicant's proposal is required for the rehabilitation of this Structure and will raise the structure two feet (2') from existing floor level to encompass the new basement.
4. A Historic District Design Review (HDDR) application is currently under review for the complete restoration and rehabilitation of the Historic Structure which includes Disassembly and Reassembly (Panelization) and construction of a basement foundation within the Building Setbacks.
5. On August 7, 2019, the Historic Preservation Board reviewed and approved the Material Deconstruction and Disassembly and Reassembly (Panelization) of the Landmark Historic Site.
6. The Planning Department received a Conditional Use Permit (CUP) application on April 17, 2019 that was deemed complete on April 19, 2019.
7. The Landmark Historic Structure at 901 Woodside Avenue is a Single-Family Dwelling. A Single-Family Dwelling is an Allowed Use in the HR-1 Zoning District.
8. Per LMC 15-2.2-4 The Planning Commission shall review any CUP application in the HR-1 District per the review criteria.
9. Per LMC 15-2.2-4(A), the Planning Commission may grant an exception to the Building Setback for additions to existing Historic Structures in order to achieve new construction consistent with the Design Guidelines for Park City's Historic Districts and Historic Sites, based on the following criteria.
10. Per LMC 3-5, the proposal is subject to the standards for private driveways within platted, unbuilt city streets.
11. Per LMC 15-1-10(E), the proposal is subject to review according to the Conditional Use Permit Criteria.
12. The proposal complies with LMC 15-2.2-4(A)(1) as the Planning Commission has reviewed and approved a Conditional Use Permit for the proposed Use.

13. There are no unmitigated impacts to LMC 15-2.2-4(A)(2) as the current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and is compatible with the Historic Structure. The proposed side garage entry with driveway preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the character of the front façade.
14. The proposal complies with LMC 15-2.2-4(A)(3) as the addition has been reviewed for compliance with the Design Guidelines and LMC through the HDDR Process (pending HDDR and HPB approval).
15. The proposal complies with LMC 15-2.2-4(A)(4) as conditioned as the addition will be reviewed for compliance with the Building and Fire Codes through the Building Permit once submitted (pending approval of this CUP and the HDDR.)
16. The proposal complies with LMC 15-2.2-4(A)(5) as the current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and is compatible with the Historic Structure. The proposed basement addition and garage entry preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the front façade character.
17. The proposal complies with LMC 3-5(A) as the proposed driveway does not exceed ten percent (10%) Slope.
18. The proposal complies with LMC 3-5(B) as the proposal allows for adequate snow storage at the downhill, end of the driveway.
19. The proposal complies with LMC 3-5(C) as the applicant is proposing to construct the driveway out of concrete.
20. The proposal complies with LMC 3-5(D) as the driveway does not pre-empt any existing physical parking and the platted Street has not been improved to provide Public parking.
21. The proposal complies with LMC 3-5(E) as the applicant designed the driveway proposal after discussion with the City Engineer and altered the south east retaining wall and driveway design to accommodate the public path. The path will be made of a stamped colored concrete. The applicant is also building a new water line per the discussions with the City Engineer and public utilities.
22. The proposal complies with LMC 3-5(F) as the applicant has been approved for a Conditional Use Permit.
23. The proposal complies with LMC 3-5(G) as the applicant shall record an encroachment agreement for the driveway prior to issuance of the Building Permit.
24. The proposal complies with LMC 3-5(H) as the Building Permit will be reviewed by the City Engineer prior to issuance.
25. There are no unmitigated impacts to LMC 15-1-10(E)(1) size and location of the site, The Lot is 1,875 square feet (0.04 acres). The site is located on Woodside Avenue (north east property boundary) and abuts a Platted Public Right of Way to the south east. This is an existing Historic Single-Family Dwelling. This proposal does not impact the size or location of the site.
26. There are no unmitigated impacts to LMC 15-1-10(E)(2) as there is no change in Use that would generate additional vehicular trips beyond the current and Historic Single-Family use.

- There are no unmitigated impacts to 15-1-10(E)(3) as the current use is Single-Family and the proposal does not change the Use. There are no impacts in utility capacity.
27. There are no unmitigated impacts to LMC 15-1-10(E)(4) as there is no impact to the existing emergency vehicle access.
 28. There are no unmitigated impacts to LMC 15-1-10(E)(5) as per LMC 15-2.2-4, Existing Historic Structures that do not comply with Off-Street parking are valid Non-Complying Structures. The proposal does not create a Lockout Unit or an Accessory Apartment; therefore, no additional parking is required. The applicant is proposing a single-car garage underneath the existing Historic Structure which will allow one off street parking spot.
 29. LMC 15-1-10(E)(6) internal vehicular and pedestrian circulation system, is not applicable as there is no impact to the existing internal and pedestrian circulation system.
 30. There are no unmitigated impacts to LMC 15-1-10(E)(7) as there are no commercial Use; therefore, no separation between Residential and commercial Uses is required.
 31. There are no unmitigated impacts to LMC 15-1-10(E)(8) as the current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and does not change the building mass, location, or orientation. The proposed basement addition and side garage entry preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the front façade character. The total area of the setback exception is ninety-one square feet (91 sf). No increase in Building Footprint will be achieved through the addition of the subject basement area.
 32. There are no unmitigated impacts to LMC 15-1-10(E)(9) usable Open Space, as the proposal does not change the amount of open space to built envelope.
 33. LMC 15-1-10(E)(10) signs and lighting, is not applicable as there are no signs or lighting on site.
 34. There are no unmitigated impacts to LMC 15-1-10(E)(11) as there is no impact to the Compatibility with surrounding structures or perceived mass from the Street. The current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and does not impact the compatibility with surrounding structures. The proposed basement addition with side garage entry preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the historic character.
 35. There are no unmitigated impacts to LMC 15-1-10(E)(12) as the construction of the driveway will allow for a car to be parked in the garage which will result in occasional noise of the garage door opening and car. There is currently an unapproved parking area on the location of the proposed driveway and the change in the site will improve the off-street parking.
 36. LMC 15-1-10(E)(13) is not applicable as there are no changes that will impact the control of delivery and service vehicles, loading and unloading zones, or Screening of trash pickup Areas.
 37. LMC 15-1-10(E)(14) is not applicable as this is a Single-Family Dwelling.
 38. There are no unmitigated impacts to LMC 15-1-10(E)(15) the proposed improvements will be appropriately re-graded and reviewed thoroughly through the Building Permit.

39. There are no unmitigated impacts to LMC 15-1-10(E)(16) reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding, as this proposal has been reviewed for consistency with the Goals and Objectives of the Park City General Plan. The General Plan establishes several goals and objectives specific to Historic Preservation, including, but not limited to Goal 15, Objective 15A and Objective 15B.
40. On July 31, 2019 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published on the Utah Public Notice Website and Park Record on July 27, 2019 according to requirements of the Land Management Code.
41. The Findings in the Analysis section of this report are incorporated herein.

Conclusions of Law

1. The application complies with all requirements of the LMC and satisfies all Conditional Use Permit review criteria as established by the [LMC 15-1-10](#), [LMC 3-5](#), and [15-2.2-4\(A\) Existing Historic Structures Exceptions](#).
2. The Use, as conditioned, is Compatible with surrounding Structures in Use, scale, mass and circulation; and
3. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits.
3. City Engineer review and approval of all appropriate grading, utility installation, public improvements and drainage plans for compliance with City standards, to include driveway and Parking Area layout, is a condition precedent to building permit issuance. An approved shoring plan is required prior to excavation.
4. This approval will expire on June 26, 2020, if a complete building permit submittal has not been received, unless a written request for an extension is received and approved by the Planning Director prior to the date of expiration
5. Modified 13-D fire sprinkler system is required for any new construction/addition.
6. All above grade utility facilities shall be located on the property and properly screened.
7. All Conditions of Approval from the pending Historic Preservation Board Review for Material Deconstruction and Disassembly and Reassembly (Panelization) Action Letter shall apply.
8. All Conditions of Approval from the Action Letter for the pending Historic District Design Review application shall apply.
9. The applicant shall record an encroachment agreement for the driveway prior to issuance of the Building Permit.

Exhibits

- Exhibit A: Proposed Plans
Exhibit B: Standard Project Conditions

Exhibit A

Proposed Plans

Jonathan DeGray - Architect

March 11, 2019
Rev. April 5, 2019

Park City Municipal Corporation
443 Marsac Avenue
Park City, Utah 84060

Attn: Francisco Astorga, Planning Department

Re: Driveway in a platted but unimproved city ROW CUP and
Foundation/Basement construction under existing home in a setback
901 Woodside Avenue

Dear Francisco,

901 Woodside is a landmark historic home. We met with staff early on at a pre-application meeting to discuss the addition of a garage to the property and discussed both front loading a garage off Woodside and developing a drive and garage access off 9th street.

Since the home abuts the unimproved 9th street right of way, staff found there was an opportunity to develop a drive and garage at this location that would preserve the front elevation and setting of the landmark home.

We reviewed this proposal with planning and engineering staff, the sewer district and water departments. After determining the viability of the drive and garage off 9th street ROW we submitted this proposal as part of the HDDR application. As part of that review we need to submit this CUP application. Approval of the CUP will allow us to provide off street parking in a garage with minimal impact on the historic form of the landmark home.

Through this CUP process we would also like to place a new foundation under the footprint of the existing home and capture areas that fall within the side yard setbacks, see exhibit A attached. There are three areas identified on the exhibit. By capturing these areas, the construction of the new foundation would be simplified, and the owner would be able to utilize below grade area that is not visible from anywhere. This request would not expand the existing footprint of the building.

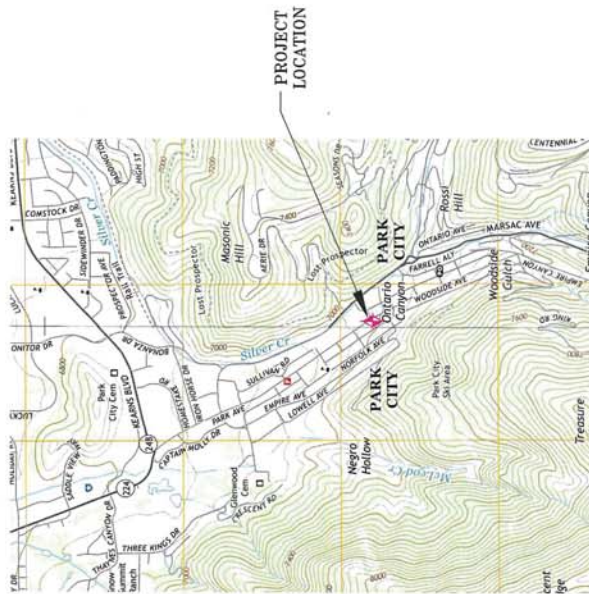
Please let me know if you have any questions.

Sincerely,



Jonathan DeGray- Architect

VICINITY MAP



GENERAL NOTES

- G-1 ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING PLANS & SPECIFICATIONS:
 - A. Park City Design Standards, Construction Specifications, and Standard Drawings, Latest Edition.
 - B. Snyderville Basin Water Reclamation District (SBWRD) Development Procedures, Design Standards and Construction Specifications, February 22, 2016 or latest edition.
 - C. Manual of Uniform Traffic Control Devices 2003 Edition, Revision #1 November 2004, Revision #2 December 2007.
 - D. UDOT Standard Specifications for Road and Bridge Construction, latest edition. (for improvements in the UDOT right of way)
 - E. Special conditions of approval and/or permits as required and/or issued by regulatory bodies.
 - F. Approved construction plans and details.
 - G. Approved Traffic Control Plan.
 - H. Storm Water Pollution Prevention Plan. (SWPPP)
- G-2 Contractor/Bidder shall submit a copy of the specifications, at his cost. Copies of the specifications shall be kept at the job site by the contractor and be available for the contractor, subcontractor, owner or his agent, design engineer, city engineer, S.B.W.R.D. engineer, P.C.M.C. engineer, and their designated representatives and inspectors.
- G-3 The Contractor shall be responsible for ground and surface water control during construction. This requirement shall include, but not be limited to the installation of utilities, monoliths, vaults, catch basins, earthwork operations, and road construction.
- G-4 The contractor shall maintain accurate records of "As Built" conditions of all underground work. The "As Built" shall be tied to easily defined monuments and/or surface improvements or as required by accuracy for the as-built conditions. The as-built information shall be given to the owner and be incorporated in the final "As Built" drawings. Special as-built requirements for HDPE sewer mains are required per as outlined on the drawings.
- G-5 Prior to any excavation work, the contractor shall contact Blue Stakes for location of existing utilities. The contractor shall be responsible for determining the location of utilities, whether shown on the plans or not, and protecting the utilities during construction. If existing utility lines conflict in location with new construction, the contractor shall notify the engineer in order to resolve the conflict.
- G-6 The contractor shall have a qualified representative to handle grade determination, drainage flow, and connections to existing features using proper grade setting techniques such as, but not limited to, string line, rod and level, GPS, or surveying.
- G-7 All work performed shall be guaranteed by the contractor and/or his surety against all defects in materials and workmanship of whatever nature for a period of one (1) year from the date of final acceptance of the work by the project owner.
- G-8 The contractor shall be responsible for the installation and maintenance of adequate signs, traffic devices, and warning devices to inform and protect the public during all phases of construction. The contractor shall submit to the Owner and Design Engineer for approval.
- G-9 Compaction testing shall be an integral part of the project. Compaction testing shall include, but shall not be limited to, earthwork, trench back-fill, base course, and asphalt pavement. Compaction testing shall be performed by a qualified, independent testing company retained by the contractor.

901 WOODSIDE AVENUE SEWER LINE EXTENSION AGREEMENT NINTH STREET

SHEET INDEX

1. EXISTING CONDITIONS
2. OVERALL SITE PLAN
3. SEWER PLAN AND PROFILE
4. DETAILS

PREPARED FOR

901 WOODSIDE, LLC,
P.O. BOX 4581
PARK CITY, UT 84060

CIVIL ENGINEER



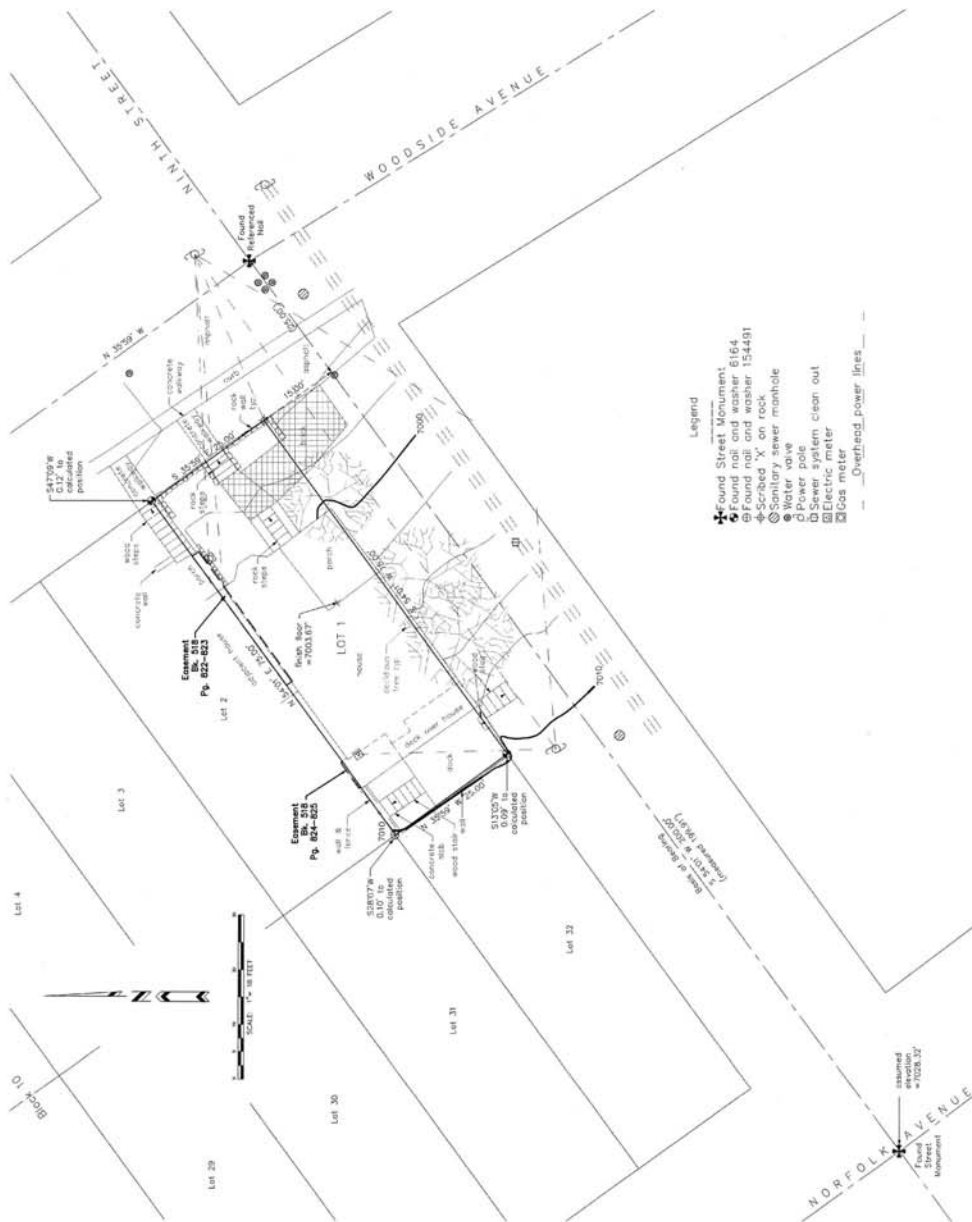
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MAY 21 2019

PARK CITY
PLANNING DEPT.

ELEVATION DATUM NOTE:
ELEVATIONS SHOWN ARE BASED ON THE NATIONAL GEODETTIC VERTICAL DATUM OF 1929 (NGVD 29)
BENCHMARK: SBWRD SSMM# 2-4-16-220 RM-4995.75

Snyder's Addition to the Park City Survey Block 10, Lot 1



NARRATIVE

1. Survey requested by Jerry Fiat.
2. Purpose of survey: locate the deed description and the topographic relief.
3. The survey was conducted on the ground. The monument dimensions from the Amended Park City Monument Control Map by Bush & Guggell, Inc. Recorded as Entry No. 197765 in the office of the Summit County Recorder, Subdivision of Block 10 from the Map of Park City by Caldwell & Richards Engineers, traced from the original map July, 1927.
4. The survey was conducted on the ground.
5. Property monuments set or found as shown.
6. Located in the Northeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
7. See the official plats of the Park City Survey and Snyder's Addition for other possible easements and references to other items affecting the property that may appear in a title insurance report.
8. Based on an elevation of 7028.32' at the Street Monument at the intersection of Ninth Street and Norfolk Avenue from the Amended Park City Monument Control Map.

LEGAL DESCRIPTION

All of Lot 1, Block 10, Snyder's Addition to the Park City Survey, according to the official plats thereof, on file and of record in the office of the Summit County Recorder, containing 1875.00 square feet, more or less.

SURVEYOR'S CERTIFICATE

I, J.D. Galley, a Registered Land Surveyor as prescribed by the laws of the State of Utah, holding License No. 359005, do hereby certify that I have supervised a survey of the herein described property and that this plot is a true representation of said survey.

Date

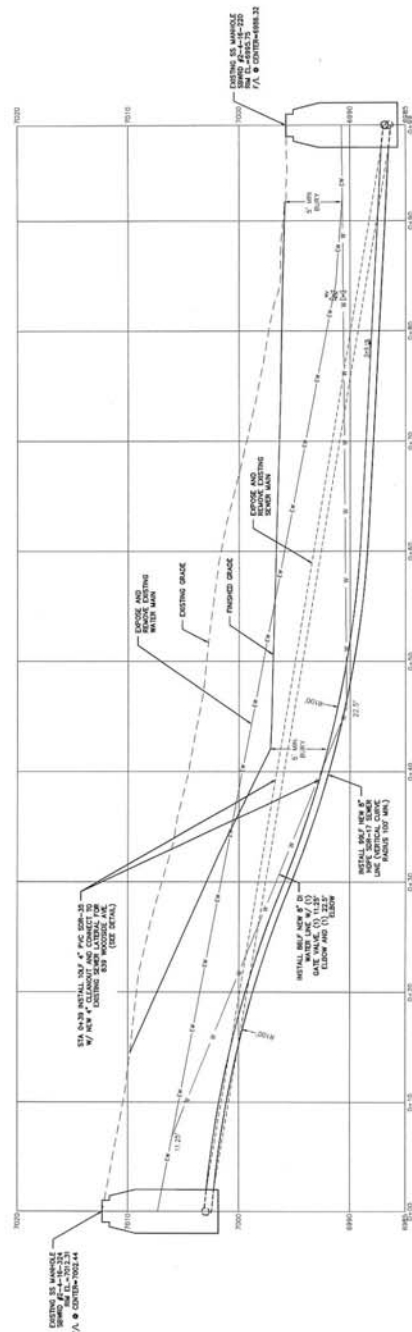
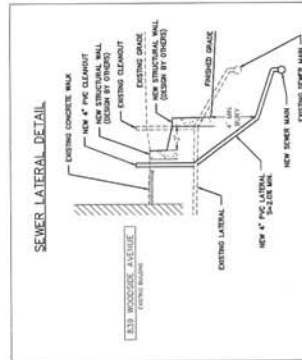
J.D. Galley RLS#359005



RECEIVED

MAY 21 2019

PARK CITY PLANNING DEPT.



RECEIVED

MAY 21 2019

PARK CITY
PLANNING DEPT.

STAFF: MICHAEL DOWDOWITZ JEFFE WALLER (435) 444-4447 	SHEET 3 of 4
	PROJECT: 901 WOODSIDE AVENUE NINTH STREET ROW PLAN & PROFILE LINE EXTENSION AGREEMENT FOR: JERRY PIAT JOB NO.: 7-1-19 FILE: A:\Scripser\addition\proj\Project\901 Woodside\070119-011.dwg



- NOTES:**
1. ALL INSTALLATION SHALL CONFORM TO PLANS, CITY ORDINANCES, STANDARDS & SPECIFICATIONS LATEST EDITION.
 2. MATERIALS SHALL BE APPROVED BY THE CITY ENGINEER AND WATER SERVICES.
 3. ALL WATER MAIN, SEWER, FIRE PROTECTION, AND GEOTECHNICAL/STRUCTURAL SHALL BE DESIGNED BY REGISTERED PROFESSIONAL ENGINEER.
 4. SEWER INSTALLATION SHALL CONFORM TO UNDERGROUND WATER REGULATION DISTRICT STANDARDS & SPECIFICATIONS LATEST EDITION.
 5. ALL SEWER LATERALS SHALL BE 4" PVC OR EQUIVALENT AND SHALL BE INSTALLED AT A MINIMUM OF 1% GRADE. GRADES SHALL BE BASED ON THE CITY ENGINEER'S APPROVAL.
 6. SEWER LATERALS SHALL BE INSTALLED AT A MINIMUM OF 1% GRADE. GRADES SHALL BE BASED ON THE CITY ENGINEER'S APPROVAL.
 7. THE SEWER LATERAL SHALL BE INSTALLED AT A MINIMUM OF 1% GRADE. GRADES SHALL BE BASED ON THE CITY ENGINEER'S APPROVAL.
 8. COORDINATE WITH CITY ENGINEER FOR ANY CHANGES TO THE PLAN AND PROFILE. PROVIDE NEW SERVICE AS NECESSARY.
 9. SITE ELEVATIONS: SANITARY SEWER MANHOLE - ELEVATION 8842.00'

RECEIVED
MAY 21 2019
PARK CITY
PLANNING DEPT.

901 WOODSIDE AVENUE
NINTH STREET ROW DETAILS
LINE EXTENSION AGREEMENT

FOR: KERRY RAY
JOB NO. 17-118
DATE: 5/21/19

STAFF:
MICHAEL DEMONWICZ
STEVE MILLER

FILE: A:\System\addition\Draw\Project\1901 Woodside\070118-Cell.dwg

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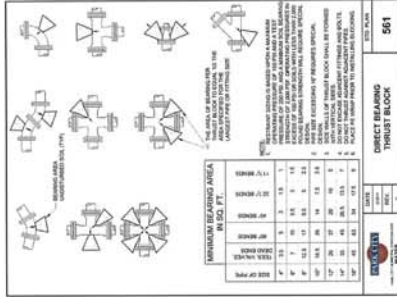


Exhibit B

Standard Project Conditions

PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT CONDITIONS

1. The applicant is responsible for compliance with all conditions of approval.
2. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 5, Architectural Review); International Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.
3. A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.
4. All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.
5. All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Planning Department, Planning Commission, or Historic Preservation Board prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit must be specifically requested and approved by the Planning Department, Planning Commission and/or Historic Preservation Board in writing prior to execution.
6. Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Planning, Building, and Engineering Departments. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.
7. An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Planning and Building Departments prior to issuance of a footing and foundation permit. This survey shall be used to assist the Planning Department in determining existing grade for measurement of building heights, as defined by the Land Management Code.
8. A Construction Mitigation Plan (CMP), submitted to and approved by the Planning, Building, and Engineering Departments, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.
9. Any removal of existing building materials or features on historic buildings shall be approved and coordinated by the Planning Department according to the LMC, prior to removal.
10. The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements and materials according to the approved plans. Any discrepancies found

between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.

11. Final landscape plans, when required, shall be reviewed and approved by the Planning Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.
12. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the City Engineer, posted prior to occupancy.
13. The Snyderville Basin Water Reclamation District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Water Reclamation District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.
14. The planning and infrastructure review and approval are transferable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.
15. When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.
16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.
17. No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Planning and Building Departments. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.
18. All exterior lights must be in conformance with the applicable Lighting section of the Land Management Code. Prior to purchase and installation, it is recommended that exterior lights be reviewed by the Planning Department.

April 2007

Planning Commission Staff Report

Subject: Park City Heights Phase 4 Subdivision
Author: Alexandra Ananth, Senior Planner
Date: August 14, 2019
Type of Item: Legislative – Subdivision Plat

Project Number:	PL-19-04190
Applicant:	Ivory Development LLC
Location:	Extension of Ledger Way and Piper Way south from the intersection with Calamity Lane (Located south of Richardson Flat Road and west of US Highway 40)
Zoning:	Community Transition (CT-MPD) subject to the Park City Heights Master Planned Development (MPD)
Adjacent Land Uses:	Residential single-family dwellings and open space
Reason for Review:	Subdivision plats require Planning Commission review and City Council approval.

Summary Recommendations

Staff recommends the Planning Commission conduct a public hearing, review the application and draft findings of fact and conditions of approval, and forward a positive recommendation to City Council pursuant to the draft Ordinance (**attached**).

Disclosure: Park City Municipal retains a security interest as the holder of a Trust Deed in conjunction with a prior transaction regarding the property. However, the City is not an “applicant” and does not have any current ownership in the property.

Proposal

This is a request for approval of a final subdivision plat for 48 lots on 12.54 acres (**Exhibit A – Proposed Plat**) consistent with the 2013 Amended Park City Heights MPD (**Exhibit B - [Park City Heights MPD Development Agreement](#)**), Amended Approved Park City Heights Preliminary Plat (**Exhibit C**), and Amended Approved Phasing Plan (**Exhibit D**). A Site Survey (**Exhibit E**) was submitted with the Application. Park City Heights Amended Preliminary Plat includes 239 residential lots, of which 79 are for deed restricted affordable/attainable units. Due to the configuration of lots, streets and utilities the applicant requests to increase Phase 4 by 1 deed restricted lot and decrease Phase 5 by 1 deed restricted lot to increase the number of deed restricted Cottage Lots to Phase 4 by one lot. The overall number of lots remains the same for both market rate (160 lots) and deed restricted (79 lots) for a total of 239 lots over all phases. This item was discussed by the Planning Commission on June 12, 2019 (**Exhibit F – June 12, 2019 Minutes**). No significant concerns or issues were raised. It was noted that the City would get one deed restricted unit sooner than originally planned.

This proposed fourth phase consists of forty-eight (48) single family lots ranging in area from 4,442 sf to 10,783 square feet and four open space parcels ranging in area from 2,125 to 64,453 square feet (Parcels A - D). Four lots are designated as deed restricted affordable units. Phase 4 is located south of Park City Heights Subdivision Phase 1 and includes construction of extended Ledger and Piper Ways south from their intersection with Calamity Lane and one new connector street, Stella Way.

Street and utility designs are currently under review by the City Engineer, Water Department, and Snyderville Basin Water Reclamation District, and other utility service providers. As conditioned, Parcels A - D are designated for access, utilities and trail easements. Lot and street layout is consistent with the Amended Park City Heights MPD and the Approved Revised Preliminary Subdivision Plat (amended and approved by the Planning Commission on November 6, 2013).

House size restrictions for all Cottage Lots (Lots 401-417) are identified in the Design Guidelines as 3,500 sf maximum Residential Floor Area as defined in the Land Management Code. House size restrictions for the Homestead Lots (Lots 418 - 428) are described in the 2014 Amended Development Agreement (Agreement) and refer to the Preliminary Plat. Based on corresponding lot numbers from the approved preliminary plat all Homestead Lots within this phase shall have a maximum house size of 4,000 square feet, to be indicated on the Final Plat.

Background

May 27, 2010 - The property was annexed into Park City with the Park City Heights Annexation and zoned CT-MPD (Community Transition- Park City Heights MPD).

May 11, 2011 - Park City Planning Commission approved the Park City Heights MPD for a mixed residential development consisting of 160 market rate units and 79 affordable units for a total of 239 units on 239 acres.

June 22, 2011 - Planning Commission approved a preliminary subdivision plat for the Park City Heights MPD.

November 17, 2011 - City Council approved the original Park City Heights Phase 1 subdivision plat.

November of 2012 - Ivory Development took ownership of the property.

January 24, 2013 - City Council approved an extension of the Phase 1 plat to allow the applicant additional time to resolve issues regarding historic mine soils.

November 6, 2013 - Planning Commission approved an amended MPD and an amended overall preliminary subdivision plat for the entire Park City Heights Development to address relocation of lots, streets, and parcels due to mine soils mitigation and a Voluntary Clean-up plan approved by the State.

February 26, 2014 - Amended Development Agreement for the Park City Heights MPD was ratified by the Planning Commission to include terms, requirements, and restrictions of the development, per the November 6, 2013 amended MPD, and includes all conditions of approval of the amended MPD.

February 27, 2014 - City Council approved the amended Park City Heights Subdivision Phase 1 plat.

November 4, 2014 – Amended Phase 1 plat was recorded at Summit County.

March 8, 2017 – Planning Commission approved amendments to the Design Guidelines that were subsequently recorded at Summit County as an amendment to the Development Agreement.

March 28, 2018 – Planning Commission forwarded a positive recommendation on the Phase 2 plat, consisting of 39 Homestead lots.

May 3, 2018 – City Council approved the Phase 2 plat.

February 27, 2019 – Planning Commission forwarded a positive recommendation on the Phase 3 plat for 2 Homestead Lots and approved a Revised Phasing Plan consistent with the Housing Mitigation Plan approved by the Housing Authority on January 8, 2019.

April 4, 2019 – City Council approved the Phase 3 plat. This plat has not been recorded yet.

May 6, 2019 – Park City Planning Department received a complete application for a final subdivision plat for 48 single family lots as Park City Heights Phase 4.

May 30, 2019 – City Council approved an extension of approval for the Phase 2 plat to allow additional time for completion of public improvements, including the required water tank. As of the date of this report Phase 2 has not been recorded and will be recorded upon completion of public improvements. Building permits for Phases 2 and 4 require completion of the PC Heights Water Tank and infrastructure.

June 12, 2019 – Planner Astorga reviewed the current proposal with the Planning Commission who held a Public Hearing. There was no public comment and the Hearing was Continued.

Analysis

Subdivision Plat

Phase 4 consists of 48 single-family lots, four of which are deed restricted attainable Cottage Homes (Lots 414-417). Cottage Home Lots (Lots 401-417) range in area from 4,442 sf to 9,842 sf). Homestead Lots (Lots 418-448) range in area from 8,526 sf to

10,783 sf. Four open space parcels range in area from 2,125 sf to 64,453 sf.

This phase is located south of Phase 1. Phase 4 includes construction of the extension of Ledger and Piper Ways south from their intersection with Calamity Lane. Street and utility designs are under review by the City Engineer and the Snyderville Basin Water Reclamation District (SBWRD) but no significant concerns were raised at the Design Review Committee stage. The site was previously rough graded during the voluntary clean up and mine soil mitigation.

Parcels A - D include blanket easements for public trails, access and utilities. The lots, parcels, and street layout are consistent with the Amended Park City Heights MPD and the Preliminary Subdivision Plat. Public street ROW and utility, snow storage, drainage, access and trails easements are dedicated to the City. Final review of the plat by the City Engineer and Legal Department is a condition precedent to plat recordation.

Proposed lots are consistent with the Lot and Site Requirements of the Community Transition (CT) zone as further conditioned and allowed by the Park City Heights MPD and as stated in the approved and recorded Park City Heights Design Guidelines. No non-conforming conditions are created by the Phase 4 Subdivision Plat. Maximum houses sizes, setbacks, building height, and other site and lot restrictions consistent with the MPD and approved Amended Park City Heights Design Guidelines will be noted on the plat prior to recordation.

Access to the development is from Richardson Flat Road a public road that intersects with State Highway 248 and becomes a county road after it crosses US 40. Access to individual lots and parcels is from local public streets within the subdivision, including Ledger Way and Piper Way.

All streets and drives within the subdivision plat are public streets, with final dedication to the City required upon completion and acceptance of public improvements. The City will commence maintenance and snow removal once 50% of the units for this phase are complete with certificates of occupancy.

Phasing Plan

Park City Heights includes 239 residential lots, of which 79 are for deed restricted affordable/attainable units. The applicant is currently proposing to plat Phase 4 of the project which contains 48 lots. On February 27, 2019, the Planning Commission approved an Amended Subdivision Phasing Plan that is consistent with the Housing Mitigation Plan approved by the Housing Authority on January 8, 2019. Phase 4 originally included 47 lots, three of which are deed restricted. The applicant is requesting to add one deed restricted Cottage Lot to Phase 4 and reduce Phase 5 by one deed restricted Cottage Lot and therefore requests 48 total lots. The Applicant can update their Housing Mitigation Plan to reflect the requested change at their next annual review with the Housing Authority.

Affordable Housing

An Amended Affordable Housing Mitigation Plan was approved by the Park City Housing Authority (**Exhibit I**) on January 8, 2019. Phase 4 is consistent with the Housing Plan regarding the number of affordable units proposed and includes the addition of one deed restricted lot in this phase instead of Phase 5.

The Housing Plan allows for adjustments to the phasing and sub-phasing as plats are filed, but includes a condition that prior to issuance of building permits for the last 10% of the market rate units (e.g. last 16 market rate units), 100% of the affordable units shall be complete and have certificates of occupancy issued.

As a condition of the Park City Heights MPD a total of 79 deed-restricted affordable units are required. The Development Agreement states that all 28 Townhouse Units and all 35 Park Homes (all deed restricted affordable) are located in Phase 1, along with 5 Cottage Homes (attainable) and “affordable units for subsequent phases will be identified with the final subdivision plats for those phases”.

Phase 1 of the Approved Subdivision includes 68 affordable units (28 Townhouses, 35 Park Homes and 5 Cottage Homes) and 35 market rate units. Proposed Phase 2 of the subdivision includes 39 market rate Homestead Units, Phase 3 includes 2 market rate Homestead Units, Phase 4 includes 44 market rate units and 3 affordable Cottage Homes, and Phase 5 includes 40 market rate units and 8 affordable Cottage Homes. See table below. The **applicant is proposing to add one deed restricted Cottage Unit to Phase 4 and remove one deed restricted Cottage Unit from Phase 5** due to configuration of the lots and streets.

In Phase 1, all 28 Townhouses, all 35 Park Homes and 5 of the Cottage Homes are designated as affordable deed restricted units for a total of 68 affordable units and 35 market units. Of these 68 affordable units, 66 are either completed and occupied (35) or are have a building permit and are under construction (31).

Phasing of Market Rate and Affordable Units

Phase	Market rate units (160)	Affordable townhouses (28)	Affordable park homes (35)	Affordable cottages(16)	Total affordable	Total Units
1	35 (platted)	28	35	5	68	103
2	39	0	0	0	0	39
3	2	0	0	0	0	2
4	44	0	0	3 (proposing 4)	3	47 (proposing 48)
5	40	0	0	8 (proposing 7)	8	48 (proposing 47)
Totals	160	28	35	16	79	239

The Affordable Housing Plan indicates that the project may be platted in phases and that each primary phase may include sub-phases as market conditions dictate and the phases may be adjusted. During the annual review of the PC Heights Housing Plan by the Housing Authority, this minor amendment may be made to be consistent with the Subdivision Phasing.

Land Management Code review

The Park Heights Subdivision is located in the Community Transition (CT) District. The Subdivision Plat for Phase 4 is subject to the following LMC criteria as well as the Amended Park City Heights MPD Conditions and Park City Height Design Guidelines ([Exhibit H](#)):

CT Zone	Per CT and MPD	Proposed Phase 4 (or as plat notes)
Height	28' (+5' for pitched roof)	28' (+5' for pitched roof). Consistent with MPD.
Density	1 unit per acre (MPD approved 239 units on 239 acres in 5 phases)	48 single family units and 4 Open Space parcel for Phase 4. Consistent with MPD. Total area of Phase 4 is 12.54 acres. Consistent with MPD.
Lot Size	No minimum lot size	Homestead lots range in area from 12,596 to 27,752 sf. Consistent with MPD
Front setback	Per MPD and Design Guidelines.	Cottage lots – per Design Guidelines Homestead lots – per Design Guidelines (LMC exceptions apply) Consistent with DG.
Rear setback	Per MPD and Design Guidelines (DG)	Cottage lots – per Design Guidelines Homestead lots – per Design Guidelines (LMC exceptions apply). Consistent with DG.
Side setbacks	Per MPD and Design Guidelines (DG)	Cottage lots – per Design Guidelines Homestead lots – per Design Guidelines (LMC exceptions apply). Consistent with DG
Parking	2 spaces per dwelling unit	2 spaces per dwelling unit. Consistent with LMC.
Maximum house size	No maximum required in LMC.	3,500 sf for Cottage lots 4,000 for Homestead lots Consistent with MPD.

General Subdivision Requirements

- (A) Subdivision Name-** The proposed subdivision name does not duplicate or closely approximate the name of another Subdivision in the area. The streets have unique names or are extensions of existing streets.
- (B) Monuments-** All survey monumentation as required by the LMC is required to be completed prior to acceptance of public improvements.
- (C) Limits of Disturbance-** A grading and limits of disturbance plan for construction of the streets and utilities was submitted with the plat to identify limits of disturbance for construction of streets and utilities, with conditions related to re-vegetation of disturbed areas per the Park City Heights MPD for this phase. Limits of Disturbance plans are required for each individual building permit.
- (D) Ridgeline Development-** These lots were not identified during the MPD and preliminary plat has requiring height restrictions or CUP review.
- (E) Open Space-** Open space parcels are designated consistent with conditions of the Park City Heights MPD.
- (F) Roads and Utility Lines-** All roads will be designated as public streets. Easements are provided for public utilities. Final approval of the utility plans is subject to approval of this plat and per final review by the City Engineer and other utility providers. Off-site utility improvements may require additional off-site easements that will need to be dedicated prior to commencing construction of said utilities. All utilities will be designed to minimize disturbance of existing vegetation. Re-vegetation and/or remediation of disturbed areas are conditions of final utility installation acceptance.
- (G) Drainage Ways-** Existing drainage areas and ways will be incorporated into the storm water management system and open space parcels to the greatest extent possible, per the Park City Heights storm water management plan. Final design of the storm water management system for this phase is subject to approval by the City Engineer.
- (H) Soils Conditions-** As required by the Park City Heights MPD, and due to the potential for areas of expansive soils within this subdivision, a soils conditions report shall be submitted prior to issuance of any building permits for structures, utilities, and roads, and shall be reviewed by the City Engineer and Building Official prior to issuance of an excavation permit for any construction.
Mine Soils - The approved Voluntary Cleanup plan for historic mine waste soils is complete.
- (I) Trails and Sidewalks-** Trails and sidewalks are consistent with the Park City Heights MPD. Sidewalks are proposed within public right of way areas. HOA open space areas shall include trail easements or shall state that blanket trail easements are dedicated for public trails within HOA open space parcels. Trails within dedicated open space parcels can be constructed without specific easements. Off-site trails crossing other property shall be placed in easements prior to construction. The exact location of trails within Parcels A - D will be approved by the City prior to construction and once constructed will be considered to be within a 10' public trail easement.

(J) Limits of Disturbance/Building Pad locations- The location of houses for this phase is stipulated by adherence to minimum building setbacks and limit of disturbance conditions, as further identified in the Park City Heights Design Guidelines.

(K) Top Soil Preservation and Final Grading- Staff recommends a condition of approval that all applicable requirements of the LMC regarding top soil preservation and final grading be completed prior to issuance of a certificate of occupancy for each house. No portion of this phase is within the Park City Soils Ordinance boundary; however, any areas of disturbance due to off-site utility improvements that do fall within the Park City Soils Ordinance boundary are required to adhere to all requirements of the Ordinance.

(L) Architectural Standards- Architecture is reviewed at the time of building permit issuance for compliance with the Park City Heights Design Guidelines.

(M) Water Bodies and Water Courses- There are no bodies of water that are incorporated into the lots so as to not burden the City with responsibility of the water body. The HOA is responsible for maintenance of open space and drainage areas that are not part of individual lots, including natural drainage areas. Detention areas that are part of the storm water management plan may have standing water at times. Maintenance of these areas is the responsibility of the HOA.

(N) Fire Sprinkling- There is a plat note requiring all construction to comply with the International Building Code requirements for fire sprinklers.

General Lot Design Requirements

Staff has reviewed the proposed plat for compliance with the General Lot Design Requirements per LMC 15-7.3-3 as follows:

(A) Lot Arrangement- there are no foreseeable difficulties, for reasons of topography or other conditions, in securing building permits to build on these lots in compliance with the IBC, the LMC, and in providing reasonable Driveway access.

(B) Building Sites- proposed building sites are designed to minimize disturbance of existing vegetation in areas not already disturbed by grading required to remediate mine soils.

(C) Square footage- maximum house sizes are recommended as a plat note per the amended Park City Heights MPD and Design Guidelines.

(D) Lot Dimensions- proposed lot dimensions take into consideration additional width for corner lots, depth and width of lots for non-residential purposes, and areas for parking.

(E) Double Frontage Lots and access to Lots- Lots fronting on two streets is avoided, with the exception of corner lots.

(F) Lot Drainage- Lots are laid out to provide positive drainage away from all Buildings. Individual lot grading and drainage shall be included with each building permit.

(G) Landscaping- Prior to issuance of a building permit for each lot a landscape plan is required to be submitted and reviewed by the Staff for compliance with the

LMC and Design Guidelines. Any disturbed HOA open space areas shall be re-vegetated and/or landscaped per the MPD and Design Guidelines.

(H) Limits of Disturbance/Vegetation protection- Prior to issuance of a building permit for each lot a landscape plan showing limits of disturbance and vegetation protection is required to be submitted and reviewed by the Staff for compliance with the LMC and conditions of the MPD.

(I) Re-vegetation, seed, and sod- All disturbed areas will be re-vegetated, seeded, and/or sodded prior to issuance of a certificate of occupancy per the LMC.

(J) Debris and Waste- Debris and waste are required to be removed per the LMC prior to issuance of a certificate of occupancy. This is a condition of building permitting. The Park City Heights MPD requires consolidation and recycling of construction waste and debris to be identified on the Construction Mitigation Plan prior to issuance of a building permit.

(K) Fencing- Fencing of hazardous conditions may be required by the Chief Building Official. Fences will be constructed according to the Park City Heights Design Guidelines.

Road Requirements and Design

Staff has reviewed the proposed plat for compliance with the Road Requirements and Design per LMC 15-7.3-4 as follows:

(A) Layout requirements- Street layout for this phase complies with general layout requirements, including frontage on improved streets, relation to existing topography, block design, access to arterials and collectors, and dead-end roads.

(B) Road Names- Road names shall be sufficiently different in sound and spelling from other names in Summit County with final confirmation of street names to be provided by the City Engineer prior to plat recordation.

(C) Road Regulatory Signs- All required road and street signs will need to be approved by the City Engineer and Public Works prior to installation.

(D) Street Lighting- Installation of street lights shall be approved by the City Engineer and Planning Department prior to installation. No street lights are proposed

(E) Reserve or Protection strip- No reserve or protection strips are proposed.

(F) Road Design Standards- The roads are in compliance with the street design and layout approved by the Planning Commission during approval of the Park City Heights MPD and consistent with the LMC.

(G) Intersection Design Standards- The streets are laid out in compliance with intersection standards of the LMC.

(H) Bridges- No bridges are proposed.

(I) Road Dedications and Reservations- No new perimeter half-streets are proposed. No new frontage roads are proposed with this phase. No new dedication for widening existing roadways is required. The streets will be dedicated to Park City.

Staff finds this subdivision complies with the Land Management Code regarding final subdivision plats, including CT District requirements, general subdivision requirements,

and lot and street design standards and requirements.

General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc.; 5) public uses, such as parks and playgrounds; and 6) preservation of natural amenities and features have also been addressed through the Master Planned Development process as required by the Land Management Code. Utility, grading, and site work (streets) plans were submitted with the plat for review and coordination by the City and service providers. (**Exhibit G1** – Site and Utility plans and **Exhibit G2** – Street Plans and details).

Sanitary sewer facilities are required to be installed in a manner prescribed by the Snyderville Basin Water Reclamation District (SBWRD). The applicants have met with the SBWRD officials to review the plat and utility plans for compliance with these requirements. Final approval of the sewer facilities and a signature on the plat from SBWRD is required prior to final plat recordation.

A Construction Mitigation Plan (CMP) is required to be submitted and approved by the City prior to building permit issuance on individual lots as well as for construction of public infrastructure through the public improvements permitting process. Staff recommends a condition of approval that the CMP shall address construction access, parking, allowed hours of work, temporary lighting, construction signs, limits of disturbance, recycling and stockpiling of materials, re-vegetation of all disturbance areas, noise, dust, and other items listed on the standard CMP form required by the Building Department. If an access easement can be acquired to use the US 40 frontage road for construction access to the site, that option shall be pursued to mitigate impacts on existing City Streets and residents.

Good Cause

There is good cause for this subdivision in that it creates legal lots and parcels of record from metes and bounds described parcels; memorializes and expands utility easements and provides for new utility and access easements for orderly provision of utilities and access; provides parcels to be dedicated as open space areas within and around the subdivision; dedicates trail easements and public streets; provides snow storage easements; provides access and utility easements for an adjacent parcel; and provides four deed restricted Cottage home lots. The plat is consistent with the approved Park City Heights Annexation Agreement and amended Master Planned Development and Preliminary Plat.

Department Review

This application has been reviewed by the Development Review Committee, including other City Departments and utility and service providers. Identified concerns were addressed by revisions and notes on the plat and with conditions of approval as stated in the attached ordinance and as provided in the discussion section herein.

Notice

On July 31, 2019, the property was posted and notice was mailed to property owners within 300 feet according to requirements of the Land Management Code. On July 31, 2019, legal notice was published in the Park Record and on the Utah Public Notice website, according to requirements of LMC.

Public Input

Staff has not received public input regarding this plat application at the time of this report.

Future Process

Approval or denial of this subdivision application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Alternatives

- The Planning Commission may conduct a public hearing, discuss the proposal and forward a positive recommendation to City Council to approve the Park City Heights Phase 4 Subdivision Plat as conditioned or amended. **This is Staff's recommendation.**
- The Planning Commission may forward a negative recommendation to City Council to deny the Park City Heights Phase 4 Subdivision Plat and direct staff to make Findings for this decision.
- The Planning Commission may continue this item to a date certain to allow staff and the applicant time to address any concerns raised.

Significant Impacts

There are no significant negative fiscal or environmental impacts that result from this application that have not been sufficiently mitigated with plat notes, conditions of approvals, and adherence to the approved, amended MPD and Park City Heights Design Guidelines. Portions of this phase were included in the voluntary soil remediation that removed vegetation and soils as necessary to receive certification that the clean-up was complete. An on-site soil repository for these soils was created at the Park City Heights site within Phase 1. The site has been rough graded as a result of the soil cleanup work.

Recommendation

Staff recommends the Planning Commission conduct a public hearing, review the application and draft findings of fact and conditions of approval, and forward a positive recommendation to City Council pursuant to the draft Ordinance. Staff has provided draft findings of fact, conclusions of law, and conditions of approval for discussion purposes.

Exhibits

Draft Ordinance

Exhibit A – Proposed Park City Heights Subdivision Phase 4 Plat

Exhibit B – [Park City Heights MPD Development Agreement- link](#)

Exhibit C – Amended Park City Heights Preliminary plat

Exhibit D – Amended Phasing Plan

Exhibit E – Site survey

Exhibit F – Site photos/aerial

Exhibit G1 – Site and Utility plans – [link](#)

Exhibit G2 – Street Plans and details – [link](#)

Exhibit H – [Design Guidelines- link](#)

Exhibit I – Housing Mitigation Plan

DRAFT Ordinance No. 2019- xx

**AN ORDINANCE APPROVING THE PARK CITY HEIGHTS PHASE 4 SUBDIVISION
LOCATED SOUTH OF CALAMITY LANE, SOUTH OF RICHARDSON FLAT ROAD
AND WEST OF US HIGHWAY 40, PARK CITY, UTAH.**

WHEREAS, the owners of the property known as Park City Heights Phase 4 located south of Richardson Flat Road, south and east of State Road 248 and west of US 40, have petitioned the City Council for approval of the Park City Heights Phase 4 final subdivision plat; and

WHEREAS, on May 10, 2019, and July 31, 2019, the property was posted and mailed notice was sent to property owners within 300 feet, according to requirements of the Land Management Code; and

WHEREAS, on May 10, 2019, and July 31, 2019, legal notice was posted in the Park Record and on the Utah Public Notice website, as well as the Park City website; and

WHEREAS, the Planning Commission held a public hearing on June 12, 2019, to receive input on the subdivision; and

WHEREAS, the Planning Commission, held a public hearing on August 14, 2019, and forwarded a _____ recommendation to the City Council; and

WHEREAS, on _____, 2019, the City Council held a public hearing on the Park City Heights Phase 4 final subdivision plat; and

WHEREAS, there is good cause and it is in the best interest of Park City, Utah to approve the Park City Heights Phase 4 final subdivision plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Park City Heights Phase 4 final subdivision plat, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located south of Richardson Flat Road, south and east of SR 248 and west of US Highway 40.

2. The property was annexed into Park City with the Park City Heights Annexation on May 27, 2010, and was zoned CT-MPD (Community Transition subject to the Park City Heights MPD).
3. On May 11, 2011, the Park City Planning Commission approved the Park City Heights MPD for a mixed residential development consisting of 160 market rate units and 79 affordable units on 239 acres.
4. On June 22, 2011, the Planning Commission reviewed and approved a preliminary subdivision plat as being consistent with the Park City Heights MPD.
5. On November 17, 2011, the City Council approved the original Park City Heights Phase 1 final subdivision plat.
6. On January 24, 2013 the City Council approved an extension of the Phase 1 plat to allow the applicant additional time to resolve issues regarding historic mine soils.
7. On November 6, 2013, the Planning Commission approved an amended Park City Heights MPD and preliminary plat to address relocation of lots and streets due to mine soils mitigation.
8. On February 27, 2014, the City Council approved a revised Park City Heights Phase 1 final subdivision plat that was subsequently recorded at Summit County on November 4, 2014.
9. On May 3, 2018, the City Council approved the Park City Heights Phase 2 final subdivision plat. This plat has not yet been recorded.
10. On April 4, 2019, the City Council approved the Park City Heights Phase 3 final subdivision plat. This plat has not yet been recorded.
11. On May 30, 2019 the City Council approved a two year extension of approval for the Phase 2 subdivision plat to allow additional time for completion of the streets and utilities.
12. On June 12, 2019 the Planning Commission reviewed the Phase 4 Subdivision Proposal and held a Public Hearing. There was no public comment and the Hearing was Continued.
13. On August 14 12, 2019 the Planning Commission reviewed the Phase 4 Subdivision Proposal and held a Public Hearing and forwarded a _____ recommendation to the City Council.
14. The property is restricted by the Land Management Code, the Park City Heights Annexation Agreement, and the Amended Park City Heights Master Planned Development Agreement and the Park City Heights Design Guidelines.
15. The lots are not within the Entry Corridor Protection Overlay zone (ECPO) and no portion of this plat is within the Park City Soils Ordinance boundary.
16. The proposed subdivision plat creates 48 lots of record for 11 Homestead houses and 27 Cottage homes including 4 deed-restricted Cottage homes, dedicates public streets, utility, snow storage, drainage, and provides access and trail easements.
17. The Homestead lots (Lots 418-428) range in area from 8,293 to 10,783 square feet. Cottage Home lots (Lots 401-417 and 429-448) range in area from 4,442 sf to 9,842 square feet. Parcels A- D are platted as open space parcels with blanket easement for public utilities, access and trails.
18. The lots are consistent with the Lot and Site Requirements of the Community Transition (CT) District as conditioned by the Park City Heights MPD and Design

Guidelines.

19. No non-conforming conditions are created by the subdivision.
20. The Park City Heights development is accessed from Richardson Flat Road, a public road, and access to lots and parcels within the proposed subdivision is from local public drives and streets. No lots or parcels access directly to Richardson Flat Road.
21. The subdivision complies with the Land Management Code regarding final subdivision plats, including CT zoning requirements, general subdivision requirements, and lot and street design standards and requirements.
22. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc.; 5) public uses, such as parks and playgrounds; and 6) preservation of natural amenities and features have been addressed through the Master Planned Development process as required by the Land Management Code.
23. Sanitary sewer facilities are required to be designed and installed in a manner prescribed by the Snyderville Basin Water Reclamation District (SBWRD).
24. There is good cause for this subdivision plat in that it creates legal lots and an open space parcel of record from metes and bounds described parcels; memorializes and expands utility easements and provides for new utility easements for orderly provision of utilities; provides for open space areas within and around the subdivision; dedicates easements and public streets consistent with the approved the Park City Heights Annexation Agreement and Master Planned Development.
25. As a condition of the Park City Heights MPD a total of 79 deed restricted affordable units are required. The Development Agreement states that all 28 Townhouse units and all 35 Park homes (all deed restricted affordable) are located in Phase 1, along with 5 Cottage homes and that "affordable units for subsequent phases will be identified with the final subdivision plats for those phases".
26. The affordable housing mitigation plan indicates that the Project may be platted in phases and that each primary phase may include sub-phases as market conditions dictate and the phases may be adjusted.
27. On February 27, 2019, the Planning Commission approved an amended subdivision phasing plan that aligns with the Housing Mitigation Plan.
28. On January 8, 2019, the Housing Authority approved an amended Park City Heights Housing Mitigation Plan.
29. Findings in the Analysis section are incorporated herein.

Conclusions of Law:

1. The subdivision complies with LMC Chapter 7 as conditioned.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law regarding subdivision plats.
3. The subdivision is consistent with the Park City Heights Annexation and the Park City Heights MPD and preliminary plat as amended and conditioned.
4. Neither the public nor any person will be materially injured as a result of approval of the proposed subdivision plat, as conditioned herein.
5. Approval of the proposed subdivision plat, subject to the conditions stated herein, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. City Planner, City Attorney and City Engineer review and approval of the final form and content of the subdivision plat for compliance with State law, the Land Management Code, and the conditions of approval, is a condition precedent to recordation of the plat.
2. The applicant will record the subdivision plat at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat amendment will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A plat note shall indicate that conditions of approval of the Amended Park City Heights MPD and preliminary plat, as amended and approved by the Planning Commission on November 6, 2013, and memorialized in the Park City Heights Development Agreement, as amended, February 26, 2014 and March 8, 2017, shall apply.
4. A plat note shall state that this plat is subject to this Ordinance (2019-xx) (the Ordinance approving this subdivision).
5. Final approval of the sewer facilities by the Snyderville Basin Water Reclamation District is required prior to final plat recordation.
6. A plat note shall state that trees, structures and retaining walls shall not be located within SBWRD easements.
7. The plat shall indicate that all streets and utilities, except for sewer laterals, constructed within the ROW are dedicated to the City for public use. Final acceptance of these streets by the City shall occur upon completion and acceptance of the public improvements. The City will commence maintenance and snow removal from public streets once 50% of the units within this phase are complete and certificates of occupancy have been issued.
8. Ten foot wide public snow storage easements are required along all street frontages.
9. All survey monumentation as required by the LMC is required to be completed prior to acceptance of public improvements.
10. Parcels A - D are non-developable open space parcels and shall be dedicated to the Park City Heights HOA as restricted open space, to be owned and maintained by the Master HOA, and shall be encumbered by utility, drainage, snow storage, access and public trails easements as determined by the City Engineer prior to plat recordation.
11. A plat note shall state that public trails within the open space parcels shall be constructed in type and location as approved by the City consistent with the MPD. Final constructed trails are agreed, by the recording of this plat, to be within ten (10') foot public trail easements. Trails within Phase 4 shall be constructed prior to recordation of this plat, or shall be bonded for as required by the City Engineer and City Open Space and Trails Manager.
12. A plat note shall state that all construction, including streets, utilities and structures shall comply with recommendations of the supplemental, updated soils investigation conducted by AGECEC on December 20, 2011 that updated and supplemented the

June 9, 2006 Geotechnical Study provided by Gordon, Spilker, Huber Geotechnical Consultants, Inc.

13. A plat note shall state that additional soils studies and geotechnical reports may be required by the City Engineer and Chief Building Official prior to issuance of any building permits for structures, utilities, and roads. The report shall be reviewed by the City Engineer and Chief Building Official and any recommendations for utilization of special construction techniques to mitigate soils issues, such as expansive clays, shall be incorporated into conditions of the building permit and ROW Permit approval.
14. A plat note shall state that a landscape and irrigation plan shall be submitted and approved by the City for each lot, prior to building permit issuance. Landscaping and irrigation shall be consistent with the Park City Heights Design Guidelines.
15. A plat note shall state that a limits of disturbance plan (LOD) and existing vegetation protection plan shall be part of the building permit submittal.
16. A plat note shall state that exterior lighting shall conform to requirements of the City's Lighting Ordinance and the Park City Heights Design Guidelines.
17. A plat note shall state that applicable requirements of the LMC regarding top soil preservation, final grading, and landscaping shall be completed prior to issuance of a certificate of occupancy, or bonded for as determined and approved by the Chief Building Official.
18. A plat note shall state that grading, drainage and storm water run-off plans shall be approved by the City Engineer prior to building permit issuance.
19. A plat note shall state that prior to issuance of a building permit for any units within this plat, all building plans shall be reviewed for compliance with the Park City Heights Design Guidelines, including building setbacks, building height, maximum floor area, building articulation, architecture and materials, landscaping, lighting and other elements as stated in the Park City Heights Design Guidelines.
20. Confirmation of street names shall be provided by the City Engineer prior to plat recordation.
21. A note shall be added to the plat stating that all units shall be constructed to National Association of Home Builders National Green Building Standards Silver Certification (or other equivalent Green Building certification approved by the Planning Director) OR reach LEED for Homes Silver Rating (minimum 60 points). Green Building Certification or LEED rating criteria to be used shall be those applicable at the time of the building permit submittal.
22. A plat note shall state that In addition to meeting Green Building or LEED for Homes checklists and in order to achieve water conservation goals, each house must either:
1) achieve at a minimum, the Silver performance Level points within Chapter 8, Water Efficiency, of the National Association of Home Builders National Green Building Standards; OR 2) achieve a minimum combined 10 points within the 1) Sustainable Sites (SS2) Landscaping and 2) Water Efficiency (WE) categories of the LEED for Homes Checklist. Points achieved in these resource conservation categories will count towards the overall score, as further described in the Park City Heights Design Guidelines.
23. A plat note shall state that an industry standard Third Party inspector shall be

mutually agreed upon by the Chief Building Official and the applicant prior to issuance of a building permit to provide third party inspection for compliance with Green Building and Water Conservation requirements as required by the amended Master Planned Development Agreement. Final certification documenting compliance shall be provided to the Building Department prior to issuance of certificates of occupancy.

24. A construction mitigation plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, LMC, and the MPD conditions of approval prior to building permit issuance on individual lots as well as for construction of public infrastructure. The CMP shall address construction access, parking, allowed hours of work, temporary lighting, construction signs, limits of disturbance, recycling and stockpiling of materials, re-vegetation of all disturbance areas, noise, dust, and other items listed on the standard CMP form required by the Building Department.
25. To mitigate impacts on existing City streets and residents, temporary construction access to Phase 4 shall be from Richardson Flat Road onto a temporary graded or paved access road, utilizing Lot C-1 and Parcel G located east of Piper Way, then accessing Piper Way just south of the Kinley Drive and Piper Way intersection. If an access easement can be acquired from the UDOT to use the US 40 frontage road for construction access for Phase 4, that option should be pursued to mitigate impacts on existing residents. This temporary access may require paving in order to prevent tracking of mud. The disturbed areas of Lot C-1 shall be re-graded and re-vegetated once construction is complete or, if not used for a period of one year or longer.
26. Ledger Way (the section north of Calamity Lane) shall not be used for construction access to Phase 4.
27. A common construction recycling and excavation materials storage area within the development shall be utilized for this phase as required by the MPD.
28. All public improvements shall be completed and accepted prior to signing and recording of the plat, or a financial guarantee may be provided to the City, in a form and amount acceptable to the City for the value of all public improvements, including trails. All public improvements shall be completed according to City and provider standards and accepted by the City Council prior to release of this guarantee. Ten percent of the bond shall be held by the City for the warranty period and until such improvements are accepted by the City.
29. A plat note shall state that maintenance of sidewalks (including, without limitation, snow removal), trails, lighting, and landscaping within the public rights-of-way and common areas, with the exception of public trails, shall be provided by the Master HOA, unless otherwise agreed upon by the City Council.
30. A plat note shall state that a fire protection and emergency access plan shall be submitted and approved by the Park City Fire District prior to the issuance of any building permits for this phase. The fire protection and emergency access plan shall include any required fire sprinkler systems and landscaping restrictions within the Wild land interface zones and shall ensure that Park City's ISO rating is not negatively affected by the development.
31. Residential fire sprinklers are required for all occupied structures as required by the

Chief Building Official.

32. Issuance of building permits for Phase 4 are subject to completion and issuance of certificates of occupancy for deed restricted affordable housing as required by the approved Housing Mitigation Plan, as amended.
33. A note shall be included on the final plat stating the following maximum Residential Floor Area (aka house sizes), consistent with the LMC definitions, shall apply:
 - 3,500 square feet (Cottage homes)
 - 4,000 square feet (Homestead homes)
34. A note shall state that this plat is subject to the 2014 Amended Park City Heights MPD Development Agreement and the Water and Maintenance Agreement with Park City Municipal Corporation dated October 3, 2014.
35. No through roads may be provided through the Park City Heights MPD to the Deer Valley MPD subdivisions.
36. All standard project conditions shall apply.

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

PASSED AND ADOPTED this ____ day of _____, 2019.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibit A- Park City Heights Phase 4 Subdivision plat

Exhibit A
Proposed Plat

Exhibit B

Amended Development Agreement for Park City Heights Master Planned Development (link)

<https://www.parkcity.org/Home/ShowDocument?id=49982>

Exhibit C

Amended Approved Park City Heights Preliminary Plat

EXHIBIT E

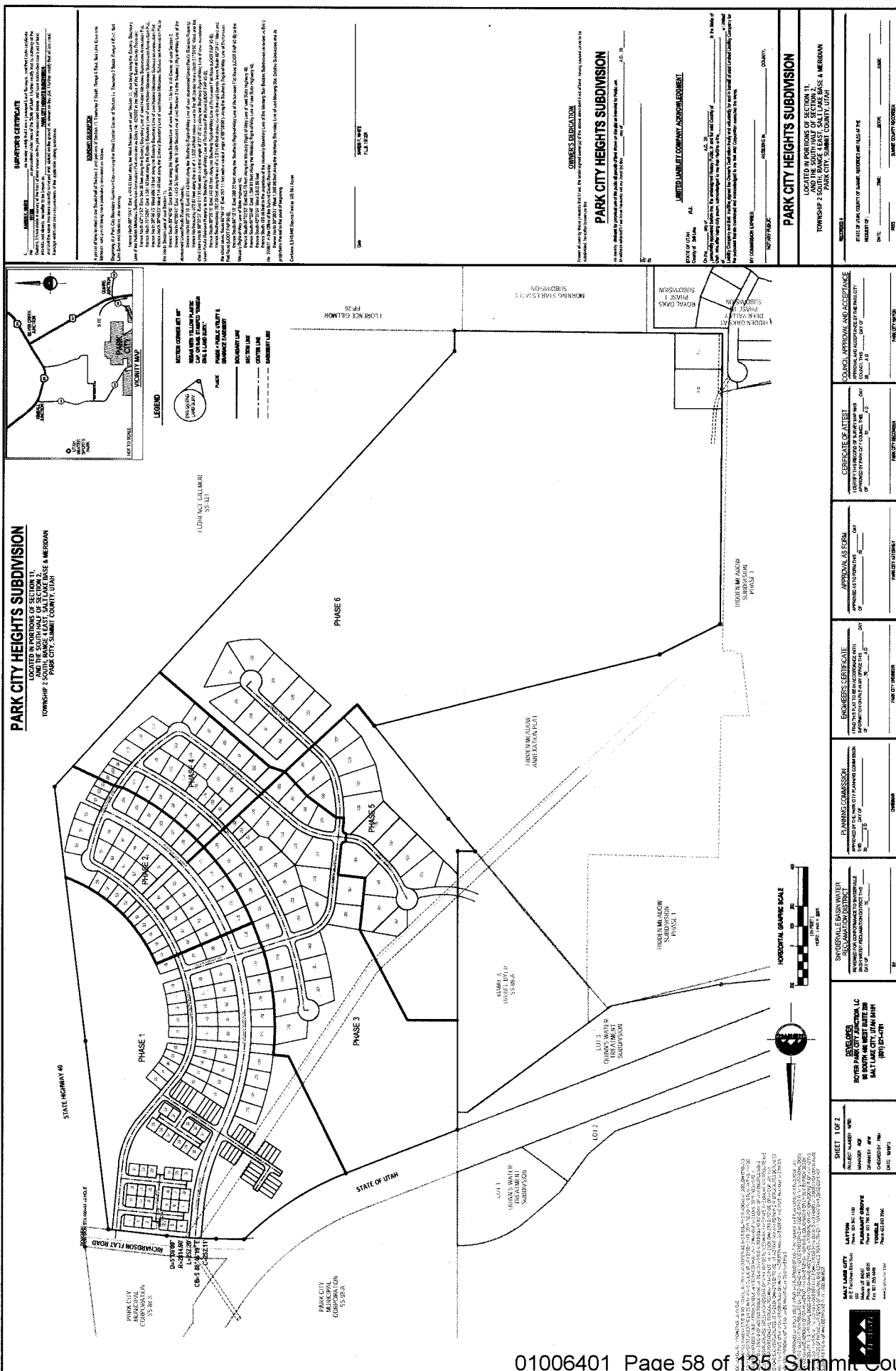
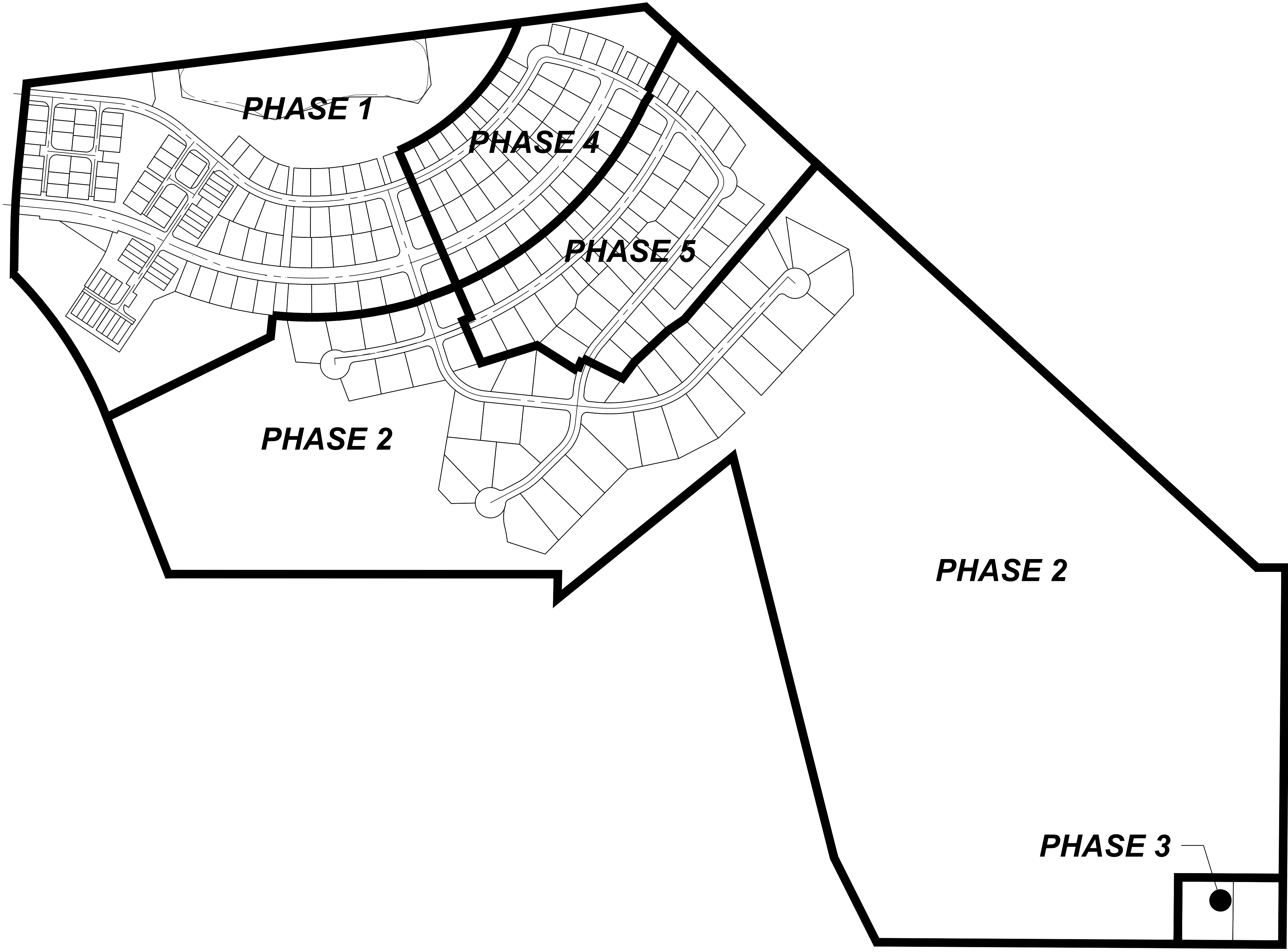


Exhibit D

Amended Phasing Plan



FOCUS[®]
ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

Park City Heights

Park City

Phasing Exhibit

REVISION BLOCK		DESCRIPTION
#	DATE	
1	----	-----
2	----	-----
3	----	-----
4	----	-----
5	----	-----
6	----	-----

Phasing Exhibit

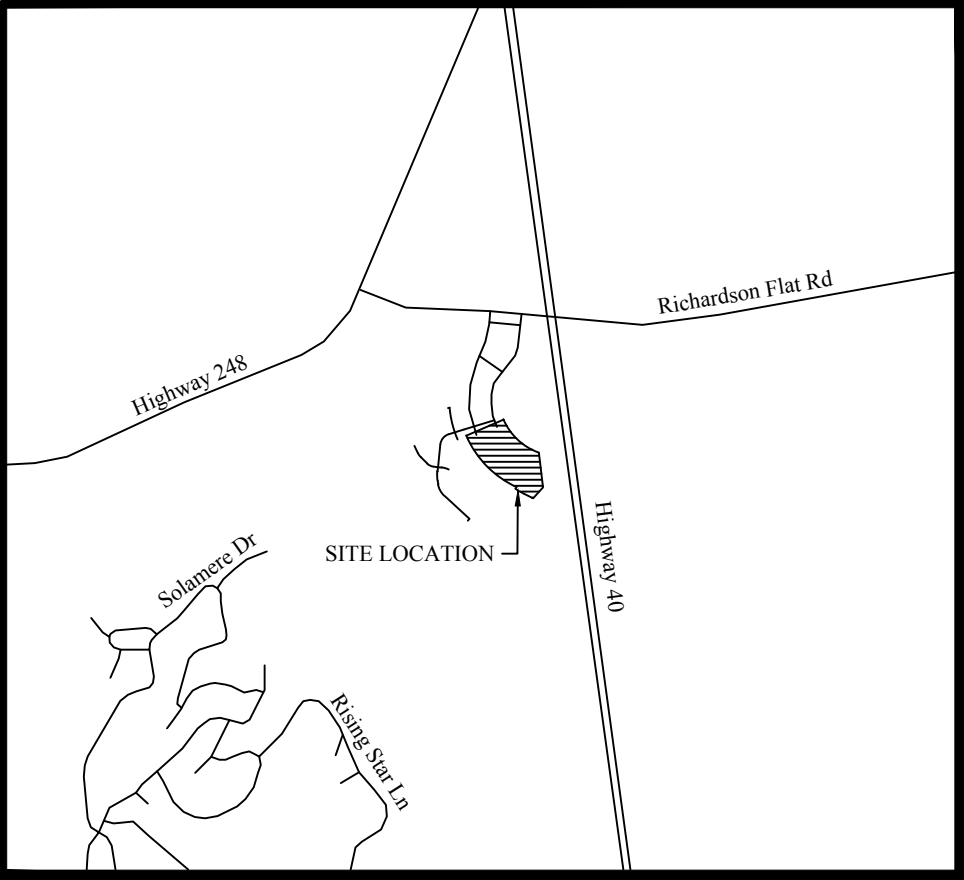
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Date: 02/23/18	Job #: 16-348
Sheet:	

1 OF 1

GRAPHIC SCALE

(IN FEET)
1 inch = 200ft.

Exhibit E
Site Survey



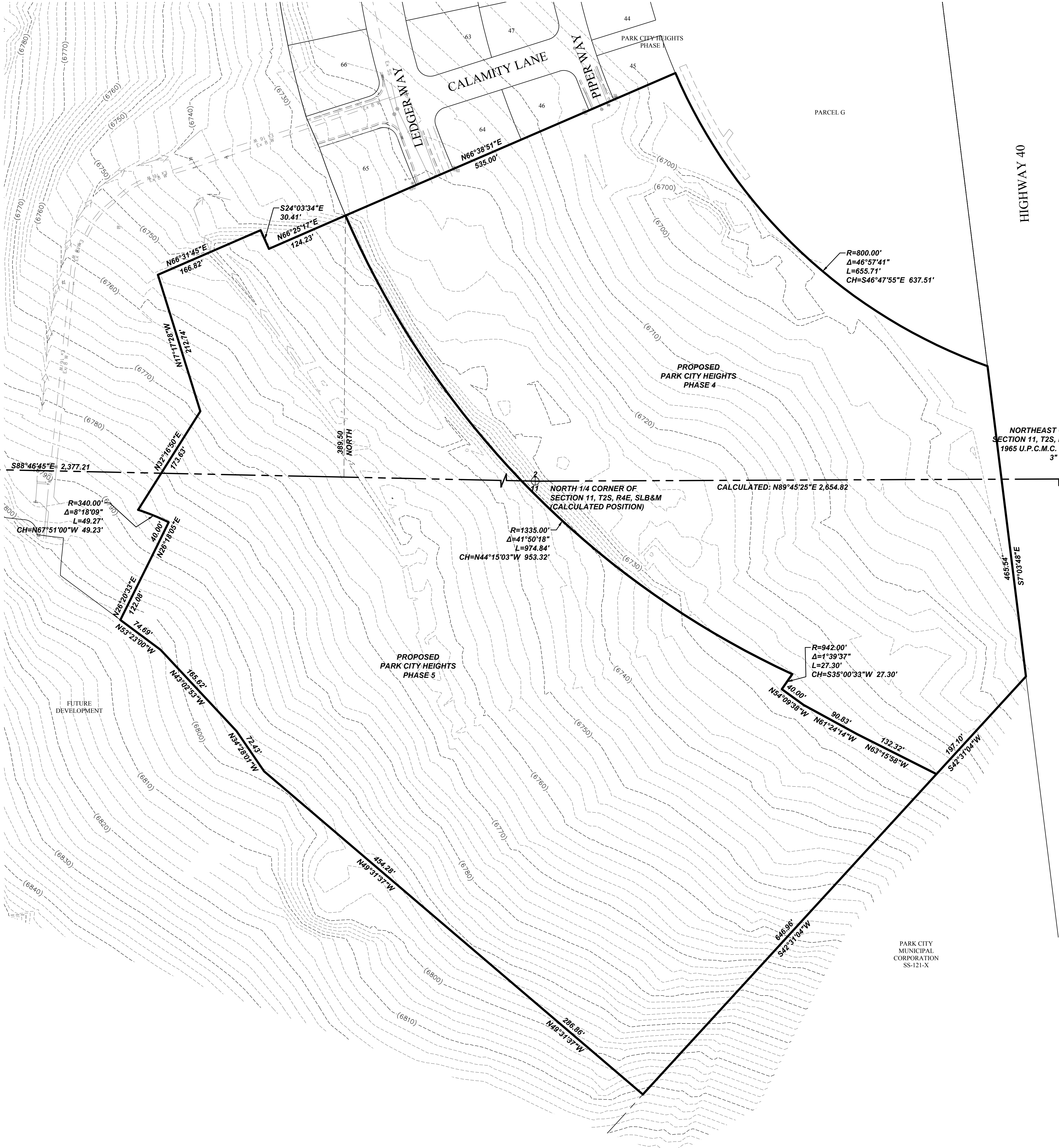
VICINITY MAP
N.T.S.

NORTHWEST CORNER OF
SECTION 11, T2S, R4E, SLB&M
PARK CITY BOUNDARY MARKER
2.5" ALUMINUM CAP

3 2
10 11
BASIS OF BEARING
CALCULATED: S88°46'45"E 2,377.21

LEGEND	
----	EXIST. CONTOUR MAJOR
-----	EXIST. CONTOUR MINOR
----	EXIST. STORM DRAIN
----	EXIST. SANITARY SEWER
----	EXIST. CULINARY WATER
----	EXIST. SECONDARY WATER
----	EXIST. IRRIGATION
----	EXIST. NATURAL GAS
----	EXIST. COMMUNICATIONS
----	EXIST. OVERHEAD POWER
----	EXIST. FENCE
----	SECTION MONUMENT (FOUND)
----	SECTION MONUMENT (NOT FOUND)
----	EXIST. SD INLET, MANHOLE & COMBO BOX
----	EXIST. SEWER MANHOLE
----	EXIST. WATER VALVE & WATER METER
----	EXIST. FIRE HYDRANT
----	EXIST. IRRIGATION BOX
----	EXIST. STREET LIGHT
----	EXIST. POWER POLE
----	EXIST. ELECTRICAL BOX
----	EXIST. COMMUNICATIONS BOX
----	SUMMIT COUNTY PARCEL No.

XX-XXX-XXXX



NOTES

- The purpose of this Survey is to provide a Boundary/Topographical Survey and Certification for the parcels shown and described hereon.
- The Basis of Bearing for this Survey is N0°19'41"E along the Section line between the found monuments marking the West 1/4 Corner and the Northwest Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base & Meridian. All deeds and plats of record have been rotated to match the aforementioned basis of bearing, or to other Section/monument lines relative to said basis of bearing per measured lines shown hereon.
- Vertical data (contours and spot elevations) shown hereon is based on the NGVD29 'foot equivalent' elevation of 6,663.44 published by the Wasatch County Surveyor on the Southeast Corner of said Section 2.
- #5 rebar & cap (FOCUS ENG) to be set at all boundary corners unless noted otherwise.
- This drawing, its design, and invention thereof, is the property of Focus Engineering & Surveying, LLC, and is submitted to, and is for the exclusive use of the client referenced on the Survey. Only copies authorized in writing and individually signed and sealed by the Surveyor, or certified copies obtained from the office of the respective County Surveyor may be used as the official work of the Surveyor.
- Except as specifically stated or shown on this drawing, no attempt has been made as a part of this Survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, contact the appropriate agency.
- Except as specifically stated or shown on this drawing, this Survey does not purport to reflect any of the following which may be applicable to the properties shown hereon: easements, encumbrances, building setback lines, restrictive covenants, subdivision restriction, zoning, or other land use restrictions. Underground utilities have been shown hereon based on observed evidence. Additional utilities, including, but not limited to: power, phone, cable TV, water, sewer, storm drainage, etc. may exist within the boundaries of this Survey and Blue Stakes should be contacted prior to digging. Engineers, Contractors, and others that rely on this information should be cautioned that the locations of the existing utilities may not be relied upon as being exact or complete. Additional exploration, verification and relocation of existing utilities will be the sole responsibility of any contractor prior to, or during construction of any additional improvements.
- The majority of the surveyed land is covered in Sagebrush, Oakbrush, and Upland Grass.

LEGAL DESCRIPTIONS

PROPOSED PHASE 4 BOUNDARY DESCRIPTION

A portion of the SW1/4 & SE1/4 of Section 2 & the NW1/4 & NE1/4 of Section 11, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Park City, Utah, more particularly described as follows:

Beginning at the Southwesterly Corner of Lot 65, PARK CITY HEIGHTS PHASE 1 SUBDIVISION, according to the Official Plat thereof on file in the Office of the Summit County Recorder, located S88°46'45"E along the Section Line 2,377.21 feet and North 389.50 feet from the Northwest Corner of Section 11, T2S, R4E, SLB&M; thence N66°38'51"E along said plat 535.00 feet; thence Southeasterly along the arc of a non-tangent curve to the left having a radius of 800.00 feet (radius bears: N66°40'56"E) a distance of 655.71 feet through a central angle of 46°57'41" Chord: S46°47'55"E 637.51 feet to the Westerly Right-of-Way of State Highway 40; thence along said right-of-way S07°03'48"E 465.54 feet; thence S42°31'04"W 197.10 feet; thence N63°15'58"W 132.32 feet; thence N61°24'14"W 90.83 feet; thence N54°09'38"W 40.00 feet; thence Northeasterly along the arc of a non-tangent curve to the left having a radius of 942.00 feet (radius bears: N54°09'38"W) a distance of 27.30 feet through a central angle of 01°39'37" Chord: N35°00'33"E 27.30 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 1,335.00 feet (radius bears: N24°49'48"E) a distance of 974.84 feet through a central angle of 41°50'18" Chord: N44°15'03"W 953.32 feet to the point of beginning.

Contains: 12.54 acres+/-

PROPOSED PHASE 5 BOUNDARY DESCRIPTION

A portion of the SW1/4 & SE1/4 of Section 2 & the NW1/4 & NE1/4 of Section 11, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Park City, Utah, more particularly described as follows:

Beginning at the Southwesterly Corner of Lot 65, PARK CITY HEIGHTS PHASE 1 SUBDIVISION, according to the Official Plat thereof on file in the Office of the Summit County Recorder, located S88°46'45"E along the Section Line 2,377.21 feet and North 389.50 feet from the Northwest Corner of Section 11, T2S, R4E, SLB&M; thence Southeasterly along the arc of a 1,335.00 feet radius non-tangent curve to the left (radius bears: N66°39'42"E) 974.84 feet through a central angle of 41°50'18" Chord: S44°15'03"E 953.32 feet; thence Southwesterly along the arc of a non-tangent curve to the right having a radius of 942.00 feet (radius bears: N55°49'15"W) a distance of 27.30 feet through a central angle of 01°39'37" Chord: S35°00'33"W 27.30 feet; thence S54°09'38"E 40.00 feet; thence S61°24'14"E 90.83 feet; thence S63°15'58"E 132.32 feet; thence S42°31'04"W 197.10 feet; thence N63°15'58"E 132.32 feet; thence N61°24'14"W 90.83 feet; thence N54°09'38"W 40.00 feet; thence Northeasterly along the arc of a non-tangent curve to the left having a radius of 942.00 feet (radius bears: N54°09'38"W) a distance of 27.30 feet through a central angle of 01°39'37" Chord: N35°00'33"E 27.30 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 1,335.00 feet (radius bears: N24°49'48"E) a distance of 974.84 feet through a central angle of 41°50'18" Chord: N44°15'03"W 953.32 feet to the point of beginning.

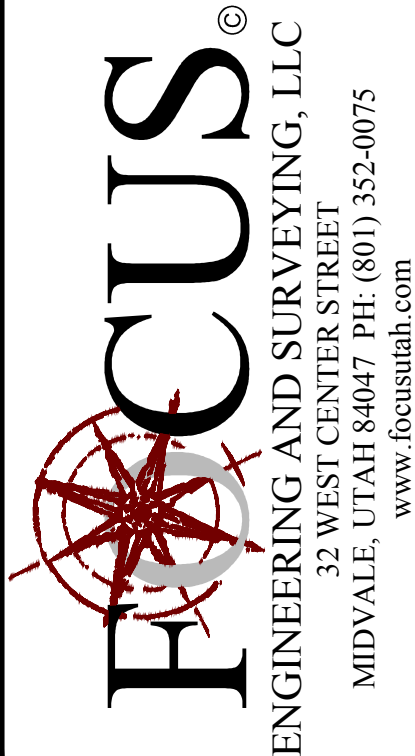
Contains: 16.49 acres+/-

SURVEYOR'S CERTIFICATE

"I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have made a Survey of the lands shown on this Plan and that it correctly represents the existing conditions as shown. This Plan does not represent a certification to the title or ownership of the lands shown hereon."

Spencer W. Llewellyn
Professional Land Surveyor
Certificate No. 10516507

Date



BOUNDARY/TOPOGRAPHICAL SURVEY

LOCATION: SOUTH HALF OF SECTION 2 & NORTH HALF OF SECTION 11, T2S, R4E, SLB&M

PARK CITY, UTAH

PROPERTY OF: IVORY DEVELOPMENT, LLC

PREPARED FOR: IVORY DEVELOPMENT, LLC

REVISION BLOCK	
#	DESCRIPTION
1	DATE
2	DATE
3	DATE
4	DATE
5	DATE
6	DATE

Drawn: XXX	Checked: XXX
Scale: 1"=XX'	Job #: XX-XXX
Date: XX/XX/XX	
Sheet:	

1 OF X

Exhibit F

June 12, 2019 Minutes

Permits, Woodside Park – Phase I Subdivision Plat Ordinance No. 2017-48, and approved Housing Mitigation Plan shall continue to apply.

V.E. Located at Extended Piper and Ledger Way – Park City Heights Subdivision Phase 4 Plat – Final Subdivision plat for 48 single family lots, located at Extended Piper and Ledger Ways subject to the Park City Heights MPD and preliminary plat.

Planner Astorga disclosed that he owns a home on Lot 9 in Phase I of Park City Heights.

Planner Astorga reviewed the request to amend the phasing plan to add one deed restricted cottage to Phase 4 and subtract one deed restricted cottage from Phase 5. The Summary was included on page 208 of the Staff report. Phase 4 has 44 market rate units and this with this amendment 4 affordable cottages were being proposed.

Planner Astorga stated that this was a subdivision request for the Park City Heights Phase 4 subdivision.

Planner Astorga noted that if the Planning Commission chooses to move forward, it would require two motions; one of the subdivision and one for action on the Phasing Plan that will be required. This is a minor change that can be made to the Housing Mitigation Plan at the time of the annual review by the Housing Authority. Planner Astorga stated that the modification was reviewed by the City Housing Specialists.

Planner Astorga requested that the Planning Commission review and discuss the proposal. The Staff requested that the Planning Commission continue this item to a date certain to allow the Staff and the applicant the opportunity to address any concerns that might be raised.

Commissioner Sletten understood that the only change was to replace one affordable unit with another affordable unit. He did not believe it would impact the Findings of Fact or the Conclusions or Conditions. Planner Astorga concurred. The benefit is that the City would get one affordable unit sooner than planned.

Community Development Director, Anne Laurent, emphasized that the Housing Staff had reviewed this request and there were no concerns. It does not affect the timing in terms of delivery, and Ivory Homes is currently ahead of schedule on delivering the affordable homes. Ms. Laurent stated that Ivory Homes still has the requirement to provide an annual update to the City Council.

Director Erickson requested a continuation to July 10, 2019.

Chair Phillips opened the public hearing on the MPD and the Preliminary Plat.

There were no comments.

Chair Phillips closed the public hearing.

MOTION: Commissioner Hall moved to CONTINUE the Park City Heights Phase 4 Subdivision to July 10, 2019. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed unanimously.

V.F. Land Management Code Chapter 2.11 Single-Family District – Land Management Code Text Amendment – Correcting the language for Prospector Park Subdivision 1, 2, 3 regarding side setbacks of corner lots.

Planner Astorga reported that the corrected language was specific for Prospector Park Subdivision 1, 2 and 3. In 2017 the City rearranged this specific area for the Code for clarification purposes. As that was done, a small sentence was inadvertently left out. It was legislated and forwarded to the City Council and the Code was adopted. The purpose of this amendment is to add the last sentence as shown on page 280 of the Staff report.

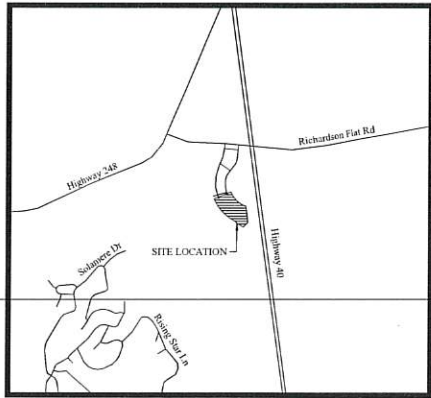
The sentence reads, "On corner Lots the Side setback that faces the street must not be less than fifteen feet (15')".

Planner Astorga noted that another amendment would change a word under Subsection F to correctly say "Side Setback is 10-feet" rather than Rear Setback.

Chair Phillips clarified that the original language of the LMC was reviewed by the Planning Commission and forwarded to the City Council; and somewhere between the Planning Commission and the City Council a sentence was omitted. Planner Astorga replied that he was correct. What the Planning Commission forwarded was the accurate Code language. The language was rearranged at the City Council level and the sentence was inadvertently omitted.

Commissioner Sletten noted that one page of the Staff report talks about Prospector Park Subdivision 1, 2 and 3; however, the next page talks about Prospector Park plus Thaynes 1 and 2 and Prospector Village. He asked if this amendment impacted all of

Exhibit G1
Site and Utility Plans



VICINITY MAP

Sheet List Table	
Sheet Number	Sheet Title
C1	COVER SHEET
C2.0	FINAL PLAT
C2.1	FINAL PLAT
C3	SITE PLAN
C4	GRADING PLAN
C5	DRAINAGE PLAN
C6	SEWER PLAN
C7	WATER PLAN
C8	EROSION CONTROL PLAN
PP01	PIPER WAY
PP02	PIPER WAY
PP03	LEDGER WAY
PP04	LEDGER WAY
PP05	STELLA WAY
PP06	STELLA WAY

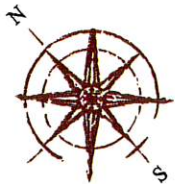
PARK CITY HEIGHTS PHASE 4

PREPARED FOR:

IVORY HOMES

LOCATED IN:

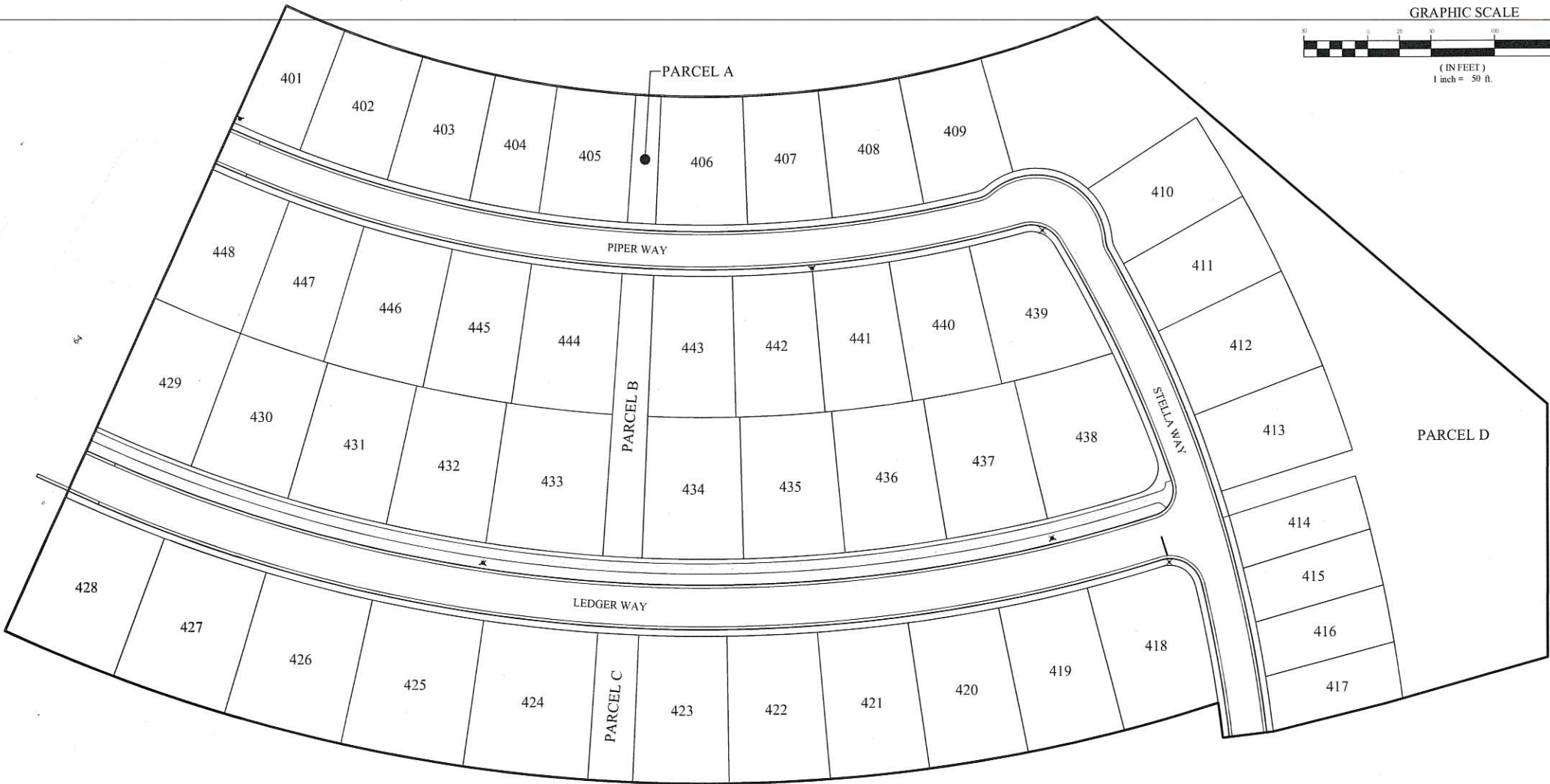
PARK CITY, SUMMIT COUNTY, UTAH



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



SITE MAP

GENERAL NOTES

- CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
- ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL CONSTRUCTION SHALL ADHERE TO PARK CITY STANDARD PLANS AND SPECIFICATIONS.
- ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.
- THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH. D). IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION, AS THERE MAY BE TEXT OR DETAIL THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

NOTICE

BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

ENGINEER'S NOTES TO CONTRACTOR

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
- ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANTY THE ACCURACY OF SUCH LINWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILD-OUT OF THE INTENDED IMPROVEMENTS.

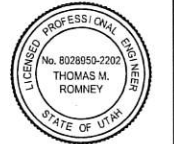
CONTACTS

ENGINEER & SURVEYOR
FOCUS ENGINEERING & SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047
(801) 352-0075
PROJECT MANAGER: MAT WANGSGAARD
SURVEY MANAGER: SPENCER LLEWELYN

OWNER/DEVELOPER
IVORY DEVELOPMENT
3340 NORTH CENTER STREET
LEHI, UTAH 84043
(801) 407-6841
CONTACT: BRAD MACKAY

BENCHMARK

SOUTH EAST CORNER OF SECTION 2
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
ELEV: 6663.44
DATUM: NAVD88



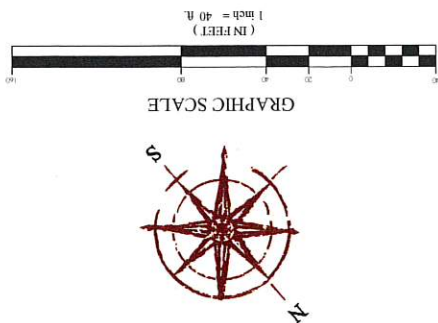
PARK CITY HEIGHTS PHASE 4
PARK CITY, SUMMIT COUNTY, UTAH
COVER SHEET

REVISION BLOCK	
#	DESCRIPTION
1	
2	
3	
4	
5	
6	

COVER SHEET

Scale: 1"=50'
Date: 04/2/19
Sheet: C1

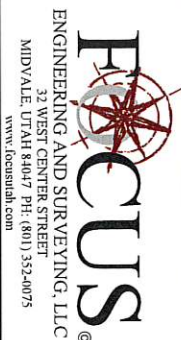
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Job #: 17-481

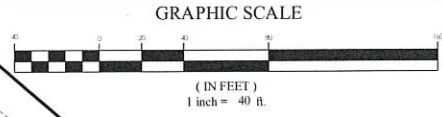
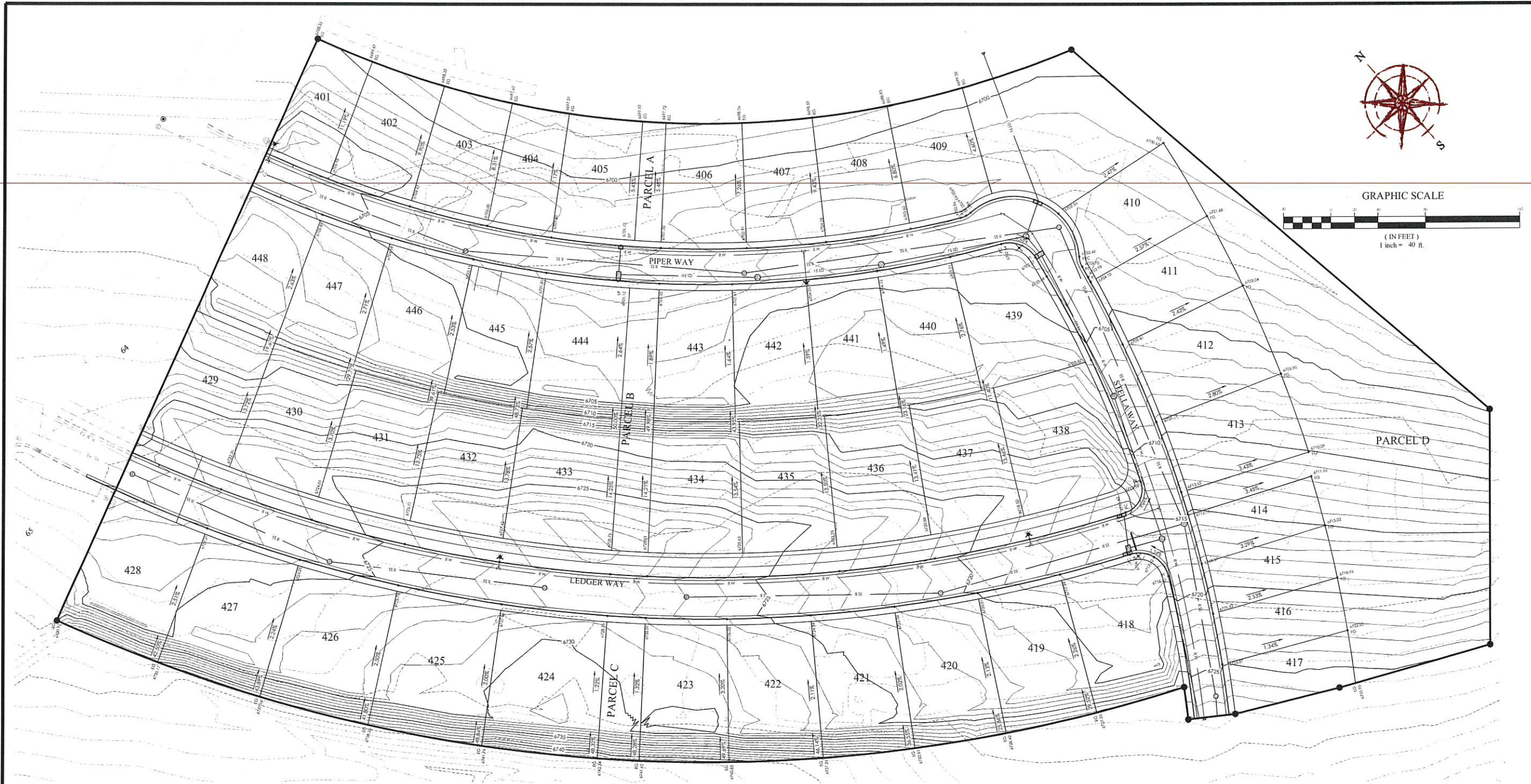


PARK CITY HEIGHTS PHASE 4

PARK CITY, SUMMIT COUNTY, UTAH

SITE PLAN





- LEGEND**
- | | |
|---|-----------------------------|
| — | BOUNDARY |
| — | ROW |
| — | CENTERLINE |
| — | LOT LINE |
| — | EASEMENT |
| — | 15" STORM DRAIN |
| — | 8" SANITARY SEWER |
| — | 8" CULINARY WATER |
| — | 8" SECONDARY WATER |
| — | CONTOUR MAJOR |
| — | CONTOUR MINOR |
| — | EXIST. STORM DRAIN |
| — | EXIST. SANITARY SEWER |
| — | EXIST. CULINARY WATER |
| — | EXIST. FENCE |
| — | EXIST. CONTOUR MAJOR |
| — | EXIST. CONTOUR MINOR |
| — | SKIN |
| — | STREET LIGHT |
| — | SD M/I INLET, AND COMBO |
| — | SEWER MANHOLE |
| — | VALVE, TEE & BEND |
| — | WATER BLOW-OFF |
| — | FIRE HYDRANT |
| — | STREET MONUMENT (TO BE SET) |
| — | EXIST. STREET MONUMENT |
| — | EXIST. SD INLET & M/I |
| — | EXIST. SEWER M/I |
| — | EXIST. VALVE, TEE & BEND |
| — | EXIST. FIRE HYDRANT |
| — | SPOT ELEVATION |

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PARK CITY HEIGHTS PHASE 4
PARK CITY, SUMMIT COUNTY, UTAH
GRADING PLAN

REVISION BLOCK	
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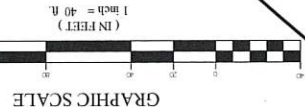
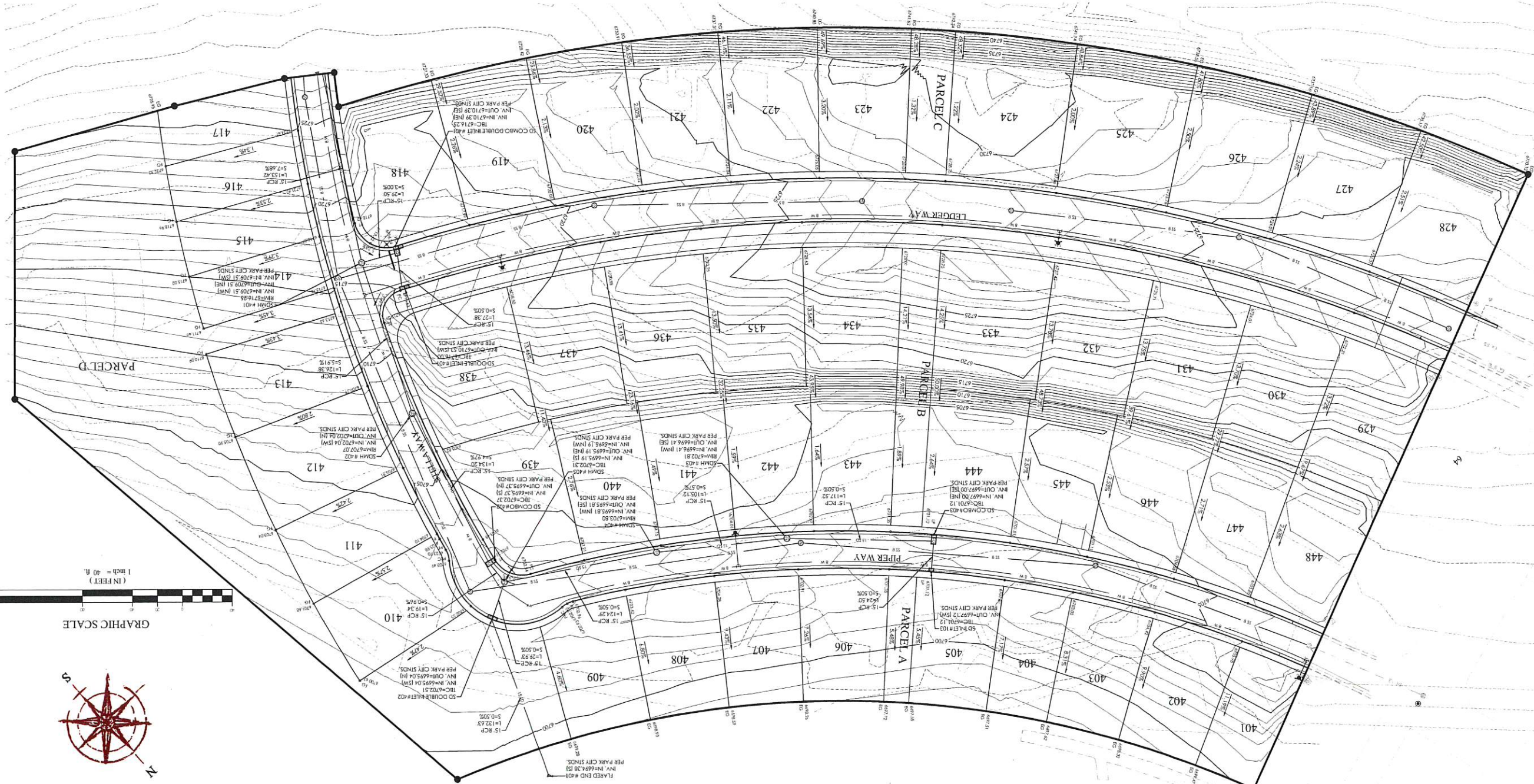


GRADING PLAN

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Date: 04/2/19 Job #: 17-481
Sheet: C4

LEGEND

BOUNDARY	---
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CEMENTLINE	---
LOT LINE	---
EASEMENT	---
12" STORM DRAIN	---
8" SANITARY SEWER	---
8" TERTIARY WATER	---
CONTOUR MAJOR	---
CONTOUR MINOR	---
EXIST. STORM DRAIN	---
EXIST. SANITARY SEWER	---
EXIST. TERTIARY WATER	---
EXIST. FENCE	---
EXIST. CONTOUR MAJOR	---
EXIST. CONTOUR MINOR	---
STREET LIGHT	---
SD MAN INLET AND COMBO	---
SEWER MANHOLE	---
VALVE, TEE & BEND	---
WATER BLOW-OFF	---
FIRE HYDRANT	---
STREET MONUMENT TO BE SET	---
EXIST. STREET MONUMENT	---
EXIST. SD INLET & MAN	---
EXIST. SEWER MAN	---
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EXIST. FIRE HYDRANT	---
SPOT ELEVATION	---



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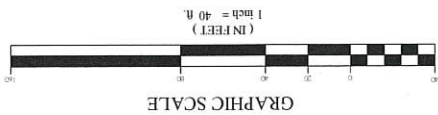
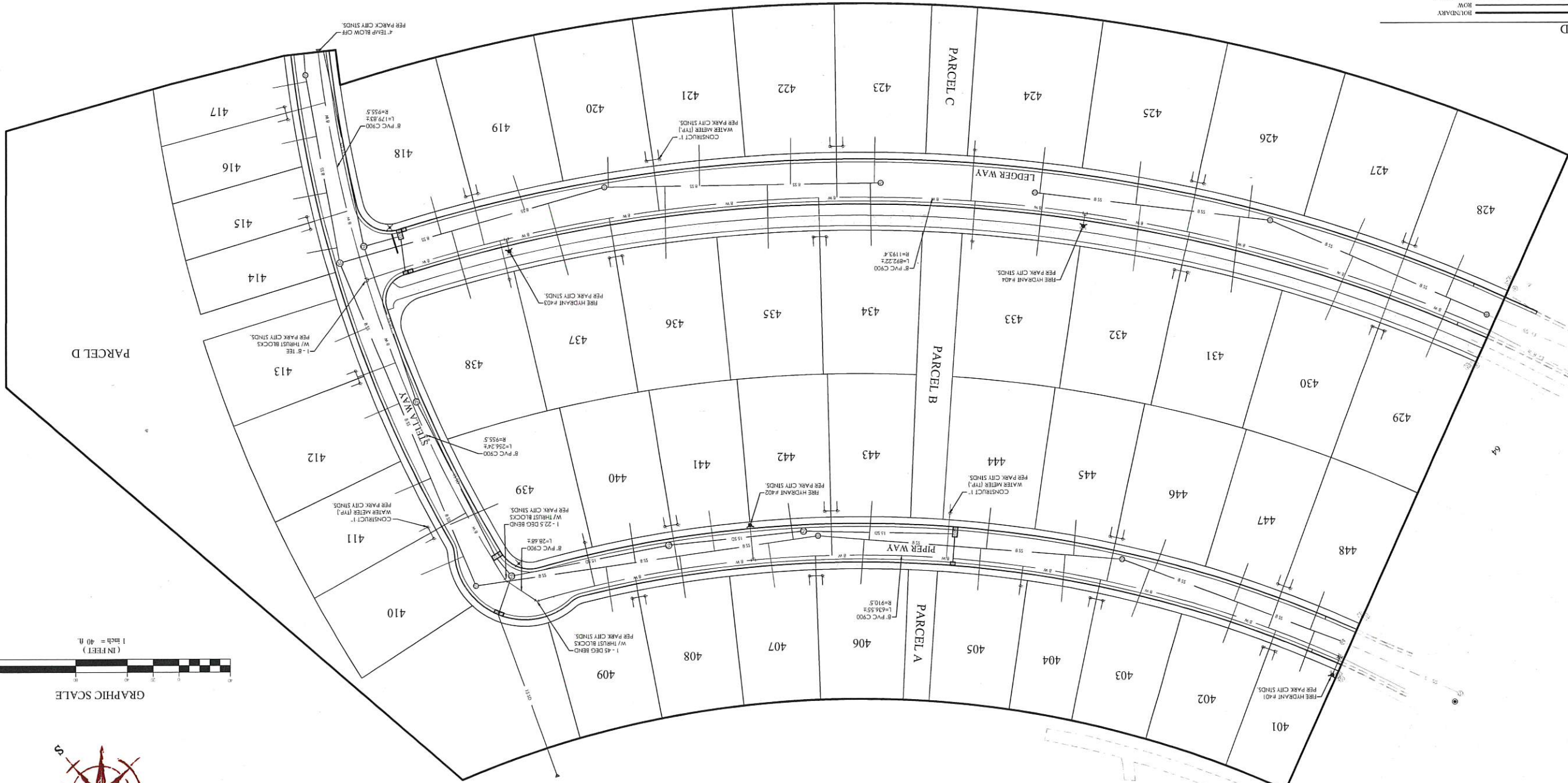
PARK CITY HEIGHTS PHASE 4
PARK CITY, SUMMIT COUNTY, UTAH
DRAINAGE PLAN



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21,207 N.J.481 Park City Heights Phase 4.dwg 17.4.17 (w/rev) sheet C5 - DRAINAGE PLAN.dwg

- LEGEND
- BOUNDARY
 - ROW
 - CESTLINE
 - LOT LINE
 - EASEMENT
 - 15' STORM DRAIN
 - 8" SANITARY SEWER
 - 8" CLIMATE WATER
 - 8" SECONDARY WATER
 - CONTR. MAJOR
 - CONTR. MINOR
 - EXIST. STORM DRAIN
 - EXIST. SANITARY SEWER
 - EXIST. CLIMATE WATER
 - EXIST. FENCE
 - EXIST. CONTOUR MAJOR
 - EXIST. CONTOUR MINOR
 - SIGN
 - STREET LIGHT
 - SD MAN. INLET AND COMBO
 - SEWER MANHOLE
 - VALVE, TEE & BEND
 - WATER BLOW-OFF
 - FIRE HYDRANT
 - STREET MONUMENT (TO BE SET)
 - EXIST. STREET MONUMENT
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 - EXIST. FIRE HYDRANT
 - SPOT ELEVATION



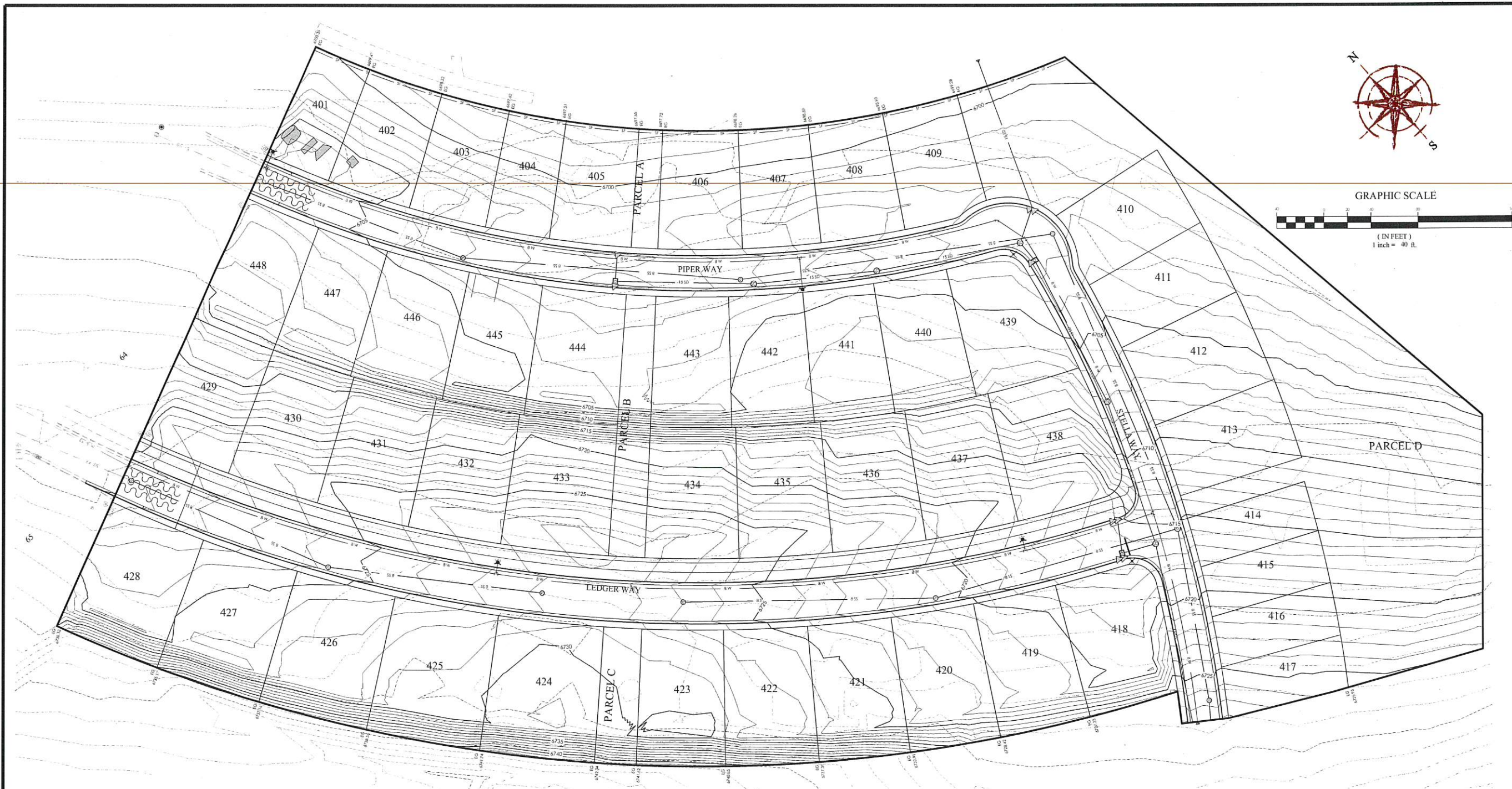
PARK CITY HEIGHTS PHASE 4
PARK CITY, SUMMIT COUNTY, UTAH
WATER PLAN

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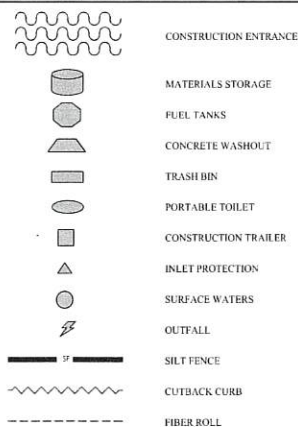
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Drawn: MHW	



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EROSION CONTROL LEGEND



SWPPP DATA:

PROJECT LOCATION (LAT/LONG):
NORTHING: 40° 40' 14" EASTING: 111° 27' 48"

RECEIVING WATERS: GREAT SALT LAKE

AREA AFFECTED:

- TOTAL PROJECT AREA IS 38.7 ACRES. AN ESTIMATED 38.7 ACRES WITHIN THE PROJECT LIMITS WILL BE DISTURBED WITH NEW CONSTRUCTION OR CONTRACTOR STORAGE ACTIVITIES.
- THE EXISTING DRAINAGE SYSTEM FOR THIS SITE CONSISTS OF EXISTING STORM DRAIN PIPING AND STRUCTURES.
- THE MAJORITY OF EXISTING SITE GRADES RANGE FROM 1.5% TO 11.1%. THE PROPOSED GRADING RAISES THE SITE APPROXIMATELY 2.52' WITH ROADS OF APPROXIMATELY 10.0% TO PROVIDE THE PROPER DRAINAGE.
- THE INITIAL SITE IS APPROXIMATELY 1.0% IMPERVIOUS. THE FINISHED SITE WILL BE APPROXIMATELY 35% IMPERVIOUS.

CONSTRUCTION ACTIVITIES:

- THE PROJECT EXTENTS CONSIST OF 39 INDIVIDUALLY GRADED RESIDENTIAL LOTS. PLANNED ACTIVITIES INCLUDE CONSTRUCTION OF THE INFRASTRUCTURE, VERTICAL CONSTRUCTION OF HOMES, LANDSCAPING AND RELATED ACTIVITIES. OTHER UPDES "NOT PERMIT" AND ANY OTHER REQUIRED STORM WATER PERMIT PRIOR TO THE BEGINNING OF CONSTRUCTION.
- INSTALL BMP'S ACCORDING TO THE PHASE OF CONSTRUCTION AS INDICATED IN THIS SWPPP.
- CONSTRUCTION ACTIVITIES WILL PROCEED AS FOLLOWS: ROUGH GRADING, UTILITY INFRASTRUCTURE, ROADWAY INFRASTRUCTURE, HOME CONSTRUCTION AND LANDSCAPING. AS NEW DRAINAGE ELEMENTS ARE COMPLETED, CONTRACTOR SHALL IMPLEMENT THE USE OF PROPER BMP'S AS OUTLINED IN SECTION 3.3.18 IN THE UPDES PERMIT REGULATIONS.
- SITE STABILIZATION OF AREAS DISTURBED BY CONSTRUCTION ACTIVITIES MUST BE FINISHED WITHIN 14 DAYS OF COMPLETION OF CONSTRUCTION AND PRIOR TO OBTAINING AN "NOT PERMIT".

- CLEAR SITE OF NON-ESSENTIAL MATERIALS AND CLEAN STREETS AND ASSOCIATED GUTTERS, UPON PROJECT COMPLETION AND OBTAINING "NOT PERMIT". REMOVE TEMPORARY STORM WATER MEASURES AND PERFORM REQUIRED STORM DRAIN SYSTEM MAINTENANCE PRIOR TO RELEASE OF SYSTEM TO THE OWNER.

RUNOFF COEFFICIENTS OF DISCHARGE:

- THE EXISTING RUNOFF COEFFICIENT FOR THE PROJECT AREA IS ESTIMATED TO BE 0.15. THE PROPOSED RUNOFF COEFFICIENT WILL BE APPROXIMATELY 0.41 FOR THE PROPOSED IMPROVEMENTS UPON COMPLETION OF IMPROVEMENTS.
- DISCHARGE FROM THE SITE WILL BE THROUGH THE EXISTING STORM DRAIN SYSTEM.

GENERAL STORM WATER POLLUTION CONTROL NOTES:

- FOR INSTALLATION PROCEDURES, SEE SWPPP DETAIL, BEST MANAGEMENT PRACTICES (BMP) SPECIFICATIONS IN SECTION 5.
- THE BMP'S AND SITE WILL BE MONITORED REGULARLY. ANY ADDITIONAL BMP'S THAT ARE NEEDED WILL BE DETERMINED DURING REGULAR INSPECTIONS AND INSTALLED ACCORDING TO SPECIFICATION. ANY CHANGES TO PROTECT BMP'S WILL NEED TO BE REFLECTED ON THE SWPPP MAP(S).
- SWPPP PLAN COMPILED FROM INFORMATION OBTAINED FROM MATERIAL PRODUCED BY:
32 WEST CENTER STREET
MIDVALE, UTAH 84047
PH: (801) 352-0075

ALL INFORMATION SHOWN ON SWPPP MAPS WAS TAKEN OR DERIVED FROM THE ABOVE STATED SOURCE. ANY INFORMATION NOT DEPICTED WAS NOT PROVIDED AS PART OF THIS PROJECT.

SWPPP NOTES:

- ALL CONSTRUCTION PERIOD BEST MANAGEMENT PRACTICES ARE TO BE INSPECTED AND MAINTAINED AT LEAST WEEKLY, ALSO BEFORE AND AFTER EACH STORM EVENT.
- CONTRACTOR SHALL BE REQUIRED TO KEEP A RECORD OF ALL INSPECTIONS AND MAINTENANCE ON SITE.
- ESTIMATED RUN OFF COEFFICIENT UPON COMPLETION OF CONSTRUCTION ACTIVITIES = 0.41



PARK CITY HEIGHTS PHASE 4

PARK CITY, SUMMIT COUNTY, UTAH

EROSION CONTROL PLAN

REVISION BLOCK:	
#	DESCRIPTION
1	
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EROSION CONTROL PLAN

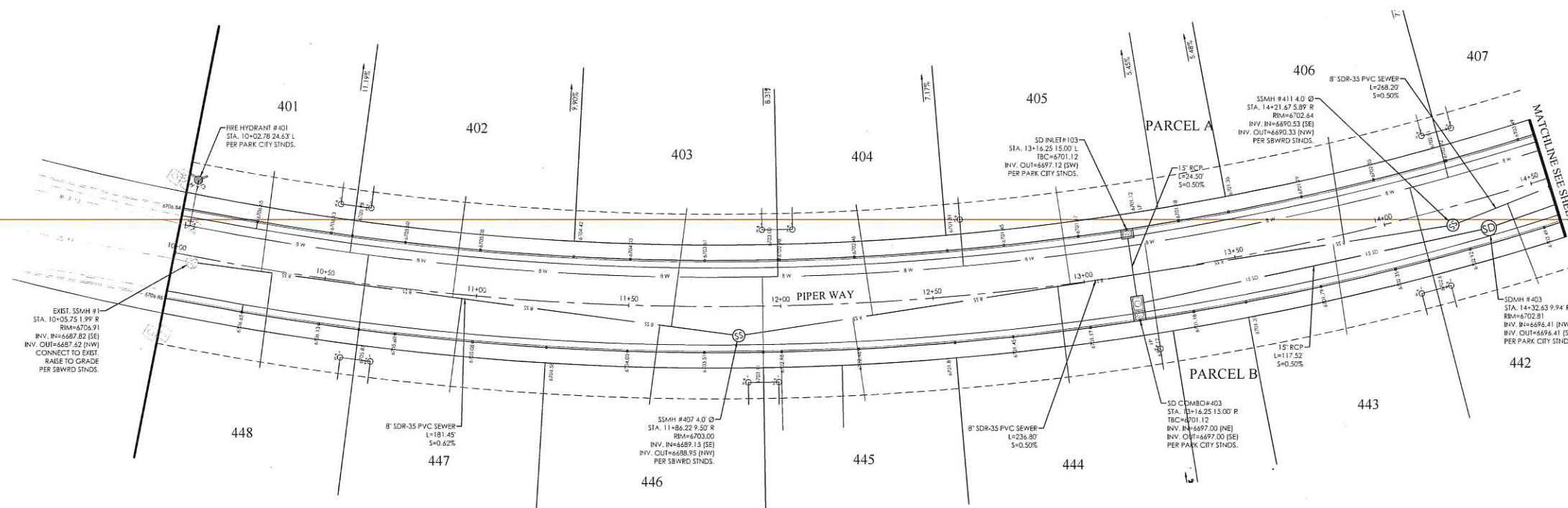
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Sheet: C8

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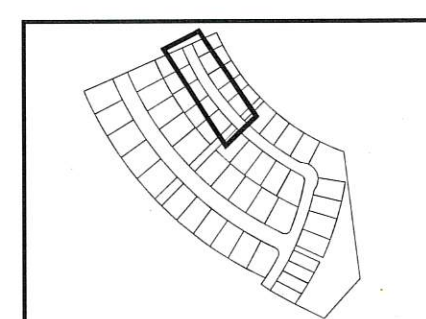


Exhibit G2

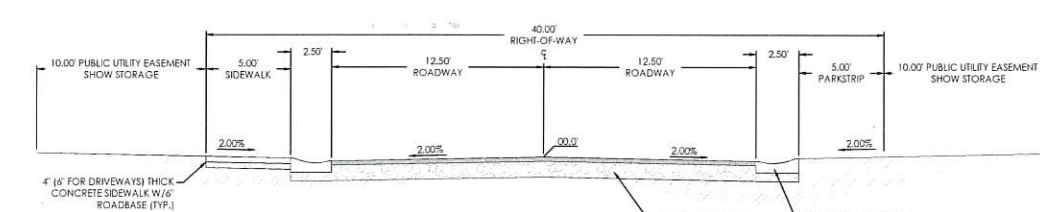
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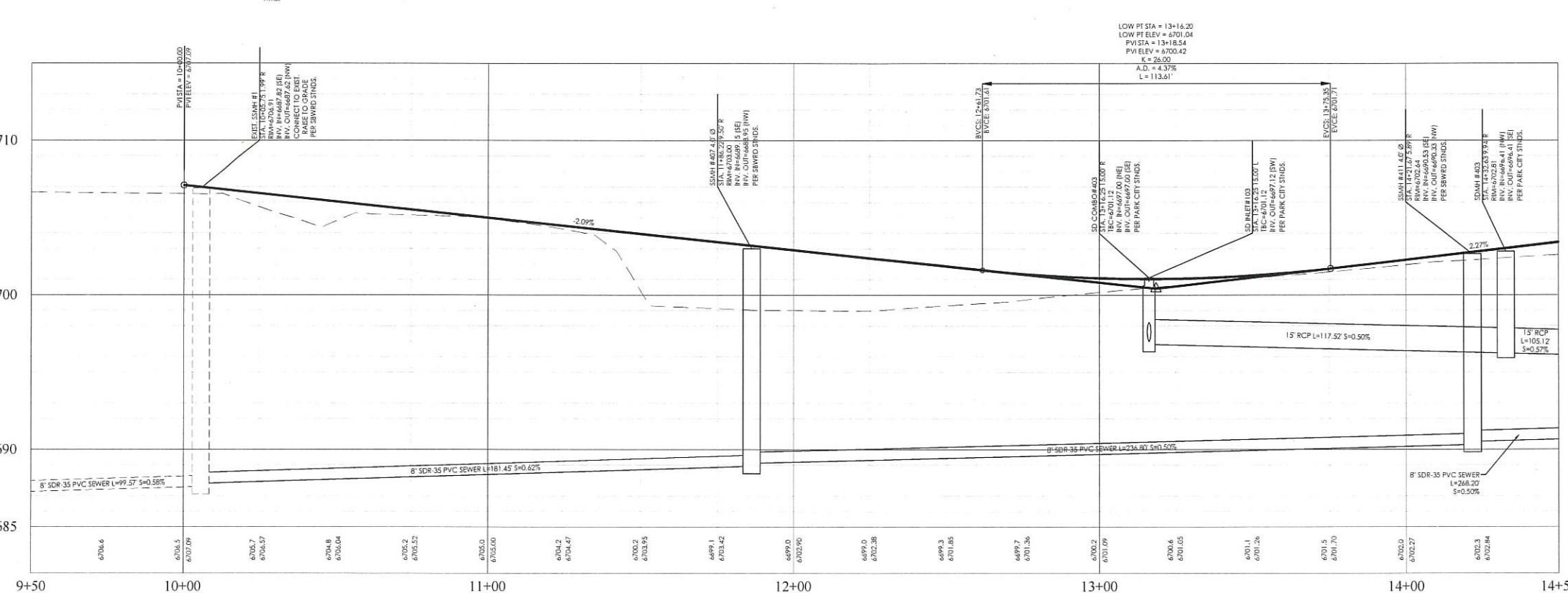
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- BOUNDARY
 - ROW
 - CENTERLINE
 - LOT LINE
 - EASEMENT
 - 15" STORM DRAIN
 - 8" SANITARY SEWER
 - 8" CULINARY WATER
 - 8" SECONDARY WATER
 - CONTOUR MAJOR
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 - EXIST. SD INLET & MH
 - EXIST. SEWER MH
 - EXIST. VALVE, TEE, & BEND
 - EXIST. FIRE HYDRANT
 - SPOT ELEVATION



KEY MAP
N.T.S.

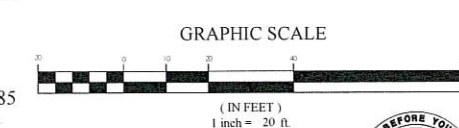


40' RESIDENTIAL ROAD (PIPER WAY)
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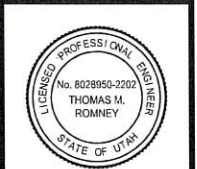


PIPER WAY PROFILE

BENCHMARK
SOUTHEAST CORNER OF SECTION 2
TOWNSHIP 2 SOUTH RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
ELEV. 6663.44
DATUM: NAVD83



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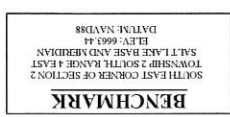
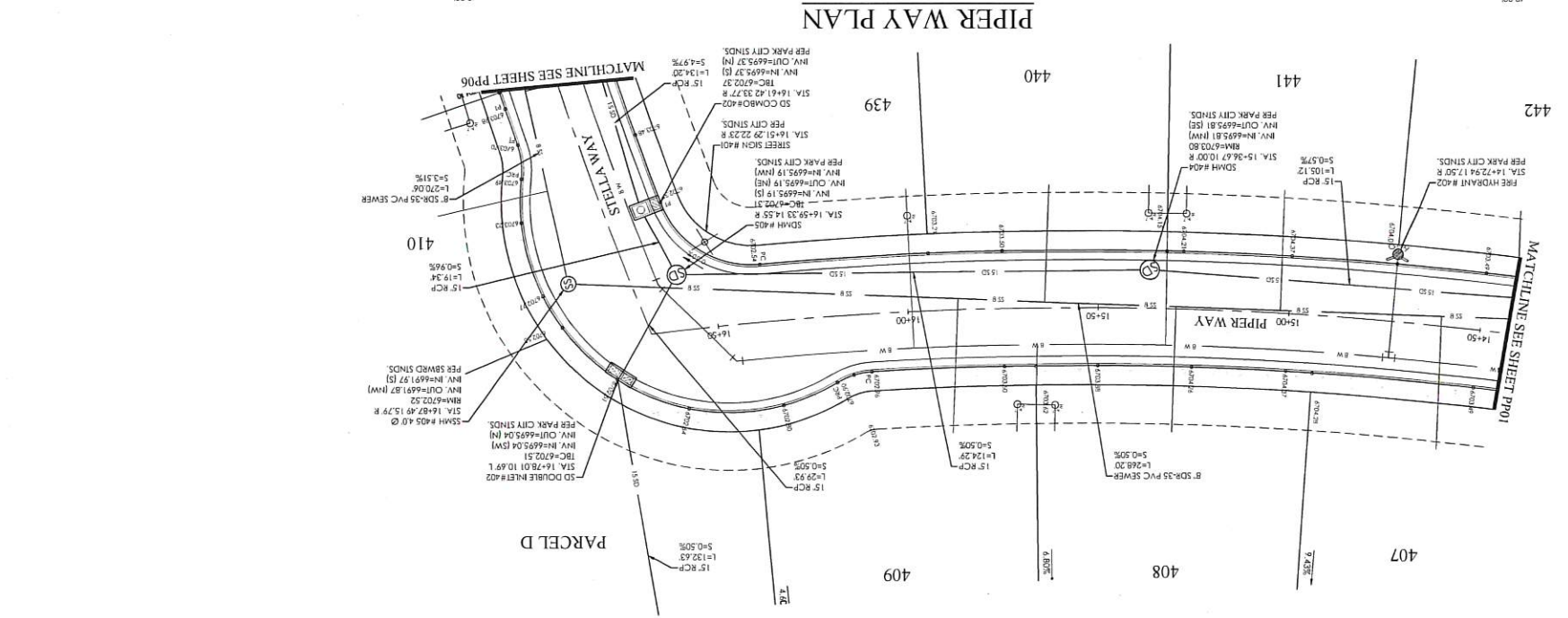


PARK CITY HEIGHTS PHASE 4
PARK CITY, SUMMIT COUNTY, UTAH
PIPER WAY

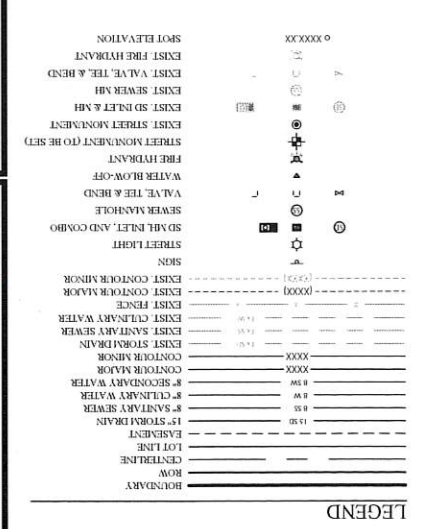
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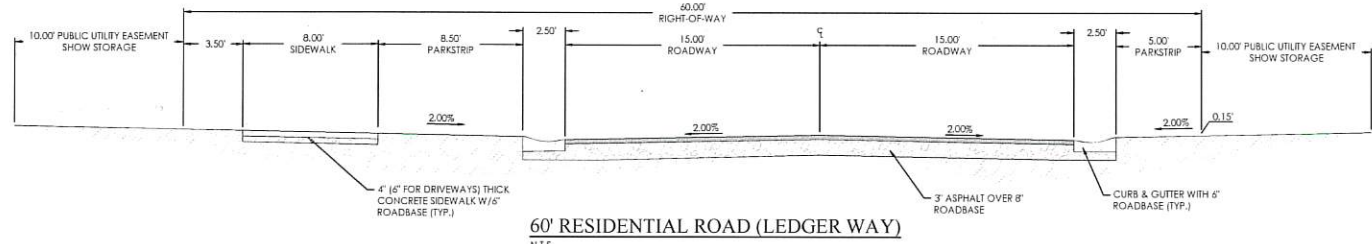
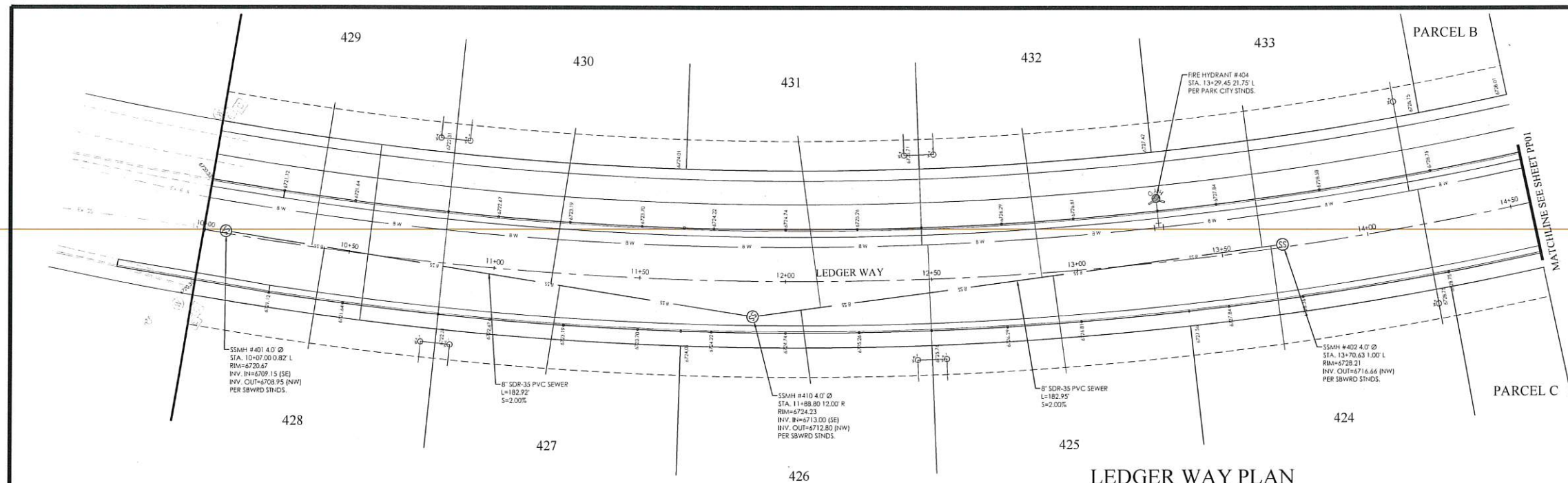
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PIPER WAY
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Sheet: PP01
Drawn: MHW
Job #: 17-481

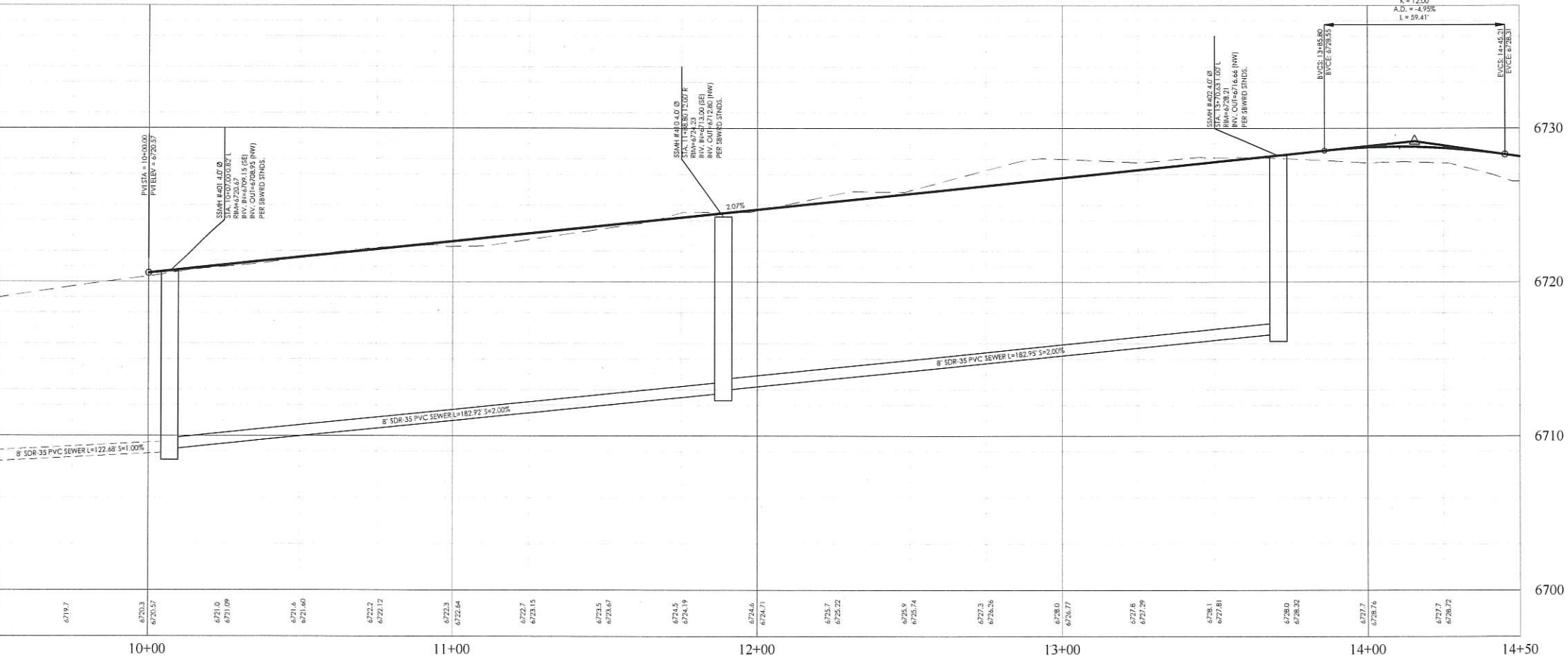


PARK CITY HEIGHTS PHASE 4
PARK CITY, SUMMIT COUNTY, UTAH
PIPER WAY



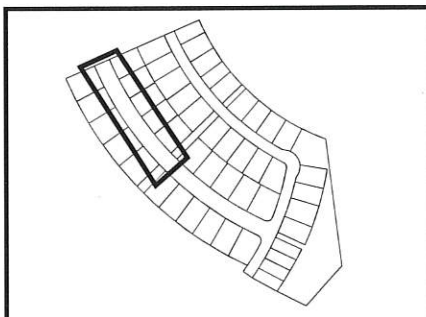


LEDGER WAY PLAN



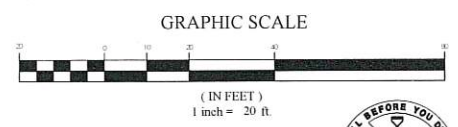
LEDGER WAY PROFILE

- LEGEND**
- BOUNDARY
 - ROW
 - CENTERLINE
 - LOT LINE
 - EASEMENT
 - 15" STORM DRAIN
 - 8" SANITARY SEWER
 - 8" CULINARY WATER
 - 8" SECONDARY WATER
 - CONTOUR MAJOR
 - CONTOUR MINOR
 - EXIST. STORM DRAIN
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 - EXIST. FENCE
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 - STREET MONUMENT (TO BE SET)
 - EXIST. STREET MONUMENT
 - EXIST. SD INLET & MH
 - EXIST. SEWER MH
 - EXIST. VALVE, TEE, & BEND
 - EXIST. FIRE HYDRANT
 - SPOT ELEVATION



KEY MAP
N.T.S.

BENCHMARK
SOUTH EAST CORNER OF SECTION 2
TOWNSHIP 2 SOUTH RANGE 4 EAST
SALT LAKE BASIN AND MERIDIAN
ELEV: 6663.44
DATUM: NAVD83



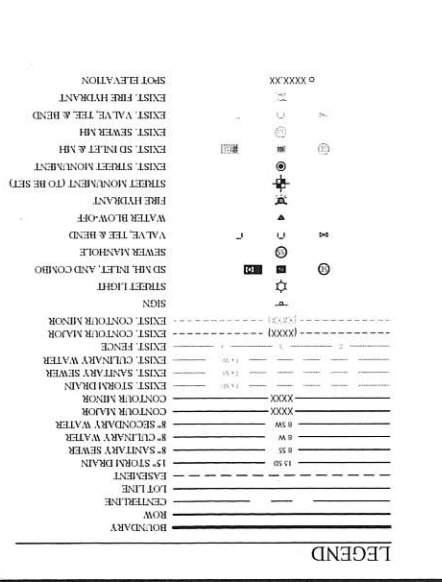
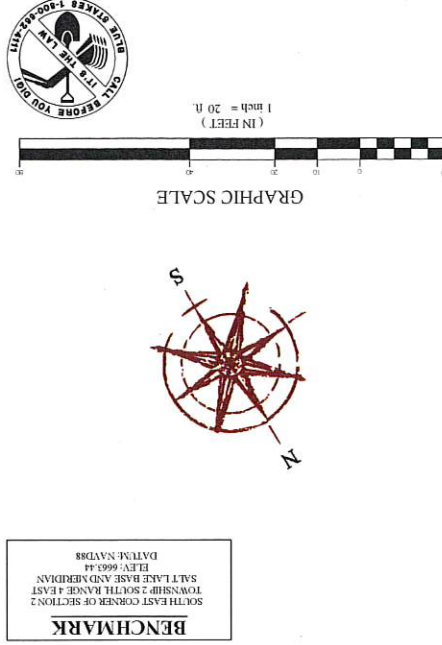
PARK CITY HEIGHTS PHASE 4
PARK CITY, SUMMIT COUNTY, UTAH
LEDGER WAY

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LEDGER WAY

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Date: 04/2/19
Sheet: PP03

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Job #: 17-481





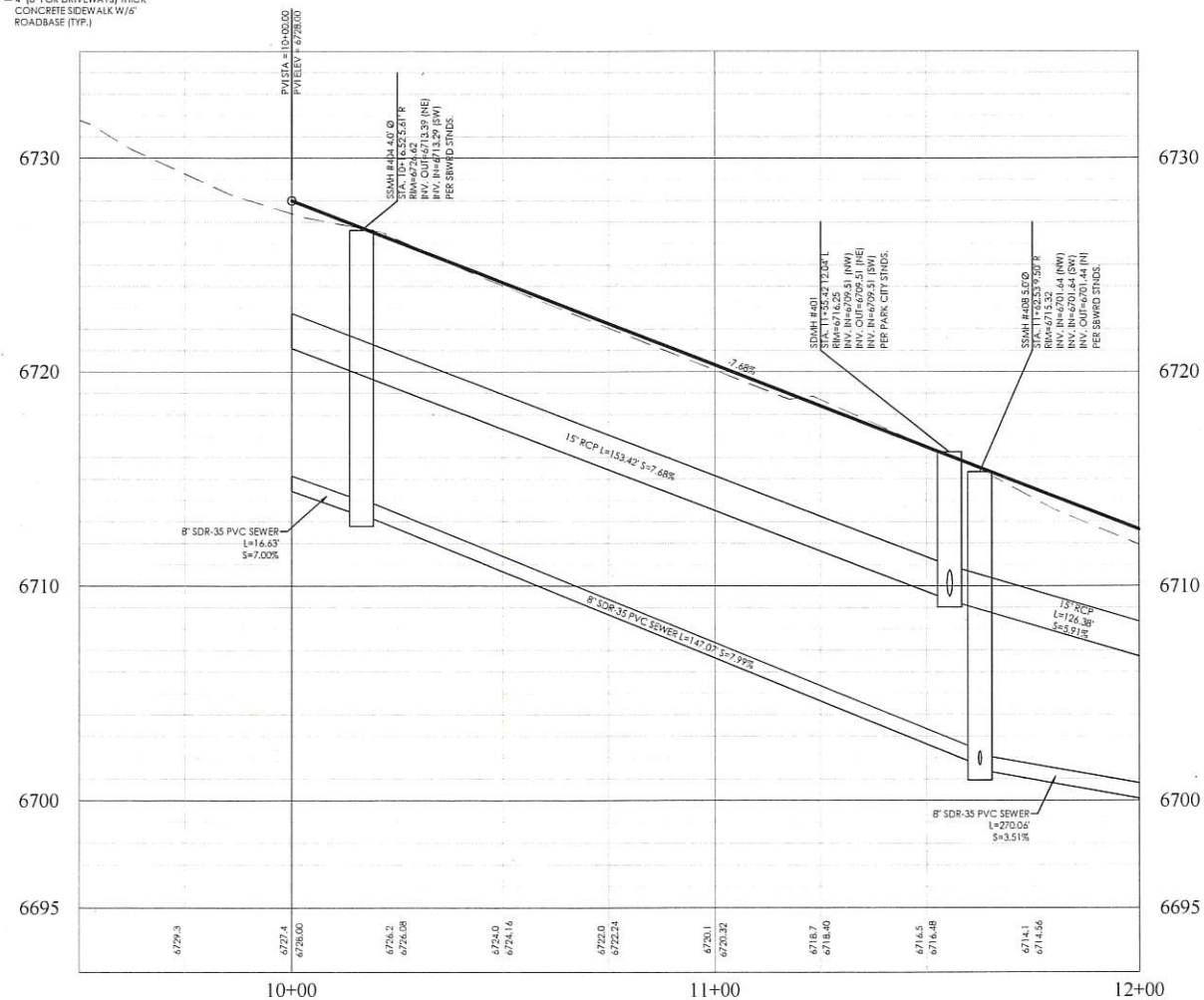
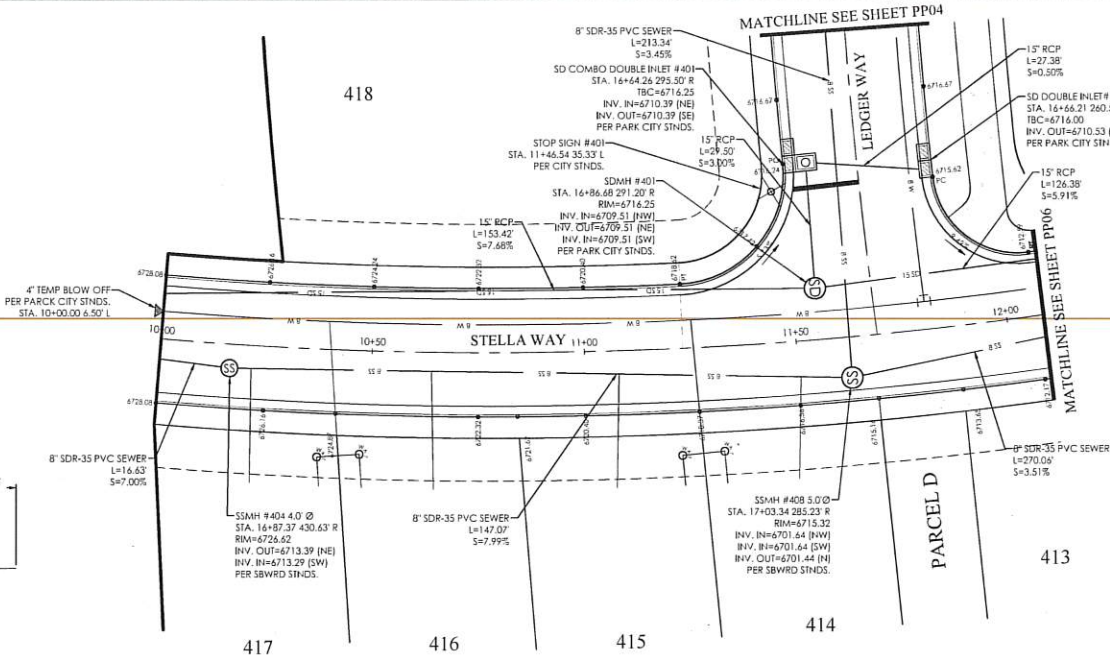
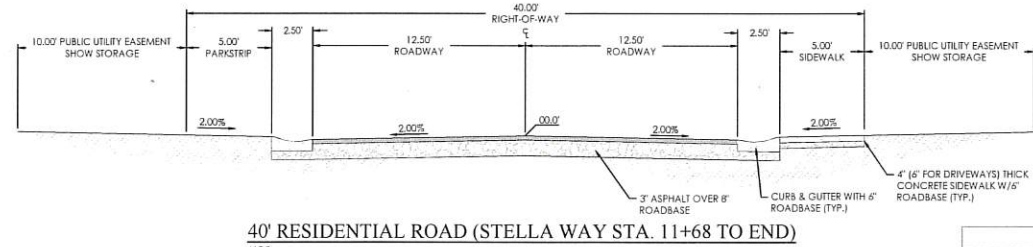
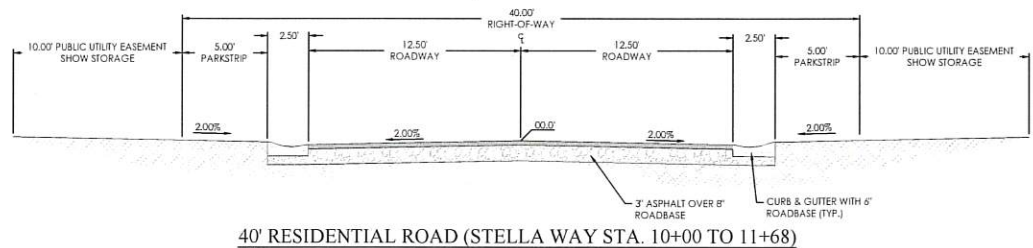
HCUS[®]

 ENGINEERING AND SURVEYING, LLC

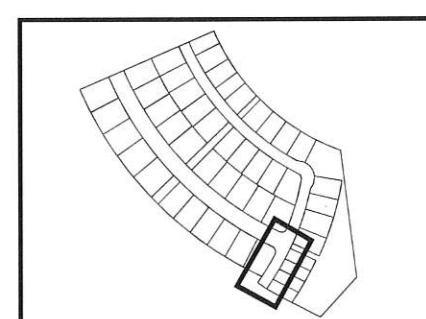
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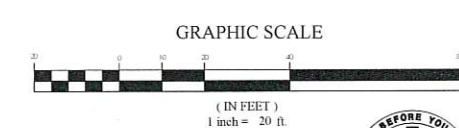
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- LEGEND**
- BOUNDARY
 - ROW
 - CENTERLINE
 - LOT LINE
 - EASEMENT
 - 15" STORM DRAIN
 - 8" SANITARY SEWER
 - 8" CULINARY WATER
 - 8" SECONDARY WATER
 - CONTOUR MAJOR
 - CONTOUR MINOR
 - EXIST. STORM DRAIN
 - EXIST. SANITARY SEWER
 - EXIST. CULINARY WATER
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 - SPOT ELEVATION



BENCHMARK
SOUTH EAST CORNER OF SECTION 2
TOWNSHIP 2 SOUTH RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
ELEV: 6663.44
DATUM: NAVD83



PARK CITY HEIGHTS PHASE 4
PARK CITY, SUMMIT COUNTY, UTAH
STELLA WAY

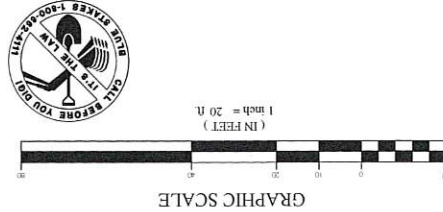
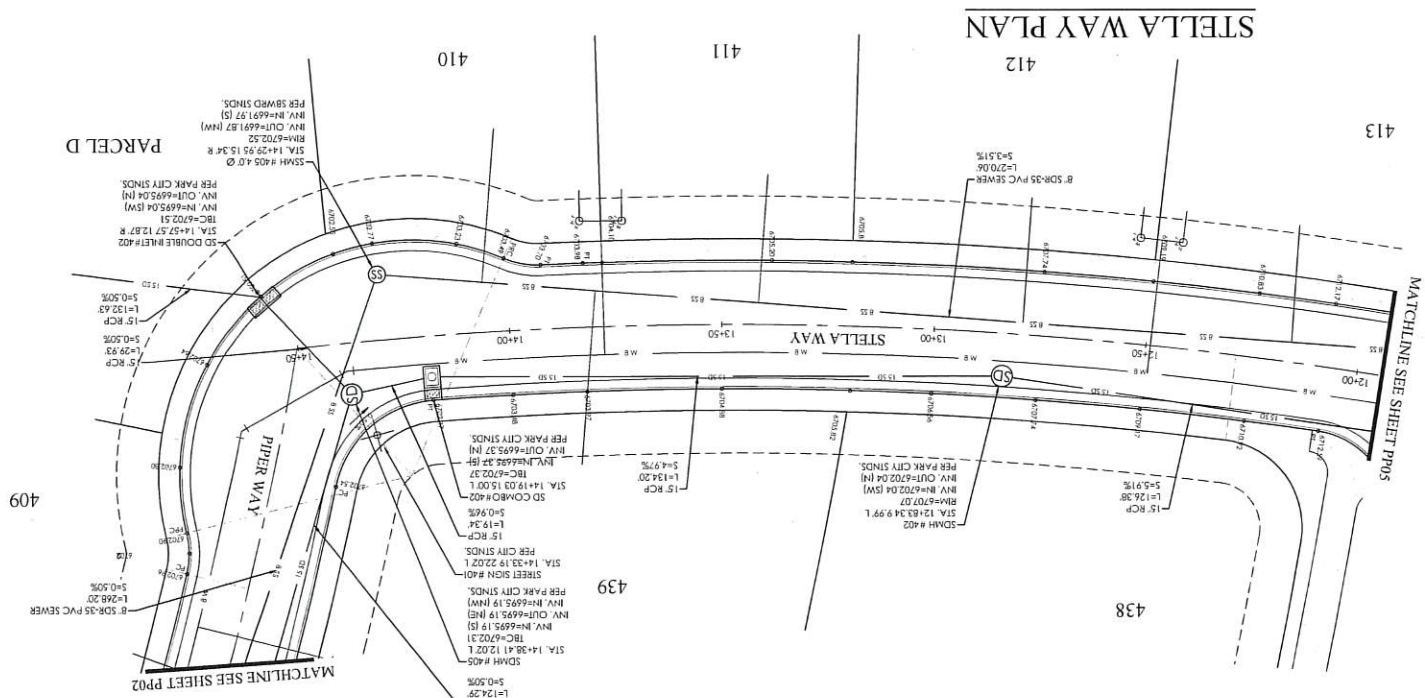
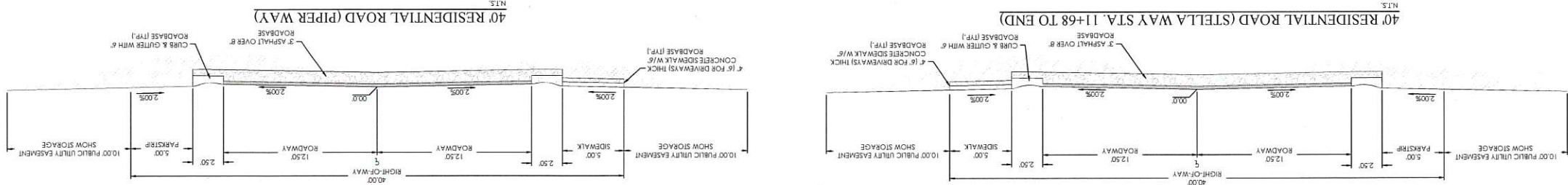
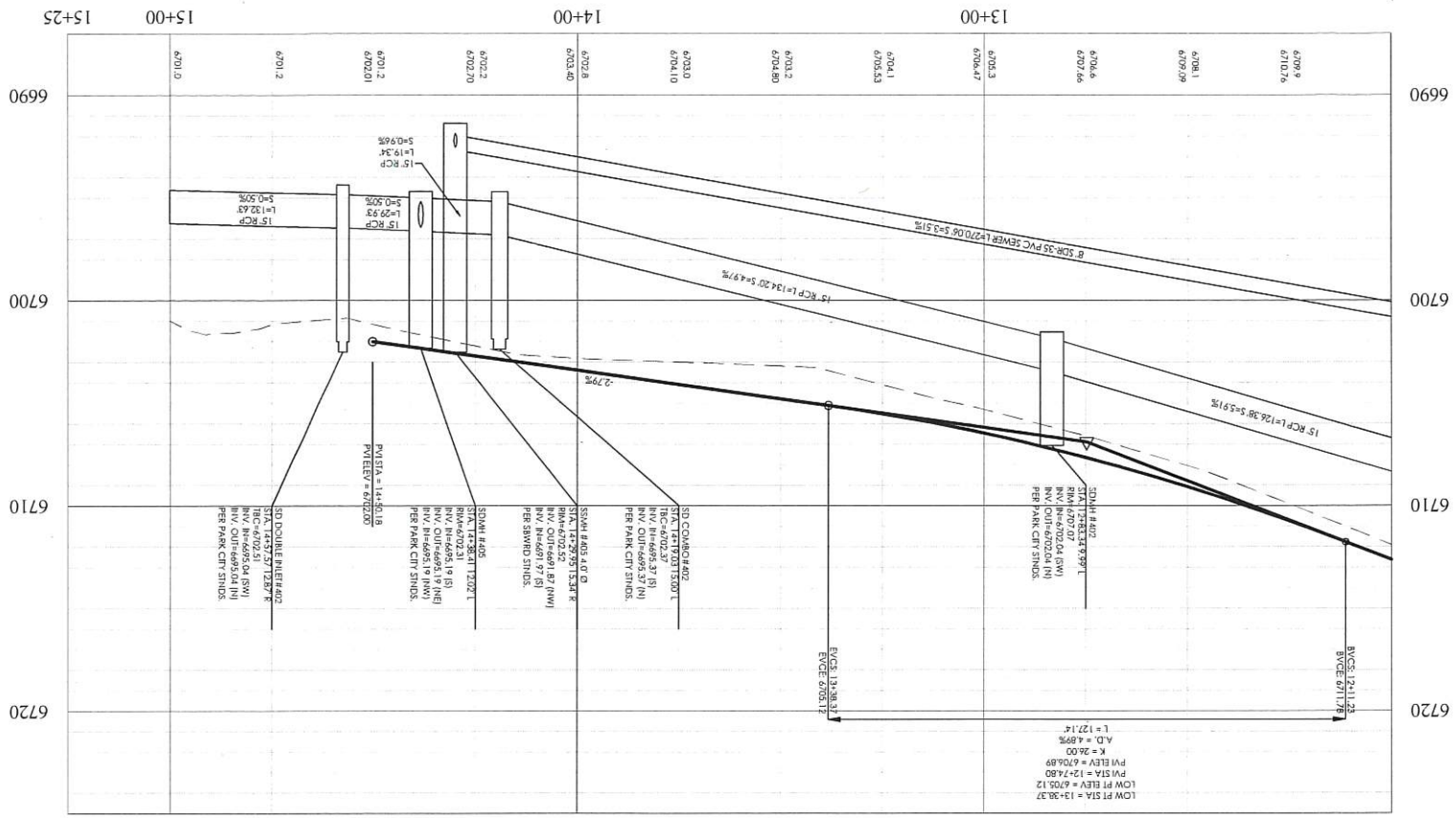
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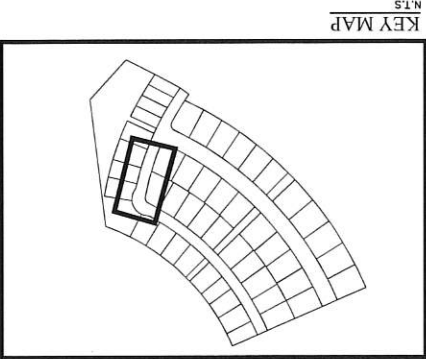
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Sheet: PP05

Drawn: MHW
Job #: 17-481



BENCHMARK
SOUTH EAST CORNER OF SECTION 2
TOWNSHIP 2 SOUTH RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
ELEV: 6663.44
DATE: 11/14/88



REVISION BLOCK		DATE	
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6	1/1/19	1/1/19	1/1/19

PARK CITY HEIGHTS PHASE 4
PARK CITY, SUMMIT COUNTY, UTAH
STELLA WAY



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Exhibit H

Amended Park City Heights MPD Conditions and Park City Height Design Guidelines

<https://www.parkcity.org/Home/ShowDocument?id=49980>

Exhibit I

An Amended Affordable Housing Mitigation Plan



January 17, 2019

Christopher P. Gamvroulas
Ivory Development
978 Woodoak Lane
Salt Lake City, UT 84117

NOTICE OF HOUSING AUTHORITY ACTION

<u>Description:</u>	Updated/Amended Affordable Housing Mitigation Plan
<u>Project Title:</u>	Park City Heights Master Planned Development
<u>Date of Action:</u>	January 8, 2019

Summary of Housing Authority Action

On January 8, 2019 Park City Housing Authority approved an amended Housing Mitigation Plan for the phased completion and sale of 79 deed restricted units in fulfillment of the affordable housing obligation at Park City Heights Master Planned Development. Completed units will include 28 Park Town Homes (7 four-plex buildings), 35 Park Homes and 16 larger Cottage Homes.

Findings of Fact:

1. The applicable Development Agreement was recorded November 4, 2014.
2. A total of 44.78 Affordable Unit Equivalents (AUEs) in the form of 28 Park Town Homes will be constructed in fulfillment of the affordable housing obligation associated with IHC/Burbs Annexation. These units will be provided on Lots T1-T28 and in accordance with Housing Resolution 17-99.
3. A total of 16 larger Cottage units (equal to 32 AUEs) are in fulfillment of the housing obligation incurred by the MPD in a CT zone (20% of total units). In the first phase the affordable units will be located on the following lots: 36, 39, 42, 54, and 75. Affordable units for subsequent phases will be identified with the Final Subdivision plats for those phases. These units will be provided in accordance with Housing Resolution 17-99.
4. A total of 35 Park Homes are included in the subdivision made possible by early participation by the City. These units will be located on Lots 1-35 and will be developed in accordance with Housing Resolution 20-07.
5. The Developer must submit a Housing Mitigation Plan to the Park City Housing Authority for approval prior to the issuance of building permits. The Housing Mitigation Plan shall address the following: 1) the schedule setting forth the phasing of the required AUEs, which will be in conjunction with the overall

phasing and development plan of the community; 2) a description of the marketing plan including how the Developer is addressing the City's local preference options; 3) anticipated sale prices by unit type, recognizing that the community will be developed over several years and in a variety of market conditions; 4) the method by which the units will remain affordable; and 5) the term and duration of affordability. A deed restriction shall be recorded against the plat prior to the issuance of building permits. The Developer shall comply with the Affordable Housing requirements prior to receiving any certificates of occupancy, as detailed in the amended Master Planned Development conditions of approval as attached hereto as Exhibit C.

6. An initial Housing Mitigation Plan was approved by the Housing Authority on July 17, 2014 attached as Exhibit A. The plan was for completion of the first 10 homes (six Park Homes and four Park Town Homes) to be priced between \$240,000 and \$400,000. A condition of approval was that Ivory Homes return to the Housing Authority by December of each year beginning in 2015 with a status report that includes: number of units built, sale prices, balance remaining, projections for the next year including number of units in each type and pricing for the next year, and any requested adjustments to the Housing Mitigation Plan.
7. The first 10 homes addressed in the July 2014 Mitigation Plan were completed in the fall of 2016 and released for sale on December 16, 2016.
8. An amended Housing Mitigation Plan including pricing for all 79 units was approved by the Housing Authority on December 15, 2016 and attached as Exhibit B.
9. Another amended Housing Mitigation Plan was approved by the Housing Authority on January 8, 2019 attached as Exhibit C.

Conclusions of Law:

1. This Amendment is consistent with the Development Agreement between Ivory Homes and Park City Municipal Corporation recorded on November 4, 2014.
2. This Amendment complies with multiple, applicable Housing Resolutions as follows: 44 units under Housing Resolution 17-99 and 35 units under Housing Resolution 20-07.

Conditions of Approval:

1. Ivory Homes will return to the Housing Authority by December of each year beginning in 2015 with a status report that includes: number of units built, sale prices, balance remaining, projections for the next year including number of units in each type and pricing for the next year, and any requested adjustments to the Housing Mitigation Plan.
2. Any changes to the unit pricing, bedroom count or completion schedule included in the Amended Housing Mitigation Plan in Exhibit C will require approval by the Housing Authority.
3. 28 Park Town Homes, 35 Park Homes and five (5) Cottage Homes will be completed by the end of 2020.
4. 11 Cottage homes will be completed by 2025.

5. Certificates of Occupancy will be withheld on the last 10% of the Market Units (16 units) until Certificates of Occupancy have been issued for all 79 affordable/attainable units.

Attached are Exhibits as follows:

Exhibit A = Original Housing Mitigation Plan approved on July 17, 2014

Exhibit B = Amended Housing Mitigation Plan approved on December 15, 2016.

Exhibit C = Amended Housing Mitigation Plan approved on January 8, 2019.

If you have any questions about this action letter, please contact me. I can be reached at 435-615-5152 or via email at rhoda.stauffer@parkcity.org.

Sincerely,

A handwritten signature in black ink that reads "Rhoda J. Stauffer". The signature is written in a cursive, flowing style.

Rhoda J. Stauffer
Affordable Housing Program

December 7, 2018 (DRAFT)

Park City Housing Authority
PO Box 1480
Park City, UT 84060

Park City Heights – Amended Housing Mitigation Plan

Project: Park City Heights Master Planned Development

Developer: Ivory Homes

General:

On May 11, 2011 the Master Planned Development (MPD) for Park City Heights was approved for a mixed residential development consisting of 160 market rate units and 79 affordable/attainable units on 239 acres. An amendment to the MPD was approved on November 6, 2013, this addressed relocation and configuration of lots and streets. As part of the approval the Developer is required to satisfy an affordable/attainable housing requirement with forty-four (44) units approved under the 17-99 Housing Resolution and thirty-five (35) units approved under the 20-07 Housing Resolution.

The units will be large enough to capture all of the square footage necessary under the AUE obligations. All affordable/attainable units are to be for sale units. None of the units are intended to be rented by the Developer or future owners. Restrictions and priorities may include qualification options, sales price limits/range, rental restrictions and affordability terms.

Phasing Schedule:

The Project may be plated in phases in accordance with the approved phasing plan. The following schedule is provided to indicate the required AUE's to be built in each phase. However, each primary phase may include sub-phases as market conditions dictate and the phases may be adjusted.

Phase 1 – 103 Units

- 68 Affordable/Attainable – To be completed by December 31, 2020
- 35 Market Rate Units

Phase 2 – 39 Units – Was 47

- 0 Affordable/Attainable Was 5
- 39 Market Rate Units Was 42

Phase 3 – 2 Units Was 34

- 0 Affordable/Attainable Was 2
- 2 Market Rate Units Was 32

Phase 4 – 47 Units Was 29

- 3 Affordable/Attainable Was 4 – To be completed by December 31, 2025
- 44 Market Rate Units Was 25

Phase 5 – 48 Units Was 15

- 8 Affordable/ Attainable Was 0 – To be completed by December 31, 2025
- 40 Market Rate Units Was 15

Phase 6 is Removed – Was 11 Market Units

All Phases 79 Affordable/ Attainable Units (or equivalent AUE's)
 160 Market Rate Units

Total: 239 Units

Construction Timing:

The general layout and concept plan for Park City Heights dictates that the infrastructure is built from the lowest point of the slope (north) or entrance of the project to the highest point on the mountain (south). Because construction dictates this development pattern and the majority of affordable/attainable units are lower on the hill, the affordable/attainable units will be constructed at a different rate than market rate units. All of the affordable/attainable units will receive a certificate of occupancy prior to issuance of building permits for the last ten (10) percent of the market rate units. Project and housing requirements dictate that the affordable/attainable units are built in conjunction with the market rate units. The developer is front loading as many affordable/attainable units as possible to ensure that the requirements are satisfied. **In**

Phase I, 68 affordable/attainable units will be completed . The balance of 11 units will be completed in Phases 4 & 5.

Phase 1 construction began in 2016 for a total of sixty-eight (68) affordable/attainable units. The first Certificates of Occupancy were issued completed in the fall of 2016. The first affordable/attainable unit will be ready for occupancy prior to the first market rate unit. The majority of the affordable/attainable units are clustered at the entrance to the Subdivision and the Developer will ensure that the units are built with high quality building materials and well maintained. Projected absorption rate is 8-12 units per year as dictated by the market.

Phase 1 – Year 1 Projection = 10 Total Units

TYPE OF UNIT	NUMBER OF UNITS	NUMBER OF BEDROOMS	SQUARE FEET PER UNIT
Park Home – Single Family	6	3	1,600 – 2,100
Park Home – Townhome	4	2-3	1,000 – 1,400

Product Pricing:

The intent is to offer a wide range of both product type and product pricing. Pricing in the first building of the Attached Park Home Townhomes product in Phase 1 will begin in the \$240,000 range and go upwards of \$400,000 for the Single Family Detached Park Homes, depending on unit type, bedroom counts, square footage, and construction finishes. Developer will work with Park City Municipal Corp to determine final sales pricing as well as product type and size. It is anticipated that attached units will be priced lower and

single family detached units will be closer to the maximum price range, thus having a greater range of diversity. Pricing for the first ten (10) units is now set as shown in the attached spreadsheet (Exhibit B) for the Park Home Townhome units T25, T26, T27, T28 and Park Home Single Family Detached Units 1,2,3,10,11 and 12. Any changes to the unit pricing, bedroom count, or completion schedule included in Exhibit B will require approval by the Housing Authority.

Marketing Plan:

Developer agrees to give priority to those full-time employees who work within the area of the Park City School District boundaries, particularly essential workers. This area includes but is not limited to Intermountain Healthcare Park City Medical Campus, USSA Headquarters and Training Annexation.

Developer will hold information seminars with these target groups to discuss the qualifications for purchasing deed restricted affordable/attainable housing units. Developer will also provide Credit Repair Services for all of those in need of such services.

Methodology of Affordability:

Affordability Defined

Affordability is defined such that the total amount of the mortgage, basic utilities, taxes, insurance and HOA payments may not account for more than 30% of household income. The median wage of the core Park City workforce is determined annually by the City Council.

Affordable Unit Equivalent

There are two resolutions that govern the affordable/attainable units in Park City Heights. Resolution 17-99 dictates that a two-bedroom unit with 800 square feet of Net Livable Space is considered one Affordable Unit Equivalent; and Resolution 20-07, dictates that a two-bedroom unit with 900 square feet of Net Livable Space is considered one Affordable Unit Equivalent.

Average of Affordability

The intent is to maintain an average rate of affordability. Flexibility must be given in the Housing Mitigation Plan in an attempt to maximize a level of affordability. There may be some single-family units that fall outside of the affordable range, alternatively, providing attached units could keep the average rate of affordability lower delivering a lower average price.

Compliance Standards

It is anticipated that there will be a mix of unit types and standards as outlined below:

- All affordable units will be built to a minimum LEED Certified OR NAHB Green level and appliances & light bulbs shall be Energy Star qualified products.
- Size differentials of the exterior appearance of the cottage home affordable units will be compatible with cottage home market rate units and will use similar exterior materials and guidelines.
- Standard construction practices will be the same for the affordable/attainable and market units and incorporate the same general construction materials in the following areas: insulation, windows, heating systems, and other components related to energy efficiency including landscaping.

- All affordable/attainable units will be constructed in accordance and consistent with the MPD approved Park City Heights Neighborhood Design Guide.
- All affordable/attainable units will be constructed on Park City Heights property (MPD site). This includes the transfer of the IHC units from the Park City Medical Center site to Park City Heights.

Product type/Unit descriptions

Product type in all phases will be determined based on market conditions, lot size, topography, number of stories, adjacent homes, and other factors. Flexibility will be required and a necessity in order to provide the right product at the right price to maintain affordability. Units will be configured in two, three and four bedroom layouts. A minimum of seven (7) – two bedroom units will be provided in the Attached Park Home Townhomes.

Average Median Income/Workforce Housing Wage (Guideline)

Housing Resolution 17-99 uses an Average Median Income (AMI) in Summit County and Housing Resolution 20-07 uses the Workforce Housing Wage (WHW) in Park City. The first ten (10) units will be split with four (4) of the units under HR 17-99 and six (6) under HR 20-07.

Rhoda Stauffer

From: Troy Goff <troyg@ivoryhomes.com>
Sent: Friday, December 07, 2018 3:01 PM
To: Rhoda Stauffer; Chris Gamvroulas
Cc: Anne Laurent; Jason Glidden; John Cahoon; Brad Mackay; Dan Fielding
Subject: RE: meeting
Attachments: image001.jpg; 9FE0558B6B4948E08262E3380B4FAB4E[485399].png; Proposed Amended Housing Mitigation Plan 12-7-18.docx

Hello Rhoda,

Per your request I wanted to get you over some language to share with the Housing Authority as to how the phasing changes that Ivory is proposing will impact the delivery of Affordable/Attainable Units in Park City Heights.

The phasing changes to phases 2-5 in Park City Heights will not alter the time frame that Ivory Homes has committed to constructing the Affordable/Attainable Homes in Park City Heights. The current plan calls for 8-12 Affordable/Attainable Homes to be completed each year in Park City Heights. Under the current plan, this forecast would assume a build out of the Affordable/Attainable Homes by the end of 2025.

In an effort exceed our commitment, Ivory Homes plans to build the remainder of the Affordable/Attainable Park Homes (23 in total) and Affordable/Attainable Townhomes (20 in total) by the end of 2019 as well as three of the Attainable Cottage Homes. The remaining two Attainable Cottage Homes in phase one would start construction in 2019 and be completed in 2020.

We forecast that we will have a total of 68 Affordable/Attainable Homes constructed in Park City Heights by the end of 2020, putting us three and a half years ahead of schedule. The remaining 11 Affordable/Attainable Homes in Park City Heights are forecasted to be completed by the end of 2025.

With the phasing changes being

Phase 1- 103 Units

- 68 Affordable/Attainable Units
- 35 Market Rate Units

Phase 2- 39 Units

- 39 Market Rate Units

Phase 3- 2 Units

- 2 Market Rate Units

Phase 4- 47 Units

- 3 Affordable/Attainable Units
- 44 Market Rate Units

Phase 5- 48 Units

- 8 Affordable/Attainable Units
- 40 Market Rate Units

I have made these changes to a new proposed Draft of the Mitigation Plan attached. Please let me know if you need anything else from us for your upcoming update to council and the Housing Authority.

Thank You,

Troy Goff

New Home Sales Consultant

"For All Ivory Homes Neighborhoods"

435-729-0550

troyg@ivoryhomes.com



From: Rhoda Stauffer <rhoda.stauffer@parkcity.org>

Sent: Tuesday, December 4, 2018 4:24:07 PM

To: Troy Goff; Chris Gamvroulas

Cc: Anne Laurent; Jason Glidden

Subject: meeting

Troy & Chris, we need to meet with you and are hoping that you can come to City Hall on the afternoon of December 17. At this point, we aren't ready for the annual update because we still don't have the material we need to update the Housing Mitigation Plan. We've got the lot changes, but we still don't have the Phasing changes that have to be incorporated and approved.

Without that update, we also can't approve additional sales, so we really want to get this taken care of as soon as possible.

Please let us know if you can make a meeting on Monday, December 17. Right now, we are wide open on that date.

Thank you

Rhoda

Rhoda J. Stauffer

Affordable Housing Program

Community Development

Park City Municipal Corporation

435-615-5152

Rhoda.stauffer@parkcity.org



This email message and attachments (if any) are RESTRICTED, CONFIDENTIAL, may be subject to a LEGAL PRIVILEGE, and are sent in trust intended solely for the recipient to whom addressed. Unauthorized

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Exhibit B-Revised 1-08-2019
Park City Heights Proposed Pricing by Unit Type

Town Homes	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed- rooms	Housing Resolution Pricing Limit	Negotiated Pricing	
T25	319,900	3	409,501	319,900	
T26	249,900	2	365,759	249,900	
T27	297,900	3	409,501	297,900	
T28	329,900	3	409,501	329,900	
T9	303,858	3	409,501	329,900	Was on Lot T11
T10	336,498	3	409,501	359,900	Was on Lot T12
T11	326,298	3	409,501	349,900	Was on Lot T9
T12	254,898	2	365,759	299,900	Was on Lot T10
T21	332,823	3	409,501	349,900	
T22	259,995	2	365,759	299,900	
T23	309,935	3	409,501	329,900	
T24	343,227	3	409,501	359,900	
T13	339,479	3	409,501	349,900	
T14	265,194	2	365,759	299,900	
T15	316,133	3	409,501	329,900	
T16	350,091	3	409,501	359,900	
T17	322,455	3	409,501	329,900	Was on Lot T19
T18	270,497	2	365,759	299,900	
T19	346,268	3	409,501	349,900	Was on Lot T17
T20	357,092	3	409,501	359,900	
T5	353,193	3	409,501	349,900	
T6	275,906	2	365,759	299,900	
T7	328,904	3	409,501	329,900	
T8	364,233	3	409,501	359,900	
T1	335,482	3	409,501	329,900	Was on Lot T3
T2	371,517	3	409,501	359,900	Was on Lot T4
T3	360,256	3	409,501	349,900	Was on Lot T1
T4	281,424	2	365,759	299,900	Was on Lot T2
sub-total	8,903,256		11,159,834	9,235,200	(1,924,634) amount below max allowed pricing

Bedroom Count Summary

2 bedrooms7
3 bedrooms46
4 bedrooms26

Proposed Revisions are in Red

	Year	TH	TH	PH	PH	Cottages	Cottages	total	total	Cum.	Actual Completed
Numbers of Affordable Units Per Year -- Projections	2016	4	4	6	6	0	0	10	10	10	10
	2017	4	4	6	0	0	0	10	4	14	4
	2018	4	0	6	6	1	0	11	6	20	6
	2019	4	20	6	23	3	3	13	46	66	
	2020	4	0	6	0	3	2	13	2	68	
	2021	4	0	5	0	3	0	12	0	68	
	2022	4	0	0	0	3	0	7	0	68	
	2023	0	0	0	0	3	0	3	0	68	
	2025	0			0		11		11	79	
total	28	28	35	35	16	16	79			20	

Park Homes	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed- rooms	Limit	Proposed Scenario	
1	\$408,900	3	\$375,179	\$375,179	1
2	\$374,900	3	\$375,179	\$375,179	1
3	\$408,900	3	\$375,179	\$375,179	1
10	\$408,900	3	\$375,179	\$375,179	1
11	\$374,900	3	\$375,179	\$375,179	1
12	\$408,900	3	\$375,179	\$375,179	1
4	\$419,272	3	\$375,179	\$438,500	1.17 Was on Lot 6
5	\$384,272	3	\$375,179	\$438,500	1.17
6	\$477,900	4	\$445,463	\$465,900	1.05 Was on Lot 4
7	\$419,122	3	\$375,179	\$438,500	1.17 Was on Lot 9
8	\$384,272	3	\$375,179	\$438,500	1.17
9	\$477,900	4	\$445,463	\$465,900	1.05 Was on Lot 7
13	\$489,878	4	\$445,463	\$465,900	1.05
14	\$393,878	3	\$375,179	\$438,500	1.17
15	\$429,600	3	\$375,179	\$438,500	1.17
22	\$489,878	4	\$445,463	\$465,900	1.05
23	\$393,878	3	\$375,179	\$438,500	1.17
24	\$429,600	3	\$375,179	\$438,500	1.17
16	\$440,340	3	\$375,179	\$438,500	1.17 Was on Lot 18
17	\$403,772	3	\$375,179	\$438,500	1.17
18	\$502,095	4	\$445,463	\$465,900	1.05 Was on Lot 16
19	\$440,340	3	\$375,179	\$438,500	1.17 Was on Lot 21
20	\$440,300	3	\$375,179	\$438,500	1.17
21	\$502,095	4	\$445,463	\$465,900	1.05 Was on Lot 19
28	\$514,648	3	\$375,179	\$438,500	1.17 Was on Lot 30
29	\$451,348	3	\$375,179	\$438,500	1.17
30	\$451,348	4	\$445,463	\$465,900	1.05 Was on Lot 28
31	\$514,648	3	\$375,179	\$438,500	1.17 Was on Lot 33
32	\$451,348	3	\$375,179	\$438,500	1.17
33	\$451,348	4	\$445,463	\$465,900	1.05 Was on Lot 31
25	\$527,515	4	\$445,463	\$465,900	1.05
26	\$462,631	3	\$375,179	\$438,500	1.17
27	\$462,631	3	\$375,179	\$438,500	1.17
34	\$462,631	3	\$375,179	\$438,500	1.17 Was on Lot 35
35	\$527,515	4	\$445,463	\$465,900	1.05 Was on Lot 34
	\$15,581,403		\$13,834,105	15,241,574	\$1,407,469 amount above max allowed pricing amount above max allowed pricing

Cottages	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed- rooms	Limit	Proposed Scenario
39	499,900	4	506,008	506,008
42	514,897	4	506,008	506,008
54	514,897	4	506,008	506,008
75	514,897	4	506,008	506,008
TBD	530,343	4	506,008	506,008
TBD	530,343	4	506,008	506,008
TBD	530,343	4	506,008	506,008
TBD	546,253	4	506,008	506,008
TBD	546,253	4	506,008	506,008
TBD	546,253	4	506,008	506,008
TBD	562,640	4	506,008	506,008
TBD	562,640	4	506,008	506,008
TBD	562,640	4	506,008	506,008
TBD	579,519	4	506,008	506,008
TBD	579,519	4	506,008	506,008
TBD	579,519	4	506,008	506,008
	8,700,856		8,096,128	8,096,128

Total Revenue Initial Ivory Pricing Revenue	\$ 33,185,515	
Total Revenue Resolution Limits	\$ 33,090,067	
Total Negotiated Pricing Revenue	\$ 32,572,902	\$ (517,165) amount negotiated pricing is below max allowed pricing

December 15, 2016

Park City Housing Authority
PO Box 1480
Park City, UT 84060

Park City Heights – Amended Housing Mitigation Plan

Project: Park City Heights Master Planned Development

Developer: Ivory Homes

General:

On May 11, 2011 the Master Planned Development (MPD) for Park City Heights was approved for a mixed residential development consisting of 160 market rate units and 79 affordable/attainable units on 239 acres. An amendment to the MPD was approved on November 6, 2013, this addressed relocation and configuration of lots and streets. As part of the approval the Developer is required to satisfy an affordable/attainable housing requirement with forty-four (44) units approved under the 17-99 Housing Resolution and thirty-five (35) units approved under the 20-07 Housing Resolution.

The units will be large enough to capture all of the square footage necessary under the AUE obligations. All affordable/attainable units are to be for sale units. None of the units are intended to be rented by the Developer or future owners. Restrictions and priorities may include qualification options, sales price limits/range, rental restrictions and affordability terms.

Phasing Schedule:

The Project may be platted in phases in accordance with the approved phasing plan. The following schedule is provided to indicate the required AUE's to be built in each phase. However, each primary phase may include sub-phases as market conditions dictate and the phases may be adjusted.

Phase 1 – 103 Units

- 68 Affordable/Attainable
- 35 Market Rate Units

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- 5 Affordable/Attainable
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- 25 Market Rate Units

Phase 5 – 15 Units

- 15 Market Rate Units

Phase 6 – 11 Units

- 11 Market Rate Units

All Phases 79 Affordable/Attainable Units (or equivalent AUE's)
 160 Market Rate Units

Total: 239 Units

Construction Timing:

The general layout and concept plan for Park City Heights dictates that the infrastructure is built from the lowest point of the slope (north) or entrance of the project to the highest point on the mountain (south). Because construction dictates this development pattern and the majority of affordable/attainable units are lower on the hill, the affordable/attainable units will be completed at a different rate than market rate units. All of the affordable/attainable units will receive a certificate of occupancy prior to issuance of building permits for the last ten (10) percent of the market rate units. Project and housing requirements dictate that the affordable/attainable units are built in conjunction with the market rate units. The developer is front loading as many affordable/attainable units as possible to ensure that the requirements are satisfied. All of the affordable/attainable units are in the first 4 Phases.

Phase 1 construction began in 2016 for a total of sixty-eight (68) affordable/attainable units. The first Certificates of Occupancy were issued completed in the fall of 2016. The first affordable/attainable unit will be ready for occupancy prior to the first market rate unit. The majority of the affordable/attainable units are clustered at the entrance to the Subdivision and the Developer will ensure that the units are built with high quality building materials and well maintained. Projected absorption rate is 8-12 units per year as dictated by the market.

Phase 1 – Year 1 Projection = 10 Total Units

TYPE OF UNIT	NUMBER OF UNITS	NUMBER OF BEDROOMS	SQUARE FEET PER UNIT
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Product Pricing:

The intent is to offer a wide range of both product type and product pricing. Pricing in the first building of the Attached Park Home townhomes product in Phase 1 will begin in the \$240,000 range and go upwards of \$400,000 for the Single Family Detached Park Homes, depending on unit type, bedroom counts, square footage, and construction finishes. Developer will work with Park City Municipal Corporation to determine final sales pricing as well as product type and size. It is anticipated that attached units will be priced lower and single family detached units will be closer to the maximum price range, thus having a greater range of diversity. Pricing for the first ten (10) units is now set as shown in the attached spreadsheet (Exhibit B) for the Park Home Townhomes units T25, T26, T27, T28 and Park Homes Single Family Detached Units 1,2,3,10,11, and 12. Any changes to the unit pricing, bedroom county or completion schedule included in Exhibit B will require approval by the Housing Authority.

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the right price to maintain affordability. Units will be configured in two, three and four bedroom layouts. A minimum of seven (7) – two bedroom units will be provided in the Attached Park Home Townhomes.

Average Median Income/Workforce Housing Wage (Guideline)

Housing Resolution 17-99 uses an Average Median Income (AMI) in Summit County and Housing Resolution 20-07 uses the Workforce Housing Wage (WHW) in Park City.

Exhibit B
Park City Heights Proposed Pricing by Unit Type

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T28	329,900	3	409,501	329,900
T9	326,298	3	409,501	349,900
T10	254,898	2	365,759	299,900
T11	303,858	3	409,501	329,900
T12	336,498	3	409,501	359,900
T21	332,823	3	409,501	349,900
T22	259,995	2	365,759	299,900
T23	309,935	3	409,501	329,900
T24	343,227	3	409,501	359,900
T13	339,479	3	409,501	349,900
T14	265,194	2	365,759	299,900
T15	316,133	3	409,501	329,900
T16	350,091	3	409,501	359,900
T17	346,268	3	409,501	349,900
T18	270,497	2	365,759	299,900
T19	322,455	3	409,501	329,900
T20	357,092	3	409,501	359,900
T5	353,193	3	409,501	349,900
T6	275,906	2	365,759	299,900
T7	328,904	3	409,501	329,900
T8	364,233	3	409,501	359,900
T1	360,256	3	409,501	349,900
T2	281,424	2	365,759	299,900
T3	335,482	3	409,501	329,900
T4	371,517	3	409,501	359,900
sub-total	8,903,256		11,159,834	9,235,200

Bedroom Count Summary	
2 bedrooms	7
3 bedrooms	46
4 bedrooms	26

Numbers of Affordable Units Per Year	TH	PH	Cottages	total
2016	4	6	0	10
2017	4	6	0	10
2018	4	6	1	11
2019	4	6	3	13
2020	4	6	3	13
2021	4	5	3	12
2022	4	0	3	7
2023	0	0	3	3
total	28	35	16	79

(1,924,634) amount below max allowed pricing

Park Homes	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed- rooms	Limit	Proposed Scenario
1	\$408,900	3	\$375,179	\$375,179
2	\$374,900	3	\$375,179	\$375,179
3	\$408,900	3	\$375,179	\$375,179
10	\$408,900	3	\$375,179	\$375,179
11	\$374,900	3	\$375,179	\$375,179
12	\$408,900	3	\$375,179	\$375,179
4	\$477,900	4	\$445,463	\$465,900
5	\$384,272	3	\$375,179	\$438,500
6	\$419,272	3	\$375,179	\$438,500
7	\$477,900	4	\$445,463	\$465,900
8	\$384,272	3	\$375,179	\$438,500
9	\$419,122	3	\$375,179	\$438,500
13	\$489,878	4	\$445,463	\$465,900
14	\$393,878	3	\$375,179	\$438,500
15	\$429,600	3	\$375,179	\$438,500
22	\$489,878	4	\$445,463	\$465,900
23	\$393,878	3	\$375,179	\$438,500
24	\$429,600	3	\$375,179	\$438,500
16	\$502,095	4	\$445,463	\$465,900
17	\$403,772	3	\$375,179	\$438,500
18	\$440,340	3	\$375,179	\$438,500
19	\$502,095	4	\$445,463	\$465,900
20	\$440,300	3	\$375,179	\$438,500
21	\$440,300	3	\$375,179	\$438,500
28	\$514,648	4	\$445,463	\$465,900
29	\$451,348	3	\$375,179	\$438,500
30	\$451,348	3	\$375,179	\$438,500
31	\$514,648	4	\$445,463	\$465,900
32	\$451,348	3	\$375,179	\$438,500
33	\$451,348	3	\$375,179	\$438,500
25	\$527,515	4	\$445,463	\$465,900
26	\$462,631	3	\$375,179	\$438,500
27	\$462,631	3	\$375,179	\$438,500
34	\$527,515	4	\$445,463	\$465,900
35	\$462,631	3	\$375,179	\$438,500
	\$15,581,363		\$13,834,105	15,241,574

\$1,407,469 amount above max allowed pricing

Cottages	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed- rooms	Limit	Proposed Scenario
1	499,900	4	506,008	506,008
2	514,897	4	506,008	506,008
3	514,897	4	506,008	506,008
4	514,897	4	506,008	506,008
5	530,343	4	506,008	506,008
6	530,343	4	506,008	506,008
7	530,343	4	506,008	506,008
8	546,253	4	506,008	506,008
9	546,253	4	506,008	506,008
10	546,253	4	506,008	506,008
11	562,640	4	506,008	506,008
12	562,640	4	506,008	506,008
13	562,640	4	506,008	506,008
14	579,519	4	506,008	506,008
15	579,519	4	506,008	506,008
16	579,519	4	506,008	506,008
	8,700,856		8,096,128	8,096,128

Total Revenue Initial Ivory Pricing Revenue	\$ 33,185,475	
Total Revenue Resolution Limits		\$ 33,090,067
Total Negotiated Pricing Revenue		\$ 32,572,902

\$ (517,165) amount negotiated pricing is below max allowed pricing

July 1, 2014

Park City Housing Authority
PO Box 1480
Park City, UT 84060

EXHIBIT A

Park City Heights - Housing Mitigation Plan

Project: Park City Heights Master Planned Development

Developer: Ivory Homes

General:

On May 11, 2011 the Master Planned Development (MPD) for Park City Heights was approved for a mixed residential development consisting of 160 market rate units and 79 affordable/attainable units on 239 acres. An amendment to the MPD was approved on November 6, 2013, this addressed relocation and configuration of lots and streets. As part of the approval the Developer is required to satisfy an affordable/attainable housing requirement with forty-four (44) units approved under the 17-99 Housing Resolution and thirty-five (35) units approved under the 20-07 Housing Resolution.

The units will be large enough to capture all of the square footage necessary under the AUE obligations. All affordable/attainable units are to be for sale units. None of the units are intended to be rented by the Developer or future owners. Restrictions and priorities may include qualification options, sales price limits/range, rental restrictions and affordability terms.

Phasing Schedule:

The Project may be platted and in phases in accordance with the approved phasing plan. The following schedule is provided to indicate the required AUE's to be built in each phase. However, each primary phase may include sub-phases as market conditions dictate and the phases may be adjusted.

Phase 1 – 103 Units

- 68 Affordable/Attainable
- 35 Market Rate Units

Phase 2 – 47 Units

- 5 Affordable/Attainable
- 42 Market Rate Units

Phase 3 – 34 Units

- 2 Affordable/Attainable
- 32 Market Rate Units

Phase 4 – 29 Units

- 4 Affordable/Attainable
- 25 Market Rate Units

Phase 5 – 15 Units

- 15 Market Rate Units

Phase 6 – 11 Units

- 11 Market Rate Units

All Phases 79 Affordable/Attainable Units (or equivalent AUE's)

160 Market Rate Units

Total: 239 Units

Construction Timing:

The general layout and concept plan for Park City Heights dictates that the infrastructure is built from the lowest point of the slope (north) or entrance of the project to the highest point on the mountain (south). Because construction dictates this development pattern and the majority of affordable units are lower on the hill, the affordable units will be constructed at a different rate than market rate units. All of the affordable/attainable units will receive a certificate of occupancy prior to issuance of building permits for the last ten (10) percent of the market rate units. Project and housing requirements dictate that the affordable/attainable units are built in conjunction with the market rate units. The developer is front loading as many affordable/attainable units as possible to ensure that the requirements are satisfied. All of the affordable/attainable units are in the first 4 Phases.

Phase 1 construction will begin in early fall of 2014 for a total of sixty-eight (68) affordable/attainable units. The first Certificates of Occupancy are anticipated to be completed in late 2014/early 2015. The first affordable/attainable unit will be ready for occupancy prior to the first market rate unit. The majority of the affordable/attainable units are clustered at the entrance to the Subdivision and the Developer will ensure that the units are built with high quality building materials and well maintained. Projected absorption rate is 8-12 units per year as dictated by the market.

Phase 1 – Year 1 Projection = 10 Total Units

TYPE OF UNIT	NUMBER OF UNITS	NUMBER OF BEDROOMS	SQUARE FEET PER UNIT
Park Home – Single Family	6	3	1,600 – 2,100
Park Home – Townhome	4	2-3	1,000 – 1,400

Product Pricing:

The intent is to offer a wide range of both product type and product pricing. Pricing in the first building of the Attached Park Home Townhomes product in Phase 1 will begin in the \$240,000 range and go upwards of \$400,000 for the Single Family Detached Park Homes, depending on unit type, bedroom counts, square footage, and construction finishes. Developer will work with Park City Municipal Corp to determine final sales pricing as well as product type and size. It is anticipated that attached units will be priced lower and single family detached units will be closer to the maximum price range, thus having a greater range of diversity.

Marketing Plan:

Developer agrees to give priority to those full-time employees who work within the area of the Park City School District boundaries, particularly essential workers. This area includes but is not limited to Intermountain Healthcare Park City Medical Campus, USSA Headquarters and Training Annexation.

Developer will hold information seminars with these target groups to discuss the qualifications for purchasing deed restricted affordable/attainable housing units. Developer will also provide Credit Repair Services for all of those in need of such services.

Methodology of Affordability:

Affordability Defined

Affordability is defined such that the total amount of the mortgage, basic utilities, taxes, insurance and HOA payments may not account for more than 30% of household income. The median wage of the core Park City workforce is determined annually by the City Council.

Affordable Unit Equivalent

There are two resolutions that govern the affordable/attainable units in Park City Heights. Resolution 17-99 dictates that a two-bedroom unit with 800 square feet of Net Livable Space is considered one Affordable Unit Equivalent; and Resolution 20-07, dictates that a two-bedroom unit with 900 square feet of Net Livable Space is considered one Affordable Unit Equivalent.

Average of Affordability

The intent is to maintain an average rate of affordability. Flexibility must be given in the Housing Mitigation Plan in an attempt to maximize a level of affordability. There may be some single-family units that fall outside of the affordable range, alternatively, providing attached units could keep the average rate of affordability lower delivering a lower average price.

Compliance Standards

It is anticipated that there will be a mix of unit types and standards as outlined below:

- All affordable units will be built to a minimum LEED Certified OR NAHB Green level and appliances & light bulbs shall be Energy Star qualified products.
- Size differentials of the exterior appearance of the cottage home affordable units will be compatible with cottage home market rate units and will use similar exterior materials and guidelines.
- Standard construction practices will be the same for the affordable/attainable and market units and incorporate the same general construction materials in the following areas: insulation, windows, heating systems, and other components related to energy efficiency including landscaping.
- All affordable/attainable units will be constructed in accordance and consistent with the MPD approved Park City Heights Neighborhood Design Guide.
- All affordable/attainable units will be constructed on Park City Heights property (MPD site). This includes the transfer of the IHC units from the Park City Medical Center site to Park City Heights.

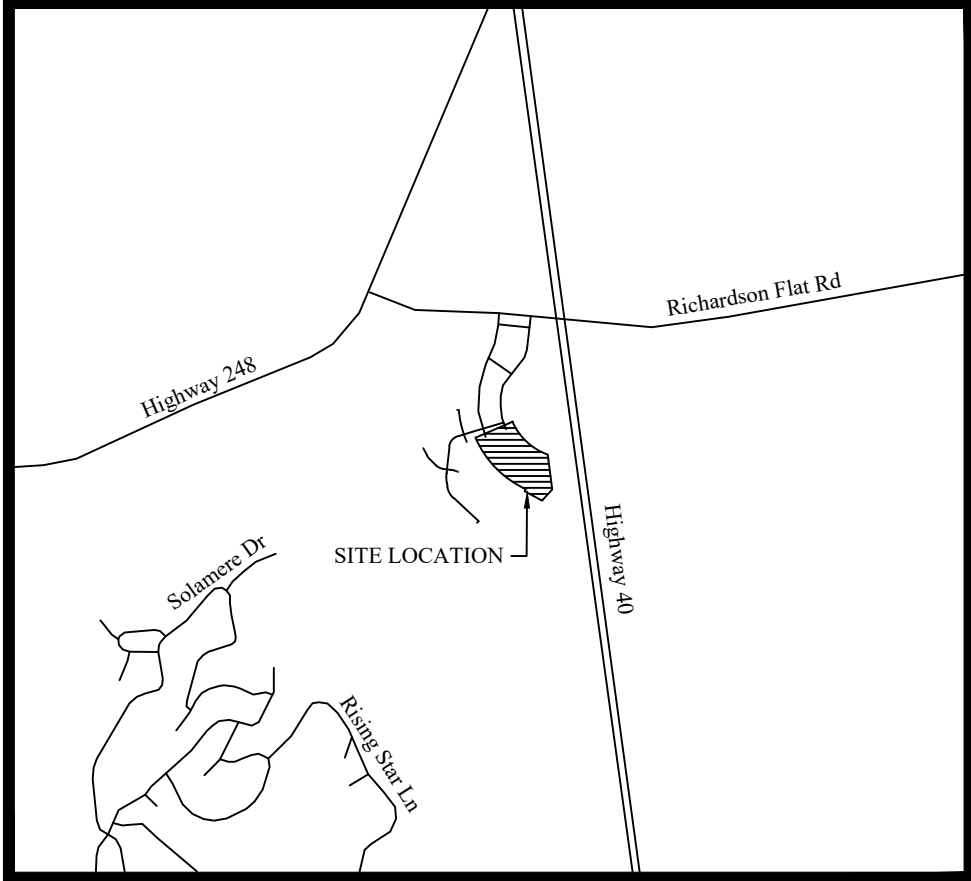
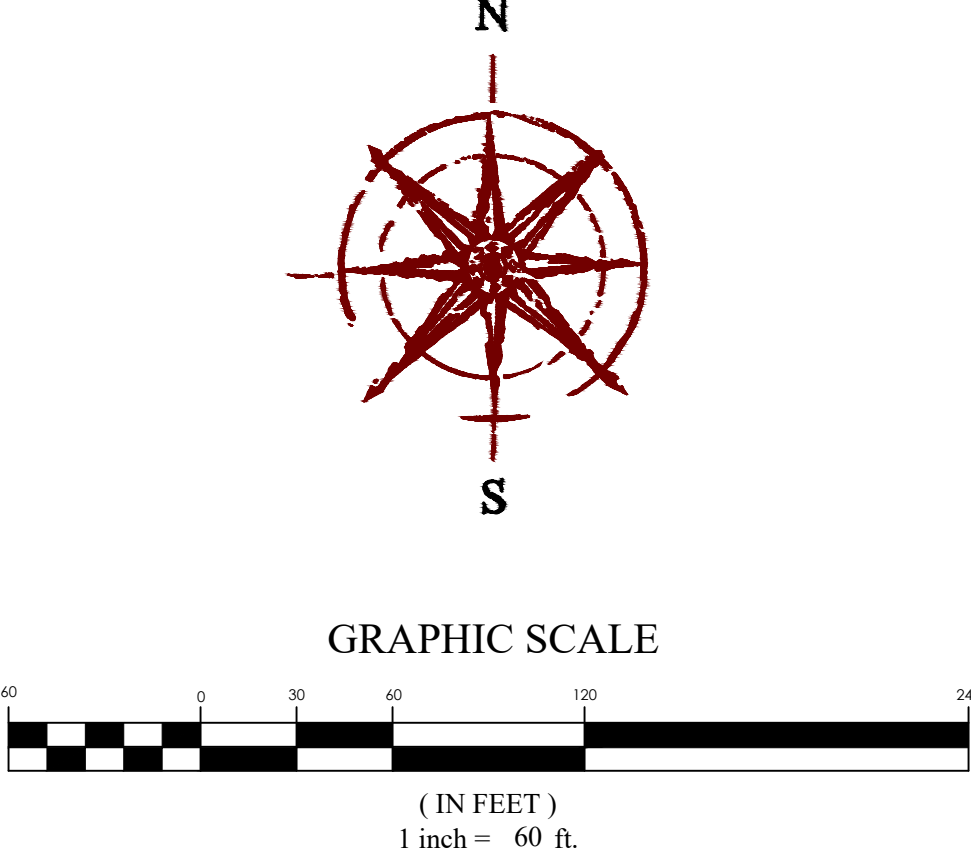
Product type/Unit descriptions

Product type in all phases will be determined based on market conditions, lot size, topography, number of stories, adjacent homes, and other factors. Flexibility will be required and a necessity in order to provide the right product at the right price to maintain affordability. Units will be configured in two, three and four bedroom layouts. A minimum of seven (7) – two bedroom units will be provided in the Attached Park Home Townhomes.

Average Median Income/Workforce Housing Wage (Guideline)

Housing Resolution 17-99 uses an Average Median Income (AMI) in Summit County and Housing Resolution 20-07 uses the Workforce Housing Wage (WHW) in Park City. The first ten (10) units will be split with four (4) of the units under HR 17-99 and six (6) under HR 20-07.

Exhibit J
Aerial and Site Photos



VICINITY MAP
N.T.S.



PARK CITY HEIGHTS PHASE 4
PARK CITY, SUMMIT COUNTY, UTAH
AERIAL OVERVIEW

REVISION BLOCK		DESCRIPTION
#	DATE	
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

AERIAL OVERVIEW	
Scale: 1"=60'	Drawn: MHW
Date: 04/04/19	Job #: 17-481
Sheet:	1 OF 1



View of Phase 2 looking southwest



View looking northeast from Calamity Court and Ledger Way intersection



View looking North to Phase 2 Cottage homes on Ledger Way



View to Phase 2 site looking west from Calamity Court and Ledger Way



LOOKING SOUTH



PUBLIC NOTICE

FOR INFO CALL 615-5060

LOOKING SOUTHEAST



501

LOOKING WEST



502

LOOKING SOUTHEAST



503

LOOKING SOUTH FROM LEDGER WAY



504

LOOKING SOUTHWEST FROM PIPER WAY



505

AT EXISTING INTERSECTION OF PIPER WAY AND CALAMITY LANE

Planning Commission Staff Report



Subject: Lot 61 of the Marsac Mining Claim
Author: Rebecca Ward
Application: PL-18-04046
Date: August 14, 2019
Type of Item: Legislative – Zoning Map Amendment

PLANNING DEPARTMENT

Summary Recommendations

Staff recommends that the Planning Commission hold a public hearing and consider denying the applicant's request to rezone the 1.2-acre portion of property known as Lot 61 of the Marsac Mining Claim (**Marsac 61**) from Recreation Open Space to Residential Development, and forward a positive recommendation to City Council to approve a modified rezone in order to restore the 1.2-acre portion of Marsac 61 from Recreation Open Space to Residential Development within a Master Planned Development zoning overlay based on the draft Ordinance, Findings of Fact, Conclusions of Law, and Conditions of Approval.

Description

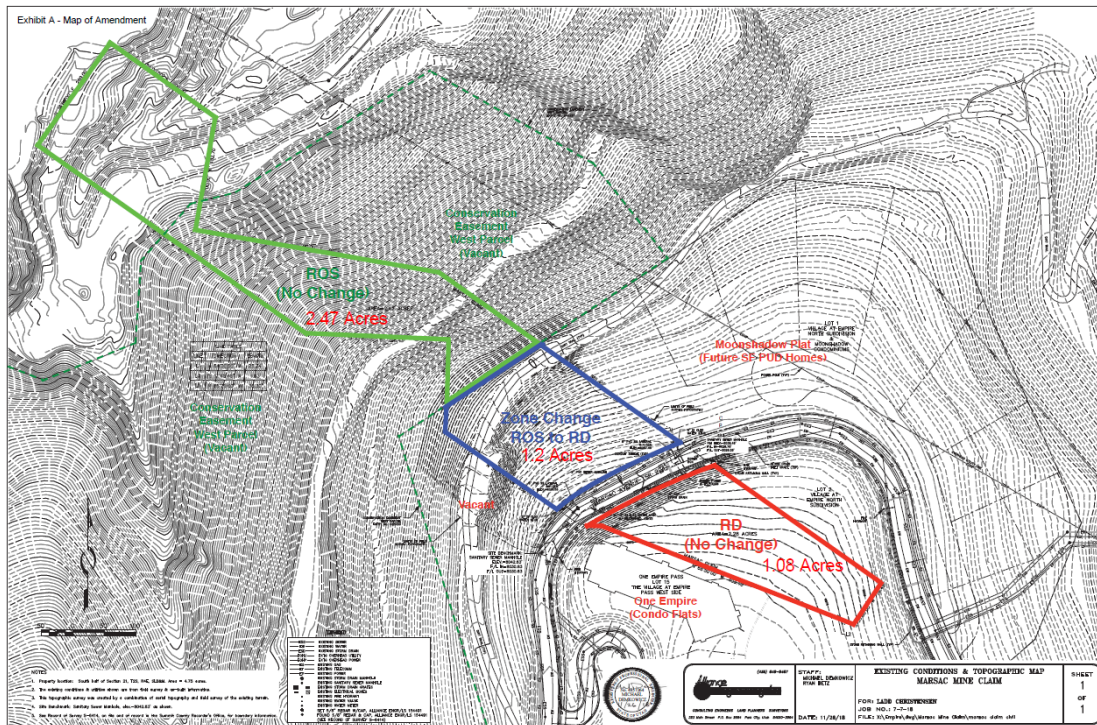
Applicant: LEC Properties, LLC
Location: Approximately 8925 Marsac Avenue
Existing Zoning: Recreation Open Space and Residential Development within a Master Planned Development
Adjacent Land Uses: Single-family and multi-unit residential
Reason for Review: Zoning Map Amendments require a Planning Commission recommendation and City Council review and action

Proposal

When the Park City Zoning Map was amended in 2016, a 1.2-acre portion of a 4.7-acre property known as Lot 61 of the patented Marsac Mining Claim (**Marsac 61**), located at approximately 8925 Marsac Avenue, was inadvertently changed from Residential Development within a Master Planned Development (RD-MPD) to Recreation Open Space (ROS) due to a Geographic Information System (GIS) error that likely resulted from a conflict between the base zoning layer and the Master Planned Development zoning overlay layer.

The 4.7-acre Marsac 61 parcel (Summit County Parcel No. PCA-S-384) is shown below in green (Recreation Open Space within a Master Planned Development, 2.47 acres), blue (originally Residential Development within a Master Planned Development and now Recreation Open Space within a Master Planned Development due to the

inadvertent zoning change, 1.2-acres), and red (Residential Development within a Master Planned Development, 1.08 acres). The 1.2-acre portion of Marsac 61 proposed to be rezoned to Residential Development is shown in blue and is the property subject to the Zoning Map Amendment:



Please note: The Applicant submitted a complete application on December 13, 2018. The proposed Zoning Map Amendment was scheduled for Planning Commission review on February 27, 2019, but was continued. The proposed Zoning Map Amendment was scheduled for Planning Commission review on March 13, 2019, but was withdrawn to allow staff more time to investigate the history of Marsac 61 and its place in the Flagstaff Mountain Annexation and Development Agreement, described below.

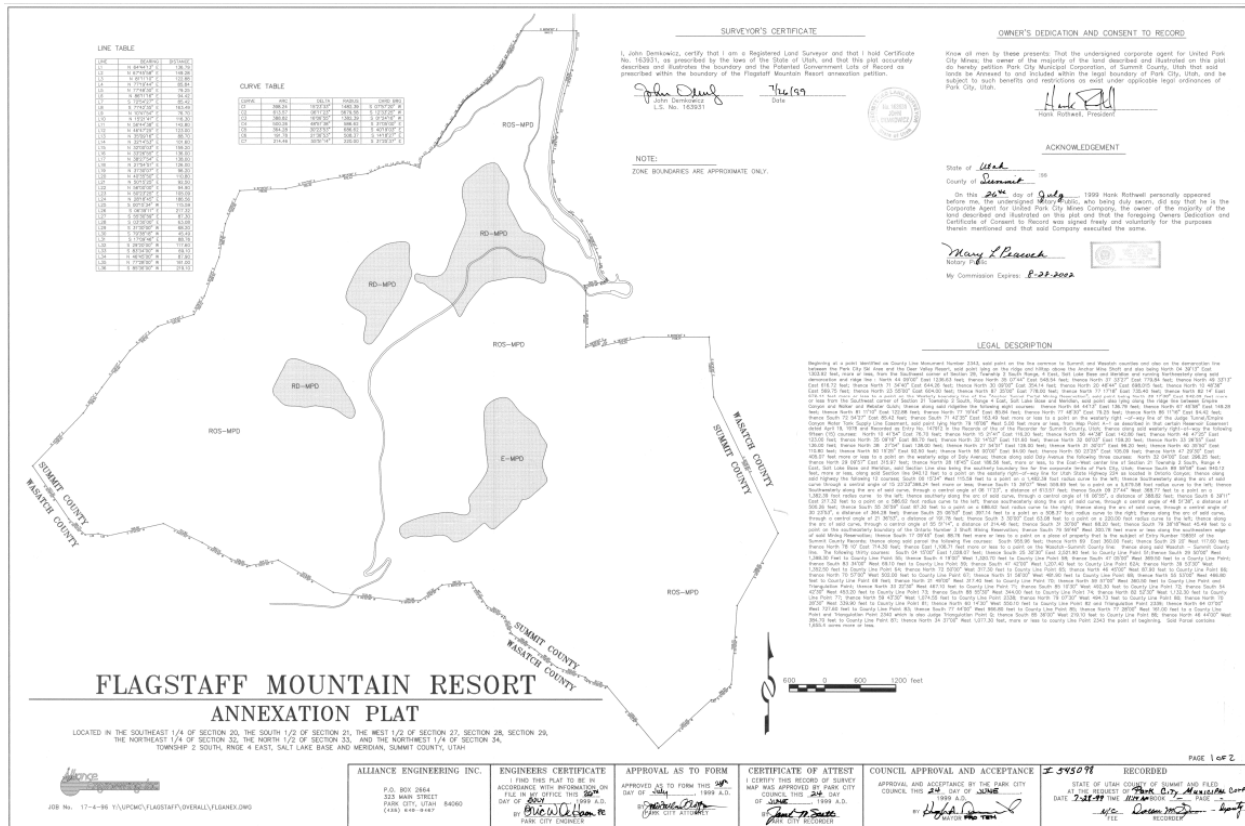
Background

On May 17, 1994, United Park City Mines (UPCM) filed an application to annex an area—initially referred to as Flagstaff Mountain and now known as Empire Pass—into Park City. After years of negotiations, on June 24, 1999, City Council adopted [Ordinance No. 99-30](#), “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.” Prior to annexation into Park City, the Flagstaff Mountain properties had limited development potential under Summit County zoning, which permitted one unit of development per 40 acres and prohibited large-scale development.¹ On the same day City Council adopted Ordinance No. 99-30

¹ *United Park City Mines Co*, 2006 UT 35, ¶ 6.

to annex the Flagstaff Mountain area into Park City, City Council authorized the Development Agreement between UPCM and Park City. ([Resolution No. 20-99](#), "RESOLUTION AUTHORIZING THE FLAGSTAFF MOUNTAIN DEVELOPMENT AGREEMENT.")² Park City granted UPCM certain development rights upon annexation. In exchange, UPCM agreed to restrict development on the Richardson Flats, Iron Mountain, Prospect Ridge, and Bonanza Flats properties, to preserve parking lots near City Hall, to operate private shuttle services within the development area, to spend millions of dollars on road construction, to place a conservation easement on many acres, and to restrict development within the Flagstaff Mountain area to designated pods.

The Flagstaff Mountain Annexation Plat (Summit County Recorder's Office Entry No. [545098](#)) established two zones within the annexation area: (1) the Recreation Open Space within a Master Planned Development (ROS-MPD) zone and (2) the Residential Development within a Master Planned Development (RD-MPD) zone for four designated development pods, shown below:



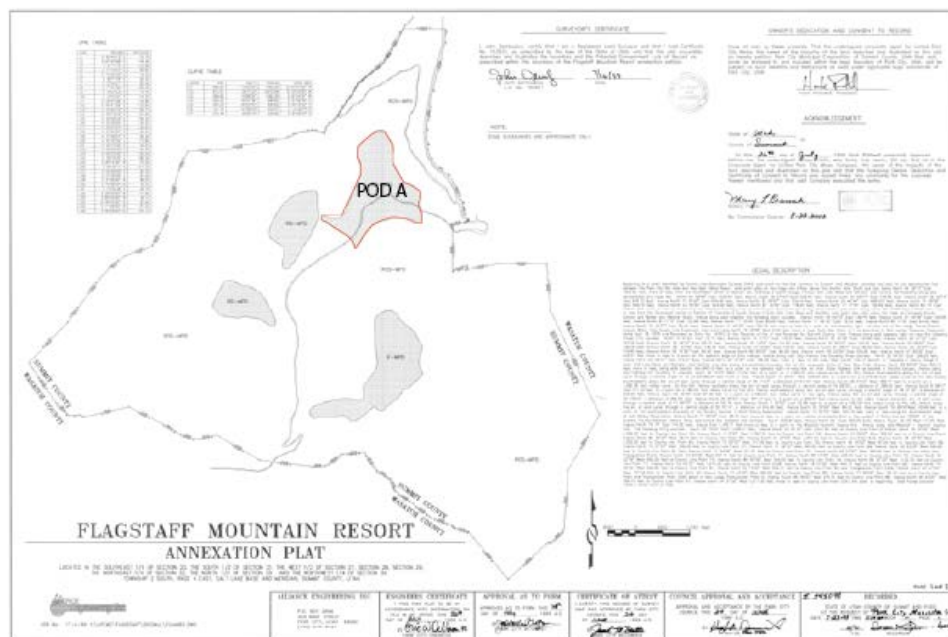
UPCM owned the majority of property within the Flagstaff Mountain annexation area, but properties owned by other entities were also included in the annexation into Park City.³ After the annexation, ownership and development rights tied to several properties

² The [Development Agreement](#) was amended and restated in March of 2007.

³ In 2006, the Utah Supreme Court found that the annexation petition was proper because the annexation petition was signed by UPCM, the owner of the majority of the private land within the area proposed for annexation, and the property was "equal in value to at least 1/3 of the value of all private real property within the area proposed for

within the annexed area were contested and years of litigation ensued.⁴ Marsac 61 was one of the contested and litigated properties.⁵

The 1.2-acre portion of Marsac 61 that is the subject of this Zoning Map Amendment request is located in one of UPCM's designated development areas known as Pod A. Pod A is part of what is known as the Mountain Village, zoned Residential Development within a Master Planned Development. [The Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel and Iron Mountain](#) defines the Mountain Village as a "mixed-use portion of Flagstaff Mountain . . . limited to a total of 87 acres, within three development Pods (A, B₁, and B₂) and maximum densities, unit equivalencies and configuration . . ." The Development Agreement required a Small Scale Master Planned Development to govern development and constrains the Mountain Village to a maximum density of 785 Unit Equivalents configured in no more than 550 dwelling units. Square footage was designated for Resort Support Commercial and Neighborhood Convenience Commercial uses ([2.2.1](#)). Pod A within the Flagstaff Mountain Annexation Plat is highlighted below:



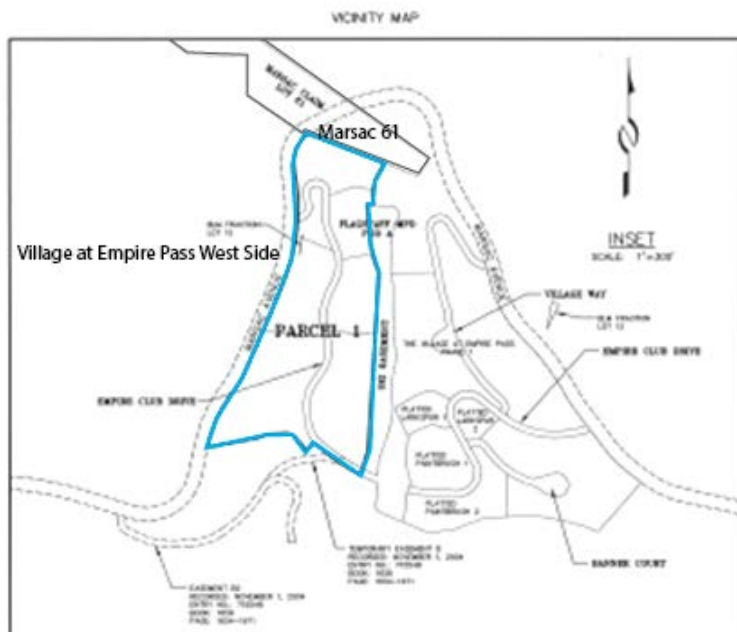
Due to contested ownership, when portions of Pod A were developed, Marsac 61 was omitted. For example, on August 12, 2005, the Pod A *Village at Empire Pass West Side* subdivision plat was recorded and the southern portion of Marsac 61 was excluded. An

annexation" as required under state law. *United Park City Mines Co. v. Stichting Mayflower Mountain Fonds*, 2006 UT 35, ¶ 13, quoting Utah Code § 10-2-403(3).

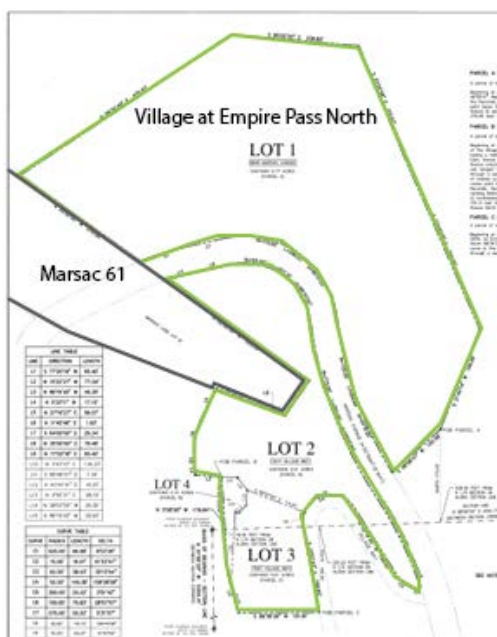
⁴ *United Park City Mines Co. v. Stichting Mayflower Mountain Fonds*, 2006 UT 35.

⁵ *Dunlap v. Stichting Mayflower Mountain Fonds*, 2003 UT App 283; 2005 UT App 279.

excerpt from the *Village at Empire Pass West Side* plat (Entry No. 746744) is shown below:

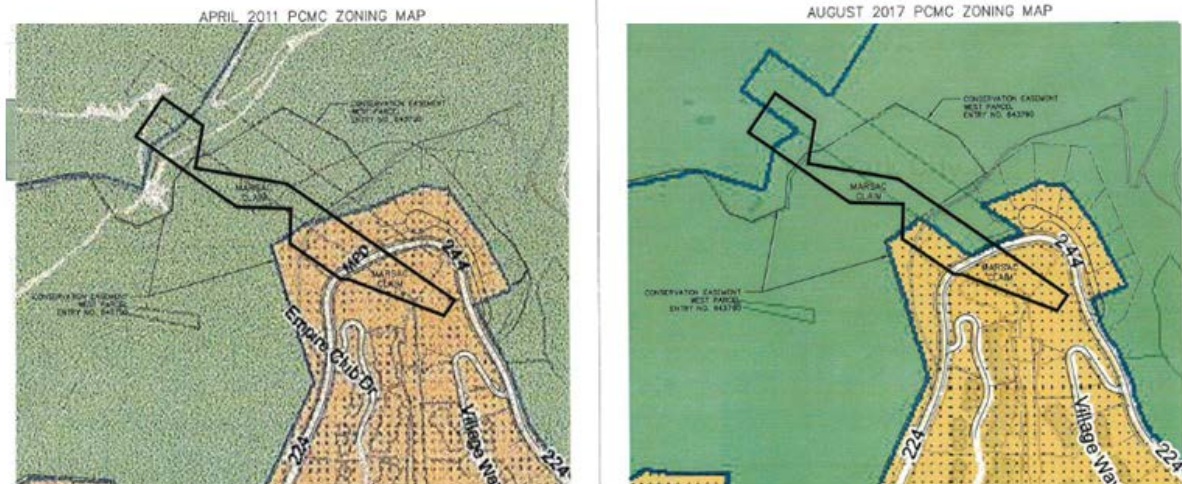


Also, on January 23, 2018, the Pod A *Village at Empire Pass North* subdivision plat was recorded (Entry No. 1085414). Marsac 61 was excluded as shown in the plat excerpt below:



On September 1, 2016, City Council enacted [Ordinance 2016-42](#) and approved a rezone for portions of 3776 Rising Star Lane. When the Park City Zoning Map was amended to reflect the new zoning of 3776 Rising Star Lane, a GIS error resulted in an

unintended zoning change for the 1.2-acre portion of Marsac 61 that was most likely caused because Marsac 61 was excluded from the Pod A *Village at Empire Pass West Side* and the Pod A *Village at Empire Pass North* subdivision plats and this created a conflict between the base zoning layer and the Master Planned Development zoning overlay layer. The image below compares the April 2011 Park City Zoning Map and the August 2017 Park City Zoning Map:⁶



The inadvertent change in zoning from Residential Development within a Master Planned Development to Recreation Open Space significantly altered the development potential for the 1.2-acre portion of Marsac 61.

The tables below compare the Residential Development and Recreation Open Space Zone Allowances, Allowed Uses, and Conditional Uses:

Zone Allowance:	Residential Development	Recreation Open Space
<i>Density</i>	<i>3 units per acre</i>	<i>Not specified</i>
<i>Setbacks</i>		
<i>Front Setback</i>	<i>20 feet</i>	<i>25 feet</i>
<i>Front Setback – New front facing garages</i>	<i>25 feet</i>	<i>25 feet</i>
<i>Rear Setback – Main Buildings</i>	<i>15 feet</i>	<i>25 feet</i>
<i>Rear Setback – Accessory Buildings and detached garages</i>	<i>10 feet</i>	<i>25 feet</i>
<i>Side Setback</i>	<i>12 feet</i>	<i>25 feet</i>
<i>Building Height</i>	<i>28 feet from existing grade</i>	<i>28 feet from existing grade</i>

Allowed Uses:

⁶ The solid black line represents the patented mine claim, which location was described pre-geographic information system technology. The Park City Zoning Map references GIS parcels. The dashed black lines represent the updated Marsac 61 GIS parcel location, which more closely aligns with the Park City Zoning Map.

Residential Development	Recreation and Open Space
1. Single-Family Dwelling 2. Duplex Dwelling 3. Secondary Living Quarters 4. Lockout Unit¹ 5. Accessory Apartment² 6. Nightly Rental³ 7. Home Occupation 8. Child Care, In-Home Babysitting⁴ 9. Child Care, Family⁴ 10. Child Care, Family Group⁴ 11. Accessory Building and Use 12. Conservation Activity Agriculture 13. Parking Area or Structure with four (4) or fewer spaces 14. Recreation Facility, Private 15. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁵ 16. Food Truck Location¹⁶	1. Conservation Activity 2. Food Truck Locations⁴
Conditional Uses:	
Residential Development	Recreation and Open Space
1. Triplex Dwelling⁵ 2. Multi-Unit Dwelling⁶ 3. Guest House 4. Group Care Facility 5. Child Care Center⁴ 6. Public and Quasi-Public Institution, Church, and School 7. Essential Municipal Public Utility Use, Facility, Service, and Structure 8. Telecommunication Antenna⁷ 9. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁸ 10. Raising, grazing of horses 11. Cemetery 12. Bed and Breakfast Inn 13. Hotel, Minor⁶ 14. Hotel, Major⁶ 15. Private Residence Club Project and Conversion¹⁰ 16. Office, General^{6,9} 17. Office, Moderate Intensive^{6,9} 18. Office, Medical^{6,9} 19. Financial Institution without drive-up window^{6,9} 20. Commercial Retail and Service, Minor^{6,9} 21. Commercial Retail and Service, personal improvement^{6,9} 22. Commercial, Resort Support^{6,9} 23. Café or Deli^{6,9} 24. Restaurant, Standard^{6,9} 25. Restaurant, Outdoor Dining¹⁰ 26. Outdoor Event¹⁰ 27. Bar^{6,9} 28. Hospital, Limited Care Facility^{6,9} 29. Parking Area or Structure with five (5) or more spaces 30. Temporary Improvement¹⁰	1. Agriculture 2. Recreational Outdoor and Trail Lighting 3. Recreation Facility, Private 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

31. Passenger Tramway Station and Ski Base Facility¹¹ 32. Ski Tow, Ski Lift, Ski Run, and Ski Bridge¹¹ 33. Recreation Facility, Public 34. Recreation Facility, Commercial⁶ 35. Entertainment Facility, Indoor^{6,9} 36. Commercial Stables, Riding Academy¹² 37. Master Planned Development with moderate income housing density bonus¹² 38. Master Planned Development with residential and transient lodging Uses only¹² 39. Master Planned Development with Support Retail and Minor Service Commercial Uses¹² 40. Heliport¹² 41. Vehicle Control Gate¹³ 42. Fences and walls greater than six feet (6') in height from Final Grade¹⁰ 43. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays¹⁴ 44. Amenities Club 45. Club, Private Residence Off-Site¹⁵	<u>Administrative Conditional Uses¹</u> 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
Footnotes:	
Residential Development	Recreation and Open Space
¹Nightly rental of Lockout Units requires a Conditional Use permit ²See LMC Chapter 15-4-7, Supplemental Regulations for Accessory Apartments ³Nightly Rentals do not include the Use of dwellings for Commercial Uses and Nightly Rentals are not permitted in the April Mountain and Mellow Mountain Estates Subdivisions ⁴See LMC Chapter 15-4-9 for Child Care Regulations ⁵Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services agreement and/or Master Festival License ⁶Subject to provisions of LMC Chapter 15-6, Master Planned Development ⁷See LMC Chapter 15-4-14, Supplemental Regulations for Telecommunications Facilities ⁸See LMC Chapter 15-4-13, Supplemental Regulations for Satellite Receiving Antennas ⁹Allowed only as a secondary or support Use to the primary Development or Use and intended as a convenience for residents or occupants of adjacent or adjoining residential Developments. ¹⁰Requires an administrative Conditional Use permit. ¹¹As part of an approved Ski Area Master Plan.	¹Subject to an Administrative Conditional Use permit and/or Master Festival license review process. Master Festivals are temporary in nature. All related temporary Structures are restricted to specific time frames and shall be removed at the expiration of the Master Festival permit. ²See Section 15-4-19 for specific review criteria for gates ³Subject to LMC Chapter 15-4-14, Telecommunications ⁴The Planning Director, or his designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

See LMC Chapter 15-4-18. ¹²Subject to provisions of LMC Chapter 15-6, Master Planned Development. ¹³See Section 15-4-19 for specific review criteria for gates. ¹⁴Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed in an Area other than the original location set forth in the services agreement and/or Master Festival License. ¹⁵Only allowed within a Master Planned Development. Requires an Administrative Conditional Use permit. Is permitted only in approved existing Commercial spaces or developments that have ten (10) or more units with approved Support Commercial space. A Parking Plan shall be submitted to determine site specific parking requirements. ¹⁶The Planning Director or his designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.	
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The original zoning established in the Flagstaff Mountain Annexation for Pod A is Residential Development within a Master Planned Development, tying development rights to a Master Planned Development zoning overlay. Those developing land in the designated development pods within the Flagstaff Mountain Annexation area under the Flagstaff Annexation Development Agreement were granted development rights that had been prohibited under Summit County zoning. In exchange, developers were required to make concessions and to meet certain obligations for the right to develop in Park City.

Years after the Flagstaff Mountain Annexation, property ownership of Marsac 61 was resolved through litigation and the line of title that was eventually established was not through those who were party to the Flagstaff Annexation Development Agreement. As a result, the owners of Marsac 61 are not subject to the concessions and obligations other developers within the Flagstaff Mountain Annexation area are subject to. However, developers within the Flagstaff Mountain Annexation area obtained density for the development within the annexation area that was based on calculations that included the Marsac 61 acreage. As a result, in 2004, the Pod A developer set aside and reserved 2.2 unit equivalents for Marsac 61.⁷ (See Exhibit G – Density Allocation Correspondence).

⁷ Also in 2004, the owner of Marsac 61 at that time argued that Marsac 61 had an allotted density of 119 unit equivalents (79 units).

The applicant is requesting that the Park City Zoning Map be amended so that the 1.2-acre portion of Marsac 61 is rezoned from Recreation Open Space to Residential Development, without connection to the Pod A Master Planned Development zoning overlay. Under Residential Development zoning without the Master Planned Development zoning overlay, the maximum density is 3 units per acre. If the Planning Commission and City Council grant the Applicant's request to rezone the 1.2-acre portion of Marsac 61 to Residential Development without a link to the Master Planned Development zoning overlay, 6.84 units could potentially be developed on the 2.28-acre portion of Marsac 61 located in the Residential Development zone. Or, if development of the 2.28-acre portion of Marsac 61 located in the Residential Development without a link to the Master Planned Development zoning overlay is developed as part of a Master Planned Development separate from the Pod A Master Planned Development, Marsac 61 density could be as high as 5 units per acre and the 2.28-acre portion of Marsac 61 could potentially be approved for as many as 11.4 units under a separate Master Planned Development. However, prior to annexation, under Summit County zoning, the 4.7-acre Marsac 61 parcel would qualify for only 0.1175 units.

As a result of the density disagreements, staff recommends that the Planning Commission hold a public hearing and consider denying the applicant's request to rezone the 1.2-acre portion of Marsac 61 from Recreation Open Space to Residential Development, and forward a positive recommendation to City Council to approve a modified rezone in order to restore the 1.2-acre portion of Marsac 61 from Recreation Open Space to Residential Development within a Master Planned Development zoning overlay (RD-MPD) based on the draft Ordinance, Findings of Fact, Conclusions of Law, and Conditions of Approval. Any application to develop the 1.2-acre portion of Marsac 61 in the Residential Development within a Master Planned Development will be subject to the 2.2 unit equivalent threshold.

General Plan Compliance

Volume I of the General Plan contains goals, objectives, and strategies for each of the four (4) Core Values: Small Town, Natural Setting, Sense of Community, and Historic Character. The General Plan goals are outlined with staff analysis in italics below:

Small Town

- Goal 1: Park City will protect undeveloped lands; discourage sprawl, and direct growth inward to strengthen existing neighborhoods. *The proposed zoning map amendment maintains existing development agreements by concentrating development in Pod A along Marsac Avenue and preserving Recreation Open Space, as intended in the Flagstaff Mountain Annexation and Development Agreement.*
- Goal 2: Park City will emphasize and preserve our sense of place while collaborating with the Wasatch Back and Salt Lake County regions through

regional land use and transportation planning. Not applicable.

- Goal 3: Park City will encourage alternative modes of transportation on a regional and local scale to maintain our small town character. Not applicable.

Natural Setting

- Goal 4: Open Space: Conserve a connected, healthy network of open space for continued access to and respect for the Natural Setting. The proposed Zoning Map Amendment will maintain the Recreation Open Space zone for the northern 2.7-acre portion of Marsac 61 as intended in the Flagstaff Mountain Annexation and Development Agreement. If Marsac 61 is developed, the applicant shall recognize and maintain access to trails and open space established in the Flagstaff Development Agreement.
- Goal 5: Environmental Mitigation: Park City will be a leader in energy efficiency and conservation of natural resources reducing greenhouse gas emissions by at least fifteen percent (15%) below 2005 levels in 2020. The Zoning Map Amendment will maintain the original Recreation Open Space zoned property.
- Goal 6: Climate Adaptation: Park City will implement climate adaptation strategies to enhance the City's resilience to the future impacts of climate change. Not applicable to this action.

Sense of Community

- Goal 7: Life-cycle Housing: Create a diversity of primary housing opportunities to address the changing needs of residents. Not applicable.
- Goal 8: Workforce Housing: Increase affordable housing opportunities and associated services for the work force of Park City. Not applicable.
- Goal 9: Parks & Recreation: Park City will continue to provide unparalleled parks and recreation opportunities for residents and visitors. The purpose statements of the Recreation Open Space zone encourages parks, trails, and other recreational uses as well as the preservation and enhancement of environmentally sensitive lands such as the meadows, stream corridors, and forests. Recreation Open Space will be retained for the 2.47-acre northern portion of Marsac 61 and any development on the Residential Development within a Master Planned Development portion of Marsac 61 must maintain existing trails and access to open space from Marsac Avenue.
- Goal 10: Park City will provide world-class recreation and public infrastructure to host local, regional, national, and international events that further Park City's role as a world-class, multi-seasonal destination resort while maintaining a balance with our sense of community. Not applicable.
- Goal 11: Support the continued success of the multi-seasonal tourism economy while preserving the community character that adds to the visitor experience. The development of this site will likely be for second homes that

contribute to the multi-seasonal tourism economy.

- Goal 12: Foster diversity of jobs to provide greater economic stability and new opportunities for employment in Park City. Not applicable.
- Goal 13: Arts & Culture: Park City will continue to grow as an arts and culture hub encouraging creative expression. Not applicable.
- Goal 14: Living within Limits: The future of the City includes limits (ecological, qualitative, and economic) to foster innovative sustainable development, protect the community vision, and prevent negative impacts to the region. Not applicable; however, future development can be conditioned to comply with the City's sustainable development initiatives.

Historic Character

- Goal 15: Preserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations. Not applicable.
- Goal 16: Maintain the Historic Main Street District as the heart of the City for residents and encourage tourism in the district for visitors. Not applicable.

Good Cause

Planning Staff finds that there is Good Cause to grant the Applicant a modified request and restore the 1.2-acre portion of Marsac 61 from Recreation Open Space to Residential Development within a Master Planned Development. Restoring the 1.2-acre portion of Marsac 61 to Residential Development within a Master Planned Development zoning overlay is aligned with the General Plan, Land Management Code, Flagstaff Mountain Annexation zoning, and the Park City Zoning Maps prior to 2016. The inadvertent GIS mapping error will be corrected. Any application to develop the 1.2-acre portion of Marsac 61 in the Residential Development within a Master Planned Development will be subject to the 2.2 unit equivalent threshold.

Process

The Planning Commission may recommend approving, denying, or modifying the Zoning Map Amendment for a final determination by City Council. The City Council determination constitutes Final Action that may be appealed following the procedures in LMC § 15-1-18.

Department Review

This project has gone through interdepartmental review. No further issues were identified.

Notice

On February 13, 2019, the property was posted and courtesy notice was mailed. Legal notice was also published in the Park Record on February 13, 2019 according to requirements of the Land Management Code. The Park City Zoning Map application to rezone the 1.2-portion of Marsac 61 was scheduled for Planning Commission review on February 27, 2019, but was continued. The proposed amendment to the zoning map was scheduled for Planning Commission review on March 13, 2019, but was withdrawn to allow staff more time to investigate the history of Marsac 61.

On July 30, 2019, the property was posted and notice was again mailed to property owners within 300 feet. Legal notice was also published in the Park Record on July 31, 2019, according to requirements of the Land Management Code.

Notice will be sent and published again prior to the City Council public hearing according to the requirements of the LMC.

Public Input

Public comments are attached as Exhibit H.

Alternatives

- The Planning Commission may forward a positive recommendation to City Council to approve the Applicant's Zoning Map Amendment request to rezone the 1.2-acre portion of Marsac 61 from Recreation Open Space to Residential Development without the Master Planned Development zoning overlay; or
- The Planning Commission may deny the Applicant's Zoning Map Amendment request to rezone the 1.2-acre portion of Marsac 61 from Recreation Open Space to Residential Development without the Master Planned Development zoning overlay and forward a positive recommendation to City Council to approve a modified Zoning Map Amendment to restore the 1.2-acre portion of Marsac 61 from Recreation Open Space to Residential Development within a Master Planned Development zoning overlay; or
- The Planning Commission may deny the Zoning Map Amendment and direct staff to make findings for this decision; or
- The Planning Commission may continue the discussion on the Zoning Map Amendment to a date certain and provide input to staff and the Applicant on any additional information they require in order to make a recommendation.

Significant Impacts

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

Consequences of not taking the Planning Department's Recommendation

The inadvertent change in the 2016 Park City Zoning Map that resulted from a GIS error does not meet the due process required for zoning map amendments outlined in the Land Management Code. The unintended change of zoning for the 1.2-acre portion of Marsac 61 would not be corrected.

Summary Recommendations

Staff recommends that the Planning Commission deny the applicant's request to rezone the 1.2-acre portion of Marsac 61 from Recreation Open Space to Residential Development without the Master Planned Development zoning overlay, and forward a positive recommendation to City Council to approve a modified rezone in order to restore the 1.2-acre portion of Marsac 61 from Recreation Open Space to Residential Development within a Master Planned Development zoning overlay based on the draft Ordinance, Findings of Fact, Conclusions of Law, and Conditions of Approval.

Exhibits

Exhibit A – Zoning Map Amendment Draft Ordinance and amended Zoning Map

Exhibit B – Survey

Exhibit C – Applicant's Statement

Exhibit D – Original Zoning (Annexation)

Exhibit E – Annexation Plat

Exhibit F – Flagstaff Development Areas

Exhibit G – Density Allocation Correspondence

Exhibit H – Public Comments

Ordinance No. 19-XX

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT TO RESTORE THE
RESIDENTIAL DEVELOPMENT ZONE WITHIN A MASTER PLANNED
DEVELOPMENT FOR A 1.2-ACRE PORTION OF MARSAC 61
(PARCEL NO. PCA-S-384) AT APPROXIMATELY 8925 MARSAC AVENUE,
PARK CITY, UTAH.**

WHEREAS, the property owner requested a Zoning Map Amendment on December 13, 2018, to change a 1.2-acre portion of Marsac 61 from Recreation Open Space to Residential Development; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on February 13, 2019, the property was posted and notice was mailed according to the requirements of the Land Management Code; and

WHEREAS, legal notice was published in the Park Record on February 13, 2019, according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on February 27, 2019, to receive input on Zoning Map Amendment and continued the matter; and

WHEREAS, the Planning Commission held a public hearing on March 13, 2019, but the Zoning Map Amendment was withdrawn to allow staff more time to investigate the Application; and

WHEREAS, on July 30, 2019, the property was posted and notice was mailed according to the requirements of the Land Management Code; and

WHEREAS, legal notice was published in the Park Record on July 31, 2019, according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on August 14, 2019, to receive input on the Zoning Map Amendment; and

WHEREAS, the Planning Commission forwarded a _____ recommendation to City Council; and

WHEREAS, on _____, City Council held a public hearing to receive input on the Zoning Map Amendment; and

WHEREAS there is good cause and it is in the best interest of Park City Utah, to approve the Zoning Map Amendment.

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

SECTION 1. APPROVAL. The Zoning Map Amendment to restore the 1.2-acre portion of Marsac 61 from the Recreation Open Space zone to the Residential Development within a Master Planned Development at approximately 8925 Marsac Avenue as shown in Attachment 1 is approved subject to the following Findings of Facts and Conclusions of Law.

Findings of Fact:

1. Summit County Parcel No. PCA-S-384, also known as Lot 61 of the Marsac Mining Claim (Marsac 61) is a 4.7-acre parcel located at approximately 8925 Marsac Avenue.
2. On June 24, 1999, City Council adopted Ordinance No. 99-30, annexing approximately 1,750 acres known as Flagstaff Mountain, now known as Empire Pass, into the corporate limits of Park City.
3. Prior to annexation into Park City, the Flagstaff Mountain properties had limited development potential under Summit County zoning, which permitted one unit of development per 40 acres and prohibited large-scale development. Under Summit County zoning, the 4.7-acre Marsac 61 parcel would qualify for only 0.1175 units. Therefore, the recommended density of 2.2 units represents a significant upzone.
4. On June 24, 1999, City Council passed Resolution No. 20-99, authorizing the Flagstaff Development Agreement, which required the developer to restrict development on certain properties, to preserve parking lots near City Hall, to operate private shuttle services within the development area, to spend millions of dollars on road construction, to place a conservation easement on many acres, and to restrict development within the Flagstaff Mountain area to designated pods.
5. Marsac 61 was annexed into Park City in 1999 as part of the Flagstaff Mountain Annexation.
6. The Flagstaff Mountain Annexation zoned the upper 2.47-acre portion of Marsac 61 Recreation Open Space and the lower 2.28-acre portion of Marsac 61 Residential Development within a Master Planned Development.
7. The 2.28-acre portion of Marsac 61 in the Residential Development within a Master Planned Development zone was included in the Mountain Village development pod known as Pod A.
8. Marsac 61 is undeveloped.
9. After annexation, ownership and development rights associated with Marsac 61 were contested and years of litigation ensued.
10. As a result of contested ownership and litigation, the 2.8-acre portion of Marsac

- 61 that was initially included in Pod A Residential Development within a Master Planned Development at the time of the Flagstaff Mountain Annexation was excluded from development.
11. On August 12, 2005, the Pod A *Village at Empire Pass West Side* subdivision plat was recorded and the 2.8-acre portion of Marsac 61 within the Residential Development within a Master Planned Development zone was excluded.
 12. On January 23, 2018, the Pod A *Village at Empire Pass North* subdivision plat was recorded and the 2.8-acre portion of Marsac 61 within the Residential Development within a Master Planned Development zone was excluded.
 13. On September 1, 2016, City Council enacted [Ordinance 2016-42](#) and approved a rezone for portions of 3776 Rising Star Lane.
 14. When the Park City zoning map was updated in 2016 to reflect the Rising Star Lane zoning amendments, due to a GIS mapping error likely caused by a conflict between the base zoning layer and the Master Planned Development zoning overlay layer in the Pod A Residential Development within a Master Planned Development, a 1.2-acre portion of Marsac 61 was inadvertently changed from the Residential Development within a Master Planned Development zone to the Recreation Open Space zone.
 15. There is a significant difference in the types of uses and densities allowed in the Residential Development zone and the Recreation Open Space zone, specifically, no residential uses are permitted within the Recreation Open Space zone.
 16. From the time of annexation until the most recent Park City Zoning Map was approved in 2017, the zoning of the 1.2-acre portion of Marsac 61 was Residential Development within a Master Planned Development.
 17. There is no record showing that any party, including the owner/applicant or the City, requested to change the zoning of the 1.2-acre portion of Marsac 61 from Residential Development within a Master Planned Development to Recreation Open Space.
 18. On December 13, 2018, the applicant submitted a complete application to amend the Park City Zoning Map to change the 1.2-acre portion of Marsac 61 zoning from Recreation Open Space to Residential Development, without the Master Planned Development zoning overlay.
 19. Development without connection to the Master Planned Development zoning overlay exacerbates disputes over density. Under the Residential Development zoning without the Master Planned Development zoning overlay, the density for the 2.28-acre portion of Marsac 61 located in the Residential Development zone could potentially develop 6.84 units. Or, if the development of the 2.28-acre portion of Marsac 61 located in the Residential Development zone without the Master Planned Development zoning overlay is developed as part of a Master Planned Development separate from the Pod A Master Planned Development zoning overlay, Marsac 61 density could be as high as 5 units per acre and the 2.28-acre portion of Marsac 61 could potentially be approved for as many as 11.4 units.
 20. Developers within the Flagstaff Mountain Annexation area obtained density for the development within the annexation area that was based on calculations that included the Marsac 61 acreage. As a result, in 2004, the Pod A developer set aside and reserved 2.2 unit equivalents for Marsac 61.
 21. Restoring the 1.2-acre portion of Marsac 61 to Residential Development within a

Master Planned Development is in line with the Flagstaff Mountain Annexation zoning.

22. Restoring the 1.2-acre portion of Marsac 61 to Residential Development within a Master Planned Development establishes continuity in zoning with adjacent Residential Development within Master Planned Development properties.
23. Restoring the 1.2-acre portion of Marsac 61 to Residential Development within a Master Planned Development corrects an unintentional 2016 Zoning Map error that resulted from a GIS error.
24. The proposed Zoning Map Amendment directs complimentary development into an existing neighborhood and retains the northern 2.47-acre portion of Marsac 61 in the Recreation Open Space zone, meeting the goals of the General Plan, particularly Goal 1: Protect undeveloped lands, discourage sprawl, and direct growth inward to strengthen existing communities; Goal 4: Open Space; Goal 5: Environmental Mitigation; and Goal 9: Parks and Recreation, as stated in the Analysis component of this report.

Conclusions of Law:

1. There is Good Cause to restore the 1.2-acre portion of Marsac 61 from Recreation Open Space to Residential Development within a Master Planned Development.
2. The Zoning Map Amendment is consistent with the 2014 Park City General Plan and the Land Management Code.
3. The Zoning Map Amendment is consistent with applicable State law.
4. Neither the public nor any person will be materially injured by the proposed Zoning Map Amendment.
5. Approval of the Zoning Map Amendment does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval:

1. The Official Zoning Map shall be amended to designate the 1.2-acre portion of Marsac 61 Residential Development within a Master Planned Development.
2. Upon amendment of the Official Zoning Map, the Mayor shall execute a new Official Zoning Map.
3. Approval of this Zoning Map restoration does not change the designated density of 2.2 Unit Equivalents set aside for the Marsac 61 property.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication and when the revised Official Zoning Map is signed by the Planning Director upon final review by the City Attorney.

PASSED AND ADOPTED this _____, 2019.

PARK CITY MUNICIPAL CORPORATION

MAYOR

ATTEST:

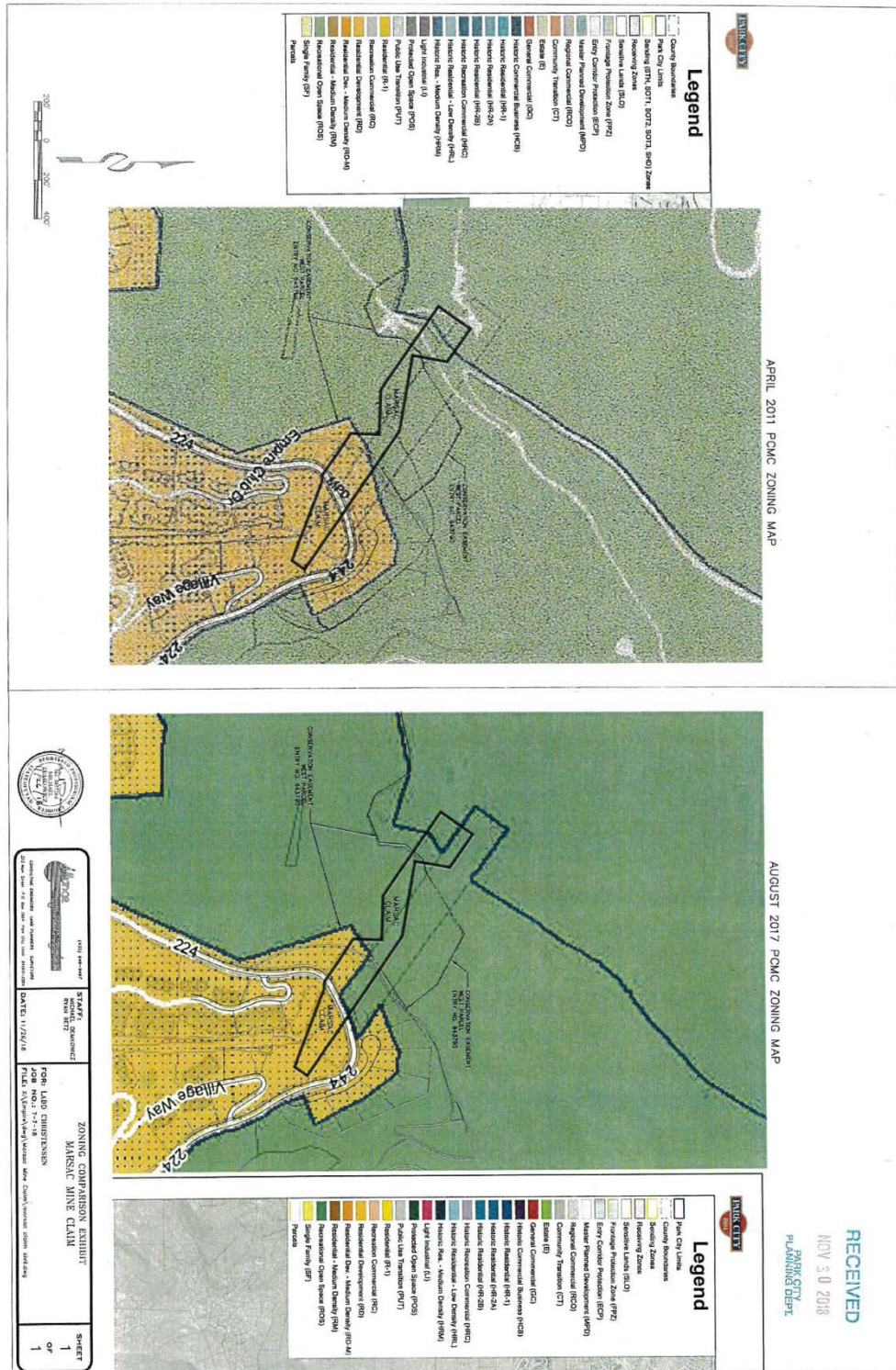
City Recorder

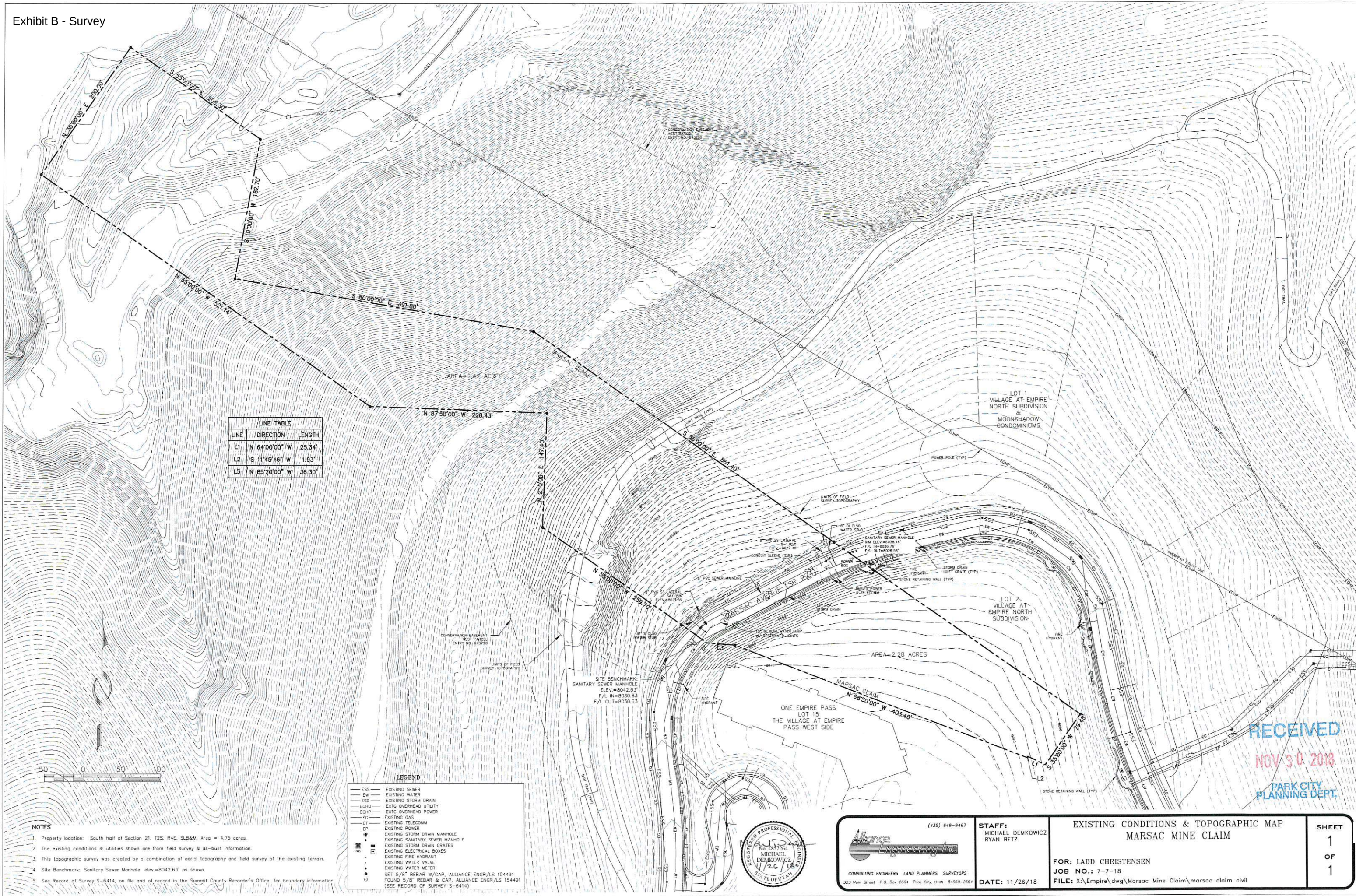
APPROVED AS TO FORM:

City Attorney

Attachment 1 – Proposed Zoning Map Amendment

Attachment 1 – Restoration of the Official Zoning Map to reflect the Residential Development within a Master Planned Development as shown on the 2011 Official Zoning Map for the 1.2-acre portion of Marsac 61.







GRANT OF EASEMENT: SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
RECORDED: NOVEMBER 21, 2001
ENTRY NO.: 604046
BOOK 1412, PAGE 1269

EASEMENT AGREEMENT: PARK CITY MUNICIPAL CORPORATION
RECORDED: MARCH 22, 2004
ENTRY NO.: 692418
BOOK 1808, PAGE 815

LOT 66-SILVER TREASURE

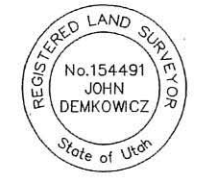
LOT 62-QUINN

LOT 61-MARSAC

LOT 53-LITTLE MC

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that a survey of the following described property was performed under my direction.



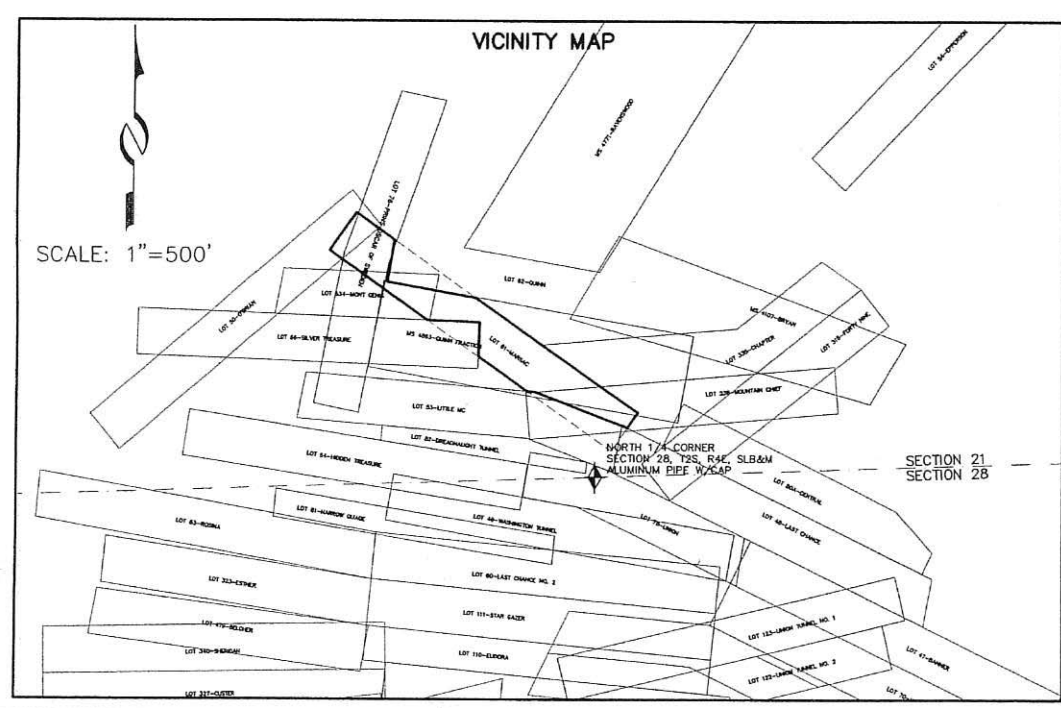
John Demkowicz
John Demkowicz

Jan 25, 2007
Date

LEGAL DESCRIPTION

A retracement survey of LOT 61, Marsac Mining Claim, Uintah Mining District

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 35°00'00" E	79.48
L2	S 64°00'00" E	25.34
L3	N 11°45'46" E	1.93
L4	S 85°20'00" E	36.30
L5	S 02°10'00" W	147.40



SECTION 21
SECTION 28

FILE No. S00064W
FILED AT THE REQUEST OF:
Alliance Engineering
ALAN SPRIGGS SUMMIT CO. RECORDER
FEE \$ 10.00 By JD
FILED 2-1-07 at 15:42 PM

NORTH 1/4 CORNER
SECTION 28, T2S, R4E, SLB&M
ALUMINUM PIPE W/CAP

NE CORNER
SECTION 28, T2S, R4E, SLB&M

WITNESS CORNER
REBAR & CAP

WITNESS CORNER
BRASS CAP IN CURB

(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
JOHN DEMKOWICZ
MARSHALL KING
BLAKE MYERS

DATE: 12/12/06

SHEET
1
OF
1

BOUNDARY SURVEY
LOT 61, MARSAC MINING CLAIM

FOR: ROBERT LOCKHEAD
JOB NO.: 10-7-06
FILE: X:\Empire\dwg\sr\sr06\100706.dwg

RECEIVED
NOV 30 2017 527
PARK CITY
PLANNING DEPT.

Marsac Mining Claim
Rezoning Application
November 30th, 2018

Summary

Marsac Mining Claim (the "Property") is a 4.75 acre property adjacent Pod A (Empire Pass Village) as shown in the Flagstaff Development Agreement ("Flagstaff DA"). Sometime between 2011 and 2017, the Park City zoning map was amended such that a ~1.2 acre portion of the Property was reclassified from RD to ROS. This application is to rezone that portion of the Property from ROS back to RD.

History

In 1999, the Marsac Mining Claim (the "Property") was annexed into Park City, concurrent with the adjacent lands covered by the Flagstaff DA initiated by United Park City Mines Company ("United Park"). Mayflower, the owner of the Property in 1999 was not a signatory to the Flagstaff DA, but Mayflower's Flagstaff Mountain lands were included in the annexation.

Consistent with the intent of the Flagstaff DA, the majority of United Park's lands were zoned Recreation Open Space ("ROS"), with approved development pods zoned Residential Development ("RD"). The initial boundaries of the RD zone are assumed to have followed the development pod bubbles shown in the Flagstaff DA. As United Park tightened up the Flagstaff development plan through several Master Planned Development ("MPD") approvals, the zoning map conformed to the final boundaries of the development pods.

In 2002, United Park City Mines Company ("United Park") recorded Conservation Easement 643790 (the "Conservation Easement") on approximately 900 acres of lands within the Flagstaff Annexation Area, in accordance with requirements of Flagstaff DA Article 2.2.1.8. The metes and bounds of the West Parcel described in the Conservation Easement include portions of the Property although the Property was not owned by United Park at the time and the owner was not a signatory to the Flagstaff DA.

While the Property was not covered by the Flagstaff DA (or 2007 Amended Flagstaff DA), zoning on the Property was initially established consistent with zoning on adjacent lands held by United Park. United Park's lands SE of the Conservation Easement West Parcel were zoned RD, while lands within the West Parcel were zoned ROS. The portion of the Property SE of the Conservation Easement is shown as RD on the 2011 zoning map while the portion of the Property within the boundaries of the Conservation Easement West Parcel is shown as ROS.

Sometime between 2011 and 2017, the zoning map was amended such that the entire portion of the Property NW of Marsac Avenue is now shown as ROS, although the adjacent lands to the east and west are both zoned RD.

RECEIVED

NOV 30 2018

PARK CITY
PLANNING DEPT.

LEC Properties acquired the Property in 2014 and seeks zoning consistent with adjacent properties.

Rezoning Considerations

- The proposed rezoning addresses what appears to have been an inadvertent error whereby a portion of the Property was rezoned inconsistent with adjacent properties.
- No lot line adjustments are proposed as part of this rezoning application. Development of the Property will be subject to a future plat approval.
- While not the subject of the current application, the Owner is considering the future submission of an application to develop the property as multi-family residential subject to a Master Plan Development ("MPD") approval.

RECEIVED

NOV 30 2018

PARK CITY
PLANNING DEPT.

RECEIVED

NOV 30 2018

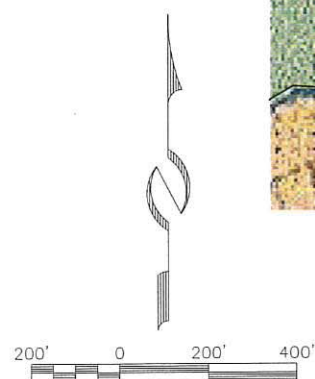
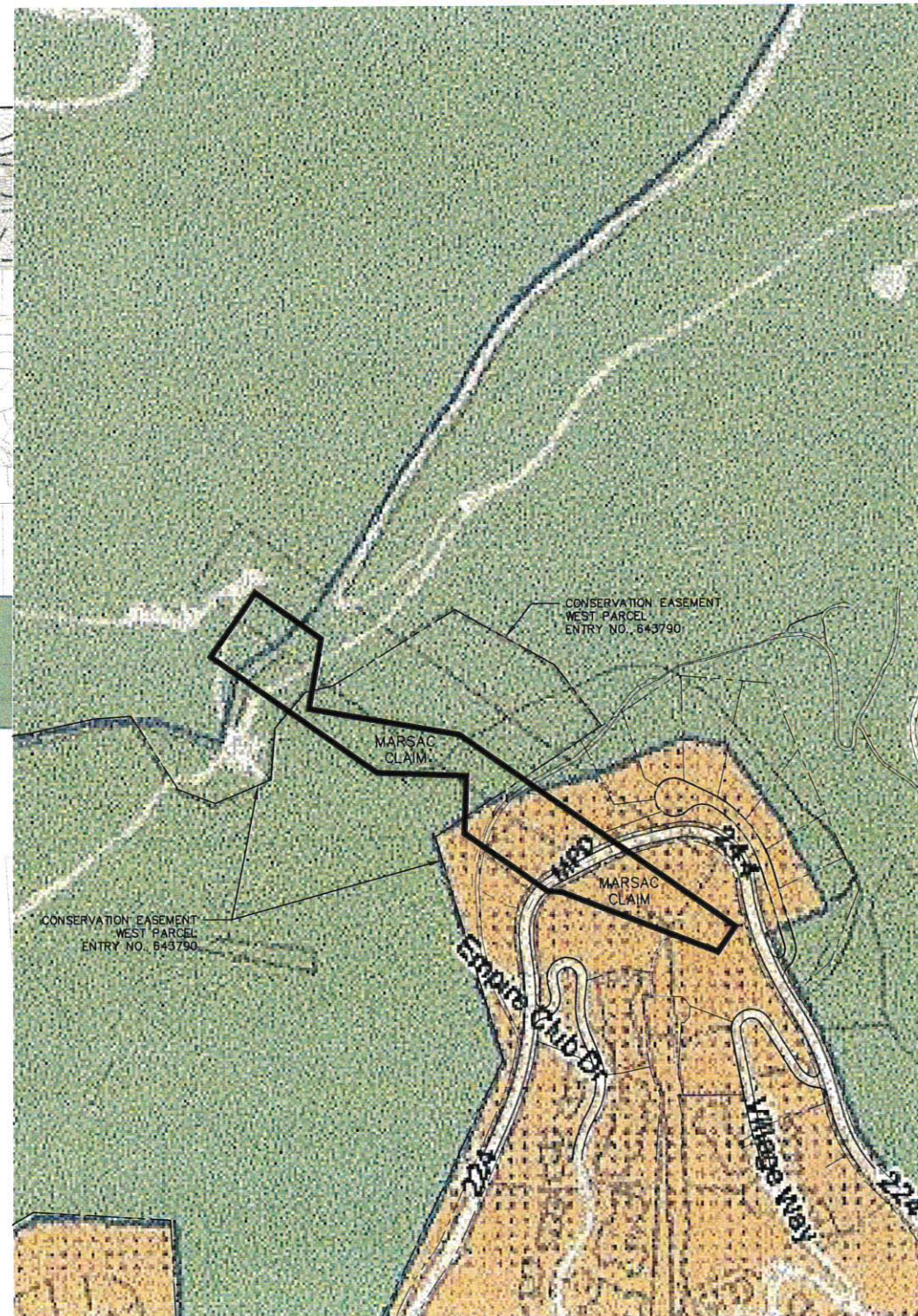
PARK CITY
PLANNING DEPT.

APRIL 2011 PCMC ZONING MAP



Legend

- County Boundaries
- Park City Limits
- Sending (STH, SOT1, SOT2, SOT3, SHD) Zones
- Receiving Zones
- Sensitive Lands (SLO)
- Frontage Protection Zone (FPZ)
- Entry Corridor Protection (ECP)
- Master Planned Development (MPD)
- Regional Commercial (RCO)
- Community Transition (CT)
- Estate (E)
- General Commercial (GC)
- Historic Commercial Business (HCB)
- Historic Residential (HR-1)
- Historic Residential (HR-2A)
- Historic Residential (HR-2B)
- Historic Recreation Commercial (HRC)
- Historic Residential - Low Density (HRL)
- Historic Res. - Medium Density (HRM)
- Light Industrial (LI)
- Protected Open Space (POS)
- Public Use Transition (PUT)
- Residential (R-1)
- Recreation Commercial (RC)
- Residential Development (RD)
- Residential Dev. - Medium Density (RD-M)
- Residential - Medium Density (RM)
- Recreational Open Space (ROS)
- Single Family (SF)
- Parcels

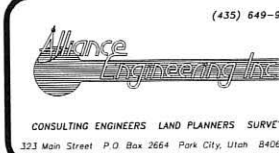
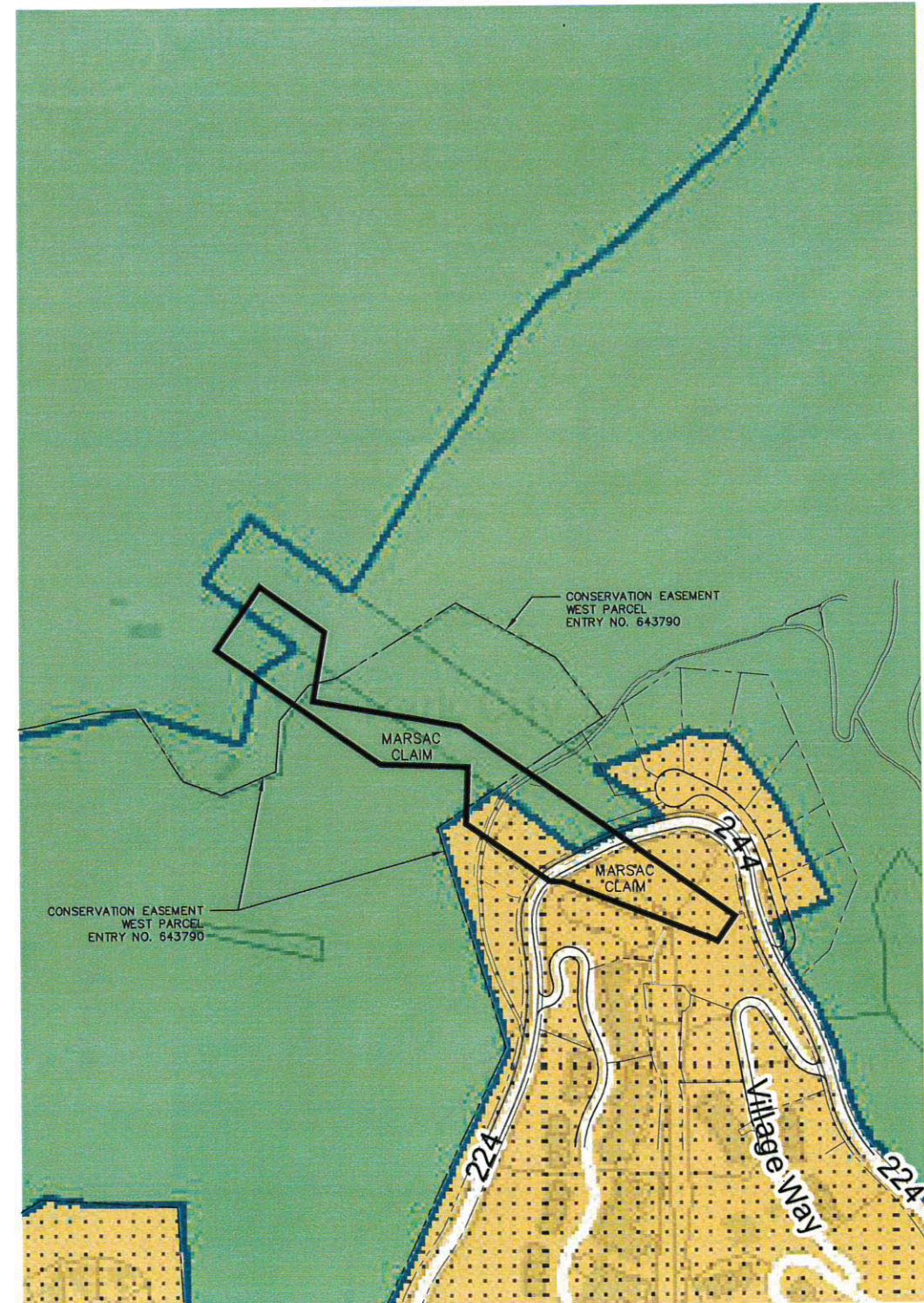


AUGUST 2017 PCMC ZONING MAP



Legend

- Park City Limits
- County Boundaries
- Sending Zones
- Receiving Zones
- Sensitive Lands (SLO)
- Frontage Protection Zone (FPZ)
- Entry Corridor Protection (ECP)
- Master Planned Development (MPD)
- Regional Commercial (RCO)
- Community Transition (CT)
- Estate (E)
- General Commercial (GC)
- Historic Commercial Business (HCB)
- Historic Residential (HR-1)
- Historic Residential (HR-2A)
- Historic Residential (HR-2B)
- Historic Recreation Commercial (HRC)
- Historic Residential - Low Density (HRL)
- Historic Res. - Medium Density (HRM)
- Light Industrial (LI)
- Protected Open Space (POS)
- Public Use Transition (PUT)
- Residential (R-1)
- Recreation Commercial (RC)
- Residential Development (RD)
- Residential Dev. - Medium Density (RD-M)
- Residential - Medium Density (RM)
- Recreational Open Space (ROS)
- Single Family (SF)
- Parcels

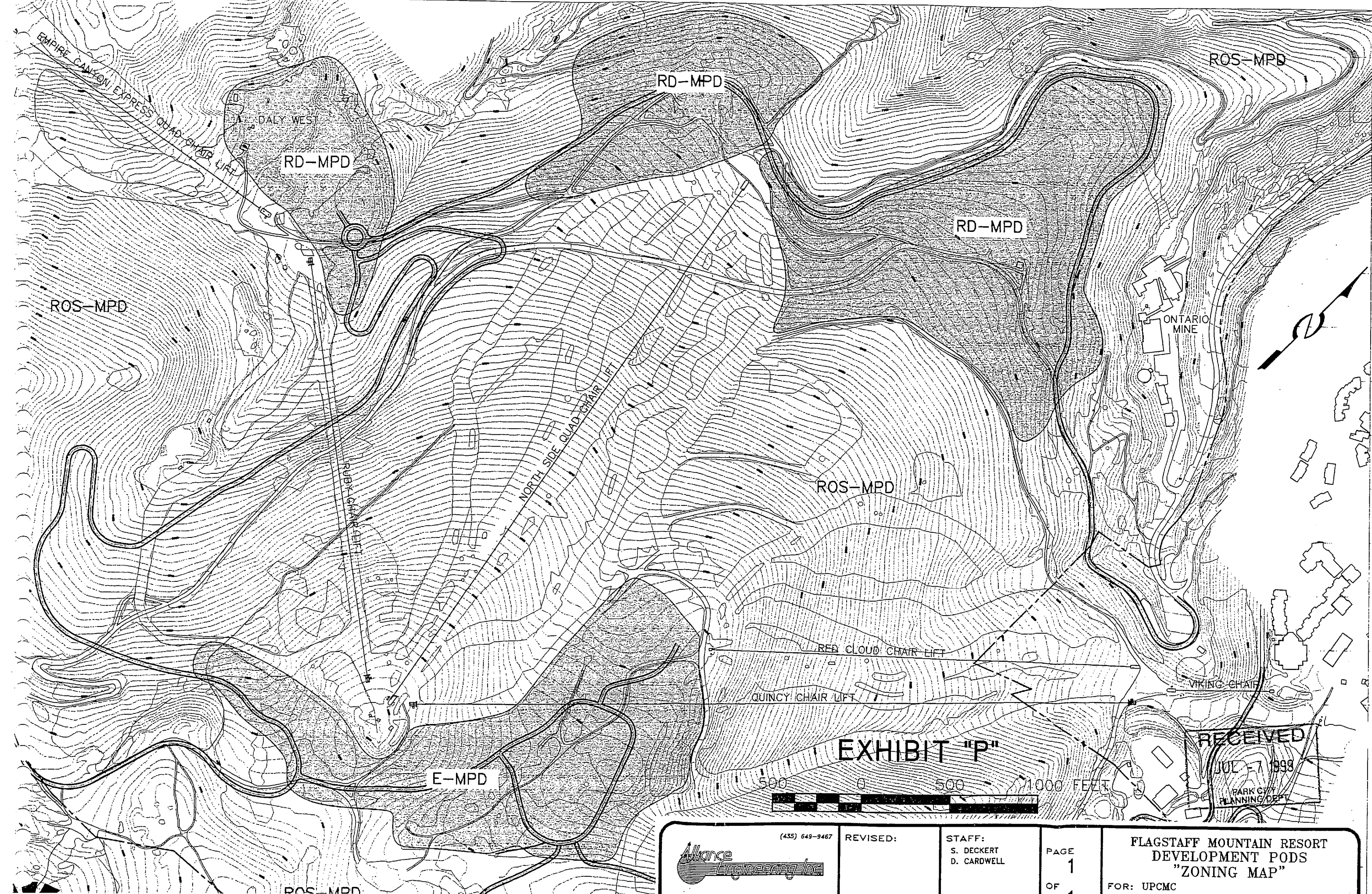


STAFF:
MICHAEL DEMKOWICZ
RYAN BETZ
DATE: 11/26/18

ZONING COMPARISON EXHIBIT MARSAC MINE CLAIM

FOR: LADD CHRISTENSEN
JOB NO.: 7-7-18
FILE: X:\Empire\dwg\Marsac Mine Claim\marsac claim civil.dwg

SHEET
1
OF
1
530



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 64°44'13" E	136.79
L2	N 67°45'58" E	149.28
L3	N 81°11'10" E	122.88
L4	N 77°18'44" E	85.84
L5	N 77°48'30" E	79.25
L6	R 55°11'16" E	94.42
L7	S 72°54'27" E	85.42
L8	S 71°42'35" E	163.43
L9	N 10°41'54" E	76.70
L10	N 15°21'41" E	116.30
L11	N 56°44'38" E	142.80
L12	N 46°47'25" E	123.00
L13	N 35°09'16" E	88.70
L14	N 32°14'53" E	103.60
L15	N 32°00'03" E	159.20
L16	N 33°28'55" E	136.00
L17	N 38°27'54" E	138.00
L18	N 27°54'51" E	126.00
L19	N 31°30'07" E	96.30
L20	N 40°35'50" E	110.60
L21	N 50°15'25" E	32.50
L22	N 58°00'00" E	94.30
L23	N 50°23'25" E	105.09
L24	N 28°18'45" E	186.59
L25	S 00°15'34" W	115.59
L26	S 08°39'11" E	217.32
L27	S 35°30'39" E	87.30
L28	S 03°30'00" E	83.08
L29	S 31°30'00" W	68.20
L30	S 79°28'18" W	45.49
L31	S 17°08'46" E	88.76
L32	S 29°20'00" W	117.80
L33	S 83°34'00" W	89.10
L34	N 46°45'00" W	87.90
L35	N 77°28'00" W	181.00
L36	S 35°36'00" W	219.10

CURVE TABLE

CURVE	ARC	DELTA	RADIUS	CHORD	CHORD BRG
C1	398.24	15°23'33"	1482.39	507.57	S 07°57'20" W
C2	813.57	06°11'23"	5879.58	123.33	S 12°33'25" W
C3	388.82	16°06'55"	1392.39	507.57	S 01°24'18" W
C4	300.26	48°51'38"	386.52	310.03	S 31°03'00" E
C5	364.28	30°23'53"	686.62	340.19	S 40°19'03" E
C6	191.78	21°28'53"	508.37	147.18	S 14°18'27" E
C7	214.46	55°51'14"	220.00	315.37	S 31°55'37" E

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163931, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Patented Government Lots of Record as prescribed within the boundary of the Flagstaff Mountain Resort annexation petition. In addition, this plat accurately illustrates a parcel of land located in the Southwest Quarter of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

John Demkowicz
L.S. No. 163931

Date

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents: That the undersigned corporate agent for United Park City Mines, the owner of the majority of the land described and illustrated on this plat do hereby petition Park City Municipal Corporation, of Summit County, Utah, that said lands be Annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Hank Rothwell, President

ACKNOWLEDGEMENT

State of _____
County of _____

On this _____ day of _____, 1999 Hank Rothwell personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the Corporate Agent for United Park City Mines Company, the owner of the majority of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

Notary Public

My Commission Expires: _____

LEGAL DESCRIPTIONS

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 1003.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running Northeastly along said demarcation and ridge line: North 44°09'00" East 1238.63 feet; thence North 35°07'44" East 548.54 feet; thence North 57°33'27" East 779.84 feet; thence North 49°33'13" East 816.72 feet; thence North 71°34'40" East 644.25 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'38" East 569.79 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°14'14" 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 Gulch; thence along said ridge line the following eight courses: thence North 84°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°18'44" East 85.84 feet; thence North 77°48'30" East 79.25 feet; thence North 88°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 line the following fifteen (15) courses: North 10°41'54" East 76.70 feet; thence North 15°21'41" East 116.30 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 103.60 feet; thence North 32°00'03" East 159.20 feet; thence North 33°28'55" 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 96.30 feet; thence North 40°35'50" East 110.60 feet; thence North 50°15'25" East 32.50 feet; thence North 58°00'00" East 94.30 feet; thence North 50°23'25" East 105.09 feet; thence North 28°18'45" East 186.59 feet; thence South 00°15'34" West 115.59 feet; thence South 08°39'11" East 217.32 feet; thence South 35°30'39" East 87.30 feet; thence South 03°30'00" East 83.08 feet; thence South 31°30'00" West 68.20 feet; thence South 79°28'18" West 45.49 feet; thence South 17°08'46" East 88.76 feet; thence South 29°20'00" West 117.80 feet; thence South 83°34'00" West 89.10 feet; thence North 46°45'00" West 87.90 feet; thence North 77°28'00" West 181.00 feet; thence South 35°36'00" West 219.10 feet; thence North 34°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.

FLAGSTAFF MOUNTAIN RESORT ANNEXATION PLAT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 20, THE SOUTH 1/2 OF SECTION 21, THE WEST 1/2 OF SECTION 27, SECTION 28, SECTION 29, THE NORTHEAST 1/4 OF SECTION 32, THE NORTH 1/2 OF SECTION 33, THE NORTHWEST 1/4 OF SECTION 34, THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 SOUTH, RNG 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH



JOB No. 17-4-96 FLAGSTAFF OVERALL/FLGANEX

ALLIANCE ENGINEERING INC.

P.O. BOX 2664
323 MAIN STREET
PARK CITY, UTAH 84060
(435) 649-9467

PLANNING COMMISSION

APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS _____
DAY OF _____, 1999 A.D.
BY _____
CHAIRMAN

ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____
DAY OF _____, 1999 A.D.
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____
DAY OF _____, 1999 A.D.
BY _____
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

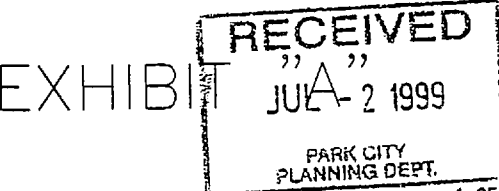
I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS _____ DAY
OF _____, 1999 A.D.
BY _____
PARK CITY RECORDER

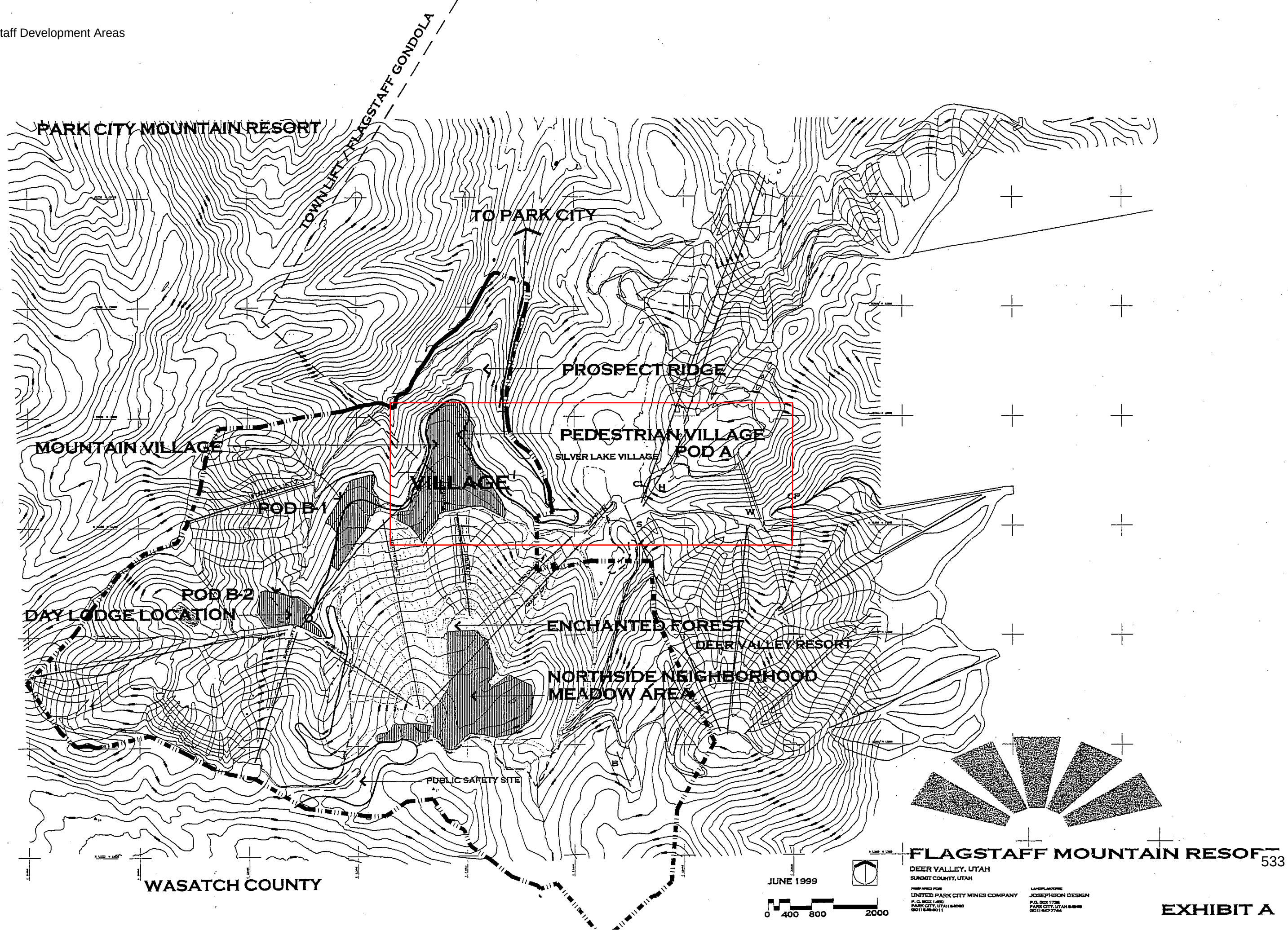
COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS _____ DAY OF _____,
1999 A.D.
BY _____
MAYOR

RECORDED

STATE OF UTAH COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEE _____ RECORDER _____







DOUGLAS CLYDE
Mountain Resort Consulting Services, LLC

P.O. Box 561
5258 N. New Lane
Oakley, UT 84055

Patrick J. Putt
Planning Director
Park City Municipal Corporation
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060-1480

June 23, 2004

Dear Pat:

As you are aware, United Park and Mayflower have been and continue to be engaged in the pursuit of a mutually acceptable solution to their dispute. This letter is to confirm that, until such time as a solution is reached by United Park and Mayflower, United Park is willing to set aside and reserve 2.2 UE's for the Marsac mining claim.

Sincerely

CC: Mandy Scully
David Smith

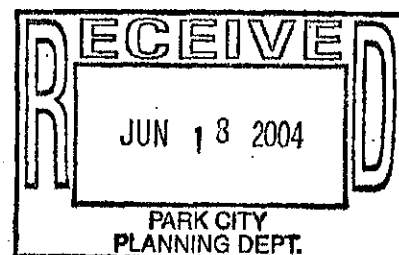
Mountain Resort Consulting Services, LLC
Douglas Clyde Managing Partner
Phone: 435-333-8001 - Fax: 435-783-5687 - email: dclde@allwest.net

E. Craig Smay, P.C.

174 E. South Temple
Salt Lake City, UT 84111-1102
ph: (801) 539-8515
fx: (801) 539-8544

FACSIMILE TRANSMISSION

To: Park City Planning Commissioners (435) 615-4906
Fr: E. Craig Smay
Date: June 18, 2004
Re: Planning Commission Agenda 06/23/04
Total Pages: 5



The information contained in this facsimile transmission is confidential, may be subject to the attorney-client privilege and is intended only for the use of the recipient named above. If the reader of this information is not the intended recipient, you are hereby notified that this is not a waiver of privilege and any dissemination, distribution or copying of this information is strictly prohibited. If you have received this information in error, please immediately notify the sender by telephone, and return the original information to the sender, by U.S. mail, at the above address.

E. CRAIG SMAY
174 East South Temple
Salt Lake City, Utah 84111
Telephone: (801) 539-8515
Fax: (801) 539-8544

TO: Park City Planning Commissioners
P.O. Box 682002
Park City, UT 84068
(435) 615-4906

Re: Planning Commission Agenda, June 23, 2004
Empire Pass/Red Cloud area of the Flagstaff Mountain Resort

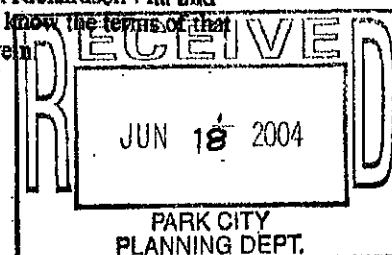
While Mayflower and United Park City Mines Corporation ("United Park") continue to discuss possible solutions to their dispute, there is a possibility that the parties may not be able to reach an understanding regarding development within the Flagstaff Mountain Resort Annexation. Mayflower does not want to hold up the development process in any way, but feels that an application to develop its property is necessary to preserve its rights, because of the timing of the planning process by United Park on Pods A, B-1, B-2 and Pod D.

Density made available to Mayflower in the forthcoming application is shown by the following analysis.

The City granted total density in the amount of 54 single family lots and 705 unit equivalents together with 75,000 square feet of commercial development in Pods A, B-1, B-2 and D within the annexation area. Mayflower owns or controls approximately 280.26 acres or 16.93% of the total annexation area.

Table 1 -- Relative Ownership in Annexation Area		
Area	Acreage	Per Cent
Total	1,655.00	100.00%
United Park & Other Acres	1374.74	83.07%
Mayflower Acres	280.26	16.93%

¹ The figures used are the best currently available. They do not include acreages in Richardson Flat and Iron Mountain required by the City to be contributed by United Park. As we do not know the terms of that requirement, we have not attempted to include these acreages in the calculations herein.



The actual density contemplated to be assigned to the landowners by the City is as follows:

Table 2 -- Density Assigned By City in Annexation Area					
Ownership	Per Cent Ownership	Lots	Per Cent	Unit Equivalents	Per Cent
United Park & Other	83.07%	47	87.04%	706 + commercial	100%
Mayflower	16.93%	7	12.96%	0	0%

The inequity shown by the above analysis is very clear. It results from the assignment of density benefits of the annexation among ownerships disproportionately to assignment of open space assessments.

As we have indicated to you in previous correspondence, Mayflower controls the Marsac claim in Pod A. This area is 5.01 acres in total. The City approved the road location directly through this property. The road, which has now been constructed, provides access to United Park's entire development in the annexation area. Mayflower has yet to consent to this use of its property.

Mayflower has had a brief pre-application conference with staff. While quick to indicate that staff was not willing to be a referee in the dispute, they also shared that the amount of density on Marsac would be computed by the following analysis:

Table 3 -- Staff Suggested Marsac Density	
Marsac Acreage in Pod A	5.01
Total Acreage in Annexation	1,655.00
Per Cent	0.30%
Total Density	705
Unit Equivalents to Mayflower	2.1

This serves to compound the already inequitable approach taken by the City, insofar as it differs significantly from the standard applied to United Park. This approach would yield the following density for United Park in Pod A:

Table 4 - Pod A Density Using Staff's Logic	
Approximate United Park Acreage in Pod A	50
Total Acreage in Annexation	1,655.00
Per Cent	3.02%
Total Density	705
Unit Equivalents to United Park	21.3

In order to be consistent, it would not appear prudent for the City to follow this approach unless it were prepared to assign density to United Park in Pod A of approximately 21 unit equivalents. Any argument that United Park has provided open space to support such higher density is simply not correct given the results in Table 1 and Table 2.

While United Park's application requires development on Mayflower's property, it also seeks a density disproportionate to its acreage contribution to the annexation, which precludes assignment to Mayflower of density proportionate to its contribution. In order to be consistent, it would not appear prudent for the City to accept or approve such plans without at least causing United Park to move the road to property that does not belong to Mayflower, and adjusting density assignments.

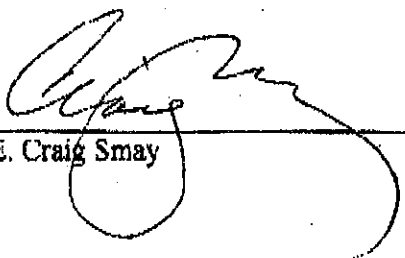
We will submit the following very simple approach to this. The amount of density within the annexation area would approximate the relative ownership of the annexation area:

1. Mayflower would submit an application for and receive entitlements to develop 7 lots in Pod D (this is significantly less than 16.93%). Mayflower will work with United Park to coordinate the planning effort. Mayflower will adhere to any design guidelines generated as a result of United Park's process. Because the amount is less than the 16.93 per cent, Mayflower will invoke the provision of the Development Agreement allowing the City to provide infrastructure connections to "upper mountain" owners without cost.
2. Mayflower would receive entitlements in the amount of 119 unit equivalents (79 units) in Pod A (this represents approximately 16.93%). Mayflower would process an application on Marsac in a density amount with which staff and the Planning Commission is comfortable (in the normal process). It is very doubtful that the site will accommodate the entire 119 unit equivalents. Any amount of the 119 unit equivalents still remaining after the Marsac process would be available

for Mayflower to transfer to United Park (or assignee) in Pods A, B-1 or B-2. Mayflower would not be able to transfer such density elsewhere without the consent of the City.

This approach is simple and equitable. It will solve the problems with the road and will allow the entire project to move forward with no impediments from Mayflower. It will be simple for staff to administer. It permits refinement or correction of the pertinent figures as necessary as the application is processed.

Very truly yours,



E. Craig Smay

cc: Bob Wells
David Smith
Gary Jackson



18th June 2004

Mr. Brooks Robinson
Park City Planning & Zoning
Marsac Building
Park City, Utah 84098

Re: Mayflower Properties in Empire Pass

Dear Brooks:

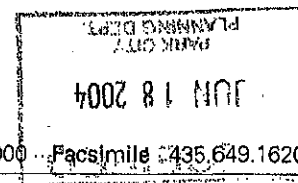
We are currently negotiating a contract with Stichting Mayflower for our firm to design and prepare an MPD Application for two properties owned by Stichting Mayflower in the Empire Pass Development and within the Flagstaff Mountain Resort Annexation. It is our intention to submit this MPD Application on or before July 16, 2004 meeting the initial application requirements of the Park City Development Code.

We understand that discussions are currently ongoing between Mayflower, Park City Municipal Corp. and UPMC and/or Talisker to resolve various density and road construction issues. It is hopeful that our involvement with the design of the Mayflower properties may assist, if not act, as a design mediator between all parties.

Our current direction for the MPD submittal is to design 7 single-family lots adjacent to the proposed Red Cloud Subdivision (Pod D) and up to 119 units on the Marsac Mining Claim parcel (Pod A). This is consistent with a recent letter signed by Craig Smay that discusses densities on the Mayflower Properties. However, it is our opinion that the 119 units on the Marsac parcel are going to be difficult to obtain when studying the parcels' acreage, slopes and physical location within Pod A.

The attached Exhibit illustrates a quick study of the Marsac parcel and the possibility of obtaining in the neighborhood of 30 residential development units, based upon unit sizes of 2000 square feet. This quick concept and the parcels' density will be thoroughly studied and designed, prior to making the MPD application.

We also understand that the Planning Commission is reviewing the Empire Pass Development, particularly Pod A (Empire Village) and Pod D (Red Cloud) in a work session/site visit on June 23rd. We would suggest that the information provided in this letter and Craig Smay's letter be discussed with the Planning Commission since it is pertinent to development of those parcels.



In-Person .. 1777 Sun Peak Drive · Park City · Utah 84098 Telephone · 435.645.9000 Facsimile 435.649.1620

Digital .. www.jackjohnson.com

540

Mr. Brooks Robinson
June 18, 2004
Page Two

We look forward to meeting with you and, if necessary, other City staff members to continue the dialog for the development of the Mayflower parcels within Empire Pass. You may call me to discuss this issue further if you so desire.

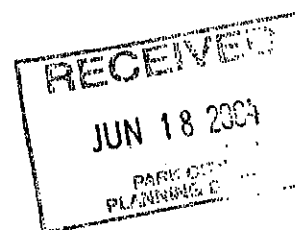
Thank you for your consideration.

Sincerely,

JEFF GRAHAM

Jeff Graham, A.I.C.P.

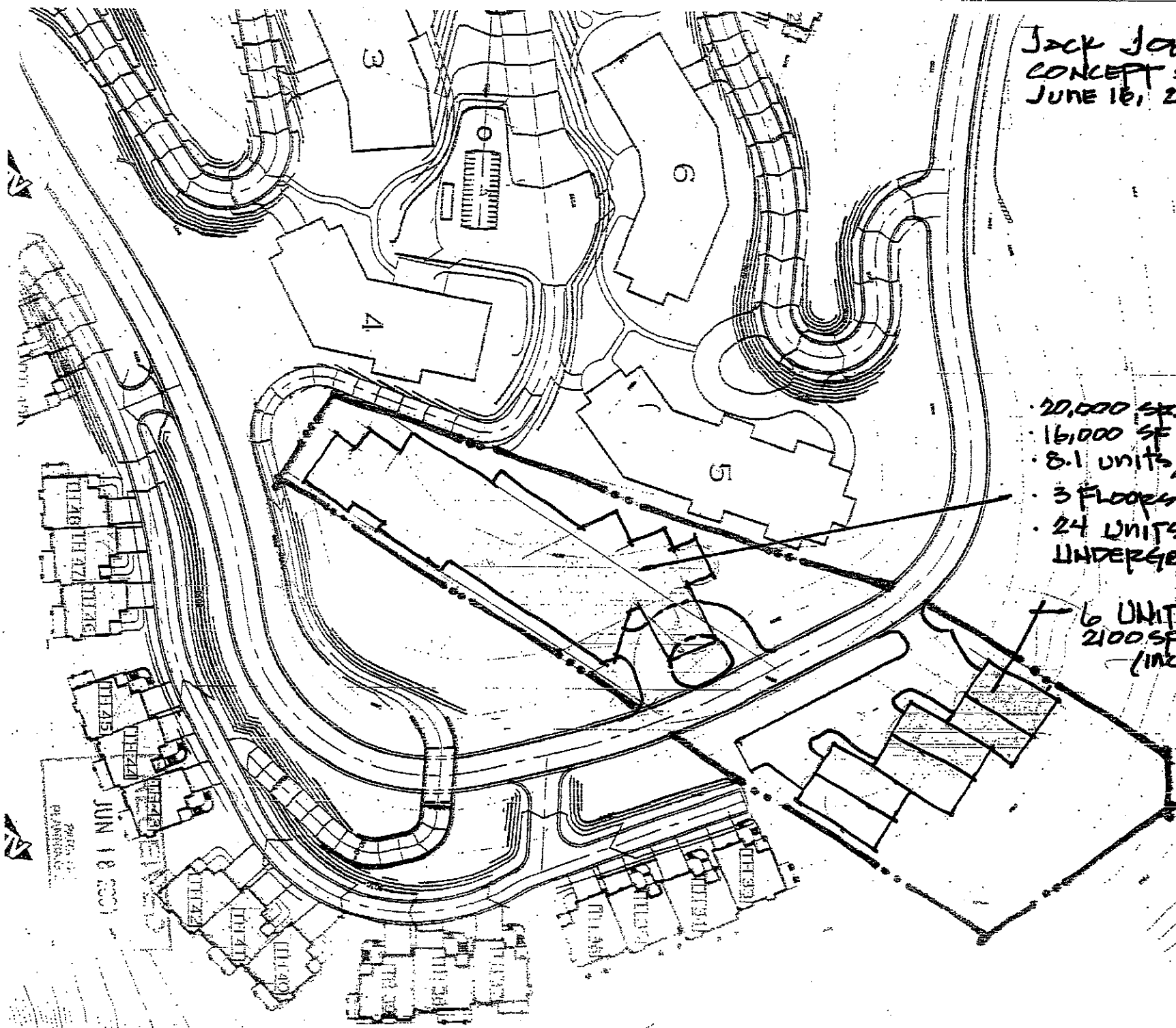
JG:mt



JACK JOHNSON CO.
CONCEPT PLAN
JUNE 18, 2004

- 20,000 SF FOOT PRINT
- 16,000 SF NET/FL.
- 8.1 UNITS/FL
- 3 FLOORS
- 24 UNITS UNDERGROUND PARKING

6 UNITS
2100 SF FOOT PRINT
(INCLUDING GAR)



DATE: JUN 18 2004
BY: JACK JOHNSON CO.

EMPIRE PASS THE VILLAGE MASTER PLAN

A PLANNED RESORT COMMUNITY LOCATED IN DEER VALLEY, PARK CITY, UTAH.

DEVELOPED BY:

UNITED PARK CITY MINE COMPANY
P.O. BOX 1450
PARK CITY, UTAH 84060
PHONE (435) 649-8011
FAX (435) 649-8035

PLANS PREPARED BY:

ALLIANCE ENGINEERING INC.: ENGINEERS, SURVEYORS, & PLANNERS
DOUGLAS CLYDE: PLANNING, PERMITTING, & ENTITLEMENTS
HART HOWERTON, PLANNERS: ARCHITECTS, LANDSCAPE ARCHITECTS
SEGERBERG, MAYHEW & ASSOCIATES ARCHITECTS, P.C.
GWATHMEY PRATT SCHULTZ ARCHITECTS, P.C.
OZ ARCHITECTURE

SHEET INDEX

1. SHEET INDEX / VICINITY MAP
2. EXISTING CONDITIONS ORTHOGRAPHIC
3. SITE / GRADING PLAN
4. CONCEPT WATER PLAN
5. CONCEPT SEWER PLAN
6. CONCEPT STORM DRAIN PLAN
7. LIMITS OF DISTURBANCE PLAN
8. LIMITS OF DISTURBANCE PLAN WITH ORTHOGRAPHICS
9. PRELIMINARY PLAT
10. SETBACK EXHIBIT

June 11, 2004

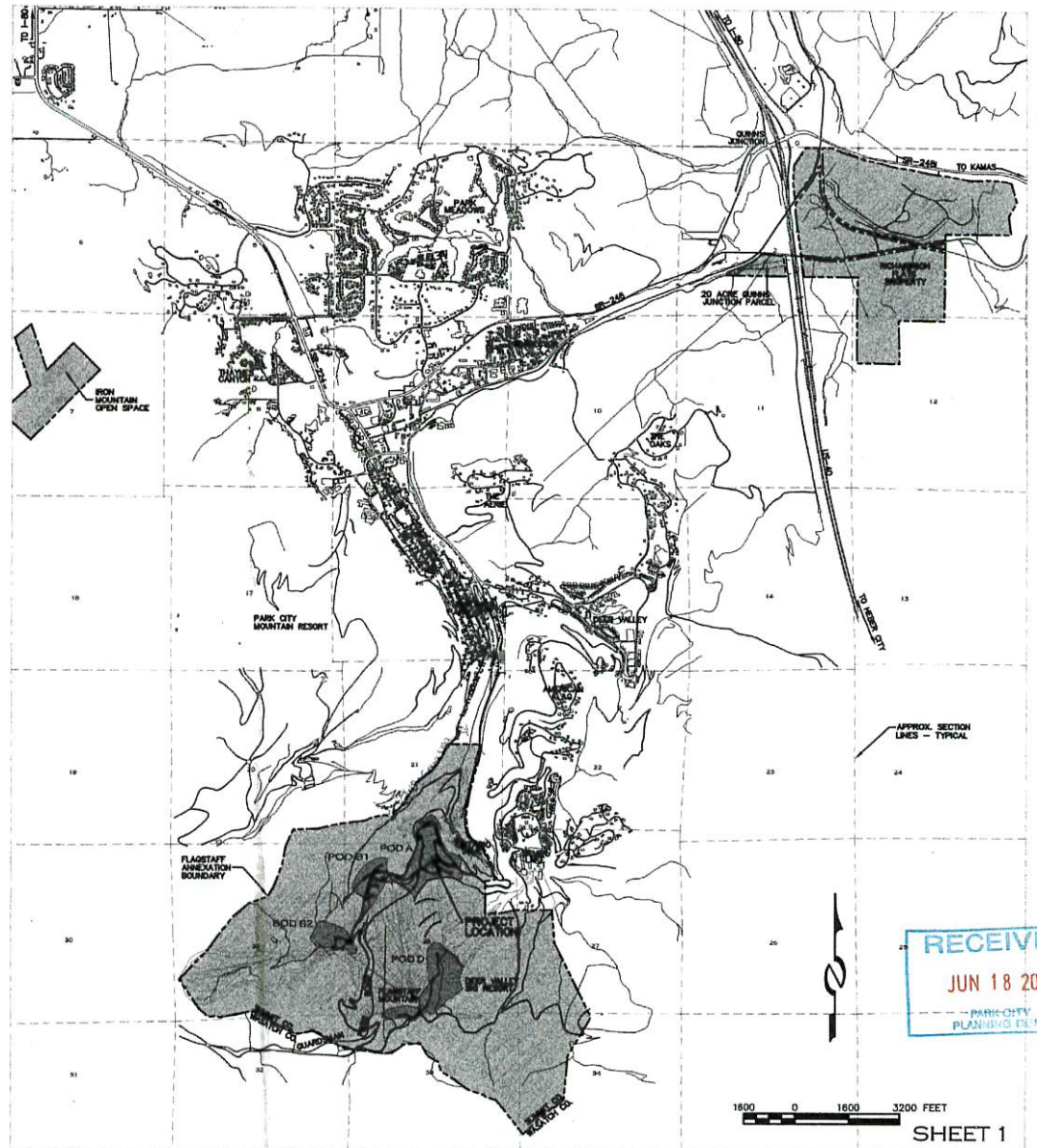


EXHIBIT H – Public Comments

Rebecca Ward

From: Dean Benjamin <dsbenj@gmail.com>
Sent: Monday, August 05, 2019 4:29 PM
To: Rebecca Ward
Subject: Fwd: PL-18-04046

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Rebecca-

I think you and I have spoken before, but not for a while.

I received communication regarding the subject Zoning Map Amendment. I usually support proposed amendments that will impact our environment on the margin. I OPPOSE this proposal as it will do far more than marginally impact the environment. Converting open space to yet another residential development site seems both excessive and unnecessary. Our community will be negatively impacted by further increased congestion and construction activity and more hiking/biking space will be eliminated without broader community benefit. When will this stop? There seems to be plenty of development property all around. Adding yet another development site on that stretch of road can only create increased risk of accidents as well.

Please stand up for existing property owners and resist this application.

--

Dean Benjamin
Office: (212) 843-8911
Cell: (203) 273-1086
E-Mail: dsbenj@gmail.com

--

Dean Benjamin
Office: (212) 843-8911
Cell: (203) 273-1086