

**PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION
CITY COUNCIL CHAMBERS
March 22, 2017**



AGENDA

MEETING CALLED TO ORDER AT 5:30PM

ROLL CALL

ADOPTION OF MINUTES OF March 8, 2017

PUBLIC COMMUNICATIONS – *Items not scheduled on the regular agenda*

STAFF BOARD COMMUNICATIONS AND DISCLOSURES

CONSENT AGENDA – *All items on the consent agenda shall be passed or denied by a single motion at the Commission meeting, unless a motion to remove a specific item is made. If a member of the public or a member of the Planning Commission requests a public hearing on a consent agenda item, then the item shall be removed from the consent agenda and acted on at the same meeting.*

1335 Lowell Avenue – Conditional Use Permit (CUP) application for the installation of telecommunication facilities on the rooftop, and within the parking garage, of the Lowell Condominiums. PL-17-03458 58
Planner
Scarff
Public hearing and possible action

280 Daly Avenue – Steep Slope Conditional Use Permit (SS CUP) application for the construction of a new single-family home with at least 200 square feet of the Building Footprint proposed to be built upon an existing slope of 30% or greater. PL-17-03423 100
Planner
Scarff
Public hearing and possible action

REGULAR AGENDA – *Discussion, public hearing, and possible action as outlined below*

1003 Woodside Avenue – A plat amendment requesting to combine the property into one lot of record. 1003 Woodside Avenue consists of Lot 1 and Lot 2 of Block 9, Section 16 of Snyder's Addition to Park City. The non-historic structure sits over Lots 1 and 2. PL-17-03473 132
Planner
Hawley
Public hearing and possible recommendation to City Council on April 13, 2017

Intermountain Healthcare Amended Master Planned Development (MPD)- Ratification of Development Agreement PL-15-02999 148
Possible ratification
Planner
Whetstone

Request by Deer Crest Associates to amend the Deer Crest Settlement Agreement/Master Planned Development approved on December 29, 1995, to eliminate a required physical disconnect of Deer Hollow Road (aka Keetley Road) at the Slalom Village (aka Deer Hollow) development parcel location. PL-16-03209 241
Planner
Whetstone
Public hearing and possible action

ADJOURN

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
MARCH 8, 2017

COMMISSIONERS IN ATTENDANCE:

Chair Adam Strachan, Melissa Band, Preston Campbell, Steve Joyce, John Phillips, Laura Suesser, Doug Thimm

EX OFFICIO:

Bruce Erickson, Planning Director, Francisco Astorga, Planner; Kirsten Whetstone, Planner; Polly Samuels McLean, Assistant City Attorney; Jodi Barnett, Outside Counsel

REGULAR MEETING

ROLL CALL

Chair Strachan called the meeting to order at 5:35 p.m. and noted that all Commissioners were present.

ADOPTION OF MINUTES

February 22, 2017

Chair Strachan referred to page 7, first paragraph, and changed Heinrich Deter to correctly read Heinrich **Deters**

MOTION: Commissioner Joyce moved to APPROVE the minutes of February 22, 2017 as corrected. Commissioner Thimm seconded the motion.

VOTE: The motion passed unanimously.

PUBLIC INPUT

There were no comments.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Planner Astorga introduced Tippi Morlan as the new Planner. Ms. Morlan is a USC graduate and she worked for Lehi City prior to coming to Park City.

Planner Astorga reported on the Alice Claim applications and noted that the applicant was able to obtain an access easement over the adjacent property. Since it had already gone through City Council review and public hearing, he expected the City Council to remand it

back to the Planning Commission at their meeting tomorrow evening. Planner Astorga stated that because it was different than what the Commissioners had forwarded their recommendation on, the application should be back before the Planning Commission very soon.

Commissioner Phillips disclosed that he would be recusing himself from 40 and 46 Silver Strike Trail due to the fact that he works for them.

Commissioner Suesser disclosed that she would be recusing herself from the Intermountain Health Care Amended Master Plan Development because she worked on the original plan. Assistant City Attorney McLean stated that since this item was only a Continuation, Commissioner Suesser should refrain from the vote but she would not have to leave the room.

CONTINUATIONS (Public Hearing and Continue to date specified.)

Intermountain Healthcare Amended Master Planned Development (MPD)-
Ratification of Development Agreement (Application PL-15-02999)

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

MOTION: Commissioner Phillips moved to CONTINUE the Intermountain Healthcare Amended Master Planned Development, Ratification of Development Agreement to March 22, 2017. Commissioner Band seconded the motion.

VOTE: The motion passed. Commissioner Suesser abstained from the vote.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

NOTE: The Treasure Hill portion of the Minutes is a verbatim transcript.

1. Treasure Hill Conditional Use Permit, Creole Gulch and Town Lift Mid-station Sites – Sweeney Properties Master Plan (Application PL-08-00370)

Chair

Strachan: Francisco, what's our---what are we going to be doing tonight? What's our road map?

Planner

Astorga: Yeah, I think we're going to have a---I'm going to do a quick introduction to the Staff report. I have several introductions. And then the applicant has two five minute presentations is what they've told me.

Chair

Strachan: Okay.

Planner

Astorga: Three, three five minute presentations.

Chair

Strachan: Three five minute presentations.

Planner

Astorga: And that's why we've got that clock right in front of them. That's a joke. And obviously---I'm sorry, that was just a really bad joke. But with that said, we do ask you to hold a public hearing. We do ask you to provide any comments and direction, and then we'll continue the item to April 12th, 2017 where hopefully we will be discussing transportation and traffic. I say hopefully because I haven't seen any of the reports yet, and I do need time to review the updated transportation analysis. So I do ask for that. So if it's okay with you I would like to start the, the item here.

So on page 20 of your Staff report, where in anticipation for the April 12th meeting with the updated information that's coming to the City soon, we thought it would be convenient to discuss some of these items that are semi related to transportation. The first one is Item 4, emergency vehicle access. Skipping around a little bit, Item 6 as listed in the conditional use permit criteria is internal vehicular and pedestrian circulation system, as well as control of delivery and service vehicles, loading/unloading, and the last one is the expected ownership of the project. I'll let the applicant focus on those. They provided four exhibits. Three of them were the simple sheets that are already part of the packet. So, I'll let them talk about that. But we really did a quick introduction to the parking as, like I said, we're going to be talking about transportation and traffic.

And I'll be more than happy to answer any questions. But we do want to point out that the applicant is requesting to place 424 parking spaces. When I say parking, let me clarify that to you. I mean, off-street parking. This is

nothing to do with any mitigation that they need to mitigate regarding transportation and the street parking. But this is the required parking spaces per the filed conditional use permit where they had a specific finding and/or condition of approval development parameter, which indicated they've got two options for the parking requirements. They could either use the parking ratios that were identified on page 22, I want to say, that it had a table. I copied that table on the Staff report on the bottom of page 25. That's the entire table. I blew up that specific, they called it Table to Modified Parking back in 1986. And it provided specific parking ratios depending on the size of each residential unit. The table below that on page 26 shows that the required number of parking spaces is 367 parking spaces. I've got the math right in front of us there.

The other standard that they could utilize is the, the parking ratios, I believe that the MPD says at the time of approval. And the vest, this application is vested under the 2004 LMC, the 50th Edition of the LMC. I didn't go into much detail on that as the applicant is suggesting and proposing to go with this modified parking analysis per the Master Plan. And I also included another exhibit that was part of the original submittal or updated submittal as of December 2008, which shows us a little bit better of the parking locations as currently---in these four identified areas.

So the applicant, in their table on Page 16 of their submittal, indicates that they're proposing 424 parking spaces. And again, the entire purpose of this meeting today, or one of it, a big part on the City's end is to have this introduction to parking, see if we could clarify any questions upfront. The applicant, in conjunction to their transportation traffic updates, they're also going to be providing an updated parking analysis coming up on April 12th.

And that's all I have for you, other than I want to update you that we've received three or four additional public comments after that last public hearing in February. And all of our public comments are posted on our website, should you want to look at those. I know that there's another video that was sent directly to you. I don't know why, but whenever I opened the video I could only view it sideways. I couldn't figure that out. If you want to look at that video I'd be more than happy to, to pull it up. But that's all I have for you.

I'm here to answer any questions regarding the introduction provided regarding parking in the Staff report. And I believe that the applicant will want to discuss the four other items that were also listed on the report.

Chair

Strachan: Great.

Planner

Astorga: That's all I have.

Chair

Strachan: Okay. The four other items? Or some other approach?

Shawn

Ferrin: So three five minute presentations and a two-minute introduction. It's great to be back with you again. As always, the entire Treasure team is here. The owners, planners, engineers, architects and lawyers. So any of us are available to answer questions. Francisco gave a very good introduction. A little bit of road map going forward. We have proposed to Staff an agenda for not only next month's meeting, which will be traffic and parking, but meetings going forward to try to make sure we're following a schedule getting things to you in the proper order. We'll talk with Staff about that sometime this week, and get a good schedule going forward.

The four items that will be discussed; Emergency vehicle access, Criteria 4; Internal vehicle pedestrian and circulation systems, Criteria 6; Control of delivery and service vehicles, loading/unloading zones, and screening of trash pickup areas, Criteria 13. All tie to traffic and parking, and that's why we're presenting them tonight, to give you some background about those items so that you can be better prepared to discuss traffic and parking in more detail at the next meeting. We're also throwing on the agenda tonight, ownership and management.

So, Steve Perkins, David Eldridge, and Pat Sweeney are going to address those items. And as they do, I want you to keep one critical fact in mind. Treasure Hill was designed so that all of the activities they're going to talk about; vehicle access, trash storage and pickup, transit stops, emergency vehicles, valet parking and hotel registration, all occur off-street. Treasure is designed so that all those activities are located on or under the project. Unlike Main Street and many other developments, you're not going to have food delivery, supply deliveries in the morning, trucks parked on the street loading and unloading.

That design is a significant mitigation of the impacts that the Treasure design has implemented. It's a very expensive mitigation. It's also a mitigation that causes additional excavation. But it significantly mitigates the impacts of Treasure. That's what we're going to talk about tonight. I'm going to turn it over to---

Pat
Sweeney

(Applicant): Pat Sweeney. I'm going to start with the exhibit that's on your screens, and really start with our beginning, which was the fire protection plan that involved the County Fire Chief at that time, and the City Fire Marshall. And it, it drives a lot of the other circulation, but it's really the starting point of circulation off the street. And so access to, to the project for emergency vehicles is really three places. One where my pointer is right now, it's near the top of Lowell. One that is only for emergency vehicles, in particular fire trucks, but also ambulances. And it's a heated melted sidewalk that goes up into the middle of the Creole side. And then the final one is down towards Empire which is the driveway that goes over to what we call the One Buildings, or what in the Master Plan is called the Mid-Station Site. There is a turnoff there that goes to the fire department control center, which is located here. Key to that plan, which had a number of things in it is that where you see the red lines fire trucks can drive. So, for example, a fire truck can drive through this parking structure and back out. Once again, this is where they have their control or emergency center, which is a requirement of that fire plan. The other access for fire trucks is on the heat melted sidewalk in the winter, and in the summer on the sidewalk up into the middle of the project. And then, finally, over to the One Buildings.

And the reason there is a retaining wall here and what looks like a road outside these buildings, is that the fire department required that they be able to park outside in the event of, of a fire. And they gave us an exception to be able to drive through that parking structure to get there, subject to installing additional equipment that made that safe.

For ambulances, they can use any of the red paths obviously, because they are much smaller. But they also can drive through the parking system or internal street way and get to all the main elevator shafts and the Creole side. They can also get to the elevator shafts on, on the Mid-Station side. That was very important in the development of that fire protections plan.

Those two things, the fire access and the EMS access then drove the clearance in our garages, and for ambulances it's 12 feet. That leaves us a couple feet for drop downs and structure that we can't anticipate at this point, and fire sprinklers and lights and so on. And then the clearance for the fire truck through these two garages through here and here is 14-feet clear. And once again, that, that drove a lot of the structure of the parking within the project associated with those driveways.

At this point I think I'll turn it over to, to David Eldridge. And I'm just going to switch seats. David, actually, if you talk I can drive. Just tell me where you are.

David
Eldridge

(Architect): Well, as you may recall from the site plan, there are basically three clusters of buildings and then on more substantial building, which is the Hotel 4B. The parking garage on the left is between the rows of townhouses and the one midrise building, which is 1C. In all of the cases, as best they could we tried to locate the parking directly beneath the structures above, which set some, if not all of the boundaries. Part of the problem is that parking garages are wider than most all of our buildings, except for the hotel. So there are areas where the parking garages extend beyond the boundaries of the buildings. But we tried to locate them as best we could directly beneath the buildings.

The second cluster is the one right off of Lowell, which is the Three Buildings and the 4A Building. And that, because we have plazas and because they are deeper buildings by the nature of their use, we were able to get two rows of parking beneath. The big green and partially brown structure sits directly beneath the hotel. And then the blue up towards the top of the page sits beneath the 5A and 5C Buildings. And you'll see the green stars in all of those, that is the point at which the vertical circulation core for all of the buildings reaches all the levels of our parking structure.

Pat, I don't know if you want to go to the service. You'll see, there again you'll see those elevators. And at each bank of vertical pedestrian elevators, or guest elevators, there are also service elevators. And that's what the red lines going vertically represent. Those are just the service elevators, which are then all connected via this internal roadway for underground tunnels, so that all of the buildings can be accessed from the

main receiving and trash area, which is right at the, just off the road off of Empire. All of that is underground and screened. And not just being recessed, but also by the fire access lane, which is the ramp in front of it. So it's, it's really buried from sight from the neighbors.

I don't know if there's anything else that needs to be added.

Pat
Sweeney: Turn it over to Steve Perkins.

Steve
Perkins: Good evening. I think David and Pat have covered the emergency vehicle and the control delivery and service vehicles. I'm going to look at this diagram that's labeled V6. Pat, if you'd put that up. Right there. Which does show, in addition to pedestrian and skier circulation, some of the emergency vehicle and circulation that David and Pat just discussed. But I'm going to focus tonight on the skiing and pedestrian circulation that's shown in this diagram. If you can look at the sort of purplish-pink colors on the project, that represents the skiing through the project. The Creole run coming from the left side of the diagram remains in pretty much the same position that it is today. Then the return from the Quitting Time Run coming from the bottom portion of the diagram goes through what we call the One Buildings. And then the town run from the Mid-Station or the convergence of those two runs remains the same down into the Town Lift base.

This, the skiing is a part of a larger change to the ski plan that we're proposing that includes additional runs up the hill, an improvement we think in the level of skiers that will be able to access the skiing on this side of the mountain. We will be discussing that in greater detail at later meetings. But for now we're just going to focus on the immediate skiing within the project. There are some blue areas that are shown on the diagram. Those typically represent skier access areas. Those are important from a ski to-ski from standpoint so that our guests are able to ski from units and ski back to their units. And we've widened the runs at those locations so that can occur. Through the middle of the project as you get towards the lifts that are shown in blue, you can see that the, we have a yellowish color on the runs. That's a slow skiing area because there's going to be obviously people stopping to load on lifts, people coming off the Cabriolet, which I'll talk about, and moving through the project as well. That basically is the ski pattern.

The lift pattern is changed from the current Town Lift, which will be replaced. A new high speed quad, which is shown going off the diagram over the legend, will then be routed up to the top of approximately the top of Payday. It's a little higher than the Town Lift goes now. Then there will be a lower lift, which we're calling the Cabriolet, which is really a transport lift, much like the Cabriolet at the Canyons. And it will be available to transport both skiers and project guests to and from Main Street. And in that respect they will be able to then further access bus stops on Park Avenue, the Main Street Trolley, and the Old Town Transportation Center. So people will be able to go from the project to Main Street and to other areas in town without having to utilize their individual cars.

The pedestrian circulation, then, is shown by the dotted---the primary pedestrian circulation is shown by the dotted green lines. You can see it's quite extensive. It allows the guests of the project to circulate from one area, building area to the others. We have---where the ski run interrupts or goes through the project, we've provided a funicular, which is shown in the darker red color, which connects between the Five Building complex to the Three and Four Buildings so that guests can cross the ski run without having to walk across it. There's also a tunnel or underground connection under the ski run from the Five Buildings over to the Four Buildings. In addition, from the One Buildings you can, there is, will be an across snow connection, as well as an underground connection that pedestrians can utilize.

As we go to the adjacent site areas, there will be improvements to the Sixth Street stairs, so they'd be extended up to the project. And then a connection from the Eighth Street as well, with new stairways and walkways to connect that to the existing Eighth Street stairs.

The yellow dotted lines on the diagram represent emergency egress routes that are required on the fire protection plan from the buildings. These also will be available as secondary circulation routes for guests of the project, and will allow them to get to the primary circulation routes in a number of locations.

The last thing that's probably important to note is that we have expanded the amount of trails and trail connections for summertime use. Bike trails and hiking trails. Those are shown in the dashed, dark dashed lines.

The existing trails are shown in the lighter gray lines. And that then is a continuation of the existing trails system that's available both to local residents, guests of the project and visitors. Just as a matter of information, these patterns that are shown here haven't really changed since the 2004 addition of the plan. So it's been fairly consistent throughout. And we believe it is a comprehensive system that really gives both guests and the community access to the project.

Pat

Sweeney: So the, the final thing, and once again we're not going to get into the detailed parking numbers, we're do that next time. We'll provide a written response, a position on that, and also a presentation. And then the traffic engineer will talk about what he believes is the adequate number of spaces for this project.

So the final thing that we have to talk to you about tonight is ownership. And it's really quite simple. There will be a master condominium association, which will be the point of contact for the fire department, for the City, for Park City Mountain Resort. And that central one entity contact was very important in terms of the fire protection plan. And it goes along with a physical space where in the event of any kind of incident, the EMS system can utilize as a control center. And it will have all sorts of monitors, etc., in it. The other ownership of the project will simply then be sub-condominiums of various elements.

And that's it.

Chair

Strachan: All right. Anything further from the applicant at all?

Pat

Sweeney: No.

Chair

Strachan: All right. Francisco?

Planner

Astorga: I, I do have one more comment that I would like to address, or bring to your attention. And it's---I would like to simply read development parameters in Condition #3. I believe it's important regarding to the on-site parking. It says, "The approved densities are those attached as an

exhibit, and shall be limited to the maximums identified thereon. Parking shall be provided on-site in enclosed structures and reviewed in accordance with either the table on the approved restrictions and requirement exhibit, or the adopted ordinances at the time of approval. All service commercial uses shall be oriented and provide convenient service to those residing within the project, and not designed to serve off-site or attract customers from other areas”.

So this finding was a three-part. The first part talked about density. It took us to the, the density table. It tied it to parking, and then support commercial. Why do I bring it up? I do bring it up because we have a concern with the management of the parking in terms of how they are planning on managing their parking so that they don't attract customers off, from outside of the project.

Submitted with the 2008 update, December 2008 update V7, there's four shaded areas that they indicated as parking. One is hotel club residential, and the other one is staff, slash visitor parking. We would like, the Staff would like to find out supplemental information from the applicant in terms of how they're going to manage the parking so that they're in compliance with this finding, which was in the parking clause regarding no being able, or, or, yeah, not being able to attract customers from off-site. And that's what we wrote on the bottom of page 29 and 30, does the Planning Commission agree with this statement? All we have is the number of parking per site. We copied that same exhibit on page 25, their chart that says that they're requesting 424. And all we have is this exhibit that you've got on your computer, V7, which has a slightly different number, 427 and identified, identifies these four different areas.

So we would like to see if the Commission also shares that same item from Staff in terms of we're concerned how we're going to manage the parking so it complies with that specific development condition. And, and we fully understand that they're going to provide a position statement in preparation for the April 12th meeting.

Chair

Strachan: Well, we'll leave it to them whether they want to address that or not. But I'm sure if it's a question Staff has, then it's probably a question many of the Commissioners have as well. So, leave that to their discretion.

Anything further from Staff.

Planner

Astorga: No, that's it. Thank you. That's all from Staff.

Chair

Strachan: Any questions before we move to public comment?

Commissioner

Joyce: Yeah, I, I have a few.

Chair

Strachan: All right.

Commissioner

Joyce: You, you were showing---can we go back to the pede-, uh, shoot, it was the one that showed kind of the pedestrian walkways or---yeah, there you go. So are the things that are green lines and the things that are yellow lines, are those both something that are going to be cleared of snow year round and everything? Is that---

Steve

Perkins: Yes.

Commissioner

Joyce: Okay. So those, those are year-round available, especially the emergency pieces there in the yellow? And, and can you tell me a little bit more---we haven't paid attention to the little funicular that you have there. And it, is that doing anything from the standpoint of elevation gain, or is it literally just across the ski resort? I mean, you got a ski run coming perpendicular to that.

Steve

Perkins: There is, there is an elevation gain from the base of it at the four, Three and Four Buildings up to the Five Buildings. So there is a change in elevation there, as well as the crossing the ski run.

Commissioner

Joyce: So, I, I'm just, I was trying to picture---I mean, it, it looks like a fairly narrow place there, like, you know, maybe a 100 feet or something. It's so hard to tell on these, you know, big scaled in things. But it doesn't look like its 100 yards. It looks like it's 100 feet. I'm just worried about kind of a

safety thing that, you know, if you've got people who have an alternative of I can walk 100 feet or I can go over here and wait for the funicular, and then get in the funicular and ride the 100 feet and come down, you know, whatever, to park the funicular, that you risk having a lot of people walking perpendicular to a ski run coming through there. And I'm just wondering if---why you chose a funicular and not something like an overhead walkway that people would just be more inclined to go. I mean, I just see this---like clearly the funicular at the St. Regis, you pretty much, that's your only way to get up the side of the cliff. But it's not uncommon to have to wait long periods of time and stuff like that. And I think people are going to be impatient and the alternative is to walk across the ski run.

Pat

Sweeney: Steve, I'll address part of that and then Steve will address the other part. But working with the Park City Mountain, they are very concerned about that conflict, and we are as well, of skiers coming through here with speed and pedestrian on the ski, on the ski run. And so without making this some sort of penitentiary like thing, the solutions that we came up with were really this; visibility, less grade, and alternatives. And two alternatives to get to this building, there is a pedestrian connection from the lower plaza into this elevator corridor right here. So that's one alternative. That's inside kind of standard transportation.

Commissioner

Joyce: So that's underground then.

Pat

Sweeney: Underground, yeah.

Commissioner

Joyce: That's under the ski run? Okay.

Pat

Sweeney: Yeah. And then the other thing, we wanted to be fun and didn't invent the word funicular, but it's in there. And it, it's pretty steep here. It's like the one over at the St. Regis. And so a walkway we didn't think would really, it would be too inconvenient. And this is very short. And it's just, it's just back and forth. And we think that that will mitigate this, you know, skiers coming in the project. We have the same situation over in the One Buildings. And of course, it, you know, it exists already with people

walking down the runs and so on. And we're very concerned about that. Steve?

Steve

Perkins: You know, I think the response is, is that yes, you could put a bridge across there, but because of the elevation change you probably would still have to have an elevator or stairs to make the connection down to the lower elevation. So either way, you're probably going to be forcing people to circulate vertically as well as crossing the ski run.

Commissioner

Joyce: Okay. Kind of a similar question, and this had come up once before. But we talk about really the main way to keep people from getting in a car and driving over to Main Street kind of thing is, is to provide the Cabriolet going down. And I guess at some point, whether it's tonight or, or right now, you know, right now or later on, I'm just concerned about, you know, what are people going to---it's one thing when you're riding up from the Canyons when you're coming up from parking, because for the most people are doing that to go skiing. And so if it's really inclement weather you're wrapped up, you're bundled up, you're ready to go skiing, whatever. But if you're trying to go out to have dinner at Riverhorse and, you know, you're not dressed that way and it's 40 miles an hour winds and whatever, what happens? And the other question is, and what would the hours of that be? Because obviously if people are going out there for entertainment and stuff, how, what do you, how do you anticipate that?

Steve

Perkins: Well, first of all, unlike the Cabriolet at the Canyons, we anticipate this would probably be an enclosed car.

Commissioner

Joyce: Okay.

Steve

Perkins: For two reasons. Because of weather considerations, and also from a sound standpoint that there are adjacent residences and all that. And an enclosed car would then allow that to be mitigated, the conversations on that Cabriolet.

The second issue or response is that it's a short ride. It gets you immediately to the, this trolley system which would again, transportation,

you don't have to walk if you have inclement weather. So we don't, we don't think that people are going to necessarily want to take their cars and chance a DUI to drive down to Main Street. That may be different if it's to other areas in town. But I think for Main Street this is going to provide very convenient access.

Pat

Sweeney: A couple other points I think are worth mentioning. The first one is that your, your point is very valid Steve. And, you know, all we can do is lessen that activity by creating more convenient, more fun opportunities.

In addition to what Steve talked about for people that aren't afraid of getting a little exercise or want to get a little exercise before or after dinner, you can take these Eighth Street stairs and walk down the Crescent Walkway and get to the intersection of Heber and Park Avenue. Or you can take the Sixth Street stairs and get to Main Street. So there's, there's, if people are willing, they can use their feet.

The other thing, up in through the project, everything on the surface is heat melted, so that will help a little bit in terms of making it clear in snowy conditions.

And then probably the biggest factor of all is that, that we think is the reason why you want to have some nice amenities on-site so people don't have to go down to Main Street as their only option.

Steve

Perkins: And I think one other question you asked about was hours of operation. And I would anticipate that it would probably be like a 7:00 to 11:00 p.m., 7:00 a.m. to 11:00 p.m. operating schedule, and possibly later on the weekends. You know, I mean, that's going to be a management issue, and it's really going to be determined by what kind of demand you have, how many people are using it, and what kind of activities are going on. Obviously, during Sundance you may run it all night long, I don't know.

Commissioner

Joyce: Okay, thank you. Oh, I'm sorry, I do have one other one. I guess this is maybe a Francisco thing as much as anything. Just reading through the fire plan that we have, it's from 2004. And where most of the stuff seems fundamentally consistent, there's a lot of references to old fire codes, that we've added 150,000 square feet to the project since then. Is there an

update that would happen somewhere along with the fire plan? Is there another, you know, kind of redo of that? I mean, I just, if, if nothing else we've added dramatically to the, to the project since then.

Planner

Astorga: Yeah, we---this discussion was intended to be an introduction. But, yeah, we would need a full update from the current Building Official and current Fire Marshall, both with the City and also with the Fire District. So we would absolutely need an update because the one that was included in this packet was one that was submitted to the City prior to them filing their conditional use permit, even. So, absolutely we would need an updated letter or a fire plan that would go in conjunction to the submitted application. You're absolutely right.

Commissioner

Joyce: And I assume all the latest and greatest City Codes and everything are what would---Fire Codes are what would apply.

Planner

Astorga: It would, yes. It would be subject to current Building Codes.

Commissioner

Joyce: Okay, thank you.

Commissioner

Suesser: I have a comment about the emergency vehicle access. I assume the criteria applies to not just vehicle, emergency vehicle access within the project, but to the project as well, up and down Empire and Lowell. And she was wondering if that was going to be---if that was considered in the traffic study that's going to be updated.

Planner

Astorga: I believe, yes, that it would be part of the update of the transportation traffic study.

Commissioner

Suesser: Okay.

Chair

Strachan: Commissioners, any other questions before we open the public comment? I've got a couple. Do you have any quantifications on how much the

chairlift---how many vehicle trips the chairlift eliminates? I mean, I, I assume you guys assert that the chairlift mitigates some type of traffic impact, is that correct?

Pat

Sweeney: Yeah. Adam, I think that would be the April Meeting. Gary Horton does have an opinion on that that's based on traffic science. So, we'll see what that is.

Chair

Strachan: Okay. All right. And then you guys said you submitted a, sort of an agenda or a timeline of when, you know, the next few meetings would take place. Is there an anticipated decision date? At least what you guys think when you want a decision by?

Pat

Sweeney: We, we would like to be---ask for a vote. We intend to ask for a vote in the August meeting, but don't expect that vote to take place until the October meeting. And we'd be available for the September meeting to wrap it up. That's our, that's our agenda.

Chair

Strachan: Okay. All right.

Commissioner

Suesser: I have one further comment, Adam. With regard to the control of delivery and service vehicles to the project, have there been any numbers of delivery vehicles, daily trips, that kind of information provided? That you intend to provide?

Pat

Sweeney: That, Laura, Gary plans to talk to that as well. So, it's been a long time, but my recollection it was several trips a day, mostly in the morning. And you know, they're the typical kind of vehicles you see going to condominium/hotel projects. And once again, they would end up off the street in this, I don't know if it's still up, but it's---there's, there's a number of really good drawings that David has that are very detailed architecturally that show this area conceptually in a schematic or pre-schematic way that allows, so that you can get those vehicles to pull in here, back in there and do their business underground.

Commissioner

Suesser: Okay, but the number of vehicles would also be dependent on the, the actual use of the commercial space?

Pat

Sweeney: Yes, and I think that's where we have to rely on the, the traffic science from Gary.

Chair

Strachan: All right. Any further questions before we move to public comment? All right. Let's open the public comment on Treasure Hill CUP. Anyone wishing to speak on this matter please come forward and sign in.

Public Comments

Nikki

DeForge: Good evening. Thank you again for this opportunity speak. My name is Nikki DeForge. I'm an attorney with Fabian VanCott speaking tonight on behalf of THINC, a non-profit group of Park City residents, business owners and homeowners.

We, we obviously still need to digest the information that's been presented tonight, and we'll reserve the detailed comments for that to another meeting. But I did just want to make a couple of observations based on what we've heard tonight. And they are that we seem to be seeing a pattern here where the applicant purports to mitigate one issue and one problem by creating a different problem that violates the Master Plan requirements and the CUP criteria.

For example, tonight they talked about putting all of this delivery and circulation and traffic and so forth underground, but to do so they've got to do considerably more excavation. And excavation was one of the issues with the Master Plan that was limited because of concerns about all of the, the ancillary issues going there. And so again, in order to mitigate this issue with, with the vehicles and the delivery and parking and whatnot and put it underground, we then create another problem with another aspect of the project.

And I think another example of that tonight that you see is with this chairlift, where we see suddenly the chairlift ending right at the development, which is going to bring again a bunch more off-site visitors

and people to this site. They said this provides very convenient access for the people that are on-site to go down to Main Street, but the reverse is true, also. It provides very convenient access for anybody who wants to go downtown and who is downtown to come right up to this site and right into this, into this area. The stairs do the same thing. And this is going to be going, they said, from 7:00 a.m. to 11:00 p.m., potentially all night long bringing people up to this site.

And to echo what the Planning Staff said, we have a requirement in Paragraph 3 of the Master Plan that they not do this. This is a mandatory requirement stating that all of the support commercial use within the project cannot be designed to serve off-site, or attract customers from other areas. And you find this same language in the, in the relevant Land Management Code stating that the support commercial use is not to, to draw people off-site. And what they're proposing here does precisely that in, in great measure. And this fact, the fact that this project will draw these off-site people has been reiterated over and over in the documents and the presentations by the applicant themselves. Going back to our January 2017 meeting and the letter that they provided to the Planning Commission, the applicant in that letter stated that this, that the best they could say was that there would be a large portion of visitors to the support commercial areas who would be patrons, residents and employees. But again, the flip side of that is the concession that there will be others that are not residents, that are not employees, that are not patrons. They are the visitors that the Master Plan expressly said we could not attract to this site.

Also, in this Exhibit V7 that, that we've looked at tonight, the applicant telling allocated 56 of those parking spaces for quote "staff/visitor parking". Again, a concession that there will be visitors coming to this place. It's not just the residents. It's not just employees. And this allocation does not reflect an expectation of only 56 off-site vehicles per day, which would be substantial and contrary to the Master Plan, but actually reflects a need for parking for 56 off-site vehicles at any one time during the day. So the actual vehicle traffic coming to this site as expected by the applicant and is reflected in their plans is going to be considerable. And even the old traffic studies that we have, those expressly projected traffic coming from off-site to the on-site commercial uses. And keep in mind that those old traffic studies only anticipated 19 commercial units, and here we're talking now about 194. So if 19 is going to draw off-site people, imagine what 194 are going to do.

And then again, we see these plans today with, with chairlifts and stairs and everything providing quote, "very convenient access to this site going both ways". There is no way that these plans and these concessions that, that we're looking at, and these admissions, can comply with the Master Plan requirements. The only way that they can attempt to show compliance is with this no off-site visitor requirement for the commercial is to simply pretend like there would be none. And that seems to be what we're doing here, because in other places they claim that there will be no parking for the general public. Again we see 56 visitors, and then we have another statement saying no general parking. Well, even if there is no parking for the general public in this development, there will be a need for parking because of the people that are going to be coming. And so what happens then, is the burden of this additional vehicle traffic and parking gets foisted on the surrounding neighborhoods and streets, these narrow historic neighborhoods that cannot even manage the parking that they've got now, much less the additional traffic that's going to be coming on-site and off-site. And the emergency vehicles, the delivery trucks, all of these other things.

And so where we have a requirement of the Master Plan that all of the parking must be on-site and they purport to meet this requirement by saying we'll have no general public parking, the reality is we know that there is a need for general public parking, and that can only be met by pushing it off into these neighborhoods. So either way, you violate one of these requirements under the Master Plan. You, you can't, there's not a way to meet them both with this development as it is proposed.

And THINC has submitted a short video to the Planning Staff that I hope you'll have the chance to look at that shows the problems already there on these streets. And we have some additional videos that we'll be sharing that, that show an even greater problem with traffic meeting in the middle, people having to back out down these streets, having to pull in driveways, just to accommodate the traffic we have now in order to get the garbage trucks through, or in order to get just, just regular traffic passing. And yet, the plan for these streets is to narrow them. And in fact, the Lowell Road is going to be narrowed by about three feet next summer for a sewer update. So there really is no way to mitigate these problems without creating different problems rather than actually resolving problems. And again, that is, that is a pattern. We get sort of a slight of hand that's going on saying, look, we mitigated this by doing this. Oh, but now how do we

mitigate this with something else. It, it's just one thing that keeps getting knocked down and down and down and passed as we go without any actual solution.

As for the traffic discussion, which we'll also defer to the next meeting, we're very much looking forward to seeing these updated traffic reports, hopefully that show the, the dramatic expansion and the scope of this project. But we also want to reiterate the fact that any serious discussion on these traffic related issues cannot move forward until the applicant provides all of the information that was required in the Master Plan. Not just about traffic itself, but again, as its stated in, in Paragraph 9, "At the time of the Conditional Use review approval, individual projects or phases shall provide detailed landscaping, vegetation protection, and construction staging plans. This is all designed to ensure that the construction traffic impacts would be minimized, and that we would have the full picture of what's going to go on here, rather than just doing it piecemeal and mitigating here and taking away here. And none of that's been provided.

Similarly, we need information about how they're going to minimize site grading and what they're going to do with waste export, what they're going to do with excavation, because all of that detail is necessary in order to evaluate the actual traffic impact on this, on this, these neighborhoods as a result of this project. So until they provide not only the current reliable traffic study, but they also provide these detailed plans and, and additional information required by the Master Plan, the Planning Commission simply cannot adequately evaluate what the, the true impact of this project will be on traffic and related issues.

What we do know, however, is that this project as it has been proposed right now, does not comply with the parking related requirements of all on-site and not drawing any off-site visitors to the commercial. We know that that's not met. And so on that basis alone we would urge the, the Commission to deny this application, and then we can come back and talk about the other ways that this project doesn't comply next month. Thank you very much.

Chair
Strachan: Thank you.

Kyra
Parkhurst: Hello all, again. My name is Kyra Parkhurst. Just have a couple

questions. It's not supposed to---in dealing with not bringing outside people to the site. Right now when the parking lot down at Park City Mountain Resort is filled, Empire and Lowell become filled with skiers parking on the street and walking down the street to get there. So when all of a sudden skiers find out, wow, I can get on this high-speed and be on Payday and be up to the bowls this much quicker, they are now going to start to park at the top of the street, walk into the driveway. Now unless this going to be a private gated thing that you need a pass code to get in, people will just walk in and get on the lift right there. And right now the streets can't handle it. And I don't know how they will monitor people not parking on the streets to get to the site.

Another question is the roads that, and the safety areas that fire, that they're keeping clear for the fire department, how will these be monitored that people don't park on them. Is somebody going to stand there 24 hours a day moving cars and telling people they can't park there? Because, believe me, if somebody sees a melted down driveway, they're going to park there.

And then concern. We, unfortunately, live in an age of terrible terrorist activities and disasters that can happen. And let's say something really bad happens up there, or a major fire happens. So, this all sounds great, all the fire trucks and everyone else is going to be coming in, but what's also going to be happening is everyone staying there is going to be getting in their cars and wanting to leave. So now you've got people running around in the parking garage, you've got cars running around in all these service areas. Are we going to tell everyone, everyone just stay here while the buildings burn so that---you know, it, it's just not going to work.

And I don't understand how people will walk out of the place down---do they walk down Crescent Tram to the staircase? Well, Crescent Tram, right now people are sliding sideways and can't even---it's a disaster area. Which then just leads me to something that I think no one is, or we're sweeping it under the rug. I think one of the major prime concerns should be safety for the pedestrians and skiers because those two roads are not only street traffic, they are pedestrian and skier traffic with people skiing down them, snowboarding down them, riding their bicycles down, mountain biking down. And so it's not just cars and trucks that are going up there. And I'm so glad right now that the entire legal team and all the engineers and everybody is right here, and the Mayor is here, because right now somebody will sue every one of your asses, and I'm sorry,

because somebody is going to be killed or hurt on that street. And I see it almost every day. It's not safe the way it is right now. And no mitigation on this project will allow for safe passage for people on that street. Thank you.

Commissioner

Suesser: Clarification about where this staircase is and whether or not it goes down Crescent Tram.

Olivier

Lhomomn: Good evening, everybody, my name is Olivia Lhomomn, and I have live on Empire. And basically my main issue here is Empire is, you know, is a neighborhood street, it's a very small street, and pretty much we have to walk to go to skiing, to go take the bus and everything. And basically there is no pedestrian walkway there. And so what are they going to do for our safety? I mean, they, you know, are you going to double, I mean you're going to multiply traffic by 20 at least. And basically, you know, are, are we going to be able to move from our homes to, you know, anywhere walking. It's just going to be a completely nightmare. So if you have a, you know, a good plan for you know, letting the residents have, having access, you know, and being able to walk on the streets safely I would like to know about it. And you know, basically what you're doing is trying to build a resort with no proper access. I mean, that's pretty much the way I see this project.

Chair

Strachan: Thank you. All right, Commissioner Suesser had a quick question that may guide the public comment. Go ahead.

Commissioner

Suesser: Could you just clarify where the Eighth Street stairs runs from and whether or not it does connect to Crescent Tram Road, or if it's the Crescent Walkway, is my understanding, which kind of runs under the Town Lift from Crescent Tram Road.

Pat

Sweeney: Laura, this is, to answer the question. This is the Crescent Walkway right here. I don't know if you can see that little hand, but there's a little hand right there on the---

Commissioner

Suesser: And you're going to build that first, that, a staircase to the walkway?

Pat

Sweeney: This, yeah, this all exists. And then we're going to build this stair, this staircase.

Commissioner

Suesser: The walkway exists but the stairs, the stairway down to the walkway does not?

Pat

Sweeney: Yeah, that's something that we build. That, if I recall right, was a requirement of the original Master Plan.

Kyra

Parkhurst: But doesn't the walkway walk across the ski lift, the ski trail?

Pat

Sweeney: It does.

Laura

Suesser: Yes, it does.

Chair

Strachan: It does currently.

Commissioner

Suesser: I'm just clarifying that it's actually not down Crescent. It's not down the roadway.

Chair

Strachan: Yeah.

Pat

Sweeney: Well, it's, it's been that way for---

Commissioner

Suesser: No one will be walking down the roadway. It's the walkway?

Pat

Sweeney: Yeah. This, this part, the City's been making an effort to improve it. I

think they ran into some right-of-way issues here, but people have been walking across here for, since 1983.

Commissioner

Suesser: I know the walkway, yep.

Chair

Strachan: Okay. Thanks. Okay, let's continue with public comment. Any further comments from the public?

Nathan

Holt: My name is Nathan Holt. I was here last month to talk about what I observed in the month of January on Empire and on Lowell. One of the Commissioners mentioned Crescent, and so I did want to address the issues of Crescent Street, and then also talk a bit about parking. And I'm not talking about studies. I'm talking about things that I've observed, evidentiary type data. Last month when I was walking down to get on the Town Lift to go down to the, excuse me, the Town Run to get on to the Town Lift, at that first sharp corner on Crescent there was a car that had not made the corner and had ended up with the front of the car in the snow drift on the lower side of the, the street. He, the driver had the foggiest idea of how to get the car out, and traffic coming up Crescent, traffic coming down Crescent were backed up considerably. We found a neighbor that had a shovel. I personally had to shovel because the driver of the car was incompetent. Eventually we had four or five people that were probably I think skiers that were heading down to the ski run. We finally got the car turned around. It had been cross-eyed on the street. Got it turned around and headed back down the street. With the volume of traffic that we're talking about that will be increased by this development, I'm wondering how much more often we'll have such incidents.

Something was said by the developers about the Cabriolet being so inviting that everybody will use it. But I'm wondering about guests that for instance want to go to Deer Valley. Would not the obvious route to Deer Valley be from this development down Crescent, and down to Deer Valley Road. It seems fairly obvious that it's going to be a lot of traffic. There's not going to be any way that they can give instructions to their guests, "do not use Crescent" for mitigation that I can see that would be effective.

The second thing that I wanted to talk to you about is the parking. They

talked about elaborate plans for parking on-site, but our experience with parking issues that are already there have to do with overflow parking from Park City Mountain Resort, particularly on weekends, particularly on holidays they park at the top of Lowell because they know they can get off the slope there. And I'm thinking that with regards to all the additional traffic for commercial opportunities, visiting guests at this new development, that we're going to have tremendous additional parking on Lowell there, the top of Lowell. Sure, there are signs that say residential parking only, permit required. I think it would be interesting to ask the police department how many citations they issue, because every good weekend of snow, every holiday the cars are back there again. And I don't think there's going to be any effective way despite signs to eliminate that.

Those are the main issues. Of course, there are many other things I'd like to talk to you about, but thanks for the opportunity.

Chair

Strachan: Thank you.

Neals

Vernagaard: Hi, Neals Vernagaard, 822 Lowell. Just a note of practicality. From what I understand, once the applicant sells his project it will be a Four Seasons or Ritz Carlton or something like that. I can't imagine somebody going to the Riverhorse in their Four Seasons finery or their Ritz Carlton finery going down the Cabriolet, getting in a bus, and going to a restaurant. It isn't going to happen. They're going to call Uber, they're going to all a taxi, they're going to get in their own car. This Cabriolet is not going to mitigate one iota of traffic. Let's be practical about this. None of these people to go anywhere are getting in a Cabriolet and are getting in a bus. Thank you.

John

Stafsholt: John Stafsholt, 633 Woodside. I'm tempted to pick up where Neals left off, but I'm going to start with something different. CUP Item 14 is ownership, has to do with ownership. This is something that the developers have left this issue purposely open-ended. This gives themselves as much leeway as possible to develop the types of units that they choose. Go sell these units in the most profitable manner, regardless of impacts. Ownership has a huge potential impact on traffic and parking. And it's been completely left out of all the analysis to date.

Whether the project is primary residences, as you heard the people who approved it in 1985, or it has affordable housing, which is added to it, it has employee housing, whether they get their way with the conventions center, nightly rentals, timeshares, whatever it is, it's open-ended. And the difference is a massive effect on the volume of traffic and parking that's generated. And the pattern of the traffic. The developers repeatedly referred in the past to timeshares, even though these are not an allowed use in the MPD zone. And the traffic impacts will be substantial if timeshares are later allowed for the developers' extended profit.

So I would say all assumptions in the traffic studies leave out the type of ownership within the MPD. And it's a large and direct impact on traffic volume and patterns. I think that the developer must first declare the type of ownership, or else the traffic studies do not give any meaningful results. That's the first item.

Another item, CUP 6, Internal Pedestrian Circulation. So the Cabriolet, we show the Cabriolet to Main Street. And we talk about what a benefit it is to everybody. But it only helps the project. It's detrimental to the neighborhood. So what are the hours of operation, what are the limits? Do they match the hours of the bus? We talked about 11 o'clock, I heard 2 o'clock, I heard all night during Sundance. What about noise. What about cost to operate. What about light pollution. It will affect whether I could see the stars at night. The benefits are to the project, especially in the evening to bring home people from the bars or to bring people up to their bars. There's no mitigation to the neighborhood. This is a new impact we don't have at this time.

We've heard that the Cabriolet is for skiing. It's not for skiing. You know, if you're a skier and you ski in Old Town, you ski down to the lift, you get on the lift, and you go up. You don't get on a line, take your skis off, jump on this Cabriolet, go back off, get on another line, put your skis back on. You know, it's not a benefit to skiers. We've heard the high-speed quad is a benefit to skiers. It isn't because no one is going to do laps around a high-speed quad because to do there, the way it's set up, you have to go on the drift all the way across, but nobody's going to do that. So, you know, those are, those are fallacies that sound good if you don't know, and you don't live there, and you don't ski there.

The funicular is also described as a tremendous benefit to Old Town

residents and tourists. Well, the only benefit is to Treasure Hill tourists, and no benefit to the neighborhood. I would follow up with what Neals said about people not wanting to take the Cabriolet down to go to Grappa or someplace, or Riverhorse.

I would say, you know, we always leave out the fact that I ski every week. People who come to town they want to go to Snowbird, they want to go to Alta. They don't just ski Park City. We completely leave that out of, out of the traffic study that we talk about.

And by the way, a quick reminder. Just a quick one. On the residential square foot UEs that were originally approved for Treasure, that was 394,000 square feet, okay. Put this in perspective that this isn't going to cause traffic. The Marriott Mountainside is 218,000 square feet. The Marriott Summit Watch is 162,000 square feet. You add those two things together, it's 380,000 square feet, which is less than the original approval of Treasure. Now at almost 1.1 million square feet, we're talking three times the size of the Summit Watch and the Mountainside combined. Yeah, that won't really affect our, our parking or our traffic.

Okay. Next thing. All the CUP items required mitigation of detrimental impacts to the existing neighborhood. Okay. The CUP requires traffic and parking considerations, including capacity of the existing streets in the area, not new streets. This has been consistently left off by the developers in our discussion tonight. The MPD approval in 1985 quote, unquote, "If the pavement of Lowell Ave and Empire Ave south of Manor Way remains inadequate at the time Creole Gulch is developed, then the developer shall essentially reconstruct the entire 4600-foot length of Lowell and Empire south of Manor Way and his or her cost". That's their financial cost, but the actual cost to the neighborhood is borne by the people who live there. "The requirement will be for 10-inches of road base with six inches of new pavement to accommodate massive trucks." And quote, unquote, "That action by the developer would be inconvenient to residents in the City." Okay. Mitigation of that reconstruction is impossible for all the residents. Complete chaos, dirt roads, heavy construction vehicles all day, every day during this road construction all for Treasure Hill's owners benefit and profit. What, what about the neighborhood expense. By the way, the developer estimates in their own estimation is up to 300 heavy trucks per day going up there throughout the construction.

So, as I said, we're kind of leaving off the parking impacts to the neighborhood, but they weren't left off in 2004, 2006, 2009, 2010. I'm going to rattle off a list of previously proposed mitigations to the surrounding neighborhood. Both Empire and Lowell to expand to 37-1/2 feet wide, currently 25' wide. Only allow parking on one side of the street on Lowell and Empire. You need 8' for the parking. It's not. Emergency vehicles require 10-foot travel lanes in each direction. Snow storage requires 6' minimum on one side of the road. Pedestrian access requires 5' minimum on one side of the road. Parking requires 8' minimum on one side of the road. Add those up, I think it's 39 feet. Parking on that one side of the street can only be allowed on half of the roadway length on Lowell and Empire. It doesn't help you if you don't have a garage and you're on the other half. Many homes have no parking and will have to park in front of their neighbors' houses. That's not a mitigation. That's a huge conflict between neighbors. Limiting parking to no more than six continuous parking spaces on Lowell and Empire. Anybody take that serious? Prohibit all parking on Lowell and Empire near the project. City to provide strict parking enforcement during the winter season. This is crucial to the success of the project. Well, the parking enforcement is almost non-existent now. If we're going to do that, what's the additional cost to the City? Same all around the project. Uphill sidewalk to be added to Lowell Avenue. What about property rights, you know? That means the parking is going on the downhill side. And then you need a travel lane next to the sidewalk. That means all the snow will go directly on the sidewalk making it useless. Make Lowell and Empire one-way streets. That's not a mitigation to the neighbors. Add a street light at Empire Avenue and Silver King Drive. That's not a mitigation to the neighbors. Remove snow from Lowell and Empire on a priority basis. Well, it is a priority one street for snow removal and it's currently inadequate. So, what's that cost to Park City and the residents?

These are all things that are left off when we just talk about what's inside the project. We all know it's going to extend quite outside that project. Thanks for your time.

End of Public Comment

Chair

Strachan: Thank you, John. Anyone else from the public? All right. Seeing no one we'll close the public hearing. Commissioners comments. Who wants to start? How about we start with Commissioner Thimm.

Commissioner

Thimm: Okay, I just have, have a few things here. I agree with Commissioner Joyce with regard to the updated emergency vehicle and fire protection analysis to current Codes, especially with any expansion of area that's being talked about.

So we're, we're talking about parking here, and you know, we have these parking analyses that establish parking numbers for on-site parking. I, I, I think that we need to understand what's happening off-site as well, and what the impact on the neighborhood is. And so I'd like to see that made a part of the parking analysis.

A question for the applicant, is it the intent---we're, we're having a new parking, or a new traffic analysis, and then I heard it mentioned tonight a new parking analysis. Are those coming out together as part of the same document that feed each other in terms of input and that sort of thing? Is that the intent?

Pat

Sweeney: I'm not really sure how Gary Horton plans to present those, but the plan is to address them at the next meeting. One would definitely be an addendum to the parking studies to date, and whether---or the traffic studies to date. Whether or not the parking would be an addendum to that or a separate document, I don't know.

Commissioner

Thimm: Okay. They feed each other. I, I think in term of looking at this and understand the overall impacts, understanding at the same time and how they feed into each other is going to be important. With regard to the parking analysis itself, there's, there's the numbers of 424 that's in this page 25 parking analysis that was arrived at. There were earlier numbers that were talked about, and the 366. Francisco corrected it to 367, I think, in terms of number of stalls in, in the Staff report. When you go back to some of the older parking meetings, you go back to the work session in July of 2009, the Planning Commission, I think, had consensus in encouraging and maybe the word encouraging is not strong enough, but outlining the fact that they would like to see the applicant do what it had to do to reduce the number of parking stalls on-site to 366. So I don't know if that's being carried through. I don't know if that's a part of the parking analysis that's being done. I think that there was, there seemed to be full

consensus at that time, and I would think that we would want to see that and understand how that is being addressed in the parking analysis that's being provided.

The other thing, I know I've mentioned it a couple of times earlier, but the number of parking stalls, whether it's 366 or 424, when you take the numbers there's a value of 222,000 square feet of parking garage area, that works out to, at 424 stalls, to be about 524 square feet per stall, which is fairly inefficient. And I guess the number of stalls and the efficiency or inefficiency are going to speak directly to the, the mass and volume of earth work that is going on, or going down, I guess is one way of thinking about it. And so I, I, I think it would be interesting to understand why it's so inefficient. Now maybe it's all just circulation. I mean, I have no idea exactly why that is. It might be interesting to understand the circulation numbers, the roadways, the red roadways that are, you know, under the buildings and that sort of thing, and understand those if those are different. So I, I guess, since it speaks to volume and since the CUP is going to be about what sort of impact we have on, on this hillside, I think it's important to address efficiency and the number of cars.

The Staff report asks for discussion with regard to parking management and how the applicant proposes to manage it. And I guess the question is posed to the Commission as to whether or not that's a concern. And I would say that definitely is a concern. Having to do with whether or not the parking is contributory I think to people using the site and adding traffic volumes and that sort of thing that are not actually residence or using, or part of the facility, guests of the facility. In answer to the Staff report, I am concerned. I look forward to having that explained.

I think those are most of my notes at this point.

Chair

Strachan: Thank you. Commissioner Campbell.

Commissioner

Campbell: I don't have anything specific. I'm waiting to hear the traffic study report, but I don't have any questions from tonight.

Chair

Strachan: Okay. Commissioner Suesser.

Commissioner

Suesser: In response to the Staff report's specific question, I don't think that, based on what we've heard tonight, that the applicants have clearly demonstrated how they would comply with Finding #4. Finding #4, again, requires that all support commercial uses are oriented to provide convenience services to those residing within the project, and not designed to draw off-site customers to the site. I don't think they've demonstrated that. And I also would like to state that it's also a concern for me that they have not shown how they would manage the parking on-site.

In addition, without knowing the specific uses of the commercial space on the site, we can't determine whether or not it would draw additional traffic, and whether any mitigation measures that are going to be proposed are adequate. We need to know what those commercial uses are going to be to properly evaluate this. If the applicant adds amenities to the project that attracts off-site customers, that's going to increase traffic to the site. And so that has to be taken into consideration.

It seems like we're going in the wrong direction with respect to the number of parking spaces being requested. I think we were at 366 years ago and now we're over 400. Limiting the parking spaces at the project is one way to control, somewhat control the traffic to the site. So I think we need to start addressing bringing down that number rather than adding to it.

I had a question about one of the comments, and maybe Francisco can address this. Is there a plan to narrow Lowell Avenue three feet this summer?

Planner

Astorga: There is a plan to rebuild it. I, I haven't been directly dealing with that in this last month. So, I apologize. I don't have that answer but I can provide that for you next week. It was part of the, how the City Engineer selected the streetscape or the---yeah, the specific street. I forget what that number exactly is, which is part of our 2011 Streets Master Plan, but I can---you requested that back in January, I haven't forgotten that study to be presented. We just wanted to put that all together with the transportation packet. So we can have that information for you during the

next month.

Commissioner

Suesser: And also, there was a comment made by a member of the public that the current traffic on Crescent, for instance, might increase. Or on Empire and Lowell and Crescent potentially would increase 20 times what it currently is. And it would be great to get some sort of sense of how the number of traffic, the number, the increase in that kind of sense. Like is it going to be ten times what it currently is? Because I think that would give the public a good sense of how different the streets would be utilized with this project.

Planner

Astorga: Yeah, we can, we can have that be presented to you. The only thing I want to add is that the master plan does talk about access to the project via Empire and Lowell, not Crescent Tram. So we would have to also work again with the applicant to see how they're mitigating so people do not use Crescent Tram for their main access.

Laura

Suesser: And my last comment is that I agree with some of the public with regard to the Cabriolet as an amenity for Treasure Hill and not necessarily general public, because I think it's actually a negative impact to have the Town Lift diverted or changed to this Cabriolet and diverted to Treasure Hill, and then require skiers to get on and off lifts and lift lines to then take---to get to the top of the mountain from Main Street.

That's all I have.

Chair

Strachan: Thank you. Commissioner Joyce?

Commissioner

Joyce: So I'm kind of torn here. Part of me knows that we are doing so much work in the City, it's been a priority for the past couple of years, to reduce the amount of traffic. And, therefore, anything that we can do to get cars off the road, get people using mass transit. So the inclination there would be to work on the planned parking numbers and as Commissioner Suesser was saying, try to reduce those numbers and get back to something lower than that.

The problem we have there where I'm kind of torn is the impact on the neighborhoods. And by neighborhood I mean both the commercial district and the residential environment. If you look---I was kind of trying to figure out what they did for traffic mitigation and stuff, going back and looking at some of the stuff for the Montage. And the Montage is, is kind of a nice way to look at it is its completely different, because if you under park the Montage and they don't have enough parking for their guests and their employees and everything, it suddenly becomes blatantly obvious and mostly impacts them. All of a sudden they'd have guests parking out on Highway 224 or Marsac, whatever it is out there. And there's no neighbors to be impacted. It would be probably UDOT and the City that would be upset with them more than anything else. Here we've got something that's, that's really the polar opposite of that, which is this is a big facility that's tucked right into the middle of a historic neighborhood that is already under pressure. I mean, we've heard it, we've seen it. I mean, Lowell, Empire. People parking on Park Avenue that aren't supposed to because they get kind of nudged around in China Bridge when they were parking there. It's employees going to work. We've already got all that going on, and this has the possibility of, of just overwhelming that area completely.

So, I think it really comes back to the, to the question Francisco asked and that my fellow Commissioners have asked, which is we need to talk about different management plans than we have seen before. Because this is really a unique property. And to me there were really two things, one---well, three things, I'm sorry. One, we talked about support commercial. You already know that I have a question of how can you go beyond the 19 UEs that you were approved in the Master Plan, but you've got a plan for 52,000 UEs, excuse me, 52,000 square feet to be particular, of, of commercial. 52,000 square feet of commercial is a lot for a place that keeps saying, hey, we're here to be a bed base for, for Main Street, and we're just doing the kinds of things---in fact the examples you give of a ski rental shop and, you know, we're selling knick-knacks in a coffee store and that kind of thing. You know, I'm not in the retail business, but I walk into a lot of those places and see, you know, 400 square feet here, a 1,000 square feet there. I can't begin to contemplate the parking requirements for 52,000 square feet of commercial without knowing a lot more about what you're seeing that being. And it hits employee parking and it certainly hits guest parking. And there's just example after example here in town. I mean, the one I bring up just because it's very firsthand to me is, is Hotel Park City, where they have a restaurant that they draw

locals to. They have conferences in their conference facilities that they do local kind of day conferences where it's people from Salt Lake and people from Oakley and Kamas and Park City, that all drive one per car and come up there and park. And then they have a golf course there, which is the City's golf course. But it overwhelms the parking, and what happens, it flows out into the neighborhoods. It flows out. You'll see people parked out on 224 where they're not supposed to be. That's what happens when you get something where they say, oh, this is for local use, and it's not. And every, I mean just open the Park Record and see the ads for come up to our spa at, you know, the Montage, at St. Regis. Come have dinner up here. Here's locals' coupons for all this. It's very clearly places that were designed as part of the structures to be serving the people who are there, and they're going out of their way to draw people in.

And so a couple things. You've got 52,000 square feet of commercial. We have to know not, not specifics, because I know you don't, you don't even have somebody ready to build, but we have to know a lot more about what would go in there and what kind of employee draw that would be, and what kind of parking requirements that would be.

Second thing is meeting space. You guys put in 16,000 square feet of meeting space. So, again, I don't believe that you will only have meetings that will be of people living at the hotel facilities. I mean, I just, I just don't. Business is business. You want to fill the space. 16,000 square feet. Again, I'm not in the, the hotel design business, but I went on to a nice little website called hotelplanner.com and just threw in things where you could say, I want 100 people and I want it in classroom style. How much space does that take? And it said it takes about 2400 square feet for 100 people. I said, well, what if it's banquet space. They have the nice little 6' foot banquet round tables and stuff. And it said, well, that takes 1200 square feet. That's for 100 people. You---I don't need to get into, you know, this site. I can't justify the numbers they're creating here. But, I mean, I can look and go well this is, you know, 16,000 square feet is 80 by 200. That's a big room or a bunch of medium size room. That's a lot of meeting space. And so it's hard for me to believe that that has no traffic impact. And that's our current plan, is that has zero traffic impact where you could literally put hundreds and hundreds of people into 16,000 square feet.

And the last one somebody mentioned along the way, but it's a concern of mine because we've seen it with the Silver Star development, which is you

suddenly become a little miniature skier base, whether you want to or not. If you have a high-speed quad that gets up on to the mountain and it's a 100 foot walk from me parking at the top of Lowell, people are going to do that, because that's a lot more convenient, especially when the parking lots get full.

And so my big concern is, I need to see management plans that address all these things. So again, three things. The 50,000 square feet of commercial, 16,000 square feet of meeting space, and a new kind of virtual ski base. And so when we talk about things like employees and employee parking, the idea of that, oh, it will be off-site and we'll have, you know, some sort of controlled parking, valet, whatever it is that, that keeps people from going in, that's not all I'm worried about. I'm worried about the employee who chooses not to use the park out at Richardson Flat and take the bus in. He's the one who goes and wants to park on Park Avenue or China Bridge or whatever it is, and park there and walk up and take that nice Cabriolet that's going up now. And so he's not going to get to your on-site parking enforcement kind of thing that says we won't let employees park in our garage. It's a bigger problem than that. And so everything we've heard so far, I know we haven't gotten deep into it. But you guys have presented a little bit of kind of management ideas to us of, of, you know, how to control employees; and yes, we need off-site employee parking of some form. But the fact that you guys are tucked into a neighborhood, the fact that you're tucked into the Main Street business district, you're going to have to go beyond this to, to, to address these parking issues. And if you---for what it's worth, I mean, I mentioned this back when we were talking about space. I said, yes, you guys, you can justify 16,000 square feet of meeting space based on the 5% numbers that the LMC does, but you have to mitigate it. Here's an example where I'm telling, you, yep, I, I agree with you. You can do 16,000 square feet of meeting space, now mitigate it. And that's everything from, you know, it's additional excavation, it's additional employees, and it's certainly a lot of extra parking somewhere along the way that doesn't exist today.

So, when you guys come back to us with that, I think the only way that we can get to protecting the neighborhoods, making sure you guys have adequate space, is to have a management plan that's different than what we traditionally see from, from local hotel complexes. I think you guys have a much more complicated issue to deal with. And, you know, Godspeed. Come back to us with something great.

Chair

Strachan: Thank you. Commissioner Band?

Commissioner

Band: Thank you. So I agree with you, Commissioner Joyce. My biggest concern about parking actually is not overparking, but underparking. I think I would rather see more parking than less just because if it bleeds out into the neighbors that's not going to be something that we can fix.

When we're talking about ownership, one of the things mentioned in here is time interval ownership. That kind of makes a big difference whether we're talking timeshare or residence club. And the reason I bring it up, the Deer Valley Club and Chateaux residences in Silver Lake Deer Valley--I happen to work in the hotel of the Chateaux, so I know a little more about it. Both of those ownership opportunities have airport shuttles. So literally, I don't think there is rarely, rarely a guest who comes to the Deer Valley Club or the Chateaux residences that brings their own car. Now in a development like this, if you have an entire section of it that nobody is coming and going and bring a car except for on the shuttles that are provided, I think that would make a big difference.

Also, I'm really curious, and it's not our job to make your, your project viable. But when we're talking about all this commercial space, which we've had a lot of talk about tonight, what I'm trying to understand is how you're going to make it pencil. Again, I work in Silver Lake Village. There's no sundry store up there. There's no coffee shop year-round. It's something that the residents really want but nobody does it because it doesn't pencil. So we're looking at a big development here that could, and certainly will in mud season, sit empty at least partially. So how you're going to feel with---your, your commercial space with shops and tenants, because I'm assuming you're not going to subsidize it. You're not going to run all of that yourself. How you're going to fill that commercial space with people who are going to make a living without drawing outside customers. That's a head scratcher for me.

And then I also am worried about the conference space. That is a ton of conference space. Again, Chateaux, Stein Eriksen, we do a lot of conferences and it does generate a ton of traffic. Not everybody wants to stay at Stein Eriksen. It's beautiful but it's expensive. So not only do we

have local conference traffic, we have people coming from other less expensive accommodations, and that generates a pretty substantial amount of traffic. And we have a ton of parking at the Chateaux. It's a big revenue generator, but cars are going in and out all day long. All day long on Royal Street. And it gets tight. So, those are my thoughts.

Chair

Strachan: Thank you.

Commissioner

Phillips: Well, I think I pretty much agree with everything that's been said up to this point. Don't really have a lot to add. I am---I, I, you know, in my mind I keep going back and forth on the parking. You know, less parking, and then it, you know, it, it impacts the neighborhoods. Too much parking, then you got too much traffic. It's tough, you know. So I'm not sure. It will be interesting to see these studies. But I also agree, without knowing the uses and the intensity of the uses, it's hard to, you know, really know what the traffic is going to be like.

I'm, I'm very concerned, you know, about the unintended consequences of certain things happening. And putting a high-speed quad, I use Town Lift. That's my access to the mountain. Sometimes I complain because it almost takes longer to get up there, but at this point I feel like that is one deterrent on why people don't park on Park Avenue right now, because it's not really an advantage. Although, I do see a lot of people using Park Avenue right there as an access, especially when the Resort's full. I'm very concerned about what will happen as the Resort, you know, I'm sure they have plans to bring in more customers, and the impacts of the overflow parking on that lower Main Street District. And maybe that's something the City needs to start thinking about too, you know. I mean, maybe, maybe that all needs to become paid parking at a certain point.

But, yeah, I think, I think, you know, if anything, the most important thing for me coming out of this meeting is the use of the space and traffic because they, they, they go hand in hand. And right now the use is vague. And so, you know, I'd have to apply the worst case scenario rule when I'm looking at that if that's all we're going to get.

So, that's pretty much it for me.

Chair

Strachan: Thank you. Yeah, I don't have much to add. I think I'll keep my gun powder dry until we get some of the numbers from your traffic guys. But the concerns that you've heard from the other Commissioners I share, particularly the concerns about the vagaries of use in both the commercial and the residential. The structure of ownership and the format of ownership do drive the intensity of traffic. And so those have to be made clear to us, and how you're going to mitigate them.

All right. Any more comments? Okay, we'll move on the agenda with a motion to continue.

MOTION: Commissioner Thimm moved to CONTINUE the Treasure Hill Conditional Use Permit until April 12, 2017. Commissioner Phillips seconded the motion.

VOTE: The motion passed unanimously.

2. **40 & 46 Silver Strike Trail - Eighth Supplemental Plat for Constructed Units The Belles at Empire Pass, Condominium Plat Amending Units 13 & 14. (Application PL-17-03459)**

Commissioner Phillips recused himself and left the room.

Planner Astorga reviewed the application for the Eighth Supplemental Plat for constructed units, the Belles at Empire Pass, amending units 13 and 14. A condition of approval requires replatting once these have been built. Planner Astorga reported that there would only be one left after these.

The Staff recommended that the Planning Commission forward a positive recommendation to the City Council based on the Findings of Facts, Conclusions of Law and Conditions of Approval found in the draft ordinance.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

MOTION: Commissioner Joyce moved to forward a POSITIVE recommendation to the City Council for the Eighth Supplemental Plat for Units 13 and 14, based on the

Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. Commissioner Band seconded the motion.

VOTE: The motion passed unanimously.

Finding of Fact – 40 & 46 Silver Strike Trail

1. The property, Units 13 and 14 of the Amended, Consolidated, and Restated Condominium Plat of The Belles at Empire Pass and associated common area, are located at 40 and 46 Silver Strike Trail. The property is located on portions of Lot 1 of the Silver Strike subdivision and is within Pod A of the Flagstaff Mountain Development, in an area known as the Village at Empire Pass.
2. The property is located within the RD –MPD zoning district and is subject to the Flagstaff Mountain Development Agreement and Village of Empire Pass MPD.
3. The City Council approved the Flagstaff Mountain Development Agreement and Annexation Resolution 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities.
4. On July 28, 2004, the Planning Commission approved a Master Planned Development (MPD) for the Village at Empire Pass, aka Pod A. The MPD identified the area of the proposed condominium plat as the location for 18 PUD –style detached single family homes and duplexes.
5. On June 29, 2006, the City Council approved the Silver Strike Subdivision creating two lots of record. Units 13 and 14 are located on a portion of Lot 1 of the Silver Strike Subdivision.
6. On August 17, 2007, the City Council approved 4 units on Lot 2 as the Christopher Homes at Empire Pass Phase I condominium plat. The plat was recorded at Summit County on October 3, 2007.
7. On November 29, 2007, the City Council approved the first amended Christopher Homes at Empire Pass Phase II condominium plat creating an additional 4 units on Lot 2. The plat was recorded at Summit County on February 20, 2008.
8. On April 23, 2008, the City Council approved two (2) more condominium units on Lot 1 of the Silver Strike subdivision as Christopher Homes at Empire Pass Phase III condominium plat. The plat was recorded at Summit County on December 1, 2008.

9. On August 28, 2008, the City Council approved the Christopher Homes at Empire Pass Phase IV plat for eight additional condominium units on Lots 1 and 2, specifically units 5/6, 7/8, 13/14, and 17/18 in duplex configurations. The plat was recorded at Summit County on November 19, 2008.

10. March 24, 2011, the City Council approved the Amended, Consolidated, and Restated Condominium Plat of The Belles at Empire Pass amending, consolidating, and restating the previously recorded Christopher Homes at Empire Pass condominium plats Phases I, II, III, and IV. Also on March 24, 2011, the City Council approved the First Supplemental Plat for Constructed Units 1, 2, and 12 of the Belles at Empire Pass Condominiums. These plats were recorded November 28, 2011.

11. On June 28, 2012, the City Council approved the Second Supplemental Plat for Constructed Unit 9. This plat was recorded on November 20, 2012.

12. On May 9, 2013, the City Council approved the Third Supplemental Plat for Constructed Unit 4 and the Fourth Supplemental Plat for Constructed Units 5 and 6. These plats were recorded on October 28, 2013.

13. On February 6, 2014, the City Council approved the Fifth Supplemental Plat for Constructed Units 10 and 11.

14. On April 3, 2014, the City Council approved the Sixth Supplemental Plat for Constructed Units 7, 8, and 17. On December 11, 2014, the City Council approved an amendment to the Sixth Supplemental Plat.

15. On July 30, 2015, the City Council approved the Seventh Supplemental Plat for Constructed Units 15 and 16.

16. On February 1, 2017 the Planning Department received a complete application for the Eighth (8th) Supplemental Plat for Constructed Units 13 and 14.

17. The purpose of the supplemental plat is to describe and document the as-built conditions and the UE calculations for all constructed units at the Belles Condominiums prior to issuance of a certificate of occupancy and to identify private, limited common and common area for this unit.

18. The supplemental plat complies with the conditions of approval of the underlying plats, namely the Silver Strike subdivision plat and the Amended, Consolidated, and Restated Condominium plat of The Belles at Empire Pass. The plat is consistent

with the development pattern envisioned by the Village at Empire Pass MPD, including the 14 Technical Reports of the MPD and the Flagstaff Development Agreement.

19. Units 13 and 14 are located on a portion of Lot 1 of the Silver Strike subdivision plat.

20. The approved maximum house size is 5,000 square feet of Gross Floor Area, as defined by the LMC. Gross Floor Area exempts basement areas below final grade and 600 square feet of garage area.

21. Unit 13 contains 4,199.8 sf. of Gross Floor Area plus a 495 sf. garage area and accounts for 2.099 UEs based on the Total Floor area of 4,199.8 sf. (does not include garage area).

22. Unit 14 contains 4,127.3 sf. of Gross Floor Area plus a 507 sf. garage area and accounts for 2.063 UEs based on the Total Floor area of 4,127.3 sf. (does not include garage area).

23. Unit 13 and 14 do not include a basement area.

24. The fourteen (14) units platted to date (Units 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16 and 17) utilize 37.833 Unit Equivalents (UE). Adding Units 13 and 14 brings the current total to 41.99 UE.

25. The Flagstaff Development Agreement requires calculation of unit equivalents (UE) for all Belles units, in addition to the maximum house size. The UE formula includes all interior square footage "calculated from the inside surfaces of the interior boundary wall of each completed unit, excluding all structural walls and components, as well as all shafts, ducts, flues, pipes, conduits and the wall enclosing such facilities. Unit Equivalent floor area includes all basement areas. Also excluded from the UE square footage are garage space up to 600 square feet per unit and all space designated as non-habitable on this plat." Within the Flagstaff Development Agreement one residential unit equivalent equals 2,000 sf.

26. As conditioned, this supplemental plat is consistent with the approved Flagstaff Development Agreement, the Village at Empire Pass MPD, and the conditions of approval of the Silver Strike Subdivision.

27. The findings in the analysis section are incorporated herein.

Conclusions of Law – 40 & 46 Silver Strike Trail

1. There is Good Cause for this supplemental plat as it memorializes the as-built conditions for Units 13 and 14.
2. The supplemental plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed supplemental plat.
4. Approval of the supplemental plat, subject to the conditions of approval stated below, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – 40 & 46 Silver Strike Trail

1. The City Attorney and City Engineer will review and approve the final form of the supplemental 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 present the final signed mylar plat to the City, for City signatures and recordation at Summit County, within one year of the date of City Council approval, or this approval will be considered void; unless an extension request 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 Village at Empire Pass Master Planned Development, the Silver Strike Subdivision plat, and the Amended, Consolidated, and Restated Condominium Plat of The Belles at Empire Pass shall continue to apply.
4. As a condition precedent to issuance of a final certificate of occupancy for Units 13 and 14, this supplemental plat shall be recorded at Summit County.
5. A note shall be added to the plat prior to recordation stating the following, “At the time of resurfacing of Silver Strike Trail, the Master Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District Standards”.
6. The unit sizes and UEs shall be reflected on the plat.

Commissioner Phillips returned to the meeting.

3. **1251 Kearns Boulevard – Amended Yard Subdivision, Plat Amendment to split the property into two (2) lots of record and Right-of-Way dedication for Homestake Road and Munchkin Drive. (Application PL-16-03346)**

Planner Astorga reviewed the application for 1251 Kearns Boulevard, the First Amended Yard Subdivision. He reviewed an Exhibit on Page 68 of the Staff report, which entails subdividing the current one lot subdivision that occurred in 2009. The proposed subdivision also includes significant road dedication for both Homestake Road expansion and also a future extension to Munchkin road. He reported that the City was in the process of purchasing Lot 1 towards the rear of the property.

Planner Astorga stated that currently the sites house three businesses; a restaurant and an event center. Most of the parking for Lot 2 is adjacent towards the east of the property. He counted 104 parking spaces when he did his field inspection, and he only counted parking spaces that were striped and spaces that were not used for snow banks or snow storage. Planner Astorga calculated that both restaurants require exactly 104 parking spaces.

Planner Astorga remarked that the difficult is the event space. Per the square footage that was analyzed, the property is short 35 parking space. Under the current Real Estate Purchase Contract (REPC) that the property owner has with the City, the applicant has an option of leasing on a temporary basis x-number of parking stalls on the current Lot 2. The rear of the property has an approved use for a commercial parking lot. The Staff identifies this as a temporary solution, and once the future property owner, in this case the City, starts building and replacing the current asphalt, the temporary parking lease for the event center would not be renewed. The owner would not be able to utilize that specific event center unless an idea or concept is formulated, accepted and approved. While the property owner can amend that specific conditional use permit as it was approved in 2009, the Staff finds it appropriate to move forward with the temporary nature of it.

Planner Astorga stated that different ideas had been discussed from the temporary solution to the worst case scenario, which would be for the applicant to forego the use and demolish the back end of the property.

The Staff recommended that the Planning Commission conduct a public hearing, discuss the parking situation, condition the approval, and forward a recommendation to the City Council.

Rory Murphy was present to represent Mark Fischer, the property owner, stated that the event center at this time is primarily used for two weeks during Sundance. The last few years it has also been used by the Latino community for weddings and parties. Mr. Murphy stated that the event space cannot be used without proper parking, and the arrangement was to work with the City while that space was still open and use the spaces for parking. If the Planning Commission finds that to be onerous to impose, the owner would not object. The primary concern are the three restaurants.

Mr. Murphy stated that his count of 122 spaces included the space behind the Recycle Center than sheds snow and gets snow pushed to it. Planner Astorga informed him that when they are covered with snow they cannot be counted. Mr. Murphy believed that was a fair assessment. He pointed out that they needed 104 parking spaces and they have 104 spaces, which was a lucky coincidence.

Commissioner Phillips asked if the new road right-of-way dedications are required or whether they were above and beyond what is required. Director Erickson replied that it was consistent with the Transportation Master Plan and the General Plan for the roadway system. Commissioner Phillips clarified that it was required. Director Erickson answered yes.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

Chair Strachan appreciated the temporary solution to solve this problem. As Bonanza gets developed he believed they would need to do more of those agreements. It will not be easy and requires flexibility from both the developer and the City. Chair Strachan stated that he personally was not opposed to the temporary solution.

Commissioner Joyce thought it was a good idea. However, if 35 spaces are needed he wanted to know why the agreement with the City was to lease 30 spaces. He did not believe that would fix the problem. Planner Astorga stated that when the City signed the original REPC, which has been amended once already, they did not realize that the deficiency was 35 spaces. The deficiency was not found until he wrote the Staff report. The REPC will be amended once again to show that they have the number of parking spaces needed for that specific event or use. Planner Astorga reported that the property owner was working with Jonathan Weidenhamer to amend the REPC once again to have an agreement to lease whatever number they need.

Assistant City Attorney McLean stated that this was the first time she heard about altering the REPC. She remarked that there was another contractual way that the City could provide parking even after the transaction takes place.

Director Erickson clarified that the condition of approval was corrected in identifying 35 parking spaces. Planner Astorga stated that it was correct based on the existing square footage of the event space.

Commissioner Joyce pointed out that one finding says 35 spaces are needed and that it will be fixed in Finding #34 by getting 30 spaces. He thought there were conflicts within the Findings. Planner Astorga agreed, and suggested that they strike "30" out of the Finding. He revised the Finding to read, "The contractual purchase agreement with Park City allows the applicant to lease spaces from the City."

Commissioner Joyce was comfortable with that revision.

MOTION: Commissioner Joyce moved to forward a POSITIVE recommendation to the City Council for the First Amended Yard Subdivision, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval found in the draft ordinance and as amended. Commissioner Suesser seconded the motion.

VOTE: The motion passed unanimously.

Rory Murphy commended Planner Astorga for his efforts and hard work to help resolve this issue.

Findings of Facts – 1251 Kearns Boulevard

1. The property is located at 1251 Kearns Boulevard.
2. The property is in the GC District with FPZ Overlay.
3. The property was platted as Parcel 1 of the Yard Subdivision in 2011 and the site currently contains 4.6 acres.
4. The site contains one (1) existing building on the north end and a parking lot on the south end of the site.
5. The existing building houses two (2) restaurants/bars, allowed uses in the GC District, i.e., Blind Dog Restaurant & Sushi, the Boneyard Saloon & Wine Dive).

6. The existing building also houses an event center, approved through a Conditional Use Permit in June 2009 as an indoor entertainment facility.
7. The half portion of the site to the south is used as a commercial parking lot, approved through a Conditional Use Permit in June 2009.
8. Currently the entire site has enough room to accommodate approximately 339 parking spaces.
9. The proposed Plat Amendment creates two (2) lots of record from the existing one-lot subdivision and dedicates ROW to the City for future Homestake Road expansion and Munchkin Drive extension.
10. The proposal consists of creating a new lot towards the north end where the existing building sits, containing 2.31 acres, to be platted as Lot 1.
11. The proposal consists of creating a new lot towards the south end where the parking lot is located, containing 1.86 acres, to be platted as Lot 2.
12. The proposal consists of a ROW dedication to Park City Municipal Corporation of 0.43 acres consisting of the western twenty feet (20') of the site along the entire length of Homestake Road for future road expansion and the ROW dedication of Munchkin Drive for future extension as the City is acquiring the land to extend Munchkin Drive from the east connecting it to Homestake Road.
13. Both lots are partially located in a FEMA Flood Zone X.
14. All development activity must comply with the following minimum setback yards:
 - a. Front – Twenty feet (20').
 - b. Rear – Ten feet (10').
 - c. Side – Ten feet (10').
 - d. FPZ – Thirty feet (30'), from Kearns Boulevard only.
15. The existing building complies with the minimum required setbacks in the district.
16. The GC District does not have a maximum or minimum area, width, or depth standard.
17. The site currently complies with the frontage of a public ROW requirement and the proposal does not affect this existing compliance.

18. The existing building is in compliance with this maximum building height.
19. Snyderville Basin Water Reclamation District (SBWRD) reviewed the proposed Plat Amendment that allowed them to evaluate their requirements for approval of the plat.
20. The requirement for a Line Extension Agreement (LEA) with SBWRD to extend the public wastewater system to the property will be deferred until the submittal of a subsequent subdivision plat for Lot 2 or submittal of plans for a construction project on Lot 2.
21. In response to the Public Utilities Department's review of the proposal, the PCMC Department of Public Utilities provided comments regarding fire flow and water system pressure, water infrastructure master planning, notice of storm drainage considerations, and off-site easements.
22. The applicant submitted documents on February 09, 2017 regarding parking.
23. Significant amount of parking located on the rear lot would no longer be part of the same property.
24. On February 15, 2017, the Planning Department inspected the site and counted all stripped/available parking spaces located on the north end, proposed Lot 1, consisting of a total of 104 parking spaces.
25. The restaurants found onsite consisting of the Blind Dog Restaurant & Sushi and the Boneyard Saloon & Wine Dive have a total net leasable floor area of 10,338 square feet, which triggers a total of 104 parking spaces.
26. The parking ratio of a standard restaurant and bar is 1 space for every 100 sf. of net leasable area, including kitchen areas.
27. The Event Center has a floor area of 6,887 square feet, which triggers a total of 35 parking spaces.
28. The parking ratio of an indoor entertainment facility is 5 spaces per 1,000 sf. of floor area.
29. The proposed Plat Amendment creates a non-compliance of required on-site parking spaces for the event center.

30. LMC § 5-3-2 Requirement indicates that required parking must be on-site unless the Planning Commission allows such parking on adjacent or nearby deed restricted lots.

31. The adjacent property that Park City is purchasing has historically been the parking area for the event space.

32. The event space can no longer be accommodated without an arrangement with the soon-to-be City property owner.

33. The applicant has primarily been concerned with the existing restaurants and their parking requirements.

34. The contractual purchase agreement with Park City Municipal Corporation allows for the applicant to lease spaces from the City for a rolling 90 days at a time in the back triangle parcel the City is purchasing.

35. The Planning Commission can allow off-site parking on adjacent property.

36. The Planning Department finds this a good temporary solution to allow the applicant to use the event space with the utilized option of allowing the applicant to lease spaces.

37. Should the property owner not be able to lease the needed parking spaces from the property owner of proposed Lot 2, the event center would not be able to operate.

38. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law – 1251 Kearns Boulevard

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 Subdivisions.

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 – 1251 Kearns Boulevard

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The requirement for a Line Extension Agreement with Snyderville Basin Water Reclamation District to extend the public wastewater system to the property will be deferred until the submittal of a subsequent subdivision plat for Lot 2 or submittal of plans for a construction project on Lot 2. The applicant shall be responsible for coordinating with Snyderville Basin Water Reclamation District as to the exact language needed to be placed on this plat as a note.
4. The applicant shall work with the property owner of Lot 2 to ensure parking of the missing parking spaces in order for the event center on Lot 1 to operate. Should the applicant fail to obtain a lease of the required parking for the event center for whatever reason, the applicant shall cease to operate the event center.
5. Ten foot (10') wide public snow storage easements shall be provided along the Homestake and Munchkin frontages for both lots.
6. Modified 13-D sprinklers will be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final Mylar prior to recordation.

4. **7545 & 7585 Sterling Drive - Request for Approval of a Plat Amendment for Lot C & D of The Cottages – A re-subdivision of Silver Lake Knoll No. 2 Parcel E & F Subdivision, to move the lot line between lots C & D so the existing garage is fully on Lot D's property. (Application PL-17-0344)**

Planner Makena Hawley reviewed the application to amend Lot C and D of the Cottages at 7545 and 7585 Sterling Drive. She explained that the lot line would be moved slightly to make sure that the garage is fully on 7545 Sterling Drive. The applicants have been utilizing it this way with a grant of easement since 2006. All of the built environment will be on one lot, and the other lot will be completely vacant.

Planner Hawley stated that the only issue is that it would take away the building pad from the previous plats. However, the Staff believes it is a good idea because the building pad was put on the original plat, and then it was moved over to the other plat even though the building was not built within that pad. Through research of Minutes and Staff reports, the Staff could find no reason why the building pad was on certain lots, and there was no reason to keep it.

Chair Strachan asked if that was standardized with the other plats in the area. Planner Hawley was unsure whether one of the other plats had been completed with a building pad on it. She assumed the Staff would do the same thing for other plats because there was no research to prove why the building pads were there. She pointed out that the building pads do not match the built environment.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

MOTION: Commissioner Joyce moved to forward a POSITIVE recommendation to the City Council for the plat amendment for Lots C and D, located at 7545 & 7585 Sterling Drive, based on the Findings of Fact, Conclusions of Law and Conditions of Approval found in the draft ordinance. Commissioner Band seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 7545 & 7585 Sterling Drive

1. The property is located at 7545 & 7585 Sterling Drive in the Residential Development (RD) District.
2. The subject property consists of Lot C and Lot D of The Cottages – A resubdivision of Silver Lake Knoll No. 2 Parcel E & F Subdivision approved by the City Council and recorded at Summit County on October 10, 1986.
3. Both lots are subject to the Deer Valley MPD.
4. The proposal complies with the allowed uses in the RD District.
5. Lots C and D are owned by the Cases.

6. Lot D is currently occupied by the Cases' existing residence and Lot C is essentially vacant. Approximately half of the garage and a parking pad associated with the house on Lot D are currently located on Lot C.

7. It is the desire of the owners to move the lot line so that all structures are entirely on Lot D to meet the side yard setback of 12 feet for the RD zone.

8. The subject property consists of Lots C and D of The Cottages – A re-subdivision of Silver Lake Knoll No. 2 Parcel E & F Subdivision.

9. Currently Lot D contains an existing single family home and double car garage that crosses the common property line, with parking pads on either side of a zero front yard setback.

10. Both structures were constructed in 1996.

11. In 1983 from Silver Lake Knoll Cottages Phase 1 was approved as a Planned Unit Development and contained 7 lots total. The garages and driveways were identified as common area and the buildable pad was placed on the plat with zero front yard setbacks to the road. This plat was vacated by Ordinance 86-10 in 1986.

12. In 1985, the Silver Lake Knoll Cottages Phase II was approved as a Planned Unit Development and contained 10 lots total. The garages and driveways were identified as common area and the buildable pad was placed on the plat with zero front yard setbacks to the road. This plat was vacated by Ordinance 86-4 in 1986.

13. The Cottages – A re-subdivision of Silver Lake Knoll No. 2 Parcel E & F Subdivision was approved in 1986. It is an 11 single family lots as a combination of the Silver Lake Knoll Cottages Phase I and Phase II.

14. A Planning Department's setback recommendation to allow zero setbacks from the front lot line to the garages was approved by the City Council on April 24, 1986.

15. The plat Silver Lake Knoll Cottages Phase II calls out "Existing Building Pads" on only lots A, B, D, and F. These building pads reflect 4 of the 7 private lot building pads from the Phase 1 P.U.D. but not what currently exists as built. No minutes were found that reflect the reasons behind placing the "Existing Building Pads"

on the newest plat. After additional research, it was found the pads were intended to indicate where buildings were currently located but that setbacks still apply. No further resources were found as to why the building pads were placed on only 4 lots.

16. The “Existing Building Pad” from The Cottages – A re-subdivision of Silver Lake Knoll No. 2 Parcel E & F Subdivision are not necessary, the lot would be sufficient to follow the normal zone setbacks regulations.

17. In 2006, an easement was granted from Lot C to Lot D to “use, maintain, repair, and replace the garage structures and landscaping”. This easement will become moot after this plat amendment is recorded.

18. On January 26, 2017, the Planning Department received a complete Plat Amendment application for the Cottages – Amending Lots C & D.

19. The plat amendment will effectively locate the existing garage fully onto Lot D with 12 feet of side yard setbacks to the property line meeting the minimum requirement for the RD zone.

20. This plat amendment eliminates the need for the grant of easement, eliminates the legal non-complying structure in terms of side yard setbacks and leaves Lot C with no existing structures on the lot.

21. The existing garage will maintain the 5 foot setback from the front property line and will be located entirely upon Lot D.

22. Lot D will go from approx. 23,721 sq. ft. to 27,635 sq. ft. of lot area.

23. Lot C will go from approx. 35,807 sq. ft. to 31,895 sq. ft. of lot area.

24. The property was posted and notice was mailed to property owners within 300 feet on February 15, 2017.

25. Legal notice was also published in the Park Record according to requirements of the Land Management Code on February 18, 2017.

26. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law – 7545 & 7585 Sterling Drive

1. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding condominium record of survey plats.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. 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.
4. The plat is consistent with the provisions of the Deer Valley MPD.

Conditions of Approval – 7545 & 7585 Sterling Drive

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All conditions of approval of The Cottages – A re-subdivision of Silver Lake Knoll No. 2 Parcel E & F Subdivision shall continue to apply.
4. The easement on Lot C shall be removed.
5. **Park City Heights Master Planned Development (MPD)- Ratification of Amended Development Agreement regarding Exhibit G - Design Guidelines. (Application PL-13-02009)**

Planner Kirsten Whetstone reviewed the request to ratify the Park City Height Master Planned Development Agreement, Exhibit G, which are the Park City Heights Design Guidelines. This came to the Planning Commission in August, and at that time the Commissioners requested to see all the changes previously approved in redline, all the changes that were being proposed, and a clean version. The applicant had provided those exhibits and they were reviewed by Staff and included in the Staff report as a separate attachment.

Planner Whetstone stated that once the Planning Commission takes action to ratify the Amended Development Agreement, Exhibit G, it would be recorded at Summit County. The Design Guidelines will provide proper guidance in development of the different sizes of lots and different housing types at Park City Heights.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

Commissioner Joyce read from page 9 of the Guidelines, "Garages shall be a maximum of 24' wide. Garage doors must be placed either ten feet from the property line or a minimum of 18' from the property line". He asked if that was correct as written, that it was either 10' or at least 18'. Planner Whetstone clarified that he was reading from the clean version of the Guidelines.

Spencer White, representing the applicant, explained that 10' does not allow for a car to park in the driveway. Eighteen feet allows for a car in the driveway. If there was any number in between, people would try to squeeze a small car in the driveway. Mr. White stated that they could not get any closer than 10' for any structure, but if it is not on the property line, it must be 18' feet back to allow for a car to be completely off the road. He clarified that it either has to be 10' or a minimum of 18'.

MOTION: Commissioner Joyce moved to RATIFY the revised Exhibit G, Park City Heights Design Guidelines of the recorded Amended Park City Heights MPD Development Agreement. Commissioner Phillips seconded the motion.

VOTE: The motion passed unanimously.

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

Approved by Planning Commission: _____

Planning Commission Staff Report



PLANNING DEPARTMENT

Subject: 1335 Lowell Avenue Telecommunication
Facility Conditional Use Permit (CUP)
Project Number: PL-17-03458
Author: Ashley Scarff, Planning Technician
Date: March 22, 2017
Type of Item: Administrative - CUP

Summary Recommendation

Staff recommends that the Planning Commission reviews the request for a Conditional Use Permit (CUP) for the establishment of a new Telecommunication Facility at 1335 Lowell Avenue, conducts a public hearing, and considers approving the CUP based on the findings of fact, conclusions of law, and conditions of approval found in this staff report.

Description

Applicant: Verizon Wireless, represented by Dakota Hawks, Technology Associates
Location: 1335 Lowell Avenue
Zoning: Recreation Commercial (RC) District
Adjacent Land Uses: Resort base area and resort parking; hotels; condominiums
Reason for Review: Planning Commission must review CUP requests for the establishment of new Telecommunication Facilities

Proposal

This application is a request for a CUP to allow Verizon Wireless to establish a new Telecommunication Facility on the roof and within the underground parking garage of the Lowell Condominiums, located at 1335 Lowell Avenue, in order to provide improved capacity services to the base of Park City Mountain Resort (PCMR) and surrounding areas. The proposal includes the installation of nine (9) panel antennas, nine (9) remote radio heads to provide service to the antennas, and three (3) Main Over-Voltage Protection (MOVP) boxes, all shielded within two (2) screened rooftop antenna skids that will match the condominium building wall to mitigate visual impact. Associated ground equipment will be located within the underground parking garage, and all necessary cable chases will also be painted to match the exterior of the building. This location does not currently house any other Telecommunication Facilities.

Background

On January 31, 2017, the Planning Department received an application for a CUP to allow Verizon Wireless to establish a new Telecommunication Facility on the roof and within the underground parking garage of The Lowell Condominiums, located at 1335 Lowell Avenue. The application was considered complete on February 22, 2017.

The subject property falls within the Recreation Commercial (RC) District. The Land

Management Code (LMC) lists Telecommunication Antennas as a Conditional Use within the RC zone, which is subject to LMC Section 15-4-14, Supplemental Regulations for Telecommunication Facilities, in addition to the standard Conditional Use review criteria of Section 15-1-10(E).

Section 15-4-14 includes a list of additional submittal requirements and considerations for Telecommunications CUP applications, with the purpose of having the applicant demonstrate how the project aligns with the City's vision for these types of facilities:

LMC Section 15-4-14 Telecommunication Facilities

The intent of this section is to ensure that Telecommunications Facilities are Compatible with the unique characteristics of each Zoning District of Park City, and that adverse impacts on community quality and safety in residential, commercial and industrial Areas, are mitigated. The intent of these requirements is to locate Telecommunications Facilities and related equipment where they are least visible from Public Streets, public Areas and designated view corridors and, to the best extent possible, provide Screening from adjacent Property Owners.

The proposed rooftop equipment will consist of two (2) screened antenna skids that will match the building wall of The Lowell Condominiums to mitigate visual impact. These screened skids will have a ten foot (10') setback from the roof edge, and the screen walls will be 9 feet, 6 inches (9', 6") in height above the flat roofline. The proposal complies with requirements found in LMC §15-4-14(F), which state that Telecommunication Facilities shall comply with the setbacks of the underlying zone, and that roof-mounted antenna may extend up to ten feet (10') above the existing structure, provided that it is set back from the roof edge a minimum distance that is equal to or greater than the height of the antenna. The skids will house nine (9) total panel antennas, nine (9) remote radio heads to provide service to the antennas, and three (3) MOVVP boxes. All cable chases will run through the interior of the structure, and will also be painted to match the building's exterior.

The necessary ground equipment will be located within the first sub-level of the underground parking garage of The Lowell. The applicant proposes to screen off a 121.5 square foot area located behind a stairwell in the parking garage, which is designated as having Limited Common ownership on the plat. Per requirements of LMC §15-4-14(M), the HOA has consented to this project and indicated that the space is currently used for storage purposes. No parking will be eliminated with this project, and the subject area is not designated for parking use on the plat.

Staff finds that the project, as proposed and conditioned, meets all requirements related to setbacks, height, and design found in LMC Section 15-4-14, Supplemental Regulations for Telecommunications Facilities.

Analysis

As mentioned above, LMC Section 15-4-14 includes a list of submittal requirements specific to new telecommunication facilities. To summarize, the intent of requiring these items is to ensure that there is legitimate need for the facility, that the proposed location is suitable to meet the need, that the applicant has made an effort to co-locate the

equipment on existing buildings or structures, as well as mitigate potential negative visual impact.

Please refer to the attached exhibits for the applicant's project narrative and site location analysis, as well as graphics of existing and proposed Verizon coverage areas, existing and proposed elevations of The Lowell Condominium building, and detailed site plans.

LMC §15-1-10 Conditional Use Review Process

E. REVIEW. *The Planning Commission must review each of the following items when considering whether or not the proposed Conditional Use mitigates impacts of and addresses the following items:*

1. Size and location of the Site;

Verizon plans to lease two (2) rooftop areas that each measure 100 square feet from the HOA, as well as one (1), 121.5 square foot area located within the first sub-level of the underground parking garage. That area falls behind an existing stairwell, and the applicant has indicated that the space is currently used for storage purposes. **No Unmitigated Impacts.**

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

Not applicable, as all proposed equipment shall have no direct impact on traffic counts or capacity of streets in the area. **No Unmitigated Impacts.**

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

Not applicable, as the proposed equipment shall not require the use of any utilities beyond the condominium's existing electric service. Installation of the equipment will require a Building Permit and all associated reviews/inspections. **No Unmitigated Impacts.**

4. Emergency vehicle Access;

Not applicable, as all proposed equipment will be located away from vehicle circulation areas, i.e., on the rooftop and within a storage area in the underground parking garage. **No Unmitigated Impacts.**

5. Location and amount of off-Street parking;

Not applicable, as the equipment is proposed to be located on the rooftop of the building, and within a storage area behind a stairwell in the parking garage. This area is not designated for parking on the plat. No parking will be displaced by these locations. **No Unmitigated Impacts.**

6. Internal vehicular and pedestrian circulation system;

Not applicable, as the equipment is proposed to be located in areas that will not

interfere with vehicular or pedestrian circulation in any way. **No Unmitigated Impacts.**

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

As described above, the rooftop equipment will be concealed/contained within antenna skids that will be painted to match the building wall of the condominium structure (refer to attached renderings). The ground equipment in the parking garage will be screened, mainly to prevent anyone from tampering with the equipment, and for the safety of the parking garage users (site photos attached).

No unmitigated impacts.

8. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots;

The proposed rooftop equipment will consist of two (2) screened antenna skids that will match the building wall of The Lowell Condominiums to mitigate visual impact. These screened skids will have a ten foot (10') setback from the roof edge, and the screen walls will be 9 feet, 6 inches (9', 6") in height above the flat roofline. All cable chases will run through the interior of the building and will also be painted to match the building's exterior. Staff finds that the proposed configuration meets all height, setback, and design requirements of LMC Section 15-4-14 (renderings attached). **No unmitigated impacts.**

9. Usable Open Space;

Not applicable, as none of the proposed equipment will interfere with existing, usable open space in any way. **No unmitigated impacts.**

10. Signs and lighting;

The project may include small signs near the equipment meant to ensure the health and safety of the general public. They will have no negative visual impact. **No unmitigated impacts.**

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

The proposed rooftop equipment meets all height, setback, and design requirements found in LMC Section 15-4-14(F), Site Requirements for Telecommunication Facilities, as conditioned. Visual impacts will be minimal and comply with requirements of LMC §15-4-14(F)4, Design of Telecommunication Facilities. The remaining equipment will be located within a storage area of an underground parking garage, and will have no effect on outside aesthetics. **No unmitigated impacts.**

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

The proposed equipment will not create undesirable situations such as noise, vibration, odors, or steam that would affect people and property off-site. **No**

unmitigated impacts.

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

Not applicable, as the proposed equipment will not affect the flow of delivery and service vehicles, loading and unloading zones, or trash and recycling pickup areas in any way. **No unmitigated impacts.**

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

Not applicable for this application, as the equipment will be located within Common and Limited Common Areas, which are controlled by the HOA. None of the locations will affect taxing entities. **No unmitigated impacts.**

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

Not applicable, as all project elements fall on/within an existing structure, and do not impact any land. **No unmitigated impacts.**

Process

Approval of this application 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 and no issues specific to this project were raised.

Notice

On March 8, 2017, the property was posted and notice was mailed to affected property owners within 300 feet. Legal notice was also published in the Park Record on March 8th.

Public Input

As of the publish date of this report, no public input has been received by Staff. Public comment will be taken at the regularly scheduled meeting on March 22, 2017.

Alternatives

1. The Planning Commission may approve the CUP as proposed and conditioned; or
2. The Planning Commission may deny the CUP and direct staff to prepare findings supporting this recommendation; or
3. The Planning Commission may continue the discussion to a date certain to allow the applicant time to respond to any additional concerns or issues raised at the Planning Commission hearing.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The CUP request will be denied, and Verizon Wireless will not be able to construct a new Telecommunication Facility at 1335 Lowell Avenue. Verizon's capacity services will not be increased in the PCMR base area through use of this site.

Recommendation

Staff recommends that the Planning Commission reviews the request for a Conditional Use Permit (CUP) for the establishment of a new telecommunication facility at 1335 Lowell Avenue, conducts a public hearing, and considers approving the CUP based on the findings of fact, conclusions of law, and conditions of approval found in this staff report.

Findings of Fact:

1. On January 31, 2017, the Planning Department received an application for a Conditional Use Permit (CUP) to allow Verizon Wireless to establish a new Telecommunication Facility on the roof and within the underground parking garage of The Lowell Condominiums, located at 1335 Lowell Avenue. The application was considered complete on February 22, 2017.
2. The subject property falls within the Recreation Commercial (RC) District.
3. The Land Management Code (LMC) states that, within the RC District, Telecommunication Antennas are a Conditional Use, subject to LMC Section 15-4-14, Supplemental Regulations for Telecommunication Facilities, in addition to the standard Conditional Use review criteria of Section 15-1-10(E).
4. The proposed rooftop equipment will consist of two (2) screened antenna skids that will match the building wall of The Lowell Condominiums to mitigate visual impact. These screened skids will have a ten foot (10') setback from the roof edge, and the screen walls will be 9 feet, 6 inches (9', 6") in height above the flat roofline. The skids will contain nine (9) total panel antennas, nine (9) remote radio heads to provide service to the antennas, and three (3) MOVP boxes. All cable chases will also be painted to match the building's exterior.
5. The necessary ground equipment will be located within the first sub-level of the underground parking garage of The Lowell. The applicant proposes to screen off a 121.5 square foot area located behind a stairwell in the parking garage, which is designated as having Limited Common ownership on the plat. The HOA has consented to this project, and indicated that the space is currently used by cleaning crews for laundry purposes. This area is not designated for parking on the plat. No parking will be eliminated with this project.
6. Staff finds that the project, as proposed and conditioned, meets all requirements related to setbacks, height, and design found in LMC Section 15-4-14, Supplemental Regulations for Telecommunications Facilities.
7. On March 8, 2017, the property was posted and notice was mailed to affected property owners within 300 feet. Legal notice was also published in the Park Record on March 8th.
8. This application has been reviewed under Land Management Code Section 15-1-10 (E).
9. The Findings in the Analysis Section are incorporated herein.

Conclusions of Law:

1. The application satisfies all Conditional Use Permit review criteria as established by the LMC's Conditional Use Review process (§15-1-10(E), Criteria 1-16);
2. The Use, as conditioned, is compatible with surrounding structures in use, scale, mass, and circulation;
3. The Application complies with all requirements of the LMC; and
4. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval:

1. The scope of this approval includes two (2) screened antenna skids on the rooftop of The Lowell Condominiums that will contain nine (9) total panel antennas, nine (9) remote radio heads to provide service to the antennas, and three (3) MOVP boxes, as well as associated cable chases and ground equipment, which will be located behind a stairwell in the first sub-level of the underground parking garage.
2. Panel Antennas shall be no more than five square feet (5 sq. ft.) in Area per face.
3. The rooftop antenna skids shall be set back ten feet (10') from the roof edge, and the screen walls shall not exceed 10' in height, measured from the plane of the flat roofline.
4. The antenna skids shall be painted to match the building wall of the existing condominium building.
5. All necessary cable chases shall also be painted to match the existing building.
6. All equipment located within the underground parking garage shall be screened off to separate uses, and to ensure the health and safety of the parking garage users.
7. Signs shall only be installed on site if necessary for the health and safety of the general public.
8. Prior to installing the equipment, the applicant must apply for and procure a Building Permit from the Building Department.

Exhibits

Exhibit A - Project Narrative with Site Location Alternative Analysis

Exhibit B - Existing and Proposed Verizon Coverage Areas

Exhibit C – Detailed Site Plans for Proposed Facility at 1335 Lowell Avenue

Exhibit D – Existing and Proposed Exterior Elevations

Exhibit E – Photos of Underground Parking Site Area

Exhibit F – Plat for The Lowell Condominiums with garage site highlighted (Sheet 3)

Exhibit G – Consent Letter from HOA Representative

Park City Planning
445 Marsac Ave,
Park City, UT 84060

Verizon Wireless Stealth Rooftop Site- UT2 Central Office

Project Narrative:

Verizon Wireless is currently working with the Lowell Condominium HOA to lease space on their roof and in their parking garage for a new Verizon wireless telecommunication facility. The site address is 1335 Lowell Avenue. This site will improve capacity services at the base of Park City Mountain Resort ("PCMR") and the surrounding areas, which will improve the overall service for Verizon customers at the PCMR Base Area.

The site will consist of (2) screened rooftop antenna skids that will match the siding of the building to mitigate visual impacts. These screened skids will contain a total of (9) panel antenna, (9) remote radio heads to provide service to the antennas, and (3) MOVP boxes. These screened skids will be set back from the roof edge 10' and the screen walls will be 9'-6" in height above the roofline. The associated ground equipment will be located in the underground parking garage, which will eliminate any visual impact. All cable chases will be painted to match the building as well. All of these efforts were taken to reduce the visual impact of the site on the public and we've included Photo-Simulations with this application for your reference.

The responses to Item #4 in the submittal requirement sections are below (Coverage Maps and Narratives accompany this written response):

"Each application shall include a Site location alternative analysis describing the location of other sites considered for the proposed Telecommunications Facility, the availability of those sites, the extent to which other Sites do or do not meet the Applicant's Telecommunication needs and the reason why the subject Site was chosen for the proposed Telecommunications Facility. The analysis shall address the following issues:

- a. *How the proposed location and Telecommunication Facility relate to the object of providing full Telecommunications services within the City Area.* The proposed location provides Verizon the necessary height and is in a location that is between 2 existing wireless facilities that require offload assistance. (UT2 Silvercreek to the north and UT2 Prospector to the southeast) The proposed location

at The Lowell will allow Verizon to fill the gap between these sites while providing an improved overall wireless service to the area surrounding PCMR.

- b. *How the proposed location and Telecommunication Facility relates to the location of the Applicant's existing Telecommunication Facilities that provide Telecommunications within and near the City.* The proposed location falls between (2) existing Telecommunication Facilities in an area that is in need of additional capacity. The location will also provide offload assistance to these (2) existing facilities, which will improve the overall network performance in the City Areas these facilities are located in.
- c. *How the proposed Telecommunication Facility relates to the Applicant's anticipated need for additional Telecommunications Facilities that provide Telecommunications within and near the City.* The necessary offload assistance required by the (2) adjacent Telecommunication Facilities, as well as the high traffic produced in the PCMR Base Area, create the need for a new Telecommunication Facility in this area. The Lowell provides a great location to satisfy both of these needs for Verizon Wireless.
- d. *If applicable, how the Applicant's plans specifically relate to, and are coordinated with, the needs of all other Telecommunication providers within and near the City. With the efforts taken to collocate on an existing structure and mitigate the visual impact of the facility, this site will likely not be viable for an additional Telecommunication provider. If we were dealing with a monopole or other type of tower it would be available for collocation, however since we're locating on a rooftop this site is solely for Verizon Wireless.*

Thank you for your review of the materials presented in this application. If there are any questions regarding this modification please don't hesitate to reach out to me.

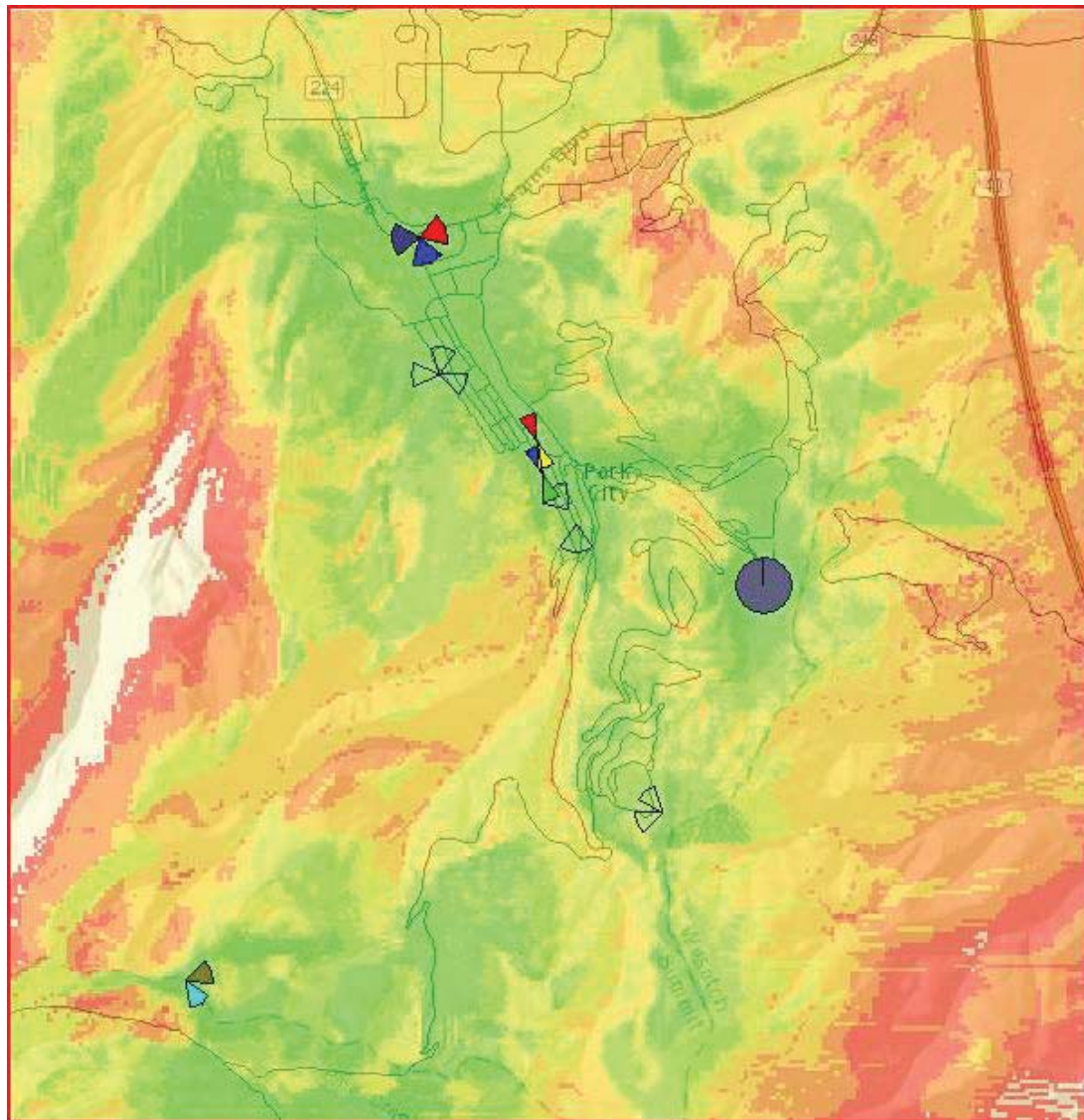
Sincerely,

Dakota Hawks
Technology Associates EC Inc.
Real Estate Specialist
5710 Green Street
Salt Lake City, UT 84123
801-651-4769

Exhibit B

UT2 Central Office

Offload Site for
Prospector Alpha Sectors
Zoning Narrative



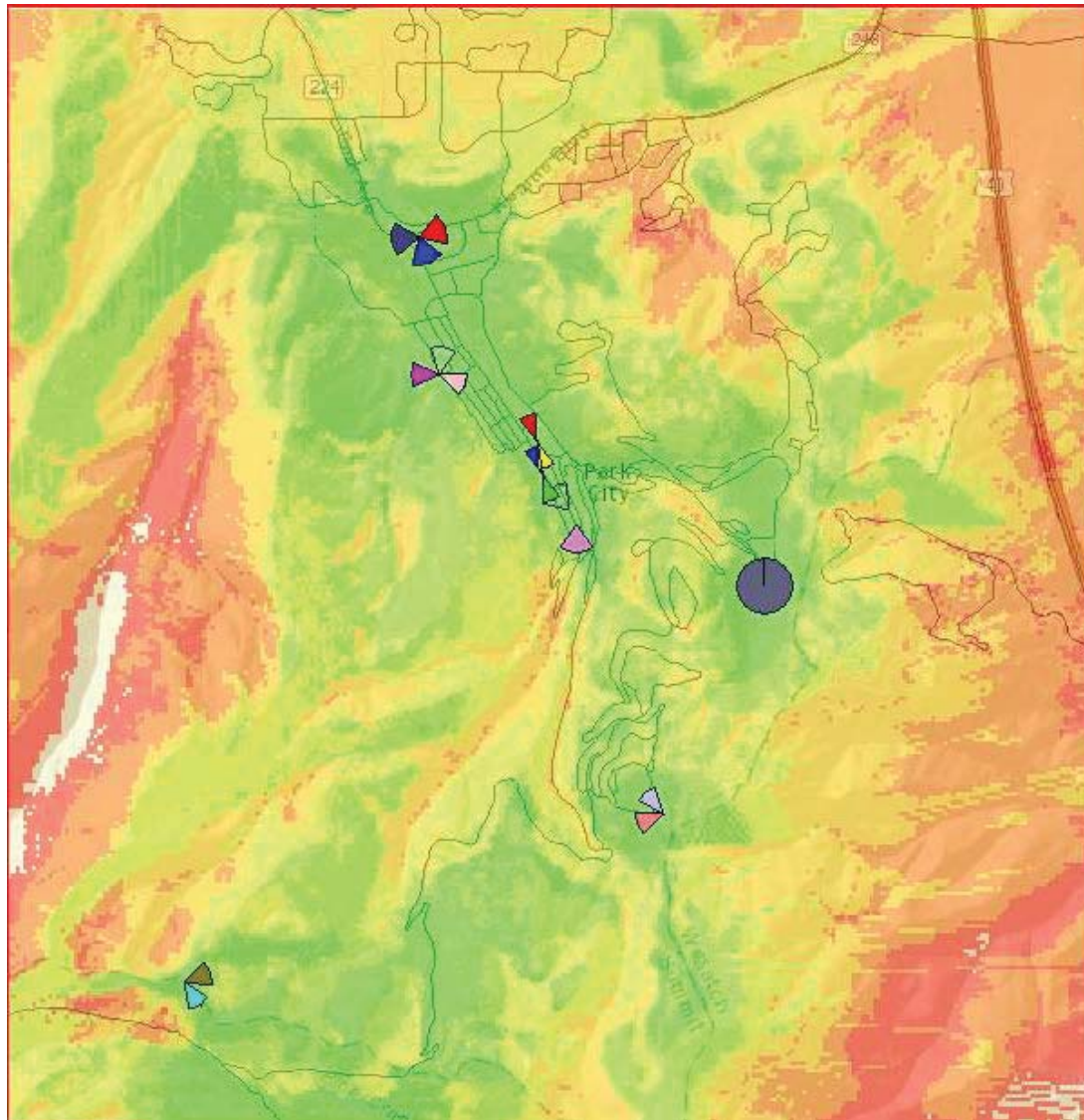
Existing 750 RSRP
(Reference Signal
Received Power)
Coverage of the Park
City area.

Legend

LTE: RSRP - Coverage (0)

- RSRP Level (DL) (dBm) >= -70
- RSRP Level (DL) (dBm) >= -80
- RSRP Level (DL) (dBm) >= -90
- RSRP Level (DL) (dBm) >= -100
- RSRP Level (DL) (dBm) >= -110
- RSRP Level (DL) (dBm) >= -120

[illegible]



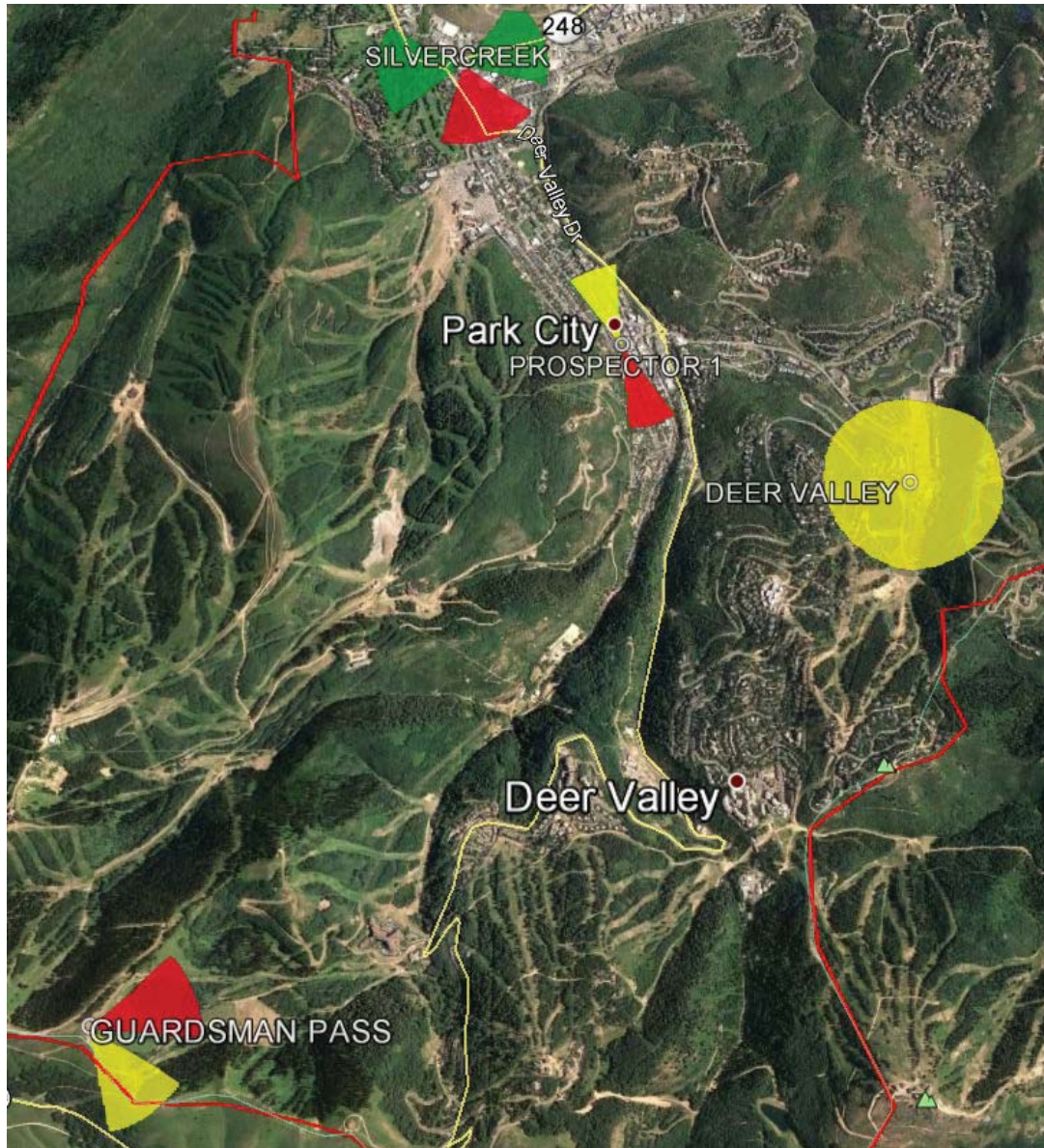
Proposed 750 RSRP
Coverage of the Park
City area including
Central Office, Stag,
and Park City Main
SC (Small Cell) sites.

Legend

LTE: RSRP - Coverage (0)

- RSRP Level (DL) (dBm) >= -70
- RSRP Level (DL) (dBm) >= -80
- RSRP Level (DL) (dBm) >= -90
- RSRP Level (DL) (dBm) >= -100
- RSRP Level (DL) (dBm) >= -110
- RSRP Level (DL) (dBm) >= -120

[illegible]



Google Earth import of sectors showing Capacity Concerns.

Legend Coloring is:

Green – No Issues

Yellow – Need an offload shortly

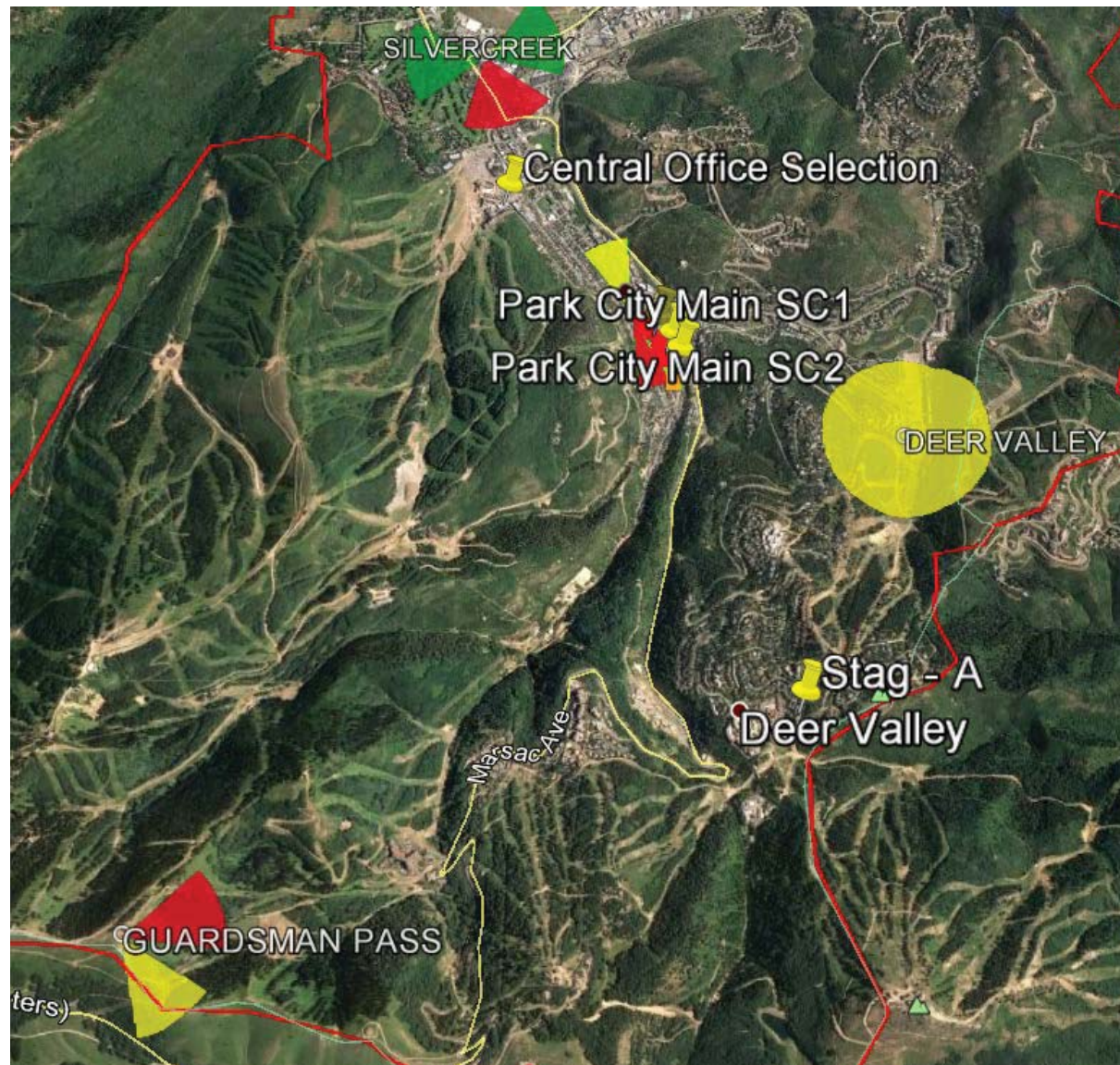
Red – Need an offload quickly

Colors are determined by User Perceived Throughput.

Offload for Silvercreek Beta is Central Office. Will also affect Prospect Alpha.

Offload for Guardsman Pass Alpha is Stag.

Offload for Prospect Beta is the set of Park City Main SC sites.



Google Earth import of sectors showing Capacity Concerns.

Legend Coloring is:

Green – No Issues

Yellow – Need an offload shortly

Red – Need an offload quickly

Colors are determined by User Perceived Throughput.

Offload for Silvercreek Beta is Central Office. Will also affect Prospector Alpha.

Offload for Guardsman Pass Alpha is Stag.

Offload for Prospector Beta is the set of Park City Main SC sites.



UT2 CENTRAL OFFICE

1335 LOWELL AVE
PARK CITY, UT 84060
SUMMIT COUNTY

ROOFTOP COMMUNICATION PROJECT

PROJECT DESCRIPTION:

THIS PROJECT CONSISTS OF THE FOLLOWING:
INSTALLATION
• NINE (9) NEW RRH UNITS
• TWO (2) NEW HYBRID CABLES
• THREE (3) NEW MOVP UNITS
• NINE (9) NEW PANEL ANTENNAS
• THREE (3) NEW OUTDOOR EQUIPMENT CABINETS
• ONE (1) NEW APPLETON PLUG

DESIGNED FOR:
verizonwireless

9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84081

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PROTECTED AND THE SOLE PROPERTY OF TOWERCOM
TECHNOLOGIES, LLC AND PRODUCED FOR THE USE
OF OUR CLIENT. ANY REPRODUCTION OR USE OF
THE INFORMATION CONTAINED WITHIN SAID
DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN
CONSENT OF TOWERCOM TECHNOLOGIES, LLC.



AZ - CA - CO - ID - NM - NV - TX - UT

REV	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY - NOT FOR CONSTRUCTION	5/25/16	SLM	JW
B	NEW SURVEY SHEET, LEASE AREA 1	6/17/16	SLM	JW
C	ANTENNA PLACEMENT	6/21/16	SLM	JW

DESIGNED BY:

SHEET INDEX:

SHEET	TITLE	REV.
T1	TITLE SHEET	C
PS1	PHOTO SHEET	C
SU1	SURVEY	B
1A	CERTIFICATION LETTER	B
Z1	SITE PLAN	C
Z2	SITE PLAN	C
Z3	ENLARGED SITE PLAN	C
Z4	ELEVATIONS	C
Z5	RF COMPLIANCE	C

PROJECT INDEX:

APPLICANT:
VERIZON WIRELESS
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UT 84081

CONTACT: SHANE TANNER
PHONE: 801-573-0045

ENGINEERS/DESIGNERS:
TOWERCOM TECHNOLOGIES LLC
2875 S. DECKER LAKE DR., SUITE 165
WEST VALLEY CITY, UT 84119

CONTACT: JUSTIN WALL
PHONE: 801-336-4694, EXT. 171

SITE/AQ:
TECHNOLOGY ASSOCIATES
5710 S. GREEN STREET
MURRAY, UT 84123

CONTACT: DAKOTA HAWKS
PHONE: 801-651-4769

SURVEYOR:
CIS PROFESSIONAL LAND SURVEYING
295 NORTH 200 EAST
MONA, UTAH 84645

CONTACT: CORY SQUIRE, PLS
PHONE: 435-660-0816

GENERAL PROJECT NOTES:

1. PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SCOPE OF WORK AND ALL CONDITIONS AFFECTING THE NEW PROJECT.
2. CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS OF THE JOB SITE AND CONFIRM THAT WORK AS INDICATED ON THESE CONSTRUCTION DOCUMENTS CAN BE ACCOMPLISHED AS SHOWN PRIOR TO COMMENCEMENT OF ANY WORK.
3. ALL FIELD MODIFICATIONS BEFORE, DURING, OR AFTER CONSTRUCTION SHALL BE APPROVED IN WRITING BY A VERIZON WIRELESS REPRESENTATIVE.
4. INSTALL ALL EQUIPMENT AND MATERIALS PER THE MANUFACTURER'S RECOMMENDATIONS, U.N.O.
5. NOTIFY VERIZON WIRELESS, IN WRITING, OF ANY MAJOR DISCREPANCIES REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS, AND DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATIONS FROM A VERIZON WIRELESS REPRESENTATIVE AND ADJUSTING THE BID ACCORDINGLY.
6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF THE WORK UNDER THE CONTRACT.
7. CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS AND FINISHES THAT ARE TO REMAIN. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING THE CONSTRUCTION TO THE SATISFACTION OF A VERIZON WIRELESS REPRESENTATIVE.
8. THE CONTRACTOR IS RESPONSIBLE FOR RED-LINING THE CONSTRUCTION PLANS TO ILLUSTRATE THE AS BUILT CONDITION OF THE SITE. FOLLOWING THE FINAL INSPECTION BY VERIZON WIRELESS, THE CONTRACTOR SHALL PROVIDE VERIZON WIRELESS WITH ONE COPY OF ALL RED-LINED DRAWINGS.
9. VERIFY ALL FINAL EQUIPMENT WITH A VERIZON WIRELESS REPRESENTATIVE. ALL EQUIPMENT LAYOUT, SPECS, PERFORMANCE INSTALLATION AND THEIR FINAL LOCATION ARE TO BE APPROVED BY VERIZON WIRELESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS/HER WORK WITH THE WORK AND CLEARANCES REQUIRED BY OTHERS RELATED TO SAID INSTALLATIONS.

PROJECT INFORMATION:

PROPERTY OWNER: LOWELL CONDOMINIUMS
1335 LOWELL AVE
PARK CITY, UT 84060
CONTACT: NICK CARAVAGLIA
PHONE: 435-731-0113

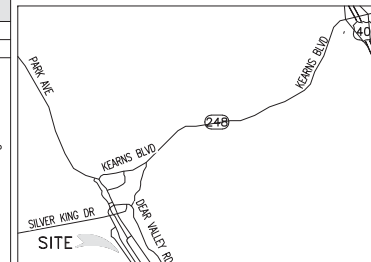
JURISDICTION: PARK CITY
COMMUNITY DEVELOPMENT
445 MARSAC AVENUE
PARK CITY, UT 84060
PHONE: 435-615-5100

PUBLIC RECORD PARCEL NO: LOWELL-101

DRIVING DIRECTIONS:

LATITUDE: 40°39'05.18884"N
LONGITUDE: 111°30'23.28282"W

FROM THE VERIZON WIRELESS OFFICE LOCATED AT 9656 SOUTH PROSPERITY ROAD, WEST JORDAN: GO NORTH ON PROSPERITY RD. TOWARD WELLS PARK RD., TURN RIGHT ONTO NEW BINGHAM HWY/UT-48, CONTINUE ON UT-48., TURN LEFT ONTO HAWLEY PARK RD/UT-48, TAKE 3RD RIGHT ONTO NEW BINGHAM HWY/UT-48, CONTINUE ON UT-48., MERGE ONTO BANGERTER HWY/UT-154 VIA RAMP ON LEFT., TURN RIGHT ONTO W 6200 S., KEEP LEFT AT FORK TO CONTINUE ON W 6200 S., TURN LEFT ONTO S REDWOOD RD/UT-68., MERGE ONTO 1-215 E., MERGE ONTO I-80 E VIA EXIT 2 TOWARD PARK CITY/CHEYENNE., TAKE EXIT 146 VICTORY HWY/UT-189. TAKE EXIT 4. RIGHT ON KEARNS BLVD TO PARK AVE. TURN LEFT AND FOLLOW TO EMPIRE AVE. RIGHT ON SHADOW RIDGE RD. LEFT ON LOWELL RD. SITE IS ON THE RIGHT.



VICINITY MAP
SCALE: N.T.S.



PROJECT NAME:

UT2 CENTRAL OFFICE
NEW 0
ROOFTOP COMMUNICATION PROJECT

PROJECT ADDRESS:

1335 LOWELL AVE
PARK CITY, UT 84060
SUMMIT COUNTY

SHEET TITLE:

TITLE SHEET

SAVE DATE:

6/21/2016 3:07 PM

SHEET NUMBER:

T1

GENERAL PROJECT NOTES:

- CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRICADES AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY BARRIERS AND REPAIR ALL DAMAGE TO PROPERTY ON THE SITE CAUSED BY THIS CONSTRUCTION. THE COST OF REPAIR IS THE CONTRACTOR'S RESPONSIBILITY.
- ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE PRIOR TO ORDERING ANY MATERIALS OR CONDUCTING ANY WORK.
- EXCESS SOIL MATERIAL AND DEBRIS CAUSED BY THIS CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
- CONTRACTOR SHALL MAKE ADJUSTMENTS TO GRADING ELEVATIONS AS NECESSARY TO ENSURE A SITE FREE OF DRAINAGE PROBLEMS.
- CONTRACTOR SHALL COORDINATE A CONSTRUCTION LAYDOWN AREA WITH THE PROPERTY OWNER. CONSTRUCTION LAYDOWN AREA SHALL BE FENCED-IN WITH TEMPORARY (45 DAY) CONSTRUCTION FENCE. THE TEMPORARY FENCE SHALL BE CONSTRUCTED OF 6' HIGH CHAIN LINK FABRIC AND IS TO BE REMOVED AT THE END OF CONSTRUCTION. LAYDOWN AREA IS TO BE RESTORED TO ITS ORIGINAL CONDITION AFTER FENCE REMOVAL.
- SURVEY INFORMATION SHOWN WAS CREATED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY.
- THESE PLANS DO NOT ADDRESS THE SAFETY AND STABILITY OF THE STRUCTURE DURING ASSEMBLY AND ERECTION, WHICH ARE THE RESPONSIBILITY OF THE ERECTOR, BASED ON THE MEANS AND METHODS CHOSEN BY THE ERECTOR.
- NEW EQUIPMENT COMPOUND SHALL BE COVERED W/ 4" CRUSHED ROCK INSTALLED OVER CLIENT-APPROVED WEED BARRIER MATERIAL (IF APPLICABLE).

GENERAL CONTRACTOR NOTES:

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE PROJECT SCOPE OF WORK DEFINED UNDER THE REQUEST FOR PROPOSAL (RFP) FOR THIS PROJECT AND ALL ASSOCIATED ATTACHMENTS AND DOCUMENTS PROVIDED.
THE RFP AND ALL ASSOCIATED DOCUMENTS SHALL DEFINE THE COMPLETE PROJECT SCOPE OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL DOCUMENTS AND IS SOLELY RESPONSIBLE FOR ALL WORK.
ALL DOCUMENTS INCLUDED WITHIN THE PROJECT REQUEST FOR PROPOSAL ARE REQUIRED FOR THE COMPLETE PROJECT SCOPE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK (EQUIPMENT, MATERIAL, INSTALLATION, TESTING, ETC.) INDICATED IN ALL DOCUMENTS. THE RFP, VERIZON WIRELESS NETWORK STANDARDS AND PROJECT ADDENDUMS AND CLARIFICATIONS ARE COMPLEMENTARY TO EACH OTHER. THE FORMAT OF THE SPECIFICATIONS AND DRAWING NUMBERING PER DISCIPLINE IS NOT INTENDED TO IMPLY SEGREGATION OF SUB CONTRACTOR WORK. CONTRACTOR SHALL ASSIGN ALL SUB CONTRACTOR WORK AND VERIZON WIRELESS WILL NOT ACCEPT ANY CHANGE ORDERS FOR INTERNAL CONTRACTOR WORK ASSIGNMENTS.
CONTRACTOR SHALL BE RESPONSIBLE FOR DISTRIBUTING ALL RFP DOCUMENTS TO THEIR SUB CONTRACTORS. ALL RFP DOCUMENTS ARE REQUIRED TO INDICATE THE PROJECT SCOPE OF WORK. PARTIAL SUB CONTRACTOR DOCUMENT PACKAGES ARE HIGHLY DISCOURAGED.
IN THE EVENT OF A CONFLICT BETWEEN THE DRAWINGS, SPECIFICATIONS, REFERENCED STANDARDS, VERIZON WIRELESS STANDARDS, OR AGREEMENT TERMS AND CONDITIONS THE ARCHITECT/ ENGINEER SHALL BE CONTACTED FOR FORMAL INTERPRETATION OF THE REQUIREMENTS. THE CONTRACTOR SHALL BE DEEMED TO HAVE PROVIDED THE DETAILED AND EXTENSIVE INTERPRETATION. ANY WORK INSTALLED IN CONFLICT WITH THE ARCHITECT/ ENGINEER INTERPRETATIONS SHALL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO VERIZON WIRELESS.
- ALL ANTENNAS MUST BE PIM TESTED WITHIN 48 HOURS OF THEM BEING RECEIVED BY THE INSTALLATION CONTRACTOR. THOSE RESULTS MUST BE SENT BACK TO THE VERIZON WIRELESS CONSTRUCTION ENGINEER AND EQUIPMENT ENGINEER WITHIN THE SAME 48 HOURS. IF YOU MISS THE 48HR TIMELINE AND THE ANTENNAS DO NOT PASS UPON INSTALLATION, YOUR COMPANY WILL BE CHARGED FOR THE COST OF THE ANTENNAS FOR REPLACEMENT.
- ALL LOADS MUST BE SECURED PROPERLY TO THE VEHICLE OR TRAILER. VERIZON WIRELESS WILL PASS ALONG THE COST OF ANY REPLACEMENTS DUE TO DAMAGE OR LOSS WHETHER IT IS NEW OR USED.

STRUCTURAL DESIGN CRITERIA:

ALL LOADS DERIVED FROM REQUIREMENTS OF INTERNATIONAL BUILDING CODE 2012, ASCE 7-05, "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES" & ANSI TIA-222-G, "STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS".

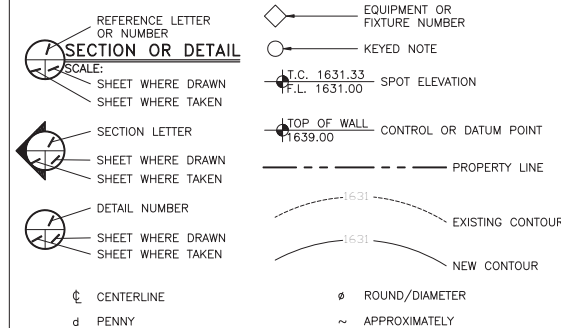
BUILDING STRUCTURES:

- WIND LOADS: IBC 2012 §1609 & ASCE 7-10 §28.6.3 (SIMPLIFIED METHOD)
 $V_{3S} = 90$ MPH
OCCUPANCY CAT. = II; EXPOSURE CAT. = C; IMPORTANCE FACTOR = 1.0
- SEISMIC LOADS: IBC 2012 §1613 & ASCE 7-05 §12.14 (SIMPLIFIED METHOD)
OCCUPANCY CAT. = II; SITE CLASS = D
 $V = \frac{F(S_{DS}W)}{R}$
 $F = 1.0$ (SINGLE-STORY), 1.1 (TWO STORY), 1.2 (THREE STORY)
 $S_{DS} = (2/3) S_{MS}$
 $R = 1.5$ (ORDINARY PLAIN CONCRETE SHEARWALLS),
 6.5 (LIGHT-FRAMED WALLS W/ WOOD STRUCTURAL PANELS),
 4.0 (ORDINARY REINFORCED CONCRETE SHEARWALLS)

COMMUNICATIONS STRUCTURES:

- WIND LOADS: IBC 2012 §1609, ASCE 7-05 §6.5.15 & ANSI TIA-222-G
 $V = 90$ MPH (3-SEC. GUST)
 $V = 30$ MPH (1/4" RADIAL ICE)
STRUCTURE CLASS. = II; EXPOSURE CAT. = C; IMPORTANCE FACTOR = 1.0
- SEISMIC LOADS*: IBC 2012 §1613, ASCE 7-05 §15.6.6 & ANSI TIA-222-G
*MAY BE IGNORED FOR STRUCTURE CLASS I AND/OR EARTHQUAKE SPECTRAL RESPONSE FOR SHORT PERIOD (S_s) ≤ 1.0
STRUCT. CLASS. = II; OCC. CAT. = II; SITE CLASS = D; IMPORTANCE FACTOR = 1.0
 $V = \frac{S_{DS}(W)}{R}$ (EQUIVALENT LATERAL FORCE PROCEDURE (METHOD 1))
 $V = \frac{\sum S_{DS}(W_z)}{R}$ (EQUIVALENT MODAL ANALYSIS PROCEDURE (METHOD 2))

LEGEND OF SYMBOLS:



VIEW OF NEW LEASE AREA "4"
(LOOKING WEST)



VIEW OF EXISTING BUILDING
(LOOKING SOUTHEAST)



VIEW OF NEW LEASE AREA "1"
(IN PARKING STRUCTURE)



VIEW OF NEW LEASE AREA "5"
(LOOKING EAST)

DESIGNED FOR:
verizonwireless

9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84081

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REV	DATE	DESCRIPTION	BY	CHK
A	5/25/16	PRELIMINARY - NOT FOR CONSTRUCTION	SLM	JW
B	6/17/16	NEW SURVEY SHEET, LEASE AREA 1	SLM	JW
C	6/21/16	ANTENNA PLACEMENT	SLM	JW

DESIGNED BY:

PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT NAME:

UT2 CENTRAL OFFICE
NEW O
ROOFTOP COMMUNICATION PROJECT

PROJECT ADDRESS:

1335 LOWELL AVE
PARK CITY, UT 84060
SUMMIT COUNTY

SHEET TITLE:

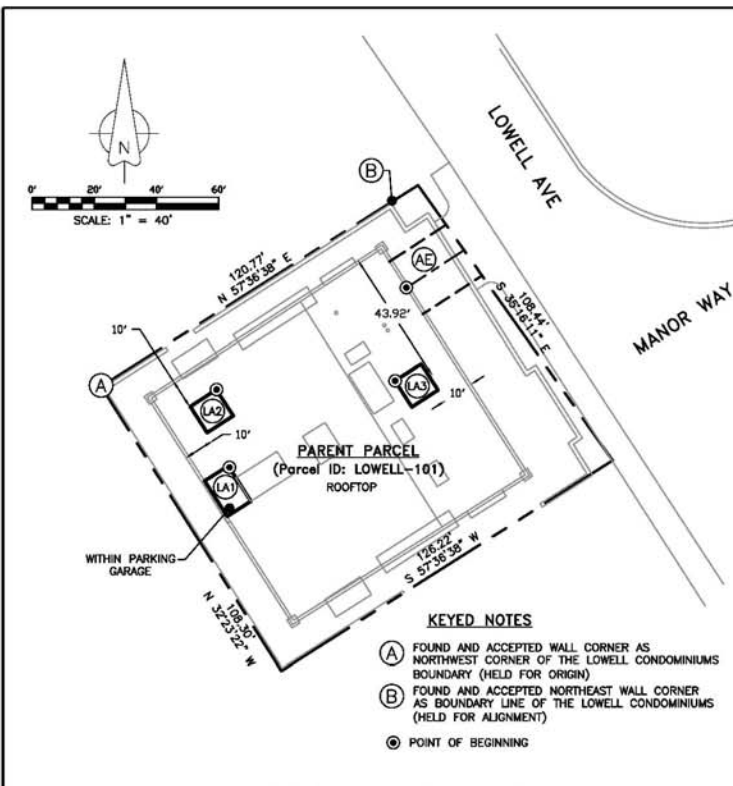
PHOTO SHEET

SAVE DATE:

6/21/2016 3:07 PM

SHEET NUMBER:

PS1



A (10' X 10') parcel for the purpose of a telecommunications equipment lease area, situate within the corporate limits of Park City, Summit County, Utah, said lease parcel comprising a portion of The Lowell Condominiums - Third Amended Condominium Plat located in the Northwest 1/4 of Section 16, Township 2 South, Range 4 East Salt Lake Base and Meridian; more particularly described by metes and bounds as follows:

Beginning at a point that is 30.77 feet N 57°36'38" E along the parcel line and 20.73 feet S 32°23'22" E of the Northwest Corner of the Lowell Condominiums property; thence S 32°57'26" E 10 feet, thence S 57°02'34" W 10 feet, thence N 32°57'26" W 10 feet, thence N 57°02'34" E 10 feet to the point of beginning. The above described parcel of land contains 100 square feet in area or .0023 of an acre more or less.

LEASE AREA 2 EASEMENT DESCRIPTION

A (10' X 10') parcel for the purpose of a telecommunications equipment lease area, situate within the corporate limits of Park City, Summit County, Utah, said lease parcel comprising a portion of The Lowell Condominiums - Third Amended Condominium Plat located in the Northwest 1/4 of Section 16, Township 2 South, Range 4 East Salt Lake Base and Meridian; more particularly described by metes and bounds as follows:

Beginning at a point that is 80.82 feet N 57°36'38" E along the parcel line and 49.16 feet S 32°22'55" E of the Northwest Corner of the Lowell Condominiums property; thence S 57°02'34" E 10 feet, thence S 32°57'26" E 10 feet, thence S 57°02'34" W 10 feet, thence N 32°57'26" W 10 feet to the point of beginning. The above described parcel of land contains 100 square feet in area or .0023 of an acre more or less.

LEASE AREA 3 EASEMENT DESCRIPTION

A (13.5' X 9') parcel for the purpose of a telecommunications equipment lease area, situate within the corporate limits of Park City, Summit County, Utah, said lease parcel comprising a portion of The Lowell Condominiums - Third Amended Condominium Plat located in the Northwest 1/4 of Section 16, Township 2 South, Range 4 East Salt Lake Base and Meridian; more particularly described by metes and bounds as follows:

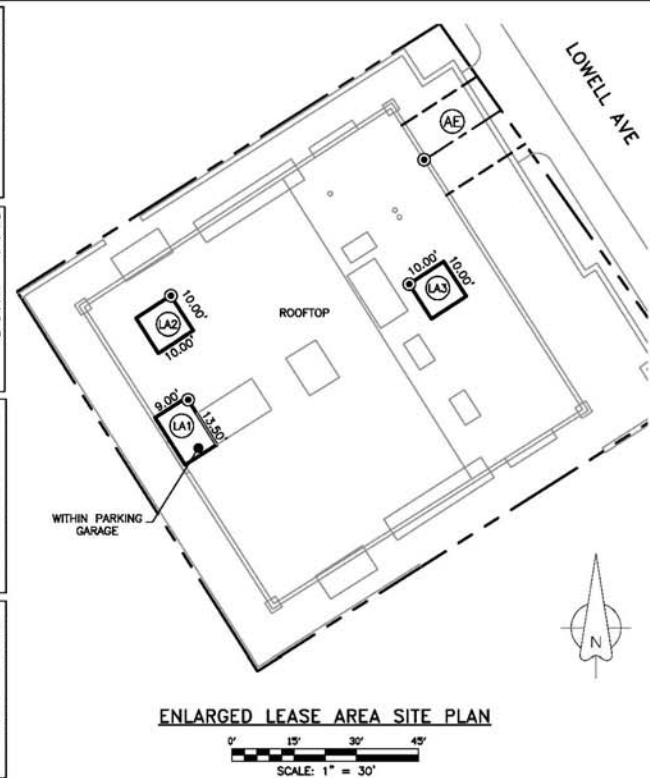
Beginning at a point located within the parking garage adjacent to interior Southwest wall, said point also being 20.84 feet N 57°36'38" E along the parcel line and 43.50 feet S 32°23'22" E of the Northwest Corner of the Lowell Condominiums property; thence S 57°29'41" W 9 feet to said Southwest wall, thence S 32°32'38" E 13.50 feet along said wall, thence N 57°29'41" E 9 feet to a corner of an existing stairwell wall, thence N 32°32'38" W 13.50 feet to the point of beginning. The above described parcel of land contains 121.50 square feet in area or .003 of an acre more or less.

LEASE AREA 1 EASEMENT DESCRIPTION

A strip of land 20 feet wide for the purpose of an access easement to serve a telecommunications equipment lease area, situate within the corporate limits of Park City, Summit County, Utah, said lease parcel comprising a portion of The Lowell Condominiums - Third Amended Condominium Plat located in the Northwest 1/4 of Section 16, Township 2 South, Range 4 East Salt Lake Base and Meridian; said easement is located 10 feet each side of the following described centerline:

Beginning 99.84 feet N 57°36'38" E along the parcel line and 25.86 feet S 32°23'22" E from the Northwest Corner of the Lowell Condominiums property; thence N 56°58'15" E 22.22 feet to the point of terminus. The above described parcel of land contains 444 square feet in area or .010 of an acre more or less.

ACCESS EASEMENT DESCRIPTION



PARENT PARCEL AND SURVEY CONTROL OVERVIEW

REGIONAL MAP: 	VICINITY MAP: 	SURVEYOR'S NARRATIVE: It is the intent of this map and the survey on which it is based to correctly represent the boundary lines of the Parent Parcel and proposed lease areas and Access/Utility easements within the parent parcel. Utility locations shown are based on observed evidence together with evidence from utility plans (if provided by utility companies in response to an Online Survey Locate Request via www.bluestakes.org). Property corners and other survey markers, monuments or evidence that were found at the time of this survey are drawn and noted accordingly hereon. There may however exist other related monuments or evidence, any other monuments or related physical evidence contradictory to this survey should be presented to the surveyor for his review and consideration.	BASIS OF BEARING AND DATUM NOTE: 1.) All distances are surface (ground) in US survey feet and all bearings are Grid based upon the Utah Coordinate System 1983, Utah Central Zone. (NAD83) 2.) Survey Performed with a Trimble receiver connected via cell phone to the Trimble Pivot VRS system of Utah (Managed by the UTAH AGRC). Geodetic Position of Control Monument is: (A) LATITUDE: 40°39'05.31550"N LONGITUDE: 111°30'24.36408"W ELLIPSOID HEIGHT: 6918.721ft HORZ. DATUM NAD83 VERT. DATUM NAVD88 [UTAH VRS] [GEOID12]	PROJECT NAME: VERIZON WIRELESS UT2 CENTRAL OFFICE ALT. 2 PROJECT ADDRESS: 1335 LOWELL AVE PARK CITY SUMMIT COUNTY UTAH TITLE REPORT REVIEW CERTIFICATION THIS IS TO CERTIFY THAT THE LOCATABLE EASEMENTS LISTED IN SCHEDULE B PART 1 OF THIS CERTAIN GUARANTEE FOR TITLE INSURANCE (ISSUED FEBRUARY 28TH, 2016 BY STEWART TITLE GUARANTEE COMPANY (FILE NO. 01459-18802) HAVE BEEN REVIEWED BY THE SURVEYOR. IF ANY OF THOSE EASEMENTS AFFECT THE VERIZON WIRELESS PROPOSED LEASE AREA(S) THEY ARE PLOTTED AND NOTED ACCORDINGLY HEREON. DATE OF SURV.: 05-17-2016	DESIGNED FOR: verizonwireless 9656 SOUTH PROSPERITY ROAD WEST JORDAN, UTAH 84081 DESIGNED BY: TowerDome Technologies ALBUQUERQUE / STAR / EL PASO / LAS VEGAS / DENVER NEW MEXICO / IDAHO / TEXAS / NEVADA / COLORADO															
PARENT PARCEL OWNER: 244 W Enterprises LLC Salt Lake City, Utah 84101 CONTACT INFORMATION: NICK CARAVAGLIA CELL PHONE: (435)731-0113 PUBLIC RECORD PARCEL I.D.: LOWELL-101	DRIVING DIRECTIONS: Head northeast on Prosperity Rd toward W 9500 S/Wells Park Rd (0.8 mi). Turn right onto UT-48 E (0.8 mi). Continue straight onto W 9000 S (6.5 mi). Use the left 2 lanes to turn slightly left to merge onto I-15 N (0.4 mi). Merge onto I-15 N (8.4 mi). Use the right 2 lanes to take exit 304 to merge onto I-80 E toward Cheyenne (4.8 mi). Keep left to stay on I-80 E (16.7 mi). Use the right 2 lanes to take exit 145 toward Kimball Jct (0.6 mi). Use any lane to turn right onto UT-224 S (5.8 mi). Turn right onto Empire Ave (0.3 mi). Turn right onto Shadow Ridge Rd (335 ft). Turn left onto Lowell Ave (600 ft). Destination will be on the right.	SURVEYOR'S NOTE & CERTIFICATION: This "Lease Area Survey" is based on an actual field survey performed by me or under my direction. It correctly depicts existing, readily visible improvements and above ground utilities and the boundary of the parent parcel was verified from field and record information. This "Lease Area Survey" is not a Boundary Survey of the Parent Parcel and this Survey was developed to support the communications facility plan set named hereon. CIS PROFESSIONAL LAND SURVEYING Cory Nan Squire, UT P.L.S. #5561206-2203 6-20-16	PROFESSIONAL LAND SURVEYOR No. 5561206 CORY I. SQUIRE 6/20/16 STATE OF UTAH Mon, UT (435)660-0815 cislps1@gmail.com PROFESSIONAL LAND SURVEYING Cory Nan Squire, UT P.L.S. #5561206-2203 6-20-16	<table border="1"> <thead> <tr> <th>REV.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> <th>CHK</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>90% PRELIMINARY FOR CLIENT REVIEW ONLY</td> <td>5-31-16</td> <td>KJC</td> <td>CIS</td> </tr> <tr> <td>B</td> <td>FINAL REVIEW AND SURVEYOR'S CERTIFICATION</td> <td>6-20-16</td> <td>KJC</td> <td>CIS</td> </tr> </tbody> </table>	REV.	DESCRIPTION	DATE	BY	CHK	A	90% PRELIMINARY FOR CLIENT REVIEW ONLY	5-31-16	KJC	CIS	B	FINAL REVIEW AND SURVEYOR'S CERTIFICATION	6-20-16	KJC	CIS	SHEET TITLE: PARENT PARCEL SURVEY CONTROL OVERVIEW ENLARGED LEASE AREA SITEPLAN TCT SITE I.D.: VZW UT2 Central Office Alt. 2 SHEET INFO.: Sheet 1 of 1 SU1
REV.	DESCRIPTION	DATE	BY	CHK																
A	90% PRELIMINARY FOR CLIENT REVIEW ONLY	5-31-16	KJC	CIS																
B	FINAL REVIEW AND SURVEYOR'S CERTIFICATION	6-20-16	KJC	CIS																

PREPARED FOR:

verizonwireless

VERIZON WIRELESS
9556 South Prosperity Rd.
West Jordan, UT 84081

1A CERTIFICATION LETTER

FOR
VERIZON WIRELESS
FACILITY KNOWN AS:

SAL CENTRAL OFFICE
SUMMIT COUNTY, UTAH

ELEVATION REPORT:

NAVD88 - GROUND ELEVATION: 6,968.19 ft
[ELEVATION METERS]: 2123.9086 m

LEGAL DESCRIPTION:

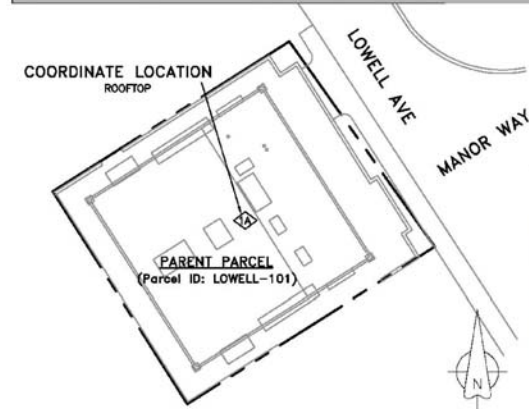
98.57 FEET N 57°36'38" E ALONG
NORTH PROPERTY BOUNDARY AND
65.44 FEET SOUTH OF THE
NORTHWEST CORNER OF THE LOWELL
CONDOMINIUMS BOUNDARY

SITE LOCATION:

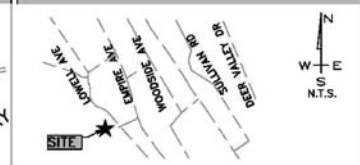
SITE IS ON THE ROOFTOP OF A
COMMERCIAL BUILDING AT:

1335 LOWELL AVENUE
PARK CITY
SUMMIT COUNTY, UTAH.

PLAN VIEW: SCALE 1" = 50'



VICINITY MAP



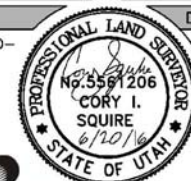
VIEW LOOKING SOUTHWEST

BASIS OF GEODETIC COORDINATES:

- (1) HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD83) [PRIMARY] EXPRESSED IN DEGREES (°) MINUTES (') AND SECONDS (") AND CARRIED TO THE 10,000TH OF A SECOND, AND ALSO EXPRESSED IN DEGREES AND DECIMAL DEGREES.
- (2) VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) EXPRESSED IN U.S. SURVEY FEET AND METERS (METER EQUIVALENT TO 39.37 INCHES).
- (3) NAD83 GEODETIC DATA SHOWN HEREON WAS DERIVED FROM AND IS TIED TO THE NATIONAL GEODETIC SURVEY, NATIONAL C.O.R.S. VIA THE O.P.U.S. UTILITY AND OR TRIMBLE GEOMATICS SOFTWARE.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE GEO-
DETIC COORDINATES REPORTED
HEREON ARE ACCURATE AND
MEET FAA/FCC REPORTING RE-
QUIREMENTS OF 1A: FIFTEEN
FEET (15') HORIZONTALLY AND
THREE FEET (3') VERTICALLY.



DATE OF SURV.:

5-23-16

GEODETIC COORDINATES:

40°39'05.18884"N
NAD 83: 111°30'23.28282"W
DECIMAL DEGREES: 40.651441345"N
111.506467451"W

THESE DRAWINGS AND SURVEYS ARE COPYRIGHT PROTECTED AND THE
SOLE PROPERTY OF TOWERCOM TECHNOLOGIES, LLC AND PRODUCED FOR
THE USE OF OUR CLIENT. ANY REPRODUCTION OR USE OF THE
INFORMATION CONTAINED WITHIN SAID DOCUMENTS IS PROHIBITED WITHOUT
THE WRITTEN CONSENT BY TOWERCOM TECHNOLOGIES, LLC.

PREPARED BY:

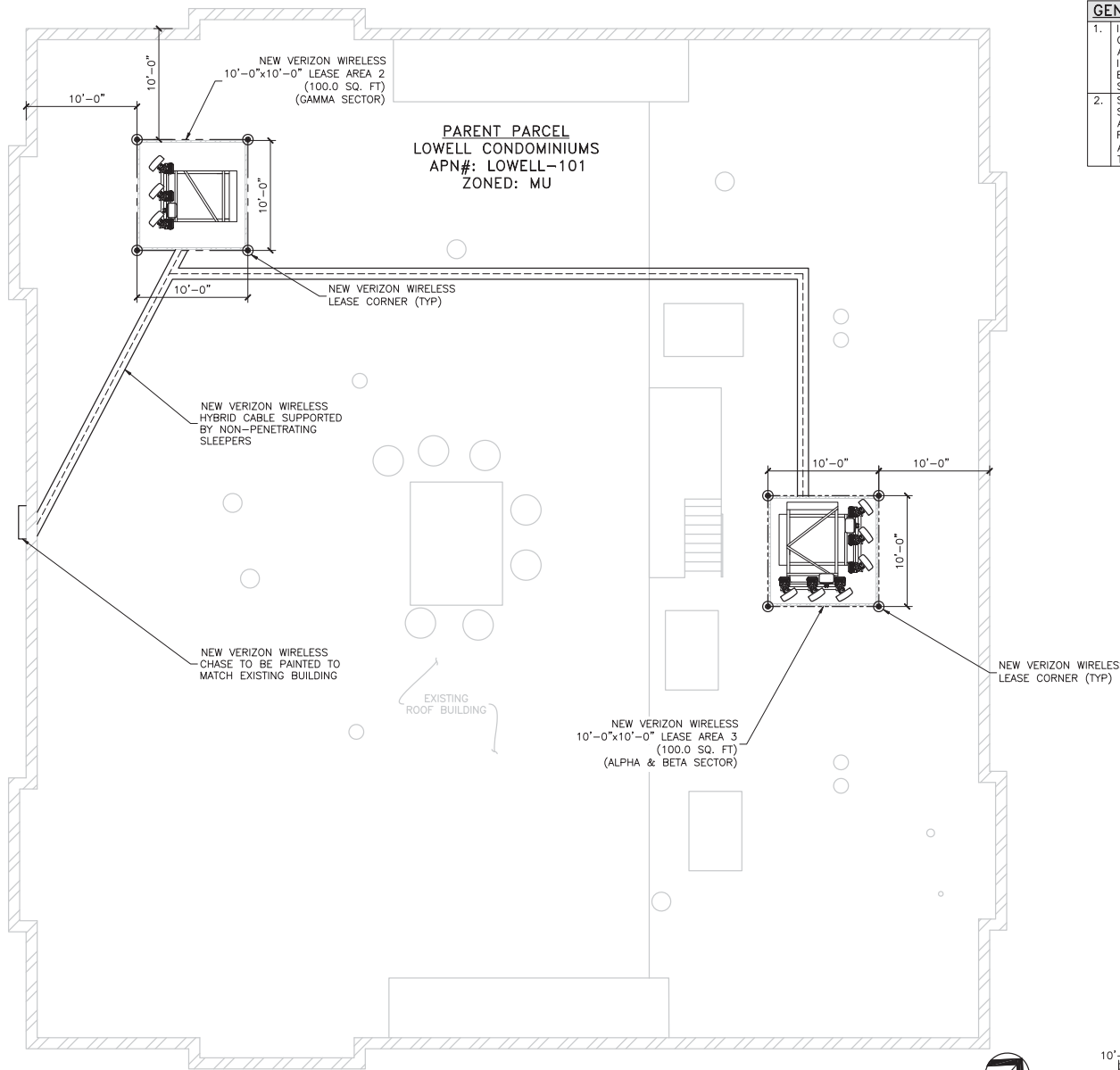


ALBUQUERQUE / STAR / EL PASO / LAS VEGAS / DENVER
NEW MEXICO / IDAHO / TEXAS / NEVADA / COLORADO

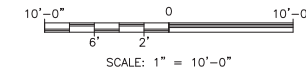


PROFESSIONAL LAND SURVEYING

CORY IAN SQUIRE UT P.L.S. #5561206-2201 6-20-16 (435)660-0816 CISPLS1@GMAIL.COM



SITE PLAN

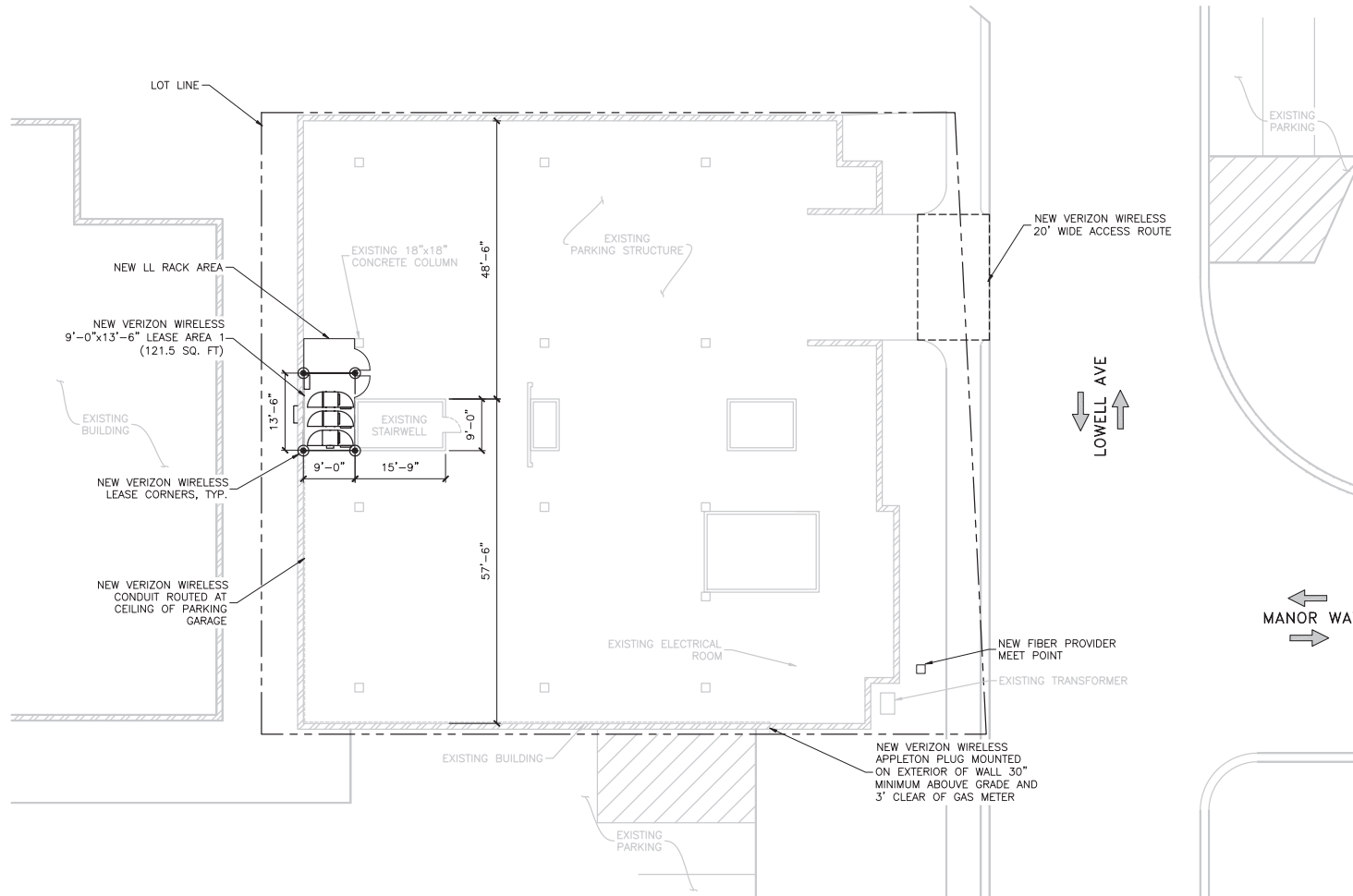


GENERAL SITE PLAN NOTES:

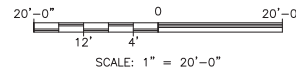
1. INFORMATION SHOWN BELOW FOR DEPICTION PURPOSES ONLY. ALL DATA GATHERED FROM PUBLIC RECORDS AND GENERATED FROM AERIAL IMAGES AND SITE VISITS. INFORMATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY AND SHOULD NOT BE USED FOR SURVEYING OR OTHER RELATED PURPOSES.
2. SITE PLAN DATA AS SHOWN IS BASED UPON A LIMITED SITE MAPPING OF THE SURROUNDING AREA AND ARCHIVED SURVEY DOCUMENTS. DATA AS SHOWN IS FOR REFERENCE ONLY. CONFIRMATION AND PROOF OF LEASE AREA AND/OR EASEMENTS IS BEYOND THE SCOPE OF THIS PROJECT.

DESIGNED FOR:		verizon wireless	
		9656 SOUTH PROSPERITY ROAD WEST JORDAN, UTAH 84081	
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		AZ - CA - CO - ID - NM - NV - TX - UT	
REV	DESCRIPTION	DATE	BY
A	PRELIMINARY - NOT FOR CONSTRUCTION	5/25/16	SLM
B	NEW SURVEY SHEET, LEASE AREA 1	6/17/16	SLM
C	ANTENNA PLACEMENT	6/21/16	SLM
PRELIMINARY NOT FOR CONSTRUCTION			
PROJECT NAME:			
UT2 CENTRAL OFFICE NEW 0 ROOFTOP COMMUNICATION PROJECT			
PROJECT ADDRESS:			
1335 LOWELL AVE PARK CITY, UT 84060 SUMMIT COUNTY			
SHEET TITLE:			
SITE PLAN			
SAVE DATE:			
6/21/2016 3:07 PM			
SHEET NUMBER:			
Z1			

PARENT PARCEL
LOWELL CONDOMINIUMS
APN#: LOWELL-101
ZONED: MU

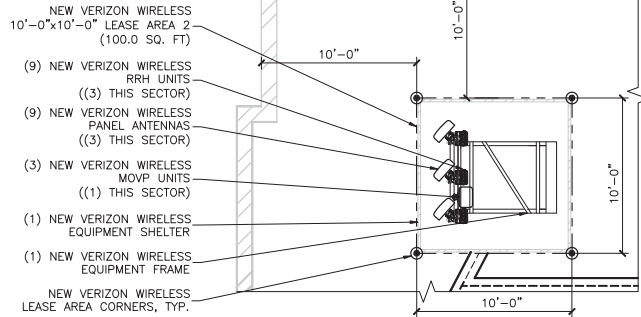


ENLARGED SITE PLAN (MAIN PARKING LEVEL)

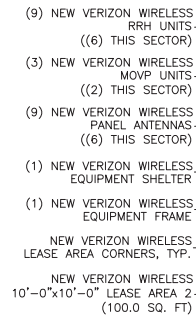


DESIGNED FOR:		verizon wireless			
		9656 SOUTH PROSPERITY ROAD WEST JORDAN, UTAH 84081			
THESE DRAWINGS AND SURVEYS ARE COPYRIGHT PROTECTED AND THE SOLE PROPERTY OF TOWERCOM TECHNOLOGIES, LLC AND PRODUCED FOR THE USE OF OUR CLIENT. ANY REPRODUCTION OR USE OF THE INFORMATION CONTAINED WITHIN SAID DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF TOWERCOM TECHNOLOGIES, LLC.					
DESIGNED BY:	REV	DESCRIPTION	DATE	CHK	BY
			5/25/16	SLM	JW
			6/17/16	SLM	JW
			6/21/16	SLM	JW
PROJECT NAME:		UT2 CENTRAL OFFICE NEW 0 ROOFTOP COMMUNICATION PROJECT			
PROJECT ADDRESS:		1335 LOWELL AVE PARK CITY, UT 84060 SUMMIT COUNTY			
SHEET TITLE:		SITE PLAN			
SAVE DATE:		6/21/2016 3:07 PM			
SHEET NUMBER:		Z2			

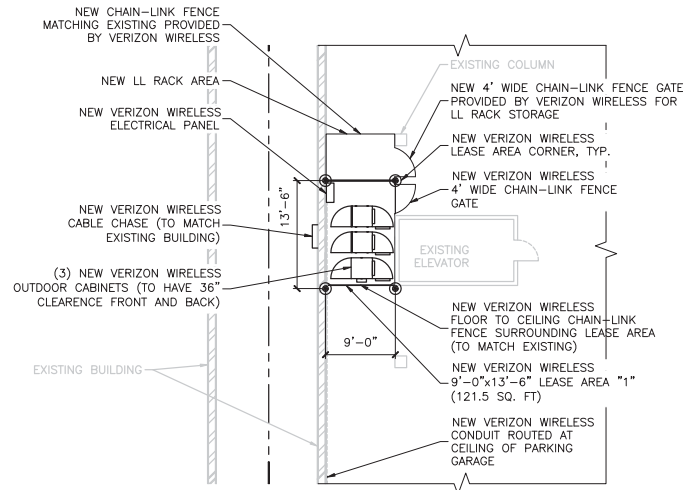
PARENT PARCEL
LOWELL CONDOMINIUMS
APN#: LOWELL-101
ZONED: MU



GAMMA SECTOR
SCALE: 1/8" = 1'-0"



ALPHA & BETA SECTOR
SCALE: 1/8" = 1'-0"



ENLARGED SITE PLANS
NORTH

EQUIPMENT SECTOR
SCALE: 1/16" = 1'-0"

DESIGNED FOR:
verizonwireless
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84081

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REV	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY - NOT FOR CONSTRUCTION	5/25/16	SLM	JW
B	NEW SURVEY SHEET, LEASE AREA 1	6/17/16	SLM	JW
C	ANTENNA PLACEMENT	6/21/16	SLM	JW

PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT NAME:
**UT2 CENTRAL OFFICE
NEW 0
ROOFTOP COMMUNICATION PROJECT**

PROJECT ADDRESS:
**1335 LOWELL AVE
PARK CITY, UT 84060
SUMMIT COUNTY**

SHEET TITLE:
ENLARGED SITE PLAN

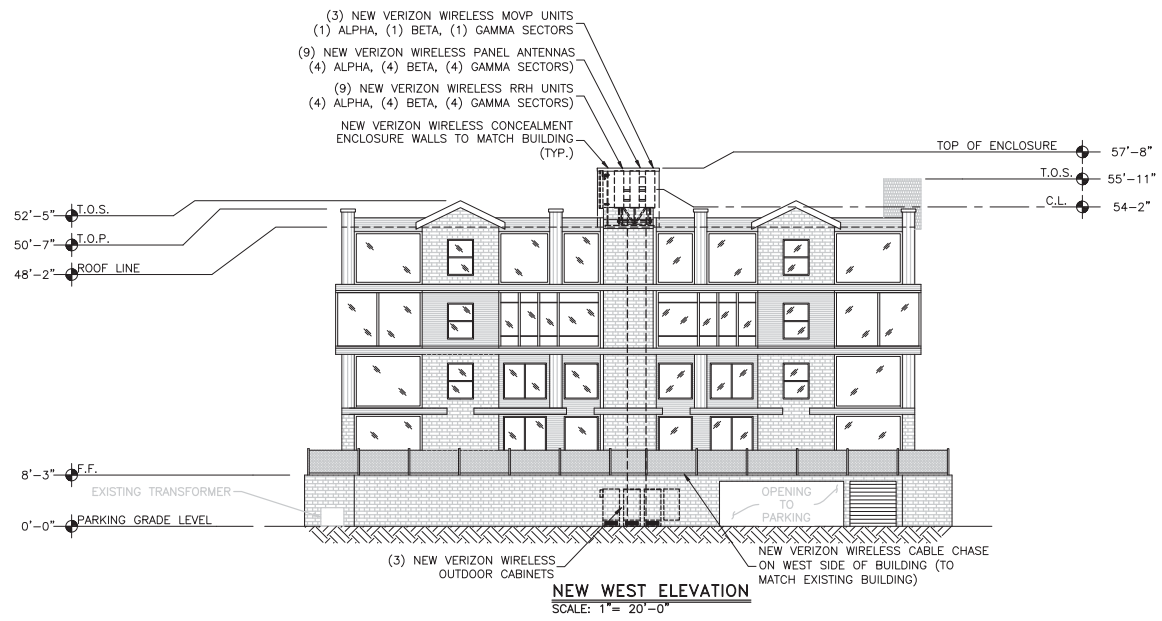
SAVE DATE:
6/21/2016 3:07 PM

SHEET NUMBER:
Z3

KEY:	
C.L. =	CENTER OF RADIATION
B.T. =	BOTTOM TIP LEVEL
T.T. =	TOP TIP LEVEL
T.O.S. =	TOP OF STRUCTURE
T.O.P. =	TOP OF PARAPET
F.F. =	FINISHED FLOOR



NOTE:
1. EQUIPMENT WILL NOT BE VISIBLE AND IS SHOWN FOR CLARITY.



DESIGNED FOR:
verizonwireless
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84081

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DESIGNED BY: **UT2 CENTRAL OFFICE**
NEW 0
ROOFTOP COMMUNICATION PROJECT

DATE: 5/25/16 SLM JW
6/17/16 SLM JW
6/21/16 SLM JW

DESCRIPTION: PRELIMINARY - NOT FOR CONSTRUCTION
NEW SURVEY SHEET, LEASE AREA 1
ANTENNA PLACEMENT

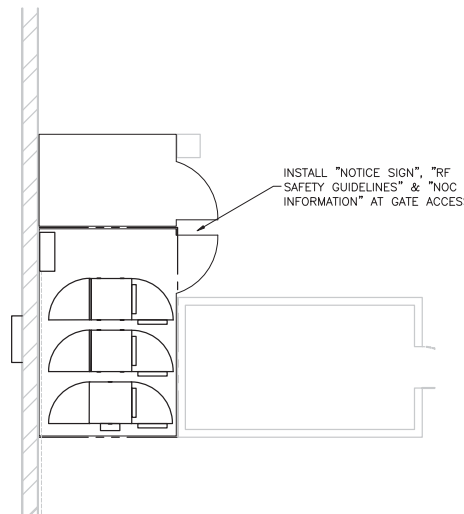
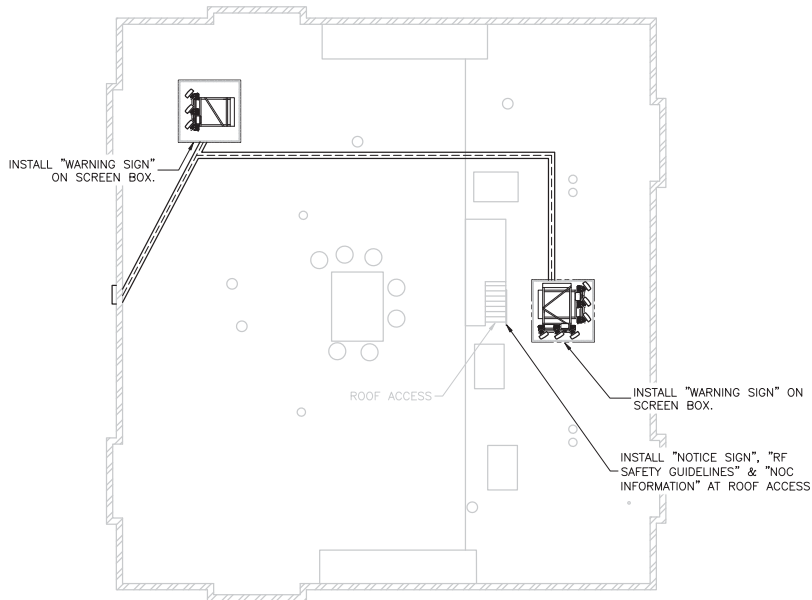
REV: A, B, C

PROJECT ADDRESS:
1335 LOWELL AVE
PARK CITY, UT 84060
SUMMIT COUNTY

SHEET TITLE:
ELEVATIONS

SAVE DATE:
6/21/2016 3:07 PM

SHEET NUMBER:
Z4



RF COMPLIANCE PLAN
SCALE: N.T.S.



SIGN SPECIFICATIONS:

1. ALL SIGNS SHOULD BE UV RESISTANT FOR OUTDOOR USE.
2. ALL SIGNS SHALL HAVE ROUNDED CORNERS WITH PRE-DRILLED HOLES.
3. SIGNAGE SHALL BE INSTALLED AS SHOWN ON PLAN.

TYPICAL DIMENSIONS:



DESIGNED FOR:

verizonwireless

9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84081

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REV	DATE	BY	CHK	DESCRIPTION
A	5/25/16	SLM	JW	PRELIMINARY - NOT FOR CONSTRUCTION
B	6/17/16	SLM	JW	NEW SURVEY SHEET, LEASE AREA 1
C	6/21/16	SLM	JW	ANTENNA PLACEMENT

DESIGNED BY:

**PRELIMINARY
NOT FOR CONSTRUCTION**

PROJECT NAME:

UT2 CENTRAL OFFICE
NEW 0
ROOFTOP COMMUNICATION PROJECT

PROJECT ADDRESS:

1335 LOWELL AVE
PARK CITY, UT 84060
SUMMIT COUNTY

SHEET TITLE:

RF COMPLIANCE

SAVE DATE:

6/21/2016 3:07 PM

SHEET NUMBER:

Z5



UT2 CENTRAL OFFICE

PHOTO SIMULATION

OCTOBER 21, 2016



SITE ADDRESS:

1335 LOWELL AVE.
PARK CITY, UTAH 84060

COORDINATES:

LAT: 40°39'05.18884"N

LONG: 111°30'23.28282"W

CONTENTS:

- PS1: COVER
- PS2: EXISTING NORTH ELEVATION
- PS3: NORTH ELEVATION SIMULATION
- PS4: EXISTING NORTHEAST ELEVATION
- PS5: NORTHEAST ELEVATION SIMULATION
- PS6: EXISTING EAST ELEVATION
- PS7: EAST ELEVATION SIMULATION
- PS8: EXISTING SOUTH ELEVATION
- PS9: SOUTH ELEVATION SIMULATION
- PS10: EXISTING WEST ELEVATION
- PS11: SOUTH WEST SIMULATION

Disclaimer: These photographic simulations have been provided to aid in visualizing how the proposed wireless telecommunications facility shown herein would appear if constructed. While these renderings are not an exact science, they have been prepared diligently to accurately reflect dimensions, scale, depth, coloring, texture, and other important elements in the proposed design insofar as the digital medium allows. Taken together with the engineering drawings and other materials submitted with the application, they are fair and reasonable visual depictions of how the proposed site would appear.





verizonwireless

UT2 CENTRAL OFFICE
SITE PHOTO
EXISTING NORTH ELEVATION
OCTOBER 21, 2016



NEW VERIZON WIRELESS
ANTENNAS BEHIND
NEW SCREEN WALLS



UT2 CENTRAL OFFICE
SITE PHOTO
NORTH ELEVATION SIMULATION
OCTOBER 21, 2016





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UT2 CENTRAL OFFICE
SITE PHOTO
EXISTING NORTHEAST ELEVATION
OCTOBER 21, 2016

TowerComm
TECHNOLOGIES

NEW VERIZON WIRELESS
ANTENNAS BEHIND
NEW SCREEN WALLS

verizonwireless

UT2 CENTRAL OFFICE
SITE PHOTO
NORTHEAST ELEVATION SIMULATION
OCTOBER 21, 2016

TowerCam
TECHNOLOGIES



verizonwireless

UT2 CENTRAL OFFICE
SITE PHOTO
EXISTING EAST ELEVATION
OCTOBER 21, 2016

TowerCom
TECHNOLOGIES

NEW VERIZON WIRELESS
ANTENNAS BEHIND
NEW SCREEN WALLS

verizonwireless

UT2 CENTRAL OFFICE
SITE PHOTO
EAST ELEVATION SIMULATION
OCTOBER 21, 2016

TowerCom
TECHNOLOGIES




verizonwireless

UT2 CENTRAL OFFICE
SITE PHOTO
EXISTING SOUTH ELEVATION
OCTOBER 21, 2016


TowerCom
TECHNOLOGIES

NEW VERIZON WIRELESS
ANTENNAS BEHIND
NEW SCREEN WALLS

verizonwireless

UT2 CENTRAL OFFICE
SITE PHOTO
SOUTH ELEVATION SIMULATION
OCTOBER 21, 2016

TowerCom
TECHNOLOGIES



verizonwireless

UT2 CENTRAL OFFICE
SITE PHOTO
EXISTING WEST ELEVATION
OCTOBER 21, 2016

TowerCom
TECHNOLOGIES

NEW VERIZON WIRELESS
ANTENNAS BEHIND
NEW SCREEN WALLS



verizonwireless

UT2 CENTRAL OFFICE
SITE PHOTO
WEST ELEVATION SIMULATION
OCTOBER 21, 2016

InterCom
TECHNOLOGIES



VICINITY MAP

SURVEYOR'S CERTIFICATE

I, John Demkowicz, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner, this Third Amended Condominium Plat of the THE LOWELL CONDOMINIUM, a Utah Condominium Project in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the units are built as shown.

John Demkowicz
John Demkowicz, L.S. #154491
Date 3-19-07

LEGAL DESCRIPTION

ALL OF UNITS 101 THROUGH 104, INCLUSIVE; 201 THROUGH 204, INCLUSIVE; 301 THROUGH 304, INCLUSIVE; AND 401 AND 404, INCLUSIVE, WITHIN THE SECOND AMENDMENT TO THE GABLES CONDOMINIUM PROJECT, TOGETHER WITH 100% OF THE OWNERSHIP INTEREST IN THE COMMON AREAS AND FACILITIES OF SAID PROJECT, AS THE SAME ARE IDENTIFIED AND ESTABLISHED IN THE SECOND AMENDMENT RECORD OF SURVEY RECORDED FEBRUARY 28, 2007 AS ENTRY NO. 805882 AND THE AMENDED AND REFILED DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 28, 2007 AS ENTRY NO. 805883 IN BOOK 1850 AT PAGE 863 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, PERTAINING TO AND LOCATED UPON THE FOLLOWING DESCRIBED REAL ESTATE:

Beginning at a point East 1250.10 feet and South 954.10 feet from the Northwest corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and N57°19'30"E 12.00 feet; said point being on the Eastern line of an easement surrounding Marsop Mill Manor Condominiums according to the official recorded plat thereof; and running thence N32°23'30"W along said Eastern line 108.30 feet; thence leaving said Eastern line N57°36'30"E 121.90 feet to a point on the Western right of way line of Lowell Avenue; thence S32°28'00"E, along said Western right of way line 108.46 feet; thence leaving said Western right of way line S57°36'30"W 127.72 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, THE GABLES HOTEL, L.P., a Delaware Limited Partnership, the owner of the tract of land described above, hereby certifies that it has caused this survey to be made and this Third Amended Condominium Plat of the THE LOWELL CONDOMINIUM, a Utah Condominium Project, to be prepared, and does hereby consent to the recording of this Condominium Plat and submit this property to the Utah Condominium Ownership Act.

In witness whereof the undersigned has executed this certificate and dedication this 14th day of March, 2007.

The Gables Hotel, L.P.,
a Delaware Limited Partnership
By *[Signature]* Its General Partner

ACKNOWLEDGMENT

State of Utah
County of Summit

On this 14th day of March, 2007, personally appeared before me, the undersigned Notary Public, in and for said County and State, David Holland Zatz, being duly sworn, acknowledged to me that he is the Member of Holland Gables, L.L.C., a Utah limited liability company that is the General Partner of The Gables Hotel, L.P., a Delaware Limited Partnership, and that the foregoing Owner's Certificate and Declaration was signed on behalf of said company by authority of its partnership agreement, and said David Holland Zatz acknowledged to me that said company executed the same.

Mary J. Carney
A Notary Public commissioned in Utah
Printed Name Mary J. Carney
Residing in: Park City, UT
My commission expires: 6-13-2008

NOTES

- The dimensions of the private spaces are based on drawings supplied by IBI Group. Minor variations may occur. It is the intent that the private ownership areas of the units will be as constructed.
- Square footages are provided by the architect.
- The street address of a unit in The Gables is 1325 Lowell Avenue, unit #_____.
- The units of the Lowell Condominiums are served by a Common Private Lateral Wastewater Line. The Lowell Condominium Association shall be responsible for ownership, operation and maintenance of all Common Private Lateral Wastewater Lines.
- Dimensions to building corners are perpendicular to the property lines.
- The kitchen, 1 adjacent bedroom and 1 adjacent bathroom in Unit 103 are fully accessible. The bedroom and adjacent bathroom in the layout of Unit 202 are fully accessible. All public areas are fully accessible.

THIRD AMENDED CONDOMINIUM PLAT (AND MAP)
THE LOWELL
CONDOMINIUMS
FORMERLY THE PLAZA HOTEL CONDOMINIUMS
A UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 6

PLANNING COMMISSION

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 15th DAY OF March, 2007 A.D.
BY *[Signature]*
B.W.R.D.

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 15th DAY OF MARCH, 2007 A.D.
BY *[Signature]*
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 15th DAY OF March, 2007 A.D.
BY *[Signature]*
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

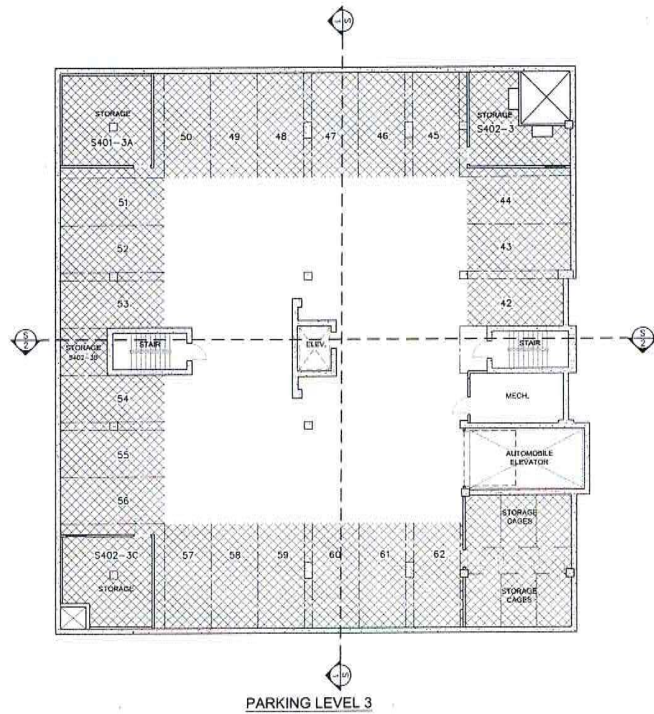
I CERTIFY THIS CONDOMINIUM PLAT WAS APPROVED BY PARK CITY COUNCIL THIS 15th DAY OF February, 2007 A.D.
BY *[Signature]*
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

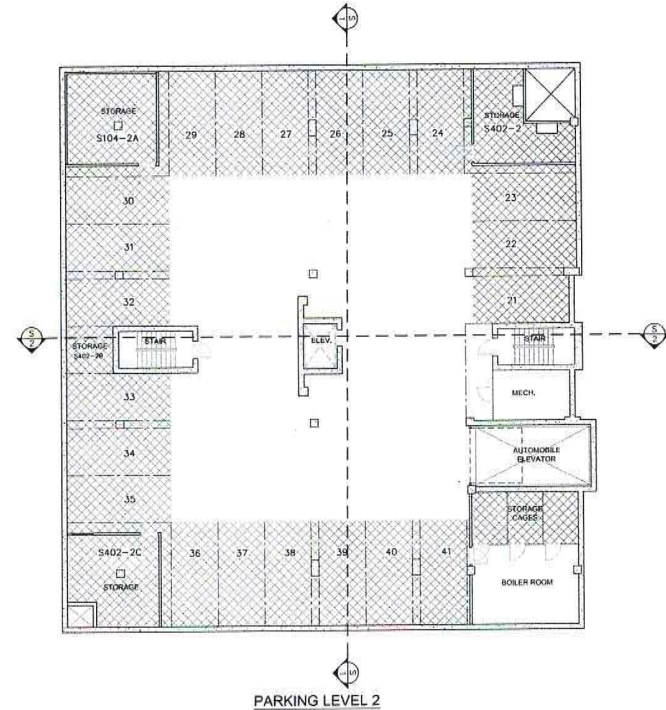
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 15th DAY OF February, 2007 A.D.
BY *[Signature]*
MAYOR

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF Coalition Title
DATE 4-2-07 TIME 4:21 p.m. PAGE 1
BY *[Signature]*
RECORDER



PARKING LEVEL 3



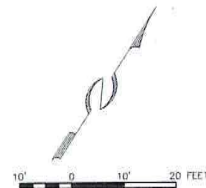
PARKING LEVEL 2

LEGEND
 S.F. - REPRESENTS SQUARE FEET
 U. - REPRESENTS UNIT
 C. - REPRESENTS COMMON HEIGHT

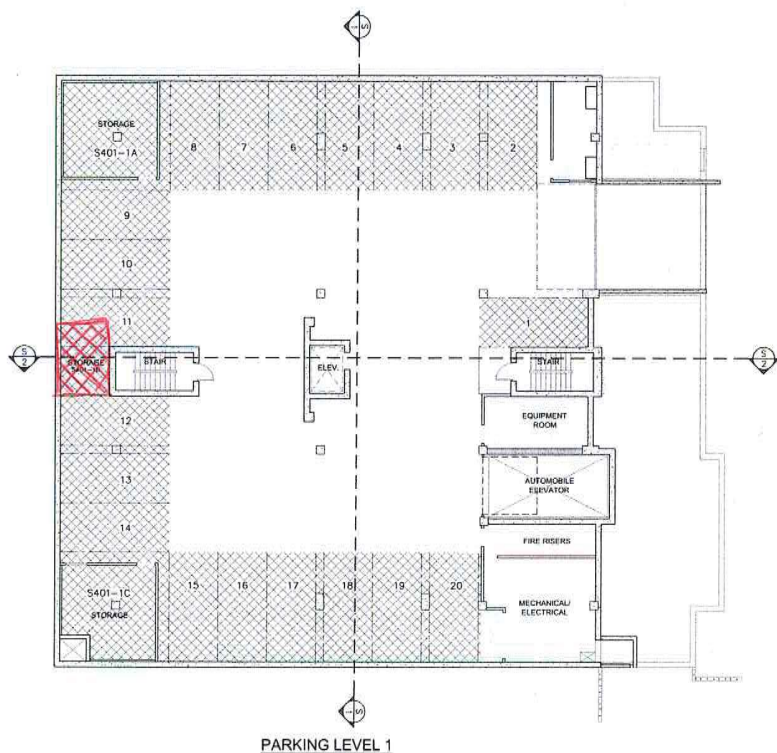
□ COMMON OWNERSHIP
 ▨ PRIVATE OWNERSHIP
 ▩ LIMITED COMMON OWNERSHIP

THIRD AMENDED CONDOMINIUM PLAT
THE LOWELL
CONDOMINIUMS
 FORMERLY THE PLAZA HOTEL CONDOMINIUMS
 A UTAH CONDOMINIUM PROJECT
 LOCATED IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
 SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

SHEET 2 OF 6



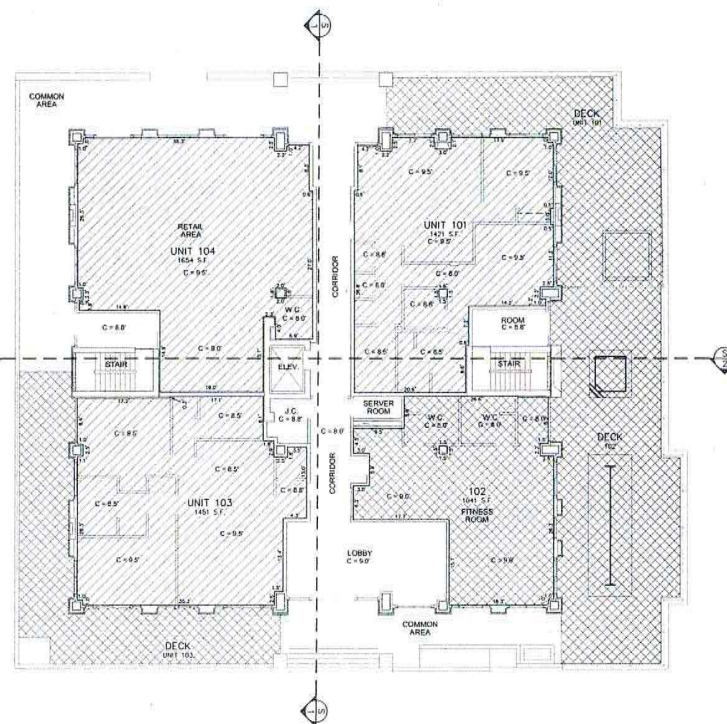
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LEGEND

S.F. - REPRESENTS SQUARE FEET
U - REPRESENTS UNIT
C - REPRESENTS CEILING HEIGHT

	COMMON OWNERSHIP
	PRIVATE OWNERSHIP
	LIMITED COMMON OWNERSHIP



RESIDENTIAL LEVEL 1

NOTE:
The Fitness Room 102 and associated Deck 102 (Limited Common Ownership), are assigned to all residential units at The Lowell with the exception of the Retail Space (Unit 104). Upon conversion of the Retail Space (Unit 104) to Private Ownership, use of said Fitness Room and associated Deck shall be made available to Unit 104.
The deck areas that are contiguous to each of units 101 and 103 are limited common area for the exclusive use of each of those units.

UNIT SQUARE FOOTAGE TABLE

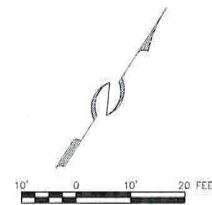
UNIT NUMBER	SQUARE FOOTAGE	ELEVATION
101	1,421	6,963.0'
103	1,451	6,963.0'
104	1,654	6,963.0'

THIRD AMENDED CONDOMINIUM PLAT THE LOWELL CONDOMINIUMS

FORMERLY THE PLAZA HOTEL CONDOMINIUMS
A UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

SHEET 3 OF 6



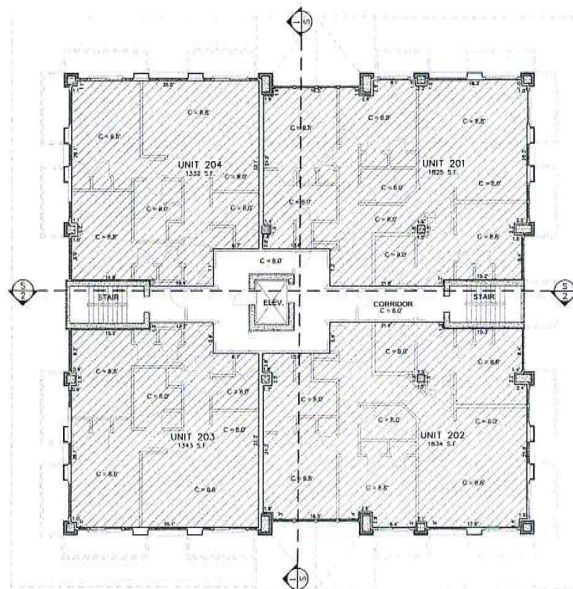
JOB NO: 5-4-D6 4/19/2015 Gary Chapman/Summit County Clerk/15017001/15017001-144

808744 RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF Coalition Title

DATE 4/20/15 TIME 4:20 PM BOOK PAGE

\$193.00 Fee
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RESIDENTIAL LEVEL 2

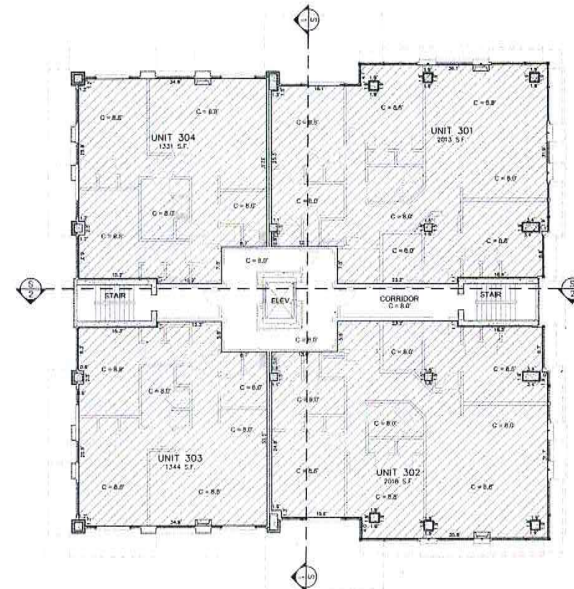
UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE	ELEVATION
201	1,825	6,973.6'
202	1,834	6,973.6'
203	1,343	6,973.6'
204	1,332	6,973.6'

LEGEND

S.F. - REPRESENTS SQUARE FEET
U - REPRESENTS UNIT
C - REPRESENTS CEILING HEIGHT

	COMMON OWNERSHIP
	PRIVATE OWNERSHIP
	LIMITED COMMON OWNERSHIP



RESIDENTIAL LEVEL 3

UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE	ELEVATION
301	2,013	6,983.3'
302	2,018	6,983.3'
303	1,344	6,983.3'
304	1,331	6,983.3'

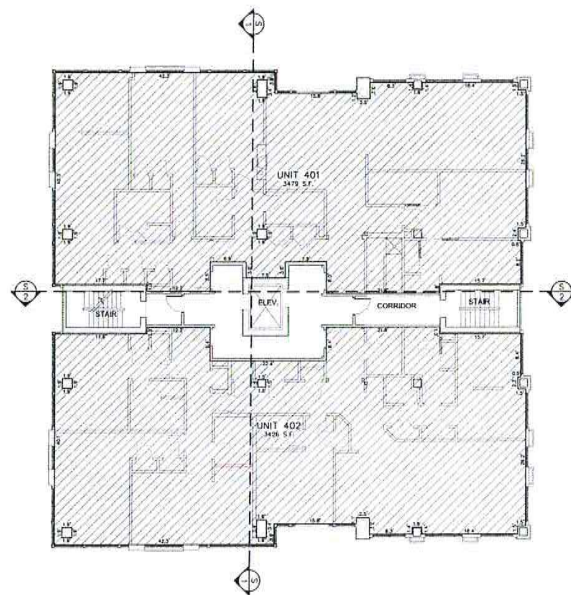
THIRD AMENDED CONDOMINIUM PLAT
THE LOWELL
CONDOMINIUMS
FORMERLY THE PLAZA HOTEL CONDOMINIUMS
A UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

SHEET 4 OF 6

JOB NO: 5-4-06
808774 RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF **Coalition, LLC**
DATE: **9-26-07** TIME: **4:27 PM** PAGE: **4**
Stephaniel Brown, Deputy
RECORDER

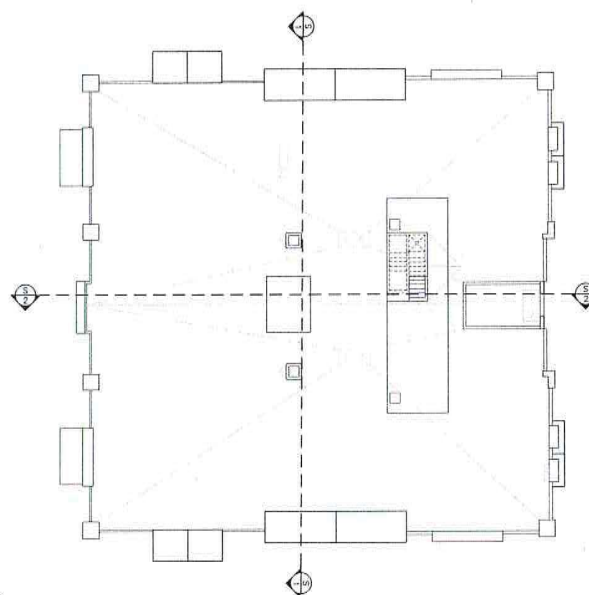




RESIDENTIAL LEVEL 4

UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE	ELEVATION
401	3,479	6,993.2'
402	3,426	6,993.2'



ROOF LEVEL 5

LEGEND

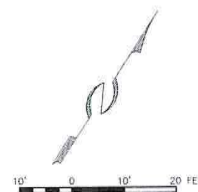
S.F. - REPRESENTS SQUARE FEET
U - REPRESENTS UNIT
C - REPRESENTS CEILING HEIGHT

- COMMON OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP

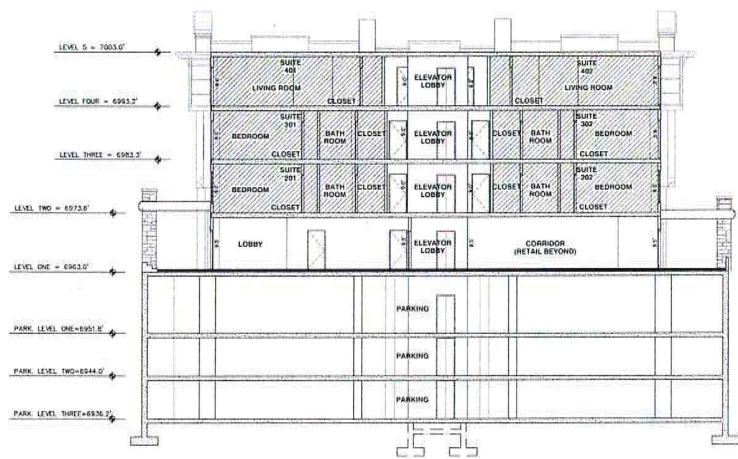
THIRD AMENDED CONDOMINIUM PLAT
THE LOWELL
CONDOMINIUMS
FORMERLY THE PLAZA HOTEL CONDOMINIUMS
A UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASIN AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

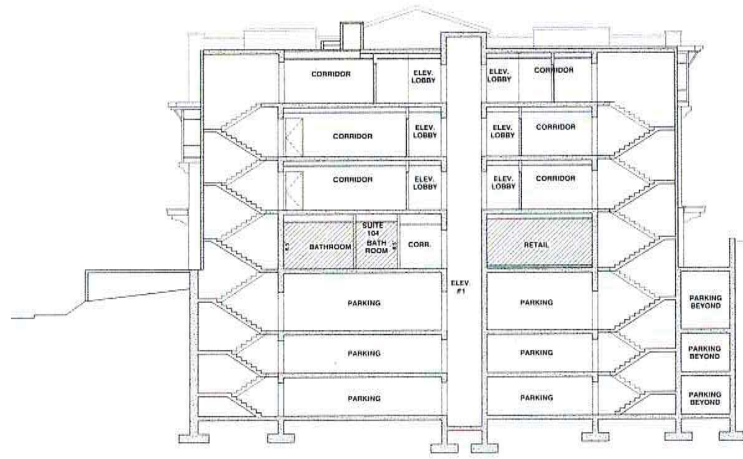
SHEET 5 OF 6



208 NO. 5-4-06
808774 RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF *Camille Thiele*
DATE: 4-2-07 TIME: 4:27 PM BOOK: PAGE:
\$193.00 *Camille Thiele* Deputy
FEE RECORDER



⊕ BUILDING SECTION 1



⊕ BUILDING SECTION 2

- COMMON OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP

THIRD AMENDED CONDOMINIUM PLAT
THE LOWELL
CONDOMINIUMS
 FORMERLY THE PLAZA HOTEL CONDOMINIUMS
 A UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
 SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

SHEET 6 OF 6



JOB NO: 5-4-06
 808774
 RECORDED
 STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
 AT THE REQUEST OF Coalition Title
 DATE 4-2-07 TIME 4:27 BOOK --- PAGE ---
 \$193.00 Daniel Bowen, Deputy
 FEE RECORDER

Exhibit G



March 7, 2017

Ashley Scarff
Park City Municipal – Planning Department
PO Box 1480
Park City, UT 84060

Ashley,

This letter is to confirm that The Lowell Condominiums at 1335 Lowell Avenue has given consent to Verizon for the installation of equipment on the roof areas of the building, designated as Common Areas.

Further, The Lowell Condominiums has given consent for the placement of equipment, by Verizon, on level SL1 of the parking garage. The area in which this will be located is behind the stairwell on the West side of the first floor of the parking garage. This area is designated as Limited Common area, used for storage.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Nicholas Caravaglia'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Nicholas Caravaglia

Planning Commission Staff Report



Subject: 280 Daly Avenue
Project #: PL-17-03423
Author: Ashley Scarff, Planning Technician
Date: March 22, 2017
Type of Item: Administrative – Steep Slope Conditional Use Permit

Summary Recommendations

Staff recommends that the Planning Commission reviews the application for a Steep Slope Conditional Use Permit at 280 Daly Avenue, conducts a public hearing, and considers approving the Steep Slope CUP. Staff has prepared findings of fact, conclusions of law, and conditions of approval for the Commission's consideration.

Description

Owner/Applicant: Jed & Susan Bradshaw, represented by Jonathan DeGray, Architect
Location: 280 Daly Avenue
Zoning: Historic Residential (HR-1) District
Adjacent Land Uses: Residential
Reason for Review: In the HR-1 District, a Steep Slope Conditional Use Permit is required for construction of any Structure with a Building Footprint in excess of two hundred square feet (200 sf) if said Building Footprint is located on or projecting over an existing Slope of thirty percent (30%) or greater.

Proposal

This application is a request for a Steep Slope CUP for the construction of a single-family home with a Building Footprint in excess of 200 sf, to be built upon an existing Slope of 30% or greater. The proposed structure will have a footprint of 1,672 sf, a *total floor area* of approximately 4,220.6 sf, and *gross residential floor area* of 2,461 sf, based on definitions found in the Land Management Code (LMC) Section 15-15-1.168 and 1.109(A) (calculation detailed below).

The uphill lot is currently vacant, measures 10,522 sf in area, and has an approximate overall slope of 55.5 – 60 percent (55.5-60%). The house is proposed to be located at the front of the large lot, which is the least steep area. The northeast corner and east side of the structure's footprint (front of home) will be located in an area with a slope of approximately 13 percent (13%). The west and southwest corner of the footprint (rear of home) is proposed for an area with grades ranging from 80 – 100 percent (80-100%). The back half of the lot continues to slope steeply upward, but will remain undeveloped (refer to Exhibits D and E).

Background

On January 3, 2017, the City received an application for a Steep Slope CUP at 280 Daly Avenue; the application was deemed complete on January 19, 2017. This application supports a request to construct a new single-family house on the lot. 280 Daly Avenue is located in the Historic Residential (HR-1) District, thus, the proposed structure must meet applicable LMC requirements and also be in compliance with the Historic District Design Guidelines. A Historic District Design Review (HDDR) application was also submitted on January 3, 2017, and deemed complete on January 10, 2017. The HDDR application is being processed concurrently with this Steep Slope CUP.

Purpose

The purpose of the Historic Residential (HR-1) District is to:

- (A) preserve present land Uses and character of the Historic residential Areas of Park City,
- (B) encourage the preservation of Historic Structures,
- (C) encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
- (D) encourage single family Development on combinations of 25' x 75' Historic Lots,
- (E) define Development parameters that are consistent with the General Plan policies for the Historic core, and
- (F) establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Analysis

280 Daly Avenue is platted as Lot 1 of the Washington Mill Subdivision, which was approved by the Park City Council on October 21, 1993 (Exhibit C). The plat contains a note that limits the "Max. House Size" of Lot 1 to 2,500 sf (refer to Exhibit B). The LMC defines *Maximum House Size* as "a measurement of Gross Floor Area." The LMC definition of *Floor Area, Gross Residential* was applied for this project review, defined as "The Area of a Building, including all enclosed Areas. Unenclosed porches, Balconies, patios and decks, vent shafts and courts are not calculated in Gross Residential Floor Area. Garages, up to a maximum Area of 600 square feet [400 sf in the Historic District], are not considered Floor Area. Basement and Crawl Space Areas below Final Grade are not considered Floor Area. Floor Area is measured from the finished surface of the interior of the exterior boundary walls." Because this definition discounts basement and crawl space areas located below final grade, the final design has a *total floor area* of 4,220.6 sf including the garage and exterior walls, but a *gross residential floor area*, or *maximum house size*, of 2,461 sf including the garage and exterior walls, which satisfies the requirement of the plat note. The stair area on the upper floor was discounted so not counted multiple times.

Floor Level	Total Floor Area	Area Below Final Grade	Gross Residential Floor Area
Lower	1,672 sf	1,480 sf	192 sf
Main	1,524 sf	230 sf	1,294 sf
Upper	1,024.6 sf	0 sf	975 sf (discounts stairs)
TOTAL	4,220.6 sf	1,710 sf	2,461 sf

The proposed single-family home will have a building footprint of 1,672 sf, which is less than the 2,912.7 sf allowed by the LMC, but the platted restriction of the maximum house size does not allow for a footprint of that size. As currently proposed, the new development complies with all setback, height, grading, and parking requirements, as outlined in the following table. Staff reviewed the most current set of plans and made the following LMC-related findings:

Requirement	LMC or Plat Requirement	Proposed
Lot Size	Minimum of 1,875 square feet for single-family structure	10,522 square feet, <u>complies.</u>
Max. House Size	Plat note limits Maximum House Size of Lot 1 to 2,500 square feet	2,461 square feet, <u>complies.</u>
Building Footprint	2912.7 square feet maximum based on LMC; however, plat note limits Maximum House Size to 2,500 sf	1,672 square feet, <u>complies.</u>
Front/Rear Yards	15 feet minimum, 30 feet total	Front: 15 feet, <u>complies.</u> Rear: Approx. 66.5 feet, <u>complies.</u>
Side Yard	10 feet minimum, 24 feet total	10 feet on north side, approx. 19 feet on south side, <u>complies.</u> Total of approx. 29 feet, <u>complies.</u>
Height	27 feet from existing grade, maximum.	Approximately 24 feet above existing grade at tallest point, <u>complies.</u>
Height (continued)	A Structure shall have a maximum height of 35 feet measured from the lowest finish floor plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters.	Approximately 28.6 feet at highest interior height, <u>complies.</u>
Final grade	Final grade must be within four (4) vertical feet of existing grade around the periphery of the structure.	Maximum difference is 4 feet on the north, south, and west elevations; exception for garage access, <u>complies.</u>
Vertical articulation	A ten foot (10') minimum horizontal step in the downhill façade is required unless the First Story is located completely under the finish Grade on all sides of the Structure. The horizontal step shall take place at a maximum height of twenty three feet (23') from where Building Footprint meets the lowest point of existing Grade. Architectural features, that provide articulation to the upper story façade setback may	Current plans show a ten foot (10') minimum horizontal step in the downhill façade, which takes place at a maximum height of twenty three feet from where the footprint meets the lowest point of existing grade, <u>complies.</u>

	encroach into the minimum 10 ft. setback but shall be limited to no more than 25% of the width of the building encroaching no more than 4 ft. into the setback.	
Roof Pitch	Between 7:12 and 12:12.	The main roof form has a 7:12 pitch, <u>complies.</u>
Parking	Two (2) off-street parking spaces required.	Two (2) interior spaces provided within a double-car garage, <u>complies.</u>

280 Daly Avenue is not located within the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance); however, due to its proximity to areas with historic mining activities and mine waste impacts, soils with metals impacts may be encountered. If the property owner does encounter mine waste or mine waste impacted soils, he/she must handle the material in accordance to State and Federal law. Staff has included this as a Condition of Approval.

LMC §15-2.2-6 requires a Steep Slope CUP for any new construction with a Building Footprint that exceeds 200 sf, if located upon an existing slope of 30% or greater. As previously noted, the new single-family home will have a footprint of 1,672 sf. The uphill lot is currently vacant, measures 10,522 sf in area, and has an approximate overall slope of 55.5 – 60 percent (55.5-60%). The house is proposed to be located at the front of the large lot, which is the least steep. The northeast corner and east side of the structure's footprint (front of home) will be located in an area with a slope of approximately 13 percent (13%). The west and southwest corner of the footprint (rear of home) is proposed for an area with grades ranging from 80 – 100 percent (80-100%). The back half of the lot continues to slope steeply upward, but will remain undeveloped (refer to Exhibits C and D).

Steep Slope CUP applications are subject to the following criteria:

Criteria 1: Location of Development.

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

From street level, the lot rises 6-8 feet, and then has a relatively flat area of approximately 30 feet by 70 feet (30' x 70') before continuing to slope steeply upwards for the remainder of the lot. The flat area seems like it may have been a previous home site, and the single-family dwelling has been designed to be primarily centered on that area to avoid impacting the steeper portions of the lot. The proposed structure is wider than it is long, thus, the rooflines follow the natural topography of the site, minimizing the required amount of excavation into the hillside at the back of the lot. The proposed placement and orientation match the other homes along this portion of Daly Avenue. The proposed house will have a footprint of 1,672 sf, which is less than what is typically allowed by the LMC, but the Washington Mill Subdivision plat contains a note that restricts Maximum House Size. The front, rear, and side yard setback areas meet all minimum requirements, with the southern side yard setback area exceeding minimum

requirements by approximately five feet (5'). The back half of the lot will not be impacted by construction at all.

Criteria 2: Visual Analysis.

The Applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points to determine potential impacts of the proposed Access, Building mass and design, and to identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities.

No unmitigated impacts.

The applicant has provided both uphill and downhill street views of the site, with and without renderings of the single-family structure in its proposed location. The visuals show that the applicant has made effort to mitigate potential impacts of the proposed access and building mass and design as much as possible. The structure will be accessed from Daly Avenue, and because the structure is located at the front of the lot, there will be minimal impact from construction of the driveway and garage. Due to the large lot size, the structure is wider than other single-family dwellings on the street, but the design breaks up the mass horizontally with steps in the building wall. In addition, the design avoids the back half of the lot, which is extremely steep and contains significant amounts of vegetation.

Criteria 3: Access.

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

The proposed design incorporates a driveway on the uphill end of the lot (south) that is twelve feet (12') in width where it meets the right-of-way, and becomes wider as it moves back toward the two-car garage doors, which are approximately 19.5 feet (19.5') in from the front property line. The two garage doors are recessed under a deck area. Because the lot has some steepness where the driveway is located, a retaining structure is proposed at the southeast corner of the lot to retain and flatten grade for the driveway area. The project architect has stated that the driveway is proposed in a location that minimizes the amount of cutting into the bank off the street. Even though the lot is large enough to accommodate a side access garage, it would likely cause more excavation than what is currently proposed, as the driveway would either need to extend further up the steep slope areas, or more of the building footprint would need to be located in the steeper areas. A side access garage is not being proposed.

Criteria 4: Terracing.

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

The plans initially submitted for this project have been altered as Staff has worked with the applicant to achieve a design that meets the LMC and Historic District Design Guidelines. Current plans show three (3) smaller retaining structures at the front of the home that have the purpose of retaining grade for the driveway and front entry access points. Terraced walls have also been introduced at the rear and south sides of the

home to capture two (2) separate patio areas. None of these walls will exceed four feet (4') in height.

Criteria 5: Building Location.

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

As described above, the building and its access points have been designed to fall within as much of the flat portion of the parcel as possible, avoiding the steepest slopes. The result is a structure pushed to the front of the large lot, with the back half of the lot remaining largely untouched. The structure is wider than it is long, leading to rooflines that follow the natural topography of the site. The wide front façade has been broken up with horizontal articulation so the appearance of building masses remains consistent along Daly Avenue. A significant amount of vegetation located on very steep slopes will be preserved and unaltered with the proposed design.

A note on the Washington Mill Subdivision plat restricts the maximum allowable house size for this lot, which led to a smaller building footprint than what would typically be permitted by the LMC. This also resulted in setbacks that exceed the minimum required on the south and rear sides.

Criteria 6: Building Form and Scale.

Where Building masses orient against the Lot's existing contours, the Structures must be stepped with the Grade and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Director and/or Planning Commission may require a garage separate from the main Structure or no garage. **No unmitigated impacts.**

The building is proposed to be located on the flattest part of the lot, which may have previously contained a structure. This flat area runs parallel to the street and is approximately 70 feet long and 30 feet deep. Locating the structure here results in a wider building along the street front, but the large lot size allows for a design that is less tall than what is allowed by Code, with roof lines that follow the natural contours of the site. Adjacent properties have similar orientations to the street. The design also incorporates the vertical articulation requirement of the LMC, which aims to minimize perceived mass from street level. The visual importance of the two-car garage has been minimized by recessing it under a cantilevered deck. The proposed design and style of the house is consistent with the Historic District Design Guidelines.

Criteria 7: Setbacks.

The Planning Department and/or Planning Commission may require an increase in one or more Setbacks to minimize the creation of a "wall effect" along the Street front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints,

proposed Building scale, and Setbacks on adjacent Structures. **No unmitigated impacts.**

The proposed structure meets the LMC-required setback areas for a lot of this size. Front/rear setbacks must both be 15 feet (15'). The proposed front yard setback is 15', and because the rear half of the lot will remain undeveloped, the rear setback area measures approximately 66.5 feet (66.5'). The minimum side yard setbacks required are ten feet (10') minimum, 24 feet (24') total. The northern side yard setback is 10', and the southern side yard setback exceeds the minimum requirement by five feet (5'), resulting in a nineteen foot (19') setback on that side. The visual impacts of a wide structure with a two-car garage have been mitigated with changes in horizontal wall plane, as well as recessing the garage doors under a cantilevered deck area. The undesirable wall effect along the street front has been avoided through design.

Criteria 8: Dwelling Volume.

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

Despite the large size of this lot, the potential volume of any dwelling to be constructed on the lot was minimized during the Washington Mill Subdivision process. The Washington Mill Subdivision plat includes a note that limits the "Max. House Size" of Lot 1 (280 Daly) to 2,500 sf. This effectively led to the reduction of the building footprint to be below what is allowed by the LMC, as the Code allows for a footprint that exceeds the platted maximum house size. In addition, the design provides a greater side yard setback than what is required to the south of the structure, and the decision to center the mass on the flattest part of the lot led to the preservation of the back half of the lot. The structure meets minimum setbacks, interior and exterior heights, and its design includes articulation of the wide front façade to make massing more compatible with other structures found on Daly Avenue.

Criteria 9: Building Height (Steep Slope).

The Zone Height in the HR-1 District is twenty-seven feet (27') and is restricted as stated above in Section 15-2.2-5. The Planning Department and/or Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing residential Structures. **No unmitigated impacts.**

The proposed new construction meets the twenty-seven feet (27') maximum building height requirement measured from existing grade at the highest point. The height of the tallest roof form is approximately twenty-four feet (24') above existing grade.

The construction also meets the criteria outlined in LMC 15-2.2-5(A) stating that the structure shall have a maximum height of thirty-five feet (35') measured from the lowest finished floor plane to the point of the highest wall top plate that supports the ceiling

joists or roof rafters. The height from the lowest finished floor plane to the highest wall plate is approximately 28.6 feet (28.6').

Process

Approval of this application constitutes Final Action that may be appealed to the City Council following appeal procedures found in LMC §15-1-18. The applicant has submitted a Historic District Design Review (HDDR) application; however, this has not yet been approved.

Department Review

This project has gone through an interdepartmental review. Any comments provided have been addressed with Conditions of Approval.

Notice

The property was posted and notice was mailed to property owners within 300 feet on March 8, 2017. Legal notice was also published in the Park Record in accordance with requirements of the LMC on March 8th.

Public Input

As of the publish date of this staff report, no public input has been received by Staff. Public comment will be taken at the regularly scheduled meeting on March 22, 2017.

Alternatives

- The Planning Commission may approve the Conditional Use Permit for 280 Daly Avenue as proposed and conditioned; or
- The Planning Commission may deny the Conditional Use Permit and direct Staff to prepare Findings supporting this recommendation; or
- The Planning Commission may continue the discussion to a date certain to allow the applicant time to respond to any additional concerns or issues raised at the Planning Commission hearing.

Significant Impacts

As conditioned, there are no significant fiscal or environmental impacts from this application. The lot is an existing platted, undeveloped residential lot that contains native grasses and shrubs, and a few significant trees. All significant vegetation removed to make way for the new home will be replaced in-kind by the applicant.

Consequences of not taking the Suggested Recommendation

The construction as proposed could not occur and the applicant would need to revise the plans, or ultimately not build on the lot at all.

Recommendation

Staff recommends that the Planning Commission reviews the application for a Steep Slope Conditional Use Permit (CUP) at 280 Daly Avenue, conducts a public hearing, and considers approving the Steep Slope CUP. Staff has prepared findings of fact, conclusions of law, and conditions of approval for the Commission's consideration.

Findings of Fact:

1. On January 3, 2017, the Planning Department received an application for a Steep Slope Conditional Use Permit (CUP); the application was deemed complete on January 19, 2017.
2. The subject property is located at 280 Daly Avenue, Lot 1 of the Washington Mill Subdivision.
3. The property is located within the Historic Residential (HR-1) District and meets the purpose of the zone.
4. The lot is currently vacant, and the applicant is proposing to construct a new single-family home with a proposed footprint of 1,672 square feet.
5. A single family dwelling is an allowed use in the HR-1 District.
6. The lot contains 10,522 square feet. It is an uphill lot with a relatively flat portion at the front near Daly Avenue with an approximate grade of 13 percent (13%). The west and southwest (rear of structure) corner of the footprint is proposed in an area with grades ranging from 80-100 percent (80-100%). The rear of the lot slopes steeply upward, but will remain undeveloped due to the proposed design of the structure.
7. A Historic District Design Review (HDDR) application for a single-family dwelling is currently under review.
8. Access to the property is from Daly Avenue, a public street.
9. Two (2) off-street parking spaces are proposed on site. The applicant is proposing a double-car garage that is recessed under a cantilevered deck on the front façade.
10. The neighborhood is characterized by a mix of historic and non-historic residential structures, single family homes, and duplexes.
11. The Washington Mill Subdivision plat includes a note that restricts Maximum House Size to 2,500 square feet.
12. The proposal will create a single-family dwelling with a total floor area of approximately 4,220 square feet, including all garage, basement, and exterior wall areas. Based on Land Management Code definitions, the structure will have a gross residential floor area of 2,461 square feet, which satisfies the plat note.
13. The proposed construction complies with all minimum required setbacks. The minimum front and rear yard setbacks are both fifteen feet (15'). The minimum side yard setbacks are ten feet (10') minimum, 24 feet (24') total.
14. The proposed construction complies with the twenty-seven foot (27') maximum building height requirement measured from existing grade. It also meets the thirty-five foot (35') maximum interior height requirement.
15. The proposed structure has been designed so that its mass is centered on the flattest portion of the lot, in an attempt to avoid the steepest slopes. The structure is wider than it is long, with roof lines that follow the natural contours of the site. The wide façade has been designed with horizontal and vertical steps in the building wall to break up mass along the street front, and to avoid an undesirable wall effect.
16. The large lot size combined with the platted restriction on maximum house size has resulted in a structure that provides greater setbacks to the south and rear of the structure than what is required. The back half of the lot will remain largely undeveloped, preserving a significant amount of vegetation, and avoiding cuts into extremely steep slopes (grades greater than 100 percent (100%)). The proposed footprint is also below what is typically allowed by the LMC.

17. As required, the applicant submitted both uphill and downhill street views of the site, with and without renderings of the single-family structure in its proposed location. The visuals show that the applicant has made an effort to mitigate potential impacts of the proposed access and building mass and design as much as possible. The structure will be accessed off Daly Avenue, and because the structure is located at the front of the lot, there will be minimal impact from construction of the driveway and garage. This analysis shows that the structure will complement existing conditions along Daly Avenue.
18. The proposed design includes a driveway that is twelve feet (12') in width where it intersects with the right-of-way, and becomes wider as it moves back toward the two-car garage doors, which are approximately 19.5 feet (19.5') in from the front property line. The visual impact of the two garage doors are mitigated by recessing them under a cantilevered deck area. The project architect has stated that the driveway location minimizes the amount of cutting into the bank off the street.
19. Current plans show three (3) retaining structures at the front of the home with the purpose of retaining grade for the driveway and front entry access points. Terraced walls have also been introduced at the rear and south sides of the home to capture two (2) separate patio areas.
20. No lighting has been proposed at this time. Lighting will be reviewed at the time of the HDDR and Building Permit application for compliance with the LMC lighting code standards.
21. The property was posted and notice was mailed to property owners within 300 feet on March 8, 2017. Legal notice was also published in the Park Record in accordance with requirements of the LMC on March 8th.
22. The property is located outside of the Soils Ordinance boundary.
23. The findings in the Analysis section of this report are incorporated herein.

Conclusions of Law

1. The CUP, as conditioned, is consistent with the Park City Land Management Code, specifically section 15-2.2-6.
2. The CUP, as conditioned, is consistent with the goals and objectives of the Park City General Plan.
3. The proposed use will be compatible with the surrounding structures in use, scale, mass, and circulation.
4. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits. The CMP shall include language regarding the method of protecting adjacent structures.
3. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
4. This approval will expire on March 22, 2018, if a building permit has not yet been issued by the building department, unless an extension of this approval has been requested in writing prior to the expiration date and is granted by the Planning

Director.

5. Plans submitted for a Building Permit must substantially comply with the plans reviewed and approved by the Planning Commission on March 22, 2017, and the Final HDDR Design.
6. All retaining walls within any of the setback areas shall not exceed more than six feet (6') in height measured from final grade, except that retaining walls in the front yard shall not exceed four feet (4') in height, unless an exception is granted by the City Engineer per the LMC, Chapter 4.
7. Modified 13-D residential fire sprinklers are required for all new construction on this lot.
8. All exterior lighting, on porches, decks, garage doors, entryways, etc. shall be shielded to prevent glare onto adjacent property and public rights-of-way and shall be subdued in nature. Light trespass into the night sky is prohibited. Final lighting details will be reviewed by the Planning Staff prior to installation.
9. Construction waste should be diverted from the landfill and recycled when possible.
10. All excavation work to construct the foundation shall start on or after April 15th and be completed on or prior to October 15th. The Planning Director may make a written determination to extend this period up to 30 additional days if, after consultation with the Historic Preservation Planner, Chief Building Official, and City Engineer, he determines that it is necessary based upon specific site conditions such as access, or lack thereof, exist, or in an effort to reduce impacts on adjacent properties.
11. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore not regulated by the City for mine related impacts. If the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.
12. On-site storm water detention shall be required.

Exhibits

Exhibit A – Project Narrative

Exhibit B – Washington Mill Subdivision Plat

Exhibit C – October 21, 1993 City Council Minutes approving the Subdivision

Exhibit D – Survey of Existing Conditions

Exhibit E – Site and Landscape Plans

Exhibit F – Floor Plans

Exhibit G – Proposed Elevations and Sections

Exhibit H – Existing and Proposed Site Photos

December 29, 2016

Park City Municipal Corporation
443 Marsac Avenue
Park City, Utah 84060

Attn: Planning Staff

Re: 280 Daly Avenue
Steep Slope CUP

Dear Staff,

280 Daly is a 2.4-acre single family lot in the HR-1 zone. It has been plat restricted to a maximum of 2500 sq. ft. of living area.

The lot at the street banks up 6-8' and then has a relatively flat area for a depth of 30' x 70' long. Beyond this flat area, the site slopes up steeply.

We are proposing to build primarily on the flat area of the lot with a portion of the building extending on to the steeper slope to the rear. Because of this steep area, we will need to submit application for a Steep Slope CUP. Below is a summary of how this project fits within the steep slope criteria found in 15-2.2-6, B of the Land Management Code.

1. **Location of Development** – The home has been placed on the flat part of the lot. This appears to have been a previous home site. This placement and orientation match the other homes along the street in this area.
2. **Visual Analysis** – Renderings of the home have been provided from both the uphill and downhill street view perspective.
3. **Access** – The driveway has been placed on the south/east side of the lot. This is the uphill side of the lot. By placing the driveway on this side of the lot the cut into the bank off the street is minimized, the home is only two levels at this location, which helps to reduce the building mass from the driveway view. The garage doors are recessed under a deck.
4. **Terracing** – The home foundation walls act as the main retaining structures, eliminating the need for terraced walls along the front of the building. Terrace walls have been introduced at the rear and south side of the home to help capture a patio areas. No walls will exceed 4' in height.
5. **Building Location** – The home has been located on the flat area of the lot. An area that would appear to have been a previous home site. The location and orientation match that of other homes on the street.
6. **Building Form and Scale** – The building has been located on the flat part of the lot. This flat area runs parallel to the street and is approximately 70' long and 30' deep. Adjacent properties to either side and across the street have similar orientations to the street. The garage has been tucked under the home reducing its visual import ants.

614 Main Street, Suite 302
P.O. Box 1674, Park City, Utah 84060 Tel./Fax 435-649-7263
Email: degrayarch@qwestoffice.net Web: www.degrayarchitect.com



7. **Setbacks** – The building has been located using code setbacks. Due to the size of the lot the setbacks exceed what is typically seen in the zone. The front and rear are 15' each and the sides are 10' and 14'.
8. **Dwelling Volume** - The building has been limited to 2500 sq. ft. per plat requirements. The lot size is 2.4 acres. The building complies with the 35' and 27' height requirements for the zone. The volume of the proposed home is in scale to the homes around it.
9. **Building Height** – The height in the zone is 35' as measured from the lowest floor to the roof bearing plate. This home does not exceed 29'. The height from grade, per code, is 27'. This home does not exceed 25' in height from grade.

Please review the accompanying information and let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jonathan DeGray', written in a cursive style.

Jonathan DeGray - Architect



Exhibit B

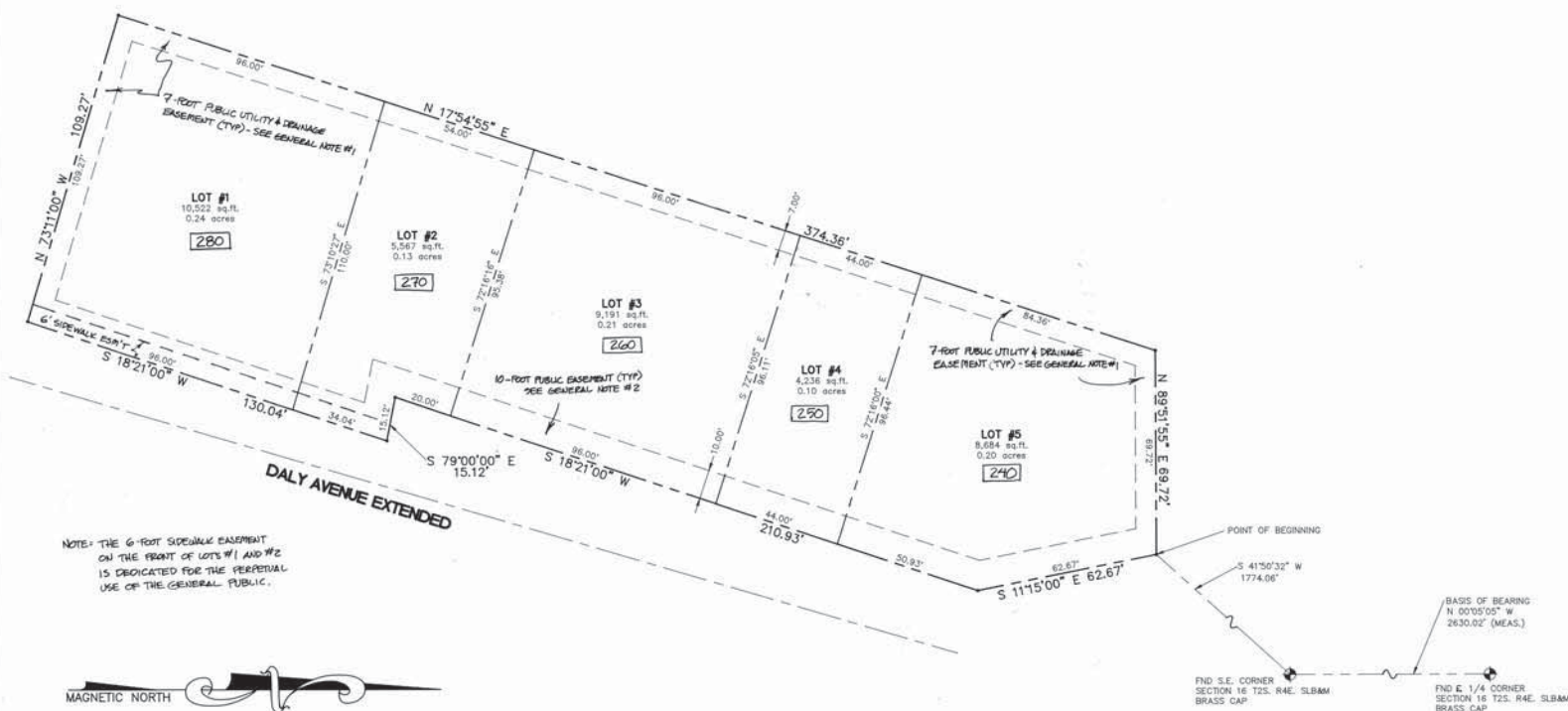
GENERAL NOTES

- 7.0' WIDE BACK/SIDE LOT NONEXCLUSIVE UTILITY AND DRAINAGE EASEMENT ALONG THE BACK/SIDE OF LOTS AS SHOWN.
- 10.0' WIDE NONEXCLUSIVE UTILITY AND DRAINAGE AND SNOW STORAGE EASEMENT ALONG ALL FRONT LOT LINES AS SHOWN.
- 85 REBAR AND CAP SET AT PROPERTY CORNERS.
- LOT 1; MAX. HOUSE SIZE = 2500 SQ. FT.
LOTS 2-5; MAX. HOUSE SIZE = 2200 SQ. FT.

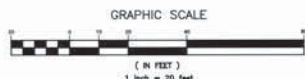
LEGEND

--- EASEMENT LINES
[260] STREET ADDRESS

5 INDIVIDUAL SANITARY SERVICE LATERALS HAVE NOT BEEN INSTALLED TO EACH LOT. EACH INDIVIDUAL LOT OWNER IS RESPONSIBLE FOR THE INSTALLATION AT HIS OWN EXPENSE, OF A SANITARY SEWER SERVICE LATERAL FROM THE SANITARY SEWER MAIN LOCATED IN DALY AVENUE. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH SNOWBORNE BAIN SEWER IMPROVEMENT DISTRICT DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS. A STREET CUT FROM PARK CITY PUBLIC WORKS DEPARTMENT WILL ALSO BE REQUIRED.



NOTE: THE 6-FOOT SIDEWALK EASEMENT ON THE FRONT OF LOTS #1 AND #2 IS DEDICATED FOR THE PERPETUAL USE OF THE GENERAL PUBLIC.



SURVEYOR'S CERTIFICATE

I, Jack Harmon, do hereby certify that I am a Registered Civil Engineer, and or Land Surveyor, and that I hold certificate No. 8934, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plot and described below, and have subdivided said tract of land into lots, private easements, and public right-of-ways to be hereafter known as Washington Mill Subdivision and that same has been correctly surveyed and staked on the ground as shown on this plot.

LEGAL DESCRIPTION

Beginning at a point which is South 41°50'32" West 1774.06 feet from the Northeast corner of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian; (said point also being the Southeast corner of Section 16 Township 2 South, Range 4 East, Salt Lake Base and Meridian) said point being on the North line of Washington Mill Lot 80-S, and the Westerly line of Daly Avenue extended, as dedicated; and running:
thence along said Westerly line for the next 4 courses:
1) South 11°15'00" East 62.67 feet;
2) South 18°21'00" West 210.93 feet;
3) South 79°00'00" East 15.12 feet;
4) South 18°21'00" West 130.04 feet;
thence North 73°11'00" West 109.27 feet to a point on the Westerly line of said Washington Mill Lot;
thence along said Westerly line North 17°54'55" East 374.36 feet to the Northwest corner of said Washington Mill Lot;
thence along the North line of said Washington Mill Lot North 89°51'52" East 69.72 feet to the point of beginning.
Contains 38,200 square feet of .88 acres.

10-29-93

DATE



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owner(s) of the above described tract of land, having caused same to be subdivided into lots, public right-of-ways, together with easements to be hereafter known as Washington Mill Subdivision, do hereby dedicate for the perpetual use of the public use all parcels of land shown on this plot as intended for public use and further consent to the recordation of this Record of Survey Plot in accordance with Utah Law.

ALSO, the owner hereby dedicates to Park City municipal Corporation, Snyderdese Basin Sewer Improvement District, Park City Fire Protection District, and Summit County a non-exclusive easement over the easements shown on this plot for the purpose of providing access for utility installation, maintenance, use and eventual replacement, and recreational access, and snow storage.

In witness whereof, I, Jack Harmon, have hereunto set my hand and seal this 18th day of November, A.D. 19 93.

Royal Street Land Company

By Robert W. Miller
Vice President

RECORD

ACKNOWLEDGMENT

STATE OF UTAH
County of SUMMIT s.s.

On the 18th day of November, 1993, personally appeared before me, the undersigned Notary Public, in and for said County of SUMMIT, in said State of Utah, the signer(s) of the above Owner's dedication, in number, who duly acknowledged to me that he signed it, freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: 7-5-96 John M. Harmon
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

WASHINGTON MILL SUBDIVISION

A SUBDIVISION LOCATED IN SEC. 21, TOWNSHIP 2 SOUTH, 4 EAST, SALT LAKE BASE & MERIDIAN

Entry # 410602 RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, and FILED AT THE REQUEST OF HIGH COUNTRY TITLE

DATE 7-26-94 TIME 16:05 BOOK 3508 PAGE 1
BY Alan Sanjiga COUNTY RECORDER

THE SEAR-BROWN GROUP
FULL SERVICE DESIGN PROFESSIONALS
2740 E. Parkway Way, Suite 200 Salt Lake City, Utah 84109
(801)486-1337 fax (801)486-8815

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 23rd day of December, 1993
BY [Signature] CHAIRMAN

ENGINEER'S CERTIFICATE

I FIND THIS PLAN TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 11th day of JULY, A.D. 19 94
BY Eric W. DeHaan, PE PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVE AS TO FORM THIS 21st day of JULY, A.D. 19 94
BY Mad D. Hagg PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 21st day of OCTOBER, A.D. 19 93
BY Ruth D. Bezelin MAYOR
ATTEST: Quita R. Sheldon City Recorder

WASHINGTON MILL

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 21, 1993

I ROLL CALL

Mayor Brad Olch called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, October 21, 1993. Members in attendance were Sally Elliott, Ruth Gezelius, Roger Harlan, Bob Richer, and Brad Olch. Leslie Miller was excused. Staff present were Toby Ross, City Manager; Susan Lykes, Senior Planner; Richard Carlile, Building Inspector; and Jodi Hoffman, City Attorney.

II PUBLIC INPUT

The Mayor invited the public to comment on any matter of City business not scheduled on the agenda. Hearing none, the public input session was closed.

III MINUTES OF MEETING OF OCTOBER 14, 1993

Sally Elliott corrected Page 4 and added language that she supported the Snowcreek Project as long as trails were a part of the first phase. Ruth Gezelius asked her comments on Page 6 be reworded. Ruth Gezelius, "I move approval of the minutes as amended". Sally Elliott seconded. Motion carried.

Sally Elliott	Aye
Ruth Gezelius	Aye
Roger Harlan	Aye
Leslie Miller	Absent
Bob Richer	Aye

IV CONSENT AGENDA

Ruth Gezelius, "I move approval of Consent Agenda Items 1 through 7." Bob Richer seconded. Motion carried.

Sally Elliott	Aye
Ruth Gezelius	Aye
Roger Harlan	Aye
Leslie Miller	Absent
Bob Richer	Aye

1. Approval of final plat for Ontario Subdivision -

I. PROJECT STATISTICS

Project Name: Washington Mill

Applicant: Royal Street Land Company, represented by
Bob Wells
Location: Southwestern corner of the Ridge and Daly
Avenue intersection
Proposal: Final plat for a five-lot subdivision
Zoning: HR-1
Adjacent Land Uses: Residential
Date of Application: May 12, 1993
Project Planner: Susan Traylor Lykes
Staff Recommendation: APPROVE with conditions

II. BACKGROUND INFORMATION AND PROJECT DESCRIPTION

The Planning Commission approved the sketch plat for the Washington Mill Subdivision on July 28th.

The subdivision is located on the southwest corner of the intersection of Daly Avenue and Ridge Avenue. The .87-acre property is owned by the Royal Street Land Company. The lot sizes are 10,522, 5,567, 9,191, 4,236, and 8,684 square feet for lots 1 through 5, respectively.

The HR-1 zone, in which the subdivision is located, specifies maximum house sizes calculated by floor area ratio. However, the applicant has agreed to maximum house sizes more restrictive than the zone would otherwise allow. The maximum square footage proposed under the subdivision are as follows. As per the Land Management Code, each lot will have a garage allowance of 400 square feet per unit.

<u>LOT</u>	<u>MAX S.F.</u>
1	2500
2	2200
3	2200
4	2200
5	2200

Duplexes may be built on any of the lots, per the HR-1 zone regulations. The code-required setbacks are based upon the lot size will be as follows:

	<u>FRONT AND REAR</u>	<u>SIDE</u>
LOT 1	total of 30', min. of 10' each	10' each
LOT 2	total of 30', min. of 10' each	total of 10'
LOT 3	total of 25', min. of 10' each	10' each
LOT 4	10' each	total of 10'
LOT 5	total of 25', min. of 10' each	10' each

The applicants propose constructing a four-foot sidewalk along the front of the property between the parking areas and the structures where appropriate. The Trails Master Plan calls for a two-foot, dirt single-track trails along the property. The staff believes that the sidewalk is appropriate given the parking configuration on the site.

All construction on these lots will be required to be reviewed by the Historic District Commission prior to issuance of building permits.

PUBLIC INPUT STATEMENT. The property has been posted, notice has been mailed to adjacent property owners within 300 feet, and notice has been published in the Park Record. As of October 7th, no additional input has been received by the staff.

III. STAFF RECOMMENDATION

Based upon compliance of the Washington Mill Subdivision with the subdivision ordinance, the staff recommends approval of the final plat with the following conditions of approval.

1. The maximum house sizes shall be 2500 square feet for lot 1 and 2200 square feet for each lots 2 through 5. A note to this effect shall be included on the plat.
2. A four-foot sidewalk shall be constructed along the front of the lots with the final configuration to approved by the staff. A six-foot trail/sidewalk easement shall be provided in conjunction with the sidewalk and shall be shown on the plat.
3. A security shall be posted for all public improvements, including the sidewalk, prior to plat recordation.
4. A parks fee of \$1035 per lot shall be paid prior to plat recordation.
5. All standard conditions of approval apply.
6. The approved parking plan shall be enforced by the manager of the affordable housing as long as the affordable housing restriction is in place.

PLANNING COMMISSION ACTION. The Planning Commission approved the final plat of the Washington Mill Subdivision on October 13th with the conditions as outlined above. The City Council will review the affordable housing project proposed to be located within this

Page 4
City Council Meeting
October 21, 1993

subdivision in the near future. However, this review concerns only the subdivision of the property.

2. Approval of final plat for Washington Mill Subdivision -

I. PROJECT STATISTICS

Project Name:	Ontario Avenue Subdivision
Applicant:	Royal Street Land Company
Location:	Corner of Marsac and Ontario Avenues
Proposal:	Final plat for a three-lot subdivision
Zoning:	R-1
Adjacent Land Uses:	Single family, vacant
Date of Application:	May 12, 1993
Project Planner:	Susan Traylor Lykes
Staff Recommendation:	APPROVE with conditions

II. BACKGROUND INFORMATION AND PROJECT DESCRIPTION

The Planning Commission approved the Ontario Avenue Subdivision sketch plat on July 28th. The only condition of approval attached was that a trails plan must be approved by the Planning Commission concurrently with final plat. Copies of the trails plan and final plat are attached.

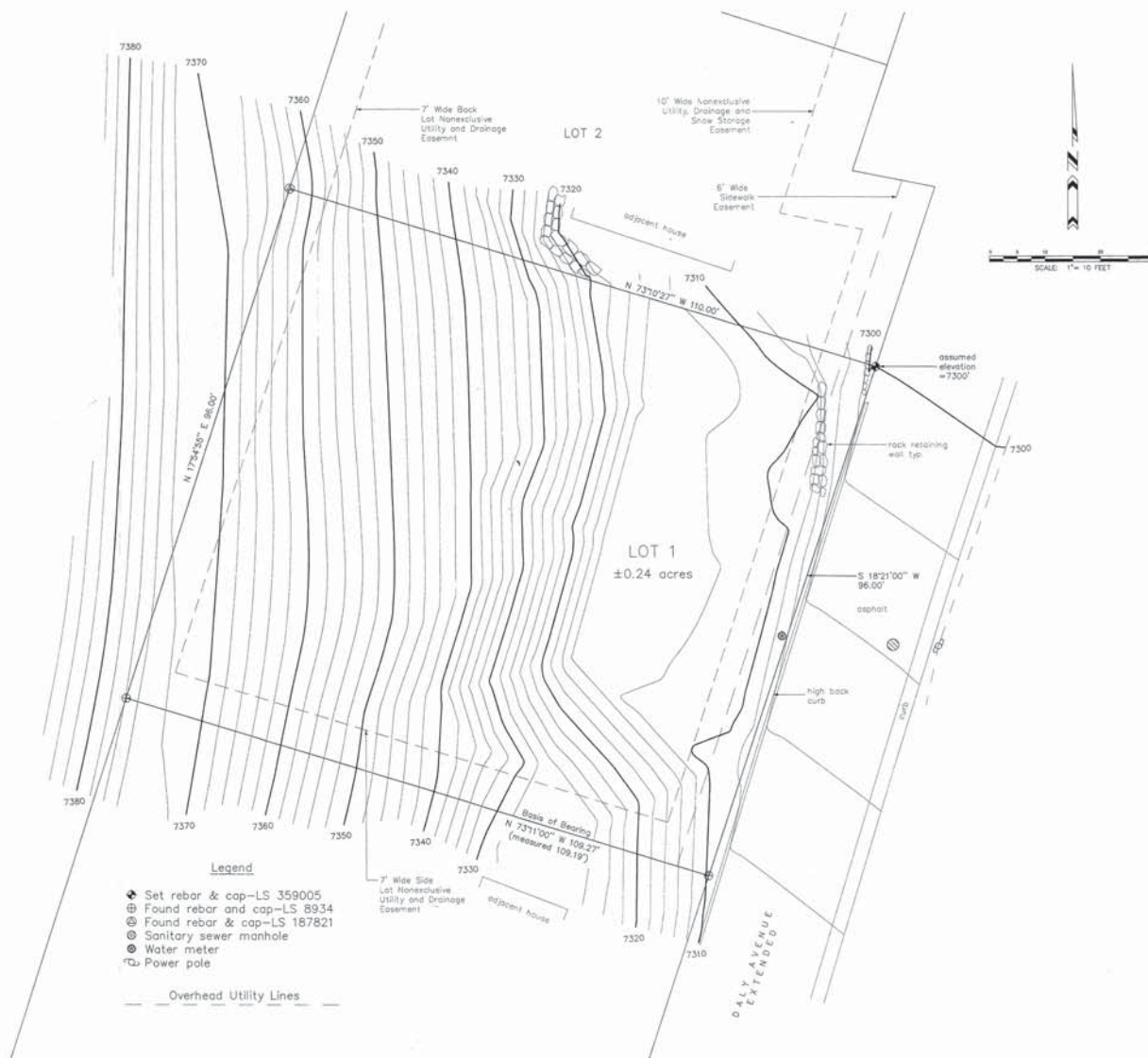
The subdivision will create three lots of 4375, 6005, and 5225 square feet (lots 1 through 3, respectively). The historic blue house on lower Marsac is already located on what will be lot 3. The maximum house sizes will be 2200 square feet on lots 1 and 3, and 2600 square feet on lot 2 (where the transitional housing facility is planned to be located). Maximum house sizes will be indicated on the plat.

Design review of any new structures or additions to be built within the subdivision will be conducted by the staff under the Historic District Design Guidelines. A note will be included on the plat to this effect.

According to the Trails Master Plan, an eight-foot wide asphalt path is to be constructed along Marsac Avenue. The proposed trail is in compliance with the plan.

PUBLIC INPUT STATEMENT. The property has been posted, notice has been mailed to adjacent property owners within 300 feet, and notice has been published in the Park Record. As of October 7th, no public input has been received by the staff.

Washington Mill Subdivision Lot 1



NARRATIVE

1. Survey requested by: Jerry Fiat.
2. Purpose of survey: locate the deed description and the topographic relief.
3. Basis of survey: found property monuments as shown.
4. Date of survey: May 28, 2008.
5. Property monuments set or found as shown.
6. Located in the Northeast Quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
7. See the official plat of the Washington Mill Subdivision for other possible easements, setbacks or restrictions.
8. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report.
9. An assumed elevation of 7300 feet, from the U.S.G.S. Quad. Map 'Park City East', was assigned to the top of the Northeastery property monument, as shown.
10. See the previous survey of Washington Mill Subdivision recorded as Survey File No.'s S-2209 & S-2257 in the office of the Summit County Recorder.

LEGAL DESCRIPTION

All of Lot 1, Washington Mill Subdivision, according to the official plat thereof, on file and of record in the office of the Summit County Recorder; containing 0.24 acres, more or less.

SURVEYOR'S CERTIFICATE

I, J.D. Colley, a Registered Land Surveyor as prescribed by the laws of the State of Utah and holding License No. 359005, do hereby certify that I have supervised a survey of the hereon described property and that this plat is a true representation of said survey.

July 15, 2008
Date

J.D. Colley
J.D. Colley License 359005



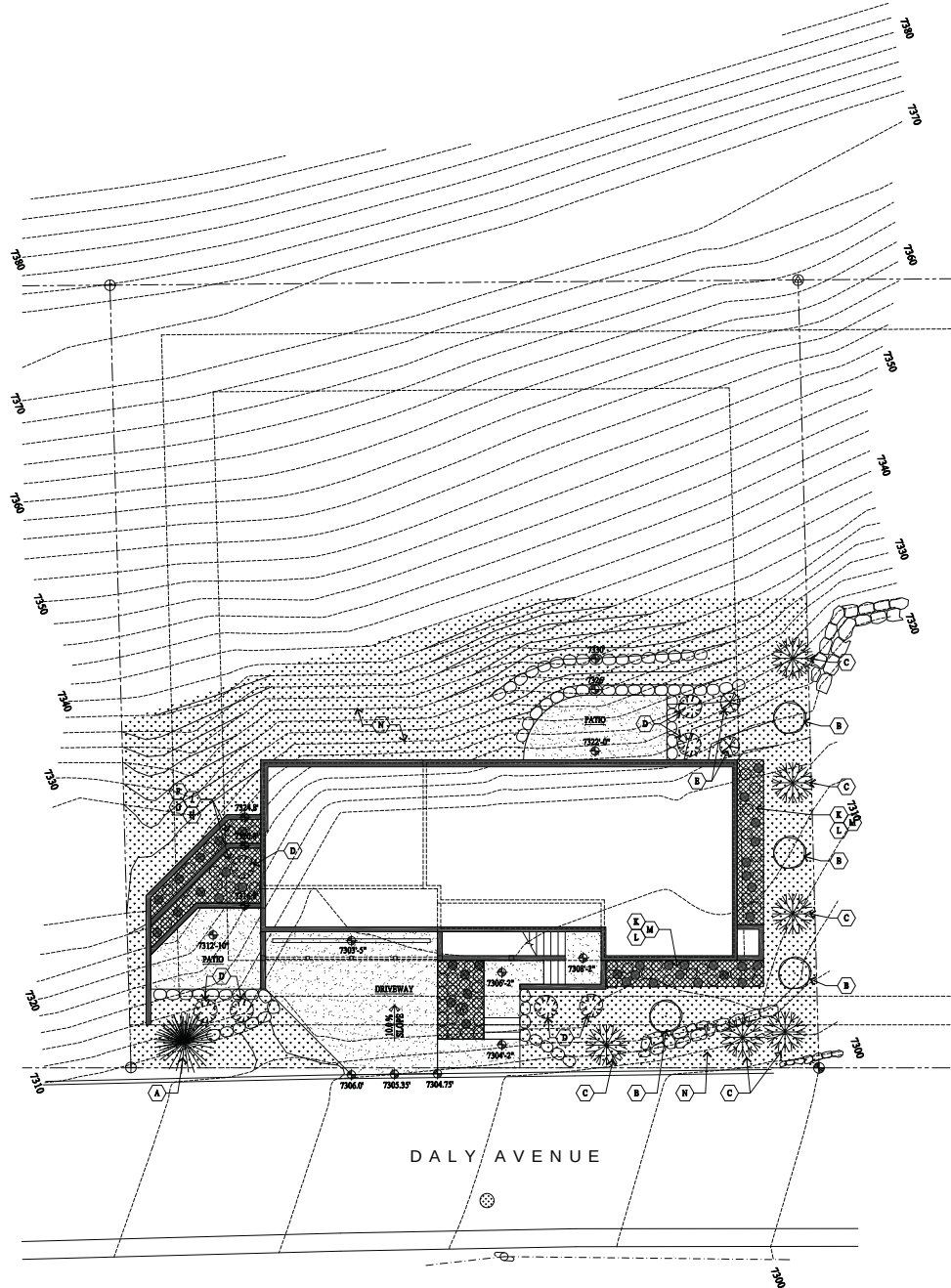
Alpine Survey, Inc.
19 Prospector Drive
Park City, Utah 84060
(435) 655-8016

FILE NO. S0006881
11/20/2008 02:16:33 PM S. 0002 P. 0713
Summit County Recorder
Summit County, Utah



C. 1001

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PLANT SCHEDULE

SYMBOL	KEY	QUANTITY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	COMMENTS
CONIFEROUS TREES							
(A)	1	Colorado Blue Spruce	Picea pungens	6'-8'	15'		
DECIDUOUS TREES							
(B)	4	Rocky Mtn. Maple	Acer glabrum	3" Dia.	9'-8'		
(C)	6	Aspen	Populus tremuloides	3" Dia.	6'-10'		
SHRUBS							
(D)	7	Red twig dogwood	Cornus sericea 'Rutgers'	5 Gal.		Spacing as noted on plan	
(E)	2	Mountain Sage	Artemisia tridentata	5 Gal.		Spacing as noted on plan	
PERENNIAL PLANTS							
(F)	15	Bluebell	Campsis	1 Gal.	12"-18"	Diastrophs Equally	
(G)	15	Columbine	Aquilegia canadensis	1 Gal.	12"-18"	Diastrophs Equally	
(H)	15	Trailing Daisy	Erigeron phillyriae	1 Gal.	12"-18"	Diastrophs Equally	
(I)	15	Blacktop Flower	Gaillardia aristata	1 Gal.	12"-18"	Diastrophs Equally	
GROUND COVER AND HYDRANGEAS							
(J)	50	Mountain Lily	Lilium Michauxii	4" Pots	12"-18"	Diastrophs Equally	
(K)	30	Climbing Mahonia	Mahonia repens	1 Gal.	12"-18"	Diastrophs Equally	
(L)	240 SFT	Wood Chips			Small	3" Thick Layer	
(M)	2725 SFT	Native Grass Seed Mix			1 M/1500	Hydroseeded	See seed mix below

NATIVE GRASS SEED MIX

The seed mix shall be utilized in areas specified for native grasses. This mixture shall be applied at a sufficient rate so that germination is subsequent coverage reaches 80% in a representative 10'x10' area. If coverage does not reach 80% reseedling must occur. Apply at a rate of 80 lbs./acre on the following percentages:
20% Crested Wheatgrass, 10% Broadleaf Wheatgrass, 20% Perennial Ryegrass, 15% Perennial Ryegrass, 15% Mountain Broomrape
10% Indian Ryegrass, 10% Alpine Bluegrass
* In addition, add 10 lbs./acre each of Limn. leucophylla and Pennstemon. Retain with native grass seed mixture.

PLANTING NOTES

1. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF EXCAVATION OR PLANTING OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES ON SITE OR ADJACENT PROPERTY SHALL BE CONTRACTOR'S RESPONSIBILITY.
2. ALL PLANT MATERIAL SHALL CONFORM TO CURRENT AMERICAN ASSOCIATION OF NURSERYMANS STANDARD SPECIFICATIONS.
3. ALL PLANT MATERIAL SHALL BE INSTALLED AS PER DRAWINGS, DETAILS, AND SPECIFICATIONS.
4. CONTRACTOR SHALL VERIFY ALL QUANTITIES. IN CASE OF A DISCREPANCY, THE CONTRACTOR SHALL COORDINATE ALL PLANTING WITH IRRIGATION CONTRACTOR, AS REQUIRED.
5. CONTRACTOR SHALL COORDINATE ALL PLANTING WITH IRRIGATION CONTRACTOR, AS REQUIRED.
6. IN THE EVENT OF A DISCREPANCY NOTIFY THE ARCHITECT OR OWNER IMMEDIATELY.
7. NO REINFORCEMENTS SHALL BE ALLOWED WITHOUT WRITTEN PERMISSION OF THE ARCHITECT OR OWNER.
8. SHRUBS SHALL BE PLANTED 9" OF TOPSOIL.
9. ALL SHRUBS SHALL HAVE 3" OF DECOMPOSED BARK MULCH INSTALLED.
10. SHRUB BEDS SHALL BE PROTECTED WITH TREATED WOOD OR "TREX" EDGING.
11. ALL SHRUBS SHALL BE PLANTED IN THE LOCATIONS SHOWN.
12. ALL PLANTS AND ALL PLANT STAKES SHALL BE SET PLUMB.
13. ALL ROOT WRAPPING MATERIAL SHALL BE REMOVED AT TIME OF PLANTING AND PROPERLY DISCARDED.
14. NO BARE ROOT STOCK SHALL BE USED.

LANDSCAPE PLAN
SCALE: 1/8" = 1'-0"

Jonathan DeGray
Architect
P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel: 435-646-7263, E-mail: jonathandegray@jonathandegray.com

BRADSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW SET
280 DALY AVENUE
PARK CITY, UTAH 84060

LANDSCAPE PLAN

REVISION:

DATE: MARCH 01, 2017

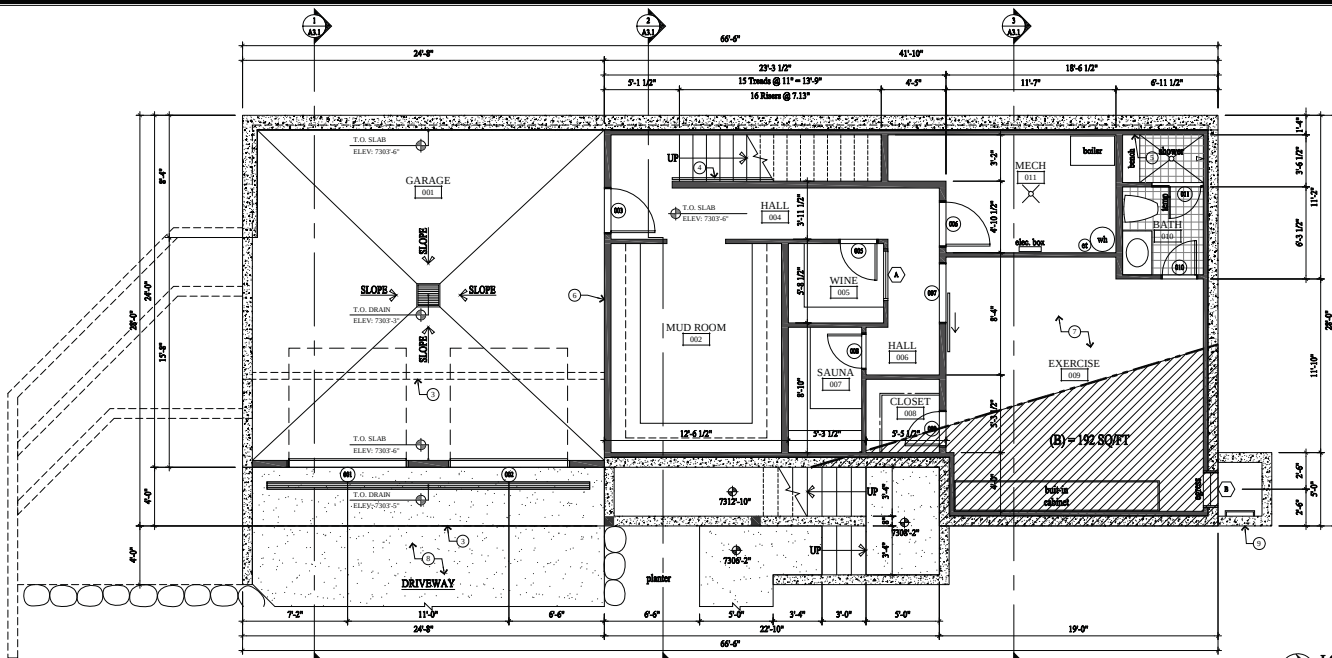
PROJECT NUMBER: 1611-01

SHEET NUMBER:

A0.2

Exhibit F

THE GRAPHIC MATERIAL AND DIMENSIONS ON THESE DRAWINGS ARE THE PROPERTY OF JONATHAN DEGRAY ARCHITECT P.C. REPRODUCTION OR USE OF THIS MATERIAL AND DIMENSIONS WITHOUT THE WRITTEN CONSENT OF JONATHAN DEGRAY ARCHITECT P.C. WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW. JONATHAN DEGRAY ARCHITECT P.C. 1211 SOUTH 1000 WEST, SUITE 100, SALT LAKE CITY, UT 84119. TEL: 385-468-7363. E-MAIL: jonathan@jdegayarchitect.com



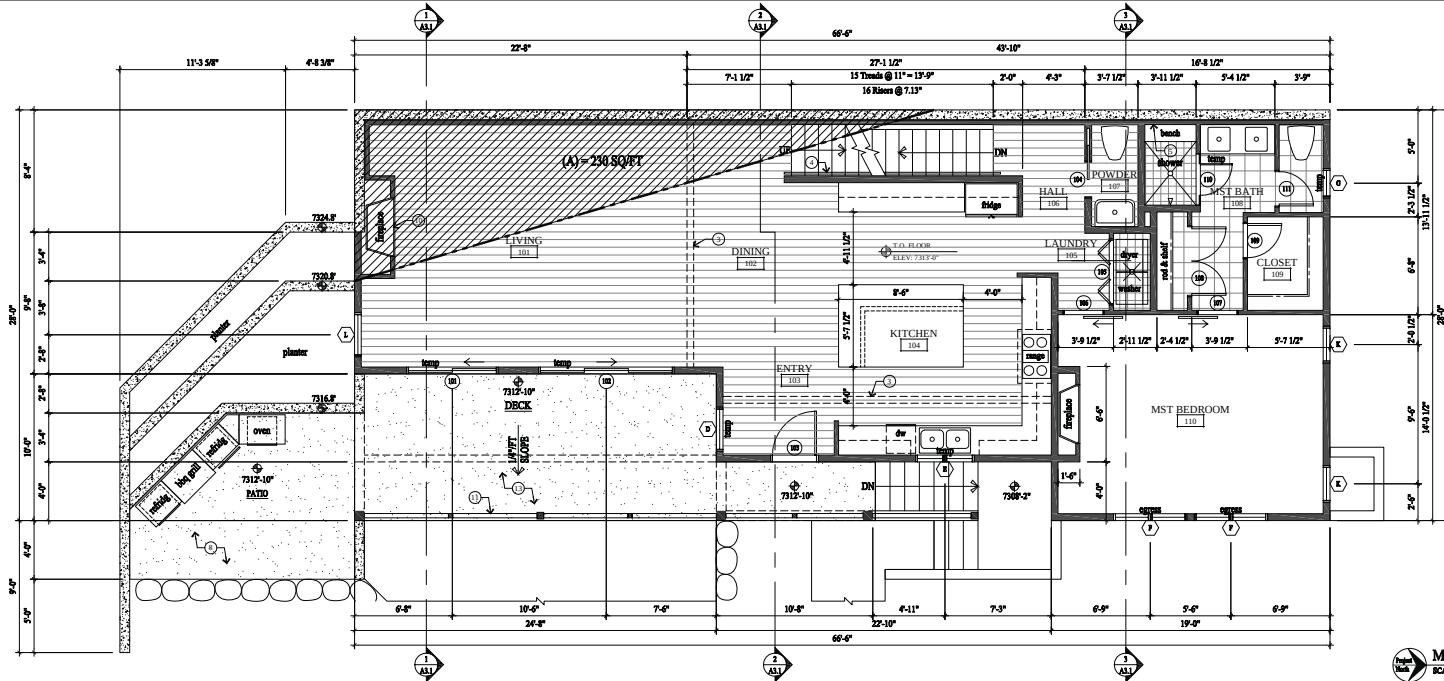
WALL LEGEND

- NEW CONCRETE WALL**
NEW 2x FRAMED WALL
- EXTERIOR WALLS TO BE 2x4 FRAMED W/ 8" INSULATION R-25 - TYP. ALL INTERIOR WALLS TO BE 2x4 FRAMED U.N.O. W/ 8" INSULATION R-15 - TYP. ALL INTERIOR FINISHING AND BRACING WALLS TO BE 2x4 FRAMED U.N.O. W/ 8" INSULATION R-25 - TYP. ALL FLOOR JOIST TO BE 12" x 12" FRAMING U.N.O. W/ 8" INSULATION R-9 - TYP. ALL ROOF JOIST TO BE 12" x 12" FRAMING U.N.O. W/ 7" CLOSED CELL INSULATION R-49 - TYP.
 - FIRE SPRINKLERS TO BE ON THE WARM SIDE OF THE BUILDING ENVELOPE. ANTERIOR WALLS WILL NO LONGER BE ALLOWED IN FIRE SPRINKLER SYSTEMS.

ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION

KEY NOTES

- ARCHITECTURAL GRADE COMPOSITION SHALL BE 3" THICK PRESIDENTIAL FL 150# PER SQUARE YARD ON ICE AND WATER MEMBRANE, SLOD MEMBRANE 12" DOWN FROM RIDGE FOR VENTILATION.
- NON-REFLECTIVE STANDING SEAM METAL ROOF. METAL ROOF TO BE ICC-ES APPROVED. ON ICE AND WATER MEMBRANE.
- LINE OF WALL/CEILING ABOVE.
- FOR TYPICAL STAIRWAY, HANDRAILING AND GUARDRAILING NOTES & DETAILS SEE SHEET A1.1.
- TUBS AND SHOWERS WITH TILED WALLS REQUIRES A PORTLAND CEMENT APPLICATION, FIBER-CEMENT OR GLASS MAT OVERLAY BACKER. GREEN BOARD IS NO LONGER ALLOWED IN THIS APPLICATION.
- 50" TYPE 2" ON GARAGE CEILING AND WALL SEPARATING THE GARAGE AND LIVING SPACE.
- 4" REINFORCED CONCRETE SLAB ON 6" ME. POLYSTYRENE VAPOR RETARDER (POINTS TO LAF FIBER) ON 4" GRAVEL BASE. CLANDERGLASS.
- 4" REINFORCED CONCRETE PATIO/DRIVEWAY ON 4" GRAVEL BASE.
- 6" CONCRETE WINDOW WELL W/ BORERS LADDERS.
- 48" HEAT & OLD SHELVE GAS FIREPLACE, 48" x 48" FRAME ON 12" PLATFORM. SEALED GAS APPLIANCE APPROVED FOR SLEEPING AREA.
- 30" EXIST GUARD RAILING: 2x SHAPED HARDWOOD CONTINUOUS TOP RAIL W/ 30" DIA. STEEL CABLE. HORIZONTAL, SPACED LESS THAN 4". THROUGH 7x7" and 7x7" VERTICAL TUBES, POSTS.
- 30" EXIST WOOD TOP RAIL/HEAD ONP TO BE STD. MILD STEEL CONT. W/ 12" DIA. STEEL BALLAST, VERTICAL, SPACED LESS THAN 4".
- CONCRETE COMPOSITE FLOOR DECK.
- CONCRETE LIGHT WELL.



Jonathan DeGray
Architect

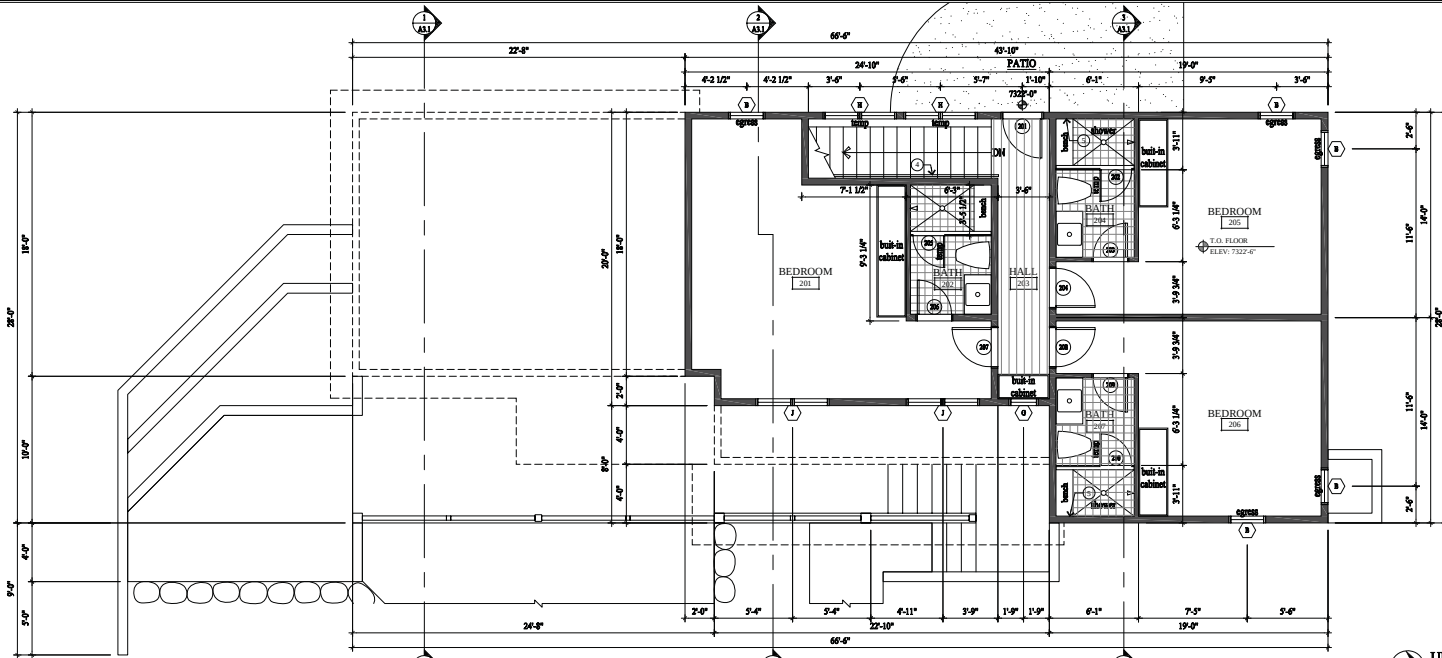
BRADSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW SET
280 DALY AVENUE
PARK CITY, UTAH 84400

LOWER LEVEL PLAN
MAIN LEVEL PLAN

DATE: MARCH 01, 2017
PROJECT NUMBER: 1611-01
SHEET NUMBER:

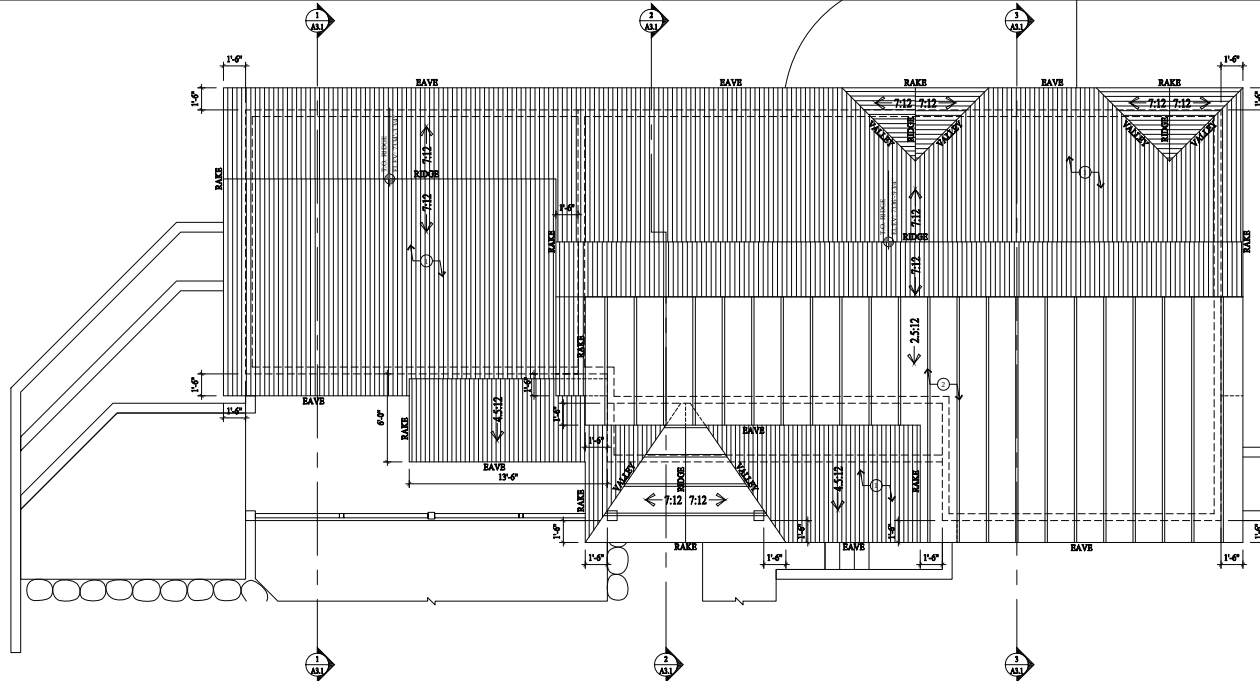
A1.1

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UPPER LEVEL PLAN
SCALE: 1/4" = 1'-0"

NOTE:
SEE SHEET A5.3 FOR
TYPICAL ROOF
FLASHING DETAILS



ROOF PLAN
SCALE: 1/4" = 1'-0"

WALL LEGEND

- NEW CONCRETE WALL
1. EXTERIOR WALLS TO BE 24" FRAMING W/ 2" INSULATION R-15. TYP. ALL INTERIOR WALLS TO BE 24" FRAMING, U.N.O. W/ 2" INSULATION R-15. TYP. ALL INTERIOR PARTITION AND BREAKING WALLS TO BE 24" FRAMING, U.N.O. W/ 2" INSULATION R-15. TYP. ALL FLOOR JOIST TO BE 12" X 12" FRAMING U.N.O. W/ 2" INSULATION R-15. TYP. ALL ROOF JOIST TO BE 12" X 12" FRAMING U.N.O. W/ 2" INSULATION R-15. TYP. ALL ROOF JOIST TO BE 12" X 12" FRAMING U.N.O. W/ 2" INSULATION R-15. TYP.
2. FIRE SPRINKLERS TO BE ON THE WARM SIDE OF THE BUILDING ENVELOPE. SPRINKLERS WILL NO LONGER BE ALLOWED IN FIRE SPRINKLER SYSTEMS.

ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION

KEY NOTES

- ARCHITECTURAL GRADE COMPOSITION SHALL BE 3" THICK PRESIDENTIAL FL 1500 PSI SQUARE, NON-SKID AND WATER RESISTANT, BUILT MEMBRANE 1" DOWN FROM RIDGE FOR VENTILATION.
- NON-REFLECTIVE STANDING SEAM METAL ROOF. METAL ROOF TO BE ICC-ES APPROVED, ON ICE AND WATER MEMBRANE.
- LINE OF WALL/CEILING ABOVE.
- FOR TYPICAL STAIRWAY, HANDRAILING AND GUARDRAILING NOTES & DETAILS SEE SHEET A5.1.
- TUBS AND SHOWERS WITH TILED WALLS REQUIRES A PORTLAND CEMENT APPLICATION, FIBER-CEMENT OR GLASS MAT OVERLAY BACKER, GREEN BOARD IS NO LONGER ALLOWED IN THIS APPLICATION.
- 50" TYPE 2" ON GARAGE CEILING AND WALL SEPARATING THE GARAGE AND LIVING SPACE.
- 4" REINFORCED CONCRETE SLAB ON 6" ME. POLYSTYRENE VAPOR RETARDER (POINTS TO LAF 4" ME) ON 4" GRAVEL BASE, CLANDERGRADED.
- 4" REINFORCED CONCRETE PATIO/DRIVEWAY ON 4" GRAVEL BASE.
- 4" CONCRETE WINDOW WELL W/ BORGES LADDER.
- 48" HEAT & OLD SHELVE GAS FIREPLACE, 48" AS, FRAMES ON 12" PLATFORM, HEATED GAS APPLIANCE APPROVED FOR SLEEPING AREA.
- 36" RISK GUARD RAILING: 2x SHAPED BARNWOOD CONTINUOUS TOP CH. W/ 36" DIA. STEEL CABLE, HORIZONTAL, SPACED 18" THIN 4". THROUGH 7x7" AND 7x7" VERTICAL TUBES STEEL POSTS.
- 36" RISK WOOD TOP RAIL/BOARD GRIP TO BE STD. MILD STEEL CONT. W/ 1/2" DIA. STEEL BALLAST, VERTICAL, SPACED 18" THIN 4".
- CONCRETE COMPOSITE FLOOR DECK.

Jonathan DeGray
Architect

P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel: 435-646-7263, E-mail: degrayarchitect@comcast.net

BRADSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW SET
280 DALY AVENUE
PARK CITY, UTAH 84060

UPPER LEVEL PLAN
ROOF PLAN

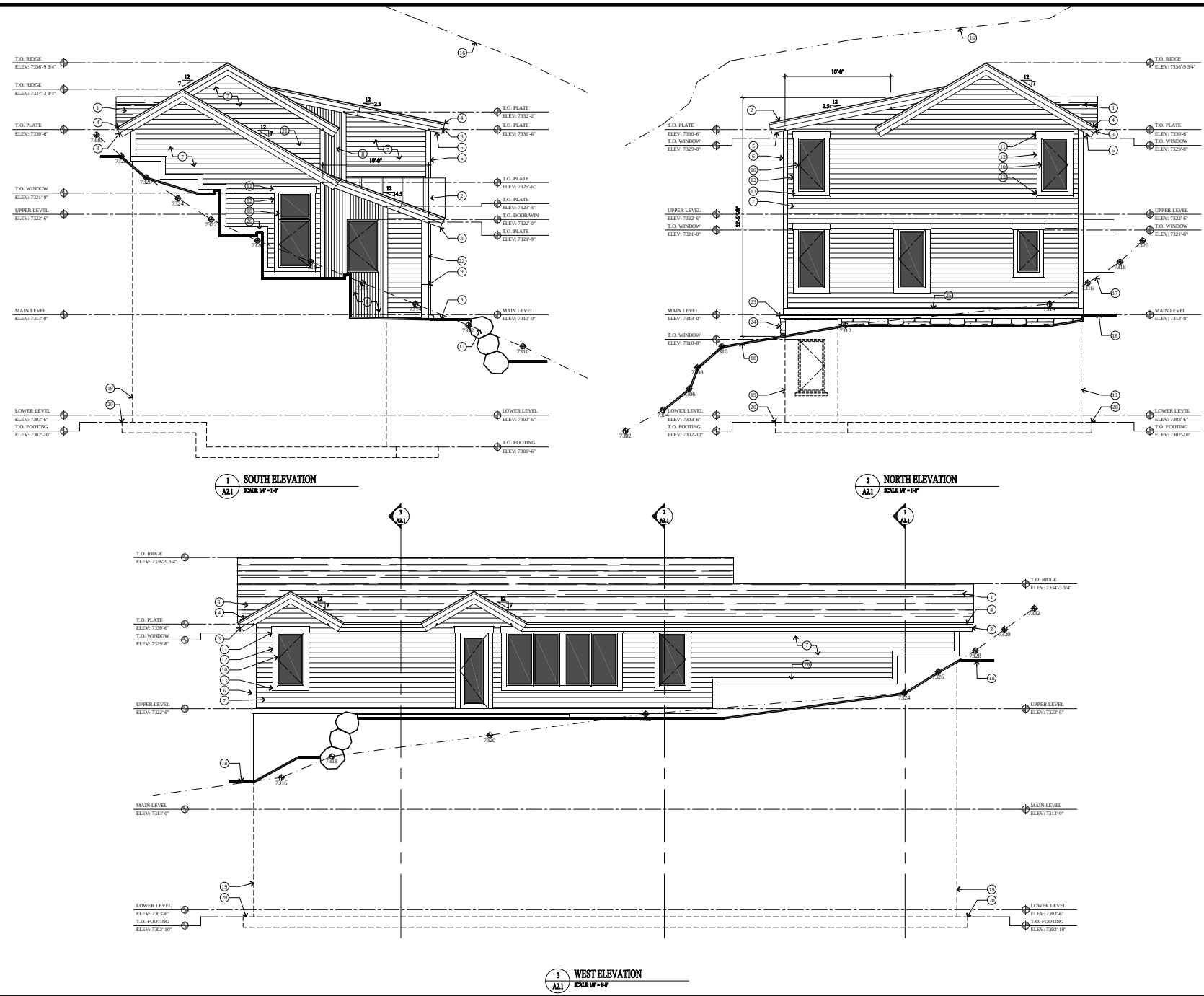
DATE:
MARCH 01, 2017

PROJECT NUMBER:
1611-01

SHEET NUMBER:
A1.2

Exhibit G

THE DRAWING IS A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS DRAWING. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS DRAWING.



- ### KEY NOTES
1. ARCHITECTURAL GRADE COMPOSITION: 2" YIELD STRENGTH 15, 0.55% PER SQUARE INCH ON ICE AND WATER MEMBRANE. FIELD MEMBRANE 1/2" DOWN FROM RIDGE.
 2. NON-REFLECTIVE STANDING SEAM METAL ROOF. METAL ROOF TO BE ICC-ES APPROVED, ON ICE AND WATER MEMBRANE.
 3. 1/4" ON 1/4" BUILT-UP PARIA - STAINED.
 4. 1 1/2" x 1 1/2" CONTINUOUS METAL DRIP EDR.
 5. 1/4" CEDAR BOFFET - STAINED W/ CONTINUOUS ROOF VENT.
 6. 2x4 CEDAR OUTSIDE CORNER BOARD, 2x4 CEDAR INSIDE CORNER BOARD - STAINED.
 7. 1/4" CEDAR HORIZONTAL LAP SIDING ON TYVEE ROOFWRAP ON 1/2" EXTERIOR INSULATION ON 2x6 STUD WALL @ 16" O.C.
 8. NON-REFLECTIVE CORRUGATED STEEL SIDING ON TYVEE ROOFWRAP ON 1/2" EXTERIOR INSULATION ON 2x6 STUD WALL @ 16" O.C.
 9. 3" BROWN OAK RAILING 2x4 BOARD RAILING POSTS CONTINUOUS TOP CAP, W/ 3/4" DIA. STEEL CABLE, HORIZONTAL, SPACED LESS THAN 4". TYPICAL 7'-0" AND 7'-3" VERTICAL. TUBE STEEL POSTS.
 10. WOOD ALUMINUM GLAZED WINDOWS AND DOORS W/ INSULATED GLASS - SEE SCHEDULE.
 11. 2x6 WINDOW/DOOR HEAD - PAINTED W/ METAL FLASHING.
 12. 2x6 WINDOW/DOOR JAMB - STAINED.
 13. 2x6 WINDOW SILL - STAINED.
 14. CONCRETE COMPOSITE FLOOR DECK.
 15. 4" REINFORCED CONCRETE SLAB ON 4" GRAVEL BASE.
 16. 1/2" 2x4 JOIST ABOVE EXISTING GRADE.
 17. EXISTING GRADE LINE.
 18. FINISH GRADE TO SLOPE AWAY FROM HOUSE A MIN. OF 4" WITHIN THE FIRST 10'. IRC R601.3.
 19. FOUNDATION - SEE STRUCTURAL FOR SIZE AND REINFORCING.
 20. FOOTING - SEE STRUCTURAL FOR SIZE AND REINFORCING.
 21. ROOF TO WALL SURFACE, EXTERIOR INSULATION MEMBRANE OVER ROOF DECK & UP WALL SURFACE 36".
 22. TIMBER COLUMN - SEE STRUCTURAL FOR SIZE.
 23. CUT STONE SILL CAP CONTINUOUS.
 24. 4" STONE VENEER - SEE SCHEDULE 11.1 GENERAL STRUCTURAL NOTES FOR INSTALLATION.
 25. 2x6 CONTINUOUS TRIM BOARD - STAINED.
 26. 2x6 CEDAR TRIM BOARD - STAINED.

Jonathan DeGray
Architect

P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel: 435-649-7363, E-mail: degrayarchitect@comcast.net

BRADSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW SET

280 DALY AVENUE
PARK CITY, UTAH 84060

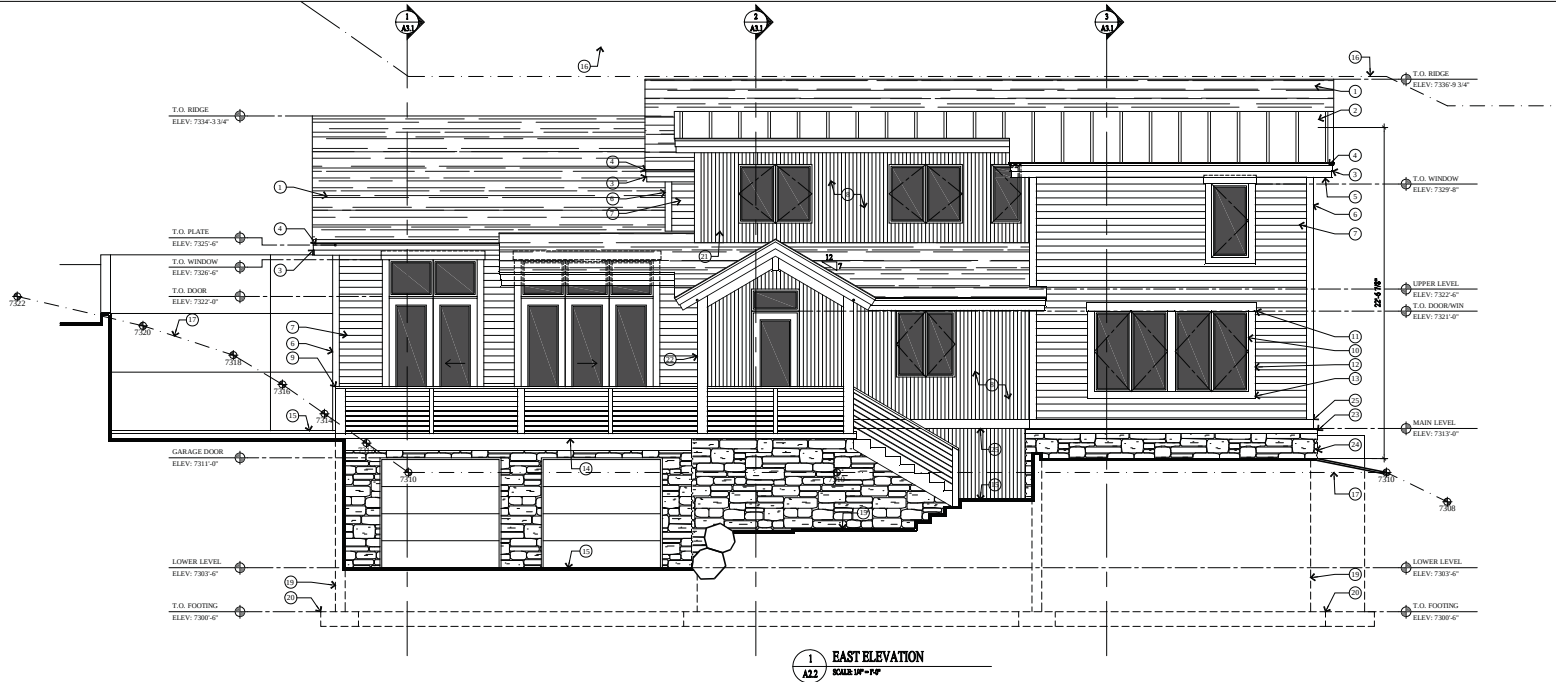
SOUTH ELEVATION
NORTH ELEVATION
WEST ELEVATION

DATE:
MARCH 01, 2017

PROJECT NUMBER:
1611-01

SHEET NUMBER:
A2.1

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1 EAST ELEVATION
SCALE 1/8\"/>

KEY NOTES

- 1 ARCHITECTURAL GRADE COMPOSITION
SINGLE 3/8\"/>
- 2 NON-REFLECTIVE STANDING SEAM METAL
ROOF METAL ROOF TO BE ICC-ES APPROVED,
ON ICE AND WATER MEMBRANE.
- 3 1/4\"/>
- 4 1 1/2\"/>
- 5 1/2\"/>
- 6 2x4 CEDAR OUTSIDE CORNER BOARD, 2x2 CEDAR
INSIDE CORNER BOARD - STAINED
- 7 1/2\"/>
- 8 1/2\"/>
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EAST ELEVATION

BRADSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW SET

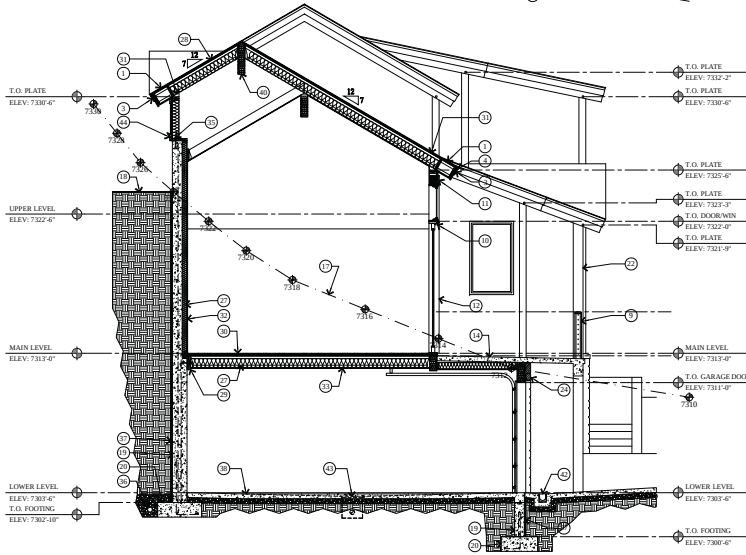
Jonathan DeGray
Architect
P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel: 435-646-7363, E-mail: degrayarchitect@icloud.net

DATE:
MARCH 01, 2017

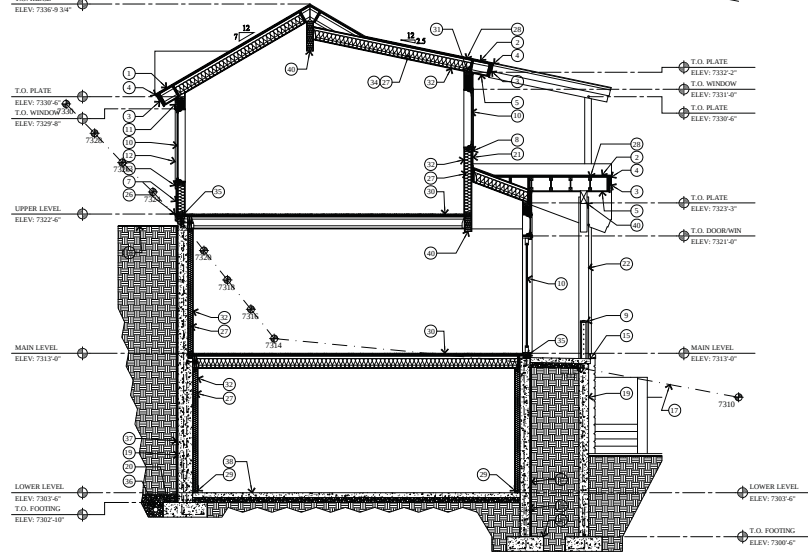
PROJECT NUMBER:
1611-01

SHEET NUMBER:
A2.2

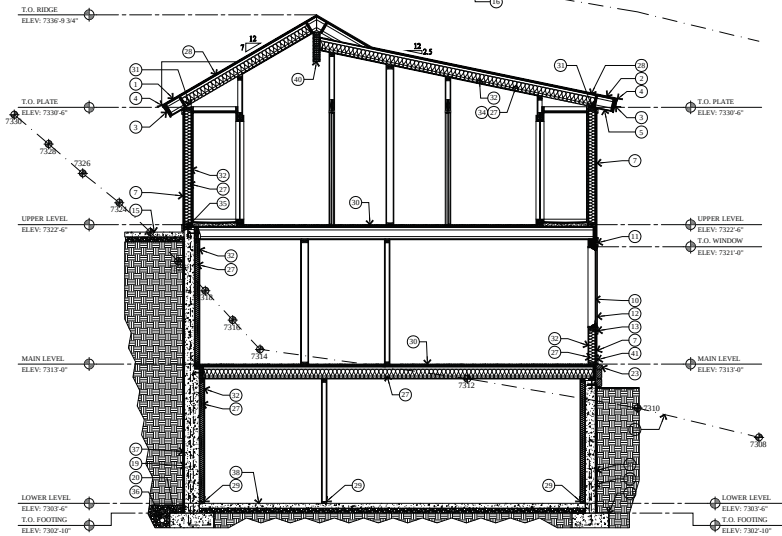
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1 BUILDING SECTION
SCALE 1/8\"/>



2 BUILDING SECTION
SCALE 1/8\"/>



3 BUILDING SECTION
SCALE 1/8\"/>

KEY NOTES

1. ARCHITECTURAL GRADE COMPOSITION: 2\"/>- 2. NON-REFLECTIVE STANDING SEAM METAL ROOF: METAL ROOF TO BE ICC-ES APPROVED, ON ICE AND WATER MEMBRANE, FIELD MEMBRANE 12\"/>- 3. 1/4\" ON 1/4\" BUILT-UP PARCA - STAINED
- 4. 1 1/2\" x 1 1/2\" CONTINUOUS METAL DRIP EDOOR
- 5. 1/2\" CEDAR BOFFIT - STAINED W/ METAL ROOF VENT
- 6. 2\" CEDAR OUTSIDE CORNER BOARD, 2\" CEDAR INSIDE CORNER BOARD - STAINED
- 7. 1/4\" CEDAR HORIZONTAL LAP SIDING ON TYVEE ROOFWRAP ON 1/2\" EXTERIOR INSULATION ON 2\" STUD WALL @ 16\" O.C.
- 8. NON-REFLECTIVE CORRUGATED STEEL SIDING ON TYVEE ROOFWRAP ON 1/2\" EXTERIOR INSULATION ON 2\" STUD WALL @ 16\" O.C.
- 9. 3/4\" HIGH GROUND RAILING 2\" SCALED HARDWOOD CONTINUOUS TOP RAIL, W/ 3/4\" DIA. STEEL CABLE, HORIZONTAL, SPACED LESS THAN 4\". TUBESIDE 2\" x 2\" x 1/2\" VERTICAL TUBE STEEL POSTS.
- 10. WOOD ALUMINUM CLAD WINDOWS AND DOORS W/ INSULATED GLASS - SEE SCHEDULE
- 11. 2\" WOODWORK HEAD - PAINTED W/ METAL FLASHING
- 12. 2\" WOODWORK HEAD - STAINED
- 13. 2\" WINDOW SILL - STAINED
- 14. CONCRETE COMPOSITE FLOOR DECK
- 15. 4\" REINFORCED CONCRETE SLAB ON 4\" GRAVEL BASE
- 16. 1/2\" x 1/2\" SIGHT ABOVE EXISTING GRADE
- 17. EXISTING GRADE LINE
- 18. FINISH GRADE TO SLOPE AWAY FROM HOUSE A MIN. OF 4\" WITHIN THE FIRST 10' R.C. 4\" x 8\"
- 19. FOUNDATION - SEE STRUCTURAL FOR SIZE AND REINFORCING
- 20. FOOTING - SEE STRUCTURAL FOR SIZE AND REINFORCING
- 21. ROOF TO WALL SURFACE, EXTERIOR RUTTING MEMBRANE OVER ROOF DECK & UP WALL SURFACE 1/4\"
- 22. TIMBER COLUMN - SEE STRUCTURAL FOR SIZE
- 23. CUT STONE SILL/CAVE CONTINUOUS
- 24. 4\" STONE VENEER - SEE SCHEDULE
- 25. 4\" STONE VENEER - SEE SCHEDULE
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- 100. 4\" STONE VENEER - SEE SCHEDULE

Jonathan DeGray
Architect

BRADSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW SET
280 DALY AVENUE
PARK CITY, UTAH 84400

BUILDING SECTIONS

DATE: MARCH 01, 2017

PROJECT NUMBER: 1611-01

SHEET NUMBER: A3.1

Exhibit H



280 Daly Ave

Google Earth

Imagery Date: 7/8/2016 40°38'05.02" N 111°29'47.10" W elev 7331 ft eye alt 8134 ft

1993









Jonathan DeGray
Architect



19/12/2016



Planning Commission Staff Report

Subject: 1003 Woodside Avenue
Author: Makena Hawley, City Planner
Project Number: PL-17-03473
Date: March 22, 2017
Type of Item: Legislative – Plat Amendment

Summary Recommendations

Staff recommends the Planning Commission hold a public hearing for the 1003 Woodside Avenue Plat Amendment located at the same address 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: Terence Scheckter, represented by Marshall King
Location: 1003 Woodside Avenue
Zoning: Historic Residential-1 (HR-1)
Adjacent Land Uses: Residential
Reason for Review: Plat Amendments require Planning Commission review and City Council review and action.

Proposal

The site known as 1003 Woodside Avenue consists of Lot 1 and Lot 2 of Block 9, Section 16 of Snyder's Addition to Park City. The property owner requests to combine his property into one (1) lot of record. The non-historic structure sits over Lots 1 and 2. The entire site contains a total area of 3,750 square feet.

Background

On February 10, 2017, the City received a Plat Amendment application for 1003 Woodside Avenue Plat Amendment; the application was deemed complete on February 16, 2016. The property is located at the same address. The property is in the Historic Residential (HR-1) District. The subject property consists of all of Lot 1 and Lot 2 of Block 9, Snyder's Addition to Park City. The property was built in 1967; no building permit could be found for the structure and is not a historic structure.

The applicant desires to unify the property into one lot of record to ultimately demolish the existing house and construct a new single family residence. The applicant has not yet submitted an HDDR application for a new proposed structure.

Purpose

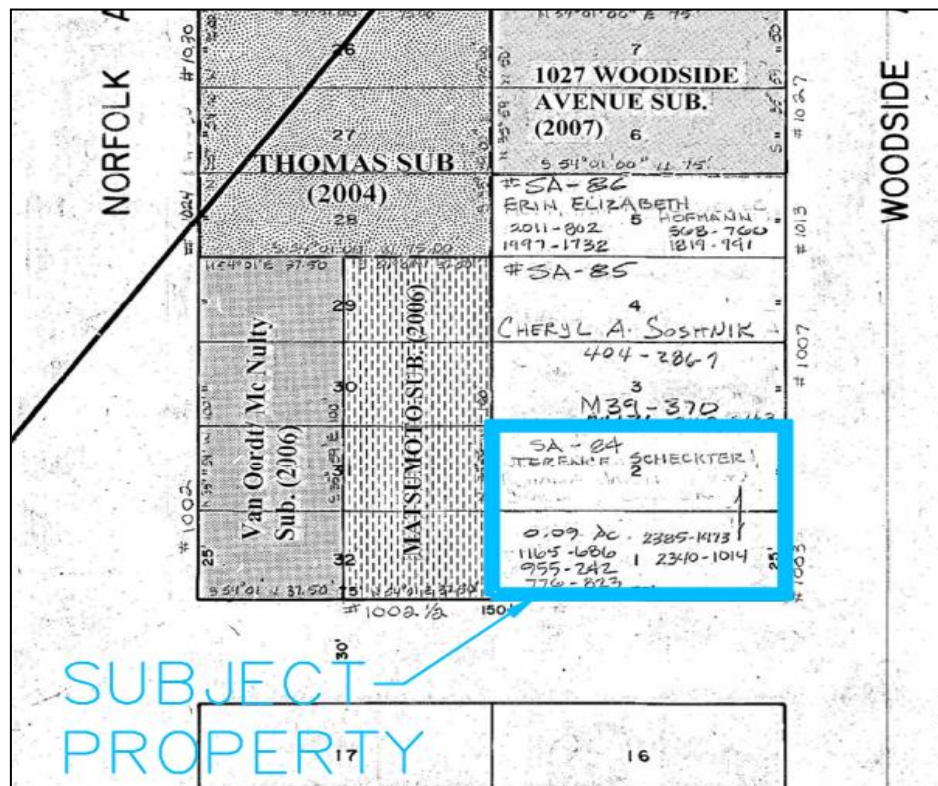
The purpose of the HR-1 District is to:

- A. preserve present land Uses and character of the Historic residential Areas of Park City,
- B. encourage the preservation of Historic Structures,

- C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
- D. encourage single family Development on combinations of 25' x 75' Historic Lots,
- E. define Development parameters that are consistent with the General Plan policies for the Historic core, and
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Analysis

The proposed Plat Amendment creates one (1) lot of record from the existing two (2) lots. The Plat Amendment removes one (1) interior lot line going through the existing structure. The proposed Plat Amendment combines the property into one (1) lot measuring 3,750 square feet. The site contains two (2) whole Old Town lots, identified as Lot 1 and Lot 2, of Block 9, Snyder's Addition to Park City. See county map below:



A single-family dwelling is an allowed use in the HR-1 District. The minimum lot area for a single-family dwelling is 1,875 square feet. The proposed lot meets the minimum lot area for single-family dwellings as well as a duplex which would be a conditional use in the Hr-1 District. The proposed lot width is fifty feet (50). The minimum lot width required in the HR-1 District is twenty-five feet (25'); the proposed lot meets the minimum lot width requirement. The following table shows applicable Land Management Code (LMC) development parameters in the HR-1 District:

Required	Existing	Permitted
Lot size	3,750 SF	1,875 square feet minimum Complies
Allowed Footprint	880 SF	1,519 square feet, maximum. Complies
Front/rear yard setbacks	23 feet front yard (Woodside), 15 feet rear yard	10 feet, for total of 20 feet Complies
Side yard setbacks	9 feet (north), 2 feet (south)	5 feet, minimum for total of 10 feet. The structure has not been deemed legal non-complying, no research could be found on past building permits.

Any new construction will be required to comply with setbacks, height, building footprint, and the Historic District Design Guidelines.

The submitted site plan reveals that there are several small encroachments onto City Right of Way, including two small portions of rock retaining walls along the front and north side of the property and a portion of wood slat fence and railroad ties on the north side of the property. Staff has made the applicant aware of these encroachments and the applicable means of resolving them. The applicant is planning to demolish the home and the encroachments before the signing of the plat which would alleviate the issues with the encroachments. In the case that the encroachments are not removed by the time the mylar is ready for signatures, Conditions of Approval # 4 and #5 has been added to require that encroachments across property lines must be addressed prior to plat recordation and shall either be removed or recorded agreements shall be provided.

The City Engineer will also require the applicant to grant a ten foot (10') public snow storage easement along the front (Woodside Avenue) as well as a five foot (5') public snow storage easement along the side (10th street) property lines to address street frontages, per Condition of Approval #3. A 5 foot wide utility easement may be required along Woodside Avenue if the existing storm drain is found to be crossing the property.

The Building Department is requiring Condition of Approval #6 to provide modified 13-D sprinklers for new construction by the Chief Building Official at the time of review of the building permit submittal.

Good Cause

Staff finds good cause for this Plat Amendment as the interior lot lines running through the existing structure will be removed and existing encroachments will be resolved. Public snow storage and utility easements are provided on the lots. Combining the Lots will allow the property owner to move forward with future construction on their lot.

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. Issues raised were limited to the encroachments for the extensions over property lines on City ROW. These issues have been addressed with conditions of approval.

Notice

On March 2, 2017 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record on March 4, 2017 according to requirements of the Land Management Code.

Public Input

No public input has been received by the time of this report.

Alternatives

- The Planning Commission may forward positive recommendation to the City Council for the 1003 Woodside Avenue Plat Amendment as conditioned or amended; or
- The Planning Commission may forward a negative recommendation to the City Council for the 1003 Woodside Avenue Plat Amendment and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the 1003 Woodside Avenue Plat Amendment.

Significant Impacts

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

Consequences of not taking recommended action

Consequences of not taking the Planning Department's recommendation are that the Site would remain as is and the existing structure would sit over the interior lot line. The site would continue to consist of two lots.

Summary Recommendation

Staff recommends the Planning Commission hold a public hearing for the 1003 Woodside Avenue Plat Amendment located at the same address 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 with Proposed Plat (Attachment 1)
Exhibit B – Survey with Existing Conditions
Exhibit C – County Tax Map

Exhibit D – Aerial Photographs
Exhibit E– Site Photographs

Exhibit A – Draft Ordinance
Ordinance No. 2017-XX

AN ORDINANCE APPROVING THE 1003 WODSIDE AVENUE PLAT AMENDMENT LOCATED AT 1003 WOODSIDE AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 1003 Woodside Avenue have petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on March 4, 2017, the property was properly noticed and posted in the Park Record; and

WHEREAS, on March 2, 2017, proper legal notice was sent to all affected property owners and the property was posted according the requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on March 22, 2017, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on March 22. 2017, forwarded a _____ recommendation to the City Council; and,

WHEREAS, on April 13, 2017 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 1003 Woodside Avenue Plat Amendment.

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

SECTION 1. APPROVAL. The 1003 Woodside 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 property is located at 1003 Woodside Avenue.
2. The property is in the Historic Residential (HR-1) District.
3. The subject property consists of Lot 1 and Lot 2, Block 9 of Snyders Addition to Park City. The proposed plat amendment creates one (1) lot of record.
4. The Plat Amendment removes one (1) lot line going through the existing structure.
5. The proposed Plat Amendment combines the property into one (1) lot measuring 3,750 square feet.
6. A single-family dwelling is an allowed use in the District.

7. The minimum lot area for a single-family dwelling is 1,875 square feet. The proposed lots meet the minimum lot area for single-family dwellings as well as for a duplex which is a conditional use in the HR-1 District.
8. The proposed lot width is 50 feet along Woodside Avenue.
9. The minimum lot width required is twenty-five feet (25'). The proposed lot meets the minimum lot width requirement.
10. The maximum building footprint allowed based on proposed lot size of 3,750 square feet is 1,519 square feet. The existing house equates to a footprint of approximately 880 square feet.
11. The minimum front/rear yard setbacks are ten feet (10'); the minimum total front/rear yard setbacks are twenty feet (20'). The existing house has a front yard setback of 23 feet and a 15 foot rear yard setback.
12. The minimum side yard setbacks are five feet (5'); the minimum total front/rear yard setbacks are 10 feet. The existing house has a front yard setback of 23 feet and a 15 foot rear yard setback. The existing structure does not meet the north side yard setback. The structure has not been deemed legal non-complying, no research could be found on past building permits. The south side yard setback is met utilizing 9 feet to the property line.
13. The degree of non-conformity isn't increased by the plat amendment
14. There is a stone retaining wall along the northwest front property line that encroaches into the City Right of Way. There are also stone retaining walls, railroad ties and a slat wood fence along the south side yard property line encroaching into the City Right of Way.
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 Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding lot combinations.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A ten foot (10') wide public snow storage easement along the front (Woodside Avenue) as well as a five foot (5') public snow storage easement along the side (10th street) property lines to address street frontages will be required..

4. A five foot (5') wide utility easement may be required along Woodside Avenue if the existing storm drain is found to be crossing the property.
5. Prior to plat recordation, the property owner shall resolve the encroachment of the stone retaining walls over the front (east) property line into the City Right-of-Way (ROW) by either removing the retaining walls or entering into a recorded agreement with the City Engineer.
6. Prior to plat recordation, the property owner shall resolve the encroachment of the stone retaining walls, the railroad ties, and the slat wood fence over the side (north) property line into the City Right-of-Way (ROW) by either removing them or entering into a recorded agreement with the City Engineer.
7. Modified 13-D sprinklers will be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final Mylar prior to recordation.
8. New construction shall comply with Land Management Code Section 15-2.2 regarding setbacks, building height, building envelope, building footprint, etc. and historic district guidelines.

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

PASSED AND ADOPTED this 13th day of April 2017.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 – Proposed Plat

Exhibit A – Proposed Plat (Attachment 1)



SURVEYOR'S CERTIFICATE
I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938739, as prescribed by the laws of the State of Utah, and that by authority of the owners, this Subdivision Plat map of 1003 WOODSIDE AVENUE PLAT AMENDMENT has been reviewed under my direction, and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

BOUNDARY DESCRIPTION
Lots 1 and 2, Block 9, Snyder's Addition to Park City, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

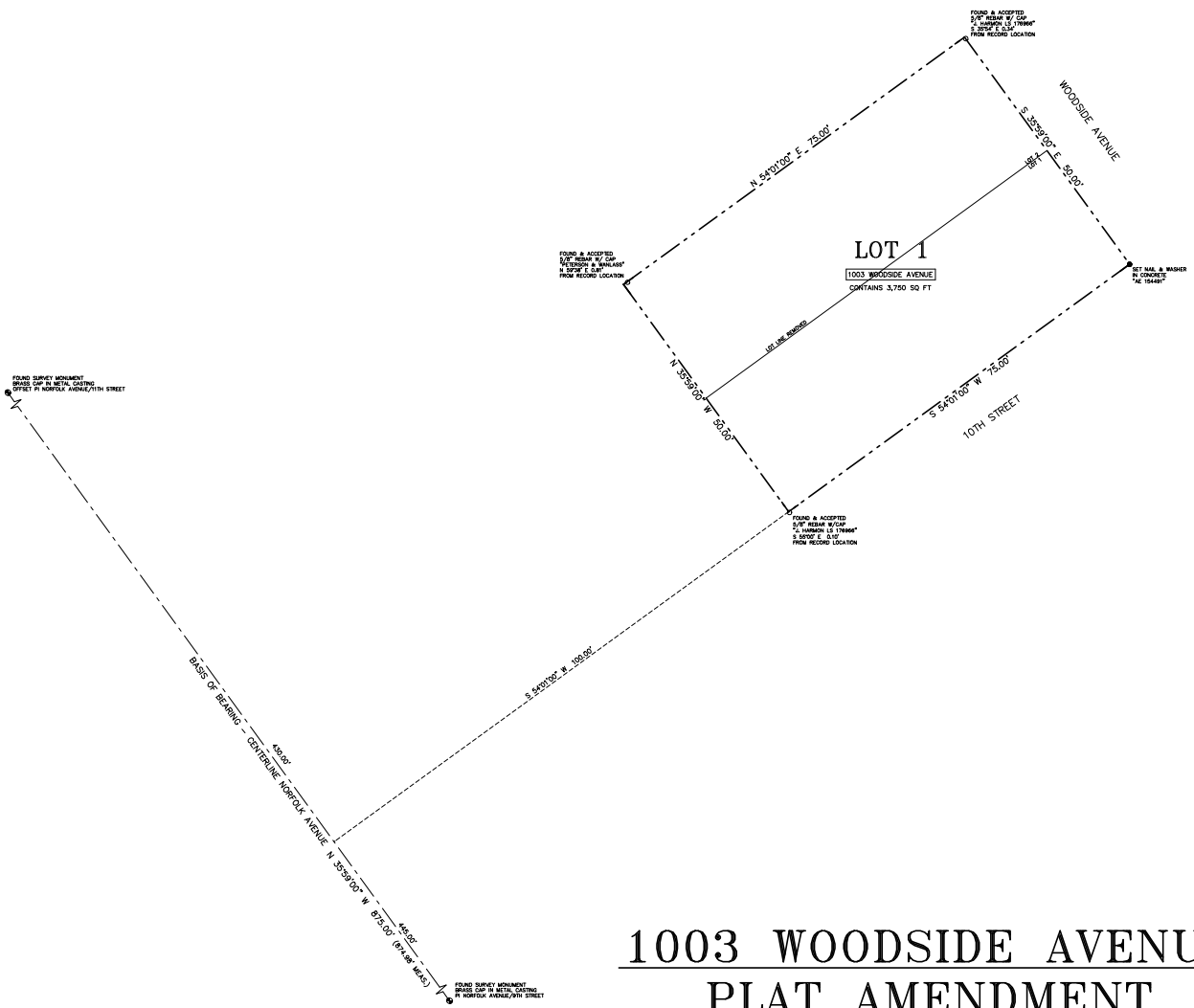
OWNER'S DEDICATION AND CONSENT TO RECORD
KNOW ALL MEN BY THESE PRESENTS that Terence Schechter, the undersigned owner of the herein described tract of land, to be known hereafter as 1003 WOODSIDE AVENUE PLAT AMENDMENT, does hereby certify that he has caused this Plat Amendment to be prepared, and does hereby consent to the recordation of this Plat.
In witness whereof, the undersigned set his hand this _____ day, of _____, 2017.

Terence Schechter _____
State of _____ SS:
County of _____

ACKNOWLEDGMENT
On this _____ day of _____, 2017, Terence Schechter personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Terence Schechter acknowledged to me that he is the owner of the herein described tract of land, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

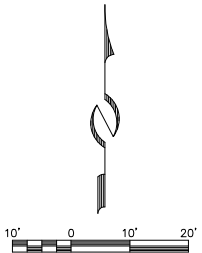
Notary Public _____
A Notary Public commissioned in _____
Printed Name _____
Residing in: _____
My commission expires: _____

NOTE
1. This Plat Amendment is subject to the Conditions of Approval in Ordinance 2017-_____



**1003 WOODSIDE AVENUE
PLAT AMENDMENT**

BLOCK 9, SNYDER'S ADDITION
LOCATED IN THE NORTH HALF OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	(435) 648-9487 SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2017 BY _____ S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2017 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2017 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2017 BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2017 BY _____ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS SUBDIVISION PLAT MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2017 BY _____ PARK CITY RECORDER	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ ENTRY NO. _____ FEE _____ RECORDER _____
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Exhibit B – Survey with Existing Conditions

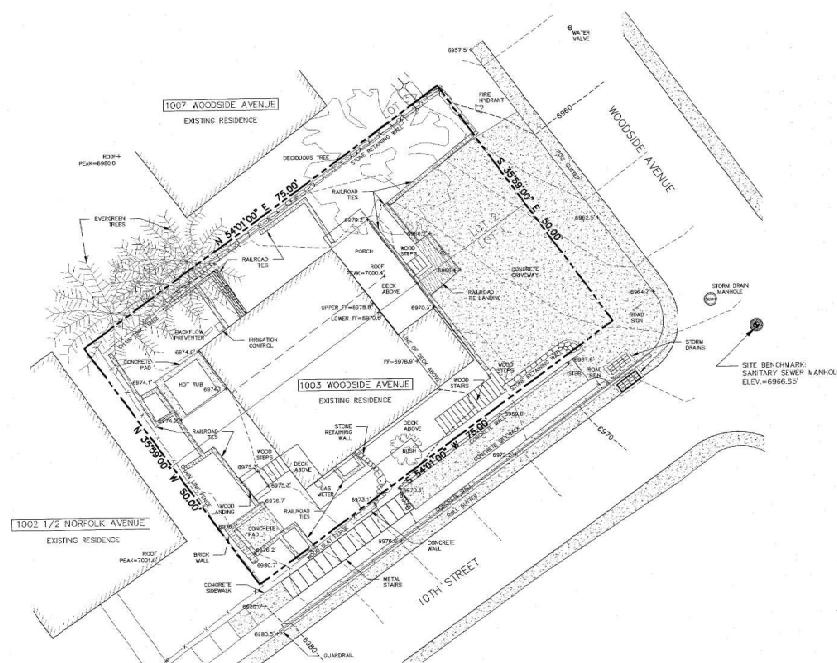


SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, do hereby certify that I am a registered land surveyor and that I hold certification no. 4638739 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described hereon. Further, I certify that this topographic survey is a correct representation of the land surveyed at the time the field work was completed and is in compliance with generally accepted industry standards for accuracy.

NOTES

1. Site Benchmark: Sanitary Sewer Manhole
Elevation=5966.65'
2. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
3. This topographic map is based on a field survey completed on December 14, 2016.
4. Property corners were found.



 CONSULTING ENGINEERS, LAND PLANNERS, SURVEYORS 523 Main Street, P.O. Box 2864, Park City, Utah 84060-2864	(435) 949-9427 STAFF: MARSHALL KING MARTY MORRISON RYAN BETZ	EXISTING CONDITIONS & TOPOGRAPHIC MAP 1003 WOODSIDE AVENUE SNYDER'S ADDITION, BLOCK 9 FOR: TERENCE SCHECKER JOB NO.: 1-12-15 DATE: 1/9/17 FILE: K:\SnyderAddition\dwg\mrt\topoc2016\11218.dwg	SHEET 1 OF 1
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Exhibit C – County Tax Map

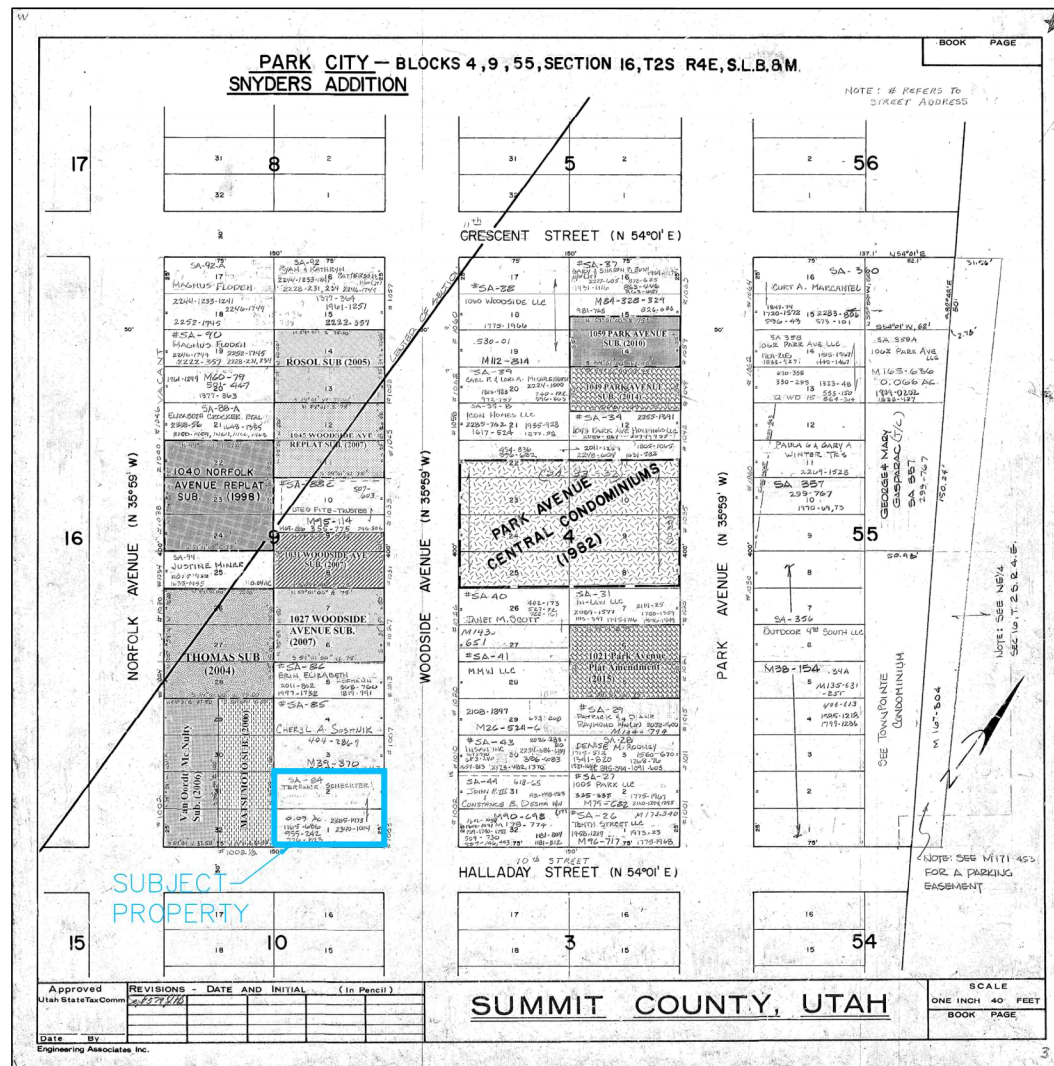


Exhibit D – Aerial Photographs



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 322 Main Street P.O. Box 2654 Port City, Utah 84050-2654	(435) 648-9467 STAFF: MARSHALL KING RYAN BETZ	AERIAL PHOTOGRAPH 1003 WOODSIDE AVENUE BLOCK 9, SNYDER'S ADDITION FOR: TERRENCE SCHECKTER JOB NO.: 1-12-18 FILE: X:\SnydersAddition\dwg\Exhibits\1003 Woodside-ortho.dwg	SHEET 1 OF 1
DATE: 1/23/17			

Exhibit E– Site Photographs



1003 Woodside Avenue – looking northwesterly



1003 Woodside Avenue – looking southwesterly



1003 Woodside Avenue – looking southerly



1003 Woodside Avenue – looking northeasterly

Planning Commission Staff Report



Application #: PL-15-02999
Subject: Intermountain Healthcare (IHC) Master Planned Development (MPD)
Author: Kirsten Whetstone, MS, AICP- Senior Planner
Date: March 22, 2017
Type of Item: Ratification of Development Agreement

Summary Recommendations

Staff recommends the Planning Commission reviews the Intermountain Healthcare Master Planned Development (MPD) Development Agreement and considers ratifying the agreement to memorialize the MPD approval as amended. The original MPD was approved on May 23, 2007. MPD amendments were approved by the Planning Commission on October 8, 2014 and January 13, 2016. A public hearing is not required for this action.

Description

Applicant: IHC Hospital, Inc. represented by Morgan D. Busch
Location: 900 Round Valley Drive
Zoning District: Community Transition (CT) Zoning District
Adjacent Land Uses: Park City Recreation Complex, USSA training facility, US Highway 40, and open space.
Reason for Review: The Land Management Code requires Planning Commission ratification of Development Agreements for Master Planned Developments to memorialize conditions of approval as outlined in the Land Management Code.

Summary of Proposal

This is a request for ratification of a Development Agreement (Exhibit A) for the Intermountain Healthcare Master Planned Development and approved amendments. The original MPD was approved by the Planning Commission on May 23, 2007 and amendments were approved on October 8, 2014 and January 13, 2016. The Development Agreement includes items of the original MPD as well as the First and Second Amendments.

At the January 13, 2016 meeting one of the requested items of the Second MPD Amendment application was continued to a date uncertain to allow additional time for staff review and analysis of the density increase request, unit equivalent calculations for various uses, and possible Land Management Code amendments. So while there was final action on portions of the Second MPD Amendment application, there is still an outstanding item which Staff was waiting for resolution on and that delayed moving forward on the Development Agreement.

The Land Management Code (LMC) requires submittal of the Development

Agreement within six (6) months of approval.

On October 12, 2016, Staff and the applicant met and the applicant requested that a Development Agreement be ratified for the amendments approved to date. As the six (6) month timeframe had passed the applicant requested an extension to the timeframe and was granted an extension by the Planning Commission to July 13, 2017 (Attachment 6 to the Agreement).

Staff agreed to draft a Development Agreement consistent with the MPD and Amendments approved on October 8, 2014 and January 13, 2016. If action is taken on the outstanding item in the future, an amended Development Agreement would need to be ratified by the Planning Commission and recorded at Summit County.

Background

On May 23, 2007, the IHC MPD was approved by the Planning Commission. The MPD includes an Intermountain Healthcare Hospital with a total of 300,000 square feet (180 Unit Equivalents [UEs]) for hospital uses and a total of 150,000 square feet (150 UEs) of Support Medical Office space and is subject to the approved Annexation and Development Agreement recorded at Summit County on January 23, 2007 (Attachment to the Agreement).

On June 30, 2014, applications for the first MPD amendment and a Conditional Use Permit for the second phase of development at the Park City Medical Center were submitted. On October 8, 2014, the Planning Commission conducted a public hearing and approved the First Amended IHC MPD and the Conditional Use Permit as described in the action letter (Attachment 6 to the Agreement). Construction of the second phase is nearing completion.

November 10, 2015, Intermountain Healthcare Hospital Inc. submitted an application for a second MPD amendment. On January 13, 2016, the Planning Commission conducted a public hearing and approved the Second Amended IHC MPD, as described in the action letter (Attachment 7 to the Agreement).

One item of the Second MPD Amendment application, requesting an additional 50,000 square feet of medical support uses, was continued for further discussion to a date uncertain. The applicant requests that this request be brought up for discussion in 2017, following possible Land Management Code amendments concerning density and unit equivalent calculations and definitions. This item is not included in this proposed Development Agreement

Development Agreement Requirements

Section 15-6-4 (G) of the LMC requires that the Development Agreement contain the following elements:

- 1) A legal description of the land;
- 2) All relevant zoning parameters including all findings, conclusions, and conditions of approval;
- 3) An express reservation of the future legislative power and zoning authority of the

- City;
- 4) A copy of the approved MPD plans and any other plans, including phasing plans, that are a part of the Planning Commission approval;
 - 5) A description of all Developer exactions or agreed upon public dedications;
 - 6) The Developers agreement to pay all specified impact fees;
 - 7) The form of ownership anticipated for the project and a specific project phasing plan; and
 - 8) A list and map of all known Physical Mine Hazards and Historic Sites on the property.

Staff finds that the Development Agreement (see Exhibit A, including the attachments), includes all of the required items listed above. The applicant has inspected the property and submitted a letter indicating that there are no known Physical Mine Hazards on the lot. As a defined term in the Land Management Code, Physical Mine Hazards means “any shaft, adit, tunnel, portal, building, improvement or other opening or structure related to mining activity”. There are no known Historic Sites on the property according to the City’s Historic Sites Inventory.

Development Agreement Ratification

Attached is the proposed IHC MPD Development Agreement (Exhibit A and Attachments). Land Management Code Section 15-6-4 (G) states that once the Planning Commission has approved a Master Planned Development, the approval shall be put in the form of a Development Agreement. The Development Agreement must be ratified by the Planning Commission and signed by the Mayor on behalf of the City Council, prior to recordation at the Summit County Recorder’s office. This item is not noticed as a public hearing.

The Land Management Code requires the Development Agreement to be submitted to the City within six (6) months of the approval of the MPD. The Second Amended IHC MPD was approved by the Planning Commission on January 13, 2016. On December 14, 2016 the Planning Commission granted an extension of the ratification date to July 13, 2017.

Department Review

The Engineering, Legal and Planning Departments have reviewed the agreement for conformance with the final Planning Commission approval and the Land Management Code.

Recommendation

Staff recommends the Planning Commission reviews the Intermountain Healthcare Master Planned Development (MPD) Development Agreement and considers ratifying the agreement to memorialize the MPD approval as amended. The original MPD was approved on May 23, 2007 and amendments were approved by the Planning Commission on October 8, 2014 and January 13, 2016. A public hearing is not required for this action.

Findings of Fact

1. The IHC MPD was approved by the Planning Commission on May 23, 2007, subject to the Annexation Agreement recorded at Summit County on January 23, 2007.
2. The IHC MPD consists of Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility Subdivision (IHC/USSA Subdivision), and generally includes an Intermountain Healthcare Hospital of 300,000 square feet (180 Unit Equivalents) located on Lot 1 and Support Medical Office space of 150,000 square feet (150 Unit Equivalents) located on Lots 1, 7, and 10, as well as the Peace House CUP located on Lot 8.
3. The property is generally located on Round Valley Drive west of US 40 and east of Round Valley in the Quinn's Junction neighborhood of Park City.
4. The property is located in the Community Transition (CT) Zoning District.
5. The First Amended Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision plat was approved by the City Council on October 11, 2007 and recorded at Summit County on May 20, 2008. The first amended plat memorialized various easements and road layouts and adjusted the location of various lots consistent with the approved MPD. The plat consisted of nine lots of record.
6. The Second Amended Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision plat was approved by the City Council on July 31, 2008 and recorded at Summit County on November 25, 2008. The second amended plat created new Lots 10 and 11 out of the previous Lot 8. Lot 10 was created for the Summit County Health Department and the People's Health Clinic building and Lot 11 was created as a separate lot for IHC as it was located south of Victory Lane. This plat consists of eleven lots of record.
7. Lot 2 of the IHC/USSA Subdivision plat is dedicated as open space.
8. Lot 3 is not part of the IHC MPD and is owned by and the location of the USSA Headquarters and Training Center MPD.
9. Lot 4 was the original location of 28 affordable, deed restricted townhouse units incorporated into the Park City Heights neighborhood during the Park City Heights MPD approval. Lot 4 currently has no designated density and was transferred to Park City.
10. Lot 5 was dedicated and transferred to Park City for future recreation uses and has no designated density.
11. The density initially designated for Lots 6 and 8 was transferred to Lot 1 with the First Amendment to the MPD. A Conditional Use Permit for the Peace House was approved on Lot 8. Lot 6 currently has no designated density.
12. Lot 7 contains the 25,000 sf of medical support office uses and is also known as Physician Holdings or MOB (Medical Office Building).
13. Lot 9 contains a small Questar gas regulating facility.
14. Lot 10 is the location of the Summit County Health Department and People's Health Clinic utilizing 25,000 sf of support medical office density. Summit County has a ground lease from IHC on this lot.
15. Lot 11 is the one acre lot around Lot 9, owned by IHC and not designated as to use or density.

16. A Third Amended Subdivision plat to subdivide Lot 8 into two lots (Lot 8 and Lot 12) was approved by the City Council on July 21, 2016. Recordation of this twelve lot plat amendment is pending.
17. The Annexation Agreement sets forth maximum building floor areas, development location, and conditions related to developer-provided amenities on the various lots of the IHC/USSA subdivision plat, such as roads, utilities, trails, and affordable housing.
18. A Development Agreement reflecting the approved Master Planned Development and subsequent amendments is required to be ratified by the Planning Commission and recorded at Summit County.
19. A First Amended IHC MPD was approved by the Planning Commission on October 8, 2014, transferring assigned medical support density from Lots 6 and 8 to Lot 1, along with other amendments related to Phase 2 of the Medical Center construction.
20. The Second Amended IHC MPD was approved by the Planning Commission on January 13, 2016, approving administrative corrections to conditions #16 and #17 of the October 8, 2014 First Amended IHC MPD, acknowledging that a Fire Station is an appropriate use within the MPD, as contemplated on Lot 4, allowing the subdivision of Lot 8 into two lots, and allowing the Peace House use on amended Lot 8.
21. One additional item included in the Second IHC MPD Amendment application, regarding additional density for support medical uses, was continued to a date uncertain, and final action on this item submitted with the IHC pre-MPD application has not yet occurred.
22. The January 13, 2016, approved MPD Amendments included the following conditions of approval:
 1. All applicable conditions of approval of the IHC/USSA Annexation Agreement shall apply to this MPD amendment.
 2. All applicable conditions of approval of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Second Amended subdivision plat shall apply.
 3. Construction of the Peace House facility on Lot 8 is subject to the Conditional Use Permit approved on January 13, 2016, as well as to all applicable conditions of approval of the MPD, as amended, the Annexation Agreement, and the Subdivision plat. Peace House facility consists of approximately 37,600 square feet of new construction for an emergency shelter for victims of domestic violence; including emergency and transitional housing, support uses (day care, counseling, training, common kitchen and living areas, laundry, storage) and administrative offices.
 4. A Development Agreement specifically for the IHC Master Planned Development, as amended, shall be ratified by the Planning Commission within 6 months of final action on the MPD Amendment application.
 5. The Development Agreement shall reiterate all applicable requirements of the Annexation Agreement, as well as zoning requirements related to findings, conclusions, and conditions of approval of the MPD, included the approved amendments.
 6. The Development Agreement shall include an express reservation of the future legislative power and zoning authority of the City, a copy of the approved MPD

plans and any other plans that are a part of the Planning Commission approval, a description of all Developer exactions or agreed upon public dedications, an agreement to pay all specified impact fees; a description of the form of ownership anticipated for the project; and a list and map of all known Physical Mine Hazards on the property.

7. All construction within the IHC MPD is subject to the plat notes and conditions of approval of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility amended subdivision plat recorded at Summit County on November 25, 2008, as well as conditions of approval of the IHC MPD, as amended, including amendments to Conditions #16 and #17 of the October 8, 2014 MPD Amendment approval, as described in #8 below.
8. Conditions #16 and #17 of the October 8, 2014 approval of the First Amended IHC MPD shall be amended, and reflected in the Development Agreement, as follows:
 - a) Condition #16 shall be deleted.
 - b) Condition #17 shall be amended to state the following: The applicant shall submit a parking study as part of an application for the next Medical Center expansion. The study shall include qualified transportation professionals recommendations addressing the potential impact of reduced parking ratios in future phases and a comprehensive program to increase utilization of underutilized parking areas; along with impacts to street intersections out to and including SR-248.
23. The applicant and Staff were waiting for the density issue requested with the Second MPD Amendment application to be considered by the Planning Commission prior to drafting the a Development Agreement. This amendment requires further density discussion and possible Land Management Code amendments, and has been continued to a date uncertain.
24. On October 12, 2016, Staff and the applicant met and the applicant requested that a Development Agreement be ratified for the MPD amendments approved to date.
25. As the 6 month timeframe has passed, based on the January 13, 2016 approval date of the Second Amendment, the applicant requested an extension to the ratification timeframe.
26. On December 14, 2016, the Planning Commission approved an extension to the ratification timeframe to July 13, 2017.
27. A draft Development Agreement consistent with the MPD Amendments approved on October 8, 2014 and January 13, 2016 was prepared and reviewed by the City Legal Department, City Engineer, and Planning Director.
28. Following ratification and approval as to final form by the City Attorney, the Development Agreement will be executed and recorded at Summit County.
29. If final action is taken to approve the request for additional density an amended Development Agreement shall be ratified and recorded per the Land Management Code.
30. The MPD is subject to the amended IHC Housing Mitigation Plan approved by the Park City Housing Authority on February 3, 2017.
31. Development on Lot 8 is subject to the January 13 2016 Peace House Conditional Use Permit, and any approved amendments. There is no assigned Unit Equivalent (UE) density on Lot 8. Density on Lot 8 is related to Affordable Unit Equivalents

(AUE) and the Peace House facility.

Exhibit

Exhibit A- Development Agreement with attachments as follows:

Attachment 1- Legal Description of Property

Attachment 2- Approved MPD Plans

Attachment 3- Annexation Agreement (Recorded 1/23/2007 Entry No. 00802747)

Attachment 4- Second and Third Amended IHC/USSA Subdivision plats

Attachment 5- Action letter Planning Commission approval of MPD – May 23, 2007

Attachment 6- Action letter Planning Commission approval of First Amended MPD – October 8, 2014

Attachment 7- Action letter Planning Commission approval of Second Amended MPD – January 13, 2016

Attachment 8- Phasing Plan and Table 1 Lots and Density

Attachment 9- Housing Mitigation Plans (6/14/15) and Amended Plan approved on February 3, 2017

Attachment 10- Mine Hazard Letter

Attachment 11- Quinn's Junction Area Study Findings and Conclusions

Attachment 12- Extension of ratification by Planning Commission – December 14, 2016

DRAFT- Subject to final review as to form by City Attorney

WHEN RECORDED, MAIL TO:

City Recorder

Park City Municipal Corporation

P. O. Box 1480

Park City, Utah 84060

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

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

R E C I T A L S

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

B. The Property is also subject to an Annexation Agreement that set forth terms and conditions under which the City would annex certain land, consisting of 157 acres and located in unincorporated Summit County, Utah at the northwest corner of State Road 248 and Highway 40, into the corporate limits of the City and extend municipal services to the Property. The Annexation Agreement recorded at Summit County on 1/23/2007 (Entry No. 00802747) and attached hereto as Attachment 3, includes as an attachment certain Findings and Annexation Agreement Points that apply to the IHC MPD.

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

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

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

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

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

1. **Property**

The IHC MPD, as Amended, consists of Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility Subdivision (IHC/USSA Subdivisions as Amended), and generally includes an Intermountain Healthcare Hospital of 300,000 square feet (180 Unit Equivalents) located on Lot 1 and Support Medical Office space of 150,000 square feet (150 Unit Equivalents) located on Lots 1, 7, and 10. The Peace House facility was approved to be located on Lot 8. Lot 2 was dedicated as open space. Lot 4, originally identified for 28 deed restricted housing units, is identified for public safety uses and open space. Lot 5 is dedicated to the City for future recreation uses. Support medical office uses previously approved for Lots 6 and 8 were transferred to Lot 1. Lot 9 contains a small Questar gas regulating facility, Lot 11 is a one acre lot surrounding Lot 9, and Lot 12 is a separate lot created by subdividing Lot 8 that has no currently assigned density or uses. Lot 3 of the IHC/USSA Subdivision is not part of the IHC MPD and is owned by and the location of the USSA Headquarters and Training Center Master Planned Development. The Second and Third Amended IHC/USSA Subdivision plats are attached hereto as Attachment 4.

The property is located on Round Valley Drive west of US 40 and east of the Round Valley Open Space area, in the Quinn’s Junction neighborhood of Park City, as described in the Park City General Plan. The property is located in the Community Transition (CT) Zoning District.

2. **Project Conditions**

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

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

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

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

2.5 Outstanding Developer Obligations:

- a. Trails Easement – being executed prior to building permit issuance for final phase of Hospital construction.
- b. Affordable Housing – 4 AUEs – Upon payment of Intermountain of \$816,000 to Peace House and Peace House completing construction of its facility.
- c. Affordable Housing – 6.82 AUEs – To be fulfilled before certificate of occupancy of full build out of the hospital.
- d. Silver Summit Frontage Road Easement – Upon request by Park City Municipal Corporation and prior to certificate of occupancy of final phase of Hospital construction.
- e. Parking Study – Upon submission of next application for construction on Hospital campus by Intermountain Healthcare

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

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

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

4. **Successors and Assigns.**

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

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

5. **General Terms and Conditions.**

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

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

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

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

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

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

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

6. **Phasing.**

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

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

7. **Water.**

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

8. **Affordable Housing.**

This Master Planned Development is subject to affordable housing requirements as described in the Annexation Agreement, attached hereto as Attachment 3, as recorded at Summit County on 1/23/2007 (Entry No. 00802747). Additionally, the MPD is subject to an amended Housing Mitigation Plan as approved by the Park City Housing Authority on February 3, 2017, and attached hereto as Attachment 9. The amended Housing Mitigation Plan includes requirements related to the Peace House facility proposed to be constructed on Lot 8 of the Third Amended IHC Subdivision plat. The Developer shall comply with the affordable housing requirements of the Annexation Agreement, and as amended with the February 3, 2017, Amended Affordable Housing Mitigation Plan, prior to receiving certificates of occupancy for the Peace House and for future phases of the MPD.

9. **Physical Mine Hazards.**

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

10. **Historic Structures.**

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

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

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

12. **Ratification of Development Agreement.**

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

13. **Notices.**

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

To Developers:

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

To Park City:

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

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

14. **List of Attachments.**

Attachment 1- Legal Description of Property

Attachment 2- Approved MPD Site Plan

Attachment 3- Annexation Agreement (Recorded 1/23/2007 Entry No. 00802747)

Attachment 4- Second and Third Amended IHC/USSA Subdivision plats

Attachment 5- Action letter Planning Commission approval of MPD - May 23, 2007

Attachment 6- Action letter Planning Commission approval of First Amended MPD - October 8, 2014

Attachment 7- Action letter Planning Commission approval of Second Amended MPD -January 13, 2016

Attachment 8- Phasing Plan and Table 1 Density allowed per Lot

Attachment 9- Amended Housing Mitigation Plan approved on February 3, 2017

Attachment 10- Mine Hazard Letter

Attachment 11- Quinn's Junction Area Study Findings and Conclusions

Attachment 12- Extension of ratification by Planning Commission - December 14, 2016

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

PARK CITY MUNICIPAL CORPORATION

By: _____
Jack Thomas, Mayor

ATTEST:

By: _____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark D. Harrington, City Attorney

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

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

Notary Public

(Legal Description of the Property)

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

PARCEL NO. 1:

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

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

PARCEL NO. 2:

PARCEL A:

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

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

Tax Parcel No. SS-65-A-4

PARCEL B:

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

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

Tax Parcel No. SS-65-A-4

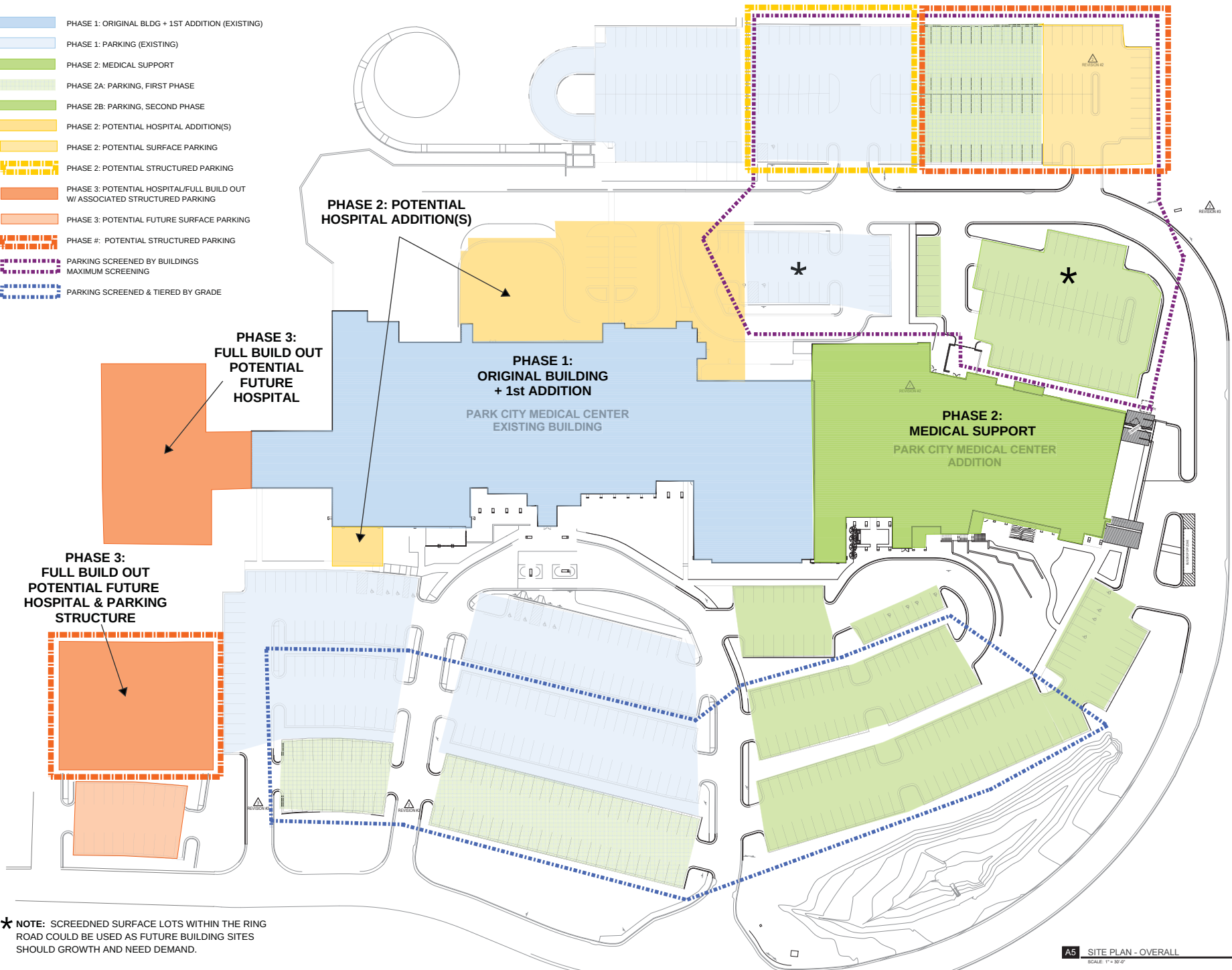
PARCEL C:

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

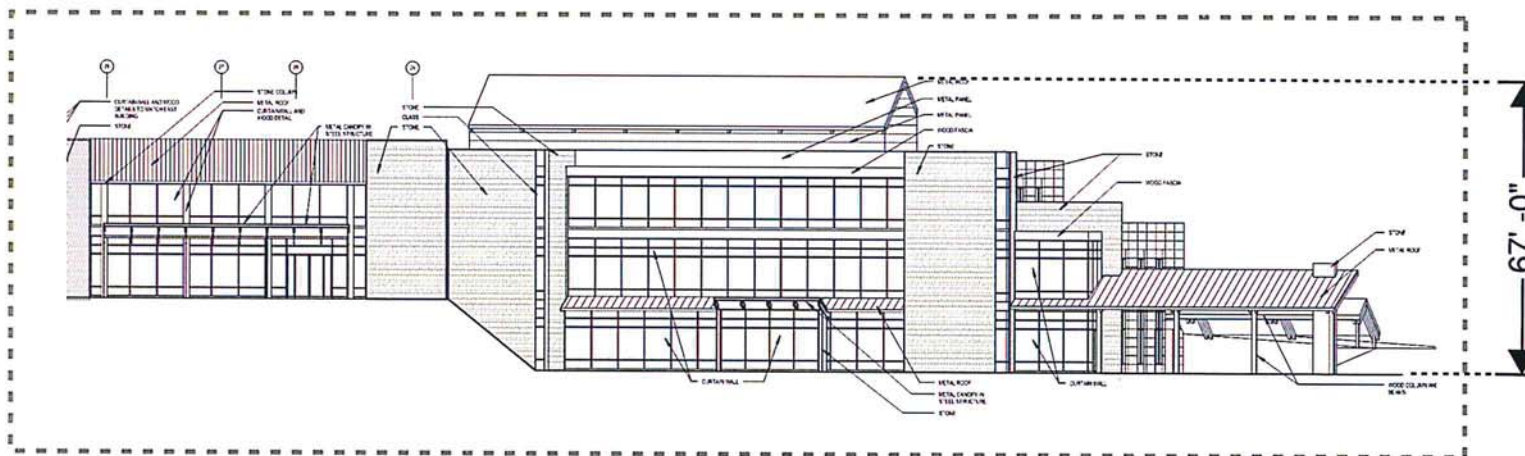
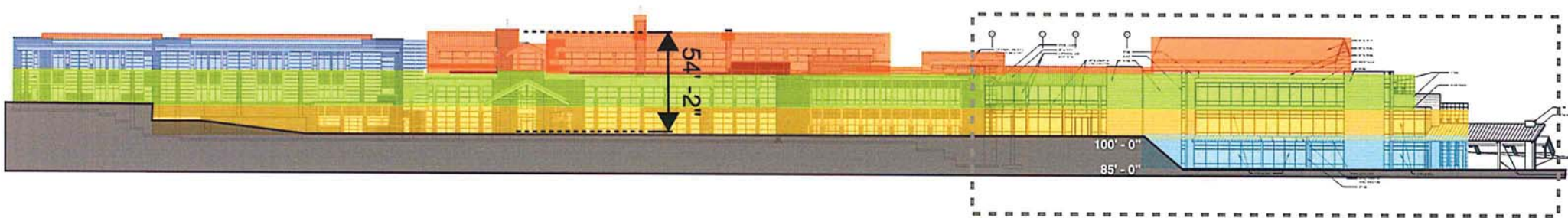
BEGINNING in the North line of said Section 2 at a point 2048.43 feet South 89°53'00" East from the Northwest Corner of said Section 2; thence South 45°02'17" West 202.91 feet to a point 80 feet radially distant Northwesterly from the center line of said access road known as "H" Line at Engineer Station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

Tax Parcel No. SS-65-A-4

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



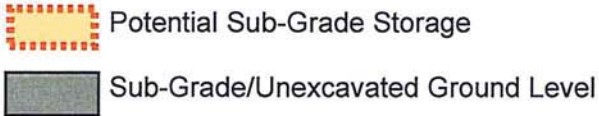
INTERMOUNTAIN PKMC HOSPITAL EXPANSION
MASTER PLAN AMENDMENT - HEIGHT EXCEPTION



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

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

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



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

When recorded, please return to:

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

and to:

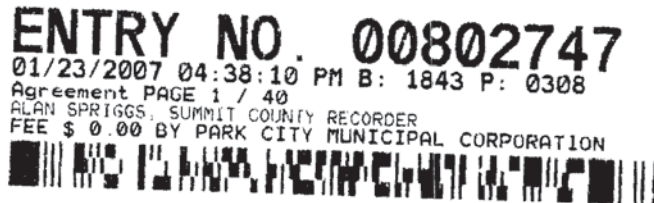
Guy P. Kroesche, Esq.
STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111

and to:

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

and to:

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



ANNEXATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

¹ The Water Cost was calculated by the City, as shown on attached Exhibit "G."
SaltLake-289043.6 0033566-00189

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signature pages follow]

PARK CITY MUNICIPAL CORPORATION

By: Dana Williams
Dana Williams, Mayor

DATED this 1st day of January, 2006.

ATTEST: City Clerk

By: Janet Scott
Janet Scott, City Recorder

DATED this 1st day of January, 2006.

APPROVED AS TO FORM:

Mark Harrington
Mark Harrington, City Attorney

DATED this 1st day of January, 2006.

PETITIONER:

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

Vaughn Burbidge
By: Vaughn Burbidge
Title: Manager

DATED this 1 day of January, 2007.

David Burbidge
By: David Burbidge
Title: Manager

DATED this 1 day of January, 2007.



ACKNOWLEDGEMENT AND CONSENT TO AGREEMENT

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

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: Donl. Hodges
Name: Don D. Hodges
Title: Regional Vice President

DATED this 27 day of November, 2006

ACKNOWLEDGEMENT, CONSENT AND JOINDER TO AGREEMENT

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

UNITED STATES SKI AND SNOWBOARD ASSOCIATION, a Utah nonprofit organization

By: _____
Name: _____
Title: _____

DATED this ____ day of _____, 2006

Exhibits:

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

ACKNOWLEDGEMENT AND CONSENT TO AGREEMENT

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

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: _____
Name: _____
Title: _____

DATED this ____ day of _____, 2006

ACKNOWLEDGEMENT, CONSENT AND JOINDER TO AGREEMENT

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

UNITED STATES SKI AND SNOWBOARD ASSOCIATION, a Utah nonprofit organization

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

DATED this 22 day of November, 2006

Exhibits:

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

Exhibit A
(Findings and Conditions)

Intermountain Healthcare/USSA/Burbs Annexation Agreement

Findings/Annexation Agreement Points⁴

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

Intermountain Healthcare Hospital:

300,000 square feet (180 Unit Equivalents)

⁴ Except as otherwise defined herein, capitalized terms shall be as defined in the Annexation Agreement.

United States Ski and Snowboard Offices
and Training Center:

85,000 square feet (85 Unit Equivalents)

Support Medical Office:

150,000 square feet (150 Unit Equivalents)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B
(Copy of Annexation Plat)

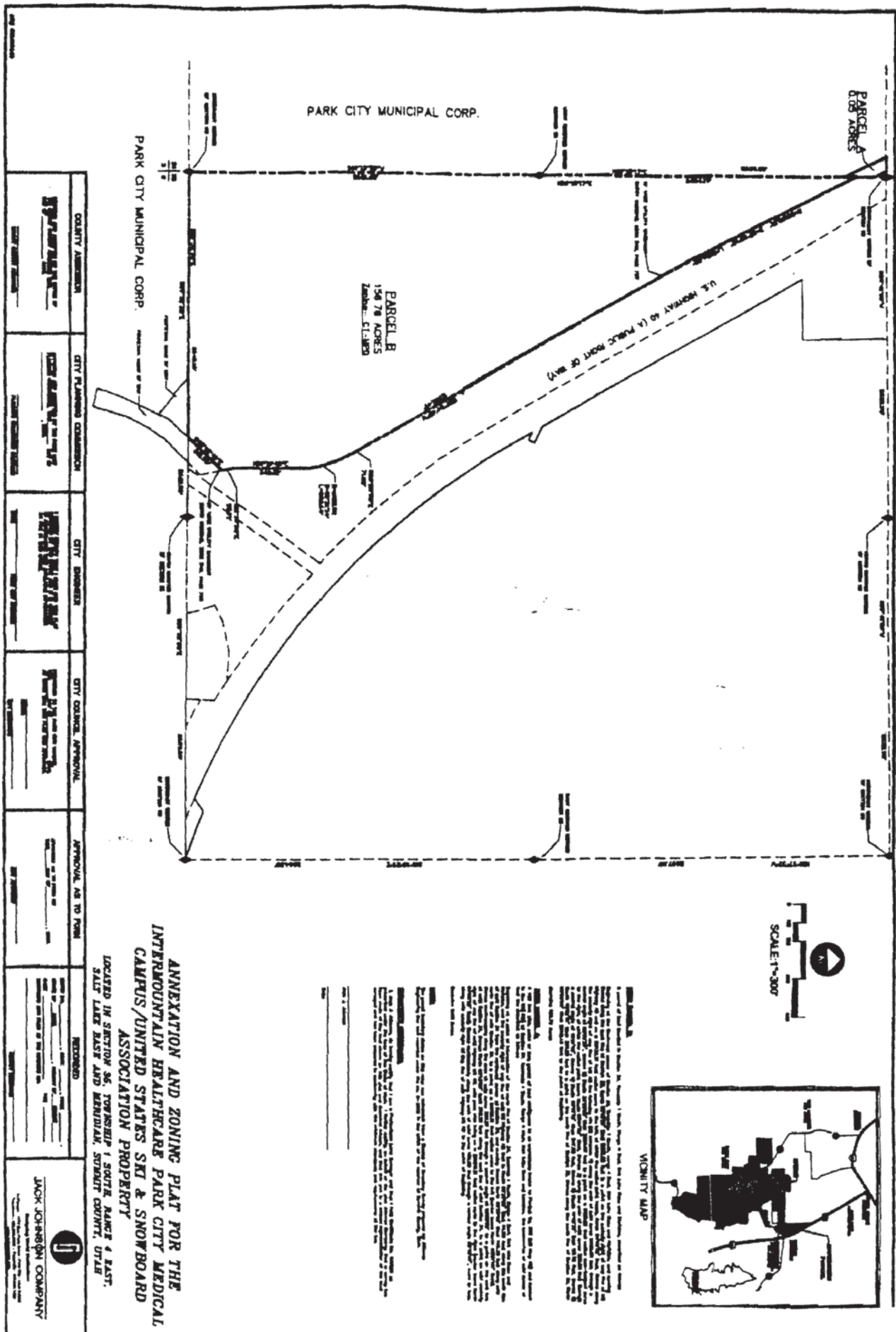


Exhibit B - Annexation Map

Exhibit C

(Legal Description of the Property)

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

PARCEL NO. 1:

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

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

S. W. F.

PARCEL NO. 2:

PARCEL A:

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

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

Tax Parcel No. SS-65-A-4

PARCEL B:

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

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

Tax Parcel No. SS-65-A-4

PARCEL C:

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

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

Tax Parcel No. SS-65-A-4

Exhibit D
(Copy of MPD Application)

**Park City Municipal Corporation**

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

MASTER PLANNED DEVELOPMENT

PLANNING COMMISSION

Approved _____

Denied _____

APPLICATION # _____

RECEIPT # _____

DATE RECEIVED _____

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

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

III. SUBMITTAL REQUIREMENTS:

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

Sample Envelope

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

IV. MASTER PLANNED DEVELOPMENT FACT SHEET

PROJECT DESCRIPTION

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

V. ACKNOWLEDGMENT OF RESPONSIBILITY

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

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

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

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

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

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

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

Street Address/Legal Description of Subject Property:

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

1. If you are not the fee owner, attach another copy of this form that has been completed by the fee owner, or a copy of your authorization to pursue this action.
2. If a corporation is fee titleholder, attach copy of the resolution of the Board of Directors authorizing this action.
3. If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership.

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

Exhibit E
(Road Design Plans)

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

IVORY HOMIES

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

November 27, 2006

Via First Class Mail

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

RE: Park City Affordable Housing Bond

To Whom It May Concern:

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

Sincerely,



Glenn Girsberger

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

Exhibit G
(Water Cost Calculations)

October 12, 2006 IHC Water Cost Calculation

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

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

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

Return to:

Park City Recorder

P.O. Box 1480

Park City UT 84060

Escrow Agreement

ORIGINAL

ESCROW AGREEMENT

This Escrow Agreement is entered into this 18th day of January, 2007, by and between Ivory Homes (hereinafter "Developer") and Park City Municipal Corporation (hereinafter "City"), and Wells Fargo Bank (hereinafter "Escrow Agent").

Developer and City have entered into an Agreement for Construction of Employee/Affordable Housing (hereinafter "Agreement") by which Developer has agreed to construct Employee/Affordable Housing Units as outlined in the HIC/USSA/BURBIDGE ANNEXATION Agreement. In order to secure the construction of these units, Developer has agreed to establish an escrow account in the name of City, which funds will be available to City to undertake the improvements on the conditions set forth in the Agreement. In consideration of fulfillment of the requirements of City's ordinances governing the building project, the Parties agree as follows:

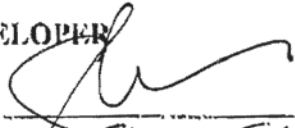
1. Developer agrees to initiate construction of 44.78 Affordable Unit Equivalents for the development associated with Intermountain Healthcare hospital within twenty four (24) months after the effective date of the Annexation Agreement and according to all conditions outlined in that Annexation Agreement. In the event that construction has not commenced to City satisfaction, City shall be entitled to specifically enforce the terms of this Escrow Agreement.
2. Developer has deposited with Escrow Agent to the credit of the City an account in the sum of \$ 626,920 to be held in escrow pursuant to the terms of this Escrow Agreement.
3. The City agrees to make no demand for the proceeds of the escrow account for a period of twenty four (24) months from the effective date of the Annexation Agreement.
4. In the event that the construction of the units as required by the Agreement has commenced to the satisfaction of the City Manager, the City, on request of the Developer, shall execute a release of the funds as provided in the Agreement. In the event the construction of the units as required by the Agreement has not commenced to the satisfaction of the City within twenty-four months, the City shall be entitled to receive all of the funds in the escrow account from the Escrow Agent for administrative costs associated with the City undertaking the project. The City may also authorize a partial release of the escrow funds pursuant to the Agreement.
5. This Agreement shall not relieve Developer from the obligation to install and fully pay for the improvements necessary to complete the construction of the 44.78 Affordable Unit Equivalents. It is expressly understood and agreed among the Parties that this Escrow Agreement does not fulfill the Developer's responsibility to post a financial guarantee for construction of public improvements and landscaping or other improvements as may be required by the City Engineer and/or Chief Building Official under the Land Management Code or other City ordinances.

Escrow Agreement

2

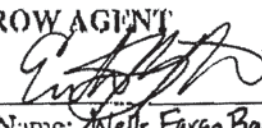
6. It is intended by the parties that the Escrow Agent's duties shall be solely administrative and that the funds held in the escrow account shall be disbursed only upon the written request or authorization of the City. It is agreed that Escrow Agent is not a party to nor bound by any of the contracts, documents, or instruments between Developer and City, and Escrow Agent shall not be liable for any loss or damage as long as it complies with the written request and authorization of the City. In the event legal action is commenced against Escrow Agent, the Escrow Agent shall be indemnified against its costs and expenses, including reasonable attorney's fees.
7. This Escrow Agreement is made solely for the benefit of Park City Municipal Corporation and confers no rights or interest on any other party, person or entity.

DEVELOPER

By: 
Print Name: GLENN GIRSBERGER
Title: MANAGER

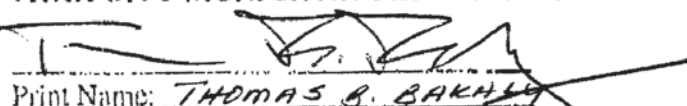
Mailing Address:

ESCROW AGENT

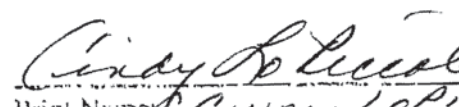
By:  Erik Bengtzen
Print Name: Wells Fargo Bank, N.A.
Title: Vice President

Mailing Address:

PARK CITY MUNICIPAL CORPORATION


Print Name: THOMAS B. BARKLEY
Title: CITY MANAGER

ATTEST:


Print Name: CINDY LOPEZ
Title: SK. CITY RECORDER



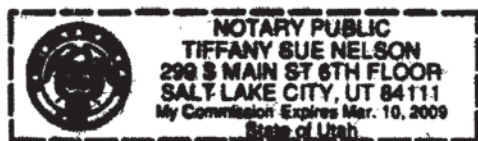
Escrow Agreement

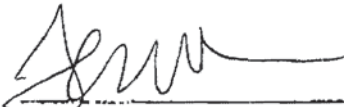
3

Individual Acknowledgment

STATE OF UTAH)
COUNTY OF SUMMIT) ss.

On this 18th day of January, 2007, before me, TIFFANY NELSON, the undersigned notary public, personally appeared ERIC BENNYSEN, personally known to me/proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same.

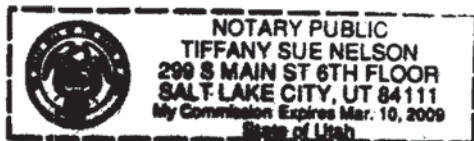


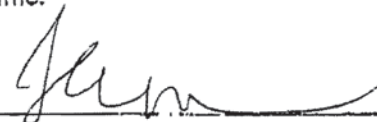

Notary Public

Individual Acknowledgment

STATE OF UTAH)
COUNTY OF SUMMIT) ss.

On this 18th day of January, 2007, before me, TIFFANY NELSON, the undersigned notary public, personally appeared GLENN GIRSBERGER, personally known to me/proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same.




Notary Public

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

Amending Lot 8, Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility

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

SURVEYOR'S CERTIFICATE

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

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

Signed this day of , 2016.

9239283
License No.

Jason T. Felt

BOUNDARY DESCRIPTION

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

Being a part of the West Half of Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian City, Morgan County, Utah.

Beginning of a point which is 3540.63 feet North 89°32'38" West along the Section line and 503.54 feet North 07°22'22" West to the Southeast corner of the Lot 10 also being on the West line of Round Valley Drive, and running thence two (2) courses along said Lot 10 as follows: (1) North 77°17'12" West 425.08 feet; (2) South 12°43'48" West 25.00 feet to the North line of Lot 5; thence North 77°16'12" West 260.51 feet along said North line to the Northwest corner thereof, being the Northwest corner of Lot 5; thence two (2) courses along said North line as follows: (1) North 72°46'08" West 81.81 feet; and (2) North 68°17'18" West 168.51 feet to the Eastern line of Gilmore Way and a point on the arc of a curve; thence five (5) courses along said Eastern line as follows: (1) Northeastly along said Eastern line and the arc of a 250.00 foot Radius curve to the left a distance of 232.56 feet (Delta angle equals 17°45'03"); thence North 67°30'28" West, and Long Chord bears South 13°37'00" West 231.43 feet; (2) North 44°42'29" East 148.10 feet to a point of curvature; (3) Northeastly along the arc of a 175.00 foot Radius curve to the right a distance of 141.32 feet (Delta angle equals 48°16'32"); thence South 85°15'31" East, and Long Chord bears South 27°32'30" West 137.51 feet; (4) North 15°00'31" East 115.16 feet to a point of curvature; and (5) Northeastly along the arc of a 225.00 foot Radius curve to the right a distance of 68.64 feet (Delta angle equals 17°29'44"); thence North 38°59'29" West, and Long Chord bears South 42°16'08" West 68.38 feet to the Southeast corner of Lot 8; thence South 27°31'00" East 224.48 feet along the Southeast line of said Lot 8 to the most Southerly Corner thereof, being the Northwest corner of Lot 7; thence South 31°15'55" West 248.40 feet to the Southeast corner of the said Lot 7; thence North 68°18'12" East 580.89 feet along the Southerly line of said Lot 7 to the Southeast corner thereof, being on the West line of Round Valley Drive; thence three (3) courses along said West line as follows: (1) South 13°49'00" East 87.29 feet to a point of curvature; (2) Southerly along the arc of a 970.00 foot Radius curve to the right a distance of 688.43 feet (Delta angle equals 20°54'35"); thence South 78°11'00" West, and Long Chord bears North 0°38'18" East 484.26 feet; and (3) South 15°05'35" West 15.10 feet to the point of beginning.

Contains: 5.934 acres

NARRATIVE

This Subdivision plat was requested by Mr. Morgan Busch for the purpose of amending the subdivision plat of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility, Park City, Summit County, Utah for IHC Health Services, Inc.

A line bearing South 89°32'38" East between the Southwest Corner and the Southeast Corner of Section 35, Township 1 South, Range 4 East was used as the basis of bearings.

Lot corners were monumented as shown.

OWNER'S CERTIFICATION

The undersigned, being the owner of the herein described tracts of land, hereby sets apart and subdivides the same into the lots as shown on this plat. Except as otherwise specified, any and all easements shown on this plat shall be, and remain private for the sole and exclusive use of the center of Lots 8 and 12.

Signed this day of , 2016

IHC Health Services, Inc., a Utah nonprofit corporation.

ACKNOWLEDGMENT

State of Utah
County of Summit

The foregoing instrument was acknowledged before me this day of , 2016 by .

Residing At: A Notary Public commissioned in Utah

Commission Number: _____
Commission Expires: _____

Print Name

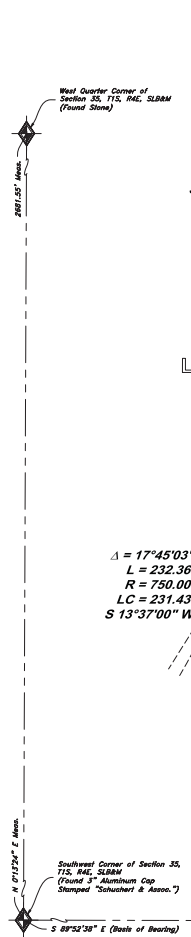
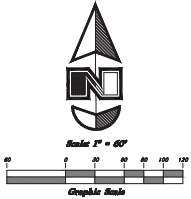
SUMMIT COUNTY RECORDER

ENTRY NO. _____ FILED FOR RECORD AND
RECORDED IN BOOK _____ OF OFFICIAL
RECORDS, PAGE _____, RECORDED
FOR _____

SUMMIT COUNTY RECORDER

BY: _____ DEPUTY

04/26/2016-Amendment 2



Line	Bearing	Length
L1	N 4°45'00" W	76.55'
L2	N 21°59'00" E	102.68'
L3	N 41°50'31" E	118.44'
L4	N 62°24'38" E	128.65'
L5	N 60°04'52" E	225.53'

PARK CITY ENGINEER
I hereby certify that I have had this Plat reviewed by this office and it is correct in accordance with available information on file in this office.
Signed this day of , 2016.

PARK CITY PLANNING COMMISSION
Approved and Accepted by the Park City Planning Commission on this day of , 2016.

PARK CITY COUNCIL APPROVAL
Presented to the Park City Council this day of , 2016, at which time this plat was approved.

APPROVAL AS TO FORM
Approved as to form on this day of , 2016.

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
Reviewed for conformance to Snyderville Basin Water Reclamation District standards on this day of , 2016.

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



May 23, 2007

IHC Hospitals, Inc

Sent by email

NOTICE OF PLANNING COMMISSION ACTION

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

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

Findings of Fact:

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

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

Conclusions of Law:

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

Conditions of Approval:

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

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

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

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

Sincerely,

Brooks T. Robinson
Principal Planner



October 28, 2014

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

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

NOTICE OF PLANNING COMMISSION ACTION

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

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

Findings of Fact:

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

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

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

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

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

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

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

Conclusions of Law:

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

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

Conditions of Approval:

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

be made to the Planning Department prior to installation of any temporary or permanent signs.

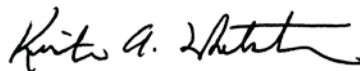
8. Exterior building materials and colors and final design details must be in substantial compliance with the elevations, color and material details exhibits and photos reviewed by the Planning Commission on October 8, 2014, match and/or complement the existing building, and shall be approved by staff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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Kirsten A. Whetstone".

Kirsten Whetstone
Senior Planner

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



February 2, 2016

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

NOTICE OF PLANNING COMMISSION ACTION

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

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

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

Findings of Fact

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

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

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

approximately 41,000 square feet.

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

area will be at approximately 85%.

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

Conclusions of Law:

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

loss of community amenities.

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

Conditions of Approval:

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

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

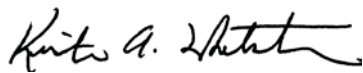
9. In order to create a separate lot of record for the Peace House, a plat amendment application would be required to be submitted to the City.

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

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

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

Sincerely,



Kirsten Whetstone, MS, AICP
Senior Planner

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

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

SEPTEMBER, 2014

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

The initial phase started construction in 2007.

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

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

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

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

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

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

Original Phasing Plan - Initial Development

<i>Hospital –</i>	122,000 square foot building (13,000 square feet shelled)
<i>Medical Offices -</i>	18,000 square feet in hospital building

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

<i>Parking -</i>	327 surface parking spaces
	92 structured/screened parking spaces

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

<i>Trails -</i>	All trails deeded Trail paved to hospital	
<i>Affordable Housing -</i>	Units Required for Hospital	12.7
	Units Required for Medical Offices	4.8
	Units Provided	45.0
Units Required for Medical Offices owned by physicians as part of the Medical Support area of the campus. These units will be the responsibility of the owner of the building.		

Original Phasing Plan - 1st Addition

<i>Hospital –</i>	Complete 13,000 square feet of shelled space	
<i>Medical Offices -</i>		
<i>Medical Support -</i>	One 25,000 square foot building for medical offices	
<i>Parking -</i>	83 surface parking spaces	
	The planning of the medical support buildings has not been completed at this time. Generally, medical office buildings have 3 parking spaces per 1,000 square feet	
<i>Trails -</i>	No changes	
<i>Affordable Housing -</i>	Units Required for Hospital	2.9
	Units Required for Medical Offices	
	Units Provided	With the initial phase
	Units Required for Medical Support	
	These units will be the responsibility of the owner of the building	

Currently Built

<i>Hospital –</i>	135,458 square foot building
<i>Medical Offices -</i>	18,000 square feet in hospital building
<i>Medical Support -</i>	One 24,424 square foot building (Summit County Public Health and People's Health Building)
	One 24,730 square foot building for medical offices (Physicians Holdings Building)
<i>Parking -</i>	327 surface parking spaces at hospital
	92 structured/screened parking spaces at hospital

172 spaces for medical support on campus

Trails - All trails deeded
All trails paved

<i>Affordable Housing -</i>	Units Required for Hospital	20.2
	Units Required for Intermountain Medical Support Space	4.8
	Units Required for Physician Holdings	5.0
	Units Required for Summit County (lease)	5.8 (Per ground
	Units Provided at Park City Heights	44.78

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

Changes from Original Phasing Plan

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

Original Phasing Plan - 2nd Addition

<i>Hospital –</i>	93,000 square foot addition to the building
<i>Medical Offices -</i>	32,000 square foot addition to the hospital building for medical offices

Medical Support - None

Parking - 703 structured/screened parking spaces

Trails - No changes

<i>Affordable Housing -</i>	Units Required for Hospital	15.6
	Units Required for Medical Offices	8.7
	Units Provided	13 additional UEs
	Units Required for Medical Support	None

Current Proposed Medical Support Project

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

Changes from Original Phasing Plan

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

Future Proposed Hospital Additions for this Phase

<i>Timing -</i>	The best estimates by the hospital are that the next hospital additions will be built between 2019 and 2025.	
<i>Hospital –</i>	Up to 65,000 square feet to be added in one or two additions to existing building	
<i>Medical Offices -</i>	None	
<i>Medical Support -</i>	None	
<i>Parking -</i>	51 existing screened surface parking spaces behind the hospital would be replaced by a new parking structure 156 stall new parking structure to be built behind the new building	
<i>Trails -</i>	No changes to trail system	
<i>Affordable Housing -</i>	Units Required for Hospital	30.1
	Units Required for Intermountain Medical Support Space	23.3
	Units Required for Physician Holdings	5.0
	Units Required for Summit County (Per ground lease)	5.8
	Units Provided at Park City Heights	44.78
	New units to be provided by Intermountain	9.5
The new units to be provided by Intermountain could be part of an institutional affordable housing project located on Lot 8, such as Peace House or patient family housing (ie Ronald McDonald House). If an appropriate institutional affordable housing project is not found, then Intermountain will need to partner with another affordable housing project in the community to meet its requirement.		

Changes from Original Phasing Plan

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

Original Phasing Plan - Full Build Out

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

Amended Phasing Plan – Full Build Out Phase

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

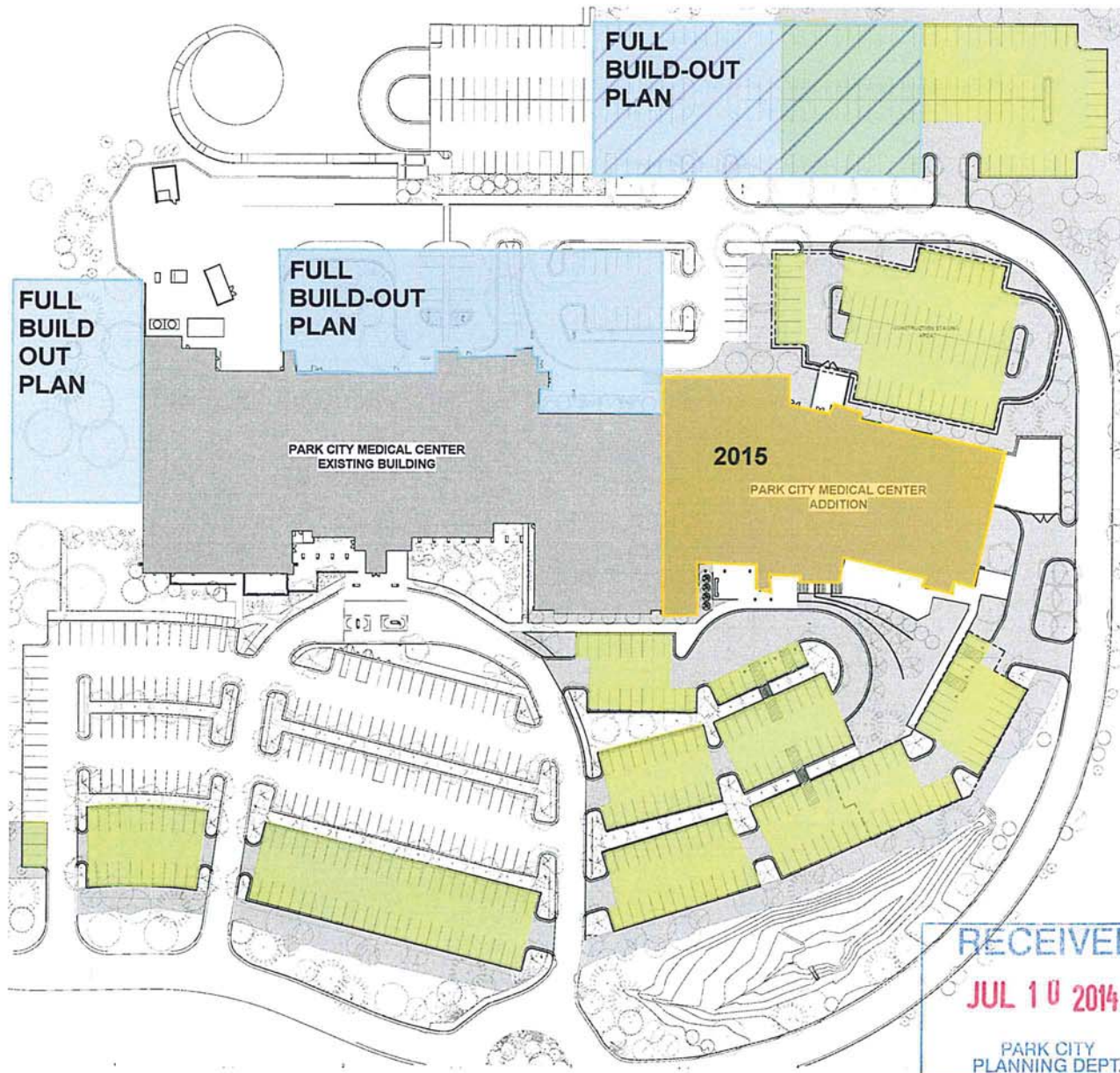
Units Provided at Park City Heights	44.78
Units provide during 2 nd addition	9.5
New units to be provided by Intermountain	13.8

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

Changes from Original Phasing Plan

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

INTERMOUNTAIN PKMC HOSPITAL EXPANSION
MASTER PLAN AMENDMENT - PARKING EXCEPTION



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

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

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

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

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

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

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

*** sf = Square Feet

**PARK CITY MEDICAL CENTER
MEDICAL CAMPUS**

**HOUSING MITIGATION PLAN
PARK CITY HOUSING AUTHORITY
REVISED 1st AMENDMENT**

JANUARY 18, 2017

Background

The annexation agreement between Park City and Intermountain Healthcare included the elements of affordable housing that needed to be provided as part of the development of the annexation area. The base employee affordable housing associated with the hospital at full build out was 44.78 units. This part of the affordable housing obligation was to be satisfied by the donation of Lot 4 of the subdivision to Park City, and the construction of the units. These units were eventually relocated from Lot 4 and included in the Park City Heights project.

There were 10.47 affordable housing units associated with the USSA facility. These units were deferred.

There were 34.98 affordable housing units associated with the Medical Support density on the campus.

The affordable housing obligation of 5.83 units for Lot 7 was assumed by Physician Holdings when they purchased that lot from Intermountain. The affordable housing obligation of 5.83 units for Lot 10 was assumed by Summit County when Lot 10 and its density were ground leased to Summit County for the Public Health/People's Health Building.

In June 2016 the Housing Authority approved Intermountain Healthcare's housing mitigation plan which included approval of 12.5 units associated with Peace House, in recognition of the value of the ground lease that Intermountain signed with Peace House to provide the site for a new Peace House facility.

Intermountain has an obligation of 10.82 units of affordable housing remaining.

1st Amendment to the Housing Mitigation Plan

During the design of the Peace House, their team has increased the size of the project, and included additional elements that could qualify as affordable housing. A 1st amendment to the Housing Mitigation Plan was submitted by Intermountain in October 2106 to satisfy part of this remaining obligation by providing funding to Peace House to build additional space.

The submitted amendment proposed that additional space in Peace House could qualify as 7.07 units of affordable housing. Intermountain Healthcare proposed to provide \$1,007,206.34 (7.07 units at \$142,462 per unit) of funding to Peace House. This funding is contingent on the Park City Housing Authority's approval of this proposal.

When the Park City Housing Authority consider the 1st amendment in December 2016 there were concerns that Intermountain was not providing actual units for Intermountain employees, and therefore the amendment should not be approved. After the public hearing and Housing Authority deliberations, Intermountain was asked to continue the amendment and work with Peace House and city staff to develop a proposal with fewer AHUs, and a higher payment to Peace House per unit to reflect current construction costs. Intermountain agreed to continue the consideration of the 1st amended housing mitigation plan.

Subsequent discussions between Intermountain, Peace House and city staff have led to this revised proposal. Intermountain requests that 2 AHUs be credited, based on 2 new employee housing units (1,600 square feet) being added to the Peace House project, and an additional 2 AHUs be credited for 1,600 additional square feet of transitional housing being in the current plan. Intermountain agrees to fund these additions at \$255 per square foot, or \$204,000 per AHU. In exchange for the city approving this request for 4 AHUs Intermountain will provide funding to Peace House of \$816,000.

Intermountain believes this revised proposal is a good one since it addresses the Housing Authority's concerns about the number of additional AHUs provided to Peace House, and addresses Peace House's concerns about getting adequate funding to pay for the additional affordable housing units. This revised 1st amendment also respects the Intermountain Board's position that Intermountain is a not-for-profit healthcare company, not a home builder.

Future Affordable Housing

If this revised proposal is approved then Intermountain will have a remaining affordable housing obligation of 6.82 affordable housing units, which is tied to the full build out phase of the campus after 2025. Intermountain would look to partner with the city or other private developers to provide these units closer to the time Intermountain plans to request a CUP for the full build out space.



COMMUNITY DEVELOPMENT

February 16, 2017

Morgan Busch
Intermountain Health Care
36 South State Street, 8th Floor
Salt Lake City, Utah 84111

NOTICE OF HOUSING AUTHORITY APPROVAL

<u>Description:</u>	Revised 1st Amendment to Affordable Housing Mitigation Plan
<u>Project Title:</u>	Intermountain Health Care (IHC) Park City Medical Center Master Planned Development
<u>Date of Action:</u>	February 3, 2017

Summary of Housing Authority Action

On February 2, 2017 Park City Housing Authority approved a revised 1st Amendment to the Housing Mitigation Plan which proposed that IHC make a donation to the Peace House equal to an in-lieu fee payment of \$255 per square foot for 4 AUEs of 800 SF each or **\$816,000**.

This approval is contingent on Peace House building the associated space as presented.

Attached Exhibit A is the revised 1st Amendment proposal to the Housing Mitigation Plan submitted by IHC to Park City Municipal Corporation Housing staff.

If you have any questions about this Housing Mitigation Plan letter of approval, please contact Rhoda Stauffer. She can be reached at 435-615-5152 or via email at rhoda.stauffer@parkcity.org.

Sincerely,

Mayor Jack Thomas

22 February 2017

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

Dear Kirsten;

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

Sincerely,



Morgan Busch
Senior Strategic Planning Consultant

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

I. Development Densities and Land Uses

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

II. Development Patterns

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



December 14, 2016

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

NOTICE OF PLANNING COMMISSION ACTION

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

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

Findings of Fact

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

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

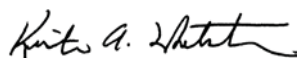
approval of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility amended subdivision plat recorded at Summit County on November 25, 2008, as well as conditions of approval of the IHC MPD, as amended, including amendments to Conditions #16 and #17 of the October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

8. Conditions #16 and #17 of the October 8, 2014 approval of the First Amended IHC MPD shall be amended, and reflected in the Development Agreement, as follows:

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

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

Sincerely,



Kirsten Whetstone, MS, AICP
Senior Planner

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

Planning Commission Staff Report



Application #: PL-16-03209
Subject: Deer Crest Master Planned Development and Settlement Agreement (Third Amendment to the Settlement Agreement)
Author: Kirsten Whetstone, MS, AICP- Senior Planner
Date: March 22, 2017
Type of Item: Master Planned Development/Recommendation to Council on Settlement Agreement Amendment

Summary Recommendations

Staff recommends the Planning Commission conduct a public hearing and approve a Third Amendment to the Deer Crest Master Planned Development and Settlement Agreement to suspend a requirement that Deer Hollow Road (aka Keetley Road) be physically disconnected at the time of development of the Deer Hollow Village (aka Slalom Village) parcel pursuant to the findings of fact, conclusions of law, and conditions of approval as stated herein.

Description

Applicant: Deer Crest Associates I, L.C., represented by Thomas G. Bennett, Ballard Spahr Law
Location: Deer Hollow Road in the vicinity of the Deer Crest Chairlift, within the Deer Crest Master Planned Development
Zoning: Recreation Commercial- Master Planned Development (RC-MPD)
Adjacent Land Uses: Deer Valley Resort, St. Regis Hotel and Residences, single family homes of Snowtop and Deer Crest Estates, and open space.
Reason for Review: Amendments to Master Planned Developments require Planning Commission review, public hearing, and final action by the Planning Commission. Settlement Agreement amendments require City Council review and final action, with recommendation from Planning Commission (as requested by the City Council).

Proposal

The applicant, Deer Crest Associates I, L.C., developer of the Deer Crest Master Planned Development community, is successor in interest to Trans Wasatch Company, L.L.C. and Park City Consolidated Mines Company in matters related to the Deer Crest Settlement Agreement (Settlement Agreement) dated December 29, 1995 (Exhibit E link). On June 9, 2016, the applicant submitted a request for a Third Amendment to the Settlement Agreement (which acts as the Master Planned Development for the property) to request that the requirement for a physical disconnection of Keetley Road (aka Deer Hollow Road) in the vicinity of a development parcel known as the Slalom Village parcel (aka Deer Hollow Village) be removed from the Agreement. The application was

considered complete on November 22, 2016.

The original purpose of the disconnect requirement was to prevent direct public through traffic between Jordanelle basin/US 40 and Park City. During development of Deer Crest, permanent gates were installed on the east and west entrances. These gates are guard controlled and are known as the east and west perimeter gates. According to the City Engineer, in 2009 or 2010 a crash gate was installed at the disconnect site but has since been removed.

On March 6, 2017, the applicant submitted a revised Third Amendment to the Settlement Agreement (Exhibit A) to request a suspension of the disconnect requirement and a revised letter (Exhibit B). The revised Third Amendment includes the Deer Crest Master Association (DCMA) as party to the Amendment. The DCMA is supportive of the Amendment and believes it is in the best interest of the Deer Crest community to suspend this requirement, provided however, that the east and west perimeter control gates remain in place and are managed in compliance with the agreements and original intent.

Wasatch County, Deer Valley Resort, JSSD special service district, and several home owners within Deer Crest Estates submitted letters in support (See Exhibit C- February 8, 2017, Planning Commission Staff Report and Exhibits). Exhibit A to the February 8, 2017 Staff Report, includes the Applicant's original letter and the following attachments:

Attachment 1- Excerpt from Settlement Agreement (existing disconnect language)
Attachment 2- Queen Ester Settlement Agreement and Release
Attachment 3- Letter to Mark Harrington dated August 1, 2013 with attachments
Attachment 4- Answers to Planning Department Questions
Attachment 5- Letter dated November 18, 2015 to Queen Ester HOA Board
Attachment 6- Letter to Park City Council from Wasatch County dated November 3, 2015.

Background

The Deer Crest Settlement Agreement (Agreement) by and between Park City Consolidated Mines Company and Trans-Wasatch Company, L.L.C and Park City Municipal Corporation was executed on December 29, 1995 (Exhibit E- link). A requirement for a physical disconnection of Keetley Road (aka Deer Hollow Road) in the vicinity of a development parcel known as the Slalom Village parcel (aka Deer Hollow Village) was included in this original Agreement. The original purpose of the disconnect requirement was to prevent direct public through access between the Jordanelle basin (Wasatch County)/Highway US 40 and Park City.

A First Amendment to the Agreement (aka the First Amendment to the Telemark Park Settlement Agreement) was approved by City Council on April 8, 1997. Items of the First Amendment included the following: 1) clarified density, use and configuration, and location of the development areas; 2) addressed timing of annexation of and permit issuance for the Snowtop/Hidden Hollow, Slalom Village, and Roosevelt Gap

Areas; 3) moved the previous 20,000 sf ski academy (and parking limitation) from the Slalom Village Area to Telemark Park Village (aka Jordanelle Village Resort) outside of the east perimeter gate and increased the single family lots by one to five (5); 4) added right to construct ski runs and lifts to the section pertaining to the right to construct roads under certain conditions, and 5) included additional stipulations related to ski lifts, ski runs, open space, trails, other road construction, gates, utilities, and ski runs.

A Second Amendment to the Agreement (aka the Second Amendment to the Telemark Park Settlement Agreement) was approved by City Council on April 6, 2001. The purpose of the Second Amendment was to increase the density of Hidden Hollow subdivision by one single family lot, thus increasing the total number of single family lots lying west of the east perimeter gate by one to 151 (from 150) and increasing the total number of units by one to 546 units (from 545); amending related exhibits, and amending the annexation agreement for Alternative A for the Roosevelt Gap/Snow Park Hotel Area (now known as the St. Regis Resort approved with the Deer Crest Hotel Conditional Use Permit) to allow the Planning Commission to approve up to 105 overnight parking spaces at Roosevelt Gap.

The Settlement Agreement property consists of approximately 678 acres, of which 523 are located within Wasatch County and 155 acres are located within Summit County. The property is generally located between Deer Valley Drive East and US 40. At the time of the Agreement a majority of the property was located within the unincorporated areas of these counties. The Settlement Agreement requires Property Owner and/or Homeowners' Association responsibility for the permanent maintenance of all perimeter gates, roads, hard surfaced pedestrian and bike pathways, including snow removal.

On December 17th, 1998, Park City annexed 253 acres of this property as the Deer Crest Annexation (Ordinance 98-53) and 84 acres as the Hidden Hollow Annexation (Ordinance 98-52). The remaining property was developed in unincorporated Wasatch County. Access to a majority of the Deer Crest Community is from US 40 at the Mayflower interchange via the east perimeter control gate (also known as the Jordanelle gate house). Access from Park City to the Deer Crest Community is from Deer Valley Drive to Queen Ester Drive and to Deer Hollow Road via the west perimeter control gates (also known as the Queen Ester gate house). (See Exhibit F- location maps and aerial photo of the Deer Crest area).

Two other parcels were developed in Park City, namely the Roosevelt Gap parcel with the St. Regis Hotel and the Snow Park Hotel parcel with the funicular connecting to Roosevelt Gap, parking, and two employee housing units and one residential condominium unit within the funicular building. Phases 2 and 3 of the St. Regis Hotel (aka Deer Crest Hotel CUP) (future residential condominiums) are also approved at the Snow Park Hotel site but have not been constructed. Parking and access through the west perimeter gates for the St. Regis Hotel (approved as the Deer Crest Hotel CUP) is subject to the Settlement Agreement, as amended, and is reflected in the

CUP conditions of approval. Access through the gates is also described in the Queen Ester Settlement Agreement.

No changes to the Deer Crest CUP are proposed with this application. Subject property, e.g. the general location of the required disconnect, is zoned Recreation Commercial- Master Planned Development (RC-MPD).

During construction of the St. Regis Hotel which was built between 2007-2010, the temporary disconnect (metal crash gates and boulders) was removed, according to statements made by the Applicant during the June 18, 2009 CUP Amendment Appeal hearings. Chief Building Official at that time made a determination that for health and safety reasons Keetley Road (aka Deer Hollow Road) should be opened and continually paved as long as the east and west perimeter gates were installed as permanent gates and monitored per the Agreements. The City Engineer recalls the CBO had requested crash gates to be installed at the disconnect site, however this was never done. The disconnection on Keetley Road was not re-installed as the east and west gates provided the controlled access to and from US 40 and Park City.

On June 9, 2016, the applicant submitted an application for an amendment to the Deer Crest MPD and a Third Amendment to the Settlement Agreement. The application was deemed complete upon submittal of a revised surrounding property owner mailing list and envelopes on November 22, 2016.

On February 8, 2017, the Planning Commission conducted a public hearing on the application and following public input and discussion continued the hearing to March 22, 2017 (See Exhibit D- minutes). The Commission was supportive of the requested amendment, as described by the applicant at the meeting. The applicant described the amendment as a request to suspend the disconnect requirement provided that the east and west perimeter gates were maintained and operated as specified in the Settlement Agreement preventing public through traffic on Deer Hollow Road. On March 6, 2017, the applicant submitted a revised Third Amended Settlement Agreement (Exhibit A) and a revised letter (Exhibit B).

Purpose of the RC Zone

The purpose of the Recreation Commercial (RC) District is to:

- A. allow for the Development of hotel and convention accommodations in close proximity to major recreation facilities,
- B. allow for resort-related transient housing with appropriate supporting commercial and service activities,
- C. encourage the clustering of Development to preserve Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of construction and municipal services,
- D. limit new Development on visible hillsides and sensitive view Areas,
- E. provide opportunities for variation in architectural design and housing types,
- F. promote pedestrian connections within Developments and to adjacent Areas,

- G. minimize architectural impacts of the automobile,
- H. promote the Development of Buildings with designs that reflect traditional Park City architectural patterns, character, and Site designs,
- I. promote Park City's mountain and Historic character by designing projects that relate to the mining and Historic architectural heritage of the City, and
- J. promote the preservation and rehabilitation of Historic Buildings

Process

Previous amendments to the Agreement were reviewed by the Planning Commission at the time of the proposed Deer Crest and Hidden Hollow Annexations and the Planning Commission made a recommendation to City Council on amendments to the Settlement Agreement items. Amendments to the Settlement Agreement require a Planning Commission recommendation to City Council and final action by the City Council.

Analysis

Settlement Agreement Amendment

The original purpose of the disconnect was to prevent Keetley Road (aka Deer Hollow Road) from becoming a through way for public access between Jordanelle basin/Highway US 40 and Park City. Historically the road was an unpaved county road. With development proposals for the Deer Crest property being reviewed by Wasatch County (aka Telemark Park) this required disconnect was seen as necessary to prevent through traffic and public access. The requirement was memorialized as part of the 1995 Settlement Agreement. With the Deer Crest development permanent manned control gates at the east and west entrances to the property were constructed.

The applicant contends that these manned gates effectively prevent public access through Deer Crest and this disconnect requirement at Slalom Village is no longer necessary (See Exhibit B- applicant's letter and attachments) and create issues with emergency access and internal circulation.

In 1996 a Settlement Agreement and Release was executed between the Queen Ester Village Project Owners Association, Trans Wasatch LLC, Deer Crest Associates I, L.C., and Park City Consolidated Mines (PCCM) (Trans Wasatch, Deer Crest and PCCM were the developers) (See Exhibit C- February 8, 2017 Staff report and Exhibits).

Included in this Queen Ester Settlement Agreement was a provision that allowed the removal of the physical disconnect at Slalom Village, if approved by Park City, "so as to permit and encourage the use of the east control gate as the point of entry and exit for commercial, oversized or trailering vehicles, and vehicles operating outside of specified hours of operation, subject to Developer's agreement to implement gate controls no less stringent than those set forth on Exhibit B hereto in the master covenants, conditions and restrictions for the Deer Crest Project..."

Master Planned Development Review Criteria

Master Planned Developments, and amendments to them, are to be reviewed according to the following applicable items as outlined in Section 15-6-5 of the Land Management

Code (LMC language in *italics*, **staff analysis in bold- only applicable criteria are included**).

(A) **DENSITY**. *The type of Development, number of units and Density permitted on a given Site will be determined as a result of a Site Suitability Analysis and shall not exceed the maximum Density in the zone, except as otherwise provided in this section. The Site shall be looked at in its entirety and the Density located in the most appropriate locations.*

No changes are proposed to the approved densities outlined in the Settlement Agreement, as amended. Slalom Village is one of the remaining undeveloped areas of the MPD. Section 5.2.3.1 states the density “shall not exceed 83 multi-family units (maximum 2,400 square feet per unit) with support commercial space up to 5% of the gross square footage and appropriate amenities and five (5) single-family lots (per 1st Amendment)”. Alternatively, the Agreement states “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) single-family lots are in addition to the five (5) lots (per 1st Amendment)...”

(B) **MAXIMUM ALLOWED BUILDING FOOTPRINT FOR MASTER PLANNED DEVELOPMENTS WITHIN THE HR-1 AND HR-2 DISTRICTS. (Not applicable)**

(C) **SETBACKS**. *The minimum Setback around the exterior boundary of an MPD shall be twenty five feet (25') for Parcels greater than one (1) acre in size. (No changes proposed)*

(D) **OPEN SPACE**. *All Master Planned Developments shall contain a minimum of sixty percent (60%) open space with open space as defined in LMC Chapter 15-15 with the exception of the General Commercial (GC) District, Historic Residential Commercial (HRC), Historic Commercial Business (HCB), Historic Residential (HR-1 and HR-2) zones, and wherein cases of redevelopment of existing Developments the minimum open space requirement shall be thirty percent (30%). (No changes proposed)*

(E) **OFF-STREET PARKING**. *The number of Off-Street Parking Spaces in each Master Planned Development shall not be less than the requirements of this Code, except that the Planning Commission may increase or decrease the required number of Off-Street Parking Spaces based upon a parking analysis submitted by the Applicant at the time of MPD submittal. (No changes proposed)*

(F) **BUILDING HEIGHT**. *The height requirements of the Zoning Districts in which an MPD is located shall apply except that the Planning Commission may consider an increase in height based upon a Site specific analysis and determination. The Applicant will be required to request a Site specific determination and shall bear the burden of proof to the Planning Commission that the necessary findings can be made. In order to*

grant Building height in addition to that which is allowed in the underlying zone, the Planning Commission is required to make findings, as stated in the LMC. **(No changes proposed)**

(G) SITE PLANNING. An MPD shall be designed to take into consideration the characteristics of the Site upon which it is proposed to be placed. The project should be designed to fit the Site, not the Site modified to fit the project. The following shall be addressed in the Site planning for an MPD:

(1) Units should be clustered on the most developable and least visually sensitive portions of the Site with common open space separating the clusters. The open space corridors should be designed so that existing Significant Vegetation can be maintained on the Site.

Clustering of units is provided for within the MPD with the Slalom Village development parcel identified and the area around it designated for open space.

(2) Projects shall be designed to minimize Grading and the need for large retaining Structures.

This requirement is also discussed in the Settlement Agreement/MPD with specific grading plans to be reviewed at the time of any Conditional Use Permit. This may be impacted if the disconnect is required and turn around areas are needed on each side of the disconnection for snow plows. Existing slopes are steep and large turn around areas will require large retaining structures.

(3) Roads, utility lines, and Buildings should be designed to work with the Existing Grade. Cuts and fills should be minimized.

This requirement, pertaining to Buildings, will be reviewed at the time of any Conditional Use Permit and/or subdivision plat. The MPD Amendment doesn't change the location of roads relative to Existing Grade, or cuts and fills, however if disconnect is required the turnaround areas for snow plows will require additional cut and fills.

(4) Existing trails should be incorporated into the open space elements of the project and should be maintained in their existing location whenever possible. Trail easements for existing trails are recorded on the subdivision plat. Construction of any new trails will be required consistent with the Park City Trails Master Plan.

The MPD Amendment will not make changes to trails or trail easements. If the disconnect is required to remain, pedestrian and cyclist access should not be restricted.

(5) Adequate internal vehicular and pedestrian/bicycle circulation should be provided. Pedestrian/ bicycle circulations shall be separated from vehicular circulation and may

serve to provide residents the opportunity to travel safely from an individual unit to another unit and to the boundaries of the Property or public trail system. Private internal Streets may be considered for Condominium projects if they meet the minimum emergency and safety requirements.

The proposed MPD Amendment allows internal vehicular and pedestrian/bicycle circulation for residents within the Deer Crest/Hidden Hollow/Snowtop/St Regis Hotel Neighborhood area, by keeping the loop open within the area (keeping the perimeter gates in place). There will continue to be relatively direct access between the various subdivisions and hotels within the development.

Additionally, service and delivery, employee vans, guests and owners of the St. Regis Hotel, approaching from US 40 and the east gate, will take a more direct route using Deer Hollow Road, as opposed to Deer Crest Estates Drive, a more circuitous route through a residential neighborhood. Creation of two dead end roads interrupts a loop route for internal circulation within (inside the two gates) the Deer Crest/Hidden Hollow/Snowtop/St. Regis Hotel Neighborhood.

This Settlement Agreement Amendment includes a provision for a gated emergency /utility road (one that does not allow general public vehicular access, but would allow pedestrian and bicycle access) to by-pass any future disconnect, as was previously identified in Section 5.2.3.5 and 5.2.3.8 specific to the conditions of development without annexation to Park City, now specifically permitted with development of Deer Hollow Village in event disconnect is required in the future.

During the February 8, 2017 work session the Planning Commission discussed and expressed support for allowing the gates to be opened for emergency situations, as determined by the Chief of Police, Sheriff, or Fire District, but there was not support of the Commission for opening the gates for general traffic overflow issues.

(6) The Site plan shall include adequate Areas for snow removal and snow storage. The landscape plan allows for snow storage Areas. The assumption is that snow should be able to be stored on Site and not removed to an Off-Site location.

Snow removal and snow storage for the Slalom Development parcel are not changed with the proposed MPD and Settlement Agreement Amendment. Specifics of snow removal and snow storage are reviewed at the time of the Conditional Use Permit review. Creation of two dead end roads interrupts a more efficient loop route for snow removal services, and requires two large turn around areas to be constructed. The road is relatively steep (about 10%) in this area and the terrain within the Slalom Village parcel slopes down from north to south at a 50-60% slope with the north side of the road steeper than the south.

(7) It is important to plan for trash storage and collection and recycling facilities. The Site plan shall include adequate Areas for trash dumpsters and recycling containers, including an adequate circulation area for pick-up vehicles. These facilities shall be enclosed and shall be included on the site and landscape plans for the Project. Pedestrian Access shall be provided to the refuse/recycling facilities from within the MPD for the convenience of residents and guests.

Creation of two dead end roads at Slalom Village interrupts a loop route for refuse and recycling collection within the Deer Crest neighborhood. Specifics of trash dumpsters and recycling containers, and the screening of these facilities, are reviewed at the time of the Conditional Use Permit review. The Settlement Agreement Amendment also includes a provision for a gated emergency /utility road (one that does not allow general public vehicular access) to by-pass any future required disconnect, similar to provisions identified in Section 5.2.3.5 and 5.2.3.8 which were specific to the conditions of development without annexation to Park City.

(8) The Site planning for an MPD should include transportation amenities including drop-off Areas for van and shuttle service, and a bus stop, if applicable.

The MPD encourages reduction of vehicular trips. A more direct route from US 40 to the Hotel for van and shuttle service and employee shuttles is more conducive to successful reduction in vehicular trips within the MPD.

(9) Service and delivery Access and loading/unloading Areas must be included in the Site plan. The service and delivery should be kept separate from pedestrian Areas.

Site specific items regarding service and delivery and loading/unloading areas are reviewed at the time of a Conditional Use Permit. See #5 for service and delivery vehicle circulation within the MPD.

*(H) **LANDSCAPE AND STREETScape**. A complete landscape plan must be submitted with the MPD application. The landscape plan shall comply with all criteria and requirements of LMC Section 15-5-5 (M) Landscaping. All noxious weeds, as identified by Summit County, shall be removed from the Property in accordance with the Summit County Weed Ordinance prior to issuance of Certificates of Occupancy. Lighting must meet the requirements of LMC Chapter 15-5, Architectural Review. **(Not Applicable)***

*(I) **SENSITIVE LANDS COMPLIANCE**. All MPD Applications containing any Area within the Sensitive Areas Overlay Zone will be required to conduct a Sensitive Lands Analysis and conform to the Sensitive Lands Provisions, as described in LMC Section 15-2.21. **(Not Applicable)***

*(J) **EMPLOYEE/AFFORDABLE HOUSING**. MPD Applications shall include a housing mitigation plan which must address employee Affordable Housing as required by the*

adopted housing resolution in effect at the time of Application. The applicant is current on affordable housing requirements to date. **(No changes)**

(K) **CHILD CARE.** A Site designated and planned for a Child Care Center may be required for all new single and multi-family housing projects if the Planning Commission determines that the project will create additional demands for Child Care. **(No changes)**

(L) **MINE HAZARDS.** All MPD applications shall include a map and list of all known Physical Mine Hazards on the property and a mine hazard mitigation plan.

The approved MPD and Settlement Agreement do not include conditions related to this item. Staff recommends a condition be added to require this MPD criteria be addressed with the Conditional Use Permit application for Slalom village development in the future. Mine Hazards were added as review criteria when the LMC was recently amended.

(M) HISTORIC MINE WASTE MITIGATION. *For known historic mine waste located on the property, a soil remediation mitigation plan must be prepared indicating areas of hazardous soils and proposed methods of remediation and/or removal subject to the Park City Soils Boundary Ordinance requirements and regulations. See Title Eleven Chapter Fifteen of the Park City Municipal Code for additional requirements.*

The approved MPD and Settlement Agreement do not include conditions related to this item. Staff recommends a condition be added to require this MPD criteria be addressed with the Conditional Use Permit application for Slalom village development in the future. Historic Mine Waste Mitigation was added as review criteria when the LMC was recently amended.

(N) GENERAL PLAN REVIEW. *All MPD applications shall be reviewed for consistency with goals and objectives of the Park City General Plan, however such review for consistency shall not alone be binding.*

Staff considered in review of the amendment the following items.

- **Maintain Park City's resort and neighborhood character**
- **Protect neighborhoods from impacts of development**
- **Provide pedestrian amenities and connections**
- **Efficient provisions of services and emergency response**
- **Efficient vehicular circulation/best transportation practices/no conflicts with transportation /reduction of trips**

(O) HISTORIC SITES. *All MPD applications shall include a map and inventory of Historic Structures and Sites on the Property and a Historic Structures Report, as further described on the MPD application. The Historic Structures Report shall be prepared by a Qualified Historic Preservation Professional.*

The approved MPD and Settlement Agreement do not include conditions related to this item. Staff recommends a condition be added to require this MPD criteria be addressed with the Conditional Use Permit application for Deer Hollow Village

(aka Slalom Village) development in the future. Historic Sites criteria were added as review criteria when the LMC was recently amended.

Department Review

This project has gone through an interdepartmental review at a Development Review meeting consisting of various City Departments and various service providers. Service providers at the meeting, both emergency service and utility providers, expressed support for the elimination of the disconnection, for reasons of better emergency access and more efficient delivery and provision of services to the area (or to keep the current situation intact).

On November 12, 2013, the Deer Crest Interlocal Development Services Committee met. One of the agenda items was a presentation from the applicant's attorney, Mr. Thomas Bennett. Following discussion of the Settlement Agreement amendment related to the disconnection of Deer Hollow Road, the committee expressed support for the amendment to permanently remove a required disconnection and rely on the east and west perimeter gates to control access. The Development Services Committee also met on February 7, 2017, and confirmed support for the amendment.

Notice

On November 30, 2016, the property was posted and notices of the public hearing were mailed to property owners within the Deer Crest HOA as well as to property owners within 300 feet of the lower west perimeter gate, including the Queen Ester and lower Solamere neighborhoods. Legal notice was published in the Park Record, on the City Website, and on the Utah Public Notice Website on November 26, 2016.

Public Input

Planning Staff mailed out approximately 400 letters to property owners within the Deer Crest community as well as those within 300 feet of the west perimeter control gate. Staff received numerous letters in support of the amendment that were provided with the February 8, 2017 report (Exhibit C).

Recommendations

Staff recommends the Planning Commission conduct a public hearing and approve a Third Amendment to the Deer Crest Master Planned Development and a positive recommendation to Council to amend the Settlement Agreement to suspend a requirement that Deer Hollow Road be physically disconnected at the time of development of the Deer Hollow Village (aka Slalom Village) parcel pursuant to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. The Deer Crest Settlement Agreement (Agreement) by and between Park City Consolidated Mines Company and Trans-Wasatch Company, L.L.C and Park City Municipal Corporation was executed on December 29, 1995.
2. A requirement for a physical disconnection of Keetley Road (aka Deer Hollow Road) in the vicinity of a development parcel known as the Slalom Village

- parcel (aka Deer Hollow Village) was included in this original Agreement.
3. The original purpose of the disconnect requirement was to prevent direct public through traffic between Jordanelle basin/US 40 and Park City.
 4. During development of Deer Crest, permanent gates were installed on the east and west entrances. These east and west gates are guard controlled and are known as the east and west perimeter gates.
 5. In 1996 a Settlement Agreement and Release was executed between the Queen Ester Village Project Owners Association, Trans Wasatch LLC, Deer Crest Associates I, L.C., and Park City Consolidated Mines (PCCM) (Trans Wasatch, Deer Crest and PCCM were the developers).
 6. Included in this Queen Ester Settlement Agreement was a provision that allowed the removal of the physical disconnect at Slalom Village, if approved by Park City, "so as to permit and encourage the use of the east control gate as the point of entry and exit for commercial, oversized or trailering vehicles, and vehicles operating outside of specified hours of operation, subject to Developer's agreement to implement gate controls no less stringent than those set forth on Exhibit B hereto in the master covenants, conditions and restrictions for the Deer Crest Project..."
 7. A First Amendment to the 1995 Deer Crest Settlement Agreement (aka the First Amendment to the Telemark Park Settlement Agreement) was approved by City Council on April 8, 1997.
 8. Items of the First Amendment included the following: 1) clarified density, use and configuration, and location of the development areas; 2) addressed timing of annexation of and permit issuance for the Snowtop/Hidden Hollow, Slalom Village, and Roosevelt Gap Areas; 3) moved the previous 20,000 sf ski academy (and parking limitation) from the Slalom Village Area to Telemark Park Village (aka Jordanelle Village Resort) outside of the east perimeter gate and increased the single family lots by one to five (5); 4) added right to construct ski runs and lifts to the section pertaining to the right to construct roads under certain conditions, and 5) included additional stipulations related to ski lifts, ski runs, open space, trails, other road construction, gates, utilities, and ski runs.
 9. A Second Amendment to the 1995 Deer Crest Settlement Agreement (aka the Second Amendment to the Telemark Park Settlement Agreement) was approved by City Council on April 6, 2001.
 10. The purpose of the Second Amendment was to increase the density of Hidden Hollow subdivision by one single family lot, thus increasing the total number of single family lots lying west of the east perimeter gate by one to 151 (from 150) and increasing the total number of units by one to 546 units (from 545); amending related exhibits, and amending the annexation agreement for Alternative A for the Roosevelt Gap/Snow Park Hotel Area (now known as the St. Regis Resort approved with the Deer Crest Hotel Conditional Use Permit) to allow the Planning Commission to approve up to 105 overnight parking spaces at Roosevelt Gap.
 11. The 1995 Deer Crest Settlement Agreement property consists of approximately 678 acres, of which 523 are located within Wasatch County and 155 acres are located within Summit County.

12. The property is generally located between Deer Valley Drive East and US 40.
13. At the time of the Agreement a majority of the property was located within the unincorporated areas of these counties.
14. The Deer Crest Settlement Agreement requires Property Owner and/or Homeowners' Association responsibility for the permanent maintenance of all perimeter gates, roads, hard surfaced pedestrian and bike pathways, including snow removal.
15. On December 17th, 1998, Park City annexed 253 acres of this property as the Deer Crest Annexation (Ordinance 98-53) and 84 acres as the Hidden Hollow Annexation (Ordinance 98-52). The remaining property was developed in unincorporated Wasatch County.
16. Access to a majority of the Deer Crest Community is from US 40 at the Mayflower interchange via the east perimeter control gate (also known as the Jordanelle gate house). Access from Park City to the Deer Crest Community is from Deer Valley Drive to Queen Ester Drive and to Deer Hollow Road via the west perimeter control gates (also known as the Queen Ester gate house).
17. Two other parcels were developed in Park City, namely the Roosevelt Gap parcel with the Deer Crest Hotel CUP (St. Regis Hotel) and the Snow Park Hotel parcel with the funicular connecting to Roosevelt Gap, parking, and two employee housing units and one residential condominium unit within the funicular building, also as part of the approved Deer Crest Hotel CUP.
18. Phases 2 and 3 of the St. Regis Hotel (aka Deer Crest Hotel CUP) (future residential condominiums) are also approved at the Snow Park Hotel site but have not been constructed. Parking and access through the west perimeter gates for the St. Regis Hotel (approved as the Deer Crest Hotel CUP) is subject to the Settlement Agreement, as amended, and as reflected in the Deer Crest Hotel CUP conditions of approval.
19. Access through the gates is also described in the Queen Ester Settlement Agreement executed on August 1, 1996.
20. The applicant, Deer Crest Associates I, L.C., developer of the Deer Crest Master Planned Development community, is successor in interest to Trans Wasatch Company, L.L.C. and Park City Consolidated Mines Company in matters related to the Deer Crest Settlement Agreement dated December 29, 1995.
21. On June 9, 2016, the applicant submitted a request for a Third Amendment to the Settlement Agreement (which acts as the Master Planned Development for the property) to suspend a requirement for a physical disconnection of Keetley Road (aka Deer Hollow Road) in the vicinity of a development parcel known as the Slalom Village parcel (aka Deer Hollow Village).
22. The application was considered complete on November 22, 2016 upon submittal of a revised surrounding property owner mailing list and envelopes on November 22, 2016.
23. Subject property, e.g. the general location of the required disconnect, is zoned Recreation Commercial- Master Planned Development (RC-MPD).
24. Deer Crest Master Association (DCMA), as owner and responsible party for the roads and gates within the Deer Crest Development, is party to this Third

Amendment.

25. Wasatch County, Deer Valley Resort, JSSD special service district, the Deer Crest Master Association, and Deer Valley Resort submitted letters in support of this amendment.
26. Staff received numerous letters in support of this amendment from home owners within Deer Crest Estates.
27. This proposed Third Amended Settlement Agreement does not request changes to the approved Deer Crest Hotel CUP, or any of the other development parcels within the Deer Crest Development area.
28. On February 8, 2017, the Planning Commission conducted a public hearing on the Third Amended Settlement Agreement and Deer Crest Development MPD.
29. A representative from Deer Valley Resort spoke in favor of the requested Third Amendment to suspend the disconnect requirement.
30. A property owner from the Deer Crest community also spoke in favor of the requested Third Amendment to suspend the disconnect requirement, reiterating the adverse effects of the requirement, as stated in many of the letters received regarding this amendment.
31. A property owner from the Snow Top Subdivision also expressed many of the same concerns with the requirement to disconnect Deer Hollow Road.
32. The managing partner of the St. Regis Resort, a property that is located within the east and west perimeter gates, also spoke in favor of the requested amendment.
33. No changes are proposed to approved parcel densities outlined in the Settlement Agreement, as amended. Slalom Village (aka Deer Hollow Village) is one of the remaining undeveloped areas of the MPD. Section 5.2.3.1 states the density “shall not exceed 83 multi-family units (maximum 2,400 square feet per unit) with support commercial space up to 5% of the gross square footage and appropriate amenities and five (5) single-family lots (per 1st Amendment)”. Alternatively, the Agreement states “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) single-family lots are in addition to the five (5) original lots.
34. No changes are proposed to setbacks, open space, off-street parking, building height, landscaping, sensitive lands compliance, affordable housing requirements, child care, trails, clustered development site planning, grading and retaining walls, as outlined in the Settlement Agreement, as amended.
35. The proposed MPD and Third Settlement Agreement Amendment allows internal vehicular and pedestrian/bicycle circulation for residents within the Deer Crest/Hidden Hollow/Snowtop/St Regis Hotel Neighborhood area, by keeping the loop open within the area (keeping the perimeter gates in place). There will continue to be relatively direct access between the various subdivisions and hotels within the development.
36. Additionally, service and delivery, employee vans, guests and owners of the St. Regis Hotel, approaching from US 40 and the east gate, will take a more direct route using Deer Hollow Road, as opposed to Deer Crest Estates Drive, a more

circuitous route through a residential neighborhood. Creation of two dead end roads interrupts a loop route for internal circulation within (inside the two gates) the Deer Crest/Hidden Hollow/Snowtop/St. Regis Hotel Neighborhood.

37. The MPD and Third Settlement Agreement amendment includes a provision for a gated emergency /utility road at the Deer Hollow Village location (one that does not allow general public access) in the event a permanent disconnect is required at some time in the future.
38. Snow removal and snow storage for the Deer Hollow Village parcel are not changed with the proposed MPD Amendment. Specifics of snow removal and snow storage are reviewed at the time of the Conditional Use Permit review. Creation of two dead end roads interrupts a more efficient loop route for snow removal services, and requires two large turn around areas to be constructed. The road is relatively steep (about 10%) in this area and the terrain within the Slalom Village parcel slopes down from north to south at a 50-60% slope with the north side of the road steeper than the south.
39. Creation of two dead end roads at Deer Hollow Village interrupts a loop route for refuse and recycling collection within the Deer Crest neighborhood. Specifics of trash dumpsters and recycling containers, and the screening of these facilities, are reviewed at the time of the Conditional Use Permit review.
40. The MPD and Third Settlement Agreement Amendment encourages reduction of vehicular trips. A more direct route from US 40 to the Hotel for van and shuttle service and employee shuttles will contribute to a reduction in vehicular trips within the Deer Crest Development area and the west entrance gates.
41. Site specific items regarding service and delivery and loading/unloading areas are reviewed at the time of a Conditional Use Permit.
42. Mine Hazards and Historic Mine Waste mitigation will be identified and reviewed at the time of the Conditional Use Permit.
43. Historic Structures and any required mitigation measures will be identified and reviewed at the time of the Conditional Use Permit.
44. Best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building programs and codes adopted by the Park City Building Department in effect at the time of the Conditional Use Permit Application, will be reviewed at the time of the Conditional Use Permit.
45. The MPD and Third Settlement Agreement Amendment were reviewed for consistency with goals and objectives of the Park City General Plan and found to maintain Park City's resort and neighborhood character, protect neighborhoods from impacts of development, provide pedestrian amenities and connections, promote efficient delivery of services and emergency response, provide efficient vehicular circulation and promote reduction of vehicular trips.
46. On November 30, 2016, the property was posted and notices of the public hearing were mailed to property owners within the Deer Crest Master HOA as well as to property owners within 300 feet of the lower west perimeter gate, including the Queen Ester and lower Solamere neighborhoods.

47. Legal notice was published in the Park Record, on the City Website, and on the Utah Public Notice Website on November 26, 2016.

Conclusions of Law

1. The MPD and Settlement Agreement amendment complies with all the requirements of the Land Management Code.
2. The MPD and Settlement Agreement amendment meets the minimum requirements of Section 15-6-5 of the LMC Code.
3. The MPD and Settlement Agreement amendment provides the highest value of open space, as determined by the Planning Commission.
4. The MPD and Settlement Agreement amendment strengthens and enhances the resort character of Park City.
5. The MPD and Settlement Agreement amendment compliments the natural features on the Site and preserves significant features or vegetation to the extent possible.
6. The MPD and Settlement Agreement amendment is Compatible in Use, scale and mass with adjacent Properties, and promotes neighborhood Compatibility and protects residential neighborhoods and Uses.
7. The MPD and Settlement Agreement amendment provides amenities to the community so that there is no net loss of community amenities.
8. The MPD and Settlement Agreement amendment is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
9. The MPD and Settlement Agreement amendment meets the provisions of the Sensitive Lands requirements of the Land Management Code. The project has been designed to place Development on the most developable Land and least visually obtrusive portions of the Site.
10. The MPD and Settlement Agreement amendment promotes the Use of non-vehicular forms of transportation through design and by providing trail connections.
11. The MPD and Settlement Agreement amendment has been noticed and public hearing held in accordance with this Code.
12. The MPD and Settlement Agreement amendment incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building programs and codes adopted by the Park City Building Department in effect at the time of the Application.
13. The MPD and Settlement Agreement Amendment, as conditioned, addresses Historic Sites and Mine Hazard Waste.

Conditions of Approval

1. All provisions, requirements, regulations, and conditions of approval of the 1995 Deer Crest Settlement Agreement, as amended, continue to apply.

2. Historic Sites and Structures on the property shall be identified and any required mitigation measures shall be taken into consideration during Planning Commission review of the Conditional Use Permit application for the Deer Hollow Village parcels.
3. Mine Hazard Waste shall be identified and any required mitigation shall be taken into consideration during Planning Commission review of the Conditional Use Permit application for the Deer Hollow Village parcels.
4. Best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building programs and codes adopted by the Park City Building Department in effect at the time of the Conditional Use Permit application, shall be reviewed by the Planning Commission during review of the Conditional Use Permit application for Deer Hollow Village parcels.
5. Approval of the Third Amendment to the Settlement Agreement by the City Council is a condition precedent to submittal of a Conditional Use Permit for development of the Deer Hollow Village parcels.
6. The Third Amendment to the Settlement Agreement shall be fully executed and recorded at Summit County within six (6) months of approval by City Council or this approval shall be null and void, unless a written request for an extension is submitted to the Planning Department and approved by the Planning Commission.

Exhibits

Exhibit A- Proposed Third Amendment to Deer Crest Settlement Agreement

Exhibit B- Applicant's revised letter

Exhibit C- February 8, 2017 Staff report and Exhibits ([link](#))

Exhibit D- Minutes of the February 8, 2017 Planning Commission meeting ([link](#))

Exhibit E- 1995 Settlement Agreement and Exhibits ([link 1](#) & [link 2](#))

Exhibit F- Aerial photo/map overview of Deer Crest area

THIRD AMENDMENT TO SETTLEMENT AGREEMENT

This THIRD AMENDMENT TO SETTLEMENT AGREEMENT ("Amendment") is made and executed as of _____, 2017 by and among DEER CREST ASSOCIATES I, L.C., a Utah limited liability company ("DCA"), DEER CREST MASTER ASSOCIATION, INC., a Utah non-profit corporation ("DCMA"), and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah ("City").

RECITALS

A. The City, Trans-Wasatch Company, L.L.C., a Utah limited liability company ("Trans-Wasatch"), and Park City Consolidated Mines Company, a Utah corporation ("ParkCon") entered into that certain Telemark Park Settlement Agreement dated December 29, 1995, as amended by that certain First Amendment to the Telemark Park Settlement Agreement dated April 8, 1997, and that certain Second Amendment to the Telemark Park Settlement Agreement dated April 6, 2001 (collectively, the "Settlement Agreement"), which agreement governed certain development rights within a residential development known as Deer Crest ("Project").

B. DCA acquired all of the interest of Trans-Wasatch and ParkCon in and to the Project, including all rights and obligations of Trans-Wasatch and ParkCon under the Settlement Agreement.

C. The Settlement Agreement contemplated that Keetley Road within the Project (now known and referred to herein as "Deer Hollow Drive") would be disconnected and that physical improvements would be placed on the historic location of such road in order to prevent through traffic use of Deer Hollow Drive.

D. In furtherance of a common plan of development for the Project, DCA adopted the Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest dated October 31, 1997, as amended (the "Master Declaration"), which sets forth master covenants, conditions and restrictions affecting the Project. Pursuant to the Master Declaration, DCA also created DCMA for the purposes set forth in the Master Declaration including, without limitation, for the purposes of owning, maintaining, and administering the common elements in the Project.

E. DCA has conveyed to DCMA all of the roads, open space parcels and other common elements in the Project, including Deer Hollow Drive.

F. The parties believe that it is in the best interest of the Project and the City that Deer Hollow Drive be preserved as a means of access through the Project, including access by emergency vehicles.

G. The parties desire to modify the Settlement Agreement to suspend the requirement to create a physical disconnect on Deer Hollow Drive in order to prevent through traffic over Deer Hollow Drive, and to remove any requirement that structures be built in the historic location of such road.

H. DCA, DCMA and the City desire to amend the Settlement Agreement as set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DCA, DCMA and the City hereby agree as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this Amendment shall have the meaning or meanings given to them in the Settlement Agreement. The foregoing recitals are true and correct and are incorporated herein by reference.

2. References to Keetley Road. All references in the Settlement Agreement to Keetley Road shall mean and refer to Deer Hollow Drive.

3. Continued Existence of Deer Hollow Drive. The requirement for a permanent physical disconnect of Deer Hollow Drive, at the Slalom Village location, is hereby suspended. Subject to the terms and conditions of this Amendment, Deer Hollow Drive shall remain a main road within the Project, and shall not be disconnected, either temporarily or permanently, except as provided herein.

4. Right to Relocate Deer Hollow Drive. DCA, its successors and assigns, shall have the right to relocate portions of Deer Hollow Drive, at its sole cost and expense, to accommodate the eventual development of Slalom Village and other properties within the Project.

5. Use of Deer Hollow Drive. Official vehicles of emergency service providers (police, fire and emergency medical) shall always be allowed to use Deer Hollow Drive to provide emergency services to properties, residents, guests and others within the Project. Otherwise, Deer Hollow Drive shall be for the exclusive use by the owners, guests, and invitees within the Project; provided, however, that Deer Hollow Drive may be used by members of the general public in the event of (i) an evacuation necessary to protect human life, (ii) a natural disaster, or (iii) a major public safety event, in each case as determined by the Park City Fire Marshall, Park City Police Chief, Wasatch County Fire Chief or other public safety officer of similar rank in Park City or Wasatch County. Without broadening the uses provided for in the immediately preceding sentence, the parties acknowledge and agree that traffic congestion or delays caused by weather, public or private events and gatherings, and other non-life endangering causes shall not be considered events of sufficient health and safety risk to justify or allow access to public traffic over Deer Hollow Drive.

6. Maintenance of Access Gates. The access gates on the east and west sides of the Project shall continue to be maintained and operated in accordance with the Settlement Agreement to prevent general public access through the Project between Highway 40 and Park City. DCMA shall maintain and operate the access gates, or shall cause the access gates to be maintained and operated, in accordance with the Settlement Agreement so as to prevent general public access through the Project between Highway 40 and Park City.

7. Failure to Maintain Access Gates. In the event that the City finds that the access gates on the east and west sides of the Project are not being maintained or operated in such manner so as to prevent general public access through the Project between Highway 40 and Park City, the City shall notify DCA and DCMA, in writing, of any such objectionable circumstance (each such circumstance, a “Gate Defect”), whereupon DCMA shall have sixty (60) calendar days to respond to each such notice and remedy the Gate Defect. In the event that a Gate Defect cannot reasonably be remedied within sixty (60) calendar days, DCMA will have such additional time as reasonably necessary to remedy the Gate Defect if it notifies the City of the manner in which the Gate Defect will be cured, and if appropriate corrective action is instituted within the initial sixty (60) calendar day period and is diligently pursued after the corrective action begins. In the event that the City continues to dispute the sufficiency of the maintenance and operation of the access gates after DCMA has taken the action it believes to be adequate to correct a Gate Defect, and the City and DCMA are unable to reach an agreement as to the appropriate action to be taken, such dispute shall be submitted for resolution in the Third Judicial District Court for State of Utah.

8. Reinstatement of Disconnect Requirement. In the event the failure to fully remedy a Gate Defect or other violation of the Settlement Agreement regulating access over Deer Hollow Drive and a court of competent jurisdiction determines that there has been an uncured default under the Settlement Agreement, the City may reinstate the Deer Hollow Drive disconnect requirement, and cause DCMA to construct, at its sole cost and expense, permanent gates, landscaping, boulders or other means to permanently disconnect Deer Hollow Drive and to render it unusable for travel between the east and west boundaries of the Project. The method and placement of the Deer Hollow Drive disconnect shall be determined by DCA and DCMA, but shall not impede the development of Slalom Village, and there shall be no requirement that the Primary Village Structure developed as part of Slalom Village be built to physically disconnect Deer Hollow Drive. In the event that the suspension of the disconnect requirement is terminated and the disconnect requirement is reinstated at some time in the future, a gated emergency bypass road that allows the passage of emergency and snow removal vehicles, as well as pedestrian and bicycle use, shall be constructed at the same time as the disconnect to create an emergency bypass around the constructed disconnect.

9. General Amendment of Settlement Agreement. Notwithstanding any specific reference, or lack thereof, in this Amendment, the Settlement Agreement is hereby amended to reflect the foregoing intent and agreement of the parties. Any provision of the Settlement Agreement inconsistent with this Amendment is hereby terminated or amended to be consistent with this Amendment.

10. Specific Amendments. Without limiting the generality of the foregoing provisions, and subject to the conditions set forth above, the Settlement Agreement is hereby amended as follows:

10.1. Section 5.2.3.2 of the Settlement Agreement is hereby hereby amended as follows:

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, ~~(e) the Primary Village Structure shall be placed to physically disconnect the historical configuration of Keetley Road, and (d) and (c)~~ 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. The final sentence of Section 5.2.3.3 of the Settlement Agreement is hereby deleted in its entirety and is of no further force and effect.

10.2. Section 5.2.3.3 of the Settlement Agreement is hereby amended as follows:

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~~

~~sae that is not accessible from the eastern portion of Keetley Road except via St. Louis Drive.~~

10.3. Section 5.2.3.4 of the Settlement Agreement is hereby deleted in its entirety as follows:

~~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.~~

10.4. Section 5.2.3.8 of the Settlement Agreement is hereby amended as follows:

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.~~

10.5. Section 5.2.3.10 of the Settlement Agreement is hereby amended as follows:

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.

10.6. Section 5.3.7 of the Settlement Agreement is hereby deleted in its entirety as follows:

~~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."~~

11. Settlement Agreement Remains in Effect. This Amendment shall be considered supplemental to the Settlement Agreement. Except as expressly amended by the foregoing, the Settlement Agreement shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by this Amendment.

12. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, this THIRD AMENDMENT TO SETTLEMENT AGREEMENT is entered into as of the date first set forth above.

DCA:

DEER CREST ASSOCIATES I, L.C.,
a Utah limited liability company

By: Grand Harvest Ventures, LLC, its
Managing Member

By: _____
Angela C. Sabella, Manager

DCMA:

DEER CREST MASTER ASSOCIATION, a Utah
non-profit corporation

By: _____
Name: _____
Its: _____

CITY:

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

By: _____
Name: _____
Its: _____

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

One Utah Center, Suite 800
201 South Main Street
Salt Lake City, UT 84111-2221
TEL 801.531.3000
FAX 801.531.3001
www.ballardspahr.com

Thomas G. Bennett
Tel: 801.531.3060
Fax: 801.531.3001
bennett@ballardspahr.com

June 8, 2016

Via E-mail

Ms. Kirsten A. Whetstone
Senior Planner
Park City Municipal Corporation
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060-1480

Re: Proposed Amendment to 1995 Deer Crest Settlement Agreement

Dear Kirsten:

As you are aware, on August 1, 2013 and December 11, 2015 I submitted letters to Mark Harrington requesting an amendment to the Settlement Agreement dated December 29, 1995 between Trans-Wasatch Company, L.L.C., Park City Consolidated Mines Company and Park City Municipal Corporation (as amended, the "Settlement Agreement"). Those letters requested a modification to Section 5.2.3.4 of the Settlement Agreement to eliminate the requirement that there be a permanent disconnect preventing east-west access between Highway 40 and Park City through the Deer Crest community via Deer Hollow Drive, which was formerly known as "Keetley Road." You recently indicated that it would be necessary to submit an Application for an Amendment to an MPD in order for the City to process this request. Accordingly, enclosed please find the following:

1. Application for Amendment to Master Planned Development.
2. My letter dated December 11, 2015, which is submitted to satisfy the requirement for a written statement describing the request (item 3 of the Application form). In your February 26, 2016 email you indicated that this would be sufficient. That letter also includes multiple exhibits which provide additional documentation supporting this request.
3. Copy of the Settlement Agreement, in satisfaction of submittal item 4 of the Application.
4. The following drawings and photographs which you previously indicated would be sufficient to satisfy submittal requirement for item 6 of the Application:
 - a. Aerial photo showing the approximate location of the disconnect as originally intended;

DMWEST #14481401 v1



Ms. Kirsten A. Whetstone
June 8, 2016
Page 2

- b. A map showing all roadways within Deer Crest, including Deer Hollow Drive;
- c. "Deer Crest Direction Map", which is another map of the roads within Deer Crest;
and
- d. Topographical map of existing conditions along Keetley Road.

You have indicated that submissions will not be required for items 7-11 of the Application Submittal Requirements. The Application fee of \$560 will be paid by phone as soon as you provide us with a permit number. As I previously mentioned to you, we have ordered a title report for this section of the road, but it will not be available until the middle of next week. I will have that delivered to you as soon as I receive it, together with the names and stamped envelopes for all property owners within 300 feet of this property.

Very truly yours,



Thomas G. Bennett

Enclosures



2



FILE COPY

One Utah Center, Suite 800
201 South Main Street
Salt Lake City, UT 84111-2221
TEL 801.531.3000
FAX 801.531.3001
www.ballardspahr.com

Thomas G. Bennett
Tel: 801.531.3060
Fax: 801.531.3001
bennett@ballardspahr.com

December 11, 2015

Via FedEx

Mark Harrington
Park City Municipal Corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060

Re: Deer Hollow Road (f/k/a Keetley Road) Disconnect

Dear Mark:

This firm represents Deer Crest Associates I, L.C. ("DCA"), the developer of the Deer Crest community ("Deer Crest"), in the matters that follow. DCA is the successor in interest to Trans-Wasatch Company, L.L.C. and Park City Consolidated Mines Company with respect to the Settlement Agreement dated December 29, 1995 (as amended, the "Settlement Agreement") with Park City Municipal Corporation ("City"). The purpose for this letter is to re-engage with the City on a proposal to amend the Settlement Agreement to eliminate the requirement for the physical disconnection of Keetley Road (now known, and in this letter referred to, as "Deer Hollow Road") as it passes through Deer Crest at the approximate location of a development parcel referred to in the Settlement Agreement as "Slalom Village".

As you will recall, Section 5.2.3.4 of the Settlement Agreement requires the permanent physical disconnection of Deer Hollow Road at the Slalom Village location, which is east of the St. Regis Hotel (the "Disconnect"), at such time as the primary structure for Slalom Village is constructed. A copy of this section of the Settlement Agreement is attached to this letter as Exhibit "A". In terms of my involvement, the impact of the Disconnect first came to light in 2009 in connection with an amendment to the CUP for the St. Regis Deer Valley Hotel (the "St. Regis"). At that time both Park City and Wasatch County expressed support for eliminating the Disconnect requirement out of concerns that implementation of the Disconnect would adversely affect emergency access to and from the St. Regis and many homes in the Deer Crest development. Over the course of the past six years there have also been negotiations between DCA and the Deer Crest Master Association ("DCMA") over the transfer of roads and open space parcels within Deer Crest from DCA to DCMA. In the course of those negotiations, which were finalized and implemented earlier this year, DCA and DCMA agreed that it was in the best interests of both to seek an amendment of the Settlement Agreement to eliminate the Disconnect requirement.

DMWEST #11347934 v4

Mark Harrington
December 11, 2015
Page 2

The original purpose for the Disconnect was to assure that Deer Hollow Road did not become used for public access between the Jordanelle basin of Wasatch County and Park City. However, in the development of Deer Crest control gates were constructed at the east and west entrances to Deer Crest. These gates have effectively prevented public access through Deer Crest, and it is generally recognized that disconnecting Deer Hollow Road is unnecessary to prevent public access between Highway 40 and Park City. Keeping Deer Hollow Road intact also allows trucks and other large commercial delivery vehicles serving the St. Regis to enter exclusively through the Jordanelle gate into Deer Crest, rather than entering through the western gate in Deer Valley. Most importantly, keeping Deer Hollow Road as a thoroughfare provides substantially quicker access for emergency vehicles to the St. Regis and many of the homes in Deer Crest. As you may recall from the meeting we had with City officials on November 12, 2013, all of the public safety representatives present at that meeting from Park City and Wasatch County were supportive of eliminating the Disconnect requirement, as they felt that keeping Deer Hollow Road connected was important for emergency access.

There has been some question as to whether the Deer Crest control gates could at some point in the future be removed or left open, but such action would be a violation of the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Deer Crest ("Master Declaration"). Specifically, Section 4.5(c)(iii) of the Master Declaration requires that "permanent control gates at the East and West entrances" shall be constructed and operated continuously. Owners of homes in Deer Crest see a substantial value in being a "gated community" and would strongly object to any efforts to remove the control gates. Removal of the gates might also violate the Settlement Agreement and Release dated August 1, 1996 between DCA and the Queen Esther Owners Association, a copy of which is attached hereto as Exhibit "B" ("Queen Esther Settlement Agreement"), which also requires, in Section 1.f., that permanent control gates be maintained at the east and west entrances to Deer Crest.

Our original request to amend the Settlement Agreement to eliminate the Deer Hollow Road Disconnect requirement was made in my letter to you dated August 1, 2013, a copy of which is attached as Exhibit "C". Following that letter, the Planning Department raised a few questions, which we have summarized and answered on attached Exhibit "D".

You have strongly suggested that we contact the Queen Esther community about this request. We have notified the Board of Directors of Queen Esther Village Project 1 Owners Association, in writing, of our intent to proceed with this request to have the Disconnect requirement eliminated. A copy of that letter is attached as Exhibit "E". In response to that letter I have had a phone call with Jerry Chizevar, an attorney and member of the board of the Queen Esther owners' association. He had a number of questions concerning the proposal and indicated that he did not expect the board to object to the elimination of the Disconnect requirement, although it is important to them that the east and west control gates into Deer Crest remain in place.

Eliminating the Disconnect requirement preserves the current traffic flow through Deer Crest, which has been operating effectively since the initial development of Deer Crest in 1997. This action is supported by public safety officials in Park City and Wasatch County, as well as by the Deer Crest Master Owners Association. A copy of a recent letter of support from Wasatch County is attached as Exhibit "F".

To proceed with the removal of the Disconnect requirement, we propose that an amendment to the Settlement Agreement, in the form attached as Exhibit "G", be reviewed and approved by the City Council. We respectfully request that such amendment be reviewed by staff and placed on the City Council's agenda for action. If there is any additional information needed in order to address this issue, please let me know.

If you have any questions or concerns about the foregoing, I would be happy to discuss them with you.

Very truly yours,



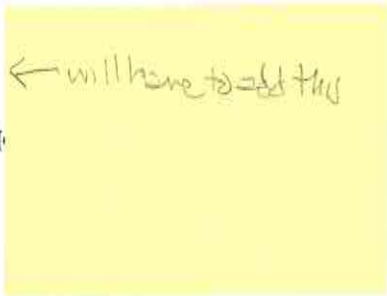
Thomas G. Bennett

TGB:mc

cc: Gregson Perry
Diane H. Banks
Diane Foster

List of Exhibits:

- A—Excerpt from Settlement Agreement
- B— Queen Esther Settlement Agreement
- C—Letter to Mark Harrington dated August 1, 2013
- D--Exhibit "E" to Deer Crest Master Declaration —
- E—Answers to Questions from Planning Dept.
- F--Letter dated November 18, 2015 to Queen Esther H
- G—Wasatch County Letter dated November 3, 2015
- H—Proposed Amendment to Settlement Agreement



← will have to add this

