



PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
April 22, 2020

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, April 22, 2020.

MEETING CALLED TO ORDER AT 5:30 PM.

1.ROLL CALL

2.MINUTES APPROVAL

- 2.A. Consideration to Approve the Planning Commission Meeting Minutes from March 11, 2020.
[PC Minutes 03.11.2020 - Pending Approval](#)

3.PUBLIC COMMUNICATIONS

4.STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

5.CONTINUATIONS

- 5.A. Work Session – Staff Compiled the Planning Commission’s Goals and Priorities for Land Management Code Amendments Provided by the Commission in the Work Session on February 26, 2020. Staff will Present a Plan and Schedule of Proposed 2020 Land Management Code Amendments for the Commission’s Review.
(A) Continuation to a Date Uncertain
[2020 Land Management Code Amendment Continuation Staff Report](#)
- 5.B. Land Management Code (LMC) Amendment – Amending LMC § 15-10-5 to Allow the Board of Adjustment Alternate to Count Toward Establishing a Quorum. PL-20-04459
(A) Public Hearing (B) Continuation to a Date Uncertain
[Board of Adjustment Quorum Amendment Staff Continuation Report](#)

6.REGULAR AGENDA

- 6.A. 445 King Road –Conditional Use Permit – The Applicant is Requesting a Conditional Use Permit For The Construction of a Single Family Dwelling, Consistent With the Plat and Master Development Plan. This Item was Originally Continued From the February 12, 2020 Planning Commission Meeting to the March 25, 2020 Meeting, Which was Cancelled. PL-19-04373

(A) Public Hearing (B) Possible Action
445 King Road Conditional Use Permit Staff Report
EXHIBIT A: Applicant Statement and Project Description Documents
EXHIBIT B: Plans
EXHIBIT C: Treasure Hill Subdivision Phase 3 First Amended Plat
EXHIBIT D: Memorandum from Park City Public Utilities, dated December 20, 2019
EXHIBIT E : Ordinance 03-36
EXHIBIT F: Ordinance 03-37

- 6.B. 1209 Park Avenue – Plat Amendment – The 1209 Park Avenue Plat Amendment Proposes to Combine Lot 3 and the Northern Half of Lot 2 of Block 6 of the Snyders Addition to Park City Into One Lot of Record. PL-20-04500

(A) Public Hearing (B) Possible Recommendation for City Council's Consideration on May 14th, 2020

1209 Park Ave Plat Amendment Staff Report
Exhibit A : Proposed Ordinance
Exhibit B: Applicant's Project Intent
Exhibit C: Current Plat
Exhibit D: Existing Conditions Survey
Exhibit E: Aerial Photograph
Exhibit F: Site Photographs
Exhibit G: Snyderville Basin Water Reclamation District Approval Letter

- 6.C. 1064 Park Avenue – Condominium Plat – The 1064 Park Avenue Condominium Plat Proposes to Create a Two (2) Unit Condominium Plat from the Duplex That is Under Construction On This Lot.

(A) Public Hearing (B) Possible Recommendation for City Council's Consideration on May 14, 2020

1064 Park Avenue Condominium Plat Staff Report
Exhibit A: Draft Ordinance
Exhibit B: Current Plat
Exhibit C: Applicant's Project Intent
Exhibit D: Existing Conditions Survey
Exhibit E: Aerial Photograph
Exhibit F: Site Photographs

- 6.D. 2290 Deer Valley Drive East - Condominium Plat - The applicant is requesting approval of the Snow Park Residences Condominium Plat, Phase 2 of the larger St. Regis Deer Valley project. The Snow Park Residences includes a four story (4) condominium building with one (1) level of underground parking, nine (9) condominium units, meeting spaces, and support commercial space. PL-20-04471.

(A) Public Hearing (B) Recommendation to City Council on May 14, 2020

St. Regis Phase 2 Condo Plat Staff Report
Exhibit A: St Regis 1st Amended HMP 8-2019
Exhibit B: Deer Crest Settlement Agreement
Exhibit C: CUP Action Letter 4.18.16
Exhibit D: Deer Valley Twelfth Amended and Restated MPD

7.ADJOURN

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

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

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
MARCH 11, 2020

COMMISSIONERS IN ATTENDANCE:

Chair John Phillips, Sarah Hall, John Kenworthy, Laura Suesser, Mark Sletten, Christin Van Dine

EX OFFICIO: Planning Director Bruce Erickson; Hannah Tyler, Planner; Caitlyn Barhorst, Planner; Rebecca Ward, Planner; Alexandra Ananth; Planner; Elizabeth Jackson, Planner; Mark Harrington, City Attorney

Chair Phillips was late arriving. Commissioner Suesser assumed the Chair until he arrived.

ROLL CALL

Vice-Chair Suesser called the meeting to order at 5:35 p.m. and noted that all Commissioners were present except Commissioner Thimm, who was excused. Commissioner Van Dine and Phillips were expected to arrive late.

APPROVAL OF MINUTES

February 26, 2020

MOTION: Commissioner Kenworthy moved to APPROVE the Minutes of February 26, 2020 as written. Commissioner Hall seconded the motion.

VOTE: The motion passed unanimously.

PUBLIC COMMUNICATIONS

Director Erickson reported that the Alice Claim Mine conditional use permit application for the retaining wall was withdrawn. The project planner has written record of that withdrawal and action will not take place. If any member of the public intended to comment on that application, they could do so now under Public Communications.

James Doilney, a resident at 50 Sampson Avenue, thanked the Planning Commission for their service, recognizing that it is a difficult job. Mr. Doilney stated that he has attended numerous meetings on this particular project over the past ten years. He changed his scheduled to make sure he would be in town to comment this evening and he appreciated being able to speak to this issue even though the application was withdrawn.

Mr. Doilney stated that the neighborhood has spent 10 years monitoring the King Alice Claim project. The final approval had specific requirements that were carefully considered and resulted from enumerable public hearings. He understood that the applicant had requested a conditional use permit because "a mistake in a retaining wall was made". He also understood that the request was withdrawn by the applicant. Mr. Doilney stated that he was here to comment because given the history of late meeting cancellations, it was highly unlikely that he would be in Park City when the actual public hearing occurs. Mr. Doilney clarified that he could not speak to the specifics of the mistake because he had not reviewed it carefully enough to have specific complaints. However, what he understands from rumored comments is that the mistake is larger than mistakes he has made in many buildings he built. From what he has heard, it is a location error but he has not heard any specifics.

Mr. Doilney understood that the engineer recommended that the mistaken location be approved. He pointed out that engineers typically do not have standing in planning approvals other than to say whether or not something can be done. He was unsure why the City Engineer would be solicited, except by the applicant, in order to solicit an exception. Mr. Doilney stated that if the Planning Commission grants an approval to this purported mistake, they would be setting a precedent on a multi-year project that would be hard to ignore in the future. He would ask the City Attorney to speak to the concept of precedent setting and planning approvals of this scope.

Michael Demkowicz, the principle at Alliance Engineering, stated that Alliance Engineering was hired by the contractor to position that Alice Claim retaining wall location. Mr. Demkowicz explained that the mistake was a miscommunication between the surveyors placing stakes in a certain position and where the wall was built. He stated that the stakes were placed with painting marks and skewed to a perpendicular position of where the wall would be located. They kept a distance from the information on that stake from the face of the wall from that stake. Mr. Demkowicz stated that when they painted these skewed lines versus a perpendicular distance to the curve of the road, they spoke with the contractors when it was first laid out. However, when the actual excavation occurred, instead of measuring in the skewed lines, the contractor measured ten feet from the stake in a perpendicular line. That is how the excavation of that wall was pushed further away from the edge of asphalt at the King Road intersection.

Mr. Demkowicz stated that it was an honest mistake on the part of the field surveyors under the direction of the Alliance Engineering Survey Manager, and himself as the Principle. He noted that Alliance Engineering has been in discussion with the owner, and if they need to put the wall back to its original location it could be done. It would require putting a new wall in front of the existing wall closer to the street, and they would fill in dirt to hide the wall behind it. Mr. Demkowicz remarked that when this situation

occurred, he assumed Alliance Engineering would need to address the issue, unless an honest mistake in construction could be accepted. Mr. Demkowicz pointed out that even though it was a mistake, the positioning of the wall gave the intersection more room than what was currently designed. Mr. Demkowicz clarified that Alliance Engineering was not the design engineer. They were strictly the construction stakers. They incorporated the engineer's design and laid it out. He believed the built wall was taller than the six feet requirement they were working with. In order to keep it at a 6' design, it was pushed as close to the existing edge of asphalt as possible, with the terrain of the land. When it was excavated further back, the terrain of the land slopes up, and in order to catch that edge of slope the wall got higher. Being pushed back three or four feet in horizontal distance increased the height to 9'. The as-built surveying was done to check all the dimensions creating many exhibits that will be presented if it comes back for a final vote.

Mr. Demkowicz emphasized that it was an honest mistake. He did not fully understand the history of the project and the position of those in the neighborhood. However, he did understand how the neighbors could potentially see this as a developer getting away with something or setting a precedent that developers can do whatever they want. He just wanted it clear that Alliance Engineering was involved in this situation and it was an honest mistake and a miscommunication. In general, his firm does very good work. If they need to put the wall back to where it was, they can do it; but he thought it was an expense that may or may not need to occur.

Vice-Chair Suesser closed the public hearing.

Commissioners Phillips and Van Dine arrived.

Chair Phillips assumed the Chair.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Director Erickson reiterated that Alice Claim had withdrawn the application for the CUP and there was no application in effect at this time. He noted that some conditions of approval need to be reviewed by him, the City Engineer and Snyderville Basin in terms of the existing wall before taking action.

Director Erickson commented on the protocol for keeping the Planning Department disinfected due to the Coronavirus. He thanked Jessica Nelson and Rebecca Ward for thoroughly disinfecting the Council Chambers before the meeting this evening. Director Erickson had cleaned the Commissioner's name signs.

Director Erickson reported that on March 25th the Staff would be bringing forward the updated Staff report with all the LMC requests. Planner Ward had prepared a schedule on what Code amendments would be discussed at a specific meeting. She had also put together a schedule for a clean work session on Land Management Code and General Plan items. Director Erickson stated that in advance of the meeting, he and Planner Ward will identify what item will be on the agenda for the work session. They will attempt to deliver the Code for that specific item to give the Planning Commission an idea of the framework and what other communities do and decide whether it is a good idea or a bad idea and provide input. The intent is to avoid looking back 20 years ago on some of these items. Instead, they were looking forward to what other communities are doing. Director Erickson remarked that currently the benchmark communities are Boulder, Jackson Hole, Teton County, and a few other gateway cities. He clarified that it was only an exercise to give the Planning Commission some ideas to frame the discussion. It would look at issues such as a saturation analysis for affordable housing, wildlife effects, and updated Codes from other communities. They will begin that strategy on March 21st.

Director Erickson stated that the Planning Commission would be given a schedule for the next year. The Staff will be delivering conceptual Code items and the Planning Commission can say whether they do or do not like the concept and provide feedback.

Director Erickson reported that Tuesday, April 14th is "Be Nice to Commissioners Day". Chair Phillips stated that he would not be able to attend on April 14th. Director Erickson explained that the idea is to have the Planning Commission and the Staff interact with each other in a different format. They will sit down and talk conceptual about planning items. The meeting will be noticed once the date and plans are finalized.

Jessica Nelson noted that the Granicus Program prepares the agenda and puts the packet together. Once the items are submitted the agenda cannot be changed and the Staff report cannot be recreated. Some of the exhibits were misplaced in the Staff report but she did not have the ability to fix it. She had a service ticket into Granicus to resolve the problem.

Commissioner Suesser referred to Director Erickson's comment that the Alice Claim matter would be between him, the applicant, and the City Engineer. She wanted to know if it would come back to the Planning Commission. Director Erickson replied that Condition of Approval #26 states that the Engineer and the Planning Director need to decide whether any changes to the wall is substantive and need to come back to the Planning Commission. Commissioner Suesser asked about the need for the applicant to amend the CUP. Director Erickson needed to look at it, but he was following the condition of approval. Commissioner Suesser asked if the public would have another

opportunity to express their concerns if Director Erickson and the City Engineer make the final decision.

Director Erickson was uncomfortable talking about a project that no longer exists. He would check the Conditions of Approval to find out the next steps. City Attorney Harrington stated that depending on the type of remedy that comes forth, there would likely be an appeals process for administrative determination of that Condition of Approval. However, without knowing a specific solution, he was not able to comment with any degree of specificity.

Commissioner Suesser stated that previously the Planning Commission spent a lot of time on the Alice Claim project, and particularly on the wall. She thought the Planning Commission would like the ability to review the proposed resolution of the error. She noted that Commissioner Phillips and Commissioner Thimm were also involved with the Alice Claim project approval, and there were concerns among the Commissioners about what happened and a potential resolution.

Director Erickson stated that the Planning Department received written comments that would be added to the file. The Staff tried to do the right thing by bringing the wall change to the Planning Commission. However, the withdrawal was a late action and he needed to look at what the applicant was proposing. Once he makes a decision, it can be appealed.

Chair Phillips clarified that he was on the Planning Commission when the Alice Claim project was discussed, but always recused himself and did not take part in the discussions.

CONTINUATIONS - (Public Hearing and Continue to Date Specified)

- 5.A. 2080 Gold Dust Lane and 2211 Sidewinder Drive – Zone Change – The Applicant is Proposing a Zone Change for Parcels PCA-3-3002-1 and PCA-3-3002-1A, also known as 2080 Gold Dust Lane and 2211 Sidewinder Drive, from Residential Development (RD) to General Commercial (GC).
(Application PL-19-04353)

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

MOTION: Commissioner Kenworthy moved to CONTINUE the 2080 Gold Dust Lane and 2211 Sidewinder Drive zone change application to a date uncertain. Commissioner Hall seconded the motion.

VOTE: The motion passed unanimously.

WORK SESSION

- 7.A. Alice Claim, Intersection of King Road, Ridge Avenue and Sampson Avenue – Provide Input on the Built Retaining Wall Greater than Six Feet in Height which Requires a CUP.

This application was withdrawn.

- 7.B. The Planning Commission will conduct a Work Session on Nightly Rentals, a Conditional Use Permit in the Historic Residential-Low Density Zone Section that includes Residences along Sampson Avenue, Ridge Avenue, and King Road.

Planner Rebecca Ward stated that this work session regarding nightly rentals was specific to the Historic Residential-Low Density West Zone. The Staff had prepared information on overall nightly rentals in response to a request for an updated comparison of the current information with what is included in the 2014 General Plan.

Planner Ward stated that the General Plan recommends that nightly rentals are focused near the base areas; and overall nightly rentals are allowed in most zones. Nightly rentals are prohibited in the recreation open space, which was shown in red on the nightly rentals map. Nightly rentals are prohibited in the Single-Family Zone, with the exception of Prospector Village. Nightly rentals are allowed in all but two subdivisions within the Residential Development Zone.

Planner Ward reiterated that most zones allow nightly rentals; however, the one outlier is the HRL zone, which requires a conditional use permit.

Planner Ward reported that this year there are over 2,000 licensed rentals, but it is estimated that there are anywhere from 4,000 to 4,500 nightly rentals. When a homeowner lives on site and rents out their property a business license is not required, which might account for the difference in the numbers. Planner Ward noted that some CC&Rs prohibit nightly rentals. Night rentals are prohibited in any of the deed restricted Affordable Housing units.

Planner Ward stated that the General Plan data from 2012 estimated that approximately 46% of all the housing units were nightly rentals. The 2020 housing

update shows over 9,000 housing units. For the past eight years, approximately 45% of all residential units are nightly rentals.

Planner Ward reported that in the last three years there have been nine formal complaints. The majority of these complaints are for nightly rentals that are believed to be operating without a license or in a zone where nightly rentals are prohibited. Noise, trash and parking might be the underlying causes for the complaint. She noted that five cases are closed and four cases are still pending. Planner Ward explained that the process for the complaints goes through the Deputy Building Official, who sends a notice to the property owner. The property owner is given the opportunity to cure the issues in the complaint. If necessary, it can go through the administrative process to address the violation and revoke the business license.

Commissioner Suesser asked if the Planning Commission could hear the details on the five complaints that are closed. She was unsure whether the Staff could discuss the details of the ones still pending. City Attorney Harrington was not opposed to giving out general information on what the complaints involved; but it was inappropriate to have an on the record discussion of pending cases. Commissioner Suesser clarified that she only wanted an idea of the concerns.

Planner Ward stated that the four pending cases were nightly rentals in zones where nightly rentals are prohibited. Director Erickson stated that the primary complaints are noise, parking, late night parties, no business license, or nightly rentals where they are not allowed. He noted that the Staff hears a lot of complaints from the neighbors but not everyone wants to file a formal complaint. Commissioner Suesser assumed the number of complaints was greater than just the formal complaints. Director Erickson answered yes.

Planner Ward commented on the HRL Zone. In 1987 the Code was amended to allow nightly rentals. In 2000 it was amended again as a conditional use. In 2014 the HRL zone specifically was called out for extra attention with nightly rentals. She noted that in 2015 nightly rentals were prohibited in the McHenry Street HRL area. The Rossi Hill area was later rezoned to HRL and nightly rentals are prohibited. Planner Ward remarked that the nightly rental conditional use permits are allowed in the triangle area with residences along Sampson, King Road, and Ridge Avenue.

Chair Phillips stated that he was on the Planning Commission when the Rossi Hill rezone occurred. He asked if the Planning Department received complaints at the time or since then from the owners that were included in the rezoned area. He recalled that the rezone encompassed more area than what was discussed in open sessions and he wanted to know if the homeowners in that area complained that the City had

overreached or did anything to cause a negative impact. Planner Ward stated that there have been questions about the change in the zone and the limitations on nightly rentals in the east pod. She stated that based on the 2015 Staff report and meeting Minutes, the public input at that time supported no nightly rentals in the McHenry zone, but she was not aware of any further comments.

Planner Ward stated that since 2000, she found six conditional use permits in the HRL West Zone that have been approved. Of those six, two are currently active and three are pending. They were in the application process for the building inspection review. Based on the formal complaint process, no formal complaints have been made against these specific properties since 2017.

Commissioner Sletten wanted to know the status of the sixth conditional use permit if two are active and three are pending. Planner Ward replied that currently there was no application for a business license and there is no indication at this time that the owner intends to renew the license. The conditional use permit is still valid but the business license has expired. Planner Ward stated that all the conditional use permits that have been approved by the Planning Commission for this zone would continue to be valid as long as long as there is a valid business license.

Planner Ward requested that the Planning Commission provide feedback on the conditional use permits and any complaints from what was recently approved, and to see if the Planning Commission wanted the Staff to do additional research into CUP criteria for nightly rentals, or provide additional information.

Commissioner Sletten was struck by the number of nightly rentals being twice the number of licenses. He understood that there is an exemption for an owner who lives in the home; and that there are State regulations against maintaining surveillance over those not in compliance. However, he thought it was a big delta. Given those regulations, Commissioner Sletten asked what the City could do in terms of enforcement. Planner Ward replied that the City provides a notice and that increases the number of people who apply for business licenses. She remarked that the average is approximately 2,000 licensed nightly rentals each year with approximately 4,000 operating.

City Attorney Harrington explained that there was a period where the State Legislature took an active role. The League of Cities and Towns had negotiated a stay on enforcement action pending that at the Legislature's request in order to mollify attempts to preempt municipality authority all together on night rentals. A compromise moved forward, but the League of Cities and Towns still opposed the legislation, which resulted in a carve out. There is a limitation on the ability to use online postings as a sole

means of enforcement. That created a lag as the process went on. Mr. Harrington reported that currently the City employs a third-party service that provides a follow-up process, and that has resulted in several hundred additional business licenses per year. This has been the process for approximately two years and it should continue to close the gap rapidly moving forward. Mr. Harrington stated that aside from the notification process, Park City is complaint-based enforcement and the City does not monitor those electronic listings unless they get a complaint.

Commissioner Sletten asked if the lodging industry or a lodging owner have the opportunity to initiate a complaint. Mr. Harrington stated that anyone can initiate a complaint. Commissioner Suesser asked if it needs to be a formal complaint. Mr. Harrington did not believe so. If someone makes a complaint Code Enforcement will look at it. Mr. Harrington pointed out that without the ability to utilize the electronic data, enforcement needs to be based on personal observation or other evidence. It is always better to have people come forward because they are often needed to observe the conditions. Commissioner Suesser asked if the City tracks the informal complaints that come in daily. Director Erickson answered no. Commissioner Suesser asked if the service hired by the City tracks the complaints. Mr. Harrington replied that the service works directly with business licensing. They only do notifications for business license compliance.

Commissioner Hall wanted to know the City was getting so many informal complaints and so few formal complaints. Mr. Harrington remarked that the ratio is no different than with anything else. Formal complaints are few and far between. The complaint is typically from someone who wants to complain about their neighbor but do not want to be a registered complainant.

Dave Thacker, Chief Building Official, stated that for nightly rentals, some of the complaints are formalized directly toward the rental itself, or for other reasons. Other complaints relate to issues outside of a nightly rental, such as a noise, parking or other concerns. Those complaints are enforced differently. The indicators of what is informal and how those are tracked may not be directly related to nightly rental. It may be related more to the violation itself, which could be at a nightly rental but not directly related to the activity of nightly renting.

Commissioner Kenworthy asked if the City has tracked the TRT taxes from 2015 and whether those have increased every year. Planner Ward did not have that information this evening and offered to look into it. Commissioner Kenworthy assumed the TRT taxes were for nightly rentals in the zones for those with business licenses.

Chair Phillips noted that Planning Commissions have had lengthy discussions about nightly rentals over the years; and he owned a house in an area that is presented as a potential nightly rental zone. More than just complaints, he thought it was also important to look at keeping the fabric of the neighborhoods. In his years living there, he saw his neighborhood change drastically. The numbers may not reflect it, but his neighborhood transformed from being a neighborly place to second homeowners and more nightly rentals. Chair Phillips stated that it changed the feel of his neighborhood and it applies across the City. As the industry continues to expand, Old Town becomes more finite. Chair Phillips remarked that he would be looking at this issue from the standpoint of not allowing the entire town to be turned into a place that only supports the Resorts because they will lose the neighborhood feel. In addition to skiing, he strongly believes that the feel of the neighborhood and the people who live there also attracts the tourists. Chair Phillips thought they should seriously consider their options and have ongoing discussions because it is critical for the City.

Chair Phillips opened the public hearing.

Angela Moschetta, an Old Town resident, stated that she completely agreed with Chair Phillips about the anecdotal change in the fabric of the neighborhoods. Ms. Moschetta stated that a few years ago when she was new to the community process, she was concerned about chain stores on Main Street. At that time, she was told that this was Utah and there was nothing they could do. Being one who does not accept no for an answer, she sat down with several people and talked about tools and strategies that were implemented in communities that have something in common with Park City. Ms. Moschetta stated that different pieces of legislation and code were looked at and everyone cobbled together a version of something that worked for the Park City community. Understanding that the community is really concerned about the proliferation of nightly rentals because of the situation with the State and the fact that there is an affordable housing crisis, she would like everyone to get creative and use their bag of tools to see what simple code changes might be enacted to address nightly rentals, pedestrian safety, sustainability, traffic, getting cars off the road, and other issues. Ms. Moschetta stated that in New York City, snow removal is the responsibility of commercial and residential property owners. If sidewalks are not cleaned within a specified time after a snowstorm, the property owner is fined. She understands that in Park City not everyone is at their property every day, but it should still be their responsibility. They can contract with their tenants, property management companies, or outside service providers, but the snow must be removed.

Ms. Moschetta stated that her neighborhood in Old Town has small homes that were not designed for massive SUVs and seven cars per family. Vehicles that overhang the driveway should not be allowed because it impedes snow removal, traffic, and

pedestrians. She questioned why the City was not addressing that issue. Ms. Moschetta thought there should be sidewalks everywhere for pedestrian safety. She thought the City should use eminent domain to take front yards and driveways to put sidewalks in as a matter of pedestrian safety throughout the entire historic district and anywhere else where they want people to access buses and use public transit, or where there are large numbers of children.

With respect to nightly rentals, Ms. Moschetta stated that if someone wants a business license, the nightly rental should be required to maintain certain standards related to snow removal, trash sorting and recycling management, as well as installing motion sensor lights and lights on timers to reduce the amount of lighting. Parking passes should not be assigned to addresses. They should be non-transferable and assigned to vehicles. In Old Town, the number of parking passes issued per house should be limited. In terms of the complaint process, the complainant is encouraged to give their name and made to feel like a tattle-tell. She suggested putting a link on the parkcity.org website to give people an easy and anonymous way to be specific. If someone complains about a licensed property it could easily be checked. If a certain number of complaints come in on a property that is not licensed, that might be reason enough to check it out.

Sarah Berry stated that for the past 16 years she has owned and operated Silver Peak Properties, a property management company. She agreed with the sentiments expressed by Ms. Moschetta. She agreed that there are problems in Old Town and that the fabric of the community has changed. However, as a person in the industry, she learned through the Treasure Hill situation that there are unintended consequences. They deal with a tourism community that provides not only jobs but a service to one of the main drivers of the economy in this town. Ms. Berry clarified that it should not be a free for all and everyone is not perfect. There are a number of good management companies and she thought there should be more. Ms. Berry suggested that the industry should come together and look at other towns like Boulder and the Tetons. She noted that most resort towns have the same problems and it would be beneficial to understand what management companies have done in other towns to help solve these problems. Ms. Berry stated that better Code enforcement and Code changes are necessary and she would like to be a part of that process. In August her company grew too large for her to manage herself. She sold it to a company called Casago and they are in 18 different markets. Ms. Berry asked Steve Schwab, the owner of Casago, to speak to the Planning Commission this evening. She thought he could provide valuable information on what Casago has done in other areas such as Sedona, which has strict environmental rules and regulations. Ms. Berry suggested that Mr. Schwab and a few others in town could form a task force to give suggestions. Aside from a few well-intentioned people who understand the Code, the voice of the industry should also be

involved. It should be a joint conversation to come together and solve these problems in a creative and functional way for the community.

Delphine Comp, a resident on Daly Avenue, stated that Daly Avenue is a nightly rental nightmare. She has lived there for 10 years and is raising a family. They are surrounded by either monster houses that sit vacant, or other houses that are vacant because people can make more money in nightly rentals. Ms. Comp pointed out that it has affected their life significantly. They do not have air conditioning and they open their windows in the summer. There is so much noise that they had to call the police multiple times or go outside and yell at the renters. The renters have yelled back and she has been cursed at. The current situation, in addition to the construction that is building more monster houses for more nightly rentals, it is no longer a fun community to live in. She and her family are part of this fabric and they would like to continue to live there, but many people have already moved out because of this problem. When they sell their houses, the result is more nightly rentals. Ms. Comp liked what McHenry Avenue did to prevent nightly rentals and questioned why the same was not done for all of Old Town. She encouraged the Planning Commission to be bold in regulating nightly rentals. She asked if anyone really wants Old Town to become a large hotel. She would like to keep her family in their home. She has no intention of renting or selling her house because she likes the community, but they need to do something to preserve it. As a resident, Ms. Comp asked the Planning Commission to seriously think this through. She agreed 100% with the comments Chair Phillips stated earlier. Park City is not just a business and people like to live here, but nightly rentals are making it impossible. Traffic is awful and the trash is worse. If the economy crashes or the Coronavirus pandemic goes on, the nightly rentals will be affected and it could become a ghost town. She likes variety and diversity in a neighborhood and nightly rentals does not allow that to occur. She requested that the Planning Commission do for Daly Avenue and the rest of Old Town what they did for McHenry and have one regulation for everyone.

Steve Schwab, a local businessman in Park City, stated that he is the person who bought Sarah Berry's business. He provided a brief background of his experience. Ms. Schwab stated that he built a software company that runs at least half the vacation rentals in Park City and connects it to all the different OTAs throughout the industry. Mr. Schwab stated that he actually supports good and smart regulation. He worked with SB1350 in Arizona, which basically unregulated everything, and watched the blowback from that. Instead of having a good balance and being a good neighbor, it created a huge problem for the neighborhoods and the industry as a whole. Mr. Schwab stated that he started his own business when he was 28 years old in Mexico. Coming to the US and working his way through, he found that being a good neighbor and being part of the community is important. Without that, they lose the reason why

people come in the first place. Mr. Schwab stated that there are a lot of things the industry needs to do to support the community. They need to make sure they are providing those who rent safe places without sex offenders and other offenders. Is company uses noise monitoring systems. They do public background checks on everyone who goes to their properties.

Mr. Schwab stated that throughout his time of doing business in different communities he has seen a many different techniques. If they go too far one direction it begins to hurt the economy and the people who invested in the property. He noted that Park City is synonymous with vacation rentals throughout the western United States. All the large names are in Park City and he understands that it creates a high density of vacation rentals. On the other hand, it is an opportunity to use the professionals who believe in what is best for the community. He suggested creating a Blue-Ribbon Committee or some type of community where the industry can self-regulate. Mr. Schwab commented on the neighbors' complaints about unruly guests and mentioned what other communities have done to remedy those situations, which includes fining the property owner if they do not have a local contact who can respond to the problem within 30 minutes. He did not think it was fair for the neighbors to be deprived of peacefully enjoying their property, or to burden the police force with enforcement.

Mr. Schwab stated that noise monitoring, enforcement, garbage and recycling practices, response times, density, and face-to-face check-ins makes for a healthy vacation rental community. He was interested in contributing to these discussions to help find the right balance to make sure that Park City continues to thrive, that the residents who live there can have peaceful enjoyment, and to find a responsible way for those who cannot live here all the time to be part of the community at a different level.

Commissioner Kenworthy noted that Mr. Schwab mentioned that he uses Noise Aware and other software. He asked if Mr. Schwab also uses Smartphone counters to keep track of the number of people going in and out of a home. Commissioner Kenworthy asked if Mr. Schwab would suggest that towns legislate these types of new technologies for nightly rentals.

Mr. Schwab stated that SB2742 from Arizona recently tried to pass that legislation and it failed. However, he did think it should be part of legislation. Mr. Schwab remarked that face-to-face check-in, 30 minutes response times, and mandatory background checks do more to control the problems than Noise Aware or phone counting. Mr. Schwab clarified that he does not use Smartphone monitoring because there are problems with it and liability issues through hacking. He does favor noise monitoring programs. Mr. Schwab thought the burden should be higher on vacation rental owners to make sure they are good neighbors every day and acting in good faith with the community.

Commissioner Kenworthy noted that Mr. Schwab had used the word balance. He asked what he thought about a 50/50 community, considering that Park City's percentage has held near 50% in the last four or five years.

Mr. Schwab did not think 50/50 was bad. Park City is known as the vacation rental mecca. Commissioner Kenworthy remarked that some towns have gone way beyond and other towns are way under 50%. He asked Mr. Schwab what percentage he has seen, where the community still has the quality of life they are trying to provide in Park City. Mr. Schwab thought it was an unfair question in the sense that every community was founded and created in different ways.

Mr. Schwab appreciated the opportunity to speak and offered to provide his contact information if any of the Commissioners have questions.

Chair Phillips closed the public hearing.

Chair Phillips stated that in his opinion it was not drastically changing anything or taking something away. It was trying to figure out the threshold. Planner Ward had said that Park City has been hovering at 45% for years. Chair Phillips remarked that the Planning Commission was looking at the HRL-West zone this evening, and the Planning Commission spoke about that zone when they rezoned McHenry because it was zoned the same and the neighborhoods were similar. Chair Phillips recalled the Planning Commission discussed putting a cap across the City but realized that it would get a lot of pushback. It also seemed like a lot to take on at the time. He stated that these are all baby steps that change very little City-wide. Chair Phillips noted that the idea was to create pockets to preserve. He liked the idea of looking at the HRL-West zone. Chair Phillips stated that there are also neighborhoods that get more impacted because they are difficult to reach. He thought a bigger part is making sure they preserve the City they have. If Park City gets a rush and they are not prepared and the number jumps to 60%, they will have gone past the tipping point. Chair Phillips recommended finding a way to put a threshold or a cap reasonably with room to grow, know that nightly rental is a strong industry that should be supported. The goal is to find a way to balance that with maintaining the fabric of the community. Chair Phillips was very interested in making progress because this is an important issue for many in the community.

Commissioner Hall referred to Section 4-5-3, which talks about management of nightly rentals. She thought it addressed most of the concerns. She read, "Management of Nightly Rentals must include winter snow removal of pedestrian paths and parking, summer yard maintenance, building maintenance and upkeep, timely removal of trash

cans from the street, housekeeping service, and management of on-street parking. Licensees must designate a responsible party who resides within a one-hour drive of the property.” Planner Ward stated that Municipal Code Section 4-5-3 outlines the standards. The enforcement is complaint-based. For example, if there are nightly rentals where there is no snow removal, the City relies on a complaint coming in so they can go out and make sure the standards are met.

Commissioner Hall stated that as a resident, she thought this was an obvious issue. The property managers are aware it is an issue and the Code calls it out. She understood that enforcement is complaint based, but something needs to change. If the Municipal Code requires clear pedestrian paths and sidewalks to enable residents and visitors to utilize the sidewalks and that is not being done, in her opinion, complaint based is not working.

Commissioner Suesser thought the complaint system needed to be revised or reformed. The City should be tracking informal complaints, and they should make it easier for residents to file complaints. If it is generally an informal complaint that gets a response, and there are multiple complaints against a particular property, the property management company should be aware that there a series of complaints. Commissioner Suesser also thought the City should have a system to obtain police reports and their responses to complaints regarding nightly rentals. She emphasized that the City needs better data. Nine recorded complaints in four years was not accurate when they obviously get daily complaints.

Commissioner Suesser recommended looking into a cap on the number of business licenses for nightly rentals. She was unsure whether it should be a percentage or an actual number. With building going on every day she thought it might need to be a set number.

Commissioner Kenworthy recalled that the General Plan tried to do that with the separated zones and he thought it was successful. In looking at the objectives they tried to make in the Code in 2012 and 2015, he believed they were at 50/50. He believed that was a good number and it has been maintained. Commissioner Kenworthy thought they had a choice of putting more density in places and taking away from the community feel if they put in more nightly rental zones. He thought the Code does it quite well and he commended the Staff and Planning Commission who worked to put it in place at the time. Commissioner Kenworthy pointed out that these neighborhoods were picked for specific reasons. Some have substandard streets. To flood these neighborhoods with substandard streets, dead-end streets, and other issues with nightly rentals creates more problems on those streets. Commissioner Kenworthy thought the Code was already there.

Commissioner Kenworthy agreed with the comments about revising enforcement because here might be a better way. However, local governments are limited due to State requirements. Commissioner Kenworthy stated that they will always be balancing the quality of life in the community versus the corporate resort situations that occur, especially as they go back through the General Plan. The issue needs to be addressed. Commissioner Kenworthy thought the City had come up with a balanced solution.

Commissioner Suesser stated that because the number is 46% now does not mean it will not increase. Planner Kenworthy believed the number remains consistent based on what the City previously did with the zones. Nightly rentals generate significant revenue and he would like to see more business licenses and everyone paying their fair share in taxes to help with issues such as snow removal and adding more sidewalks. He would like to see the City step up the enforcement so they can do more for the year-round community and the quality of life for the primary residents.

Commissioner Sletten referred to comments from City Attorney Harrington. The reality is that the State places restrictions on tracking nightly rentals. It would be difficult to put a cap on licensed nightly rentals because it would encourage more people to take advantage of the State law and not pay taxes.

City Attorney Harrington stated that it makes it more inefficient. The City Council evaluated complaint-based enforcement policy and systems, and some of that for certain segments of enforcement is mandated rather than complaint based. The property owner is given an opportunity to comply before fining for certain segments of enforcement in Utah. Mr. Harrington remarked that it makes it more expensive in a different policy prioritizing if the City cannot use the simplest way of enforcement. Part of the balancing is how much more resource allocation is needed to add to the system. Counterbalance to that is technological developments that close that gap because it becomes easier to cross-reference and it is no longer tracked manually. Mr. Harrington stated that it is always a timely effort to re-examine the complaint-based system, and the Planning Commission could request that the City Council look into it.

Commissioner Sletten clarified that his comment was not intended to be negative towards the City with respect to enforcement. He was only pointing out the limitations imposed by the State. Mr. Harrington wanted it clear that the limitations were more speed bumps than handcuffs.

Commissioner Hall understood that 46% of the housing stock was nightly rentals, but in terms of licensing, there are only 2200 active business licenses for nightly rentals.

Planner Ward explained that the 2200 active licenses are approximately 23% of the total residential units. Commissioner Hall remarked that half of the homes are nightly rentals, but only half have licenses. She thought it was a big discrepancy.

Director Erickson stated that nightly rentals have been in Park City for a long time. The nightly rental ordinance was never designed to prevent someone from renting out their house for a few nights once a year when they leave town. He noted that every nightly rental clause in the zoning ordinance says that commercial use is prohibited. However, it never considered any of the 100 management companies. Director Erickson explained that the ordinance was not designed to be punitive to the individual homeowner.

Commissioner Hall clarified that she was questioning the numbers because she did not believe 50% of those with nightly rentals live in their home. Director Erickson did not disagree, but they have not been able to find a way to measure the incremental impact of nightly rentals outside of the Historic District versus multiple single users of a large house. The Staff was still working through some of the technical aspects. For this work session, Planner Ward was specifically asking for feedback on the west side zone of HRL and whether the Planning Commission wanted to change the strategy.

Chair Phillips stated that if they want to make a difference they need to start somewhere. He thought they should look at the HRL-West District and consider which areas make sense for nightly rentals. Director Erickson noted that a number of complaints are coming in from Prospector. The problem is there is no way to tell whether it is a nightly rental or a six-bedroom house being rented out to eight people. Commissioner Suesser pointed out that this was a good example of why they need to be able to track the complaints.

Commissioner Hall did not think they should be allowing more nightly rentals until they fix the process. She thought there was some agreement among the Commissioners that the system is broken. Director Erickson believed there was sensitivity to that, and they would prefer to deliver housing rather than nightly rentals. However, it should not be so restrictive that someone could not rent their house for three nights while they go on vacation. The question is whether the Planning Commission thinks they have reached the limit of nightly rentals in the HRL-West zone.

Commissioner Suesser wanted to know why they were only looking at one zone. Chair Phillips replied that the Planning Commission raised the issue when they saw a wave of nightly rental applications in that zone. They also spoke in length about this particular area. Chair Phillips thought this was an area they could look at and try to resolve some of the problems. He liked this step to move it forward. Chair Phillips stated that they

would never change all nightly rentals across the City, but they need to start somewhere and this was a place to start. Chair Phillips thought they should look at putting a cap on this particular neighborhood because they already know the impacts. He also thought it was important to add additional conditions because the Planning Commission added conditions specifically to this District. They should go back and look at those conditions and make it part of the CUP.

Chair Phillips asked for the number of total units in that area. Planner Ward replied that in the HRL-West zone there are 61 total parcels. There are 35 residences, of which 16 are primary residences and 19 are secondary. Within those 35 residences, six are conditional use permits. Chair Phillips favored capping the number at 10 residents. That would still leave four properties available for nightly rental. He felt strongly that it was important to protect that neighborhood.

Commissioner Suesser asked if this would include the Alice Claim homes that would be built. Planner Ward answered no. The Alice Claim homes are in the Estate and the HR-1 zone. However, Alice Claim owns the two Ridge Avenue subdivision properties in the HRL zone.

Commissioner Kenworthy thought they should cap the number where it is right now and not allow additional applications. The roads are problematic and substandard, and the intrusion to the neighbors is already documented. It is a difficult neighborhood to have nightly rentals. He agreed with Commissioner Hall that the City should cap the currently number of nightly rentals until they can address the issues.

Director Erickson stated that in terms of land planning, the City needs to consider that the Code was written for this side of the hill before the buildout was complete in the neighborhood. Parking on the street no longer exists because of the new driveways and new houses. Director Erickson thought their comments were worthy of consideration, but they need to understand the underlying land use principles. He was unsure whether additional research on nightly rentals would produce anything different than what they already know. He was unsure whether they could respond to the conditional use criteria because it is difficult to enforce. Director Erickson suggested that the Commissioners should either not make any changes or try to manage the total number of nightly rentals in the neighborhood. He pointed out that the Municipal Code has controls on nightly rentals that the Planning Department cannot control. He noted that many of the phone calls they receive are not valid nightly rental complaints.

Commissioner Kenworthy noted that the density and the slope with buildout pushes more snow out into the street and there is no place or snow to be stored, which puts a pedestrian on very steep icy streets. He reiterated his preference to cap nightly rentals

in the zone to its current number. Commissioner Hall concurred. She looks forward to discussing nightly rentals in general in the future.

Commissioner Suesser commented on the allocation of resources as being a problem. If they reform the complaint system and make it simple, when someone calls in the person who answers the phone can direct them to an easy complaint form that they can fill out and send it. It reduces the burden on extra resources and it will help with tracking. She stated that if these complaints come in and the property management companies are alerted to the complaints, they would most likely address the problem. Commissioner Suesser thought the enforcement problem would be a lessened if the complaint system is reformed.

Director Erickson thought some of the comments by the professional property manager were worth noting and he intended to research some of the suggested concepts further.

Commissioner Sletten assumed many of the complaints are on properties that are not managed by professional property managers.

Commissioner Van Dine thought it would be interesting to look at some of the other communities that are similar to Park City in terms of how they enforce and track. She agreed that Park City needed to find a better system for tracking the complaints. That information would be significant in figuring out how to move forward. Commissioner Van Dine also agreed with capping the HRL-West zone where it is right now. They could then move on to looking at the different districts with new tracking and updating policies for the CUPs.

Commissioner Sletten agreed with Chair Phillips that there should be a little overlap. He was not opposed to capping at the current level, but they could be closing the door on some exceptions. Chair Phillips preferred to leave a couple open to avoid creating a panic.

Commissioner Kenworthy noted that they have already approved six CUPs in that area and none of them match with the conditions of approval. If they receive another application it will have a different set of regulations and conditions of approval. He thought it was a slippery slope.

Planner Ward stated that based on the feedback the Commissioners provided this evening, the Staff could come back with a Code and put it on the schedule sooner rather than later.

Commissioner Suesser wanted to look at a potential cap on the rest of the zones where nightly rentals are permitted. She thought they needed to consider a cap on nightly rentals zone wide. Commissioner Hall and Commissioner Sletten agreed. Commissioner Suesser stated that she was not convinced they should put a cap on the HRL-West zone, but she was willing to consider it. She thought the number was arbitrary.

City Attorney Harrington stated that a cap cannot be arbitrary. Similar to the Main Street program, there needs to be a rational basis for arriving at that numbers. The Staff will come back with reasons for setting a cap and the Planning Commission would need to find that those reasons are real.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

8.A. 962 Woodside Avenue & 968 Woodside Avenue – Plat Amendment – The Applicant Proposes to Combine Lot 17 and Lot 18 of Block 3 of Snyder’s Addition into One (1) Lot of Record.

Planner Alexandra Ananth presented the application on behalf of Planner Kuhrmeyer, who was out of town.

Planner Ananth reviewed the proposed to combine two 25’ x 75’ standard Old Town lots into one larger lot. At the request of the City Engineer, a dedication was added for a portion of the roadway that encroaches into the parcel.

The Staff recommended that the Planning Commission conduct a public hearing and consider approving the project based on the findings of fact, conclusions of law, and conditions of approval found in the Staff report.

Commissioner Suesser noted that the Staff report indicated good cause was to clean up the lot lines. However, if they are two standard Old Town lots, there should be no lot line irregularities. Planner Ananth stated that she had the same question when she read the Staff report and thought Planner Kuhrmeyer may have been referring to the road dedication. She had no other answer because it only involved the road dedication and the lot combination. There were no issues with respect to cleaning up the lot lines.

Commissioner Suesser asked how combining the two lots was consistent with the purpose of the HR-1 District to preserve present land uses and encourage construction of compatible homes of the same character and scale of the Historic District. She questioned why they would allow a potential duplex rather than two single-family homes on the two lots.

Commissioner Van Dine noted that the goal was to build a single-family home. Commissioner Suesser replied that the size would permit a duplex. She still questioned why the Staff felt there was good cause.

Planner Ananth stated that she forgot to mention that an illegal gravel parking area would be removed with this proposal. She noted that Planner Kuhrmeyer had mentioned that there were other double-wide lots in the neighborhood and this was consistent with the surrounding neighborhood.

Chair Phillips stated that he had questions on whether this was consistent with the neighborhood, but it appeared that Planner Kuhrmeyer found other lot combinations. Director Erickson referred to the plat map and noted that the gray identified combined lots or a re-subdivision.

Director Erickson stated that if the Planning Commission wanted a greater discussion on density in the Historic Districts, they could add it to the list of policy questions for a future meeting. Chair Philips favored that idea.

Director Erickson pointed out that vehicle traffic may be reduced by combining the lot and only having one unit. It would also reduce to one driveway in that location. However, he recognized that those are "what ifs" and not guarantees. Planner Ananth noted that one house versus two would also potentially minimize the amount of construction.

Commissioner Suesser asked if the four lots directly across Woodside from the two subject lots was multi-family or four single-family lots. Director Erickson thought it looked like the lot lines were still intact and it was re-subdivided into what appears to be four lots. He offered to look at it further. Commissioner Suesser clarified that she was only trying to understand how this was consistent with the purpose of the HR-1 District and good cause to combine the lots. She thought this deserved a bigger discussion.

Commissioner Sletten thought it should be a policy matter rather than individual applications.

City Attorney Harrington stated that the Planning Commission could request more clarifying information from the Staff regarding Commissioner Suesser's questions if they do not feel there is sufficient good cause for this application. The second issue is a broader question related to the permitted conditions in which they generally consider plat amendment zone by zone. He believed that issue required a broader policy discussion. Mr. Harrington noted that at one time Old Town had affirmative General

Plan language that preferred lot combinations for off-street parking, snow removal, and other issues. That was eventually modified to be a case by case determination based on compatibility and good cause. He stated that there has been an evolution in the permissiveness of lot combinations. The Planning Commission can have that policy discussion again if they feel it is necessary. However, it is important to treat everyone the same under the existing Code, and permitted uses are generally considered good cause because they are permitted in the zone. If the Planning Commission would like to re-evaluate permitted uses in the zone and not enable those by plat amendment, they should have the broader policy discussion.

Chair Phillips thought that was in line with his comments at the last meeting that it is not fair to the applicant to have policy discussions while reviewing the application. Chair Phillips emphasized that it should be added to the list of work session discussions.

Commissioner Suesser thought the topic should be more of a policy discussion about combining lots in Old Town and whether or not it is consistent with the Historic District. The Commissioners concurred.

Chair Phillips opened the public hearing.

There were no comments.

Chair Phillips closed the public hearing.

Commissioner Suesser stated that she thought this application was inconsistent with the purposes of the HR-1 District and she could not find good cause to combine the two lots.

Commissioner Sletten disagreed, given the precedent in the neighborhood. He remarked that good cause can be found in a number of ways, including reducing curb cuts for driveways and keeping cars off the street. Commissioner Sletten thought they should relook at the policy, but it would be inappropriate to deny this application.

Commissioner Van Dine agreed with Commission Sletten. She noted that per the application, the project intent is to build a single-family residence on the two properties. She believed that was consistent with the character and the goals of the HR-1 District. In her opinion, reducing driveways and a single-family home on the lot would be preferable. Commissioner Van Dine did not think they could deny this application because of the precedence that has already been set in the neighborhood.

Commissioner Hall asked if the Planning Commission could condition the approval to only allow a single-family dwelling. Chair Phillips stated that over the years, he has learned that people have one idea in mind but it can change for various reasons. For example, an owner could sell the property and a new owner could build a duplex. He asked if it was appropriate to condition the approval to a single-family structure. City Attorney Harrington stated that the Planning Commission could condition it if they could articulate a rationale, such as finding that single-family meets good cause because of the reduction in density, reduction in driveway, and occupancy, resulting in net positive impacts. For that reason, the Planning Commission would recommend an additional condition of approval to the City Council.

Chair Phillips was hesitant to do that because the applicant was not present and would not have anticipated the additional condition.

City Attorney Harrington stated that the Staff could discuss it with the applicant, and if the applicant objects, they could request that the City Council remand it back so the applicant can discuss it further with the Planning Commission prior to a recommendation. If the applicant accepts the added condition of approval, the City Council can proceed with the plat.

The Planning Commission accepted that explanation and preferred to move forward with recommending the condition of approval.

Commissioner Hall thought it was good to have the condition of approval and Mr. Harrington's suggestion on how to address it. She also favored having a broader policy discussion.

Commissioner Kenworthy found that combining the lots was consistent with the neighborhood.

Director Erickson clarified that doubling the lot size does not double the size of house that can be built. The square footage reduces proportionately on the lot size. Director Erickson was comfortable with the action the Planning Commission was taking and the Staff would brief the applicant.

MOTION: Commissioner Sletten moved to forward a POSITIVE recommendation to the City Council for the plat amendment for 962 Woodside Avenue and 968 Woodside Avenue based on the Findings of Fact, Conclusions of Law, and Conditions of Approval found in the draft ordinance as amended, with the addition of a condition of approval that the structure be limited to a single-family home, and with the additional findings as suggested by the City Attorney. Commissioner Van Dine seconded the motion.

MOTION: The motion passed 4-1. Commissioner Suesser voted against the motion.
Findings of Fact – 962/968 Woodside Avenue

1. The subject property is located at 962 Woodside Avenue and 968 Woodside Avenue.
2. Once combined, the Lot will be addressed 962 Woodside Avenue.
3. The site is within the Historic Residential (HR-1) District.
4. The property is vacant, with the exception of a gravel “parking” area. This will be removed prior to recordation, per condition of approval # 5.
5. The Plat Amendment application is a request to combine Lot 17 and Lot 18 of Block 3 of Snyder’s Addition into one (1) Lot of Record.
6. The proposed Lot consists of 3,750 square feet and meets the minimum Lot Size for a Single-Family Dwelling (1,875 square feet) and for a Duplex (3,750 square feet).
7. The proposed Lot measures fifty feet (50’) wide and seventy-five feet (75’) deep and meets the minimum Lot Width of twenty-five feet (25’).
8. The proposed Lot Size is compatible with existing lots in the neighborhood and in the overall Historic District.
9. The minimum required Front and Rear Setbacks for the proposed Lot would be 10 feet.
10. The minimum required Side Setback for the proposed Lot would be five feet (5’) for the interior lot line and five feet (5’) for the side that faces 10th Street.
11. The maximum building footprint for a Lot this size is 1,519 square feet.
12. The maximum Building Height of any new Structure would be twenty-seven feet (27’) from Existing Grade.
13. Any new Structure would also be need to meet parking requirements per LMC § 15-3.
14. Staff finds good cause for this plat amendment in that it will clean up the property lines at this location. The proposed Lot will comply with zoning requirements for Lot Size, Width, and Depth. Additionally, public snow storage easements will be dedicated with the recorded plat.
15. The proposed single-family use meets good cause because it reduces the density, number of driveways, and the occupancy; resulting in net positive impacts for the surrounding neighborhood.
16. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law – 962/968 Woodside Avenue

1. There is good cause for this Plat Amendment.

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

Conditions of Approval – 962/968 Woodside Avenue

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The plat shall note that fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.
4. All existing encroachments, including the gravel pad, shall be removed prior to recordation of the Plat.
5. The existing gravel pad shall be removed prior to recordation of the Plat.
6. A ten foot (10') public snow storage easement on both street fronts shall be noted on the Plat.
7. The property is not located within the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore it is not regulated by the City for mine related impacts. However, if the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.
8. A note shall be added to the Plat stating that the Site is located within the FEMA Flood Zone X.
9. All development shall provide elevation certificates certifying compliance with the minimum FEMA Flood Zone Requirements.
10. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
11. A structure on the lot is limited to a single-family home.
12. The applicant shall dedicate to the City the portion of the lot that encroaches into the City's platted right of way.

8.B. Deer Crest Club, 2300 Deer Valley Drive East – Modification of Existing Conditional Use Permit - Consideration to Amend the Existing Conditional Use Permit for the Deer Crest Club In Order to 1) Expand the Maximum Membership of the Deer Crest Club from 195 to 290; and 2) Allow Space in the Phase 2 Building Under Construction to be Used for Club Facilities. The Deer Crest Club is an Amenity Club Approved Pursuant to a CUP on February 23, 2011. (Application PL-19-04255)

Planner Ananth reviewed the application to modify an existing conditional use permit for an amenity club with up to 195 members, which was approved in 2011. The applicant was now proposing to increase the cap to 290 memberships, as well requesting allowance for space in the Phase 2 building to be used for additional amenity facilities. Planner Ananth reported that the space in the Phase 2 building is 2,183 square feet, and it would be used as a members' lounge and ski locker amenities.

Planner Ananth reported that the applicant submitted a table showing the parking during various phases of construction. Phase 2, which is nine condominiums and parking, is currently under construction. A third phase has been approved with a CUP. She presented a slide and noted that the green column indicates the number of spaces that will be provided during each phase of construction. With Phase 2 under construction, 395 parking spaces are available among the three St. Regis parking areas. That number will increase to 440 with the completion of Phase 3.

Planner Ananth stated that amenity clubs do not have a parking requirement under the Land Management Code. However, the applicant has submitted numerous parking studies over the years and each study indicated a significant number of excess parking stalls in addition to those required, as well as an addition to their actual demand. Planner Ananth reported that in addition to having a parking surplus, the hotel utilizes valet and shuttle service to move cars around as needed between the lots.

Planner Ananth noted that the 2011 parking analysis showed that during the busiest weeks of Christmas and Sundance, and with the hotel at maximum occupancy, the parking use was at 46% capacity. In 2017 another study was done which noted that 62% of the parking was required at peak demand, leaving 154 empty stalls on the busiest day at full occupancy.

Planner Ananth stated that of the 95 proposed new members being requested, 23 will be reserved for the buyers of Phase 2 and Phase 3 condominiums. The membership will be part of the condominium purchase. That would leave 72 available memberships to the general public.

Planner Ananth reported that a 2019 trip generation and parking study predicted that a maximum of 33% of the new members would be present at the amenity club during a peak day; and 50% of those members would drive and 50% would use alternative means to access the amenity club through skiing, walking, carpooling or shuttle. Planner Ananth remarked that the analysis assumed that the remaining members would generate new vehicle trips. Thirty-five percent of those trips would be during morning peak hour, and 35% would likely be during the evening peak hours, resulting in 24 new trips on the busiest day of the year. Vehicle trips and parking demand would be significantly less the remainder of the year. Planner Ananth noted that this results in a peak parking demand of 13 additional vehicles on the busiest day of the year. Based on the existing parking at the hotel, Hales Engineering concluded that there is sufficient excess parking to absorb the proposed parking needs of the 95 additional memberships.

The Staff recommended that the Planning Commission conduct a public hearing and consider approving the requested CUP, subject to the findings of fact, conclusions of law, and conditions of approval in the Staff report.

Planner Ananth recommended a modification to Condition #7, which states that a parking study be submitted within one year of receiving the final Certificates of Occupancy for Phase 3, with a review of Club operations. She initially suggested that the study be submitted to the Planning Commission; however, based on the fact that there is excess parking capacity, she thought it would be more appropriate to submit the study to the Planning Director. If the Planning Director determines that further action is necessary, he could forward the information to the Planning Commission.

Chair Phillips was comfortable with submitting the study to the Planning Director in this case.

Tom Bennett, Legal Counsel to the applicant, introduced Michael Zaccaro from the ownership group of the St. Regis Hotel. Mr. Bennett thanked Planner Ananth for her thorough review of this application.

Mr. Bennett added additional information he thought was important. He stated that with this application for an amendment and adding to the number of club members, there was not proposal to change the design or square footage of the Phase 2 building. The space that will be used for the club in the Phase 2 building was always designed as part of the space. If it were not used as a club, Marriott would require it to be used as an owners' lounge per their branding requirement for condominium projects. Mr. Bennett emphasized that no new space was being added in connection to this proposed modification to the club.

Mr. Bennett noted that additional parking was not required for this modification because of surplus parking over the years. He explained that the extra parking was based on a number of issues. The first is that parking was determined for all three phases of the project as a whole from the beginning, which was based on 130 UEs in full plus a significant amount of commercial and meeting room space. Mr. Bennett thought it was unlikely that the project would use all 130 UEs for this project. Roosevelt Gap was originally intended to be 99.5 UEs and it only used approximately 96 UEs. As the hotel has developed, they will not be using all the allotted support commercial or meeting room space. Mr. Bennett stated that after running the numbers for the completion of the project, only 58.4% of the allowable support commercial and meeting room space will be used. Mr. Bennett stated that at the beginning the City was not sure how to determine the amount of required parking and he thought the parking was calculated based on a traditional condominium project.

Mr. Bennett stated that regardless of the reason, there is clearly excess parking. He presented a slide of a table showing the CUP parking required. He noted that those numbers came together in 206 when there was a substantial modification of the CUP. At that time, Kirsten Whetstone, a former planner, did a detailed analysis of the parking requirements as originally approved and utilized. Mr. Bennett stated that in an interest to make sure there was adequate parking, there is more than sufficient parking throughout every phase.

Mr. Bennett noted that the applicant was asked to address the issue of what happens when Phase 3 is built. Phase 3, which is the northern part of the Snow Park parcel, currently has 61 parking stalls. During the course of construction those 61 spaces will not be available. The initial reaction was how to plan for that. Mr. Bennett remarked that the answer is the fact that there is already sufficient surplus parking to address that issue. Mr. Bennett stated that in the 2017 parking study, on the busiest hour of the busiest day, there were 154 total vacant parking spaces in the hotel, including 62 vacant spaces at Roosevelt Gap. Those 62 spaces would make up for the 61 spaces being lost below. He noted that at the busiest hour in the traffic study there were 169 parking spaces occupied in Roosevelt Gap and Snow Park. Under the current plan, during the construction of Phase 3 there will be 196 spaces available at Roosevelt Gap and Snow Park. Mr. Bennett pointed out that there will be surplus parking to make up for any parking that will be temporarily lost during construction of Phase 3. In addition, the intent is to plan a construction period that only affects one ski season.

Mr. Bennett commented on the need for a parking and mitigation plan. He noted that a parkin and traffic mitigation already exists. The primary mitigation factor is that the club has shuttle buses available to its members. On a typical day at the club, only 50% of

the club members arrive in a private single-family vehicle. The other 50% use the shuttle, ski, or they are already in Deer Crest. Mr. Bennett thought the parking was effectively mitigated. Mr. Bennett stated that another mitigation factor is the limitation on the number of memberships that can be sold to people who reside outside of the Deer Crest gates or the St. Regis hotel. The applicant was currently proposing that at least 45 of the 195 memberships must be for people within Deer Crest or the hotel. With the increase in membership, the applicant was proposing to increase the number to 65 memberships that must be for members in Deer Crest or the hotel.

Commissioner Kenworthy asked for the total number of memberships that would be sold to outside members. Mr. Bennet replied that 290 memberships minus the 65 restricted to Deer Crest and the hotel leaves a total of 225 memberships for outside members.

Director Erickson clarified that most of the existing memberships have already been sold. Mr. Bennett recalled that out of the 195 existing memberships, 194 are sold at this point. The requested 95 additional memberships would be in addition to the ones that have already been sold.

Commissioner Kenworthy congratulated Mr. Zaccaro on the club. He has been in there and it is a tremendous success. He asked for clarification on the number of people and the number of trips anticipated for the 225 outside members. Mr. Zaccaro stated that the traffic study and the information provided in conjunction with the application only took into account the existing 195 memberships. On the busiest day of the last two years, which happened to be the day of their holiday party, the total number present at the club on that day was 65 members. Of those 65 members, approximately 33 members drove to the hotel. That number includes people who live within Deer Crest driving to the hotel without using any of the main roadways in Park City. The total trips on the busiest day over a two-year period were 33 car trips. Mr. Zaccaro stated that the additional memberships would add 9 additional trips in the morning and 9 trips in the afternoon on the busiest day. He pointed out that regardless of the club, some of those people would be coming to ski at Deer Valley anyway.

Mr. Bennett agreed that most of the people coming to the club would be coming to Deer Valley anyway. Having additional members and additional parking available at the club actually takes some cars out of the Deer Valley public lots.

Commissioner Sletten stated that his friends who are members of the club tend to rely on the shuttle service. If not for the club and the shuttle service, his friends would be driving to the parking lots. Commissioner Sletten thought increased membership could actually reduce the number of total car trips.

Commissioner Kenworthy asked if club members who are not owners at Deer Crest are allowed to park at the hotel. Mr. Zaccaro stated that if they live at Deer Crest, they are allowed to park at the bottom. Commissioner Kenworthy clarified that he was asking about non-Deer Crest owners. Mr. Zaccaro replied that the majority of those members park at Snow Park and come to the hotel from the funicular. Depending on how they need to manage the overall parking for the upper resort and lower resort, cars are then shuttled up to the main hotel if necessary, to make parking available at the lower resort. He clarified that non-owners cannot drive their car through the gate, but the valet can drive their car up to the hotel. People are not allowed to drive through the gate unless they own at St. Regis or own property at Deer Crest. Commissioner Kenworthy stated that he was focused on the morning hours on power days where they have seen recent increases in the parking at Snow Park. He wanted to make sure that Deer Crest has a contingency plan that allows for club members to have available parking spaces on the upper lots in the hotel. Mr. Zaccaro replied that it is a contingency plan; and in addition, they were currently adding 35 additional spaces as they build Phase 2. When Phase 3 is built out, there will be two levels of below grade parking totaling 105 spaces.

Mr. Bennett wanted it clear that of the 95 additional memberships being requested, 23 will be reserved and used solely for the owners of the 23 new condominiums being built at Snow Park.

Commissioner Suesser asked if the 23 condos being built at Snow Park were both Phase 2 and Phase 3. Mr. Bennett answered yes. Commissioner Suesser stated that she was more focused on the change of use in the Phase 2 building from support space to amenity space. She wanted to confirm that the space will be restricted to a lounge and ski lockers, and that no other additional amenities were being contemplated. Mr. Zaccaro stated that club members will have access to the gym and other amenities that already exist at the hotel. He clarified that that space Commissioner Suesser was asking about would only be a seating lounge area and metal ski lockers. Commissioner Suesser thought use of the 2100+ square feet should be specified in the conditions of approval as being ski lockers and lounge space, and no other amenities.

Mr. Bennett noted that there is no way to know what will happen in the future and there might be a use more consistent with the times that could go in there. He was unsure how they could describe the limitation. He understood that it should not be used for retail space.

City Attorney Harrington suggested "Any change of use from applicant's proposed description as contained in Exhibit D would require returning to amend the CUP". The

applicant would need to come back and describe the change of use and make sure there is no adverse parking or other impacts.

Planner Ananth suggested leaving it to the discretion of the Planning Director as to whether or not a change would increase the parking and warrants a review.

Mr. Bennett pointed out that there was very little this space could be used for if not this. It could be some other form of support commercial space or meeting room space, and both of those could potentially increase the impacts. Commissioner Suesser stated that if the amenities would attract people who live in Deer Crest, it would generate more impacts than only attracting those who have residences in the hotel. For example, a spa, bar or restaurant in that space could potentially generate greater traffic to the space.

Mr. Zaccaro clarified that this space would be restricted for use only by people who own in Phase 2 or Phase 3, and it will be their amenity space to use.

Commissioner Suesser thought it might be appropriate to just exclude a restaurant. She read the definition of club amenities and all it includes. Her concern is an amenity that would generate a lot of traffic, such as a new restaurant. Commissioner Sletten pointed out that the restaurant would only be able to service the club members. With 65% of the space already taken up with lockers, it would be difficult to have a restaurant. Planner Ananth noted that Phase 2 already includes an approved restaurant.

Chair Phillips opened the public hearing.

There were no comments.

Chair Phillips closed the public hearing.

Chair Phillips was comfortable with the proposal. The parking was sufficient and he had no issues with the additional memberships.

Commissioner Hall asked if there was any feedback from the current Deer Crest members. Mr. Zaccaro stated that the members asked if they would have the ability to use both locations. However, that needs to be restricted because they do not physically have the space to expand into the existing building. Some members would like to change their membership to where they are now to the Phase 2 location because their children attend ski school at Deer Valley and that club location would be easier. In addition, members who drive to Snow Park and take the funicular up to the building

could eliminate doing that if they can use the Phase 2 location, especially if they plan to ski out of Deer Valley. Mr. Zaccaro stated that there are no negative impacts or negative concerns to existing members. The larger membership helps them in terms of managing overall costs. He reiterated that the only questions have been about access.

Commissioner Suesser clarified that she would not push for a condition of approval regarding the club space restrictions or a condition that it only be for lockers and a lounge.

MOTION: Commissioner Sletten moved to APPROVE the modification to the existing Conditional Use Permit for the Deer Crest Club, 2300 Deer Valley Drive East, 1) to expand the maximum membership of the club from 195 to 290 members; 2) to allow space in the Phase 2 Building under construction to be used as club facilities. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – Deer Crest Club

1. On February 23, 2011, the Planning Commission approved a Conditional Use Permit for an Amenity Club at the St. Regis with a membership cap of 195 Members.
2. The Deer Crest Club operates within the St. Regis Hotel, including the restaurant, bar, spa, ski lockers, fitness center, and pool. A total of 290 memberships are now requested (an increase of 95 memberships over the existing 190 cap). Membership is expected to include owners of units at the St. Regis Resort, homeowners in the Deer Crest residential area, and others from the community.
3. This application is reviewed under Section 15-1-10 (E) of the Land Management Code.
4. The property was posted and notice letters were mailed to property owners within 300' of the property. Legal notice was published in the Park Record.
5. The project has access from Deer Valley Drive and Deer Crest Estates Drive.
6. The property is located within the Residential Development (RD) and Recreation Commercial (RC) MPD zoning district and is subject to the Deer Crest Settlement Agreement and the Deer Crest Hotel CUP.
7. Amenity Clubs require a Conditional Use Permit in the RD and RC zone.
8. No physical changes are proposed to the existing restaurant, bar, spa, fitness center or pool to increase the posted capacity limits. No exterior changes are proposed to the buildings or site.
9. The applicant provided a parking analysis (Exhibits B and E) demonstrating that there is adequate parking available for the requirements of the expanded Club

activities and membership. During the busiest weeks (Christmas) when the hotel was at its maximum occupancy the parking use was at 62% of capacity.

10. The approved Hotel CUP for the St. Regis Resort allows for a total of 146 parking spaces at Roosevelt Gap (105 spaces for overnight use and 41-day use spaces) and 65 valet parking spaces at Snow Park with access to Roosevelt Gap via the funicular. There are 173 parking spaces at the Jordanelle lot serviced by the employee and guest shuttle.

11. The St. Regis Resort utilizes a guest shuttle service. The shuttle service is available for Amenity Club members for transportation to and from the St. Regis.

12. The Amenity Club will be operated and managed in accordance with provisions of the Membership Agreement. Access to the Amenity Club uses shall be restricted during peak occupancy periods based on existing occupancy limits for the hotel amenities. Restrictions on access to the Hotel and parking requirements that are consistent with the conditions of approval of the Hotel CUP will be spelled out in the Membership Agreement.

13. One or two additional employees are anticipated for the expanded Club membership.

14. There are no unmitigated impacts to LMC 15-1-10(E)(1) size and location of the site.

15. There are no unmitigated impacts to LMC 15-1-10(E)(2). It is anticipated that the proposed expansion in membership will generate approximately 24 new trips on the busiest day of the year and that outside of the busiest week the these numbers reduce significantly. Additionally, the Hotel operates a shuttle service that is available to Club members for transportation to and from the St. Regis.

16. There are no unmitigated impacts to 15-1-10(E)(3) as no additional utility capacity requirements are created with the expanded membership.

17. There are no unmitigated impacts to LMC 15-1-10(E)(4) increased membership will not change emergency vehicle access.

18. There are no unmitigated impacts to LMC 15-1-10(E)(5). The applicant provided a parking analysis (Exhibits B and E) demonstrating that there is adequate parking available for the requirements of the expanded Club membership. During the busiest weeks (Christmas) when the hotel was at its maximum occupancy the parking use was at 62% of capacity.

19. There are no unmitigated impacts to MC 15-1-10(E)(6) internal vehicular and pedestrian circulation system.

20. There are no unmitigated impacts to LMC 15-1-10(E)(7), fencing, screening and landscaping as a result of the expanded membership.

21. There are no unmitigated impacts to LMC 15-1-10(E)(8). The expansion in membership will not change the Buildings in any way.

22. There are no unmitigated impacts to LMC 15-1-10(E)(9). There are no changes to usable Open Space.

23. There are no unmitigated impacts to LMC 15-1-10(E)(10), as no additional signs or lighting are proposed with this application.
24. There are no unmitigated impacts to LMC 15-1-10(E)(11) as there are no changes to the physical design of the Buildings.
25. There are no unmitigated impacts to LMC 15-1-10(E)(12), noise, vibration, odors, steam or other mechanical factors that might affect people and Property off-site.
26. There are no unmitigated impacts to LMC 15-1-10(E)(13), control of delivery and service vehicles as a result of expanded membership.
27. There are no unmitigated impacts to LMC 15-1-10(E)(14), ownership and management of the project as a result of expanded membership.
28. There are no unmitigated impacts to LMC 15-1-10(E)(15), Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, Park City Soils Ordinance, and Steep Slopes as a result of expanded membership.
29. This proposal has been reviewed for consistency with the Goals and Objectives of the Park City General Plan. Lower Deer Valley is a resort neighborhood with a mix of resort-oriented housing and visitor amenities. Deer Valley prides itself on offering an exceptional skier experience and this mentality of providing exceptional quality is shared by the surrounding residential community. Expanding Club membership opportunities is consistent with the goals and objectives of the Park City General Plan for this neighborhood as long as parking and additional vehicle trips are sufficiently mitigated. The applicant has stated that since operating a Club with 195 members they believe they can afford to increase their membership cap without affecting the quality of either Hotel or Club services, including parking. One or two additional employees are anticipated to serve the expanded Club Membership. The previous parking demand Study determined that peak parking demand at the St. Regis was 250 stalls, leaving 154 empty stalls on the busiest day.
30. Submitted Trip Generation and Parking Studies show that the proposed expansion in Club membership and expansion of Club Amenity space in Phase 2 will result in minimal trip generation (24 new trips) and that trip generation is within the capacity of Deer Valley Drive. Additionally, these studies show that the applicant has demonstrated that the Hotel has sufficient excess parking capacity to support the proposed increase in Club membership.
31. The Findings in the Analysis Section are incorporated herein.

Conclusions of Law – Deer Crest Club

1. The Use, as conditioned complies with all requirements of the Land Management Code, Section 15-1-10.
2. The Use, as conditioned is consistent with the Park City General Plan.
3. The effects of any differences in use or scale have been mitigated through careful

planning.

4. The Application complies with all requirements outlined in the applicable sections of the Land Management Code, specifically Sections 15.1.10 review criteria for Conditional Use Permits.

Conditions of Approval – Deer Crest Club

1. A Membership Agreement shall be reviewed and approved by the City, as to form and compliance with the Conditions of Approval, prior to commencing new membership sales for the Amenity Club. Access shall be restricted during peak occupancy periods based on existing occupancy limits for the hotel amenities. The Agreement shall reiterate conditions of approval of the Deer Crest Hotel CUP regarding access to the hotel and parking requirements and restrictions, and shall encourage use of the Hotel shuttle.
2. The applicant is responsible for management of the club and enforcement of the Membership Agreement.
3. Amenity Club membership shall be limited to a maximum of 290 memberships with a limit of not less than 65 memberships required to be held by owners of property located within the Deer Crest gates or owners of condominium units in any phase of the St. Regis Deer Valley.
4. All conditions of approval of the 1995 Deer Crest Settlement Agreement and its amendments continue to apply.
5. All conditions of approval of the Deer Crest Hotel CUP last amended on April 18, 2016, shall continue to apply.
6. Prior to the issuance of a building permit for Phase 3 the applicant shall submit a Parking Management Plan outlining how parking at Snow Park will be managed during construction with respect to the loss of surface stalls and construction related parking and deliveries, to the Planning Department for review and approval.
7. Within one year of receiving the final Certificates of Occupancy for Phase 3, the applicant shall submit to the City Planning Department, for review by the Planning Director, a review of Club operations including the use, membership status, parking and traffic impacts, and a summary of complaints received regarding impacts of the Club on the hotel operations, guests, and owners of adjacent or nearby property.

8.C. Land Management Code (LMC) Amendment – Amending the LMC to Remove the Requirement That Solar Energy Systems Shall be at Least One Foot (1') From the Eave of a Roof by Amending LMC 15-5-5(G)(3)(b).
(Application PL-20-04463.)

Planner Hannah Tyler reported that this was an amendments to clean up the Solar Code. The result came from the task force and also from solar companies who could not find a logical reason for why the solar requirement is to have a 1-foot distance from the edge of the eave to the start of the solar array. The Staff worked with the Building Department to make sure there were no building code requirements or concerns. For example, the ridge of the roof cannot have solar panels because the fire fighters need to be able to ax the roof to let out the smoke. Planner Tyler stated that the Building Department determined that there was no requirement for the 1-foot distance, and in fact, the distance between the eave and a solar array would actually result in snow buildout and create ice dams and other issues. Allowing solar to go to the edge of the eave actually resolves an issue that was unintentionally created by requiring the 1-foot distance.

Planner Tyler noted that this amendment was reviewed by the HPB and the Design Review Team and there were no concerns from a design guideline standpoint of the perception of one additional foot of solar array on a historic house or on a new house.

The Staff recommended that the Planning Commission forward a positive recommendation to the City Council for the proposed amendment, based on the Findings of Fact in the draft ordinance.

Chair Phillips believed this amendment would encourage people to consider solar. Planner Tyler agreed. She believed it was a positive for the direction the community wants to take. The Staff could not identify any negative impacts at this point.

Chair Phillips opened the public hearing.

There were no comments.

Chair Phillips closed the public hearing.

MOTION: Commissioner Suesser moved to forward a POSITIVE recommendation to the City Council to remove the requirement that solar energy systems are at least 1-foot from the eave of the roof by amending LMC 15-5-5(G)(3)(b). Commissioner Hall seconded the motion.

VOTE: The motion passed unanimously.

The Planning Commission Meeting adjourned at 8:30 p.m.

Approved by Planning Commission: _____

PENDING APPROVAL

Planning Commission Staff Report

Subject: Land Management Code Amendments
Author: Planning Department
Date: April 22, 2020
Type of Item: Work Session – 2020 Plan and Schedule



Summary Recommendation

This work session, originally scheduled for March 25, 2020, was continued to April 22, 2020. Staff requests the Commission continue this work session to a date uncertain.

Notice

Staff published notice on the City's website and the Utah Public Notice website on March 9, 2020. The *Park Record* published notice on March 11, 2020. When this item is scheduled for the Commission's consideration, staff will re-notice the work session.

Public Input

Staff did not receive any public input at the time this report was published.

Planning Commission Staff Report



Subject: Land Management Code Amendments
Application: PL-20-04459
Author: Rebecca Ward
Date: April 22, 2020
Type of Item: Legislative

Summary Recommendations

This item was originally scheduled for the March 25, 2020 Planning Commission meeting, which was cancelled, and continued to the April 22, 2020 meeting for consideration. Staff requests that the Commission continue this item to a date uncertain.

Description

Applicant: Planning Department
Proposal: Amend Land Management Code § 15-10-5,
Board of Adjustment Organization
Reason for Review: Land Management Code amendments require Commission review and recommendation and Council review and action

Background

The proposed Land Management Code (LMC) amendment aims to streamline the appeal and variance process by allowing the alternate Board of Adjustment (BOA) member to count toward a quorum.

Notice

Staff published notice on the City's website and the Utah Public Notice website on March 11, 2020. The *Park Record* published notice on March 11, 2020.¹ This item will be noticed again when it is scheduled to come before the Commission.

Public Input

No public input has been received.

¹ LMC [§ 15-1-21](#).

Planning Commission Staff Report



PLANNING DEPARTMENT

Subject: 445 King Road
Project: PL-19-04373
Author: Liz Jackson, Planner
Date: April 22, 2020
Type of Item: Administrative – Conditional Use Permit (CUP)

Summary Recommendation

Staff recommends that the Planning Commission review the proposed Conditional Use Permit for 445 King Road in the Estate (E) Zoning District, conduct a Public Hearing, and consider approving the Conditional Use Permit for 445 King Road according to the Findings of Facts, Conclusions of Law, and Conditions of Approval as outlined in this report.

Description

Applicant: Patrick J. Sweeney
Location: 445 King Road
Zoning District: Estate (E)
Adjacent Land Uses: Residential and Recreation Open Space
Reason for Review: The Planning Commission reviews and approves Conditional Use Permit Applications

Proposal

The Applicant is requesting that the Planning Commission review their proposal for a new Single Family Dwelling at 445 King Road. The new Single Family Dwelling site is labelled as the “Main House” according to the Treasure Hill Subdivision Phase 3 First Amended Plat and will be referenced as such herein. Per the Plat for this Site (Note 12), final house design shall be reviewed under the Conditional Use Permit (CUP) process. The proposal is in accordance with the Plat and Sweeney Properties Master Planned Development (Sweeney Properties Master Plan – SPMP). This Site is located in the Estate (E) Zoning District.

Zoning District

445 King Road is located in the Estate (E) Zoning District. The purpose of the E District is to:

- A. allow very low density, environmentally sensitive residential Development which:
 1. preserves ridge tops, meadows, and visible hillsides,
 2. preserves large, cohesive, unbroken Areas of Open Space and undeveloped land,
 3. preserves and incorporates wetlands, drainage ways, and intermittent streams as amenities of Development,
 4. mitigates geologic and flood hazards,
 5. protects views along the City’s entry corridors, and
 6. decreases fire risk by keeping Development out of sensitive wild land

interface Areas.

- B. incorporate pedestrian trail linkages between and through neighborhoods; and
- C. encourage comprehensive, efficient, Compatible Development which results in distinct and cohesive neighborhoods through Application of the Sensitive Lands Ordinance.

Background

The CUP Application was deemed complete on December 11, 2019. Per Summit County's records, this Site is Lot 8 of the Treasure Hill Subdivision Phase 3 First Amended Plat. Currently, the Site has an existing 1,500 square foot (Footprint) Structure being utilized as the "Main House" on the property. This was built with the intention that it would become a Guest House at a later date and a larger "Main House" would be built, in accordance with the Plat. A timeline of past Land Use and Development Activity is below.

Site Timeline

October 16, 1986 – Sweeney Master Planned Development (also known as Sweeney Properties Master Plan) was approved by the City.

July 31, 2003 – City Council approved a Zone Change for this Site from Recreational Open Space (ROS) to Estate (E). This was per Ordinance 03-36 (see Exhibit E).

July 31, 2003 – City Council approved a Subdivision Plat to create one Lot of record for this 11.9 acre Site. A six month Extension for this Application was approved by City Council on August 12, 2004. The Plat was subsequently recorded. This was per Ordinance 03-37 (see Exhibit F).

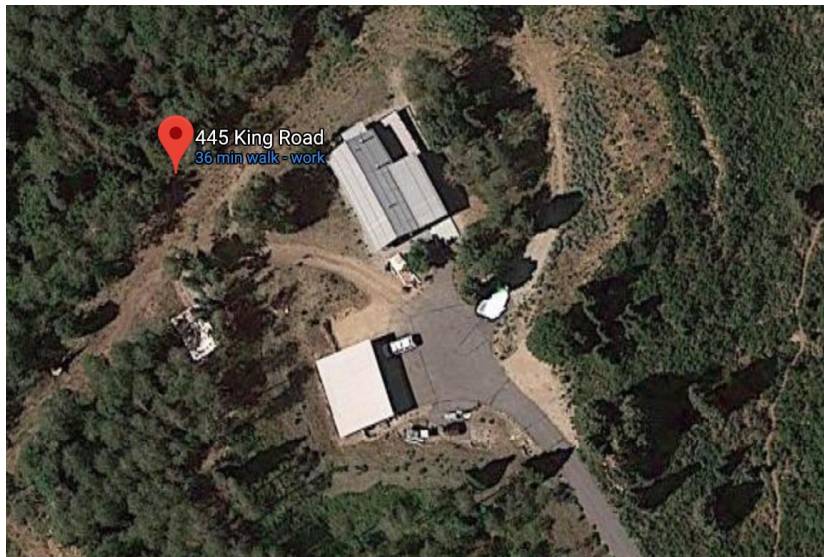
June 22, 2005 – A Conditional Use Permit was approved by the Planning Commission for construction of a Single Family Dwelling on this Site in accordance with the Sweeney Properties Master Plan. This approval had an expiration date of one year and has expired. No Building Permit was ever issued.

May 13, 2009 – Planning Commission approved a Conditional Use Permit for construction of a small Single Family Dwelling and detached garage with a carport. Condition of Approval 9 states that any future Dwelling on the Lot requires a separate Conditional Use Permit. The small Single Family Dwelling has a Footprint of 1,500 square feet and was considered to be the "Main House" at the time, but the intention – as stated by the Applicant – was to construct a larger "Main House" at a later date. The existing "Main House" will now be considered the Guest House, per the Plat and the Guest House definition in [LMC 15-15-1](#), and the Applicant is now applying to construct a larger "Main House."

May 28, 2009 – A Subdivision Plat Amendment for this Site was approved by City Council. The Plat was recorded as Entry Number 00883780 with Summit County (Exhibit B).

December 17, 2009 – A Building Permit was issued for a 1,500 square foot Single Family Dwelling at this Site (at the time was considered a “Main House”, with the intention that it would become a Guest House at a later date), and was subsequently built.

To date, the existing Structure on the Site has been utilized by the Applicant as the “Main House”. The current Application now seeks approval for a larger “Main House” with the existing Structure to be used as a Guest House. Reference to this Structure is noted in Plat Note 1(f). See images below titled Existing Structures and Existing Site for reference to the current built Structure(s) configuration and how the proposed Development location relates to the overall Site conditions.



Existing Structures – Google Maps



Existing Site – Park City ArcGIS Map

February 12, 2020 – Planning Commission continued this item to the March 25, 2020 Planning Commission meeting, in order to give staff time to review new plans submitted by the Applicant. The Future Phase 3 Addition was discussed to offer clarification on why and how that will be reviewed as an Administrative Conditional Use Permit. See Analysis section of this report (Review of Potential “Future Phase 3 Addition” sub-section) regarding that Addition. No concerns or amendments to the proposed Conditions of Approval were proposed. See meeting minutes linked [here](#), beginning on page 17.

March 25, 2020 –Planning Commission meeting was cancelled and items were noticed as being rescheduled to the April 22, 2020 meeting.

Analysis

A Conditional Use is defined in Land Management Code (LMC) [15-15-1](#) as a land Use that, because of its unique characteristics or potential impact, is allowed only if certain measures are taken to mitigate or eliminate the potential impacts. The Land Management Code requires the Planning Commission to review certain criteria when considering whether or not a proposed Conditional Use mitigates impacts. [LMC 15-1-10\(E\)](#). The criteria are outlined below, which include staff’s analysis.

1. Size and location of the Site.

No unmitigated impacts

The proposed Structure will be a Single-Family Dwelling for the “Main House” on an

11.9 acre parcel. This Site is of a substantial size, especially compared to the nearby Historic Districts' Lots to the east that allow Lots as small as 1,875 square feet (.04 acre). The size of the Lot and its location on the hillside allows for the proposed Structure to be physically and visually buffered from the adjacent Historic District neighborhoods. See image below titled Cross-canyon View of Site. The adjacent Lots to the south and west are within the Estate Zone, which requires a minimum Lot size of 3 acres per Dwelling Unit, and the adjacent 555 King Road Site is 55.9 acres (within the Estate Zone – see Exhibit B Sheet C1.0). 445 King Road's size is not only compatible with the adjacent Estate parcel's size, but the Site's size limits the impact that a large Structure would have on the Historic District's smaller Structures and Lots through natural vegetation, a visual buffer of the hillside, and distance. The nearest adjacent residence is 853 feet away, as measured.

2. Traffic considerations including capacity of the existing Streets in the Area.

No unmitigated impacts

The Site is accessed off of King Road. In the fall of 2019, the Applicant upgraded a portion of King Road to be 16' wide paved asphalt, with 2' on either side of compacted gravel. This was done to improve Fire Department and emergency vehicle access, as prior to this it was a substandard road. This was approved through Building Permit BD-19-27208. This portion of the road is shown in the image below between the two red lines (indicated by arrows marked "Pave King Road").



The Applicant has an Access Easement Agreement (recorded with Summit County as

document number 00658445) that lays out the parties responsible for the use and maintenance of the public and private portions of King Road. Any traffic increase to this Site will be minor, as the proposed development is a Single Family Dwelling (i.e. “Main House”) and the existing Structure may only be used as a caretaker or Guest House. The Lot may not be further subdivided per Plat Note 12.

3. Utility capacity, including Storm Water run-off.

Potential impact mitigated through Conditional Use Permit Conditions of Approval

All utilities to the Site were installed during construction of the existing 1,500 square foot house. The Site has a booster pump installed for the drinking water, which was approved and previously regulated by the Division of Drinking Water. Any update to the system and/or increase in demand would need their review and approval, and Park City Public Utilities requests they be included in the review and approval process with the Division of Drinking Water. See Exhibit D for Memorandum regarding the Site’s utilities. Maintenance and replacement of this system is the responsibility of the current or future Property owner. This is addressed in Condition of Approval 7. The Park City Fire District will need to review and approve the new development demands on the current system, at the Building Permit phase, to determine if the new development demands on the current system will be sufficient for fire flow and that the current backup systems are adequate.

4. Emergency vehicle Access.

No unmitigated impacts

See item 2 above, as that addresses the upgrades to King Road for emergency vehicle access.

5. Location and amount of off-Street parking.

No unmitigated impacts

Two (2) parking spaces are required for the proposed “Main House” (i.e. Single Family Dwelling - up to the first six [6] bedrooms) and one (1) space is required for the existing Guest House Structure, per [LMC 15-3-6\(A\)](#). The Application is in compliance with these parking requirements. See Exhibit B Sheet CU-103. This project proposes more than ample parking, as there are at least four (4) covered Parking Spaces (two [2] side-by-side and two [2] tandem, with extra garage space) within the existing and proposed Garage, one (1) carport, and a paved, uncovered parking area between the existing Structure and the proposed Structure. The proposed Structure has three (3) bedrooms proposed, so no extra parking spaces are required other than what has been proposed.

6. Internal vehicular and pedestrian circulation system.

Condition of Approval Recommended

Vehicle Circulation: King Road is predominantly a steep and narrow street, and likely the simplest form of access to the Site would be by vehicle. The Site circulation is vast, as there is private driveway leading from King Road to a circular driveway adjacent to the “Building Zone”, ideal for turning vehicles. The “Building Zone” and Building Area Zone terms are noted in Plat Note 3, and are similar to Building Envelope, per the

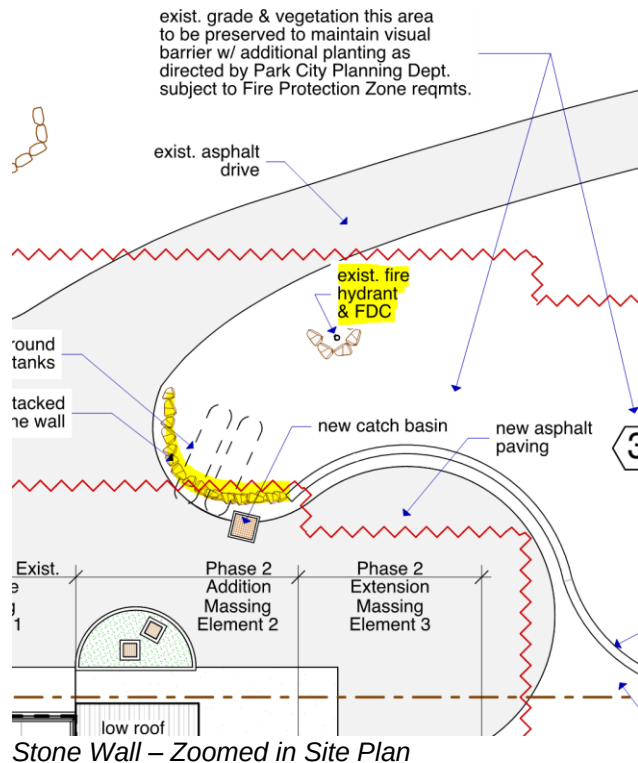
definition in [LMC 15-15-1](#). Plat Note 3 states this area includes “Improvements, including fences and formal landscaping (unless otherwise permitted under easements or agreements of record or as shown on this Plat or as consistent with construction drawings approved by the Park City Municipal Corporation (“City”) for the driveway and utilities (“Drawings”) shall be limited to the “Building Zone” noted on this Plat.” Vehicle circulation to the Site is via King Road which has sufficient capacity for the proposed “Main House”. The Applicant is requesting that the driveway be restricted to what is proposed in the plans (i.e. not allowed to change locations and further disrupt the Site, adjacent to the existing fire hydrant). See Condition of Approval 10.

Pedestrian Circulation: Although a portion of the road has been widened by the Applicant, it is likely not an ideal road for pedestrians as it is steep and does not have sidewalks. Once on the Site there are multiple ski runs and recreation trails within walking distance. Ski and pedestrian easements exist on this Property, per the Sweeney Properties Master Plan. See Plat Note 10. No changes to trails or easements are proposed with this Application.

7. Fencing, Screening, and landscaping to separate the Use from adjoining Uses.

Condition of Approval Recommended

No Fencing is proposed at this time. Landscaping is proposed to be native grasses to blend in with existing vegetation. See Exhibit B Sheet CU-101. The Applicant is requesting that the driveway be restricted to what is proposed in the plans (i.e. not allowed to change locations and further disrupt the Site, adjacent to the existing fire hydrant) and a low demarcation wall be required on the Site to not allow for further landscaping disturbance from development, expansion of driveway, and similar activities in the future. See fire hydrant and wall highlighted in yellow below in image from Exhibit B Sheet CU-101, titled Stone Wall – Zoomed in Site Plan. See Condition of Approval 10. The landscaping that exists is meant to maintain a visual barrier of this Site’s “Main House” and assist in mitigating its visual impact. Per Plat Note 2 Park City Municipal Corporation can determine if more vegetation is necessary.



The Applicant also currently practices landscaping techniques that are recognized industry-wide in order to have a “firewise” property, and is proposing to continue that practice, per Exhibit A. Staff finds that as this Site is on a highly vegetated hillside, allowing “firewise” landscaping, as shown on the plans, outside of the “Building Zone” is permissible to protect the Structures (“Main House” and Guest House) should a wildfire occur. Per Plat Note 2, the Structures must be shielded from the view of the Historic District, through the maintenance of existing vegetation. A Water-wise and “firewise” landscape plan will be required at the time of the Building Permit submittal, and shall only disturb within the area shown on the plans reviewed by the Planning Commission on April 22, 2020. See Exhibit B Sheet CU-101 Site Plan for this area shown with red outline. Plat Note 4 restricts temporary Construction disturbance, that must be revegetated with native vegetation, to 20’ outside of the Building Zone. This will need to occur at the Building Permit phase. This is not to be confused with the “firewise” landscaping area that staff has found to be appropriate (noted above) per the vegetation conditions and potential wildfire risk for this Site, but to put parameters around the allowable disturbance that may occur during Construction.

Additional landscaping may be required post-construction after review by the City Forestry Manager. A landscape plan will need to be reviewed prior to the issuance of a Building Permit. See Condition of Approval 4.

8. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots.
Potential impact mitigated through Conditional Use Permit Conditions of

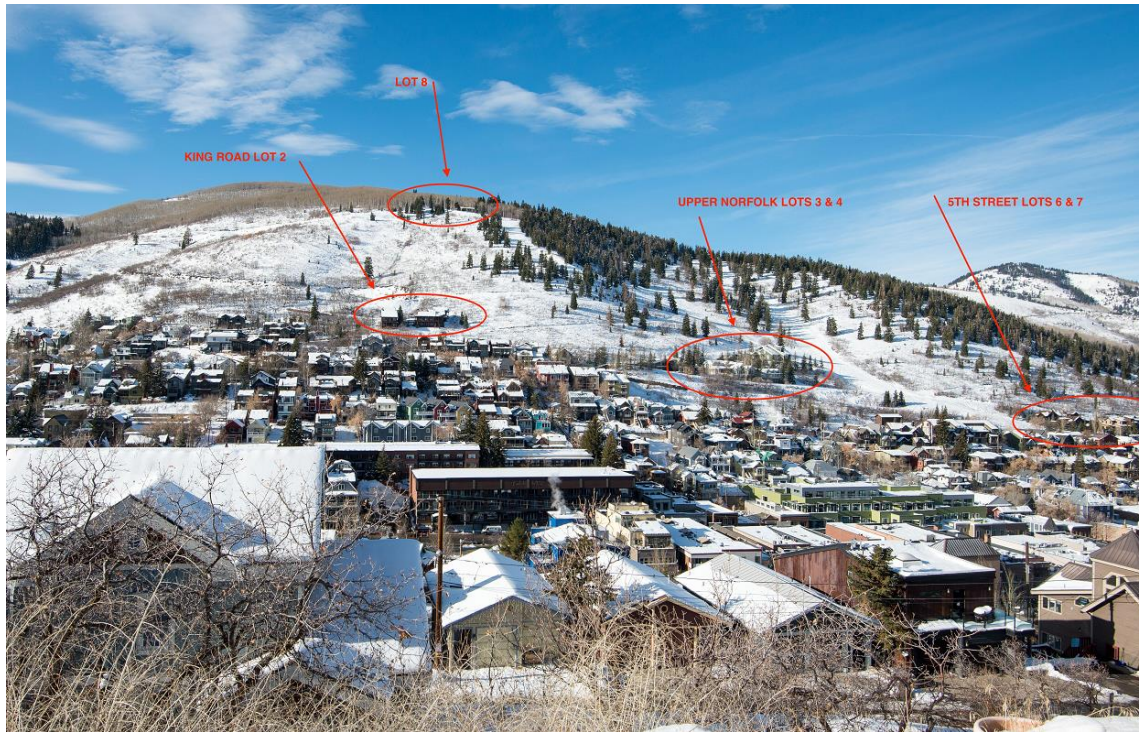
Approval and Existing Plat Requirements

The proposal is for a “Main House” Structure, with a large portion of the first floor below Existing Grade. As proposed, per the architect on the project, the total square footage for the “Main House” is 7,925. This is including the interior square footage of all three levels of the “Main House”. This calculation is just informational as, per the Plat, the restriction on the “Main House’s” size is measured by the Building Footprint. Per Plat Note 1, the “Main House” will have a maximum Footprint of 3,500 square feet. It states “The following shall not count toward the Footprint calculations:

- 1) Deck which is open on at least two sides, but which may have railings as required, covered or uncovered, and that does not have above-existing-natural-grade or living space located below or above it;
- 2) Exterior walkways;
- 3) Exterior stairs;
- 4) Driveway; and
- 5) That portion of any Garage, carport, mechanical space, or living space that is located below existing Natural Grade and which has landscaping or deck (as provided in 1(a)) located above it.
- 6) The Footprint for up to fifteen hundred (1,500) square feet for an additional attached or detached residence, further provided such residential space is used for only a caretaker’s house or guest house...”

The applicable Building Footprint for the “Main House” is 2,617 square feet, as measured, which is allowed per Plat Note 1. See Exhibit B Sheet CU-102 for Footprint Area Analysis. The applicable Footprint areas are marked with green dashed lines. This includes the proposed Phase 2 Addition (1,873 square feet), Phase 2 Extension (546 square feet), and Garage (198 square feet, non-exempt portion per Plat Note 1). Staff proposes that the possible “Future Phase 3 Addition” as shown on Exhibit B Sheet CU-101 Site Plan be reviewed and approved via an Administrative Conditional Use Permit, per Condition of Approval 3. At this time, the Applicant is requesting only the “Main House” (2,617 square feet of Footprint proposed), with a possible “Future Phase 3 Addition” that may utilize the remaining Footprint square footage (maximum of 883 square feet, per Plat Note 1 and the proposed plans in Exhibit B). As this is a small portion of the allowed “Main House” Footprint and at this time considered a *possible* addition, staff finds this can be done administratively at a future date. See Condition of Approval 3 regarding materials review for the “Main House”.

This “Main House” will be located behind a cluster of aspen trees. Per Plat Note 2, the Planning Department may require additional vegetation screening for the Structure(s). See image below from McHenry Street, titled Cross-canyon View of Site, showing the Site (labelled in red as “Lot 8”). This image shows the existing Structure (to be the Guest House) and the shielding that its location on the hillside and existing vegetation provide.



Cross-canyon View of Site

The image below titled Proposed Structure and Potential Vegetation Locations shows the proposed “Main House”, Guest House, and possible new vegetation (green triangles) that can be added to minimize the visual impact of the “Main House”.



Proposed Structure and Potential Vegetation Location

Per Plat Note 5, the maximum height of the “Main House” may be twenty-five feet (25') from existing grade for roof ridges/roof elements that are parallel from Existing Grade and thirty feet (30') for roof ridges/roof elements that are perpendicular from Existing Grade. Any roof ridges above twenty five feet (25') in height that are oriented

perpendicular to Existing Grade may make up to twenty percent (20%) of the roof plan. See Exhibit B Sheet CU-102 for height analysis showing that ten percent (10%) of the perpendicular roof heights exceed twenty five feet (25') in height (marked as red dashed areas on Sheet CU-102 - Building Height Analysis). Per Plat Note 6, the design of the "Main House" is broken up into multiple masses, which allows for variation in roof heights and wall faces, with the largest massing element (Phase 2 Addition) having a footprint of 1,873 square feet. The maximum footprint a massing element – disconnected or connected – may have, per Plat Note 6, is 2,000. The entire "Main House" Building Footprint shall not exceed 3,500 square feet, per the Plat.

9. Usable Open Space.

Condition of Approval Recommended

The proposed Use does not significantly change the Site's Open Space. The "Building Zone" for the Lot is 29,084 square feet on an 11.9 acre (518,364 square feet) Lot, per the Plat. The proposed Building Footprint, not including the exclusions of Plat Note 1, is 2,617 square feet. No disturbances are permitted outside of the "Building Zone" shown on the Plat, unless it is a driveway improvement or an approved utility. The proposed driveway expansion allows for access to the proposed Structure and vehicle circulation, and the adjacent walls prevent further expansion of said driveway area, per Condition of Approval 10.

10. Signs and lighting.

No unmitigated impacts

No signs are proposed. The lighting must conform to Building and Land Management Code standards at the time of Application(s). The Plat for this Site also requires that lighting on the Lot including the interior and exterior of all Structures be shielded from direct view from all viewpoints within the City Limits with the exception of Seasonal Lighting, per Plat Note 11. This will be reviewed at the time of Building Permit.

11. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing.

Condition of Approval Recommended

This Site is adjacent to the Historic District, and is required to abide by the Historic District Design Guidelines of [LMC 15-13](#) Design Guidelines For Historic Districts and Historic Sites, per the SPMP. This was reviewed by the Planning Department's Design Review Team and was found to substantially comply with [LMC 15-13-8](#). One aspect to note from this review was that although the "Main House" is predominantly sided with corrugated metal, per Exhibit B Sheet CU-104, this is appropriate in regard to the massing of this Structure. Typically in the Historic District, homes were of a small scale and had wood siding. As this Structure is permitted to be of a larger size, per Plat Note 1, it reads as more of a commercial Structure that would have been seen historically. These types of Structures may have had metal siding, and therefore this is in substantial compliance with the intention of the Historic District Design Guidelines. The Building Zone is also not typical to the street fronting homes seen in the Historic District, and as such the "Main House" materials won't have a negative impact on surrounding Structures.

Per the Design Review Team's comments, there are no immediate surrounding Structures near this property to evaluate the compatibility. However, historically this hillside and surrounding areas were identified by the low-density, large, scattered industrial-type buildings with no residential style structures in the vicinity. As the Use of this project is residential, and the massing and scale comply with the required plat note, allowing this residential structure to portray a more industrial style of architecture as opposed to the primarily wood-sided small houses in the Historic Residential districts complies with the intent of not replicating structures that never existed in Park City, as well as not creating an architectural language that would have never been seen historically in this area.

See Condition of Approval 3 regarding materials review for the "Main House", as this will allow staff to determine if proposed materials are compatible with surrounding Structures. The Site is shielded by vegetation and distance from other Sites, so the Structure's design will have minimal impact on surrounding Sites.

12. Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site.

No unmitigated impacts

No noise, vibration, odors, steam, or mechanical factors that might affect people and Property are anticipated. The vegetation and distance from other properties should shield these potential effects from other Sites.

13. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas.

No unmitigated impacts

Residential trash pickup is contracted by the Applicant with a private company and this is noted in Condition of Approval 8. Currently, the Applicant uses a dumpster on the Site, which is swapped out every eight (8) weeks. It is likely the new Dwelling will increase the frequency at which the dumpster is replaced, but staff finds that it likely won't have a significant impact on surrounding Sites. The dumpster is located within the "Building Zone" and is not visible from neighboring Sites. The loading and unloading of said dumpster occurs within the "Building Zone".

14. Expected ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities.

No unmitigated impacts

At this time, the Single-Family Dwelling will be the primary residence of the Applicant. Per the project description in Exhibit A, the Applicant has proposed a restriction be recorded against the Property which will limit driveway access to one point and restrict further expansion and relocation. See Condition of Approval 10. The Lot cannot be further subdivided, per Plat Note 12. Nightly Rentals are an allowed Use in the Estate Zoning District, should the current or future owner decide to utilize the Property in this way. Per [LMC 15-4-6](#), Guest Houses may not be sold or leased separate – including Nightly Rentals – from the "Main House". See Condition of Approval 12.

15. Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site.

No unmitigated impacts

Grading and slope retention must be approved prior to issuance of a Building Permit. This Site and the adjoining Sites are not within the Soil Ordinance boundary, but are within the Sensitive Lands Overlay (SLO). Staff finds that this proposal is in substantial compliance with [LMC 15-2.21](#), as the size of the “Building Zone” is six percent (6%) of the overall Property Area, with the rest remaining as Open Space. The location of the “Building Zone” was approved in the 2004 Plat Amendment and is in a location with minimal impact on the Slope and Ridge Line of the Site, overall hillside, and adjacent properties and neighborhoods. The height limitations on the Plat (Plat Note 5) were put into place, along with massing limitations (Plat Note 6) and vegetation screening (Plat Note 2), in order to preserve the view of the Ridge Line from surrounding Sites. There are no wetlands or streams on the Site.

As there is virtually no development allowed outside of the “Building Zone” (see item 9 regarding driveway and utilities), disturbance to wildlife habitat areas would be minimal. This Site includes – and/or is surrounded by – trails and ski runs that allow for human activity all year long, and can be used heavily depending on the season, so impact on wildlife would not be greatly varied by the addition of a main Dwelling. The Site is already utilized by the Property owner and accessible by members of the public. The “Building Zone” does not have environmentally sensitive lands.

16. Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding.

Condition of Approval Recommended

Goal 6 of the General Plan, Natural Setting, is to implement climate adaptation strategies to enhance the City’s resilience to the future impact of Climate Change. Wildfire probability is increased with a lack of moisture, and as Climate Change has affected the snow fall and amount of moisture in Park City, preparing for a possible fire is a key measure community members can take to limit Structure and properties from burning. The Applicant has incorporated “firewise” techniques on the Property to minimize the impact of a potential wildfire to the Structure and Site. Condition of Approval 4 will help to mitigate impacts of future landscaping.

Goal 9 of the General Plan, Parks & Recreation, is to continue to provide unparalleled parks and recreation opportunities for residents and visitors. Objective 9A includes maintaining local recreation opportunities. This Site’s development allows for continued public use of trails on the Property, with minimal impact from the built Structures and Use.

Review of Potential “Future Phase 3 Addition”

Although the current proposed design complies with the height, massing, and visibility requirements, the Building Permit for this Structure must also comply with the Land

Management Code in effect at the time of Application. Pertaining to item 11 above regarding a proposed Administrative Conditional Use review, and regarding Plat Note 12 that states that final house design will be reviewed under the Conditional Use process in accordance with the SPMP, staff finds that the proposal has a significant portion of the “Main House” shown, with a possible addition in the future (see Exhibit B Sheet CU-101 Site Plan showing red dashed “Future Phase 3 Addition”). The Applicant has proposed the “Main House”, as shown in Exhibit B, as being a total of 2,617 square feet (per Plat Note 1’s exemptions) with 883 square feet of Footprint remaining. As that addition is a fraction of the house size and the proposal outlines the greater design of the Structure, staff finds that possible “Future Phase 3 Addition” can be reviewed administratively. See Condition of Approval 3. This addition’s (to the “Main House”) Footprint may be up to 883 square feet, per Plat Note 1, as the plans are proposed. Staff has determined that the plans meet the requirements of the Plat, specifically Plat Note 12 that states the Final House Design shall be reviewed under the Conditional Use process.

CUP Expiration Date

Per [LMC 15-1-10\(G\)](#), Conditional Use Permits expire one (1) year from the date of Planning Commission approval, unless otherwise indicated. The Applicant is requesting that the CUP have an expiration date of five (5) years from approval, as it is possible the proposed “Main House” will not be built within the next few years or that the Applicant will sell the property. The Applicant is also proposing additional ways to restrict the property from further development. These restrictions are shown in Condition of Approval 10 (i.e. no changes to the driveway be permitted, and maintenance of a visual buffer between the “Main House” and adjacent properties). Staff finds that these restrictions are beneficial for minimizing the impacts of the proposed “Main House” on the natural environment of the Site and on adjacent properties and neighborhoods. Due to the nature and location of the Site being shielded from the Historic District and a large distance from adjacent properties – and that the “Main House” will need to abide by the SPMP and Plat, and the Land Management Code in effect at the time of Building Permit Application – staff recommends allowance of a five (5) year expiration of this Conditional Use Permit. This will vest development on the Site and limit further Development of built Structures. As this timeframe is already extending the typical one (1) year expiration period, per LMC 15-1-10(G), staff recommends a Conditions of Approval stating that extensions not be granted for this Permit. See Condition of Approval 2.

Department Review

The Applicant’s proposal has gone through an interdepartmental review. Comments received have been added into this report.

Notice

Notice was posted, and a courtesy notice was mailed to Property owners within 300’ of the Property, on January 29, 2020. Notice was published in the *Park Record*, City website, and the Utah Public Notice website on January 29, 2020.

Public Input

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

Alternatives

1. The Planning Commission may approve the Conditional Use Permit for the 445 King Road Conditional Use Permit, as conditioned; or
2. The Planning Commission may continue the discussion on the Conditional Use Permit for the 445 King Road and direct staff to conduct further research and analysis; or
3. The Planning Commission may deny the Conditional Use Permit for the 445 King Road and direct staff to make findings for this decision.

Recommendation

Staff recommends that the Planning Commission review the proposed Conditional Use Permit for 445 King Road in the Estate District, conduct a public hearing, and consider approving the Conditional Use Permit for 445 King Road according to the Findings of Facts, Conclusions of Law, and Conditions of Approval as outlined below:

Findings of Fact

1. The Property is located at 445 King Road, Summit County Parcel Number THILL-3-8-1AM, and is within the Estate (E) Zoning District.
2. The Property is located on Lot 8 of the Treasure Hill Subdivision, Phase 3.
3. Per Plat Note 12, final house design shall be reviewed under the Conditional Use Permit process. Plat Note 1 lists this as the “Main House.” This “Main House” is considered a Single Family Dwelling per the definition in [LMC 15-15-1](#). The new Single Family Dwelling site is labelled as the “Main House” according to the Treasure Hill Subdivision Phase 3 First Amended Plat and will be referenced as such herein.
4. The proposed “Main House”, a 7,925 square foot residence, is located on a 11.9 acre parcel.
5. The City approved the Sweeney Master Planned Development on October 16, 1986. The Sweeney Master Plan Approval identifies miscellaneous Properties including, “...a third lot to be situated up on top of Treasure Mountain (possible future access predicated on United Park City Mines Company’s plans for development off of King Road). Development would be restricted to single-family homes with no greater than 3,500 square foot Footprints and maximum Building heights of 25 feet.” Final house designs are required to be reviewed as Conditional Use Permits in accordance with the Sweeney Properties Master Plan.
6. On July 31, 2013, the City Council approved a Subdivision Plat to create one (1) Lot of record for this 11.9 acre Site. On this same date, Council approved a Zone Change for this Site to be changed from Recreation Open Space (ROS) to the Estate (E) Zoning District.
7. The CUP Application was deemed complete on December 11, 2019.
8. The Application meets the requirements of [LMC 15-1-10\(E\)](#), regarding the Conditional Use Review Process.
9. Per LMC 15-1-10(E)(1), there are no unmitigated impacts of the Site size and

- location as the Site's size and location are not changing.
10. Per LMC 15-1-10(E)(2), there are no unmitigated impacts regarding the traffic considerations including capacity of the existing Streets in the Area. In the fall of 2019, the Applicant upgraded a portion of King Road to 16' wide asphalt paving, with 2' on either side of compacted gravel to allow for Fire Department Access. This allows for sufficient emergency vehicle access on King Road. This Conditional Use Permit will not alter the required emergency vehicle access.
 11. Per LMC 15-1-10(E)(3), there are potential impacts to the utility capacity, including storm water run-off. 445 King Road is currently used as a private residence and the addition of the "Main House" will not significantly change overall utility capacity and storm water run-off. See Condition of Approval 7 for drinking water booster pump requirements if updates to this system are proposed.
 12. Per LMC 15-1-10(E)(4), there are no unmitigated impacts to emergency vehicle Access.
 13. Per LMC 15-1-10(E)(5), there are no unmitigated impacts to the location and amount of Off-Street parking. Pursuant to [LMC 15-3-6\(A\)](#), three (3) parking spaces are required for this Site – two (2) for the Single-Family Dwelling and one (1) for the Guest House. This proposal meets these requirements. There is an enclosed Garage with two (2) side-by-side parking spaces and at least two (2) tandem parking spaces; and a carport with one (1) parking space.
 14. Per LMC 15-1-10(E)(6), there are impacts to the internal vehicular and pedestrian circulation system. There is ample vehicular circulation on the Site, with a private driveway that leads from King Road to the "Building Zone". There is also a circular parking area that can be used as a turning point for vehicles. As this area is expanding, but staff finds it acceptable per the proposed "Main House" location, Condition of Approval 10 will mitigate further expansion of driveway area. The Property includes trail easements for public access, per the Plat.
 15. Per LMC 15-1-10(E)(7), there are no unmitigated impacts to the Fencing, but Screening and Landscaping to separate the Use from the adjoining Uses are proposed to be affected. No Fencing is proposed at this time. Landscaping is proposed to be native grasses to blend in with existing vegetation. The Applicant is requesting that the driveway be restricted to what is proposed in the plans (i.e. not allowed to change locations and further disrupt the Site, adjacent to the existing fire hydrant) and a low demarcation wall be required on the Site to not allow for further landscaping disturbance from development, expansion of driveway, and similar activities in the future. See Conditions of Approval 4 and 10.
 16. Per LMC 15-1-10(E)(8), Conditions of Approval are proposed regarding impacts of the Building mass, bulk, and orientation, and the location of Buildings of the Site. The Building mass, bulk, orientation, and location are in accordance with the requirements of the Plat. The Plat (Notes 1, 2, 3, 5, and 6) already has restrictions regarding Footprint, visibility, Building Area (Zone), height, and massing to mitigate impacts the Building's design would have on the Site and adjacent Structures. As conditioned, the proposal is in alignment with restrictions on the Plat. See Condition of Approval 3 for review of the future design of the "Main House".
 17. The Building Footprint for the "Main House" can be up to 3,500 square feet with a Guest House of an additional 1,500 square feet, per Plat Note 1. The Building

Footprint included in this calculation is 2,617 square feet, as measured. This includes the proposed Phase 2 Addition (1,873 square feet), Phase 2 Extension (546 square feet), and Garage (198 square feet, non-exempt portion per Plat Note 1). A future extension of this Building's Footprint may be up to 883 square feet, per Plat Note 1.

18. The Plat states in Note 5 that "The 'Main House' height...shall be twenty-five (25') feet for roofs and roof elements that generally are parallel to existing Natural Grade and thirty (30') feet for roof ridges that are generally oriented (in the horizontal plane) perpendicular to existing contour lines... Such perpendicularly oriented roof portions located above twenty five (25) feet shall comprise less than 20 percent of the roof plan." The Applicant has shown this requirement being met in Exhibit B Sheet CU-102, including an analysis of the percentage of perpendicularly oriented roof portions that are above 25 feet in height. It is noted as 10% of the roof plan on that sheet. The Structure's physical design is compatible with surrounding Structures.
19. Per LMC 15-1-10(E)(9), there are no unmitigated impacts to the usable Open Space. The Application is for a private Parcel, although there are easements on the Site for public access, per Plat Note 10. Approximately 74% of the 0.11-acre parcel is landscape. The development of the "Main House" will not significantly impact the Open Space or easements on the Site.
20. Per LMC 15-1-10(E)(10), there are no unmitigated impacts regarding Signs and lighting. No signs or additional lighting are proposed to be installed.
21. Per LMC 15-1-10(E)(11), staff has proposed Conditions regarding the physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing. See Condition of Approval 3 regarding the materials and final detail design of the Structure. This Site is adjacent to the Historic District, and is required to abide by the Historic District Design Guidelines of [LMC 15-13](#) Design Guidelines For Historic Districts and Historic Sites, per the SPMP. This was reviewed by the Planning Department's Design Review Team and was found to substantially comply with [LMC 15-13-8](#).
22. Per LMC 15-1-10(E)(12), there are no unmitigated impacts regarding noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site. No noise, vibration, odors, steam, or mechanical factors that might affect people and Property are anticipated.
23. Per LMC 15-1-10(E)(13), there are no unmitigated impacts regarding control of deliver and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup areas. No deliveries are anticipated. Residential trash pickup for the Property will be similar to the frequency it is currently at, which is about every 8 weeks. Frequency of pick-up may increase slightly with the new Structure, but staff anticipates not greatly.
24. Per LMC 15-1-10(E)(14), there are no unmitigated impact regarding the ownership and management of the Property. At this time, the Single-Family Dwelling will be the primary residence of the Applicant. The Property cannot be further subdivided per Plat Note 12. Per [LMC 15-4-6](#), Guest Houses may not be sold or leased separate – including Nightly Rentals – from the "Main House".
25. Per LMC 15-1-10(E)(15), there are no unmitigated impacts regarding Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and

Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site. 445 King Road is located outside of the Park City Soils Ordinance Zone, but is within the Sensitive Land Overlay Zone.

26. Per LMC 15-1-10(E)(16), staff recommends that Condition of Approval 3 be added that allows for staff to review the “Future Phase 3 Addition” (as shown in Exhibit B Sheet CU-101 Site plan that depicts a red dashed Footprint of this addition) as an Administrative Conditional Use Permit. Per the Plat for this Site – Plat Note 12 – the final house design shall be reviewed under the Conditional Use process. Staff has determined that the plans submitted by February 27, 2020 (Exhibit B) are in compliance with this requirement and the future final details (phase 3 addition, window and door placement, proposed materials, and similar details) shall be reviewed through an Administrative Conditional Use Permit prior to Building Permit approval.
27. Due to the nature and location of the Site being shielded from the Historic District and a large distance from adjacent properties, staff recommends an allowance of five (5) years for expiration of this Conditional Use Permit. This will vest restrictions on the Site to limit further Development than what is allowed per the Plat and this CUP, as shown in this report. Staff recommends this be the maximum timeframe for this Permit and no further Extensions be granted. See Condition of Approval 2.
28. The Application was reviewed by the Planning Commission on February 12, 2020 meeting and continued to the March 25, 2020 meeting date, which was cancelled. Cancelled meeting items were noticed as being rescheduled to the April 22, 2020 meeting.

Conditions of Law

1. The proposed Application as conditioned complies with the requirements of the Land Management Code.
2. The proposed Structure is compatible with surrounding Structures in Use, scale, mass, and circulation.
3. The proposed Conditional Use Permit is consistent with the Park City General Plan.
4. The Conditional Use Permit is consistent with the Sweeney Master Planned Development.
5. The effects in difference in use or scale of the Conditional Use Permit have been mitigated through careful planning and Conditions of Approval.

Conditions of Approval

1. All standard project conditions shall apply.
2. This Conditional Use Permit shall expire on April 22, 2025, if the Applicant or any future Site owner has not been issued a Building Permit by that date. As this timeframe is already extending the typical one (1) year expiration period, per LMC 15-1-10(G), further extensions may not be granted for this Permit.
3. Prior to applying for a Building Permit:
 - a. Regarding the “Main House” as it is shown in Exhibit B, material samples and final design details must be approved by staff prior to issuance of any Building Permits. Construction shall be in substantial compliance with plans reviewed by the Planning Commission on April 22, 2020.

- b. Regarding the “Future Phase 3 Addition” that is shown in Exhibit B, the Applicant shall apply for and receive approval from the Planning Department of an Administrative Conditional Use Permit for final design of the “Main House”. Material samples and final design details must be approved by staff prior to any Building Permit issuance. Construction shall be in substantial compliance with plans reviewed by the Planning Commission on April 22, 2020, regarding Footprint and location. Height shall be in compliance with Plat Note 5.
4. A water efficient (Water-wise) landscape and irrigation plan shall be submitted at the Building Permit phase for staff’s review. This shall include information regarding defensible space on the Site. This plan shall abide by the Land Management Code at the time of submittal and will be reviewed by the Fire Marshal and Forestry Manager.
5. Exterior lights shall conform to the Land Management Code at the time of Building Permit submittal.
6. All Conditions of the First Amended Treasure Hill Subdivision Plat Phase 3 continue to apply.
7. Any update to the drinking water booster pump system and/or increase in demand will require Park City Public Utilities to be included in the review and approval process with the Utah Division of Drinking Water. Proof of this approval will need to be submitted at the Building Permit phase.
8. Grading and slope retention must be approved by the City prior to issuance of a Building Permit.
9. Trash pick-up will be by private contractor.
10. The proposed driveway Footprint shall not be expanded or changed. The stone-clad demarcation wall to the east of the new Structure (“Main House”) will remain onsite to limit Site disturbance and any further driveway expansion into the naturally vegetated areas.
11. Final design of the “Main House” shall abide by the Plat, the Sweeney Property Master Plan, and the Land Management Code at the time of submittal.
12. Per [LMC 15-4-6](#), Prior to Building Permit issuance, a deed restriction “Notice to Purchaser” stating that the Guest House may not be sold or leased separate from the “Main House”, shall be recorded at the County Recorders Office. Applicant will include a copy of the recorded document in the Building Permit file.

Exhibits

Exhibit A – Applicant’s Statement and Project Description Documents

Exhibit B – Plans

Exhibit C – Treasure Hill Subdivision Phase 3 First Amended Plat

Exhibit D – Memorandum from Park City Public Utilities, dated December 20, 2019

Exhibit E – Ordinance 03-36

Exhibit F – Ordinance 03-37

November 7, 2019

Bruce Erickson
Planning Director
Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

Dear Bruce,

Phase 2 of the residence construction on Treasure Hill Subdivision, Phase 3, Amended Plat (Plat) consists of 1976 SF of footprint as calculated according to Plat notes. The structure is three stories with an entrance and garage on the first level, bedrooms and a sitting area on the second level, and a bedroom, kitchen, dining/living area on the third level. It is compliant with all the Plat parameters. The design is meant to reflect historic mine architecture with dull grey corrugated metal siding and seamed roof. The siding and roof is tin clad stainless steel commonly referred to in Europe as terne. The trim of the windows is dark brown with a green tint. All lighting, exterior and interior, will be shielded from view from offsite.

We propose that a restriction be recorded against the property, with the Park City Municipal Corporation named as the beneficiary, which limits driveway access to one point, north of the existing fire hydrant, employs a 10' demarcation stone clad wall (as viewed from the interior of the site and much shorter as viewed from the Old Town side), provides for preservation (after disturbance necessary for construction of the wall) of the peninsula of vegetation between Phase 2 (and the future Phase 3) and the City—augmented with plantings as directed by the Park City Planning Department subject to the Fire Protection Zone Requirements.

The intent is to decrease the visibility of Phase 2 (and future Phase 3) as seen from the Historic District and elsewhere and to specifically prevent an intermediate driveway access to Phase 2 or Phase 3 with the result of exposing multiple levels of structure to view from offsite.

Regards,


Pat Sweeney

RECEIVED

NOV 15 2019

PARK CITY
PLANNING DEPT.

Project Description

- How will the proposed use “fit-in” with surrounding uses? Proposed improvements have been designed to minimize the impact on the landscape of Treasure Hill as intended by the approved Sweeney Properties Master Plan (“SPMP”), Ordinance No. 09-18 and May 28, 2009 CUP (“CUP”). See below SPMP History. Also below is the Treasure Hill Subdivision, Phase 3 First Amended Plat (“Plat”) showing, Lot 8 (“Property”).
- What type of service will it provide to Park City? Open space: 11.2 acres of 11.9 acres – 94%, public trails, low visibility of buildings and improvements, ski easements in favor of the Park City Mountain.
- Is the proposed use consistent with the current zoning district and with the General Plan? Yes – consistent with the approved Plat.
- Is the proposed use similar or compatible with other uses in the same area? Yes – there is one other single family residence in the general vicinity.
- Will the proposed use emit noise, glare dust, pollutants, or odor? No, other than that of a typical single family residence occupation and maintenance.
- What will be the hour of operation and how many people will be employed? Not Applicable – single family residence.
- Are other special issues that need to be mitigated? Visibility from Old Town will be mitigated by a recorded one point driveway access restriction, wall feature, dedicated open space, and plantings. Of note, there is a sophisticated fire protection system with overhead grounds sprinklers that help protect the buildings and nearby vegetation. All lights (interior/exterior) will be shielded to prevent light pollution offsite. Building materials have been chosen to minimize glare, especially from exterior walls, windows, and roof.

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NOV 15 2019

PARK CITY
PLANNING DEPT.

Revision Stats - Sweeney Residence Phase 2 Addition CUP Submittal

Item	1/9/20 vrs.	2/27/20 vrs.	difference
Footprint	2518	2617	99
Roof % Above 25'	12%	10%	-2%
Overall Floor Area	7584	7925	341

2/27/20 Revision General Description:

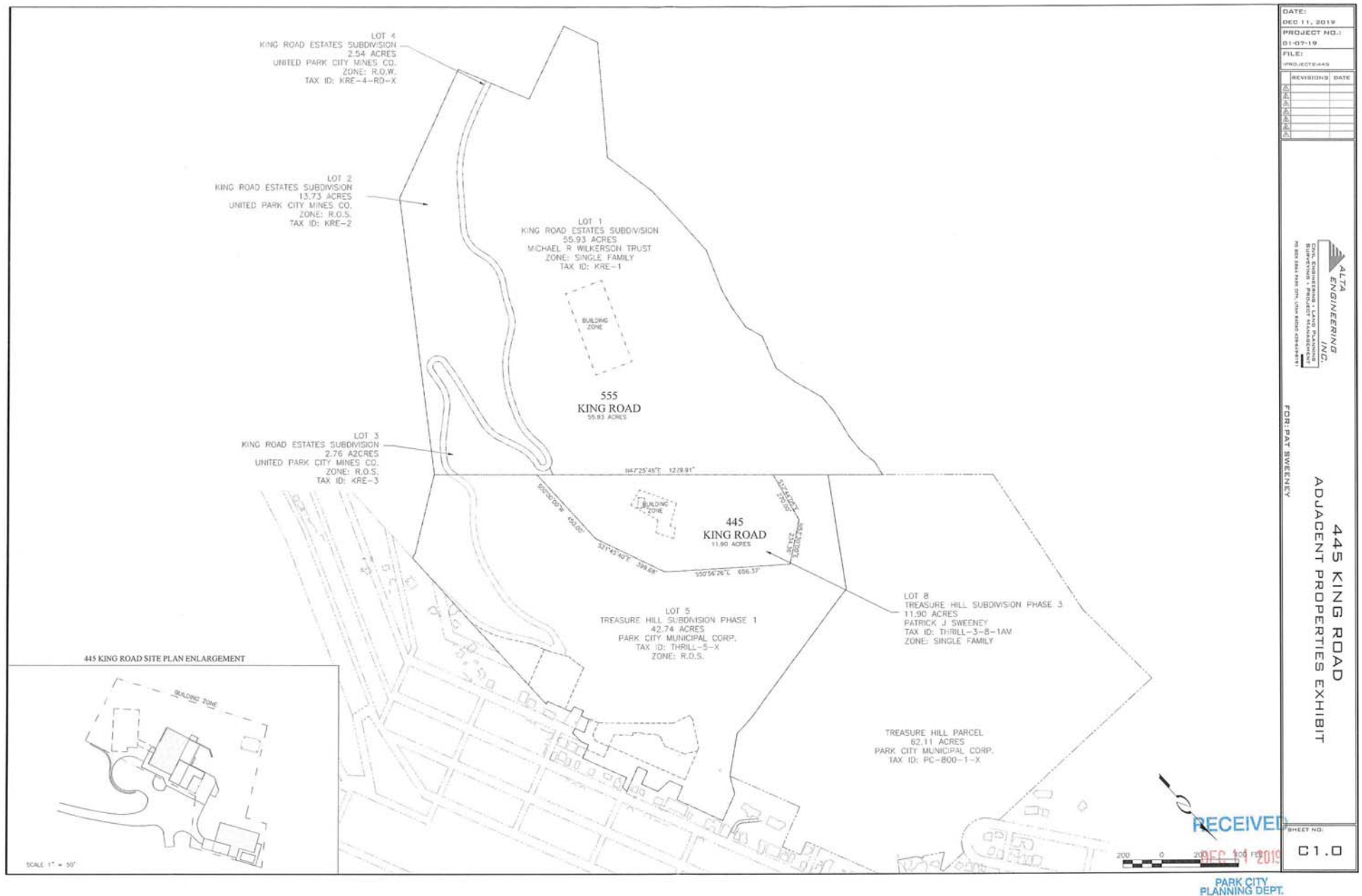
1) The primary change is the inclusion of a "stepped back" portion of the east facade central massing element (#2) which is intended to further articulate distinct, separate massing elements per Plat Note #6

2) Some of the roof details have been further refined for appearance and structural issues. The main upper roof has been raised approx. 12 inches

2) The addition has been set back 5 feet further into the hillside which reduces visibility of the structure when viewed from Historic Old Town in compliance with Plat Note #2

3) Locating the addition further back into the hillside has the additional benefit of reducing the percentage of roof more than 25 feet above E.N.G.

EXHIBIT B



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SHEET INDEX

CONDITIONAL USE

- CU-101 SITE PLAN; PARKING & SNOW STORAGE PLAN
- CU-102 HEIGHT & FOOTPRINT ANALYSIS
- CU-103 FLOOR PLANS
- CU-104 EXTERIOR ELEVATIONS
- CU-105 EXTERIOR 3D VIEWS

PROJECT: 19-05
DATE: 11/7/19
REVISIONS:
2-2-20,
2-27-20

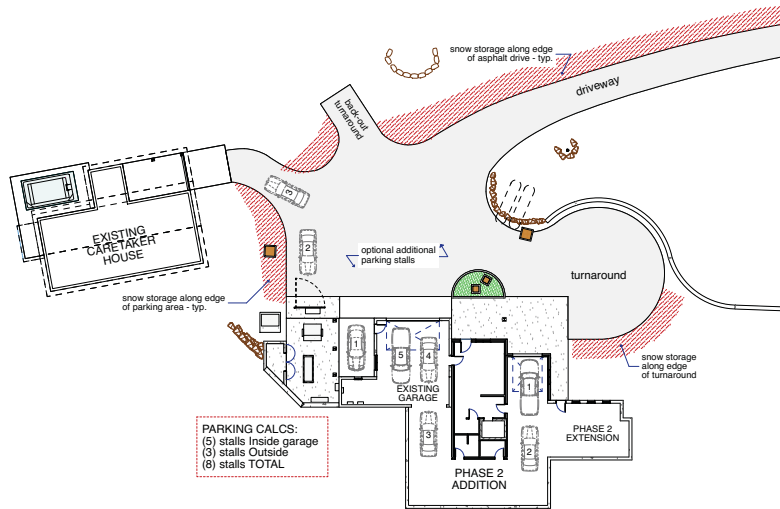


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P.C.

CONDITIONAL USE REVIEW SET - 11-7-19, REV 2-27-20
SWEENEY RESIDENCE - PHASE 2
445 KING ROAD, PARK CITY, UTAH

CU-101



PARKING CALCS:
(5) stalls Inside garage
(3) stalls Outside
(8) stalls TOTAL

B1 SITE PARKING & SNOW STORAGE PLAN

SCALE: 1" = 20'

PLAT NOTE NARRATIVE - COMPLIANCE WITH PLAT NOTES RELEVANT TO THE ARCHITECTURAL DESIGN

Plat Note #1 Footprint:
Allows for maximum 3,500 SF total footprint. Actual proposed area is 2,617 SF for Phase 2 - *complies*.

3,500 SF total allowable footprint per Plat note #1, thus 883 SF remaining allowable footprint for future Phase 3 Addition.

Plat Note #2 Visibility:
Requires that Main House & Caretaker/Guest House shall be located and screened so that the structures are substantially out of sight from the Historic District. Due to the following existing conditions and proposed improvements and measures, Phase 2 complies and further mitigates visibility:
• Considerable distance to the building site.
• The steep topography combined with placement of the improvements into the hillside away from the Historic District.
• Intervening existing and (to be) transplanted evergreen trees.
• Intervening existing (previously constructed) berms.
• Preservation of the finger of land between Phase 2/Phase 3 and the Historic District with a proposed wall to permanently set off this area and further decrease visibility.
• Limit driveway access to one point.

Plat Note #3 Building Area Zone:
All applicable construction and improvements shall be limited to the Building Zone indicated on the Plat and the attached Site Plan - *complies*

Plat Note #6 Massing:
Requires that no one massing element (within 3,500 SF total footprint) shall exceed 2,000 SF. Largest actual massing element proposed is 1,873 SF - *complies*.

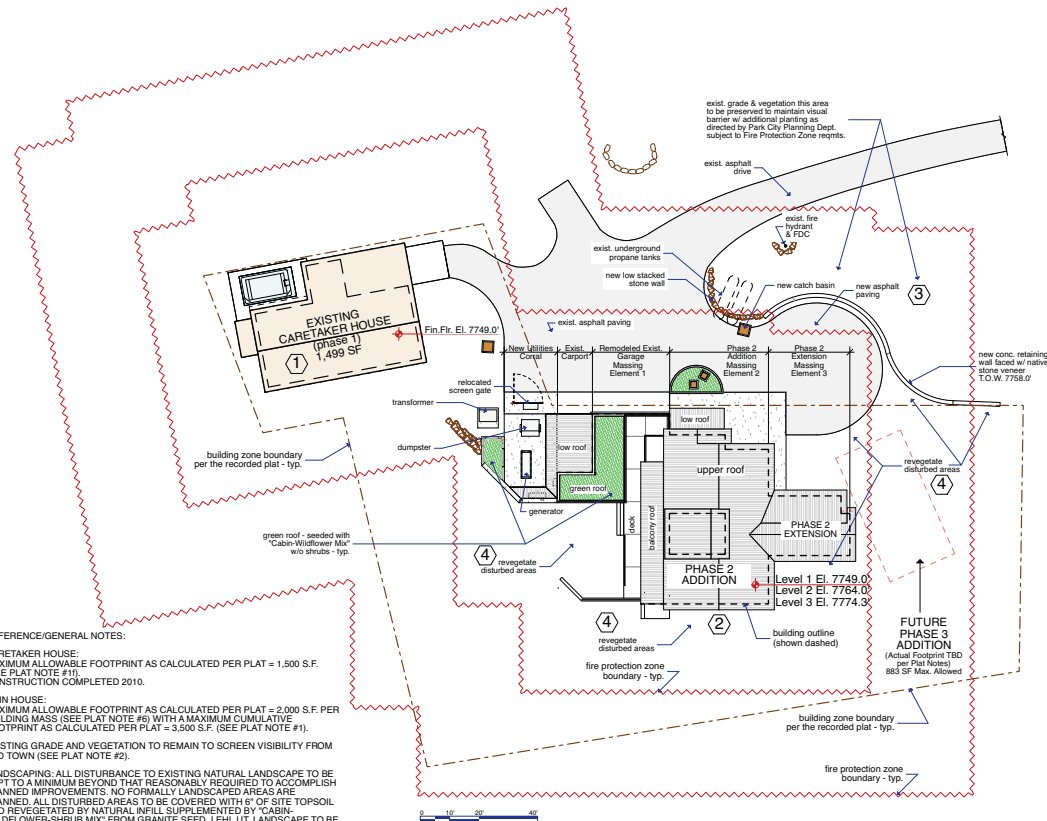
Granite Seed - Lehi		Cabin-Wildflower-Shrub Mix	
1987 W 270274		1,46338	
Lehi UT 84043		201834	
Area	Quantity	Area	Quantity
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2.0000	2.0000	2.0000	2.0000
3.0000	3.0000	3.0000	3.0000
4.0000	4.0000	4.0000	4.0000
5.0000	5.0000	5.0000	5.0000
6.0000	6.0000	6.0000	6.0000
7.0000	7.0000	7.0000	7.0000
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9.0000	9.0000	9.0000	9.0000
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50.0000	50.0000	50.0000	50.0000

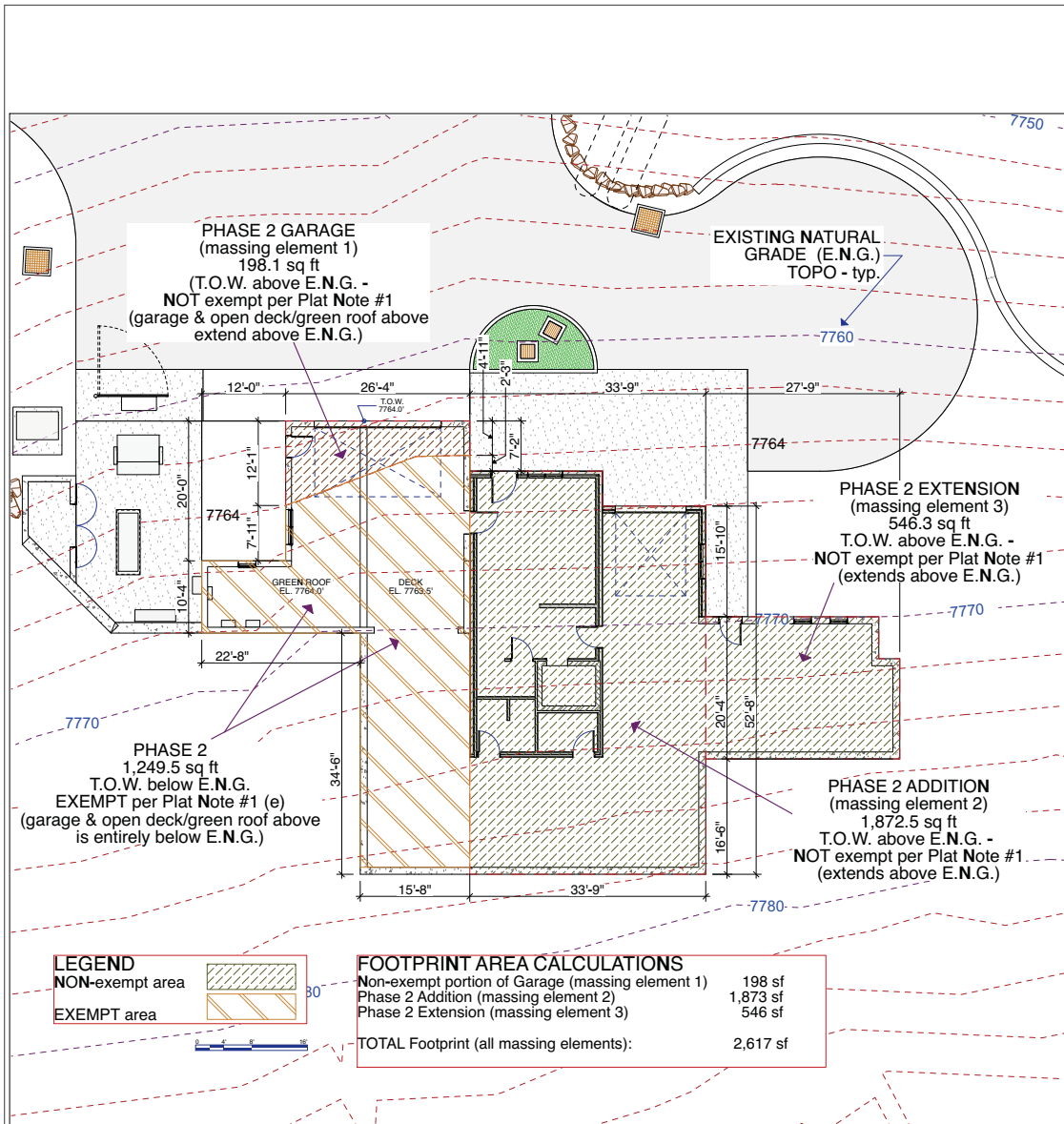
REFERENCE/GENERAL NOTES:

- CARETAKER HOUSE:
MAXIMUM ALLOWABLE FOOTPRINT AS CALCULATED PER PLAT = 1,500 S.F.
(SEE PLAT NOTE #1).
CONSTRUCTION COMPLETED 2010.
- MAIN HOUSE:
MAXIMUM ALLOWABLE FOOTPRINT AS CALCULATED PER PLAT = 2,000 S.F. PER BUILDING MASS (SEE PLAT NOTE #6) WITH A MAXIMUM CUMULATIVE FOOTPRINT AS CALCULATED PER PLAT = 3,500 S.F. (SEE PLAT NOTE #1).
- EXISTING GRADE AND VEGETATION TO REMAIN TO SCREEN VISIBILITY FROM OLD TOWN (SEE PLAT NOTE #2).
- LANDSCAPING: ALL DISTURBANCE TO EXISTING NATURAL LANDSCAPE TO BE KEPT TO A MINIMUM BEYOND THAT REASONABLY REQUIRED TO ACCOMPLISH PLANNED IMPROVEMENTS. NO FORMALLY LANDSCAPED AREAS ARE PLANNED. ALL DISTURBED AREAS TO BE COVERED WITH 6" OF SITE TOPSOIL AND REVEGETATED BY NATURAL INFILL SUPPLEMENTED BY "CABIN-WILDFLOWER-SHRUB MIX" FROM GRANITE SEED, LEHI, UT. LANDSCAPE TO BE IRRIGATED NATURALLY, I.E. NOT IRRIGATED BY A MECHANICAL MEANS, AND SUBJECT TO MAINTENANCE AS REQUIRED BY THE FIRE PROTECTION ZONE.
- EXTERIOR LIGHTING: ALL EXTERIOR LIGHTING VISIBLE FROM ANY OFFSITE VANTAGE POINT SHALL INCLUDE SHIELDING IN COMPLIANCE WITH PARK CITY MUNICIPAL CODE. ALL SUCH LAMPING SHALL BE 9000°K OR LESS.

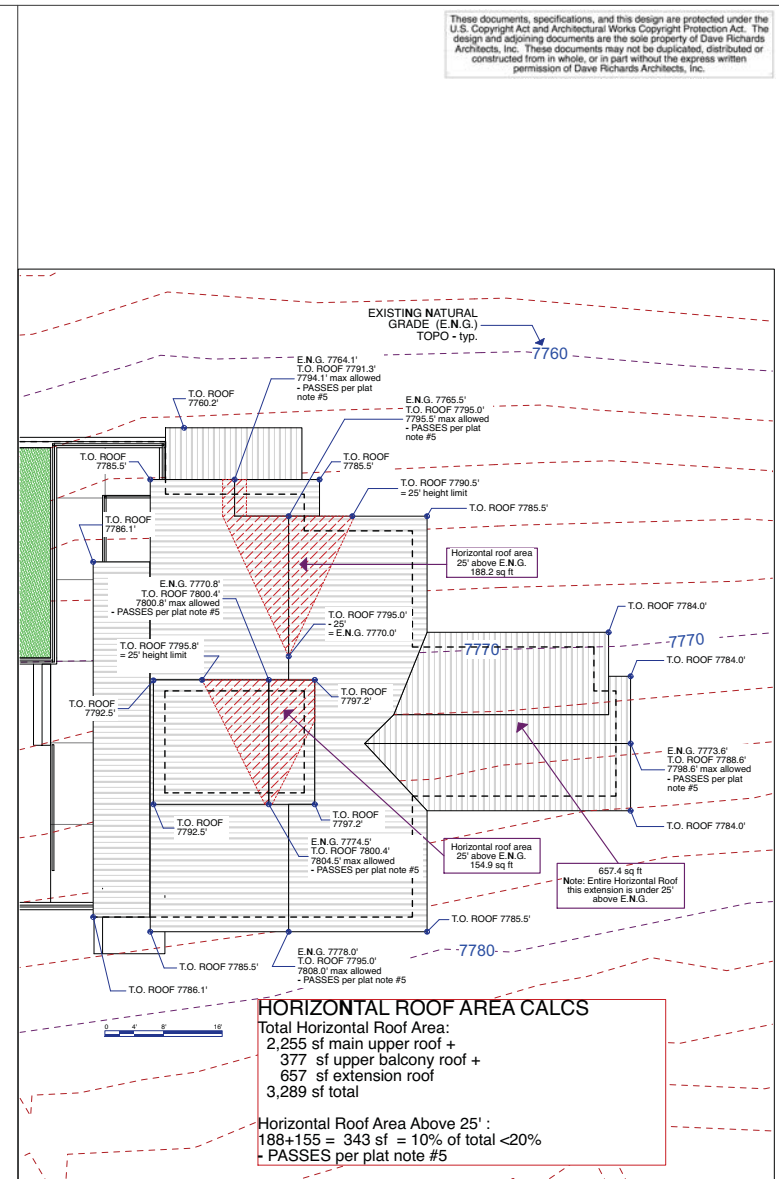
D3 SITE PLAN

SCALE: 1" = 20'





D1 FOOTPRINT AREA ANALYSIS.



D4 BUILDING HEIGHT ANALYSIS

PROJECT: 10-06
DATE: 11/7/19
REVISIONS:
2-060,
2-070



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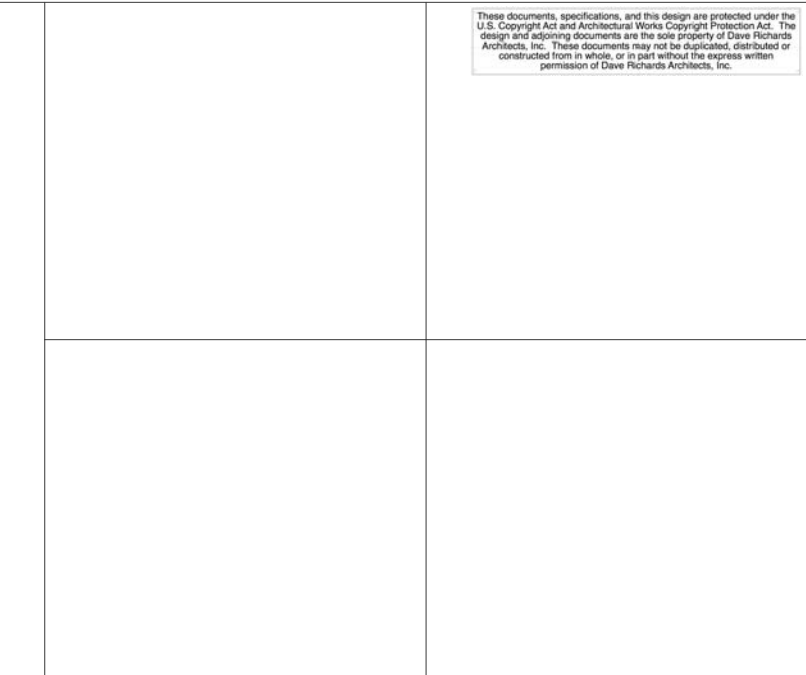
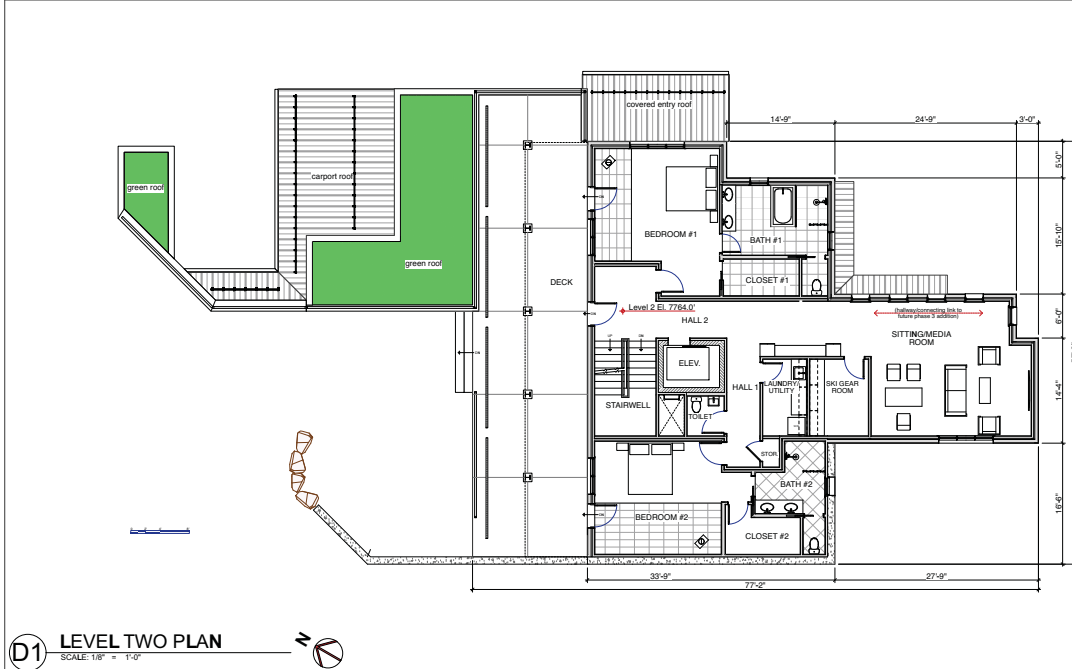
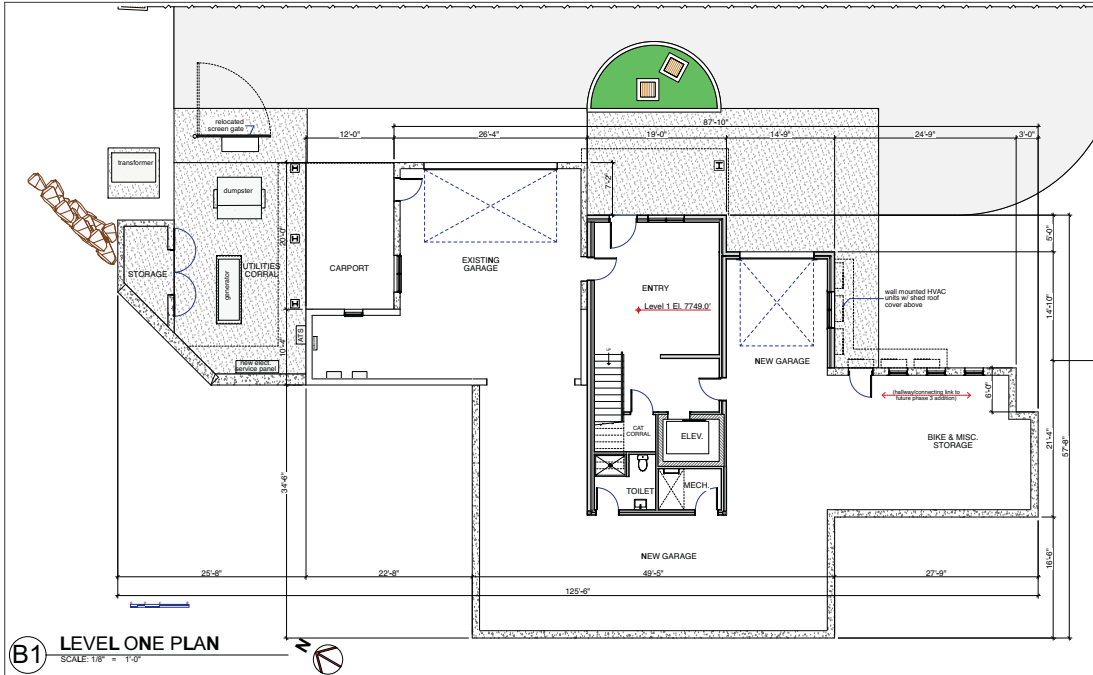
DAVE RICHARDS
ARCHITECTS
P.C.

CONDITIONAL USE REVIEW SET - 11-7-19, REV 2-27-20

SWEENEY RESIDENCE - PHASE 2

445 KING ROAD, PARK CITY, UTAH

CU-102



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PROJECT: 10-06
DATE: 11-7-19
REVISIONS:
1. 11-7-19
2. 11-7-19
3. 11-7-19



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SWEENEY RESIDENCE - PHASE 2
445 KING ROAD, PARK CITY, UTAH

CU-103

CONDITIONAL USE REVIEW SET - 11-7-19, REV 2-27-20

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REVISIONS:
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2-27-20



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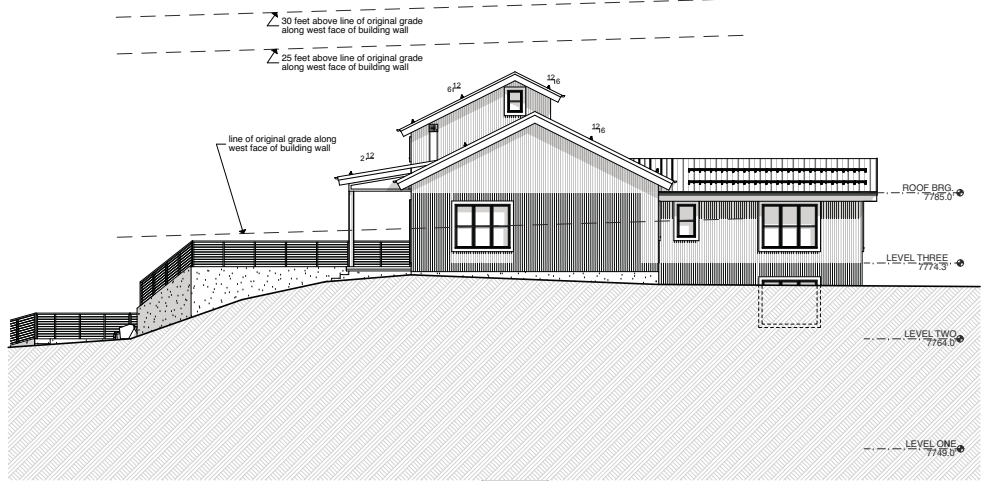
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CONDITIONAL USE REVIEW SET - 11-7-19, REV 2-27-20
SWEENEY RESIDENCE - PHASE 2
445 KING ROAD, PARK CITY, UTAH

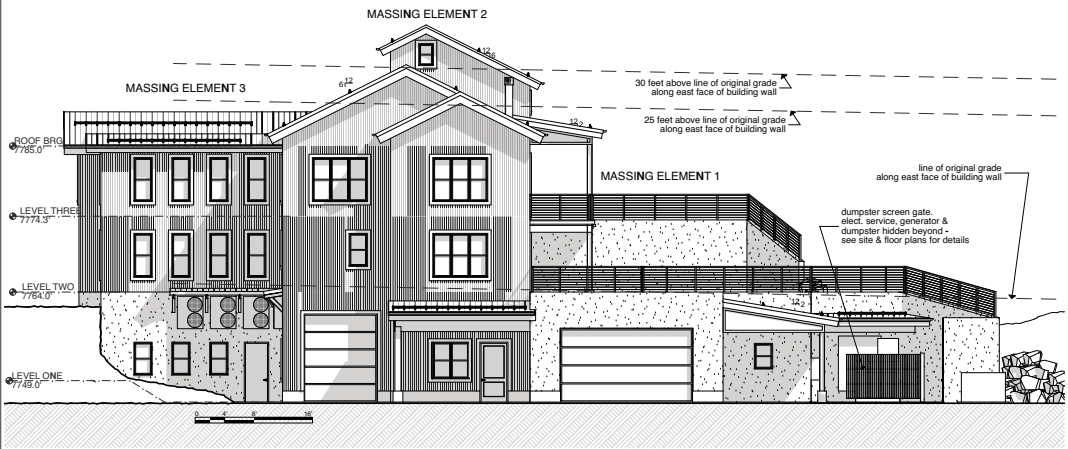
CU-104



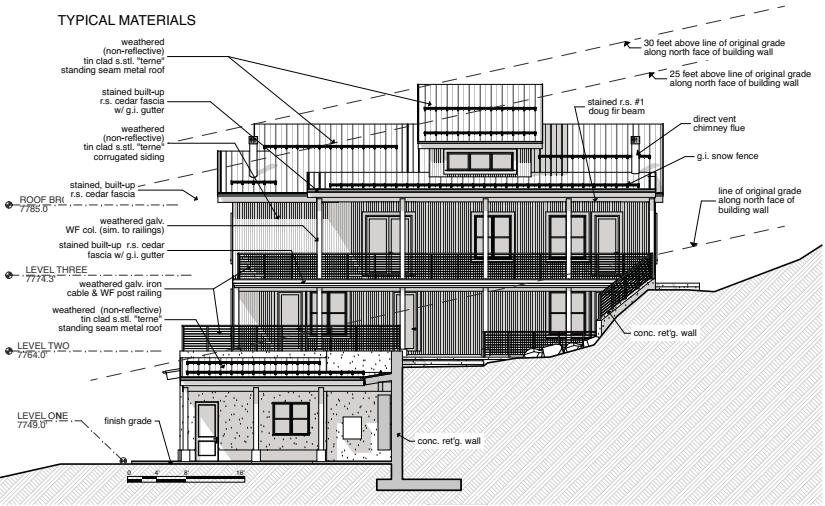
B1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



B3 WEST ELEVATION
SCALE: 1/8" = 1'-0"



D1 EAST ELEVATION
SCALE: 1/8" = 1'-0"



D3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



B1 AERIAL VIEW FROM SOUTHEAST (MASSING)
NOT TO SCALE

EXTERIOR MASSING STUDIES

APPROXIMATE BUILDABLE ENVELOPE
FOR FUTURE PHASE 3 ADDITION.
DEVELOPMENT SUBJECT TO THE
RESTRICTIONS ON THE PLAT



D1 AERIAL VIEW FROM EAST (W/ PHASE 3 ADDITION)
NOT TO SCALE

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PROJECT: 19-06
DATE: 11-7-19
REVISIONS:
2-2-20,
2-27-20



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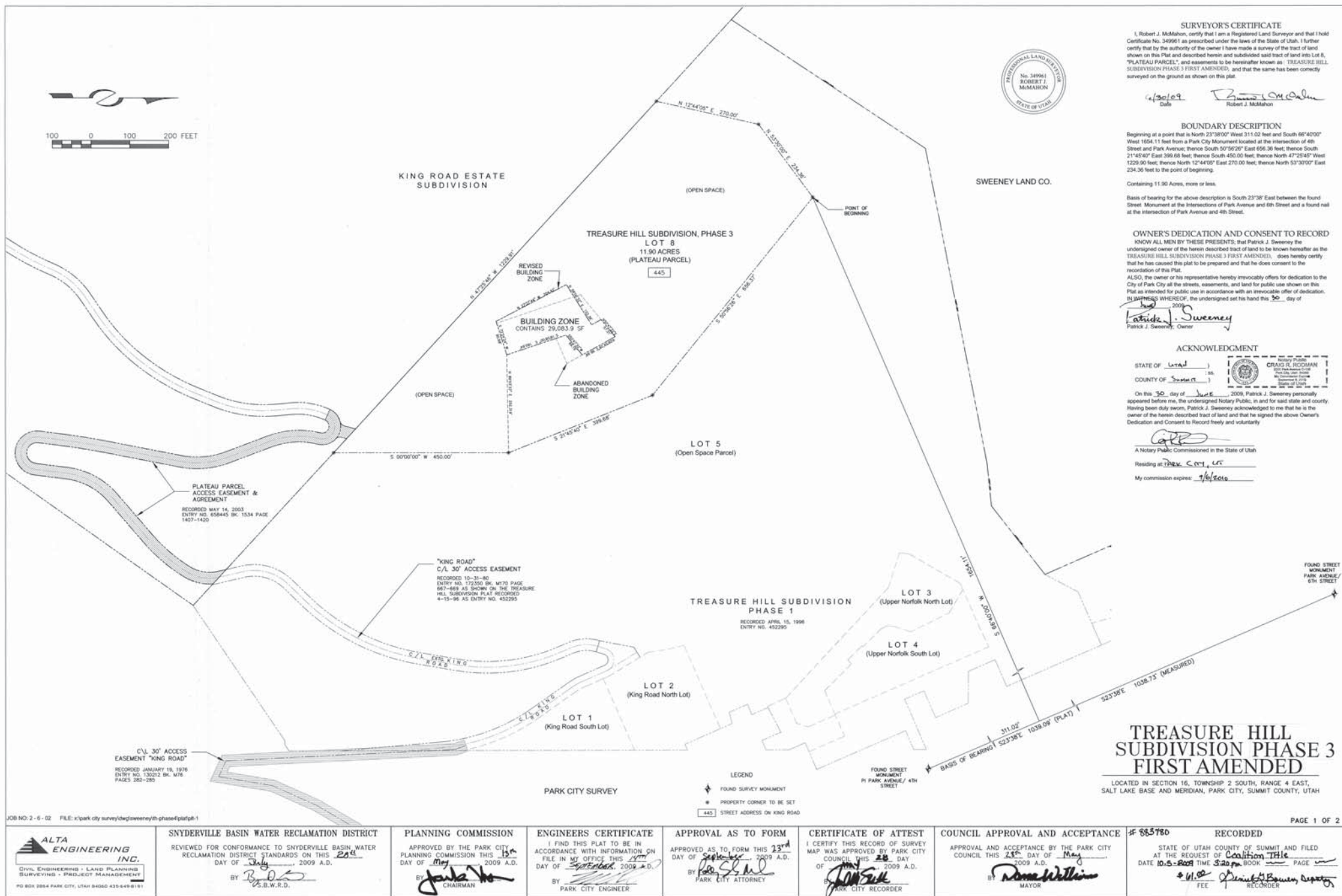
CONDITIONAL USE REVIEW SET - 11-7-19, REV 2-27-20

SWEENEY RESIDENCE - PHASE 2

445 KING ROAD, PARK CITY, UTAH

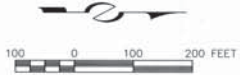
CU-105

EXHIBIT C



TREASURE HILL SUBDIVISION PHASE 3 FIRST AMENDED

LOCATED IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH



KING ROAD ESTATE SUBDIVISION

SGO EASEMENT FOR THE BENEFIT OF THE SWEENEY LAND COMPANY
RECORDED JANUARY 27, 2005
ENTRY NO. 724717 BK. 1675
PAGES 1009-1035

C/A 10' PUBLIC NON-MOTORIZED BIKE AND PUBLIC PEDESTRIAN TRAILS EASEMENT

EXISTING C/A 10' PUBLIC NON-MOTORIZED BIKE AND PEDESTRIAN TRAIL

EXISTING C/A 10' PUBLIC NON-MOTORIZED BIKE AND PEDESTRIAN TRAIL

RELOCATED C/A 10' PUBLIC NON-MOTORIZED BIKE AND PEDESTRIAN TRAIL

LOT 5 (Open Space Parcel)

UTILITY EASEMENT OVER LOT 5 FOR THE BENEFIT OF THE "PLATEAU PARCEL"
RECORDED APRIL 15, 1996
ENTRY NO. 452292 BK. 958
PAGES 192-222

QUITTING TIME TRAIL AND LIFT EASEMENT
RECORDED FEBRUARY 9, 1999
ENTRY NO. 529817 BK. 1228
PAGES 213-236

TREASURE HILL SUBDIVISION PHASE 1

RECORDED APRIL 15, 1996
ENTRY NO. 452295

UTILITY EASEMENT FOR THE BENEFIT OF THE "PLATEAU PARCEL"
RECORDED AUGUST 20, 2003
ENTRY NO. 669920 BK. 1563
PAGES 79-88

LOT 3 (Upper Norfolk North Lot)

LOT 4 (Upper Norfolk South Lot)

LOT 2 (King Road North Lot)

LOT 1 (King Road South Lot)

PARK CITY SURVEY

SWEENEY LAND CO.

CURVE	LENGTH	CHORDS	DELTA
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LINE	LENGTH	CHORDS	DELTA
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- PLAT NOTES**
- FOOTPRINT.** The residential footprint of the dwelling ("Main House"), to be located on Lot 8, Phase IV, Treasure Hill Subdivision (the "Lot"), shall be calculated from the outside face of walls, subject to the existing requirements of Note 6, and a maximum of three thousand five hundred (3,500) square feet footprint including garages. The following shall not count toward the foot print calculations:
 - Deck which is open on at least two sides, but which may have railings as required, covered or uncovered, and that does not have above-existing natural-grade garage or living space located below or above it.
 - Exterior walkways.
 - Exterior stairs.
 - Driveway, and
 - That portion of any garage, carport, mechanical space, or living space that is located below existing natural grade and which has landscaping or deck (as provided in 11a) located above it.
 - The footprint for up to three hundred (300) square feet for additional attached or detached residences, further provided such residential space is used only for a caretaker's house or guest house, (not to be sold or leased separately from the Main House) and provided that the height of such additional structure from existing natural grade shall not exceed twenty (20) feet, measured from existing natural grade, including all elements other than chimneys, mechanical exhausts, and sanitary sewer vents.
 - VISIBILITY.** The Main House and Caretaker's Guest House shall be located and screened by existing vegetation. If necessary, they shall be screened by new vegetation as to be substantially out of sight from the Historic District as determined solely by the Park City Planning Department.
 - BUILDING AREA ZONE.** Improvements, including fences and formal landscaping (unless otherwise permitted under easements or agreements of record or as shown on the Plat or as consistent with construction drawings approved by the Park City Municipal Corporation ("PCMC") for the driveway and utilities ("Drawings")) shall be limited to the Building Zone noted on this Plat.
 - BUILDING AREA CONSTRUCTION DISTURBANCE.** Temporary construction disturbance associated with construction of the residence, excluding the driveway and utilities, as shown on construction drawings and the disposal on the Lot of excess excavated material placed in accordance with an approved construction mitigation plan, shall be limited to twenty (20) feet outside the Building Area Zone shown herein subject to Note 2. Such perpendicularly oriented roof portions located above twenty-five (25) feet on height shall comprise less than 20 percent of the total plan. Planning Commission may, during the Conditional Use approval process, grant exceptions up to a maximum height of thirty-three (33) feet for pitched roofs for the expressed purpose of accommodating access, i.e., stairwells and/or elevators between floor levels.
 - HEIGHT.** The Main House height shall be measured from existing natural grade. The maximum height shall be twenty-five (25) feet for roofs and roof elements that generally are parallel to existing natural grade and thirty (30) feet for roof ridges that are generally oriented in the horizontal plane perpendicular to existing contour lines, for example, dormers. Such perpendicularly oriented roof portions located above twenty-five (25) feet on height shall comprise less than 20 percent of the total plan. Planning Commission may, during the Conditional Use approval process, grant exceptions up to a maximum height of thirty-three (33) feet for pitched roofs for the expressed purpose of accommodating access, i.e., stairwells and/or elevators between floor levels.
 - MASSING.** Designs may be comprised of one or more connected or unconnected building masses. No one building mass within the 3,500 square foot footprint (whether a house or a detached structure) that exceeds 2,000 square feet. Missing elements shall be separated by horizontal and/or vertical facade breaks. This requirement shall be interpreted to mean that there will be significant variation of roof heights and wall faces for the different building elements.
 - ACCESS.** The Lot shall be accessed by a minimum of a twelve foot (12) wide driveway as shown on the Drawings. The maximum width shall be 20 feet except for turn around areas approved by the Park City Planning Department.
 - UTILITIES.** Utilities (water, phone, cable, and power) shall be extended from from Woodside Avenue with the exception that power may come from the North. The water supply (if station and other utilities will be initially installed and perpetually maintained at the owner's expense.
 - At the request of the owner, Park City allowed emplacement of an individual disposal system (septic tank) on this property. The owner did not request that his property be connected to a Drydenville Basin Water Reclamation District (SBWMD) waste water line. Septic systems can fail. All costs associated with the correction of a failed septic system, including sewer connection from the property to an existing SBWMD waste water line shall be at the sole expense of the property owner. SBWMD shall be in no way responsible for these or any related costs associated with septic system failure.
 - There is an existing waste water lateral stub for the Plateau Parcel which has been provided on Lot 7 of the Treasure Hill Phase 2 Plat (within the Utility Easement for the benefit of the Plateau Parcel). This lateral passes under a reinforced concrete tunnel. Maintenance and replacement of the waste water lateral shall be the responsibility of the owner of the Plateau Parcel and not that of SBWMD.
 - FIRE PROTECTION PLAN.** Residential fire sprinkling and other safety features shall comply with the Fire Protection Plan on file with the Chief Building Official at the time of plat recordation. Wood roofing materials shall be prohibited.
 - EASEMENTS AND AGREEMENTS.** This Lot is subject to the following easements and agreements:
 - Special Warranty Deed with Possibility of Reverter with certain rights as recorded April 15, 1996, Entry No. 452292, Book 958, Pages 192-222, in the office of the Summit County Recorder, Summit County, Utah.
 - The Plateau Agreement with covenants and understandings between the Greater Park City Master and Patrick J. Sweeney executed February 5, 1999.
 - Ski and Pedestrian Easements as described in Section 4.4 of the Sweeney Properties Master Plan ("SPMP") summary and as shown on sheets 1, 2, and 4 through 9 of the SPMP.
 - Combined Amended Grant of Easements to the Greater Park City Master as recorded February 9, 1999, Entry No. 529817, Book 1228, Pages 213-236, in the office of the Summit County Recorder, Summit County, Utah.
 - Access Easement Agreement as recorded May 14, 2003, Entry No. 658461, Book 1534, Pages 1407-1420, in the office of the Summit County Recorder, Summit County, Utah.
 - Utility and Construction Access Easement Agreement as recorded August 20, 2003, Entry No. 669920, Book 1563, Pages 79-88, in the office of the Summit County Recorder, Summit County, Utah.
 - Lighting on the lot including the interior and exterior of all structures shall be shielded from direct view from all viewpoints within the City Limits with the exception of "seasonal lighting" allowed December 1 through January 15.
 - PRECEDENCE.** The above special restrictions are covenants of and consistent with the SPMP approved by the Park City Council on October 16, 1995, and as subsequently amended on October 14, 1997, December 30, 1992, and November 7, 1996. Final house design shall be reviewed under the Conditional Use process in accordance with the SPMP. This property shall not be further subdivided.
 - All previous Conditions of Approval of the Sweeney Properties Master Plan (Treasure Hill) continue to apply.



Park City Public Utilities
1053 Iron Horse Drive PO Box 1480 | Park City, UT 84060-1480
p (435)-615-5323 | f (435) 615-4912
griffin.lloyd@parkcity.org

Memorandum

To: Elizabeth Jackson, Planner
cc: Roger McClain, Public Utilities Engineering Manager
Clint McAfee, Public Utilities Director
From: Griffin Lloyd, Public Utilities Engineer
Subject: Water service review of 445 King Road
Date: December 20, 2019

Upon review of the 445 King Road, Conditional Use Permit reviewed in the Development Review Committee on December 17, 2019, Public Utilities have the following items to be addressed and/or listed as condition of approval.

1. Park City Public Utilities does not allow booster pump connections from their system. This connection has been previously approved by and regulated by the Division of Drinking Water. Any update to the system and increase in demand would need their review, approval and/or exception. Park City Public Utilities requests they be included on any such approvals with Division of Drinking Water.
2. Park City Fire Department would need to review and approve new development demands on current system to see if fire flow conditions are met for new and existing structures, and that current backup power systems are adequate.
3. Because current booster system is serving both old and new structures; ownership, operation, and maintenance/replacement of the booster station and piping needs to be addressed. Due to the possible change in ownership, this information would need to be on a plat or recorded document, not just CCRs (which are changeable by the owners) to insure any future owner continues responsibility of system.
4. If booster pumps are to be upsized, Park City Public Utilities requests engineered drawings and calculations of the new pumps design to insure pump sizing does not negatively affect or damage existing water infrastructure.

If Division of Drinking Water should deny the booster connection, the property owner can explorer a service connection to a different water main in the vicinity, with Public Utilities.

Ordinance No. 03-36

AN ORDINANCE APPROVING A ZONE CHANGE FROM RECREATIONAL OPEN SPACE (ROS) TO ESTATE (E) AT 445 KING ROAD, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 445 King Road have petitioned the City Council for approval of the zone change; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on July 23, 2003, to receive input on the zone change;

WHEREAS, the Planning Commission, on July 23, 2003, forwarded a positive recommendation to the City Council; and,

WHEREAS, on July 31, 2003, the City Council held a public hearing and approved the zone change; and

WHEREAS, it is in the best interest of Park City, Utah to approve the zone change.

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

SECTION 1. APPROVAL. The zone change on the lot 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 at 445 King Road and is known as lot 12 of the Treasure Hill Subdivision Phase 4, part of the Sweeney Properties Master Plan.
2. The property is currently zoned Recreation Open Space - ROS-MPD. The 11.9 acre property is unimproved.
3. The Sweeney Properties Master Plan (SPMP) was approved by the City Council on October 16, 1986 and amended on October 14, 1987, December 30, 1992, and November 7, 1996.
4. The underlying zoning of the Hillside Parcels, including this one, at the time of MPD approval was Estate.
5. The SPMP approval designated this development parcel as being subject to Estate-MPD approval.
6. The purpose of the Estate zone is to allow very low density, environmentally sensitive residential development which preserves ridge tops, meadows, and visible hillsides, preserves large, cohesive, unbroken Areas of Open Space and undeveloped land, preserves and incorporates wetlands, drainage ways, and intermittent streams as amenities of Development, mitigates geologic and flood

hazards, protects views along the City's entry corridors, and decreases fire risk by keeping Development out of sensitive wild land interface Areas, incorporates pedestrian trail linkages between and through neighborhoods; and encourages comprehensive, efficient, Compatible Development which results in distinct and cohesive neighborhoods through application of the Sensitive Lands Ordinance.

7. The entire lot will be zoned Estate. The area outside of the Building Pad will be subject to a Conservation or Open Space Easement.
8. The Planning Commission held a public hearing on July 23, 2003 and forwarded a positive recommendation to the City Council.

Conclusions of Law:

1. The development of this lot is consistent with the E District purpose statements.
2. The change from ROS to E-MPD Zoning is consistent with the Park City General Plan and the Sweeney Properties Master Plan.
3. The rezone from ROS to E is in the best interest of the community.

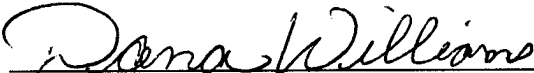
Conditions of Approval:

1. This zone change is contingent upon the recordation of the plat approved concurrently herein.

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

PASSED AND ADOPTED this 31st day of July, 2003.

PARK CITY MUNICIPAL CORPORATION

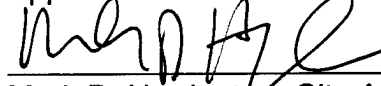


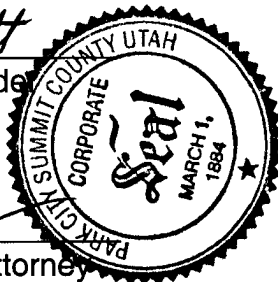
Mayor Dana Williams

Attest:


Janet M. Scott, City Recorder

Approved as to form:


Mark D. Harrington, City Attorney



Ordinance No. 03-37

**AN ORDINANCE APPROVING A SINGLE LOT SUBDIVISION AT 445 KING ROAD,
PARK CITY, UTAH.**

WHEREAS, the owners of the property located at 445 King Road have petitioned the City Council for approval of the Subdivision plat; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on July 23, 2003, to receive input on the subdivision;

WHEREAS, the Planning Commission, on July 23, 2003, forwarded a positive recommendation to the City Council; and,

WHEREAS, on July 31, 2003, the City Council held a public hearing and approved the subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the subdivision.

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

SECTION 1. APPROVAL. The subdivision 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 at 445 King Road and is known as lot 12 of the Treasure Hill Subdivision Phase 4, part of the Sweeney Properties Master Plan. The property is currently zoned Recreation Open Space - RD-MPD with a request for zone change pending. The property is vacant.
2. The Sweeney Properties Master Plan (SPMP) was approved by the City Council on October 16, 1986 and amended on October 14, 1987, December 30, 1992, and November 7, 1996.
3. One lot of record will be created with the subdivision.
4. The Treasure Hill Subdivision Phase 4 plat includes plat notes regarding building footprint, heights, setbacks, massing, building pad footprints, limits of disturbance, access, re-vegetation, utilities, and fire protection.
5. Utilities are available to sustain the anticipated property uses. Utilities will generally tie into Woodside Avenue, follow the Quittin' Time ski run in its lower extent and connect to the Building Pad along a future ski run to the Payday area.
6. The Chief Fire Marshall has reviewed the Fire Protection Plan and has conceptually approved it.

7. A financial guarantee for all public improvements is necessary to ensure completion of these improvements and to protect the public from liability and physical harm if these improvements are not completed by the developer or owner.
8. The Planning Commission held a public hearing on July 23, 2003 and forwarded a positive recommendation to the City Council.

Conclusions of Law:

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

Conditions of Approval:

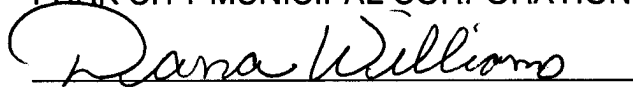
1. The Conditions of Approval for the Sweeney Properties Master Planned Development remain in full force and effect.
2. The design of the Main House and any Guest House will follow the Conditional Use Permit process in accordance with the Sweeney Properties Master Plan (SPMP).
3. All standard project conditions shall apply.
4. The Building Pad is 29,084 square feet in which all construction activity must take place, excepting the driveway and utility construction.
5. The Main House footprint is limited to 3500 square feet. A single caretaker's or guest house may have a footprint up to 1500 square feet.
6. The Height of the Main House is 25 feet measured from natural grade for ridges that run parallel to the natural contours and 30 feet from natural grade for ridges perpendicular to the existing contours. Such perpendicular ridges may not comprise more than 20 percent of the roof plan. The Guest House may not exceed 20 feet from natural grade in height.
7. All trails, as indicated on the Treasure Hill subdivision plat, which have not yet been constructed and approved, shall be completed prior to issuance of a certificate of occupancy for the residences. Relocation of said trails shall be reviewed and approved by City Staff.
8. The applicant must record an Open Space Easement, or other instrument of record, for that area outside of the Building Pad to forever preserve the natural state. Ski runs and those public trails dedicated on this plat may be allowed in this open space.
9. The City Engineer shall review and approve appropriate grading, utility, public improvements and drainage plans for compliance with City standards as a condition precedent to permit issuance.
10. Final details of the Fire Protection plan are required to be approved prior to plat recordation.
11. The Snyderville Basin Water Reclamation District shall review and approve the sewer plans.
12. A financial guarantee, for the value of all public improvements, landscaping, re-

- vegetation, and trails to be completed, shall be provided to the City prior to building permit issuance. All public improvements shall be completed according to City standards and accepted by the City Engineer prior to release of this guarantee.
13. Re-vegetation of the disturbed areas, including utility installation areas, shall be done with native species acceptable to the Planning Department Landscape Architect.
 14. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

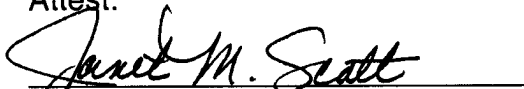
SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 31st day of July, 2003.

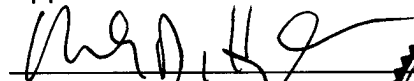
PARK CITY MUNICIPAL CORPORATION

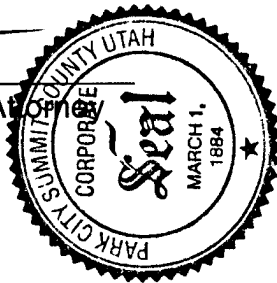

Mayor Dana Williams

Attest:


Janet M. Scott, City Recorder

Approved as to form:


Mark D. Harrington, City Attorney



BOUNDARY DESCRIPTION

...RECORDS, RETURN AND CONSENT TO RECORD

OWNER'S DECLARATION: I, JOHN J. HENNING, of the County of San Diego, State of California, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my possession, custody or control, and that the same is a true and correct copy of the original as the same appears in my possession, custody or control, and that the same is a true and correct copy of the original as the same appears in my possession, custody or control.

WITNESS MY HAND AND SEAL OF OFFICE this 10th day of April, 2003.

Notary Public in and for the State of California, My Commission Expires on 04/10/06

ACKNOWLEDGMENT

US: ENEY LAND COMPANY

NOTES TO PURCHASER

1. *Journal of the American Medical Association*, 1977; 237: 1000-1001.

John W. B. Smith, Jr.

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2. **Visual:** For the remaining 8 slides

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89. *ref(88)* The pointer to the eighty-ninth element of the array.
90. *ref(89)* The pointer to the ninetieth element of the array.
91. *ref(90)* The pointer to the ninety-first element of the array.
92. *ref(91)* The pointer to the ninety-second element of the array.
93. *ref(92)* The pointer to the ninety-third element of the array.
94. *ref(93)* The pointer to the ninety-fourth element of the array.
95. *ref(94)* The pointer to the ninety-fifth element of the array.
96. *ref(95)* The pointer to the ninety-sixth element of the array.
97. *ref(96)* The pointer to the ninety-seventh element of the array.
98. *ref(97)* The pointer to the ninety-eighth element of the array.
99. *ref(98)* The pointer to the ninety-ninth element of the array.
100. *ref(99)* The pointer to the hundredth element of the array.

for the purpose of the study.

[illegible]

1000

11. ACCESS AND UTILITIES AGREEMENT: This Lot is subject to the option agreement to be recorded in Book _____ Page _____ of the County of San Bernardino Recorder's Office. See also the "Access and Utilities Agreement" between the Seller and the Buyer, dated and captioned as above, which is attached to this deed as an exhibit.

RECORD OF CHIEFVEY MAP

TREASURE HILL SUBDIVISION
RECORD OF SURVEY MAP
PHASE 4

A SUBDIVISION LOCATED IN SECTION 16, TOWNSHIP 2 SOUTH RANGE 4 EAST,
CANYON LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

PAGE 1 OF 1

RECORDED

COUNCIL APPROVAL AND ACCEPTANCE

CERTIFICATE OF ATTEST

APPROVAL AS TO FORM

18 May 1974 Sat. 11

11. 2000 4203-09-12

...and a few others.

2669-11

2000

80

Planning Commission Staff Report



PLANNING DEPARTMENT

Subject: 1209 Park Avenue Plat Amendment
Author: Liz Jackson, Planner
Project Number: PL-20-04500
Date: April 22, 2020
Type of Item: Administrative – Plat Amendment

Summary Recommendations

Staff recommends the Planning Commission review and hold a public hearing for the 1209 Park Avenue Plat Amendment and consider forwarding a positive recommendation to the City Council on May 14, 2020, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Description

Applicant: Puggy Holmgren
Represented by – Alliance Engineering, Inc. – Marshall King
Location: Parcel SA-61-A
Zoning: Historic Residential – Medium Density (HRM)
Designation: Landmark Historic Site
Adjacent Land Uses: Residential, Public Buildings and Sites
Reason for Review: Plat Amendments require Planning Commission review and City Council review and action

Proposal

The Applicant proposes to combine Lot 3 and northern half of Lot 2 of Block 6 of Snyder's Addition into one (1) Lot of Record. The Site is listed as Landmark on the Park City Historic Sites Inventory (HSI).

Purpose

The purpose of the Historic Residential – Medium Density (HRM) District can be found in [Land Management Code \(LMC\) § 15-2.4-1](#).

Background

The 1209 Park Avenue Plat Amendment Application proposes to combine Lot 3 and the northern half of Lot 2 of Block 6 of Snyder's Addition into one (1) Lot of Record. This application was deemed complete on April 1, 2020. See table below for applicable Application History of this Site.

History of Site			
Year	Application/Permit Type	Description	Action Taken
2018	Historic District Design Review (HDDR)-Pre Application	Proposal to cover foundation with corrugated metal and demolish non-historic shed Structures	Approval, HDDR waiver letter issued.

			Building Permit was subsequently issued.
2019	Historic District Design Review (HDDR)-Pre Application	Proposal to construct an Accessory Building	No final action to date. Application was in review and may move forward with full HDDR.

Analysis

The proposed Plat Amendment has been reviewed for compliance with Land Management Code Chapter [15-2.4](#) and Sections [15-7.1-3\(B\)](#) and [15-12-15\(B\)\(9\)](#).

The subject parcels (listed with Summit County as SA-61-A) are located at 1209 Park Avenue. The Site is within the Historic Residential – Medium Density (HRM) District. Any future construction on this Site must maintain all requirements of the HRM Zoning District, as well as the Design Guidelines for Historic Districts and Historic Sites, per [LMC § 15-13](#). See table below for Lot and Site Requirements, per [LMC § 15-2.4-4](#), and existing conditions. Existing Historic Structures are exempt from Setback requirements, per [LMC § 15-2.4-6](#).

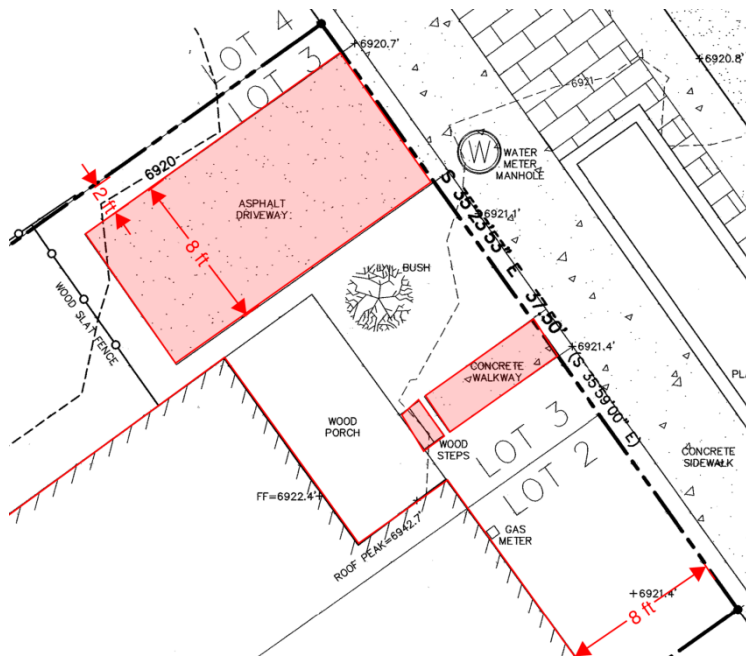
Lot and Site Requirements		
Standard:	Minimum Requirement:	Existing and Proposed:
Lot Size – square feet (SF)	1,875 SF minimum for a Single-Family Dwelling	<i>Complies, proposed is 2,812.5 SF</i>
Lot Width – feet (ft.)	25 ft. minimum	<i>Complies, proposed is 37.5 ft.</i>
Front Yard Setbacks – feet (ft.)	10 ft. minimum for Single-Family Dwellings	Existing Historic Single-Family Dwelling is 8 ft.; <i>complies, as Historic Structures are exempt from Setback requirements</i>
Rear Yard Setbacks – feet (ft.)	10 ft. minimum for Single-Family Dwellings 1 ft. minimum for detached Accessory Buildings	Existing Historic Single-Family Dwelling is 24 ft.; <i>complies</i> <i>Any future Structures will need to comply.</i>
Side Yard Setbacks – feet	5 ft. minimum for Single-Family Dwellings and Accessory Buildings	Existing Historic Single-Family Dwelling is 11 ft. from

(ft.)		the northern Lot Line and 2 ft. from the southern Lot Line; <i>complies, as Historic Structures are exempt from Setback requirements. Any future Structures will need to comply.</i>
-------	--	---

The proposed Lot Size is compatible with existing Lots in the neighborhood and in the overall Historic District. Per the submitted survey, the Lots on either side of this Site are the same Area as this Lot – a Lot and a half (2,812.5 SF, as measured).

The Existing Historic Structure measures eight feet (8') from the Front Lot Line, two feet (2') from the southeast Side Lot Line, twenty-four feet (24') from the Rear Lot Line, and eleven feet (11') from the northwest Side Lot Line; as measured. There is also an existing Historic front porch measuring eight feet (8') from the Front Lot Line. The existing Historic Structure is exempt from Setback requirements of the Zone, per [LMC § 15-2.4-6](#). This Structure has a footprint of 954 square feet, as measured. The HRM Zoning District does not have a Maximum Building Footprint requirement. The existing Historic Structure is also exempt from parking requirements, per this LMC section. The existing "asphalt driveway", as measured, is currently too small to be a parking space, per [LMC § 15-3](#), as that requires parking spaces to be at least nine feet (9') wide by eighteen feet (18') deep. The "asphalt driveway", which acts more as an Area to park, will be subsequently referred to as driveway in this report. Any new Structure would also be need to meet parking requirements per [LMC § 15-3](#), if the Structure is not exempt per [LMC § 15-2.4-6](#). See Exhibit A, as the Applicant has indicated they would like to construct an Accessory Building in the future.

The Front Yard Area of the Lot has an existing concrete walkway, wooden steps, and a driveway that measures eight feet (8') wide by sixteen feet (16'). These are exceptions to Front Setback requirements per [LMC § 15 2.4-4\(D\)](#). There is also an existing gas meter within the Front Setback. The existing driveway is within the Side Setback Area, measuring two feet (2') from the Side Lot Line. Per [LMC § 15 2.4-4\(H\)](#), the only driveway related exception as a driveway leading to a garage or approved Parking Area, this would not comply with Side Setback requirements. Per LMC [LMC § 15-2.4-6](#), Historic Structures that do not comply with driveway location standards are valid Non-complying Structures. If in the future the driveway's footprint or location is proposed to change, it will need to come into compliance with the LMC at time of permit submittal (Condition of Approval 5). See driveway and walkway shown shaded in red, in the image below.



Currently, there is a six feet (6') tall (as confirmed by Applicant) wood slat and chain link fence that runs along the northwest Side Lot Line, turning into a L shape toward the house. There is also an existing at-grade concrete area, with foundation walls that are six inches (6") in height (as confirmed by Applicant), in the Rear Yard Area. Fences, patios, and retaining walls are allowed Side and Rear Setback exceptions, Per [LMC 15-2.4-4](#). Within the southeast Side Setback Area, exists a concrete block that the Applicant believes used to be a base for a chimney that was removed.

The existing Structure is 21.3 feet tall, as measured. The maximum Building Height of any new Structure would be twenty-seven feet (27') from Existing Grade. If any additions or other Structures are proposed in the future on this Site, they must comply with the Land Management Code at time of any City permit submittals.

Good Cause

The proposed Plat Amendment has been reviewed for compliance with Land Management Code Chapter [15-2.4](#) and Sections [15-7.1-3\(B\)](#) and [15-12-15\(B\)\(9\)](#). Staff finds good cause for this Plat Amendment in that it will remove an interior Lot Line on a Landmark Site. The proposed Lot will comply with Zoning requirements for Lot Size, Width, and Depth. A public snow storage easement will be dedicated with the recorded Plat, as well.

Process

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

Department Review

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

Notice

The legal notice was posted on the Park City website and the Utah Public Notice Website on April 6, 2020. On April 8, 2020, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record on April 8, 2020.

Public Input

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

Alternatives

- The Planning Commission may forward a positive recommendation to the City Council for the proposed 1209 Park Avenue Plat Amendment, as conditioned or amended at the meeting; or
- The Planning Commission may forward a negative recommendation to the City Council for the proposed 1209 Park Avenue Plat Amendment, and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the proposed 1209 Park Avenue Plat Amendment, and request additional information or analysis in order to make a recommendation.

Significant Impacts

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

Consequences of not taking recommended action

The consequences of not taking the recommended action would be that the two parcels would remain separate and the existing home would be crossing the Lot Line between the two (2) parcels.

Summary Recommendations

Staff recommends the Planning Commission review and hold a public hearing for the 1209 Park Avenue Plat Amendment and consider forwarding a positive recommendation to the City Council on May 14, 2020, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A: Draft Ordinance

Attachment 1: 1209 Park Avenue Plat Amendment (Proposed)

Exhibit B: Applicant's Project Intent

Exhibit C: Current Plat

Exhibit D: Existing Conditions Survey

Exhibit E: Aerial Photograph

Exhibit F: Site Photographs

Exhibit G: Snyderville Basin Water Reclamation District Approval Letter

Exhibit A – Draft Ordinance

Ordinance No. 2020-XX

AN ORDINANCE APPROVING THE 1209 PARK AVENUE PLAT AMENDMENT, LOCATED AT 1209 PARK AVENUE, PARK CITY, UTAH.

WHEREAS, the property owner of the property located at 1209 Park Avenue has petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on April 8, 2020, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, on April 8, 2020, the site was properly noticed and posted according to the requirements of the Land Management Code; and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on April 22, 2020, to receive input on the proposed Plat Amendment; and

WHEREAS, the Planning Commission on April 22, 2020, forwarded a positive recommendation to the City Council; and,

WHEREAS, on May 14, 2020, the City Council held a public hearing to receive input on the Plat Amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 1209 Park Avenue Plat Amendment, located at 1209 Park Avenue.

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

SECTION 1. APPROVAL. The 1209 Park Avenue Plat Amendment as shown in **Attachment 1** is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The subject Property is located at 1209 Park Avenue. It is listed through Summit County as Parcel SA-61-A.
2. The Site is within the Historic Residential-Medium Density (HRM) District.
3. The Site is listed as Landmark on the Park City Historic Sites Inventory (HSI).
4. The Plat Amendment application is a request to combine Lot 3 and the northern half of Lot 2 of Block 6 of Snyder's Addition into one (1) Lot of Record.
5. The proposed Lot Size is compatible with existing Lots in the neighborhood and in the overall Historic District. Per the submitted survey, the Lots on either side of

this Site are the same Area as this Lot – a Lot and a half (2,812.5 SF, as measured).

6. The Lot has an existing Historic Structure with a footprint of 954 square feet, as measured. Any new Development will need to come into compliance with the Land Management Code at the time of City permit submittal. See Condition of Approval 4.
7. The Application complies with Lot and Site Requirements of [LMC § 15-2.4-4](#), as represented on the certified survey and as follows:
 - a. The proposed Lot consists of 2,812.5 square feet and meets the minimum Lot Size for a Single Family Dwelling (1,875 square feet), per LMC.
 - b. The proposed Lot measures thirty seven and a half feet (37.5') wide and seventy-five feet (75') deep and meets the minimum Lot Width of twenty-five feet (25').
 - c. The minimum required Front and Rear Setbacks for the proposed Lot is ten feet (10').
 - i. The Front Setback Area contains the existing Historic Structure and wood porch, a concrete walkway, and a driveway.
 - ii. The Rear Setback Area contains a foundation wall and concrete patio Area.
 - d. The minimum required Side Setback for the proposed Lot is five feet (5').
 - i. The northwest Side Setback Area has an existing wood slat and chain link fence running along the Lot Line.
 - ii. The southeast Side Setback Area includes a concrete block and the Historic Structure.
 - e. The existing Historic Structure is exempt from Setback requirements, per [LMC § 15-2.4-6](#).
8. The maximum Building Height of any new Structure would be twenty-seven feet (27') from Existing Grade. The existing Historic Structure is 21.3 feet in height, as measured.
9. The Historic Site is exempt from parking requirements, per [LMC § 15-2.4-6](#). Any new Structure will need to comply with parking requirements of [LMC § 15-3](#), if said Structure is not a listed exemption of [LMC § 15-2.4-6](#). See Condition of Approval 4.
10. Per LMC [LMC § 15-2.4-6](#), Historic Structures that do not comply with driveway location standards are valid Non-complying Structures. If in the future the driveway's footprint or location is proposed to change, it will need to come into compliance with the LMC at time of permit submittal. See Condition of Approval 5.
11. All findings within the Analysis section and the recitals above are incorporated herein as Findings of Fact.

Conclusions of Law:

1. The proposed Plat Amendment has been reviewed for compliance with Land Management Code Chapter [15-2.4](#) and Sections [15-7.1-3\(B\)](#) and [15-12-15\(B\)\(9\)](#).
2. There is good cause for this Plat Amendment in that it will remove an interior Lot Line on a Landmark Site and include a public snow storage easement dedication. The proposed Lot will comply with Zoning requirements for Lot Size, Width, and Depth.

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

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the Plat.
2. The applicant shall record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The Plat shall note that fire sprinklers are required for all new or renovation construction on this Lot, to be approved by the Chief Building Official.
4. Any future Development on the Site shall abide by the Land Management Code and the Design Guidelines for Historic Districts and Historic Sites. Any new Structure will need to comply with parking requirements of [LMC § 15-3](#), if said Structure is not a listed exemption of [LMC § 15-2.4-6](#).
5. If in the future any changes to the existing driveway's footprint and/or location are proposed, it shall comply with the Land Management Code at the time of City permit submittal.
6. A ten foot (10') public snow storage easement on both street fronts shall be noted on the Plat.
7. This Site is not located within the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore it is not regulated by the City for mine related impacts. However, if the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.
8. City Engineer review and approval of all Lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to Building Permit issuance.

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

PASSED AND ADOPTED this 14th day of May, 2020.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibit

Attachment 1 – 1209 Park Avenue Plat Amendment (Proposed)

EXHIBIT B

SNYDER'S ADDITION TO PARK CITY, BLOCK 6,
LOT 3 AND THE NORTH HALF OF LOT 2

(1209 PARK AVENUE)

PROJECT INTENT

The property at 1209 Park Avenue is occupied by a single family residence and is on the Historic Site Inventory. The historic lot line as platted between Lots 2 and 3 still exists. The owner desires to remove the lot line and unify the property into one lot of record with the ultimate goal of constructing an accessory structure on the property.

1209 PARK AVENUE

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN

LOT 3 AND THE NORTH HALF OF LOT 2, BLOCK 6,
SNYDER'S ADDITION TO PARK CITY SURVEY
RECORD OF SURVEY
SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold License No. 1087, State of Utah. I have personally supervised the survey and the preparation of this map. My knowledge of this plat is a correct representation of said survey.

LEGAL DESCRIPTION

ALL OF LOT 3, AND THE NORTHERLY ONE-HALF OF LOT 2, BLOCK 6, SNYDER'S ADDITION TO PARK CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

NOTES

1. Basis of Bearing for this survey is between the found street monuments as shown on this plat.
2. Field work for this survey was performed July 10, 2019, and is in compliance with generally accepted industry standards for accuracy.
3. The purpose of this survey was to perform an Existing Conditions and Topography survey for the subject property.
4. A title report was not provided to the surveyor and no easements or encumbrances were located as part of this survey. This owner of the property should be aware of any items affecting the property that may appear in a title insurance report. The surveyor found no obvious evidence of easements, encumbrances or other items on the property surveyed except as shown herein.
5. County tax maps, recorded deeds, Carl Winters School Subdivision plat (lot 10101117) and other information found in the field were used to determine the boundary as shown on this plat.
6. Site Benchmark: Water Meter Manhole, Elevation=8920.3' as shown.
7. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
8. Property corners were set as shown.
9. Record bearings, when different from measured, are shown in parenthesis ().

REVISIONS

1. 3/31/2020 Surveyed location of existing house on 1215 Park Avenue and show on survey.

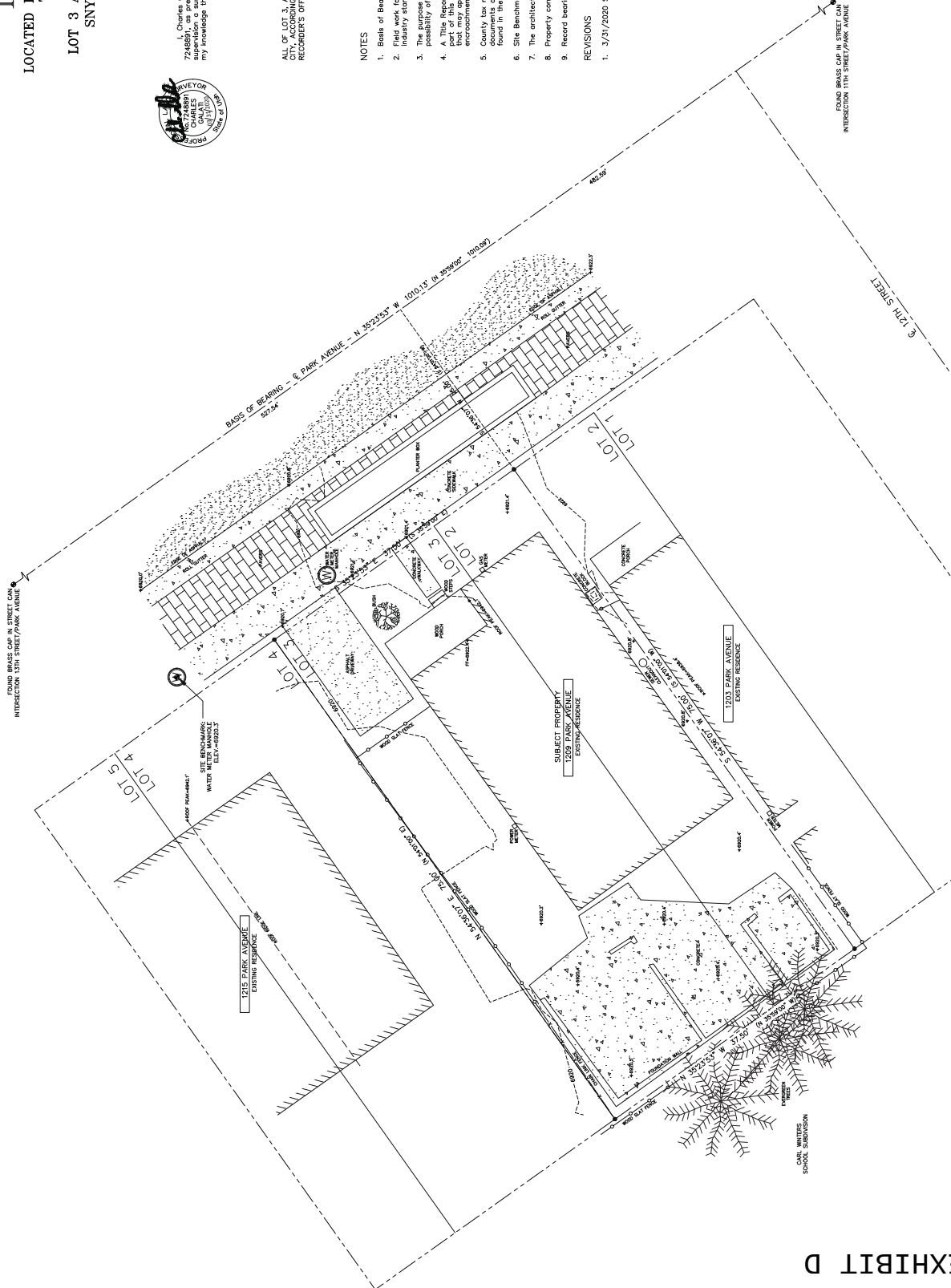
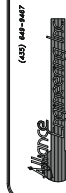


EXHIBIT D



STAFF:
CHARLES GALATI
LAND SURVEYOR
TONI LUND
SAM GALATI

DATE: 3/31/20

EXISTING CONDITIONS & TOPOGRAPHIC MAP
1209 PARK AVENUE

FOR: RUGGY HOLMGREN

JOB NO.: 8-4-19

FILE: K:\SnyderAddition\dwg\survey2019\980619-1209 Park Ave\080619-1209.dwg

SHEET
1
OF
1

EXHIBIT E

56



(405) 241-2447
COMMERCIAL PHOTOGRAPHY
Aerial Photography
Aerial Videography
Aerial Mapping
Aerial Surveying
Aerial Inspection
Aerial Training
Aerial Advertising
Aerial Entertainment
Aerial Education
Aerial Research
Aerial Development
Aerial Construction
Aerial Maintenance
Aerial Restoration
Aerial Preservation
Aerial Conservation
Aerial Stewardship
Aerial Management
Aerial Planning
Aerial Design

STAFF:
MARSHALL AND
CHRISTINE SHAW
DATE: 1/15/19

AERIAL PHOTOGRAPH
1209 PARK AVENUE
BLOCK 6, SNYDERS ADDITION
FOR: PRICOR HOMES
JOB NO. 15-019
FILE: X:\SnyderAddition\Geo\Aerial\1209 Park Avenue-aerial.jpg

SHEET
1
OF
1



1209 Park Avenue – looking Westerly



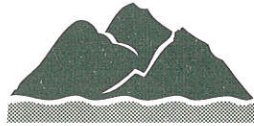
1209 Park Avenue – looking Southwesterly



1209 Park Avenue – looking Northeasterly



1209 Park Avenue – looking Easterly



SNYDERVILLE BASIN

WATER RECLAMATION DISTRICT

2800 HOMESTEAD RD, PARK CITY, UT 84098

WWW.SBWRD.ORG

T 435-649-7993

F 435-649-8040

March 31, 2020

Liz Jackson
Park City Planning Dept.
P.O. Box 1480
Park City, UT 84060

RE: 1209 Park Avenue Plat Amendment
Plat Approval

Dear Ms. Jackson:

The Snyderville Basin Water Reclamation District has reviewed the referenced plat and has determined that it conforms to District regulations. We are therefore prepared to sign the plat.

The applicant should contact me to schedule a time for plat signing after the Owner's Dedication has been signed.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. Atwood', is written over a horizontal line.

Bryan D. Atwood, P.E.
District Engineer

cc: Marshall King, Alliance Engineering
Project File



Planning Commission Staff Report

Subject: 1064 Park Avenue Condominiums
Author: Laura Kuhrmeyer, Planner I
Project Number: PL-20-04499
Date: April 22, 2020
Type of Item: Administrative – Condominium Plat

Summary Recommendations

Staff recommends the Planning Commission review and hold a public hearing for the 1064 Park Avenue Condominiums and consider forwarding a positive recommendation to the City Council based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Description

Applicant: SKIHOME LLC
Represented by – Alliance Engineering, Inc. – Marshall King
Location: SSH-A
Zoning: Historic Residential Medium Density (HRM)
Adjacent Land Uses: Residential
Reason for Review: Condominium Plats require Planning Commission review and City Council review and action

Proposal

The Applicant proposes to create a two (2) unit condominium plat from the Duplex that is under construction on this Lot.

Purpose

The purpose of the Historic Residential Medium Density (HRM) District can be found in [Land Management Code \(LMC\) § 15-2.4-1](#).

Background

On June 7, 2018, the Sunshine Ski Home Plat Amendment was approved by City Council (Entry No. 1101664). On May 31, 2018, the Planning Department received a complete Historic District Design Review (HDDR) Application to construct a duplex on this Lot. On November 13, 2018, Planning Staff approved the HDDR and on December 17, 2018, a building permit was issued.

On March 24, 2020 the Planning Department received a complete Condominium Plat Application to create a two (2) unit condominium plat from the Duplex that is under construction on this Lot.

Analysis

The subject Lot is located at 1064 Park Avenue. The site is within the Historic Residential Medium Density (HRM) District. The proposed Condominium Plat would create a two (2) unit condominium.

The Duplex that is currently under construction meets HRM zoning and code requirements. Staff has created the following table

Minimum Lot Size	Duplex dwelling – 3,750 sf	6,855 sf
Minimum Lot Width	37.5 ft	50 ft
Front Setback	15 ft	15 ft
Rear Setback	10 ft Main Building, 1ft Accessory Building	10 ft Main Building, 1ft Accessory Building
Side Setback	10 ft on Street-fronting Side, 5 ft Interior	10 ft on Street-fronting Side, 5 ft Interior
Building Height	27 ft from Existing Grade	27 ft from Natural Grade*
Off-Street Parking	Two (2) spaces per Dwelling Unit	Two (2) spaces per Dwelling Unit

**The Planning Director went on Site prior to approval of the HDDR to determine the estimated Natural Grade.*

Staff recommends approval of the Condominium Plat as it complies with all zoning requirements for this zoning district. The units' common walls were constructed anticipating condominium conversion.

Good Cause

As conditioned, the proposed conversion complies with LMC § 15-4-12; 15-7.1-6 and 15-12-15(B)(9), as well as state law regarding condominium plats. Staff finds good cause for this Condominium Plat as the proposal will comply with zoning requirements for Lot Size, Width, and Depth, etc. Further, condominium conversion is merely a change in form of ownership and will not have any additional land use/density changes.

Process

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

Department Review

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

Notice

On April 8, 2020, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on April 8, 2020.

Public Input

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

Alternatives

- The Planning Commission may forward a positive recommendation to the City Council for the proposed 1064 Park Avenue Condominium Plat, as conditioned or amended at the meeting; or
- The Planning Commission may forward a negative recommendation to the City Council for the proposed 1064 Park Avenue Condominium Plat, and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the proposed 1064 Park Avenue Condominium Plat, and request additional information or analysis in order to make a recommendation.

Significant Impacts

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

Consequences of not taking recommended action

The consequences of not taking the recommended action would be that the duplex dwelling would remain as is, with one owner, and the owner could not sell the units separately.

Summary Recommendations

Staff recommends the Planning Commission review and hold a public hearing for the 1064 Park Avenue Condominium Plat and consider forwarding a positive recommendation to the City Council based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A: Draft Ordinance

Attachment 1 – 1064 Park Avenue Condominium Plat (Proposed)

Exhibit B: Current Plat

Exhibit C: Applicant's Project Intent

Exhibit D: Existing Conditions Survey

Exhibit E: Aerial Photograph

Exhibit F: Site Photographs

Exhibit A – Draft Ordinance

Ordinance No. 2020-XX

AN ORDINANCE APPROVING THE 1064 PARK AVENUE CONDOMINIUM PLAT, LOCATED AT 1064 PARK AVENUE, PARK CITY, UTAH.

WHEREAS, the property owner of the property located at 1064 Park Avenue have petitioned the City Council for approval of the Condominium Plat; and

WHEREAS, on April 8, 2020, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, on April 8, 2020, the site was properly noticed and posted according to the requirements of the Land Management Code; and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on April 22, 2020, to receive input on the proposed Condominium Plat; and

WHEREAS, the Planning Commission on April 22, 2020, forwarded a recommendation to the City Council; and,

WHEREAS, on May 14, 2020, the City Council held a public hearing to receive input on the Condominium Plat and

WHEREAS, it is in the best interest of Park City, Utah to approve the 1064 Park Avenue Condominium Plat, located at 1064 Park Avenue.

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

SECTION 1. APPROVAL. The 1064 Park Avenue Condominium Plat as shown in **Attachment 1** is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The subject property is located at 1064 Park Avenue.
2. The site is within the Historic Residential Medium Density (HRM) District.
3. A duplex is currently under construction on this site.
4. The Applicant proposes to create a two (2) unit condominium from the duplex.

5. The Lot consists of 6,855 square feet and meets minimum Lot Size of 3,750 sf for a Duplex Dwelling.
6. The Lot measures fifty feet (50') wide and meets the minimum Lot Width of 37.5' in HRM.
7. The proposed Lot Size is compatible with existing lots in the neighborhood and in the overall Historic District.
8. The minimum required Front Setback is fifteen feet (15') and the existing duplex is located fifteen feet (15') from the Front Lot Line.
9. The minimum required Rear Setback is ten feet (10') for the Main Structure and one foot (1') for the Accessory Structure. The Main Structure of the Duplex is located approximately twenty-eight feet and eight inches (28'8") from the Rear Lot Line and the Accessory Structure is located one foot (1') from the Rear Lot Line.
10. The minimum Side Setback is five feet (5') with a minimum ten feet (10') required on Street facing sides. The existing duplex is located ten feet (10') from the Side Lot Line that abuts 11th Street and five feet (5') from the interior Side Lot Line.
11. The maximum Building Height is twenty-seven feet from Existing Grade. The Planning Director determined that the Existing Grade had been significantly altered and determined the estimated Natural Grade for the Site. The Duplex is not more than twenty-seven feet from the Natural Grade.
12. Two (2) Off-Street Parking Spaces per Dwelling Unit are required and the Duplex contains four (4) Parking Spaces.
13. As conditioned, the proposed conversion complies with LMC § 15-4-12; 15-7.1-6 and 15-12-15(B)(9), as well as state law regarding condominium plats. Staff finds good cause for this Condominium Plat as the proposal will comply with zoning requirements for Lot Size, Width, and Depth, etc. Further, condominium conversion is merely a change in form of ownership and will not have any additional land use/density changes.
14. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

1. There is good cause for this Condominium Plat.
2. The Condominium Plat is consistent with the LMC § 15-4-12; 15-7.1-6 and 15-12-15(B)(9), as well as state law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed Condominium Plat.
15. Approval of the Condominium Plat, subject to the conditions stated below, will not have any additional land use/density changes.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat and CC&Rs for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat. The CC&Rs shall include a methodology for tie break.
2. The applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time,

this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. The plat shall note that fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.
4. The ten foot (10') public snow storage easement on both street fronts shall be maintained and noted on the Plat.
5. A note shall be added stating that the Site is subject to all Plat Notes from the underlying Plat – Sunshine Ski Home (Entry No. 11101664), Ordinance 2018-29.
6. A note shall be added describing the current Federal Emergency Management Agency (FEMA) Flood Zone information.

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

PASSED AND ADOPTED this 14th day of May, 2020.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

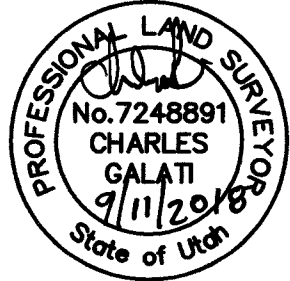
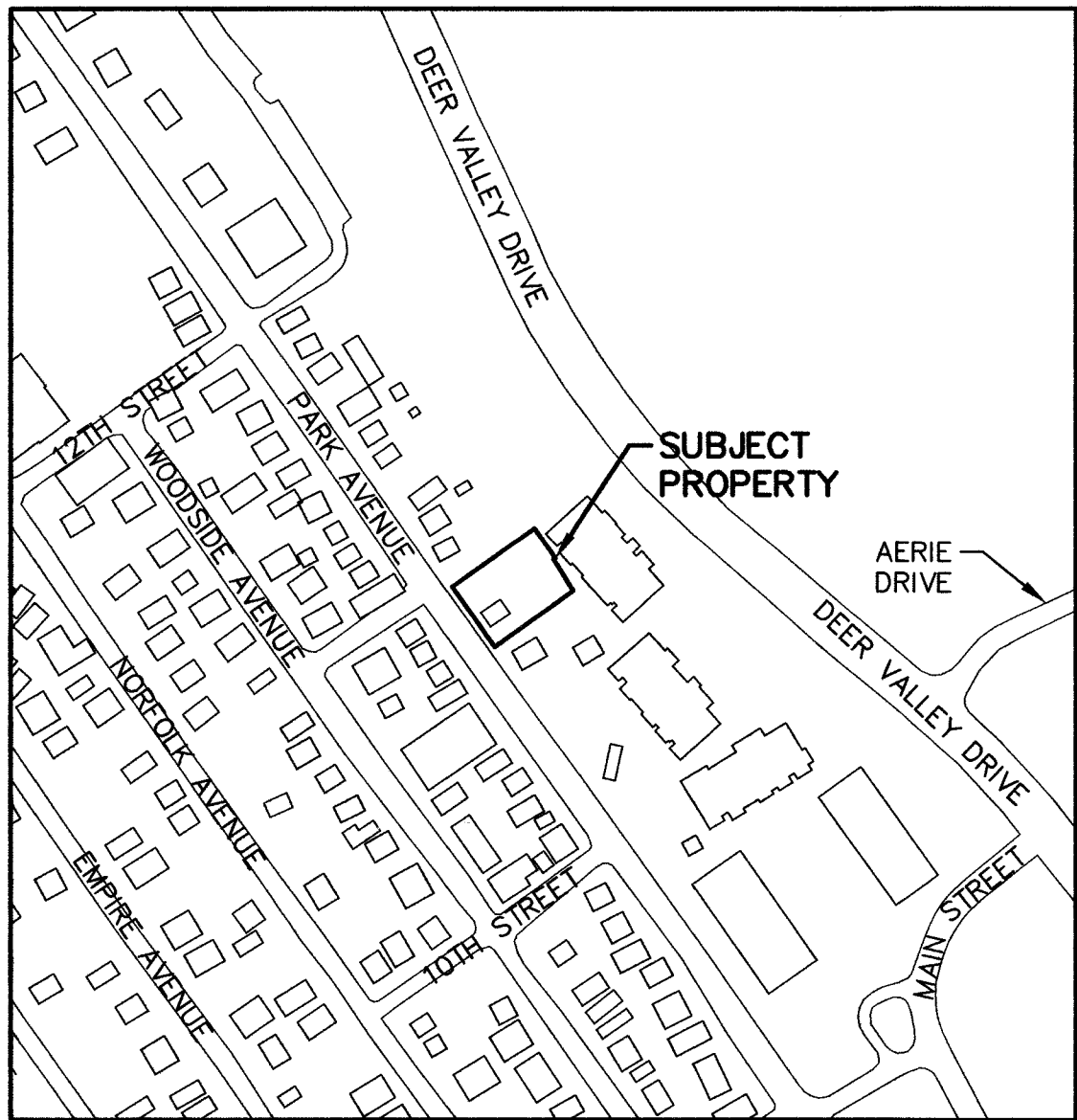
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibits

Attachment 1 – 1064 Park Avenue Condominium Plat (Proposed)



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 into lots, together with easements, hereafter to be known as SUNSHINE SKI HOME PLAT AMENDMENT and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTIONS

1062 PARK AVENUE

Parcel 1

All of Lot 13 and 14, Block 55, Snyder's Addition to Park City, according to the official plat thereof on file and of record in the office of the Summit County Recorder's Office.

Parcel 2

A parcel of land lying northeasterly of and adjacent to Lots 13 and 14 of Block 55, Snyder's Addition to Park City, in Park City, Summit County, Utah, bounded and described as follows:

Beginning at the northeasterly corner of said Lot 14; thence along the northwesterly line of said Lot 14 extended northeasterly North 54°01' East, a distance of 59.32 feet; thence South 32°48' East, a distance of 50.08 feet, more or less, to the southeasterly line of said Lot 13 extended northeasterly, thence along said northeasterly extension, South 54°01' West, a distance of 56.54 feet, more or less, to the most easterly corner of said Lot 13; thence along the northeasterly line of said Block 55, North 35°59' West, a distance of 50.00 feet, more or less, to the point of beginning.

1064 PARK AVENUE

Lots 15 and 16, Block 55, SNYDERS ADDITION TO THE PARK CITY, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

Also: Beginning at the Northeasterly corner of Lot 16, Block 55, Snyder's Addition to the Park City Survey, according to the official plat thereof recorded in the office of the Summit County Recorder, and running thence North 54°01' East 62.1 feet; thence South 32°48' East 50 feet, more or less; thence South 54°01' West 62.1 feet, more or less, to the Southeast corner of Lot 15, said Block 55; thence North 35°59' West along the East side of Lots 15 and 16, 50 feet, more or less, to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Patrick J. Semrad, the undersigned owner as to 1062 Park Avenue, to be known hereafter as SUNSHINE SKI HOME PLAT AMENDMENT, does hereby certify that he has caused this plat to be prepared, and does hereby consent to the recordation of this plat.

ALSO, the owner or its representative, hereby irrevocably offers for dedication to the city of Park City all the easements shown on the plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this 27th day of September, 2018.

By: Patrick J. Semrad

ACKNOWLEDGMENT

State of Illinois ss: County of Cook

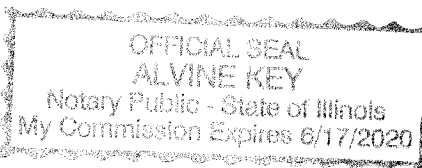
On this 27th day of September, 2018, Patrick J. Semrad personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed the SUNSHINE SKI HOME PLAT AMENDMENT.

Alvina Key
A Notary Public commissioned in ILLINOIS

Printed Name
ALVINE KEY

Residing in: ILLINOIS

My commission expires: 6/17/2020



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that SKIHOME, LLC, a Texas limited liability company, the undersigned owner as to 1064 Park Avenue, to be known hereafter as SUNSHINE SKI HOME PLAT AMENDMENT, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat.

ALSO, the owner or its representative, hereby irrevocably offers for dedication to the city of Park City all the easements shown on the plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this 19th day of September, 2018.

By: Kevin Burns, Manager
SKIHOME, LLC, a Texas limited liability company

ACKNOWLEDGMENT

State of Texas ss: County of Travis

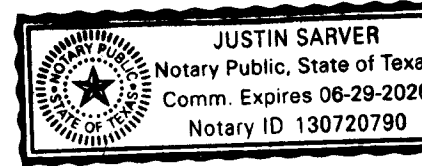
On this 19th day of September, 2018, Kevin Burns personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of SKIHOME, LLC, a Texas limited liability company, and that said document was signed by him on behalf of said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and he acknowledged to me that he executed the SUNSHINE SKI HOME PLAT AMENDMENT.

Justin Sarver
A Notary Public commissioned in Texas

Printed Name
Justin Sarver

Residing in: Texas

My commission expires: 06/29/2020



NOTES

- This plat is subject to the Conditions of Approval in Ordinance 2018-29.
- Record bearings and distances, when different from measured, are shown in parenthesis ().
- Refer to Records of Survey S-9328 and S-9470.
- At the time of this plat amendment, the property is located in Zone A0 as shown on the Flood Insurance Rate Map of the Federal Emergency Management Agency, Panel 919, Map Number 49043C0919C, and has an effective date of March 16, 2006.

SUNSHINE SKI HOME PLAT AMENDMENT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1



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 2nd

DAY OF October, 2018

BY S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 23RD DAY OF MAY, 2018

BY CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 7th DAY OF November, 2018

BY G. Ryan Taha
PARK CITY ENGINEER

APPROVAL AS TO FORM

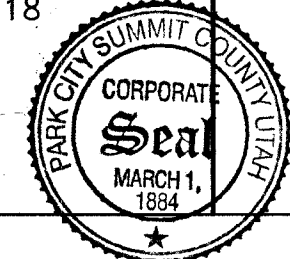
APPROVED AS TO FORM THIS 8th DAY OF November, 2018

BY M.D. Hargis
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 7TH DAY OF JUNE, 2018

BY Mayor



CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL THIS 7TH DAY OF JUNE, 2018

BY Park City Recorder

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF COALITION TITLE

\$32.00 FEE

C. Willoughby - deputy RECORDER

TIME 3:24pm DATE 11/14/18 ENTRY NO. 1101664

SUNSHINE SKI HOME PLAT AMENDMENT

LOT A, SUNSHINE SKI HOME PLAT AMENDMENT
LOCATED IN
SNYDER'S ADDITION TO PARK CITY SURVEY, BLOCK 55
(1064 Park Avenue)
March 17, 2020

PROJECT INTENT

Sunshine Ski Home Plat Amendment, recorded on November 14, 2018, as Entry No. 1101664 created Lots A and B. The subject of this application is Lot A, which is 1064 Park Avenue.

A duplex dwelling is currently under construction on Lot A at 1064 Park Avenue. The building is configured on the lot that places Unit A (west unit) facing Park Avenue and Unit B (east unit) is behind Unit A. Due to a sanitary sewer easement that encumbers the easterly portion of the lot about 15 to 20 feet from the easterly property line, Unit B is divided into two structures. The primary building of Unit B is west of the sanitary sewer easement and shares a common wall with Unit A. An accessory structure appurtenant to Unit B is between the sanitary sewer easement and the easterly property boundary. Both units will have driveway and garage access from platted 11th Street, which intersects with Park Avenue. The garage and driveway for Unit B will be at the accessory building appurtenant to Unit B

This application proposes to create a two-unit condominium plat from the duplex. The title of the proposed plat is 1064 Park Avenue Condominiums.

LOT A
SUNSHINE SKI HOME
SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
RECORD OF SURVEY
SUMMIT COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold License No. 7248891, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plat is a correct representation of said survey.

LEGAL DESCRIPTION

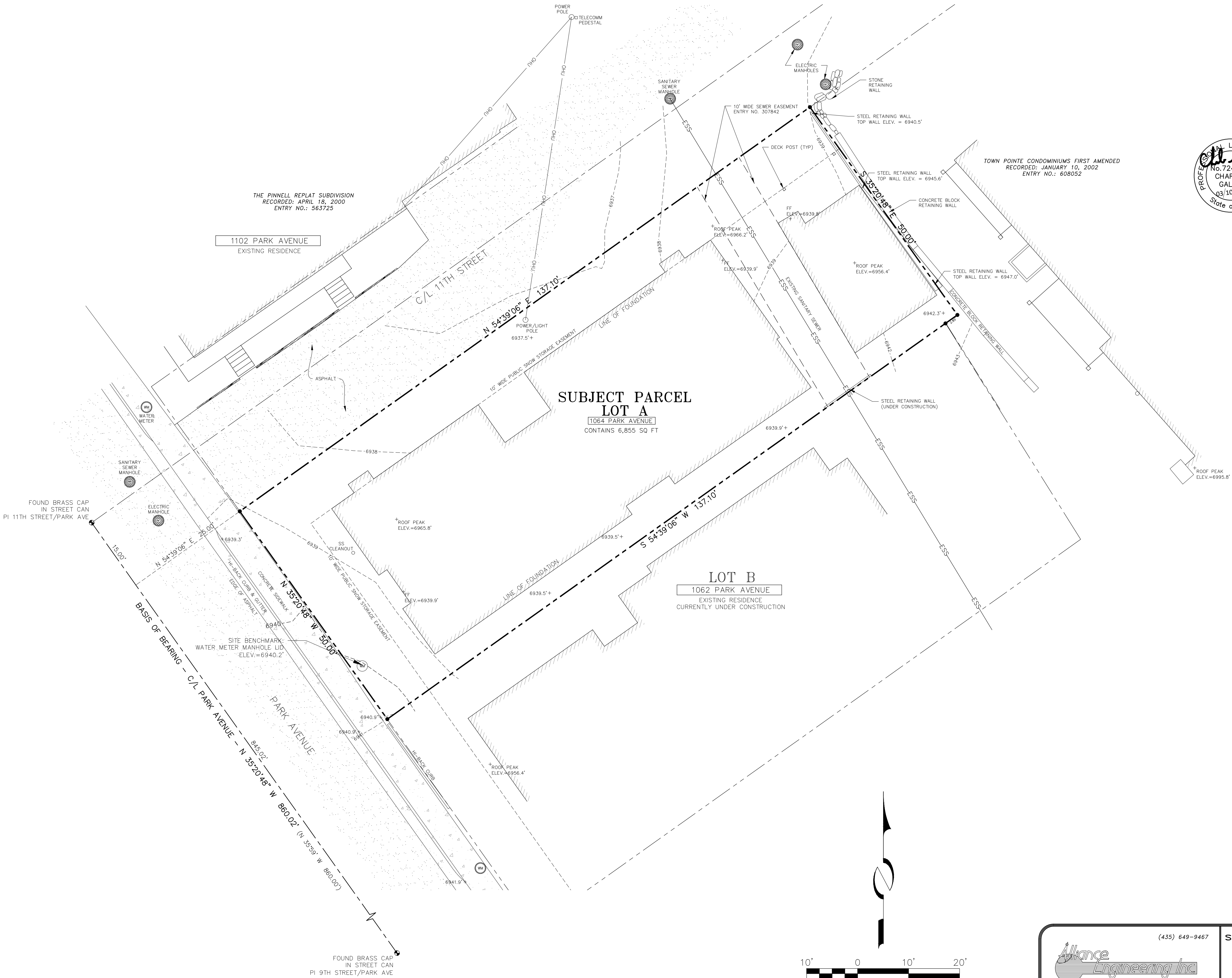
All of Lot A, Sunshine Ski Home Plat Amendment recorded November 14, 2018 as Entry No. 1101664 on file and of record at the Summit County Recorder's office.

NOTES

1. Basis of Bearing for this survey is between the found street monuments as shown on this plat.
2. Field work for this survey was completed January 11, 2018 and February 28, 2020, and is in compliant with generally accepted industry standards for accuracy.
3. The purpose of this survey was to prepare an Existing Conditions and Topography survey for the creation of a condominium plat of the property.
4. A Title Report was not provided to the surveyor and only easements per subdivision plat were shown and located as part of this survey. The surveyor found no obvious evidence of easements, encroachments or encumbrances on the property surveyed except as shown hereon.
5. Recorded deeds, Town Pointe Condominiums First Amended Plat, Sunshine Ski Home Plat Amendment, recorded surveys S-5957, S-6279, S-6752, S-9326 and S-9470 (all on file and of record in the Summit County Recorder's Office), and physical evidence found in the field were all used to determine the boundary as shown on this plat.
6. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
7. Property corners were set as shown.
8. Record bearings and distances, when different from measured, are in parenthesis ().
9. Site Benchmark: Water Meter Manhole Lid Elevation=6940.2' as shown.
10. Snow coverage at the time of the survey was approximately 12-18" and the entire Subject Property and the neighboring property (1062 Park Avenue) were under construction at the time of the survey. As a result, monuments, improvements, and/or conditions may exist which are not shown on this survey.
11. Elevations for this survey are NAVD 88 and were determined using the Utah Turn GPS network.

LEGEND

- Set 5/8" rebar w/cap
- "ALLIANCE ENGINEERING"
- (Unless noted otherwise)
- Found Street Monument (As-Noted)



 (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street, P.O. Box 2664, Park City, Utah 84060-2664	STAFF: CHARLES GALATI MARSHALL KING JASON WYNNE TOM LUND DATE: 3/10/2020	1064 PARK AVENUE EXISTING CONDITIONS & TOPOGRAPHIC MAP FOR: KEVIN BURNS JOB NO.: 4-2-20 FILE: X:\SnydersAddition\dwg\sr\sr\2020\1064 Park Ave\ROS TOPO.dwg	SHEET 1 OF 1



SUBJECT
PROPERTY



(435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
RYAN BETZ
MARSHALL KING
DATE: 2/28/20

AERIAL PHOTOGRAPH
1064 PARK AVENUE
BLOCK 55, SNYDER'S ADDITION
FOR: SKIHOME, LLC
JOB NO.: 1-1-18 & 5-2-18
FILE: X:\SnydersAddition\Docs\PlatApplications\1064 park ave-ortho.dwg

SHEET
1
OF
1



1064 Park Avenue - looking easterly



1064 Park Avenue - looking southerly



1064 Park Avenue - looking northerly



1064 Park Avenue - looking westerly



Planning Commission Staff Report

Subject: Snow Park Residences, St. Regis Deer Valley Phase 2
Author: Alexandra Ananth, Senior Planner
Date: April 22, 2020
Type of Item: Administrative – Condominium Plat

PLANNING DEPARTMENT

Project Number:	PL-20-04471
Applicant:	SRDV Partners, LLC
Location:	2290 Deer Valley Drive East
Zoning:	Residential Development (RD-MPD)
Adjacent Land Uses:	Ski resort and related uses, hotels/condominium units, open space, single-family residences and lots, parking
Reason for Review:	Condominium Plats require Planning Commission review and City Council approval

Recommendation

Staff recommends the Planning Commission hold a Public Hearing for the Snow Park Residences Condominiums Plat located at 2290 Deer Valley Drive East and consider forwarding a positive recommendation to the City Council for their May 14, 2020 meeting based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached Draft Ordinance.

Executive Summary

This is an application for the Snow Park Residences Condominium Plat, Phase 2 of the larger St. Regis Deer Valley project. The Snow Park Residences includes a four story condominium building with one (1) level of underground parking, nine (9) condominium units, meeting space, and support commercial space. In accordance with the St. Regis' Housing Mitigation Plan (Exhibit A), two (2) affordable units will also be constructed as part of Phase 2, one in the Phase 2 building and one in the existing funicular building.

Background

The St. Regis Hotel is located at 2300 Deer Valley Drive East and consists of two (2) parcels, the Roosevelt Gap parcel (the upper hotel parcel) and the Snow Park parcel (lower funicular parcel). The hotel property (upper parcel) has access via the funicular (lower Snow Park parcel) on Deer Valley Drive East, as well as from Deer Crest Estates Drive within the Deer Crest gates.

The property is subject to the 1995 Deer Crest Settlement Agreement (Exhibit B), the

2001 Deer Crest Hotel Conditional Use Permit (known as the Rosewood CUP or "Hotel CUP" for the purposes of this Staff Report) and the 2011 Amenity Club Conditional Use Permit which was recently amended to expand the membership cap and allow 2,183 square feet within the Phase 2 building to be used as Amenity Club space.

The Hotel CUP allows a total density of 130 residential Unit Equivalents (UE's) with 99.5 UE's at Roosevelt Gap and 30.5 UE's at Snow Park. All of the UE's at Roosevelt Gap and 1 Unit (plus 2 Deed Restricted Units) at Snow Park have been constructed. The remaining, 29.5 UE's, at Snow Park will be constructed with Phases 2 and 3 of the Hotel CUP.

Hotel CUP

On February 28, 2001, a Conditional Use Permit for a hotel development was approved for this property. On July 25, 2001, the Hotel CUP was amended by the Planning Commission to consolidate buildings on the Roosevelt Gap parcel. On March 24, 2004, further amendments were approved to reconfigure the location of the buildings at the Snow Park parcel, relocate the upper funicular terminal to be attached to the Roosevelt Gap building, reduce the overall allowed building mass at the Roosevelt Gap parcel by transferring 5.5 UE to the Snow Park parcel, decrease the parking at Roosevelt Gap from the 155 approved with the CUP (105 overnight plus 50 day-use spaces) to 146 (maximum of 105 for overnight parking with 41 for day-use) with 67 spaces at Snow Park at full build out of Phase 2, and to modify the proposed residential ownership program to allow interval/club ownership in the RC zoned portions.

On May 11, 2005, the Planning Commission approved further amendments to the Hotel CUP to relocate the Snow Park condominium buildings lower on the slope, revise the access drive at Snow Park, further revise the funicular approach, and allow phasing of the Roosevelt Gap low rise portion of building. Construction of the first phase (the Hotel) was completed in November of 2009 and included 105 Condominium/Hotel rooms, a restaurant, bar, and spa and the funicular buildings at Snow Park.

On June 18, 2009, the City Council upheld an April 22, 2009, Planning Commission approval of an amendment to the Hotel CUP to allow the final certificate of occupancy to be issued with 67 surface parking spaces at Snow Park. This surface parking will be replaced with structured parking upon completion of the Snow Park condominium buildings and parking structures which are considered Phase 2 and Phase 3 of the Hotel CUP. This CUP was amended in April 2016 to adjust the phasing further.

The applicant is currently in the process of building Phase 2 of the Hotel, just south of the existing funicular building. Phase 2 includes a four story condominium building with one (1) level of underground parking, nine (9) condominium units as well as support commercial and meeting room space that will be operated as part of the

Hotel for the benefit of condominium owners and hotel guests. This second phase consists of approximately 12.2 UE's. The third phase consists of the north parking structure and condominium units above, approximately 17 UE's. It is a Condition of Approval of the 2016 amendment to the Hotel CUP that a complete building permit application for Phase 3 be submitted by December 31, 2020, or their CUP approval for Phase 3 shall expire (Exhibit C).

Analysis

The proposed Condominium Plat has been reviewed for compliance with the following Land Management Code Sections: [15-4-12](#), [15-7.1-3\(C\)](#), [15-12-15\(B\)\(9\)](#).

The Snow Park Residences are located in the Residential Development (RD) zone but the upper hotel parcel is located in the Recreation Commercial (RC) zone. The Snow Park parcel is also subject to the Deer Valley Large Scale Master Planned Development Permit (DV MPD). The DV MPD was originally approved in September 1977, and has been amended and restated twelve (12) times. The most recent Twelfth Amendment was approved on November 30, 2016 (Exhibit D). Among other things, the DV MPD authorizes Density within the Deer Valley area.

The Snow Park Village, which the Hotel is a part of, is subject to and is required to utilize the Unit Equivalent Formula. Residential Unit Equivalents for Multi-Family Dwellings is calculated on the basis of one (1) Unit Equivalent per 2,000 square feet and portions of Unit Equivalents for additional square feet above or below 2,000. For example: 2,460 square feet of a multi-family unit shall count as 1.23 Unit Equivalents.

As stated earlier, the Hotel CUP allows a total density of 130 residential Unit Equivalents (UE's) with 99.5 UE's at Roosevelt Gap and 30.5 UE's at Snow Park. All of the UE's at Roosevelt Gap and 1 Unit (plus 2 Deed Restricted Units which do not count towards total Unit Equivalents) at Snow Park have been constructed. The remaining, 29.5 UE's, at Snow Park will be constructed as Phases 2 and 3 of the Hotel CUP.

The Housing Authority approved an overall housing obligation equal to 12 AUEs for the St. Regis. A total of 9.865 AUEs were satisfied in Phase 1 of the project. Two (2) rental units totaling 1,492 SF (1.865 AUEs) were incorporated within the funicular building as part of Phase 1. Eight (8) units were fulfilled through payment of an in-lieu fee totaling \$692,880. The remaining obligation of 2.135 AUEs (1,708 SF) are to be incorporated into Phases 2 and 3 of the project also allowing that one (1) AUE be fulfilled off site. In August 2019 the Housing Authority approved a 1st Amendment to the Housing Mitigation Plan (Exhibit C) that splits the requirement proportionally between Phases 2 and 3. 1.135 AUE's (908 SF) will be provided in the Phase 2 building and 1 AUE (800 SF) in Phase 3. It is a condition that the Owner fulfills 1.135 AUEs for Phase 2 prior to the issuance of the Certificate of Occupancy for any of the Phase 2 market units and that the fulfillment of AUEs for Phase 2 must be built on Site. The applicant is locating one (1) 449 SF AHU in the new Phase 2 building on the second floor (AHU-1) and is creating one (1) new affordable unit (459 SF) in the funicular building adjacent to the two (2) existing affordable units in this building and in an area that used to be used as an office and hotel storage, fulfilling their obligation.

Parking is required based on LMC requirements in effect at the time of building permit application. A detailed parking analysis was done in 2016 for the CUP when the timing of Phases 2 and 3 was addressed. The nine (9) residential units in Phase 2 require 18 parking stalls plus one for each of the two (2) affordable units. A proposed restaurant use required 12 additional parking stalls bringing the total parking requirement to 32 stalls. The underground parking garage for the Phase 2 building accommodates 35 parking stalls meeting the requirement. Amenity Club space has no parking requirement. Support Commercial and Meeting Space are limited to up to 5% each of the gross floor area per the Deer Crest Settlement Agreement as amended. See the Planning Department's Parking and Unit Equivalent Analysis (Exhibit E). The applicant also submitted a Parking Table showing the total number of parking stalls provided during and after each phase of construction (Exhibit F).

A total of 374 parking spaces are required for the entire Hotel, with a maximum of 157 spaces allowed at Roosevelt Gap and the remaining spaces required at Snow Park (north and south sites). The applicant expects to have 430 stalls available upon completion of Phase 2 and 444 parking stalls available upon completion of the project. A Traffic and Parking Study by Hales Engineering was submitted as part of the 2019 expansion of the Deer Crest Amenity Club concluded that the Hotel has sufficient parking for all of the existing and proposed uses.

The proposal complies with LMC lot and site requirements of the RD Zoning District, the Settlement Agreement and the DV MPD as described below.

	RD Zoning District and/or DV MPD
Lot Size	No minimum lot size. Lot 4 is approximately 0.57 acres (24,685 square feet). <u>Complies</u>
Front yard setbacks	Minimum 25 feet to front facing garage, 20 feet to building. Proposed front setback is ~39'. <u>Complies</u> .
Rear yard setbacks	Minimum 15 feet rear setbacks. Proposed rear setback is > 15'. <u>Complies</u> .
Side yard setbacks	Minimum 12 feet side setbacks. Proposed side setback is 13.93'. <u>Complies</u> .
Building Height Per Settlement Agreement: Up to 45 feet	The building contains 4-stories with one level of underground parking. Building height is 31'-2". Zone height is 28 feet but Settlement Agreement allows for height up to 45 feet. <u>Complies</u> .
Parking	Per LMC, based on unit sizes, 20 spaces are required for the 9 units and 2 affordable units. 12 stalls are required for the restaurant. The Garage level includes 35 parking stalls. <u>Complies</u> .

Architectural Design	The building was reviewed and approved by staff in accordance with LMC Chapter 15-5 , Architectural Design Guidelines at the time of Building Permit. <u>Complies.</u>		
Residential Units	9 market rate units are proposed ranging from 1,945 square feet to 4,155 square feet plus one 449 square foot affordable unit (total of 24,910 square feet). <u>Complies.</u>		
Commercial Area Per Settlement Agreement: Support Commercial and Meeting Space are limited to up to 5% each of the gross floor area	Total Commercial Area is 4,540 including a 2,357 square feet restaurant on Level 1, and 2,183 square feet of Amenity Club space. Support Commercial and Meeting Space are limited to up to 5% each of the gross floor area per the Deer Crest Settlement Agreement. <u>Complies.</u>		
Residential Accessory uses (Guest amenities)	Besides the 2,183 square feet of Amenity Club space there is a 2,315 square foot Media/Library room also on Level 1. The total Commercial and Meeting Area space for the Hotel complies with the 10% limit of gross floor area. <u>Complies.</u>		
Affordable Housing	1.135 AUEs are required for Phase 2. One 449 SF unit will be located in the Phase 2 building and one 459 SF unit will be located in the funicular building. <u>Complies.</u>		
Density Summary Per Settlement Agreement: Support Commercial and Meeting Space are limited to up to 5% each of the gross floor area	Unit 201 202 203 301 302 303 401 402 403 AHU-1 AHU-2 24,910 <u>Complies.</u>	SF 2925 2249 1945 2925 2249 2545 2934 4155 2534 449 459 12.23	UE's 1.46 1.12 0.97 1.46 1.12 1.27 1.47 2.08 1.27 0.0 0.0 12.23

Consistency with the Park City General Plan

The Lower Deer Valley Neighborhood is a mix of large single family estate homes and dense multifamily units as development approaches the resort base. This resort neighborhood includes a mix of resort-oriented housing and visitor amenities. Housing in this neighborhood is primarily used as second homes as well as nightly rentals supporting the resort. Development clusters exist within pods and each pod is surrounded by recreation open space. An extensive single track trail system provides for hiking and biking in the summer and connects Deer Valley to the Main Street Area.

Expanding ownership opportunities in a measured way is consistent with the goals and objectives of the Park City General Plan for this neighborhood. The proposed phased expansion at Snow Park has been contemplated since the original Hotel CUP approval in 2001 and the additional units are allowed under the total UE's approved for this location. The St. Regis utilizes a guest shuttle service that is available to owners and guests for transportation to and from the St. Regis, the ski resorts and the Main Street core. The applicants will continue to operate this shuttle service with the proposed expansion in residential units.

Good Cause

Staff finds Good Cause for this Condominium Plat as it is consistent with the density, maximum height, location and uses identified in the approved Deer Valley Settlement Agreement, the Deer Valley Master Planned Development and the most recently amended Hotel CUP. The project is in keeping with the goals of the General Plan for the Deer Valley neighborhood and adds two additional deed restricted employee units. Approval of the Condominium Plat will allow for the sale of individual units.

Department Review

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

Notice

On April 8, 2020, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record and on the Utah Public Notice website on April 8, 2020 as well.

Public Input

No public comments have been received on this application prior to the issuance of this Staff Report.

Alternatives

- The Planning Commission may conduct a public hearing, discuss the proposal and forward a positive recommendation to the City Council for the Snow Park Residences Condominiums Plat as conditioned or amended. **This is Staff's recommendation.**
- The Planning Commission may forward a negative recommendation to City Council

for the Snow Park Residences Condominiums Plat and direct staff to make Findings for this decision.

- The Planning Commission may continue this item to a date certain.

Significant Impacts

There are no significant fiscal or environmental impacts that result from this application. Platting the condominium units allows individual units to be sold.

Consequences of not taking the Suggested Recommendation

Individual units could not be sold as anticipated.

Recommendation

Staff recommends the Planning Commission hold a Public Hearing and consider forwarding a positive recommendation to the City Council based on the Findings of Fact, Conclusions of Law and Conditions of Approval as found in the draft Ordinance.

Exhibits

Draft Ordinance

Exhibit A – First Amended Affordable Housing Mitigation Plan for the St. Regis Hotel
Deer Valley

Exhibit B – Deer Crest Settlement Agreement

Exhibit C – Hotel CUP Action Letter Dated April 18, 2016

Exhibit D – Deer Valley Resort Twelfth Amended and Restated Large Scale MPD
Permit

Exhibit E – Planning Department's Parking and Unit Equivalent Analysis

Exhibit F – Parking Table from Applicant Showing Available Parking During and After
Each Phase of Construction

Ordinance No. 2020-XX

AN ORDINANCE APPROVING THE SNOW PARK RESIDENCES CONDOMINIUM PLAT AT 2290 DEER VALLEY DRIVE EAST

WHEREAS, the owner of the property located at 2290 Deer Valley Drive East have petitioned the City Council for approval of a Condominium Plat; and

WHEREAS, on April 8, 2020, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on April 8, 2020, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on April 22, 2022, to receive input on the Condominiums Plat; and

WHEREAS, the Planning Commission, on April 22, 2022, forwarded a positive recommendation to the City Council; and,

WHEREAS, on May 14, 2020, the City Council held a public hearing to receive input on the Condominiums Plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Snow Park Residences Condominium Plat at 2290 Deer Valley Drive East.

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

SECTION 1. APPROVAL. The Snow Park Residences Condominium Plat, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The St. Regis Deer Valley Phase 2 Snow Park Residences Condominium Plat is located at 2290 Deer Valley Drive East.
2. This application is a part of a larger Master Planned Development known as the Deer Crest Annexation MPD and is subject to the 1995 Deer Crest Settlement Agreement, as amended in December of 1998 and also in April 6, 2001, by the City Council.
3. On February 28, 2001 Planning Commission approved the Deer Crest Hotel CUP (formally known as the Rosewood CUP). Amendments to the CUP were approved by the Planning Commission on July 25, 2001, March 24, 2004, May 11, 2005, April

22, 2009, and April 23, 2014, and April 13, 2016. The City Council denied an appeal of the April 22nd approval on June 18, 2009.

4. The density of 99.5 residential unit equivalents at Roosevelt Gap, 30.5 residential unit equivalents for Snow Park (total of 130 unit equivalents) and up to 5% of the gross floor area for support commercial uses with an additional 5% gross floor area for meeting space on the 12.07 acre development site is consistent with the Deer Crest Settlement, as amended.
5. The Hotel is located in the RD (Residential Development) and RC (Resort Commercial) zoning districts subject to the Deer Crest Settlement Agreement and MPD. Phase 2, the Snow Park Residences is located in the RD zone.
6. A total of 105 overnight parking spaces, and up to 41 day use spaces, are allowed at the Roosevelt Gap site. Eight of these spaces are provided as tandem spaces for valet parking. The amended Settlement Agreement, allowed the Planning Commission to approve overnight parking in conjunction with a luxury hotel and upon demonstration that the remainder of the (Deer Crest) project has been modified to result in no net increase of traffic on Keetley Road.
7. A total of 374 parking spaces are required for the entire Hotel, with a maximum of 157 spaces allowed at Roosevelt Gap and the remaining spaces required at Snow Park (north and south sites). The applicant expects to have 444 parking stalls available upon completion of the project and 430 stalls available upon completion of Phase 2.
8. A Traffic and Parking Study by Hales Engineering as part of the 2019 expansion of the Deer Crest Amenity Club at the St. Regis determined that the Hotel has sufficient parking for all of the existing and proposed uses.
9. It is the desire of the applicant to build out the St. Regis in three phases. The first phase is complete and consists of the 105 Roosevelt Gap hotel/condominiums (99.5 UE), including a restaurant, bar, and spa; the funicular and funicular building at Snow Park (the funicular building contains one condominium unit, common area for the hotel lobby and check in, back of house hotel uses, and two affordable housing units); and a temporary sales office with surface parking.
10. This application is for the second phase and consists of the south parking structure at Snow Park (35 stalls) with nine (9) condominium units above (approximately 12.2 UE's). The third phase consists of the north parking structure and condominium units above (approximately 17 UE's). The total density approved for Snow Park is 30.5 UEs.
11. Staff finds Good Cause for this Condominium Plat as it is consistent with the density, maximum height, location and uses identified in the approved Deer Valley Settlement Agreement, the Deer Valley Master Planned Development and the most recently amended Hotel CUP.
12. The project is in keeping with the goals of the General Plan for the Deer Valley neighborhood and adds two additional deed restricted employee units.
13. The applicant is creating a Condominium Plat so that the nine (9) condominium hotel units can be sold as individual units creating the Snow Park Residences.
14. All Conditions of the Hotel CUP's shall continue to apply and remain in full force and effect.

15. All findings within the Analysis section and the recitals above are incorporated herein as Findings of Fact.

Conclusions of Law:

1. There is good cause for this Condominium Plat as it will allow for the sale of the nine (9) units and the creation of two (2) affordable units.
2. The Condominium Plat is consistent with the Park City Land Management Code including Sections 15-4-12, 15-7.1-3(C) and 15-12-15(B)(9) and applicable State Law regarding Condominium Plats.
3. Neither the public nor any person will be materially injured by the proposed Condominium Plat.
4. Approval of the Condominium Plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Condominium Plat for compliance with State Law, the Land Management Code, and the Conditions of Approval, prior to recordation of the Plat.
2. The applicant will record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All conditions of approval of the 1995 Deer Crest Settlement Agreement, as amended, continue to apply.
4. All conditions of approval of the Deer Crest Hotel CUP approved on February 28, 2001 (then known as the Rosewood CUP) and amended by the Planning Commission on July 25, 2001; March 24, 2004; May 11, 2005; and April 22, 2009 (with final approval by the City Council on appeal on June 18, 2009), April 23, 2014; and April 13, 2016, shall continue to apply.
5. The two (2) new deed restricted housing units shall be a minimum of 449 and 459 sf respectively, to meet the requirement of 1.135 AUE consistent with the 1st Amendment to the Housing Mitigation Plan for Phase 2 of the St. Regis. One AUE is equivalent to 800 sf according to the Development Agreement.
6. Deed Restrictions for the AUEs, approved by the City in accordance with the applicable Housing Resolution, shall be recorded prior to plat recordation, and Certificates of Occupancy shall be issued for these units prior to the issuance of Certificates of Occupancy for any of the market rate units.
7. The CCRs shall limit the HOA dues related to the deed restricted employee housing units in order to ensure the units remains affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees) to ensure that the unit doesn't lose its affordability due to such fees. The CCRs shall be submitted with the Condominium Plat for review and approval by the City prior to final Condominium Plat recordation.

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

PASSED AND ADOPTED this 14 day of May 2020.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

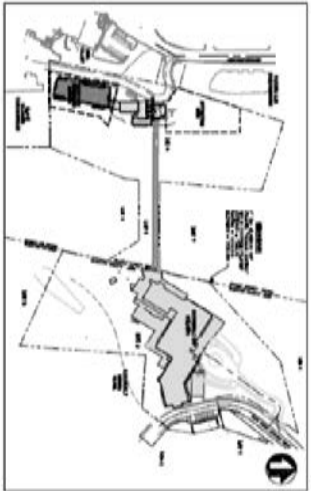
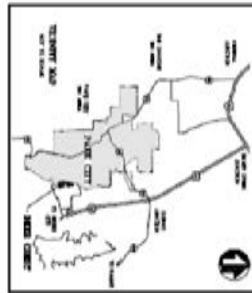
City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 –

GENERAL NOTES



1. The project is located on the northeast corner of the intersection of 10th Avenue and 11th Avenue, within the City and County of Denver, Colorado. The project is a part of the City and County of Denver's Comprehensive Plan, which is a long-range plan for the city. The project is located within the City and County of Denver's Urban Growth Area, which is the area of the city that is expected to grow in the future. The project is located within the City and County of Denver's Urban Growth Area, which is the area of the city that is expected to grow in the future.

2. The project is a multi-unit residential development consisting of 100 units. The units are arranged in a row along 10th Avenue. The project is located within the City and County of Denver's Urban Growth Area, which is the area of the city that is expected to grow in the future. The project is located within the City and County of Denver's Urban Growth Area, which is the area of the city that is expected to grow in the future.

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PLAT DATA APPROVED BY: _____ DATE: _____ APPROVED BY: _____ DATE: _____ APPROVED BY: _____ DATE: _____	GENERAL INFORMATION PROJECT NAME: _____ PROJECT ADDRESS: _____ PROJECT CITY: _____ PROJECT STATE: _____ PROJECT ZIP: _____	OWNER INFORMATION OWNER NAME: _____ OWNER ADDRESS: _____ OWNER CITY: _____ OWNER STATE: _____ OWNER ZIP: _____	DESIGNER INFORMATION DESIGNER NAME: _____ DESIGNER ADDRESS: _____ DESIGNER CITY: _____ DESIGNER STATE: _____ DESIGNER ZIP: _____	RECORDING INFORMATION RECORDING OFFICE: _____ RECORDING DATE: _____ RECORDING FEE: _____
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LEGAL DESCRIPTION

The Snow Park Residences Condominium Plat is located on the northeast corner of the intersection of 10th Avenue and 11th Avenue, within the City and County of Denver, Colorado. The project is a part of the City and County of Denver's Comprehensive Plan, which is a long-range plan for the city. The project is located within the City and County of Denver's Urban Growth Area, which is the area of the city that is expected to grow in the future. The project is located within the City and County of Denver's Urban Growth Area, which is the area of the city that is expected to grow in the future.

CONVEYANCE CERTIFICATE

I, the undersigned, do hereby certify that the Snow Park Residences Condominium Plat is located on the northeast corner of the intersection of 10th Avenue and 11th Avenue, within the City and County of Denver, Colorado. The project is a part of the City and County of Denver's Comprehensive Plan, which is a long-range plan for the city. The project is located within the City and County of Denver's Urban Growth Area, which is the area of the city that is expected to grow in the future. The project is located within the City and County of Denver's Urban Growth Area, which is the area of the city that is expected to grow in the future.



OWNER'S CERTIFICATE

I, the undersigned, do hereby certify that the Snow Park Residences Condominium Plat is located on the northeast corner of the intersection of 10th Avenue and 11th Avenue, within the City and County of Denver, Colorado. The project is a part of the City and County of Denver's Comprehensive Plan, which is a long-range plan for the city. The project is located within the City and County of Denver's Urban Growth Area, which is the area of the city that is expected to grow in the future. The project is located within the City and County of Denver's Urban Growth Area, which is the area of the city that is expected to grow in the future.

DATE: _____

BY: _____

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

SNOW PARK RESIDENCES

CONDOMINIUM PLAT

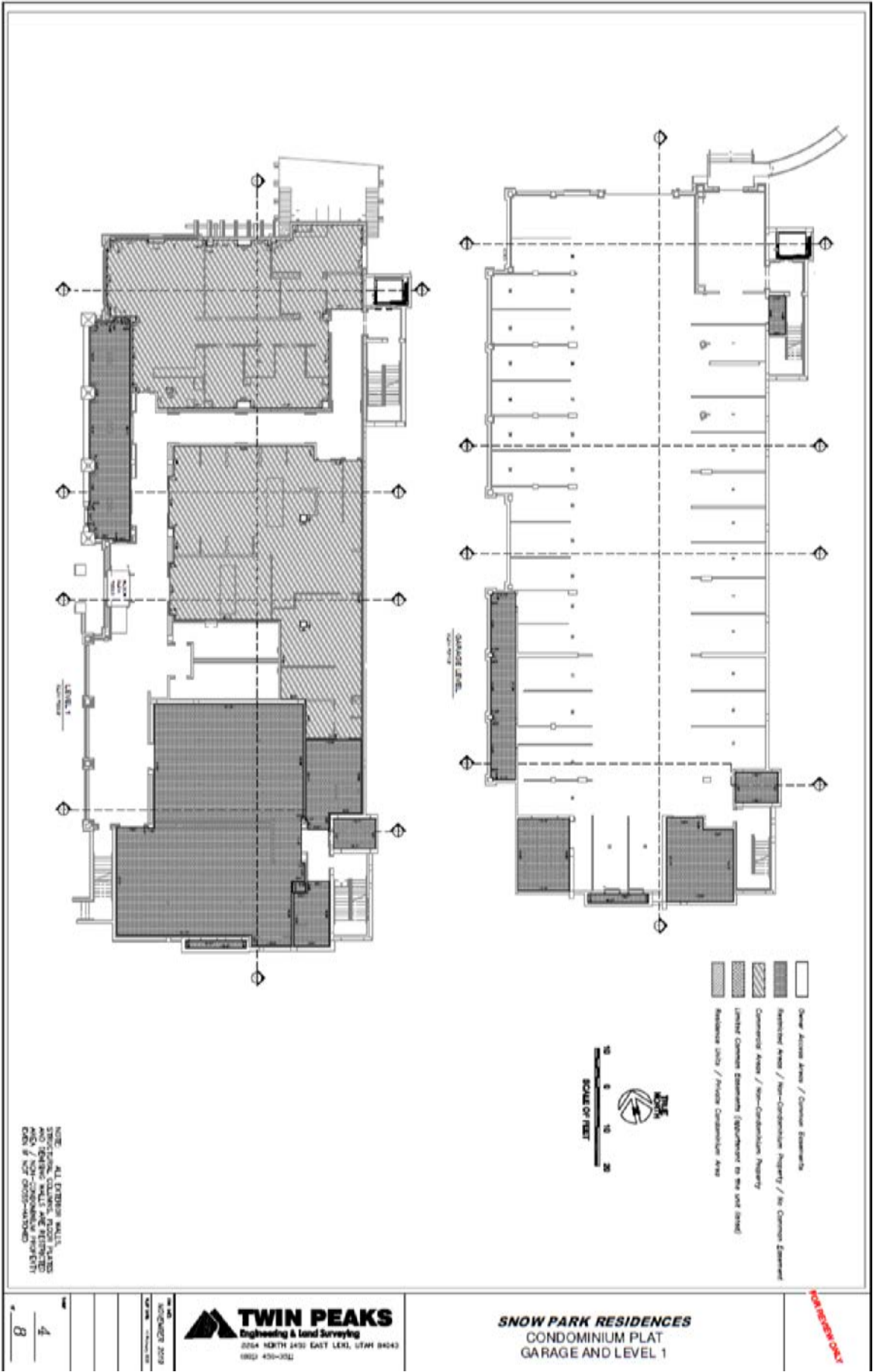
BOOK 118, PAGE 100, RECORDS OF THE CITY AND COUNTY OF DENVER, COLORADO.

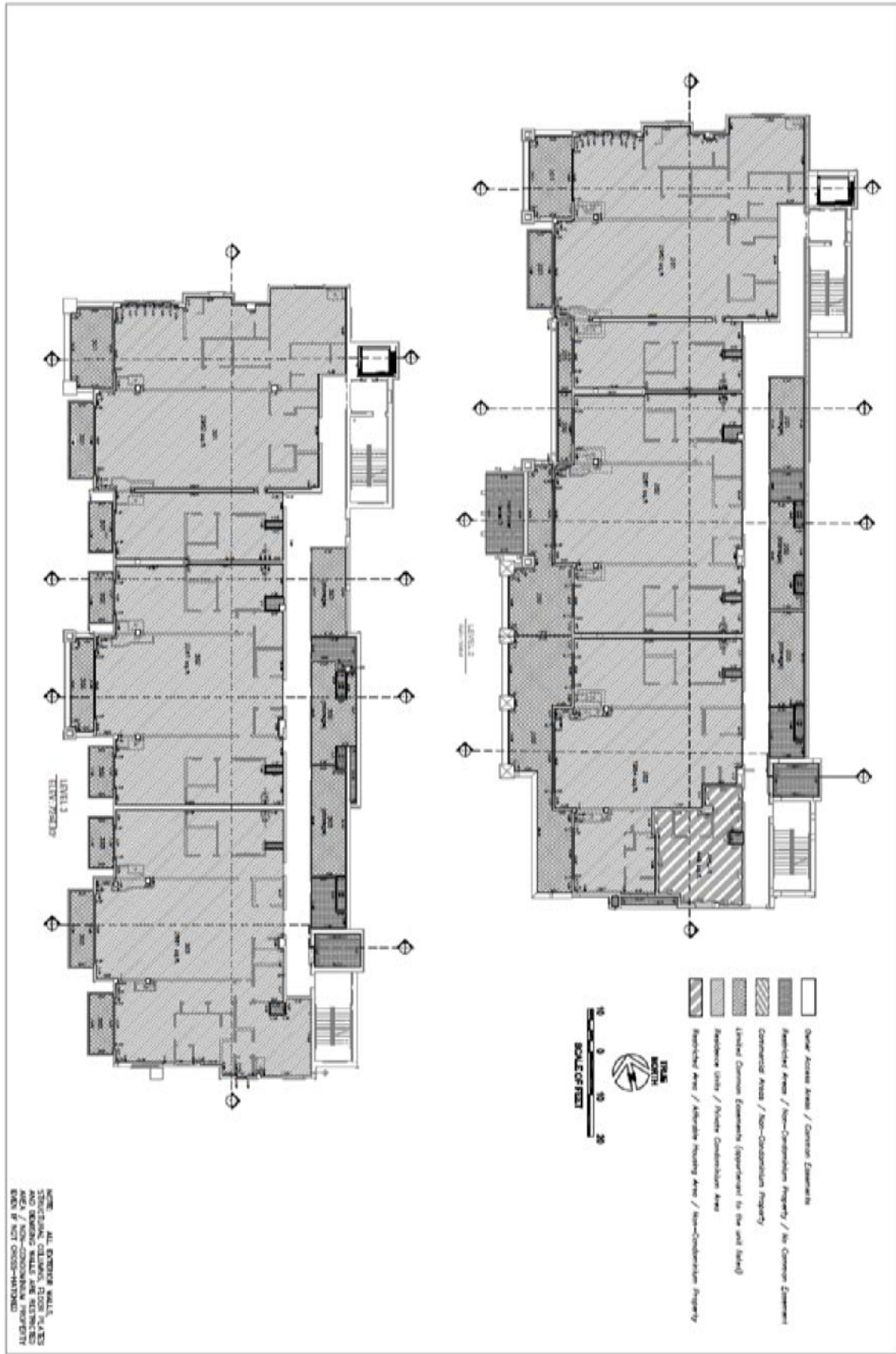


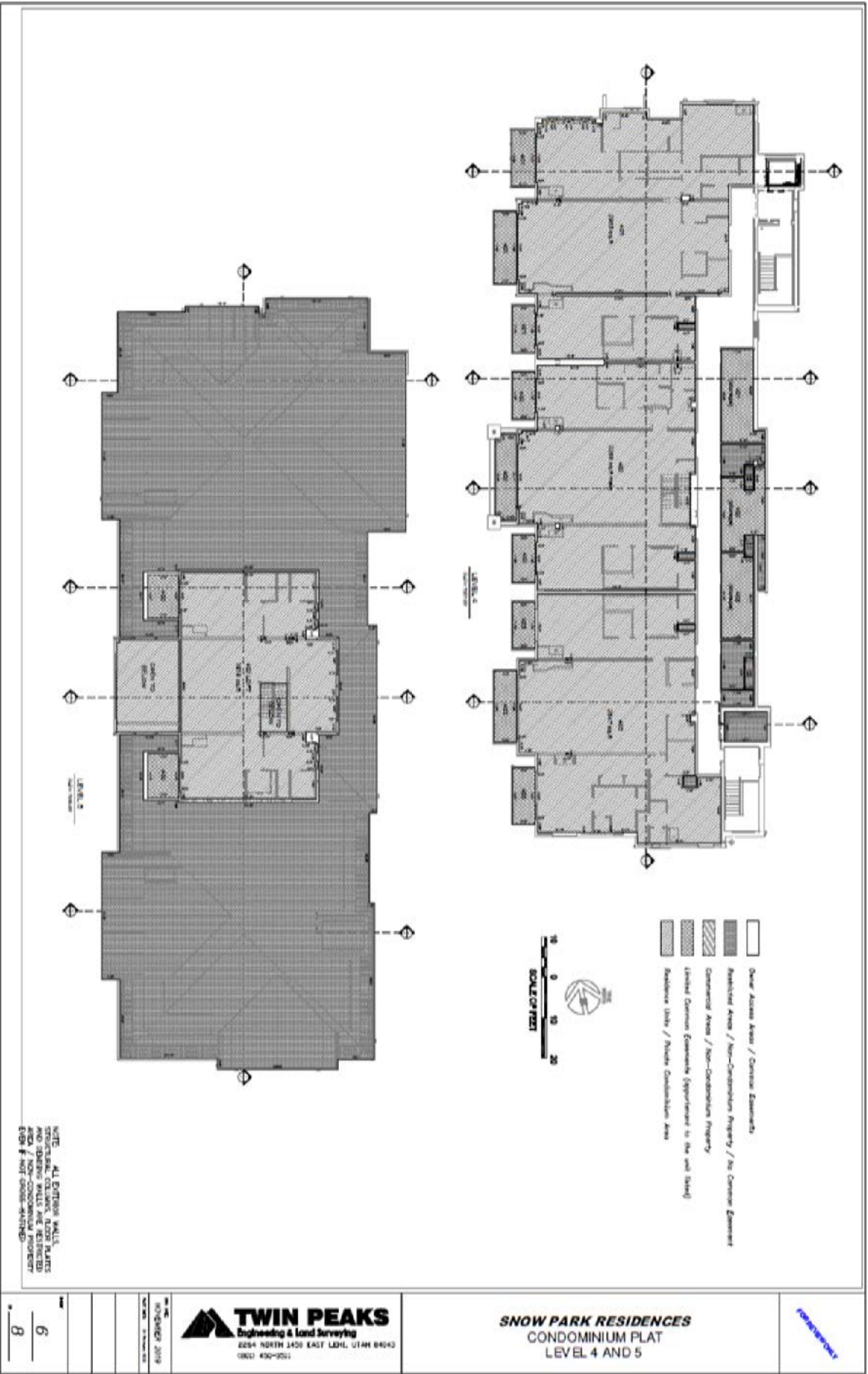
SNOW PARK RESIDENCES

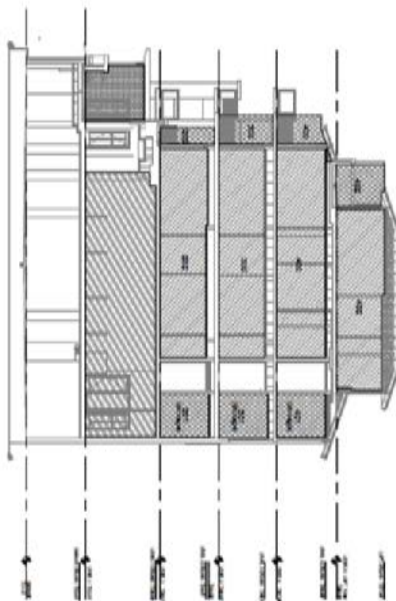
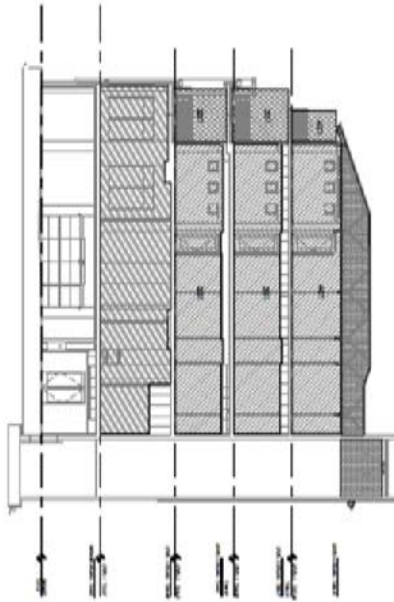
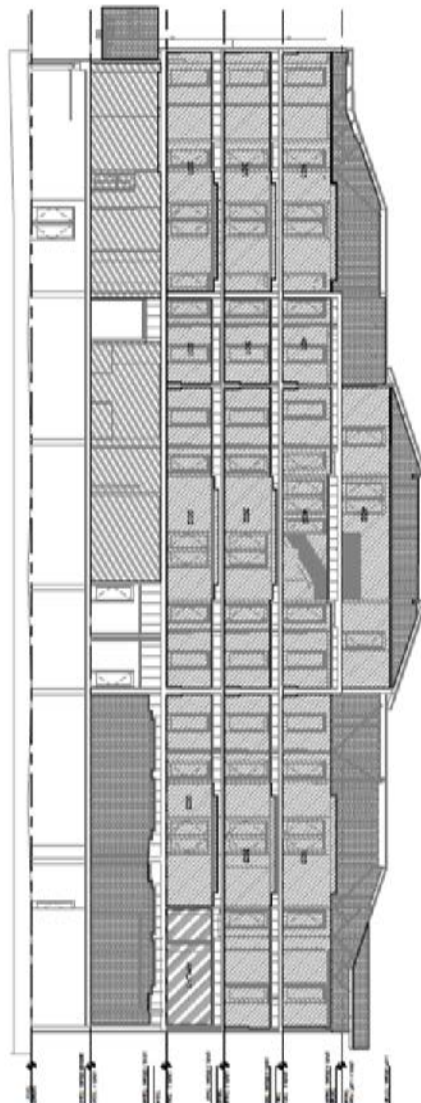
CONDOMINIUM PLAT

OUTSIDE LAND USE

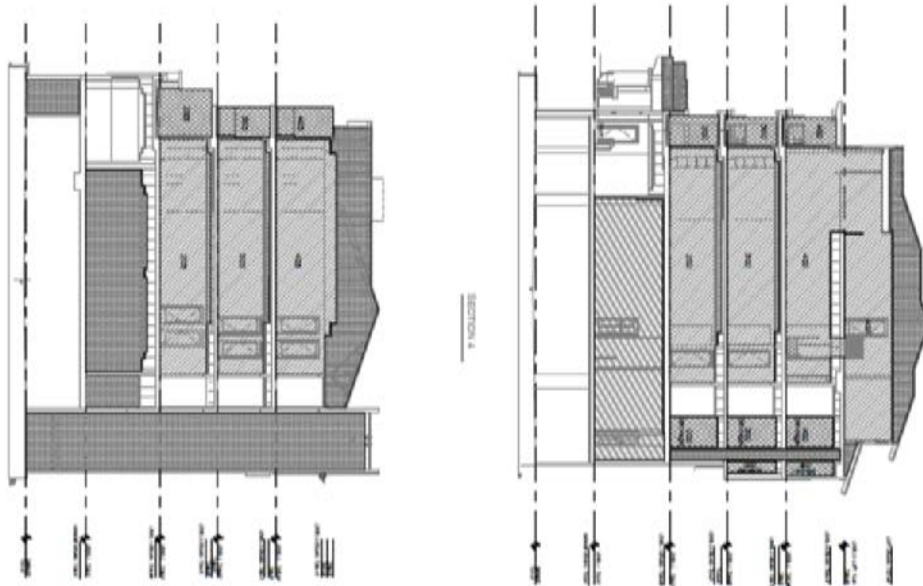








NOTE: ALL EXTERIOR WALLS, STRUCTURAL COLUIMS, PLUMBING, AND ELECTRICAL SHALL BE SHOWN IN THIS AREA / NON-CONDOMINIUM PROPERTY. END # NOT CROSS-HATCHED



NOTE: ALL OUTSIDE WALLS
SHOULD BE FINISHED WITH
A FINISH THAT IS
RESISTANT TO WEATHER
AND BURNING WALLS ARE
REQUIRED FOR ALL
UNITS AND COMMON AREAS
EXCEPT FOR COMMON
AREAS NOT OPEN-ROOFED

**FIRST AMENDED AFFORDABLE HOUSING MITIGATION PLAN FOR THE ST.
REGIS HOTEL DEER VALLEY FINDINGS OF FACT, CONCLUSIONS OF LAW AND
CONDITIONS OF APPROVAL**

WHEREAS, the owners of the St. Regis Hotel at Deer Valley located on Deer Valley Drive have a total housing obligation of 12 AUEs calculated as 10 percent of the approved 120 unit equivalents (UEs) for the project. The mitigation rate was negotiated in the Deer Crest Settlement Agreement and was approved as part of Rosewood Hotel CUP approval on December 12, 2001;

WHEREAS, a total of 9.865 AUEs were satisfied in Phase 1 of the project. Two rental units totaling 1,492 SF (1.865 AUEs) were incorporated within the funicular building as part of phase one. Eight units were fulfilled through payment of an in-lieu fee totaling to \$692,880., and a balance of 2.135 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 housing obligation is subject to the requirements of Housing Resolution 17-99.
2. The Housing Authority approved an overall housing obligation equal to 12 AUEs.
3. A Housing Mitigation Plan was approved on December 12, 2001 by the Housing Authority. Other than as amended herein, its findings of fact, conclusions of law and conditions of approval continue to apply.
4. A total of 9.865 AUEs were satisfied in Phase 1 of the project. Two rental units totaling 1,492 SF (1.865 AUEs) were incorporated within the funicular building as part of phase one. Eight units were fulfilled through payment of an in-lieu fee totaling to \$692,880
5. The remaining obligation of 2.135 AUEs (1,708 SF) were to be incorporated into Phase Two of the project also allowing that one AUE be fulfilled off site.
6. The St. Regis CUP (Phase Two) has been modified to complete the development in two phases (Phases Two and Three). Phase Two is currently under construction directly to the south of the St. Regis funicular building and contains nine condominium units equaling approximately 13.1 Unit Equivalents (UEs). Phase Three is planned for a future date immediately north of the funicular building and will contain approximately 16.4 UEs.
7. The Owner submitted a proposed 1st Amendment to the Housing Mitigation Plan that would Split the requirement proportionally between Phases Two and Three:

1.135 AUEs (908 SF) in the Phase Two building 1 AUE (800 SF) in Phase Three. The 1 AUE required in Phase 3 may be provided within the Phase Three building or it may be provided off-site.

Conclusions of Law:

1. The Owner currently has 2.135 AUEs outstanding
2. The Owner will fulfill 1.135 AUEs prior to the issuance of the Certificate of Occupancy of any of the market units for Phase 2 of the project.
3. The Owner will fulfill the balance of 1 AUEs prior to the issuance of the Certificate of Occupancy of any market units for Phase 3.

Conditions of Approval:

1. The Owner will fulfill 1.135 AUEs prior to the issuance of the Certificate of Occupancy of any of the market units for Phase 2 of the project.
2. The fulfillment of 1.135 AUEs for Phase 2 must be built on-site.
3. The Owner will fulfill the balance of 1 AUEs prior to the issuance of the Certificate of Occupancy of any market units for Phase 3.
4. The fulfillment of the 1 AUE for Phase 3 can be located off site if done prior to the completion of Phase 2. If fulfillment occurs after the completion of Phase 2 than the 1 AUE must be built on site.

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

PASSED AND ADOPTED this 29th day of August 2019.

PARK CITY HOUSING AUTHORITY




Andy Beerman, Chair

Attest:


Michelle Kellogg, City Recorder

Approved as to Form:


Margaret Plane, Special Counsel

SETTLEMENT AGREEMENT

BY AND BETWEEN

**PARK CITY CONSOLIDATED MINES COOMPANY,
a Utah corporation,**

**TRANS-WASATCH COMPANY, L.L.C.,
a Utah limited liability company,**

AND

**PARK CITY MUNICIPAL CORPORATION,
a political subdivision of the State of Utah**

DATED: DECEMBER 29, 1995

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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into as of this _____ of December, 1995, by and between PARK CITY CONSOLIDATED MINES COMPANY, INC., a Utah corporation, TRANS-WASATCH COMPANY, L.L.C., a Utah limited liability company (the "Property Owners") and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah ("Park City").

RECITALS

A. The Property Owners own or control a total of approximately 678 acres of real property more particularly described in Exhibit "A" (the "Property").

B. Park City is named in a legal action filed by the Property Owners in Trans-Wasatch Company, et al. v. Park City Municipal Corporation, Civil No. 930390001, which was originally filed in the Third Judicial District Court, Summit County, State of Utah, on September 10, 1993 (the "Action"). The parties also have additional disputes as of this date that are not alleged in the Action, but which the parties intend to resolve by this Agreement.

C. Without conceding or waiving their respective positions, the parties desire to settle all of their outstanding disputes and to redefine certain rights and obligations between them.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I.

PURPOSE AND INTENT

1.1 The purpose and intent of this Agreement is to provide a framework for the resolution of all outstanding issues and disputes between the parties. This framework, by necessity, makes the full force and effect of this Agreement contingent upon the happening of certain events within the discretion of non-party jurisdictions. The only obligation or representation created upon signing this Agreement is that, upon the deposit into escrow of the building permit referenced in Section 4.5, Property Owners shall diligently pursue and attempt to accomplish the following succession of events as more fully set forth: (a) an amended density determination as outlined in the Development Section of this Agreement (Section V), also defined herein as the Amended Telemark Park Resort, or an amended density determination acceptable to each of the parties; and (b) the abandonment and/or vacation of Keetley Road within the Property. Once both of these events occur, all further contract rights and obligations set forth herein shall vest. Similarly, if either one of these events does not occur, then the remaining obligations, releases and representations contained in this Agreement shall have no force and effect.

1.2 The parties intend that upon completion of the conditions precedent described in Section 1.1, and (a) the installation of temporary gates across Keetley Road, (b) dismissal of the Action with prejudice, and (c) the release of the building permit to improve and pave Keetley Road to the Property Owners, Property Owners shall have the right to use Keetley Road as vehicular access to the development anticipated herein in accordance with the terms and conditions set forth in this Agreement.

II.

THE PROPERTY

2.1 The legal description of the Property, which is the subject of this Agreement, is attached hereto as Exhibit "A" and incorporated into this Agreement by reference. No property may be added to the legal description for purposes of this Agreement without the express written consent of the parties.

2.2 It is understood and acknowledged by the parties that the Property straddles the Wasatch County and Summit County lines and both penetrates and abuts the Park City Municipal Corporation boundary. A portion of the Property lies within Park City city limits, and another portion of the Property lies within the annexation boundary of Park City. Of the approximately 678 acres, 524 acres lie within unincorporated Wasatch County, approximately 84 acres lie within unincorporated Summit County, and approximately 70 acres lie within the Park City Municipal Corporation city limits.

III.

DEFINITIONS

The following terms shall be used throughout this Agreement and, unless specified otherwise, have the following meanings:

3.1 **Property Owners.** The term Property Owners shall mean and refer to Park City Consolidated Mines Company, a Utah corporation, and Trans-Wasatch Company, L.L.C., a Utah limited liability company, as well as the assigns, successors, purchasers and/or transferees of these companies. The term Property Owners shall also mean and refer to the past, present and future officers, directors, shareholders, agents, employees and attorneys of Park City Consolidated Mines Company and Trans-Wasatch Company, only to the extent that it is legally permissible for these companies, acting through their authorized officers or directors, to individually bind or represent such persons or entities.

3.2 **Park City.** The term Park City shall mean and refer to Park City Municipal Corporation, a political subdivision of the State of Utah, its past, present and future members of its City Council, Mayor, City Manager, City Attorney, staff, employees and agents, both personally and in their professional capacities.

3.3 **1991 Density Determination.** The term 1991 Density Determination means and refers to the Wasatch County density determination for the Wasatch County portion of the Property filed in 1991 under Wasatch County Recording No. 158784.

3.4 **Development Plan.** The term Development Plan means and refers to the development anticipated for the entire Property as set forth in Section V, and depicted in Exhibit "B" attached hereto.

3.5 **Amended Telemark Park Resort.** The term Amended Telemark Park Resort shall mean and refer to that development anticipated and described herein for that real property lying within Wasatch County and depicted in Exhibit "C" attached hereto. The Amended Telemark Park Resort generally consists of a plan to construct one ski chair lift (the Slalom Village Chair), and, if feasible, an additional ski chair lift associated with the Telemark Park Village (the US-40 Chair), ski runs, and six distinct communities or neighborhoods known as the Snowtop Neighborhood (as defined and described in Section 5.2.1), the Roosevelt Gap Development (as defined and described in Section 5.2.2), the Slalom Village Development (as defined and described in Section 5.2.3 herein), the Little Baldy Neighborhood (as defined and described in Section 5.2.5 herein), the St. Louis Neighborhood (as defined and described in Section 5.2.4 herein), and the Telemark Park Village (as defined and described in Section 5.2.6 herein).

3.6 **Snowtop/Hidden Hollow.** The term Snowtop/Hidden Hollow means and refers to the development anticipated for that real property as depicted in Exhibit "D" attached hereto and described more fully in Section 5.2.1.

3.7 **Roosevelt Gap Development.** The term Roosevelt Gap Development means and refers to the development anticipated for that real property as depicted in Exhibit "E" attached hereto and described more fully in Section 5.2.2.

3.8 **Snow Park Hotel Site.** The term Snow Park Hotel Site shall mean and refer to the development of that real property as depicted in Exhibit "E" attached hereto and more fully described in Section 5.2.2.

3.9 **Slalom Village Area.** The term Slalom Village Area means and refers to the development anticipated for that real property as depicted in Exhibit "F" attached hereto and more fully described in Section 5.2.3.

3.10 **St. Louis Neighborhood.** The term St. Louis Neighborhood means and refers to the development anticipated for that real property as depicted in Exhibits "B" and "C" attached hereto and more fully described in Section 5.2.4.

3.11 **Little Baldy Neighborhood.** The term Little Baldy Neighborhood means and refers to the development anticipated for that real property as depicted in Exhibits "B" and "C" attached hereto and more fully described in Section 5.2.5.

3.12 **Telemark Park Village.** The term Telemark Park Village means and refers to the development anticipated for that real property as depicted in Exhibits "B" and "C" attached hereto and more fully described in Section 5.2.6.

3.13 **Keetley Road.** The term Keetley Road shall mean and refer to that portion of the right of way, which lies within the Property, and which runs in a southeasterly direction from Queen Esther Drive in Park City, over McKinley Gap to the east end of the Property near U.S. Highway 40.

IV.

DISMISSAL OF ACTION

4.1 **Dismissal of Action.** The Action may be dismissed with prejudice at any time by the Property Owners. The Action shall be dismissed with prejudice upon: (a) Wasatch County's amendment of the 1991 Density Determination (Amended Telemark Park Resort) as provided herein, and (b) the abandonment and/or vacation of Keetley Road. Nothing herein shall require the dismissal of the Action with prejudice until the preceding events have occurred. Dismissal of the Action shall be accomplished by filing the Stipulation of Dismissal with Prejudice in the form attached hereto as Exhibit "G".

4.1.1 **Dismissal Checklist.** Prior to the execution of the Stipulation of Dismissal with Prejudice, the parties will acknowledge their agreement to the completion of specific conditions precedent to dismissal (the "Dismissal Checklist"), a copy of which is attached hereto as Exhibit "H."

4.2 **Amendment of Wasatch County 1991 Density Determination.** Concurrent with the execution of this Agreement, Property Owners shall proceed in Wasatch County to seek an amendment to the 1991 Density Determination into the Amended Telemark Park Resort in accordance with the terms and conditions set forth herein.

4.3 **Abandonment of Keetley Road.** Upon Wasatch County's amendment of the 1991 Density Determination into the Amended Telemark Park Resort, Property Owners shall commence and diligently pursue, in accordance with Utah law, proceedings in

Park City and Wasatch County that will lead to formal abandonment and/or vacation of public rights of access, if any, in Keetley Road.

4.3.1 Third Party Access. Concurrent with the execution of this Agreement, the Property Owners and Park City have secured executed agreements, to the satisfaction of Park City, from Weilenmann, Land der Berg, LLC, United Park City Mines Company, and Deer Valley Resort Company, concerning their maximum anticipated private rights to use Keetley Road, which are in addition to the Property Owners' access rights as contemplated herein, subsequent to abandonment and/or vacation as contemplated by this Agreement. Copies of said executed agreements are attached hereto as Exhibit "I." ~~To the extent that the third parties referred to above and/or their agents and employees use Keetley Road in any manner other than as expressly contemplated in the emergency access provisions of the third party agreements;~~ Property Owners shall indemnify Park City for any costs associated with enforcing the emergency access provisions of the third party agreements and shall pay to Park City One Hundred Dollars (\$100.00) per vehicle which uses Keetley Road under non-emergency circumstances, ~~in violation of the emergency access provisions of the third party agreements.~~ *jm* *[Signature]* *JFA*

4.3.1.1 Additional Density from Third Party Agreements.

The additional maximum density intended in the third party agreements are in addition to the density contemplated by the Development Plan as outlined in this Agreement. Nothing herein constitutes an endorsement by Park City of the proposed third party densities nor prevents Park City from contesting the merits of the third party development proposals.

4.3.2 **Conditional Vacation of Keetley Road/Reservation of Rights/**

Obligation to Record Amended Density Determination. The petition to abandon and/or vacate the Wasatch County portion of Keetley Road may be conditioned upon Wasatch County's approval of the Amended Telemark Park Resort. If the Park City portion of Keetley Road is not vacated, Property Owners retain the right and discretion to refrain from recording Wasatch County's density determination for Amended Telemark Park Resort. If the Park City portion of Keetley Road is vacated and the building permit to improve and pave Keetley Road is released from escrow to Property Owners, the Property Owners shall immediately record Wasatch County's density determination for the Amended Telemark Park Resort.

4.4 **Temporary Physical Disconnection.** Within 30 days of Park City's abandonment and/or vacation of Keetley Road, Property Owners shall construct temporary gates, in accordance with Section 5.3.5 *infra*, which shall precede a permanent physical disconnection of Keetley Road as outlined in this Agreement. A temporary physical disconnection shall be deemed to have occurred when the Property Owners have constructed (at the Property Owners' cost and expense) at least two temporary gates across the historic configuration of Keetley Road, which preclude unauthorized vehicular traffic as more fully described in Section 4.4.1. One such temporary gate shall be located across Keetley Road near its intersection with Queen Esther Drive.

4.4.1 **Access Rights Upon Installation of Temporary Gates.**

Property Owners, who are record title holders, shall retain the right to use Keetley Road to

access the Property for all reasonable purposes, except for construction traffic which is expressly prohibited by Section 5.3.2. Property Owners shall not permit real estate agents access to the Property via Keetley Road from Park City prior to the issuance of the first single family residential building permit on a platted lot or the construction and operation of permanent controlled access gates pursuant to Section 5.3.3. Real estate agents shall have access to the Property via the eastern perimeter controlled access gate (either temporary or permanent) prior to the issuance of the first building permit. Real estate agents shall never have unrestricted access to the Property. Each individual lot or multi-family unit purchaser (resident or guest), within the perimeter gates of the Development Plan shall have the same right of access as the Property Owners during that purchaser's ownership of a lot or multi-family unit.

4.5 Escrow of Building Permit for Keetley Road. Concurrent with the execution of this Agreement, Park City shall place in escrow a building permit to improve and pave the Park City portion of Keetley Road. The escrow agent selected by the Parties is  First American Title Company, Park City, UT. The escrow agent shall deliver the building permit to the Property Owners consistent with and subject to the terms and conditions described in the escrow instructions attached hereto as Exhibit "J."

4.6 Order of Dismissal With Prejudice. With the filing of the Stipulation of Dismissal With Prejudice, the Parties shall immediately secure from the Third Judicial District Court an Order of Dismissal With Prejudice of the Action in substantially the form of Exhibit "K" attached hereto.

4.7 **Development Application Process.** Property Owners will not submit, and Park City will not accept for review and processing, any development application or annexation petition related to the Property until: (1) the Action is dismissed with prejudice, as set forth in Sections 4.1 and 4.6 above and (2) the temporary gates across Keetley Road have been installed as set forth in Section 4.4 above.

4.8 **Release From Escrow of the Building Permit.** Upon Wasatch County's amendment of the 1991 Density Determination into the Amended Telemark Park Resort, abandonment and/or vacation of Keetley Road, the dismissal of the Action with prejudice, and the installation of temporary gates across Keetley Road as provided herein, the escrow agent ^{jtn}  ~~[identify by name]~~ shall deliver to the Property Owners the building permit to improve and pave Keetley Road according to the terms contained in the building permit attached hereto as Exhibit "L." Park City has reviewed and approved the construction plans and other materials related to the improvements authorized by the building permit for Keetley Road. Upon release of the building permit from escrow, the building permit shall vest in the Property Owners, and Property Owners shall have the right to proceed with the improvement and pavement of that portion of Keetley Road which is located within the city limits of Park City. Park City shall not be entitled to terminate the building permit unless there has been a material breach of this Agreement, violation of the terms and standards of the building permit or release by the Escrow Agent in violation of the Escrow Instructions, described in Exhibit "J." In the event of a violation of the terms and standards of the building permit or the Escrow Agent releases the building permit in violation of the Escrow Instructions, the

parties shall take reasonable steps to remedy the violation of the building permit or the improper release.

4.9 **Conditional General Release of Park City.** Upon dismissal of the Action with prejudice, all claims (including without limitation, claims for attorneys' fees, expenses and disbursements), demands, losses, damages, actions, causes of action or suits of any kind whatsoever of Property Owners against Park City, any of its agencies or departments or any of its past or present employees and elected or appointed officials, connected with or arising out of the Action (or any other dispute not alleged in the Action, but pertaining to the Property and which have accrued prior to the date that all conditions precedent to this Agreement are satisfied), shall thereby be remised, released, acquitted and forever discharged. However, nothing in this Agreement shall be construed as a release of any liability arising out of or connected with the breach of any covenant, representation or warranty contained in this Agreement.

4.10 **Conditional General Release of the Property Owners.** Upon dismissal of the Action with prejudice, all claims, (including without limitation, claims for attorneys fees, expenses and disbursement), demands, losses, damages, actions, causes of action or suits of any kind whatsoever of Park City against the Property Owners, their officers, directors, shareholders, subsidiaries, affiliates, agents, employees and their heirs and assigns connected with or arising out of the Action (or any other dispute not alleged in the Action, but pertaining to the Property (excluding property taxes), and which have accrued prior to the date that all conditions precedent to this Agreement are satisfied), shall thereby

be remised, released, acquitted and forever discharged. However, nothing in this Agreement shall be construed as a release of any liability arising out of or connected with the breach of any covenant, representation or warranty contained in this Agreement.

V.

THE DEVELOPMENT

5.1 **Intent to Develop the Property.** Upon the execution of this Agreement, Property Owners will seek to amend the 1991 Density Determination. The anticipated and proposed amendments to the 1991 Density Determination are set forth in this Section V of the Agreement. Property Owners agree to apply and petition to Park City, as appropriate, for development approvals for those portions of the Property (located within Park City or contemplated for possible annexation), as more fully set forth by further provisions in this Section of the Agreement.

5.2 **Density, Use and Configuration.** The Development Plan for the entire Property as anticipated in this Agreement shall not exceed 545 units (150 single-family, 395 multi-family units) with 42,000 gross square feet of commercial space and a 20,000 gross square foot Ski Academy. The parties agree that there shall not be more than:

- (a) 338 residential units,
- (b) a 20,000 square foot Ski Academy,
- (c) support commercial space up to 5% of the gross square footage of the Slalom Village Area multi family units and the Roosevelt Gap Development,

(d) 10,000 square feet of support commercial space at the Little Baldy Neighborhood, and

(e) amenities and recreation facilities as generally identified and depicted herein, all within the perimeter gates of the Property with access to Park City via Keetley Road through the west perimeter gate. Approximately an additional 182 multi family units located within the Telemark Park Village shall have vehicular access to Park City only via U.S. Highway 40 and S.R. 248.

	<u>Units Lying West of East Perimeter Gate</u>		Max. Size Per Multi-Family Unit
	Single Family	Multi-Family	
Snowtop	16	0	
Hidden Hollow	4	0	
Roosevelt Gap Development	0	105	2,000 sq. ft./unit
Little Baldy	60	0	
Slalom Village	4	83	2,400 sq. ft./unit
St. Louis	<u>66</u>	<u>0</u>	
Sub-total	150	188	

	<u>Units Lying East of East Perimeter Gate</u>		
	Single Family	Multi-Family	
Telemark Park Village	0	182*	varied sq. ft.

* Density may increase as provided herein.

<u>Snow Park Hotel Site</u>			
Snow Park Hotel Site		25*	2,000 sq. ft./unit

* Density may increase as provided herein.

5.2.1 **Snowtop/Hidden Hollow.** The 1991 Density Determination contains an approval for 20 single family lots in the Snowtop neighborhood. Property Owners will prepare a plat for the development of 16 single family lots in the Snowtop neighborhood which they will submit to Wasatch County for review and consideration, with timely written notice and copies of all materials submitted to Wasatch County to Park City. The Hidden Hollow property comprises roughly 84 acres, upon which Property Owners propose to develop four single family Estate lots, with building envelopes, areas of disturbance, limits of disturbance and open space conservation easements, all as generally depicted on the map (for both Snowtop and Hidden Hollow) attached hereto as Exhibit "D."

5.2.1.1 **Annexation Procedure for the Snowtop/Hidden Hollow Area.** Upon dismissal of the Action with prejudice, temporary physical disconnection of the Keetley Road (as provided in Section 4.4 above), and Wasatch County's approval of the final plat for a 16 lot subdivision of the Snowtop neighborhood, Property Owners shall submit to Park City a complete petition for annexation, as limited by this Section, for the Snowtop/Hidden Hollow Area, with offers of dedication of designated open space and conservation easements of contiguous property (the Snowtop/Hidden Hollow Area), all as depicted on Exhibits "D" and "N." The parties agree and acknowledge that the portion of the complete petition for annexation for the Snowtop neighborhood shall be submitted in the form of a final unrecorded plat. Property Owners' petition for annexation for the Snowtop/Hidden Hollow Area may be submitted without a visual analysis or

annexation fee. The petition for annexation of the Snowtop/Hidden Hollow Area shall provide for affordable employee housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total affordable employee housing obligation for the Snowtop/Hidden Hollow area shall be one (1) unit. Property Owners' affordable employee housing obligation can be satisfied anywhere on the Property, at Property Owners' discretion. The Park City staff and the City Council have reviewed Exhibit "D" and have found the same to be generally acceptable as to density, use and configuration. Within fourteen (14) days of the receipt of the petition for annexation, Park City shall notify Property Owners of any additional information necessary to make the petition complete. Upon the earlier of submittal of the additional information requested by Park City or after the passage of fourteen (14) days without providing written notification to Property Owners, Park City shall have up to 120 days from such notice and submission of the application within which to annex the Snowtop/Hidden Hollow Area. Property Owners will attempt to supply the additional information necessary for its consideration, review and approval of the petition for annexation. Upon the expiration of the 120 day period, Property Owners may record the final plat and obtain building permits from Wasatch County for the construction of the Snowtop Neighborhood as a Wasatch County development, but will not object to or interfere with Park City's efforts to annex the Snowtop neighborhood after the lesser of one year or the completion and/or installation of the infrastructure.

5.2.1.2 **Annexation Agreement.** If the Snowtop/Hidden Hollow Area is annexed into Park City, then the following conditions of development shall

bind the parties: (a) the density of the Snowtop/Hidden Hollow Area shall not exceed sixteen (16) single-family lots within the Snowtop neighborhood and four Estate lots within the Hidden Hollow neighborhood; (b) the Snowtop neighborhood shall be annexed as platted by Wasatch County; (c) the Hidden Hollow neighborhood shall be annexed as four Estate lots that are restricted by plat, easements, and real covenants to include Property Owners' offer of dedication of conservation easements, designated building envelopes, maximum areas of disturbance, and limits of disturbance as depicted in Exhibit "D" and the Annexation and Open Space Exhibit, Exhibit "N," both of which are attached hereto; (d) the remainder of the Snowtop/Hidden Hollow Area, except roads depicted on Exhibit "B," shall be offered to Park City in fee simple as dedicated open space as generally depicted in Exhibits "D" and "N" attached hereto; and (e) Property Owners shall provide for one (1) unit of affordable employee housing as described in Section 5.2.1.1.

5.2.1.3 Conditions of Development Absent Park City

Annexation. If the Snowtop/Hidden Hollow Area is not annexed into Park City within the time frames established by Section 5.3.1, as appropriate, Property Owners may seek development approval from Summit County of the Hidden Hollow neighborhood without interference from Park City (as to access, density or use) if and only if: (a) Property Owners seek development approval in Summit County for density in accordance with the configuration and development restrictions depicted in Exhibit "D" and described in Section 5.2.1, or some lesser density, use or configuration and (b) the same area designated for open space dedication and conservation easements proposed in Section 5.2.1.1 and depicted in

Exhibits "D" and "N" shall be preserved by conservation easements granted to and accepted by a public entity or a private non-profit open space conservancy to the reasonable satisfaction of Park City. If the Snowtop/Hidden Hollow Area is not annexed into Park City as provided herein, Property Owners shall have the right to proceed to develop the Snowtop neighborhood as a Wasatch County development, as depicted in Exhibit "D."

5.2.1.4 **Vehicular Access to Snowtop/Hidden Hollow.** Regardless of annexation, if the Action is dismissed with prejudice, there shall be two points of ingress and egress to the Snowtop/Hidden Hollow Area as contemplated in this Agreement. The primary point of ingress and egress shall be via the Keetley Road from Queen Esther Drive to the Snowtop/Hidden Hollow Road. The second point of ingress and egress shall be via Llama Lane to the U.S. 40 West-Side Frontage Road. The second point of vehicular ingress and egress shall not exceed the minimum requirements of a fire apparatus access road as defined in section 10-201 et. seq. of the *Uniform Fire Code*, or as required by the Park City Fire Marshal.

5.2.1.5 **Water Rights** If the Snowtop neighborhood and the Hidden Hollow area are annexed into Park City and Park City provides water service to the Snowtop/Hidden Hollow Area, then Property Owners shall irrevocably offer to transfer and to cooperate in the exchange of the current point of diversion of approximately 15 acre feet of certified water rights pursuant to Weber Basin Appropriation Water Right No. 3006A-10948(3582).

5.2.2 **Roosevelt Gap Development.** The 1991 Density Determination contains an approval for a 64 multi-family unit structure at Roosevelt Gap. Property Owners will seek to amend the 1991 Density Determination and shall pursue annexation into Park City of the Roosevelt Gap/Snowpark Hotel Site Development Area (as depicted in Exhibit "E") to allow for the development of one of the following options: (a) a single 105 multi-family unit structure (2,000 sq. ft./unit) at the Roosevelt Gap Development site connected to the Snow Park Hotel Site via a funicular and associated dedication of trail easements and open space (Alternative A) or (b) a five lot single-family home subdivision encompassing a total area of approximately seven (7) acres at the Roosevelt Gap Development site, as depicted in Exhibit "O," with limits of disturbance (as established and approved in the Amended Telemark Park Resort), and without funicular connection to the Snow Park Hotel Site but with dedication of trail easements and open space (Alternative B). The parties contemplate pursuing and prefer Alternative A. However, prior to development approval of the Snow Park Hotel Site, Property Owners may, upon written notice to Park City, pursue Alternative B. If Park City does not annex the Roosevelt Gap Development under Alternative A or B as provided herein, then Property Owners have the right to seek development approval of the Roosevelt Gap Development as a five single-family lot subdivision (as depicted in Exhibit "O") without funicular connection to the Snow Park Hotel Site, which would be subject to processing and approval by Wasatch County (Alternative C). Alternatives A and B contemplate annexation to Park City and either Alternative A or B will

be fully pursued, as set forth herein, by Property Owners before pursuing development approval of the Roosevelt Gap Development under Alternative C.

5.2.2.1 Snow Park Hotel Site Density, Use and

Configuration. Under all development alternatives (A, B, and C) for the Roosevelt Gap Development, Property Owners have the right to construct a single, 25 multi-family Park City unit equivalent structure on the Snow Park Hotel Site, which structure will be designed to fall within the maximum height of 45-feet and with architectural treatment that reduces the apparent bulk of the structure in a manner that is similar to the mass, scale and stepping of the 1986 Snow Park Hotel Master Plan Development and is depicted in Exhibit "P" attached hereto. The Snow Park Hotel Site may include support commercial up to five percent (5%) of gross square footage of the Snow Park Hotel Site, along with appropriate amenities. Based on the merits of the design, Property Owners may increase the density at the Snow Park Hotel Site from 25 to up to 35 Park City unit equivalents. However, such increased density shall occur only if: (a) Property Owners transfer the increased density at Snow Park Hotel Site from the Slalom Village Area to Telemark Park Village (outside of the eastern perimeter controlled access gate) and (b) Park City approves the design with increased density, use and configuration, after reasonable review of the plans. Increased density at Snow Park Hotel Site beyond 25 units shall be within Park City's discretion.

5.2.2.2 Alternative A for Roosevelt Gap Development. The density of the Roosevelt Gap Lodge is contingent on a funicular connection to the Snow Park Hotel Site. With funicular, the density of the Roosevelt Gap Lodge shall not exceed 105

Park City unit equivalents (2,000 sq. ft/unit). The Roosevelt Gap Lodge may also include support commercial space totaling five percent (5%) of the gross square footage of the Roosevelt Gap Lodge and additional appropriate amenities. The visual intrusion of the Roosevelt Gap Lodge shall be minimal as depicted in Exhibit "Q" attached hereto.

5.2.2.3 Alternative B for Roosevelt Gap Development.

Without a funicular connection, Property Owners may develop the Roosevelt Gap Development as a single-family lot subdivision with no more than five (5) lots and no visual intrusion from the vantage point described in Section 5.3.9 *infra*.

5.2.2.4 Annexation Procedure for Alternatives A or B for the Roosevelt Gap/Snow Park Hotel Area. Property Owners shall submit to Park City a complete petition for annexation for the Roosevelt Gap /Snow Park Hotel Area for Alternative A or B, as described in Sections 5.2.2.2 and 5.2.2.3 above, for Roosevelt Gap Development in substantially the same form depicted in Exhibits "E" or "O." The petition for annexation of the Roosevelt Gap/Snow Park Area shall provide for affordable housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total affordable employee housing shall be ten percent (10%) of the total number of unit equivalents within the Roosevelt Gap/Snow Park Area. Property Owners' affordable employee housing obligation can be satisfied anywhere on the Property, at Property Owners' discretion. The Park City staff and City Council have reviewed Exhibits "E" and "O" and found them to be generally acceptable as to density, use and configuration. Within fourteen (14) days of the receipt of the petition for annexation, Park

City shall notify Property Owners of any additional information necessary to make the petition complete. Upon the earlier of submittal of the additional information by Property Owners or after the passage of fourteen (14) days without providing written notification to Property Owners, Park City shall have up to 180 days from receipt of a complete petition within which to annex the Roosevelt Gap/Snow Park Development Area. Property Owners shall not submit a competing application for development in Wasatch County during the identified 180-day period. After the lapse of the 180-day exclusive review period, the parties may continue to negotiate annexation, but Property Owners' may withdraw their development application and , at their discretion, elect to pursue development Alternative C. Park City shall not accept the conservation easements until the ski runs and appurtenant ski facilities are built or for a period of one year from certificate of occupancy, whichever is earlier.

5.2.2.5 Annexation Agreement for Alternative A for the Roosevelt Gap/Snow Park Hotel Area. If the Roosevelt Gap/Snow Park Development Area is annexed into Park City under Alternative A, then the following conditions of development shall bind the parties: (a) the density of the Roosevelt Gap Lodge shall not exceed 105 Park City unit equivalents, (b) the funicular tramway shall be installed at the earliest opportunity, (c) Property Owners shall make offers of dedication of conservation easements, and shall designate development envelopes, all as depicted in Exhibit "N" attached hereto, (d) the remainder of the Roosevelt Gap/Snow Park Development Area shall be dedicated open space to Park City as depicted on Exhibit "~~N~~" attached hereto, and (e) there shall be no overnight parking at Roosevelt Gap Lodge. *jh*

5.2.2.6 Annexation Agreement for Alternative B. If the Roosevelt Gap/Snow Park Hotel Area is annexed into Park City under Alternative B, then the following conditions of development shall bind the parties: (a) the density of the Roosevelt Gap Development shall not exceed 5 single-family lots, (b) Property Owners shall make offers of dedication of conservation easements and shall designate building envelopes, maximum areas of disturbance, and limits of disturbance as depicted in Exhibits "N" and "O" attached hereto, and (c) the remainder of the Roosevelt Gap/Snow Park Hotel Area shall have dedicated open space and conservation/open space easements as depicted on Exhibit "N" attached hereto.

5.2.2.7 Alternative C for Roosevelt Gap Development. If Park City does not annex the property under either Alternatives A or B, Property Owners have the right to seek development approval under Wasatch County jurisdiction of a single-family lot subdivision with density not to exceed five (5) lots encompassing a total area of approximately seven (7) acres at the Roosevelt Gap Development, with designated limits of disturbance, all as depicted and described in Exhibit "O." The parties agree that the resulting five lot subdivision shall be platted and deed-restricted to result in no visual intrusion from the vantage point described in Section 5.3.9. The subdivision identified by this paragraph will be developed within the Roosevelt Gap Development envelope, with limits of disturbance as defined in the Amended Telemark Park Resort or the equivalent approval obtained from Wasatch County. The Park City staff and City Council have

reviewed Exhibit "O" and found it to be generally acceptable as to density, use and configuration.

5.2.2.8 **Property Owners Choice of Alternatives.** Property Owners must choose between either Alternatives A or B prior to petitioning for annexation to Park City of the Roosevelt Gap/Snow Park Annexation Area.

5.2.2.9 **Access to Roosevelt Gap Development.** Under Alternative A, as described in Section 5.2.2.2 above, Roosevelt Gap Lodge employee, guest and resident access shall be via a funicular lift, which shall be designed to the reasonable satisfaction of Park City, and constructed at the Property Owners expense. The funicular lift shall begin at the Snow Park Hotel Site. Under Alternative A, vehicular access to the Roosevelt Gap Development from Park City via Keetley Road and through the western perimeter controlled access gate(s), depicted and generally described in Exhibits "B," "C" and "E," shall be limited to service, stock, delivery, and maintenance vehicles. There shall be no guest or employee access to Roosevelt Gap Development under Alternative A via the western perimeter access gate(s). Vehicular access under Alternatives B or C from Park City to the Roosevelt Gap Development shall be via Keetley Road and the western perimeter controlled access gate(s). Ski run access from the Roosevelt Gap Development to and from the Deer Valley ski area is both contemplated and encouraged.

5.2.2.10 **Parking at Roosevelt Gap Lodge.** Under Alternative A, as described in Section 5.2.2.2, parking at Roosevelt Gap Lodge shall not exceed 50 stalls, with no overnight parking. Property Owners shall grant Park City a parking

enforcement easement, in substantially the form of Exhibit "R," which shall grant Park City public safety personnel the right to enforce the no overnight parking restriction at Roosevelt Gap Lodge. The prohibition on overnight parking at the Roosevelt Gap Lodge solely applies and is applicable to Alternative A for the Roosevelt Gap Development (the 105-multi family unit structure). Under Alternative A, guest and resident parking for the Roosevelt Gap Lodge and Snow Park Hotel Site shall be served by an on site parking facility at the Snow Park Hotel Site. Property Owners may provide for employee shuttle service from the east perimeter gate to the Roosevelt Gap Lodge. Residents or guests within the perimeter gates of the Amended Telemark Park Resort may use the parking facilities at the Roosevelt Gap Hotel Development as limited by the "no overnight parking" restriction.

5.2.2.11 **Exclusive Development Alternatives for the Roosevelt Gap Development.** Subject to the terms and conditions of this Agreement, Property Owners agree to pursue only Alternatives A, B or C in development of the Roosevelt Gap Development.

5.2.3 **Slalom Village.** Property Owners will seek to amend the 1991 Density Determination to allow for the development of the Slalom Village Area, with no more than 83 multi-family units (2,400 sq.ft/unit, which shall not be deemed unit equivalents under *Park City Land Management Code*) (of which not less than 60% of the units developed shall be concentrated into a single structure (the "Primary Village Structure")), with support commercial up to five percent (5%) of the gross square footage of the Slalom Village structures and appropriate amenities, all within the Slalom Village development envelope,

along with four (4) single-family lots, a 20,000 gross square foot Ski Academy, and a ski chair lift which base terminal may be located in any reasonable location within a 1,100 foot radius of Slalom Village all as depicted in Exhibit "F."

5.2.3.1 Annexation Procedure for the Slalom Village Area.

Upon the approval of a final plat or record of survey in Wasatch County for any portion of the Slalom Village Area, but in all cases prior to application for a building permit for any portion of the Slalom Village, Property Owners will deliver to Park City a petition for annexation of the Slalom Village Area to Park City. The petition for annexation of the Slalom Village Area shall provide for affordable employee housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total affordable employee housing shall be four percent (4%) of the total number of units within the Slalom Village Area. At their own discretion, Property Owners' affordable employee housing obligation can be satisfied within any unincorporated area of the Property. The Park City staff and City Council have reviewed Exhibit "F" and have found the same to be generally acceptable as to density, use and configuration. Within fourteen (14) days of the receipt of the petition for annexation, Park City shall notify Property Owners of any additional information necessary to make the petition complete. Upon the earlier of submittal of the additional information by Park City or after the passage of fourteen (14) days without providing written notification to Property Owners, Park City shall have up to 120 days from such notice and submission of the petition within which to annex the Slalom Village Area. The complete annexation petition delivered to Park City as outlined above shall be exclusive

to Park City for 120 days, and during such period Property Owners shall not pull building permits. Upon the expiration of the 120 day period, Property Owners may obtain building permits from Wasatch County for the construction of Slalom Village as a Wasatch County development, but will not object to or interfere with Park City's efforts to annex Slalom Village Area after the lesser of one year or the completion and/or installation of the infrastructure. Park City shall promptly commence and process the annexation review upon complete petition filed by Property Owners.

5.2.3.2 **Annexation Agreement.** If Slalom Village is annexed into Park City, then the following conditions of development shall bind the parties: (a) the density of Slalom Village Area shall not exceed 83 multi-family units (maximum 2,400 sq. ft./unit) with support commercial space up to 5% of the gross square footage and appropriate amenities, four (4) single-family lots, and a 20,000 square foot ski academy, (b) a ski chair lift shall be constructed within a 1,100 foot radius of the Primary Village Structure at Slalom Village prior to the issuance of a certificate of occupancy for any portion of the Slalom Village Area, (c) the Primary Village Structure shall be placed to physically disconnect the historical configuration of Keetley Road, and (d) the Property Owners shall irrevocably grant limited conservation easements to the ski run(s) and remaining areas, as so depicted in Exhibit "N." Park City shall not accept the conservation easements until the ski runs and appurtenant ski facilities are built or for a period of one year from certificate of occupancy, whichever is earlier. As more fully described in Section 5.2.2.1 above, Property Owners may transfer up to ten (10) single-family and/or multi-family units from the Slalom Village

Area to Telemark Park Village outside the eastern perimeter controlled access gate, in exchange for an increase of up to ten (10) multi-family units being added to the Snow Park Hotel Site, upon Park City's consent.

5.2.3.3 **Development Alternative to Slalom Village.** In the event Property Owners elect not to construct the development described in Section 5.2.3 above, then Property Owners shall have the right to develop a single family subdivision not to exceed twelve (12) lots in place of the 83 multi-family units. The twelve (12) lots shall be platted in Wasatch County and may be recorded within the Slalom Village development envelope with limits of disturbance established by Wasatch County and as generally depicted in Exhibit "S." The Park City staff and City Council have reviewed Exhibit "S," and found said exhibit to be generally acceptable as to density, use and configuration. The twelve (12) single-family lots are in addition to the four (4) lots shown on Exhibits "C" and "F" and the 20,000 square foot Ski Academy. Property Owners shall have the right to develop the 12 single-family lot subdivision and the 20,000 square foot Ski Academy as a Wasatch County development. In the event Property Owners elect to develop the twelve (12) single-family lot subdivision, then Property Owners shall realign and construct Keetley Road as depicted on Exhibit "S," wherein Slalom Village becomes a cul-de-sac that is not accessible from the eastern portion of Keetley Road except via St. Louis Drive.

5.2.3.4 **Disconnection of Keetley Road at Slalom Village**

Location. A permanent physical disconnection of Keetley Road shall occur at the Slalom Village Area location, which disconnection shall be accomplished as follows: (a) Upon the



platting of lots in the Little Baldy neighborhood or upper St. Louis neighborhood, Property Owners shall disconnect, either by steel gates and/or boulders and natural vegetation, Keetley Road so as to prevent vehicular through traffic in the Slalom Village Area; and (b) disconnection shall be permanent at the Slalom Village location upon the construction of the Primary Village Structure at Slalom Village (the footprint of which shall partially be within the historic configuration of Keetley Road right-of-way, such that the right-of-way is completely obstructed) or the construction of the cul-de-sac configuration described in Section 5.2.3.3. Upon the permanent physical disconnection, there shall be no reconnection of Keetley Road at the Slalom Village location. Nothing herein shall preclude the parking and internal circulation at the Primary Village Structure as described in Section 5.2.3.7.

5.2.3.5 Conditions of Development Absent Park City

Annexation. If the Slalom Village Area is not annexed into Park City pursuant to Sections 5.2.3.1 and 5.2.3.2, Property Owners may proceed to develop Slalom Village as a Wasatch County development so long as (a) the Property Owners seek development approval in Wasatch County for density in accordance with the configuration and development restrictions described herein and depicted in Exhibits "C," "F" or "S," (b) a ski chair lift shall be constructed within a 1,100 foot radius of the Primary Village Structure prior to the issuance of a certificate of occupancy for any portion of Slalom Village, (c) the Primary Village Structure shall be placed to physically disconnect the historical configuration of Keetley Road, and (d) the same area designated for dedication and conservation easements shall be preserved by conservation easements granted to and accepted by a public entity or a

private non-profit open space conservancy to the reasonable satisfaction of Park City.

Nothing in this Section shall prevent Property Owners, at their discretion, from pursuing the development alternative for Slalom Village area as described in Section 5.2.3.3 and as depicted in Exhibit "S" attached hereto.

5.2.3.6 Conditions Precedent to Occupancy of Slalom

Village. No portion of the Slalom Village Area may be occupied by residents or guests until the proposed Slalom Village Chair (as approximately designated on the Development Plan) is fully operational. During the Deer Valley ski season, subject to snow, weather and/or other operational conditions, Property Owners commit to the continuous daily operation of the Slalom Village Chair from the issuance of the first certificate of occupancy for any portion of the Slalom Village.

5.2.3.7 Ski Academy. The parties understand and agree that the 20,000 square foot Ski Academy, which the parties anticipate being constructed at Slalom Village, shall be used as an academic athletic institution and/or ski training facility whose students/attendees are expected to reside within the Slalom Village Area and/or Amended Telemark Park Resort. Alternatively, Property Owners may use the 20,000 square foot Ski Academy or other approved structure in a manner that will similarly limit the level of vehicular traffic on Keetley Road.

5.2.3.8 Vehicular Access to Slalom Village. Access to Slalom Village area shall be via Keetley Road from the western and eastern perimeter controlled access gates, except as limited by Section 5.2.3.4 above. However, parking and internal

circulation within Slalom Village shall discourage the use of Keetley Road as a means of vehicular travel from U.S. Highway 40 to Park City. An emergency/utility road, as described in paragraph 5.3.7.3 below, shall bypass Slalom Village connecting the easterly and westerly sections of the disconnected Keetley Road, and shall be crash gated to prevent vehicular through traffic by the general public, except as limited by Section 5.2.3.4 above.

5.2.3.9 Grade and Width of Keetley Road. The parties understand and agree that the width and grade of Keetley Road from McKinley Gap to Slalom Village area might only be 24 feet wide, and may have a grade of twelve percent (12%). If annexed by Park City, these development standards are deemed sufficient for purposes of constructing a private road, and are acceptable, and the road may be constructed.

5.2.3.10 Slalom Village Parking. Property Owners may construct no more parking stalls underneath the Slalom Village multi-family unit structure than are required to service that structure as may be required by the appropriate Wasatch County official(s). The parking structure at Primary Village Structure may be accessible from Park City so long as the connection between the parking levels is designed to Park City's reasonable satisfaction in such a manner that sufficiently discourages the tendency to use the Keetley Road as a means of vehicular travel from U.S. 40 to Park City. It is contemplated that such will be accomplished by the construction of a multi-level structure with vertical separation between the east and west parking entrances, and an internal ramping and gate system. No more than 25 vehicular parking spaces shall be constructed at the Ski Academy. Shuttle service to and from the Ski Academy and/or Slalom Village Area shall be

provided by all reasonable means in order to discourage the use of individual vehicular forms of transportation.

5.2.4 **St. Louis Neighborhood.** Property Owners will seek to amend the 1991 Density Determination in Wasatch County as depicted in Exhibits "B" and "C," wherein the St. Louis neighborhood shall contain a maximum density of 66 single family lots. The Park City staff and City Council have reviewed Exhibits "B" and "C" and found them to be generally acceptable as to density, use and configuration. The St. Louis neighborhood shall be developed as a Wasatch County development.

5.2.4.1 **Access to St. Louis Neighborhood.** There shall be two principal points of ingress and egress to the St. Louis neighborhood. One of the accesses to the St. Louis Neighborhood shall be via Keetley Road and St. Louis Drive from Park City through the western perimeter gate(s), which access shall be restricted by the installation of a perimeter controlled access gate in accordance with either Section 5.3.3 or 5.3.5, as appropriate. The other primary access to the St. Louis Neighborhood shall be via the controlled access gate, in accordance with either Section 5.3.3 or 5.3.5, as appropriate, at the east end of the Property.

5.2.5 **Little Baldy Neighborhood.** Property Owners will seek to amend the 1991 Density Determination in Wasatch County as depicted in Exhibits "B" and "C," wherein the Little Baldy neighborhood shall contain a maximum density of 60 single-family lots and no more than 10,000 square feet of support commercial. The Little Baldy neighborhood shall have no visual intrusion (into Park City) from the vantage point described

in Section 5.3.9. The Park City staff and City Council have reviewed Exhibits "B" and "C" and found them to be generally acceptable as to density, use and configuration. The Little Baldy neighborhood shall be developed as a Wasatch County development.

5.2.5.1 Access to Little Baldy Neighborhood. There shall be two points of ingress and egress to the Little Baldy neighborhood. One of the accesses to the Little Baldy Neighborhood shall be via Keetley Road, St. Louis Drive and Little Baldy Drive from Park City through the western perimeter gate(s), which access shall be restricted by the installation of a perimeter controlled access gate in accordance with either Section 5.3.3 or 5.3.5, as appropriate. The other primary access to the Little Baldy Neighborhood shall be via the perimeter controlled access gate, in accordance with Section 5.3.3 or 5.3.5, as appropriate, at the east end of the Property.

5.2.6 Telemark Park Village. Property Owners will seek to amend the 1991 Density Determination in Wasatch County as depicted in Exhibits "B" and "C," wherein the Telemark Park Village shall contain a density of 188 multi-family units and identified commercial space. Property Owners may increase the density of the Telemark Park Village as described in Sections 5.2.2.1 and 5.2.6.2.

5.2.6.1 Access to Telemark Park Village. Vehicular access to Telemark Park Village shall be only via the frontage road from U.S. Highway 40 at the Mayflower interchange. Telemark Park Village residents and users shall have no vehicular access to Park City via Keetley Road.

5.2.6.2. **Increased Density for Telemark Park Village.** In the event Property Owners choose to develop a five (5) single-family lot subdivision and not a 105 multi-family unit lodge at the Roosevelt Gap Development, Property Owners may increase the density at Telemark Park Village by no more than fifty (50) multi-family units at the Telemark Park Village. Density at the Telemark Park Village may also be increased to satisfy the affordable housing requirements anticipated by this Agreement. Density may also be increased in accordance with Section 5.2.2.1. Any additional units added to the Telemark Park Village, in accordance with this Section, may be developed pursuant to Wasatch County standards, configurations and square footage.

5.3 **Additional Development Requirements.** Any development under the Development Plan for the Property shall be subject to the following additional requirements, if the conditions as set forth in Section 1.2 above are satisfied:

5.3.1 **Timing Of Annexation of Snowtop/Hidden Hollow Area, Roosevelt Gap Development and Slalom Village.** As more particularly described in Sections 5.2.1.1, 5.2.2.4 and 5.2.3.1, Property Owners contemplate submitting petitions of annexation, as more fully described herein, for the Snowtop/Hidden Hollow Area, Roosevelt Gap/Snow Park Area and Slalom Village Area to Park City. With respect to the Snowtop Neighborhood and Slalom Village Area, these development areas will be petitioned for annexation solely as platted or surveyed (and depicted in Exhibits "D" and "F") in Wasatch County. Park City shall have a specified number of days in which to annex the petitioned area(s). Property Owners agree not to pursue annexation of the Snowtop/Hidden Hollow

Area, Roosevelt Gap Development or the Slalom Village Area concurrently, simultaneously, or within the same time period, except as provided herein.

5.3.1.1 **Track I for Annexation by Park City.** In the event Property Owners have received Wasatch County approval for the recordation of final plats and/or records of survey for the Snowtop Neighborhood Area or Slalom Village Area in Wasatch County, and Property Owners submit a petition for annexation of the Snowtop/Hidden Hollow Area and/or Slalom Village Area to Park City, as depicted in Exhibits "D," "F" and/or "S," Park City shall have up to 120 days during which to approve the annexation before Property Owners shall be entitled to pull Wasatch County building permits for such development. Property Owners may also submit the petitions for annexation, including the petition for annexation of the Roosevelt Gap/Snow Park Area with such other petitions, simultaneously or prior to the completion of review of a prior petition, provided the Snowtop Neighborhood and Slalom Village Area final plats are ready for recordation in Wasatch County at the time the respective petition is submitted.

5.3.1.2 **Track II for Annexation by Park City.** In the event Property Owners are not prepared to record plats or records of survey and have not secured all necessary utilities for the Snowtop Neighborhood Area or Slalom Village Area in Wasatch County, Property Owners may submit petitions for annexation of the Snowtop/Hidden Hollow Area, Roosevelt Gap/Snow Park Area or the Slalom Village Area to Park City sequentially, in any order as determined by Property Owners, with no two petitions being considered by Park City for approval simultaneously. After the passage of the time period in

which Park City shall have the exclusive right to review and approve a petition for annexation (120 or 180 days as defined herein), Property Owners may submit for review and consideration a second petition for annexation of an additional annexation area as contemplated herein. If Property Owners request Park City's assistance in securing utility services and/or other development infrastructure for the Snowtop/Hidden Hollow Area or Slalom Village Area, then the annexation period may be extended an additional six months at Park City's discretion.

5.3.1.3 **Track III for Annexation by Park City.** In the event that Property Owners bring one annexation petition for all development areas subject to annexation as set forth herein, with or without plat approval from Wasatch County, Park City shall have one year as provided by applicable law to review and annex such development areas.

5.3.2 **Construction Traffic.** All construction vehicles for any development for the Property, except the Snow Park Lodge Site (and the funicular tramway to Roosevelt Gap Lodge) shall access the Property from U.S. Highway 40. No construction vehicles shall access the Property, except the Snow Park Hotel Site, from Park City. Construction vehicles shall be permitted on that portion of Keetley Road from McKinley Gap to Queen Esther Drive, solely to improve the Keetley Road pursuant to the building permit (Exhibit "L"), provided the construction vehicles access that portion of Keetley Road from the eastern side of the Property via U.S. Highway 40. Property Owners hereby agree to

grant Park City a public safety easement to enforce traffic restrictions on all private roadways within the annexation area.

5.3.3 Permanent Controlled Access Gates. As designated and identified in the Development Plan and shown on Exhibit "B," Property Owners (at their cost and expense) shall construct, maintain and operate at least two permanent controlled-access gates, which shall be designed so as to restrict access to the Property as described in this Agreement.

5.3.3.1 Design of Permanent Controlled Access Gates. The perimeter controlled access gates shall be designed and constructed as depicted on Exhibit "T," which Park City staff and City Council have reviewed and found to be acceptable as to design operation and approximate location.

5.3.4 Private Vehicular Access Only. Access to the Property from Park City shall be limited as described in Section 5.2 above. The perimeter controlled access gates shall provide for private vehicular access only to property owners and their guests for all areas within the perimeter controlled access gates. Roosevelt Gap Development (Alternative A) shall be limited to service and maintenance vehicles only.

5.3.5 Temporary Gates. The temporary gates shall be constructed of a steel construction (i.e. agricultural-type steel gate), which is manually operated and controlled by padlocks and keys. The temporary gates shall be installed by the Property Owners (at their cost and expense) at (i) the intersection of Queen Esther Drive and Keetley Road and (ii) the eastern perimeter controlled access gate as depicted on Exhibit "B," or the

east end of the Property. The temporary gates shall remain locked at all times and shall not be removed until the issuance of the first single family residential building permit, and the replacement of the temporary gate(s) with permanent perimeter controlled access gates pursuant to Section 5.3.3. During the construction phase of the development of the Property, but for no longer than two years from commencement of construction, Property Owners, may substitute the temporary gates with the permanent perimeter controlled access gates described in Section 5.3.3 and depicted in Exhibit "T."

5.3.6 Secondary Access. As designated on the Development Plan and the Trails and Secondary Access Exhibit attached as Exhibit "U," the Property Owners may construct three types of secondary access roads and trails: (i) a Bicycle/Pedestrian Path; (ii) an Emergency/ Bicycle/Pedestrian Path; and (iii) an Emergency Utility Road. The paths shall be open to the public to the same extent as to residential guests. Except in the case of an emergency, use of any secondary access shall be limited to non-vehicular traffic, such as bicycles, horses, skiers and pedestrians. In addition, the configuration, improvement and maintenance of secondary access shall be as follows:

5.3.6.1 Bicycle/Pedestrian Paths. Bicycle/Pedestrian Paths shall be so controlled as to be unavailable or inaccessible to motorized vehicles, insofar as practical.

5.3.6.2 Emergency/Bicycle/Pedestrian Paths. Emergency/ Bicycle/Pedestrian Paths shall be constructed in a manner not to exceed the minimum requirements necessary to be classified ^{as emergency access} by the Park City Fire Marshal.

5.3.6.3 Emergency Utility Roads. Emergency Utility Roads shall be limited to an eight (8) foot wide paved surface with two (2) foot gravel shoulder on one side and a ten (10) foot gravel shoulder on the other side for a total width not to exceed twenty (20) feet, or such other minimum requirements as shall be required by the Park City or Wasatch County Fire Marshal, as appropriate.

5.3.6.4 Maintenance. Maintenance of all secondary accesses shall be the exclusive obligation of the Property Owners, ^{of record title jh} ~~future property owners~~ and homeowners associations within the Property. Upon dismissal of the Action with prejudice, Property Owners shall record in the official records of Summit County and Wasatch County, Utah, a restrictive covenant and equitable servitude relating to the maintenance of the secondary accesses which provides that such maintenance shall be the obligation of the Property Owners, future property owners and/or homeowner's associations. The restrictive covenant and equitable servitude shall run with the land and shall be substantially in the form of Exhibit "V," which covenant shall be added later in the form of an executed and recorded covenant, conditions and restrictions.

5.3.6.5 Crash Gates. At the entrance of Emergency/ Bicycle/Pedestrian Paths and the Emergency Utility Road, the Property Owners shall (at their own cost and expense) construct crash gates which shall be designed in substantially the form attached hereto as Exhibit "W" to allow immediate entry by emergency vehicles and personnel, but to prevent entry by all other motorized vehicles.

5.3.7 Construction and Conveyance of Slalom Village Emergency Utility Road. Prior to completion of the foundation for the primary Slalom Village multi-family structure, the Property Owners shall construct (at their cost and expense) and convey to Park City, in fee simple, title in the Slalom Village Emergency Utility Road designated on the Development Plan as running in a northwest/southeast direction just northeast of the Slalom Village Area. Said deed shall take the form of Exhibit "X."

5.3.8 Compliance with Park City Resolutions and Ordinances. At a minimum, any application to annex and improve and/or develop the Snowtop/Hidden Hollow Area, the Roosevelt Gap Development and the Slalom Village Area shall comply with Park City resolutions and ordinances in effect at the time a proposal is submitted to Park City for consideration, subject to the limitations of Sections 5.10 and 5.11.

5.3.8.1 With respect to the Slalom Village Area, Snowtop Neighborhood and Roosevelt Gap Alternative C, the parties agree that Park City will annex those areas as platted and recorded in Wasatch County, as to density, use and configuration, including road configuration.

5.3.9 Ridge Lines. With the exception of Roosevelt Gap Development, which is dealt with in Section 5.3.9.1 below and ski lift towers and terminals, no portion of any structure within the Amended Telemark Park Resort shall break the ridge line as viewed from the back deck of the Stew Pot Restaurant 1375 Deer Valley Drive (except for the limited area of the funicular as depicted on Exhibits "E" and "P"). The term "Critical Ridge Line" refers to the ridge line as shown on Exhibit "P"



5.3.9.1 **Vantage Point.** As to Roosevelt Gap Development, maximum height shall be determined in the field, such that no portion of the Roosevelt Gap Development will be visually obtrusive from the vantage point of the Stew Pot Restaurant deck at 1375 Deer Valley Drive. The maximum height shall be determined in good faith by the judgment of Park City's Community Development Department.

5.3.10 **State Land Leases.** The Utah School and Institutional Trust Lands Administration (the "State") is the owner of certain lands located within the confines of the Amended Telemark Park Resort, which lands are identified on the Development Plan. The State and those claiming under it shall have access rights via Keetley Road, and the use of Keetley Road by such persons shall not be a violation of this Settlement Agreement. Property Owners have obtained nine special use leases from the State covering the state lands, which comprise approximately 57 acres. The state leases have terms of 51 years and contain cross-default provisions. The Property Owners have disclosed this Settlement Agreement to the State. The Property Owners shall have the right to seek such amendments and revisions to the state leases from time to time as they deem appropriate (including extensions of the lease term and elimination of the cross-default provisions between unrelated third-party assigns), and the right from time to time to assign individual leases to third parties for development to the extent permitted by the leases and applicable law; provided, however, that the Property Owners' use of the lands covered by the leases during the terms thereof shall be consistent with the Development Plan and this Settlement Agreement, to the extent permitted by the state leases. However, Property Owners agree

that cross default provisions shall nevertheless remain in effect as between the leases in the group covering Parcels 1C, 1D, 2A, 2B, 2C and 2D (Group 1), and also as between the leases in the group covering Parcels 3A, 3B, 3C, and 3D (Group 2), (but not between any lease(s) in Group 1 and any lease(s) in Group 2). Property Owners further agree (subject to applicable law and the terms of the state leases), to associate the Group 1 leases with the Slalom Village development and the Group 2 leases with the Roosevelt Gap development such that the developer of each such development shall have the right and the obligation to cure any defaults in the associated state leases. The Property Owners promptly will provide Park City with a copy of any notice(s) of default from the State under any of the nine leases that have not been previously developed or assigned to third parties for purposes of development. Park City will have the right, but not the obligation, to cure the default if the Property Owners fail to do so, and upon curing the default to receive an assignment of all rights under those state leases as to which notice was given; provided, however, that Park City will have no right to cure such default or receive an assignment of the Property Owners' rights under the State leases if Property Owners are attempting to cure such default or are appealing or in good faith disputing the State's determination of the existence of such default; provided, further, Park City's right to cure and receive an assignment shall at all times be subordinate to the right of Property Owners' lender(s) or mortgagee(s) to cure such default, including such lender(s) or mortgagee(s) right of receiving an assignment of lease or of appealing or in good faith disputing the State's determination of the existence of such defaults; provided, however, that this paragraph shall not limit the State's statutory right to

approve or disapprove any such assignment. If Park City exercises its right to cure, as provided herein, Park City shall have the right to seek and maintain an action for reimbursement against the lessee(s) of the applicable group of leases subject to default to recoup reasonable costs directly associated with cure. The Property Owners will seek the concurrence of the State with the uses of the state lands contemplated herein, and will ask the State to agree to send Park City a copy of any notice of default under a state lease and to allow Park City to exercise its rights specified above, subject to applicable law and the terms of the leases.

5.4 **Plat Notes.** The following notes shall be on all plats and records of survey for all areas west of the eastern perimeter controlled access gate:

NOTES:

1. Vehicular access through the eastern perimeter controlled access gate and the western perimeter controlled access gate is limited solely to residents and guests and shall otherwise be closed at all times.
2. All construction traffic regardless of vehicular weight is limited to U.S. Highway 40 and the eastern perimeter controlled access gate.
3. Public safety access and utility easements are hereby dedicated for all roads.
4. Permanent maintenance of all perimeter gates, roads, hard surfaced pedestrian/bicycle pathways, including snow removal, shall be the sole responsibility of the property owners and/or homeowners' association, to the reasonable satisfaction of Park City.
5. Park City Municipal Corporation is a third-party beneficiary and these plat notes may not be amended without Park City's written consent.

For any plat within Park City, the plat shall contain a public dedication of the bicycle/pedestrian paths, emergency/bicycle/pedestrian paths and emergency utility roads. For any plat outside of Park City, a public easement shall be granted over the bicycle/pedestrian paths, emergency/bicycle/pedestrian paths and emergency utility roads as shown on Exhibit "U."

5.5 **Covenants, Conditions and Restrictions.** Any homeowners association covenants, conditions and restrictions relating to the Property west of the eastern perimeter controlled access gate shall contain the exact information referred to in Section 5.4.

5.6 **Recorded Restrictive Covenant.** The perimeter controlled access gates shall limit access from Park City to the Property and vice versa. Upon dismissal of the Action with prejudice, Property Owners shall, as soon as reasonably practical and necessary, record on the official records of Summit County and Wasatch County, Utah a restrictive covenant and equitable servitude relating to the perimeter controlled access gates which provides for the placement of the gates, for the maintenance and use of the gates, and which prohibits the removal or disabling of the gates without the prior written consent of the Property Owners and Park City. No party to this Agreement shall have the authority, unilaterally or otherwise, to remove any controlled access gates, or to otherwise allow non-resident vehicular traffic through the controlled access gates. The restrictive covenant and equitable servitude shall run with the land and shall be substantially in the form of Exhibit "Y".

5.7 **Processing Fees and Charges.** The following processing fees shall be applied to the development of the Property:

5.7.1 Property Owners shall pay all usual, planning and processing fees for the Roosevelt Gap Development, the Snow Park Hotel Site and Hidden Hollow.

5.7.2 Property Owners shall not be obligated to pay initial planning fees for Slalom Village and Snowtop unless Property Owners seek development approval prior to their receipt of approval from Wasatch County.

5.7.3 Property Owners and Park City shall fully cooperate with the annexation process by providing and/or seeking any information reasonably necessary for the review of the areas including, providing the statutory notice required by the *Park City Land Management Code*.

5.7.4 Property Owners shall be required to pay planning, building and impact fees, except as provided herein, for any portion annexed to Park City with appropriate offsets for contributions and improvements and without any duplication of impact fees.

5.7.5 **Impact Fees.** Park City's impact fee ordinances shall apply to all portions of the Property that are currently within the City's corporate boundary and to those portions of the Property that are annexed into Park City. Park City's impact fees are assessed at the building permit application phase. Pursuant to this Agreement, some of the area contemplated for annexation into Park City could in fact be annexed *after* building

permits have been issued by another jurisdiction. In such a case, Park City may not unilaterally assess additional Park City impact fees.

Property Owners shall not petition to annex any portion of the Property into the Park City School District. Park City's School Facilities Impact Fee is a fee charged to offset the impacts of growth on the need for new facilities in the Park City School District. Park City shall not charge a School Facilities Impact Fee for development within that portion of the Property that is not within the Park City School District.

Property Owners intend to serve all of a large portion of the annexation areas with sewer and water facilities that are not part of the Snyderville Basin Sewer Improvement District (SBSID) or the Park City municipal water system. Park City shall not impose water or sewer impact fees on that development within those portions of the Property that are annexed into Park City but that are not served by the Park City municipal water system of the SBSID.

Property Owners are offering to dedicate public access to a significant network of trails and to deed to Park City title to Statutory Warranty Deed and perpetual conservation easements (to the reasonable satisfaction of Park City) to a significant amount of passive open space as a component of their petitions for annexation. This network of trails and dedicated open space is an offer in excess of the trails/open space system that Park City typically requires of Master Planned Developments. Further, the offer specifically contributes trails and open space in a manner that contributes to Park City System Improvements as that term is defined in the Park City Impact Fee Ordinance. As such, once

dedicated, the value of the offered improvements that actually exceeds that typically required in Park City for development approval shall be considered an offset to the Parks, Trails, and Open Space impact fee that is imposed at the time of building permit application.

While Park City impact fees may change from time to time, and while a change in impact fees is not precluded not provided for by this Agreement, the value of the excess open space and trails anticipated herein is in excess of the Parks, Trails and Open Space impact fee calculation for the maximum development anticipated within the annexation areas. Generally, Park City requires Master Planned Developments within its boundaries to leave 60% of the land in open space and requires dedication of a far less extensive and extensively-maintained public access trail system. If all annexation areas are annexed, Property Owners shall be entitled to an offset of up to \$1.118 Million (adjusted by CPI, with a base year of 1995) against the park City's Parks, Trails, and Open Space Impact Fee actually assessed for the value of excess open space and trails that is actually dedicated to Park City.¹ Of the \$1.118 Million offset, \$500,000 is attributable to excess land and trails dedications associated with the Roosevelt Gap/Snow Park Annexation, \$300,000 is attributable to the excess land and trails dedications associated with the Slalom Village Annexation Area, and \$318,000 is attributable to excess land and trails dedications associated with the Snowtop/Hidden Hollow Annexation Area. Offsets will be available annexation

¹ The \$1.118 Million calculation assumes 335 acres zoned Recreation Open Space (pursuant to the *Park City Land Management Code*), with approximately 105 acres dedicated to Park City in fee simple absolute, approximately 177 acres *conservation easements (drafted to the reasonable satisfaction of Park City)*, and approximately ten miles of improved and maintained trails.

area, by annexation area, at the time of application for building permits. Any unused offset from one annexed area may be transferred to another annexed area. Property Owners are not entitled to a rebate of dedicated land or money.

5.8 **Good Faith.** The parties have dealt with each other in good faith and will continue to do so.

5.9 **Discretionary Approvals.** All discretionary approvals required under the *Park City Land Management Code* or any other state or local rule or law, which have not yet been granted or otherwise resolved by this Agreement, must be obtained by the Property Owners in accordance with all applicable state and local regulations.

5.10 **Subsequently Enacted Regulations/Retained Powers.** Property Owners shall comply with all subsequently-enacted state and local rules, laws, ordinances and regulations. Nothing in this Agreement shall limit the future exercise of the police power of Park City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations after the date of this Agreement. Any legislation which is inconsistent with the terms and provisions of this Agreement shall not be applied to development activities on or about those portions of the Property subject to possible annexation, as appropriate, unless the legislation also has general application to development activity in Park City. Provided however, that for a period of 15 years from the date of this Agreement, no rule, law, ordinance, or regulation subsequently enacted by Park city shall

decrease the density, use, or configuration (including the roads) of the development contemplated by this Agreement.

5.11 **Private Roads.** The parties agree and understand that all roads within the Development Plan will be private at the time of development, subject to specified public easements, and may not meet Park City's public road standards or *Park City Land Management Code* requirements. The private roads within the Development Plan are depicted on Exhibit "B." The Parties agree that roadway corridors will be retained by Property Owners so as to overlay and include the roadways approximately as shown on Exhibit "B," and will not be encumbered by conservation easements, dedicated as open space and may not be included on adjacent plats. Roadway corridors shall generally be 50 feet in width, except where construction requirements, such as cuts, fills, skier bridges and other related structures may require additional width. Property owners will, in such cases, retain as little width as necessary to include such improvements. Roadway corridors may be dedicated to a master homeowners association or special service districts.

5.11.1 **Right to Construct Roads.** The Parties acknowledge and agree that certain roads within the areas contemplated for annexation herein are necessary for the development of areas not contemplated for annexation. In the event Property Owners proceed to develop non-annexation areas prior to the areas which are contemplated for annexation, Park City agrees not to interfere with the construction of such roads within the annexation area pursuant to Wasatch County approvals and building permits. Such construction shall not alter the Property Owners' obligations, as set forth and

contemplated herein, to offer annexation of those areas prior to development. Such roads may be constructed prior to any plat or record of survey approval within the annexation area.

5.12 **Conceptual Plans.** The Parties acknowledge that the structures shown on Exhibits "B," "C," "D," "E," "N," "O" and "P" at Snow Park, Roosevelt Gap and Slalom Village are illustrative concept plans, and are not final architectural plans. Final plans may vary, except that such variations may not violate the defined development envelopes shown on Exhibits "N," "O" and "S." Further, in the case of Snow Park/Roosevelt Gap Development, such variation may not violate the visual impact restrictions in Sections 5.2.2.2 and 5.3.9 and, in the case of the Snow Park Hotel Site, may not violate the massing requirements contained in Section 5.2.2.1. Further, such variation may not violate any explicit requirements of this Agreement.

VI.

DURATION OF APPROVAL

6.1 In the event Park City grants/approves all or any portion of the Property Owners' application to annex and/or develop contemplated herein, the duration of the approval shall conform to the provisions of the *Park City Land Management Code* which exists on the date of approval.

VII.

MISCELLANEOUS PROVISIONS

7.1 **Agreement Binds Successors and Assigns.** Property Owners shall be entitled to transfer and/or assign their rights and obligations under this Agreement to any

purchaser or transferee of the Property. This Agreement shall be binding on the successors and assigns of the Property Owners in the ownership or development of any portion of the Property. Except as reflected on the plat notes, real covenants, equitable servitudes and easements contemplated herein, this Agreement shall not bind individual single family lot or multi-family unit purchasers in their capacity as lot or unit owners and is not intended to be reflected on their individual titles.

7.2 **Release of Property Owners From Obligations Under This Agreement.** In the event of a transfer of all or any portion of the Property, the Property Owners shall transfer such rights and obtain an assumption by the transferee(s) of the Property Owners' obligations under this Agreement. Upon full and complete transfer of all rights and obligations, the transferee(s) shall be fully substituted as the Property Owners under this Agreement. Except as reflected on the plat notes, real covenants, and easements contemplated herein, this Agreement shall not bind individual single family lot or multi-family unit purchasers in their capacity as lot or unit owners and the Agreement or its terms are not intended to be reflected on their individual titles.

7.3 **Effect of Park City Resolution No. 38-92.** The terms and provisions of Park City Resolution 38-92 shall not nullify, supersede, or otherwise impair the obligations, benefits or rights provided for and or obtained by this Agreement.

7.4 **Notice.** Property Owners shall give Park City immediate written notice and copies of any and all documents filed and/or submitted to Wasatch County and/or Summit County concerning any proposed development of the Property. To the extent notice

is required by this Agreement, such notice shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses:

Trans Wasatch Company, L.L.C.: McKay Edwards, President
190 North Main Street, Suite #1
Heber City, Utah 84032

Park City Consolidated
Mines Company Harry Reed, President
P.O. Box 497
Park City, Utah 84060

Copy to: Stephen G. Crockett, Esq.
Giauque, Crockett, Bendinger & Peterson
170 South Main Street
Suite 400
Salt Lake City, Utah 84101

Park City Municipal Corporation Toby Ross
City Manager
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060

Copy to: Jodi F. Hoffman, Esq.
City Attorney
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060

Copy to: Mark R. Gaylord, Esq.
Sutiter Axland & Hanson
175 South West Temple
Suite 700
Salt Lake City, Utah 84101

7.5 **Enforcement.** In the event Park City or the Property Owners violate the terms of this Agreement, the non-breaching party may, without seeking an injunction and after fifteen (15) days written notice to correct the violation, take such actions as shall be deemed appropriate under law until such conditions have been satisfied.

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

7.7 **Entire Agreement.** This Agreement, with Exhibits "A" through "Y", constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by all parties to this Agreement.

7.8 **Fees and Costs of Enforcement.** The prevailing party shall be entitled to recover all of its reasonable attorneys' fees and all costs and expenses necessary to enforce this Agreement.

7.9 **Third Party Representations.** Each party to this Agreement is not liable or otherwise responsible for the other party's representations or statements made to third party individuals or entities.

7.10 **Authority to Execute Agreement.** Each party to this Agreement warrants and hereby represents that the individuals executing this Agreement on its behalf, have full and complete authority to do so.

7.11 **Stipulations of Continuance.** The parties agree that prior to the dismissal of the Action with prejudice, as required under this Agreement, to execute such stipulations or other documents as are necessary to maintain the Action.

7.12 **Captions.** The article and section headings contained in this Agreement are for purposes of reference only and shall not limit, expand or otherwise effect the construction of any provisions hereof.

7.13 **Governing Law.** This Agreement and all matters relating thereto shall be governed by, construed and interpreted according to the laws of the State of Utah.

7.14 **Interpretation.** Whenever the context shall require, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. This Agreement has been drafted with the input of both parties and shall be interpreted and construed as such.

7.15 **Severability.** If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall only affect such other term(s) or

provision(s) of this Agreement as is necessary to preserve the material objectives of the parties.

PARK CITY CONSOLIDATED MINES COMPANY, INC.

By *James Ingley*
Its *Chairman*

TRANS-WASATCH COMPANY, L.L.C.

By *[Signature]*
Its *President*

PARK CITY MUNICIPAL CORPORATION

By *Brody A. Orr*
Its *Mayor*

ATTEST:

Anita Sheldon
Anita Sheldon, City Clerk

APPROVED AS TO FORM:

Jodi Hoffman
Jodi Hoffman, City Attorney

settlement pem



April 18, 2016

Deer Crest Janna, LLC
500 Mamaroneck Ave, Suite 406
Harrison, NY 10528

NOTICE OF PLANNING COMMISSION ACTION

<u>Application #</u>	PL-16-03101
<u>Subject</u>	St Regis Deer Valley
<u>Project Address</u>	2300 Deer Valley Drive
<u>Description</u>	Amended Deer Crest Hotel Conditional Use Permit
<u>Action Taken</u>	Approved as amended at the Planning Commission meeting.
<u>Date of Action</u>	April 13, 2016

On April 13, 2016, the Park City Planning Commission conducted a public hearing and approved an application for an amendment to condition #14 of the June 18, 2009, amended Deer Crest Hotel Conditional Use Permit (CUP), also amending conditions of approval #3 and #4 of the April 23, 2014, amended Deer Crest Hotel CUP regarding timing of construction for Phases 2 and 3 at the Snow Park site. Final action is subject to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. This application is a part of a larger Master Planned Development known as the Deer Crest Annexation MPD and is subject to the 1995 Deer Crest Settlement Agreement, as amended in December of 1998 and also in April 6, 2001, by the City Council. On February 28, 2001 Planning Commission approved the Deer Crest Hotel CUP (formally known as the Rosewood CUP). Amendments to the CUP were approved by the Planning Commission on July 25, 2001, March 24, 2004, May 11, 2005, April 22, 2009, and April 23, 2014. The City Council denied an appeal of the April 22nd approval on June 18, 2009.

2. The proposed density of 99.5 residential unit equivalents at Roosevelt Gap, 30.5 residential unit equivalents for Snow Park (total of 130 unit equivalents) and up to 5% of the gross floor area for support commercial uses with an additional 5% gross floor area for meeting space on the 12.07 acre development site is consistent with the Deer Crest Settlement, as amended.

3. The proposal is located in the RD (Residential Development) and RC (Resort Commercial) zoning districts subject to the Deer Crest Settlement Agreement and MPD.

4. A total of 244 parking spaces are required for the entire CUP, with a maximum of 146 spaces allowed at Roosevelt Gap and the remaining spaces required at Snow Park (north and south sites). The December 12, 2000, traffic and parking study by Sear-Brown relies on a guest and employee shuttle system, with a majority of the employee parking provided at Jordanelle Village off of Highway 40. With the shuttle system and parking provided at Jordanelle Village the existing parking, with the surface parking lots at Snow Park, is adequate to meet the demands of the existing uses.

5. A total of 105 overnight parking spaces, and up to 41 day use spaces, are allowed at the Roosevelt Gap site. Eight of these spaces are provided as tandem spaces for valet parking. The amended Settlement Agreement, allowed the Planning Commission to approve overnight parking in conjunction with a luxury hotel and upon demonstration that the remainder of the (Deer Crest) project has been modified to result in no net increase of traffic on Keetley Road.

6. A one- year review of the parking and traffic situation, after certificates of occupancy were issued, was conducted by the applicant and presented to the Planning Commission on January 11, 2012 to evaluate actual traffic and parking impacts of this project. No additional issues were raised and the traffic and parking impacts were found to be mitigated as approved.

7. It is the desire of the developer to build this project in three phases. The first phase is complete and consists of the 105 Roosevelt Gap hotel/condominiums (99.5 UE), including a restaurant, bar, and spa; the funicular and funicular building at Snow Park (the funicular building contains one condominium unit, common area for the hotel lobby and check in, back of house hotel uses, and two affordable housing units); and a temporary sales office with surface parking.

The second phase consists of the south parking structure at Snow Park with condominium units above (approximately 10 UE). The third phase consists of the north parking structure and condominium units above (approximately 20.5 UE). The total density approved for Snow Park is 30.5 UE.

8. During construction of the North Snow Park site when the 56 surface spaces are not available and until the north parking structure is complete, there will be a possible shortage of parking spaces at Snow Park. The applicants indicate that they can accommodate any shortfall during construction by tandem parking with valet service in the South Snow Park parking structure and within the porte-cochere/drop off area at Snow Park.

9. Staff has reviewed this application for an amendment to condition of approval #14 (of the 2009 CUP approval) as described in this staff report, and as amended with the April 2014 CUP approval and finds the application in compliance with the Conditional Use Permit criteria and consistent with the Deer Crest Settlement Agreement, as amended. Staff has also reviewed the request for an amendment to condition of approval #4 of the

2014 amended CUP approval and finds the application in compliance with the Conditional Use Permit criteria and consistent with the Deer Crest Settlement Agreement, as amended.

10. The surface parking was constructed to the requirements of a permanent surface parking lot, including paved surface, physical dimensions, landscaping, lighting, storm water, and a final finish treatment was applied to the retaining wall as previously conditioned.

11. Staff finds that these amendments provide clarity in terms of construction phasing and provision of an updated parking study.

12. The regulations and language in the Land Management Code regarding Conditional Use Permit review as well as Lot and Site regulations in the Residential Development (RD) District code have not substantially changed since the CUP approval and there has been no change in circumstance of the property that would necessitate submittal of a new Conditional Use Permit application.

Conclusions of Law

1. The Application complies with all requirements outlined in the applicable sections of the Land Management Code, specifically Sections 15.1.10 review criteria for Conditional Use Permits.

2. There is no change in Use. The approved Use was determined to be compatible with surrounding structures in use, scale, mass, and circulation.

3. The approved Use was found to be consistent with the Park City General Plan per the June 18, 2009 approval. The requested amendment is not contrary to the General Plan.

4. The proposal is consistent with the Deer Crest Annexation and the 1995 Deer Crest Settlement as amended.

5. The effects of any differences in use or scale have been mitigated through careful planning and conditions of approval.

Conditions of Approval

1. All standard project conditions shall apply.

2. All conditions of approval of the 1995 Deer Crest Settlement Agreement, as amended, continue to apply.

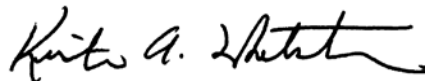
3. All conditions of approval of the Deer Crest Hotel CUP approved on February 28, 2001 (then known as the Rosewood CUP) and amended by the Planning Commission on July 25, 2001; March 24, 2004; May 11, 2005; and April 22, 2009 (with final approval by the City Council on appeal on June 18, 2009), and April 23, 2014, shall continue to apply, with the exception of Condition #14, amended again, with this April 13, 2016 CUP Amendment as follows:

14. The applicant shall submit a complete application and building plans for construction of the Phase 2 parking structure and condominium units at Snow Park South, on or prior to December 31, 2017. If plans are not submitted within this date, the prior CUP approval for Snow Park South shall expire and a new Conditional Use Permit application will be required to be reviewed by the Planning Commission prior to submittal of such building plans for the Snow Park Site. A complete building permit application for Phase 3 shall be submitted by December 31, 2020.

4. Prior to issuance of a building permit for Phase 2 the applicant shall submit for review by the Planning Department Staff an updated parking study for the St. Regis Deer Valley Hotel and an interim-parking layout, to be approved by the Planning Department Staff, addressing any temporary parking shortages that may occur due to loss of surface parking during construction at Snow Park.

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,

A handwritten signature in black ink, appearing to read "Kirsten A. Whetstone". The signature is fluid and cursive, with the first name "Kirsten" being more prominent.

Kirsten A. Whetstone, MS, AICP
Senior Planner

Cc File

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.

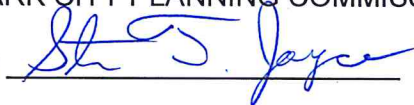
Q. Separability. If any provision or provisions of this Permit shall be held or deemed to be, or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent,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

Parking and Unit Equivalent Analysis

Unit	SF	UE's	Required Parking
201	2925	1.46	2
202	2249	1.12	2
203	1945	0.97	1.5
301	2925	1.46	2
302	2249	1.12	2
303	2545	1.27	2
401	2934	1.47	2
402	4155	2.08	2
403	2534	1.27	2
2 AHUs*	908	0	2
Residential SF	24,910	12.23	20
Commercial Restaurant**	2357	2.357	12
Amenity Club Space***	2183	0	0
Total	29,450	15	32

*1 AHU of 449 SF is located in the Phase 2 building, 1 AHU of 459 SF is located in the Funicular building. These units total 1.135 AHUs but are not included in the total UEs

** The St. Regis is proposing a 2357 SF Restaurant on the 1st Floor

*** Amenity Clubs have no parking requirement

	Existing Roosevelt Gap Parking	Snow Park North Parking	Snow Park South Parking	Existing Jordanelle Parking	Total Parking Provided	CUP Parking Required	Original Developer Parking Commitment
Original Hotel (Before Ph. 2 Construction)	157	65	9	173	404	319	348
Ph. 2 Under Construction (Now)	157	65	0	173	395	319	337
When Ph. 2 is Done	157	65	35	173	430	334	394
Ph. 3 Under Construction	157	4	35	173	369	334	338
Ph. 3 Completion	157	79	35	173	444	374	387