



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
January 24, 2023**

The Council of Park City, Utah, will hold its regular meeting in person at the Marsac Municipal Building, City Council Chambers, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online with options to listen, watch, or participate virtually. [Click here](#) for more information.

CLOSED SESSION - 3:30 p.m.

The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code § 52-4-205), including to discuss the purchase, exchange, lease, or sale of real property; litigation; the character, competence, or fitness of an individual; for attorney-client communications (Utah Code section 78B-1-137); or any other lawful purpose.

WORK SESSION

4:45 p.m. - Discuss Landscaping Incentive Program for 2023

[Landscaping Incentive Program Staff Report](#)

[Exhibit A: Landscaping Incentive Program Outline](#)

[Exhibit B: Draft City Budget Policies and Objectives Amendment](#)

5:15 p.m. - Break

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Council Requested Discussion Topics
[Topics for Future Council Discussions Staff Report](#)
[Exhibit A: Items for Future Council Meetings](#)
2. Health Benefits and Compensation FY24
[FY24 Benefits and Compensation Staff Report](#)
3. Park City Municipal FY22 Nonprofit Support
[FY22 Nonprofit Support Staff Report](#)
[Exhibit A: FY22 Nonprofit Support](#)

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

IV. CONSENT AGENDA

1. Request to Authorize the Third Addendum with SKM Engineering, LLC, for an Additional \$370,869.27, for a Total Amount Not to Exceed \$898,869.27 in a Form Approved by the

V. NEW BUSINESS

1. Consideration to Approve Ordinance No. 2023-03, an Ordinance Approving a Zoning Map Amendment to Rezone a Six Acre Pod from Recreation and Open Space (ROS) to Estate (E) from a Portion of PCA-S-79-C (Bransford Property, also Known as the Logan Parcel), Park City, Utah, Subject to Subdivision Plat Approval by the City Council of Park City Prior to January 24, 2025
(A) Public Hearing (B) Action
[Bransford Parcels Zone Change Staff Report](#)
[Exhibit A: Draft Ordinance](#)
[Exhibit B: Applicant's Narrative and Presentation](#)
[Exhibit C: Topography Survey with Deer Valley Easment](#)
[Exhibit D: Record of Survey December 2013](#)
[Exhibit E: JJ Johnson Development Feasibility Study 1981](#)
[Exhibit F: Access and Utility Easment along Twisted Branch into Red Cloud Subdivision](#)
[Exhibit G: 3.2.2007 recorded Flagstaff - Amended Development Agreement with Exhibits](#)
[Exhibit H: Park City Annexation of Flagstaff Mountain Resort](#)
[Exhibit I: Snyderville Basin Land Use Plan and Development Potential Matrix 1998 Ord. 323](#)
[Exhibit J: Red Cloud Ordinance and Plat](#)
[Exhibit K: Public Input](#)
2. Consideration to Approve Ordinance 2023-04, an Ordinance Approving Lots 30 and 31 Holiday Ranchettes First Amended Plat, Located at 2545 and 2529 Lucky John Drive, Park City, Utah
(A) Public Hearing (B) Action
[Lucky John Staff Report](#)
[Exhibit A: Draft Ordinance](#)
[Exhibit B: Existing Plat](#)
[Exhibit C: Holiday Ranchettes Subdivision Plat](#)
[Exhibit D: Topographic Survey](#)
[Exhibit E: HOA Letter of Support](#)
3. Consideration to Approve Resolution 02-2023, a Resolution Adopting an Amendment to the 2022 Five-Year Moderate-Income Housing Plan as an Addendum to the Housing Element of the 2014 General Plan for Park City, Utah
(A) Public Hearing (B) Action
[MIHP Staff Report](#)
[Exhibit A: Notice of Compliance from the State](#)
[Exhibit B: Amended 2022 MIHP](#)
[Exhibit C: MIHP Resolution](#)
4. Consideration to Purchase the Unit Located at 1959 Cooke Drive for \$264,745; Authorize the Mayor and City Manager to Execute all Documents in a Form Approved by the City Attorney's Office; and Complete all Necessary Repairs to Restore the Unit to Occupancy Standards, Estimated Not to Exceed \$3,650
(A) Public Input (B) Action
[Purchase of 1959 Cooke Drive Staff Report](#)
[Exhibit A: MRP for 1959 Cooke Drive](#)

VI. OLD BUSINESS

1. 2023 Legislative Update

VII. ADJOURNMENT

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

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

Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted by: Michelle Kellogg

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

4:45 p.m. - Discuss Landscaping Incentive Program for 2023

Suggested Action:

Attachments:

[Landscaping Incentive Program Staff Report](#)

[Exhibit A: Landscaping Incentive Program Outline](#)

[Exhibit B: Draft City Budget Policies and Objectives Amendment](#)

City Council Staff Report

Subject: Landscaping Incentive for 2023
Author: Jason Christensen, Water Resources Manager
Department: Public Utilities
Date: January 24, 2023
Type of Item: Administrative

Recommendation

In response to City Council direction, review a potential landscaping incentive program and corresponding budget policy amendment to enable the program.

Executive Summary

Park City's robust water conservation program is arguably the most progressive in the entire State of Utah. We have three additional and new initiatives underway:

1. A comprehensive water rate revision to continue to enhance conservation efforts;
2. A financial incentive program to help reduce the cost of conversion from turf to other landscaping; and
3. A Land Management Code amendment to ensure water conservation values are reflected in our Code and practice.

Today's Report focuses on a financial incentive program that offers an incentive to convert existing turf into other water-wise landscaping. The incentive will be available to all Park City Water customers within City limits.

The initial program concept was presented to Council on [July 28, 2022](#), and the direction was to implement the program in 2023. To successfully implement in 2023, Public Utilities is requesting:

- Feedback on program dollar amounts, rebate amount, workflow, and conditions;
- Feedback on modifying the City's Budget Policies and Objectives to allow payments up to \$50,000 to successful applicants:
 - This change requires official adoption by ordinance and, therefore, will return during a regular session.

Public Utilities will incorporate feedback received from Council and work to launch the incentive program in spring 2023.

Analysis

Park City is enhancing its robust water conservation program with the three complementary initiatives described below. The general approach is to apply financial pressure to high water use, offer a financial incentive to reduce outdoor water use, and provide guidance on making landscaping water efficient while complying with the Land Management Code.

Although the Report focuses on item number 2 below, items 1 and 3 complement the new program.

1. Modification of the fee structure for water consumption.
 - a. The proposed change will enhance the pricing signal customers receive when they use water by generally decreasing the cost for below-average water use and increasing the cost for above-average water use.
 - b. While this change will affect all customer classes, it will be most dramatic for commercial customers due to the addition of several pricing tiers.
 - c. Public Utilities will present this option to Council as part of the FY 2024 budget process.
 - d. We anticipate considerable feedback from our largest commercial customers.
2. A rebate incentive designed to help customers fund landscaping improvements to reduce their outdoor water use.
3. Updates to the Land Management Code to provide guidelines for water-wise landscaping.
 - a. The Planning Team is concurrently updating the Land Management Code to enhance water conservation.
 - b. The Planning Commission reviewed proposed Water Wise updates on [April 27, 2022](#) and [October 12, 2022](#) and is scheduled to conduct a public hearing on January 11, 2023, with a possible recommendation to Council.
 - c. The Planning team anticipates bringing the amendments for Council review and a public hearing on February 16, 2023.

The Public Utilities department discussed this program with City Council on [July 28, 2022](#). Council was interested in moving quickly on this program and provided feedback on an initial target date for the incentive.

Park City intends to launch a landscaping incentive program to reduce the cost of relandscaping away from turf toward more native and water-wise landscapes. This will support community members by providing a cash incentive per square foot of turf removed for conversion. This will reduce community water demand and better match landscaping with our changing climate and community and sustainability values. Other water fees will fund the program.

Feedback on Program Dollar Amounts, rebate amount, workflow, and conditions.

Public Utilities identified an initial budget of \$200,000 in FY23 to fund a landscaping incentive program without significantly impacting near-term operations. The budget will come from the existing Water Capital Improvement Budget, a line item that has previously supported energy efficiency efforts. These include the Deer Crest pump station, Micro-Hydro on the Judge Tunnel Pipeline, and ongoing water system efficiency projects. The budget is not currently allocated to a specific efficiency project, but staff projected the need last year to have an account to continue to push community and Council sustainability goals.

Based on our prior conversation with Council, we propose an incentive of \$2.00 per square foot of turf removed. Water customers could remove existing turf, replace it with at least 50% (approved) plant coverage and non-spray irrigation, and qualify for the \$2.00 incentive. We also propose a per-customer maximum of \$10,000 for residential accounts and \$50,000 for businesses/commercial customers.

Public Utilities and Planning propose applications are reviewed by the Planning Department for Land Management Code compliance and then reviewed and accepted by the Public Utilities Team for rebate approval. We plan to prioritize reviews to move applicants quickly through this process as early as this spring.

The entire program outline is contained in Exhibit A. The outline in Exhibit A will guide the creation of a webpage, bill inserts, a social media campaign, etc. highlighting the program. The Communications team will work closely with Public Utilities to design and implement outreach accordingly. Public Utilities would like to retain the ability to modify the program during implementation to address lessons learned and feedback received (excluding the budget and incentive per square foot). In order to do that, we propose working directly with our City Council Water Liaison, Resident Advocate, and Budget department. Any changes will be communicated in Staff Communications Report or reported-out by the Water Liaison during the pilot period.

Modify the City's Budget Policies and Objectives

The proposed landscaping incentive program requires incorporation into the City's Budget Policies and Objectives via an Ordinance. The proposed policy revision is attached as Exhibit B. In summary, this policy enables incentive spending, including providing payments up to \$50,000 (the max for businesses/commercial accounts) without individual approval by Council.

As always, the City Council may modify the proposed policy as desired. If City Council supports the new policy, a final version will be brought back for formal adoption during a Regular Meeting.

Next Steps

Public Utilities will incorporate any feedback from Council and begin working on the program launch, including public outreach and website design targeting Spring 2023 for the program launch.

Funding

- Water Service Fees

Exhibits

- A Landscaping Incentive Program Outline
- B Draft City's Budget Policies and Objectives Amendment

Step 1. Eligibility

1. Are you the property owner?
2. Do you have a turf¹ lawn currently and historically irrigated with water from a Park City Account?

Step 2. Onsite Meeting with Staff

Email savewater@parkcity.org to schedule an onsite visit to your property, to prepare for your visit:

1. Measure the amount of turf lawn to be removed. Rebate is calculated at \$2.00 per square foot.
2. Download your last 3 years of water use from parkcity.watersmart.com.
3. Review [14-1-5\(d\)](#) for recommended plants to use.
4. Review the [Site Plan](#) document in preparation to complete.

Step 3. Create your Site Plan

1. At least 50% of the converted area must be replaced with low-water use plants, which are also ideally native. We have plants lists [here](#).
2. Rock-cover should be no more than 20% of the new ground cover. We encourage the use of wood chip mulch for water retention on the landscape.
3. If irrigation is installed, it must be a drip irrigation system, ideally with a [WaterSense](#) labeled smart irrigation controller. No spray irrigation is allowed.
 - a. Water reuse, either [rainwater](#) capture or [greywater](#) should be considered but is not required.
4. No fountains or other water features may exist on the property
5. Artificial turf is not eligible for a rebate.

Step 4. Planning Department Landscaping Plan Review

1. Submit your plan to the Planning Department for review and approval at planning@parkcity.org.
2. Receive approval from Planning Department.

Step 5. Submit your plan

1. Submit your application materials for approval via email at savewater@parkcity.org or by mail. A complete application includes your [Site Plan](#), [Application](#), and approval from the Planning Department
2. Receive approval from the City.

Step 6. Implement

¹ As defined in Utah Code Annotated 10-9a-536 turf means nonagricultural land planted in closely mowed, managed grasses.

1. Complete your landscape renovation within one year of approval. Additional time may be requested for a larger project, and Public Utilities will attempt to balance those requests against others' access to the rebate program and funds.

Step 6. Submit for Final Inspection and Rebate Issuance

1. Contact us at savewater@parkcity.org to set up a final inspection, during which we will:
 - a. Take Pictures of completed site.
 - b. Document conformity with submitted plan.
 - c. With your permission, celebrate your accomplishment by highlighting your project on social media.
2. Issue Rebate

Things to be aware of:

1. Funds will be allocated on a first come first serve basis at project approval while funds are available.
2. Rebates of \$600 or more require submitting a [W9](#) to Park City, and the rebate may be considered taxable income (Contact a tax advisor for additional details.)
3. Park City reserve the right to deny a rebate or a section of the modified area if the final inspection reveals that the low water landscape plan has not been properly implemented, did not use low-water-use plants, and/or does not match the approved design plan.
4. The maximum rebate will be \$10,000 dollars for Single Family Residential, and \$50,000 for all other accounts.
5. Park City Municipal Corporation reserves the right to cancel or modify the terms of this program at any time and for any reason prior to individual project approval and reserves the right to accept or reject any or all applications. Park City will post on its website written notice of any cancellation and/or modification of the program. Furthermore, the City shall have the right to waive any informality or technicality in applications received when in the best interest of the City

The following paragraph will be inserted into the City's Budget Policies and Objectives documents:

Landscaping Incentive. Each year, the City Council may appropriate a specific dollar amount to be used to offer a cash incentive per square foot of turf grass removed and replaced with non-turf Water Wise Landscaping as defined in the Land Management Code. The City Council will appropriate the funding for these expenditures during the annual budget process. The funding source for this category is the Water Fund. The City Council hereby authorizes the Landscaping Incentive Program. The disbursement of the funds shall be administered according to the Landscaping Incentive Program under applications and criteria established by the Public Utilities Department and awarded by the Public Utilities. Disbursements under this program shall not exceed \$50,000.

Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Information

Agenda Section: WORK SESSION

Subject:

5:15 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Information

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Council Requested Discussion Topics

Suggested Action:

Attachments:

[Topics for Future Council Discussions Staff Report](#)

[Exhibit A: Items for Future Council Meetings](#)



City Council Staff Communications Report

Subject: Council Requested Discussion Topics
Author: Michelle Kellogg, City Recorder
Department: Executive
Date: January 24, 2023

Throughout 2022, the Mayor and City Council members frequently requested future policy discussions on a broad range of community and organizational topics. To maintain, track, and prepare policy briefs, an ongoing list of additional topics was regularly updated on our [website](#). This provided additional and predictable information for the public and stakeholders.

Many of the policy discussions requested were held or addressed throughout the year, and the remainder scheduled for a date certain within the next six months. The topics are listed in Exhibit A and remain on our website.

For your information, below are some Council statistics for 2022:

- 38 Council meetings were held;
- Council and staff prepared, reviewed, and discussed more than 367 staff reports;
- 47 Ordinances were passed, including 29 plat approvals, 12 LMC amendments, and 6 budget related approvals; and
- 31 City Council Resolutions were passed.

In addition, over the course of last year, you likely observed that we had intermittent difficulty with aging technology in Council chambers, particularly the flow of public meetings and those streaming online. As a result, we are working with several providers to contemplate a technological upgrade to ensure our IT platform for Council meetings improves in 2023.

Exhibits

Exhibit A – Future Topic Requests

Items for Future Council Meetings

ITEMS WITH DATES CERTAIN:

- ~~Golf Annual Update~~
- ~~Bonanza Flat Winter Programming/Transit to Trails~~
- ~~Bonanza Flat Conservation Easement and Management Plan Review~~
- ~~Discuss implementing a moratorium.~~
- ~~Childcare Update~~
- ~~Recreation Regional Interlocal Agreement~~ — **December 8**
- ~~Rec, Golf, Ice~~ — ~~Prioritizing 84060 Residents, Including a Discussion on Fees, Resident Area Definition, etc.~~
- ~~Leasing Surplus Water~~ — **December 15**
- ~~Areas of the LMC that allow for case-by-case exceptions~~ — **December 15**
- ~~BFO and Capital Budgeting Scoring Methodology~~ — **January 5**
- ~~Construction Mitigation~~ — ~~Restricted Workdays; fine amounts; include task force/contractor feedback; parking impacts~~ — ~~Fall or Winter 2022~~ — ~~prior to 2023 construction season~~ — **January 12**
- ~~Discuss the Development of a Housing Fund~~ — **January 12**
- ~~Complete View of Financial Support of Area Non-Profits (SSC, Fee Waivers, etc. All Combined)~~ — **January 24**
- ~~Landscaping Incentive Rebate~~ — **January 24**
- ~~IT Decentralized versus Centralized~~ — **February 2**
- ~~Transportation Planning Update including discussion of disruptive idea list~~ — **February 2**
- ~~Winter Transportation Operations Update including Microtransit Pilot Program, Richardson Flat service, Daytime paid parking and how the Peak Traffic Mitigation Plan integrated with Neighborhoods First~~ — **February 16**
- ~~City Employee Housing Allowance Benefits~~ — **March 9**
- ~~Transit O & M Costs~~ — **March 9**
- ~~Golf Season Outlook~~ — **March 23**
- ~~Incentivize/subsidize Fire Sprinklers to all historic structures~~ — **March 23**
- ~~Blue-Ribbon Commission Study for Elected Official Compensation~~ — **March 23**
- ~~Capital Budget Requests~~ — **April 27**
- ~~Council Priorities on Large-Scale Capital Initiatives~~ — **FY24 Budget Process**
- ~~Budget Policy Review (Parking, Procurement, Traffic Calming/NTMP, Intergovernmental Communication, Economic Dev. Grants)~~ — **FY24 Budget process**

COUNCIL MEETING DATE TO BE DETERMINED:

- Gillmor Lot 6 Parcel Transitions and Planning
- Discuss Administrative Policy Regarding use of City Facilities by third parties
- Should Flagstaff Area be a Route for Full-Size Buses since other Solutions were Being Looked at Around Town
- Intersection Safety Improvements at SR224/SR248 and Alternatives for the Minor Crossings around the Proposed Project- underpass
- School District Update
- Council Liaison for Each Neighborhood/Area
- Update the Building Permit Fee Waiver Process and Propose New Scoring Model (Requested 11.17.22)
- Old Town Parking Strategy (Requested 12.8.22)
- LMC Discussion (Requested 12.15.22)
- Thaynes Canyon Parking Permanent Solution by Summer (Requested 12.15.22)
- EPMOA Funding Element for Historic Preservation (Requested 12.15.22) –
Spring 2023
- Water Rate Revisions

Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted by: Michelle Kellogg

Submitting Department: Human Resources

Item Type: Work Session

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Health Benefits and Compensation FY24

Suggested Action:

Attachments:

[FY24 Benefits and Compensation Staff Report](#)

City Council Staff Report



Subject: Health Benefits and Compensation Discussion
Authors: Sarah Mangano
Department: Human Resources
Date: January 24, 2023
Type of Item: Staff Communication

Summary

This report is an update from the Human Resources Team to begin planning our FY24 employee benefits and compensation strategy. Each year during the annual budget process, employee benefits and compensation are an opportunity to reward, recruit, retain and motivate highly qualified employees.

Due to a variety of factors, such as the lack of local affordable/attainable housing, competition with public and private sector employers, and wage inflation, maintaining a competent and qualified workforce has never been more challenging. As a result, we are beginning our planning processes earlier than ever.

Executive Summary

According to leading employee benefits agencies, health care benefits are slated to increase by 6-10% nationwide in 2023, including the Society for Human Resources, AON Hewitt Consulting, HUB Benefit Consulting, Axios, and Barron's. Utah has generally been a relatively low-cost employee benefits market due to the healthy lifestyle – active, low smoking, low alcohol, and low drug abuse. In the last five years, Utah's migratory population growth of half a million new residents (or +20%) diminished this historical market benefit.

Separately, compensation continues to be highly correlated to broader measures of local and national inflation. At the same time, Utah's labor force participation remains below pre-COVID levels, while job openings remain near record highs. Inflation, although tapering its growth rate, continues its year-over-year increase. For example, in 2021, inflation increased the U.S. Consumer Price Index (CPI) by 7 percent. In 2022, high national inflation continued with another 6.5% increase over 2021. Similarly, in 2022, the Western Region CPI increased by 6.2% year-over-year, according to the Bureau of Labor Statistics (BLS). Finally, inflation disproportionately impacts employees on the lower end of the compensation range. These factors will be a focus of our overall compensation strategy.

On the labor force participation front, retirements and individuals not returning to jobs post-COVID leads the labor force participation rate to stand at 62.3% nationwide. This indicates that only around half of the decline in labor participation due to COVID recovered since April 2020. Next, total non-farm job openings continue to hover in the 10.5 million range, 3.4 million more than were available in January of 2020.

The factors mentioned above indicate sustained tightness in the labor market with demand for workers continuing to be met by wage increases. Indeed, as a local measure, total wages and salaries in Utah increased 10.7% year-over-year as of calendar Q3, 2022, the most recent available data from the U.S. Bureau of Economic Analysis (BEA).

Against this current economic backdrop, Park City continues to evaluate its compensation and benefits strategy.

Analysis

Park City has maintained internal committees to ensure alignment, equity, and competitiveness with our benefits and compensation recommendations to Council.

Internal committees include:

- The Benefits Committee – Provides input and recommendations after assessing the human and fiscal aspects of various benefits plans. The Committee is comprised of representatives from HR, Finance, Budget, Legal, and Executive Departments.
- The Compensation Committee – Created to address retention and contemplate compensation parity and competitiveness against evolving local and national market conditions. The Committee is comprised of members from the City's largest Departments which include the majority of the workforce, as well as several subject matter experts. Members include:
 - The Chief of Police;
 - The Public Works Director;
 - The Recreation Director;
 - The Public Utilities Director;
 - The Human Resources Director;
 - The Transit Manager;
 - Sustainability and Economic Development; and
 - Budget, Legal, and Deputy City Manager(s).

Historic context for employee benefits: Park City initially signed an outside benefits contract with Regence (Blue Cross) in July 2010. In 2013, we began working with HUB International Insurance Brokers to procure and provide employee benefit programs. Since 2014, annual HUB contract renewals have been approved through regular Council contract approvals or extensions.

Generally, employee health benefits are designed within three spectrums of funding: fully-insured, level-funded, and self-funded. Park City currently participates in a fully-insured plan.

- In a **fully-insured health benefits plan**, the employer pays a fixed cost to an insurance carrier to administer the program and pay associated claims. As a result, Park City pays a higher premium to avoid financial risk and obtain a consistent monthly payment. Employers must adhere to Utah State laws regarding fully-insured health benefit plans.
- In a **level-funded health benefits plan**, the employer pays a level premium to an insurance carrier each month to cover administration, claims, and stop-loss premiums. Level-funded plans may offer a potential dividend at year-end when the contract

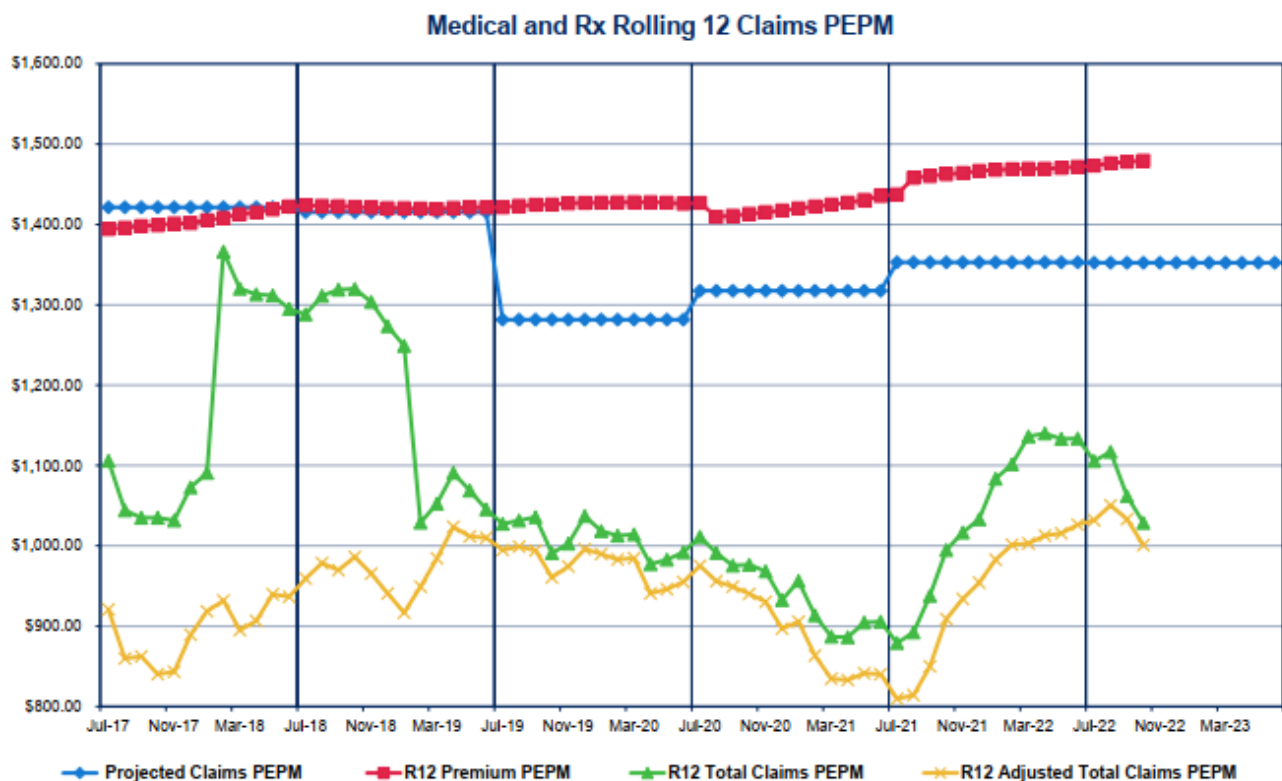
performs well. This is an intermediary plan to bridge to a self-funded plan. Savings can be realized at the end of the year if claims are down while also allowing for consistent monthly payments. Employers must adhere to Federal laws, not state, regarding level-funded plans.

- In a **self-funded health benefits plan**, an employer uses a third party to administer the plan and pays claims as they arise. Monthly costs vary as payment for claims are processed based on the size and volume of claims. Flexibility allows the employer to contract with provider networks and other services directly or through the third-party administrator. These plans include exceptions, such as covering “out-of-network” hospitals (Park City Hospital) as “in-network” or providing additional services to employees (travel reimbursement for medical procedures, etc.). Employers must adhere to Federal laws, not state, regarding self-funded plans.

Initial discussions with HUB International signal that Park City will face its most significant year-over-year increase in health insurance premiums in over a decade. Though still an estimate, we may incur an increase of approximately \$650,000 or a 7-8% increase. There are two primary drivers:

- Inflation
- The rise in elective healthcare procedures postponed during the COVID-19 Pandemic;

To lower the projected cost increase, we issued an RFP to seek different companies and funding strategies to potentially reduce our exposure. We included changing our philosophy and consideration of level-funding and self-funded programs. Like any insurance program, new funding strategies incur their own risks, which we plan to assess and review with Council. We understand the importance of health benefits for our workforce and take the action of making changes very seriously.



The chart above demonstrates the variance in Park City's premiums, projected claims, and our actual claims. Since July 2017, we have been significantly under-projected on monthly claims per employee.

In conclusion, we will evaluate the results of the RFP and make a recommendation to Council in March 2023. Despite our best efforts to continue to provide quality and cost-effective employee health insurance, Park City must begin to prepare for an increase in the FY24 budget process.

Compensation:

The individuals working for Park City are our most valuable asset. They are also our most significant expenditure, which comprises approximately 20% of our total budget. Between last year's salary increases, continuing inflation and housing market compression, and the current recruitment and retention challenges, we are likely to recommend a modest budgetary increase for some positions in FY24.

In addition, Park City is due for an outside compensation assessment in FY24, effective FY25. Typically, we have used outside compensation firms to provide a third-party and objective view of employee compensation levels. Studies have occurred every three to five years or in response to major market shifts. Mercer completed Park City's last compensation study in 2020. We believe that by Spring 2024, the impacts of COVID-19 and inflation will stabilize, making a salary study valuable for Fall 2025 implementation.

Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted by: Michelle Kellogg

Submitting Department: Budget, Debt & Grants

Item Type: Work Session

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Park City Municipal FY22 Nonprofit Support

Suggested Action:

Attachments:

[FY22 Nonprofit Support Staff Report](#)

[Exhibit A: FY22 Nonprofit Support](#)



City Council Staff Report

Subject: FY22 PCMC Nonprofit Support Summary

Author: Kirsten Darrington

Department: Budget, Debt, and Grants

Date: January 24, 2023

Type of Item: Informational

Summary Recommendation

Review the various types of support the City provided to local nonprofits in FY22.

Executive Summary

During the FY23 budget process, Council requested a holistic view of how the City partners with and supports our local nonprofits. **Exhibit A - FY22 Nonprofit Support** outlines the different types of support PCMC provided in FY22, including Special Service Contracts, fee reductions for special events, and facility rental subsidies.

Analysis

Park City Municipal has long supported local nonprofits that serve various community needs. These partnerships are accomplished using Special Service Contracts (SSC), fee reductions, and direct rental subsidies. Providing different types of assistance to nonprofits helps meet some of the City's long-term goals and creates a vibrant community for residents.

In FY22, the City provided:

- \$579,900 in Special Service Contracts (SSCs);
- \$951,897 in Special Event Fee Reductions; and
- \$1,296,452 in Facility Rental Subsidies.

For a detailed breakdown of the different types of assistance, refer to **Exhibit A - FY22 Nonprofit Support**.

Funding

The City Council can continue to utilize existing procedures, established by City Code and funded through the annual budget process, to support and assist local nonprofits.

Exhibits

Exhibit A – FY22 Nonprofit Support



Park City

FY22 Nonprofit Support

Park City Municipal has long partnered with local nonprofits that serve a variety of community needs through Special Service Contracts (SSC), Special Event Fee Reductions, and direct rental subsidies. In FY22, many nonprofits were still recovering from pandemic shutdowns and returning to normal levels of operation. Consequently, certain figures in this report may differ compared to previous years.

\$619,900

Awarded in Special
Service Contracts

\$949,939

in Special Event Fee
Reductions

\$1,296,452

in Facility Rental
Subsidies

Special Service Contracts (SSCs)

- 11 nonprofits received Diversity, Equity, and Inclusion SSCs (\$239,900)
- 7 nonprofits currently receive Regular SSCs (\$250,000)
- 4 nonprofits received Department Specific SSCs (\$130,000)

Fee Reductions for Special Events

- 17 nonprofit organizations received fee reductions in FY22 under the standard fee reduction process (193,507)
- 3 nonprofit organizations who have event contracts and several City run special events received direct financial support in FY22 (\$756,432)
- Under the Special Events Code, the City allocates **up to \$200,000 annually** in fee reductions for special events; additional funds for City run and contracted special events may be funded through a separate public process

Facility Rental Subsidies

- 6 nonprofit organizations receive facility rental subsidies
- All subsidies are approved through a public process defined in Utah Code, including Council review and public hearing



Special Service Contracts

Special Service Contracts (SSCs) provide unique and valuable services to the community through partnerships between the City and local nonprofits. Services funded through SSCs, include cultural events, educational programs, emergency services, sustainability programs, mental health services, and more. All contracts are awarded through a competitive Request for Proposal process. Special Service Contracts are awarded on a one-to-four-year cycle and administered under the City's Budget Policies and Objectives, Chapter 5, Part I, Section D.

Special Service Contracts are divided into three (3) categories:

1. Diversity, Equity, and Inclusion (DEI) Service Contracts (FY22-23)
2. Regular Service Contracts (FY21-24)
3. Department Specific Service Contracts (timelines set by individual departments)
4. Mental Health Service Contracts (NEW! Launched in December 2022)

The table does not include a donation of \$60,000 to Communities That Care (CTC) authorized during the budget process. Moving forward, CTC has been informed that they are required to apply and compete for SSC.

FY22 Special Service Contract Amounts

DEI Contracts		
Organization	SSC Category	FY22 Contract Amount
Arts Council of Park City & Summit County	Diversity, Equity, and Inclusion	\$ 22,400.00
Big Brothers Big Sisters of Utah	Diversity, Equity, and Inclusion	\$ 2,500.00
Christian Center of Park City	Diversity, Equity, and Inclusion	\$ 15,000.00
KPCW	Diversity, Equity, and Inclusion	\$ 5,000.00
Mountain Mediation	Diversity, Equity, and Inclusion	\$ 20,000.00
Mountainlands Community Housing Trust	Diversity, Equity, and Inclusion	\$ 50,000.00
Park City Community Foundation	Diversity, Equity, and Inclusion	\$ 50,000.00
Park City Film	Diversity, Equity, and Inclusion	\$ 15,000.00
Park City Seniors	Diversity, Equity, and Inclusion	\$ 25,000.00
Park City Tots, Inc.	Diversity, Equity, and Inclusion	\$ 25,000.00
Youth Sports Alliance	Diversity, Equity, and Inclusion	\$ 10,000.00
DEI CONTRACTS TOTAL:		\$ 239,900.00
Regular Service Contracts		
Organization	SSC Category	FY22 Contract Amount
Christian Center of Park City	Regular	\$ 40,000.00
Holy Cross Ministries	Regular	\$ 10,000.00
Park City Education Foundation	Regular	\$ 50,000.00
PC Tots	Regular	\$ 50,000.00
Peoples Health Clinic	Regular	\$ 40,000.00
Peace House	Regular	\$ 40,000.00
Jewish Family Services	Regular	\$ 20,000.00
REGULAR SERVICE CONTRACTS TOTAL:		\$ 250,000.00
Department Specific Contracts		
Organization	SSC Category	FY22 Contract Amount
Historic Park City Alliance	Department Specific: Economic Development	\$ 40,000.00
Mountain Mediation	Department Specific: City Attorney	\$ 15,000.00
Park City Historical Society & Museum	Department Specific: Economic Development	\$ 25,000.00
Recycle Utah	Department Specific: Sustainability	\$ 50,000.00
DEPARTMENT SPECIFIC CONTRACTS TOTAL:		\$ 130,000.00
SPECIAL SERVICE CONTRACTS TOTAL:		\$ 619,900.00

Fee Reductions for Special Events

Park City has supported fee reductions for special events. Special Event City Service Fee Reductions are covered under the City's General Fund within departmental budgets. Fees that are not waived help offset event costs, including building permits, field or park rentals, facilities or equipment rentals, special use of public parking, public safety, and transit. For FY22, several of the fees listed are lower than in previous years, due to continued COVID-related precautions. FY22 also includes requests for one-time events, including the Olympic Celebration, Teams USA House, and YSA Parade.

Special event fee reductions are authorized under Park City Municipal Code 4 A-2-11 Fee Reductions.

FY22 Special Event Fee Reductions

Standard Event Fee Reductions

Organization	Event	Total Fees Reduced
Historic Park City Alliance	Autumn Aloft, Electric Light Parade, Snow Globes, Halloween, Car Free Sundays	\$ 128,797.00
Mountain Town Music	Grand Valley Bank Community Concert Series (Wednesday Night Concerts)	\$ 3,020.00
National Ability Center	Summit Challenge	\$ 1,030.00
Park City Area Restaurant Association	Savor the Summit	\$ 4,770.00
Park City Community Foundation	Live PC Give PC	\$ 1,958.00
Park City Education Foundation	Running with Ed	\$ 305.00
Park City Pickleball Club	Park City Pickleball Tournament	\$ 190.00
Park City Realtors	Housing Expo	\$ 40.00
Park City Rotary Club	Miners Day	\$ 16,140.00
Park City School District	Park City High School Cross Country Invitational	\$ 525.00
Park City Soccer Club	Extreme Soccer	\$ 1,793.00
St Mary's Church	St. Mary's Procession	\$ 265.00
United States Olympic Committee	Team USA House	\$ 300.00
Utah Lacrosse	Ski Town Shootout	\$ 2,910.00
Utah Olympic Park	Olympic Celebration at Bob Wells Plaza, Video Board Display	\$ 20,785.00
Youth Sports Alliance	YSA Parade	\$ 6,386.00
Deer Valley on behalf of Utah Symphony & Opera (for-profit/non-profit partnership)	Deer Valley Music Festival	\$ 4,293.00

FEE REDUCTION TOTAL:	\$ 193,507.00
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City/Contracted Event Fee Reductions

Organization	Event	Total Fees Reduced
Kimball Art Center	Kimball Arts Festival	\$ 139,094.00
Park Silly Sunday Market	Park Silly Sunday Market	\$ 74,500.00
Sundance Institute*	Sundance Film Festival	\$ 330,546.00
City Run Events	Bonanza Art Park, Scarecrow Festival, Dirt Jump Jam, Summer in the City, July 2nd	\$ 212,292.00
CITY/CONTRACTED ORGS FEE REDUCTION TOTAL:		\$ 756,432.00

FEE REDUCTIONS TOTAL:	\$ 949,939.00
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*The FY22 fee reduction for Sundance Institute is lower due to the Sundance Film Festival being held virtually; the listed fee reduction does not include costs for building permits, facility rentals, special use of parking, public safety, and transit. It is anticipated this fee will increase moving forward as the Film Festival returns to an in-person format.

Facility Rental Subsidies

Rents in Park City have increased significantly—anywhere from 30–60% over the past 6 years alone. Specifically, Main Street rents have increased by almost 50% during the same time period. Utah Code permits municipalities to sell or lease property for the benefit of the municipality and if the action is in the public interest (Utah Code §10-8-2(1)(a)(iii)).

Park City offers rental subsidies to several nonprofits, based on negotiated agreements and approved as part of a public process. The agreements align with community values and benefits to residents.

FY22 Facility Rental Subsidy Amounts

Organization	Location	Current Annual Lease	Estimated Market Value	Estimated City Subsidy
Kimball Art Center Parking	1875 Homestake Drive	\$ -- 0.00 --	\$ 54,000.00	\$ 54,000.00
Lucky Ones	Café at Library	\$ -- 0.00 --	\$ 73,325.00	\$ 73,325.00
Park City Film	Park City Library	\$ 24,684.62	\$ 293,750.00	\$ 269,065.38
Park City Cooperative Preschool	Park City Library	\$ 25,512.00	\$ 48,350.00	\$ 22,838.00
Park City Historical Society & Museum	Park City Museum	\$ 1.00	\$ 718,300.00	\$ 718,299.00
Sundance Institute	Multiple spaces: Library, Miners Hospital, and Rec Center	\$ -- 0.00 --	\$ 32,925.00	\$ 32,925.00
Recycle Utah*	Recycling Center	\$ -- 0.00 --	\$ 126,000.00	\$ 126,000.00
RENTAL SUBSIDIES TOTAL:		\$ 50,197.62	\$ 1,346,650.00	\$ 1,296,452.38

Note: Rental subsidies do not include four facilities currently leased to for-profit organizations and two leased to the state of Utah.

Estimated market values are based on City studies, current fee schedule rates, and fair market value estimates provided by Newmark as of November 2022.

Other Types of Nonprofit Support

Other types of funding available to nonprofits include Historic District Grants. The Historic District Grant Program is designed to financially incentivize the preservation, rehabilitation, restoration, and reconstruction of historic structures and sites. Grants require a 50% match and awards can go up to \$15,000. All projects must have a Historic District Design Review approval for their grant application to be deemed complete. Historic District Grants are administered under the City's Budget Policies and Objectives, Chapter 5, Part I, Section F. In FY22, three nonprofits received a grant through the program:

1. The Friends of Ski Mountain Mining History (King Con Ore Bin) - \$10,050
2. The Silver Star HOA (Silver Star Water Tower) - \$8,700
3. St. Mary's Church (121 Park Ave renovations) - \$11,400

Park City has a history of supporting and partnering with community nonprofits in additional ways, including distributing CARES Act funding in FY20 and FY21, providing PPE during COVID, Economic Development Grants, and Building and Planning fee waivers not included in special event fee reductions.

Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted by: Michelle Kellogg

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Authorize the Third Addendum with SKM Engineering, LLC, for an Additional \$370,869.27, for a Total Amount Not to Exceed \$898,869.27 in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[Water SCADA Support 3rd Addendum Staff Report](#)

City Council Staff Report

Subject: Water SCADA Support 3rd Addendum
Author: Jason Christensen, Water Resources Manager
Department: Public Utilities
Date: January 24, 2023
Type of Item: Administrative

Recommendation

Consider a request to authorize the Third Addendum with SKM Engineering, LLC, for an additional \$370,869.27, bringing the contract not to exceed to \$898,869.27 in a form approved by the City Attorney.

Executive Summary

Park City's water system's critical infrastructure, including pumping stations, pressure-reducing stations, meters, storage tanks, and complex water treatment facilities, requires constant supervision, security, control, and the ability to communicate with other sites in the water system. This is accomplished through the SCADA, our Supervisory, Control, and Data System.

Operating the system is impossible without a functioning technological solution. The SCADA system automates the operation and supervision of the water system, allowing for 24/7 operations with reduced staffing and providing data logging.

Public Utilities maintains as needed/emergency contracts to provide professional services (e.g. electrical and SCADA contracts) and support (e.g. excavator contracts) and to comply with the City's Purchasing Policy. Due to continued network issues (as discussed in the FY 2023 Budget Process), and anticipated needs related to the startup of the 3Kings Water Treatment Plant additional funds are needed in our as-needed contract.

Public Utilities is requesting approval to execute the third addendum with our vendor to provide an additional \$370,869.27 in spending authorization through June 30, 2024. Executing a change order will continue 2021 pricing and, save the City 10-20 percent. No additional change orders are anticipated, and a new procurement and contract will be procured by June 30, 2024.

Analysis

Park City's water system's critical infrastructure, including 3 Water Treatment Plants, 16 Water Storage Tanks with a maximum capacity of 14.6 Million Gallons of Water, 26 pumping stations, 54 pressure-reducing stations, 6,000 meters, 130 miles of pipeline, comprising a system that requires constant supervision, security, control, and the ability to communicate between sites in the water system. This is accomplished through the SCADA, or Supervisory, Control, and Data System. SCADA encompasses both software and hardware, with custom programming specific to Park City's system. Most of the locations mentioned above contain a PLC, a programmable logic controller with Park City-specific logic that engages and disengages pumps or calls on other often offsite components to turn off or on.

In addition, the Safe Drinking Water Act and the Clean Water Act require us to monitor and record data related to water quality and key operating values such as pressure, tank levels, and pump flow rates. Operating the system is impossible without a functioning SCADA system. The SCADA system automates the operation and supervision of the water system, allowing for 24/7 operations with reduced staffing and providing data logging.

Public Utilities maintains as-needed/emergency contracts to provide expertise (electrical, and SCADA) and operational flexibility and support (excavator) and to comply with the City's Purchasing Policy. These contracts are not designed for large projects but are used to have a vendor available that meets our indemnification and liability provisions available to provide their expertise.

The majority of the SCADA contract expenses are used to resolve technical problems with the existing system, improve or create custom reports for compliance or internal tracking, and modify or add new instrumentation at various sites on an as-needed basis. This provider becomes an extension of staff where it would be difficult to in-house this level of expertise. Public Utilities has experienced an increase in the need for these services due to network equipment age and communication issues as discussed with Council during the Fiscal Year 2023 budget. Public Utilities also expects minor changes will be needed to 3 Kings Water Treatment Plant as operational knowledge is gained at this new treatment plant. This will include reprogramming systems, optimizing operations, and may include minor additional instrumentation.

Public Utilities evaluated beginning a procurement process rather than a change order to continue to secure SCADA services. Early on, we determined that due to the recent inflationary environment, it was unlikely we could secure a new contract without a 10-20% increase or greater in the hourly rates set in 2021. SKM is willing to keep current rates and to do one additional addendum up to June 30, 2024 (6 months beyond our current contract expiration date.)

Contract History

- On [November 8, 2018](#), Council authorized the initial contract in the amount not to exceed \$180,000.00 with a contract expiration of June 30, 2021.
- On [October 13, 2020](#), Council authorized the first addendum of an additional \$115,000 bringing the contract total not to exceed to \$295,000 and an extension of the contract to December 31, 2021.
- On [December 9, 2021](#), Council authorized the second addendum of an additional \$233,000 bringing the contract total not to exceed to \$528,000 and an extension of the contract to December 31, 2023.

Public Utilities is requesting authorization to execute the third addendum for an additional \$370,869.27 bringing the contract total not to exceed to \$898,869.27 and an extension of the contract to June 30, 2024.

This represents spending of approximately \$160,000 a year over a little over a 5-year-7-month period. No additional change orders are anticipated, although spending around this level is expected to continue under a new procurement and contract beyond June

30, 2024. Public Utilities continues to receive quality support from SKM Engineering, and Public Utilities finds that this contract provides value to the City. The Vendor may not receive the full amount of this change order as it remains an as-needed/emergency services contract.

Funding

This contract is funded by water service fees.

City Council Staff Report



Subject: Bransford Parcels Rezone
Application: PL-21-05042
Author: Alexandra Ananth, Sr. Planner
Date: January 24, 2023
Type of Item: Legislative - Zoning Map Amendment

Recommendation

Staff recommends the Council (I) review Ordinance 2023-03, an Ordinance approving a Zoning Map Amendment to rezone six (6) acres from Recreation and Open Space (ROS) to Estate (E) from a portion of PCA-S-79-C (the Bransford property, also known as the Logan Parcel), Park City, Utah, and subject to future subdivision plat approval by the City Council of Park City prior to January 24, 2025; (II) Hold a Public Hearing; and (III) Consider approving Ordinance 2023-03.

Description

Applicant: Anne Bransford, Bransford Land Company LLC represented by Jeffrey Kuhn, Kuhn Company

Location: Parcels: PCA-S-79-C & PCA-S-79-B

Existing Zoning: Recreation and Open Space, Sensitive Land Overlay

Proposed Zoning: Estate, and Recreation and Open Space and Sensitive Land Overlay with a Conservation Easement at Subdivision

Adjacent Uses: Deer Valley Resort, Ski and Bike Trails, Red Cloud Subdivision, Open Space

Reason for Review: Rezone Applications Require a Planning Commission Recommendation and City Council Action.¹

1999 DA	1999 Flagstaff Development Agreement
2007 DA	2007 Amended Flagstaff Development Agreement
E	Estate
LOD	Limits of Disturbance
LMC	Land Management Code
MPD	Master Planned Development
ROS	Recreation Open Space
SFD	Single Family Dwelling
SLO	Sensitive Land Overlay
UPCM	United Park City Mines

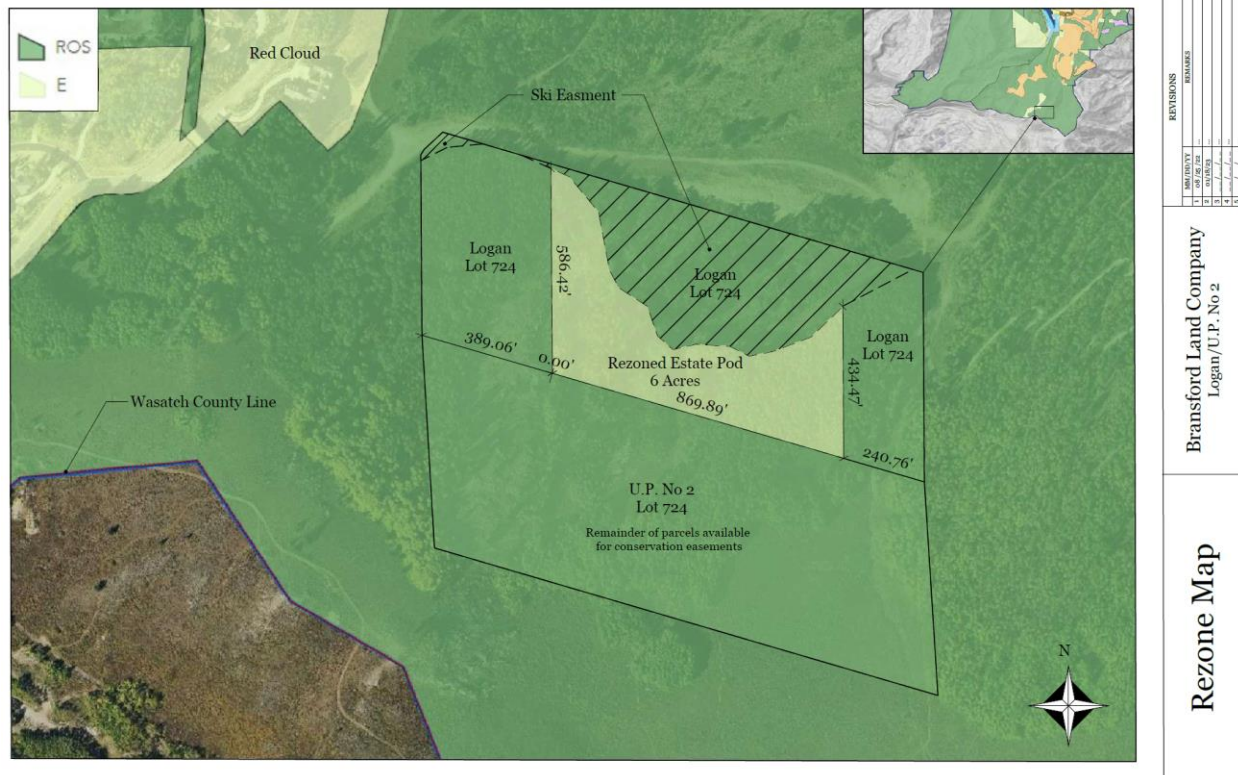
Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

¹ LMC [§ 15-1-7](#)

Summary

The Applicant is proposing to rezone two three-acre “pods” from Recreation Open Space (ROS), where no residential Density is permitted, to Estate (E), to eventually develop one (1) Single-Family Dwelling (SFD) per pod, for a total of two (2) units on the 39.62-acre site. The parcels include:

- PCA-S-79-C (also known as the Logan Parcel), 19.80 acres
- PCA-S-79-B (also known as the U.P. No. 2 Parcel), 19.82 acres



Proposed Zone change - 6 Acres (Shown in Exhibit B)

The Applicant is requesting an incremental approval process, starting with a Rezone, with a maximum density of two (2) SFDs, prior to seeking approval for a two-Lot Subdivision for two SFDs. This incremental approval process is allowed under the City's Land Management Code (LMC). The site-specific related challenges anticipated in the subdivision process are supported by Conditions of Approval in the attached Draft Ordinance. If the City Council approves the Rezone and establishes the limited Density requested for the parcels and the Applicant can secure an access easement to the pods, the Applicant will initiate the process for a Subdivision Plat, which will require review and recommendation by the Planning Commission and Action by the Council. Condition of Approval 13 states that "The approval of this Zone Change is subject to a two-year Sunset Clause. If the Applicant has not received an approval for a Subdivision Plat within the allotted amount of time from date of City Council action, the Zoning will revert to Recreation and Open Space (ROS)."

The Planning Commission held the following meetings to review the project:

April 13, 2022	The Planning Commission held a Work Session to provide preliminary input and identify additional analysis that would be required to make an informed recommendation on the rezone. (Staff Report , Minutes)
June 8, 2022	The application was continued to June 15, 2022 due to a lengthy Planning Commission Agenda. (Staff Report , Minutes)
June 15, 2022	The Planning Commission held a Work Session on the application and continued the item to August 10, 2022. (Staff Report , Minutes)
August 10, 2022	The Planning Commission continued the Work Session. (Staff Report , Minutes)
November 9, 2022	The Planning Commission opened a Public Hearing and continued the item to December 14, 2022. (Staff Report , Minutes)
December 14, 2022	The Planning Commission continued the Public Hearing and voted 4-2 to recommend the Rezone to City Council for consideration on January 24, 2023. The Commissioners who voted against the recommendation had concerns with the incremental approval process the applicant is seeking and that the Rezone may be premature without clear access to the lots. (Staff Report , Minutes p 4-16). Public input included concern that the application was premature without proper access. Numerous revisions were made to the Conditions of Approval at the Planning Commission meeting as reflected in the Minutes p. 15 and final Draft Ordinance.



Image provided by the Applicant to provide overview of the area in which the parcels lie.

Background

The Applicant has owned percentages of the Logan and U.P. No. 2 mining claims for approximately 97 years, which are located on the east slope of Flagstaff Peak, just north of the Wasatch County line in Summit County. Previous percentages of ownership of the mining claims belonged to United Park City Mines Company (UPCM). In 2016 the Applicant (Bransford Land Company) acquired 100% ownership of each parcel.

As of 1998 before the parcels were annexed into Park City, Summit County zoned the parcels Mountain Remote, which allowed a base density of one (1) dwelling unit per 20-40 acres. At the time, this was the maximum allowed density, and an additional proposal of density would require a Special Plan Development, which is a proposal by the developer to the county to outline density in a form that would be beneficial to the community. Under the Summit County regulations, the Applicant may have had zero units of density allocated to the land or up to seven or eight units, depending on the proposals and their compliance with the Snyderville Basin Development Potential Matrix 2.3.F(1) (Exhibit G, Page 2).

In 1999, the Bransford Parcels were included in the 1,750 acres of property in unincorporated Summit County that was annexed into Park City Municipal under the 1999 Flagstaff Development Agreement (1999 DA). However, the Applicant (the Bransfords) did not sign the Flagstaff Development Agreement (later, the [2007 Amended Flagstaff Development Agreement \(2007 DA\)](#) – Exhibit F).

At the time of the annexation, the Bransford Parcels were included with a group of properties identified throughout the DAs as the “Northside Neighborhood” and “Northside Neighborhood Property Owners.” This group represented a 63-acre portion of Flagstaff Mountain and includes five separate property owners, as noted on Page 5 of the 2007 DA. The DA establishes Maximum Densities for the Mountain Village and Northside Neighborhood, among other things.

The 2007 Development Agreement states:

2.4 “..upon their [The Northside Neighborhood] written acceptance of the terms of this Agreement, may contain a maximum of 38 homes, the size and location of which shall be determined at Small Scale MPD/Subdivision review....”

In Section 2.4.1 it describes the Small Scale MPD:

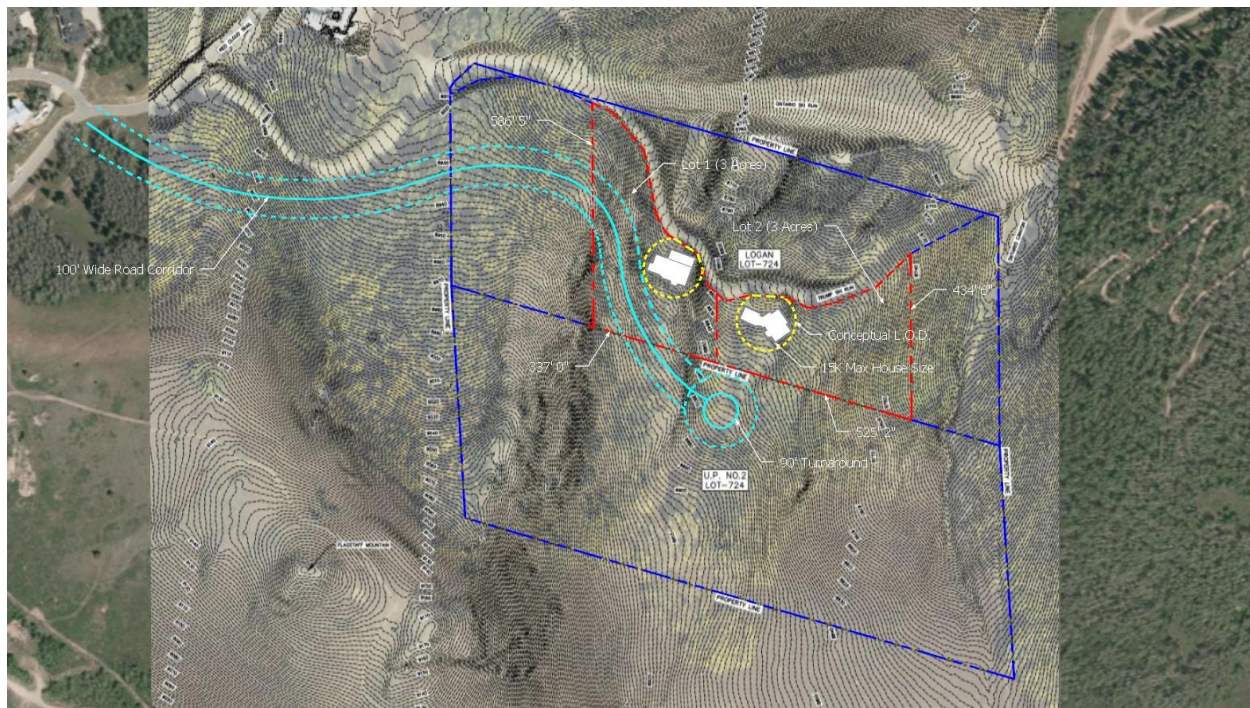
2.4.1 “The Small Scale MPD must include all Northside Neighborhood Property Owners to achieve the maximum density of 38 detached single-family homes. Absent participation by all Northside Neighborhood Property Owners, DEVELOPER and DEER VALLEY may apply for a Small Scale MPD for a maximum of 30 single-family homes on the portion of the Northside Neighborhood owned by DEVELOPER and DEER VALLEY.”

2.4.1 is followed by a set of restrictions regarding limited development in the Northside Neighborhood for the Developer and Deer Valley, outlined in the majority of the Development Agreement 2.4.

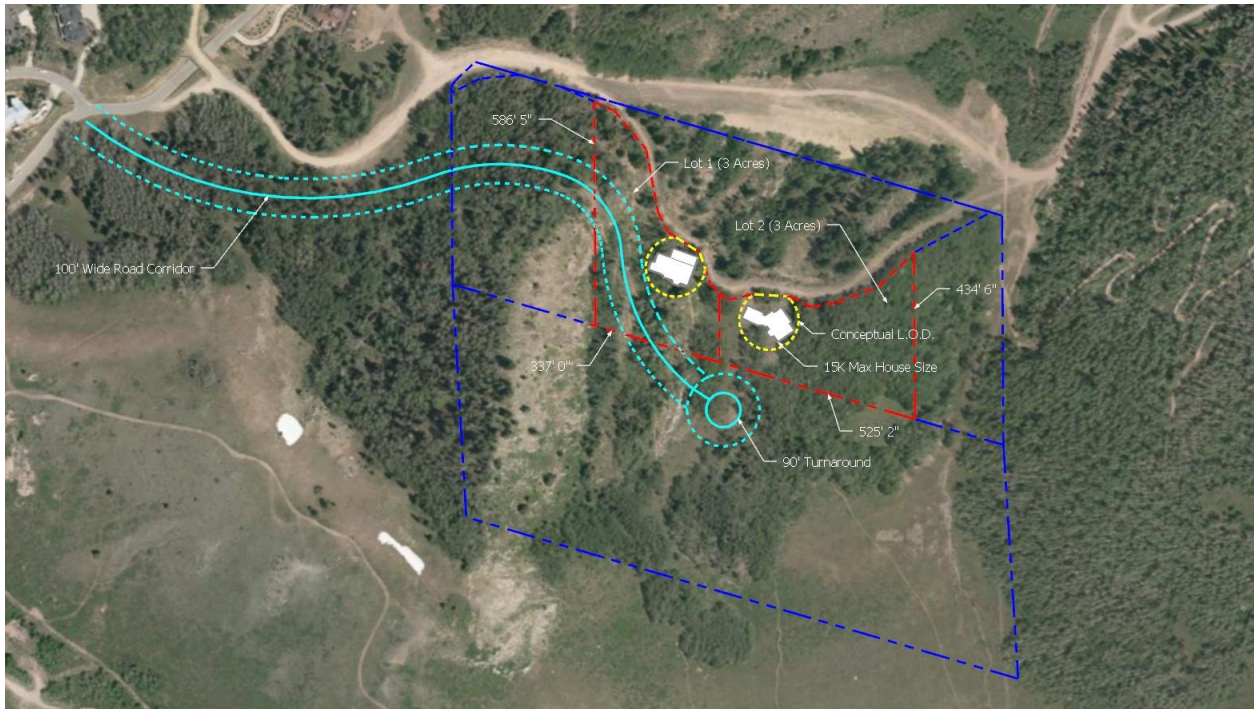
To summarize, the 2007 DA stated that if all the Northside Neighborhood property owners could come to an agreement for development of their property, they could develop a maximum of 38 homes (and a chapel), collectively. If the Northside Neighborhood property owners could not all come to an agreement, the 2007 DA still allowed UPCM and Deer Valley 30 SFDs.

The Northside Neighborhood property owners did not come to an agreement and UPCM and Deer Valley proceeded with the permitting and construction of the 30 SFDs, now known as the Red Cloud Subdivision (See Ordinance and Subdivision Map, Exhibit J). As noted earlier, the Bransford Land Company chose not to sign on with the other Northside Neighborhood property owners at the time, and their parcels were not included in the Red Cloud Subdivision. However, not signing with the other Northside property owners did not preclude them from seeking some amount of Density on their own, later, which is what the current application seeks to do.

At the time of annexation into Park City, the area was zoned Recreation and Open Space Master Planned Development (ROS-MPD) in which a Single-Family Dwelling (SFD) is a prohibited Use. The Red Cloud Subdivision was Rezoned from ROS-MPD to Estate-MPD (E-MPD) in 2004 at the time of Subdivision approval, but the remainder of the Northside Neighborhood remains ROS.



Proposed pods for Zone Change (outlined in red) over topographic lines.



Proposed pods for Zone Change (outlined in red) with option for two Single Family Dwellings and private road with fire turnaround.

Analysis

LMC [§ 15-1-7](#) outlines the process for amendments to the Zoning Map, requiring public notice to each owner of record affected by the proposed change, a public hearing before the Planning Commission, a Planning Commission recommendation to the City Council, and a City Council public hearing and final action. If written objections are submitted relating to the Zoning Map amendment, the Planning Commission considers each objection when adopting its formal recommendation and forwards all objections to the City Council.² Public Comment received prior to publication is attached as Exhibit K.

Staff finds that the rezone could be Conditioned to mitigate adverse effects if a subdivision plat is completed in a timely manner. As a result, staff recommends a sunset clause in which the rezone approval expires in two years.

Condition of Approval 2: Maximum density in the rezoned area is two (2) Single Family Dwelling Units. No building permits shall be issued to develop Parcel PCA-S-79-C until access has been secured and a subdivision plat consistent with the Conditions of Approval of this Ordinance has been recorded.

Condition of Approval 12: The approval of this Zone Change is subject to a two-year Sunset Clause. If the Applicant has not received an approval for a Subdivision Plat within the allotted amount of time from date of City Council action, the Zone will revert to Recreation and Open Space (ROS).

² LMC [§ 15-1-7\(B\)\(2\)\(c\)](#).

Below, staff has outlined the proposal comparing the existing and proposed zoning purpose statements and compatibility with the General Plan Upper Deer Valley Neighborhood:

Recreation and Open Space Zoning District

Purpose Statement	Review of Application
Establish and preserve districts for land uses requiring substantial Areas of open land covered with vegetation and substantially free from Structures, Streets and Parking Lots	Conditions of Approval 2-7 The Applicant is proposing two (2) Single-Family Dwellings on two three-acre Lots out of approximately 40 acres. The Applicant is proposing to place a conservation easement on approximately 82% of the total 40 acres.
Permit recreational Uses and preserve recreational Open Space land	Condition of Approval 7 The Applicant is proposing to maintain and grant easements for the existing bike and ski trails located on the property. If the trails require relocation the Applicant has agreed to move the trails at their own expense, as approved by the Trails and Open Space Manager.
Encourage parks, golf courses, trails and other Compatible public or private recreational Uses	See above.
Preserve and enhance environmentally sensitive lands, such as wetlands, Steep Slopes, ridge lines, meadows, stream corridors, and forests.	Conditions of Approval 3-5 The Applicant will be required to comply with Sensitive Land Overlay to preserve and protect sensitive lands, including steep slopes and wetlands. Furthermore, prior to submitting a subdivision plat application, the Applicant will be required to submit an arborist report identifying Significant Vegetation. Impacted Significant Vegetation shall be replaced in kind, as approved by the Planning Director, evaluated at the time of subdivision plat review.
Encourage sustainability, conservation, and renewable energy.	Conditions of Approval 12 To encourage sustainability and environmentally responsible second homes, development on site shall comply with COAs: COA 12 "Both Single-Family Dwellings shall be designed and constructed to incorporate best planning practices for sustainable development for Residential construction in

	place at the time of building permit application including but not limited to water-efficient low-flow fixtures and Energy Star rated appliances; building envelopes shall be designed to be energy efficient; all landscaping shall be water-wise and native; all exterior lighting shall meet the City's Dark Sky Ordinance LMC § 15-5-5(J). Electrification of all utilities is required, and all outdoor appliances/utilities such as heated paving, roof heat tape, firepits, irrigation systems, etc. shall be connected to timers and moisture sensors, to only pull energy when necessary/required.
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Estate Zoning District

Purpose Statement	Review of Application
Preserves ridge tops, meadows, and visible hillsides	New development must comply with the Estate Zoning District, LMC Chapter 15-2.10 , and the Sensitive Land Overlay LMC Chapter 15-2.21 .
Preserves large, cohesive, unbroken Areas of Open Space and undeveloped land	New development must comply with the Estate Zoning District, LMC Chapter 15-2.10 , and the Sensitive Land Overlay LMC Chapter 15-2.21 .
Preserves and incorporates wetlands, drainage ways, and intermittent streams as amenities of Development	Required per SLO. New development must comply with the Estate Zoning District, LMC Chapter 15-2.10, and the Sensitive Land Overlay LMC Chapter 15-2.21.
Mitigates geologic and flood hazards	Required per SLO. New development must comply with the Estate Zoning District, LMC Chapter 15-2.10, and the Sensitive Land Overlay LMC Chapter 15-2.21.
Protects views along the City's entry corridors	Not Applicable.
Decreases fire risk by keeping Development out of sensitive wild land interface Areas	Plans will require compliance with Wildland Urban Interface standards, the Fire District standards, the Estate Zoning District, and the SLO.

Incorporate pedestrian trail linkages between and through neighborhoods	Condition of Approval 7 The Applicant shall maintain and grant easements for the existing bike and ski trails located on the property. If the trails require relocation the Applicant shall move the trails at their own expense, as approved by the Trails and Open Space Manager.
Encourage comprehensive, efficient, Compatible Development which results in distinct and cohesive neighborhoods through application of the Sensitive Lands Ordinance	Required per SLO. New development must comply with the Estate Zoning District, LMC Chapter 15-2.10 , and the Sensitive Land Overlay LMC Chapter 15-2.21 .

General Plan

Upper Deer Valley Neighborhood	Review of Application
91% of Occupancy in this neighborhood is Secondary Residents	The proposal is consistent, and Nightly rentals are allowed in the Estate Zoning District.
Flagstaff proposed development pods framed by Open Space	Condition of Approval 2-3 The proposal, as conditioned, is consistent. The two SFDs would be clustered and surrounded by conservation easements.
Resort Oriented Development, second homes and nightly rentals with a focus on a comfortable visitor experience and support resort economy.	The proposal is consistent, and Nightly rentals are allowed in the Estate Zoning District.
Expansion of summer activities.	Condition of Approval 7 As noted in the first table above, the Applicant proposes to maintain and grant easements for all existing bike and ski trails.
Consistent with the General Plan's Goal 1: "Park City will grow inward, strengthening existing neighborhoods while protecting undeveloped land representative of the community's core values from future development"	Conditions of Approval 2-3 Taken in the context of the broader annexation which clustered development within defined residential pods, the limited density proposed remains consistent with the Flagstaff planning and adjacent to the Red Cloud Subdivision, from which utilities can be run.

Environmentally responsible second homes. “Unoccupied homes use as much energy and emit as much carbon dioxide on average, as an occupied home.” “Future improvements toward increased energy efficiency in second homes and nightly rentals should be sought to counter the issue.”	Condition of Approval 12 As noted in the first table above, the rezone is conditioned, and the future subdivision plat could also be conditioned to require energy-saving options. See Condition of Approval 12.
Preservation of the natural setting.	Conditions of Approval 2-3 The application is consistent, proposing 82% of the 40 acres to be conserved.

Department Review

The Development Review Committee³ met on November 16, 2021, in addition to the application being reviewed by the Planning, Engineering, Transportation Planning, Legal and Utilities Divisions. Several concerns were raised such as access easements, water and sewer connections, and fire code compliance and access. These items will be evaluated fully, as part of the Subdivision Plat review.

Notice

Staff published notice on the City’s website and the Utah Public Notice website on October 26, 2022. Staff mailed courtesy notice to property owners within 300 feet on October 27, 2022. The *Park Record* published notice on October 26, 2022.⁴ Notice was posted along Red Cloud Trail, across from Ruby Hollow and south of the Deer Valley ski bridge. Because the property does not have existing access staff did not post notice to the parcels because it would not be accessible to the public.

The November 9, 2022, public hearing was continued to December 14, 2022.

Public Input

Public input is available in Exhibit K. Any public input not included will be forwarded to the Council prior to the public hearing on January 24, 2023.

³ The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney’s Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

⁴ LMC [§ 15-1-21](#)

Exhibits

Exhibit A: Draft Ordinance No. 2023-03

Exhibit B: Applicant Narrative and Presentation

Exhibit C: Topography Survey with Deer Valley Easement

Exhibit D: Record of Survey December 2013

Exhibit E: JJ Johnson Development Feasibility Study 1981

Exhibit F: Applicant's Submittal Showing Existing Access Easement Granted by REDUS

Exhibit G: 2007 Amended Flagstaff Development Agreement and Exhibits

Exhibit H: Park City Annexation of Flagstaff Mountain

Exhibit I: Snyderville Basin Land Use Plan and Development Potential Matrix 1998

Ord. 323

Exhibit J: Red Cloud Ordinance and Plat

Exhibit K: Public Comment

Ordinance No. 2023-03

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT TO REZONE A SIX (6) ACRE POD FROM RECREATION AND OPEN SPACE (ROS) TO ESTATE (E) FROM A PORTION OF PCA-S-79-C (THE BRANSFORD PROPERTY, ALSO KNOWN AS THE LOGAN PARCEL), PARK CITY, UTAH, SUBJECT TO SUBDIVISION PLAT APPROVAL BY THE CITY COUNCIL OF PARK CITY PRIOR TO JANUARY 24, 2025

WHEREAS, Parcel PCA-S-79-C, a 19.8-acre parcel, is owned by the Bransford Land Company;

WHEREAS, the Bransford Land Company petitioned the City Council to rezone six acres of Parcel PCA-S-79-C from Recreation and Open Space to Estate, to create two three-acre pods for the future construction of two Single-Family Dwellings, with each Single-Family Dwelling located on one three-acre pod;

WHEREAS, on April 13, 2022, June 15, 2022, and August 10, 2022, the Planning Commission conducted work sessions to review the proposed rezone;

WHEREAS, on October 27, 2022, staff posted notice to a location nearest the property, mailed notice according to the requirements of the Land Management Code, and posted notice to the Utah Public Notice website and City website;

WHEREAS, on October 26, 2022, the Park Record published legal notice, according to the requirements of the Land Management Code;

WHEREAS, on November 9, 2022, and December 14, 2022, the Planning Commission held a public hearing;

WHEREAS, on December 14, 2022, the Planning Commission forwarded a positive recommendation to the City Council;

WHEREAS, on January 24, 2023, the City Council held a public hearing; and

WHEREAS, the proposed zoning map amendment is consistent with the purposes of the Utah Municipal Land Use, Development, and Management Act, Utah Code Section 10-9a-102:

The purposes of this chapter are to:

- a. provide for the health, safety, and welfare;
- b. promote the prosperity;
- c. improve the morals, peace, good order, comfort, convenience, and aesthetics of each municipality and each municipality's present and future inhabitants and businesses;
- d. protect the tax base;
- e. secure economy in government expenditures;
- f. foster the state's agricultural and other industries;
- g. protect both urban and nonurban development;
- h. protect and ensure access to sunlight for solar energy devices;
- i. provide fundamental fairness in land use regulation;
- j. facilitate orderly growth and allow growth in a variety of housing types; and
- k. protect property values.

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

SECTION 1. APPROVAL. The Conceptual Zoning Map Amendment to rezone a six-acre pod from Recreation and Open Space to Estate within Parcel PCA-S-79-C, as shown in Attachment, 1 is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. Parcel PCA-S-79-C (the Bransford Parcel, also known as the Logan Parcel) contains 19.8 acres and is currently zoned Recreation Open Space.
2. The Applicant proposes to rezone six acres within Parcel PCA-S-79-C from Recreation Open Space to Estate to create two three-acre pods to accommodate the development of two Single-Family Dwellings, one for each three-acre pod.
3. Parcel PCA-S-79-C is in the Sensitive Land Overlay Zone and development must comply with the regulations of Land Management Code Chapter 15-2.21.
4. Prior to the annexation into Park City in 1998, the Snyderville Basin Development Code located the existing parcels in the West Mountain neighborhood within the Mountain/Remote Area.
5. The Bransford Parcels were included in the 1,750 acres of property in unincorporated Summit County that was annexed into Park City Municipal under the 1999 Flagstaff Development Agreement.
6. After the annexation of the parcels into Park City, the area was zoned Recreation and Open Space (ROS) Master Planned Development (MPD) in which a Single-Family Dwelling (SFD) is a prohibited Use.
7. The Applicant's proposed Zone Change to Estate (E) will allow the development of two Single Family Dwellings.

Conclusions of Law:

1. The Zoning Map Amendment request is consistent with the Park City General Plan and the Land Management Code, including Section 15-1-7(B)(2).
2. The Zoning Map Amendment is consistent with applicable state law.
3. The Zoning Map Amendment furthers the purposes of Utah Code Section 10-9a-102.

Conditions of Approval:

1. The Planning Director, City Attorney, and City Engineer will review and approve the final form and content of the Zoning Map Amendment for compliance with State Law, the Land Management Code, and the Conditions of Approval.
2. Maximum density in the rezoned area is two (2) Single Family Dwelling Units. No building permits shall be issued to develop Parcel PCA-S-79-C until access has been secured and a subdivision plat consistent with the Conditions of Approval of this Ordinance has been recorded.
3. Consistent with the permitted Uses of the ROS zone and this approval the Applicant shall record a Conservation Easement for the remaining Recreation and Open Space zoned acreage for Parcel PCA-S-79-B and PCA-S-79-C, excluding the six Estate zoned acres, at the time of Rezone recordation. Limits of Disturbance are limited to the 6-acres and shall include the driveway area. Minor adjustments to the Conservation Easement

and Zoning Map shall conform to the final Subdivision Approval. Lot lines on the attached map shall be eliminated.

4. The Applicant shall submit a Tree Preservation and Replacement Plan from a licensed Arborist to the Planning Director with the subdivision plat application that identifies Significant Vegetation in the Estate zoned portion of the lot and any Significant Vegetation to be removed for development, including for access and driveway areas.
5. New development must comply with the Estate Zoning District regulations outlined in LMC Chapter 15-2.10, and the Sensitive Land Overlay regulations outlined in LMC Chapter 15-2.21. Development on Steep Slopes and Very Steep Slopes is prohibited. Access shall be prohibited from Steep and Very Steep Slopes.
6. Access to the rezoned Estate areas within Parcel PCA-S-79-C requires a common/shared driveway to minimize site disturbance and shall be located to prevent Significant Vegetation disruption and steep slope disturbance. Driveway width shall be the minimum required by the Park City Fire District.
7. The Applicant shall maintain and grant easements bike and ski trails located on the property at the time of plat recording and ski trails shall not be impacted by development or access. If any bike trails require relocation the Applicant shall move the trails at their own expense, as approved by the Trails and Open Space Manager and must be approved with the Subdivision Plat .
8. The subdivision plat shall require a maximum irrigated or landscaped area and additional restrictions to maintain a reliable Limits of Disturbance (LOD).
9. In keeping with Red Cloud Subdivision, the Maximum House Size shall not exceed 10,000 square feet Gross Floor Area.
10. The City shall require the finalization of plans for utilities and access, prior to submittal of a subdivision plat application. The approval of this Ordinance does not guarantee approval of the subdivision plat, or future development. Future applications shall be evaluated according to the Land Management Code in effect at the time of application, and these additional conditions of approval.
11. Final location of the two proposed Single-Family Dwellings and Limits of Disturbance shall be outlined on any future subdivision plat with a Planning Commission Finding that these locations meet the requirements of the Sensitive Land Overlay, Land Management Code, and General Plan.
12. Both Single-Family Dwellings shall be designed and constructed to incorporate best planning practices for sustainable development for Residential construction in place at the time of building permit application including but not limited to water-efficient low-flow fixtures and Energy Star rated appliances; building envelopes shall be designed to be energy efficient; all landscaping shall be water-wise and native; all exterior lighting shall meet the City's Dark Sky Ordinance LMC § 15-5-5(J). Electrification of all utilities is required, and all outdoor appliances/utilities such as heated paving, roof heat tape, firepits, irrigation systems, etc. shall be connected to timers and moisture sensors, to only pull energy when necessary/required.
13. The approval of this Zone Change is subject to a two-year Sunset Clause. If the Applicant has not received an approval for a Subdivision Plat within the allotted amount of time from date of City Council action, the Zoning will revert back to Recreation and Open Space (ROS).

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

PASSED AND ADOPTED this 24th day of January 2023.

PARK CITY MUNICIPAL CORPORATION

MAYOR

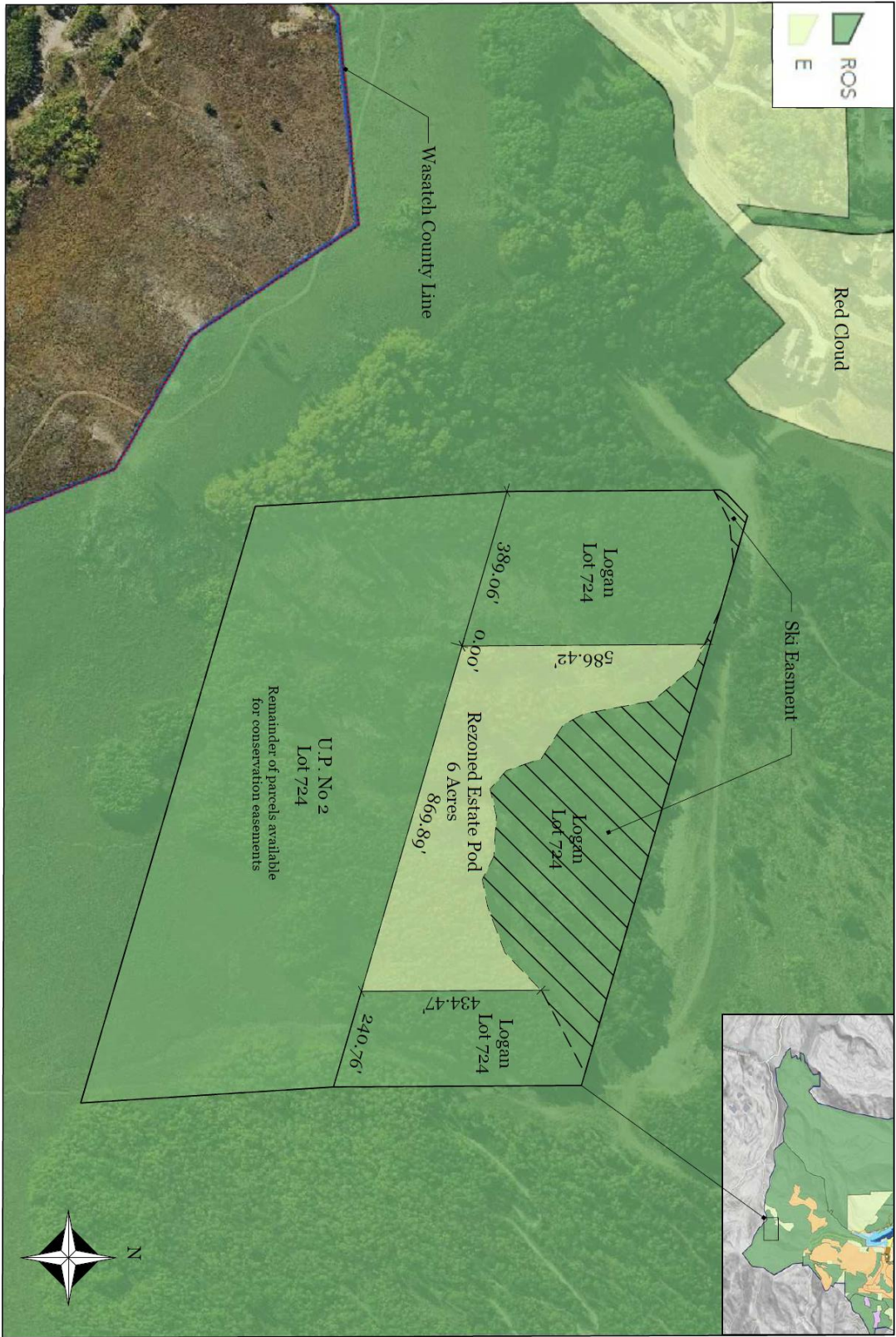
ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

Attachment 1: Conceptual Zoning Map Amendment



REVISIONS	
MM/DD/YY	REMARKS
1 08/25/22	...
2 01/18/23	...
3	...
4	...
5	...

Rezone Map

Bransford Land Company
Logan/U.P. No 2



PARK CITY PLANNING COMMISSION PRESENTATION

JUNE 8, 2022



INTRODUCTION

Our Objective

From humble beginnings in 1884 as a seamstress in Park City to a major stock owner in the Silver King Coalition Mine Company, our Great, Great Aunt Susanna Bransford became one of a handful of women in her day to control her own properties and finances.

Now 138 years later, the Bransford sisters find ourselves similarly desiring to manage our family's remaining Summit County property holdings. We have *no interest* in being Developers. Our hope is to prepare our property for a potential sale while maintaining low density and preserving the existing vegetation, wildlife, ski and biking/hiking trails.



INTRODUCTION

The Bransford Sisters

Raised in Salt Lake City; Mary, Carolyn and Anne, (the Bransford sisters) enjoyed spending their childhood to young adult years visiting Park City and traveling Parley's Canyon via the two-lane Lincoln Highway. Summit Park was composed of summer cabins and we enjoyed horse-drawn sleigh rides across what is now the Swaner Preserve all the way to the "White Barn". Mary and Carolyn skied the opening day of Treasure Mountain Resort in December 1963 on a \$3.50 pass and TMR was where Anne made her ski debut on the "T Bar." Our families have enjoyed skiing at Deer Valley Resort since its opening in 1981.



INTRODUCTION

Fond memories include

- attending the first “Open Air Arts Festival” on Main Street in 1969;
- the candy selection and ice cream at Pop Jenks;
- church wood-cutting parties and picnics on our property;
- attending Camp Cloud Rim Girl Scout Camp;
- meals at Mt. Air Café; and
- watching in awe the Engen brothers ski jump off Ecker Hill.

We have enjoyed many family vacations and celebrations through the years, including a family wedding on the Town Bridge in August 2018.



Contributing to the Community

Today we consider Park City our home and, after living outside Utah for many years, we feel we have returned to our family's roots. In addition to inheriting our ancestors' property that we are discussing this evening, all three sisters inherited the volunteer "gene" and work ethic from our mother. Since residing in Park City, we have contributed time and financial contributions to the community and its non-profit organizations.



Bransford Land Company Board Members

Mary Bransford Leader

Park City resident since 2001. A Sales Associate with Summit Sotheby's, Mary has been involved with numerous local non-profits; including the *Women's Giving Fund Grant Committee*, *Egyptian Theatre* and *Women's Ski-Jumping USA*. Her current passion is affordable childcare in Summit and Wasatch counties as a member of the *Early Childhood Alliance* and as Board Member of *PC Tots* for the last four years.

Carolyn Bransford MacDonald

Carolyn returned to Park City in 2016, having lived in England for the previous 30 years. Upon her return she adopted the *Peace House* as a charity and personally shopped and delivered groceries/necessary supplies for more than 4 years. An avid supporter of *The Nature Conservancy*, *NPR*, *Ballet West*, *Fetch*, *National Ability Center* and the *Utah Symphony*, Carolyn is an honorary Trustee of the American Museum in Britain. She enjoys living in Park City and the Bahamas with her Welsh Corgi, Mister Flash.



Mary



Carolyn

BRANSFORD LAND COMPANY

Bransford Land Company Board Members

Anne Bransford

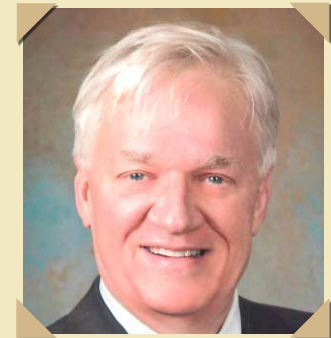
Park City resident since 1999. Single-parent of three children, who attended Park City schools. Served on Park City Board of Education 2008-2012. Former Boards of Mountainland Technical College and *Park City Performing Arts Foundation*. Anne and her two daughters are *Women's Giving Fund* members. She has been an active member of St. Luke's Episcopal Church for 22 years, serving and supporting its missions including *Adopt a Navajo Elder* and the *Project of Deeper Understanding*.

Jonathan D. Niedfeldt

Highland, Utah resident for 29 years. Trusted friend for decades and financial advisor to the BLC Board. Co-founder of Digital Acoustics. Consummate volunteer to the community and mentor to young people throughout the Rocky Mountain Region.



Anne

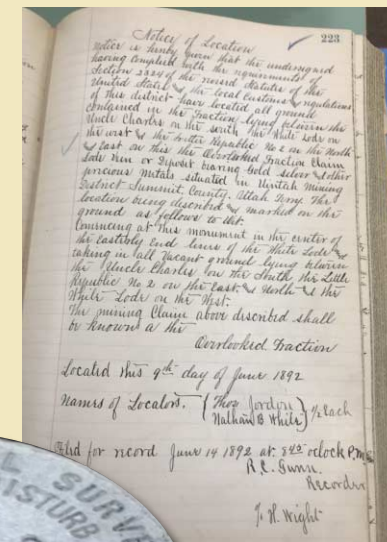
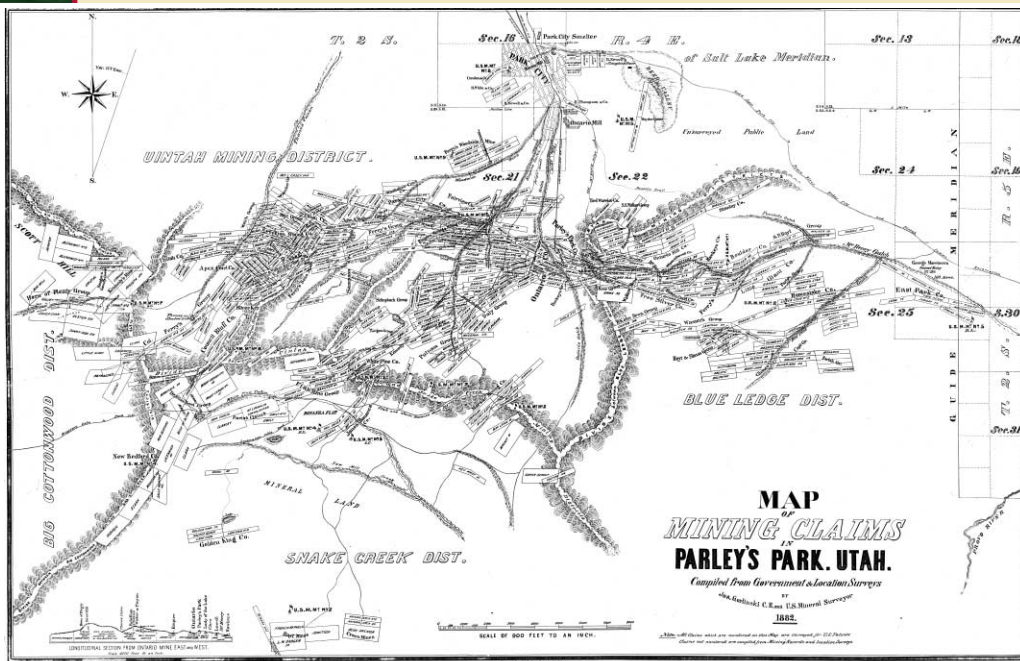


Jon

BRANSFORD LAND COMPANY

The Legacy lives on

The Bransford sisters are 4th generation Summit County land owners; and through our individual Trusts our children and grandchildren are 5th and 6th generation land owners of the Logan #724 and U.P. no 2. parcels. Since the death of our mother Marilyn Bransford (Wallace L.) in 1991, we have spent over 30 years diligently acquiring "bits and pieces" to currently owning 100% of the surface rights and 96% of the subsurface and mineral rights.



Chain of Title

97 years of Bransford Family Ownership

1925 George D. Blood (2ND Uncle) *1st Generation*

1943 Wallace M. & Wallace L. Bransford (Grandfather & Father) *2nd/ 3rd Generation*

1951 Wallace L. & Marilyn A. Bransford (Father & Mother) *3rd Generation*

1975 Marilyn A. Bransford (Mother) *3rd Generation*

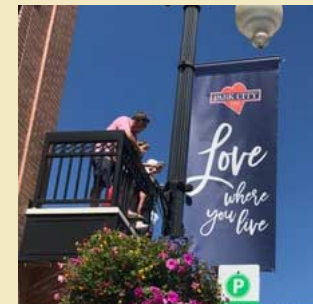
1993 Mary B. Leader, Carolyn B. MacDonald & Anne L. Bransford *4th Generation*

2007 Mary Leader Family Trust, Carolyn MacDonald Trust & Anne L. Bransford Trust *4th Generation*
Children of Mary B. Leader and Anne L. Bransford *5th Generation*
Grandchildren of Anne L. Bransford *6th Generation*

2019 Bransford Land Company, LLC, present

Business Relationships on the Mountain

Through the years we have been good neighbors and have had excellent working relationships with Park City Municipal, Deer Valley Resort, Mountain Trails Foundation, Redus Park City, LLC, Red Cloud Home Owners Association and the Empire Pass Master Owners Association. Most recently, we negotiated the conservation of our remaining parcels in Bonanza Flat, Wasatch County, working with Utah Open Lands and Park City Municipal.



Enjoying Our Property

For decades the Bransford parcels totaling approximately 40 acres have provided enjoyment and recreation to our family, friends and the greater Park City community for skiing, hiking, mountain biking, horseback riding, cross-country skiing, snowmobiling, camping, and picnics.



BRANSFORD LAND COMPANY

Enjoying Our Property

Charlie Sturgis and his crew cut mountain biking trails on our property; they include Flagstaff Loop, Road to Ruby and a small portion of Deer Camp.



Enjoying Our Property

For over 20 years the Bransfords have leased to Deer Valley Resort six acres for the Trump Ski Trail.



Location and size approximate



BRANSFORD LAND COMPANY

Thank you for the opportunity to introduce our family.
We look forward to working closely with Staff and the Planning Commission.
Our sincere thanks to Gretchen Milliken and her team and especially MaKena Hawley
for their assistance during this process.





LOT NO. 724 M.S. NO. 688
UINTAH MINING DISTRICT

LOCATED IN SECTION 28 & 33,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH

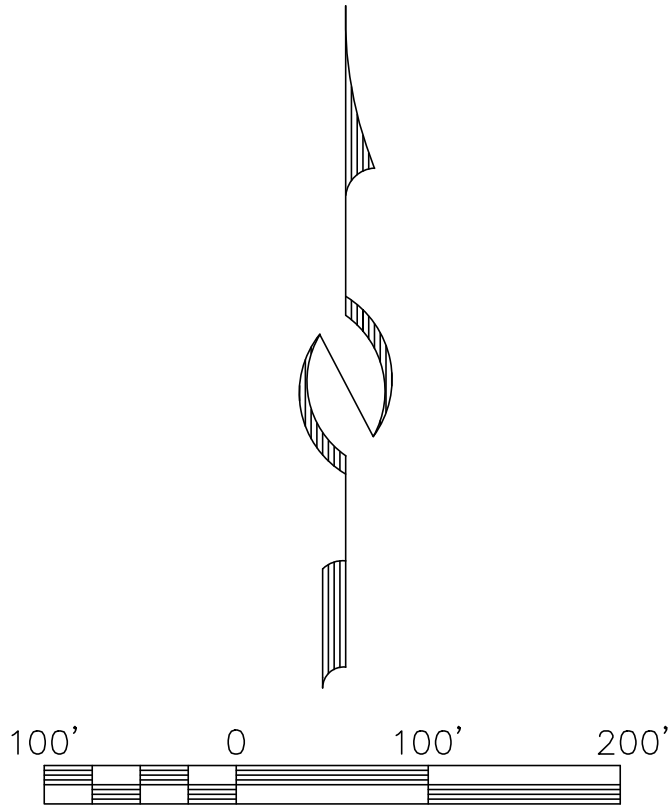


SURVEYOR'S CERTIFICATE

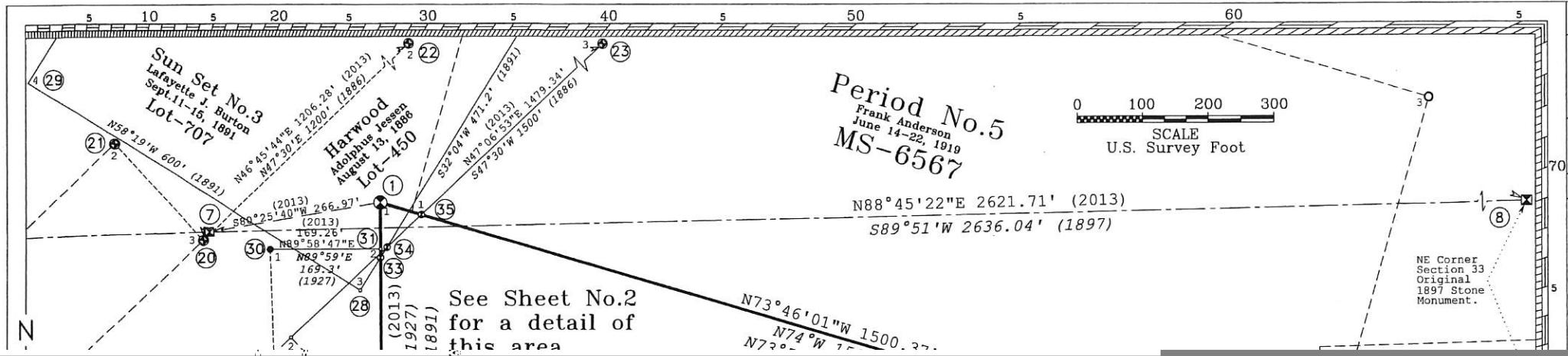
I, Michael Demkowicz, certify that I am a Professional Land Surveyor and that I hold License No. 4857264, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plat is a correct representation of said survey.

NOTES

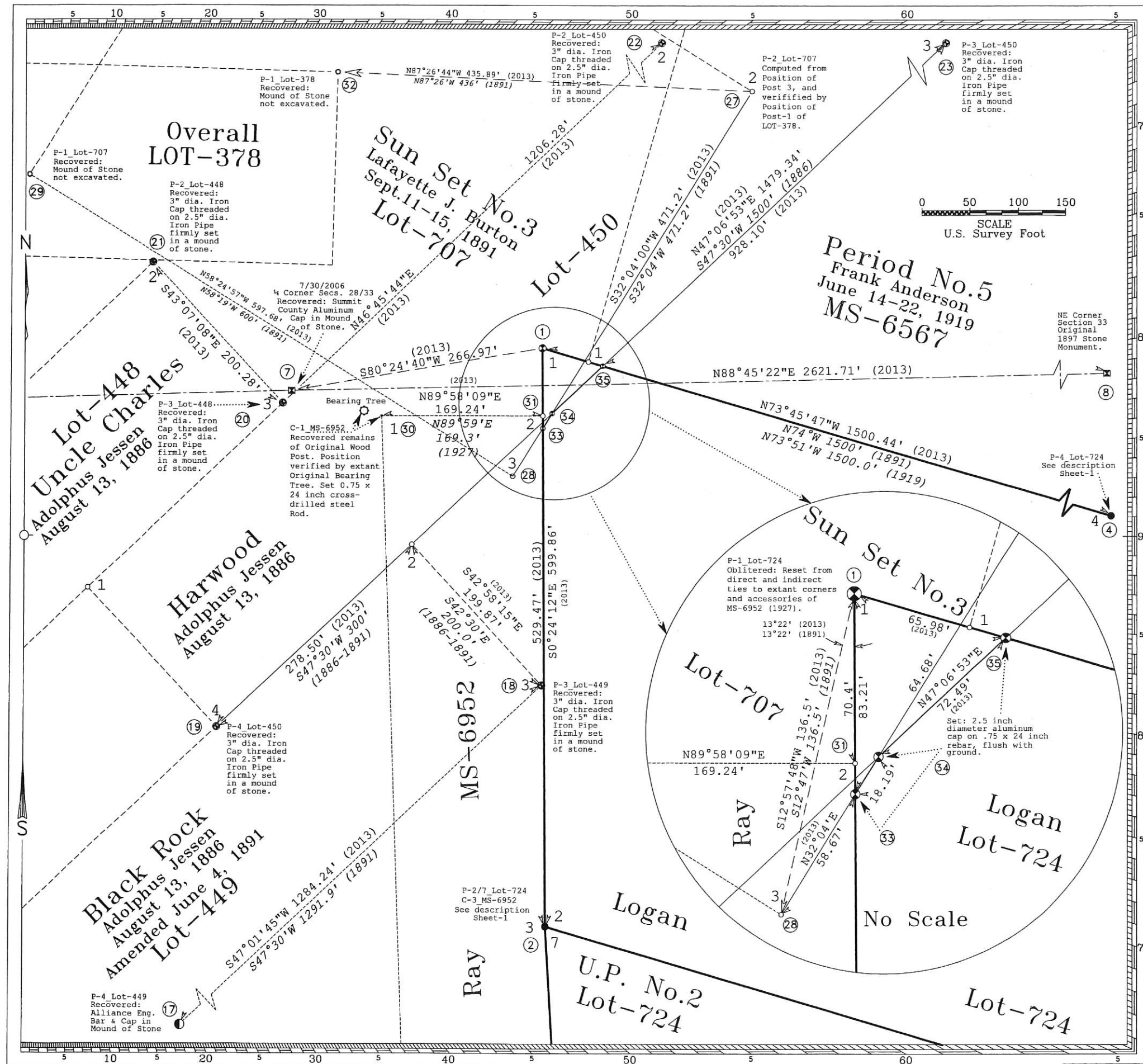
1. Topography survey was derived from an aerial survey performed in 2018.
2. Refer to Record of Survey S-7976, recorded in the Summit County Recorder's Office, for further boundary details.
3. Owner provided description of leased property being Exhibit 1 to memorandum of leased property.



(435) 649-9467  CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: MICHAEL DEMKOWICZ CONNOR DINSMORE		TOPOGRAPHIC MAP MINE CLAIM LOT-724: LOGAN & U.P NO.2 FOR: Bransford Property JOB NO.: 13-7-19 FILE: X:\Empire\dwg\Bransford\130719-Bransford Topography.dwg		SHEET 1 OF 1
	DATE: 01/13/2022				



RECORD OF SURVEY	
Lot No. 724 M.S. No. 688 Uintah Mining District Section 28 & 33 Township 2 South, Range 4 East Salt Lake Base & Meridian Summit County, Utah	
Prepared for Bransford Land Company 2700 Youngfield Street, Suite 202 Lakewood, Colorado 80215-7055	
EXPLANATION	NARRATIVE
Public Land Survey Recovered Public Land Survey Corner as described hereon. Mineral Surveys Set: 3.25 in. dia. Aluminum Cap affixed to a 2.375 x 36 in. flared bottom pipe. Set: 3.25 in. dia. Aluminum Cap affixed to a 0.75 x 24 in. reinforcing bar. Set: 2.5 in. dia. Aluminum Cap affixed to a 0.75 x 24 in. reinforcing bar.	The sole purpose of this survey was to retrace, recover, and re-monument the Original Lines, and Corners of U.S. Lot No. 724 (Mineral Survey No. 688), executed by Deputy Mineral Surveyor Robert Gorlinski on September 27, 1891. The Lines and Corners of several overlapping, adjoining, or nearby Mineral Surveys and U.S. Lots germane to the situs and extent of the lands conveyed on October 18, 1892, by Patent No. 22107 (Mineral Certificate No. 1818). No attempt was made during the course of this survey to investigate the existence, situs, or extent of any other surveys or interests.



RECORD OF SURVEY

Lot No. 724 M.S. No. 688
 Uintah Mining District
 Section 28 & 33 Township 2 South, Range 4 East
 Salt Lake Base & Meridian
 Summit County, Utah

Prepared for
 Bransford Land Company
 2700 Youngfield Street, Suite 202
 Lakewood, Colorado 80215-7055

EXPLANATION

Public Land Survey
 Recovered Public Land Survey Corner as described hereon.

Mineral Surveys

Set: 3.25 in. dia. Aluminum Cap affixed to a 2.375 x 36 in. flared bottom pipe.

Set: 3.25 in. dia. Aluminum Cap affixed to a 0.75 x 24 in. reinforcing bar.

Set: 2.5 in. dia. Aluminum Cap affixed to a 0.75 x 24 in. reinforcing bar.

Set: 0.75 x 24 inch x-drilled steel rod.

Calculated position: Not monumented.

Recovered: Original in situ Bearing Tree, Used to verify Original Corner position.

Recovered: Original Mound of Stones, not excavated, position at center of mound.

Recovered: 3 in. dia. Iron Cap affixed to a 2.5 in. dia. Iron Pipe. Clearly Stamped with Corner and Lot numbers.

Recovered: Alliance Engineering Plastic Cap affixed to 0.625 x 18 inch ReBar.

Recovered: Red Plastic Cap affixed to a 5/8 inch. Rebar. Marked LS-187821.

Recovered: Original 6x6 inch square pine post, reset in a mound of stone (MS-2931).

Computed: Original position of US Mineral Monument No.2, based on Lot-724 & MS-5408.

County Line

Recovered: Angle Point in Summit/Wasatch County Line (1936). 1 in. Iron Pipe.

Recovered: Angle Point in Summit/Wasatch County Line (1936). 2.5 in. dia. Iron Cap affixed to a 2 in. Dia. Iron Pipe.

Geodetic Control

PARK Azimuth 1938

Recovered: 3.5 in. dia. Brass Disk set in solid rock as described by USC&GS (CM5708)

NARRATIVE

The sole purpose of this survey was to retrace, recover, and re-monument the Original Lines, and Corners of U.S. Lot No. 724 (Mineral Survey No. 688), executed by Deputy Mineral Surveyor Robert Gorinski on September 27, 1891.

The Lines and Corners of several overlapping, adjoining, or nearby Mineral Surveys and U.S. Lots germane to the situs and extent of the lands conveyed on October 18, 1892, by Patent No. 22107 (Mineral Certificate No. 1818).

No attempt was made during the course of this survey to investigate the existence, situs, or extent of easements, encumbrances, conflicts, or utilities, which may be present within the Original Boundaries as shown hereon.

Bearings & Distances

S13°E 600.0(m) = Measured Distance

S13°E 600.0(r) = Record values

ORIGIN OF COORDINATES

NAD83(2011) Epoch 2010.00 Coordinate estimates are based on multiple GPS observations on Control Stations in the Project area, and constrained by the National Spatial Reference System

All bearings and distances shown hereon, are based on a NAD83(2011) Low Distortion Projection as defined below, and the distances are thereby expressed at an approximate Elevation of 8,900 Feet NAVD88.

Coordinate System Parameters

Transverse Mercator

Datum = NAD83(2011) EPOCH 2010.0000

Origin Latitude = 40°36'20.42780" N

Central Meridian = 111°30'01.36740" W

Scale Reduction = 1.000 422 unitless

False Northing = 200,000.00 USSF

False Easting = 50,000.00 USSF

GEOD12a (N) = -15.442 (m)

Developed GRID @ -8,900 NAVD88

No	Latitude	Longitude	Description
1	40° 36' 33.73671" N	111° 29' 56.52819" W	p1-724
2	40° 36' 27.81197" N	111° 29' 56.47359" W	p2-7/c3-724/6952
3	40° 36' 23.66998" N	111° 29' 37.80781" W	p3-6/c7-724/5931
4	40° 36' 29.53951" N	111° 29' 37.85820" W	p4/c2-724/6567
5	40° 36' 17.53190" N	111° 29' 37.30317" W	p5/c2/c6-724/5929/5931
6	40° 36' 21.79601" N	111° 29' 56.00404" W	p8/c3/c3/c4-724/5404/5929/6952
7	40° 36' 33.29824" N	111° 29' 59.94001" W	4 Corner Secs. 28/33
8	40° 36' 33.85875" N	111° 29' 25.96883" W	Cor. Secs.28/27/33/34
9	40° 36' 7.817803" N	111° 29' 24.84568" W	4 Corner Secs. 33/34
10	40° 36' 7.112304" N	111° 29' 34.98618" W	County Line Post #64
11	40° 36' 13.18128" N	111° 29' 50.81262" W	County Line Post #68
12	40° 36' 20.41296" N	111° 30' 01.27165" W	USMM No.2 (computed)
13	40° 36' 20.42780" N	111° 30' 01.36740" W	PARK Azimuth USC&GS
14	40° 36' 20.46563" N	111° 30' 01.41142" W	County Line Angle Point
15	40° 36' 20.46398" N	111° 30' 01.52578" W	Large Carin
16	40° 36' 24.31647" N	111° 30' 04.74246" W	County Line Post #71
17	40° 36' 21.63043" N	111° 30' 58.70961" W	p4-449
18	40° 36' 30.27690" N	111° 29' 56.53125" W	p3-449
19	40° 36' 29.84942" N	111° 30' 00.94165" W	p3/p4-38/450
20	40° 36' 33.17226" N	111° 30' 00.05867" W	p3-448
21	40° 36' 34.61630" N	111° 30' 01.83293" W	p2-448
22	40° 36' 41.33413" N	111° 29' 48.66848" W	p2-450
23	40° 36' 39.79285" N	111° 29' 46.89329" W	p3-450
24	40° 36' 21.33194" N	111° 29' 53.89746" W	c2/1-5929
25	40° 36' 19.53810" N	111° 29' 45.85062" W	c2/1-5929
26	40° 36' 16.96177" N	111° 29' 37.22373" W	c3/c5-5929/5931
27	40° 36' 36.36683" N	111° 29' 53.68280" W	p2-707
28	40° 36' 32.42284" N	111° 29' 56.92506" W	p3-707
29	40° 36' 35.51474" N	111° 30' 03.52364" W	p1-707
30	40° 36' 33.04050" N	111° 29' 58.71517" W	c1-6952
31	40° 36' 33.04137" N	111° 29' 56.52179" W	c2-6952
32	40° 36' 36.55877" N	111° 29' 59.32647" W	p3-378
33	40° 36' 32.91484" N	111° 29' 56.52061" W	Prop-Cor
34	40° 36' 33.06710" N	111° 29' 56.39544" W	Prop-Cor
35	40° 36' 33.55453" N	111° 29' 55.70719" W	Prop-Cor

Certificate of Surveyor

I, Loyal D. Olson III of Evanston, Wyoming, do hereby certify that I am a Registered Land Surveyor in the State of Utah, and that I hold Certificate No.4954 as prescribed by the Laws of Utah. I also certify that said Certificate is currently valid and in good standing.

I hereby affirm that the information depicted hereon, is an accurate representation of the results of an actual retracement and dependent resurvey of the described surveys and monuments thereof as indicated, and that the monuments shown hereon were recovered and/or set as described.



LOYAL D. OLSON III
 Consulting Surveyor
 207 Troy Ct. Evanston, Wyoming 82930
 (307) 789-0291

FILE NO. S0007976

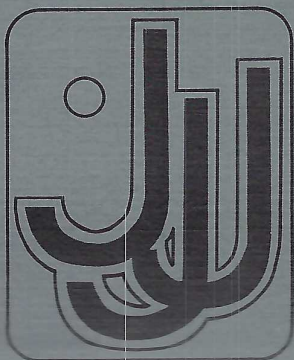
12/20/2013 02:14:19 PM
 Survey 2 of 2
 FEE \$ 20.00 BY LOYAL D. OLSON III CONSULTING SURVEYOR

S-7976

BRANSFORD PROPERTY

FEASIBILITY STUDY

prepared for
MARILYN A. BRANSFORD
December 1981



J.J. Johnson & Associates

Civil Engineering
Land Planning
Surveying

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INTRODUCTION

J. J. Johnson & Associates have been contracted to prepare a parcel analysis regarding six (6) mining claims owned jointly by Bransford Estate and United Park City Mines Company. The following is a list of those mining claims and the percent of ownership of each.

	Ownership	
	Bransford Estate	U.P.C.M. Co.
Dutchman-M.S. 3008	25%	75%
Silver Bond - Lot 123	66.67%	33.33%
Horn Silver - M.S. 5398	66.67%	33.33%
Point Junction - Lot 125	66.67%	33.33%
U.P. No 2 - Lot 724 (1)	55%	
Logan - Lot 724 (2)	55%	36% (1 & 2)

The first four of the listed claims fall westerly of the Deer Valley and Greater Park City demarcation line, and thusly Greater Park City would be a part to the surface interest held by the United Park City Mines Company.

The last two claims currently fall within the property interest of the Deer Valley Lease, and thusly Deer Valley Resort Company would be a party to that surface interest held by the United Park City Mines Company.

Deer Valley Resort is in the process of decreasing the present leased area. The proposed boundary is indicated on the location map (see figure 1).

The Dutchman, Logan and U.P. No. 2 Mining Claims fall within Summit County jurisdiction while the other three (3) claims are under Wasatch County Jurisdiction (see location map No. 1). All six mining claims are south of Park City, Deer Valley Resort and Park City Resort and are accessed by Highway 224, an unimproved road connecting Park City, Brighton and the Heber Valley. This access is currently a 20 - 25 foot wide gravel road with grades up to 14%. The road is only open to the automobile during the summer months (April - November). During the winter months (December - March), it is used as a major snowmobile trail. The Utah Department of Transportation has future plans to improve this highway for year round automobile use; however, that action is based on development and population demand.

The environmental information gathered for this report is general in nature, therefore, site specific data is recommended prior to development to guarantee no underlying problems. The following sections will address site, zoning and density analysis for the above mentioned parcels.

SITE ANALYSIS

Logan and U.P. No. 2 mining claims are located on the east slope of Flagstaff Peak and extend east to the Ontario Canyon drainage swale (see figure 1). This parcel contains approximately 40 acres lying just north of the county line in Summit County.

Slopes ranging from 10 to 70 percent descend convexly north along the ridgeline and east in a terraced pattern. Approximately 13 acres of the site have a grade greater than 30 percent leaving approximately 27 acres with grades of less than 30 percent, which is 68 percent of the total site area.

The site drops in elevation from 9100 feet to 8700 feet at the lowest convergence point of the Ontario Canyon drainage and the east parcel boundary line (see figure 2).

The ridgeline is dominated on its east side by rock outcroppings, varying from slight protrusions above the landscape to prominent nearly vertical cliffs. Sparse amounts of grasses and sedge occur on the very shallow soil material. In places, scrubby conifers and shrubs grow in clumps or as individual plants mainly in cracks and small pockets of soil material. The effective rooting depth is approximately 19 inches (1).

The remainder of the site terraces in three gradual steps to the northeast. Its soil is very deep and well drained with moderate to high content of organic matter occurring in the surface layer. In a typical profile, the surface is very dark brown, loam, about 6 inches thick. The first underlying layer is very dark brown, very cobbly loam about 21 inches thick. The second underlying layer is brown, very cobbly sandy loam about 31 inches thick. The third underlying layer is dark grayish brown very cobbly sandy loam, to a depth of more than 60 inches. The soil is neutral throughout. Rock fragments are boulders, stones, cobbles and gravel and the content is 10 percent in the surface layer, 50 percent in the first underlying layer and 70 to 75 percent in the remaining layers. Permeability is moderate to moderately rapid. Available water capacity is moderately low. Surface runoff is medium and erosion hazard is slight under natural vegetation and high where vegetation is removed and the soil is left bare.

The typical vegetation in the terraced area consists of aspen scattered with conifers, snowberry, elderberry, mountain brome grass and slender wheatgrass. The effective rooting depth is 60 inches. The soil layers in the terraced area average 10

to 12 feet in depth, while the ridgeline and rock outcropping area has only a maximum of three (3) feet surface soils before reaching bedrock (1).

The average annual precipitation is 35 to 45 inches. The majority of precipitation which falls on the site each year accumulates as a thick snowpack during the winter months. An average of 280 inches can be expected annually.

Irregular surfaces, good vegetation coverage and moderate climatic conditions indicate a slight avalanche hazard. The south end of the bowl and its east slopes have a moderate danger because of its lack of vegetation and steep slopes.

Seventy percent of the site is located on a Weber Quartzite formation. The remainder of the area has been plotted by the U. S. Geological Survey as pockets of intrusive porphyries. The structural capabilities of all formations found on site are considered acceptable for contemplated construction.

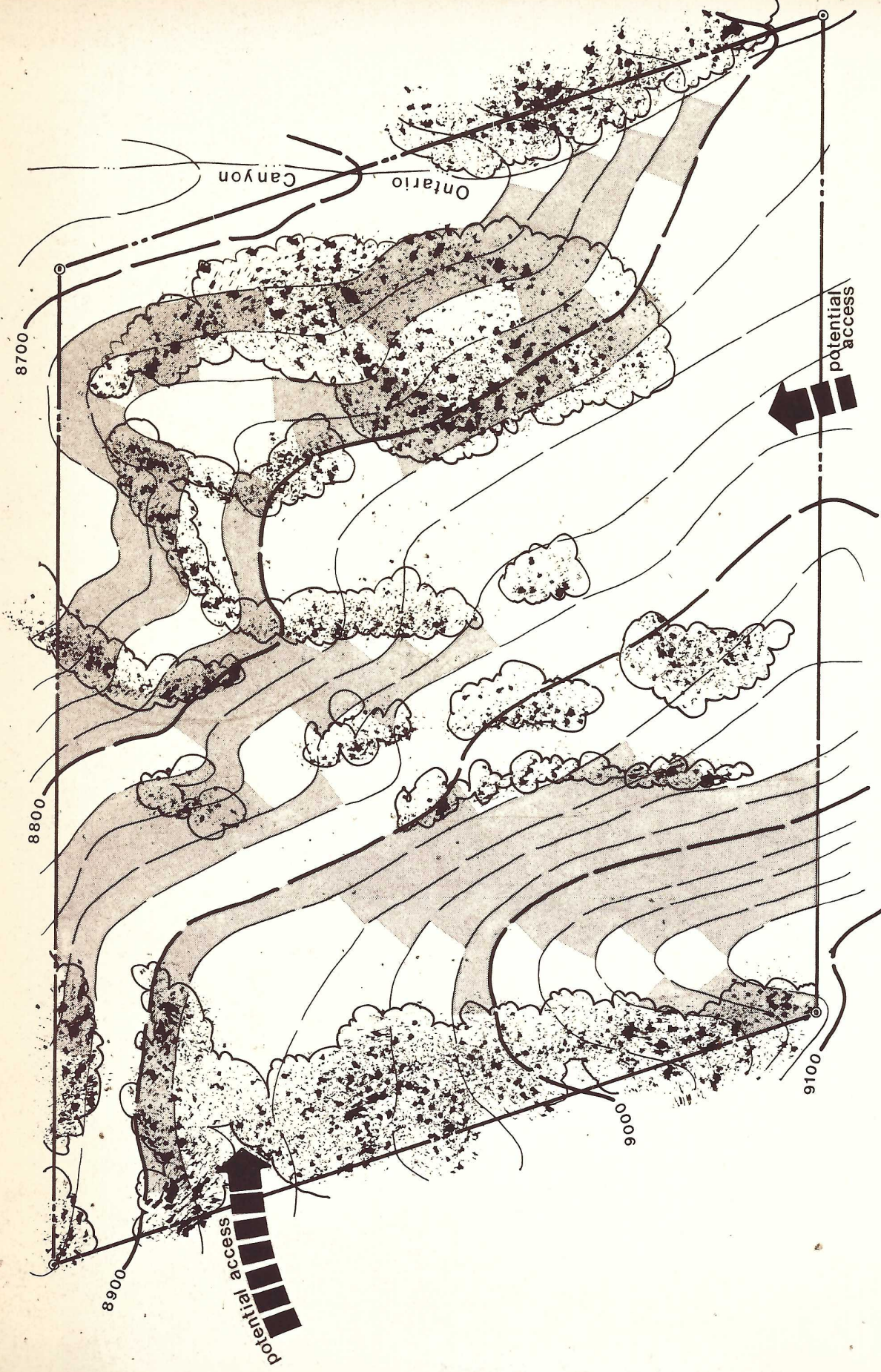
Two small earthquake faults are located on the site and two other faults parallel the north and south boundary lines (2). This general area is considered part of the Intermountain Seismic Belt (I.S.B.). The Wasatch Fault, which at its closest point lies 16 miles due west of Park City, is one of the largest and most seismically active faults in the I.S.B. Although many faults have been recognized in the Park City Mining District, none are known to show evidence of recent activity (4).

The mean annual temperature ranges between 35 and 50 degrees (1). Northwest storm winds are slowed significantly by the Wasatch Mountains to the west. The site is partially sheltered from storm winds by the west ridgeline and thick conifer stands. The sites moderate to good solar orientation would appear to increase the frost free season which averages 50 to 70 days (1).

Wildlife typical to this habitat might be grouse, woodpeckers, squirrels, procupine, hare, deer and elk. (1)

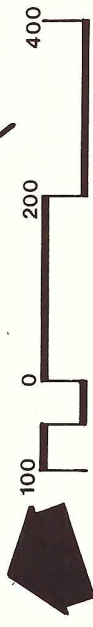
Nordic skiing and snowmobiling are the dominant forms of winter recreation in this area. A formal access for downhill skiing is not available to the area at this time, however, Deer Valley Resort has a preliminary lift and ski run plan proposed for the north side of Flagstaff Mountain to be developed in the future. This would make available possible ski-in/ski-out facilities for this site.

Views are predominantly short range due to the close proximity of the mountains which surround the site. Access to the northwest corner of the site can currently be reached by way of an unimproved roadway from the Guardsman Connection Road (State Highway 224) originating at the summit (see access map No. 3). At the present time, the access point is approximately 150 feet northwest of the site. Any future access to the site would have to be coordinated with surrounding developers.

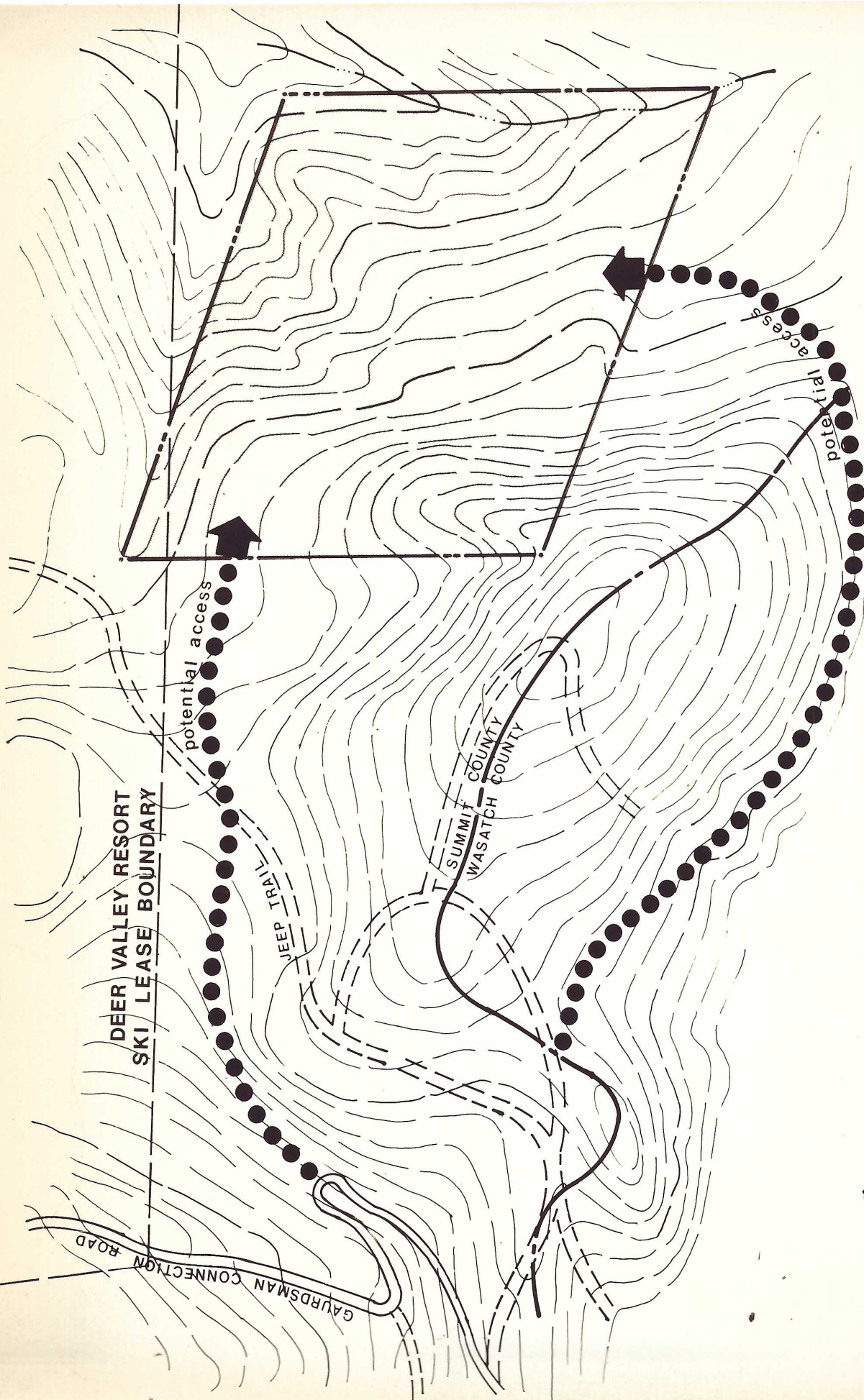


slope analysis

above 30 %



LOGAN / U.P. no.2



access
 dirt road
 gravel road
 county line
 parcel boundary



LOGAN / U.P. no.2

DENSITY / ZONING ANALYSIS

Logan & U.P. No. 2 mining claims are currently zoned agriculture-grazing (AG-1) which allows one (1) dwelling unit/40 acres or a total density on this site of one (1) unit. To achieve a greater density, it will be necessary to rezone the property. At the present time Recreation 5 (R-5) or Recreation 1 (R-1) under the Planned Unit Development Exception, would be the best possibilities. These zones would not require any improvement to the present access road (Guardsman-Brighton Connection) and under R-5 a central water system may be waived by the Planning Commission. Density is calculated only on ground under 30% and a density bonus of 50% is given for the P.U.D. exception. Under the R-5, you could achieve a total density of 7 units. This allows 5 units for the 27 acres under 30% and 2 units for the 50% bonus. Under the R-1 zone you could achieve a total density of 40 units. This allows 27 units for the 27 acres under 30% and 13 units for the 50% bonus. It typically takes 9 - 12 months to take a site plan through rezone and the preliminary submittal process and another 2 - 3 months for final plat approval.

Of this 27 acres, there are 19 acres which should be accessible for development. This should accommodate a density of 60 - 70 multi-family units. This would be a long-range goal. To achieve this density, it would be necessary to rezone the property to a Rural Residential 2 designation (RR-2 will accommodate 1 unit per 1/2 acre) or annex the site and all the property between to Park City. For this to happen, it would be necessary to fully improve Guardsman-Brighton Connection, provide water and sewer systems and the other utilities as discussed under the utility section of this report. Proposed densities are based on a slope analysis on U.S.G.S. topography. These numbers may vary when refined contours are obtained.

CONCLUSION

Of the six mining claims, five have long-term development potential; Silver Bond, Horn Silver, Point Junction, Logan and U.P. #2. Each have a reasonable percentage of land considered developable with a possibility of access off Highway 224 of under 10%.

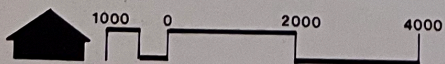
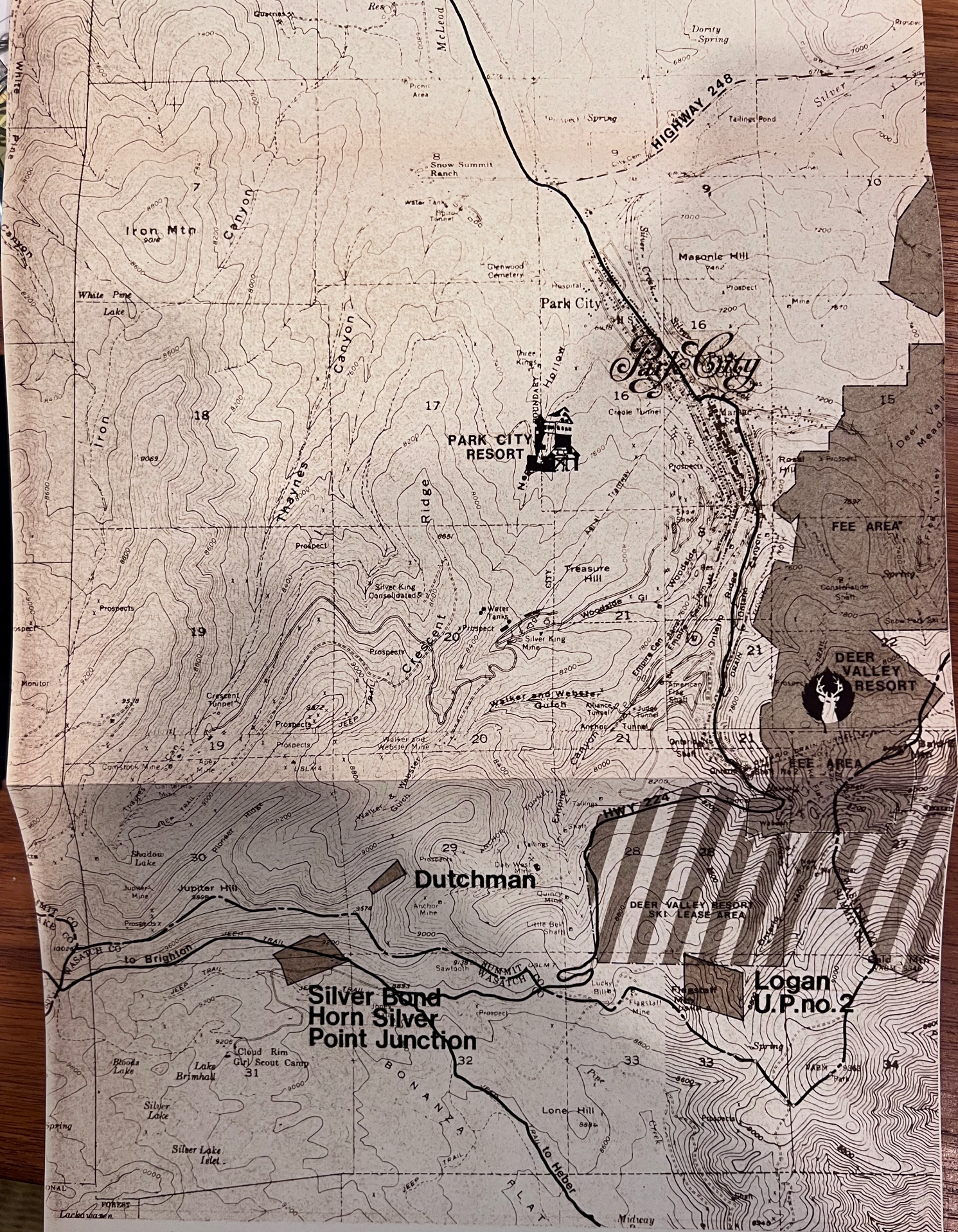
Their remoteness to other major developments and the negative political atmosphere surrounding development in this area make rezoning or development unadvisable at the present time. It is recommended that the parcels be developed in conjunction with the surrounding property. This will defer some of the development costs incurred by the developer. Also, the political powers would be more receptive to the development if it is part of a large-scale planned unit development, rather than individual developments scattered throughout the area.

U.P. No. 2-Logan Parcel

Water - same as the Dutchman Parcel if wells are considered. Water may be piped up the Guardsmen connection Road via the same system that would supply the Dutchman and Silver Bond-Horn Silver-Point Junction Parcel. Additional expense would be about \$60,000. Independent expense would be about \$200,000.

Sewer - same as the Dutchman Parcel. An alternative that might be available would be to pipe the sewage into the Snyderderville Basin Sewer Improvement District system near Deer Valley Resort's Silver Lake Lodge. An easement may be negotiated for.

Power, Gas, Telephone - same as for the Dutchman Parcel.



location map

WHEN RECORDED, RETURN TO:

Bransford Land Company, LLC
P.O. Box 681318
Park City, UT 84068

01157840 B: 2647 P: 1412

Page 1 of 20

Rhonda Francis Summit County Recorder

03/11/2021 03:02:50 PM Fee \$40.00

By High Country Title

Electronically Recorded

Affects Summit County Parcel Nos: See Exhibits

ACCESS AND UTILITY EASEMENT AGREEMENT
[Twisted Branch, Red Cloud Trail, and Unimproved Areas]

THIS ACCESS AND UTILITY EASEMENT AGREEMENT ("Agreement") is made as of the 11 day of March, 2021 (the "**Effective Date**"), by and between **REDUS PARK CITY LLC**, a Delaware limited liability company ("**Redus**"), for itself and as declarant for the Empire Pass Master Owners Association, Inc., a Utah nonprofit corporation ("**EPMOA**"), and **BRANSFORD LAND COMPANY, LLC**, a Utah limited liability company ("**Bransford**"). Redus and Bransford are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Redus is a declarant under the Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass recorded December 14, 2004 as Entry No. 719855 with the Summit County Recorder as amended by that certain Certificate of Amendment to 2004 Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass recorded June 12, 2019 as Entry No. 1112485 with the Summit County Recorder (collectively, the "**Master Declaration**").

B. EPMOA owns the underlying fee to portions of a private road commonly referred to as "**Red Cloud Trail**" located within the Red Cloud subdivision, as shown in the Red Cloud Subdivision Official Plat recorded January 27, 2005, as Entry No. 724721 in the office of the Summit County Recorder, as amended by Amendment to Lots 1, 2, 3 & 4 Red Cloud Subdivision, recorded July 31, 2006, as Entry No. 785276 in the office of the Summit County Recorder and depicted on Exhibit A (the "**Red Cloud Trail Access Area**").

C. The instrument by which EPMOA obtained title to Red Cloud Trail also reserved unto Redus, as successor to the original holder of the reserved rights, the right to unilaterally grant further easements, including without limitation, easements over Red Cloud Trail, including the Red Cloud Trail Access Area.

D. Redus owns the underlying fee to a private road commonly referred to as "**Twisted Branch**", legally described on Exhibit B and depicted on Exhibit B-1 (the "**Twisted Branch Access Area**").

E. Redus also owns certain real property east of the Red Cloud Trail Access Area, more particularly described on Exhibit C and depicted generally on Exhibit C-1 as “Parcel A (east of RC-2)” and “Parcel B” (collectively the “**Red Cloud Parcels**”), “R-2a”, and “Home Station & Luckey Bill (east of Red Cloud Subdivision)” (collectively with the Red Cloud Parcels, the “**Unimproved Access Areas**”), as also depicted in that certain Access and Utility Easement Agreement as the “Easement Area” (as further depicted on Exhibit C therein) and recorded with the Summit County Recorder on July 11, 2018 as Entry No. 01094893.

F. The Red Cloud Trail Access Area, the Twisted Branch Access Area, and the Unimproved Access Areas, are sometimes referred to herein collectively as the “**Bransford Access Area**”.

G. Bransford owns certain real property located in Summit County, State of Utah, which real property is described on the attached Exhibit D (the “**Bransford Property**”). The Bransford Property is in the vicinity of the Bransford Access Area, but is not contiguous to the Bransford Access Area.

H. Bransford claims historic access (“**Claimed Access**”) to the Bransford Property from Guardsman’s Road (also known as Marsac Avenue or SR 224) as further described in that certain Notice of Interest and Claim in Roadway recorded with the Summit County Recorder on May 22, 2020 as Entry No. 01132621 (the “**Notice**”) and is engaged in a lawsuit with respect to the Claimed Access and Notice and other matters.

I. Without acknowledging, consenting, or agreeing to Bransford’s Claimed Access, and subject to all of the terms and conditions of this Agreement, Redus, as fee owner, holder of reserved easement rights, and a declarant for EMPOA is willing to grant to Bransford a non-exclusive, perpetual easement for access over the Bransford Access Area and for utilities over a portion of the Unimproved Access Areas for the purpose of facilitating the development of the Bransford Property for the Approved Uses identified in Section 2 hereof.

A G R E E M E N T

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

1. **Conditions Precedent.** All of the terms of this Agreement are expressly conditioned upon the satisfaction of the following conditions:

(a) Legal Access between Unimproved Access Areas and Bransford Property. Prior to commencing any construction on or over the Unimproved Access Areas, the Bransford Property must have obtained record legal access over the real property located between the Unimproved Access Areas and the Bransford Property, such area currently being a portion of the “BLX Property” benefitted by and further described and defined in that certain Access and Utility Easement Agreement [Twisted Branch and Red Cloud Trail] recorded with the Summit County Recorder on July 11, 2018 as Entry No. 01094892, at such locations approved by or for the underlying fee owner(s) thereof;

(b) Release of Notice of Interest. Bransford shall have executed and recorded in the official records of the Summit County Recorder a full release of the Notice, in a form agreed to by separate written agreement between the Parties; and

(c) Payment to Redus. Bransford shall have paid to Redus such amounts as agreed to by a separate written agreement between the Parties executed contemporaneously herewith.

2. Ingress and Egress Easement. Subject to the terms and conditions of this Agreement, Redus, for itself and as declarant for EPMOA, hereby grants to Bransford, a perpetual, non-exclusive and continuous easement and right-of-way (the “**Access Easement**”), over, upon, and across the Bransford Access Area on the terms set forth herein. The Access Easement is limited to vehicular and pedestrian ingress and egress over the Bransford Access Area and further, access over the Unimproved Access Areas is limited to the specific location approved in writing in advance by Redus, which approval shall not be unreasonably withheld, conditioned, or delayed, and in coordination with BLX (defined below). Bransford hereby covenants and agrees that the Bransford Property shall be developed only for the following approved uses (the “**Approved Uses**”): single-family homes and accessory/ancillary structures; chapel; open space, trails and other similar uses; conservation uses as allowed or required by a conservation easement; firebreak and fuels reduction; and for recreational ski/bike/hike/multipurpose trails, ski runs, lifts, skier amenities and other improvements related thereto and the provision of skier services thereon.

3. Utility Easement. Subject to the terms and conditions of this Agreement, Redus, for itself and as declarant for EPMOA, hereby grants to Bransford a perpetual, nonexclusive easement and right-of-way (the “**Utility Easement**”) to install, construct, maintain, repair, replace, and operate underground public and quasi-public utility facilities (collectively, the “**Utility Facilities**”) within the Unimproved Access Areas; provided however such Utility Facilities shall only be constructed at locations and connected pursuant to plans and specifications approved in writing in advance by the applicable service providers and by Redus, which Redus approval shall not be unreasonably withheld, conditioned, or delayed, and in coordination with BLX (defined below). Bransford, at its sole cost and expense, shall install, construct, maintain, repair, replace and operate the Utility Facilities installed by Bransford or Bransford’s contractors, subcontractors or employees in a good and safe condition and in compliance with all applicable laws, rules, regulations and ordinances.

4. Coordination with BLX. The Utility Easement and the Access Easement are collectively referred to herein as the “**Easements**”. Bransford acknowledges and agrees that the Easements are expressly nonexclusive and that Redus has previously granted to BLX Pioche LLC, 32 Dom Mayflower LLC, and RH Mayflower LLC, each a Delaware limited liability company (collectively, and with their respective successors and permitted assigns, “**BLX**”), certain access and utility rights, covenants and agreements affecting the Bransford Access Area as more particularly described in that certain Access and Utility Easement Agreement [Twisted Branch and Red Cloud Trail] by and between Redus and BLX dated July 11, 2018 and recorded with the Summit County Recorder on the same date as Entry No. 01094892 and that certain Access and Utility Easement Agreement [R-2A] by and between Redus and BLX dated July 11, 2018 and recorded with the Summit County Recorder on the same date as Entry No. 01094893

(the “**BLX Agreements**”). Bransford acknowledges and agrees that (a) the Easements and road across the Unimproved Access Areas must be coordinated with BLX, and (b) the Utility Facilities may only be installed, constructed, maintained, repaired, replaced, and operated in coordination with BLX and with the prior approval of Redus and applicable service providers as set forth in Section 3 above. The Parties acknowledge the placement and construction of the Easements may require an amendment to the Red Cloud Subdivision Plat approved by Park City and Redus agrees to cooperate, as to any land that Redus owns within a proposed amendment to the Red Cloud Subdivision Plat, with such amendment to allow Bransford to use the easements described herein, at no cost to Redus.

5. **Repair of Damage.** If, in connection with the use and enjoyment of the Easements hereby granted, any landscape, sidewalk, roadway surface or other improvements of or on the Bransford Access Area are damaged or destroyed by one or more of Bransford, the Bransford Parties (defined below) or any of their respective contractors, subcontractors or employees, then, within thirty (30) days (or such longer period as may be reasonably necessary therefor, so long as Bransford shall commence any necessary cure within such thirty (30)-day period and diligently prosecute the same to completion) thereafter, Bransford shall repair or replace, or cause to be repaired and replaced on a lien-free basis, such damaged or destroyed improvements to a condition as near as practical to that existing before any such damage or destruction.

6. **Development Agreement.** The Easements granted herein are subject to the restrictions, conditions and rights contained in that certain Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn’s Junction Parcel and Iron Mountain dated as of March 2, 2007, and recorded on March 2, 2007 as Entry No. 00806100 in Book 1850, Page 1897 (the “**Development Agreement**”). Bransford shall not allow the Bransford Parties, or any of them, to use the Easements over the Bransford Access Area to benefit lands located in Wasatch County, Utah.

7. **Rights Run With The Land/Personal Easement/Assignability.** Subject to the terms hereof, all provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties. The Easements and applicable provisions of this Agreement are personal to Bransford and may not be assigned or transferred to another party without the prior written consent of Redus, which consent may be withheld in Redus’ sole discretion. Notwithstanding the foregoing, Bransford may assign its rights hereunder to any subsequent owner of the Bransford Property, or any portion thereof, and to any homeowners’ association formed in connection with the development of the Bransford Property (the “**Bransford HOA**”) (collectively, with Bransford, the “**Bransford Parties**” or singularly a “**Bransford Party**”), without the prior written consent of Redus or its successor. The Bransford Parties shall be permitted to grant temporary licenses to use the Bransford Access Area to their respective agents, invitees, employees, and contractors solely for purposes of, and in connection with, construction, maintenance, and development of, or access to and from, the Bransford Property. Redus may assign this Agreement and its rights and obligations hereunder to EPMOA provided that EPMOA must first provide a written acceptance and assumption agreement satisfactory to Bransford and Redus, each in the exercise of their reasonable discretion.

8. **Term of Easements.** The Easements granted herein are perpetual in nature and shall remain effective so long as the Easements are being utilized by the Bransford Parties, or any of them, in accordance with the terms and conditions of this Agreement. If a Bransford Party fails to use the Easements in accordance with the terms and conditions of this Agreement, then the Easements shall terminate as to that particular Bransford Party. Should the Bransford Access Area, or any portion thereof, become a public road, then this Agreement shall automatically terminate as to such portion. In addition to the foregoing, should the Bransford Property be used for a purpose other than the Approved Uses or become part of EPMOA through the filing of a Supplemental Declaration or otherwise, then this Agreement shall automatically terminate.

9. **Reservation of Rights.** Redus hereby reserves the following rights, for itself and its successors and assigns, and any other holder of fee title to the Bransford Access Area (collectively, the “**Redus Parties**”), in their sole discretion and without the consent or approval of Bransford or any other individual or entity with rights in and to the Bransford Access Area (with the following list not being a limitation on any other rights the Redus Parties may reserve from time to time with respect to their respective interests in the Bransford Access Area, so long as reasonable access is granted and available to the Bransford Parties consistent with the terms of this Agreement):

(a) to sell, encumber, lease, convey, dedicate or otherwise transfer ownership of all or any portion of the Bransford Access Area, including, without limitation, dedicating all or any portion of such Bransford Access Area to any state agency or local municipality for use as a public road, but only to the extent consented to by Redus in a separate, future writing;

(b) to maintain the Bransford Access Area as and when the Redus Parties deem necessary and appropriate; and

(c) to alter any existing improvements currently located on the Bransford Access Area and/or to install additional improvements on the Bransford Access Area, including, without limitation, installing gates at locations as the Redus Parties deem appropriate from time to time, so long as EPMOA and/or Redus shall provide keys or access codes to the Bransford Parties for any such gate(s) leading to or located on the Bransford Access Area (provided that it is understood and agreed by the Parties hereto that access may be denied to the Bransford Access Area as expressly set forth in this Agreement and in accordance with the terms of this Agreement).

10. **Maintenance, Repair and Replacement.** Except as set forth in Section 10(a) below, the ongoing maintenance, repair and replacement of the Bransford Access Area and related improvements, including, without limitation, gates, utility sleeves, culverts, landscaping and snow removal, each to the extent occurring within the Bransford Access Area, and the costs and expenses for snow removal performed by EPMOA on Marsac Avenue pursuant to the Development Agreement (collectively, the “**Road Maintenance**”), shall be performed by EPMOA or its assigns (in accordance with the Master Declaration); provided, however, that EPMOA’s obligations to perform (or cause to be performed) the Road Maintenance shall, at EPMOA’s election and in its sole discretion, be conditioned upon the users of the Bransford

Access Area paying their respective shares of the costs and expenses for such Road Maintenance to the extent the same are due and owing to Redus.

(a) The ongoing maintenance, repair and replacement of the Unimproved Access Areas and related improvements, including, without limitation, utility sleeves, culverts, landscaping and snow removal, each to the extent occurring within the Unimproved Access Areas shall be the responsibility of the Bransford Parties, in coordination with BLX.

11. **Payment of Costs.** Redus shall allocate, in a commercially reasonable manner, all Road Maintenance costs (for the Bransford Access Area and Marsac Avenue) incurred by Redus, to the users of the Bransford Access Area (including the Bransford Parties); or if assigned in accordance with the terms of this Agreement, the reasonable Road Maintenance costs incurred by the assignee. Redus shall invoice Bransford annually, in advance, for estimated Road Maintenance costs. Bransford hereby covenants and agrees, and each of the Bransford Parties by acceptance of a conveyance of fee title to any portion of the Bransford Property covenants and agrees, jointly and severally, to pay the share of the Road Maintenance costs and expenses (which shall include a reasonable reserve fund allocation for capital expenditures in connection with the Road Maintenance and may include specific assessments in connection with construction impact fees and related charges in connection with maintenance and repairs resulting from the use of the Bransford Access Area in connection with the development of the Bransford Property) allocated to the Bransford Property (the “**Bransford Share**”), within thirty (30) days after receiving an invoice therefor from Redus. Bransford acknowledges and agrees, for itself and the Bransford Parties that Redus may, in accordance with commercially reasonable accounting and management principles, both reasonably estimate, and finally determine, the Road Maintenance costs for each calendar year during the term of this Agreement and invoice to Bransford each month the Bransford Share applicable to such month. Within one hundred twenty (120) days after the end of each calendar year during the term of this Agreement, or within such longer period of time as may be reasonably necessary (not to exceed an additional one hundred twenty (120) days), Redus shall furnish to Bransford a statement of the actual Road Maintenance costs incurred for the preceding calendar year and the Bransford Share of the actual Road Maintenance costs incurred. If the Bransford Share of the Road Maintenance costs for that calendar year exceeds the annual payments made by Bransford, then Bransford shall pay Redus the deficiency within thirty (30) days after receipt of the statement. If the payments of the Bransford Share made during that calendar year exceed the Bransford Share of the Road Maintenance costs for that calendar year, then, at Redus’ option, either Redus, or its successors or assigns, shall pay Bransford the excess at the time Redus furnishes the statement to Bransford, or Bransford shall be entitled to offset the excess against the next installment(s) of Road Maintenance costs due. Notwithstanding the foregoing, Redus agrees that until such time as Bransford has commenced developing or otherwise installing or constructing improvements on the Bransford Property, the Bransford Share shall be zero (0).

12. **Remedies.** If the Bransford Share is not paid in full on or before the expiration of the above-referenced 30-day period, then Redus shall provide Bransford (or the then-current party identified for notices under this Agreement in accordance with Section 17 below) with an additional notice stating that the Bransford Share must be paid within ten (10) days (the “**Final Notice Period**”) or Redus shall have the right to exercise its remedies under this Agreement. If

the Bransford Share is not paid in full on or before the expiration of the Final Notice Period, then Redus shall have the right to pursue any and all remedies available under law or in equity, including, without limitation, the right to prevent the Bransford Parties from using the Bransford Access Area through any legal and lawful means, including, without limitation, denying the Bransford Parties access to the Bransford Access Area through locking of gates, changing access codes, or otherwise preventing access to the Bransford Access Area. Notwithstanding the foregoing, if the Bransford Share is not paid as and when due, then in addition to, and not in lieu of, any other remedies available to Redus, Redus may charge the Bransford Parties interest on the outstanding Bransford Share amount at the greater of: (a) fifteen percent (15%) per annum; or (b) a rate equal to four percent (4%) over the commercial lending rate quoted by Wells Fargo Bank, N.A. from time to time.

13. **Additional Obligations with Respect to Easements Over Red Cloud Parcels.**

The easements over the Red Cloud Parcels are expressly non-exclusive and any development thereon by Bransford must be coordinated with Redus, EPMOA, or its successors or assigns, and Red Cloud Subdivision Homeowner's Association, Inc., a Utah nonprofit corporation, or its successors or assigns (collectively with EPMOA the "Associations"). Bransford hereby acknowledges that Redus has not represented to Bransford that it has the power or authority to grant any third-party approvals to Bransford for Bransford's use of the Red Cloud Parcels and that Bransford agrees to undertake to obtain any approvals required under the governing documents of each of the Associations for any improvements to be placed thereon. Bransford also acknowledges that Redus has informed Bransford that the Red Cloud Parcels are being used or are contemplated to be used by others, including without limitation, lot owners within the Associations and/or the Talisker Club.

14. **Relocation.** Redus may relocate the Bransford Access Area, at the sole cost and expense of Redus, so long as the relocation does not interfere materially with the use and purposes of the above-described Easements.

15. **Indemnification.** The Bransford Parties shall indemnify, defend, and hold harmless Redus and the Redus Parties and their respective affiliates, members, managers, agents, tenants, and representatives for, from, and against all claims, damages, expenses (including, without limitation, reasonable attorney fees and reasonable investigative and discovery costs), liabilities, and judgments on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of the Bransford Parties, arising out of the use of the Bransford Access Area by such Bransford Parties, except to the extent such claims are due solely to the negligence or willful act or omission of Redus or the Redus Parties.

16. **No Public Dedication/No Third Party Beneficiaries.** The provisions of this Agreement are not intended to and do not constitute a dedication for public use of the Easements, and the rights herein created are for private use of the Bransford Parties, and no other. This Agreement is not intended to confer benefits on any other party.

17. **Notices** All notices and other communications hereunder shall be in writing, and be deemed duly given: (i) when given, if personally delivered; (ii) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid; (iii) one business (1) day after

shipping via FedEx or other nationally recognized overnight courier service; and (iv) upon the recipient's reply to the sender's Email after sending by Email, to the following addresses:

If to Bransford Parties:	Bransford Land Company, LLC P.O. Box 681318 Park City, Utah 84068 Attention: Manager Email: bransfordland@gmail.com
If to Redus:	Redus Park City LLC c/o Wells Fargo Bank, Wholesale Commercial ORE 333 Market Street, 17th Floor San Francisco, CA 94105 Attention: David Ash Email: david.ash@wellsfargo.com
with a copy to:	Wells Fargo Bank, N.A. c/o Wells Fargo Law Department 333 Market Street, 27 th Floor San Francisco, CA 94105 Attention: Alilda Ferraro, Esq. Email: alilda.ferraro@wellsfargo.com
and, with a copy to:	Snell & Wilmer L.L.P. 15 West South Temple, Suite 1200 Salt Lake City, Utah 84101 Attention: Wade R. Budge, Esq. Email: wbudge@swlaw.com

The Parties shall be responsible for notifying each other of any change of address.

18. **Miscellaneous.** If any term, provision or condition contained in this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be governed by the laws of the State of Utah, without giving effect to its conflict of laws principles. All references in this Agreement to exhibits shall, unless otherwise expressly provided, be deemed to be references to the exhibits attached to this Agreement. All such exhibits attached hereto are incorporated into this Agreement as though fully set forth herein. No modification, waiver, or amendment of any provision of this Agreement shall be made except by a written agreement signed by the Parties, or their successors or assigns, and recorded in the office of the Summit County Recorder

[Signatures and Acknowledgements Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

REDUS:

REDUS PARK CITY LLC,
a Delaware limited liability company

By: REDUS Properties, Inc.,
a Delaware corporation

Its: Manager

By: 

David Ash, Senior Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On Mar 10, 2021 before me, P. Gammon
(insert name and title of the officer)

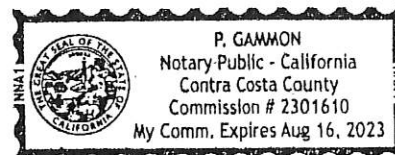
personally appeared David L. Ash
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



BRANSFORD:

BRANSFORD LAND COMPANY, LLC,
a Utah limited liability company

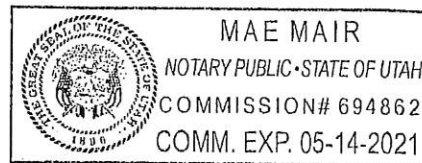
By: Anne L. Bransford
Anne L. Bransford, Manager

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 1st day of March, 2021 by Anne L. Bransford, as the Manager of BRANSFORD LAND COMPANY, LLC, a Utah limited liability company.

Ma Ma
Notary Public

Residing at: Heber City, UT
My Commissions Expires: 5-14-2021



CONSENT

Redus Park City LLC, as declarant of the Red Cloud Subdivision Homeowners Association, Inc., a Utah nonprofit corporation, hereby consents to the foregoing Access and Utility Easement Agreement, pursuant to the powers reserved to declarant under the Declaration of Covenants, Conditions and Restrictions for Red Cloud Subdivision dated January 20, 2005 and recorded January 27, 2005 as Entry No. 00724722 with the Summit County Recorder.

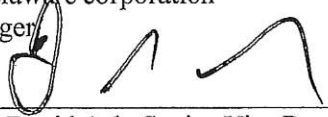
**RED CLOUD SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.,**
a Utah nonprofit corporation

By: REDUS PARK CITY LLC,
a Delaware limited liability company
Its: Declarant

By: REDUS Properties, Inc.,
a Delaware corporation

Its: Manager

By:


David Ash, Senior Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On Mar 10, 2021 before me, P Gammon
(Insert name and title of the officer)

personally appeared David Ash,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

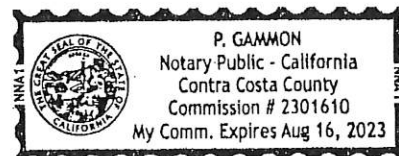
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

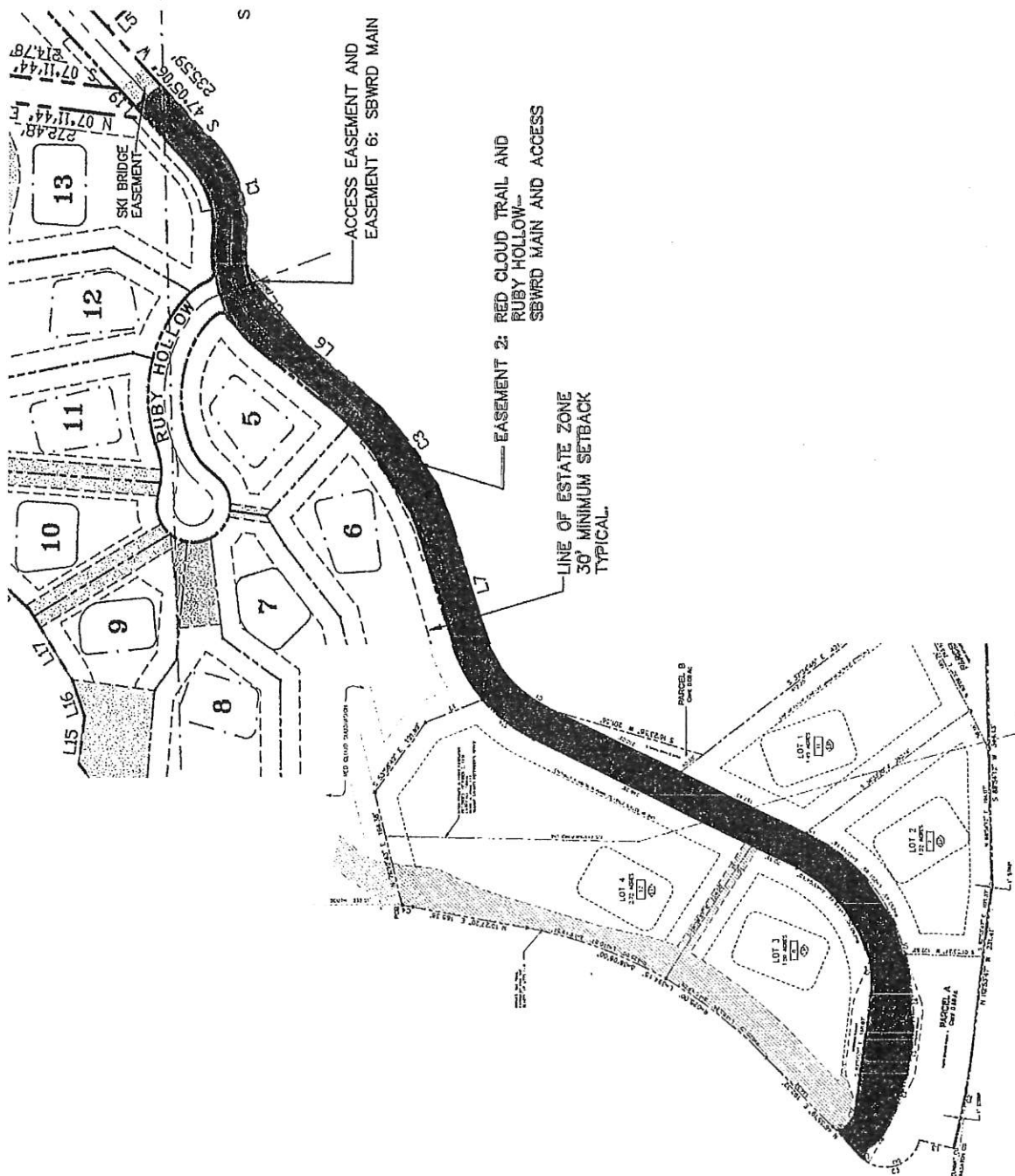


(Seal)



Signature Page to Access and Utility Easement Agreement

EXHIBIT A TO EASEMENT
[Depiction of Red Cloud Trail Access Area]



Red Cloud Trail, Red Cloud Subdivision, as amended
 (Originally part of Tax Identification No. PCA-S-98)

EXHIBIT B TO EASEMENT
[Legal Description of the Twisted Branch Access Area]

A parcel of land located in the west half of Section 28, the southeast quarter of Section 29, the northeast quarter of Section 32 and the northwest quarter of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is North 00°30'49" West 157.00 feet coincident with the section line and East 643.05 feet from the west quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian (a 3-1/4" aluminum cap and pipe was set on the section line South 00°30'49" West 12.00 feet from the quarter corner location), said point being on the boundary of Marsac Avenue Right of Way, recorded June 28, 2002, as Entry No. 623451 in the office of the recorder, Summit County, Utah; and running thence along Marsac Avenue Right of Way South 64°06'13" East 50.00 feet; thence South 25°53'47" West 31.85 feet to a point on a curve to the left having a radius of 475.00 feet, of which the radius point bears South 64°06'13" East; thence along the arc of said curve 196.38 feet through a central angle of 23°41'17"; thence South 02°12'30" West 123.76 feet to a point on a curve to the left having a radius of 375.00 feet, of which the radius point bears South 87°47'30" East; thence along the arc of said curve 59.05 feet through a central angle of 09°01'18"; thence South 75°35'15" West 51.67 feet to a point on a curve to the left having a radius of 30.00 feet, of which the radius point bears South 14°24'45" East; thence along the arc of said curve 52.17 feet through a central angle of 99°38'04"; thence South 24°02'49" East 469.37 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South 65°57'11" West; thence along the arc of said curve 428.20 feet through a central angle of 46°43'53" to a point of reverse curve to the left having a radius of 4475.00 feet, of which the radius point bears South 67°18'56" East; thence southerly along the arc of said curve 956.54 feet through a central angle of 12°14'50" to a point of compound curve to the left having a radius of 25.00 feet, of which the radius point bears South 79°33'46" East; thence easterly along the arc of said curve 76.99 feet through a central angle of 176°26'25" to a point of compound curve to the left having a radius of 4975.00 feet, of which the radius point bears North 76°00'10" West; thence northerly along the arc of said curve 321.87 feet through a central angle of 03°42'25" to a point of reverse curve to the right having a radius of 75.00 feet, of which the radius point bears South 79°42'35" East; thence easterly along the arc of said curve 226.54 feet through a central angle of 173°03'41"; thence South 03°21'06" West 392.14 feet to a point on a curve to the right having a radius of 1025.00 feet, of which the radius point bears North 86°38'54" West; thence along the arc of said curve 211.22 feet through a central angle of 11°48'25" to a point of compound curve to the right having a radius of 250.00 feet, of which the radius point bears North 74°50'29" West; thence southwesterly along the arc of said curve 149.56 feet through a central angle of 34°16'39"; thence South 49°26'10" West 233.46 feet to a point on a curve to the right having a radius of 275.00 feet, of which the radius point bears North 40°33'50" West; thence along the arc of said curve 241.95 feet through a central angle of 50°24'35" to a point of compound curve to the right having a radius of 305.00 feet, of which the radius point bears North 09°50'45" East; thence northwesterly along the arc of said curve 246.21 feet through a central angle of 46°15'05" to a point of reverse curve to the left having a radius of 40.00 feet, of which the radius point bears South 56°05'50" West; thence southwesterly along the arc of said curve 126.68 feet through a central angle of 181°26'58" to a point of reverse curve to the right having a radius of 1525.00 feet, of which the radius point bears South 54°38'52" West;

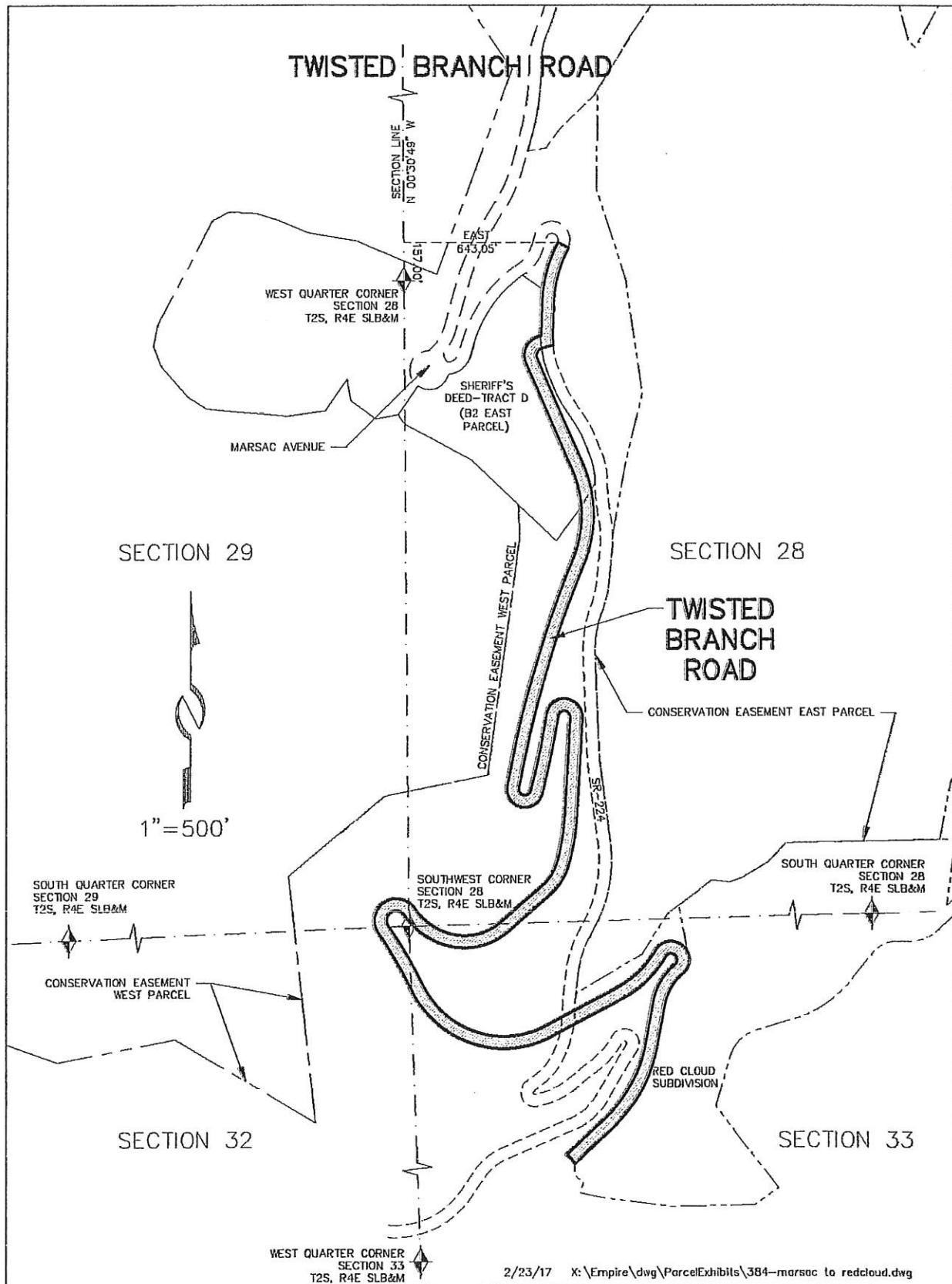
thence southeasterly along the arc of said curve 273.26 feet through a central angle of $10^{\circ}16'00''$ to a point of reverse curve to the left having a radius of 375.00 feet, of which the radius point bears North $64^{\circ}54'52''$ East; thence easterly along the arc of said curve 607.09 feet through a central angle of $92^{\circ}45'25''$; thence North $62^{\circ}09'27''$ East 324.38 feet to a point on a curve to the left having a radius of 425.00 feet, of which the radius point bears North $27^{\circ}50'33''$ West; thence along the arc of said curve 231.93 feet through a central angle of $31^{\circ}16'00''$ to a point of reverse curve to the right having a radius of 75.00 feet, of which the radius point bears South $59^{\circ}06'33''$ East; thence southeasterly along the arc of said curve 181.22 feet through a central angle of $138^{\circ}26'24''$ to a point on the southwesterly boundary of Red Cloud Subdivision, recorded January 27, 2005, as Entry No. 724721 in the office of the recorder, Summit County, Utah; thence coincident with the boundary of Red Cloud Subdivision the following five (5) courses: 1) continuing along the arc of said curve 80.07 feet through a central angle of $61^{\circ}10'16''$ to a point of reverse curve to the left having a radius of 215.00 feet, of which the radius point bears South $39^{\circ}29'53''$ East; thence 2) southwesterly along the arc of said curve 150.27 feet through a central angle of $40^{\circ}02'47''$; thence 3) South $10^{\circ}27'20''$ West 165.38 feet to a point on a curve to the right having a radius of 625.00 feet, of which the radius point bears North $79^{\circ}32'40''$ West; thence 4) along the arc of said curve 394.15 feet through a central angle of $36^{\circ}08'00''$; thence 5) South $46^{\circ}35'19''$ West 192.32 feet; thence continuing South $46^{\circ}35'19''$ West 19.00 feet; thence North $43^{\circ}24'41''$ West 50.00 feet; thence North $46^{\circ}35'19''$ East 211.31 feet to a point on a curve to the left having a radius of 575.00 feet, of which the radius point bears North $43^{\circ}24'41''$ West; thence along the arc of said curve 362.62 feet through a central angle of $36^{\circ}08'00''$; thence North $10^{\circ}27'20''$ East 165.38 feet to a point on a curve to the right having a radius of 265.00 feet, of which the radius point bears South $79^{\circ}32'40''$ East; thence along the arc of said curve 185.22 feet through a central angle of $40^{\circ}02'47''$ to a point of reverse curve to the left having a radius of 25.00 feet, of which the radius point bears North $39^{\circ}29'53''$ West; thence northwesterly along the arc of said curve 87.10 feet through a central angle of $199^{\circ}36'40''$ to a point of reverse curve to the right having a radius of 475.00 feet, of which the radius point bears North $59^{\circ}06'33''$ West; thence southwesterly along the arc of said curve 259.21 feet through a central angle of $31^{\circ}16'00''$; thence South $62^{\circ}09'27''$ West 324.38 feet to a point on a curve to the right having a radius of 425.00 feet, of which the radius point bears North $27^{\circ}50'33''$ West; thence along the arc of said curve 688.04 feet through a central angle of $92^{\circ}45'25''$ to a point of reverse curve to the left having a radius of 1475.00 feet, of which the radius point bears South $64^{\circ}54'52''$ West; thence northwesterly along the arc of said curve 264.30 feet through a central angle of $10^{\circ}16'00''$ to a point of reverse curve to the right having a radius of 90.00 feet, of which the radius point bears North $54^{\circ}38'52''$ East; thence northeasterly along the arc of said curve 285.02 feet through a central angle of $181^{\circ}26'58''$ to a point of reverse curve to the left having a radius of 255.00 feet, of which the radius point bears North $56^{\circ}05'50''$ East; thence southeasterly along the arc of said curve 205.85 feet through a central angle of $46^{\circ}15'05''$ to a point of compound curve to the left having a radius of 225.00 feet, of which the radius point bears North $09^{\circ}50'45''$ East; thence easterly along the arc of said curve 197.96 feet through a central angle of $50^{\circ}24'35''$; thence North $49^{\circ}26'10''$ East 233.46 feet to a point on a curve to the left having a radius of 200.00 feet, of which the radius point bears North $40^{\circ}33'50''$ West; thence along the arc of said curve 119.65 feet through a central angle of $34^{\circ}16'39''$ to a point of compound curve to the left having a radius of 975.00 feet, of which the radius point bears North $74^{\circ}50'29''$ West; thence northerly along the arc of said curve 200.92 feet through a central angle of $11^{\circ}48'25''$; thence North $03^{\circ}21'06''$ East 392.14 feet to a point on a curve to the left having a radius of 25.00 feet, of which the radius

point bears North 86°38'54" West; thence along the arc of said curve 75.51 feet through a central angle of 173°03'41" to a point of reverse curve to the right having a radius of 5025.00 feet, of which the radius point bears North 79°42'35" West; thence southerly along the arc of said curve 325.10 feet through a central angle of 03°42'25" to a point of compound curve to the right having a radius of 75.00 feet, of which the radius point bears North 76°00'10" West; thence westerly along the arc of said curve 230.96 feet through a central angle of 176°26'25" to a point of compound curve to the right having a radius of 4525.00 feet, of which the radius point bears South 79°33'46" East; thence northerly along the arc of said curve 967.23 feet through a central angle of 12°14'50" to a point of reverse curve to the left having a radius of 475.00 feet, of which the radius point bears North 67°18'56" West; thence northerly along the arc of said curve 387.42 feet through a central angle of 46°43'53"; thence North 24°02'49" West 469.37 feet to a point on a curve to the right having a radius of 80.00 feet, of which the radius point bears North 65°57'11" East; thence along the arc of said curve 139.12 feet through a central angle of 99°38'04"; thence North 75°35'15" East 10.21 feet to a point on a non tangent curve to the right having a radius of 425.00 feet, of which the radius point bears North 89°08'22" East; thence Northerly along the arc of said curve 22.76 feet through a central angle of 03°04'07"; thence North 02°12'30" East 123.76 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South 87°47'30" East; thence along the arc of said curve 217.05 feet through a central angle of 23°41'17"; thence North 25°53'47" East 31.85 feet to the point of beginning.

Description contains 8.26 acres.

Parcel No. PCA-S-98-SD-1

EXHIBIT B-1 TO EASEMENT
[Depiction of Twisted Branch Access Area]



2/23/17 X:\Empire\dwg\Parcel\Exhibits\384-marsac to redcloud.dwg

EXHIBIT C TO EASEMENT
[Legal Description of Unimproved Access Areas]

R-2a:

EMPIRE PASS R-2a - Summit County

A parcel of land located in the Northwest quarter of Section 33 and the Southwest quarter of Section 28, Township 2 South Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is South 88°24'56" West 255.32 feet coincident with the section line and North 37.02 feet from a 3-1/4 inch diameter cap on an aluminum pipe at the North quarter corner of Section 33, Township 2 South Range 4 East, Salt Lake Base and Meridian, said point being on the boundary of Red Cloud Subdivision, recorded January 27, 2005, as Entry No. 724721 in the Office of the Recorder, Summit County, Utah, and also being on the Northerly sideline of Lot 448, Uncle Charles Lode in the Uintah Mining District as shown on the survey recorded December 1, 2014, as S-8175 in the Office of the Recorder, Summit County, Utah; and running thence coincident with said Lot 448, Uncle Charles Lode South 47°06'18" West 419.94 feet to the Easternmost corner of Mineral Survey 6026, Overlooked Fraction Lode in the Uintah Mining District; thence coincident with said Mineral Survey 6026, Overlooked Fraction Lode the following two (2) courses: 1) North 36°45'45" West 144.77 feet; thence 2) South 47°12'46" West 908.31 feet to a point on the Easterly sideline of Lot 121, Home Station in the Uintah Mining District as shown on said recorded Survey S-8175; thence coincident with said Easterly sideline of Lot 121, Home Station North 36°45'47" West 70.43 feet to a point on the boundary of said Red Cloud Subdivision; thence coincident with said Red Cloud Subdivision the following nine (9) courses: 1) North 16°23'58" East 87.02 feet to a point on a curve to the right having a radius of 175.00 feet, of which the radius point bears South 73°36'02" East; thence 2) along the arc of said curve 173.22 feet through a central angle of 56°42'44"; thence 3) North 73°06'42" East 161.91 feet to a point on a curve to the left having a radius of 465.00 feet, of which the radius point bears North 16°53'18" West; thence 4) along the arc of said curve 277.03 feet through a central angle of 34°08'06"; thence 5) North 38°58'36" East 145.23 feet to a point on a curve to the right having a radius of 140.00 feet, of which the radius point bears South 51°01'24" East; thence 6) along the arc of said curve 140.18 feet through a central angle of 57°22'03" to a point of reverse curve to the left having a radius of 190.00 feet, of which the radius point bears North 06°20'39" East; thence 7) Easterly along the arc of said curve 163.35 feet through a central angle of 49°15'33"; thence 8) North 47°05'06" East 235.59 feet; thence 9) South 42°54'54" East 61.00 feet to the point of beginning.

(Summit County Tax Serial No. PCA-S-98-SD-4)

Red Cloud Parcels:

Parcel B and the east portion of Parcel A (such portion located east of Red Cloud Lot 2) of the Amendment to Lots 1, 2, 3 & 4 Red Cloud Subdivision recorded with the Summit County Recorder on July 26, 2006 as Entry No. 785276.

(Summit County Tax Serial Nos. RCLD-B-AM and part of RCLD-A-AM)

Home Station and Luckey Bill (east of Red Cloud Subdivision):

HOME STATION AND LUCKEY BILL MINING CLAIMS – Summit County

A parcel of land located in the north half of the northwest quarter of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is North 88°24'56" East 1302.94 feet coincident with the section line and South 662.99 feet from a GLO stone monument at the northwest corner of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the easterly boundary of Parcel B, Amendment to Lots 1, 2, 3 & 4 Red Cloud Subdivision, recorded July 31, 2006, as Entry No. 785276 in the Office of the Recorder, Summit County, Utah, said point also being on the northeasterly end line of Lot 121, Home Station, in the Snake Creek Mining District; and running thence coincident with the northeasterly end lines of Home Station and Lot 57, Luckey Bill, in the Snake Creek Mining District as shown on that certain Record of Survey, recorded March 3, 2017, as Entry No. 0002928 in the Office of the Recorder, Wasatch County, Utah, South 36°31'50" East 492.11 feet to the Summit/Wasatch County line; thence coincident with the Summit/Wasatch County line South 54°41'12" West 83.61 feet to the easternmost corner of Parcel A of said Amendment to Lots 1, 2, 3 & 4 Red Cloud Subdivision; thence coincident with Parcel A and Lot 1 of said Amendment to Lots 1, 2, 3 & 4 Red Cloud Subdivision North 37°34'45" West 421.42 feet to the easterly boundary of said Parcel B; thence coincident with Parcel B North 16°23'58" East 114.44 feet to the point of beginning.

The Basis of Bearing for the above description is North 88°24'56" East 2661.75 feet between the northwest corner and the north quarter corner of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

(Part of Summit County Tax Serial No. PCA-S-98-SD-9)

EXHIBIT C-1 TO EASEMENT
[General Depiction of Unimproved Access Areas]

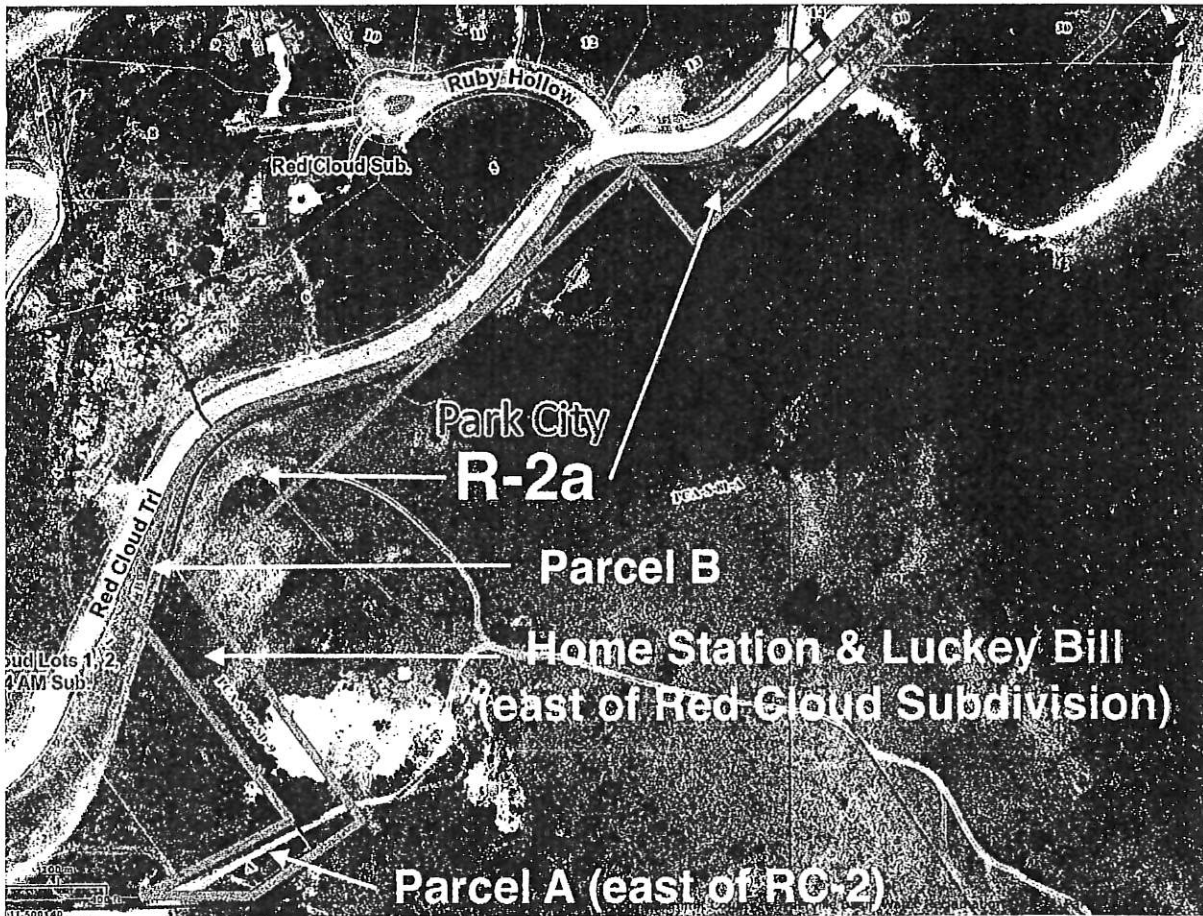


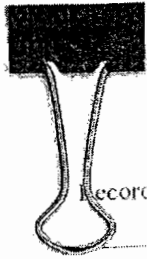
EXHIBIT D TO EASEMENT
[Legal Description of the Bransford Property]

The Logan Patented Lode Mining Claim, Lot No. 724, as the same is more particularly described in that certain Patent recorded November 30, 1892 In Book C of Mining Patents at Page 29 of the official records in the office of the Summit County Recorder.

Summit County Tax Serial Number: PCA-S-79-C

The U.P. No. 2 Patented Lode Mining Claim, Lot No. 724, as the same Is more particularly described in that certain Patent recorded November 30, 1892, In Book C of Mining Patents at Page 29 of the official records in the office of the Summit County Recorder.

Summit County Tax Serial Number: PCA-S-79-B



Recorded at the request of and return
to: Park City Municipal Corp.
Attn: City Recorder
P.O. Box 1480, Park City, UT 84060

Recorded this ____ day of ____
____, 2007
at Book # ____ Page # ____

ENTRY NO. 00806100

03/02/2007 02:42:51 PM B: 1850 P: 1897

Agreement PAGE 1 / 49

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 0.00 BY PARK CITY MUNICIPAL CORP



**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR FLAGSTAFF MOUNTAIN,
BONANZA FLATS, RICHARDSON FLATS,
THE 20-Acre QUINN'S JUNCTION PARCEL
AND IRON MOUNTAIN**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 2nd day of March, 2007, by and between UNITED PARK CITY MINES COMPANY, ("UPCM" or "DEVELOPER"), DEER VALLEY RESORT COMPANY, ("DEER VALLEY"), and PARK CITY MUNICIPAL CORPORATION, a third class city of the State of Utah ("City") (collectively, the "Parties").

RECITALS

- A. WHEREAS, DEVELOPER and DEER VALLEY own approximately: 1,600 of 1,750 acres of patented mining claims located in the unincorporated Flagstaff Mountain area of Summit County, more particularly described and depicted in Exhibit A attached hereto (hereafter, "Flagstaff Mountain"); approximately 106 acres of patented mining claims located on Iron Mountain within an unincorporated area of Summit County more particularly described and depicted in Exhibit B attached hereto (hereafter, "the Iron Mountain Parcels"); approximately 1,500 acres of patented mining claims, constituting all of UPCM's land located in the unincorporated Bonanza Flats area of Wasatch County more particularly described and depicted in Exhibit C attached hereto (hereafter, "Bonanza Flats"); all of UPCM's land east of U.S. 40 and south of S.R. 248 constituting approximately 650 acres of real property owned in fee simple located immediately east of U.S. 40 and south of S.R. 248 within an unincorporated area

of Summit County more particularly described and depicted in Exhibit D attached hereto (hereafter, "Richardson Flats"); and approximately 20-Acres of real property owned in fee simple located west of U.S. 40 and south of S.R. 248 within an unincorporated area of Summit County more particularly described and depicted in Exhibit E attached hereto (hereafter, "the 20-Acre Quinn's Junction Parcel");

- B. WHEREAS, on May 17, 1994 DEVELOPER filed an application for annexation to Park City of Flagstaff Mountain, consisting of DEVELOPER's, DEER VALLEY's and Northside Neighborhood Property Owners' land, together totaling an area of approximately 1,750 acres;
- C. WHEREAS, on May 10, 1997 the Park City Council unanimously resolved by Resolution 10-97 to annex Flagstaff Mountain under certain Development Parameters;
- D. WHEREAS, on July 8, 1998 DEVELOPER requested reconsideration by the City of Resolution 10-97 and offered certain incentives for limiting development of the Bonanza Flats, Richardson Flats and the Iron Mountain Parcels;
- E. WHEREAS, on September 10, 1998 the Park City Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats and the Iron Mountain Parcels, as set forth in this Agreement;
- F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER further refined its proposal by offering to move 16 single family homes from the sensitive Prospect Ridge area to the Mountain Village and to constrain development in the Northside Neighborhood to reduce site disturbance and to facilitate sale to a conservation buyer for a time certain;
- G. WHEREAS, the Parties intended to enter into the original Agreement to establish new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels and to establish a time certain for annexation of Flagstaff Mountain (now referred to generally as Empire Pass) into the City;

- H. WHEREAS, the Parties in fact entered into the original Agreement on or about June 24, 1999; and
- I. WHEREAS, the Parties desire to amend and restate the original Agreement in connection with the development of a project known as the Montage Resort & Spa which is presently planned to include 192 hotel rooms and suites, with spa, restaurant and conference facilities, and a residential component that consists of resort condominiums.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the Park City Land Management Code (LMC) in effect on the date of a complete application or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

- 1.1 **"Annexation Property"** means that approximately 1,750 acres of property known as Flagstaff Mountain, described and depicted on Exhibit A.
- 1.2 **"Bonanza Flats"** means that approximately 1,500 acres of UPCM property commonly referred to as Bonanza Flats, constituting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.
- 1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.
- 1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance

with the terms of this Agreement.

- 1.5 **"Inaction"** provisionally¹ means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.
- 1.6 **"Meeting Accessory Uses"** provisionally² means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:
- 1.6.1 Administrative and Banquet Offices
 - 1.6.2 Banquet Storage Areas
 - 1.6.3 Banquet Prep Areas Storage Areas
 - 1.6.4 Common A/V Storage Areas
 - 1.6.5 Coat Check Areas
 - 1.6.6 Public Restrooms
 - 1.6.7 Public Telephone Areas
 - 1.6.8 Public Hallways
 - 1.6.9 Public Circulation Areas.
- 1.7 **"Mountain Village"** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 87 acres, within three development Pods (A, B₁, and B₂) and maximum densities, unit equivalencies and configuration more fully described herein.

¹ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

² This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

- 1.8 **"Northside Neighborhood"** means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.
- 1.9 **"Northside Neighborhood Property Owners"** means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.
- 1.10 **"Pedestrian Village"** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least fifty percent (50%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.
- 1.11 **"Planned Unit Development" or "PUD"** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.
- 1.12 **"Pod Z"** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.
- 1.13 **"Project"** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.
- 1.14 **"Residential Accessory Uses"** provisionally³ means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:

³ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superceded by an LMC definition of the term.

- 1.14.1 Common Ski Lockers
- 1.14.2 Common Lobbies
- 1.14.3 Registration
- 1.14.4 Concierge
- 1.14.5 Bell Stand/Luggage Storage
- 1.14.6 Common Maintenance Areas
- 1.14.7 Mechanical Rooms
- 1.14.8 Common Laundry Facilities and Common Storage Areas
- 1.14.9 Employee Facilities
- 1.14.10 Common Pools, Saunas and Hot Tubs
- 1.14.11 Public Telephone Areas
- 1.14.12 Public Restrooms
- 1.14.13 Administrative Offices
- 1.14.14 Public Hallways and Circulation Areas

1.15 **“Resort Accessory Uses”** provisionally⁴ means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

- 1.15.1 Information
- 1.15.2 Lost and Found
- 1.15.3 Mountain Patrol
- 1.15.4 Mountain Administration
- 1.15.5 Mountain Maintenance and Storage Facilities
- 1.15.6 Mountain Patrol and Emergency Medical Facilities
- 1.15.7 Public Lockers
- 1.15.8 Public Restrooms
- 1.15.9 Employee Lockers
- 1.15.10 Ski School/Day Care

⁴ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

1.16 **“Richardson Flats”** means all of UPCM’s property at the southeast corner of U.S. 40 and S.R. 248, more fully described and depicted on Exhibit D.

1.17 **“Transportation Hub”** means the terminus of a public and/or private transportation system that is located at a convenient location within the Mountain Village.

1.18 **“Unit Equivalent,”** with respect to commercial structures and multifamily and PUD structures, has the meaning set forth in the LMC.⁵ Each single family residential structure (excluding PUDs) approved by the City pursuant to this Agreement for construction within the Project shall have a Unit Equivalent of 1.00, regardless of the size or the location of the single family residential structure. Each commercial structure or portion thereof (as such may be determined in applicable MPD approvals) shall consume 1 Unit Equivalent for each 1000 square feet. Each multifamily and PUD residential structure shall consume 1 Unit Equivalent for each 2000 square feet.

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

2.1. DEVELOPER is hereby granted the equivalent of a Large Scale Master Planned Development (Large Scale MPD) for Flagstaff Mountain. This Large Scale MPD sets forth maximum densities, location of densities and DEVELOPER-offered amenities and is subject to all normally-applicable City processes, and in addition thereto, such processes defined below, including DEVELOPER’s responsibility, prior to or concurrent with the Small Scale MPD process, to submit and ultimately to obtain (upon modification, if necessary) City approval, of satisfactory plans detailed below:

⁵ Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.

- 2.1.1. Mine/Soil Hazard Mitigation Plan--which plan shall include an inventory of all mine sites, potential sources of release of hazardous materials into the environment, and a plan and schedule for their remediation;
- 2.1.2. Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Mountain Project;
- 2.1.3. Specific Transit Plan;
- 2.1.4. Parking Management Plan;
- 2.1.5. Detailed Open Space Management Plan;
- 2.1.6. Historic Preservation Plan;
- 2.1.7. Emergency Response Plan, including DEVELOPER's commitments to provide infrastructure necessary to serve the Project and Bonanza Flats and phasing therefor;
- 2.1.8. Trails Master Plan setting forth trail locations, specifications, phasing and timing of public easements;
- 2.1.9. Private Road Access Limitation Procedures;
- 2.1.10. Construction Phasing Plan—including construction milestones for project amenities, including Richardson Flats development;
- 2.1.11. General Infrastructure and Public Improvements Design and Phasing Plan, which calls for the efficient extension of services, concentrating initial infrastructure development in the Mountain Village, and secondarily in the Northside Neighborhood. Such plan shall allow for the construction of a variety of housing types in each phase;
- 2.1.12. Utilities Master Plan—including the timing, alignment and service strategy for water and sewer service, as well as storm water management throughout the Project and Bonanza Flats;
- 2.1.13. Wildlife Management Plan; and
- 2.1.14. Affordable Housing Plan, including phasing.
- 2.2. **Maximum Development Parameters--Flagstaff Mountain.** Flagstaff Mountain is composed of the Mountain Village, the Northside

Neighborhood; various ski related improvements, and the Silver Mine Adventure. Upon annexation, Flagstaff Mountain will be zoned as shown on the zoning map attached hereto as Exhibit P. The following maximum development parameters apply to Flagstaff Mountain:

2.2.1 **Mountain Village:** The Mountain Village is constrained as follows:

2.2.1.1 **Small Scale MPD.** Site specific volumetrics and configuration will be established in the Small Scale MPD process.

2.2.1.2. **Maximum Development Area.** In the Small Scale MPD process, the entire Mountain Village development shall be constrained within a total of 87 acres.

2.2.1.3. **Maximum Density.** The maximum density within the Mountain Village is 785 Unit Equivalents configured in no more than 550 dwelling units.⁶ Such density shall be configured as multi-family, hotel, or PUD units, provided the PUD units do not exceed 60. PUD units consume Unit Equivalents in the same respect as multifamily units. Additionally, the Mountain Village may contain up to 16 detached single family home sites.

2.2.1.4. **Pedestrian Village.** At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B₁, and B₂) within the Mountain Village must be linked by transit.

2.2.1.5. **Commercial.** The Mountain Village may additionally include up to 75,000-sq. ft. of Resort Support Commercial uses, which shall include Neighborhood

⁶ Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent. In the case of the Montage, the 192 Montage hotel rooms shall count as Unit Equivalents at the rate of 1 Unit Equivalent per 2,000 square feet of hotel rooms, but such hotel rooms shall not have kitchens and shall not count as dwelling units.

Convenience Commercial uses for residents and visitors such as groceries and sundries.

2.2.1.6. **Mine Site Reclamation.** To the greatest extent possible, DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall reclaim⁷ all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

2.2.1.7. **Public Trails.** DEVELOPER shall construct and dedicate public trails designated on an accepted Trails Master Plan. Many trails will be constructed on land ultimately owned by DEER VALLEY. In those areas, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for public trail use. Such rules may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.2.1.8. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER and/or DEER VALLEY shall execute for the benefit of the City perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which, at a minimum, shall prevent the construction thereon of residential, commercial and retail structures but shall provide for ski-related uses consistent with paragraph 2.5 herein.

2.2.1.9. **Parking.** Each Small Scale MPD submittal shall include a parking management plan with respect to the portion of the property covered by such Small Scale MPD submittal.

⁷ Reclamation shall include, at a minimum, revegetation of exposed areas.

The goal of the plan is to design the Mountain Village in such a way as to reduce parking demand by 25%. DEVELOPER shall plan and encourage within the Mountain Village portion of the Project programs such as parking management, paid parking for commercial uses, shuttles and other programs designed to reduce the demand for private vehicles and parking. DEVELOPER shall provide for shared parking in all commercial, short-term residential and mixed-use buildings. Assigned or reserved spaces within commercial, short-term residential and mixed-use buildings are prohibited except that in the case of the Montage, one parking space may be assigned for each dwelling unit (excluding the 192 hotel rooms). The majority of the required parking areas will be fully enclosed and/or constructed underground.

2.3 **Prospect Ridge.** DEVELOPER considers the Prospect Ridge area depicted in Exhibit K to be a critical viewshed area for Old Town.

2.3.1 **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER shall construct and dedicate to the City public trails designated within the Prospect Ridge area.

2.3.2 **Deed Restricted Open Space.** Within 30 days of issuance of the first Small Scale MPD, DEVELOPER shall cause to be recorded a document, approved by the City, which shall impose perpetual covenants and use restrictions for that portion of Prospect Ridge depicted as "Recreation Open Space Dedication" on Exhibit K, which shall prevent the construction thereon of residential, commercial and/or retail structures, ski lifts, and developed alpine ski runs.

2.4. **Northside Neighborhood.** The Northside Neighborhood is composed of property owned by five separate Northside Neighborhood Property Owners and, upon their written acceptance of the terms of this Agreement,

may contain a maximum of 38 homes, the size and location of which shall be determined at Small Scale MPD/subdivision review. The Northside Neighborhood may also contain a 1000 sq. ft. non-denominational Chapel, that will remain open and reasonably available to the public.⁸

2.4.1 Small Scale MPD. The Small Scale MPD must include all Northside Neighborhood Property Owners to achieve the maximum density of 38 detached single-family homes. Absent participation by all Northside Neighborhood Property Owners, DEVELOPER and DEER VALLEY may apply for a Small Scale MPD for a maximum of 30 single-family homes on the portion of the Northside Neighborhood owned by DEVELOPER and DEER VALLEY.⁹ In all circumstances, DEVELOPER and DEER VALLEY shall limit development in the Northside Neighborhood as follows:

2.4.1.1. Meadow Restriction. Homes shall not be in the meadow area generally designated on Exhibit A and further defined in the Small Scale MPD process.

2.4.1.2. Ski Run Separation. Limits of disturbance for each site shall be a minimum of 50 feet from any ski run, except where existing ski runs conflict with platted ski easements or platted lots, in which event the City shall have the discretion and authority to approve case-by-case exceptions to the foregoing distance limitation.

2.4.1.3. Viewpoint Restrictions. Structures and roads must be configured to minimize road and utility impacts and to

⁸ No utility extension will be allowed for the Chapel. Power may be allowed if it is readily accessible. Location of the Chapel cannot cause the extension of an improved road. Siting and construction must comply with all Code provisions.

⁹ If Park City Star, Bransford or Mayflower do not reach an agreement with DEVELOPER and DEER VALLEY with respect to the joint development of the detached single family homes within the Northside Neighborhood, then DEVELOPER and DEER VALLEY shall grant to the City the right to connect to the utility lines and to grant limited access to roads within the Northside Neighborhood without cost to serve the remaining property owners.

minimize wintertime visual impacts¹⁰ from ski runs and designated viewpoints, including but not limited to the knoll behind the terminus of what is presently known as the Northside chairlift.

2.4.1.4. **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER, DEER VALLEY, and Northside Neighborhood Property Owners shall dedicate to the City improved public trails and trail easements that connect to the surrounding trail system. Where trails pass through the Deer Valley Ski Area, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations. Such rules may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.4.1.5. **Enchanted Forest.** No development shall occur in the “Enchanted Forest” area generally designated on Exhibit A and further defined in the Small Scale MPD process.

2.4.1.6. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall record perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which shall prevent the construction thereon of residential, commercial and retail structures but shall allow ski-related uses.

2.4.2. **Northside Neighborhood Conservation Plan.** DEVELOPER and DEER VALLEY agree to refrain from transferring, improving or developing the Northside Neighborhood for 3 years, from the date of this Agreement to facilitate the potential of (a) the fee simple sale of the Northside Neighborhood, or (b) the sale and transfer of the development rights from the Northside

¹⁰ As well as summertime visual impacts.

Neighborhood. In either case, the sale would be completed within said time period and would be to a conservation buyer or buyers at fair market value at the date of purchase. Fair market value in this context shall reflect the entitlement for single family detached units set forth in the Large Scale Master Plan and this Agreement or, if the Small Scale Master Plan has been issued, as reflected in the Small Scale Master Plan for the Northside Neighborhood. The three-year period noted above shall not limit the Planning Commission's authority in connection with approval of the phasing plans required in sections 2.1.10 and 2.1.11.

- 2.5. **Ski-Related Development.** Subject to conditional use review, DEER VALLEY may construct a skier day lodge of a maximum of 35,000 square feet, in the approximate location depicted on Exhibit A. The day lodge shall have no day skier parking, and must have adequate emergency vehicle access. Any parking lot for the lodge shall be for the purpose of meeting temporary events, intermittent seasonal dining, and service and administrative requirements, and shall be reviewed by the planning commission as a Conditional Use. Such Conditional Uses will have a traffic mitigation plan that may include the number of events, hours of operation, shuttle bus requirements and/or a limit to the number of guests. Pursuant to a Conditional Use Permit, said temporary parking area may be located on adjacent properties. Permanent non-skier parking for the Empire Day Lodge will be considered as part of the POD B-2 Master Plan Development. Such parking shall consist of not more than 75 spaces. These parking spaces are in addition to those otherwise required or allowed under this Agreement and the LMC. DEER VALLEY shall provide deed-restricted employee/affordable housing units as defined by the City's affordable housing policy in an amount equal to 20% of the commercial Unit Equivalents approved by the City for the day lodge prior to issuance of a Certificate of Occupancy for the day lodge.

2.5.1 Conditional Use (Administrative). Ski terrain and ski-related development is an administrative conditional use within the Project, consistent with the Deer Valley Ski Area Master Plan depicted in Exhibit F attached hereto, provided that only two graded runs shall be allowed in ski Pod Z, with thinning and other limited vegetation removal in the balance of Pod Z for skier safety and glade skiing. Review of ski terrain and ski-related development shall include, but shall not be limited to consideration of the following:

- 2.5.1.1 Openings for ski trails and lifts with straight edges and uniform widths will be minimized to the greatest extent possible.
- 2.5.1.2 Trails that are designed for base area return or circulation between fall line areas shall be designed for appropriate grades and widths consistent with minimizing visual impact.
- 2.5.1.3 Lift towers shall be painted or otherwise treated to blend with the natural surroundings.
- 2.5.1.4 Vegetation management, re-vegetation and erosion control techniques shall be designed in accordance with the "Deer Valley Resort Company Ski Run Construction and Revegetation Standards" attached hereto as Exhibit G. The objective shall be to achieve a vegetative condition that enhances the skier experience and long term forest health. Re-vegetation shall be designed to control erosion and to restore ground cover as quickly as possible after ground disturbing activities.

2.6 Beano's Style Private Club. DEVELOPER may construct a private restaurant (Beano's Cabin at Beaver Creek-style¹¹), at a location to be determined at the CUP phase. No private parking areas or vehicular

¹¹ Beano's is a 10,000 square foot private restaurant at Beaver Creek, Colorado.

access will be allowed except (i) access and space for patron drop-off's and pick-up's, and (ii) access, loading areas and circulation for emergency, delivery and service vehicles. The size of the private restaurant shall be determined by the Planning Commission at the CUP review phase, and shall be between 7,000 and 10,000 square feet.

2.7 Silver Mine Adventure. DEVELOPER may continue to operate the Silver Mine Adventure on the Ontario Mine Site as a valid, non-conforming use. Any change or expansion of use shall be processed in accordance with the LMC in effect at the time of the DEVELOPER's submission of a complete application for the proposed expansion.

2.8 Access and Alignment of S.R. 224. DEVELOPER shall access Flagstaff Mountain by means of S.R. 224, and a private road system. DEVELOPER shall realign a portion of S.R. 224 in the approximate location set forth on Exhibit H attached hereto, and shall construct a private road system for Flagstaff Mountain in the approximate location depicted on Exhibit H. The Parties agree to the following access and alignment of the road systems within Flagstaff Mountain:

2.8.1 Alignment. Upon Planning Commission approval of the first Small Scale MPD for Flagstaff Mountain, DEVELOPER shall petition to vacate the existing S.R. 224 alignment and, if granted, shall realign and dedicate the relocated S.R. 224 right of way to a standard similar to the existing S.R. 224 (with an asphalt surface for dust control). Such alignment shall be as generally depicted on Exhibit H. DEVELOPER shall block and prohibit vehicular access over the discontinued historic alignment of S.R. 224. Access over the realigned S.R. 224 shall remain seasonal (warm weather only). Upon completion of construction thereof, to the reasonable satisfaction of the City Engineer, the City shall accept the dedication of public roads under its jurisdiction identified on Exhibit H, or as determined by the Council, upon

recommendation of the Planning Commission through the Small Scale MPD and subdivision processes.

- 2.8.2 **Private Road.** Upon Small Scale MPD approval, and only to the extent of the Small Scale MPD approval, DEVELOPER shall construct a private road system within Flagstaff Mountain, as depicted in Exhibit H, over which DEVELOPER shall maintain all-season access throughout the year. Said private road, from its point of departure from S.R. 224 to the Summit/Wasatch County line, may be converted to a public road, in which event existing S.R. 224 from said point of departure to the county line shall no longer be used as a public road.
- 2.8.3 **Seasonal, Controlled Automobile Access.** DEVELOPER shall support and shall not undermine seasonal closure of realigned S.R. 224 and shall control motorized vehicular access from S.R. 224 to the private road system to prevent vehicular through traffic.
- 2.8.4 **Emergency Deer Valley Access.** The Project's seasonal emergency secondary access is through the Deer Valley Ski Area generally as depicted on Exhibit I and crash-gated in the approximate locations shown on Exhibit I. DEER VALLEY shall provide the City and the Park City Fire Service District with keys and/or combinations to the gates. The emergency access is necessary as a controlled evacuation route and as an emergency access for fire and safety personnel and equipment only. The secondary access route is an important ski run to the Deer Valley Ski Area that, in all but the most exceptional circumstances, will be used by skiers and over-the-snow vehicles. The Park City Fire Marshall may cause the access to be plowed and placed into winter service for emergency and evacuation purposes in that

exceptional emergency situation when normal road access to Flagstaff Mountain is interrupted for an extended period.¹²

2.8.5 Controlled Snowmobile Access. Winter snowmobile access to Brighton Estates and to Bonanza Flats is presently available over portions of S.R. 224. DEVELOPER and DEER VALLEY shall allow seasonal snowmobile access to property owners and renters in Brighton Estates over those portions of S.R. 224 within the Project that are presently used or alternatively over similar portions of S.R. 224 as may be relocated. DEVELOPER and DEER VALLEY shall otherwise prevent wintertime motorized vehicular access to the extent such action is consistent with the policy of the public entity that owns S.R. 224. The current recreational snowmobile concession in Flagstaff Mountain shall be eliminated with the relocation of S.R. 224.

2.8.6 DEVELOPER's Consent to Transfer. DEVELOPER consents to cooperate with the City in any state transfer of any portion of S.R. 224.

2.9 Flagstaff Mountain Mitigation/Amenities. At the City's request, the DEVELOPER shall deliver the following mitigation and amenities as an inducement to execute this Development Agreement:

2.9.1 Trails. DEVELOPER shall construct, maintain and commit to free public use, an improved public trail system as set forth in an approved Trails Master Plan. The construction of the trails shall be phased with the progress of the development of the Project. Existing trails shall remain open to the public until provisional or final trails have been constructed. Final trail locations may vary due to field conditions and season. Relocation of any trails shall be identified in the Trails Master Plan. Where the trails pass through the Deer Valley Ski Area, or are located on non-development lands owned or controlled by Deer Valley, Deer

¹² The Park City Fire Marshall may not cause the access to be plowed simply for public convenience.

Valley shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for trail use, including reasonable rules and regulations intended to prevent or minimize conflict between potential trail uses. Pedestrian and bicycle uses of the trail system shall not be prohibited or restricted without being so identified in the Trails Master Plan.

2.9.2 **No Gondola Alternative.** DEVELOPER shall contribute \$1,000,000 in cash to the City to be used specifically for other traffic mitigation projects in the City related to the Project. Additionally, the DEVELOPER shall (i) contribute \$10,000 toward the cost of a feasibility study, when commissioned by the City, to evaluate a potential ski amenity gondola, and (ii) contribute toward the construction of the Richardson Flats parking improvements described in the last paragraph of Section 3.1 of this Agreement, which shall be constructed in accordance with the specifications and conditions attached hereto as Schedule 3.1. The parking improvements shall be constructed in phases as established during the MPD for those improvements in cooperation with Summit County. Construction of the parking improvements will be assured through a form of completion bonding consisting of a draw-down letter of credit or other similar instrument in an amount equal to the good faith estimated cost to construct the parking improvements, but in an amount not to exceed \$1,800,000. In the event any permit application is denied such that the parking improvements cannot be constructed, the City shall be entitled to draw the entire amount of the completion bond, letter of credit or similar instrument (as the case may be), and DEVELOPER shall have no further obligation to construct the parking improvements.

2.9.3 **Historic Preservation.** The Historic Preservation Plan, at a minimum, shall contain an inventory of historically significant

structures located within the Project and shall set forth a preservation and restoration plan, including a commitment to dedicating preservation easements to the City, with respect to any such historically significant structures. The head frame at the Daly West site is historically significant.

2.9.4 Enhanced Environmental Protection. DEVELOPER shall limit the construction or installation of wood-burning devices to one wood-burning device in each of the 54 single-family homes in the Project. DEVELOPER shall not request approval from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within the Project, DEVELOPER shall have the right to construct one wood-burning device in each such lodge or hotel, except the Montage which may have three.

2.9.5 Lady Morgan Springs Open Space (Passive Use). The Lady Morgan Springs Area¹³, shall be restricted, by conservation easements acceptable to the City, and signs and monitoring, if necessary, to limit use of the area to skiing (without cutting runs, glading, or thinning trees) and daytime recreational hiking. Neither construction activity nor motorized vehicular use of any kind shall be allowed in the Lady Morgan Springs Area, except as allowed, with City staff approval, for forestry and wetlands management.

2.9.6 Open Space (Active). All land outside of the development areas (ski terrain and open space designated on Exhibit A) will be zoned as Recreation Open Space (ROS-MPD). Upon issuance of the first Small Scale MPD for any portion of the Project, DEVELOPER and DEER VALLEY shall execute a conservation easement, for the benefit of the City and a third party conservation trust (or similar entity), to limit their use of the

¹³ Described and depicted on Exhibit J, and as further defined in the Small Scale MPD process.

Flagstaff Mountain ski terrain to construction, development and operation of ski and mountain bike lifts, ski and mountain bike runs, one skier day lodge, and other similar winter and summer recreational uses and services. Such conservation easements shall prohibit any hotel, lodging, residential or commercial construction or use on ROS-zoned land in Flagstaff Mountain. Such conservation easement shall be to the reasonable satisfaction of the City and shall be first in priority in title.

2.9.7 Open Space (Prospect Ridge). Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall grant to the City a conservation easement, with free public trail access, without encumbrances, over acreage located on Prospect Ridge, contiguous with City-owned open space. The conservation easement area on Prospect Ridge is identified on Exhibit K attached hereto. Such conservation easement shall be to the reasonable satisfaction of the City and shall be first in priority in title.

2.9.8 Open Space (Iron Mountain). Upon the issuance of any Small Scale MPD, for any portion of the Project, DEVELOPER shall deed restrict or transfer to Park City, the Iron Mountain Parcels with City-approved encumbrances. In connection with such dedication, DEVELOPER shall reserve to DEVELOPER the right to lease to third parties the Iron Mountain Parcels for ski and other environmentally sensitive recreational uses. Such reservation shall not include the right to cut runs, glade, or thin trees, or construct or install ski lifts or developed alpine ski runs. DEVELOPER shall also reserve the right to retain all rent, proceeds and other consideration resulting from or generated by DEVELOPER leasing the Iron Mountain Parcels to third parties for ski and recreation-related uses. DEVELOPER shall indemnify, defend and hold the City harmless from any claim

arising from DEVELOPER's or a third party lessee's use of the Iron Mountain Parcels. Nothing herein should be construed to limit or waive governmental immunity with respect to claims made against the City.

2.9.9 Neighborhood-Specific Design Guidelines. DEVELOPER shall incorporate a Master Resort Association for Flagstaff Mountain and a Project-specific Property Owners' Association for the Mountain Village and Northside Neighborhood areas to cooperatively manage certain aspects of the Project. The Design Guidelines for both the Project and Bonanza Flats must emphasize a strong, common architectural theme, and shall be enforceable by one or more of the above-mentioned Associations.

2.9.10 Public Safety. A comprehensive emergency response plan will be required. The proposal includes a public safety site, at a minimum. The final public safety and emergency access plan must be determined prior to any permit issuance and only after coordination with the affected entities, such as the Park City Fire Service District. To the extent the Montage hotel structure requires additional safety equipment or infrastructure to achieve a minimum standard that will not result in a degradation of the Park City Fire District's I.S.O. rating, and to the extent ongoing tax revenues and impact fees generated by the Montage are insufficient to cover the costs of such additional equipment and infrastructure, any such shortfall shall be paid by DEVELOPER. Changes to any applicable Technical Report must be approved by the Park City Fire Marshall.

2.9.11 Sandridge Parking Lots. Prior to the issuance of a Small Scale MPD for any portion of Flagstaff Mountain, DEVELOPER shall irrevocably offer to dedicate to the City a conservation easement, or deed, satisfactory to the City to preserve the Sandridge

Parking Lots, described in Exhibit L as a public parking facility. Such interest shall be offered with no outstanding monetary encumbrances.

2.9.12 **Sandridge Heights Property.** Developer further agrees to limit its use of its Sandridge Heights property, described in Exhibit L, to either affordable housing or open space.

2.10 FLAGSTAFF MOUNTAIN MITIGATION MEASURES:

2.10.1 **Water System.** DEVELOPER shall build and dedicate to the Park City Water Service District an adequate water delivery system within Flagstaff Mountain to serve the Project, including all fire flow and irrigation needs.

2.10.1.1 **Withdrawal of Water Protests.** DEVELOPER shall immediately withdraw its protests to the City's pending water change application(s) before the State Engineer and agrees not to protest future City applications before the State Engineer.

2.10.1.2 **Water Source.** DEVELOPER shall design and construct a water source and delivery system to transport water from the water source to Flagstaff Mountain and to dedicate that system to the City. DEVELOPER and the City anticipate that such delivery system will include the development of a well of sufficient capacity to serve the Project.

2.10.1.3 **Group II Rights.** The City and DEVELOPER agree to file a joint application with the State Engineer to convert to municipal use within the boundaries of the Park City Water Service District all "Group II" water rights owned by both parties. The joint application will list all mutual points of diversion, all of the City's municipal sources, and all of DEVELOPER's sources including the proposed Ontario and Empire Canyon

Wells. DEVELOPER and the City shall divide the Group II rights approved for municipal use evenly, with DEVELOPER and the City each taking ownership of one-half of the total approved rights. DEVELOPER agrees to sell exclusively to the City its portion of the approved Group II water rights and DEVELOPER's interest in its Theriot Springs and Haueter Springs water rights (Weber Decree Award #456, #467 and #468) collectively referred to herein as the "Committed Water".

2.10.1.4 **Committed Water.** Once approved for municipal use, all Committed Water shall be leased to the City at a nominal cost and will therefore be unavailable for sale to others. DEVELOPER shall dedicate the Committed Water to the City, and the City shall pay to DEVELOPER from time to time an amount equal to the water development impact fees actually collected by the Park City Water Service District from the development of Flagstaff Mountain. Each such payment from the City to DEVELOPER shall be paid within 30 days following the receipt by the Park City Water Service District of each such water development impact fee.

2.10.1.5 **Excess Water Rights.** If after ten (10) years or 90% buildout of Flagstaff Mountain and Bonanza Flats, whichever last occurs, DEVELOPER retains water rights in excess of the water demand for both projects, the City may purchase the excess water rights from DEVELOPER at fair market value based on an appraisal from a mutually agreed upon appraiser or the City may relinquish its interest in the excess water rights. The City shall elect to either purchase (some or all of the

excess water rights) or relinquish its interest in the excess water rights within 180 days of written notice of the expiration of 10 years or 90% buildout of both projects, whichever last occurs. If the City takes no action within the 180 days, City will be deemed to have relinquished its interest in the excess water rights.

2.10.1.6 Impact Fees and Water Rates. The City will charge water development and connection impact fees and water rates within the Project in an amount equal to the water development and connection impact fees and water rates charged to other water users within the Park City Water Service District, unless extraordinary costs can be identified by the City and fairly assigned to the water users within the Project.

2.10.2 Subsequent Agreements. Since the time the original Agreement was adopted and executed, the City and DEVELOPER have entered into agreements that impact, implement and/or clarify certain provisions of the original Agreement including (i) An Agreement For A Joint Well Development Program dated January 14, 2000, (ii) a Memorandum of Understanding, dated January 14, 2000, Between Park City Municipal Corporation and United Park City Mines Company Clarifying and Implementing the Water Service and Water Source Development Provisions of the Development Agreement of June 24, 1999, and (iii) the Water Agreement dated effective as of March 2, 2007 (collectively, the Subsequent Agreements). The fact that this Agreement is styled as an amended and restated agreement shall not operate or be deemed to supersede, contravene, or amend the terms, conditions or provisions of the Subsequent Agreements.

2.10.3 Transportation and Traffic Mitigation. DEVELOPER has agreed to provide the following transportation and traffic mitigation measures.¹⁴ Prior to the issuance of a Certificate of Occupancy within the Mountain Village,¹⁵ the DEVELOPER shall provide the following to reduce the traffic anticipated by the Project:

2.10.3.1 Van and Shuttle Service. DEVELOPER shall provide for its owners, employees and guests, van and shuttle service alternatives consisting of regular circulator service within the Mountain Village and service from the Mountain Village to key destinations such as the Salt Lake International Airport, Main Street, Silver Lake, golf courses, and recreational trail heads.

2.10.3.2 Road and Intersection Improvements. Attached hereto as Exhibit M is a map and a more detailed list of improvements, which shall be constructed by DEVELOPER in satisfaction of this obligation. Prior to the construction of any of the improvements described below, the City shall review and approve or reject with suggested changes all plans, drawings and specifications with respect to the alignment and construction of such road and intersection improvements. Following DEVELOPER's completion of the construction of such improvements, DEVELOPER shall offer to dedicate such improvements to the appropriate governmental entity.

¹⁴ However, within the Small Scale MPD process, the City may conclude that these transportation and traffic measures should be reduced, and will modify DEVELOPER's obligations accordingly.

¹⁵ Except for DEER VALLEY's day lodge pursuant to paragraph 2.5 herein.

- 2.10.3.3 **Contribution to Marsac Roundabout.** DEVELOPER shall financially participate in the reconstruction of the intersection of Marsac Avenue and Deer Valley Drive. DEVELOPER is responsible for paying its proportionate share (determined by projected traffic generation) of the City's cost of such reconstruction to mitigate the impact of the Flagstaff Mountain and Bonanza Flats projects on the intersection.
- 2.10.3.4 **Runaway Truck Lane.** DEVELOPER, or an affiliate of DEVELOPER, shall construct a runaway truck lane on the Mine Road section of S.R. 224, as described on Exhibit N attached hereto. DEVELOPER expects to dedicate the Runaway Truck Lane to UDOT.
- 2.10.3.5 **Mine Road Widening.** Upon Planning Commission recommendation, DEVELOPER shall widen the Mine Road section of S.R. 224 as described on Exhibit M attached hereto.
- 2.10.3.6 **Mine Road Passing Lane.** Upon Planning Commission recommendation, DEVELOPER shall create and dedicate a passing lane on the Mine Road section of S.R. 224 as described on Exhibit M attached hereto.
- 2.10.3.7 **Drainage Improvements.** DEVELOPER shall improve drainage to S.R. 224 as described on Exhibit M attached hereto.
- 2.10.3.8 **Landscaping.** Upon Planning Commission approval, DEVELOPER may construct and create, at DEVELOPER'S sole cost and expense, landscape improvements in the area depicted on

Exhibit M, uphill from the intersection of S.R. 224 with Hillside to act as a Project entry statement.

2.10.4 **Construction Mitigation.** DEVELOPER shall provide the following measures, all to the reasonable satisfaction of the City's Chief Building Official, to mitigate the impact of construction within Flagstaff Mountain. DEVELOPER shall also adhere to the usual construction impact mitigation measures required by the City. Additional reasonable site-specific mitigation measures may be required at the Small Scale MPD phase. These measures will be permanently reflected in Covenants, Conditions and Restrictions of each development parcel. The Detailed Construction Phasing Plan to be submitted by DEVELOPER to the City shall include, without limitation, provisions pertaining to:

2.10.4.1 Limits of Disturbance and Vegetation Protection for all construction, including construction of public improvements.

2.10.4.2 Construction staging, on-site batch plants, and materials stockpiling¹⁶ and recycling in the Daly West area to keep all excavated materials on site during the Project infrastructure and construction phases.

2.10.4.3 Construction traffic routing plan to minimize traffic impacts on Old Town and residential areas, by only allowing construction traffic to use current state roads, unless otherwise directed by the City.

2.10.4.4 Dust and soils monitoring and containment, along with remediation of contaminated mining waste within the areas that are disturbed during the construction of the improvements within the Project and erosion and runoff controls for the entire Project

¹⁶ Developer shall stockpile all earthen material on site.

2.10.4.5 Temporary public access trails throughout construction.

2.10.4.6 Tools and equipment storage on-site adequate to serve all construction.

2.10.5 **Employee/Affordable Housing.** DEVELOPER shall provide deed-restricted employee/affordable housing units ("Affordable Unit Equivalents" or "AUEs") as defined by the City's affordable housing policy in an amount equal to 10% of the residential Unit Equivalents and 20% of the commercial Unit Equivalents approved by the City for the Project (collectively, the "Base AUEs"). The employee/affordable housing requirement for the Project, including the Montage, is 98.9 Base AUEs. One AUE equals 800 square feet. In addition to the Base AUEs, DEVELOPER has committed to construct, off-site, 20 additional AUEs (the "Additional AUEs") as an additional community benefit for the Project. Within 24 months from the effective date of this Agreement, the DEVELOPER (or any assignee thereof) shall either (i) begin construction of the 20 Additional AUEs, or (ii) post a financial guarantee in a form acceptable to the City Attorney in favor of the City equal to 10 percent of the estimated construction costs of the Additional AUEs. Each Additional AUE shall be sold or rented at prices and terms consistent with the City's affordable housing guidelines in effect at the time a Certificate of Occupancy is issued for the AUE. The calculation of total AUEs is detailed in the following table:

<u>Type of Use</u>	<u>Unit Equivalents</u>	<u>Mitigation Rate</u>	<u>AUEs Required</u>
Residential			
Residential Units	785	0.1	78.50
Single Family Home Sites	54	0.1	5.40
Subtotal Residential	839		83.90
<u>Type of Use</u>	<u>Square Footage / 1,000 SF</u>	<u>Mitigation Rate</u>	<u>AUEs Required</u>
Commercial			
Commercial Unit Equivalents	75	0.2	15.00
Subtotal Commercial	75		15.00
Base AUEs On-Site (25%): 24.725			
Base AUEs Off-Site (75%): 74.175 *			
Total Base AUEs			98.90
Additional AUEs Contributed by Developer (located Quinns Junction)			20.00
TOTAL AUEs			118.00

*May be located at Quinns Junction, consistent with the City's approved employee/affordable housing plan.

A minimum of 25% of the Base AUEs shall be located on-site within the Project; however, at DEVELOPER'S option, any such on-site Base AUEs not actually constructed on-site or contractually committed to be constructed on-site may be constructed off-site on a 1.5-for-1 basis. DEVELOPER and the City shall consult with Mountainlands Housing Trust, or its equivalent (if any), to determine the type and location of employee/affordable housing which would be most effective in offsetting the demand generated from the Project. DEVELOPER shall provide the remaining 75% of the Base AUEs consistent with the City's approved employee/affordable housing plan. The employee/affordable housing will be phased with the Project in accordance with the approved Phasing Plan. Upon Planning Commission recommendation, the Housing Authority may direct DEVELOPER to:

- 2.10.5.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or
- 2.10.5.2 Donate in a form satisfactory to the City, without restrictions or encumbrances, the 20-Acre Quinn's Junction Parcel to the City in lieu of some or all of the remaining portion of DEVELOPER's affordable housing obligation; or

2.10.5.3 Build the units on an alternate parcel provided to DEVELOPER by the City. DEVELOPER must donate the 20-Acre Quinn's Junction Parcel to the City if the City offers to donate otherwise suitable land to DEVELOPER. If the City and DEVELOPER exchange parcels with respect to the new employee/affordable housing units, then DEVELOPER shall construct on such alternate parcel such number of new employee/affordable housing units, up to the required number of units, for which DEVELOPER is able to obtain approval. In no event shall the cost incurred by DEVELOPER to construct the new employee/affordable housing units on an alternate parcel provided by the City exceed the cost which DEVELOPER would have incurred to construct such new employee/affordable housing units on the 20-Acre Quinn's Junction Parcel; or

2.10.5.4 If mutually acceptable to DEVELOPER and the City, pay to the City a fee in lieu of constructing employee/affordable housing, consistent with the City's affordable housing policy, if such payment in lieu of constructing employee/affordable housing results in the construction or dedication of actual units for affordable /employee housing; or

2.10.5.5 Satisfy its obligation in a manner otherwise consistent with the City's affordable housing policy.

2.10.6

5-Year Irrevocable Offer to Annex the 20-Acre

Quinn's Junction Parcel. For the next five years from the date of this Amended and Restated Agreement, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

SECTION III. ADDITIONAL PUBLIC BENEFITS

In addition to the foregoing, DEVELOPER offers the following inducements to contract:

- 3.1 **Richardson Flats.** DEVELOPER unconditionally offers to annex Richardson Flats to the City and, regardless of the annexation of Richardson Flats, to restrict development of Richardson Flats to one of the following options to be selected by DEVELOPER, at DEVELOPER'S sole discretion:

Option 1. Under Option one DEVELOPER must limit the use of Richardson Flats to golf (with the requisite clubhouse, maintenance buildings and other related improvements), equestrian uses (including the construction of an arena or indoor equestrian center), and/or such other public recreational opportunities or special events as the City may deem proper. In the event DEVELOPER is able to obtain necessary approvals from EPA and/or DEQ, then DEVELOPER must construct on Richardson Flats a golf course, clubhouse, and driving range with adequate¹⁷ provisions for defined public access.

Option 2. Under Option two, DEVELOPER must limit the use of Richardson Flats to an 18-hole golf course (with the requisite clubhouse, maintenance buildings and other related improvements)¹⁸ and would make available to the City a site for a second 18-hole golf course. The site to be donated to the City would not include land in need of environmental remediation. If a second golf course is constructed under Option two, then the City and DEVELOPER shall work cooperatively to develop shared facilities such as a driving range and golf maintenance shops.

Option 3. If, after diligent efforts, DEVELOPER cannot receive EPA or DEQ approval of the aforementioned recreational

¹⁷ The course must be operated to maximize play.

¹⁸ Under Option 2 DEVELOPER may in the City's sole discretion be afforded the right to use Richardson Flats for such other public recreational opportunities or special events as the City may deem proper.

improvements, DEVELOPER will perpetually deed restrict Richardson Flats to prevent further development.¹⁹

In addition to the foregoing provisions, DEVELOPER shall, in part as an additional public benefit and in part as a traffic mitigation measure, provide the City with fee title (unless the City otherwise agrees to a long term lease) to 30 acres at Richardson Flats. Such acreage will be used only for ball fields or similar recreational spaces, and improvements related thereto, and parking. On this acreage, DEVELOPER will provide a parking area which may be paved and which will accommodate segregated Montage and Empire Pass parking (up to 100 spaces), and parking for the City (up to 650 spaces), for a total of up to 750 spaces. This parking area will also serve as the location for Montage construction parking, and DEVELOPER or Montage shall be responsible for providing or arranging construction parking shuttles. The parking improvements may be constructed in phases. DEVELOPER will have naming rights for the ball fields or similar recreational spaces, and will not select a name that is inappropriate. The parking improvements (excluding the 100 dedicated Montage spaces and spaces required for construction parking and other operational needs) may be used by the City for reasonable ancillary uses such as special events.

- 3.2 **Open Space/Transit Management Fund.** DEVELOPER shall pay on each transfer of DEVELOPER's land, and shall separately covenant with all successors in interest in a manner which runs with the land, to assess a 1% Open Space/Transit Management Fee on the gross sales price of all real property within the Project. 50% of the Open Space/Transit Management Fee shall belong to the Flagstaff Mountain Master Resort

¹⁹ The timing of Richardson Flats development shall be addressed in the Construction Phasing and General Infrastructure Phasing Plans required in Sections 2.1.10 and 2.1.11 with development commencing as early as possible.

Association to reduce Master Resort Association dues associated with obligations assumed herein or to enhance the Master Resort Association's service to its members. 50% of the Open Space/Transit Management Fee shall be paid to the City to assist in funding the costs and expenses for enhanced transportation to the Project, recreation improvements and/or open space acquisition, maintenance or preservation. This Open Space/Transit Management Fee shall not apply to the transfer of real property within the Project either solely as security for financing (e.g. mortgage) or for nominal consideration solely to initially capitalize the development entity. DEVELOPER acknowledges that the Project requires an open space management fee to mitigate the adverse effects of the Project. As such, DEVELOPER covenants that it will pay this fee as a contractual obligation, and not as a regulated entity. DEVELOPER shall vigorously defend the imposition of such fees. DEVELOPER shall not take any action (contractually, judicially, or legislatively) to challenge or otherwise adversely affect the enforceability of the Open Space/Transit Management Fee as a valid and enforceable real covenant.

SECTION IV. IMPACT FEES/PLAN CHECK FEES

- 4.1 **Conditions of Approval and Impact Fees.** With respect to the development of Flagstaff Mountain, DEVELOPER accepts and agrees to comply with the impact, connection and building fees of the City currently in effect, or as amended, to the extent the amended fees are applied uniformly within an impact fee district. DEVELOPER acknowledges that the Project requires infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. As such, DEVELOPER covenants that it will pay impact fees as a contractual obligation, and not exclusively as a regulated entity. If the state legislature disallows the imposition of a regulatory impact fee, DEVELOPER will pay those impact fees in effect at the time of such change in state law throughout the remaining buildout of the Project. Further DEVELOPER

agrees to pay plan check fees in the amount of 65% of the building permit fee.

SECTION V. BONANZA FLATS DEVELOPMENT PARAMETERS

- 5.1 **Restrictions on Bonanza Flats Development.** DEVELOPER covenants that it will never apply, nor assist in any application, to the City or to Wasatch County for the development of Bonanza Flats in excess of the following maximum densities. Further, DEVELOPER shall amend its development application with Wasatch County, and shall restrict development in Bonanza Flats to the following maximum densities:
- 5.1.1 A maximum of 260 residential units (280 Unit Equivalents), of which no more than 160 units shall be Bonanza Flats single family home sites.
 - 5.1.2 An 18-hole golf course, including the construction of no larger than a 20,000 sq. ft club house and other golf-related facilities, with Nordic skiing thereon during the winter, all as generally depicted on Exhibit O.
 - 5.1.3 75,000 square feet of resort-related commercial uses.
 - 5.1.4 Alpine and Nordic ski terrain, ski runs, ski lifts and other ski-related improvements, all as depicted on Exhibit O.
- 5.2 **Wasatch County Approval of Bonanza Flats Development Proposal.** DEVELOPER has a pending application in Wasatch County, with respect to Bonanza Flats, requesting density far in excess of that which the City regards as appropriate. As an inducement for the City to enter into this Agreement, DEVELOPER agrees to amend its development application with Wasatch County in order to reflect the terms and conditions of this Agreement regarding the development of Bonanza Flats. City's contractual restrictions on Bonanza Flats development are in no respect an endorsement of development on Bonanza Flats. DEVELOPER agrees that the portions of Bonanza Flats, as described on Exhibit C attached hereto, which are not to be developed shall be subjected to restrictive covenants or conservation easements, dedicated to a third party conservation trust (or

similar entity), in a form acceptable to the City, so that the real property which is not to be developed shall be limited in perpetuity to recreational and open-space uses. DEVELOPER and the City acknowledge that the annexation of Bonanza Flats to the City is not being considered at this time by either the City or by DEVELOPER.

5.3 Snyderville Basin Sewer Improvement District Annexation.

Snyderville Basin Sewer Improvement District ("SBSID") must agree to annex Bonanza Flats and agree to provide sewer service within Bonanza Flats if Park City is to provide water service to the area. SBSID capacity shall be restricted in size to accommodate no more than the restricted densities agreed to herein. If Wasatch County approves the use of Park City water for culinary use in Bonanza Flats, then DEVELOPER must apply for and pursue annexation to SBSID.

5.4 Annexation. If Wasatch County recommends that DEVELOPER seek annexation to the City of Bonanza Flats, then DEVELOPER shall request that the City annex Bonanza Flats. In the event that DEVELOPER requests that the City annex Bonanza Flats, the City anticipates the execution of an interlocal agreement with Wasatch County to address fiscal issues in connection with the City's annexation of Bonanza Flats.

5.5 Request for Transfer of Bonanza Flats Density to Flagstaff Mountain.

DEVELOPER may seek approval from the City of additional density within Flagstaff Mountain in exchange for DEVELOPER transferring approved density from Bonanza Flats and deed restricting such land as open space. City's contractual restrictions on development in Bonanza Flats in no way shall be construed as an endorsement of such densities either in Bonanza Flats nor transferred to the Mountain Village. Upon DEVELOPER's request, the City would consider such transfer. If favorably inclined to entertain such density transfer, the City would attempt in good faith to negotiate an interlocal agreement with Wasatch County to address fiscal issues associated with such action. In connection with any such request by DEVELOPER, the City may give higher priority

to the transfer of multifamily or lodging units and may consider many factors, including but not limited to the following:

- 5.5.1 The location and quality of open space within the Bonanza Flats property that would occur as a result of the transfer;
- 5.5.2 The suitability of increased density in the Mountain Village;
- 5.5.3 The potential reduction of traffic;
- 5.5.4 The potential positive impacts on the transportation system;
- 5.5.5 The visual and other impacts to the Mountain Village; and
- 5.5.6 The positive and negative impacts to the Bonanza Flats Property.

5.6 **Private Road.** Consistent with an approved phasing plan for Flagstaff Mountain, DEVELOPER may construct a private controlled access road between the Flagstaff Mountain and the Bonanza Flats development areas, provided that such private road is properly controlled to prevent through access to adjacent properties and deed restricted to prevent its extension beyond the terminus depicted in Exhibit C.

5.7 **Water Service.** DEVELOPER and the City acknowledge and agree that water service and sewer service to Bonanza Flats should be provided from the same basin in order to avoid any trans-basin transfer issues. Inasmuch as the City shall be providing water service to the Project, the City and DEVELOPER desire that the City provide water service to Bonanza Flats as well. If Wasatch County: 1) approves DEVELOPER's amended proposal for the limited development of Bonanza Flats detailed herein, and 2) approves DEVELOPER's proposal that the City provide water service to Bonanza Flats, then, subject to a City-approved infrastructure phasing plan, DEVELOPER shall build and dedicate to the Park City Water Service District an adequate water delivery system, to service Bonanza Flats, including all fire flow and irrigation needs. DEVELOPER shall work cooperatively with the City to develop a water source or sources, including, but not limited to, making well sites, water rights and easements available to the City. The City shall provide culinary water to Bonanza Flats according to the terms of this Agreement. DEVELOPER will

construct all infrastructure, including a source of water necessary to provide water service to Bonanza Flats. City water development and connection fees, as well as water rates, shall be the same as those imposed in the Project, unless the City can identify and fairly assign extraordinary costs to end users within Bonanza Flats. No water from a Weber Drainage Basin source shall be used for outdoor uses in Bonanza Flats.

5.8 **No Annexation Alternative.** If Bonanza Flats is not annexed into the City, and if the requirements described in Sections 5.3, 5.6 and 5.7 are satisfied, then DEVELOPER shall not build within Bonanza Flats more than the units described in Section 5.1 above.

5.9 **Conditions of Development of Bonanza Flats.** Regardless of the annexation of Bonanza Flats to the City, DEVELOPER agrees to the following:

5.9.1 The residential and commercial units constructed within Bonanza Flats shall not be located adjacent to the lakes within the Bonanza Flats property.

5.9.2 If Bonanza Flats is developed, but is not annexed DEVELOPER agrees to provide employee/affordable housing units consistent with its obligations in the Flagstaff Mountain annexation.

5.9.3 Within Bonanza Flats, DEVELOPER shall limit the construction of wood-burning devices to one wood-burning device per single family unit. DEVELOPER shall not request approval from Wasatch County or from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within Bonanza Flats, DEVELOPER may construct one wood-burning device in each such lodge or hotel.

5.9.4 DEVELOPER shall pursue an interlocal agreement with Wasatch County whereby the Park City Fire Protection District will provide fire protection services within Bonanza Flats.

5.9.5 Upon realignment of S.R. 224, DEVELOPER shall prohibit

commercial snowmobile use within Bonanza Flats.

SECTION VI. AMENDMENT OF AGREEMENT AND DEVELOPMENT PLAN

- 6.1 This Agreement may be amended from time to time by mutual written consent of the Parties.

SECTION VII. IMPLEMENTATION OF THIS AGREEMENT

- 7.1 **Processing and Approvals.** Site specific plans shall be deemed proposed Small Scale Master Plans and shall be subject to the process and limitations set forth in the Park City Municipal Corporation Land Management Code that is in effect when the DEVELOPER submits a complete application for a Small Scale MPD.
- 7.2 **Cooperation in the Event of Legal Challenge.** If any third party challenges the validity, or any provision, of this Agreement, (1) the Parties shall cooperate in defending such action or proceeding, and (2) DEVELOPER shall hold harmless, and shall indemnify the City for all costs (including attorneys' fees) associated with defending this Agreement. Nothing herein shall be construed as a waiver of governmental immunity, as applicable.
- 7.3 **Impossibility of Performance.** If this Agreement is delayed in its effect by actions beyond the control of City or DEVELOPER, this Agreement shall remain in full force and effect during such delay. If such delay in the effect of this Agreement extends for a period of more than one year, this Agreement shall be terminable by DEVELOPER or the City upon written notice to the other at any time after such initial one-year period. In the event of termination, all rights and obligations hereunder shall be deemed terminated, provided, however, that the parties shall cooperate to return to the status quo ante.

Section VIII. GENERAL PROVISIONS

- 8.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each

of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project.

8.2 **Transfer of Property.** DEVELOPER and DEER VALLEY shall have the right, without obtaining the City's consent or approval, to assign or transfer all or any portion of its rights, but not its obligations, under this Agreement to any party acquiring an interest or estate in the Project, or any portion thereof. Third party assumption of DEVELOPER's or DEER VALLEY's obligations under this Agreement shall not relieve DEVELOPER or DEER VALLEY of any responsibility or liability with respect to the expressly assumed obligation, unless the City expressly agrees in writing to the reduction or elimination of DEVELOPER's or DEER VALLEY's responsibility or liability. DEVELOPER and DEER VALLEY shall provide notice of any proposed or completed assignment or transfer. If DEVELOPER or DEER VALLEY transfers all or any portion of the property comprising Flagstaff Mountain, Richardson Flats, Sandridge or Bonanza Flats, the transferee shall succeed to all of DEVELOPER's or DEER VALLEY's rights under this Agreement. To the extent the City believes (in its sole discretion, considering the totality of the DEVELOPER's and/or DEER VALLEY's obligations) that the successor in interest has ample resources to secure the City's rights under this Agreement, the City may release DEVELOPER and/or DEER VALLEY from its proportionate liability under this Agreement.

8.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (1) the subject development is a private development; (2) City, DEER VALLEY and DEVELOPER hereby renounce the existence of any form of agency relationship, joint venture or partnership among City, DEER VALLEY and DEVELOPER;

and (3) nothing contained herein shall be construed as creating any such relationship among City, DEER VALLEY and DEVELOPER.

SECTION IX. MISCELLANEOUS

- 9.1 **Incorporation of Recitals and Introductory Paragraphs.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 9.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.
- 9.3 **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- 9.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for DEVELOPER, DEER VALLEY and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Since the time the original Agreement was adopted and executed, many of the DEVELOPER'S obligations hereunder have been satisfied. The fact that this Agreement is styled as an amended and restated agreement shall not be deemed or construed to reinstate the DEVELOPER obligations that have been satisfied as of the date hereof.
- 9.5 **Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States

mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to the other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to City to:

City Manager
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

Copy to:

City Attorney
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

If to DEVELOPER to:

United Park City Mines
c/o David J. Smith
P.O. Box 1450
Park City, UT 84060

Copy to:

Clark K. Taylor
VanCott Bagley Cornwall & McCarthy
P. O. Box 45340
Salt Lake City, Utah 84145

If to DEER VALLEY:

Deer Valley Resort Company
Attn: Bob Wheaton, President
2250 Deer Valley Drive South
P.O. Box 889
Park City, Utah 84060

Copy to:

General Counsel
Royal Street Corporation
7620 Royal Street East, Suite 205
P.O. Box 3179
Park City, Utah 84060

TALISKER
900 MAIN ST Suite 6111
P.O. Box 4349
84060

9.6 **No Third Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.

9.7 **Counterparts and Exhibits.** This Agreement is executed in four (4) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of forty-two (42) pages, including notary acknowledgment forms, and in addition, sixteen (16) exhibits, which constitute the entire understanding and agreement of the Parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Map and Legal description of Flagstaff Mountain
Exhibit B	Map and Legal description of the Iron Mountain Parcels
Exhibit C	Map and Legal description of Bonanza Flats
Exhibit D	Map and Legal description of Richardson Flats
Exhibit E	Map and Legal description of 20-Acre Quinn's Junction Parcel
Exhibit F	Deer Valley Ski Area Master Plan
Exhibit G	Deer Valley Resort Company Ski Run Construction and Revegetation Standards
Exhibit H	Guardsman Realignment
Exhibit I	Emergency Access
Exhibit J	Lady Morgan Springs Open Space Area
Exhibit K	Approximate Location of Prospect Ridge Open Space
Exhibit L	Map and Legal description of Sandridge Parking Lots and Sandridge Heights parcels
Exhibit M	Road and Intersection Improvements Detail
Exhibit N	Runaway Truck Lane
Exhibit O	Bonanza Flats golf course and ski improvements

Exhibit P Zoning Map for Flagstaff Mountain

- 9.8 **Attorneys' Fees.** In the event of a dispute between any of the Parties arising under this Agreement, the prevailing Party shall be awarded its attorneys' fees and costs to enforce the terms of this Agreement.
- 9.9 **Duration.** This Agreement shall continue in force and effect until all obligations hereto have been satisfied. DEVELOPER shall record the approved annexation plat for Flagstaff Mountain within 30 days of the City's adoption of an annexation ordinance to annex Flagstaff Mountain. The Large Scale Master Plan for Flagstaff Mountain granted herein shall continue in force and effect for a minimum of four years from its issuance and shall be effective so long as construction is proceeding in accordance with the approved phasing plan. Upon expiration of the minimum four-year period, approval will lapse after two additional years of Inaction following the expiration of such four-year period, unless extended for up to two years by the Planning Commission.

IN WITNESS WHEREOF, this Agreement has been executed by UPCM and by DEER VALLEY by persons duly authorized to execute the same and by the City of Park City, acting by and through its City Council effective as of the 2nd day of March, 2007.

PARK CITY MUNICIPAL CORPORATION

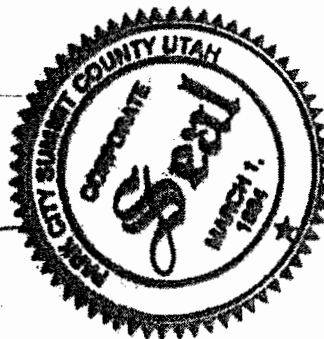
By: *Dana Williams*
Dana Williams, Mayor

ATTEST: City Clerk

By: *Janet Scott*
Janet Scott, City Recorder

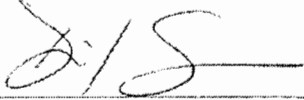
APPROVED AS TO FORM:

Mark D. Harrington
Mark D. Harrington, City Attorney



DEVELOPER:

United Park City Mines Company,
a Delaware corporation



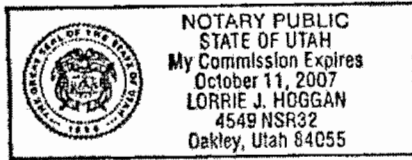
David J. Smith, Authorized Signing Officer

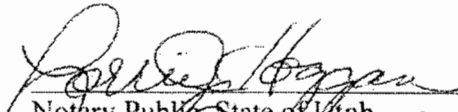
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

On this 28th day of ~~March~~ ^{February}, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.




Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,

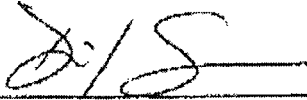
a Utah limited partnership

By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

DEVELOPER:

United Park City Mines Company,
a Delaware corporation



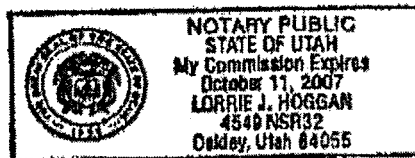
David J. Smith, Authorized Signing Officer

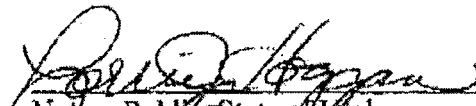
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

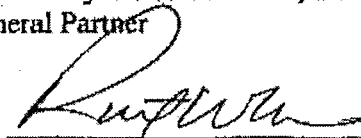
On this 28th day of ~~March~~ ^{February}, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.




Notary Public, State of Utah
Residing in Orlery, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership

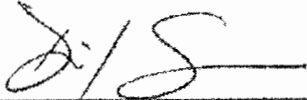
By: Royal Street of Utah, a Utah corporation,
General Partner

By: 

Robert Wells, Vice President

DEVELOPER:

United Park City Mines Company,
a Delaware corporation



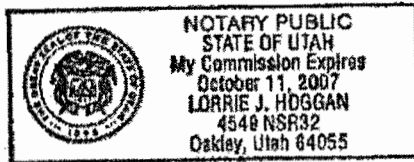
David J. Smith, Authorized Signing Officer

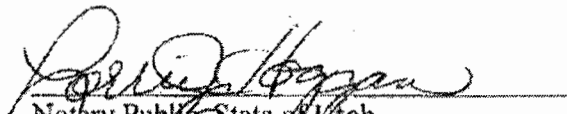
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

On this 28th day of ~~March~~ ^{February}, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.

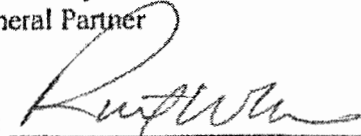



Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,

a Utah limited partnership

By: Royal Street of Utah, a Utah corporation,
General Partner

By: 

Robert Wells, Vice President

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

On this 1 day of MARCH, 2007 before me, *Constance M Richards*, the undersigned Notary Public, personally appeared **Robert Wells**, personally known to me to be the Vice President of Royal Street of Utah, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.



Constance M Richards
Notary Public, State of Utah AZ
Residing in Maricopa County, AZ

ARIZONA
STATE OF UTAH)
 MARICOPA : SS
COUNTY OF SUMMIT)

On this 1 day of MARCH, 2007 before me, Constance M Richards, the undersigned Notary Public, personally appeared **Robert Wells**, personally known to me to be the Vice President of Royal Street of Utah, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.



Constance M Richards
Notary Public, State of Utah AZ
Residing in Maricopa County, AZ

SCHEDULE 3.1

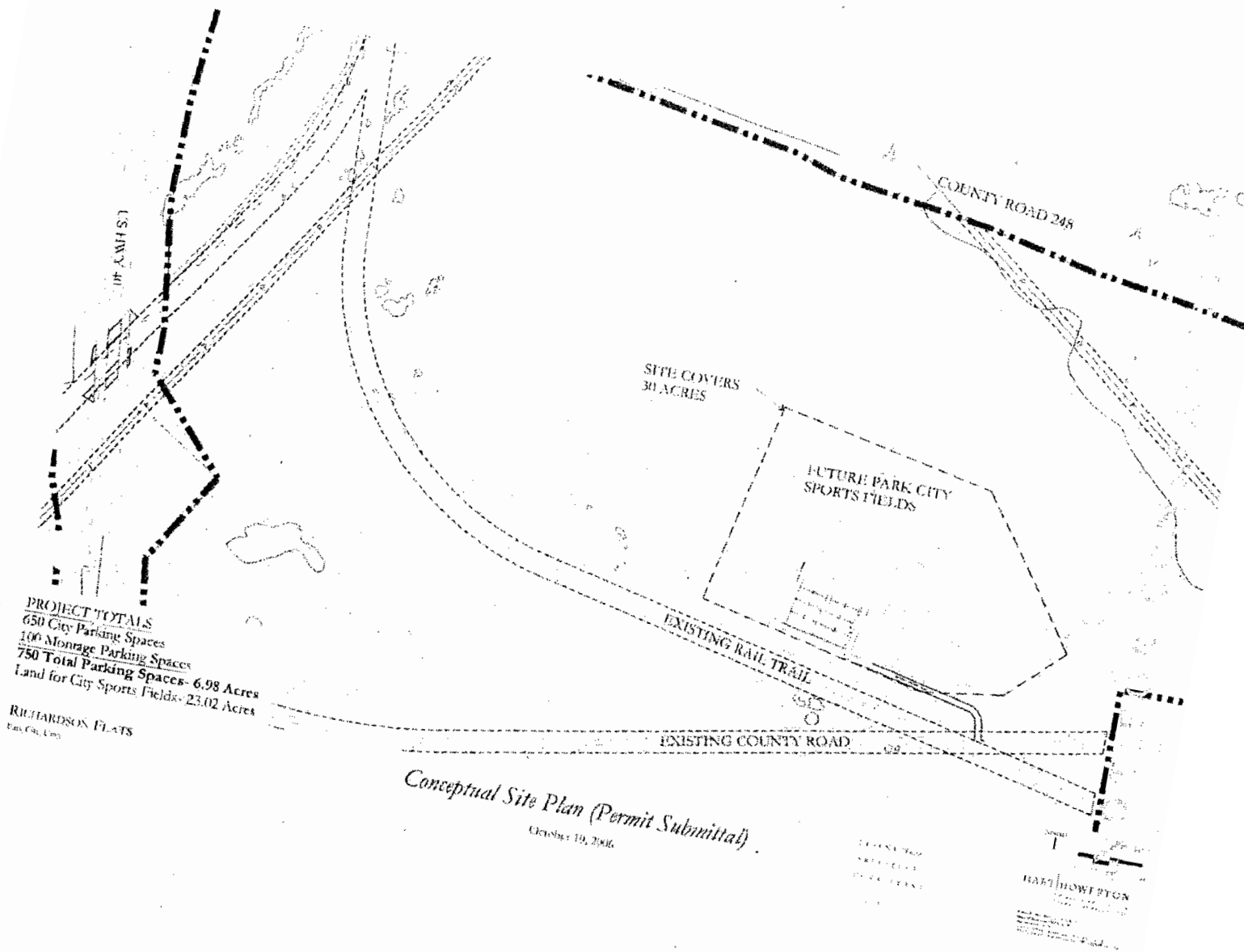
RICHARDSON FLATS PARKING AREA SPECIFICATIONS

Talisker or United Park City Mines Company will provide the City with fee title (unless the City otherwise agrees to a long term lease) to 30 acres at Richardson Flats (map attached). The use of this land is provided on the basis that it will be only for ball fields or similar recreational spaces (and related improvements) and parking. On this acreage, Talisker will provide a paved area which will accommodate segregated Montage and Empire Pass parking (up to 100 spaces) and parking for the City (up to 650 spaces) for a total of up to 750 spaces. The cost of improving the existing County road leading to the site shall be paid for by the Developer, and shall be subject to a late comer's agreement. The parking improvements shall be constructed in phases as established during the MPD for those improvements in cooperation with Summit County. The parking improvements (excluding the 100 dedicated Montage spaces and spaces required for construction parking and other operational needs) may be used by the City for reasonable ancillary uses such as special events. Construction of the parking improvements will be assured through a form of completion bonding consisting of a draw-down letter of credit or other similar instrument in an amount equivalent to the good faith estimated cost to construct the parking improvements, but in an amount not to exceed \$1,800,000. In the event any permit application is denied such that the parking improvements cannot be constructed, the City shall be entitled to draw the entire amount of the completion bond, letter of credit or similar instrument (as the case may be), and DEVELOPER shall have no further obligation to construct the parking improvements.

Additional specifications are as follows:

1. Adequate space will be provided for drainage & snow storage.
2. The area will have reasonably flat terrain.
3. The parking lot will allow adequate bus travel through the parking area.
4. An allowance for signs and street lights is included.
5. The lot will be paved to accommodate the weight of City busses, in accordance with applicable Summit County construction standards and/or the Park City Construction Specifications and Standard Drawings as reasonably applied by the City engineer and the DEVELOPER'S design engineer.

The precise layout and cost of the ball fields or similar recreational spaces within the 30 acre parcel, and improvements related thereto, are the City's responsibility.



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 64°44'13" E	136.79
L2	N 67°45'58" E	149.28
L3	N 81°11'10" E	122.88
L4	N 77°18'44" E	85.84
L5	N 77°48'30" E	79.25
L6	R 55°11'16" E	94.42
L7	S 72°54'27" E	85.42
L8	S 71°42'35" E	163.43
L9	N 10°41'54" E	76.70
L10	N 15°21'41" E	116.30
L11	N 56°44'38" E	142.80
L12	N 46°47'25" E	123.00
L13	N 35°09'16" E	88.70
L14	N 32°14'53" E	103.60
L15	N 32°00'03" E	159.20
L16	N 33°28'55" E	136.00
L17	N 38°27'54" E	138.00
L18	N 27°54'51" E	126.00
L19	N 31°30'07" E	96.30
L20	N 40°35'50" E	110.60
L21	N 50°15'25" E	32.50
L22	N 58°00'00" E	94.30
L23	N 50°23'25" E	105.09
L24	N 28°18'45" E	186.59
L25	S 00°15'34" W	115.59
L26	S 08°39'11" E	217.32
L27	S 35°30'59" E	87.30
L28	S 03°30'00" E	83.08
L29	S 31°30'00" W	68.20
L30	S 79°25'18" W	45.49
L31	S 17°08'46" E	88.76
L32	S 29°20'00" W	117.80
L33	S 83°34'00" W	89.10
L34	N 46°45'00" W	87.90
L35	N 77°28'00" W	161.00
L36	S 35°36'00" W	219.10

CURVE TABLE

CURVE	ARC	DELTA	RADIUS	CHORD	BRG
C1	398.24	15°23'33"	1482.39	S 07°57'20" W	
C2	813.57	06°11'23"	5879.58	S 12°33'25" W	
C3	388.82	16°06'55"	1392.39	S 01°24'18" W	
C4	300.26	48°51'38"	386.52	S 31°03'00" E	
C5	364.28	30°23'53"	686.62	S 40°19'03" E	
C6	191.78	21°28'53"	508.37	S 14°18'27" E	
C7	214.46	55°51'14"	220.00	S 31°55'37" E	

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163931, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Patented Government Lots of Record as prescribed within the boundary of the Flagstaff Mountain Resort annexation petition. In addition, this plat accurately illustrates a parcel of land located in the Southwest Quarter of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

John Demkowicz
L.S. No. 163931

Date

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents: That the undersigned corporate agent for United Park City Mines, the owner of the majority of the land described and illustrated on this plat do hereby petition Park City Municipal Corporation, of Summit County, Utah, that said lands be Annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Hank Rothwell, President

ACKNOWLEDGEMENT

State of _____
County of _____

On this _____ day of _____, 1999 Hank Rothwell personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the Corporate Agent for United Park City Mines Company, the owner of the majority of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

Notary Public

My Commission Expires: _____

LEGAL DESCRIPTIONS

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft, and also being North 04°39'13" East 1003.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running Northeastly along said demarcation and ridge line: North 44°09'00" East 1238.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 779.84 feet; thence North 49°33'13" East 816.72 feet; thence North 71°34'40" East 644.25 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'38" East 569.79 feet; thence North 23°55'00" East 604.00 feet; thence North 87°35'00" East 778.00 feet; thence North 77°17'18" East 735.40 feet; thence North 82°14'14" East 672.44 feet; more or less to a point on the westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39°17'38" East 942.39 feet, more or less from the Southwest corner of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulches; thence along said ridge line the following eight courses: thence North 84°44'13" East 136.79 feet; thence North 67°45'58" East 149.28 feet; thence North 81°11'10" East 122.88 feet; thence North 77°18'44" East 85.84 feet; thence North 77°48'30" East 79.25 feet; thence North 88°11'16" East 94.42 feet; thence South 72°54'27" East 85.42 feet; thence South 71°42'35" East 163.49 feet more or less to a point on the westerly right-of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79°18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservation Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right-of-way line the following fifteen (15) courses: North 10°41'54" East 76.70 feet; thence North 15°21'41" East 116.30 feet; thence North 56°44'38" East 142.80 feet; thence North 46°47'25" East 123.00 feet; thence North 35°09'16" East 88.70 feet; thence North 32°14'53" East 103.60 feet; thence North 32°00'03" East 159.20 feet; thence North 33°28'55" East 136.00 feet; thence North 38°27'54" East 138.00 feet; thence North 27°54'51" East 126.00 feet; thence North 31°30'07" East 96.30 feet; thence North 40°35'50" East 110.60 feet; thence North 50°15'25" East 32.50 feet; thence North 58°00'00" East 94.30 feet; thence North 50°23'25" East 105.09 feet; thence North 28°18'45" East 186.59 feet; thence South 00°15'34" West 115.59 feet; thence South 08°39'11" East 217.32 feet; thence South 35°30'59" East 87.30 feet; thence South 03°30'00" East 83.08 feet; thence South 31°30'00" West 68.20 feet; thence South 79°25'18" West 45.49 feet; thence South 17°08'46" East 88.76 feet; thence South 29°20'00" West 117.80 feet; thence South 83°34'00" West 89.10 feet; thence North 46°45'00" West 87.90 feet; thence North 77°28'00" West 161.00 feet; thence South 35°36'00" West 219.10 feet; thence North 34°37'00" West 1,077.30 feet, more or less to County Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.

600 0 600 1200 feet

FLAGSTAFF MOUNTAIN RESORT ANNEXATION PLAT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 20, THE SOUTH 1/2 OF SECTION 21, THE WEST 1/2 OF SECTION 27, SECTION 28, SECTION 29, THE NORTHEAST 1/4 OF SECTION 32, THE NORTH 1/2 OF SECTION 33, THE NORTHWEST 1/4 OF SECTION 34, THE NORTH 1/2 OF SECTION 3, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 SOUTH, RNGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH



JOB No. 17-4-96 FLAGSTAFF OVERALL/FLGANEX

ALLIANCE ENGINEERING INC.

P.O. BOX 2664
323 MAIN STREET
PARK CITY, UTAH 84060
(435) 649-9467

PLANNING COMMISSION

APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS _____
DAY OF _____, 1999 A.D.

BY _____
CHAIRMAN

ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____
DAY OF _____, 1999 A.D.

BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____
DAY OF _____, 1999 A.D.

BY _____
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS _____ DAY
OF _____, 1999 A.D.

BY _____
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

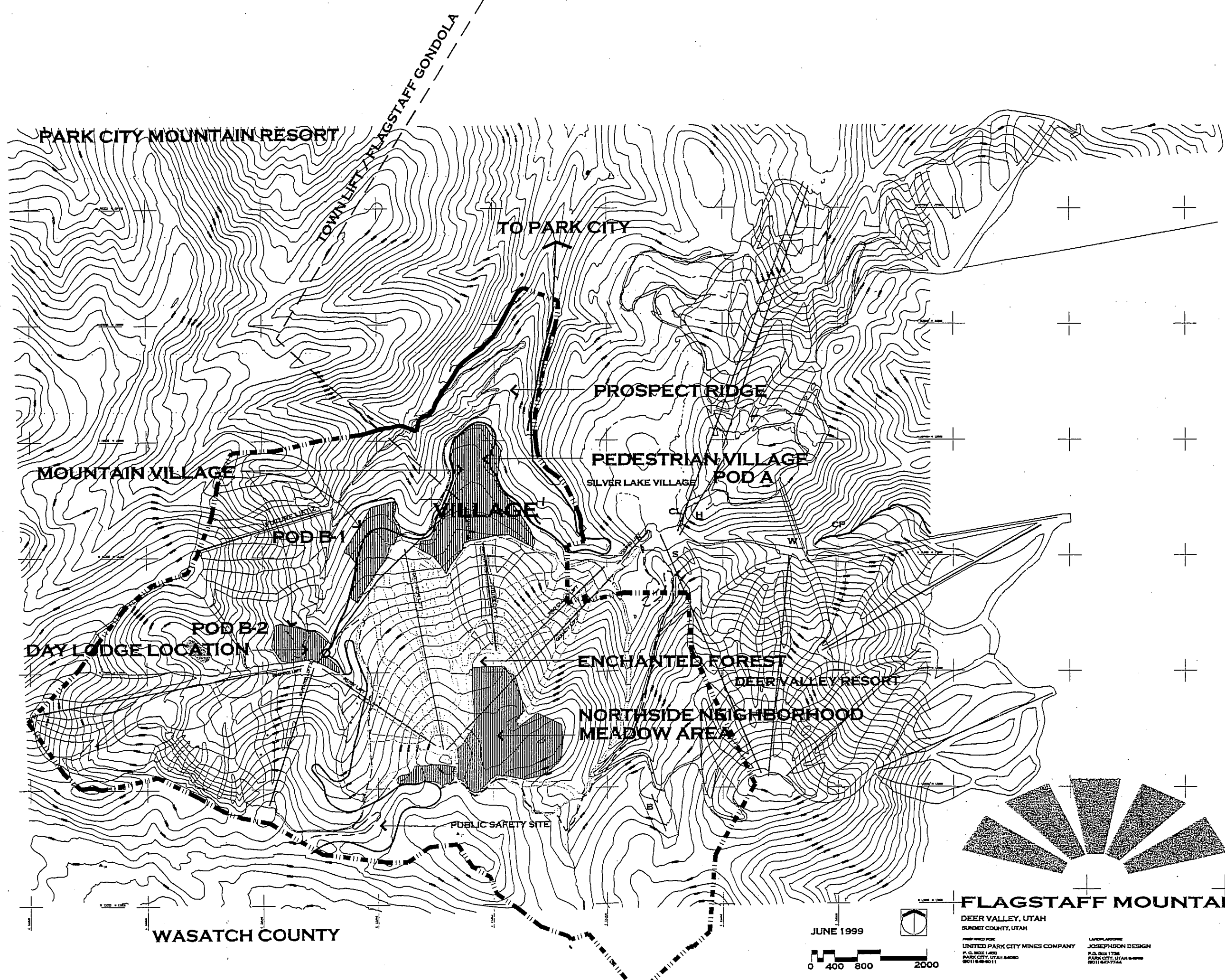
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS _____ DAY OF _____,
1999 A.D.

BY _____
MAYOR

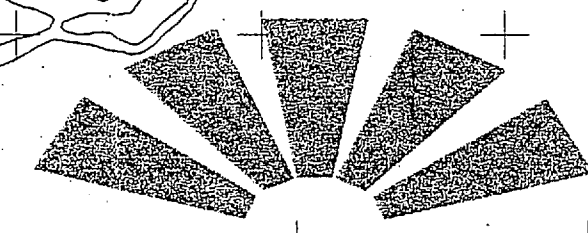
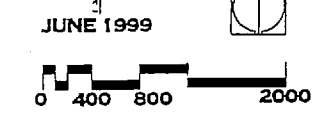
RECORDED

STATE OF UTAH COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____

FEE _____ RECORDER _____

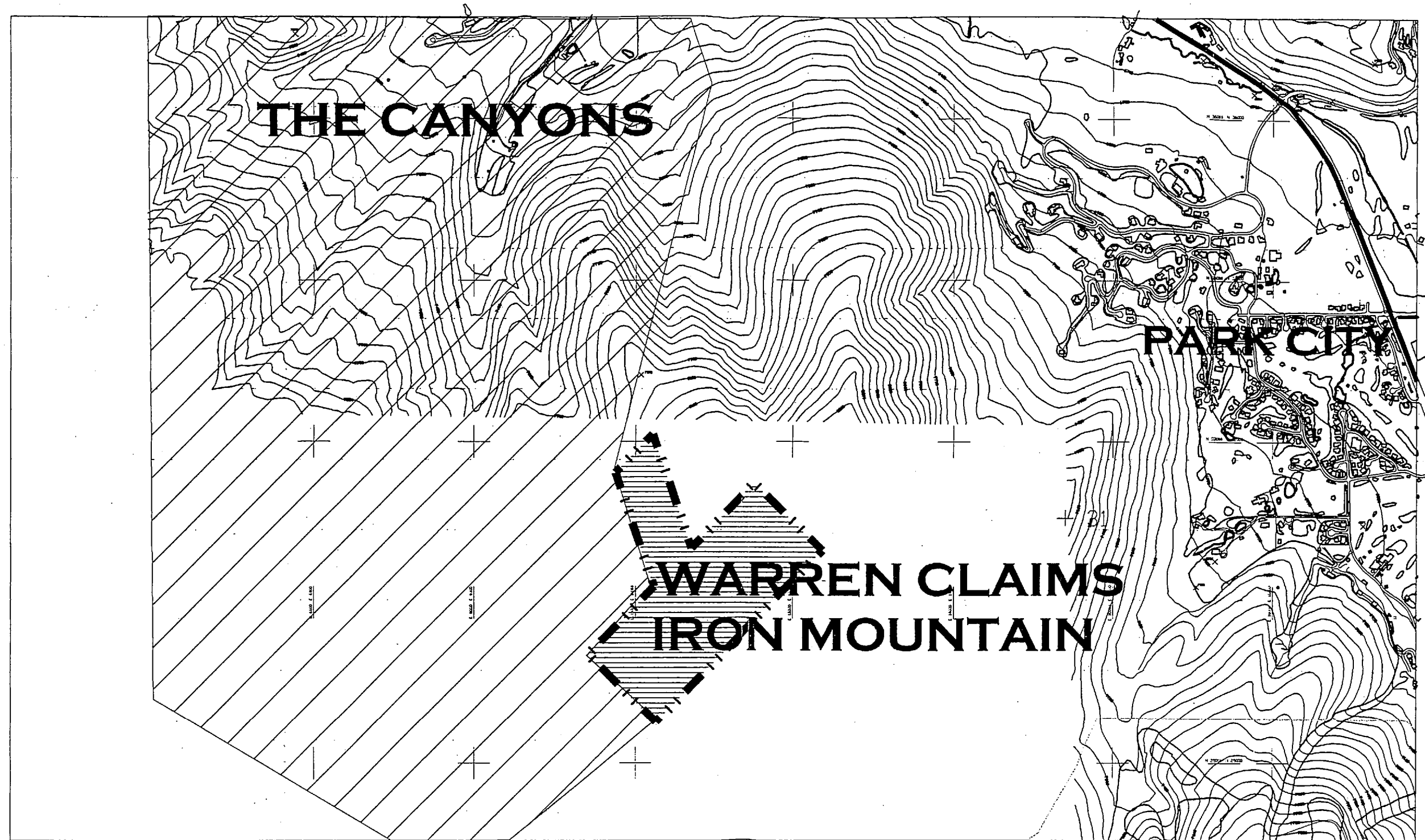


WASATCH COUNTY



FLAGSTAFF MOUNTAIN RESORT

DEER VALLEY, UTAH
SUNSET COUNTY, UTAH
PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1400
PARK CITY, UTAH 84060
(801) 640-6011
LANDSCAPE ARCHITECT:
JOSEPHSON DESIGN
P.O. BOX 1738
PARK CITY, UTAH 84060
(801) 640-7744



IRON MOUNTAIN PARCEL

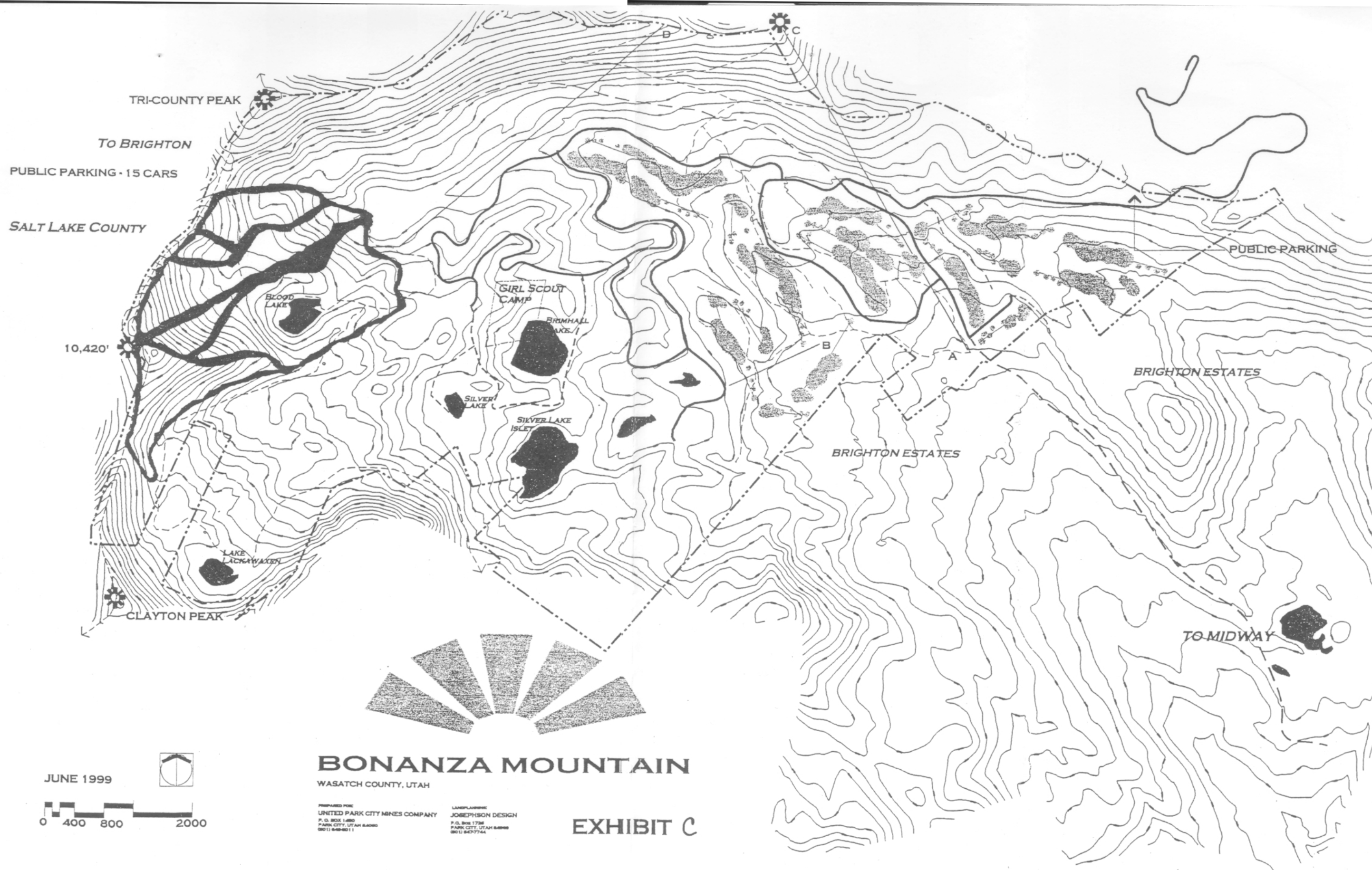
APRIL 1999



SUNDOY COUNTY, UTAH
PREPARED FOR
UNITED PARK CITY MINES COMPANY
P.O. BOX 1480
PARK CITY, UTAH 84302
80111-6457-7744

LUCIFERINE
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84302
80111-6457-7744

EXHIBIT B



JUNE 1999

0 400 800 2000

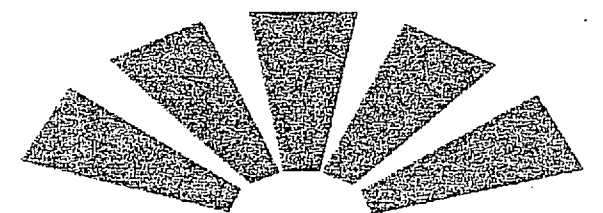
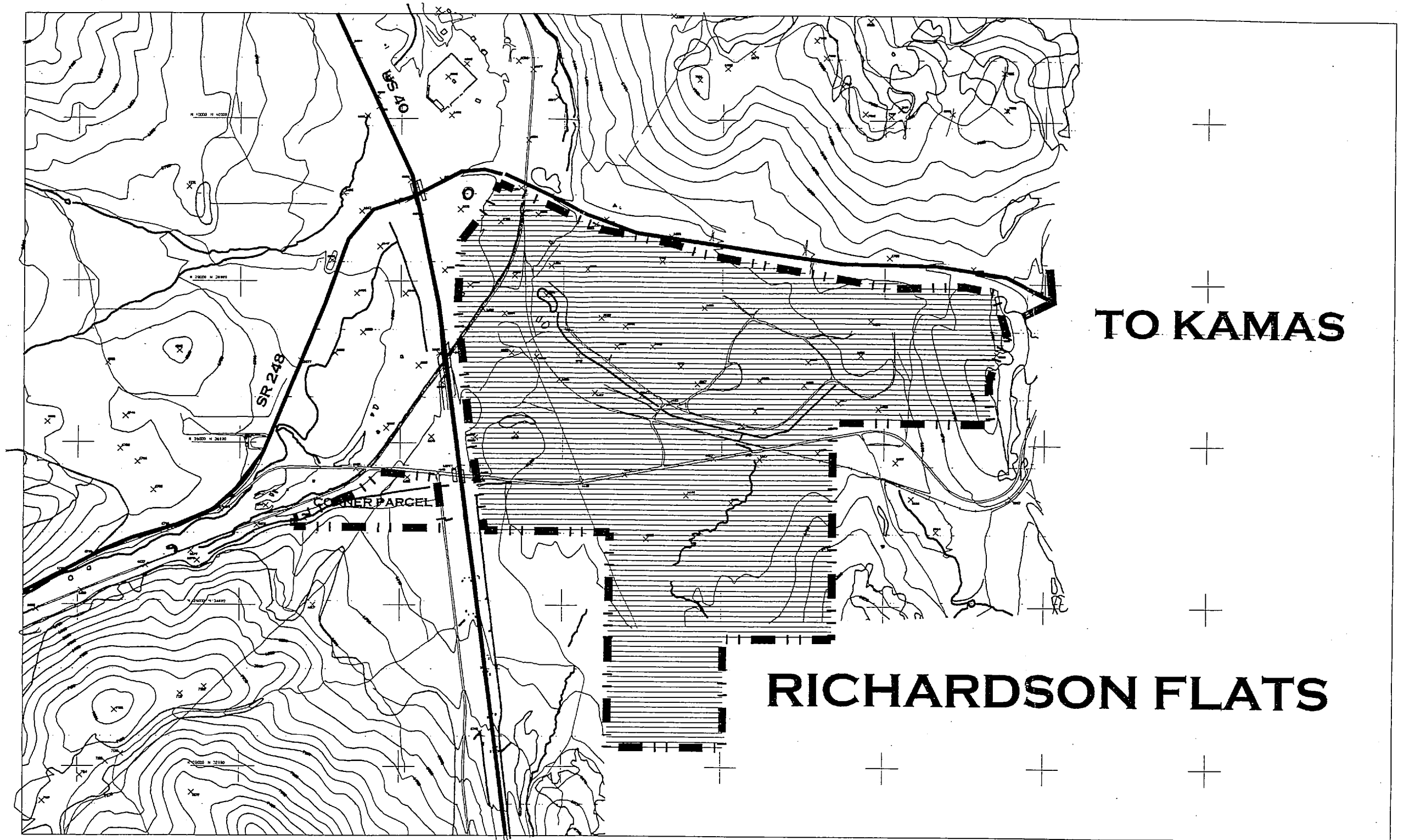
BONANZA MOUNTAIN

WASATCH COUNTY, UTAH

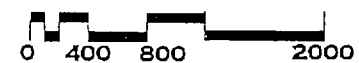
PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1480
PARK CITY, UTAH 84080
(801) 648-6011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1738
PARK CITY, UTAH 84080
(801) 642-7744

EXHIBIT C



APRIL 1999



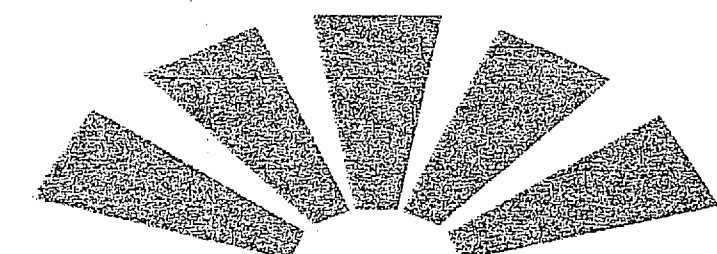
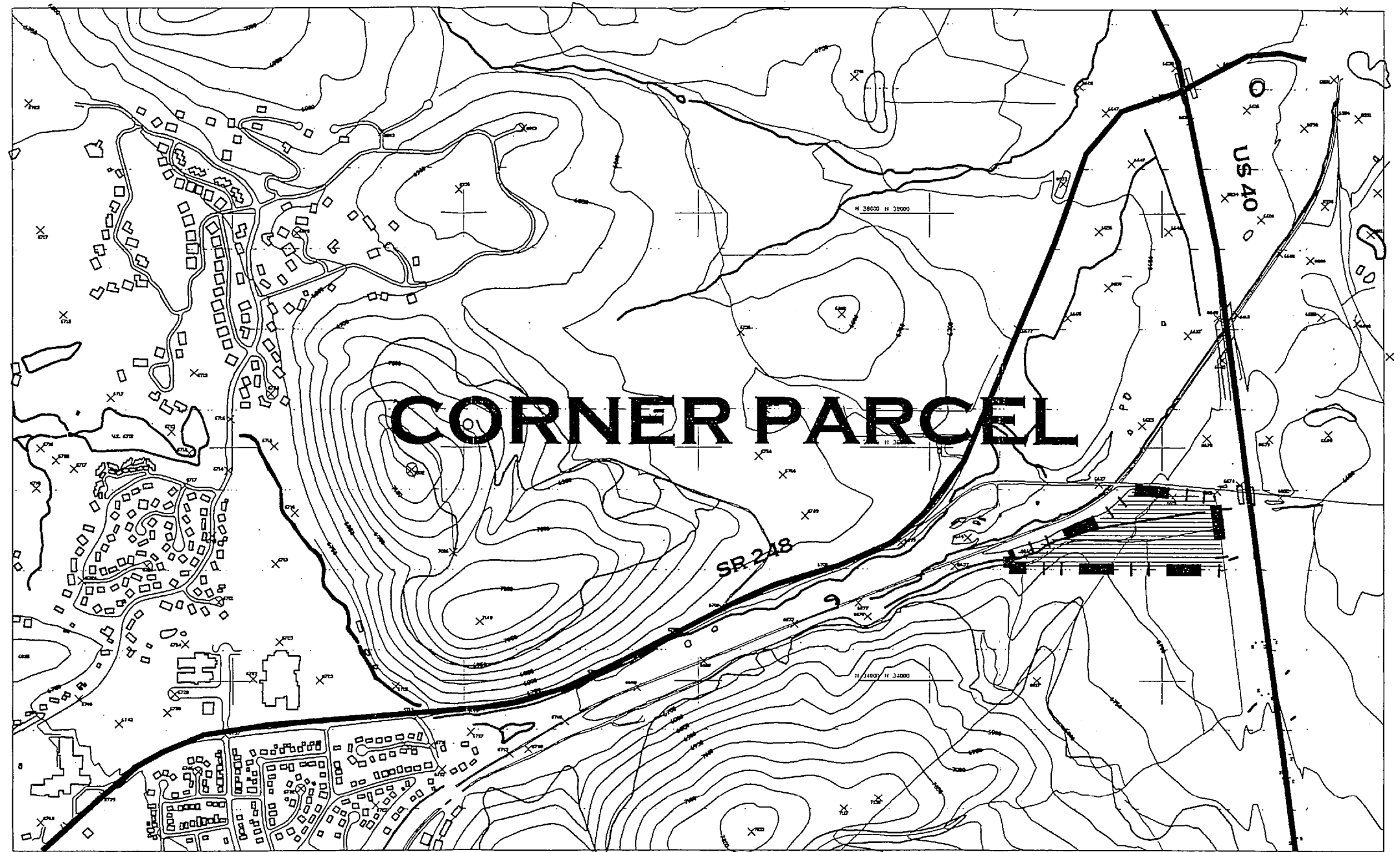
RICHARDSON FLATS PARCEL

SUMMIT COUNTY, UTAH
SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1400
PARK CITY, UTAH 84060
(801) 546-8011

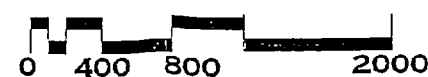
LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1788
PARK CITY, UTAH 84060
(801) 546-7744

EXHIBIT D



CORNER PARCEL

APRIL 1999

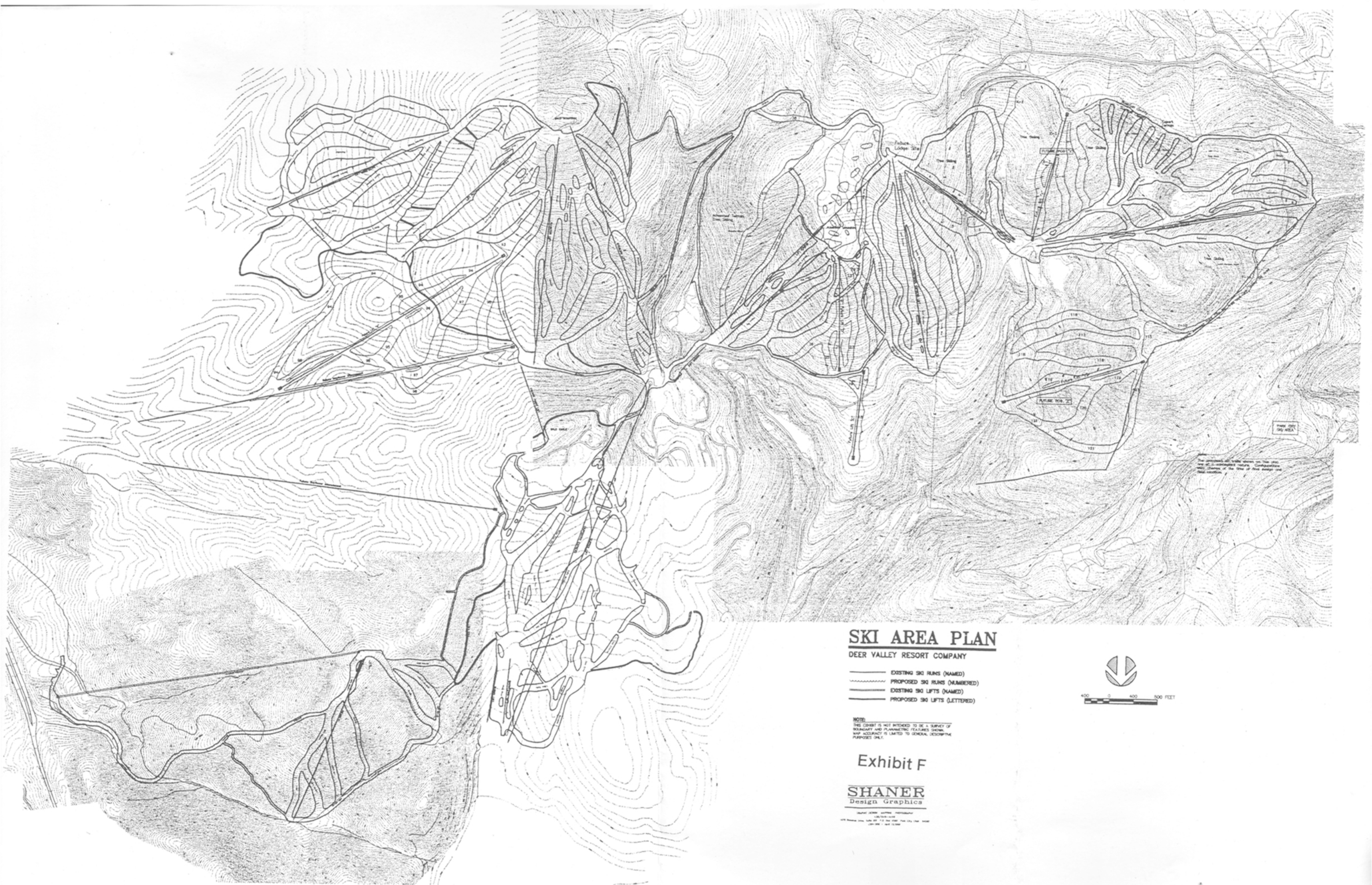


SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1450
PARK CITY, UTAH 84060
(801) 549-9011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84060
(801) 642-7744

EXHIBIT E



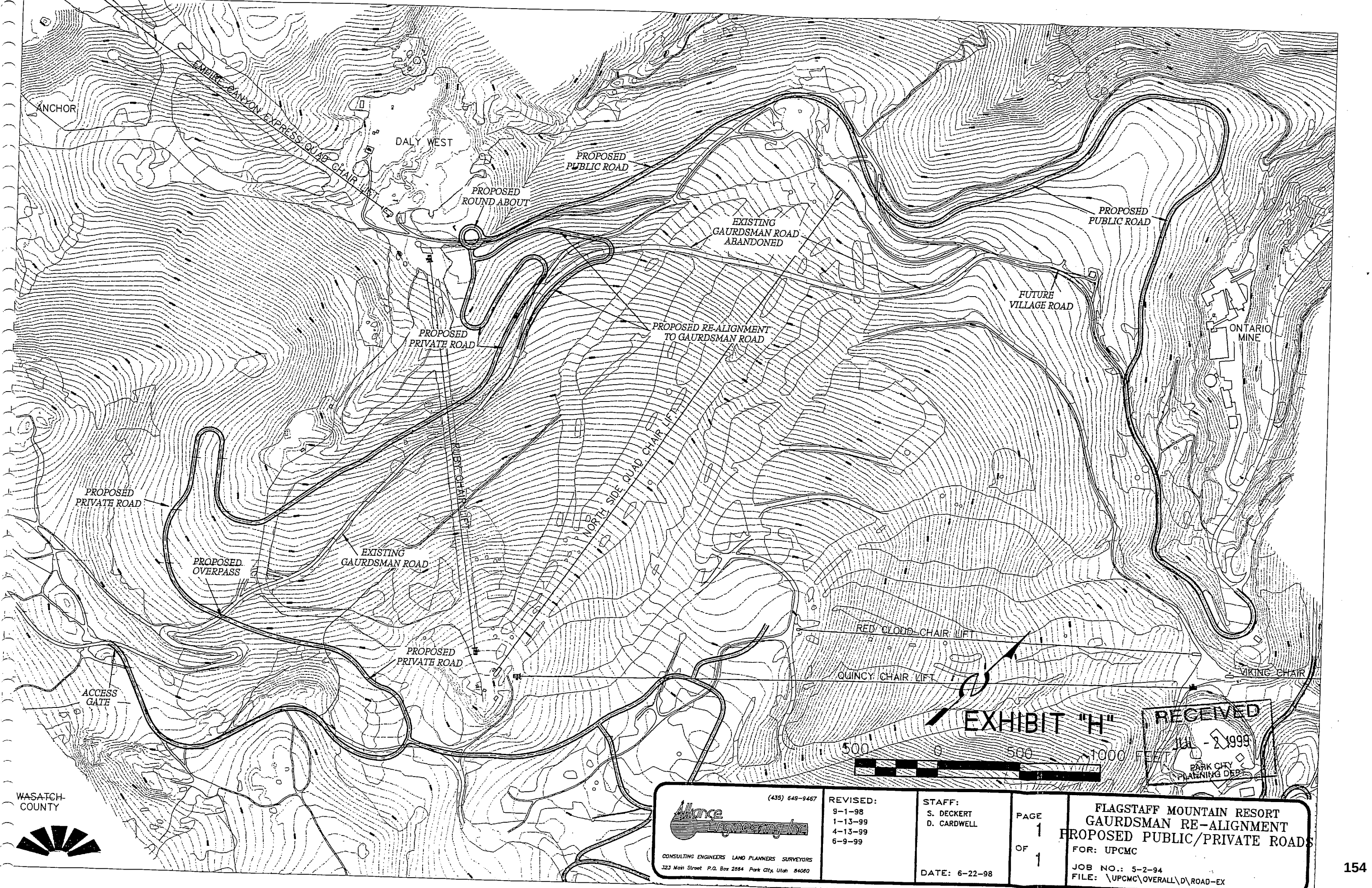
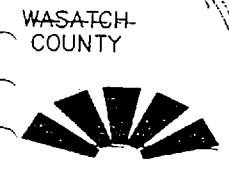


EXHIBIT "H"

RECEIVED
JUL - 2 1999
PARK CITY
PLANNING DEPT



(435) 649-9457 Alliance Engineering Inc CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2884 Park City, Utah 84060	REVISED: 9-1-98 1-13-99 4-13-99 6-9-99	STAFF: S. DECKERT D. CARDWELL DATE: 6-22-98	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT GAURDSMAN RE-ALIGNMENT PROPOSED PUBLIC/PRIVATE ROADS FOR: UPCM JOB NO.: 5-2-94 FILE: \UPCMC\OVERALL\D\ROAD-EX
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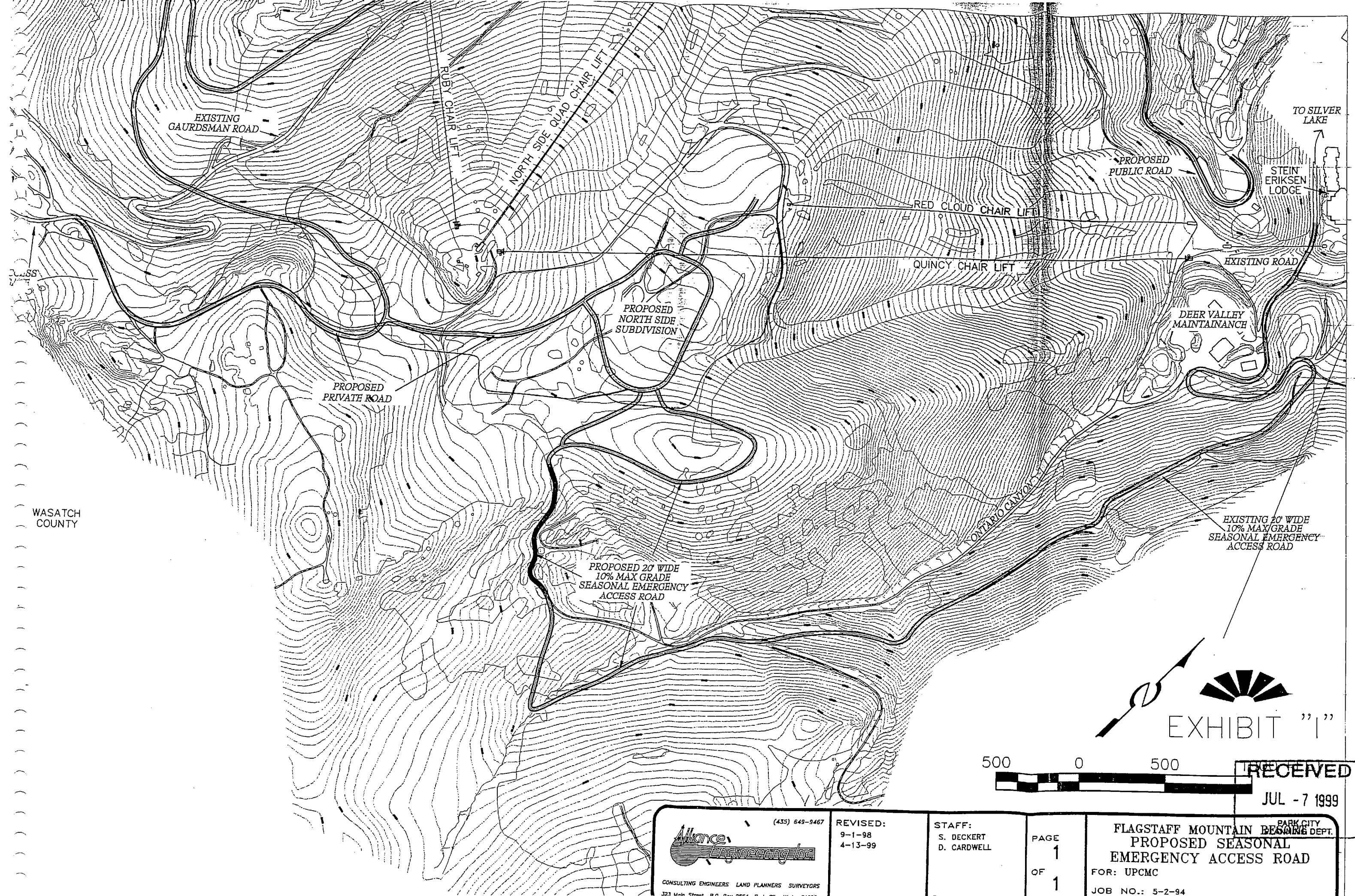
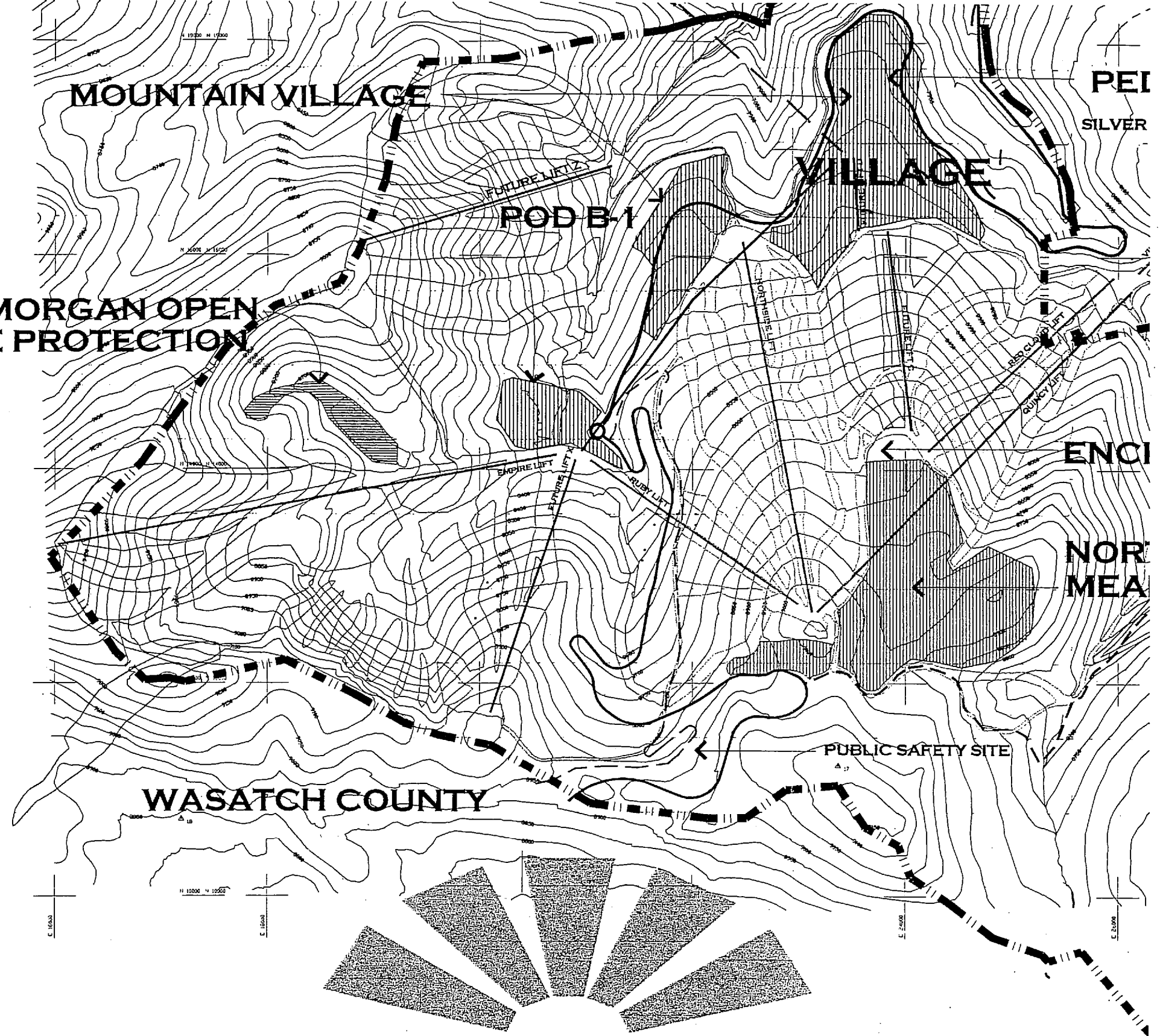


EXHIBIT "I"

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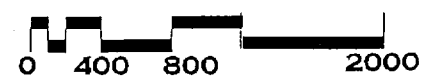
 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street, P.O. Box 999, Park City, UT 84060	REVISED: 9-1-98 4-13-99	STAFF: S. DECKERT D. CARDWELL	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORTS DEPT. PROPOSED SEASONAL EMERGENCY ACCESS ROAD FOR: UPCM JOB NO.: 5-2-94
	(435) 649-9467			

**LADY MORGAN OPEN
SPACE PROTECTION**



FLAGSTAFF MOUNTAIN RESORT

JUNE 1999

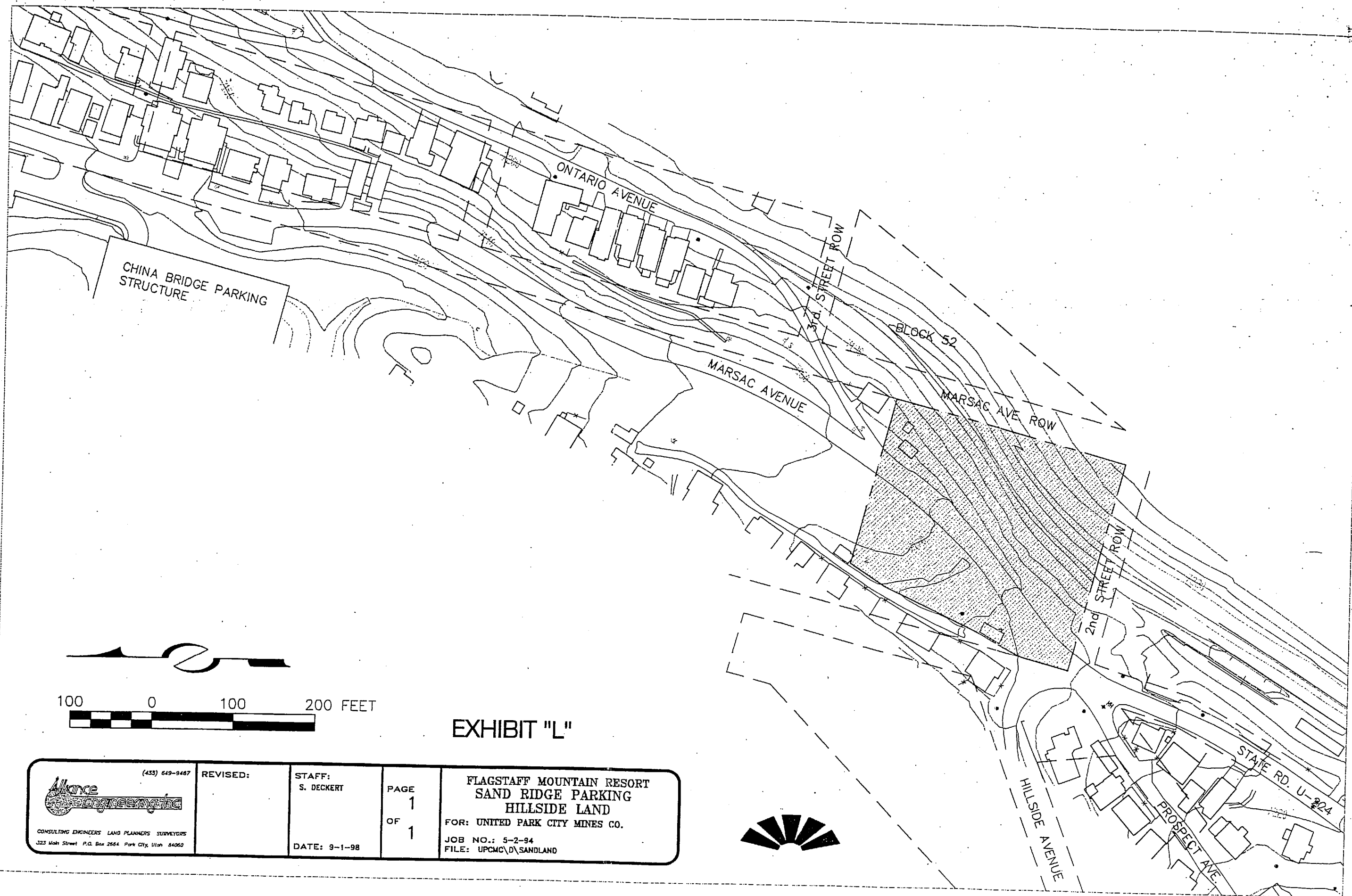


SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1450
PARK CITY, UTAH 84060
(801) 849-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84069
(801) 647-7744

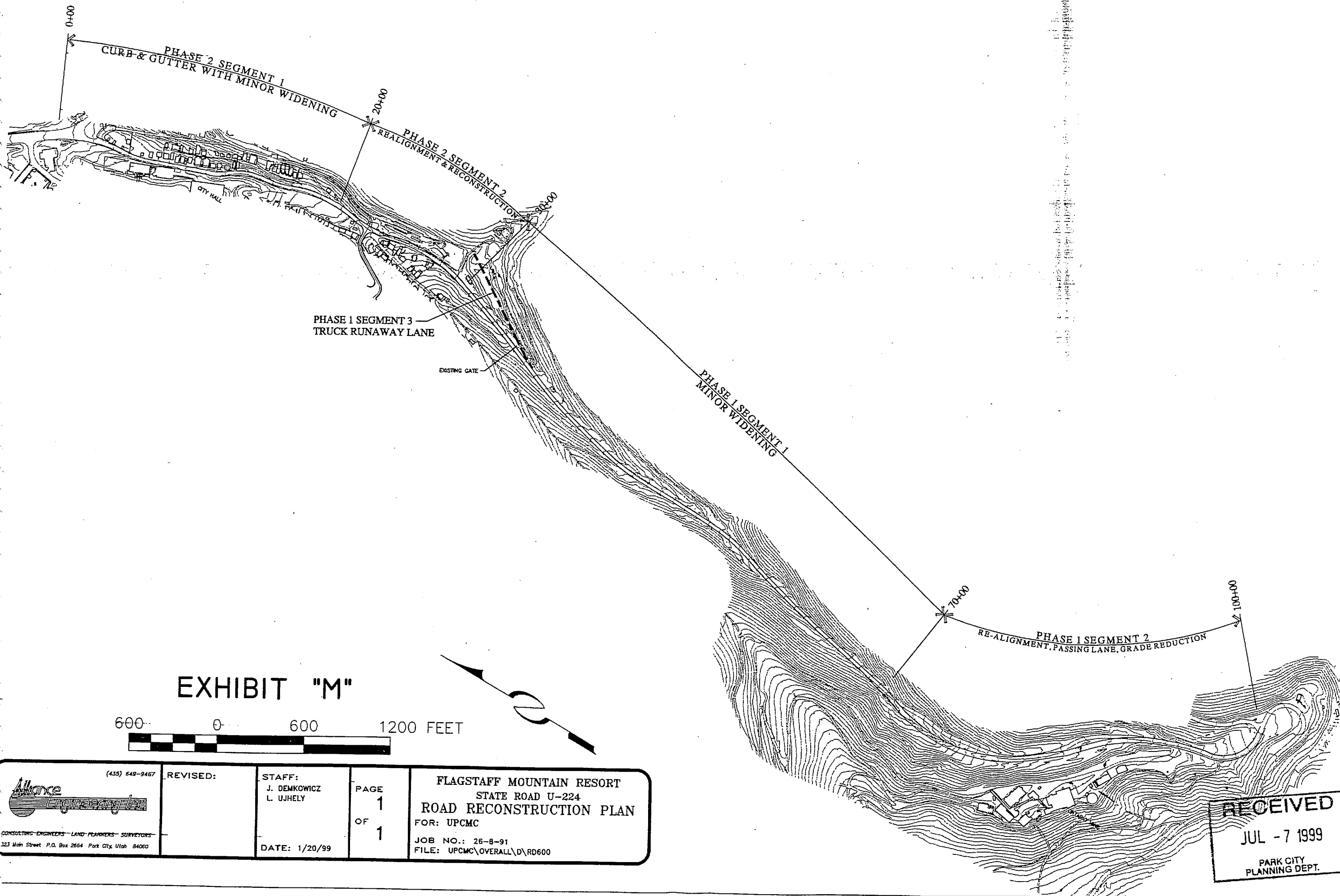
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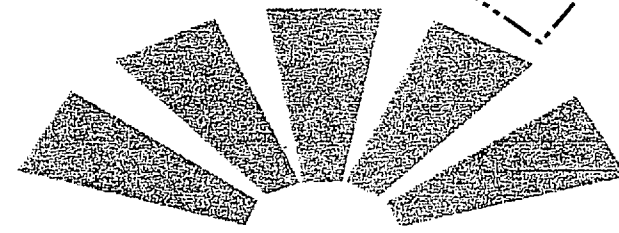
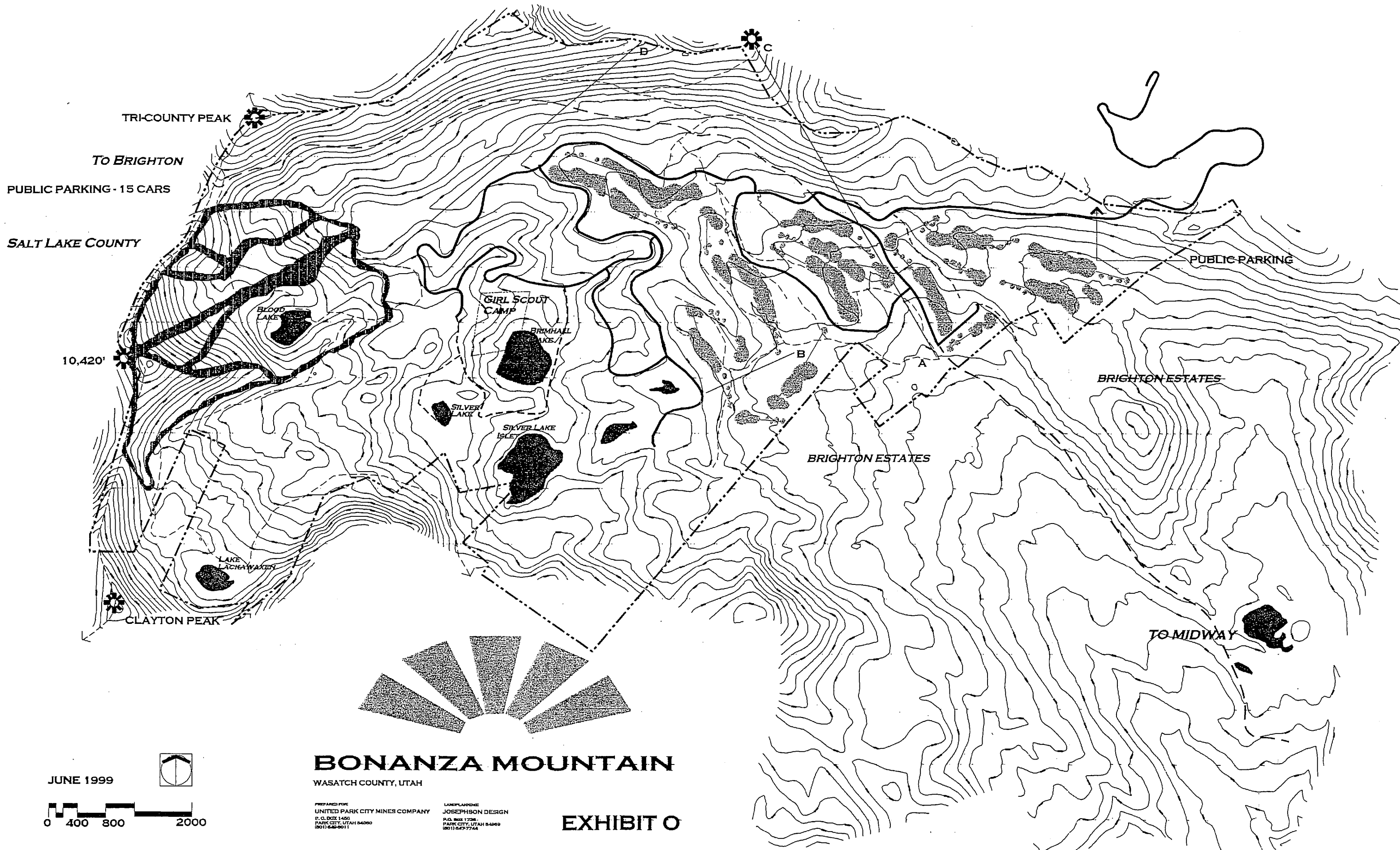


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EXHIBIT "L"

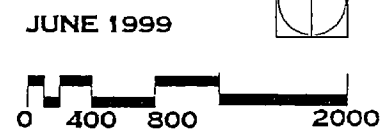
 (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2854 Park City, Utah 84062	REVISED:	STAFF: S. DECKERT DATE: 9-1-98	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT SAND RIDGE PARKING HILLSIDE LAND FOR: UNITED PARK CITY MINES CO. JOB NO.: 5-2-94 FILE: UPMC/D/SANDLAND
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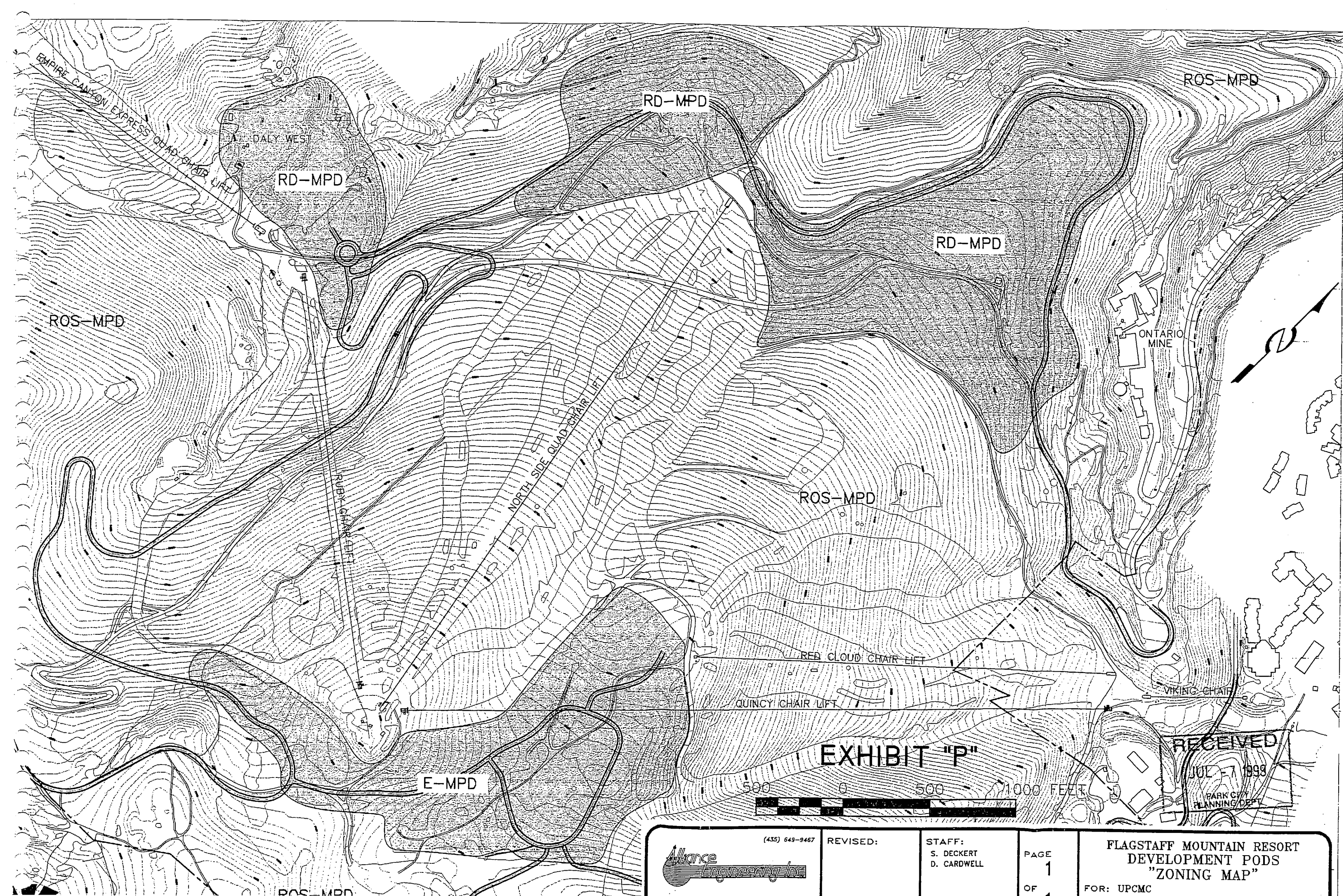
BONANZA MOUNTAIN WASATCH COUNTY, UTAH

EXHIBIT O



PREPARED FOR:
 UNITED PARK CITY MINES COMPANY
 P.O. BOX 1450
 PARK CITY, UTAH 84060
 (801) 640-0011

LANDSCAPE:
 JOSEPHSON DESIGN
 P.O. BOX 1738
 PARK CITY, UTAH 84069
 (801) 647-7744



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 64°44'13" E	136.79
L2	N 67°45'58" E	149.28
L3	N 81°11'10" E	122.88
L4	N 77°19'44" E	85.84
L5	N 77°48'30" E	79.25
L6	N 86°11'16" E	94.42
L7	S 72°54'27" E	85.42
L8	S 71°42'35" E	163.49
L9	N 10°41'54" E	76.70
L10	N 15°21'41" E	116.30
L11	N 56°44'38" E	142.80
L12	N 46°47'25" E	123.00
L13	N 35°09'16" E	88.70
L14	N 32°14'53" E	101.60
L15	N 32°00'03" E	159.20
L16	N 33°26'55" E	136.00
L17	N 38°27'54" E	138.00
L18	N 27°54'51" E	126.00
L19	N 31°30'07" E	96.20
L20	N 40°35'50" E	110.80
L21	N 50°15'25" E	92.50
L22	N 56°00'00" E	94.90
L23	N 50°23'25" E	105.09
L24	N 28°18'45" E	186.56
L25	S 00°15'34" W	115.59
L26	S 06°39'11" E	217.32
L27	S 55°30'59" E	87.30
L28	S 03°30'00" E	63.08
L29	S 31°30'00" W	68.20
L30	S 79°38'18" W	45.49
L31	S 17°09'46" E	88.76
L32	S 29°20'00" W	117.60
L33	S 83°34'00" W	69.10
L34	N 46°45'00" W	87.90
L35	N 77°28'00" W	161.00
L36	S 85°36'00" W	219.10

CURVE TABLE

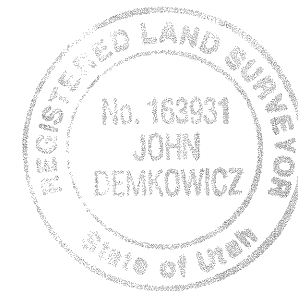
CURVE	ARC	DELTA	RADIUS	CHRD BRG
C1	398.24	15°23'33"	1482.39	S 07°57'20" W
C2	613.57	06°11'23"	5679.58	S 12°33'25" W
C3	388.82	16°06'55"	1382.39	S 01°24'16" W
C4	500.26	48°51'38"	586.62	S 31°03'00" E
C5	364.28	30°23'53"	686.62	S 40°19'03" E
C6	191.78	21°36'53"	508.37	S 14°18'27" E
C7	214.46	55°51'14"	220.00	S 31°25'37" E

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163931, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Patented Government Lots of Record as prescribed within the boundary of the Flagstaff Mountain Resort annexation petition.

John Demkowicz
John Demkowicz
L.S. No. 163931

7/26/99
Date



OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents: That the undersigned corporate agent for United Park City Mines; the owner of the majority of the land described and illustrated on this plat do hereby petition Park City Municipal Corporation, of Summit County, Utah that said lands be Annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Hank Rothwell
Hank Rothwell, President

ACKNOWLEDGEMENT

State of Utah
County of Summit :SS

On this 26th day of July, 1999 Hank Rothwell personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the Corporate Agent for United Park City Mines Company, the owner of the majority of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

Mary L. Peacock
Notary Public



My Commission Expires: 8-28-2002

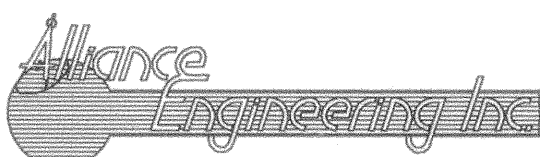
LEGAL DESCRIPTION

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04 39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line : North 44 09'00" East 1236.63 feet; thence North 35 07'44" East 548.54 feet; thence North 37 33'27" East 779.84 feet; thence North 49 33'13" East 616.72 feet; thence North 71 34'40" East 644.26 feet; thence North 30 09'00" East 354.14 feet; thence North 20 48'44" East 698.015 feet; thence North 10 48'36" East 569.75 feet; thence North 23 55'00" East 604.00 feet; thence North 87 35'00" East 778.00 feet; thence North 77 17'18" East 735.40 feet; thence North 82 14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39 17'38" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64 44'13" East 136.79 feet; thence North 67 45'58" East 149.28 feet; thence North 81 11'10" East 122.88 feet; thence North 77 19'44" East 85.84 feet; thence North 77 48'30" East 79.25 feet; thence North 86 11'16" East 94.42 feet; thence South 72 54'27" East 85.42 feet; thence South 71 42'35" East 163.49 feet more or less to a point on the westerly right-of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79 18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right-of-way the following fifteen (15) courses: North 10 41'54" East 76.70 feet; thence North 15 21'41" East 116.20 feet; thence North 56 44'38" East 142.80 feet; thence North 46 47'25" East 123.00 feet; thence North 35 09'16" East 88.70 feet; thence North 32 14'53" East 101.60 feet; thence North 32 00'03" East 159.20 feet; thence North 33 26'55" East 136.00 feet; thence North 38 27'54" East 138.00 feet; thence North 27 54'51" East 126.00 feet; thence North 31 30'07" East 96.20 feet; thence North 40 35'50" East 110.80 feet; thence North 50 15'25" East 92.50 feet; thence North 56 00'00" East 94.90 feet; thence North 50 23'25" East 105.09 feet; thence North 47 29'30" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32 04'00" East 296.25 feet; thence North 29 09'57" East 315.97 feet; thence North 28 18'45" East 186.56 feet, more or less, to the East-West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly boundary line for the corporate limits of Park City, Utah; thence South 89 59'59" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right-of-way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses: South 00 15'34" West 115.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 15 23'33" 398.24 feet more or less; thence South 15 39'07" West 559.69 feet to a point on a 5,679.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 06 11'23", a distance of 613.57 feet; thence South 09 27'44" West 368.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of 16 06'55", a distance of 388.82 feet; thence South 6 39'11" East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of 48 51'38", a distance of 500.26 feet; thence South 55 30'59" East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of 30 23'53", a distance of 364.28 feet; thence South 25 06'53" East 397.14 feet to a point on a 508.37 foot radius curve to the right; thence along the arc of said curve, through a central angle of 21 36'53", a distance of 191.78 feet; thence South 3 30'00" East 63.08 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of 55 51'14", a distance of 214.46 feet; thence South 31 39'00" West 68.20 feet; thence South 79 38'18" West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South 79 59'46" West 300.78 feet more or less along the southeasterly edge of said Mining Reservation; thence South 17 09'45" East 88.76 feet more or less to a point on a piece of property that is the subject of Entry Number 158551 of the Summit County Records; thence along said parcel the following five courses: South 955.96 feet; thence North 69 East 360.00 feet; thence South 29 20' West 117.60 feet; thence North 78 10' East 714.30 feet; thence East 1,106.71 feet more or less to a point on the Wasatch-Summit County line: thence along said Wasatch - Summit County line. The following thirty courses: South 04 15'00" East 1,028.07 feet; thence South 25 30'30" East 2,521.90 feet to County Line Point 51; thence South 29 50'00" West 1,398.30 feet to County Line Point 55; thence South 4 19'00" West 1,320.70 feet to County Line Point 58; thence South 47 05'00" West 369.50 feet to a County Line Point; thence South 83 34'00" West 63.10 feet to County Line Point 59; thence South 47 42'00" West 1,207.40 feet to County Line Point 62A; thence North 39 53'30" West 1,352.50 feet to County Line Point 64; thence North 72 50'00" West 317.30 feet to County Line Point 65; thence North 46 45'00" West 87.90 feet to County Line Point 66; thence North 70 57'00" West 502.00 feet to County Line Point 67; thence North 51 56'00" West 481.90 feet to County Line Point 68; thence North 55 53'00" West 466.80 feet to County Line Point 69; thence North 21 49'00" West 317.40 feet to County Line Point 70; thence North 59 57'00" West 360.50 feet to County Line Point and Triangulation Point; thence North 33 22'30" West 467.10 feet to County Line Point 71; thence South 85 10'30" West 492.30 feet to County Line Point 72; thence South 54 42'30" West 453.20 feet to County Line Point 73; thence South 88 55'30" West 344.00 feet to County Line Point 74; thence North 82 52'30" West 1,132.30 feet to County Line Point 77; thence North 59 43'30" West 1,074.55 feet to County Line Point 2338; thence North 79 07'30" West 494.73 feet to County Line Point 80; thence North 70 28'30" West 339.90 feet to County Line Point 81; thence North 60 14'30" West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North 64 07'00" West 727.60 feet to County Line Point 83; thence South 77 44'00" West 966.80 feet to County Line Point 85; thence North 77 28'00" West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point Q; thence South 85 36'00" West 219.10 feet to County Line Point 86; thence North 46 44'00" West 384.70 feet to County Line Point 87; thence North 34 37'00" West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.

FLAGSTAFF MOUNTAIN RESORT

ANNEXATION PLAT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 20, THE SOUTH 1/2 OF SECTION 21, THE WEST 1/2 OF SECTION 27, SECTION 28, SECTION 29, THE NORTHEAST 1/4 OF SECTION 32, THE NORTH 1/2 OF SECTION 33, AND THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 2 SOUTH, RNGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH



JOB No. 17-4-96 Y:\UPCMC\FLAGSTAFF\OVERALL\FLGANEX.DWG

ALLIANCE ENGINEERING INC.

P.O. BOX 2664
323 MAIN STREET
PARK CITY, UTAH 84060
(435) 649-9467

ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 26th DAY OF JULY, 1999 A.D.
BY *Eric W. Johnson* PE
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 26th DAY OF JULY, 1999 A.D.
BY *Michael R. Papp*
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 24 DAY OF JUNE, 1999 A.D.
BY *James M. Smith*
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 24 DAY OF JUNE, 1999 A.D.
BY *High A. Smith*
MAYOR PRO TEM

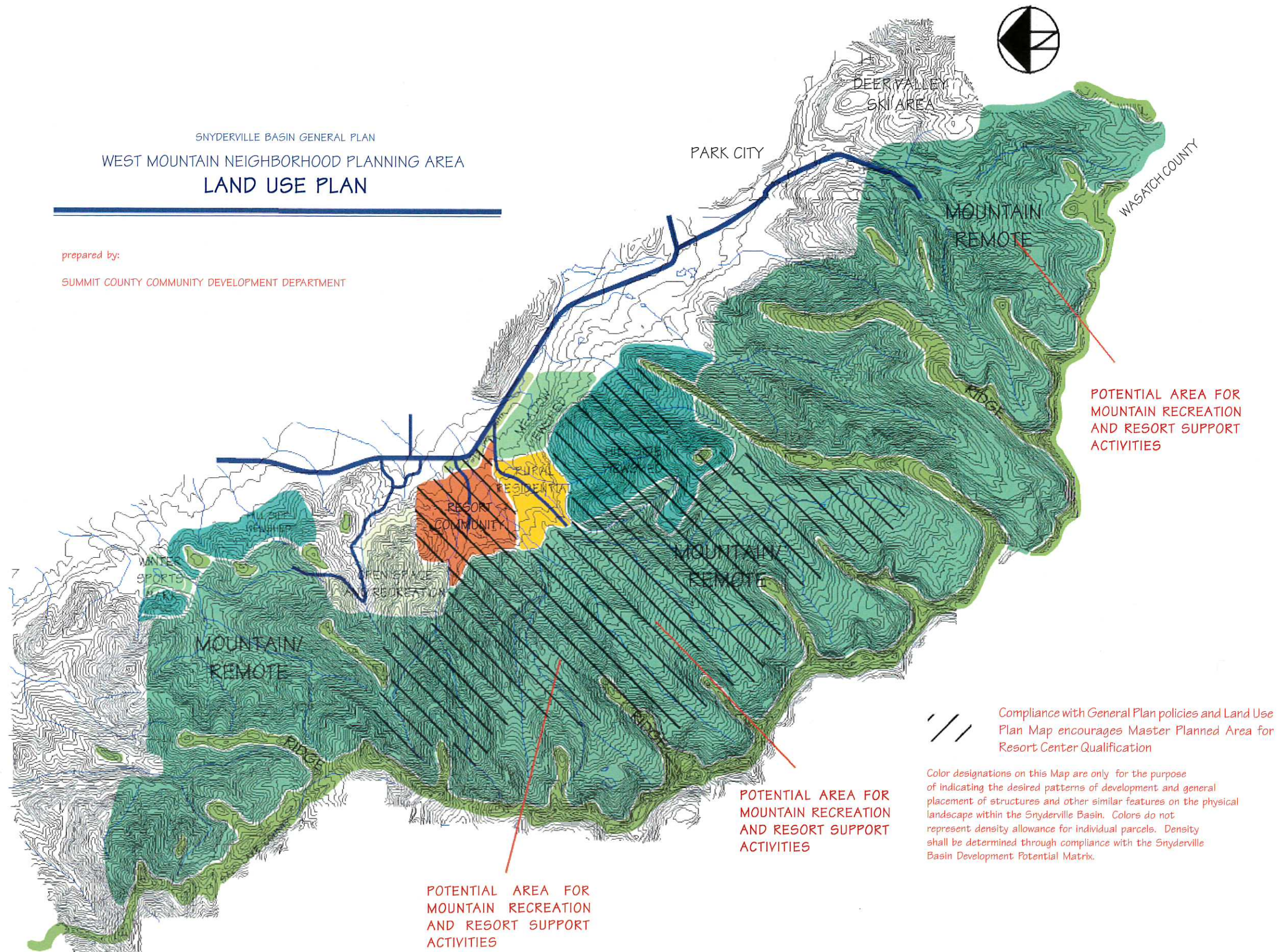
545098

RECORDED

STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF Park City Municipal Corp DATE 7-28-99 TIME 11:04 AM BOOK - PAGE -
FEE N/C RECORDER *Doreen M. Dunn* Deputy

SNYDERVILLE BASIN GENERAL PLAN
 WEST MOUNTAIN NEIGHBORHOOD PLANNING AREA
 LAND USE PLAN

prepared by:
 SUMMIT COUNTY COMMUNITY DEVELOPMENT DEPARTMENT



2.3.F(1) SNYDERVILLE BASIN DEVELOPMENT POTENTIAL MATRIX
Minor Development

Planning Area	Base Density		Land Use Planning Principles			Maximum Possible Density ⁵
	Mountain/ Remote Areas ¹	All Other Land Use Designations ¹	Dedication and Preservation of Viewshed/Environment Features of the Area ²	Mandatory with Desired Neighborhood Character ³	Community and Neighborhood Recreation Facilities ⁴	
East Basin		1 Unit/ 40 Acres	Desirable	Desirable	N/A	1 Unit/40 Acres
		1 Unit/ 20 Acres	Mandatory	Mandatory	Mandatory	up to 1 Unit/ 5 Acres
	1 Unit/ 40 Acres 1 Unit/ 20 Acres		Desirable Mandatory	Desirable Mandatory	N/A Mandatory	1 Unit/40 Acres 1 Unit/20 Acres
West Mountain		1 Unit/ 40 Acres	Desirable	Desirable	N/A	1 Unit/40 Acres
		1 Unit/ 20 Acres	Mandatory	Mandatory	Mandatory	up to 1 Unit/ 5 Acres
	1 Unit/ 40 Acres 1 Unit/ 20 Acres		Desirable Mandatory	Desirable Mandatory	N/A Mandatory	1 Unit/40 Acres 1 Unit/20 Acres
North Mountain		1 Unit/ 40 Acres	Desirable	Desirable	N/A	1 Unit/40 Acres
		1 Unit/ 20 Acres	Mandatory	Mandatory	Mandatory	up to 1 Unit/ 5 Acres
	1 Unit/ 40 Acres 1 Unit/ 20 Acres		Desirable Mandatory	Desirable Mandatory	N/A Mandatory	1 Unit/40 Acres 1 Unit/20 Acres
Old Ranch Road		1 Unit/ 40 Acres	Desirable	Desirable	N/A	1 Unit/40 Acres
		1 Unit/ 20 Acres	Mandatory	Mandatory	Mandatory	up to 1 Unit/ 5 Acres
Kimball's Junction		1 Unit/ 40 Acres	Desirable	Desirable	N/A	1 Unit/40 Acres
		1 Unit/ 20 Acres	Mandatory	Mandatory	Mandatory	up to 1 Unit/ 5 Acres
The Summit		1 Unit/ 40 Acres	Desirable	Desirable	N/A	1 Unit/40 Acres
		1 Unit/ 20 Acres	Mandatory	Mandatory	Mandatory	up to 1 Unit/ 5 Acres
	1 Unit/ 40 Acres 1 Unit/ 20 Acres		Desirable Mandatory	Desirable Mandatory	N/A Mandatory	1 Unit/40 Acres 1 Unit/20 Acres
Sun Peak/Silver Springs		1 Unit/ 40 Acres	Desirable	Desirable	N/A	1 Unit/40 Acres
		1 Unit/ 20 Acres	Mandatory	Mandatory	Mandatory	up to 1 Unit/ 5 Acres
Rasmussen/ Bitner		1 Unit/ 40 Acres	Desirable	Desirable	N/A	1 Unit/40 Acres
		1 Unit/ 20 Acres	Mandatory	Mandatory	Mandatory	up to 1 Unit/ 5 Acres

¹Base densities shall be not exceed those indicated and must be consistent with Policy 1.3 of the General Plan. Development projects that comply with "base density" limits require compliance only with sound project planning principles and fundamental objectives of the Snyderville Basin General Plan, as indicated in this matrix. All development must be placed in the least environmentally and visually sensitive areas within the parcel. Development on slopes of thirty (30) percent or greater, in jurisdictional wetlands, and within 100 year flood plains, is not allowed except where "specifically" permitted in the Development Code and when consistent with the General Plan. Reference shall be made to the applicable Neighborhood Land Use Plan Map, the Visual Sensitivity Guidelines of the Snyderville Basin General Plan, and field observation for assessing the visual impacts of the project. Driveways and roads also shall be placed in the least sensitive parts of the site. All development must be compatible with appropriate and applicable resort, rural, and mountain design principles.

²Preservation of viewsheds shall include, when possible, the retention of all or major portions of all meadow and hillside viewsheds, all ridge lines, and significant environmental features such as, but not limited to minimizing the removal of vegetation from the site and the amount of over-lot grading required to fit the project into the natural landscape; all waterways and non-jurisdictional wetlands, wildlife habitat, wildfire hazard areas, historic and cultural artifacts, and geologic features. These important features of the pre-development landscape shall be as identified on the applicable land use plan map or by field inspection at the time of a development application.

³Development shall be compatible with the desired neighborhood development patterns and policies identified in the Snyderville Basin General Plan and both the applicable Neighborhood Planning Area Plan and Land Use Plan Map. Minor development that exceeds base densities shall ensure economy of service delivery not only for the Summit County and special service districts, but also to residents of the development. At least sixty (60) percent of the total parcel that will exceed base density shall be maintained as open space in a manner that is consistent with the goals and objectives of the Snyderville Basin Development Code. In certain instances, at the option of Summit County and when requested in writing by the developer, development may make a cash-in-lieu of open space contribution to the Summit County for the purposes of acquiring open space and open use recreation facilities at another location.

⁴Development shall provide appropriate neighborhood recreation and trail facilities, in terms of location, type, and variety, that meet the specific neighborhood resident demands that will be generated by the development project. The areas designated for such uses shall not simply be left over spaces within a development. They shall be appropriate in terms of size and quality for the intended use. The specific recreation and trail facilities provided shall be adequate to satisfy the neighborhood demand. While consideration shall be given to standards established in the Code, the unique characteristics of the neighborhood shall be taken into consideration in determining specific requirements. The long-term care of these facilities shall be the responsibility of the developer or subsequent residents of the project. In certain instances, development with minimal units, at the option of Summit County and when requested in writing by the developer, may make a cash-in-lieu of facility contribution to the Snyderville Basin Special Recreation District to fulfill required neighborhood requirements. Written agreement approving the contribution and use of the funds shall require the consent of the Snyderville Basin Special Recreation District. Community contributions shall include the provision/dedication of sufficient land to accommodate public trail links/connections identified on the Recreation and Trails Master Plan. A development's contribution may occur on or off-site, so long as the contribution is consistent with the intent of and serves the purpose identified in the Master Plan.

⁵The density potential in a project that exceeds the base density may be up to but shall not to exceed the possible density indicated. The density and use shall be consistent and compatible with applicable Neighborhood Planning Area Plans. The potential density represents the "maximum" density possible given adherence to the basic Snyderville Basin General Plan development objectives. The "actual" density approved in the project may be less than the maximum indicated depending on the proximity to services and the extent to which the specific project promotes all of the basic planning objectives identified on this Snyderville Basin Development Potential Matrix.

ORDINANCE NO. 04-56

AN ORDINANCE APPROVING THE RED CLOUD SUBDIVISION PLAT, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Red Cloud subdivision plat have petitioned the City Council for approval of the Red Cloud subdivision plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on October 27, 2004, to receive input on the Red Cloud subdivision plat;

WHEREAS, the Planning Commission, on October 27, 2004, forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 11, 2004 the City Council approved the Red Cloud subdivision plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Red Cloud subdivision plat

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

SECTION 1. APPROVAL. The Red Cloud subdivision plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Red Cloud Subdivision Plat is located in the Estate-MPD and Recreational Open Space-MPD Districts.
2. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities.
3. The Flagstaff Mountain Annexation is approximately 1,655 acres. Mixed-used development is limited to approximately 147 acres in four (4) development areas identified as Pods A, B-1, B-2, and D. The remainder of the annexation area is to be retained as passive and/or recreational open space.

4. The MPD and subdivision are subject to the 14 Technical Reports approved on December 12, 2002.
5. The Planning Commission approved the Red Cloud MPD on August 11, 2004, for thirty (30) single-family homes.
6. On September 9, 2004, the City Council upheld the Planning Commission's approval of the MPD after hearing an appeal by Stichting Mayflower Fonds, et al.
7. The City Council amended the Development Agreement and Zoning Map on September 23, 2004.
8. Both a Conservation Easement and Public Ski Easement are proposed within platted lots for the Enchanted Forest. Conservation easements are proposed elsewhere in Empire Pass in accordance with the Development Agreement.
9. Utility lines and ski trails will be routed in existing clearings and common utility corridors to the greatest extent practical upon the City Engineer's approval.
10. The Emergency Response Plan has been reviewed by the Chief Fire Marshall and the Planning Commission in order to allow fire access and safety at the end of the over length cul de sac. A secondary emergency access road is required with an all-weather 20-foot wide surface.
11. The maximum Building Height in the Estate District is 28 feet (33 feet with a pitched roof).
12. The applicant's prior dedication of the realigned SR 224 is subject to a claim resulting from ownership of the Marsac Claim. The applicant and UDOT have committed to maintaining public access and taking necessary corrective action. Accordingly, the applicant is proceeding at their own risk.

Conclusions of Law

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

Conditions of Approval

1. City Engineer approval of a utility and infrastructure plan is a condition precedent to the plat recordation.
2. Both utility lines and ski trails shall be routed in existing clearings and common utility corridors to the greatest extent practical upon the City Engineer's approval. Utility lines and cleared ski trails shall not encroach in the Enchanted Forest as defined on the plat.
3. The proposed over-length cul de sac that ends in the thirty single family lots will have a secondary emergency access from the Red Cloud road. This emergency access shall not go through the Enchanted Forest. The emergency access will continue as a minimum 20-foot wide all-weather surface road. This emergency

access road must be installed prior to building permit issuance for any of the single-family homes.

4. A Construction Mitigation Plan, including truck routing, is a submittal requirement for each Building Permit and for the Red Cloud Subdivision infrastructure.
5. The final subdivision plat will include plat notes as follows:

General

1. Development Approval. These criteria are in addition to the conditions imposed on the project by the projects CC&Rs, Design Guidelines and other conditions imposed by the Empire Pass Design Review Board (AKA the Design Review Committee in the Design Guidelines, exhibit 2 of the 1999 LSMPD for the Project). All references to defined terms in the Land Management Code (LMC) are references to the LMC in effect at the time of this plat approval. All references to defined terms in the Design Guidelines (DGs) and Emergency Response Plan (ERP) are references to exhibits to the projects 1999 Large Scale Master Plan (LSMPD) and are subject to any future revision of those documents. All Development (LMC) is subject to the approval of both the City and the Design Review Board. Approval of any Development within this subdivision plat by the City requires prior written approval by the Design Review Board.
2. Building Height and Setbacks. All current LMC zone restrictions on building height and setbacks apply. Building setbacks are minimum Estate Zone Setbacks, 30 feet from property lines unless noted otherwise, or as restricted by ski or utility easements as shown hereon. No Additional Building Height over the zone building height limits will be granted.
3. Defensible Space Plan. Prior to vertical construction of residential units a Defensible Space plan, consistent with the project Emergency Response Plan (Exhibit 7 of the LSMPD), shall be approved by the City and implemented by the developer.
4. Water Efficient Irrigation and Limited Turf. Each platted lot, when developed, must incorporate a water efficient irrigation system (to the extent an irrigation system is used), and must limit the area of turf, consistent with the Design Guidelines.

Building Approval Process

1. General Applicability of Design Review Guidelines. All Development is subject to applicable requirements of the Design Review Guidelines, as such may be amended or superseded from time to time.
2. Approximate Building Location. Approximate Building Locations within each lot are shown on the plat are subject to adjustment on an individual lot basis with the

approval of the Design Review Board. Such approvals must be obtained prior to the issuance of a building permit. Site-specific plans must be developed within these locations and submitted to the Design Review Board, whose approval must be received before the issuance of a building permit. Any such Design Review Board approval is subject to review and approval by the Planning Department in accordance with the provisions of the LMC and applicable Design Guidelines. Approximate Building Locations have been sited on Developable Land (LMC), and avoid Ridge Line Areas (LMC). Therefore, any adjustment of the Approximate Building Location must avoid Very Steep Slopes (LMC) and Ridge Line Areas.

3. **Building Footprint and Site Disturbance.** In order to encourage lower building forms, the maximum building footprint is allowed up to the total area shown within the Approximate Building Location (Design Guidelines) as shown on the plat. Second story square footage cannot be more than 2/3rds of the first floor. Total Limits of Disturbance cannot extend more than 20' beyond the outside walls of the building. Driveways, utility corridors, paths, drainage features, ski trails and their associated retaining structures are exceptions to this restriction. Limits of Disturbance (LMC) plans shall be submitted to the City Planning Department for review and approval by individual homeowners. These plans must demonstrate compliance with the goal of maximum retention of Significant Vegetation (LMC) and minimization of overall site disturbance.
4. **Defensible Space.** Vegetation outside of the Limits of Disturbance will be managed in accordance with the Defensible Space Plan consistent with the Urban Wildland Fire Interface Code and will focus on fire hazard reduction as well as good forest health and may not be improved for additional yard area. Removal of vegetation beyond the Limits of Disturbance will be done only by hand held equipment. All vegetation removal and management must be approved by both the Planning and Building Departments whose requirements may include that a licensed professional prepare the plan.
5. **Irrigated Area.** Each individual lot must submit landscape plans consistent with the project's Design Guidelines and a Defensible Space Plan (Emergency Response Plan). The maximum irrigated area within the landscaped area that will be considered for any lot is 5,000 sq ft. This does not limit the City's ability to require additional intermittent irrigation of existing vegetation in the Defensible Space zone adjacent to the landscaped area.
6. **Design Review Board Approval.** The Design Review Board's review shall consist of, but not be limited to, insuring the maximum preservation of existing vegetation, minimizing grading impacts, providing for solar access and views, and minimizing impacts on adjacent lots.

7. Landscaping Plans. Landscaping plans are subject to the review and approval of the Design Review Board and the Planning Department in accordance with the project Design Guidelines.

House Size

1. Gross Floor Area. The maximum Gross Floor Area (LMC) of a house is 10,000 sq ft. Gross Floor Area includes all enclosed areas designed for human occupation. Unenclosed porches, balconies, patios and decks, vent shafts, courts are not calculated in Gross Floor Area. Garages, up to a maximum area of 600 square feet, are not considered Gross Floor Area. Basement Area (LMC) below Final Grade (LMC) is not considered Gross Floor Area. The square footage of all Accessory Structures (LMC) is deducted from the house Gross Floor Area. Garage square footage in excess of 600 square feet is deducted from the house Gross Floor Area.
2. Lot Combinations. Lot combinations are subject to Design Review Board approval. Adjoining lots can be combined, and the maximum house size increased based on the process allowed in the LMC for the underlying zone. If lots are combined the Design Review Board will designate a new Approximate Building Location.

Limits of Disturbance and Vegetation Protection

1. Limits of Disturbance. As required by the LMC and the Design Guidelines, limits of disturbance plans must be reviewed and approved by both the City Planning Department and the Design Review Board.
2. Ski Run Vegetative Buffer. The vegetative buffer between the buildings and the existing ski runs are defined by the Approximate Building Location as designated on this plat. Existing Significant Vegetation (as defined by the LMC) within the buffer to the ski runs must be maintained. Vegetation management within the buffer and/or beyond the approved limits of disturbance on approved building plans will be maintained in accordance with good forest health practices and fire hazard reduction, but all such maintenance shall be approved by the Design Review Board, and the Park City Planning and Building Departments.

Easements and Lot Line Adjustments

1. Easements. The numbers, locations, and widths of private ski trail easements and the Deer Valley ski trail and bridge easements as shown on the plat are approximate the location of which will be fixed by a subsequent grant of easement prior to construction on a lot.

2. Lot Line Adjustments. Individual lot lines are subject to adjustment as approved by the Design Review Board and in accordance with the Park City Land Management code.

Other Specific Conditions, Restrictions and Benefits Affecting the Plat

1. Restrictive Covenants. The property and lots depicted on this plat are subject to the Master Declaration of Covenants, Conditions and Restrictions for Flagstaff, a Planned Community, recorded on June 28, 2004, as entry No.623450 in Book No.1457, Pages 747 to 832, in the office of the Summit County Recorder, as the same may be supplemented, modified or amended from time to time.
2. Master Declaration. The property and lots depicted on this plat are subject to the Declaration of Covenants, Conditions and Restrictions for Red Cloud Subdivision, Park City, Utah, recorded on _____, 2004, as entry No. _____ in Book No. _____, Pages ____ to ____, in the office of the Summit County Recorder, as the same may be supplemented, modified or amended from time to time.
3. Emergency Secondary Access. The property depicted on the Plat has secondary emergency access for controlled evacuation and for access by fire and safety personnel and equipment by virtue of an grant of easement recorded _____, 2004, in Book No. _____, Pages _____, in the office of the Summit County Recorder.
4. Enchanted Forrest. The area on the plat identified as the Enchanted Forrest and the lots that incorporate such area are affected by a ski easement for public skiing and a conservation easement. No Development activity, including fencing, is permitted within the Enchanted Forrest.
5. Access Parcel. A Future Access Parcel between lots 28 and 29 has been reserved and will be held by the developer for potential future access to adjoining lands, if developed.
6. Land Area Limitation. The gross land area of this plat, as depicted, shall not exceed 49.737 acres.
7. Shared Driveway. Developer will grant, for the benefit of the owners of lots 8 and 9, a perpetual, non-exclusive shared driveway easement in the location shown on the plat, and will require that said owners share the maintenance and other expenses associated with such shared driveway.
6. The final subdivision plat will include ski and conservation easements over the Enchanted Forest. Public ski access only will be allowed. No construction activity, including fencing, is permitted within the Enchanted Forest as defined on the final plat.

7. All subsequent applications and approvals are subject to the Technical Reports as approved or amended.
8. The plat will also include the following note: "Vertical construction in Red Cloud, (except building permits for Temporary Improvements, including sales and construction trailers) is allowed only in accordance with the Planning Commission approved Construction and Development Phasing plan, or as amended by subsequent action, as follows:
 - Approval of the Mountain Village Master Planned Development (MPD) application (including, but not limited to, the Alpine Club Phase 1, pulse gondola, transit hub, village ski runs, and related landscaping) and all related conditional use permits;
 - Approval of the Pod D MPD and subdivision plat;
 - The Alpine Club Phase 1 resort amenity package shall be substantially complete and bonded for completion, including, at a minimum, a restaurant, bar, convenience store, landscaping, ski runs/pedestrian connections, and concierge's services operated by a management company. Phase 1 of the Alpine Club will consist of a minimum of 10,000 square feet of building area;
 - The first phase of Alpine Club multi-family units as approved in the Mountain Village MPD shall be substantially complete, and bonded for completion;
 - A building permit shall be issued for the Mountain Village transit hub and the hub shall be bonded for completion;
 - A building permit shall be issued for the pulse gondola and the gondola shall be bonded for completion; and
 - A building permit shall be issued for construction of at least one multi-family building within the Mountain Village (as approved in the Mountain Village MPD) in addition to the Alpine Club multi-family units.
9. A financial security to guarantee the installation of public improvements is required prior to plat recordation in a form approved by the City Attorney and in an amount approved by the City Engineer.
10. If at any time, public access or the State's acceptance of dedication of SR 224 is invalidated or withdrawn, such that public access is materially interrupted, all future development activity shall be subject to immediate stop work order and any pending and future Certificate of Occupancy and Building Permit shall be suspended until (i) a Certificate of Immediate Occupancy is obtained for public access, or (ii) alternative access acceptable to the City is provided, or (iii) the City receives public access assurances satisfactory to the City from UDOT or others. This condition shall be noted on the plat, and shall be of no force or effect and may be removed from the plat at any point in time when the applicant, on its own initiative, provides (i) alternative access solutions satisfactory to the City, or (ii) assurances from UDOT satisfactory to the City that SR 224 will remain in its existing location.

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

PASSED AND ADOPTED this 11th day of November, 2004.

PARK CITY MUNICIPAL CORPORATION

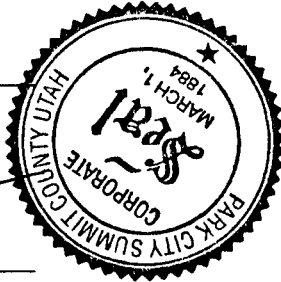
Dana Williams
Mayor Dana Williams

Attest:

Janet M. Scott
Janet M. Scott, City Recorder

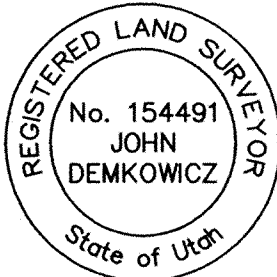
Approved as to form:

Mark D. Harrington
Mark D. Harrington, City Attorney



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 under the laws of the State of Utah. I further certify that by the authority of the owners I have made a survey of the tract of land shown on this plat and described herein and subdivided said tract of land into lots, private rights-of-way, and easements to be hereafter known as RED CLOUD SUBDIVISION and that the same has been correctly surveyed on the ground as shown on this plat.



1-20-05
DATE

John Demkowicz
JOHN DEMKOWICZ

BOUNDARY DESCRIPTION

A parcel of land located in the south half of Section 28 and the north half of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at corner No. 3 of the UNCLE CHARLES Mining Claim, Lot 448 in the Uintah Mining District and located South 88°24'56" West 6.71 feet along Section Line and South 12.40 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the northerly and line of the UNCLE CHARLES mining claim North 42°53'29" West 200.06 feet; thence along the westerly side line of the UNCLE CHARLES mining claim South 47°05'06" West 151.61 feet; thence North 42°54'54" West 60.00 feet; thence South 47°05'06" West 235.59 feet to a point on a curve to the right having a radius of 190.00 feet, of which the radius point bears North 42°54'54" West; thence along the arc of said curve 163.35 feet through a central angle of 49°15'33" to a point of reverse curve to the left having a radius of 140.00 feet, of which the radius point bears South 06°20'39" West; thence westerly along the arc of said curve 140.18 feet through a central angle of 57°22'03"; thence South 38°58'36" West 145.23 feet to a point on a curve to the right having a radius of 465.00 feet, of which the radius point bears North 51°01'24" West; thence along the arc of said curve 277.03 feet through a central angle of 34°08'06"; thence South 73°06'42" West 161.91 feet to a point on a curve to the left having a radius of 175.00 feet, of which the radius point bears South 16°53'18" East; thence along the arc of said curve 173.22 feet through a central angle of 56°42'44"; thence South 16°23'58" West 201.56 feet; thence South 37°34'45" East 421.42 feet to a point on the Summit-Wasatch County line; thence along the Summit-Wasatch County line the following three (3) courses: 1) South 54°41'12" West 119.26 feet; thence 2) South 88°54'12" West 344.13 feet; thence 3) North 82°53'47" West 231.41 feet to a point on a curve to the right having a radius of 1275.00 feet, of which the radius point bears North 07°06'13" East; thence along the arc of said curve 147.29 feet through a central angle of 06°37'08"; thence North 13°43'21" East 50.00 feet to a point on a non tangent curve to the right having a radius of 50.00 feet, of which the radius point bears North 13°43'21" East; thence northerly along the arc of said curve 107.22 feet through a central angle of 122°51'58"; thence North 46°35'19" East 192.32 feet to a point on a curve to the left having a radius of 625.00 feet, of which the radius point bears North 43°24'41" West; thence along the arc of said curve 394.15 feet through a central angle of 36°08'00"; thence North 10°27'20" East 165.38 feet to a point on a curve to the right having a radius of 215.00 feet, of which the radius point bears South 79°32'40" East; thence along the arc of said curve 150.27 feet through a central angle of 40°02'47" to a point of reverse curve to the left having a radius of 75.00 feet, of which the radius point bears North 39°29'53" West; thence northerly along the arc of said curve 80.07 feet through a central angle of 61°10'16"; thence North 10°40'09" West 211.51 feet; thence North 53°02'42" East 174.14 feet; thence South 83°22'14" East 72.43 feet; thence North 71°26'21" East 57.91 feet; thence North 58°22'25" East 126.67 feet; thence North 43°19'22" East 103.91 feet; thence North 88°33'34" East 698.29 feet; thence South 07°11'44" West 272.48 feet; thence North 47°05'06" East 62.37 feet; thence North 07°11'44" East 214.78 feet to a point on a curve to the left having a radius of 392.87 feet, of which the radius point bears North 82°48'16" West; thence along the arc of said curve 265.09 feet through a central angle of 38°39'37"; thence North 40°06'56" East 338.44 feet; thence North 33°54'42" East 222.11 feet; thence North 02°31'44" West 549.12 feet; thence North 02°39'14" West 518.83 feet; thence North 43°40'11" East 113.75 feet; thence North 61°14'42" East 124.74 feet; thence North 83°45'19" East 150.83 feet; thence South 67°09'50" East 93.65 feet; thence South 34°57'27" East 259.63 feet; thence South 53°11'52" East 301.16 feet; thence South 37°04'40" East 64.38 feet to a point on the westerly side line of the CLIPPER mining claim, Lot 570 in the Uintah Mining District; thence along the westerly side line of the CLIPPER mining claim South 25°25'00" West 583.88 feet; thence along the westerly side line of the CLIPPER mining claim South 36°57'00" West 854.05 feet; thence along the southerly end line of the CLIPPER mining claim South 83°00'00" East 221.10 feet; thence South 13°00'12" West 240.42 feet; thence South 20°54'24" West 205.52 feet to a point on the northerly side line of the HARWOOD mining claim, Lot 450 in the Uintah Mining District; thence along the northerly side line of the HARWOOD mining claim South 47°05'27" West 91.00 feet to the point of beginning.

Description contains 49.26 acres.

CURVE TABLE SHEET 1 OF 5			
CURVE	ARC	DELTA	RADIUS
C1	163.35	49°15'33"	190.00
C2	140.18	57°22'03"	140.00
C3	277.03	34°08'06"	465.00
C4	173.22	56°42'44"	175.00
C5	147.29	06°37'08"	1275.00
C6	107.22	122°51'58"	50.00
C7	394.15	36°08'00"	625.00
C8	150.27	40°02'47"	215.00
C9	80.07	61°10'16"	75.00
C10	265.09	38°39'37"	392.87

LINE TABLE SHEET 1 OF 5		
LINE	BEARING	DISTANCE
L1	S 20°54'24" W	205.52
L2	S 47°05'27" W	91.00
L3	N 42°53'29" W	200.06
L4	S 47°05'06" W	151.61
L5	N 42°54'54" W	60.00
L6	S 38°58'36" W	145.23
L7	S 73°06'42" W	161.91
L8	S 16°23'58" W	201.56
L9	S 54°41'12" W	119.26
L10	N 13°43'21" E	50.00
L11	N 46°35'19" E	192.32
L12	N 10°27'20" E	165.38
L13	N 10°40'09" W	211.51
L14	N 53°02'42" E	174.14
L15	S 83°22'14" E	72.43
L16	N 71°26'21" E	57.91
L17	N 58°22'25" E	126.67
L18	N 43°19'22" E	103.91
L19	N 47°05'06" E	62.37
L20	N 43°40'11" E	113.75
L21	N 61°14'42" E	124.74
L22	N 83°45'19" E	150.83
L23	S 67°09'50" E	93.65
L24	S 37°04'49" E	64.38

EASEMENT 1: SBWRD SANITARY SEWER OUTFALL

CL EXISTING GUARDSMAN ROAD PUBLIC RIGHT-OF-WAY.

CL RED CLOUD ROAD ACCESS EASEMENT

LINE OF EXTG. CONSERVATION EASEMENT WEST PARCEL.

LINE OF EXTG. CONSERVATION EASEMENT EAST PARCEL.

LINE OF EXTG. CONSERVATION EASEMENT EAST PARCEL.

CENTER LINE 60' WIDE DEER VALLEY CHAIR LIFT & PRIVATE SKI TRAIL EASEMENT

ACCESS PARCEL AND EASEMENT 5: SBWRD FUTURE MAIN AND ACCESS

ACCESS EASEMENT AND EASEMENT 6: SBWRD MAIN AND ACCESS

EASEMENT 2: RED CLOUD TRAIL AND RUBY HOLLOW--SBWRD MAIN AND ACCESS

LINE OF ESTATE ZONE 30' MINIMUM SETBACK TYPICAL.

CL EXISTING POWER LINE

EASEMENT 3: SBWRD MAIN AND ACCESS

SUMMIT / WASATCH COUNTY LINE & FLAGSTAFF ANNEXATION BOUNDARY.

NOTE

See Sheet 4 of 4 for Plot Notes

LEGEND

FOUND SURVEY MONUMENT

PROPERTY CORNERS TO BE SET. SEE SHEETS 2 & 3

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: that the undersigned is the Owner of the herein described tract of land, and hereby causes the same to be divided into lots together with easements and private rights-of-way as set forth on the Plat, hereafter to be known as RED CLOUD SUBDIVISION. Also the owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, and dry utilities providers, a non-exclusive easement over the utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use, and eventual replacement.

The owner, or his/her representative, hereby irrevocably offer for dedication to the City of Park City all the streets and for local government uses, easements, parks, required utilities and easements shown on the subdivision plat and construction plans in accordance with an irrevocable offer of dedication.

In witness whereof the undersigned has set its hand on this 20th day of January, 2005.

UNITED PARK CITY MINES COMPANY

By: Mark R. Thorne

Title: Vice President

ACKNOWLEDGMENT

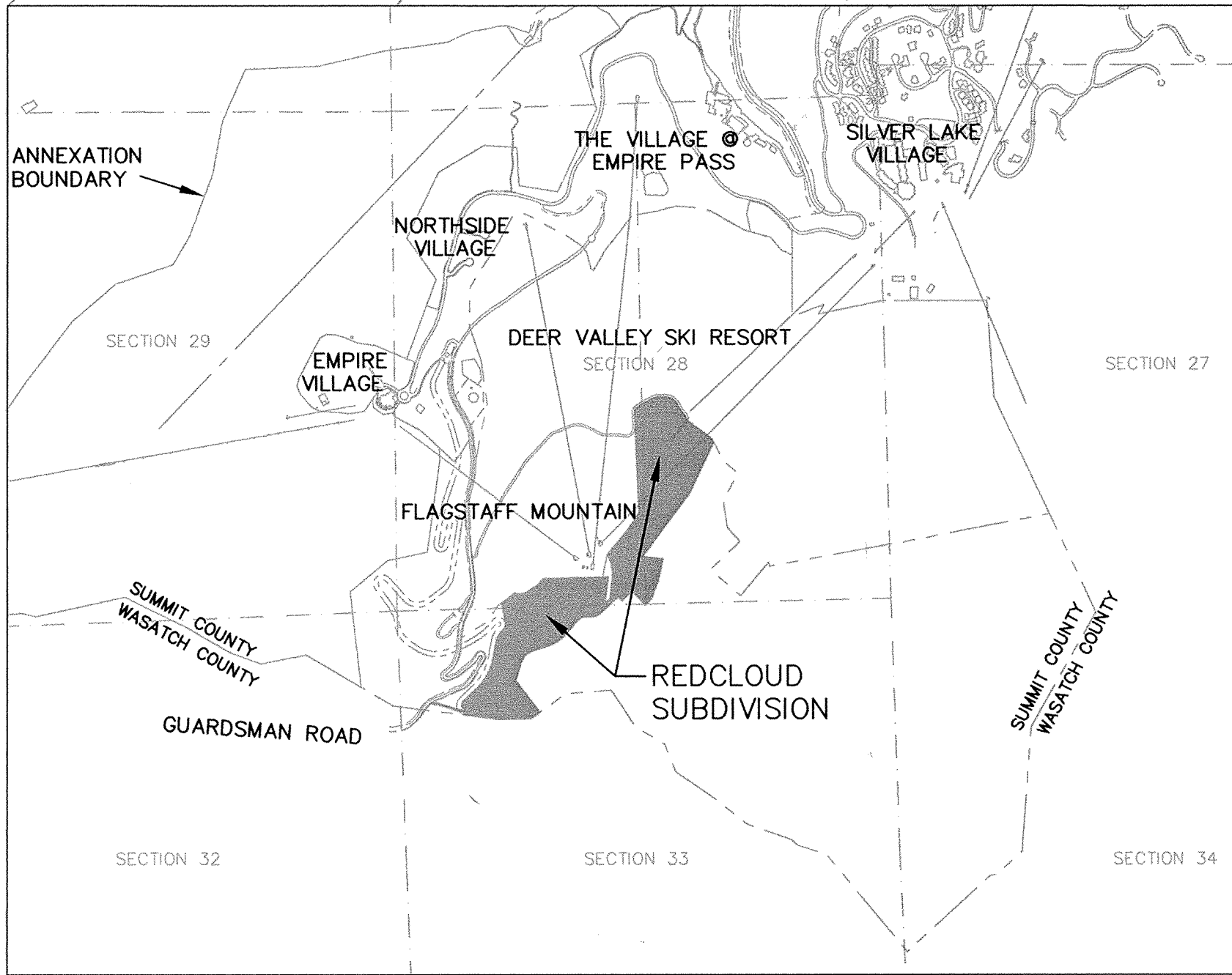
STATE OF UTAH)
COUNTY OF SUMMIT) SS.

On this 20th day of January, 2005, personally appeared before me, the undersigned Notary Public, in and for said State and County, Mark R. Thorne, who after being duly sworn, acknowledged to me that he is the Vice President of UNITED PARK CITY MINES COMPANY, that he signed the foregoing Owner's Consent to Record on behalf of the corporation with full authority of its bylaws.

Mary J. Carney
A NOTARY PUBLIC COMMISSIONED IN UTAH

Mary J. Carney
Residing at: Park City, UT

My Commission Expires: June 13, 2008



VICINITY MAP

RED CLOUD SUBDIVISION

A SINGLE FAMILY SUBDIVISION LOCATED IN SECTION 28 AND SECTION 33
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

PAGE 1 OF 4

RECORDED CONCURRENTLY HERewith IS THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

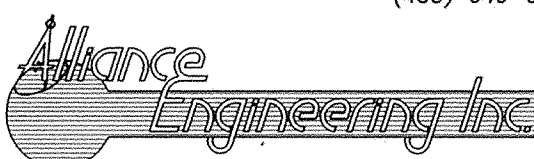
JOB NO.: 1-1-01 FILE: x:\empire\dwg\UPOMC\RedCloud\plat\RED CLOUD FINAL PLAT.dwg

724781 RECORDED

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

DATE Jan 27, 2005 TIME 13:05 P.M. BOOK --- PAGE ---

\$ 150.00 FEE Betty Willoughby, Deputy
RECORDER



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 21st

DAY OF January, 2005 A.D.

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

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 26
DAY OF January, 2005 A.D.

BY J. Berth
CHAIRMAN

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION, ON FILE IN MY OFFICE THIS 24th
DAY OF JANUARY, 2005 A.D.

BY Chris W. DeGroot
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 25th
DAY OF January, 2005 A.D.

BY M.H.D. H.
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 11 DAY OF NOVEMBER, 2004 A.D.

BY Shirley N. Scott
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 11 DAY OF November, 2004 A.D.

BY Dana Williams
MAYOR

LINE TABLE SHEETS 2 OF 5 & 3 OF 5

LINE	BEARING	DISTANCE
L1	S 47°05'27" W	9.00
L2	N 42°54'54" W	60.00
L3	S 54°41'12" W	119.26
L4	N 13°43'21" E	50.00
L5	S 63°21'14" E	72.43
L6	N 71°26'21" E	57.91
L7	N 43°19'22" E	103.91
L8	N 47°05'06" E	62.37
L9	N 43°49'11" E	113.73
L10	S 67°09'50" E	93.65
L11	S 37°04'49" E	64.38
L12	S 71°50'22" W	15.22
L13	S 43°22'30" W	25.34
L14	S 79°41'53" E	25.34
L15	N 71°50'22" E	15.22
L16	N 27°55'41" W	43.20
L17	S 27°55'41" E	43.20
L18	N 82°53'47" W	59.84
L19	S 82°53'47" E	59.84
L20	S 23°16'31" E	74.70
L21	N 09°15'08" E	56.26
L22	N 57°53'58" E	52.58
L23	N 10°40'09" W	6.43
L24	N 53°02'42" E	16.21
L25	S 84°47'29" E	56.54
L26	N 58°22'29" E	14.29
L27	S 14°48'02" W	32.02
L28	S 17°18'15" E	76.76
L29	S 72°19'29" E	29.65
L30	S 18°11'06" W	34.78
L31	N 40°06'56" E	25.52
L32	N 02°31'44" W	52.30
L33	S 36°19'18" E	20.25
L34	S 86°37'18" E	74.57
L35	N 83°45'19" E	78.64
L36	N 83°45'19" E	72.19
L37	S 85°16'02" W	73.12
L38	S 57°48'22" W	52.96
L39	S 34°57'27" E	24.71
L40	S 79°08'26" W	66.73
L41	S 77°49'12" W	41.68
L42	S 53°11'52" E	39.68
L43	S 37°04'49" E	64.38
L44	S 25°50'06" W	27.34
L45	N 73°49'02" W	2.36
L46	S 1°02'37" W	36.37
L47	S 12°35'27" E	32.54
L48	S 39°08'26" W	34.00
L49	S 12°13'00" W	50.85
L50	N 73°06'42" E	25.19
E1	N 69°15'57" E	13.63
E2	S 77°16'52" E	58.97
E3	S 74°48'11" W	15.93
E4	N 74°55'51" E	20.51
E5	N 52°59'30" W	39.52
E6	S 02°31'44" E	13.22
E7	S 02°31'44" E	13.14

CURVE TABLE SHEETS 2 OF 5 & 3 OF 5

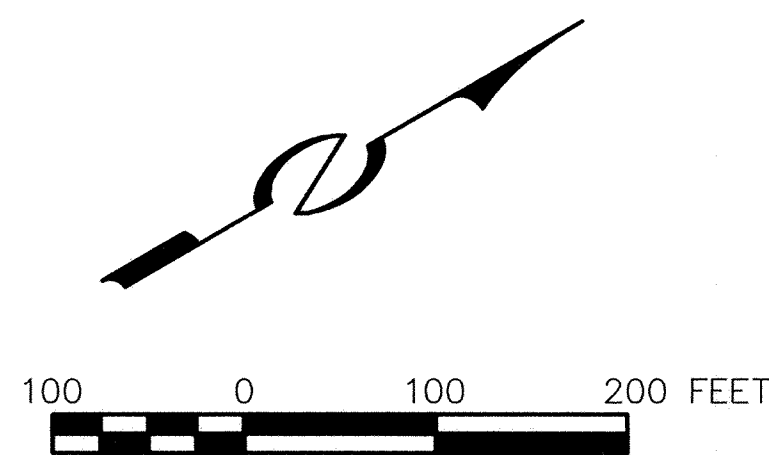
CURVE	ARC	DELTA	RADIUS
C1	163.55	49°15'37"	190.00
C2	140.18	57°22'03"	140.00
C3	173.22	56°42'44"	175.00
C4	147.29	56°37'08"	1275.00
C5	107.22	102°51'58"	50.00
C6	150.27	40°02'47"	215.00
C7	80.07	61°10'16"	75.00
C8	64.91	19°34'31"	190.00
C9	24.12	32°08'58"	15.00
C10	13.49	15°27'37"	50.00
C11	46.34	28°27'43"	93.29
C12	46.34	28°27'43"	93.29
C13	43.43	54°53'04"	100.00
C14	19.52	74°34'42"	15.00
C15	50.06	15°05'44"	190.00
C16	43.76	11°08'40"	225.00
C17	34.04	11°08'40"	175.00
C18	73.22	18°38'47"	225.00
C19	111.32	10°12'19"	625.00
C20	67.73	17°14'53"	225.00
C21	90.98	07°23'25"	625.00
C22	13.74	03°39'38"	215.00
C23	52.68	54°52'30"	55.00
C24	33.82	04°40'07"	415.00
C25	92.26	23°29'24"	225.00
C26	52.18	54°21'38"	55.00
C27	35.49	36°58'26"	55.00
C28	28.13	29°18'08"	55.00
C29	58.95	61°24'44"	55.00
C30	14.09	08°04'28"	100.00
C31	102.24	26°08'30"	224.09
C32	29.34	16°48'36"	100.00
C33	71.02	09°02'31"	450.00
C34	12.30	03°26'15"	205.00
C35	73.21	08°23'22"	500.00
C36	8.06	09°13'50"	50.00
C37	73.66	08°40'13"	500.00
C38	42.50	48°42'12"	50.00
C39	4.09	15°36'37"	15.00
C40	90.42	10°37'00"	50.00
C41	41.65	34°05'15"	70.00
C42	46.37	53°08'30"	50.00
C43	48.23	12°47'34"	216.00
C44	60.49	16°02'45"	216.00
C45	56.19	14°54'48"	216.00
C46	65.24	20°30'20"	182.29
C47	84.18	15°36'07"	309.12
C48	90.34	19°31'47"	265.05
C49	45.81	13°38'04"	192.50
C50	25.50	28°56'24"	50.48
C51	65.16	61°11'54"	602.25
C52	35.44	23°23'30"	86.82
C53	20.53	4°58'02"	242.50
C54	16.65	6°03'25"	157.50
C55	32.55	4°29'38"	415.00
C56	42.09	17°13'50"	140.00
C57	78.27	32°01'54"	140.00
C58	180.88	24°58'20"	415.00
C59	47.62	6°03'48"	450.00
E61	37.05	42°27'12"	50.00
E62	7.32	01°01'55"	440.00
E63	22.65	05°35'14"	232.29

NOTE

See Sheet 4 of 4 for Plot Notes

LEGEND

- Property Corners To Be Set.
- Private Ejector Pump. See Utility Notes Sheet 4.
- Low Pressure Wastewater System. See Utility Notes Sheet 4.
- Street address on Redcloud Trail or Ruby Hollow
- Survey Monument to be set after completion of improvements.



RED CLOUD SUBDIVISION

A SINGLE FAMILY SUBDIVISION LOCATED IN SECTIONS 28 AND 33
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

RECORDED CONCURRENTLY HERewith IS THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

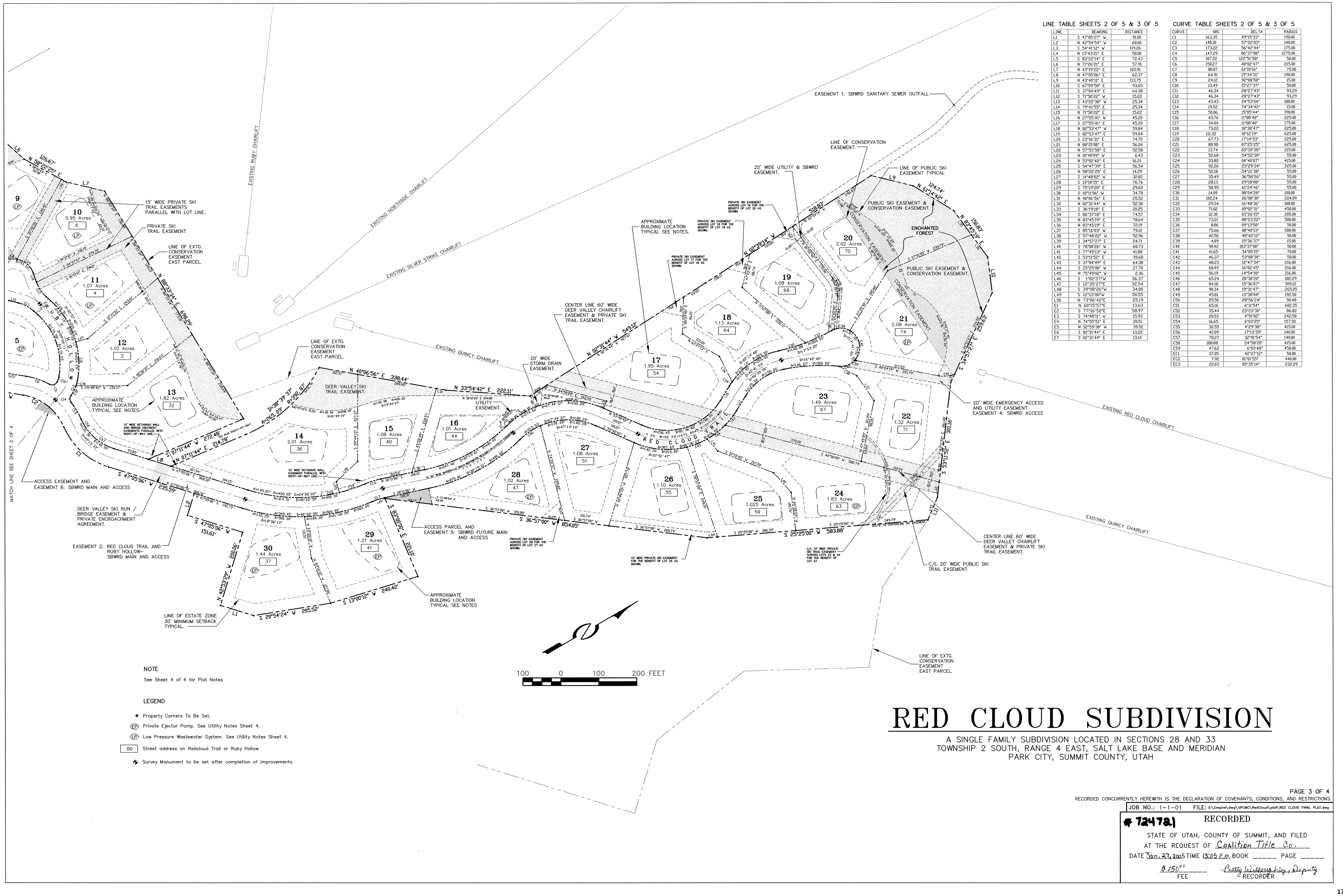
JOB NO.: 1-1-01 FILE: X:\Empire\dwg\UPCMC\RedCloud\plot\RED CLOUD FINAL PLAT.dwg

724721 RECORDED

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

DATE *Jan 27, 2005* TIME *13:05 PM* BOOK *150* PAGE *2*

FEE *\$150.00* *Betsy Wallingbury, Deputy*
RECORDER



LINE TABLE SHEETS 2 OF 5 & 3 OF 5		
LINE	BEARING	DISTANCE
L1	S 47°05'27" W	91.00
L2	N 42°54'54" E	60.00
L3	S 54°41'11" V	119.26
L4	N 13°43'21" E	50.00
L5	S 83°22'14" E	78.43
L6	N 71°26'21" E	57.91
L7	N 43°19'22" E	103.91
L8	N 47°05'06" E	62.37
L9	N 43°40'11" E	113.75
L10	S 67°09'59" E	93.65
L11	S 37°04'49" E	64.38
L12	S 71°50'22" V	15.22
L13	S 43°22'38" W	25.34
L14	S 79°41'55" E	25.34
L15	N 71°50'22" E	15.22
L16	N 27°55'41" V	45.20
L17	S 27°55'41" E	45.20
L18	N 82°53'47" V	59.84
L19	S 82°53'47" E	59.84
L20	S 23°16'31" E	74.70
L21	N 08°15'08" E	56.26
L22	N 57°53'58" E	52.58
L23	N 04°40'09" V	6.43
L24	N 53°02'42" E	16.21
L25	S 54°47'39" E	56.54
L26	N 58°22'25" E	14.29
L27	S 44°48'08" E	32.82
L28	S 13°18'15" E	76.76
L29	S 75°19'20" E	29.65
L30	S 18°11'06" V	34.78
L31	N 40°55'56" E	25.52
L32	N 02°31'44" V	52.30
L33	S 36°19'18" E	20.25
L34	S 86°37'18" E	74.57
L35	N 83°45'19" E	78.64
L36	N 83°45'19" E	72.19
L37	S 85°16'03" V	79.12
L38	S 57°48'22" V	52.96
L39	S 34°57'27" E	24.71
L40	S 78°00'26" V	68.73
L41	S 77°49'13" V	41.88
L42	S 53°11'52" E	39.68
L43	S 37°04'49" E	64.38
L44	S 25°25'00" V	27.70
L45	N 75°49'02" V	2.36
L46	S 1°02'37" W	36.37
L47	S 12°52'27" E	32.54
L48	S 39°08'26" V	34.00
L49	S 12°13'00" V	50.55
L50	N 73°06'42" E	25.19
L51	N 60°15'37" E	13.63
L52	S 77°16'52" E	58.97
L53	S 74°48'11" V	15.93
L54	N 74°55'51" E	20.51
L55	N 52°59'20" V	39.52
L56	S 02°31'44" E	13.22
L57	S 02°31'44" E	13.14

CURVE TABLE SHEETS 2 OF 5 & 3 OF 5		
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C45	56.19	14'54'18"
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C48	90.34	19'31'47"
C49	45.81	13'38'04"
C50	25.30	28'56'24"
C51	65.16	61'15'44"
C52	35.44	23'23'30"
C53	20.53	41'51'02"
C54	16.65	61'03'25"
C55	38.55	41'29'38"
C56	42.09	17'13'39"
C57	78.27	32'01'54"
C58	180.88	24'58'20"
C59	47.62	61'03'48"
EC1	37.05	42'27'12"
EC2	7.92	01'01'55"
EC3	22.65	05'59'14"

NOTE
See Sheet 4 of 4 for Plot Notes

LEGEND

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- 00 Street address on Redcloud Trail or Ruby Hollow
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100 0 100 200 FEET

RED CLOUD SUBDIVISION

A SINGLE FAMILY SUBDIVISION LOCATED IN SECTIONS 28 AND 33
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

PAGE 3 OF 4
RECORDED CONCURRENTLY HERewith IS THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

JOB NO.: 1-1-01 FILE: X:\Empira\dwg\UPCM\RedCloud\plat\RED CLOUD FINAL PLAT.dwg
724721 RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF Coalition Title Co.
DATE Jan. 27, 2005 TIME 13:05 P.M. BOOK PAGE
\$ 150.00 FEE Betty Williams, Deputy RECORDER

PLAT NOTES:

General

1. Development Approval. These criteria are in addition to the conditions imposed on the project by the project's CC&Rs, Design Guidelines and other conditions imposed by the Empire Pass Design Review Board (AKA the Design Review Committee in the Design Guidelines, exhibit 2 of the 1999 LSMPD for the Project). All references to defined terms in the Land Management Code (LMC) are references to the LMC in effect at the time of this plat approval. All references to defined terms in the Design Guidelines (DGs) and Emergency Response Plan (ERP) are references to exhibits to the projects 1999 Large Scale Master Plan (LSMPD) and are subject to any future revision of those documents. All Development (as defined under the LMC) is subject to the approval of both the City and the Design Review Board. Approval of any Development within this subdivision plat by the City requires prior written approval by the Design Review Board.

2. Building Height and Setbacks. All current LMC zone restrictions on building height and setbacks apply. Building setbacks are minimum Estate Zone Setbacks, 30 feet from property lines unless noted or illustrated otherwise, or as restricted by ski or utility easements as shown hereon. No Additional Building Height over the zone building height limits will be granted.

3. Defensible Space Plan. Prior to vertical construction of residential units, a Defensible Space plan, consistent with the project Emergency Response Plan (Exhibit 7 of the LSMPD), shall be approved by the City and implemented by the developer.

4. Water Efficient Irrigation and Limited Turf. Each platted lot, when developed, must incorporate a water efficient irrigation system (to the extent an irrigation system is used), and must limit the area of turf, consistent with the Design Guidelines.

Building Approval Process

1. General Applicability of Design Review Guidelines. All Development is subject to applicable requirements of the Design Review Guidelines, as such may be amended or superseded from time to time.

2. Approximate Building Location. Approximate Building Locations within each lot are shown on the plat are subject to adjustment on an individual lot basis with the approval of the Design Review Board. Such approvals must be obtained prior to the issuance of a building permit. Site-specific plans must be developed within these locations and submitted to the Design Review Board, whose approval must be received before the issuance of a building permit. Any such Design Review Board approval is subject to review and approval by the Planning Department in accordance with the provisions of the LMC and applicable Design Guidelines. Approximate Building Locations have been sited on Developable Land (LMC), and avoid Ridge Line Areas (LMC). Therefore, any adjustment of the Approximate Building Location must avoid Very Steep Slopes (LMC) and Ridge Line Areas.

3. Building Footprint and Site Disturbance. In order to encourage lower building forms, the maximum building footprint is allowed up to the total area shown within the Approximate Building Location (Design Guidelines) as shown on the plat. Second story square footage cannot be more than 2/3rds of the first floor. Total Limits of Disturbance cannot extend more than 20' beyond the outside walls of the building. Driveways, utility corridors, paths, drainage features, ski trails and their associated retaining structures are exceptions to this restriction. Limits of Disturbance (LMC) plans shall be submitted to the City Planning Department for review and approval by individual homeowners. These plans must demonstrate compliance with the goal of maximum retention of Significant Vegetation (LMC) and minimization of overall site disturbance.

4. Defensible Space. Vegetation outside of the Limits of Disturbance will be managed in accordance with the Defensible Space Plan consistent with the Urban Wildland Fire Interface Code and will focus on fire hazard reduction as well as good forest health, and may not be improved for additional yard area. Removal of vegetation beyond the Limits of Disturbance will be done only by hand held equipment. All vegetation removal and management must be approved by both the Planning and Building Departments whose requirements may include that a licensed professional prepare the plan.

5. Irrigated Area. Each individual lot must submit landscape plans consistent with the projects Design Guidelines and a Defensible Space Plan (Emergency Response Plan). The maximum irrigated area within the landscaped area that will be considered for any lot is 5,000 square feet. This does not limit the City's ability to require additional intermittent irrigation of existing vegetation in the Defensible Space zone adjacent to the landscaped area.

6. Design Review Board Approval. The Design Review Board's review shall consist of, but not be limited to, insuring the maximum preservation of existing vegetation, minimizing grading impacts, providing for solar access and views, and minimizing impacts on adjacent lots.

7. Landscaping Plans. Landscaping plans are subject to the review and approval of the Design Review Board and the Planning Department in accordance with the project's Design Guidelines.

8. Vertical construction in Red Cloud (except building permits for temporary improvements, including sales and construction trailers) is allowed only in accordance with the Planning Commission approved Construction and Development Phasing Plan, or as amended by subsequent action. See Park City Ordinance 04-56, as such requirements may be amended by the City.

House Size

1. Gross Floor Area. The maximum Gross Floor Area (LMC) of a house is 10,000 square feet. Gross Floor Area includes all enclosed areas designed for human occupation. Unenclosed porches, balconies, patios and decks, vent shafts and courts are not calculated in Gross Floor Area. Garages, up to a maximum area of 600 square feet, are not considered Gross Floor Area. Basement Area (LMC) below Final Grade (LMC) is not considered Gross Floor Area. The square footage of all Accessory Structures (LMC) is deducted from the house Gross Floor Area. Garage square footage in excess of 600 square feet is deducted from the house Gross Floor Area.

2. Lot Combinations. Lot combinations are subject to Design Review Board approval. Adjoining lots can be combined, and the maximum house size increased based on the process allowed in the LMC for the underlying zone. If lots are combined, the Design Review Board will designate a new Approximate Building Location.

Limits of Disturbance and Vegetation Protection

1. Limits of Disturbance. As required by the LMC and the Design Guidelines, limits of disturbance plans must be reviewed and approved by both the City Planning Department and the Design Review Board.

2. Ski Run Vegetative Buffer. The vegetative buffer between the buildings and the existing ski runs are defined by the Approximate Building Location as designated on this plat. Existing Significant Vegetation (LMC) within the buffer to the ski runs must be maintained. Vegetation management within the buffer and/or beyond the approved limits of disturbance on approved building plans will be maintained in accordance with good forest health practices and fire hazard reduction, but all such maintenance shall be approved by the Design Review Board, and the Park City Planning and Building Departments.

Easements and Lot Line Adjustments

1. Ski Trail and Bridge Easements. The numbers, locations, and widths of some of the private ski trail easements and some of the Deer Valley ski trail and bridge easements as shown on the plat are approximate, the location of which will be fixed by a subsequent grant of easement prior to construction on a lot. Such easements may not be amended by the City by Plat Amendment without written consent of the Owner of the property affected by such easement.

2. The Red Cloud Homeowners Association has the power to grant and convey to any third party, and Owner (United Park City Mines Company) reserves unto itself, transferable easements and rights of way on, over, under and through (i) the area being a ten (10) foot wide strip of land immediately inside the perimeter boundary of each Lot (or wider if necessary for purpose "(a)", below), and (ii) all other areas of the Red Cloud Subdivision, including but not limited to rights of ingress and egress for the purposes of: (a) grading to accommodate the construction of platted roadways; (b) constructing, erecting, operating and maintaining lines, cables, wires, conduits or other devices for electricity, cable television, power, internet service, telephone and other purposes, public sewers, storm drains and pipes, drainage areas, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities to provide common utility service to the Declarant's Property or to the Red Cloud Subdivision; and (c) constructing, repairing, replacing, operating and maintaining hiking and biking trails, and ski trails and lifts.

3. Lot Line Adjustments. Individual lot lines are subject to adjustment as approved by the Design Review Board and in accordance with the Park City Land Management code.

Other Specific Conditions, Restrictions and Benefits Affecting the Plat

1. Master Declaration. The property and lots depicted on this plat are subject to the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Flagstaff, a Planned Community, recorded on December 14, 2004, as Entry No. 00719855 in Book No. 01666, Pages 01054 to 01155, in the office of the Summit County Recorder, as the same may be supplemented, modified or amended from time to time.

2. Restrictive Covenants. The property and lots depicted on this plat are subject to the Declaration of Covenants, Conditions and Restrictions for Red Cloud Subdivision, Park City, Utah, to be recored concurrently with recordation of this Plat in the office of the Summit County Recorder, as the same may be supplemented, modified or amended from time to time.

3. Emergency Secondary Access. The property depicted on the Plat has secondary emergency access for controlled evacuation and for access by fire and safety personnel and equipment by virtue of a grant of easement recorded January 20, 2005, as Entry No. 00723647, in Book No. 01673, Pages 01607-01615, in the office of the Summit County Recorder.

4. Enchanted Forest. The area on the plat identified as the Enchanted Forest and the lots that incorporate such area are affected by a ski easement for public skiing easement recorded January 20, 2005, as Entry No. 00723645, in Book No. 01673, Pages 01596-01599 and a conservation easement recorded January 20, 2005, as Entry No. 00723646, in Book No. 01673, Pages 01600-01606. No Development activity, including fencing, is permitted within the Enchanted Forest.

5. Access Parcel. A Future Access Parcel between Lots 28 and 29 has been reserved and will be held by the developer for potential future access to adjoining lands, if developed.

6. Land Area Limitation. The gross land area of this plat, as depicted, shall not exceed 49.737 acres.

7. Shared Driveway. Developer will grant, for the benefit of the owners of Lots 8 and 9, a perpetual, non-exclusive shared driveway easement in the location shown on the plat, and will require that said owners share the maintenance and other expenses associated with such shared driveway

Utility Notes

1. At the time of the resurfacing of Red Cloud Trail and Ruby Hollow, the Master Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) Standards.

2. Lots 1-4 & 7-11 are served by a low pressure wastewater system. These lots shall be required to install a low pressure grinder pump station and appurtenances consistent with the SBWRD Public Low Pressure Sewer System installed for the project. The Master Association shall be responsible for the operation, maintenance and repair of the low pressure grinder pump station and appurtenances.

3. Private wastewater ejector pumps may be required for Lots 5, 6, 21, 24, and 28-30.

4. Water service for this project is provided by a pressure sustaining booster system. The responsibility for operation, maintenance, and eventual replacement of the booster system is assumed by the Momeowner's Association.

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JOB NO.: 1-1-01

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RECORDED

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AT THE REQUEST OF *Coalition Title Co.*

DATE *Jan 27, 2005* TIME *13:05 P.M.* BOOK _____ PAGE _____

\$150.⁰⁰ FEE *Betty W. Keloughay, Deputy* RECORDER



**ROSING
DAVIDSON
FROST**

Gateway Center
136 Heber Ave
Suite 205
Park City, Utah 84060

Main 435.731.5451
Fax 435.200.9067

Robert S. Rosing
Melyssa D. Davidson
Nick W. Frost
Jared C. Bowman
Bastiaan K. Coebergh
Monica D. Gonzalez
Asa E. Kelley
Court J. Klekas II
Rebecca A. Royer
Cade W. Whitney
Vanessa A. Vietz

December 14, 2022

VIA EMAIL

Commissioner Laura Suesser
Commissioner Sarah Hall
Commissioner John Kenworthy
Commissioner Bill Johnson
Commissioner Christin Van Dine
Commissioner Henry Sigg
sarah.hall@parkcity.org
john.kenworthy@parkcity.org
john.phillips@parkcity.org
bill.johnson@parkcity.org
laura.suesser@parkcity.org
christin.vandine@parkcity.org
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Re: Bransford Parcels Application Objection

Dear Planning Commissioners:

As you may know, my firm is legal counsel to the Red Cloud Subdivision Homeowner's Association, Inc. ("Red Cloud"), which is the residential neighborhood in close proximity to the Bransford Properties. In addition to previous public comments provided by my firm, I am writing this letter to provide a formal objection to the Bransford's application for the reasons set forth below. It is Red Cloud's hope that you will take the time to review these objections, each on their own merit, and reach the conclusion that the Bransford Application cannot be approved.

I. No Legal Basis.

No legal provision exists in the 2007 Flagstaff Development Agreement (“DA”), or any other document, that allows for the creation of the density sought by the Bransford application. Section 2.4 of the DA provides two options for development of that area: (1) all 5 of the Northside Neighborhood Property Owners participate in an MPD and receive density for 38 homes; or alternatively (b) the Developer and Deer Valley, collectively, participate in an MPD and receive density for 30 homes. These were the only two choices. As you know, the Northside Neighborhood Property Owners did not enter into an MPD, and instead, the Developer and Deer Valley formed the Red Cloud Subdivision. Indeed, despite having the choice, the Bransford’s did not even enter into the DA, which is significant since Bransford’s election of the first option would be contingent upon Bransford’s “written acceptance of the terms of [the DA Agreement].” See Section 2.4 of the DA.

The DA provides for a decision to be made between two choices and a decision was made – an MPD for 30 residences. By the very language of the DA, once Red Cloud Subdivision was approved, the density for the remaining 8 properties was eliminated. The density was not somehow kept in reserves as ‘remainder density’ for a future date for the Bransfords, who are not even a party to the DA. This language in the DA does not exist. Simply put, there is no legal basis for the density sought by the Bransfords – it is being created out of thin air, and is therefore, entirely illegal.

II. Open Space Precedent.

Even if the DA provided for the illusory ‘remainder density,’ and it does not, Park City’s Planning Commission has previously set a clear precedent rejecting the conversion of Recreational Open Space (“ROS”) to density zoning. Indeed, on January 9, 2019, an application was brought before this Planning Commission seeking to trade a small portion of ROS land to density zoning to accommodate some improvements to a residential property. The proposal would have resulted in a net zero reduction of ROS land. However, the Planning Commission unanimously rejected the proposal, basing its decision, almost solely on creating a precedent for future applications also seeking to convert or alter ROS land, just like the Bransford application.

In relevant part, and pursuant to the Meeting Minutes, Vice Chair Phillips indicated that he was concerned about the precedent it would set for the rest of the neighbors. He continued, others could not be held to a different standard if they allowed this approval. Commissioner Sletten concurred with Vice-Chair Phillips and stated that while there were compelling arguments on both sides, looking forward 10-15 years, the precedent will be buried in Staff Report notes and he believed that this was an important issue and the Planning Commission should hold the line. Finally, Commissioner Hall stated that “precedent was the forefront of her mind.”

The Staff Report for the Bransford application erroneously indicates that precedent somehow does not apply here because the property is “unique” due to the DA. First, given the unique nature of each parcel of real property globally, every property application, is ‘unique.’ There is nothing that is more ‘unique’ about the Bransford parcels than any other parcel of real

property in the Park City area. However, as stated above, the DA does not preserve any special rights – or any rights at all – to the Bransford properties. This language does not exist. There is nothing unique or special about the Bransford properties and they should be treated just like all other properties in Park City.

As a result, a recommendation or approval of the Bransford application, converting ROS to density zoning, runs directly contrary to the established precedent that this Planning Commission so vigorously established just a few years ago. A decision running against established precedent would, on its own merits, be arbitrary and capricious.

III. General Plan:

As you know, Park City's General Plan is replete, if not saturated, with references to the creation and preservation of open space. As you also know, the City has made substantial financial commitments to create open space lands. In fact, all of the approved bonds giving rise to the purchase of open space in recent years were overwhelmingly approved by the Park City citizens. So important is the conservation of open space to Park City Municipal and the citizens it serves, that the General Plan has entire goals dedicated to the same, which includes an outline of how the objective of open space acquisition and preservation can take place. *See* Goal 4 of Natural Setting.

As a result, removing almost 40 acres of zoned ROS land to create houses – even two houses – runs directly contrary to the established objectives of the General Plan. This is a non-negotiable point in the General Plan. Directly contrary to the General Plan, the Bransford application seeks to irreversibly eliminate almost 40 acres of ROS in exchange for density housing. The General Plan does not – and cannot – support this application.

IV. Legal Requirements Not Met.

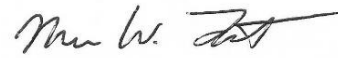
Utah law requires the Planning Commission to ensure that specific requirements are met prior to approving a zoning amendment. *See* Utah Code 10-9a-102. Specifically, Utah law requires the City to, among other things, consider “open space” needs as well as to “provide fundamental fairness in land use regulation.” *See id.* As set forth above, the Bransford application directly violates established precedent that was applied to other property owners seeking similar treatment. Moreover, the DA was established to provide information for all Park City residents to rely upon when purchasing property and recreating. As set forth above, there is no language in the DA, which allows for an increase in density. It would be fundamentally unfair to all Park City residents to approve the Bransford Application.

In conclusion, there is no supporting legal basis in the DA for an increase in density. That language simply does not exist. Additionally, a conversion of ROS to density housing runs directly contrary to established precedent as well as Park City's General Plan. As a result, the legal requirements provided by the state to amend the zoning map are not and cannot be met, which would render any approval to the contrary, arbitrary, capricious, as well as illegal. It is Red Cloud's

hope that you will investigate the items set forth above before rendering a decision. Thank you for your consideration of these matters.

Sincerely,

ROSING DAVIDSON FROST

A handwritten signature in black ink, appearing to read "Nick Frost", with a stylized flourish at the end.

Nick Frost

cc: Mark Harrington: mark@parkcity.org

Makena Hawley: makena.hawley@parkcity.org

December 14, 2022

BY EMAIL

Park City Planning Commission
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060
planning@parkcity.org

**Re: Bransford Land Company, LLC – Zone Change Application for Parcels
PCA-S-79-B and PCA-S-79-C**

Dear Planning Commission:

Thank you for the opportunity to comment on Bransford Land Company's application for a zoning change. On behalf of several Extell Development Company affiliates (collectively "**Extell**"), our firm has submitted several letters opposing the application. We also gave public comment on Extell's behalf at the Commission's November 9, 2022, hearing. We appreciated the Commission's dedication that evening and the opportunity to share our concerns. Many of those concerns remain, including setting precedent for a defective process, inconsistencies with the General Plan, and deficiencies in the proposed conditions of approval.

Precedent: Recommending approval of the application would set a problematic precedent that the Commission allows a bifurcated process for undevelopable property. The applicant asks the Commission to recommend conditional approval of a rezone to "Estate" for property that has no current legal access or ability to connect to utilities. The proposed 2,000-foot-long private drive depicted in the application is three times the length of what is allowed for a private drive ending in a cul-de-sac¹—not to mention the steep slopes that must be navigated. Nor has the applicant given the Commission concrete development plans to consider.

This piecemeal process is not fair to the Commission, the Planning Department, other developers, or the public. The application has taken substantial Planning Department attention and has been noticed for five separate Commission hearings. All that work and dedication of resources may ultimately be for naught, and simply because the applicant says it wishes to reduce upfront costs for itself.

¹ See Park City Design Standards, Construction Specifications and Standard Drawings, section 200.3.02(G) (allowing 650-foot road).

The Planning Department has recognized that significant obstacles remain before the property can be developed—assuming it can be developed at all. The initial staff report noted “[s]everal concerns” including “access easements, water and sewer connections, and fire code compliance and access.”² That same report stated the Commission may want to consider those concerns in its decision. It should.

The problems with the applicant’s bifurcated process were on display at the last hearing. As the Red Cloud HOA’s counsel stated, the applicant is requesting an “island zone” with “no legal access and precedent.” Vice Chair Hall did not recall previously approving an application where property did not have access and stated it seemed unusual to consider a rezone without more detailed plans. And Commissioner Frontero inquired whether the Commission is essentially “approving an idea.” The peculiarity of the application triggered discussion of whether the Commission would be recommending “conditional” or “floating” lots within the applicant’s 40 acres. And it was confirmed that no one knows where those lots may be located—if they ever come to fruition.

In the face of this irregular application, the Commission has an opportunity to set commonsense precedent: recommend denial of a conditional rezone to “Estate” because the land is not in a state to be developed. If and when the applicant has concrete plans—or at the very least proof of concept with proven access and an ability to connect to utilities—the applicant can seek a rezone in conjunction with those plans. This approach would preserve public resources. It would ensure that the same Commission considering zoning is the same Commission that considers the applicant’s subdivision plat. It also would ensure the Commission has the same applicant before it at both stages. There is no guaranty Bransford will be the party carrying forward with development or even that a future developer will have a similar vision.

On the other hand, if the Commission were to recommend approval, it would be setting a precedent that developers can take an incremental approach to try to boost the value of their land. Developers could test the waters with the Commission hoping it may recommend a course of action without all information available to determine the potential impacts of its decision. Developers would have free-rein to use the staff’s resources extensively before undertaking the plans the Commission needs to do its job properly. That is not an efficient use of public resources or a process that ensures development consistency in Park City.

The applicant has suggested its application will not set adverse precedent because its property is unique and was considered for density as part of the Flagstaff Mountain development agreement years ago. But the applicant did not sign that agreement. And the critical difference is that the development agreement included a robust negotiation with the City and others, as well as plans for a private road system for accessing land within the development.³ The applicant does not have any similar plans, or established access, to warrant consideration of a rezone to “Estate.”

This application should be treated like all other applications—on the facts and merits of the application itself and with an eye toward precedent. Because acquiescing to the applicant’s

² See April 13, 2022, Planning Commission Staff Report at p. 15.

³ See December 14, 2022, Agenda Packet at 316, 351, 358, and 359.

bifurcated process would set a problematic precedent, the Commission should recommend the application's denial.

Inconsistency with the General Plan: The application is also inconsistent with the General Plan. The General Plan calls for development of the Upper Deer Valley Neighborhood to be consistent with the goal that “Park City will grow **inward**, strengthening **existing neighborhoods** while **protecting undeveloped land** representative of the community’s core values from future development.” (General Plan, p. 252 (emphasis added).) The application is inconsistent with that goal. It envisions developing the outer reaches of Park City, creating a remote, two-estate pod on steep terrain away from existing neighborhoods, and developing what has historically been open space.

The General Plan also refers to protecting the City’s “core values.” One of those core values is recreation. Bransford has publicly alleged in the litigation with Extell—as well as in public recordings—that access to its property overlaps with Deer Valley’s Ontario ski run.⁴ While Extell vociferously disagrees with Bransford’s claims, those claims, as currently framed, envision **vehicular traffic on a ski run**. This is critical. It is a separate, distinct, and independent reason to recommend denying the application as being out of step with core values.

Conditions for Approval: If the Commission is inclined to recommend approving the application, it should amend the conditions for approval. The Planning Department staff initially recommended “a two-year Sunset Clause, with the opportunity for one, one-year extension approved by the City Council.”⁵ At the last hearing, the recommendation changed to a three-year Sunset Clause, with a two-year extension—i.e., five years total. The latest draft ordinance envisions a two-year Sunset Clause with a two-year extension—i.e., four years total.

These recommendations are far too long. To put it in perspective, it was about three years ago when the World Health Organization recognized and announced Covid-19 as a global pandemic. A lot can change in that amount of time. The purpose of a Sunset Clause, as the applicant admitted at the last hearing, is to ensure that **this Commission** is the one making decisions about development on this land. A three-, four-, or five-year Sunset Clause is inconsistent with that goal. Just three years ago, this Commission had three different members than it does today. If the Commission views the application favorably, it should shorten the Sunset Clause, preferably to a two-year window at most.

And if recreational uses are to be properly preserved, the Commission should include conditions of approval protecting the Ontario and Trump ski runs. The proposed ordinance includes conditions for approval that require the applicant to preserve existing bike and ski trails **on** the property. But the proposed ordinance does not impose conditions to preserve existing trails **leading to the property**. Because the applicant has publicly claimed access over the Ontario ski run, the Commission should ensure that conditions for approval adequately protect recreation on that trail.

Clarifications: Finally, we wish to clarify the record on a few points raised at the last hearing.

⁴ Attached to this letter is a diagram depicting the 60-foot-wide access corridor Bransford claims in the litigation.

⁵ November 9, 2022, Agenda Packet at p. 279.

The applicant suggested Extell was improperly commenting on the pending litigation because there is a “gag order” in place. The Court has not issued a gag order, which are rarely issued in civil cases. The filings in the matter are generally public, and the access Bransford claims in the litigation is found in public recordings with the county.

There was a suggestion that Extell simply wants to litigate. On the contrary, Extell was forced to take action after Bransford recorded a “Notice of Interest and Claim in Roadway” against its property. Extell is defending its property rights.

There also was confusion about whether the primary stakeholders on Flagstaff support the application. Extell and the Red Cloud HOA have expressed their opposition. Deer Valley has not weighed in with public comment. The personal communications from Steve Issowits and Doug Ogilvy do not state the comments are made on behalf of Deer Valley or the Red Cloud HOA. Moreover, Mr. Ogilvy holds, or has held, a position with REDUS, which sold the applicant its easement over Twisted Branch and Red Cloud Trail. His personal support would be in line with that financial transaction.

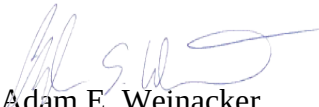
Finally, there was a suggestion that the easement granted to the applicant along Red Cloud Trail by REDUS gives the applicant several access points. But that agreement requires coordination with Extell, the owner of the property between Red Cloud Trail and the Bransford property.⁶ It does not grant access across the Extell property.

* * *

Thank you for considering our concerns. For the reasons expressed in this letter and our prior communications to the Commission, we urge the Commission to recommend denial of the application to the City Council.

Sincerely,

PARSONS BEHLE & LATIMER


Adam E. Weinacker
Attorney at Law

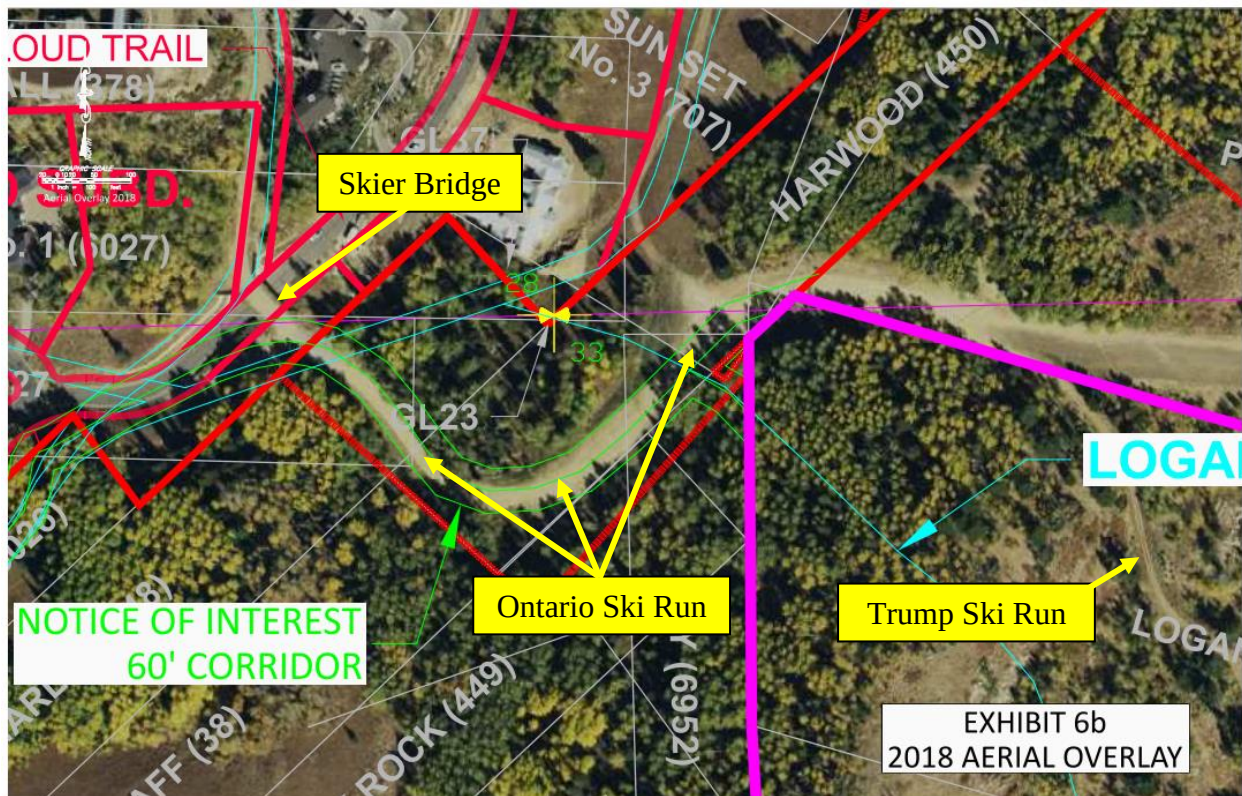
AEW:
Attachment

⁶ See Agenda Packet at 282.

Bransford's Claimed Access Route

Below is a portion of a schematic prepared by Bransford Land Company's retained surveyor. The green lines represent a 60-foot-wide corridor across Extell land to the Bransford property. Bransford alleges in the litigation with Extell that, under several legal theories, it has an easement within this corridor.

As you can see, the alleged access corridor overlaps with the Ontario ski run starting at the skier bridge across Red Cloud Trail. We have added labels in yellow to help identify the skier bridge, the Ontario ski run, and the Trump ski run. This alleged access differs from what the applicant has depicted in its submissions to the Commission.





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A Professional
Law Corporation

Adam E. Weinacker
Attorney at Law
Direct 801.536.6911
AWeinacker@parsonsbehle.com

November 8, 2022

BY EMAIL

Park City Planning Commission
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060
planning@parkcity.org

**Re: November 9, 2022, Public Hearing Re: Bransford Land Company, LLC's
Zone Change Application for Parcels PCA-S-79-B and PCA-S-79-C**

Dear Planning Commission:

Our firm represents several affiliates of Extell Development Company (collectively “**Extell**”). We write to re-assert our objections to the application of Bransford Land Company LLC (“**Applicant**”), which seeks to change the zoning for two properties on Flagstaff Mountain from Recreation Open Space to Estate.

Extell owns or has a controlling interest in properties adjacent to the two parcels under review, PCA-S-79-B and PCA-S-79-C. Our firm has previously provided the Commission with three letters strenuously objecting to the application on numerous grounds.¹ The Applicant's recent submissions to the Commission do not resolve our concerns, and the latest Staff Report and agenda packet materials for the November 9, 2022, public hearing raise several issues we wish to bring to the Commission's attention.

A. Notice

The Staff Report states that, on October 26, notices for the November 9 hearing were mailed to property owners within 300 feet of the Applicant's properties. As of the date of this letter, Extell has yet to receive any mailed notice. Extell first learned about the upcoming hearing only as a result of an email communication from Mark Harrington on Friday, November 4, 2022.

We have requested further substantiation that notices were mailed but have not yet received that substantiation. We also do not know whether neighboring landowners received

¹ These letters are part of the agenda packet provided to the Commission at pages 437-40 (August 10, 2022); 442-44 (June 7, 2022); and 446-48 (April 7, 2022).

notice. Accordingly, we are concerned that the scheduled public hearing does not meet municipal or statutory notice requirements.²

B. Access

The Applicant continues to lack access or any right to install utilities across Extell's property. As we have previously informed the Commission, Extell and the Applicant are in active litigation over that very issue.

Nonetheless, the Applicant's materials continue to misleadingly depict "likely" access and utility service locations across Extell's land. In several instances, the Applicant depicts a "100' Wide Road Corridor" across Extell's land. The Applicant has no such "corridor." And the "corridor" depicted in the materials is not in the location of the alleged easement that Bransford claims in the litigation. Nor is it the same width. The alleged easement Bransford asserts in the litigation would coincide with the Ontario ski run—potentially affecting recreation activities—and is alleged to be 60 feet wide.³

The Commission should carefully review pages 278, 279, 291, 308, 309, 325, and 326 of the agenda packet. Each page depicts a "corridor" to which the Applicant has no right and which conflicts with the access the Applicant has claimed in legal proceedings.⁴

C. Disturbance

The Applicant suggests that its proposed development would leave 82% of the Applicant's land "undisturbed."⁵ It is unclear how the Applicant came to the calculation that the "private drive" will impact only 1 acre. The application envisions a 100-foot-wide corridor that would not only impact the Applicant's land, but would also cross a forested area of the Extell lands. When the impact of this entire proposed corridor is considered, we believe that the Applicant's proposed development would result in a disturbance that far exceeds what the Applicant has represented to the Commission.

D. Precedent

The Applicant states that its application will not set a precedent because owners of other mining claims could not similarly make a request to re-zone from Recreation Open Space to Estate.⁶ The Applicant's reasons for this assertion are not supported. The Applicant fails to

² See LMC § 15-1-12; Utah Code § 10-9a-205(5)(a)-(b).

³ Extell disputes that the Applicant is entitled to any easement across its land.

⁴ In at least one instance (page 308 of the agenda packet), the Applicant refers to a feasibility study that is more than 40 years old and references two separate potential access locations, each of which is different from the easement the Applicant asserts in litigation.

⁵ See page 307 of the agenda packet.

⁶ See page 314 of the agenda packet.

explain why owners of mining claims within city boundaries and zoned as Recreation Open Space could not submit a similar application. And the Applicant suggests that its mining claims are unique in that the Applicant owns surface and subsurface rights. The Applicant provides no support for this assertion and overlooks the principle that “mining claims presumptively include both the surface and mineral estates.” *United Park City Mines Co. v. Estate of Clegg*, 737 P.2d 173, 176 (Utah 1987).

The Commission also should be focused on the precedent that Bransford seeks to establish for serial filings. The Applicant has no access to its parcels and no ability to connect utilities. Yet its application requests a zoning change consistent with a developable parcel. The appropriate procedure would be to submit a zoning change application as part of the process of submitting a subdivision plat if and when the parcels are developable. This approach would promote preservation of public resources. Moreover, granting a re-zone to Estate for land without access promotes a false sense that the property is developable, marketable, and more valuable than it is.

E. Adjacent Development

The Applicant asserts, without support, that Extell “will eventually acquire development rights as delineated in the Flagstaff Annexation Agreement—or denser”—and that the Applicant’s zone change would “create the lowest dwellings per acre in a series of shrinking densities radiating away from the existing core uses in the Red Cloud Neighborhood.”⁷ Extell has not requested a zoning change or submitted plans for “denser” development. The Applicant’s statement is pure speculation, and the Applicant’s proposed density is one without public support from stakeholders on Flagstaff Mountain.

The public comment submitted for the application does not favor the Applicant. The other adjacent stakeholders to Applicant’s properties are the Red Cloud HOA and Deer Valley Resort. The Red Cloud HOA, like Extell, has objected to the application. The HOA has gone so far as to assert that, at the last work session, the “Applicant falsely represented that the Red Cloud HOA supports” the application.⁸ Contrary to the Applicant’s representation to the Commission, the HOA has asserted that the application “is illegal and should result in a negative recommendation and denial for multiple reasons.” With no favorable input from Deer Valley,⁹ the application is devoid of written public support from any of the immediate stakeholders in the area.

⁷ See page 315 of the packet.

⁸ See page 436 of the packet.

⁹ The public comment includes a letter from Steve Issowits, who was formerly associated with Deer Valley. But his letter is careful not to state it is Deer Valley’s position.

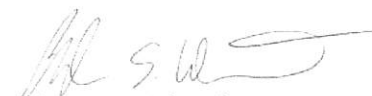
November 8, 2022
Page Four

* * *

We appreciate the Commission's consideration of our concerns. We continue to object to the application and ask that the Commission not recommend its approval to the City Council.

Sincerely,

PARSONS BEHLE & LATIMER



Adam E. Weinacker
Attorney at Law

AEW:
None

cc: Sarah Hall (via email: sarah.hall@parkcity.org)
John Kenworthy (via email: john.kenworthy@parkcity.org)
John Frontero (via email: john.frontero@parkcity.org)
Laura Suesser (via email: laura.suesser@parkcity.org)
Bill Johnson (via email: bill.johnson@parkcity.org)
Christin Van Dine (via email: christin.vandine@parkcity.org)
Gretchen Milliken (via email: gretchen.milliken@parkcity.org)
Mark Harrington (via email: mark@parkcity.org)
Margaret Plane (via email: margaret.plane@parkcity.org)
Jennifer Ingrassia (via email: jingrassia@alterramtnco.com)

August 5, 2022

Planning Commission
Park City Municipal Corporation
445 Marsac Avenue
Park City, Utah 84060

re: Parcels: PCA-S-79-B and PCA-S-79-C (Bransford Parcels) - Zoning Map Amendment

Planning Commissioners:

Over the years, my family has had the opportunity to enjoy the property referred to as the Bransford Parcels on many occasions. The family ownership has been an excellent steward of the land and has been respectful of its surrounding properties. The existing zoning designation of Recreation and Open Space (ROS) is one of the most restrictive in allowed uses, but has a wide and diverse listing of Conditional Uses.

The request to change the zone to Estate (E) is refreshing in Park City. The Estate District provides some of the smallest density of any of the zoning districts in the Land Management Code. Usually, the request for a zone change reflects the desire to significantly increase the density of a parcel.

This request will result in an appropriate development of two single-family homes that will result in a large portion of the property being left as open space. I am in support of this request to change the zone.

Sincerely,


Craig Elliott, AIA

HERE. AND THEN. AND NOW.

ELLIOTT WORKGROUP



June 8,2022

Commissioners,

I am writing in support of the zoning request regarding the "Bransford Parcels" Parcels", PCA-S-79-B and PCA-S-79-C.

I have personally known the family for years and can guarantee that they have always put Park City first in both their personal and professional lives.

I served on the PCSD with Anne Bransford. During that time, I visited this parcel many times. The request is extremely fair and is in line with the goals of PCMC., The family has exhibited that sense of community through the years by allowing numerous entities to have access and use of this land.

The request to add two estate lots and keeping over 80% as open space is fair and consistent with many variances previously provided by the Planning Commission.

Please vote in favor of this change without any hesitation.

Sincerely,
Moe Hickey

June 7, 2022

Planning Commission
c/o Planning Department – Attn: Makena Hawley
Park City Municipal Corporation
[Sent via email: makena.hawley@parkcity.org]

Re: Bransford Land Company – Conditional Zoning Change

Dear Ms. Hawley:

Please accept this letter written in support of the recent application by Bransford Land Company, as it relates to their request for zoning change of their property on Flagstaff Mountain.

As you're aware, I have been intimately involved with the Flagstaff Development Agreement, Land Management Code and the improvements made to Park City for most of my career. The history of our town and all it's great people that helped us from the fruitful, then shuddered, mining days to what we and our great visitors enjoy today has been my life's passion for close the last two decades.

During my career in Park City, I have watched some exciting projects spring up and bring really terrific amenities and people to our fun mountain town. I've worked with the Park City Community Foundation as it was just getting started and introduced many new homeowners to it and the great community non-profits we all know and love. They jumped in and generously supported the needs of the Community. And during that process, I've watched a few particular families roll up their sleeves and be VERY involved in such interests, helping wherever they could. One of those families has been the Bransfords. Anne, Mary and Carolyn have been the most special sisters I've been fortunate to cross paths with. They have contributed their time and passion, their dollars, and even their property, allowing mountain bikers and hikers to enjoy Flagstaff Loop, Road to Ruby and Deer Camp!

Knowing the Bransfords' life-long (and beyond, when considering their ancestry all the way back to the Silver Queen) commitment to Park City and understanding the development rights enjoyed by their neighbors and those existing across town, makes me **strongly** feel that if **anyone** were to be granted an ability to rezone and obtain development rights for their property, it should be the Bransfords. They have always been a great neighbor to Deer Valley Resort and while they have quite simply used their property in the past for family gatherings, picnics and maintaining the health of the forest by harvesting firewood and deadfall, they had always intended to build something special there. Their request for Estate zoning at 1 home per 20 acres is not only modest, it is directly in line with the long term plan for the area. As an example, in case this group was unaware, in 2001 court appointed Referees (later ratified by District Court and Supreme Court of Utah) recommended a certain partitioning of property adjacent to the Bransfords and cited evidence from the LMC and Flagstaff Development Agreement ("FDA") as support. While their ruling was focused on partitioning of jointly owned property and not directly on development rights, they indirectly assessed the 8 units contemplated in the FDA and agreed a portion of the 8 units were to be allocated to the Bransfords. I cite this not as evidence, but intent that had always been considered for the area and the Bransfords' property in particular.

I appreciate your consideration and am hopeful the Bransford family is successful in their endeavors. I would also like to request this letter be shared with the Planning Commission members as well. If there is any way that my history and knowledge related to this can be helpful to Staff or Commission, I would be more than happy to discuss and assist where I can. Thank you.

Sincerely,

Steve Issowits

cc: Gretchen Milliken, Planning Director
Park City Planning Commission Members

**PARSONS
BEHLE &
LATIMER**

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Salt Lake City, Utah 84111
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A Professional
Law Corporation

Adam E. Weinacker
Attorney at Law
Direct 801.536.6911
AWeinacker@parsonsbehle.com

June 7, 2022

BY EMAIL AND U.S. MAIL
Park City Planning Commission
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060
planning@parkcity.org

**Re: Objection to Bransford Land Company, LLC's Zone Change Application for
Parcels PCA-S-79-B and PCA-S-79-C**

Dear Planning Commission:

Our firm represents several affiliates of Extell Development Company (collectively "**Extell**") that own property on Flagstaff Mountain. Extell has received notice that the Commission is formally considering—through a public hearing on June 8, 2022, which is to be continued to August 10, 2022—a zoning change application submitted by Bransford Land Company, LLC ("**Bransford**"). The application relates to two Flagstaff Mountain parcels, PCA-S-79-B and PCA-S-79-C, that are adjacent to Extell's property. Pursuant to Park City's Land Management Code ("**LMC**") § 15-1-7(2)(b), Extell objects to Bransford's application and any amendment to the City's zoning map to re-zone the Bransford parcels from "Recreation Opens Space" to "Estate."

When the Bransford application came before the Commission for a work session in April, we provided the Commission with a letter outlining Extell's concerns about the application. Rather than restate those concerns, we attach that letter hereto as Exhibit 1 and expressly incorporates it as part of Extell's formal objection under LMC § 15-1-7(2)(b).

Since that time, we have reviewed the Planning Commission Staff Report ("**Staff Report**") prepared for the hearing on June 8, 2022. The Staff Report correctly notes that the Bransford parcels are not presently developable. (Staff Report at p. 2.) This is due, in part, to the lack of access across Extell's property and the "numerous challenges" that Bransford must overcome, including installation of utilities across Extell's land. (*Id.*) And while the Staff Report suggests that some development details "can be confirmed through the plat amendment process," (*id.* at 8), many of the identified details would be premature to address given Bransford's lack of an access or utility easement to the parcels.

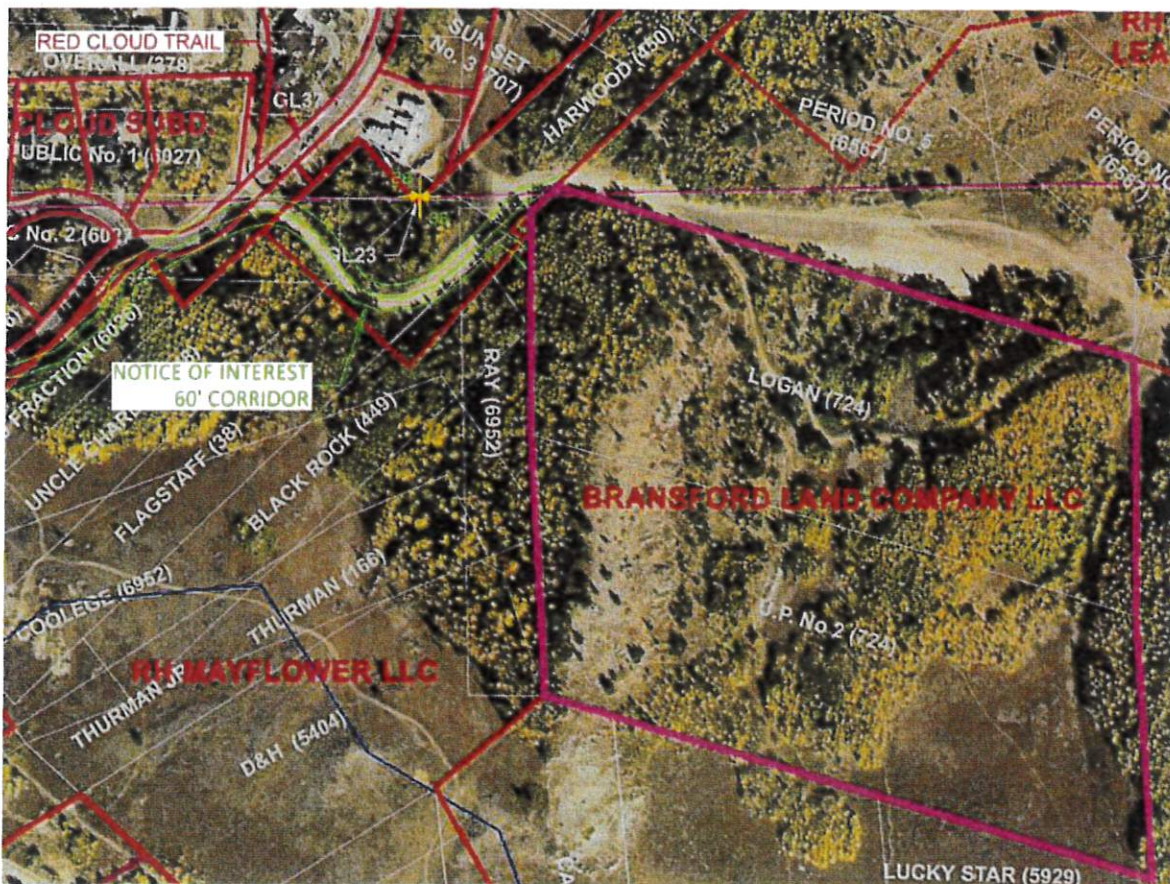
At the work session addressing Bransford's application, Commission members requested additional details about Bransford's plans. Members requested clarity on the location of an access

June 7, 2022

Page Two

road to the Bransford parcels, as well as clarity on how utilities could be connected. Although two months have transpired, there is still no clarity on these issues and, as the Staff Report notes, “more information would be necessary to conceptualize workable plans.” (*Id.* at 7.)

Not only do the materials before the Commission lack information responsive to commissioners’ concerns about access and utilities, they omit the fact that Bransford is in litigation with Extell to establish an alleged easement that would partially coincide with Deer Valley’s Ontario ski run. Below is a depiction prepared by Bransford’s own retained surveyor identifying the location of Bransford’s alleged 60-foot-wide access “corridor” (in green) to its parcels, and which Extell disputes:



As you can see, Bransford alleges it has rights to a substantial corridor that overlaps with the portion of the Ontario ski run southeast of Red Cloud Trail. The Bransford application omits

June 7, 2022

Page Three

this critical detail or any discussion about how Bransford's alleged access easement, if successful,¹ could impact others' rights and potential recreation on Flagstaff Mountain.

* * *

The Staff Report recognizes a host of challenges to developing Bransford's parcels, including the lack of an access and utility easement reaching the parcels. And Bransford's alleged access "corridor," if established through litigation, could disrupt an existing ski run and recreation within that "corridor"—something the application and Staff Report do not address. Although Bransford may wish to further its own private development goals by changing the parcels' zoning to "Estate," its request is not ripe in light of the many obstacles to development raised in the Staff Report and unanswered questions about access and utilities. The application should therefore be denied.

Sincerely,

PARSONS BEHLE & LATIMER



Adam E. Weinacker
Attorney at Law

AEW:

Attachment

cc: Thomas Barton (via email: tbarton@parsonsbehle.com)
Sarah Hall (via email: sarah.hall@parkcity.org)
John Kenworthy (via email: john.kenworthy@parkcity.org)
John Phillips (via email: john.phillips@parkcity.org)
Laura Suesser (via email: laura.suesser@parkcity.org)
Douglas Thimm (via email: douglas.thimm@parkcity.org)
Christin Van Dine (via email: christin.vandine@parkcity.org)
Gretchen Milliken (via email: gretchen.milliken@parkcity.org)
Makena Hawley (via email: makena.hawley@parkcity.org)
Mark Harrington (via email: mark@parkcity.org)
Margaret Plane (via email: margaret.plane@parkcity.org)
Jennifer Ingrassia (via email: jingrassia@alterramtnco.com)

¹ Bransford is currently attempting to adjudicate this alleged corridor in court, and the parties are still in active litigation over the existence and scope of Bransford's claimed easement.

From: [planning](#)
To: [Makena Hawley](#)
Subject: FW: [External] New eComment for Planning Commission - Bransford
Date: Tuesday, April 12, 2022 9:12:01 AM

From: noreply@granicusideas.com <noreply@granicusideas.com>
Sent: Tuesday, April 12, 2022 9:09 AM
To: planning <planning@parkcity.org>
Subject: [External] New eComment for Planning Commission

[CAUTION] This is an external email.

[SpeakUp](#)

New eComment for Planning Commission

Clive Bush submitted a new eComment.

Meeting: Planning Commission

Item: 5.A) Parcels: PCA-S-79-B and PCA-S-79-C (Bransford Parcels) -The Applicant is Proposing a Zone Change of Two Parcels for a Total of 39.62 Acres From Recreation Open Space (ROS) to Estate (E) Zoning With a Condition of Approval Limiting the Density to a Maximum of Two Single Family Homes. PL-21-05042 (60 minutes).

eComment: Recreation Open Space should remain as ROS, and especially in this location that is not infill - Staff doesn't explain its statement that "we" expected private land owners to apply for these zone changes or that should somehow make it acceptable? - there is no reasonable requirement to allow such a change in use.

[View and Analyze eComments](#)

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A Professional
Law Corporation

Adam E. Weinacker
Attorney at Law
Direct 801.536.6911
AWeinacker@parsonsbehle.com

April 7, 2022

BY EMAIL AND U.S. MAIL

Park City Planning Commission
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060
planning@parkcity.org

**Re: Bransford Land Company, LLC – Zone Change Application for
Parcels PCA-S-79-B and PCA-S-79-C**

Dear Planning Commission:

Our firm represents several affiliates of Extell Development Company (collectively “Extell”) that own property on Flagstaff Mountain. It has come to our attention that Bransford Land Company, LLC (“Bransford”) has submitted an application for a zoning change for two Flagstaff parcels—PCA-S-79-B and PCA-S-79-C.¹

We write to make sure the Commission is aware that Extell owns property between Red Cloud Trail and PCA-S-79-B and PCA-S-79-C, and that Bransford does not have a written easement agreement permitting vehicular or other access to its parcels from Red Cloud Trail across Extell’s property. Bransford and Extell are in active litigation over whether Bransford has an implied or prescriptive easement to access Bransford’s parcels, as well as the scope of Bransford’s alleged easement. Extell vigorously disputes Bransford’s claimed access rights across its property—including vehicular access for development—and opposes the installation of utilities across its property to serve the Bransford parcels. Extell will robustly resist any attempt to provide for such utilities or access across its property.

Because Bransford lacks ensured access—including vehicular access for development—or utilities to the Bransford parcels, the application to change the zoning of Bransford’s parcels to “estate” is inconsistent with the purpose of that zoning designation and is premature. The zoning application should therefore be denied.

¹ We have made several requests to the Planning Department for any final application submitted after Bransford’s initial application submitted in October 2021. That initial application, in our view, did not satisfy all submittal requirements. We have not received any additional application..

A. The Bransford Application Is Inconsistent with the Purpose of Estate Zoning.

Bransford's application requests a zoning change from "R.O.S." to "E-Estate" for PCA-S-79-B and PCA-S-79-C. "Estate" zoning is intended for "very low density, environmentally sensitive residential [d]evelopment."² Park City's municipal code assumes that lots zoned as "estate" are capable of such development and are accessible.³

Because Bransford's parcels do not have ensured access from Red Cloud Trail, or a right to install utilities across the Extell properties to permit development, Bransford's zoning change application is inconsistent with the City's municipal code. It should be denied for that reason.

B. Bransford Has Conceded that It Lacks Access, and Extell Disputes Bransford's Claimed Access Across Its Lands in Litigation. Accordingly, the Application is Premature.

Because Bransford cannot develop its parcels without access or utilities, the zoning change application is premature.

In communications with the Park City Planning Department, Bransford conceded it does not have ensured access to its parcels. Bransford has correctly noted that it "has been unable to negotiate an Easement from [Red Cloud Trail] to the BLC Property Line" across the Extell property, and that access from Red Cloud Trail is 1,000 feet away.⁴

As you may recall, several years ago the Mayflower Stichting entities attempted to establish access to Flagstaff lands through litigation and failed in that effort.⁵ Extell likewise disputes that Bransford has a historic access rights across the Extell properties, which are formerly Mayflower lands. Extell also disputes the scope of Bransford's claimed easement in the ongoing litigation. Thus, the issue of access is still very much unsettled. Extell believes it is improper for Bransford to attempt to obtain "estate" zoning for parcels that cannot be developed under the current state of affairs.

Even if Bransford were able to establish its alleged easement through trial and appeal—and Extell intends to defend those efforts at all stages—the claimed route would overlay Deer Valley's Ontario ski run. The Commission should be aware that the Bransford zoning application is part of a plan to develop parcels for which ensured access and utility service do not exist, and which may very well interfere with ski operations.

² Park City Mun. Code § 15-2.10-1.

³ See, e.g., *id.* § 15-2.10-3 ("Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.").

⁴ See Bransford Land Company's Zone Change Justification, attached as Exhibit A.

⁵ See *Stichting Mayflower Mountain Fonds v. United Park City Mines Company*, 2017 UT 42.

April 7, 2022
Page Three

Further, even if Bransford were to gain access to its parcels, it does not have a claim in the current litigation that would permit it to ensure that utilities serve the parcels. Extell would oppose any such effort, including any eminent domain proceedings, which would be an improper use of that power to serve a clearly private use.

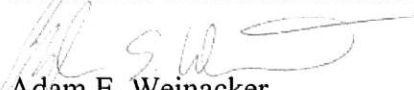
* * *

On March 15, 2022, Anne Bransford, a member of Bransford Land Company, gave public comment on “Deer Valley Development Company’s Petition for the City to Vacate Portions of Right-Of-Way on Deer Valley Drive West and South, and to Dedicate Doe Pass Road to the City, as Part of the Snow Park Village Subdivision Application.” She urged the Commission to get clarity on that petition before delivering the plan to the City Council. And she urged the applicant to “communicate with [its] neighbors” in approaching its development plans.

The Commission should likewise have full clarity about Bransford’s application and understand how this step relates to parcels with no ensured access or utility service. It should also take notice that Bransford’s neighbor Extell objects to Bransford’s efforts to attempt to develop the parcels and negatively impact Extell’s property in doing so. As explained herein, Bransford’s application is inconsistent with the City’s code, is premature, and should be denied.

Sincerely,

PARSONS BEHLE & LATIMER



Adam E. Weinacker
Attorney at Law

AEW:

Attachment

cc: Thomas Barton (via email: tbarton@parsonsbhle.com)
Sarah Hall (via email: sarah.hall@parkcity.org)
John Kenworthy (via email: john.kenworthy@parkcity.org)
John Phillips (via email: john.phillips@parkcity.org)
Laura Suesser (via email: laura.suesser@parkcity.org)
Douglas Thimm (via email: douglas.thimm@parkcity.org)
Christin Van Dine (via email: christin.vandine@parkcity.org)
Gretchen Milliken (via email: gretchen.milliken@parkcity.org)
Makena Hawley (via email: makena.hawley@parkcity.org)
Mark Harrington (via email: mark@parkcity.org)
Margaret Plane (via email: margaret.plane@parkcity.org)
Jennifer Ingrassia (via email: jingrassia@alterramtnco.com)
Rich Wagner (via email: riwagner@alterramtnco.com)

1 Hi, there, Doug Ogilvy. If you'd called the 22nd, I'd of
2 come back then.
3 Anyway, I've been the President of the Empire Pass Master
4 Association for the past ten years, so I'm quite familiar
5 with the Bransford property and have had good
6 relationships with the Bransford family during that time.
7 I've also spent probably as much time reading the
8 Flagstaff Development Agreement as most people in this
9 town, and I think the proposed use is consistent with what
10 was originally envisioned in the Flagstaff Development
11 Agreement. I think it's compatible with the adjacent
12 community in Red Cloud. Representing the declarant for
13 Empire Pass, we did grant Bransford Land easement rights
14 over both Empire Twisted Branch Road and Red Cloud Trail,
15 conditioned on the use as being limited to single detached
16 housing or a chapel, something else that had previously
17 been considered. So overall, I'd say I think what the
18 Bransford family is proposing for this property is
19 appropriate, compatible with the community, and I would
> 20 support it.

05:00:36 PM

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City Council Staff Report



Subject: 2545 Lucky John Drive
Application: PL-22-05390
Author: Alexandra Ananth, Sr. Planner
Date: January 24, 2023
Type of Item: Administrative – Plat Amendment

Recommendation

(1) Review the requested Plat Amendment to remove a recorded shared driveway easement shown on the plat; (2) hold a public hearing; and (3) consider approving Ordinance 2023-04, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval (Exhibit A).

Description

Applicant: Eric C. Morgan
Location: 2545 Lucky John Drive
Zoning District: Single Family (SF)
Adjacent Land Uses: Single Family Residential
Reason for Review: Plat Amendments require Planning Commission review and City Council review and action¹

CCR Covenants, Conditions and Restrictions
HOA Homeowner Association
LMC Land Management Code
SF Single Family

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

The Applicant and current owner of Lots 30 and 31 of the Holiday Ranchettes Subdivision, proposes to remove the shared driveway easement recorded on the Plat for both Lots (Exhibit B and Figure 1 below). Lots 30 and 31 were combined in 1999 through an Administrative Lot Line Adjustment. In 2014, the then owner of the Lots requested that the Lots be separated to their original configuration and a shared driveway was a Condition of Approval (Ordinance No. [14-18](#), [Staff Report](#), [Minutes](#)).

The Planning Commission held a public hearing regarding the proposed Plat Amendment to remove the shared driveway easement on December 14, 2022, and

¹ LMC [§ 15-1-8\(H\)](#)

[illegible]

Background

In August 1999, the then owners of the two Lots combined Lots 30 and 31 into one Lot containing approximately 2 acres, through an Administrative Lot Line Adjustment approved by the Planning Director. Lot 30 (2545 Lucky John Drive) and Lot 31 (2519 Lucky John Drive) effectively became one Lot with an address of 2519 Lucky John Drive. A Single-Family Dwelling with an attached garage was constructed on Lot 30, and a separate detached garage/barn was constructed on Lot 31. The driveway is shared between the residence on Lot 30 and the detached garage/barn on Lot 31.

203

On May 8, 2014, City Council conducted a public hearing and voted to approve the plat amendment with Conditions of Approval as reflected in [Ordinance No. 14-18](#), including a Condition that the shared driveway easement be recorded. The current application seeks to remove this easement.

Analysis

LMC [Section 15-7.1-3\(A\)](#) requires a Plat Amendment to modify platted elements, including easements. Lots 30 and 31 of the Holiday Ranchettes Subdivision are separate one-acre Lots, consistent with the original platted configuration of the Holiday Ranchettes Subdivision. Lot 30 contains a Single-Family Dwelling and Lot 31 contains the garage/barn which the Applicant intends to remove, so that Lot 31 can be redeveloped. The shared driveway easement is recorded on the Plat; therefore, a Plat Amendment is required to remove the easement.

(I) The proposal complies with the Single Family (SF) Zoning District Requirements outlined in LMC § [15-2.11](#).

The purpose of the Single Family (SF) Zoning District is to:

- A. maintain existing predominately Single Family detached residential neighborhoods,
- B. allow for Single Family Development Compatible with existing Developments,
- C. maintain the character of mountain resort neighborhoods with Compatible residential design, and
- D. require Streetscape design that minimizes impacts on existing residents and reduces architectural impacts of the automobile.

Single-Family Dwellings are an Allowed Use in the SF Zoning District. Both Lots meet the Lot and Site Requirements for the SF Zoning District outlined in LMC [Section 15-2.11-3](#), shown in the table below:

Zoning Requirement: SF	Analysis of Proposal
Density – 3 units per acre	Complies Lot 30 is 1 acre; Lot 31 is 1 acre
Setbacks – Front - 20 feet Rear – 15 feet Side – 12 Feet	Existing Dwelling complies – the Setbacks are as follows: Front: 32 feet (Luck John) Front: 194 feet (Holiday Ranch Loop) Side: 21 feet Any future Dwelling on Lot 31 must comply

LMC [Section 15-2.11-4](#) outlines the following Building Height in the SF Zoning District:

Building Height – 28 feet	Existing Dwelling complies , the Single-Family Dwelling is 28 feet in Height Any future Dwelling on Lot 31 must comply
------------------------------	--

LMC [Section 15-3-6](#) requires the following parking;

Parking – two on-site parking spaces per Single-Family Dwelling	Existing Dwelling complies, any future Dwelling on Lot 31 must comply
---	--

(II) Staff recommends Conditions of Approval to comply with the Single-Family Zoning District requirements and the Lots 30 and 31 Holiday Ranchettes Plat.

The Planning Department recommends existing Plat Notes be carried forward including:

1. No access to Lots 30 and 31 is permitted from Holiday Ranch Loop Road (Existing Plat Note 2).
2. Any construction on Lots 30 and 31 shall use the original existing grade (USGS topography that was existing prior to any construction on the Lots) in the calculation of Building Height (Existing Plat Note 6).

(III) There is Good Cause for the proposed Plat Amendment.

The Planning Commission shall make a finding as to Good Cause prior to making a positive recommendation to City Council.² Land Management Code [§ 15-15-1](#) defines *Good Cause* as “[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include things such as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and Park City and furthering the health, safety, and welfare of the Park City community.”

The Planning Commission found Good Cause for the proposed Plat Amendment to both Lots 30 and 31 as the removal of the shared driveway allows for redevelopment of Lot 31 consistent with the existing residential neighborhood and originally approved Subdivision, will have no negative impacts to the public, and does not create any non-conformities. No other Lots in the Subdivision appear to have a shared driveway.

Department Review

² LMC [§ 15-7.1-6\(C\)](#)

The Planning Department, Engineering Department, and City Attorney's Office reviewed this staff report.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on November 30, 2022. Staff mailed courtesy notice to property owners within 300 feet on November 30, 2022. The *Park Record* published notice on November 30, 2022.³

Public Input

Staff did not receive any public input prior to the issuance of this Staff Report except for a letter of support from the Holiday Ranchettes HOA Architectural Committee (Exhibit E). No public input was given at the Planning Commission public hearing.

Alternatives

- The City Council may approve Ordinance No. 2023-04;
- The Council may deny Ordinance No. 2023-04 and direct staff to make Findings for this decision; or
- The Council may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance 2023-04

Exhibit B: Existing Plat

Exhibit C: Holiday Ranchettes Subdivision Plat 1974

Exhibit D: Topographic Survey Lots 30 & 31

Exhibit E: Letter of Support Holiday Ranchettes HOA

³ LMC [§ 15-1-21](#)

Ordinance No. 2023-04

AN ORDINANCE APPROVING LOTS 30 AND 31 HOLIDAY RANCHETTES FIRST AMENDED PLAT, LOCATED AT 2545 AND 2519 LUCKY JOHN DRIVE, PARK CITY, UTAH

WHEREAS, the owner of the property located at 2519 and 2545 Lucky John Drive petitioned the City Council for approval of a Plat Amendment to remove the shared driveway easement recorded on the Plat of Lots 30 and 31 of the Holiday Ranchettes Subdivision; and

WHEREAS, on November 30, 2022, proper legal notice was published in the Park Record, according to requirements of the Land Management Code; and

WHEREAS, on November 30, 2022, the property was posted, and notice was provided according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on December 14, 2022, to receive input on the proposed plat amendment; and

WHEREAS, the Planning Commission forwarded a positive recommendation to the City Council, on December 14, 2022; and,

WHEREAS, on January 24, 2023, the City Council held a public hearing and _____ the plat amendment.

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

SECTION 1. APPROVAL. The Lots 30 and 31 Holiday Ranchettes First Amended Plat, located at 2519 and 2545 Lucky John Drive of the Holiday Ranchettes Subdivision, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 2519 and 2545 Lucky John Drive.
2. The property is in the Single Family (SF) Zoning District.
3. The property consists of two one-acre lots, known as Lot 30 and 31 Holiday Ranchettes and includes a recorded driveway easement shared by both Lots.
4. The owner wishes to remove the shared driveway easement between Lots 30 and 31 of the Holiday Ranchettes Subdivision.
5. No other properties will be affected by this proposal.
6. Each lot will be one acre in area, consistent with the 1974 Holiday Ranchettes Subdivision platted configuration. There is no change to Density.
7. Both Lots 30 and 31 have double frontage onto Lucky John Drive and Holiday Ranch Loop Road. The 1974 Holiday Ranchettes Subdivision includes notes restricting access from Lucky John Drive that have been carried forward with this Plat Amendment.

8. The minimum setback requirements are 20 feet for the front yard and 12 feet for the side yards. Front facing garages require a 25-foot front setback. The rear setback requirement of 15 feet is not applicable due to the double frontage nature of both lots.
9. There is an existing Single-Family Dwelling on Lot 30 that complies with all required Setbacks.
10. There is an existing garage/storage structure on Lot 31 that will be demolished.
11. The shared driveway easement between Lots 30 and 31 of the Holiday Ranchettes Subdivision will no longer be necessary, following the demolition of the garage/storage structure on Lot 31.
12. The pattern of development in the neighborhood includes primary access to these double frontage lots from Lucky John Drive and not from Holiday Ranch Loop Road, providing consistent building Setback areas along Lucky John Drive and Holiday Ranch Loop Road.
13. The Plat provides for a restriction of access to Lucky John Drive and this restriction has been carried forward with this Plat Amendment.
14. Drainage and utilities have already been relocated to accommodate both Lots 30 and 31 separately.
15. There is good cause for the removal of the existing shared driveway easement between Lots 30 and 31 of the Holiday Ranchettes Subdivision as the removal of the shared driveway allows for redevelopment of Lot 31 consistent with the existing residential neighborhood and originally approved Holiday Ranchettes Subdivision, will have no negative impacts to the public, and does not create any non-conformities. No other Lots in the Subdivision appear to have shared driveways.
16. The Holiday Ranchettes HOA Architectural Committee submitted a letter of support for the removal of the shared driveway easement.

Conclusions of Law:

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

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration and an extension is granted by the City Council.
3. A Plat Note shall indicate no access to Lots 30 and 31 is permitted from Holiday Ranch Loop Road.

4. A Plat Note shall indicate any construction on Lots 30 and 31 shall use the original existing grade (USGS topography that was existing prior to any construction on the Lots) in the calculation of Building Height.
5. A Plat Note Shall indicate this Plat is subject to Ordinance 2023-04.

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

PASSED AND ADOPTED this 24th of January 2023.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

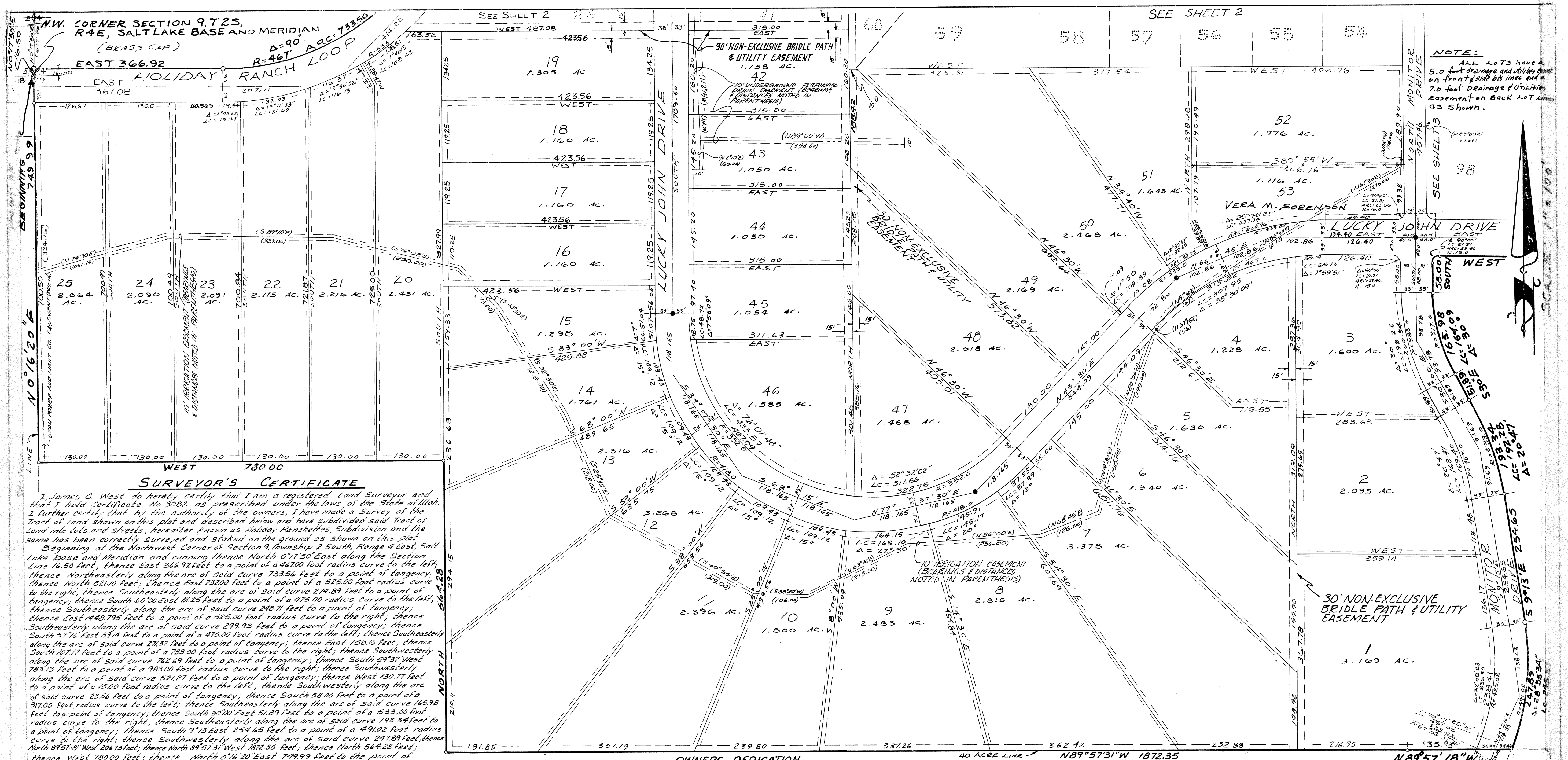
ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

Attachment 1: Lots 30 and 31 Holiday Ranchettes First Amended Plat



NOTE:
ALL Lots have a 5.0 foot drainage and utility front on front side lots and a 7.0 foot drainage & utilities easement on back lot lines as shown.

SURVEYOR'S CERTIFICATE

I, James G. West do hereby certify that I am a registered Land Surveyor and that I hold Certificate No. 3082, as prescribed under the laws of the State of Utah. I further certify that by the authority of the owners, I have made a Survey of the Tract of land shown on this plat and described below and have subdivided said Tract of land into lots and streets, hereafter known as Holiday Ranchettes Subdivision and the same has been correctly surveyed and staked on the ground as shown on this plat.

Beginning at the Northwest Corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence North 0°17'50" East along the Section Line 16.50 feet; thence East 366.92 feet to a point of a 467.00 foot radius curve to the left; thence Northeast along the arc of said curve 733.56 feet to a point of tangency; thence North 82°10' East 732.00 feet to a point of a 525.00 foot radius curve to the right; thence Southeast along the arc of said curve 274.89 feet to a point of tangency; thence South 60°00' East 112.5 feet to a point of a 475.00 foot radius curve to the left; thence Southeast along the arc of said curve 248.71 feet to a point of tangency; thence East 148.795 feet to a point of a 525.00 foot radius curve to the right; thence Southeast along the arc of said curve 299.93 feet to a point of tangency; thence South 57°16' East 89.14 feet to a point of a 475.00 foot radius curve to the left; thence Southeast along the arc of said curve 271.37 feet to a point of tangency; thence East 158.16 feet; thence South 107°17' East to a point of a 733.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 762.69 feet to a point of tangency; thence South 59°37' West 783.13 feet to a point of a 983.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 521.27 feet to a point of tangency; thence West 130.77 feet to a point of a 150.00 foot radius curve to the left; thence Southwesterly along the arc of said curve 235.6 feet to a point of tangency; thence South 58°00' East to a point of a 317.00 foot radius curve to the left; thence Southeast along the arc of said curve 163.98 feet to a point of tangency; thence South 30°00' East 51.89 feet to a point of a 533.00 foot radius curve to the right; thence Southeast along the arc of said curve 193.34 feet to a point of tangency; thence South 9°13' East 254.65 feet to a point of a 491.02 foot radius curve to the right; thence Southwesterly along the arc of said curve 247.89 feet; thence North 89°57'18" West 206.73 feet; thence North 89°57'31" West 1872.35 feet; thence North 56°42'28" West 780.00 feet; thence North 0°16'20" East 749.99 feet to the point of beginning. Contains 170,980 Acres.

Know all men by these presents that we the undersigned owners of the herein described tract of land having caused same to be subdivided into lots and streets to be hereafter known as Holiday Ranchettes Subdivision do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use. In witness whereof we have hereunto set our hands this 11th day of April, AD 1974.

OWNERS DEDICATION
WESTERN MORTGAGE CORPORATION A DIVISION OF UNIONAMERICA INC.
A CALIFORNIA CORPORATION

W. Scott Hroza, Second Vice President
James H. Donnell, Vice President

GREATER PARK CITY COMPANY
A UTAH CORPORATION

Warren King, President
Jack Johnson, Vice President

ROYAL STREET CORPORATION
A LOUISIANA CORPORATION

Edgar B. Stern Jr., Chairman of the Board
VERA M. SORENSON, OWNER

Edgar M. Sorenson, OWNER
VERA M. SORENSON, OWNER

ACKNOWLEDGMENT

STATE OF UTAH } SS
County of Summit }
On this 11th day of April, AD 1974, personally appeared before me the undersigned Notary Public in and for said State and County, W. Scott Hroza, Chairman of the Board, and Robert W. Wells, Assistant Treasurer of Royal Street Corporation, a Louisiana Corporation, that they signed the Owners Dedication freely and voluntarily for and in behalf of said Corporation for the purpose therein mentioned and that said Corporation executed the same.

Robert W. Wells, Assistant Treasurer
Notary Public

ACKNOWLEDGEMENT

STATE OF CALIFORNIA } SS
County of San Francisco }
On this 22nd day of March, AD 1974, personally appeared before me the undersigned Notary Public in and for said State and County, W. Scott Hroza, Second Vice President, and James H. Donnell, Vice President, who after being duly sworn acknowledged to me that they are the Second Vice President and the Vice President of Western Mortgage Company a Division of Unionamerica Inc. a California Corporation, that they signed the Owners Dedication freely and voluntarily for and in behalf of said Corporation for the purpose therein mentioned and that said Corporation executed the same.

W. Scott Hroza, Second Vice President
James H. Donnell, Vice President
Notary Public

HOLIDAY RANCHETTES SUBDIVISION

A SUBDIVISION LOCATED IN THE NORTH HALF OF SECTION 9, & THE SOUTH HALF OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN.

Denotes Monument

SHEET 3 OF 3 SHEETS

March 8, 1973
DATE

James G. West
JAMES G. WEST, SURVEYOR
LICENSE NO. 3082

ACKNOWLEDGMENT

STATE OF UTAH } SS
County of Summit }
On this 11th day of April, AD 1974, personally appeared before me the undersigned Notary Public in and for said State and County, Warren King, President and Jack Johnson, Vice President, who after being duly sworn acknowledged to me that they are the President and Vice President of Greater Park City Company, a Utah Corporation, that they signed the Owners Dedication freely and voluntarily for and in behalf of said Corporation for the purpose therein mentioned and that said Corporation executed the same.

Warren King, President
Jack Johnson, Vice President
Notary Public

ACKNOWLEDGMENT

STATE OF UTAH } SS
County of Summit }
On this 11th day of April, AD 1974, personally appeared before me the undersigned Notary Public in and for said State and County, Vera M. Sorenson, owner, who after being duly sworn acknowledged to me that she is the owner, and that she signed the Owners Dedication freely and voluntarily for the purpose therein mentioned and that said owner executed the same.

Vera M. Sorenson, OWNER
Notary Public

My Commission Expires 11-1-76
Residing in Summit County, Utah

My Commission Expires 1-6-77
Residing in Summit County, Utah

My Commission Expires MAY 21, 1975
Residing in San Mateo County, Calif.

PREPARED BY GREATER PARK CITY CO. Box 39 PARK CITY, UTAH 84060 PHONE 649-8111 BY: STAN VINCENT	CITY PLANNING COMMISSION APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION THIS 8th DAY OF MAY AD 1974 Victor C. Buch CHAIRMAN	ENGINEERS CERTIFICATE APPROVED AND ACCEPTED BY THE PARK CITY ENGINEERING DEPARTMENT THIS 8th DAY OF MAY AD 1974 John A. Arnesen PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS 10th DAY OF MAY AD 1974 Cathy A. Arnesen PARK CITY ATTORNEY	CERTIFICATE OF ATTEST ATTEST THIS 16th DAY OF MAY AD 1974 Bruce C. Decker PARK CITY RECORDER	COUNCIL APPROVAL & ACCEPTANCE APPROVED AND ACCEPTED BY THE PARK CITY COUNCIL THIS 16th DAY OF MAY AD 1974 John Elmer MAYOR	RECORDED 123347 STATE OF UTAH COUNTY OF SUMMIT RECORDED AND FILED AT THE REQUEST OF Greater Park City Company DATE 5-31-1974 TIME 2:10 Book PAGE 39.50 FEE # A Wanda Y. Spriggs SUMMIT COUNTY RECORDER
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SURVEYOR'S CERTIFICATE

I, JAMES G. WEST DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO 3082 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER KNOWN AS HOLIDAY RANCHETTES SUBDIVISION AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION.

March 8, 1973
DATE

James G. West
JAMES G. WEST, SURVEYOR

NOTE:

All lots have a 5.0 foot drainage & utilities easement on front lot and side lot lines & a 7.0 foot drainage & utilities easement on back lot lines as shown.

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF SAN FRANCISCO }
ON THIS 22ND DAY OF MARCH AD 1974 PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, W. SCOTT HEDGA SECOND VICE-PRESIDENT AND JAMES H. DONELL VICE-PRESIDENT WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY ARE THE SECOND VICE-PRESIDENT AND THE VICE-PRESIDENT OF WESTERN MORTGAGE COMPANY A DIVISION OF UNIONAMERICA INC. A CALIFORNIA CORPORATION THAT THEY SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSE THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

James G. West
NOTARY PUBLIC

MY COMMISSION EXPIRES MAY 21, 1975
RESIDING IN SAN MATEO COUNTY, CALIF.

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SUMMIT }
ON THIS 8th DAY OF June AD 1973 PERSONALLY APPEARED before me the Undersigned Notary Public in and for said State and County, Vera M. Sorenson owner, who after being duly sworn, acknowledged to me that she is the owner that she signed the owners dedication freely and voluntarily for and in behalf of said owner for the purpose therein mentioned and that said owner executed the same.

Jan Wilkins Jr.
NOTARY PUBLIC

MY COMMISSION EXPIRES 11-1-76
RESIDING IN SUMMIT COUNTY, UTAH

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SUMMIT }
ON THIS 14 DAY OF March AD 1973 PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, J. WARREN KING PRESIDENT AND JACK J. JOHNSON VICE PRESIDENT WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY ARE THE PRESIDENT AND VICE-PRESIDENT OF GREATER PARK CITY COMPANY A UTAH CORPORATION, THAT THEY SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSE THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

Jan Wilkins Jr.
NOTARY PUBLIC

MY COMMISSION EXPIRES 11-1-76
RESIDING IN SUMMIT COUNTY, UTAH

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SUMMIT }
ON THIS 11th DAY OF April AD 1974 PERSONALLY APPEARED before me the undersigned Notary Public in and for said State and County Edgar B. Stern Jr., Chairman of the Board and Robert W. Wells Assistant Treasurer, who after being duly sworn, acknowledged to me that they are the Chairman of the Board and the Assistant Treasurer of Royal Street Corporation, a Louisiana Corporation, that they signed the Owners Dedication freely and voluntarily for and in behalf of said Corporation for the purpose therein mentioned and that said Corporation executed the same.

Edgar B. Stern Jr.
NOTARY PUBLIC

My Commission Expires 6-1-77
Residing in Louisiana County UTAH

HOLIDAY RANCHETTES SUBDIVISION

A SUBDIVISION LOCATED IN THE NORTH HALF OF SECTION 9 & THE SOUTH HALF OF SECTION 4 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN

• Denotes Monuments

PREPARED BY
GREATER PARK CITY CO.
BOX 39
PARK CITY, UTAH
84060
Phone 649-8111

CITY PLANNING COMMISSION
APPROVED AND ACCEPTED BY THE
PARK CITY PLANNING COMMISSION
THIS 8th DAY OF MAY AD 1974
Victor C. Buck
CHAIRMAN

ENGINEERS CERTIFICATE
APPROVED AND ACCEPTED BY
THE PARK CITY ENGINEERING
DEPARTMENT THIS 8th
DAY OF May AD 1974
John Wilkins
PARK CITY ENGINEER

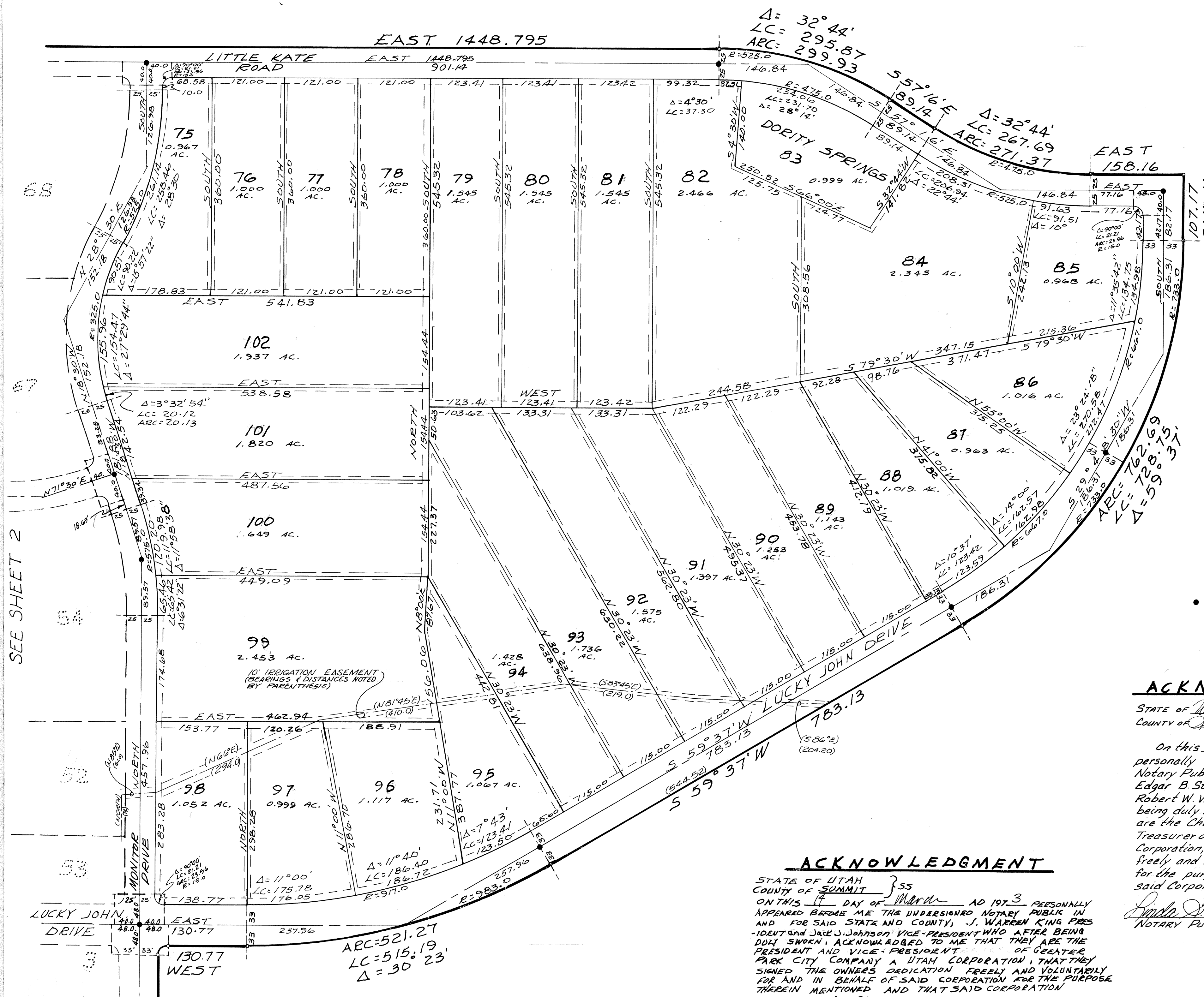
APPROVAL AS TO FORM
APPROVED AS TO FORM
THIS 16th DAY OF MAY
AD 1974
C. A. D.
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
ATTEST THIS 16th DAY OF
MAY AD 1974
Bruce C. Decker
PARK CITY RECORDER

COUNCIL APPROVAL & ACCEPTANCE
APPROVED AND ACCEPTED BY THE
PARK CITY COUNCIL THIS 16th DAY
OF May AD 1974
John E. Price
MAYOR

RECORDED 123347
STATE OF UTAH COUNTY OF SUMMIT
RECORDED AND FILED AT THE REQUEST OF:
Greater Park City Co.
DATES 3-31-74 TIME 2:10 BOOK PAGE
39.50 FEE \$ Wanda Y. Spragg
SUMMIT COUNTY RECORDER

DEC. 72 BY: STAN VINCENT



SURVEYORS CERTIFICATE

I, JAMES G. WEST DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO 3082 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREFTER KNOWN AS HOLIDAY RANCH ETTES SUBDIVISION AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

March 8, 1973
DATE

James G. West
JAMES G. WEST, SURVEYOR

NOTE:

All lots have a 5.0 foot drainage of Utilities easement on front lot lines. Side lot lines 7.0 foot drainage of Utilities easement on back lot lines as shown.

ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF SAN FRANCISCO }
On this 22nd day of MARCH AD 1974, personally appeared before me the undersigned Notary Public in and for said State and County, W. Scott Hrozo, Second Vice-president and James H. Donnell, Vice-president, who after being duly sworn, acknowledged to me that they are the Second Vice-president and the Vice-president of Western Mortgage Company, a Division of Union America Inc. a California Corporation, that they signed the owners Dedication freely and voluntarily for and in behalf of said Corporation for the purpose therein mentioned and that said Corporation executed the same.

James H. Donnell
NOTARY PUBLIC

My Commission Expires MAY 21, 1975
Residing in SAN MATEO county, CALIF.

ACKNOWLEDGMENT

STATE OF UTAH } SS
COUNTY OF SUMMIT }
On this 14th day of April AD 1974, personally appeared before me the undersigned Notary Public in and for said State and County Edgar B. Stern, Jr., Chairman of the Board, and Robert W. Wells, Assistant Treasurer, who after being duly sworn, acknowledged to me that they are the Chairman of the Board and the Assistant Treasurer of Royal Street Corporation, a Louisiana Corporation, that they signed the Owners Dedication freely and voluntarily for and in behalf of said Corporation for the purpose therein mentioned and that said Corporation executed the same.

Edgar B. Stern, Jr.
NOTARY PUBLIC

My Commission Expires 6-1-77
Residing in Utah County, UTAH

ACKNOWLEDGMENT

STATE OF UTAH } SS
COUNTY OF SUMMIT }
On this 8th day of June AD 1973, personally appeared before me the undersigned Notary Public in and for said State and County, Vera M. Sorenson owner, who after being duly sworn, acknowledged to me that she is the owner that she signed the owners dedication freely and voluntarily for and in behalf of said owner for the purpose therein mentioned and that said owner executed the same.

Vera M. Sorenson
NOTARY PUBLIC

My Commission Expires 11-1-76
Residing in SUMMIT County, UTAH

ACKNOWLEDGMENT

STATE OF UTAH } SS
COUNTY OF SUMMIT }
On this 17th day of March AD 1973, personally appeared before me the undersigned Notary Public in and for said State and County, J. WARREN KING PRESIDENT and JACK J. JOHNSON VICE-PRESIDENT WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY ARE THE PRESIDENT AND VICE-PRESIDENT OF GREATER PARK CITY COMPANY, A UTAH CORPORATION, THAT THEY SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSE THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

James G. West
NOTARY PUBLIC

My Commission Expires 11-1-76
Residing in SUMMIT County, UTAH

HOLIDAY RANCHETTES SUBDIVISION

A SUBDIVISION LOCATED IN THE NORTH HALF OF SECTION 9 & THE SOUTH HALF OF SECTION 4 TOWNSHIP 2 SOUTH RANGE 4 EAST SALT LAKE BASE & MERIDIAN

SHEET
3
OF
3
SHEETS

PREPARED BY GREATER PARK CITY CO. BOX 39 84000 DEC. 72	CITY PLANNING COMMISSION APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION THIS 8th DAY OF MAY AD 1973 <i>Victor A. Bush</i> CHAIRMAN	ENGINEERS CERTIFICATE APPROVED AND ACCEPTED BY THE PARK CITY ENGINEERING DEPARTMENT THIS 5th DAY OF May AD 1974 <i>John E. Spinks</i> PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS 10th DAY OF May AD 1974 <i>John E. Spinks</i> PARK CITY ATTORNEY	CERTIFICATE OF ATTEST ATTEST THIS 16th DAY OF MAY AD 1974 <i>Bruce C. Decker</i> PARK CITY RECORDER	COUNCIL APPROVAL & ACCEPTANCE APPROVED AND ACCEPTED BY THE PARK CITY COUNCIL THIS 16th DAY OF May AD 1974 <i>John E. Spinks</i> MAYOR	RECORDED 123347 STATE OF UTAH COUNTY OF SUMMIT. RECORDED AND FILED AT THE REQUEST OF: Greater Park City Co. DATE 5.31.74 TIME 2:10 BOOK - PAGE - 39.50 FEE \$ <i>Nanda Y. Spinks</i> SUMMIT COUNTY RECORDER
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BOUNDARY & TOPOGRAPHIC SURVEY MAP

LOTS 30 & 31, LOTS 30 & 31 HOLIDAY RANCHETTES

LOCATED IN SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

HOLIDAY RANCHETTE SUBDIVISION
ENTRY No. 123347

LOT 32

LOT 35

HOLIDAY RANCHETTE SUBDIVISION
ENTRY No. 123347

LOT 31
2519 LUCKY JOHN DRIVE
PARCEL HR-31-RE

LOT 36

LEGAL DESCRIPTION:
Lots 30 and 31, HOLIDAY RANCHETTES SUBDIVISION, according to the plat that re-established the original plat of Lot 30 and 31, Holiday Ranchettes Subdivision, recorded in the Office of Summit County Recorder's Office, records of Summit County, Utah, HR-30-RE and HR-31-RE.

SURVEYOR'S CERTIFICATE:
I, Russell E. Campbell, do hereby certify that I am a Professional Land Surveyor in the State of Utah, License No. 316833, as prescribed under the provisions of the Utah Professional Land Surveyor Act, Chapter 10, Utah Code, which have been derived from direct field observation and represents the true and correct boundary lines and corners as of the date of survey, October 24, 2021.

Russell E. Campbell
2/09/21
Date

1843
RC
RC
RC

LOTS 30 & 31 HOLIDAY RANCHETTES
ENTRY No. 1025659

LOT 30
2519 LUCKY JOHN DRIVE
PARCEL HR-30-RE

LOT 37

NARRATIVE:
This survey was prepared for Eric Morgan. The survey was made to locate the boundary, topography and improvements on Lots 30 and 31 to the new subdivision. The survey was made by direct surface observation as noted. Owner should contact local utility company or splitting municipality for verification and/or location of any underground public utility. The site benchmark is the sewer manhole opposite Lot 30 as shown, E1. 8735.37, NAVD 88 Datum. See the LOTS 30 & 31 HOLIDAY RANCHETTES, Entry No. 1025659, recorded plat for additional notes regarding construction regulations. A Title Report by First American Title Insurance Company, File Number 32682, dated August 04, 2022, was provided by the owner. The Schedule B - Surveyor's Certificate, dated August 04, 2022, was provided by the owner. The plat that re-established the original plat of Lot 30 and 31.

- LEGEND**
- BOUNDARY LINE
 - SHOW STORAGE EASEMENT
 - PUBLIC UTILITY AND DRAINAGE EASEMENT
 - SET BACK & CAP L.S. 25653
 - FOUND REMAIN & CAP (AS NOTED)
 - EXISTING CONCRETE DRIVE MANHOLE
 - SANITARY 20" DIA. LATERAL
 - WATER METER
 - TELEPHONE BOX
 - ELECTRICAL BOX

LOT 29

HOLIDAY RANCHETTE SUBDIVISION
ENTRY No. 123347

0 10 20 30 40 50 60 70 80
SCALE: 1"=20'

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

SHEET
1 of 1

BASELINE SURVEYING, Inc.
14200 S. 2000 E. SUITE 100
SALT LAKE CITY, UT 84116
(801) 209-2152

REVISIONS	DATE	BY	COMMENTS

1843	RC	RC	RC

BOUNDARY & TOPOGRAPHIC SURVEY
LOTS 30 & 31
2519 & 2545 HOLIDAY RANCHETTES
SUMMIT COUNTY, UTAH

To: Whom It May Concern with in Park City Municipal Planning Dept

16 Nov 2022

From: HOA Holiday Ranchettes Architectural Committee member Steve Streamer

Subject: **City Ordinance No. 15-55**, Approval of Re-Establishment of Lots 30 and 31 of Holiday Ranchettes subdivision located at 2519 and 2545 Lucky John Drive.

As per Section 1. **APPROVAL. Point 22.** *Proposed conditions of approval require the applicant to provide to the City a letter from the HOA outlining concerns and recommendations regarding any proposed changes to the property, prior to issuance of any building permits.*

As per **Conditions of Approval point 3.** *Prior to making any physical changes to the property and prior to occupancy of the detached garage located on Lot 31, for any use other than as a detached garage and storage building, the applicant shall meet with the HOA (provided that there is an established HOA at the time of the building permit application) shall provide to the City, with any building permit application, a detailed letter from the HOA outlining the HOA's concerns and recommendations with said building permit application. This is noted on the plat.*

The Holiday Ranchettes HOA Architectural Committee (AC) has worked extensively with Eric Morgan (owner of Lots 30 and 31) and we recommend to the City that the owner be allowed to re-establish his lots as per the above mentioned City ordinance. This includes removing the existing shared driveway easement on Lots 30 & 31.

He has submitted to the AC a Lacroix Design LC, site plan dated 6/29/2022, drawing number C 300.5 that was approved by the AC on 19 July 2022.

Regards,


16 Nov 2022

Steve Streamer

Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted by: Michelle Kellogg

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Resolution 02-2023, a Resolution Adopting an Amendment to the 2022 Five-Year Moderate-Income Housing Plan as an Addendum to the Housing Element of the 2014 General Plan for Park City, Utah

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[MIHP Staff Report](#)

[Exhibit A: Notice of Compliance from the State](#)

[Exhibit B: Amended 2022 MIHP](#)

[Exhibit C: MIHP Resolution](#)

City Council Staff Report



Subject: Amendment to the 2022 Moderate Income Housing Plan, Housing Element of the General Plan
Authors: Housing Team
Date: January 24, 2022
Type of Item: Legislative – General Plan Amendment

Recommendation

Review, provide feedback, and conduct a public hearing before accepting the Planning Commission's recommendation to approve the amended 2022 Moderate-Income Housing Plan (MIHP) as an amendment to the [Housing Element of the 2014 General Plan](#) (beginning on page 70).

Background

The Housing Team is returning to the City Council to request approval of the Planning Commission's recommendation to adopt an amendment to the 2022 Moderate-Income Housing Plan (MIHP), which serves as the Housing Element of the General Plan. City Council approved the original Plan on September 1, 2022 ([linked staff report](#) and [linked minutes](#), page 20), after the Planning Commission forwarded a positive recommendation for approval on August 24, 2022.

The Housing Team received notice that the State approved the 2022 MIHP as compliant with the three required strategies (attached as Exhibit A). However, two Strategies submitted as part of the Plan were deemed non-compliant. Four approved Strategies are necessary to receive Priority Consideration for State transportation funding. Since the City is one approved Strategy short, and the deficiency was a technical error only, we recommend immediate correction.

The Housing Team edited the Plan to address the deficiencies associated with two strategies not approved by the State. We request that City Council approve the amended Plan.

Analysis

The Housing Team contacted Alyssa Gamble, State Program Manager of the Moderate-Income Housing Database, to work with her to correct any deficiencies in our original plan. In addition, she advised as to how Park City could reach the level of Priority Consideration and reiterated that the City has 90 days (February 27, 2023) to make the changes and re-submit for review.

Based on direction from Gamble and necessary corrections, the Housing Team returned to the Planning Commission with an Amended 2022 MIHP for review, public input, and a positive recommendation for approval to the City Council. The Planning Commission voted to recommend approval at their meeting on January 11, 2023.

The State's requested adjustments include correcting a typo in Strategy U and needing more interim steps in Strategy N.

1. Under Goal I, Strategy U was listed as: *State Strategy U: Develop a moderate-income housing project for residents who are disabled or 55 years or older.*

To meet the State's requirements, the Strategy must be stated verbatim what is in the code. It is amended to: *State Strategy U: Develop a moderate-income housing project for residents who are disabled or 55 years **old** or older.*

2. Under Goal III, Strategy N is listed as follows: *State Strategy N: Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.*
 - Evaluate the existing policy and propose changes to increase assistance and utilization.
 - PROJECTED COMPLETION: March 2023.

To meet the State's requirements, the Housing Team added interim steps and deadlines as follows: *State Strategy N: Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.*

- **Evaluate the existing mortgage assistance policy to understand why employees are not utilizing the financial assistance program. – Complete evaluation by December 31, 2022.**
- **Complete review and analysis of the employee housing survey to understand employee affordable housing needs and wants. – Complete by January 2023.**
- **Conduct a work session with Council to discuss updated Employee Housing Policies, including an updated Mortgage Assistance program. – Complete by February 2023.**
- **If City Council does not approve an amended Mortgage Assistance program, focus on other housing assistance programs such as long-term affordable rentals or amending the monthly housing allowance to meet current housing costs. – Complete by May 2023**
- **PROJECTED COMPLETION: June 2023.**

The Housing Team made no other changes to the previously approved 2022 MIHP. The Amended 2022 MIHP is attached as Exhibit B.

Exhibits

EXHIBIT A: Notification Letter from the State Department of Workforce Services, Program Manager – Moderate-Income Housing Database

EXHIBIT B: Amended 2022 Moderate-Income Housing Plan and Housing Element to the General Plan

EXHIBIT C: Resolution adopting the Amended 2022 Five-Year Moderate-Income Housing Plan.



State of Utah

SPENCER J. COX
Governor

DEIDRE HENDERSON
Lieutenant Governor

**Department of
Workforce Services**

CASEY R. CAMERON
Executive Director

GREG PARAS
Deputy Director

NATE MCDONALD
Deputy Director

KEVIN BURT
Deputy Director

November 22, 2022

To: Mayor and City Council
Park City

From: Department of Workforce Services
Housing and Community Development Division

Re: Moderate Income Housing Report – 2022 Notice of Compliance

Dear Park City Mayor and City Council,

Thank you for submitting your City's Moderate Income Housing report for this year in fulfillment of requirements set forth in State Code section 10-9a-408(2)(b). The Housing and Community Development Division has reviewed the plan and report and finds that they comply with the requirements set forth in section 10-9a-403(2)(b).

Park City has not met the requirements of 10-9a-408(5)(a)(ii)(A) and is not eligible for Priority Consideration in the 2024 fiscal year for Transportation Commission funding for transportation projects within the boundaries of the municipality and Governor's Office of Planning and Budget Covid-19 Local Assistance Matching Grant Program. The community included six strategies and implementation plans, but only four were found to be compliant.

The Housing and Community Development Division do recommend two changes to correct deficiencies in future years reporting:

1. Update strategy U to match the language included in 10-9a-403(2)(b) and,
2. Provide more detail in the Strategy N implementation plan, detailing the benchmarks and next steps to implement the strategy.

Section 10-9a-408(2)(c) requires each municipality's report starting in 2023 to describe action taken by the municipality towards implementation of the selected strategies, including how each land use decision or regulation supports the implementation of the moderate income housing strategies, barriers encountered, accessory dwelling unit information, the market's response to the strategies and implementation plans, and recommendations to the State regarding how the State can support the municipality in implementing strategies. As you prepare for next year's reporting, please keep those key points in mind and start collecting any necessary information



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now. The Division is working on a database of information to help you complete those reports and should have that available soon.

If you have any questions or concerns, please contact Alyssa Gamble at angamble@utah.gov or 385-249-4808. I am available to discuss any questions, comments, or concerns. You may add a time to my calendar using this link: <https://calendar.app.google/GWQagr3YuLmKxkaJ7>.

Sincerely,

Alyssa Gamble
Program Manager – Moderate Income Housing Database
Housing and Community Development
Department of Workforce Services



2022



Amended Five-Year Moderate Income Housing Plan



Housing Element To the General Plan

Park City Municipal Corporation
Adopted January 24, 2023



Amended 2022 Five-Year Moderate Income Housing Plan Housing Element of the General Plan

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2022 Five-Year Moderate Income Housing Plan

Housing Element of the General Plan

INTRODUCTION

This plan is prepared consistent with Section 10-9a-403 of the Utah Code, which requires municipalities to complete a Moderate-Income Housing Plan (MIHP) as the Housing Element of the General Plan. Per state code, the plan contains an estimate of the need in Park City for additional moderate-income housing. It also outlines the strategies the City will use to facilitate a reasonable opportunity for a variety of units to be built "to allow persons with moderate incomes to benefit from and fully participate in all aspects of neighborhood and community life."¹ The State's definition of moderate income is equal to 80 percent of Area Median Income (AMI)² and in 2022, AMI for a family of three is \$96,984 in Summit County.

A universally accepted formula defines housing affordability: households should spend no more than 30 percent on housing costs.³

BACKGROUND

Park City Municipal Corporation has a long history of ensuring that there are affordable housing options for Park City community members. One of the City Council's primary goals is to develop and maintain a range of affordable, quality housing opportunities that meet the life cycle needs of households at all economic levels. Since the early 90s, the City Council has been forward-thinking about building and preserving affordable housing. In 1993, Park City issued the first of many housing resolutions that grew more aggressive with each update as the affordable housing crisis worsened. The most recent update – [Housing Resolution 05-2021](#) – was adopted in April 2021.

General Plan

Housing affordability for a diverse range of income levels is critical to maintaining a complete and vibrant community. To that end, the [Housing Element of the 2014 General Plan](#) established Goals 7 & 8 to preserve and develop Lifecycle and Workforce Housing. This Plan replaces these goals and utilizes a number of the elements of the Housing Tool Box found beginning on page 88 at this [LINK](#). The City has and continues to utilize a number of the tools in the Housing Tool Box such as:

- Use of city-owned property for affordable housing development.
- Use of funding from Redevelopment Authorities to finance the construction of units.

¹ Utah Municipal Code: Municipal Land Use, Development, and Management Act, Plan Preparation (10-9a-403).

² AMI is a formula utilized by the Department of Housing and Urban Development as a benchmark for housing affordability.

³ AFFORDABLE HOUSING: In general, housing for which the occupant(s) is/are paying no more than 30 percent of income for gross housing costs, including utilities. Some jurisdictions may define affordable housing based on other locally determined criteria. This definition is intended solely as an approximate guideline or general rule of thumb – from the HUD User website at http://www.huduser.org/portal/glossary/glossary_a.html.

- Use of Inclusionary Zoning to mitigate the impact of large developments on the need for affordable housing.
- Amend the Land Management Code to incentivize the private development of affordable housing.
- Maintain City employee housing programs.
- Continue to update deed restrictions on affordable units to protect the integrity of the program and preserve affordability.

Past updated Housing Elements to the General Plan were approved in 2020 and 2021 and are [LINKED here](#). In addition, as a result of ongoing planning that included measurable outcomes and timelines, the City has accomplished the following:

- Completion of 112 additional affordable and attainable units through public/private partnerships, direct city-sponsored development, and housing obligations resulting from development agreements.
- Amendments to the Land Management Code (LMC) to establish an Affordable Master Plan Development, incentivizing private developers to build affordable housing.
- Amendments to the LMC to reduce barriers to the development of accessory dwelling units (ADUs).
- Use of Redevelopment Authority Bonds for the development of low- and moderate-income rentals on several city-owned properties.
- Collaboration with the Transportation Planning Team to explore opportunities to locate affordable housing density near transit.
- Development of a new electronic platform for tracking affordable and attainable housing inventory, managing the waitlist for future sales, conducting annual compliance reviews, and housing obligations resulting from applicable development agreements.

Existing Inventory of Moderate-Income Housing

In 2016, City Council allocated approximately \$19 million in Lower Park Ave RDA bond funds and \$5 million in Additional Resort Communities Sales Tax revenue to fund housing projects. The goal was to use various tools, including direct development, participation in public/private partnerships, and purchase/preservation of existing units. In addition to the funding allocation, the City Council established a community goal of 800 new affordable units by 2026. The 800 figure is a recommendation from a [Housing Policy Study](#) completed in 2016, which recommended 80 new units added annually to maintain 15 percent of the workforce living in town.

Since 2000, housing plans have focused primarily on increasing the number of for-sale units to fill a void of for-sale options for lower-income households. As young workforce households matured, there were few options for moving from affordable rentals to affordable sales. In 2000, seven percent of affordable units were owner-occupied, and ninety-three percent were rentals. By 2010, the ratio of for-sale to rental units was 21 percent to 79, and today they are 33 percent to 67. The last five-year plan, completed in 2017, acknowledged the need for more long-term rentals but suggested the City maintain a focus on for-sale units.

The City has played a leadership role in bringing for-sale units to market to help keep the growing workforce households in town. Infill and municipally funded affordable housing projects included Central Park City Condominiums, The Retreat at the Park, and Woodside Park Phase I. These projects added 27 affordable and attainable⁴ ownership units. The City's partnership with Ivory Homes also added another 68 homes in Park City Heights, a subdivision that, will have 79 deed-restricted homes and 160 market homes when completed.

Based on the most recent Park City Housing Market Assessment 2021 completed by James Wood of the University of Utah, the 800-unit goal is no longer sufficient, and the need for affordable rental units has increased significantly.

Today, rental unit availability is nearly nonexistent due to several factors:

1. Rather than traditional apartment buildings, the market development in Park City has been condominium buildings that are priced out of range for the primary workforce earning 63 percent of AMI or \$76,416 annually.
2. Many long-term rentals have been converted to short-term vacation use in recent years.
3. New affordable rental buildings haven't been built for more than 25 years.

Based upon the above factors and James Wood's recommendation, the city will need to re-evaluate its housing goals from 2016. The goals should consider the need for the production of 800 to 1,000 new units in the next five years, adding both rental units and for-sale units to the inventory. In addition, based on needs identified in the 2021 Housing Market Assessment, new development should maintain an 80/20 ratio between rental and for-sale units,⁵ with rental units be targeted to household incomes at 63 or below percent of AMI.

Today, there are 651 moderate-income homes in Park City, a community of 3,193⁶ year-round households. The current inventory represents 439 rental units and 212 owner-

Table 1 Status of Current Inventory

Total # of Housing Units	Renter-Occupied	Owner-Occupied	# of Bedrooms	AGE	#	# of LIHTC	# of Vouchers
651	439	212	SRO: 52	>2020	0	324	2
			Studio: 34	2010-2019	186		
			1 bd: 62	2000-2009	96		
			2 bd: 188	1990-1999	247		
			3 bd: 301	1980-1989	0		
			4 bd: 14	1970-1979	122		

⁴ Attainable units are defined as those affordable to households earning 80 to 150% of Area Median Income (AMI).

⁵ *Park City's Housing Needs Assessment 2021*, Wood, James, page 25 ("Wood Study").

⁶ Total primary residences (owner-occupied and long-term rentals), according to the Summit County Assessor's office. This number differs slightly from the Census data included in the James Wood study.

occupied. A variety of resources were utilized to build these units. These include: inclusionary housing obligations, Federal Low-Income Housing Tax Credits (LIHTC), USDA Rural Development funds, and local nonprofits such as [Mountainlands Community Housing Trust](#) (MCHT) and [Habitat for Humanity](#). The City has also stepped into the role of developer, developing several infill projects. In the past, the City also assisted private developers to ensure the success of several projects by providing gap loans, land donations, fee waivers, and paying for flood map changes. Recently, the City has shifted strategies and is working in partnership with private developers to develop city-owned properties.

Existing affordable units have been put into service as follows:

Table 2 History of Affordable Unit Construction in Park City

Timing	Source	Number of Units	
		Owner	Rental
1970-1979	Federal United States Department of Agriculture (USDA) Rural Development funding		122
1980-1989	No new units		
1990-1999	Low Income Housing Tax Credits (LIHTC) and in-lieu fee cash from housing obligations	2	202
	Inclusionary Zoning	21	22
2000-2009	Inclusionary Zoning	41	20
	City Development	13	
	Mountainlands Community Housing Trust with City Assistance	22	
	Renovation of 122 aging rental units using LIHTC and USDA Rural Development funding and City Assistance – counted in 1971-1980 above		
2010-2019	Inclusionary Zoning	54	51
	City Public Private Partnerships	42	
	City Development	15	22
	Habitat for Humanity	2	
2020-2022			0
Totals		212	439
Overall Total			651

Based on annual compliance reports and the most recent needs assessment, the affordable units in Park City are serving the following populations:

- Rental units built or preserved with LIHTC and or USDA Rural Development subsidy programs (324) serve low-income households with annual incomes of 35 to 60 percent of AMI (\$42,431 to \$72,738 for a family of three in 2022).⁷
- Rental units built or purchased by the city to serve the needs of transit employees (41) serve very low-income households with annual incomes at 30 percent of AMI (\$36,369 for a family of three).

⁷ Area Median Income (AMI) is calculated by the Department of Housing and Urban Development as a benchmark for housing affordability.

- Rental units built by private developers in fulfillment of housing obligations (76) serve moderate-income households with annual incomes between 60 and 80 percent of AMI (\$72,738 to \$96,984 for a family of three in 2022).
- Owner-occupied units in the Affordable Category (167) also serve moderate-income households with annual incomes between 60 and 80 percent of AMI (\$72,738 to \$96,984 for a family of three in 2022).
- Owner-occupied units in the Attainable Category (43) serve middle-income households with annual incomes between 80 and 150 percent of AMI (\$96,984 to \$181,845).

Park City Municipal also provides employer-assisted housing to help city employees live where they work. Assistance takes the following forms:

- Down-payment and closing cost assistance to help employees to buy homes within the Park City School District boundaries.
- Low-cost rental properties to assist in employee recruitment and retention purposes, helping to provide a temporary location while searching for a permanent home.
- A housing allowance for those living within School District boundaries, and
- Low-cost studio rental units for seasonal transit employees.

ECONOMIC AND DEMOGRAPHIC CONDITIONS

The 2020 Census Bureau states that the population of permanent residents in Park City was 8,564 (see Table 3). The growth rate of Park City's population has varied quite a bit since 2000; however, in the past ten years, it has averaged 1.2 percent annually.⁸ Therefore, using the average of 1.2 percent, the projected total population in five years is 9,308 and 9,886 by 2032.

Table 3 Population Changes in Park City

Year	Park City Population	Absolute Change	Percent Change
1970	1,193	-173	-13%
1980	2,823	1,630	137%
1990	4,468	1,645	58%
2000	7,371	2,903	65%
2010	7,558	187	3%
2020	8,562	1,004	12%

Due to extremely high housing costs, population trends indicate that Park City is becoming less diverse, older, and wealthier. The Census Bureau American Community Survey (ACS) (2020 five-year average) estimates that persons aged 55 and older make

⁸ Wood Study, page 17.

Table 4 Park City Households with incomes below 120% of AMI

AMI Levels	Renters	Owner	Total
≤30% AMI	295	294	589
30% to 50% AMI	175	145	320
50% to 80% AMI	380	116	496
80% to 100% AMI	200	58	258
100% to 120% AMI	41	95	136
Total	1,091	708	1,799

Source: James Wood derived from building permit data, HUD CHAS, and Census Bureau data.

up 30 percent of Park City's population,⁹ an increase from 13 percent in 2000. Park City's median age is 40, nine years older than the statewide median age of 31.2.¹⁰

The number of households with incomes at 80, 50 & 30 percent of AMI has stayed constant in the past ten years at around 40 percent of total households. Based on this,

there will be over 200 additional households in need of subsidized housing in each of the next five years: 216 units by 2027 and 444 by 2032.

The rise in Area Median Income (AMI) indicates how wealthy the community is becoming. In 2022, the AMI for a family of three¹¹ is \$121,230, the highest in Utah. AMI is based on who lives in the community, not who works there. According to the Utah Department of Workforce Services (DWS), the most recent calculation of the median wage earned by a household of three employed in Summit County is \$76,416, which equals 63 percent of AMI.¹² This calculation has remained consistent for several years, as noted in Table 5. Since the average workforce wage is considerably lower than AMI, most of the workforce cannot afford to live in Park City.

The top three workforce sectors in Park City are 1) Accommodation and Food Services, 2) Arts, Entertainment, and Recreation, and 3) Retail Trade. The number of jobs in these sectors makes up close to half of all employment. However, on average, these jobs pay substantially lower wages. The economy depends on tourism, and visitors to Park City demand a high level of service, which requires a large workforce. Household wages in the leisure and hospitality categories earned a household median wage of \$59,914 in 2021, 22 percent less than Summit County's median household wage.

Meanwhile, according to the 2022 first-quarter sales report provided by the Park

Table 5 Comparison of Summit County AMI vs WFW

	100% AMI	100% WFW	WFW as % of AMI
2022	121,230	76,416	63%
2017	93,060	57,173	61%
2012	90,270	55,714	62%
2010	83,970	51,764	62%
2005	75,060	46,746	62%
2000	61,470	42,434	69%

⁹Wood Study, page 15.

¹⁰Woods Study, Page 14.

¹¹ The average household size in Park City is 2.78, according to the 2020 Census American Community Survey (ACS) five-year estimates. Therefore, a more realistic formula is to calculate affordable housing-related data on a three-person family rather than the four-person demographic that HUD uses.

¹² Utah Department of Workforce Services, <https://jobs.utah.gov/wi/data/library/wages/annualprofilewages.html>

City Board of Realtors, housing sales prices in the Park City region remain significantly high. For example, the median price of a single-family home in the first quarter of 2022 was \$3.5 million, and \$890,000 for a condo.¹³ By contrast, without significant gifts or savings, an annual income of \$76,416 can comfortably handle the mortgage of a home or condo at a sale price of approximately \$307,000. Moreover, in the past year, the average price per square foot to build in Park City was between \$400 and \$650, which equals \$360,000 to \$585,000 for a 900 SF unit at cost, which includes no profit for a builder.

Rents have also increased considerably recently. Today, the average rent on a two-bedroom condominium is approximately \$3,000, compared to \$2,200 in 2017. In addition, the long-term rental market is being squeezed by short-term rentals. Many owners converted long-term rental properties to short-term, meaning that full-time community and workforce members are being pushed out in favor of visitors and tourism. Another factor is the lack of new development of rental apartments. According to the Wood Study, new multi-unit apartment properties (traditional apartments, different from condominium projects) haven't been built for more than 25 years.

Table 6 Housing Affordability in Summit County

2022 Housing Affordability				
% of AMI	% of WFW	Annual Income	Affordable Rent/Mortgage	Affordable Purchase Price
30%	48%	\$ 36,369	\$ 909	\$ 128,361
50%	79%	\$ 60,615	\$ 1,515	\$ 213,936
60%	95%	\$ 72,738	\$ 1,818	\$ 256,723
80%	127%	\$ 96,984	\$ 2,425	\$ 342,297
100%	161%	\$ 123,230	\$ 3,031	\$ 427,871
120%	190%	\$ 145,476	\$ 3,637	\$ 513,446

Based on the Wood Study, no viable for-sale or rental units in the Park City market are affordable to households with annual incomes at 80 percent or less of AMI.¹⁴ With limited inventory and high housing costs, most of Park City's workforce must commute to work from outside the area. Over 12,700, or 86 percent, of Park City's workforce commute to their jobs, and 8,800 drive from outside Summit County. Commuters add congestion to the roadways and are not environmentally sustainable. Limited inventory also increases the difficulty of recruiting and retaining employees for local businesses.

Special Needs Populations

Generally, special needs housing is developed in counties or areas with populations much greater than Summit County or Park City. Most smaller communities do not provide special needs housing. However, Mountainlands Community Housing Trust does have a

¹³ 2022 1st Quarter Statistics, Park City Board of Realtors, <https://www.parkcityrealtors.com/www.parkcityrealtors.com/newsroom>.

¹⁴ Wood Study, page 22.

small number of units for transitional housing.¹⁵ In addition, the Peace House, a program serving victims of domestic violence, provides 12 transitional housing units and eight emergency shelter units.

Affordable Housing Mitigation

The City has actively worked to improve affordable housing options in Park City. The City has utilized Public/private partnerships to complete 79 units, and 99 additional units are planned. The City has also built 16 infill homes. In addition, the City's Community Development Team introduced LMC changes to reduce parking and setback requirements and increase height and density allowances for affordable housing projects. Additional LMC changes reduced barriers to developing accessory dwelling units (ADUs). The City's Housing Team is working with a public/private partnership to develop low- and moderate-income rentals. The first project, totaling 123 units (99 affordable and 24 market), is in entitlement.

The Housing Team is also working with private developers to complete 15 affordable units to fulfill housing obligations. There are also new development agreements under consideration with housing obligations that may produce as many as 250 new affordable units.

FIVE YEAR PLAN

Based on the Wood Study and needs analysis, the need for moderate-income units will likely increase by 800 to 1,000 units in five years. The projected units are made up of cost-burdened households, projections of demographic growth, and those units needed to ensure that 15 percent of the workforce can live near their jobs.

The following five-year plan focuses first and foremost on the development of additional moderate-income housing. It is laid out first with overarching goals, followed by objectives and the final section establishes the implementation strategies for year one, July 2022-June 2023. Implementation is laid out to align with State codified strategies included in HR 462, a law that took effect on June 1, 2022.

GOAL I: Facilitate the production of a mix of new housing units to meet the needs of the local workforce, maintain vibrancy, and increase the diversity of the community.

Objective A: Work with public/private partnerships to build new units.

Objective B: Ensure that new units resulting from development agreements are a mix of rental, for sale units.

Objective C: Increase the diversity of housing stock to include various unit sizes and types.

¹⁵ *Park City Housing Needs Assessment 2016*, Wood, James, page 16.

Objective D: Reduce and/or eliminate municipal fees for affordable housing development.

Objective E: Create housing opportunities for both the aging and neuro-diverse populations.

Objective F: Preserve existing moderate-income units.

Objective G: Find ways to build units at various levels of affordability.

GOAL II: Enact zoning changes and amend the Land Management Code to incentivize the development of affordable housing.

Objective A: Change zoning classifications to allow for the development of affordable housing.

Objective B: Provide parking reductions to projects that use alternative transportation options to reduce the need for vehicle travel.

Objective C: Look for opportunities to Increase height and density allowances for affordable housing development where appropriate.

Objective D: Change Land Management Code to incentivize development of affordable ADUs.

GOAL III: Enhance housing assistance programs for City Employees.

Objective A: Expand the employee rental program to include both short and long-term rental options.

Objective B: Continue to evaluate employee housing allowance programs and make changes as necessary.

Objective C: Look for innovative ways to create housing opportunities for City employees.

GOAL IV: Explore new tools to retain permanent residents and preserve community vibrancy.

Objective A: Reduce the impacts that short-term rentals have on our resort community.

Objective B: Pursue programs that will preserve existing housing stock for permanent residential use.

Objective C: Pursue ways to incentivize the development of affordable accessory dwelling units (ADUs).

GOAL I: Facilitate the production of a mix of new housing units to meet the needs of the local workforce, maintain vibrancy, and increase the diversity of the community.

State Strategy C: Demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate-income housing.

- Adopt a plan to rehabilitate municipal property at 516 Marsac Avenue to preserve moderate-income housing in Park City.
- PROJECTED COMPLETION: July 2023.

State Strategy L: Reduce, waive, or eliminate impact fees related to moderate-income housing.

- Work with a private developer to waive building and construction fees for the Homestake affordable housing project, proposed to create 123 units.
- PROJECTED COMPLETION: December 2022.

State Strategy P: Demonstrate utilization of a moderate-income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing.

- Use funds from the Lower Park RDA and affordable housing bond financing to begin the development of the Homestake multi-unit, mixed-income project with 123 proposed units.
- PROJECTED COMPLETION: April 2023

State Strategy U: Develop a moderate-income housing project for residents who are disabled or 55 years old or older.

- Evaluate feasibility and develop a plan to incorporate senior housing and services into the development of a multi-use and multi-generational project located at 1361 Woodside Avenue
- PROJECTED COMPLETION: July 2023

GOAL II: Enact zoning changes and amend the Land Management Code to incentivize the development of affordable housing.

State Strategy A: Rezone for densities necessary to facilitate production of moderate-income housing.

- Issue an RFP to identify a public/private partnership to rezone a portion of the City-owned Mine Bench parcel at 7700 Marsac Avenue to provide higher density for the development of affordable/employee housing.
- PROJECTED COMPLETION: August 2023.

GOAL III: Enhance housing assistance programs for City Employees.

State Strategy N: Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality or any other public employer that operates within the municipality.

- Evaluate the existing mortgage assistance policy to understand why employees aren't utilizing it. – Complete by December 31, 2022.
- Complete review and analysis of employee housing survey to understand employee affordable housing needs and wants. – Complete by January 2023.
- Conduct a work session with Council to discuss updated Employee Housing Policies including an updated Mortgage Assistance program. – Complete by February 2023.
- If City Council doesn't approve an amended Mortgage Assistance program, focus on other housing assistance programs such as long-term affordable rentals or amending the monthly housing allowance to meet current housing costs.– Complete by May 2023
- PROJECTED COMPLETION: June 2023.

**RESOLUTION ADOPTING AN AMENDMENT TO THE 2022 FIVE-YEAR
MODERATE-INCOME HOUSING PLAN AS AN ADDENDUM TO THE HOUSING
ELEMENT OF THE 2014 GENERAL PLAN FOR PARK CITY, UTAH**

WHEREAS the 2022 Five-Year Moderate Income Housing Plan as an Addendum to the 2014 General Plan for Park City, UT was adopted by City Council on September 1, 2022, based on a positive recommendation from the Planning Commission at their meeting on August 24, 2022.

WHEREAS the State Department of Workforce Services provided 90 days for Park City to amend the plan to bring it into compliance for Priority Consideration.

WHEREAS public notice was posted to City Hall, the Utah Public Notice Website, and the City Website on December 21, 2022, published in the Park Record on December 24, 2022, and mailed to affected entities on December 22, 2022, for the January 11, 2023, Planning Commission public hearing and the January 24, 2023 City Council public hearing.

WHEREAS the Planning Commission conducted a public hearing on January 11, 2022, regarding the Amended 2022 Moderate Income Housing Plan as an amendment to the Housing Element of the General Plan.

WHEREAS on January 11, 2022, the Planning Commission voted to forward to the City Council a positive recommendation regarding the Amended 2022 Five-Year Moderate-Income Housing Plan as an amendment to the 2014 Housing Element of the General Plan.

WHEREAS on January 24, 2023, the City Council reviewed the Amended 2022 Five-Year Moderate-Income Housing Plan and held a public hearing pursuant to Utah Code § 10-9a-404 and § 10-9a-408.

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

SECTION 1. ADDENDUM TO THE 2014 PARK CITY GENERAL PLAN. The Amended 2022 Five-Year Moderate-Income Housing Plan attached as Exhibit A hereto is hereby approved and adopted as the Housing Element of the 2014 Park City General Plan.

SECTION 3. FILING OF THE AMENDED 2022 MODERATE- INCOME HOUSING PLAN. The Amended 2022 Five-Year Moderate-Income Housing Plan attached as Exhibit A hereto shall be filed with the Utah Department of Workforce Services by February 27, 2023.

SECTION 4. POSTING OF THE AMENDED 2022 MODERATE-INCOME HOUSING PLAN AS AN ADDENDUM TO THE 2014 GENERAL PLAN FOR PARK CITY, UTAH. The Amended 2022 Five-Year Moderate-Income Housing Plan as Exhibit A hereto shall be posted on the Park City Municipal Corporation website by February 27, 2023.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect upon publication.

PASSED AND ADOPTED this 24th day of January 2023.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted by: Michelle Kellogg

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Purchase the Unit Located at 1959 Cooke Drive for \$264,745; Authorize the Mayor and City Manager to Execute all Documents in a Form Approved by the City Attorney's Office; and Complete all Necessary Repairs to Restore the Unit to Occupancy Standards, Estimated Not to Exceed \$3,650
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Purchase of 1959 Cooke Drive Staff Report](#)

[Exhibit A: MRP for 1959 Cooke Drive](#)

City Council Staff Report

Subject: Purchase of 1959 Cooke Drive
Author: Rhoda Stauffer
Department: Housing
Date: January 24, 2023
Type of Item: Purchase of Real Property

Recommendation

The Housing Team recommends that City Council: 1) exercise the City's option (as per deed restrictions) to purchase the unit located at 1959 Cooke Drive for \$264,745; 2) authorize the City Manager and Mayor to execute all documents in a form approved by the City Attorney's Office; and 3) complete all necessary repairs to restore the unit to occupancy standards, estimated not to exceed \$3,650.

Background

The re-sale process for deed-restricted affordable housing properties has expanded as the number of owner-occupied units in our deed-restricted affordable housing program has grown to 202 units. The Housing Team focuses on long-term viability, affordability, and industry best practices regarding re-sale procedures and policies, and our process has evolved considerably over time.

Until 2019, the Housing Team only acted as a facilitator to assist existing affordable homeowners in selling their units by sending a notice to an informal list of interested households. The rest of the transaction was left up to the seller to find a qualified buyer, and occasionally that resulted in individuals upset there was not a more predictable process.

As Park City became more directly involved in constructing and developing new affordable housing units, we enhanced our management practices to maintain unit affordability and instituted a fair and transparent re-sale system to pre-qualified affordable households. In 2019, we launched our first public [waitlist](#), and a formal application [process](#).

Since then and in most cases, the City has proactively exercised its option to (right of first refusal) purchase and assign the household to the next qualified household on the waitlist. This process allows our team to update the deed restrictions to reflect the latest changes in housing ownership, consider adjusting the sales prices to ensure affordability is maintained, and consider opportunities for municipal employee ownership.

The deed restrictions on the Silver Meadows unit ([attached here](#)) allow 45 days for the City to notify the owner we intend to exercise our option. The Housing Team had a difficult time finding a vendor who had the time to provide the estimates for such a small job resulting in a delay in bringing the decision to Council. Knowing the deadline was upon us (January 16, 2023), we proactively worked with the owner to extend the option to January 24, 2023.

Analysis

The owner notified the Housing Team of the intent to sell on December 2, 2022. We conducted an inspection and revealed several necessary repairs that were health and safety issues, such as ceiling repair from a former water leak and closing a hole in the garage wall. Also, the unit did not meet the standards outlined in the deed restrictions, such as replacement of deteriorated carpet. The Housing Team solicited a bid to make necessary repairs and ensure compliance with building codes and standard conditions in the deed-restrictions. The estimated total cost is \$3,650, including the following:

- Remove and replace deteriorated carpet, \$3,100; and
- Replacement of missing exhaust fan, repair holes, and other minor repairs to bring the unit to “paint-ready” condition as specified in the deed restrictions, \$550.

The Housing Team provided the owner with two options: make repairs to the City's satisfaction or sell the unit at a reduced price, so the Housing Team controls the quality of repairs. The Housing Team doesn't recommend passing the responsibility of the repairs to a new homebuyer. Instead, the owner prefers to sell the unit to the City at a reduced price. The Maximum Re-sale Price (MRP) is \$267,395, which results in a purchase price of \$264,745. The City's repair costs qualify as capital improvements, which allow the City to recoup costs in the sale of the unit at the original MRP of \$267,395.

Re-sale

On two separate occasions, the Housing Team brought a request to City Council to purchase a deed-restricted unit for two different reasons:

- Silver Star unit #25-1 ([attached here](#)) to complete repairs before re-sale; and
- Snow Creek Cottage unit #2085 ([linked here](#)) due to the re-sale price outpacing our affordability goals and moving it from the Affordable to the Attainable category.

In both cases, the Housing Team recommended selling the unit to a City Employee, given the increasingly challenging housing market forcing our employees to drive long distances and making it more desirable to seek employment closer to where they can afford to live.

Council approved that the Silver Star unit be sold to the next qualified applicant on the waitlist and the Snow Creek unit to a City Employee. In addition, Council requested that before another sale to a City Employee, the Housing Team return with a proposed policy regarding the sale of units to City Employees. The policy discussion is scheduled for Council's March 9, 2023, meeting. Thus, determining the direction for re-sale of Silver Meadows unit #1959 can be completed after that work session.

Funding

The Affordable Housing capital account will fund the initial purchase and repair of the unit. Upon the sale, proceeds will be returned to the same account.

Exhibits

EXHIBIT A: Maximum Resale Price (MRP) calculated by the City's finance department.

1959 Cooke Drive**Calculation of Maximum Resale Value**

DATE OF TRANSACTION				AMOUNT	RATE	APPRECIATION AMOUNT	
PURCHASE				12/6/1995		\$	120,000.00
APPRECIATION	12/6/1995	-	12/5/1996	120,000.00	3.00%	\$	3,600.00
APPRECIATION	12/6/1996	-	12/5/1997	123,600.00	3.00%	\$	3,708.00
APPRECIATION	12/6/1997	-	12/5/1998	127,308.00	3.00%	\$	3,819.24
APPRECIATION	12/6/1998	-	12/5/1999	131,127.24	3.00%	\$	3,933.82
APPRECIATION	12/6/1999	-	12/5/2000	135,061.06	3.00%	\$	4,051.83
APPRECIATION	12/6/2000	-	12/5/2001	139,112.89	3.00%	\$	4,173.39
APPRECIATION	12/6/2001	-	12/5/2002	143,286.28	3.00%	\$	4,298.59
APPRECIATION	12/6/2002	-	12/5/2003	147,584.86	3.00%	\$	4,427.55
APPRECIATION	12/6/2003	-	12/5/2004	152,012.41	3.00%	\$	4,560.37
APPRECIATION	12/6/2004	-	12/5/2005	156,572.78	3.00%	\$	4,697.18
APPRECIATION	12/6/2005	-	12/5/2006	161,269.97	3.00%	\$	4,838.10
APPRECIATION	12/6/2006	-	12/5/2007	166,108.06	3.00%	\$	4,983.24
APPRECIATION	12/6/2007	-	12/5/2008	171,091.31	3.00%	\$	5,132.74
APPRECIATION	12/6/2008	-	12/5/2009	176,224.05	3.00%	\$	5,286.72
APPRECIATION	12/6/2009	-	12/5/2010	181,510.77	3.00%	\$	5,445.32
APPRECIATION	12/6/2010	-	12/5/2011	186,956.09	3.00%	\$	5,608.68
APPRECIATION	12/6/2011	-	12/5/2012	192,564.77	3.00%	\$	5,776.94
APPRECIATION	12/6/2012	-	12/5/2013	198,341.72	3.00%	\$	5,950.25
APPRECIATION	12/6/2013	-	12/5/2014	204,291.97	3.00%	\$	6,128.76
APPRECIATION	12/6/2014	-	12/5/2015	210,420.73	3.00%	\$	6,312.62
APPRECIATION	12/6/2015	-	12/5/2016	216,733.35	3.00%	\$	6,502.00
APPRECIATION	12/6/2016	-	12/5/2017	223,235.35	3.00%	\$	6,697.06
APPRECIATION	12/6/2017	-	12/5/2018	229,932.41	3.00%	\$	6,897.97
APPRECIATION	12/6/2018	-	12/5/2019	236,830.38	3.00%	\$	7,104.91
APPRECIATION	12/6/2019	-	12/5/2020	243,935.29	3.00%	\$	7,318.06
APPRECIATION	12/6/2020	-	12/5/2021	251,253.35	3.00%	\$	7,537.60
APPRECIATION	12/6/2021	-	12/5/2022	258,790.95	3.00%	\$	7,763.73
APPRECIATION	12/6/2022	-	2/28/2023	266,554.68	0.69%	\$	1,840.32
BASED ON 84/365 = 23.01% OF ANNUAL APPRECIATION							
TOTAL APPRECIATED VALUE				268,395.00			
LESS CAPITAL REPAIRS				(3,650.00)			
TOTAL MAXIUM RESALE VALUE AS OF FEBRUARY 28, 2023				\$ 264,745.00			

Council Agenda Item Report

Meeting Date: January 24, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Information

Agenda Section: OLD BUSINESS

Subject:

2023 Legislative Update

Suggested Action:

Each week during the 2023 Legislative Session, the City Manager will provide a verbal update and synopsis of the Session to date.

Attachments: