PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
April 10, 2024

The Planning Commission 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 and may have options to listen, watch, or participate virtually.

MEETING CALLED TO ORDER AT 5:30 PM.

1. ROLL CALL

2. MINUTES APPROVAL

2.A. Consideration to Approve the Planning Commission Meeting Minutes from March 13, 2024

3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

4. PUBLIC COMMUNICATIONS

5. CONTINUATION

5.A. **1115 Aerie Drive – Conditional Use Permit** – The Appeal Panel Granted an Appeal in Part and Remanded to the Planning Commission an Appeal in Part of the Planning Commission's July 13, 2022 Denial of a Conditional Use Permit to Construct a Private Recreation Facility at 1115 Aerie Drive. PL-21-05101 (1 min.)
(A) Public Hearing; (B) Continue to April 24, 2024

6. REGULAR AGENDA

6.A. **2346 Park Avenue (Park City Peaks Hotel) – Conditional Use Permit** – The Planning Commission Will Review an Updated Parking Demand Study for the Peaks Hotel as Required by the Planning Commission's Conditional Use Permit Approval Dated July 26, 2023. PL-23-05669 (15 mins.)
(A) Public Input

6.B. **844 Empire Avenue – Plat Amendment** – On March 13, 2024, the Planning Commission Conducted a Public Hearing and Directed Planning Staff to Draft a Final Action Letter Denying the Proposed Plat Amendment to Remove Plat Note 3 from the 844 Empire Avenue Amended Plat. PL-24-06049 (5 mins.)
(A) Action

6.C. **85 King Road – Conditional Use Permit** – The Applicant Proposes a Nightly Rental Within an Existing Single-Family Dwelling in the Historic Residential - Low Density Zoning District. PL-24-06028 (15 mins.)
(A) Public Hearing; (B) Action

6.D. **2250 Deer Valley Drive South - Conditional Use Permit -** The Applicant Proposes a New Passenger Tramway (Ski Lift), Approximately 4.62 Miles of New Beginner Ski Runs, an 8,483-Square-Foot Terminal and Lift Storage Building, and a 375-square-foot Operator House in the Recreation and Open Space Zoning District and Sensitive Land Overlay. PL-23-05938 (45 mins.)
(A) Public Hearing; (B) Action

6.E. **7008 Silver Lake Drive – Plat Amendment** – The Applicant Proposes to Amend the Area of Disturbance and Ski Easement at Lot 2 of the Evergreen Subdivision in the Residential Development Zoning District. PL-23-05964 (15 mins.)
(A) Public Hearing; (B) Action

6.F. **1850 Sidewinder Drive – Plat Amendment** – The Applicant Proposes to Amend the Park City Surgical and Medical Plaza Plat Notes to Allow for the Combination of Two or More Units to Use as One Functional Unit in the General Commercial Zoning District. PL-24-06072 (5 mins.)
(A) Public Hearing; (B) Action

6.G. **Land Management Code Amendments -** The Planning Commission Will Review Amendments to Define Public Transit Amenity Area, Add Public Transit Amenities as an Allowed Use in Certain Zoning Districts, and Establish Requirements to Construct and Maintain a Public Transit Amenity Area. PL-24-06036 (30 mins.)
(A) Public Hearing; (B) Potential Recommendation for City Council's Consideration on May 16, 2024

7. ADJOURNMENT

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Planning Department at 435-615-5060 or planning@parkcity.org at least 24 hours prior to the meeting.

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

A majority of Planning Commissioners may meet socially after the meeting. If so, the location will be announced by the Planning Commission Chair. City business will not be conducted.

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
MARCH 13, 2024

COMMISSIONERS IN ATTENDANCE: Chair Sarah Hall, Vice Chair Christin Van Dine, Laura Suesser, Bill Johnson, John Frontero, Henry Sigg, Rick Shand

EX OFFICIO: Rebecca Ward, Planning Director; Spencer Cawley, City Planner; Caitlyn Tubbs, Senior Historic Preservation Planner; Lillian Zollinger, City Planner; Virgil Lund, City Planner: Jaron Ehlers, Planning Technician; John Robertson, City Engineer; Mark Harrington, City Attorney

---

1. ROLL CALL

Chair Sarah Hall called the meeting to order at approximately 5:30 p.m. and confirmed the attendance of all Commissioners with the exception of Commissioner Christin Van Dine and Commissioner Rick Shand, who would be joining the meeting shortly. She noted that Commissioner Henry Sigg appeared online via Zoom. The meeting proceeded with a quorum.

2. MINUTES APPROVAL

A. Consideration to Approve the Planning Commission Meeting Minutes from February 14, 2024.

MOTION: Commissioner Johnson moved to APPROVE the Planning Commission Meeting Minutes from February 14, 2024. Commissioner Frontero seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission. Commissioners Van Dine and Shand were not present for the vote.

B. Consideration to Approve the Planning Commission Meeting Minutes from February 21, 2024.

MOTION: Commissioner Henry Sigg moved to APPROVE the Planning Commission Meeting Minutes from February 21, 2024. Commissioner Johnson seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission. Commissioners Van Dine and Shand were not present for the vote.

PENDING APPROVAL

3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Planning Director, Rebecca Ward reported that tonight's meeting would include a Work Session on Land Management Code ("LMC") Amendments scheduled for review in 2024. There would not be a public hearing during the Work Session but each amendment would proceed through the public notice and public hearing process when they are ready to move forward. With respect to the public hearings on the agenda, she reminded any attendees who wished to speak to state their full name and sign in, limit comments to three minutes or less, and direct comments to the Commission and not to the applicant or audience. Public speakers should be civil and address matters in the pending application or ordinance being reviewed by the Commission.

Chair Hall disclosed that she would recuse herself from Agenda Item 7. C.

4. PUBLIC COMMUNICATIONS

There were no public communications.

5. CONTINUATIONS

A. 10206 Twisted Branch Road – Subdivision – The Applicant Proposes to Create One (1) Lot with Access Off of Gated/Private Twisted Branch Road in the Recreation and Open Space Zoning District and in the Sensitive Land Overlay. PL-23-05973.

Chair Hall opened the public hearing. There was no public comment. The public hearing was closed.

MOTION: Commissioner Johnson moved to CONTINUE 10206 Twisted Branch Road – Subdivision and the public hearing thereon to a date uncertain. Commissioner Sigg seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission. Commissioners Van Dine and Shand were not present for the vote.

B. 10206 Twisted Branch Road – Conditional Use Permit – The Applicant Proposes to Construct a Private Restaurant with Ski-in/Ski-out Access in the Recreation and Open Space Zoning District and the Sensitive Land Overlay. PL-23-05823.

Chair Hall opened the public hearing. There was no public comment. The public hearing was closed.

MOTION: Commissioner Sigg moved to CONTINUE 10206 Twisted Branch Road – Conditional Use Permit and the public hearing thereon to a date uncertain. Commissioner Frontero seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission. Commissioners Van Dine and Shand were not present for the vote.

6. WORK SESSION

PENDING APPROVAL

A. Land Management Code Amendments – The Planning Commission Will Review Code Amendments in Progress and Prioritize Amendments for 2024.

Director Ward reported that the Work Session will be a high-level overview of the LMC amendments in progress. She presented a list of the 2023 LMC amendments that were completed and enacted by the City Council, which included:

- Water Wise Landscaping;
- Secure Bicycle Parking requirements for interior bike storage and outdoor bike parking;
- Sensitive Land Overlay updates; and
- Others listed in the Staff Report.

Some of the amendments enacted in 2023 would require additional amendment in 2024 in part due to some updates to the requirements from the State Legislature. With respect to the status of the General Plan process, Director Ward reported that the LMC implements the goals and policies of the General Plan, and the Park City General Plan is now a decade old. Last year, the City Council gave direction to issue a Request for Proposals ("RFP") for consultant services for a comprehensive update to the General Plan. She reported that this work was scheduled to begin after the Bonanza Park Small Area Plan is concluded. Once the comprehensive update is completed, they anticipate a complete overhaul and update of the LMC.

Director Ward reported that they are entering into the final phase of the Bonanza Park Small Area Plan. The final community meeting was scheduled for April 9, 2024, at the Park City Library. Based on what they had heard from the community thus far, the goal for this neighborhood was to create a mixed-use neighborhood that would be vibrant for locals and would be more intuitive and safe for pedestrians, cyclists, and transit users. Additionally, affordable, and long-term rental units were also highlighted in the community feedback. Green space, open space, and community space was also favored, as was sustainable design with arts and culture elements woven throughout. As the Small Area Plan moves forward, it will come to the Planning Commission for review and public hearings, with a potential recommendation to the City Council. If the Small Area Plan were adopted, Staff would then pursue Code amendments to bring the recommendations into effect for future development applications.

City Planner, Spencer Cawley noted that based on the public input Staff anticipated that some of the amendments would be crafted to create a vibrant, mixed-use district. They also anticipated clarifying the Frontage Protection Zone ("FPZ") requirements within this area, prioritizing pedestrians, bicyclists, and transit, and establishing vertical zoning. They also anticipate amendments limiting Nightly Rentals, limiting conventional chain businesses in this area, and potentially allowing up to four stories when community benefits are provided as part of a development.

Director Ward stated that in terms of multi-modal transportation, the goals in the current General Plan were outlined in the Staff Report. She reported that Lisa Wise Consulting, Fehr & Peers, and Cascadia Partners completed their reports, which were being updated to reflect the latest input from the Planning Commission. Staff will bring the amendments forward in sections, with affordable housing, multi-modal transportation, and parking presented in the spring and summer. She added that multi-modal transportation to support bike and pedestrian connectivity would include updating the parking requirements, setting baseline criteria to support pedestrian-oriented

PENDING APPROVAL

neighborhoods, establishing criteria for potential parking reductions, and outlining Transportation Demand Management ("TDM") plans. She noted that the TDM plans would require developers who receive a reduction in parking to have a long-term reporting requirement, specifically outlined enforcement capabilities and flexibility to address changes in future uses to the project that could be reviewed by the Planning Commission.

Planner Cawley addressed the amendments for public transportation and transit. He mentioned the allowance of e-buses and improvements within the Setbacks or encroachment into the public Rights-of-Way. Currently, the FPZ is the only location that outlines the capabilities for the development of transit. He reported that the City received funds to move forward with implementing some infrastructure and was looking to add clarification in the Code that would allow for pullouts, the installation of electrical charging stations, bus shelters, and the like. The amendments were to be presented to the Planning Commission on April 10, 2024.

In terms of Sustainability, Director Ward reported that Staff was continuing to coordinate with the Sustainability team on their Strategic Action Plan for building de-carbonization. Additionally, the Dark Sky amendments enacted in 2021 established a deadline at the end of 2024 to retrofit outdoor light bulbs. Therefore, Staff would be presenting amendments to update the Code. Based on the Planning Commission's recommendations regarding affordable housing to the City Council as part of the Lot Combination amendments, the City Council expressed support for amendments to allow for more Accessory Apartments city-wide. The Planning and Housing teams were working on these amendments and would bring forward proposed amendments to reduce some of the restrictions for Accessory Apartments and allow flexibility for those uses in Affordable Master Plan Developments.

Senior Historic Preservation Planner, Caitlyn Tubbs reported that a joint Work Session was held with the Planning Commission and the Historic Preservation Board ("HPB") in October 2023. Both bodies supported enacting requirements for Temporary Structures in Historic Districts. Staff drafted some regulations in this regard and brought them to both bodies for Work Sessions. The standards would come back to the Commission for recommendations on March 27, 2024. Following the HPB's guidance, Staff also drafted regulations and standards for panelization and lifts of Historic Structures. These standards would outline methods of deconstruction, requirements for storage and upkeep, and reporting for those materials. The HPB also requested an opportunity to revisit the opacity and materials standards for both Historic Structures and new construction in Historic Districts.

Planner Tubbs reported that both the panelization and lift standards and the opacity and materials standards would be presented to the HPB for a Work Session, and then would come before the Planning Commission for a recommendation in June or July 2024. City Council action would then follow later in the summer.

City Planner, Lillian Zollinger reported that part of the General Plan goals regarding Steep Slopes was to review historic preservation, especially with regards to Steep Slopes. She noted that updated criteria were needed, which included clarifying internal height standards and removing provisions regarding crawlspaces. Staff was also coordinating with the Building and Engineering Departments to require additional submittals by applicants, including a geotechnical report, so there would be additional information for the Planning Commission to consider.

Commissioner Suesser understood that this Work Session related to LMC Amendments but this discussion seemed to relate to General Plan amendments. Planner Zollinger clarified that she

PENDING APPROVAL

stated that one of the goals of the General Plan was to review the Steep Slope criteria and update as needed. In order to comply with the General Plan, they would look to update the LMC with some details on Steep Slopes. Planner Zollinger confirmed that the LMC amendments just mentioned had not yet been proposed, and would come before the Commission this year. She next addressed Tents and Outdoor Events and noted that the Temporary Tent Use would transition from an Administrative Conditional Use Permit ("CUP") to an Administrative Permit. This would make it easier for an applicant to understand the requirements, rather than requiring all 16 CUP criteria. The amendments would also clarify the Outdoor Event Use in correlation with a Temporary Tent. She highlighted that this would only apply to Temporary Tents up for 14 days or less; any Tent up for a longer time would still come before the Planning Commission as a CUP.

Planner Cawley reported that in the past year, the Planning Commission reviewed potential parking amendments that would allow parking to be satisfied within Setbacks. These amendments had not been brought back before the Commission, but as part of a 2019 Task Force, there was community support to establish consistency regarding driveways in Historic Districts. Since then, there has been some confusion with Staff as to enforcement and where parking was allowed. He recalled that in the September Work Session, the Commission indicated support for carve-out exceptions for Historic sites. He stated Staff would therefore schedule this issue for a Work Session in the late spring for further discussion.

With regard to the Sensitive Land Overlay ("SLO"), Director Ward stated they would recommend clarifications on what would trigger the analysis for the Planning Commission's review. She added that it would include annexations, Master Plan Developments ("MPDs") and CUPs. Additionally, it would also include Plat Amendments proposed to change platted elements such as a Building Pad or Limit of Disturbance.

City Planner, Virgil Lund stated that the LMC amendments would also clarify the definition of an outdoor pool and an outdoor hot tub. He stated that outdoor pools associated with Single-Family Dwellings or residential uses would still require a CUP. Commissioner Johnson sought clarification that these amendments will relate only to exterior outdoor pools and would not include Accessory Structures that house a pool. Director Ward stated they could evaluate this when these proposed amendments were reviewed. Planner Lund explained that the City started a Radon Taskforce to look at mitigation, raising awareness, and other things related to radon. Currently, the City started testing vacant City-owned housing units and was providing free radon tests to City employees.

As part of this taskforce, he stated they were looking at Code amendments requiring new construction to accommodate potential radon mitigation in the future. He also reported that Staff had been looking at childcare land use regulations and potential updates to those in the Code. They were also looking at parking requirements for childcare facilities, the review level, and potential changes to better align the LMC with State Code regarding childcare facilities.

Planner Cawley mentioned that the Appeal Panel established in July 2024 held its first meeting in early March, and Staff would be recommending amendments to the Code that would create a section specific to the Appeal Panel that would regulate staggered terms and allow members to serve until a successor is appointed.

In response to Commissioner Suesser's inquiry regarding those selected to be on the Appeal Panel, Director Ward listed the following: Adam Strachan, Estaban Nunez, and Matthew Day.

PENDING APPROVAL

Director Ward next addressed accessory uses in MPDs, and reminded that the City Council requested the formation of a task force to address four questions:

- The purpose of the amendments;
- The financial implications;
- The type of development the amendments would incentivize and disincentivize; and
- More information on the footnote that connected Resort Support Commercial uses to approved MPDs.

The task force met three times and were scheduled for a final meeting on April 3. The task force would present their findings to the Planning Commission and City Council.

Planner Zollinger reported that last year the State Legislature established Code regarding mobile businesses. She stated that a proposed amendment would update the Code to comply with the State Code as well as the State Code definitions. Staff would also propose establishing mobile businesses as Uses, and establishing allowed uses in certain zoning districts.

Director Ward stated that the final amendments will address Subdivisions. She recalled they went over the new requirements from the State just a few months ago related to Subdivisions for Single-Family, Duplex, and Townhomes. She reported they would present minor modifications to Code that would reflect the changes enacted by the State. She noted that they included as an exhibit those items that they established for review with the Planning Commission. For those that were not included, they would move forward following receipt of the final report from the consultants on affordable housing and Transportation Demand Management.

Director Ward presented the proposed schedule and requested feedback from the Commission on whether there were additional amendments to prioritize this year. They would also like feedback on whether the Commission desired to appoint liaisons for certain amendments, and whether it was still the Commission's preference to schedule these amendments as the last Agenda Item moving forward.

With respect to the inquiry regarding additional amendments that the Planning Commission would like to add for consideration this year, Commissioner Suesser recalled that during the last meeting, Lisa Wise Consultants presented a number of LMC amendments. She queried whether they were talking about waiting to update the General Plan until after the Bonanza Park Small Area Plan was completed. Director Ward confirmed.

Commissioner Suesser asked if the amendments presented tonight were just for the General Plan. Director Ward explained that these amendments were proposed under the existing General Plan and were in process and would move forward. She noted that everything discussed tonight was an LMC amendment, and they were all based on the existing General Plan. Director Ward explained that the amendments in process were those discussed during this Work Session, and Staff requested input from the Commission on whether there were any other potential amendments to add to the list. She stated the Code amendments currently in progress included TDM, transit improvements, Sustainability, affordable housing, Historic preservation, Steep Slopes, Tents and Outdoor Events, parking clarifications, Sensitive Land Overlay, swimming pool updates, radon mitigation, childcare updates, Appeal Panel, Accessory Uses, mobile businesses, and Subdivisions. She asked if the Planning Commission wished to evaluate other Code amendments this year.

PENDING APPROVAL

Commissioner Suesser reported that she keeps a list as the Commission comes across issues that are not well defined in the Code. She mentioned Building Height being measured from the lowest finish floor and was unsure whether that was covered in Steep Slopes. Director Ward stated that the issue was covered in the Steep Slope amendments. Director Ward further explained that those provisions were included in the Historic Residential zones, so it was associated with the Steep Slope review. Currently, the standard was different in the different Historic Residential zones, so they were working to clarify that and make sure it was consistent across all of the Historic Residential zones. Those amendments were scheduled for review in July.

Commissioner Suesser also mentioned verification of Open Space measurements and the verification of Open Space measurements by Staff. She also mentioned the issue of whether private space should count as Open Space in an MPD application. With respect to Steep Slopes, Commissioner Suesser stated that she would like to see clarifications on the requirements to step a project up a hill and whether that meant excavating the entire site and back filling it to make it look like it was stepped up the hillside. She would like clarification of what is meant by "stepping up the hillside," and the excavation limits. She noted that the Commission struggled with Steep Slopes and would like to see a lot of clarifications and that sometimes it was unclear that there were any restrictions on development on Steep Slopes. Commissioner Suesser mentioned that development on SLO was also on her list, but acknowledged that Staff addressed that in this presentation.

Commissioner Johnson referenced the presented schedule and understood that Staff did not yet have the multi-modal transportation or affordable housing component from the consultants. He suggested they run that review process concurrently with Bonanza Park or after. Based on how they reviewed those already, he felt it would be advantageous for the Commission to review them in one meeting together so they could put context to it.

Director Ward asked if they would like that to be when the Commission reviewed the Plan itself, or when they reviewed Code amendments. Commissioner Johnson stated the Plan should be the trigger, and mentioned the possibility that a new Zoning District might be created as part of the Bonanza Park process.

Commissioner Suesser agreed with Commissioner Johnson's suggestion and noted she was somewhat bewildered by this process because to her it would make sense to have the Small Area Plan results and/or have the General Plan updated before the LMC amendments.

Director Ward reported that Staff recommended that process in 2023, and the Planning Commission requested Staff to move forward with these Code amendments. If that has changed, they could put these on pause.

Commissioner Suesser suggested that they continue.

Commissioner Sigg wondered if they should review the process of plat amendments, edits, and additions as a potential avenue for bypassing land use authority. He stated he was seeing more applications seeking a plat amendment that would exempt the applicant from certain aspects of the newer Code. He would like to look at that, especially as it relates to MPDs and CUPs. He was seeing a lot of Conditions of Approval being predicated on a forthcoming report. He preferred not to approve based on the results of a report, but rather approve based on the review of a

PENDING APPROVAL

definitive, exacting, final report. He felt it was better to have those tools when reviewing MPDs and CUPs versus being forced to make a decision that would grant a change subject to a report being favorable for that change. Commissioner Suesser agreed, particularly with regard to the review process as it related to a Subdivision Plat Amendment.

Chair Hall noted that the Staff Report identified the end of May for review of the Appeal Board amendments, and asked if they could add that to the schedule. Director Ward explained that the reference to May was when the terms would end. She stated those amendments were not time-sensitive since they have an established Appeal Panel, but they planned on bringing that back to the Commission before the end of the year.

Director Ward next asked if any Commissioners would like to serve as liaisons for any of the listed amendments. She explained that this was a new list of amendments, and noted that former Commissioner John Kenworthy had served as one of the transportation liaisons, along with Commissioner Frontero. She asked if any Commissioner wished to join as a transportation liaison. Commissioner Suesser offered to serve as a liaison on Accessory Uses and Steep Slopes. Commissioner Johnson stated he could serve as a liaison on transportation.

Commissioner Shand asked if liaisons had already been established for some of these subcommittees. Director Ward confirmed but stated that the amended Code had been adopted for many of the liaisons from last year. Those still in progress included transportation, Steep Slopes, and Historic preservation. Commissioner Suesser offered to serve as liaison for Historic Preservation. Commissioner Johnson understood he would still be on SLO.

Commissioner Sigg was interested in transportation and was involved in the group that did the fact-finding on how modes of transportation could be forwarded. He recalled that in the past he was on Accessory Uses as well, and stated he could serve on that again if needed. Commissioner Johnson stated that Commissioner Sigg could take his place as transportation liaison and offered to serve on Tents and Outdoor Events, outdoor pools, and Radon mitigation.

Director Ward reported they still have an opening for a liaison for parking and possible parking reductions, as well as parking regulations in residential neighborhoods and parking in Setbacks. Chair Hall and Commissioner Shand offered to serve on those subcommittees. Commissioner Shand reported that he is currently the liaison for auxiliary uses and MPDs, but expressed he would be happy to serve on parking.

Director Ward noted that the Mayor appointed a Planning Commission liaison to the task force, and Commissioner Shand was part of the task force. Commissioner Sigg and Commissioner Suesser would serve on the Accessory Uses Code.

Director Ward felt that all issues were covered and suggested that they circulate the list to ensure that it is up to date.

7. REGULAR AGENDA

A. 8200 Royal Street – Condominium Plat Amendment – The Applicant Proposes to Construct a 192-Square-Foot-Addition on the Main Level of Unit 35 in the Residential Development Zoning District. PL-24-06046.

PENDING APPROVAL

Planner Lund reported that Stag Lodge Phase II is a 12-unit Phase of the 52-unit condominium project located in the Silver Lake area of Deer Valley. Unit 35 in Stag Lodge is a detached Single-Family unit. The second amended Plat Amendment for Stag Lodge created additional private areas for the units, labeled Private Ownership Area A and Private Ownership Area B. The third amended Plat Amendment for Stag Lodge specifically related to Unit 35 and expanded the garage level to encompass the entire Building Footprint. The proposal sought to add a 192-square-foot addition to Unit 35 that would encompass the existing deck area. He presented images showing the existing plat, where he highlighted in yellow the area to be added. He also identified the image depicting the proposed plat.

Planner Lund reported that the proposed plat complies with the Residential Development ("RD") Zoning District requirements. With regard to Setbacks, he reported there was 120 feet to the side property line and approximately 20 feet to the rear property line. The addition would not encroach into any Setbacks. No additional parking demand would be created by this proposal. The garage was Code-compliant for two parking spaces. Planner Lund also mentioned that the proposal complies with the Deer Valley Large Scale MPD, and there would be no additional residential units as part of this Plat Amendment.

In terms of SLO requirements, he explained the proposed addition would occur on the existing deck and would not affect any of the Sensitive Land around the development. Staff found good cause for this Plat Amendment in that it would not create any additional parking demand, it would remain compliant with the Deer Valley Large Scale MPD, and would not create any non-conformities. In addition, no public street, right-of-way, or easement would be vacated or amended. He invited the applicant to provide any additional background information.

On behalf of the applicant, Marshall King from Alliance Engineering reported that Planner Lund sufficiently explained the proposal. He stated it was fairly simple and not a major addition, and he would answer any questions from the Commission.

Chair Hall invited any clarifying questions from the Commission.

Commissioner Frontero referenced the area outlined in yellow in the Staff Report and sought clarification that this was currently a deck for the exclusive use of Unit 35. Applicant-representative King confirmed and added that it was defined as Private Ownership Area B. The proposal was to enclose this area and use Private Ownership Area B as part of the unit.

Applicant-representative King reported that the proposal would enlarge the dining and living area of the unit. It was noted that Private Ownership Area B would be made a part of Private Ownership Area A.

Commissioner Suesser asked if the deck would be attached to the exterior following the renovation. Planner Lund reported that would require another Plat Amendment since it

PENDING APPROVAL

would create more Private Ownership Areas. He noted that to the left of the yellow highlighted area was currently a common area, so if the owners were to expand and add another deck it would require another Plat Amendment.

Applicant-representative King reported he was at the site a week or two ago, and he did not believe they had even cleared the snow out of that area. In other words, that area is not used; rather it is just an unused deck. He added that the hot tub was located toward the back of the unit, and the owners use the front area of the deck. He felt the snow in the relevant area had accumulated over the entire season, which demonstrated an area of the deck that does not get used. It would be used by being brought inside.

Chair Hall opened the public hearing. There was no public comment. The public hearing was closed.

Commissioner Shand understood that the Plat Amendment would enclose a deck, and asked if the area underneath the deck would be conditioned space or insulated. Applicant-representative King responded no, and explained it would remain open to the outside at this point. Commissioner Shand understood that flooring would be installed on the interior, but other than that there would be no insulation to the elements. Applicant-representative King stated there would have to be insulation in the floor area underneath the deck. However, from the outside looking up would appear to be the ceiling.

MOTION: Commissioner Johnson moved to APPROVE 8200 Royal Street, Unit 35 – Plat Amendment, based on the following:

Findings of Fact

1. The Stag Lodge Condominium project consists of a total of 52 units ranging in size from 2,213 square feet to 6,806.8 square feet. Unit 35 of Stag Lodge Phase II is a detached, single-family unit.

2. On May 17, 1985, the Planning Commission approved a Master Planned Development application for the Stag Lodge Phase II condominiums. Page 114 of 274.

3. The Stag Lodge Phase II Condominium Plat was recorded on January 17, 1989, Summit County Recorder Entry No. 303348.

4. The First Amended Stag Lodge Phase II plat was recorded with Summit County on January 17, 2003, and created two types of ownership for the units.

5. The Second Amended Stag Lodge Phase II plat was approved by the City Council on July 1, 2004, and recorded at Summit County on May 25, 2005, and created an additional private area for the Units.

PENDING APPROVAL

6. The Third Amended Stag Lodge Phase II plat was approved on August 21, 2014, by the City Council and recorded with Summit County on January 12, 2015, Summit County Recorder Entry No. 1010601. This amendment enlarged Unit 35 by expanding the Garage Level to encompass the entire building footprint. The amendment converted Common Area to Private Ownership Area A. 1,789.8 square feet was added to Unit 35 as part of the Third Amended Plat.

7. The Applicant proposes to add 192 square feet of “Private Ownership Area A” to Unit 35.

8. The Fifth Amended Stag Lodge Phase II Condominium Plat complies with LMC Chapter 15-2.13, the Residential Development Zoning District Requirements

    a. Setbacks: The proposed addition will occur on the north side of the Structure. The Structure maintains an approximately 50-foot Setback to the side property line. The Structure maintains approximately 20 feet to the Rear and South Side Property line.

9. The proposal complies with LMC § 15-3-6, Off-Street Parking Requirements

    a. Condominiums greater than 2,000 square feet require 2 Parking Spaces per Dwelling Unit. Unit 35 has a two-car garage that is approximately 27 feet wide by 23 feet deep

10. The proposal complies with the Deer Valley Resort 12th Amended and Restated Large-Scale Master Plan

    a. The Deer Valley Master Plan allowed 52 Units for the Stag Lodge Condominium Project, and 52 Units have been constructed. No additional Units are proposed as part of this Plat Amendment.

11. The proposal complies with the Sensitive Land Overlay requirements

    a. For projects within the Deer Valley Large Scale Master Planned Development, the density limitations of the Sensitive Area Overlay Zone do not apply because Master Planning Developments approved prior to the adoption of the Sensitive Area Overlay Zone are vested in terms of density.

    b. The proposed addition will be constructed on an existing disturbed area, within the footprint of the Structure.

PENDING APPROVAL

12. The proposal complies with LMC § 15-7.1-3(B), Plat Amendment

    a. Changes to platted elements including conversion of Common Area/Limited Common Area within a condominium requires a Plat Amendment. Plat Amendments shall be reviewed according to the requirements of LMC § 15-7-1.6 and approval shall require a finding of Good Cause.

    b. LMC § 15-15-1 defines Good Cause as "Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community."

    c. Good Cause exists for this plat amendment because this amendment does not change the mass of the existing structure or the parking requirements, will remain compliant with the Deer Valley Large Scale MPD, and does not create any non-conformities. No Public Street, Right of Way, or easement has been vacated or amended.

Conclusions of Law

1. There is Good Cause for this plat amendment.

2. The Plat Amendment is consistent with Land Management Code § 15-7.1-3(B), § 15-7.1-6, and Chapter 15-2.13 Residential Development District.

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 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, the Conditions of Approval, and the amended CC&Rs prior to recordation of the plat.

PENDING APPROVAL

2. The Applicant shall record the plat at the County within one year from the date of Planning Commission approval. If recordation is not complete within one year, this approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.

Commissioner Sigg seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission.

B. 844 Empire Avenue – Plat Amendment – The Applicant Seeks a Plat Amendment to Remove Plat Note 3 to Accommodate Access for the Construction of a New Detached Garage at a Significant Historic Site in the Historic Residential - 1 Zoning District. PL-24-06049.

Planner Tubbs reported that 844 Empire is a unique Lot in terms of location and configuration. The Lot is located at the intersection of Crescent Tram Road, Empire Avenue, and the 9th Street public Right-of-Way. A photograph was displayed of a Lot shaped like a cartoon speech bubble. In 2016, the former Planning Director issued a Planning Director Determination for this property because of its' unique configuration and frontage along three public Rights-of-Way. She noted that this home has three Front Setbacks, one Side Setback, and one Rear Setback.

Planner Tubbs reported that the purpose of this application was to remove Plat Note 3, which she read as follows:

> "[d]rive access to the site shall be from Empire Avenue or through platted un-built 9th Street in a location approved by the City Engineer."

The Plat Note was to be included in a former Plat Amendment application that was approved by the City Council in 2016 under Ordinance 2016-26.

The application currently before the Commission was submitted to accommodate the applicant's current proposal to construct an addition to the Historic Structure and to construct a detached garage in the area marked in orange on the presented graphic.

Planner Tubbs also presented a current view of the structure and a rendering of the proposed configuration. The detached garage would be located west of the existing home and would load access onto Crescent Tram Road. The property was designated a Significant Historic Site, and the home was constructed circa 1904. On March 23, 2016, the Planning Commission held a public hearing and reviewed a Plat Amendment request where they discussed the effect that the Crescent Tram Right-of-Way dedication would have on the allowable Building Footprint for the home and any future additions.

PENDING APPROVAL

Planner Tubbs noted that this discussion was continued to an April meeting, and then again to May 11, 2016, when the Planning Commission continued its' discussion of the Right-of-Way dedication and allowable locations for drive access and its' effect on the intersections of Crescent Tram Road and Empire Avenue. She referenced the Minutes from the May 11, 2016 meeting, and stated that it was noted by the former City Engineer that he did not anticipate that the 9th Street stairs would ever be completed. At that time, the City Engineer indicated that the stairs had been in discussion during his entire tenure, and had not occurred, and because of this, he opined they would never be built out.

Planner Tubbs indicated that the stairs were constructed, and there was a ribbon cutting a couple of weeks ago. Commissioner Suesser added that the reason the former City Engineer felt the stairs would never come to fruition was because of the number of utility lines that run along that Right-of-Way.

Planner Tubbs provided the Minutes from that meeting with underlines. She noted that the former City Engineer felt that due to the site constraints, half of the driveway would be on 9th Street, and the other half would be in front of the property on Empire Avenue. In that iteration of the design, it was anticipated that it would not be a singular access off of Empire Avenue or a singular access off the 9th Street Right-of-Way; rather, it would span the property line to provide vehicular access.

Planner Tubbs further reported that in June 2016 the City Council approved the Plat Amendment. More recently, she visited the site along with the Planning Director, the Chief Building Official, and the applicant, and looked at the existing structure. Following that site visit, the Building Official determined that the structure was eligible for panelization and was not structurally sound enough to be lifted as originally proposed. In February 2024, the HPB also visited the site and reviewed the damage caused by the fire. The HPB then held a public hearing and ultimately approved the proposed panelization of the structure and the material deconstruction to accommodate the proposed addition. The HPB found that the proposal was consistent with the requirements outlined in the LMC and supported the maintenance of the historic character of Old Town Park City.

Following that hearing, the applicant submitted an application for a Plat Amendment and a variance due to the proximity of the proposed garage to the northern and southern Front Setbacks.

Planner Tubbs explained the changes from the former City Engineer's recommendation and the current City Engineer's recommendation. She reported that the 9th Street public stairs were, in fact, fully constructed. Staff confirmed that there were still utilities in that area that could not support the weight of vehicles either driving or parking over them. This was confirmed by the Water Department as noted in the Staff Report. She reported that the speed limit was reduced along Crescent Tram Road as part of the citywide effort to mitigate speeding.

PENDING APPROVAL

Finally, the private driveway CUP provision was removed from the LMC. Under the prior ordinance in effect in 2016, private driveways could be located within public Rights-of-Way under a CUP. This is no longer available; therefore the applicant no longer has the option to utilize that public Right-of-Way as private access.

Planner Tubbs reported that Staff found good cause for the approval of this Plat Amendment, especially given that there would be no vacation or amendment of a public Right-of-Way or street. Easements on the property would likewise not be changed. In addition, the Plat Amendment would allow the construction of a garage and provide some off-street parking in an area where there is limited off-street parking. She stressed that the only change to the Plat would be the removal of one Plat Note. There would be no change to property lines, easements, or Rights-of-Way.

Staff recommended the Planning Commission review the proposed Plat Amendment, conduct a public hearing, and consider approving the Plat Amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in the Draft Final Action Letter.

If the Planning Commission needed additional information or had further questions beyond the scope of this evening's review, Planner Tubbs stated the Commission could request that information and consider continuing the item to the Planning Commission meeting on April 10, 2024.

On behalf of the applicant, Marshall King from Alliance Engineering reported that he had nothing to add, but expressed he would be happy to answer any questions. He noted that the project architect, Jonathan DeGray, AIA was also present.

Chair Hall invited any clarifying questions from the Commission prior to opening the public hearing.

Commissioner Suesser asked Planner Tubbs to share the architectural renderings of the proposal rather than the single image from the Staff Report. She expressed her belief that what was shown was not an accurate depiction and felt it did not show the proposed addition. She mentioned that the Commission was required to determine whether or not this proposal met the requirements of the LMC. Planner Tubbs presented a rendering. Commissioner Johnson characterized the proposed ingress and egress as being off of 8th Street and observed one could only pull into the driveway going uphill, and then go uphill to exit. He understood that one could not come down 8th Street and take a left into the driveway because of the turning radius and the tightness of the road.

Planner Tubbs reported that given the current width of Crescent Tram Road, it would require some effort to be able to make a left turn into the garage. It would either require a smaller car with a tight turning radius, or it would require a multiple-point turn. The intent was to load the garage coming uphill along Crescent Tram Road and then back out, but she deferred that to the applicant team.

PENDING APPROVAL

Architect DeGray confirmed that Commissioner Johnson's comment was accurate, and stated that was the practical approach to entering the garage. It was designed to access up and in from Crescent Tram Road, and then back and exit out through Empire Avenue. As it currently stands, there is no off-street parking for the property, and the owners must find spaces on Empire Avenue. This proposal would provide an opportunity for some off-street parking for the property.

Commissioner Johnson asked when the Variance for the Setback exceptions would be reviewed for final action. Planner Tubbs reported that the Board of Adjustment was scheduled to meet on March 19th to render that decision. Planner Tubbs also confirmed that the Historic District Design Review ("HDDR") would take place after the Plat Amendment and the Variance.

Commissioner Johnson felt that they were going backward and that because the applicant was asking for a Variance to the Setbacks and there was no Plat Note regarding the actual driveway and Building Pad, he expressed they were shooting themselves in the foot by not allowing the Variance process to run its course prior to the Plat Amendment.

Planner Tubbs stated that the two could be conditioned based on one another; however, if the Planning Commission preferred to continue this item to allow the Board of Adjustment to render its' decision prior to acting on the Plat Amendment, that was an option.

Architect DeGray clarified that the Board of Adjustment would be looking at the proposal to build an Accessory Structure for a garage. If that were not allowed, the applicant would likely then ask to have a parking pad with a driveway in the same location as currently proposed. He felt that the question of removing the Plat Note was still pertinent, whether it would be now or after the Board of Adjustment hearing. The applicant would still be required to get the Plat Note resolved because it says that access is only available off of Empire Avenue, and the applicant went to the trouble of clarifying that before starting any design work with the City Engineer. They were told the applicant could pursue driveways off of Crescent Tram Road, and the design they have been working with is based on that.

Commissioner Johnson appreciated the clarification. It was noted that the current owner was also the owner at the time of the 2016 Plat Amendment. Commissioner Johnson stated that as he read through the Minutes of that prior meeting, it was contemplated that the 9th Street stairs were an unknown, but the discussion regarding access was extensive and the point was made that the only access to the property was off of Empire Avenue. He noted there were discussions about utilities in terms of removal of the hydrant, and the burden of that cost would be on the property owner should that need to be removed. He stressed that Empire Avenue was contemplated to be the access point, but the intersection would need to be upgraded. He also noted from those Minutes that the applicant indicated that they no longer wanted to have any type of vehicle access. Commissioner Johnson noted that the applicant acknowledged they have a Significant

PENDING APPROVAL

Historic Site that was not subject to any parking requirement because it is a legal, non-conforming property. He questioned why they were circling back seven years later when the discussion was already held with the prior Commission.

Commissioner Sigg followed this same thought process. Not having the empirical data from the Board of Adjustment prior to taking action on this Plat Amendment touched on the same discussion earlier regarding the LMC amendments. He felt it would be better to have those types of decisions before acting on this application.

Commissioner Sigg mentioned the improvements to the interchange at Crescent Tram Road and Empire Avenue, and the 2016 assessment by the City Engineer at the time that those would have to be greatly improved for any alternate consideration. He questioned why this was now being revisited through this application. He wondered if there was a survey that showed the utilities. He wanted to understand where the phone lines ran and what, if any, easements might exist for those utility lines.

Planner Tubbs reported that City Engineer, John Robertson was present to discuss the Right-of-Way impacts and the distance requirements between driveways and intersections.

Commissioner Sigg asked if the utility providers signed off on this proposal. Planner Tubbs responded that this proposal was reviewed several times by the Development Review Committee, and they have utility teams that provide input during that process. Since last year, the feedback from the Development Review Committee was that they fully supported this Plat Amendment. It was noted that they did not want access onto 9th Street or Empire Avenue, and the preference was that access be from Crescent Tram Road.

Commissioner Sigg focused on the utility providers and noted that the providers were not part of the Development Review Committee. As it related to the phone pole in that location, he questioned whether there were any easements there such that the pole would need to be moved. He also wanted to know whether they signed off on this proposal, and wanted to see the letter from the provider that they accepted this design.

City Engineer Robertson reported that a majority of the utilities that were of concern were two fairly large water lines that are currently in the 9th Street Right-of-Way, and they are located to the south of the new stairs. He noted it would be very difficult and expensive to relocate those water lines, and the Water Department did not support relocating those water lines.

Commissioner Sigg stated that those were not the utilities that he referenced in his question; rather, he referred to the overheads. He understood the water lines were expensive and could not bear the stress or weight of any type of vehicular traffic. His interest was in the overhead line that runs diagonally across 9th Street and Lot 1 to what

PENDING APPROVAL

appears to be at the back of the garage. He also wanted to know if that line extended beyond that point and whether there was an easement for that utility line.

Engineer Robertson stated the overhead lines that currently run east/west are allowed because it is a 9th Street Right-of-Way roadway. He just spoke to the applicant's representative to determine if they had more information about that pole as he does not have good information. They could research it to determine if it is just a service line that could be easily undergrounded.

Planner Tubbs noted that Exhibit C in the Packet was the currently recorded amended Plat, and there were no public utility easements called out. The proposed Plat that was included as Exhibit E mirrors that. Therefore, the only difference between the currently recorded Plat and the proposal is the removal of the Plat Note. She confirmed that no easements or Rights-of-Way would be affected by this proposal. Commissioner Sigg acknowledged that he saw that in the Packet.

Commissioner Van Dine asked about the length of the driveway. Architect DeGray referenced the architectural site plan in the Packet.

Commissioner Suesser commented on the continued reference to this Plat Amendment as only removing Plat Note 3 as if that were the only thing the Commission should consider. She pointed to the Staff Report that specifically stated that the Planning Commission was required to review Plat Amendments according to the requirements of LMC Section 15-7. She mentioned that Section 15-7 provides the Commission must consider requirements of the LMC, the General Plan, and the site plan, "paying particular attention to the arrangement, location, and width of streets and their relation to the topography, lot sizes and requirements of the Streets Master Plan." If the Commission finds that it complies with the LMC, then the Commission would determine whether it finds good cause. Commissioner Suesser stressed that this was not just a good cause analysis; rather, the Commission must determine if the proposal complied with the Code, and if so, whether there was good cause to allow the Plat Amendment. She reiterated that the Commission was required to review this application to see if it complied with the LMC, and not only whether there is good cause to remove the Plat Note.

Commissioner Frontero noted that this item had not yet been opened for public comment, and suggested doing so.

Chair Hall opened the public hearing. There was no public comment. The public hearing was closed.

Commissioner Frontero reported that he spent some time on the Minutes from the 2016 meeting and there was quite a bit of discussion with the property owner regarding the potential for vehicular access. He noted that coming in from Crescent Tram Road was not an option that the Commission wanted to consider at that time. He noted that the Commission purposely diverted access to either the 9th Street Right-of-Way or Empire

PENDING APPROVAL

Avenue. He did not feel that anything changed on Crescent Tram Road to allow it to handle this type of vehicular traffic to access the property from this direction. If this were an acceptable access point in 2016, then Condition of Approval 3 would not exist.

Commissioner Frontero understood that in 2016, Condition of Approval 3 was included because Crescent Tram Road was not a safe entry point, and the Commission decided that the only entry point had to come from a different angle. He noted that now, eight years later, the same owner was requesting to access the property from Crescent Tram Road. He did not see why that was suddenly a good plan when it was not a good plan eight years ago.

Commissioner Frontero felt it would be helpful to look at the Findings of Fact from 2016. He specifically highlighted Finding of Fact 33, which stated, "The City Engineer has indicated a vehicular access can only be accommodated off Empire Avenue or through platted un-built 9th Street." He felt there was a reason for this Finding, and noted that Crescent Tram was a substandard road, very steep with many turns, and it was not a good place to put an additional driveway. He then referenced Finding of Fact 34 which stated, "The Engineer is not willing to support vehicular access directly off of Crescent Tram." Commissioner Frontero stressed that Crescent Tram had not been improved in any way since the 2016 decision of the Planning Commission.

Commissioner Frontero commented that this was debated eight years ago, and he did not find any reason to change his mind that Crescent Tram was not the right place for this driveway. He then referenced Finding of Fact 37 that Historic Structures were exempt from off-street parking requirements, provided the addition would not create a lockout or accessory apartment. Commissioner Frontero reasoned that this was not a situation where there were no options; rather, the owner has the same option that has existed since 2016, which is street parking. He urged that there were plenty of homes in Old Town that do not have driveways or garages and the residents park in the street.

As the applicant withdrew their intention to install a driveway in 2016, they presumably either parked in the street or did not use the structure. He felt that parking in the street was a fine way to continue to use this property.

Engineer Robertson explained that the reasons he looked at Crescent Tram as an option for access to this property included the fact that 9th Street could no longer be used for driveway access and was no longer an option. Additionally, there was very limited area to put in a driveway between the intersection of Crescent Tram Road and Empire Avenue. As a result, he had to consider a Variance to the distance from a driveway to Crescent Tram Road, which was limited to 10 feet, and which did not allow Empire Avenue to be an option. Off of Crescent Tram Road, there was over 20 feet from the intersection of Crescent Tram and Empire Avenue to the driveway, which would create some buffer.

Engineer Robertson did not disagree with Commissioner Frontero's comments about some of the challenges on that roadway. He noted there had been requests to make

PENDING APPROVAL

Crescent Tram Road a one-way road and they did a lot of research and data collecting over the past year and found that the volume on Crescent Tram was approximately 250 cars per day. At peak times, there could be up to 20 – 25 or more, but there is still only one car every few minutes. Therefore, they did not see the potential for a lot of conflicts on that roadway, and he did not feel it was as critical as perhaps it was at the time in 2016.

Engineer Robertson acknowledged the option of street parking and stated that if the Commission did not approve this Plat Amendment, the applicant still had that option. Commissioner Frontero stated that he visited the site with Planner Tubbs two days ago at 9:30 a.m., and there must have been 20 cars passing through in the 20 minutes he was there. Engineer Robertson acknowledged that was not a surprise.

Commissioner Frontero mentioned the volume of vehicles and people using the stairs and felt that introducing a driveway to this tight area seemed to be a detriment to the safety of the community. Engineer Robertson recognized that most of the driveways in that area back into the roadway.

Commissioner Johnson asked if the data collection referenced by Engineer Robertson was during the new traffic circulation at the resort base area. Engineering Robertson confirmed it was as it was collected in 2023. Commissioner Johnson had noticed that everyone goes up Empire Avenue and drops down onto 8th Street.

Commissioner Sigg added that there is a designated trailhead in that location that likely pre-dated the traffic study, and there is some off-street parking by that trailhead, albeit limited. He added that coming around the hairpin turn with the intention of taking a right onto Crescent Tram Road would present the sight line issues raised in 2016. If someone has to back their car out of this driveway, the traffic on Crescent Tram would have to be traveling really slow or the driver would need quick reflexes.

Engineer Robertson reported they looked at accident data for this intersection, and there had been no reported accidents in the last five years, and since 2012, there have been two reported accidents along Crescent Tram Road. He noted they had seen relatively low speeds along Crescent Tram, and he took all these things into consideration when making his recommendations, but acknowledged it was ultimately the Commission's decision.

Commissioner Suesser stated that Crescent Tram was closed down during snowstorms, and noted that within the last month, there were police at the top of Crescent Tram Road telling people to turn around. Engineer Robertson was not aware of that. Commissioner Suesser stated that the police were preventing accidents from happening due to the conditions of the road.

Commissioner Van Dine respectfully disagreed with Commissioner Frontero and some of the other Commissioners and noted that the old Plat Amendment was now not viable,

PENDING APPROVAL

and this proposal was a reasonable option. She related that she has lived at the top of Crescent Tram Road and knows it is a hard turn, but commented that this would add one car, and the owner understands what they are getting into and has lived on that road forever. She stressed that the owner knows they would have to back out slowly and watch where they are going. The City has made efforts by decreasing the speed limit on Crescent Tram and taking steps to help with the flow of traffic, so she felt the good cause outlined by Staff was reasonable in mitigating the Plat Amendment.

Planner Tubbs asked if the Commission needed additional information in order to take action on this application. Commissioner Suesser did not need further information, which was echoed by other Commissioners.

Commissioner Johnson struggled to find good cause and concurred with Commissioner Frontero. He suggested either continuing this item until the Variance process was completed, or they could take a vote.

Commissioner Suesser opined that this application did not comply with LMC Section 15-2(a), (c), (d), and (e) because it did not preserve the present land use, and the present land use did not currently have parking on site. She agreed it was a use within the zone, however on this site there currently was no vehicle access, so this would not preserve the current use of the site by adding parking. She noted that was a requirement in the Historic District.

Commissioner Suesser expressed that the proposal did not contribute to the character and the scale of the Historic District, which is also a requirement of a Subdivision Plat Amendment. She also offered that this proposal was not consistent with the General Plan policies for the Historic core. The General Plan policy is to reduce parking and vehicle trips and encourage walkability, public transit, and reduced parking requirements in the Historic zone. This proposal was not consistent with LMC Section 15-2.2(d).

Commissioner Suesser did think the proposal would result in unmitigated impacts on Crescent Tram Road and public safety. She did not believe the proposal complied with the clear view requirements and distances between driveways and street intersections. Anyone coming out of that driveway would not be able to see someone turning left from Empire Avenue onto Crescent Tram Road. She also mentioned the issue of backing out into a one-way road with cars going up the hill.

Commissioner Suesser submitted that the proposal did not comply with LMC Section 15-7, which includes the requirements for Plat Amendments in the final Subdivision Plat. She also felt the proposal did not comply with Lot and Site requirements in the LMC because the current structure was on the property line on the northern side, and four feet from the property line on the southern side. The applicant proposed to keep the home in the same location; therefore they would have to go way into the Setbacks. While this issue of the Setbacks would come before the Board of Adjustment, Commissioner Suesser stressed that the Commission was required to review this application in terms of whether it

PENDING APPROVAL

complied with the LMC, which she felt it did not. Commissioner Suesser concluded by stating that based on these reasons, she did not support the application.

Commissioner Frontero commented that based on his review of the Draft Final Action Letter, Conclusion of Law 4 stated, "Approval of the Plat Amendment subject to the Conditions below does not adversely affect the health, safety, and welfare of the citizens of Park City." He opined that this statement was inaccurate, and this proposal would directly adversely affect the health, safety, and welfare of the citizens of Park City as proposed.

Commissioner Suesser added the she felt this application did not meet the requirement that the Plat Amendment be consistent with LMC Section 15-7 and 15-2, which is part of the Conclusion of Law 2 in the Draft Final Action Letter.

Commissioner Shand stated that in general, he supported this application. He would like to see one more car parked off the street and felt the onus was on the owner and the driver to back out safely. He did not find that this proposal necessarily created a safety concern for the citizens of Park City. Anyone making a turn from Empire Avenue onto Crescent Tram Road at more than 10 m.p.h. was taking their safety into their own hands. He did not necessarily see backing in and out of this driveway as a big concern and it would just be one car.

Commissioner Shand would feel more comfortable reviewing this after the review by the Board of Adjustment. He noted that some of the Commissioners referred to LMC provisions that he had not yet reviewed. He reiterated that he generally supported this application, but would also be in favor of postponing a decision until after the Board of Adjustment hearing.

Commissioner Van Dine wondered if waiting for the Board of Adjustment decision would actually change the decision of any Commissioner. Commissioner Suesser felt that was a good question and noted that the Board of Adjustment would only be addressing a Variance for the Setbacks. Commissioner Van Dine did not believe that would actually apply to this application, so the Commission should consider whether this item should be continued for the Board of Adjustment decision or for Staff to return with different findings.

Director Ward recommended that this item be continued until after the Variance so Staff could provide the LMC standards that are established in terms of requirements for driveways and distances they need to be from other driveways and the intersection. She stated those details were also established in the LMC. She stated it appeared there were additional points of discussion that Staff and the Commission could evaluate before taking action, pending the Board of Adjustment Variance review.

In terms of the Historic preservation of the site, Director Ward explained that the HPB visited the site, reviewed the proposed plans, and approved the applicant's request. If it

PENDING APPROVAL

would be helpful for the Planning Commission, Staff could provide information from the HPB on their findings with respect to the proposal.

Commissioner Suesser stated she did not need that further information and was prepared to vote tonight. Commissioner Frontero felt the same and expressed that he was prepared to vote on this application and that additional information would not change his mind.

As the application was presented, Commissioner Sigg stated that the Board of Adjustment decision would not change his decision.

Commissioner Johnson believed that the Board of Adjustment decision was relevant because the Variance directly related to the Plat Note that the applicant seeks to remove, but he was willing to vote tonight.

Chair Hall asked if any other Commissioners supported a continuance. She noted that it appeared a majority of the Commissioners indicated that their decision would not be impacted by the Board of Adjustment decision.

Commissioner Van Dine stated her decision would likely not change as a result of the decision on the Variance.

Chair Hall invited a motion given the feedback from the Commission.

MOTION: Commissioner Frontero moved to DENY 844 Empire – Plat Amendment to remove Plat Note 3 and direct Staff to draft Findings of Fact and Conclusions of Law consistent with the statements of the majority. Commissioner Suesser seconded the motion.

VOTE: Commissioner Sigg-Yes; Commissioner Johnson-Yes; Commissioner Frontero-Yes; Commissioner Suesser-Yes; Commissioner Van Dine-No; Commissioner Shand-No. The motion passed 4-to-2.

City Attorney, Mark Harrington requested that Chair Hall take a motion to continue the matter to a date certain to return with the Final Action Letter. Director Ward reported that it could be continued to April 10, 2024.

MOTION: Commissioner Van Dine moved to CONTINUE 844 Empire Avenue to review the findings supporting denial to April 10, 2024. Commissioner Johnson seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission.

PENDING APPROVAL

Chair Hall reminded the Commissioners that she recused herself from the next Agenda Item and would leave the meeting. Vice-Chair Van Dine assumed the Chair and presided over the remainder of the meeting.

C. 2685 Meadow Creek Drive – Plat Amendment – The Applicant Proposes Amending the Smith Subdivision Parcel to Shift the Existing Building Pads Out of the Wetlands to Maintain the Sensitive Land Overlay and Amend the Driveway Easement to be Entirely on Parcel B Within the Estate Zoning District and Sensitive Land Overlay. PL-24-06003.

Following a short recess, Vice-Chair Van Dine confirmed the attendance of all Commissioners. She noted that public comment was limited to three minutes.

Planning Technician, Jaron Ehlers reported that Engineer Robertson, Applicant Paul Caraher, and Applicant-representative Josh Call were in attendance.

Planner Ehlers presented a graphic of the Smith Subdivision located near Park Avenue, McLeod Creek, and Meadow Creek Drive. He also presented the original Lot 6 of the Willow Ranch Subdivision along with the Plat Notes for that property. He pointed out the original Building Pads, the original driveway easement and utility easements along several of the boundaries. He presented the existing Smith Subdivision Plat. The change combined Lot 6 of the Willow Ranch with Lot 10 of the McLeod Subdivision, and the Lot line was moved up to have some of Lot 6 incorporated into what became Parcel A. The remainder of Lot 6 became Parcel B.

Planner Ehlers presented a graphic that further illustrated these Lots. The original Lot 10 was highlighted in green and the original Lot 6 was highlighted in yellow and purple. The purple area depicts the area of Lot 6 that joined with Lot 10 to become Parcel A. He presented the applicant's Site Plan that showed the wetlands found in the preliminary delineation, along with the 50-foot Setback around the two wetlands. It also showed the movement of the house Building Pad and the cut outs required by the Fire Department. This graphic also showed the original driveway easement that runs along what is now Parcel A. The graphic also depicted the changes proposed by the applicant.

Commissioner Frontero referenced the graphic that showed the wetlands and asked if those were currently delineated as wetlands. Planner Ehlers stated that according to the preliminary delineation, they were wetlands.

Applicant-representative Josh Call from Rimrock Engineering explained that they submitted the preliminary application to the Army Corps of Engineers, who then requested some additional information based on ground water. He stated they would be doing that this spring and submitting that additional information to the Army Corps of Engineers for verification.

PENDING APPROVAL

Commissioner Frontero asked for clarification on what the applicant proposed to move. Planner Ehlers explained that the light gray box on the graphic was the existing one, and it showed why it needed to be moved. He confirmed it would be moved outside of the 50-foot Setback. Commissioner Frontero asked if the driveway also needed to be moved. Applicant-representative Call stated the driveway was no longer on the Lot itself, it was now in Parcel A. This proposal would return driveway access to the main parcel. Planner Ehlers mentioned that on the current Smith Plat, a "fenced driveway access" was called out where the proposed amendment of the easement would enter the Lot.

Commissioner Sigg asked if Parcel A and the McLeod Creek Lot were combined to become Parcel A. Planner Ehlers answered in the affirmative and explained that part of Lot 6 and all of Lot 10 were combined. Commissioner Sigg asked about the designation for Parcel A. Planner Ehlers explained that in 1995, the Smith Subdivision was created that included both Parcel A and Parcel B. These parcels were taken out of the Willow Ranch and the McLeod Subdivisions and put into their own new Subdivision. That was reflected on the McLeod Creek Plat map.

Commissioner Suesser asked if the existing driveway would remain and was represented by the dark shaded area on the graphic. Planner Ehlers clarified that there was no currently existing driveway; rather, there was a driveway easement. It was the driveway easement that was proposed to be amended as it was created as part of the original Willow Ranch Plat for the Smith Subdivision when part of the Willow Ranch Lot became part of the new Parcel A. He added that the original driveway easement was shown by a dotted line not filled in with light gray highlighting. He explained that this easement would be shifted to the north.

Commissioner Johnson clarified that the proposed new driveway was shown by the existing fence road. He noted that the area was already disturbed. Planner Ehlers explained that in 1980, McLeod Creek was approved, and in 1985 McLeod was rezoned to Single-Family. In 1992, the Willow Ranch Subdivision was approved and zoned Estate.

In 1995, the Smith Subdivision was approved which shifted the Lot line and created the two existing Lots. In 2022, the applicant submitted a proposed Plat Amendment to shift the Lot line between Parcel A and Parcel B back to the original status. That application was withdrawn before presentation to the Commission.

Planner Ehlers reported that on August 25, 2023, the City's Development Review Committee reviewed the current application and the Site Plan resulted from those discussions. He stated that the proposed amendment complied with the Estate Zoning District, where agriculture and Single-Family Dwellings are both allowed uses. Lot B complied with the size and width requirements. He noted that the Building Pads would be located outside the 30-foot Setbacks, and the applicant had submitted plans for the proposed barn that would be 27.125 feet high, which is shorter than the 28-foot maximum zone height. Planner Ehlers also reported that the application complied with the SLO, as the Building Pads would be moved out of the 50-foot wetlands Setbacks.

PENDING APPROVAL

Staff recommended Condition of Approval 7 to accommodate any changes that might arise from the final wetlands delineation. If a change were required, the applicant would return to the Planning Commission for a new approval.

Commissioner Suesser asked if the proposed plans located the Building Pad and barn 50 feet from the wetlands. Planner Ehlers pointed to the green hash marks that showed the Setbacks.

Staff also recommended Condition of Approval 8, which would take some of those restrictions from the original Willow Ranch Plat and include them as Plat Notes on the proposed amendment to the Smith Subdivision. Condition of Approval 9 required that part of the Smith Subdivision Plat be carried over as a Plat Note.

Planner Ehlers stated that Staff found good cause to amend the Smith Subdivision in that it complied with the Smith Subdivision procedures, and it would resolve existing issues by moving the Building Pad out of the wetland Setbacks, would bring the driveway easement into compliance with Fire District requirements, and the driveway would then be located exclusively on Parcel B. Staff recommended the Commission review the proposed Plat Amendment, hold a public hearing, and consider approving the proposed Plat Amendment.

Applicant Paul Caraher thanked the Commission for its time. He stated that they had two platted envelopes that had been determined to be in wetlands, so they were seeking to move those outside of the wetlands and the wetlands Setbacks. He stated that they were confident in the location of the wetland delineation, and did not feel there was any reason the location would change. If the location did change, the applicant was agreeable to the Conditions of Approval requiring them to return to the Commission. He stressed that they were trying to honor the SLO by moving these platted building envelopes outside of wetland areas.

Commissioner Johnson applauded and thanked the applicant for proactively mitigating environmental concerns and respecting the SLO. He noted that was a rarity these days.

Commissioner Sigg referenced the map that showed the shift and asked for an explanation of the dark line and rectangle that surrounded the barn. Applicant-representative Call explained that was a gravel, improved surface for ease of moving around the barn and also part of the fire-related Conditions of Approval. The Fire Chief wanted to be able to move equipment up and around the building and be supported.
Commissioner Sigg asked if Lot A was in the Estate Zone. Planner Ehlers stated it was split. He pointed to the portion of Lot 10 that remained in the Single-Family Zone and the portion that remained in the Estate Zone.

PENDING APPROVAL

Vice-Chair Van Dine opened the public hearing. She indicated that public comment was limited to the application before the Commission and comments were limited to three minutes.

Bob Theobald disclosed that there is currently a lawsuit between himself, Chair Hall, and the City, however, his comments tonight were not related to that lawsuit. He hoped to have some dialogue on this matter, as he believed the City and the Planner did not have a grasp of the entire situation. Vice-Chair Van Dine made it clear that there would be no back-and-forth dialogue between the speaker and the Commission. She welcomed his comments and stated the Commission would take them into consideration.

Mr. Theobald stated his comments would take more than three minutes, and Vice Chair Van Dine reminded the speaker that he had three minutes. Speaker Theobald urged the Commission to read his submission and left the dais. Vice-Chair Van Dine stated she would hold Mr. Theobald to the standards to which they hold all speakers. She noted they would ensure that his written comments would be made a part of the public record, and he was welcome to submit additional written comments for review by the Commission.

Gerry Hall identified himself as a resident of the Willow Ranch Subdivision. He stated that their Homeowners' Association ("HOA") voted in favor of this Plat Amendment and supported moving the building envelope and the driveway as needed. He clarified his understanding that the larger of the two Parcels was still part of the Willow Ranch HOA and Subdivision. He referenced the 1995 Conditions of Approval that stated that the Conditions of the Willow Ranch Subdivision still applied to this Lot. He stated that this Applicant was the Vice-President of the HOA, and he wanted to make sure that it was clear that this was not a separate Subdivision with its own separate HOA and Covenants, Conditions, and Restrictions ("CC&Rs"). Speaker Hall felt it was kind of weird that they named it a different Subdivision in the 1995 amendment, which created some confusion.

Bob Theobald returned to the dais and stated that he supported what the applicant was trying to do. He met with the Applicant to help him understand the wetlands situation. He expressed concern about the assumptions being made by Staff and the City. He argued that this was not just the Estate zone, and the CC&Rs had been changed through Ordinance 2021-20, as well as the Master Plan approval in 1993 that relied on the Covenants Codes and Restrictions ("CC&Rs").

Specifically, Speaker Theobald referred to the third page of his handout where it said, "This is the Notice of Final Action" and was signed by the City and the developer. He added that the Conditions of Approval provided that "prior to plat recordation, the Community Development Department and City Attorney shall have reviewed and approved the CC&Rs, which shall include restrictions on architecture and use."

Speaker Theobald stated that one year ago in December, Commissioner Hall and the applicant gutted and deleted in its entirety all of the provisions in the Conditions of

PENDING APPROVAL

Approval to the original Master Plan. He stressed that everything was gone, and there were new CC&Rs that deleted Limits of Disturbance. Additionally, there was no longer Wetlands, Exhibit H and referenced an exhibit in his handout that showed what the wetlands look like today before the new delineation approved by the Army Corps of Engineers. This needs to be reconsidered and re-presented by Staff because Staff's assumptions were wrong.

There was no further public comment. Vice-Chair Van Dine closed the public hearing.

Director Ward requested the opportunity to provide additional information from the original review of the Willow Ranch Subdivision. On January 7, 1993, when the Planning Commission reviewed the original, Staff recommended CC&Rs that specifically addressed Accessory Apartments and Maximum Square Footage to preclude the development of duplexes. When the Plat went to the City Council for review on January 28, 1993, Director Ward noted Condition of Approval 3 mentioned by Speaker Theobald. She stated that Speaker Theobald did not reference the Condition of Approval 8 that clarified the extent of the CC&Rs. She reported that wetlands delineations are valid for a period of approximately 5 – 7 years, so the regulations for what is proposed in this Subdivision go through the SLO analysis if those platted elements change. The Code regulations for this zone still apply, as do all of the Plat Notes.

Condition of Approval 8 states that, "The Staff shall revise the language in the CC&Rs regarding Accessory Apartments to limit the unit square footage so as to preclude construction of duplexes, ensure adequate parking, restrict Nightly Rentals, and require entrance from the main structure."

Commissioner Suesser sought clarification that City Staff was required to revise the language of the CC&Rs. Director Ward explained City Staff was to review the final language specific to architecture, use, and Accessory Apartments. All of the other regulations for this property were set forth in the Plat Notes, the SLO, and the zoning. At the request of Commission Suesser, Director Ward repeated Condition of Approval 8 from the 1993 approval as follows, "The Staff shall revise the language in the CC&Rs regarding Accessory Apartments to limit the unit square footage so as to preclude construction of duplexes, ensure adequate parking, restrict Nightly Rentals, and require entrance from the main structure."

Commissioner Suesser asked City Attorney Harrington if the Condition of Approval required Staff to revise the CC&Rs. City Attorney Harrington responded that it speaks for itself and stated it says Staff was to review them for compliance as specified in the Condition. Commissioner Suesser noted it should have said, "review" instead of "revise."

Commissioner Johnson understood that Staff was to review the CC&Rs to ensure that they were consistent with the underlying documents. Commissioner Suesser questioned if that was the case.

PENDING APPROVAL

City Attorney Harrington explained that this was an extension of a standard Condition of Approval. Staff reviews CC&Rs for every Subdivision, but noted that the City does not adopt the CC&Rs. He confirmed that Staff redlines CC&Rs pursuant to specific Conditions of Approval and will recommend revisions but Staff does not have signature or amendment authority. Any amendments to CC&Rs inconsistent with express Conditions of Approval cannot be overridden, and for any subsequent application, the City would not recognize that amendment. HOAs cannot adopt CC&Rs that are inconsistent with express Conditions of Approval.

Commissioner Suesser asked the applicant to clarify the basis on which they defined the wetland area. Applicant-representative Call explained that the Site Plan that showed the green wetlands area came from the preliminary wetland delineation. That was submitted to the Army Corps of Engineers, who then requested additional information this spring. The wetlands shown come from the report submitted on June 28, 2023, on page 244 of the Packet.

Commissioner Johnson requested an edit to Condition of Approval 7 and suggested replacing “designation” with “delineation” in two locations to make it consistent with Finding of Fact 21.

Commissioner Suesser referenced Commissioner Sigg’s earlier comments about having final reports prior to making a decision, and she wondered if Condition of Approval 7 violated that suggestion.

Vice-Chair Van Dine offered that they established that if there were any significant changes to the delineation, the applicant would be required to return to the Commission. She did not want the applicant to have to wait until May and felt the Condition was written strictly in this regard. Commissioner Suesser noted it states “any modifications” which was good and agreed with Vice Chair Van Dine’s comments.

Commissioner Johnson also agreed and felt because the applicant was dealing with the Army Corps of Engineers, they needed more time. He also noted that the applicant could not record it until it was fully vetted by the Army Corps. He noted a professional consultant performed the preliminary delineation.

Applicant-representative Call added that they presented this now, as there is a short building season, and waiting for the final delineation and then scheduling the matter for the Planning Commission might put them back into winter.

In response to a question from Commissioner Sigg, it was noted that Condition of Approval 7 mandated that the Applicant must return to the Planning Commission if the delineation changes. City Attorney Harrington noted that the plat must be recorded prior to the Building Permit. He confirmed that the Commission was not approving recordation of the plat.

PENDING APPROVAL

Commissioner Sigg asked if there was a wildlife habitat provision in the SLO Ordinance. Director Ward confirmed and noted that was reviewed at the time of the original Subdivision. There is a platted corridor for the Willow Creek Subdivision and no part of that corridor is on Lot B.

MOTION: Commissioner Johnson moved to APPROVE AS AMENDED 2685 Meadow Creek Drive – Plat Amendment based on the following:

Findings of Fact

1. In 1980, the Park City Municipal Corporation (the City) approved the McLeod Creek Subdivision.

2. On January 22, 1985, the City Council passed Ordinance 86-5, rezoning McLeod Creek Subdivision to being Single Family (SF) Zoning District.

3. On December 17, 1992, the City Council formally annexed what would become the Willow Ranch Subdivision, zoning it Estate and Recreation Open Space.

4. On January 28, 1993, the City Council approved the final plat for the Willow Ranch Subdivision, which consisted of six lots.

5. The City was creating the SLO at the same time as the Willow Ranch annexation, so the SLO didn't initially apply as the Annexation was vested.

6. To provide protection in the absence of the SLO, specific building pads for a Single-Family Dwelling and Barn, driveway easements, and square footage were placed as restrictions on the Plat.

7. Lot 6, which is now Parcel B, was one such Lot.

8. In 1995, the then-owner wished to add an addition to the existing Single-Family Dwelling located on Lot 10 of the McLeod Creek Subdivision, but this proposed addition encroached into setbacks. The owner also owned Lot 6 of Willow Ranch, which was vacant. The property owner applied to create the two-lot Smith Subdivision. To accommodate the addition, the Lot line for Lot 10 would be shifted north to incorporate part of Lot 6. This new Lot was named Parcel A. The remainder of Lot 6 became Parcel B.

9. On August 31, 1995, the City Council approved the Smith Subdivision. The Lot 6 Building Pads for the potential Single-Family Dwelling and Barn remained on the Smith Subdivision Plat, but neither the Square Footages nor the Driveway Easement are shown. Ordinance 95-44, which approved the Smith Subdivision, included Condition of Approval (COA) 3, which

PENDING APPROVAL

states, “All previous conditions of the Willow Ranch and McLeod Creek Subdivisions shall remain in full force and effect.”

10. The addition was not constructed.

11. On September 8, 2022, the Planning Department received a Plat Amendment from the current applicant seeking to adjust the lot line for Parcels A and B to restore it to the original boundary between the McLeod and Willow Ranch Subdivisions. That application was under the address 2647 Meadow Creek Drive (Parcel A) and assigned the number PL-22-05374. As part of Staff’s analysis of the application, it was determined that the Applicant would need to complete a Wetlands Delineation as required by LMC § 15-2.21-6.

12. A COA was recommended where the final location of the Building Pads would be determined by the Planning Director and City Engineer following that Delineation. Staff also recommended that the restrictions and Plat Notes that had been included on the Willow Ranch Plat, but weren’t included on the Smith Subdivision Plat, would be placed on the amended Smith Subdivision Plat, as they remained in effect due to COA 3 of Ordinance 95-44. The Plat Amendment was scheduled for a public hearing before the Planning Commission on December 14, 2022, but the applicant withdrew the application before the.

13. In preparation for submitting a new Plat Amendment application, the applicant reached out to Staff to determine what would be required under the SLO and expressed their interest in building the Barn first.

14. Staff took the proposal to the Development Review Committee (DRC) on August 15, 2023. Following the meeting, the applicant worked with the Planning Department, City Engineer, Park City Fire District (PCFD), and the public utilities to amend their proposal.

15. On January 4, 2024, the applicant submitted the formal application for a Plat Amendment.

16. Staff published notice on the City’s website and the Utah Public Notice website, and posted notice to the property on February 28, 2024. Staff mailed a courtesy notice to property owners within 300 feet on February 28, 2024. The Park Record published notice on February 28, 2024.

17. Parcel B is located within the Estate Zoning District.

18. Land Management Code (LMC) § 15-2.10-2 establishes that both Single Family Dwellings and Agriculture are Allowed Uses within the Estate Zone.

PENDING APPROVAL

19. Per LMC Chapter 15-2.10, all structures within the Estate Zone are subject to the following criteria:

Estate Zone Requirements	Analysis of Proposal
Lot Size	*LMC § 15-2.10-3(A) requires that all uses (except Duplexes) have a minimum Lot Size of 3 Acres.* **Complies**: Parcel B has a Lot Size of 6.4 Acres
Lot Width	*LMC § 15-2.10-3(B) requires a minimum Lot Width of 100 feet.* **Complies**: Parcel B has a Lot Width of 304 feet.
Setbacks	*LMC § 15-2.10-3(C) establishes that Setbacks for Front, Rear, and Sides to be 30 feet.* **Complies**: The Building Pad for the Single Family Dwelling is located 44.68 feet from the Northern Lot Line. The Barn Building Pad is located 103.29 feet from the Northern Lot Line.
Building Height	*LMC § 15-2.10-4 sets a Building Height of 28 feet from Existing Grade.* **Complies**: The Building Height for the Barn will be 27.125 feet.

20. Parcel B is located within the SLO, specifically in relation to Wetlands located on the Lot. LMC § 15-2.21-6(D) requires that the Applicant provide a wetlands delineation. The Applicant has completed a provisional delineation (Exhibit X) which identified two Wetlands on Parcel B, shown on the Site Plan Concept. LMC § 15-2.21-6(F) requires a 50-foot Setback from all Wetlands. As the Site Plan Concept shows, the existing Building Pads for both the Barn and Single Family Dwelling encroach on the Wetlands Setback.

21. The Applicant has contacted the Army Corps of Engineers for a formal delineation by them, and the fieldwork will occur in the Spring.

PENDING APPROVAL

22. The current Smith Subdivision Plat also established that the area added to Lot 10, forming Parcel A, was to be a non-build Yard Area.

23. Plat Amendments shall be reviewed according to LMC § 15-7.1-6 Final Subdivision Plat and approval requires (a) a finding of Good Cause, and (b) a finding that no Public Street, Right-of-Way, or easement has been vacated or amended.

24. Good Cause exists for the Plat Amendment as it resolves existing issues and non-conformities, specifically by moving the Building Pads outside of the Wetlands Setbacks and by moving the Parcel B Driveway Easement exclusively onto Parcel B as well as bringing a potential driveway into compliance with PCFD requirements.

25. No changes to the public street or Right-of-Way are proposed. The utility easements running around the property will not be amended. The Driveway Easement will be amended, but it is not a public easement.

Conclusions of Law

1. The proposed Plat Amendment complies with the LMC Requirements pursuant to Chapter 15-2.10 for the Estate Zoning District.

2. The proposed Plat Amendment complies with the LMC Requirements pursuant to Chapter 15-2.21 for the SLO.

3. The proposed Plat Amendment complies with the LMC Requirements pursuant to LMC Chapter 15-7.1 for Subdivision Procedures as there is Good Cause and no Public Street, Right-of-Way, or easement is vacated or amended.

Conditions of Approval

1. The City Attorney and City Engineer will review and approve the final form and content of the amended 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 Planning Commission approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.

PENDING APPROVAL

3. No Building Permit application may be submitted until after this plat amendment has been recorded with the County.

4. Development on Parcel A must conform with the land use regulations of the Single-Family Zoning District.

5. Development on Parcel B must conform with the land use regulations of the Estate Zoning District and the Sensitive Land Overlay.

6. Easements established as part of the 1995 Smith Subdivision are required to be retained or relocated pursuant to documented easement holder permission, including a 10-foot existing utility and drainage easement common to both Lots.

7. Prior to the recordation of the amended plat, the applicant shall submit an updated wetland delineation approved by the Army Corps of Engineers to confirm the designated building pads and proposed driveway comply with required wetland regulations. If modifications to the designated building pads and proposed driveway location are required, the Applicant shall return to the Planning Commission for additional review and approval based upon the updated wetland delineation to ensure compliance with the Sensitive Land Overlay and to mitigate site disturbance. Such modifications shall not result in any net expansion of a building pad.

8. Plat notes shall require the following:

    a. A maximum of three horses will be allowed and grazing of horses in the wildlife corridor is prohibited for Parcel B.

    b. Home square footage is limited to a maximum of 8,000 square feet for Parcel B.

    c. Barn square footage is limited to a maximum of 1,800 square feet for Parcel B. Residential use and human occupancy of the barn are prohibited.

    d. The building height of the home and barn on Parcel B is limited to 23 feet to the midpoint of the roof and 28 feet to the peak of the roof.

    e. Parcel B is subject to an Animal Management Plan and Equestrian Lot Open Space Covenant Executed with Park City Municipal Corporation.

    f. Basements are prohibited for Parcel B.

PENDING APPROVAL

9. A Plat Note shall indicate that the area added to Lot 10 of the McLeod Creek Subdivision, which is zoned Estate Zoning District, from the Willow Ranch Subdivision, shall be a non-build area with such uses allowed as were previously allowed as part of Lot 6 of the Willow Ranch Subdivision.

Commissioner Frontero seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission.

ADJOURNMENT

MOTION: Commissioner Suesser moved to adjourn.

The meeting adjourned at approximately 8:20 PM

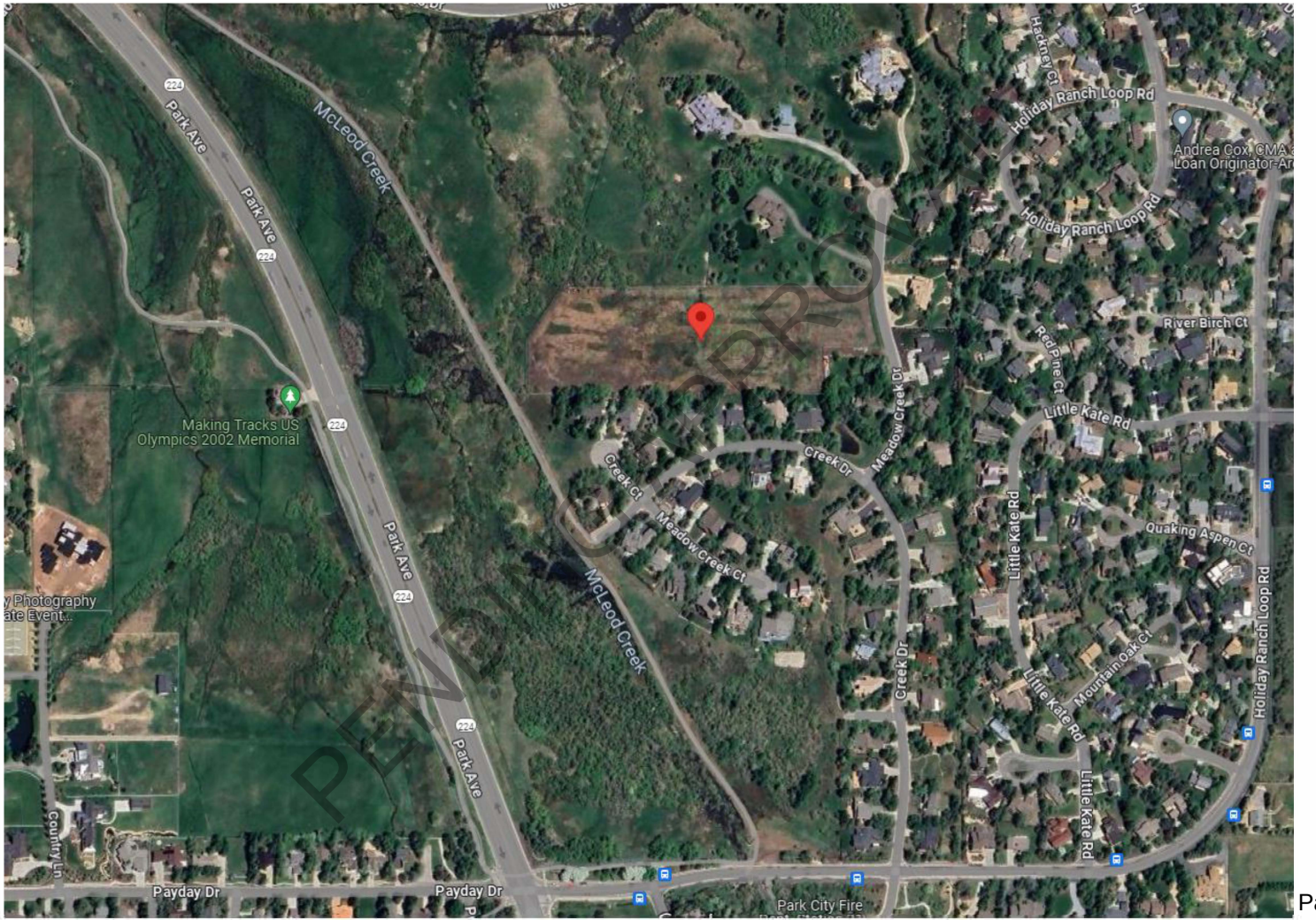
PENDING APPROVAL

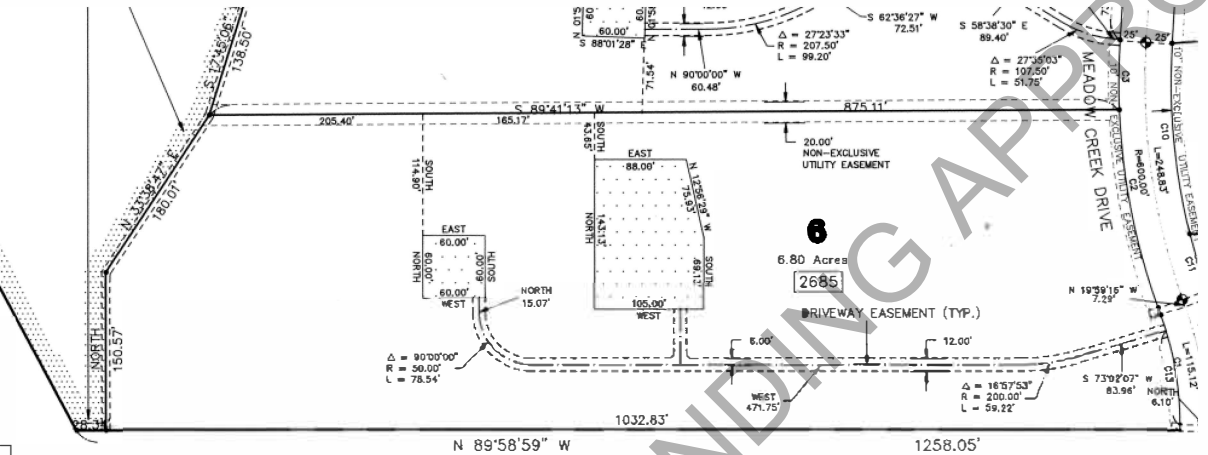
2685 MEADOW CREEK DRIVE

PLAT AMENDMENT

PENDING APPROVAL

PL-24-06033
March 13, 2024
Planning Commission

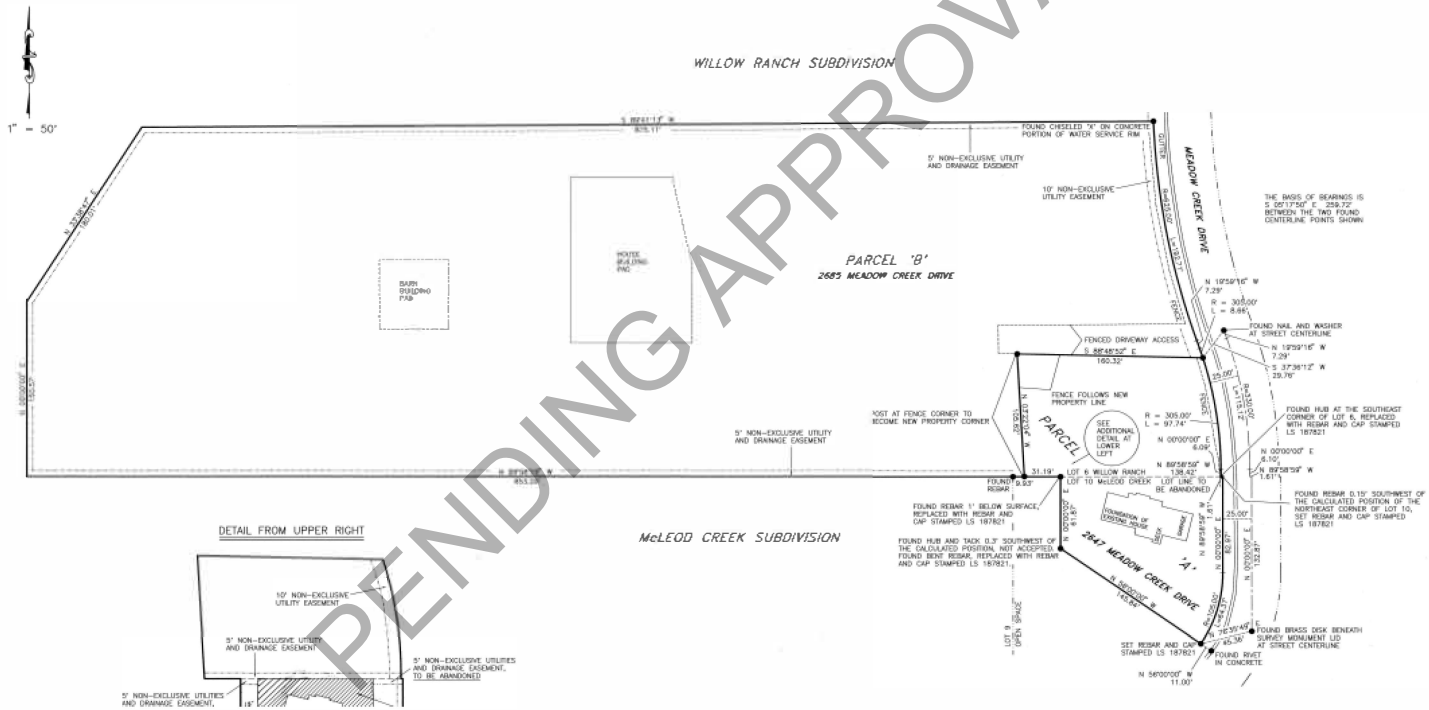

Park Ave
McLeod Creek
Holiday Ranch Loop Rd
Hackney Ct
Andrea Cox, CMA
Loan Originator-Ar
River Birch Ct
Redpine Ct
Little Kate Rd
Meadow Creek Dr
Creek Dr
Creek Ct
Meadow Creek Ct
Quaking Aspen Ct
Mountain Oak Ct
Holiday Ranch Loop Rd
Making Tracks US
Olympics 2002 Memorial
Photography
ate Event...
Country Ln
Payday Dr
Park City Fire
224



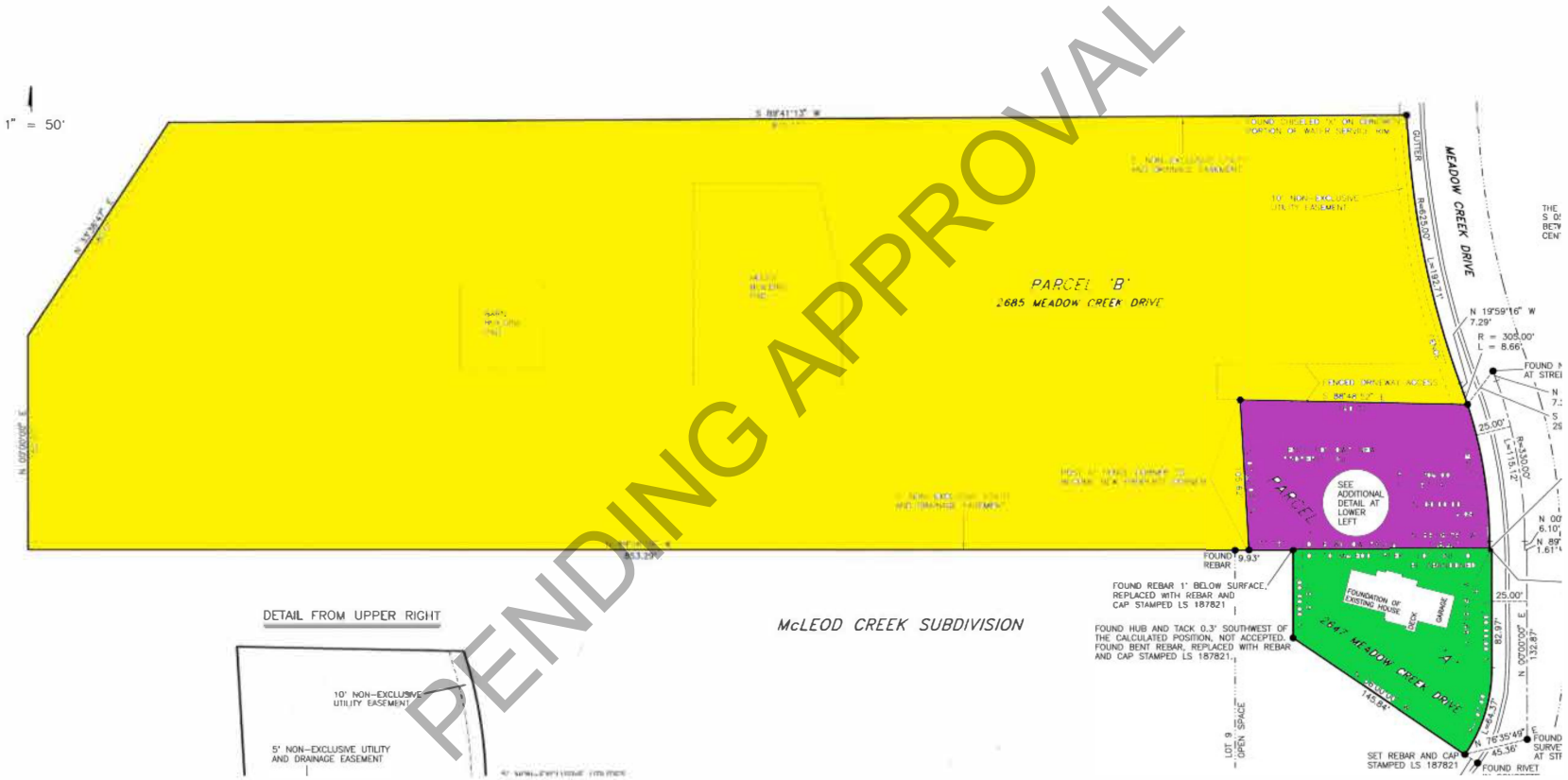
NOTES:

1. BUILDINGS SHALL BE CONSTRUCTED WITHIN THE LIMITS OF SHOWN BUILDING PADS.
2. ON LOTS 1 AND 2, THE TOTAL IMPACTED AREA, INCLUDING BUILDING FOOTPRINT AND ADDITIONAL FILL, SHALL NOT EXCEED 14,000 SQUARE FEET.
3. A 5 FOOT NON-EXCLUSIVE UTILITY AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG BOTH SIDES OF ALL LOT LINES.
4. A 10 FOOT NON-EXCLUSIVE UTILITY EASEMENT IS HEREBY DEDICATED ALONG FRONT LOT LINES.
5. ALL FOOTING AND FOUNDATION DESIGNS SHALL BE APPROVED BY GEOTECHNICAL ENGINEERS.
6. IRRIGATION IN ALL LOTS BY SPRINKLER ONLY.
7. ON LOTS 1, 2, 6, AND 7 A MAXIMUM OF THREE HORSES WILL BE ALLOWED AND NO GRAZING OF HORSES IN THE WILDLIFE CORRIDORS.
8. OWNERS OF LOTS 1, 2, 6, AND 7 ARE REQUIRED TO INSTALL AND MAINTAIN LOT LINE FENCING IN ACCORDANCE WITH THE C.C.&R.s AND DESIGN GUIDELINES OF WILLOW RANCH.
9. HOME SQUARE FOOTAGES WILL BE LIMITED TO A MAXIMUM OF 8,000 SQUARE FEET ON LOTS 1, 2, 6, AND 7 AND 4400 SQUARE FEET ON LOTS 3, 4, AND 5.
10. BARN SQUARE FOOTAGES WILL BE LIMITED TO A MAXIMUM OF 1,800 SQUARE FEET WITH NO HUMAN OCCUPANCY.
11. BUILDING HEIGHTS OF HOMES AND BARNS WILL BE LIMITED TO 23 FEET TO MIDPOINT OF ROOF AND 28 FEET TO PEAK OF ROOF.
12. HOMES ON LOTS 1, 2, 6, AND 7 WILL BE REQUIRED TO INSTALL MODIFIED 13-D FIRE SPRINKLER SYSTEMS AS DIRECTED BY THE PARK CITY FIRE MARSHALL.
13. LOTS 1, 2, 6, AND 7 ARE SUBJECT TO AN ANIMAL MANAGEMENT PLAN AND EQUESTRIAN LOT OPEN SPACE COVENANT EXECUTED WITH THE PARK CITY MUNICIPAL CORPORATION.
14. NO BASEMENTS ARE ALLOWED.
15. PRIOR TO OCCUPANCY OF ANY HOUSE, ITS DRIVEWAY MUST BE PAVED.

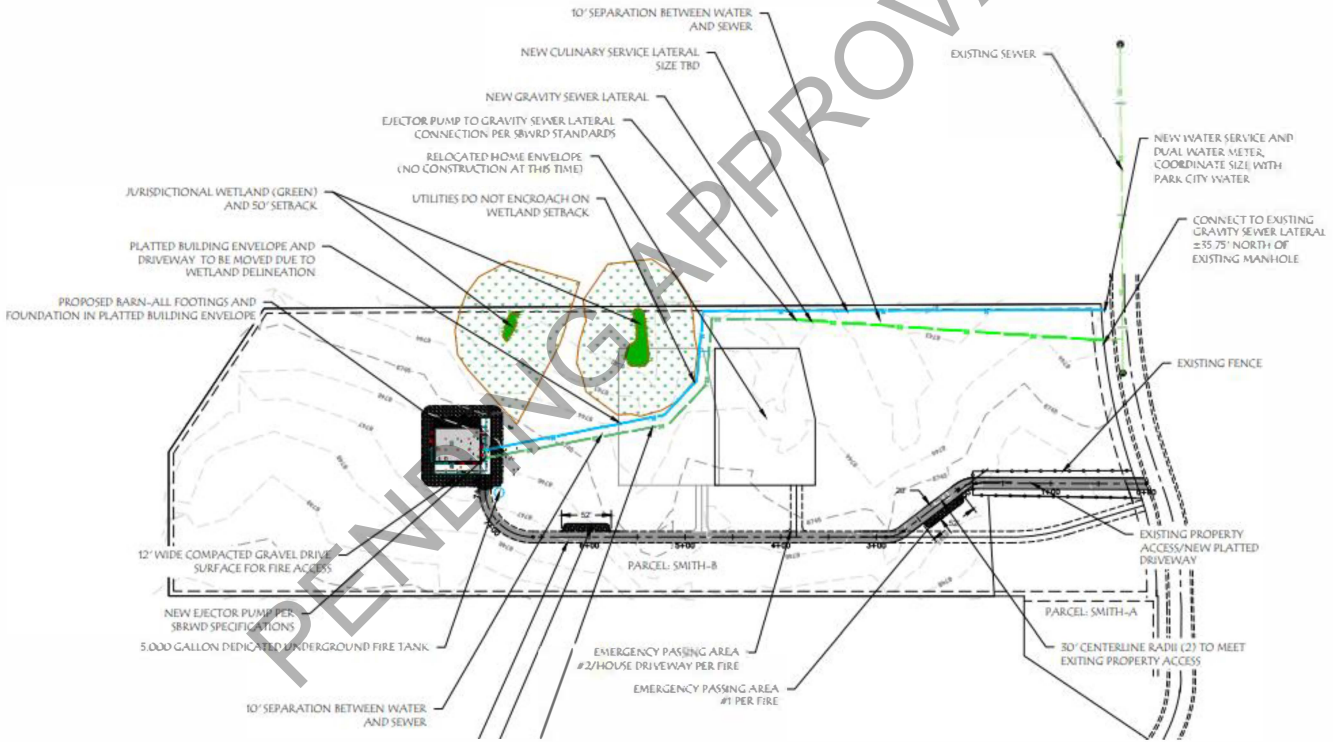
PENDING APPROVAL



PENDING APPROVAL



PENDING APPROVAL



PENDING APPROVAL

BACKGROUND

2685 MEADOW CREEK

PENDING APPROVAL

- 1980 McLeod Creek Approval
- 1985 McLeod Rezone to Single Family
- 1992 Willow Ranch Approval
- 1995 Smith Subdivision Approval
- 2022 Withdrawn Plat Amendment Application
- August 15, 2023, DRC Review of Current Application

ESTATE ZONE

2685 MEADOW CREEK

- Agriculture and Single-Family Dwelling are Allowed Uses
- Lot B complies with Size and Width Requirements
- Complies with 30 foot Setbacks
- Barn is 27.125 feet in height

PENDING APPROVAL

SENESITIVE LAND OVERLAY

2685 MEADOW CREEK

- Building Pads are proposed to be moved out of 50 Foot Wetland Setbacks
- Staff recommends COA 7 to accommodate any changes from the final Wetlands Delineation
- Staff recommends COA 8 to ensure consistency with the Willow Ranch Subdivision Plat
- Staff recommends COA 9 to ensure consistency with the current Smith Subdivision Plat

PENDING APPROVAL

GOOD CAUSE

2685 MEADOW CREEK

The proposal to amend the Smith Subdivision complies with the Subdivision Procedures outlined in LMC Chapter 15-7.1.

- Resolves existing issues by moving Building Pads out of Wetlands Setbacks, bringing the Driveway Easement into compliance with PCFD requirements, and locating it exclusively on Parcel B.

PENDING APPROVAL

RECOMMENDATION

2685 MEADOW CREEK

(I) Review the proposed Smith Subdivision First Amended to shift the existing Building Pads out of the Wetlands to Maintain the Sensitive Land Overlay and amend the Driveway Easement to be entirely on Parcel B, (II) hold a public hearing, and (III) consider approving the proposed Plat Amendment subject to the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter.

PENDING APPROVAL

COAs

2685 MEADOW CREEK

COA 7: Prior to the recordation of the amended plat, the applicant shall submit an updated wetland designation approved by the Army Corps of Engineers to confirm the designated building pads and proposed driveway comply with required wetland regulations. If modifications to the designated building pads and proposed driveway location are required, the Applicant shall return to the Planning Commission for additional review and approval based upon the updated wetland designation to ensure compliance with the Sensitive Land Overlay and to mitigate site disturbance. Such modifications shall not result in any net expansion of a building pad.

PENDING APPROVAL

COAs

2685 MEADOW CREEK

PENDING APPROVAL

COA 8: Plat notes shall require the following:

a) A maximum of three horses will be allowed and grazing of horses in the wildlife corridor is prohibited for Parcel B.
b) Home square footage is limited to a maximum of 8,000 square feet for Parcel B.
c) Barn square footage is limited to a maximum of 1,800 square feet for Parcel B. Residential use and human occupancy of the barn is prohibited.
d) Building height of the home and barn on Parcel B is limited to 23 feet to midpoint of roof and 28 feet to peak of roof.
e) Parcel B is subject to an Animal Management Plan and Equestrian Lot Open Space Covenant Executed with Park City Municipal Corporation.
f) Basements are prohibited for Parcel B.

COAs

2685 MEADOW CREEK

COA 9: A Plat Note shall indicate that the area added to Lot 10 of the McLeod Creek Subdivision, which is zoned Estate Zoning District, from the Willow Ranch Subdivision shall be a non-build area with such uses allowed as were previously allowed as part of Lot 6 of the Willow Ranch Subdivision.

PENDING APPROVAL

DATE: March 13, 2024
TO: Park City Planning Commission
FROM: Bob Theobald
RE: Comments - 2685 Meadow Creek Drive - PL 24-06033

It appears that the Planning Department, specifically, Jaron Ehlers, planning technician and Planning Director Ward are unfamiliar with some of the critical aspects of the 1993 Willow Ranch Subdivision MPD process, i.e. Notice of Final Action agreement setting forth the requirements to provide applicable definitions, exhibits and restrictions as detailed in the 1993 CC&Rs. See COA #2 and #3.

Perhaps the reason for this "oversight" is that Alaine Caraher, Applicant/Owner of Lot 6, as HOA Vice President executed on November 28, 2022 and recorded on December 7, **2022**, the amended CC&Rs Without institutional memory or knowledge of the existence of 1993 CC&Rs, an unsuspecting planner (or City official) might refer to only the most recently recorded 2022 CC&Rs which improperly deleted **all** Articles, Exhibits and restrictive provisions of the 1993 CC&Rs.

There is evidence that Planning Commissioner Sarah Hall, now Chair and owner of Lots 1 and 2 in Willow Ranch Subdivision, orchestrated the CC&R amendments in fall of 2022 to assist in concealing and facilitating compliance of an improper building permit and other violations beginning in 2021.

Park City officials including all members of the Planning Commission were notified of the recently discovered 2022 CC&Rs by email on December 19, 2023 and February 7, 2024.

The 2022 CC&Rs violate elements of the 1993 Master Plan Development (MPD) Conditions of Approval, Ordinance 2021-20, the Sensitive Lands Overlay (SLO) and Army Corps of Engineer's (Corps) restrictions. Dropbox - Analysis and Supporting Documents

The Staff Report to Application PL 24-06033 located at 2685 Meadow Creek Drive fails to recognize several critical matters and nuances relative to the original 1993 MPD approval that must be addressed prior to granting this application.

1. Willow Ranch is a 7-lot subdivision – not a 6-lot subdivision.

2. Notice of Final Action - Conditions of Approval – January 19, 1993 (COA #2 and #3)

3. Reference to "Building Pads" should be "Limits of Disturbance Area/Building Pad" All Lots in Willow Ranch are subject to specific LODA designated by setbacks from Lot property boundary for Lots 3, 4, 5, and by survey for Lots 1, 2, 6, and 7. The LOD for Lots 1, 2, 6, and 7 are shown on the lower-left part of the 1993 Plat. This issue was

PENDING APPROVAL

adjudicated by the Board of Adjustment where it found that Director Milliken misinterpreted the LODA lines as only standard Estate District "setbacks" resulting in illegally granting the building permit on August 9, 2021, for the sauna building on Willow Ranch Lot 4. Furthermore, in correspondence on December 5, 2021, the City **incorrectly** suggested only a CUP process was necessary (without a plat amendment) for the 90% complete and unpermitted pickleball court on Lot 3 which also violated the platted Limits of Disturbance Area. BoA Ruling 3-1-22. Apparently, Director Ward does not recall this ruling in which she participated and Planner Erlers has not been counseled or informed of this matter.

4. Should not the existence of Exhibit H to CC&Rs – Army Corps of Engineers (Corps) Permit # 199250275 be recognized and addressed in the Findings? The Limits of Disturbance/Buildings Pads were placed on the property as a result of the wetlands delineation by the developer and accepted by the Corps. The City adopted these boundaries.

5. The Staff Reports states:

   "When the Willow Ranch Subdivision was created, many restrictions were placed onto the Plat. Those restrictions were not incorporated into the Smith Subdivision Plat, but Ordinance No. 95-44 included COA 3 which stated, "All previous conditions of the Willow Ranch and McLeod Creek Subdivision shall remain in full force and effect" (Exhibit J). Staff recommends these be added as plat notes to the Amended Smith Subdivision Plat (Conditions of Approval 8)"

   Should not the 1993 MPD Conditions of Approval of the be added as a Plat Note?

I am available for clarification and further discussion.

Bob Theobald
435-714-0301

Attached Exhibits

- Notice of Final Action - Conditions of Approval – January 19, 1993 (COA #2 and #3)
- Excerpts from 1993 and 2022 CC&RS
- Army Corps of Engineers Permit #199250275 page 2 of 4 and Signature page.
- Email to City 2-7-2024 -- Notification of 2022 Amendment to CC&Rs
- Email to City 2-5-2024 – Executive Summary of Analysis of 2022 CC&Rs

PENDING APPROVAL

PARK CITY
1884

RECEIVED
FEB 3

January 29, 1993

Jeff Graham
Jack Johnson Company
1910 Prospect Avenue, Suite 200
Park City, UT 84060

NOTICE OF FINAL ACTION

Project Name: Willow Ranch Subdivision

Project Description: Preliminary and Final Plat of a 7-Lot Single Family Subdivision

Action Taken By Planning Commission: APPROVED - January 27, 1993

Action Taken By City Council: APPROVED - January 28, 1993

Conditions of Approval:

1. Information shall be included on the plat regarding the following:
   - house and barn building pads, sizes and heights
   - wildlife corridors
   - fire sprinkling

2. Prior to plat recordation the City Council, City Attorney and City Engineer shall have reviewed and approved the plat and accompanying Animal Management Plan. The Animal Management Plan shall include restrictions on the number of horses, grazing, fencing, and uses within the wildlife corridor.

3. Prior to plat recordation the Community Development Department and City Attorney shall have reviewed and approved the CC&Rs which shall include restrictions on architecture and use.

4. Prior to plat recordation the City Engineer shall have received approval from all utility companies serving the property. The plat shall have been deemed to be denied in the event utility easements not currently shown on the plat are in fact required by any franchised utility provider and a new plat shall be required to be approved by the City. This condition does not apply to various drainage easements for existing storm drain channels and culverts, which shall be shown on the plat.

PENDING APPROVAL

Park City Municipal Corporation • 445 Marsac Avenue • P.O. Box 1480 • Park City, UT 84060-1480
Community Development (801) 645-5020 • Engineering 645-5020 • Building 645-5040
Planning 645-5021 • FAX (801) 645-5078

5. The security guaranteeing the installation of public improvements shall include stream channel mitigation according to a plan approved by the Community Development Director. It is anticipated that the mitigation will take two or more years to accomplish and it is the intent of the Planning Commission that no public improvements shall be accepted by the City until the Community Development Director has determined that successful mitigation has been accomplished. A separate guarantee will be required to ensure adequate mitigation of disturbance to the stream channel in accordance with the approved plan.

6. A note shall be added to the plat that the driveway must be paved prior to occupancy of each house.

7. A sidewalk shall be included along the cul de sac.

8. The staff shall revise the language in the CC&Rs regarding accessory apartments to limit the unit square footage so as to preclude construction of duplexes, ensure adequate parking, restrict nightly rentals, and require entrance from the main structure.

Date of Expiration: January 28, 1994

SM McIntyre 2/2/93

Suzanne McIntyre, AICP
Senior Planner

Date

ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge the conditions by which the project referred to above was approved.

Richard W. [illegible] Date 2/11/93

Pres. Willow Ranch Development Inc

NO CONSTRUCTION SHALL BE PERMITTED UNTIL A SIGNED COPY OF THIS LETTER, SIGNIFYING CONSENT TO THE CONDITIONS OUTLINED ABOVE, HAS BEEN RETURNED TO THE PLANNING DEPARTMENT.

PENDING APPROVAL

Excerpt from 2022 CC&Rs

title of the land, and be binding upon the Owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in the Property and shall inure to the benefit of all other Property.

NOW, THEREFORE, after incorporating the above Recitals, the Association strikes Articles 1-11 of the Original Declaration, including all its exhibits, and replaces those provisions as follows:

These covenants, conditions, and restrictions shall be binding upon the Association as well as its successors in interest and may be enforced only by the Association or by any Owner; and, no other persons or entities, including but not limited to the City and adjacent neighbors, have the ability to enforce the Declaration, Articles, Plat, or Bylaws ("Governing Documents"). Only Owners have standing to enforce the Governing Documents upon another Owner or the Association.

"THEREFORE" of the 2022 CC&Rs **strikes (deletes) Articles 1-11 and all Exhibits of the original 1993 CC&Rs including**:

1. Exhibit "H" - Corps Permits 199250275 (wetlands restrictions).
2. Limits of Disturbance definition – Changed to allow Improvements outside the original LOD without consent of the Corps nor the City.
3. The definition and application of Floor Area has been changed to a new term and definition - "living area" - which is proposed to determine compliance with maximum home square footage specifically affecting Lot #2 Plat Notes #13, #17 and #19. This methodology of calculating Floor Area is in violation of the LMC, Plat Notes and original CC&Rs.
4. Exhibit F - Max Floor Area has been replaced with Exhibit "D"

"Limits of Disturbance Area" shall mean the area within each Lot which is the outer limit of the area which may be disturbed by construction activity. The maximum size of the Limits of Disturbance Area for each Lot is shown on Exhibit "F" to this Declaration. For an Equestrian Lot, the lawful creation and maintenance of ponds, diversions, canals and other irrigation structures and their appurtenances shall not be subjected to the Limits of Disturbance

BOOK 711 PAGE 513

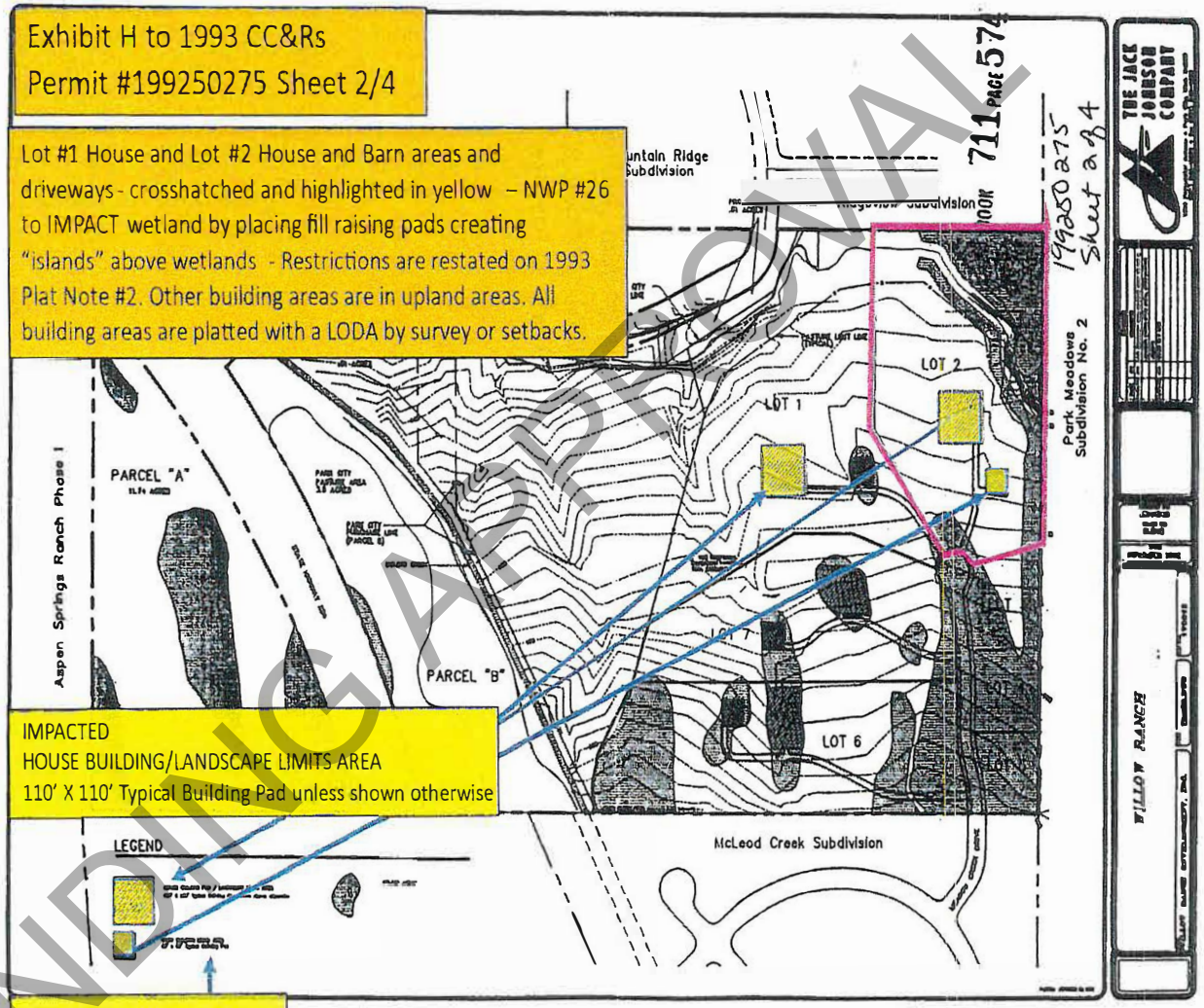
057\23383.1A
02/17/93/10:54 am

3

Area calculations. For a Lot, the Barn Limits of Disturbance Area shall mean the area designated as such on the Plat, and as shown on Exhibit F hereof. Each Lot owner will be required to comply with the terms and conditions of the permit issued by the Army Corps of Engineers relating to Wetlands mitigation and restoration. A copy of the Permit is attached as Exhibit "H" to this Declaration.

PENDING APPROVAL

Exhibit H to 1993 CC&Rs
Permit #199250275 Sheet 2/4



PENDING APPROVAL

predecessors) laws and you must have an understanding and direct say in interpreting, administering, and enforcing them, not just a brief from the legal department. If not available through the City without a GRAMA request, I can provide a link to the court documents upon request.

For a limited time, I am representing the lawsuit pro se. I have been willing to settle from day one - all it takes is compliance and enforcement. I would hope the City is prepared to seriously discuss settlement and end the litigation process. I am.

Otherwise…

Respectfully and hopeful,

Bob Theobald
2810 Holiday Ranch Loop Rd
Park City, Utah 84060
435-714-0301
Bob@Theoski.com

PENDING APPROVAL

Date: February 5, 2024
To: Mayor Worel, City Council, Planning Commission and Staff
From: Bob Theobald
Re: **Executive Summary - Analysis of Willow Ranch 2022 CC&Rs - Update**

The recently discovered (December **2023**) amended Willow Ranch Declaration of Covenants, Conditions, and Restrictions (CC&Rs) were executed on November 28, 2022 by the HOA Vice President Alaine Caraher (Owner Lot 6) and recorded by the Summit County Recorder on December 7, **2022**. The amended CC&Rs are believed to violate elements of the 1993 Master Plan Development (MPD), Ordinance 2021-20, the Sensitive Lands Overlay (SLO) and Army Corps of Engineer's (Corps) restrictions.

Planning Commissioner Sarah Hall, now Chair, owns/controls Lots 1 and 2 in Willow Ranch Subdivision and may have orchestrated the amendments in fall of 2022 to assist in concealing and facilitating an improper building permit and other violations beginning in 2021. Subsequently during 2023, Commissioner Hall apparently continued to systematically amend City regulations affecting her development plans by participating and voting on LMC amendments beneficial to her without properly disclosing a conflict of interest directly related to on-going landscaping and Development activities in "previously verified wetlands" in the SLO zone.

The Hall's Willow Ranch Lot 2 Replat - Ordinance 2021-20 references many provisions of the 1993 CC&Rs that are definitive to, and inseparable from, the Ordinance/Plat that demands compliance. However, consequential elements of the 1993 CC&Rs have been stricken/deleted which renders the Ordinance (Plat and Notes) moot. It is impossible for a City planner or the general public to ascertain and enforce the intent of the 1993 MPD, Plats, SLO or Corps restrictions by reviewing only the 2022 CC&Rs as several integral elements have been deleted or materially changed.

Specific issues – (not all inclusive):

1. Deleting "Limits of Disturbance Area" (LODA) designated by the Corps and adopted by the City.
2. Deleting Article 3.3 Variance providing for LODA amendment approval by the City and Corps
3. Deleting Exhibit H - Army Corps of Engineers Permit #199250275 (wetlands restrictions)
4. Changing the methodology of the applicable Maximum Floor Area of the Dwelling and Barn
5. Deleting elements necessary to provide notice to Owners and City staff of applicable wetlands regulations and other criteria for SLO analysis including view corridors.

The 2022 CC&Rs changed the meaning of the Ordinance/Plat. Evidence shows that certain City officials may have been aware of, and/or otherwise condoned or complicit to the 2022 CC&Rs amendment as it appears that no repudiation has been directed to City staff or recorded of public record. In fact, staff may have relied upon and employed the 2022 CC&Rs in performance of their duties without proper diligence, disclosure to superiors, or provided the facts in responses to Complainant's GRAMA requests.

The documents linked below detail specific major violations and impacts of the 2022 CC&Rs.

- Dropbox - Analysis and Supporting Documents
  - Analysis Narrative
  - 1993 CC&Rs and 2022 CC&Rs
  - 1993 Plat and Notes
  - 2021 WLR -Lot 2 Plat with Amended and Restated Plat Notes
- Staff Report 2021-20 Lot 2 Plat Amendment
- Ordinance 2021-20 Lot 2 Replat

PENDING APPROVAL

Planning Commission
Staff Report

Subject: **1115 Aerie Drive**
Application: **PL-21-05101**
Authors: **Spencer Cawley, Planner II**
Jason Berntson, Planning Technician
Date: **April 10, 2024**
Type of Item: **Conditional Use Permit – Private Recreation Facility**

Recommendation

(I) Open a public hearing, and (II) continue to April 24, 2024, to allow the Applicant time to update materials for the Planning Commission's review.

Description

Applicant:	Gary Sutton/1115 Aerie, LLC Wade Budge, Applicant Representative
Location:	1115 Aerie Drive
Zoning District:	Estate Sensitive Land Overlay
Adjacent Land Uses:	Single-Family Residential Open Space
Reason for Review:	The Planning Commission reviews and takes Final Action on Conditional Use Permits[1]

[1] LMC § 15-1-8

Browne Sebright

From: Robin Felton [redacted]
Sent: Monday, July 4, 2022 5:24 AM
To: Browne Sebright
Subject: [External] 1115 Aerie Drive Sport Court

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: 1115 Aerie Drive Public Comment

[CAUTION] This is an external email.

Hello, we own the house across the street from this sport court. The owner of this house has been working on this massive landscape project which also includes a commercial quality play structure, for over a year. Not only have they been shut down for lack of proper permits, this “sport court” is practically on the road. We were never offered an opportunity to review any lighting or related before or during this project. If and when the lights are used they will shine right into the main area of our house. We assume the noise level will be challenging as well.

I am frustrated with how this project has been handled by the home owner. We were told it is a rental investment property. I am against this sport court and all activities related to it. Do we have any rights here?
Thank you, Robin Felton
--
The PC Feltons
Jeff, Robin, Coleman, Graham, Hoyt & Wyette
cell [redacted]

Browne Sebright

From: Craig Kipp [redacted]
Sent: Tuesday, July 5, 2022 7:33 AM
To: Browne Sebright
Subject: [External] 1115 Aerie Dr....Application Proposal for a Private Recreation Facility

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: 1115 Aerie Drive Public Comment

[CAUTION] This is an external email.

Browne,

I am a resident of the Aerie. The bottom of my property is directly across Aerie Dr from this proposed recreation facility. We have two concerns…noise and night lighting.

1) Do you have drawings of the completed facility? 2) What is the intended use? 3) What is the lighting plan? 4) Is this a pickle ball court?

It also appears that one corner of the recently poured concrete pad extends into the easement setback along Aerie Dr. I tried to inform the landscape contractor of this issue last summer, but to no avail.

This will be the 3rd summer that this landscaping project has been under construction. The noise from excavators, dump trucks, cement trucks, backhoes has irritated everyone in the "Aerie". Many nights the construction continued late into the evening….even after talking to the contractor. Finally, the various construction trucks used my property as a turn-around area and ruined my lawn.

What is the plan, what is the use, when will it be finished?

Craig Kipp
[redacted]**(m)**
[redacted]
Park City, UT 84060

Browne Sebright

From: [redacted]
Sent: Tuesday, July 5, 2022 2:08 PM
To: Browne Sebright
Subject: Upcoming hearing 1115 Aerie Drive PL-21-05101

Follow Up Flag: Follow up
Flag Status: Completed

Categories: 1115 Aerie Drive Public Comment

Hi Browne – Thanks for returning my call last week. We live at [redacted] just above the property at 1115 Aerie Drive.

We have concerns about the noise and night lighting with respect to the proposed private recreational facility PL-21-05101. We would like to know whether this recreational facility would include a lighted sport court that can be used for Pickle Ball? If so, will it meet the recently adopted amendments to the Land Management code for both noise and lighting for Pickle Ball courts?

Recently the landscape lighting at 1115 Aerie was turned on and it's significantly brighter than anything else in the area even without additional lights for an outdoor recreation facility. In fact, we wonder if the current lighting meets the Park City night sky ordinance?

Is there a plan that can be shared with nearby residents showing the completed facility and all of its intended uses?

Thanks for addressing our concerns at the upcoming hearing.

[redacted]

From: Levi Jensen
To: Spencer Cawley; Rebecca Ward
Subject: FW: [External] 1115 Aerie Pickle Ball Court
Date: Friday, April 5, 2024 8:55:47 AM

-----Original Message-----
From: M B [redacted]
Sent: Wednesday, April 3, 2024 3:08 PM
To: planning <planning@parkcity.org>
Subject: [External] 1115 Aerie Pickle Ball Court

Warning: Replies to this message will go to maryloubiddiscombe@gmail.com. If you are unsure this is correct please contact the helpdesk.
[CAUTION] This is an external email.

Park city Planning Commission:

I am writing in regards to the Sport Court/Pickle Ball Court at 1115 Aerie. I am an uphill neighbor and will be negatively impacted by both the noise and additional people parking along the narrow steep road. It is my understanding that the sport court was not properly permitted (as it was not included on the homeowners landscape plan at all) by the owner and that a Pickle Ball Court would require additional permitting over and above a Sport Court. Building without the proper permits shows a lack of respect for our planning commission, and erodes your authority if it is allowed. Variances to building codes should be rare in my mind, however, I read in the news and hear anecdotally of many significant variance being requested in the Park City Area. If significant variances are granted, the codes should be changed so the building codes are standardized for everyone planning purposes. I would hope that our Planning Commission would uphold our codes and permitting requirements in this case to preserve our neighborhood and ensure more people don't bulldoze the code that is meant to preserve all neighborhoods and our city's character, safety and way of life.

Regards

Marylou Biddiscombe
[redacted] Aerie Drive
Park City, UT

Spencer Cawley

From: Craig Kipp [redacted]
Sent: Wednesday, April 3, 2024 11:40 AM
To: planning
Cc: Spencer Cawley
Subject: [External] PL-21-055101 (1115 Aerie Dr, Pickle Ball Court)

Warning: Replies to this message will go to [redacted] If you are unsure this is correct please contact the helpdesk.

[CAUTION] This is an external email.

Park City Planning Commission:

The residents of the “Aerie”, and the Planning Commission, need to know if the 1115 Aerie Dr. "Sports Court" is really a Pickle Ball court. And, If so, the proper permits must be obtained.

To be a good neighbor, the owners should willing state the purpose of their sports court.

Proper permits for a pickle ball court have never been requested, obtained, or even detailed on a site plan. Also, permits have never been requested, obtained or shown for even a sports court. Nothing can be “grandfathered” here.

See:

- Building permit #211-122 Approved site plan, (dated 2/5/21)
- October 1, 2021 Park City code compliance letter: CE-21-01142 “Working outside of scope and without a permit for sport court".

Thus, while the original site plan does not show a sport court, the City's October 2021 compliance letter requires permitting action for any potential sports court. Further, if this is really a pickle ball court, another level of approval and permitting is required.

Unfortunately the entire, and ongoing, 4 year landscape raising has given the neighborhood the sense of a rigorous effort to bypass permitting requirements, all to the detriment of the neighbors.

If a pickle ball court is declared, the Planning Commission must require that the permitting process begin.

Aerie resident
Craig Kipp

From: planning
To: Spencer Cawley; Rebecca Ward
Subject: FW: [External] 1115 Aerie Drive meeting April 10, 2024
Date: Friday, April 5, 2024 5:16:45 PM

From: Ginny Schulman [redacted]
Sent: Friday, April 5, 2024 5:06 PM
To: planning <planning@parkcity.org>
Subject: [External] 1115 Aerie Drive meeting April 10, 2024

Warning: Replies to this message will go to [redacted]. If you are unsure this is correct please contact the helpdesk.

[CAUTION] This is an external email.

Park City Planning Commission
C/O Park City Planning Department

RE: 1115 Aerie Drive Application for a sport court

I have reviewed the history of this permit from the original application.

1. The approved site plan did comply with the setbacks and the steep slope requirements but that is not what was constructed.
2. The approved plan had no mention of a sports court.
3. The owner claims that his landscaper developed the recreational area of the property without the owner's knowledge and the owner was unaware that he was in violation of his permit. On the face this statement (made by the owner) is absurd. The retaining wall on the north side of the current pad for the sports court is well beyond the 4 or 6 foot height requirements.
4. On October 1, 2021 there was a stop work order stating that the project did not have a permit for a sport court and the works was exceeding the scope permitted.

Basically what has occurred here is an owner's blatant disregard for the permitting process and the guidelines set forth by the Planning Department and the Land Management Code. There is no place in this residential neighborhood for a sports court and specifically for a pickleball court that will destroy the tranquility of the neighborhood. If the owner were to do, or be required to do, a noise study I am sure it would not meet standard set under the city code.

He did not have a permit for a sport court or the retaining walls that were built but has continued to try and muscle his way to get something that does not fit into this residential neighborhood, all the while claiming that he wants to be a "good neighbor."

Please deny this latest appeal.

Sincerely,

Virginia Schulman
[redacted] Aerie Drive
[redacted]

Planning Commission
Staff Report

Subject: **Park City Peaks Hotel Courtyard Tent**
Application: **PL-23-05669**
Author: **Spencer Cawley, Planner II**
Date: **April 10, 2024**
Type of Item: **Conditional Use Permit – Parking Demand Study Report**

Recommendation

(I) Review the Park City Peaks Hotel Parking Demand Study, (II) allow public input, and (III) provide direction to the Applicant.

Description

Applicant:	Park City Peaks Hotel Sean Rayner, Applicant Representative
Location:	2356 Park Avenue
Zoning District:	Residential Development – Medium Density
Adjacent Land Uses:	Multi-Unit Residential Single-Family Residential Saddle View Office Park
Reason for Review:	Tents installed for longer than 14 days and more than five times per year require approval by the Planning Commission consistent with Conditional Use Criteria in LMC § 15-1-10;[1] the Planning Commission may reduce parking requirements if the Applicant provides a parking study that ensures Off-Street Parking is adequate.[2]

LMC	Land Management Code
RDM	Residential Development – Medium Density
TDM	Transportation Demand Management

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

[1] LMC § 15-4-16(A)(7)
[2] LMC § 15-3-7

Summary

On July 26, 2023, the Planning Commission approved a modified Conditional Use Permit (CUP) to allow the Peaks Hotel to install a tent in the rear courtyard for two periods extending longer than 14 days per installation (Staff Report; Meeting Minutes). Winter installation is from the last week of November to the second week of April, and summer installation is from the last week of May to the first week of October. The Planning Commission's approval outlines two Conditions of Approval:

- Condition of Approval 15 – The Applicant shall provide an updated winter parking demand study for President's Day week 2024 for review by the Planning Commission at the end of the Winter season.
- Condition of Approval 16 – The Applicant shall return for review with the Planning Commission within four weeks of the end of the Winter season.

The Applicant will present the hotel's operations since the July 2023 approval and the Planning Commission will consider whether the Applicant can continue as currently conditioned or if further mitigation is required.

Background

The Park City Peaks Hotel, constructed in 1985, faces Park Avenue. It is on Lot 1 of the Parkview Subdivision (Exhibit B) and is in the Residential Development – Medium Density (RDM) Zoning District. The hotel has 127 rooms, 135 off-street parking spaces, and the Versante restaurant. The site is approximately 60,000 square feet (1.3 acres).



Figure 1: Placement of tent, interior courtyard area along Jupiter View Drive.

In 2020 and 2021, to support the community and local businesses during the COVID-19 pandemic, the City provided waivers to some administrative permits to support social distancing and outdoor uses. Many businesses found creative solutions to support Summit County Health Department and Center for Disease Control and Prevention (CDC) policies. For the Peaks Hotel, this resulted in several permits and projects, namely, enclosing their outdoor patio to create more indoor area, creating Versante on the Lawn, and adding a tent to the rear courtyard area allowing room for social distance dining and sitting areas during the Winter.

Previous Land Use applications for this site include:

- PL-20-04657 – Enclosed Outdoor Dining Area of Versante
- PL-20-04570 – Outdoor Event and Food Truck with Temporary Structures for Versante on the Lawn (August 3, 2020 – September 20, 2020)
- PL-21-04764 – Outdoor Event and Food Truck with Temporary Structures for Versante on the Lawn (June 5, 2021 – September 12, 2021)
- PL-22-05132 – Outdoor Event, Outdoor Dining, Temporary Structures for the Peaks Hotel and Versante on the Lawn

On May 11, 2022, the Planning Commission heard the proposal for the tent CUP and parking reduction for Versante on the Lawn. The Commission generally favored the Peaks Hotel having a temporary tent and Versante on the Lawn but had reservations regarding parking and visual impacts (Meeting Minutes, p. 16).

The Commission requested a TDM plan that would allow all guests access to the underground parking lot and prohibit guest parking along Jupiter View Drive through signage and towing.

The Applicant provided several items to support the Commission's request, including:

- Hotel contracts with parking information for guests to park underground and requirements for events held at the hotel.
- A towing contract.
- Painting the curb red along Jupiter View Drive with no-parking signs on the side of the road along the hotel's property.
- KPCW ad, running three times per week, informing future guests of public transit and active transportation opportunities to Versante with an incentive for discounts on food.
- An updated parking review, including statistical numbers for Versante on the Lawn.

Additionally, on May 11, 2022, the Applicant was amenable to only using the tent in the rear courtyard for hotel events subject to the following regulations:

- 12 tent assemblies per year.
- Apply for a fire permit with each tent assembly.
- The tent may be installed for five days maximum per assembly.

- A one-year review, with a notice to properties within 300 feet, to ensure impacts are mitigated appropriately.

In July 2023, the Planning Commission determined that the TDM plan complied with the 2022 CUP approval and mitigated parking impacts to the surrounding neighborhood. Additionally, Versante on the Lawn is no longer active, further reducing traffic and parking impacts on the site and the surrounding property owners. The Planning Commission approved the Applicant's request for the continued installation of the tent pending review at the conclusion of the winter installation period.

Analysis

(I) Parking

The Peaks Hotel has 135 parking spaces between the north lot, south lot, and parking garage. LMC § 15-3-6(B) outlines the parking ratio requirements for non-residential uses. The following table outlines the required Off-Street Parking for the hotel:

Use	Parking Ratio Requirements per LMC 15-3-6:	Existing Condition at Peaks Hotel:	Required Number of Spaces:
Hotel, Minor and Major	1 space per room or suite, and 1 space per 200 sf of separately leasable commercial space	127 Hotel Rooms	127
		1655 sq ft meeting/conference space	8.2
Temporary Structure		800 sq. ft. Tent (Proposed additional Leasable Commercial Space)	4
Restaurant, Standard and Bar	1 space for every 100 sf of net leasable Area, including kitchen Areas	2013 sq ft. Front of House	20
		910 sq. ft. Back of House	9
		Hotel and Restaurant Total Spaces:	164.2
		Hotel, restaurant, and Tent Total Spaces:	168.2

LMC § 15-3-7 authorizes the Planning Commission to reduce parking requirements if the Applicant provides a parking study that ensures the parking is adequate. The parking study shall analyze the following:

1. Parking Uses will overlap;
2. Commercial spaces within the project will serve those residing within the project rather than the general public;
3. Or other factors that support the conclusion that the project will generate less parking than this Code would otherwise require.

In March of 2022, the Applicant engaged Canyon Engineering to complete a parking study. The Planning Commission asked the Applicant to conduct an additional parking study in the Summer of 2022, which was reviewed in July 2023 as part of the one-year review. The study was conducted from July 7 to August 1, 2022. A count of parked cars was taken every hour, from 8:00 AM until 9:00 PM. The daily average is outlined below:

Date	Average Cars Parked on This Day
Thursday, July 7	56
Friday, July 8	71
Saturday, July 9	76
Sunday, July 10	60
Monday, July 11	49
Tuesday, July 12	52
Wednesday, July 13	63
Thursday, July 14	55
Friday, July 15	71
Saturday, July 16	84
Sunday, July 17	71
Monday, July 18	44
Tuesday, July 19	52
Wednesday, July 20	49
Thursday, July 21	54
Friday, July 22	62
Saturday, July 23	71
Sunday, July 24	58
Monday, July 25	46
Tuesday, July 26	38
Wednesday, July 27	52
Thursday, July 28	62
Friday, July 29	73
Saturday, July 30	63
Sunday, July 31	47
Monday, August 1	41

The day with the highest average parking was Saturday, July 16, with an average of 84 parked cars. The day with the lowest average parking was Tuesday, July 26, with an average of 38 parked cars. Friday, July 8 at 6:00 PM was the only time to reach the parking capacity of 135 cars. The count dropped to 84 parked cars at 7:00 PM and increased to 129 at 8:00 PM.

The Planning Commission required the Applicant to complete a final parking study during the peak times of the 2024 President's Day weekend (Condition of Approval 15; Exhibit A, p. 8). The table below shows the parking counts from Saturday, February 17, through Tuesday, February 20, 2024:

Date	Average Cars Parked on This Day
Saturday, February 17	57
Sunday, February 18	58
Monday, February 19	53
Tuesday, February 20	57

The highest number of parked cars was 91 on Saturday, February 17, 2024, at 7:00 PM, which dropped to 86 by 9:00 PM. At no time over President's Day weekend did the parking lot reach full capacity (Exhibit C).

The Applicant indicates that most cars park in the north parking lot because they are unaware of the south parking lot. The Applicant uses the following strategies to regulate Off-Street Parking:

- Two on-site bike racks (parking for 36 bikes).
- Garage remains open to the public for use during hotel invite-only events.
- Maintains a towing contract.
- "No Parking" signs and a painted red curb along the hotel's side of Jupiter View Drive.
- Security to manage traffic during hotel events.
- Signs directing parking to the garage entrance and the south lot, only used during hotel events.



Additionally, Peaks Hotel includes the following on their guest contract:

Parking: The Peaks Hotel is a bustling property in a small mountain town with limited parking spaces.The use of alternative transportation is highly recommended. While we make every effort to accommodate everyone visiting, the hotel and Versante guests receive priority.Guests visiting the property for an event/meeting that are not staying on-site will find that vehicles are subject to towing if hotel designated areas are not utilized. We urge you to request that your guests not staying at the hotel book ride share, take public transportation or carpool to the property.
Please Initial _____

Because Versante on the Lawn was discontinued, the hotel is no longer utilizing the outdoor space for the restaurant. Hotel, Restaurant, Tent, and Versante's Outdoor Use required a total of 176.2 Off-Street Parking spaces. The Planning Commission approved a reduction of 41 spaces for a total of 135 parking spaces. The Applicant is now

requesting the Planning Commission consider a reduction of 33 spaces for the Use of the hotel, restaurant, and temporary tent.

In the June 15, 2022, Staff Report, the Planning Team included the following in the parking analysis:

> *The required parking stated by the LMC may call for higher amounts of parking spaces because the code does not address uses that overlap on the same property. The Hotel, restaurant, and conference areas are overlapping uses at the Peaks Hotel, often serving many of the same guests on the same property.*
>
> *Reported by the Applicant, less than 50% of hotel guests stay without a car. On average, approximately 20% of diners at Versante are guests of the hotel. The Manager of the Peaks Hotel also stated that when events or weddings are held at the hotel, parking information is sent to the guests prior to the event. Currently parking is mitigated by helping guests arrange for buses or other options for transportation to the hotel. Additionally, the Manager noted that during peak hours, representatives of her team will be outside to ensure there is no encroachment on the neighbor's side of the street.*

Does the Planning Commission find the parking studies during peak summer and winter seasons and the TDM plan provided by the Applicant adequately mitigate the request for a parking reduction for the Applicant's continued installation of the Tent as conditioned in the July 26, 2023, approval?

Department Review

The Planning Department, Executive Department, and City Attorney's Office reviewed this report.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on March 27, 2024. Staff mailed courtesy notice to property owners within 300 feet on March 27, 2024. The *Park Record* published courtesy notice on March 27, 2024.[3]

Public Input

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

Exhibits

Exhibit A: Final Action Letter dated July 26, 2023
Exhibit B: 2022 Summer Parking Study
Exhibit C: 2024 Winter Parking Study
Exhibit D: Peaks Hotel Guest Contract

[3] LMC § 15-1-21

Planning Department

July 26, 2023

Sean Rayner
2346 Park Avenue
PO Box 1778
Park City, UT 84060
(435) 901-1453

CC: Park City Peaks Hotel

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	2346 Park Avenue
Zoning District:	Residential Development – Medium Density
Application:	Conditional Use Permit
Project Number:	PL-23-05669
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	July 26, 2023
Project Summary:	The Peaks Hotel is required to complete a one-year review with the Planning Commission. If the CUP is not reviewed, then the June 15, 2022, approval for a parking reduction and the outdoor uses may be revoked. Additionally, the Applicant requests the Planning Commission modify the CUP approval to allow for the tent in the rear courtyard area to remain installed for longer than the five-day-period, but not to exceed 180 days per installation.

Action Taken

On July 26, 2023, the Planning Commission conducted a public hearing and approved the Conditional Use Permit (CUP) for a temporary tent and reduced parking according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact

1. On June 15, 2022, the Planning Commission approved a Conditional Use Permit (CUP) to allow the Peaks Hotel to install a tent in the rear courtyard area 12 times per year for five days each installation. The Planning Commission also approved a parking reduction for the site.
2. The Peaks Hotel was constructed in 1985.
3. The Peaks Hotel is located on Lot 1 of the Parkview Subdivision and is in the Residential Development – Medium Density (RDM) Zoning District.
4. The hotel contains 127 rooms, 135 Off-Street Parking spaces, and the Versante Restaurant.
5. The site is approximately 60,000 square feet (1.3 acres).
6. Temporary structures, or tents, are a Conditional Use in the RDM Zoning District.
7. Condition of Approval 17 of the Final Action Letter dated June 15, 2022, requires the Applicant to complete a one-year review with the Planning Commission. This review may require changes to the CUP approval or the Traffic Demand Management (TDM) plan to ensure compliance and mitigation of impacts. If the CUP is not reviewed then the approval for a parking reduction and the outdoor uses may be revoked. The Planning Commission reviewed the plan in 2022 and found mitigation was sufficient.
8. The Peaks Hotel requests that the Planning Commission modify the CUP approval to allow for the tent in the rear courtyard area to remain up for more than the approved five-day-period. Due to the cost of installing and dismantling the tent, the Applicant requests to install the tent at the start of the Summer and remove the top panels when the tent is not in use.
9. Summer installation is the last week of May to the first week of October.
10. The Applicant also requests to install the tent for a second period during the Winter.
11. Winter installation is the last week of November to the second week of April.
12. During the Summer installation period, the tent is for private, invite-only events at the Peaks Hotel.
13. During the Winter installation period, the tent is for the use of hotel guests.
14. The location of the tent remains the same as approved by the Planning Commission in 2022 – the hotel's rear courtyard.
15. The tent complies with RDM Front, Rear, and Side Setbacks.
16. The Site is in the Frontage Protection Zone (FPZ). The tent location is more than30 feet from SR 224/Park Avenue and is shielded by the hotel on three sides.
17. The proposal, as conditioned, complies with LMC § 15-4-16 Temporary Structures, Tents, and Vendors.
    a. Parking. Complies – Installation of the tent will not reduce the site's Off-Street Parking.

b. Pedestrian Circulation, Emergency Access, Public Safety. Complies – Due to the location of the tent in the hotel's rear courtyard area, the tent will not impede pedestrian circulation. Park City Fire District reviewed the proposal on June 6, 2023, and did not have any concerns with the proposal. The Applicant is required to ensure proper emergency Access is maintained through inspections with the City's Fire Marshal. The tent requires an operations (fire) permit prior to installation. The Applicant is also required to maintain ire land and emergency access for personnel, vehicles, and equipment in the vicinity of the tent, and adjacent permanent Structures. Emergency clearance shall be to the satisfaction of the Fire Marshal.
c. Noise. Condition of Approval 1 – Wedding events in the courtyard have amplified music. All music is directed inward rather than toward the Parkview Condominiums. The Applicant indicates that all activity in the courtyard is over by 9:45 PM and hotel quite hours start at 10:00 PM.
d. Signs and Lighting. Conditions of Approval 2 & 3 – Signs are exterior lighting are not proposed with this application.
e. Heath Code, Fire Code, and Mass Gatherings. Condition of Approval 4.
f. International Building Code. Condition of Approval 5 – Section 3103 of the 2018 IBC regulates Temporary Structures installed for less than 180 days. "Tents, umbrella structures and other membranes structures erected for a period of less than 180 days shall comply with the International Fire Code" (IFC). Section 105.6.47 of the 2018 IFC says, "An operational permit is required to operate an air-supported temporary membrane structure, a temporary special event structure or a tent having an area in excess of 400 square feet".

18. The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E).
    a. Size and Location of Site. Complies – The tent is 20 feet by 40 feet. During the warm months, the tent does not have walls. In cold months, the ten will be enclosed with temporary walls. The tent is installed in the rear courtyard and is surrounded by the hotel on three sides—north, east, and south.
    b. Traffic. Complies – In the Summer, the tent is used for events, such as weddings, and will be utilized by guests of the hotel. The event planner is required by the hotel to hire a private shuttle service to pick up any event guests not staying at the Peaks Hotel. Theses event guests stay at other hotels in the area or a nightly rental. The private shuttle schedules times to pick up event guests, making only one trip to drop off at the private event. So far this year, the Peaks Hotel has held ten private events and no

private shuttle service was needed. In the Winter, the tent will be used by hotel guests only and will not create additional traffic.

c. Utility Capacity. Complies – The Water Department and Public Utilities reviewed the proposal and do not have concerns.
d. Emergency Vehicle Access. Complies – Park City Fire District reviewed the proposal and do not have concerns with access. The hotel's north parking lot is large enough for emergency vehicle access. The Applicant is also required to maintain fire lane and emergency access for personnel, vehicles, and equipment in the vicinity of the Temporary Structures, and adjacent permanent Structures. Emergency clearance shall be to the satisfaction of the Fire Marshal.
e. Location and Amount of Off-Street Parking. See Findings of Fact 17 through 26.
f. Internal Circulation. Complies – The location of the tent does not impact vehicles or pedestrians on site.
g. Fencing, Screening, and Landscaping. Complies – The tent is surrounded on three sides by the hotel. The top of the tent is visible over the berm from Jupiter View Drive and is visible from the Park View Condominiums. Peaks Hotel added trees to their property to help screen the tent from the properties across Jupiter View Drive. However, the tent is still visible.
h. Building Mass, Bulk, and Orientation. Complies – The tent is appropriately sized for the location of the courtyard. The Building's mass helps to shield the tent on three sides.
i. Open Space. Complies – The tent is installed on an existing concrete pad and does not interfere with Open Space.
j. Signs and Lighting. Conditions of Approval 2 & 3 – New signs are not proposed with this modification. New temporary or permanent signs require a sign permit. No exterior lighting is proposed or approved with this CUP. Exterior lighting must be Fully Shielded and cannot exceed 3,000 degrees Kelvin. Any exterior lighting must be reviewed and approved by the Planning Department prior to installation. String lights are permitted year-round on decks, porches, and patios, but are not allowed in landscaping.
k. Physical Design and Compatibility. Conditions of Approval 6 through 10 – The tent is compatible with the courtyard in a temporary nature. All mechanical equipment is screened, and the tent is screened by the hotel on three sides. The view from Jupiter View drive impacts the neighbors view from across Jupiter View Drive as noted above. The Applicant requests to keep the frame of the tent up and remove the top panels when not in use for an event during the Summer installation period. The

Applicant requests to keep the tent top panels and walls installed during the Winter installation period. Pursuant to the IBC and the IFC, a temporary structure can be installed for 180 days and requires an operational (fire) permit.

l. Noise. Condition of Approval 1 - Outdoor Uses must comply with the Park City Noise Ordinance. Wedding events in the courtyard have amplified music. All noise is directed inward rather than toward the Parkview Condominiums. Since approval last year, neither the City nor the Hotel received noise complaints. The Applicant indicates that all activity in the courtyard is over by 9:45 PM and hotel quite hours start at 10:00 PM. During the Winter, a heater is added to the tent to keep guests warm. The heather is screened from neighboring properties. No other mechanical factors are proposed for the tent.

m. Delivery and Service Vehicles. Complies – Delivery and Service Vehicles will operate as normal. The tent does not modify the operations of the hotel as related to deliveries, loading, or unloading.

n. Ownership and Management. Complies – The tent and all activity associated with the tent is managed by the Applicant.

o. Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site. Complies – The Peaks Hotel is outside the Soil Ordinance Boundary and the Sensitive Land Overlay. The location of the courtyard is level and does not connect to any neighboring Structure.

p. Consistency with the Goals and Objectives of the Park City General Plan. Complies – The Peaks Hotel is located in the Park Meadows Neighborhood. It is significant to the Park City entryway corridor. Park Meadows is also the neighborhood with the highest population of full-time residents. The neighborhood has a high-quality aesthetic that the General Plan says should be preserved. The tent will be significantly shielded by the hotel to protect the entryway corridor and neighborhood appeal.

19. The Peaks Hotel has 135 parking spaces between the north lot, south lot, and parking garage.

20. The Site has the following uses and requires the following number of Off-Street Parking spaces:

- Hotel, Minor and Major – 127 spaces
- Meeting/Conference Space – 8.2 spaces
- Temporary Structure (tent) – 4 spaces
- Restaurant, Standard and Bar – 29 spaces
- TOTAL – 168.2 spaces

21. LMC § 15-3-7 authorizes the Planning Commission to reduce parking requirements.
22. The Applicant was approved for a reduction of 41 spaces in 2022. The Applicant is now requesting a reduction of 33 spaces because Versante on the Lawn is discontinued, and the Peaks Hotel is no longer utilizing the outdoor space for the restaurant.
23. The Applicant conducted a parking study from July 7, 2022, to August 1, 2022. A count of parked cars was taken every house, from 8:00 AM until 9:00 PM.
24. The day with the highest average parking was Saturday, July 16 with an average of 84 parked cars.
25. The day with the lowest average parking was Tuesday, July 26 with an average of 38 parked cars.
26. Friday, July 8 at 6:00 PM was the only time to reach parking capacity of 135 cars. The count dropped to 84 cars at 7:00 PM and increased to 129 at 8:00 PM.
27. The Applicant uses the following strategies to regulate Off-Street Parking:
    - Two on-site bike racks (parking for 36 bikes)
    - Garage remains open to public for use during hotel invite-only events
    - Maintains a towing contract
    - "No Parking" signs and a painted red curb along the hotel's side of Jupiter View Drive.
    - Security to manage traffic during hotel events
    - Signs directing parking to garage entrance and south lot
28. The parking study indicates that during peak summer season, there is sufficient Off-Street Parking available and the TDM plan is an effective parking mitigation tool.
29. The Development Review Committee reviewed the proposal and finds it complies with required standards.
30. Staff posted notice on the City's website and the Utah Public Notice website, and posted to the property on June 14, 2023. Staff mailed courtesy notice to property owners with 300 feet on June 14, 2023.
31. The *Park Record* published notice on June 14, 2023.
32. The review of the proposal and the public hearing was continued to July 26, 2023. The property was again noticed on July 12, 2023.

Conclusions of Law

1. The Application, as conditioned, complies with LMC § 15-1-10(E) *Conditional Use Permit Criteria*, LMC Chapter 15-2.14 *Residential Development – Medium Zone*, LMC § 15-4-16 *Temporary Structures, Tents, and Vendors*, and LMC § 15-3-6(B) *Parking Ratio Requirement for Non-Residential Uses.*
2. The proposed Use, as conditioned, is compatible with the surrounding structures in Use, scale, mass, and circulation.

3. The effect of any differences in Use or scale have been mitigated through careful planning.

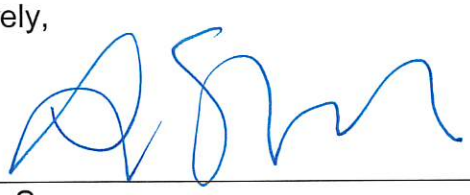
Conditions of Approval

1. The Applicant shall comply with Municipal Code Chapter 6-3 *Noise*, which establishes a maximum of 55dBA from 6:00 AM through 10:00 PM.
2. New temporary or permanent signs shall require a sign permit.
3. Exterior lighting shall be Fully Shielded and cannot exceed 3,000 degrees Kelvin. Any exterior lighting shall be reviewed and approved by the Planning Department prior to installation. String lights are permitted year-round on decks, porches, and patios, but are not allowed in landscaping. Seasonal lights are permitted from November 1 to March 1 and must be turned off by midnight.
4. The Use shall not violate the Summit County Health Code, the Fire Code, or State Regulations on mass gatherings.
5. The Use shall not violate the International Building Code or the International Fire Code.
6. Installation of the tent for the Summer is limited to the last week of May to the first week of October and cannot exceed 120 days.
7. Installation of the tent for the Winter is limited from the last week of November to the second week of April and cannot exceed 120 days.
8. Only the tent frame is allowed to remain installed during the Summer installation. The applicant shall install the top panels one day before and remove the top panels one day after a Summer, private event.
9. At the end of the installation period, the frame must be dismantled and removed from the site.
10. A Fire Permit is required prior to installation of the tent and inspection by the Fire Marshall after installation every two weeks.
11. The tent shall not exceed 20 feet by 40 feet or 800 square feet.
12. Operation of the tent with expired permits from any applicable City Department may result in the CUP becoming void. Building and Fire Permits must be up to date to install and use the tent.
13. The Applicant shall submit a parking management plan to the Planning Director, which includes prioritizing the underground parking for hotel guests. If the Planning Director determines the Applicant cannot manage parking for all the Uses on Site, including hotel, restaurant, events, and employees, the Planning Department will provide notice to the Applicant and they may be required to reduce attendance to an event, terminate programming, or create additional mitigation strategies to keep all parking on-site. If parking cannot be maintained on-site for hotel events, the Planning Director reserves the right to revoke this CUP.

14. The Applicant committed to and shall continue to provide guests with detailed information regarding underground parking and requirements for parking during hotel events. The hotel shall continue to operate their towing contract to ensure off-site parking regulations are enforced.
15. The Applicant shall provide an updated winter parking demand study for President's Day week 2024 for review by the Planning Commission at the end of the Winter season.
16. The Applicant shall return for review with the Planning Commission within four weeks of the end of the Winter season.

If you have questions or concerns regarding this Final Action Letter, please call (435) 615-5065 or email spencer.cawley@parkcity.org.

Sincerely,



Laura Suesser
Planning Commission Chair

CC: Spencer Cawley, Project Planner

Date	7/7/2022 TH		7/8/2022 F		7/9/2022 S		7/10/2022 S		7/11/2022 M		7/12/2022 T		7/13/2022 W		7/14/2022 TH	
	8:00 AM	68	8:00 AM	65	8:00 AM	72	8:00 AM	75	8:00 AM	61	8:00 AM	49	8:00 AM	69	8:00 AM	63
	9:00 AM	58	9:00 AM	59	9:00 AM	66	9:00 AM	52	9:00 AM	54	9:00 AM	49	9:00 AM	66	9:00 AM	65
	10:00 AM	48	10:00 AM	51	10:00 AM	62	10:00 AM	41	10:00 AM	48	10:00 AM	46	10:00 AM	43	10:00 AM	46
	11:00 AM	38	11:00 AM	39	11:00 AM	42	11:00 AM	35	11:00 AM	39	11:00 AM	43	11:00 AM	41	11:00 AM	40
	12:00 PM	30	12:00 PM	33	12:00 PM	42	12:00 PM	30	12:00 PM	33	12:00 PM	38	12:00 PM	38	12:00 PM	31
	1:00 PM	33	1:00 PM	37	1:00 PM	48	1:00 PM	28	1:00 PM	28	1:00 PM	37	1:00 PM	36	1:00 PM	35
	2:00 PM	36	2:00 PM	46	2:00 PM	48	2:00 PM	30	2:00 PM	33	2:00 PM	39	2:00 PM	43	2:00 PM	40
	3:00 PM	45	3:00 PM	49	3:00 PM	76	3:00 PM	44	3:00 PM	35	3:00 PM	46	3:00 PM	60	3:00 PM	41
	4:00 PM	52	4:00 PM	66	4:00 PM	90	4:00 PM	58	4:00 PM	39	4:00 PM	48	4:00 PM	59	4:00 PM	51
	5:00 PM	55	5:00 PM	95	5:00 PM	86	5:00 PM	70	5:00 PM	57	5:00 PM	60	5:00 PM	70	5:00 PM	59
	6:00 PM	76	6:00 PM	135	6:00 PM	93	6:00 PM	100	6:00 PM	67	6:00 PM	62	6:00 PM	81	6:00 PM	69
	7:00 PM	88	7:00 PM	84	7:00 PM	117	7:00 PM	94	7:00 PM	64	7:00 PM	75	7:00 PM	101	7:00 PM	82
	8:00 PM	76	8:00 PM	129	8:00 PM	119	8:00 PM	92	8:00 PM	54	8:00 PM	69	8:00 PM	96	8:00 PM	78
	9:00 PM	80	9:00 PM	114	9:00 PM	106	9:00 PM	88	9:00 PM	70	9:00 PM	73	9:00 PM	80	9:00 PM	75
Average		56		71		76		60		49		52		63		55

	7/15/2022 F		7/16/2022 S		7/17/2022 S		7/18/2022 M		7/19/2022 T		7/20/2022 W		7/21/2022 TH		7/22/2022 F	
	8:00 AM	66	8:00 AM	96	8:00 AM	113	8:00 AM	48	8:00 AM	57	8:00 AM	54	8:00 AM	56	8:00 AM	67
	9:00 AM	73	9:00 AM	93	9:00 AM	110	9:00 AM	48	9:00 AM	53	9:00 AM	44	9:00 AM	49	9:00 AM	73
	10:00 AM	68	10:00 AM	76	10:00 AM	75	10:00 AM	39	10:00 AM	46	10:00 AM	43	10:00 AM	41	10:00 AM	60
	11:00 AM	58	11:00 AM	53	11:00 AM	52	11:00 AM	26	11:00 AM	35	11:00 AM	34	11:00 AM	46	11:00 AM	37
	12:00 PM	52	12:00 PM	51	12:00 PM	39	12:00 PM	22	12:00 PM	31	12:00 PM	28	12:00 PM	39	12:00 PM	27
	1:00 PM	47	1:00 PM	49	1:00 PM	40	1:00 PM	24	1:00 PM	32	1:00 PM	34	1:00 PM	40	1:00 PM	28
	2:00 PM	45	2:00 PM	57	2:00 PM	63	2:00 PM	23	2:00 PM	31	2:00 PM	30	2:00 PM	39	2:00 PM	31
	3:00 PM	48	3:00 PM	71	3:00 PM	63	3:00 PM	23	3:00 PM	34	3:00 PM	40	3:00 PM	46	3:00 PM	54
	4:00 PM	69	4:00 PM	98	4:00 PM	75	4:00 PM	32	4:00 PM	40	4:00 PM	47	4:00 PM	47	4:00 PM	71
	5:00 PM	77	5:00 PM	112	5:00 PM	65	5:00 PM	45	5:00 PM	57	5:00 PM	55	5:00 PM	51	5:00 PM	91
	6:00 PM	88	6:00 PM	111	6:00 PM	81	6:00 PM	63	6:00 PM	65	6:00 PM	72	6:00 PM	75	6:00 PM	94
	7:00 PM	102	7:00 PM	113	7:00 PM	75	7:00 PM	72	7:00 PM	75	7:00 PM	82	7:00 PM	78	7:00 PM	79
	8:00 PM	105	8:00 PM	98	8:00 PM	75	8:00 PM	79	8:00 PM	90	8:00 PM	76	8:00 PM	79	8:00 PM	76
	9:00 PM	101	9:00 PM	98	9:00 PM	73	9:00 PM	74	9:00 PM	88	9:00 PM	40	9:00 PM	76	9:00 PM	76
Averge		71		84		71		44		52		49		54		62

	7/23/2022 S		7/24/2022 S		7/25/2022 M		7/26/2022 T		7/27/2022 W		7/28/2022 TH		7/29/2022 F		7/30/2022 S	
	8:00 AM	81	8:00 AM	80	8:00 AM	69	8:00 AM	43	8:00 AM	54	8:00 AM	61	8:00 AM	74	8:00 AM	86
	9:00 AM	75	9:00 AM	66	9:00 AM	61	9:00 AM	38	9:00 AM	56	9:00 AM	65	9:00 AM	64	9:00 AM	71
	10:00 AM	73	10:00 AM	61	10:00 AM	59	10:00 AM	32	10:00 AM	46	10:00 AM	56	10:00 AM	63	10:00 AM	70
	11:00 AM	49	11:00 AM	38	11:00 AM	27	11:00 AM	24	11:00 AM	30	11:00 AM	43	11:00 AM	53	11:00 AM	57
	12:00 PM	46	12:00 PM	35	12:00 PM	24	12:00 PM	24	12:00 PM	27	12:00 PM	42	12:00 PM	45	12:00 PM	46
	1:00 PM	51	1:00 PM	29	1:00 PM	29	1:00 PM	19	1:00 PM	32	1:00 PM	42	1:00 PM	37	1:00 PM	43
	2:00 PM	40	2:00 PM	41	2:00 PM	27	2:00 PM	20	2:00 PM	29	2:00 PM	50	2:00 PM	47	2:00 PM	43

	3:00 PM	72	3:00 PM	41	3:00 PM	28	3:00 PM	27	3:00 PM	42	3:00 PM	59	3:00 PM	67	3:00 PM	43
	4:00 PM	72	4:00 PM	49	4:00 PM	34	4:00 PM	42	4:00 PM	47	4:00 PM	49	4:00 PM	70	4:00 PM	62
	5:00 PM	84	5:00 PM	61	5:00 PM	38	5:00 PM	49	5:00 PM	69	5:00 PM	54	5:00 PM	93	5:00 PM	72
	6:00 PM	88	6:00 PM	81	6:00 PM	58	6:00 PM	56	6:00 PM	62	6:00 PM	71	6:00 PM	91	6:00 PM	70
	7:00 PM	95	7:00 PM	80	7:00 PM	68	7:00 PM	55	7:00 PM	75	7:00 PM	95	7:00 PM	100	7:00 PM	83
	8:00 PM	83	8:00 PM	78	8:00 PM	66	8:00 PM	57	8:00 PM	82	8:00 PM	96	8:00 PM	112	8:00 PM	84
	9:00 PM	79	9:00 PM	73	9:00 PM	57	9:00 PM	51	9:00 PM	77	9:00 PM	91	9:00 PM	106	9:00 PM	50
Average		71		58		46		38		52		62		73		63

7/31/2022 S		8/1/2022 M	
8:00 AM	81	8:00 AM	30
9:00 AM	79	9:00 AM	30
10:00 AM	60	10:00 AM	27
11:00 AM	41	11:00 AM	25
12:00 PM	21	12:00 PM	23
1:00 PM	20	1:00 PM	21
2:00 PM	21	2:00 PM	25
3:00 PM	34	3:00 PM	27
4:00 PM	41	4:00 PM	36
5:00 PM	40	5:00 PM	43
6:00 PM	60	6:00 PM	60
7:00 PM	60	7:00 PM	75
8:00 PM	57	8:00 PM	75
9:00 PM	46	9:00 PM	72
Average	47		41

Date	2/17/2024 S		2/18/2024 S		2/19/2024 M		2/20/2024 T	
	8:00 AM	46	8:00 AM	39	8:00 AM	62	8:00 AM	50
	9:00 AM	47	9:00 AM	39	9:00 AM	52	9:00 AM	46
	10:00 AM	31	10:00 AM	46	10:00 AM	37	10:00 AM	43
	11:00 AM	32	11:00 AM	45	11:00 AM	39	11:00 AM	49
	12:00 PM	34	12:00 PM	44	12:00 PM	40	12:00 PM	46
	1:00 PM	35	1:00 PM	44	1:00 PM	40	1:00 PM	46
	2:00 PM	39	2:00 PM	44	2:00 PM	47	2:00 PM	52
	3:00 PM	56	3:00 PM	61	3:00 PM	54	3:00 PM	54
	4:00 PM	66	4:00 PM	65	4:00 PM	54	4:00 PM	57
	5:00 PM	75	5:00 PM	74	5:00 PM	66	5:00 PM	60
	6:00 PM	83	6:00 PM	82	6:00 PM	66	6:00 PM	71
	7:00 PM	91	7:00 PM	76	7:00 PM	72	7:00 PM	79
	8:00 PM	87	8:00 PM	78	8:00 PM	58	8:00 PM	83
	9:00 PM	86	9:00 PM	77	9:00 PM	66	9:00 PM	68
Average		57		58		53		57

Park City Peaks Hotel
2346 Park Avenue P.O. Box 1778
Park City, UT 84060

GUEST INFORMATION
Full Name
Address

STAY INFORMATION	
Check In	Check Out
05/16/2022	**05/19/2022**
Conf #	Room/Room Type
	King Bed

OTHER INFORMATION	
Car Make/Model	Plate
Payment Information	
CCD	**XX/XX**

***05/16/2022 Please note:** Check out time is 11:00 A.M.

DEBIT AND CREDIT CARD POLICY: All debit and credit cards will be authorized for the balance of your stay plus a $100.00 incidentials/damages deposit. If you use a debit card, banks can take up to 15 business days to return these funds to your bank account. The hotel assumes no liability for unavailable funds or bank overdraft fees.
Please initial _____

SMOKING IS PROHIBITED ON THE PROPERTY: In accordance with the Utah clean air act there is no smoking inside the building or within 25 feet outside. Smoking detected in any guest room or throughout the property will result in a **$500.00** charge to your room upon check out.
Please initial _____

PETS ARE PERMITTED IN DESIGNATED PET FRIENDLY ROOMS: Pets staying with us must be pre-arranged with the Front Desk. We need to have the correct paperwork filled out and Housekeeping arrangments made. Any pet detected in any un-approved guest room will result in a **$250.00** cleaning fee charged to you room upon check out.
Please initial _____

NOISE AND DISTURBANCES: On behalf of all guests please help us maintain a quiet, enjoyable environment, we request noise levels be kept to a minimum between the hours of ***10pm to 6am***. Any noise and or disturbance will be dealt with strictly, up to and including immediate eviction with no refund. After third reminder of noise violation, you will be held responsible for compensation for neighboring guests complaints. Damages can be up to full night compensation at current rate per complaint. Parents, guardians & chaperones are responsible for minors in their care and are also subject to the enforcement of this policy.
Please initial _____

Parking: The Peaks Hotel is a bustling property in a small mountain town with limited parking spaces.The use of alternative transportation is highly recommended. While we make every effort to accommodate everyone visiting, the hotel and Versante guests receive priority.Guests visiting the property for an event/meeting that are not staying on-site will find that vehicles are subject to towing if hotel designated areas are not utilized. We urge you to request that your guests not staying at the hotel book ride share, take public transportation or carpool to the property.
Please Initial _____

Park City Peaks Hotel is not responsible for loss of money or valuables of any kind. In-room safes are available for the security of your valuables.

I agree that my liability for this bill is not waived and I agree to be personally liable in the event the indicated person, company or association fails to pay for any part of these charges.

I understand that there are no refunds for early departures or late arrivals during the months of December through April.

I have read and understand the above: Please Initial _____

X_____
Signature:

Printed: 05/16/2022 at 01:02 PM

Park City Peaks Hotel
2346 Park Avenue P.O. Box 1778
Park City, UT 84060
Phone: 435-649-5000
www.parkcitypeaks.com

Group Summer Contract 72 Hours

Client/Organization

Time Frame

Checkin Date:	Fri	06/03/2022
Checkout Date:	Sun	06/05/2022
Release Date:	Tue	05/03/2022
Group Code:		

TERMS AND CONDITIONS

Cancellation-
Cancellations occurring during the time periods below are subject to the following cancellation fees: From time of signing to 72 hours days prior to arrival no penalty, 72 hours or less, prior to arrival liquidated damages in the amount of 100% of the anticipated room revenue will be due. Group contracts require a 10 room minimum.

Deposit-
The full deposit is due 30 days prior to arrival. Food and beverage can be modified or cancelled fourteen days prior to arrival. The deposit is payable by credit card or check. If paying by check, please mail to: Park City Peaks Hotel, Attn: Group Sales, PO Box 1778, Park City, UT 84060.

Parking-
The Peaks Hotel is a bustling property in a small mountain town with limited parking spaces. The use of alternative transportation is highly recommended. While we make every effort to accommodate everyone visiting, the hotel and Versante guests receive priority. Guests visiting the property for an event/meeting that are not staying on-site will find that vehicles are subject to towing if hotel designated areas are not utilized. We urge you to request that your guests not staying at the hotel book ride share, take public transportation or carpool to the property.

The persons signing the Contract each warrant that they are authorized to bind their principals to this Contract.

CLIENT

Date: _____

Print Name: _____

Signature: _____

PARK CITY PEAKS HOTEL

Date: _____

Print Name: _____

Signature: _____

Park City Peaks Hotel

2346 Park Avenue P.O. Box 1778
Park City, UT 84060
Phone: 435-649-5000
www.parkcitypeaks.com

Group Block Contract -

Client/Organization

Time Frame

Checkin Date:	Fri	07/01/2022
Checkout Date:	Sun	07/03/2022
Release Date:	Wed	06/01/2022
Group Code:	0702	

TERMS AND CONDITIONS

Cancellation-
Cancellations occurring during the time periods below are subject to the following cancellation fees: From time of signing to 30 days prior to arrival no penalty, 30 days or less, prior to arrival liquidated damages in the amount of 100% of the anticipated room revenue will be due. Group contracts require a 10 room minimum. Sundance Film Festival contracts require a 4 night length of stay arriving on 01/19/23. Exceptions on the arrival date can be made adjusted per group contract. The rate will increase to meet the 4 night minimum requirement.

Deposit-
To guarantee the reservation for guest rooms and function/catering needs, the Hotel requires a signed copy of the Agreement. The deposit is due in full 30 days prior to arrival. Food and beverage can be modified or cancelled fourteen days prior to arrival. The deposit is payable by credit card or check. If paying by check, please mail to: Park City Peaks Hotel, Attn: Group Sales, PO Box 1778, Park City, UT 84060.

Parking-
The Peaks Hotel is a bustling property in a small mountain town with limited parking spaces. The use of alternative transportation is highly recommended. While we make every effort to accommodate everyone visiting, the hotel and Versante guests receive priority. Guests visiting the property for an event/meeting that are not staying on-site will find that vehicles are subject to towing if hotel designated areas are not utilized. We urge you to request that your guests not staying at the hotel book ride share, take public transportation or carpool to the property.

The Peaks Hotel remains committed to the safety of our guest and employees. We will continue to follow the CDC guidelines to ensure a safe and healthy environment. We look forward seeing you.

Authority
The persons signing the Contract each warrant that they are authorized to bind their principals to this Contract.

CLIENT

Date: _____

Print Name: _____

Signature: _____

PARK CITY PEAKS HOTEL

Date: _____

Print Name: _____

Signature: _____

Ace Signs & Designs
4115 Atkinson Ave
Park City, UT 84098 US
435-655-6300
john@acesignsutah.com
www.acesignsutah.com

Estimate

ADDRESS
Park City Peaks Hotel

ESTIMATE # 5150
DATE 05/17/2022

DESIGNER
AS

ACTIVITY	QTY	RATE	AMOUNT
Sales 18" x 14" Towing Enforced Sign - No Unauthorized Parking	3	143.00	429.00T

SUBTOTAL	429.00
TAX	31.96
TOTAL	**$460.96**

Accepted By

Accepted Date

The costs shown on this estimate are guaranteed for 15 days past the date on the estimate. After that we reserve the right to change them as our costs increase.



Tow Sign - 18" x 24" with rounded corners (x3 copies)

PROOF

Address: - Contact: - Designer: HALEY

Origin Date: - Proof Date: - Revision - Revision - Revision -

ACE SIGNS & DESIGN

CUSTOM ROUTED SIGNS - DECALS- TRAIL MARKERS - MAGNETS - BUSINESS CARDS - POSTERS - LOBBY SIGNS - INSTALLATIONS- VEHICLE WRAPS - BANNERS - STICKERS - NAMETAGS - ADA SIGNAGE

435-655-6300

4115 atkinson Ave. Park City, UT

Please double check all sizes, wording, spelling, numbers and layouts. Email back with your written approval to begin production. If you have corrections of changes please call or email and we will update the artwork. Thank you.

Customer Assumes Responsibility of final product apon approval:

APPROVAL: DATE:

Page: 1

Versante Hearth + Bar is a big fan and supporter of KPCW.

Versante on the Lawn is looking forward to another summer season of outdoor dining.
Open Tuesday - Sunday
4pm - 830pm with live music every weekend.

Park City fans can dine like a local this summer. BIKE - BUS AND CARPOOL options available.

Cheers from the Versante team

Brooke Ahlberg

Underwriting Manager
KPCW Radio, 91.7, 91.9 & 88.1 FM

Cell: (435) 901-8805
PO Box 1372 | 460 Swede Alley
Park City, UT 84060

Confirmation

kpcw

91.7 | 91.9 | 88.1 | APP | .ORG npr

Advertiser:	**Peaks Hotel - Park City**
Start Date:	5/23/2022
End Date:	8/2/2022
Description:	Peaks Hotel - Park City
Order Number:	
Contract:	2597

	Quantity	Rate	Amount
5/23/2022 - 8/2/2022 7p-10p 07:00 PM-08:59 PM 52 : 30 sec spots	52	20.00	1,040.00
5/23/2022	1		-40.00

Station Summary	Amount
Gross Amount	1,000.00
Discount	-1,000.00

Total spots 52 **Total Amount Due:** **$0.00**

Client Notes:

SCHEDULE 1 WPD CERTS
OUTDOOR DINING

Planning Commission
Staff Report

Subject: **844 Empire Avenue**
Application: **PL-24-06049**
Author: **Caitlyn Tubbs, Senior Historic Planner**
Date: **April 10, 2024**
Type of Item: **Plat Amendment**

Recommendation
(I) Review the draft Final Action Letter with Findings of Fact and Conclusions of Law Denying the 844 Empire Avenue Plat Amendment application (PL-24-06049) as directed by the Planning Commission following a public hearing on March 13, 2024, and (II) consider ratifying the Final Action Letter (Exhibit A).

Description

Applicant:	Todd Gilbert, represented by Marshall King (Alliance Engineering)
Location:	844 Empire Avenue
Zoning District:	Historic Residential – 1
Adjacent Land Uses:	Residential, City Right-of-Way
Reason for Review:	Plat Amendments are initially reviewed by staff and submitted to the Planning Commission for Final Action (LMC § 15-1-8).

Summary
The Applicant owns 844 Empire Avenue, a designated Significant Historic Site[1] on Park City's Historic Sites Inventory, located at the intersection of Empire Avenue, Crescent Tram Road, and the platted but unbuilt 9th Street Right-of-Way (public stairs). The Applicant proposed the construction of an addition to the western side of the Significant Historic Structure with a detached garage alongside Empire Avenue and vehicle access from Crescent Tram Road.

The 844 Empire Avenue Amended Plat Note 3 requires access from Empire Avenue. The Applicant proposed removing this Plat Note to allow access from Crescent Tram. On March 13, 2024, the Planning Commission conducted a public hearing and did not find Good Cause to remove Plat Note 3 based upon the following findings:

a. No relevant facts have changed since the 2016 Findings of Facts were adopted by the Planning Commission and no changes have been made to the Cresent Tram Road to justify different conclusions.
b. The proposal does not preserve the present Land Use because there is no off-site parking on the property and the historic structure is exempt from

[1] LMC § 15-11-10(D)(2)(ad)

off-street parking in accordance with LMC § 15-2.2-4 and on-street parking has historically been used;

c. The proposal does not contribute to the character or scale of the Historic District by adding a driveway where previously prohibited;
d. The proposal is not consistent with the General Plan's policy of reducing parking and encouraging walkability;
e. The proposal does create actual Clear View sight lines or safe turning distances between driveways and intersections, despite meeting Chapter 15-3 *Off-Street Parking* of the Land Management Code;
f. The proposal does not comply with LMC Chapter 15-7 *Subdivision General Provisions*; and
g. The proposal directly adversely affects the health, safety, and welfare of the citizens of Park City.

The Planning Commission directed Staff to return with a draft Final Action Letter denying the plat amendment application on April 10, 2024 (Staff Report; Audio).

Exhibits

Exhibit A: Draft Final Action Letter
Exhibit B: Applicant's Narrative
Exhibit C: 844 Empire Avenue Amended Plat (Currently Recorded)
Exhibit D: Ordinance 2016-26
Exhibit E: 844 Empire Avenue Amended Plat (Proposed)
Exhibit F: May 11, 2016 Planning Commission Staff Report
Exhibit G: April 13, 2016 Planning Commission Minutes
Exhibit H: May 11, 2016 Planning Commission Minutes
Exhibit I: June 2, 2016 City Council Minutes

Planning Department

April 10, 2024

Alliance Engineering, Inc.
Attn: Marshall King
844 Empire Avenue
Park City, UT 84060

CC: Todd Gilbert

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	844 Empire Avenue
Zoning District:	Historic Residential – 1 (HR – 1)
Application:	Plat Amendment
Project Number:	PL-24-06049
Action:	DENIED
Date of Final Action:	April 10, 2024
Project Summary:	The Applicant proposed removing Plat Note 3 from the 844 Empire Avenue Amended Plat which restricts vehicle access to the Site from Empire Avenue.

Action Taken

On March 13, 2024, the Planning Commission conducted a public hearing and denied the “844 Empire Avenue Plat Amendment – Lot 1 Amended” according to the following findings of fact and conclusions of law:

Findings of Fact

1. The property is located at 844 Empire Avenue in the Historic Residential – 1 (HR – 1) Zoning District.
2. 844 Empire Avenue is a Significant Historic Site on the Park City Historic Sites Inventory.
3. There is no vehicular access to the Site.

4. Pedestrian access to the site is from Empire Avenue, the 9th Street Right-of-Way through use of the public stairs, or Crescent Tram Road.
5. On August 11, 2023, the Applicant submitted a Historic District Design Review application to construct an addition to the Significant Historic Structure and a detached garage.
6. On August 11, 2023, the Staff determined the application was complete.
7. The site is Lot 1 of the 844 Empire Avenue Plat Amendment.
8. On June 2, 2016, the City Council adopted Ordinance No. 2016-26, approving the 844 Empire Avenue Plat Amendment.
9. Ordinance No. 2016-26 Condition of Approval 5 requires driveway access to the site to be from Empire Avenue in a location approved by the City Engineer. Condition of Approval 5 was recorded as Plat Note 3 on the Amended Plat.
10. On September 20, 2022, the Development Review Committee identified concerns regarding proposed vehicular access on Empire Avenue and impact to water lines, Clear View Areas, and distances between driveways and street intersections.
11. Land Management Code Section 15-3-3(H)(2) allows for a minimum spacing of 7.5 feet between driveways in Historic Districts with ten feet minimum spacing from intersections.
12. The Applicant revised the proposal to reflect these comments and to shift vehicle access to Crescent Tram Road 20 feet from the intersection and approximately 50 feet from the nearest driveway.
13. On September 5, 2023, the Development Review Committee noted that Plat Note 3 would need to be removed to accommodate the proposed shift of the vehicle access from Empire Avenue to Crescent Tram Road.
14. On February 14, 2024, the Applicant submitted a Plat Amendment application to the Planning Department. On February 14, 2024, the Staff determined the application was complete.
15. A Single-Family Dwelling is an allowed use in the HR - 1 Zoning District.
16. Land Management Code Section 15-13-6 requires two Off-Street Parking Spaces for a Single-Family Dwelling. 844 Empire Avenue does not have Off-Street Parking. Pursuant to Land Management Code § 15-2.1-4, the Significant Historic Site is exempt from Off-Street Parking requirements.
17. The Development Review Committee reviewed the Plat Amendment and proposed access from Crescent Tram Road on February 20, 2024.

18. The Development Review Committee determined the Applicant's proposal avoided impacts to significant utility lines.
19. On February 24, 2024, the *Park Record* published a courtesy notice of the Planning Commission's March 13, 2024 public hearing on the Plat Amendment.
20. On February 28, 2024, staff published notice of the March 13, 2024 Planning Commission review of the Plat Amendment and public hearing on the City's website and the Utah Public Notice website and posted notice to the property.
21. On February 28, 2024, staff mailed courtesy notice to property owners within 300 feet, providing information on the March 13, 2024 Planning Commission public hearing.
22. On March 13, 2024, the Planning Commission conducted a public hearing and directed staff to make findings for denial of removing Plat Note 3 from the 844 Empire Avenue Amended Plat:
    a. No relevant facts have changed since the 2016 Findings of Facts were adopted by the Planning Commission and no changes have been made to the Cresent Tram Road to justify different conclusions.
    b. The proposal does not preserve the present Land Use because there is no off-site parking on the property and the historic structure is exempt from off-street parking in accordance with LMC § 15-2.2-4 and on-street parking has historically been used;
    c. The proposal does not contribute to the character or scale of the Historic District by adding a driveway where previously prohibited;
    d. The proposal is not consistent with the General Plan's policy of reducing parking and encouraging walkability;
    e. The proposal does create actual Clear View sight lines or safe turning distances between driveways and intersections, despite meeting Chapter 15-3 *Off-Street Parking* of the Land Management Code;
    f. The proposal does not comply with LMC Chapter 15-7 *Subdivision General Provisions*; and
    g. The proposal directly adversely affects the health, safety, and welfare of the citizens of Park City.

Conclusions of Law

1. There is not Good Cause for the Plat Amendment to remove Plat Note 3 requiring driveway access from Empire Avenue.
2. The Plat Amendment is not consistent with Land Management Code § 15-7.1-3(B), § 15-7.1-6, and Chapter 15-2.2 *Historic Residential – 1 Zoning District*.

Planning Department

If you have questions or concerns regarding this Final Action Letter, please call (435) 615-5063 or email caitlyn.tubbs@parkcity.org.

Sincerely,

Sarah Hall
Planning Commission Chair

CC: Caitlyn Tubbs, Senior Historic Preservation Planner

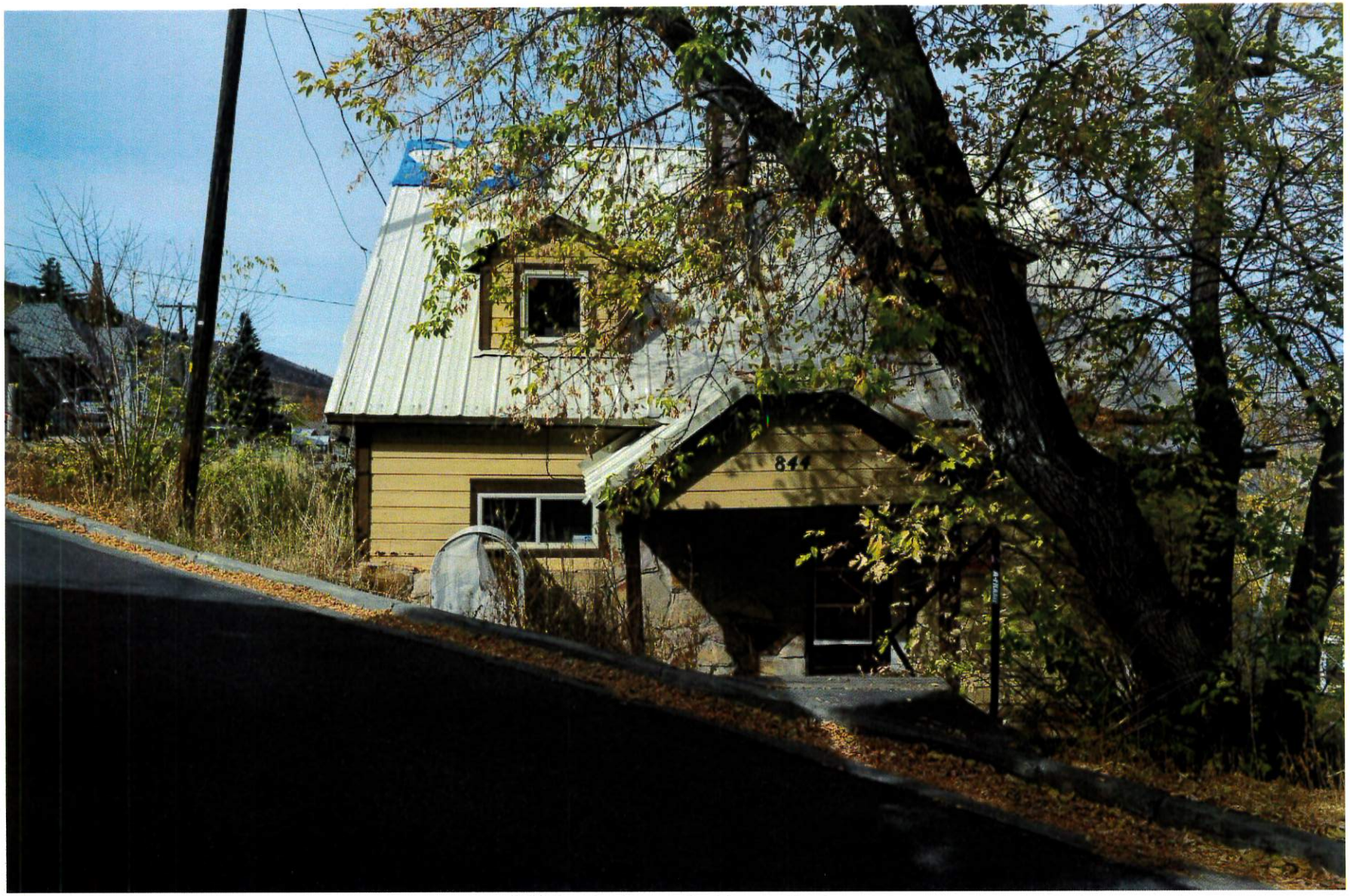
ATTACHMENT
Attachment 1: Proposed Plat

844 EMPIRE AVENUE PLAT AMENDMENT

PROJECT INTENT
January 31, 2024

844 Empire Avenue Plat Amendment was recorded June 1, 2017, as Entry No. 1070614 in the Office of the Recorder, Summit County, Utah. The historic residence situated on the lot is unoccupied at the time of this submittal.

Note 3 from the currently recorded plat which states, “Drive access to the site shall be from Empire Avenue or through platted, un-built 9th Street in a location approved the City Engineer.” This note was required by a previous city engineer. Since that time, utilities and stairs have been placed in the 9th Street right-of-way and the current city engineer has requested that the note be removed.



844 Empire Avenue looking northerly



844 Empire Avenue looking southeasterly



844 Empire Avenue looking northwesterly



844 Empire Avenue looking southerly



844 Empire Avenue looking northerly



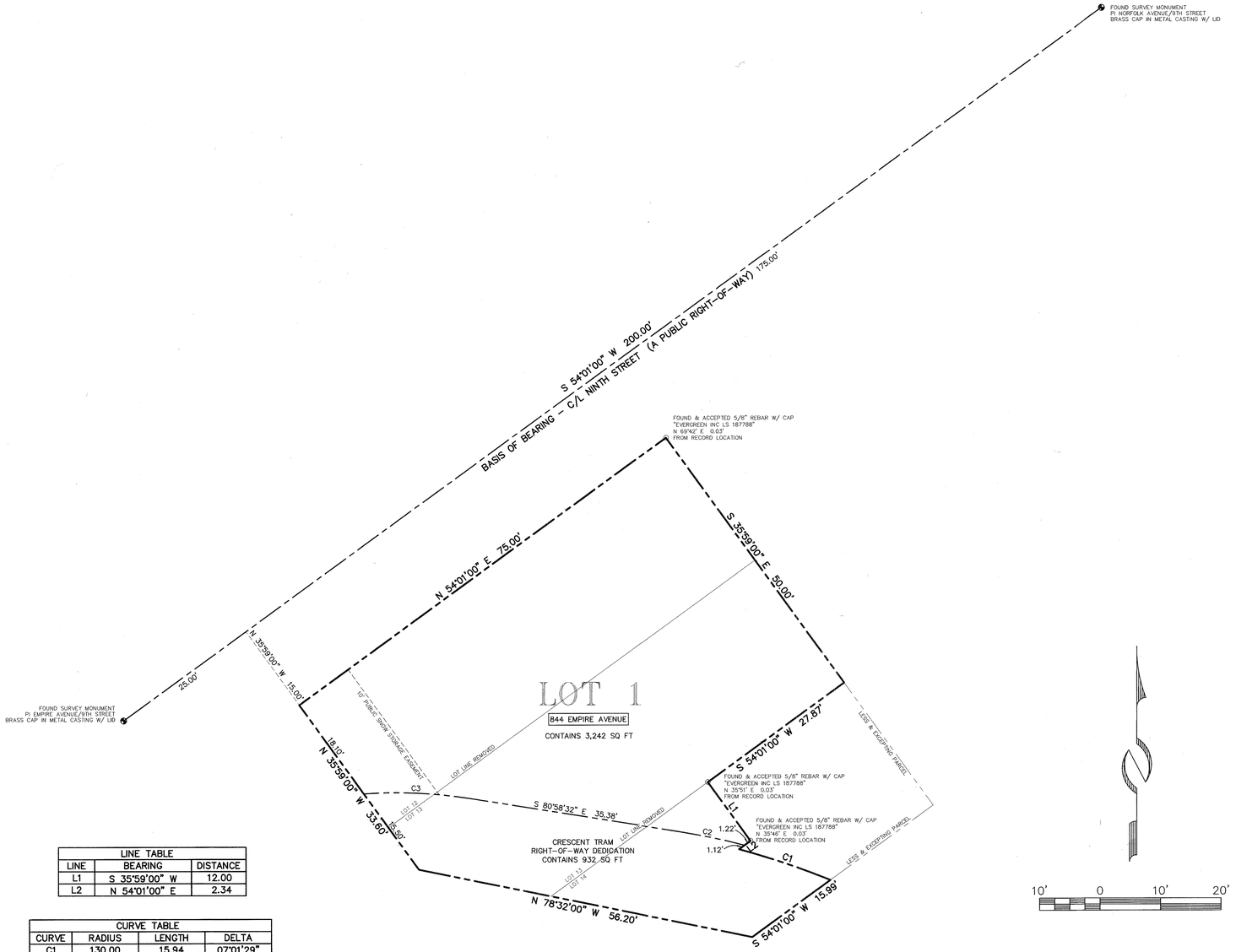
844 Empire Avenue looking southeasterly



844 Empire Avenue looking northwesterly



844 Empire Avenue looking southerly



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 35°59'00" W	12.00
L2	N 54°01'00" E	2.34

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	130.00	15.94	07°01'29"
C2	110.00	10.82	05°38'10"
C3	77.50	17.47	12°55'07"

SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938739, as prescribed by the laws of the State of Utah, and that by authority of the owners, I have prepared this Record of Survey map of 844 EMPIRE AVENUE PLAT AMENDMENT and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

REGISTERED LAND SURVEYOR
No. 4938739
MARTIN A. MORRISON
State of Utah

Martin A. Morrison

4-18-'17

BOUNDARY DESCRIPTION

Lot 12, Block 14, Snyder's Addition to Park City.

Also, a part of Lots 13 and 14, in Block 14, Snyder's Addition to Park City described as follows: Beginning at the Southwest corner of Lot 11, Block 14; and running thence South 54°01' West 75 feet; thence South 35°59' East 8.6 feet; thence South 78°32' East 56.2 feet; thence North 54°01' East 37 feet; thence North 35°59' West 50 feet to the point of beginning.

Less and excepting the following land conveyed to Robert G. Ward and Margery W. Ward, his wife, grantee, as show in that certain Quit-Claim Deed recorded December 28, 1983, as Entry No. 214633, in Book 283, at page 299, of Official Records, more particularly described as follows:

Beginning at the Northeast corner of Lot 14, Block 14, Snyder's Addition to Park City, Utah; and running thence South 35°59' East along the Easterly boundary of said Lot 14, 25 feet; thence South 54°01' West along the Southerly boundary of said Lot 14, 21.01 feet to a point on the Northerly side of the Crescent right-of-way; thence along said Northerly side of the Crescent right-of-way, being a 130-foot radius curve to the left (radius point bears South 22°14'19" West), 15.94 feet; thence North 54°01' East 2.34 feet; thence North 35°59' West 12 feet to a point on the Northerly boundary of said Lot 14; thence North 54°01' East along said Northerly boundary of Lot 14, 27.87 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that CRESCENT TRAM LLC, a Utah limited liability company, the undersigned owner of the herein described tract of land, to be known hereafter as 844 EMPIRE PLAT AMENDMENT, does hereby certify that it has caused this Plat Amendment to be prepared, and does hereby consent to the recordation of this Plat.

ALSO, the owner hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements and required utilities shown on this plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this 24th day of April, 2017.

By: _____
Todd Gilbert, Manager
CRESCENT TRAM LLC, a Utah limited liability company

ACKNOWLEDGMENT

State of CALIFORNIA
County of SAN FRANCISCO : ss.

On this 24TH day of APRIL, 2017, Todd Gilbert personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of CRESCENT TRAM LLC, a Utah limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the 844 EMPIRE PLAT AMENDMENT.

_____
A Notary Public commissioned in CALIFORNIA
GILAYNA JOY SANTOS
Printed Name
Residing in: SAN FRANCISCO, CA
My commission expires: 08/16/2019

COMMISSION NAME: GILAYNA JOY SANTOS
EXPIRATION DATE: 08/16/2019
COUNTY: SAN FRANCISCO, CALIFORNIA
COMMISSION NUMBER: 2123850

NOTE

1. This subdivision is subject to the Conditions of Approval in Ordinance 2016–26.
2. Fire sprinklers shall be required for all new construction or substantial renovations, as determined by the Park City Building Department during building permit review.
3. Drive access to the site shall be from Empire Avenue or through platted un-built 9th Street in a location approved by the City Engineer.

A PARCEL COMBINATION PLAT

A COMBINATION OF LOT 12 AND PART OF LOTS 13 AND 14 IN BLOCK 14, SNYDER'S ADDITION TO PARK CITY SURVEY

844 EMPIRE AVENUE PLAT AMENDMENT

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

SHEET 1 OF 1

4/18/17 JOB NO.: 17-8-15 FILE: X:\SnydersAddition\dwg\srv\plat2015\170815.dwg

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 26th DAY OF April, 2017
BY _____ S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 11th DAY OF MAY, 2016
BY _____ CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 16th DAY OF May, 2017
BY _____ PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 17th DAY OF May, 2017
BY _____ PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 2nd DAY OF JUNE, 2016
BY _____ MAYOR Pro Tem

PARK CITY SUMMIT COUNTY UTAH CORPORATE SEAL MARCH 1, 1884

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 2nd DAY OF JUNE, 2016
BY _____ PARK CITY RECORDER

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF Alliance Engineering Inc
DATE 6/1/17 TIME 8:19 am ENTRY NO. 1070614
$31.00 FEE
Becky Doward, deputy RECORDER

Ordinance No. 2016-26

AN ORDINANCE APPROVING THE 844 EMPIRE AVENUE PLAT AMENDMENT LOCATED AT 844 EMPIRE AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 844 Empire Avenue has petitioned the City Council for approval of the Plat Amendment to combine Lot 12, most of Lot 13, and a portion of Lot 14, Block 14, of the Snyder's Addition to the Park City Survey ; 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 public hearings on March 23, April 13, and May 11, 2016, to receive input on Plat Amendment; and

WHEREAS, the Planning Commission, on May 11, 2016, forwarded a positive recommendation to the City Council; and,

WHEREAS, on June 2, 2016, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, there is good cause and it is in the best interest of Park City, Utah to approve the 844 Empire Avenue Plat Amendment.

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

SECTION 1. APPROVAL. 844 Empire Avenue Plat Amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 844 Empire Avenue.
2. The property is in the Historic Residential-1 (HR-1) District.
3. The subject property consists of all of Lot 12, most of Lot 13, and a portion of Lot 14, Block 14, Snyder's Addition to the Park City Survey.
4. The site is listed on Park City's Historic Building Inventory as a significant site.
5. The proposed Plat Amendment creates one (1) lot of record from the existing three (3) parcels, one (1) full lot and two (2) partial lots consisting of a total of 4,174 square feet.
6. A portion of the property is encumbered by the Crescent Tram Road which has been used since the late 1800s and was paved in the early 1970s.

7. The City requests that the property owner formalize the dedication to the City that portion of the Crescent Tram prescriptive easement area that is on subject property. This area consists of 932 square feet.
8. The proposed lot would be 3,242 square feet.
9. A single-family dwelling is an allowed use in the District.
10. The minimum lot area for a single-family dwelling is 1,875 square feet.
11. The proposed lot meets the minimum lot area for a single-family dwelling.
12. The minimum lot width allowed in the District is twenty-five feet (25').
13. The proposed lot is approximately thirty one feet (31') wide.
14. The proposed lot meets the minimum lot width requirement.
15. Per LMC § 15-4-17 the Planning Director has determined the following setbacks:
    a. From 9th Street, platted un-built ROW, front yard, ten feet (10') minimum. This is the historic front of the structure.
    b. From Empire Avenue, front yard, ten feet (10') minimum.
    c. From Crescent Tram, front yard, ten feet (10') minimum.
    d. From the south neighbor, rear yard, ten feet (10') minimum. This side is opposite of the historic front of the house.
    e. From the east neighboring property, side yard, five feet (5') minimum.
16. The existing historic structure does not meet the minimum setbacks along the north side, platted un-built 9th Street ROW, as the structure was built on the property line.
17. The existing historic structure does not meet the minimum setbacks along the shared property line with the neighboring site on the south as it is approximately eight and a half feet (8.5').
18. The existing historic structure does not meet minimum setbacks along the Crescent Tram ROW dedication as it is approximately five feet (5') from the new property line after the dedication.
19. LMC § 15-2.2-4 indicates that historic structures that do not comply with building setbacks are valid complying structures; however, additions must comply with building setbacks.
20. The concrete retaining wall encroaches across the north property line over the 9th Street ROW.
21. The proposed lot area consisting of 3,242 square feet yields a maximum Building Footprint of 3,151.0 square feet.
22. LMC § 15-7.3-4(I)(2) Widening and Realigning of Existing Roads indicates that where a subdivision borders an existing narrow road for realignment or widening, the Applicant shall be required to improve and dedicate at his expense such Areas for widening or realignment of such roads.
23. LMC § 15-7.3-4(I)(2) indicates that land reserved for any road purposes may not be counted in satisfying yard or Area requirements contained in the Land Management Code.
24. Utah Code, Transportation Code, Right-Of-Way Act § 72-5-104 declares that a highway (street or road, not including an area principally used as a parking lot) is dedicated and abandoned to the use of the public when it has been continuously used as a public thoroughfare for a period of ten (10) years.
25. Crescent Tram has continuously been used as a public thoroughfare for much

longer that the required ten (10) years.

26. LMC § 15-2.2-3(D) indicates that the maximum Building Footprint is calculated according the following formula for Building Footprint: MAXIMUM FP = (A/2) x $0.9^{A/1875}$, where FP = maximum Building Footprint and A= Lot Area.
27. The proposed lot area shown on the attached requested Plat Amendment displays that the proposed lot is to contain 3,242 square feet, which would yield a maximum Building Footprint of 1,351.0 square feet.
28. In order to provide a future vehicular access to 844 Empire Avenue, the City Engineer has indicated that the existing intersection at Empire Avenue and Crescent Tram needs to be re-designed and improved.
29. The current site does not have vehicular access.
30. The future vehicle access is for the sole benefit of 844 Empire Avenue.
31. All of the costs associated of the re-design and improvements are the burden of the property owner.
32. The intersection currently works as-built, without vehicular access to 844 Empire Avenue.
33. The City Engineer has indicated that a vehicular access can only be accommodated off Empire Avenue or through platted un-built 9th Street.
34. The City Engineer is not willing to support vehicular access directly off Crescent Tram.
35. The City's Historic Site Inventory designated the site in the significant category.
36. Historic Structures that do not comply with Off-Street parking and driveway location standards are valid Complying Structures.
37. Additions to Historic Structures are exempt from Off-Street parking requirements provided the addition does not create a Lockout Unit or an Accessory Apartment.
38. There is good cause for this Plat Amendment as the lot line going through a historic structure will be removed, 932 square feet will be dedicated to the City for the Crescent Tram road for public use, the requested Plat Amendment will not cause undo harm to adjacent property owners, and all requirements of the Land Management Code can be met.
39. The proposed lot area of 3,242 square feet is a compatible lot combination as the entire Historic Residential-1 District has abundant sites with these approximate dimensions in this neighborhood.
40. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A ten foot (10') wide public snow storage easement will be required along the Empire Avenue front of the property.
4. Fire sprinklers shall be required for all new construction or substantial renovations, as determined by the Park City Building Department during building permit review.
5. Drive access to the site shall be from Empire Avenue or through platted un-built 9th Street in a location approved by the City Engineer.
6. The concrete retaining wall built over the north property line shall be resolved prior plat recordation. The applicant bears the burden of proper approvals for the retaining wall, which may include an encroachment agreement with the City through the City Engineer's office, or relocation/removal of the retaining wall, subject to compliance with applicable Design Guidelines for Historic Sites through a Historic District Design Review application.
7. The plat shall formalize the dedication of the Crescent Tram which has been used as right of way for more than 10 years.

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

PASSED AND ADOPTED this 2nd day of June, 2016.

PARK CITY MUNICIPAL CORPORATION

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

Jack Thomas, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:



Mark Harrington, City Attorney

Attachment 1 – Proposed Plat Amendment



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 35°59'00" W	12.00
L2	N 54°01'00" E	2.34

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	130.00	15.94	07°01'29"
C2	110.00	10.62	05°38'10"
C3	77.50	17.47	12°55'07"

REGISTERED LAND SURVEYOR No.4938739 MARTIN A. MORRISON State of Utah

SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938739, as prescribed by the laws of the State of Utah, and that by authority of the owners, I have prepared this Record of Survey map of 844 EMPIRE AVENUE PLAT AMENDMENT and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

BOUNDARY DESCRIPTION

Lot 12, Block 14, Snyder's Addition to Park City.

Also, a part of Lots 13 and 14, in Block 14, Snyder's Addition to Park City described as follows: Beginning at the Southwest corner of Lot 11, Block 14; and running thence South 54°01' West 75 feet; thence South 35°59' East 8.6 feet; thence South 78°32' East 56.2 feet; thence North 54°01' East 37 feet; thence North 35°59' West 50 feet to the point of beginning.

Less and excepting the following land conveyed to Robert G. Ward and Margery W. Ward, his wife, grantee, as show in that certain Quit-Claim Deed recorded December 28, 1983, as Entry No. 214633, in Book 283, at page 299, of Official Records, more particularly described as follows:

Beginning at the Northeast corner of Lot 14, Block 14, Snyder's Addition to Park City, Utah; and running thence South 35°59' East along the Easterly boundary of said Lot 14, 25 feet; thence South 54°01' West along the Southerly boundary of said Lot 14, 21.01 feet to a point on the Northerly side of the Crescent right-of-way; thence along said Northerly side of the Crescent right-of-way, being a 130 foot radius curve to the left (radius point bears South 22°14'19" West), 15.94 feet; thence North 54°01' East 2.34 feet; thence North 35°59' West 12 feet to a point on the Northerly boundary of said Lot 14; thence North 54°01' East along said Northerly boundary of Lot 14, 27.87 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Todd M. Gilbert, the undersigned owner of the herein described tract of land, to be known hereafter as 844 EMPIRE AVENUE PLAT AMENDMENT, does hereby certify that he has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat.

ALSO, the owner hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements and required utilities shown on this plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this _____ day of _____, 2016.

_____
Todd M. Gilbert

ACKNOWLEDGMENT

State of _____)
: ss.
County of _____)

On this _____ day of _____, 2016, Todd M. Gilbert personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Todd M. Gilbert acknowledged to me that he is the owner of the herein described tract of land, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

_____
A Notary Public commissioned in _____

_____
Printed Name

Residing in: _____

My commission expires: _____

NOTE

This subdivision is subject to the Conditions of Approval in Ordinance 16-_____.

A PARCEL COMBINATION PLAT

A COMBINATION OF LOT 12 AND PART OF LOTS 13 AND 14 IN BLOCK 14, SNYDER'S ADDITION TO PARK CITY SURVEY

844 EMPIRE AVENUE PLAT AMENDMENT

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

10' 0 10' 20'

SHEET 1 OF 1

JOB NO.: 17-8-15 FILE: X:\SnydersAddition\dwg\srv\plat2015\170815.dwg

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2016	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2016	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2016	APPROVED AS TO FORM THIS _____ DAY OF _____, 2016	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2016	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2016	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ ENTRY NO. _____
BY _____ S.B.W.R.D.	BY _____ CHAIR	BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ MAYOR	BY _____ PARK CITY RECORDER	_____ FEE _____ RECORDER

SNYDER'S ADDITION TO PARK CITY SURVEY, BLOCK 14,
LOT 12 AND PORTIONS OF LOTS 13 & 14,

(844 EMPIRE AVENUE)

PROJECT INTENT

Lot 12 and portions of Lots 13 & 14, Block 14, Snyder's Addition to Park City Survey, (also known as 844 Empire Avenue) are owned by the same entity. The original lot lines from Snyder's Addition to Park City Survey still exist between Lots 12 & 13 and between Lots 13 & 14. The owner desires to unify the property into one lot of record by extinguishing the existing lot line, with the ultimate goal of renovating the existing residence.

RECEIVED
DEC 11 2015
PARK CITY
PLANNING DEPT.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 35°59'00" W	12.00
L2	N 54°01'00" E	2.34

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	130.00	15.94	07°01'29"

REGISTERED LAND SURVEYOR No. 4938739 MARTIN A. MORRISON State of Utah

SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938739, as prescribed by the laws of the State of Utah, and that by authority of the owners, I have prepared this Record of Survey map of 844 EMPIRE AVENUE PLAT AMENDMENT and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

BOUNDARY DESCRIPTION

Lot 12, Block 14, Snyder's Addition to Park City.

Also, a part of Lots 13 and 14, in Block 14, Snyder's Addition to Park City described as follows: Beginning at the Southwest corner of Lot 11, Block 14, and running thence South 54°01' West 75 feet; thence South 35°59' East 8.6 feet; thence South 78°32' East 56.2 feet; thence North 54°01' East 37 feet; thence North 35°59' West 50 feet to the point of beginning.

Less and excepting the following land conveyed to Robert C. Ward and Margery W. Ward, his wife, grantee, as show in that certain Quit-Claim Deed recorded December 28, 1983, as Entry No. 214633, in Book 283, at page 298, of Official Records, more particularly described as follows:

Beginning at the Northeast corner of Lot 14, Block 14, Snyder's Addition to Park City, Utah; and running thence South 35°59' East along the Easterly boundary of said Lot 14, 25 feet; thence South 54°01' West along the Southerly boundary of said Lot 14, 21.01 feet to a point on the Northerly side of the Crescent right-of-way; thence along said Northerly side of the Crescent right-of-way, being a 130 foot radius curve to the left (radius point bears South 22°14'19" West), 15.94 feet; thence North 54°01' East 2.34 feet; thence North 35°59' West 12 feet to a point on the Northerly boundary of said Lot 14; thence North 54°01' East along said Northerly boundary of Lot 14, 27.87 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Todd M. Gilbert, the undersigned owner of the herein described tract of land, to be known hereafter as 844 EMPIRE AVENUE PLAT AMENDMENT, does hereby certify that he has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat.

In witness whereof, the undersigned set his hand this _____ day of _____, 2016.

_____
Todd M. Gilbert

ACKNOWLEDGMENT

State of _____)
: ss.
County of _____)

On this _____ day of _____ 2016, Todd M. Gilbert personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Todd M. Gilbert acknowledged to me that he is the owner of the herein described tract of land, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

_____
A Notary Public commissioned in _____

_____
Printed Name

Residing in: _____

My commission expires: _____

NOTE

This subdivision is subject to the Conditions of Approval in Ordinance 16-_____.

10' 0 10' 20'

A PARCEL COMBINATION PLAT

A COMBINATION OF LOT 12 AND PART OF LOTS 13 AND 14 IN BLOCK 14, SNYDER'S ADDITION TO PARK CITY SURVEY

844 EMPIRE AVENUE PLAT AMENDMENT

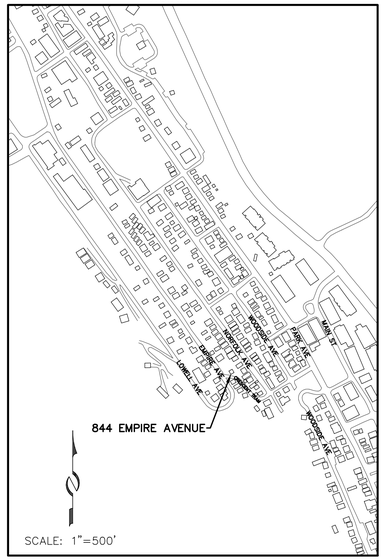
LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

12/1/15 JOB NO.: 17-8-15 FILE: X:\SnydersAddition\dwg\srv\plat2015\170815.dwg

(435) 649-9467 Alliance Engineering Inc. CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2016 BY _____ S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2016 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2016 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2016 BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2016 BY _____ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2016 BY _____ PARK CITY RECORDER	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ ENTRY NO. _____ FEE _____ RECORDER

VICINITY MAP



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 35°59'00" W	12.00
L2	N 54°01'00" E	2.34

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	130.00	15.94	07°01'29"
C2	77.50	17.47	12°55'07"

PROFESSIONAL LAND SURVEYOR
No. 4857264
MICHAEL DEMKOWICZ
STATE OF UTAH

SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 4857264 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I further certify that I have completed a survey and have referenced a record of survey map of the existing property boundaries in accordance with Section 17-23-17 and have verified the boundary locations and have placed monuments as represented on the plat. I do further certify that by authority of the owners, I have prepared this plat amendment of the property described hereon, hereafter to be known as 844 EMPIRE AVENUE PLAT AMENDMENT-FIRST AMENDED.

BOUNDARY DESCRIPTION

Lot 1, 844 Empire Avenue Plat Amendment, according to the official plat thereof, recorded June 1, 2017, as Entry No. 1070614 of the Official Records of the Summit County Recorder.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that CRESCENT TRAM LLC, a Utah limited liability company, the undersigned owner of the herein described tract of land, to be known hereafter as 844 EMPIRE PLAT AMENDMENT-FIRST AMENDED, does hereby certify that it has caused this Plat Amendment to be prepared, and does hereby consent to the recordation of this Plat.

ALSO, the owner hereby irrevocably offers for dedication to the City of Park City land for local government uses, easements and required utilities shown on this plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this _____ day of

_____, 2024.

CRESCENT TRAM LLC, a Utah limited liability company

By: _____
Todd Gilbert, Manager

ACKNOWLEDGMENT

State of _____
: ss.
County of _____

On this _____ day of _____, 2024, Todd Gilbert personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of CRESCENT TRAM LLC, a Utah limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the 844 EMPIRE PLAT AMENDMENT-FIRST AMENDED.

_____
A Notary Public commissioned in _____

_____
Printed Name

Residing in: _____

My commission expires: _____

NOTE

1. This plat amendment is subject to the Conditions of Approval in the Final Action Letter dated the _____ day of _____, 2024, on file with the Planning Department (PL-24-_____).
2. Fire Sprinklers shall be required for all new construction or substantial renovations, as determined by the Park City Building Department during building permit review.

844 EMPIRE AVENUE PLAT AMENDMENT-FIRST AMENDED

SNYDER'S ADDITION TO PARK CITY SURVEY, LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

435-649-9467
ALLIANCE ENGINEERING
CONSULTING ENGINEERS | LAND PLANNERS | SURVEYORS
P.O. Box 2664 | 2700 West Homestead Road
Suite 50, 60 | Park City, Utah 84098

SHEET 1 OF 1

1/31/2024 JOB NO.: 17-8-15 FILE: X:\SnydersAddition\dwg\srv\plat2015\170815-amended.dwg

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL & ACCPETANCE	CERTIFICATE OF ATTEST	PUBLIC SAFETY ANSWERING POINT APPROVAL	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2024	APPROVED BY THE PARK CITY PLANNING COMMISSION THE _____ DAY OF _____, 2024	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2024	APPROVED AS TO FORM THIS _____ DAY OF _____, 2024	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2024.	I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THE _____ DAY OF _____, 2024	APPROVED THIS _____ DAY OF _____, 2024	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
BY _____	BY _____ CHAIR	BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ MAYOR	BY _____ PARK CITY RECORDER	BY _____ SUMMIT COUNTY GIS COORDINATOR	_____ FEE _____ RECORDER
							TIME _____ DATE _____ ENTRY NO. _____

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: 844 Empire Avenue Plat Amendment
Author: Francisco Astorga, AICP, Senior Planner
Project Number: PL-15-03034
Date: 11 May 2016
Type of Item: Legislative – Plat Amendment

Summary Recommendations

Staff recommends the Planning Commission hold a public hearing for the 844 Empire Avenue Plat Amendment located at 844 Empire Avenue and consider forwarding a positive recommendation to the City Council based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Description

Applicant:	Todd Gilbert represented by Sara Goff and Marshall King, Alliance Engineering, Inc.
Location:	844 Empire Avenue
Zoning:	Historic Residential-1 (HR-1)
Adjacent Land Uses:	Residential
Reason for Review:	Plat Amendments require Planning Commission review and City Council review and action

Proposal

The property owner requests to unite three (3) parcels consisting of one (1) full lot (all of Lot 12) and two (2) partial lots (most of Lot 13, and a portion of Lot 14), into one (1) lot of record by removing the internal lot lines which separates the lot and partial lots. The proposed Plat Amendment also includes the dedication of Crescent Tram roadway to the City. The subject lots are located in Block 14 of the Snyder's Addition to the Park City Survey.

Background

On December 30, 2015, the City received a completed Plat Amendment application for the 844 Empire Avenue Plat Amendment. The property is located at 844 Empire Avenue. The property is in the HR-1 District. The subject property consists of all of Lot 12, most of Lot 13, and a portion of Lot 14, Block 14, Snyder's Addition to the Park City Survey. The entire subject area is recognized by Summit County as Parcel no. SA-143 (Tax ID).

Currently, the site contains a single-family dwelling. The single-family dwelling was built circa 1904. The site is listed on Park City's Historic Sites Inventory as a significant site. The site is ineligible to be listed on the National Register of Historic Places because of significant modifications. The historic front of the house was located towards the north along platted un-built 9th Street Right-of-Way (ROW). The front of the structure has

been changed to the porch opposite of 9th Street along the Crescent Tram prescriptive easement. According to Summit County records the structure contains a total living area of 1,010 square feet, with a basement area of 972 square feet. The property contains a portion of the Crescent Tram Road which is a prescriptive easement along the southwest area.

The Planning Commission reviewed this Plat Amendment during their March 23, 2016 Planning Commission meeting. Click on the following link to view the prepared staff report. Clink on the following link to view the adopted meeting minutes. The Commission held a public hearing and continued the item to the April 13, 2016 meeting. The item was continued at the applicant's request to allow additional time for the applicant to review the Crescent Tram roadway dedication and how that affects the maximum building footprint.

The Planning Commission held a public hearing during their April 13, 2016 Planning Commission meeting and did not review the item. Click on the following link to view the continuation staff report and meeting minutes. The item was continued to the May 11, 2016 meeting per the same reason listed above. In order to prepare for the May 11, 2016 Planning Commission public meeting, and subsequent June 2, 2016 City Council meeting, staff re-noticed the item as indicated in the notice section of this staff report.

Purpose
The purpose of the HR-1 District is to:

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

Analysis
The proposed Plat Amendment creates one (1) lot of record from the existing three (3) parcels, one (1) full lot and two (2) partial lots consisting of a total of 4,174 square feet. The area on of the property which is under the prescriptive easement of the Crescent Tram Road is considered dedicated under State Law. Therefore, that dedication should be memorialized as part of this Plat Amendment. The portion of Crescent Tram Road over the subject property is 932 square feet. The proposed lot would be 3,242 square feet in area without the Crescent Tram Road section.

A single-family dwelling is an allowed use in the HR-1 District. The minimum required

lot area for a single-family dwelling is 1,875 square feet. The proposed lot meets the minimum lot area for a single-family dwelling. A duplex dwelling is a conditional use in the HR-1 District. The minimum lot area for a duplex dwelling is 3,750 square feet. The proposed lot does not meet the minimum lot area for a duplex dwelling. The minimum lot width allowed in the HR-1 District is twenty-five feet (25'). The proposed lot is approximately thirty one feet (31') wide. The proposed lot meets the minimum lot width requirement. Table 1 shows applicable development parameters in the HR-1 District:

Table 1:

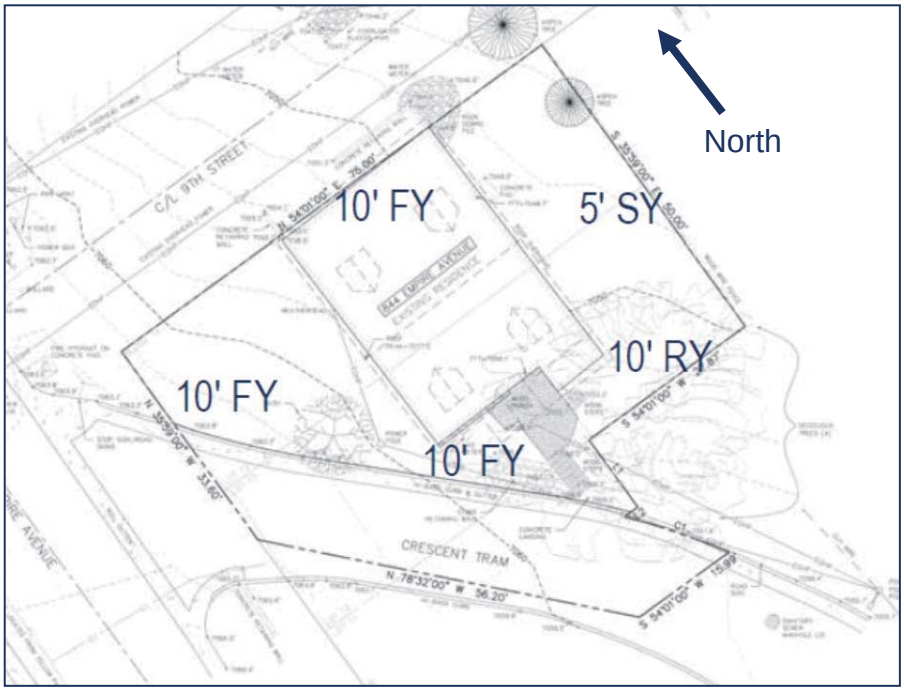
LMC Regulation	Requirements
Building Footprint	1,351.0 square feet, maximum based on lot size.
Front/Rear Yard Setbacks	10 feet minimum, 20 feet total.
Side Yard Setbacks	5 feet minimum, 10 feet total.
Building (Zone) Height	No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade.
Final Grade	Final Grade must be within four vertical feet (4') of Existing Grade around the periphery […].
Lowest Finish Floor Plane to Highest Wall Top Plate	A Structure shall have a maximum height of thirty five feet (35') measured from the lowest finish floor plane to the point of the highest wall top plate […].
Vertical Articulation	A ten foot (10') minimum horizontal step in the downhill façade is required […].
Roof Pitch	Roof pitch must be between 7:12 and 12:12 for primary roofs. Non-primary roofs may be less than 7:12.

Setbacks

Land Management Code (LMC) § 15-4-17 *Setback Requirements for Unusual Lot Configurations* lists different scenarios and their corresponding setback determinations for lots that don't follow the standard front, two (2) sides, and rear yard areas, traditionally known as a *block lot*. Furthermore, it indicates that any lots, which are not specified in this LMC section, are to have setbacks determined by the Planning Director. The Planning Director has determined the following setbacks:

- From 9th Street, platted un-built ROW, front yard (FY), ten feet (10') minimum. This is the historic front of the structure.
- From Empire Avenue, front yard (FY), ten feet (10') minimum.
- From Crescent Tram, front yard (FY), ten feet (10') minimum.
- From the south neighbor, rear yard (RY), ten feet (10') minimum. This side is opposite of the historic front of the house.
- From the east neighboring property, side yard (SY), five feet (5') minimum.

The diagram below graphically displays the Planning Director's setback determination:



The existing historic structure does not meet the minimum setbacks along the north side, platted un-built 9th Street ROW. The existing structure was built along this property line and the roof overhang is over the property line encroaching approximately eighteen inches (18"). Also, along this same property line, there is a concrete retaining wall built on the ROW. The existing historic structure also does not meet minimum setbacks along the Crescent Tram as it is approximately five feet (5') from the new property line after the dedication. The existing historic structure also does not meet minimum setbacks from the shared property line with the neighboring site towards the south as it is approximately eight and a half feet (8.5').

LMC § 15-2.2-4 indicates that historic structures that do not comply with building setbacks are valid complying structures; however, additions must comply with building setbacks.

Staff recommends adding a condition of approval that indicates that the concrete retaining wall encroachment across the north property line over the 9th Street ROW shall be resolved prior to plat recordation. The applicant bears the burden of proper approvals for the retaining wall, which may include an encroachment agreement with the City through the City Engineer's office, or relocation/removal of the retaining wall, subject to compliance with applicable Design Guidelines for Historic Sites through a Historic District Design Review application with the Planning Department.

Road Dedication

Utah Code, Transportation Code, Right-Of-Way Act § 72-5-104 declares that a highway (street or road, not including an area principally used as a parking lot) is dedicated and abandoned to the use of the public when it has been continuously used as a public

thoroughfare for a period of ten (10) years. Staff finds that Crescent Tram Road has continuously been used as a public thoroughfare for much longer that the required ten (10) years.

Furthermore, LMC § 15-7.3-4(I)(2) *Widening and Realigning of Existing Roads* indicates the following "*Land reserved for any road purposes may not be counted in satisfying yard or Area requirements contained in the Land Management Code."*

Because Utah Code § 72-5-104 dictates that statutorily the road is dedicated after ten (10) years, the requirement to dedicate the road as part of the Plat Amendment formalizes that dedication.

Building Footprint

LMC § 15-2.2-3(D) indicates that the maximum Building Footprint is calculated according the following formula for Building Footprint:

MAXIMUM FP = (A/2) x $0.9^{A/1875}$
where FP = maximum Building Footprint and A= Lot Area.

The LMC indicates that the maximum Building Footprint is a simple function of the lot area. The proposed lot area shown on the attached requested Plat Amendment displays that the proposed lot is to contain 3,242 square feet, which would yield a maximum Building Footprint of 1,351.0 square feet.

The applicant disagrees with this finding, See Exhibit I – Applicant's Letter received 22 March 2016, as they have indicated that they need a total of 1,476 square feet of maximum building footprint, which is 125 square feet over what the LMC allows based on the Maximum Building Footprint Formula. After careful review of applicable City Codes staff finds that the City is not able to provide the '*maximum building footprint prior road dedication'* but can only approve the *'maximum building footprint after road dedication'* which constitutes the lot size. Furthermore, the last sentence of LMC § 15-7.3-4(I)(2) found in the Road Dedication section above indicates that this area, reserved for any road, may **not** be counted in satisfying area requirements contained in the LMC.

Intersection Re-Design/Improvements

In order to provide a future vehicular access to 844 Empire Avenue, the City Engineer has indicated that the existing intersection at Empire Avenue and Crescent Tram needs to be re-designed and improved. The current site does not have vehicular access. Because the future vehicle access is for the sole benefit of 844 Empire Avenue, all of the costs associated of the re-design and improvements are the burden of the property owner. The intersection currently works as-built, without vehicular access to 844 Empire Avenue. At this stage the City Engineer has indicated that a vehicular access can only be accommodated off Empire Avenue or 9th Street. The City Engineer would not support vehicular access directly off Crescent Tram. Thus, any cost to applicant for improvements are only those directly related to allowing vehicular access to the site.

The City's Historic Sites Inventory designated the site in the significant category. LMC § 15-2.2-4 Existing Historic Structures indicates the following:

> *Historic Structures that do not comply with Building Setbacks, Off-Street parking, and driveway location standards are valid Complying Structures. Additions to Historic Structures are exempt from Off-Street parking requirements provided the addition does not create a Lockout Unit or an Accessory Apartment. Additions must comply with Building Setbacks, Building Footprint, driveway location standards and Building Height. All Conditional Uses shall comply with parking requirements of Chapter 15-3.*

Good Cause

Planning Staff finds that there is good cause for this Plat Amendment as the lot line going through a historic structure will be removed, 932 square feet will be memorialized as dedicated to the City for the Crescent Tram road for public use, the requested Plat Amendment will not cause undo harm to adjacent property owners, and all requirements of the Land Management Code can be met. The proposed lot area of 3,242 square feet is a compatible lot combination as the entire HR-1 District has abundant sites with approximate dimensions.

Process

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

Department Review

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

Notice

The property was posted and notice was mailed to property owners within 300 feet on March 9, 2016. Legal notice was published in the Park Record on March 9, 2016 according to requirements of the Land Management Code.

The property was again posted and notice was mailed to property owners within 300 feet on April 27, 2016. Legal notice was again published in the Park Record on April 27, 2016 according to requirements of the Land Management Code.

Public Input

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

Alternatives

- The Planning Commission may forward a positive recommendation to the City Council for the 844 Empire Avenue Plat Amendment as conditioned or amended; or

- The Planning Commission may forward a negative recommendation to the City Council for the 844 Empire Avenue Plat Amendment and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on 844 Empire Avenue Plat Amendment.

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

Consequences of not taking the Planning Department's Recommendation
The site would remain as is. The site would consist of one (1) Old Town lot and two (2) partial lots. The historic structure would contain a lot line going through it. Additions to the historic structure would have to respects all setbacks of all internal lot lines. The Crescent Tram ROW dedication would not take place. The existing single-family dwelling would remain as is. The portion of Crescent Tram would remain in the form of a prescriptive easement instead of City ROW.

Summary Recommendation
Staff recommends the Planning Commission hold a public hearing for the 844 Empire Avenue Plat Amendment located at 844 Empire Avenue and consider forwarding a positive recommendation to the City Council based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits
Exhibit A – Draft Ordinance with Proposed Plat Amendment
Exhibit B – Applicant's Project Description
Exhibit C – Original Submittal
Exhibit D – Existing Conditions & Topographic Map (Survey)
Exhibit E – Aerial Photograph
Exhibit F – Vicinity Map
Exhibit G – County Tax Map
Exhibit H – Site Photographs
Exhibit I – Applicant's Letter received 22 March 2016

Links
03.23.2016 Planning Commission staff report:
- http://www.parkcity.org/Home/ShowDocument?id=24365#page=51

03.23.2016 Planning Commission meeting minutes:
- http://www.parkcity.org/Home/ShowDocument?id=25475#page=7

04.13.2016 Planning Commission continuation staff report:
- http://www.parkcity.org/Home/ShowDocument?id=24493#page=33

04.13.2016 Planning Commission meeting minutes:
- http://www.parkcity.org/Home/ShowDocument?id=25557#page=9

Utah Code, Transportation Code, Right-Of-Way Act § 72-5-104:
- http://le.utah.gov/xcode/Title72/Chapter5/72-5-S104.html?v=C72-5-S104_2014040320140513

Exhibit A – Draft Ordinance with Proposed Plat Amendment

Ordinance No. 16-XX

AN ORDINANCE APPROVING THE 844 EMPIRE AVENUE PLAT AMENDMENT LOCATED AT 844 EMPIRE AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 844 Empire Avenue has petitioned the City Council for approval of the Plat Amendment to combine Lot 12, most of Lot 13, and a portion of Lot 14, Block 14, of the Snyder's Addition to the Park City Survey ; 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 public hearings on March 23, April 13, and May 11, 2016, to receive input on Plat Amendment; and

WHEREAS, the Planning Commission, on May 11, 2016, forwarded a recommendation to the City Council; and,

WHEREAS, on June 2, 2016, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, there is good cause and it is in the best interest of Park City, Utah to approve the 844 Empire Avenue Plat Amendment.

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

SECTION 1. APPROVAL. 844 Empire Avenue Plat Amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 844 Empire Avenue.
2. The property is in the Historic Residential-1 (HR-1) District.
3. The subject property consists of all of Lot 12, most of Lot 13, and a portion of Lot 14, Block 14, Snyder's Addition to the Park City Survey.
4. The site is listed on Park City's Historic Building Inventory as a significant site.
5. The proposed Plat Amendment creates one (1) lot of record from the existing three (3) parcels, one (1) full lot and two (2) partial lots consisting of a total of 4,174 square feet.

6. A portion of the property is encumbered by the Crescent Tram Road which has been used since the late 1800s and was paved in the early 1970s.
7. The City requests that the property owner formalize the dedication to the City that portion of the Crescent Tram prescriptive easement area that is on subject property. This area consists of 932 square feet.
8. The proposed lot would be 3,242 square feet.
9. A single-family dwelling is an allowed use in the District.
10. The minimum lot area for a single-family dwelling is 1,875 square feet.
11. The proposed lot meets the minimum lot area for a single-family dwelling.
12. The minimum lot width allowed in the District is twenty-five feet (25').
13. The proposed lot is approximately thirty one feet (31') wide.
14. The proposed lot meets the minimum lot width requirement.
15. Per LMC § 15-4-17 the Planning Director has determined the following setbacks:
    a. From 9th Street, platted un-built ROW, front yard, ten feet (10') minimum. This is the historic front of the structure.
    b. From Empire Avenue, front yard, ten feet (10') minimum.
    c. From Crescent Tram, front yard, ten feet (10') minimum.
    d. From the south neighbor, rear yard, ten feet (10') minimum. This side is opposite of the historic front of the house.
    e. From the east neighboring property, side yard, five feet (5') minimum.
16. The existing historic structure does not meet the minimum setbacks along the north side, platted un-built 9th Street ROW, as the structure was built on the property line.
17. The existing historic structure does not meet the minimum setbacks along the shared property line with the neighboring site on the south as it is approximately eight and a half feet (8.5').
18. The existing historic structure does not meet minimum setbacks along the Crescent Tram ROW dedication as it is approximately five feet (5') from the new property line after the dedication.
19. LMC § 15-2.2-4 indicates that historic structures that do not comply with building setbacks are valid complying structures; however, additions must comply with building setbacks.
20. The concrete retaining wall encroaches across the north property line over the 9th Street ROW.
21. The proposed lot area consisting of 3,242 square feet yields a maximum Building Footprint of 3,151.0 square feet.
22. LMC § 15-7.3-4(I)(2) Widening and Realigning of Existing Roads indicates that where a subdivision borders an existing narrow road for realignment or widening, the Applicant shall be required to improve and dedicate at his expense such Areas for widening or realignment of such roads.
23. LMC § 15-7.3-4(I)(2) indicates that land reserved for any road purposes may not be counted in satisfying yard or Area requirements contained in the Land Management Code.
24. Utah Code, Transportation Code, Right-Of-Way Act § 72-5-104 declares that a highway (street or road, not including an area principally used as a parking lot) is dedicated and abandoned to the use of the public when it has been continuously

used as a public thoroughfare for a period of ten (10) years.

25. Crescent Tram has continuously been used as a public thoroughfare for much longer that the required ten (10) years.
26. LMC § 15-2.2-3(D) indicates that the maximum Building Footprint is calculated according the following formula for Building Footprint: MAXIMUM FP = (A/2) x $0.9^{A/1875}$, where FP = maximum Building Footprint and A= Lot Area.
27. The proposed lot area shown on the attached requested Plat Amendment displays that the proposed lot is to contain 3,242 square feet, which would yield a maximum Building Footprint of 1,351.0 square feet.
28. In order to provide a future vehicular access to 844 Empire Avenue, the City Engineer has indicated that the existing intersection at Empire Avenue and Crescent Tram needs to be re-designed and improved.
29. The current site does not have vehicular access.
30. The future vehicle access is for the sole benefit of 844 Empire Avenue.
31. All of the costs associated of the re-design and improvements are the burden of the property owner.
32. The intersection currently works as-built, without vehicular access to 844 Empire Avenue.
33. The City Engineer has indicated that a vehicular access can only be accommodated off Empire Avenue or through platted un-built 9th Street.
34. The City Engineer is not willing to support vehicular access directly off Crescent Tram.
35. The City's Historic Site Inventory designated the site in the significant category.
36. Historic Structures that do not comply with Off-Street parking and driveway location standards are valid Complying Structures.
37. Additions to Historic Structures are exempt from Off-Street parking requirements provided the addition does not create a Lockout Unit or an Accessory Apartment.
38. There is good cause for this Plat Amendment as the lot line going through a historic structure will be removed, 932 square feet will be dedicated to the City for the Crescent Tram road for public use, the requested Plat Amendment will not cause undo harm to adjacent property owners, and all requirements of the Land Management Code can be met.
39. The proposed lot area of 3,242 square feet is a compatible lot combination as the entire Historic Residential-1 District has abundant sites with these approximate dimensions in this neighborhood.
40. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A ten foot (10') wide public snow storage easement will be required along the Empire Avenue front of the property.
4. Fire sprinklers shall be required for all new construction or substantial renovations, as determined by the Park City Building Department during building permit review.
5. Drive access to the site shall be from Empire Avenue or through platted un-built 9th Street in a location approved by the City Engineer.
6. The concrete retaining wall built over the north property line shall be resolved prior plat recordation. The applicant bears the burden of proper approvals for the retaining wall, which may include an encroachment agreement with the City through the City Engineer's office, or relocation/removal of the retaining wall, subject to compliance with applicable Design Guidelines for Historic Sites through a Historic District Design Review application.

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

PASSED AND ADOPTED this 2nd day of June, 2016.

PARK CITY MUNICIPAL CORPORATION

_____
Jack Thomas, MAYOR

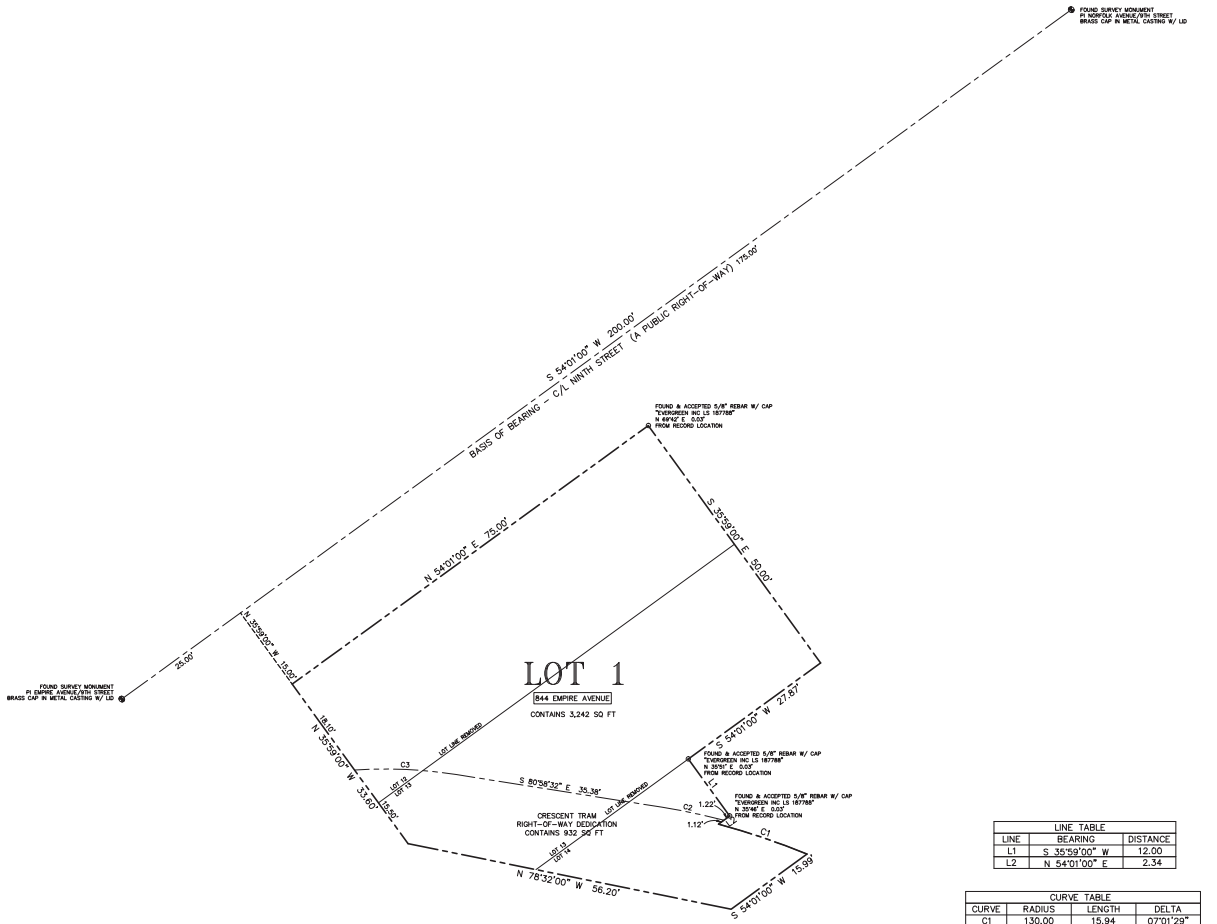
ATTEST:

_____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

Attachment 1 – Proposed Plat Amendment



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 35°59'00" W	12.00
L2	N 54°01'00" E	2.34

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	130.00	15.94	07°01'29"
C2	110.00	10.82	05°38'10"
C3	77.50	17.47	12°55'07"

REGISTERED LAND SURVEYOR
No.4938739
MARTIN A. MORRISON
State of Utah

SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938739, as prescribed by the laws of the State of Utah, and that by authority of the owners, I have prepared this Record of Survey map of 844 EMPIRE AVENUE PLAT AMENDMENT and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

BOUNDARY DESCRIPTION

Lot 12, Block 14, Snyder's Addition to Park City.

Also, a part of Lots 13 and 14, in Block 14, Snyder's Addition to Park City described as follows: Beginning at the Southwest corner of Lot 11, Block 14; and running thence South 54°01' West 75 feet; thence South 35°59' East 8.6 feet; thence South 78°32' East 56.2 feet; thence North 54°01' East 37 feet; thence North 35°59' West 50 feet to the point of beginning.

Less and excepting the following land conveyed to Robert G. Ward and Margery W. Ward, his wife, grantee, as show in that certain Quit-Claim Deed recorded December 28, 1983, as Entry No. 214633, in Book 283, at page 299, of Official Records, more particularly described as follows:

Beginning at the Northeast corner of Lot 14, Block 14, Snyder's Addition to Park City, Utah; and running thence South 35°59' East along the Easterly boundary of said Lot 14, 25 feet; thence South 54°01' West along the Southerly boundary of said Lot 14, 21.01 feet to a point on the Northerly side of the Crescent right-of-way; thence along said Northerly side of the Crescent right-of-way, being a 130 foot radius curve to the left (radius point bears South 22°14'19" West), 15.94 feet; thence North 54°01' East 2.34 feet; thence North 35°59' West 12 feet to a point on the Northerly boundary of said Lot 14; thence North 54°01' East along said Northerly boundary of Lot 14, 27.87 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Todd M. Gilbert, the undersigned owner of the herein described tract of land, to be known hereafter as 844 EMPIRE AVENUE PLAT AMENDMENT, does hereby certify that he has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat.

ALSO, the owner hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements and required utilities shown on this plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this _____ day of _____, 2016.

_____
Todd M. Gilbert

ACKNOWLEDGMENT

State of _____)
: ss.
County of _____)

On this _____ day of _____, 2016, Todd M. Gilbert personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Todd M. Gilbert acknowledged to me that he is the owner of the herein described tract of land, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

_____
A Notary Public commissioned in _____

_____
Printed Name

Residing in: _____

My commission expires: _____

NOTE

This subdivision is subject to the Conditions of Approval in Ordinance 16-____.

A PARCEL COMBINATION PLAT

A COMBINATION OF LOT 12 AND PART OF LOTS 13 AND 14 IN BLOCK 14, SNYDER'S ADDITION TO PARK CITY SURVEY

844 EMPIRE AVENUE PLAT AMENDMENT

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

10' 0 10' 20'

SHEET 1 OF 1

3/8/16 JOB NO.: 17-8-15 FILE: X:\SnydersAddition\dwg\srv\plat2015\170815.dwg

(435) 649-9467 Alliance Engineering Inc CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2016 BY _____ S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2016 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2016 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2016 BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2016 BY _____ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2016 BY _____ PARK CITY RECORDER	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ ENTRY NO. _____ _____ _____ FEE RECORDER

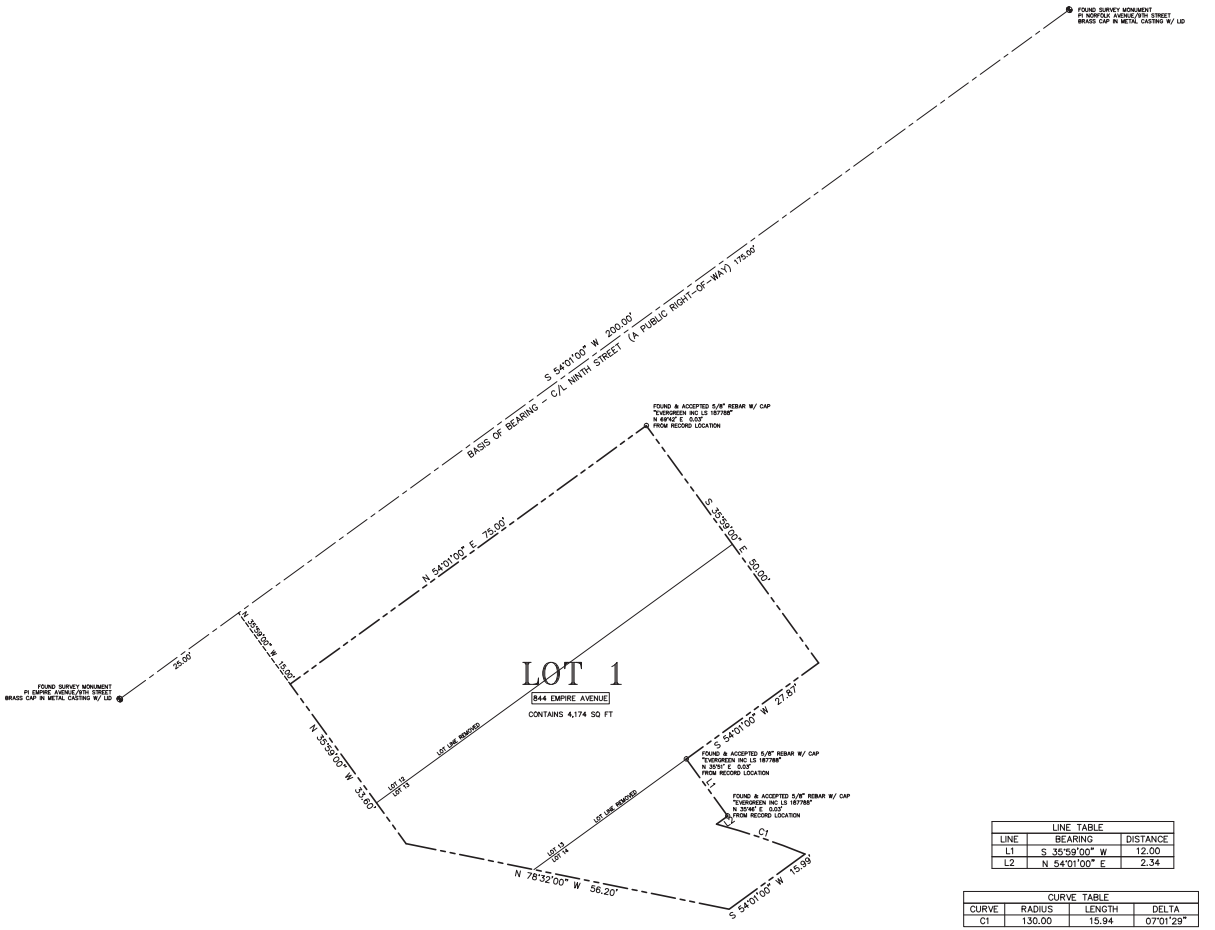
SNYDER'S ADDITION TO PARK CITY SURVEY, BLOCK 14,
LOT 12 AND PORTIONS OF LOTS 13 & 14,

(844 EMPIRE AVENUE)

PROJECT INTENT

Lot 12 and portions of Lots 13 & 14, Block 14, Snyder's Addition to Park City Survey, (also known as 844 Empire Avenue) are owned by the same entity. The original lot lines from Snyder's Addition to Park City Survey still exist between Lots 12 & 13 and between Lots 13 & 14. The owner desires to unify the property into one lot of record by extinguishing the existing lot line, with the ultimate goal of renovating the existing residence.

RECEIVED
DEC 11 2015
PARK CITY
PLANNING DEPT.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 35°59'00" W	12.00
L2	N 54°01'00" E	2.34

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	130.00	15.94	07°01'29"

REGISTERED LAND SURVEYOR
No.4938739
MARTIN A. MORRISON
State of Utah

SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938739, as prescribed by the laws of the State of Utah, and that by authority of the owners, I have prepared this Record of Survey map of 844 EMPIRE AVENUE PLAT AMENDMENT and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

BOUNDARY DESCRIPTION

Lot 12, Block 14, Snyder's Addition to Park City.

Also, a part of Lots 13 and 14, in Block 14, Snyder's Addition to Park City described as follows: Beginning at the Southwest corner of Lot 11, Block 14; and running thence South 54°01' West 75 feet; thence South 35°59' East 8.6 feet; thence South 78°32' East 56.2 feet; thence North 54°01' East 37 feet; thence North 35°59' West 50 feet to the point of beginning.

Less and excepting the following land conveyed to Robert G. Ward and Margery W. Ward, his wife, grantee, as show in that certain Quit-Claim Deed recorded December 28, 1983, as Entry No. 214633, in Book 283, at page 299, of Official Records, more particularly described as follows:

Beginning at the Northeast corner of Lot 14, Block 14, Snyder's Addition to Park City, Utah; and running thence South 35°59' East along the Easterly boundary of said Lot 14, 25 feet; thence South 54°01' West along the Southerly boundary of said Lot 14, 21.01 feet to a point on the Northerly side of the Crescent right-of-way; thence along said Northerly side of the Crescent right-of-way, being a 130 foot radius curve to the left (radius point bears South 22°14'19" West), 15.94 feet; thence North 54°01' East 2.34 feet; thence North 35°59' West 12 feet to a point on the Northerly boundary of said Lot 14; thence North 54°01' East along said Northerly boundary of Lot 14, 27.87 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Todd M. Gilbert, the undersigned owner of the herein described tract of land, to be known hereafter as 844 EMPIRE AVENUE PLAT AMENDMENT, does hereby certify that he has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat.

In witness whereof, the undersigned set his hand this _____ day of _____, 2016.

_____
Todd M. Gilbert

ACKNOWLEDGMENT

State of _____)
:ss.
County of _____)

On this _____ day of _____, 2016, Todd M. Gilbert personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Todd M. Gilbert acknowledged to me that he is the owner of the herein described tract of land, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

_____
A Notary Public commissioned in _____

_____
Printed Name

Residing in: _____

My commission expires: _____

NOTE

This subdivision is subject to the Conditions of Approval in Ordinance 16-____.

A PARCEL COMBINATION PLAT

A COMBINATION OF LOT 12 AND PART OF LOTS 13 AND 14 IN BLOCK 14, SNYDER'S ADDITION TO PARK CITY SURVEY

844 EMPIRE AVENUE PLAT AMENDMENT

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

10' 0 10' 20'

SHEET 1 OF 1

12/11/15 JOB NO.: 17-8-15 FILE: X:\SnydersAddition\dwg\srv\plat2015\170815.dwg

(435) 649-9467 Alliance Engineering Inc. CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	RECORDED
	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2016 BY _____ S.B.W.R.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2016 BY _____ CHAIR	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2016 BY _____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS _____ DAY OF _____, 2016 BY _____ PARK CITY ATTORNEY	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2016 BY _____ MAYOR	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2016 BY _____ PARK CITY RECORDER	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ ENTRY NO. _____ _____ _____ FEE RECORDER

Exhibit D – Existing Conditions & Topographic Map (Survey)

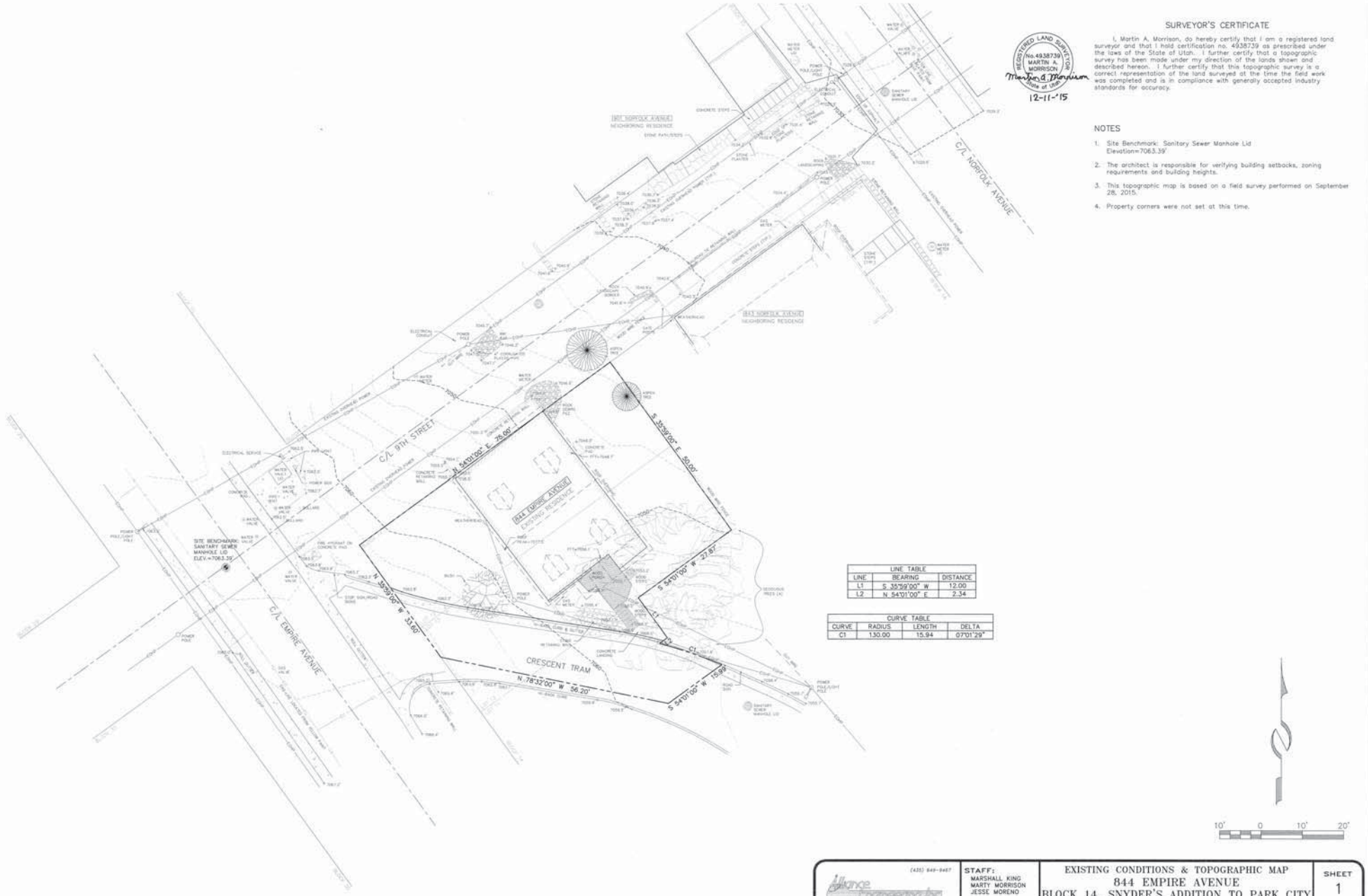
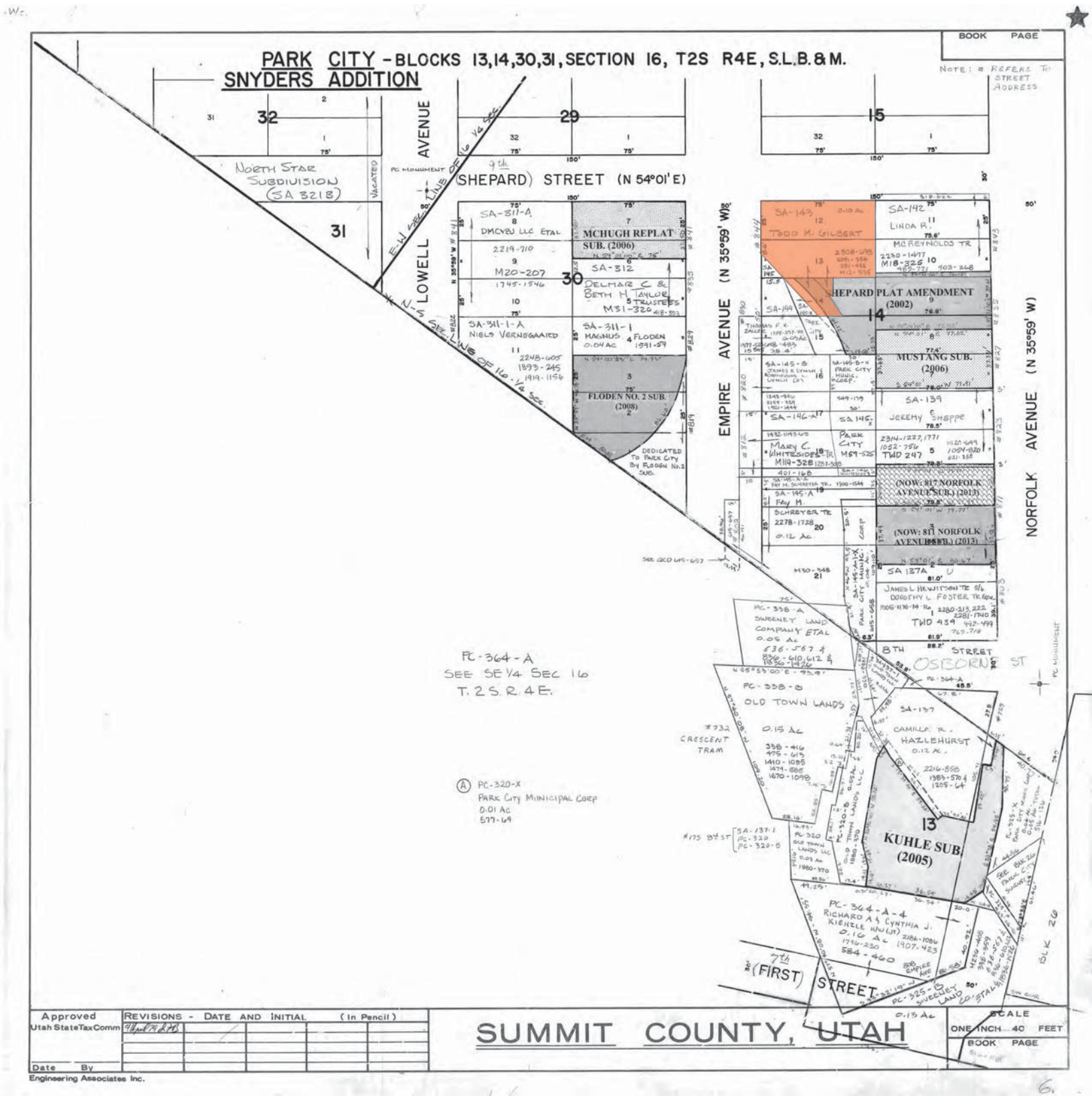


Exhibit E – Aerial Photograph




Exhibit F - Vicinity Map
844 Empire Avenue
Legend
Address
Parcels
Streets
HSI Significant Site
HSI Landmark Site
Empire Ave
Norfolk Ave
Crescent Rd
Lowell Ave
844
843
830
835
827
823
820
812
802
803
811
817
824
812
834
830
850
860
835
827
901
902
907
908
915
916
912
908
921
930
920
923
917
911
920 920
920 920
901
906
906 906
906
841
835
841
829
819
822
0 15 30 60 90 120
Feet
PCMC


PARK CITY - BLOCKS 13,14,30,31, SECTION 16, T2S R4E, S.L.B.&M.
SNYDERS ADDITION
BOOK PAGE
NOTE: # REFERS TO STREET ADDRESS
LOWELL AVENUE
(SHEPARD) STREET (N 54°01' E)
EMPIRE AVENUE (N 35°59' W)
NORFOLK AVENUE (N 35°59' W)
NORTH STAR SUBDIVISION (SA 3218)
MCHUGH REPLAT SUB. (2006)
FLODEN NO. 2 SUB. (2008)
SHEPARD PLAT AMENDMENT (2002)
MUSTANG SUB. (2006)
(NOW: 817 NORFOLK AVENUE SUB.) (2013)
(NOW: 811 NORFOLK AVENUE SUB.) (2013)
KUHLE SUB. (2005)
8TH STREET
OSBORNE ST
7th (FIRST) STREET
PC-364-A
SEE SE 1/4 SEC 16
T. 2 S. R. 4 E.
PC-320-X
PARK CITY MUNICIPAL CORP
0.01 AC
577-69
Approved
Utah State Tax Comm
REVISIONS - DATE AND INITIAL (In Pencil)
Date By
Engineering Associates Inc.
SUMMIT COUNTY, UTAH
SCALE
ONE INCH 40 FEET
BOOK PAGE



844 Empire Avenue looking northerly

Exhibit H – Site Photographs



844 Empire Avenue looking southeasterly



844 Empire Avenue looking northwesterly



844 Empire Avenue looking southerly

March 21, 2016

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

Attn: Francisco Astorga, Planning Department

Re: Plat Amendment
844 Empire Avenue

Dear Francisco,
After review of your email of March 18, 2016 we are disappointed that the entire property is not being included in the footprint area calculation as we thought it would be. Transfer of our ownership of the property occupied by Crescent Tram to the city should hold some value. Based on your email it does not. The full lot area of 4184 sq. ft. would yield a footprint of 1654 sq. ft. We understand that the maximum footprint created by the entire lot is probable not usable based on the other constraints placed on the property such as; lot shape, setbacks and designing around the historic home. We also feel that giving no credit for the Crescent Tram property is inherently unfair.
Your email stipulates that the footprint will be calculated on a lot area of 3242 sq. ft. providing a footprint of 1351 sq. ft. we feel this number is restrictive. After review of a number of design options we feel a footprint of 1476 sq. ft. would allow us to utilize a reasonable portion of the property and gain a modest 125 additional square feet of footprint over your proposed number.
We would very much like to proceed with our plat before the planning commission but feel that it is important to resolve this issue prior to that hearing. We would like to meet and discuss this issue with you at the earliest possible time.
Please let us know when you would be available to meet.

Sincerely,



RECEIVED
MAR 2 2 2016
PARK CITY
PLANNING DEPT.

K CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
APRIL 13, 2016

COMMISSIONERS IN ATTENDANCE:

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

EX OFFICIO:

Bruce Erickson, Planning Director, Francisco Astorga, Planner; Kirsten Whetstone, Planner; Anya Grah, Planner; Hannah Turpen, Planner; Makena Hawley, Planning Tech; Polly Samuels McLean, Assistant City Attorney

==========

REGULAR MEETING

ROLL CALL

Chair Strachan called the meeting to order at 5:30 p.m. and noted that all Commissioners were present.

ADOPTION OF MINUTES

March 23, 2016

Commissioner Suesser referred to page 17, last paragraph, which reflected that she asked the applicant to address some of the concerns raised in the letter. She corrected that statement to accurately reflect that she had asked the applicant to address **the** concerns raised in the letter.

MOTION: Commissioner Band moved to APPROVE the minutes of March 23, 2016 as amended. Commissioner Phillips seconded the motion.

VOTE: The motion passed unanimously.

PUBLIC INPUT
There were no comments.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Planning Director Erickson stated that the Commissioners were sent an update from the County Transportation. He thought the key take away from the update was the number of employee trips and the rate of growth of employment, relative to the rate of growth for

housing. Director Erickson remarked that job growth is at approximately 40%. To the best of his recollection housing growth in the City is approximately 1% and approximately 5% in the County. He pointed out that most of the trip generation is from employees and he believed that would play into the transportation discussions in the General Plan. Director Erickson stated that if the Commissioners had further questions they could be addressed in a work session forum.

Director Erickson reported that the HPB has approved the material deconstruction to do three openings in the roof of the white barn this Spring and insert steel trusses so it is seismically and wind loaded strengthened. CRSA is the project architect and there is a rigorous preservation plan. Director Erickson stated that if anyone had questions, Planner Hannah Turpen had a presentation from the CRSA Architects explaining how they intend to accomplish the work.

Chair Strachan asked if the barn would be closed to the public, and if so, for how long. Assistant City Attorney McLean pointed out that currently the barn is not open not accessible to the public. Planner Turpen explained that a building permit application has not yet been submitted so the Staff was unclear when construction would begin. However, she understood that they would try to keep as much of the property accessible as possible, but still keep the public safe and the site secure. Director Erickson assumed a late May, early June start date. Planner Turpen stated that the goal is to do the work during the shoulder season.

Assistant City Attorney McLean noted that the Treasure Hill application will be coming back to the Planning Commission at some point. She reminded the Commissioners and the public that this is a pending application and any public comment should be sent in writing to the Planning Department or directly to Director Erickson or Planner Astorga. Ms. McLean clarified that if the Planning Commission appears to be rude if they are approached by the public, it is only because they are not allowed to talk to the public about a pending application. All conversations should occur during a meeting.

Commissioner Joyce stated that he would not be able to attend the next Planning Commission meeting on April 27th.

Chair Strachan announced an agenda change this evening. He noted that the Blue Ribbon Commission would be the next item on the agenda. The LMC work session items would be discussed at the end of the meeting.

WORK SESSION

Review of the Blue Ribbon Housing Commission Report dated March 30, 2016 and preparation of comments to City Council per City Council Request

Rhoda Stauffer, the Housing Specialist for the City introduced the member of the Blue Ribbon Commission - Meg Ryan, Nicole Butolph, Ron Hunt, Mike Stewart, Glenn Wright, Tom Horton and Mark Sletten.

Ms. Stauffer noted that not every member would be giving a presentation this evening. She assumed the Planning Commission had read the report and would ask questions when necessary. Meg Ryan was also prepared to highlight the high notes if the Commissioner were interested. Chair Strachan thought it would be helpful.

Meg Ryan reported that the Blue Ribbon Commission would be attending the City Council meeting the following evening. They were before the Planning Commission this evening to here initial feedback. This is a work in progress and the Blue Ribbon Commission was asked to provide the Council with feedback on the EPS Study that was commissioned in order to look at the regulatory components of housing in the LMC. Ms. Ryan stated that that piece was still being finalized. She understood that the Planning Commission and the City Council were scheduled for a joint meeting on April 28th to discuss the details of the EPS Study. Ms. Ryan noted that what would be presented to the City Council tomorrow is an overview of other policy considerations. The regulatory component is in the EPS study such as the current in-lieu fee, requiring things of developers, etc. She anticipated future conversations once they share their policy thoughts with the City Council.

Ms. Stauffer stated that the Planning Commission was not given the full Staff report, which gives the background on the Blue Ribbon Housing Commission. She explained that the members were appointed in October and they have been meeting two to three times a month since October and they completed their work in March. They were asked to be the community filter for the regulatory work that Economic and Planning Systems are doing, and looking at Code and the Housing Resolution to determine its effectiveness and whether or not changes need to be made. Ms. Stauffer stated that the Blue Ribbon Housing Commission had other thoughts on the education pieces they wanted to provide to the City Council and that would be part of their presentation to the Council the following afternoon.

Chair Strachan stated that Blue Ribbon Commissions are often overworked and under-appreciated. However, this group was very much appreciated and it was a good report. Chair Strachan especially liked the recommendation that all development should pay something towards the affordable goals. He wholeheartedly agreed, and thought it was a good move to make it a top priority.

Chair Strachan asked if the group had discussed requiring that affordable housing be built first in most developments. He noted that many times larger projects are have promised and are legally required to put in affordable housing, but the profitable part gets built first and the affordable housing comes at a later, undetermined time, and in some cases not at all. He asked if that had come up in their discussions and what ideas they had for addressing it.

Mike Stewart stated that it was very appropriate to have milestones depending on the size of the development where affordable housing is provided concurrent with market based housing. Mr. Stewart stated that he is a developer who has done a lot of affordable housing in his past on a number of very large projects, and he always produced it upfront. He has seen a lot of agreements in both the City and the County where it has been discussed and the assumption was that it would be done upfront. He noted that they asked Ms. Stauffer and the Staff why the affordable housing that was supposed to be built with already approved projects was not built.

Chair Strachan hoped the City Council and Summit County would put some teeth in it and issue a stop building order unless they see affordable housing going in.

Commissioner Joyce recalled previous discussions where they suggested withholding a Certificate of Occupancy for any part of the development until the correct threshold of affordable housing is provided. Commissioner Joyce stated that he has also been frustrated by the fee-in-lieu piece. It is not high enough to be sufficient and it does not involve enough projects. He questioned whether a fee-in-lieu was an easy way out. Commissioner Joyce preferred to have the fee-in-lieu be the less desirable option than the building alternative. It should be more punitive so building affordable housing is less expensive than paying the fee-in-lieu. Commissioner Joyce pointed out that fee-in-lieu also puts the burden of land acquisition on the City for providing affordable housing.

Ms. Ryan stated that the group had discussed that at length. One of the things was prioritization and fee-in-lieu was low down on the priority list. They also talked about making it fractional units so it was not used at all.

Ms. Stauffer explained that it was not in the Blue Ribbon Commission report because fee-in-lieu is going to be addressed heavily by Economic and Planning System at the April 28th meeting.

Chair Strachan thought they needed to be careful of annexing more land to make room for affordable housing because that is a double-edged sword. Space is scarce, but in his opinion, annexing more space and building homes on it is not the answer.

Ms. Ryan stated that the group talked about that as well, and there are a lot of infill and acquisition opportunities. With the funds committed and the current zoning there are many opportunities. They also had many discussions about being more aggressive with zoning. Ms. Ryan stated that if they choose not to do that there are still opportunities within the parameters. She remarked that it is not a competition between open space and other goals. The housing in town can also solve transportation goals and potentially historic preservation. That led to the conversation about it being instrumental to have a partnership with the County.

Commissioner Phillips stated that the Park City Planning Commission meets with the Snyderville Planning Commission to try to align their goals and to learn from each other as well. He hoped that would prove to be fruitful.

Commissioner Phillips referred to the calculation for single residents and remodels and asked if the group had any recommendations on whether it should be by square foot or by valuation. He understood that they would get into the details with the City Council, but he was curious as to whether the Blue ribbon Commission had even discussed it.

Ms. Stauffer stated that Economic and Planning Systems has gone into more detail in their work, and the Blue Ribbon Commission agreed with where they were ending up. She did not have information with her, but they will learn more about their recommendation on April 28th.

Commissioner Phillips clarified that his reason for raising the question is because if it's based off of valuation, being in the construction industry he knows it's very common for applicant's to under value their scope of work. If it's based off of evaluation there should be some standard average number for different types of construction. Based on his explanation, Ms. Stauffer better understood the question. She stated that most of what they do in the Housing Resolution is based on square footage. They do their own valuations. They do not take value from the application.

Commissioner Phillips noted that the report made reference to buying current stock and converting it. Of all things, that is disappearing rapidly. He thought they should buy the current stock before it is no longer affordable to purchase because it may never come back.

Commissioner Phillips stated that on the flip of side of being punitive on the in-lieu-fee, he suggested having incentives on the other end in an effort to change the mood and the way people think about the bonuses, and encourage developers to start using the bonuses. If it gets abused they could scale it back. Commissioner Phillips stated that if affordable housing is a priority he preferred to see it over-used rather than under-used.

Nicole Butolph stated that the Blue Ribbon Commission had a long discussion about in-lieu-fees. Ms. Stauffer made it clear that using in-lieu fees are actually the discretion of the City Council and it is low on the priority list in terms of allowing people to use it. The circumstances in which in-lieu-fees are actually used are very low. Ms. Butolph clarified that because it does not happen often, they decided not to spend an exorbitant amount of time talking about in-lieu-fees.

Ms. Ryan stated that the density bonus was also discussed at length and the group basically thought that it was not being utilized and it was not useful. They thought it should be revisited. Mr. Stewart thought it was a political challenge because in most places the density bonus is insufficient to attract the developer community economically to make it work. In addition, it is very difficult to get approved by the public. The group determined that it needs to be looked at differently than it is today. Mr. Stewart stated that as they looked at the inventory in town and the available development opportunities, they were very few major developments left where that incentive might actually apply. To get the development community engaged it would have to be more substantial, but it is more difficult to get approved from a zoning regulation standpoint as well as from the public.

Commissioner Phillips asked if any of the members of the Blue Ribbon Commission had input on what the Planning Commission could do to make a difference. Ms. Ryan stated that she is the planner out of the group. In her opinion, once the Planning Commission and City Council figure out the policy direction, the challenge is looking at the Code. If they are serious about doing affordable housing they need to streamline the process. If they want affordable housing upfront they need to put that in the Code.

Glenn Wright stated that from a policy standpoint there are difficult but potential decisions to make. There are fewer opportunities to build and if affordable housing is a priority and they want more housing in the City they need to think about allowing more height and density, particularly in the transit corridors. Mr. Wright commented on the importance of having affordable housing in transit corridors.

Mr. Wright stated that the Blue Ribbon Commission also looked at City-owned land. Some of the decision made in the past have excluded some of the land from housing purposes. As decisions are made on City-owned land or purchasing land, affordable housing should be part of the discussion.

Commissioner Band asked how much time the group spent discussing what type of housing is appropriate, such as houses versus apartments. She understood that the conventional wisdom is to keep families in town, and they need to have a patch of grass. She understood there were limited land resources, and she asked how much of that should

be given to make sure people get people get a patch of grass. Mr. Stewart stated that the Blue Ribbon Commission sees this as creating a menu of opportunities because there is not one simple solution. One thing that stood out from an affordability standpoint was the importance of segmenting each affordable section and setting specific goals for each one because the housing need varies. On the low end the City has done well with apartments and what they have today. The middle income families are the ones who are currently lost in Park City. It is one constituency but it is not the only one.

Ms. Stauffer stated that they do regular assessments of need, as well as a survey of the community and what they want. The City was hiring consultants to do the actual study of what people want when they buy to help them understand the market. Ms. Stauffer noted that anecdotally, the best way to get the best housing in Park City is condos and stacked flats. However, she knows from experience that many young families would rather live in Heber than buy a condo in Park City. They do not want to exclude young families but it is impossible to do all single family homes in the City.

Commissioner Band asked if they would be surveying people who already own a house in Park City, or the people who actually have the needs. Ms. Stauffer replied that it would be a survey of people who have the needs and what they would buy.

Commissioner Joyce referred to a comment about more land being available in the County. He stated that when they talk about working with the County it suddenly becomes easier to put housing outside the City limits; but it adds to the existing transportation issues. He asked if the Blue Ribbon Commission had discussed that issue.

Ms. Ryan replied that it was discussed. They concluded that the City should do what it can within the finite borders, but development in the County will occur anyway and there are partnership opportunities that may meet those goals. It would enable corroboration to work with the transit corridors. As they work through joint transportation and recreation, housing is an integral part. Ms. Ryan stated that the City should not ignore the opportunities they may have in a working partnership with the County. The message from the Blue Ribbon Commission is that it was time to explore it.

Mr. Wright remarked that the County has some of the same ideas; and working together with the County they have talked about some type of joint venture Regional Housing Authority. He stated that the key is developing the transportation infrastructure and developing dense nodes in the western part of the County. Park City proper is a dense node, as well as the Canyons base, Kimball Junction, and the new development that has been approved at Silver Creek. Those are the four major dense nodes and that is where the affordable housing needs to be. Mr. Wright stated that both the City and the County have goals of affordable housing and transportation, and energy in becoming a green

community. Those are all centrally related by creating density, creating transportation and doing it together.

Commissioner Thimm agreed with the comment about building height. In his profession he tends to work with developers and property owners who want to get the highest and best use for their property. A density bonus in his mind can be very meaningless if you do not have the platform to have additional density someplace. Commissioner Thimm believed that creating building height or more buildable area was important. He remarked that reducing setbacks was probably impractical, but creating sensitive ways within the zoning ordinance that would allow for a height bonus in addition to a density bonus could make a density bonus more meaningful.

Mr. Wright agreed with Commissioner Thimm; however, it becomes a political issue within the community. The sentiment is that the community will not accept it. Mr. Wright stated that if this is a goal, the political leaders need to lead and recognize that height is a tool they need to consider.

Commissioner Thimm stated that in working with the development community over the years he has found two key interests. One is the profit motive and the other is time. He asked if consideration was given to the notion of reducing or waiving plan check and permit fees, and possibly providing for preferential or accelerate review of documents when the City issues permits.

Mr. Wright replied that the group did not get specific but they did talk about the time it takes. Mr. Stewart remarked that it was part of the menu and he agreed that time is money. They had discussed the possibility of fee waivers and other things the City could do. He believed that with most developers, particularly on larger projects, time savings would be the most impactful thing they could do.

Ann Laurent, Community Development Director, stated that the Building Department was currently talking about what could be most effective from a building perspective. She believed fee waivers could be looked at and recommended. Ms. Laurent stated that expediting the process is more difficult because two parties are involved with plan review. It is difficult to expedite a project when the plans are not complete, and she was concerned that it would give the perception that drawings do not have to be complete or meet Code. Ms. Laurent noted that the City has been careful not to set an expectation that may not come to fruition if there are problems with the plan check. She was more interested in how to move projects through the entitlements and the plan review pieces, as well as the planning and land use components. That has been more controversial in the estimation of why the resolution has not been as heavily applied as they would like. Ms. Laurent

emphasized that from a regulation perspective there is no way to expedite the process.

Commissioner Thimm clarified that he was not suggesting that they ignore the IBC or other Codes. However, he knows of communities where if drawings come and there is some threshold of affordable housing it gets priority. Ms. Laurent thought that could be an option. Another option she has done in past communities is when developments have standard units the City can approve a model for site adapts. So if the developer has pre-approved plans that they want to apply in multiple circumstances, they would not have to go through the whole review. Ms. Laurent was open to options.

Commissioner Thimm stated that in terms of the definition of affordable housing and income basis, he noticed in the report a HUD standard of 80% AMI. He asked if thought had been given to a deeper target. He is involved with multiple projects where 60% AMI is a goal that appears to be attainable. Ms. Stauffer explained that it was only an explanation of how RDAs are run, which is why 80% was cited. She stated that they target a "work force wage" by calculating what real wages are like locally. She is currently in the process of doing that calculation because the 2015 numbers must be completed by April or early May. That is an annual deadline for the prior year numbers to be available. Ms. Stauffer noted that consistently the median wage for Park City ends up equaling approximately 60% of AMI.

Chair Strachan thanked the Blue Ribbon Commission members for their time and a good report. He believed all of their recommendations were right on point. Chair Strachan encouraged them to keep moving forward and to keep the Planning Commission updated.

Commissioner Phillips requested that the Commission members come to the meetings and provide input when the Planning Commission discusses the Code changes.

The Planning Commission adjourned the Work Session and moved to the Regular Agenda.

CONTINUATION(S) – (conduct a public hearing and Continue to date specified)

1. 844 Empire Avenue – Plat Amendment creating one (1) lot of record from the lot and portions of Lots at 844 Empire Avenue (Application PL-15-03034)

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

MOTION: Commissioner Phillips moved to CONTINUE Empire Avenue plat amendment to May 11, 2016. Commissioner Joyce seconded the motion.

VOTE: The motion passed unanimously.

2. 803 Norfolk Avenue Plat Amendment – Combining lot 1 and the south half of Lot 2, Block 14 of Snyder's Addition to the Park City Survey (Application PL-15-03049)

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

MOTION: Commissioner Thimm moved to CONTINUE 803 Norfolk Avenue plat amendment to May 11, 2016. Commissioner Phillips seconded the motion.

VOTE: The motion passed unanimously.

3. 7800 Royal Street East #16 – Plat Amendment for Building E Unit 16 of Sterlingwood Condos. The amendment will change a current Common Area staircase to Private Area in order to enclose it. (Application PL-15-03110)

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

MOTION: Commissioner Joyce moved to CONTINUE 7800 royal Street East #16 plat amendment to April 17, 2016. Commissioner Thimm seconded the motion.

VOTE: The motion passed unanimously.

4. 1000 Ability Way – Master Planned Development (MPD) – request for approval of an MPD for future expansion of the National Ability Center including additional lodging, expansion of the Equestrian Arena and Administrative Building, and other activity additions and/or improvements (Application PL-16-03096)

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

MOTION: Commissioner Band moved to CONTINUE 1000 Ability Way master planned development to May 11, 2016. Commissioner Phillips seconded the motion.

VOTE: The motion passed unanimously.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

1. <u>1280 Park Avenue – 1280 Park AVENUE Condominium Record of Survey – proposal to create a two-unit condominium from the existing two (2) residential units</u> (Application PL-15-03043)

Planner Hannah Turpen reviewed the condominium plat application for the 1280 Park Avenue condominiums. The property is located in the HRM zone and consists of a historic house in the front and a new addition in the back. The new addition is currently under construction. The property owner would like to create a 2 unit residential condo unit so they can sell each unit separately.

The Staff recommended that the Planning Commission review the application, conduct a public hearing and consider forwarding a positive recommendation to the City Council.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

Commissioner Joyce noted that the house is historic and there is a piece of the house that is not historic. Currently it is one house, but if they cleave it into two condos he wanted to know how the historic registry piece would apply since half would be historic and the other half would not. He questioned how changes could be made to each unit.

Planner Turpen did not believe this was the only condo with this situation. She explained that it is in the Historic District and either unit would have to meet the Historic District Design Guidelines. It would be treated the same as if it were any other single family home or a condo.

Commissioner Joyce pointed out that the older historic piece is listed as a Landmark structure, which has tighter restrictions. He stated that even if it remained a house rather than a condo, what could be done with the addition is different than what could be done to the historic portion. Commissioner Joyce ask if the back half would lose its historic consideration once it becomes a separate condo, or whether it is treated as a Landmark.

Assistant City Attorney McLean explained that it is part of the site. She noted that currently with the addition the structure becomes a duplex. The condominium application allows each unit to be sold to two different owners. Ms. McLean remarked that anything on the site is subject to the Historic District Guidelines, the front of the house will continue to be maintained as a Landmark, but the back of the houses, Unit B, would have to meet the Historic District Guidelines for newer construction. Because they are tied together, it would

be subject to all of the same restrictions that applied when the addition was initially added. Ms. McLean pointed out that the address would be the same because the second unit would not have its own address. Commissioner Joyce questioned why it would not be two addresses since the units front different streets. Planner Turpen stated that Sullivan Road is not a plated right-of-way. Therefore, Park Avenue is the official right-of-way for that property. Ms. McLean noted that the address would be 1280 Park Avenue Unit A or Unit B. Commissioner Joyce asked if the Fire Department would understand that it would not be a Sullivan Drive address if they received an emergency call. Ms. McLean stated that they would check with the City Engineer to make sure the Fire Department has that understanding. Chair Strachan reiterated that Sullivan Road is not a platted road. Ms. McLean assumed that in the event of an emergency the called would articulate that they were the unit in the back.

Commissioner Joyce stated that if he were buying the condo and he looked in the HSI, he wanted to know if it would be obvious that his new address being 1280 B would show up other than just being zoned in the Historic District. Planner Turpen replied that the entire site is known as 1280 Park Avenue. They designate the site and not just the house, so it would be affiliated with that despite it being Unit B.

Assistant City Attorney McLean suggested that the Planning Commission could add a condition of approval regarding that the CC&Rs shall reflect that Unit A is on the Historic Sites Inventory. Commissioner Joyce did not think that was necessary. He was comfortable with the explanations.

Commissioner Campbell asked if there should be a plat note on Unit B stating that all historic restrictions on Unit A are applicable to Unit B. It would be unfortunate if a potential buyer in the future was not aware of the restrictions that may be enforced before they make the purchase. He thought a plat note would make it clear when doing a title search. Planner Turpen offered to meet with Ms. McLean to draft a plat note.

Director Erickson suggested an additional condition of approval #4 that the plat reflect the location and the requirements to comply with the Historic District Design Guidelines. It should also be repeated in the CC&Rs. Director Erickson preferred to address it as a condition of approval because it is easier to find it in the CC&Rs when doing a title search than finding it on the plat.

MOTION: Commissioner Thimm moved to forward a POSITIVE recommendation to the City Council for the 1280 Park Avenue condominiums plat based upon the Findings of Fact, Conclusions of Law, and Conditions of Approval as amended. Commissioner Joyce seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 1280 Park Avenue

1. The duplex dwelling is located at 1280 Park Avenue in the HR-M zone. A duplex dwelling is an allowed use in the HR-M zone.

2. The duplex dwelling consists of a Historic Structure with a non-historic rear addition. The Historic Structure was constructed in 1904 and the new addition is currently under construction.

3. A Historic District Design Review (HDDR) application for the new rear addition to the Historic Structure (creating the duplex dwelling) was approved on July 20, 2015.

4. The Historic Structure is designated as Unit A and the new rear addition is designated as Unit B on the proposed condominium record of survey plat

5. The site is listed as “Landmark” on Park City’s Historic Site’s Survey.

6. There are no existing physical encroachments on the site.

7. The minimum lot size for the HR-M is 3,750 square feet for a duplex dwelling. The property is 5,154 square feet. In the HR-M zone no maximum footprint calculation is established, as the size of a structure is determined by the setback and height requirements.

8. The maximum height for a structure is 27 feet above existing grade. The maximum height of the new rear addition is 27 feet and the maximum height of the Historic Structure is 18 feet.

9. A lot line adjustment was approved by City Council on March 27, 2003 creating the 1280 Park Avenue Subdivision. The 1280 Park Avenue Subdivision combined the existing platted lots and remnant parcels into one (1) lot of record and brought the lots into compliance with the minimum lot size for the HR-M zone.

10. Historic Structures that do not comply with Building Setbacks are valid Complying Structures. The north Side Yard Setback of the Historic Structure is 2.9 feet to 3.1 feet (west to east). The south Side Yard Setback of the Historic Structure is 3.7 feet to 3.6 feet (west to east).

11. Under § 15-14-1, the Planning Director may deem existing violations in substantial

compliance with the Land Management Code. On April 6, 2016 the Planning Director deemed the south Side Yard Setback violation of the rear addition as 1280 Park Avenue de minimis, and in substantial compliance with the LMC.

12. The south wall of the new rear addition is clad in horizontal cedar siding with a two inch (2") profile. The horizontal cedar siding falls under Side Yard Exceptions in LMC § 15-2.4-4. Therefore, the level of non-compliance of the south Side Yard Setback is reduced from 0.25 feet (3 inches) and 0.4 feet (4.8 inches) (west to east) to .083 feet (1 inch) and .24 feet (2.8 inches) (west to east).

13. The error extends a maximum of 2.8 inches (2.8") beyond the vertical plane of the south Side Yard Setback. As no additional square footage was achieved in the rear addition due to this violation, the Planning Director has determined that the violation is de minimis and not advantageous to the scope of the development.

14.Any new additions to the structure will have to meet the five foot (5') Side Yard Setback as outlined in § 15-2.4-4 (G) SIDE YARD.

15.Historic Structures are exempt from Off-Street parking requirements provided the addition does not create a Lockout Unit or an Accessory Apartment. The new addition (Unit B) creates a Lockout Unit. The new rear addition (Unit B) has a twocar garage arranged in a tandem configuration accessed from Sullivan Road. In addition, the driveway for Unit B has a one-car parking space. In total, Unit B provides three (3) parking spaces

16.The Historic Structure (Unit A) is exempt from Parking Requirements as defined in LMC § 15-2.4-6; however, the Historic Structure has a driveway (accessed from Park Avenue) which provides a parking space for one (1) vehicle.

17.Vehicular and pedestrian access for Unit A is proposed to come from Park Avenue.

18.Vehicular and pedestrian access for Unit B is proposed to come from Sullivan Road.

19. In 2008, a Conditional Use Permit was approved for a concrete driveway and curb cut located in the rear of the Historic Structure. Staff determined that a new Conditional Use Permit would not be required because the new driveway accommodating vehicular access for the new rear addition (Unit B) would utilize the existing curb cut and would not intensify the use of the vehicular access.

20. Unit A contains 2,265 square feet (including the lower level).

21. Unit B contains 3,410 square feet (including the garage). Unit B contains 968 square feet of private interior garage space. The driveway of Unit B can accommodate one (1) car and is designated as Limited Common for the Benefit of Unit B.

22. The driveway of Unit A can accommodate one (1) car and is designated as Limited Common for the Benefit of Unit A.

23. A Common Area and Non-Exclusive Utility and Drainage Easement extend along the entire length of the north lot line. The easement extends to the northern exterior facades of Unit A and Unit B.

24.A Non-Exclusive Utility and Drainage Easement extends along the entire length of the south lot line and west lot line. The easement extends to the southern exterior facades of Unit A and Unit B.

25. The property is located in a FEMA Flood Zone A which requires the lowest occupied floor to be equal to or above the base flood elevation.

26. Utilities, including sewer, water, gas, and electricity for both units will originate from Park Avenue, as service is not available from Sullivan Road.

27. The findings within the Analysis section of this report are incorporated within.

Conclusions of Law – 1280 Park Avenue

1. There is good cause for this condominium Record of Survey plat.
2. The Record of Survey plat is consistent with the Park City Land Management Code and applicable State law regarding Condominium Record of Survey Plats.
3. Neither the public nor any person will be materially injured by the proposed Record of Survey plat.
4. Approval of the Record of Survey 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 – 1280 Park Avenue

1. The City Attorney and City Engineer will review and approve the final form and content of the Record of Survey and Condominium Documents and CC&Rs for compliance with State law, the Land Management Code, and conditions of approval, prior to recordation of the plat.

2. The applicant will record the Record of Survey at Summit County within one year

from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. The CC&Rs shall include a tie breaker mechanism.

4. The CC&Rs shall reflect that the site is listed on the Park City Historic Sites Inventory and any development shall be in substantial compliance with the requirements outlined in the Land Management Code for Historic Sites.

5. A Plat note shall be added and state that the site is listed on the Park City Historic Sites Inventory and any development shall be in substantial compliance with the requirements outlined in the Land Management Code for Historic Sites.

2. 2300 Deer Valley Drive East – Deer Crest Hotel Conditional Use Permit Amendment – request to amend conditions of approval regarding construction phasing for Phases 2 and 3 of the St. Regis Hotel at the Snow Park Site (Application PL-16-03101)

Planner Whetstone introduced Michael Zicarro and Tom Bennett, representatives for the applicant, Deer Crest Janna, the property owner of the Deer Crest CUP.

Planner Whetstone reviewed the request to amend conditions of approval of the Deer Crest CUP, which is the St. Regis Hotel, regarding the timing of construction of phases two and three. Planner Whetstone reported that the St. Regis was originally approved in 2005 and was amended in 2008. More recently language was extended in 2014. The entire hotel project was approved as a conditional use permit, which included all phases, and everything from the site to the architecture. Conditions were placed having to do with the timing of the parking structures and condominiums at the Snow Park site.

Planner Whetstone noted that the address is 2300 Deer Valley Drive, where the funicular goes up and the funicular building sits in the building sits in the building. She noted that the north side over by Powder Run was always intended to be the third phase. The south side, which had the temporary sales building was phase two.

Planner Whetstone stated that when this was amended in 2014 to address the timing, it only referred to the timing of Phase 3, and required building plans by June of 2016. She noted that the language did not address Phase 2. Therefore, the owner has submitted an application to request an amendment to the CUP. She pointed out that essentially the amendment changes some conditions of approval, but it actually clarifies and extends the

conditional use for construction of Phases 2 and 3. Planner Whetstone referred to page 91 of the Staff report which contained the proposed request to change Conditions 3 and 4.

Planner Whetstone reviewed the proposed changes to the Conditions.

Condition #3 – Instead of saying that the applicant shall submit a complete application and building plans for construction of the parking structure and condominium units at Snow Park North on or before June 18th, the applicant was asking to change that to **construction of the Phase 2, parking structure and condominium units at Snow Park South, prior to December 31, 2017. If plans are not submitted within that time frame that CUP will expire and they will have to submit a new one. The language further states that they will submit a building permit application for Phase 3 within 18 months following the issuance of final certificates of occupancy for the South.**

Condition #4 – This condition would be modified slightly to address updating the parking study. Planner Whetstone noted that this was important because there is existing surface parking at both sites. Certain things have to happen with that parking to ensure that they have the necessary parking for the hotel. She pointed out that some of the required parking is at Snow Park. The new condominiums will require parking but they need to make sure that parking will be provided during construction. Planner Whetstone stated that the City is requesting a parking study at the time of the building permit for Phase 3, but also requesting a general parking study because there have been comments about how the parking is actually working. When the CUP comes back there is the opportunity to get a more general parking study. The study will be presented to the Planning Commission as an information item if the Staff finds any issues in their review.

The Staff had reviewed the request against the conditional use permit criteria and requested that the Planning Commission conduct a public hearing and consider approving the amendments regarding the timing of construction for Phases 2 and 3 at the St. Regis.

Approximately 200 noticing letters were sent out and Planner Whetstone had received four or five emails and phone calls from people requesting the Staff report and the exhibits. She did not receive any follow up on those requests. There was interest from Black Diamond, Powder Run and others in the neighborhood.

Tom Bennett, representing the applicant, stated that this was a situation where it takes a lot of words to lay out something that is quite simple. He thought Planner Whetstone outlined it accurately and he had nothing further to add at this time. He was prepared to answer questions.

Chair Strachan asked why the Phase 2 extension was not requested with the previous amendment. Mr. Bennett Zicarro replied that there was never a timing deadline set for Phase 2. The timing deadline was always with respect to Phase 3. As mentioned in the Staff report, this goes back to an issue that rose in 2009 by a neighbor within Deer Crest. Mr. Zicarro stated that they have a surface lot and the Planning Commission at that time wanted to know whether it would always be a surface lot or whether it would eventually be a parking structure with building above it. Therefore, they were given a time frame to do that. In 2014 the time frame was addressed and extended; however, it essentially put Phase 3 ahead of Phase 2. When they started planning for Phases 2 and 3 last summer they realized that the phases were now out of order. Mr. Zicarro remarked that they have to build on the south side first because that is the parking garage that would add parking availability when they build on the existing parking lot. He reiterated that there has never been a timeframe by which Phase 2 had to move forward. Mr. Zicarro clarified that the intent of this request is to put the phases back in the right order.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

Commissioner Joyce thought this proposal defeated what was originally trying to be addressed. He stated that there is open parking on the north side and the Planning Commission tried to address the concern of how long it would an open parking space versus a parking structure or parking under condos. That was the big debate and they established an end date. Commissioner Joyce stated that he was on the Planning Commission in 2014 and it was not accidental that they focused on the north side for Phase 3. They specifically talked about when that open parking lot would get its construction. It was the purpose in 2009 and it was talked about again in 2014. Commissioner Joyce did not believe Phase 2 was relevant in 2014. The deadlines were about that north parking lot.

Commissioner Joyce believed the current request exacerbates the concern because instead of having a clear deadline, Phase 2 would be moved out to December of next year and the parking lot would be tied to a building permit within 18 months after the CO of Phase 2. He pointed out that granting this request could potentially extend having the parking lot for another 10 or 15 years without ever triggering the condition that was agreed to with much debate and the appeal process in 2009. Commissioner Joyce thought they were very specific in 2014 and the deadlines were set in place for a reason.

Planner Whetstone explained that in 2009 there was an amendment to the CUP to build a structure. The applicant came in with a request and the condition was changed to say that they could build a parking lot. Planner Whetstone referred to the action letter from the 2009 meeting and read Condition of Approval #14 on page 109 of the Staff report. Condition #14 – "Within five years of approval, the applicant will either submit building plans for construction of the parking structure at the Snow Park north side or apply for an amendment to the Deer Crest Hotel CUP to be approved by the Planning Commission that either extends the time frame for an additional year, or allows the parking lot as a permanent solution at the Snow Park North".

Commissioner Joyce understood that neither of those were part of the request this evening. Planner Whetstone answered yes. She noted that in 2014 the applicant requested a change to the condition, and at that time a date was set. Planner Whetstone stated that if the parking on the north side is taken away before the replacement parking is built there would be no parking for the hotel. Therefore, Phase 2 has to occur before Phase 3.

Planner Whetstone noted that the Planning Commission could approve the request to amend the conditions for the construction; they could deny the request; or they could continue the discussion and direct the Staff to prepare findings. She pointed out that if the Planning Commission denies the request the applicant would have to bring in plans for the north side by June 2016.

Assistant City Attorney McLean recalled that the issue regarding the building of the parking lot was that initially it was temporary and it needed to be turned into a permanent parking lot. She noted that it was turned into a permanent parking lot as part of what occurred in 2009. Ms. McLean stated that the Planning Commission did not want a temporary parking lot without an end date because then it would not be temporary. She referred to page 109 of the Staff report, which was the exhibit from the Jerry Rice appeal. She noted that the condition #14 talks about within five years of the approval that either extends the time frame for an additional year, or allows the parking lot as a permanent parking solution at Snow Park north. Her recollection wasn't that they needed to build a parking structure, it was that they wanted a permanent parking lot.

Assistant City Attorney remarked that in terms of extending this out, the Staff discussed whether conditions have changed in the Code that would prevent the applicant from getting the CUP of they were to reapply today. She recalled that the Staff conclusion was no, and a Finding was added to make it clear because the City does not like to extend things out.

Commissioner Joyce noted that the Planning Commission has a list of LMC changes they will be looking at over the next 18 months, yet this could possibly extend out ten years. He believed it took away their flexibility.

Chair Strachan agreed with Commissioner Joyce in terms of what happened during the 2014 meeting. However, if they do not grant this request and the CUP expires in June 2016, the applicant will submit a new CUP. The Codes are the same and the Planning Commission would have to approve it because the impacts have already been proven to be mitigated. That would put them in the same situation of having a flat parking lot for the next five or more years while the applicant continues through the process with a pending application for a CUP. Chair Strachan pointed out that they end up in the same place with a flat parking lot and no way out under either scenario. Either they grant the extension this evening, or they deny it and applicant comes back with a new application and the flat parking lot remains.

Commissioner Joyce understood Chair Strachan's point, but based on that logic the whole negotiation for an end date to the parking lot has no teeth whatsoever. He stated that if the options Chair Strachan laid out were the only options, the only teeth would be if somewhere in that time a substantive LMC change was made that would affect bringing the CUP back under a new set of rules, which could be better or worse for the applicant.

Chair Strachan remarked that in many other circumstances there are teeth to deadlines. He believed if they asked the applicant's representatives what the detriment would be, it would be that they have to spend a lot of time and money on a new CUP.

Commissioner Joyce had two issues. One was that he did not agree with the idea that this was a mistake. It was what they talked about and cared about in 2014 and the reason they set a deadline. Secondly, he was comfortable with the extension until he saw it kick off of the Certificate of Occupancy. He was concerned that they got away from a hard date and instead were setting a date based on something that is 95% in the applicant's control.

Commissioner Joyce clarified that he did not want the applicant to repeat the CUP process, but the Planning Commission either needed to reach the conclusion that the parking lot was fine as it; or they set a hard date for Phase 3 and the building plans.

Chair Strachan thought they needed to reach a compromise where the CO does not mark the line. It would be some other benchmark.

Mr. Zicarro noted that something new that they were proposing was to set a time deadline on the start of Phase 2, which does not currently exit. Their goal is to set time frames on this project going forward. Mr. Zicarro stated that they were willing to set an outside date

which is three years from the date that Phase 2 is required to proceed to start Phase 3. He noted that they also agreed to provide a second parking study. One was submitted in 2012 and they were agreeing to do another one over a 12 month period so the Planning Staff could accurately assess the parking for the project and whether or not it is appropriate. If it is not appropriate, the applicant would have to address it before starting Phase 2.

Commissioner Campbell asked Commissioner Joyce if his objection was to the flat parking lot itself or whether he was trying to do a minimum number of parking spaces to make sure the parking does not fall below that. Commissioner Campbell thought the Commissioners had agreed that if they were going to restrict parking spaces generally that they wanted maximum numbers rather than minimum numbers to keep traffic down. He asked if the other Commissioners shared his recollection.

Commissioner Joyce explained that his concern was that in 2009 there was an agreement that said no one wanted a flat temporary parking lot. Commissioner Campbell asked if his opposition was to the big wall or because there were not enough parking spaces. He asked Commissioner Joyce to disregard what was done in 2009 and to explain his opposition based on present day. Commissioner Joyce replied that he was trying to get rid of the big wall. He explained that at some level he personally did not care, but at lot of work and energy took place in 2009, as well as an appeals process, that produced an end result. Commissioner Campbell pointed out that seven years later the Planning Commission has concluded that traffic is a bigger problem than parking, and he thought they had agreed not to impose minimum parking spaces. Commissioner Joyce remarked that when the applicant submits building plans for Phases 2 and 3 and the parking study, they could look back and determine at that point whether they were requiring the applicant to build too much parking.

Commissioner Campbell stated that one of the conditions is a new parking study and if it has more than two spaces he would be against it because each space will be filled with a car that uses City streets and that is what they want to avoid. It would not bother him at all if they build Phase 2 first and it obliterates every parking space up there for five years. In the end parking will be self-regulating and the result will be the right number of parking spaces. Commissioner Joyce believed this was an LMC discussion that needs to take place. However, the LMC currently requires a number of parking spaces based on the type of business or residence. If they want to focus on mass transit and less parking they have to change the LMC.

Commissioner Campbell was concerned about asking the applicant to come back with a traffic study with results that they do not really care about. Commissioner Joyce argued that Commissioner Campbell might not care, but that was not the case for everyone.

Planner Whetstone clarified that the applicants needed the parking to meet the minimum parking requirement for the hotel on top because of the Settlement Agreement restricting the number of overnight spaces at the Roosevelt Gap site. Therefore, they are counting on the parking at Snow Park required by the CUP and the settlement Agreement to meet the parking for the hotel. Planner Whetstone stated that it is fairly under parked because the parking standards do not required parking for employees. They must have a 200 space parking lot on the Mayflower site for the employees that are shuttled up through Deer Crest. She noted that they were already meeting the minimum parking requirements.

Commissioner Campbell recalled from the 2014 renegotiation that the Planning Commission had requested some type of beautification to make the wall look nicer. Planner Whetstone stated that the idea was to make it a permanent parking space with permanent landscaping and drainage. Commissioner Campbell asked if one of the options this evening would be to allow the applicant to make the parking lot as it exists a permanent lot. Planner Whetstone clarified that it is basically a permanent parking lot now. She explained that the original Conditional Use Permit expires in one year unless it is extended. This one is 80% complete. If it were not for the phasing issue and the condition that required the parking structure before issuing the CO, and the fact that no one wanted a parking structure before there were units on top to cover it up, this discussion would not be taking place because the conditional use permit was not expired.

Commissioner Campbell remarked that the language Assistant City Attorney McLean read from page 109 ends with, "….or allows the parking lot as a permanent parking solution". Planner Whetstone stated that the condition was put on the CUP when it was phased.

The Commissioners discussed options to resolve this issue. Chair Strachan noted that the applicant has UEs that they are entitled to. Commissioner Joyce stated that if Planning Commission decides that this was permanent parking, the applicant could come back with a new CUP request.

Commissioner Campbell wanted it clear that he was opposed to any regulation of parking spaces. Commissioner Joyce reiterated that currently the LMC has parking requirements that the Planning Commission needs to enforce. If Commissioner Campbell felt that strongly he needed to raise his concerns and be a big proponent for making changes when they discuss the LMC and whether or not to change the parking requirements.

Chair Strachan understood that the applicant and some of the Commissioners were in favor of imposing a new hard deadline based on a new benchmark that is not just the CO plus 18 months. Everyone concurred. Chair Strachan stated that the next step was to figure out the deadline and the benchmarks.

Mr. Zicarro stated that currently there is no deadline on Phase 2. If they intend to impose a deadline that needed to be done first. He remarked that in discussions with the Planning Staff they talked about various time frames to start Phase 3. They came up with the proposal that was mentioned earlier and they were willing to change that to set a firm date, which is three years of the commencement of Phase 2, or three years from the December 31, 2017 date. Chair Strachan asked how they would define commencement. Mr. Zicarro defined it as building permit. However, if the deadline for Phase 2 becomes December 31st, 2017, then they would set three years from that date as the firm deadline for the commencement of the building permit. Mr. Bennett clarified that it would be the submission of an application for a building permit, which would be 12/31/2020.

Commissioner Joyce referred to page 92 of the Staff report, the recommended amendment, and understood that based on what Mr. Bennett had stated, the language would be revised to read, "A complete building permit for Phase 3 shall be submitted by December 31st, 2020." Mr. Bennett concurred. Commissioner Joyce noted that the amended language that was proposed already identified the date for a building permit for Phase 2 as December 31, 2017.

Chair Strachan thought it should be clarified that Phase 2 is required to be completed before Phase 3 begins. Commissioner Joyce believed the amended language on the bottom of page 91 already sets the building permit piece for Phase 2. He thought that should be left intact. Planner Whetstone stated that the south side has to be completed so they can use that parking before they tear up the north side.

Chair Strachan was bothered by Mr. Bennett's comment that 2017 is the submission of a building permit. He thought that deadline should be the actual construction of Phase 2 rather than just submitting plans. Mr. Bennett stated that once the permit plans and applications are submitted the timing is out of their hands and in the hands of the City. He preferred the date to be within the developer's control. The submission of a building permit application would be in their control. Commissioner Joyce was comfortable with the timing of the submission of the building permit. He was not interested in forcing the building phases. His concern was to make sure there was an adequate parking plan. Mr. Bennett pointed out that when the Phase 2 building is built, the parking is built first. Therefore, the parking could potentially be serviceable six months before the condos are built on top.

Commissioner Joyce summarized the changes per their discussion. He referred to the bottom of page 91 with the amendment to Condition #3, and suggested that they leave it intact as written. As the language continues on page 92, the bottom sentence should be revised to read, "A complete building permit application for Phase 3 shall be submitted by December 31st, 2020". That was the only change he would request. Mr. Bennett and Mr. Zicarro were comfortable with that change.

Commissioner Campbell asked if they could strike Condition of Approval #4 regarding the parking study. Chair Strachan stated that the last time the applicant came before the Planning Commission they had already completed a parking study. His concern then and still now is the fact that everyone parks in the Snow Park parking lots. Not everyone would agree, but he believed it was true based on what he sees. Chair Strachan stated that in regards to the last parking study, the Minutes reflect that Mr. Bennett had said, On the busiest day of the year approximately 40% of the spaces were still open and he was clearly demonstrating to the Planning Commission that the project has more parking than has ever been used. Chair Strachan stated that if that was the case it creates three problems. One is why would they build more parking. The second is how to discourage people from parking in Snow Park. The third was whether they needed another study if the evidence is clear that it is already an over parked facility. Chair Strachan clarified that he was talking about the Deer Valley Snow Park lot.

Mr. Zicarro stated that they have taken great strides to make sure their hotel guests and employees do not park in the Deer Valley lots. Deer Valley is quick to let them know whenever that happens. Mr. Zicarro noted that during the last winter season they were only informed that one employee parked there twice. However, the hotel cannot control people who come to the restaurant and park there. Mr. Zicarro stated that the parking shown in the preliminary plan is exactly the number of spaces they were required to provide in 2009. He explained that the hotel has evolved even since 2012 and the Planning Staff thought it was important to have an idea of the current parking needs. That was the reason for suggesting another traffic study. Mr. Zicarro noted that the results may be the same or similar to what it was in 2012. He noted that in 2012, on a Saturday during Sundance at the busiest hour, they were at 44% capacity. The parking lots are for hotel guests. Employees park outside the lower Jordanelle gate by Route 40 and they are shuttled to the hotel.

Mr. Zicarro stated that they were willing to do the parking study because they have other “homework” to do over that one year period. The parking study would be presented to the Planning Staff and the Planning Commission if the parking result was different. It would be early enough in the process to modify what they were originally directed to provide in 2009.

Director Erickson thought it was important to keep the parking study as a condition for several reasons. If it does support the position of being over parked they would have fact based analysis to consider when they discuss changing the regulations. Combined with other parking studies coming in from other projects, they will have more than an anecdotal set of evidence. Director Erickson could see trip generation for the hotels changing again from hotel shuttles from Salt Lake City to the Black Car solutions. He was unsure where it would shift again for guests in the next five years. Director Erickson stated that they need

to be planning ahead to 2020 to look at changes in the hotel operations and whether or not it would be over parked.

Chair Strachan asked if the parking study was required by the Settlement Agreement. Mr. Bennett answered yes. Planner Whetstone stated that the proposed language in the condition was requested by the City Engineer.

Commissioner Joyce thought the parking studies ignore the one thing that he and Commissioner Campbell disagree on, which is the effects of having insufficient parking. On the ski area it flows over into the Library and surrounding streets and shopping center, and the burden is on those owners to enforce parking. For the Deer Crest Hotel people park in the Deer Valley parking lot and walk up. He pointed out that the parking study does not take into account the people who park where they are not supposed to be parking.

Director Erickson offered to take his comments to the City Engineer, who would be helping with the scope of the traffic study. He agreed that a peak hour of a peak day during Sundance is a high level of high end destination guests. The Saturday before the Fourth of July could more likely be people from surrounding states who choose to drive. Commissioner Joyce thought the worst scenarios were the local events where everyone drives and they all park in the Deer Valley lot. Director Erickson agreed that they should look at that piece as well. He also agreed that the parking study needs to be done correctly with the correct scopes of work, more off-site focus, and less focus on the peak high-end period and more focus on the marginal times when people bend the rules.

Chair Strachan thought it should be tied to Phase 2, the potential construction of the parking structure. Planner Whetstone replied that it was tied to Phase 2. Chair Strachan was concerned that if the study was not tied earlier than the deadline, it would only have to be completed by the end date. Director Erickson suggested that they tie the total number of parking spaces allowed in Phase 2 to the results of the parking study. He noted that as the approval stands, they are vested under the old ordinance, but they could request to be covered under the new ordinance if they reduce the maximum parking demand.

Chair Strachan was concerned that the parking study would be submitted as part of the application for building of a parking structure. Before reaching that point he would like some analysis that may say they are already over parked. In that case, the applicant should come to the Planning Commission with another CUP which may be in their best interest. It would give them the option of using the UEs to put in condos instead of parking.

Mr. Zicarro stated that in Phase 2 the current plan is to build one level of parking with approximately 35 parking spaces. The total requirement for Phases 2 and 3 are 105 spaces. They currently have approximately 68 spaces. If they submit a parking study that

dictates either more or less parking, the Planning Commission would be able to address the requirements for parking for Phase 3, which at this point with no change is an additional 70 parking spaces.

Commissioner Band understood that they should leave Condition #4 as proposed and revise Condition #3 as previously stated by Commission Joyce.

MOTION: Commissioner Joyce moved to APPROVE the amendments to Conditions # 4 of the Deer Crest Hotel CUP as proposed and to revise the proposed Condition #3 to read:

"The applicant shall submit a complete application and building plans for construction of the Phase 2, parking structure and condominium units at Snow Park South on or prior to December 31, 2017. If plans are not submitted within this date, the prior CUP approval for Snow Park South shall expire and a new Conditional Use Permit application will be required to be reviewed by the Planning Commission prior to submittal of such building plans for the Snow Park Site. A complete building permit application for Phase 3 shall be submitted by December 31st, 2020".

Commissioner Band seconded the motion.

Planner Whetstone clarified that they were eliminating the extension that was in the language that was deleted in Condition #3. Chair Strachan answered yes.

VOTE: The motion passed unanimously.

The Planning Commission adjourned the regular meeting and moved back into Work Session to discuss the Land Management Code. That discussion can be found in the Work Session Minutes dated April 13, 2016.

The Park City Planning Commission Meeting adjourned at 8:45 p.m.

Approved by Planning Commission: _____

PARK CITY PLANNING COMMISSION
WORK SESSION MINUTES
April 13, 2016

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

Bruce Erickson, Ann Laurent, Kirsten Whetstone, Francisco Astorga, Polly Samuels McLean,

WORK SESSION ITEMS

Land Management Code Amendments 2016 Annual Review

Director Erickson stated that the Staff had identified a number of LMC changes that are primarily administrative changes that do not require a lot of discussion. These also include definition issues. The changes would not take much time and the Commissioners should be able to take action quickly.

Director Erickson requested that the Planning Commission review a list of items outlined in the Staff report and agree on which items need minimal discussion moving forward, which ones need moderate discussion, and which ones may require significant discussion. Director Erickson stated that the General Plan settles most of the main issues at the policy level. However, if there are new ones that are significant, the Staff could provide additional data and they could schedule the discussion over several meetings. Director Erickson noted that Ann Laurent, the Community Development Director, has offered to work with the Planning Commission on this endeavor. She would also be directly involved with policy matters.

Community Development Director Laurent reiterated that the goal this evening was to go through how they want to categorize and prioritize their discussions for future meetings. She discouraged the Commissioners from talking about specific items; however, if someone has a specific discussion point, they should express is so it can be included as a future discussion item. Ms. Laurent emphasized the importance of first prioritizing the list to help the Staff move forward on which items to bring back for each meeting.

Director Erickson stated that Ms. Laurent would be bringing forth a full list of items having to do with lighting, energy and housing as her part in helping the Planning Department. Ms. Laurent noted that she would be involved with anything related to building code.

The Planning Commission prioritized the list outlined on page 58 of the Staff report. Commissioner Joyce remarked that in addition to deciding the importance of the item, they also needed to consider the amount of work discussion it would take at each meeting.

1. Appeals process for extensions of HDDR and CUP approvals for consistency with Chapter 1 and throughout the Code.

The Commissioners considered this a minimum discussion item.

2. Standards for expiration of inactive or stayed applications (Chapter 1).

The Commissioners thought this item needed a higher level of discussion. Chair Strachan thought this item was important, but he thought the actual work of fixing the Code sections would not take long.

Director Erickson stated that over the course of the past few years the Staff has delayed talking about the State mandated code changes. He believed they would redline those changes and bring them back to the Planning Commission as quickly as possible for compliance with State law.

3. Standards for application revisions and requirements for submittal of new application when changes are substantial (Chapter 1).

Planner Whetstone thought they needed to clarify what would be considered "substantial" because that is currently not addressed in the LMC.

4. Clarify General Plan analysis standard of review for Conditional Use Permits and other types of applications (Chapter 1).

Chair Strachan believed this was a policy issue. Director Erickson thought it was more of a legal issue than policy. Assistant City Attorney McLean thought it was mischaracterized as written. She explained that the LMC should not be separate from the General Plan. For example, currently there is a requirement that there be a finding that it complies with the General Plan. If they move forward and make the LMC reflect what they want it to, they should be referencing the General Plan in the LMC. Ms. McLean stated that the General Plan should be the more policy related items. The Commissioners agreed. Chair Strachan pointed out that there are many things that meet the LMC do not meet the General Plan.

Commissioner Band thought the State Ombudsman was clear when he said that it is not legally defensible and that they should not be referencing the LMC and the General Plan at all. It is more of a Best Practices and visionary statement, but not policy.

Stated that he would draft specific language to address the issue.

5. Review Allowed and Conditional Uses in all Districts for consistency and for consideration of other uses (Agricultural Uses, Accessory Apartments, Portable

Storage Units, Resort Accessory Uses, Resort Summer Uses, Essential Municipal Uses, Temporary Improvements, Tents, Special Events) (Chapter 2).

The Commissioner agreed that this was a minimal discussion item.

6. Clarify Steep Slope CUP and setback applicability (regarding vertical plane) (Chapter 2).

Director Erickson stated that steep slope designation setback are on flat ground and the Staff would like to put them on a vertical plane similar to all other setbacks.

This was a definition change and the Commissioners thought it was important.

7. Allow common wall development with Party Wall Agreement for all Districts, as in R-1 (Chapter 2).

Planner Whetstone noted that this was a way to allow units to be individually sold without a condominium plat. Commissioner Band thought they should definitely allow this. Planner Whetstone stated that they would also have the Legal Department review the language.

8. Exception for ten foot horizontal step back for historic structures in HRL, HR-1, HR-2 and RC District as legal non-complying structures (Chapter 2).

Planner Whetstone stated that a historic structure is considered a legal non-complying structure for heights, setbacks, etc., but not for the ten-foot setback. They would not expect the historic structure to go 23 feet up and then create a ten-foot step.

Director Erickson did not believe there were any General Plan implications in making this change.

9. Consistent requirements for screening of mechanical equipment in GC and LI District (Chapter 2).

Director Erickson noted that his change would add language in the LMC that would require developers to identify the location of equipment as well as screening. Chair Strachan thought they needed to be more specific about screening in terms of how it looks.

10. Parking and driveway regulations regarding maximum driveway grades; parking areas for vehicles, boats and trailers; maximum parking standards; parking in

Historic District standards consistent with Parking Chapter (Chapter 3).

Director Erickson stated that this was a bad section of the Code for a number of reasons. He noted that some driveways are twice as steep as the City streets and it allows building to be pushed higher and deeper on a steep slope lot. This proposed changed would bring it back down to what can be seen in the foothills of Salt Lake.

Chair Strachan did not believe this would take a lot of Staff and Planning Commission time, but he thought they would get a lot of pushback. The Commissioners listed this as a moderate discussion item. Commissioner Campbell was concerned that half of the remaining lots in Park City would be unbuildable if they made this change.

Director Erickson added that particular concern to the discussion list.

11. Align Special Events regulations with recent Municipal Code changes (Special Events, Temporary Structures and Tents, Outdoor Events, etc. in all Districts (Chapter 2) and in Chapter 4.

Director Erickson remarked that this change would bring the LMC into alignment with the Municipal Code regarding tents, Sundance, large parties, temporary structures, etc.

Chair Strachan was uncomfortable making a decision without knowing what exactly would change. Director Erickson explained that someone could question on what authority special events regulate Sundance with a master festival license when it is not addressed in the LMC. He stated that it would simply the Code and identify Tier 1, 2, 3 and 4 events based on number of people expected. They could also add for City services. Director Erickson stated that the intent is to deregulate a personal wedding, and do a better job of regulating longer term tenants at Stein's, St. Regis, and Park City performances. They would also look at the larger event regulations to make sure it is consistent with the Master Festival Licenses.

Chair Strachan asked if the language would mirror the Municipal Code. Director Erickson replied that it would mirror the intent but it would be written a little different.

This was identified as a moderate discussion item.

12. Portable Storage Unit and Group Mail Box regulations (Chapters 2 and 4).

The Commissioners were in favor but Commissioner Band thought the community might have issues.

13. Landscape review standards for water conservation and energy efficiency, prohibit synthetic mulches (Chapter 5).

Planner Whetstone noted that this change was due to an issue that came up over rubber mulch. However, synthetic mulches was a small part of the proposed change. The rest relates to methods of water conservation and energy efficiency.

Ms. Laurent thought these were standalone issues and she was not comfortable tying it all together. The Commissioners agreed. The items were split into 13a, which was water conservation and energy efficiency, and 13b was synthetic mulches. The Commissioners agreed that 13b was a minimum discussion and 13a would require more discussion.

Ms. Laurent explained that the Environmental Group will be evaluating the General Plan and do an analysis on what items in the General Plan have the biggest impacts to make the biggest gains on the goals. She stated that they could spend a lot of time dezoning some part of the neighborhoods, but they first need to understand the impacts. She wanted to be able to present the Planning Commission with analytical data on energy related conservation measures and associated impacts.

Commissioner Joyce remarked that his frustration is that the City takes measures to conserve energy but they have not done anything to help anyone else in the community. Ms. Laurent noted that the City Council recently split the goals into municipal goals and community goals. This would be the first step in how to meet a community goal. Commissioner Joyce stated that another frustration is that the City studies everything but then does nothing. He will continue to nag on the low hanging fruit that could be done right away. Unless something happens quickly on major items such as housing and energy, he would not be voting to just sick back and wait for studies. Ms. Laurent preferred to call it an analysis as opposed to a study. The idea is that when something is controversial they will have the data point of what the impact would actually be.

14. Lighting standards for energy efficiency (Chapters 3 and 5).
15. Codify requirements for Net Zero Buildings and other energy efficiencies (Chapters 5 and 6).

Director Erickson stated that items 14 and 15 could go into the policy discussion with one exception. He would like to be able to deal with glare as a separate issue. Planner Whetstone replied that color was also a separate issue because glare and color relate to the LED.

Director Erickson requested that glare be singled out as moderate discussion. Commissioner Phillips agreed that glare would require significant discussion because it is a problem in several areas.

The Commissioners agreed that glare should be listed as a moderate discussion item. Commissioner Campbell noted that if they intend to spend a lot of time in discussion the Planning Commission would have to be educated on lighting measurements, etc. He thought this item could be subjective and very controversial. Chair Strachan pointed out that the Staff would do the analysis and that should reduce the amount of time the Planning Commission would have to spend in discussion.

Ms. Laurent suggested that they should leave it in moderate.

16. Barrel roofs as a permitted roof form (Chapter 5) and codify how height is measured (Chapter 2).

Commissioner Band explained that a barrel roof is like half of a circle. Director Erickson noted that they allow height exceptions for roof pitch, but they do not found a way of measuring the pitch of a curved roof.

The Commissioners agreed that this item would require significant discussion.

17. Unit Equivalent requirements in Master Planned Developments (Chapter 6) and for various Public Uses (in ROS and CT Districts).

Director Erickson believed the discussion would be significant for this item. The Planning Commission agreed.

18. Master Planned Development requirements (Ski Lockers, Soils Ordinance, Mine Sites, Support Commercial and Meeting Space, and Back of House Uses) (Chapter 6).

There was agreement to list this item as significant discussion. Director Erickson noted that currently they only require the identification of mine hazard site. As in the case of PCMR, they did not have to identify all mine sites; only mine hazard sites. It was simply a matter of changing the wording and Director Erickson thought mine sites could be pulled out and listed as minimum discussion.

19. Expand Annexation Expansion Boundary to include City Owned property to the North and East of current City Limits (Chapter 8).

Planner Whetstone noted that this item was direction from the General Plan to look at where they might expand and annex in.

Chair Strachan remarked that every annexation he has seen is a large piece of land with

significant sprawl. In his opinion, annexation should be limited to 100% for affordable housing or for open space. He pointed out that Park City Heights has some affordable housing but it was not entirely affordable housing.

Planner Whetstone stated that another part of this is the criteria for allowing expansion. Ms. Laurent noted that annexation criteria would be included as part of the discussion.

20. Definitions in Chapter 15 (agriculture, back of house uses, barrel roof, billboard, portable storage units (PODs), intensive office, setback and steep slope area vertical planes, publicly accessible, and others).

Director Erickson placed this as a moderate discussion item so the Planning Commission could decide whether chickens should be allowed in the Historic District or the Single Family zones.

Chair Strachan believed some of the categories listed in Item 20 would require significant discussion. Director Erickson noted that some of the things were repeats of other items, and this was primarily for definitions. Ms. Laurent questioned whether they should be handling definitions as it relates to other items. Planner Whetstone thought they should if it relates to what is being changed. Ms. Laurent stated that in addition to bringing back the State mandated code changes they would also bring back the sub-standard definitions.

21. Clarification of Planning Director approval of "diminimus adjustments."

Chair Strachan remarked that they currently enjoy a good Planning Director; however, there have been times when a Planning Director abused the diminimus adjustment loophole. He thought this item was worthy of a moderate discussion. The Commissioners concurred.

Ms. Laurent wanted to use the remaining time to go through the list of items prepared by Commissioner Band, Commissioner Joyce, and Commissioner Strachan. She asked the Commissioners to identify which ones were priorities. Commissioner Band stated that her list was more general than specific. Chair Strachan stated that his list was not ready to be discussed.

Commissioner Joyce stated that the difference between the Staff's list that they just reviewed and his list, is that is items were more along the lines of driving the City through the Code. It changes things. He thought the list they just went through were more administrative. They need definitions and they need to change language for consistency. Even the more significant ones were still insignificant. Commissioner Joyce was concerned that when all this has been done, they will have made administrative changes but they would not have changed the energy policy or pollution or housing.

Director Erickson explained the strategy they were asking the Planning Commission to put forward. He stated that if they could clean up some of the administration fights they have every day, it would give the Staff more time to focus on the major issues and the big policy decisions. He had reviewed Commissioner Joyce's list and many of the items fit it with what they plan to do. One fit in with Ms. Laurent's energy policy, one fit in with the General Plan first and the LMC second. His item regarding fireplace restrictions is already in the development agreements for Empire and Deer Valley. Director Erickson stated that at the next meeting they will incorporate some of the items into the other calculations.

Ms. Laurent noted that fireplaces is an item that the analysis will address for both gas and burning fireplaces and talk about the impacts. She stated that if the Planning Commission wanted to address fireplace restrictions on principle, they should add it to the list. Or they could address it as part of energy and how to approach the LMC from a carbon reduction perspective.

Commissioner Band thought this was the low hanging fruit that Commissioner Joyce mentioned earlier. She did not believe they needed a study to tell them that wood burning fireplaces are bad. Other cities and municipalities are already enacting laws to restrict them and Park City could do the same.

Ms. Laurent suggested that they add wood burning fireplaces under the significant column.

Director Erickson remarked that Commissioner Joyce had done a great job preparing his list and going through the General Plan. They had two options to address his list. They could either filter it out the same they did with the Staff list, or they could put numbers on them and come back at the next meeting and do a quick filter at that point. He noted that Commissioner Joyce had 20 items on his list.

Ms. Laurent believed that some of the items on Commissioner Joyce's list were already covered tonight with the Staff list. She thought his idea of energy tax was probably not a LMC discussion. Commissioner Joyce clarified that tax was probably not the right word. His intent was to actually imply a program that would include non-profit, prohibitions, fees, alternatives with renewable energy, and many other things that could be part of the energy discussion as well as the LMC. Commissioner Joyce stated that his main concern was that they would wait for all of the energy studies to be completed before they even look at making changes. He suggested that members from the Planning Commission could be part of the energy discussions because at this point they are not contributing at all. Commissioner Joyce understood that the Planning Commission could not set a tax, but there were other things they could be doing.

Ms. Laurent stated that the three critical goals are energy, transportation and housing. She

asked if it made sense to have brainstorming work sessions around those three goals. Planner Whetstone asked if Ms. Laurent was suggesting that their discussion focus on the LMC or if she was talking about general discussion. Ms. Laurent replied that the purview of the Planning Commission would be the LMC. However, the Planning Commission could still make recommendations to the City Council on other policy issues they would like the Council to consider. Ms. Laurent clarified that the ultimate goal at the end of these work session is to recommend changes to the LMC that better supports the Staff and better supports the City's goals.

Commissioner Joyce explained how he compiled his list and his purpose for going through the General Plan. His concern was that a lot of time and effort went into writing the General Plan, but not all of the issues were resolved and there are notes indicating that those issues should be revisited. Some of the issues are big and interesting. For example, one issue was whether or not to set a maximum house size in some districts. Ms. Laurent noted that they could add maximum house size as an item for discussion. Commissioner Band stated that house size also relates to energy.

Commissioner Band stated that TDR is a major issue that needs to be looked at, but no one is currently using it and she personally thought it should be a low priority item. However, she thought Back of House should be a higher priority because Vail is already at the table with their parking lots and Deer Valley will be coming in soon.

Ms. Laurent suggested that they add everything on the list as moderate and significant, as well as the three critical issues as it relates to the General Plan. They could have a discussion on all of those items and then go through the same process after that to determine priority.

Commissioner Joyce pointed out that when they went through the Staff list this evening, they categorized based on how much discussion each item would require, but they did not sort the items by importance. He thought there were some items listed as moderate that may not be a priority versus other items that relate to the three main goals. Ms. Laurent pointed out that Items 13a, 14, and 15 were goal based. Chair Strachan believed the problem is that everything was too broad. For example, screening could be a housing or an energy issue. He believed every item on the list could be categorized under energy or transportation. Ms. Laurent agreed, but she was not confident that they had captured everything in the General Plan that could be Land Management Code. She thought the discussions might flush out the missing items or give them confidence that the list is complete. The suggestion was made to have another work session to prioritize. Chair Strachan pointed out that Commissioner Joyce would not be at the next meeting.

Ms. Laurent suggested that they use the next meeting that Steve is present to prioritize. As part of that she would share the matrix of all the different things in the LMC and they

could decide how they want to tackle getting the confidence that they capture everything.

Director Erickson stated that his preference is to take LMC changes to the City Council about every two weeks, depending on the Staff workload and the significance of the issue.

Director Erickson reported that when he sent out the housing report for the Blue Ribbon Commission and the EPS, he put in the email that this meeting would be held tonight to take their input and to deliver the input to the City Council at the joint meeting on April 28th. He stated that apparently he was not clear in his email and he would send it out again tomorrow. Director Erickson noted that the City Council specially asked for input from the Planning Commission on what the Blue Ribbon Housing Committee reported.

The Planning Commission was reminded of the joint meeting with the City Council on April 28th.

The Work Session was adjourned.

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
MAY 11, 2016

COMMISSIONERS IN ATTENDANCE:

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

EX OFFICIO:

Planning Director, Bruce Erickson; Francisco Astorga, Planner; Tricia Lake, Assistant City Attorney

==========

REGULAR MEETING

ROLL CALL

Chair Strachan called the meeting to order at 5:30 p.m. and noted that all Commissioners were present except Commissioner Joyce who was excused.

ADOPTION OF MINUTES

April 27, 2016

MOTION: Commissioner Band moved to APPROVE the minutes of April 27, 2016 as written. Commissioner Thimm seconded the motion.

VOTE: The motion passed unanimously.

PUBLIC INPUT
There were no comments.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Planning Director Bruce Erickson introduced Assistant City Attorney Tricia Lake, who was sitting in for Assistant City Attorney McLean this evening.

Planning Director Erickson reported on issues regarding transportation planning. He noted that the Transportation Department has been talking to the Rotary, the Chamber, the HCPA and others. They are going before the City Council and will probably come to the Planning Commission in a few weeks with a report on the transportation plan, and the Capital Improvement Plan to accomplish those. The Staff was moving forward on

incorporating the plan into the LMC as an item in the moderate category. Director Erickson clarified that the Planning Commission would have the opportunity to provide a recommendation because it is Capital Budget as well as policy changes for Transportation Demand Management.

Commissioner Phillips disclosed that he worked on the house at 220 King Road and knows the owners, but he did not believe it would affect his decision on the item when it comes before the Planning Commission. He noted that the item was being continued to the next meeting.

Commissioner Phillips disclosed that he has worked on small jobs for Mark Fischer in the past. He was not currently involved with Mr. Fischer and had no plans to work with him in the future. Commissioner Phillips did not believe his working relationship with Mr. Fischer would impact his decision on the Bonanza Park item on the agenda.

Commissioner Phillips disclosed that he has an office in the Bonanza area.

CONTINUATIONS - (public hearing and continue to date specified)

1. 220 King Road, Second Amended Lot 2, Phase 1 Treasure Hill Subdivision – Plat Amendment requesting two (2) lots from one (1) lot of record.
(Application PL-16-03098)

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

MOTION: Commissioner Band moved to CONTINUE 220 King Road, Second Amended Lot 2, Phase I Treasure Hill Subdivision plat amendment to May 25th. Commissioner Phillips seconded the motion.

VOTE: The motion passed unanimously.

2. Land Management Code (LMC) amendments- Various administrative and substantive amendments to the Park City Development Code. Chapter 1- regarding procedures, appeals, extensions, noticing, stayed and continued applications, revised applications, and standards of review (for Conditional Use Permits, plats, and other applications); Chapter 2- common wall development process (in HR-1, HR-2, HCB, PUT and CT Districts), exceptions to building height (horizontal step and overall height) for Historic Sites, and consistent language regarding screening of mechanical equipment (GC, LI, and other Districts); Chapter 5- landscape mulch and lighting requirements reducing glare; Chapters 2 and 5-

add specifications for height of barrel roofs; Chapter 6- include information about mine sites in MPD applications; Chapter 11- historic preservation procedures; Chapter 15- definitions for barrel roof, billboard, intensive office, recreation facility, publicly accessible, and PODs; and other minor administrative corrections for consistency and clarity between Chapters and compliance with the State Code. (Application PL-16-03115)

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

MOTION: Commissioner Thimm moved to CONTINUE the LMC Code Amendments to May 25, 2016. Commissioner Band seconded the motion.

VOTE: The motion passed unanimously.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

1. 844 Empire Avenue – Plat Amendment creating one (1) lot of record from the lot and portions of Lots at 844 Empire Avenue (Application PL-15-03034)

Planner Francisco Astorga introduced Tom Goff, the applicant representative.

Planner Astorga reported that the Planning Commission reviewed the request for a plat amendment at 844 Empire Avenue on March 23rd. At that time it was continued to a future date to allow the Staff and the applicant to address a number of concerns. City Engineer Matt Cassel was present to answer questions.

The Staff recommended that the Planning Commission conduct a public hearing and forward a positive recommendation to the City Council for this plat amendment based on the findings of fact, conclusions of law and conditions of approval found in the draft ordinance.

Planner Astorga stated that the outstanding items that were addressed in March related to the road dedication, the building footprint, and the intersection redesign and improvements as outlined on pages 44 and 45 of the Staff report.

Planner Astorga reported that the Planning Staff worked closely with the City Engineer and the Legal Department regarding specific Utah Transportation Code language as cited on page 44 of the Staff report. The language indicates that the roadway is dedicated and abandoned to the use of the public when it has continuously been used as a public

thoroughfare for a period of ten years. The City has evidence indicating that Crescent Tram has been used for longer than ten years. Therefore, per the LMC subdivision regulations outlined on page 45, "Land reserved for any road purposes may not be counted in satisfying yard or area requirements contained in the Land Management Code."

Planner Astorga stated that the property owner owns 932 square feet of the Crescent Tram right-of-way. Therefore, the lot area changes should that be dedicated and officially formalized to the City. The issue is that once the 932 square feet is removed, it further reduces the building footprint.

Planner Astorga remarked that the next point outlined on the page 45 of the Staff report is that the LMC simply indicates that the maximum building footprint is a function of the lot area. He explained that if that 932 square feet is formalized and dedicated to the City as part of the public thoroughfare, they would not be able to count that square footage in the building footprint. Planner Astorga pointed out that the Code does not provide another option.

Planner Astorga stated that the last item for discussion was the intersection redesign improvements. He explained that the intersection as it currently exists works for moving traffic up and down Crescent Tram. The problem is that the City Engineer is not able to grant the property owner access off Crescent Tram. The only vehicular access that the City Engineer is able to grant is either through Empire or unbuilt platted 9th Street. Planner Astorga stated that it would be more difficult for the property owner to gain access off of 9th; however, it is not impossible. The most logical place to put a driveway would be off Empire. If that is the case, that intersection would have to be redesigned to accommodate the driveway for the future remodel/improvement of 844 Empire Avenue. For that reason, the property owner would have the burden of paying the entire cost of the intersection redesign.

Planner Astorga stated that if the applicant indicates that they no longer want to have any type of vehicle access, that would be acceptable to the City. Because the site is deemed historic and a valid compliant structure, on-site parking is not required for a single-family dwelling.

Tom Goff, representing the applicant, stated that the City Engineer was requiring that they come in off of Empire. Mr. Goff noted that recent improvements with the hydrant and other water utility improvements on the 9th Street side have made it almost impossible to access off of Empire without having to move the hydrant. If they dedicate the land and lose the square footage in the house, they would no longer own the land but were still required to pay for the improvements that were done by the City previous to this application. Mr. Goff

stated that the applicant would like the City to either pay for the improvements or at least contribute towards the cost.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

Commissioner Thimm recalled a number of questions that were raised at the March meeting regarding the land, the roadway and what happens when it becomes dedicated. He felt those questions had been addressed in the Staff report. Commissioner Thimm had questions with regards to improvements, the fire hydrant and limited access. He asked if there was a precedent in terms of establishing who is responsible for City property such as a fire hydrant.

City Engineer Matt Cassel explained that the applicant was being requested to redo the intersection because there is not a lot of space. Space was kept available for future stairs, but at this time it does not appear that the stairs will ever go in and the City is considering allowing the applicant to use that space. Mr. Cassel stated that the City does not usually participate in a private driveway being tied into the road when road modifications are necessary to make it work. He noted that fire hydrants are located where they are best utilized and per State requirements. If a hydrant needs to be moved because of driveways, retaining walls or other needs of the homeowner, it is their responsibility to move that hydrant.

Commissioner Thimm clarified that there was precedent within the City for the applicant to have that responsibility. Mr. Cassel answered yes, the City does not participate in those types of modifications.

Commissioner Suesser referred to the comment about the stairs never going in and asked if that has definitely been determined. Mr. Cassel stated that since the time he came to Park City in 2008 they have tried to maintain a corridor to put stairs in the 9th Street right-of-way from Norfolk to Empire and continuing up from there. At one time it was considered as part of the Walkability Plan but it has since been taken out. He did not believe the stairs would ever go in because so many other utilities have been located in that corridor and there is not enough room for the stairs without moving those utilities at great expense.

Commissioner Suesser asked if it was possible for the owner to access the property. Mr. Cassel stated that the City actually sees the access off Empire, but the owner can also use

three or four feet of space on 9th Street beyond where the lot line ends to put in the driveway.

Planner Astorga explained that if the applicant chose to go through 9th Avenue for a private driveway, it would be subject to a conditional use permit to be reviewed by the Planning Commission.

Commissioner Suesser asked if it would interfere with possibility of putting in the stairs in the future. Mr. Cassel replied that if the driveway went in on 9th Street, the owner would have to sign an encroachment stating that if City facilities would go in at any time in the future, the owner would have to move the driveway at his expense.

Chair Strachan understood that there would not be an issue if the applicant was to build within the entitled setbacks and not build a driveway. Mr. Cassel replied that he was correct.

Commissioner Band asked if this application was pending when the improvements were done on Empire. Planner Astorga answered no. This application was submitted in December. Mr. Cassel pointed out that Empire was completed three years ago.

Commissioner Campbell believed that most of his concerns from the last meeting had been addressed, and he understood that the road was being dedicated. Commissioner Campbell noted that the City was taking land from the left-side of the property and the City owns property on the right. He thought it would be fair for the City to give the applicant some of its property on the right since they were taking away some of his property on the left. Commissioner Campbell assumed it was not a precedent that the City was interested in establishing. He was interested in knowing how the road has cut across this property and how long it has been there.

Commissioner Band assumed that the original property would have been compensated for the road. Mr. Cassel stated that 803 Norfolk was looking to move forward. That property owner has indicated that in 1974 they went out of town and when they came back the City was putting in a road. Mr. Cassel remarked that after ten years it becomes a prescriptive right, and based on State Code it is no longer private land even though the owner still pays the taxes. Mr. Cassel explained that this was a formal dedication of something that actually occurred a long time ago without anything in writing. He pointed out that the unfortunate situation is that the owner has been paying taxes on a community piece of property for almost 30 years.

Mr. Cassel stated that if the Planning Commission was interested in Commissioner Campbell's suggestion for the City to give back some of the land on the right, they could go

through a vacation process and see whether the City Council would entertain that idea. He noted that the City Council consistently expects to see some benefit to the community. If the trade is one acre for one acre he did not believe it would be considered. Mr. Cassel pointed out that it would not be a fair trade because the community already has use of the road.

Commissioner Campbell stated that if he was the owner he would be more concerned with the idea that he could put in a driveway and build a garage and at some point the City could shut down his access. In his opinion, that would be worse than paying to move the fire hydrant. Mr. Cassel stated that the encroachment agreement leads them down that road, but it could possibly be negotiated if the Commissioners thought the City should give more leeway. Commissioner Campbell understood the reasoning from the standpoint of the City and the need to access public utilities, etc. However, his concern was the possibility of an owner spending money to build a garage that might eventually become inaccessible. He would like the City to consider some type of negotiation where the City could give some land to ensure that the applicant could build a driveway that could not be rendered unusable. Mr. Cassel reiterated that the Planning Commission could make that a condition of approval in their recommendation, but it was a City Council decision. At this point he needed to follow through on the encroachment agreement. Only the City Council can waive certain sections of that agreement.

Commissioner Suesser liked the idea of negotiating for the City to pick up the cost of moving the fire hydrant. She preferred to restrict the driveway access off Empire and not permit access from 9th because they should not further impede the City right-of-way. Commissioner Suesser would like to see the walkability ideas further implemented in Old Town. She recommended removing that language from the condition.

Chair Strachan clarified that Commissioner Suesser was referring to Condition of Approval #5, and that her suggestion was to strike the portion allowing the owner to put in drive access on platted but unbuilt 9th Street. Commissioner Suesser replied that he was correct.

Commissioner Band understood that the applicant would not need the 9th Street access if they have access off Empire. She believed that Empire was the ideal solution; however, it would be quite expensive to move the improvements.

Director Erickson remarked that the comments regarding the fire hydrant and other issues were appropriate. Their comments would be reflected in the Minutes of this meeting and would be delivered to the City Council. He did not believe the Planning Commission has authority under the LMC to make that request as a condition of approval.

Commissioner Band supported the idea of the City participating in the cost of moving the hydrant to accommodate access on Empire Avenue.

Commissioner Thimm asked for the width of the yet to be improved right-of-way for 9th Street. Mr. Cassel replied that it was 30 feet.

Commissioner Suesser asked Planner Astorga to point to the location of the fire hydrant. Marshall King with Alliance Engineering, who had prepared the survey, indicated the approximate location.

Commissioner Campbell understood that there was a minimum required distance from an intersection to a driveway. He noted that once on to Empire, in order to meet the required distance from the legal intersection for the driveway they would already be off of their property. Mr. Cassel explained that it was one reason for allowing the owner to use part of 9th Street. Since it is at the corner, half of the driveway would be on 9th Street and the other part would be in front of their property on Empire. The three or four feet on 9th Street will help shift the driveway to help achieve the separation from the intersection. Mr. Cassel stated that the separation from the intersection is 10 feet drive to drive and a little more to offset from an intersection. He pointed out that it would still be much safer than accessing off of Crescent Tram.

Commissioner Phillips agreed with Commissioner Suesser. He thought the Staff report was well done and addressed the issues from the last meeting. Commissioner Phillips stated that aside from this project, he thought the Planning Commission needed to have a discussion on building footprints that do not max out on property lot lines. Had they found a way to give the applicant additional square footage, he would have argued that it was important to have articulation around the side of the building. Recognizing that it did not apply at this point it was not an issue for this application.

Commissioner Thimm agreed with Commissioner Campbell with respect to the value of land and the option of looking at the cost of the hydrant as issues for the City Council to consider.

Chair Strachan stated that any property along Crescent Tram is a difficult piece of property, and this one might be the most difficult. He understood that the applicant was between a “rock and a hard place”, but so was the Planning Commission against the Land Management Code. Chair Strachan noted that the applicant still had a 3400+ footprint which should result in substantial living space. He believed the owner had the opportunity to negotiate with the City Council and the Staff on how to approach access off of Empire. Chair Strachan would like for the Planning Commission to have more say and for the

fairness scale to be more balanced; but they are bound by the Land Management Code and their purview is clear.

Commissioner Phillips asked if the building application would come back to the Planning Commission as a CUP. Planner Astorga replied that the Planning Department has entertained a few HDDR pre-applications. A formal Historic District Design Review has not been submitted. He did not believe this project would require a Steep Slope Conditional Use Permit; however, it would depend on the extent of the remodel and how much area outside of the existing footprint would be amended. If they choose to go through 9th Street a recommendation from the City Engineer, that would be a conditional use permit. At this point Planner Astorga did not believe it would come back to the Planning Commission.

MOTION: Commissioner Thimm moved to forward a POSITIVE recommendation to the City Council for the plat amendment for the parcel located at 844 Empire Avenue based on the Findings of Fact, Conclusions of Law and Conditions of Approval as found in the draft ordinance. Commissioner Campbell seconded the motion.

VOTE: The motion passed 4-1. Commissioner Suesser voted against the motion.

Findings of Fact – 844 Empire Avenue

1. The property is located at 844 Empire Avenue.

2. The property is in the Historic Residential-1 (HR-1) District.

3. The subject property consists of all of Lot 12, most of Lot 13, and a portion of Lot 14, Block 14, Snyder's Addition to the Park City Survey.

4. The site is listed on Park City's Historic Building Inventory as a significant site.

5. The proposed Plat Amendment creates one (1) lot of record from the existing three (3) parcels, one (1) full lot and two (2) partial lots consisting of a total of 4,174 square feet.

6. A portion of the property is encumbered by the Crescent Tram Road which has been used since the late 1800s and was paved in the early 1970s.

7. The City requests that the property owner formalize the dedication to the City that portion of the Crescent Tram prescriptive easement area that is on subject property. This area consists of 932 square feet.

8. The proposed lot would be 3,242 square feet.

9. A single-family dwelling is an allowed use in the District.

10. The minimum lot area for a single-family dwelling is 1,875 square feet.

11. The proposed lot meets the minimum lot area for a single-family dwelling.

12. The minimum lot width allowed in the District is twenty-five feet (25').

13. The proposed lot is approximately thirty one feet (31') wide.

14. The proposed lot meets the minimum lot width requirement.

15. Per LMC § 15-4-17 the Planning Director has determined the following setbacks:
    a. From 9th Street, platted un-built ROW, front yard, ten feet (10') minimum. This is the historic front of the structure.
    b. From Empire Avenue, front yard, ten feet (10') minimum.
    c. From Crescent Tram, front yard, ten feet (10') minimum.
    d. From the south neighbor, rear yard, ten feet (10') minimum. This side is opposite of the historic front of the house.
    e. From the east neighboring property, side yard, five feet (5') minimum.

16. The existing historic structure does not meet the minimum setbacks along the north side, platted un-built 9th Street ROW, as the structure was built on the property line.

17. The existing historic structure does not meet the minimum setbacks along the shared property line with the neighboring site on the south as it is approximately eight and a half feet (8.5').

18. The existing historic structure does not meet minimum setbacks along the Crescent Tram ROW dedication as it is approximately five feet (5') from the new property line after the dedication.

19. LMC § 15-2.2-4 indicates that historic structures that do not comply with building setbacks are valid complying structures; however, additions must comply with building setbacks.

20. The concrete retaining wall encroaches across the north property line over the 9th Street ROW.

21.The proposed lot area consisting of 3,242 square feet yields a maximum Building Footprint of 3,151.0 square feet.

22.LMC § 15-7.3-4(I)(2) Widening and Realigning of Existing Roads indicates that where a subdivision borders an existing narrow road for realignment or widening, the Applicant shall be required to improve and dedicate at his expense such Areas for widening or realignment of such roads.

23.LMC § 15-7.3-4(I)(2) indicates that land reserved for any road purposes may not be counted in satisfying yard or Area requirements contained in the Land Management Code.

24.Utah Code, Transportation Code, Right-Of-Way Act § 72-5-104 declares that a highway (street or road, not including an area principally used as a parking lot) is dedicated and abandoned to the use of the public when it has been continuously used as a public thoroughfare for a period of ten (10) years.

25.Crescent Tram has continuously been used as a public thoroughfare for much longer that the required ten (10) years.

26.LMC § 15-2.2-3(D) indicates that the maximum Building Footprint is calculated according the following formula for Building Footprint: MAXIMUM FP = (A/2) x 0.9A/1875, where FP = maximum Building Footprint and A= Lot Area.

27.The proposed lot area shown on the attached requested Plat Amendment displays that the proposed lot is to contain 3,242 square feet, which would yield a maximum Building Footprint of 1,351.0 square feet.

28.In order to provide a future vehicular access to 844 Empire Avenue, the City Engineer has indicated that the existing intersection at Empire Avenue and Crescent Tram needs to be re-designed and improved.

29.The current site does not have vehicular access.

30.The future vehicle access is for the sole benefit of 844 Empire Avenue.

31. All of the costs associated of the re-design and improvements are the burden of the property owner.

32.The intersection currently works as-built, without vehicular access to 844 Empire

Avenue.

33. The City Engineer has indicated that a vehicular access can only be accommodated off Empire Avenue or through platted un-built 9th Street.

34.The City Engineer is not willing to support vehicular access directly off Crescent Tram.

35.The City's Historic Site Inventory designated the site in the significant category.

36.Historic Structures that do not comply with Off-Street parking and driveway location standards are valid Complying Structures.

37.Additions to Historic Structures are exempt from Off-Street parking requirements provided the addition does not create a Lockout Unit or an Accessory Apartment.

38.There is good cause for this Plat Amendment as the lot line going through a historic structure will be removed, 932 square feet will be dedicated to the City for the Crescent Tram road for public use, the requested Plat Amendment will not cause undo harm to adjacent property owners, and all requirements of the Land Management Code can be met.

39.The proposed lot area of 3,242 square feet is a compatible lot combination as the entire Historic Residential-1 District has abundant sites with these approximate dimensions in this neighborhood.

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

Conclusions of Law – 844 Empire Avenue

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

Conditions of Approval – 844 Empire Avenue

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.

2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. A ten foot (10') wide public snow storage easement will be required along the Empire Avenue front of the property.

4. Fire sprinklers shall be required for all new construction or substantial renovations, as determined by the Park City Building Department during building permit review.

5. Drive access to the site shall be from Empire Avenue or through platted un-built 9th Street in a location approved by the City Engineer.

6. The concrete retaining wall built over the north property line shall be resolved prior plat recordation. The applicant bears the burden of proper approvals for the retaining wall, which may include an encroachment agreement with the City through the City Engineer's office, or relocation/removal of the retaining wall, subject to compliance with applicable Design Guidelines for Historic Sites through a Historic District Design Review application.

2. 1401 & 1415 Kearns Blvd., 1415, 1635, 1665, 1685, & 1705 Bonanza Dr., 1420 & 1490 W Munchkin Rd., – Bonanza Park East Master Planned Development (MPD) Pre-Application determination in the General Commercial (GC) District. Project consists of a mixed-use development containing commercial space on the first floor and office or residential uses on the upper levels. Project includes surface parking and one level of underground parking. (Application PL-15-02997)

Planner Astorga reported that the City received an application for the Bonanza Park North East Master Planned Development Pre-application determination in the General Commercial District and listed as various sites as shown on page 65 of the Staff report. The eight parcels and lots are in the form of three separate LLCs, all controlled by Mark Fischer.

Planner Astorga reviewed the site plan on page 102 of the Staff report to orient the Commissioners to the exact sites that are part of the Master Planned Development. The sites are the Maverick Gas Station, the Park City Clinic, the Skis on the Run, Switchback Sports, the Old Miners Service Car Wash, Anayas Market, the Storage Units that are accessed of off Munchkin, Silver King Coffee, and the Kimball Arts Center.

Planner Astorga stated that the master plan has a total square footage of 281,490 square feet. The square footage it broken up into residential space which is approximately 39%, office at 22% and commercial retail at 18%. A hotel is also proposed at approximately 20% of the 281,490 square feet. He noted that the breakdown of the different buildings and uses was found on page 66 of the Staff report outlining the footprint, number of stories, setbacks and other information.

Planner Astorga stated that the LMC requires that any MPD must go through the pre-application process where the Planning Commission reviews the pre-MPD and determines compliance with the General Plan and the specific zoning district before the applicant moves forward with the full MPD. Planner Astorga explained that per the LMC the preliminary review should focus on the General Plan and the public should have the opportunity to comment on the preliminary concepts so the applicant can address the concerns.

Planner Astorga remarked that if for some reason the Planning Commission cannot find compliance with the General Plan and the zoning district, the applicant has the ability to modify their application or they can move forward and submit specific applications to amend the Zoning Code and the General Plan. Planner Astorga stated that it was a standard procedure allowed by the City; however it does not occur often.

Planner Astorga noted that the applicant was prepared with a presentation this evening. Following the presentation and public hearing, he requested that the Planning Commission discuss several items that the Staff believed could be addressed at this time.

Craig Elliott, the project architect, provided a brief history of the project and the process to reach this point. He then presented the design concepts and the reason for some of the design decisions.

Mr. Elliott stated that in 2001 he and Mr. Fischer began discussions with the City regarding redevelopment of the area, particularly in the East corner. As time evolved it developed into what is known as the Bonanza Park District. He had outlined the District in orange, which consisted of the Kearns Boulevard, Park, Bonanza Drive, and Ironhorse all the way down to Deer Valley Drive. Mr. Elliott clarified that he and Mr. Fischer were not working on the entire zoning area. Mr. Elliott outlined several different redevelopment projects that

occurred throughout the area from 2001 to 2009. He stated that in 2009 they started working on a project that was tied to this overall parcel, which is the Empire Avenue affordable housing project. It started with the CUP process through the City and it evolved through the planning process to represent the project that was completed just prior to the 2015 season. Mr. Elliott noted that it was designed to be assigned as part of the affordable housing obligations for the property for the Bonanza Park area. He pointed out that it is rare for a developer to build affordable housing before the main project. He stated that Rail Central also has 24 units associated with this project, which were built with the expectation of being assigned to this in the future.

Mr. Elliott stated that in 2009 they restarted the MPD review process with the City and Staff. They looked through a series of site suitability areas and carved out the east corner, which is bound by Kearns and Bonanza; however, nothing moved forward with their discussions with the Planning Staff. Shortly after the General Plan rewrite was started and within that rewrite the Bonanza Park District was formally acknowledged. In 2011 they submitted another MPD pre-application for a larger swath in Bonanza Park. In that submittal they offered to process the project in line with the General Plan rewrite. After three months a public meeting open house and presentation was held at the Yard to discuss the application that was submitted to the City. The area included the parcels where the Yard is, the corner of Bonanza and Kearns, and also included at the time was Powder Corp, PCMR parcel off of Bonanza. The represented massing was an idea of how the massing might fit on the site at the time.

Mr. Elliott stated that by 2015 they had been through Bonanza Park, Form Based Code, and a number of other things, and they were will in the same position from the standpoint of the Planning Code. Therefore, they went back to the straightforward MPD process.

Mr. Elliott presented photos of the area being discussed this evening showing the existing conditions, pedestrian walkways, parking and driveways, various buildings and the pavement associated with these properties. He pointed out the other negatives associated with the area that does not represent the best of Park City.

Mr. Elliott stated that in October 2015 they submitted their MPD pre-application and they were excited to finally be able to talk about it after all these years.

Mr. Elliott presented the concept of the proposed project. The “pork chop shaped” parcel was reduced to just the northeast. He showed the underlying building and infrastructure, as well as the larger portion of the District. He focused on the northeast corner of the parcel. He commented on the amount of land that is dedicated to the automobile. Driveways and parking were 52% of the total site. Building footprint was 20% and the open space was 28%. Mr. Elliott pointed out that more than half of that was associated with the

Doctor's Clinic Building. He indicated the boundaries of the parcels, which he believed was important because it comes into play when they do the analysis of the sites.

Mr. Elliott explained the site suitability analysis process, which is a process required to understand the maximum development possible with the underlying code.

Mr. Elliott presented the site plan and noted that the yellow color represented the building areas and building heights. The dark blue or purple color represented the building massing that is allowed under the General Commercial Zone. He noted that they were proposing approximately $281,000 square feet, which is less than 65% of the maximum building area in the site suitability analysis. The minimum open space requirement is 30%. This concept proposes 48% open space of the site. The area dedicated to driveways and parking is about 24%. Basically, they doubled the open space and cut in half the area on surface that is required for cars. The proposed footprint is 27% of the total site, which is only an 8% increase over the existing building footprints.

Mr. Elliott talked about site circulation, which is where they started in understanding the principles of the master plan. They looked at it from a vehicular access point and from the standpoint of pedestrian/bike access points. Red arrows indicated the ten existing access points to the property. The proposed project cuts those access points in half and reduces the access points to two locations along Kearns, two locations along Bonanza Drive, and one access point on Munchkin Road. After the analysis of the access points they did an analysis of how vehicles move on the site. Mr. Elliott stated that their proposal dramatically reduces chaos for a vehicle moving through into the site. The intent is take this from an outwardly focused project on to arterial streets, and turn it into an inwardly focused pedestrian centric space with commercial and retail mixed uses that are accessed off of street-like corridors. Mr. Elliott noted that the two arrows shown on the top and bottom were access points to the underground parking underneath the project.

Mr. Elliott reviewed the pedestrian and bike access that was also done, which showed that currently the pedestrian and bike access is relatively close high speed traffic and high volume traffic. It also showed that there are no connections directly to any of the buildings that are pedestrian focused. Every access goes through a parking lot. He explained how the proposed project would be pedestrian and bike centric. He indicated a larger star which represented a plaza to be used as a gathering space with water features and a bandstand. The smaller star represented deli and restaurant type that spill out into the gathering area.

Mr. Elliott stated that the other parts of the MPD process and the General Plan requirements talk about buffers to adjoining neighborhoods. He noted that essentially the neighborhood is completely surrounding the property with the exception of the Kearns

Boulevard side. He indicated the buffer zone. There is a 30-foot no build zone and a buffer zone that is required. The average building along the entire buffer zone is approximately 60 feet from the property line. They envision that space to be much like the extension across from the high school with open space, pathways and landscaping. It works as a visual buffer and increases the quality of the space along Kearns.

Mr. Elliott stated that they are also required to look at utilities. They had not dug too deploy into water and gas utilities, but they dealt extensively with Rocky Mountain Power and the process over the last 15 years. Mr. Elliott indicated the existing overhead power distribution. He noted that the project was designed to allow those overhead lines to remain in place, with the expectation that they will not be there forever.

Mr. Elliott commented on building design and he described their thought process. Their expectation is for this area to become a vibrant community location. It has the opportunity to provide live/work spaces and to provide services that do not exist today. As a mixed-use project it would have multiple levels. They were proposing buildings that range from three stories to five stories with a parking level below. There would be retail and commercial on the main level, parking below, and a mix of office and residential spaces on the upper levels. Mr. Elliott presented slides of places in town that already have that configuration and have been successful.

Mr. Elliott reviewed a 3-D massing of what the proposed project entails. He presented street view images from the interior of the project. The intent was to show how these spaces interact and how the buildings interact on the site.

Chair Strachan opened the public hearing.

Steve Onesco, a resident in the Prospector area, expressed concerns with the proposed project. Mr. Onesco thanked Mr. Elliott for showing the slides because it made him realize that the green hills seen in the first few slides would not be seen if this project occurs. He thought the closing slides also suggested that the residents would be blocked from seeing the sites that they appreciate as residents of Park City because the three or four story buildings would impact their sightline. Mr. Onesco cautioned the Planning Commission to be careful of presentations because the cars depicted cars were so small in relation to the stories, that it appeared each floor would only be one or two cars tall, when in reality that would not be the case. He thought the slides were misleading in the sense that the building would be huge in height. Mr. Onesco thought the comment that the coverage would go from 20% to 28% was misleading because it was more like a 40% increase than an 8% increase. Mr. Onesco felt that three to four stories was inappropriate for a residential area, and he views this project as part of the Prospector Residential area. He did not believe the City Council enforces the setbacks that exist on the books for the

Prospector Area. New building comes right out to the sidewalks and it is impossible for children to ride bikes on the sidewalks. He was concerned that this project would represent more of the setback issue. Mr. Onesco appreciated architectural renderings, but he was more interested in seeing models or renditions of air, light and noise pollution, and sight blight. He would like the opportunity to put together a power point presentation that accentuates the negative aspects. He believed the proposed hotel would bring more laborers to Quinn's Junction because they could not afford to live in town and it would generate more traffic driving into town. Skier traffic coming down the hills during the winter would impact with the traffic in and out of this large new development. Mr. Onesco stated that he is very sensitive to light pollution because it is contrary to the mountain environment they like to promote. He named buildings in Park City where the lights are overwhelming in terms of obscuring the night sky. He suggested at the very minimum to have a consultant report on how this project would affect the night sky so the community can understand what impacts to expect. Mr. Onesco commented on noise pollution and the constant drone of HVAC units currently in Prospector. He has complained to City Code Enforcement about the excess decibels. It disrupts the entire neighborhood and there are no longer peaceful walks through town. Mr. Onesco believed the pedestrian walkways being proposed were a token offer of compensation. They will not be used if they are not lighted because of safety concerns; and if they are lighted it will add to light pollution. He did not find that to be an acceptable tradeoff. Mr. Onesco stated that currently in Prospector he cannot count all the stars in the Big Dipper, and he was afraid they would lose more of the night sky and more of the day sightline of the green hills and views if this project moves forward.

Ruth Gezelius offered important points if they were to see redevelopment on this parcel. With this level of commercial and residential density they need to seriously take into account where the transit pick up would be from this site. In this particular location it would lend itself to consider Bonanza versus SR248, which is an outgoing transit lane at this point. Ms. Gezelius stated that her second point in relation to transit and parking on this particular site is that basically they have underestimated the amount of parking places they really need for delivery trucks and commercial vehicles in commercial developments. Where they have permanent tenants in residential uses on upper levels, they have also underestimated the number of parking spaces and storage areas that are required to make a parcel livable. Ms. Gezelius noted that many people in this area of town rely on public transportation to go to the supermarket. She also urged the Planning Commission to take very seriously the issue of height exceptions. Over the years the City has been restrictive and stringent regarding giving anyone height restrictions; and people in the Historic District have been asked to take height reductions that have been onerous for many people. They have only allowed height exceptions that were either on a historic commercial street or for large public buildings, such as the ski lodges and existing historical structures such as the

Library. Ms. Gezelius did not believe it was possible within the City limits to accommodate everyone who wants to be here and everything they want to build.

Clay Stuard stated that he had submitted written comments and he would only highlight what was written. Mr. Stuard assumed this MPD would be a long process and he understood the fact that this was a difficult site to plan with real constraints. He applauded some of the design features that were incorporated into the plan. However, six out of seven buildings are four or five stories high in a district that allows three stories. For him personally, that is an overwhelming negative for the plan from the very beginning. Mr. Stuard believed the applicant's request for additional height was based upon a distorted interpretation of the LMC and the General Plan. It does not make sense because the underlying assumptions are not commercially viable to reach their maximum square footage number. Mr. Stuard was unsure where the applicants would take this and what direction the Planning Commission would provide, but if it stays in its current form it should be rejected outright.

Lee Whiting, the President of the Claim jumper Condominium Association stated that the Claim Jumper residents are affected by development in the area. He noted that the following evening the City Council would be discussing the potential purchase of a parcel that, in his, opinion should be related to this application. The solutions that they seek for the City with respect to congestion, transportation and access need to be integrated. Mr. Whiting hoped there would be some level of linkage established between these proposals and that the City Council and the Planning Commission not deal with these matters in isolation. Mr. Whiting commented several items in the Staff report that he felt would affect the Claim Jumper. One is a pre-existing agreement with UDOT for signalizing Homestake and the intersection of Homestake and 248/Kearns in the event that denser development occurs to the East, which is the parcel being considered this evening. Along with that, the agreement states that there would be access restrictions, which appears to be the case, and he urged the Planning Commission to pay attention to tying that together with the UDOT agreement. Mr. Whiting referred to the proposal being discussed by the City Council, and noted that in the real estate purchase contract there appears to be an easement being granted for the extension of Munchkin road to Homestake Road, which affects the flows in this area. That was an integration issue that the Claim Jumper Condos oppose because it would greatly increase traffic in the area. Mr. Whiting clarified that Claim Jumper was also against the idea of having a transit center across the street. They preferred the previous proposal, which was a 21 townhome development with good setbacks; and it limited the congestion and traffic in their area, which is primarily residential. Mr. Whiting stated that pedestrian access is a concern with the limited ingress/egress to this substantial development, pedestrian warnings on sidewalks and other things to promote safety should be considered if this project moves forward. Mr. Whiting asked about the parking ratios, which was directly tied to the proposed 1,000

spaces for the proposed transit parking and affordable housing plan that is part of the parcel purchase discussion. He asked if this project is adequately parked and whether the idea of selling the parcel and the City absorbing the cost of providing parking was an externalization of costs from what might be the responsibility of the density of the development. Who pays for the parking and how is a significant question. Regarding the height restriction, Mr. Whiting thought it was a topographical argument. The photos Mr. Elliott presented showing the images across town and the heights on the building on Main Street are greatly impacted by the surrounding topography. If you stand on Marsac or Rossi Hill or the upper levels of Park Avenue and Empire you can look over the tops of those buildings and still see the beautiful mountains. He believed a responsible study of elevations and projections and from what vantage points the entry corridor is affected by the massing should be considered. Mr. Whiting noted from the Staff report that the Staff was requesting significant discussion on some of the issues.

Bill Coleman thought there were many good things about this project given the recent history of the area. He commented on the history going back to 1970 when there was a higher height restriction. Mr. Coleman stated that they need to solve the issue of density, and the finest way to solve it is with height variation at the very least. He liked the idea of a village that has people living in so it is animated. Mr. Coleman did not believe that currently exists in Prospector, even though they tried to have a village plaza going through. It was intended well but it never happened right. Part of how this could work so easily now compared to before is the exercise the City went through with the Form Based zoning because they took the best of that and put it on paper. Mr. Coleman understood that some people's sensitivities are somehow offended by very easy things, but he thought this was a great opportunity to use this long process to address of the important issues, including height and night lighting. Resolving the issues in the best way possible is the art or compromise. Mr. Coleman stated that getting housing into this part of the commercial district is imperative and he was unsure how it could be accomplished without additional height. He would not be opposed to allowing even more height. He would look for a zone that allows for more height in the Homestake and Claim Jumper areas if they ever decide to redo those units. Mr. Coleman believed that higher density should come in the form of height, and this area is the perfect place for it. He understood it was a balance act but this plan was a great springboard and he hoped the Commissioners would see it that way.

Alex Butwinski, a Park Meadows resident, agreed with Mr. Coleman. This is the last piece of property that could be developed with any cohesive plan, and he believed this project was a great start. Mr. Butwinski stated that he has never been afraid of height. He suggested that the people concerned about the view should stand on Sidewinder and look to the west and consider what already blocks their view. The further they go away from the height the less the impact is on the hillside looking up. He was confident Mr. Fischer and Mr. Elliott would work on showing that representation as the process moves along.

Mike Sweeney referred to the first speaker's comments about noise pollution. Mr. Sweeney does sound testing and explained that if a dba is increased by three, it would double the sound level. Based on that formula, the meeting this evening was being conducted at approximately 60-65 dba. If they keep multiplying by three they would figure out how many times louder this is than the 50 dba, which is the requirement that must be met after 10:00 p.m. per the sound ordinance.

Mr. Onesco corrected some misperception. He stated that decibels is the way to measure sound; however, a quiet room is typically 20 decibels, which is the sound he believed they were hearing in this room. A noisy classroom or gymnasium or a police whistle would be 80 decibels. A turbo jet airplane is 150 decibels. Mr. Onesco remarked that 50 decibels was not occurring in this room and he believed Mr. Sweeney was inaccurate. He suggested that the Planning Commission consult the experts to find out what the noise would be during construction. He reiterated that there was significant noise pollution in Prospector without this project. He assumed the hotel would have HVAC and other amenities that will require a constant drone of noise in the neighborhood. Mr. Onesco offered to share his information on decibels after the meeting if they were interested.

Chair Strachan closed the public hearing.

Chair Strachan clarified that the 281,000 square feet proposed was 65% of the maximum building area the developer believes they are entitled to. Mr. Elliott stated that it was 65% of the maximum building area that is quantified by the Code. He has met with the Staff multiple times over the past ten years to ask how it should be calculated, and that number was based on the direction he was given over the years. Chair Strachan asked if 65% included the open space requirement. Mr. Elliott explained that the maximum building area is just the space inside the building. They were proposing 65% of the maximum. The open space they were showing was different because the open space is a footprint calculation, whereas the building areas is a multiple level calculation.

Chair Strachan requested that Mr. Elliott go through the footprint calculations as he perceived them. Mr. Elliott stated that the buildable area of the footprint was 150,000 square feet based on the setbacks and the underlying zone. Chair Strachan asked what percentage of that number they were looking to build.

Director Erickson thought it was better to ask the applicant to come back with the calculations to make sure it is accurate. Chair Strachan clarified that he would not hold the applicant to the number, but he thought it would be helpful if the Planning Commission understood the applicant's position on how the number is calculated and whether they would be using a percentage of 150,000 square feet or the entire square footage. Mr.

Elliott replied that it would be a small percentage of the 150,000 square feet. He was working the calculation to give them a number.

Planner Astorga referred to the site suitability analysis on page 103 of the Staff reported and noted that the applicant was building up to the 30 foot frontage protection zone. The Code allows that subject to a conditional use permit. Therefore, the applicant was assuming that the Planning Commission would be willing to grant a conditional use permit for five sites that would allow him to build up to that 30 foot line.

Chair Strachan believed a number of assumption would be made that may or may not pan out as reality unfolds. Mr. Elliott stated that when they made the submittal in 2011 the City Council hired an architect in town to do an analysis of the proposed square footage. He noted that this was proposal was very similar.

Mr. Elliott stated that based on his quick calculation of the total buildable area the percentage was approximately 41%.

Commissioner Band stated that the purpose of the pre-MPD is to determine compliance with the General Plan and the Zoning District LMC. She believes the documents contradict each other on some points, and on other points it asks for things that at are not required in the pre-MPD application. Regarding compliance with the General Plan, Commissioner Band noted that the overriding goal for this neighborhood per the General Plan is to create new housing opportunities while maintaining existing affordable units. That language was contained on page 168 of the General Plan, Volume 2. She read General Plan Goal 3, “Encourage alternative modes of transportation”, which also matches Part B of the GC Zone to allow commercial uses that orient away from major traffic thoroughfares to avoid traffic congestion. Commissioner Band pointed out that it was also noted in 1C and 3A of the General Plan. She thought the presentation this evening showed how they were trying to mitigate traffic and curb cuts. She agreed with public comment regarding the bus, and the need to heavily look at connectivity and walkability because traffic is a top priority in the City. Having curb the cuts on to Kearns and Bonanza with this kind of density will add significantly more traffic. Commissioner Band stated that any plan put forward should have foot, bike, and bus alternatives spelled out, curb cuts minimized, mitigation plans for vehicular traffic and an emphasis on full connected street if possible.

Commissioner Band read Goal 5 of the General Plan, “Applicant should state Green Building Practices”. She stated that the Planning Commission could not judge for compliance with the General Plan without that information. She noted that the General Plan, in general and for the zone, 3.3 calls for sustainable redevelopment. Also, 15.6, Part 1, Part J of the LMC states that, “An MPD should encourage mixed-use, walkable and sustainable development and redevelopment that provide innovative and energy efficient

design, including innovative alternative to reduce the impacts of the automobile on the community". In reference to Goal 7, the applicant should provide information about residential specifics because the Planning Commission could not judge for compliance with the General Plan without that information.

Commissioner Band stated that even though the GC zone allows both hotels and nightly rentals, the General Plan encourages nightly rentals to be limited and hotels to be in the resort zone, per 7B and C. Commissioner Band stated that in her opinion the City does not need another hotel, particularly in that location. She noted that a local hotel owner, who is also a City Council member, told her that Park City has the lowest year-around occupancy of any resort town. Park City is in the mid to low 30 percent range when most resorts run 60-80%. The problem is not the number of visitors, but the fact that there are 200-300 more beds than comparable resort towns.

Commissioner Band stated that when Form Based Code was being discussed she was on record for saying that the residential zones should remain residential. The General Plan would like this area to be a live/work/play neighborhood, and she was opposed to allowing nightly rentals. She pointed out that even without nightly rentals, many of the homes being sold in neighborhoods are going to second home owners, and people are losing their neighbors. Other than changing the LMC she was unsure how that issue could be addressed.

Commissioner Band commented on height and density. She noted that the General Plan Natural Setting, Goal 4B, is to buffer entry corridors from development and protect mountain vistas. The Frontage Protection Zone purpose in the LMC 15-2.20.1(a)(b)(c)(d) is to preserve Park City's scenic view corridors, preserve and enhance rural resort character of Park City's entry corridors, provide significant landscaped buffer between development and highway uses, minimize curb cuts, driveways and access points to highways. Commissioner Band stated that when the Planning Commission considers giving height and Frontage Protection Zone exceptions, it is because the City will get more than it is giving. Commissioner Band noted that she is not afraid of height and she has previously said that on the record. She also liked the design that was presented this evening. However, if they allow going into the Frontage Protection Zone and allow height, the City needs something in return.

Commissioner Band stated that based on presentation for this project they would lose a coffee shop, an art center, a car wash, and a local market. They would get a hotel that is not needed, more traffic and more density.

Commissioner Band read from LMC 15.6 – Master Planned Developments, "MPDs should result in a net positive contribution of amenities to the community, provide a variety of

housing types and configurations, provide the highest value of open space for any given site, and redevelopment should maintain compatibility with the surround neighborhood. Commissioner Band stated that she was not willing to go into the Frontage Protection Zone or allow height exceptions without serious guarantees that there would be a lot of deed restricted housing.

Commissioner Band was very sympathetic with the applicant who has spent many years waiting for the City to get new zoning in place to build. She also recognized that it was frustrating to be dealing with a General Plan that contradicts the zoning in some places. However, while some of the specifics do not line up, the overriding goals of the LMC and the General Plan to reduce curb cuts and traffic, protect view corridors, and keep the sense of small town when dealing with new projects were clear and the City should definitely get a net gain.

Commissioner Suesser agreed with Commissioner Band. In addition, she would like the project to focus on providing more residential space. She did not believe Prospector needed more office space because much of the existing office space in that area is empty. Commissioner Suesser had concerns with the amount of surface parking that was evident in the presentation. She also agreed with the comments questioning the need for another hotel in that area.

Commissioner Campbell asked which document would prevail when the LMC and the General Plan contradict one another. Assistant City Attorney Lake replied that the LMC would be the governing document. Commission Campbell stated that this project was large enough that he personally would like the guiding principle to be the General Plan. Page 180 of the new General Plan talks about Prospector Square being the City's first mixed use and mixed housing neighborhood. It is a great idea but it will never happen if the City keeps rejecting whatever plan comes in. Commissioner Campbell preferred to give the applicant some positive guidance. He noted that the City Council talks about affordable housing being the most important issue, but without added density they will never achieve it. Commissioner Campbell was more than willing to trade density for affordability. If Mr. Fischer is bold enough to build the number of units they were talking about for this project it would help keep the prices in check. Commissioner Campbell favored following the General Plan and adding density to keep down the cost of housing. In his opinion, that is the only model that will work. In terms of blocking views, he would like to know whose views it blocks. He referred to Commissioner Band's concern about the entry corridor, but he does not consider anything past the High School as the entry corridor because by then you are already in town. Commissioner Campbell did not believe they needed to worry too much about blocking the views from people driving their cars along Kearns. He was much more interested in finding ways to get people out of their cars. For that reason, he could care less about adequate parking. If they want people to use

alternatives other than cars they need to make using a car more difficult. Commissioner Campbell emphasized that the City needs a place where people can live and walk to restaurants and walk to work. He thought this proposal was the best they have seen and if it works other people will do it.

Commissioner Phillips stated that when he looks at this project he sees open space and some definite "gets" for the City. Height will be a big discussion and he is also on record as not being fearful of height. Commissioner Phillips remarked that having space in between the buildings is helpful because it gives views between them, as opposed to areas in Prospector where the buildings are built to maximum height all the way around. Commissioner Phillips believes the General Plan indicates this area as a place for density. He likes a lot of the design aspects. He also liked the interior parking and other things they talked about in the Form Base Code discussion. He favored the walkability and he believed that less curb cuts would definitely help with traffic on the two major congested roads. Commissioner Phillips stated that he did have concerns, but he liked what they were starting with he was hopeful that this project was something they could all work through and add to the City. He was not opposed to additional height with some "gets", but he was leery of having it in the Frontage Protection Zone because it is more visible at that point. If it is set back the height becomes less visible. He clarified that he was not opposed to building in the Frontage Protection Zone, but he was concerned about putting height there. Commissioner Phillips referred to public comment regarding light pollution and noted that it was an issue that he has been thinking about as well. Whatever ends up being built, he would like the common spaces that have to be lit for code purpose and public safety to face inside the development as opposed to facing the major streets.

Commissioner Phillips pointed out that height will be one of the bigger topics for discussion with the community and he requested that Mr. Elliott provide better visuals. He would personally like visuals from the viewpoint of the Wells Fargo corner looking into this area, and what it would look like. Commissioner Phillips suggested that Mr. Elliott show the visual of what the project would look like if it was built to Code and within the requirements of the zone, versus the visual of having space looking through these buildings. He believed what could be built would be very plain and not what anyone wants, but people do not understand and showing the difference would be helpful to the community. Commissioner Phillips asked Mr. Elliott for better visuals of shots down the view corridors. In terms of finding compliance with the General Plan and the codes, it was difficult at this point to make that determination but he understood that it was something they would be working through. Commissioner Phillips felt there were a lot of good things with this project.

Commissioner Thimm agreed with most of the comments from his fellow Commissioners. As he looked at the Staff report and listened to the presentation he thought a lot of good

things were happening. Bringing a mix of uses into a parcel and allowing them to co-mingle and work together was a good urban solution. Commissioner Thimm remarked that using building and sidewalks to start to define street edges was better than parking lots. He was concerned about the amount of height being put right on the edge of Kearns Boulevard and asked if there was a way to move the height to the center. Commissioner Thimm clarified that he was not concerned with the height in terms of the amount of area because five acres is a significant amount of land. He would like the Planning Commission to consider building height as they continue to look at this project. Commissioner Thimm noticed that everything was presented and based upon square footage. He was curious as to how many units are anticipated, how many keys for the hotel, and the number of jobs anticipated for the amount of square feet of office space. He believed that bringing Class A office space into this area would be a positive. Commissioner Thimm stated that the General Plan talks about bringing in limited residential, but it does not define the term "limited residential". He believed this project puts residential where it needs to be because it creates people places at the ground floor and builds up from there.

Commissioner Thimm understood the concern that Commissioner Campbell has consistently expressed regarding number of parking spaces. However, he applauds the idea of putting the vast majority of parking under the project. Commissioner Thimm had concerns with putting the parking lot right on the street edge and the statement it makes driving on Bonanza. He understood there would be a landscape buffer, but he suggested that they look at whether it could be tucked back and behind. Commissioner Thimm stated that the presentation helped him better understand what is being done to reinforce hiking and biking trail connections. He asked that some thought be given to the creation of appropriate bike parking areas within the edges of the active spaces and at entries and to the site. He also suggested adding a bike repair area. Commissioner Thimm commented on sustainability goals and what type of platform might be utilized for this project. He was struck by the idea of LEED for Neighborhood Development which was mentioned in the Staff report. He believed LEED ND was a logical platform. Commissioner Thimm stated that LEED at a certified level or silver level was fairly easy. He noted that Park City is trying to develop the notion of stepping beyond what is easy, and for that reason he encouraged the idea of looking towards a LEED gold level of certification. It would be more difficult but it would make the right statement for some of the precepts within the General Plan, as well as the community goals.

Commissioner Thimm asked for the number of affordable housing units that have been built. Mr. Elliott replied that there were 12 units at Empire and 22 single room occupancy units at Rail Central. Commissioner Thimm understood from the presentation that those units were the affordable housing for this site. Mr. Elliott stated that it was a small portion. Commissioner Thimm thought there should be a commitment to have some affordable

housing on this site. Mr. Elliott replied that there would be on-site affordable housing.

Director Erickson clarified that the Affordable Housing Resolution of 2015 requires that 20% of the affordable housing residents are housed on site.

Commissioner Thimm encouraged a commitment to public art in the plaza spaces. It helps to create an environment where people want to live, and it increases the ability of a space to thrive. Commissioner Thimm recalled that solar was mentioned in the presentation. He had concerns with the south sun and the way it would relate to the plaza spaces, especially with Building F at three stories and Building G at four stories. He questioned whether it would allow enough light to come into the plaza space. He commented on the benefits that take place for plaza spaces and the extension of usage time when the sun is allowed to come in and warm up the space. Commissioner Thimm asked if a traffic impact study was done for this project considering the density. Mr. Elliott answered no, but a study would be done as this project moves forward. Commissioner Thimm was not concerned about blocking view sheds, and he did not mind the notion of framing views. He would like to take a closer look at the buffer zone and where it starts to encroach into the area of needing a CUP within 100 feet of the Frontage Protection Zone, and whether five stories was appropriate in that location. That was his biggest concern at this point.

Commissioner Thimm referred to the connection between Kearns and Bonanza Drive and the ability to drive straight through as a shortcut. He questioned whether that was the best solution from the standpoint of traffic calming. He liked the idea of having a good strong bicycle access path through there but it needs to be safe. Commissioner Thimm thought the issue of the shortcut becoming a thoroughfare and creating an unsafe condition needed to be addressed. In general, Commissioner Thimm thought this plan was well thought out.

Chair Strachan stated that this project takes Park City and the Bonanza Park area into a completely different world. He was not suggesting that it did not comply with the General Plan, but the proposal is ambitious and unique. There needs to be design features that make it very attractive to the City. As it stands now, they do not know enough to judge. They have only seen pictures and in his view it is radically different from anything they have ever seen. Chair Strachan remarked that it would be an educational process through a series of many meetings, and the applicant needs to make the Planning Commission and the community comfortable with a very modern and very contemporary design that Park City has never seen before, particularly at this scale.

Chair Strachan focused on what he believed would be the primary issues. He noted that height would be the driving factor. He agreed with Commissioner Thimm that the height along the roads is inappropriate. It needs to be stepped and centered. Only then could

they have a gradual interplay with the other buildings that are likely to be built at some point in the future. Chair Strachan was opposed to creating a walled experience for travelers going through. He thought the pictures of Lower Main Street that Mr. Elliott showed in the presentation is a walled experience for walkers, bikers and drivers. That is not the model the General Plan embraces, and it is not the model that best serves this site. Chair Strachan was not opposed to tall buildings in the right place, but it should not be next to the road. He believed that if the applicant could move the height to different places, the Commissions would likely be more receptive to a height exception if it was off the road.

Chair Strachan agreed with public comment that the transit hub that the City appears to be moving towards must be tied into this project. The applicant needs to work with the City and incorporate it into their plan. If the two move forward on mutually exclusive pathways and never connect it would be a lost opportunity of the highest order. Chair Strachan requested that the applicant show how they intend to incorporate the transit hub when they come back for each meeting. He understood the City's plans were tentative at this point, but he suggested that they incorporate any information on what the City plans to do. Chair Strachan stated that bike paths should not go through parking lots and hard right angles never work for bike paths. The bike path shown in slide 61 of the presentation would not be a practical use for bikes. It may work for pedestrians, but in his experience pedestrians follow the bikes because bikes takes the shortest distance between two points. Chair Strachan remarked that it also needs to connect into the Rail Trail.

Chair Strachan remarked that as the Staff pointed out, many things need to be discussed in terms of the General Plan. The public expressed their concerns and comments and he left it to Mr. Elliott and Mr. Fischer's experience to sift out which comments need to be addressed. They need to provide the evidence that the Planning Commission needs in order to make a finding that it complies with the General Plan. Chair Strachan did not believe this project was a non-starter or out of the realm of possibility, but it will be a long process and they have a long way to go.

Director Erickson commented on the suggestion to tie in the potential purchase of property. He referred to bullet point #2 on page 96 of the Staff report and noted that two sections of the LMC require the applicant to deliver all properties owned by the applicant, which includes the Emporium and other parcels which may affect transportation and circulation in that district. He stated that if the Planning Commission was going to find for compliance with the General Plan, they should consider whether this property needs to be in compliance with the LMC to bring other properties owned by the applicant into this MPD process. This would include the potential sale of property, the gateway property and the Boneyard because all of these circulation elements need to be considered on a General Plan scale as they move forward. He emphasize that this could not be considered in isolation.

Chair Strachan agreed with Director Erickson; however, that gives the applicant an almost unworkable requirement. He believed the applicant is entitled to phase their project and he was not sure they could force them to bring forth a global plan on the idea of all or nothing. He understood that the City would like to see that connection, but the applicant owns the property and can propose whatever they want.

Director Erickson offered to review the LMC language. He thought there may be a way to address General Plan issues on a larger scale and site specific issues inside the application submitted. Chair Strachan believed the LMC speaks to that. The advantage is having a small handful of owners, and he would leave it to those owners to not allow one of them to ruin it for the rest by building non-connectable projects. Chair Strachan was less concerned about that issue, but he appreciated that the Staff was taking a broader, larger connectivity view. He urged the applicant to participate in all of those conversations. Chair Strachan recognized that Mr. Fischer has been developing in Park City for a long time and he trusted his experience and judgment to follow the Planning Director's direction.

Mr. Elliott stated that they have been working with transportation and intend to continue doing so. In the previous application they were told that they could not be processed together because they were not connected. Mr. Elliott thought there might be a disconnect between their understanding and the direction that was previously given. Commissioner Band asked if Mr. Elliott would like to process them all together. Mr. Elliott explained that at this point they decided to move forward with the corner because they do not know what will happen with the other parcels until they know what happens at the rear of the property.

Director Erickson stated that the City was moving forward to try and meet the transportation and the trip demand reduction goals. They have an agreement with UDOT to not approve any new accesses on SR248, and to reduce the number of accesses on to 248 to just Homestake Road. He noted that all the other accesses into the property come into play as they move forward looking at General Plan compliance for this parcel. Director Erickson was not concerned about the other land use issues. The primary concern were housing issues and transportation issues, particularly on Bonanza and SR248. Chair Strachan believed that was the right focus.

Mr. Elliott stated that this was submitted as a pre-application, understanding that there are a lot of complexities. He was trying to figure out what level of detail they needed to provide in the pre-application versus the MPD application. He stated that is has been a balancing act and the intention is not to show specific things. They were trying to find the right approach. He requested that they be able to focus on the General Plan issues for the next

meeting in terms of their approach and get direction from the Planning Commission to make specific adjustments in the MPD application.

Chair Strachan understood the concern and noted that it was a balancing act that is done with every pre-application. The Commissioners were asking for more detail but neither the General Plan nor the LMC is clear on what detail needs to be provided. Chair Strachan stated that from his general experience, the pre-applications that provide the greater amount of detail are usually the easier ones to get through. Hearing Mr. Elliott say that certain issues will be addressed when they reach the point of the actual MPD causes concern for both the Planning Commission and the public because it is all based on trusting that they will comply with the General Plan without knowing any specifics. Chair Strachan urged the applicant to be as specific as possible in terms of the issues the Commissioners outlined in their comments this evening.

Commissioner Band stated that she personally would like to see as much detail as possible in the pre-MPD process, and she thought the applicant would want to provide that detail so they would know what might not be acceptable before they get too far into the process. Mr. Elliott clarified that his struggle was how much interior detail they wanted to see. He believed that was part of the discussion about housing. He would not be able to say how much housing would be provided and the type of housing until he designs the interior of the building. He was trying to figure out what balance he could provide to get the right information to make the Planning Commission comfortable with the General Plan obligations. Mr. Elliott was comfortable with trusting the process and the process of design, taking it from the macro scale to the micro scale. The issue was finding the right balance for the pre-application.

Chair Strachan remarked that the key is to show where exactly they would put the affordable housing because that is the number one question. At a minimum, that needs to be specified. He noted that Mr. Elliott gave percentages of the different uses and it would be helpful to know where those uses are going to be on the site. Chair Strachan did not believe it was important to have detailed interior design.

Planner Astorga noted that the specific he was looking for were outlined on page 96 of the Staff report. As an example, the first challenge was that the specificity of each commercial use was not indicated, and he was unable to run the affordable housing formula to determine how many units would be required in the project. He was comfortable working with the percentages of uses to start running the formula to get a better idea of what the requirement would be. Chair Strachan thought it was incumbent upon the applicant to provide the Staff the information necessary to run the formulas and analysis.

Director Erickson stated that the Planning Department would work with the applicant to get more specifics on what they can deliver specifically. He believed that the attributes of the site and conformance with the General Plan were driven by external circulation, internal circulation and affordable housing compliance. Chair Strachan concurred. Director Erickson stated that height, volume and the other site designs that were mentioned could move from there.

Mark Fischer, the applicant, thanked the Planning Commission for their time and attention this evening. He stated that the goal is to create a fantastic projects. In terms of the global comment, it was his reason for developing all nine parcels. Mr. Fischer believes his proposal is global and they have gone to great expense and time to do it this way. He urged the Planning Commission to consider that the plan being presented is a global plan because the other parcels are clearly separate and not contiguous. Mr. Fischer was willing to take whatever direction is given by the Planning Commission and the Planning Department, but he wanted to clarify that this project is an attempt to do what he considers a global application by including the contiguous parcels. Mr. Fischer asked the Planning Commission not to assume that the Kimball Arts Center and other great amenities are not part of these buildings. They should assume that they are.

Mr. Fischer stated that he had written down all of the public comments and the Commissioners comments and he intended to address all of them.

After discussing potential dates to schedule the next meeting, the applicant was comfortable coming back on June 22nd.

MOTION: Commissioner Band moved to CONTINUE Bonanza Park East MPD to June 22nd, 2016. Commissioner Phillips seconded the motion.

VOTE: The motion passed unanimously.

The Park City Planning Commission Meeting adjourned at 8:08 p.m.

Approved by Planning Commission: _____

PARK CITY COUNCIL MEETING MINUTES
445 MARSAC AVENUE
PARK CITY, UTAH 84060

June 2, 2016

The Council of Park City, Summit County, Utah, met in open meeting on June 2, 2016, at 3:30 p.m. in the City Council Chambers.

Council Member Beerman moved to close the meeting to discuss property and litigation at 3:30 p.m. Council Member Gerber seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto and Worel.

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting. Council Member Beerman seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto and Worel.

WORK SESSION

Council Questions and Comments:

Council Member Matsumoto stated she attended the Historic Preservation Board meeting, where they approved changes to the guidelines to protect the old town area, and those changes would be forwarded to Council for approval.

Council Member Gerber indicated she attended the Park City Area Lodging Association (PCALA), and they had a lot going on this summer. She also took an e-bus ride and hoped the City receives the grant it applied for so these buses can be purchased.

Council Member Henney asserted he rode on the e-bus as well, and saw the excitement for electric buses as the future for the Transit Department. He also attended the Chamber Board meeting and the Prospector Square HOA, where he spoke on the Storm Water fee and the Park City trademark issue. He attended a Transportation Task Force meeting as well, and noted good progress was being made with regard to figuring out revenue streams.

Council Member Worel stated she attended a Recycle Utah Board meeting, where they discussed the Georgetown Energy Prize and suggested including natural gas and communications as the City discusses that prize. She went to an e-bike training and also rode the e-bus, and noticed the bus was very quiet. She and Council Member

APPROVED 06-16-2016

Gerber had lunch with old town residents and discussed issues going on in the City. Council Member Worel also attended the Memorial Day ceremony at the cemetery. She received a lot of public comment from people attending the ceremony that thought the City focused more on activities and less on the meaning of Memorial Day. They hoped information on celebrating this holiday could be more balanced in the future.

Council Member Beerman stated he went to Moab and talked with the Moab City Council members about tying their budget to their priorities. He asked if tour buses were exempt from the City's idling law. It was indicated that these buses were not exempt.

Mayor Thomas attended the Historical Society meeting where they talked about the Historic Home Tour on June 25th. He also had some discussions on the Daley Head Frame.

1. Tentative 2016-2017 Budget Review - Storm Water Fees, Comprehensive Emergency Management Plan, City Policies and Procedures, and Council Compensation:

Nate Rockwood, Budget Manager, presented this item. He explained that special service contracts were created for organizations that provide services to the community. This year, $2 million had been requested by the applicants, with $540,000 in the budget for allocations. He indicated the listed recommendations were based on the evaluation criteria and the Council's goals. He also indicated the special service contract program had been very successful, so more applicants were requesting funds each year. With the increased requests, the amount of funds that could be allocated to each organization had to be reduced. Council Member Matsumoto stated she was on the subcommittee for special service contracts and it wasn't easy to cut back on the allocations of some organizations. She noted a significant amount was given to PC Tots because this was a need in the community that wasn't being filled. She hoped the other requests that didn't receive the full allocation understood the reason. Council Member Henney stated these contracts were providing a service to the community, so he asked if the Council should consider breaking these contracts out into another category so the level of service to the community could be maintained. It was suggested that new guidelines could be considered in order to narrow down the requests. Rockwood stated some requests in the past had been moved to contracts with the City. Council Member Worel was in favor of looking at the requests to consider further contracts. Council Member Beerman felt the guidelines should be considered as well as moving requests to contracts, noting his appreciation for the non-profits. He also favored discussing the allocation for any sales tax surplus.

With regard to Summit Community Power Works, Park City had committed to contribute staff time to dedicate towards the Georgetown Energy Prize. Because this department was in transition, Council Member Beerman suggested contributing money to Summit Community Power Works since they would be increasing their manpower for the time being. Council Member Gerber stated she could support giving money to move the goal

APPROVED 06-16-2016

ahead, but asked if staff or money would be most effective. Council Member Beerman didn't know the answer to that offhand, but hoped there could be a future discussion on additional funds being allocated in the budget prior to the adoption of the budget on June 16th. The Council agreed to the designated allocations.

Mayor Thomas opened the meeting for comments with regard to Special Service Contracts.

Jane Patton, Peace House, thanked the Council and appreciated their support.

Mary Christa Smith, Summit Community Power Works, thanked the Council and also requested additional funding for achieving the Georgetown Energy Prize since there was a budget gap. She stated there was such a short timeframe to accomplish this goal and related the energy savings in the first nine months of the competition. She requested that the City match the County's investment.

Libby Bailey, Director of PC Tots, thanked the Council and stated PC Tots had now been open for 10 weeks providing affordable childcare, and had a wait list until May, 2017.

Mayor Thomas closed the public comment portion of the meeting.

Rockwood reviewed that at the last meeting, a five year transitional Storm Water Fee schedule was presented. Council requested to see a consolidated three year transition schedule. He presented both scenarios to Council, noting that a project which could be pushed out to a future date was a storm water project. The Council supported the three year plan. Rockwood stated he would change that in the budget and fee schedule.

Jed Briggs reviewed the Comprehensive Emergency Management Program. This plan was adopted in 2007 and was created to mitigate damages in natural disasters and other emergencies. He indicated this plan needed to be adopted annually so the City could be eligible for grants.

Brooke Moss reviewed the Policies and Procedures Manual and noted changes in the cell phone policy, the drug and alcohol testing procedures after employee injuries, a smoking definition, and other housekeeping items.

Briggs explained the Council Compensation ordinance that needed to be adopted annually. He noted there would not be a budget discussion at the June 9th meeting unless there were items the Council would like to discuss. Council Member Beerman stated he would like to discuss funding the Summit Community Power Works at the next meeting. Council Member Henney asked to discuss the projected sales tax revenue versus the budgeted sales tax revenue and talk about the City Manager's Contingency Fund. Rockwood stated he would come back on June 16th to discuss the budget policy

APPROVED 06-16-2016

and procedures. He stated he could review the policy and how it met State Code. After some discussion, Rockwood noted specific funds the sales tax surplus could be put towards. It was decided that these items would be discussed further at the June 9th meeting.

2. Consideration to Approve an Increased Allocation of Subscriber Solar for the City's Electric Needs:

Ann Ober, Sustainability, and Clint McAffee, Water Manager, presented this item. Ober indicated the renewable energy portion of the City's current energy portfolio was 21.3%. She and McAffee had looked at specific meters to transition to and noted that if the transition occurred, some of the utility bills would increase.

McAffee stated he had concern about buying the additional renewables and stated he hoped to focus on conservation first and then focus on onsite renewables when efficiency had been achieved. He indicated this program did not fit into the goals of his department.

Council Member Beerman indicated he appreciated McAffee's focus on efficiency but felt that a multi-pronged approach could be taken when focusing on conservation. Foster stated that cancelling this program prior to the three year contract would cost the City up to $80,000. Council Member Worel agreed with Council Member Beerman. Council Member Henney stated that this program would discourage onsite solar but he still supported this program. Council Members Gerber and Matsumoto were supportive as well. Ober clarified that the program would cost $62,000 per year for three years, compared to the one-time cost of solar panels for the MARC building of $450,000 for a 20 year life. She also noted that this program would go into effect in January, 2017.

Mayor Thomas opened the meeting for public comments. No comments were given. Mayor Thomas closed the public comment portion of the meeting.

3. Discuss Proposed Water Fee Increases:

Jason Christensen, Clint McAffee, Brenda Wilde, and Chris Morgan, Water Department, presented this item. Christensen reviewed the reasons for the proposed water fee increase. He listed four fee increase recommendations: an energy optimization surcharge, increased single family residential tiers, year round conservation tiers, and a 2% rate increase across the board.

Council Member Henney stated he didn't know if phasing the energy fee increase was wise but he hadn't seen the capital project list. Christensen stated Bina Skordas had identified $900,000 of projects per year for 10 years. Council Member Gerber asked if there was an educational component of the phased fee increase. Skordas stated outreach was a big priority. Council Member Beerman stated he was in favor of full funding and not phasing the fee, thinking that the impacts would be great as people would move quickly towards water conservation. Council Member Matsumoto agreed

APPROVED 06.16.2016

with Council Member Gerber, who thought the fee increase would have an impact on people and should be phased in. Council Member Worel stated phasing with education would make sense. Council Member Henney stated he could support either plan. The majority of Council was in favor of phasing this portion of the water fee increase.

For increasing the residential tier increase, Council Member Matsumoto asked about clarifying landscaping requirements. Council Member Henney asked if the low water users were being rewarded. Christensen stated these residents were being rewarded. Council Member Henney asked if there was a tier for people not using much water. Council Member Beerman was in favor of these tiers.

Christensen recommended on the year round conservation increase that irrigation meter rates increase 10% per year. The Council agreed to this increase. The 2% increase for all water bills was supported by Council as well.

REGULAR MEETING

I. Roll Call

I. Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Tom Daley	Assistant City Attorney	Present
Matt Dias	Assistant City Manager	Present
Michelle Kellogg	City Recorder	Present

II. Communications and Disclosures from Council and Staff:

Matt Dias stated staff had been working on making videos showing the work the City did in the community, with businesses, etc. He wanted to present one that was done internally at the Employee Service Awards Dinner. The video was shown to the Council and audience.

Staff Communications Reports:

1. New IPad App for Council Packet Reviews:

2. Miner's Plaza Reconstruction Schedule Update:

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

APPROVED 06-16-2016

Katy Wang thanked the City for supporting the Park City Film Series. She read a statement that expressed disappointment that this request for funding was not fully allocated.

IV. Consideration of Minutes

1. Consideration of a Request to Approve the City Council Meeting Minutes from May 10, 2016, and May 12, 2016:

Council Member Worel noted a correction in the May 12th minutes, stating she attended a Public Arts Advisory Committee (PAAB) meeting that was being held jointly with the Summit County Arts Advisory Committee.

Council Member Beerman moved to approve the City Council Meeting minutes from May 10, 2016, and May 12, 2016 as amended. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

V. Consent Agenda

1. Request to Authorize the City Manager to Enter into a Three (3) Year Service Provider/Professional Services Agreement with Buzybee Cleaning and Maintenance for Janitorial Cleaning Services for the City's Twenty-Two (22) Municipal Buildings/Facilities in the Amount of $295,515.00 Per Year in a Form Approved by the City Attorney:

2. Request to Authorize the City Manager to Execute Addendum No. 3 to the Agreement with Ward Engineering in a Form Approved by the City Attorney for Additional Construction Engineering Management Services Related to the Construction of Phase 2 for Deer Valley Drive in an Amount of $11,150 for a Total Contract Amount of $172,436:

3. Request to Approve a Three Year Professional Service Contract with Summit Land Conservancy, in a Form Approved by the City Attorney, for Third Party Open Space Easement Monitoring of City-Owned Parcels and/or Preservation Easements in an Amount not to Exceed $105,000:

4. Request to Approve an Increase to the Fee Waiver for the 2015 Tour of Utah an Additional $6,818 for a Total Fee Waiver of $34,318:

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

APPROVED 06-16-2016

RESULT: MOTION APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

VI. New Business

1. Consideration of an Appeal of a Denial of a Business License Application for Firearms Assembly at 2897 American Saddler:

Bruce Erickson, Planning Director, and Benjamin Pillmore, Appellant, were present for this item. Erickson stated the criteria as listed in the packet prevented the City from issuing the business license. Tom Daley stated this application was for a home occupation – firearms assembly. The request to manufacture ammunition came up later in the process. The denial was for the firearms. Council Member Gerber asked if an inspection was completed for the firearms. Pillmore stated the business license inspection was performed for both firearms and ammunition. He indicated the main argument was that he was not a primary resident, but his family bought this home in 2000. He went to high school and college here. He provided bills with his local address. Erickson stated Pillmore provided employment information as a financial consultant in New York and London. Pillmore indicated he does work there, but comes here for vacation and at other times and works from his home.

Council Member Henney inquired about a conditional use permit. Erickson stated a home occupation was for people turning hobbies into a business, from sewing to becoming chocolatiers. Pillmore stated his work space consisted of two 4'x2' benches, which was a hobby scale business. If the business took off, he would move to a light industrial area. Council Member Worel asked if he was already assembling and manufacturing. Pillmore stated he was prepped to begin, having a brass press, etc. Council Member Matsumoto asked Erickson to explain the sale of merchandise from the home. Erickson stated the purpose of a home business was to create the product in the home, not having parts dropped off and finished products shipped out, or increasing traffic to the area.

Paul Pillmore, father to the applicant, stated Ben wanted to follow the law because if one bullet was sold without a license, it would be a federal offense.

Council Member Gerber stated the concern was the type of business being requested – firearms and ammunition. This neighborhood had children and people were nervous and concerned with recent shootings in the news. She thought that concern was valid.

Daley stated the Council needed to determine if the applicant was a primary resident, and Council should not consider the ammunition information, but should consider if this application was consistent with home occupations in this zoning district.

APPROVED 06-16-2016

Mayor Thomas opened the meeting for public comments.

Barbara Maw, stated the application was for a retail business. The neighborhood CCRs did not allow retail businesses in the neighborhood. She felt this was manufacturing and that was not allowed in residential areas.

Council Member Matsumoto stated Council could not enforce CCRs. Daley stated that was correct, but Council could consider the comments given from the public.

Bob Reynolds, Fairway Meadows HOA, stated every homeowner was provided CCRs. The business application was outside the rules of the CCRs. He stated this business license application was inappropriate for the neighborhood.

Trent Davis stated he lived four houses down from the applicant. He didn't believe it was common sense to have this type of manufacturing in a neighborhood.

Clay Stewart stated the Pillmores were great people, but the neighborhood was concerned about this venture.

Jane Campbell asked the Council to deny the business license.

Jamie Rubin stated this was the most inappropriate business for a neighborhood.

Mayor Thomas closed the public comment portion of the meeting.

Ben Pillmore stated this business was a hobby scale business. The federal licensing process had been costly. The risk was negligible.

Council Member Beerman stated the application was for retail. Pillmore stated there was not a category for assembly. Also, sales would be online or in person. Erickson stated retail was defined as the sale of goods or services.

Council Member Matsumoto asked if Council was to determine if this was a typical or appropriate home occupation. Foster stated Council should determine if the application fit the code. Council Member Gerber stated she had a hard time fitting this occupation in a residential area.

Council Member Matsumoto moved to deny the business license application for firearms assembly at 2897 American Saddler, based on the applicant not meeting the code requirements for a home occupation. Council Member Worel seconded the motion.

APPROVED 06-16-2016

RESULT: MOTION APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

2. Request to Approve $8,918.52 (50% of the Fee Waiver Request of $17,837.03) for the Park City Historical Society in Accordance with the Park City Municipal Code (PCMC) 11-12-15:

Michelle Downard, Deputy Building Official, and Sandra Morrison, Historical Society, were present for this item. Downard stated the Historical Society had a permit to construct a building. They requested the City fees be waived. Staff requested that 50% of the fees be waived. Council Member Matsumoto recommended that the total fee be waived, indicating that this building would be used to educate children and citizens of the history of Park City. Council Member Worel indicated that in addition to the education space, there would be storage space where documents and slides would be housed. Council Members Henney and Beerman agreed to waive the entire fee. Downard explained that this waiver did not include impact fees, but the water meter fee was part of this fee. Council Member Beerman suggested waiving all fees but the fee for the water meter. Council Member Gerber agreed. The water meter fee was $1,143.83.

Morrison indicated this request was to be able to maximize the building features. Solar panels were being planned for, which would help the City's net zero goal. The Council agreed to waive the entire fee.

Council Member Matsumoto moved to approve the fee waiver request of $17,837.03 for the Park City Historical Society. Council Member Worel seconded the motion.

RESULT: MOTION APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

3. Public Hearing to Receive Comment with Regard to the Fiscal Year 2016-2017 Tentative Budget:

Mayor Thomas opened the public hearing for comments from the audience. No comments were given. Mayor Thomas closed the public hearing portion of the meeting.

4. Consideration to Adopt Resolution 12-2016, a Resolution Adopting the Revised Personnel Policies and Procedures Manual, Dated July 1, 2016 for Park City Municipal Corporation:

Mayor Thomas opened the public hearing for comments from the audience. No comments were given. Mayor Thomas closed the public hearing portion of the meeting.

Council Member Matsumoto moved to approve Resolution 12-2016, a resolution adopting the Revised Personnel Policies and Procedures Manual, dated July 1, 2016 for Park City Municipal Corporation. Council Member Worel seconded the motion.

APPROVED 06-16-2016

RESULT: MOTION APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

5. Consideration of Ordinance 2016-23, an Ordinance Establishing Compensation for the Mayor, City Council, and Statutory Officers for Fiscal Year 2016 – 2017 in Park City, Utah:

Mayor Thomas opened the public hearing for comments from the audience. No comments were given. Mayor Thomas closed the public hearing portion of the meeting.

Council Member Matsumoto moved to approve Ordinance 2016-23, an ordinance establishing compensation for the Mayor, City Council, and statutory officers for Fiscal Year 2016 – 2017 in Park City, Utah. Council Member Worel seconded the motion.

RESULT: MOTION APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

6. Consideration to Approve Resolution 13-2016, a Resolution Adopting the Park City Comprehensive Emergency Management Plan (CEMP) for FY 2016-2017:

Mayor Thomas opened the public hearing for comments from the audience. No comments were given. Mayor Thomas closed the public hearing portion of the meeting.

Council Member Gerber moved to approve Resolution 13-2016, a resolution adopting the Park City Comprehensive Emergency Management Plan (CEMP) for FY 2016-2017. Council Member Beerman seconded the motion.

RESULT: MOTION APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

7. Consideration of Ordinance 2016-24, an Ordinance Amending Title 13 and Adopting Chapter 6 of the Park City Municipal Code:

Jason Christensen, stated this ordinance would establish the Storm Water utility but would not set the fee.

Mayor Thomas opened the public hearing for comments from the audience. No comments were given. Mayor Thomas closed the public hearing portion of the meeting.

Council Member Henney moved to approve Ordinance 2016-24, an ordinance amending Title 13 and adopting Chapter 6 of the Park City Municipal Code. Council Member Matsumoto seconded the motion.

APPROVED 06-

RESULT: MOTION APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

8. Consideration to Approve Ordinance 2016-25, an Ordinance Amending Title 11, Chapter 12, Section 2, Building Permit Fees, of the Municipal Code of Park City, Utah:

Michelle Downard and Chad Root, Building, presented this item. Downard reviewed the discussion at the April 28th meeting on how the building and inspection fees were determined. This code change would eliminate the International Code Council (ICC) valuation. Root stated the fees would now be aligned with the actual valuation from this area. Downard stated that to be consistent in the fee schedule, the changes would be made in both the code and the fee schedule.

Mayor Thomas opened the public hearing for comments from the audience.

Mike Sweeney stated he supported these fees based on local valuation.

Mayor Thomas closed the public hearing portion of the meeting.

Council Member Worel moved to approve Ordinance 2016-25, an ordinance amending Title 11, Chapter 12, Section 2, Building Permit Fees, of the Municipal Code of Park City, Utah. Council Member Henney seconded the motion.

RESULT: MOTION APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

9. Consideration of Ordinance No. 2016-26, an Ordinance Approving the 844 Empire Avenue Plat Amendment, Located at 844 Empire Avenue, Park City, Utah, Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney:

Francisco Astorga, Planning, stated this amendment would remove the lot lines and consolidate the entire area into one lot. The City would require the owner to dedicate the public right-of-way easement to the City. He noted the Planning Commission approved this by a 5-1 vote. He indicated that if the applicant remodeled the site and requested vehicular access, the site would not work and the intersection would need to be redesigned, and the Planning Department would recommend the redesign would be at the owner's expense. Astorga recommended approval of the plat amendment.

Mayor Thomas opened the public hearing for comments from the audience. No comments were given. Mayor Thomas closed the public hearing portion of the meeting.

APPROVED 06-16-2016

Council Member Henney asked about the denial for the additional building footprint. Astorga stated the owner felt giving the right-of-way to the City would justify that request, but after review, that additional footprint request could not be allowed.

Council Member Matsumoto moved to approve Ordinance No. 2016-26, an ordinance approving the 844 Empire Avenue Plat Amendment, located at 844 Empire Avenue, Park City, Utah, pursuant to findings of fact, conclusions of law, and conditions of approval in a form approved by the City Attorney. Council Member Gerber seconded the motion.

RESULT: MOTION APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

Council Member Beerman moved to close the meeting to discuss property and litigation at 7:35 p.m. Council Member Worel seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto and Worel.

CLOSED SESSION

Council Member Beerman moved to adjourn from Closed Meeting. Council Member Gerber seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto and Worel.

VII. Adjournment
With no further business, the meeting was adjourned.

_____
Michelle Kellogg, Park City Recorder

APPROVED 06-16-2016

Barbara Maw

From: Sheila Gardner <gardnerd1@gmail.com>
Sent: Wednesday, June 01, 2016 11:34 PM
To: Barbara Maw
Subject: Re: Confirming 6/2/16 City Council meeting at 6 pm, discussing the manufacture of ammunition and gun assembly.

Barbara,

We are responding to your email regarding Mr. Pillmore's application for the use of his home at 2897 American Saddler Drive that is inconsistent with the City Council's definition of a residential area. We apologize for the lateness of this response as we have been traveling.

We built our home at 2989 American Saddler Drive as the residential neighborhood was in every respect what we were looking for. We did so with confidence that the integrity of usage in this residential area would be sustained and honored by those in the City responsible for those decisions. The Council acted properly in denying Mr. Pillmore's application to make use of his home as though it was in or near an industrial park rather than in a residential area. We trust that the Council will deny Mr. Pimllore's appeal once and for all.

This is a respected residential area and a well established one for persons living in Park City who wish to live confidently in an unimpaired residential setting. This will be true of everyone living there and it is inconceivable that the Council will do anything with this appeal other than to reject it and, thereby, confirm the integrity of this sought after residential community.

We would be present in person to so testify if we were not traveling out of state.

We hope that this communication can be entered into the record by you in our behalf or otherwise shared with the City Council as you think best.

Thank you so much for your good efforts.

Dr David P Gardner & Sheila S Gardner
2989 American Saddler Drive

On Wed, Jun 1, 2016 at 3:31 PM, Barbara Maw <Barbara_Maw@fre700.com> wrote:

To All:

Mr. Pillmore's appeal is being heard tomorrow June 2, 2016 at 6 pm at the Marsac Building, City Council Chambers. This is his request to set up a business to manufacture ammunition and assembled guns. Please try to be present and prepared to address the city council on this issue. Allowing manufacturing in our community sets a dangerous precedent.

The Agenda and Agenda Packet is on the Park City Council webpage.

Thanks for your help,

Barbara

Firearms and ammunition are tools. Tools are manufactured in areas that are usually zoned for light industry. Manufacturing these items in a residentially zoned area is unheard of, anywhere!

Zoning is done to deal with this sort of issue up front. Having a part time homeowner build weapons and ammunition in Park City neighborhoods is unreasonable.

If this person is from New York, where all handguns are illegal, it makes one wonder if this is part of an illicit enterprise. I hope reality, and not naivety prevails in the council.

Consider what you may be endorsing and the implications for future undesirable manufacturing in your neighborhoods.

Sam Wilkerson
2915 American Saddler Drive
435.655.5305

From: Katharine Wang [mailto:katy@parkcityfilmseries.com]
Sent: Thursday, June 02, 2016 2:21 PM
To: Diane Foster; Jason Glidden; Jenny Diersen; Michelle Kellogg; Nate Rockwood; Katharine Wang
Subject: Special Services Contract

Hello Diane,

Unfortunately I am not able to attend this evening's City Council meeting as I have a film screening and panel discussion that I need to oversee this evening at the Film Series. In my absence, I would like to request that the following be read into the minutes during the public comment period, if this is allowed:

"The Park City Film Series wishes to the thank the City Council for the support that we have received over the past two years under the Special Service Contract for our Books 2 Movies and Reel Community Series programs. These programs have been very well received by the community and we hear from numerous patrons about how the Reel Community Series films in particular add value to the community by virtue of the ideas and conversations that they spark - including from City and County Council members who were in attendance at our recent Reel Community Series film "Bikes vs Cars," which was presented in partnership with the City and County transportation departments.

Given the success of these programs, we were very surprised to see that the recommendation for the next cycle of Special Service Contracts called for a 50% reduction in funding from what we received previously. Even though we added another free and very successful film program to our request that directly serves the Spanish and French speakers in our community and promotes cross-cultural understanding as well as foreign language acquisition. A program that is so successful in fact that it being considered for replication statewide. Why is it that our programs that are free, innovative and open to the all members of our community seeing a reduction in funding when programs like the Egyptian Theater's YouTheatre Program - which is a fee-based program that is unaffordable for many middle class families - continuing to receive the same funding as they have in year's past? We respectfully ask for your review and reconsideration of the Special Service Contract funding recommendation for the Film Series so that we can continue to make these valued programs available free of charge to all members of the Park City community."

Thank you for your consideration.

Katy

Katharine Wang, Executive Director

CITY MANAGER'S RECOMMENDED BUDGET

JUNE 2, 2016

Agenda

- Special Service Contracts
- Storm Water Utility
- Comprehensive Emergency Management Program (CEMP)
- Policies and Procedures Manual
- Council Compensation

Special Service Contracts

- Received 2 million in requested funding
- Total 2-Year Budget allocation of $540,000 per year
- Recommendations are made to council by the Special Service Contract Subcommittee
  - Recommendations are based on the Evaluation Criteria and Council's Goals

Special Service Contract Evaluation Criteria
1 - Accountability and sustainability of the organization
a. Quantifiable goals and objectives
b. Non-discrimination in providing services and programs
c. Cooperation with existing related programs and community service
d. Compliance with City contract (meeting submitted Perf. Measures)
e. Not-for-profit status (yes/no)
2 - Program need and specific City benefit
a. A clear demonstration of public benefit and provision of direct service to City residents
b. A demonstrated need for the program or activity
3 - Fiscal stability and other financial support
a. A clear description of how public funds will be used and monitored
b. Other funding sources that can be used to leverage resources
c. A sound financial plan that demonstrates managerial and fiscal competence
d. A history of performing in financially competent manner
4 - Fair market value of the services
a. Fair market value should equal or exceed amount in application
See Budget Document Vol. I, Ch. 5, Part I

Special Service Contracts

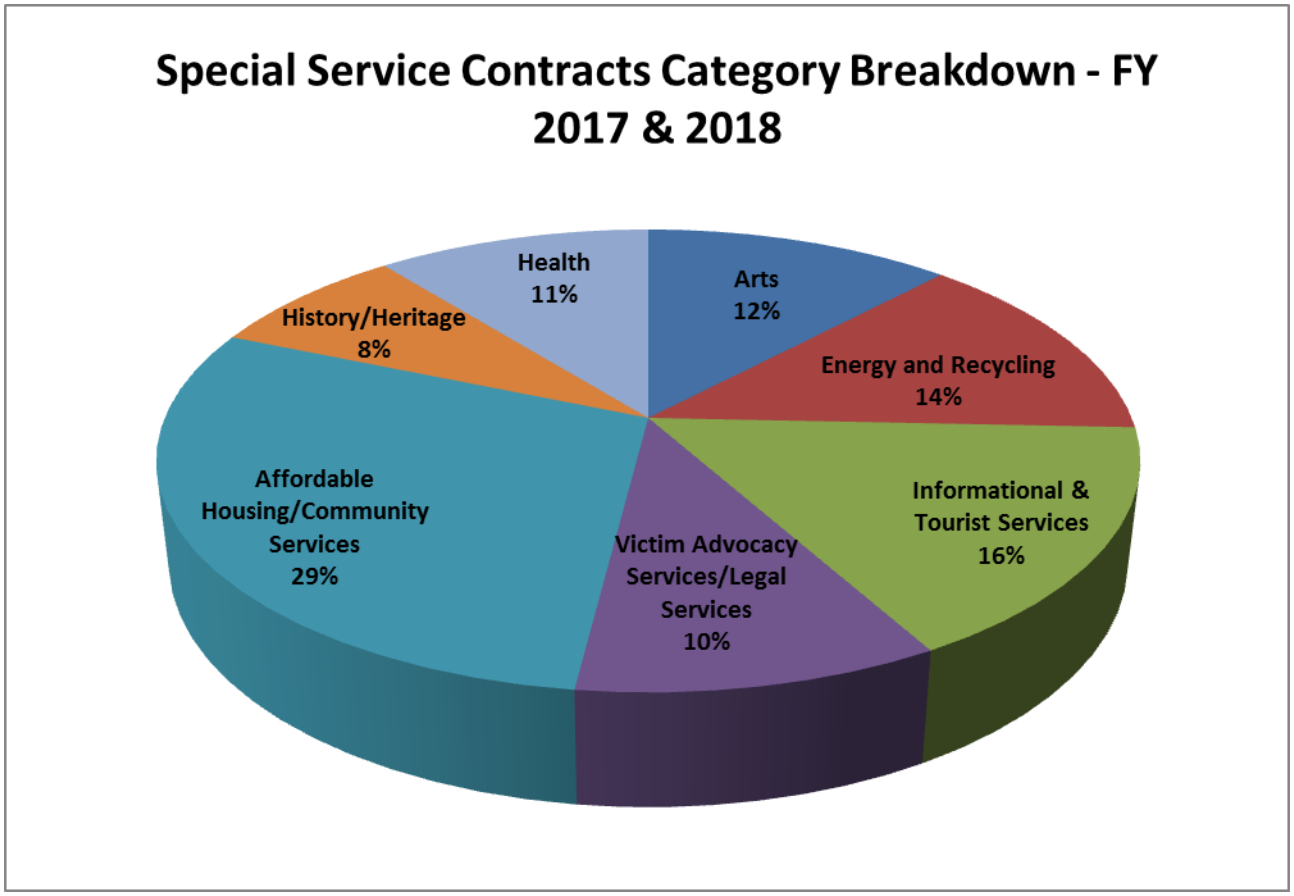
Special Service Contract FY 2017& 2018 (Subcommittee Recommended)

Organizations	2-Year Request	Recommended Funding FY 2017	Recommended 2-Year Funding
Christian Center	25,000	15,000	30,000
Friends of the Utah Avalanche Center	14,000	5,000	10,000
Habitat for Humanity	40,000	10,000	20,000
KPCW	6,000	-	-
Mountain Mediation Center	30,000	13,750	27,500
Mountain Town Music	50,000	-	-
Mountain Trails	25,000	5,000	10,000
Mountainlands Community Housing Trust	50,000	20,000	40,000
P.C. Adult ESL	26,400	12,000	24,000
P.C. Historical Society and Museum	84,000	41,500	83,000
P.C. Historical Society and Museum - Newspaper	20,000	2,500	5,000
P.C. Historical Society and Museum - Mines	50,000	-	-
Park City Chamber/Bureau	250,000	85,000	170,000
Park City/Summit County Arts Council	147,676	20,000	40,000
PC Tots	120,000	50,000	100,000
Peace House, Inc.	80,000	32,500	65,000
People's Health Clinic	80,000	34,000	68,000
Recycle Utah	154,577	45,000	90,000
Recycle Utah (Rent & Utilities)	31,154	In-kind	In-kind
Summit Community Power Works	148,400	15,000	30,000
Subtotal	**1,432,207**	**406,250**	**812,500**

Special Service Contracts

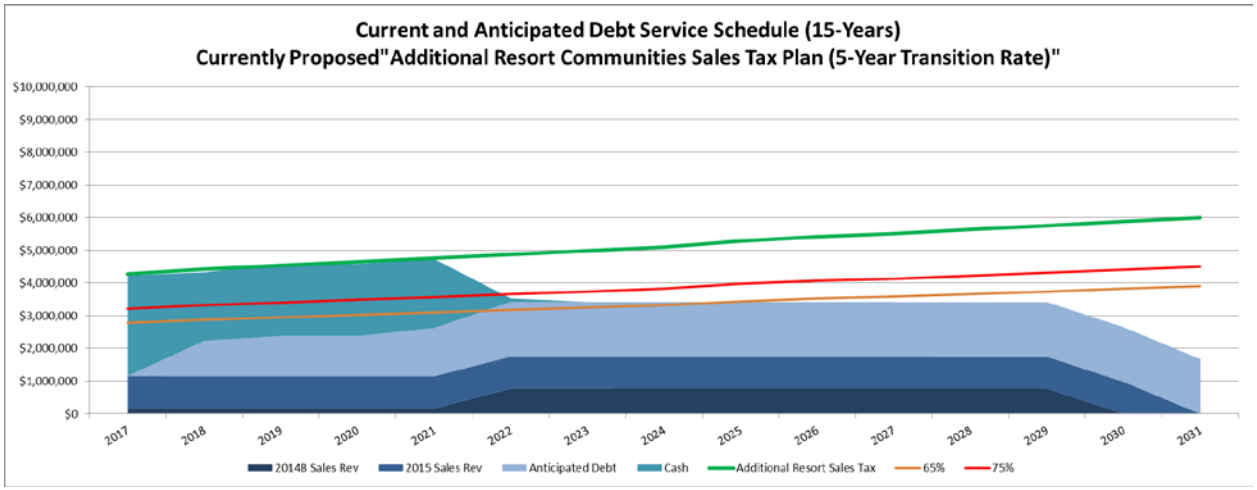
Youth Organizations	2-Year Request	Recommended Funding FY 2017	Recommended 2-Year Funding
ArtsKids	40,000	10,000	20,000
Big Brothers/Big Sisters of Utah	20,000	-	-
EATS	17,610	8,805	17,610
Holy Cross Ministries	30,000	15,000	30,000
PC Education Foundation - After School	50,000	20,000	40,000
Park City Education Foundation - Internet	15,000	7,500	15,000
Park City Education Foundation - Bright Prospect	10,000	5,000	10,000
Park City Film Council - Film Series	30,000	5,000	10,000
Park City Sister City Association	17,100	8,445	16,890
PC Performances- Egyptian Theatre	50,000	10,000	20,000
PC Performing Arts Foundation (Mega Genius Supply Store)	60,000	4,000	8,000
PC Performing Arts Foundation (Student Outreach)	60,000	9,000	18,000
POC	50,000	-	-
Summit County Children's Justice Center	60,000	10,000	20,000
Sundance Institute	18,000	9,000	18,000
Youth Sports Alliance	50,000	12,000	24,000
Subtotal	**577,710**	**133,750**	**267,500**
Grand Total	**2,009,917**	**540,000**	**1,080,000**

SSC – Category Breakdown



Storm Water Utility 5- Year Transition rate

Storm Water Utility 5-Year Transition Rate							
Fiscal Year		FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Proposed Rate per ESU		$3.75	$4.20	$4.70	$5.27	$5.90	$6.61
Capital Needs	ARCSA	$ 570,000	$ 888,890	$ 940,117	$ 800,000		
	Storm Water Utility				$ 3,200,000	$ 160,869	$ 579,637



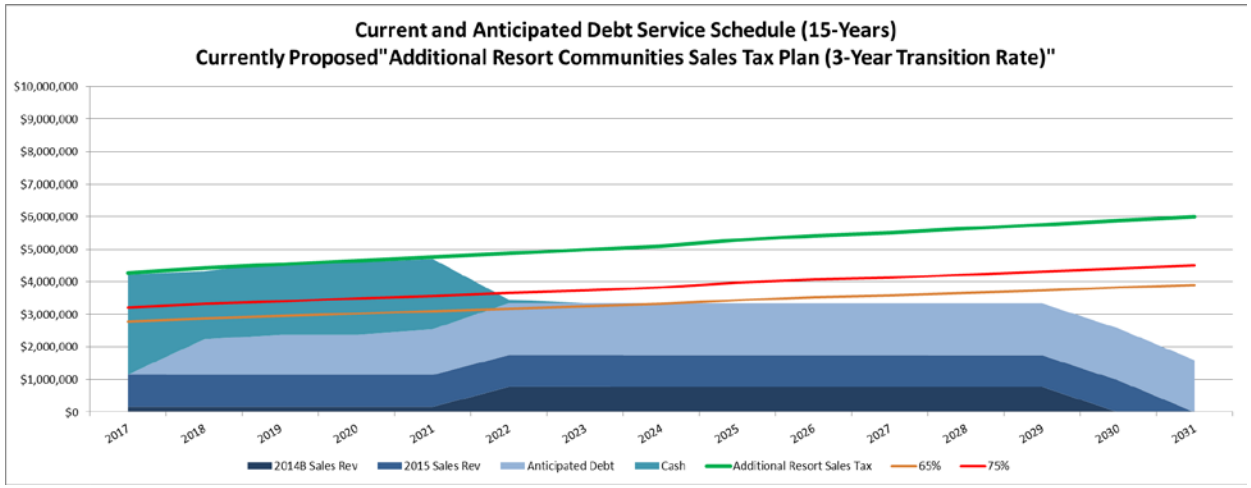
- The rate will begin at $3.75 in 2017 and raise by 12% each year until it reaches $6.61 in 2022
- $3.25 million in Additional Resort Sales Tax for SW Capital (2016 – 2020)

Storm Water Utility 5- Year Transition rate

ARST Long Range Financial Model - 5 Year Transition Rate									
Projects	Type of Funding	Funding Available by Fiscal Year							Total Funding
		2016	2017	2018	2019	2020	2021	2022	
000423 Park Avenue Reconstruction	CASH				592,000	563,000	563,000		1,718,000
000423 Park Avenue Reconstruction	DEBT					2,772,000			2,772,000
CP0157 OTIS Phase III(a)	CASH	1,443,126	868,600		582,000	740,000	740,000		4,373,726
CP0157 OTIS Phase III(a)	DEBT						1,177,575		1,177,575
CP0256 Storm Water Improvements	CASH		570,000	888,890	940,117	800,000			3,199,007
000460 Downtown Projects Plazas	DEBT		8,300,000						8,300,000
000461 Additional Downtown Projects	DEBT						1,000,000		1,000,000
000461 Additional Downtown Projects	CASH						700,000		700,000
CP0196 Downtown Projects - Phase III	CASH	999,753							999,753
CP0270 Downtown Enhancements Phase II	DEBT		1,407,512	1,600,000					3,007,512
CP0270 Downtown Enhancements Phase II	CASH	1,242,407							1,242,407
CP0306 Open Space Acquisition	CASH		2,322,241						2,322,241
CP0306 Open Space Acquisition	DEBT		1,200,000	1,100,000					2,300,000
CP0317 Deer Valley Dr. Phase II	CASH	237,792							237,792
CP0329 Main Street Infrastructure Asset Managem	CASH	105,760	105,760	105,760	105,760	105,760	105,760	105,760	740,321
CP0357 Affordable Housing	CASH	8,522							8,522
CP0361 Land Acquisition/Affordable Housing	CASH	4,670,000	330,000						5,000,000
TOTAL		**8,707,360**	**15,104,113**	**3,694,650**	**2,219,877**	**4,980,760**	**4,286,335**	**105,760**	**39,098,856**

Storm Water Utility 3- Year Transition rate

Storm Water Utility 3-Year Transition Rate							
Fiscal Year		FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Proposed Rate per ESU		$3.75	$4.88	$6.09	$6.34	$6.59	$6.79
Capital Needs	ARCSA	$ 570,000	$ 888,890	$ 940,117			
	Storm Water Utility				$ 3,900,000	$ 160,869	$ 579,637



- The rate will begin at $3.75 in 2017 and reach $6.34 in 2020
- $2.4 million in Additional Resort Sales Tax for SW Capital (2016 – 2019), $ 800,000 less than 5-year

Storm Water Utility 3- Year Transition rate

ARST Long Range Financial Model - 3 Year Transition Rate									
Projects	Type of Funding	Funding Available by Fiscal Year							Total Funding
		2016	2017	2018	2019	2020	2021	2022	
000423 Park Avenue Reconstruction	CASH				592,000	1,386,000	610,000		2,588,000
000423 Park Avenue Reconstruction	DEBT					1,902,000			1,902,000
CP0157 OTIS Phase III(a)	CASH	1,443,126	868,600		582,000	740,000	740,000		4,373,726
CP0157 OTIS Phase III(a)	DEBT						1,177,575		1,177,575
CP0256 Storm Water Improvements	CASH		570,000	888,890	940,117				2,399,007
000460 Downtown Projects Plazas	DEBT		8,300,000						8,300,000
000461 Additional Downtown Projects	DEBT						1,000,000		1,000,000
000461 Additional Downtown Projects	CASH						700,000		700,000
CP0196 Downtown Projects - Phase III	CASH	999,753							999,753
CP0270 Downtown Enhancements Phase II	DEBT		1,407,512	1,600,000					3,007,512
CP0270 Downtown Enhancements Phase II	CASH	1,242,407							1,242,407
CP0306 Open Space Acquisition	CASH		2,322,241						2,322,241
CP0306 Open Space Acquisition	DEBT		1,200,000	1,100,000					2,300,000
CP0317 Deer Valley Dr. Phase II	CASH	237,792							237,792
CP0329 Main Street Infrastructure Asset Managem	CASH	105,760	105,760	105,760	105,760	105,760	105,760	105,760	740,321
CP0357 Affordable Housing	CASH	8,522							8,522
CP0361 Land Acquisition/Affordable Housing	CASH	4,670,000	330,000						5,000,000
TOTAL		**8,707,360**	**15,104,113**	**3,694,650**	**2,219,877**	**4,133,760**	**4,333,335**	**105,760**	**38,298,856**

Remaining Items

- Comprehensive Emergency Management Program (CEMP)
- Policies and Procedures Manual
- Council Compensation

Planning Commission
Staff Report

Subject: **85 King Road**
Application: **PL-24-06028**
Author: **Virgil Lund, Planner I**
Date: **April 10, 2024**
Type of Item: **Nightly Rental Conditional Use Permit**

Recommendation

(I) Review the proposed Conditional Use Permit (CUP) for a Nightly Rental at 85 King Road, (II) open a public hearing, and (III) consider approving the CUP for a Nightly Rental based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant:	Erik Tolzmann
Location:	85 King Road
Zoning District:	Historic Residential – Low Density
Adjacent Land Uses:	Residential
Reason for Review:	Nightly Rentals in the western sub-neighborhood of the Historic Residential – Low Density Zoning District require a Conditional Use Permit. The Planning Commission reviews and takes Final Action on Conditional Use Permits.[1]

CUP	Conditional Use Permit
HRL	Historic Residential – Low Density
LMC	Land Management Code

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

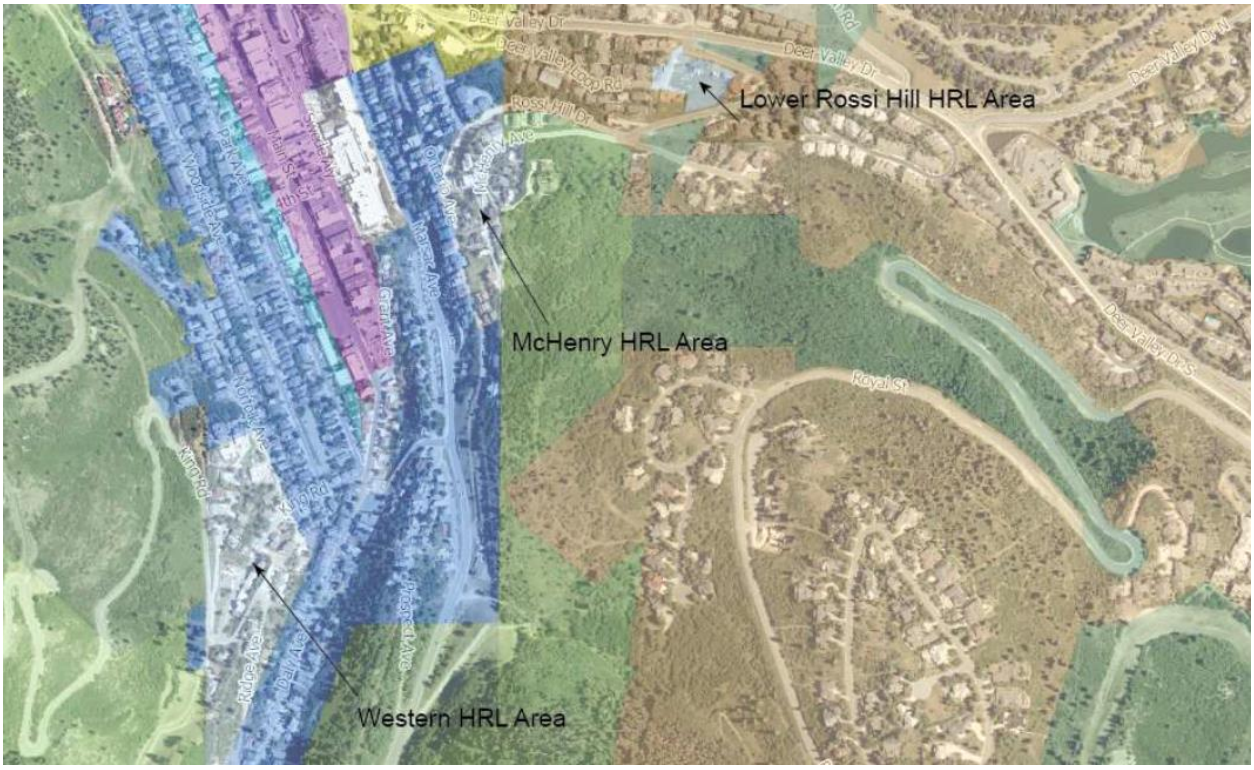
Summary

The Applicant proposes a Nightly Rental Conditional Use Permit (CUP) at 85 King Road, a non-historic Single-Family Dwelling in the Historic Residential Low – Density (HRL) Zoning District. Nightly Rentals in the western sub-neighborhood of the HRL Zoning District require a CUP and up to 12 CUPs are allowed within this sub-neighborhood. If the proposed Nightly Rental CUP for 85 King Road is approved by the Planning Commission, this will be the final available CUP for this Zoning District.

[1] LMC § 15-2.1-1 and LMC § 15-1-10

Background

The HRL Zoning District has three sub-neighborhoods, the Lower Rossi Hill, McHenry, and western highlighted in the image below:



There are five Single-Family Dwellings in the Lower Rossi Hill HRL sub-neighborhood. Nightly Rentals in this sub-neighborhood require a CUP. Nightly Rentals are prohibited in the McHenry sub-neighborhood. Nightly Rentals in the western sub-neighborhood require a CUP and up to 12 CUPs are allowed. The Planning Commission has approved 11 of the 12 total CUPs for this sub-neighborhood. The Applicant proposes the last Nightly Rental CUP for the western sub-neighborhood.

The map below shows 85 King Road in relation to the western sub-neighborhood.



The City issued a Building Permit for a four-bedroom Single-Family Dwelling at 85 King Road on September 8, 2004 (Permit Number B03-08960). The City Council approved the 85 King Road Subdivision on October 9, 2003, creating a 4,079 square foot Lot (Summit County Recorder Entry No. 682906).

Analysis

LMC § 15-15-1 defines Nightly Rentals as "[t]he rental of a Dwelling Unit or any portion thereof, including a Lockout Unit for less than thirty (30) days to a single entity or Person. Nightly Rental does not include the Use of Dwelling Units for Commercial Uses."

Nightly Rentals in the western sub-neighborhood of the HRL Zoning District require review of the 16 CUP criteria in LMC § 15-1-10(E), as well as whether the proposed Nightly Rental addresses the following:

(a) all rental agreements for the Nightly Rental shall include language that limits

the vehicles allowed to the number of on-site Parking Spaces;

(b) all rental agreements shall include language indicating that all-wheel drive vehicles are required during the winter season;

(c) all rental agreements shall provide Nightly Renters with information regarding walkable access to skiing, to Park City's Historic Main Street, to Old Town, and to Park City's free transit service; and

(d) property management contact information shall be displayed in a prominent location inside the Nightly Rental.[2]

These requirements are reflected in Conditions of Approval 2-5 in the Draft Final Action Letter (Exhibit A) and are also shown in the Applicant's Lease Agreement (Exhibit C).

(I) The proposal for a Nightly Rental at 85 King Road complies with LMC Chapter 15-2.1, Historic Residential Low Density Zoning District Requirements

Nightly Rentals in the HRL District require a CUP, however there are no Lot or Site Requirements for Nightly Rentals. The existing SFD was built in 2004 and complies with all requirements from the 2004 LMC.

(II) The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E).

There are certain Uses that, because of unique characteristics or potential impacts on the municipality, surrounding neighbors, or adjacent land Uses, may not be Compatible in some Areas or may be Compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

The Planning Commission shall approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards. The Planning Commission may deny the Conditional Use if the proposed Use cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with applicable standards. LMC § 15-1-10.

CUP Review Criteria	**Analysis of Proposal**
Size and Location of the Site	**Recommended Condition of Approval:** 85 King Road is a 3,744-square-foot Single-Family Dwelling with four bedrooms on a 0.09-acre Lot. Nightly Rentals require an active Business License. Nightly Rental occupancy is determined at the time of Business

[2] LMC § 15-2.1(B)(1)

	License issuance and is limited by the International Residential Code. The Building Department will conduct an inspection to ensure that appropriate emergency egress openings are provided at the time of Business License inspection. Condition of Approval 1 requires the Applicant to obtain and maintain a valid Business License prior to use as a Nightly Rental.
Traffic	**Recommended Condition of Approval:** Condition of Approval 2 states that all rental agreements for the Nightly Rental shall include language that limits the vehicles allowed to two.
Utility Capacity	**No Recommended Conditions of Approval:** The Development Review Committee reviewed the Nightly Rental proposal on March 5, 2024, and confirmed the proposal conforms with their requirements.
Emergency Vehicle Access	**No Recommended Conditions of Approval:** The Park City Fire District reviewed the proposal on March 5, 2024, and confirmed the proposal conforms with their requirements.
Parking	**Recommended Conditions of Approval:** Parking for Nightly Rentals with less than six bedrooms is based on the parking requirement for the dwelling, which is two parking stalls. Two car garages for Single-Family Dwellings must be at least 20 feet wide and 20 feet deep. The garage at 85 King Road measures 25 feet wide by 22.5 feet deep and exceeds this requirement. Staff recommends Conditions of Approval: Condition of Approval 2 requires all rental agreements for the Nightly Rental to include language that limits the vehicles allowed to two vehicles, which must be parked in the two-car garage. Condition of Approval 9 requires the two-car garage to be maintained and used for parking only.

Internal Vehicular and Pedestrian Circulation System	**No Recommended Condition of Approval:** No change to the internal vehicular or pedestrian circulation system is proposed.
Fencing, Screening, and Landscaping	**No Recommended Condition of Approval:** No change to the fencing, screening, or landscaping is proposed.
Building Mass, Bulk, and Orientation	**No Recommended Condition of Approval:** No addition is proposed; no modifications to the existing Single-Family Dwelling are proposed.
Useable Open Space	**No Recommended Condition of Approval:** No changes to the Lot or Site are proposed.
Signs and Lighting	**Recommended Conditions of Approval:** Condition of Approval 6 prohibits signs advertising the Nightly Rental at 85 King Road. Condition of Approval 10 requires the Applicant to bring the outdoor lighting fixtures into compliance with the Dark Sky Code prior to submitting a Business License application. All outdoor lighting shall be Fully Shielded, down-directed, with bulbs 3,000 degrees or less. Outdoor lighting shall be on a timer system and shall only be used when needed.
Physical Design and Compatibility with Surrounding Structures	**No Recommended Condition of Approval:** No changes to the Structure are proposed.
Noise, Vibration, Odors, Steam, or Other Mechanical Factors	**Recommended Condition of Approval:** The property owner is responsible for regulating the occupancy and noise created by occupants of the Nightly Rental. Violations of Municipal Code of Park City Chapter 6-3, Noise, illegal conduct, or any other abuse which violates Nightly Rental regulations or Conditions of Approval are grounds for business license revocation. Condition of Approval 7.
Control of Delivery and	**Recommended Condition of Approval:**

Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas	Trash and recycling receptacles shall be stored on site and placed for trash and recycling pickup in compliance with Municipal Code of Park City § 6-1-11. Condition of Approval 8.
Expected Ownership and Management	**Recommended Condition of Approval:** 85 King Road is owned by Erik Tolzmann. Condition of Approval 11 requires the Applicant to comply with Municipal Code of Park City § 4-5-3(B) *Management Standards*, including requirements for property management services.
Within and Adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, and Park City Soils Ordinance, Steep Slopes, and Appropriateness of the Proposed Structure to the Existing Topography of the Site	**No Recommended Conditions of Approval:** No changes to the existing Structure are proposed.
Reviewed for Consistency with the Goals and Objectives of the Park City General Plan	**Complies:** Objective 7C of the General Plan recommends locating nightly rental units to resort neighborhoods. 85 King Road is in a central location with access to Deer Valley Resort and Park City Mountain Resort. 85 King Road is located within walking distance to Main Street and the Old Town Transit Center.

(III) The Development Review Committee reviewed the proposal on March 5, 2024, and does not require Conditions of Approval.[3]

Department Review

The Planning Department, Executive Department, and City Attorney's Office reviewed

[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).

this report.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on March 27, 2024. Staff mailed courtesy notice to property owners within 300 feet on March 26, 2024. The *Park Record* published courtesy notice on March 27, 2024.[4]

Public Input

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

Alternatives

- The Planning Commission may approve the Nightly Rental at 85 King Road;
- The Planning Commission may deny the Nightly Rental at 85 King Road and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Final Action Letter
Exhibit B: Applicant's Narrative
Exhibit C: Lease Agreement

[4] LMC § 15-1-21

Planning Department

April 10, 2024

Erik Tolzmann
85 King Road
Park City, Utah 84060

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	85 King Road
Zoning District:	Historic Residential – Low Density
Application:	Nightly Rental Conditional Use Permit
Project Number:	PL-24-06028
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	April 10, 2024
Project Summary:	The Applicant Proposes a Nightly Rental Conditional Use Permit in the western sub-neighborhood of the Historic Residential Low-Density Zoning District.

Action Taken

On April 10, 2024, the Planning Commission conducted a public hearing and approved the Nightly Rental at 85 King Road according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. Nightly Rentals in the western sub-neighborhood of the Historic Residential Low-Density (HRL) Zoning District require a Conditional Use Permit (CUP).
2. Up to 12 CUPs are allowed within the western sub-neighborhood of the HRL Zoning District.
3. The Planning Commission approved 11 of the 12 total CUPs for the western sub-neighborhood of the HRL Zoning District.
4. The Applicant proposes the last Nightly Rental CUP for the western sub-neighborhood of the HRL Zoning District.

5. On October 9, 2023, the City Council approved the 85 King Road Subdivision, creating a 4,079-square-foot Lot (Summit County Recorder Entry No. 682906).
6. On September 8, 2004, the City issued a Building Permit for a four-bedroom Single-Family Dwelling at 85 King Road (Permit Number B03-08960).
7. The proposal for a Nightly Rental at 85 King Road complies with Land Management Code (LMC) Chapter 15-2.1, HRL Zoning District Requirements.
8. The proposal, as conditioned, complies with the CUP criteria outlined in LMC § 15-1-10(E):
    a. Size and Location of the Site
        - 85 King Road is a 3,744-square-foot Single Family Dwelling with four bedrooms on a 4,079-square-foot Lot. Nightly Rentals require an active Business License. Nightly Rental occupancy is determined at the time of Business License issuance and is limited by the International Residential Code. The Building Department will conduct an inspection to ensure that appropriate emergency egress openings are provided at the time of Business License inspection.
    b. Traffic
        - All rental agreements for the Nightly Rental shall include language that limits the vehicles to two.
    c. Utility Capacity
        - The Development Review Committee reviewed this proposal on March 5, 2024, and confirmed the proposal conforms with their requirements.
    d. Emergency Vehicle Access
        - The Park City Fire District reviewed the proposal on March 5, 2024, and confirmed the proposal conforms with their requirements.
    e. Parking
        - Parking for Nightly Rentals with less than six bedrooms is based on the parking requirement for the dwelling, which is two parking stalls. Two car garages for Single-Family Dwellings must be at least 20 feet wide and 20 feet deep. The garage at 85 King Road measures 25 feet wide by 22.5 feet deep and complies with this requirement.
    f. Internal Vehicular and Pedestrian Circulation System

- No change to the internal vehicular or pedestrian circulation system is proposed.

g. Fencing, Screening, and Landscaping
   - No change to the fencing, screening, or landscaping is proposed.

h. Building Mass, Bulk, and Orientation
   - No addition is proposed; no modifications to the existing Single-Family Dwelling are proposed.

i. Useable Open Space
   - No changes to the Lot or Site are proposed.

j. Signs and Lighting
   - No signs or changes to the exterior lighting are proposed. Compliance with the City's dark sky ordinance is required prior to issuance of the Nightly Rental Business License.

k. Physical Design and Compatibility with Surrounding Structures
   - No changes to the Structure are proposed.

l. Noise, Vibration, Odors, Steam, or Other Mechanical Factors
   - The property owner is responsible for regulating the occupancy and noise created by occupants of the Nightly Rental. Violations of Municipal Code of Park City Chapter 6-3, Noise, illegal conduct, or any other abuse which violates Nightly Rental regulations or Conditions of Approval are grounds for business license revocation.

m. Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas
   - Trash and recycling receptacles shall be stored on site and placed for trash and recycling pickup in compliance with Municipal Code of Park City § 6-1-11

n. Expected Ownership and Management
   - 85 King Road is owned by Erik Tolzmann. The Nightly Rental shall be managed in conformance with Municipal Code of Park City § 4-5-3 *Regulation of Nightly Rentals*.

o. Within and Adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, and Park City Soils Ordinance, Steep Slopes, and Appropriateness of the Proposed Structure to the Existing Topography of the Site
   - No changes to the existing Structure are proposed.

p. Reviewed for Consistency with the Goals and Objectives of the Park City General Plan
    - Objective 7C of the General Plan recommends locating nightly rental units to resort neighborhoods. 85 King Road is in a central location with access to Park City Mountain Resort. 85 King Road is located within walking distance to Main Street and the Old Town Transit Center.

9. Staff mailed courtesy notice to property owners within 300 feet on March 26, 2024.
10. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on March 27, 2024.
11. The Park Record published notice on March 27, 2024.

Conclusions of Law

1. The Application, as conditioned, complies with LMC § 15-1-10(E) *Conditional Use Permit Criteria*, LMC Chapter 15-2.1, *Historic Residential Low Density Zoning District*, and LMC Chapter 15-3, *Off-Street Parking Requirements*.
2. The proposed Use, as conditioned, is compatible with the surrounding structures in Use, scale, mass, and circulation.
3. The proposed Use is consistent with the Park City General Plan.
4. The effect of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval

1. The Applicant shall obtain a valid Business License for the Nightly Rental and the property shall be inspected by the Building Department prior to being offered for Nightly Rental.
2. All rental agreements for the Nightly Rental shall include language that limits the vehicles allowed to two, which must be parked on site in the two-car garage.
3. All rental agreements shall include language indicating that all-wheel drive vehicles are required during the winter season.
4. All rental agreements shall provide Nightly Renters with information regarding walkable access to skiing, to Park City's Historic Main Street, to Old Town, and to Park City's free transit service.
5. Property management contact information shall be displayed in a prominent location inside the Nightly Rental.
6. Signs advertising the Nightly Rental are prohibited.

7. The property owner is responsible for regulating the occupancy and noise created by occupants of the Nightly Rental. Violations of Municipal Code of Park City Chapter 6-3, Noise, illegal conduct, or any other abuse which violates Nightly Rental regulations or Conditions of Approval are grounds for business license revocation.
8. Trash receptacles shall be stored on site and placed for trash pickup according to the Municipal Code of Park City § 6-1-11.
9. The two-car garage must be maintained and used for parking only.
10. The Applicant must bring the outdoor lighting fixtures into compliance with the Dark Sky Code prior to submitting a Business License application. All outdoor lighting shall be Fully Shielded, down-directed, with bulbs 3,000 degrees or less. Outdoor lighting shall be on a timer system and shall only be used when needed.
11. The Applicant shall comply with Municipal Code of Park City § 4-5-3(B) Management Standards, including requirements for property management services.

If you have questions or concerns regarding this Final Action Letter, please call 385-481-2036 or email virgil.lund@parkcity.org

Sincerely,

Sarah Hall
Planning Commission Chair

CC: Virgil Lund

Submittal Requirements

Question 2 – Description of Request

We are requesting having the ability to have nightly rentals for our home. The home will be rented out very sparingly during throughout the year with strict requirements on the number of guests and will be rented as a luxury home in Old Town Park City. The home will be rented for likely <20 days per winter as the primary use of the home is for personal family use. The total number of rentals will be limited given the amount of time that we spend in Utah.

The home will be rented as a 4 bedroom home with 3 ½ bathrooms.

There is sufficient parking (2 off-street plus 2 in garage spots).

Question 4 – Schematic Plans Drawn to Scale

There are no readily available schematic plans as we are not planning to make any changes or remodels to the home associated with the nightly rentals. The home is a 3,128 sq ft home on 3 levels.

There are 3 bedrooms upstairs (King Master, Queen Guest and 2 Twin XLs). There are two full bathrooms upstairs (Master and Guest).

There is a kitchen, office, dining room and living room on the main level with a patio with hottub and sitting area off of the living room. There is also a half bathroom on the main level.

Downstairs there is a 4th bedroom with Queen bed and full bathroom and a media room. A large 2-car garage is also on the lower level and a lower entry door.

The house is well maintained by professional management and has a heated driveway and walkway.

Question 5 – See #4 Above

Project Description

Question 1

How will the proposed use "fit-in" with the surrounding uses?

- The proposed use as a single family home with occasional rental is consistent with a large number of homes in Old Town Park City. There will be no changes to the existing home and it is anticipated that there would be no noticeable difference to the way the home is used today with nightly renters.

What type of services will it provide to Park City?

- Having a walkable rental in Old Town is a benefit to the town as guests will have sufficient parking onsite and won't need to drive to the various amenities in Old Town. It will also introduce people to the wonderful ski town that our family has called home at times during our ownership of the property over the last 9 years.

Is the proposed use consistent with the current zoning district and with the General Plan?

- Yes

Is the proposed use similar or compatible with other uses in the same area?

- Yes

Is the proposed use similar or compatible with other uses in the same area?

- Yes

Is the proposed use suitable for the proposed site?

- Yes

Will the proposed use emit noise, glare dust, pollutants or odor?

- No

What will be the hour of operation and how many people will be employed?

- Employees will be those that are already working there part-time for cleaning, snow removal, maintenance and house management. No new employees or full-time employees
- There are no specific hours of operation but cleaning and maintenance will be done under normal working hours unless in an emergent situation

Are other special issues that need to be mitigated?

- No

Short-Term Rental Lease Agreement

In Addition to the rental agreement terms with Airbnb, we require this additional contract for our rental property.

Property Address: 85 King Road, Park City, UT 84060

This Short-Term Rental Lease Agreement ("Agreement") is entered into between the Landlord, Airbnb, and the Tenant, _____effective as of _____and terminating on _____, for the property located at 85 King Road, Park City, UT 84060 ("Property").

Terms of Lease:

Rental Period: The Tenant agrees to rent the Property for the specified period commencing on the Start Date and ending on the End Date.

Use of Property: The Tenant shall use the Property solely for residential purposes and shall not sublease, assign, or transfer the lease to any other party without the prior written consent of the Landlord.

Parking and Vehicle Restrictions: The number of vehicles is limited to two, which is the number of on-site Parking Spaces. Additionally, all-wheel drive vehicles are required during the winter season.

Access to Amenities: The Tenant acknowledges that the Property provides convenient access to various amenities, including walkable access to skiing, Park City's Historic Main Street, Old Town, and Park City's free transit service.

Contact Information: Property management contact information is displayed in a prominent location inside the home located at 85 King Rd.
Susan Lampe
Premier Properties Inc.
858 775 1914

Acknowledgement: By signing below, the Tenant acknowledges that they have read and understood the terms and conditions of this lease agreement and agree to abide by them.

Landlord/Property Manager:
Signature: _____
Name: Susan Lampe
Date: _____

Tenant:
Signature: _____
Name: _____
Date: _____

Planning Commission
Staff Report

Subject: **2250 Deer Valley Drive South**
Parcels PCA-S-98-R, PCA-S-85, PCA-S-85-D, PCA-S-81-A
Application: **PL-23-05938**
Author: **Virgil Lund, Planner I**
Date: **April 10, 2024**
Type of Item: **Conditional Use Permit**

Recommendation

(I) Review the Conditional Use Permit for a new ski lift (Lift 7), a 375-square-foot operator house, an 8,483-square-foot terminal and lift storage building, and 4.62 miles of new ski runs at Deer Valley Resort, (II) conduct a public hearing, and (III) consider approving the Conditional Use Permit based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant:	Hannah Tyler, Deer Valley Resort
Location:	Parcels PCA-S-98-R, PCA-S-85, PCA-S-85-D, PCA-S-81-A
Zoning District:	Recreation and Open Space Sensitive Land Overlay
Adjacent Land Uses:	Recreation, Resort Open Space
Reason for Review:	The Planning Commission reviews and takes Final Action on ski lifts and ski runs in the Recreation and Open Space Zoning District.[1]

CUP	Conditional Use Permit
LMC	Land Management Code
ROS	Recreation and Open Space
SLO	Sensitive Land Overlay

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

Summary

On November 6, 2023, Deer Valley Resort submitted a Conditional Use Permit application to construct:

[1] LMC § 15-2.7-2

- 4.62 miles of new ski runs.
- A new six-passenger 0.56-mile-long ski lift on Park Peak between Bald Mountain Peak and Flagstaff Peak for beginner skier access to the higher elevations of Deer Valley Resort.
- An 8,483-square-foot terminal and lift storage building.
- A 375-square-foot operator house.

On March 1, 2024, Planning staff issued a complete application notice to the Applicant.

The new ski runs, ski lift, 375-square-foot operator house, and 8,483-square-foot terminal and lift storage building are proposed to be constructed on Parcels PCA-S-98-R, PCA-S-85, PCA-S-85-D, PCA-S-81-A in the Upper Deer Valley neighborhood of the General Plan (p. 13), the Recreation and Open Space Zoning District, and the Sensitive Land Overlay. A Grant of Conservation Easement (Summit County Recorder Entry No. 643790, Exhibit O), Amendment to Grant of Conservation Easement (Ski Area) (Summit County Recorder Entry No. 994227, Exhibit L) and Deed of Conservation Easement Agreement (Summit County Recorder Entry No. 1207561, Exhibit M) are recorded for these Parcels.

These Parcels are also within the Flagstaff/Empire Pass Master Planned Development. The Flagstaff Development Agreement (pg.15) outlines the review process for Upper Deer Valley ski lifts that are part of the Deer Valley Ski Area Master Plan (Exhibit B). Ski lifts included in the Deer Valley Ski Area Master Plan require an Administrative Conditional Use Permit with Planning Director Final Action. The proposed ski lift, ski runs, 375-square-foot operator house, and 8,483-square-foot terminal and lift storage building are not in the Deer Valley Ski Area Master Plan or the Flagstaff Development Agreement and therefore require a Conditional Use Permit and Planning Commission Final Action. Land Management Code Section 15-6-8(G) establishes maintenance and storage facilities as Resort Accessory Uses that do not require the use of Unit Equivalents within a Master Planned Development.

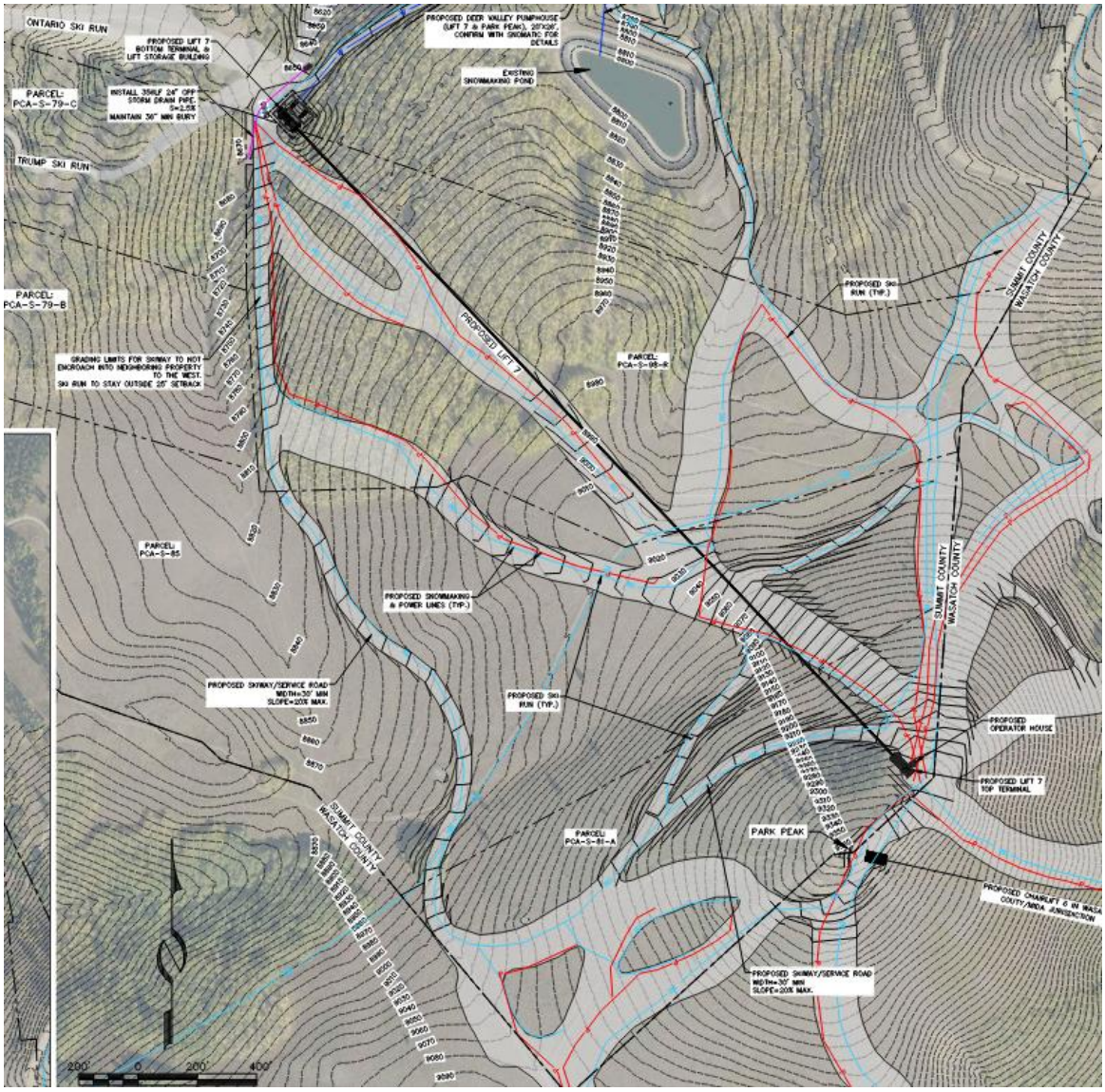


Image 1: Proposed Ski Lift 7, ski runs, operator house, and terminal and lift storage building.

Analysis

(I) The proposed ski lift, ski runs, 375-square-foot operator house, and 8,483-square-foot terminal and lift storage building comply with the Recreation and Open Space Zoning District Requirements.

LMC § 15-2.7-2(C)(8) requires Planning Commission review of a Conditional Use Permit for ski lifts and ski runs and LMC § 15-2.27-2(C)(14) requires Planning Commission review of a Conditional Use Permit for Ski-Related Accessory Buildings greater than 600 square feet proposed within the Recreation and Open Space (ROS) Zoning District.

The purpose of the ROS Zoning District is to:

1. 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,
2. permit recreational Uses and preserve recreational Open Space land,
3. encourage parks, golf courses, trails and other Compatible public or private recreational Uses,
4. preserve and enhance environmentally sensitive lands, such as wetlands, Steep Slopes, ridge lines, meadows, stream corridors, and forests, and
5. encourage sustainability, conservation, and renewable energy.[2]

The proposed ski lift, ski runs, 375-square-foot operator house, and 8,483-square-foot terminal and lift storage building provide additional recreational opportunities for residents and visitors of Park City – especially for beginner skiers.

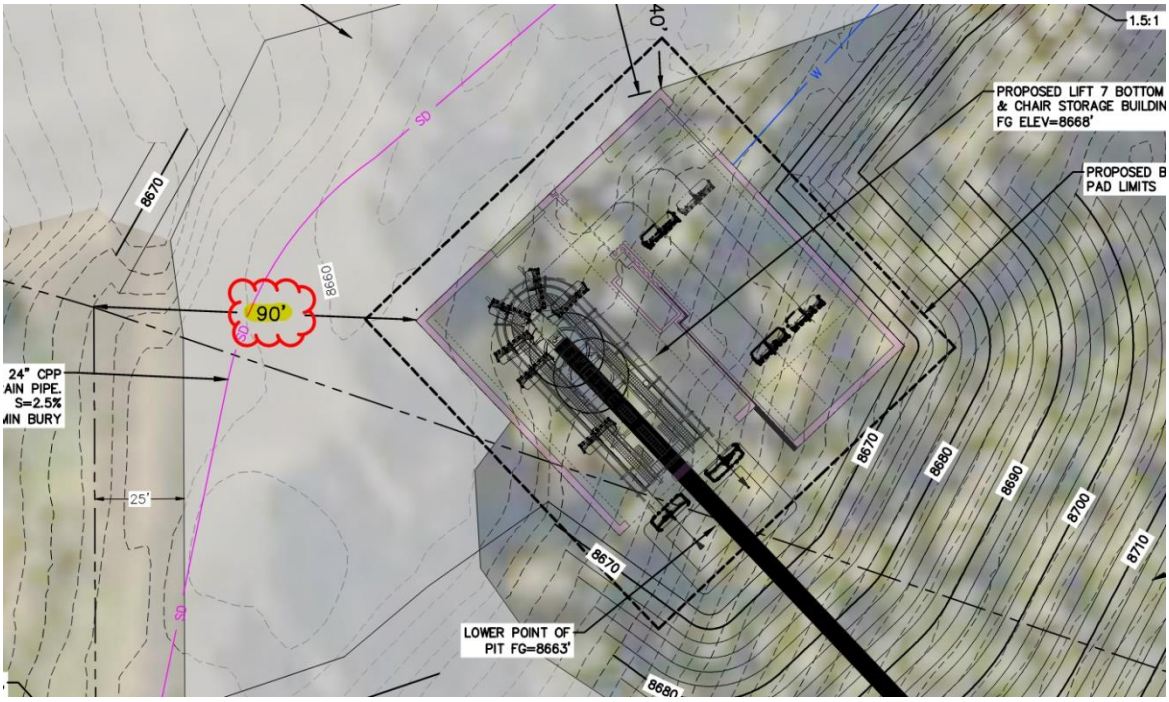
The information below outlines the ROS Zoning District Lot and Site requirements established in LMC § 15-2.7-3:

Recreation and Open Space Zoning District Setbacks

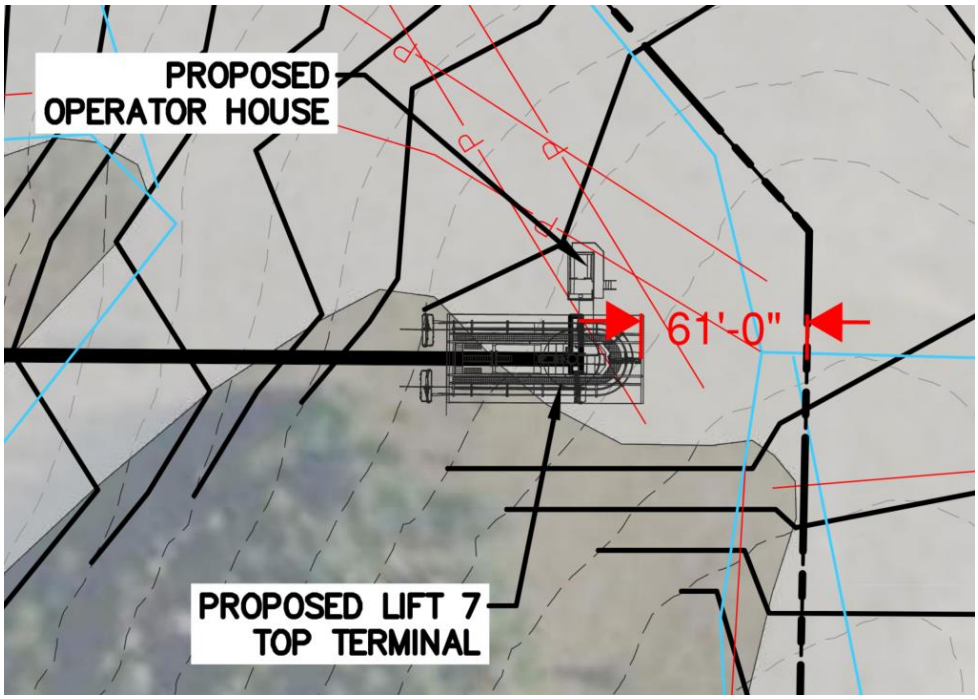
All Structures must be no less than 25 feet from the boundary line of the Lot, district, or public Right-of-Way.[3]

The ski lift, ski runs, 375-square-foot operator house, and 8,483-square-foot terminal and lift storage building are proposed to be constructed on metes-and-bounds Parcels leased by Deer Valley Resort. The ski lift bottom terminal and 8,483-square-foot terminal and lift storage building are proposed to be constructed adjacent to Parcel PCA-S-79C, which is excluded from Deer Valley Resort's lease and is under separate ownership. The ski lift bottom terminal must meet at least a 25-foot Setback from Parcel PCA-S-79-C. The Applicant exceeds this requirement and the proposed ski lift and 8,483-square-foot terminal and lift storage building are set back 90 feet from Parcel PCA-S-79-C:

[2] LMC § 15-2.7-1
[3] LMC § 15-2.7-3(A)



The top ski lift terminal and 375-square-foot operator house maintain a 61-foot Setback from the nearest property line:



Recreation and Open Space Zoning District Vegetation Protection

LMC § 15-2.7-6 requires the Applicant to protect Significant Vegetation during construction within the ROS Zoning District. Significant Vegetation includes large trees six inches in diameter or greater measured four and one-half feet above the ground, groves of smaller trees, or clumps of oak and maple covering an Area fifty square feet or more measured at the drip line.[4]

Condition of Approval 5 requires the Applicant to protect Significant Vegetation during construction. Please see the SLO analysis below regarding additional Conditions of Approval pertaining to Significant Vegetation.

Recreation and Open Space Zoning District Height

In the ROS Zoning District, no Structure may be erected to a height greater than twenty-eight feet from Existing Grade.[5]

The applicant proposes installing 10 ski lift towers.

- The ski lift towers range in height as follows:
    - Tower 1 – 19.54 feet (complies with ROS height)
    - Tower 2 – 33.01 feet (exceeds ROS height by 5.01 feet)
    - Tower 3 – 46.33 feet (exceeds ROS height by 18.33 feet)
    - Tower 4 – 52.87 feet (exceeds ROS height by 24.87 feet)
    - Tower 5 – 46.31 feet (exceeds ROS height by 18.31 feet)
    - Tower 6 – 49.59 feet (exceeds ROS height by 21.59 feet)
    - Tower 7 – 39.75 feet (exceeds ROS height by 11.75 feet)
    - Tower 8 – 46.31 feet (exceeds ROS height by 18.31 feet)
    - Tower 9 – 36.29 feet (exceeds ROS height by 8.29 feet)
    - Tower 10 – 29.72 feet (exceeds ROS height by 1.72 feet)

The bottom terminal reaches a height of approximately 22 feet from Existing Grade, and the top terminal reaches a height of approximately 24 feet from Existing Grade.

However, LMC § 15-2.7-4(A)(4) states ski lifts within the ROS Zoning District may extend above the maximum Height subject to a visual analysis and administrative approval by the Planning Director. Please see Exhibit N for the Planning Director's determination.

(II) The Planning Commission should consider whether the proposed ski lift, ski runs, 375-square-foot operator house, and 8,483-square-foot terminal and lift storage building comply with the Sensitive Land Overlay Regulations in LMC Chapter 15-2.21.

[4] LMC § 15-2.7-6
[5] LMC § 15-2.7-4

The purpose of the Sensitive Land Overlay (SLO) is to:

1. require dedicated Open Space in aesthetically and environmentally sensitive Areas,
2. encourage preservation of large expanses of Open Space and wildlife habitat,
3. cluster Development while allowing a reasonable use of Property,
4. prohibit Development on Ridge Line Areas, Steep Slopes, and wetlands, and
5. protect and preserve environmentally sensitive land.[6]

The Planning Commission should evaluate whether the proposed ski lift, ski runs, 375-square-foot operator house, and 8,483-square-foot terminal and lift storage building comply with the purpose of the SLO, especially regarding Ridge Line Area Protections.

LMC § 15-2.21-2(A) requires Applicants proposing construction within the SLO to submit a Sensitive Lands Analysis, including sensitive environmental and aesthetic Areas such as Steep Slopes, Ridge Line Areas, Crest of Hills, wetlands, Stream Corridors, Wildland interface, and wildland habitat Areas. Please review Exhibit H, the Applicant's Sensitive Lands Analysis. Additionally, LMC § 15-2.21-3(A)(3) requires a Soils Investigation Report and Geotechnical Report. The Applicant submitted a Geotechnical Investigation prepared by AGEC Applied GeoTech, dated November 17, 2023 (Exhibit I).

Sensitive Land Overlay Evaluation for Ski Area Construction and Expansion.

LMC § 15-2.21-7 establishes Sensitive Land Regulations for Ski Area Construction and Expansion within the SLO. LMC § 15-2.21-7(A) requires the following:

> *The Developer must submit a plan detailing the location, alignment, and scope of the undertaking. If the Planning Director determines that the project may have significant visual and environmental impacts, a consultation meeting will be scheduled. No Development shall occur until after the consultation meeting and any required approvals have been granted.*

Since submittal, the Applicant has modified the proposed ski lift to comply with the ROS Zoning District setbacks. Regarding visual and environmental impacts, please see the analysis below:

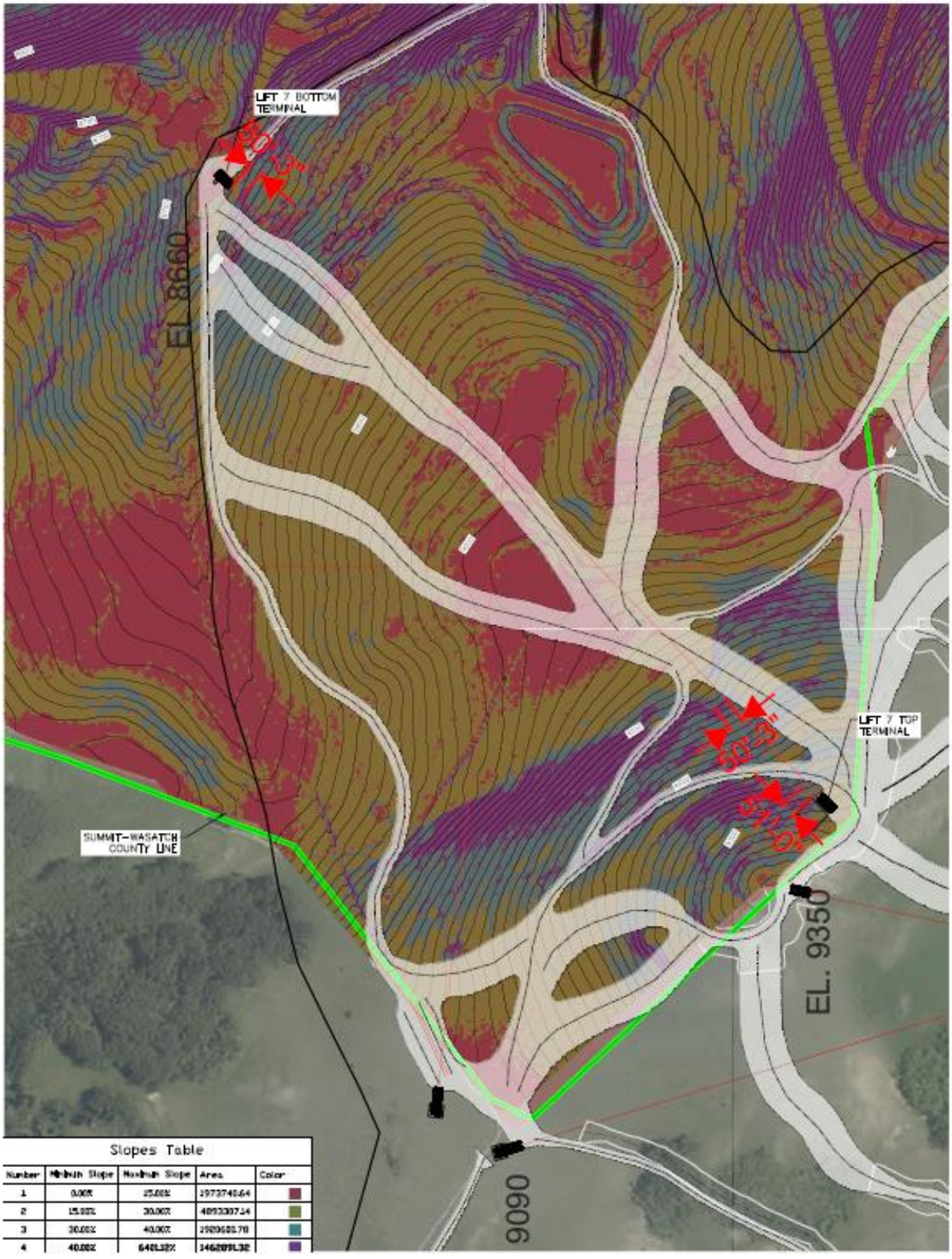
[6] LMC § 15-2.21-1

Environmental Impacts

Steep Slopes – LMC § 15-15-1 defines Very Steep Slopes as those greater than 40%. LMC § 15-2.21-4(A) prohibits Development on or within fifty feet, map distance, of Very Steep Slopes, Areas subject to land slide activity, and other high-hazard geologic Areas. An Area of Very Steep Slopes must cover a topographic Area at least twenty-five feet vertically, upslope or downslope, and fifty feet horizontally in any direction to be subject to this prohibition.[7]

The proposed ski lift does not cover a topographic Area at least twenty-five feet vertically upslope or downslope and fifty feet horizontally and is not within fifty feet of Very Steep Slopes. Please see the image below from the Applicant's Steep Slope analysis. Very Steep Slopes are shaded in purple, and staff measured a fifty-foot distance in red:

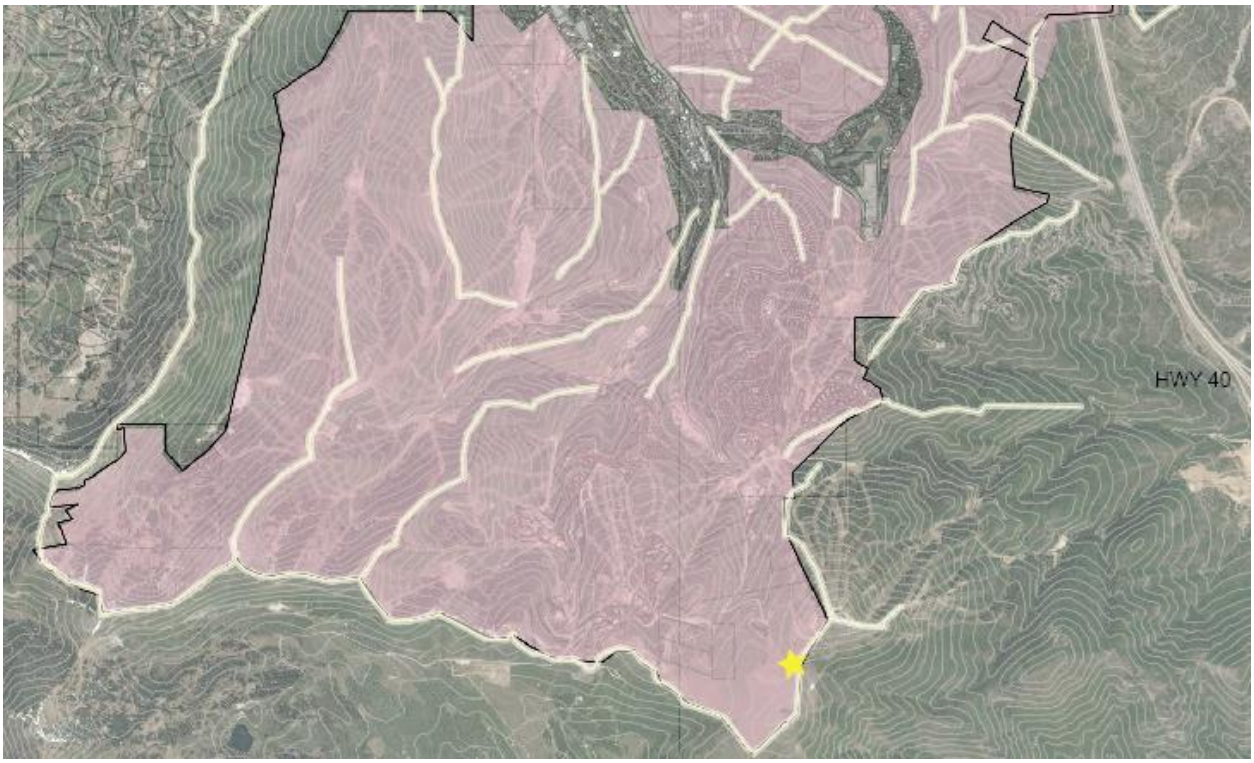
[7] LMC § 15-2.21-4


LIFT 7 BOTTOM TERMINAL
EL 8660
LIFT 7 TOP TERMINAL
SUMMIT-WASATCH COUNTY LINE
EL. 9350
9090
Slopes Table
Number
Minimum Slope
Maximum Slope
Area
Color

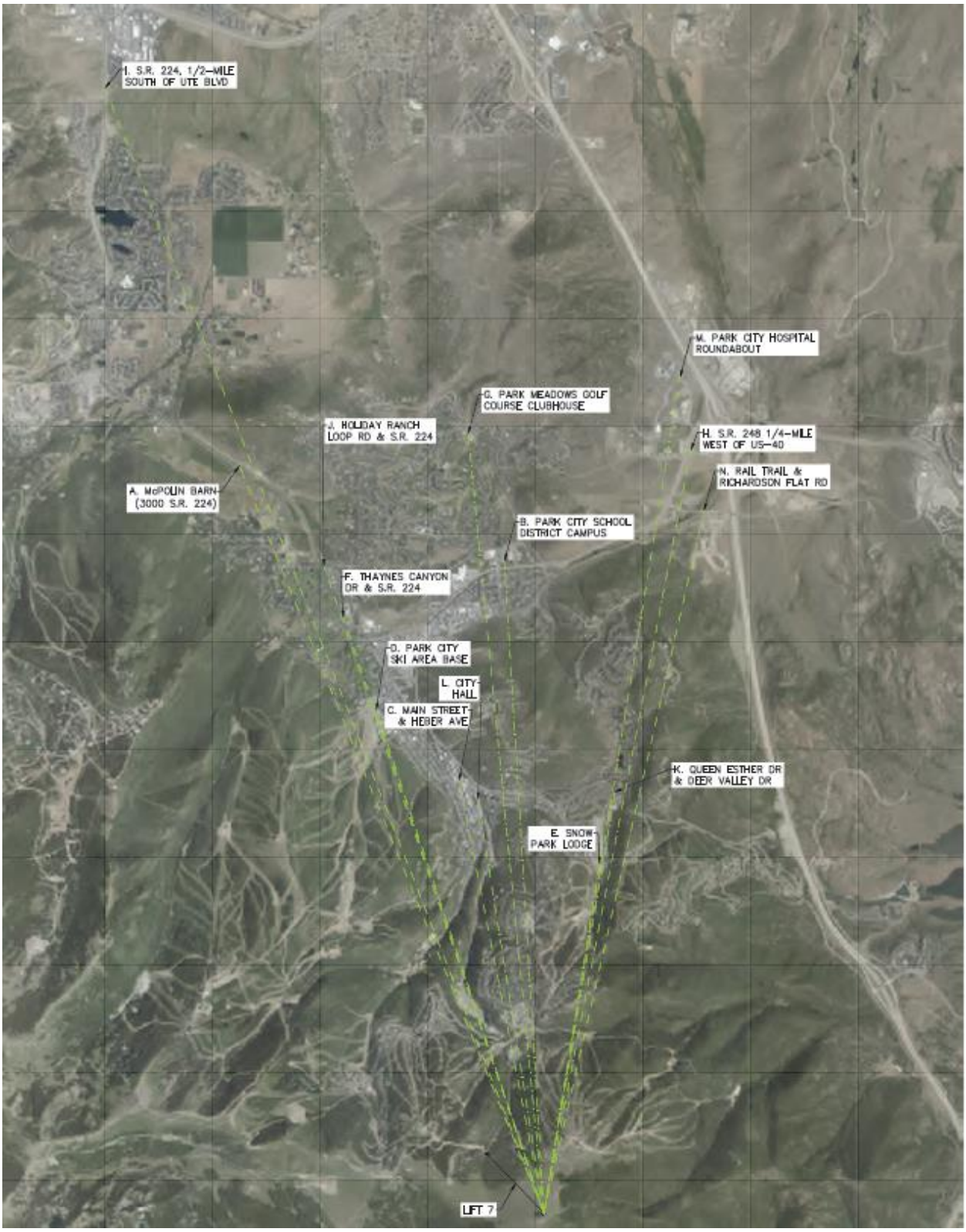
The average slope for the length of the ski lift and the proposed ski runs are between 15 and 30 percent. LMC § 15-2.21-4(B) exempts ski slopes from the limitation of a 3 to 1 slope.

Ridge Line Area Protection – LMC § 15-15-1 defines a Ridge Line Area as the top, ridge or Crest of Hill, or Slope plus the land located within one hundred fifty feet on both sides of the top, crest, or ridge. LMC § 15-2.21-5(A) states the intent of Ridge Line Area Protections within the SLO is to ensure Development blends with the natural contour of these land forms and that Development should be sited so as not to create a silhouette against the skyline or mountain backdrop as viewed from designated Vantage Points. LMC § 15-2.21-5(C) requires Ridge Line Areas to remain Open Space.

An excerpt from the City's SLO and Ridge Line Area map is included below. Staff added a yellow star to indicate the proposed ski lift top terminal, which is within a Ridge Line Area:



The Applicant's Sensitive Lands Analysis shows the proposed ski lift from the Vantage Points designated in LMC § 15-2.21-3(A)(6):


I. S.R. 224, 1/2-MILE SOUTH OF UTE BLVD
M. PARK CITY HOSPITAL ROUNDABOUT
G. PARK MEADOWS GOLF COURSE CLUBHOUSE
J. HOLIDAY RANCH LOOP RD & S.R. 224
H. S.R. 248 1/4-MILE WEST OF US-40
N. RAIL TRAIL & RICHARDSON FLAT RD
A. McPOLIN BARN (3000 S.R. 224)
B. PARK CITY SCHOOL DISTRICT CAMPUS
F. THAYNES CANYON DR & S.R. 224
D. PARK CITY SKI AREA BASE
L. CITY HALL
C. MAIN STREET & HEBER AVE
K. QUEEN ESTHER DR & DEER VALLEY DR
E. SNOW PARK LODGE
LIFT 7

For photos illustrating the proposed ski lift from each designated Vantage Point, please see Exhibit H, pgs. 8-14. The proposed ski lift is visible from one Vantage Point only. The top terminal of the ski lift will be visible from the Park Meadows Golf Course Clubhouse Vantage Point:



The Applicant's SLO states the following:

> *The top terminal of Lift 7 will be situated on the ridge line that separates Wasatch and Summit Counties at an elevation of approximately 9285'. While sitting on a ridge line, this structure will only be visible from one of the Park City's Designated Vantage Points (Vantage Point "G": Park Meadows Golf Course Clubhouse) and will not be placed directly onto the peak. Given that the proposed Lift 7 will be a vital piece of infrastructure in the terrain expansion efforts to improve the recreational opportunities and experiences offered by Deer Valley Ski Resort, it's [sic] construction shall be to great public benefit. Furthermore, there are numerous examples of existing ski area chairlifts in the Park City area that appear in greater prominence from the Designated Vantage Points than the proposed lift 7.*



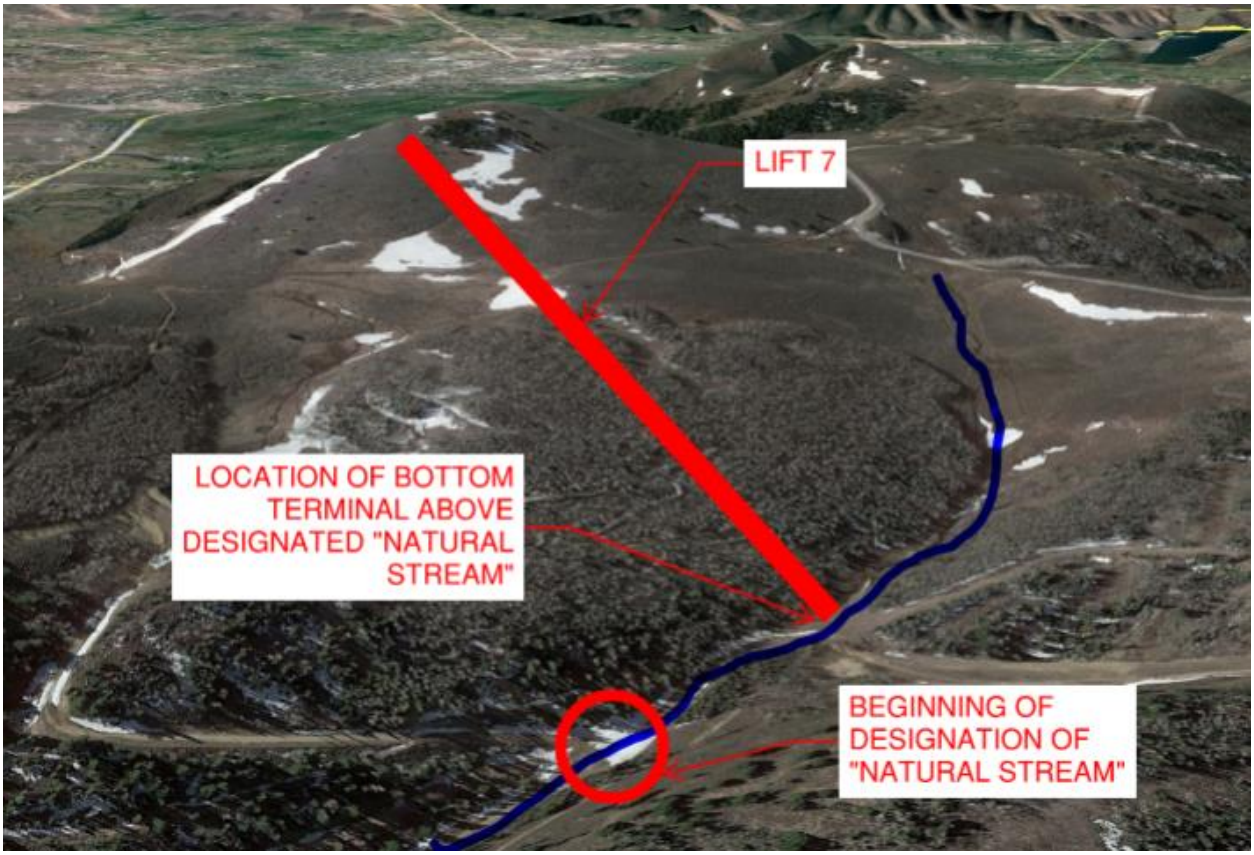
LMC § 15-2.21-7(B), Development Approvals for Ski Area Construction and Expansion within the SLO, requires the Applicant to mitigate impacts to the "Maximum Extent Feasible." LMC § 15-15-1 defines "Maximum Extent Feasible" as the maximum mitigation where no prudent, practical and feasible alternative exists to completely mitigate the adverse impact. Economic considerations may be taken into account but shall not be the overriding factor in determining "Maximum Extent Feasible."

From Vantage Points within Park City, there are ski lifts visible within Ridge Line Areas. The proposed ski lift will be minimally visible from the Park Meadows Golf Course Clubhouse Vantage Point, which is approximately four map miles north of the proposed ski lift. However, the Planning Commission may require a Condition of Approval establishing a minimum required distance from the Ridge Line Area. Staff concludes the lower placement to the left of the peak blends with the natural contour of these landforms and that Development should be sited so as not to create a silhouette to maximize mitigation.

Wetlands and Stream Protection – According to the Applicant's Sensitive Lands Analysis, the Utah Department of Environmental Quality data does not identify any wetlands within the area proposed for the ski lift and ski runs. However, the Utah Department of Environmental Quality identifies an intermittent or ephemeral stream channel (Exhibit D).

On November 6, 2023, Daren Rasmussen, an Environmental Scientist – Dam Safety & Stream Alterations with the Utah Department of Natural Resources Division of Water Rights outlined the designated stream channel as a natural stream and therefore will not require special permitting for stream alteration. Please see Exhibit D and the Applicant's

image below:



LMC § 15-2.21-6(F) establishes a minimum of fifty feet outward from the Ordinary High Water Mark in the SLO for streams. Condition of Approval 8 requires the Applicant to retain the minimum fifty-foot Setback for the natural stream.

Wildlife and Wildlife Habitat Protection – LMC § 15-2.21-8 establishes the intent of the Wildlife and Wildlife Habitat Protection to "promote, preserve, and enhance wildlife and wildlife habitat Areas in and around Park City, and to protect them from adverse effects and potentially irreversible impacts." The LMC explains further: "[i]f the Development Site contains or is within five hundred feet (500') of a natural Area or habitat Area, and the wildlife and habitat report show the existence of Sensitive or Specially Valued Species, the Development plans shall include provisions to ensure that any habitat contained in any such natural Area shall not be disturbed or diminished, and to the Maximum Extent Feasible, such habitat shall be enhanced."

Technical Report #13 from the Flagstaff Development Agreement outlines that "there are no federally listed threatened or endangered species likely to make substantive use of the Plan Area." The proposed ski lift is not located within a Sensitive Wildlife Areas as designated on Appendix B of Technical Report #13 (Exhibit K).

The Utah Division of Wildlife Resources has compiled a list of all Sensitive and Specially Valued Species in the State of Utah. The Applicant submitted analysis to show there are no Sensitive or Specially Valued species occupying or using on-Site and adjacent Areas where the proposed ski lift, ski runs, and associated facilities are proposed. Sensitive or Specially Valued Species includes Federally Threatened and Endangered Species; State of Utah Threatened and Endangered Species; State of Utah Species of Concern and animals and plants of special concern to the Park City Community as identified in the General Plan and in need of special protection. See Exhibit E for all species located in the project area.

Preserve the Natural Character of the Sensitive Lands, Revegetate, and Establish Permanent Erosion Control Measures.

LMC § 15-2.21-7(B) requires the following:

> *The Planning Director must review the proposed project and after consultation may request the Developer to prepare alternatives for consideration and to prepare a mitigation plan that modifies the project to mitigate the environmental and visual impact of the project. To the maximum extent feasible, the Developer must design the ski facilities to preserve the natural character of the Sensitive Lands. The mitigation must also address revegetation of disturbed Areas and temporary and permanent erosion control measures.*

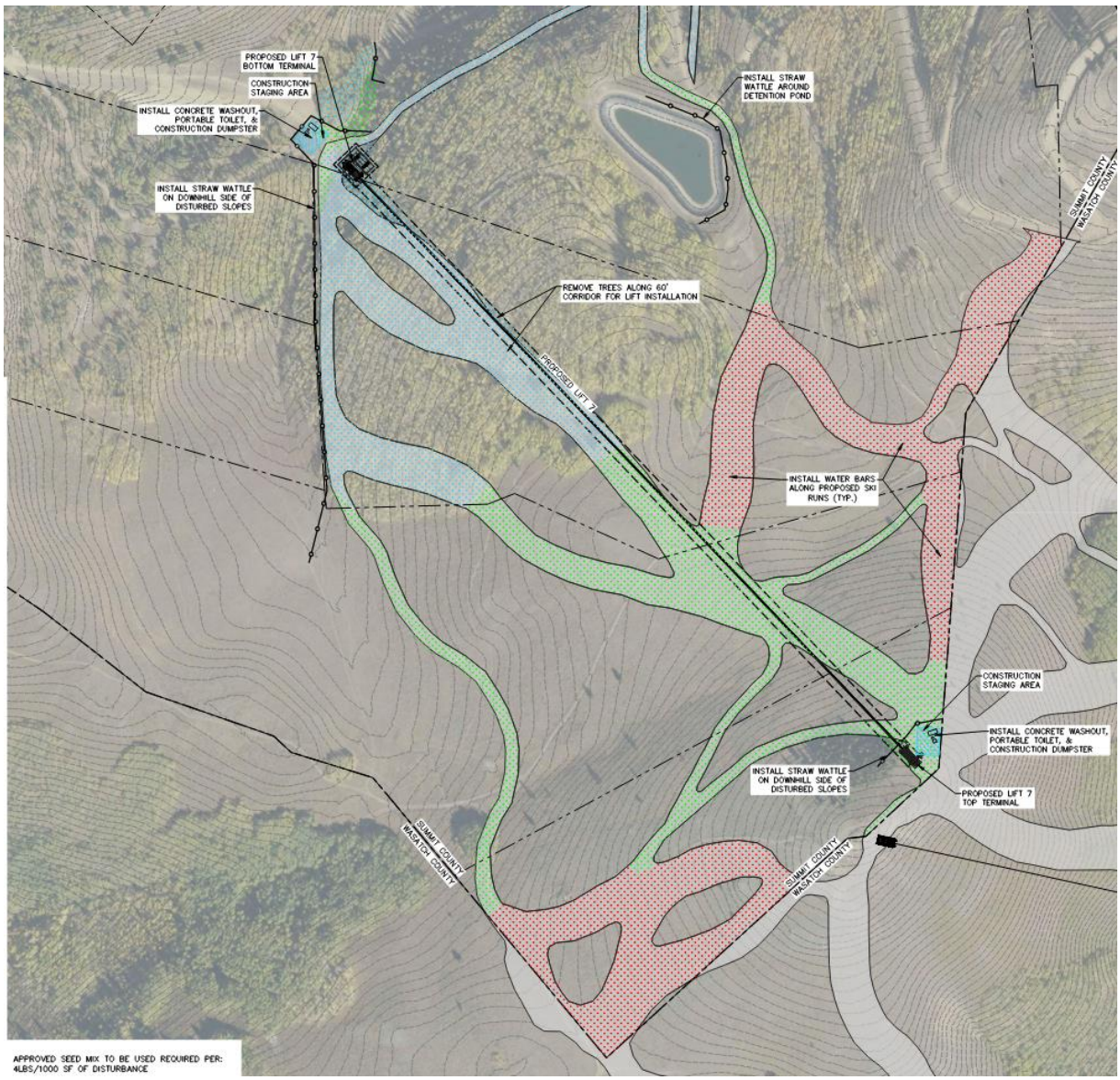
The Applicant included a vegetative cover evaluation in their Sensitive Land Analysis submittal. The vegetation identified within the area proposed for the ski lift and ski run installations includes:

Dry Meadow	**Common Name**
Geum rossii	Alpine Avens
Carex rupestris	Curly Sedge
Carex scirpoidea	Canadian Single-spike Sedge
Carex elynoides	Blackroot Sedge
Kobresia myosuroides	Mouse-Tail Bog Sedge
Deschampsia caespitosa	Tufted Hair Grass

Shrub Thicket	**Common Name**
Salix planifolia	Diamondleaf Willow
Salix Glauca	Gray Willow
Salix drummondiana	Drummonds Willow
Polygonum bistortoides	Western Bistort
Quercus gambelii	Gamble Oak
Quercus turbinella	Scrub Oak

Evergreens	**Common Name**
Pinus ponderosa	Ponderosa Pine
Pseudotsuga menziesii	Douglas Fir

The Applicant's image below shows the areas where Significant Vegetation will be removed in blue:



SKI RUN WILL MATCH EXISTING GRADING AND NO GRADING WILL TAKE PLACE. MINIMAL CLEARING AND GRUBBING DISTURBANCE WILL OCCUR IN THESE AREAS.

REMOVE TREES & EXISTING VEGETATION. REVEGETATE DISTURBED AREA W/ STOCKPILED TOPSOIL & RESORT APPROVED SEED MIX. PROVIDE STRAW EROSION CONTROL BLANKETS.

AREA WHERE SKI RUN GRADING TO OCCUR. RE-VEGETATE DISTURBED AREA W/ STOCKPILED TOPSOIL & RESORT APPROVED SEED MIX. PROVIDE STRAW EROSION CONTROL BLANKETS.

CONSTRUCTION STAGING AREA

On March 14, 2024, the Forestry Board approved the removal of Significant Vegetation with the following Condition of Approval: The Applicant is responsible for the removal of dead and dying Significant Vegetation in an area equal to the proposed area of disturbance.

Staff recommends additional Conditions of Approval regarding revegetation and erosion control measures:

- The finish surface of ski runs shall be graded with a three-foot maximum topsoil and native soils.
- The Applicant shall install erosion control blankets on all slopes steeper than 2:1.

(III) The proposal, as conditioned, complies with the Passenger Tramways and Ski Base Facilities criteria outlined in LMC § 15-4-18.

LMC § 15-4-18(B) establishes nine Conditional Use Permit criteria for Passenger Tramways and Ski Base Facilities, outlined below:

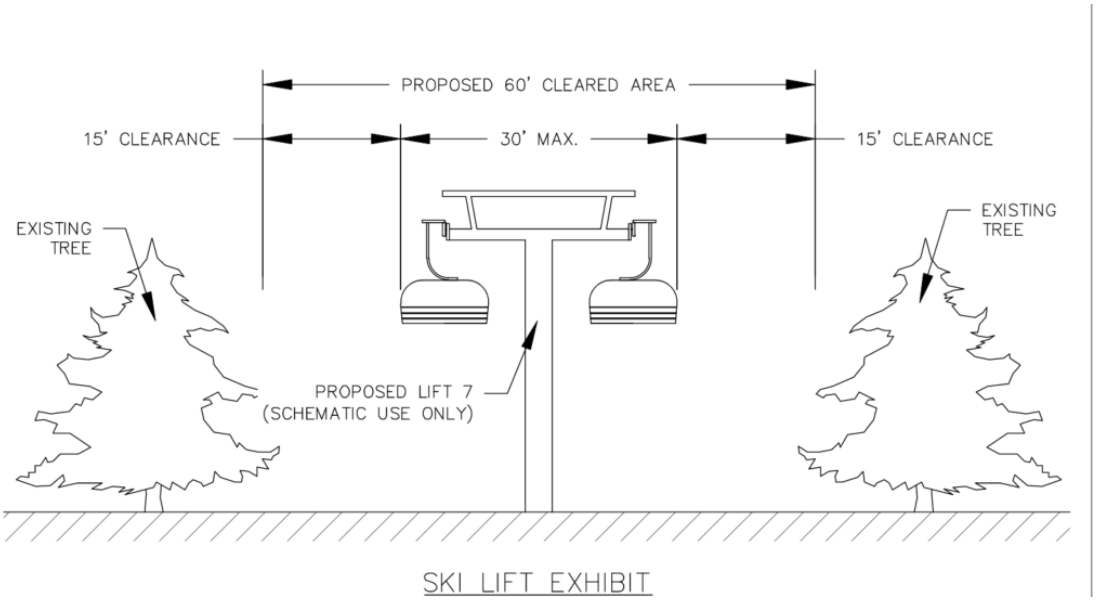
(1) Ownership – The Applicant owns or controls the Liftway necessary to construct and operate the Passenger Tramway. For the purpose of this section, ownership or control is established if the Applicant can demonstrate that he has title to the Property being crossed by the Liftway, or an easement over that Property, or options to acquire the Property or an easement or a leasehold interest in the Property, or an option to acquire a leasehold, of at least fifteen years duration.[8]

The Applicant (Deer Valley Resort Company, LLC) has an existing lease with the property owner (BLX LEASE 2 LLC) for 105 years, commencing on August 24, 2023 and expiring on August 23, 2128 (Exhibit F).

(2) Width – The Liftway shall extend a distance of at least ten feet outward from the vertical plane established by the outermost surface of the Passenger Tramway, which generally is the outside edge of the chair or passenger compartment, on each side of the tramway's course excluding base and terminal Structures. Width is computed in this manner, rather than measuring from the center line of the Passenger Tramway or the cable in order to provide a minimum clearance of ten feet on each side of the Liftway regardless of the configuration of the passenger-carrying elements.[9]

The Applicant proposes a 15-foot clearance on either side of the lift and therefore complies with this requirement.

[8] LMC § 15-4-18(B)(1)
[9] LMC § 15-4-18(B)(2)



(3) Base or Terminal Facilities – The Passenger Tramway must be constructed without the installation of base or terminal facilities within the HR-1 or HRL zones. Mid-loading and unloading points are allowed in the HR-1 and HRL zones.[10] The proposed ski lift, base terminals, and accessory structures are within the ROS Zoning District.

(4) Crossing of Public Roads – The Applicant must show that all components of the Passenger Tramway and any components of the Liftway, such as safety netting provide a minimum clearance of eighteen feet (18') over major roads and fourteen feet (14') over residential Streets. In addition, the Applicant must show compliance or the ability to comply with any safety or height restrictions, which might be imposed by any governmental agency having jurisdiction over public roads crossed by the Liftway.[11] There is no required mitigation, the proposed ski lift will not cross any public roads or ROW.

(5) Utility Clearance – The Applicant must show all portions of the Passenger Tramway including any associated safety netting constructed with it provides a minimum clearance of ten feet (10') over any wires or utility line which it crosses, and that the Applicant has complied with or has the ability to comply with safety restrictions or regulations imposed by utilities having possession or control over wires that tramway crosses over.[12] No required mitigation, the proposed ski lift, associated lift terminals, and ski runs do not cross over any existing utilities.

(6) Parking and Traffic Plans – The Applicant must present a parking, traffic, and transportation plan pertaining to the Passenger Tramway for review and approval by the

[10] LMC § 15-4-18(B)(3)
[11] LMC § 15-4-18(B)(4)
[12] LMC § 15-4-18(B)(5)

Planning Commission. The plan must address at least the following considerations: auto, bus, and pedestrian traffic, which could be generated by the Passenger Tramway, the impacts of this traffic on the adjoining landowners and the neighborhood in general, parking demand created by the Passenger Tramway and how that parking would be provided.

The traffic and parking plan may be included in the neighborhood impact analysis. The parking requirements and impacts of a Passenger Tramway will vary within the zones depending upon the location and the ability of the Applicant to make use of existing public and private parking facilities; therefore, no specific requirement has been set. The Applicant is expected to show workable means of dealing with the traffic generated by the Passenger Tramway construction and operation, including such regulations as resident parking permits, Off-Site traffic controls and facilities, or similar means for controlling traffic and minimizing Off-Site impacts on adjoining Properties.[13]

The Applicant states:

> *The proposed Ski Lift will circulate skiers on the new beginner ski runs. The new Ski Lift will not move skiers to or from any base area skier portal (current Deer Valley or expanded terrain), rather, this is a circulator Ski Lift that will move skiers within the newly created beginner terrain pod near Park Peak. Those skiers can choose to ski back to the various skier portals or other Ski Lift infrastructure. All of this is to say that no parking, traffic, or transportation plan is required because there is no direct connection between the various base area skier portals and the proposed Ski Lift infrastructure.*

While the Applicant states the new ski lift is intended for beginner skiers already at the resort, staff recommends Conditions of Approval regarding the overall parking and traffic mitigations required for the Snow Park Area. The Applicant has a pending Master Planned Development amendment application before the Planning Commission for the Snow Park parking lot development and parking and traffic evaluation will be key in the Planning Commission's review of that project. Pending Final Action on the Snow Park project, staff recommends Conditions of Approval to address parking and traffic mitigation in the meantime.

The *Deer Valley Resort Twelfth Amended and Restated Large Scale Master Planned Development Permit*, dated November 30, 2016, includes the following:

Paragraph G, Off-Street Parking:

> *If the capacity of the surface parking lots in the Snow Park Community is exceeded on 10% or more of the days during any single ski season the*

[13] LMC § 15-4-18(B)(6)

need for constructing additional parking in said area shall be reviewed by the Commission.

This provision has been included in the Deer Valley approvals since 1993 when the Seventh Development Agreement was completed. Since 1993, Deer Valley constructed temporary parking for the 2002 Winter Olympics and after the Olympics, the resort converted the additional parking area into a snowmaking pond. Click on this link to view the Deer Valley parking lots from 1993 – 2018.

Deer Valley provides parking within the Snow Park area in two ways:

- 1,340 on-site parking spaces in five lots, as approved by the Planning Commission
- Up to 142 parking spaces on Deer Valley Drive not to exceed 10% of the operating days (averaging 13 to 14 days per season), as approved by the City Council

Deer Valley exceeded parking overflow allowances during the 2018-2019 ski season. On August 14, 2019, the Planning Commission conducted a work session to discuss parking in the Snow Park area (Staff Report; Minutes, p. 4). The report includes the following:

- Surface parking lot capacity at that time provided approximately 1,250 spaces.
- During the 2018-2019 ski season there was considerable traffic and congestion.
- An average of 80 vehicles parked along Deer Valley Drive, creating conflicts with City buses and pedestrians.

As part of an August 14, 2019 work session, the Planning Commission approved an expansion of parking lot 5 to create an additional 90 parking spaces and encouraged the applicant to collaborate with the City to mitigate additional impacts. In November of 2019, the Planning Director approved an Administrative Permit for the construction of the 90 parking space addition to lot 5.

On December 19, 2019, the City Council discussed resort overflow parking on Deer Valley Drive in a work session and authorized a temporary parking program that allowed the resort up to 142 on-street parking spaces not to exceed 10% of the operating days (Staff Report, Minutes, 10). The Applicant provides reports to the City outlining compliance. As of March 8, 2024, the Applicant's last report, Deer Valley has not exceeded overflow parking days this year.

To further mitigate traffic and parking impacts in the Snow Park area, on October 5, 2023, the Transit team presented a staff communication to City Council outlining winter transit service from Richardson Flat Park & Ride to Snow Park (Staff Report). On November 1, 2023, Deer Valley entered into an agreement with the City to pay

$150,000 toward the cost of running a direct bus route from Richardson Flat Park & Ride to Snow Park during the 2023-2024 winter season. Transit service was offered from December 10, 2023 through March 30, 2024 in 20-minute intervals from 6:00 AM through 6:00 PM.

To continue parking and traffic mitigations while the Snow Park project undergoes Planning Commission review, staff recommends the following Conditions of Approval:

- Pending approval of the Snow Park Master Planned Development, the Applicant shall submit an annual report that provides an overview of overflow on-street parking to the Planning Commission no later than May 31. The Planning Commission retains authority to add Conditions of Approval if future traffic and parking mitigation is required.
- The annual report and Planning Commission review shall continue until the Transportation Demand Management and Parking Management Plan are updated, reviewed, and approved by the Planning Commission through the Snow Park Master Planned Development amendment, or other Planning Commission approval. If Deer Valley fails to secure off-site parking and winter bus service prior to the 2024-2025 ski season and on an annual basis, Deer Valley shall obtain Planning Commission approval for an amendment their Parking Management Plan pursuant to Paragraph G of the Deer Valley Resort Twelfth Amended and Restated Large Scale Master Planned Development Permit, dated November 30, 2016.

(7) Liftway Setback – The minimum Setback between the outermost surface of Structure of the Liftway and any existing dwelling shall be ten feet, in addition to the width of the Liftway itself. This Setback may be waived with the written consent of the Owner of the affected dwelling, which consent shall be in a form suitable for recording with the County Recorder.[14]

There are no existing dwellings or Structures within the proposed Liftway. The nearest Structure is approximately 0.35 miles away from the bottom terminal and lift storage building. The nearest Structure is approximately 0.5 miles away from the top terminal.

(8) State Regulation – Any Passenger Tramway constructed under a Conditional Use permit is subject to safety regulation by the Passenger Tramway Safety Committee of the State Department of Transportation. The Applicant is expected to involve the State in the planning process to the extent necessary to inform the Commission of State requirements in order to avoid the imposition of inconsistent requirements by the State and the Planning Commission.[15]

Condition of Approval 4 requires the Applicant to work with the Tramway Board for final approval consistent with the standard state review authority review process.

[14] LMC § 15-4-18(B)(7)
[15] LMC § 15-4-18(B)(8)

(9) Public Purpose Served – The Planning Commission must find that the construction and operation of the tramway serves the overall community interest by accomplishing or furthering community goals such as reducing traffic congestion and volume between the downtown Area and the base facilities of the ski resorts, mitigating the demand for, parking in the Historic District, and that adequate controls on noise, mechanical equipment, smoking and safety aspects of the tramway have been provided to mitigate the effects of the Passenger Tramway on adjoining Properties.[16]

According to the Applicant:

> *The initiative aligns seamlessly with the objectives outlined in the Park City General Plan (2014). Specifically, it contributes to Objective 10A, aimed at enhancing the competitiveness of Park City as a world-class, multi-season destination resort community through the expansion of year-round recreational events. Furthermore, it supports Objective 11A, emphasizing the importance of allowing primary resorts to evolve within the tourism industry, thus ensuring sustained relevance and attractiveness to visitors.*
>
> *Finally, as per Section K of the 12th Amended and Restated Large Scale Master Planned Development Permit dated November 30, 2016, access to Lift 7 remains accessible to all users of the resort, further underlining its inclusive and community-oriented nature. This underscores Deer Valley's commitment to providing enhanced recreational opportunities while maintaining alignment with established regulatory frameworks and long-term development objectives.*

Additional factors outlined in LMC § 15-4-18 for the Planning Commission to evaluate as part of a Conditional Use Permit for ski lifts and ski runs include the following:

Status of Land Within Liftway – Owners of Lots or other land, which is burdened by the easement for the Liftway are entitled to count the land within the Liftway for calculation of open space for improvement of that Property. Normal Setback and Side Yard requirements apply from the Lot Line or Property boundary. There are no other property owners who will be affected by the proposed Liftway.

Structures Within Liftway – Structures may be constructed within the Liftway, subject to the terms of the easement agreement between the Lot Owner and the owner of the Liftway. No Structures are proposed to be constructed within the Liftway.

Preservation of Historic Structures – It is the policy of the City to protect and preserve Historic Structures within the City. The Applicant for the Passenger Tramway

[16] LMC § 15-4-18(B)(9)

must provide a study, which catalogues any Structures within the Liftway easement and identifies their Historic value and indicates whether the Structure will be removed to accommodate the tram. There are no Historic Structures or Historic Mine Sites within the proposed project area (Exhibit G).

(IV) The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E).

There are certain Uses that, because of unique characteristics or potential impacts on the municipality, surrounding neighbors, or adjacent land Uses, may not be Compatible in some Areas or may be Compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

The Planning Commission shall approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards. The Planning Commission may deny the Conditional Use if the proposed Use cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with applicable standards. LMC § 15-1-10.

CUP Review Criteria	**Analysis of Proposal**
Size and Location of the Site	**No Recommended Mitigations** The proposed ski lift, ski runs, 375-square-foot operator house, and 8,483-square-foot terminal and lift storage building are located within the existing Deer Valley Resort ski area and will increase beginner ski terrain on the upper portion of the mountain. The proposed lift is similar in size and dimensions of the exiting lifts in the resort and is in an appropriate location on the mountain to connect to the future Deer Valley East Village expansion area. The proposed lift will help distribute skiers on the mountain.
Traffic	**Recommended Conditions of Approval** The City's adopted Traffic Impact Study Guidelines require a Traffic Impact Study when a land use generates 25 or more net new vehicle trips during the weekday AM or PM peak hour. The Applicant states: "The proposed ski sift will circulate skiers on the new beginner ski runs. The new ski lift will not move skiers to or from any base area skier portal (current Deer Valley or expanded terrain), rather, this is a circulator Ski Lift that will move skiers within the newly created beginner terrain pod near Park Peak. Those skiers can choose to ski back to the various skier portals or other Ski Lift infrastructure. All of this is to say that no parking, traffic, or transportation plan is required because there is

	no direct connection between the various base area skier portals and the proposed Ski Lift infrastructure." Please see staff's recommended Conditions of Approval regarding traffic and parking mitigations pending the Planning Commission's review and decision on the Snow Park Master Planned Development on page 22 of this report.
Utility Capacity	**Recommended Conditions of Approval** As part of the ski improvements, the Applicant proposes installing a snowmaking line and power line. Staff recommends Conditions of Approval 8 and 9: • The finish surface of ski runs shall be graded with a three-foot maximum topsoil and native soils. • The Applicant shall install erosion control blankets on all slopes steeper than 2:1. The proposed ski lift, associated lift terminals, and ski runs do not cross existing utilities. The Development Review Committee reviewed the Application on December 5, 2023, and does not require additional Conditions of Approval.
Emergency Vehicle Access	**No Mitigation Recommended** The Park City Fire District reviewed this Application on December 5, 2023, and confirmed the proposal conforms with their requirements.
Parking	**Recommended Conditions of Approval** LMC § 15-3-6 "Parking Ratio Requirements For Specific Land Use Categories" does not outline specific Off-Street Parking requirements for ski lifts. Parking for Deer Valley resort is regulated by the Twelfth Amended and Restated Large Scale Master Planned Development Permit. The Deer Valley MPD Permit states the following: "Parking required with relation to each portion of the Project shall be based upon Code as in effect at the time application for a building permit for such portion of the Project as is filed with City. Parking for each separate development parcel in the Project shall be determined in accordance with the Code at the time of application for Conditional Use approval. Any additional parking shall not encroach into zoned open space." The MPD continues: "If the capacity of the surface parking lots in the

	Snow Park Community is exceeded on 10% or more of the days during any single ski season, the need for construction additional parking in said area shall be reviewed by the Commission." The Applicant stated: *The proposed Ski Lift will circulate skiers on the new beginner ski runs. The new Ski Lift will not move skiers to or from any base area skier portal (current Deer Valley or expanded terrain), rather, this is a circulator Ski Lift that will move skiers within the newly created beginner terrain pod near Park Peak. Those skiers can choose to ski back to the various skier portals or other Ski Lift infrastructure. All of this is to say that no parking, traffic, or transportation plan is required because there is no direct connection between the various base area skier portals and the proposed Ski Lift infrastructure.* Please see staff's analysis and recommended Conditions of Approval on page 22 of this report.
Internal Vehicular and Pedestrian Circulation System	**No Mitigation Recommended** The proposed ski lift will help improve the circulation and distribution of beginner skiers throughout the resort. The proposed location of the lift located between Flagstaff Mountain and Bald Mountain gives beginner skiers additional area on the mountain to ski. The additional 4.62 miles of ski run helps distribute the number of skiers on the mountain.
Fencing, Screening, and Landscaping	**Recommended Condition of Approval** The Applicant is responsible for the removal of dead and dying Significant Vegetation in an area equal to the proposed area of disturbance.
Building Mass, Bulk, and Orientation	**Complies** The proposed ski lift, 8,483-square-foot terminal and lift storage building, and 375-square-foot operator house are appropriate in size and scale and are not visible from most designated Vantage Points. The top terminal will be visible from one designated Vantage Point, the Park Meadows Golf Clubhouse, which is four map miles north of the proposed lift installation. The Structures comply with the ROS Zoning District Height and Setbacks. The Planning Director determined the ski lift towers may exceed ROS Zoning District Height pursuant to LMC § 15-2.7-4(A)(4) pending Planning Commission approval of this Conditional Use Permit (Exhibit N).

Useable Open Space	**No Mitigation Recommended** The proposed ski lift will increase the amount of recreational open space for beginner skiers at Deer Valley Resort.
Signs and Lighting	**Recommended Condition of Approval** The lights proposed for the ski lift are emergency lights and utility lighting that is consistent with current ski lift infrastructure. Condition of Approval 6 states that all Outdoor Lighting must be down-directed, fully shielded, with bulbs 3,000 degrees Kelvin or less. A fully shielded light is installed in such a manner that all light emitted either directly from the bulb, or indirectly by reflection or refraction, is below the horizontal plane through the fixture's lowest light-emitting part. The top and sides of a Fully Shielded fixture are made of completely opaque material such that light only escapes through the bottom of the fixture. Final lighting details shall show compliance with this condition and shall be reviewed by the Planning Staff prior to installation. No signs are proposed or approved as part of this CUP Application.
Physical Design and Compatibility with Surrounding Structures	**No Mitigation Recommended** The proposed ski lift will be similar in design to the existing ski lifts in Deer Valley Resort. The proposed lift will be 0.56 miles long and the towers will range in height from 19 feet to 52 feet. The lift will be manufactured by Doppelmayr. The proposed materials for the ski lift will be constructed with materials similar to other standard ski lifts across the resort and painted with colors to match the existing Deer Valley ski lifts. The ski lift towers will be constructed of steel and painted green consistent with the existing Deer Valley lift towers. The bottom and top terminals will be of the same aesthetic as the existing Deer Valley lift terminals.
Noise, Vibration, Odors, Steam, or Other Mechanical Factors	**Recommended Condition of Approval** The proposed ski lift will be 70 to 80 decibels, typical for ski lifts. Operation of the ski lift shall comply with the City Noise Ordinance in the Municipal Code of Park City Chapter 6-3. See Condition of Approval 7. The ski lift bottom terminal and 8,483-square-foot terminal and lift storage building are proposed to be constructed adjacent to Parcel PCA-S-79C, which is excluded from Deer Valley Resort's lease and is under separate ownership. The ski lift bottom terminal

	must meet at least a 25-foot Setback from Parcel PCA-S-79-C. The Applicant exceeds this requirement and the proposed ski lift and 8,483-square-foot terminal and lift storage building are set back 90 feet from Parcel PCA-S-79-C.
Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas	**Recommended Condition of Approval** There is an existing service road through Ontario Canyon that will serve as access for the construction of the new lift. Staff recommends Condition of Approval 11: The Applicant is responsible for providing trash and recycling areas during construction and operation of the ski lift. The construction site must be maintained in a neat manner. Trash and other debris may not accumulate outside the construction dumpster. The construction site shall be cleaned prior to the end of each workday.
Expected Ownership and management of the project	**No Mitigation Recommended** The parcels are owned by BLX Lease, LLC and BLX Lease 2, LLC and are leased by Deer Valley Resort. BLX Lease has given written permission for the construction of the proposed ski lift. The Applicant (Deer Valley Resort Company, LLC) has an existing lease with the property owner for 105 years, commencing on August 24, 2023, and expiring on August 23, 2128 (Exhibit F).
Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site	**Recommended Conditions of Approval** See above sections for analysis of Steep Slopes. The Sustainability Department reviewed the proposal on March 6, 2024, and confirmed the project area is not within the Park City Soils Ordinance. The proposed ski lift does not cover a topographic Area at least twenty-five feet vertically upslope or downslope and fifty feet horizontally and is not within fifty feet of Very Steep Slopes. The average slope for the length of the ski lift and the proposed ski runs are between 15 and 30 percent. LMC § 15-2.21-4(B) exempts ski slopes from the limitation of a 3 to 1 slope. Staff recommends two Conditions of Approval: • The finish surface of ski runs shall be graded with a three-foot maximum topsoil and native soils. • The Applicant shall install erosion control blankets on all slopes steeper than 2:1.

Reviewed for consistency with the goals and objectives of the Park City General Plan	**No Mitigation Recommended** The proposed ski lift, ski runs, 8,483-square-foot terminal and lift storage building, and 375-square-foot operator house are proposed to be installed within the Upper Deer Valley neighborhood and align with Goals 9, 10, and 11 outlined in the Park City General Plan. The General Plan identifies the Upper Deer Valley Neighborhood as a home to resort-oriented development, surrounded by open space. Goal 9 of the Geneal Plan states: "Park City will continue to provide unparallel parks and recreation opportunities for residents and visitors." Goal 10 of the General Plan is to "provide world-class recreation and public infrastructure to host local, regional, national, and international events that further Park City's role as a world-class, multi-seasonal destination resort while maintaining a balance with our sense of community." Objective 10A of the General Plan is to "remain competitive as a world-class, multi-season, destination resort community by increasing year-round recreation events and demand for resort support services, such as hotels and restaurants." Objective 10A of the General Plan is to "remain competitive as a world-class, multi-season, destination resort community by increasing year-round recreation events and demand for resort support services, such as hotels and restaurants." Goal 11 of the General Plan is to "Support the continued success of the multi-seasonal tourism economy while preserving the community character that adds to the visitor experience." Objective 11A of the General Plan states the "vibrancy of Park City's resorts is essential to the success of resort support businesses. The City must provide flexibility to allow the primary resorts to evolve with the tourism industry, increase occupancy rates year round, and create more demand for the resort support industries throughout the City."

(V) The Development Review Committee reviewed the proposal on December 5, 2023, and does not require additional Conditions of Approval.[17]

[17] 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).

Department Review
The Planning Department, Executive Department, and City Attorney's Office reviewed this report.

Notice
Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on March 27, 2024. Staff mailed courtesy notice to property owners within 300 feet on March 27, 2024. The *Park Record* published courtesy notice on March 27, 2024.[18]

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

Alternatives
- The Planning Commission may approve the Conditional Use Permit;
- The Planning Commission may deny the Conditional Use Permit and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion to a date certain.

Exhibits
Exhibit A: Draft Final Action Letter
Exhibit B: Deer Valley Ski Area Master Plan
Exhibit C: Proposed Plans
Exhibit D: Utah Division of Water Rights Stream Corridor Determination
Exhibit E: Wildlife Habitat
Exhibit F: Memo Of Lease
Exhibit G: Historic Structures Map
Exhibit H: Sensitive Lands Analysis
Exhibit I: Geotechnical Report
Exhibit J: Applicant's Narrative
Exhibit K: Technical Report #13 Wildlife Management Plan
Exhibit L: Grant of Conservation Easement
Exhibit M: Deed of Conservation Easement
Exhibit N: Planning Director Height Determination
Exhibit O: Grant of Conservation Easement

[18] LMC § 15-1-21

Planning Department

April 10, 2024

Deer Valley Resort
2250 Deer Valley Drive South
Park City, Utah 84060

CC: Hannah Tyler

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	Parcels PCA-S-98-R, PCA-S-85, PCA-S-85-D, PCA- S-81-A
Zoning District:	Recreation Open Space and Sensitive Land Overlay
Application:	Conditional Use Permit
Project Number:	PL-23-05938
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	April 10, 2024
Project Summary:	The Applicant proposes to install a new ski lift (Lift 7), a 375-square-foot operator house, an 8,483-square-foot lift storage building, and 4.62 miles of new ski runs in the Recreation and Open Space Zoning District and Sensitive Land Overlay.

Action Taken
On April 10, 2024, the Planning Commission conducted a public hearing and approved the new ski lift (Lift 7), a 375-square-foot operator house, 8,483-square-foot lift storage building, and 4.62 miles of new ski runs according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Site includes Parcels PCA-S-98-R, PCA-S-85, PCA-S-85-D, and PCA-S-81-A and is within the Recreation and Open Space (ROS) Zoning District

and Sensitive Land Overlay (SLO).

2. The new ski runs, ski lift, 375-square-foot operator house, and 8,483-square-foot terminal and lift storage building are proposed to be constructed on Parcels PCA-S-98-R, PCA-S-85, PCA-S-85-D, and PCA-S-81-A in the Upper Deer Valley neighborhood of the General Plan, the Recreation and Open Space Zoning District, and the Sensitive Land Overlay.
3. A Grant of Conservation Easement, Amendment to Grant of Conservation Easement (Ski Area), and Deed of Conservation Easement Agreement are recorded for these Parcels.
4. Parcels PCA-S-98-R, PCA-S-85, PCA-S-85-D, and PCA-S-81-A are within the Flagstaff/Empire Pass Development Agreement.
5. Ski lifts included in the Flagstaff/Empire Pass Development Agreement Deer Valley Ski Area Master Plan require an Administrative Conditional Use Permit with Planning Director Final Action.
6. The proposed ski lift and ski runs are not in the Deer Valley Ski Area Master Plan and therefore require a Conditional Use Permit and Planning Commission Final Action pursuant to Land Management Code (LMC) § 15-2.7-2(C)(8).
7. The proposed 375-square-foot operator house, and 8,483-square-foot terminal and lift storage building require Planning Commission review of a Conditional Use Permit pursuant to LMC § 15-2.27-2(C)(14) for Ski-Related Accessory Buildings greater than 600 square feet proposed within the ROS Zoning District.
8. The Applicant proposes constructing approximately 4.62 miles of ski runs.
9. The Applicant proposes the ski lift and ski runs to increase beginner ski terrain at the resort.
10. On March 1, 2024, Planning staff issued a complete application notice to the Applicant for the Conditional Use Permit.
11. The application as conditioned complies with LMC Chapter 15-2.7 ROS Zoning District as follows:
    a. The proposed ski lift, ski runs, 375-square-foot operator house, and 8,483-square-foot terminal and lift storage building provide additional recreational opportunities for residents and visitors of Park City – especially for beginner skiers.

    b. Setbacks
        i. The ski lift, ski runs, 375-square-foot operator house, and 8,483-square-foot terminal and lift storage building are proposed to be

constructed on metes-and-bounds Parcels leased by Deer Valley Resort.

ii. The ski lift bottom terminal and 8,483-square-foot terminal and lift storage building are proposed to be constructed adjacent to Parcel PCA-S-79C, which is excluded from Deer Valley Resort's lease and is under separate ownership.

iii. The ski lift bottom terminal must meet at least a 25-foot Setback from Parcel PCA-S-79-C. The Applicant exceeds this requirement and the proposed ski lift and 8,483-square-foot terminal and lift storage building are set back 90 feet from Parcel PCA-S-79-C.

iv. The top ski lift terminal and 375-square-foot operator house maintain a 61-foot Setback from the nearest property line.

c. Vegetation Protection

i. LMC § 15-2.7-6 requires the Applicant to protect Significant Vegetation during construction within the ROS Zoning District. Significant Vegetation includes large trees six inches in diameter or greater measured four and one-half feet above the ground, groves of smaller trees, or clumps of oak and maple covering an Area fifty square feet or more measured at the drip line.

d. ROS Zoning District Height

i. In the ROS Zoning District, no Structure may be erected to a height greater than twenty-eight feet from Existing Grade.

ii. The applicant proposes installing 10 ski lift towers.

iii. The ski lift towers range in height as follows:

- Tower 1 – 19.54 feet (complies with ROS height).
- Tower 2 – 33.01 feet (exceeds ROS height by 5.01 feet).
- Tower 3 – 46.33 feet (exceeds ROS height by 18.33 feet).
- Tower 4 – 52.87 feet (exceeds ROS height by 24.87 feet).
- Tower 5 – 46.31 feet (exceeds ROS height by 18.31 feet).
- Tower 6 – 49.59 feet (exceeds ROS height by 21.59 feet).
- Tower 7 – 39.75 feet (exceeds ROS height by 11.75 feet).
- Tower 8 – 46.31 feet (exceeds ROS height by 18.31

feet).

- Tower 9 – 36.29 feet (exceeds ROS height by 8.29 feet). Tower 10 – 29.72 feet (exceeds ROS height by 1.72 feet).

iv. The bottom terminal reaches a height of approximately 22 feet from Existing Grade, and the top terminal reaches a height of approximately 24 feet from Existing Grade.

v. LMC § 15-2.7-4(A)(4) states ski lifts within the ROS Zoning District may extend above the maximum Height subject to a visual analysis and administrative approval by the Planning Director.

vi. On March 29, 2024, the Planning Director approved the proposed lift tower heights, pending Planning Commission approval of the top terminal and Lift Tower 10 within a Ridge Line Area.

12. The application as conditioned complies with LMC Chapter 15-2.21 SLO:

a. LMC § 15-2.21-2(A) requires Applicants proposing construction within the SLO to submit a Sensitive Lands Analysis, including sensitive environmental and aesthetic Areas such as Steep Slopes, Ridge Line Areas, Crest of Hills, wetlands, Stream Corridors, Wildland interface, and wildland habitat Areas. The Applicant submitted a Sensitive Lands Analysis prepared by Alliance Engineering.

b. Additionally, LMC § 15-2.21-3(A)(3) requires a Soils Investigation Report and Geotechnical Report. The Applicant submitted a Geotechnical Investigation prepared by AGEC Applied GeoTech, dated November 17, 2023.

c. Sensitive Land Overlay Evaluation for Ski Area Construction and Expansion:

i. LMC § 15-2.21-7 establishes Sensitive Land Regulations for Ski Area Construction and Expansion within the SLO. LMC § 15-2.21-7(A) requires the following: “The Developer must submit a plan detailing the location, alignment, and scope of the undertaking. If the Planning Director determines that the project may have significant visual and environmental impacts, a consultation meeting will be scheduled. No Development shall occur until after the consultation meeting

and any required approvals have been granted."

ii. Since submittal, the Applicant has modified the proposed ski lift to comply with the ROS Zoning District setbacks.

d. Steep Slopes: The proposed ski lift does not cover a topographic Area at least twenty-five feet vertically upslope or downslope and fifty feet horizontally and is not within fifty feet of Very Steep Slopes. The average slope for the length of the ski lift and the proposed ski runs are between 15 and 30 percent. LMC § 15-2.21-4(B) exempts ski slopes from the limitation of a 3 to 1 slope.

e. Ridge Line Area Protection:

i. The Applicant's Sensitive Lands Analysis shows the proposed ski lift from the Vantage Points designated in LMC § 15-2.21-3(A)(6). The proposed ski lift is visible from one Vantage Point only. The top terminal of the ski lift will be visible from the Park Meadows Golf Course Clubhouse Vantage Point.

ii. The Applicant states: "The top terminal of Lift 7 will be situated on the ridge line that separates Wasatch and Summit Counties at an elevation of approximately 9285'. While sitting on a ridge line, this structure will only be visible from one of the Park City's Designated Vantage Points (Vantage Point "G": Park Meadows Golf Course Clubhouse) and will not be placed directly onto the peak. Given that the proposed Lift 7 will be a vital piece of infrastructure in the terrain expansion efforts to improve the recreational opportunities and experiences offered by Deer Valley Ski Resort, it's [sic] construction shall be to great public benefit. Furthermore, there are numerous examples of existing ski area chairlifts in the Park City area that appear in greater prominence from the Designated Vantage Points than the proposed lift 7."

iii. LMC § 15-2.21-7(B), Development Approvals for Ski Area Construction and Expansion within the SLO, requires the Applicant to mitigate impacts to the "Maximum Extent Feasible." LMC § 15-15-1 defines "Maximum Extent Feasible" as the maximum mitigation where no prudent, practical and

feasible alternative exists to completely mitigate the adverse impact. Economic considerations may be taken into account but shall not be the overriding factor in determining "Maximum Extent Feasible."

iv. From Vantage Points within Park City, there are ski lifts visible within Ridge Line Areas. The proposed ski lift will be minimally visible from the Park Meadows Golf Course Clubhouse Vantage Point, which is approximately four map miles north of the proposed ski lift. However, the Planning Commission may require a Condition of Approval establishing a minimum required distance from the Ridge Line Area.

f. Wetlands and Stream Protection

i. According to the Applicant's Sensitive Lands Analysis, the Utah Department of Environmental Quality data does not identify any wetlands within the area proposed for the ski lift and ski runs. However, the Utah Department of Environmental Quality identifies an intermittent or ephemeral stream channel.

ii. On November 6, 2023, Daren Rasmussen, an Environmental Scientist – Dam Safety & Stream Alterations with the Utah Department of Natural Resources Division of Water Rights outlines the designated stream channel as a natural stream and therefore will not require special permitting for stream alteration.

iii. LMC § 15-2.21-6(F) establishes a minimum of fifty feet outward from the Ordinary High Water Mark in the SLO for streams

g. Wildlife and Wildlife Habitat Protection

i. LMC § 15-2.21-8 establishes the intent of the Wildlife and Wildlife Habitat Protection to "promote, preserve, and enhance wildlife and wildlife habitat Areas in and around Park City, and to protect them from adverse effects and potentially irreversible impacts." The LMC explains further: "If the Development Site contains or is within five hundred feet (500') of a natural Area or habitat Area, and the wildlife and

habitat report show the existence of Sensitive or Specially Valued Species, the Development plans shall include provisions to ensure that any habitat contained in any such natural Area shall not be disturbed or diminished, and to the Maximum Extent Feasible, such habitat shall be enhanced."

ii. Technical Report #13 from the Flagstaff Development Agreement outlines that "there are no federally listed threatened or endangered species likely to make substantive use of the Plan Area." The proposed ski lift is not located within a Sensitive Wildlife Areas as designated on Appendix B of Technical Report #13.

iii. The Utah Division of Wildlife Resources has compiled a list of all Sensitive and Specially Valued Species in the State of Utah. The Applicant submitted analysis to show there are no Sensitive or Specially Valued species occupying or using on-Site and adjacent Areas where the proposed ski lift, ski runs, and associated facilities are proposed. Sensitive or Specially Valued Species includes Federally Threatened and Endangered Species; State of Utah Threatened and Endangered Species; State of Utah Species of Concern and animals and plants of special concern to the Park City Community as identified in the General Plan and in need of special protection.

h. Preserve the Natural Character of the Sensitive Lands, Revegetate, and Establish Permanent Erosion Control Measures.

i. The Applicant included a vegetative cover evaluation in their Sensitive Land Analysis submittal.

ii. On March 14, 2024, the Forestry Board approved the removal of Significant Vegetation for the proposed ski lift, ski runs, 8,483-square-foot terminal and lift storage building, and 375-square-foot operator house with the following Condition of Approval: The Applicant is responsible for the removal of dead and dying Significant Vegetation in an area equal to the proposed area of disturbance.

13. The application as conditioned complies with LMC § 15-4-18

Passenger Tramways and Ski Base Facilities as follows:

a. Ownership
    i. The Applicant owns or controls the Liftway necessary to construct and operate the Passenger Tramway. For the purpose of this section, ownership or control is established if the Applicant can demonstrate that he has title to the Property being crossed by the Liftway, or an easement over that Property, or options to acquire the Property or an easement or a leasehold interest in the Property, or an option to acquire a leasehold, of at least fifteen (15) years duration.
    ii. The Applicant (Deer Valley Resort Company, LLC) has an existing lease with the property owner (BLX LEASE 2 LLC) for 105 years, commencing on August 24, 2023 and expiring on August 23, 2128.
b. Width
    i. The Liftway shall extend a distance of at least ten feet (10') outward from the vertical plane established by the outermost surface of the Passenger Tramway, which generally is the outside edge of the chair or passenger compartment, on each side of the tramway's course excluding base and terminal Structures. Width is computed in this manner, rather than measuring from the center line of the Passenger Tramway or the cable in order to provide a minimum clearance of ten feet (10') on each side of the Liftway regardless of the configuration of the passenger-carrying elements.
    ii. The Applicant has proposed a 15' foot clearance on either side of the lift and therefore complies with this requirement.
c. Base or Terminal Facilities
    i. The Passenger Tramway must be constructed without the installation of base or terminal facilities within the HR-1 or HRL zones. Mid-loading and unloading points are allowed in the HR-1 and HRL zones.
    ii. The proposed ski lift, base terminals, and accessory structures are within the ROS Zoning District.
d. Crossing of Public Roads
    i. The Applicant must show that all components of the Passenger Tramway and any components of the Liftway, such as safety netting provide a minimum clearance of eighteen feet (18') over major roads and fourteen feet (14') over residential Streets. In addition, the Applicant must show compliance or the ability to comply with any safety or height restrictions, which might be

imposed by any governmental agency having jurisdiction over public roads crossed by the Liftway.

ii. There is no required mitigation, the proposed ski lift will not cross any public roads or ROW.

e. Utility Clearance

i. The Applicant must show all portions of the Passenger Tramway including any associated safety netting constructed with it provides a minimum clearance of ten feet (10') over any wires or utility line which it crosses, and that the Applicant has complied with or has the ability to comply with safety restrictions or regulations imposed by utilities having possession or control over wires that tramway crosses over.

ii. No required mitigation, the proposed ski lift, associated lift terminals, and ski runs will not cross over any existing utilities.

f. Parking and Traffic Plans

i. The Applicant must present a parking, traffic, and transportation plan pertaining to the Passenger Tramway for review and approval by the Planning Commission. The plan must address at least the following considerations: auto, bus, and pedestrian traffic, which could be generated by the Passenger Tramway, the impacts of this traffic on the adjoining landowners and the neighborhood in general, parking demand created by the Passenger Tramway and how that parking would be provided.

ii. The traffic and parking plan may be included in the neighborhood impact analysis. The parking requirements and impacts of a Passenger Tramway will vary within the zones depending upon the location and the ability of the Applicant to make use of existing public and private parking facilities; therefore, no specific requirement has been set. The Applicant is expected to show workable means of dealing with the traffic generated by the Passenger Tramway construction and operation, including such regulations as resident parking permits, Off-Site traffic controls and facilities, or similar means for controlling traffic and minimizing Off-Site impacts on adjoining Properties.

iii. The Applicant has stated: "The proposed Ski Lift will circulate skiers on the new beginner ski runs. The new Ski Lift will not move skiers to or from any base area skier portal (current Deer Valley or expanded terrain), rather, this is a circulator Ski Lift that will move skiers within the newly created beginner terrain pod near Park Peak. Those skiers can choose to ski back to the various skier portals or other Ski Lift infrastructure. All of this is to say that no

parking, traffic, or transportation plan is required because there is no direct connection between the various base area skier portals and the proposed Ski Lift infrastructure."

iv. While the Applicant states the new ski lift is intended for beginner skiers already at the resort, staff recommends Conditions of Approval regarding the overall parking and traffic mitigations required for the Snow Park Area. The Applicant has a pending Master Planned Development amendment application before the Planning Commission for the Snow Park parking lot development and parking and traffic evaluation will be key in the Planning Commission's review of that project. Pending Final Action on the Snow Park project, staff recommends Conditions of Approval to address parking and traffic mitigation in the meantime.

v. The *Deer Valley Resort Twelfth Amended and Restated Large Scale Master Planned Development Permit*, dated November 30, 2016, includes the following: Paragraph G, Off-Street Parking: *If the capacity of the surface parking lots in the Snow Park Community is exceeded on 10% or more of the days during any single ski season the need for constructing additional parking in said area shall be reviewed by the Commission*.

vi. This provision has been included in the Deer Valley approvals since 1993 when the Seventh Development Agreement was completed. Since 1993, Deer Valley constructed temporary parking for the 2002 Winter Olympics and after the Olympics, the resort converted the additional parking area into a snowmaking pond.

vii. Deer Valley provides parking within the Snow Park area in two ways: 1,340 on-site parking spaces in five lots, as approved by the Planning Commission; up to 142 parking spaces on Deer Valley Drive not to exceed 10% of the operating days (averaging 13 to 14 days per season), as approved by the City Council.

viii. Deer Valley exceeded parking overflow allowances during the 2018-2019 ski season. On August 14, 2019, the Planning Commission conducted a work session to discuss parking in the Snow Park area. The report includes the following: Surface parking lot capacity at that time provided approximately 1,250 spaces; during the 2018-2019 ski season there was considerable traffic and congestion; an average of 80 vehicles parked along Deer Valley Drive, creating conflicts with City buses and pedestrians.

ix. As part of an August 14, 2019 work session, the Planning

Commission approved an expansion of parking lot 5 to create an additional 90 parking spaces and encouraged the applicant to collaborate with the City to mitigate additional impacts. In November of 2019, the Planning Director approved an Administrative Permit for the construction of the 90 parking space addition to lot 5.

x. On December 19, 2019, the City Council discussed resort overflow parking on Deer Valley Drive in a work session and authorized a temporary parking program that allowed the resort up to 142 on-street parking spaces not to exceed 10% of the operating days.

xi. The Applicant provides reports to the City outlining compliance. As of March 8, 2024, the Applicant's last report, Deer Valley has not exceeded overflow parking days this year.

xii. To further mitigate traffic and parking impacts in the Snow Park area, on October 5, 2023, the Transit team presented a staff communication to City Council outlining winter transit service from Richardson Flat Park & Ride to Snow Park. On November 1, 2023, Deer Valley entered into an agreement with the City to pay $150,000 toward the cost of running a direct bus route from Richardson Flat Park & Ride to Snow Park during the 2023-2024 winter season. Transit service was offered from December 10, 2023 through March 30, 2024 in 20-minute intervals from 6:00 AM through 6:00 PM.

g. Liftway Setback

i. The minimum Setback between the outermost surface of Structure of the Liftway and any existing dwelling shall be ten feet (10'), in addition to the width of the Liftway itself. This Setback may be waived with the written consent of the Owner of the affected dwelling, which consent shall be in a form suitable for recording with the County Recorder.

ii. There are no existing dwellings or Structures within the proposed Liftway. The nearest Structure is approximately 0.35 miles away from the bottom terminal and lift storage building. The nearest Structure is approximately 0.5 miles away from the top terminal.

h. State Regulation

i. Any Passenger Tramway constructed under a Conditional Use permit is subject to safety regulation by the Passenger Tramway Safety Committee of the State Department of Transportation. The Applicant is expected to involve the State in the planning process to the extent necessary to inform the Commission of State requirements in order to avoid the imposition of inconsistent

requirements by the State and the Planning Commission.

ii. Condition of Approval 4 requires the Applicant to work with the Tramway Board for final approval consistent with the standard state review authority review process.

i. Public Purpose Served

i. The Planning Commission must find that the construction and operation of the tramway serves the overall community interest by accomplishing or furthering community goals such as reducing traffic congestion and volume between the downtown Area and the base facilities of the ski resorts, mitigating the demand for, parking in the Historic District, and that adequate controls on noise, mechanical equipment, smoking and safety aspects of the tramway have been provided to mitigate the effects of the Passenger Tramway on adjoining Properties.

ii. According to the Applicant: “The initiative aligns seamlessly with the objectives outlined in the Park City General Plan (2014). Specifically, it contributes to Objective 10A, aimed at enhancing the competitiveness of Park City as a world-class, multi-season destination resort community through the expansion of year-round recreational events. Furthermore, it supports Objective 11A, emphasizing the importance of allowing primary resorts to evolve within the tourism industry, thus ensuring sustained relevance and attractiveness to visitors. Finally, as per Section K of the 12th Amended and Restated Large Scale Master Planned Development Permit dated November 30, 2016, access to Lift 7 remains accessible to all users of the resort, further underlining its inclusive and community-oriented nature. This underscores Deer Valley’s commitment to providing enhanced recreational opportunities while maintaining alignment with established regulatory frameworks and long-term development objectives.”

j. Status of Land Within Liftway

i. Owners of Lots or other land, which is burdened by the easement for the Liftway are entitled to count the land within the Liftway for calculation of open space for improvement of that Property. Normal Setback and Side Yard requirements apply from the Lot Line or Property boundary.

ii. There are no other property owners who will be affected by the proposed Liftway.

k. Structures Within Liftway

i. Structures may be constructed within the Liftway, subject to the

terms of the easement agreement between the Lot Owner and the owner of the Liftway.

ii. No Structures are proposed to be constructed within the Liftway.

l. Preservation of Historic Structures

i. It is the policy of the City to protect and preserve Historic Structures within the City. The Applicant for the Passenger Tramway must provide a study, which catalogues any Structures within the Liftway easement and identifies their Historic value, and indicates whether the Structure will be removed to accommodate the tram.

ii. There are no Historic Structures or Historic Mine Sites within the proposed project area.

14. The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E)

a. Size and Location of Site

i. The proposed ski lift, ski runs, 375-square-foot operator house, and 8,483-square-foot terminal and lift storage building are located within the existing Deer Valley Resort ski area and will increase beginner ski terrain on the upper portion of the mountain. The proposed lift is similar in size and dimensions of the exiting lifts in the resort and is in an appropriate location on the mountain to connect to the future Deer Valley East Village expansion area. The proposed lift will help distribute skiers on the mountain.

b. Traffic

i. The City's adopted Traffic Impact Study Guidelines require a Traffic Impact Study when a land use generates 25 or more net new vehicle trips during the weekday AM or PM peak hour.

ii. The Applicant states: "The proposed ski sift will circulate skiers on the new beginner ski runs. The new ski lift will not move skiers to or from any base area skier portal (current Deer Valley or expanded terrain), rather, this is a circulator Ski Lift that will move skiers within the newly created beginner terrain pod near Park Peak. Those skiers can choose to ski back to the various skier portals or other Ski Lift infrastructure. All of this is to say that no parking, traffic, or transportation plan is required because there is no direct connection between the various base area skier portals and the proposed Ski Lift infrastructure."

c. Utility Capacity

i. As part of the ski improvements, the Applicant proposes installing a snowmaking line and power line.
ii. The proposed ski lift, associated lift terminals, and ski runs do not cross existing utilities. The Development Review Committee reviewed the Application on December 5, 2023, and does not require additional Conditions of Approval.

d. Emergency Vehicle Access
   i. The Park City Fire District reviewed this Application on December 5, 2023, and confirmed the proposal conforms with their requirements.

e. Parking
   i. LMC § 15-3-6 “Parking Ratio Requirements For Specific Land Use Categories” does not outline any specific Off-Street Parking requirements for ski lifts.
   ii. Parking for Deer Valley resort is regulated by the Twelfth Amended and Restated Large Scale Master Planned Development Permit. The Deer Valley MPD Permit states the following: “Parking required with relation to each portion of the Project shall be based upon Code as in effect at the time application for a building permit for such portion of the Project as is filed with City. Parking for each separate development parcel in the Project shall be determined in accordance with the Code at the time of application for Conditional Use approval. Any additional parking shall not encroach into zoned open space.” The MPD permit continues: “If the capacity of the surface parking lots in the Snow Park Community is exceeded on 10% or more of the days during any single ski season, the need for construction additional parking in said area shall be reviewed by the Commission.”
   iii. The Applicant has stated: “The proposed Ski Lift will circulate skiers on the new beginner ski runs. The new Ski Lift will not move skiers to or from any base area skier portal (current Deer Valley or expanded terrain), rather, this is a circulator Ski Lift that will move skiers within the newly created beginner terrain pod near Park Peak. Those skiers can choose to ski back to the various skier portals or other Ski Lift infrastructure. All of this is to say that no parking, traffic, or transportation plan is required because there is no direct connection between the various base area skier portals and the proposed Ski Lift infrastructure.”

f. Internal Vehicular and Pedestrian Circulation System
   i. The proposed ski lift will help improve the circulation and

distribution of beginner skiers throughout the resort. The proposed location of the lift located between Flagstaff Mountain and Bald Mountain gives beginner skiers additional area on the mountain to ski. The additional 4.62 miles of ski run helps distribute the number of skiers on the mountain.

g. Fencing, Screening, and Landscaping
    i. The Applicant is responsible for the removal of dead and dying Significant Vegetation in an area equal to the proposed area of disturbance.
h. Building Mass, Bulk, and Orientation
    i. The proposed ski lift, 8,483-square-foot terminal and lift storage building, and 375-square-foot operator house are appropriate in size and scale. The Structures comply with the ROS Zoning District Height and Setbacks. The Planning Director determined the ski lift towers may exceed ROS Zoning District Height pursuant to LMC § 15-2.7-4(A)(4).
i. Useable Open Space
    i. The proposed ski lift will increase the amount of recreational open space for beginner skiers at Deer Valley Resort.
j. Signs and Lighting
    i. The lights proposed for the ski lift are emergency lights and utility lighting that is consistent with current ski lift infrastructure.
    ii. Condition of Approval 6 states that all Outdoor Lighting must be down-directed, fully shielded, with bulbs 3,000 degrees Kelvin or less. A fully shielded light is installed in such a manner that all light emitted either directly from the bulb, or indirectly by reflection or refraction, is below the horizontal plane through the fixture's lowest light-emitting part. The top and sides of a Fully Shielded fixture are made of completely opaque material such that light only escapes through the bottom of the fixture. Final lighting details shall show compliance with this condition and shall be reviewed by the Planning Staff prior to installation
    iii. No signs are proposed or approved as part of this CUP Application.
k. Physical Design and Compatibility with Surrounding Structures
    i. The The proposed ski lift will be similar in design to the existing ski lifts in Deer Valley Resort. The proposed lift will be 0.56 miles long and the towers will range in height from 19 feet to 52 feet. The lift will be manufactured by Doppelmayr.
    ii. The proposed materials for the ski lift will be constructed with

materials similar to other standard ski lifts across the resort and painted with colors to match the existing Deer Valley ski lifts. The ski lift towers will be constructed of steel and painted green consistent with the existing Deer Valley lift towers. The bottom and top terminals will be of the same aesthetic as the existing Deer Valley lift terminals.

l. Noise, Vibration, Steam, or Other Mechanical Factors
    i. The proposed ski lift will be 70 to 80 decibels, typical for ski lifts. It will not be located near any existing residences (the proposed ski lift is located 0.35 miles away from the nearest residence), and it must comply with the City Noise Ordinance in Chapter 6-3.
    ii. The ski lift bottom terminal and 8,483-square-foot terminal and lift storage building are proposed to be constructed adjacent to Parcel PCA-S-79C, which is excluded from Deer Valley Resort's lease and is under separate ownership. The ski lift bottom terminal must meet at least a 25-foot Setback from Parcel PCA-S-79-C. The Applicant exceeds this requirement and the proposed ski lift and 8,483-square-foot terminal and lift storage building are set back 90 feet from Parcel PCA-S-79-C.
m. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas
    i. There is an existing service road through Ontario Canyon that will serve as access for the construction of the new lift. The Applicant is responsible for providing trash and recycling areas during construction and operation of the ski lift.
    ii. The construction site must be maintained in a neat manner. Trash and other debris may not accumulate outside the construction dumpster. The construction site shall be cleaned prior to the end of each workday.
n. Expected Ownership and Management
    i. The parcels are owned by BLX Lease, LLC and BLX Lease 2, LLC and are being leased by Deer Valley Resort. BLX Lease has given written permission for the construction of the proposed ski lift. The Applicant (Deer Valley Resort Company, LLC) has an existing lease with the property owner (BLX LEASE 2 LLC) for 105 years, commencing on August 24, 2023 and expiring on August 23, 2128.
o. Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site

i. See above sections for analysis of Steep Slopes. The Sustainability Department reviewed the proposal on March 6, 2024, and confirmed the project area is not within the Park City Soils Ordinance. The proposed ski lift does not cover a topographic Area at least twenty-five feet vertically upslope or downslope and fifty feet horizontally and is not within fifty feet of Very Steep Slopes. The average slope for the length of the ski lift and the proposed ski runs are between 15 and 30 percent. LMC § 15-2.21-4(B) exempts ski slopes from the limitation of a 3 to 1 slope

p. Reviewed for consistency with the goals and objectives of the Park City General Plan
   i. The project is proposed within the Upper Deer Valley Neighborhood of the General Plan, home to resort-oriented development, surrounded by open space.
   ii. The proposed ski lift, ski runs, 8,483-square-foot terminal and lift storage building, and 375-square-foot operator house align with Goals 9, 10, and 11 outlined in the Park City General Plan. Goal 9 of the Geneal Plan states: “Park City will continue to provide unparallel parks and recreation opportunities for residents and visitors.”
   iii. Goal 10 of the General Plan is to “provide world-class recreation and public infrastructure to host local, regional, national, and international events that further Park City’s role as a world-class, multi-seasonal destination resort while maintaining a balance with our sense of community.” Objective 10A of the General Plan is to “remain competitive as a world-class, multi-season, destination resort community by increasing year-round recreation events and demand for resort support services, such as hotels and restaurants.”
   iv. Goal 11 of the General Plan is to “Support the continued success of the multi-seasonal tourism economy while preserving the community character that adds to the visitor experience.” Objective 11A of the General Plan states the “vibrancy of Park City’s resorts is essential to the success of resort support businesses. The City must provide flexibility to allow the primary resorts to evolve with the tourism industry, increase occupancy rates year round, and create more demand for the resort support industries throughout the City.”

15. Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on March 27, 2024.

16. Staff mailed courtesy notice to property owners within 300 feet on March 27, 2024.
17. The Park Record published courtesy notice on March 27, 2024.

Conclusions of Law

1. The proposed ski lift, ski runs, and accessory structures comply with the Land Management Code requirements pursuant to Chapter 15-2.7 *Recreation and Open Space Zoning District,* Chapter 15-2.21 *Sensitive Land Overlay*, Section 15-4-*18 Passenger Tramways and Ski Base Facilities*, and Section 15-1-10*, Conditional Use Review Process*.
2. The use will be compatible with surrounding Structures in use, scale, mass, and circulation.
3. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval

1. Final buildings plans and construction details shall reflect substantial compliance with the final plans dated March 19, 2024, submitted to the Planning Department and reviewed April 10, 2024 by the Planning Commission.
2. The Applicant is responsible for notifying the Planning Department prior to making any changes to the approved plans. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director prior to construction.
3. The project is subject to safety regulation by the Passenger Tramway Safety Committee of the State Department of Transportation. The Applicant must work with the Tramway Board for final approval consistent with the standard state review authority review process prior to submitting a Building Permit.
4. The Applicant is responsible for the removal of dead and dying Significant Vegetation in an area equal in square footage to the proposed areas of disturbance.
5. All Outdoor Lighting must be down-directed, fully shielded, with bulbs 3,000 degrees Kelvin or less. A fully shielded light is installed in such a manner that all light emitted either directly from the bulb, or indirectly by reflection or refraction, is below the horizontal plane through the fixture's lowest light-emitting part. The top and sides of a Fully Shielded fixture are made of completely opaque material such that light only escapes through the bottom of the fixture. Final

lighting details shall show compliance with this condition and shall be reviewed by the Planning Staff prior to installation.

6. The operation of the ski lift must comply with the City Noise Ordinance found in Chapter 6-3.
7. The Applicant shall retain the minimum fifty-foot Setback for the natural stream.
8. The finish surface of ski runs shall be graded with a three-foot maximum topsoil and native soils.
9. The Applicant shall install erosion control blankets on all slopes steeper than 2:1.
10. The Applicant is responsible for providing trash and recycling areas during construction and operation of the ski lift. The construction site must be maintained in a neat manner. Trash and other debris may not accumulate outside the construction dumpster. The construction site shall be cleaned prior to the end of each workday.
11. Pending approval of the Snow Park Master Planned Development, the Applicant shall submit an annual report that provides an overview of overflow on-street parking to the Planning Commission no later than May 31. The Planning Commission retains authority to add Conditions of Approval if future traffic and parking mitigation is required.
12. The annual report and Planning Commission review shall continue until the Transportation Demand Management and Parking Management Plan are updated, reviewed, and approved by the Planning Commission through the Snow Park Master Planned Development amendment, or other Planning Commission approval. If Deer Valley fails to secure off-site parking and winter bus service prior to the 2024-2025 ski season and on an annual basis, Deer Valley shall obtain Planning Commission approval for an amendment their Parking Management Plan pursuant to Paragraph G of the Deer Valley Resort Twelfth Amended and Restated Large Scale Master Planned Development Permit, dated November 30, 2016.

If you have questions or concerns regarding this Final Action Letter, please call 435- 615-5067 or email virgil.lund@parkcity.org

Sincerely,

Sarah Hall
Planning Commission Chair

CC: Virgil Lund, Project Planner

SKI AREA PLAN

DEER VALLEY RESORT COMPANY

EXISTING SKI RUNS (NAMED)

PROPOSED SKI RUNS (NUMBERED)

EXISTING SKI LIFTS (NAMED)

PROPOSED SKI LIFTS (LETTERED)

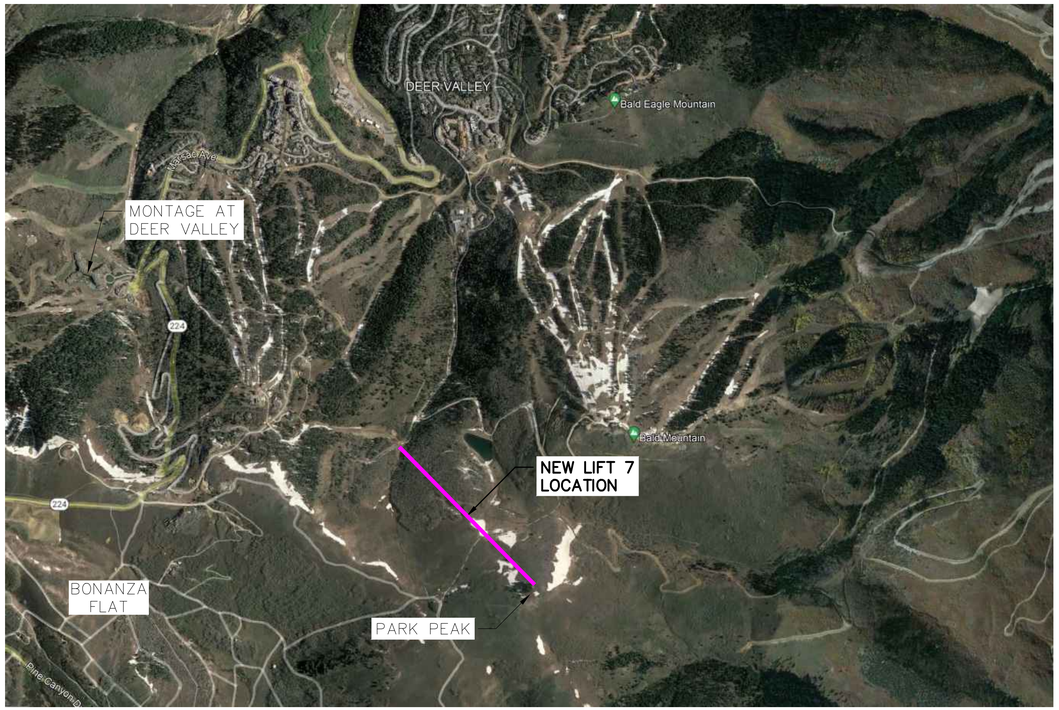
NOTE:
THIS EXHIBIT IS NOT INTENDED TO BE A SURVEY OF BOUNDARY AND PLANIMETRIC FEATURES SHOWN. MAP ACCURACY IS LIMITED TO GENERAL DESCRIPTIVE PURPOSES ONLY.

400 0 400 800 FEET

Exhibit F

SHANER
Design Graphics

VICINITY MAP



DEER VALLEY EXPANSION
PARK PEAK
CHAIRLIFT 7

DEER VALLEY MOUNTAIN RESORT
2250 DEER VALLEY DRIVE
PARK CITY, UTAH 84060

MARCH 11, 2024

SHEET INDEX

1. EXISTING CONDITIONS & TOPOGRAPHY
2. CONSTRUCTION ACCESS
3. OVERALL SITE PLAN
4. SITE & GRADING PLAN
5. BOTTOM TERMINAL GRADING PLAN
6. CMP & SWPPP
7. DOPPELMAYR LIFT PROFILE
8. SE GROUP PLAN & PROFILE
9. LIFT TERMINAL DETAILS 1
10. LIFT TERMINAL DETAILS 2

CIVIL ENGINEER

ALLIANCE ENGINEERING

2700 W HOMESTEAD RD
STE 50 & 60
PARK CITY, UT 84098
435.258.6934

REGISTERED PROFESSIONAL ENGINEER
No. 12275305
MARTIN CONNOR DINSMORE
03/11/24
STATE OF UTAH

GENERAL NOTES

1. ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING PLANS & SPECIFICATIONS:
   - A. PCMC Design Standards, Construction Specifications, and Standard Drawings, Latest Edition.
   - B. Manual of Uniform Traffic Control Devices 2009 Edition with 2012 revisions.
   - C. Special conditions of approval and/or permits as required and/or issued by regulatory bodies.
   - D. Approved construction plans and details.
   - E. Approved Traffic Control Plan.
   - F. Storm Water Pollution Prevention Plan. (SWPPP)
2. Contractor/Bidder shall obtain a copy of the specifications, at his cost. Copies of the specifications shall be kept at the job site by the contractor and be available for the contractor, subcontractor, owner or his agent, design engineer, PCMC engineer and their designated representatives and inspectors.
3. The Contractor shall be responsible for ground and surface water control during construction. This requirement shall include, but not be limited to the installation of utilities, manholes, vaults, catch basins, earthwork operations, and road construction.
4. The contractor shall maintain accurate records of "As Built" conditions of all underground work. The "As Builts" shall be tied to easily defined monuments and/or surface improvements or as required by accuracy for the as-built conditions. The as-built information shall be given to the owner and be incorporated in the final "As Built" drawings.
5. Prior to any excavation work, the contractor shall contact Blue Stakes for location of existing utilities. The contractor shall be responsible for determining the location of utilities, whether shown on the plans or not, and protecting the utilities during construction. If existing utility lines conflict in location with new construction, the contractor shall notify the engineer in order to resolve the conflict.
6. The contractor shall have a qualified representative to handle grade determination, drainage flow, and connections to existing features using proper grade setting techniques such as, but not limited to, string line, rod and level, GPS, or Surveying.
7. All work performed shall be guaranteed by the contractor and/or his surety against all defects in materials and workmanship of whatever nature for a period of one (1) year from the date of final acceptance of the work by the project owner.
8. The contractor shall be responsible for the installation and maintenance of adequate signs, traffic devices, and warning devices to inform and protect the public during all phases of construction. The contractor shall submit to the Owner and Design Engineer for approval.
9. Compaction testing shall be an integral part of the project. Compaction testing shall include, but shall not be limited to earthwork, trench back-fill, base course, and concrete pavement. Compaction testing shall be performed by a qualified, independent testing company retained by the contractor.



PROFESSIONAL ENGINEER
No. 12275305
MARTIN CONNOR DINSMORE
03/11 24
STATE OF UTAH

ALLIANCE ENGINEERING
2700 W HOMESTEAD RD
STE 50 & 60
PARK CITY, UT 84098
435.258.6934

STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

DATE: 03/11/2024

EXISTING CONDITIONS & TOPOGRAPHY
DEER VALLEY EXPANSION
LIFT 7 CUP

FOR: ALTERRA
JOB NO.: 7-10-23
FILE: \\10.0.0.5\x\WasatchCounty\dwg\Mayflower 2023\Lift 7 PCMC CUP\Mayflower Lift 7 (CUP).dwg

SHEET 1 **OF** 10

NOTES:
1. CONTRACTOR TO CONTACT PARK CITY AND MOUNTAIN TRAILS ORGANIZATION AND PROVIDE SIGNS & FENCING AT PUBLIC TRAIL CROSSINGS ALONG CONSTRUCTION ACCESS ROUTES.

CONTRACTOR HAUL ROUTE

CONSTRUCTION STAGING AREA

MARSAC AVE (SR-224)

DEER VALLEY MAINTENANCE BUILDINGS

ONTARIO CANYON

PROPOSED SKI RUN TO CONNECT FROM EXISTING SNOWMAKING POND TO BIRDSEYE SKI RUN

PROPOSED CONSTRUCTION ACCESS FROM DEER VALLEY MAINTENANCE BUILDINGS TO BOTTOM OF LIFT 7. CONSTRUCTION ACCESS FOR LIFT 7 WILL USE EXISTING SERVICE ROAD IN ONTARIO CANYON.

FUTURE DEER VALLEY EXPANSION IN WASATCH COUNTY/MIDA JURISDICTION

WASATCH COUNTY
SUMMIT COUNTY

FLAGSTAFF MOUNTAIN

PROPOSED LIFT 7 BOTTOM TERMINAL & LIFT STORAGE BUILDING

BALD MOUNTAIN

CONSTRUCTION STAGING AREA

RED CLOUD TRAIL

ONTARIO SKI RUN

PARCEL: PCA-S-79-C

TRUMP SKI RUN

PARCEL: PCA-S-85-D

EXISTING SNOWMAKING POND

PARCEL: PCA-S-79-B

PARCEL: PCA-S-98-R

GUARDSMAN PASS ROAD

PROPOSED LIFT 7

SUMMIT COUNTY
WASATCH COUNTY

PARCEL: PCA-S-85

FUTURE DEER VALLEY EXPANSION IN WASATCH COUNTY/MIDA JURISDICTION

CONSTRUCTION STAGING AREA

PROPOSED SKI RUN (TYP.)

PROPOSED LIFT 7 TOP TERMINAL

PROPOSED SKIWAY/SERVICE ROAD WIDTH=30' MIN SLOPE=20% MAX.

PARCEL: PCA-S-81-A

PARK PEAK

PROPOSED CHAIRLIFT 6 IN WASATCH COUTY/MIDA JURISDICTION

PROPOSED SKIWAY/SERVICE ROAD WIDTH=30' MIN SLOPE=20% MAX.

500' 0 500' 1000'

PROFESSIONAL ENGINEER
No. 12275305
MARTIN CONNOR DINSMORE
03/11/24
STATE OF UTAH

ALLIANCE ENGINEERING
2700 W HOMESTEAD RD
STE 50 & 60
PARK CITY, UT 84098
435.258.6934

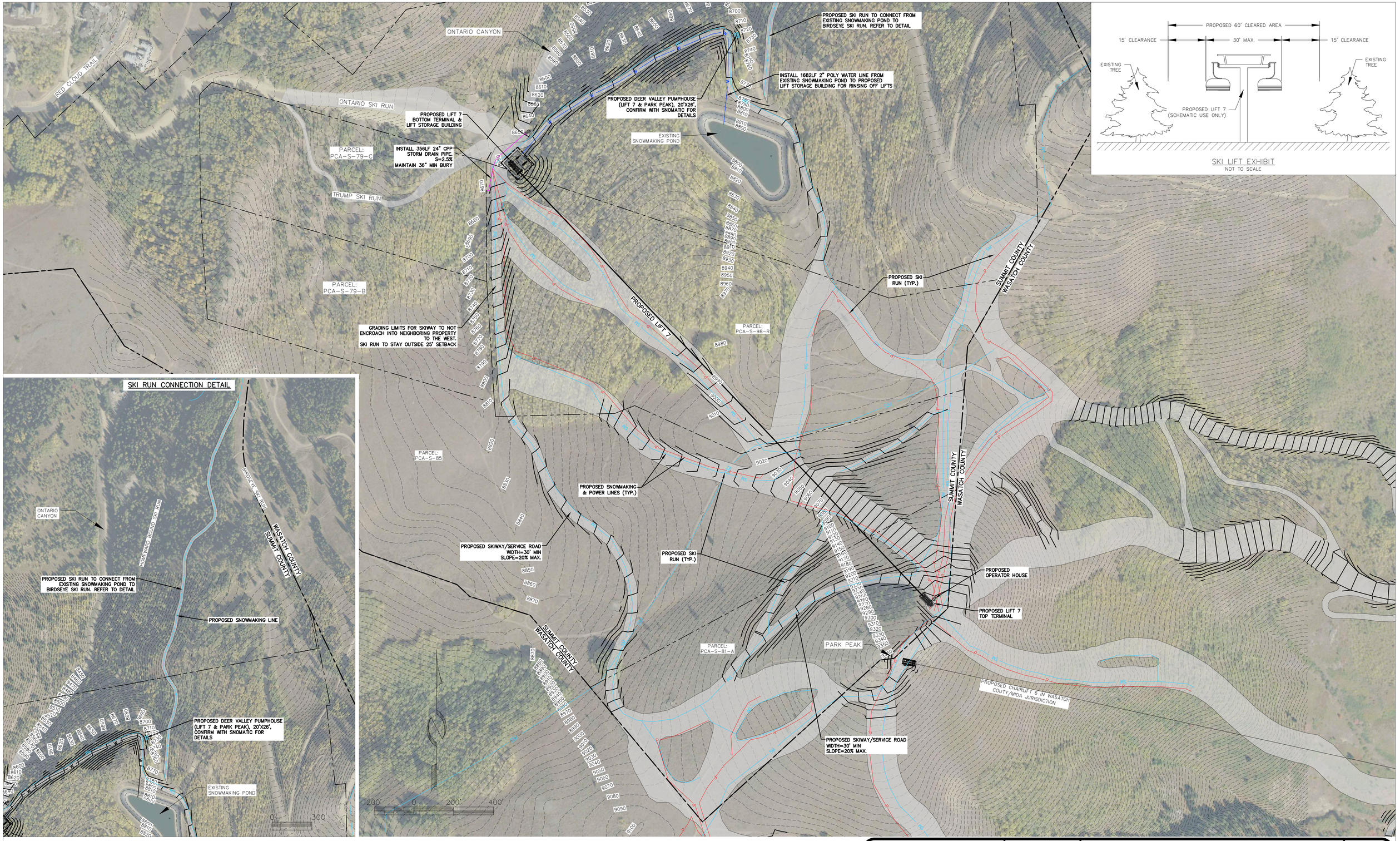
STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

DATE: 03/11/2024

CONSTRUCTION ACCESS
DEER VALLEY EXPANSION
LIFT 7 CUP

FOR: ALTERRA
JOB NO.: 7-10-23
FILE: \\10.0.0.5\x\WasatchCounty\dwg\Mayflower 2023\Lift 7 PCMC CUP\Mayflower Lift 7 (CUP).dwg

SHEET 2 OF 10



SKI LIFT EXHIBIT
NOT TO SCALE

SKI RUN CONNECTION DETAIL

DRAINAGE AND CMP NOTES:
1. SAVE EXISTING VEGETATION IN AREAS OUTSIDE OF LIMITS OF DISTURBANCE.
2. STRIP & STOCKPILE EXISTING TOPSOIL
3. USE STOCKPILED TOPSOIL TO VEGETATE SLOPES
4. INSTALL EROSION CONTROL BLANKETS ON ALL SLOPES STEEPER THAN 2:1
6. PROVIDE SILT FENCE ON DOWNHILL SIDE OF CHAIRLIFT TOWERS DURING CONSTRUCTION.
7. RE-VEGETATE VEGETATION DISTURBED BY CONSTRUCTION ACCESS.

SM — PROPOSE SNOWMAKING LINE

P — PROPOSE POWER LINE

PROFESSIONAL ENGINEER
No. 12275305
MARTIN CONNOR DINSMORE
03/11/24
STATE OF UTAH

ALLIANCE ENGINEERING
2700 W HOMESTEAD RD
STE 50 & 60
PARK CITY, UT 84098
435.258.6934

STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

DATE: 03/11/2024

OVERALL SITE PLAN
DEER VALLEY EXPANSION
LIFT 7 CUP

FOR: ALTERRA
JOB NO.: 7-10-23
FILE: \\10.0.0.5\x\WasatchCounty\dwg\Mayflower 2023\Lift 7 PCMC CUP\Mayflower Lift 7 (CUP).dwg

SHEET 3 OF 10

ONTARIO CANYON

INSTALL 1682LF 2" POLY WATER LINE FROM EXISTING SNOWMAKING POND TO PROPOSED LIFT STORAGE BUILDING FOR RINSING OFF LIFTS

PROPOSED LIFT 7 BOTTOM TERMINAL & LIFT STORAGE BUILDING

ONTARIO SKI RUN

INSTALL 356LF 24" CPP STORM DRAIN PIPE. S=2.5% MAINTAIN 36" MIN BURY

PARCEL: PCA-85-D

PARCEL: PCA-S-98-R

PARCEL: PCA-S-79-C

PARCEL: PCA-S-79-B

PARCEL: PCA-S-85

PARCEL: PCA-S-81-A

PROPOSED LIFT 7

PROPOSED SKI RUN (TYP.)

CLEAR EXISTING TREES & VEGETATION FOR SKI RUN. USE EXISTING TOPOGRAPHY FOR SKI RUN GRADE

GRADING LIMITS FOR SKIWAY TO NOT ENCROACH INTO NEIGHBORING PROPERTY TO THE WEST. SKI RUN TO STAY OUTSIDE 25' SETBACK

PROPOSED SNOWMAKING & POWER LINES (TYP.)

PROPOSED SKIWAY/SERVICE ROAD WIDTH=30' MIN SLOPE=20% MAX.

WASATCH COUNTY SUMMIT COUNTY

PROPOSED OPERATOR HOUSE

PROPOSED LIFT 7 TOP TERMINAL

GRADING FOR CHAIRLIFT 6 CROSSES INTO SUMMIT COUNTY

PROPOSED SKIWAY/SERVICE ROAD WIDTH=30' MIN SLOPE=20% MAX.

PARK PEAK

PROPOSED CHAIRLIFT 6 TOP TERMINAL IN WASATCH COUNTY/MIDA JURISDICTION

100' 0 100' 200'

DRAINAGE AND CMP NOTES:
1. SAVE EXISTING VEGETATION IN AREAS OUTSIDE OF LIMITS OF DISTURBANCE.
2. STRIP & STOCKPILE EXISTING TOPSOIL
3. USE STOCKPILED TOPSOIL TO VEGETATE SLOPES
4. INSTALL EROSION CONTROL BLANKETS ON ALL SLOPES STEEPER THAN 2:1
6. PROVIDE SILT FENCE ON DOWNHILL SIDE OF CHAIRLIFT TOWERS DURING CONSTRUCTION.
7. RE-VEGETATE VEGETATION DISTURBED BY CONSTRUCTION ACCESS.

SM — PROPOSED SNOWMAKING LINE

P — PROPOSED POWER LINE

PROFESSIONAL ENGINEER
No. 12275305
MARTIN CONNOR DINSMORE
03/11/24
STATE OF UTAH

ALLIANCE ENGINEERING
2700 W HOMESTEAD RD
STE 50 & 60
PARK CITY, UT 84098
435.258.6934

STAFF: MICHAEL DEMKOWICZ, CONNOR DINSMORE

DATE: 03/11/2024

SITE & GRADING PLAN
DEER VALLEY EXPANSION
LIFT 7 CUP

FOR: ALTERRA
JOB NO.: 7-10-23
FILE: \\10.0.0.5\x\WasatchCounty\dwg\Mayflower 2023\Lift 7 PCMC CUP\Mayflower Lift 7 (CUP).dwg

SHEET 4 OF 10



DRAINAGE AND CMP NOTES:
1. SAVE EXISTING VEGETATION IN AREAS OUTSIDE OF LIMITS OF DISTURBANCE.
2. STRIP & STOCKPILE EXISTING TOPSOIL
3. USE STOCKPILED TOPSOIL TO VEGETATE SLOPES
4. INSTALL EROSION CONTROL BLANKETS ON ALL SLOPES STEEPER THAN 2:1
6. PROVIDE SILT FENCE ON DOWNHILL SIDE OF CHAIRLIFT TOWERS DURING CONSTRUCTION.
7. RE-VEGETATE VEGETATION DISTURBED BY CONSTRUCTION ACCESS.

PROFESSIONAL ENGINEER
No. 12275305
MARTIN CONNOR DINSMORE
03/11/24
STATE OF UTAH

ALLIANCE ENGINEERING
2700 W HOMESTEAD RD
STE 50 & 60
PARK CITY, UT 84098
435.256.6934

STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

DATE: 03/11/2024

BOTTOM TERMINAL GRADING PLAN
DEER VALLEY EXPANSION
LIFT 7 CUP

FOR: ALTERRA
JOB NO.: 7-10-23
FILE: \\10.0.0.5\x\WasatchCounty\dwg\Mayflower 2023\Lift 7 PCMC CUP\Mayflower Lift 7 (CUP).dwg

SHEET 5 OF 10

PROPOSED LIFT 7 BOTTOM TERMINAL

CONSTRUCTION STAGING AREA

INSTALL CONCRETE WASHOUT, PORTABLE TOILET, & CONSTRUCTION DUMPSTER

INSTALL STRAW WATTLE ON DOWNHILL SIDE OF DISTURBED SLOPES

INSTALL STRAW WATTLE AROUND DETENTION POND

REMOVE TREES ALONG 60' CORRIDOR FOR LIFT INSTALLATION

PROPOSED LIFT 7

INSTALL WATER BARS ALONG PROPOSED SKI RUNS (TYP.)

SUMMIT COUNTY
WASATCH COUNTY

CONSTRUCTION STAGING AREA

INSTALL CONCRETE WASHOUT, PORTABLE TOILET, & CONSTRUCTION DUMPSTER

INSTALL STRAW WATTLE ON DOWNHILL SIDE OF DISTURBED SLOPES

PROPOSED LIFT 7 TOP TERMINAL

SUMMIT COUNTY
WASATCH COUNTY

SUMMIT COUNTY
WASATCH COUNTY

SKI RUN WILL MATCH EXISTING GRADING AND NO GRADING WILL TAKE PLACE. MINIMAL CLEARING AND GRUBBING DISTURBANCE WILL OCCUR IN THESE AREAS.

REMOVE TREES & EXISTING VEGETATION. REVEGETATE DISTURBED AREA W/ STOCKPILED TOPSOIL & RESORT APPROVED SEED MIX. PROVIDE STRAW EROSION CONTROL BLANKETS.

AREA WHERE SKI RUN GRADING TO OCCUR. RE-VEGETATE DISTURBED AREA W/ STOCKPILED TOPSOIL & RESORT APPROVED SEED MIX. PROVIDE STRAW EROSION CONTROL BLANKETS.

CONSTRUCTION STAGING AREA

200' 0 200' 400'

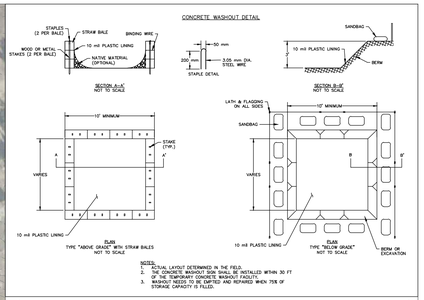
NOTES:
1. SAVE EXISTING VEGETATION IN AREAS OUTSIDE OF LIMITS OF DISTURBANCE.
2. STRIP & STOCKPILE EXISTING TOPSOIL
3. USE STOCKPILED TOPSOIL TO VEGETATE SLOPES
4. INSTALL EROSION CONTROL BLANKETS ON ALL SLOPES STEEPER THAN 2:1

CMP NOTES:
1. CONSTRUCTION PARKING/TRAFFIC MAY NOT BLOCK STREETS WITHOUT A PERMIT (AVAILABLE FROM THE ENGINEERING DIVISION)
2. MUD TRACKED OUT ONTO THE STREET MUST BE CLEANED PRIOR TO THE END OF THE WORK DAY
3. THE CONSTRUCTION SITE MUST BE MAINTAINED IN A NEAT MANNER. TRASH AND OTHER DEBRIS MAY NOT ACCUMULATE OUTSIDE THE DUMPSTER.
4. ROADSIDE PARKING IS NOT ALLOWED FROM NOVEMBER 1ST TO APRIL 1ST
5. PROVIDE STABILIZED CONSTRUCTION ENTRANCE AT LOCATION OF CONSTRUCTION ACCESS TO PRIVATE OR PUBLIC ROAD.
6. PROVIDE SILT FENCE ON DOWNHILL SIDE OF CHAIRLIFT TOWERS DURING CONSTRUCTION.
7. REVEGETATE VEGETATION DISTURBED BY CONSTRUCTION ACCESS.

APPROVED SEED MIX TO BE USED REQUIRED PER: 4LBS/1000 SF OF DISTURBANCE

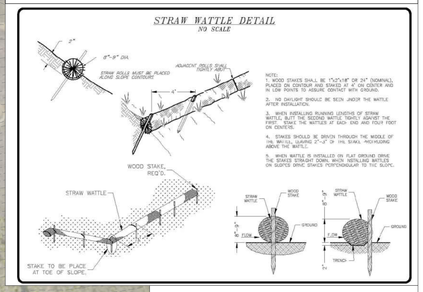
	AREA (sqft)	SEED MIX (lbs)
TOTAL AREA OF DISTURBANCE- CHAIRLIFT TOP & BOTTOM TERMINALS, CHAIRLIFT TOWERS & NEW SKI RUN GRADING	1,219,644	4,879

CONCRETE WASHOUT DETAIL

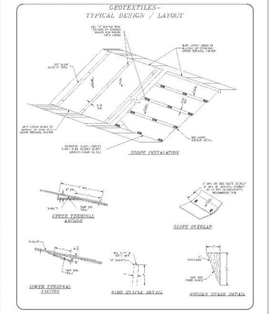


NOTES:
1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
3. ALL WASHOUTS SHALL BE MAINTAINED AND REPAIRED WHEN 75% OF STORAGE CAPACITY IS FILLED.

STRAW WATTLE DETAIL
N/3 SCALE



GEOTEXTILES-
TYPICAL DESIGN / LAYOUT



PROFESSIONAL ENGINEER
No. 12275305
MARTIN CONNOR DINSMORE
03/11/24
STATE OF UTAH

ALLIANCE ENGINEERING
2700 W HOMESTEAD RD
STE 50 & 60
PARK CITY, UT 84098
435.258.6934

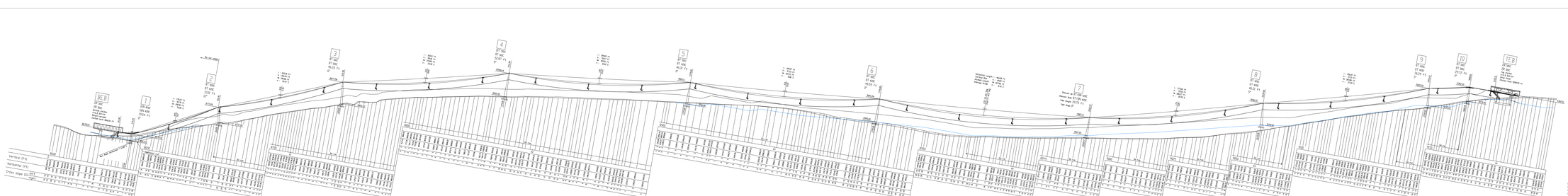
STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

DATE: 03/11/2024

CMP & SWPPP
DEER VALLEY EXPANSION
LIFT 7 CUP

FOR: ALTERRA
JOB NO.: 7-10-23
FILE: \\10.0.0.5\x\WasatchCounty\dwg\Mayflower 2023\Lift 7 PCMC CUP\Mayflower Lift 7 (CUP).dwg

SHEET 6 OF 10



Profile
6-CLD-B Lift 7

Customer: Mayflower
Location: Utah

Technical Data:

Upper Side	Left	# Haul Rope	177 m
Drive Station	Top	Rebuse Breaking Strength	22819 lb
Tension Station	Bottom	# Drive Bulwheel	2103 FT
Return Station	Bottom	# Return Bulwheel	2103 FT
Horizontal Length	2994.63 FT	Rope Gauge on Line	2120 FT
Vertical Rise	62198 FT	Drive Output Continuous	404 HP
Average Grade	2108 %	Drive Output Starting	563 HP
Max Rope Inclination	6330 %	Elevation of Drive Station	1002 FT
Inclined Length	3078.39 FT	Upper Transportation	18 %
Spliced Rope Length	6345.54 FT	Downhill Transportation	25 %

	Initial	Final
Drive Speed	fpm	984 fpm
Capacity	pph	3000 pph
Number of Carriers		58
Carrier Spacing	FT	10.0 FT
Carrier Interval	s	7.25 s
Trip Time	min	153 min

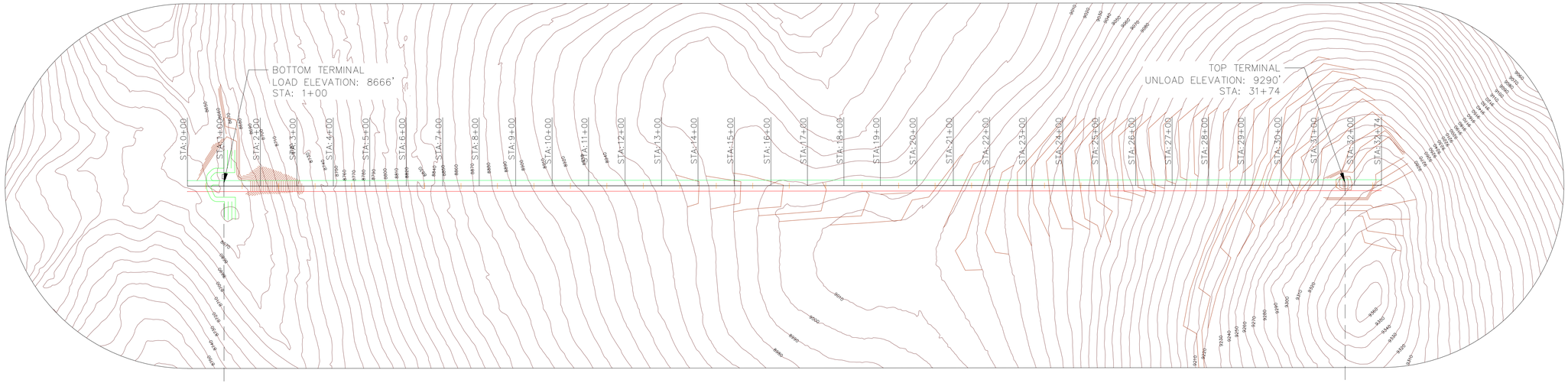
Profile origin:
Profile File: 5A00020245 Mayflower Lift 7.pgt
Bulwheel File: 5A00020245 Mayflower Lift 7 63.38.cdb
Program Date: 10/03/2020 09:08:00

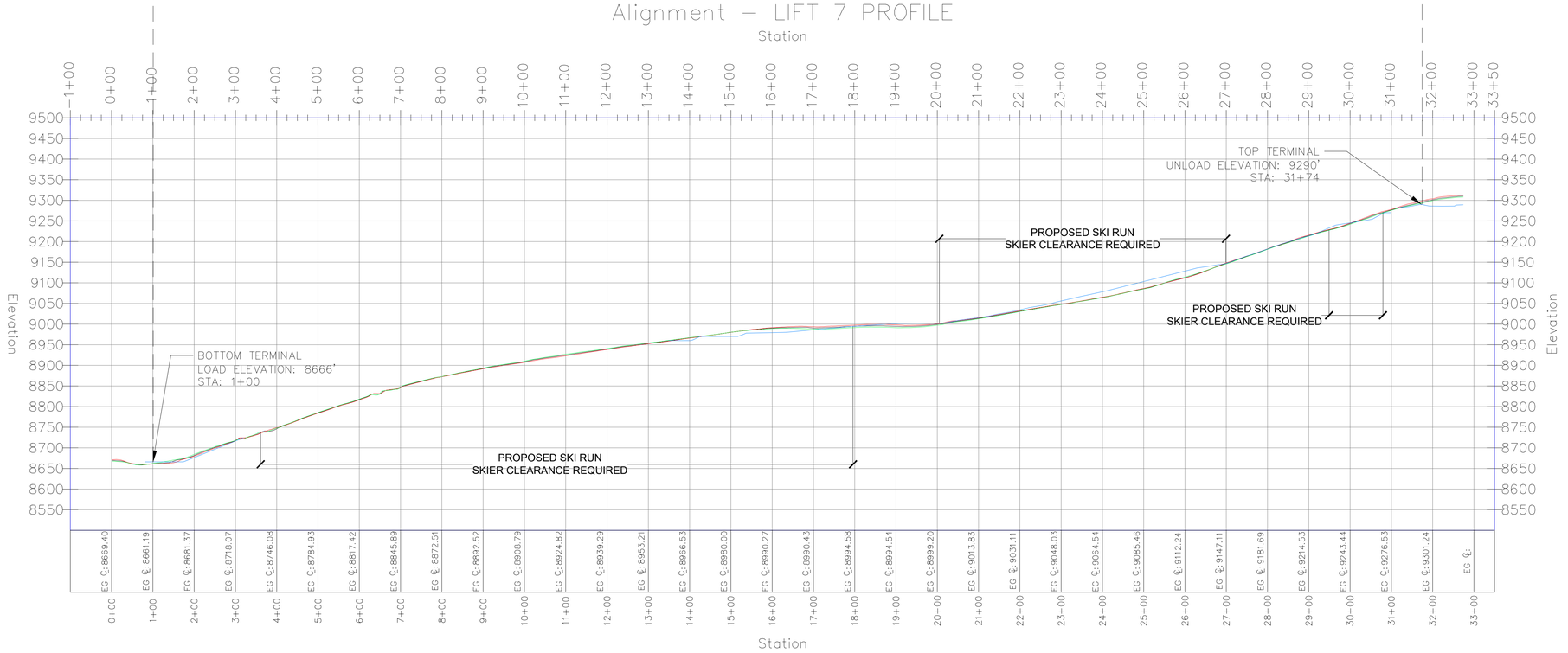
Date: Revision:

Doppelmayr

Date	Scale	Sheet	Size
10/03/2020	1:40	1	5A00020245

This drawing is the intellectual property of
It is not to be copied or reproduced without a prior written permission and is subject to return upon request.





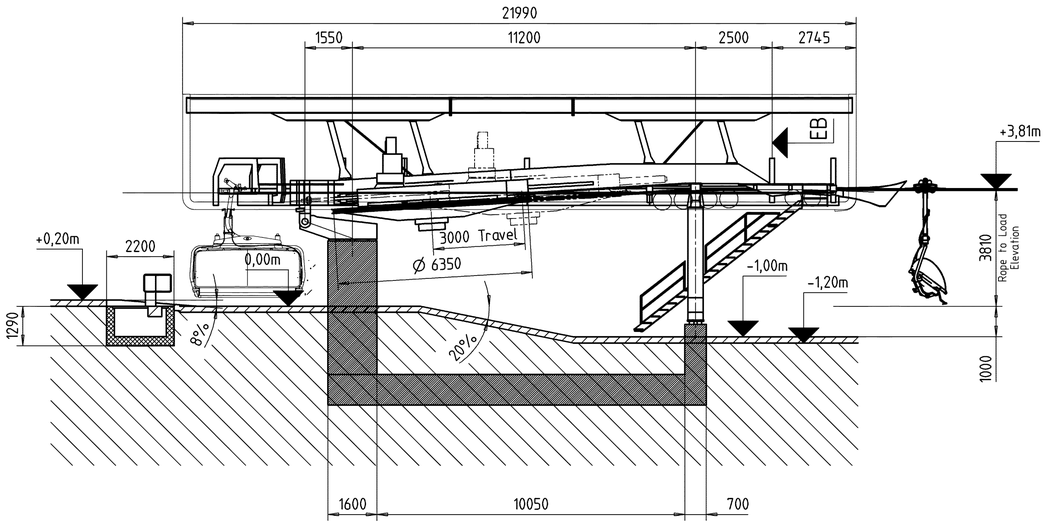
LIFT SPECS:
SLOPE LENGTH: 3163'
VERTICAL: 624'

MAYFLOWER MOUNTAIN | LIFT 7 - PLAN & PROFILE

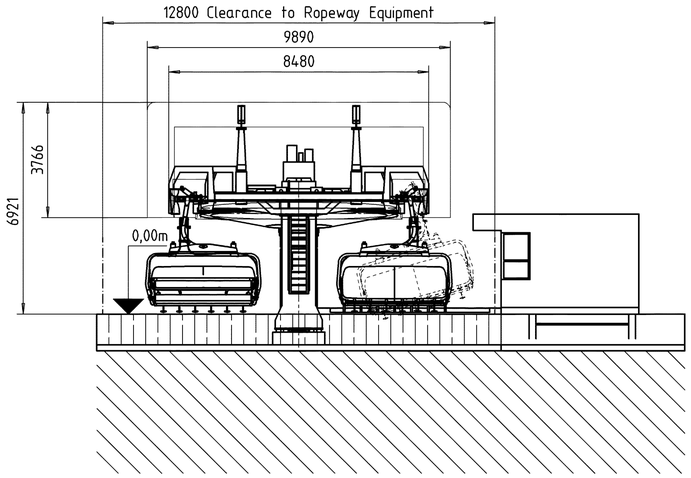
0 75' 150' 300'

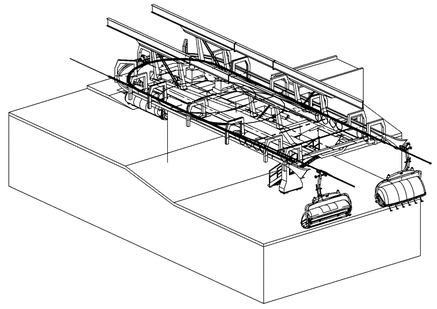
Prepared by:
SE GROUP
June, 2021

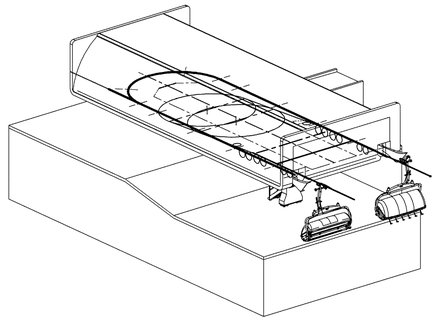
Section A-A

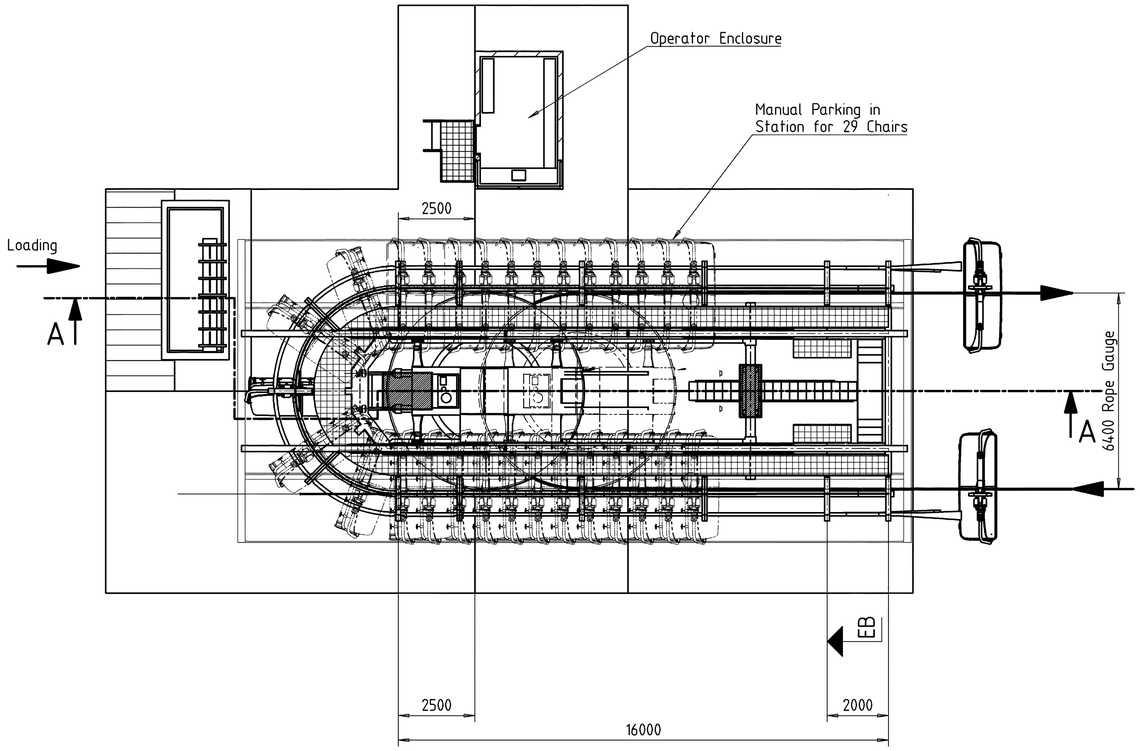


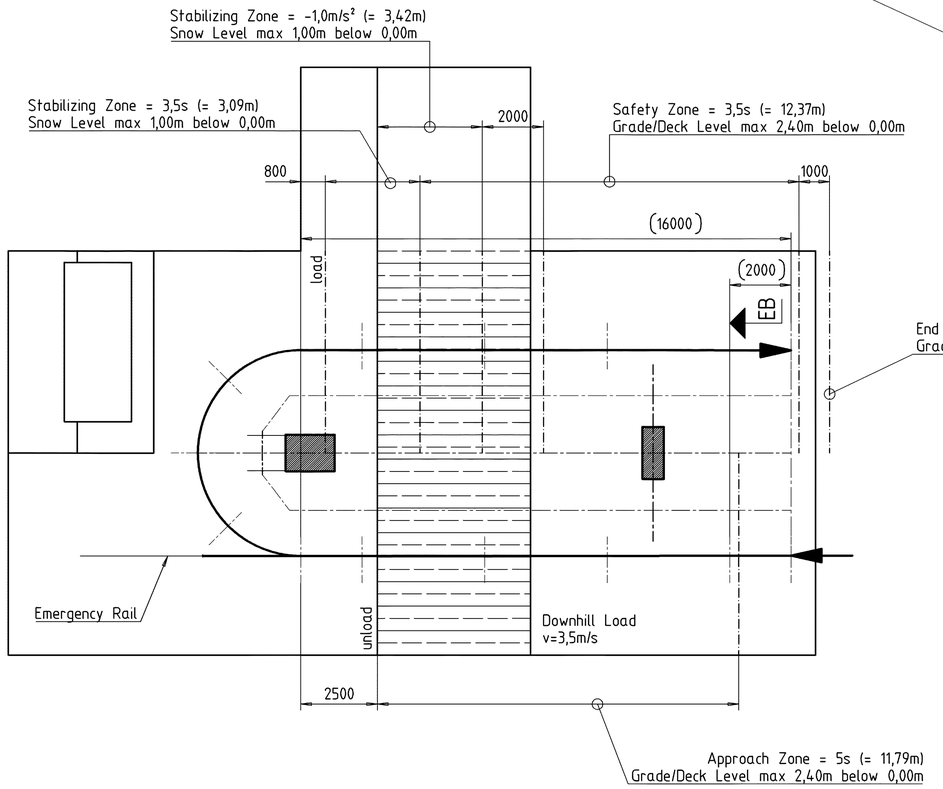
VIEW B











Standard	
safety area	EN12929-1:2015, 11.2
stabilisation area	EN12929-1:2015, 11.2
approach area	EN12929-1:2015, 11.3

Performance data	
Capacity	3000 pph
Interval	7,2 s
Speed	5,0 m/s
Rope diameter	45 mm
Cycle time	23,6 s
Loading speed	0,80 m/s
Unloading speed	0,70 m/s
Rope tension SmaxR	197 kN
Rope tension CSmax	421 kN

55089934

⚠ IMPORTANT:
PRELIM. DRAWING
DETAIL PLANNING
ONLY UPON CONSULTATION
AN APPROVAL OF ENGINEERING DEPT. ⚠

Index	Revision	Date	Name

Configuration

ID No.

Doppelmayr

Doppelmayr USA, Inc.
3160 West 500 South
Salt Lake City UT 84104

Scale 1/100

	Date	Name
drawn	15.08.2023	Frenchik Jim
approved	16.08.2023	Frenchik Jim
saved	17.08.2023	Frenchik Jim

G-Class 0

Mass kg

Plot Remark

Installation Mayflower Roller7 - 6-CLDB

Order SAA0003215 Piece X

RETURN/TENSION BOTTOM STATION

DCD6B / D16-6.4 / v=5.0m/s

Master-3D

Original Drawing No. 90008620NAE309001 ID No. 55058410

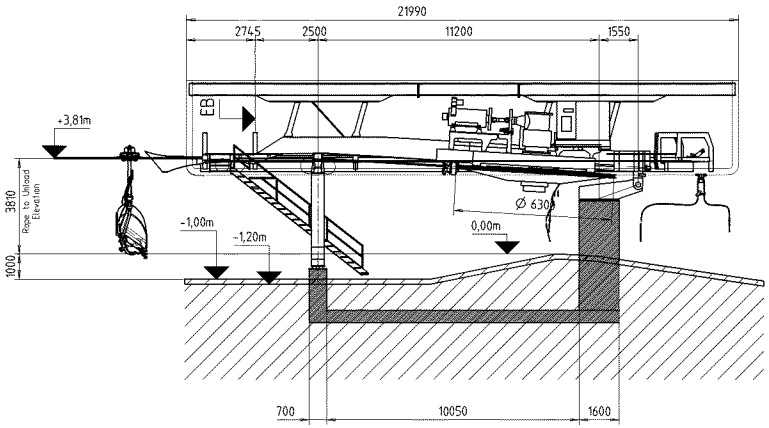
Drawing No. 90011081NAE309001 Index A

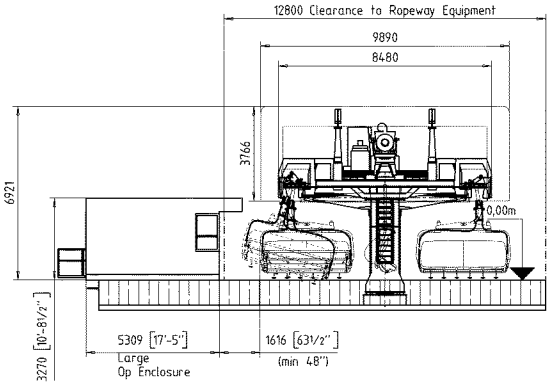
A1

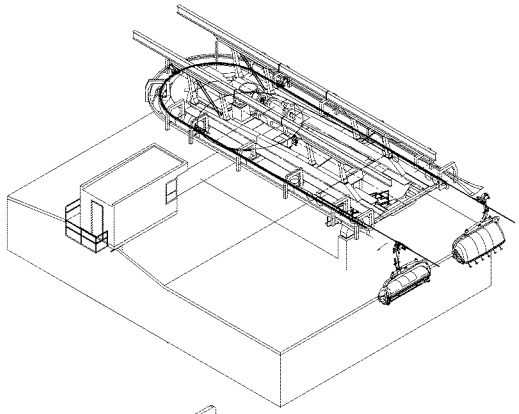
This drawing is intellectual property of Doppelmayr USA, Inc. This Drawing or information is our property and must not be copied nor utilized in whole or in part without permission and is subject to return upon request.

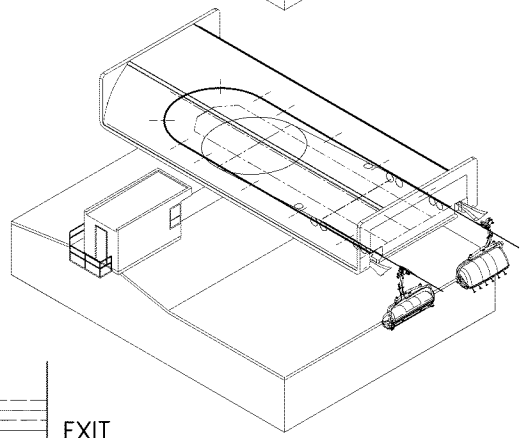
UC Draft

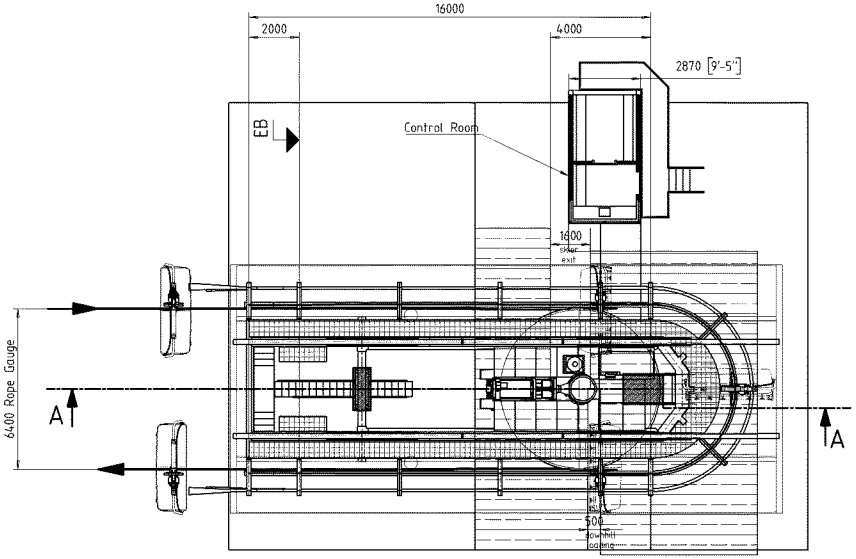
Section A-A
S= 1:100

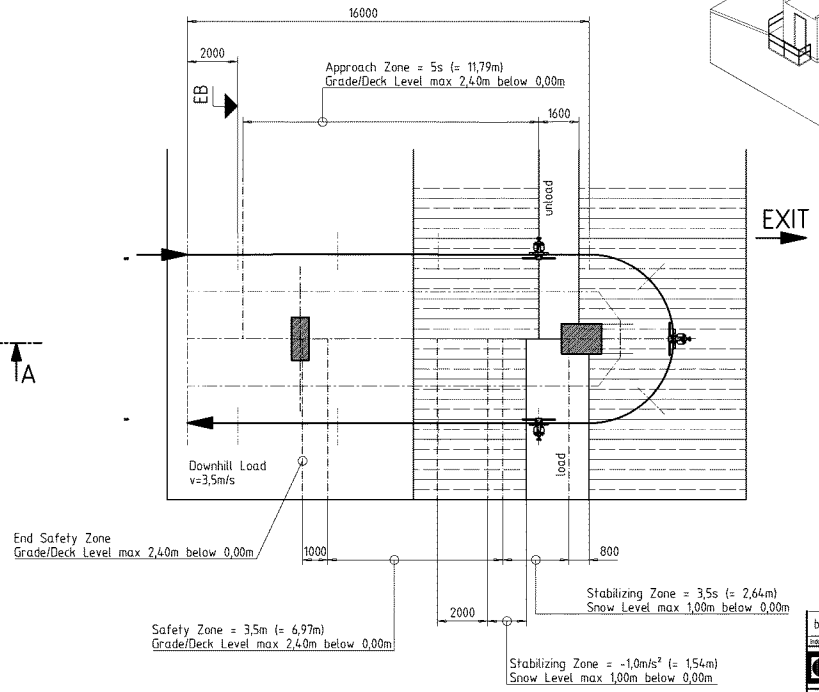












IMPORTANT:
PRELIM. DRAWING
DETAIL PLANNING
ONLY UPON CONSULTATION
AN APPROVAL OF ENGINEERING DEPT.

Standard	
safety area	EN12929-1:2015, 11.2
stabilisation area	EN12929-1:2015, 11.2
approach area	EN12929-1:2015, 11.3

Performance data	
Capacity	3000 pph
Interval	7,2 s
Speed	5,0 m/s
Rope diameter	45 mm
Cycle time	25,2 s
Loading speed	0,70 m/s
Unloading speed	0,80 m/s
Rope tension SmaxR	291 kN
Rope tension SmaxT	565 kN

Index	Revision	Date	Name
b	large Op Enclosure, no station parking	27.02.2024	Campanella M.

Doppelmayr
Doppelmayr USA, Inc.
3968 West 500 South
Salt Lake City UT 84104

Configuration: 55089946 (ID No.)

Scale: 1/100 | Date | Name
drawn: 17.08.2023 Preschle Jan
approved: 28.02.2024 Campanella M.
issued: 28.02.2024 Campanella M.
PM/ Reason:

G-Class: 0
Mass: kg

Installation: Mayflower Roller 7 - 6-CLDB
Order: SAA0003215 Place: X

DRIVE/FIXED TOP STATION
DCD6B / D16-6.4 / V=5.0M/S

Master-3D: Original Drawing No. 90008624NAE309001 (ID No. 5505843)
Drawing No. 90011086NAE309001 Index B
Size: A1

This drawing is intellectual property of Doppelmayr USA, Inc. This Drawing or information in our property and must not be copied nor utilized in whole or in part without permission and is subject to return upon request.

created: mice 2024-02-28 01:19 Stasis: released

Zachary Alhamra

From: Daren Rasmussen <darenrasmussen@utah.gov>
Sent: Monday, November 6, 2023 6:31 PM
To: Zachary Alhamra
Cc: Mike Walker; Garrett Lang (DV); Connor Dinsmore; Hannah Tyler (DV); Eric Mann (DEN); Joe Kilar; Steve Graff (DV); Michael Demkowicz
Subject: Re: Lift 7 CUP & SLO - Stream Corridor Follow-up

With the review today of the drainage from aerial maps and discussion, I concur.

-Daren

Daren Rasmussen
Environmental Scientist- Dam Safety & Stream Alterations
M: (801) 244-1748 **W:** 801-538-7377
E: DarenRasmussen@utah.gov

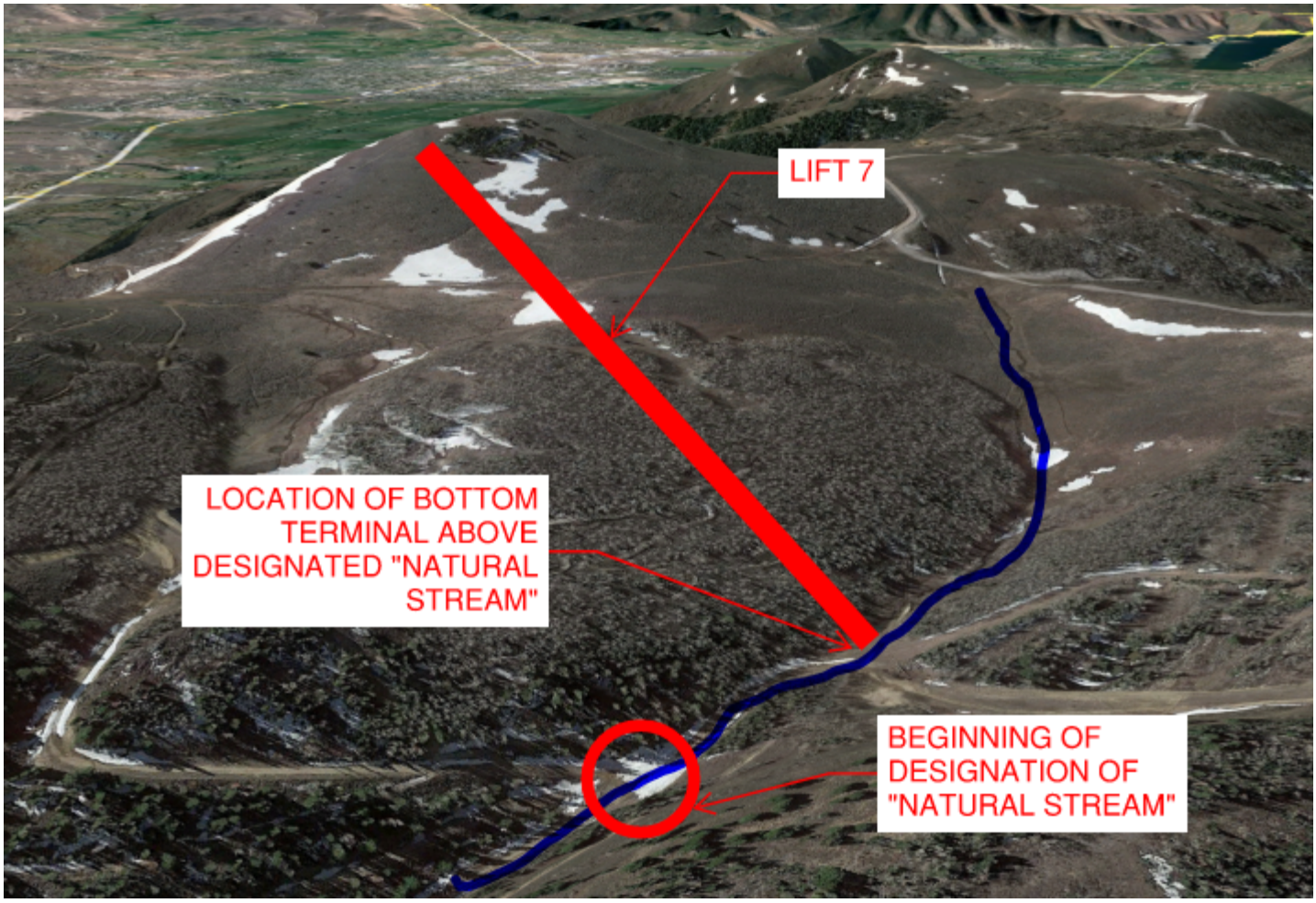
Utah Department of Natural Resources
Division of Water Rights (State Engineer's Office)

waterrights.utah.gov

The content of this email is confidential and intended for the recipient specified in the message only. It is strictly forbidden to share any part of this message with any third party without the written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion so that we can ensure such a mistake does not occur in the future. Messages to and from this email address may be considered public records and thus subject to Utah GRAMA requirements. If message is encrypted, you can contact me for any further clarification.

On Mon, Nov 6, 2023 at 4:50 PM Zachary Alhamra <zachary@alliance-engr.com> wrote:

> Hi All,
>
> I spoke with Daren Rasmussen with the Utah Division of Water Rights (cc'd to this correspondence) regarding the placement of the bottom terminal of Lift 7 in the location shown in image below.
>
> Daren has decided to designate the stream channel identified on the National Wetlands Inventory Map (shown below by the blue line) as a "natural stream" that begins at the intersection of Ontario ski run and the service road that leads to the pond (location shown by red circle below). Everything below this point (running into Ontario Canyon) will be designated as such. This is great news, as the location of the bottom terminal of proposed Lift 7 is upstream of this and will, as result, NOT be subject to any special permitting processes for stream alteration.



Best,

Zachary Alhamra, P.E.

Civil Engineer

ALLIANCE ENGINEERING

SINCE 1978

Alliance Engineering

2700 W Homestead Rd

STE 50 & 60

Park City, UT 84098

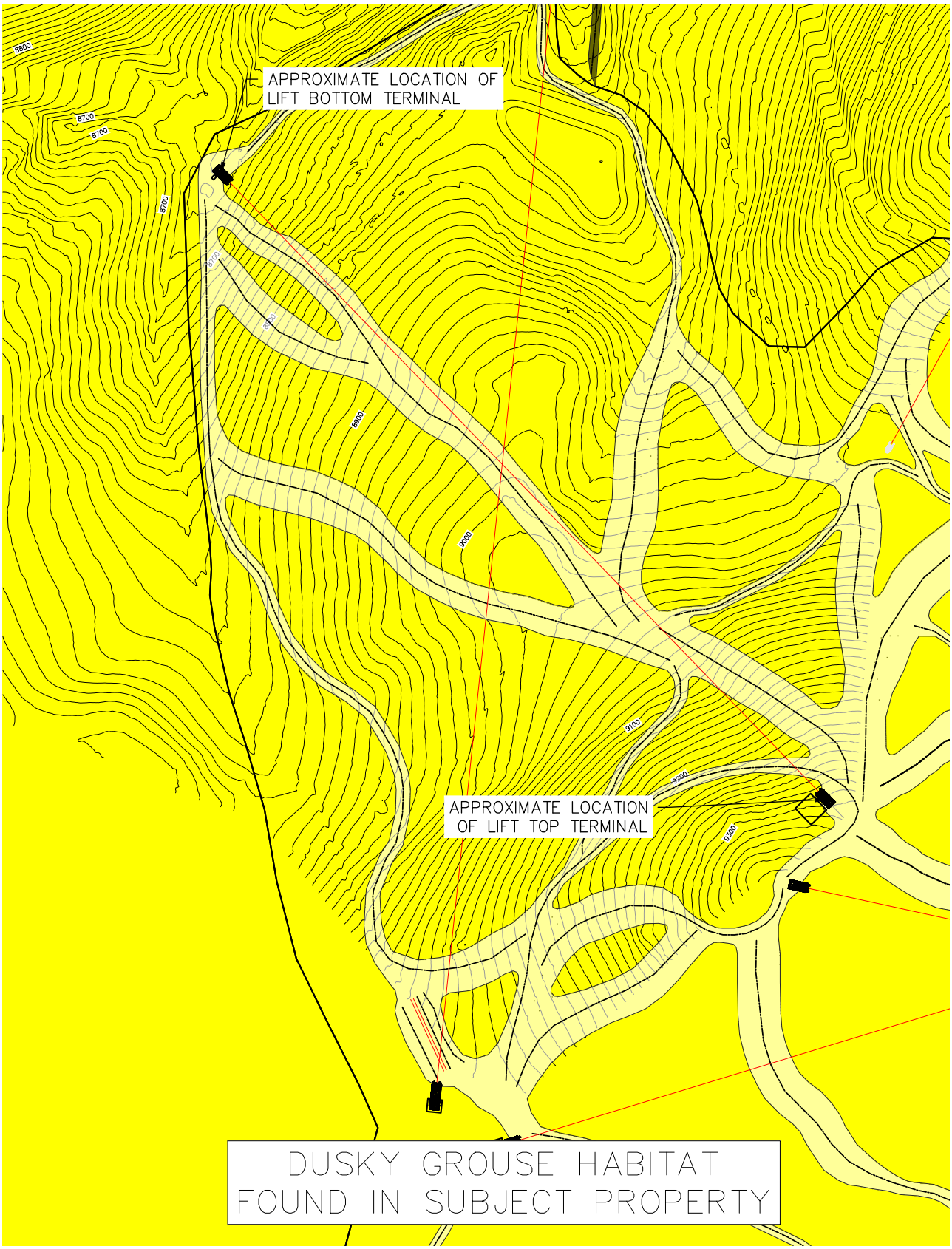
Direct 435.602.4994

alliance-engr.com

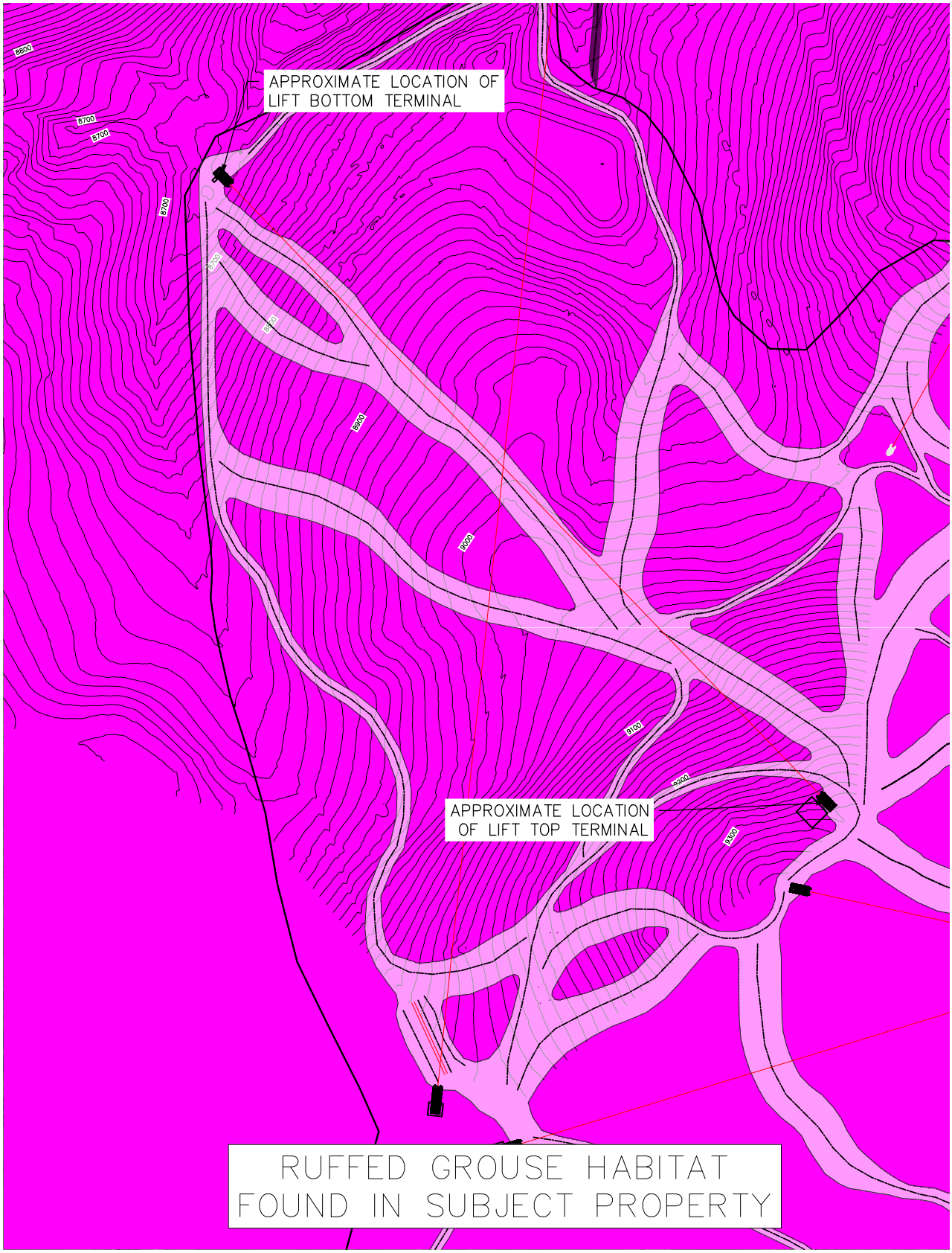
9. Wildlife Habitat Areas

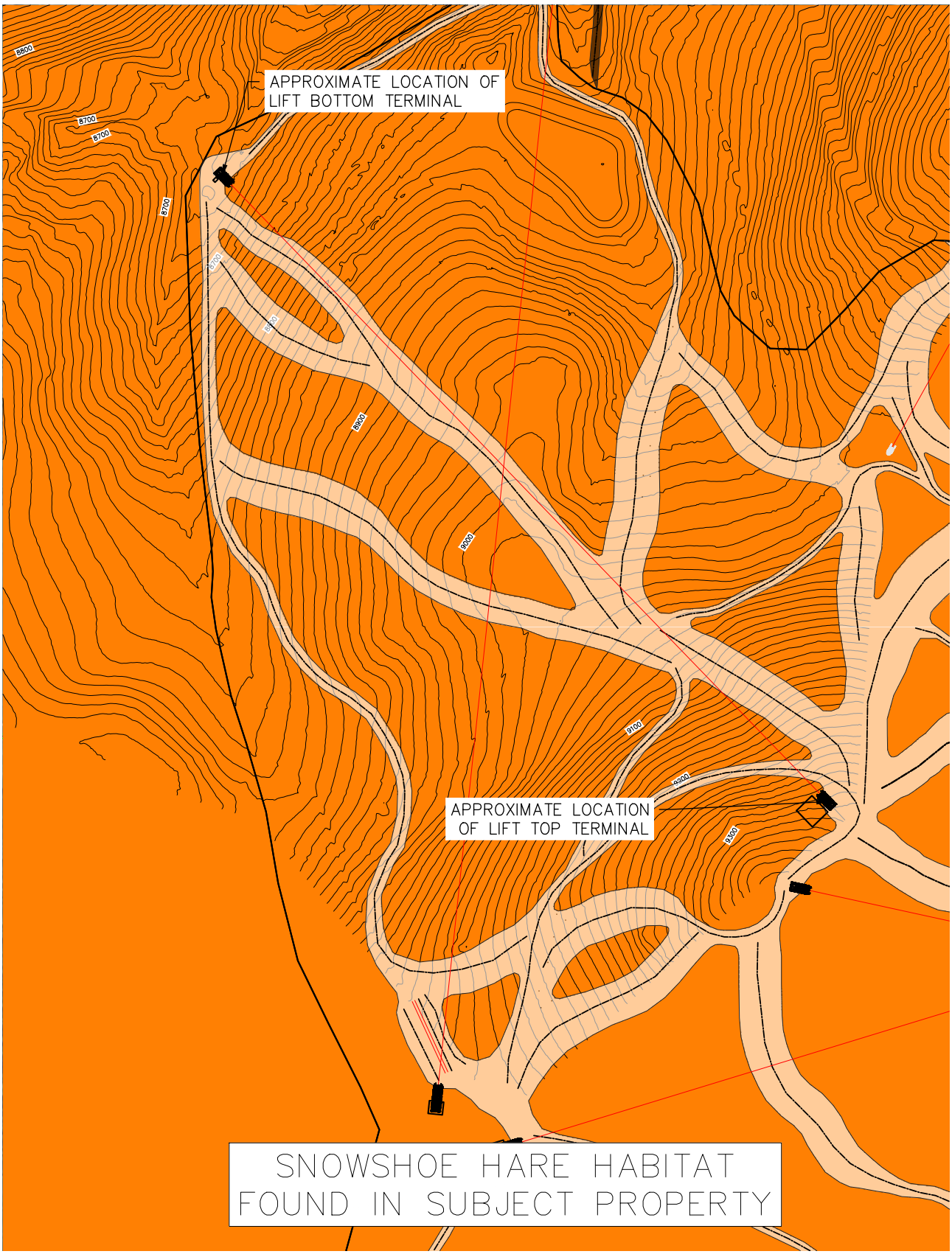
The project area is identified as a wildlife habitat by the Utah Department of Natural Resources for the following species: black bear, dusky grouse, ruffed grouse, moose, mule deer, rocky mountain elk, white-tail jackrabbit and snowshoe hare. Specified as either **crucial**- the local population depends heavily on the area for survival, as there are no available alternative habitats in the area, or **substantial-** the habitat is used by the species but is not crucial for the population's survival. Each study (**detailed in the sheets to follow)** shows the species' approximate habitat zone using the latest data uploaded by Utah's Division of Wildlife Resources. Data was collected by wildlife biologists using observations, surveys and radio/satellites. The following is a table of the wildlife directly impacting subject property:

Species	**Habitat**
Black Bear	Year-Long Crucial
Dusky Grouse	Year-Long Crucial
Ruffed Grouse	Year-Long Crucial
Moose	Year-Long Crucial, Calving Habitat
Mule Deer	Summer Crucial
Rocky Mountain Elk	Winter Crucial
White-Tailed Jackrabbit	Year-Long Crucial
Snowshoe Hare	Year-Long Crucial

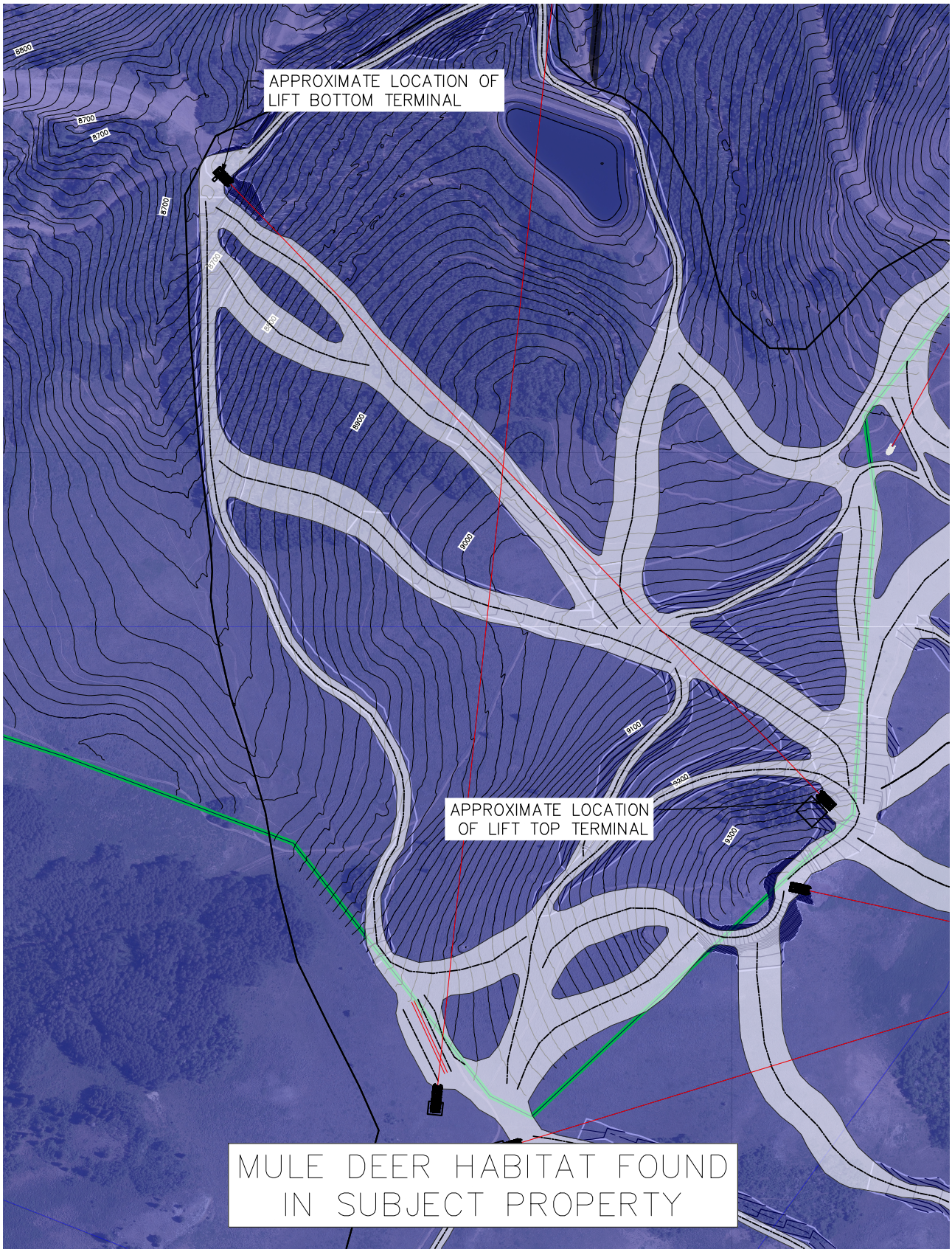

APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
DUSKY GROUSE HABITAT FOUND IN SUBJECT PROPERTY

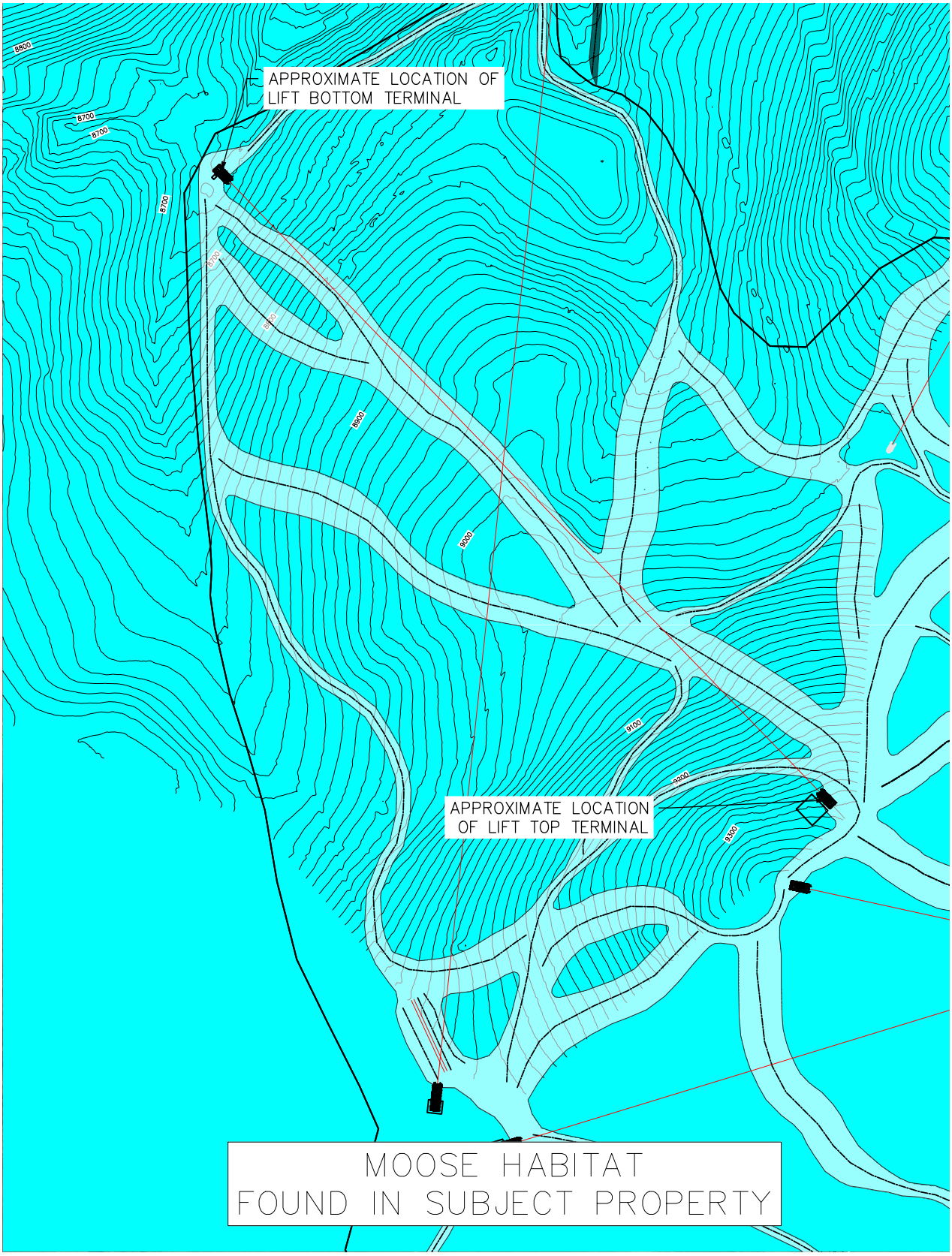

APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
BLACK BEAR HABITAT FOUND IN SUBJECT PROPERTY


APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
RUFFED GROUSE HABITAT FOUND IN SUBJECT PROPERTY


APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
SNOWSHOE HARE HABITAT FOUND IN SUBJECT PROPERTY


APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
WHITE-TAILED JACKRABBIT HABITAT FOUND IN SUBJECT PROPERTY


APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
MULE DEER HABITAT FOUND IN SUBJECT PROPERTY


APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
MOOSE HABITAT FOUND IN SUBJECT PROPERTY


APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
ELK HABITAT FOUND IN SUBJECT PROPERTY

01208656 B: 2791 P: 1484
Page 1 of 8
Rhonda Francis Summit County Recorder
08/25/2023 08:14:09 AM Fee $40.00
By HIGH COUNTRY TITLE
Electronically Recorded

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

PAUL HASTINGS LLP
200 Park Avenue
New York, New York 10166
Attention: Bruce DePaola, Esq.

(Space Above For Recorder's Use)

Tax ID Numbers listed on
Exhibit B attached hereto.

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE AGREEMENT (this "**Memorandum**"), dated as of August 24, 2023, is entered into by and among **BLX LEASE 2 LLC**, a Delaware limited liability company ("**Landlord**"), and **DEER VALLEY RESORT COMPANY, LLC**, a Utah limited liability company ("**Tenant**").

WHEREAS, Landlord and Tenant have entered into that certain Ground Lease, dated as of August 24, 2023 (the "**Lease Agreement**");

WHEREAS, the term of the Lease Agreement is approximately one hundred and five (105) years, commencing on August 24, 2023 and expiring on August 23, 2128; and

WHEREAS, this Memorandum is prepared for recordation purposes only, and it in no way modifies the terms, conditions, provisions and covenants of the Lease Agreement. The rent and other obligations of Landlord and Tenant are set forth in the Lease Agreement, to which reference is made for further information. This Memorandum describes only selected provisions of the Lease Agreement, and reference is made to the full text of the Lease Agreement for the full terms and conditions thereof. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum and the Lease Agreement, the terms, conditions and covenants of the Lease Agreement shall prevail.

NOW, THEREFORE, Landlord and Tenant have caused this Memorandum to be executed and recorded in the Official Records of Summit County and Wasatch County, Utah to provide constructive notice of the Lease Agreement, and all parties taking title to the property described on Exhibit A attached hereto owned by Landlord shall be deemed to have notice of each and every provision contained in the Lease Agreement.

This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Lease as of the day and year first above written.

TENANT:

DEER VALLEY RESORT COMPANY, LLC
a Utah limited liability company

By: _____
Name: Todd Bennett
Title: President and Chief Operating Officer

[Acknowledgement Follows]

STATE OF UTAH)

)

COUNTY OF Summit) ss.:

On the 11th day of August, 2023, personally appeared before me Todd Bennett, who being duly sworn, did say that he is the President and Chief Operating Officer of Deer Valley Resort Company, LLC, a Utah limited liability company, and that the foregoing instrument was signed in his capacity of such entity.

ALISSA BATCHELOR
Notary Public, State of Utah
Commission # 713076
My Commission Expires On
July 20, 2024

Alissa Batchelor
NOTARY SIGNATURE AND SEAL

SIGNATURE PAGE TO MEMORANDUM OF GROUND LEASE

LANDLORD:

BLX LEASE 2 LLC,
a Delaware limited liability company

By: _____
Name: Gary Barnett
Title President

[Acknowledgement Follows]

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

On August 10, 2023 before me, Notary Public, personally appeared, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

IAN TYLER ROSS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RO6279225
Qualified in New York County
Commission Expires 04/08/2025

SIGNATURE PAGE TO MEMORANDUM OF GROUND LEASE

EXHIBIT A

Legal Description of Demised Premises

Parcels B, C, D, E, F, G, H, I, M, O, P, U, Z, AA, BB, CC, DD, EE, FF, GG, HH, 1E1, 1E2, 6A1 and 6B1, **MIDA Mountain Plat Amending the Park Peak Assessment Plat** on file and of record in the Wasatch County Recorder's Office as such parcels are depicted by metes & bounds on said MIDA Mountain Plat recorded June 9, 2023 as Entry No. 533309 in Book 1444 at Page 142-149 of the official records.

Parcels 1A, 1B, 1C, 1D, and 1F, **MIDA Master Development Plat Amended 2022**, according to the official plat thereof, recorded July 27, 2022 as Entry No. 522596 in Book 1417 at Page 852 of the official records in the office of the Wasatch County Recorder.

Parcels A, B & C, **McHenry Estates Subdivision**, according to the official plat thereof on file and of record in the office of the Wasatch County Recorder, recorded April 18, 2023 as Entry No. 531622 at Book 1439 Page 1070-1082.

Parcels E, H & J, **Overlook Estates Subdivision**, according to the official plat thereof on file and of record in the office of the Wasatch County Recorder, recorded April 20, 2023 as Entry No. 531683 at Book 1439 Page 1377-1390.

Lot 29, 30 & 32, **MIDA Master Development Plat Amended 2023**, according to the official plat thereof on file and of record in the office of the Wasatch County Recorder, recorded April 18, 2023 as Entry No. 531618 at Book 1439 at Page 1055.

The **Rattler No. 2 Patented Lode Mining Claim, Lot No. 154**, as the same is more particularly described in that certain United States Mineral Entry Patent recorded April 14, 1922 as Entry No. 38392 in Book 9 of Mining Deeds at Page 420 of the official records in the office of the Wasatch County Recorder.

Wasatch County Parcel IDs:

00-0021-5543, 00-0021-7757, 00-0021-7758, 00-0021-7759, 00-0021-7760, 00-0021-7762, 00-0021-8446, 00-0021-8447, 00-0021-8449, 00-0021-8481, 00-0021-8482, 00-0021-8483, 00-0021-8544, 00-0021-8547, 00-0021-8549, 00-0021-8632, 00-0012-5380, 00-0021-8636, 00-0021-8638, 00-0021-8640, 00-0021-8642, 00-0021-8644, 00-0021-8646, 00-0021-8652, 00-0021-8655, 00-0021-8656, 00-0021-8658, 00-0021-8662, 00-0021-8631, 00-0021-8633, 00-0021-8635, 00-0021-8637, 00-0021-8639, 00-0021-8641, 00-0021-8643, 00-0021-8645, 00-0021-8626, 00-0021-8627, 00-0021-8628, 00-0021-8629

Parcels Q, R &T as created pursuant to that certain **Boundary Line Agreement and Consolidation with Quit Claim**, recorded June 21, 2023 as Entry No. 01206048, in Book 2785 Page 0088 on file and of record in the Summit County Recorder's Office, with reference to that

61°41'03" West 2092.69 feet to the county line; thence coincident with the county line the following ten (10) courses: 1) North 39°50'39" West 472.53 feet; thence 2) North 72°49'49" West 317.34 feet; thence 3) North 46°44'51" West 87.91 feet; thence 4) North 70°56'49" West 502.06 feet; thence 5) North 51°55'48" West 481.96 feet; thence 6) North 55°53'11" West 467.33 feet; thence 7) North 21°49'11" West 317.76 feet; thence 8) North 59°58'53" West 360.43 feet; thence 9) North 33°23'10" West 467.37 feet; thence 10) South 85°11'28" West 162.96 feet to the POINT OF BEGINNING.
Containing 89.35 acres, more or less.

PARCEL T

SAID PARCEL T BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Basis of Bearings for the herein described parcel being North 88°38'16" East, 8,029.15 feet between the 2006 Wasatch/Summit Co. aluminum pipe cap marking the Quarter Corner common to Sections 28 & 33, and the 2016 Summit County aluminum pipe cap marking the common Corner of Sections 26, 27, 33 & 34 of Township 2 South, Range 4 East, Salt Lake Base and Meridian.

BEGINNING AT A POINT, said point being on the Summit/Wasatch County Line, said point also being South 43°22'06" East 2165.08 feet from the Section corner common to Sections 27, 28, 33 & 34 Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence South 73°58'01" West 1168.86 feet; thence North 65°34'17" West 585.49 feet; thence South 68°42'41" West 107.73 feet to corner No. 4 of the Sunnyside MS 5931 Mine Claim; thence coincident with the boundary of said claim the following four (4) courses: 1) South 88°25'31" West 599.10 feet; thence 2) North 05°09'36" West 68.10 feet; thence 3) North 03°37'18" West 612.49 feet; thence 4) North 00°20'54" West 599.67 feet to a southerly boundary of Parcel A as shown on Record of Survey 10192 on file and of record in the Summit County Recorder's Office; thence coincident with said southerly boundary of Parcel A the following two (2) courses: 1) South 71°23'14" East 2138.46 feet; thence 2) North 80°23'25" East 598.80 feet to the Summit/Wasatch County line; thence coincident with the county line the following two (2) courses: 1) South 29°54'12" West 393.72 feet; thence 2) South 04°19'40" West 219.23 feet to the POINT OF BEGINNING.

Containing 50.75 acres, more or less.

Summit County Parcel IDs:
PCA-85-D, PCA-S-85, PCA-S-81-A, PCA-S-98-R

TOGETHER WITH CERTAIN EASEMENT RIGHTS OF RECORD

4853-4177-9578, v. 1

Date: 2/12/2015

Mine Sites

- Mine_Sites
- FlagstaffBoundary
- PCMR_annex
- Mining Claims
- Talisker Land Holdings
- Park Properties
- United Park City Mines
- National Forest
- Parcels

Critical mine sites

Counterweight
water tank
fire hose house
fire hose house 2
water tower 3
Alliance Mine Site--Mine Office/Dwelling
Alliance Mine Power House
Judge Mine Site - Assay Office and Change Room Building
California-Comstock Mine Site - Mill Structure
Ontario Mine Water Tank A
Ontario Mine Water Tank B, C, and D
Jupiter mine - Ore bin
Little Bells Ore Bin
Little Bell Mine--Ore Bin

1:25,100

Spencer Lace, Park City Municipal Corp

Ore bin and pump house
Spiro mine tunnel
Silver king consolidated-industrial structure (sundance ins)
Armstrong bench water tank (above Silver Star)
Silver king consolidated-mill bldg

Counterweight

Marsac mill site
Marsac City Hall

Union Pacific High-Line Spur
Ontario Drain Tunnel No. 1 portal site
Judge Loading Station site
Ontario Mill site
test

Silver King Consolidated Mine - Ore Bin
silver queen tank fire hose house
water tank
retaining wall
Silver King Mine Site - Mill Building
mill building
fire hose house
concentrator
Silver King Mine Site - Stores Dept Building
Silver King Mine Site - Change House
Silver King Mine Site - Hoist House
water tower 3

Daly-Judge Mill foundations
American Flag Mine site
Alliance Drain Tunnel site
Massachusetts Mine Site
Alliance Mine Power House
Massachusetts Mine site
Alliance Mine Site - Mine Office/Dwelling
Judge Mine Explosives Bunker Portal
Judge Mine - Shed Structure
Judge Mine Site - Assay Office and Change Room Building

Ontario Mine No. 3 Shaft
Ontario Mine No. 2 Shaft site
Ontario Mine Water Tank A
Ontario Mine Water Tank E
Ontario Mine Site
Ontario Mine No. 1 Shaft site
Ontario Mine Water Tank B, C, and D

Thaynes Mine Conveyor Gallery
Thaynes Mine Fire Hydrant Shack
California-Comstock Mine Site - Mill Structure
Thaynes Mine Hoist House
Silver King Mine Site - Boarding House

Daly Mine Shaft No. 2 site
Daly Mine Shaft #1
Daly Mine Shaft #1
Daly Mine Shaft #2
Daly Mine Shaft #1
Daly Mine Shaft No ?? Wrong site
Diamond-Nemrod Mine site
Mears Company shaft site
#23 on map. No sign. Some tailings
Daly-West Mine site
Daly West Mine

Proposed Lift 7 Location

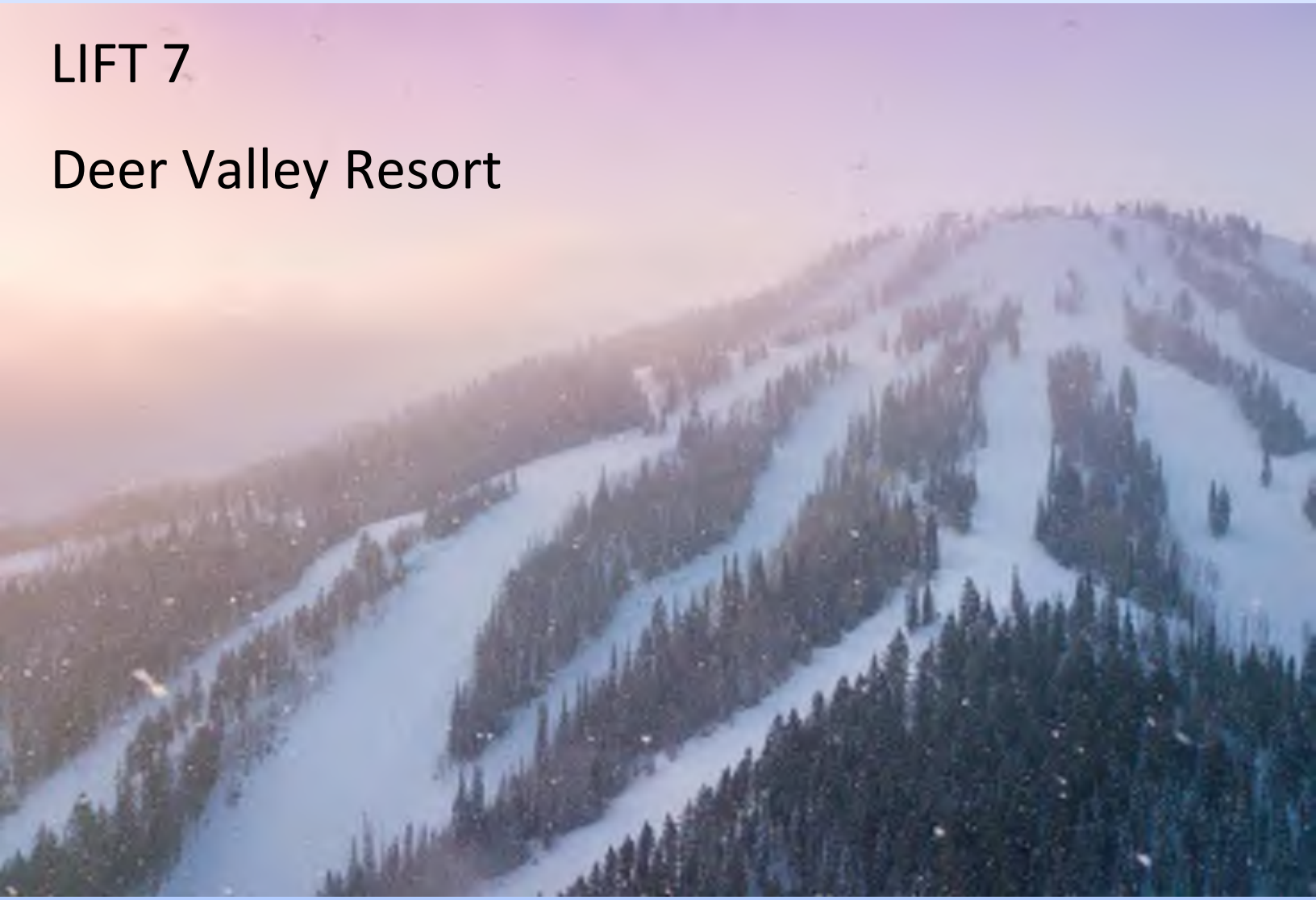
Jupiter mine - Ore bin
Anchor (Daly-Judge) Mine site
Quincy Mine site
Quincy
Little Bell Mine--Ore Bin
Old Pipe?!
Little Belle Ore Bin
Mine waste dump
Log structure
White Pine Mine site
Lucky Bill Mine site
Flagstaff Mine site
Not sure
Thing

N 1:9,272

Spencer Lace, Park City Municipal Corp

LIFT 7

Deer Valley Resort



SENSITIVE LAND OVERLAY ZONE – ORDINANCE PROVISIONS

PREPARED IN ACCORDANCE WITH PARK CITY LAND MANAGEMENT CODE

BY ZACHARY ALHAMRA

ALLIANCE-ENGR.COM

INDEX:

PARK CITY LAND MANAGEMENT CODE SECTIONS

15-2.21-1 Purpose..... 3
15-2.21-2 Overlay Review Process..... 3
15-2.21-3 Sensitive Lands Overlay Zone – Ordinance Provisions..... 4

SENSITIVE LAND OVERLAY ZONE

1. **Visual Assessment & Designated Vantage Points.....7**
2. **Slope/Topographic Map..... 15**
3. **Soil Investigation/Geotechnical Report.....16**
4. **Ridge Line Area.....16**
5. **Vegetative Cover..... 18**
6. **Designated Entry Corridors and Vantage Points (SEE SECTION 1 – VISUAL ASSESSMENT)**
7. **Wetlands..... 20**
8. **Stream Corridors, Canals and Irrigation Ditches..... 21**
9. **Wildlife Habitat Areas..... 22**

APPENDIX A – GEOTECHNICAL REPORT
APPENDIX B – UTAH ECOREGIONS

***Notice:** All photos and maps, unless otherwise stated, was obtained from the city website and various other sources. Alliance Engineering does not take credit for the supporting material provided within this report.*

15-2.21-1 PURPOSE:

The purpose of the Sensitive Land overlay (SLO) is to:

A) Require dedicated open space in aesthetically and environmentally sensitive Areas;
B) Encourage preservation of large expanses of open space and wildlife habitat;
C) Cluster development while allowing a reasonable use of property;
D) Prohibit development on ridge line areas, steep slopes, and wetlands; and
E) Protect and preserve environmentally sensitive land.

(*Amended by Ord. No. 07-81)*

15-2.21-2 REVIEW PROCESS:

A) **SENSITIVE LAND ANALYSIS**
- Applicants for development within the SLO must identify the property's sensitive environmental and aesthetic areas such as steep slopes, ridge line areas, wetlands, stream corridors, wild land interface, and wildlife habitat areas and provide at time of application a sensitive land analysis.

B) **APPLICATION OF OVERLAY ZONE REGULATIONS**
- Regulatory standards apply to the type of sensitive land delineated.

C) **SITE DEVELOPMENT SUITABILITY DETERMINATION**
- Staff shall review the sensitive land analysis, apply the applicable sensitive land overlay regulations, Section 15-2.21-4 through 15-2.21-8, and shall prepare a report to the applicant and the Planning Commission identifying those areas suitable for development as developable land.

D) **HARDSHIP RELIEF**
- If the Applicant demonstrates that the regulations PARK CITY MUNICIPAL CODE - TITLE 15 LMC, Chapter 2.21 Sensitive Land Overlay Zone (SLO) Regulations 15-2.21-2 would deny all reasonable use of the property, the Planning Commission may modify application of these regulations to provide the applicant reasonable use of the property.

(Amended by Ord. No. 2023-19)

15-2.21-3 SENSITIVE LANDS OVERLAY ZONE – ORDINANCE PROVISIONS:

A. <u>SENSITIVE LANDS ANALYSIS</u>

1. **Visual Assessment.** A visual assessment of the Property from Vantage Points designated by the Planning Department and identified by the Applicant with latitude and longitude coordinates, depicting conditions before and after the proposed Development, including the proposed location, size, design, landscaping, and other visual features of the project.

2. **Slope & Topographic Map.** A slope and topographic map based on a certified boundary survey depicting contours at an interval of five feet (5') or less. The map must highlight area of high geologic hazard, areas subject to land sliding, and all significant steep slopes in the following categories:
   - **a.** Greater than 15% but less than or equal to 30%
   - **b.** Greater than 30% but less than or equal to 40%
   - **c.** Very steep slopes, greater than 40%.

3. **For Properties with Steep Slopes or with Very Steep Slopes within Fifty Feet (50') of the Property, the Following are also Required:**
   - **a. Soil Investigation Report.** A soil investigation report, including but not limited to shrink-swell potential water table elevation, general soil classification and suitability for Development, erosion potential, hazardous material analysis, and potential frost action. The soils report shall indicate whether the property is 1) within the Prospector Soils Ordinance area and 2) within a Point Source water protection zone.
   - **b. Geotechnical Report.** A geotechnical report which must include the location of major geographic and geologic features, the depth of bedrock, structural features, folds, fractures, etc., and potential land slide and other high-hazard Areas such as mine shafts and avalanche paths.
   - **c. Additional Slope Information**. A Slope/topographic map depicting contours at an interval of two feet (2').

4. **Ridge Line Areas.** A map depicting all crests of hills and ridge line areas.

5. **Vegetative Cover.** A detailed map of vegetative cover, depicting the following:
   - **a.** Deciduous trees
   - **b.** Coniferous trees
   - **c.** Gamble oak or high shrub
   - **d.** Sage, grassland, and agricultural crops.

The Planning Department may require a more detailed tree/ vegetation survey if the site has unusual or significant vegetation, stand of trees, or woodlands.

6. **Designated Vantage Points.** Designated vantage points from which the proposed project is visible as identified by Staff and confirmed by the Applicant with latitude and longitude coordinates.

(Typical vantage points are listed in Section 15-2.21-3 of the Park City Municipal Code)

7. **Wetlands.** A map delineating all wetlands established by using the 1987 *Federal Manual for identifying and Delineating Jurisdictional Wetlands,* as amended. (*See Section 15-2.21-6)*.

8. **Stream Corridors, Canals & Irrigation Ditches.** A map delineating all stream corridors, canals, and irrigation ditches, defined by the Ordinary High-Water Mark.

9. **Wildlife Habitat Areas.** A map depicting all wildlife habitat areas, as defined by the wildlife habitat report shall be provided by the applicant. The wildlife habitat report shall be prepared by a professional, qualified in the areas of ecology, wildlife biology, or other relevant disciplines and describe the following:
    - **e.** The ecological and wildlife Use characterization of the Property explaining the species of wildlife using the Areas, the times or seasons the Area is used by those species, and the value, e.g. meaning feeding, watering, cover, nesting, roosting, or perching, that the Area provides for such wildlife species;
    - **f.** The existence of critical wildlife movement corridors;
    - **g.** The existence of special habitat features, including Key nesting Sites, feeding Areas, calving or production Areas, Use Areas for migrant song birds and grassland birds, fox and coyote dens, deer and elk winter concentration Areas as identified by the Utah Division of Wildlife, and Areas of high terrestrial or aquatic insect diversity.
    - **h.** Areas inhabited by or frequently utilized by any species identified by state or Federal agencies as Threatened or Endangered.
    - **i.** The general ecological functions provided by the Site and its features;
    - **j.** Potential impacts on these existing wildlife species that would result from the proposed development.

B. **ADDITIONAL INFORMATION AND STUDY REQUIREMENTS**. The planning department may require the Applicant to submit additional information as necessary (not presented in this document).

C. **SENSITIVE LANDS DETERMINATION**. The Planning Department shall review the information presented in the Sensitive Lands Analysis, as described in Section 15-2.21-3(A) and Section 15-2.21-3(B), and provide a recommendation to the Planning Commission determining and delineating all Sensitive Lands on the parcel, including Steep Slope Areas, Ridge Lines Areas, Entry Corridors, Wetlands, Stream Corridors, Irrigation Ditches, Wildland and Wildfire Interface Areas, and Critical Wildlife Movement Corridors and Habitat Areas.

1. VISUAL ASSESSMENT (INCLUDE ITEM 5 – DESIGNATED VANTAGE POINTS)

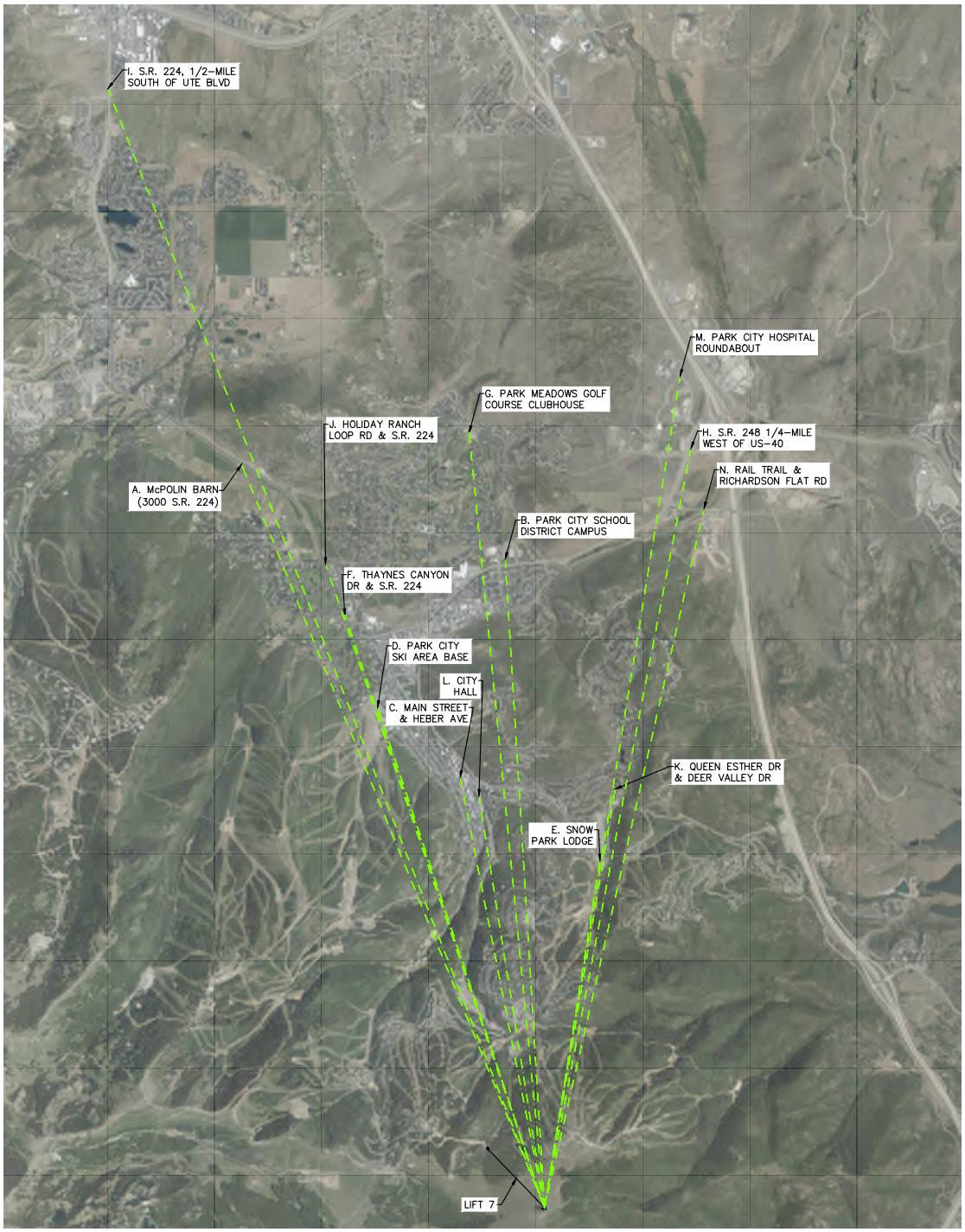


FIGURE 1: MAP OF DESIGNATED VANTAGE POINT

Vantage Point "A": McPolin Barn (3000 S.R. 224)



Vantage Point "B": Park City School District Campus



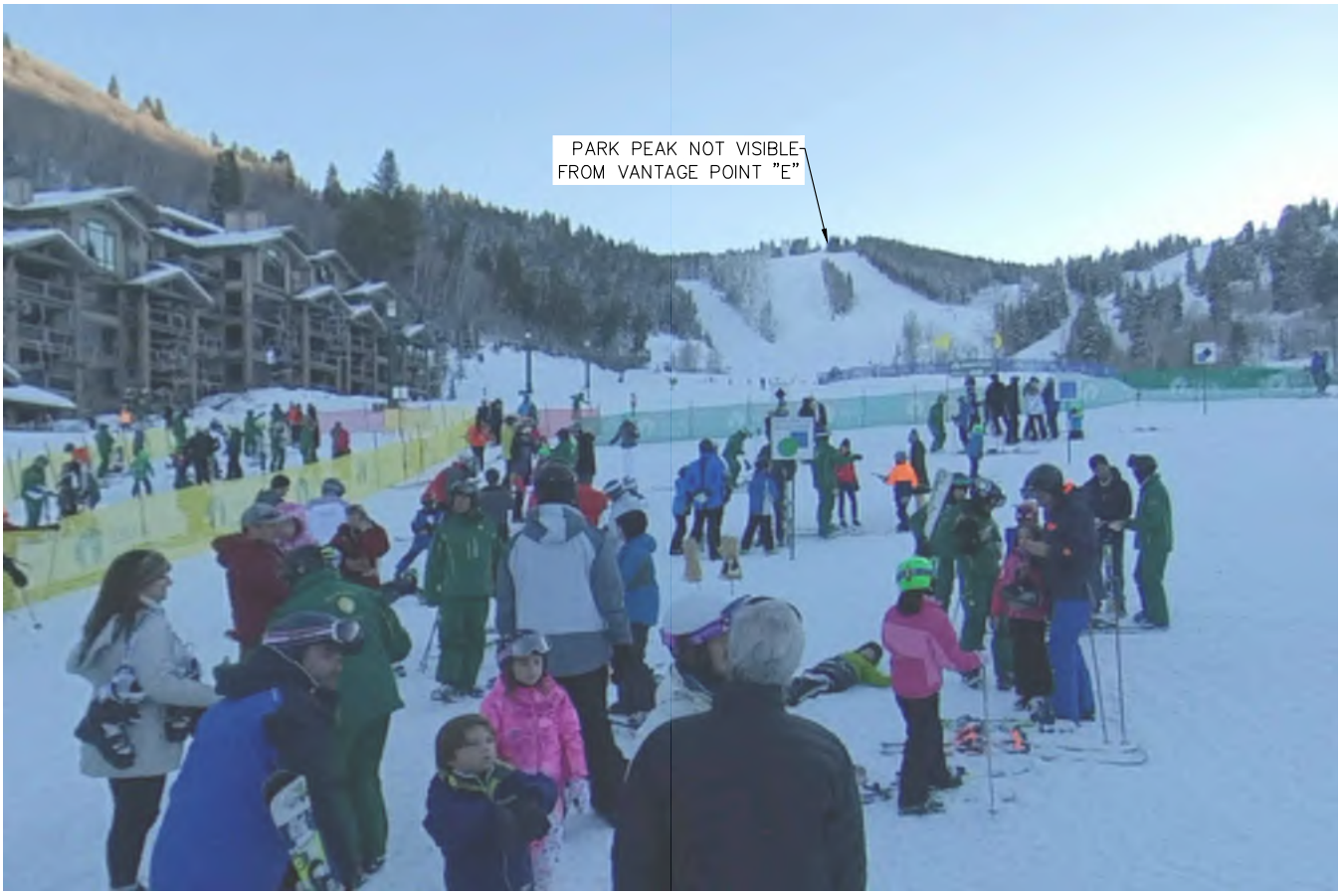
Vantage Point “C”: Intersection of Main Street and Heber Avenue



Vantage Point “D”: Park City Ski Area Base



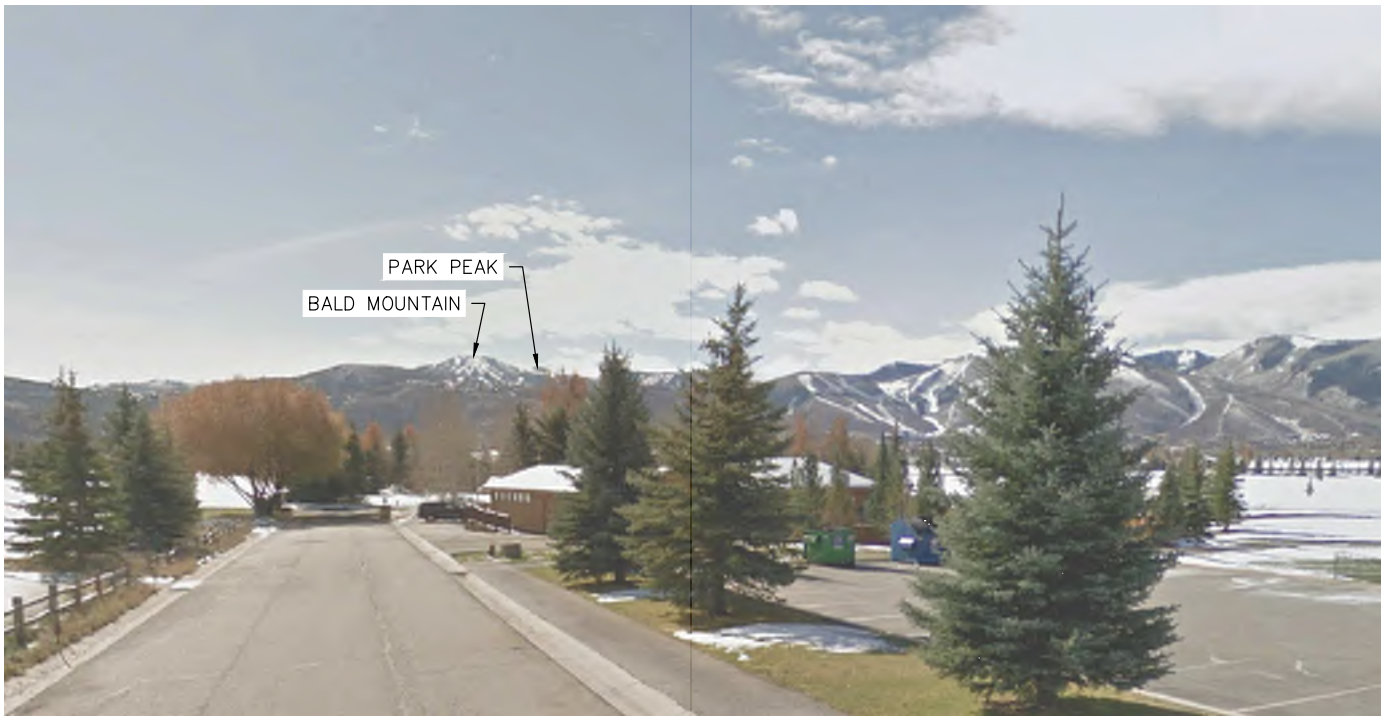
Vantage Point "E": Snow Park Lodge



Vantage Point "F": Intersection of Thaynes Canyon Drive and S.R. 224/Park Avenue



Vantage Point "G": Park Meadows Golf Course Clubhouse



Vantage Point "H": S.R. 248 at the turn-out one quarter mile west from HWY 40



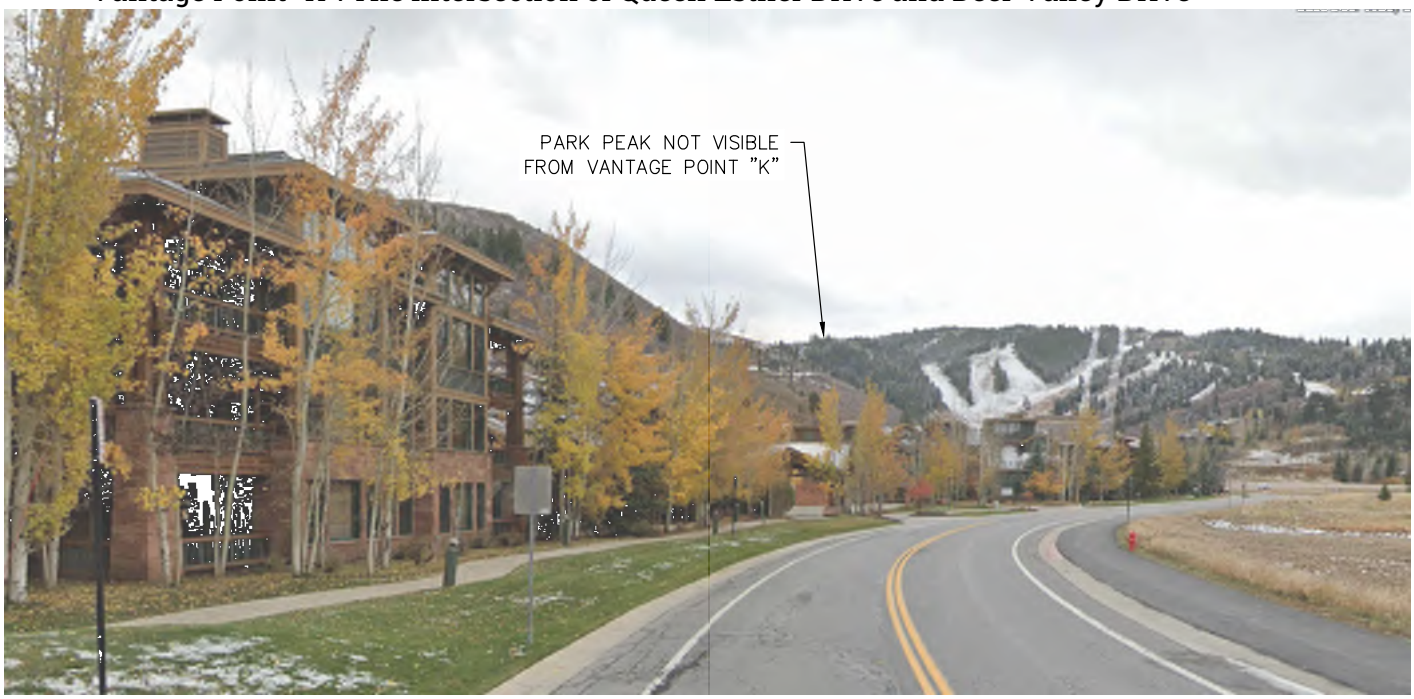
Vantage Point "I": S.R. 224, one-half mile south of the intersection with Ute Boulevard



Vantage Point "J": The intersection of S.R. 224 and Holiday Ranch Loop Road



Vantage Point "K": The intersection of Queen Esther Drive and Deer Valley Drive



Vantage Point "L": City Hall (445 Marsac Avenue)



Vantage Point “M”: The roundabout at the Park City Hospital (900 Round Valley Drive)



Vantage Point “N”: The intersection of the Rail Trail and Richardson Flat Road



2. SLOPE/TOPOGRAPHIC MAP

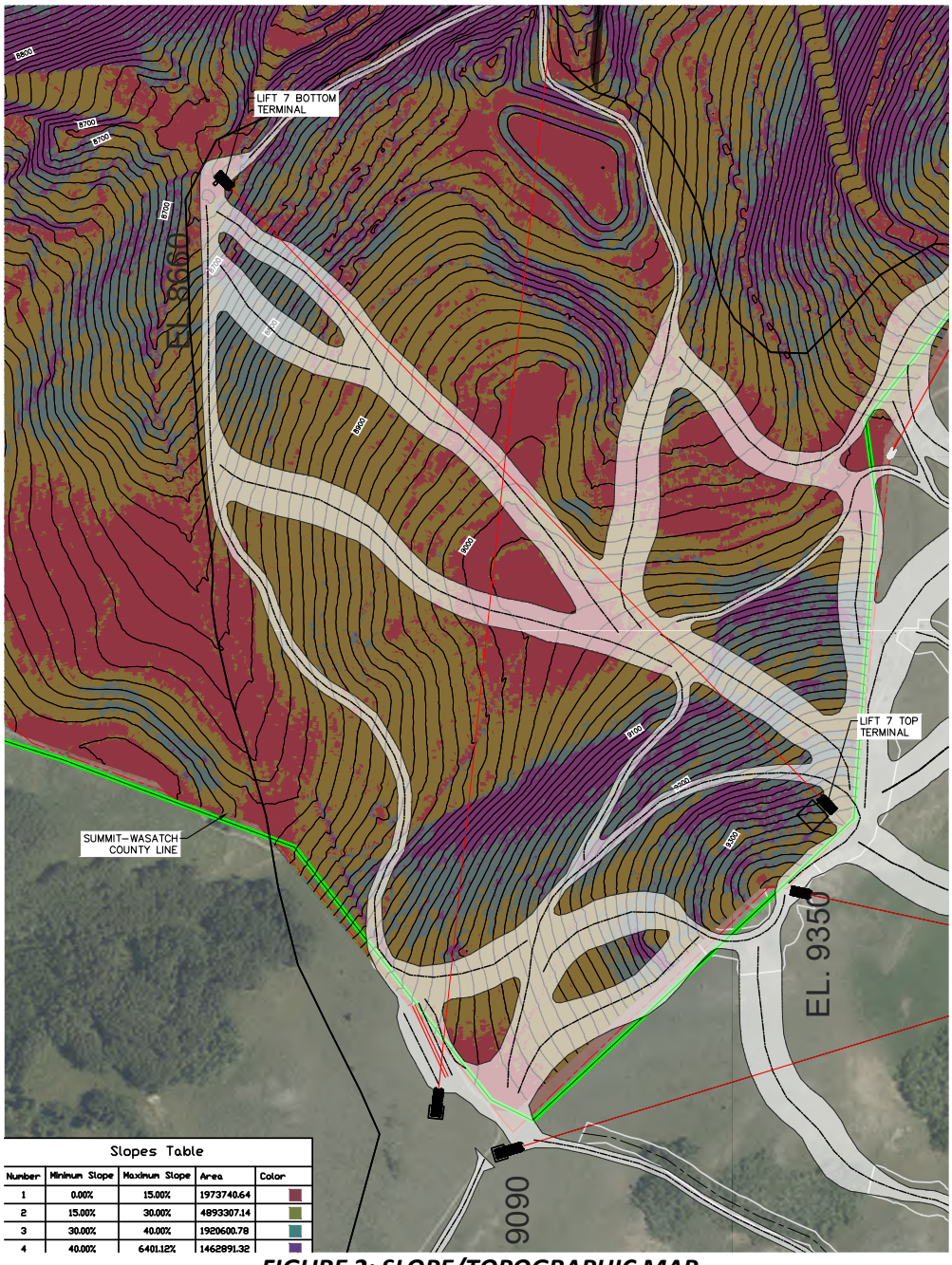


FIGURE 2: SLOPE/TOPOGRAPHIC MAP

A slope analysis was performed in order to better understand the area of interest's topography. The contours displayed represent every 10'.

3. SOIL INVESTIGATION/GEOTECHNICAL REPORT

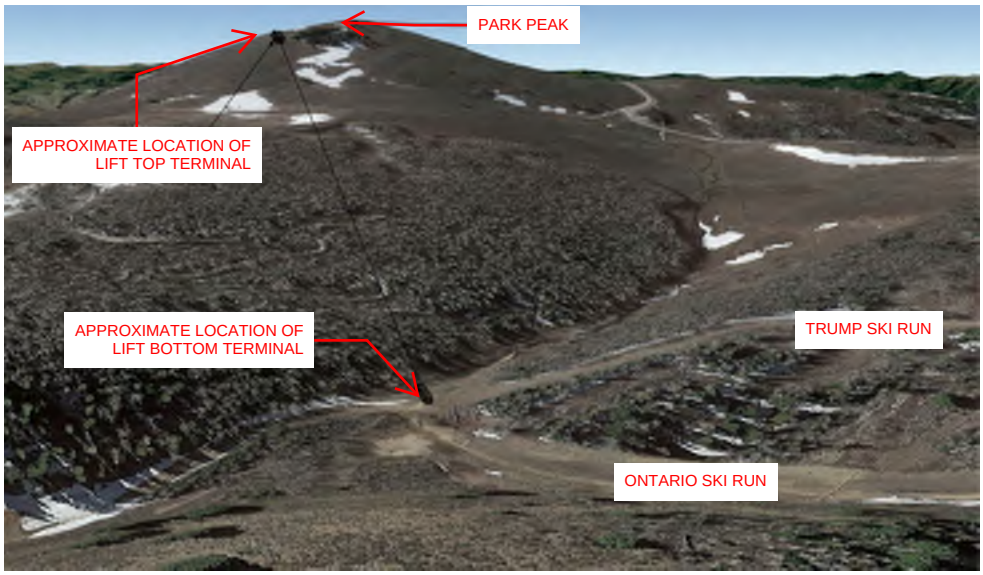
Refer to geotechnical report provided in Appendix A - “Geotechnical Report”.

4. RIDGE LINE AREAS

A ridge line study was performed to understand how future development will fit into the existing topography of Park City.

LIFT 7

a. The bottom terminal of Lift 7 will be situated at an approximate elevation of 8660’ near the intersection of the Trump and Ontario Ski Runs at Deer Valley and will not impact on the surrounding natural ridge lines.
b. The top terminal of Lift 7 will be situated on the ridge line that separates Wasatch and Summit Counties at an elevation of approximately 9285’. While sitting on a ridge line, this structure will only be visible from one of the Park City’s Designated Vantage Points (Vantage Point “G”: Park Meadows Golf Course Clubhouse) and will not be placed directly onto the peak. Given that the proposed Lift 7 will be a vital piece of infrastructure in the terrain expansion efforts to improve the recreational opportunities and experiences offered by Deer Valley Ski Resort, it’s construction shall be to great public benefit. Furthermore, there are numerous examples of existing ski area chairlifts in the Park City area that appear in greater prominence from the Designated Vantage Points than the proposed Lift 7.



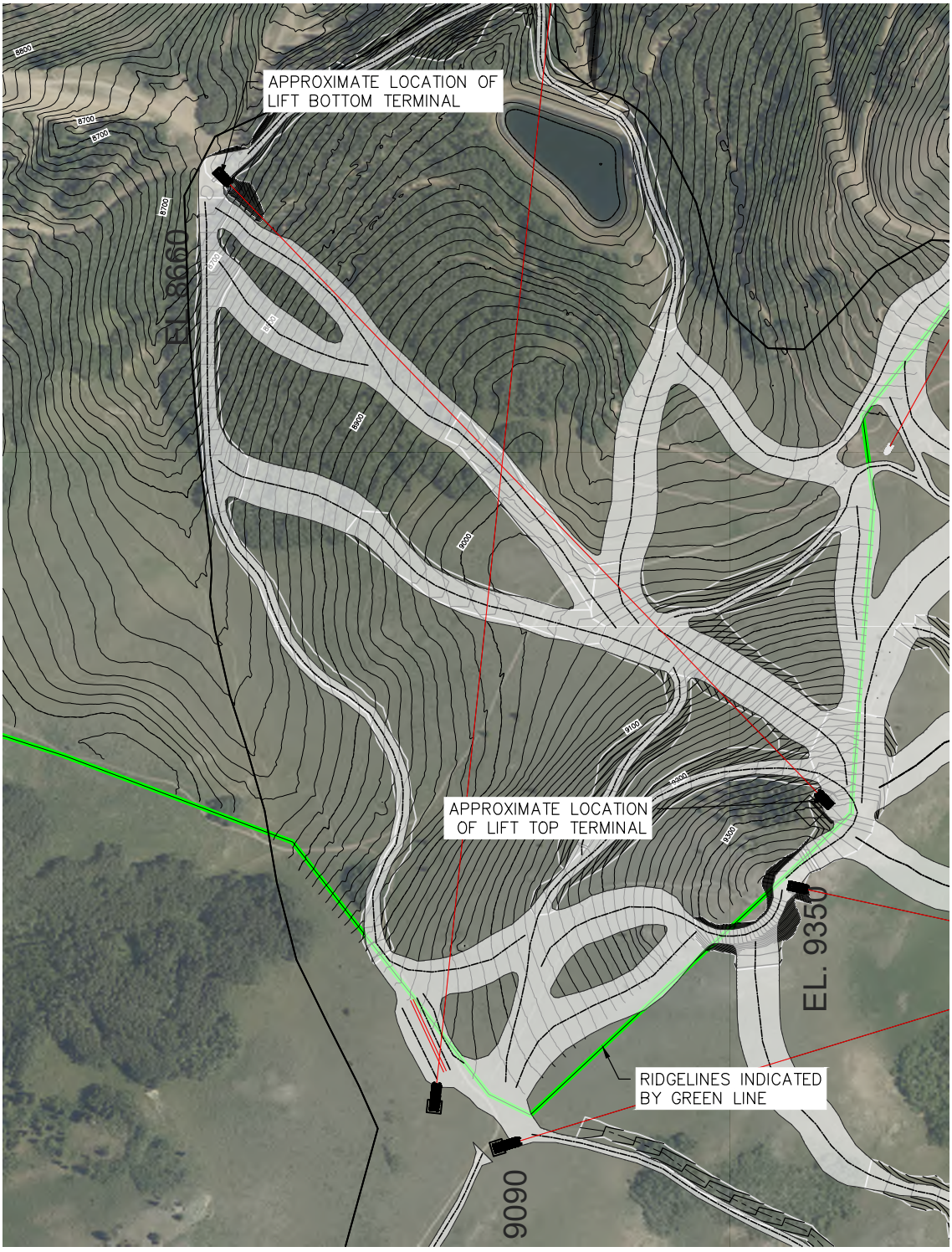


FIGURE 3: RIDGE LINE IDENTIFICATION

6. Vegetative Cover

The area of study on the Deer Valley property falls within the Wasatch Montane Zone (Region 19d) ecoregion and zone 6A of USDA's Plant Hardiness Zone Map (PHZM) and ranges from 8660 to 9300 ft in elevation.

Expected vegetation: Douglas-fir and Spruce-fir with an understory of big sagebrush, snowberry, elderberry and mountain grasses. On some north-facing slopes, subalpine fir and Engelmann Spruce may be present.

Below is a comprehensive list of the plant make-up of this eco-region:

(For more detailed information on Eco-Region 19d, see Appendix B)

Dry Meadow	**Common Name**
Geum rossii	Alpine Avens
Carex rupestris	Curly Sedge
Carex scirpoidea	Canadian Single-spike Sedge
Carex elynoides	Blackroot Sedge
Kobresia myosuroides	Mouse-Tail Bog Sedge
Deschampsia caespitosa	Tufted Hair Grass

Shrub Thicket	**Common Name**
Salix planifolia	Diamondleaf Willow
Salix Glauca	Gray Willow
Salix drummondiana	Drummonds Willow
Polygonum bistortoides	Western Bistort
Quercus gambelii	Gamble Oak
Quercus turbinella	Scrub Oak

Evergreens	**Common Name**
Pinus ponderosa	Ponderosa Pine
Pseudotsuga menziesii	Douglas Fir

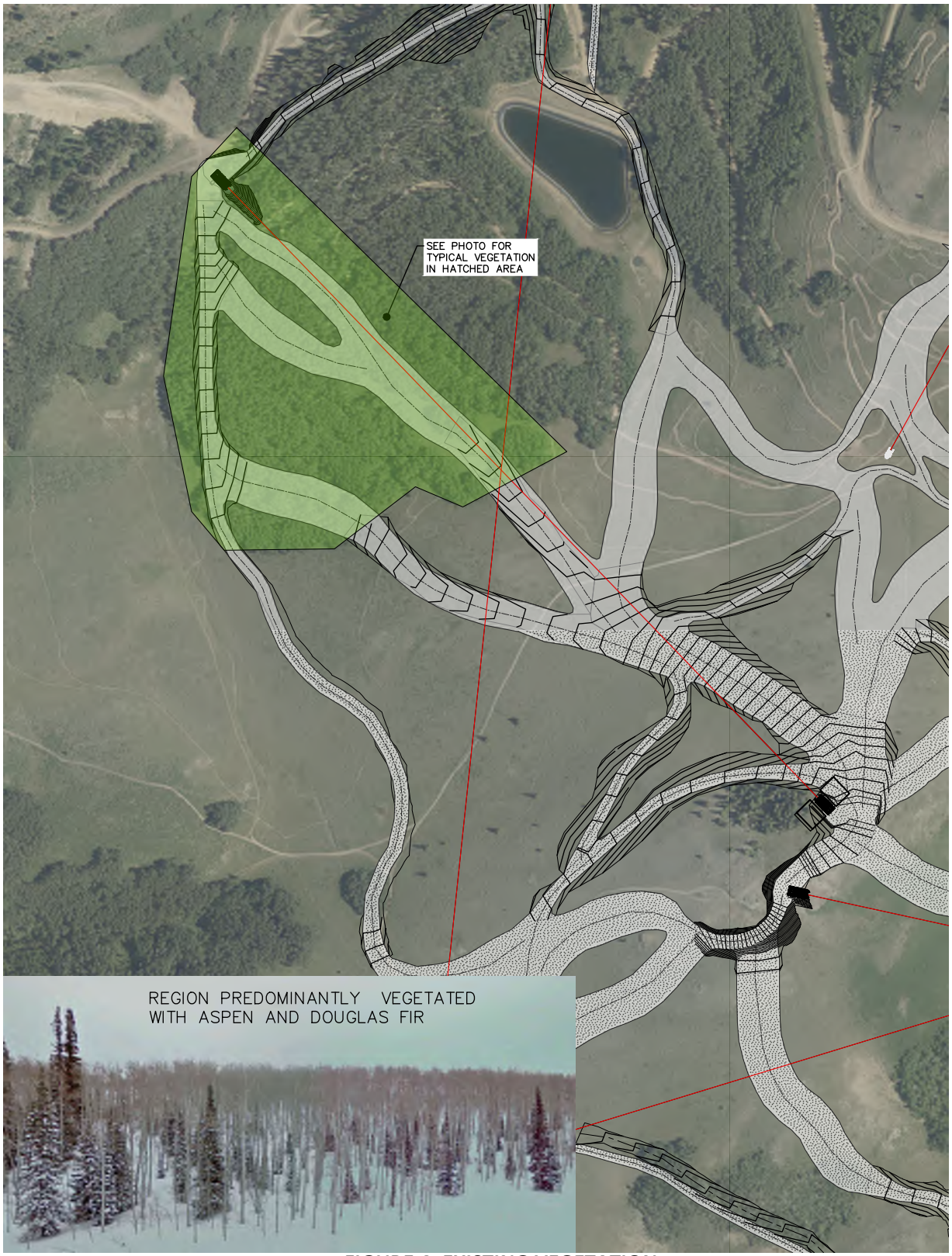
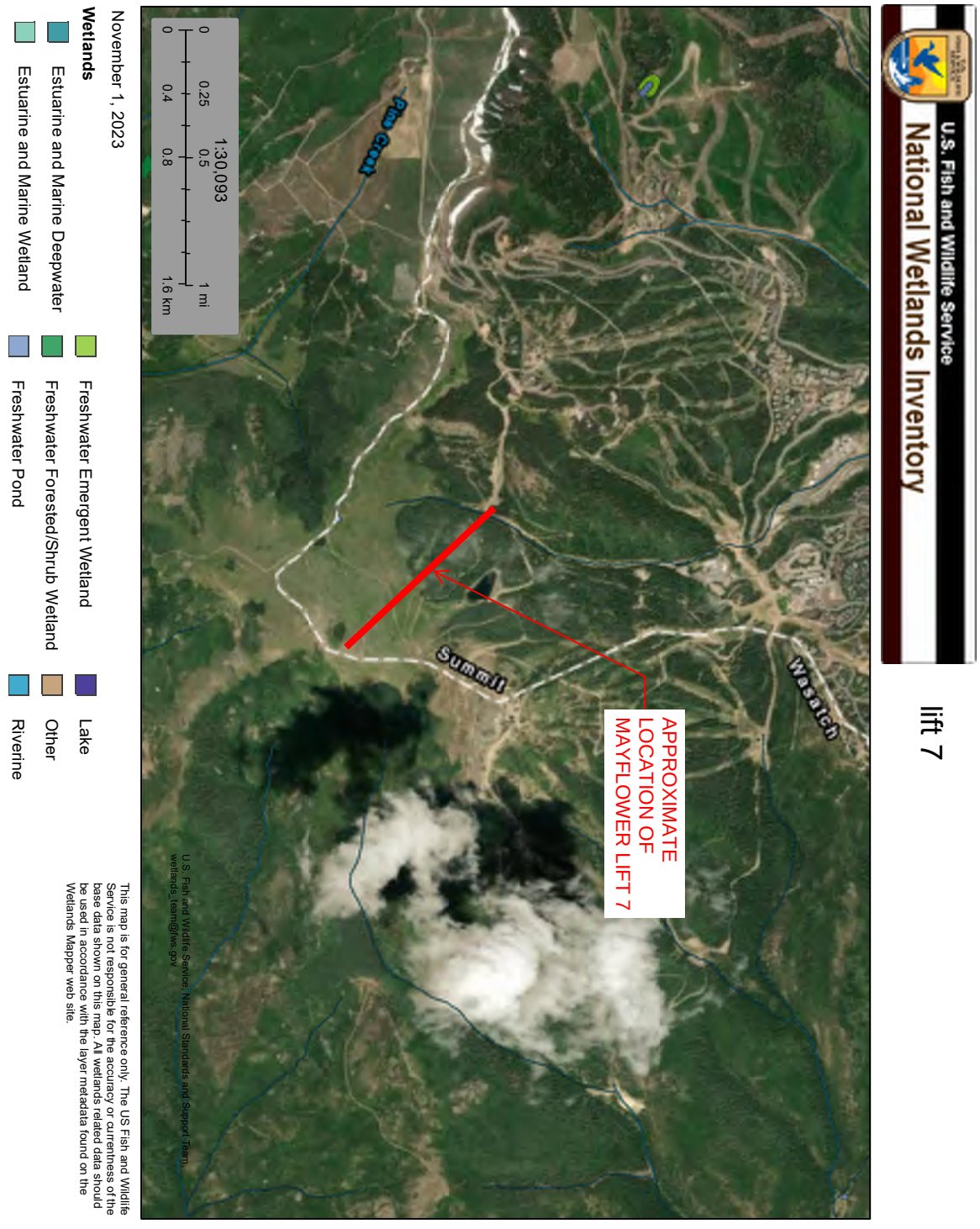


FIGURE 4: EXISTING VEGETATION

7. Wetlands

The Utah Department of Environmental Quality data does not identify any wetlands within the subject property.



8. Stream Corridors, Canals & Ditches

The Utah Department of Environmental Quality data identifies, a "Riverine Intermittent Streambed Seasonally Flooded" (R4SBC) drainage channel running through the area of the planned bottom terminal of Lift 7. This drainage channel contains surface water intermittently during spring/early summer snow runoff and drains towards Ontario Canyon. This drainage channel shall be preserved and protected outside of the project limits and for the approximately 300'-section that falls within the project limits, it will be improved through the installation of an underground culvert to protect water quality and minimize disturbance.

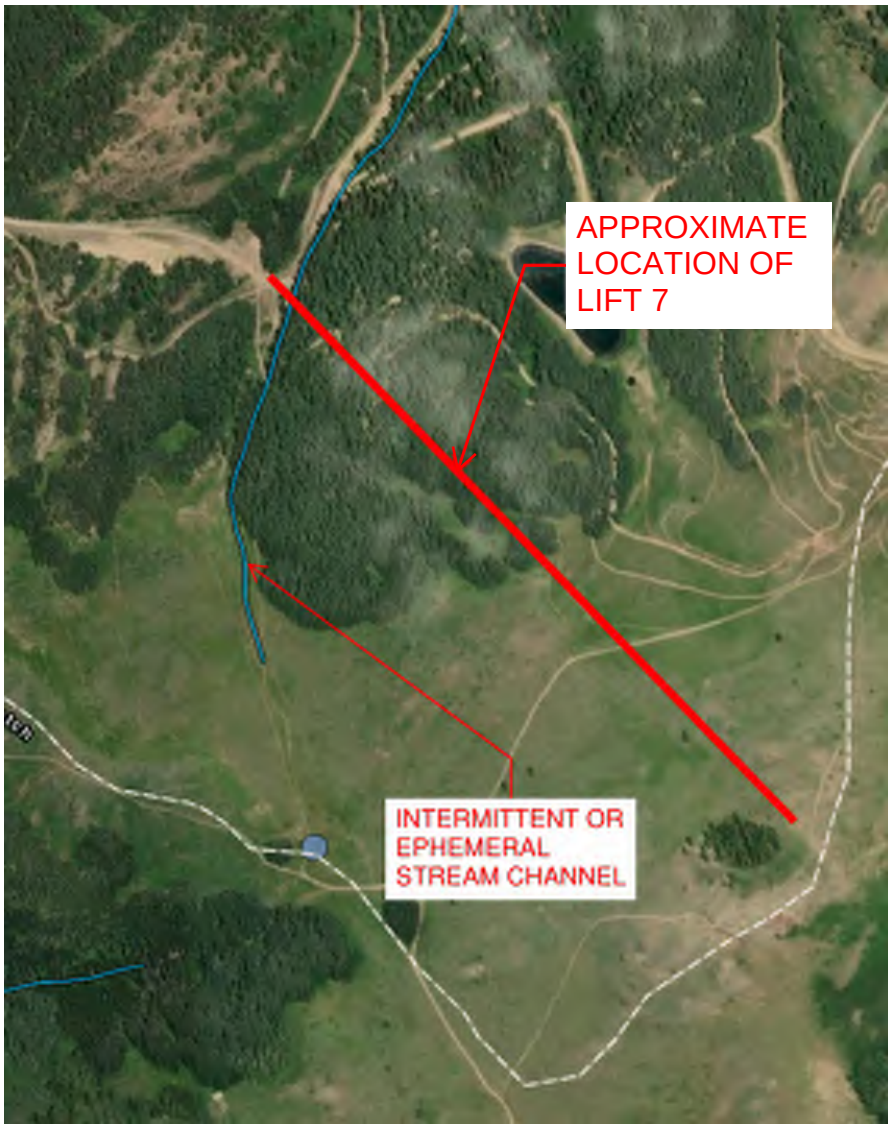
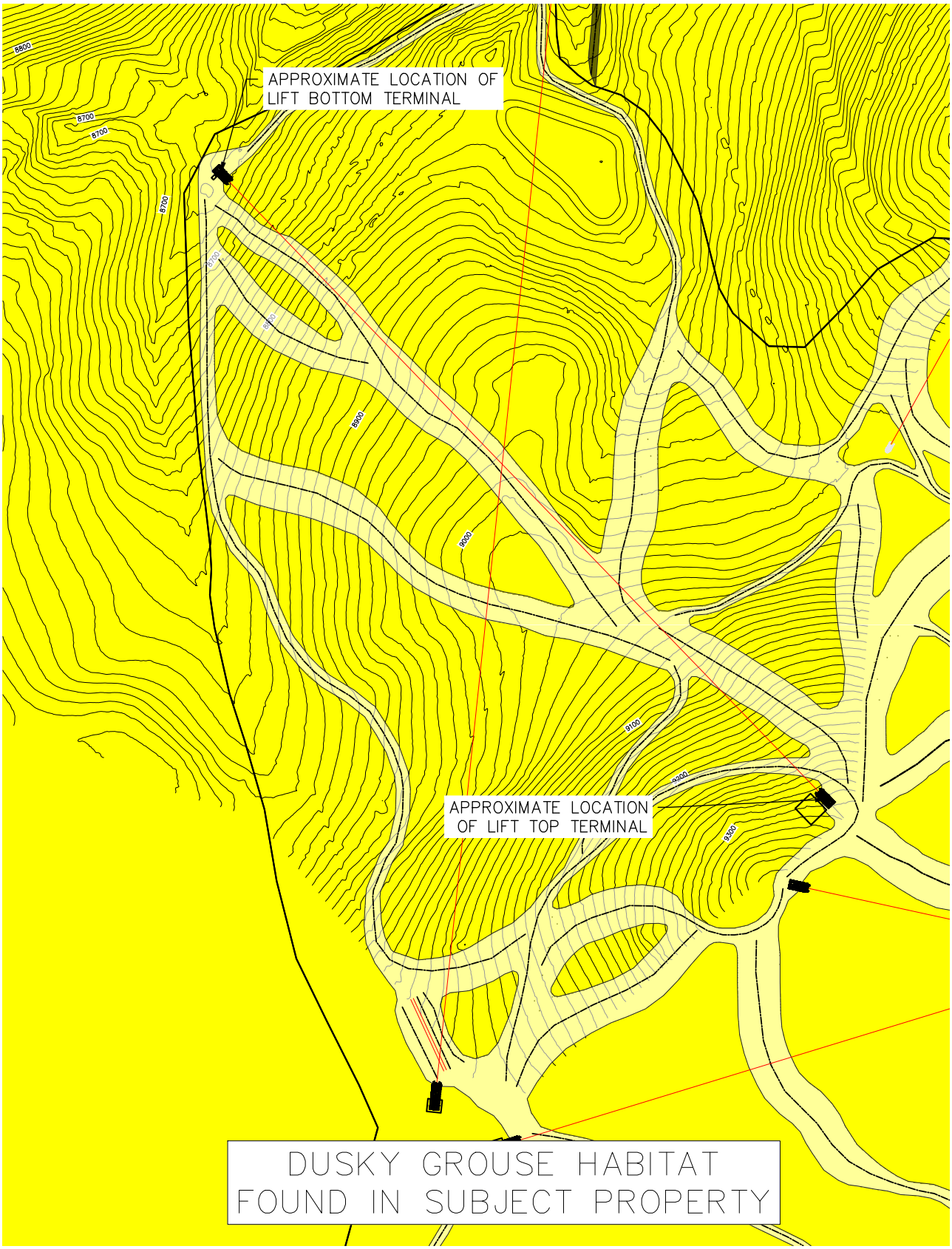


FIGURE 5: INTERMITTENT STREAM LOCATION

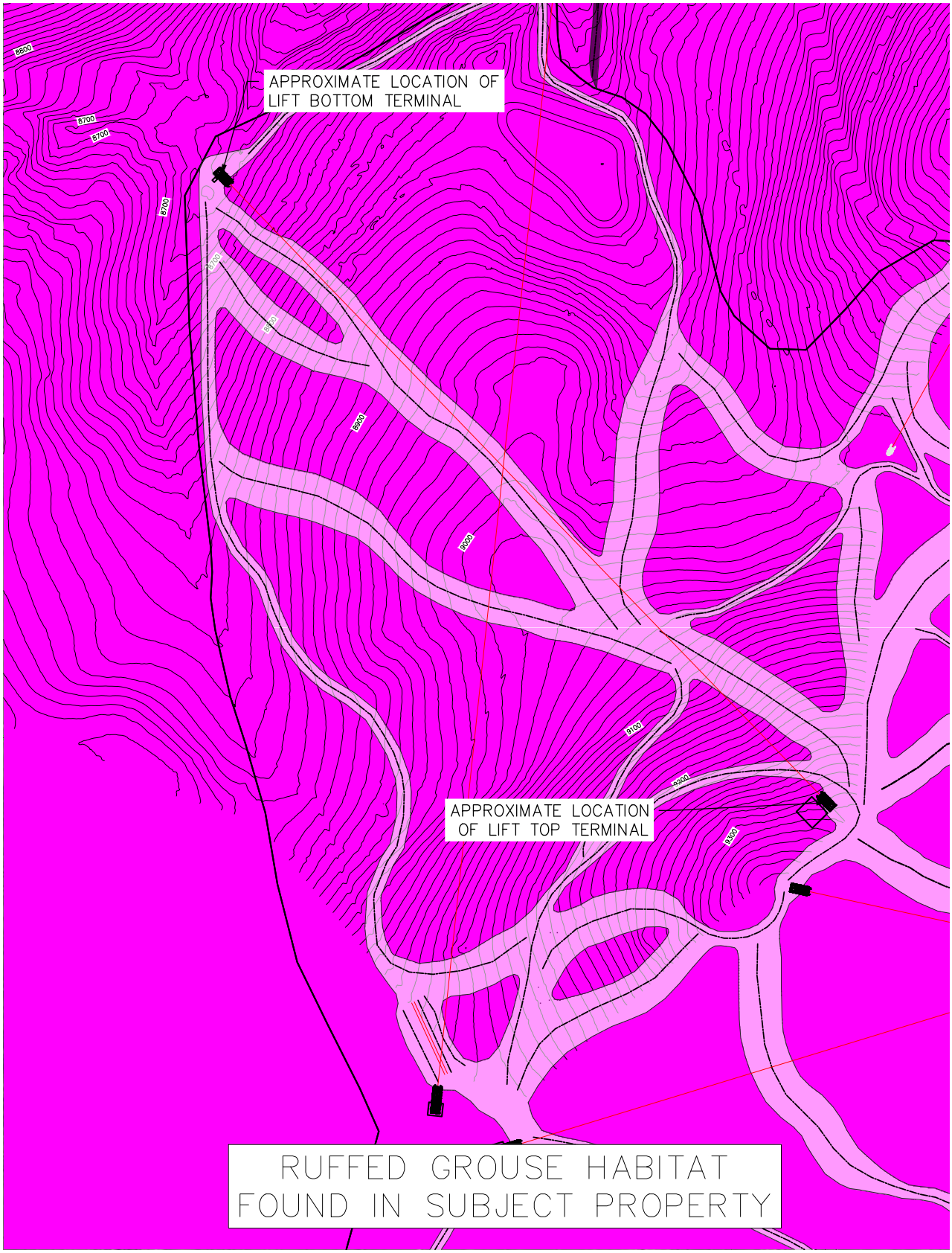
9. Wildlife Habitat Areas

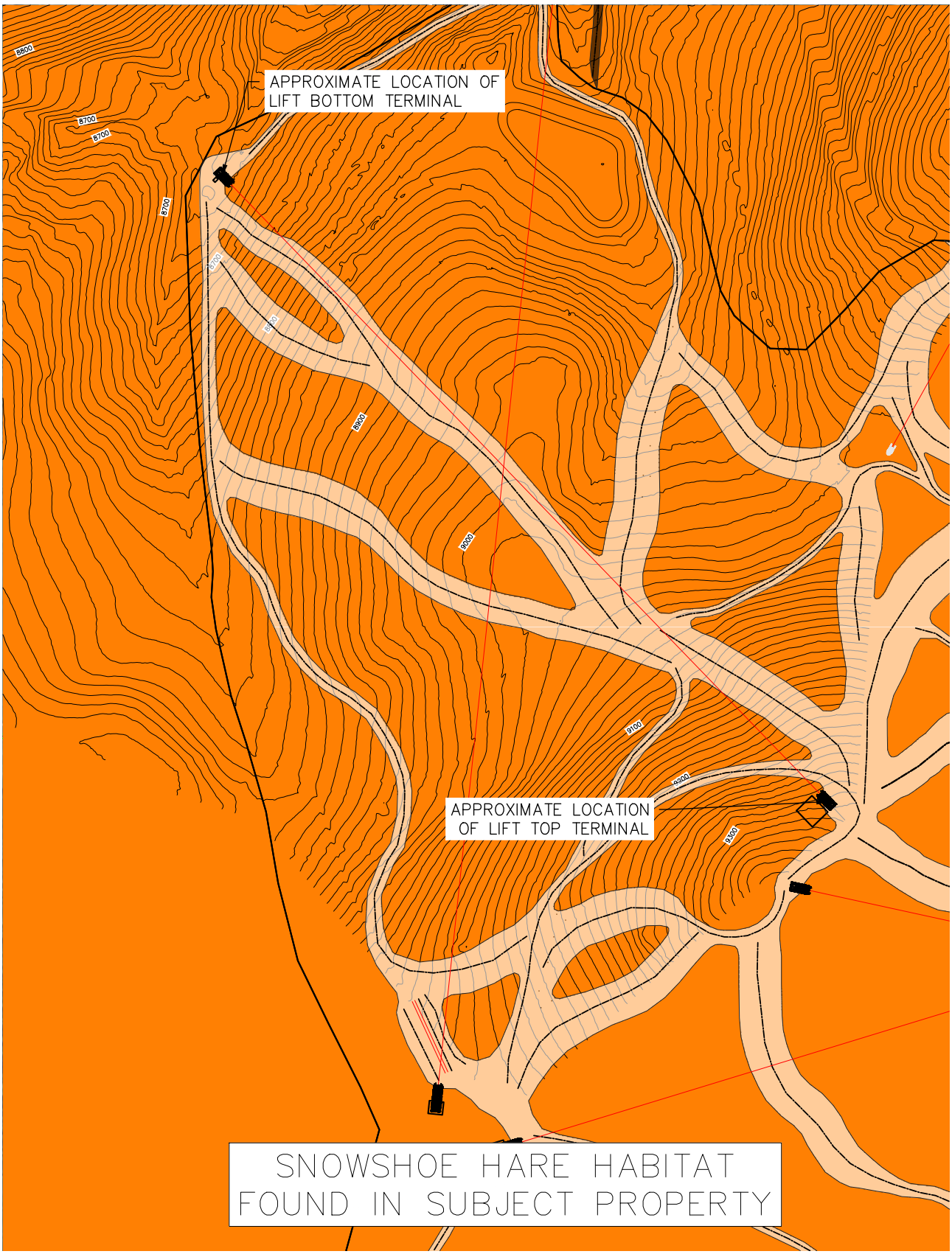
The project area is identified as a wildlife habitat by the Utah Department of Natural Resources for the following species: black bear, dusky grouse, ruffed grouse, moose, mule deer, rocky mountain elk, white-tail jackrabbit and snowshoe hare. Specified as either **crucial**- the local population depends heavily on the area for survival, as there are no available alternative habitats in the area, or **substantial-** the habitat is used by the species but is not crucial for the population's survival. Each study (**detailed in the sheets to follow)** shows the species' approximate habitat zone using the latest data uploaded by Utah's Division of Wildlife Resources. Data was collected by wildlife biologists using observations, surveys and radio/satellites. The following is a table of the wildlife directly impacting subject property:

Species	**Habitat**
Black Bear	Year-Long Crucial
Dusky Grouse	Year-Long Crucial
Ruffed Grouse	Year-Long Crucial
Moose	Year-Long Crucial, Calving Habitat
Mule Deer	Summer Crucial
Rocky Mountain Elk	Winter Crucial
White-Tailed Jackrabbit	Year-Long Crucial
Snowshoe Hare	Year-Long Crucial

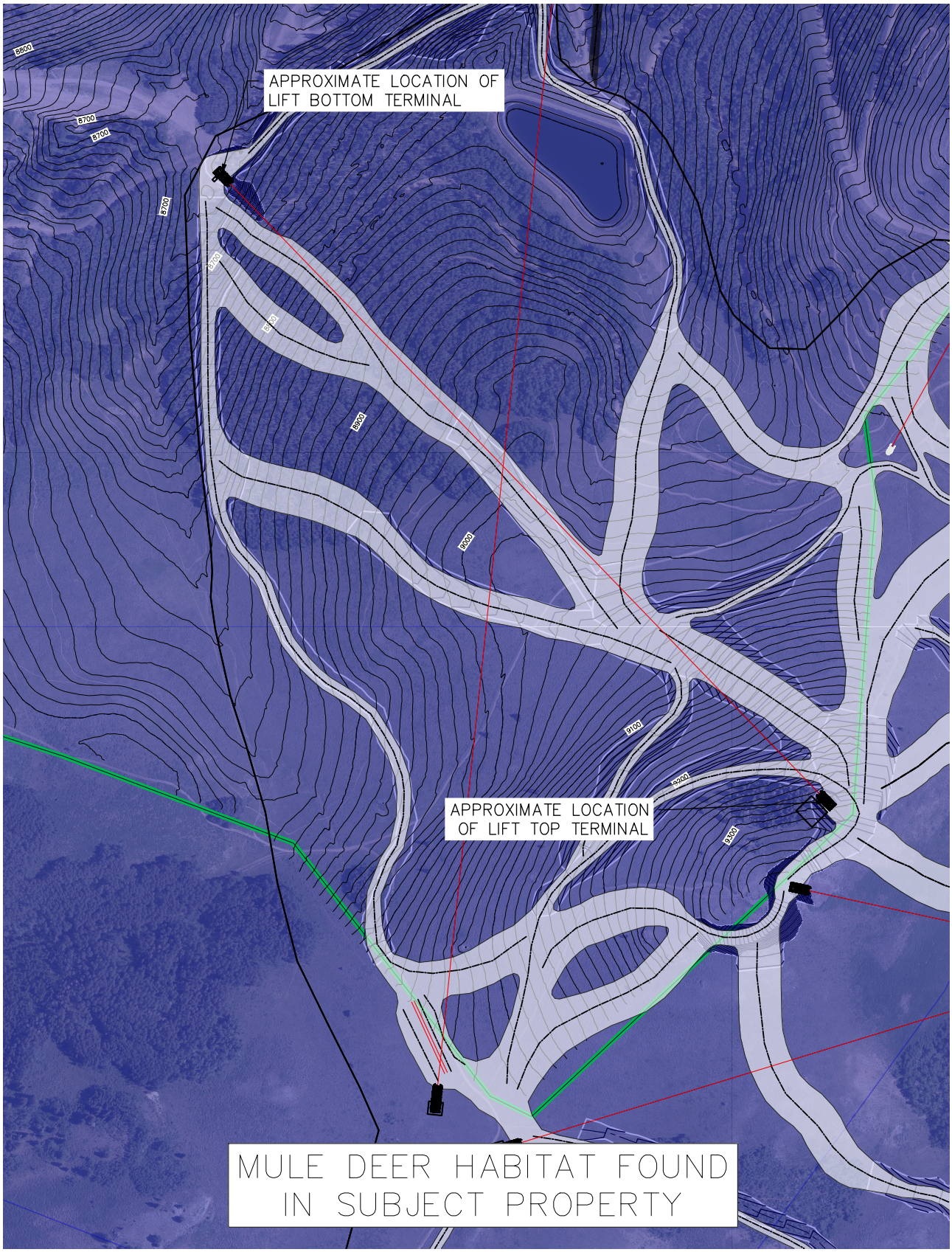

APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
DUSKY GROUSE HABITAT FOUND IN SUBJECT PROPERTY

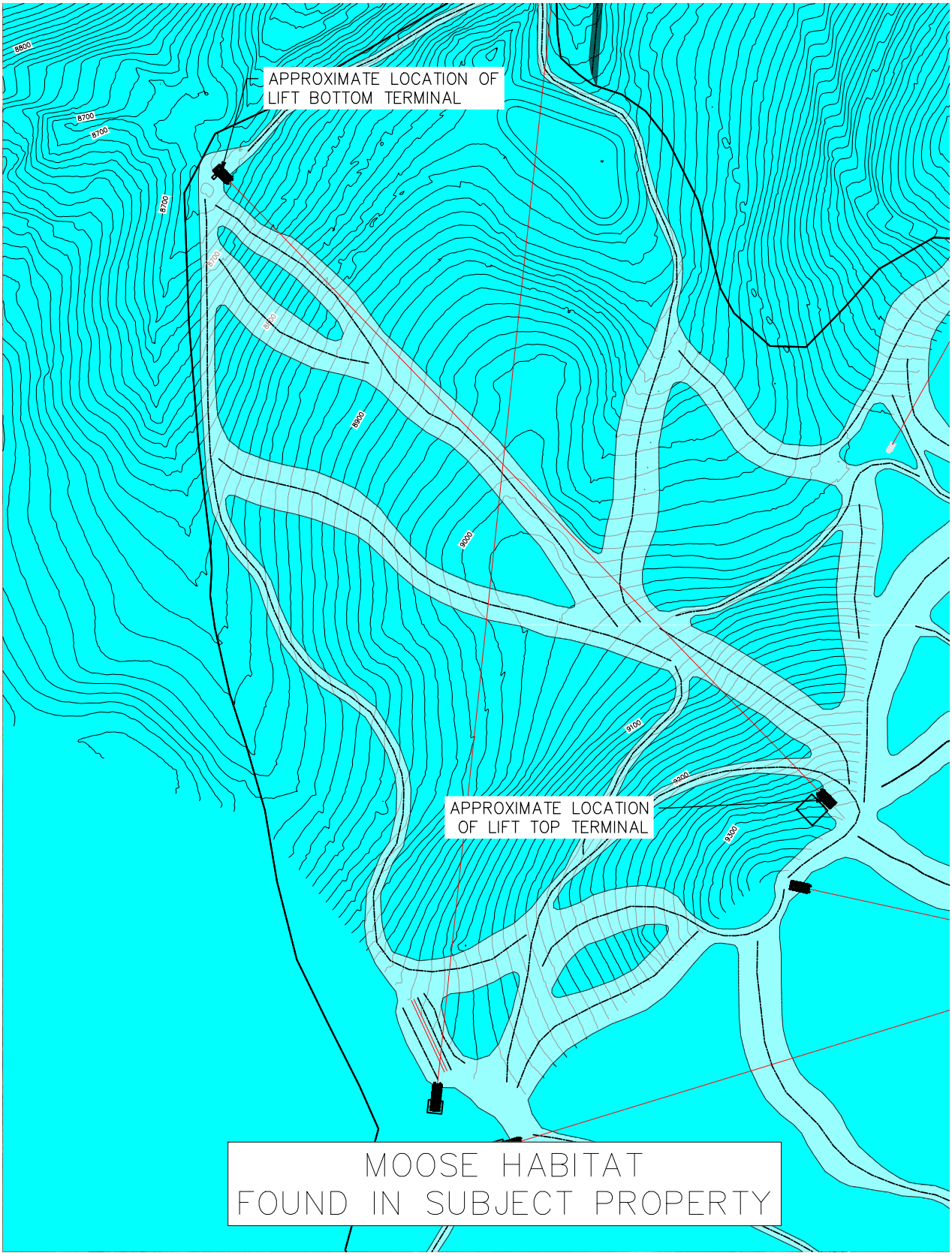

APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
BLACK BEAR HABITAT FOUND IN SUBJECT PROPERTY


APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
RUFFED GROUSE HABITAT FOUND IN SUBJECT PROPERTY


APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
SNOWSHOE HARE HABITAT FOUND IN SUBJECT PROPERTY


APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
WHITE-TAILED JACKRABBIT HABITAT FOUND IN SUBJECT PROPERTY


APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
MULE DEER HABITAT FOUND IN SUBJECT PROPERTY


APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
MOOSE HABITAT FOUND IN SUBJECT PROPERTY


APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
ELK HABITAT FOUND IN SUBJECT PROPERTY

APPENDIX A - GEOTECHNICAL REPORT

APPENDIX B - UTAH ECOREGIONS

Ecoregions of Utah

Ecoregions denote areas of general similarity in ecosystems and in the type, quality, and quantity of environmental resources; they are designed to serve as a spatial framework for the research, assessment, management, and monitoring of ecosystems and ecosystem components. Ecoregions are directly applicable to the immediate needs of state agencies, including the development of biological criteria and water quality standards and the establishment of management goals for nonpoint-source pollution. They are also relevant to integrated ecosystem management, an ultimate goal of most federal and state resource management agencies.

The approach used to compile this map is based on the premise that ecological regions can be identified through the analysis of the spatial patterns and the composition of biotic and abiotic phenomena that affect or reflect differences in ecosystem quality and integrity (Wiken 1986; Omernik 1987, 1995). These phenomena include geology, physiography, vegetation, climate, soils, land use, wildlife, and hydrology. The relative importance of each characteristic varies from one ecological region to another regardless of the hierarchical level. A Roman numeral hierarchical scheme has been adopted for different levels of ecological regions. Level I is the coarsest level, dividing North America into 15 ecological regions. Level II divides the continent into 52 regions (Commission for Environmental Cooperation Working Group 1997). At level III, the continental United States contains 104 ecoregions and the conterminous United States has 84 ecoregions (United States Environmental Protection Agency [USEPA] 2000). Level IV is a further subdivision of level III ecoregions. Explanations of the methods used to define the USEPA's ecoregions are given in Omernik (1995), Griffith and others (1994), and Gallant and others (1989).

Utah is made up of arid deserts and canyonlands, salt flats, wetlands, semiarid shrublands, irrigated valleys, woodlands, forested mountains, and glaciated peaks. Ecological diversity is enormous. There are 7 level III ecoregions and 37 level IV ecoregions in Utah and most continue into ecologically similar parts of adjacent states.

The level III and IV ecoregion map on this poster was compiled at a scale of 1:250,000 and depicts revisions and subdivisions of earlier level III ecoregions that were originally compiled at a smaller scale (USEPA 2000; Omernik 1987). This poster is part of a collaborative project primarily between USEPA Region VIII, USEPA National Health and Environmental Effects Research Laboratory (Corvallis, Oregon), Utah Department of Environmental Quality, Utah Division of Wildlife Resources, Utah Department of Natural Resources, United States Department of Agriculture-Forest Service (USFS), United States Department of Agriculture-Natural Resources Conservation Service (NRCS), United States Department of the Interior-Bureau of Land Management (BLM), and United States Department of the Interior-Geological Survey (USGS)-Earth Resources Observation Systems (EROS) Data Center.

The project is associated with an interagency effort to develop a common framework of ecological regions. Reaching that objective requires recognition of the differences in the conceptual approaches and mapping methodologies applied to develop the most common ecoregion-type frameworks, including those developed by the USFS (Bailey and others, 1994), the USEPA (Omernik 1987, 1995), and the NRCS (U.S. Department of Agriculture-Soil Conservation Service, 1981). As each of these frameworks is further refined, their differences are becoming less discernible. Regional collaborative projects such as this one in Utah, where agreement has been reached among multiple resource management agencies, is a step toward attaining consensus and consistency in ecoregion frameworks for the entire nation.

Literature Cited:

Bailey, R.G., Avers, P.E., King, T., and McNab, W.H., eds., 1994, Ecoregions and subregions of the United States (map) (supplementary table of map unit descriptions compiled and edited by McNab, W.H. and Bailey, R.G.): Washington, D.C., U.S. Department of Agriculture-Forest Service, scale 1:7,500,000.

Commission for Environmental Cooperation Working Group, 1997, Ecological regions of North America - toward a common perspective: Montreal, Quebec, Commission for Environmental Cooperation, 71 p.

Gallant, A.L., Whittier, T.R., Larsen, D.P., Omernik, J.M., and Hughes, R.M., 1989, Regionalization as a tool for managing environmental resources: Corvallis, Oregon, U.S. Environmental Protection Agency, EPA/600/3-89/060, 152 p.

Griffith, G.E., Omernik, J.M., Wilton, T.F., and Pierson, S.M., 1994, Ecoregions and subregions of Iowa - a framework for water quality assessment and management: The Journal of the Iowa Academy of Science, v. 101, no. 1, p. 5-13.

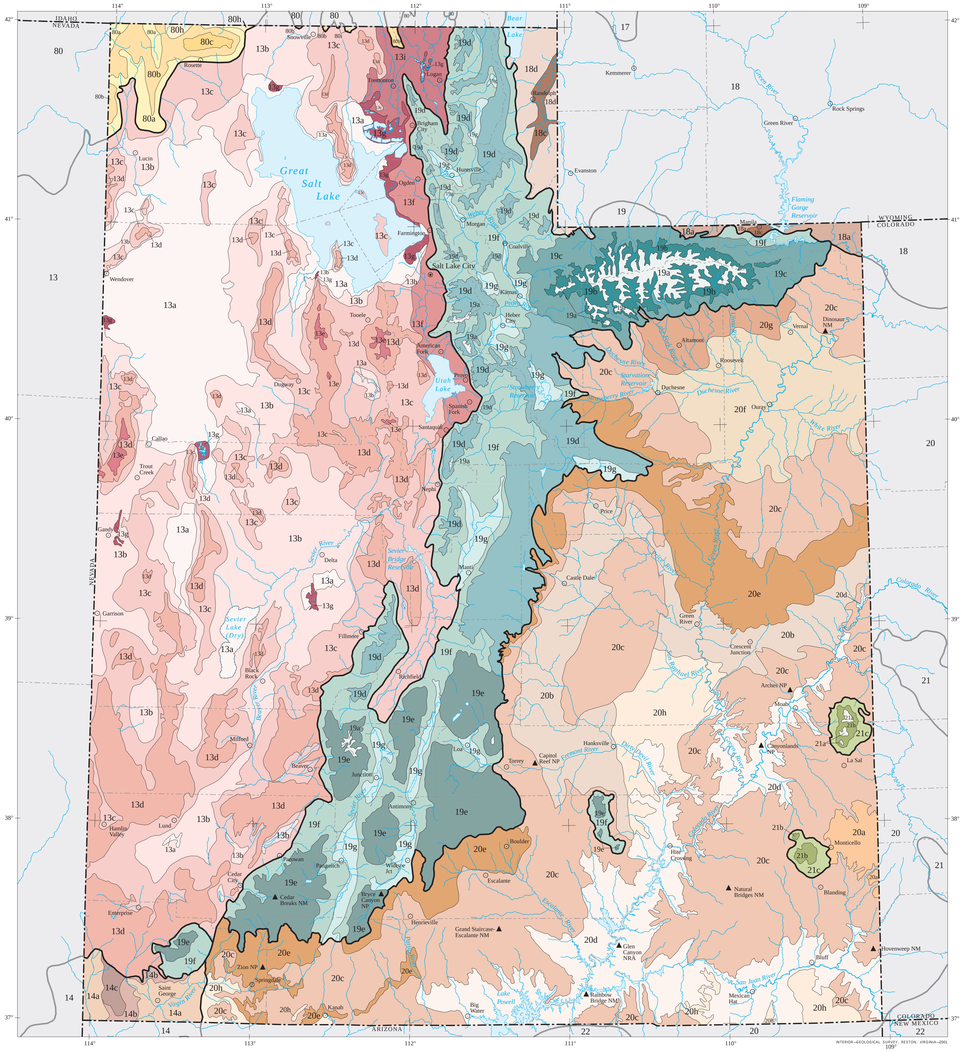
Omernik, J.M., 1987, Ecoregions of the conterminous United States (map supplement): Annals of the Association of American Geographers, v. 77, no. 1, p. 118-125, scale 1:7,500,000.

Omernik, J.M., 1995, Ecoregions - a framework for environmental management, *in* Davis, W.S. and Simon, T.P., eds., Biological assessment and criteria-tools for water resource planning and decision making: Boca Raton, Florida, Lewis Publishers, p. 49-62.

U.S. Department of Agriculture-Soil Conservation Service, 1981, Land resource regions and major land resource areas of the United States: Agriculture Handbook 296, 156 p.

U.S. Environmental Protection Agency, 2000, Level III ecoregions of the continental United States (revision of Omernik, 1987): Corvallis, Oregon, U.S. Environmental Protection Agency-National Health and Environmental Effects Research Laboratory, Map M-1, various scales.

Wiken, E., 1986, Terrestrial ecozones of Canada: Ottawa, Environment Canada, Ecological Land Classification Series no. 19, 26 p.


IDAHO
NEVADA
WYOMING
COLORADO
ARIZONA
NEW MEXICO
Great Salt Lake
Salt Lake City
Provo
Ogden
Logan
Bear Lake
Rock Springs
Green River
Flaming Gorge Reservoir
Vernal
Dinosaur NM
Price
Moab
Monticello
Blanding
Natural Bridges NM
Hovenweep NM
Cedar Breaks NM
Bryce Canyon NP
Zion NP
Kanab
Escalante
Grand Staircase-Escalante NM
Glen Canyon NRA
Rainbow Bridge NM
Lake Powell
Page
Arches NP
Canyonlands NP
La Sal
Castle Dale
Huntington
Ferron
Manti
Nephi
Fillmore
Delta
Milford
Beaver
Cedar City
Parowan
Panguitch
Richfield
Salina
Gunnison
Manti-La Sal NF
Uinta-Wasatch-Cache NF
Ashley NF
Dixie NF
Fishlake NF
Sevier River
Virgin River
Escalante River
Dirty Devil River
Green River
Colorado River
Price River
San Rafael River
Fremont River
Sevier Lake (Dry)
Utah Lake
Jordan River
Provo River
Weber River
Bear River
Great Salt Lake Desert
Great Basin
Wasatch Range
Uinta Mountains
Book Cliffs
Henry Mountains
Tavaputs Plateau
Roan Plateau
Kaiparowits Plateau
Aquarius Plateau
Boulder Mountain
Thousand Lake Mountain
Fish Lake Plateau
Pavant Range
Tushar Mountains
Sevier Plateau
Wasatch Plateau
Book Cliffs
Gilsonite State Park
Dead Horse Point State Park
Canyonlands Basin
Cisco Desert
Uncompahgre Plateau
Grand Mesa
Flattops
Roan Cliffs
Douglas Pass
Rangely
Meeker
Craig
Dinosaur
Vernal
Duchesne
Roosevelt
Myton
Tabiona
Kamas
Heber City
Park City
Coalville
Morgan
Tooele
Wendover
Farmington
Layton
Ogden
Brigham City
Tremonton
Kemmerer
Evanston
Lucin
Rosette
Snowville
Malad City
Oakley
Hansel Valley
Lynn
Grouse Creek
Curlew Valley
Great Salt Lake Desert
Pilot Peak
Silver Island Mountains
Newfoundland Mountains
Deep Creek Mountains
Goshen Valley
Sheeprock Mountains
Stansbury Mountains
Oquirrh Mountains
Cedar Mountains
Onaqui Mountains
Simpson Mountains
Lake Mountains
Fish Springs Range
Drum Mountains
Confusion Range
House Range
Wah Wah Mountains
Pine Valley Mountains
Beaver Dam Mountains
Hurricane Cliffs
Pine Valley
Harrisburg Junction
Washington
St. George
Santa Clara
Ivins
Sand Hollow Reservoir
Quail Creek Reservoir
Gunlock Reservoir
Veyo
Enterprise
Modena
Newcastle
Minersville
Beaver
Milford
Black Rock Desert
Hamlin Valley
Lund
Cedar City
Kanarraville
Antimony
Junction
Circleville
Panguitch
Hatch
Orderville
Glendale
Mount Carmel
Mount Carmel Junction
Alton
Kanab
Fredonia
Big Water
Page
Lake Powell
Glen Canyon NRA
Rainbow Bridge NM
Navajo Mountain
Monument Valley
Mexican Hat
Bluff
Montezuma Creek
Aneth
Hovenweep NM
Blanding
Monticello
Natural Bridges NM
Canyonlands NP
Arches NP
La Sal
Castle Dale
Huntington
Ferron
Price
Helper
Wellington
Scofield Reservoir
Scofield
Soldier Summit
Spanish Fork
Springville
Payson
Santaquin
Nephi
Levan
Juab
Mona
Goshen
Eureka
Tintic Valley
Vernon
Grantsville
Tooele
Stockton
Rush Valley
Dugway
Dugway Proving Ground
Skull Valley
Cherry Peak
Box Elder Peak
Mount Naomi
Mount Nebo
Mount Timpanogos
Mount Olympus
Twin Peaks
Lone Peak
Deseret Peak
Ibapah Peak
Notch Peak
Wah Wah Mountains
Frisco Peak
Mount Dutton
Navajo Lake
Cedar Breaks NM
Bryce Canyon NP
Zion NP
Kolob Canyons
Kolob Terrace
Hurricane
La Verkin
Toquerville
Leeds
Silver Reef
Gunlock
Veyo
Pine Valley
Pine Valley Mountains
Beaver Dam Mountains
Hurricane Cliffs
Grand Staircase-Escalante NM
Escalante
Boulder
Boulder Mountain
Thousand Lake Mountain
Fish Lake Plateau
Aquarius Plateau
Kaiparowits Plateau
Escalante Mountains
Circle Cliffs
Waterpocket Fold
Capitol Reef NP
Torrey
Fruita
Loa
Hanksville
Caineville
Factory Butte
Henry Mountains
Orange Cliffs

1. VISUAL ASSESSMENT (INCLUDE ITEM 5 – DESIGNATED VANTAGE POINTS)

Refer to originally-submitted Lift 7 Sensitive Land Overlay report, which illustrates that this small connector trail is not visible from any of the designated vantage points listed by the Park City Municipal Code.

2. SLOPE/TOPOGRAPHIC MAP

Refer to Figure 1 for slope map depicting the area of concern.

3. SOIL INVESTIGATION/GEOTECHNICAL REPORT

Refer to geotechnical report provided in Appendix A - "Geotechnical Report".

4. RIDGELINE AREAS

A ridgeline study was performed to understand how future development will fit into the existing topography of Park City.

A ridgeline exists that closely follows the existing Birdseye ski run as shown in Figure 2. The proposed connector trail of concern to this report is therefore below the ridgeline and out of the direct field of view from major vantage points as detailed in the visual assessment section.

6. Vegetative Cover

The area of study on the Deer Valley property falls within the Wasatch Montane Zone (Region 19d) ecoregion and zone 6A of USDA's Plant Hardiness Zone Map (PHZM) and ranges from 8450 to 9000 ft in elevation.

Expected vegetation: Douglas-fir and Spruce-fir with an understory of big sagebrush, snowberry, elderberry and mountain grasses. On some north-facing slopes, subalpine fir and Engelmann Spruce may be present.

Below is a comprehensive list of the plant make-up of this eco-region:

(For more detailed information on Eco-Region 19d, see Appendix B)

Dry Meadow	**Common Name**
Geum rossii	Alpine Avens
Carex rupestris	Curly Sedge
Carex scirpoidea	Canadian Single-spike Sedge
Carex elynoides	Blackroot Sedge
Kobresia myosuroides	Mouse-Tail Bog Sedge
Deschampsia caespitosa	Tufted Hair Grass

Shrub Thicket	**Common Name**
Salix planifolia	Diamondleaf Willow
Salix Glauca	Gray Willow
Salix drummondiana	Drummonds Willow
Polygonum bistortoides	Western Bistort
Quercus gambelii	Gamble Oak
Quercus turbinella	Scrub Oak

Evergreens	**Common Name**
Pinus ponderosa	Ponderosa Pine
Pseudotsuga menziesii	Douglas Fir

7. Wetlands

The Utah Department of Environmental Quality data does not identify any wetlands around the proposed connector trail. Refer to originally-submitted Lift 7 Sensitive Land Overlay report for National Wetlands Inventory map.

8. Stream Corridors, Canals & Ditches

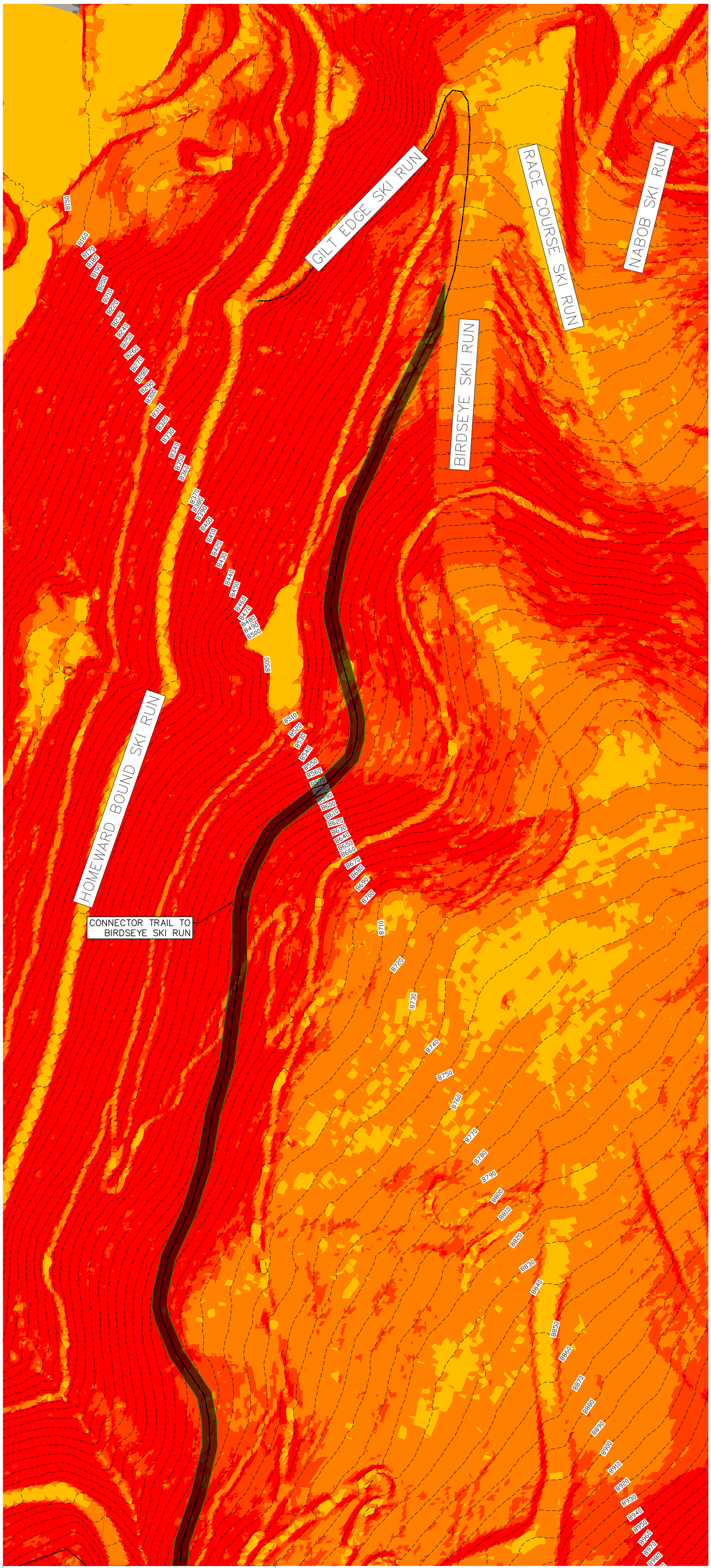
The Utah Department of Environmental Quality data does not identify any of the following: stream corridors, canals, ditches along the proposed connector trail studied by this report. Refer to originally-submitted Lift 7 Sensitive Land Overlay report for Stream Corridor map.

9. Wildlife Habitat Areas

The project area is identified as a wildlife habitat by the Utah Department of Natural Resources for the following species: black bear, dusky grouse, ruffed grouse, moose, mule deer, rocky mountain elk, white-tail jackrabbit and snowshoe hare. Specified as either **crucial**- the local population depends heavily on the area for survival, as there are no available alternative habitats in the area, or **substantial-** the habitat is used by the species but is not crucial for the population's survival. Each study (**detailed in the sheets to follow)** shows the species' approximate habitat zone using the latest data uploaded by Utah's Division of Wildlife Resources. Data was collected by wildlife biologists using observations, surveys and radio/satellites. The following is a table of the wildlife directly impacting subject property:

Species	**Habitat**
Black Bear	Year-Long Crucial
Dusky Grouse	Year-Long Crucial
Ruffed Grouse	Year-Long Crucial
Moose	Year-Long Crucial, Calving Habitat
Mule Deer	Summer Crucial
Rocky Mountain Elk	Winter Crucial
White-Tailed Jackrabbit	Year-Long Crucial
Snowshoe Hare	Year-Long Crucial

SEE FIGURES 3-10 FOR MAPS OF WILDLIFE HABITATS.



Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	0.00%	15.00%	
2	15.00%	30.00%	
3	30.00%	40.00%	
4	40.00%	2980.69%	

FIGURE 1: SLOPE/TOPOGRAPHIC MAP

A slope analysis was performed in order to better understand the area of interest's topography. The contours displayed represent every 10'.

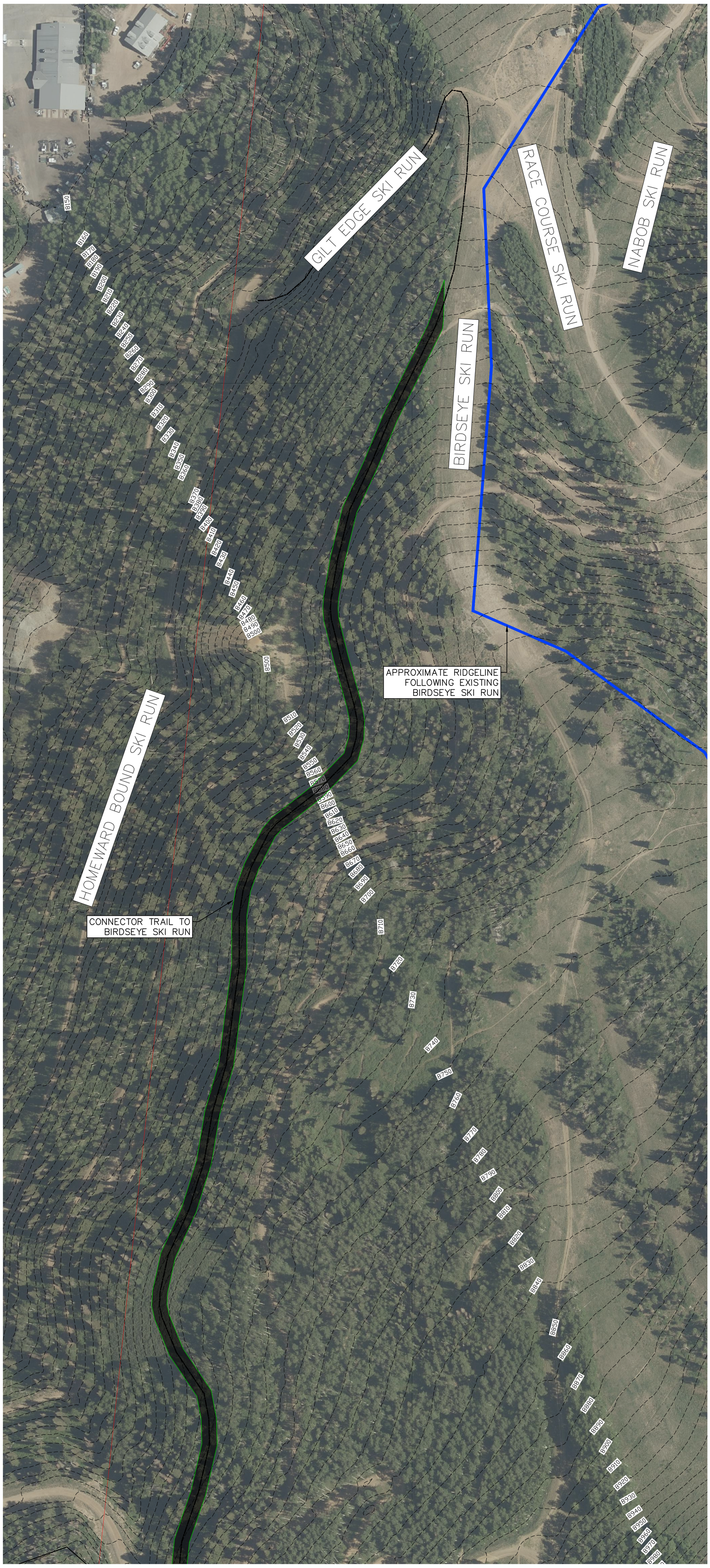


FIGURE 2: RIDGELINE IDENTIFICATION
The proposed connector trail of concern to this report is therefore below the ridgeline and out of the direct field of view from major vantage points as detailed in the visual assessment section.



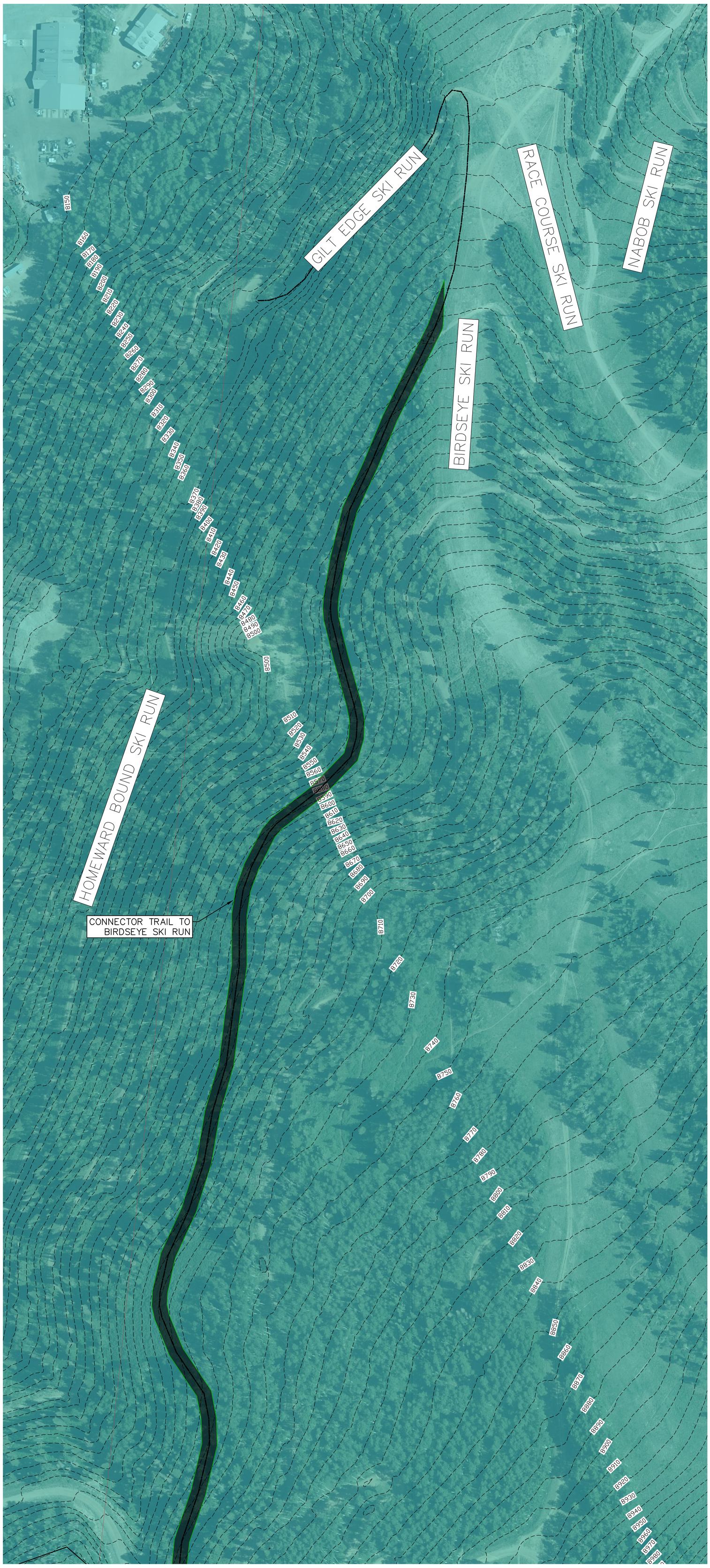
BLACK BEAR HABITAT
FOUND IN SUBJECT PROPERTY



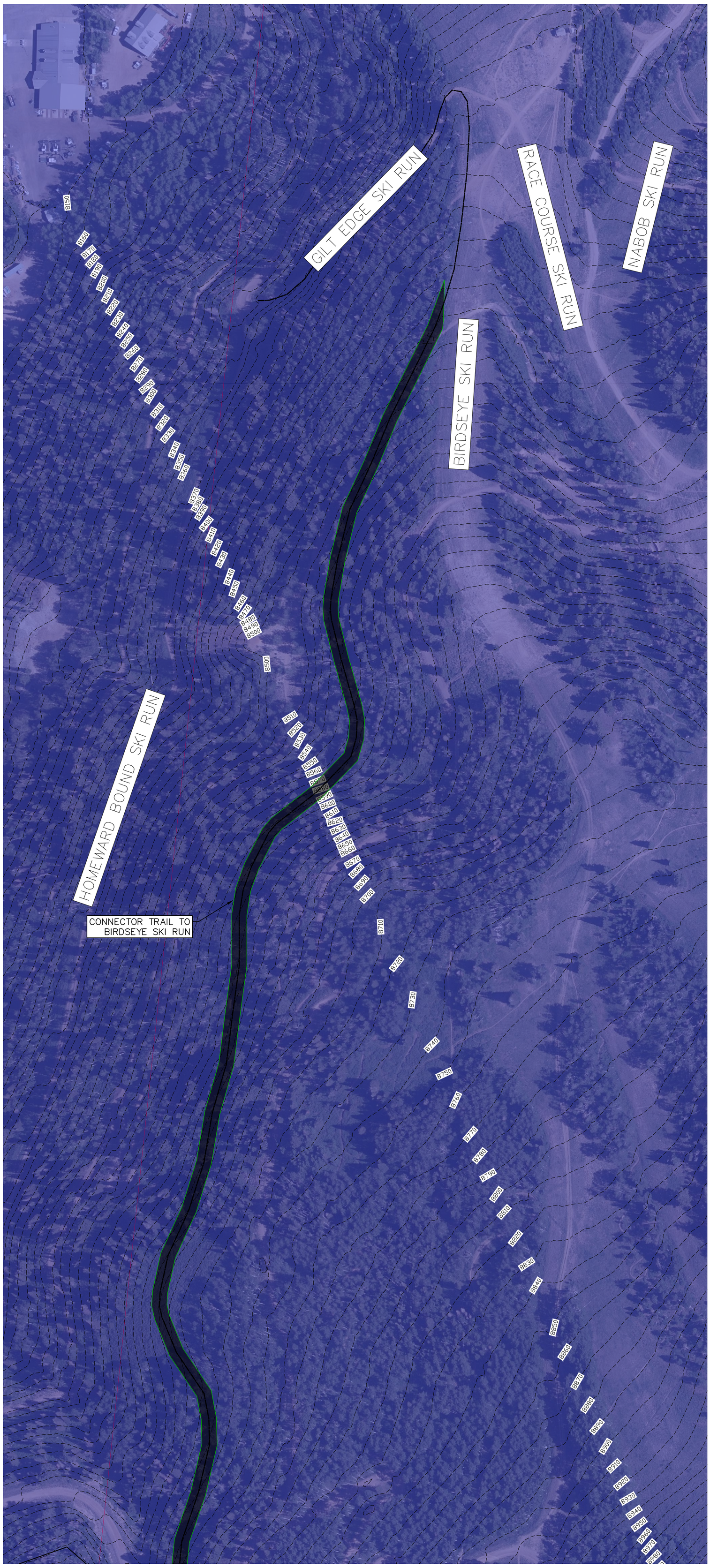
DUSKY GROUSE HABITAT
FOUND IN SUBJECT PROPERTY



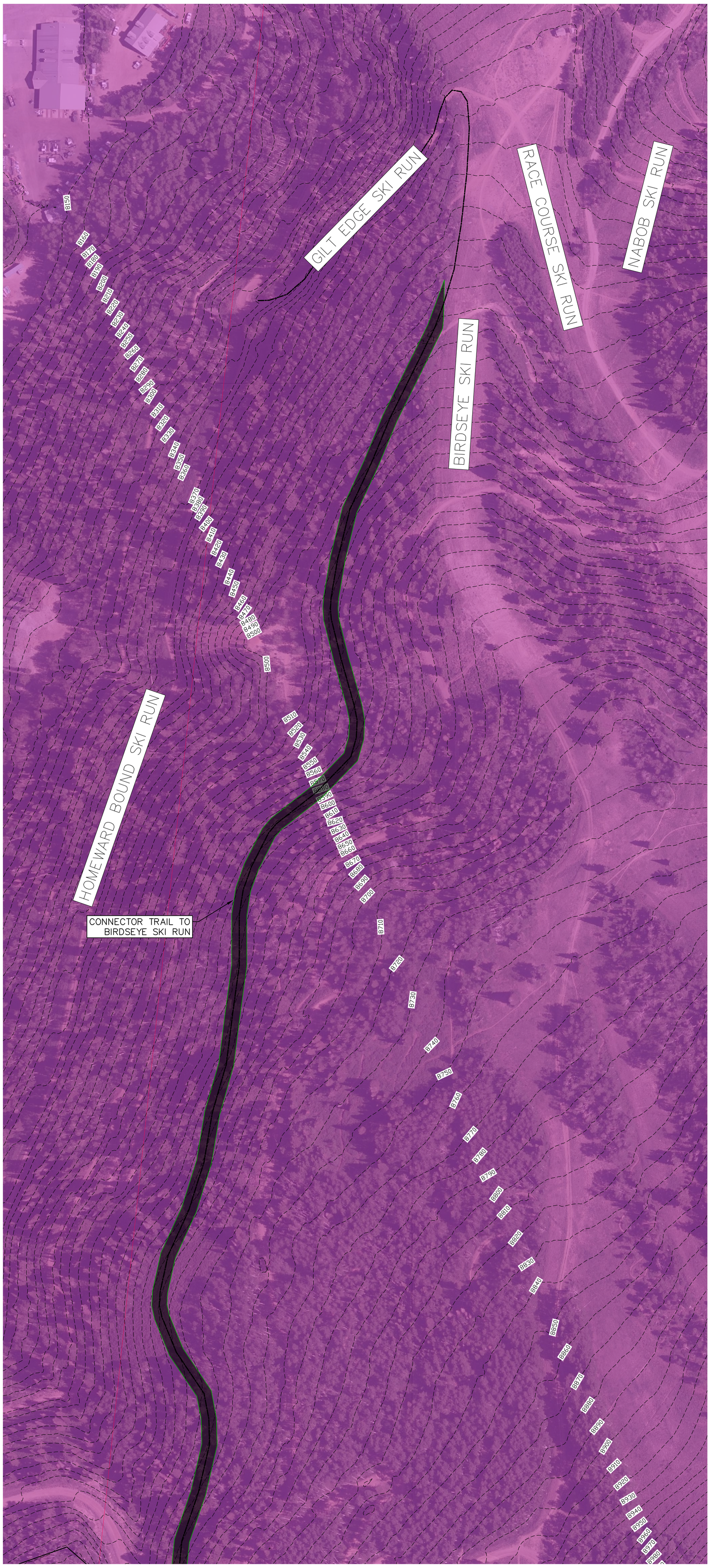
ELK HABITAT
FOUND IN SUBJECT PROPERTY



MOOSE HABITAT
FOUND IN SUBJECT PROPERTY



MULE DEER HABITAT
FOUND IN SUBJECT PROPERTY



RUFFED GROUSE HABITAT
FOUND IN SUBJECT PROPERTY



SNOWSHOE HARE HABITAT
FOUND IN SUBJECT PROPERTY



WHITE-TAILED JACKRABBIT HABITAT FOUND IN SUBJECT PROPERTY

GEOTECHNICAL INVESTIGATION

PARK PEAK GONDOLA BUILDING
DEER VALLEY RESORT

WASATCH COUNTY, UTAH

PREPARED FOR:

DEER VALLEY RESORT
PO BOX 889
PARK CITY, UTAH 84060

ATTENTION: MIKE WALKER

EMAIL: MIKE.WALKER@CREDEGROUP.COM

PROJECT NO. 1230768 **NOVEMBER 17, 2023**

TABLE OF CONTENTS

EXECUTIVE SUMMARY . . . . . Page 1

SCOPE . . . . . Page 3

SITE CONDITIONS . . . . . Page 3

FIELD STUDY . . . . . Page 4

SUBSURFACE CONDITIONS . . . . . Page 4

SUBSURFACE WATER . . . . . Page 5

PROPOSED CONSTRUCTION . . . . . Page 5

RECOMMENDATIONS . . . . . Page 6

- A. Site Grading . . . . . Page 6
- B. Foundations . . . . . Page 11
- C. Concrete Slab-on-Grade . . . . . Page 13
- D. Lateral Earth Pressures . . . . . Page 14
- E. Seismic Design Considerations . . . . . Page 18
- F. Water Soluble Sulfates . . . . . Page 19
- G. Subsurface Drain . . . . . Page 20
- H. Pavement . . . . . Page 21
- I. Additional Services . . . . . Page 22

LIMITATIONS . . . . . Page 24

REFERENCES . . . . . Page 25

FIGURES

SITE PLAN WITH EXPLORATORY BORING LOCATIONS	FIGURE 1
EXPLORATORY BORING LOGS	FIGURE 2
EXPLORATORY BORING LEGEND AND NOTES	FIGURE 3
SUMMARY OF LABORATORY TEST RESULTS	TABLE I

EXECUTIVE SUMMARY

1. We understand the proposed gondola building will consist of a multi-level building. The building is anticipated to serve as an upper terminal for two gondolas and will likely include skier services, dining and lodging. Below-grade parking is planned to be included in one or two of the lower building levels.

   The structural engineer indicates the lowest floor level of the building is planned at an elevation of 9,060 feet. Structural column loads are estimated to be up to 700 kips. We have assumed wall loads will be up to 10 kips per lineal foot.

   Site grading around the proposed building is anticipated to consist of up to 10 feet of fill.

   We anticipate parking and access roads will be constructed around the proposed building.

2. Four borings were drilled in the area of the proposed building to investigate subsurface conditions. Approximately 1 to 1½ feet of topsoil was encountered overlying igneous bedrock in the borings. The bedrock extends the full depth of the borings. The maximum depth investigated was approximately 59 feet.

3. No subsurface water was encountered in the borings during the field investigation. Based on our experience in the area, we anticipate subsurface water may occur in a perched condition during the spring and early summer as snow melts.

4. The proposed building may be supported on spread footings bearing on the undisturbed bedrock or structural fill extending down to the bedrock.

   Footings bearing on the undisturbed bedrock or compacted structural fill extending down to the bedrock may be designed using a net allowable bearing pressure of 4,000 pounds per square foot (psf). If the footings extend to a depth of more than 10 feet, the bearing pressure may be increased to 6,000 psf.

   If a footing would bear partially on bedrock and partially on compacted structural fill, at least 2 feet of structural fill should be provided below the footing or the footing extended down to bear entirely on the bedrock.

Executive Summary (continued)

5. We anticipate temporary and permanent shoring may be needed for portions of the excavation. Recommendations for design and construction of shoring are presented in the report.

6. Excavation in the bedrock will be difficult, however we anticipate much of the bedrock could be excavated using heavy-duty excavation equipment with rock teeth and/or a narrow bucket or a ripper tooth. Some of the bedrock may require jack-hammering or other rock excavation methods. Increased difficulty should be expected in confined excavations, such as utility trenches.

7. Consideration may be given to providing a geofoam backfill to reduce lateral earth pressure on the building. Recommendations for geofoam are included in the report.

8. Geotechnical information regarding foundations, subgrade preparation and materials is included in the report.

SCOPE

This report presents the results of a geotechnical investigation for the Park Peak gondola building to be constructed at Deer Valley Resort in Wasatch County, Utah. The report presents the subsurface conditions encountered, laboratory test results and provides geotechnical recommendations for the proposed building and pavement. The study was conducted in general accordance with our proposal dated September 26, 2023.

Samples obtained from the field investigation were tested in the laboratory to determine physical and engineering characteristics of the bedrock, to define the subsurface conditions at the site for our engineering analysis and to develop recommendations for the proposed improvements.

This report has been prepared to summarize the data obtained during the study and to present our conclusions and recommendations based on the proposed construction and the subsurface conditions encountered. Design parameters and a discussion of geotechnical engineering considerations related to construction are included in the report.

SITE CONDITIONS

The area of the proposed building is located at Deer Valley Resort at approximately North Latitude 40.599° and West Longitude 111.4903°. The area of the proposed building consists of undeveloped mountain terrain. An unpaved road extends through the proposed building area. There were no buildings or pavement at the site during our field investigation.

There is a mountain peak west of the proposed building area. The ground surface slopes up to the west in this area. The ground surface slopes steeply down to the northeast and southeast from

the proposed building area. Vegetation in the area consists of brush and grass. There is undeveloped mountain terrain surrounding the site.

FIELD STUDY

The field study was performed from October 10 to 16, 2023. Four borings were drilled at the approximate locations shown on Figure 1. The borings were drilled using air rotary with a 4-inch diameter drill bit powered by a track-mounted drill rig. The borings were logged and samples obtained by representatives from AGEC. Logs of the subsurface conditions encountered in the borings are graphically shown on Figure 2 with legend and notes shown on Figure 3.

SUBSURFACE CONDITIONS

Approximately 1 to 1½ feet of topsoil was encountered overlying igneous bedrock in the borings. The bedrock extends the full depth of the borings. The maximum depth investigated was approximately 59 feet.

A description of the subsurface conditions encountered in the borings follows:

Topsoil - The topsoil consists of lean clay with sand. The topsoil is slightly moist, dark brown and contains roots.

Igneous Bedrock - The bedrock is hard to very hard, moist and yellowish brown to grayish brown.

Laboratory tests performed on samples of the bedrock indicate it has natural moisture contents ranging from 8 to 16 percent and natural dry densities ranging from 100 to 120 pounds per cubic foot.

Results of the laboratory tests are presented on the logs of the borings, Figure 2.

SUBSURFACE WATER

No subsurface water was encountered in the borings during the field investigation. Based on our experience in the area, we anticipate subsurface water may occur in a perched condition, especially during the spring and early summer as snow melts.

PROPOSED CONSTRUCTION

We understand the proposed gondola building will consist of a multi-level building. The building is anticipated to serve as an upper terminal for two gondolas and will likely include skier services, dining and lodging. Below-grade parking is planned to be included in one or two of the lower building levels.

The structural engineer indicates the lowest floor level of the building is planned at an elevation of 9,060 feet. Structural column loads are estimated to be up to 700 kips. We have assumed wall loads will be up to 10 kips per lineal foot.

Site grading around the proposed building is anticipated to consist of up to 10 feet of fill.

We anticipate parking and access roads will be constructed around the proposed building. We have assumed that traffic will consist of up to 100 cars per day, 5 light trucks per day and 1 heavy truck per day. Light trucks are assumed to consist of delivery trucks. Heavy trucks are assumed to consist of garbage trucks, buses, semi trucks and similar vehicles. Significant construction traffic is not included in the assumed traffic.

We should be requested to review the proposed construction and building loads when more information is available.

RECOMMENDATIONS

Based on the subsurface conditions encountered, laboratory test results and the proposed construction, the following recommendations are given:

A. Site Grading

Excavation for the proposed building is assumed to extend to a depth of up to approximately 40 feet below the surrounding ground surface. We anticipate site grading around the building will consist of up to 10 feet of fill.

1. Temporary Excavation Slopes

Temporary excavation slopes in the bedrock may be constructed at 1 horizontal to 1 vertical or flatter. A horizontal bench, approximately 4 feet wide, should be provided in the temporary excavation slopes at a vertical spacing of approximately 10 feet. Surface water should be directed away from temporary excavation slopes.

Some erosion and sloughing of the bedrock on the face of excavation slopes should be expected. Consideration should be given to protecting the face of temporary excavation slopes using chain link fencing. Sloughed bedrock that collects at the bottom of the slopes can be removed periodically, if needed.

The excavator is responsible to provide safe working conditions around temporary excavation slopes.

2. Long-term Slopes

Long-term, unretained cut and fill slopes may be constructed at 2 horizontal to 1 vertical. Fill placed on slopes steeper than 5 horizontal to 1 vertical should be keyed into the slope with a key for every 4 feet of vertical rise. Prior to placement of fill, the subgrade should be prepared by removing the topsoil, unsuitable fill, debris and other deleterious materials.

Slopes should be protected from erosion by revegetation, erosion control mats or other methods.

3. Shoring

Temporary and permanent shoring may be needed in areas where there is not sufficient horizontal space to construct temporary excavation slopes. With the bedrock encountered at the site, we anticipate shoring would consist of soil nails with a shotcrete facing. Other types of shoring could be considered, such as soldier piles with lagging. Driven sheet piles and jet grouting are not recommended due to the bedrock encountered at the site.

Shoring should be designed to retain the load of the soil, along with any surcharge and other loading conditions located above and adjacent to the excavation.

Lateral loads used in design of the shoring should be increased due to sloping excavations above the top of the wall. This load will be dependent on the steepness of the slope and height of material above the wall.

Observation of the installation of the shoring system should be made by the geotechnical engineer. Details and calculations of proposed shoring and excavation should be submitted to the geotechnical engineer for review prior to beginning excavation.

4. Dewatering

As indicated above, subsurface water in the area typically occurs in a perched condition during the spring and early summer as snow melt occurs. Subsurface water is more likely to be encountered in excavations during these times. We recommend a drainage plan be provided to collect and remove water from the site excavations. Shoring should be designed to include drainage to facilitate collection of subsurface water. With the planned depth of excavation, we anticipate water will be directed to collection points where it will be removed by pumping.

5. Subgrade Preparation

Prior to placing grading fill, the topsoil, organic material, debris and other deleterious material should be removed.

6. Excavation

Excavation in the bedrock will be difficult, however we anticipate much of the bedrock could be excavated using heavy-duty excavation equipment with rock teeth and/or a narrow bucket or a ripper tooth. Some of the bedrock may require jack-hammering or other rock excavation methods. Increased difficulty should be expected in confined excavations, such as utility trenches.

7. Materials

Materials used as fill for the project are anticipated to consist of imported fill, and the on-site bedrock. Recommendations for these materials are shown below.

a. Imported Fill

Listed below are materials recommended for imported structural fill.

Fill Location	Recommendation
Below Footings	Non-expansive granular soil Passing No. 200 Sieve <15% Liquid Limit < 30% Maximum size 3 inches
Below Floor Slabs (Upper 4 inches)	Free-draining Gravel Passing No. 200 Sieve <5% Maximum size 2 inches
Below Floor Slabs (Deeper than 4 inches)	Non-expansive granular soil Passing No. 200 Sieve <35% Liquid Limit <30% Maximum size 4 inches
Subsurface Drain	Free-draining Gravel Passing No. 200 Sieve <5% Maximum size 2 inches
Base Course Below Pavement	Follow APWA requirements

b. On-Site Bedrock

The on-site bedrock is not recommended for use as structural fill below the proposed building or floor slabs. The bedrock may be considered for use as grading fill around the proposed building, as fill below exterior concrete flatwork and as utility trench backfill. The bedrock may also be used in landscape areas. The bedrock should be broken down to a size that allows for proper compaction.

Prior to using the on-site soil as fill, the topsoil, organic material, oversize material, and other deleterious material should be removed.

c. Moisture Conditioning

Depending on the moisture content of the bedrock at the time of construction, the bedrock may require wetting or drying prior to use as fill. Drying of the soil and bedrock may not be practical during cold or wet times of the year.

8. Compaction

Compaction of materials placed at the site should equal or exceed the minimum densities as indicated below when compared to the maximum dry density as determined by ASTM D 1557.

Fill Location	Compaction
Below Foundations	≥ 95%
Below Concrete Flatwork and Pavement	≥ 90%
Landscaping	≥ 90%
Foundation Wall Backfill	≥ 90%
Pavement - Subgrade Fill	≥ 90%
Pavement - Base Course	≥ 95%

To facilitate the compaction process, the fill should be compacted at a moisture content within 2 percent of the optimum moisture content. Fill should be placed in lifts thin enough to allow for adequate compaction with the type of compaction equipment used.

Fill placed for the project should be frequently tested for compaction.

9. Drainage

The ground surface surrounding the proposed building should be sloped away from the building in all directions. Roof downspouts and drains should discharge beyond the limits of backfill.

The collection and diversion of drainage away from pavement and concrete flatwork is important to the satisfactory performance of the pavement. Proper surface drainage should be provided.

B. Foundations

1. Bearing Material

The proposed building may be supported on spread footings bearing on the undisturbed bedrock or structural fill extending down to the undisturbed bedrock.

If a footing would bear partially on bedrock and partially on compacted structural fill, at least 2 feet of structural fill should be provided below the footing or the footing extended down to bear entirely on the bedrock.

Unsuitable fill, organic material, topsoil and other deleterious materials should be removed from below proposed foundation areas.

2. Bearing Pressure

Footings bearing on the undisturbed bedrock or compacted structural fill extending down to the bedrock may be designed using a net allowable bearing pressure of 4,000 pounds per square foot (psf). If the footings extend to a depth of more than

10 feet below the original ground surface, the bearing pressure may be increased to 6,000 psf.

Additional evaluation of the allowable bearing pressure used in footing design should could be performed when more information regarding the proposed construction is available.

3. Settlement

We estimate total and differential settlement will be on the order of 1 inch and ½ inch, respectively, for footings bearing on the undisturbed bedrock or on compacted structural fill extending down to the bedrock. We anticipate much of the settlement will occur during construction.

Loose, disturbed soil and bedrock below footings could result in increased settlement. Care should be taken during excavation for footings. Loose soil and bedrock should be removed from below footing areas or be compacted.

4. Minimum Footing Width and Embedment

Footings should have a width of at least 2 feet and a depth of embedment of at least 1 foot.

5. Temporary Loading Conditions

The allowable bearing pressure may be increased by one-half for temporary loading conditions such as wind or seismic loads.

6. Frost Depth

Exterior footings and footings beneath unheated areas should be placed at least 40 inches below grade for frost protection.

7. Foundation Base

The base of excavations should be cleared of loose or deleterious material prior to fill or concrete placement.

8. Construction Observation

A representative of the geotechnical engineer should observe footing excavations prior to structural fill or concrete placement. AGEC should also observe placement and compaction of fill to support the building.

C. Concrete Slab-on-Grade

1. Slab Support

Concrete slabs may be supported on the undisturbed natural bedrock or on compacted structural fill extending down to the undisturbed natural bedrock.

The topsoil, organics, unsuitable fill and other deleterious materials should be removed from below proposed floor slabs.

2. Underslab Sand and/or Gravel

A 4-inch layer of free-draining sand and/or gravel (less than 5 percent passing the No. 200 sieve) should be placed below the concrete slabs for ease of construction and to promote even curing of the slab concrete.

3. Vapor Barrier

A vapor barrier should be placed under the concrete floors if the floors will receive an impermeable floor covering. The barrier will reduce the amount of water vapor passing from below the slab to the floor covering.

D. Lateral Earth Pressures

1. Lateral Resistance for Footings

Lateral resistance for footings placed on the natural clayey gravel, bedrock or on compacted structural fill is controlled by sliding resistance between the footing and the structural fill or bedrock. A friction value of 0.45 may be used in design for ultimate lateral resistance for footings. The passive pressure for the soil and bedrock adjacent the footings may be considered to add to the lateral resistance of the footings.

2. Subgrade Walls and Retaining Structures

The following equivalent fluid weights are given for the design of subgrade walls and retaining structures. The active condition is where the wall moves away from the soil. The passive condition is where the wall moves into the soil and the at-rest condition is where the wall does not move. The values listed below assume a horizontal surface adjacent the top and bottom of the wall.

Material Type	Active	At-Rest	Passive
Bedrock or Compacted Structural Fill	40 pcf	55 pcf	300 pcf

3. Seismic Conditions

Under seismic conditions, the equivalent fluid weight should be increased by 20 pcf for the active condition, increased by 5 pcf for the at-rest condition and decreased by 20 pcf for the passive condition. This assumes a horizontal ground acceleration of 0.31g which represents a 2 percent probability of exceedance in a 50-year period.

4. Safety Factors

The values recommended above assume mobilization of the soil to achieve ultimate soil strength. Conventional safety factors used for structural analysis for such items as overturning and sliding resistance should be used in design.

5. Geofoam

In areas where a lower lateral pressure is desired, such as adjacent building foundation walls, a lightweight material, such as geofoam, may be considered. Geofoam consists of blocks of expanded polystyrene foam and are typically produced in blocks that are 3 to 4 feet tall, 4 feet wide and 8 feet long. Geofoam is produced with different densities ranging from approximately 0.9 to 2.4 pounds per cubic foot. Denser geofoam has greater stiffness and strength than lower density geofoam.

The following types of geofoam are available from a local manufacturer:

Geofoam Type	Geofoam Density (pcf)
EPS 15	0.9
EPS 19	1.15
EPS 22	1.35
EPS 29	1.80
EPS 39	2.40

The lateral earth pressure depends on the wall height and geofoam thickness. Estimated lateral earth pressures are provided for several wall heights and geofoam thicknesses in the following table:

Estimated Equivalent Fluid Pressure for Several Wall Heights and Geofoam Widths (pcf)			
Wall Height (feet)	Geofoam Width Against Building Foundation Wall (feet)		
	4 feet	6 feet	8 feet
20	15	10	7
30	30	20	15
40	35	25	20
50	–	30	25

If geofoam is used for the project, AGEC should perform additional evaluation and provide project-specific recommendations with regards to the geofoam density and installation.

The following recommendations should be followed for placing the geofoam and fill:

a. Unsuitable fill, topsoil, debris and other deleterious material should be removed from areas where geofoam is planned to be placed. The ground surface should be excavated relatively level.

b. A bedding layer of free-draining gravel should be placed up to approximately ½ foot above the top of the footing. The gravel should be densified using vibratory compaction equipment.

   Geofoam blocks should be placed on the free-draining gravel. Care should be taken to provide good contact between the gravel and geofoam.

c. Geofoam should be placed in level layers. The initial layer of geofoam blocks should be checked often to verify that they are placed level. Geofoam blocks should be well-fitted together. We anticipate that some blocks will need to cut or shaped to provide a tight fit.

d. Structural loads, such as footings, retaining walls or other settlement-sensitive structures should not be placed on the geofoam.

e. Free-draining gravel, at least 1 foot wide, should be placed adjacent the geofoam. The gravel should connect to the drainage pipe near the base of the footing. The gravel should be separated from the adjacent fill with a filter fabric. The filter fabric may be omitted if the fill between the excavated slope and the geofoam consists of free-draining gravel.

f. The density of the geofoam needed for the project depends on the depth at which it will be placed. The following minimum geofoam densities should be placed at the depth intervals in the following table. A higher density geofoam may be substituted for a lower density.

Depth Range (feet)	Geofoam Type	Geofoam Density (pcf)
0 - 18	EPS 19	1.15
18 - 26	EPS 22	1.35
26 - 40	EPS 29	1.80
40 - 50	EPS 39	2.40

g. A maximum thickness of 2 feet of topsoil may be placed above the geofoam in landscaping and grass areas. Deeper topsoil may be placed in

localized areas for trees, if needed. These areas should be observed by AGEC prior to topsoil placement.

A filter fabric should be placed between the topsoil and the geofoam.

h. Free-draining gravel with a maximum particle size of 1 inch should be placed above geofoam in areas of proposed concrete flatwork. The free-draining gravel should range from 1½ to 2 feet in thickness. The gravel should be placed in lifts of up to 6 inches in thickness and each lift should be compacted using several passes of vibratory compaction equipment.

i. Concrete flatwork in areas of geofoam should contain steel reinforcement to reduce the effect of potential differential movement. Cold joints and shrinkage joints should extend at least ¼ the slab thickness.

j. AGEC should observe the subgrade soil prior to geofoam placement and placement of the geofoam.

E. Seismic Design Considerations

1. Building Code Parameters

Listed below is a summary of the site parameters that may be used with the 2021 International Building Code.

Description	Value
Site Class	C[1]
S_s - MCE_R ground motion (period=0.2s)	0.59g
S_1 - MCE_R ground motion (period=1.0s)	0.21g
F_a - Site amplification factor at 0.2s	1.26
F_v - Site amplification factor at 1.0s	1.5
PGA - MCE_G peak ground acceleration	0.26g
PGA_M - Site modified peak ground acceleration	0.31g

[1]Site Class C was assumed based on the subsurface conditions encountered at the site and our understanding of the geology in the area.

2. Faulting

No active faults are mapped as being located on the property. The nearest mapped active fault is the Wasatch fault located approximately 16 miles to the west (Utah Geological Survey, 2023).

3. Liquefaction

Based on our experience in the area and the subsurface conditions encountered, liquefaction is not considered a potential hazard at the site.

F. Water Soluble Sulfates

Laboratory tests performed in other areas of the Mayflower Resort indicate the amount of water soluble sulfate in the soil and rock in the area is relatively low. Based on results of the laboratory tests and published literature, the bedrock possess negligible sulfate attack potential on concrete. No special cement type is required for concrete placed in contact with the natural soil or bedrock. Other conditions may dictate the type of cement to be used in concrete for the project.

G. Subsurface Drain

With the potential for perched water conditions to develop during the wet times of the year, we recommend that a subsurface drain be provided around the below-grade portions of the building. The subsurface drain system should consist of at least the following items.

1. The subsurface drain system should consist of a perforated pipe installed in a gravel filled trench around the perimeter of the subgrade floor portion of the building. A geosynthetic drain could be used as an alternative. The drain should extend up the foundation walls high enough (to within approximately 3 feet of the ground surface) to intercept potential subsurface water.

2. At least 6 inches of free-draining gravel should be placed below the floor slabs of the building. The gravel should connect to the perimeter drainage pipe.

3. The flow line of the pipe should be placed at least 18 inches below the finished floor level and should slope to a sump or outlet where water can be removed by pumping or by gravity flow.

4. If placing the gravel and drain pipe requires excavation below the bearing level of the footing, the excavation for the drain pipe and gravel should have a slope no steeper than 1:1 (horizontal to vertical) so as not to disturb the soil below the residence.

5. A filter fabric should be placed between the natural soil and the drain gravel. This will help reduce the potential for fine grained material filling in the void spaces of the gravel.

6. Consideration may be given to installing cleanouts to allow access into the perimeter drain should cleaning of the pipe be required in the future.

H. Pavement

Based on the subsurface conditions encountered, laboratory test results and the assumed traffic, the following pavement support recommendations are given.

1. Subgrade Support

   We anticipate roads and parking areas will be supported on bedrock or on compacted grading fill that extends down to the bedrock. We have assumed a CBR value of at least 10 percent for these materials.

2. Pavement Thickness

   Based on the subsurface conditions encountered, assumed traffic conditions presented in the Proposed Construction section of this report, a design life of 20 years for flexible pavement and 30 years for rigid pavement and methods presented by AASHTO, a pavement section consisting of 3 inches of asphaltic concrete overlying 9 inches of base course is calculated.

3. Pavement Material

   a. Flexible Pavement (Asphaltic Concrete)

      The pavement materials should meet the APWA specifications for gradation and quality.

b. Rigid Pavement (Portland Cement Concrete)

The pavement thicknesses assume that a concrete shoulder or curb will be placed at the edge of the pavement and that the pavement will have aggregate interlock joints.

Pavement materials should meet APWA specifications. The pavement thicknesses indicated above assume that the concrete will have a 28-day compressive strength of 5,000 pounds per square inch. Concrete should be air entrained with approximately 6 percent air. Maximum allowable slump will depend on the method of placement but should not exceed 4 inches.

All joints for concrete pavement should be laid out in a square or rectangular pattern. Joint spacings should not exceed 30 times the thickness of the slab. The depth of joints should be approximately one-fourth of the slab thickness.

I. Additional Services

It is important that AGEC be involved during design and construction of the building. There are several items where we can provide value, help the design of the geotechnical aspects of the project be more efficient and help reduce the risk to the design team and the owner.

We recommend that at least the following additional services be provided:

1. Review the proposed building construction and structural loads when available. Review recommendations provided in this report relative to the planned construction.
2. Observe the foundation excavations for the building.
3. Provide geotechnical consultation during building construction as needed.
4. Perform compaction testing for structural fill placed to support the proposed building, pavement and concrete flatwork.
5. Observe building construction and perform special inspections and testing as described in the International Building Code.

LIMITATIONS

This report has been prepared in accordance with generally accepted soil and foundation engineering practices in the area for the use of the client for design purposes. The conclusions and recommendations included within the report are based on the proposed construction, the information obtained from the borings drilled at the site and the data obtained from laboratory testing. Variations in the subsurface conditions may not become evident until additional exploration or excavation is conducted. If the subsurface conditions or groundwater level is found to be significantly different from what is described above, we should be notified to reevaluate the recommendations given.

APPLIED GEOTECH



Scott D. Anderson, P.E.

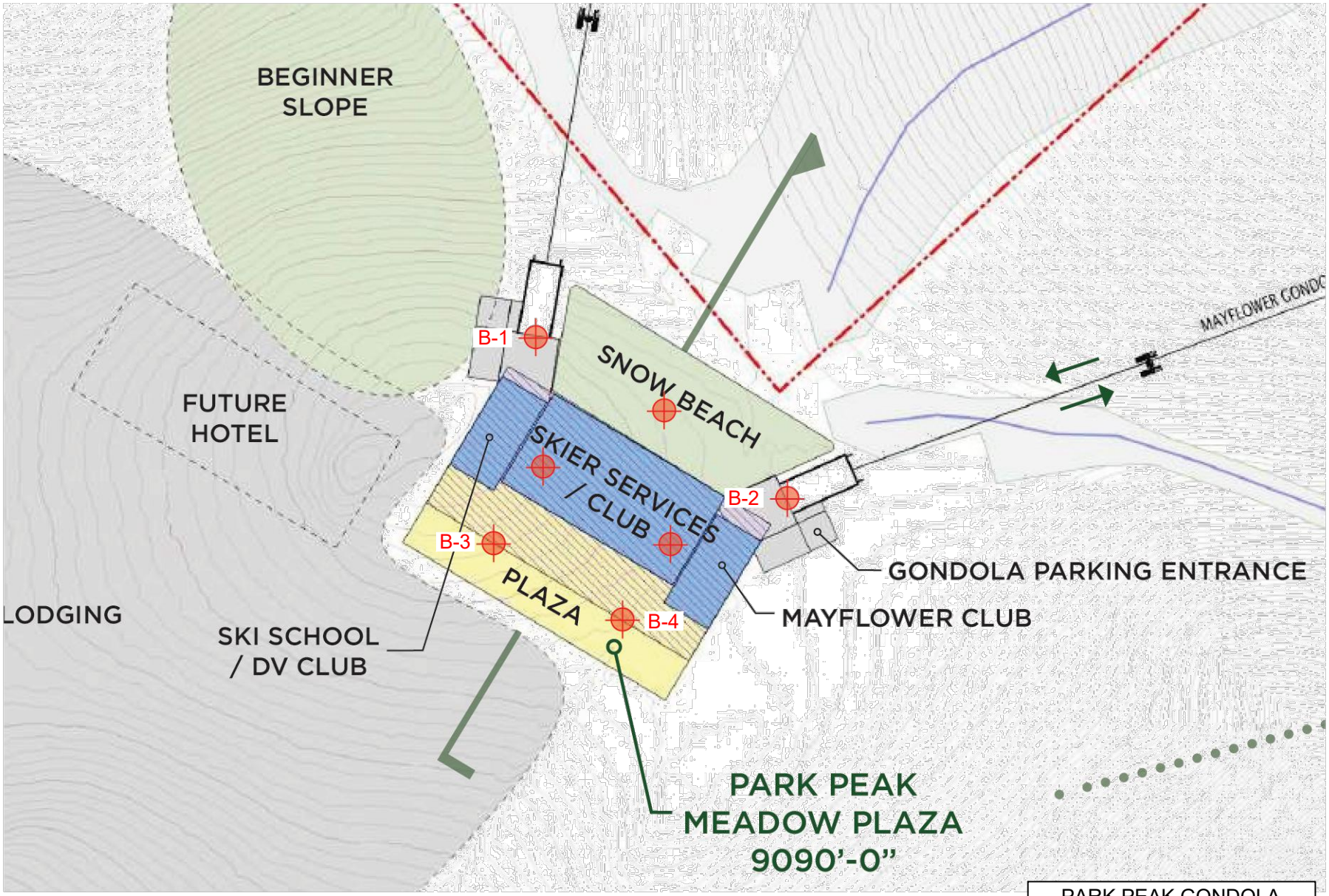
Reviewed by Douglas R. Hawkes, P.E., P.G.

SDA/rs

REFERENCES

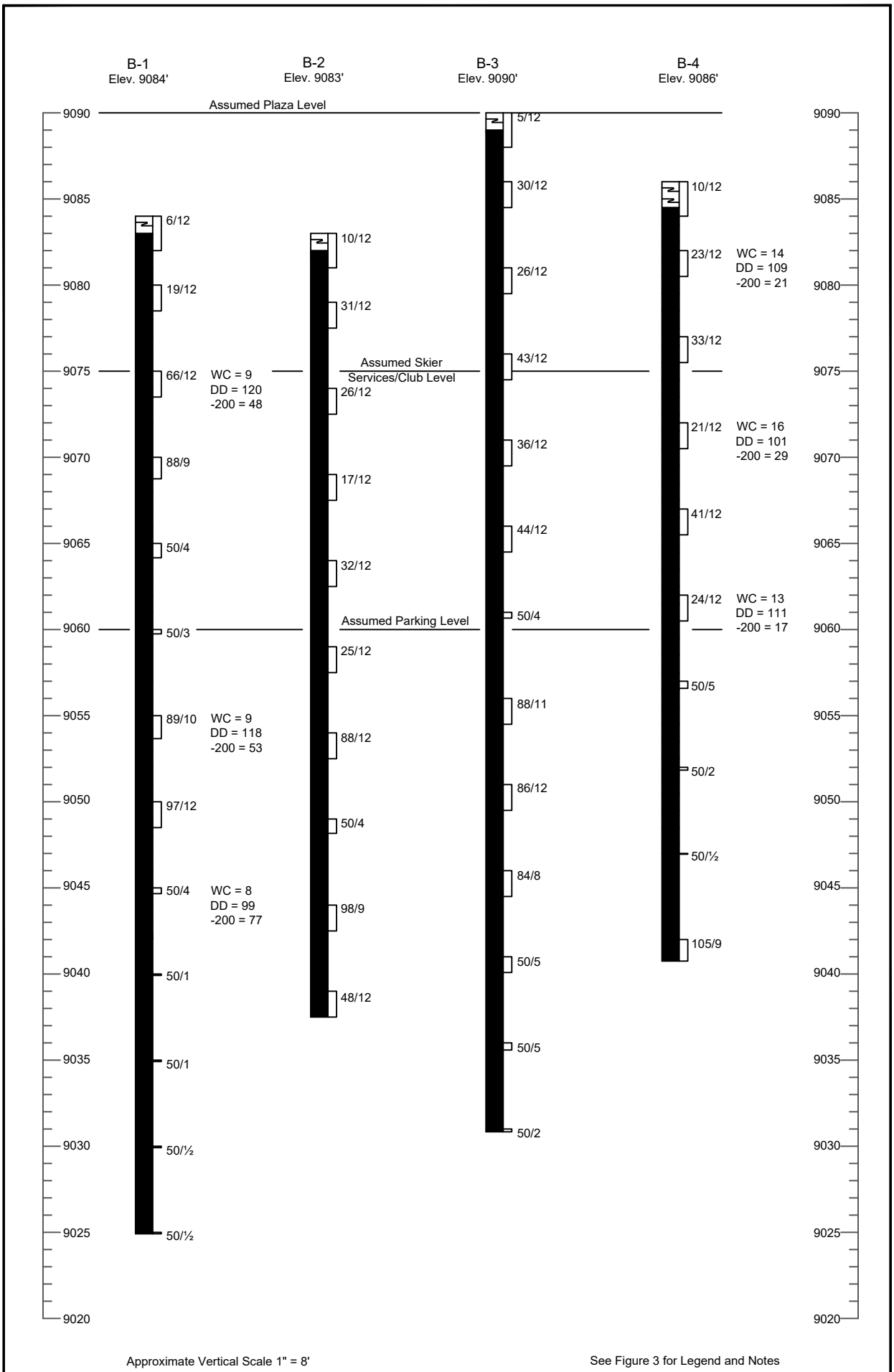
International Code Council 2020, 2021 International Building Code, Falls Church, Virginia.

Utah Geological Survey, 2023; Utah Quaternary Fault and Fold Database, http://geology.utah.gov/apps/qfaults/ accessed November 17, 2023.



PARK PEAK GONDOLA
DEER VALLEY RESORT
WASATCH COUNTY, UTAH

1230768	AGEC	Site Plan with Exploratory Boring Locations	Figure 1



Approximate Vertical Scale 1" = 8'

See Figure 3 for Legend and Notes

1230768	AGEC	Exploratory Boring Logs	Figure 2

LEGEND:



Topsoil; lean clay with sand, slightly moist, dark brown, roots.



Igneous Bedrock; hard to very hard, moist, yellowish brown to grayish brown.



10/12 California Drive sample taken. The symbol 10/12 indicates that 10 blows from a 140-pound automatic hammer falling 30 inches were required to drive the sampler 12 inches.

NOTES:

1. The borings were drilled on October 10 through 16, 2023 with air rotary.
2. Locations of the borings were measured approximately by pacing from features shown on the site plan provided.
3. Elevations of the borings were determined by interpolating between contours shown on a site plan provided by the Civil Engineer.
4. The boring locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between materials shown on the boring logs represent the approximate boundaries between material types and the transitions may be gradual.
6. No free water was encountered in the borings at the time of drilling.
7. WC = Water Content (%);
   DD = Dry Density (pcf);
   -200 = Percent Passing the No. 200 Sieve.

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

TABLE I
SUMMARY OF LABORATORY TEST RESULTS

PROJECT NUMBER: 1230768

SAMPLE LOCATION		NATURAL MOISTURE CONTENT (%)	NATURAL DRY DENSITY (PCF)	GRADATION			ATTERBERG LIMITS		UNCONFINED COMPRESSIVE STRENGTH (PSF)	WATER SOLUBLE SULFATE (%)	SAMPLE CLASSIFICATION
BORING	DEPTH (FEET)			GRAVEL (%)	SAND (%)	SILT/ CLAY (%)	LIQUID LIMIT (%)	PLASTICITY INDEX			
B-1	9	9	120			48					Igneous Bedrock
	29	9	118			53					Igneous Bedrock
	39	8	99			77					Igneous Bedrock
B-4	4	14	109			21					Igneous Bedrock
	14	16	101			29					Igneous Bedrock
	24	13	111			17					Igneous Bedrock

DEER VALLEY

EXPANDED EXCELLENCE

Lift 7: Supplemental Submittal

March 28, 2024

Lift 7 serves as a vital connector lift operated by Deer Valley, facilitating skier access to beginner terrain within the existing ski terrain under Deer Valley's control. Notably, Lift 7 does not offer up-mountain access from any of Deer Valley's base areas, thereby not augmenting the resort's capacity or creating additional parking demand. In accordance with Land Management Code Section 15-4-18(B), Lift 7 has been meticulously designed to avoid crossing any public roads, ensuring sufficient utility clearance, and imposing no additional parking impacts or requirements, while adhering to mandated setbacks.

Traffic and parking arrangements for the entire resort are comprehensively addressed within the ongoing Snow Park development applications. This strategic approach guarantees that Lift 7's implementation remains in harmony with broader resort infrastructure plans.

This initiative aligns seamlessly with the objectives outlined in the Park City General Plan (2014). Specifically, it contributes to Objective 10A, aimed at enhancing the competitiveness of Park City as a world-class, multi-season destination resort community through the expansion of year-round recreational events. Furthermore, it supports Objective 11A, emphasizing the importance of allowing primary resorts to evolve within the tourism industry, thus ensuring sustained relevance and attractiveness to visitors.

Finally, as per Section K of the 12th Amended and Restated Large Scale Master Planned Development Permit dated November 30, 2016, access to Lift 7 remains accessible to all users of the resort, further underlining its inclusive and community-oriented nature. This underscores Deer Valley's commitment to providing enhanced recreational opportunities while maintaining alignment with established regulatory frameworks and long-term development objectives.



FLAGSTAFF MOUNTAIN RESORT

A PLANNED RESORT COMMUNITY
DEER VALLEY, UTAH

WILDLIFE MANAGEMENT PLAN

EXHIBIT 13

MAY 2001
REVISED AND APPROVED DECEMBER 2001

PREPARED FOR:
FLAGSTAFF MOUNTAIN PARTNERS
P.O. BOX 1450
PARK CITY, UTAH

WILDLIFE MANAGEMENT PLAN

FLAGSTAFF MOUNTAIN RESORT

EXHIBIT 13

Prepared for

Flagstaff Mountain Partners
P. O. Box 1450
Park City, Utah 84060

Prepared by

SWCA, INC.
Environmental Consultants

MAY 2001
(Revised and Approved December 2001)

TABLE OF CONTENTS

EXECUTIVE SUMMARY 1
1.0 INTRODUCTION 2
1.1 Flagstaff Mountain Resort 2
1.2 Wildlife Management Goals and Objectives 3
2.0 FLAGSTAFF MOUNTAIN WILDLIFE 4
2.1 Background 4
2.2 Common Wildlife 4
2.3 Threatened, Endangered, and Sensitive (TES) Species 8
2.4 Humans and Wildlife 11
2.4.1 Past Impacts 11
2.4.2. Current Influences 11
2.4.3. Future Influences 12
3.0 SENSITIVE WILDLIFE AREAS 13
3.1 Lady Morgan Area 13
3.1.1 Existing Condition 13
3.1.2 Desired Future Condition 13
3.2 Centennial Draw 14
3.2.1 Existing Condition 14
3.2.2 Desired Future Condition 14
3.3 Potential Wildlife Movement Corridors 14
4.0 MANAGEMENT 15
4.1 Management Authority 15
4.2 General Management Prescriptions 15
4.3 Management of Sensitive Wildlife Areas 19
4.3.1 Lady Morgan Pond 19
4.3.2 Centennial Draw 20
4.3.3 Potential Wildlife Movement Corridors 20
4.4 Management of Wildlife in Development Pods 21
5.0 RELATED PLANNING DOCUMENTS 22
5.1 Flagstaff Mountain Resort Open Space Management Plan 22
5.2 Flagstaff Mountain Resort Trails Master Plan 22

APPENDIX A
Wildlife Species/Sign Observed Within The Flagstaff Mountain Plan Area (Bio-Resources 1993, SWCA 1999 & 2000) 23
APPENDIX B Figures 28
Figure 1. Location of Flagstaff Mountain Resort Plan Area, Summit County, Utah
Figure 2. Wildlife Habitats
Figure 3. Sensitive Wildlife Areas

EXECUTIVE SUMMARY

The Flagstaff Mountain Resort Wildlife Management Plan describes the major habitat types that occur within the Plan Area (e.g., conifer, conifer/aspen, and aspen forests; mountain shrub herbaceous, willow/tall forb, and rock talus communities) and provides information on common wildlife species associated with these habitats.

There are no federally listed threatened and endangered species likely to occur in the Plan Area.

A discussion of human-wildlife interactions within the Plan Area describes past impacts associated with the mining era, current influences associated with ski area development and summer trail use, and future effects likely to result from increased recreation and the development of a new resort community.

Two sensitive wildlife areas, Lady Morgan and Centennial Draw, are described and delineated on Figure 2. A discussion of existing and desired future conditions for these two areas is also presented. Potential seasonal wildlife movement corridors are defined and shown on Figure 2.

General Plan Area-wide management prescriptions including minimizing human impacts and habitat fragmentation, vegetation management, forest cutting guidelines, speed limits, wetland protection, pet control, fencing, and nuisance wildlife and off-road vehicle prohibitions are presented. Management directions for the Lady Morgan and Centennial Draw Sensitive Wildlife Areas as well as for the semi-urban settings of the proposed development pods are also discussed. An appendix to the plan lists all wildlife observed in the Plan Area during field surveys conducted by Bio-Resources in 1993 and SWCA in 1999.

1.0 INTRODUCTION

This study is one of several reports that have been prepared to support the Flagstaff Mountain Resort's Large Scale Master Plan Development (LSMPD) application. As LSMPDs are programmatic in nature and subject to refinement at subsequent Master Planned Development (MPD) or Conditional Use Permit (CUP) stages, correspondingly, the contents of this report should be viewed as conceptual in nature and subject to change as specific plans are developed. Details developed at the MPD or CUP stage will not require a modification of this plan provided that they comply with the Goals and Objectives of this Plan.

1.1 Flagstaff Mountain Resort

The Flagstaff Mountain Resort (Flagstaff Mountain) Plan Area is a 1,600-acre parcel of land located in the southwest corner of Summit County, Utah. Ranging from elevations of 7,800 to 9,000 feet above sea level, it forms the western portion of Deer Valley Resort, a four-season resort facility that specializes in alpine skiing in the winter; hiking, mountain biking, and horseback riding in the summer. Flagstaff Mountain Partners (FMP) will develop four distinct sites as additional year-round residential communities within the boundary of the existing ski area. These sites, or development pods, are depicted along with the overall Plan Area in Figure 1. The proposed development pods include the Mountain Village area (Pods A and B-1), the Daly West area (Pod B-2), and the Northside Neighborhood (Pod D). These pods conform to those sites identified in the Annexation Resolution: Development Agreement for Flagstaff Mountain, Bonanza Flat, Richardson Flat, the 20-acre Quinn's Junction Parcel, and Iron Mountain (Park City Municipal Corporation Ordinance no. 99-30) hereafter referred to as the Development Agreement.

Within the Plan Area, native vegetation comprises a mosaic of quaking aspen and coniferous (primarily Engelmann spruce, subalpine fir, and Douglas fir) forests, Gambel oak, and mountain shrub communities. A few natural meadows occur in the area and are characterized by a variety of native grasses and wildflowers. Willows, sedges, and rushes dominate wet areas. Rock outcrops occur on the eastern boundary of Pod D and along the ridgeline at the head of Empire Canyon.

Some of the most notable features of the Plan Area are, however, of human origin. Large piles of mine waste rock, or overburden, are located in the Flagstaff Mountain Plan Area. These features consist predominantly of un-vegetated grayish-white crushed rock associated with the former Flagstaff, Little Bell, Quincy, Anchor, and Daly West Mines. Ski lifts and runs are another notable human-made feature of the Plan Area. Within the Flagstaff Mountain portion of Deer Valley Resort, there are six existing ski lifts and approximately 36 ski runs, many of which have been cut through forest

stands, graded, and seeded with non-native grasses and forbs. Four additional lifts are currently planned for Flagstaff Mountain. One of these will serve the ski in/ski out needs of Pod A, one will access existing terrain between the Red Cloud and Northside Lifts (Ski Pod D), and the other two (Ski Pods X and Z) will access new intermediate and advanced ski terrain in Empire Canyon.

1.2 Wildlife Management Goals and Objectives

The goal of this management plan is to preserve wildlife habitat values within the Plan Area by minimizing habitat loss and human/wildlife conflicts. This plan identifies existing wildlife species and habitats that occur within the Flagstaff Mountain Resort Plan Area, and establish management guidelines to help maintain the biotic integrity of the area while ensuring the long-term attractiveness and marketability of the proposed developments.

2.0 FLAGSTAFF MOUNTAIN WILDLIFE

2.1 Background

Three summer wildlife inventory surveys of the Plan Area have been conducted. Bio-Resources, Inc. undertook the first of these in June and July of 1993. The second survey was conducted by SWCA, Inc. Environmental Consultants in September of 1999 and was used to produce the Preliminary Biological Resources Report, Flagstaff Mountain Development (SWCA 2000). A third survey was conducted in June and July of 2000 by SWCA. These surveys documented and described the various habitat types present in the Plan Area and provided lists of wildlife species observed in each of the habitats.

While there are no federally listed threatened or endangered species likely to make substantive use of the Plan Area, SWCA has identified several sensitive or special status plant and animal species with potential to occur at Flagstaff Mountain.

2.2 Common Wildlife

The Flagstaff Mountain Plan Area is located in the Northern Utah Ecoregion. This ecoregion is characterized by a variety of topographic and climatic conditions providing habitat for numerous species of wildlife. Public forestlands adjacent to the Plan Area in the Wasatch and Uinta Mountains are known to contain an estimated 300 species of vertebrates including 67 species of mammals, 186 species of birds, 18 species of reptiles, 6 species of amphibians, and 23 species of fish. Typical large mammal species include elk, mule deer, coyote, bobcat, and mountain lion. Common small mammals are yellow-bellied marmot, American beaver, snowshoe hare, pika, northern pocket gopher, red squirrel, least chipmunk, and golden-mantled ground squirrel. Clark's nutcracker, Steller's jay, northern flicker, mountain chickadee, and red-breasted nuthatch are familiar bird species in the Wasatch Mountains. Reptiles and amphibians common to the region include the Great Basin gopher snake, wandering garter snake, and boreal chorus frog. A brief description of wildlife habitats and common wildlife species associated with these habitats is presented below. A map showing where these habitats occur within the Plan Area is provided in Figure 2. Figure 2 also depicts disturbed lands within the Plan Area. Disturbed ground comprises approximately 85 acres (five percent) of the Plan Area and consists primarily of mine waste rock piles, road scars, and other areas devoid of vegetation and wildlife habitat value.

Conifer

The conifer community is dominated by engelmann spruce and subalpine fir with white fir common in some locations. Douglas fir is a dominant species at lower elevations near the Judge Portal. Overall, the spruce/fir association is the most common upper montane forest type in the Wasatch Mountains. On more biologically productive sites

(i.e., sites with deeper, more fertile soils and good water availability), the shrub layer contains snowberry while the forb/grass layer commonly consists of englemann aster, aspen bluebell, fireweed, sticky geranium, and Colorado columbine. In areas characterized by a dense forest canopy, the groundcover consists primarily of duff and downed wood, with very little herbaceous plant material present. Within the Plan Area, conifer stands tend to be located on north and west-facing slopes. A large contiguous conifer stand is located on the north-facing slope just south of the Ruby and Empire Express Lift bases. Wildlife species most commonly found in coniferous forest include mountain chickadee, dark-eyed junco, ruby-crowned kinglet, American robin, hermit thrush, yellow-rumped warbler, pine siskin, red squirrel, porcupine, snowshoe hare, southern red-backed vole, and elk. Conifer habitats comprise approximately 128 acres or eight percent of the Plan Area.

Conifer/Aspen

The conifer/aspen community consists of a combination of aspen and conifers, with the conifers comprising over 50 percent of the over-story. In the absence of fire, succession will favor the gradual replacement of aspen by subalpine fir. As a result, this community typically succeeds to the conifer community. The groundcover is similar to that of the aspen/tall forb community, but tends to be sparser as a result of the higher tree density. The conifer/aspen community occurs around the Northside Neighborhood and in various other locations (e.g., Centennial Draw) within Empire Canyon. Wildlife species most commonly found in the conifer/aspen habitat type include a combination of those listed in the conifer and aspen, aspen/tall forb sections of this plan. Conifer/aspen habitats occur on approximately 491 acres or 30 percent of the Plan Area.

Aspen/Tall Forb

The aspen/tall forb community is dominated by quaking aspen. Scattered subalpine fir, and occasional engelmann spruce and white fir occur near transitional areas. Shrub cover includes mountain snowberry, mallow ninebark, and red and blue elderberries. Common herbaceous species in these communities include cow parsnip, which provides up to 100 percent groundcover in some places, western coneflower, Colorado columbine, Fendler meadowrue, sticky geranium, horsemint, and Jacob's ladder. Within the Plan Area, the aspen/tall forb vegetation type is most prevalent in upper Ontario Bowl, Prospect Ridge (including Pod A) and the east-facing slopes on the west side of Empire Canyon. American robin, house wren, mountain bluebird, warbling vireo, townsend's solitaire, least chipmunk, and elk frequent aspen stands. Aspen/tall forb habitats occupy approximately 439 acres or 27 percent of the Plan Area.

Mountain Shrub

The mountain shrub community occurs intermittently on dry, rocky slopes and ridgelines throughout the Plan Area. Dominant shrub species include snowberry, chokecherry, and mountain lover. Rock mountain ash, Gambel oak, mallow ninebark, Wood's rose, serviceberry, and sagebrush may be locally abundant. Common herbaceous species include a variety of native grasses, showy golden-eye, whorled buckwheat, and sticky geranium. Mammal species typically associated with mountain shrub habitat include the elk, mule deer, moose, and pika. Associated bird species include the American pipit, broad-tailed hummingbird, ruffed grouse, American robin, and white-crowned sparrow. Mountain shrub habitats comprise approximately 194 acres or 12 percent of the Plan Area.

Herbaceous

Within the Plan Area, the herbaceous cover type is generally comprised of two communities dominated by non-woody plant species: native herbaceous and seeded herbaceous. The native herbaceous community is further divided into three associations: tall forb, short forb, and graminoid. Figure 2 depicts the native and seeded herbaceous communities but does not differentiate between these three associations. The tall forb association occurs in open areas between aspen and conifer stands. This community appears to be relatively stable in the Wasatch Mountains and covers extensive areas. False hellebore, or skunk cabbage, is a common component within the wetter extremes of this community. Showy forbs including bluebells, glandular cinquefoil, lupine, Louisiana sagewort, Jacob's ladder, sticky geranium, scarlet paintbrush, fireweed, Engelmann aster, Colorado columbine, Fendler meadowrue, sulfur buckwheat, cow parsnip, duncecap larkspur, valerian, anise sweetroot, and numerous other wildflower species are common throughout.

The short forb association also occurs in open areas, but is generally found at higher elevations than the tall forb community described above. It is typically shorter in stature with sparser coverage. Some of the species that distinguish the short forb association from the taller type include scarlet gilia, stonecrop, mountain monardella, and lobeleaf groundsel. Other species that commonly occur on drier sites include yarrow, elkweed, whorled buckwheat, sulfur buckwheat, little sunflower, and various species of beardtongue. Graminoids may include slender wheat grass, western needle grass, mutton grass, spike fescue, and onion grass.

The graminoid association is similar to that described above and occurs where grasses and grass-like species are dominant and forbs form a relatively minor component of the overall species composition. Within this association, sedges may be locally dominant. An example of the sedge-dominated variant of this plant association may be found on a

northeast-facing hillslope in the southeast corner of the Plan Area. Overall, the native herbaceous habitat type covers approximately 137 acres or nine percent of the project area.

The seeded herbaceous community occurs where native vegetation types have been cleared to provide for open ski slopes. These areas are often dominated by introduced grass species including various cereal grains, timothy, smooth brome, and orchard grass. Forbs observed in seeded areas include yarrow, curly dock, an unidentified orange-flowered mustard, and varieties of California golden poppy. Various thistles and other undesirable plant species have become established along seeded ski trails and the sides of access roads. Seeded herbaceous habitats comprise approximately 181 acres or 11 percent of the Plan Area.

In the native herbaceous community type and, to a lesser extent, in the seeded type, commonly observed species include white-crowned sparrow, horned lark, mountain bluebird, American robin, American pipit, northern pocket gopher, montane vole, western jumping mouse, deer mouse, Uinta groundsquirrel, elk, mule deer, and yellow-bellied marmot.

Willow/Sedge

Within the Flagstaff Mountain Plan Area, the willow/sedge community covers a small area (approximately 0.3 acre) around Lady Morgan Pond. Willows approximately 10 feet in height form a discontinuous ring around the pond. Interspersed between the willows and extending downslope into the pond itself are a variety of sedges likely including beaked sedge, water sedge, and others. In the arid west, wetland and riparian area habitats often support a greater diversity of species per unit area than other habitat types. In particular, these habitats may harbor a variety of birds including MacGillivray's, Wilson's, and yellow warblers, and a number of sparrows including the song sparrow and Lincoln's sparrow. In alpine areas and wet meadows, American pipits may be locally common. Also commonly present are moose, elk, mule deer, and a variety of amphibians and invertebrates.

Rock/Talus

Non-vegetated areas including rock outcrops, and talus and scree slopes dominate this cover type. High elevation rock outcrop areas are habitat for some sensitive plants described in the section below. Other low-growing plants adapted to these harsh environments may occur in the crevices of rocks and in shallow soils associated with higher elevations. While there are no boulder or talus slopes *per se* within the Plan Area, rock outcrops occur on the east-facing slopes below Flagstaff Mountain on the eastern portion of the Northside Neighborhood area. Rock/talus habitats typically support yellow-bellied marmot, least chipmunk, pika, and white-crowned sparrow. Reptiles often associated with rock/talus habitat include the gopher snake and

wandering garter snake. Rock/talus habitats comprise approximately 15 acres (less than one percent) of the Plan Area.

2.3 Threatened, Endangered, and Sensitive (TES) Species

Two federally listed threatened and endangered species, the bald eagle (threatened) and the Canada lynx (endangered), have potential to occur within the Flagstaff Mountain Plan Area. The following state listed wildlife species of concern, many of which are also considered Forest Service sensitive species, also have potential to occur in the Flagstaff Mountain Plan Area: the American marten, northern flying squirrel, Townsend's big-eared bat, three-toed woodpecker, northern goshawk, smooth green snake, and boreal toad. While not on the state list, the flammulated owl is a Forest Service sensitive species known to occur in the Plan Area. Brief descriptions of these TES wildlife species are presented below.

Bald Eagle

The Bald Eagle is federally listed as a threatened species under the Endangered Species Act of 1973, as amended. This species has been proposed for de-listing in 2000. Bald Eagles typically construct large, conspicuous stick nests in sizeable trees, or on cliffs adjacent to streams or lakes supporting fish populations, which are capable of serving as this species' primary prey base. Secondary food sources include small mammals and birds. Four known nesting pairs of Bald Eagles currently exist within the State of Utah. There are no records of this species nesting or roosting in the Flagstaff Mountain Plan Area and this behavior is unlikely given the relative lack of water. Bald Eagles are thus only likely to occur within the Plan Area on a transitory basis during migration.

Canada Lynx

The Canada lynx became federally listed as endangered as of April 2000. This species occurs within northern boreal forests in association with its primary prey species, the snowshoe hare. Early successional forest stands characterized by high densities of shrubs and seedlings are optimal for hares and, subsequently, important hunting grounds for lynx. Large, contiguous stands of mature forest are used by lynx for denning, providing cover for kittens, and as travel corridors. Given that the forest stands within the Plan Area are relatively small and/or highly fragmented and snowshoe hare are uncommon, Flagstaff Mountain is unlikely to support Canada lynx. Furthermore, the lack of any documented lynx sightings in Utah for over 17 years suggests that this species has been extirpated from the region.

American Marten

American marten primarily utilize mature coniferous forest habitats between 8,000 and 13,000 feet elevation. These carnivores are generally associated with 30 percent or more canopy cover. Coarse woody debris, especially in the form of large-diameter tree boles, is an important habitat component for marten, providing thermal protection, access to subnivean spaces, and escape cover. Although there are tracts of mature coniferous forest habitat within the Plan Area, the capability of this habitat to support marten is questionable due to its highly fragmented condition.

Flying Squirrel

In the Intermountain West, the northern flying squirrel is typically associated with mature coniferous forests and riparian woodlands. Nests occur either inside tree cavities or on limbs where they are built of twigs, bark, and/or roots. According to the Utah Division of Wildlife Resources' (UDWR) Sensitive Species List, the northern flying squirrel is well distributed throughout forested riparian habitats in the mountain ranges of central and eastern Utah. Despite the lack of forested riparian habitats within the Plan Area, a flying squirrel was observed in the Centennial Draw area on July 10, 2000. The presence of a flying squirrel in this area suggests that this species may be common in other mesic, mixed forest stands at Flagstaff Mountain.

Townsend's big-eared bat

The Townsend's big-eared bat utilizes a variety of vegetation types in rocky, broken landscapes up to about 9,500 feet elevation. Vegetation types used include western shrubland, piñon/juniper woodland, oak woodland, and open montane forest. This species is typically associated with caves and abandoned mines and buildings for use as day roosts and winter residences. During summer, individuals may use cracks within cliffs as day roosts. This species typically forages over water, along the margins of vegetation, and over sagebrush. Suitable summer roosts likely occur in and adjacent to the Plan Area in the form of abandoned mine buildings. Suitable winter hibernacula may be present within and adjacent to the Plan Area in various abandoned mine shafts and adits located in the area.

Three-toed woodpecker

The three-toed woodpecker is a year-round resident primarily associated with mature and old growth spruce/fir and mixed forest types up to about 9,000 feet elevation. Given that they attract large populations of wood-boring insects, forest stands with extensive damage due to disturbance such as fire, storm, and/or avalanche, provide an important food source for the three-toed woodpecker. Other food sources utilized by the three-toed woodpecker include berries and some cambium and inner bark. The Forest Service has documented the presence of three-toed woodpeckers at Brighton,

approximately three miles west of Flagstaff Mountain. While this species could occur at Flagstaff Mountain on a sporadic basis during insect outbreaks in larger, contiguous conifer stands, species-specific surveys conducted by SWCA in June 2000 did not detect three-toed woodpeckers within the Plan Area.

Northern goshawk

Goshawks typically breed in mature stands of aspen, lodgepole pine, spruce/fir, or mixed forests at elevations of between 7,500 and 11,500 feet. Nesting areas are typically 20-25 acres in size. In southwestern spruce/fir forests, stands containing nests tend to be greater than 150 years old with moderately high densities of trees (35 trees per acre of 20 inches dbh) and an overstory canopy cover of at least 70 percent. Nest sites are also typically located on either north-facing slopes with gradients less than 60 percent, or in drainages or canyon bottoms protected by such slopes. Goshawks require water within 0.25 mile of the nest site and a given nest may be reused on successive years. The goshawk's preferred prey includes the American robin, blue grouse, hairy woodpecker, northern flicker, golden-mantled ground squirrel, chipmunk, and red squirrel. Goshawks are found throughout the neighboring Wasatch-Cache National Forest, including one pair which nests south of Brighton Circle in Big Cottonwood Canyon. This pair is known to use areas near Clayton Peak, Hidden Canyon, and the Guardsman Pass Road (Salt Lake County portion) for foraging. A stick nest found in the Bonanza Flat area (approximately one mile from the Plan Area) during wildlife surveys conducted approximately six years ago (Bio-Resources 1993), indicates the potential for goshawk to occur in the immediate vicinity of Flagstaff Mountain.

Flammulated Owl

The flammulated owl is listed as a sensitive species by Region 4 of the U.S. Forest Service (including Utah) but it is not federally threatened or endangered and generally does not receive any special consideration outside of National Forest System lands. Nevertheless, given the potential for this species to be added to the Utah State sensitive species list and/or be proposed for federal listing in the future, the potential for it to be affected by development of Flagstaff Mountain is being considered here. The flammulated owl's apparent preference for mature ponderosa pine, montane conifer, or aspen forests above approximately 7,000 feet (in Utah), and its general avoidance of cut over areas, suggests that the species may be largely dependent on mature and old-growth forest. Flammulated owl surveys were conducted in the Plan Area on June 21 and 22 and July 10, 2000. A single flammulated owl was detected in an aspen stand.

Smooth Green Snake

The smooth green snake typically inhabits meadows, grassy marshes, and moist grassy fields along forest edges. Although this species is known to occur in the Uinta

Mountains of northeastern Utah, its distribution is unclear. While there is potential for this species to occur in the Plan Area in sites such as the meadow in Northside Neighborhood, and the area around Lady Morgan Pond, there are no records of occurrence for this species in the area. No smooth green snakes were observed during field surveys conducted during the summer of 2000.

Boreal Toad

The boreal toad inhabits areas near springs, streams, meadows, or woodlands ranging from 7,500 to 12,000 feet elevation. Beaver ponds with abundant riparian vegetation are considered preferred habitat. Although suitable breeding habitat is present at Lady Morgan Pond, there are no records of occurrence for this species within the Plan Area. Surveys conducted for this species during the summer 2000 field season did not detect any boreal toads at Lady Morgan Pond.

2.4 Humans and Wildlife

2.4.1 Past Impacts

Several factors in human behavior and practice affected wildlife during the mining era. Most directly, there was a massive influx of people, vehicles, machinery, and associated noise. Most wildlife species, with the exception of those species, which have adapted to urban or semi-urban environments, deliberately avoid human contact. Thus, many animals moved away from the immediate area when miners moved in. The loud noise from mining explosions and machinery operations could be heard for quite a distance and undoubtedly frightened animals from the vicinity. In addition to noise disturbance, mining activities caused sedimentation of area streams. Increased turbidity and influx of heavy metals diminished water quality and impacted or even extirpated aquatic life in affected waters.

Deforestation was another direct result of mining activities and was a major source of habitat loss for cavity-nesting birds and small mammals, as well as a loss of adequate cover and associated understory for a variety of animals including deer, black bear, and others.

By the 1950's, the price of metals had dropped and the mining era came to a close. Miners left the mountains and the forest began to grow again. Along with this new growth, early successional species inhabited the mountain and surrounding areas.

2.4.2. Current Influences

Following the mining era, the alpine ski industry slowly started to become the primary developed land use in the area. Ski runs were cut through the young forest stands, lifts were installed, and resort establishments were built to offer amenities for vacationing

recreationists. Snowshoeing and cross-country skiing have become popular in the backcountry and snowmobiling is a popular winter pasttime. At Deer Valley Resort, facility operations began in the fall of 1981. Since then, this area has not only become a popular winter destination; summer recreationists such as hikers, mountain bikers, horseback riders, and wildlife and birding enthusiasts enjoy the area, as well. Each of these activities has added to the overall impact on wildlife in the area.

Habitat fragmentation and loss have resulted from cutting and grading roads, lift alignments, ski runs, and trails through forest stands. From an increase in noise to a decrease in habitat, the development of ski resorts and resort communities has pushed wildlife increasingly farther into the backcountry. As recreationists have expanded unauthorized trail systems (often by utilizing established game trails), certain forest-interior or otherwise sensitive wildlife species have been forced into more remote areas of the property or extirpated from the area altogether.

2.4.3. Future Influences

Each of the impacts described in the previous section will apply to new development within the Plan Area. However, given that the developed portion of Flagstaff Mountain Resort will be limited to 147 acres out of a total of approximately1600 acres (nine percent of the Plan Area), development of the resort itself will not result in extensive habitat fragmentation. While habitat conversion occurring within the development pods will likely cause an increase in adaptable, open habitat and edge-tolerant species and a localized decrease in forest-interior species, with proper management, negative impacts can be partially mitigated and positive effects may result.

Many species of wildlife may become habituated to human activity if it is consistent and non-threatening. This means wildlife species would be less likely to alter their natural behavior in response to people. This could potentially become dangerous for both animals and wildlife watchers. For this reason, it is imperative that backcountry users remain on established trail systems.

In the future, snowmobiling will no longer be allowed as a backcountry recreational activity within the Plan Area. This change in management will eliminate a substantial source of impacts to winter resident wildlife such as voles and other subnivean (under the snow) small mammals.

3.0 SENSITIVE WILDLIFE AREAS

Sensitive wildlife areas have been designated because they include habitats that are uncommon and/or necessary to support certain species. These areas are identified in Figure 2.

3.1 Lady Morgan Area

3.1.1 Existing Condition

Lady Morgan Pond is the only natural pond within the Plan Area. This open water/emergent marsh complex and surrounding watershed is considered sensitive because of its high plant, animal, and habitat diversity, and its overall uniqueness within the Flagstaff Mountain Plan Area. The Lady Morgan subwatershed contains aspen, conifer, and mixed forest communities, as well as mountain shrub, willow/tall forb, herbaceous, wet meadow, emergent marsh, and open water habitats. This habitat diversity allows for a high level of species diversity in this area. During a general wildlife survey on July 7, 2000, a variety of deer, elk, and moose sign, including bedding areas, were observed in mountain shrub habitat to the north of the pond. This evidence of bedding and the abundant forest cover adjacent to water suggest that this area may be an important calving/fawning area in the spring.

3.1.2 Desired Future Condition

The desired future condition of Lady Morgan Pond is to maintain the natural successional trajectory of the ecosystem. Over the next 20 years the pond will likely progress into an emergent marsh complex dominated by reeds and sedges. The marsh will eventually turn into a seasonally flooded depressional wet meadow. This transition will limit the water-associated species, which previously inhabited the Lady Morgan Pond area. However, the new meadow will provide habitat for species such as the white-crowned sparrow, meadow vole, and American pipit. Big game will also likely continue to use the area, particularly in the spring when open water is still present.

Previous management prescriptions made for the Lady Morgan area included dredging the pond, constructing a wildlife viewing area to the east of the pond, and placing three to five wood duck nesting boxes in the vicinity. These recommendations are not consistent with the desired future condition of the area because they disrupt the natural successional dynamics of this system. In addition, periodic dredging of the pond would be costly, labor intensive, and require a Section 404 permit from the U.S. Army Corps of Engineers Utah Regulatory Office.

3.2 Centennial Draw

3.2.1 Existing Condition

Centennial Draw contains closed canopy habitat comprised of the aspen/tall forb community on south-facing slopes and mixed forest stands on north-facing slopes. In 1993, Bio-Resources identified a portion of this area as elk calving habitat, and several deer were observed at the same location by SWCA in 1999. Evidence of deer bedding was observed by SWCA in mountain shrub-dominated opening in the aspen canopy in the upper right fork of Centennial Draw on July 7, 2000. This area also contains prime habitat for forest-interior bird species including the hermit thrush, and ruby-crowned kinglet (in mixed and coniferous stands), and the warbling vireo (in aspen stands). Several narrow trails currently wind through the trees offering summertime hiking and mountain biking opportunities. At present, winter use consists only of occasional back-country ski access along the north ridge.

3.2.2 Desired Future Condition

To the extent practicable, the desired future condition for Centennial Draw is to maintain closed canopy forest habitats and preserve the integrity of the elk calving area.

3.3 Potential Wildlife Movement Corridors

Wildlife movement corridors are areas that tend to be used by a large number of deer and/or elk and moose in their seasonal altitudinal migrations. These corridors are typically found in saddles along prominent ridgelines. Based on this criterion, four potential wildlife movement corridors have been identified and are depicted on Figure 2. With the exception of the potential movement corridor located where Guardsman Pass road crosses the Wasatch/Summit County line, none of these corridors would be directly affected by development of Flagstaff Mountain Resort.

4.0 MANAGEMENT

4.1 Management Authority

Two groups will have management authority for wildlife within the Plan Area. Within the development pods, the appropriate Homeowners' Association will deal with wildlife management issues. Outside of the development pods, Deer Valley Resort will be responsible for implementing the management prescriptions detailed below.

4.2 General Management Prescriptions

Wildlife Education

Minimizing human impacts to wildlife at Flagstaff Mountain will require a variety of approaches centered around public education. A combination of education, signs, and enforcement is the best method of control. An educated public is best obtained through outreach activities and the distribution of appropriate information. During the spring, summer, and fall seasons FMP will sponsor weekly talks and/or field trips by qualified naturalists. The goal of these talks will be to garner interest and a sense of stewardship in Flagstaff Mountain's abundant wildlife.

In addition, a "Living with Wildlife" brochure will be produced and any person(s) wishing to rent equipment or rent or purchase property within the area will be required to sign a statement that they have read, understand, and will abide by the rules for living with wildlife at Flagstaff Mountain Resort. The goal of this literature will be to educate and provide guidelines to the public regarding interaction with wild animals. The guide will include information on wildlife species known to occur in the area, their relative abundance, animals they are likely to encounter while utilizing the trail system, proper interaction behavior, preventative instruction and contact information for problem wildlife, and safety tips. It will also include the natural history and behavior patterns of animals commonly encountered (e.g., a cow moose will fiercely defend her young against any apparent threat including a curious visitor who decides to approach the young for a better view or photograph). These brochures along with posters presented at trailhead kiosks will help to ensure that appropriate wildlife information is disseminated throughout the various user groups. Wildlife notices and information will also be provided on Flagstaff Mountain Resort's Intranet system. In addition to providing detailed information on wildlife habitats and species present within the Plan Area, the Intranet will contain a variety of links to other pertinent web sites such as the Utah Division of Wildlife Resources and the Wasatch-Cache National Forest.

Interpretive signs are another form of outreach and will be combined with regulatory signs to control access in sensitive areas such as Lady Morgan Pond. Most outdoor recreationists tend to obey directions presented along a trail system. However, there is a small segment of the population that will disregard the posted requests and proceed

into protected wildlife areas. For this reason, enforcement is necessary. Deer Valley Resort currently uses bike patrols to respond to backcountry emergencies and enforce proper trail use. These patrollers will take on the additional task of ensuring that recreationists obey restrictions associated with protected wildlife areas.

Habitat Fragmentation

Any type of development that divides a large, continuous area of habitat may cause fragmentation. To the extent feasible, large habitat patches will be left intact and be separated from heavy human use areas by a buffer zone characterized by less intensive human uses. Where unavoidable, the effects of habitat fragmentation can be ameliorated by clearing vegetation in the fall and winter (rather than during the breeding/nesting season) and by providing suitable movement corridors. Where conventional (cleared and graded) ski runs are constructed through dense forest stands, large forest "islands" will be left to provide cover for forest-interior species as they cross these openings. These islands will help to maintain habitat connectivity while still allowing for a quality skiing experience.

It should be noted that the primary cause of habitat fragmentation within the Plan Area is associated with the clearing of lift alignments and construction of ski runs. Residential development will be limited to approximately 84 acres in Pods A, B-1 and B-2 and 63 acres in Pod D. This will minimize fragmentation by keeping the highest level of human use in the most developed areas and keeping less intensively used areas largely intact. Recreational open space will provide a buffer between these concentrated use areas and protected areas such as Lady Morgan Pond.

Wildlife Plantings

The term wildlife plantings refers to plant species used for revegetation with the intent of attracting wildlife. While this practice may be quite successful in attracting wildlife species to developed areas, many negative impacts may result including nuisance animals, dangerous animals, health risks for animals, safety concerns for people and animals, displeasing appearance of animal droppings and footprints, and property damage. Because of these risks, planting preferred forage species in and around development pods will be minimized. Wildlife plantings will, however, be used to mitigate project-related habitat loss by enhancing habitat in previously unattractive areas and encouraging wildlife use in open space well away from the development pods.

Soft Edge

Another method that will be used to minimize the impacts to wildlife associated with urban development will entail creating a gradual transition from natural landscape to urban environment, thereby creating a "soft edge." This practice will include planting

and/or maintaining native vegetation cover around the immediate perimeter of the development pods. Using native vegetation in these areas will make the development less aversive to wildlife without actively luring them into the area where they may become a problem.

Vehicle Speed and Road Signs

For the safety of people and wildlife, roads built in existing habitat will be designed for a maximum vehicle speed of 25 mph or less. These roads will have wildlife-crossing signs posted at regular intervals throughout their length.

Protection of Wetlands

Wetlands are critical habitat because many species depend entirely upon them for survival, and many more species are frequent or occasional users. In September,1993, the developer contracted with Natural Resources Consulting; Bio-Resources, Inc.; and Basin Hydrology to identify and delineate wetland areas within the Plan Area. Three wetland types were identified: forested riparian wetlands, scrub-shrub wetlands, and wet meadow wetlands. Forested riparian wetlands are located along the tributary that joins Empire Canyon from the east in the vicinity of the Judge Mine. The scrub-shrub wetlands occur in Centennial Draw and, to a limited extent, around Lady Morgan Pond. The scrub-shrub wetlands in Centennial Draw are discontinuous along the drainage and consist of patches of hydrophytic shrubs over a groundcover of hydrophytic herbaceous vegetation. Wet meadow wetlands are extensive around Lady Morgan Pond and occur in two other areas at Flagstaff Mountain. One of these areas is located near the mouth of Centennial Draw and the other occurs at the base of the Anchor Mine overburden. Any ground-disturbing activities (e.g., the grading of ski runs) slated to occur in these areas may require a Section 404 permit from the U.S. Army Corps of Engineers (ACOE) Utah Regulatory Office. The 404 permit process is sufficient to ensure that wetland wildlife habitat values are maintained during and after development of Flagstaff Mountain Resort. FMP will address these issues directly with the ACOE on an as-needed basis.

In addition to the areas identified as jurisdictional wetlands, several stream channels within the Plan Area qualify as waters of the United States due to the presence of a defined bed and bank. These jurisdictional waters occur in both Ontario and Empire Canyons. In Empire Canyon, these stream channels are interrupted by the Anchor, Little Bell, and Daly West Mine overburden piles but are continuous above and below these features. Any development activities resulting in impacts to these channels will require a state stream alteration permit issued through the Utah Division of Water Rights.

Hunting Policies

Hunting activities will not be permitted within the confines of Flagstaff Mountain Resort. Discharge of firearms is prohibited within the city limits of Park City, which encompasses the entire resort property. No archery hunting will be allowed. Nuisance and/or dangerous animals will be dealt with according to established Park City Police Department procedure. Should overpopulation of deer or elk become an issue, state management authorities will determine the best method of control.

Dog Policies

Unleashed dogs will not be permitted in the Plan Area. Unleashed dogs have the potential to harass wildlife and Park City ordinances require that dogs be leashed within city limits. Enforcement of this dog policy will be the responsibility of Park City and the Homeowners' Associations within development pods and of Park City and Deer Valley Resort in the remainder of the Plan Area.

Protection of Calving Areas

Based on the results of wildlife surveys within the Plan Area, there are two areas with potential to shelter calving elk. These areas include Lady Morgan Pond and Centennial Draw. Refer to Section 4.2 for management of these sensitive wildlife areas.

Revegetation of Disturbed Areas

There are several major mine overburden areas on the Flagstaff Mountain property. These areas will be dealt with in accordance with the Mine/Soil Hazard Mitigation Plan. Where feasible and appropriate, a mixture of native seed will be used to establish and stabilize the organic layer and attract wildlife. Native trees and wildlife plantings will be utilized for landscaping purposes and, if necessary for aesthetics, native vegetation having low forage or cover value to deer and elk will be used for landscaping along roadsides.

Perimeter Fencing

Perimeter fencing around individual properties (e.g., single family residential lots and multi-family parcels) will not be permitted as it may impede the natural movement of wildlife in and out of the Plan Area.

Nuisance Wildlife Control

At the urban/wildland interface, there are often conflicts between wildlife and people. Consequently, there is a broad range of potential nuisance wildlife situations. For example, raccoons, skunks, and even black bears may proliferate in areas where

garbage or other human-generated food sources become readily available. Deer and elk may become problematic when residential areas are landscaped with preferred forage. Bats and rodents may colonize buildings and European starlings often develop nests in cavities accessible from the exterior of buildings.

One method of nuisance wildlife control, which will be employed by the resort, will be to maintain adequate garbage collection facilities and enforce the proper use of these facilities. Uncovered garbage tends to attract wildlife and, in the course of feeding, refuse may be strewn across the property creating a displeasing appearance and attracting additional wildlife. Garbage-fed animals tend to lose their fear of humans and may become dangerous. Exercising garbage control will greatly reduce the incidences of nuisance wildlife. Due to the wide variety of potential nuisance wildlife situations, it is impossible to develop a contingency plan for every type of occurrence. There are individual contractors who specialize in removing problem wildlife. These individuals are specialists and have a great deal of knowledge regarding nuisance wildlife and methods of control. Wildlife control contractors will be utilized when and where they are necessary.

Off-Road Vehicles

The public within the Flagstaff Mountain Plan Area expressly forbids off-road vehicles from use. These include, but are not limited to, dirt bikes, ATV's, snowmobiles (with the exception of Wasatch County landowners winter access), and off-road vehicles. Residents and landowners are also included in this ban. The only exceptions are the use of off-road vehicles for routine maintenance, public safety, and mountain operations activities.

4.3 Management of Sensitive Wildlife Areas

4.3.1 Lady Morgan Pond

Clearing trees for downhill ski runs or developing summer trails through the Lady Morgan Pond area is prohibited. Spring and summer access will not be permitted due to the sensitivity of breeding and calving animals. Interpretive signage will be placed at the perimeter of this area indicating its biological/habitat value and prohibiting access during these times. Non-mechanized fall and winter access (e.g., hiking, downhill and cross-country skiing, snowshoeing, etc.) will be permitted, but only along the established loop trail on the south end of the pond. Mountain bikes will be prohibited from entering this area. Pets will be allowed in the Lady Morgan area only during the fall and winter and leash laws will be strictly enforced during this time.

4.3.2 Centennial Draw

Centennial Draw has been proposed for development as a portion of a ski pod (Pod Z) by Deer Valley Resort. Cutting and grading of ski runs through this area during the development of Pod Z will fragment forest habitat and reduce thermal and hiding cover for deer and elk. In order to maintain the suitability of this site as a calving ground, the clearing and grading associated with the proposed ski run development will be minimized in the area delineated in Figure 2. The Development Agreement states that only two graded runs will be allowed in Pod Z. Forest thinning and other, limited vegetation removal may occur in the balance of Pod Z for skier safety and glade skiing. No more than two ski runs will be created in the delineated wildlife management area portion of this ski pod. In addition, Run 121 nearest the center of the drainage (north end of ski pod) will be a gladed rather than conventionally cleared run. In order to preserve hiding cover for calves, no ground disturbance or removal of the shrub layer will be permitted in this area. Large tree islands containing suitably dense forest and shrub cover to hide calves will be maintained following lift development. Native herbaceous ground cover will be maintained in the cleared run.

While habitat conversion due to ski run development could reduce the extent of suitable calving habitat in Centennial Draw, as long as hiding cover is preserved elk should still use the site. A more important consideration during the calving period is human (and domestic dog) intrusion and disturbance. Elk calving can begin as early as April and extend into July. This area will therefore be closed to recreationists and their pets from the time of snowmelt through the end of the calving season each year. Given that this is an important recreation area that is crossed by a number of popular trails, it will be opened as soon as possible after a qualified wildlife biologist has confirmed that elk are no longer calving in the area. It is anticipated that, on average, these trails will be suitable for opening by the July 4 holiday. The above measures will help to ensure that the area retains at least some suitable habitat for calving elk and forest-interior bird species.

4.3.3 Potential Wildlife Movement Corridors

It is imperative that existing wildlife movement corridors continue to function in this capacity. Accordingly, habitat modifications should be minimized, fencing prohibited, and recreationists should be directed away from these areas in the spring and fall migration periods. It is critical that game trails remain intact as wildlife movement corridors and recreationists utilize only established back-country trails designed specifically for their use. Adherence to the established trail system will be encouraged through education, signs, and enforcement.

4.4 Management of Wildlife in Development Pods

Initial Loss of Habitat

The initial loss of habitat associated with clearing, grading, and construction within the development pods has the potential to impact sensitive wildlife species that currently utilize these areas (e.g., flammulated owl in Pod A). In order to minimize such impacts, the clearing of construction sites will be conducted in the fall, winter, and early spring, outside of the wildlife breeding/nesting season. When it is not feasible to clear vegetation during this period, pre-clearing surveys will be conducted by a qualified wildlife biologist to ensure that there are no sensitive species within a given project site. If sensitive species are present, appropriate measures, such as maintaining nest trees and a suitable buffer around them, will be taken to avoid impacts.

Urban Wildlife Considerations

Some species of animals have adapted to urban environments. Typical examples of this are the house sparrow, pigeon, American robin, European starling, black-capped chickadee, Steller's jay, raccoon, mule deer, and coyote. Some of these animals are popular and desirable while others are not. Regardless of general popularity, all of these animals will eventually become part of the overall wildlife picture at Flagstaff Mountain Resort.

Backyard feeders can bring tremendous benefits to local bird populations if regularly cleaned and stocked. However, this responsibility should not be taken lightly. Unsanitary conditions may promote bacterial growth, which can lead to death in several species of common backyard birds. Another consideration is regular stocking of the feeder. Wild birds become dependent upon backyard feeders during winter and once a feeding station is established, it must continue to supply the necessary feed or the birds may die of starvation. Coyotes and raccoons are both omnivorous and will be found near garbage. In the wild, both species tend to avoid human contact but may become bold in urban settings if food is made consistently available (see Nuisance Wildlife Control above).

Mule deer and elk may graze in backyards and feed on ornamental plantings, often to the frustration of the landowner. However, these animals are generally popular as viewing species and most people are excited to have them near their homes. In fact, some people will be so excited about seeing these large animals that they will deliberately entice them with food. This is an unacceptable practice and will not be allowed on the property. Just as with birdfeeders, deer and elk may become dependent on an artificial food source that is likely to disappear arbitrarily and/or impact the health of dependent animals.

5.0 RELATED PLANNING DOCUMENTS

5.1 Flagstaff Mountain Resort Open Space Management Plan

The Open Space Management Plan identifies two general types of open space designations within the Plan Area: Recreational Open Space (ROS) and Protected Open Space (POS). ROS is further divided into Developed and Undeveloped Recreational Open Space (DROS and UROS, respectively). POS also include historic sites susceptible to damage and/or posing safety hazards to unsuspecting individuals. The Open Space Plan overlaps the Wildlife Management plan in its designation of the Lady Morgan sub-watershed as Sensitive Land and its designation of Centennial Draw as a special wildlife management area within DROS (Future Ski Pod Z).

5.2 Flagstaff Mountain Resort Trails Master Plan

The Trails Master Plan identifies existing and proposed hiking, biking, and equestrian trails within the Plan Area. It outlines trail management and use considerations and restrictions. The Trails Plan interfaces with this Wildlife Management Plan where trails pass adjacent to or through the Lady Morgan and Centennial Draw Sensitive Wildlife Areas.

APPENDIX A

Wildlife Species/Sign Observed Within The Flagstaff Mountain Plan Area (Bio-Resources 1993, SWCA 1999 & 2000)

Appendix A

Wildlife Species/Sign Observed Within The Flagstaff Mountain Plan Area (Bio-Resources 1993, SWCA 1999 & 2000)			
Scientific Name	**Common Name**	**Habitat Associations***	**Relative Abundance****
Mammals			
Alces alces	Moose	C, CA, A, W	C
Canis latrans	Coyote	E	U
Cervus elaphus	Elk	CA, MSO, W	C
Erethizon dorsatum	Porcupine	C, CA	C
Eutamius minimus	Least chipmunk	C, CA, MSO	C
Lepus americanus	Snowshoe hare	C, CA, MSO	U
Lynx rufus	Bobcat	CA	R
Marmota flaviventris	Yellow-bellied marmot	RT	U
Microtus spp.	Vole	C, CA, A, MSO, H, W	R
Neotoma cinerea	Bushytail woodrat	RT	U
Odocoileus hemionus	Mule deer	E	A
Procyon lotor	Racoon	W	U
Spermophilus armatus	Uinta ground squirrel	MSO	C
Tamiasciurus hudsonicus	Red squirrel or chickaree	C, CA	A
Ursus americanus	Black bear	MSO	R
Birds			
Accipiter cooperii	Cooper's hawk	E	U
Bonasa umbellus	Ruffed grouse	CA	R
Buteo jamaicensis	Red-tailed hawk	E	C
Carduelis pinus	Pine siskin	C, CA, A, MSO	C

Wildlife Species/Sign Observed Within The Flagstaff Mountain Plan Area (Bio-Resources 1993, SWCA 1999 & 2000)			
Scientific Name	**Common Name**	**Habitat Associations***	**Relative Abundance****
Carpodacus cassinii	Cassin's finch	MSO	U
Catharus guttatus	Hermit thrush	C, CA, A	A
Colaptes auratus	Northern flicker	C, CA, A, MSO	A
Contopus sordidulus	Western wood peewee	CA, A	C
Contopus borealis	Olive-sided flycatcher	C, CA	U
Cyanocitta stelleri	Steller's jay	C, CA, MSO	C
Dendroica coronata	Yellow-rumped warbler	CA, A, MSO	C
Empidonax oberholseri	Dusky flycatcher	A	U
Euphagus cyanocephalus	Brewer's blackbird	MSO	R
Junco hyemalis	Dark-eyed junco	C, CA, A, MSO, W	A
Melospiza melodia	Song sparrow	W	R
Myadestes townsendi	Townsend's solitaire	A	R
Nucifraga columbiana	Clark's nutcracker	CA	R
Oporornis tolmiei	MacGillivray's warbler	CA, A, MSO	C
Parus atricapillus	Black-capped chickadee	A, MSO	U
Parus gambeli	Mountain chickadee	C, CA, A	A
Passerina amoena	Lazuli bunting	W	R
Pheucticus melanocephalus	Black-headed grosbeak	C, CA, A	C
Pica pica	Black-billed magpie	RT	C
Pipilo chlorurus	Green-tailed towhee	CA, A, MSO	C
Piranga ludoviciana	Western tanager	A, MSO	U

Wildlife Species/Sign Observed Within The Flagstaff Mountain Plan Area (Bio-Resources 1993, SWCA 1999 & 2000)			
Scientific Name	**Common Name**	**Habitat Associations***	**Relative Abundance****
Selasphorus platycercus	Broad-tailed hummingbird	CA, A, MSO, H	C
Sitta canadensis	Red-breasted nuthatch	C, CA, A	A
Spizella passerina	Chipping sparrow	C, CA, A, MSO, W	A
Spizella breweri	Brewer's sparrow	MSO	C
Tachycineta thalassina	Violet-green swallow	CA, A, MSO	U
Tachycineta bicolor	Tree swallow	CA	R
Troglodytes aedon	House wren	A, MSO	U
Carduelis tristis	American goldfinch	MSO	C
Cathartes aura	Turkey vulture	E	U
Certhia americana	Brown creeper	C	C
Dendroica townsendi	Townsend's warbler	C	R
Picoides villosus	Hairy woodpecker	C, CA, A	U
Pinicola enucleator	Pine grosbeak	C	U
Regulus satrapa	Golden-crowned kinglet	C	U
Falco mexicanus	Prairie falcon	MSO	R
Actitus macularia	Spotted sandpiper	W	R
Sphyrapicus nuchalis	Red-naped sapsucker	CA, A	U
Sialia currucoides	Mountain bluebird	MSO	U
Vermivora celata	Orange-crowned warbler	CA, A, MSO	C
Molothrus ater	Brown-headed cowbird	MSO	U
Loxia curvirostra	Red crossbill	CA	A
Cocothraustes	Evening grosbeak	C, CA	U

Wildlife Species/Sign Observed Within The Flagstaff Mountain Plan Area (Bio-Resources 1993, SWCA 1999 & 2000)			
Scientific Name	**Common Name**	**Habitat Associations***	**Relative Abundance****
Turdus migratorius	American robin	E	A
Vireo gilvus	Warbling vireo	CA, A	A
**Key to habitat types: C = conifer; CA = conifer/aspen; A = aspen, aspen/tall forb; MSO = mountain shrub, mountain shrub/oak; H = herbaceous; W = willow/tall forb, wetland pond/wet meadow; RT = rock/talus; and E = every habitat type.* ***Relative Abundance: A = abundant, C = common; U = uncommon; and R = rare.*			

APPENDIX B

Figures

Figure 1. Location of Flagstaff Mountain Resort Plan Area, Summit County, Utah
Figure 2. Wildlife Habitats
Figure 3. Sensitive Wildlife Areas

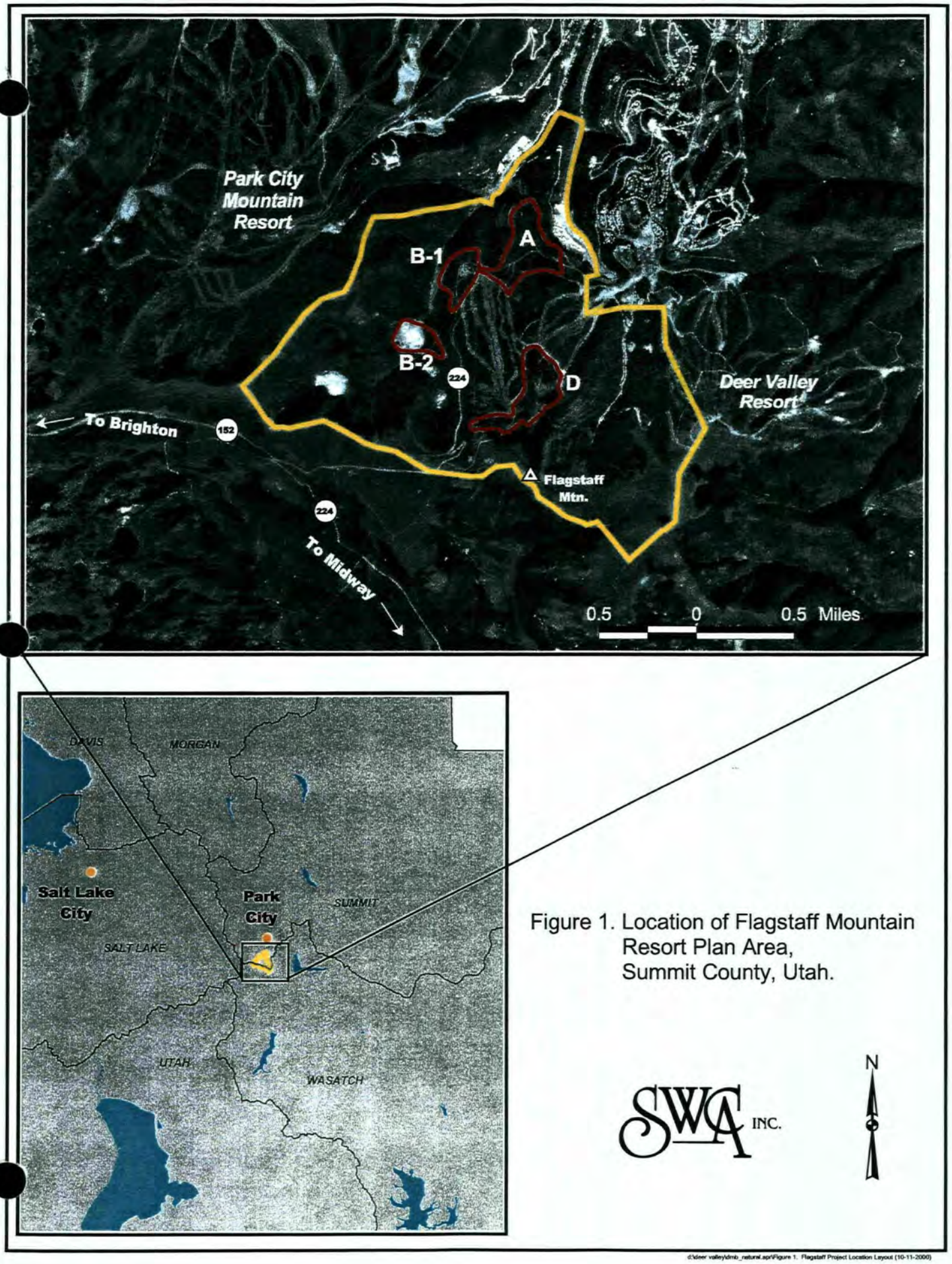


Figure 1. Location of Flagstaff Mountain Resort Plan Area, Summit County, Utah.

d:\deer valley\dmb_natural.apr\Figure 1. Flagstaff Project Location Layout (10-11-2000)

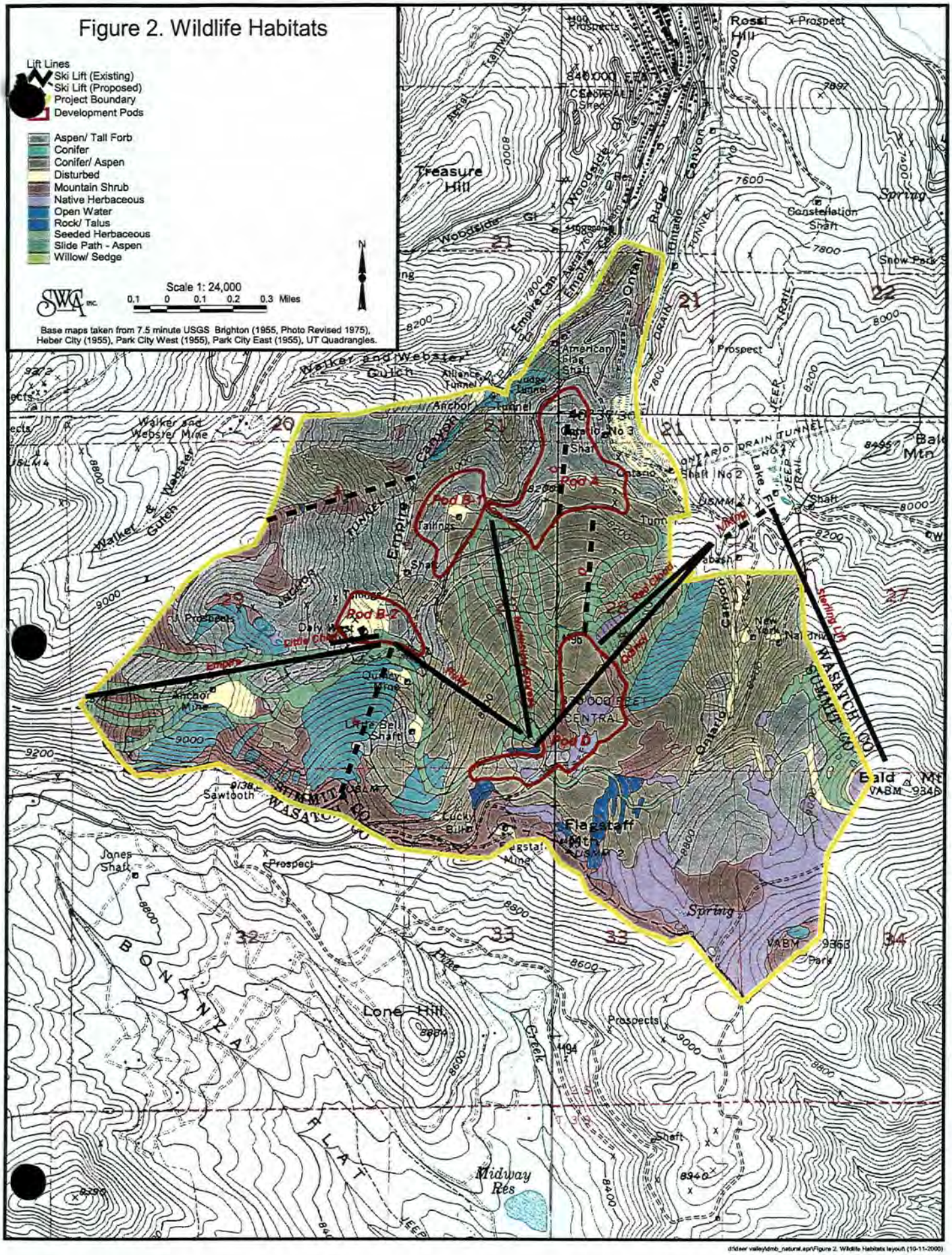


Figure 2. Wildlife Habitats
Lift Lines
Ski Lift (Existing)
Ski Lift (Proposed)
Project Boundary
Development Pods
Aspen/ Tall Forb
Conifer
Conifer/ Aspen
Disturbed
Mountain Shrub
Native Herbaceous
Open Water
Rock/ Talus
Seeded Herbaceous
Slide Path - Aspen
Willow/ Sedge
Scale 1: 24,000
0.1 0 0.1 0.2 0.3 Miles
N
SWCA Inc.
Base maps taken from 7.5 minute USGS Brighton (1955, Photo Revised 1975), Heber City (1955), Park City West (1955), Park City East (1955), UT Quadrangles.
Pod A
Pod B-1
Pod B-2
Pod B
Pod C
Treasure Hill
Rossi Hill
Flagstaff Mtn
Lone Hill
Bald Mt
Sawtooth
Empire Canyon
Walker & Webster Gulch
Woodside Gulch
Ontario Drain Tunnel
Midway Res
Bonanza Flat
Wasatch 100
Sterling Lift
Daly Canyon
Prospect
Spring
Shaft
Tailings
Mine
Tunnel
Creek
Ridge
Trail
Jeep
Park
Prospects

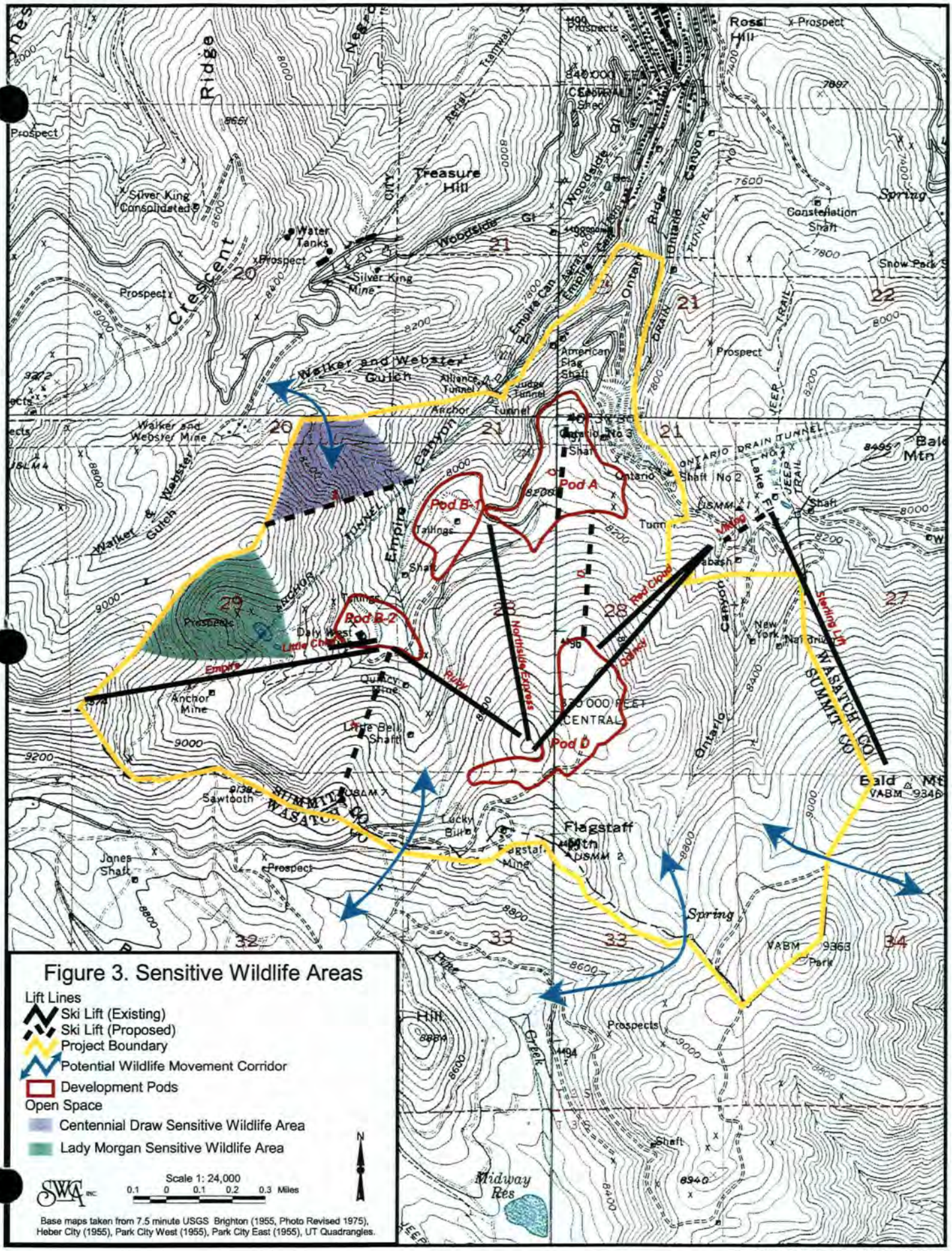


Figure 3. Sensitive Wildlife Areas

d:\deer valley\dmb_natural.apr\Figure 3. Flagstaff Wildlife layout (10-11-2000)

00994227 B: 2237 P: 1522
Page 1 of 11
Mary Ann Trussell, Summit County Utah Recorder
04/29/2014 02:24:00 PM Fee $34.00
By COALITION TITLE AGENCY, INC.
Electronically Recorded

WHEN RECORDED, RETURN TO:
Summit Land Conservancy
P.O. Box 1775
1650 Park Avenue, Suite 202
Park City, Utah 84060

AMENDMENT TO

GRANT OF CONSERVATION EASEMENT (SKI AREA)

THIS AMENDMENT TO GRANT OF CONSERVATION EASEMENT ("Amendment") is made this 29 day of January, 2014, by and between Deer Valley Resort Company ("Owner"), and Park City Municipal Corporation ("City") and Summit Land Conservancy, a Utah nonprofit corporation, formerly known as Conserving Our Open Lands ("Conservancy"). (Owner, City and the Conservancy are referred to individually as a "Party" and collectively as the "Parties")

WHEREAS, the Parties together with UNITED PARK CITY MINES COMPANY ("United Park City Mines") entered into a GRANT OF CONSERVATION EASEMENT (SKI AREA) with an effective date of December 19, 2002, recorded with the office of the Summit County Recorder on January 7, 2003, Book 1502, Page 732, as Instrument #643790 ("Conservation Easement") for the property described in Exhibit A attached hereto (Conservation Easement Property); and

WHEREAS, on or about February 7, 2003, United Park City Mines Company quitclaimed the Conservation Easement Property and other lands located in the Deer Valley Resort ski area to Owner with a Quitclaim Deed recorded with the office of the Summit County Recorder on July 18, 2003, Book 1552, Page 1848, as Instrument # 665946 ("Quitclaim"); and

WHEREAS, on or about December 18, 2008, Mary Bransford Leader, Carolyn Bransford MacDonald, The Trust of Carolyn Bransford MacDonald and Anne L. Bransford ("Bransford Parties"), filed a Second Amended Complaint with the Third District Court of Summit County against Owner, United Park City Mines, City and Conservancy (Defendants) pertaining to three properties located within the Deer Valley ski area; and

WHEREAS, one of the properties subject to the Bransford Parties' law suit is part of the Conservation Easement Property and is described as the Dutchman Lode Mining Claim Lot No. 3008, and further described in Exhibit B attached hereto ("Dutchman Parcel"); and

WHEREAS, the Bransford Parties' claims included the claim that the Defendants did not have the authority to enter into the Conservation Easement for the Dutchman Parcel; and

WHEREAS, on October 2, 2009, Judge Lubeck of the Third District Court executed an order stating that the terms, conditions, promises and restrictions in the Conservation Easement do not apply to or bind the Bransford Parties undivided interest or ability to use the Dutchman Parcel; and

WHEREAS, on May 3, 2012, the Bransford Parties filed with the Third District Court a "Verified Notice, Re; Non-Applicability of Terms in Quitclaim Deed and Conservation

THIS IS AN ACCOMMODATION RECORDING ONLY

WHEREAS, on May 3, 2012, the Bransford Parties filed with the Third District Court a "Verified Notice, Re; Non-Applicability of Terms in Quitclaim Deed and Conservation Easement", which was amended and corrected on May 7, 2012, and recorded with the office of the Summit County Recorder on May 18, 2012, Book 2128, Page 1608, Instrument #945570; and

WHEREAS, on or about July 30, 2013, the Bransford Parties together with the Mary Bransford Leader Family Trust quitclaimed the Dutchman Parcel to Owner in a deed recorded with the Office of the Summit County Recorder on August 30, 2013, Book 2204, Page 1543, Instrument #978193; and

WHEREAS, Owner has right, title and interest to the Dutchman Parcel and wishes to restore the Dutchman Parcel to the Conservation Easement Property.

NOW THEREFORE, in consideration of the recitals set forth above, the parties hereby agree:

1. To restore the Dutchman Parcel to the Conservation Easement, such that the property encumbered is described in the legal description attached hereto as Exhibit A, and identical to the property subject to the Conservation Easement as of the effective date of the Conservation Easement.

2. The Conservation Easement shall remain unchanged and Owner, City and Conservancy acknowledge and agree that the Easement, as amended by this amendment, is hereby reaffirmed, ratified and confirmed in its entirety and is in full force and effect

3. This Amendment may be executed in any number of counterpart copies, each of which counterpart copy shall be deemed an original for all purposes.

OWNER, CITY and CONSERVANCY have executed this Amendment to Conservation Easement as of the Effective Date.

(Signature pages to follow)

OWNER:
Deer Valley Resort Company

By:_____
Robert W. Wells, Vice President

CITY:
Park City Municipal Corporation

By:_____
Jack Thomas, Mayor

CONSERVANCY:
Summit Land Conservancy, a Utah nonprofit corporation

By:_____
Lawrence Stevens, Board Chair

OWNER:
Deer Valley Resort Company

By:_____
Robert W. Wells, Vice President

CITY:
Park City Municipal Corporation

By:_____
Jack Thomas, Mayor

CONSERVANCY:
Summit Land Conservancy, a Utah
nonprofit corporation

By:_____
Lawrence Stevens, Board Chair

STATE OF UTAH)
: ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 29 day of January, 2014, by Robert W. Wells, Vice President of Deer Valley Resort Company.

Julie Kalar
NOTARY PUBLIC
Residing at: Summit Co

My Commission Expires:
Feb 18, 2015

Notary Public
JULIE KALAR
Commission #605182
My Commission Expires
February 18, 2015
State of Utah

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of _____, 2014, by Jack Thomas, the Mayor of Park City Municipal Corporation.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:
_____

STATE OF Utah)
: ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 18th day of February, 2014, by Lawrence Stevens, the Board Chair of Summit Land Conservancy, a Utah nonprofit corporation.

NOTARY PUBLIC
Residing at: Wasatch county

My Commission Expires:
Aug 25, 2015

JOSE MELENDEZ
Notary Public
State of Utah
Comm. No. 611975
My Comm. Expires Aug 25, 2015

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of _____, 2014, by Robert W. Wells, Vice President of Deer Valley Resort Company.

_____
NOTARY PUBLIC
Residing at: _____

My Commission Expires:
_____

STATE OF Utah)
: ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 23 day of January 2014, by Jack Thomas, the Mayor of Park City Municipal Corporation.

Marci Heil
NOTARY PUBLIC
Residing at: 5564 So. 150 W. Ogden, UT 84405

My Commission Expires:
October 17, 2017

Notary Public
MARCI SUE HEIL
Commission #671197
My Commission Expires
October 17, 2017
State of Utah

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of _____, 2014, by Lawrence Stevens, the Board Chair of Summit Land Conservancy, a Utah nonprofit corporation.

_____
NOTARY PUBLIC
Residing at: _____

My Commission Expires:
_____

EXHIBIT A
TO
AMENDMENT

CONSERVATION EASEMENT
SUNNYSIDE MINING CLAIM PARCEL

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

More particularly described as:
The SUNNYSIDE MINING CLAIM, Mineral Survey No. 5931, Uintah Mining District, Summit County Utah.

AND ALSO

CONSERVATION EASEMENT
12-14-2002
WEST PARCEL

A parcel of land located in the southeast quarter of Section 20, the southwest quarter of Section 21, the west half of Section 28, Section 29, and the northeast quarter of Section 32, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is South 00°30'49" East 1342.05 feet along Section Line and East 147.24 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 35°43'21" East 536.94 feet; thence South 20°26'14" West 899.92 feet; thence North 67°40'20" West 360.46 feet; thence North 80°25'18" West 202.84 feet; thence North 67°31'45" West 135.42 feet; thence North 73°07'50" West 100.33 feet; thence North 87°06'36" West 106.94 feet; thence South 61°42'34" West 79.63 feet; thence South 27°43'54" West 484.46 feet; thence South 10°53'24" West 85.65 feet; thence South 21°48'36" East 87.11 feet; thence South 40°53'24" East 169.75 feet; thence South 58°21'35" East 92.50 feet; thence South 84°46'19" East 334.15 feet; thence North 82°18'26" East 161.11 feet; thence North 34°31'29" East 155.16 feet; thence South 10°07'39" East 88.12 feet; thence South 55°07'39" East 129.63 feet; thence North 79°52'21" East 94.35 feet; thence South 35°40'02" East 47.30 feet; thence South 61°52'36" East 311.67 feet; thence South 47°13'14" East 268.07 feet; thence South 02°06'34" East 136.35 feet; thence South 07°54'15" West 981.02 feet; thence South 78°26'39" West 434.39 feet; thence

South 50°24'02" West 516.40 feet; thence South 06°30'52" East 1015.13 feet to a point on the Wasatch – Summit County Line and on the boundary line of the Flagstaff Mountain Resort Annexation Plat, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; thence along the Annexation Plat boundary the following twenty-eight (28) courses and the Wasatch – Summit County Line the following ten (10) courses: 1) North 59°43'30" West 677.04 feet to County Line Point 2338; thence 2) South 79°07'30" West 494.73 feet to County Line Point 80; thence 3) North 70°28'30" West 339.90 feet to County Line Point 81; thence 4) North 60°14'30" West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence 5) North 64°07'00" West 727.60 feet to County Line Point 83; thence 6) South 77°44'00" West 966.80 feet to County Line Point 85; thence 7) 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 8) South 85°36'00" West 219.10 feet to County Line Point 86; thence 9) North 46°44'00" West 384.70 feet to County Line Point 87; thence 10) North 34°37'00" West 1,077.30 feet more or less to County Line Point 2343 and to a point on the demarcation line between the Park City Ski Area and the Deer Valley Resort; thence along said demarcation 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 698.02 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°14'00" 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 (North 39°21'57" East 945.50 feet actual) 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 six (6) courses: 1) North 64°44'13" East 136.79 feet; thence 2) North 67°45'58" East 149.28 feet; thence 3) North 81°11'10" East 122.88 feet; thence 4) North 77°19'44" East 85.84 feet; thence 5) North 77°48'30" East 79.25 feet; thence 6) North 86°11'16" East 94.42 feet; thence South 32°52'26" East 223.47 feet; thence South 69°09'13" East 102.23 feet; thence North 67°07'06" East 155.24 feet; thence North 04°25'53" East 132.87 feet; thence North 40°33'53" East 119.12 feet; thence North 76°50'53" East 73.80 feet; thence North 58°12'04" East 367.31 feet; thence South 60°36'00" East 292.85 feet; thence South 37°37'22" East 197.63 feet; thence South 56°34'49" West 512.21 feet; thence South 16°53'53" East 594.40 feet; thence South 25°28'58" West 970.31 feet; thence North 81°04'17" West 419.72 feet; thence North 02°53'37" West 404.59 feet; thence North 86°31'59" West 351.13 feet; thence South 59°54'31" West 564.66 feet; thence South 25°58'38" West 776.89 feet to the Point of Beginning.

Description contains 542.171 acres.

PCA-5-96-C

AND ALSO

CONSERVATION EASEMENT
12-14-2002
EAST PARCEL

A parcel of land located in the west half of Section 27, Section 28 and the northwest quarter of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is South 00°30'49" East 1865.30 feet along Section Line and East 814.96 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 31°55'31" East 246.23 feet; thence North 33°36'22" East 308.16 feet; thence North 28°16'22" East 321.39 feet; thence North 60°08'37" East 68.26 feet; thence North 85°27'32" East 49.33 feet; thence South 74°14'12" East 43.58 feet; thence South 61°44'30" East 207.31 feet; thence South 62°38'22" East 303.63 feet; thence South 55°40'50" East 182.09 feet; thence South 33°05'03" East 81.61 feet; thence South 14°58'12" East 170.16 feet; thence South 49°44'57" East 35.95 feet; thence North 29°47'06" East 252.30 feet; thence North 38°56'14" East 284.34 feet; thence North 37°01'40" East 177.45 feet; thence North 80°22'11" East 289.77 feet; thence North 75°02'27" East 190.91 feet; thence South 86°52'45" East 196.66 feet; thence South 77°28'34" East 189.26 feet; thence South 59°24'44" East 215.66 feet; thence South 61°24'54" East 194.69 feet; thence South 74°17'18" East 288.14 feet; thence South 40°13'59" East 173.65 feet; thence South 66°23'15" East 126.43 feet to a point on the boundary line of the Flagstaff Mountain Resort Annexation Plat, according to the official plat thereof on file and of record in the office of the recorder, Summit County Utah, thence along the Annexation Plat boundary the following seven (7) courses: 1) South 655.47 feet; thence 2) North 69°00'00" East 360.00 Feet; thence 3) South 29°20'00" West 117.60 feet; thence 4) North 78°10'00" East 714.30 feet; thence 5) East 1106.71 feet more or less to a point on the Wasatch-Summit County line; thence along the Wasatch – Summit County line the following two (2) courses: 1) South 04°15'00" East 1,028.07 feet; thence 2) South 25°30'30" East 1373.05 feet; thence South 79°17'00" West 74.23 feet more or less to Corner Number 3 of the Period No.2 Mining Claim, Mineral Survey No.6567, located in the Uintah Mining District; thence along the northerly side line of the Period No.2 Mining Claim South 79°17'00" West 1478.20 feet more or less; thence along the northerly side line of the Period No.1 Mining Claim, Mineral Survey No.6567, located in the Uintah Mining District South 79°51'00" West 1499.60 feet more or less; thence along the westerly end line of the R.P.H. Mining Claim, Lot 560, located in the Uintah Mining District North 10°30'00" West 48.77 feet more or less to a point on the southerly side line of the Sunset Mining Claim, Lot 705, located in the Uintah Mining District; thence along the southerly side line of the Sunset Mining Claim South 39°46'00" West 467.26 feet more or less; thence along the westerly end line of the Sunset Mining Claim North 49°15'00" West 425.61 feet more or less;

thence along the northerly side line of the Sunset Mining Claim North 47°05'27" East 433.08 feet more or less; thence along the easterly end line of the Harwood Mining Claim, Lot 450, located in the Uintah Mining District North 42°54'33" West 200.00 feet more or less; thence North 08°04'55" West 292.97 feet; thence North 28°26'50" East 328.73 feet; thence North 50°02'36" West 215.78 feet; thence North 25°32'19" West 210.51 feet; thence North 37°04'49" West 64.38 feet; thence North 53°11'52" West 301.16 feet; thence North 34°57'27" West 259.63 feet; thence North 67°09'50" West 93.65 feet; thence South 83°45'19" West 150.83 feet; thence South 61°14'42" West 124.74 feet; thence South 43°40'11" West 113.75 feet; thence South 02°39'14" East 518.83 feet; thence South 02°31'44" East 549.12 feet; thence South 33°54'42" West 222.11 feet; thence South 40°06'56" West 338.44 feet; thence South 10°48'54" West 245.43 feet; thence South 88°33'34" West 636.00 feet; thence South 43°19'22" West 103.91 feet; thence South 58°22'25" West 126.67 feet; thence South 71°26'21" West 57.91 feet; thence North 83°22'14" West 72.43 feet; thence South 53°02'42" West 230.82 feet; thence South 33°12'17" West 198.33 feet; thence South 59°22'40" West 315.07 feet to a point on a 1475.00 foot radius curve to the right; thence northerly along the arc of said curve 35.65 feet (chord bears North 06°22'46" East 35.65 feet); thence North 07°04'19" East 47.66 feet to a point on a 425.00 foot radius curve to the right of which the radius point bears South 82°55'41" East; thence northerly along the arc of said curve 149.21 feet through a central angle of 20°06'54"; thence North 27°11'13" East 61.73 feet to a point on a 585.00 foot radius curve to the left of which the radius point bears North 62°48'47" West; thence northerly along the arc of said curve 351.03 feet through a central angle of 34°22'50"; thence North 07°11'37" West 305.69 feet to a point on a 975.00 foot radius curve to the right of which the radius point bears North 82°48'23" East; thence northerly along the arc of said curve 86.38 feet through a central angle of 05°04'35"; thence North 02°07'02" West 377.85 feet to a point on a 475.00 foot radius curve to the right of which the radius point bears North 87°52'58" East; thence northerly along the arc of said curve 174.99 feet through a central angle of 21°06'28"; thence North 18°59'26" East 16.18 feet to a point on a 525.00 foot radius curve to the left of which the radius point bears North 71°00'34" West; thence northerly along the arc of said curve 121.66 feet through a central angle of 13°16'39"; thence North 05°42'47" East 140.71 feet to a point on a 375.00 foot radius curve to the left of which the radius point bears North 84°17'13" West; thence northerly along the arc of said curve 49.51 feet through a central angle of 07°33'54"; thence North 10°37'50" East 290.14 feet; thence North 13°15'16" East 300.66 feet; thence North 08°13'38" West 474.19 feet; thence North 18°16'11" West 386.11 feet; thence North 00°31'06" East 408.27 feet to the Point of Beginning.

EXCEPTING THEREFROM THE FOLLOWING MINING CLAIMS:

Mining Claims located in the Uintah Mining District
Alida MS 583, Ella MS 582, Evergreen MS 591, Gouge Game MS 494, Helen MS 571, Kid MS 584, Viola MS 273, Sag MS 447, Naildriver MS 161

Mining Claims located in the Blue Ledge Mining District
Bald Eagle MS 138, Custer MS 106, Oneida MS 109, Payroll MS 3020

Description contains 340.8 acres more or less.

PCA-5-9E-C

EXHIBIT B
TO
AMENDMENT

The Dutchman Lode, Mineral Survey No. 3008 patented mining claim in the Uintah Mining District, located in Section 29, Township 2 South, Range 4 East, Salt Lake Baseline and Meridian,Park City, Summit County, Utah, and being more particularly described as follows:

Beginning at a point which is N 32°18'38" W 2342.56 feet from the One-Quarter Corner common to Sections 29 and 32 of said Township and Range, thence S 56°00'00" W 1013.00 feet, thence N 32°00'00" W 189.80 feet, thence N 44°32'00" E 1041.00 feet, thence S 32°00'02" E 396.88 feet to the point of beginning.

The above is the property presently described in Summit County, Utah Tax Serial Numbers PCA-30-B and PCA-30-B-1.

ENTRY NO. 01207561
08/01/2023 04:22:21 PM B: 2788 P: 1857
Easements PAGE 1/41
RHONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 40.00 BY UTAH OPEN LANDS CONSERVATION ASSOC INC

DEED OF CONSERVATION EASEMENT AGREEMENT

(FORTY-FIFTH STAR CONSERVATION PRESERVE)

by

BLX LEASE 2 LLC

and

THE UTAH OPEN LANDS CONSERVATION ASSOCIATION, INC.

Date: August 1, 2023

TABLE OF CONTENTS

1. Purposes 5
2. Forty-Fifth Star Adaptive Management and Stewardship Plan, and Trail Maps 5
3. Grantee's Affirmative Rights 5
4. Grantor's Reserved Use Rights 6
5. Prohibited Uses and Practices 13
6. Advance Notification of Use or Practice Requiring Grantee's Approval 15
7. Remedies 16
8. Costs and Liabilities 17
9. Taxes 17
10. Hold Harmless 17
11. Extinguishment 17
12. Limited Power of Amendment 18
14. Interaction with State Law 18
15. No Merger 19
16. Grantee's Status as Eligible Donee 19
17. Inspection and Enforcement 19
18. Restrictions on Grantee's Assignment of Conservation Easement 20
19. Grantor's Subsequent Transfers 20
20. Estoppel Certificates 20
21. Baseline Report 20
22. Grantee's Obligation to Maintain Enforceability 21
23. Successors in Interest 21
24. Grantee's Acceptance of Grant 21
25. Notices 21
26. General Provisions 22

WHEN RECORDED, MAIL TO:
Utah Open Lands Conservation Association, Inc.
1488 South Main Street
Salt Lake City, Utah 84115
Attn: Executive Director

Parcel Serial Numbers: *See Exhibit A attached hereto*

DEED OF CONSERVATION EASEMENT AGREEMENT

(FORTY-FIFTH STAR CONSERVATION PRESERVE)

THIS DEED OF CONSERVATION EASEMENT AGREEMENT (this "Easement Agreement") is made and given this 1st day of August, 2023 (the "Effective Date"), by **BLX LEASE 2 LLC,** a Delaware limited liability company ("Grantor"), whose address for purposes of this Easement Agreement is 805 Third Avenue, 7th Floor, New York, New York 10022, to **THE UTAH OPEN LANDS CONSERVATION ASSOCIATION, INC.**, a Utah nonprofit corporation ("Grantee"), whose address is 1488 South Main Street, Salt Lake City, Utah 84115. The Parties are sometimes referred to herein separately as a "Party" and collectively as the "Parties".

PREMISES:

WHEREAS, Grantor owns certain real property located in Summit and Wasatch Counties, Utah, and which is more particularly described on Exhibit A attached hereto (the "Conserved Property"); and

WHEREAS, the Conserved Property is currently approved for the development of, among other things, six hundred sixty-eight (668) equivalent residential units (the "ERUs") under the land use laws applicable to the Conserved Property; and

WHEREAS, Grantee is a publicly supported, tax-exempt nonprofit corporation qualified under Sections 501(c)(3) and 170(h)(3) of the Internal Revenue Code (the "I.R.C."), whose primary mission is to conserve and protect open space and natural areas for ecological, recreational, scientific, historic, scenic, agricultural and educational purposes; and

WHEREAS, the State of Utah has authorized the creation of land conservation easements pursuant to Utah Code Ann. § 57-18-1 *et seq*. (the "Conservation Easement Act"); and

WHEREAS, the Parties desire to avail themselves of the provisions of the Conservation Easement Act, but without intending that the perpetual enforcement of this Easement Agreement be dependent upon the continuing existence of the Conservation Easement Act; and

WHEREAS, a portion of the Conserved Property is located in a Military Recreation Facility Project area (the "MRF Project Area") within unincorporated Wasatch County, Utah adjacent to the Jordanelle Reservoir and Wasatch Mountain State Park and within a region known for its ski and recreational terrain. The MRF Project Area was created by an independent Utah state governmental authority for the purpose, *inter alia*, of creating military morale, welfare and recreation facilities and related amenities within year-round recreational areas that benefit both military personnel and the general

public. Preserving the Conserved Property within the MRF Project Area supports the state's strategic objectives and is critical to enhancing the desired recreational opportunities; and

WHEREAS, the Conserved Property provides for significant public recreational use and access as well as public educational opportunities; scenic views over various parts of the Conserved Property from numerous public lands; natural, ecological and wildlife habitat; and open space values, as more fully described in this Easement Agreement (collectively, the "Conservation Values"), which are of great importance to the Parties and provide significant and immeasurable public benefit to the citizens of the State of Utah and the United States; and

WHEREAS, portions of the Conserved Property (designated herein as the Recreation Area) are of particular importance for the Conservation Value of recreational use, including skiing and other winter and non-winter recreational uses (as described herein within the Reserved Use Rights) consistent with the Conservation Values of the Conserved Property; and

WHEREAS, natural habitat values attendant to the landscape of the Conserved Property have been identified and mapped and reflect seasonal use by wildlife in certain areas and year-round use in other areas. This Easement Agreement provides for the conservation and management of the Conserved Property in a manner that balances the Conservation Values of public recreational use and enjoyment with the Conservation Values of protecting natural habitat and wildlife use areas that are sensitive, crucial, year-round and/or seasonal on the Conserved Property; and

WHEREAS, cultural resources related to the region's precious metals and industrial metals mining history are located within areas of the Conserved Property, and the preservation of the Conserved Property enables enhanced education and understanding of the public regarding the history and nature of local mid-20th century mining in the region; and

WHEREAS, Grantor has developed and is willing to develop on the Conserved Property public trail improvements as identified herein for the regular and substantial use and enjoyment of the general public; and

WHEREAS, balancing the Conservation Values of public recreational use and access with scenic and natural habitat conservation has been considered in the holistic approach to the Conserved Property to foster appropriate public use and enjoyment in a free and accessible manner during certain times of the year with needed sensitivity for wildlife; and

WHEREAS, the purpose of this Easement Agreement is to forever protect and preserve the Conservation Values of the Conserved Property as contemplated by the Conservation Easement Act, and Grantor intends to convey the Conservation Easement (as defined herein) under the statutory provisions of the Conservation Easement Act and other applicable provisions of Utah statutory and common law, subject to the Reserved Use Rights; and

WHEREAS, the Parties agree that the Conservation Easement is to be held and enforced forever by Grantee, in accordance with the terms of this Easement Agreement, including the Reserved Use Rights, for the benefit of the public, including residents of Summit and Wasatch Counties, the State of Utah, and the United States of America; and

WHEREAS, the Conserved Property possesses significant public benefit and the purpose of this Easement is to protect in perpetuity the Conservation Values, in accordance with I.R.C. § 170(h)(4)(A) and accompanying Treasury Regulations, including as described in more detail in paragraphs A through D immediately below:

A. Protection of public recreational and educational values and public access to recreation in accordance with I.R.C. § 170(h)(4)(A)(i), through facilitating public engagement on the Conserved Property through (i) the creation of regional trail connections including, but not limited to the Dutch Hollow Trails in Wasatch County, the Wasatch Over Wasatch (WOW) trail which provides a vital connection for residents of Wasatch County and Summit County, the Dutch Trails system currently managed by Wasatch State Parks, and the 9000 foot trail connecting Wasatch County, Summit County and Salt Lake County, all of which provide regional trail access and sustainable trail connections on and through the Conserved Property affording free and open access of these trails to the general public, which access was not previously available to the general public, and (ii) the creation and preservation of additional trail accessibility increasing the ability to disperse public recreational users to alleviate trail congestion and trail conflicts that have been recognized by local and state leaders as necessary to enhance the public recreational experience while providing where appropriate the ability for the public to experience wildlife and scenic viewing, and to enjoy free and open outdoor recreational and educational opportunities in a manner that promotes a balanced and sustainable engagement with the other Conservation Values protected on the Conserved Property by this Easement Agreement;

B. Protection and preservation of habitat appropriate for several wildlife species, in accordance with I.R.C. § 170(h)(4)(A)(ii), including some species that have been identified as priorities for conservation by the State of Utah. As identified by the Utah Division of Wildlife Resources ("DWR"), the Conserved Property serves as critical spring, summer and fall habitat for nine key wildlife game species in Utah: Band-tailed Pigeon (*Patagioenas fasciata*), Mountain Lion (Puma concolor), Black Bear (*Ursus americanus*), Blue Grouse *(Dendragapus obscurus)*, Moose (*Alces Alcesi*), Mule Deer (*Odocoileus hemionus*), Rocky Mountain Elk (*Cervus canadensis nelsoni*), Ruffed Grouse (*Bonasa umbellus*), and Snowshoe Hare (*Lepus americanus*). The Conserved Property further provides important migration corridors for mule deer, Rocky Mountain elk, and moose, and as such is a vital link between critical habitat in the nearby Wasatch-Cache National Forest, the Wasatch Mountain State Park, and the Bonanza Flat Conservation Area. High priority habitat, as identified by DWR, exists on the Conserved Property in the form of wet meadows and smaller ponds, aspen and coniferous forests, and lower elevation mountain shrub natural communities;

C. Protection of scenic, aesthetic and open space, in accordance with I.R.C. § 170(h)(4)(A)(iii), through the protection and enhancement of the view shed, views of the Conserved Property's unique landscape which can be viewed from several public vantage points, including Empire Pass, Bald Mountain, Wasatch State Park, the Bonanza Flat Conservation Area, Jordanelle State Park, Heber Valley, and other surrounding open lands and protected landscapes; and

D. Protection of areas that serve to augment protected habitat, and public recreational opportunities for existing protected open space, as the Conserved Property is adjacent and in close proximity to several permanently protected open spaces, including the Sunnyside Conservation Area, Bonanza Flat Conservation Area, Empire Canyon, Wasatch Mountain State Park, Wasatch-Cache National Forest, and the Snake Creek Canyon Preserve; and

WHEREAS, the specific Conservation Values are documented in a baseline documentation report prepared by Grantee and dated as of August 1, 2023 (the "Baseline Report"), which by this reference is made a part hereof, comprised of reports, maps, photographs and other documentation that establishes the condition of the Conserved Property and its natural resources as of the Effective Date, in accordance with Treas. Reg. § 1.170A-14(g)(5)(i); and

WHEREAS, the Parties intend that: (A) the perpetual conservation easement granted by this Easement Agreement (the "Conservation Easement") will constitute a restriction granted in perpetuity on the Conserved Property's use, in accordance with I.R.C. § 170(h)(2)(C); (B) the Conservation Easement's conservation purpose will be "protected in perpetuity," in accordance with I.R.C. § 170(h)(5)(A), by permitting only those activities and uses on the Conserved Property that do not significantly impair or interfere with such conservation purpose; (C) the grant of the Conservation Easement will be "exclusively for conservation purpose," in accordance with I.R.C. § 170(h)(1)(C), by permitting only those activities and uses on the Conserved Property that do not significantly impair or interfere with such conservation purpose; and (D) notwithstanding any rule of construction to the contrary, the Conservation Easement will be construed and administered in accordance with the intent of the Parties as set forth in this paragraph; and

WHEREAS, the Parties greatly value the Conserved Property and its Conservation Values; and

WHEREAS, the portion of the Conserved Property reserved for ski runs constitutes not more than 20% of the entire Conserved Property, many of which have already been developed and are documented as pre-existing conditions in the Baseline Report. The Baseline Report has determined that the benefit to the public resulting from protection of public recreation, public access and employing best practices through management protocols established in the SAMS Plan (as defined below), together with the implementation of seasonal use restrictions to limit or eliminate impact or use on portions of the Conserved Property in the late spring and summer calving and fawning areas, and in the areas known as Dutch Hollow and Cottonwood Canyon, as well as other habitat values and general open space values, provide substantial conservation benefits that would be diminished in the absence of the preservation and protection of the Conservation Values by this Agreement; and

WHEREAS, the Conserved Property meets Grantee's criteria for acceptance of conservation easements and Grantee's Board of Directors has duly adopted a resolution approving Grantee's execution, acceptance, and recordation of this Easement Agreement; and

WHEREAS, Grantee's mission is to conserve and protect open space and natural areas for ecological, scientific, historic, public recreational, agricultural, and educational purposes; and Grantee is a charitable tax-exempt organization under I.R.C. § 501(c)(3), a qualified conservation easement holder under Utah Code Ann. § 57-18-3; and a qualified organization as defined in I.R.C. § 170(h)(3) and Treasury Regulation Section 1.170A-14(c); and

WHEREAS, Grantee has agreed to accept the Conservation Easement upon the condition and understanding that the mutual intentions of the Parties regarding the future uses of the Conserved Property and the permanent protection and preservation of the Conservation Values as expressed in this Easement Agreement shall be forever honored and defended; and

WHEREAS, the Parties desire and agree that each provision of the Conservation Easement be construed to further the protection, preservation, and enhancement of the Conservation Values;

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants, terms, conditions and restrictions contained herein, and pursuant to Utah Code §§ 57-18-1 *et seq.*, Grantor hereby voluntarily and irrevocably grants and conveys to Grantee and its successors in interest, without representation or warranty except as expressly set forth herein, a PERPETUAL CONSERVATION EASEMENT to be held and enforced for the use and benefit of the general public, including residents of Wasatch and Summit Counties, the State of Utah, and the United States of America, and Grantee hereby accepts the grant of the Conservation Easement from Grantor, exclusively for the purposes and subject to

the terms and conditions set forth in this Easement Agreement. The Conservation Easement shall forever bind Grantor, Grantee, and their successors in interest and assigns. The Conservation Easement is granted in perpetuity and any lease, mortgage lien or other encumbrances shall be subordinate to all rights and intentions of the Conservation Easement, including Grantee's right to enforce the perpetual protection and preservation of the Conservation Values. The scope of the Conservation Easement is set forth in this Easement Agreement.

1. Purposes. The purpose of the Conservation Easement is exclusively to protect and preserve in perpetuity the Conservation Values of the Conserved Property by prohibiting any use of the Conserved Property that may materially impair or interfere with the protection and preservation of the Conservation Values or injure or destroy other significant conservation interests (the "Conservation Purpose"). Accordingly, (a) Grantor's use of the Conserved Property shall be confined to the Reserved Use Rights, and (b) Grantee shall hold, administer and enforce the Conservation Easement for the benefit of the public and in accordance with the terms of this Easement Agreement. The Parties agree that the Conservation Values will not be materially adversely affected by the use of the Conserved Property as authorized in this Easement Agreement and that no significant conservation interest will be injured or destroyed by the use of the Conserved Property as contemplated herein.

2. Forty-Fifth Star Adaptive Management and Stewardship Plan. The Parties have developed and approved a Forty-Fifth Star Conservation Preserve Adaptive Management and Stewardship Plan dated August 1, 2023, prepared by Grantee (the "SAMS Plan"). The SAMS Plan provides direction on best management practices and protocol considerations for the protection of the Conservation Values, with particular consideration given to the balance of scenic and public recreation Conservation Values and the nexus of those values with wildlife management and habitat Conservation Values. The Recreation Area is an area within the Conserved Property within which Recreation Uses and Reserved Rights will occur, as such terms are defined in Section 4(a) hereof. The Recreation Uses and Reserved Use Rights in the Recreation Area have been fully evaluated in relation to the Conservation Values in the Baseline Report and it has been determined that the Recreation Uses and Reserved Use Rights in the Recreation Area are not inconsistent with the Conservation Values. Notably, enhanced public recreational use of and access to the Conserved Property in accordance with the terms specified herein, has been determined to provide substantial public benefit for regular and substantial public recreational access, one of the primary Conservation Values. As such, the SAMS Plan does not impose restrictions on the Reserved Use Rights in the Recreation Area during the Winter Season (as defined in Section 4(a) hereof). The SAMS Plan delineates management of the Conserved Property in a manner sensitive to the seasonality of habitat areas, viewshed values, and sustainable public recreational values and provides additional guidance on appropriate exercise of Reserved Use Rights such that the exercise of such Reserved Use Rights and any potential material effect on the protection of Conservation Values is minimized or avoided. This constant evaluation of existing conditions and management practices pursuant to the SAMS Plan in connection with the exercise of Reserved Use Rights outside of the Recreation Area specific to seasonal public recreational use will provide and guide best practices following established monitoring protocols to ensure that specific Conservation Values are balanced and sustainable in context of the Conservation Value of public recreation, one of the primary Conservation Values. The Parties shall review the SAMS Plan not less frequently than every five (5) years and make such changes they deem necessary for the protection of the Conservation Values and to further guide permitted uses and practices. A copy of the SAMS Plan and any updates thereto shall remain on file at the offices of the Parties.

3. Grantee's Affirmative Rights. To accomplish the Conservation Purpose, Grantee is hereby granted the following rights, which rights shall be in addition to and not in limitation of any other rights and remedies available to Grantee hereunder:

(a) the right to identify, preserve, and protect in perpetuity the Conserved Property's Conservation Values consistent with the terms of the Conservation Easement;

(b) the right to enter upon the Conserved Property at reasonable times and upon reasonable prior notice in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement Agreement, provided that Grantee shall not unreasonably interfere with Grantor's exercise of its right to engage in permitted uses and practices;

(c) the right to enter onto the Conserved Property in the case of an emergency, as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Conserved Property, if possible, or as soon thereafter as is reasonably practical;

(d) the right to erect signage at such locations on the Conserved Property, as determined mutually between the Parties, identifying Grantee as the holder of the Conservation Easement, terms of the Conservation Easement, or the Conserved Property's protected status;

(e) the right to prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Conserved Property that is inconsistent with the terms of this Easement Agreement and to require Grantor or third persons to restore any areas or features of the Conserved Property that may be damaged by an inconsistent activity or use, pursuant to Section 7 hereof;

(f) the right to enforce this Easement Agreement by appropriate legal proceedings, after providing Grantor with reasonable notice and opportunity to cure, pursuant to the provisions of Section 7 hereof, including the right to obtain any remedy at law, injunctive and other equitable relief, or other available remedy or relief against any violations, including restoration of the Conserved Property to the condition that existed prior to any such violation, as provided in Section 7 hereof.

4. Grantor's Reserved Use Rights. Grantor hereby relinquishes and waives any use right Grantor otherwise has as the record owner of the Conserved Property, except as specifically set forth in this Easement Agreement. Notwithstanding the foregoing or anything to the contrary in this Easement Agreement, Grantor shall have the right to use and engage in practices with respect to the Conserved Property that are described in this Section 4, which uses and practices the Parties agree are consistent with the Conservation Purpose of the Conservation Easement (the "Reserved Use Rights") and shall be permitted without any further approval by Grantee, except to the extent such uses and practices expressly require Grantee's approval in accordance with Section 6 as explicitly stated in this Section 4. The following uses and practices are consistent with the Conservation Values and shall not be precluded or prevented by this Easement Agreement:

(a) Recreation Uses and Recreation Area Facilities. The following Reserved Use Rights are undertaken in furtherance of specific conservation values. Use rights listed in this Section 4(a) and in Section 4(b) hereof further promote regular and substantial use by the general public of the Property.

(i) *Recreation Area and Recreation Uses.* The Conserved Property currently includes the area identified on Exhibit B hereto (the "Recreation Area") as the area on the Conserved Property that is and may hereafter be used during various seasons of the year as identified herein for recreation uses typical of mountain resorts, such as snow skiing, hiking trails, bicycle trails, the uses described on Exhibit B-1 hereto (including ziplines to the extent allowed pursuant to Exhibit B-1 and Exhibit C hereto), and other similar recreational uses found at mountain resorts (collectively, the "Recreation Uses"). Recreation Uses shall not be conducted in any area

of the Conserved Property located outside of the Recreation Area except as may be authorized pursuant to Section 6 hereof and the SAMS Plan (as defined above).

(ii) *Recreation Area Facilities.* Within the Recreation Area, Grantor has developed and intends to further develop and operate commercial all-season recreational improvements, systems, and facilities typical of a mountain resort, as identified on Exhibit C hereto ("Recreation Area Facilities"), enhancing recreational opportunities that are valuable. The location and general features of the Recreation Area Facilities within the Recreation Area are generally depicted on the map described on Exhibit C-1 hereto (the "Recreation Area Facilities Plan"). The areas within the Recreation Area Facilities Plan that are identified as ski runs, ski terrain, ski lifts/tramways, gondolas, snowmaking ponds, snowmaking facilities, utilities, and mountain access roads (the "Ski Facilities"), may be used by Grantor for the grading, installation, construction, development and operation of the Recreation Area Facilities in connection with the Recreation Uses. Any material deviation of the location of the Ski Facilities outside of the corridors identified on Exhibit C-1 hereto shall require the prior approval of Grantee pursuant to Section 6 hereof.

(A) *Non-Winter Season.* The Recreation Area Facilities Plan contemplates, among other things, free, regular and substantial use and access by the general public of non-winter trails within the Recreation Area during the period from May 1 through September 30 (the "Non-Winter Season"), including the non-winter trails in the area within the Recreation Area Facilities Plan and the Previously Disturbed Areas (defined below) in Dutch Hollow and Cottonwood Canyon depicted on Exhibit D hereto. Notwithstanding use of the Conserved Property by the public on certain trails in the Recreation Area during the Non-Winter Season, the Ski Facilities within the Recreation Area Facilities Plan shall at all times be controlled by and subject to the rules and requirements of Grantor or its lessee or operator of such Ski Facilities (including the acquisition of a ticket or other pass).

(B) *Winter Season.* The Recreation Area Facilities Plan contemplates, among other things, regular and substantial use and access by the general public of the Recreation Area during of the period from October 1 to April 30 (the "Winter Season"), with the explicit understanding that access to the ski related runs, ski lifts, ski terrain, and related Recreation Area Facilities within the Conserved Property during the Winter Season shall be controlled by and subject to the rules and requirements of Grantor or its lessee or operator of such facilities (including the acquisition of a ticket or other pass). The ability of the general public to access the Recreation Area during the Winter Season shall at all times be subject to rules and requirements of Grantor or its lessee or operator of such facilities.

(iii) *Cottonwood Canyon and Dutch Hollow.* The Baseline Report identifies Cottonwood Canyon and Dutch Hollow as areas with sensitive ecological resources and therefore, to safeguard Conservation Values and the ecological functioning including seasonal wildlife uses and avoidance of water resource encroachment and habitat fragmentation, any Recreational Uses within Cottonwood Canyon and Dutch Hollow areas shall occur only on previously disturbed areas where historic mining activities and prior human disturbance have impacted the Conserved Property as identified on Exhibit D hereto (the "**Previously Disturbed Areas**").

(b) *Trails.* As of the Effective Date, the Parties have developed trail maps for the Winter Season and the Non-Winter Season, which trail maps are attached as Exhibit E hereto as the Winter Season Maps and the Non-Winter Season Maps (collectively, the "Trail Maps").

(i) *Non-Winter Season Public Trails.* The Non-Winter Season Trail Maps provide conceptual and existing trail alignments and access routes along with regional trail connections that Grantee and Grantor have determined will provide a sustainable trail system for the Non-Winter Season on the Conserved Property, with connections to the multi-county network of public trails and trailheads for the use and benefit of the general public. The precise location of the trails shown on the Non-Winter Season Trail Maps shall be subject to minor adjustments based on terrain characteristics, (e.g., rock outcroppings, drainages, and other physical conditions). Implementation of the Non-Winter Season trail system shall be at the discretion of Grantor; however, construction of Non-Winter Season trails (including any adjustments of such trails) shall follow the procedures and protocols for such adjustments set forth in the SAMS Plan to avoid impacts to other Conservation Values. Grantor, or its designee, shall create, design, construct, maintain, reroute, and relocate Non-Winter Season public trails (including but not limited to any required bridging, boardwalks, culverts, separated road crossings, gates, or other trail related improvements identified on the Non-Winter Trail Map) in accordance with trail building and maintenance techniques for hiking and non-motorized human-powered activities approved by International Mountain Biking Association ("IMBA") or, if IMBA ceases to exist, by such other nationally recognized mountain biking association identified by the Parties and utilizing a designer selected by Grantor, to plan and construct the Non-Winter Season Trails, provided that with respect to Non-Winter Season trails: (i) trails are designated for hiking and non-motorized human-powered activities only; (ii) all backcountry trails and regional connection trails are designed for rural to primitive experiences (as set forth in the BLM Guidelines to a Quality Trail Experience, 2017) in nature; (iii) trail development shall provide a sensitive balance to other Conservation Values and avoid sensitive water resources; (iv) trails will be built to IMBA standards applicable to the types the use and user of the trail; (v) any interpretive trails that may be built shall be built to accommodate a diversity of abilities as may be defined by the accessibility standards of the Americans with Disabilities Act of 1990; and (vi) trails, once constructed, shall be promptly documented by Grantee in an addendum to the Baseline Report. While the trails mentioned above are intended to benefit the conservation wildlife and public use recreation balance on the Conserved Property, Grantor in consultation with Grantee retains the right, based on a determination that inappropriate trail use (or trail use at certain times of the year) conflicts with the protection and preservation of the Conservation Values, to close, reroute, restrict use, restore or relocate existing trails as may be necessary, provided that any proposed rerouting, restoration or relocation of a trail shall be approved by Grantee as described in the SAMS Plan. As used herein, the term "non-motorized human-powered activities" includes but is not limited to hiking and biking (all season). Trail biking or mountain biking on a bicycle with fully operational pedals and an integrated electric motor as more specifically described in the SAMS Plan may, upon consent of Grantor and/or its operator/lessee, also be considered a "non-motorized human-powered activity".

(ii) *Winter Season Trails*. The Winter Season Trail Maps provide conceptual and existing trail alignments and access routes based on work, plans and designs prepared by Snow Engineering Group (SE Group). Implementation of the Winter Season trail system shall be at the discretion of Grantor. The precise location of the trails shown on the Winter Season Trail Maps shall be subject to minor adjustments based on terrain characteristics, as determined by Grantor or its lessee.

(iii) *Material Adjustments in Trail Locations.* Material alteration of the location of a trail identified on either of the Trail Maps for the applicable season shall require approval of Grantee pursuant to the requirements of Section 6 hereof. A copy of the then current Trail Maps shall remain on file at the office of Grantee.

(c) Events, Special Uses and Related Temporary Structures. In the limited circumstances set forth in this Section 4(c), from time-to-time Grantor may temporarily engage in an event or special use, and allow one or more temporary structures associated with an event or a special use within or on the Recreation Area provided that: (i) the event or special use is limited to a specified period of time; (ii) the event or special use defines the maximum number of participants; (ii) any temporary structure is located to minimize impacts on Conservation Values; (iii) the staging, event or special use and any associated temporary structures are located, to the extent possible, in areas where adequate infrastructure already exists; (iv) such use does not materially adversely impact the Conservation Values, and (v) if such event or special use, or temporary structure(s) associated with an event or a special use is located outside of the Recreation Area Facilities, such use or temporary structure(s) is approved by Grantee pursuant to the provisions of Section 6 hereof. Grantee may further condition, qualify or otherwise circumscribe its consent under the foregoing subpart (v) in any manner, including by: (w) making the consent revocable either in Grantee's discretion or upon the occurrence or termination of specified conditions; (x) further limiting the duration of the consent, including by providing for termination of the consent upon abandonment or suspension of the activity or use; (y) limiting the time of the day or year in which the activity or use may be conducted; and (z) specifying the individuals or entities who may engage in the activity or use, including specifying professional qualifications of individuals or entities conducting the activity or use. Nothing in this Section 4(c) shall require Grantee to agree to any consent request. The provisions of this Section 4(c) are not intended for any other purpose, including, without limitation, to allow continuation of an existing or threatened violation of the Conservation Easement or for an activity or use expressly prohibited by the Conservation Easement.

(d) Animals and Husbandry.

i. Dogs. Dogs are permitted in connection with typical operations, avalanche safety, and emergency response activities within the Recreation Area during the Winter Season and have been determined to be consistent with the Conservation Purpose of the Conservation Easement and the Reserved Use Rights. In addition and not in limitation of the foregoing, dogs are permitted on designated trails within the Conserved Property, provided (i) all dog use must comply with Grantor's rules and regulations regarding dog use and must be consistent with the Conservation Purpose of the Conservation Easement and the Reserved Use Rights; and (ii) the Parties may by mutual written agreement close the Conserved Property or a non-winter trail or trails within the Conserved Property to dogs should water quality monitoring, wildlife disturbance monitoring or other monitoring protocols indicate an increase in the presence of algae or waterborne pathogens, a deterioration of water quality, or a finding that trail use or other behavior related to dog use materially impairs or damages one or more Conservation Values or the Reserved Use Rights.

ii. Problem or Diseased Animals. Grantor may use methods to control diseased and problem animals as permitted by local, state and federal laws.

iii. Hunting. Hunting of wildlife is permitted, provided that such activities are undertaken in compliance with applicable laws and regulations and only to the extent permitted by Section 5(d) hereof, and provided further that such hunting shall not be carried out for commercial purposes.

iv. Agricultural Leases. Grantor reserves the right to maintain the existing, and enter into additional, agricultural leases on the Conserved Property or portions thereof in order to provide for biological control of weeds and wildfire management, provided that such use

ensures protection of the riparian values of the Conserved Property and avoids any impairment of the natural ecosystems and their processes.

(e) Fencing and Gating. Grantor may construct new fencing, replace existing fencing and place gates for the purpose of defining Conserved Property boundaries, delineating specific uses or sensitive areas, or restricting unauthorized access across the Conserved Property, including but not limited to, fencing used in connection with the operation of the Recreation Area during the Winter Season. Except for fencing used in connection with the operation of the Recreation Area during the Winter Season, such fencing and gating shall be subject in all cases to Grantee's approval pursuant to the provisions of Section 6 hereof, and all such fencing must be sensitive to wildlife and wildlife migration and must not be considered "game proof," unless, in Grantee's sole opinion, game proof fencing is necessary for the protection of sensitive vegetation, but in no event shall game proof fencing restrict wildlife migration routes.

(f) Existing Uses and Utilities.

(1) The Conserved Property is subject to existing rights of way and utility easements of record at the time of the recording of this Conservation Easement and the Conservation Easement is and shall be subject to the rights of the holders of such rights to enter upon the Conserved Property for the construction, installation, operation, maintenance, repair, replacement and relocation of such rights of way, utility lines and related facilities within existing rights of way and utility easements and in accordance with such existing rights of way and easements, including any required restoration of any surface disturbance to the Conserved Property; and

(2) Within the Recreation Area, Grantor may construct, install, use, maintain, repair, replace and relocate water wells, water lines and facilities (including snowmaking ponds), sanitary sewer lines and facilities, storm sewer lines and facilities, natural gas lines and facilities, electric power lines and facilities, telecommunication lines and facilities, snowmaking power, air and water lines, ponds and facilities, and other utility lines and facilities, together with the right to temporarily stage construction materials and equipment as approved by governmental authorities with jurisdiction, and the right to grant easements to third parties for the foregoing uses, so long as such uses are necessary for the exercise of the Reserved Use Rights and are located within the proposed or existing disturbed areas (such as ski run corridors, utility corridors and access routes), provided that, in the case of any utility relocation or new construction outside the proposed or existing disturbed areas in the Recreation Area Facilities Plan: (A) it must be approved by Grantee pursuant to the provisions of Section 6 hereof; (B) the utility must be buried to the extent reasonably practicable; (C) any surface disturbance to the Conserved Property must be restored, to the extent reasonably practicable, to its original undisturbed state; and (D) location must be selected and installation must be conducted to minimize potential negative impacts (including soil erosion) on the Conservation Values and the Conservation Purpose.

(g) Signs. Grantor may place signs on the Conserved Property for the following purposes: (i) relating to recreational activities permitted by Section 4 hereof; (ii) stating rules and regulations; (iii) describing safety or hazardous conditions; (iv) identifying trails or interpretive sites; (v) identifying Cottonwood Canyon and Dutch Hollow, and Previously Disturbed Areas within such areas; (vi) describing the Conservation Easement's Conservation Purpose and the Conserved Property's protected status; and (vii) identifying restoration areas.

(h) Boundaries.

i. Conserved Property Inclusion. Private inholdings, land currently owned by any governmental entity within the Conserved Property's boundaries, if any, and adjacent lands may be incorporated into the Conservation Easement if such incorporation improves the overall Conservation Values and public benefit. Any land incorporated into the Conservation Easement pursuant to this paragraph must be made expressly subject to all terms and conditions of this Easement Agreement, and the condition of such land, including any improvements therewith, shall be acknowledged at the time of inclusion as consistent with the Conservation Values. Any such incorporation must be (1) documented through appropriate legal descriptions and updates to the Baseline Report at the time of incorporation and (2) promptly recorded in the official records of the Wasatch or Summit County Recorder, as applicable.

ii. Boundary Adjustment. Pursuant to Notice 2023-30, Grantor and Grantee agree that boundary line adjustments to the real property subject to the Conservation Easement may be made only pursuant to a judicial proceeding to resolve a bona fide dispute regarding a boundary line's location.

(i) Public Safety.

(1) Evacuation and Emergency Response. Grantor may provide for emergency response and evacuation routes and maintain such routes at a minimal level for those purposes in the event of an emergency. Notwithstanding other provisions of this Easement Agreement, access to and use of the Conserved Property by police, fire, medical, search and rescue, ski/bike patrol, and other emergency vehicles and personnel to comply with or execute an emergency response plan, disaster management plan, or to respond and assist in the event of an accident, natural or man-made disaster, or other emergency situation is expressly permitted.

(j) Avalanche and Safety Control. Notwithstanding other provisions of this Easement Agreement, Grantor shall have the right in its sole and absolute discretion to engage in avalanche control and mitigation and other safety control procedures on the Conserved Property, including but not limited to detonation of explosive devices, snow cat and snowmobile operations related to such control and mitigation procedures during winter conditions, and search and rescue operations. Use of motorized vehicles for such procedures and operations is expressly permitted.

(k) Historic Mining Considerations. The Parties acknowledge that a thorough Phase I Environmental Assessment and Cultural Resource Inventory of a number of mining era resources, historic mine explorations, adits and possible mine sites were identified within the Conserved Property of the type that local governmental and community leaders dedicate resources for preservation and historic educational purposes related to the cultural context and historic value of the region's mining history. Although not currently expected some additional safety precautions for the public may need to be made at these sites and are permitted as described in the SAMS Plan, such as trail avoidance, adit closures, recontouring, grating, or other safety precautions. In the event that a natural disaster, event of force majeure or activities of owners of property outside of the Conserved Property occur, Grantor or Grantee may restore and protect water quality or prevent or remedy other deleterious effects on the Conserved Property. If future regulations or studies demonstrate a need for Grantor to perform investigation, remediation, closure and/or reclamation work consistent with or required by law with respect to any portion of the Conserved Property, including but not limited to, any activity undertaken pursuant to the Utah Voluntary Cleanup Program, Utah Code Ann. §19-8-101 *et seq.*, or any Utah Pollution Discharge Elimination System (UPDES) permit or requirement, Utah Code Ann. §19-5-101 et seq., or any successor legal requirements, those activities shall be allowed after notice to and an opportunity to comment from

Grantee. In furtherance thereof, and without limiting the foregoing, Grantor shall also have the right to conduct environmental studies and characterization of the Conserved Property and, if contamination is discovered, to characterize and remediate such contamination in a manner consistent with applicable law and governmental requirements.

(l) Mountain Access Road and Emergency Access Roads. Grantor may construct, install, use, maintain, repair, replace and relocate an unpaved mountain access roads and unpaved emergency access roads in the Recreation Area but only within the corridors and areas identified on Exhibit F hereto (the "Access Map"), and as necessary for Grantor's exercise of the Reserved Use Rights.

(m) Grading Activities. Grantor may grade portions of the area within the Recreation Area Facilities Plan as needed for the development of the Recreation Area for the Reserved Uses, provided that such grading (i) is solely to prepare the area within the Recreation Area Facilities Plan for the Reserved Uses; (ii) is in conjunction with activities expressly permitted by this Easement Agreement and is subordinate to and supportive of such uses; (iii) uses methods that have a limited and localized impact on the Conserved Property and are not irremediably destructive of the Conservation Values; (iv) is accomplished in a manner consistent with the preservation and protection of the Conservation Values; and (v) disturbed areas are addressed within a reasonable time by reseeding, soil amendment or other reasonable methods consistent with the use of such areas for the Reserved Uses and the provisions of this Conservation Easement. Grading shall not occur in any area of Cottonwood Canyon or Dutch Hollow that is outside of Previously Disturbed Areas. In no event shall grading be conducted for the sale or transfer of such material for any commercial use. Extraction or removal of minerals by any surface mining method is prohibited. This provision shall be interpreted in a manner consistent with I.R.C § 170(h) and the Treasury Regulations adopted pursuant thereto.

(n) On-going Maintenance of Conserved Property.

(1) Forest Management. Grantor reserves the right to manage vegetation in forested areas on the Conserved Property, including the right to cut, or remove timber in accordance with this paragraph, for non-commercial purposes, to remove exotic or invasive species, and to restore healthy successional forest processes, by mimicking natural processes in particular related to the health of mid-successional aspen forests which are considered to be a habitat of concern by the Utah Department of Natural Resources and to implement such forest management as may be necessary to mitigate wildfire risk, control and eradication of bark beetle and similar destructive pests or parasites and to enhance overall forest health. Such forest management shall be conducted in accordance with then current Best Management Practices published by USDA in 2012 BMP's for Water Quality Management on National Forest Lands and in accordance with then-current habitat management guidelines approved by Grantee, and by using silvicultural methods or forest health practices designed to retain the natural forested character of the area. Grantee shall use reasonable diligence to respond to such a request within the forty-five (45) days after its receipt. Grantee's failure to respond to such a request within the forty-five (45) day period shall be deemed a constructive denial. Because a constructive denial is not a decision by Grantee based on the merits of Grantor's request, it is not final or binding on Grantee, and Grantor may resubmit the same or a similar request for approval.

(2) Fire Suppression. Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Conserved Property. Potential means to reduce or remove high-risk fuel loads should require removal of deadfall and slash created during the maintenance of trails. Removal methods shall limit the effect on the native biological diversity and may include, but would not be limited to, hand removal, mechanized methods, and biological methods

such as short-duration grazing, and shall employ techniques and wildfire management determinations consistent with the governing fire authority for the Conserved Property.

(3) Invasive Weed and Insect Control. Grantor may use biological invasive weed and insect controls, including but not limited to the temporary use of animals, provided such use ensures protection of the riparian values of the Conserved Property and avoids any impairment of the natural ecosystems and their processes. Grantor may use chemical controls only in those amounts and with the frequency of application constituting the minimum necessary to accomplish reasonable invasive weed and insect control, provided such use ensures protection of the riparian values of the Conserved Property and avoids any impairment of the natural ecosystems and their processes.

(4) Maintenance and Restoration of the Native Ecosystem. Grantor may use techniques and methods recognized as effective in maintaining and restoring the native biological diversity of the Conserved Property, including but not limited to invasive weed suppression, restoration of areas that have eroded, restoration of forests and other passive restoration efforts, provided in all cases that restoration is done in accordance with best-practice stewardship decisions.

(5) Water Resources. Grantor may enhance water quality and wetland features on the Conserved Property to protect the watershed and headwater value or to benefit the wildlife or carbon sequestration. Such enhancements may include the protection of the springs, wetlands and streams on the Conserved Property, maintenance and repair of water related infrastructure, and the enhancement of ecological resources, including habitat.

(o) Other Reserved Rights. Grantor reserves to Grantor and to Grantor's successors and assigns as the owner of the Conserved Property the right to engage in or permit or invite others to engage in the Reserved Use Rights, including through a lease or other arrangement with an operator or lessee. Subject to Sections 5 and 18 hereof, Grantor retains the right to sell, give, pledge, mortgage, lease, license, or otherwise convey all of the Conserved Property at any time, for any reason whatsoever, including for tax or estate planning purposes, provided, however, any such sale, gift, pledge, mortgage, encumbrance, lease, license or conveyance is subject to the terms of this Easement Agreement. The Parties acknowledge and agree that such reservation of rights to Grantor does not in any way impair the Conservation Values or defeat the Conservation Purpose of the Easement Agreement.

5. Prohibited Uses and Practices. Any activity or use of the Conserved Property that is inconsistent with the Conservation Purpose of the Conservation Easement or would likely cause material damage or permit destruction of significant conservation interests is prohibited, except that a use that is destructive of significant conservation interests will be permitted if such use is necessary for the protection of the Conservation Values that are the subject of the Conservation Easement, as provided in Treasury Regulation § 1.170A-14(e). The Parties and Baseline Report have determined that the Reserved Use Rights are consistent with and are not likely to cause material damage or destruction of significant conservation interests and are therefore permitted uses on the Conserved Property consistent with the Conservation Values and Conservation Purpose. Grantor agrees that the following uses and practices, though not an exhaustive recital of all prohibited uses and practices, are inconsistent with the Conservation Purpose of the Conservation Easement and thus prohibited:

(a) Subdivision. Division or subdivision of the Conserved Property, and any action that creates an actual or de facto subdivision of the Conserved Property, is prohibited; provided that the subdivision or combining of parcels of the Conserved Property for only the purpose of minimizing land fragmentation, facilitating effective easement stewardship, converting historic mining claim descriptions

into survey, parcel or lot descriptions, or consolidating, correcting or clarifying tax parcels for property tax assessment purposes, shall be permitted; provided that the terms of this Easement Agreement shall remain in full force and effect with regard to any such subdivided or combined parcel(s) located within the Conserved Property.

(b) Retirement, Proffers, Dedications, Transfer of Development Rights. Grantor hereby grants to Grantee all development rights held by Grantor for residential, commercial, industrial, or other uses on the Conserved Property, including the residential development ERUs under land use entitlements for the Conserved Property, that are now or hereafter allocated to, implied, reserved or inherent in the Conserved Property, and the Parties agree that subject to such reservations, such development rights are terminated and extinguished by the Conservation Easement, and may not be used or transferred to any portion of the Conserved Property as it is now or hereafter may be described, or to any other property, whether adjacent or otherwise. Proffer or dedication of the Conserved Property or any portion thereof as open space in or as part of any residential subdivision, any real estate development plan or any other type of residential, commercial or industrial development is prohibited. Proffer or dedication of the Conserved Property or any portion thereof for the purpose of fulfilling density requirements to obtain approvals for any zoning, subdivision, site plan or building permits, is prohibited. Transfer of any development rights that have been encumbered or extinguished by the Conservation Easement to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise is prohibited. Nothing in this subpart (b) shall affect the Reserved Use Rights.

(c) Construction. Structures or facilities for residential, commercial or industrial use are prohibited. Only those structures and facilities permitted pursuant to a Reserved Use Right are allowed.

(d) Wildlife Disturbance or Harassment. Disturbance or harassment of wildlife by any means (for example, by people or domestic animals) is prohibited. The taking, removal, translocation or captivation of wildlife is prohibited; provided, however, that nothing within this provision shall restrict the Parties from determining healthy carrying capacities of species on the Conserved Property, working with the Utah Division of Wildlife and employing appropriate management mechanisms, including but not limited to permitting select and limited wildlife take methods to remove problem or diseased animals.

(e) Alteration of Watercourses, Wetlands or Topography. Disturbance, alteration, excavation or impairment of any watercourse or wetland or the topography of the Conserved Property is prohibited, except as permitted in connection with the Reserved Use Rights in Section 4 hereof.

(f) Non-Native Species. Intentional introduction onto the Conserved Property of any non-native plant or animal species is prohibited, except as permitted in connection with the Reserved Use Rights in Section 4 hereof.

(g) Roads. New roads over, through or across the Conserved Property are prohibited except as depicted on Exhibit F hereto in conjunction with a Reserved Use Right in Section 4 hereof.

(h) Motorized Vehicles. Motorized vehicles are prohibited on the Conserved Property except for:

(1) emergency vehicles;

(2) vehicles within an evacuation corridor as mutually identified by the Parties;

(3) vehicles used in routine maintenance of the Conserved Property, provided the vehicles are under the direction or operation of Grantor or Grantee; and

(4) vehicles used in conjunction with a use permitted by Section 4 hereof.

(i) Agricultural Uses. Agricultural uses are prohibited on the Conserved Property except as may be consistent with fire suppression and invasive weed control activities or as otherwise permitted under Section 4 hereof.

(j) Camping; Manmade Fires. Camping is prohibited on the Conserved Property. Manmade fires are prohibited except in connection with fire suppression activities or as permitted under Section 4 hereof.

(k) Dumping. The dumping or other disposal of trash, debris, ashes, sawdust or other refuse on the Conserved Property is prohibited.

(l) Utilities. New utilities and new utility corridors are prohibited, except as permitted under Section 4 hereof.

(m) Mining and Natural Resource Development. As of the Effective Date, Grantor does not own any of the coal, oil, gas, hydrocarbons and other minerals (collectively, "Minerals") located on, under or in the Conserved Property or otherwise associated with the Conserved Property. For this reason, a minerals assessment report dated June 29, 2020 and updated in August 2022 has been completed by George W. Condrat, P.E., P.G. and Van F. King, P.G., in compliance with I.R.C. § 170(h)(5)(B)(ii) and Treas. Reg. § 1.170A-14(g)(4). The report concludes that the probability of extraction or removal of Minerals from the Conserved Property by any surface mining method is so remote as to be negligible.

(n) Sand, Gravel and Rock. Any surface or subsurface exploration, extraction or removal of sand, gravel or rock, located in or under the Conserved Property is prohibited.

(o) Signs and Billboards. Except as permitted in Section 3(d) and Section 4(h) hereof, the construction, maintenance, lease or erection of any signs or billboards on the Conserved Property is prohibited. This prohibition encompasses, without limitation, commercial and political signs and billboards.

(p) Hazardous Waste. The storage, dumping or other disposal of any toxic or hazardous material on the Conserved Property is prohibited. Use of small quantities of hazardous materials necessary to accomplish a permitted use or practice is allowed but only if such use does not (i) violate any federal, state or local environmental law, regulation or other requirement or (ii) negatively impact the Conservation Easement's Conservation Purpose. Neither this provision nor any other right encompassed by the Conservation Easement shall impose liability on Grantee, nor shall Grantee be construed as having liability as a "responsible party" under CERCLA or other similar local, state or federal statute.

6. Advance Notification of Use or Practice Requiring Grantee's Approval.

(a) Grantee Approval. For uses and practices that are expressly permitted by the terms of this Easement Agreement only with Grantee's approval, Grantor's request for approval shall be in writing, shall be consistent with the SAMS Plan and shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed use or practice in sufficient detail to permit Grantee to make an informed determination regarding approval or denial of the request. Such a request

shall be delivered to Grantee at least fifteen (15) days prior to the anticipated start date of such use or practice. Grantee shall use reasonable diligence to respond to such a request within the fifteen (15) days after its receipt. Grantee's failure to respond to such a request within the fifteen (15) day period shall be deemed a constructive denial. Because a constructive denial is not a decision by Grantee based on the merits of Grantor's request, it is not final or binding on Grantee, and Grantor may resubmit the same or a similar request for approval without prejudice. Any resubmittal for the same approval shall be treated as a new request and processed within the time periods set forth in this Section 6(a).

(b) Force Majeure. Notwithstanding Section 6(a) above, Grantor will not be obligated to obtain Grantee's prior approval, and Grantee will not be entitled to bring an action against Grantor for undertaking any prudent activity in a bona fide emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Conserved Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement. Grantor will promptly notify Grantee of any damage to the Conserved Property caused by such events and of any efforts to prevent, abate, or mitigate any damage caused by such events.

7. Remedies.

(a) Initiation and Scope. If either Grantor or Grantee becomes aware of a violation or potential violation of this Easement by the other Party, the Party who has become aware must promptly notify the other Party of such violation or potential violation. The responding Party shall have thirty (30) days from the date of receipt of a notice from the other of a violation or potential violation (the "Response Period") to investigate such allegation and provide the other Party with verification that no such violation or potential violation has occurred or is imminent. If the responding Party fails to do so within the Response Period, then within a period of thirty (30) days after the expiration of the Response Period, the responding Party shall commence actions, including restoration of the Conserved Property, that are reasonably calculated to prevent or correct the violation or if such correction cannot be reasonably corrected within such thirty (30) day period, to commence such correction and to thereafter diligently pursue such correction to completion. If the defaulting Party fails to take such corrective action within such thirty (30) day period, the other Party may undertake appropriate action, including legal action, to affect such prevention or correction. Grantor and/or Grantee shall each have the right to petition for and obtain injunctive relief, or an order of specific performance, which shall either prohibit the action constituting such breach or require such action as shall be required to cure such breach, as applicable, or seek any legal remedy to stop or prevent unauthorized activities and to force the restoration of the portion of the Conserved Property affected by an unauthorized activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, and replanting suitable native vegetation. The Party recovering damages shall apply any damages recovered to the cost of undertaking any corrective action on the Conserved Property. A Party's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Easement Agreement, and the Parties agree that remedies at law for any violation of the terms of this Easement Agreement are inadequate and that each Party shall be entitled to the injunctive relief described in this Section, in addition to such other relief to which such Party may be entitled. Each Party's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(b) Costs of Enforcement. The costs and third-party expenses of prevention, correction, restoration, and litigation, including court costs and reasonable attorney's fees, shall be borne by the Party against whom a judgment is entered.

(c) Grantee's Discretion. Enforcement of the terms of this Easement Agreement by Grantee shall be at the discretion of Grantee subject to Grantee's fiduciary obligations to the public as

beneficiary of this Easement Agreement. Any forbearance by either Party to exercise its rights under this Easement Agreement in the event of any breach of any term of this Easement Agreement by the other Party shall not be deemed or construed to be a waiver by such Party of such term or of any subsequent breach of the same or any other term of this Easement Agreement.

(d) Waiver of Certain Defenses. The Parties hereby waive any defense of laches, estoppel or prescription.

(e) Acts Beyond Grantor's Control. Nothing contained in this Easement Agreement shall be construed to entitle Grantee to bring any action against Grantor for any damage to or change in the Conserved Property or resulting from injuries or damage to individuals or property occurring by reason of the presence of the public on the Conserved Property or from causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, pandemics or endemics or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Conserved Property or adjacent Conserved Property resulting from such causes.

8. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Conserved Property, including the maintenance of adequate comprehensive general liability insurance coverage, which coverage may be provided by or through any lessee of the Conserved Property. Grantor shall keep the Conserved Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

9. Taxes. Grantor shall pay or cause to be paid before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Conserved Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, the Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

10. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents and contractors (collectively "Grantee Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees arising from or in any connection with: (a) injury to or the death of any person or physical damage to any property, resulting from any negligent act, omission, condition or other matter caused or created by Grantor and related to or occurring on or about the Conserved Property, except to the extent caused by the negligence or willful misconduct of any of the Grantee Indemnified Parties; and (b) the obligations specified in Section 8 and Section 9 hereof. Grantee shall hold harmless, indemnify, and defend Grantor and its members, directors, officers, employees, agents and contractors (collectively "Grantor Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees arising from or in any connection with: (a) injury to or the death of any person or physical damage to any property, resulting from any negligent act, omission, condition or other matter caused or created by Grantee and related to or occurring on or about the Conserved Property, except to the extent caused by the negligence or willful misconduct of any of the Grantor Indemnified Parties.

11. Extinguishment.

(a) Pursuant to Notice 2023-30, Grantor and Grantee agree that, if a subsequent unexpected change in the conditions surrounding the property that is the subject of a donation of the Conservation Easement renders impossible or impractical the continued use of the property for

Conservation Purposes, the Conservation Purpose can nonetheless be treated as protected in perpetuity if (1) the restrictions are extinguished by judicial proceeding and (2) all of Grantee's portion of the proceeds (as determined below) from a subsequent sale or exchange of the property are used by the Grantee in a manner consistent with the Conservation Purposes of the original contribution.

(b) Determination of Proceeds. Grantor and Grantee agree that the donation of the Conservation Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that the Conservation Easement, at the time of the gift, bears to the fair market value of the property as a whole at that time. The proportionate value of Grantee's property rights remains constant such that if a subsequent sale, exchange, or involuntary conversion of the subject property occurs, Grantee is entitled to a portion of the proceeds at least equal to that proportionate value of the Conservation Easement, unless state law provides that the Grantor is entitled to the full proceeds from the conversion without regard to the terms of the prior Conservation Easement.

12. Limited Power of Amendment. The Parties intend that the Conservation Values of the Conserved Property and other significant conservation interests as well as the Conservation Purpose of the Conservation Easement will be protected in perpetuity. While the Parties have endeavored to foresee all possible threats to the perpetual protection of the Conserved Property's Conservation Values and other significant conservation interests and the Conservation Easement's Conservation Purpose, there may come a time when the Conservation Easement should be amended to correct an error, to eliminate or reduce reserved rights, to clarify a provision of this Easement Agreement that may be ambiguous or otherwise further or better protect the Conserved Property's Conservation Values and the Conservation Easement's Conservation Purpose. To that end, the Parties have the right to amend this Easement Agreement in a manner consistent with the preceding sentence, provided, however, that the Parties shall have no right or power to consent to agree to any amendment that (a) affects the Conservation Easement's perpetual duration, (b) permits development, improvements, or uses prohibited by this Easement Agreement on the Effective Date, (c) conflicts with or is contrary to or inconsistent with the Conservation Purpose of this Easement Agreement, (d) reduces the protection of the Conserved Property's Conservation Values, (e) affects the qualification of the Conservation Easement as a "qualified conservation contribution" or "interest in land", (f) affects the status of Grantee as a "qualified organization" or "eligible donee", (g) creates an impermissible private benefit or private inurement in violation of federal tax law, (h) alters or removes the restrictions on transfer of the Conservation Easement under the provision of Section 17 hereof, (i) alters or removes the provisions on extinguishment, Minimum Percentage, or condemnation under the provision of Section 11 hereof, (j) causes this Conservation Easement to be subordinate to any lease, mortgage, lien or other encumbrance, or (k) in any way causes the provisions of this Section 12 to be less restrictive. A proposed amendment that is not within the scope of the discretion granted the Parties under this Section 12 is not permitted except by order of a court having jurisdiction in a proceeding that the Utah Attorney General or other public official charged with enforcement responsibilities regarding charitable gifts is given notice of and an opportunity to participate in to represent the interest of the public in ensuring that the Conservation Easement is administered pursuant to its terms and Conservation Purpose. The Parties acknowledge that the Conservation Easement constitutes a donor-restricted charitable gift. Nothing in the limited power of amendment granted by this Section 12 shall require Grantor or Grantee to agree to any amendment. Any putative amendment to the Conservation Easement that does not comply with the requirements, limitations and procedures prescribed by this Section 12 shall be invalid. No amendment shall be effective unless documented in a notarized writing executed by the Parties and recorded in the Wasatch County Recorder's office.

13. Interaction with State Law. The Parties are prohibited from exercising any power or discretion granted under state law that would be inconsistent with the provisions of the Conservation

Easement, the status of the Conservation Easement as a "qualified conservation contribution" under I.R.C. § 170(h) and the Treasury Regulations, the status of Grantee as an "eligible donee" under such Regulations or the continued protection in perpetuity of the Conservation Values and the Conservation Purpose of the Conservation Easement.

14. No Merger. The Parties intend that the Conservation Easement is to constitute a "qualified conservation contribution" within the meaning of I.R.C. § 170(h) and the Treasury Regulations and that this Conservation Easement may be extinguished in whole or in part only as provided in Section 11 hereof. To that end, the Parties hereby agree that (1) no purchase by or transfer to Grantee of the underlying fee interest in the Conserved Property shall be deemed to extinguish the Conservation Easement, or any portion thereof, under the doctrine of merger or other legal doctrine, and (2) if Grantee comes to own all or a portion of the underlying fee interest in the Conserved Property, (a) Grantee, as successor in title to Grantor, shall observe and be bound by the obligations of Grantor under and the restrictions imposed upon the Conserved Property by the Conservation Easement, and (b) Grantee shall continue to hold the Conservation Easement as a restricted charitable gift for the benefit of the public and be bound by its terms.

15. Grantee's Status as Eligible Donee. Grantee represents and warrants that it is a "qualified organization" within the meaning of I.R.C. § 170(h)(3). Grantee agrees, by accepting the Conservation Easement, that it is committed to protect the Conservation Easement's Conservation Purpose, and that it has the resources to enforce the restrictions in the Conservation Easement as required by Treasury Regulation § 1.170A- 14(c)(1).

16. Inspection and Enforcement.

(a) Grantee has the right and obligation to enter upon the Conserved Property, or to authorize its agent to enter upon the Conserved Property, to inspect the Conserved Property to determine if there is compliance with the terms of the Conservation Easement and to obtain evidence for the purpose of seeking judicial enforcement of the Conservation Easement, provided that such entry shall not unreasonably interfere with Grantor's reserved rights with respect to the Conserved Property as provided herein. When reasonable under the circumstances, Grantee shall advise Grantor in advance of its intention to enter the Conserved Property to inspect or monitor.

(b) Grantee has the right and obligation to enforce the Conservation Easement, including the right to prevent any activity on or use of the Conserved Property that is inconsistent with the protection of the Conservation Values of the Conserved Property or the Conservation Purpose of the Conservation Easement, by legal proceedings or otherwise as appropriate, and to require restoration of any areas or features of the Conserved Property damaged by any activity or use that is inconsistent with the protection of the Conservation Values of the Conserved Property or the Conservation Purpose of the Conservation Easement. If Grantee reasonably determines that circumstances require immediate action to prevent, terminate or mitigate damage to the Conservation Values of the Conserved Property, or to prevent, terminate or mitigate a violation of the Conservation Easement, Grantee may pursue its remedies under this Section 16(b) without prior notice to Grantor. Grantee may exercise discretion in enforcing the Conservation Easement subject, however, to its fiduciary obligations to the public as beneficiary of the Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy under this Easement Agreement or applicable law shall impair such right or remedy or be construed as a waiver. Enforcement of this Easement Agreement shall not be defeated because of any subsequent adverse possession, laches or estoppel. The rights of the public, as beneficiary of the Conservation Easement, shall not be forfeited by any acts or omissions of Grantee.

17. Restrictions on Grantee's Assignment of Conservation Easement.

(a) Grantee is prohibited from assigning or otherwise transferring the Conservation Easement, whether or not for consideration, unless:

(1) the transferee is, at the time of the transfer, a "qualified organization" and an "eligible donee," as those terms are defined in I.R.C. § 170(h) and the Treasury Regulations promulgated thereunder;

(2) Grantee, as a condition of the transfer, requires that the transferee agree in writing that the Conservation Purpose that the contribution of the Conservation Easement was originally intended to advance will continue to be carried out; and

(3) the transferee is authorized to acquire and hold conservation easements under Utah law.

(b) If Grantee shall cease to exist or cease to be a qualified organization or eligible donee (as those terms are defined in I.R.C. § 170(h) and the Treasury Regulations promulgated thereunder), and a prior transfer is not made in accordance with the requirements of this Section 17, then Grantee's rights and obligations under this Easement Agreement shall vest in such entity as a court of competent jurisdiction shall direct pursuant to the applicable laws of the State of Utah, provided that the requirements of this Section 17 shall be satisfied. A transfer of the Conservation Easement in connection with a judicial extinguishment that satisfies the requirements of Section 11 hereof shall not violate the provisions of this Section 17. Any subsequent transfer of the Conservation Easement shall also be subject to this Section 17. Any attempted transfer of all or a portion of the Conservation Easement contrary to this Section 17 shall be invalid. Grantee shall require that the Conservation Easement's purposes and Conservation Values continue to be carried out.

18. Grantor's Subsequent Transfers. Grantor shall incorporate the terms of this Easement Agreement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Conserved Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this Section 18 shall not impair the validity of this Easement Agreement or limit its enforceability in any way.

19. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement Agreement and otherwise evidences the status of this Easement Agreement as may be requested by Grantor.

20. Baseline Report. The Parties acknowledge that the Baseline Report relating to the Conserved Property has been completed by competent professionals familiar with the Conserved Property. Copies of the Baseline Report are on file in Grantor's and Grantee's offices. The Parties acknowledge that the Baseline Report contains an accurate representation of the condition of the Conserved Property subject to the Conservation Easement and the natural resources associated with the Conserved Property, as of the date of the execution of this Easement Agreement in accordance with Treasury Regulation § 1.170A-14(g)(5)(i), and is intended to serve as an objective, but nonexclusive, information baseline for monitoring compliance with the Conservation Easement. By its execution of this Conservation Easement, Grantee acknowledges that Grantor's present uses of the Conserved Property and the Reserved Use Rights are compatible with the purposes of this Conservation Easement. Notwithstanding the foregoing, in the event of a controversy arising with respect to the nature of the

biological and/or physical condition of the Conserved Property, the Parties shall not be foreclosed from using any and all other relevant or material documents, surveys, reports and other information to assist in the resolution of that controversy.

21. Grantee's Obligation to Maintain Enforceability. Grantee hereby acknowledges and agrees that, if a state's marketable title act or similar law requires that this Easement Agreement be rerecorded or that another form of legally sufficient notice be filed periodically for the Conservation Easement to remain enforceable, Grantee has a fiduciary obligation to take the actions necessary to maintain the Conservation Easement's enforceability, and Grantor hereby authorizes Grantee to take the actions necessary to comply with this provision.

22. Successors in Interest. All covenants, terms, conditions, restrictions and other provisions of this Easement Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Conserved Property. The term "Grantor" wherever used herein, and any pronouns used in place thereof, shall include the above-named Grantor and its successors and assigns, including, but not limited to, all future owners of any interest in the Conserved Property and, to the extent designated by Grantor in a separate writing, a party who is an operator or lessee of the Recreation Area. The term "Grantee" wherever used herein, and any pronouns used in place thereof, shall include the above-named Grantee and its successors and assigns.

23. Grantee's Acceptance of Grant. As attested by its authorized signature below, Grantee hereby accepts the rights and responsibilities conveyed by Grantor's grant of the Conservation Easement, agrees that it is bound by the terms and provisions of this Easement Agreement, and acknowledges its fiduciary obligation to enforce the terms and provisions of this Easement Agreement on behalf of the public in perpetuity.

24. Notices. Any notice, demand, request, consent, approval or communication that any Party to this Easement Agreement desires or is required to give to the other parties shall be in writing and shall be served either personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

BLX Lease 2 LLC
c/o EX Utah Development LLC
850 Third Avenue, 7th Floor
New York, New York 10022
Attention: President

with a required copy to:

EX Utah Development LLC
P.O. Box 980728
Park City, UT 84098
Attn: Executive Vice President-Development *and*
Vice President-Development

and

Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
Attn: Roger D. Henriksen
Robert A. McConnell

To Grantee: The Utah Open Lands Conservation Association, Inc.
1488 South Main Street
Salt Lake City, Utah 84115
Attention: Executive Director

or to such other address as any party to this Agreement from time to time shall designate by written notice to the other parties.

25. General Provisions.

(a) Change of Conditions. The fact that any use of the Conserved Property expressly prohibited by the Conservation Easement or otherwise determined inconsistent with the purpose of the Conservation Easement may become significantly more valuable or economical than permitted uses, or that neighboring properties may in the future be put entirely to uses inconsistent with the Conservation Easement, has been considered by Grantor in granting the Conservation Easement. It is Grantor's belief that any such changes will increase the public's benefit and interest in the continuation of the Conservation Easement, and it is the intent of both the Parties that any such changes are not considered circumstances sufficient to terminate the Conservation Easement, in whole or in part. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of the Conservation Easement or be considered grounds for its termination.

(b) Controlling Law. The laws of the State of Utah shall govern the interpretation and performance of this Easement Agreement.

(c) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement Agreement shall be liberally construed in favor of the grant to effect the purpose of the Conservation Easement and the policy and purposes of Utah law. If any provision in this Easement Agreement is found to be ambiguous, an interpretation consistent with the perpetual protection of the Conservation Values and the purpose of the Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(d) Severability. If any provision of this Easement Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(e) Entire Agreement. This Easement Agreement (including all Exhibits attached hereto, which Exhibits are hereby incorporated herein by reference) sets forth the entire agreement of the parties hereto with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement, all of which are merged herein.

(f) Amendments. Any amendments to this Easement Agreement must be in writing and must be executed by the Parties hereto.

(g) No Forfeiture. Nothing contained herein will result in the forfeiture or reversion of Grantor's title in any respect.

(h) Joint Obligation. The obligations imposed by this Easement Agreement upon Grantor shall be joint and several.

(i) Captions. The captions in this Easement Agreement have been inserted solely for convenience of reference and are not a part of this Easement Agreement and shall have no effect upon the construction or interpretation hereof.

(j) State Law Notice Requirements. Grantor hereby acknowledges that Grantee, at least three days prior to the execution of this Easement Agreement, discussed with Grantor the types of conservation easements available, the legal effect of each conservation easement, and the advisability of consulting legal counsel concerning any possible legal and tax implications associated with granting the Conservation Easement.

(k) References. All references to the Internal Revenue Code, Treasury Regulations, and the Utah Code Annotated in this Easement Agreement shall be to the code and regulation provisions in effect as of the Effective Date.

(l) No Third-Party Rights. No term or provision of this Agreement or the Exhibits hereto is intended to be, nor will any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity that is not a named Party hereto, and no such other person, firm, corporation or entity will have any right or cause of action hereunder.

(m) Reasonableness Standard. The Parties shall act in good faith, shall follow a commercially reasonableness standard, and shall use commercially reasonable efforts to make any determinations that are necessary or contemplated to be made by them (either separately or jointly) under this Easement Agreement in a timely manner, without unreasonable conditions, and shall cooperate with one another and take all other commercially reasonable action suitable to these ends.

(n) Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by the Parties, the Parties agree to cause to be performed, executed, and/or delivered any and all such further acts, instruments, and assurances as may be reasonably required to effectuate the intent of the parties under this Easement Agreement.

[Signature page follows]

IN WITNESS WHEREOF the Parties have caused this Easement Agreement to be executed by persons duly authorized to execute the same as of the Effective Date.

GRANTOR:

BLX LEASE 2 LLC

By: _____
Marc Kwestel, Vice President

GRANTEE:

THE UTAH OPEN LANDS CONSERVATION ASSOCIATION, INC.

By: _____
Katherine Ferguson, President

ACKNOWLEDGMENT OF PROPERTY CONDITION

In compliance with Section 1.170A-14(g)(5) of the Treasury Regulations, the undersigned acknowledges that the Baseline Report (as defined in this Easement Agreement) is an accurate representation of the Conserved Property as of the Effective Date when the Conservation Easement was conveyed to the Grantee.

GRANTOR:

BLX LEASE 2 LLC

By: _____
Marc Kwestel, Vice President

GRANTEE:

THE UTAH OPEN LANDS CONSERVATION ASSOCIATION, INC.

By: _____
Katherine Ferguson, President

STATE OF NEW YORK)
ss:
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 27th day of July, 2023 by Marc Kwestel, who executed the foregoing instrument in his capacity as the Vice President of BLX Lease 2 LLC, a Delaware limited liability company.

NOTARY PUBLIC

ALAN MARC RUBIN
Notary Public, State of New York
No. 02RU4858594
Qualified in Nassau County
Commission Expires April 14, 20 26

STATE OF UTAH)
ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of July, 2023, by Katherine Ferguson, who executed the foregoing instrument in his/her capacity as the President of The Utah Open Lands Conservation Association, Inc., a Utah nonprofit corporation.

NOTARY PUBLIC

IN WITNESS WHEREOF the Parties have caused this Easement Agreement to be executed by persons duly authorized to execute the same as of the Effective Date.

GRANTOR:

BLX LEASE 2 LLC

By: _____
Marc Kwestel, Vice President

GRANTEE:

THE UTAH OPEN LANDS CONSERVATION ASSOCIATION, INC.

By: _____
Wendy Zeigler, Past President

ACKNOWLEDGMENT OF PROPERTY CONDITION

In compliance with Section 1.170A-14(g)(5) of the Treasury Regulations, the undersigned acknowledges that the Baseline Report (as defined in this Easement Agreement) is an accurate representation of the Conserved Property as of the Effective Date when the Conservation Easement was conveyed to the Grantee.

GRANTOR:

BLX LEASE 2 LLC

By: _____
Marc Kwestel, Vice President

GRANTEE:

THE UTAH OPEN LANDS CONSERVATION ASSOCIATION, INC.

By: _____
Wendy Zeigler, Past President

STATE OF NEW YORK)
ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July, 2023 by Marc Kwestel, who executed the foregoing instrument in his capacity as the Vice President of BLX Lease 2 LLC, a Delaware limited liability company.

_____
NOTARY PUBLIC

STATE OF UTAH)
ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 1ST day of ~~July~~ AUGUST, 2023, by Wendy Zeigler, who executed the foregoing instrument in his/her capacity as the Past President and Member of the Executive Committee of The Utah Open Lands Conservation Association, Inc., a Utah nonprofit corporation.

NOTARY PUBLIC
NICHOLAS J WEBB
COMM. # 715237
MY COMMISSION EXPIRES
NOVEMBER 28, 2024
STATE OF UTAH

_____
NOTARY PUBLIC

EXHIBIT A

to

DEED OF CONSERVATION EASEMENT AGREEMENT

(MAYFLOWER MOUNTAIN)

Legal Description of Conserved Property and Map

The surface rights in and to all of the following real property located in Wasatch County, Utah:

Parcels A, B, C, D, E, F, G, H, I, M, AA, KK, LL, 1E2, and 6A1, MIDA MOUNTAIN PLAT, recorded June 9, 2023 as Entry No. 533309 on file and of record in the Wasatch County Recorder's Office, as such parcels are depicted and described by metes and bounds on said MIDA MOUNTAIN PLAT.

Less and excepting from Parcel M the following parcel:

An undivided 29/30ths interest in and to the **Magnet Patented Lode Mining Claim, Lot No. 41**, as the same is more particularly described in that certain United States Mineral Entry Patent recorded March 5, 1973 as Entry No. 99151 in Book 89 at Page 115 of the official records in the office of the Wasatch County Recorder.

Parcel 1C MIDA Master Development Plat Amended 2022, recorded July 27, 2022 as Entry No. 522596 on file and of record in the Wasatch County Recorder's Office, as such parcel is depicted and described by metes and bounds on said MIDA Master Development Plat Amended 2022 PLAT, *less and excepting the following parcel:*

The Libert Extension lode mining claim, designated by the surveyor general as Survey No. 6751 and identified in United States Patent No. 958140, dated April 22, 1925 and recorded in the official records of the Wasatch County Recorder in Book 9, Page 626, as Entry No. 41321 on April 29, 1925.

Parcel 1F MIDA Master Development Plat Amended 2022, recorded July 27, 2022 as Entry No. 522596 on file and of record in the Wasatch County Recorder's Office, as such parcel is depicted and described by metes and bounds on said MIDA Master Development Plat Amended 2022 PLAT.

AND

The surface rights in and to all of the following real property located in Summit County, Utah:

Parcel R as created pursuant to that certain Boundary Line Agreement and Consolidation with Quit Claim, recorded June 21, 2023 as Entry No. 1206048 in Book 2785 at Page 88 of the official records, on file and of record in the Summit County Recorder's Office, with reference to that certain Record of Survey titled Summit County Mountain Parcels, recorded in the office of the Summit County Surveyor on June 20, 2023 and bearing Survey No. S0011256, and is described by metes and bounds as follows:

Basis of Bearings for the herein described parcel being North 88°38'16" East, 8,029.15 feet between the 2006 Wasatch/Summit Co. aluminum pipe cap marking the Quarter Corner common to Sections 28 & 33, and the 2016 Summit County aluminum pipe cap marking the

common Corner of Sections 26, 27, 33 & 34 of Township 2 South, Range 4 East, Salt Lake Base and Meridian.

BEGINNING AT A POINT, said point being on the Summit/Wasatch County Line, said point also being South 30°01'32" West 1065.86 feet from the quarter corner common to Sections 28 & 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence North 48°22'38" East 428.37 feet; thence North 38°35'30" East 304.91 feet; thence North 41°36'07" East 432.24 feet to a point on the westerly boundary of Logan 724 Mine Claim; thence coincident with the boundary of the Logan 724 and the U.P. 724 Mine Claims the following three (3) courses: 1) South 00°22'34" East 478.77 feet; thence 2) South 03°22'40" East 610.09 feet; thence 3) South 73°41'21" East 1503.20 feet to the westerly boundary of the Sunny Side M.S. 5931 Mine Claim; thence coincident with the boundary of the Sunny Side M.S. Mine Claim the following two (2) courses: 1) South 05°09'36" East 68.10 feet; thence 2) North 88°25'31" East 599.10 feet to the southeast corner of said claim; thence North 68°42'41" East 107.73 feet; thence South 65°34'17" East 585.49 feet; thence North 73°58'01" East 1168.86 feet to the Summit/Wasatch County Line; thence coincident with the county line South 04°19'40" West 505.15 feet; thence South 61°41'03" West 2092.69 feet to the county line; thence coincident with the county line the following ten (10) courses: 1) North 39°50'39" West 472.53 feet; thence 2) North 72°49'49" West 317.34 feet; thence 3) North 46°44'51" West 87.91 feet; thence 4) North 70°56'49" West 502.06 feet; thence 5) North 51°55'48" West 481.96 feet; thence 6) North 55°53'11" West 467.33 feet; thence 7) North 21°49'11" West 317.76 feet; thence 8) North 59°58'53" West 360.43 feet; thence 9) North 33°23'10" West 467.37 feet; thence 10) South 85°11'28" West 162.96 feet to the POINT OF BEGINNING.

Containing 89.35 acres, more or less.

The following is for informational purposes only:

Wasatch County:

Parcel No.	Tax ID Number
PARCEL A	00-0021-8930
PARCEL B	00-0021-8632
PARCEL C	00-0012-5380
PARCEL D	00-0021-8636
PARCEL E	00-0021-8638
PARCEL F	00-0021-8640
PARCEL G	00-0021-8642
PARCEL H	00-0021-8644
PARCEL I	00-0021-8646
PARCEL M	00-0021-8652
PARCEL AA	00-0021-8631
PARCEL KK	00-0021-8649
PARCEL LL	00-0021-8651
PARCEL 1E2	00-0021-8627
PARCEL 6A1	00-0021-8628
Parcel 1C	00-0021-7759
Parcel 1F	00-0021-7762

Summit County:

Parcel No.	Tax Serial Number
R	PCA-85-D & PCA-S-85

The boundaries of the Conserved Property included in the Conservation Easement are depicted as follows.

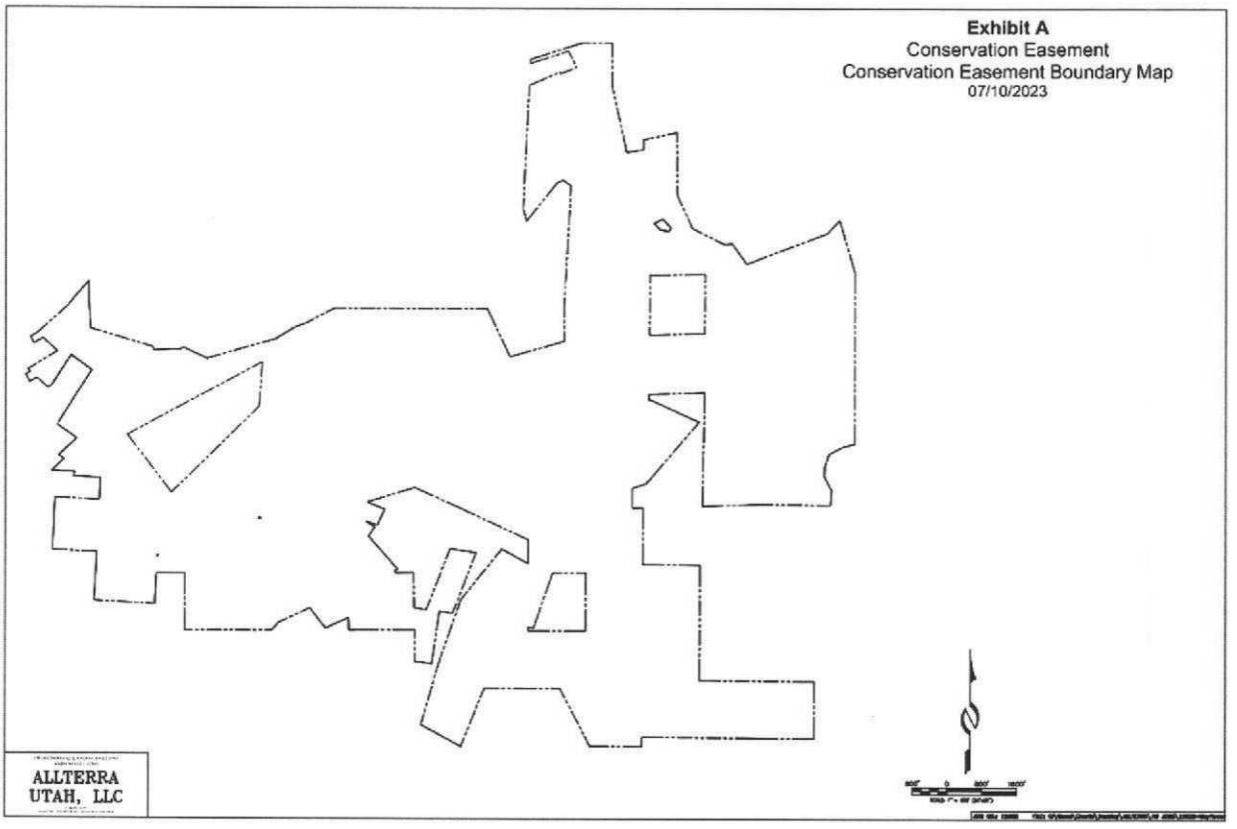


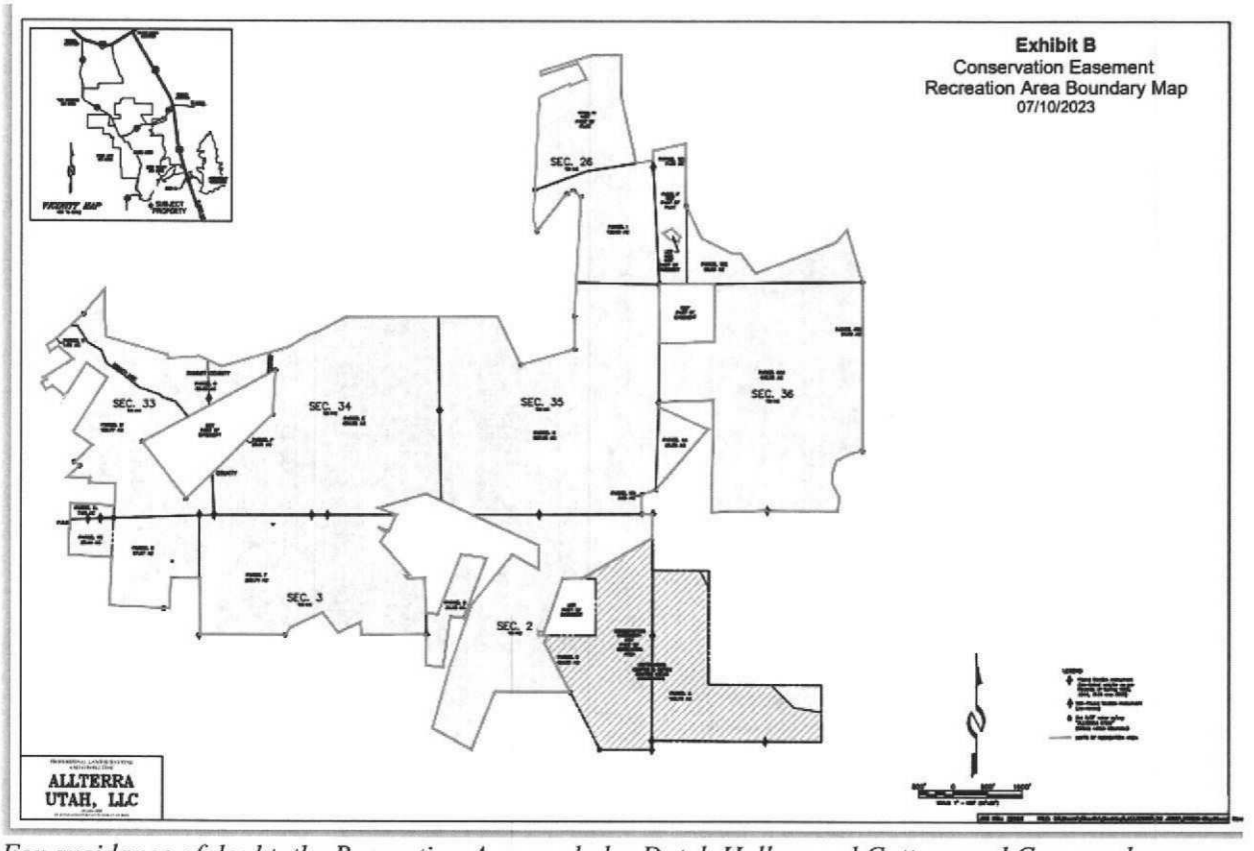
EXHIBIT B

to

DEED OF CONSERVATION EASEMENT AGREEMENT

(MAYFLOWER MOUNTAIN)

Recreation Area



For avoidance of doubt, the Recreation Area excludes Dutch Hollow and Cottonwood Canyon shown as hatched areas on this Exhibit except for the Previously Disturbed Areas identified on Exhibit D hereto.

EXHIBIT B-1

to

DEED OF CONSERVATION EASEMENT AGREEMENT

(MAYFLOWER MOUNTAIN)

Recreation Uses

1. Alpine and nordic skiing, inclusive of snowboarding/monoskis and other methods of snowsport, as well as any future advances thereto to the extent such advances do not conflict with the Conservation Values.

2. Other snowsports that take place within the Recreation Use Area on ski trails or Winter Season Trails (e.g. fat bikes, snowshoeing, snowbikes, ski equipment for skiers with a disability/adaptive skiers, snowsleds, etc.).

3. Maintenance access, if any, within the Mountain Access Roads identified on the Access Map attached as Exhibit F hereto or such other areas as may be included within the SAMS Plan.

4. Hiking and biking to the extent permitted by Section 4 of the Conservation Easement.

5. Passive recreational uses that do not require structures or impervious surfaces.

6. Recreational uses that may come to exist or be introduced for the benefit of outdoor recreation enthusiasts during the Winter Season or Non-Winter Season that are consistent with the Conservation Values and this Conservation Easement and not otherwise prohibited by Section 5 of the Conservation Easement.

7. Uses included in Section 4 of the Conservation Easement.

EXHIBIT C

to

DEED OF CONSERVATION EASEMENT AGREEMENT

(MAYFLOWER MOUNTAIN)

Recreation Area Facilities

1. Aerial passenger tramways which include but are not limited to ski lifts/tramways, s gondolas, surface conveyors and surface tows, and other equipment and systems for movement from one area to another.

2. Ski runs, terrain parks, kid features, timing facilities, and related improvements.

3. Snowmaking, including all necessary snowmaking equipment, water supply and storage/reservoirs, air supply, distribution systems and lines, snowmaking air and electrical facilities, holding tanks, associated pumps and maintenance/operational equipment with operations facility, weather and monitoring equipment, such facilities to be located, if at all, in the areas designated for such use on the Recreation Area Map, or such other areas as may be included within the SAMS Plan.

4. Ski Patrol facilities with radio capacity and on mountain storage of ski patrol equipment, including avalanche control and other typical ski patrol vehicles/gear including emergency equipment and incidental fuel storage.

5. Trails for mountain bikes, hiking and other non-winter uses within the Recreation Area as indicated on the Non-Winter Season Maps on Exhibit C attached hereto.

6. Ziplines and other aerial recreational activities during the Non-Winter Season, within the Recreation Area Facilities Plan as indicated on the Recreation Area Map on Exhibit C-1 attached hereto, together with reasonably necessary supporting structures; provided that such structures shall be subject to the review and approval of Grantee pursuant to Section 6 hereof and compliance with protocols provided for in the SAMS Plan.

7. Mountain Access Roads identified on the Access Map attached as Exhibit F hereto or such other areas as may be included within the SAMS Plan.

8. Facilities included in Section 4 of the Conservation Easement.

9. Sustainable energy systems and facilities, such as solar facilities and wind turbines, provided that such systems and facilities are ancillary to the foregoing uses and necessary and incident to the Recreation Uses, and the construction, operation, repair, maintenance and replacement and any of the foregoing Recreation Area Facilities shall be subject to the review and approval of Grantee pursuant to Section 6 hereof and compliance with protocols provided for in the SAMS Plan.

10. Power, telecommunications, utilities, and weather facilities and systems ancillary to the foregoing uses and necessary and incident to the Recreation Uses and the construction, operation, repair, maintenance and replacement and any of the foregoing Recreation Area Facilities.

EXHIBIT C-1

to

DEED OF CONSERVATION EASEMENT AGREEMENT

(MAYFLOWER MOUNTAIN)

Recreation Area Facilities Plan

The following Recreation Area Facilities Plan depicts the location of ski runs, ski lifts/tramways, snowmaking water reservoir(s), utility corridors and maintenance road corridor locations within the Recreation Area.

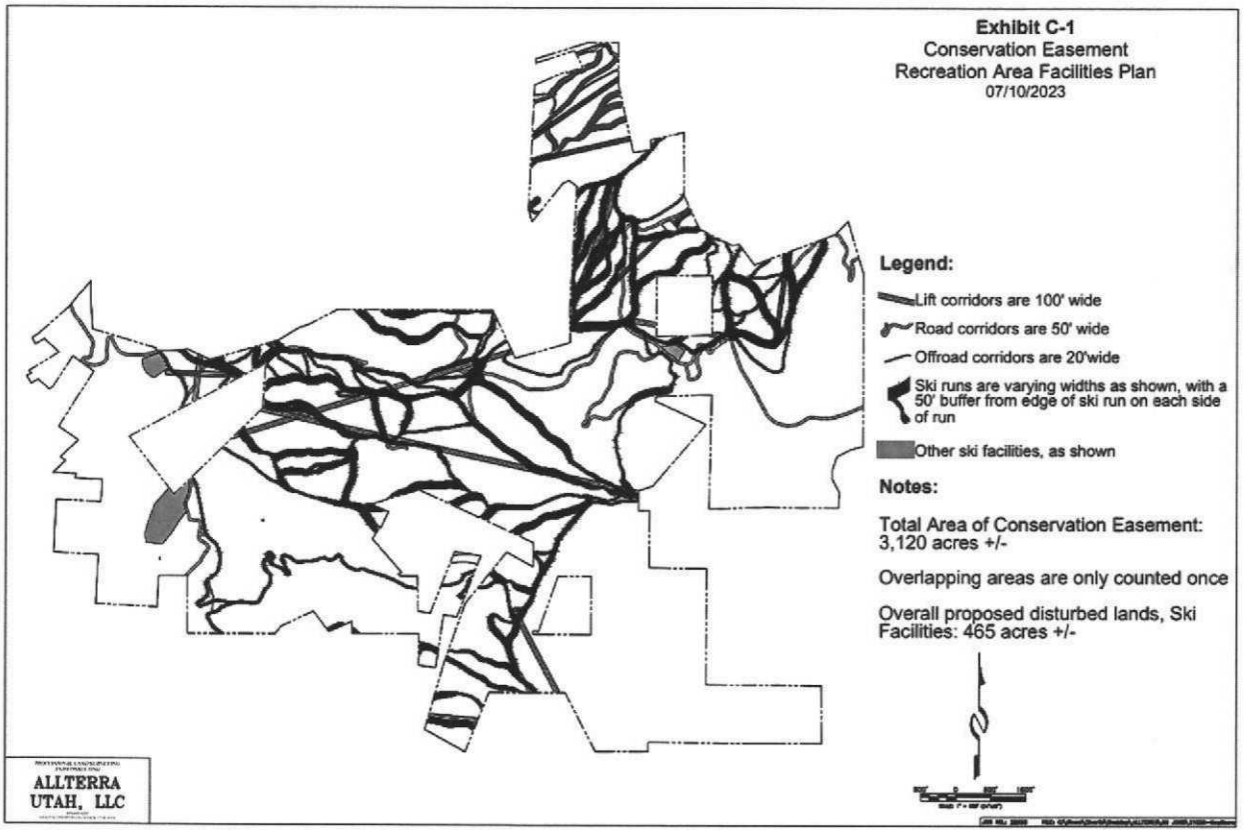


EXHIBIT D

to

DEED OF CONSERVATION EASEMENT AGREEMENT

(MAYFLOWER MOUNTAIN)

Map Depicting Location of Previously Disturbed Areas

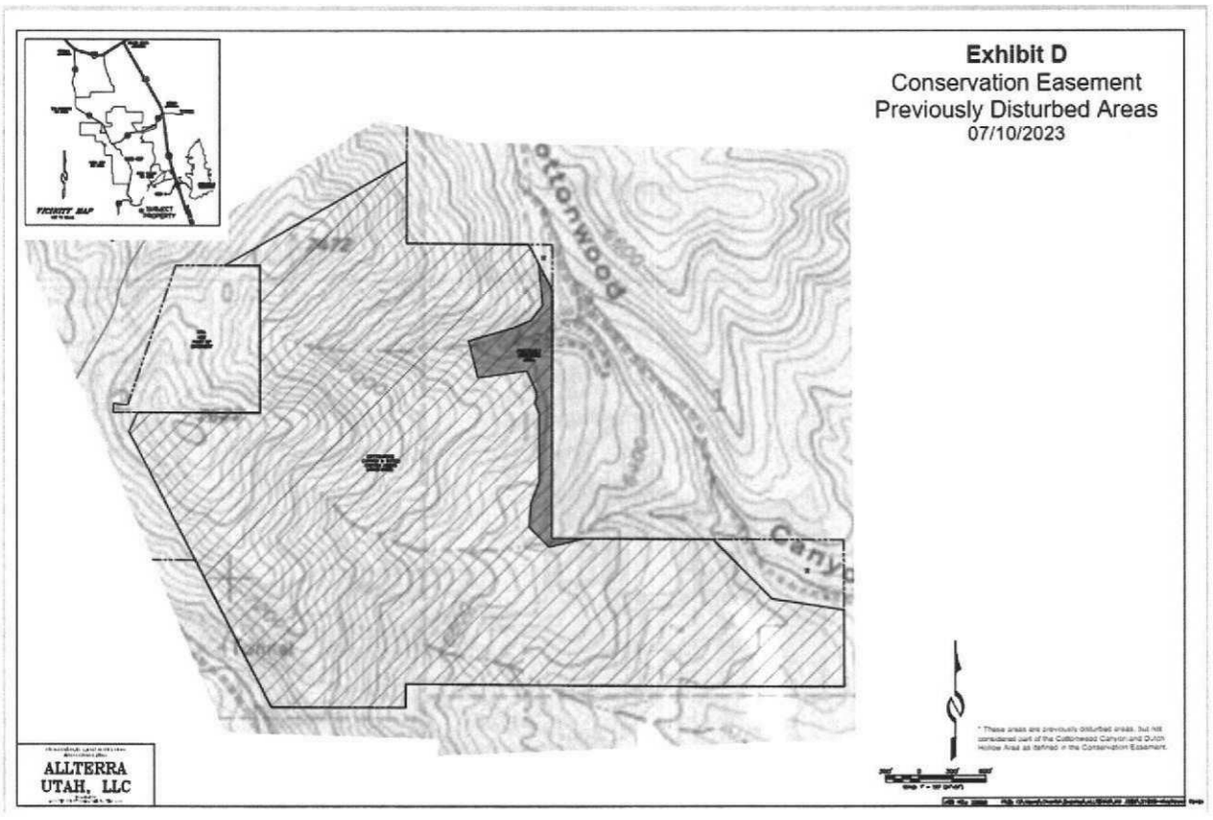


EXHIBIT E

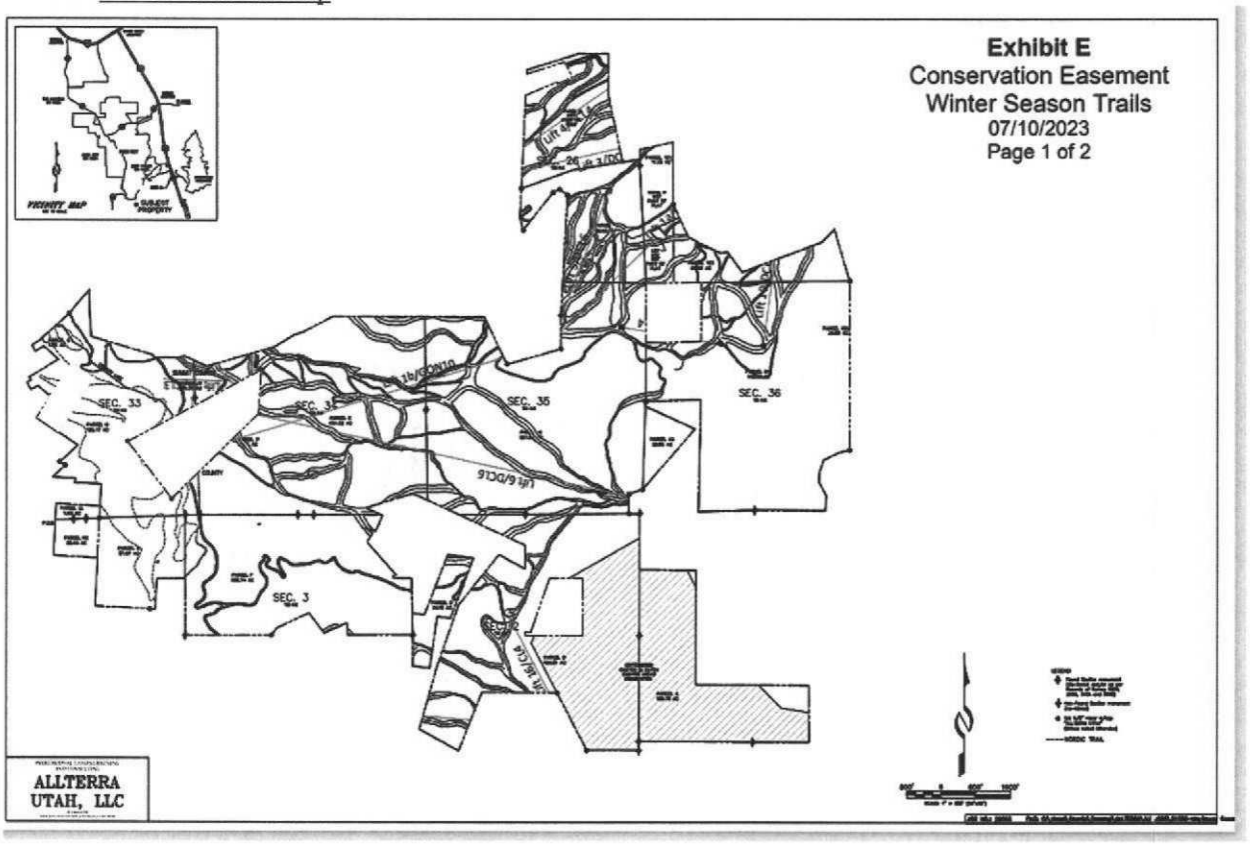
to

DEED OF CONSERVATION EASEMENT AGREEMENT

(MAYFLOWER MOUNTAIN)

Trail Maps

A. Winter Season Map



B. Non-Winter Season Map

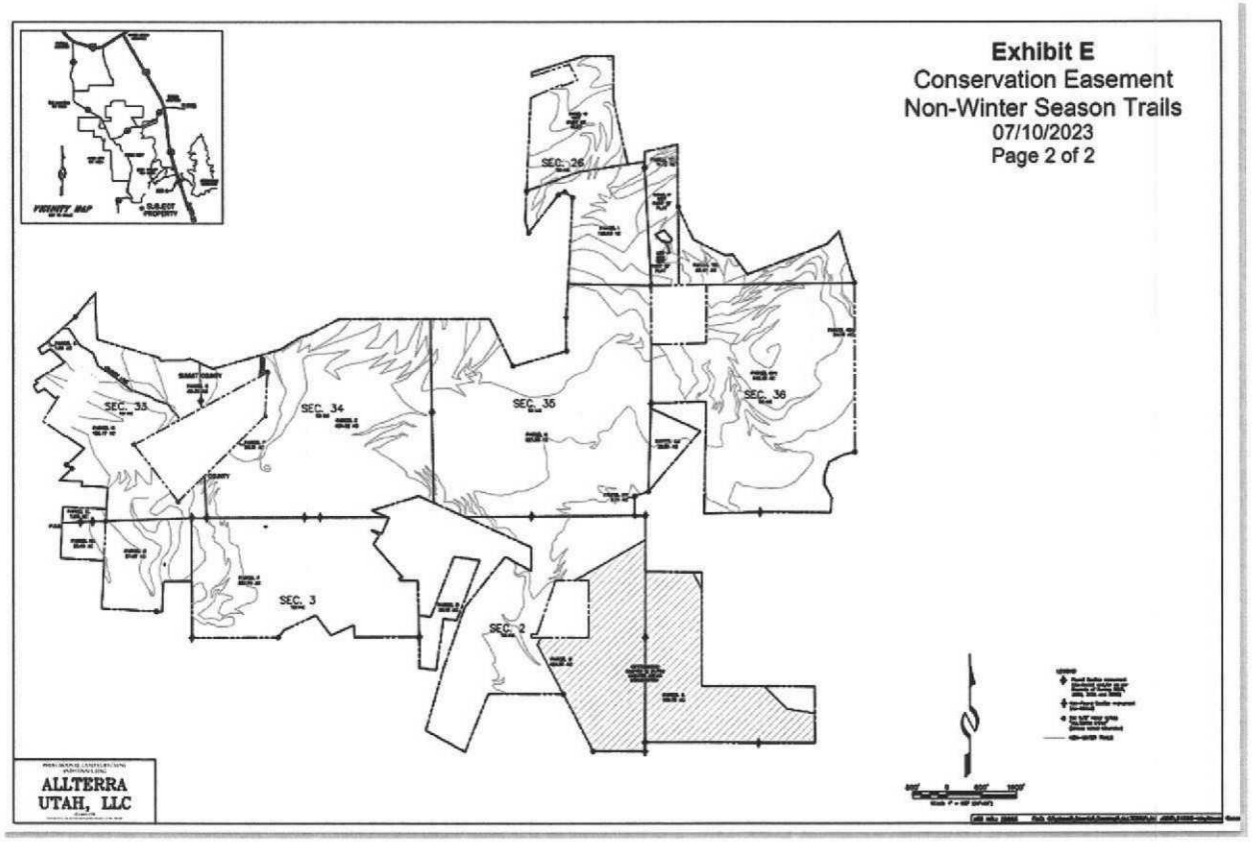


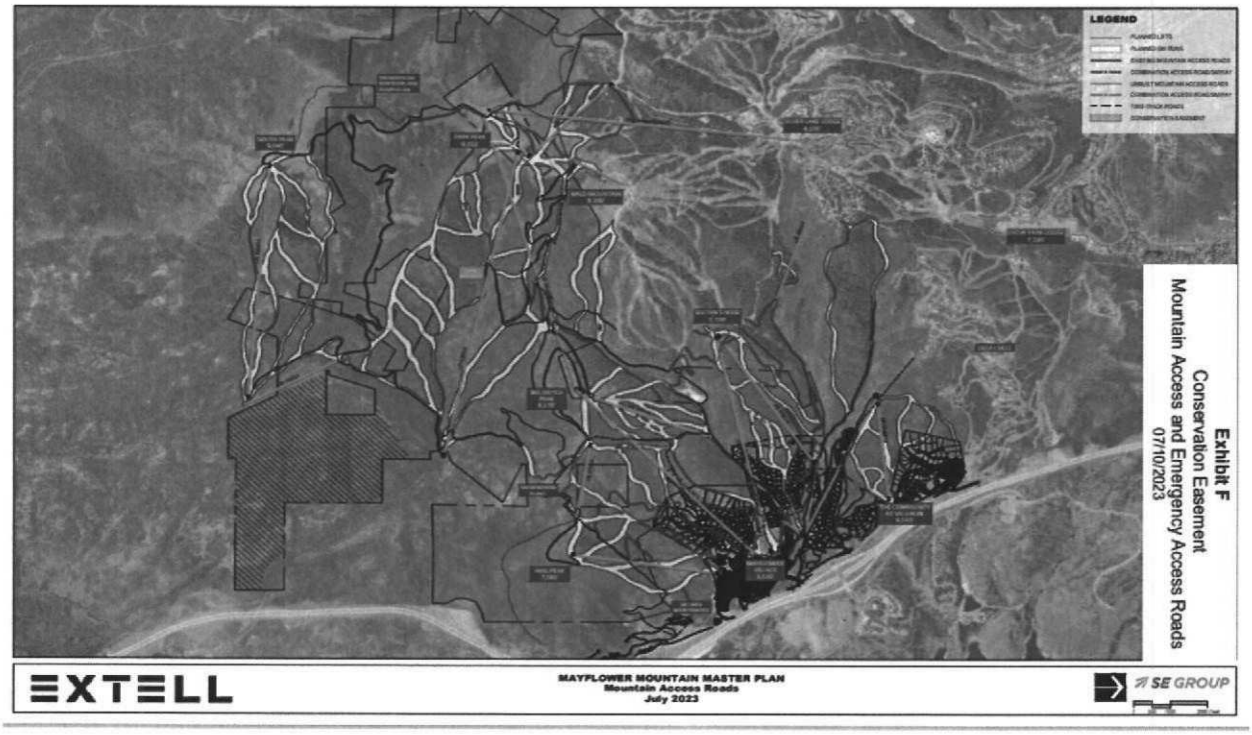
EXHIBIT F

to

DEED OF CONSERVATION EASEMENT AGREEMENT

(MAYFLOWER MOUNTAIN)

Mountain Access Road and Emergency Vehicle Access Corridors



Planning Department

March 29, 2024

Deer Valley Resort
2250 Deer Valley Drive South
Park City, Utah 84060
CC: Hannah Tyler

NOTICE OF PLANNING DIRECTOR DETERMINATION

RE: Determination of ski lift (Lift 7) height proposed to be installed on Parcels PCA-S-98-R, PCA-S-85, PCA-S-85-D, and PCA-S-81-A within the Flagstaff/Empire Pass Master Planned Development, the Recreation and Open Space Zoning District, and the Sensitive Land Overlay (Conditional Use Permit PL-23-05938)

On November 6, 2023, Deer Valley Resort submitted a Conditional Use Permit application for 4.62 miles of new ski runs, a new six-passenger 0.56-mile-long ski lift on Park Peak, an 8,483-square-foot terminal and lift storage building, and a 375-square-foot operator house to expand the beginner terrain at Deer Valley Resort.

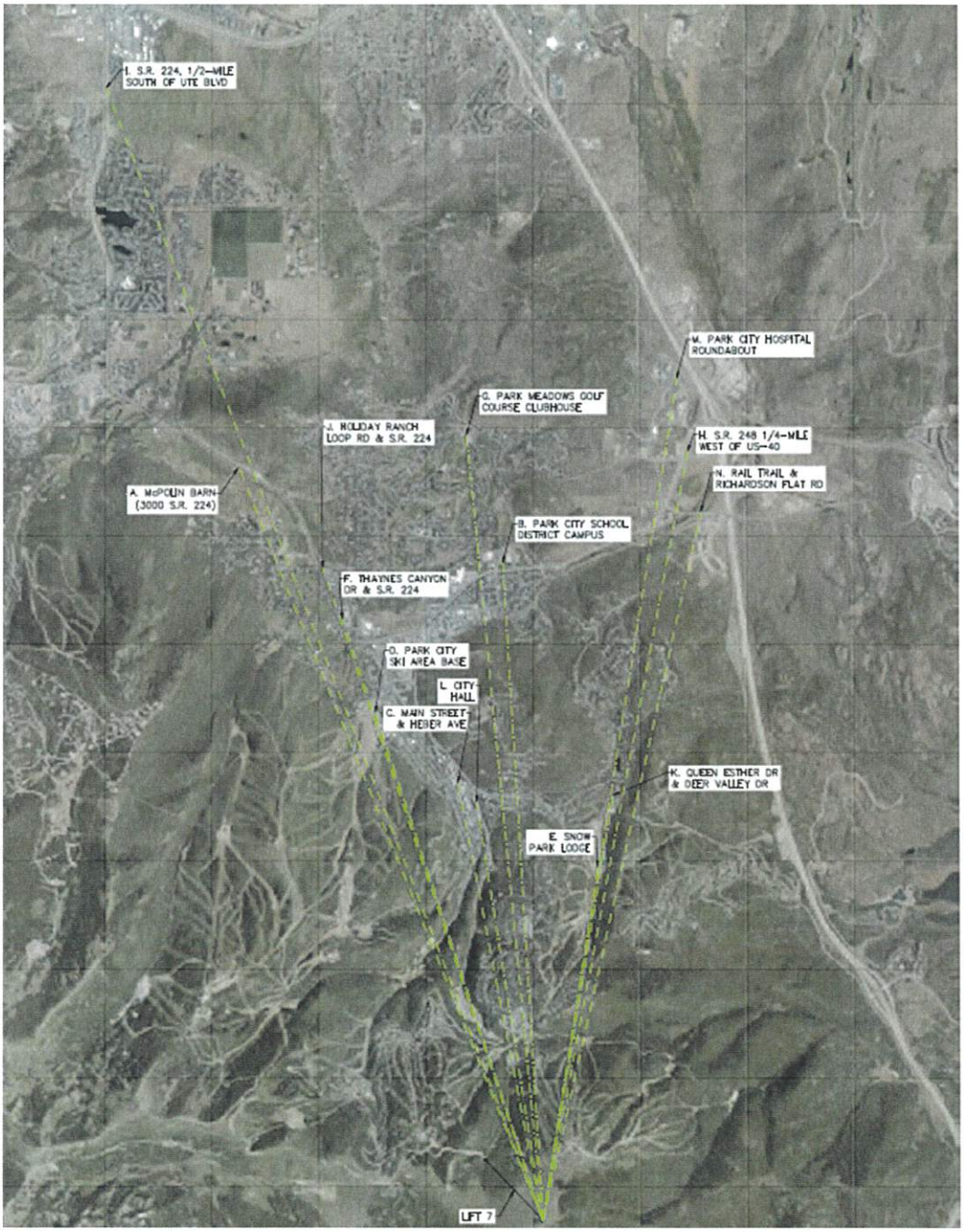
The ski lift is proposed to be installed within the Recreation and Open Space Zoning District and Sensitive Land Overlay. Land Management Code Section 15-2.7-4 establishes a maximum height of 28 feet from existing grade within the Recreation and Open Space Zoning District. Land Management Code Section 15-2.7-4(A)(4) states ski lifts may extend above the 28-foot height maximum subject to visual analysis and approval by the Planning Director.

Applicants proposing development within the Sensitive Land Overlay must submit a Sensitive Lands Analysis, including an evaluation of Ridge Line Areas and Vantage Points. As part of the Conditional Use Permit submittal, the Applicant completed a Sensitive Land Analysis for the proposed ski lift prepared by Zachary Alhamra with Alliance Engineering.

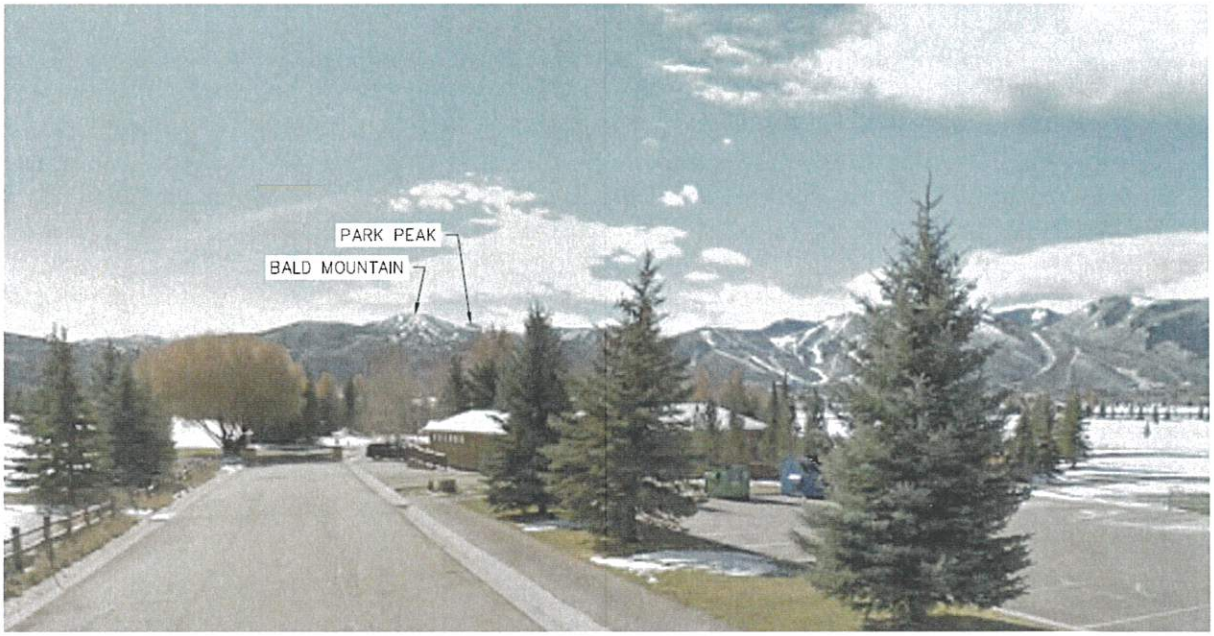
Lift Tower 10 at a height of 29.72 feet and the top terminal of the proposed ski lift at 24 feet in height are proposed to be installed within a Ridge Line Area, defined in Land Management Code Section 15-15-1 as the top, ridge or crest of hill, or slope, plus the land located within 150 feet on both sides of the top, crest, or ridge.

Land Management Code Section 15-2.21-5(A) states development near Ridge Line Areas must blend with the natural contour of these landforms and that significant Ridge Line Areas be retained in a natural state with development site in such a manner so as not to create a silhouette against the skyline or mountain backdrop when viewed from Designated Vantage Points.

Land Management Code Section 15-2.21-3(A)(6) establishes designated Vantage Points. The applicant's Sensitive Land Analysis includes an exhibit showing the ski lift from these designated Vantage Points:



The applicant concludes that the proposed ski lift within a Ridge Line Area is visible from one Vantage Point: the Park Meadows Golf Course Clubhouse shown in the applicant's submittal below:



The Applicant requests permission to construct the top terminal within the Ridge Line Area:

> *The top terminal of Lift 7 will be situated on the ridge line that separates Wasatch and Summit Counties at an elevation of approximately 9285'. While sitting on a ridge line, this structure will only be visible from one of the Park City's Designated Vantage Points (Vantage Point "G": Park Meadows Golf Course Clubhouse) and will not be placed directly onto the peak. Given that the proposed Lift 7 will be a vital piece of infrastructure in the terrain expansion efforts to improve the recreational opportunities and experiences offered by Deer Valley Ski Resort, it's [sic] construction shall be to great public benefit. Furthermore, there are numerous examples of existing ski area chairlifts in the Park City area that appear in greater prominence from the Designated Vantage Points than the proposed lift 7.*

Land Management Code Section 15-2.21-7 establishes regulations for ski area construction and expansion within the Sensitive Land Overlay. Ski lifts installed within the Sensitive Land Overlay must mitigate the environmental and visual impacts of the project to the maximum extent feasible and the ski facilities must be designed to preserve the natural character of sensitive lands.

As part of the ski lift Conditional Use Permit review, the Planning Commission may require a Condition of Approval establishing a required distance from the Ridge Line Area. Therefore, this determination is dependent upon the Planning Commission's approval of the proposed ski lift top terminal and Lift Tower 10 within a Ridge Line Area. Pending Planning Commission approval, this determination approves the proposed heights for the Deer Valley ski lift (Lift 7) as follows:

- The applicant proposes installing 10 ski lift towers.
- The ski lift towers range in height as follows:
    - Tower 1 – 19.54 feet (complies with ROS height)
    - Tower 2 – 33.01 feet (exceeds ROS height by 5.01 feet)
    - Tower 3 – 46.33 feet (exceeds ROS height by 18.33 feet)
    - Tower 4 – 52.87 feet (exceeds ROS height by 24.87 feet)
    - Tower 5 – 46.31 feet (exceeds ROS height by 18.31 feet)
    - Tower 6 – 49.59 feet (exceeds ROS height by 21.59 feet)
    - Tower 7 – 39.75 feet (exceeds ROS height by 11.75 feet)
    - Tower 8 – 46.31 feet (exceeds ROS height by 18.31 feet)
    - Tower 9 – 36.29 feet (exceeds ROS height by 8.29 feet)
    - Tower 10 – 29.72 feet (exceeds ROS height by 1.72 feet)

Nine of the 10 ski lift towers exceed Recreation and Open Space Zoning District height. As noted above, the proposed Lift Tower 10 and top terminal will be visible from one Vantage Point, the Park Meadows Golf Course Clubhouse, which is approximately four miles away. The remaining lift towers are not visible from designated Vantage Points, mitigate the environmental and visual impacts of the project, and preserve the natural character of the Sensitive Land Overlay. As a result, pending Planning Commission approval of the ski lift top terminal and Lift Tower 10 within the Ridge Line Area, the ski lift tower heights are approved in the maximum heights outlined herein and in Attachment 1.

PARK CITY
1884

Planning Department

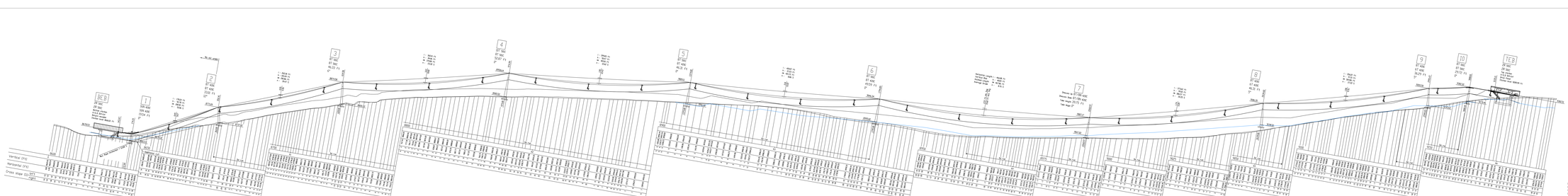
Sincerely,



Rebecca Ward, Planning Director

CC: Virgil Lund, Project Planner

Attachment 1 – Proposed Ski Lift Tower Heights



Profile
6-CLD-B Lift 7

Customer:	Mayflower
Location	Utah

Technical Data

Uphill Side	Left	# Haul Rope	177 m
Drive Station	Top	Minimum Breaking Strength	23900 lb
Tension Station	Bottom	# Drive Bullwheel	2500 Ft
Return Station	Bottom	# Return Bullwheel	2500 Ft
Horizontal Length	29916.01 Ft	Rope Gauge on Line	2168 Ft
Vertical Rise	6239.98 Ft	Drive Output Continuous	404 HP
Average Grade	20.86 %	Drive Output Starting	760 HP
Max. Rope Inclination	6328 %	Elevation of Drive Station	7282 Ft
Inclined Length	30763.95 Ft	Uphill Transportation	18 %
Spliced Rope Length	63450.64 Ft	Downhill Transportation	25 %

		Initial	Final
Drive Speed	fpm	984 fpm	984 fpm
Capacity	pph	2000 pph	2000 pph
Number of Carriers		50	50
Carrier Spacing	Ft	1313 Ft	1313 Ft
Carrier Interval	s	7.85 s	7.85 s
Trip Time	min	3.53 min	3.53 min

Date / Revision		Dim	Rev
		Drawn	2/14/2025
		Checked	
		Date	
		Project No.	SN4800205

Doppelmayr

This drawing is the intellectual property of Doppelmayr and may not be copied or reused without a written permission and is subject to return upon request.

WHEN RECORDED, MAIL TO:
Park City Municipal Corporation
Legal Department
P.O. Box 1480
Park City, UT 84060-1480

Fee Exempt per Utah Code Annotated 1953 21-7-2

GRANT OF CONSERVATION EASEMENT (SKI AREA)

THIS GRANT OF CONSERVATION EASEMENT (this "Easement Agreement") is made this 19th day of December, 2002, by UNITED PARK CITY MINES COMPANY, a Delaware corporation ("UPCMC"), and DEER VALLEY RESORT COMPANY, a Utah limited partnership ("Deer Valley") in favor of PARK CITY MUNICIPAL CORPORATION, a third class city of the State of Utah ("City"), and CONSERVING OUR OPEN LANDS, a Utah nonprofit corporation ("COOL"). UPCMC and Deer Valley are collectively referred to herein as "Grantor." City and COOL are collectively referred to herein as "Grantee".

WITNESSETH:

WHEREAS, Grantor owns certain real property located in Park City, Summit County, Utah (the "Property") more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Property possesses natural, scenic, open space, wildlife and wetland values (collectively referred to herein as "Conservation Values") of great importance to Grantee, and to the people of Park City, Summit County, and the State of Utah; and

WHEREAS, the specific Conservation Values of the Property are documented, in part, in a resource manual and is hereinafter sometimes referred to as the "Baseline Documentation," which consists of reports, maps, photographs and other documentation intended to provide the parties with an accurate representation of the Property at the time of the granting of the Easement as defined below; and

WHEREAS, the Property is appropriate for skiing, recreational and other uses as hereinafter described as the Reserved Use Rights, and the Property is necessary to the operation of the Deer Valley Resort owned by Deer Valley; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those existing at the time of the recording of this Easement Agreement, subject to the Reserved Use Rights; and

WHEREAS, Grantor further intends, as owner of the Property, to preserve and protect the conservation values of the Property in perpetuity, subject to the Reserved Use Rights; and

00643790 Bk01502 Pg00732-00747
ALAN SPRIGGS, SUMMIT CO RECORDER
2003 JAN 07 09:54 AM FEE $.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

WHEREAS, City is a governmental unit qualified under Sections 170(b)(1)(A)(v) and 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), whose primary purpose is to promote the health, safety and welfare of its citizens; and

WHEREAS, COOL is a publicly supported, tax-exempt nonprofit organization qualified under Sections 501(c)(3) and 170(h)(3) of the Code whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, ecological and/or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah and in particular U.C.A. Title 57, Chapter 18, Grantor hereby grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent set forth herein (the "Easement").

1. Purpose. It is the purpose of the Easement, subject to the Reserved Use Rights described in Section 3 of this Easement Agreement, to assure that the Property will be retained forever in its open, undeveloped condition as provided herein and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that the Easement will confine the use of the Property to those activities, including without limitation the Reserved Use Rights that are consistent with the terms of this Easement Agreement.

2. Rights of Grantee. To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement Agreement:

(a) The right to preserve and protect the Conservation Values of the Property;

(b) The right to enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement Agreement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

(c) The right to prevent any activity on or use of the Property that is inconsistent with the terms of this Easement Agreement and to enforce the restoration of such areas or features of the Property that may be damaged by inconsistent activity or use, pursuant to Section 7 hereof; and

(d) The right to enforce this Easement Agreement by appropriate legal proceedings, after providing Grantor with reasonable notice and opportunity to cure, as provided in section 7 herein.

3. Reserved Use Rights. The following uses and practices (referred to herein as the "Reserved Use Rights"), while not an exhaustive recital of permitted uses and practices, are

consistent with the purpose of the Easement, and the following purposes and practices shall not be precluded or prevented by this Easement Agreement:

(a) The construction, development and operation of Ski-Related Development and other allowed uses as provided by the Development Agreement For Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel and Iron Mountain, dated June 24th, 1999;

(b) The construction, installation, use, maintenance, repair, replacement and relocation of water wells, water lines, sanitary sewer lines, storm sewer lines and the right to discharge their flows, natural gas lines, electric power lines, cable television lines, telephone lines, and other utility lines, together with the right to temporarily stockpile construction materials and equipment as approved by the City, so long as such uses are necessary for the Reserved Use Rights and are located in disturbed areas such as ski runs or existing utility corridors, unless otherwise approved by the City, such approvals not to be unreasonably withheld;

(c) The construction, installation, use, maintenance, repair, replacement and relocation of secondary access roads provided all applicable land use approvals are obtain from Grantee (nothing herein shall be deemed as such approval) ;

(d) With respect to the Anchor Mine overburden pile, all necessary activities in the vicinity of the Anchor Mine overburden pile to crush, reprocess and recycle the material in the overburden pile and to transport such material to a location outside the Property, and thereafter to revegetate the overburden pile site;

(e) With respect to the overhead electric power transmission lines located in Empire Canyon, all necessary activities to relocate such overhead electric power transmission lines in accordance with the provisions of Section 5 of this Easement Agreement, and subject to the City Engineer's approval of a specific relocation plan, such approval not to be unreasonably withheld;

(f) All activities on the Property that are necessary to perform investigation, remediation, closure and/or reclamation work consistent with or required by law with respect to any portion of the Property that has been used previously for mining activities or mining operations; and

(g) Passive uses otherwise allowed by the Park City Land Management Code in the ROS District intended to preserve and protect the Conservation Values.

4. Prohibited Uses and Practices. Any activity on or use of the Property inconsistent with the purpose of the Easement or which would impair the Conservation Values of the Property is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Any surface mining, hotel, lodging, residential or commercial construction or use, except the uses and practices permitted by the Reserved Use Rights; and

(b) Hunting or trapping for any purpose other than predatory or problem animal control.

The foregoing prohibited activities and uses may be amended by the express written agreement of the City, COOL and Grantor.

5. Utilities. The Property is subject to existing utility easements and the Easement is and shall be subject to the rights of City, the Snyderville Basin Water Reclamation District, or any other agency or utility to enter upon the Property for the construction, installation, operation, maintenance, repair, replacement and relocation of utility lines and related facilities within such existing utility easements.

6. Reserved Rights. Grantor reserves to Grantor and to Grantor's successors and assigns as the owner of the Property all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and all uses of the Property that are consistent with the purpose of the Easement, including without limitation the right to engage in or permit others to engage in Reserved Use Rights.

6.1 Minor Boundary Adjustments. Grantor reserves the right to make reasonable and minor boundary line adjustments in the legal description of the Property, provided that any such adjustments are consistent with the Reserved Use Rights and provided that the total area of the Property that is subject to the Easement shall not be reduced as the result of any such boundary line adjustments. The City and COOL shall execute, acknowledge and record in the Office of the Recorder of Summit County, Utah any amendments to this Easement Agreement proposed by Grantor for such purpose.

7. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the terms of this Easement Agreement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement Agreement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement Agreement or injury to any Conservation Values protected by the Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's

rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Easement Agreement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement Agreement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement Agreement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

7.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement Agreement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement Agreement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement Agreement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

7.2 Grantee's Discretion. Enforcement of the terms of this Easement Agreement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement Agreement in the event of any breach of any term of this Easement Agreement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement Agreement.

7.3 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

7.4 Acts Beyond Grantor's Control. Nothing contained in this Easement Agreement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

8. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement Agreement.

9. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

9.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, the Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

9.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees arising from or in any connection with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (b) the obligations specified in Sections 9 and 9.1; and (c) the existence or administration of this Easement.

10. Extinguishment. If circumstances arise in the future that render the purpose of the Easement impossible to accomplish, the Easement can only be terminated or extinguished, whether in whole or in part, either (a) by the written agreement of Grantor and Grantee in accordance with Section 17(e) of this Easement Agreement or (b) by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Utah law at the time, in accordance with Section 10.1. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this Easement Agreement.

10.1 Proceeds. The Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Section 10, the parties stipulate to have a fair market value determined in accordance with the requirements of the Code, as applicable to conservation easements. Grantee makes no representation as to the tax consequences of the transaction contemplated by this Easement Agreement. Grantor will obtain independent tax counsel and be solely responsible for compliance requirements of the Code. The values as of the date of this Easement Agreement shall be those values used to calculate the deduction, if any, for federal income tax purposes allowable by reason of this Easement Agreement, pursuant to Section 170(h) of the Code.

10.2 Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

11. Assignment. The Easement is transferable, but Grantee may assign its rights and obligations under this Easement Agreement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Code (or any successor provision then applicable) and the applicable regulations promulgated thereunder and that is authorized to acquire and hold conservation easements under Utah law. Grantee shall require that the conservation purposes that the Easement is intended to advance continue to be carried out.

12. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement Agreement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this

Section 12 shall not impair the validity of this Easement Agreement or limit its enforceability in any way.

13. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement Agreement and otherwise evidences the status of this Easement Agreement as may be requested by Grantor.

14. Baseline Documentation. The parties acknowledge that an inventory of Baseline Documentation relating to the Property has been completed by competent professionals familiar with the Property and furnished by Grantor to Grantee. Copies of this inventory of Baseline Documentation are on file in Grantee's offices and in Grantor's offices. The parties acknowledge that this collection of Baseline Documentation contains an accurate representation of the condition of the Property subject to the Easement and the natural resources associated with the Property as of the date of the execution of this Easement Agreement in accordance with Treasury Regulation § 1.170A-14(g)(5)(i). Notwithstanding the foregoing, in the event of a controversy arising with respect to the nature of the biological and/or physical condition of the Property, the parties shall not be foreclosed from using any and all other relevant or material documents, surveys, reports and other information to assist in the resolution of that controversy.

15. Notices. Any notice, demand, request, consent, approval, or communication that any party to this Easement Agreement desires or is required to give to the other parties shall be in writing and shall be served either personally or sent by first class mail, postage prepaid, addressed as follows:

To United Park City Mines Company, Grantor:	United Park City Mines Company Attn.: Hank Rothwell, President P. O. Box 1450 Park City, Utah 84060
With copy to:	Craig B. Terry Parsons Behle & Latimer P.O. Box 45898 Salt Lake City, Utah 84145-0898
To Deer Valley Resort Company, Grantor:	Deer Valley Resort Company Attn.: Bob Wheaton, President P. O. Box 889 Park City, Utah 84060
With copy to:	Wendy A. Faber, General Counsel Royal Street Corporation P. O. Box 3179 Park City, Utah 84060

To Park City Municipal Corporation, Grantee:	Park City Municipal Corporation Attn: City Attorney 445 Marsac Avenue P.O. Box 1480 Park City, UT 84060
To Conserving Our Open Lands, Grantee:	Conserving Our Open Lands P.O. Box 1775 Park City, UT 84060

or to such other address as any party to this Agreement from time to time shall designate by written notice to the other parties.

16. Recordation. Grantee shall record this Easement Agreement in timely fashion in the Office of the Recorder of Summit County, Utah, and Grantee may re-record it at any time as may be required to preserve Grantee's rights in the Easement.

17. General Provisions.

(a) Controlling Law. The laws of the State of Utah shall govern the interpretation and performance of this Easement Agreement.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding this Easement Agreement shall be liberally construed in favor of the grant to effect the purpose of the Easement and the policy and purposes of Utah statute. If any provision in this Easement Agreement is found to be ambiguous, an interpretation consistent with the purpose of the Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This Easement Agreement sets forth the entire agreement of the parties hereto with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) Amendments. Any amendments to this Easement Agreement must be in writing and must be executed by all parties hereto.

(f) No Forfeiture. Nothing contained herein will result in the forfeiture or reversion of Grantor's title in any respect.

(g) Joint Obligation. The obligations imposed by this Easement Agreement upon Grantor shall be joint and several.

(h) Successors. The covenants, terms, conditions, and restrictions of this Easement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(i) Termination of Rights and Obligations. A party's rights and obligations under this Easement Agreement terminate upon transfer of the party's interest in the Easement or the Property, except that responsibility for acts or omissions occurring prior to transfer shall survive transfer.

(j) Captions. The captions in this Easement Agreement have been inserted solely for convenience of reference and are not a part of this Easement Agreement and shall have no effect upon the construction or interpretation hereof.

IN WITNESS WHEREOF Grantor and Grantee have caused this Easement Agreement to be executed by persons duly authorized to execute the same as of the day and year first above written.

GRANTOR:

UNITED PARK CITY MINES COMPANY, a Delaware corporation

By: _____
Hank Rothwell, President

GRANTOR:

DEER VALLEY RESORT COMPANY, a Utah limited partnership,

By Royal Street of Utah, a Utah corporation, a general partner

By: _____
Robert W. Wells, Vice President

GRANTEE:

PARK CITY MUNICIPAL CORPORATION

By: Dana Williams
Dana Williams, Mayor

ATTEST:

Janet M. Scott
City Recorder

APPROVED AS TO FORM:

Mark D. Harrington, City Attorney

GRANTEE:

CONSERVING OUR OPEN LANDS, a Utah nonprofit corporation

By:
Title: VICE PRESIDENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 19th day of December, 2002 by Hank Rothwell in his capacity as the President of United Park City Mines Company, a Delaware corporation.

NOTARY PUBLIC
ROBYN RICHARDS
450 N. Main St. • PO Box 248
Heneter, Utah 84033
Commission Expires
December 21, 2005
STATE OF UTAH

Robyn Richards
NOTARY PUBLIC
Residing at: Heneter, UT

My Commission Expires:
December 21, 2005

00643790 Bk01502 Pg00741

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 19 day of December, 2002 by Robert W. Wells in his capacity as the Vice President of Royal Street of Utah, a Utah corporation, that executed the foregoing instrument in its capacity as a general partner of Deer Valley Resort Company, a Utah limited partnership.

NOTARY PUBLIC
ROBYN RICHARDS
450 N. Main St. • PO Box 248
Heneter, Utah 84033
Commission Expires
December 21, 2005
STATE OF UTAH

Robyn Richards
NOTARY PUBLIC
Residing at: Heneter, UT

My Commission Expires:

December 21, 2005

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 23 day of December, 2002 by Richard Sheinberg, as the Vice President of Conserving Our Open Lands, a Utah nonprofit corporation.

Sharon C Bauman
NOTARY PUBLIC
Residing at: Park City Utah

My Commission Expires:

7-13-2006

Notary Public
SHARON C. BAUMAN
445 Marsac Avenue, P.O. Box 1480
Park City, Utah 84060
My Commission Expires
July 13, 2006
State of Utah

00643790 Bk01502 Pg00742

EXHIBIT A
TO
GRANT OF CONSERVATION EASEMENT

Legal Description of the Property

CONSERVATION EASEMENT
SUNNYSIDE MINING CLAIM PARCEL

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

More particularly described as:
The SUNNYSIDE MINING CLAIM, Mineral Survey No. 5931, Uintah Mining District, Summit County Utah.

AND ALSO

CONSERVATION EASEMENT
12-14-2002
WEST PARCEL

A parcel of land located in the southeast quarter of Section 20, the southwest quarter of Section 21, the west half of Section 28, Section 29, and the northeast quarter of Section 32, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is South 00°30'49" East 1342.05 feet along Section Line and East 147.24 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 35°43'21" East 536.94 feet; thence South 20°26'14" West 899.92 feet; thence North 67°40'20" West 360.46 feet; thence North 80°25'18" West 202.84 feet; thence North 67°31'45" West 135.42 feet; thence North 73°07'50" West 100.33 feet; thence North 87°06'36" West 106.94 feet; thence South 61°42'34" West 79.63 feet; thence South 27°43'54" West 484.46 feet; thence South 10°53'24" West 85.65 feet; thence South 21°48'36" East 87.11 feet; thence South 40°53'24" East 169.75 feet; thence South 58°21'35" East 92.50 feet; thence South 84°46'19" East 334.15 feet; thence North 82°18'26" East 161.11 feet; thence North 34°31'29" East 155.16 feet; thence South 10°07'39" East 88.12 feet; thence South 55°07'39" East 129.63 feet; thence North 79°52'21" East 94.35 feet; thence South 35°40'02" East 47.30 feet; thence South 61°52'36" East 311.67 feet; thence South 47°13'14" East 268.07 feet; thence South 02°06'34" East 136.35 feet; thence South 07°54'15" West 981.02 feet; thence South 78°26'39" West 434.39 feet; thence

South 50°24'02" West 516.40 feet; thence South 06°30'52" East 1015.13 feet to a point on the Wasatch – Summit County Line and on the boundary line of the Flagstaff Mountain Resort Annexation Plat, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; thence along the Annexation Plat boundary the following twenty-eight (28) courses and the Wasatch – Summit County Line the following ten (10) courses: 1) North 59°43'30" West 677.04 feet to County Line Point 2338; thence 2) South 79°07'30" West 494.73 feet to County Line Point 80; thence 3) North 70°28'30" West 339.90 feet to County Line Point 81; thence 4) North 60°14'30" West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence 5) North 64°07'00" West 727.60 feet to County Line Point 83; thence 6) South 77°44'00" West 966.80 feet to County Line Point 85; thence 7) 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 8) South 85°36'00" West 219.10 feet to County Line Point 86; thence 9) North 46°44'00" West 384.70 feet to County Line Point 87; thence 10) North 34°37'00" West 1,077.30 feet more or less to County Line Point 2343 and to a point on the demarcation line between the Park City Ski Area and the Deer Valley Resort; thence along said demarcation 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 698.02 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°14'00" 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 (North 39°21'57" East 945.50 feet actual) 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 six (6) courses: 1) North 64°44'13" East 136.79 feet; thence 2) North 67°45'58" East 149.28 feet; thence 3) North 81°11'10" East 122.88 feet; thence 4) North 77°19'44" East 85.84 feet; thence 5) North 77°48'30" East 79.25 feet; thence 6) North 86°11'16" East 94.42 feet; thence South 32°52'26" East 223.47 feet; thence South 69°09'13" East 102.23 feet; thence North 67°07'06" East 155.24 feet; thence North 04°25'53" East 132.87 feet; thence North 40°33'53" East 119.12 feet; thence North 76°50'53" East 73.80 feet; thence North 58°12'04" East 367.31 feet; thence South 60°36'00" East 292.85 feet; thence South 37°37'22" East 197.63 feet; thence South 56°34'49" West 512.21 feet; thence South 16°53'53" East 594.40 feet; thence South 25°28'58" West 970.31 feet; thence North 81°04'17" West 419.72 feet; thence North 02°53'37" West 404.59 feet; thence North 86°31'59" West 351.13 feet; thence South 59°54'31" West 564.66 feet; thence South 25°58'38" West 776.89 feet to the Point of Beginning.

Description contains 542.171 acres.

AND ALSO

CONSERVATION EASEMENT
12-14-2002
EAST PARCEL

A parcel of land located in the west half of Section 27, Section 28 and the northwest quarter of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is South 00°30'49" East 1865.30 feet along Section Line and East 814.96 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 31°55'31" East 246.23 feet; thence North 33°36'22" East 308.16 feet; thence North 28°16'22" East 321.39 feet; thence North 60°08'37" East 68.26 feet; thence North 85°27'32" East 49.33 feet; thence South 74°14'12" East 43.58 feet; thence South 61°44'30" East 207.31 feet; thence South 62°38'22" East 303.63 feet; thence South 55°40'50" East 182.09 feet; thence South 33°05'03" East 81.61 feet; thence South 14°58'12" East 170.16 feet; thence South 49°44'57" East 35.95 feet; thence North 29°47'06" East 252.30 feet; thence North 38°56'14" East 284.34 feet; thence North 37°01'40" East 177.45 feet; thence North 80°22'11" East 289.77 feet; thence North 75°02'27" East 190.91 feet; thence South 86°52'45" East 196.66 feet; thence South 77°28'34" East 189.26 feet; thence South 59°24'44" East 215.66 feet; thence South 61°24'54" East 194.69 feet; thence South 74°17'18" East 288.14 feet; thence South 40°13'59" East 173.65 feet; thence South 66°23'15" East 126.43 feet to a point on the boundary line of the Flagstaff Mountain Resort Annexation Plat, according to the official plat thereof on file and of record in the office of the recorder, Summit County Utah, thence along the Annexation Plat boundary the following seven (7) courses: 1) South 655.47 feet; thence 2) North 69°00'00" East 360.00 Feet; thence 3) South 29°20'00" West 117.60 feet; thence 4) North 78°10'00" East 714.30 feet; thence 5) East 1106.71 feet more or less to a point on the Wasatch-Summit County line; thence along the Wasatch – Summit County line the following two (2) courses: 1) South 04°15'00" East 1,028.07 feet; thence 2) South 25°30'30" East 1373.05 feet; thence South 79°17'00" West 74.23 feet more or less to Corner Number 3 of the Period No.2 Mining Claim, Mineral Survey No.6567, located in the Uintah Mining District; thence along the northerly side line of the Period No.2 Mining Claim South 79°17'00" West 1478.20 feet more or less; thence along the northerly side line of the Period No.1 Mining Claim, Mineral Survey No.6567, located in the Uintah Mining District South 79°51'00" West 1499.60 feet more or less; thence along the westerly end line of the R.P.H. Mining Claim, Lot 560, located in the Uintah Mining District North 10°30'00" West 48.77 feet more or less to a point on the southerly side line of the Sunset Mining Claim, Lot 705, located in the Uintah Mining District; thence along the southerly side line of the Sunset Mining Claim South 39°46'00" West 467.26 feet more or less; thence along the westerly end line of the Sunset Mining Claim North 49°15'00" West 425.61 feet more or less;

474968.3

00643790 Bk01502 Pg00745

thence along the northerly side line of the Sunset Mining Claim North 47°05'27" East 433.08 feet more or less; thence along the easterly end line of the Harwood Mining Claim, Lot 450, located in the Uintah Mining District North 42°54'33" West 200.00 feet more or less; thence North 08°04'55" West 292.97 feet; thence North 28°26'50" East 328.73 feet; thence North 50°02'36" West 215.78 feet; thence North 25°32'19" West 210.51 feet; thence North 37°04'49" West 64.38 feet; thence North 53°11'52" West 301.16 feet; thence North 34°57'27" West 259.63 feet; thence North 67°09'50" West 93.65 feet; thence South 83°45'19" West 150.83 feet; thence South 61°14'42" West 124.74 feet; thence South 43°40'11" West 113.75 feet; thence South 02°39'14" East 518.83 feet; thence South 02°31'44" East 549.12 feet; thence South 33°54'42" West 222.11 feet; thence South 40°06'56" West 338.44 feet; thence South 10°48'54" West 245.43 feet; thence South 88°33'34" West 636.00 feet; thence South 43°19'22" West 103.91 feet; thence South 58°22'25" West 126.67 feet; thence South 71°26'21" West 57.91 feet; thence North 83°22'14" West 72.43 feet; thence South 53°02'42" West 230.82 feet; thence South 33°12'17" West 198.33 feet; thence South 59°22'40" West 315.07 feet to a point on a 1475.00 foot radius curve to the right; thence northerly along the arc of said curve 35.65 feet (chord bears North 06°22'46" East 35.65 feet); thence North 07°04'19" East 47.66 feet to a point on a 425.00 foot radius curve to the right of which the radius point bears South 82°55'41" East; thence northerly along the arc of said curve 149.21 feet through a central angle of 20°06'54"; thence North 27°11'13" East 61.73 feet to a point on a 585.00 foot radius curve to the left of which the radius point bears North 62°48'47" West; thence northerly along the arc of said curve 351.03 feet through a central angle of 34°22'50"; thence North 07°11'37" West 305.69 feet to a point on a 975.00 foot radius curve to the right of which the radius point bears North 82°48'23" East; thence northerly along the arc of said curve 86.38 feet through a central angle of 05°04'35"; thence North 02°07'02" West 377.85 feet to a point on a 475.00 foot radius curve to the right of which the radius point bears North 87°52'58" East; thence northerly along the arc of said curve 174.99 feet through a central angle of 21°06'28"; thence North 18°59'26" East 16.18 feet to a point on a 525.00 foot radius curve to the left of which the radius point bears North 71°00'34" West; thence northerly along the arc of said curve 121.66 feet through a central angle of 13°16'39"; thence North 05°42'47" East 140.71 feet to a point on a 375.00 foot radius curve to the left of which the radius point bears North 84°17'13" West; thence northerly along the arc of said curve 49.51 feet through a central angle of 07°33'54"; thence North 10°37'50" East 290.14 feet; thence North 13°15'16" East 300.66 feet; thence North 08°13'38" West 474.19 feet; thence North 18°16'11" West 386.11 feet; thence North 00°31'06" East 408.27 feet to the Point of Beginning.

EXCEPTING THEREFROM THE FOLLOWING MINING CLAIMS:

Mining Claims located in the Uintah Mining District
Alida MS 583, Ella MS 582, Evergreen MS 591, Gouge Game MS 494, Helen MS 571, Kid MS 584, Viola MS 273, Sag MS 447, Naildriver MS 161

Mining Claims located in the Blue Ledge Mining District
Bald Eagle MS 138, Custer MS 106, Oneida MS 109, Payroll MS 3020

Description contains 340.8 acres more or less.

Planning Commission
Staff Report

Subject: **7008 Silver Lake Drive**
Evergreen Subdivision Lot 2
Application: **PL-23-05964**
Author: **Lillian Zollinger, Planner II**
Date: **April 10, 2024**
Type of Item: **Plat Amendment**

Recommendation

(I) Review the proposed 7008 Silver Lake Drive Plat Amendment to modify the area of disturbance to reflect the built conditions and to relocate the ski easement; (II) conduct a public hearing; and (III) consider approving the Plat Amendment based on the Draft Final Action Letter Findings of Fact, Conclusions of Law, and Conditions of Approval (Exhibit A).

Description

Applicant:	John and Michele Schultz
Location:	7008 Silver Lake Drive
Zoning District:	Residential Development Sensitive Land Overlay
Adjacent Land Uses:	Single Family Dwellings Deer Valley Resort
Reason for Review:	The Planning Commission reviews and takes Final Action on Plat Amendments.[1]

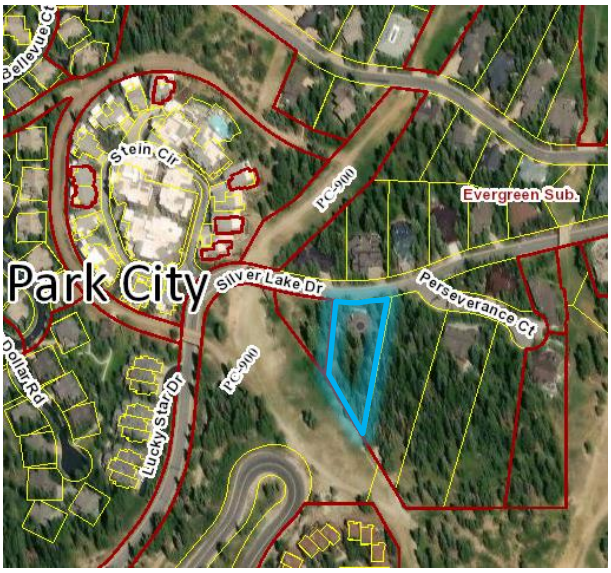
LMC	Land Management Code
MPD	Master Planned Development
RD	Residential Development
SFD	Single Family Dwelling
SLO	Sensitive Land Overlay

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

[1] LMC § 15-1-8

Background

On March 19, 1987, the City Council approved the Evergreen Subdivision Plat. On May 17, 1988, the City Council approved an Amended Evergreen Subdivision Plat. The Amended Evergreen Subdivision Plat establishes an area of disturbance for each Lot.



7008 Silver Lake Drive Site

On October 13, 1994, the City Council passed Ordinance No. 94-42 (p. 50), which expanded the area of disturbance at 6715 Silver Lake Drive to preserve existing vegetation.

On March 22, 1995, the City Council passed Ordinance No. 95-17 (p. 225) that gave the Evergreen Architectural Committee authority to review and approve changes to the area of disturbance for the Evergreen Subdivision Lots.

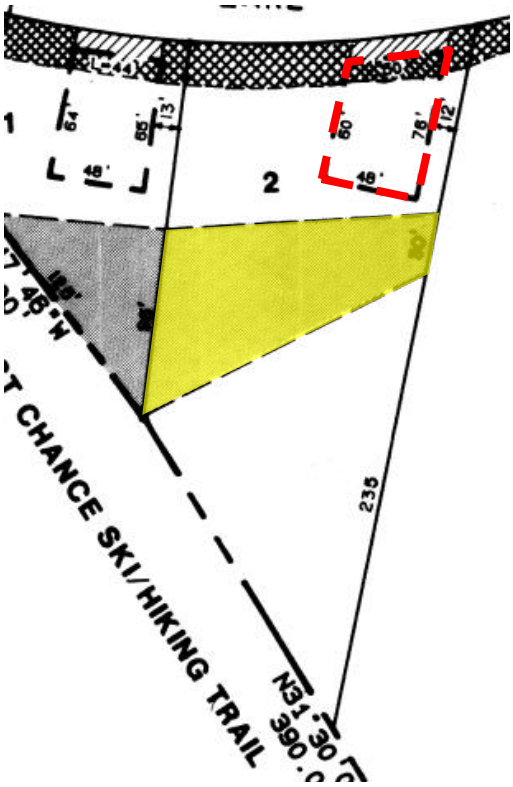
On May 23, 2002, the City Council passed Ordinance No. 02-06 (p. 467), which expanded the building pad and amended the ski easement at 6538 Silver Lake Drive.

On February 3, 2005, the City Council passed Ordinance No. 05-04 (p. 503), which amended the ski easement at 7013 Silver Lake Drive.

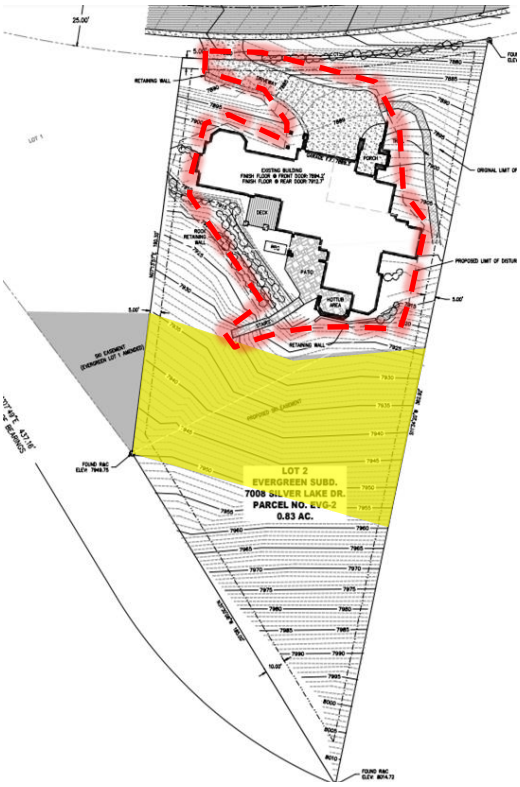
On October 25, 2007, the City Council passed Ordinance No. 07-73 (p. 5), which adjusted a ski easement at 14 Perseverance Court.

On January 16, 2020, the City Council passed Ordinance No. 2020-07, which amended the area of disturbance at 7058 Silver Lake Drive, increasing the square footage from 5,270 square feet to 6,260 square feet, a total increase of 990 square feet. The Applicant submitted an approval letter from the Evergreen Architectural Committee for the 990 square foot increase to the area of disturbance.

7008 Silver Lake Drive is Lot 2 of the Evergreen Subdivision. The Applicant proposes to amend the area of disturbance (shown in red), increasing it from 3,756 square feet to 10,566 square feet, and ski easement (shown in yellow), shifting the ski easement from the middle of the property where the existing Single-Family Dwelling is built over it to the south (see Exhibit C for the proposed plat):



Lot 2 Evergreen Subdivision Amended Plat



Lot 2 as proposed

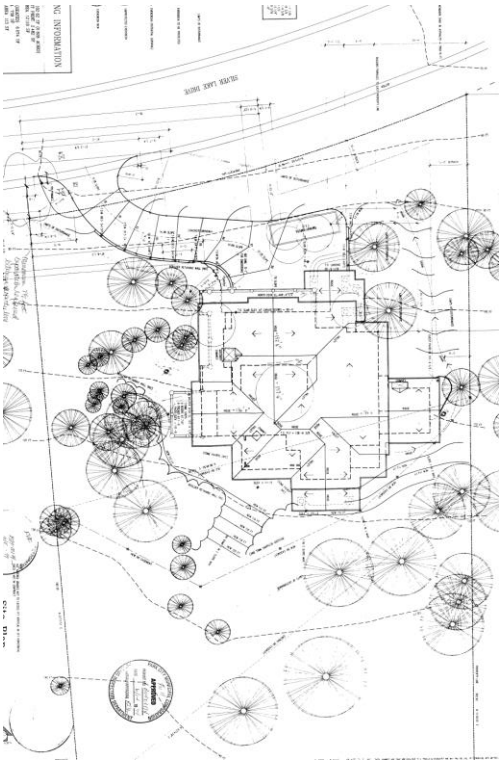


7008 Silver Lake Drive viewed from Silver Lake Drive

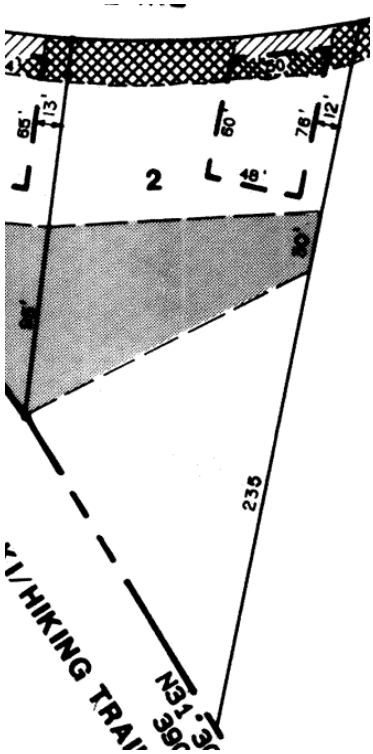
Analysis

Evergreen Subdivision Lot 2 (7008 Silver Lake Drive) is in the RD Zoning District within the Deer Valley Master Planned Development (MPD). In 1994, the City issued a

building permit for the construction of a Single-Family Dwelling (SFD), which is an allowed use in the RD Zoning District (LMC § 15-2.13-2(1)). The building permit submittal did not indicate the area of disturbance and the SFD was constructed outside of the platted area of disturbance.



1194 Building Permit without Area of Disturbance noted



Lot 2 Evergreen Subdivision Amended Plat

One year after the building permit was issued for the SFD at 7008 Silver Lake Drive, in 1995, the City Council passed Ordinance No. 95-17 (p. 225) that gave the Evergreen Architectural Committee authority to review and approve changes to the area of disturbance for the Evergreen Subdivision Lots.

In 1997 and 2003, the City issued building permits B97-02723 and B03-08741 for additions to the SFD at 7008 Silver Lake Drive. These additions also exceed the platted area of disturbance. However, on September 15, 2003, the Evergreen Architectural Committee approved the 2003 addition.

The Applicant proposes to increase the platted area of disturbance for Lot 2 of the Evergreen Subdivision from 3,756 square feet to 10,566 square feet, a total increase of 6,810 square feet. The proposed Plat Amendment would adjust the area of disturbance to reflect built conditions and allow the applicant to construct a 585-square-foot addition to the rear of the existing SFD.

The Applicant also proposes to move the Last Change Ski/Hiking Trail easement to the south (see the image above). The SFD is built over the platted ski easement. The existing ski easement is approximately 7,800 square feet and the proposed easement

would be approximately 9,050 square feet, an increase of 1,250 square feet.

In 2019, the Applicant recorded an Encroachment and Modification of Easement Agreement with the owners of 6974 Silver Lake Drive to modify the location of the ski easement (see Exhibit G). The proposed Plat is compliant with this modification.

However, pursuant to LMC § 15-7.1-3(B), altering areas of disturbance on a Subdivision Plat requires a Plat Amendment with Final Action taken by the Planning Commission.[2]

The Evergreen – Lot 2 Amended Plat Complies with the Additional Evergreen Subdivision Plat Requirements.

On April 27, 1995, City Council passed Ordinance No. 95-17, approving an amendment to the Evergreen Subdivision Plat as follows:

> *The area of disturbance represents the boundary in which all building and associated construction disturbance shall occur . . . Deviations from the area of disturbance may and must be approved by the Evergreen Architectural Committee. (Exhibit E).*

At some point after 2021 (the last time a project received approval from the Evergreen Architectural Committee), the Evergreen Architectural Committee was disbanded, and therefore the Applicant cannot receive an approval from the committee. As a result, the Applicant requests Planning Commission approval for the changes to the area of disturbance.

(I) The proposed Plat Amendment, as conditioned, complies with the Residential Development (RD) Zoning District requirements outlined in LMC Chapter 15-2.13.

The RD Zoning District does not establish maximum or minimum lot sizes or maximum house sizes.

Pursuant to LMC § 15-2.13-3, the following Setbacks are required in the RD Zoning District:

Regulation	Existing
Front Setback – 20’	20’
Rear Setback – 15’	15’
Side Setbacks – 12’	12’

Pursuant to LMC § 15-2.13-4, the Maximum Height in the RD Zoning District is:

Regulation	Existing
Maximum Height – 28’ from	33’ height with a 6:12

[2] LMC § 15-12-15(9)

existing grade 33’ for Roofs with a 4:12 pitch or greater	roof pitch

(II) The proposed Plat Amendment complies with the Sensitive Land Overlay (SLO) requirements outlined in LMC Chapter 15-2.21.

Lot 2 is within the SLO, and pursuant to LMC § 15-2.21-3(A), the Applicant must submit a Sensitive Land Analysis. However, pursuant to the Amended Deer Valley MPD (see Exhibit B), sites within the MPD and SLO are subject to limited to review to the degree the density limitations of the Sensitive Land Overlay (SLO) Zone do not apply to the MPD because the MPD was approved prior to the adoption of the SLO, but that SLO site planning standards can be applied to the extent that they do not reduce vested density, and that limits of disturbance, vegetation protection, and building design standards apply.

Regulation	Proposal
Does not reduce vested density	The Applicant does not propose an increase in unit density but proposes a 585 square foot addition at the rear. The Deer Valley MPD does not establish maximum house sizes. However, staff recommends limiting the approval to reflect the existing building conditions and area of disturbance.
Limits of Disturbance	**See Condition of Approval 3:** The Applicant shall limit the area of disturbance to reflect existing conditions. Future proposed construction must comply with the area of disturbance.
Vegetation Protection	**Complies:** The addition is proposed to extend onto existing built patio space and will not impact existing vegetation.
Building Design	**See Condition of Approval 4:** Any future construction shall comply with Setbacks, Height, and LMC Chapter 15-2.13, as well as with the area of disturbance.

See Exhibit C for the Applicant’s full Sensitive Land Analysis.

(III) Staff requests input on the Planning Commission regarding Good Cause for the Plat Amendment.

LMC § 15-15-1 defines Good Cause as "[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City Community."

No public street, Right-of-Way, or easement is vacated or amended. The Planning Commission must find Good Cause to approve a Plat Amendment.

Staff finds Good Cause to amend the area of disturbance to reflect what was constructed in accordance with the 2003 approval by the Evergreen Architectural Committee and to relocate the ski easement. The neighbor who uses the ski easement already agreed to a written amendment for the proposed relocation in 2019 (see Exhibit G). The Applicant requests the Planning Commission find Good Cause for further expansion of the area of disturbance to accommodate a 585-square-foot addition.

(IV) The Development Review Committee reviewed the proposed Plat Amendment on April 3, 2024, and did not require Conditions of Approval.[3]

Department Review

The Planning Department, Executive Department, and City Attorney's Office reviewed this report.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on March 27, 2024. Staff mailed courtesy notice to property owners within 300 feet on March 27, 2024. The *Park Record* published courtesy notice on March 27, 2024.[4]

Public Input

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

Exhibits

Exhibit A: Draft Final Action Letter

[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

Exhibit B: Deer Valley Special Exception Permit and Amendments Summary
Exhibit C: Proposed Draft Plat
Exhibit D: Sensitive Land Analysis
Exhibit E: Evergreen Subdivision Amended Plat
Exhibit F: Applicant’s Narrative on Evergreen Architectural Committee
Exhibit G: Encroachment and Modification of Easement Agreement

Planning Department

April 10, 2024

John and Michele Schultz
7008 Silver Lake Dr.
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	7008 Silver Lake Drive
Zoning District:	Residential Development Sensitive Land Overlay
Application:	Plat Amendment
Project Number:	PL-23-05964
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	April 10, 2024
Project Summary:	The Applicant proposes amending the area of disturbance and relocating the ski easement.

Action Taken

On April 10, 2024, the Planning Commission conducted a public hearing and approved the Evergreen Subdivision – Lot 2 Plat Amendment according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. 7008 Silver Lake Drive is within the Residential Development Zoning District and Sensitive Land Overlay.
2. On March 19, 1987, the City Council approved the Evergreen Subdivision Plat.
3. On May 17, 1988, the City Council approved an Amended Evergreen Subdivision Plat. The Amended Subdivision Plat establishes an area of disturbance for each Lot.
4. The Amended Evergreen Subdivision is part of the Deer Valley Master Planned Development.
5. On March 22, 1995, the City Council enacted Ordinance No. 95-17 that authorized the Evergreen Architectural Committee to review and approve changes to the area of disturbance for the Evergreen Subdivision Lots.

DRAFT

6. 7008 Silver Lake Drive is Lot 2 of the Amended Evergreen Subdivision Plat.
7. 7008 Silver Lake Drive is accessed from Silver Lake Drive, a public Right-of-Way.
8. There is an existing Single-Family Dwelling on Lot 2 of the Amended Evergreen Subdivision, constructed in 1994, with additions constructed in 1997 and 2003. The Single-Family Dwelling and subsequent additions were not built within the area of disturbance platted on Lot 2 of the Amended Evergreen Subdivision Plat.
9. On September 15, 2003, the Evergreen Architectural Review Committee approved the existing Single-Family Dwelling at 7008 Silver Lake Drive outside of the platted area of disturbance.
10. On October 13, 1994, the City Council passed Ordinance No. 94-42, which amended the area of disturbance for Lot 15 of the Amended Evergreen Subdivision Plat at 6715 Silver Lake Drive.
11. On March 22, 1995, the City Council passed Ordinance No. 95-17, which authorized the Evergreen Architectural Committee to review and approve amendments to the area of disturbance for the Evergreen Subdivision Lots.
12. On May 23, 2002, the City Council passed Ordinance No. 02-06, which amended the building pad and ski easement for Lot 23 of the Amended Evergreen Subdivision Plat at 6538 Silver Lake Drive.
13. On February 3, 2005, the City Council passed Ordinance No. 05-04, which amended the ski easement for Lot 10 of the Amended Evergreen Subdivision Plat at 7013 Silver Lake Drive.
14. On October 25, 2007, the City Council passed Ordinance No. 07-73, which adjusted a ski easement for Lot 6 of the Amended Evergreen Subdivision Plat at 14 Perseverance Court.
15. On January 16, 2020, the City Council passed Ordinance No. 2020-07, which amended the area of disturbance for Lot 1 of the Amended Evergreen Subdivision Plat at 7058 Silver Lake Drive.
16. The Applicant proposes to amend the area of disturbance for Lot 2 of the Amended Evergreen Subdivision at 7008 Silver Lake Drive, increasing the area of disturbance from 3,756 square feet to 10,566 square feet, a total increase of 6,810 square feet to reflect the built and disturbed conditions.
17. The existing Single-Family Dwelling is constructed over the platted ski and trail easement.
18. The Applicant proposes to shift the Last Change Ski/Hiking Trail easement to the south end of the property. The existing ski easement is approximately 7,800 square feet and the proposed easement is approximately 9,050 square feet, an increase of 1,250 square feet.
19. The Plat Amendment and changes to the area of disturbance and ski easement does not increase unit count density or impact Significant Vegetation.

DRAFT

20. The Development Review Committee reviewed the proposed Plat Amendment on April 2, 2024, and did not require Conditions of Approval.
21. Staff published notice of the Planning Commission's public hearing on the City website, the Utah Public Notice website, and posted notice to the property on March 27, 2024. Staff mailed courtesy notice to property owners within 300 feet on March 27, 2024. The Park Record published courtesy notice on March 27, 2024.

Conclusions of Law

1. There is Good Cause for this Plat Amendment because it amends the area of disturbance to reflect built conditions that were approved by the Evergreen Architectural Review Committee in 2003 and shifts the platted ski easement which is not currently accessible due to the encroachment of the existing Single-Family Dwelling over the ski easement, and increasing the ski easement from approximately 7,800 square feet to 9,050 square feet, an increase of 1,250 square feet.
2. The Plat Amendment is consistent with the Land Management Code, including LMC Chapter 15-2.13 *Residential Development (RD) District,* Chapter 15-2.13 *Sensitive Land Overlay Zone (SLO) Regulations* as it pertains to properties within the Deer Valley Master Planned Development, and § 15-7.1-3(B) *Classification Of Subdivision – Plat Amendment*.
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 shall review and approve the final form and content of the Plat Amendment for compliance with State law, the Land Management Code, and these Conditions of Approval, prior to recordation of the plat.
2. The Applicant shall record this Plat Amendment at the County within one year from the date of Planning Commission approval. If recordation has not occurred within one years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.
3. Future construction must comply with the platted area of disturbance.

If you have questions or concerns regarding this Final Action Letter, please call (435) 615-5068 or email lillian.zollinger@parkcity.org.

DRAFT

Planning Department

Sincerely,

Sarah Hall,
Planning Commission Chair

CC: Lillian Zollinger

DRAFT

Exhibit B: Deer Valley Special Exception Permit and Amendments Summary

Deer Valley Resort (previously known as Royal Street Land Company) was issued a Special Exception Permit in 1977 (now known as the Deer Valley Master Planned Development (DV MPD)), which has since been amended twelve times, most recently in 2016. The Deer Valley MPD authorizes Densities for the Lower Deer Valley neighborhood, the American Flag Community, the Silver Lake Community, and Commercial and Support Space in the Snow Park and Silver Lake Villages. Phasing and infrastructure improvements are also described. There are 14 technical reports that accompany the Deer Valley MPD.

The Snow Park Village parcel is 14.93 acres and is zoned Residential Development (RD)-MPD. The Deer Valley MPD authorizes 209.75 Unit Equivalents for Snow Park Village, although this has changed over time, and has 21,890 square feet of remaining Commercial and Support Uses to be developed.

The initial Special Exception Permit (SEP), granted on September 27, 1977, authorized approximately 1,815 residential dwelling units to be constructed over a 15-year period. In addition to the residential units, Exhibit 4, Commercial and Support Space, includes a 100,000 square foot sports facility, 44,705 square foot Snow Park Center (including ski rental, gift shop, sports shop, lounge, restaurant, cafeteria, kitchen, restrooms, etc.), a 20,180 square foot guest reception center, 4,000 square feet of ski school and childcare area, and 5,000 square feet of commercial area at Snow Park. Additional square feet of commercial and support space are reserved for Silver Lake. The total Commercial and Support Space for both the Snow Park and Silver Lake Villages totaled 307,766 square feet and is shown in Exhibit 4 of the SEP.

The SEP was first amended on June 27, 1979, to modify the description and Densities permitted on various parcels. There were no increases to the allowed Commercial and Support Space.

In the 2nd Amendment, dated January 27, 1982, Deer Valley Resort Company is named the successor to the rights of Royal Street. The amendment includes a development progress update. Eight Multi-Family parcels around the Deer Valley Loop are authorized 390 units of Density. Total development is listed as 2,237 units. Exhibit 1 lists Development Parcels Sold, and Exhibit 2 lists Development Parcels Unsold, most of which have a Density Range, to be determined by site specific review of project plans. The Snow Park Parking Area south of Doe Pass Road is allocated 0-200 units of Density and the Hotel Parcel north of Doe Pass Road is allocated 75-105 units of Density. There were no changes to the allowed Commercial and Support Space listed in Exhibit 4.

The 3rd Amendment, dated May 17, 1984, again updated Exhibits. This amendment also did not increase the allowed Commercial and Support Space but reduced the Sports Facility from 100,000 square feet to 98,000 square feet and increased the Guest Reception Center from 20,180 square feet to 22,180 square feet.

The 4th Amendment, dated February 21, 1985, deleted the Silver Lake Village Multi-Family Parcel, and established a separate parcel to be known as the Deer Valley Inn Parcel. No increase to the allowed Commercial and Support Space was made.

The 5th Amendment, dated December 23, 1986, includes nine Multi-Family parcels in the lower Deer Valley neighborhood containing 390 dwelling units, and adds a section on Off-Street Parking. The Off-Street Parking section notes that parking shall be required based on the Park City Land Management Code (LMC) in effect at the time of building permit application and that parking may be reduced in accordance with the LMC Conditional Use Permit process. The Parking section allows for overflow parking up to 10% of the days during any single ski season. No increase to the allowed Commercial and Support Space was made.

The 1st Amendment to the 5th SEP, dated November 29, 1989, replaced Exhibits to reflect completed units. Exhibit 1 shows 1,901 units of approved residential Density. Exhibit 2 shows a similar range of Density for the Snow Park parcels established in the 2nd Amendment, except for the Hotel Parcel which was reduced from 75-105 units of Density to 60-105 units. The Snow Park Parking Area is still allocated 0-200 units of Density.

The 2nd Amendment to the 5th SEP, dated April 11, 1990, also updated Exhibit 1 showing 1,884.5 units of approved Density. No changes were made to the allowed Commercial and Support Space.

The 6th Amendment to the SEP, dated October 10, 1990, further reduces the square feet allocated to the Sports Facility from 98,000 square feet to 62,000 square feet, increases the amount of Snow Park Commercial space from 5,000 to 40,000, and increases the Snow Park Plaza Building from 22,180 square feet to 23,280 square feet. Exhibit 3, the Commercial and Support Space increases from 307,766 square feet to 307,866 square feet, an increase of 100 square feet.

The 7th Amendment replaces the term Special Exception Permit with Master Planned Development Permit (MPD) and is dated April 14, 1993. This Amendment clarifies that the density limitations of the Sensitive Land Overlay (SLO) Zone do not apply to the MPD because the MPD was approved prior to the adoption of the SLO, but that SLO site planning standards can be applied to the extent that they do not reduce vested density, and that limits of disturbance, vegetation protection, and building design standards apply.

The 8th Amendment to the MPD, is dated April 25, 2001. Since the 7th Amendment, the Snow Park Lodge was expanded and 7,645 square feet of General Snow Park Commercial space was transferred to the Snow Park Lodge parcel, reflected in the 8th Amendment. The 8th Amendment is the first to specify an authorized number of Residential Unit Equivalents (RUEs) to the Snow Park Village parcel, which is a combination of the Snow Park Hotel parcel and the Snow Park Parking Area parcel, rather than the previous range of density specified in earlier Exhibits. Snow Park Village

is authorized 212.5 RUEs, which is calculated in accordance with the Unit Equivalent Formula contained in the Land Management Code. Currently, one RUE equals 2,000 square feet. Exhibit 2, Commercial and Support Space, no longer includes the Sports Facility but notes Snow Park Lodge is now 56,350 square feet plus a 5,112 square foot ticket sales building, for a total of 61,462 square feet on the Snow Park Lodge parcel, including some “back of house” space. This reduced the amount of General Snow Park Commercial space remaining by 7,645 square feet from 40,000 to 32,355 square feet.

The 9th Amendment to the MPD, dated June 28, 2006, reduced the authorized number of dwelling units for the nine Multi-Family Dwellings from 390 units to 383.5 units. The Snow Park Village parcel was reduced from 212.5 units to 210.75 residential units due to the Planning Commission’s authorized transfer of 1.75 units from the Snow Park Village parcel to the Stein Eriksen Lodge Multi-Family parcel. Between the 8th and 9th Amendments Snow Park Lodge was expanded and Empire Lodge was constructed.

The 10th Amendment to the MPD, dated August 12, 2009, reflects actions approved by the Planning Commission with respect to amendments to the Silver Lake Community unallocated commercial density and the Royal Plaza Condominium plat, as well as the status of development within the Project. No changes to the Snow Park Village parcel authorized density or Snow Park Commercial and Support Space (Exhibit 2 to the MPD) were made.

The 11th Amendment, dated March 23, 2011, reflects the transfer of one Residential Unit Equivalent from the Snow Park Village parcel to the Silver Baron Lodge parcel, reducing the Snow Park Village Density from 210.75 to 209.75. No changes to Exhibit 2, Commercial and Support Space were made.

The most recent 12th Amendment to the MPD, dated November 30, 2016, reflects the combination of vacant Deer Valley MPD Silver Lake Village Lots F, G, and H into one Lot I, and the transfer of 843 square feet of existing residential density (0.4215 Unit Equivalents) from Deer Valley MPD Silver Lake Village Lot I, to accommodate connection, access, and circulation between the Goldener Hirsch Inn on Parcel D and the Goldener Hirsch Residences on Parcel I. Exhibit 2 of the MPD shows that Snow Park has 21,890 square feet of remaining commercial density to be developed. The other remaining Commercial and Support Space that remains to be developed outside of the Snow Park area totals 31,080 square feet.

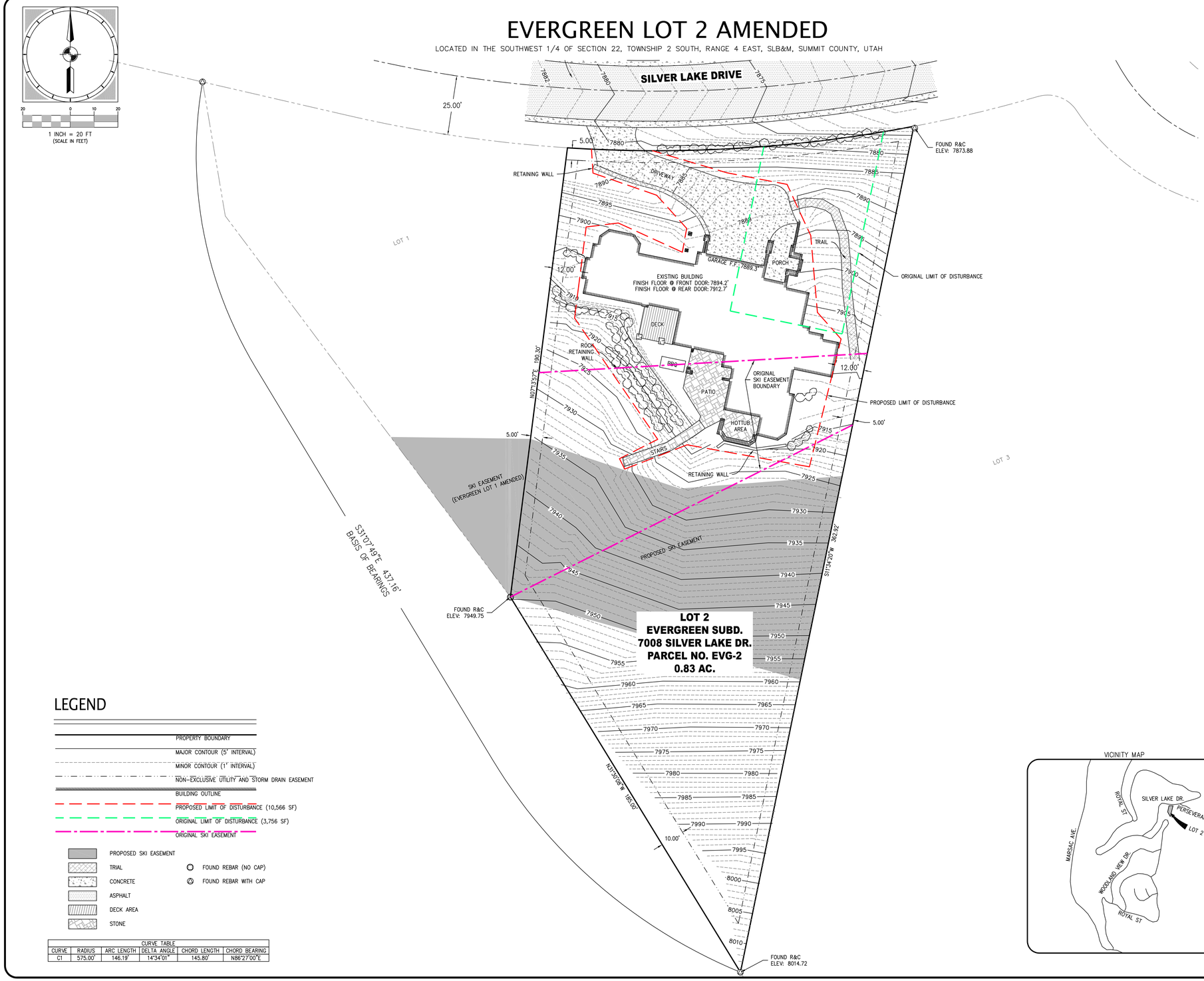
Exhibit A: DVD MPD Amendment Summary Table

Disclaimer: This summary is for descriptive purposes only and is not a substitute or amendment to the original documents which speak for themselves. Original approvals will control over any error or conflict in this summary.

Amendment	Year	Snow Park RUEs	Snow Park Commercial & Support Space
SEP	1977	1,815 RUEs	307,766 SF Total Commercial 173,885 SF Snow Park Commercial
1st Amendment	1979	No change	No change
2nd Amendment	1982	2,237 RUEs Snow Park Parking parcel 0-200 RUEs Hotel parcel 75-105 RUEs	No change
3rd Amendment	1984	No change	Transfers 2,000 SF from Sports Facility to Guest Reception Center
4th Amendment	1985	No change	No change
5th Amendment	1986	No change	No change
1st Amendment to 5th SEP	1989	1901 RUEs Hotel parcel reduced 60-105 RUEs Snow Park Parking parcel 0-200 RUEs	No change
2nd Amendment to 5th SEP	1990	1884.5 RUEs	No change
6th Amendment	1990	No change	Transfers Density from Sports Facility to Snow Park Commercial and Snow Park Plaza Building. Total Commercial and Support Space increases 307,866 SF
7th Amendment	1993	No change	No change
8th Amendment	2001	Hotel and Parking parcels combined to Snow Park Village parcel with 212.5 RUEs	Transfers Density from General Snow Park Commercial to Snow Park Lodge parcel
9th Amendment	2006	Transfers 1.75 RUEs from Snow Park Village parcel to Stein Eriksen Lodge parcel leaving 210.75 RUEs	No change
10th Amendment	2009	No change	No change
11th Amendment	2011	Transfers 1 RUE from Snow Park Village parcel to Silver Baron Lodge leaving 209.75 RUEs	No change
12th Amendment	2016	Combines Silver Lake parcels for Goldener Hirsch. **Snow Park Village parcel 209.75 RUEs remaining (No formal site plan approved/established for site)**	No change Silver Lake - 31,080 SF remaining **Snow Park - 21,890 SF remaining**

EVERGREEN LOT 2 AMENDED

LOCATED IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SLB&M, SUMMIT COUNTY, UTAH



LEGEND

- PROPERTY BOUNDARY
- MAJOR CONTOUR (5' INTERVAL)
- MINOR CONTOUR (1' INTERVAL)
- NON-EXCLUSIVE UTILITY AND STORM DRAIN EASEMENT
- BUILDING OUTLINE
- PROPOSED LIMIT OF DISTURBANCE (10,566 SF)
- ORIGINAL LIMIT OF DISTURBANCE (3,756 SF)
- ORIGINAL SKI EASEMENT
- PROPOSED SKI EASEMENT
- TRIAL
- CONCRETE
- ASPHALT
- DECK AREA
- STONE
- FOUND REBAR (NO CAP)
- FOUND REBAR WITH CAP

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	575.00'	146.19'	14°34'01"	145.80'	N86°27'00"E

BOUNDARY DESCRIPTION

ALL OF LOT 2 OF THE AMENDED EVERGREEN SUBDIVISION PLAT, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, SUMMIT COUNTY, UT, AS ENTRY #290308.

BASIS OF BEARINGS

BASIS OF BEARINGS FOR THIS PROJECT AS SOUTH 31°07'49" EAST 437.16 FEET BETWEEN FOUND PROPERTY CORNER MONUMENTS IN CONFORMANCE WITH THE OFFICIAL PLAT.

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-9a-603 OF THE UTAH CODE, I, BRIAN M. BALLS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 334532-2201 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.

I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

PRELIMINARY-FOR CITY REVIEW

BRIAN M. BALLS
PROFESSIONAL LAND SURVEYOR

DATE

PRELIMINARY-FOR CITY REVIEW

SURVEYOR'S SEAL

OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE TRACT OF LAND SHOWN AND DESCRIBED ON THIS SUBDIVISION PLAT, HAVE CAUSED THE SAME TO BE RECONFIGURED TO BE HEREAFTER KNOWN AS EVERGREEN LOT 8 AMENDED AND DO HEREBY REAFFIRM THE UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS DAY OF_____ , 20___

JOHN FRANCIS SCHULTZ

MICHELE LYNN SCHULTZ

ACKNOWLEDGEMENT

_____)
_____) S.S.

ON THIS DAY OF _____, 20___, PERSONALLY APPEARED BEFORE ME_____,
THE SIGNER OF THE ABOVE OWNER'S DEDICATION, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR THE PURPOSES MENTIONED

NOTARY PUBLIC

VICINITY MAP

PLAT NOTES

1. *THE PURPOSE OF THIS PLAT AMENDMENT IS TO REVISE THE AREA OF DISTURBANCE AS SHOWN HEREON. THE NEW AREA OF DISTURBANCE ENCLOSES THE ENTIRETY OF THE EXISTING HOUSE AND EXISTING FRONT YARD IMPROVEMENTS.*
2. *THE ADDED AREA OF DISTURBANCE IS 6810 SQ.FT. THE TOTAL REVISED AREA OF DISTURBANCE IS 10566 SQ FT.*
3. *NON EXCLUSIVE UTILITIES AND DRAINAGE EASEMENTS 5.0 FOOT WIDE ARE ALONG ALL SIDE LOT LINES AND 10.0 WIDE ALONG REAR LOT LINES AS SHOWN HEREON.*
4. *SEE THE AMENDED PLAT OF EVERGREEN SUBDIVISION FOR ADDITIONAL NOTES AND EASEMENTS.*
5. *CONVENANTS, CONDITIONS, RESTRICTIONS, REQUIREMENTS, EASEMENTS OR ITEMS PREVIOUSLY ASSOCIATED WITH THE PROPERTY DESCRIBED HEREON REMAIN IN EFFECT. ALL REQUIREMENTS SET FORTH TO THIS PLAT ARE IN ADDITION TO PREVIOUSLY ASSOCIATED ITEMS.*

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL ON THIS DAY OF _____ , 20____

BY: MAYOR

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS____ DAY OF, _____ 20____

AUTHORIZED AGENT:

CERTIFICATE OF ATTEST

I CERTIFY THIS AMENDED PLAT WAS APPROVED BY PARK CITY COUNCIL THIS DAY OF _____, 20____

BY: PARK CITY RECORDER

COUNTY RECORDER

ENTRY NO.
STATE OF _____COUNTY OF _____
DATE: _____TIME: _____
RECORDED AND FILED AT THE REQUEST OF

COUNTY RECORDER:

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS_____ DAY OF _____ 20____

BY:

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS_____DAY OF _____20____

BY: PARK CITY ATTORNEY

ENGINEER'S CERTIFICATE

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

BY:

PUBLIC SAFETY ANSWERING POINT APPROVAL

REVIEWED AND ACCEPTED BY THE OFFICE OF THE SUMMIT COUNTY ASSESSOR THIS _____ DAY OF 20____

BY: JEFF WARD, GIS DIRECTOR
SUMMIT COUNTY PUBLIC SAFETY ANSWERING POINT

PROJECT
L23-206

SHEET
1 OF 1

ISSUE DATE
04/04/2024

Summit Engineering Group Inc.
Structural • Civil • Surveying
55 WEST CENTER • P.O. BOX 176
HEBER CITY, UTAH 84032
P: 435-654-9229 • F: 435-654-9231

COPYRIGHT © 2023
SUMMIT ENGINEERING GROUP, INC.

DRAWING ALTERATION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF THE PROFESSIONAL LAND SURVEYOR TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.

Sensitive Lands Analysis

For the Proposed Evergreen Lot 2 Plat Amendment
Located at 7008 Silver Lake Drive in Summit County, Utah

Prepared for:

Magleby Construction

Prepared by:

ATWELL
866.850.4200 www.atwell-group.com
55 WEST CENTER • P.O. BOX 176 HEBER CITY, UTAH 84032
P: 435-654-9229 • F: 435-654-9231

P.O. Box 176
55 West Center Street
Heber City, Utah 84032
P: 435-654-9229

Issue Date: 3-2-2024

Table of Contents

Purpose and Project Overview

Purpose 2

Project Overview 2

A. Sensitive Lands Analysis Items

1. Visual Assessment 2
2. Slope/Topographic Map 3
3. Properties with Steep Slopes 3
4. Ridgeline Areas 4
5. Vegetative Cover 4
6. Designated Vantage Points 5
7. Wetlands 5
8. Stream Corridors, Canals and Irrigation Ditches 5
9. Wildlife Habitat Areas 5

B. Additional Information and Study Requirements

1. Fire Protection Report 5
2. Hydrological Report 5

C. Conclusion 6

Purpose and Project Overview

A. Purpose

In Park City, a request for a plat amendment application contains the requirement for the applicant to provide information sufficient to demonstrate that through the approval of said application, the proposed use will not be placed in an area that would cause undue environmental burden on sensitive lands on or adjacent to the property.

B. Project Overview

This plat amendment is being proposed as the Evergreen Lot 2 Amended. The request is for realigning a ski easement and revising the building envelope to match the existing home constructed on the lot in 1994. See Figure 2 for proposed plat amendment map.

A. Sensitive Lands Analysis Items

1. Visual Assessment

Figure 1 is an existing conditions photo of the property showing extensive trees and foliage covering the property, proximity to other dwellings and the existing street and home constructed on Silver Lake Drive. Additional photos are included in the Lot Views Exhibit in the plat amendment submittal documents.



Figure 1 – Evergreen Lot 2 as viewed from Silver Lake Drive.

2. Slope/Topography Map

Where the property is part of a ski resort, steeper slopes are prevalent on site. Figure 2 shows the topography of the lot with natural slopes of approximately 30 to 40 percent from the south towards Silver Lake Drive. The full-size topography map is included in the plat amendment submittal documents.

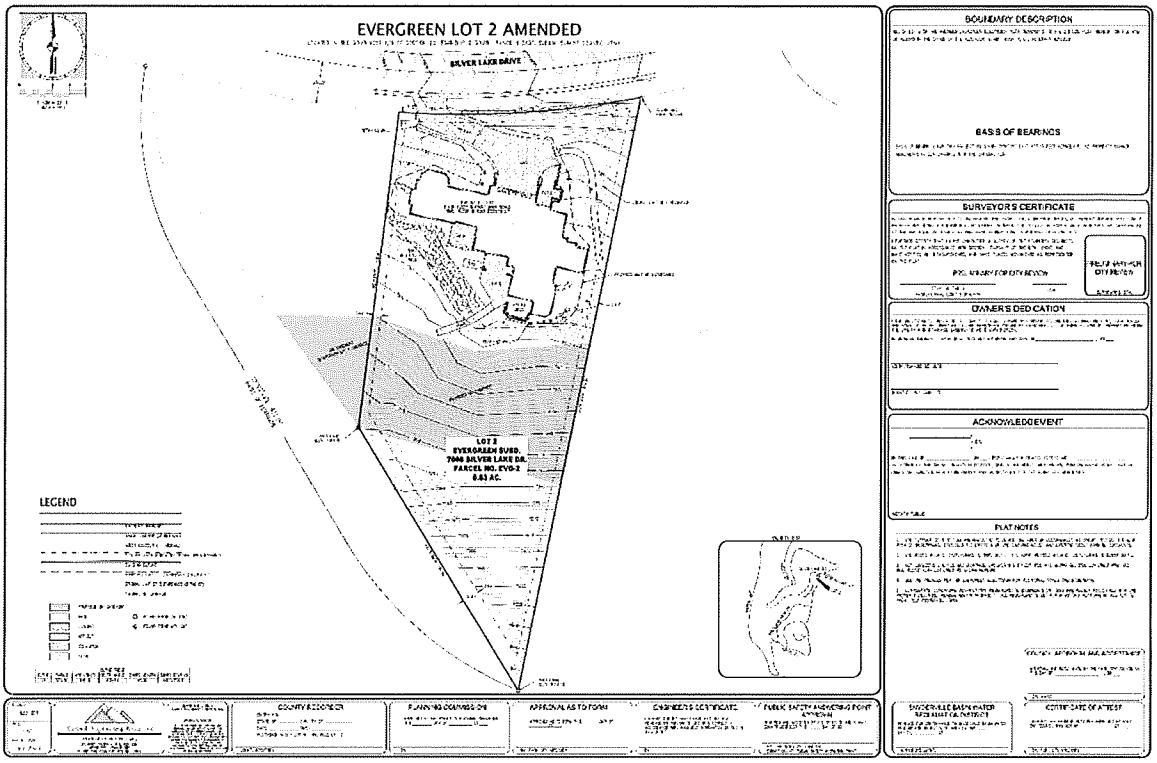


Figure 2 – Evergreen Lot 2 Topography Map

3. Properties with Steep Slopes Requirements

a. Soil Investigation Report
   - This being an existing constructed subdivision with existing homes, streets, trails and ski runs, a Soil Investigation Report was submitted as part of the preliminary and final approval of the subdivision. No additional soils information will be provided for this plat amendment request.

b. Geotechnical Report
   - This being an existing constructed subdivision with existing homes, streets, trails and ski runs, a Geotechnical Report was submitted as part of the preliminary and

final approval of the subdivision. No additional soils information is deemed necessary.

c. Additional Slope Information
    - Figure 2 and additional topographic mapping is included in the plat amendment documents.

4. Ridgeline Areas

Evergreen Lot 2, as part of the existing Evergreen Subdivision, is not protruding, nor is it near any ridgelines and thus doesn't impact any ridgeline views. No additional ridgeline information is deemed necessary. The house was constructed in 1994 with a building permit issued by Park City.

5. Vegetative Cover

Figure 1 shows the density of the existing coniferous trees and foliage on Lot 2 as viewed from Silver Lake Drive. Figure 3 shows surrounding existing infrastructure, houses and ski amenities. Figure 2 shows Lot 2 outlined for reference. Note that the immediate area excepting the ski runs, trails and streets are covered in coniferous trees. No existing trees or vegetation will be removed because of this plat amendment.

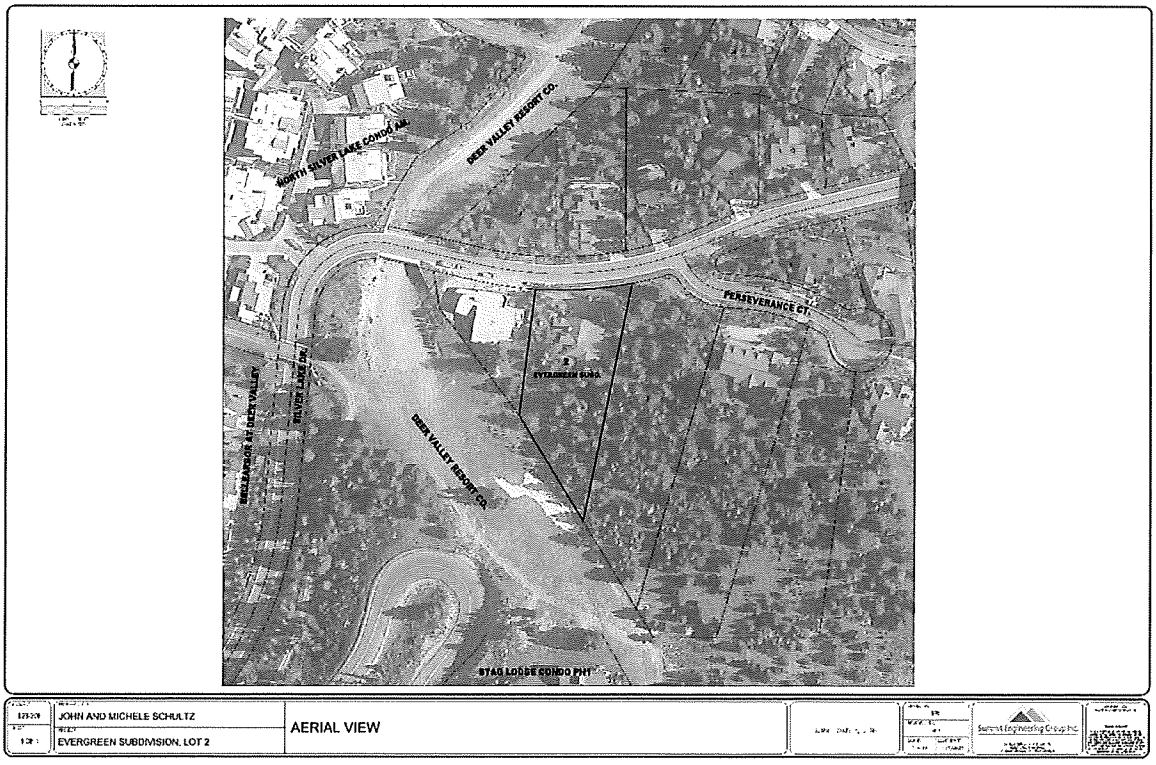


Figure 3- Aerial View of a Portion of Evergreen Subdivision with Lot 2 outlined.

6. Designated Vantage Points

This portion of the analysis is deemed not applicable, as the site is part of an existing subdivision and fully constructed. Consequently, no vantage point photos are provided for this plat amendment.

7. Wetlands

Evergreen Lot 2 is on the side of a mountain with steep slopes (See Figure 3). Wetlands studies were provided as part of the Evergreen Subdivision preliminary and final applications and approvals. There are no wetlands in this area. No additional wetlands studies are deemed necessary for this plat amendment.

8. Stream Corridors, Canals, and Irrigation Ditches

Evergreen Lot 2 is part of an existing subdivision and fully constructed. No stream corridors or canals or irrigation ditches exist on site. See Figure 3.

9. Wildlife Habitat Areas

Evergreen Lot 2 as part of an existing subdivision and has had all necessary wildlife habitat studies performed as part of the preliminary and final subdivision applications and approvals. There are no changes to the property that will affect existing wildlife in this erea of Deer Valley. No additional wildlife studies are provided for this plat amendment.

B. Additional Information and Study Requirements

1. Fire Protection Report

Evergreen Lot 2, as part of the existing Evergreen Subdivision, has had all necessary fire protection studies performed as part of the preliminary and final subdivision applications and approvals. No additional fire protection studies are deemed necessary for this plat amendment.

2. Hydrological Report

Evergreen Lot 2 as part of the existing Evergreen Subdivision and has had all necessary hydrological studies performed as part of the preliminary and final subdivision applications and approvals. No additional groundwater levels, drainage channels and systems or base flood elevation studies are deemed necessary for this plat amendment.

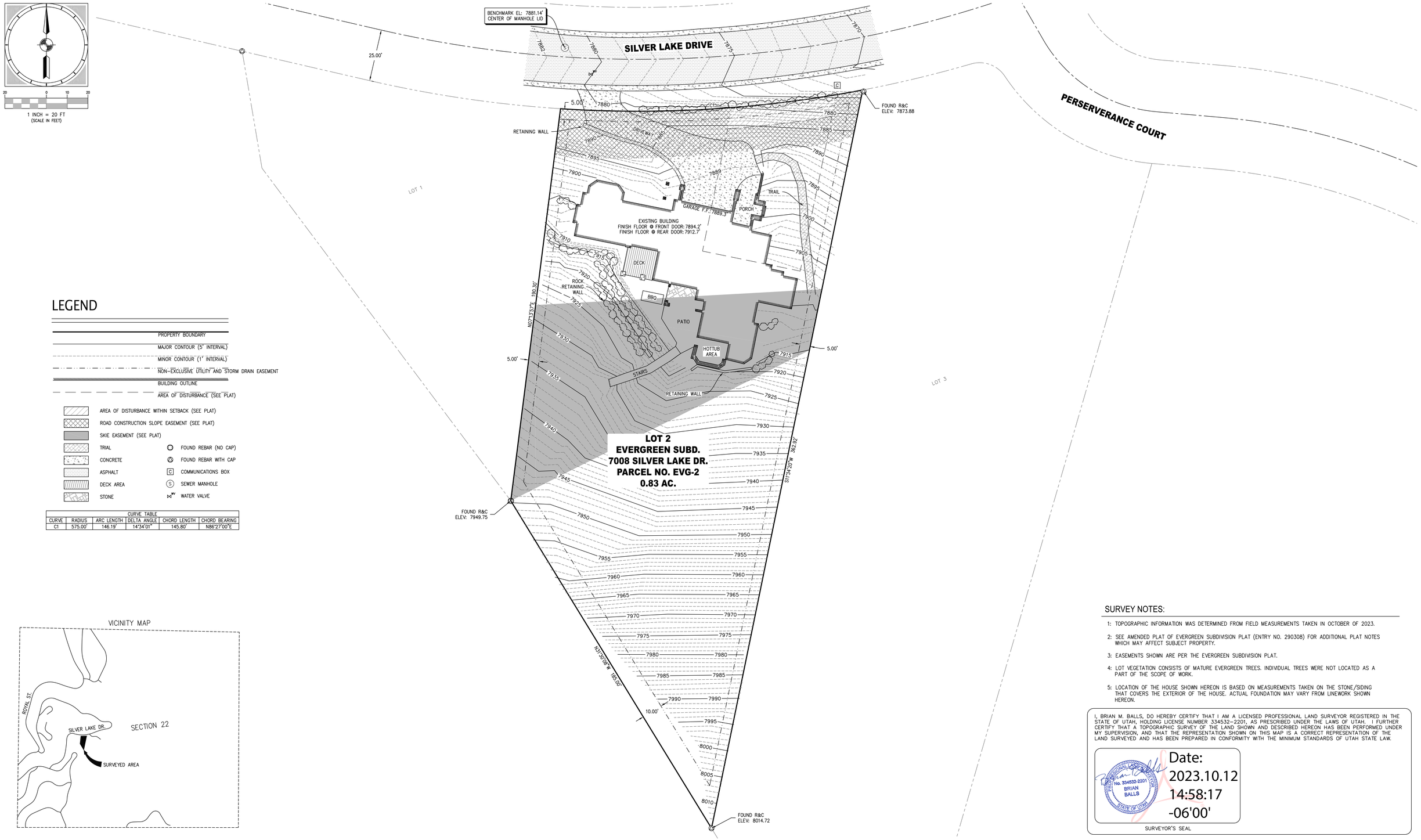
Conclusion

Since Evergreen Lot 2 is part of the existing Evergreen Subdivision, which is a fully approved and constructed subdivision, most of the items in this required Sensitive Lands Analysis were previously submitted as part of the preliminary and final approval applications or are not applicable for this proposed plat amendment process with Park City. The house on the property was built 30 years ago with a building permit issued by Park City. No additional findings as part of the proposed plat amendment contradict the original approvals for the subdivision.

Sincerely,



Michael P. Johnston, S.E.
Atwell, LLC
Heber City, UT



LEGEND

- PROPERTY BOUNDARY
- MAJOR CONTOUR (5' INTERVAL)
- MINOR CONTOUR (1' INTERVAL)
- NON-EXCLUSIVE UTILITY AND STORM DRAIN EASEMENT
- BUILDING OUTLINE
- AREA OF DISTURBANCE (SEE PLAT)
- AREA OF DISTURBANCE WITHIN SETBACK (SEE PLAT)
- ROAD CONSTRUCTION SLOPE EASEMENT (SEE PLAT)
- SKIE EASEMENT (SEE PLAT)
- TRIAL
- CONCRETE
- ASPHALT
- DECK AREA
- STONE
- FOUND REBAR (NO CAP)
- FOUND REBAR WITH CAP
- COMMUNICATIONS BOX
- SEWER MANHOLE
- WATER VALVE

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	575.00'	146.19'	14°34'01"	145.80'	N86°27'00"E

VICINITY MAP

SURVEY NOTES:

1: TOPOGRAPHIC INFORMATION WAS DETERMINED FROM FIELD MEASUREMENTS TAKEN IN OCTOBER OF 2023.

2: SEE AMENDED PLAT OF EVERGREEN SUBDIVISION PLAT (ENTRY NO. 290308) FOR ADDITIONAL PLAT NOTES WHICH MAY AFFECT SUBJECT PROPERTY.

3: EASEMENTS SHOWN ARE PER THE EVERGREEN SUBDIVISION PLAT.

4: LOT VEGETATION CONSISTS OF MATURE EVERGREEN TREES. INDIVIDUAL TREES WERE NOT LOCATED AS A PART OF THE SCOPE OF WORK.

5: LOCATION OF THE HOUSE SHOWN HEREON IS BASED ON MEASUREMENTS TAKEN ON THE STONE/SIDING THAT COVERS THE EXTERIOR OF THE HOUSE. ACTUAL FOUNDATION MAY VARY FROM LINEWORK SHOWN HEREON.

I, BRIAN M. BALLS, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF UTAH, HOLDING LICENSE NUMBER 334532-2201, AS PRESCRIBED UNDER THE LAWS OF UTAH. I FURTHER CERTIFY THAT A TOPOGRAPHIC SURVEY OF THE LAND SHOWN AND DESCRIBED HEREON HAS BEEN PERFORMED UNDER MY SUPERVISION, AND THAT THE REPRESENTATION SHOWN ON THIS MAP IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS OF UTAH STATE LAW.

No. 334532-2201
BRIAN BALLS
STATE OF UTAH

Date: 2023.10.12 14:58:17 -06'00'

SURVEYOR'S SEAL

PROJECT: L23-206	PREPARED FOR: JOHN AND MICHELE SCHULTZ	TOPOGRAPHIC SURVEY	LOCATED IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SLB&M
SHEET: 1 OF 1	PROJECT: EVERGREEN SUBDIVISION, LOT 2		SUMMIT COUNTY, UTAH

DRAWN BY: BRM
REVIEWED BY: BMB
SCALE: 1" = 20'
ISSUE DATE: 10/10/2023

Summit Engineering Group Inc.
55 WEST CENTER • P.O. BOX 176
HEBER CITY, UTAH 84032
P: 435-654-9229 • F: 435-654-9231

COPYRIGHT ©2023
SUMMIT ENGINEERING GROUP, INC.

DRAWING ALTERATION
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF THE PROFESSIONAL LAND SURVEYOR TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.

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 authority of the owners, I have made a survey of the tract of land shown on this plat and described, and have subdivided said tract of land into lots and streets, hereafter to be known as Evergreen and that same has been correctly surveyed and staked on the ground as shown on this plat.

James G. West — May 14, 1988 — Date

BOUNDARY DESCRIPTION

Beginning at a point which is North 1519.85 feet and East 830.77 feet from the southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the northerly right-of-way of Royal Street East as dedicated, said point also being on a 2275.83 foot radius curve to the left (center bears South 15° 34' 41" West 2275.83 feet of which the central angle is 00° 34' 52"); thence northwesterly along the arc of said curve and along said right-of-way 23.08 feet to a point on 797.95 foot radius curve to the right (center bears North 14° 59' 49" East 797.95 feet of which the central angle is 00° 08' 38"); thence northeasterly along said right-of-way of Royal Street East and along the arc of said curve 2.00 feet to a point on the northerly right-of-way of SILVER LAKE DRIVE the following eight calls being along said right-of-way;
1) thence North 20° 00' 00" East 15.00 feet to a point on a 95.00 foot radius curve to the right (center bears South 70° 00' 00" East 95.00 feet of which the central angle is 70° 00' 00");
2) thence northeasterly along the arc of said curve 116.06 feet to a point on a 200.17 foot radius curve to the left (center bears North 200.17 feet of which the central angle is 50° 00' 00");
3) thence northeasterly along the arc of said curve 174.68 feet;
4) thence North 40° 00' 00" East 59.61 feet to a point on a 499.69 foot radius curve to the left (center bears North 50° 00' 00" West 499.69 feet of which the central angle is 35° 00' 00");
5) thence northeasterly along the arc of said curve 305.24 feet;
6) thence North 05° 00' 00" East 285.00 feet to a point on a 140.00 foot radius curve to the right (center bears South 85° 00' 00" East 140.00 feet of which the central angle is 98° 00' 00");
7) thence northeasterly along the arc of said curve 239.46 feet;
8) thence South 77° 00' 00" East 70.00 feet;
thence North 46° 14' 41" East 327.87 feet;
thence North 32° 00' 00" East 259.20 feet to a point on the southerly right-of-way of SILVER LAKE DRIVE said point being on a 225.00 foot radius curve to left (center bears South 13° 10' 07" West 225.00 feet of which the central angle is 06° 40' 07") the following two calls being along said right-of-way;
1) thence northwesterly along the arc of said curve 26.19 feet;
2) thence North 83° 30' 00" West 65.00 feet;
thence South 39° 46' 57" West 175.00 feet;
thence North 74° 09' 21" West 90.54 feet; thence North 60° 44' 10" West 116.16 feet; thence North 23° 36' 31" East 156.70 feet, to a point on the southerly right-of-way of SILVER LAKE DRIVE the following nine calls being along said right-of-way;
1) thence North 53° 30' 00" West 143.15 feet to a point on a 1175.00 foot radius curve to the right (center bears South 36°30'00" West 1175.00 feet of which the central angle is 14°00'00");
2) thence northwesterly along the arc of said curve 287.11 feet;
3) thence North 67° 30' 00" West 178.98 feet to a point on a 265.00 foot radius to the left (center bears South 22° 30' 00" West 265.00 feet of which the central angle is 97° 30' 00");
4) thence southwesterly along the arc of said curve 450.95 feet;
5) thence South 15° 00' 00" West 378.08 feet to a point on a 475.00 foot radius curve to the left (center bears South 75° 00' 00" East 475.00 feet of which the central angle is 37° 00' 00");
6) thence southeasterly along the arc of said curve 306.74 feet;
7) thence South 22° 00' 00" East 428.60 feet to a point on a 95.00 foot radius curve to the right (center bears South 68° 00' 00" West 95.00 feet of which the central angle is 150° 15' 00");
8) thence southwesterly along the arc of said curve 249.12 feet;
9) thence North 51° 45' 00" West 12.86 feet to a point on the easterly right-of-way of ROYAL STREET as dedicated, said point also being on a 115.00 foot radius curve to the left (center bears North 38° 55' 50" West 115.00 feet of which the central angle is 25° 06' 43");
thence Northeasterly along the arc of said curve and said right-of-way 50.40 feet to a point on the northerly right-of-way of SILVER LAKE DRIVE the following eight calls being along said right-of-way:
1) thence South 51° 45' 00" East 12.63 feet to a point on a 45.00 foot radius curve to the left (center bears North 38° 15' 00" East 45.00 feet of which the central angle is 150° 15' 00");
2) thence northeasterly along the arc of said curve 118.00 feet;
3) thence North 22° 00' 00" West 428.60 feet to a point on a 525.00 foot radius curve to the right (center bears North 68° 00' 00" East 525.00 feet of which the central angle is 37° 00' 00");
4) thence northwesterly along the arc of said curve 339.03 feet;
5) thence North 15° 00' 00" East 378.08 feet to a point on a 315.00 foot radius curve to the right (center bears South 75° 00' 00" East 315.00 feet of which the central angle is 97° 30' 00");
6) thence northeasterly along the arc of said curve 536.03 feet;
7) thence South 67° 30' 00" East 178.98 feet to a point on a 1225.00 foot radius to the right (center bears South 22° 30' 00" West 1225.00 feet of which the central angle is 05° 51' 27");
8) thence southeasterly along the arc of said curve 125.24 feet to a point on the northerly right-of-way of Oak Court, said point also being on a 14.50 foot radius curve to the left (center bears North 28° 21' 27" East 14.50 feet of which the central angle is 68° 29' 28"), the following eight calls being along said northerly right-of-way;
1) thence northeasterly along the arc of said curve 17.33 feet to a point on a 90.00 foot radius curve to the right (center bears South 40° 08' 01" East 90.00 feet of which the central angle is 64° 08' 01");
2) thence northeasterly along the arc of said curve 100.74 feet;
3) thence South 66° 00' 00" East 75.00 feet to a point on a 150.00 foot radius curve to the left (center bears North 24° 00' 00" East 150.00 feet of which the central angle is 59° 30' 00");
4) thence northeasterly along the arc of said curve 155.77 feet;
5) thence North 54° 30' 00" East 97.00 feet to a point on a 400.00 foot radius curve to the right (center bears South 35° 30' 00" East 400.00 feet of which the central angle is 10° 46' 42");
6) thence northeasterly along the arc of said curve 75.25 feet to a point on a 17.50 foot radius curve to the left (center bears North 24° 43' 18" West 17.50 feet of which the central angle is 46° 01' 51");
7) thence northeasterly along the arc of said curve 14.06 feet to a point on a 400.00 foot radius curve to the right (center bears South 70° 45' 09" East 48.00 feet of which the central angle is 41° 54' 10");
8) thence northeasterly along the arc of said curve 35.10 feet; thence North 28° 51' 01" West 62.58 feet; thence North 58° 30' 58" East 116.83 feet;
Thence North 81° 30' 19" East 233.96 feet;
Thence South 24° 33' 04" West 76.27 feet;
thence South 33° 30' 00" West 300.00 feet;
thence South 25° 25' 46" West 247.00 feet to a point on the northerly right-of-way of Evergreen Drive, the following two calls being along said right-of-way;
1) thence South 83° 30' 00" East 40.00 feet to a point on a 275.00 foot radius curve to the right (center bears South 06° 30' 00" West 275.00 feet of which the central angle is 10° 11' 11");
2) thence southeasterly along the arc of said curve 48.89 feet;
thence North 32° 00' 00" East 318.62 feet;
thence North 42° 00' 00" East 225.00 feet;
thence North 63° 25' 24" East 83.84 feet;
thence South 05° 00' 00" West 390.00 feet;
thence South 05° 30' 00" East 172.05 feet;
thence South 12° 00' 00" West 100.00 feet to a point on the no.therly right-of-way of Evergreen Drive;
thence East 63.85 feet along said right-of-way; thence North 19° 59' 54" East 240.00 feet;
thence South 59° 33' 15" East 157.81 feet;
thence South 202.42 feet;
thence South 25° 00' 00" West 355.93 feet;
thence West 80.00 feet;
thence North 18° 56' 41" West 141.92 feet to a point on the southerly right-of-way of Evergreen Drive;
thence South 76° 30' 00" West 60.27 feet along said right-of-way;
thence South 06° 49' 45" East 218.35 feet;
thence South 435.00 feet;
thence South 89° 59' 52" West 403.00 feet;
thence North 31° 30' 08" West 390.00 feet;
thence North 36° 42' 46" West 200.00 feet;
thence North 09° 37' 00" West 57.12 feet to the southerly right-of-way of Evergreen Drive, the following eight calls being along said right-of-way:
1) thence North 77° 00' 00" West 70.00 feet to a point on a 90.00 foot radius curve to the left (center bears South 13° 00' 00" West 90.00 feet of which the central angle is 98° 00' 00");
2) thence southwesterly along the arc of said curve 153.94 feet;
3) thence South 05° 00' 00" West 285.00 feet to a point on a 549.69 foot radius curve to the right (center bears North 85° 00' 00" West 549.69 feet of which the central angle is 35° 00' 00");
4) thence southwesterly along the arc of said curve 335.79 feet;
5) thence South 40° 00' 00" West 59.61 feet to a point on a 250.17 foot radius curve to the right (center bears North 50° 00' 00" West 250.17 feet of which the central angle is 50° 00' 00");
6) thence southwesterly along the arc of said curve 218.32 feet to a point on a 45.00 foot radius curve to the left (center bears South 45.00 feet of which the central angle is 70° 00' 00");
7) thence southwesterly along the arc of said curve 54.98 feet;
8) thence South 20° 00' 00" West 11.14 feet ;o a point on the aforementioned northerly right-of-way of Royal Street East, said point also being on a 2275.83 foot radius curve to the left (center bears South 16° 12' 33" West 2275.83 feet of which the central angle is 00° 37' 52");
thence northwesterly along the arc of said curve and right-of-way 25.07 feet to the point of beginning.

Contains 27.89 acres, more or less.

Excepting therefrom the following parcel:

Beginning at a point which is North 2497.44 feet and East 2197.38 feet from the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the northerly right-of-way line of Silver Lake Drive; thence North 28°30'29" West 85.975 feet; thence North 43°44'19" East 111.65 feet to a point on the southerly right-of-way line of Silver Lake Drive; thence East 54.40 feet along said right-of-way line; thence South 13°01'57" West 146.16 feet to a point on the northerly right-of-way line of Silver Lake Drive; thence South 76°30'00" West 59.24 feet along said right-of-way line to the point of beginning.

Contains 0.29 acres, more or less.

Total net acreage is 27.60 acres, more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: That Deer Valley Resort Company, a Utah Limited Partnership, the owner of the herein described tract of land, hereby causes the same to be divided into lots and streets, as set forth in the above plat, hereafter to be known as Evergreen, an amended subdivision, subject to the declaration of covenants, conditions and restrictions, and reservation of easements for Evergreen, an amended subdivision, which will be recorded in the offices of the County Recorder of Summit County, Utah, concurrently with the recording of this plat.

Also, the owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Sewer Improvement District, Park City Fire Protection District, and Summit County, a non-exclusive easement over the streets, driveways and utility easements shown on the this plat for the purpose of providing access for utility maintenances and to provide emergency services to said Evergreen.

EXECUTED this 16 day of MAY, 1988

DEER VALLEY RESORT COMPANY
BY ROYAL STREET OF UTAH, INC., General Partner

BY _____
Vice President

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SUMMIT

On the 16th day of May, 1988, personally appeared before me Lawrence S. Stiers, who, being by me duly sworn, did say that he is the Vice President of Royal Street of Utah, Inc., Utah Corporation, which is General partner of Deer Valley Resort Company, a Utah Limited Partnership, and that the within and foregoing Owner's Dedication and Consent to Record was signed on behalf of said corporation and such general partner, and said Lawrence S. Stiers, duly acknowledged to me that this partnership executed the same.

Annis E. Woods
Notary Public
My Commission Expires 8-30-91
Residing at Park City, UT 84060

NOTARY PUBLIC ANNIS E. WOODS STATE OF UTAH

NORTH
SCALE 1" : 100'

EAST 830.77'
EAST 1/4 COR. SEC. 21 T.2S., R.4E., S.L.B.&M. Alum. Cap
NORTH 1519.85'
N 0°04'31" E BASIS OF BEARING
SOUTHWEST COR. SEC. 22 T.2S., R.4E., S.L.B.&M. Brass Cap

SECTION TIE DETAIL

LEGEND
- 5/8" IRON ROD SET
- STREET MONUMENTS

NOTES

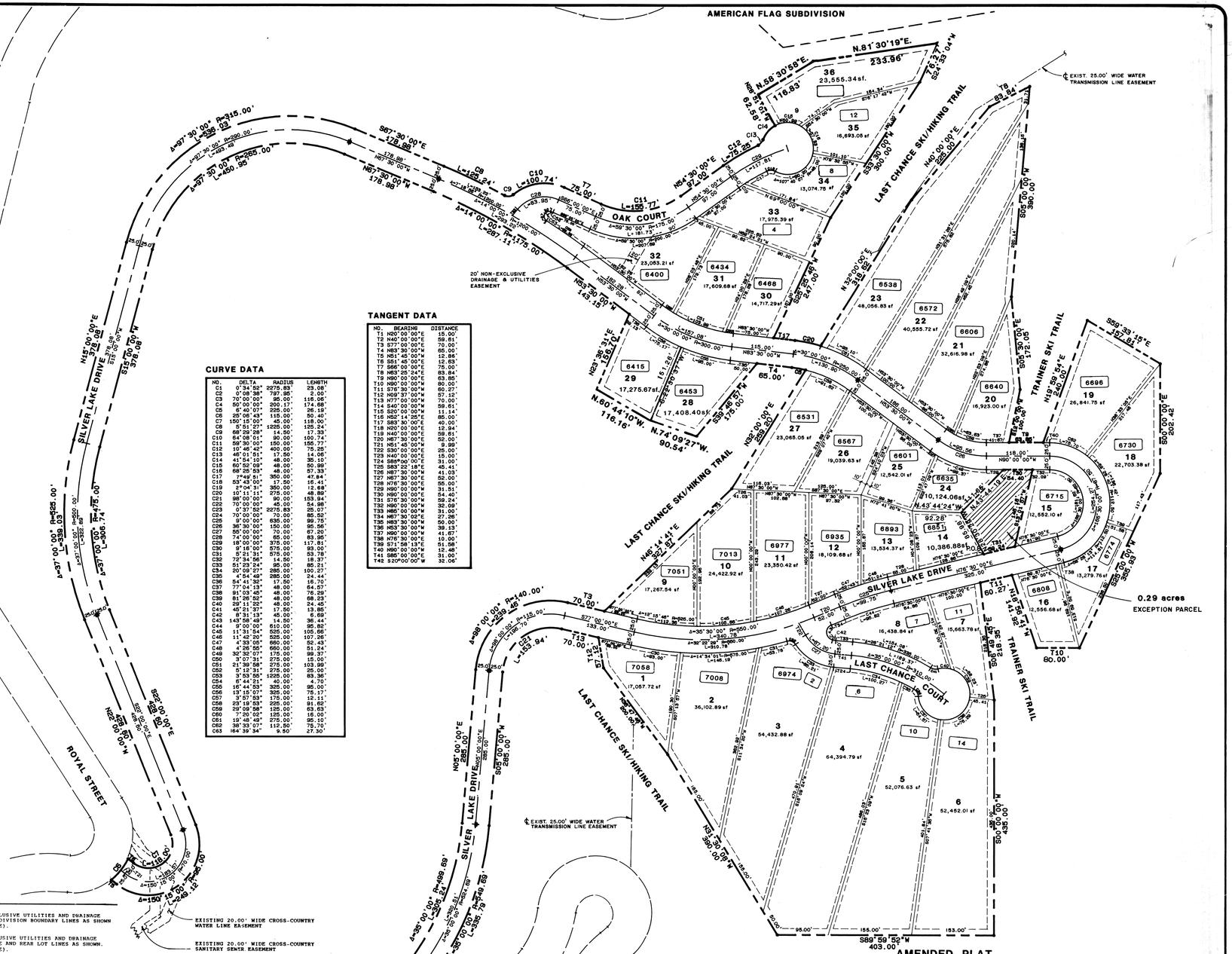
1. 10.0 FOOT WIDE NON-EXCLUSIVE UTILITIES AND DRAINAGE EASEMENT ALONG ALL SUBDIVISION BOUNDARY LINES AS SHOWN (UNLESS NOTED OTHERWISE).
2. 5.0 FOOT WIDE NON-EXCLUSIVE UTILITIES AND DRAINAGE EASEMENT ALONG ALL SIDE AND REAR LOT LINES AS SHOWN. (UNLESS NOTED OTHERWISE).
3. 5.0 FOOT WIDE NON-EXCLUSIVE UTILITIES AND SNOW STORAGE EASEMENT ALONG ALL FRONT LOT LINES AS SHOWN. (UNLESS NOTED OTHERWISE).
4. SEE SHEET 2 FOR ADDITIONAL EASEMENTS.
5. LOTS 19, 20, 21, 22, and 23 REQUIRE SEWER EJECTOR PUMPS.
6. EACH HOUSE MUST INSTALL AN INDIVIDUAL PRESSURE REDUCER VALVE.
7. SNOW PLOWING BY THE CITY MAY NOT OCCUR UNTIL CERTAIN CRITERIA ARE MET; REFER TO THE CONDITIONS OF PLANNING COMMISSION APPROVAL DATED OCTOBER 22, 1986.
8. THE SYMBOL 6893 INDICATES THE STREET ADDRESS FOR EACH LOT AS SHOWN.

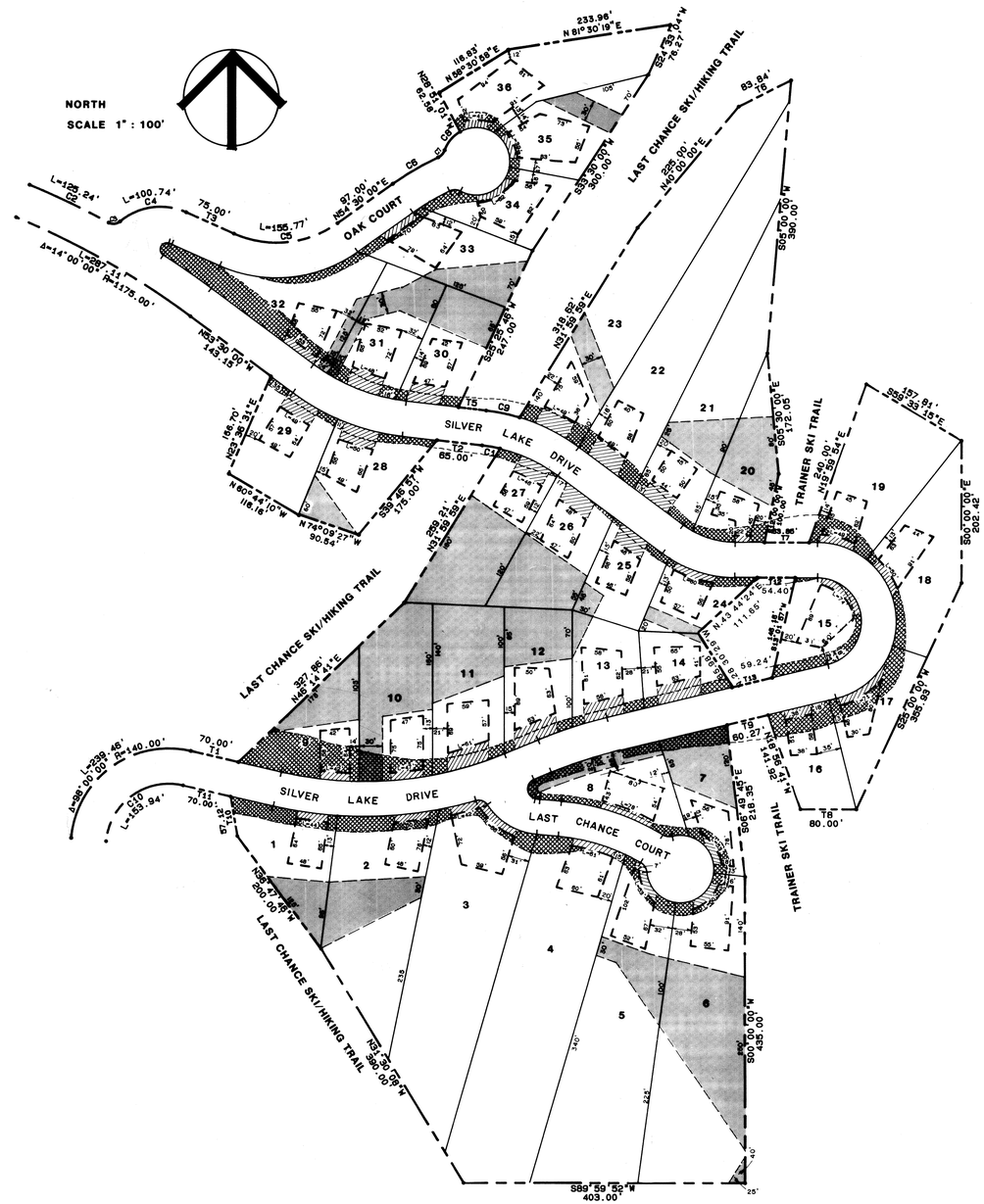
CURVE DATA

NO.	DELTA	RADIUS	LENGTH
C1	0°34'52"	2275.83'	23.08'
C2	0°08'38"	797.95'	2.00'
C3	70°00'00"	95.00'	116.06'
C4	35°00'00"	200.17'	174.68'
C5	6°40'07"	225.00'	26.19'
C6	5°51'27"	1225.00'	125.24'
C7	150°15'00"	45.00'	118.00'
C8	9°51'01"	1225.00'	125.24'
C9	68°29'28"	14.50'	17.33'
C10	64°08'01"	90.00'	100.74'
C11	59°30'00"	150.00'	155.77'
C12	10°46'42"	400.00'	75.25'
C13	46°01'51"	17.50'	14.06'
C14	41°54'10"	48.00'	35.10'
C15	60°52'09"	48.00'	50.99'
C16	98°00'00"	90.00'	153.94'
C17	7°49'51"	350.00'	47.84'
C18	53°43'30"	17.50'	16.41'
C19	8°04'31"	350.00'	12.68'
C20	98°00'00"	90.00'	153.94'
C21	35°00'00"	549.69'	335.79'
C22	0°37'52"	2275.83'	25.07'
C23	70°00'00"	70.00'	85.52'
C24	5°51'27"	1225.00'	125.24'
C25	36°30'00"	150.00'	95.56'
C26	50°00'00"	250.17'	218.32'
C27	74°00'00"	85.00'	83.95'
C28	18°00'00"	378.00'	117.81'
C29	9°16'00"	575.00'	93.00'
C30	5°21'31"	575.00'	53.78'
C31	75°34'56"	14.50'	18.37'
C32	51°23'24"	95.00'	85.21'
C33	20°09'27"	285.00'	100.27'
C34	4°54'48"	285.00'	24.44'
C35	54°41'32"	17.50'	16.70'
C36	77°04'13"	48.00'	64.57'
C37	91°03'45"	48.00'	76.29'
C38	91°26'50"	48.00'	76.63'
C39	29°11'22"	48.00'	24.45'
C40	6°15'19"	47.50'	5.18'
C41	8°31'13"	45.00'	6.69'
C42	143°58'00"	14.50'	36.44'
C43	11°31'54"	615.00'	123.77'
C44	11°31'54"	525.00'	105.66'
C45	11°31'54"	525.00'	107.26'
C46	4°33'05"	660.00'	52.43'
C47	4°26'55"	660.00'	51.24'
C48	92°32'07"	175.00'	99.37'
C49	3°07'31"	275.00'	15.00'
C50	21°39'58"	275.00'	103.99'
C51	5°12'31"	275.00'	25.00'
C52	3°53'55"	1225.00'	83.36'
C53	6°44'21"	40.00'	4.70'
C54	16°44'53"	325.00'	95.00'
C55	13°15'07"	325.00'	75.17'
C56	13°15'07"	175.00'	40.11'
C57	23°19'53"	225.00'	91.62'
C58	29°09'58"	125.00'	63.63'
C59	7°20'02"	125.00'	16.00'
C60	19°48'48"	275.00'	95.10'
C61	38°33'07"	112.50'	75.70'
C62	164°39'54"	9.50'	27.30'

TANGENT DATA

NO.	BEARING	DISTANCE
T1	N00°00'00"E	15.00'
T2	N40°00'00"E	59.61'
T3	N77°00'00"W	70.00'
T4	N83°30'00"W	65.00'
T5	N06°30'00"E	85.00'
T6	S51°45'00"E	12.63'
T7	N83°30'00"W	40.00'
T8	N83°25'24"E	83.84'
T9	N90°00'00"W	63.85'
T10	N90°00'00"W	80.00'
T11	S76°30'00"W	60.27'
T12	N09°37'00"W	57.12'
T13	N77°00'00"W	70.00'
T14	S40°00'00"W	59.61'
T15	S20°00'00"W	11.14'
T16	N06°30'00"E	85.00'
T17	S83°30'00"E	40.00'
T18	N00°00'00"E	12.94'
T19	N40°00'00"E	59.61'
T20	N67°30'00"W	100.74'
T21	N51°45'00"W	9.99'
T22	S83°30'00"E	75.25'
T23	N40°00'00"E	15.00'
T24	S89°59'52"W	80.10'
T25	S83°22'18"E	45.41'
T26	S83°30'00"E	57.33'
T27	N67°30'00"E	52.00'
T28	N76°30'00"E	55.00'
T29	N76°30'00"E	51.51'
T30	N90°00'00"E	54.40'
T31	S83°30'00"W	59.24'
T32	N90°00'00"E	32.09'
T33	N85°00'00"W	31.00'
T34	N67°30'00"E	27.26'
T35	N83°30'00"W	50.00'
T36	N53°30'00"W	39.13'
T37	N90°00'00"E	67.20'
T38	N76°30'00"E	10.00'
T39	S71°58'13"E	51.58'
T40	N90°00'00"E	12.48'
T41	S85°00'00"E	31.00'
T42	S20°00'00"W	32.06'


AMERICAN FLAG SUBDIVISION
N.81°30'19"E. 233.96'
N.58°30'58"E. 116.83'
N.28°51'01"W. 62.58'
S.24°33'04"W. 76.27'
EXIST. 25.00' WIDE WATER TRANSMISSION LINE EASEMENT
OAK COURT
20' NON-EXCLUSIVE DRAINAGE & UTILITIES EASEMENT
LAST CHANCE SKI/HIKING TRAIL
TRAINER SKI TRAIL
ROYAL STREET
SILVER LAKE DRIVE
ROYAL STREET EAST
EXISTING 20.00' WIDE CROSS-COUNTRY WATER LINE EASEMENT
EXISTING 20.00' WIDE CROSS-COUNTRY SANITARY SEWER EASEMENT
(SEE SECTION TIE DETAIL)
P.O.B.
0.29 acres EXCEPTION PARCEL
1 17,057.72 sf
2 36,102.89 sf
3 54,432.88 sf
4 64,394.79 sf
5 52,076.63 sf
6 52,452.01 sf
7 15,663.78 sf
8 16,438.84 sf
9 17,267.54 sf
10 24,422.92 sf
11 23,350.42 sf
12 18,109.48 sf
13 13,534.37 sf
14 10,386.88 sf
15 12,552.10 sf
16 2,556.68 sf
17 13,279.76 sf
18 22,703.39 sf
19 26,841.75 sf
20 16,923.00 sf
21 32,616.98 sf
22 40,555.72 sf
23 48,056.83 sf
24 10,124.06 sf
25 12,542.01 sf
26 19,039.63 sf
27 23,065.05 sf
28 17,408.40 sf
29 17,275.67 sf
30 14,717.29 sf
31 17,609.68 sf
32 23,083.21 sf
33 17,975.39 sf
34 13,074.75 sf
35 16,693.05 sf
36 23,555.34 sf
N.45°44'24"W. 141.52'
N.39°59'54"E. 240.00'
S.89°59'52"W. 403.00'
N.32°00'00"E. 318.62'
N.42°00'00"E. 225.00'
N.63°25'24"E. 83.84'
S.05°00'00"W. 390.00'
S.05°30'00"E. 172.05'
S.12°00'00"W. 100.00'
N.19°59'54"E. 240.00'
S.59°33'15"E. 157.81'
S.25°00'00"W. 355.93'
S.435.00'
N.31°30'08"W. 390.00'
N.36°42'46"W. 200.00'
N.09°37'00"W. 57.12'
N.77°00'00"W. 70.00'
N.83°30'00"W. 143.15'
N.23°36'31"E. 156.70'
N.60°44'10"W. 116.16'
N.74°09'27"W. 90.54'
S.39°46'57"W. 175.00'
N.53°30'00"W. 65.00'
N.83°30'00"W. 65.00'
N.06°30'00"E. 85.00'
S.83°30'00"E. 40.00'
N.00°00'00"E. 12.94'
N.40°00'00"E. 59.61'
N.67°30'00"W. 100.74'
N.51°45'00"W. 9.99'
S.83°30'00"E. 75.25'
N.40°00'00"E. 15.00'
S.89°59'52"W. 80.10'
S.83°22'18"E. 45.41'
S.83°30'00"E. 57.33'
N.67°30'00"E. 52.00'
N.76°30'00"E. 55.00'
N.76°30'00"E. 51.51'
N.90°00'00"E. 54.40'
S.83°30'00"W. 59.24'
N.90°00'00"E. 32.09'
N.85°00'00"W. 31.00'
N.67°30'00"E. 27.26'
N.83°30'00"W. 50.00'
N.53°30'00"W. 39.13'
N.90°00'00"E. 67.20'
N.76°30'00"E. 10.00'
S.71°58'13"E. 51.58'
N.90°00'00"E. 12.48'
S.85°00'00"E. 31.00'
S.20°00'00"W. 32.06'
N.90°00'00"E. 140.00'
N.20°00'00"E. 15.00'
N.70°00'00"E. 95.00'
S.22°00'00"E. 428.60'
S.68°00'00"E. 95.00'
S.51°45'00"E. 12.63'
N.38°15'00"E. 45.00'
N.22°00'00"W. 428.60'
N.68°00'00"W. 525.00'
N.15°00'00"E. 378.08'
N.75°00'00"E. 315.00'
S.67°30'00"E. 178.98'
N.67°30'00"W. 178.98'
N.15°00'00"E. 378.08'
N.75°00'00"W. 475.00'
N.22°00'00"W. 428.60'
S.68°00'00"E. 525.00'
S.22°00'00"E. 428.60'
S.68°00'00"E. 95.00'
N.51°45'00"W. 12.86'
N.38°55'50"W. 115.00'
S.51°45'00"E. 12.63'
N.38°15'00"E. 45.00'
N.22°00'00"W. 428.60'
N.68°00'00"W. 525.00'
N.15°00'00"E. 378.08'
N.75°00'00"W. 315.00'
S.67°30'00"E. 178.98'
N.67°30'00"W. 178.98'
N.15°00'00"E. 378.08'
N.75°00'00"W. 475



CURVE DATA

NO.	DELTA	RADIUS	LENGTH
C1	6°40'07"	225.00'	26.19'
C2	5°51'27"	1225.00'	125.24'
C3	68°29'28"	14.50'	17.33'
C4	64°08'01"	90.00'	100.74'
C5	59°30'00"	150.00'	155.77'
C6	10°46'42"	400.00'	75.25'
C7	46°01'51"	17.50'	14.06'
C8	41°54'10"	48.00'	35.10'
C9	10°11'11"	275.00'	48.89'
C10	98°00'00"	90.00'	153.94'

TANGENT DATA

NO.	BEARING	DISTANCE
T1	S77°00'01"E	70.00'
T2	N83°30'01"W	65.00'
T3	S66°00'00"E	75.00'
T5	S83°29'59"E	40.00'
T6	N63°25'24"E	83.84'
T7	N90°00'00"E	63.85'
T8	N90°00'00"W	80.00'
T9	S76°30'00"W	60.27'
T10	N09°37'00"W	57.12'
T11	N77°00'00"W	70.00'
T12	N90°00'00"E	54.40'
T13	S76°30'00"W	59.24'

BUILDING SETBACKS

LOT NUMBER	REQUIRED FRONTYARD SETBACK
1	10'
2	10'
3	10'
4	10'
5	10'
6	10'
7	10'
8	10'
9	10'
10	10'
11	25'
12	25'
13	25'
14	25'
15	10'
16	10'
17	10'
18	10'
19	10'
20	10'
21	25'
22	25'
23	25'
24	10'
25	25'
26	25'
27	25'
28	25'
29	25'
30	25'
31	25'
32	10'
33	10'
34	10'
35	10'
36	10'

LEGEND

- 5/8 IRON ROD SET
- LOT LINE
- ROAD CONSTRUCTION SLOPE EASEMENT
- AREA OF DISTURBANCE WITHIN SETBACK
- SKI EASEMENT
- AREA OF DISTURBANCE (35' × 80' × 35' × 80')

AMENDED PLAT

of

EVERGREEN

SHEET 2 of 2

ENTRY # 290308
5-17-88
TIME 8:38

J.J.Johnson & Associates
Park Meadows Plaza,
Highway 248
Park City, Utah 84060
(801) 649-9811

EVERGREEN

Ms Zollinger,
It has been brought to our attention by our builder, Magelby, that the Planning Commission needs further information concerning an HOA in our neighborhood (Evergreen). When we bought the house at 7008 Silver Lake Drive in 2019 there was not an HOA. I contacted our realtor for more information and this is what she said:

She looked at the recent Evergreen sales on the MLS, and no homes have an HOA listed. The realtor also called the title company, and the title company confirmed that they don't have any HOA info and that the sales they've closed in recent years have not had an HOA contact. Our realtor also looked on the state website for HOA registration, and looked up Evergreen. There are no current HOA registrations for Evergreen in Park City.

In addition, I called the Building Office in Park City. The woman that I spoke with looked up Evergreen, and she said there was not an HOA listed and did not see an Architectural Review Committee. (She said that the Architectural Committee would fall under the HOA)

I hope this information is helpful with the question of the HOA and the Architectural Review Committee.

Thank you!
Michele & John Schultz

Planning Commission
Staff Report

Subject: **1850 Sidewinder Drive**
Park City Surgical & Medical Plaza Condominium
Application: **PL-24-06072**
Author: **Spencer Cawley, Planner II**
Date: **April 10, 2024**
Type of Item: **Plat Amendment**

Recommendation

(I) Review the proposed amendment to the Park City Surgical and Medical Plaza Condominium Plat to combine Units 320 and 420 (office space within 1850 Sidewinder Drive), (II) hold a public hearing, and (III) consider approving the Plat Amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in the draft Final Action Letter (Exhibit A).

Description

Applicant:	Park City Surgical and Medical Plaza Association, Inc. Alliance Engineering, Applicant Representative
Location:	1850 Sidewinder Drive
Zoning District:	General Commercial Frontage Protection Zone
Adjacent Land Uses:	Commercial Multi-Unit Residential
Reason for Review:	The Planning Commission reviews Plat Amendments and takes Final Action[1]

FPZ Frontage Protection Zone
LMC Land Management Code

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

Background

The Park City Surgical and Medical Plaza Condominium includes two buildings constructed in 1998 within the Prospector Square neighborhood, 1820 and 1850 Sidewinder Drive. 1820 Sidewinder Drive is a three-story ambulatory surgical center (Units 100, 110, and 120). 1850 Sidewinder Drive is a two-story office building (Units

[1] LMC § 15-12-15(B)(9)

310, 320, 410, and 420) with underground parking. A large surface-level parking lot is between the two buildings. The proposed amendment combines the office spaces within Units 320 and 420 at 1850 Sidewinder Drive.



Figure 1 1850 Sidewinder Drive Looking Northeast

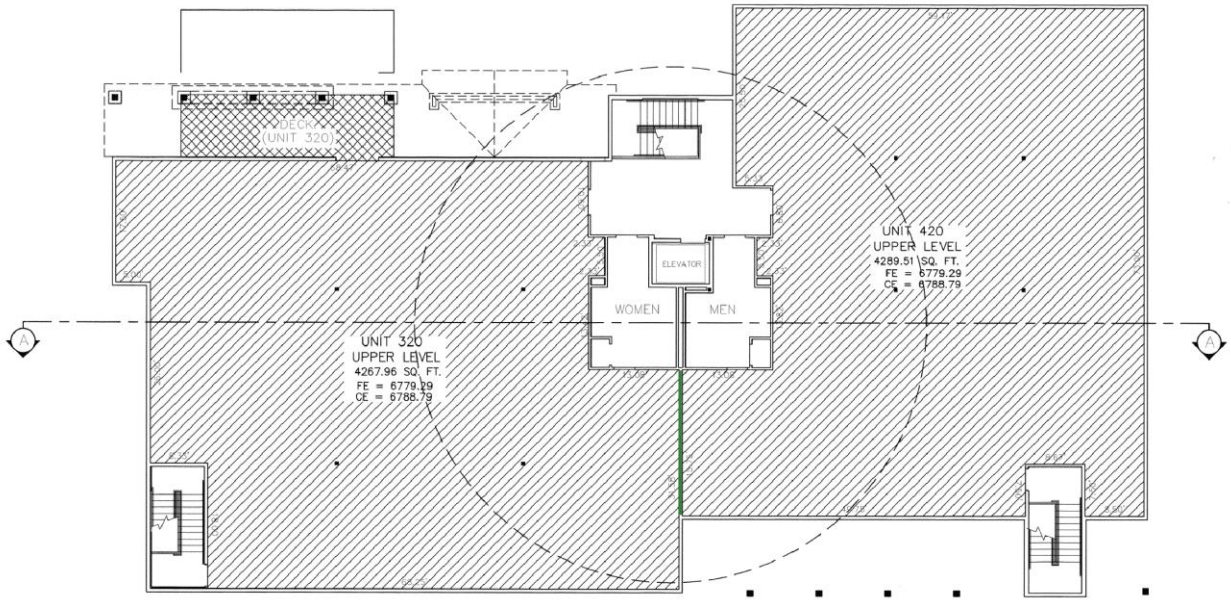
1850 Sidewinder Drive is in the General Commercial (GC) Zoning District and the Frontage Protection Zone (FPZ) between Kearns Boulevard and Sidewinder Drive. The property operates independently of the Prospector Square Property Owner Association.



On October 9, 1997, the City Council approved Ordinance No. 97-47 to create the Park City Surgical and Medical Plaza Condominium Plat (Exhibit E). Subsequently, the Condominium plat was recorded with Summit County on March 10, 1998 (Entry Number 501379, Exhibit C).

The Park City Surgical and Medical Plaza Condominium Plat includes a Plat Note that enables flexibility of interior office space configurations. For 1850 Sidewinder Drive, the Plat Note states all units are designated convertible space pursuant to Sections 6.03 of the Condominium Declaration. The Condominium Declaration Section 6.03 allows for unit owners to create smaller interior office units within platted units so long as they are no less than 1,000 square feet and approved by the Board of Trustees. While the underlying ownership of the units does not change with interior office unit flexibility within the platted units, the leased square footage within the building may be reconfigured to meet different tenant office needs.

The reason an amendment is now requested for the reconfiguration of interior office space between Units 320 and 420 is because there is a platted 15.75-foot common wall that is proposed to be removed to combine the Units. LMC § 15-7.1-6(G) states that subject to a condominium declaration, a unit owner after acquiring an adjoining unit that shares a common wall with the unit owner's unit and after recording an amended condominium record of survey plat in accordance with the LMC, a unit owner may remove or alter a partition between the unit owner's unit and the acquired unit, even if the partition is entirely or partly common areas and facilities, or create an aperture to the adjoining unit or portion of a unit. However, this requires amending the condominium plat first. In summary, the Applicant proposes removing a 15.75-foot common area wall between Units 320 and 420, highlighted in green below to reconfigure the office space:



On March 18, 2024, the Planning Department received a complete application for the Plat Amendment.

Analysis

(I) The proposed Plat Amendment complies with the General Commercial Zoning District and Frontage Protection Zone requirements.

LMC § 15-2.18-2(A) establishes office uses as allowed uses within the GC Zoning District. A Plat Note limits uses within 1850 Sidewinder Drive to office only and no changes to use or the Plat Note are proposed.

The combination of Units 320 and 420 at 1850 Sidewinder Drive removes a 15.75-foot interior wall designated common space but does not physically alter the exterior Structure. The proposed Plat Amendment is consistent with the GC Zoning District Lot and Site requirements and the FPZ Setback requirements – the existing structures are set back 100 feet from the property line, meeting the FPZ Setback requirement from Kearns Boulevard.

(II) The proposed Plat Amendment complies with the Off-Site Parking Requirements Outlined in LMC Chapter 15-3.

LMC § 15-3-6(B) requires three parking spaces per 1,000 square feet of leasable floor area. No changes to office square footage are proposed in the removal of the 15.75-foot interior common wall to combine Units 320 and 420 at 1850 Sidewinder Drive. When the City Council approved the Park City Surgical and Medical Plaza Condominium, the Council approved the number of parking spaces for the site and required Condition of Approval 4: *A parking agreement, in a form approved by the City Attorney, shall address future parking calculation and requirements*. *This parking agreement shall be recorded with the Plat and CC&Rs* (Ordinance No. 97-47, Exhibit E).

The required Parking Agreement and Restrictive Covenant is Exhibit D to the recorded CC&Rs (Exhibit F, p. 49). Unless there are changes to net usable office space or to the office use, no additional parking is required.

Because of the Plat Note restricting uses for 1850 Sidewinder Drive to office uses, the Applicant is unable to shift to any other use without further amending the plat. As a result, no increase in office square footage is proposed and no additional parking requirements result from the combination of Units 320 and 420. Any shift in the future office to other uses that may trigger additional parking will require the Applicant to pursue another amendment to the plat.

(III) The proposal complies with the Plat Amendment requirements outlined in LMC Chapter 15-7.1.

LMC § 15-7.1-6(G)(2) requires that the combination of units be evaluated to ensure it

does not impair the structural integrity or mechanical systems of the building or either unit or reduce the support of any portion of the common areas and facilities of another unit, or violate state code or the IBC. The Building Department confirmed the combination of Unit 320 and 420 complies with the requirements of LMC § 15-7.1-6(G)(2).

Additionally, the removal of the 15.75-foot common wall to combine Units 320 and 420 shall be reviewed according to the requirements of LMC § 15-7.1-6 *Final Subdivision Plat*, and approval shall require a finding of Good Cause.

LMC § 15-15-1 defines Good Cause as "[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and nonconformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park city and further the health, safety, and welfare of the Park City community."

There is Good Cause for this Plat Amendment because it allows for flexibility of office space uses without modifying the exterior of the Structure and does not increase square footage or parking requirements.

Department Review

The Planning Department, Executive Department, and City Attorney's Office reviewed this report.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on March 27, 2024. Staff mailed courtesy notice to property owners within 300 feet on March 27, 2024. The *Park Record* published courtesy notice on March 27, 2024.[2]

Public Input

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

Alternatives

- The Planning Commission may approve the plat amendment;
- The Planning Commission may deny the plat amendment and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion to May 8, 2024.

Exhibits

Exhibit A: Draft Final Action Letter

[2] LMC § 15-1-21

Attachment 1 – Proposed Plat Amendment
Exhibit B: Applicant's Statement
Exhibit C: Existing Condominium Plat
Exhibit D: Park City Surgical and Medical Plaza Association Letter and Resolution
Exhibit E: Ordinance No. 97-47
Exhibit F: Condominium Declaration and Covenants, Conditions, and Restrictions
Exhibit G: Site Photos

Planning Department

April 10, 2024

Park City Surgical and Medical Plaza Association, Inc.
Jon-Eric Greene, President

CC: Alliance Engineering

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	1850 Sidewinder Drive Park City Surgical and Medical Plaza Condominium
Zoning District:	General Commercial Frontage Protection Zone
Application:	Condominium Plat Amendment
Project Number:	PL-24-06072
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	April 10, 2024
Project Summary:	The Applicant proposes Combining Units 320 and 420 of the Park City Surgical and Medical Plaza Condominium.

Action Taken

On April 10, 2024, the Planning Commission conducted a public hearing and approved the Condominium Plat Amendment to combine Units 320 and 420 of the Park City Surgical and Medical Plaza Condominium according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. Park City Surgical and Medical Plaza Condominium includes two buildings constructed in 1998 within the Prospector Square neighborhood, 1820 and 1850 Sidewinder Drive.
2. 1820 Sidewinder Drive is a three-story ambulatory surgical center (Units 100, 110, and 120).

DRAFT

3. 1850 Sidewinder Drive is a two-story office building (Units 310, 320, 410, and 420) with underground parking.
4. A large surface-level parking lot is between the two buildings.
5. The Park City Surgical and Medical Plaza Condominium is in the General Commercial (GC) Zoning District and the Frontage Protection Zone (FPZ).
6. The Park City Surgical and Medical Plaza Condominium is in the Prospector Square Subdivision but operates independently of the Prospector Square Property Owner Association.
7. On October 9, 1997, the City Council approved Ordinance No. 97-47 to create the Park City Surgical and Medical Plaza Condominium Plat.
8. Subsequently, the Condominium Plat was recorded with Summit County on March 10, 1998.
9. The Park City Surgical and Medical Plaza Condominium Plat includes a Plat Note that enables flexibility of interior office space configurations. For 1850 Sidewinder Drive, the Plat Note states all units are designated convertible space pursuant to Sections 6.03 of the Condominium Declaration. The Condominium Declaration Section 6.03 allows for unit owners to create interior office units within platted units so long as they are no less than 1,000 square feet and approved by the Board of Trustees. While the underlying ownership of the units does not change with interior office unit configurations within the platted units, the leased square footage within the building may be reconfigured to meet different tenant office needs.
10. The reason an amendment is now requested for the reconfiguration of interior office space between Units 320 and 420 is because there is a platted 15.75-foot common wall that is proposed to be removed to combine the Units.
11. LMC § 15-7.1-6(G) states that subject to a condominium declaration, a unit owner after acquiring an adjoining unit that shares a common wall with the unit owner's unit and after recording an amended condominium record of survey plat in accordance with the LMC, a unit owner may remove or alter a partition between the unit owner's unit and the acquired unit, even if the partition is entirely or partly common areas and facilities, or create an aperture to the adjoining unit or portion of a unit.
12. On March 18, 2024, the Planning Department received a complete Condominium Plat Amendment Application.
13. LMC § 15-2.18-2(A) establishes office uses as allowed uses within the GC Zoning District. A Plat Note limits uses within 1850 Sidewinder Drive to office only and no changes to use or the Plat Note are proposed.
14. Changes to office use require a future Plat Amendment.

DRAFT

15. The proposed Plat Amendment is consistent with the GC Zoning District Lot and Site requirements and the FPZ Setback requirements. It does not physically alter the existing Structures or common area parking lot.
16. LMC § 15-3-6(B) requires three parking spaces per 1,000 square feet of leasable floor area. No changes to office square footage are proposed in the removal of the 15.75-foot interior common wall to combine Units 320 and 420 at 1850 Sidewinder Drive. When the City Council approved the Park City Surgical and Medical Plaza Condominium, the Council required Condition of Approval 4: *A parking agreement, in a form approved by the City Attorney, shall address future parking calculation and requirements*. *This parking agreement shall be recorded with the Plat and CC&Rs*.
17. The required Parking Agreement and Restrictive Covenant is Exhibit D to the recorded CC&Rs. Unless there are changes to net usable office space or changes to the office use, no additional parking is required.
18. Because of the Plat Note restricting uses for 1850 Sidewinder Drive to office uses, the Applicant is unable to shift to any other use without further amending the plat. As a result, no increase to office square footage is proposed and no additional parking requirements result from the combination of Units 320 and 420. Any shift in the future office to other uses that may trigger additional parking evaluations will require the Applicant to pursue another amendment to the plat.
19. LMC § 15-7.1-6(G)(2) requires that the combination of units be evaluated to ensure it does not impair the structural integrity or mechanical systems of the building or either unit or reduce the support of any portion of the common areas and facilities of another unit, or violate state code or the IBC. The Building Department confirmed the combination of Unit 320 and 420 complies with the requirements of LMC § 15-7.1-6(G)(2).
20. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on March 27, 2024.
21. Staff mailed courtesy notice to property owners within 300 feet on March 27, 2024.
22. The *Park Record* published courtesy notice on March 27, 2024.

Conclusions of Law

1. There is Good Cause for this Plat Amendment because it allows for flexibility of office space uses without modifying the exterior of the Structure and does not increase square footage or parking requirements.
2. The Plat Amendment is consistent with LMC § 15-7.1-3(B), § 15-7.1-6, and Chapters 12.18 *General Commercial District* and 15-2.20 *Frontage Protection Overlay*.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.

DRAFT

4. Approval of the Plat Amendment, subject to the conditions below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the condominium plat for compliance with state law, the Land Management Code, and the Conditions of Approval prior to the recordation of the plat.
2. The Applicant shall record the plat at the County within one year from the date of the Planning Commission's approval. If recordation is not complete within one year, this approval will be void unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.
3. All plat notes established on the Park City Surgical and Medical Plaza Condominium Plat remain in full force and effect and shall be noted on the final plat.

If you have questions or concerns regarding this Final Action Letter, please call (435) 615-5060 or email spencer.cawley@parkcity.org.

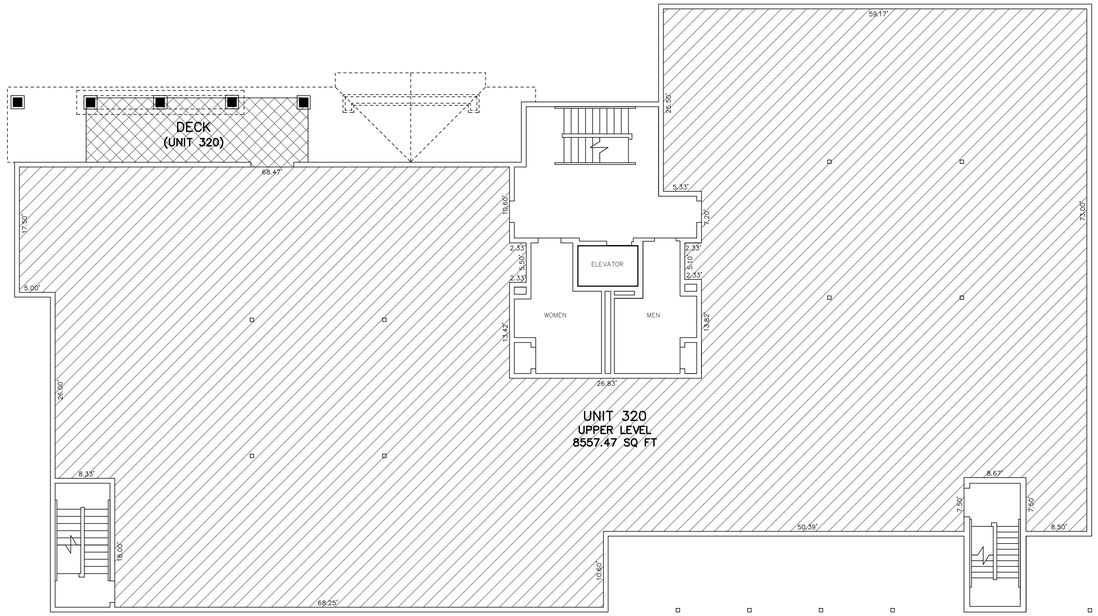
Sincerely,

Sarah Hall
Planning Commission Chair

CC: Spencer Cawley, Project Planner

Attachment 1: Proposed Plat

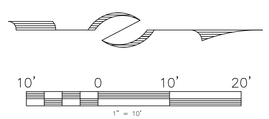
DRAFT



LEVEL THREE
SCALE: 1"=10'

OWNERSHIP DESIGNATIONS

- COMMON OWNERSHIP
- LIMITED COMMON OWNERSHIP
- PRIVATE OWNERSHIP



PROFESSIONAL LAND SURVEYOR
No. 4857264
MICHAEL
DEMKOWICZ
STATE OF UTAH

SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 4857264 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I do further certify that by authority of the owners, I have prepared this condominium plat amendment of the property described hereon, hereafter to be known as PARK CITY SURGICAL AND MEDICAL PLAZA FIRST AMENDED.

LEGAL DESCRIPTION

Unit No's. 320, and 420, contained within Park City Surgical and Medical Plaza Condominiums, a Utah Condominium Project, as the same is identified in the record of survey map recorded in the Office of the Summit County Recorder, on March 10, 1998, as Entry No. 501379, and as further defined and described in the Declaration of Covenants, Conditions and Restrictions and Bylaws of the Park City Surgical and Medical Plaza Condominiums, a Utah condominium project, recorded in the Office of the Summit County Recorder on March 10, 1998, in Book 1125, at Page 580, and Entry No. 501380, (as said map and declaration may be amended and/or supplemented).

Together with the appurtenant undivided ownership interest in said condominium project's common areas and facilities in accordance with the aforesaid declaration and survey map and the Utah Condominium Ownership Act.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned, on behalf of GPGI 1850 LLC, a Utah limited liability company, having complied with the requirements of both Statutes and the Recorded Declaration, hereby consents to the recording of PARK CITY SURGICAL AND MEDICAL PLAZA FIRST AMENDED.

In witness whereof, the undersigned set his hand

this _____ day of _____, 2024.

GPGI 1850 LLC, a Utah limited liability company

By:_____
Jon-Eric Greene, Manager

ACKNOWLEDGMENT

State of _____)
: ss.
County of _____)

On this _____ day of _____, 2024, Jon-Eric Greene personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is an owner of Unit 320 & Unit 420, and that said document was signed by him, and he acknowledged to me that he executed PARK CITY SURGICAL AND MEDICAL PLAZA FIRST AMENDED.

_____
A Notary Public commissioned in _____

_____
Printed Name

Residing in: _____

My commission expires: _____

Commission No: _____

ASSOCIATION CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned, on behalf of Park City Surgical and Medical Plaza Association, Inc., a Utah non-profit corporation, having complied with the requirements of both Statutes and the Recorded Declaration, hereby consents to the recording of this amended condominium plat.

Park City Surgical and Medical Plaza Association, Inc., a Utah non-profit corporation

By: _____
Jon-Eric Greene, President

ACKNOWLEDGMENT

State of _____)
: ss
County of _____)

On this _____ day of _____, 2024, Jon-Eric Greene personally appeared before me, the undersigned Notary Public, in and for said County and State, being duly sworn, acknowledged to me that he is the president of Park City Surgical and Medical Plaza Association, Inc., a Utah non-profit corporation, and that he signed the above Consent to Record for, on, and in behalf of all of the Unit owners at Park City Surgical and Medical Plaza, acting as a group (under the name of Park City Surgical and Medical Plaza Association, Inc., a Utah non-profit corporation) in accordance with the Utah Condominium Ownership Act, U.C.A., Sections 57-1-1 et seq. (1963) as amended and supplemented, and the Declaration of Covenants, Conditions, and Restrictions for Park City Surgical and Medical Plaza.

By: _____

A Notary Public Commissioned in _____

_____
Printed Name

Residing in: _____

My commission expires: _____

Commission No.: _____

NOTE:

This plat is subject to the Conditions of Approval in the Final Action Letter dated _____ and on file with the Planning Department. (PL-24-_____)

PARK CITY SURGICAL AND MEDICAL PLAZA

FIRST AMENDED

A UTAH CONDOMINIUM PROJECT
LOT #42 PROSPECTOR SQUARE

LOCATED IN THE NORTHEAST QUARTER OF SECTION 9
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

4/4/2024 JOB NO.: 5-3-24 FILE: X:\Prospector\dwg\srv\plat2024\050324.dwg

435-649-9467 ALLIANCE ENGINEERING CONSULTING ENGINEERS | LAND PLANNERS | SURVEYORS P.O. Box 2664 | 2700 West Homestead Road Suite 50, 60 | Park City, Utah 84098	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2024 BY _____	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2024 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2024 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2024 BY _____ PARK CITY ATTORNEY	PUBLIC SAFETY ANSWERING POINT APPROVAL APPROVED THIS _____ DAY OF _____, 2024 BY _____ SUMMIT COUNTY GIS COORDINATOR	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ _____ FEE _____ RECORDER TIME _____ DATE _____ ENTRY NO. _____

Park City Surgical and Medical Plaza

1850 Sidewinder Drive

April 4, 2024

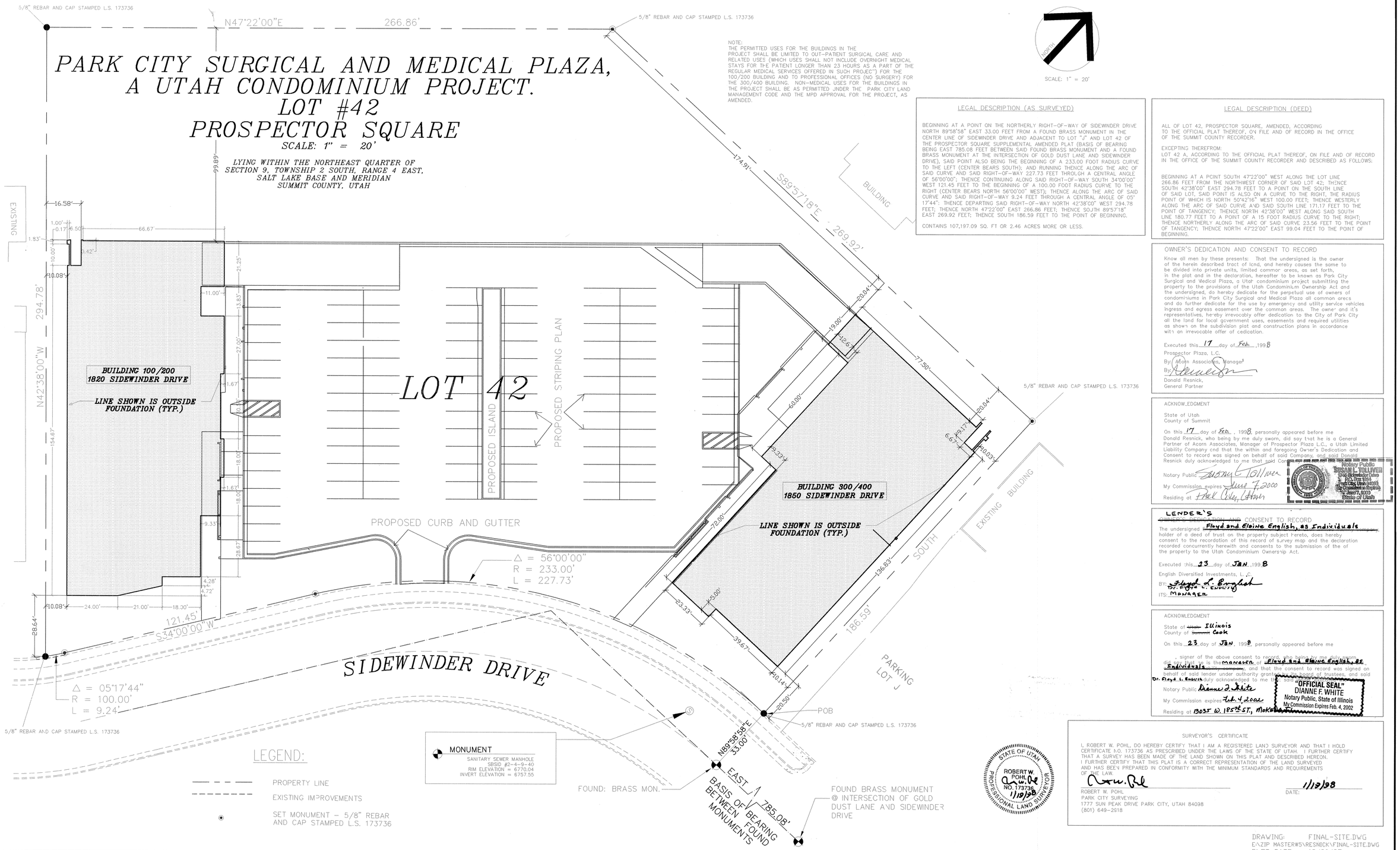
Park City Surgical and Medical Plaza, recorded March 10, 1998, as Entry No. 501379, is a condominium development that has two buildings located at 1820 Sidewinder & 1850 Sidewinder Drive. The building at 1820 Sidewinder Drive is a 3 story building consisting of Units 100, 110, and 120. The building at 1850 Sidewinder Drive is a 2 story building consisting of an underground parking garage and Units 310, 320, 410 & 420.

This condominium plat amendment proposes to a combine Unit 320 and Unit 420 into one unit, hereafter to be known as Unit 320.

PARK CITY SURGICAL AND MEDICAL PLAZA, A UTAH CONDOMINIUM PROJECT.
LOT #42
PROSPECTOR SQUARE

SCALE: 1" = 20'

LYING WITHIN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN SUMMIT COUNTY, UTAH



LEGAL DESCRIPTION (AS SURVEYED)

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SIDEWINDER DRIVE NORTH 89°58'58" EAST 33.00 FEET FROM A FOUND BRASS MONUMENT IN THE CENTER LINE OF SIDEWINDER DRIVE AND ADJACENT TO LOT "J" AND LOT 42 OF THE PROSPECTOR SQUARE SUPPLEMENTAL AMENDED PLAT (BASIS OF BEARING BEING EAST 785.08 FEET BETWEEN SAID FOUND BRASS MONUMENT AND A FOUND BRASS MONUMENT AT THE INTERSECTION OF GOLD DUST LANE AND SIDEWINDER DRIVE), SAID POINT ALSO BEING THE BEGINNING OF A 233.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH); AND RUNNING THENCE ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY 227.73 FEET THROUGH A CENTRAL ANGLE OF 56°00'00"; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 34°00'00" WEST 121.45 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 56°00'00" WEST); THENCE ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY 9.24 FEET THROUGH A CENTRAL ANGLE OF 05° 17'44"; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 42°38'00" WEST 294.78 FEET; THENCE NORTH 47°22'00" EAST 266.86 FEET; THENCE SOJTH 89°57'18" EAST 269.92 FEET; THENCE SOUTH 186.59 FEET TO THE POINT OF BEGINNING.

CONTAINS 107,197.09 SQ. FT OR 2.46 ACRES MORE OR LESS.

LEGAL DESCRIPTION (DEED)

ALL OF LOT 42, PROSPECTOR SQUARE, AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

EXCEPTING THEREFROM:
LOT 42 A, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER AND DESCRIBED AS FOLLOWS:

BEGINNING AT A PCINT SOUTH 47°22'00" WEST ALONG THE LOT LINE 266.86 FEET FROM THE NORTHWEST CORNER OF SAID LOT 42; THENCE SOUTH 42°38'00" EAST 294.78 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT, SAID POINT IS ALSO ON A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH IS NORTH 50°42'16" WEST 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTH LINE 171.17 FEET TO THE POINT OF TANGENCY; THENCE NORTH 42°38'00" WEST ALONG SAID SOUTH LINE 180.77 FEET TO A POINT OF A 15 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 23.56 FEET TO THE POINT OF TANGENCY; THENCE NORTH 47°22'00" EAST 99.04 FEET TO THE POINT OF BEGINNING.

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 lcnd, and hereby causes the same to be divided into private units, limited commor areas, as set forth, in the plat and in the declaration, hereafter to be known as Park City Surgical and Medical Plaza, a Utah condominium project submitting the property to the provisions of the Utah Condominium Ownership Act and the undersigned, do hereby dedicate for the perpetual use of owners of condominiums in Park City Surgical and Medical Plaza all common areas and do further dedicate for the use by emergency and utility service vehicles ingress and egress easement over the common areas. The owner and it's representatives, he-eby irrevocably offer dedication to the City of Park City all the land for local government uses, easements and required utilities as shown on the subdivision plat and construction plans in accordance with an irrevocable offer of cedication.

Executed this 17 day of Feb, 1998
Prospector Plaza, L.C.
By Acorn Associates, Manager
By
Donald Resnick,
General Partner

ACKNOW.EDGMENT

State of Utah
County of Summit

On this 17 day of Feb., 1998, personally appeared before me Donald Resnick, who being by me duly sworn, did say that he is a General Partner of Acorn Associates, Manager of Prospector Plaza L.C., a Utah Limited Liability Company cnd that the within and foregoing Owner's Dedication and Consent to record was signed on behalf of said Company, and said Donald Resnick duly acknowledged to me that said Company

Notary Public
My Commission expires June 7,2000
Residing at Park City, Utah

Notary Public
SUSAN E. TOLLIVER
1750 Sidewinder Drive
P.O. Box 1614
Park City, Utah 84060
My Commission Expires
June 7, 2000
State of Utah

LENDER'S CONSENT TO RECORD

The undersigned Floyd and Elaine English, as Individuals holder of a deed of trust on the property subject hereto, does hereby consent to the recordation of this record of survey map and the declaration recorded concurrently herewith and consents to the submission of the of the property to the Utah Condominium Ownership Act.

Executed this 23 day of JAN 1998
English Diversified Investments, L.C.
BY: Floyd L. English
ITS: Manager

ACKNOWLEDGMENT

State of ~~Utah~~ Illinois
County of ~~Summit~~ Cook

On this 23 day of JAN, 1998 personally appeared before me Dr. Floyd L. English, signer of the above consent to record, who being by me duly sworn, did say that he is the manager of Floyd and Elaine English, as Individuals ~~a corporation~~, and that the consent to record was signed on behalf of said lender under authority granted by said board of trustees, and said Dr. Floyd L. English duly acknowledged to me that said

Notary Public Dianne J. White
My Commission expires Feb. 4, 2002
Residing at 13033 W. 185th ST, Mokena

"OFFICIAL SEAL"
DIANNE F. WHITE
Notary Public, State of Illinois
My Commission Expires Feb. 4, 2002

SURVEYOR'S CERTIFICATE

I, ROBERT W. POHL, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 173736 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT A SURVEY HAS BEEN MADE OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON. I FURTHER CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW.

DATE: 11/19/98

ROBERT W. POHL
PARK CITY SURVEYING
1777 SUN PEAK DRIVE PARK CITY, UTAH 84098
(801) 649-2518

STATE OF UTAH
ROBERT W. POHL
NO. 173736
11/19/98
PROFESSIONAL LAND SURVEYOR

DRAWING: FINAL-SITE.DWG
ENZIP MASTER#5\RESNICK\FINAL-SITE.DWG
PLOT DATE 12/30/97

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF PARK CITY CITY COUNCIL THIS 9TH DAY OF OCTOBER A.D. 1997 AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED.

MAYOR
CITY RECORDER

CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK CITY CITY ENGINEERING DEPARTMENT ON THIS 19TH DAY OF FEBRUARY A.D. 1998

Eric W. DeHaan PE
CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE Park City CITY PLANNING COMMISSION ON THIS 25TH DAY OF February A.D. 1998

CHAIRMAN

SEWER DISTRICT APPROVAL

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS THIS 21ST DAY OF JANUARY A.D. 1998.

S.B.S.I.D.

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 27TH DAY OF February A.D. 1998

CITY ATTORNEY

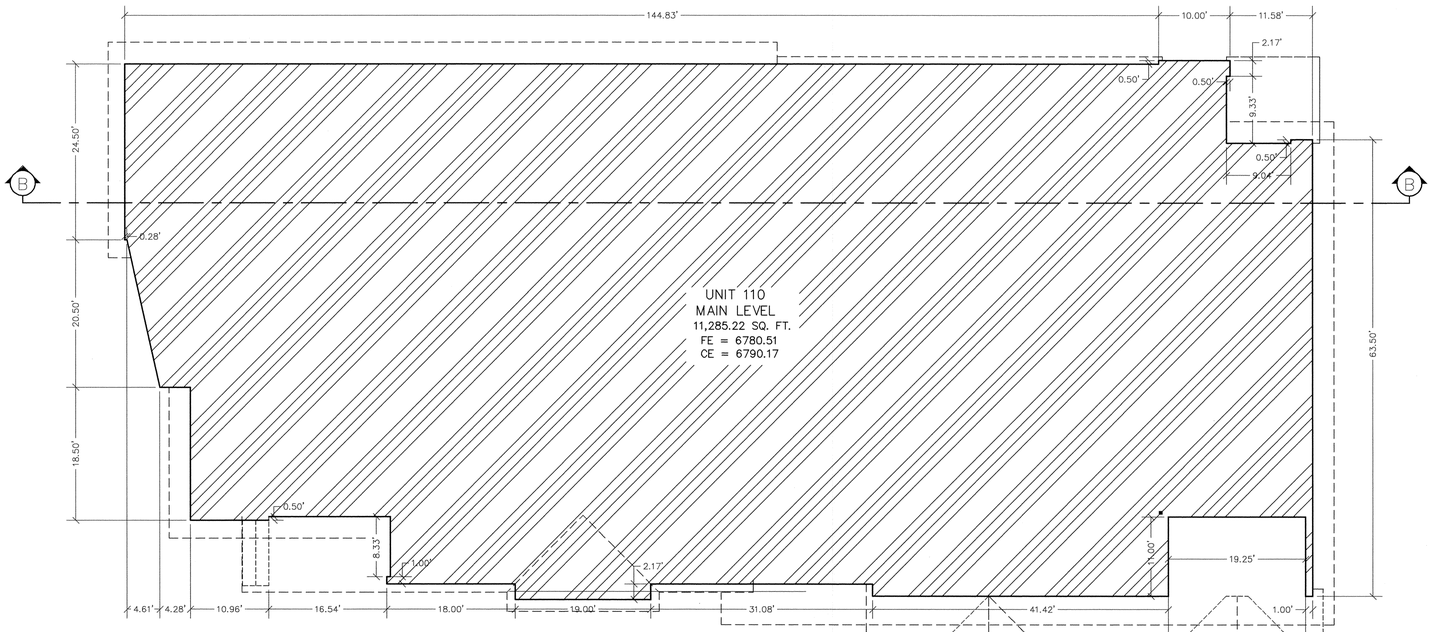
RECORDED

Nº. 501329
STATE OF Utah
COUNTY OF Summit
RECORDED AND FILED AT THE REQJEST OF:
First American Title Co
DATE: 03-10-98
TIME: 10:37 AM
FEE: $15.00

COUNTY RECORDER

PARK CITY ENGINEERING INC.
P.O. BOX 1300
PARK CITY, UTAH 84060
801-645-8585

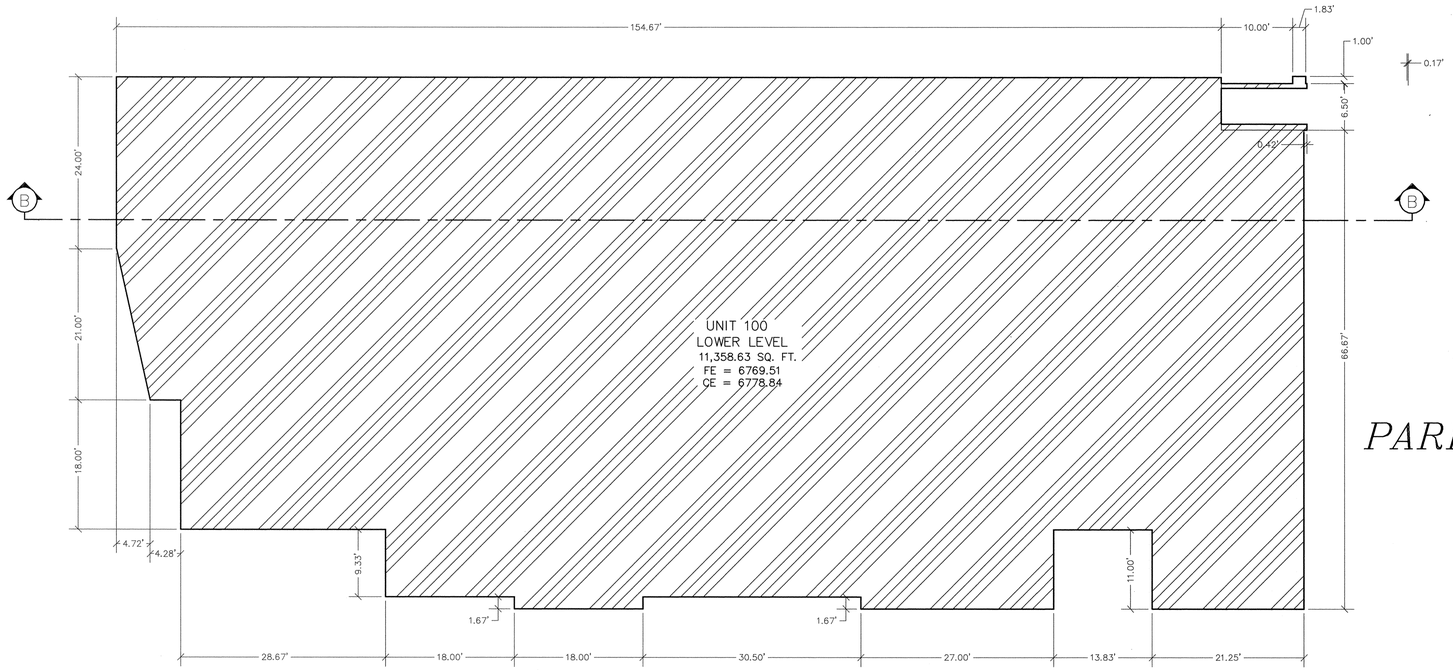
NOTE:
When a supplemetal record map of survey is filed for building 100/200 converting the convertible space into units and common areas, the underground parking garage area shall be designated as common area.



LEVEL 2
SCALE 1" = 10'

OWNERSHIP LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- UNIT AREA
- CONVERTIBLE SPACE
- CE — CEILING ELEVATION
- FE — FLOOR EVEVATION



LEVEL 1
SCALE 1" = 10'

NOTE:
ALL UNITS ARE DESIGNATED CONVERTIBLE SPACE PURSUANT TO SECTIONS 6.03 AND 6.05 OF THE CONDOMINIUM DECLARATION.

NOTE:
FOUNDATION ONLY CONSTRUCTED AT TIME OF SURVEY. NO FLOORS OR FRAMING YET CONSTRUCTED. ALL DIMENSIONS (EXCLUDING FOUNDATION LEVEL PLAN) ARE FROM APPROVED PLANS.

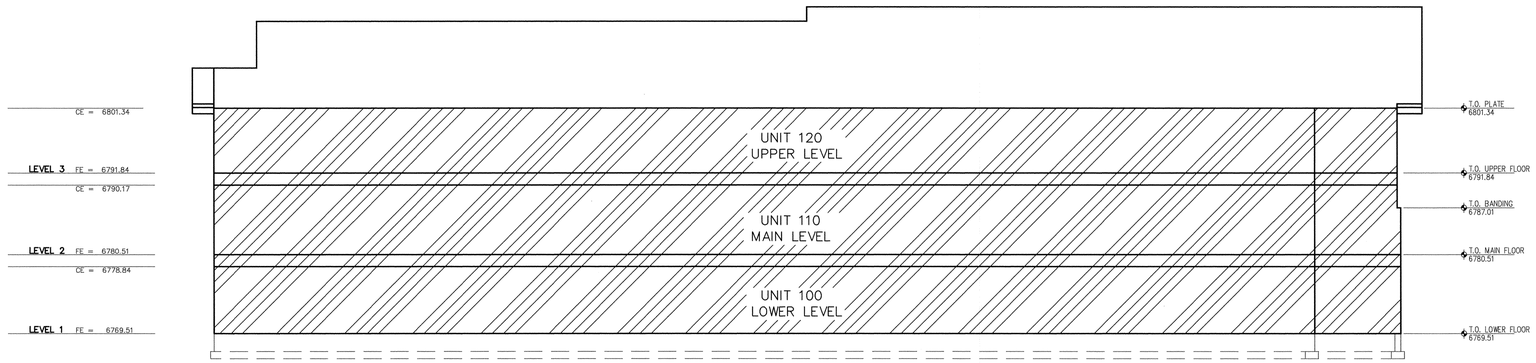
PARK CITY SURGICAL AND MEDICAL PLAZA, A UTAH CONDOMINIUM PROJECT. BUILDING 100/200

SHEET 2 OF 5

PLOT DATE: 6-26-97
ZIP MASTERS\RESNICK OFFICE\SHEETS2-5.DWG

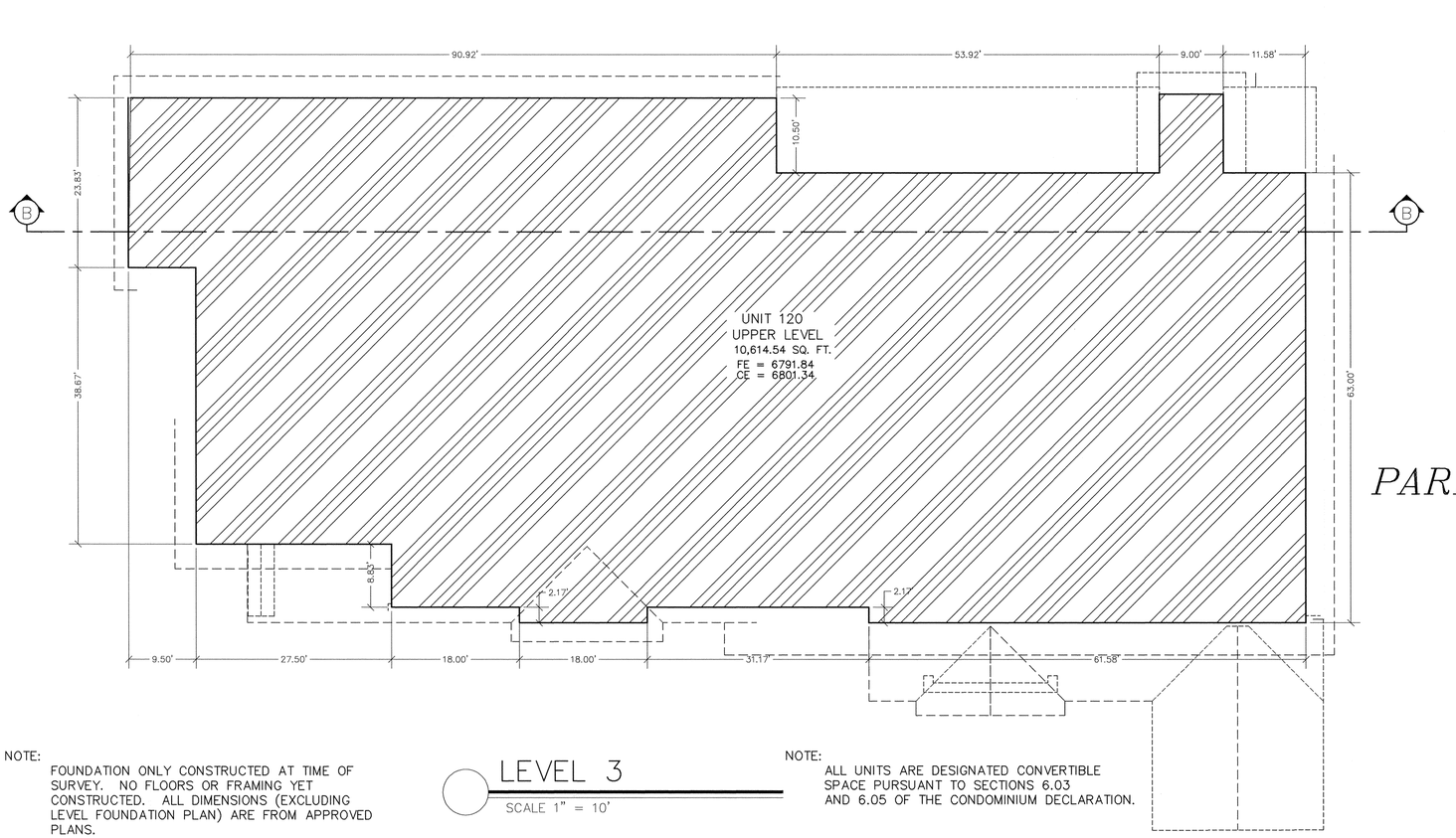
RECORDED
Nº. 501329
STATE OF UTAH.
COUNTY OF SUMMIT.
RECORDED AND FILED AT THE REQUEST OF:
FIRST AMERICAN TITLE Co
DATE: 03-10-98
TIME: 10:37 AM
FEE: $15.00
Alan Spriggs
COUNTY RECORDER

PARK CITY ENGINEERING INC.
P.O. BOX 1300
PARK CITY, UTAH 84060
801-645-8585



SECTION B

SCALE 1" = 10'



LEVEL 3

SCALE 1" = 10'

NOTE:
FOUNDATION ONLY CONSTRUCTED AT TIME OF SURVEY. NO FLOORS OR FRAMING YET CONSTRUCTED. ALL DIMENSIONS (EXCLUDING LEVEL FOUNDATION PLAN) ARE FROM APPROVED PLANS.

NOTE:
ALL UNITS ARE DESIGNATED CONVERTIBLE SPACE PURSUANT TO SECTIONS 6.03 AND 6.05 OF THE CONDOMINIUM DECLARATION.

OWNERSHIP LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- UNIT AREA
- CONVERTIBLE SPACE

CE CEILING ELEVATION

FE FLOOR EVEVATION

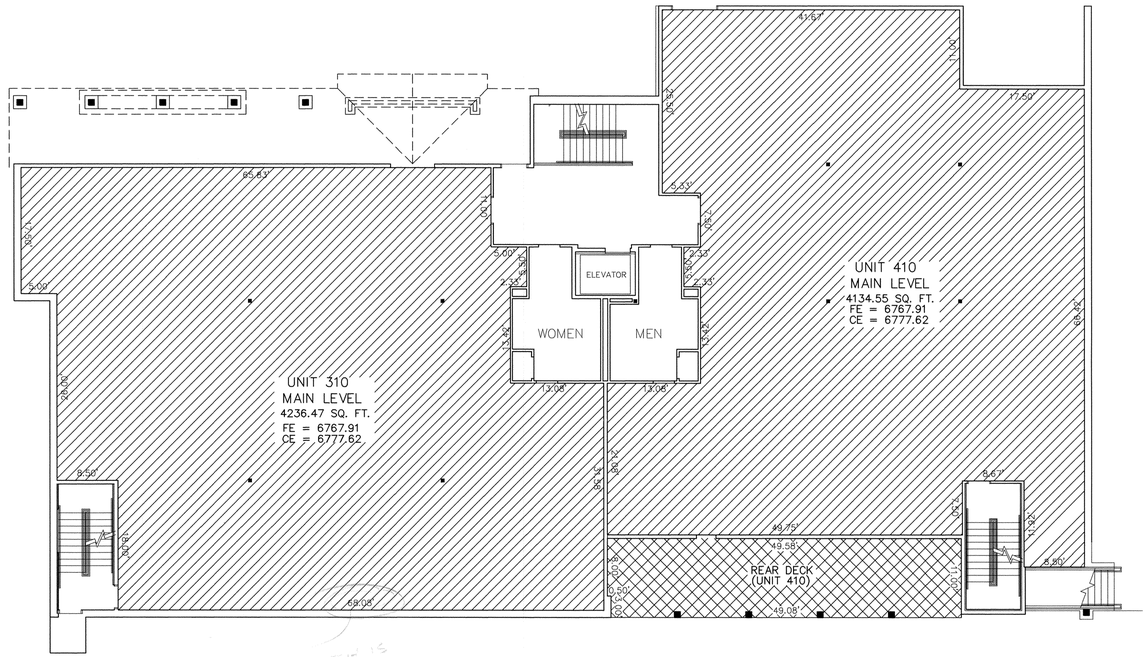
PARK CITY SURGICAL AND MEDICAL PLAZA, A UTAH CONDOMINIUM PROJECT. BUILDING 100/200

SHEET 3 OF 5

PLOT DATE: 6-26-97
ZIP MASTER5\RESNICK OFFICE\SHEETS2-5.DWG

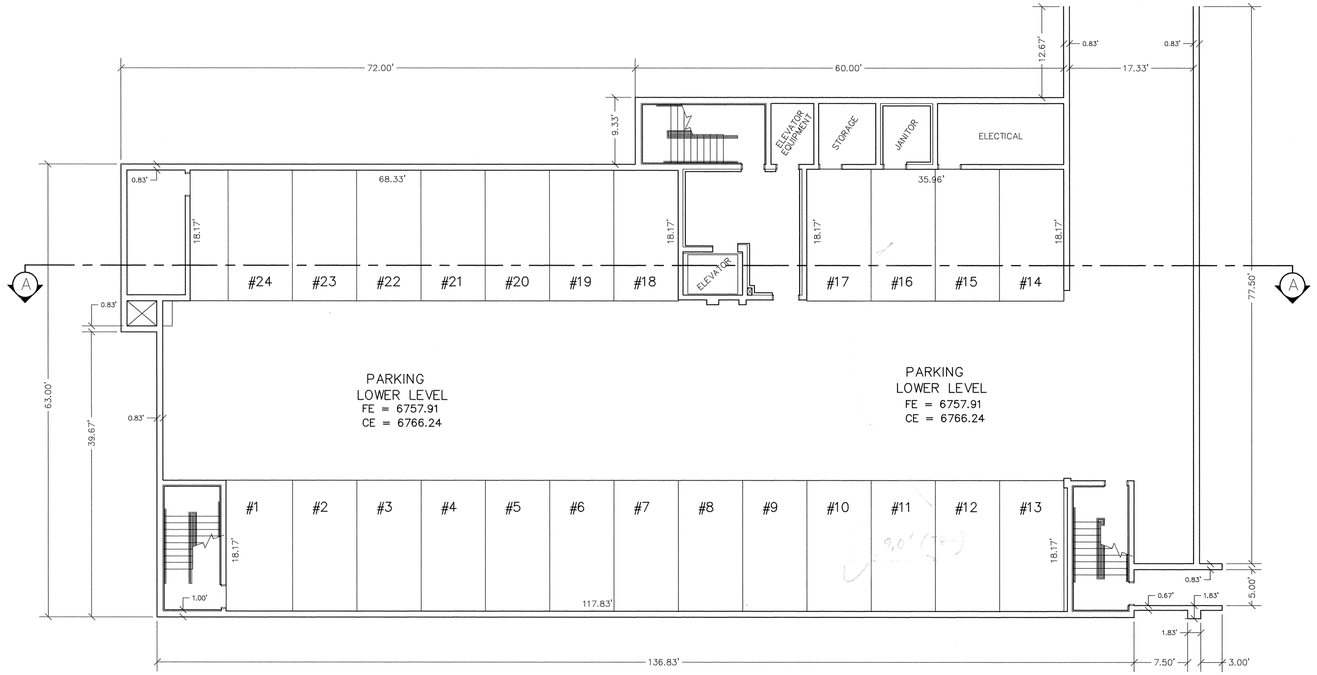
RECORDED
Nº. 501329
STATE OF UTAH.
COUNTY OF Summit.
RECORDED AND FILED AT THE REQUEST OF:
First American Title Co
DATE: 03-10-98.
TIME: 10:37 AM
FEE: $15.00
Alan Spriggs
COUNTY RECORDER

PARK CITY ENGINEERING INC.
P.O. BOX 1300
PARK CITY, UTAH 84060
801-645-8585



LEVEL 2

SCALE 1" = 10'



LEVEL 1

SCALE 1" = 10'

OWNERSHIP LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- UNIT AREA
- CONVERTIBLE SPACE

CE CEILING ELEVATION

FE FLOOR EVEVATION

NOTE:
ALL UNITS ARE DESIGNATED CONVERTIBLE SPACE PURSUANT TO SECTIONS 6.03 AND 6.05 OF THE CONDOMINIUM DECLARATION.

MEASUREMENTS WERE OBTAINED DURING CONSTRUCTION AND REFLECT ROUGH FRAMING ONLY INCLUDING WALL, CEILING AND FLOOR DIMENSIONS.

PARK CITY SURGICAL AND MEDICAL PLAZA, A UTAH CONDOMINIUM PROJECT. BUILDING 300/400

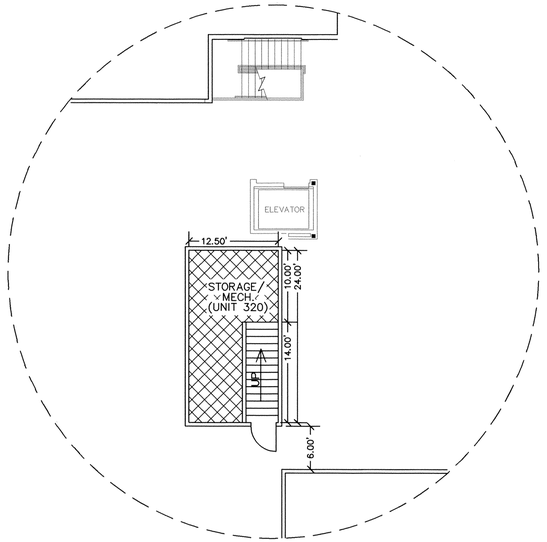
SHEET 4 OF 5

PLOT DATE: 6-26-97
ZIP MASTERS\RESNICK OFFICE\SHEETS2-5.DWG

RECORDED

Nº. 501329
STATE OF UTAH.
COUNTY OF SUMMIT.
RECORDED AND FILED AT THE REQUEST OF:
FIRST AMERICAN TITLE CO
DATE: 03-10-98
TIME: 10:37 AM
FEE: $13.00
Alan Spriggs
COUNTY RECORDER

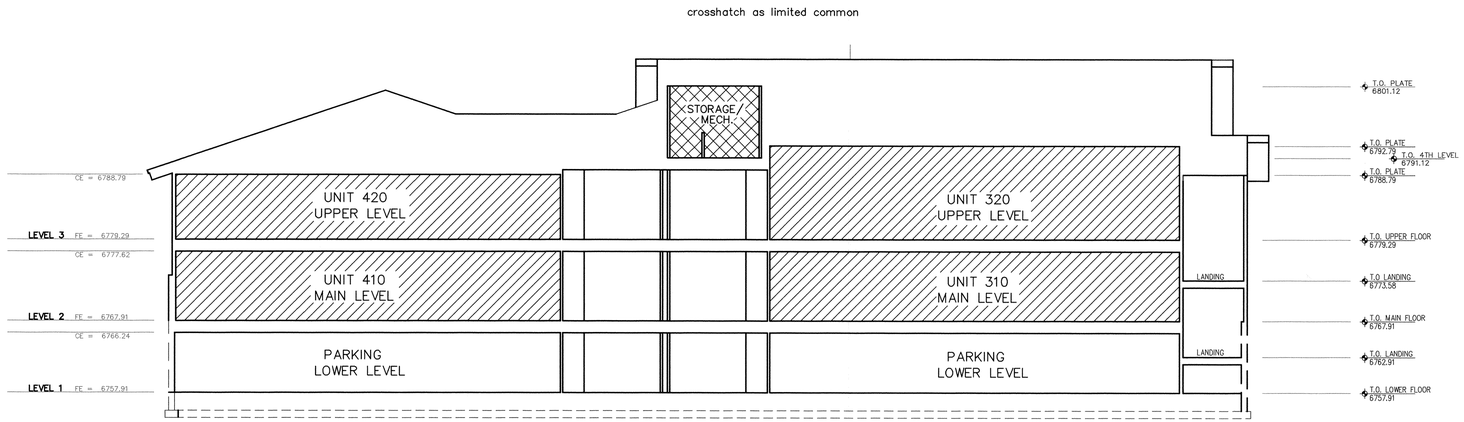
PARK CITY ENGINEERING INC.
P.O. BOX 1300
PARK CITY, UTAH 84060
801-645-8585



LEVEL 4

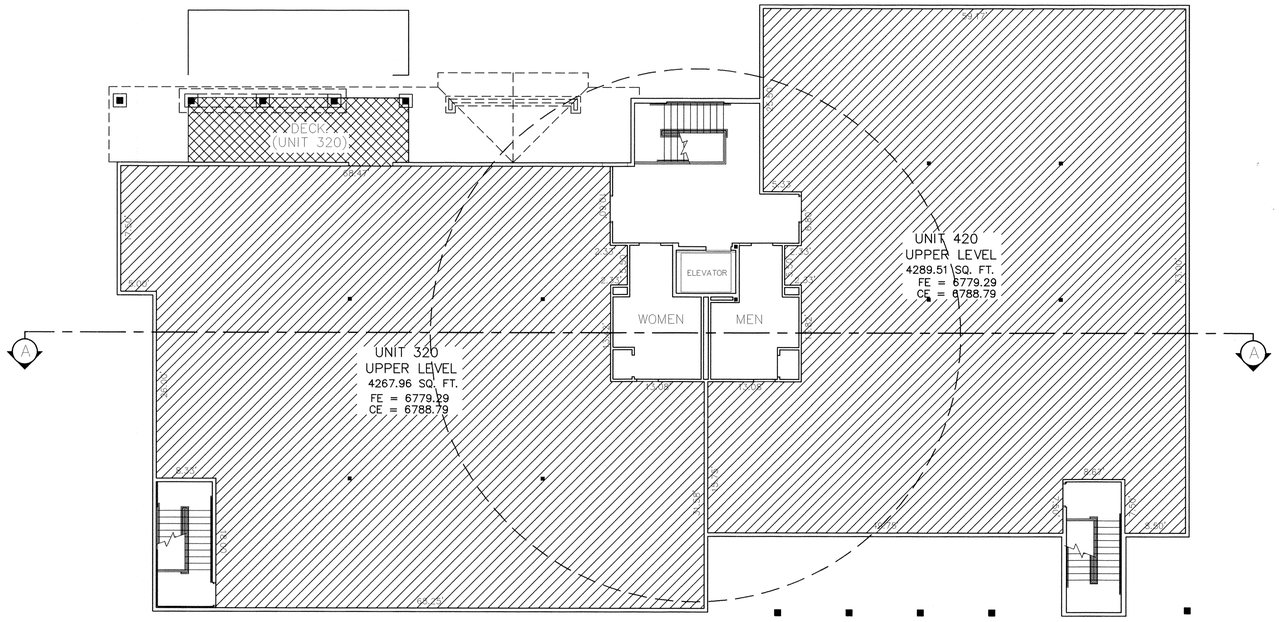
SCALE 1" = 10'

crosshatch as limited common



SECTION A

SCALE 1" = 10'



LEVEL 3

SCALE 1" = 10'

OWNERSHIP LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- UNIT AREA
- CONVERTIBLE SPACE
- CE — CEILING ELEVATION
- FE — FLOOR EVEVATION

NOTE:
ALL UNITS ARE DESIGNATED CONVERTIBLE SPACE PURSUANT TO SECTIONS 6.03 AND 6.05 OF THE CONDOMINIUM DECLARATION.

NOTE:
MEASUREMENTS WERE OBTAINED DURING CONSTRUCTION AND REFLECT ROUGH FRAMING ONLY INCLUDING WALL, CEILING AND FLOOR DIMENSIONS.

PARK CITY SURGICAL AND MEDICAL PLAZA, A UTAH CONDOMINIUM PROJECT. BUILDING 300/400

SHEET 5 OF 5

PLOT DATE: 6-26-97
ZIP MASTER5\RESNICK OFFICE\SHEETS2-5.DWG

RECORDED
Nº 501379
STATE OF UTAH
COUNTY OF SUMMIT
RECORDED AND FILED AT THE REQUEST OF:
FIRST AMERICAN TITLE CO
DATE: 03-10-98
TIME: 10:37 AM
FEE $ 1.50
Alan Spriggs
COUNTY RECORDER

PARK CITY ENGINEERING INC.
P.O. BOX 1300
PARK CITY, UTAH 84060
801-645-8585

PARK CITY
SURGICAL & MEDICAL PLAZA 5/5

Park City
Surgical and Medical Plaza
Association, Inc.

March 14, 2024

Park City Planning Department

RE: Plat Amendment Requirement to add Note Referencing CC&Rs Section 6.04

This letter confirms that 100% of the owners of the Park City Surgical and Medical Plaza Association signed a Unanimous Resolution to add this note to the Plat as required by the Park City Planning Department. A copy of the signed Resolution is attached.

Respectfully,

Jon-Eric Greene
President

DocuSign Envelope ID: 8B312E6B-A6A0-4F92-A78F-[illegible]59C34793

UNANIMOUS RESOLUTION
OF
THE UNIT OWNERS
OF
THE PARK CITY SURGICAL AND MEDICAL PLAZA ASSOCIATION, INC.

On this 13th day of February, 2024, and pursuant to the approval and unanimous affirmative vote of one hundred percent (100%) of the Unit Owners comprising the membership of the Park City Surgical and Medical Plaza Association, Inc., a Utah non-profit corporation (the "**Association**"), the following resolutions have been made by the Unit Owners currently owning Units in the buildings located at 1820 and 1850 Sidewinder Avenue, Park City, Utah (the "**Unit Owners**"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration and the Amendment, both of which are defined below.

RECITALS

A. WHEREAS, on or about March 10, 1998 that certain Condominium Declaration and Covenants, Conditions and Restrictions for Park City Surgical and Medical Plaza (A Utah Condominium Project), which was recorded in the office of the Summit County Recorder on March 10, 1998, as Entry No. 501380 in Book 1125 at Pages 580-629 (the "**Declaration**");

B. WHEREAS, also on or about March 10, 1998, that certain condominium plat establishing the Park City Surgical and Medical Plaza as a Utah condominium project was recorded in the office of the Summit County Recorder on March 10, 1998 as Entry No, 501379 (the "**Condo Plat**");

C. WHEREAS, pursuant to Section 6.04 of the Declaration, two or more Units may be physically combined to be used as one functional Unit with the prior written consent of the Association;

D. WHEREAS, pursuant to Section 6.04, Unit Owner GPGI 1850 LLC has requested the consent of the Association for the combination of Units 320 and 420 to be used as one functional Unit with related construction improvements to be made to such Units at the Unit Owner's expense;

E. WHEREAS, the Park City Planning Department has conditioned the issuance of a building permit to the Unit Owner of Units 320 and 420 on the approval and recordation of an amendment to the Condo Plat incorporating the process set forth in Section 6.04 of the Declaration into the Condo Plat;

F. WHEREAS, the Unit Owners, pursuant to Section 12.07(b) of the Declaration, have given their unanimous consent to such amendment to be submitted to the Park City Planning Department by the Unit Owner of Units 320 and 420 as set forth herein.

NOW THEREFORE, the Unit Owners hereby RESOLVE as follows:

RESOLUTION

RESOLVED, that Jon-Eric Greene, the President of the Association, is hereby authorized by the Association to apply for, execute, and deliver a plat amendment amending the Condo Plat which incorporates the process set forth in Section 6.04 of the Declaration into the Condo Plat with the addition of a plat note governing the physical combination of Units as contemplated by said Section; and

RESOLVED, that the undersigned Unit Owners hereby waive any demand for a meeting requirement set forth in the Declaration or the Bylaws of the Association.

IN WITNESS WHEREOF, this Resolution is executed as of the first date set forth hereinabove.

ASSOCIATION:

PARK CITY SURGICAL AND MEDICAL PLAZA ASSOCIATION, INC., a Utah non-profit corporation

DocuSigned by:
Jon-Eric Greene
2D377BCE8B4E479...

By: Jon-Eric Greene, President

UNIT OWNERS:

EAGLE 7, LLC, a Florida limited liability company

DocuSigned by:
Denise Masson
75CAD9B31E894A8...

By: Denise Masson
Its: Manager

GPGI 1850, LLC, a Utah limited liability company

DocuSigned by:
Jon-Eric Greene
2D377BCE8B4E479...

By: Jon-Eric Greene, Manager

PARK CITY TOTS, INC., a Utah corporation

DocuSigned by:
Sue Banerjee
74D[illegible]A4[illegible]

By: Sue Banerjee
Its: Executive Director

Ordinance No. 97-47

AN ORDINANCE APPROVING A CONDOMINIUM PLAT FOR PARK CITY SURGICAL AND MEDICAL PLAZA AT 1820 AND 1850 SIDEWINDER DRIVE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, UTAH

WHEREAS, the owner of the property at 1820 and 1850 Sidewinder Drive, located in the Northeast Quarter of Section 9, Township 2 South, Range 4 East, Park City, Utah and known as the Park City Surgical and Medical Plaza, has petitioned the City Council for approval of a condominium plat; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and state law; and

WHEREAS, on September 10, 1997 the Planning Commission held a public hearing to receive public input on the proposed condominium plat and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, on October 9, 1997 the City Council reviewed the proposed condominium plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the condominium plat;

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

SECTION 1. FINDINGS OF FACT.

1. The proposed plat changes the type of ownership of this property to private ownership, common ownership, convertible common space, and limited ownership.

2. A financial guarantee for all public improvements, landscaping, and pedestrian amenities is necessary to ensure completion of necessary improvements and to protect the public from liability and physical harm if these improvements are not completed by the developer or owner.

3. The project is located in the Prospector Square Subdivision which was approved with an overall parking plan for the Prospector commercial area.

4. The project is adjacent to one of Park City's entry corridors and a portion of the proposed Condominium Plat is located in the Frontage Protection Zone Overlay.

5. The project is located adjacent to an existing subdivision with insufficient parking to comply with the Land Management Code.

6. The proposed parking configuration defines a limited number of parking spaces and complies with the LMC requirements for 28,800 SF of professional office space, so long as the parking is common area and remains accessible to all visitors/invitees. Changes in use or unit configuration will require a new parking calculation.

7. The 100/200 building is constructed with the fire resistance capable of housing a surgical center and the 300/400 building is constructed with the fire resistance necessary to house professional office uses or similar occupants.

SECTION 2. CONCLUSIONS OF LAW.

1. There is good cause for this condominium plat.

2. Neither the public nor any person will be materially injured by the proposed condominium plat.

3. The proposal is consistent with the Land Management Code and the Utah Condominium Ownership Act.

SECTION 3. PLAT APPROVAL. The condominium plat, known as the Record of Survey Map Park City Surgical and Medical Plaza, at 1820 and 1850 Sidewinder Drive, is hereby approved as shown on Exhibit A, with the following conditions:

1. The City Attorney and City Engineer shall review and approve the final form and content of the plat and the Conditions, Covenants and Restrictions (CC&R's), for compliance with State law, the Land Management Code, and conditions of approval, prior to recording the plat.

2. All standard project conditions shall apply.

3. A financial guarantee, in a form and amount acceptable to the City, for the value of all landscaping, public improvements, and pedestrian amenities to be completed, shall be provided to the City prior to plat recordation. All public improvements shall be completed

according to City standards and accepted by the City Engineer prior to release of this guarantee.

4. A parking agreement, in a form approved by the City Attorney, shall address future parking calculation and requirements. This parking agreement shall be recorded with the Plat and the C, C, & R's.

5. A landscape plan, reviewed and approved by the Community Development Department, will be required prior to the issuance of a Certificate of Occupancy for any part of the project.

6. The final condominium plat shall be recorded at the County within one year of the date of City Council approval. If recordation has not occurred within the one year time frame, this approval and the plat shall be considered null and void.

7. All the parking spaces shall be platted common area and controlled by the Homeowners' Association.

8. The permitted uses for the project shall be limited to out-patient surgical care (or less restrictive use) for the 100/200 building and to professional offices (no surgery) for the 300/400 building.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 9 th day of October, 1997.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, Deputy City Attorney

WHEN RECORDED, MAIL TO:
Robert C. Dillon, Esq.
1500 Kearns Blvd., Suite E 302
Park City, Utah 84060

CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARK CITY SURGICAL AND MEDICAL PLAZA
(A Utah Condominium Project)

THIS DECLARATION is made and executed by PROSPECTOR PLAZA, L.C., a Utah limited liability company, sole owner as described on the Record of Survey Map, hereinafter referred to as "Declarant," pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Annotated §§57-8-1 through 57-8-36, for itself, its successors, grantees and assigns.

00501380 Bk01125 Pg00580-00629
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1998 MAR 10 10:38 AM FEE $115.00 BY DMG
REQUEST: FIRST AMERICAN TITLE CO UTAH

ARTICLE I

RECITALS

Declarant is the sole owner of that certain real property in Park City, Summit County, Utah, which is described in Exhibit "A" attached hereto and made a part hereof by this reference.

There have been constructed buildings and other improvements thereon in accordance with the plans and drawings set forth in the Record of Survey Map filed concurrently herewith, consisting of 5 sheets, prepared by Park City Engineering, Inc., and certified by Robert W. Pohl, a Utah registered land surveyor. There will be future buildings and other improvements constructed thereon in the future, and pursuant to a supplemental Record of Survey Map and an amemdmend to this Declaration filed by Declarant, a portion of the Property on the Map labelled "convertible space" will be converted into Units and Common Areas and Facilities.

Declarant desires by filing this Declaration and the aforesaid Record of Survey Map to submit the above described real property and the said buildings and other improvements constructed thereon to the provisions of the Utah Condominium Ownership Act as a Condominium Project known as Park City Surgical and Medical Plaza.

Declarant desires and intends to sell the fee title to the individual units contained in said Condominium Project, together with the undivided ownership interests in the Common Areas and Facilities appurtenant thereto, to various purchasers, subject to the covenants, limitations, and restrictions contained herein.

NOW, THEREFORE, for such purposes, Declarant hereby makes the following Declaration containing covenants, conditions and restrictions relating to this Condominium Project which, pursuant to the provisions of the Condominium Ownership Act of the State of Utah, shall be enforceable equitable servitudes, where reasonable, and shall run with the land:

ARTICLE II

DEFINITIONS

2.01. Name. The name by which the Condominium Project shall be known is Park City Surgical and Medical Plaza.

2.02. Definitions. The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and as given in this Section 2.

(a) The word "Declarant" shall mean Prospector Plaza, L.C., a Utah limited liability company, sole owner as described on the Record of Survey Map, which has made and executed this Declaration and/or any successor to or assignee of Declarant which, either by operation of law or through a voluntary conveyance, transfer or assignment, comes to stand in the same relation to the Project as did its predecessor.

(b) The word "Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated, §§ 57-8-1 through 57-8-36 as the same now exists and as it may be amended from time to time.

(c) The word "Condominium" shall mean and refer to a single unit in this Condominium Project together with an undivided interest in common with other unit owners in the Common Areas and Facilities of the Property, and together with all other appurtenances belonging thereto, as described in this Declaration.

(d) The word "Declaration" shall mean this instrument by which Prospector Plaza Office Park is established as a Condominium Project.

(e) The word "Property" shall mean and include the land, described in Article I, the buildings, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

(f) The words "Condominium Project" or sometimes the "Project" shall mean and refer to the entire Property, as defined above, together with all rights, obligations and organizations established by this Declaration.

(g) The word "Map" shall mean and refer to the Record of Survey Map of Park City Surgical and Medical Plaza recorded herewith by Declarant.

(h) The word "Unit" shall mean and refer to one of the Units, which is designated as a Unit on the Map, and more particularly described in Section 5.03 hereof.

(i) The words "Unit Owner" or "Owner" shall mean the entity, person or persons owning a Unit in the Condominium Project in fee simple and an undivided interest in the fee simple estate of the Common Areas and Facilities as shown in the records of the County Recorder of Summit County, Utah. The term Unit Owner or Owner shall not mean or include a mortgagee or beneficiary or trustee under a deed of trust unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

(j) The term "Association" shall mean and refer to The Park City Surgical and Medical Plaza Association, Inc., a Utah non-profit corporation, which was formed to manage the affairs of the Project in accordance with the Declaration and the Bylaws attached hereto as Exhibit "B", which Bylaws are hereby incorporated herein.

(k) The words "Unit Number" shall mean and refer to the letter, number or combination thereof designating the Unit in the Declaration and in the Map.

(l) The term "Manager" shall mean and refer to the person, persons or corporation, if any, selected by the Association to manage the daily affairs of the Condominium Project.

(m) The term "Common Areas and Facilities" shall mean and refer to:

(1) The land described on Exhibit "A" attached hereto;

(2) That portion of the Property not specifically included in the respective Units as herein defined;

(3) All foundations, columns, girders, beams, concrete slabs, floors, supports, mainwalls, roofs, halls, corridors, stairs, stairways, yards, landscaping, pump stations, sprinkler systems, fire sprinkler systems, cable television systems, fences, service areas, outdoor and indoor underground parking areas, and in general all other apparatus, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the foregoing or normally in common use;

(4) Those areas specifically set forth and designated in the Map as "Common Area" or "Limited Common Areas"; and

(5) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.

(n) The words "Common Expenses" shall mean and refer to: all expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities including an adequate reserve fund for maintenance, repair and replacement of those Common Areas and Facilities that must be replaced on a periodic basis; all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the Bylaws, and such rules and regulations pertaining to the Condominium Project as the Association may from time to time adopt; and such other expenses incurred pursuant to agreements lawfully made and/or entered into by the Association.

(o) The words "Limited Common Area" shall mean and refer to those portions of the Common Areas and Facilities reserved for the exclusive use of certain Unit Owners, as specified herein. The Limited Common Areas shall be the porches on the main floor level that are adjacent to, contiguous with and open into certain Units, as more particularly identified in the Map, and the mechanical room appurtenant to Unit 320. The use and occupancy of the Limited Common Areas shall be reserved to its associated Unit, and each Unit Owner is hereby granted an irrevocable license to use and occupy the same so long as such Owner owns the Unit associated with such Limited Common Area.

(p) The words "Utility Services" shall include, but not be limited to, water, trash collection, cable television, elevator handicap monitoring service and sewage disposal.

(q) The word "Mortgage" shall mean and include both a mortgage on any Condominium and a deed of trust on any Condominium. The words "First Mortgage" shall mean a Mortgage, the lien of which is prior and superior to the lien of any other Mortgage on the same condominium.

(r) The word "Mortgagee" shall mean and include both the mortgagee under a mortgage on any Condominium and the beneficiary under a deed of trust on any Condominium. The words "First Mortgagee" shall mean the Mortgagee under a First mortgage on any Condominium.

(s) Those definitions contained in the Act, to the extent they are applicable hereto and not inconsistent herewith, shall be and are hereby incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

ARTICLE III

SUBMISSION TO CONDOMINIUM OWNERSHIP

Declarant hereby submits the Property to the provisions of the Act as a Condominium Project and this Declaration is submitted in accordance with the terms and the provisions of the Act and shall be construed in accordance therewith. It is the intention of Declarant that the provisions of the Act shall apply to the Property.

ARTICLE IV

COVENANTS TO RUN WITH THE LAND

This Declaration contains covenants, conditions and restrictions relating to the Project which are and shall be enforceable equitable servitudes which shall run with the land and be binding upon Declarant, its successors and assigns and upon all Unit Owners or subsequent Unit Owners, their grantees, mortgagees, successors, heirs, personal representatives, devisees and assigns.

ARTICLE V

DESCRIPTION OF PROPERTY

5.01. Description of Land. The land is that tract or parcel in Summit County, Utah, more particularly described in Article I of this Declaration.

5.02. General Description of Improvements. The Project has been constructed in accordance with the information contained in the Map. The project consists of four (4) commercial buildings labeled Bulding Nos. 100, 200, 300 and 400 on the Map which contain approximately 10,000 gross square feet each. The exterior walls of the building are constructed primarily of wood frame, and the roof is a shake shingle roof. All of the buildings are two-story structures with underground parking garages as shown on the Map. The condominium units located in Buildings 100 and 200 are intended for, and shall be utilized as, an ambulatory surgical center, and the condominium units located in Buildings 300 and 400 are intended for, and shall be utilized as, office space and facilities for the providing of professional services by medical doctors, dentists, dental labs and technicians, architects, engineers, teachers, realtors, artists, designers, lawyers, accountants and other similar uses; and for such other adjunct and related services, as determined by the Association. The Project will be subject to the easements which are reserved through the Project and as may be required for Utility Services.

5.03. Description and Legal Status of Units.

(a) The Map and Exhibit "C" hereto show the Unit Number of each Unit, its location, and the Common Areas and Facilities to which it has access. All Units shall be capable of being independently owned, encumbered and conveyed.

(b) Each Unit shall include that part of the particular building containing the Unit which lies within the boundaries of the Unit. Each Unit shall have as a lower horizontal boundary the unfinished interior surface of the floor of such Unit. The upper horizontal boundary of a Unit shall be the unfinished interior surface of the ceiling of such Unit. The vertical boundaries of each Unit shall be the unfinished interior surface of each wall separating such Unit from another Unit or the Common Areas and Facilities. Exterior doors and exterior glass surfaces such as windows serving a Unit shall be construed to be part of such Unit. If any fireplaces, flues, ducts, conduits, wires, pipes, heating or air conditioning system or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portion of the Common Areas and Facilities shall be deemed a part of the Common Areas and Facilities. Heating and air-conditioning systems serving a Unit, such as the compressor and condenser for an air conditioner, and appliances and plumbing fixtures within a Unit shall be construed to be part of the Unit.

5.04. Description of Common Areas and Facilities. Except as otherwise in this Declaration provided, the Common Areas and Facilities shall consist of the areas and facilities described in the definitions and constitute in general all of the parts of the Property except the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities shall include the following, whether located within the bounds of a Unit or not:

(a) All structural parts of the building including, without limitation, foundations, columns, joists, beams, supports, slabs, exterior supporting walls, floors, ceilings and roofs;

(b) driveways, parking areas, loading areas, patios, balconies, mechanical and electrical rooms, lawns, sprinkler systems, shrubs, trees, entrance ways and storage or trash/dumpster areas;

(c) any utility pipe or line or system servicing more than a single Unit, including but not limited to any cable television system, and all ducts, wires, conduits, and other accessories used therewith.

(d) all other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Map;

(e) all repairs and replacements of any of the foregoing.

ARTICLE VI

ALTERATIONS

6.01. Alterations to the Interiors of the Units. Any Unit Owner may make any improvements or alterations to the interior of his Unit that are not of a structural nature and do not impair the structural integrity of any structure or otherwise lessen the support of any portion of the Project; provided, however, all plumbing, heating and electrical work shall be done pursuant to the issuance of a valid building permit by licensed plumbing, heating and electrical contractors, respectively, and the plans and specifications for all such work shall be subject to compliance with all applicable building codes, and to the prior written approval of the Board of Trustees of the Association, or an architectural committee appointed by the Board, before commencement of any such work.

6.02. Relocation of Boundaries. Boundaries between adjoining Units may not be relocated without the prior written consent of (i) each Unit Owner whose Unit boundaries are being changed by such relocation and (ii) the Board of Trustees of the Association, which consent may be with withheld in the sole discretion of the Board of Trustees. Any change in Unit size shall be accompanied by a reallocation of fractional interests in Common Area and Facilities on a square footage basis. No such change shall increase the number of Units nor materially alter the boundaries of the Common Areas and Facilities nor change the fraction of ownership of Common Areas and Facilities or votes associated with the non-altered or non-combined Units without amendment of this Declaration and or the Map in the manner described in Article XXIII of this Declaration.

6.03. Subdivision of Units. Unit Owners may subdivide their Units as follows:

(a) Any Unit Owner desiring to subdivide its Unit shall submit detailed plans and specfications for such subdivision to the Board of Trustees of the Association for its approval, which plans and specifications shall include the Unit boundaries for all Units resulting from the subdivision, together with any space being converted to Common Areas and Facilities as a result of such subdivision. The Board of Trusstees shall not unreasonably withhold its approval of any such request for subdivision of a Unit; provided, however; in no event shall a resulting Unit contain less than 1,000 square feet in area.

(b) All alterations made to effect the subdivision shall be accomplished in accordance with Section 6.01 above.

(c) For the purpose of accomplishing a subdivision of a Unit as provided above, all Units in the Project shall be deemed to be convertible space as defined in the Act, and all requirements of the Act relating to the conversion of convertible space into Units and/or Common Areas and Facilities shall be complied with in connection with any such subdivision of a Unit; provided, however, no such subdivision shall change the fraction of ownership of Common Areas and Facilities or votes associated with the non-subdivided Units without amendment of this Declaration and or the Map in the manner described in Article XXIII of this Declaration.

(d) The Owner of the Unit requesting a subdivision of its Unit shall pay all costs and expenses related to the subdivision of the Unit, including without limitation, the cost of preparing and recording a supplementaal Map and amendment to the Declaration as required by the Act.

(e) The subdivision of any Unit shall also be done in compliance with all applicable local and state subdivision laws and ordinances, including without limitation the Park City Municipal Corporation Land Management Code.

6.04. Combining Use of Units. Two or more Units may be physically combined to be used as one functional Unit with the prior written consent of (i) the Declarant until control passes to the Board of Trustees of the Association pursuant to Section 12.01 hereof, and thereafter (ii) the Board of Trustees of the Association, which consent may be with withheld in the sole discretion of the Declarant or the Board of Trustees, whichever is applicable. No such combination of Units shall change the fraction of ownership of Common Areas and Facilities or votes associated with the combined Units without amendment of this Declaration and or the Map in the manner described in Article XXIII of this Declaration

6.05. Conversion of Certain Units by Declarant. Notwithstanding anything to the contrary set forth herein, Declarant shall have the right to convert Units 100, 110 and 120 currently labelled as "convertible space" on the Map into a number of Units and Common Areas and Facilities to be located in Buildings 100 and 200 of the Project, which buildings have yet to be constructed at the time of recording of this Declaration. Such conversion shall be done in accordance with the provisions of the Act and in compliance with all applicable local and state subdivision ordinances. The supplemental Map and amendment to the Declaration may be signed and submitted for recording without the approval of the other Owners of the Units or the Association.

ARTICLE VII

STATEMENT OF PURPOSE AND RESTRICTION ON USE

7.01. Purpose. The purpose of the Condominium Project is to provide for an ambulatory surgical center in Buildings 100 and 200 and commercial office space in Buildings 300 and 400 for the Unit Owners, their customers, invitees, licensees and tenants, and to provide parking space for use in connection therewith, all in accordance with the provisions of the Act and this Declaration.

7.02. Restrictions on Use. The Units and Common Areas and Facilities shall be used and occupied as hereinafter set forth:

(a) Covenants Running with Land. To assure the harmony of the Unit Owners and protect the value of the Units, the Project, including all improvements thereon, shall be subject to the use restrictions set forth in this Article VII. The Board of Trustees of the Association is hereby empowered to promulgate Rules and Regulations governing occupancy and use of the Condominium and to amend the same from time to time, which Rules and Regulations shall supplement and be in addition to the use restrictions set forth in this Article VII. All present and future owners, tenants and occupants of Units shall be subject to, and shall comply with the provisions of this Declaration, the Bylaws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and the Declaration as well as the obligation to comply with all of the provisions of the Bylaws and the Rules and Regulations shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. In the event of any conflict between the provisions of the use restrictions of this Declaration and the provisions of the Rules and Regulations, the use restrictions of this Declaration shall control.

(b) Use of Buildings 100 and 200. Each of the Units located in Buildings 100 and 200 shall be occupied only as an ambulatory surgical center; and for such other adjunct and related services, as determined by the Association. The use of Units in Buildings 100 and 200 may be converted to the uses allowed for Buildings 300 and 400 as set forth below; provided, however, no such conversion in use shall predjudice the rights of a Unit Owner in Buildings 300 and 400 with regard to it existing use of the Common Areas and Facilities at the time of such conversion in use. Each business shall be operated in accordance with applicable

zoning and business regulation laws and ordinances. No Unit shall be used for residential purposes or as a retail branch bank.

(c) Use of Buildings 300 and 400. Each of the commercial Units shall be used only as office space and facilities for the providing of professional services by medical doctors, dentists, dental labs and technicians, architects, engineers, teachers, realtors, artists, designers, lawyers, accountants and other similar uses; and for such other adjunct and related services, as determined by the Association. Each business shall be operated in accordance with applicable zoning and business regulation laws and ordinances. No Unit shall be used for residential purposes or as a retail branch bank.

(d) No Increase in Insurance. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the building or contents thereof beyond that customarily applicable for an ambulatory surgical center or commercial office use, or will result in the cancellation of insurance on the building, or the contents thereof, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which is in violation of any law or regulation of any governmental authority.

(e) Use Consistent with Nature of Project. All permitted uses shall be limited to such uses as, in the opinion of the Association, are not inconsistent with the maintenance of the general character of the buildings commercial office and ambulatory surgical center Project of the first class in the quality of its maintenance, use and occupancy. The Units and Common Areas and Facilities shall be used only for purposes consistent with their design. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Area and Facility or the enjoyment thereof by the Unit Owners or occupants of other Units.

(f) Nuisance. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property, and no odors shall be permitted to arise therefrom, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Property. No nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to persons using or occupying other portions of the Property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes or elevator handicap warning devices, shall be located, used or placed on the Property. Any Unit Owner (or his employees, agents or guests) who shall dump or place any trash or debris upon any portion of the Property shall be liable to the Association for the actual cost of the removal thereof or the sum

of $250.00 whichever is greater, and the same shall be added to and become part of that portion of any assessment next coming due to which the Unit Owner is subject.

(g) Structural Integrity. Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities which will impair the structural integrity of the building or any part thereof or which would structurally change the building or any part thereof except as is otherwise provided herein.

(h) Pets. No animals, reptiles or birds shall be kept or maintained on any portion of the Property.

(i) Building Exteriors. To provide a neat, attractive and harmonious appearance throughout the Condominium, no air conditioning units, awnings, shades or screens shall be attached to, hung or used on the exterior of any window or door of a Unit, the roof of any building, or other portion of the Common Areas and Facilities without the prior written consent of the Board of Trustees of the Association. Also, no foil or other reflective material shall be used on any windows for sun screens, blinds or any other purpose. The Board of Trustees shall be entitled to enact Rules and Regulations covering the approval by the Board of Trustees in its sole discretion of all interior window coverings, blinds, and draperies in all Units so as to promote the uniform appearance of the buildings from the outside. No antenna or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic radiation shall be erected, used, or maintained outdoors on any portion of the Property, whether attached to a building or structure or otherwise; provided, however, Declarant and the Association shall have the right to erect, construct and maintain such devices.

(j) Motor Vehicles. Motor vehicles shall be operated and parked only upon those portions of the Common Areas and Facilities designated for such purpose by the Board of Trustees of the Association. Mobile homes, motor homes, truck campers, trailers of any kind and boats shall not be kept, placed, stored, parked, maintained or operated on the Property. Permitted motor vehicles shall not be stored or otherwise parked in the parking spaces in the parking garage without being moved for periods in excess of one week. Further, although not expressly prohibited hereby, the Board of Trustees of the Association may prohibit motorcycles, motorized bicycles, motorized go-carts, snowmobiles and other such contrivances, or any of them, from being kept, placed, stored, maintained or operated upon any portion of the Property if in the opinion of the Board of Trustees such prohibition shall be in the best interests of the Project. The Unit Owners and their employees, guests or invitees shall not park any vehicle for any length of time in any driveway area on the Property. The Board of Trustees shall have the right to assess any Unit Owner a fine of $100.00 for each violation of the restrictions contained in this Section 7.02(j).

paid.

19.06. Personal [illegible]
each special assessment [illegible]
obligations of the [illegible]
assessed at the time the [illegible]
collectible as such. [illegible]

(k) No Unsightly Activities. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any portion of the Property.

(l) Compliance with Laws. All governmental building codes, health regulations, zoning restrictions, animal ordinances and the like applicable to the Property shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

(m) Signs. No Unit Owner having any signs which comply with the master signage program established by Declarant with the City of Park City shall, without the prior written consent of the Association which shall not be unreasonably withheld with respect to the commercial Units, place or suffer to be placed or maintained (i) on any exterior door, wall or window of the Unit, or upon any door, wall or window of the Common Areas and Facilities, any sign or advertising matter or other thing of any kind, or (ii) any decoration, lettering or advertising matter on the glass of any window or door of the Unit, or (iii) any advertising matter within the Unit which shall be visible from the exterior thereof. Except as provided in Section 7.02 (n) below, no "for sale" signs shall be displayed by any Unit Owner on any Unit or in any Common Area and Facility without the prior approval of the Association.

(n) Elevator Use. The use of the elevators in the buildings may be regulated by the Rules and Regulations adopted by the Board of Trustees of the Association.

(o) Porch Use. The Unit Owners who have porches which are Limited Common Areas appurtenant to their Units are prohibited from permanently placing any objects on the porches. The Unit Owners may temporarily place furniture, plants or other items on the porches as permitted by the Rules and Regulations adopted by the Board of Trustees of the Association relating to the attended use of such porch areas by the Unit Owners.

(p) Limited Access to Roofs. No Unit Owners shall be entitled to access the roof area of any building without the prior approval of the Association, which approval may be withheld in the sole discretion of the Association.

(q) Parking Agreement and Restrictive Covenant. The terms and conditions of the Parking Agreement and Restrictive Covenant between the Declarant and the Park City Municipal Corporation attached hereto as Exhibit "D" are hereby incorporated herein.

ARTICLE VIII

PERSON TO RECEIVE SERVICE OF PROCESS

The person to receive service of process in the cases provided herein or in the Act is Robert C. Dillon, Suite E-302, 1500 Kearns Boulevard, Park City, Utah 84060. The said person may be changed by the recordation by the Association of an appropriate instrument.

ARTICLE IX

OWNERSHIP AND USE

9.01. Ownership of a Unit. Except with respect to any of the Common Areas and Facilities located within the bounds of a Unit, each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit and to the ownership of the undivided interest in the Common Areas and Facilities set forth on Exhibit "C" hereto.

9.02. Nature of and Restrictions on Ownership and Use. Each Unit Owner shall have and enjoy the rights and privileges of fee simple ownership of his Unit. There shall be no requirements concerning who may own Units, it being intended that they may and shall be owned as any other property rights by persons, corporations, partnerships or trusts and in the form of common or joint tenancy. The Unit Owners may lease or rent their Units with their appurtenant rights subject to terms and conditions chosen solely by the Unit Owner and his lessee, except that all Unit Owners, their tenants and other occupants or users of the Project, shall be subject to the Act, this Declaration, the Bylaws, and all Rules and Regulations of the Association of Unit Owners and Association.

9.03 Prohibition against Subdivision of Unit. Except as provided in Sections 6.03 and 6.05, no Unit Owner, by deed, plat or otherwise, shall subdivide or in any manner cause his Unit to be separated into time intervals or into physical tracts or parcels smaller than the whole Unit as shown on the Map.

9.04. Ownership of Common Areas and Facilities. The Common Areas and Facilities contained in the Project are described and identified in Section 5.04 of this Declaration. Said Common Areas and Facilities shall be owned by the Unit Owners as tenants in common. No fractional ownership interest in the Common Areas and Facilities shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of transfer, such a fraction of undivided ownership interest shall automatically accompany the transfer of the Unit to which it relates. A Unit Owner's fractional ownership interest in the Common Areas and Facilities shall be the same for all purposes, including voting and assessment of common expenses. The

00501380 Bk01125 Pg00593

12.01. General. The [illegible] Surgical and Medical Plan [illegible] as a non-profit membership corporation [illegible] Corporation Code. The Declaration shall [illegible]

remove any member or members of the Board of Trustees or any officer or officers of the Association until such time as the first of the following events occurs:

(a) the expiration of three (3) years after the recording of this Declaration;

(b) the date as of which Units to which three-fourths (3/4ths) of the undivided interests in the Common Areas and Facilities appertain shall have been conveyed by the Declarant to Unit Owners other than a person or persons constituting the Declarant; or

(c) the surrender by the Declarant of the authority to appoint and remove members of the Board of Trustees and officers of the Association by an express amendment to this Declaration executed and recorded by the Declarant.

12.02. Allocation of Votes in the Association. Each Unit Owner shall automatically be a member of the Association, which membership shall continue during the period of ownership by such Unit Owner. Pursuant to the provisions of §57-8-3(19) of the Act, the number of votes in the Association hereby allocated to each Unit is as set forth in Exhibit "C" attached hereto. Said votes shall be cast under such rules and procedures as may be prescribed in the Bylaws of the Association, as amended from time to time, or by law.

12.03. Meetings. Meetings of the members of the Association shall be held in accordance with the provisions of the Association's Bylaws, and in any event not less frequently than annually. At the annual meeting, comprehensive reports of the affairs, finances and budget projections of the Association shall be made to the Unit Owners.

12.04. Rules and Regulations. Reasonable regulations concerning the use of the Units, appurtenances thereto, and the Common Areas and Facilities may be made and amended from time to time by the Board of Trustees of the Association: provided, however, that copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners. Failure to abide by any such regulation, rule or requirement shall be grounds for any action by the Association or any aggrieved Unit Owner to recover damages, or obtain injunctive or equitable relief or both.

00501380 Bk01125 Pg00595

12.05. Liability. To the extent obtainable, the Association shall maintain public liability insurance coverage for the directors and officers of the Association. Further, each director and each officer of the Association shall be held harmless by the Unit Owners from expense, loss or liability by reason of having served as such director or as such officer and shall be indemnified by all the Unit Owners (as a Common Expense) against

all expenses and liabilities, including reasonable attorney's fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party, or have become involved by reason of being such director or officer, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the expenses and liability arise from a proceeding in which such director or such officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board of Trustees approves such settlement and reimbursement as being in the best interests of the Association.

12.06. Compensation. No director or officer of the Association shall receive any fee or compensation for services performed by him unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the Unit Owners present in person or by proxy at a meeting duly called and held for such purpose.

12.07. Overall Project Management. The business, property and affairs of the Project shall be managed, operated and maintained by the Board of Trustees of the Association on behalf of the Unit Owners. The Association shall, in connection with its exercise of any of the powers delineated in paragraphs (a) through (g) below, constitute a legal entity capable of dealing in its own name. The Board of Trustees of the Association shall have, and is hereby granted, the following authority and powers:

(a) the authority, without the vote or consent of the Unit Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements over, under, across and through the Common Areas and Facilities;

(b) the authority to execute and record, on behalf of all Unit Owners, any amendment to the Declaration or Map which has been approved by the vote or consent necessary to authorize such amendment;

(c) the power to sue and be sued;

(d) the authority to enter into contracts which in any way concern the Project, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained;

(e) the power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained;

(f) the authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to

insure that the Project is maintained and used in a manner consistent with the interests of the Unit Owners; and

(g) the power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Association to perform its functions as agent for the Unit Owners, including without limitation, the power and authority to perform any act as granted by the Act to the "management committee".

Any instrument executed by the Association that recites facts which, if true, would establish the Association's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

12.08. Daily Management. The Association may carry out through a Project Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Project for the benefit of the Association and the Unit Owners, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. Any agreement for professional management of the Project or any other contract providing for services of the Declarant which may be entered into by the Association or the Association shall call for a term not exceeding three (3) years and shall provide that such management agreement may be terminated by the Association or by the Association without cause and without payment of a termination fee upon not in excess of ninety (90) days written notice.

12.09. Approval Required. The Association shall not, without the prior favorable vote or the written consent of the Owners of a majority interest in the undivided ownership of the Common Areas and Facilities, have the authority to purchase or sell any real property or add any property to the Common Areas and Facilities.

12.10. Additional Facilities. The Association shall, subject to any necessary approval, have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the best interests of the Unit Owners and to effect the necessary amendment of documents and maps in connection therewith.

ARTICLE XIII

EASEMENTS

13.01. Easements. In addition to the easements created by the Act, the following easements set forth below are hereby reserved and established.

13.02. Use and Enjoyment. Every Unit Owner, his successors, heirs and assigns, tenants, invitees and guests, shall have a right and easement of use and enjoyment in and to the Common Areas and Facilities (including the right of access, ingress and egress to and from his Unit over those portions of the Property designated for such purposes) and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions: The right of the Association to control the use and enjoyment thereof as provided in this Declaration, which shall include but not be limited to the right of the Association to limit the use and enjoyment thereof to the Unit Owners and their respective tenants, invitees and guests; the rights of the Association to limit the use of the Common Areas and Facilities by the Unit Owners, their tenants, invitees and guests; and right of the Association to suspend the voting rights of a Unit Owner for any period of time during which an assessment (or any portion of any monthly installment thereof) against his Unit is due and remains unpaid or for a reasonable time for infraction of the Association's published rules and regulations;

13.03. Maintenance and Repair. There shall be an easement in favor of the Association through the Units and the Common Areas and Facilities for the installation, maintenance, repair and replacement of Units and the Common Areas and Facilities. Use of this easement shall be only during normal business hours, except that access may be had at any time in the case of emergency;

13.04. Structural Support. Every portion of a Unit or the Common Areas and Facilities which contributes to the structural support of another Unit or the Common Areas and Facilities shall be burdened with an easement of structural support;

13.05. Utilities. The Association shall have the power to grant and accept easements over, through and across the Project for the installation, maintenance and replacement of utilities and other purposes, and as otherwise provided in the Act;

13.06. General. (i) There shall be a general easement to the Association, its directors, officers, agents and employees (including, but not limited to any manager employed by the Association) to enter upon the Project or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to the Unit Owner(s) directly affected thereby, and (ii)

the Declarant and his duly authorized agents, representatives and employees shall have an easement on and over the Common Areas and Facilities for the purposes of making improvements in and to the Project and for the purpose of doing any and all things reasonably necessary and proper in connection therewith;

13.07. In the event that, by reason of the construction, reconstruction, settlement or shifting of any part of a building, any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon any part of any Unit or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities or any other Unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing any such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Unit Owner or in favor of the Unit Owners as owners of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of such Unit Owner or Owners occurring after the date on which this Declaration is recorded.

ARTICLE XIV

CHANGE IN OWNERSHIP

The Association shall maintain up-to-date records showing the name of each Owner, the address of such Owner, and the Unit which is owned by him. In the event of any transfer of a fee or undivided fee interest in a Unit either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of the county where the Project is located. The Association may for all purposes act and rely on the information concerning Owners and Unit Ownership which is thus acquired by it or, at its option, the Association may act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the County Recorder of the county where the Project is located. The address of an Owner shall be deemed to be the address of the Unit owned by such Owner unless the Association is otherwise advised. An Owner who fails to so furnish the above information shall continue to be liable for monthly assessments of common expenses even after transferring ownership of the Unit.

ARTICLE XV

00501380 Bk01125 Pg00599

ASSESSMENTS

15.01. General Obligation. Each Unit Owner shall be responsible for and hereby covenants and agrees to pay to the

Association all sums lawfully assessed by the Association against the Unit Owner or Unit, whether for the share of the Common Expenses appertaining to that Unit or otherwise, including those special assessments described in Section 15.02 hereinbelow, which assessments are to be fixed, established and collected from time to time by the Board of Trustees of the Association in accordance with this Declaration and the Bylaws of the Association. Pursuant to §57-8-20 of the Act, such assessments shall constitute a lien in favor of the Association on the Unit or Units against which each such assessment is levied and such assessment, together with the lien thereof, shall include (a) a late or delinquency charge, (b) interest on each assessment or installment thereof, and any delinquency or late charge appertaining thereto, from the date the same was first due and payable, (c) the costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Unit, and reasonable attorneys' fees actually incurred, and (d) the fair rental value of the Unit or Units from the time of the institution of suit until the sale of that Unit at foreclosure (or until satisfaction of the judgment rendered in such suit), all in accordance with and to the maximum extent permitted by §57-8-20 of the Act. The recordation of the Declaration pursuant to the Act shall constitute served notice of the existence of such lien, and no further recordation of any claim of lien for assessment shall be required.

15.02. Special Assessments. Each owner of a Unit shall be liable for and shall pay special assessments for Common Expenses incurred by the Association, as follows:

(a) any Common Expenses (i) associated with the maintenance, repair, renovation, restoration, or replacement of screens, glass or other enclosure material appurtenant to any Limited Common Area or (ii) incurred by the Association pursuant to Section 22.02(g) herein shall be specially assessed against the Unit or Units to which that Limited Common Element was assigned at the time such expenses were made;

(b) any Common Expenses benefiting less than all of the Units shall be specially assessed equitably among all of the Units so benefited;

(c) any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the licensees or invitees of any such Unit or Units shall be specially assessed against the Unit or Units, the conduct of any occupant, licensee or invitee of which occasioned any such Common Expenses;

(d) any other Common Expenses significantly or disproportionately benefiting certain Units shall be assessed equitably among such Units; and

(e) any common Expenses relating to an insufficiency of insurance proceeds for reconstruction or repair of casualty damage.

In addition to the special assessments authorized hereinabove, and in addition to the special assessment for reconstruction or repair of casualty damage, the Board of Trustees of the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any capital addition to or capital improvement of the Common Areas and Facilities (including the necessary fixtures and personal property related thereto), or for the cost of repair or replacement of a portion of the Common Areas and Facilities (including the necessary fixtures and personal property related thereto, which is for the benefit of all unit Owners in the Project as a whole. The Association shall endeavor to anticipate and budget for special assessments, and to collect such assessments in monthly installments over a reasonable period of time; provided, however, nothing herein shall prevent the Association from requiring payment of a special assessment in a lump sum or at more or less frequent intervals if such payments are in the best interest of the Association.

ARTICLE XVI

DESTRUCTION OR DAMAGE

16.01. In the event of destruction of or damage to part or all of the improvements in the Condominium Project, the procedures of this Article XVI shall apply.

(a) If the proceeds of the insurance maintained by the Association are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.

(b) If less than seventy-five percent (75%) of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Association are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all of the Unit Owners shall be assessed for any deficiency on the basis of their respective appurtenant percentages of undivided ownership interest in the Common Areas and Facilities, said assessment becoming a lien on the Units as provided in the Act.

(c) If seventy-five percent (75%) or more of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Association are not alone sufficient to accomplish restoration, and if the Unit Owners within one hundred (100) days after the destruction or damage by a vote of at least seventy-five percent (75%) of the entire undivided ownership interest in the Common Areas and Facilities of the Project elect to repair or reconstruct the affected

improvements, restoration shall be accomplished in the manner directed under subsection (b) above.

(d) If seventy-five percent (75%) or more of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Association are insufficient to accomplish restoration, and if the Unit Owners do not, within one hundred (100) days after the destruction or damage and by a vote of at least seventy-five percent (75%) of the entire undivided ownership interest in the Common Areas and Facilities of the Project, elect to repair or reconstruct the affected improvements, the Association shall promptly record with the County Recorder of the county where the Project is located a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated, shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

(e) Any reconstruction or repair which is required to be carried out by this Article XVI shall be accomplished at the instance and direction of the Association. Any determination which is required to be made by this section regarding the extent of damage to or destruction of Project improvements shall be made as follows:

16.02. The Association shall select three (3) appraisers; each appraiser shall independently estimate the percentage of project improvements which have been destroyed or substantially damaged the percentage which governs the application of the provisions of this Article XVI shall be the median of the three (3) estimates.

ARTICLE XVII

TAXES

It is understood that under the Act each Unit, together with its fraction of undivided interest in the Common Areas and Facilities in the Project, is deemed a parcel and subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law. Each Unit Owner will, accordingly, pay and discharge any and all taxes which may be assessed against his Condominium. All taxes, assessments and charges which may become liens prior to any First Mortgage shall relate only to the individual Unit against which they are assessed and not to the Project as a whole.

ARTICLE XVIII

INSURANCE

18.01. Hazard Insurance. The Association shall at all times maintain in force hazard insurance meeting the following requirements:

(a) A multi-peril type policy covering the entire Condominium Project (both Units and Common Areas and Facilities) shall be maintained. Such policy shall provide coverage against loss or damage by fire and other hazards covered by the special extended coverage endorsement including debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location, and use. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than one hundred percent (100%) of the full insurable value of the Project (based upon replacement cost). Such policy shall include an "Agreed Amount Endorsement" or its equivalent, and, if necessary or appropriate, an "Increased Cost of Construction Endorsement" or its equivalent.

(b) If a steam boiler is or comes to be contained in the Project, there shall be maintained boiler explosion insurance and a broad form policy of repair and replacement boiler and machinery insurance, evidenced by the standard form of boiler and machinery insurance policy. Said insurance shall, as a minimum, provide coverage in the amount of Fifty Thousand Dollars ($50,000.00) per accident per location. If the steam boiler benefits less than all of the Units in the Project, then any insurance premiums for the insurance required hereunder shall be specially allocated amongst the Units being so benefitted.

(c) If the Project is or comes to be situated in a locale identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a "blanket" policy of flood insurance on the Condominium Project shall be obtained and maintained. The minimum amount of coverage afforded by such policy shall be the lesser of the maximum amount of insurance available under the said Act or the aggregate of the unpaid principal balances of the Mortgages affecting the individual Units. Such policy shall be in the form of the standard policy issued by members of the National Flood Insurers Association or in the form of a policy which meets the criteria established by the Flood Insurance Administration.

(d) The named insured under each policy required to be maintained by the foregoing items (a), (b) and (c) shall be in form and substance essentially as follows: "The Association, for the use and benefit of the individual Unit Owners".

(e) Each such policy shall include the standard mortgagee clause (without contribution) which either shall be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of Mortgagees as their interests may appear or shall be otherwise endorsed to fully protect the interests of Mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each Mortgagee at least sixty (60) days in advance of the effective date of any reduction in or cancellation of the policy.

(f) Each such policy shall provide that notwithstanding any provision thereof which gives the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable if it is in conflict with any requirement of law or without the prior written approval of the Association.

18.02. Fidelity Insurance. The Association shall be authorized to maintain in force fidelity coverage against dishonest acts on the part of managers (and employees of managers), trustees, employees, officers, Association members, or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the obligee or insured and shall be written in an amount sufficient to afford the protection reasonably necessary, but in no event less than one and one-half times (150%) the Project's estimated annual operating expenses and reserves. An appropriate endorsement to the policy shall be secured to cover persons who serve without compensation if the policy would not otherwise cover volunteers.

18.03. Liability Insurance. The Association shall at all times maintain in force a comprehensive policy of public liability insurance covering all of the Common Areas and Facilities. Such insurance shall include a "Severability of Interest Endorsement'' or its equivalent which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of other Unit Owners or the Association. The coverage afforded by such public liability insurance shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, garage-keeper's liability (if applicable), and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location, and use. The limits of liability under such insurance shall not be less than One Million Dollars ($1,000,000.00) for all claims for personal injury, death and/or property damage arising out of a single occurrence. Liability insurance covering the association directors and officers against "wrongful acts" as defined in such insurance policies shall also be procured insuring the Association for its obligation to indemnify the Association members for liability arising from service to the Association.

18.04. General Requirements Concerning Insurance. Each insurance policy maintained pursuant to the foregoing Sections 18.01 through 18.03 shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a financial rating by Best's Insurance Reports of B+ or better for General Policy Holders Rating and X for Financial Size Rating. No such policy shall be maintained where:

(a) under the terms of the carrier's charter, bylaws or policy, contributions may be required from, or assessments may be made against, a Unit Owner, a Mortgagee, the Association, a Unit, the Common Areas, or the Project;

(b) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members;

(c) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled from collecting insurance proceeds; or

(d) the policy provides that the insurance thereunder shall be brought into contribution with insurance purchased by the individual Unit Owners or their Mortgagees.

18.05. General Requirements Concerning Coverage. Each policy maintained pursuant to the foregoing Sections 18.01 through 18.03 shall provide that:

(a) coverage shall not be prejudiced by any act or neglect of the Unit Owners when such act or neglect is not within the control of the Association;

(b) coverage shall not be prejudiced by any failure by the Association to comply with any warranty or condition with regard to any portion of the Project over which the Association has no control;

(c) coverage may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least sixty (60) days prior written notice to any and all insureds named therein, including any Mortgagee named as an insured and

(d) the insurer waives any right of subrogation it might have to any and all claims against the Association, the Association, any Unit Owner, and/or their respective agents employees or tenants, and any defense it might have based upon co-insurance or upon invalidity arising from acts of the insured.

If, due to changed circumstances, excessive cost, or any other reason, any of the insurance coverage required to be obtained and maintained under Sections 18.01 through 18.03 cannot

reasonably be secured, with respect to such coverage the Association shall obtain and maintain such substitute, different or other coverage as may be reasonable and prudent under the circumstances as they then exist.

ARTICLE XIX

PAYMENT OF EXPENSES

19.01. Assessments; Interest on Late Payments. Each Unit Owner shall pay the Association his allocated portion of assessments made by the Association and his allocated portion of the cash requirement to manage and operate the Condominium Project, upon the terms, at the time, and in the manner herein provided without any deduction on account of any set-off or claim which the Owner may have against the Association or Association. If the Unit Owner shall fail to pay any installment within ten (10) days of the time when the same becomes due, the Owner shall pay interest thereon at the rate of eighteen percent (18%) per annum from the date when such installment shall become due to the date of the payment thereof.

19.02. Reserve Fund. The cash requirements above referred to for each year, or portion of the year, are hereby defined and shall be deemed to include an adequate reserve fund for maintenance, repairs and replacement of those Common Areas and Facilities that must be replaced on a periodic basis, plus such aggregate sum as the Association from time to time shall determine, in its judgment, is to be paid by all the Unit Owners of the Condominium Project then in existence to enable the Association to pay all estimated expenses and outlays of the Association to the close of such year, growing out of or in connection with the maintenance and operation of such land, building, and improvements; which sum may include, among other things, the cost of management, special assessments, fire, casualty, flood, fidelity, public liability and other insurance premiums, common lighting, landscaping and the care of the grounds, repairs, and renovations to Common Areas and Facilities, snow removal, wages, all utility services (except telephone, electricity, gas and other services which are separately billed or metered to the individual Units by the utility or party furnishing such service), legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency or other necessary reserve or surplus fund, as well as all other costs and expenses relating to the Condominium Project. The Association may, from time to time, up to the close of the year for which such cash requirements have been so fixed or determined, increase or diminish the amount previously fixed or determined for such year. It may include in the cash requirements for any year, any liabilities or items of expense which accrued or became payable in the previous year, or which might have been included in

Common Expenses may be maintained without foreclosure or waiving the lien (described hereafter) securing the same. If not paid when due, the amount of any assessment, whether regular or special, assessed to a Unit plus interest at eighteen percent (18%) per annum, costs of action and reasonable attorney's fees, shall become a lien upon such Unit upon recordation of a notice thereof as provided by the Act. The said lien for non-payment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

(a) tax and special assessment liens on the Unit in favor of any assessing unit, or special district; and

(b) encumbrances on the interest of the Unit Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

19.07. Liability of Grantee. In any conveyance, except to a mortgagee as hereinafter set forth, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee. However, any such grantee shall be entitled to a statement from the Manager or Association setting forth the amounts of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth.

19.08. Certificate Regarding Assessments. A certificate executed and acknowledged by the Manager or Association stating the unpaid assessment for Common Expenses then outstanding with respect to a Unit shall be conclusive upon the Association and the Unit Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Unit Owner or encumbrances or prospective Unit Owner or encumbrancees of a Unit upon request at a reasonable fee initially not to exceed Twenty Five Dollars ($25.00). Unless the request for a certificate of indebtedness shall be complied with within ten (10) days, all unpaid Common Expenses which become due prior to the date of making of such request shall be subordinate to the lien or interest held by or obtained by the person making the request. Any encumbrancee holding a lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and upon such payment that encumbrancee shall have a lien on that Unit of the same rank as the lien of his encumbrance for the amounts paid.

19.09. Lien Rights. Upon payment or other satisfaction of delinquent assessments concerning which a notice of assessment has been recorded, the Association shall cause to be recorded in the same manner as the notice of assessment a further notice stating

00501380 BK01125 PG00607

the satisfaction and release of the lien thereof. Such lien for non-payment of assessment may be enforced by sale by the Association or by a bank or trust company or title insurance company authorized by the Association, such sale to be conducted in accordance with the provisions of the law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the Unit Owner shall be required to pay the costs and expenses of such proceedings including reasonable attorney's fees.

19.10. Rent During Redemption Period. In the event of foreclosure, the Unit Owner, if he is an owner-occupier and desires to remain in the Unit during any redemption period, shall be required to pay a reasonable rental for the Unit and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the security. The Association or Manager shall have the power to bid on the Unit at foreclosure or other sale and to hold, lease, mortgage and convey the Unit.

19.11 Working Capital Fund. The Association shall establish and maintain a working capital fund for the calendar year 199? in an amount equal to $2?,???. Each Unit' s share of the working capital fund will be collected by the Declarant from the purchaser of a Unit and transferred to the Association by the Declarant at the time of the sale of a Unit by the Declarant prior to the end of the calendar year 1998, and the Association shall maintain such fund in a segregated account for the use and benefit of the Association. Amounts paid into the fund shall not be deemed to be advance payments of the regular quarterly assessment of Common Expenses, but shall be in addition thereto. After the end of 199?, the working capital fund shall be maintained as required by the Association. In the event that the Declarant has not sold all of the Units by the end of calendar year 1998, then for each Unit still owned by the Declarant the Declarant shall pay to the Association each such Unit's entire share of the 1998 working capital fund.

ARTICLE XX

MORTGAGEE PROTECTION

20.01. Default Notice to Mortgagees. From and after the time a Mortgagee makes written request to the Association therefor, the Association shall notify such Mortgagee in writing in the event that the Owner of the Unit encumbered by the mortgage held by such Mortgagee neglects for a period of sixty (60) or more days to cure any failure on his part to perform any of his obligations under this Declaration.

20.02. Subordination of Lien Rights. The lien or claim against a Unit for unpaid assessments or charges levied by the

00501380 Bk01125 Pg00608

Association pursuant to this Declaration or the Act shall be subordinate to a First Mortgage affecting such Unit. A First Mortgagee who obtains title to a Unit pursuant to his First Mortgage or a deed or assignment in lieu of foreclosure shall not be liable for such Unit's unpaid assessments which accrue prior to the acquisition of title to such Unit by the First Mortgagee and shall take the same free of such lien or claim for unpaid assessments or charges, but only to the extent of assessments or charges which accrue prior to the acquisition of title to such Unit by such First Mortgagee (except for claims for a pro rata share of such prior assessments or charges resulting from a pro rata reallocation thereof to all Units including the Unit in which the First Mortgagee is interested). No assessment, charge, lien or claim which is described in the preceding sentence as being subordinate to a First Mortgage or as not a burden to a First Mortgagee coming into possession pursuant to his First Mortgage or a deed or assignment in lieu of foreclosure shall be-collected or enforced by either the Association or the Association from or against a First Mortgagee, a successor in title to a First Mortgagee, or the Unit affected or previously affected by the mortgage concerned (to the extent any such collection or enforcement would prejudice the interests of the First Mortgagee or successor in title to the First Mortgagee interested in such Unit).

20.03. First Mortgagee Approval. Unless all of the First Mortgagees have given their prior written approval, the Association shall not be entitled, by act, omission, or otherwise:

(a) to seek to abandon or terminate the Condominium Project or to abandon or terminate the arrangement which is established by this Declaration and the Record of Survey Map (except as provided in Article XVI hereof in the event of certain destruction or damage);

(b) to partition or subdivide any Unit other than pursuant to the terms of Sections 6.03 and 6.04 hereof;

(c) to seek to abandon, partition, subdivide, encumber, sell or transfer all or any of the Common Areas and Facilities (except for the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities except as provided in Article XVI hereof in the event of certain destruction or damage);

(d) to use hazard insurance proceeds resulting from damage to any part of the Condominium Project (whether to Units or to the Common Areas) for purposes other than the repair, replacement, or reconstruction of such improvements, except as provided by statute in the event of substantial loss to the Units and/or Common Areas and Facilities;

(e) to change the pro rata interests or obligations of any Unit which apply for (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for (2) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities; provided, however, that nothing herein shall impair, restrict or prevent the exercise of Declarant's rights under Sections 10.02 and 10.03 hereof, or the Association's rights under Section 10.04 hereof;

(f) to alter the provisions of Article XVIII hereof in such a way as to diminish the insurance protection required to be afforded to the parties designed to be protected thereby, or to fail to maintain the insurance coverage described therein.

20.04. Mortgagees' Rights to Inspect Records. Any Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Association or of the Condominium Project. From and after the time a Mortgagee makes written request to the Association therefor, the Association shall furnish to such Mortgagee copies of such annual operating reports and other reports or writings summarizing or reflecting the financial position or history of the Condominium Project as may be prepared for distribution to or use by the Association or the Unit Owners.

20.05. Notice of Loss or Condemnation to Mortgagees. From and after the time a Mortgagee makes written request to the Association therefor, the Association shall notify such Mortgagee in writing in the event that there occurs any damage or loss to, or any taking or anticipated condemnation of: (a) the Common Areas involving an amount in excess of, or reasonably estimated to be in excess of, Ten Thousand Dollars ($10,000.00); or (b) any Unit involving an amount in excess of, or reasonably estimated to be in excess of, One Thousand Dollars ($1,000.00). Said notice shall be given within ten (10) days after the Association or said Association learns of such damage, loss, taking or anticipated condemnation.

20.06. First Mortgagees' Priority. Nothing contained in this Declaration shall give a Unit Owner, or any other party, priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of condominium Units and/or Common Areas and Facilities.

20.07 Conflict. In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Article XX, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority as the case may be, applicable to the Association with respect to the subject concerned.

20.08. Amendments. No amendment to this Article XX which has the effect of diminishing the rights, protection or security afforded to First Mortgagees shall be accomplished or effective unless all of the First Mortgagees of the individual Units have given their prior written approval to such amendment. Any amendment to this Article XX shall be accomplished by an instrument executed by the Association and filed for record in the office of the County Recorder of the county where the Project is located. In any such instrument an officer of the Association shall certify that any prior written approval of First Mortgagees required by this Article XX as a condition to amendment has been obtained.

ARTICLE XXI

EMINENT DOMAIN

In the event that eminent domain proceedings are commenced against the Project or any portion thereof, the provisions of §57-8-32.5 of the Act shall apply. The Association shall give written notice of such proceedings to all Mortgagees of record. No first lien priority of any Mortgagee shall be diminished or otherwise disturbed by virtue of such proceedings.

ARTICLE XXII

MAINTENANCE

22.01. Association. Except as may be otherwise specifically provided for herein, the responsibility of the Association with respect to the maintenance and repair of the Project shall be as follows:

(a) Subject to the Unit Owner's obligations set forth in Section 22.02 below, to maintain in good working order and condition, repair and replace the Common Areas and Facilities, including the Limited Common Areas, provided, however, that the Association may with the consent of Unit Owners to which seventy-five percent (75%) of the voting rights of the Association appertain, alter the use or form of the Common Areas and Facilities including, without limitation, construction of improvements thereon, or elect not to repair or replace any portion of the Common Areas and Facilities damaged by casualty or otherwise in accordance with the provisions of Article XVI hereof;

(b) To provide exterior maintenance of the building containing the Units;

(c) To provide exterior and interior cleaning and maintenance of the parking garage structure; and

(d) To provide cleaning and maintenance of the exterior side of windows of the Project.

22.02. Unit Owner(s). The responsibility of a Unit Owner with respect to the maintenance and repair of his Unit, shall be as follows:

(a) To maintain, repair and replace all portions of his Unit as described in Section 5.03 hereof. The responsibility of the Unit Owner shall include the maintenance, repair and replacement of all fixtures and equipment installed in or as a part of his Unit, including without limitation the maintenance, repair and replacement of the wiring, plumbing, heating ducts and components, the air conditioning and heating systems, fireplaces, chimneys and flues, the windows, screens and exterior lights, if any, serving his Unit;

(b) To keep in a neat, clean and sanitary condition his Unit and any Limited Common Areas serving his Unit, subject to the Association's primary responsibility for cleaning and maintenance of the parking garage structure and the exterior side of windows of the Project;

(c) To perform his responsibilities in such manner so as not to unreasonably disturb persons in other Units;

(d) Not to paint or otherwise decorate or change the outside appearance of his Unit, any appurtenances thereto, or any Limited Common Areas serving his Unit. Further, the design, type, location, size, color and intensity of all exterior lights and the design and type of all exterior windows shall be subject to control by the Board of Trustees of the Association;

(e) To promptly report to the Association or its agents any defect or need for repairs, for which the Association is responsible;

(f) Not to make any alteration in the portions of the Unit which are to be maintained by the Association, or to remove any portion thereof, or to make any additions thereto, or do anything with respect to the exterior or interior of the Unit which would or might jeopardize or impair the safety or soundness of any Unit without first obtaining the written consent of the Board of Trustees of the Association and all Unit Owners and mortgagees of the Units affected, no, shall any Unit Owner impair any easement without first obtaining written consent of the Association and of the Unit Owner or Owners and their mortgagees for whose benefit such easement exists; and

(g) To pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Unit Owner, but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the

obligation to do), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Unit Owner, his family, tenants or guests; with the cost thereof to be specially assessed against such Unit Owner in accordance with Section 15.02 hereof and the Bylaws of the Association.

ARTICLE XXIII

AMENDMENT

In addition to the amendment provisions contained in Article X and Section 6.04 hereof, and subject to the terms of Article XX, this Declaration and/or the Map may be amended upon the affirmative vote or approval and consent of owners having ownership of not less than two-thirds (2/3rds) of the undivided interest in the Common Areas and Facilities. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Association. In said instrument the Association shall certify that the vote or consent required by this Article XXIII has occurred. Notwithstanding any other provision contained herein, until occurrence of either of the events referred to in Article XXV hereof, no amendment to the Map or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection or control given to Declarant (in its capacity as Declarant) herein shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant.

ARTICLE XXIV

CONSENT IN LIEU OF VOTE

In any case in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the stated percentage of undivided ownership interest. The following additional provisions shall govern any application of this section:

(a) all necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner;

(b) any change in ownership of a Unit which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose; and

(c) unless the consents of all Owners having an interest in the same Unit are secured, the consent of none of such Owners shall be effective.

ARTICLE XXV

MISCELLANEOUS

25.01 Severability. The invalidity of any one or more phrases, sentences subparagraphs, paragraphs, sections or articles hereto shall not affect the remaining portions of this instrument nor any part thereof, and in the event that any portion or portions of this instrument should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, section or sections, or article or articles had not been inserted.

25.02. Declarant's Rights Assignable. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. Any Mortgage covering all Condominium Units in the Project, title to which is vested in the Declarant, shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the unexercised or then-unused rights, powers, authority, privileges, protections and controls which are accorded to Declarant (in its capacity as Declarant herein).

25.03. Gender. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

25.04. Waivers. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

25.05. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

25.06 Effective Date. This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed on its behalf this 9th day of JANUARY, 1998.

PROSPECTOR PLAZA, L.C.,
a Utah limited liability company

By: Acorn Associates, a New York general partnership, its Manager

By: _____
Donald J. Resnick
General Partner

STATE OF UTAH)
) ss.
COUNTY OF Montgomery)

On the 9th day of January, 1998, personally appeared before me Donald J. Resnick, signer of the above Declaration, who being duly sworn, did say that he is a genral partner of Acorn Associates, the Manager of Prospector Plaza, L.C., a limited liability company of the State of the State of Utah, and that the Declaration was signed in behalf of said company under authority granted by its partnership agreement, and said Donald J. Resnick duly acknowledged to me that said partnership executed the same.

Carol G. Driver
Notary Public
Residing at:
251 Talmage Terr.
West Chester, Pa 19380

My Commission Expires:

Notarial Seal
Carol G. Driver, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Aug. 1, 1998

00501380 Bk01125 Pg00615

APPROVAL BY CITY

PARK CITY, a body corporate and politic, and the City in which PARK CITY SURGICAL AND MEDICAL PLAZA, a Utah Condominium Project is located, by and through its duly elected mayor, does hereby give final approval to the said Project, to the foregoing Declaration, to the Record of Survey Map recorded concurrently herewith, and to the attributes of the said Project which are mentioned in § 57-8-35(3) of the Utah Condominium Ownership Act, as amended and expanded by the Laws of Utah, 1975, Chapter 173, Section 18.

DATED _____

PARK CITY

By _____
Mayor

ATTEST:

_____
Recorder

00501380 Bk01125 Pg00616

CONSENT TO RECORD

The undersigned FLOYD L. ENGLISH AND ELAINE ENGLISH, holders of a deed of trust on the property subject hereto, does hereby consent to the recordation of this Condominium Declaration and to the recordation of the Record of Survey Map recorded concurrently herewith and consents to the submission of the property to the Utah Condominium Ownership Act.

Floyd L. English
Floyd L. English

Elaine English
Elaine English

STATE OF COLORADO }
} ss.
COUNTY OF EAGLE }

CHRISTOPHER B. LOWE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 02/02/2002

On the 7th day of MARCH, 1998, personally appeared before me Floyd L. English and Elaine English, signers of the above Consent to Record, who being duly sworn, did acknowledge to me that they executed the same.

Notary Public
Residing at: PO Box 2220
EAGLE, COLORADO, 81631

My Commission Expires:
2/02/2002

Exhibit "B"

BYLAWS
OF
PARK CITY SURGICAL AND MEDICAL PLAZA ASSOCIATION, INC.
A UTAH NON-PROFIT CORPORATION

ARTICLE I

PRINCIPAL OFFICE

The principal office of the Association shall be Suite E-302, 1500 Kearns Boulevard, Park City, Utah 84060.

ARTICLE II

MEETINGS OF MEMBERS

2.1. Annual Meeting. The annual meeting of the members shall be held at 7:00 p.m. on the second Monday in March of each year at the principal office of this Association, or at such other place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided, however, that, whenever such date falls upon a legal holiday, the meeting shall be held on the next succeeding business day. And further provided that the Board of Trustees may by resolution fix the date of the annual meeting at such other date as the Board may deem appropriate. At such meeting, the members shall elect trustees for one (1) year terms to serve until their successors shall be elected and shall qualify. Only members of the Association shall be elected Trustees; provided, however, that officers and/or duly authorized agents of the corporate members may also be elected trustees of the Association. The number of trustees shall be at least three (3) and not more than five (5).

2.2. Special Meetings. Special meetings of the members may be called by the President, by a majority of the Board of Trustees, or by any number of members whose holdings shall not be less than one-third (1/3) of the memberships of the Association.

2.3. Notice of Meetings. Notice of all annual and special meetings of the members shall be given in accordance with the statutes of the State of Utah. Whenever all of the members shall meet in person or by proxy, such meetings shall be valid for all purposes without call or notice, or waiver of call and notice. No notice of any meeting of members shall be necessary if waiver of notice be signed by all of the members, whether before or after the time of the meeting.

00501380 Bk01125 Pg00618

EXHIBIT "A"

LEGAL DESCRIPTION

ALL of LOT 42, PROSPECTOR SQUARE, AMENDED, according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

EXCEPTING THEREFROM:

LOT 42 A, according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder and described as follows:

BEGINNING at a point South 47°22' West along the Lot line 266.86 feet from the Northwest Corner of said Lot 42; thence South 42°38' East 294.78 feet to a point on the South line of said lot, said point is also on a curve to the right, the radius point of which is North 50°42'16" West 100 feet; thence Westerly along the arc of said curve and said South line 171.17 feet to the point of tangency; thence North 42°38' West along said South line 180.77 feet to a point of a 15 foot radius curve to the right; thence Northerly along the arc of said curve 23.56 feet to the point of tangency; thence North 47°22' East 99.04 feet to the point of beginning.

The above described property also known by the street address of:

1850 Sidewinder Drive
Park City, UT 84060

2.4. Presiding Officer. The President, and in his absence a Vice President, shall preside at all such meetings.

2.5. Voting Requirements. When a quorum is present in person or represented by proxy at any meeting, the vote of members holding the right to cast a majority of the votes entitled to be cast on said matter shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes of the State of Utah, or of the Articles of Incorporation or these By-laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast by the members either in person or by proxy. All proxies shall be in writing, and in the case of proxies for the annual meeting, they shall be delivered to a credentials committee consisting of the President, a Vice President and Secretary of the Association at least ten (10) days prior to said annual meeting. Proxies for special members meetings must be of record with the credentials committee least five (5) days prior to the holding of such special members meetings. If instructed, the Secretary shall enter a record of such proxies in the minutes of the meeting. On all matters presented to a vote of the members, the holder of each membership shall have that number of votes determined by multiplying one hundred (100) votes by the undivided percentage interest in the Common Areas of the Project appurtenant to the Unit to which such membership is appurtenant. The cumulative voting rights set forth in the Articles of Incorporation shall apply to any vote relating to the election of Trustees. No matter shall be deemed to have been approved by the members unless it shall have been presented to and received the affirmative vote of members holding the right to cast a majority of the votes entitled to be cast thereon. In the case of a membership owned as joint tenants, each such joint tenant shall have that number of votes determined by dividing the number of votes attributable to the membership by the number of joint tenants who own the membership.

2.6. Registered Members. At annual meetings of the members, only such persons shall be entitled to vote in person or by proxy as appear as members upon the transfer books of the Association on the 30th day before such annual members meeting. The Board of Trustees may, by resolution, fix a date in advance of the date of special members meetings upon which a member must appear as a member of record on the Association's transfer books in order to be entitled to vote at such special members meetings; provided, however, that said date shall in no event be fixed at fewer than ten (10) nor more than thirty (30) days prior to the date set for such meeting.

00501380 Bk01125 Pg00620

2.7. Quorum. At any meeting of the members, members entitled to cast a majority of the votes of the Association present in person or by proxy shall constitute a quorum of the members for all purposes. In the absence of a quorum, the chairman of the meeting may adjourn the meeting from time to time, without notice

other than by announcement at the meeting, until holders of the amount of memberships requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

2.8. Waiver of Irregularities. All inaccuracies and/or irregularities in calls, notices of meeting and in the manner of voting, form of proxies, credentials and methods of ascertaining those present shall be deemed waived if no objection is made at the meeting.

ARTICLE III

BOARD OF TRUSTEES

3.1. Responsibilities. The business and property of the Association shall be managed by its Board of Trustees (herein designated and referred to as the "Board of Trustees"). The Board of Trustees may, however, enter into such management agreement or agreements with third persons as it may deem advisable.

3.2. Vacancies. In case of any vacancy in the Board of Trustees, the remaining, members of the Board may elect a successor trustee or trustees to hold office until the next meeting of the members.

3.3. Regular Meetings. A regular annual meeting of the trustees shall be held immediately after the adjournment of each annual members meeting at the place at which such members meeting was held . Regular meetings, other than the annual meeting shall be held at regular intervals at such places and at such times as the Board of Trustees may from time to time by resolution provide.

3.4. Special Meetings. Special meetings of the Board of Trustees shall be held whenever called by the President, the Vice President or by a majority of the Board. By unanimous consent of the trustees, special meetings of the Board may be held without call or notice at any time or place. Notice of all calls and meetings of the Board of Trustees shall be as provided in these Bylaws.

3.5. Quorum. A quorum for the transaction of business at any meeting of the trustees shall consist of a majority of the trustees then in office.

00501380 Bk01125 Pg00621

3.6. Committees. The Board of Trustees may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two (2) or more of the members of the Association, which, to the extent provided in said resolution, shall have and may exercise the powers in said resolution set forth. Such committee or committees shall have such name or names as may be determined from time to time by resolution

adopted by the Board of Trustees. Such committees shall keep regular minutes of their proceedings and report the same to the Board of Trustees when required. The President may appoint persons to full vacancies on each of said committees occasioned by death, resignation, removal or inability to act for any extended period of time.

3.2. Additional Facilities. The Board of Trustees shall have the authority to provide such facilities, in addition to those for which provisions has already been made, as it may deem to be in the interest of the members.

ARTICLE IV

OFFICERS

4.1. Selection of Officers. The Trustees shall elect or appoint the officers of the Association. Such election or appointment shall regularly take place at the first meeting of the trustees immediately following the annual meeting of the members: provided, however, that election of officers may be held at any other meeting of the Board of Trustees.

4.2. Additional Officers. The Board of Trustees may appoint such other officers, in addition to the officers hereinbelow expressly named, as they shall deem necessary, who shall have such authority to perform such duties as may be prescribed from time to time by the Board of Trustees or by the President.

4.3. Removal. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the then members of the Board of Trustees.

4.4. President. The President shall be the chief executive officer of the Association and shall exercise general supervision over its property and affairs. He shall sign on behalf of the Association all membership certificates, conveyances, mortgages and contracts and shall do and perform all acts and things which the Board of Trustees may require of him. He shall receive such compensation for his services as may be fixed or approved by the Board of Trustees. The President shall be invited to attend meetings of each committee.

00501380 Bk01125 Pg00622

4.5. Vice President. In the event of the President's absence or inability to act, the Vice President shall have the powers of the President. He shall perform such other duties as the Board of Trustees may impose upon him and shall receive such compensation as may be fixed or approved by the Board of Trustees.

4.6. Secretary. The Secretary shall keep the minutes of the Association, its membership books and such books and records as these Bylaws or any resolution of the trustees may require him to keep. He shall be the custodian of the seal of the Association

and shall affix the seal to all papers and instruments requiring it. He shall perform such other services as the Board of Trustees may impose upon him and shall receive such compensation as the Board of Trustees may fix or approve. One or more Assistant Secretaries may be elected, who shall, in the event of the Secretary's absence or inability to act, perform the duties and functions of the Secretary.

4.7. Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees and shall, when requested by the President so to do, report the state of the finances of the Association at each annual meeting of the members and at any meeting of the trustees, He shall perform such other services as the Board of Trustees may require of him and shall receive compensation as the Board of Trustees may fix or approve.

ARTICLE V

SEAL

The Board of Trustees shall at its option have the authority to select a seal for the corporation. Such seal shall be impressed with the name of the corporation and shall indicate that the corporation is a corporation of the State of Utah.

ARTICLE VI

MEMBERSHIP CERTIFICATES

6.1. Form of Certificates. The Association shall not be required to issue certificates evidencing membership. If the Board of Trustees should determine to issue membership certificates, the holders of such certificates shall be determined by Articles I and II of the Articles of Incorporation and such certificates shall further be issued and controlled in accordance with the following:

00501380 Bk01125 Pg00623

6.2. Issuance. All membership certificates shall be signed by the President or Vice President and by the Secretary of an Assistant Secretary. The name of the initial owner of each certificate shall be entered on its stub. Each owner of a Unit (hereinafter designated a "Unit") in the Project shall be issued a membership certificate for each Unit owned by him. The conveyance or other disposition by a member of all of such member's entire ownership interest in a Unit shall be deemed to constitute, and may be treated by the Association as a transfer and conveyance by such member to his successor in interest in ownership of said Unit of the membership in the Association which is appurtenant to the Unit sold or disposed of, and the Association shall be entitled to cancel the certificate evidencing such membership, whether or not said certificate is surrendered, and reissue the same to the new

owner or owners of such Unit upon such terms and conditions as the Board of Trustees may, in each case direct.

6.3. Transfer. Except as provided in Section 6.2, membership certificates shall be transferred on the books of the Association by assignment made by the owner, his attorney-in-fact or legal representative, and by delivery of the certificate to the Secretary of the Association for transfer, together with such further supportive documents as the Association may reasonably require. Each certificate surrendered for transfer shall be marked "Canceled" by the Secretary and the canceled certificate shall be affixed to its stub.

6.4. Lost Certificates. Should the owner of any membership certificate make application to the Association for the issuance of a duplicate certificate by reason of the loss or destruction of his certificate, he shall accompany his application by an affidavit setting forth the time, place and circumstances of such loss or destruction, together with a bond in such amount and with such surety or sureties as are acceptable to the Secretary of the Association, agreeing to indemnify the Association against such loss as the Association may suffer by reason of the issuance of a duplicate certificate or the refusal to recognize the certificate that was allegedly lost or destroyed. Upon satisfaction of the foregoing, a duplicate certificate may be issued. The duplicate certificate shall be marked "Duplicate," and the stub of the certificate lost or destroyed shall indicate the issuance of the duplicate. The Board of Trustees may, in its discretion, waive the requirement of a surety or sureties on the bond.

ARTICLE VII

DIVIDENDS

There shall be no dividends paid or payable by the association. It is hereby acknowledged that the association is organized as a non-profit corporation under the Utah Non-Profit Corporation Cooperative Association Act solely and strictly as an association of condominium owners to act as an agent for said owners in the management of the Project. It is not intended that the Association realize any profit on any transactions.

ARTICLE VIII

ANNUAL STATEMENT

00501380 Bk01125 Pg00624

The Board of Trustees shall present at each annual meeting, and when called for by a vote of the members at any special meeting of the members, a full and complete statement of the business and condition of the Association.

ARTICLE IX

FISCAL YEAR

The fiscal year of the Association shall be fixed by a resolution of the Board of Trustees.

ARTICLE X

BUILDING RULES

The Board of Trustees shall have the power to adopt and establish, by resolution, such building, management and operational rules as the Board of Trustees may deem necessary for the maintenance, operation, management and control of the Project, and the Board may from time to time, by resolution, alter, amend and repeal such rules. Members, who shall also be the owners of Units in the Project, shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise, control and supervision, it being understood that such rules shall apply and be binding upon all members of the Association and upon all owners and occupants of the Project.

ARTICLE Xl

AMENDMENTS

These Bylaws may be altered or repealed by the affirmative vote of a majority of the members at any regular meeting of the members or at any special meeting of the members if notice of the proposed alteration or repeal be contained in the notice of such special meeting.

ARTICLE XII

PROJECT MANAGER

The Board of Trustees may employ a Project Manager for the Project which may be either an individual, partnership or corporation under a Management Agreement containing such terms and conditions as the Board shall deem to be in the interest of the members. Said Project Manager shall be responsible for managing the Project, for and on behalf of the Association, in accordance with these Bylaws and said Management Agreement.

_____

Secretary

00501380 Bk01125 Pg00625

EXHIBIT "C"

OWNERSHIP AND VOTING RIGHTS

Unit No.	Unit Gross Square Feet	Percentage Share of Voting Rights and Ownership of Common Areas and Facilities *	Amount of Initial Quarterly Assessment
Building 100/200 Units			
100	11,358.63	0.0000%	-0-
110	11,285.22	25.0000%	$11,959.43
120	10,614.54	25.0000%	$11,959.43
Building 300 Units			
310	4,236.47	12.5128%	$ 5,985.84
320	4,267.96	12.6058%	$ 6,030.33
Building 400 Units			
410	4,134.55	12.2119%	$ 5,841.90
420	4,289.51	12.6695%	$ 6,060.80

Share of Voting Rights and Ownership

* The share of voting rights and ownership in the Common Areas and Facilities are allocated to the Units based upon the gross square footage of each Unit divided by the total gross square footage of all of the Units, all as provided by §57-8-3(19) of the Act. Until the convertible space in Units 100, 110 and 120 is converted into office units and common areas, the Unit Gross Square Feet for the office space units contained in said Building 100/200 is estimated to be 50% of the total gross square footage for all office units in the Project.

Limited Common Areas

The porches immediately adjacent to Units 320 and 410 are designated as Limited Common Areas appurtenant to such Units.

The attic mechanical room over Unit 320 is designated a Limited Common Area appurtenant to such Unit.

Number of Assigned Parking Spaces in Underground Parking Garage.

Parking spaces in the underground parking garages beneath each building are assigned for the use of the Owners of the Units designated as follows:

Unit 310 - Space Nos. 1, 2, 3, 22, 23 & 24
Unit 320 - Space Nos. 4, 5, 6, 7, 8 & 9
Unit 410 - Space Nos. 14, 15, 16, 17, 20 & 21
Unit 420 - Space Nos. 10, 11, 12, 13, 18 & 19

00501380 Bk01125 Pg00626

Number of Unassigned Parking Spaces in Above Ground Parking Lot.

Each Unit is hereby assigned the use of unassigned parking spaces in the above-ground common area parking lot as follows:

Unit No.	No. of Unassigned Parking Spaces
Unit 100	0
Unit 110	24
Unit 120	24
Unit 310	12
Unit 320	12
Unit 410	11
Unit 420	12

The number of unassigned parking spaces allocated to each Unit is based upon the amount of initial Net Usable Office Space in each Unit and may be changed by the Association only in accordance with the terms and conditions of the Parking Agreement and Restrictive Covenant attached as Exhibit "D" to the Declaration.

EXHIBIT "D"

PARKING AGREEMENT AND RESTRICTIVE COVENANT

This Agreement is made by and among Prospector Plaza, L.C. as Declarant for Park City Surgical and Medical Center, a Utah condominium project, and Park City Municipal Corporation (the "City").

RECITALS:

This Agreement is entered into between Declarant and the City for the purpose of regulating the requirement for and the use of parking spaces by the Unit Owners, their tenants, and the employees and customers of both such parties, under the Declaration and the Park City Land Management Code.

The provisions of this Agreement are a supplement to the use restrictions set forth in Section 7.02 of the Declaration, constitute perpetual covenants which run with the land for the benefit of the successors and assigns of the parties, and constitute binding obligations on the Declarant and the City in accordance with the provisions hereof.

The provisions of this Agreement are contained as an exhibit to the Declaration and are hereby incorporated into the Declaration. Reference is hereby made to the Declaration for any defined terms used herein and not otherwise defined herein.

The Declarant and the City agree as follows:

1. Addition to Definitions in § 2.02. The words "Net Usable Office Space" shall mean the square footage of that portion of any Unit calculated by subtracting from the gross square footage of the Unit all interior corridors (including interior circulation aisles created by using modular furniture or walls), mechanical space, stairways, uninhabitable storage areas, rest rooms and all other non-habitable space contained in the Unit. No such excluded space shall be used or designed for work station/office use.

2. Additions to §7.02 Restrictions on Use of Parking Spaces. At the recording of this Declaration the Park City Municipal Corporation (the "City") has approved the Condominium Project with a total of 144 parking spaces based upon a total of 28,800 square feet of Net Usable Office Space in the Units. This computation was based upon a ratio of one (1) parking space per 200 square feet of Net Usable Office Space as required by the Park City Land Management Code (the "Code") as enacted at the date of recording of this Declaration. So long as the Net Usable Office Space in the Condominium Project does not exceed 28,800 square feet, no additional parking shall be required by the City. No building permit or certificate of occupancy will be allowed by the City for the construction or use of the interior of any Unit which causes the Net Usable Office Space in the Condominium Project to exceed the maximum allowable as set forth above unless additional parking

in the Condominium Project as required by the Code is provided at such time; provided, however, by execution of this Declaration, the City agrees that the definition of Net Usable Office Space contained herein shall apply to all determinations of required parking for the Condominium Project under the Code. In the event any Unit is used for a permitted purpose other than office space under the Code, then the number of required parking spaces for the Project shall be adjusted to reflect the number of spaces required for all permitted uses then in effect. The underground parking spaces in the Condominium Project shall be used only by the Unit Owners, their tenants, and the employees of either the Unit Owners or the tenants. There shall be no reserved parking places for named individuals or positions, it being understood that the underground parking spaces designated as limited common areas shall be available to the applicable Unit Owner and its tenants (or the employees of either) on a first-come first-served basis. Upon written request by the Declarant, the Association or any Unit Owner, the City will issue letters of compliance to the requesting party, potential buyers of Units, or lenders financing the purchase, ownership or construction of any Unit within thirty (30) days of receipt of any such written request.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date indicated below next to the signatures of the respective parties.

PROSPECTOR PLAZA, L.C.,
a Utah limited liability company

By: Acorn Associates, a New York general partnership, its Manager

By: _____.
Donald J. Resnick
General Partner

PARK CITY MUNICIPAL CORPORATION

By _____
Bradley A. Olch, Mayor

Approved as to form:

_____
City Attorney's Office

Attest: _____
Janet M. Scott,
City Recorder

AERIAL EXHIBIT

PARK CITY SURGICAL & MEDICAL PLAZA



SCALE: 1" = 200'

435-649-9467 ALLIANCE ENGINEERING CONSULTING ENGINEERS | LAND PLANNERS | SURVEYORS P.O. Box 2664 | 2700 West Homestead Road Suite 50, 60 | Park City, Utah 84098	STAFF: MARSHALL KING MEGAN BLOSSER DATE: 3/18/2024	AERIAL EXHIBIT PARK CITY SURGICAL AND MEDICAL PLAZA FIRST AMENDED FOR: Park City Surgical and Medical Association JOB NO.: 5-3-24 FILE: X:\Prospector\dwg\PlatExhibits\PCSMP\050324-aerial.dwg	SHEET 1 OF 1



1850 Sidewinder Drive looking northeast



1850 Sidewinder Drive looking north



1850 Sidewinder Drive looking northeast



1850 Sidewinder Drive looking northwest



1850 Sidewinder Drive looking northeast



1820 Sidewinder Drive looking southwest



1820 & 1850 Sidewinder Drive looking northeast

Planning Commission
Staff Report

Subject: **Public Transit Amenities**
Application: **PL-24-06036**
Author: **Spencer Cawley, Planner II**
Date: **April 10, 2024**
Type of Item: **Land Management Code Amendments**

Recommendation

(I) Review proposed Land Management Code Amendments to establish Public Transit Amenity Areas as an Allowed Use within Setbacks that requires an Administrative Permit in certain Zoning Districts and Overlays; (II) conduct a public hearing; and (III) consider forwarding a positive recommendation to the City Council for consideration on May 16, 2024, as outlined in the Draft Ordinance (Exhibit A).

Description

Applicant:	Park City Transit
Zoning Districts:	Historic Residential – Medium Density Historic Recreation Commercial Historic Commercial Business General Commercial Light Industrial
Overlays:	Frontage Protection Zone Entry Corridor Protection Overlay
Code Sections Amended:	**Historic Residential – Medium Density** 15-2.4-2 *Uses* 15-2.4-3 *Lot and Site Requirements* **Historic Recreation Commercial** 15-2.5-2 *Uses* 15-2.5-3 *Lot and Site Requirements* **Historic Commercial Business** 15-2.6-2 *Uses* **General Commercial** 15-2.18-2 *Uses* 15-2.18-3 *Lot and Site Requirements* **Light Industrial** 15-2.19-2 *Uses* 15-2.19-5 *Lot and Site Requirements*

Frontage Protection Zone
15-2.20-4 *Lot and Site Requirements*

Entry Corridor Protection Overlay
15-2.20-5 *Setbacks*

Defined Terms
15-15-1

Section Enacted: **Supplemental Regulations**
15-4-24 *Public Transit Amenity Areas*

Reason for Review: The Planning Commission reviews Land Management Code amendments and forwards a recommendation for City Council's consideration. The City Council conducts a public hearing and takes Final Action.[1]

LMC Land Management Code

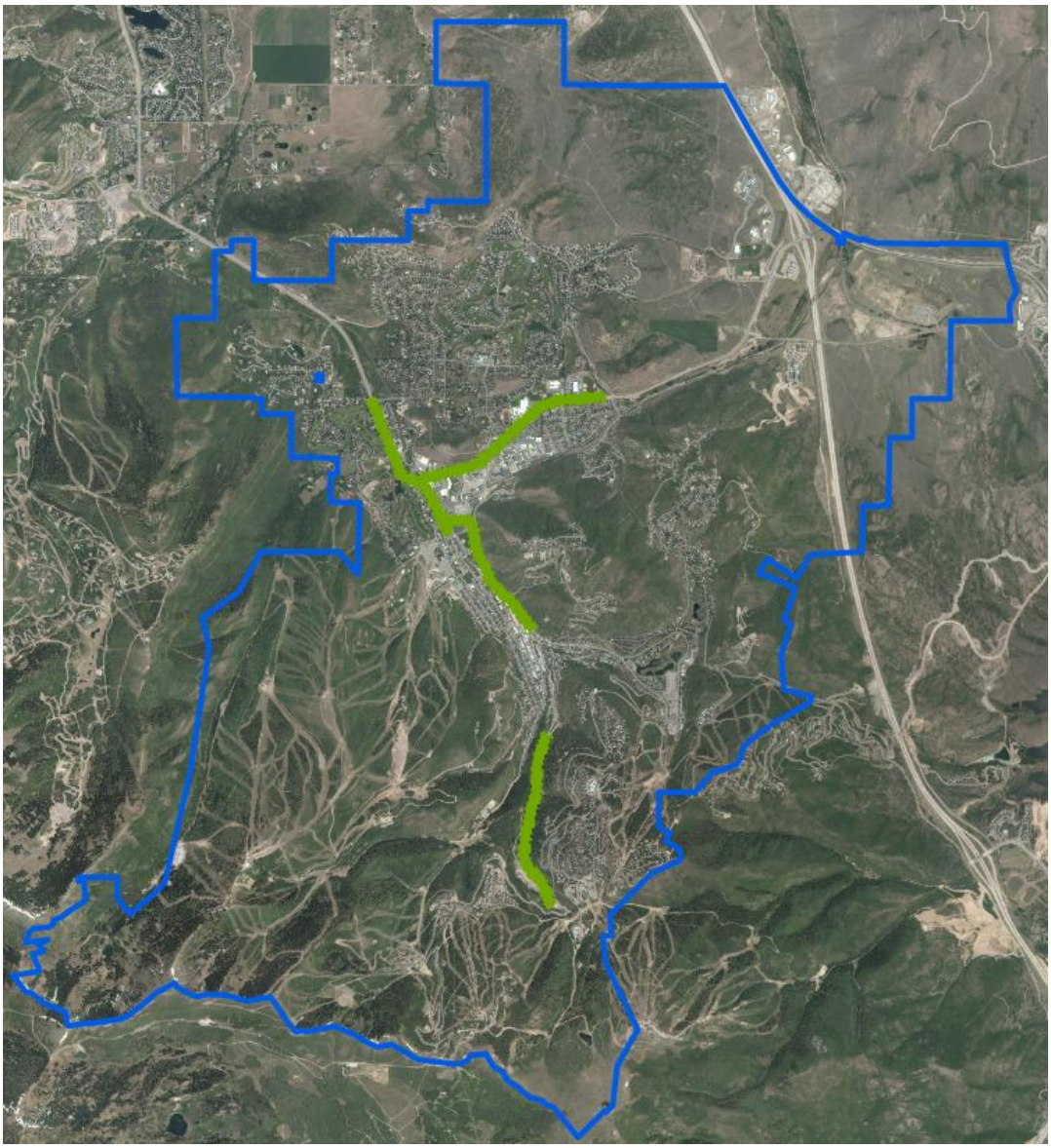
Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

Summary

Public Transit Amenities are at times reviewed and approved as part of a Master Planned Development or Affordable Master Planned Development, or installed within City Right-of-Way, subject to Engineering standards, requirements, and approval. At other times, Public Transit Amenities are installed as a standalone Essential Municipal Public Utility Use, Facility, Service, and Structure on private or City-owned property requiring a Conditional Use Permit approval from the Planning Commission. These Land Management Code amendments are proposed to address standalone Public Transit Amenities that straddle City Right-of-Way and private or City-owned Property, requiring flexibility within Setbacks to provide the services required for transit operation, services, and ridership.

Land Management Code (LMC) Section 15-2.20-4(C) allows for essential public facilities like bus shelters and bus lanes within the Frontage Protection Zone Setbacks through an Administrative Permit (staff-level review). The Frontage Protection Zone includes portions of Park Avenue, Marsac Avenue, Deer Valley Drive, and Kearns Boulevard, highlighted in green on the map below:

[1] LMC § 15-1-7



While the LMC establishes Transit facility review as part of a Master Planned Development and Affordable Master Planned Development, the LMC does not set forth a process for standalone transit facility installations within Setbacks on private or City-owned property. As Park City's Transit fleet expands, transit-related infrastructure and improvements that straddle City right-of-way and private or City-owned property requiring flexibility within Setbacks are planned to increase.

For example, Park City Transit received a $43 million grant to expand the electric bus fleet and install charging infrastructure. The Transit Department plans to use a portion of this grant to add an overhead electric bus charger on the western boundary of the Public Works Campus located at the corner of Iron Horse Drive and Shortline Road within the General Commercial Zoning District. The charger is proposed to be in the property Setbacks and extend over the City right-of-way. The proposed amendments clarify areas where transit-related infrastructure and improvements are allowed flexibility

within Setbacks subject to an Administrative Permit, define “Public Transit Amenity Area,” and establish requirements to construct and maintain a Public Transit Amenity Area within a Setback on private property.

The proposed amendments establish Public Transit Amenity Areas to accommodate expansion and improvements to the City’s Transit service within Setbacks on private or City-owned property in key areas:

Old Town

- Historic Residential – Medium Density District (Park Avenue between 15th Street and 10th Street).
- Historic Recreation Commercial District (Main Street between 9th Street and Heber Avenue).
- Historic Commercial Business District (Main Street and Swede Alley).

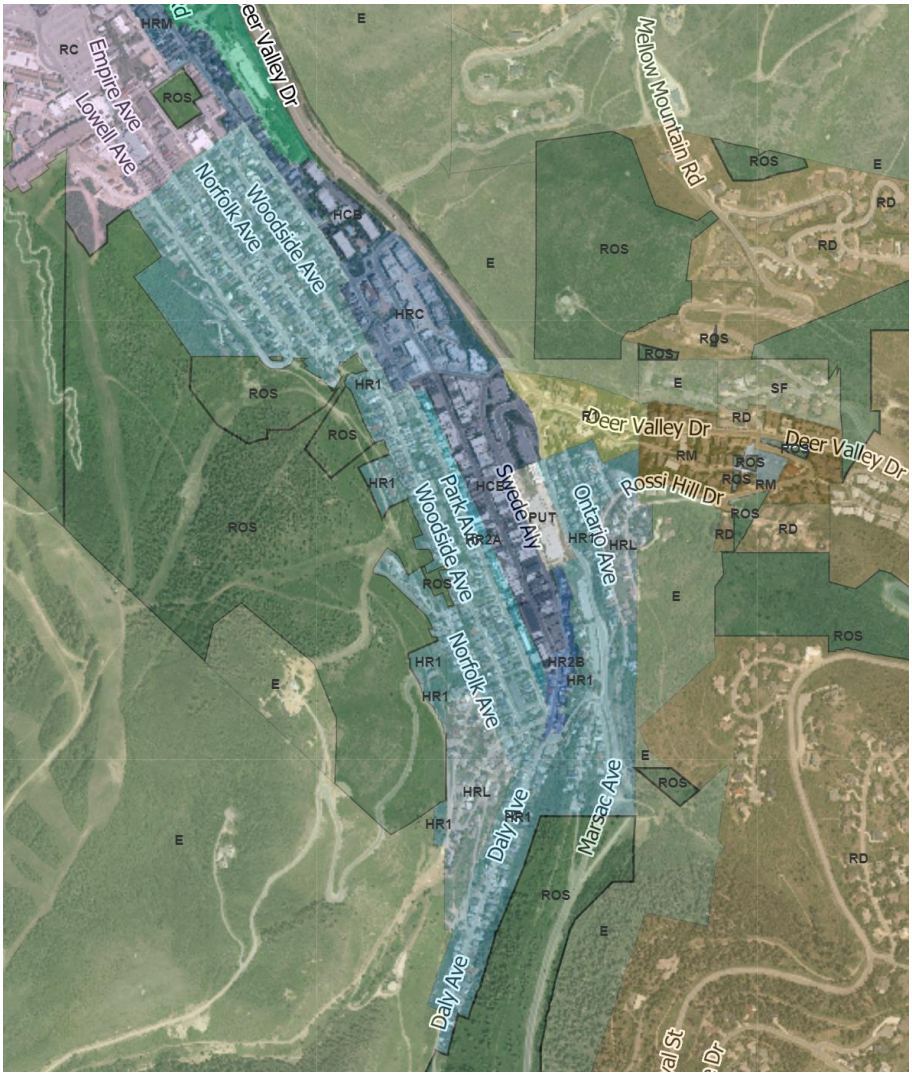


Figure 1 Historic Zoning Districts in Blue

Entry Corridor Protection Overlay

- Expanding allowed installations along the City's two major thoroughfares, S.R. 224 (Park Avenue) and S.R. 248 (Kearns Boulevard).

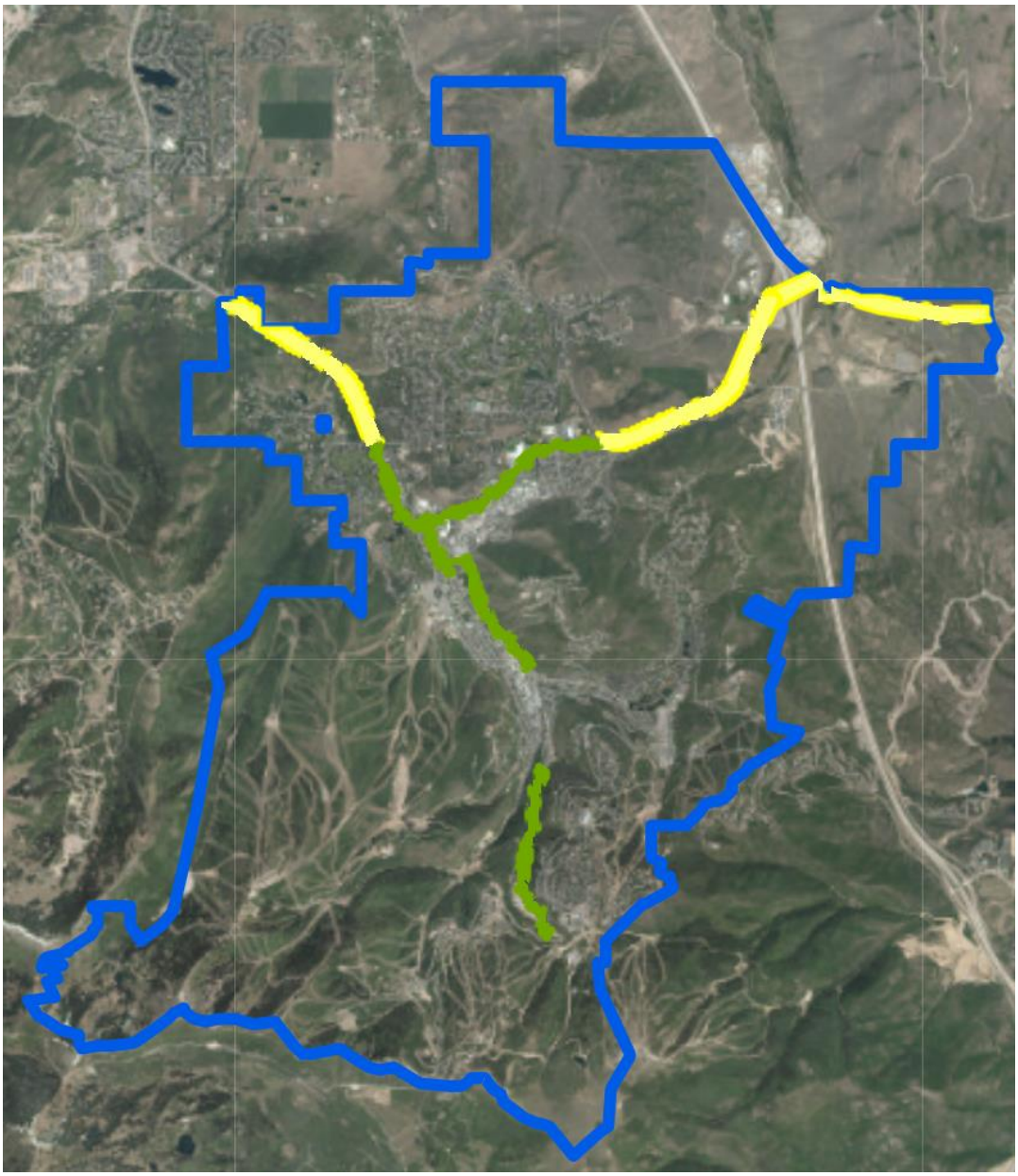


Figure 2 Entry Corridor Protection Overlay in Yellow

Bonanza Park and Prospector

- General Commercial Zoning District highlighted in red below (to accommodate transit improvements planned for Shortline Road, and potentially for Bonanza Drive, Iron Horse Drive, and Prospector Avenue).

- Light Industrial Zoning District highlighted in purple below (to accommodate transit improvements for Bonanza Drive and Iron Horse Drive).

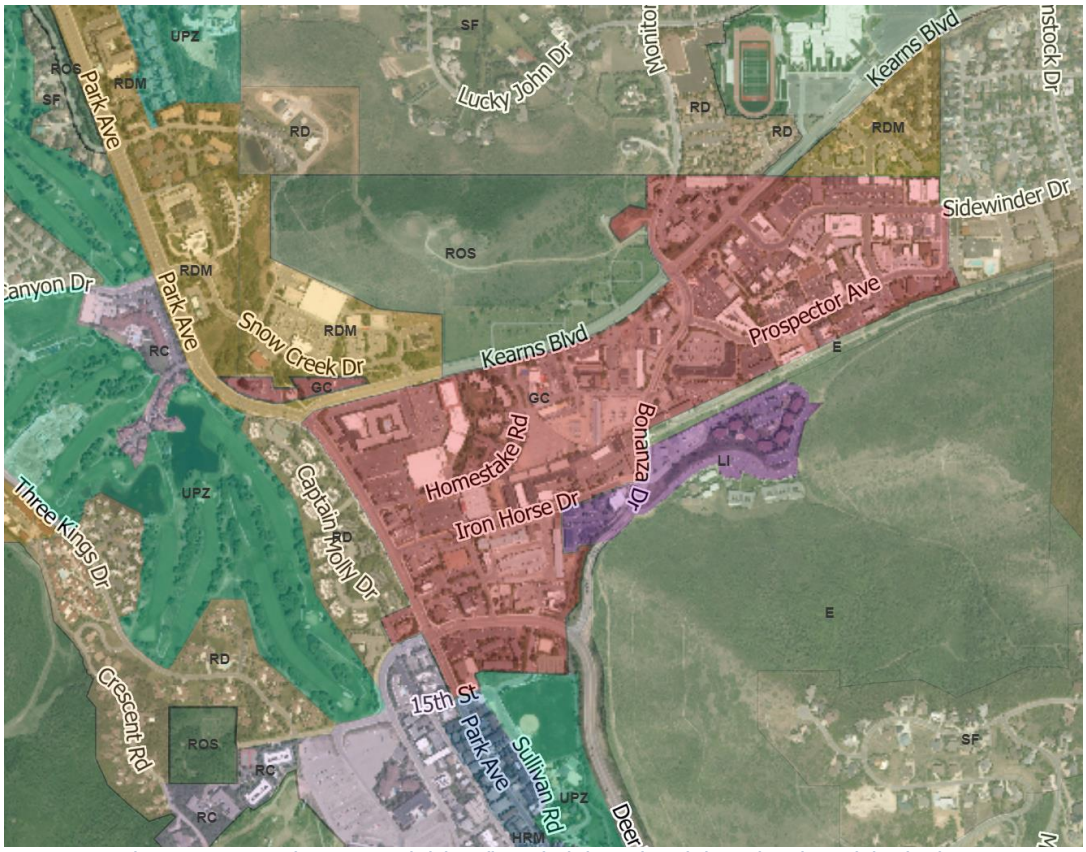


Figure 3 General Commercial (Red) and Light Industrial Zoning (Purple) Districts

Background

For over 45 years, Park City Transit has provided the community with fare-free, safe, efficient, and reliable public transportation. Public transit runs 21 hours a day, 365 days a year. Over the past five years, services have averaged 21.6 passengers per hour and 1.5 million passenger trips per year.

Since 2016, Park City Transit has prioritized sustainable public transportation and resource management. Park City Transit is working to further the City's sustainability goal to be net-zero carbon and running on 100% renewable electricity by 2030 by expanding the electric bus fleet and installing charging infrastructure to support transit services. Future projects aim to expand charging stations at key transit locations. These amendments allow these Public Transit Amenities within Setbacks on private or City-owned property in critical locations and encompass necessary transit amenities, as defined by the Federal Transportation Administration, to enhance Park City Transit service and passenger experience, signaling a commitment to a more sustainable and comfortable future.

Analysis

(I) General Plan Recommendations

The LMC implements the goals and policies of the Park City General Plan.[2] Innovating and adapting Park City's public transit system with changing technologies, ridership demands, and uses aligns with Goal 3 of the Park City General Plan to "encourage alternative modes of transportation on a regional and local scale to maintain our small town character." Additionally, Objective 3B of the General Plan prioritizes efficient public transportation over road widening to maintain the small town experience of narrow roads, modest traffic, and Complete Streets. Community Planning Strategy 3.11 is to improve access to, efficiency, and experience of public transit.

Park City Transit was awarded a $43 million grant to install charging infrastructure and expand the electric bus fleet. With the support of the City Council, Park City Transit will use a portion of the federal funding to add infrastructure to accommodate charging. The proposed amendments bridge the gap between the Conditional Use Permit process for standalone Essential Municipal Public Utility Use, Facility, Service, and Structure on private or City-owned property and transit facilities installed within City right-of-way permitted through the Engineering Department to allow flexibility needed for transit improvements and infrastructure for continued service and improvements throughout the transit system within Setbacks of private or City-owned property.

(II) Land Management Code Amendments

To better implement the goals and policies of the General Plan by allowing Public Transit Amenities within Setbacks on private or City-owned property to facilitate the City's increased electric bus fleet, required charging equipment, and proposed improvements to bus shelters in new locations, the Planning Team recommends the following amendments:

1. Define Public Transit Amenity.
2. Establish requirements to construct and maintain a Public Transit Amenity Area.
3. Add Public Transit Amenities as an Allowed Use subject to Administrative Permit approval in certain Zoning Districts.
4. Exempt Public Transit Amenities from Zoning District Setback restrictions.

Definition

Public Transit Amenities, as delineated by the Federal Transit Administration (FTA), encompass elements geared toward enhancing comfort, convenience, and safety for public transit users. The Planning team proposes a definition that offers adaptability to accommodate potential shifts within the FTA guidelines while simultaneously ensuring clarity tailored to the needs of Park City's growing Transit services. The following definition is proposed to be added to LMC § 15-15-1 *Definitions*:

[2] LMC Section 15-1-2

Public Transit Amenity Area. Structures, infrastructure, and equipment necessary to operate public transit and public multi-modal transportation, including but not limited to items of comfort, convenience, and safety that are available to the general riding public, including bus pull-outs, bus shelters, bus electric charging equipment, benches, signage, and bike racks.

Public Transit Amenity Areas

The proposed LMC amendments create a new standard for the development of Public Transit Amenity Areas within Zoning District Setbacks on private or City-owned property. Public Transit Facilities within City rights-of-way will continue to be regulated by the Engineering Department and transit facilities within Master Planned Developments and Affordable Master Planned Developments will be reviewed and evaluated as part of those projects.

The proposed amendments require an Administrative Permit to be reviewed and approved by the Planning Director and City Engineer to allow for the construction and maintenance of Public Transit Amenities in a Property's Front Setback. Public Transit Amenities include, but are not limited to, bus shelters, bus pull-outs, and electric bus charging equipment.

In addition to an Administrative Permit prior to the issuance of a Building Permit, these regulations outline the criteria needed to establish a Public Transit Amenity Area:

- A general description and overview of the proposed scope of work, including construction timeline, materials, lighting, signs, landscaping, and Structures.
- A Site Plan that identifies:
    - The location of the Public Transit Amenity Area and distances from all Property Lines and existing Structures.
    - Elevation contours using United States Geological Survey measurements.
    - Detail of Right-of-Way (ROW) encroachments.
    - Significant Vegetation within 20 feet of the proposed Public Transit Amenity Area.
    - Dedicated snow storage areas.

The review of a proposed Public Transit Amenity Area includes:

- Courtesy notice pursuant to LMC § 15-1-12 and § 15-1-21.
- Written notice of the Property Owner's permission.
- Use shall not impede pedestrian circulation, emergency access, or any other public safety measure.
- Screening of trash and recycling from neighboring properties and the ROW.
- Compliance with the City's Sign Code and outdoor lighting requirements.
- A maximum height of 20 feet measured from Existing Grade.
- Compliance with Site Distance Triangle requirements with review and approval by the Engineering Department.
- Established Limits of Disturbance to mitigate loss of Significant Vegetation.

Allowed Use

In addition to establishing a standard of review for Public Transit Amenity Areas, the Planning team recommends clarifying these amenities as an Allowed Use in Zoning Districts that encompass major transit stops. These Zoning Districts include:

- Historic Residential – Medium Density
- Historic Recreation Commercial
- Historic Commercial Business
- General Commercial
- Light Industrial
- Frontage Protection Zone
- Entry Corridor Protection Overlay

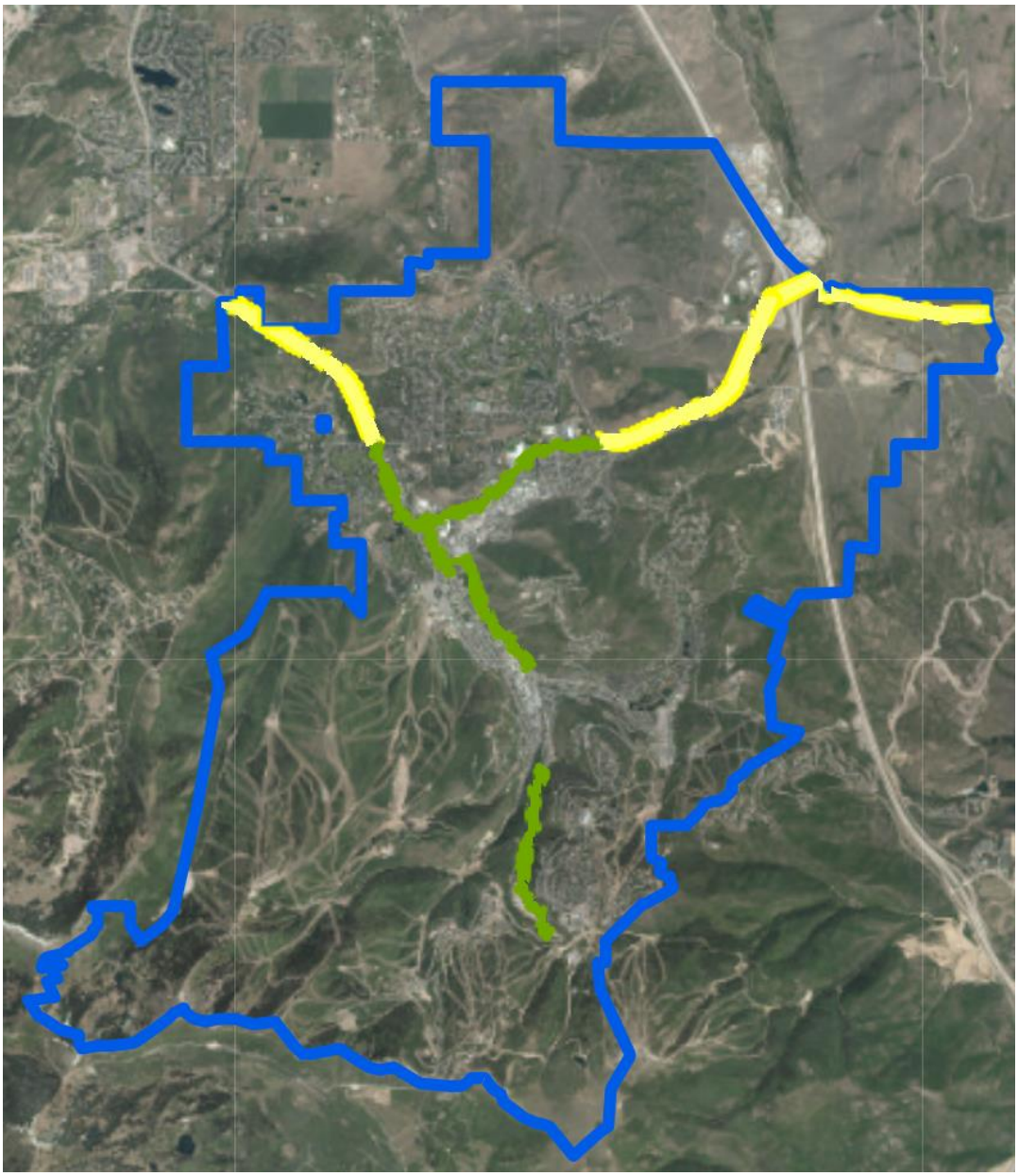
Within these same Zoning Districts, Public Transit Amenities are proposed to be added as an exception to the Front Setback requirements. The proposed addition to exceptions within the Front Setbacks is below:

> *Public Transit Amenities, including bus pull-outs, patron waiting shelters, electric bus charging equipment, and similar amenity infrastructure.*

Within the Frontage Protection Zone, the proposed amended language includes the following clarifications:

> (D) Essential public facilities such as bus shelters, bus lanes, Public Transit Amenity Areas, highways, directional signs, and utility installations within the FPZ ~~may~~ shall require an ~~administrative~~ Administrative Permit or Administrative Conditional Use permit with approval by the Planning, Engineering, and Building Departments.

The Entry Corridor Protection Overlay establishes a 250-foot Setback for Park Avenue north of Holiday Ranch Loop Road and Payday Drive and Kearns Boulevard East of Wyatt Earp Way, highlighted in yellow below:



The proposed amended language to Section 15-2.20-5 to allow Public Transit Amenity Areas along these major roads is as follows:

> (E)(4) Essential public facilities such as bus lanes, and Public Transit Amenity Areas shall require an Administrative Permit with approval by the Planning, Engineering, and Building Departments.

(III) The Development Review Committee reviewed the proposed amendments on April 2, 2024, and no concerns were raised.[3]

[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

Department Review

The Planning Department, Executive Department, and City Attorney's Office reviewed this report.

Public Input

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

Alternatives

- The Planning Commission may forward a positive recommendation for City Council's consideration on May 16, 2024;
- The Planning Commission may forward a negative recommendation for City Council's consideration and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion to April 24, 2024.

Exhibit

Exhibit A: Draft Ordinance

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).

Ordinance No. 2024-XX

AN ORDINANCE AMENDING LAND MANAGEMENT CODE CHAPTERS 15-2.4 *HISTORIC RESIDENTIAL – MEDIUM DENSITY DISTRICT*, 15-2.5 *HISTORIC RECREATION COMMERCIAL DISTRICT*, 15-2.6 *HISTORIC COMMERCIAL BUSINESS DISTRICT*, 15-2.18 *GENERAL COMMERCIAL DISTRICT*, 15-2.19 *LIGHT INDUSTRIAL DISTRICT*, 15-2.20 *FRONTAGE PROTECTION ZONE*, SECTION 15-2.20-5 *ENTRY CORRIDOR PROTECTION OVERLAY*, SECTION 15-15-1 *DEFINITIONS*, AND ENACTING SECTION 15-4-24 *PUBLIC TRANSIT AMENITY AREAS* TO ALLOW PUBLIC TRANSIT AMENITIES TO BE CONSTRUCTED AND MAINTAINED IN SETBACKS

WHEREAS, Goal 3 of the Park City General Plan is to "encourage alternative modes of transportation on a regional and local scale to maintain our small town character;"

WHEREAS, Objective 3B of the General Plan states, "Prioritize efficient public transportation over widening of roads to maintain the *Small Town* experience of narrow roads, modest traffic, and Complete Streets;"

WHEREAS, Community Planning Strategy 3.11 is to improve access to, efficiency, and experience of public transit;

WHEREAS, the Land Management Code implements the goals and policies of the General Plan in part to promote the health, safety, and welfare of the present and future inhabitants, to protect and enhance the vitality of the City's resort-based economy, and to protect the Small Town experience;

WHEREAS, for over 45 years, Park City Transit has provided fare-free, safe, efficient, and reliable public transit for residents and visitors;

WHEREAS, the City received a $43,000,000 grant to install charging infrastructure and expand the electric bus fleet;

WHEREAS, the Transit Department plans to install an overhead electric bus charger at the western boundary of the Public Works Campus;

WHEREAS, the Transit Department will install charging stations at key locations through the transit system as services expand;

DRAFT

WHEREAS, the Land Management Code limits transit installations to the Frontage Protection Zone and does not establish transit equipment, infrastructure, or amenities as an Allowed Use in Zoning Districts encompassing major transit stops;

WHEREAS, these amendments define Public Transit Amenity Area, add Public Transit Amenities as an Allowed Use in certain Zoning Districts, and establish requirements to construct and maintain a Public Transit Amenity Area;

WHEREAS, on April 10, 2024, the Planning Commission conducted a duly noticed public hearing;

WHEREAS, on April 10, 2024, the Planning Commission forwarded a _____ recommendation for City Council's consideration;

WHEREAS, on May 16, 2024, the City Council conducted a duly noticed public hearing;

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

SECTION 1. AMEND MUNICIPAL CODE OF PARK CITY LAND MANAGEMENT CODE TITLE 15. Municipal Code of Park City Title 15 Land Management Code Chapters 15-2.41, 15-2.5, 15-2.6, 15-2.18, 15-2.19, 15-2.20, Sections 15-2.20-4, 15-15-1, and enacting Section 15-4-24, as outlined in Attachment 1.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED THIS 16th day of May 2024.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, Mayor

DRAFT

Attest:

_____

City Recorder

Approved as to form:

_____

City Attorney's Office

DRAFT

ATTACHMENT 1

15-2.4-2 Uses

A. **ALLOWED USES**.

1. Single Family Dwelling
2. Duplex Dwelling
3. Secondary Living Quarters
4. Lockout Unit[1]
5. Accessory Apartment[2]
6. Nightly Rental[3]
7. Home Occupation
8. Child Care, In-Home Babysitting
9. Child Care, Family[4]
10. Child Care, Family Group[4]
11. Accessory Building and Use
12. Conservation Activity
13. Agriculture
14. Parking Area or Structure with four (4) or fewer spaces
15. Internal Accessory Dwelling Unit[11]
16. Public Transit Amenity Area[13]

B. **CONDITIONAL USES**.

1. Triplex Dwelling
2. Multi-Unit Dwelling
3. Group Care Facility

DRAFT

4. Child Care Center[4]
5. Public and Quasi-Public Institution, Church, and School
6. Essential Municipal and Public Utility Use, Facility Service, and Structure
7. Telecommunication Antenna[5]
8. Satellite Dish, greater than thirty-nine inches (39") in diameter[6]
9. Bed and Breakfast Inn[7]
10. Boarding House, Hostel[7]
11. Hotel, Minor[7]
12. Office, General[8]
13. Retail and Service Commercial, Minor[8]
14. Retail and Service Commercial, personal improvement[8]
15. Neighborhood Market, without gasoline sales[8]
16. Cafe, Deli[8]
17. Café, Outdoor Dining[9]
18. Parking Area or Structure with five (5) or more spaces
19. Temporary Improvement[10]
20. Recreation Facility, Public
21. Recreation Facility, Private[12]
22. Outdoor Events[10]
23. Fences greater than six feet (6') in height from Final Grade[10]

C. **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

DRAFT

[1]Nightly rental of Lockout Units requires a Conditional Use permit.

[2]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

[3]Nightly Rentals do not include the Use of dwellings for Commercial Uses.

[4]See Section 15-4-9 Child Care and Child Care Facilities.

[5]See Section 15-4-14, Telecommunications Facilities.

[6]See Section 15-4-13, Placement of Satellite Receiving Antennas.

[7]Allowed only in Historic Buildings and/or Structures or historically Compatible Structures.

[8]Allowed only in Historic Buildings and/or Structures.

[9]Requires an Administrative Conditional Use permit. Allowed in association with a Café or Deli.

[10]Requires an Administrative or Administrative Conditional Use permit, see Chapter 15-4.

[11]See Section 15-4-7.1, Internal Accessory Dwelling Units. Single-Family Dwellings designated Significant or Landmark Historic Sites on the Park City Historic Sites Inventory are subject to an Administrative Conditional Use Permit.

[12]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[13]Requires an Administrative Permit, see Section 15-4-24 Public Transit Amenity Areas.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 06-69 on 10/19/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 2020-42 on 9/17/2020

Amended by Ord. 2021-38 on 9/23/2021

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

15-2.4-3 Lot And Site Requirements

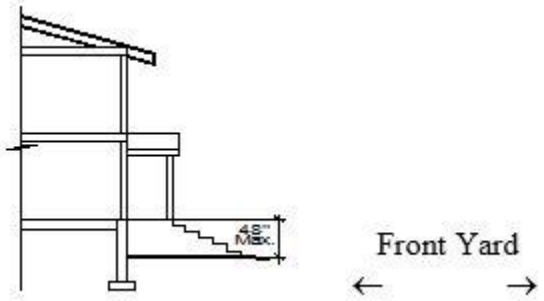
. . .

DRAFT

E. **FRONT SETBACK EXCEPTIONS**. The Front Setback must be open and free of any Structure except:

1. Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three (3') in height are prohibited within twenty-five feet (25') of the intersection, at back of curb.

2. Uncovered steps leading to the Main Building; provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause any danger or hazard to traffic by obstructing the view of a Street or intersection.



3. Decks, porches, and Bay Windows, not more than ten feet (10') wide and projecting not more than three feet (3') into the Front Setback.

4. Roof overhangs, eaves, and cornices projecting not more than three feet (3') into the Front Setback.

5. Sidewalks, patios, and pathways.

6. Driveways leading to a garage or approved Parking Area. No portion of a Front Yard except for approved driveways and patios, allowed Parking Areas, and sidewalks may be Hard-Surfaced or graveled.

7. Public Transit Amenity Area.

. . .

15-2.5-2 Uses

DRAFT

Uses in the HRC are limited to the following:

A. **ALLOWED USES**.[10]

1. Single Family Dwelling[5]
2. Duplex Dwelling[5]
3. Secondary Living Quarters[5]
4. Lockout Unit[1,5]
5. Accessory Apartment[2,5]
6. Nightly Rental[5]
7. Home Occupation[5]
8. Child Care, In-Home Babysitting
9. Child Care, Family[3]
10. Child Care, Family Group[3]
11. Child Care Center[3]
12. Accessory Building and Use
13. Conservation Activity
14. Agriculture
15. Bed and Breakfast Inn[4,5]
16. Boarding House, hostel[5]
17. Hotel, Minor, fewer than sixteen (16) rooms[5]
18. Office, General[5]
19. Parking Area or Structure, with four (4) or fewer spaces[5]
20. Food Truck Location[11]
21. Public Transit Amenity Area[13]

DRAFT

B. **CONDITIONAL USES.**[9, 10]

1. Triplex Dwelling[5]
2. Multi-Unit Dwelling[5]
3. Guest House, on Lots one (1) acre[5]
4. Group Care Facility[5]
5. Public and Quasi-Public institution, church, or school
6. Essential Municipal public utility Use, facility, service, and Structure
7. Telecommunication Antenna[6]
8. Satellite dish, greater than thirty-nine inches (39") in diameter[7]
9. Plant and Nursery stock products and sales
10. Hotel, Major[5]
11. Timeshare Projects and Conversions[5]
12. Private Residence Club Project and Conversion[4,5]
13. Office, Intensive[5]
14. Office and clinic, Medical[5]
15. Financial institution, without drive-up window[8]
16. Commercial Retail and Service, Minor[8]
17. Commercial Retail and Service, Personal Improvement[8]
18. Neighborhood Convenience Commercial, without gasoline sales
19. Café or Deli[8]
20. Restaurant, General[8]
21. Restaurant and Café, outdoor dining[4]
22. Outdoor Events and Uses[4]

DRAFT

23. Bar

24. Parking Area or Structure, with five (5) or more spaces[5]

25. Temporary Improvement[4]

26. Passenger Tramway station and ski base facility

27. Ski tow, ski lift, ski run, and ski bridge

28. Recreation Facility, Commercial, Public, and Private[12]

29. Entertainment Facility, Indoor

30. Fences greater than six feet (6') in height from Final Grade[4]

31. Private Residence Club, Off-Site[5]

32. Private Event Facility[5]

C. **PROHIBITED USES**. Unless otherwise allowed herein, any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Nightly rental of Lockout Units requires a Conditional Use permit.

[2]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

[3]See Section 15-4-9, Child Care And Child Care Facilities.

[4]Requires an Administrative or Administrative Conditional Use permit, see Chapter 15-4.

[5]Prohibited in HRC Zoned Storefront Property adjacent to Main Street, Heber Avenue and Park Avenue, excluding those HRC Zoned Properties on the west side of Park Avenue and also excluding those HRC Zoned Properties with the following addresses: 702 Main Street, 710 Main Street, 738 Main Street (for the plaza side storefronts), 780 Main Street, 804 Main Street (for the plaza side storefronts), 875 Main Street, 890 Main Street, 900 Main Street, and 820 Park Avenue. Hotel rooms shall not be located within Storefront Property; however access, circulation, and lobby areas are permitted within Storefront Property.

[6]See Section 15-4-14, Telecommunication Facilities.

[7]See Section 15-4-13, Placement Of Satellite Receiving Antennas.

[8]If Gross Floor Area is less than 2,000 sq. ft., the Use shall be considered an Allowed

DRAFT

Use.

[9]No community locations as defined by Utah Code 32B-1-102 (Alcoholic Beverage Control Act) are permitted within 200 feet of Main Street unless a variance is permitted for an outlet, as defined by Utah Code 32B-1-202, to obtain a liquor license.

[10]Within the HRC Zoning District, no more than seven (7) Conventional Chain Businesses are permitted in Storefront Properties.

[11]The Planning Director or designee shall upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

[12]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[13]Requires an Administrative Permit, see Section 15-4-24 Public Transit Amenity Areas.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000
Amended by Ord. 04-39 on 3/18/2004
Amended by Ord. 06-69 on 10/19/2006
Amended by Ord. 07-55 on 8/30/2007
Amended by Ord. 09-10 on 3/5/2009
Amended by Ord. 12-37 on 12/20/2012
Amended by Ord. 16-02 on 1/7/2016
Amended by Ord. 2017-45 on 8/17/2017
Amended by Ord. 2018-55 on 10/23/2018
Amended by Ord. 2020-36 on 7/30/2020
Amended by Ord. 2020-42 on 9/17/2020
Amended by Ord. 2021-51 on 12/16/2021
Amended by Ord. 2022-08 on 4/28/2022
Amended by Ord. 2022-16 on 5/26/2022
Amended by Ord. 2022-21 on 10/27/2022
Amended by Ord. 2023-16 on 4/27/2023

15-2.5-3 Lot And Site Requirements

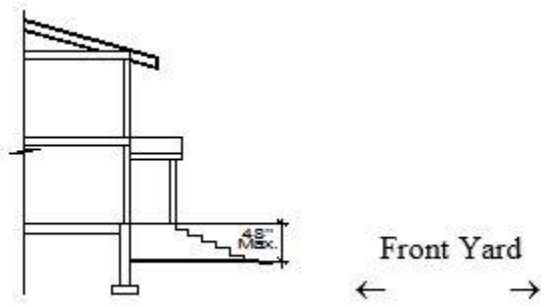
DRAFT

. . .

B. FRONT SETBACK EXCEPTIONS. The Front Setback must be open and free of any Structure except:

1. Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three (3') in height are prohibited within twenty-five feet (25') of the intersection, at back of curb.

2. Uncovered steps leading to the Main Building; provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause any danger or hazard to traffic by obstructing the view of a Street or intersection.



3. Decks, porches, and Bay Windows, not more than ten feet (10') wide and projecting not more than three feet (3') into the Front Setback.

4. Roof overhangs, eaves, and cornices projecting not more than three feet (3') into the Front Setback.

5. Sidewalks, patios, and pathways.

6. Driveways leading to a garage or approved Parking Area. No portion of a Front Yard except for approved driveways and patios, allowed Parking Areas, and sidewalks may be Hard-Surfaced or graveled.

7. Public Transit Amenity Area.

. . .

DRAFT

15-2.6-2 Uses

Uses in the Historic Commercial Business (HCB) District are limited to the following:

A. **ALLOWED USES**.[11]

1. Single Family Dwelling[1]
2. Multi-Unit Dwelling[1]
3. Secondary Living Quarters[1]
4. Lockout Unit[1,2]
5. Accessory Apartment[1,3]
6. Nightly Rental[4]
7. Home Occupation[1]
8. Child Care, In-Home Babysitting[1]
9. Child Care, Family[1,5]
10. Child Care, Family Group[1,5]
11. Child Care Center[1,5]
12. Accessory Building and Use[1]
13. Conservation Activity
14. Agriculture
15. Bed and Breakfast Inn[1, 6]
16. Boarding House, hostel[1]
17. Hotel, Minor, fewer than 16 rooms[1]
18. Office, General[1]
19. Office, Moderate Intensive[1]
20. Office and clinic, Medical[1]

DRAFT

21. Financial institution, without drive-up window

22. Commercial Retail and Service, Minor

23. Commercial Retail and Service, Personal Improvement

24. Commercial Neighborhood Convenience, without gasoline sales

25. Restaurant, Cafe or Deli

26. Restaurant, General

27. Bar

28. Parking Lot, Public or Private with four (4) or fewer spaces

29. Entertainment Facility, Indoor

30. Salt Lake City 2002 Winter Olympic Games Legacy Displays[7]

31. Temporary winter Balcony enclosures

32. Food Truck Location[12]

33. Public Transit Amenity Area[14]

B. **CONDITIONAL USES.**[10, 11]

1. Group Care Facility[1]

2. Public and Quasi-Public institution, church, or school

3. Essential municipal public utility Use, facility, service, and Structure

4. Telecommunication Antenna[8]

5. Satellite dish, greater than thirty-nine inches (39") in diameter[9]

6. Plant and Nursery stock products and sales

7. Hotel, Major[1]

8. Timeshare Projects and Conversions[1]

9. Timeshare Sales Office, Off-Site within an enclosed Building[1]

DRAFT

10. Private Residence Club Project and Conversion[1,6]
11. Commercial Retail and Service, Major
12. Office, Intensive[1]
13. Restaurant, outdoor dining[6]
14. Outdoor Events and Uses[6]
15. Hospital, Limited Care Facility[1]
16. Parking Area or Structure for five (5) or more cars[1]
17. Temporary Improvement[6]
18. Passenger Tramway station and ski base facility
19. Ski tow, ski lift, ski run, and ski bridge
20. Recreation Facility, Public
21. Recreation Facility, Private[13]
22. Recreation Facility, Commercial
23. Fences greater than six feet (6') in height from Final Grade[6]
24. Private Residence Club, Off-Site[1]
25. Private Event Facility[1]

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Prohibited in HCB Zoned Storefront Property adjacent to Main Street, Heber Avenue, Grant Avenue, and Swede Alley. Hotel rooms shall not be located within Storefront Property; however access, circulation and lobby areas are permitted within Storefront Property.

[2]Nightly Rental of Lock Units requires a Conditional Use permit.

[3]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

DRAFT

[4]Nightly Rental of residential dwellings does not include the Use of dwellings for Commercial Uses.

[5]See Section 15-4-9, Child Care And Child Care Facilities.

[6]Requires an Administrative or Administrative Conditional Use permit

[7]Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services Agreement and/or Master Festival License. Requires an Administrative Permit.

[8]See Section 15-4-14, Telecommunication Facilities.

[9]See Section 15-4-13, Placement Of Satellite Receiving Antennas.

[10]No community locations as defined by Utah Code 32B-1-102 (Alcoholic Beverage Control Act) are permitted within 200 feet of Main Street unless a variance is permitted for an outlet, as defined by Utah Code 32B-1-202, to obtain a liquor license.

[11]Within the HCB Zoning District, no more than seventeen (17) Conventional Chain Businesses are permitted in Storefront Properties.

[12]The Planning Director or designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

[13]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[14] Requires an Administrative Permit, see Section 15-4-24 Public Transit Amenity Areas.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 02-38 on 9/12/2002

Amended by Ord. 04-39 on 3/18/2004

Amended by Ord. 06-69 on 10/19/2006

Amended by Ord. 07-55 on 8/30/2007

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 12-37 on 12/20/2012

Amended by Ord. 16-02 on 1/7/2016

Amended by Ord. 16-01 on 1/7/2016

DRAFT

Amended by Ord. 2017-45 on 8/17/2017

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2020-36 on 7/30/2020

Amended by Ord. 2020-42 on 9/17/2020

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

Amended by Ord. 2022-16 on 5/26/2022

Amended by Ord. 2022-21 on 10/27/2022

Amended by Ord. 2023-16 on 4/27/2023

. . .

15-2.18-2 Uses

Uses in the GC District are limited to the following:

A. **ALLOWED USES**.

1. Secondary Living Quarters
2. Lockout Unit[1]
3. Accessory Apartment[2]
4. Nightly Rental
5. Home Occupation
6. Child Care, In-Home Babysitting[3]
7. Child Care, Family[3]
8. Child Care, Family Group[3]
9. Child Care Center[3]
10. Accessory Building and Use
11. Conservation Activity
12. Agriculture

DRAFT

13. Plant and Nursery Stock production and sales
14. Bed and Breakfast Inn
15. Boarding House, Hostel
16. Hotel, Minor
17. Hotel, Major
18. Office, General
19. Office, Moderate Intensive
20. Office, Intensive
21. Office and Clinic, Medical and Veterinary Clinic
22. Financial Institution without a drive-up window
23. Commercial, Resort Support
24. Retail and Service Commercial, Minor
25. Retail and Service Commercial, Personal Improvement
26. Retail and Service Commercial, Major
27. Cafe or Deli
28. Restaurant, General
29. Hospital, Limited Care Facility
30. Parking Area or Structure with four (4) or fewer spaces
31. Parking Area or Structure with five (5) or more spaces
32. Food Truck Location[10]
33. Public Transit Amenity Area[11]

B. **CONDITIONAL USES**.

1. Single Family Dwelling

DRAFT

2. Duplex Dwelling
3. Triplex Dwelling
4. Multi-Unit Dwelling
5. Group Care Facility
6. Public and Quasi-Public Institution, Church, and School
7. Essential Municipal Public Utility Use, Facility, Service, and Structure
8. Telecommunication Antenna[4]
9. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter[5]
10. Timeshare Project and Conversion
11. Timeshare Sales Office, off-site within an enclosed Building
12. Private Residence Club Project and Conversion[8]
13. Financial Institution with a Drive-up Window[6]
14. Retail and Service Commercial with Outdoor Storage
15. Retail and Service Commercial, Auto Related
16. Transportation Service
17. Retail Drive-Up Window[6]
18. Service Station
19. Restaurant and Cafe, Outdoor Dining[7]
20. Restaurant, Drive-up Window[6]
21. Outdoor Event[7]
22. Bar
23. Sexually Oriented Businesses[8]
24. Hospital, General

DRAFT

25. Light Industrial Manufacturing and Assembly

26. Temporary Improvement[7]

27. Passenger Tramway and Ski Base Facility

28. Ski tow rope, ski lift, ski run, and ski bridge

29. Commercial Parking Lot or Structure

30. Recreation Facility, Public

31. Recreation Facility, Commercial

32. Recreation Facility, Private[9]

33. Indoor Entertainment Facility

34. Heliport

35. Temporary Sales Trailer in conjunction with an active Building permit for the Site.[8]

36. Fences greater than six feet (6') in height from Final Grade[7]

37. Household Pet, Boarding[7]

38. Household Pet, Daycare[7]

39. Household Pet, Grooming[7]

C. **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Nightly rental of Lockout Units requires Conditional Use permit.

[2]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

[3]See Section 15-4-9, Child Care and Child Care Facilities.

[4]See Section 15-4-14, Telecommunication Facilities.

[5]See Section 15-4-13, Placement of Satellite Receiving Antennas.

[6]See Section 15-2.18-6 for Drive-Up Window review.

DRAFT

[7]Requires an Administrative Conditional Use permit.

[8]See Section 15-4-16 for additional criteria.

[9]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[10]The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

[11]Requires an Administrative Permit, see Section 15-4-24 Public Transit Amenity Areas.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 04-39 on 9/23/2004

Amended by Ord. 06-76 on 11/9/2006

Amended by Ord. 14-57 on 11/20/2014

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2020-45 on 10/1/2020

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

Amended by Ord. 2022-21 on 10/27/2022

Amended by Ord. 2023-16 on 4/27/2023

Amended by Ord. 2024-03 on 2/1/2024

15-2.18-3 Lot And Site Requirements

. . .

B. **FRONT SETBACK EXCEPTIONS**. The Front Setback must be open and free of any Structure except:

1. Fence, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty-five feet (25') of the intersection at back of curb.

DRAFT

2. Uncovered steps leading to the Main Building; provided, the steps are not more than four feet (4') in height from Final Grade, not including any required handrails, and do not cause any danger or hazard to traffic by obstructing the view of the Street or intersection.

3. Roof overhangs, eaves, and cornices projecting not more than three feet (3') into the Front Setback.

4. Sidewalks, patios, and pathways.

5. Decks, porches, and Bay Windows not more than ten feet (10') wide, projecting not more than three feet (3') into the Front Setback.

6. Driveways leading to a garage or Parking Area. No portion of a Front Yard, except for driveways, allowed Parking Areas and sidewalks may be Hard-Surfaced or graveled. See Section 15-3-3 General Parking Area and Driveway Standards.

7. Circular driveways meeting all requirements stated in Section 15-3-4.

8. Public Transit Amenity Area.

. . .

15-2.19-2 Uses

Uses in the LI District are limited to the following:

A. **ALLOWED USES**.

1. Secondary Living Quarters

2. Accessory Apartment[1]

3. Nightly Rental

4. Home Occupation

5. Child Care, In-Home Babysitting[2]

6. Child Care, Family[2]

DRAFT

7. Child Care, Family Group[2]
8. Child Care Center[2]
9. Agriculture
10. Plant and Nursery Stock
11. Office, General
12. Office, Moderate Intensive
13. Office, Intensive
14. Financial Institution without drive-up window
15. Retail and Service Commercial, Minor
16. Retail and Service Commercial, Personal Improvement
17. Retail and Service Commercial, Major
18. Commercial, Resort Support
19. Hospital, Limited Care
20. Parking Area or Structure with four (4) or fewer spaces
21. Food Truck Location[8]
22. Public Transit Amenity Area[9]

B. **CONDITIONAL USES**.

1. Multi-Unit Dwelling
2. Group Care Facility
3. Child Care Center[2]
4. Public and Quasi-Public Institution, Church, and School
5. Essential Municipal Public Utility Use, Facility, Service, and Structure
6. Telecommunication Antenna[3]

DRAFT

7. Satellite Dish Antenna, greater than thirty-nine inches (39”) in diameter[4]
8. Accessory Building and Use
9. Raising, grazing of horses
10. Bed and Breakfast Inn
11. Boarding House, Hostel
12. Hotel, Minor
13. Private Residence Club Project and Conversion[6]
14. Office and Clinic, Medical and Veterinary Clinic
15. Financial Institutions with Drive-Up Window[5]
16. Retail and Service Commercial with Outdoor Storage
17. Retail and Service Commercial, Auto-Related
18. Transportation Services
19. Retail Drive-Up Window[5]
20. Service Station
21. Café or Deli
22. Restaurant, General
23. Restaurant, Outdoor Dining
24. Restaurant, Drive-Up Window[5]
25. Outdoor Event[6]
26. Bar
27. Hospital, General
28. Light Industrial Manufacturing and Assembly Facility
29. Parking Area or Structure with five (5) or more spaces

DRAFT

30. Temporary Improvement[6]

31. Passenger Tramway Station and Ski Base Facility

32. Ski Tow Rope, Ski Lift, Ski Run, and Ski Bridge

33. Recreation Facility, Public

34. Recreation Facility, Commercial

35. Recreation Facility, Private[7]

36. Entertainment Facility, Indoor

37. Commercial Stables, Riding Academy

38. Heliports

39. Commercial Parking Lot or Structure

40. Temporary Sales Office, in conjunction with an active Building permit.

41. Fences and Walls greater than six feet (6') in height from Final Grade[6]

42. Household Pet, Boarding[6]

43. Household Pet, Daycare[6]

44. Household Pet, Grooming[6]

C. **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

[2]See Section 15-4-9, Child Care and Child Care Facilities.

[3]See Section 15-4-14, Telecommunication Facilities.

[4]See Section 15-4-13, Placement of Satellite Receiving Antennas.

[5]See Section 15-2.19-8, Criteria for Drive-Up Windows.

[6]Subject to an Administrative Conditional Use permit.

[7]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

DRAFT

[8]The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

[9]Requires an Administrative Permit, see Section 15-4-24 Public Transit Amenity Areas.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000
Amended by Ord. 04-39 on 9/23/2004
Amended by Ord. 06-76 on 11/9/2006
Amended by Ord. 14-57 on 11/20/2014
Amended by Ord. 2018-55 on 10/23/2018
Amended by Ord. 2020-45 on 10/1/2020
Amended by Ord. 2021-51 on 12/16/2021
Amended by Ord. 2022-08 on 4/28/2022
Amended by Ord. 2024-03 on 2/1/2024

. . .

15-2.19-5 Lot And Site Requirements

. . .

D. **FRONT SETBACK EXCEPTIONS**. The Front Setback must be open and free of any Structure except:

1. Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty-five feet (25') of the intersection at back of curb.

2. Uncovered steps leading to the Main Building; provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrails, and do not cause danger or hazard to traffic by obstructing the view of the Street or intersection.

DRAFT

3. Roof overhangs, eaves, and cornices projecting not more than three feet (3’) into the Front Setback.

4. Sidewalks, patios, and pathways.

5. Decks, porches, and Bay Windows not more than ten feet (10’) wide, projecting not more than three feet (3’) into the Front Setback.

6. Driveway leading to a garage or Parking Area. No portion of a Front Yard except for driveways and/or allowed Parking Areas and sidewalks may be Hard-Surfaced or graveled. See Section 15-3.3 General Parking Area and Driveway Standards.

7. Circular driveways meeting all requirements stated in Section 15-3-4.

8. Public Transit Amenity Area.

. . .

15-2.20-4 Lot And Site Requirements

Lot and Site Requirements and Building Heights for all Development Activities and uses within the Frontage Protection Zone must be consistent with the underlying Zoning District and are subject to the following additional requirements:

A. Regardless of the zone Setback and Yard requirements, except as otherwise provided herein, no Structure shall be allowed within thirty feet (30') of the nearest highway Right-of-Way. An exception to this requirement shall be granted for two (2) municipal identification signs, one within the Utah State Highway 224 entry corridor, and the other within the Utah State Highway 248 entry corridor, provided that Park City Municipal Corporation is the Applicant and subject to approval pursuant to Municipal Code Section 12-9-1(L).

B. All Construction Activity, including permanent signs, in the Setback Area between thirty feet (30') and one hundred feet (100') from the nearest Right-of-Way line requires a Conditional Use permit and is subject to all applicable review criteria

DRAFT

as stated in Section 15-1-10. Review of projects within the FPZ shall include design review criteria as stated in LMC Chapter 15-5.

C. EXCEPTIONS. Minor remodels and facade improvements for existing Structures within the FPZ, including free standing signs shall require an Administrative Permit with approval by the Planning, Engineering, and Building Departments. Construction of at Grade sidewalks, trails, public plazas, and temporary signs in the FPZ Setback Area requires an Administrative Permit with approval by the Planning, Engineering, and Building Departments.

D. Essential public facilities such as bus shelters, bus lanes, Public Transit Amenity Areas, highways, directional signs, and utility installations within the FPZ ~~may~~ shall require an ~~administrative~~ Administrative Permit or Administrative Conditional Use permit with approval by the Planning, Engineering, and Building Departments.

E. To minimize curb cuts, driveways, and Access to Park City's primary highways and Streets, Access to Property in the FPZ shall be from existing City Streets when possible, rather than direct highway Access. Common driveways between adjoining projects shall be used when possible. Driveways must be placed where they create the least interference with through traffic on highways.

F. The Planning Department shall review all proposals for pedestrian and bicycling pathways and trails through the FPZ. Trails and sidewalks may occupy Setback Areas. Open Space, preservation of view corridors, protection and enhancement of Sensitive Lands such as wetlands and meadows, and buffer Areas shall be considered in the review.

All Fences in the FPZ must be one of the following styles:

1. Wooden rail,
2. Architecturally Compatible solid wood and natural stone,
3. Stock Fences,

DRAFT

4. Various forms of steel Fencing as determined and approved by the Planning Department, not including chain link Fencing.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 01-25 on 6/12/2001

Amended by Ord. 06-76 on 11/9/2006

Amended by Ord. 09-10 on 3/5/2009

15-2.20-5 Entry Corridor Protection Overlay (EPCO)

. . . .

E. SETBACKS.

1. A Setback in the Entry Corridor Protection Overlay shall be established by the Planning Department based upon a visual assessment of the Property. However, in no case shall the Setback be less than one hundred feet (100') from the nearest entry roadway Right-of-Way. In Areas where open meadow vistas are considered important, the required Setback may be increased significantly. The one hundred foot (100') standard is intended to be more appropriate for Properties currently within the City limits. Upon annexation request, the appropriate Setback will be determined based upon a Site specific visual analysis.
2. Building Setbacks in the Entry Corridor Protection Overlay shall vary from Structure to Structure with any one Lot or Development. Setbacks shall also vary from those on adjoining roadway-oriented Property to avoid creating a walled effect. Buildings shall be located in such a manner to enhance and frame important views as determined in the visual assessment.

3. Agricultural or stock Fences shall be allowed in the Setback subject to approval by the Planning Department. See Fencing, Section 15-2.20-5(H).
4. Essential public facilities such as bus lanes, and Public Transit Amenity Areas shall require an Administrative Permit or Administrative Conditional Use permit with approval by the Planning, Engineering, and Building Departments.

. . . .

15-4-24 Public Transit Amenity Areas

Public Transit Amenity Areas are Allowed Uses in the HRM, HRC, HCB, GC, and LI Zoning Districts and the FPZ and EPCO Overlays.

A. ADMINISTRATIVE PERMIT REQUIRED. A Public Transit Amenity Area requires an Administrative Permit approval by the Planning Director and City Engineer prior to submittal for a Building Permit.
    1. NOTICE. Staff shall mail courtesy notice pursuant to Sections 15-1-12 and 15-1-21.
B. APPLICATION. Applicants shall submit the following:
    1. GENERAL DESCRIPTION. An overview of the proposed scope of work, including construction timeline, materials, lighting, signs, landscaping, and Structures.
    2. SITE PLAN. The site plan shall be to scale not to exceed one inch to 100 feet, indicating in detail how the proposal will comply with the International Building Code and this Section. The site plan shall:
        i. Indicate the location of the Public Transit Amenity Area on the Property and clearly show distances from all Property Lines and Existing Structures.
        ii. Identify elevation contours using United States Geological Survey (USGS) measurements.
        iii. Detail all encroachments into the Right-of-Way.

DRAFT

iv. Identify all existing Significant Vegetation within twenty feet (20') of the proposed Public Transit Amenity Area.

v. Identify dedicated snow storage Areas.

C. REVIEW CRITERIA.

1. The Applicant shall provide written notice of the Property Owner's permission.
2. The proposed Use shall not impede pedestrian circulation, emergency Access, or any other public safety measure.
3. Trash and recycling shall be provided.
4. Trash and recycling shall be sufficiently screened from neighboring properties and the Right-of-Way.
5. Signs shall comply with Municipal Code Title 12.
6. Lighting shall comply with Section 15-5-5(J).
7. Structures shall not exceed 20 feet in Height from Existing Grade.
8. Installations shall comply with Site Distance Triangle requirements with review and approval by the Engineering Department.
9. The Planning Department shall determine the Limits of Disturbance and shall require mitigation for loss of Significant Vegetation.

. . .

15-15-1 Definitions

PUBLIC TRANSIT AMENITY AREA. Structures, infrastructure, and equipment necessary to operate public transit and public multi-modal transportation, including but not limited to items of comfort, convenience, and safety that are available to the general riding public, including bus pull-outs, bus shelters, bus electric charging equipment, benches, signage, and bike racks.

DRAFT