PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
April 24, 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.

SITE VISIT 4:00PM

1115 Aerie Drive – The Planning Commission Will Conduct a Site Visit to Aid in the Commissioner's Evaluation of the Conditional Use Permit for a Sports Court.

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 27, 2024

2.B. Consideration to Approve the Planning Commission Meeting Minutes from April 10, 2024

3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

4. PUBLIC COMMUNICATIONS

5. WORK SESSION

5.A. **1300 Snow Creek Drive – Minor or Substantive Determination for a Modification to a Master Planned Development** – The Applicant Proposes to Construct 29 Additional Parking Spaces at the Snow Creek Master Planned Development. PL-23-05780 (20 mins.)

5.B. **Land Management Code Amendment** – The Planning Commission Will Conduct a Work Session to Review Proposed Land Management Code Amendments Regarding Steep Slope Conditional Use Permit Regulations for the Historic Residential-1, Historic Residential-2, and Historic Residential Low-Density Zoning Districts. PL-23-05673 (45 mins.)

6. REGULAR AGENDA

6.A. **Land Management Code Amendments** – The Planning Commission Will Review Proposed Amendments to Create a Maximum Lot Size in the Recreation Commercial Zoning District. PL-23-05821 (15 mins.)
(A) Public Hearing; (B) Recommendation to City Council for Consideration on May 23, 2024

6.B. **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 (40 mins.)
(A) Public Hearing; (B) Action

6.C. **11343 Snow Top Road – Conditional Use Permit** – The Applicant Proposes Constructing an Outdoor Swimming Pool (Private Recreation Facility) Eight Feet Wide by 12 Feet Long by Five Feet Deep (480 Cubic Feet) in the Estate Zoning District and Sensitive Land Overlay. PL-24-06055 (15 mins.)
(A) Public Hearing; (B) Final Action

6.D. **2000 Meadows Drive (Park Meadows Golf Course) – Conditional Use Permit and Modification to the Master Planned Development** – The Applicant Proposes to Construct a 6,386-Square-Foot Maintenance Building, a 2,018-Square-Foot Lean-to Shed, and a 10,744-Square-Foot Paved Parking Area for 20 Off-Street Parking Spaces within the Park Meadows Master Planned Development and Recreation and Open Space Zoning District. PL-23-05986, Modification to MPD. PL-23-05893 (30 mins.)
(A) Public Hearing; (B) Final Action

6.E. **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 (45 mins.)
(A) Public Hearing; (B) Continue to a Date Certain

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 27, 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; Jacob Klopfenstein, Planning Administrative Assistant; John Robertson, City Engineer; Mark Harrington, City Attorney

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1. ROLL CALL

Chair Sarah Hall called the meeting to order at approximately 5:30 p.m. She confirmed the attendance of all Commissioners either in person or via Zoom.

2. MINUTES APPROVAL

A. Consideration to Approve the Planning Commission Meeting Minutes from February 28, 2024.

Commissioner Johnson noted that on page 8, paragraph 5 Thaynes was misspelled.

MOTION: Commissioner Johnson moved to APPROVE the Planning Commission Meeting Minutes from February 28, 2024, as amended. Commissioner Christin Van Dine seconded the motion.

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

3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Planning Director, Rebecca Ward reported that the Bonanza Park Small Area Plan community meeting was scheduled for April 9, 2024, at the Park City Library. With respect to the Work Session for this meeting, there would be no public hearing or public input; however, there would be opportunities to provide input by emailing planning@parkcity.org. Director Ward also reported those wishing to provide public comment on tonight's Regular Agenda to state their full name and sign in, limit comments to three minutes or less, and direct the comments to the Commission. She also reported speakers to be civil and address only those matters on the pending ordinance or application before the Commission.

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4. PUBLIC COMMUNICATIONS

There were no public communications.

5. WORK SESSION

A. Land Management Code Amendments – The Planning Commission will Discuss Opportunities for Potential Land Management Code Amendments to Incentivize New Childcare Facilities and Align Municipal Code with State Regulations.

Planning Department Administrative Assistant, Jacob Klopfenstein appeared with Planning Technician, Jaron Ehlers to discuss childcare land use regulations. Planning Assistant Klopfenstein explained that there are currently four different types of childcare Facilities defined in the Code. In-Home Babysitting and Family Childcare are allowed Citywide in residential zones. Childcare in multi-unit dwellings requires a Conditional Use Permit ("CUP"). Family Group Childcare, which provides care for 9 to 16 children, also requires a CUP. Childcare Centers are allowed in non-residential zones and require a CUP or approval through a Master Planned Development ("MPD") in residential zones.

Planning Assistant Klopfenstein reported that because Childcare Centers are typically located in commercial zones, they included location criteria as part of the CUP approval that encourages them to be placed on neighborhood peripheries and near schools, libraries, houses of worship, and parks with playing fields. They will address land use regulations for Childcare in MPDs and Affordable Master Planned Developments ("AMPDs"). The Code provisions for both MPDs and AMPDs state that the Planning Commission could require Childcare Facilities under an MPD or AMPD if the project creates additional demand for childcare; however, the Code does not define how to measure whether a project would create that additional demand and it was left to Planning Commission discretion. He stated they were looking at possibly creating more specific criteria in this regard.

Planner Ehlers explained that most of the Childcare regulations were imposed on the State level and City Code may only supplement, but not override those regulations. An example was provided for regulating the number of children for a specific facility and stated they could set the broad land use groups; however, when approving a specific facility, the City could not limit it to 10 children as that is part of the State's decision when they license a facility.

Planner Ehlers reported that the State defined Childcare in two broad categories – Commercial and Licensed Family. A Licensed Family facility must be in a provider's residence or a second facility. The State does not allow Commercial Childcare within residential zones; therefore, these facilities were only allowed in commercial and mixed-use zones. He also reported that the State regulations also contained a basic capacity limitation calculated at 35 square feet of interior space per child, which includes play areas, classrooms, or kitchens. This area must specifically be used for the children and would not include administrative areas.

Planner Ehlers stated there was also a requirement for 40 square feet of outdoor play area per child who would be outside. He explained that if the Childcare Facility limited the number of children going outside at any given time, then they would not need to have 40 square feet per child. He noted that the outdoor play area requires a fence of a certain height to enclose the play area.

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In response to Commissioner Van Dine's question as to whether these capacity numbers applied to both Commercial and Licensed Family Childcare Facilities, Planner Ehlers responded in the affirmative. Planner Ehlers also mentioned that the State does not have any parking regulations associated with Childcare Facilities. He noted that the childcare crisis is not only in Park City but also in the entire State. In recognition of that, the State Division of Licensing changed its Code to the effect that if someone already owned and operated a licensed Family Facility, they could open another Family Facility that is not the operator's primary residence. He noted that the State encouraged the Family Facilities to be home-like, but under the new Code, the operator would not have to reside in that location. The requirement is that an employee licensed to take care of children must be present the entire time that children are present at the Facility.

Planner Ehlers stated that the situation contemplated with this change would not currently be allowed under Park City's Code. During the last Legislative Session, the Legislature passed House Bill ("H.B.") 153 that expanded the Child Tax Credit. It also allowed any Childcare Facility of up to 8 children to operate without obtaining a license from the State. These facilities are required to undergo a background check, but there was no enforcement mechanism created by the State to ensure compliance with that requirement.

Commissioner Johnson understood that background checks are recommended but not required and expressed that was a red flag for him. Planning Assistant Klopfenstein stated that these Facilities are technically required to get a background check and request a certificate from the Division of Licensing. He highlighted that H.B. 153 did not include enforcement for the background check and noted that it raised concerns.

Planner Ehlers noted that Salt Lake City was also concerned about the lack of childcare and adopted several major Code changes following a public hearing on March 5th. Those Code changes provided that smaller facilities within an occupied home only required a business license from the city. Anything larger would be an allowed use in any zone where residential or commercial would be allowed.

Planner Ehlers mentioned that Staff looked into the possibility of a density bonus and noted that the State of California enacted a Mandatory Density Bonus Law, where one of the ways to get additional density beyond that established by a General Plan was by having a Childcare Facility on site. He noted this law applied to projects in excess of five units. If the Commission was interested in further exploring this, he stated that Staff could reach out to more California cities. He referenced the Staff Report that stated that across the nation, comparable jurisdictions had taken a wide range of approaches for parking requirements. He presented the current Park City parking requirements for the four types of facilities.

Planning Assistant Klopfenstein next addressed Staff questions for the Commission on the amendments. First, Staff requested feedback on whether the State regulation changes regarding the second home Childcare Facility location be incorporated into the Land Management Code ("LMC"). He noted the change in State Code that allowed providers to operate a second location. Planner Ehlers added further that the State wants more facilities, but they wanted to encourage them to be operated by experienced operators, which is why the State allowed a second facility opened by those who already operate a home Childcare Facility.

Commissioner Frontero observed that the State wants to encourage experienced Childcare providers, yet the State will not regulate or enforce licensing. Planner Ehlers explained that the

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decision to allow a second location was issued by the State agency, whereas the State Legislature enacted the change with respect to licensing.

Commissioner Johnson requested an example of a second location and noted that the two Montessori schools in the County fall under commercial. Commissioner Van Dine responded that most of the home facilities are not publicized Childcare Facilities. Rather, they typically involve someone who opens their home and takes up to 8 children per day. She would support the second home Licensed Family Facility that could be opened under the original license. She understood that there did need not be another commercial space; rather the operator would simply be expanding their umbrella to include another home.

Commissioner Shand asked about supervision in the second home and noted that the owner of the second home would not be licensed. Commissioner Van Dine responded that the second home would have to have a designated person in that location but acknowledged that it was not clear. She understood it was to be a designee from the original home that would supervise the second home. Commissioner Shand suggested this was akin to a license assistant.

Commissioner Johnson understood that there is no limitation on the size or the number of children per State Code. Planner Ehlers stated that there were regulations regarding the capacity and ages of children but noted that Park City's 18 children maximum for Family Group Childcare was aligned with State limitations. If a provider desired to have more than 18 children, they would be required to become a Commercial Facility.

Commissioner Van Dine stressed that the home day care facilities are still bound by the legal ratio numbers. She noted that infants required 2:1, children aged 2 - 3 required 3 or 4:1, and all providers are required to follow these ratios whether it is a primary or secondary location. Planner Ehlers confirmed that the second location would be regulated the same as the first, with the exception that it would not be the provider's primary residence. Planning Assistant Klopfenstein added that the provider or the provider's designee could operate the second facility, and the designee would be required to obtain a background check from the State.

Commissioner Shand asked if there could also be a tertiary location. Planning Assistant Klopfenstein stated that currently only a second facility was allowed.

Commissioner Sigg asked if there is a requirement that the primary operator have a leasehold or ownership in the secondary location. Planner Ehlers stated that Staff could obtain clarity from the State in this regard.

Commissioner Van Dine expressed support for adding the secondary facility in the LMC. Chair Hall also expressed support and stated she would like to encourage as many Childcare Facilities in town as they could.

Commissioner Shand agreed and noted that they want experienced Childcare providers to have this opportunity, and this would enable a single Childcare provider to expand their operations. If they do not incorporate this into the LMC, they would need a second licensed Childcare provider to open up that second location. He noted this would allow a willing Childcare provider to take on a second location.

Planner Ehlers added that the State implemented this provision, in part, because they were seeing spouses each apply for a license. With this change, it would be clearer. Commissioner Suesser

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asked if it would be necessary to incorporate this State regulation into the LMC. Planning Assistant Klopfenstein explained that the current definition of Family Group Childcare and Family Home Childcare only allowed for care in the primary residence of the provider. Therefore, the current LMC did not allow a secondary location. Planner Ehlers added that with the exception of Facilities with a capacity of up to 8 children, any Childcare Facility requires approval from both the State and the Municipality in order to operate. Commissioners Suesser and Johnson supported the change to the LMC. Commissioner Frontero also expressed support and asked if there was any feedback from the City's current in-home providers as to whether they would be interested in opening a second location. Planning Assistant Klopfenstein stated they could reach out to the providers. Within Park City, there were not many In-Home Facilities. Planner Ehlers noted that according to the State, many of these providers shut down after the School Districts started operating all-day daycare as that took a lot of the demand.

Commissioner Van Dine felt that regardless of the number of providers, this should be an option as people start to explore this issue since childcare is so out of control, expensive, and difficult to find in Park City. Commissioner Frontero reiterated that he supported this change.

The next question for the Commission was whether the City should regulate Childcare Facilities that are exempt from State licenses under H.B. 153. He reported that H.B. 153 changed the licensing requirement such that no license was required for providers of up to 8 children. Commissioner Van Dine asked what the City could regulate in this regard. Planner Ehlers stated that In-Home Babysitting of up to four children only requires a Business License and beyond that, a provider must meet the criteria in the Code. Commissioner Van Dine observed that the Code required permits from the City, but asked if the City could require Utah Division of Professional Licensing ("DOPL") licensure in addition to what is required by the State. Planner Ehlers advised that the City could not require its' own licensure for providers.

Commissioner Shand understood that the State currently does not require a provider to be licensed if they were taking care of four or less children. Planner Ehlers noted that with the recent legislative change, that number is now eight children or less.

Commissioner Shand noted that the question was whether the City could step in and require licenses for situations where the State did not. He was strongly supportive of background checks and indicated he would follow the State's licensing guidelines for 8 or less children. Planner Ehlers stated that they could increase the In-Home Childcare to eight or less children.

Director Ward noted that currently, the providers that the State recently exempted from State licensing requirements would still have to go through the City's land use review process. She asked if the Commission supported removing the land use permitting reviews to align with the State. Commissioner Van Dine indicated that was the gist of her comments and noted that the City was not adding any licensing requirements; rather, the City was keeping its land use requirements and requiring providers to obtain a CUP for a facility for eight or more children. She noted that currently, Park City required a CUP for a facility for four or more children. Planner Ehlers confirmed and stated the amendments would essentially remove Family Childcare from the Code. Commissioner Van Dine supported that and commented that she did not see how much of a difference there was between 4 children and 8 children. Chair Hall agreed and was comfortable aligning the LMC with the State Code in this regard. There was unanimous consensus amongst the remainder of the Commission on this issue.

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Planning Assistant Klopfenstein next turned to the third question and asked if the Commission supported reducing parking requirements for Childcare Facilities. The current requirements were presented to the Commission. Chair Hall stated that along the lines of incentivizing or enabling people to provide childcare, she would generally support reducing the parking requirements for Childcare Facilities.

Commissioner Van Dine supported reductions for the space per non-resident non-family member employee. She reasoned that they would have the ability to enforce and encourage the employees to carpool or use other alternatives. She did not necessarily support eliminating drop-off and pick-up spaces. She felt the current requirement for Childcare Centers of one parking space per 6 children was fair, as street parking could also be used. She mentioned the examples of Alpine Adventure and PC Tots. She would not reduce any of their parking requirements but felt that reducing employee spaces was fair.

Commissioner Johnson queried what Commissioner Van Dine would support. Commissioner Van Dine mentioned that the possibility of requiring one space per two employees, or one-half space per employee was fair. She noted they were trying to encourage the employees to use public transit or other forms of transportation and reducing the number of drop-off/pick-up spots was not very realistic because people were picking up children. Commissioner Johnson mentioned the example provided for Aspen's code that requires one off-street parking space per employee.

Commissioner Frontero expressed support for moving toward one off-street parking space for two employees. He stated he did not understand the meaning of a half-parking space. He added that if in a year's time, they find it to be a problem they could address it. He added that he would like to keep the drop-off/pick-up parking spaces. He sought clarification of the current provision for Childcare Centers of one parking space per six children. Commissioner Van Dine stated it related to the number of children in the facility, therefore if the facility could hold 24 children, it would need one spot per six children.

Commissioner Frontero asked why and wondered who would use these spaces. Commissioner Van Dine explained it would be for the parents to pick-up and drop-off. The facility needed open spots to facilitate the children arriving and leaving. Planner Ehlers explained that they could clarify this to identify these as "drop-off/pick-up spaces" instead of "parking space." Commissioner Frontero suggested that if the facility had a circulation plan for drop-off/pick-up, he was unsure whether they would need those parking spaces.

Commissioner Van Dine explained that daycare differs from school because these are not school-aged children. She invited the Commission to assume that the children in these facilities would be infants to Pre-K. The parents must go into the facility, pick them up, sign them out, and bring them back out to the car. Therefore, actual parking spots were necessary, as roundabouts would not work in these settings. Drop-offs and pick-ups occurred throughout the day, so they would not need many spots, but maintaining those safe drop-offs was important.

Commissioner Johnson asked if they wanted to add anything about operational hours to the Code. Chair Hall noted that having operating hours would mean that the location would not have to hold a spot for the entirety of the day or on the weekends. She mentioned the allocated parking spots at the library and facilities in mixed-use locations.

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Commissioner Van Dine felt it would be fair to impose certain hours for locations that have shared lots such as the library. She noted that Alpine Adventures shared a big parking lot and agreed that could be an option to satisfy some of the parking. She mentioned that most children would be dropped off between 7:30 a.m. and 10:00 a.m., and then pick-ups would occur during the last two hours of the facilities' hours. Commissioner Sigg agreed with some sort of peak-hour language where they could get the maximum utility out of the lot, while still providing spaces for drop-offs and pick-ups. Commissioner Suesser agreed with this concept.

Chair Hall asked if there was a way to give the Planning Director or the Staff the authority to make a judgment call based on staggering drop-offs or pick-ups for shared parking use. Planner Ehlers stated they could craft language regarding a parking plan and guidelines of what would be required in that plan. The parking plan could be reviewed and approved at the Staff level. There was consensus support for this suggestion.

The Commission was then asked if it supported requiring administrative-level review for Childcare Facilities in the residential zones instead of a CUP. Commissioner Van Dine commented that as long as the application was robust enough, she would be okay with Staff level review. She noted that it would lower the bar in terms of approval and overall cost and supported this change. This change would only apply to those facilities in residential zones, which would have a capacity of 8 to 12 children.

Commissioner Suesser was in favor of this change so long as the notice requirements to the neighborhood were vigorously adhered to and reasoned that administrative hearings do not get the type of attention as a Planning Commission meeting. She wanted to ensure that there will be proper notice of those reviews and that public input was available.

Commissioner Johnson agreed with Commissioner Suesser and noted that they want to incentivize these facilities but as they go into the residential zones they could be playing with fire. Planner Ehlers explained that the noticing for administrative reviews goes to adjacent property owners. He asked if the Commission wanted to expand that to the 300-foot threshold for Board and Commission review. There was consensus support for that change.

Commissioner Sigg asked if there was something in the review process or in the State Code that addressed the Building Code and the physical condition of the secondary home that an operator might want to use. Planner Ehlers advised that the State provisions address those issues. Planner Ehlers also mentioned that CUPs are required for a facility in a multi-family dwelling, even if it is a Family Childcare Center. Commissioner Van Dine felt that requirement should remain because a facility in a multi-family dwelling could potentially impact more people more closely than in a single-family home. Commissioner Frontero understood Commissioner Van Dine's point.

Commissioner Suesser expressed uncertainty that a CUP would be necessary and would support administrative review for a Childcare Facility in a multi-family dwelling. Chair Hall agreed especially if there was unanimous consent from all homeowners. Commissioner Van Dine agreed with these comments and felt that would be reasonable. Commissioner Sigg also agreed. The Commission agreed that a specific administrative permit as opposed to a full Administrative CUP could accomplish this.

Planning Assistant Klopfenstein next asked the Commission if it supported amending Childcare definitions in the LMC to create an additional facility type, and if so, whether the new type could

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require a lower level of review. Commissioner Frontero asked for an example of the new type of facility. Planning Assistant Klopfenstein commented that the thought was that the City could keep its current definitions and categories and change the level of review, or just create an additional category that would only require administrative level review and keep the others under Conditional Use review.

Commissioner Johnson observed that based on these discussions, it would be unnecessary to create a new category. He suggested staying on the path forward. Commissioner Shand agreed. Commissioners Frontero, Sigg, and Suesser also agreed with Commissioner Johnson's suggestion.

With regard to MPDs, Planning Assistant Klopfenstein asked if the Commission supported establishing more specific criteria for Childcare regulations. He noted the discrepancy wherein the Code provides that the Planning Commission can require a Childcare Facility in an MPD if the MPD creates additional demand. The City currently does not have a mechanism to measure whether a project would create additional demand. Chair Hall expressed interest in exploring what that would entail, because they have seen so many MPDs over the years, and they really had not utilized this provision. Commissioner Van Dine mentioned the PEG application and agreed to look into what other cities require and what it might look like.

Commissioner Suesser agreed and stated that during her time on the Commission, she had seen a real focus on including Childcare Facilities in MPDs, but that attention has been lost over the years to the point where they now see MPDs that no longer contemplate Childcare Facilities even if it was in the original MPD. She would like to see some sort of criteria included in the Code for Childcare Facilities in an MPD.

Commissioner Frontero sought clarity on what these requirements might include and wondered if it would be based on the number of units. Commissioner Suesser opined that it would be based more on demand and used the example of assessing childcare demand at the base of a ski resort. She stressed that the requirement should be demand-based rather than based on the number of units.

Commissioner Sigg asked if they were talking about demand exclusive to the MPD or open to the public at large. He felt there was a propensity to take the position "our community, our child support," and was not sure he could support that. He wanted to support childcare throughout the community.

Commissioner Suesser mentioned that her comments related to MPDs that included retail where the employees needed childcare in addition to the residents. She felt the number of employees required to run the facility would also drive the demand. Commissioner Frontero asked if they would then tie childcare square footage to commercial square footage in a mixed-use development. Commissioner Van Dine felt that Staff could research the options and provide that information to the Commission.

Chair Hall requested an analysis of what the triggers would be and what they would look to accomplish. She noted there was a lot of pushback because people do not want a Childcare Facility on-site or are worried about licensing and regulations. She would support a fee in lieu similar to what they do with affordable housing. If a developer came in with a large-scale MPD and did not want to or could not provide Childcare Facilities, it could be offset in some other way.

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With respect to AMPDs, Planning Assistant Klopfenstein asked if the Commission supported removing that requirement or amending the Code to allow a bonus density or other land use incentive for AMPDs that provide Childcare Facilities. Commissioner Van Dine would like to see other incentives that might be tied to the provision of Childcare Facilities in an AMPD. She mentioned that HOPA could not make it work, and she felt that trying to find ways to make it easier for applicants would be helpful.

Commissioner Johnson agreed and felt if there was a discussion regarding a bonus density, it would only relate to AMPDs. He liked the approach taken by Salt Lake City, as indicated in the Packet, and how they were using options like small business loan interest reductions and reserving space for daycare in City projects. Commissioner Suesser was more interested in other incentives rather than a bonus density.

Chair Hall expressed interest in exploring any of the incentives and stated that as much as she would like to require some component of it for regular MPDs, she would also support removing the Childcare Facility requirement in AMPDs. She felt the AMPD was something she would also like to encourage, and if a developer was providing more than 50% affordable units, that benefit to the community was enough. Commissioner Frontero stated that if a developer wanted to build 100 condominiums in town, part of being able to do that should have some level of childcare. He felt MPDs should be included in this discussion.

Commissioner Suesser sought clarification on the question of whether the Commission supported removing Childcare Facility discretion for AMPDs. She inquired about the current AMPD requirement regarding Childcare Facilities and wanted to know about the discretion component of this question. Planning Assistant Klopfenstein explained that the language in the current Code states that the Planning Commission can require a Childcare Facility in both MPDs and AMPDs if the Commission determines that the project would create additional demand for childcare. Staff's question addressed whether there was support for removing that piece. He added that the other option was to keep the ability to require an AMPD to have a Childcare Facility but pair that with a bonus density or some other incentive.

Commissioner Suesser liked the way the Code is currently written. If a project would drive up childcare demand, it would trigger a Childcare Facility requirement. She agreed with Chair Hall's point about it not necessarily being on-site but requiring the developer to provide a Childcare Facility because of the increased demand.

Commissioner Sigg felt this might be best included in the provisions regarding Accessory Uses. He noted the discussions regarding what would constitute an Accessory Use and supported identifying some of those types of areas and designated them as Childcare.

Commissioner Van Dine felt this was also related to the prior question wherein they would discuss what the criteria would look like. Once they have established the criteria, they could then determine how it would play into AMPD requirements. She did not have a clear answer to Staff's question, except with regard to incentives. She felt the discretion would depend on what they establish as criteria.

Commissioner Suesser agreed with Commissioner Van Dine, but she believed what was proposed was a step away from requiring more Childcare Facilities, which is what the Code provided currently. She reiterated that if a proposed development would create demand, a Childcare Facility should be required. This proposal would remove that requirement.

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Commissioner Van Dine clarified that she does not believe it should be removed; rather, they should address the criteria before determining how that might play into this down the line.

Commissioner Suesser felt there was a lot of consensus on reducing restrictions to incentivize Childcare Facilities, however, this particular proposal seemed to be a step in the opposite direction. She liked the demand-based trigger and felt it was appropriate.

In terms of additional land use or other incentives to encourage Childcare Facilities, Chair Hall indicated that the Commission appeared to be interested in incentives, the more creative the better. She agreed with Commissioner Suesser that they were trying to find ways to include more Childcare in the community.

Commissioner Suesser requested further information from Staff on the regulatory process, as that is generally the big hurdle in developing these facilities.

Commissioner Shand requested examples of the issues discussed herein. He specifically mentioned examples of the types of concessions made in order for a developer to incorporate Childcare Facilities in their project.

Commissioner Frontero stated that AMPDs provide lower cost of housing, which is a huge benefit to the City. He was not in favor of putting additional requirements on AMPDs to provide Childcare Facilities, as AMPDs were solving the housing shortage and he wanted that to continue. He did not want to burden the AMPDs with the additional requirement of solving the childcare problem. He supported requirements for Childcare Facilities in an MPD. He suggested there might be a tie-in between commercial space and requiring a Childcare Facility. He also wanted to see a formula that the square footage for the Childcare Facility would depend on the number of units. He stated the developers want certainty, and this would provide certainty. Chair Hall agreed.

Commissioner Shand responded that if you give a developer of an AMPD some incentives to include a Childcare Facility, the benefit would be that the residents of an AMPD, which are typically younger families, would be able to drop their child off downstairs rather than driving them to daycare. He was not in favor of completely relieving the responsibilities in an MPD, but he favored exploring how childcare could be incorporated into an AMPD.

Commissioner Frontero indicated that the HOPA application was one where the developer stated they could not make it pencil. Commissioner Sigg agreed with Commissioner Shand that they would find younger working families in AMPDs. He liked the idea of not generating trips to drop a child off at daycare. He would be in favor of incentivizing MPDs if they were able to economically make a Childcare Facility work. Chair Hall reported that the public could provide input on these amendments.

6. REGULAR AGENDA

A. Land Management Code Amendments – The Planning Commission will Review Proposed Amendments to the Historic District Regulations Enacting Standards for Temporary Structures in Historic Districts and Defining Temporary Structures. PL-24-06001.

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Senior Historic Preservation Planner, Caitlyn Tubbs reported that the proposed LMC Amendments will enact standards for Temporary Structures within the Historic Districts. On October 4, 2023, the Planning Commission and the Historic Preservation Board ("HPB") held a Joint Work Session and directed Staff to return at a later date with proposed standards for Temporary Structures in Historic Districts. She explained the standards proposed by Staff were based on requirements for Primary Structures and mirrored several of those standards. On December 6, 2023, a Work Session was held with the HPB, followed by a Work Session with the Planning Commission on December 13, 2023. She reported that Staff met with the Historic Park City Alliance ("HPCA") on February 20, 2024, and provided a copy of the proposed standards. She reported that HPCAs responded to the proposed standards with no comments or concerns. Most recently, the HPB forwarded a unanimous positive recommendation of these standards to the Planning Commission for its consideration.

Planner Tubbs explained that the proposed Amendments included standards for materials, amount of glazing, and type of glazing. They also included lighting fixtures and restrictions on additional ornamentation and signage. Additionally, the proposed Amendments outlined standards for connection to historic materials as well as some sustainability and consistency measures to ensure that any Temporary Structures in the Historic District would support the Historic integrity and appearance of the Historic District. She noted that a copy of the proposed Ordinance was contained in the Packet and invited any questions. She indicated that Staff recommended the Planning Commission review the proposed LMC Amendments to enact standards for Temporary Structures in Historic Districts, conduct a public hearing, and consider forwarding a positive recommendation for the City Council's consideration on April 25, 2024.

Chair Hall invited clarifying questions from the Commission.

Commissioner Van Dine recalled that the Commission was not in favor of yurts but acknowledged that she did not review the prior minutes to refresh her recollection. Commissioner Suesser mentioned the discussion regarding Butchers and similarly recalled that there was consensus of the Commission and the Historic design group that the combination of the yurts and the Alpenglow huts were not appropriate.

Commissioner Johnson recalled that the size contradicted the City's sustainability goals as well as they were looking more to smaller structures that would be more compatible with the Historic District. Planner Tubbs stated that they could remove those from the Draft Ordinance.

Senior City Attorney, Mark Harrington clarified that the proposed Ordinance addressed the design guidelines criteria, not uses. If the Commission wanted to additionally prohibit temporary uses that are otherwise allowed, then Staff would have to return with a different type of ordinance. He stressed that the proposed Ordinance before the Commission did not approve or disapprove certain uses; rather, it would just establish design regulations for those particular uses.

Commissioner Van Dine recalled that the Commission did not support Temporary Structures with canvas or vinyl siding. She further recalled that it was not the use of the specific structure; rather it was the design components of that structure that did not meet sustainability and overall appearance.

City Attorney Harrington responded that Commissioner Van Dine was saying that the design by its very nature means that they should not be allowed. He stressed that the Commission should not disallow certain things because of their materials. If the Commission did not want yurts, they

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could just amend the Land Use Tables to provide that yurts were not permitted in the Historic District. He added that someone could get around the material requirements by building a yurt out of metal or wood as opposed to fabric.

Commissioner Johnson asked how they arrived at the standards in subsection 8.b. and the language, "eighteen (18) feet or two (2) feet below the ridgeline of the Primary Structure." Planner Tubbs explained that those standards came from the requirements set forth in the Historic Zoning Districts, as well as the transitional element requirements for Historic Structures. She provided the example of an addition to a Historic Structure that requires a transitional element that must sit at least two feet below the ridgeline of the Historic Structure. The overall 18-foot maximum was derived from the Maximum Height listed in the zoning districts for Accessory Buildings.

With respect to subsection 9, Commissioner Johnson asked if Staff felt there were enough teeth as far as enforcing "replace and repair as necessary…to maintain the clean appearance." Planner Tubbs offered that if a material was damaged to the point that it posed a public safety hazard, then there were other provisions in the Code to enforce that. With respect to the timeline for installation of these Temporary Structures set forth in subsection 10, if there were concerns about the materials, they could be addressed when the owners returned for future permits. She confirmed that as long as the owners remained in compliance with the date periods, the Temporary Structures would be re-inspected at the time of installation.

Commissioner Frontero mentioned the Temporary Winter Balcony at Riverhorse that had not been removed in three years. Planner Tubbs recalled that following the pandemic, there was additional flexibility in the utilization of those Temporary Structures yet confirmed that it had remained in place. Director Ward clarified that when the Temporary Winter Balcony Enclosure Program went through the HPB and Planning Commission, the City Council allowed for that Temporary Balcony to remain in place. It will be required to be removed as of April 30, 2024. In addition to being denied a permit the following year, if a Temporary Structure was not removed by that time, there are other enforcement provisions that would require removal. She confirmed there were opportunities to enforce through both the administrative permit proposed in these Amendments and other licenses or agreements depending on the location.

Commissioner Frontero wanted it made clear that these were Temporary Structures, and if they were being used as anything other than temporary there would need to be some enforcement. He felt the easiest way was to not issue a permit for the following year.

Commissioner Shand asked if someone had both a winter and summer Temporary Structure permit, and that the only time they would need to remove the structure would be between October 30th and November 15th. Planner Tubbs confirmed and stated if the direction was that the property owner should have one type of temporary installation per year, Staff could look to craft some language for that as well.

Director Ward added that the Building Permit for a Temporary Structure states that it must be removed every 180 days.

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

MOTION: Commissioner Van Dine moved to forward a POSITIVE recommendation for Land Management Code Amendments – Standards for Temporary Structures in Historic Districts - for

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City Council's consideration on April 25, 2024, as outlined in the Draft Ordinance attached as Exhibit A to the Staff Report, and as amended to eliminate yurts from subsection A.5, with additional direction to Staff to prepare a separate ordinance to eliminate yurts as a permitted use in the Historic Districts.

Commissioner Suesser was not in favor of completely eliminating yurts from the Historic Residential – 1 ("HR-1") Districts. She could see an instance where they might be appropriate.

Commissioner Johnson seconded the motion. He noted that from a compatibility standpoint and the recent fire in the yurt at The Montage, he found they were not compatible in the Historic Districts.

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

Following a short recess, Chair Hall called the meeting back to order and confirmed the attendance of all Commissioners.

B. 2200 Monitor Drive, Holiday Village and Parkside Apartments (HOPA) Affordable Master Planned Development – Development Agreement – The Planning Commission will Review the Development Agreement for the HOPA Affordable Master Planned Development, a Project Providing 317 Affordable Units in the Residential Development Zoning District and Frontage Protection Zone Overlay. PL-22-05473.

City Planner, Spencer Cawley reported that for this item the Planning Commission would review the 2200 Monitor Drive, Holiday Village, and Parkside Apartments **("**HOPA") Development Agreement ("DA"). He announced that Amy Rowland and Bob Ritcher were present to represent Mountainlands Community Housing Trust.

Planner Cawley reported that this project is located at 2200 Monitor Drive and 1776 Kearns Boulevard. On June 28, 2023, the Planning Commission approved the HOPA AMPD. As required by the LMC and the Conditions of Approval, the applicant was required to submit a Draft Development Agreement within six months of that approval. He advised that the applicant submitted their draft to the City on November 6, 2023, and this draft was attached to the Staff Report. The LMC gives the Planning Commission the authority to ratify the Development Agreement. He added that the LMC also requires 12 criteria for Development Agreements, and he noted those criteria were listed on pages 2 – 4 of the Staff Report.

Planner Cawley reported that the Development Agreement incorporated the project's approval and would be recorded with Summit County. Staff requested that the Planning Commission consider an additional approval be added to the Development Agreement in relation to the phasing of the project. Condition of Approval 1 required the developer to include a Project Phasing Plan, and that Plan was attached to the Development Agreement. Staff requested that the Planning Commission consider adding a provision to the DA that would require the applicant to return to the Commission for review if all phases of the project were not completed within ten years from the date of the first issued Building Permit. Staff recommended the Commission review the HOPA Development Agreement, hold a public hearing, and consider ratifying the Development Agreement.

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Chair Hall invited clarifying questions from the Commission. There being none, she opened the public hearing. There was no public comment. Chair Hall closed the public hearing.

Commissioner Suesser sought clarification on what was decided with respect to a pullout for a bus stop on Monitor Drive.

Director Ward responded that the Condition of Approval was reviewed as part of the AMPD, and the applicant agreed to install a concrete pad where transit improvements could be installed.

Commissioner Sigg asked if the concrete pad referenced by Director Ward had an undefined use at this time. Director Ward stated it was set aside for transit improvements only. Director Ward noted that the Condition of Approval she referenced was Condition of Approval 37.

Commissioner Suesser assumed that the concrete pad would be located on the eastern side of Monitor Drive. Director Ward confirmed and added that as part of the Phase 1 construction, the Condition of Approval provides that "the applicant shall install a concrete bus stop pad and bench along Monitor Drive to the size and dimensions and in a location approved by the City Engineer, Transportation, and Transit Department."

Commissioner Suesser understood there was a bus stop on the opposite side of Monitor Drive, and therefore they were not successful in getting a pullout along Monitor Drive for either side of the street. She further understood there would continue to be bus stops close to the sites on both sides of Monitor Drive, including one on the HOPA property. Director Ward confirmed.

Commissioner Frontero understood that Staff recommended the Commission amend Condition of Approval 6. Planner Cawley confirmed that Staff recommended an amendment to the Agreement to provide clarity to the phasing, and it would not specifically be to the Condition of Approval; rather it would become part of the Development Agreement. They would be including a timeframe on the length of the full development. Commissioner Frontero noted the timeframe was not currently included in Condition of Approval 6, and sought confirmation that Staff suggested the Commission add that timeframe to Condition of Approval 6. Director Ward noted that would be included in the provision within the Development Agreement, therefore it would not change any of the Conditions of Approval. If the Commission added the requested language, the Development Agreement would provide that if the project were not completed within that timeframe, then the applicant would have to come back to the Planning Commission for review. She confirmed that Staff's recommendation was to amend the Draft Development Agreement with that specific provision regarding the timeframe for project approval. There was consensus support for that suggested revision.

Commissioner Suesser sought clarity regarding the use of the Kearns Boulevard access and wondered if it would only be for drop-off and pick-up. She also wondered if there would be any overflow parking in that area. She also requested confirmation of the garage access from Kearns Boulevard.

Commissioner Suesser asked which Condition of Approval addressed access to the garage from Kearns Boulevard. Commissioner Frontero believed that was Condition of Approval 32. Commissioner Suesser noted there was an annual review of the Parking Management Plan but asked about a review of the parking demands throughout the life of the project.

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Director Ward referenced Condition of Approval 48 which mentioned annual reporting during the construction that would outline the available parking for residents. In Condition of Approval 32, based on how the site functioned in the long-term, there could be additional Planning Commission review regarding parking, specifically the parking along Kearns Boulevard within the Frontage Protection Zone, as well as the Kearns Boulevard access. She mentioned the review would depend on the long-term functioning of the site and was built into Condition of Approval 32.

Commissioner Suesser did not support how Condition of Approval 32 was drafted because she did not know what the trigger would be for the Planning Commission to review. She felt that accessing the garage exclusively from Monitor Drive might be problematic for Monitor Drive. She thought the access off of Kearns Boulevard might be preferable at some point as an additional access point. She would support crafting a Condition of Approval that would be more in line with Condition of Approval 48 regarding an annual review of the Parking Demand Management for the project.

Director Ward stated that the application before the Commission was for ratification of the Development Agreement. The Final Action Letter constituted Final Action and asked Commissioner Suesser if she was suggesting that something be indicated in the Development Agreement that would require an annual review of the parking for the site. Commissioner Suesser answered in the affirmative.

Commissioner Van Dine asked if that review could be administrative. Commissioner Suesser confirmed and added that it could be for the first three- or five-years following the completion of construction. She believed that the project was now going to be constructed with a separate fire access or emergency access to the garage that could be accessible off Kearns Boulevard.

Director Ward stated that the review language requested by Commissioner Suesser was already included in Condition of Approval 54, which provides, “Applicant shall submit an annual parking report to the Planning Department. The Planning Director may recommend further parking mitigations with Planning Commission review.” Commissioner Suesser indicated that that addressed her concerns. She asked Planner Cawley to remind her how access to the parking garage was to be constructed and whether there would be emergency access off of Kearns Boulevard. Planner Cawley could not confirm those details off the top of his head. Director Ward believed that there would be a way to access the garage off Kearns Boulevard, but it was not currently planned to be a regular access point.

Commissioner Shand asked Planner Cawley to pull up Exhibit D, the Project Phasing Plan that he believed showed the ingress and egress to the parking garages. On behalf of the Applicant, Amy Rowland from the Council of Development Finance Agencies (“CDFA”) reported that she served as a Consultant on this project. The page before the Commission as requested by Commissioner Shand depicted the temporary parking during construction. The footprint of the building was the underground parking, and there would be connections between them to connect them as a garage. She recalled that the applicant was comfortable with parking garage access off Kearns to Buildings F and G, but someone from the City did not want that to be a regular access point due to traffic considerations on Kearns Boulevard.

Applicant-representative Rowland did not think there would be any problem having that access but recalled that the applicant was discouraged from doing so. She was certain there could be access from that side, and the applicant could provide it. Commissioner Johnson recalled that there was a discussion where they would use the access off of Monitor Drive, and then the building

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along Kearns Boulevard would be designed to potentially open up that section for an entrance in the future should problems arise. Commissioner Van Dine shared this recollection. Commissioner Johnson was still comfortable with that plan and noted that the Commission did not have a choice at this juncture.

Commissioner Suesser reiterated her request for clarification as to whether that access would be available in the future in the event that they desired access off of Kearns Boulevard. She did not see that in the Conditions of Approval and was unsure from the final plans that this access way would be easily opened. She recalled that the access way would be put in place, but not utilized unless necessary.

Commissioner Sigg asked to see a plat exhibit for the development. Director Ward noted that this is a metes-and-bounds parcel; so, as part of the phasing, there would be plat applications before the Planning Commission as each phase is developed. The applicant was aware they would need to go through the Subdivision process before they could start Phase I. The way the applicant planned to divide the site, there would be several Subdivision applications that would come before the Planning Commission.

Commissioner Sigg stated that when the Commission reviews the plat for that particular section, there could be a plat note or designated area for access from that side. He also recalled a discussion about another exit point for emergency access on that east side and agreed with annual parking inspections. As long as that access was called out on a plat map, it could be reserved for that use should the need arise.

Commissioner Van Dine noted on page 592 of the Packet that the plans call out the access point to Building F. Commissioner Suesser agreed with Commissioner Sigg that the access should either be a plat note or a Condition of Approval.

Director Ward felt that the Final Action Letter reflected the Planning Commission's direction at the time of Final Action. She noted the first subdivision would be accessed off of Monitor Drive and the Kearns Boulevard portion of the project would not begin until a later phase.

Applicant-representative Rowland added that the first three phases were on the Holiday Village side of the project, so they would all have access from there. The last phase would include the area of potential access from Kearns Boulevard. She reiterated that the Traffic Department stated that they did not want that access.

Commissioner Van Dine commented that when the Commission approved this project, they were not looking to that area on the Kearns side to serve as an access point. She was willing to abide by whatever Director Ward recommended to preserve it as an available access point if needed, through administrative review. She felt that could be put in as part of the phasing. Director Ward indicated it could be added to the Development Agreement. Commissioner Sigg expressed support. Commissioner Suesser supported that as well and noted that was where they came out on the issue when it was before the Commission.

Commissioner Frontero was comfortable with the way it was currently written and Condition of Approval 54 that the Planning Director may recommend further parking mitigations with Planning Commission review. He also recalled that there would be access/ingress on the Kearns side but did not want it to be a constant access point for the project as it would introduce more traffic onto

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Kearns Boulevard. He recalled they agreed on the main ingress/egress to be on Monitor Drive, and he still believed that would be the correct way to proceed.

Commissioner Johnson also recalled that the access point off Kearns Boulevard was not even a part of the applicant's property. That turnoff itself was already quite dangerous and tight, and the applicant had no real authority to improve that area. He asked if the Planning Commission would have the discretion to look into this as part of the Commission review as the phasing begins. He agreed with Commissioner Frontero that this document reflected the Commission's discussions, but inquired whether the Commission would have some discretion down the road should it become problematic.

Commissioner Suesser proffered that as currently drafted, it simply stated that the Planning Director may look at further parking mitigation, and she did not feel that was clear enough to include ingress and egress to the project. City Attorney Harrington opined that in combination with the other Condition of Approval if the Planning Director kicked additional mitigation measures up to the Planning Commission, the other Condition of Approval stated that the Planning Commission may revisit the Building F underground access. He suggested adding language regarding the Phasing Plan that prior to Phase 4, the Planning Director shall make a specific recommendation regarding the Kearns access, pursuant to Condition of Approval 32.

Commissioner Suesser noted that would still be in the midst of construction, so the potential problematic congestion on Monitor Drive would not be evident until the project was completely built out. She did not know how the Planning Director might come to a different conclusion at the end of that phase. As people experience the project, she thought that access would be possible and preferable, and she would like it to be available down the road.

Commissioner Sigg concurred with Commissioner Suesser's assessment. He agreed with everyone's recollection. His only concern was that if there were an issue with potential health and safety and traffic congestion in the future, the ability to review that as a location would already be in place. He agreed with others' recollections that the primary access would be at Monitor Drive. He also mentioned the third-party ownership dilemma for the Kearns access, but felt it was the most logical place for access should it be needed. He wanted to ensure that in any future plat this access point could be available with administrative review. Commissioner Suesser stated that was exactly her point.

Chair Hall noted the consensus between Commissioners Sigg and Suesser and invited others to weigh in.

Commissioner Van Dine agreed with Commissioner Frontero and Commissioner Johnson and would be happy to incorporate City Attorney Harrington's proposed amendments.

City Attorney Harrington offered that the Commission cannot substantively modify the Conditions of Approval at this stage; however, the Phasing Plan would provide more leeway because there is a separate affirmative requirement for the DA to have a Phasing Plan. Even clarifying a Condition of Approval was difficult to do at this point because the Commission did not have the authority to materially change the approval. City Attorney Harrington felt the Commission clarified for the record the intent of the two Conditions of Approval, and the Commission could either proceed in line with Commissioner Frontero's interpretation that this issue was covered or try to modify the language he suggested to have an additional requirement in the Phasing Plan. Beyond

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that, he did not recommend trying to add a random Condition of Approval that would effectively modify the existing Conditions of Approval unless the applicant consents.

Applicant-representative Rowland noted that the City Engineer was the one who discouraged the access point along Kearns Boulevard; however, the thought was that there was room to install the ramp into the garage, and that ramp is included in the current drawings. That access point could be closed off; however, the garage was designed in a way that if that access point was needed in the future, it could be utilized.

Commissioner Suesser understood the difficulty of amending the prior approval, so she was satisfied with adding the language regarding the Phasing Plan as suggested by City Attorney Harrington. Commissioner Sigg agreed and stated he wanted it noted that it was a viable solution should there be an issue and should the administrative review deem it necessary. He did not advocate this as an absolute condition.

Commissioner Johnson sought clarification on the wording of the motion. City Attorney Harrington suggested that the motion to ratify include additional clarity for the timeline of the Phasing Plan and having the Planning Director address the access ramping for Building F prior to approval of Phase 4 of the Phasing Plan. He added that the ramping decision would be made prior to construction of that building. He reported there would still be the ongoing annual evaluation after that where they could open or close the garage at that point, but the design element would be addressed prior to construction of that building.

MOTION: Commissioner Johnson moved to RATIFY the 2200 Monitor Drive, Holiday Village and Parkside Apartments ("HOPA") Affordable Master Planned Development – Development Agreement, attached to the Staff Report, as amended per the discussions with Staff and Senior City Attorney Harrington regarding the Phasing Plan timeline and Kearns access. Commissioner Van Dine seconded the motion.

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

C. 4807 Legacy Court – Conditional Use Permit – The Applicant Proposes to Construct a 773 Square Foot Guest House in the Residential Development Zoning District and Sensitive Lands Overlay. PL-2305913.

City Planner, Lillian Zollinger reported that 4807 Legacy Court is located in the Residential Development ("RD") Zoning District and the Sensitive Land Overlay ("SLO"). This site currently holds a Building Permit for a Single-Family Dwelling. The applicant proposed to construct a 773 square foot Guest House, which is a Conditional Use in the RD zone. Per the Staff Report, the Guest House use was found to be compliant with the RD zone regarding minimum and maximum density requirements, Setbacks, and Height. It also complied with the parking requirements wherein the Single-Family Dwelling would have three parking spaces in the garage and only two parking spaces were required. One parking space was required for the Guest House, so the three parking spaces would be sufficient for both uses.

Additionally, Planner Zollinger advised that the Lot was greater than one acre; therefore, the Guest House met the requirements of the Code. The proposed square footage for the Guest House was less than the Maximum Floor Area requirements. She noted there would be a Condition of Approval regarding a deed restriction. Planner Zollinger stated the Guest House use also complied with the CUP and SLO requirements. This site was previously reviewed for SLO

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compliance, and the Guest House would be within the Limits of Disturbance. She added that this use would not change circulation or trigger a Traffic Impact Study, and the Guest House would be compatible with the design of the Single-Family Dwelling. The Development Review Committee and Forestry Board reviewed and approved this location.

Planner Zollinger highlighted some of the Conditions of Approval unique to Guest Houses. She noted that Condition of Approval 1 was taken from the LMC and required that, "Prior to Certificate of Occupancy issuance, the Applicant shall record a deed restriction "Notice to Purchaser" stating that the Guest House may not be sold or leased separately from the main house with the Summit County Recorder's Office."

Condition of Approval 2 provided that because this Lot was greater than one acre, the applicant would be required to obtain an MS4 stormwater permit.

Condition of Approval 3 addressed outdoor lighting and requires compliance with the Dark Sky Code. She noted Condition of Approval 6 that the use of the Guest House shall comply with the Municipal Code regarding noise. Condition of Approval 7 provided that "Payment for Use of the Guest House is prohibited. Long-Term Rentals and Nightly Rental of the Guest House are prohibited."

Finally, Condition of Approval 8 would require, "The Applicant shall apply for a separate building permit for the construction of the Guest House."

Chair Hall invited clarifying questions from the Commission. There being none, she opened the public hearing. There were no public comments. The public hearing was closed.

Commissioner Suesser asked about access to the Guest House during construction and post-construction.

Planner Zollinger presented the Site Plan to the Commission and explained that the Guest House was tucked behind the Single-Family Dwelling, so users of the Guest House would park in the garage and walk to the back or through the house to access the Guest House.

On behalf of the applicant, Tyler Call, Annex Architecture explained that the Building Permit for the main house that was issued and approved included a Limits of Disturbance ("LOD") line and fence that was surveyed and reviewed by the City. The same Limits of Disturbance fence would remain, and the applicant has a very qualified builder who is confident in executing the construction within that same LOD. He noted that the garage would be a three-car garage with some additional exterior parking in the auto-court. When the Guest House is completed, access will be along the stairs on the north side of the main house.

Planner Zollinger added that the Single-Family Dwelling was not yet completed, so the timeline would be about the same as if they were finishing. Applicant-representative Call noted they were just pouring foundations now.

Commissioner Suesser asked if an additional retaining wall was necessary for the construction of the Guest House. Applicant-representative Call explained that the back wall of the Guest House would essentially act as its own retaining wall; therefore, the foundation wall would come up higher than one might normally see. He noted the Guest House would be buried into the side of the hill, which would make it more invisible from Royal Street above. He added that the ridge of the Guest

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House would sit approximately 35 feet below Royal Street. Referencing the image presented to the Commission, he explained how they were trying to integrate the structure into the natural grade of the hillside and would reclaim any disturbance around the Guest House with natural vegetation.

MOTION: Commissioner Frontero moved to APPROVE 4807 Legacy Court – Conditional Use Permit, pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter as follows:

Findings of Fact

1. 4807 Legacy Way is a 3.04-acre Lot (132,339 square feet) located in the Residential Development (RD) Zoning District.

2. The site is Lot 2 of the Huntsman Estates First Amended Subdivision.

3. On October 4, 2023, the City issued Building Permit No. 23-1253 for a Single-Family Dwelling (SFD) at 4807 Legacy Way.

4. The Applicant proposes to construct a 773-square-foot Guest House.

5. A Guest House is a Conditional Use in the RD Zoning District and requires a Conditional Use Permit (CUP) approval by the Planning Commission.

6. Guest Houses are only permitted on Lots of one (1) acre or greater; the Lot is 3.04 acres.

7. The Front Setback for the Lot is 20'; the Guest House will be at least 93' from the Front Lot Line.

8. The Rear Setback for the Lot is 15'; the Guest House will be at least 350' from the Rear Lot Line.

9. The Side Setbacks for the Lot are 12'; the Guest House will be at least 64' from the Front Lot Line.

10. The maximum Building Height for the RD Zoning District is 28'; the Guest House will be 17' in height.

11. The SFD has a three-car garage. Two parking spaces are required pursuant to LMC § 15-3-6(A) for an SFD. One parking space is required for a Guest House and one parking space will be provided in the third space in the SFD garage.

12. Guest Houses may be no larger than one-third the size of the main dwelling. The SFD is 10,263 square feet and the proposed Guest House is 773 square feet and compliant.

13. The Guest House will connect to the main house via a stone pathway and is restricted to non-rent paying guests of the property owners.

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14. The Guest House contains one bedroom, a living room, a bathroom, and a kitchenette.

15. The proposal complies with all Plat Notes and Conditions of Approval of Ordinance No. 2023-35, approving the Huntsman Estates First Amended Plat.

16. The Guest House is located east of the SFD and is within the Limits of Disturbance (LOD) for the Lot.

17. No easements on the Lot are impacted by the Guest House.

18. The Homeowner Association approved the proposed Guest House on August 18, 2023.

19. The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E):

CUP Review Criteria	Analysis of Proposal
Size and location of the Site - Guest Houses are only permitted on Lots of one (1) acre or greater	**Complies**: The Lot is 3.04 acres.
Traffic Considerations	**No Required Mitigation**: The one-bedroom Guest House is not expected to generate a significant number of vehicle trips, and does not trigger a Traffic Impact Study. The Subdivision is served by an on-call van shuttle service during peak vacation/holiday weeks.
Utility Capacity	**See Condition of Approval 2**: No change to utility capacity is anticipated. The Lot exceeds one (1) acre and is required to obtain an MS4 storm water permit prior to any construction activity.
Emergency vehicle access	**No Required Mitigation**: On December 4, 2023, the Park City Fire District confirmed the location of the Guest House does not change or impede emergency vehicle access.
Off-street parking	**No Required Mitigation**: The SFD has three garage parking spaces and complies with parking requirements.
Vehicular and pedestrian circulation	**No Required Mitigation**: No change to circulation is proposed.
Fencing, screening, and landscaping	**No Required Mitigation:** The Forestry Board reviewed the Applicant's Arborist Assessment

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	on January 4, 2024, and approved the location of the Guest House and vegetation removal.
Orientation to buildings on adjoining Lots	**No Required Mitigation:** The Guest House is located between Royal Street and the SFD and will be minimally visible to adjoining Lots or the public Right-of-Way.
Open Space	**No Required Mitigation:** The Guest House is located within the LOD for Lot 2 and no changes to Open Space are proposed.
Signs and lighting	**See Condition of Approval 3:** Signs are prohibited. The outdoor lighting shall comply with to the Dark Sky Code in LMC§ 15-5-5(J).
Compatibility with surrounding Structures	**No Required Mitigation:** The Guest House is designed with the same exterior materials as the main residence, which include wood siding, metal accents, shingles, and stone.
Noise and mechanical factors	**See Condition of Approval 5:** The Guest House Use shall comply with the Municipal Code of Chapter 6-3, Noise.
Control of delivery and service vehicles	**See Condition of Approval 4:** Trash and recycling receptacles shall be stored on-site and placed for trash pickup according to the requirements of Municipal Code of Park City § 6-1-11.
Ownership	**See Conditions of Approval 1 and 7:** Prior to Certificate of Occupancy issuance, a deed restriction "Notice to Purchaser" stating that the Guest House may not be sold or leased separate from the main house, shall be recorded at the County Recorder's Office. Long-Term Rental and Nightly Rental of the Guest House is prohibited.
Sensitive Land	**No Required Mitigation:** The property is within the Sensitive Land Overlay. LODs were evaluated by the Planning Commission as part of the Huntsman Estates Subdivision plat review. The Guest House is located within the LOD. An arborist assessment was submitted with the building permit for the SFD and was reviewed by the Forestry Board on January 4, 2024. The Forestry Board approved the proposed plans.
Consistency with the General Plan	**Complies:** The Upper Deer Valley Neighborhood (pg. 14-24) Section of the General Plan notes that much of the area

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	consists of second homes and resort-oriented development surrounded by open space. The Guest House is consistent with the surrounding neighborhood and the Guest House cannot be rented or sold separately.

Conclusions of Law

1. The Application, as conditioned, complies with LMC § 15-1-10(E), Conditional Use Permit Criteria, LMC Chapter 15-2.13, Residential Development, LMC § 15- 3-6(A), Parking Requirements, and LMC Chapter 15-4-6, Guest Houses.

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. Prior to the Certificate of Occupancy issuance, the Applicant shall record a deed restriction “Notice to Purchaser” stating that the Guest House may not be sold or leased separately from the main house with the Summit County Recorder’s Office.

2. The Lot exceeds one (1) acre and is required to obtain an MS4 storm water permit prior to any construction activity.

3. All outdoor lighting must be down-directed, fully shielded, with bulbs 3000 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.

4. Trash and recycling receptacles shall be stored on-site and placed for trash and recycling pickup according to the Municipal Code of Park City § 6-1-11.

5. Fire sprinklers are required on the inside and outside of the Guest House and main residence.

6. Use of the Guest House shall comply with the Municipal Code of Park City § 6-1-11, Noise.

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7. Payment for the Use of the Guest House is prohibited. Long-Term Rentals and Nightly Rentals of the Guest House are prohibited.

8. The Applicant shall apply for a separate building permit for the construction of the Guest House.

Commissioner Shand seconded the motion.

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

D. Parcels PC-491, PC-492-1, PC-491-UPL (Rossie Hill Drive – Plat Amendment – The Applicant Proposes Creating One Lot from One Parcel and Two Substandard Lots. PL-23-05973.

Planner Zollinger reported that the applicant proposed to create one Lot from one parcel and two substandard Lots. She presented an image to the Commission that depicted an aerial of the two substandard Lots and the parcel. She noted that this Lot fell within the Historic Residential - 1 ("HR-1") and Historic Residential – Low ("HRL") Zoning Districts and showed an image of the intersection of Ontario Avenue and Rossie Hill Drive where this Lot fronts both.

The Engineering Department required 1,499 square feet of the Lot to be dedicated as Rossie Hill Right-of-Way. She presented a graphic and explained that the existing Right-of-Way was highlighted in green, with the proposed dedication highlighted in yellow depicting the area requested to be dedicated for future improvements. With that section of the Lot being dedicated for the Right-of-Way, Planner Zollinger advised that this Lot would be a total of 3,508 square feet, with the buildable portion of the Lot completely within the HR-1 Zoning District. She reported that this 3,508-square-foot Lot complied with the minimum/maximum Lot size in the HR-1 Zoning District.

Because this would be an unusual Lot that would front both Rossie Hill Drive and Ontario Avenue, the Planning Director determined there were unique Setbacks wherein both Front Setbacks were 10 feet, the Rear Setback was 10 feet, and the Side Setback was 5 feet.

Planner Zollinger advised that the maximum Building Footprint for this Lot would be 1,443 square feet, and the maximum height would be 27 feet from the existing grade. There would also be additional Historic District regulations governing interior building height and stepbacks. She stated there was Good Cause for this proposal because it would create a 3,500 square foot Lot from one parcel and two substandard Lots, it was compliant with minimum/maximum Lot size, would allow for the construction of a new Single-Family Dwelling under the current LMC, and would dedicate the Rossie Hill Right-of-Way to the City for future road improvements.

Good Cause was further found because the proposal would record an easement for access from the road to 390 Ontario Avenue. She pointed out that the rear Lot shown on the graphic was 390 Ontario Avenue, and once these parcels become a Lot, it would cut off access to that property; therefore, the applicant would be required to record an easement through their property to 390 Ontario Avenue to allow for access from Rossie Hill Drive.

Planner Zollinger highlighted the following Conditions of Approval requested by the Engineering Department:

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- Condition of Approval 3: Pursuant to Land Management Code Section 15-7.3-4(I), areas shown in green and yellow below shall be dedicated on the final plat to Park City Municipal Corporation as Rossie Hill Drive Right-of-Way.
- Condition of Approval 4: A Plat note shall require the Applicant to provide an access easement for Parcel No. PC-493 from Rossie Hill Drive.
- Condition of Approval 5: Driveways must have a minimum spacing from the intersection of 25' per Park City Municipal Code Section 15-3-3(H).
- Condition of Approval 6: The driveway as constructed shall be graded to tie into the future widened Rossie Hill Drive.
- Condition of Approval 7: The Applicant shall submit an updated Plat reflecting the above conditions and creating a 3,508-square-foot lot.
- Condition of Approval 8: The Applicant shall complete a Historic District Review in order to construct a Single-Family Dwelling prior to submitting a building permit.

Chair Hall invited any clarifying questions from the Commission.

Commissioner Shand asked if there was a current structure on 390 Ontario Avenue. Planner Zollinger reported that there is a current structure, and presented a graphic to describe how that landowner accessed their garage or off-street parking. She noted that this applicant also owned 390 Ontario Avenue, so they use their own Lot to access 390 Ontario currently. Staff wanted to ensure the easement was in place in the event that the applicant sold 390 Ontario Avenue to allow access from Rossie Hill Drive. Director Ward noted that was included in Condition of Approval 4 that the Plat Note shall require the applicant to provide an access easement for that Lot.

Commissioner Johnson asked about snow storage. He noted the 10-foot Setback on Rossie Hill and Ontario Avenue and observed that many of the plat amendments in Old Town included a 10-foot snow storage easement. He understood the steepness of Ontario Avenue likely restricted that, but asked why it was not included in this application.

City Engineer, John Robertson explained that the topography would make it difficult to push the snow anywhere other than up against the slopes that are adjacent to Rossie Hill and the steeper slopes Ontario Avenue. He added they would have to build a retaining wall in order to widen the road. He stated that in this case, they did not feel it was warranted or required.

Commissioner Johnson understood but asked what they would do with snow storage, as it was probably consistent all the way down Ontario Avenue on that side of the hill.

Engineer Robertson stated that Public Works pushed the snow to the side where they can and when there is an opportunity they then move what they can and clear it as needed. He would need to check with Public Works regarding exactly how they move the snow in that area but stressed that they were very good at finding ways to move and store the snow.

Commissioner Suesser asked if this corner Lot was currently used for snow storage. City Engineer Robertson did not know, although he stated that given the existing topography, it would be difficult to move the snow up and over that area. The current configuration of the driveway was such that they entered into the far end, and he was sure they would not block that access to their property.

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Commissioner Sigg asked about the future plan for perfecting the intersection. He appreciated the dedication of the small triangle as part of this application that might change the way that Rossie Hill Drive would intersect with Ontario Avenue. He added that in its current condition, he expressed concern about the sight line for someone driving up Rossie Hill Drive towards Ontario Avenue, given the 10-foot Setbacks.

City Engineer Robertson asked Commissioner Sigg if his concern was that the building would potentially block sight lines. Commissioner Sigg explained that his concern was the way the road's interchange. He noted the right-hand turn onto Ontario Avenue was at a pretty obtuse angle. Commissioner Sigg liked the dedication of the small triangle to the City for future improvements but felt for the health and safety of traffic on that road, he wanted to understand the City's intentions to improve that intersection.

City Engineer Robertson had been dealing with that intersection for a while and did not think they would ever be able to perfect that intersection. However, they have plans to widen the intersection as much as possible to provide a little more width for turns. Because of the existing topography, widening the intersection would help the sight lines a little; however, he still saw that as a potential challenge. He stated they had looked at this intersection a lot over the years, but noted they had not seen a lot of significant accidents because people make that turn very slowly. He reiterated that the City's intent was to widen that intersection to the north to provide a little more space for people to turn without running into each other. He felt widening would definitely improve the intersection.

Engineer Robertson would not commit that widening the intersection would make it standard, given the topography and the challenges in that area; however, widening would be an improvement to allow cars to navigate by and around each other.

Commissioner Sigg wanted to verify that a driveway would have to be 25 feet off the interchange that would come into this newly platted Lot. He assumed there would be house plans submitted as part of this re-plat, as the driveway as it exists today would further exacerbate the condition of that interchange.

City Engineer Robertson noted they requested a Condition of Approval that the driveway would have to be located 25 feet past the intersection and provide access to the home behind, assuming they build a house on this Lot.

Commissioner Frontero referenced Condition of Approval 5 and asked where the measurement for the 25 feet would start. City Engineer Robertson explained they would measure the 25 feet back from the connection point of the two curbs.

Commissioner Frontero asked if they needed to further clarify Condition of Approval 5, and wondered if the City would have the intersection improved prior to the start of construction.

City Engineer Robertson stated the City would need to get the Right-of-Way in order to do the project, and the City could not move forward with the project until it has the Right-of-Way. He stated he already had a design for this intersection, which is why they knew how much Right-of-Way they would need. They would need to find funding through the capital projects process to get the project on the list and move forward.

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Planner Zollinger also clarified that the 25-foot condition would carry through the Steep Slope and Historic District Design Review where they might not be able to measure it; however, when construction started, they would have to specifically measure it. She stressed it would be a Condition that would follow through the process and be checked.

City Engineer Robertson noted it could be a couple of years before they could get the funding and get the work done.

Director Ward indicated that the applicant joined online.

Applicant Rick Sernyak introduced himself and his wife, Corinne. He stated that City Engineer Robertson accurately described the situation. Applicant Sernyak advised that this Lot was not currently used for snow storage on the Rossie Hillside. He stated they intended to build a house on this new Lot. They were generally in agreement with the approach and recommendations of Staff. He noted that because funding for intersection improvements was not approved, and wondered if before dedicating the corner portion to the City it would be fair to state that Applicant was not granting the dedication today but would do so when the City obtained approval for the funds.

Applicant Sernyak explained that they would like that work to be done, but they would like to make sure it gets done and they would not be dedicating land and then the work would not get done for another 30 years.

Commissioner Johnson did not know they could do that but appreciated the Applicant's urgency. He suggested moving forward as proposed and urged the City Engineer to obtain the funding so that the intersection could finally be improved. He stated that by doing this Plat Amendment, they were actually giving the applicant the ability to move forward and giving the City Engineer the tools to obtain the funding to actually complete the work on this intersection.

Applicant Sernyak stressed that they do not object to improving the intersection; rather, they just wanted to ensure that if they were given keys to their land, the work would get done.

Commissioner Frontero appreciated the Applicant's request but was not comfortable moving forward with the request. Commissioner Suesser agreed with Commissioner Frontero.

Chair Hall opened the public hearing.

David Live reported that he lives at 540 Rossie Hill Drive and walks by the intersection every day. He stated that City Engineer Robertson had taken a great interest in the intersection, and he was disappointed that it was not addressed a couple of years ago during Rossie Hill reconstruction. To the point of obtaining the funding, Speaker Live stated that many people in the neighborhood were quite eager to have these improvements completed and should probably be urged to write to the City Council. He referenced his email to the Planning Commission and mentioned that there was an accident approximately a year and a half ago when a small dump truck made a right turn onto Ontario Avenue and went up the incline and tipped over. This was compounded by the multi-year construction at 341 that is just opposite that intersection.

Speaker Live also noted that when people make the turn going up Ontario Avenue to Rossie Hill Drive, many people lose traction and get stuck. He stated there was a strong case for improving

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that intersection, and the willingness of the owners to dedicate that land was helpful. Speaker Live strongly supported that aspect of this application and felt this would benefit the community.

In terms of snow storage, he was unsure how it was currently done, but the City seemed to keep Ontario Avenue quite clear of snow. Some of the snow on the south side of Rossie Hill Drive gets pushed or blown, and in big storms, Rossie Hill Drive becomes somewhat narrowed.

There was no further public comment. Chair Hall closed the public hearing.

Commissioner Frontero asked if the applicant had ideas of where the driveway would be located, and whether it would be a shared driveway to access both homes.

Applicant Sernyak stated they were working with Jonathan DeGray, AIA, and have a plan for a shared driveway for 390 Ontario Avenue and 340 Rossie Hill Drive, with a garage for 340, and a parking spot outside. He added it would also comply with the 25-foot distance from the corner.

Commissioner Frontero found the applicant's willingness to dedicate the triangle and the Right-of-Way to be favorable.

Commissioner Sigg believed the dedication of the small triangular portion should be at the time of the decision and not delayed to a future event tied to the improvements to the road. He wanted that land to be available today for use when the funds become available.

Commissioner Suesser noted that given the applicant owned the adjoining Lot to the north, she asked if there was the potential for the Lots to be subdivided and one home to be built on the combined Lots. Planner Zollinger explained that would require a plat amendment but noted it would exceed the maximum Lot size for this zone so it would not be allowed.

Commissioner Suesser understood the current home used a dirt driveway and parked off the street. She wondered what would happen to this parking during construction. She wondered if they would be putting a car back on the street during construction.

Director Ward stated that Condition of Approval 4 provides that the access easement would be platted as a plat note, and the Subdivision Plat would be required to be recorded prior to the submittal of any Building Permit. Therefore, that access would remain and would be preserved during construction. Applicant Sernyak confirmed that was correct and stated that was their plan.

Commissioner Suesser advised that she visited the site and was concerned about the steepness of the Lot and the location of the Footprint given the steepness of the slopes on either side of the Lot. She felt that significant excavation would be necessary and was concerned about visibility around the corner. She had serious reservations about approving this application.

Planner Zollinger advised that this application was strictly for a Plat Amendment, and the applicant would require a Steep Slope CUP prior to approving the building plans.

Commissioner Sigg asked if the Commission had been provided with a slope analysis.

Planner Zollinger stated that Staff has received one, but reiterated that for this Plat Amendment, they were just looking at the combination of the two substandard Lots and the parcel. A topographic map would be presented as part of the Steep Slope CUP.

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In response to Commissioner Sigg's inquiry about the location of utilities, Planner Zollinger stated she did not have the information before her but stated that information would be presented as part of the Steep Slope CUP. That information would be provided to the Development Review Committee and reviewed by the various departments. She did not believe there were overhead power lines in this area.

City Engineer Robertson clarified that there were some power lines on Ontario Avenue, but they were not adjacent to this property.

Commissioner Suesser commented that this Subdivision was platted, and these Lots were platted as they currently exist, and now the Commission was being asked to combine Lots to create a new Lot of record for development. She noted they were told not to think about Steep Slopes or other conditions because those would be addressed during the next phase. She noted that the CUP phase was a lot harder to deny, so she felt that the plat amendment was the stage where they should consider the site as a whole. She felt they should look at the slope, the design and the location, and proximity to utilities at this stage instead of chopping it into tiny pieces and backing themselves into a corner in terms of the Commission's discretion. She stressed that the site is a narrow, thin, steep sloped, triangular property that maybe should not be developed. She did not state she was completely opposed to it, but she felt that not considering the other elements of the site was not appropriate here.

Applicant Sernyak proffered that they were constantly reading about having more housing in town, particularly housing that was not some of the gigantic homes they had seen in town.

Planner Zollinger clarified that this proposal sought to combine two substandard Lots and one parcel, so at this point, the applicant could not develop any of this property without a Plat Amendment.

Secondly, she stated that it was up to the Planning Commission to find Good Cause, and if the Commission did not find Good Cause for this application, they could make those findings.

Commissioner Sigg stated that this gets back to the cart leading the horse where they are not provided any definitive plan moving forward in terms of the house and Steep Slope criteria. He agreed with Commissioner Suesser that by incrementally approving these applications, the Commission backs itself into a corner. He acknowledged they could find Good Cause by virtue of the improvement of the intersection, but like almost every other application they were being asked to look at things prior to the end result and saying "yes" before they actually see the house or Steep Slope criteria. He felt this was the kind of data that would be helpful moving forward.

Commissioner Sigg stressed that it was difficult to make this kind of assessment without seeing the future plan. Commissioner Suesser stated they should at least see a footprint, for instance.

Planner Zollinger stated that the criteria for a Plat Amendment were listed in the Code, and one of those criteria is Good Cause. If the Planning Commission was interested in increasing the requirements for a Plat Amendment, that would require a Code amendment.

Commissioner Johnson agreed with the concerns regarding the Steep Slope and noted this was a very interesting property. He agreed that the Commission did not have the purview at this stage and would expect the applicant to provide a very complete Steep Slope CUP application when

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the time comes. He noted that this application already had an existing off-street access point and would provide the City land that would be used for public Right-of-Way and help improve the area. He felt that gaining that Right-of-Way and improving the intersection was Good Cause for this Plat Amendment.

Commissioner Shand agreed with Commissioner Johnson and also understood the concerns expressed by Commissioner Suesser and Commissioner Sigg. He found Good Cause, and that if and when this parcel is developed, the Commission would give it their full attention and analysis. He was unsure how the small dedication would improve the intersection, but if the City was willing to take that on, it was a good step in the right direction.

Commissioner Van Dine agreed with Commissioners Shand and Johnson.

Commissioner Sigg agreed there was Good Cause by virtue of the Right-of-Way and the addition of the dedication to the improved intersection. His comments were related to how they review these applications. Commissioner Suesser agreed.

Commissioner Frontero agreed there was Good Cause for this Plat Amendment based on the dedication of Right-of-Way.

MOTION: Commissioner Johnson moved to APPROVE Parcels PC-491, PC-492-1, PC-491-UPL (340 Rossie Hill Drive) – Plat Amendment, pursuant to the Findings of Fact, Conclusions of Law and Conditions of Approval set forth in the Draft Final Action Letter as follows:

Findings of Fact

1. The property consists of Parcels PC-491, PC-492-1, and PC-491-492-UPL.

2. The Plat Amendment creates one Lot from one Parcel and two substandard Lots.

3. The Lot is within the Historic Residential - 1 and the Historic Residential - Low Zoning District.

4. The proposed Lot contains 5,007 square feet (sf). However, 1,499 sf is proposed to be dedicated as Rossie Hill Drive Right-of-Way (ROW) and will be excluded from the Lot, leaving 3,508 sf as the final, approved Lot, as conditioned below.

5. The portion to be dedicated as Rossie Hill Drive is within the Historic Residential Low–Density Zoning District.

6. The Lot is within the Historic Residential – 1 Zoning District.

7. The Lot fronts Rossie Hill Drive and Ontario Avenue and is an Unusual Lot.

8. The proposed Unusual Lot has a 75’ northern Lot Line, 9.47’ eastern Lot Line, 114.27’ southern Lot Line curve, and 95.68’ western Lot line.

9. Land Management Code Section 15-4-17 establishes Planning Director Authority for Setback determinations on Unusual Lots.

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10. On March 7, 2022, the Planning Director determined, as measured from the proposed Property Line as conditioned, the Lot has a 10' Front Setback from Rossie Hill Drive, a 10' Front Setback from Ontario Avenue, a 10' east Rear Setback, and a 5' north Side Setback.

11. The Applicant proposes to construct a new Single-Family Dwelling on the Lot.

12. Land Management Code Section 15-2.2-3(A) establishes a Minimum Lot of 1,875 square feet and a Maximum Lot of 3,750 sf for Single-Family Dwellings in the Historic Residential – 1 Zoning District.

13. The proposed Lot is 3,508 sf and compliant with the Minimum and Maximum Lot sizes of the Historic Residential – 1 Zoning District.

14. If the Rossie Hill ROW dedication was not required, the proposed Lot would be 5,007 sf and exceed the allowed Maximum Lot Size of 3,750 sf for an SFD.

15. Land Management Code Section 15-2.2-3(B) establishes a minimum lot width of 25 feet.

16. The Proposed Lot is approximately 75' in width the west Lot Line.

17. Land Management Code Section 15-2.2-3(E) establishes a calculation (MAXIMUM FP = (A/2) x 0.9A/1875) for determining the maximum building footprint for Lots in the Historic Residential – 1 Zoning District.

18. The maximum building footprint for the Lot is 1,443 sf.

19. Land Management Code Section 15-2.2-5(B) establishes a maximum building height for a Single-Family Dwelling in the Historic Residential – 1 Zoning District at 27' from existing grade, with a required 10' stepback at 23' in height in the downhill façade. The maximum interior height is 35'.

20. Land Management Code Section 15-2.2-5(B) establishes a primary roof pitch for the Historic Residential – 1 Zoning District between 7:12 and 12:12.

21. The Development Review Committee reviewed the proposed Lot on December 5, 2023, and required Conditions of Approval 5-8.

22. Staff published notice on the City's website, the Utah Public Notice website, and posted notice to the property on March 13, 2024. Staff mailed a courtesy notice to property owners within 300 feet on March 13, 2024. The Park Record published a courtesy notice on March 13, 2024.

Conclusions of Law

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1. There is Good Cause for this Plat Amendment because it creates one Lot from one Parcel and two substandard Lots and dedicates built Rossie Hill Drive as right-of-way with additional square footage to accommodate future improvements.

2. The Plat Amendment is consistent with the Land Management Code, including LMC Chapter 15-2.2 Historic Residential – 1 District and § 15-7.1-3(B) Classification Of Subdivision – Plat Amendment.

3. The Plat Amendment is consistent with the Land Management Code.

4. Neither the public nor any person will be materially injured by the proposed Plat Amendment.

5. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer shall review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.

2. The applicant shall record the plat at the County within one year from the date of Planning Commission 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 Planning Director.

3. Pursuant to Land Management Code Section 15-7.3-4(I), areas shown in green and yellow below shall be dedicated on the final plat to Park City Municipal Corporation as Rossie Hill Drive Right-of-Way.

4. A Plat note shall require the Applicant to provide an access easement for Parcel No. PC-493 from Rossie Hill Drive.

5. Driveways must have a minimum spacing from the intersection of 25' per Park City Municipal Code Section 15-3-3(H).

6. The driveway as constructed shall be graded to tie into the future widened Rossie Hill Drive.

7. The Applicant shall submit an updated Plat reflecting the above conditions and creating a 3,508 sf Lot.

8. The Applicant shall complete a Historic District Review in order to construct a Single-Family Dwelling and prior to submitting a building permit.

Commissioner Frontero seconded the motion.

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VOTE: Commissioner Van Dine – Yes; Commissioner Shand – Yes; Commissioner Frontero – Yes; Commissioner Johnson – Yes; Commissioner Suesser – No; Commissioner Sigg – Yes. The motion passed 5-to-1.

Following a brief recess, Chair Hall called the meeting back to order and confirmed the presence of all Commissioners.

E. Land Management Code Amendments – The Planning Commission will Review Amendments to Create a Maximum Lot Size in the Residential-1, Residential-Medium-Density, and Recreation Commercial Zoning District. PL-23-05821

Planner Cawley reported that the amendments had come before the Commission previously, and he would provide a quick overview prior to taking any questions. He reported that in August 2023, the Planning Commission directed Planning Staff to issue a Pending Ordinance that would establish a maximum Lot size for residential uses in Old Town transition zones. He presented a graphic that showed the transition zones in red. These zones include Residential – 1 ("R-1"), Recreation Commercial ("RC"), and Residential –Medium Density ("RM"). In October 2023, the City adopted Ordinance No. 2023-50 which established a maximum Lot size in the Historic Residential Zoning Districts for compatible infill.

Planner Cawley explained that the General Plan set goals for development that would allow for preservation of character, compatibility, and scale with Historic District context-sensitive development. Within each of these zones, the purposes are different depending on the location.

For example, within the R-1 Zoning District, the intent is for a continuation of land use in scale and style. That zone was also to be used as a transition between the Historic District and Deer Valley. The purpose of the RM Zoning District is to encourage new types of development and transition in scale between the Historic District and the resort. The goal of the RC Zoning District is development that reflects the traditional patterns, character, design, and historic character of the City.

Planner Cawley presented a table that outlined the parcel square footage averaged in both square footage and acreage for each of these Zoning Districts. He noted a line under Recreation Commercial and explained that because there were some larger parcels at the Base Resort specifically, removing those reduced the average parcel size quite a bit. Therefore, this information provided some context to what exists for residential development within the RC District. He explained that within the R-1 and RM Zoning Districts, there was only one developable Lot under the current LMC. This site could be developed up to a duplex based on its size. He included some streetscape photographs to show that within the R-1 and RM Zoning Districts, the scale was quite different than what they would see in Old Town in that there are multi-unit dwellings next to Historic Structures. The development pattern and style is much different in these Zoning Districts.

Planner Cawley noted that additionally, the R-1 and RM Zoning Districts were built out. They include a variety of residential developments and a lot of condominiums. Planning Staff recommended not establishing a maximum Lot size in these Districts but instead take an approach that would examine these neighborhoods alongside the General Plan update to ensure compatible Lots for these areas.

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Within the RC Zoning District, Planner Cawley reported that there were five vacant Lots remaining. One of those Lots had plat restrictions that would have to be followed at the time of development. The City owned the remaining Lots.

Commissioner Suesser asked Planner Cawley to provide a landmark so she could know where these Lots were located. Planner Cawley pointed out the Base and King's Crown on the graphic. With respect to the one Lot in the RM zone, he pointed out Deer Valley Drive and Rossie Hill Drive to orient the Commission to the location of that Lot. With respect to the one Lot in the RM zone, Commissioner Shand offered that it was located between Deer Valley Loop and Deer Valley Drive.

Planner Cawley stated the Pending Ordinance included a maximum Lot size per housing type. Staff recommended striking the maximum Lot size in the R-1 and RM Zoning Districts and consider a maximum Lot size for the RC Zoning District only. That would limit it to Single-Family and Duplex through a combination of two or four Old Town Lots, consistent with the Planning Commission's recommendation to City Council when this was done in the Historic Districts. If the Commission found value in establishing a maximum Lot size, Staff recommended limiting that to the RC Zoning District. He explained that would allow for the preservation of smaller Lots, which would allow for compatible infill, balance, transition, and development patterns.

It would also align with the General Plan goals and strategies and would support the purpose of the RC Zoning District, specifically, by fostering traditional styles, preserving character, and safeguarding the Historic and mountain town identity.

Chair Hall invited any clarifying questions from the Commission. As there were none, Chair Hall opened the public hearing. There were no public comments. Chair Hall closed the public hearing.

Commissioner Frontero asked to see the table presented earlier. He stated they have established HR-1 maximum Lot sizes, and tonight were discussing transition zones. He understood that of the three transition zones, Staff recommended establishing maximum Lot sizes in the RC zone only. He agreed with the recommendation regarding the RC zone. He asked why they would not establish maximum Lot sizes with respect to the R-1 and RM zones.

Planner Cawley referenced the Staff Report and explained that there were so few developable Lots left over in the R-1 and RM zones and given the absence of applications to demolish an existing structure, establishing a maximum Lot size in these zones would not solve a problem. On the other hand, the way the style and pattern of development progressed in the RC zone was very similar to what they see in Old Town. He mentioned that until 2021, the RC District was held to the same standards as all Historic Districts.

Commissioner Frontero understood that part of the recommendation was based on the fact that there were not many open Lots, and restricting the sizes might not be meaningful. He noted that someone could buy up three to four Lots and build a very large home that might be out of character. In that case, the Code would not have the provisions to rein that in.

Planner Cawley added that another reason for limiting it to the RC Zone was that this area has a lot of multi-unit development already.

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Director Ward asked Planner Cawley to clarify whether there were similar regulations for Single-Family homes aligned with the Historic Districts in terms of a maximum Building Footprint based on Lot size as distinguished from R-1 and RM. Planner Cawley confirmed.

Commissioner Suesser asked about the remaining Lots in the R-1 zone. Planner Cawley advised there was one remaining Lot in R-1 that was vacant, and because it would not meet Code requirements for development they removed it from the analysis.

Planner Cawley referenced his graphic and explained that the Lot below the Lot outlined in red was established as Open Space pursuant to agreements within that development. The larger triangular Lot shown on the graphic was located in the Historic Residential – Low Density ("HRL") zone and outside of this analysis. Commissioner Suesser asked to see the slide showing the empty Lots in the RC zone.

Commissioner Van Dine stated the City owned the four Lots around the Senior Center, and the Lot on the north side had restrictions.

Commissioner Sigg inquired about the RC zone and the parking lots around the Resort. He requested some context for that portion of the RC zone and the impact of these amendments. Planner Cawley could not provide the best answer because Staff did not look at the parking lots, as they were not something that would be developed. Director Ward added that the proposed amendments would only apply to Single-Family and Duplexes within the RC zone. She added that within the RC zone, there was a section of Code at 15-2.16-5, entitled "Special Requirements for Single-Family and Duplex Dwellings." Currently, the Code includes the minimum Lot area of one Old Town Lot for a Single-Family Dwelling and two Old Town Lots for a Duplex. This amendment would add a maximum Lot size but only for those two uses. For the other uses allowed in the RC zone, which include multi-use dwellings and resort development, those projects would go through the MPD process and maximum Lot size would not apply.

Planner Cawley noted that tonight they were not looking for a recommendation; rather, they would bring back a new ordinance on April 24, 2024, if that was the Commission's direction.

Commissioner Suesser asked if they considering maximum Lot sizes for other zones. Planner Cawley understood that the direction was to look at only the transition zones. He noted Staff could look at other zones if directed by the Commission. Commissioner Suesser was not in favor of looking at other zones. Commissioner Shand was in favor of the maximum Lot size in the RC zone. Commissioner Frontero also supported Staff's recommendation. There was consensus support for Staff's recommendation.

MOTION: Commissioner Van Dine moved to CONTINUE Land Management Code Amendments – Maximum Lot Size in the Residential – 1, Residential – Medium Density, and Recreation Commercial Zoning Districts, to April 24, 2024. Commissioner Johnson seconded the motion.

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

It was noted for the record that no Commissioners would be getting together after the meeting.

7. ADJOURNMENT

MOTION: Commissioner Sigg moved to adjourn.

PENDING APPROVAL

The meeting adjourned at approximately 9:00 PM

PENDING APPROVAL

LMC Amendments

Standards for Temporary Structures

Temporary Structures

October 4, 2023 – Joint Work Session with Historic Preservation Board

Drafted new section: *Standards for Temporary Structures in Historic Districts*

Based standards off requirements for Primary Structures

December 6, 2023 – Work Session with Historic Preservation Board

December 13, 2023 – Work Session with Planning Commission

February 20, 2024 – Staff met with Historic Park City Alliance (HPCA)

March 1, 2024 – HPCA responded with no comments/concerns

March 6, 2024 – Historic Preservation Board forwarded a positive recommendation to the Planning Commission

PENDING APPROVAL

Requirements

Materials

Glazing (windows/glass)

Lighting

Ornamentation and Signage

Roofs

Connection to Historic Materials

Sustainability

Consistency

PENDING APPROVAL

Recommendation

The Planning Commission:

(I) Review the proposed LMC Amendments to enact Standards for Temporary Structures in Historic Districts;
(II) Conduct a public hearing; and
(III) Consider forwarding a positive recommendation of the amendments to the City Council for possible Final Action on April 25, 2024.

PENDING APPROVAL

HOPA
DEVELOPMENT AGREEMENT



PENDING APPROVAL

PARK CITY
1884

HOPA

Development Agreement

PENDING APPROVAL

On June 28, 2023, the Planning Commission approved the HOPA Affordable Master Planned Development.

On November 6, 2023, the Applicant submitted the draft DA.

HOPA

Development Agreement

PENDING APPROVAL

LMC § 15-6.1-5 – Planning Commission approval of an AMPD shall be put in the form of a Development Agreement approved by the City Attorney and has 12 criteria (pages 2-4 of Staff Report).

HOPA

Development Agreement

PENDING APPROVAL

Additional Project Approval Consideration

- Condition of Approval 1 requires the Developer to include a project phasing plan.
- Consider adding a provision in the DA that requires the Applicant to return to the Planning Commission for review of the project if all phases are not completed within ten years from the date of the first issued building permit.

HOPA

Development Agreement

PENDING APPROVAL

Recommendation:

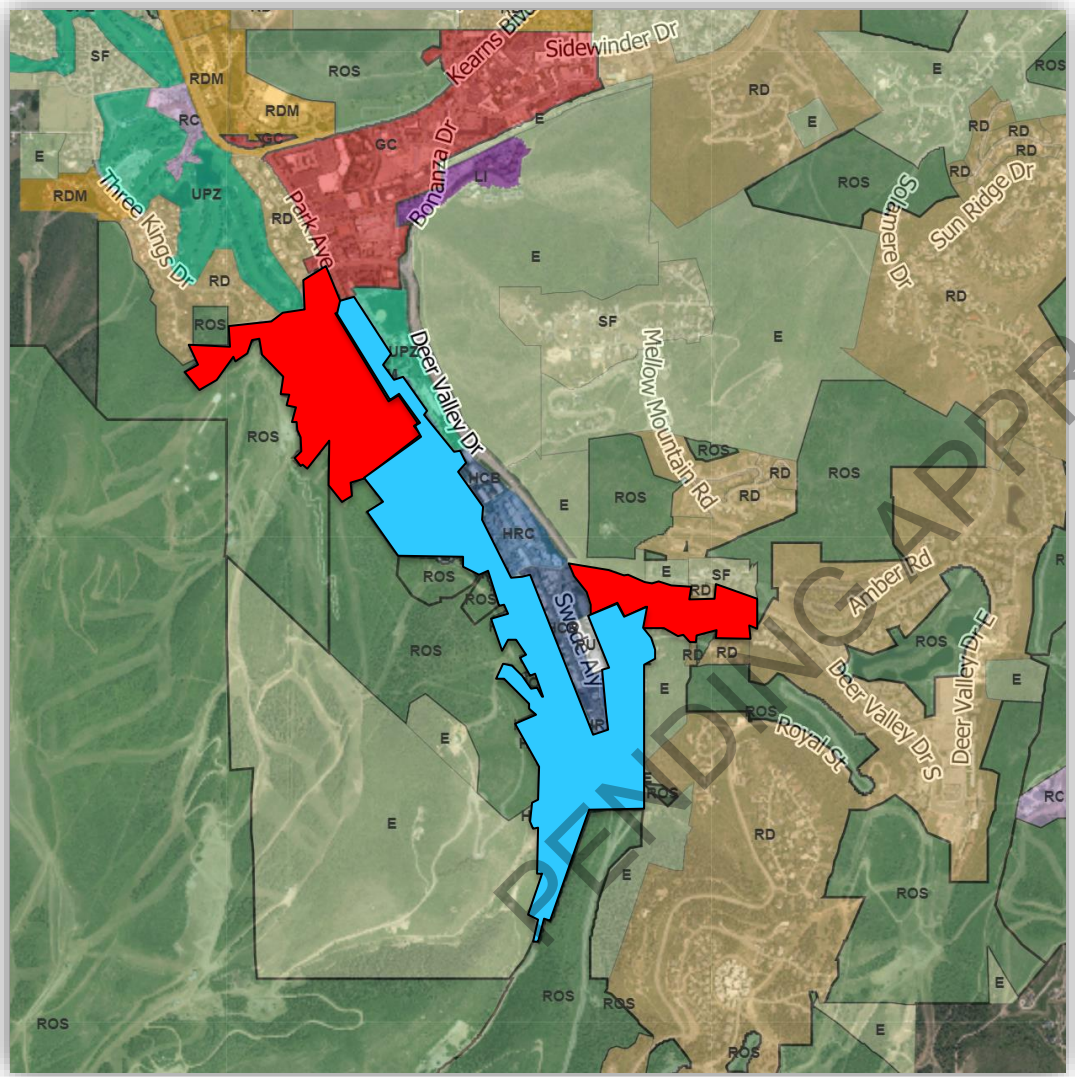
Review the HOPA DA, open a public hearing, and consider ratifying the DA.

LAND MANAGEMENT CODE

MAXIMUM RESIDENTIAL LOT SIZE



PARK CITY
1884



PENDING APPROVAL

August 29 – Pending ordinance establishing maximum lot size for residential uses in Old Town transition zones

October 26 – Ordinance 2023-50 adopted, established maximum lot size in the Historic Residential Zoning District for compatible infill.

Transition zones: R – 1, RC, & RM

MAXIMUM LOT SIZE

General Plan Goals:

- Preservation of Character
- Compatibility and Scale
- Context-Sensitive Development

R – 1 Zoning District Purposes:

- Continuation of land uses, scale, style
- Transition in use and scale between Historic Districts and Deer Valley

RM Zoning District Purposes:

- Encourage new development compatible with Historic Districts
- Transition in scale between historic and resort

RC Zoning District Purposes:

- Development that reflects traditional patterns, character, designs, & historic character

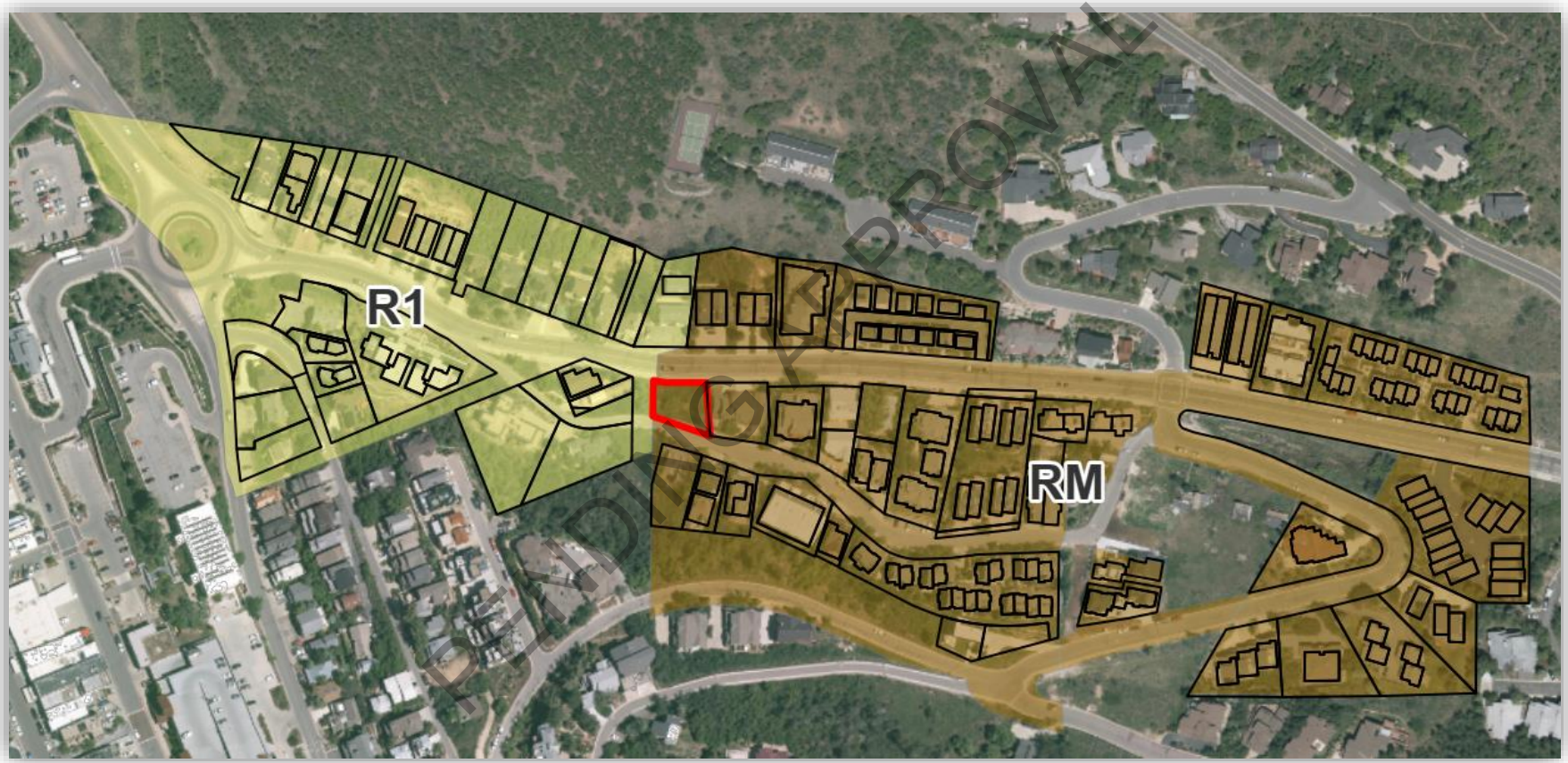
PENDING APPROVAL

MAXIMUM LOT SIZE

Zoning District	Parcel Square Footage	Parcel Acreage
Residential – 1	4,741	0.11
Recreation Commercial	9,083	0.21
(without large parcels)	(3,485)	(0.08)
Residential Medium	3,096	0.07
Overall Average	5,640	0.13

PENDING APPROVAL

MAXIMUM LOT SIZE



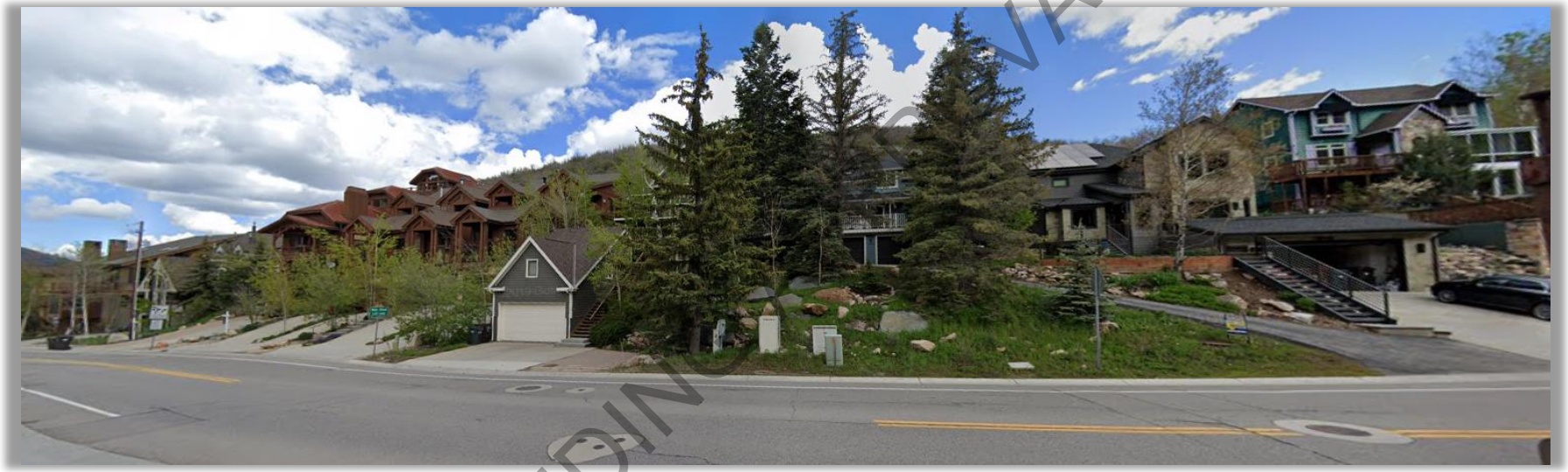
MAXIMUM LOT SIZE





PENDING APPROVAL

MAXIMUM LOT SIZE



R – 1 and RM: Built out; includes a variety of residential developments; take a comprehensive approach and examine these neighborhoods alongside the General Plan Update

PENDING APPROVAL

MAXIMUM LOT SIZE



MAXIMUM LOT SIZE

Pending Ordinance

MAXIMUM LOT SIZE PER HOUSING TYPE*				
	SINGLE FAMILY	DUPLEX	TRIPLEX	FOURPLEX
~~R – 1~~	~~3,750 SF 2 Old Town Lots~~	~~7,750 SF 4 Old Town Lots~~	~~11,250 SF 6 Old Town Lots+~~	~~N/A~~
~~RM~~	~~3,750 SF 2 Old Town Lots~~	~~7,750 SF 4 Old Town Lots~~	~~11,250 SF 6 Old Town Lots~~	~~15,000 SF 8 Old Town Lots+~~
RC	3,750 SF 2 Old Town Lots	7,750 SF 4 Old Town Lots		+

*Exempt Historic Sites that exceed the maximum lot size.

+Conditional Use

PENDING APPROVAL

MAXIMUM LOT SIZE



Recommendation:

- If the Commission finds value in establishing a maximum lot size, limit to RC Zoning District.
- Preservation of smaller lots = compatible infill, balanced transition in development patterns.
- Aligns with the General Plan goals and strategies
- Supports the purpose of the RC Zoning District (fosters traditional styles, preserves character, safeguards historic and mountain town identity)

PENDING APPROVAL

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
APRIL 10, 2024

COMMISSIONERS IN ATTENDANCE: Chair Sarah Hall, Vice Chair Christin Van Dine, Laura Suesser, 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; Dave Gustafson, Project Manager, Engineering Department; Tim Sanderson, Transportation Director; Sara-Rush Mabry, Public Works Administrator; Mark Harrington, City Attorney

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1. ROLL CALL

Chair Sarah Hall called the meeting to order at approximately 5:30 p.m. She announced that Commissioner Johnson was absent, however had indicated he might join later. She confirmed that the remaining Commissioners were all present.

Commissioner Suesser reported that Commissioner Johnson was attending a conference with his son, and had a poor connection; therefore he would likely be unable to join this meeting.

2. MINUTES APPROVAL

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

MOTION: Commissioner Suesser moved to APPROVE the Planning Commission Meeting Minutes from March 13, 2024. Commissioner Christin Van Dine seconded the motion.

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

3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Planning Director, Rebecca Ward reminded the public that when making public comments, they should state their full name and sign in. Comments were limited to three minutes or less and should be directed to the Commission. She reminded speakers to be civil in making their comments.

4. PUBLIC COMMUNICATIONS

There were no public communications.

PENDING APPROVAL

5. CONTINUATIONS

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 Recreational Facility at 1115 Aerie Drive. PL-21-05101 (A) Public Hearing; (B) Continue to April 24, 2024

Chair Hall stated there would be no presentation on this item but invited comments from anyone online or in chambers who wished to speak. There were no public comments.

MOTION: Commissioner Suesser moved to CONTINUE 1115 Aerie Drive – Conditional Use Permit, and the public hearing thereon to April 24, 2024. Commissioner Van Dine seconded the motion.

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

6. REGULAR AGENDA

A. 2436 Park Avenue (Park City Peaks Hotel) – 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.

City Planner, Spencer Cawley, explained this was a one-year follow-up of the Park City Peaks Hotel Conditional Use Permit ("CUP") that was approved in July 2023. He noted the applicant's representative, Sean Rayner, was present to answer any questions. Planner Cawley advised that in 2022, the Planning Commission reviewed a CUP for a courtyard tent and Versante on the Lawn. One of the Conditions of Approval was a one-year follow-up to review the mitigation and traffic concerns around Versante. He reminded that when this came back for review in July 2023, the proposal had changed because Versante had discontinued and the review addressed only the courtyard tent.

As part of the approval, the applicant was allowed to install the tent in the summer and the winter. The summer period is the last week of May to the first week of October for private, invite-only events. The winter period runs from the last week in November to the second week of April and was for the use of hotel guests.

Planner Cawley reported that each installation of the tent required an operational or fire permit and an inspection by the City's Fire Marshall. He noted that in the Conditions of Approval from July 2023, the applicant was required to provide an updated winter parking demand study for President's Day week of 2024. Additionally, the applicant was required to come before the Planning Commission within four weeks of the end of the winter season for a review.

Planner Cawley stated that Land Management Code ("LMC") Section 15-3-7 authorized the Planning Commission to reduce the parking requirements. He reported that the required parking for the uses at the Peaks Hotel was 168 parking spaces. The site has 135 available parking spaces. The parking study from the summer of 2023 covered the period of July 17 to August 1.

PENDING APPROVAL

Within that study, the site reached capacity only one time, on a Friday at 6:00 p.m., but then demand significantly dropped the next hour.

Planner Cawley reported that in the updated parking study that covered President's Day week of 2024, the highest number of cars parked was 91 at 7:00 p.m. on a Saturday. Parking did not reach capacity during this time. He referenced the Parking Management Plan included in the Staff Report, and advised that these items had not changed since the reviews in 2022 and 2023.

The issue before the Commission was whether the parking study during peak summer and winter seasons and the Parking Management Plan provided by the applicant adequately mitigated the request for a parking reduction of 33 spaces, in order to allow for the applicant's continued installation of the tent as conditioned in the July 26, 2023 approval.

Chair Hall invited clarifying questions from the Commission.

Commissioner Van Dine asked if there had been any complaints from neighbors. Planner Cawley advised that no complaints had been received.

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

Commissioner Frontero asked the applicant if the data received on the winter parking was self-directed or whether they hired an outside firm. Applicant-representative Sean Rayner advised that they conducted the study themselves.

In terms of the comparison of the winter data from 2024 to 2023, Applicant-representative Rayner stated that he had that data, but did not review it prior to this meeting. He expressed that the numbers were likely pretty similar as they had essentially the same occupancy during that time period.

Commissioner Frontero asked what the policy was when they reached capacity, and where they directed the other cars to go. Applicant-representative Rayner stated that he would not be present during those times, and could not speak directly to what was done; however, he stressed that it happened infrequently. He surmised that any overflow was directed to the driveway in the front of the hotel.

Commissioner Shand observed that they reached the highest capacity on Friday, Saturday, and Sunday evenings around dinner, and asked if that demand was related to Versante. Applicant-representative Rayner confirmed that was accurate. He also confirmed that during other times they averaged between 30 – 80 cars parked.

Commissioner Suesser asked if the applicant kept count of the number of cars in the garage during those times. Applicant-representative Rayner advised that he walked the lots and the garage to count the vehicles.

Commissioner Frontero commented that he would like to see some thought to creating a plan for those times when peak parking was reached. He would like the hotel to create an organized, thoughtful plan for if and when they reach capacity. He felt it was insufficient to come in and state that they did not really have a plan for when they reached peak. Applicant-representative Rayner stated they would put a plan together and provide it to Planner Cawley. Applicant-representative

PENDING APPROVAL

Rayner added that in their confirmation information sent out to everyone who books a room, they include the parking restrictions in an effort to reduce the number of cars at the hotel.

Commissioner Frontero noted that the highest parking numbers were typically when Versante was busy, so advising the hotel guests might be directed at the wrong parties. He suggested a plan from the restaurant side to be able to move the cars when they reach capacity.

In response to a question from Commissioner Suesser, Applicant-representative Rayner advised that the hotel did not charge overnight guests for parking. He also confirmed that the hotel did not provide a shuttle from the airport.

Commissioner Van Dine sought clarification on the requested action by the Commission. Director Ward advised that the Condition of Approval required the applicant to provide a report to the Planning Commission, and if the Commission found that further mitigation was needed specific to the parking, this would be the opportunity to require that. She noted the reporting was an ongoing requirement.

Planner Cawley clarified that the Conditions of Approval from last year only required this one report to the Commission.

Director Ward stated if the Commission wanted to review it again next year, or would like further mitigation or a plan, they could address that.

Commissioner Suesser asked about the lawn restaurant service, and Applicant-representative Rayner stated that was not planned for this year. He explained with the limited parking available, they could only run the courtyard tent or the lawn but they could not do both. Therefore, last year they decided to eliminate the lawn. He noted it helped the parking situation tremendously as they did not really experience any issues at all with parking. Commissioner Suesser understood that the applicant did not have the parking capacity that would allow for the lawn service.

Chair Hall asked about the disassembly and installation of the tent for summer versus winter. Planner Cawley advised that during the winter installation, the tent remained up for the entirety of the time period.

For the summer installation, the top canopy is removed after an event, but the framing remains. He noted that the tent was required to be dismantled at the end of each period and reinstalled and inspected by the Fire Marshall.

Commissioner Sigg asked if there was any lighting draped on the frame. Applicant-representative Rayner explained that there was lighting draped on the frame, but it was only on when they had events. He confirmed the lighting was Dark Sky compliant.

Commissioner Suesser proposed that the Commission revisit this next year.

Commissioner Frontero commented that if this plan were a little tighter now, he would be willing to give the applicant two years before coming back before the Commission. He expressed concern that it was not that tight, and there was some leeway in the current Conditions of Approval.

PENDING APPROVAL

Commissioner Suesser clarified that she was not suggesting that the applicant return annually for an indefinite period of time into the future; rather, she just suggested they return next year.

Commissioner Sigg referenced the prior discussion regarding a contingency plan, and would also like to see something more formal and definitive to address peak days. He noted that parking in front of the hotel only afforded six or so additional spaces. He stated that if the applicant had such a plan, it would weigh in favor of not requiring an annual review.

Commissioner Suesser wondered if the parking in front of the hotel was compliant with fire safety. Applicant-representative Rayner stated it was compliant on the right-hand side; the left side was the fire lane and the curb was painted red.

Commissioner Shand concurred with Commissioner Sigg and Commissioner Frontero and would also like to see a contingency plan for overflow parking. He recognized that based on the data it did not happen very often, but it would be nice to have a plan in place. He suggested reviewing the contingency plan in a year. He noted the neighbors were not complaining, and the hotel did not reach full capacity very often, but it would be nice to have a contingency plan. Applicant-representative Rayner reported that they could prepare a contingency plan. Commissioner Suesser agreed and asked how they effectuate such a requirement.

Senior City Attorney, Mark Harrington advised that the Commission could technically add an additional mitigation Condition of Approval that would require a submittal for Staff review. He reported that the application before the Commission was related neither to the hotel nor Versante operations; rather it was related to the tent CUP. He cautioned the Commission to ensure that the scope of the plan should address a remedy that pertains to the tents, as opposed to the operations that had sufficient Code parking. He stressed that the mitigation implemented should be for the tents.

Commissioner Suesser noted that the peak capacity was during dinnertime, but noted that those same days are likely when events would occur. City Attorney Harrington stated as long as the connection was real, then it would be sound. He cautioned about regulating what occurs at every other property that does not have a tent and isolating it from the tent. Commissioner Suesser asked if there was a correlation between peak demand and events with the tent. Applicant-representative Rayner could not answer that question.

City Attorney Harrington stated that the Commission could make it clear that Staff could make the correlation between peak days and events. Commissioner Suesser stated that would be helpful. City Attorney Harrington advised that the motion would be something along the lines of finding the annual report was sufficient, with the additional requirement of an overflow parking plan being submitted to Staff for review and approval consistent with the Planning Commission's discussion.

MOTION: Commissioner Suesser moved to APPROVE the Conditional Use Permit provided that the Applicant submit a Parking Management Plan within the next six months to address overflow parking consistent with this discussion. Commissioner Frontero seconded the motion.

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

B. 844 Empire Avenue – Plat Amendment – On March 13, 2024, the Planning Commission Conducted a Public Hearing and Directed Planning Staff to Draft a

PENDING APPROVAL

Final Action Letter Denying the Proposed Plat Amendment to Remove Plat Note 3 from the 844 Empire Avenue Amended Plat. PL-24-06049.

Senior Historic Preservation Planner, Caitlyn Tubbs reported that the above item sought Commission ratification of the Draft Final Action Letter denying the proposed 844 Empire Avenue Plat Amendment. The Planning Commission reviewed the proposed Plat Amendment on March 13, 2024, at which time a public hearing was held. The Commission denied the requested Plat Amendment with a 4-to-2 vote.

Planner Tubbs reported that following that hearing, the Commission directed Staff to return with a Final Action Letter that detailed the Commission's Findings of Fact for ratification. Therefore, the scope of review for this hearing was limited to review of the Draft Final Action letter to determine if it included all of the Findings of Fact expressed by the majority in the March 13 vote. Staff recommended the Commission review the Draft Final Action Letter denying the Plat Amendment for 844 Empire Avenue and consider ratifying the Draft Final Action Letter.

Chair Hall stated that because this item just involved ratification of the Draft Final Action Letter, there would not be a public hearing.

Commissioner Suesser requested a correction to Finding of Fact 22.b. and noted the second line should read "off-street parking for the property" rather than "off-site parking on the property." She asked about the wording of Finding of Fact 22.e. and proffered that this was not determined in the prior Staff Report; rather, it was a question raised during Commission discussion. She stated that nothing further had been submitted that confirmed this Finding, therefore she could not confirm the accuracy of the wording in that Finding of Fact.

Planner Tubbs believed it was confirmed but noted she would have to check with the Engineering Department. City Attorney Harrington stated that in reviewing the Staff Report and the City Engineer's testimony, Staff felt that the City Engineer confirmed that it met the actual standard from the Code. Because the Commission found there were no clear sight lines due to the grade change and the separation, they did not want that contradiction that would provide an easy basis for an appeal if the finding was otherwise wrong factually. He explained that if there was a finding and then a conclusion that it did not meet Code, when in fact the City Engineer found it had, and Staff did not want to include that contradiction. The alternative would be removing Finding of Fact 22.e. altogether.

Commissioner Suesser commented that this was not presented at the hearing, and while the City Engineer spoke on that issue, there was no verification provided to the Commission. City Attorney Harrington stated that a third option was to continue this item and request Staff to provide the actual evidence supporting that Finding of Fact.

Commissioner Suesser next mentioned Finding of Fact 22.a. that "no relevant facts have changed since the 2016 Findings." She noted the stairs were constructed which made access from Empire Avenue more difficult than it was in the past. However, she understood from the City Engineer that even in 2016 access over the 9th Street Right-of-Way would have been problematic given the number of utilities in that Right-of-Way. She commented that it was suggested in the 2016 report that access over the 9th Street Right-of-Way to this property was plausible, but the City Engineer confirmed to her that it was not a solution because of the number of utilities.

PENDING APPROVAL

City Attorney Harrington made it clear that this Finding of Fact was taken verbatim from Commissioner Frontero's comments that because there was no change in the condition of the road, there was no reason for the Commission to revisit eliminating the Condition of Approval. He reiterated that this Finding of Fact mirrored with Commissioner Frontero said during the last hearing on this item, and if Commissioner Frontero wanted to refine his statement, they could amend it as the majority found appropriate. Commissioner Suesser understood this explanation, and stated that with her proposed edit to Finding of Fact 22.b. she was satisfied with the Draft Final Action Letter.

MOTION: Commissioner Suesser moved to RATIFY the Draft Final Action Letter denying the Plat Amendment for 844 Empire Avenue, as amended as follows:

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. Planning Department

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.

8. 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.

9. 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.

10. Land Management Code Section 15-3-3(H)(2) allows for a minimum spacing of 7.5 feet between driveways in Historic Districts with 10-foot minimum spacing from intersections.

PENDING APPROVAL

11. 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.

12. 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.

13. 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.

14. A Single-Family Dwelling is an allowed use in the HR-1 Zoning District.

15. 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.

16. The Development Review Committee reviewed the Plat Amendment and proposed access from Crescent Tram Road on February 20, 2024.

17. The Development Review Committee determined the Applicant's proposal avoided impacts to significant utility lines.

18. 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.

19. 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.

20. 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.

21. 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 Crescent Tram Road to justify different conclusions.

    b. The proposal does not preserve the present Land Use because there is no off-street parking for 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;

PENDING APPROVAL

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.

Commissioner Frontero seconded the motion.

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

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.

City Planner, Virgil Lund explained that Nightly Rentals in the western sub-neighborhood of the Historic Residential – Low Density Zoning District require a CUP. This property is located in the HR-L Zoning District. He stated this would be the final available CUP for this Zoning District. The Planning Commission had approved 11 of the 12 CUPs in this neighborhood, and this would be the last Nightly Rental CUP. He reported that 85 King Road was built in 2004. It is a four-bedroom Single-Family Dwelling.

Planner Lund reported that the proposal complied with the Zoning District requirements, off-street parking requirements, and all CUP criteria. He stated that Conditions of Approval 2 through 5 were reflected in the applicant's draft Lease Agreement, as required for Nightly Rental CUPs in this zone. He explained that Nightly Rental parking for structures of less than 6 bedrooms was based on the requirement for the dwelling, which was 2 parking stalls. The garage measures 25' x 22.5' and meets the requirement for 2 parking spaces.

Planner Lund stated that 85 King Road was in a central location with access to Deer Valley and Park City Mountain Resort. He noted it was also within walking distance to Main Street and the Old Town Transit Center. He reported that Staff recommended the Commission review the

PENDING APPROVAL

proposed CUP for Nightly Rentals at 85 King Road, open a public hearing, and consider approving the CUP based on the Final Action Letter.

Chair Hall opened the public hearing. It was noted that the applicant, Erik Tolzmann, was present on Zoom. There was no public comment. The public hearing was closed.

Commissioner Suesser sought clarification regarding parking. She understood there was a two-car garage, and asked if parking was required to be exclusively in the garage and not on the driveway.

Planner Lund stated there was enough room for two cars to park in the garage, as this garage was 22.5' x 25' and garages were required to be at least 20' x 20' for two cars. Condition of Approval 9 provided that the garage must only be used for parking and could not be used for storage.

Commissioner Suesser asked if parking would be permitted on the driveway. Planner Lund referenced Condition of Approval 2 requiring that all rental agreements for the Nightly Rentals shall include language that limits the vehicles to two, which must be parked on-site in the two-car garage.

MOTION: Commissioner Van Dine moved to APPROVE 85 King Road – Conditional Use Permit for a Nightly Rental, pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter as follows:

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):

PENDING APPROVAL

1. 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.

2. Traffic

• All rental agreements for the Nightly Rental shall include language that limits the vehicles to two.

3. 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.

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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 notices 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.

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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.

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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.

Commissioner Suesser seconded the motion.

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

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 Building, and a 375-Square Foot Operator House in the Recreation and Open Space Zoning District and Sensitive Land Overlay. PL-23-05938.

Planner Lund reported that Staff would address the zoning requirements and the Sensitive Lands Analysis for this application. He noted that the Planning Commission would visit the site on April 15, 2024, at 2:00 p.m., therefore Staff recommended the item be continued until April 24, 2024. He stated that at the April 24 meeting, they would address all other items, including the Flagstaff Open Space Management Plan and wildlife.

Planner Lund presented a map that showed the general location of the proposed ski lift in relation to Two Peaks Bald Mountain, Flagstaff Mountain, Silver Lake Village, and the Snow Park Base. He explained that the proposal for Deer Valley Lift 7 included a six-passenger 0.56-mile long ski lift on Park Peak. It would also include 4.62 miles of new ski runs, an 8,483-square-foot terminal and lift storage building, and a 375-square-foot operator house.

Planner Lund reported that the proposal complied with the Recreation and Open Space ("ROS") Zoning District requirements. He presented images showing how the proposed lift terminal and storage building would maintain a 90-foot Setback from the nearest property line. He also noted that the top terminal would maintain an approximate 61-Setback. In addition, all ski runs would maintain and exceed a 25-foot Setback from all adjacent property lines.

With respect to removal of Significant Vegetation, Planner Lund advised that the Forestry Board reviewed this application and recommended a Condition of Approval that the applicant remove all dead and dying Significant Vegetation in an area equal in square footage to the proposed Areas of Disturbance. He presented a graphic and noted that the areas highlighted in blue would be those areas for removal of dead and dying Significant Vegetation.

Planner Lund explained that part of the Sensitive Land Overlay ("SLO") requirements included looking at ridgelines from Vantage Points within Park City. He noted that there were ski runs visible within ridgeline areas, and the proposed ski lift would be minimally visible from the Park Meadows Golf Course Clubhouse Vantage Point; however, the Planning Commission may require a Condition of Approval establishing a minimum required distance from the ridgeline area. Staff concluded that the lower placement to the left of the peak would blend with the natural contour of

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these landforms. Additionally, Staff recommended that the development be sited so as not to create a silhouette, thereby maximizing mitigation.

Planner Lund stated that the proposal complied with the criteria for Passenger Tramways and Ski Base Facilities outlined in the LMC. He noted that Staff recommended a Condition of Approval requiring an annual report that would provide an overview of the overflow on street parking no later than May 31st. The annual report and Planning Commission review would 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.

Staff recommended the Planning Commission review the proposal, open a public hearing, and continue this item until April 24, 2024.

Todd Bennett, Deer Valley President and Chief Operating Officer explained that they wanted to address just one piece of Deer Valley's Expanded Excellence Program, specifically the terrain expansion. He stated that Lift 7 was one of several lifts they had planned for this expansion, but it was an instrumental component to the plan as it is an area that would service a number of beginners. It would also serve the ski school. He added that they liked the plan of having skiers higher up on the mountain. Those who have skied Deer Valley know that many of the beginner areas were lower on the mountain, and this would benefit those beginners by being able to get higher up into the alpine environment.

Applicant-representative Bennett stressed that they were committed to working with the Planning Commission and the community to ensure that Deer Valley's future continues to be steeped in what they are known for.

Hannah Tyler, Deer Valley Vice-President of Resort Planning, stated that the proposed improvements included within this CUP fell within the ROS and the SLO. Similar to the process they underwent with the Burns Express Lift, she explained that Deer Valley was requesting Planning Commission review of this proposal, as this lift was not in Deer Valley's Master Plan boundary for their ski lifts. Therefore, this process would memorialize the addition of this lift as part of the Master Plan. She introduced Steve Graff, Deer Valley Vice President of Mountain Operations, to address the site orientation and overall proposal.

Applicant-representative Graff presented a photograph that showed Park Peak, which he noted was not visible from many places in Park City other than the golf course and in some locations along Bonanza and Deer Valley Drive. He stated that Park Peak was most visible from Upper Deer Valley off of Royal Street. He also presented a current ski map and pointed out the location of the proposed Lift 7 in relation to Deer Valley's current ski map.

Applicant-representative Graff explained that the proposal would change the typical orientation. He explained that the beginner runs come off Bald Mountain via Homeward Bound, and come off Flagstaff Mountain via Ontario and Trump. The bottom of Lift 7 will be located at the juncture of Ontario and Trump. He noted that the Lift 7 area and Park Peak were naturally conducive to beginner and low-intermediate terrain. He noted that most of Deer Valley's beginner terrain, especially on the upper mountain, was relegated to connecting runs. Therefore, the beginner runs today were the same runs that people take from east to west to access Empire or Silver Lake.

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Applicant-representative Graff stressed that Lift 7 would allow them to use Ontario as more of a connecting run and the circulation of the resort's beginning and low-intermediate skiers could use Lift 7. This would not only improve the high alpine experience for beginners, but it would improve everyone's experience by getting the ski schools off Ontario.

Applicant-representative Tyler presented a graphic to orient the Commission in relation to Deer Valley's overall Forestry Management Plan. As a part of this application, some trees would be removed, and they worked with Planning Staff and the Forestry Board to obtain approval of that removal. They worked with Staff and the Forestry Board to accept Conditions of Approval that would allow Applicant to continue its Forest Management Plan in an area outside of what would be impacted. She noted that Applicant was appreciative of the Condition of Approval that calls for removal of all of the dead and dying vegetation in the 15 acres that surround the impacted area.

Applicant-representative Graff stated that Deer Valley currently did much more than 15 acres of forest health work every year, and would add this 15 acres to the work it already does in this regard. He stated they would implement forest health, wildfire mitigation, and an aggressive invasive species and noxious weed program in this area. He explained they would mitigate the 15-acre area on site, and anything left over would be done within the surrounding area within the City limits.

Applicant-representative Tyler presented a slide that showed the overall management of the terrain and also provided information on the re-seeding efforts and different grading mitigation. She highlighted Deer Valley's stewardship on the existing runs and how special speed mixes specific to Deer Valley would be implemented in this case.

Applicant-representative Graff noted that the slide before the Commission showed how the terrain naturally supported what Deer Valley wants to do with the beginner and lower-intermediate runs. There would not be a lot of heavy grading, and the areas that require grading would be done as they traditionally have done. He explained they have a mix from three local seed companies called Deer Valley Mountain Meadow Mix. This mix is made up of wildfire grasses. He mentioned that whenever the earth is disturbed, invasive species generally populate the disturbed areas; Deer Valley is very committed to ensuring that does not happen. Each year they evaluate how the native grasses are taking hold and eliminate anything that is not native.

In response to an inquiry from Commissioner Suesser, Applicant-representative Tyler advised that in the red-shaded area, the ski run would match existing grading, and no grading would take place. Minimal grading and disturbance would occur in this area. The blue-shaded area would be an area where trees and existing vegetation would be removed, and Deer Valley would re-vegetate disturbed areas with stockpile topsoil and resort-approved seed mix. The area shaded in green would also involve ski run grading, and Deer Valley would re-vegetate disturbed areas with stockpile topsoil and resort-approved seed mix.

In response to Commissioner Suesser's further inquiry about the "resort-approved seed mix," Applicant-representative Graff stated while he was unaware of the specific seed types, it would be the Deer Valley blend. He stated that Deer Valley had this blend evaluated based on what naturally occurs in the area, and had the seed blend made for those conditions. He added that they use this blend annually, and place tons of it on the mountain every year.

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Applicant-representative Tyler next presented slides to help orient the Commission to the Base Terminal and the storage building. Because it would be greater than 600 square feet it triggered the need for a portion of this CUP. She stated that the architectural design and overall Site Plan for this would come back to the Commission as part of a second phase in the next 6 – 8 months. They included the maximum building pad in this application because they felt it was important for the Commission to understand the overall site context. She stated Deer Valley was looking for the maximum Building Footprints as part of this CUP, and explained that the proposed building would encompass the Lower Terminal and a connected building that would serve as chair storage when they take the chairs offline. She noted this was an area of high wind.

Applicant-representative Tyler reiterated that the Commission would have the opportunity to review this building specifically when the Applicant returns in another phase.

Commissioner Suesser asked if there was another comparable facility at Deer Valley. Applicant-representative Graff responded that the Jordanelle Gondola has cabin storage. He added that they would operate Lift 7 in a manner similar to the operations at the Jordanelle Gondola wherein the vast majority, if not all, of the chairs, would come offline every night. He mentioned that they did not contemplate storage of every chair in this building and the storage building would store those chairs that they could not store in the terminal itself. He explained they would stack chairs inside the Lower Terminal, and any remaining would be stored in the storage building. He confirmed that the line would be clear at night and throughout the summer. He also confirmed they would be bubble chairs.

Applicant-representative Tyler next addressed construction access and mentioned that they were looking at accessing this from Deer Valley's existing maintenance facility. Therefore, they would not have to create any new access roads.

Applicant-representative Graff explained that Ontario was one of the larger access ways that allowed them to get up the mountain for maintenance. He pointed out the location of the maintenance facility on the graphic before the Commission. The red line depicted access up Ontario and out into the meadow behind Bald Mountain and then up to the top of Park Peak. He noted that quite a bit of access was on existing roads, and there would be existing roads off into the meadow that would be improved and used during lift construction.

Applicant-representative Tyler proffered that this application complied with LMC Section 15-1-10D, and also believed that this project was compatible with the other uses in the ROS zone. She reiterated that they worked with Staff and were willing to accept all of the proposed Conditions of Approval. She specifically mentioned the grading issues and concerns with erosion and the parking review by the Commission in advance of the adoption of the Snow Park Development Agreement.

Chair Hall invited clarifying questions from the Commission.

Commissioner Van Dine asked Applicant if they planned to increase their base skier numbers with the installation of Lift 7. Applicant-representative Tyler responded that there was no proposal to increase Deer Valley's overall capacity.

Commissioner Suesser asked if the type of lift being installed required the large storage area. She observed that this storage capacity would not be needed if they were to install a high-speed quad. Applicant-representative Graff agreed they would not need this storage capacity for a high-

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speed quad, but for the longevity and expense of the bubble chairs they want to protect them and keep them stored. He added that as a result, that line would be clear when it is not being used.

Commissioner Suesser requested further information on whether this lift would be a real connector lift from the Deer Valley Resort to the Mayflower Resort, or whether it would just provide access to the beginner ski area.

Applicant-representative Graff stated this would be a great connector lift to the rest of the area. It would also be one of many ways for people to come off the mountain and get back to the Mayflower area and down to 40. He added that more advanced skiers would likely not stay in the area, so the circulating traffic on Lift 7 would be largely beginner skiers, with the exception of people wanting to get to other areas.

Commissioner Sigg appreciated the expanded beginner terrain, especially in that area. He noted that once you turn the corner past Trump on Ontario there are a lot of ski schools and it can be an over-trafficked and dangerous area. He asked if the Applicant had a plan for getting ski school traffic up to this area. He understood that most ski schools originated at Snow Park, and wondered if there was a plan to help mitigate ski school drop-off at Snow Park, assuming increased ski school capacity.

Applicant-representative Graff advised that they originated ski school at Snow Park, which is Deer Valley's current Base facility. East Village would also have a ski school component when it comes online. He noted that Silver Lake has a small ski school meeting area component. He added that private lessons generally originate at hotels. Skiers could access Lift 7 from Bald Mountain, which currently could not be done. The hope was expressed that Ontario would become more of a transport and not a circulating ski school area.

Commissioner Van Dine asked what would happen with mountain biking. Applicant-representative Graff responded that the intent was to replace all the existing mountain biking trails in the area. He added that while it looked like a lot of ski runs in the area, there would be little impact on the mountain biking trails. There would be impacts during construction, but they would be replaced upon completion of construction.

Commissioner Suesser asked if one of the reasons why they proposed storing the bubble chairs was that this was a high-wind area. Applicant-representative Graff responded that this area was susceptible to wind out of the south. He noted the bubbles were for comfort, but he did not feel this area was any windier than the other peaks.

Commissioner Sigg stated that in the past they had seen the notion of a connecting gondola from Mayflower to Silver Lake that would go over Park Peak. He asked Applicant to address how Lift 7 would impact the ability to do that.

Applicant-representative Graff stated that was in the Master Plan, and the first gondola coming out of East Village was a two-stage gondola. The first line ends at Big Dutch and then goes from Big Dutch to the south of Park Peak and lands in the valley south of Park Peak. He stated the design was contemplated to be able to have another one from the Park Peak gondola to the Silver Lake Village. He also noted the proposed replacement of the Silver Lake Express Chairlift by the fourth leg of the gondola into Snow Park Village.

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Commissioner Sigg asked if that gondola alignment would cross over Lift 7. Applicant-representative Graff confirmed that the gondola would cross over the top of Lift 7.

Commissioner Suesser recalled a discussion about the need for a redundancy lift from the Empire area. She sought clarification that Lift 7 would not address that because it was just connecting this area to Mayflower.

Applicant-representative Graff confirmed that Lift 7 would not address any redundancy need in the Empire area.

Chair Hall opened the public hearing. She reported that this Agenda Item was originally scheduled for action; however, because it was now scheduled to be continued there would be another opportunity for public comment at a later date.

There was no public comment. The public hearing was closed.

Commissioner Suesser asked if the site visit was open to the public and requested an extensive site visit to get a good overview of future CUPs in the area. Applicant-representative Tyler confirmed that the site visit was open to the public and that they would meet on the west side of the Sterling lift. She noted the Flagstaff mountain area was actually closed, so they would open it up specifically for this site visit. She stressed the importance of arriving by 2:00 p.m. on the west side of Sterling lift. She added that the tour would take people to Cushing's Cabin for an overall look down at the terrain. They would then ski down Ontario to the junction of Ontario and Trump. She mentioned it was groomed a bit so they would be able to walk up to the Base Terminal.

In response to a further inquiry, Applicant-representative Tyler stated they could discuss the feasibility of staking out the Terminal Building and storage structure, and could make it happen if possible.

MOTION: Commissioner Suesser moved to CONTINUE 2250 Deer Valley Drive South – Conditional Use Permit, and the public hearing thereon, to April 24, 2024. Commissioner Van Dine seconded the motion.

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

Following a short recess, Chair Hall called the meeting back to order and confirmed the presence of all Commissioners.

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.

City Planner, Lillian Zollinger explained the property was located at 7008 Silver Lake Drive. The applicant proposed to modify the Area of Disturbance to reflect as-built conditions and to relocate the ski easement. She stated that this site was located in the Residential Development Zoning District, and presented an image of the existing Single-Family Dwelling, as well as a graphic that illustrated the configuration of the Lot.

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In 1995, the City Council passed an Ordinance for the Evergreen Subdivision, which authorized the creation of the Evergreen Architectural Committee to review and approve amendments to the Area of Disturbance for the Subdivision. She noted that several projects had received approvals from that Committee, as well as from the City Council in the form of Plat Amendments.

Planner Zollinger reported that the Evergreen Architectural Committee approved an addition for this site in 2003, which largely expanded the structure to where it is today. Regarding the ski easement, the applicant's neighbor agreed to the proposed modification. However, when this applicant was unable to obtain a review from the Evergreen Architectural Committee for the proposed ski easement modification and Area of Disturbance modification, they requested this review with the Planning Commission. She explained that the proposed Area of Disturbance and existing structures complied with the Residential Development Zoning District and SLO requirements. She referenced the Staff Report for Staff's analysis in that regard.

Planner Zollinger presented a graphic that showed the original Evergreen Subdivision Amended Plat. The red-dashed line depicted the original Area of Disturbance. The area highlighted in yellow represented the ski easement. She also presented a graphic that showed the proposed modifications to both the Area of Disturbance and the ski easement.

Staff found Good Cause to amend the Area of Disturbance to reflect the as-built conditions pursuant to the 2003 approval by the Evergreen Architectural Committee. Staff also found Good Cause to relocate the ski easement. She reported that the neighbor had agreed to a written amendment for the proposed relocation in 2019.

Planner Zollinger stated that the applicant requested the Planning Commission find Good Cause for further expansion of the Area of Disturbance to accommodate a 585-square-foot addition. She highlighted Condition of Approval 2 that this Plat Amendment approval would expire within one year unless there was an extension request. Condition of Approval 3 requires that future construction must comply with the platted Area of Disturbance.

Chair Hall invited clarifying questions from the Commission.

Commissioner Van Dine understood from the Packet that the addition would go into an area that was already disturbed as a patio. Planner Zollinger confirmed.

Commissioner Suesser expressed concerns about the original Area of Disturbance versus the current proposal, and how significantly different it was in terms of where the home was built. She wondered how they would address the applicant's failure to abide by what was originally approved.

Planner Zollinger explained that the original plat was approved in 1992, and the Single-Family Dwelling received a Building Permit in 1994. Based on the Building Permit, the Limit of Disturbance ("LOD") was not acknowledged, and the first part of the Single-Family Dwelling was constructed without consideration of the Limit of Disturbance. She confirmed that a LOD was set, but the LOD was not included in the plans that were submitted and approved by the City.

Planner Zollinger advised that a further addition to the structure was approved in 1997. In 2003, the Architectural Committee approved another addition to bring the structure to what it looks like today. Up to this point, the owners had not been required to record a Plat Amendment. She noted the likelihood that this home had been owned by a couple of different owners since the

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original approvals. This applicant proposed a 500-square-foot addition, which requires a Plat Amendment.

Commissioner Frontero asked when the current homeowner purchased the home, and if they had done any prior expansion of the home. Planner Zollinger deferred to the applicant. On behalf of the applicant, a representative from Magleby Construction advised that the applicant purchased the home in approximately 2008, and had not expanded the structure since obtaining ownership. She added that this was the applicant's first proposed expansion to the home.

Commissioner Frontero asked if the fact that the LOD was not followed was discovered as part of the work for this proposed addition. The Applicant-representative advised that Magleby Construction applied for the original Building Permit approximately one year ago and discovered the issue and then the owners proceeded with the plat process to remedy the situation.

Commissioner Shand understood that the ski easement went across the back of the property and was for the neighbor's access to the ski run. Planner Zollinger confirmed.

Planner Zollinger also pointed out the approximate location of the addition. It was mentioned that the patio would be remodeled and the gray square shown on the graphic represented the addition.

Commissioner Sigg requested clarification on the Architectural Committee Review. Planner Zollinger explained that as part of Staff's research, they found that an Architectural Review Committee review was required; however, the applicant was unable to locate anyone on the Committee to review and approve their request. She also confirmed that Staff was unable to locate any contact information related to previous approvals.

The applicant set forth their efforts to contact the Committee in a statement included in the Packet. Planner Zollinger confirmed that there was not a Homeowners' Association for this Subdivision.

Commissioner Suesser understood that the Architectural Review Committee was disbanded. Planner Zollinger clarified that they were not able to determine what happened with this Committee, but confirmed that the applicant was unable to obtain review by the Committee.

Commissioner Sigg asked if there was a Site Plan or Building Footprint for the neighboring home that uses the ski easement. Planner Zollinger stated that based on her information there was no structure built on the neighboring property.

Planner Zollinger presented an aerial view and there was discussion about its location. Commissioner Suesser asked Planner Zollinger to highlight the property in the image.

Commissioner Frontero asked for more information on the neighbor who agreed to the relocation of the ski easement. Planner Zollinger stated the applicant provided a modified Encroachment Agreement that was recorded with the County and showed the modified ski easement from the 7008 property to 6974 Silver Lake.

Planner Zollinger confirmed that the relocation of the easement would not require the clearing of any vegetation. She also noted that the stairs were for use of the applicant's property only, and were within the Area of Disturbance.

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Commissioner Sigg asked for information on the dimensions of the ski easement. He felt this easement was a lot wider than a trail. As he looked at the contour lines, it seemed as though a much-reduced easement could be accommodated. He noted that the aerial photograph showed quite a bit of vegetation in that area and wondered if someone could remove Significant Vegetation from the ski easement area.

In his mind, a ski easement only needed to be 10 to 20 feet wide to accommodate access from the adjacent vacant land, whereas this easement appeared to be close to 100 feet wide.

Commissioner Suesser stated it would be helpful to have an overlay with the original ski easement and the proposed ski easement. Planner Zollinger did not have an overlay but presented the side-by-side comparison shown earlier in her presentation. She mentioned that the recorded plat was not required to include the contour lines.

City Attorney Harrington noted that the City had been involved in extensive litigation over ski easements, and one of the issues was whether the City could even be involved in the relocation of a ski easement because the grantors and grantees are private Lot owners and the City is not a party. He advised that the City argued that because it involved a Plat Amendment, they were required to assess it for approval. He noted that one of these cases went as far as the Utah Supreme Court. He stated they were ecstatic that the property owners were in agreement and there was already a recorded Relocation Agreement so he felt it was kind of a non-issue. Vegetation removal would be an appropriate question, but this area was wide because most of the owners come in and out informally and at different angles. The width would provide maximum flexibility for people to go in both directions. He stated that he was not aware of any vegetation removal, but if the Commission wanted to add that as a Condition of Approval it might be appropriate, although he did not feel it was necessary.

City Attorney Harrington encouraged the Commission to not overthink the easement, as the property owners had reached a private agreement and recorded that agreement with the County. This Plat Amendment was simply to memorialize the new location.

Commissioner Suesser was not as concerned about the easement, but noted that a stone wall was constructed, and stressed that the development of the site was far beyond what was ever approved.

City Attorney Harrington stated the history was due to the way some of the early approvals were delegated to the Architectural Review Committee. He did not believe there was any home in this Subdivision built within the original LOD. He recalled that the Commission recently disallowed the further expansion of one home in this Subdivision, but the as-builts are what they are, and he felt it was fairly predominant.

Commissioner Suesser asked if retaining walls were included as part of the new addition. Planner Zollinger answered in the negative.

Commissioner Shand sought confirmation that the Commission was being asked to approve the as-built LOD, and were not reviewing the area for the addition. City Attorney Harrington explained that the addition would be within the as-built LOD. He confirmed that the design of the addition was not within the Commission's purview at this time.

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Commissioner Suesser added they were also considering the relocation of the ski easement. She requested a Condition of Approval that no vegetation would be cleared to accommodate the ski easement.

Commissioner Van Dine stated that could be difficult because some of these areas were somewhat dense and they might need to move small amounts of vegetation to make the easement useful. Commissioner Suesser suggested language that no Significant Vegetation could be removed to accommodate the ski easement.

City Attorney Harrington suggested, "The ski easement relocation does not authorize clear-cutting of the area and any removal of Significant Vegetation shall be minimized."

Commissioner Suesser would prefer that the Condition state "no Significant Vegetation removal."

Commissioner Sigg noted that this was called Evergreen Subdivision for a reason. In consideration of the density, he suggested that any proposal to remove trees would have to be presented as a specific plan. He opined the easement was way more than needed and there are Significant large evergreen trees on that property.

Commissioner Van Dine expressed that based on her experience, the ski easements in this area are mostly small paths and no trees are cut for most of these paths.

City Attorney Harrington suggested that the wide easement was actually better because it would facilitate the informal paths being dispersed throughout the whole area. The trees in these yards were really the only privacy for the homes, so there was no incentive to remove them. He suggested that a Condition about not clear-cutting or removal of Significant Vegetation was likely appropriate unless a different Landscape Plan was approved.

Commissioner Suesser expressed concern that someone might want to remove trees for a view. City Attorney Harrington noted that rear yards were not restricted so the owners could remove the trees today. He acknowledged this was a valid concern, but it was one the Commission did not want to draw too much attention to because it had worked so well. Commissioner Suesser suggested, "shall not be removed." Planner Zollinger stated that this ski easement only served the neighboring property. There was consensus on the language for Condition of Approval 4.

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

MOTION: Commissioner Van Dine moved to APPROVE 7008 Silver Lake Drive – Plat Amendment, pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval set forth in the Draft Final Action Letter, as amended:

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.

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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.

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.

PENDING APPROVAL

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.

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

PENDING 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 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 Planning Director.

3. Future construction must comply with the platted area of disturbance.

4. The ski easement relocation does not authorize the clear-cut of the area and no Significant Vegetation shall be removed.

Commissioner Shand seconded the motion.

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

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.

Planner Cawley reported that the purpose of this Plat Amendment was to combine the office spaces of one of the buildings on the site, specifically Units 320 and 420. He stated there was a 15-3/4' common platted wall separating these units. He added that the Condominium Declarations allow the unit owners to create smaller interior offices within the platted units as long as they meet minimum square footage and are approved by the Board of Trustees.

Planner Cawley stated that the LMC regulates the requirements to amend the Condominium Record of Survey to accommodate this proposal. He presented an image that illustrated the wall that would be removed, highlighted in green.

Planner Cawley stated that this proposal complied with the General Commercial Zoning District as well as the Frontage Protection Zone requirements. No exterior or structural changes were proposed. He added that the Plat Amendment also complied with off-site parking requirements in that since there would be no change of use, the requirements would remain the same.

Planner Cawley expressed that there was Good Cause in that this Plat Amendment would allow for flexibility of office space uses without modifying the exterior of the building, increasing the square footage, or increasing the parking requirements. Staff recommended the Commission review the proposed Plat Amendment, conduct a public hearing, and consider approving the Plat Amendment.

Chair Hall invited clarifying questions.

PENDING APPROVAL

Commissioner Shand sought clarification that the Condominium Association required no spaces could be smaller than 1,000 square feet. He noted the applicant was looking at making two smaller spaces into a single larger space.

Jon-Eric Greene, President of Park City Surgical and Medical Plaza Association, Inc., clarified that the Condominium Declaration also included a provision that allows two adjacent units to be combined for functional use. These two units were therefore allowed to be used as one functional unit without amending the plat; however, because that was inconsistent with Code regulations, they submitted this proposal. He surmised that the Code was written primarily for residential units. He noted that they had a tenant who occupied 100% of one of these units and wanted to expand into a portion of the adjacent unit. He confirmed that the same owner owned both of these units.

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

MOTION: Commissioner Suesser moved to APPROVE 1850 Sidewinder Drive – Plat Amendment, pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval set forth in the Draft Final Action Letter, as follows:

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).

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.

PENDING APPROVAL

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 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.

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.

PENDING APPROVAL

18. Because the Plat Note restricts 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.

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.

PENDING APPROVAL

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.

Commissioner Sigg seconded the motion.

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

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.

Planner Cawley mentioned that Dave Gustafson, Project Manager with the Engineering Department, and Tim Sanderson, Transportation Director, were present in chambers. Sara- Rush Mabry, Park City Transit was present on Zoom. Planner Cawley stated that the recommendations before the Commission related specifically to public transit amenities. They are also involved in the establishment of Public Transit Amenity Areas. He explained that the Code already included provisions that allowed for the installation of public transit amenities. This can be done through a Master Planned Development or Affordable Master Planned Developments. As a standalone, and depending on the zoning, there are also Essential Municipal Public Utility Use Facilities Service Structures that could be permitted on public or private property. With the exception of the Frontage Protection Zone, Planner Cawley stated there was no provision for a standalone amenity that straddles the City Right-of-Way and private or City-owned property. These amendments address those situations.

Planner Cawley reported that Park City Transit received approximately $43 million in various grants, and was using the funds to expand the electric bus fleet and install electrical bus chargers. These support the City's net-zero goals. He stated that the first charger would be installed on the western boundary of the Public Works campus on Shortline Road, in the General Commercial Zoning District. The charger would be located in the property Setbacks and would extend into the Right-of-Way. He stated that under the current Code, this installation would not be possible because of its location.

Planner Cawley presented a map depicting the Frontage Protection Zone, highlighted in green. The Frontage Protection Zone touches Park Avenue, Kearns Boulevard, Marsac Avenue, and Deer Valley Drive. Within these areas, bus shelters or bus lanes may be installed with an administrative permit. He referenced General Plan, Goal 3, which encourages alternative modes of transportation on a regional and local scale to maintain Park City's small-town character. The General Plan also speaks to prioritizing efficient public transportation and improving access to, and efficiency and experience of public transit.

Planner Cawley highlighted the four goals of these amendments:

- To define Public Transit Amenity Area;
- Establish the requirements that allow for the construction and maintenance of a Public Transit Amenity Area;
- Add these as allowed uses, subject to an administrative permit in certain Zoning Districts; and

PENDING APPROVAL

- Exempting these from Zoning District Setback restrictions.

He presented the definition of Public Transit Amenity Area and stated that this definition was designed to provide some flexibility and align with the Federal Transportation Administration's definition. They wanted a definition that would encompass the changes over time. He explained that the Public Transit Amenity Areas would require an administrative permit based on Staff level review and approval. Both the Planning Director and the City Engineer would need to review and approve these Public Transit Amenity Areas. He noted that this would allow for an exception to the Front Setback regulations. These amenities would include, but not be limited to, bus shelters, bus pullouts, and electric bus charging equipment.

Planner Cawley stated that these amendments would enact Section 15-4-24, which outlines the requirements for installation of the Public Transit Amenity Area, as well as the requirements for review of the proposed Amenity Area. The amendments would also allow these Amenity Areas as an allowed use in Historic Residential – Medium, Historic Recreation Commercial, Historic Commercial Business, General Commercial, Light Industrial, Frontage Protection, and Entry Corridor Protection Overlay. This would accommodate the expansion and improvements of key areas of the transit system.

Planner Cawley read the proposed language that "Public Transit Amenities, including bus pullouts, patron waiting shelters, electric bus charging equipment, and similar amenity infrastructure, would be allowed" in zones where these would be an allowed use.

In the Frontage Protection Zone, the language would provide a clarification to the existing requirements that the Public Transit Amenity Area "would be included as an Essential Public Facility." They also changed the language to "*shall* require an administrative permit."

Within the Entry Corridor Protection Overlay, Planner Cawley highlighted the addition that "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." He noted that within this zone there is quite a large Setback, so it was important to add this as an exception to the Setback. He explained that the reasoning behind this change was that the Entry Corridor Protection Overlay extends beyond where the Frontage Protection Zone would allow for these to be installed.

Planner Cawley stated that the recommendation was for the Planning Commission to review the proposed LMC Amendments, conduct a public hearing, and consider forwarding a positive recommendation for the City Council's consideration on May 16, 2024.

Chair Hall invited clarifying questions from the Commission.

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

Commissioner Suesser asked to see the definition of a Public Transit Amenity Area and asked if a sidewalk would fall within this definition. Director Ward noted that while sidewalks were already a Setback exception, it could be part of this definition. She added that in the current zoning regulations, anything that is at grade, such as a sidewalk, trail, or pathway, was already allowed in Setbacks.

PENDING APPROVAL

While a sidewalk could be a part of a Public Transit Amenity Area, they did not include it in the definition because they were already allowed within the Setbacks. She further explained that this definition was intended to address transit facilities that are split between private property and the Right-of-Way. She noted that some of the City's bus shelters were in the Right-of-Way so they do not go through the Planning permitting process; however, the ones that are partially on private property and need to be adjacent to the Right-of-Way, are currently addressed in the Code in the Frontage Protection Zone only. The amendments were intended to open that up to allow for those transit improvements when they would straddle between the private property and right-of-way. Commissioner Suesser asked if that would be a condemnation of the private property.

Director Ward stated that for a bus facility proposed to be installed on City-owned property in the General Commercial zone, the structure could not be installed in the Setback. Therefore, it would still be adjacent to the Right-of-Way, but now transit would need to go through a land use permit for what would be located on private property. She noted there were some transit stops that abut private property that either have an easement or the City purchased the property.

Commissioner Frontero felt the definition was fine, but was concerned with the inclusion of "bus electric charging equipment." He felt that buses pulled over in the Frontage Protection Zone to charge would be inconsistent with the Frontage Protection Zone Code. He felt strongly that they could not have that in town. He did not believe that installing a charging station in those areas highlighted in green and yellow was consistent with the goals of the Code.

Director Ward sought clarification that Commissioner Frontero was referring to both the Frontage Protection Zone and the Entry Corridor Protection Overlay. Commissioner Frontero believed it would be inconsistent to have buses pulled over and charging along the areas highlighted in green and yellow. He suggested amending the definition so they have a special place for the charging stations. He would like to put them behind buildings or in other inconspicuous places.

Director Ward asked Project Manager Gustafson to clarify the proposal for the installation on Shortline Road. Project Manager Gustafson stated that the charging station would be located in the bus pullout, so the bus would not be sitting in the road, per se. He stated that the proposal for Shortline Road was essentially the same as what was installed at the Old Town Transit Center and Kimball Junction Transit Center. He stated the only difference was it would involve a different provider of the charging equipment for the new Gillig buses. He stated the buses would come up Shortline Road to the north, and pull over to the right to charge for 8 – 10 minutes.

Commissioner Suesser pointed out that Shortline Road was not in the Frontage Protection Zone. She asked if there was a large bus depot near that bus pullout. Project Manager Gustafson confirmed and stated that the intent was to charge the buses with an overhead charger, which charges much faster than the plug-in charger.

Commissioner Van Dine asked if there were plans to install any of these chargers along Kearns Boulevard, SR-224, or SR-248. Project Manager Gustafson stated there were no current plans.

Commissioner Frontero stated that was good to hear, but he would like that memorialized somehow. Commissioner Suesser concurred and stated the charging stations would not be appropriate on those corridors.

PENDING APPROVAL

Commissioner Frontero felt that a bus charging for 10 minutes in a pullout was fine, but he would be more comfortable adding language that would limit or preclude the charging station.

Project Manager Gustafson explained that the reason they have the charger on Shortline Road and the Transit Center is that it would also take into account changing out the bus driver. He noted it was not a bus stop. He confirmed that Shortline Road was a great location based on the Commission's discussions. He could foresee that the future development of facilities at Deer Valley or Park City Mountain Resort might have a charging station. As it stood now, there was also a charging station at the Kimball Junction Transit Center.

Commissioner Shand proffered that the Commission was fine with the charging station at Shortline Road and installing a charger at the Resort Center; however, those chargers were baked into this amendment to the LMC that includes the Entry Corridors and Frontage Protection Zones. He suggested amending the language so that charging stations do not show up on SR-248 or SR-224.

Director Ward stated they could amend the Pending Ordinance to prohibit charging stations in these areas since right now it was allowed. Staff could refine the language for those two overlays so that it was clear that Entry Corridors and Frontage Protection Zones were protected specifically for the charging equipment, and leave the Draft Ordinance as is with the other allowances. She mentioned that the new Transportation Planning Director, Tim Sanderson, was present. Director Sanderson stated that from an operational perspective, the intention was not to install this equipment in these corridors, nor was it part of the Standard Operating Procedure for the location of the chargers, as they were made for the end of the line and not the middle of the street. He added that they were not necessarily going to install many more chargers, and as long as they were at these key locations they could serve multiple buses. He also noted these chargers were an interim technology, and as new products come online they likely would not require chargers as the technology evolves.

Commissioner Frontero appreciated these comments and felt there was consensus to alter the language to address these comments.

Director Ward suggested they would need to add language to the Frontage Protection Zone and the Entry Corridor Protection Overlay because Essential Public Facilities was a pretty broad definition. They would want to amend the language to clarify that it excludes the charging infrastructure, and they could work with the City Attorney's office to clarify the specific language. She referenced Lines 598 - 602 of the Draft Ordinance relating to the Frontage Protection Zone. As the language for the Entry Corridor mirrors the language in the Frontage Protection Zone, they would need to amend Lines 643 – 645 to reflect that Essential Public Facilities were allowed with the exception of electric bus charging infrastructure. Commissioner Frontero stated those changes would address his concerns.

Commissioner Suesser was not comfortable with this amendment and tried to understand exactly what it would capture beyond the language currently in the Code, other than the electric charging stations. She requested input on what prompted these changes.

Planner Cawley explained the key point was the straddling between public Right-of-Way and private property and being able to establish these facilities in those locations, which would in turn allow them in more locations. Currently, these were only allowed in the Frontage Protection Zone, whereas these amendments would allow them to occur in other areas. He mentioned that in the

PENDING APPROVAL

General Commercial zone, a charger could not be installed, as it would be required to be outside the Setbacks. These amendments would allow the facility to be in the Setback and the public Right-of-Way.

Commissioner Van Dine added that these amendments would establish these as accepted uses in other zones when they are already allowed in the Frontage Protection Zone.

MOTION: Commissioner Van Dine moved to forward a positive recommendation for Land Management Code Amendments to Define Public Transit Amenity Area as an Allowed Use Within Setbacks that Require an Administrative Permit in the Listed Zoning Areas and Overlays, as amended pursuant to the discussions herein, for City Council's consideration on May 16, 2024. Commissioner Frontero seconded the motion.

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

Commissioner Frontero confirmed that the Commissioners in chambers would not get together after this meeting.

7. ADJOURNMENT

MOTION: Commissioner Van Dine moved to adjourn.

The meeting adjourned at approximately 8:10 PM

PENDING APPROVAL

PUBLIC TRANSIT AMENITIES

LAND MANAGEMENT CODE



DRAFT

PARK CITY 1884

PUBLIC TRANSIT AMENITIES

Master Planned Development

Affordable Master Planned Development

Installation in City Right-of-Way

Standalone Essential Municipal Public Utility Use, Facility, Service, Structure on public or private property

No provision for standalone Amenities that straddle City ROW and private or City-owned Property/setbacks outside FPZ

PENDING APPROVAL

PUBLIC TRANSIT AMENITIES

Park City Transit received $43 million in grants

Expand electric bus fleet – support net-zero goal

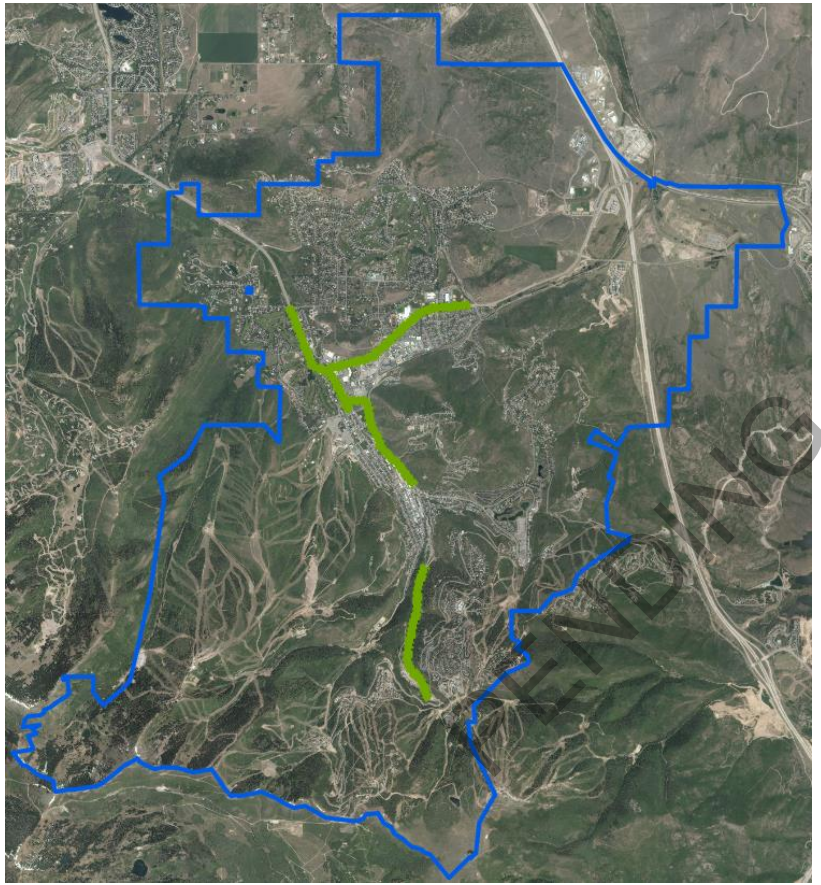
Add overhead electric bus charger at the western boundary of Public Works Campus (Shortline Road)

Charger will be in the property setbacks and extend into the Right-of-Way (General Commercial Zoning District)

PENDING APPROVAL



PUBLIC TRANSIT AMENITIES



PENDING APPROVAL

Frontage Protection Zone

Park Ave, Kearns Blvd, Marsac Ave, & Deer Valley Dr.

Bus shelters

Bus lanes

Administrative Permit

PUBLIC TRANSIT AMENITIES

General Plan Goal 3 – “Encourage alternative modes of transportation on a regional and local scale to maintain our small-town character”

Objective 3B – Prioritize efficient public transportation

Community Strategy 3.11 – Improve access to, efficiency, and experience of public transit.

PENDING APPROVAL

PUBLIC TRANSIT AMENITIES

1. Define Public Transit Amenity Area
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.

PENDING APPROVAL

PUBLIC TRANSIT AMENITIES

PENDING APPROVAL

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, and bus pull-outs, bus shelters, bus electric charging equipment, benches, signage, and bike racks.

PUBLIC TRANSIT AMENITIES

Public Transit Amenity Areas

Administrative Permit (staff level)

Planning Director and City Engineer review and approval

Front Setback

Include but not limited to:

- Bus shelters
- Bus pull-outs
- Electric bus charging equipment

PENDING APPROVAL

PUBLIC TRANSIT AMENITIES

Enact § 15-4-24

- 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.

PENDING APPROVAL

PUBLIC TRANSIT AMENITIES

Allowed Use in:
Historic Residential – Medium Density
Historic Recreation Commercial
Historic Commercial Business
General Commercial
Light Industrial
Frontage Protection
Entry Corridor Protection

Accommodate expansion and improvements in key areas of the transit system.

PENDING APPROVAL

PUBLIC TRANSIT AMENITIES

Proposed language for Zoning Districts:

Public Transit Amenities, including bus pull-outs, patron waiting shelters, electric bus charging equipment, and similar amenity infrastructure.

FPZ proposed 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.

PENDING APPROVAL

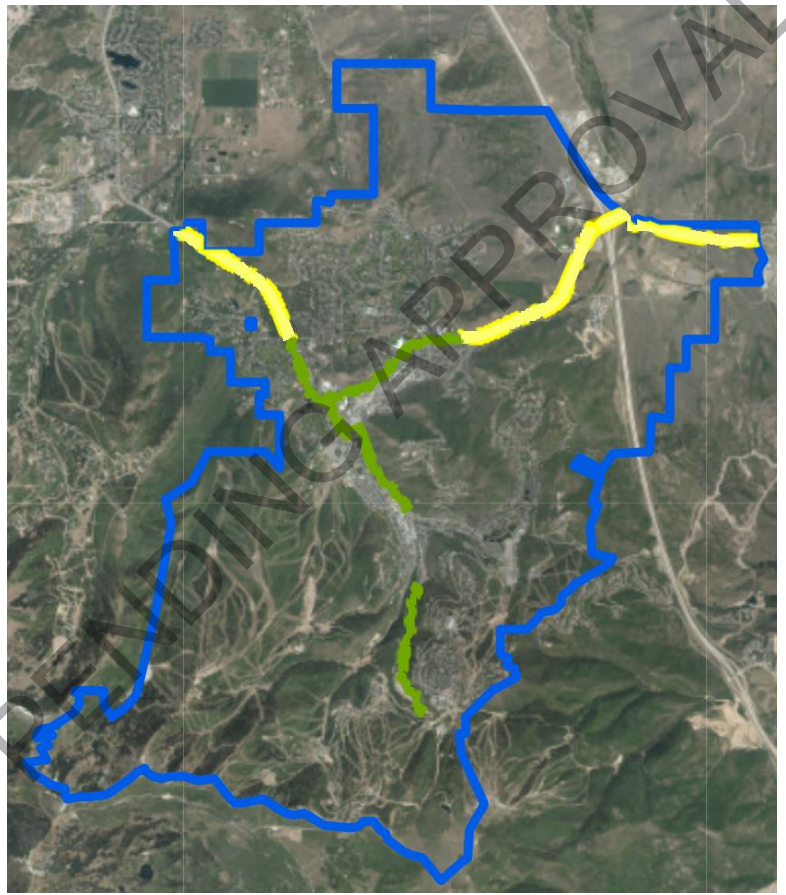
PUBLIC TRANSIT AMENITIES

Proposed language for ECPO:

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.

PENDING APPROVAL

PUBLIC TRANSIT AMENITIES



PENDING APPROVAL

PUBLIC TRANSIT AMENITIES

Recommendation

Review the proposed LMC amendments, conduct a public hearing, and consider forwarding a positive recommendation to the City Council for consideration on May 16, 2024.

PENDING APPROVAL

844 Empire Avenue

Plat Amendment

Background

On March 13, 2024, the Planning Commission held a public hearing and denied (4-2) the 844 Empire Avenue Plat Amendment request. The Commission directed staff to return April 10, 2024, with a Final Action Letter detailing the Commission's Findings for ratification.

This evening's scope of review is to determine if the Final Action Letter is complete with the Findings of Fact listed by the majority of the Commission.

PENDING APPROVAL

Recommendation

The Planning Commission (I) review the Final Action Letter denying the Plat Amendment for 844 Empire Avenue removing a plat note, and (II) consider ratifying the Final Action Letter.

PENDING APPROVAL

PARK CITY SURGICAL & MEDICAL PLAZA CONDOMINIUM

PLAT AMENDMENT



PENDING APPROVAL

PARK CITY
1884

1850 SIDEWINDER

Combine the office space of Units 320 and 420.

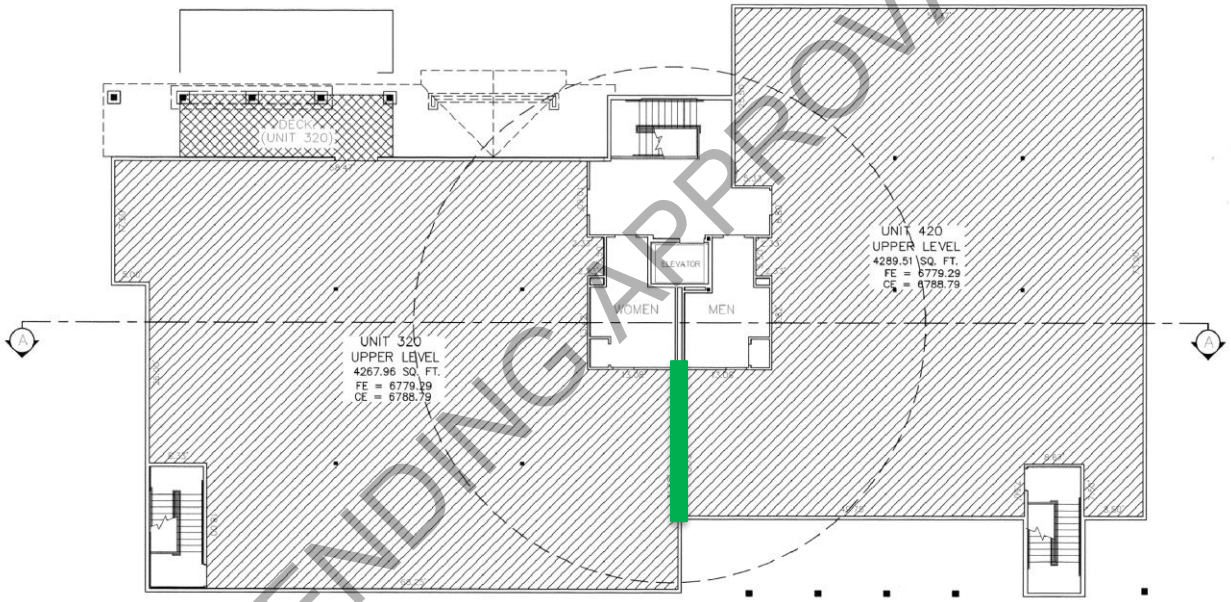
A 15.75-foot common platted wall separates the units.

The Condominium Declaration allows for unit owners to create smaller interior office units within platted units, no less than 1,000 square feet, and approved by the Board of Trustees.

LMC § 15-7.1-6(G) regulates the requirements to amend the condominium record of survey to accommodate this proposal.

PENDING APPROVAL

1850 SIDEWINDER



PENDING APPROVAL

1850 SIDEWINDER

The proposal complies with the GC Zoning District and Frontage Protection Zone requirements.

The plat amendment complies with Off-Site Parking requirements.

There is Good Cause because it allows for flexibility of office space uses without modifying the exterior of the office building and does not increase square footage or increase parking requirements.

PENDING APPROVAL

1850 SIDEWINDER

Review the proposed plat amendment, hold a public hearing, and consider approving the Plat Amendment.

PENDING APPROVAL

PARK CITY PEAKS HOTEL

ONE YEAR FOLLOW-UP

PENDING APPROVAL

PEAKS HOTEL

July 2023 Approval

- Summer – Last week of May to first week of October.
- Private event only.
- Winter – Last week of November to second week of April.
- Use of hotel guests.
- Operational (Fire) Permit required each install.



PENDING APPROVAL

PEAKS HOTEL

Conditions of Approval required by Planning Commission from July 2023 Final Action Letter.

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.

PENDING APPROVAL

PEAKS HOTEL

LMC § 15-3-7 authorizes the Planning Commission to reduce parking requirements.

Required Parking: 168.2 spaces

Available Parking: 135 spaces

Parking Study Summer 2023 – July 17 to August 1

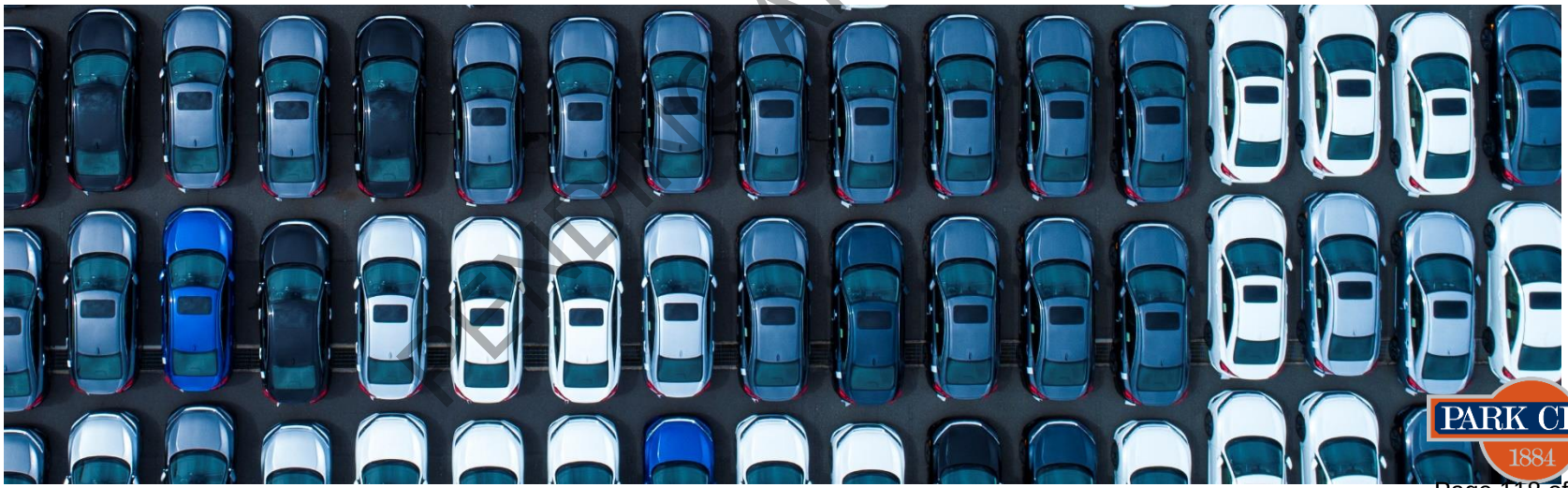
Reached capacity one Friday (7/8, 6:00 PM) and dropped the next hour.

PENDING APPROVAL

PEAKS HOTEL

Parking Study 2024 President's Day weekend – Highest number of cars parked, 91 at 7:00 PM on Saturday (2/17).

Parking did not reach capacity.



PENDING APPROVAL

PEAKS HOTEL

Parking Management Plan

- Two on-site bike racks (36 total).
- 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 events.
- Directional signs to the garage entrance.
- Parking requirements outlined on guest contracts.

PENDING APPROVAL

PEAKS HOTEL

Does the Planning Commission find the parking studies during peak summer and winter seasons and the parking management plan provided by the Applicant adequately mitigate the request for a parking reduction (33 spaces) for the Applicant's continued installation of the Tent as conditioned in the July 26, 2023, approval?

PENDING APPROVAL

Planning Commission
Staff Report

Subject: **1300 Snow Creek Drive**
Application: **PL-23-05780**
Author: **Virgil Lund, Planner I**
Date: **April 24, 2024**
Type of Item: **Modification to a Master Planned Development**

Recommendation

(I) Review the proposed Modification to the Snow Creek Master Planned Development, and (II) determine whether the Modification is minor or substantive.

Description

Applicant:	Kent Gibson
Location:	1300 Snow Creek Drive
Zoning District:	Residential Development – Medium Density Regional Commercial Overlay Snow Creek Crossing Master Planned Development
Adjacent Land Uses:	Commercial, Open Space
Reason for Review:	The Planning Commission reviews and determines whether a Modification to a Master Planned Development is minor or substantive.[1]

DA Development Agreement
GC General Commercial
LMC Land Management Code
MPD Master Planned Development
RCO Regional Commercial Overlay
RDM Residential Development – Medium Density

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

Summary

The Applicant proposes to increase the number of Parking Spaces at the Snow Creek Shopping Center which is part of the Snow Creek Master Planned Development (MPD) and Snow Creek Crossing Subdivision (Exhibit B). There are 324 existing Parking Spaces. The Applicant proposes constructing an additional 29 Parking Spaces with two Electric Vehicle Charging Stations.

[1] LMC § 15-6-4(K)

Staff requests the Planning Commission determine whether the modification to the Snow Creek Master Planned Development is minor or substantive.[2]

Background

On April 14, 1993, the Planning Commission denied a Large Scale MPD at 1300 Snow Creek Drive. The application was denied due to the large amount of commercial space, the configuration of stores, and the amount of parking and the parking configuration (Exhibit E).

On May 13, 1993, the City Council heard an appeal of the Planning Commission denial and approved the Large Scale MPD on the Snow Creek parcel. This approval did not include the residential portion of the proposal. The approval included broad site planning parameters, some detail on the commercial portion of the site including size and configuration (Exhibit F).

On September 23, 1993, the Planning Commission approved the Master Planned Development (MPD) with 90,500 square feet of commercial shopping space with 446 Parking Spaces to be developed in three phases. Phase 1 Parking was not to exceed 365 spaces (Exhibit A). The three phases were never completed, and only 360 Parking Spaces were constructed.

On October 11, 1995, the Snow Creek Crossing Subdivision Plat was recorded, Summit County Recorder Entry No 439865. Parcels A, B, and C on the recorded plat are non-developable Open Space parcels, totaling 24.137 acres and were dedicated to Park City Municipal Corporation. Parcel D is also considered a non-buildable Lot unless a revised MPD Approval and Conditional Use Permit for the Frontage Protection Zone are obtained.

[2] LMC § 15-6-4(K)

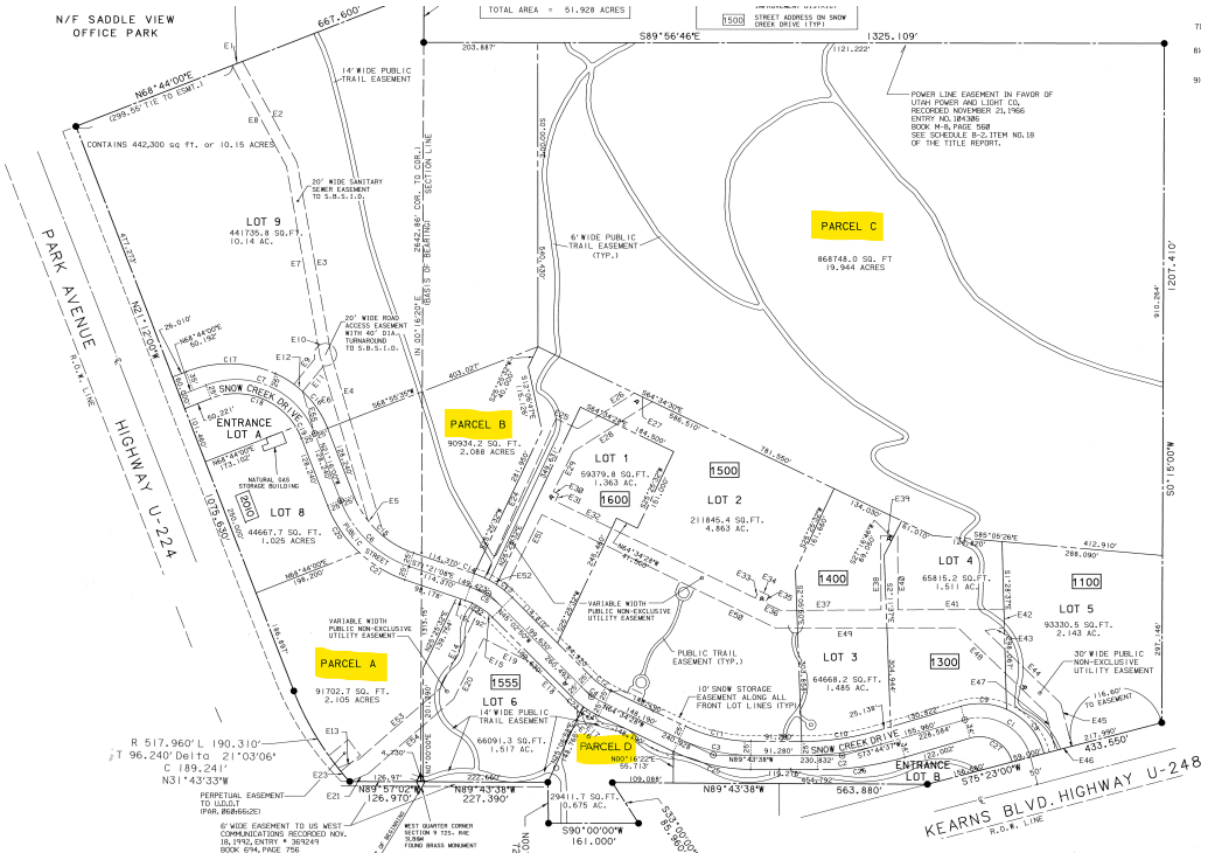
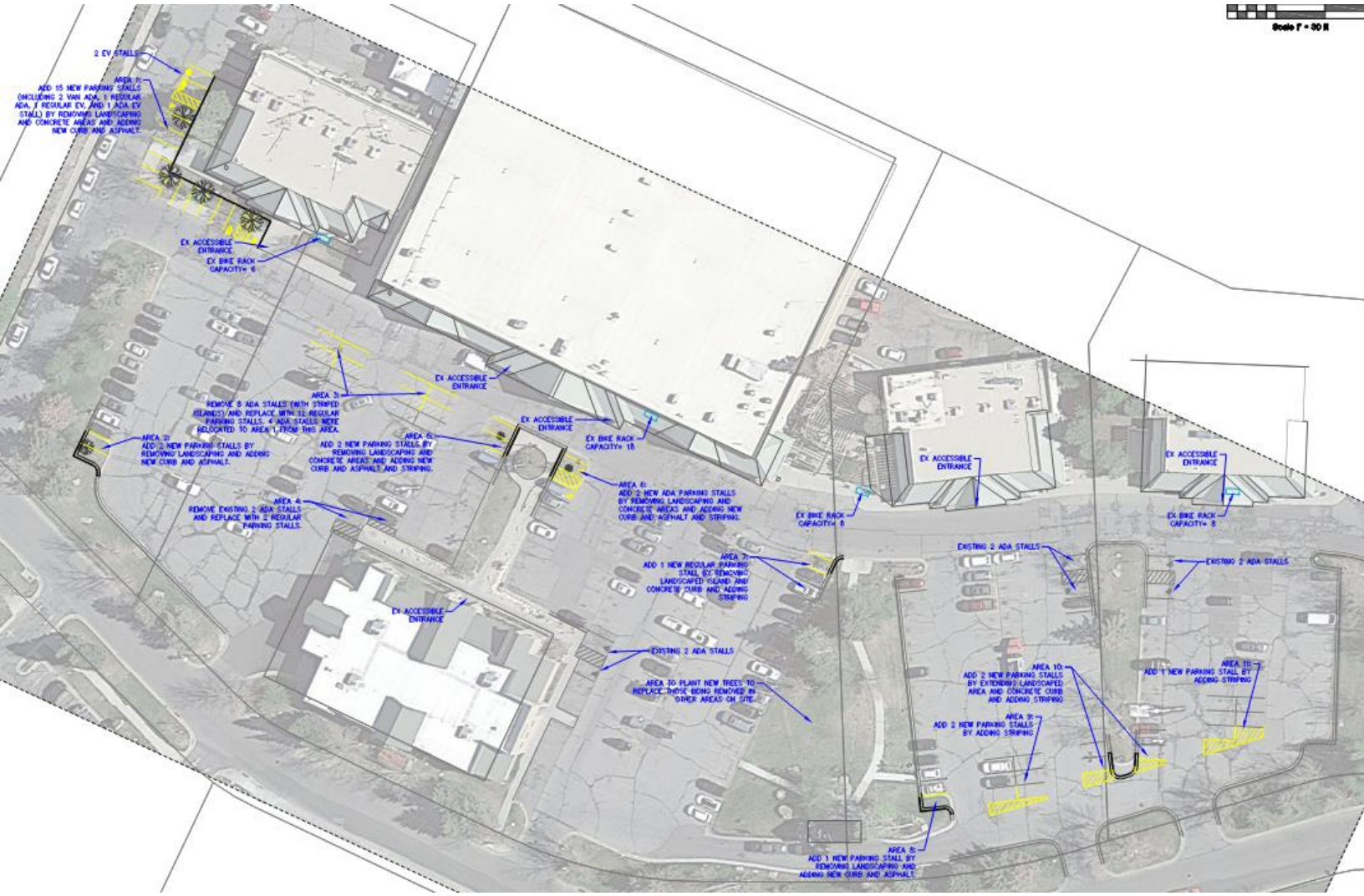


Figure 1: Snow Creek Crossing Subdivision with non-developable parcels highlighted

On April 13, 2006, the City Council executed a Memorandum of Understanding (MOU) with the Utah State Division of Facilities Construction and Management (DFCM) for a liquor store in the Snow Creek Shopping Center. In the MOU, the City and DFCM agreed that the Snow Creek Shopping Center best met the DABC's site selection criteria and local needs (Exhibit C). The State is exempt from local land use regulations. The property was transferred from Snow Creek Center, LLC to the Utah State Building Ownership Authority in June 2006. It is estimated that the liquor store removed approximately 42 Parking Spaces from the parking lot.

Pursuant to Land Management Code (LMC) § 15-3-6(B), the existing uses at the Snow Creek Shopping Center require 396 Parking Spaces. The Applicant provided a Site Plan (see image below) that shows there are 324 existing Parking Spaces for the Snow Creek Shopping Center. The Applicant proposes to increase the amount of Parking Spaces to 353 Parking Spaces with two Electric Vehicle Charging Stations, making the property consistent with LMC Chapter 15-3, Off Street Parking Requirements.



Analysis

(I) The proposal to increase the number of Parking Spaces at the Snow Creek MPD complies with the original MPD Approval.
The original Snow Creek MPD was approved on September 23, 1993, with a total of 446 Parking Spaces. 360 Parking Spaces were constructed, and there are 324 existing Parking Spaces. The proposal to add 29 Parking Spaces will make the Parking Area consistent with the original MPD Final Action Letter Approval.

(II) The proposal to modify the Master Planned Development complies with the Minor Modification Criteria outlined in LMC 15-6-4(K).

LMC § 15-6-4(K) states the Planning Commission shall determine whether a proposed modification to an approved MPD is minor or substantive. Minor modifications do not

trigger additional Off-Street Parking, do not reduce Open Space, and do not increase traffic by 5% or more. The Planning Director takes Final Action on minor modifications to MPDs through an Administrative Permit.

Substantive modifications create additional impacts and require review of the entire MPD and Development Agreement. This includes modifications to a Finding of Fact or a Condition of Approval, a change in Use or increase in Floor Area that triggers additional Off-Street Parking, or a change in use that increases traffic or reduces Open Space.

Changes to a Finding of Fact or Condition of Approval

On September 23, 1993, the Planning Commission approved the Master Planned Development (MPD) for a 90,500-square-foot commercial shopping center. Finding of Fact number two from the Final Action Letter states that 446 parking spaces were to be developed in three phases. The three phases were never completed, and only 360 Parking Spaces were constructed. The Applicant proposes to bring the MPD into greater compliance with this Finding of Fact by constructing 29 additional Parking Spaces. There are no proposed changes to Conditions of Approval from the MPD Final Action Letter.

Change in Use or Increase in Floor Area that triggers additional Off-Street Parking or Traffic

The proposed Modification will not trigger an increase in additional Off-Street Parking since there is no change of Use or increase in Floor Area. The proposal does not trigger a Traffic Impact Study (TIS) based on the Park City TIS Guidelines because there is no increase in square footages or changes to existing uses.

Changes to Open Space

LMC § 15-6-5(D) outlines Open Space requirements for MPDs: “The minimum Open Space requirement for redevelopment of existing Developments shall be thirty percent (30%).” The Landscaped Open Space of the Parking Area is proposed to decrease by approximately 2,793 square feet, for a proposed 55,790 square feet of Landscaped Open Space, approximately 38% of the Parking Area, and therefore continues to meet the required 30% of Open Space.

None of the dedicated Open Space Parcels that total 24 acres are affected by this proposal.

The proposed modification to the MPD complies with the LMC for the underlying Zoning District, the overlay, and all Off-Street Parking Requirements.

The proposed Modification helps to bring the Site into compliance with the original approved number of Parking Spaces and provide two Electric Vehicle Charging Stations that will be open for the General Public.

(III) The Development Review Committee reviewed this proposal on September 19, 2023, and does not require any Conditions of Approval.[3]

(IV) The Building Department reviewed the proposal on March 1, 2024, and confirmed the proposal complies with all ADA requirements for handicapped and accessible Parking Spaces.

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 on April 10, 2024. The *Park Record* published notice on April 10, 2024.[4]

Public Input

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

Exhibits

Exhibit A: Original MPD Final Action Letter
Exhibit B: Summit County Recorder Entry No 439865
Exhibit C: Memo of Understanding
Exhibit D: Proposed Plans
Exhibit E: April 14, 1993, Planning Commission Minutes
Exhibit F: May 13, 1993, City Council Minutes

[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 J

BROOKS

FYI -

Final C of A's

PARK CITY
1884

Office of The Mayor

Snow Creek Crossing
Exhibit B - Final Conditions of Approval for Commercial Portion

November 9, 1993

Jeffrey Coleman
Project Coordinator
Pyramid Construction Company
P.O. Box 369
Ramsey, New Jersey 07446-0369

Re: Appeal of two conditions of a Planing Commission approval of a conditional use approval of September 22, 1993 on master planned development at the Snowcreek Parcel site - Pyramid Construction

Dear Jeff:

Enclosed are the approved October 14, 1993 minutes on the above captioned action where the City Council reversed the Planning Commission's conditions.

With regard to Condition No. 17, parking, the City Council requires that before building permit issuance, Pyramid and the City will enter into a mutually acceptable agreement which allows the City to use a portion of the parking lot for overflow parking for special events and that Phase 1 parking not exceed 365 spaces.

With regard to Planning Condition No. 19, the Council substituted language that after a joint meeting(s) with the City Council and the Planning Commission, convened to arrive at a consensus regarding direction to you on the residential element of the project, Pyramid will have 90 days to submit an application for a small scale MPD/CUP for the affordable residential portion.

If you have any questions, please give me a call.

Very truly yours,

Janet M. Scott
Deputy City Recorder

September 24, 1993

Pyramid Construction
P.O. Box 369
Ramsey, NJ 07446

NOTICE OF PLANNING COMMISSION ACTION

Project Name: Snow Creek

Project Description: Commercial MPD

Date of Meeting: September 23, 1993

Action Taken By Planning Commission: APPROVED

1. All the standard conditions of approval shall apply.

2. The approval is for a 90,500 sq. ft. commercial center with 446 parking spaces to be developed in three phases. The retail anchor shall be no more than 52,500 sq. ft. the site development plans dated August 20, 1993 and architectural drawings dated September 1, 1993 shall accompany these conditions of approval. These conditions may require changes or additional detail from those plans.

3. Final grading, drainage and utility plans shall be required to be approved by the City Engineer.

4. A Center maintenance and management plan shall be developed and approved which specifies ownership and maintenance responsibilities. The parking shall be commonly owned and not restricted to any use of structure. The plan shall insure maintenance of public amenities such as trails, walkways, bike racks, bus shelters, drinking fountains, benches and landscaping.

5. No outdoor display of merchandise will be allowed anywhere in the Center. Outdoor dining may be considered by the Planning Commission as a conditional use.

6. A final trails plan shall be submitted and approved prior to building permit issuance which shall be consistent with the proposed trails plan with the following changes:

   -The separated pathway along Hwy. 224 is not necessary since UDOT has constructed a sidewalk.

-The trail along the old railroad grade shall be 10 ft. asphalt and 4 ft. soft surface as shown on the plan. The section shall be modified to show 6" of compacted base, 3" of asphalt top course and weed barriers under the wood chip soft surface.

-Trails which cross wetlands will need to be boardwalks. The design shall be approved by the staff.

-A minimum of 10 ft. of separation is necessary between the pedestrian path and the access road.

-A trail connection shall occur between the sidewalk along Hwy. 224 and the railroad grade trail.

-The northerly point of the railroad grade trail may need to be relocated slightly based upon current negotiations with adjacent property owners.

-The gravel trails shall contain a weed barrier. All trails shall be constructed concurrent with construction of Phase I. A security shall be posted to insure installation of the trails prior to building permit issuance. The trails shall be completed prior to Certificate of Occupancy on the anchor retail space.

7. The Landscape Plan shall be modified to incorporate the comments of the City's Landscape Architect and shall include:

-Final planting details on the planter areas adjacent to the buildings.

-More detail on sod-bed areas which shall include massing of materials.

-Sections are required through the planters along the south end of the parking lot. There shall be some grade change in these areas. The intent is to screen parking areas from Hwys. 224 and 248.

-A specific berming plan shall be required for the storm pond retention areas along the northwesterly facade of the building.

-A temporary landscape plan shall be required for phases not to be built initially.

-Irrigation plans shall be submitted and approved.

-A security shall be posted prior to building permit

issuance to insure installation of all landscaping associated with Phase I. The access road along Hwys. 224 and 248 and areas not constructed in Phase I shall be included in this security.

-The final plans shall include specifics on size of materials. The materials shall be of significant size and mix to adequately screen parking from Hwys. 248 and 224.

8. A detailed streetscape plan shall be submitted by the applicant and approved by the staff which shall address:

-Paving details.

-Benches.

-Structures such as phone booths, drinking fountains, trash receptacles and bike racks.

9. Final lighting details shall be approved by the staff.

10. Restrooms shall be made available to the public between buildings C and D.

11. A plan for the wetlands crossing shall be submitted prior to permits being issued for <u>any</u> improvements on the site. The bridge detail shall address a separated pedestrian crossing.

12. All necessary permits must be obtained from other agencies including the Army Corps of Engineers and UDOT.

13. Any freestanding signs shall be separately approved by the Planning Commission.

14. Final architectural details shall be approved by staff prior to building permit issuance which shall include:

-Final approval of materials and color.

-Wrapping the roof detail around the northwest side of the buildings B and C and the east side of building E is required.

what is D, E + F

15. Final details on screening of dumpsters and the trash compactor shall be approved.

16. The exact location and design of the bus shelter shall be reviewed and approved by staff. A detailed plan shall be submitted which includes details of the shelter and details of

the significant landscaping which shall be required in the area.

17. ~~Prior to building permit issuance, the applicant shall submit and the staff shall approve a plan to phase parking for Phase I of the development. No more than 300 spaces shall be permitted to be constructed initially. The areas not to be paved at this time will be landscaped temporarily to blend with the balance of the landscape plan. Within 12 months of full occupancy of Phase I, the Planning Commission will evaluate the demonstrated need for the additional parking.~~

18. When the Top Stop applies for remodeling of the use, the improvements shall be made compatible with this approval.

19. ~~Prior to Building Permit issuance for the commercial project, a small scale MPD/CUP shall be approved for the residential portion of the Snow Creek Large Scale MPD.~~

Nora L. Seltenrich 9/26/93

Nora L. Seltenrich, AICP — Date
Planning Director

cc: Jack Thomas, AIA

ACKNOWLEDGEMENT

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

Date 11/19/93

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.

SNOW CREEK CROSSING SUBDIVISION

LOCATED IN THE
NORTHWEST QUARTER SECTION 9 AND
NORTHEAST QUARTER SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

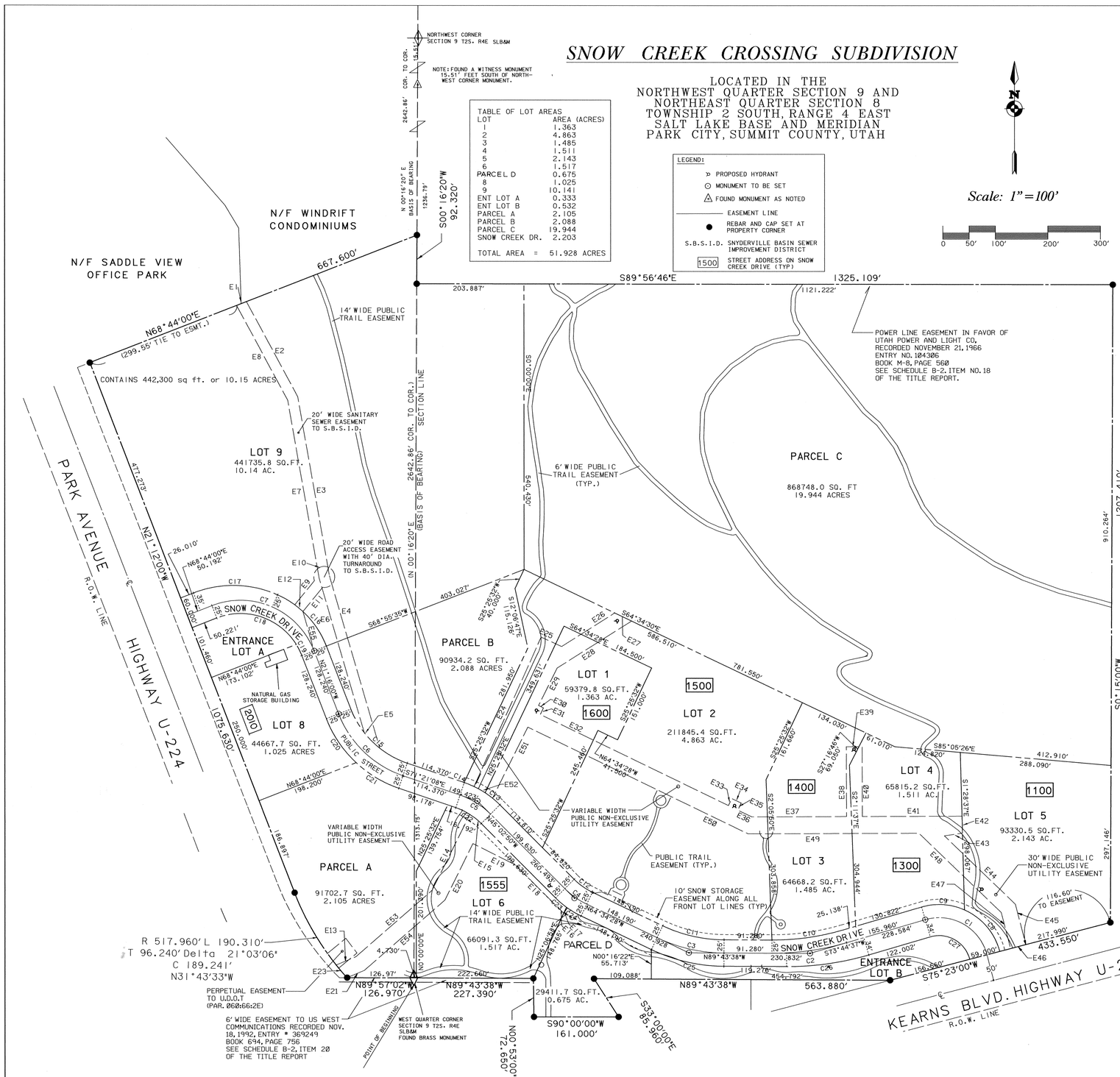


TABLE OF LOT AREAS	
LOT	AREA (ACRES)
1	1.363
2	4.863
3	1.485
4	1.511
5	2.143
6	1.517
PARCEL D	0.675
8	1.025
9	10.141
ENT LOT A	0.333
ENT LOT B	0.532
PARCEL A	2.105
PARCEL B	2.088
PARCEL C	19.944
SNOW CREEK DR.	2.203
TOTAL AREA =	51.928 ACRES

LEGEND:
- PROPOSED HYDRANT
- MONUMENT TO BE SET
- FOUND MONUMENT AS NOTED
- EASEMENT LINE
- REBAR AND CAP SET AT PROPERTY CORNER
- S.B.S.I.D. SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT
- 1500 STREET ADDRESS ON SNOW CREEK DRIVE (TYP.)

Scale: 1" = 100'

0 50' 100' 200' 300'

GENERAL NOTES:

1) ENTRANCE LOTS 'A' & 'B' ARE NON-BUILDABLE LOTS, EXCEPT FOR LANDSCAPING, UTILITIES, AND SIGNAGE. BOTH LOTS ARE NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS.

2) PROPERTY OWNERS ARE RESPONSIBLE FOR FUTURE SANITARY SEWER MANHOLE ADJUSTMENTS AND MANHOLE COLLAR REPAIRS FOR THE SEWER MANHOLES LOCATED OUTSIDE THE PUBLIC RIGHT OF WAY, AND NOT COVERED BY A BACKLOT SEWER MAINTENANCE AGREEMENT.

3) PARCELS A, B & C ARE NON-DEVELOPABLE OPEN SPACE PARCELS TO BE DEDICATED, BY DEED CONVEYANCE, TO PARK CITY CORPORATION.

4) DEVELOPABLE LOTS 5, 6 & 9 WILL BE REQUIRED TO OBTAIN INDIVIDUAL SANITARY SEWER LINE EXTENSION AGREEMENTS FROM SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT PRIOR TO ISSUANCE OF BUILDING PERMITS.

5) SNOW CREEK DRIVE IS TO BE DEDICATED TO PARK CITY CORPORATION AS A PUBLIC ROAD.

6) THE TITLE REPORT REFERRED TO ON THIS MAP WAS PREPARED BY ASSOCIATED TITLE COMPANY ON JULY 26, 1995, HAVING POLICY NUMBER P20218-A-3.

7) NO STRUCTURES ARE ALLOWED WITHIN 10 FEET OF THE NATURAL GAS STORAGE BUILDING IN LOT 8.

8) **PARCEL D IS A NON-BUILDABLE LOT, EXCEPT FOR LANDSCAPING, UTILITIES AND SIGNAGE, UNLESS A REVISED MPD APPROVAL AND CONDITIONAL USE PERMIT (FRONTAGE PROTECTION ZONE) ARE OBTAINED.**

9) A DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR LOTS 1 THROUGH 6 HAS BEEN RECORDED SIMULTANEOUSLY HEREWITH.

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	℄ TAN.
C1	91°38'21"	94.115	150.528	96.847
C2	16°31'45"	499.985	144.240	72.624
C3	25°09'09"	300.004	131.700	66.928
C4	19°31'39"	149.992	51.120	25.810
C5	26°18'18"	150.008	68.870	35.053
C6	50°05'08"	199.998	174.830	93.443
C7	90°00'00"	150.000	235.619	150.000
C8	51°31'23"	119.115	107.114	————
C9	40°06'59"	119.115	83.400	————
C10	16°31'45"	474.985	137.028	————
C11	25°09'09"	275.004	120.725	————
C12	19°31'39"	124.992	42.600	————
C13	11°44'35"	175.008	35.868	————
C14	14°33'43"	175.008	44.479	————
C15	50°05'08"	174.998	152.976	————
C16	45°00'00"	175.000	137.445	————
C17	45°00'00"	209.142	164.259	————
C18	79°08'43"	125.000	172.668	————
C19	10°51'17"	125.000	23.682	————
C20	25°52'59"	224.998	101.642	————
C21	24°12'09"	224.998	95.042	————
C22	26°18'18"	125.008	57.392	————
C23	8°58'28"	174.992	27.410	————
C24	10°33'07"	174.992	32.228	————
C25	25°09'09"	325.004	142.675	————
C26	16°31'46"	550.000	158.671	————
C27	91°38'20"	60.115	96.148	————

EASEMENT TABLE:		
COURSE	DATA	
E1	N 68°44'00" E	20.16'
E2	S 28°27'06" E	204.45'
E3	S 10°02'59" E	344.33'
E4	S 16°18'32" E	339.95'
E5	<=13°42'07"	R=175.00' L=41.85'
E6	N 16°18'32" W	304.39'
E7	N 10°02'59" W	342.18'
E8	N 28°27'06" W	203.73'
E9	N 39°22'58" E	58.88'
E10	<=300°00'00"	R=20.00' L=104.72'
E11	S 39°22'58" W	58.88'
E12	<=6°33'06"	R=175.00' L=20.01'
E13	N 67°20'17" E	41.56'
E14	N 26°30'29" E	161.30'
E15	<=12°40'23"	R=125.00' L=27.65'
E16	<=9°42'34"	R=175.00' L=29.66'
E17	S 35°14'36" W	12.31'
E18	N 45°02'50" W	130.00'
E19	N 63°28'06" W	89.96'
E20	S 26°30'43" W	120.35'
E21	S 67°20'17" W	36.75'
E23	<=3°29'12"	R=517.96' L=31.52'
E24	N 24°16'17" E	310.42'
E25	S 65°43'43" E	42.73'
E26	N 57°50'46" E	119.41'
E27	S 64°34'28" E	36.54'
E28	S 57°50'46" W	167.18'
E29	S 26°30'48" W	79.78'
E30	S 64°19'16" E	10.54'
E31	S 25°40'44" E	13.84'
E32	S 64°19'16" E	397.05'
E33	N 25°40'44" E	14.75'
E34	S 64°19'16" E	20.00'
E35	S 25°40'44" W	14.75'
E36	S 64°19'16" E	29.58'
E37	N 89°48'10" E	180.28'
E38	N 0°11'46" W	131.93'
E39	N 89°48'14" E	30.00'
E40	S 0°11'46" E	131.93'
E41	N 89°48'10" E	189.71'
E42	S 1°28'37" E	32.01'
E43	S 81°32'02" W	34.77'
E44	S 46°11'48" E	177.20'
E45	S 13°17'33" E	87.76'
E46	S 75°23'00" W	30.00'
E47	N 13°17'33" W	79.60'
E48	N 46°11'48" W	206.61'
E49	S 89°48'10" W	325.24'
E50	N 64°19'16" W	465.18'
E51	S 26°30'43" W	150.13'
E52	<=13°36'05"	R=175.00' L=41.54'
E53	N 48°59'50" E	190.88'
E54	S 48°59'50" W	201.69'
E55	N 15°54'04" W	77.36'

12450 SUBASE2

SURVEYOR'S CERTIFICATE

I, JEFFREY S. KEARL, A REGISTERED LAND SURVEYOR, HOLD CERTIFICATE NO. 176631, AS PRESCRIBED BY THE STATE OF UTAH, AND DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE AN ACCURATE SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS

SNOW CREEK CROSSING SUBDIVISION,

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

Boundary Description

Beginning at the West Quarter Corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, the Basis of Bearing being North 0 16'20" East 2642.86 feet between the said West Quarter Corner and the Northwest Quarter Corner of said Section 9, and running;
thence North 89°57'02" West 126.970 feet along the quarter section line to the east Right-of-Way line of Highway U-224;
thence along said east Right-of-Way line, 190.310 feet along a 517.960 foot radius curve to the right, said curve having a chord of North 31°43'33" West 189.241 feet;
thence, continuing along said east Right-of-Way line, North 21°12'00" West 1075.630 feet;
thence, leaving said east Right-of-Way line, North 68°44'00" East, 667.600 feet to the above foresaid section line;
thence, along said section line, South 00°16'20" West 92.320 feet;
thence, leaving said section line, South 89°56'46" East 1325.109 feet;
thence South 0°15'00" West 1207.410 feet, to the north Right-of Way line of State Highway U-248;
thence, along said north Right-of-Way line, South 75°23'00" West, 433.550 feet to the quarter section line;
thence, along said quarter section line, North 89°43'38" West, 563.880 feet;
thence, leaving said quarter section line, South 33°00'00" East, 85.960 feet;
thence, West, 161.00 feet;
thence, North 0°53'00" West, 72.650 feet to the said quarter section line;
thence, along said quarter section line, North 89°43'38" West, 227.390 feet to the point of beginning. Contains 2261986.8 square feet, or 51.928 acres.

8-18-1995 — Date
Jeffrey S. Kearl, Registered Land Surveyor, License no. 176631

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER AND MORTGAGE HOLDER OF THE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO HEREAFTER BE KNOWN AS THE ***SNOW CREEK CROSSING SUBDIVISION****, DO HEREBY IRREVOCABLY OFFER FOR DEDICATION (1) THE STREET IDENTIFIED ON THIS PLAT AS "SNOW CREEK DRIVE" AND THE PUBLIC TRAIL EASEMENTS SHOWN ON THIS PLAT, TO THE CITY OF PARK CITY, AND (II) THE EASEMENTS SHOWN ON THIS PLAT, FOR THE USE BY ALL SUPPLIERS OF UTILITIES (INCLUDING PARK CITY) AND THE SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT, IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION. IN WITNESS THEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS* 18TH *DAY OF* AUGUST, 1995.

SNOW CREEK CROSSING, L.C.

ZIONS FIRST NATIONAL BANK, N.A.

ACKNOWLEDGEMENT

State of Utah)
County of ~~Summit~~ Salt Lake)

On the 18TH day of AUGUST, 1995 personally appeared before me FRED W. FAIRCLOUGH, JR. who, being by me duly sworn, did say that HE (is/are) the MANAGER of SNOW CREEK CROSSING, L.C., A Utah Limited Liability Company and that the within and foregoing Owner's Dedication and Consent to Record was signed in behalf of said SNOW CREEK CROSSING, L.C. by authority of ITS MANAGERS and the said. FRED W. FAIRCLOUGH, JR. duly acknowledged to me that said SNOW CREEK CROSSING executed the same.

RAYMA RUNT, Notary Public, 32 West 6th South, Murray, Utah 84107, My Comm. Expires AUG 05, 1996, STATE OF UTAH

August 5, 1996 — My commission expires
Murray UT — Residing In

ACKNOWLEDGEMENT

State of Utah)
County of ~~Summit~~ Salt Lake)

On the 18th day of August, 1995 personally appeared before me STEVEN K. FARLEY who, being by me duly sworn, did say that he (is/are) the Vice President of Zions First National Bank and that the within and foregoing Owner's Dedication and Consent to Record was signed in behalf of said Zions First National Bank by authority of its Board of Directors and the said. Steven K. Farley duly acknowledged to me that said Zions First National Bank executed the same.

Vicki Robinson, Notary Public, 10 East South Temple #320, Salt Lake City, Utah 84133, My Commission Expires July 9, 1998, STATE OF UTAH

July 8, 1998 — My commission expires
SLC, Utah — Residing In

ACKNOWLEDGEMENT

State of Utah)
County of Summit)

On the ____ day of ____, 1995 personally appeared before me ____ who, being by me duly sworn, did say that ____ (is/are) the ____ of ____ and that the within and foregoing Owner's Dedication and Consent to Record was signed in behalf of said ____ by authority of ____ and the said. ____ duly acknowledged to me that said ____ executed the same.

Notary Public — My commission exprires — Residing In

SNOW CREEK CROSSING SUBDIVISION
LOCATED IN THE
NORTHWEST QUARTER SECTION 9 AND
NORTHEAST QUARTER SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

THE SEAR-BROWN GROUP
FULL SERVICE DESIGN PROFESSIONALS
2749 E. PARLEY'S WAY, SUITE 300
SALT LAKE CITY, UT. 84109-1619
(801)486-8787 FAX (801)486-8870

SEWER DISTRICT APPROVAL
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS THIS 25TH DAY OF August 1995.
S.B.S.I.D. James R Baird

CITY COUNCIL APPROVAL
PRESENTED TO THE PARK CITY COUNCIL ON THIS 7TH DAY OF SEPTEMBER A.D. 1995 AT WHICH TIME THIS RECORD OF SURVEY MAP WAS APPROVED
MAYOR: Brooke D. Tolley
ATTEST CITY RECORDER: Linda D. Sheldon

PARK CITY SUMMIT COUNTY, UTAH CORPORATE SEAL MARCH 1, 1884

CITY ENGINEER
APPROVED AND ACCEPTED BY THE PARK CITY ENGINEERING DEPARTMENT ON THIS 27TH DAY OF SEPTEMBER A.D. 1995
Eric W. Ostbaan PE
CITY ENGINEER

CITY PLANNING COMMISSION
APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS 27TH DAY OF SEPTEMBER A.D. 1995
CHAIRMAN

APPROVAL AS TO FORM
APPROVED AS TO FORM ON THIS 26TH DAY OF September A.D. 1995
CITY ATTORNEY

RECORDED # 439865
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF ASSOCIATED TITLE
DATE 10-11-95 TIME 10:20 AM BOOK ____ PAGE ____
44.00
FEE $
Alan Spriggs
SUMMIT COUNTY RECORDER

06-057

Memorandum of Understanding Regarding Local Consultation between the Utah State Division of Facilities Construction and Management, State of Utah ("DFCM") and Park City Municipal Corporation, a political subdivision of the State of Utah ("City"), for a State Liquor Store operated by the Department of Alcoholic Beverage ("DABC") to be located at Snow Creek Shopping Center in Park City.

Whereas, the DFCM explored several alternatives for expanding its services within the Park City area; and

Whereas, the DFCM and the City agree that the Snow Creek Shopping Center best meets the DABC's site selection criteria and local needs; and

Whereas, the City acknowledges that the site is or may be acquired under the threat of condemnation by the State of Utah, which is exempt from local land use regulations; and

Whereas, the DFCM wishes to fully consult with the City in developing the store in a manner that considers local land use regulations.

Now therefore, for mutual consideration the receipt and sufficiency of which is hereby acknowledged, the DFCM and City agree as follows:

A. Property. The location of the store will be the south side of the Snow Creek parking lot as approximately shown on Exhibit A.

B. Subdivision. The location is not currently a separate lot of record. The Owner of he property and/or the DFCM shall file an administrative subdivision plat application to the Planning Department pursuant to UCA § 10-9a-605 to create a new lot of record. The Planning Department shall expedite approval of the plat provided the new lot does not substantially create any new degree of noncompliance with the Park City Land Management Code. The DFCM shall obtain and grant reciprocal cross easements as necessary so that use of the remaining parking area and circulation with the Snow Creek development remains substantially the same as currently exists. As a condition of approval, the Planning Department shall require the Owner (Stanford Sugar) to address traffic circulation, pedestrian connections and parking drainage issues reasonably related to the increase in density and/or construction in the parking lot.

C. The DFCM will use reasonable efforts to comply with the architectural and landscape regulations attached as Exhibits B and C, respectfully.

D. The DFCM shall submit a site plan and elevations to the Planning Department. After approval of this MOU by the City Council, the Planning Department shall schedule a courtesy hearing at the first available Planning Commission meeting. The scope of the hearing shall be limited to the DFCM consulting with the Commission regarding the site plan and building design. Public comment may be taken at the discretion of the Planning Commission.

E. The DFCM agrees to follow applicable sign and lighting regulations. Approved master plans are attached as Exhibit D.

F. The DFCM agrees to consult with the Chief Building Official regarding construction mitigation, deliveries, fire and building code issues.

G. Jurisdiction. Nothing herein shall give the City land use jurisdiction over property owned by the State of Utah.

H. Nothing herein shall be construed as a precedent regarding any requirements of the State in respect to local government regulations.

IN WITNESS WHEREOF, the parties have duly executed this Memorandum of Understanding this 17 day of May, 2006.

PARK CITY MUNICIPAL CORPORATION

Dana Williams
Mayor

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark Harrington, City Attorney

DFCM

5-10-2006

Alyn C. Lunceford
Real Estate and Debt Manager

Approved as to form:

Attorney General's Office



WILDING
ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

DRAWING NOTES:

1. DATE OF FIELD SURVEY: DECEMBER 7, 2023.
2. ALL NEW PARKING STALLS SHALL BE A MINIMUM OF 9 FEET WIDE AND 18 FEET LONG, WITH THE EXCEPTION OF THE NEW ADA VAN STALLS. THESE ARE TO BE 8' MIN WIDE BY 18 FEET LONG AND SHALL INCLUDE AN 8' WIDE STRIPED ISLAND BETWEEN THE 2 NEW ADA STALLS.

INFORMATION TABLE

LEASABLE AREA:	91,081 SF
EXISTING PARKING:	
REGULAR STALLS:	307
ADA STALLS:	17
TOTAL STALLS:	324
REQUIRED ADA STALLS:	
STANDARD STALLS:	10
EV ADA STALLS:	1
VAN STALLS:	1
PROPOSED PARKING:	
REGULAR STALLS:	340
ADA STALLS:	12
VAN ADA:	2
EV ADA:	1
STANDARD:	9
EV STALLS (1 ADA):	2
TOTAL STALLS:	353
ADDED STALLS:	29
REQUIRED BICYCLE PARKING:	29
PROVIDED BICYCLE PARKING:	40

Blue Stakes of UTAH 811 Bluestakes.org

G:\DATA\23344 Snow Creek Park City\dwg\23344 Snow Creek Park City Site.dwg
PLOT DATE: Mar 12, 2024

NO.	REVISION	DATE

PROJECT INFORMATION

SNOW CREEK SHOPPING CENTER

PHASE 1 PARKING MODIFICATIONS

PARK CITY, UTAH

DRAWN	CHECKED	PROJECT #
MEC		23344

DATE: 3/12/24

SCALE: 1" = 30'

SHEET: C101

ENGINEER'S STAMP



N

30 0 30 60

Scale 1" = 30 ft

WILDING
ENGINEERING
14721 South Heritage Crest Way
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INFORMATION TABLE

INTERIOR LANDSCAPING	
PARKING AREA:	150,215 SF
20% OF PARKING AREA:	30,043 SF
PROVIDED LANDSCAPING:	43,790 SF
SNOW STORAGE	
PARKING AREA:	150,215 SF
15% OF PARKING AREA:	22,825 SF
PROVIDED SNOW STORAGE:	23,290 SF

Blue Stakes of UTAH811 Bluestakes.org

G:\DATA\23344 Snow Creek Park City\dwg\23344 Snow Creek Park City Site.dwg
PLOT DATE: Mar 12, 2024

NO.	REVISION	DATE

PROJECT INFORMATION

SNOW CREEK SHOPPING CENTER

LANDSCAPING AND SNOW STORAGE

PARK CITY, UTAH

DRAWN	CHECKED	PROJECT #
MEC		23344

DATE 3/12/24

SCALE 1" = 30'

SHEET C102

ENGINEER'S STAMP

Developments **approved prior to adoption of the Sensitive Area Overlay Zone** are vested in terms of density. Site planning standards can be applied only to the extent that they do **not** unequivocally reduce vested density. Limits of disturbance, vegetation protection, and building design standards do apply."

2. **Snow Creek, Request for Approval of a Master Planned Development for a 90,500 Square Foot Commercial Shopping Center (Intersection of Highways 224 and 248) - Pyramid Construction**

Chairman Bruce Erickson excused himself due to a conflict of interest, and Vice-Chair Alison Child assumed the role of Chair.

Senior Planner Suzanne McIntyre summarized the work session discussions. The applicant had requested 90,500 square feet of commercial development with 431 parking spaces and 72 units of 750 square feet totaling 36 unit equivalents. The Planning Staff had reviewed the application for the MPD and application of the RCO zone and recommended approval with the findings and conditions outlined in the Staff report with the addition of Condition 19 stating, "At the Conditional Use Permit stage, the uses shall be specifically approved, and any future revisions in use shall require Planning Commission approval."

Doug Rosecrans, representing the applicant, expressed his opinion that the revisions recommended by the Planning Commission had been made. No other concessions could be made, and he requested approval or denial without further delay. If the application was denied, he requested that the Planning Commission enumerate the reasons for denial.

Vice-Chair Alison Child asked for public input.

Senior Planner Suzanne McIntyre stated that public input had been received from Rob Morris who was concerned about residential development in the entry corridor and requested the Planning Commission consider allowing office uses in that area. Audrey Druen, Wind Drift Condos, called and was opposed to a shopping center on the Snow Creek site and favored keeping the development residential. Max Miller, 12 Thaynes Canyon Drive, sent a letter expressing opposition to the project based upon the high density and potential traffic conflicts and stated that the use would be better suited to the Kimball Junction area. The Park City Chamber Bureau submitted a letter expressing concerns about the project and suggesting possible mitigations. The letter noted divergent points of view from the Board members. Allan Alter was concerned that the parking and traffic impacts would be too great, especially at the

intersection of Highways 224 and 248. He felt the greatest amount of growth was taking place in the County, and a new grocery store should be located there as this site could better accommodate a low density housing development or a retail mall without a supermarket.

Mike Sloan, representing Prospector Square Homeowners Association, discussed the commercial space already available and expressed concern about the addition of another 90,000 square feet. He stated that there is currently 187,000 square feet of vacant ground in Prospector Square. There were some larger parcels surrounding Prospector Square, part of the original platting, which could also be developed. Adding 90,000 square feet of commercial development to an already heavily impacted area was not necessary.

Steve Miner, Director of Real Estate for Associated Food Stores, and representing the proposed tenant, Dan's Foods, commented that there was a definite need for another supermarket in the area since many people were going outside the community to shop. The applicant had tried to be flexible to meet the needs of the community. Some people suggested Kimball Junction as an alternative site, but he did not believe that would be convenient for the citizens of Park City. He was open to additional suggestions, but he felt at this point a definite decision was required.

Mike Ferrigno, Wind Drift Condominium resident, was concerned about the access road through the site and the potential for shortcuts through the residential areas to avoid the intersection of Highways 248 and 224. The building footprints for the 12-plexes were the same size as the 4-plexes in Wind Drift. He felt the proposed residences were too small since only 10% were designated as affordable housing. He was also concerned about traffic noise and requested that the Sensitive Lands Ordinance be applied to the wetlands.

Hearing no further public input, Vice-Chair Alison Child closed the public hearing and asked for comments from Commissioners.

Commissioner Joe Tesch stated that a new grocery store was needed, and it was necessary to place it on a viable site. He disagreed with the site initially, but as the project unfolded, he was more favorable toward it. He was comfortable with the location, the plan, and the parking. His main concern was with the residential area. He was unsure how well the commercial and residential uses would mix. He recommended the number of units be limited to 60 or less and be a breakeven situation for the developer.

Commissioner Chuck Klingenstein commented that he felt good about the site until he walked through it after the snow melted. He felt

there was too much parking and it could be cut to around 310 spaces. He was concerned about the area to the north, especially Building 1 and its related parking, and the bypass road running through a neighborhood. He felt there was too much crammed into a very sensitive site, and the project needed to be trimmed down.

Commissioner Fred Jones appreciated the developer's willingness to work with the Planning Commission to make this a workable project, but he felt he had not seen a plan that adequately addressed the constraints of the site and the needs of the community. He stated that he felt another supermarket was needed, but this project was much more than a supermarket with an additional 40,000 square feet of commercial development and 72 residential dwelling units. The Snow Creek Development did not foster the resort atmosphere which was the basis of the success of Park City and could potentially turn the City into "Any other place USA."

Commissioner Dean Berrett questioned whether the entire development was driven by a perceived or real need for a second grocery store. He had always looked at the base underlying zone as being Residential Development - Medium Density (RDM), as that zoning had been defined as the appropriate use for the corner. Sometime during the process it was decided that a Regional Commercial Overlay Zone was needed, and criteria were developed and applied to one portion of the site. Looking at the total parcel, there were about 8.84 acres of ROS which could not be built upon. There were 43 acres of residential medium density allowing 215 units at 5 units per acre, or 38.4 acres excluding wetlands, allowing 192 units with 384 associated parking spaces. The developers proposed 90,500 square feet of commercial use with 431 parking stalls and 72 residential units with 163 parking stalls, totaling 594 stalls and resulting in a sea of asphalt. There would be 30 acres of open space owned by Park City Municipal Corporation which could not be built upon and which would be taken off the tax rolls. The question was not whether the site was appropriate for commercial development, but how much commercial was appropriate. The Commission assumed that it was appropriate for 192 residential units because of the zoning. If it met certain criteria, a Regional Commercial Overlay Zone could be added. All this would lead to traffic beyond comprehension although everything possible was being done to mitigate the problem.

Commissioner Dean Berrett complimented the developer on providing more detail than was required during the application process. Being a long-time member of the Planning Commission, he had always tried to maintain harmony with Park City as a place to live and Park City as a place to visit, and tried to make decisions with both the resident and the visitor in mind. He realized the need for a grocery store for five months of the year, but not for 12

months. He was trying to keep in mind what the City would win, what they would give up, and what the trade-offs would be. In his opinion, the price of this development was too high, and the City was getting too little. He would vote not to approve this application.

Commissioner Ron Whaley stated that it was the duty of the applicant to supply the information necessary to convince the Commission of the appropriateness of a specific plan, and he had not been convinced of the suitability of this plan.

MOTION: Commissioner Ron Whaley moved to DENY the Snow Creek application based on the following Findings. Commissioner Fred Jones seconded the motion.

Commissioner Chris Erickson stated that he would vote against the motion. He believed the project was a reasonable solution to this type of commercial development. He felt there was too much parking, but he was especially happy with the affordable housing units.

Commissioner Joe Tesch stated he would also vote against the motion. It assumed a lot of community cohesiveness that he did not see, and it was important to have another grocery store to serve the area. He felt the price was too high not to approve it and have another grocery store convenient to the residents.

Commissioner Dean Berrett stated that, if his position voting in favor of the motion became a majority instead of a minority, he hoped the minutes reflected to the owners of the property, (i.e., Park City residents, Summit County residents, State of Utah residents, and all taxpayers), that the RTC represented them and he did not like the way he was being represented. He hoped that, if this motion were adopted, it would send a clear message that the expectations of value on this property were far more than the community would allow at this time. If another applicant came forward and was denied, it would be acceptable to him if the property sat vacant. He also expressed his intention to do something about the Regional Commercial Overlay Zone, which he felt was inappropriate in that area. He asked the Planning Commission and the Staff to work toward removing that zoning. If this was a Regional Commercial Overlay zone, then the property should have the base density of RDM, and any individual who felt that commercial use was appropriate would have to convince the Planning Commission through a re-zone process.

Commissioner Fred Jones clarified that, if the project was denied, he would welcome a modification of this application, because he believed that commercial use of the site could be appropriate if

sensitively done. Also, the price of the underlying ground could be driving the need for density, which he felt was too great for the site, and he did not understand why, since the parcel was owned by the RTC. The value of the ground was determined by what could be built on it. He did not agree that this much density was needed to afford the site; in fact, he felt it was the reverse.

VOTE: The motion passed 5-2, with Commissioners Dean Berrett, Alison Child, Fred Jones, Chuck Klingenstein, and Ron Whaley voting in favor of the motion, and Commissioners Chris Erickson and Joe Tesch voting against the motion.

Findings:

1. Appropriateness of use, particularly
   a. Amount of commercial space
   b. Configuration of stores
   c. Parking amount and configuration

2. Interfacing with mixed use, specifically
   a. The number of residential units and the siting of those units
   b. The interface and balance of the residential use vs. commercial
   c. The interface with the gas station, specifically siting and appropriateness

3. Moreover, all these issues in concert with the total community fabric of desirability, as shared by the people, is not of the tone for acceptability. This is a highly valued site in the eyes of the community. It is in the heart of the community and well couched in the entry corridor. Wholly and separately, the issues of the application do not warrant approval.

Chairman Bruce Erickson resumed the chair.

3. 707 Norfolk, Request for a Conditional Use Permit for a Single Family Residence on the Sheen Parcel (Sweeney Master Plan) Fred Moore

Planner Janice Lew reported that the site was in a very prominent location due to its proximity to the Hurley House and its high visibility from Town Lift. The Planning Staff recommended the Planning Commission deny the application based on the revised findings distributed during the Work Session.

Fred Moore, the applicant, presented a letter from David Belz, the project architect, refuting the reasons for denial. He felt the

J. D. Company	$3,200/month
P.M.A. Inc.	2,875/month
Mike Ferrigno	2,680/month

Landscape maintenance services would begin the week of May 16 and run through until October 16. All bidders have met the minimum qualifications as stated in the RFP. Staff that the bid be awarded to Mike Ferrigno at a cost of $2,680 per month.

4. Approval of the purchase of approximately 78 acre feet of water from Bank One in the amount of $90,000 - City staff recommends authorization to purchase 37% of Weber River Decree 827 for $90,000 from Bank One of Utah. The point of diversion is currently Dorrity Springs. Authorization is subject to confirmation of good title from seller.

5. Award of bid for summer street work to Staker Paving for overlays in the amount of $242,867; Staker Paving for golf cart path repairs in the amount of $18,417; G&R Construction for seal coats in the amount of $64,094; and authorization for the Public Works Director to negotiate bids on sidewalk construction in an amount not to exceed $45,000 - Staff recommends approval.

V NEW BUSINESS

1. Appeal of Planning Commission denial of a request for approval of a master planned development for a 90,500 square foot commercial shopping center at the Snowcreek site (intersection of SR224 and SR248) - Pyramid Construction - For the record, the staff report on this matter is as follows:

I. Background Information.

The staff has scheduled time during Work Session for the Council to discuss the Snow Creek site and the proposed shopping center/multi-family residential MPD. This is an opportunity to bring the Council up to date on the process which the staff has been participating in with Pyramid Construction since January.

The Planning Commission has actually been in the process of reviewing the site since Mariah Properties first approached the City in August 1991 with an interest in developing a commercial center. The Mariah proposal was withdrawn by the applicants when it became apparent that there was little community support or enthusiasm for a regional "superstore" shopping center of over 150,000 square feet.

The Planning Commission and staff have been studying the Pyramid proposal to determine whether the scale of development is

appropriate for the site and whether the impacts associated with a development of this size in this location can be adequately mitigated.

II. Most Recent Planning Commission Work Session.

On Wednesday, March 10th the Planning Commission held an informational Work Session with Pyramid's representative, Henry Sigg, John Goodell of Dan's Foods, Jack Thomas, AIA, and Doug Rosecrans of the Sear Brown Group. The Work Session was scheduled at the Planning Commission's request and the applicants were invited to provide an update on their progress.

The Work Session went well and the information exchange was constructive. At the outset of the review in January there were significant questions about the mass, size, and scale of the commercial development, traffic and circulation, wetlands disturbance, the housing component, and the impacts on the entry corridor. The Planning Commissioners are mixed in their responses to the proposal but it appears that the larger questions have been answered.

The most critical issues resulting from the Work Session were how the residential units will be priced, with a general consensus that some rent control or other provision for tieing the residential to the commercial is appropriate. There is also still concern over the overall size of the commercial center, with some Commissioners saying that they still are not convinced that a center of this size is in the community's best interest.

III. Updated Project Description:

Commercial: The commercial portion of the site contains approximately 10 acres of land proposed to accommodate the following:

	Original	**Rev. 2/3**	Rev. 3/10
Anchor:	55,000 sf	55,000 sf	**52,500**
Contiguous Space:	27,000 sf	**10,000 sf**	10,000
Reconfigured Space:		**15,000 sf**	15,000
Satellite Pad:	4,000 sf	4,000 sf	**eliminated**
Restaurant Pad:	6,000 sf	6,000 sf	6,000
Bank Pad:	7,000 sf	7,000 sf	3000 ft prnt 7,000 total
Total Commercial SF:	99,000 sf	**97,000 sf**	**90,500**
Total Proposed Parking:	464 spaces	**461 spaces**	**431 spaces**

4.68/1000 4.75/1000 4.75/1000

Residential: The residential portion of the plan involves about 10 acres proposed to accommodate 72 residential units of 750 square feet each, reduced from the original number of 104 units. The units will be configured in six 12-plexes with 163 parking spaces provided at a rate of 2.2 spaces per unit.

Open Space: The total open space will be approximately 30 acres located on the hillside, and in undisturbed wetlands retained by the City.

The revisions as of 3/10 are highlighted in bold as follows:

Anchor - east wing has been broken off and is now freestanding. **Anchor reduced from 55,000 to 52,500**

Square footage - reduced by 2,000 square feet, reconfigured as freestanding space (broken-off wing). **Reduced an additional 6,500 square feet from 97,000 to 90,500**

Parking - reduced by three spaces. Reconfigured more specifically toward each building. **Reduced by additional 30 spaces, new total is 431.**

4,000 sf Satellite pad - reconfigured slightly. **Eliminated.**

Residential portion of plan - general site plan included for MPD review. Six 12-plexes totalling 72 units, reduced from 104 units originally discussed. Parking total: 163 spaces, 2.2 spaces per unit. **No change in density, slight reconfiguration of southern-most building.**

Road location. The road through the commercial center has been pushed back into the site up to 40 feet in some areas. This is to provide a greater buffer along Hwy. 248.

IV. ISSUES FOR DISCUSSION (excerpts from the February 10th Planning Commission Staff Report):

1. Explanation of philosophy behind the creation and application of RCO zoning to the Snow Creek site.

A. History of RCO zone.

The City Council adopted the RCO zoning and applied it to the Snow Creek site in February, 1989. This was after extensive staff discussion and public input regarding the costs and benefits of applying it to several different sites in Park City. Early in 1988, the staff was directed by the City Council to evaluate the General

Commercial zone and the potential for locating another grocery store in Park City. It was determined that the Snow Creek site, the Frandsen-Blonquist parcel on Hwy. 248 across from the high school, and the City shops/public works site were the only parcels large enough to accommodate a grocery store.

The City shops parcel was and is still is zoned GC, but is not located so as to be attractive to a major retail tenant such as a grocery store. It was determined that the GC zone was too broad to be applied to the other two parcels and that very specific site design criteria should be developed to shape future development. The intent was clearly to plan for the future commercial needs of Park City by providing a location within the city limits for a second grocery store. The residential and tourist populations were expanding and it was recognized that commercial services would have to be expanded to meet the future needs.

The City Council held public hearings and voted on applying the RCO zoning to the two other parcels. There was a great deal of neighborhood opposition to allowing the RCO zone on the Frandsen-Blonquist site and the Council voted against applying it there. That ruling was reinforced in 1991 when the Council voted against a rezone of the site to RCO to accommodate another proposal for a grocery store.

The Council voted in support of the application of the RCO zone to the Snow Creek site based upon the need for a possible location for a second grocery store in town and based upon a positive recommendation from both the staff and the Planning Commission. There was limited public opposition, and what input there was, was related to the cemetery being next door to a commercial center.

B. Benefit and Use of the Overlay zone.

The Council determined at that time that the benefit of having the new zone apply as an overlay was that its application would be discretionary, based upon the ability of the applicant to meet very specific criteria set forth in the ordinance. By adopting the ordinance creating the overlay and applying it to the Snow Creek site, the Council was determining that the commercial use of that parcel was appropriate.

The role of the Planning Commission in the RCO approval process is to review a project for compliance with the criteria in the RCO zone. It is not their role to determine whether the parcel is appropriate or not for commercial use. The Council has already established that position through the adoption of the ordinance creating the zone and its application to the Snow Creek site.

The Council and Planning Commission were being proactive in 1989

by looking ahead and determining that a second grocery store was definitely going to be needed, and by determining the most appropriate location for it within the city limits. The philosophy behind the selection of a location was that the City should prepare to meet the eventual demand which was certain to arise, in a location where the demand was most likely to be centered. This location serves both the local resident population and the tourist population.

C. Benefits to the City.

The benefits of locating within the City limits are not only perceived from a user standpoint of access and convenience, but from the resident and tourist perspectives of increased city services and heightened quality of life afforded by the additional tax revenue generated from the second store. It has not been determined whether the market share will actually increase with the addition of a second store or whether the second store will share the current market with the existing store, but it is certain that the location of the store within the City limits will mean that the additional tax revenue stays within the city and not bleed out as it would if a second grocery were to locate outside the City limits. An analysis of the comparative tax benefits to the City has been prepared and is attached.

D. Snow Creek's value as open space.

One additional question which was raised with regard to the Snow Creek parcel is why the City is anxious to have this parcel developed rather than purchasing it and keeping it as entry corridor open space. The reason is that while the parcel certainly is in Park City's entry corridor, it is well beyond the point of "entry corridor open space". The entry corridor open space effectively ends at the Radisson Hotel and the land beyond that point is consistently zoned for development. This site and the other vacant parcels will all be developed at some point, unless they have specifically been set aside for open space as was Lot 1 of the Thaynes Creek Ranch Phase 1 development.

In addition, the Comprehensive Plan contemplates development on this parcel. Its value as open space is certainly high because of the wetlands and the hillside, but probably not as high as some of the other parcels which make up the contiguous open space corridor coming into town. The wetlands and hillside will be preserved with this plan while the developable portions of the site will be allowed to be developed.

2. Other Issues for Discussion - Site plan and design details.

In general, the staff is comfortable with the overall proposal, including the circulation, parking, and building locations. The preliminary life/safety and utility issues have been addressed to the satisfaction of Chief Building Official Ron Ivie and City Engineer Eric DeHaan. A memorandum from UDOT was received which states that the two access points (off 224 and 248) are located appropriately.

In analyzing individual aspects of the plan, the staff is generally comfortable with most of the criteria set forth for review in Chapter 10.9 of the Land Management Code. Aspects of the proposal such as its density, parking, open space, drainage, circulation, and utilities are all adequate. Like the Planning Commission, the staff is concerned about crossing the wetlands and would prefer not to. However, the traffic consequences of not crossing are so severe that we do not see how it can be avoided. It appears that the crossing will actually help alleviate some of the potential congestion at the intersection of 224 & 248.

3. Sensitive Lands Ordinance.

The Sensitive Lands Ordinance only applies to the residential portion of the site along Hwy. 224. Within that area, the sensitive lands area would be the wetlands. The City will retain this area and a 50-foot buffer is being provided as required by the Ordinance. Based upon the criteria in the Ordinance, there will be no further restrictions on the residential or commercial portions of the site.

The Frontage Protection Zone (FPZ) applies to the site wherever it is contiguous to the two highways and the required 30-foot setback will be respected.

4. Comprehensive Plan.

The plan is not in strict accordance with the Comprehensive Plan which shows this area to be appropriate for "Medium Density Residential/Mixed Use" defined as follows:

> Areas on major roads where a mix of uses could complement the entry experience to Park City. Base zoning should encourage clustering of residential units with limits on scale and density. Ordinance flexibility should allow the consideration, as a discretionary review, of commercial master planned developments including such uses as office and research parks and hotels with convention facilities. Retail uses should be limited to "in lobby" facilities for hotel guests.

However, the City Council, in adopting the Regional Commercial Overlay zone in 1989, did determine that some other uses might be

appropriate if the citizens mandated the need for a commercial center with an anchor in the 30,000 - 65,000 square foot range and if the project's design was exceptional.

* * * * * *

See discussion in the work session notes. Sally Elliott stated that this location is appropriate for commercial as is the amount of square footage. Ruth Gezelius concurred and recognized that the site is difficult. She stated that she could support a resolution of intent to reverse the Planning Commission action, that the conditions of approval for the commercial are acceptable and that the conditions applied to the residential section be subject to a particular use and density allocation but not given conceptual approval. Toby Ross suggested that if the Council approves the commercial MPD portion of the project that this will not take force until the property is acquired or the offer submitted by Pyramid is accepted by the RTC. Ruth Gezelius, "I move MPD approval on the commercial portion subject to RTC's acceptance of Pyramid's proposal and on the residential portion that we not grant MPD approval and that any subsequent application would be subject to review on the part of the Planning Commission and City Council". For the benefit of Mr. Sigg, it was explained that this is an approval of part of the MPD and there will not be two separate MPDs.

Leslie Miller stated that the design is good and she is satisfied with the presentation. She would prefer less parking and is not totally convinced that the community needs this amount of commercial, however, she feels that Park City will grow and that the Council has to plan and accommodate the needs of the future. Ms. Miller continued that a grocery store centralizes a community and she would rather keep people in Park City. She stated that she was not comfortable with the residential aspect of the project and urged the applicants to be sensitive on the environmental issues affecting the project. Roger Harlan hoped that there was a way to phase the projected parking and felt that the residential portion could be improved to include purchase by Park City residents. He liked the addition of a grocery store and felt that the plan improves the entry corridor and the traffic circulation in the area. Mr. Harlan added that commercial activity will enhance tax revenues and he supported the project. Bob Richer agreed with the statements made. He noted that there has not been public outcry against this project which occurred with the Smith's proposal. The Prospector Square Association complained about dilution of the commercial base, but Mr. Richer countered that the Prospector area is not suitable for commercial retail, like a grocery store or bank. He stated that affordable housing is an issue for him and should be tied one way or another with the project. Retail grocery use is the absolute best use from a revenue standpoint because it

generates both retail, resort cities sales tax, and property tax. Mr. Richer felt that the details of the plan can be worked out. He pointed out that the City Council may be perceived as facilitating growth but the growth was really set in place 15 years ago. It is the fiscal responsibility of the Council to respond to growth with a long term economic plan.

Suzanne McIntyre reported that Frank and Marcia Liberty from Saddleview Drive called, requesting that Council uphold the Planning Commission's denial. Ruth Anderson called and stated that she didn't feel a grocery store should be located across the street from Albertson's and is opposed to an affordable housing project. Ms. McIntyre discussed an additional condition relating to review of parking if a commercial use changes. Ruth Gezelius pointed out that this is already covered in the LMC under the conditional use process. Toby Ross recommended that this be a separate condition so that all uses work well with the center. Ruth Gezelius, "I amend my motion to include a condition that any adaptive reuse change be subject to the conditional use process for satellite pad locations". Sally Elliott seconded. Motion unanimously carried.

2. Appeal of Planning Commission denial of a request for a conditional use permit for a single family residence on the Sheen Parcel (Sweeney Master Plan) 707 Norfolk - Fred Moore - See work session notes. Jack Thomas, architect, stated that the massing is attractive and works well on the site. Chris Erickson, Old Town resident and Planning Commissioner, stated that when he is determining compatibility, he asks himself if something is typical or atypical to its surroundings. In that context, he considers two houses on one lot, a triangular floor plan, and a lot of this size to be atypical features in the Historic District. Mr. Erickson continued that over the years, there has been an incremental widening of what can be justified as compatible. The Mayor pointed out that there is a larger house adjacent to this home. Chris Erickson countered that the square footage may be similar but a triangular shaped house is atypical. Ruth Gezelius added that irregular lots in Old Town are the norm.

Councilmember Gezelius stated that she has attended both Historic District Commission and Planning Commission meetings and felt that the compatibility issue was overstated. She continued that the application meets the guidelines and goals set forth for Historic District compatibility and meets the floor area ratio criteria. This is a larger than normal lot with a proposed home that is smaller than could have been allowed just a few years ago and that it fits the scale of the neighborhood. It meets the goal of having single family homes rather than multiple units and Ms. Gezelius added that she felt that the applicant has exceeded some of the Historic District guidelines in relation to the application. Ruth Gezelius, "I move that we overturn the Planning Commission

denial and approve the permit for a single family residence at 707 Norfolk". Bob Richer seconded and commented that he liked the design. He felt that the application complied with the guidelines and the compatibility issue is too vague. Mr. Richer noted that he is struggling to find incompatible features. Sally Elliott added that aesthetics can be very subjective. Roger Harlan toured the site and felt that the project is compatible. Leslie Miller stated that she cannot support the project and that she is relying on the Planning Commission's and planning staff's expertise and recommendation. Motion carried.

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

VI REPORTS FROM COMMISSIONS AND BOARDS

Nora Seltenrich reported on the Planning Commission meeting held on May 12, 1993; minutes of which are available in the Planning Department.

VII COMMUNICATIONS FROM COUNCIL AND STAFF

1. Recycling Center - Roger Harlan reported that with the resignation of Chris Bender, Shelley Weiss has volunteered as interim director.

2. Library move - Bob Richer urged the public to help pack and unpack books on May 31 and June 1, 2, 5 and 6.

3. Ski Team Plaza issues - Leslie Miller expressed her disappointment with the actions taken and the destruction of a structure that to many had some merit as an historical reference. She stated her desire to make a commitment to the public that this would never happen again and to reestablish trust in government and asked for the Mayor's assistance in this effort.

4. Historic District issues and 707 Norfolk - Suzanne McIntyre, resident of Woodside, noted that it is unfortunate that the Planning Commission, Historic District Commission and City Council do not "speak the same language". She felt that everyone should get involved in the rewrite of the Historic District guidelines. Leslie Miller agreed and stated that conditions and restrictions above and beyond the ordinary must be enforced to maintain the ethic of the Historic District and there is a need to be more demanding of applications in this area.

Planning Commission
Staff Report

Subject: **Steep Slope Criteria in the Historic Residential Zoning Districts**
Application: **PL-23-05673**
Author: **Lillian Zollinger, Planner II**
Date: **April 24, 2024**
Type of Item: **Work Session**

Recommendation

(I) Review the Steep Slope criteria updates for Steep Slope Conditional Use Permits in the Historic Residential Low – Density, Historic Residential – 1, and Historic Residential – 2 Zoning Districts outlined in the Land Management Code and provide input on potential amendments; and (II) consider directing staff to issue a pending ordinance.

Description

Applicant:	Planning Department
Land Management Code Sections Amended:	**Historic Residential Low – Density** Section 15-2.1-5 Building Height Section 15-2.1-6 Development On Steep Slopes **Historic Residential – 1** Section 15-2.2-5 Building Height Section 15-2.2-6 Development On Steep Slopes **Historic Residential – 2** Section 15-2.3-5 Building Height Section 15-2.3-6 Development On Steep Slopes **Definitions** Section 15-15-1
Reason for Review:	The Planning Commission forwards a recommendation to the City Council and the City Council takes Final Action on Land Management Code Amendments.[1]

HRL	Historic Residential Low – Density
HR-1	Historic Residential – 1
HR-2	Historic Residential – 2
LMC	Land Management Code
SSCUP	Steep Slope Conditional Use Permit

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

[1] LMC § 15-1-7

Summary

The Planning Commission has reviewed many Steep Slope Conditional Use Permits (SSCUP) and has not reviewed very many modifications to these permits. Staff has noticed that retaining wall modifications are often needed after the Building Permit has been issued. These modifications are typically reviewed under an Administrative Conditional Use Permit (ACUP) for retaining walls in the setbacks. Staff aims to add additional regulations to SSCUP reviews to reduce the modifications occurring.

The proposed LMC amendments:

- Establish Geotechnical criteria reviewed by the Building and Engineering Departments.
- Add regulations to Terracing modifications, wherein changes to the plans trigger a modification application and Planning Commission review and approval.
- Make the interior height regulation consistent in the HRL, HR-1, and HR-2 Zoning Districts, eliminate loopholes, and remove the crawl space definition.

Background

On June 21, 2023, the Planning Commission conducted a work session to review Steep Slope and Excavation Standards in the Land Management Code (LMC) and directed staff to return with proposed amendments (Meeting Minutes, p. 2-14). On September 27, 2023, the Planning Commission forwarded a positive recommendation to the City Council for the proposed amendments to require all development on steep slopes in the Historic Residential Low – Density (HRL), Historic Residential - 1 (HR-1), and Historic Residential – 2 (HR-2) to be reviewed by the Planning Commission (Meeting Minutes, p. 43). On October 26, 2023, the City Council approved Ordinance No. 2023-49 and adopted the LMC amendments (Meeting Minutes, p. 11-12).

The Planning Commission conducted a work session on March 13, 2024, to identify and prioritize LMC amendments for 2024 and established a preliminary schedule of review (Staff Report; Meeting Minutes, p. 4). The Planning Commission discussed additional Steep Slope modifications and prioritized the review of these amendments moving them from July to April. Commissioner Suesser is the liaison for the steep slope amendments and reviewed the proposed amendments.

Analysis

Properties proposing development on Steep Slopes 30% or greater in the HRL, HR-1, and HR-2 Zoning Districts must apply for a Steep Slope Conditional Use Permit (SSCUP) with Planning Commission review and approval.[2]

In addition to the SSCUP criteria, development must be “consistent with the [Regulations] for Historic Districts and Historic Sites Chapter 15-13, and Chapter 15-5.”

[2] LMC § 15-2.1-6(A), § 15-2.2-6(A), § 15-2.3-6(A)

LMC § 15-13-8(B)(1)(b), *Regulations For New Residential Infill Construction (and Non-Historic Residential Sites) In Historic Districts* requires building and site design to respond to natural features. “New infill residential buildings shall step down or up to follow the existing contours of steep slopes” and “[a] new site’s natural slope shall be respected in a new building design in order to minimize cuts into hillsides, minimize fill, and minimize retaining walls.”

The Land Management Code (LMC) implements the goals and policies of the General Plan.[3] In the General Plan, Goal 15 is to “[p]reserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations.” Community Planning Strategy 15.9 notes the review criteria for steep slopes should be updated as needed, based on findings from current projects.

Staff recommends incorporating the following changes into the LMC for Steep Slopes:

- Adding Geotechnical criteria reviewed by the Building and Engineering Departments.
- Adding regulations to Terracing modifications, wherein changes to the plans trigger a re-review before the Planning Commission.
- Making the interior height regulation consistent between the HRL, HR-1, and HR-2 Zoning Districts, eliminate loopholes, and remove the crawl space definition.

(I) Staff recommends adding Geotechnical criteria reviewed by the Building and Engineering Departments.

The LMC in HR-1, HR-2, and HRL Zoning Districts lists nine criteria for Planning Commission review of SSCUPs[4]:

1. **LOCATION OF DEVELOPMENT**. Development is located and designed to reduce visual and environmental impacts of the Structure.
2. **VISUAL ANALYSIS**. The Applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points:
    a. To determine potential impacts of the proposed Access, and Building mass and design; and
    b. To identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities.
3. **ACCESS**. Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. Shared Driveways and Parking Areas, and side Access to garages are strongly encouraged, where feasible.

[3] LMC § 15-1-2
[4] LMC § 15-2.1-6, § 15-2.2-6, § 15-2.3-6

4. **TERRACING**. The project may include terraced retaining Structures if necessary to regain Natural Grade.
5. **BUILDING LOCATION**. Buildings, Access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent Properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and to provide variation of the Front Yard.
6. **BUILDING FORM AND SCALE**. Where Building masses orient against the Lot's existing contours, the Structures must be stepped with the Grade and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Commission may require a garage separate from the main Structure or no garage.
7. **SETBACKS**. The Planning Commission may require an increase in one or more Setbacks to minimize the creation of a "wall effect" along the Street front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures.
8. **DWELLING VOLUME**. The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in this Chapter. The Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures.
9. **BUILDING HEIGHT (STEEP SLOPE)**. The Zone Height in the HR-2 District is twenty-seven feet (27') and is restricted as stated above in Section 15-2.3-6. The Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between the proposed Structure and the Historic character of the neighborhood's existing residential Structures.

The City's Building and Engineering Departments recommend Applicants provide a Geotechnical report as a part of the application review process to prepare the site for construction on a Steep Slope. Staff recommends adding a tenth criteria regarding Geotechnical reports:

10. **GEOTECHINCAL ANALYSIS.** The Applicant shall provide the Planning Department with a Geotechnical report prepared by a registered geotechnical engineer, engineering geologist, or other qualified professional. The report must include information such as soils characteristics and preliminary structural recommendations intended to inform for the design and mitigation of soils conditions, slope limitations, and/or ground water. The Engineering or Building Department may request additional information in the form of a Geotechnical survey if additional information is deemed necessary.

The additional criteria will help the Applicant establish the required retaining walls for the site and help Staff and the Planning Commission better understand the site's conditions before the Planning Commission approves a SSCUP.

(II) Staff recommends adding regulations to Terracing modifications, wherein changes to the plans trigger a modification application and approval by the Planning Commission.

Criteria four of the SSCUP requirements identifies Terracing as an allowed technique to retain natural grade.[5] Upon SSCUP review, Applicants often propose terracing, where smaller retaining walls help the grade step back more naturally. However, Staff has noticed that at the time of construction for several SSCUP projects, the terracing is changed from smaller steps to one taller and larger retaining wall.

Often, these projects require an Administrative Conditional Use Permit because pursuant to LMC § 15-4-2, retaining walls greater than four feet in the Front Setback, or greater than six feet in the Side or Rear Setbacks require additional permitting. The Geotechnical report requirement will help to guide the proposed construction in what kind of retaining walls will be required for the site. However, staff recommends amending criteria four to include a modification trigger for retaining wall changes that requires Planning Commission review and approval.

Staff recommends criteria four reads as follows:

4. **TERRACING**. ~~[The project may include terraced retaining Structures if necessary to regain Natural Grade.]~~ The proposed plans shall include detailed information, including height from Existing Grade and width on all proposed retaining walls. The Applicant shall terrace retaining walls to return to Natural Grade. If the height of the retaining walls is proposed to be modified by more than six inches in height, width, length, or location, the Applicant shall file a modification application with the Planning Department and return to the Planning Commission for review and Final Action for any proposed modification to retaining walls. Additionally, modification of pervious material to impervious material or changes to excavation depths require a modification application and Planning Commission for review and Final Action.

The proposed change will help the plans that come before the Planning Commission to reflect more accurately what the site will look like after a project is completed. The amendment will also encourage Applicants to use the approved SSCUP plans, as reviewed and conditioned by the Planning Commission, for their site, or require the Planning Commission to approve a modification to their proposal. The Applicant will then have to show why the original plans are not sufficient for the site and demonstrate

[5] LMC § 15-2.1-6(B)(4), § 15-2.2-6(B)(4), § 15-2.3-6(B)(4)

to the Planning Commission that the modification is required to construct the proposed project.

(III) Staff recommends making the interior height regulation consistent between the HRL, HR-1, and HR-2 Zoning Districts, eliminating loopholes, and removing the crawl space definition.

In the HRL Zoning District, LMC § 15-2.1-5 states, "[a] Structure shall have a maximum height of thirty five feet (35') measured from the lowest floor plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters."

In the HR-1 and HR-2 Zoning Districts, LMC § 15-2.2-5 and § 15-2-3.5 state, "[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 that supports the ceiling joists or roof rafters."

To be consistent, staff recommends modifying the language in HR-1 and HR-2 to match the language of HRL, wherein "[a] Structure shall have a maximum height of thirty-five feet (35') measured from **the lowest floor plane** to the point of the highest wall top plate that supports the ceiling joists or roof rafters."

Additionally, staff recommends removing the Crawl Space definition and image from LMC Chapter 15-15:

~~**[CRAWL SPACE.** An uninhabitable Area with no exterior windows or doors and less than seven vertical feet (7') measured from the base of the footings to the floor framing above.]~~

Staff recommends creating a definition for lowest floor plane:

LOWEST FLOOR PLANE. The bottom level of a structure, regardless of material (dirt, concrete, etc.) or the lowest point of excavation (excluding footings).

These modifications will create consistency among the Zoning Districts and allow for staff to enforce the 35-foot interior height limit from the lowest floor plane, rather than the lowest finished floor plane, which previously did not include crawl space.

Department Review

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

Exhibits

Exhibit A: Draft Ordinance and Proposed Changes
Exhibit B: Memo from the Building Department

Ordinance No. 2024-XX

AN ORDINANCE AMENDING LAND MANAGEMENT CODE SECTION 15-2.1-6, SECTION 15-2.2-5, SECTION 15-2.2-6, 15-2.3-5, SECTION 15-2.3-6, AND REMOVING THE DEFINED TERM "CRAWL SPACE" FROM LAND MANAGEMENT CODE CHAPTER 15-15.

WHEREAS, Park City is a mountain town city with varying topography;

WHEREAS, the Land Management Code establishes requirements for development on Steep Slopes;

WHEREAS, the Land Management Code is designed, enacted, restated and reorganized to implement the goals and policies of the Park City General Plan;

WHEREAS, Goal 15 of the General Plan is to "[p]reserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations."

WHEREAS, Community Planning Strategy 15.9 of the General Plan notes the review criteria for steep slopes should be updated as needed, based on findings from current projects

WHEREAS, on (DATE to be determined) staff posted notice according to the requirements of the Land Management Code;

WHEREAS, on DATE, staff mailed courtesy notice to all affected property owners and notice was published in the Park Record and on the City and Utah Public Notice Websites;

WHEREAS, on DATE, the Planning Commission held a public hearing to receive input on the proposed Land Management Code amendments, and forwarded a _____ recommendation to City Council;

WHEREAS, on DATE, the City Council held a public hearing;

WHEREAS, it is in the best interest of Park City, Utah, to amend the Land Management Code to update steep slope development requirements; and

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

SECTION 1. FINDINGS. The analysis section of the staff reports of DATES, are incorporated herein. The recitals above are incorporated herein as findings of fact.

DRAFT

SECTION 2. AMEND MUNICIPAL CODE OF PARK CITY, LAND MANAGEMENT CODE TITLE 15. Municipal Code of Park City Title 15 Land Management Code § 15-2.1-5 Historic Residential Low - Density, Height; § 15-2.1-6 Historic Residential Low – Density, Development On Steep Slopes; § 15-2.2-5 Historic Residential -1 , Height; § 15-2.2-6 Historic Residential - 1, Development On Steep Slopes; § 15-2.3-5 Historic Residential - 2 , Height; § 15-2.2-6 Historic Residential - 2, Development On Steep Slopes; and Chapter 15-15, is hereby amended as outlined in Attachment 1.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED THIS DATE DAY OF MONTH 2024.

PARK CITY MUNICIPAL CORPORATION

_____
Nann Worel, Mayor

Attest:

_____
City Recorder

Approved as to form:

_____
City Attorney’s Office

DRAFT

Attachment 1

15-2.1-6 Development On Steep Slopes

Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements, and consistent with the ~~[Design Guidelines]~~ Regulations for Historic Districts and Historic Sites Chapter 15-13 and Architectural Review Chapter 15-5.

For the purpose of measuring Slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on the certified topographic survey. The measurement shall quantify the steepest Slope within the Building Footprint and any Access driveway.

1. **Steep Slope Determination**.
    1. A Steep Slope Conditional Use permit is required for construction of any Structure with a Building Footprint in excess of two hundred square feet (200 sq. ft.) if said Building Footprint is located on or projecting over an existing Slope of thirty percent (30%) or greater.
    2. A Steep Slope Conditional Use permit is required for construction of any addition to an existing Structure, when the Building Footprint of the addition is in excess of two hundred square feet (200 sq. ft.), if the Building Footprint of the addition is located on or projecting over an existing Slope of thirty percent (30%) or greater.
    3. A Steep Slope Conditional Use permit is required for any Access driveway located on or projecting over an existing Slope of (30%) or greater.

2. **Conditional Use Permit Criteria**.

The Planning Commission may review Steep Slope Conditional Use permit Applications as Consent Calendar items. Steep Slope Conditional Use permit Applications shall be subject to the following criteria:

1. **LOCATION OF DEVELOPMENT**. Development is located and designed to reduce visual and environmental impacts of the Structure.
2. **VISUAL ANALYSIS**. The Applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points:
    1. To determine potential impacts of the proposed Access, and Building mass and design; and
    2. To identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities.
3. **ACCESS**. Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. Shared Driveways and Parking Areas, and side Access to garages are strongly encouraged, where feasible.
4. **TERRACING**. ~~[The project may include terraced retaining Structures if necessary to regain Natural Grade.]~~ The proposed plans shall include detailed information, including height from Existing Grade and width on all proposed retaining walls. The Applicant shall terrace retaining walls to return to Natural Grade. If the height of the retaining walls is proposed to be modified by more than six inches in height, width, length, or location, the Applicant shall file a modification application with the Planning

Department and return to the Planning Commission for review and Final Action for any proposed modification to retaining walls. Additionally, modification of pervious material to impervious material or changes to excavation depths require a modification application and Planning Commission for review and Final Action.

5. **BUILDING LOCATION**. Buildings, Access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent Properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and to provide variation of the Front Yard.
6. **BUILDING FORM AND SCALE**. Where Building masses orient against the Lot's existing contours, the Structures must be stepped with the Grade and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Commission may require a garage separate from the main Structure or no garage.
7. **SETBACKS**. The Planning Commission may require an increase in one or more Setbacks to minimize the creation of a "wall effect" along the Street front and/or the Rear Lot Line. The Setback variation will be a function of

the Site constraints, proposed Building scale, and Setbacks on adjacent Structures.

8. **DWELLING VOLUME**. The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in this Chapter. The Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures.

9. **BUILDING HEIGHT (STEEP SLOPE)**. The Zone Height in the HRL District is twenty-seven feet (27') and is restricted as stated above in Section 15-2.1-5. The Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and the Historic character of the neighborhood's existing residential Structures.

10. GEOTECHINCAL ANALYSIS. The Applicant shall provide the Planning Department with a Geotechnical report prepared by a registered geotechnical engineer, engineering geologist, or other qualified professional. The report must include information such as soils characteristics and preliminary structural recommendations intended to inform for the design and mitigation of soils conditions, slope limitations, and/or ground water. The Engineering or Building Department may request additional information in the form of a Geotechnical survey if

additional information is deemed necessary.

HISTORY

Adopted by Ord. 00-15 on 3/2/2000

Amended by Ord. 06-56 on 7/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 09-14 on 4/9/2009

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2019-07 on 1/29/2019

Amended by Ord. 2020-42 on 9/17/2020

Amended by Ord. 2023-49 on 10/26/2023

15-2.2-5 Building Height

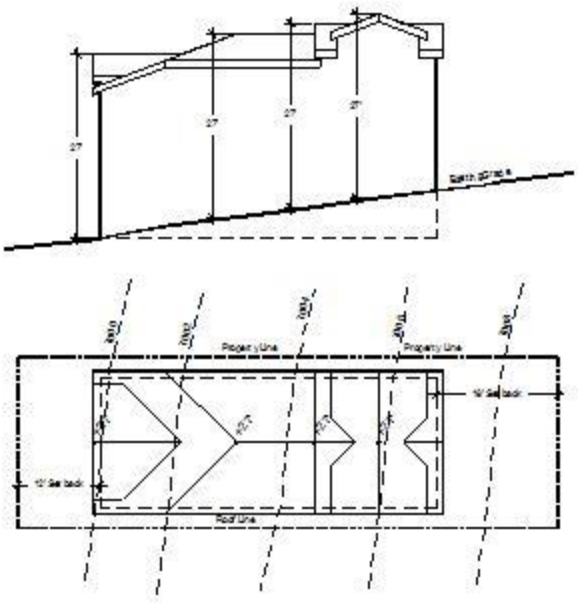
No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade. This is the Zone Height. Final Grade must be within four vertical feet (4') of Existing Grade, except for the placement of approved window wells, emergency egress, and a garage entrance. The following height requirements must be met:

1. 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 that supports the ceiling joists or roof rafters.
2. A ten foot (10') minimum horizontal step in the downhill façade is required unless the First Story is located completely under the finish Grade on all sides of the Structure. The horizontal step shall take place at a maximum height of twenty

three feet (23') from where the Building Footprint meets the lowest point of existing Grade. Architectural features, that provide articulation to the upper story façade setback, may encroach into the minimum ten foot (10') setback but shall be limited to no more than twenty five percent (25%) of the width of the building encroaching no more than four feet (4') into the setback, subject to compliance with the Design Guidelines for Historic Sites and Historic Districts.

3. **ROOF PITCH**. The roof pitch of a Structure's Contributing Roof Form shall be between seven: twelve (7:12) and twelve: twelve (12:12) and shall occupy a minimum horizontal distance of 20 feet measured from the primary façade to the rear of the building, as viewed from the primary public right-of-way. Secondary Roof Forms may be below the required 7:12 roof pitch and located on the primary façade (such as porches, bay window roofs, etc).
    1. Secondary Roof Forms may be Rooftop Decks so long as they are not more than 23 feet in height above Finished Grade. This height includes any railings, parapets, stairs, and similar constructions on the Roof Deck.
    2. The height of railings, parapets, stairs, and similar constructions on a Green Roof or Flat Roof are included in the calculation of Building Height. Decks, hot tubs, outdoor cooking areas, and seating areas are not permitted on Green Roofs. Green Roofs must be vegetated.
    3. A Structure containing a flat roof shall have a maximum height of thirty-five feet (35') measured from the lowest floor plan to the highest wall top plate that supports the ceiling joists or roof rafters. The height of the Green Roof, including the parapets or similar features shall not exceed twenty

four inches (24”) above the highest top plate mentioned above. Any required railings for a Green Roof shall comply with Building Height.



4. Accessory Structures may be below the required seven: twelve (7:12) roof pitch.

4. **BUILDING HEIGHT EXCEPTIONS**. The following height exceptions apply:

1. Antennas, chimneys, flues, vents, or similar Structures, may extend up to five feet (5') above the highest point of the Building to comply with International Building Code (IBC) requirements.
2. Water towers, mechanical equipment, and Solar Energy Systems, when enclosed or Screened, may extend up to five feet (5') above the height of the Building. See Section 15-5-5.
3. **ELEVATOR ACCESS**. The Planning Director may allow additional height to allow for an elevator compliant with American Disability Act (ADA) standards. The Applicant must verify the following:

1. The proposed .height exception is only for the Area of the elevator. No increase in square footage is being achieved.
2. The proposed option is the only feasible option for the elevator on the Site.
3. The proposed elevator and floor plans comply with the American Disability Act (ADA) standards.

4. **GARAGE ON DOWNHILL LOT**. The Planning Commission may allow additional Building Height (see entire Section 15-2.2-5) on a downhill Lot to accommodate a single car wide garage in a Tandem Parking configuration; to accommodate circulation, such as stairs and/or an ADA elevator; and to accommodate a reasonably sized front entry area and front porch that provide a Compatible streetscape design. The depth of the garage may not exceed the minimum depth for internal Parking Space(s) as dimensioned within this Code, Chapter 15-3. The additional Building Height may not exceed thirty-five feet (35') from Existing Grade.

HISTORY

Adopted by Ord. 00-15 on 3/2/2000

Amended by Ord. 06-56 on 7/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 09-14 on 4/9/2009

Amended by Ord. 09-40 on 11/5/2009

Amended by Ord. 13-48 on 11/21/2013

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2017-59 on 11/9/2017

Amended by Ord. 2018-27 on 5/31/2018

Amended by Ord. 2020-42 on 9/17/2020

15-2.2-6 Development On Steep Slopes

Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements, and consistent with the ~~[Design Guidelines]~~ Regulations for Historic Districts and Historic Sites Chapter 15-13 and Architectural Review Chapter 15-5.

For the purpose of measuring Slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on the certified topographic survey. The measurement shall quantify the steepest Slope within the Building Footprint and any Access driveway.

1. **Steep Slope Determination.**
    1. A Steep Slope Conditional Use permit is required for construction of any Structure with a Building Footprint in excess of two hundred square feet (200 sq. ft.) if said Building Footprint is located on or projecting over an existing Slope of thirty percent (30%) or greater.
    2. A Steep Slope Conditional Use permit is required for construction of any addition to an existing Structure, when the Building Footprint of the addition is in excess of two hundred square feet (200 sq. ft.), if the Building Footprint of the addition is located on or projecting over an existing Slope of thirty percent (30%) or greater.

3. A Steep Slope Conditional Use permit is required for any Access driveway located on or projecting over an existing Slope of thirty percent (30%) or greater.

2. **Conditional Use Permit Criteria.**

The Planning Commission may review Steep Slope Conditional Use permit Applications as Consent Calendar items. Steep Slope Conditional Use permit Applications shall be subject to the following criteria:

1. **LOCATION OF DEVELOPMENT**. Development is located and designed to reduce visual and environmental impacts of the Structure.
2. **VISUAL ANALYSIS**. The Applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points:
    1. To determine potential impacts of the proposed Access, and Building mass and design; and
    2. To identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities.
3. **ACCESS**. Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. Shared Driveways and Parking Areas, and side Access to garages are strongly encouraged, where feasible.
4. **TERRACING**. ~~[The project may include terraced retaining Structures if necessary to regain Natural Grade.]~~ The proposed plans shall include detailed information, including height from Existing Grade and width on all proposed retaining walls. The Applicant shall terrace retaining walls to

return to Natural Grade. If the height of the retaining walls is proposed to be modified by more than six inches in height, width, length, or location, the Applicant shall file a modification application with the Planning Department and return to the Planning Commission for review and Final Action for any proposed modification to retaining walls. Additionally, modification of pervious material to impervious material or changes to excavation depths require a modification application and Planning Commission for review and Final Action.

5. **BUILDING LOCATION.** Buildings, Access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and to provide variation of the Front Yard.

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

7. **SETBACKS**. The Planning Commission may require an increase in one or more Setbacks to minimize the creation of a “wall effect” along the Street front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures.
8. **DWELLING VOLUME**. The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in this Chapter. The Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures.
9. **BUILDING HEIGHT (STEEP SLOPE)**. The Zone Height in the HR-1 District is twenty-seven feet (27') and is restricted as stated above in Section 15-2.2-5. The Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and the Historic character of the neighborhood's existing residential Structures.
10. GEOTECHINCAL ANALYSIS. The Applicant shall provide the Planning Department with a Geotechnical report prepared by a registered geotechnical engineer, engineering geologist, or other qualified professional. The report must include information such as soils characteristics and preliminary structural recommendations intended to

inform for the design and mitigation of soils conditions, slope limitations, and/or ground water. The Engineering or Building Department may request additional information in the form of a Geotechnical survey if additional information is deemed necessary.

HISTORY

Adopted by Ord. 00-15 on 3/2/2000

Amended by Ord. 06-56 on 7/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 09-14 on 4/9/2009

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2019-07 on 1/29/2019

Amended by Ord. 2020-42 on 9/17/2020

Amended by Ord. 2023-49 on 10/26/2023

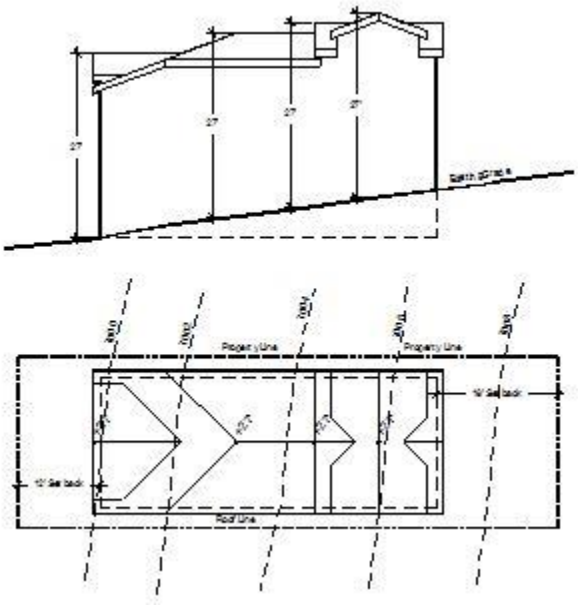
15-2.3-5 Building Height

No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade. This is the Zone Height. Final Grade must be within four vertical feet (4') from Existing Grade, except for the placement of approved window wells, emergency egress, and a garage entrance. The Planning Commission may grant an exception to the Final Grade requirement as part of a Master Planned Development within Subzone A where Final Grade must accommodate zero lot line Setbacks. The following height requirements must be met:

1. 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 that supports the ceiling joists or roof rafters. The Planning Commission may grant an exception to this requirement as part of a Master Planned Development within Subzone A for the extension of below Grade subterranean HCB Commercial Uses.
2. A ten foot (10') minimum horizontal step in the downhill façade is required unless the First Story is located completely under the finish Grade on all sides of the Structure. The Planning Commission may grant an exception to this requirement as part of a Master Planned Development within Subzone A consistent with MPD requirements of Section 15-6-5. The horizontal step shall take place at a maximum height of twenty three feet (23') from where Building Footprint meets the lowest point of existing Grade. Architectural features, that provide articulation to the upper story façade setback, may encroach into the minimum ten foot (10') setback but shall be limited to no more than twenty five percent (25%) of the width of the building encroaching no more than four feet (4') into the setback, subject to compliance with the Design Guidelines for Historic Sites and Historic Districts.
3. **ROOF PITCH**. The roof pitch of a Structure's Contributing Roof Form shall be between seven: twelve (7:12) and twelve: twelve (12:12) and shall occupy a minimum horizontal distance of 20 feet measured from the primary façade to the rear of the building, as viewed from the primary public right-of-way. Secondary

Roof Forms may be below the required 7:12 roof pitch and located on the primary façade (such as porches, bay window roofs, etc).

1. Secondary Roof Forms may be Rooftop Decks so long as they are not more than 23 feet in height above Finished Grade. This height includes any railings, parapets, stairs, and similar constructions on the Roof Deck.
2. The height of railings, parapets, stairs, and similar constructions on a Green Roof or Flat Roof are included in the calculation of Building Height. Decks, hot tubs, outdoor cooking areas, and seating areas are not permitted on Green Roofs. Green Roofs must be vegetated.
3. A Structure containing a flat roof shall have a maximum height of thirty five feet (35') measured from the lowest floor plane to the highest wall top plate that supports the ceiling joists or roof rafters. The height of the Green Roof, including the parapets or similar features shall not exceed twenty four (24") above the highest top plate mentioned above. Any required railings for a Green Roof shall comply with Building Height.



4. Accessory Structures may be below the required seven: twelve (7:12) roof pitch.

4. **BUILDING HEIGHT EXCEPTIONS**. The following height exceptions apply:
    1. Antennas, chimneys, flues, vents, or similar Structures, may extend up to five feet (5') above the highest point of the Building to comply with International Building Code (IBC) requirements.
    2. Water towers, mechanical equipment, and Solar Energy Systems,, when enclosed or Screened, may extend up to five feet (5') above the height of the Building.
    3. **ELEVATOR ACCESS**. The Planning Director may allow additional height to allow for an elevator compliant with American Disability Act (ADA) standards. The Applicant must verify the following:
        1. The proposed height exception is only for the Area of the elevator. No increase in square footage of the Building is being achieved.
        2. The proposed option is the only feasible option for the elevator on the Site.
        3. The proposed elevator and floor plans comply with the American Disability Act (ADA) standards.
    4. **GARAGE ON DOWNHILL LOT**. The Planning Commission may allow additional Building Height (see entire Section 15-2.3-6) on a downhill Lot to accommodate a single car wide garage in a Tandem configuration; to accommodate circulation, such as stairs and/or an ADA elevator; and to accommodate a reasonably sized front entry area and front porch that

provide a Compatible streetscape design. The depth of the garage may not exceed the minimum depth for internal Parking Space(s) as dimensioned within this Code, Chapter 15-3. The additional height may not exceed thirty-five feet (35') from existing Grade.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 06-56 on 7/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 09-14 on 4/9/2009

Amended by Ord. 09-40 on 11/5/2009

Amended by Ord. 10-14 on 4/15/2010

Amended by Ord. 13-48 on 11/21/2013

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2017-59 on 11/9/2017

Amended by Ord. 2018-27 on 5/31/2018

Amended by Ord. 2020-42 on 9/17/2020

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15-2.3-6 Development On Steep Slopes

Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements, and consistent with the ~~[Design Guidelines]~~ Regulations for Historic Districts and Historic Sites Chapter 15-3, and Chapter 15-5.

For the purpose of measuring Slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on the certified topographic survey. The measurement shall quantify the steepest Slope within the Building Footprint and any Access driveway.

1. **Steep Slope Determination.**
    1. A Steep Slope Conditional Use permit is required for construction of any Structure with a Building Footprint in excess of two hundred square feet (200 sq. ft.) if said Building Footprint is located on or projecting over an existing Slope of thirty percent (30%) or greater.
    2. A Steep Slope Conditional Use permit is required for construction of any addition to an existing Structure, when the Building Footprint of the addition is in excess of two hundred square feet (200 sq. ft.), if the Building Footprint of the addition is located on or projecting over an existing Slope of thirty (30%) or greater.
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1. **LOCATION OF DEVELOPMENT**. Development is located and designed to reduce visual and environmental impacts of the Structure.
2. **VISUAL ANALYSIS**. The Applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points:
    1. To determine potential impacts of the proposed Access, and Building mass and design; and
    2. To identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities.
3. **ACCESS**. Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. Shared Driveways and Parking Areas, and side Access to garages are strongly encouraged, where feasible.
4. **TERRACING**. ~~[The project may include terraced retaining Structures if necessary to regain Natural Grade.]~~ The proposed plans shall include detailed information, including height from Existing Grade and width on all proposed retaining walls. The Applicant shall terrace retaining walls to return to Natural Grade. If the height of the retaining walls is proposed to be modified by more than six inches in height, width, length, or location, the Applicant shall file a modification application with the Planning Department and return to the Planning Commission for review and Final Action for any proposed modification to retaining walls. Additionally, modification of pervious material to impervious material or changes to

excavation depths require a modification application and Planning Commission for review and Final Action.

5. **BUILDING LOCATION**. Buildings, Access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent Properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and to provide variation of the Front Yard.
6. **BUILDING FORM AND SCALE**. Where Building masses orient against the Lot's existing contours, the Structures must be stepped with the Grade and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Commission may require a garage separate from the main Structure or no garage.
7. **SETBACKS**. The Planning Commission may require an increase in one or more Setbacks to minimize the creation of a "wall effect" along the Street front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures.
8. **DWELLING VOLUME**. The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth

in this Chapter. The Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures.

9. **BUILDING HEIGHT (STEEP SLOPE)**. The Zone Height in the HR-2 District is twenty-seven feet (27') and is restricted as stated above in Section 15-2.3-6. The Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between the proposed Structure and the Historic character of the neighborhood's existing residential Structures.

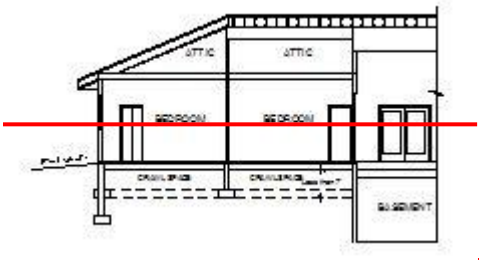
10. GEOTECHINCAL ANALYSIS. The Applicant shall provide the Planning Department with a Geotechnical report prepared by a registered geotechnical engineer, engineering geologist, or other qualified professional. The report must include information such as soils characteristics and preliminary structural recommendations intended to inform for the design and mitigation of soils conditions, slope limitations, and/or ground water. The Engineering or Building Department may request additional information in the form of a Geotechnical survey if additional information is deemed necessary.

15-15-1 Definitions

~~**[CRAWL SPACE**. An uninhabitable Area with no exterior windows or doors and less than seven vertical feet (7') measured from the base of the footings to the floor framing~~

DRAFT

~~above.]~~



LOWEST FLOOR PLANE. The bottom level of a structure, regardless of material (dirt, concrete, etc.) or the lowest point of excavation (excluding footings).

15-15-2 List Of Defined Terms

~~[Crawl Space]~~

Lowest Floor Plane

DRAFT

MEMO FROM THE BUILDING DEPARTMENT

A geotechnical report can be either a geotechnical inspection/observation report, or a geotechnical investigation. An inspection or observation report is typically produced as a product of the excavation of a construction site. An inspection/observation can guide some engineering practices but is typically used to confirm assumed factors. A geotechnical investigation, on the other hand, is a much more thorough report than is typically performed prior to excavation. The items outlined below indicate what may be considered within the parameters of a geotechnical investigation. Due to the slope, depth of the excavation, and proximity of most neighboring properties, it is recommended all permits requested on steep slopes be required to provide a geotechnical investigation report prior to permit approval.

- Frost Depth
- Test Pits
    - A map or description of where they were on site
    - Quantity of test pits
    - Depth of test pits
- Presence or Absence of Groundwater
- Depth of Bedrock/Refusal
- Soil Information
    - Often I see a soil column diagram showing types of soils at different depths
    - φ (angle of internal friction)
- Minimum recommended spread footing and continuous wall footing widths
- Allowable Bearing Pressures
- Lateral Earth Pressures
    - μ (coefficient of friction)
    - Active, At-Rest, and Passive Soil Pressures
    - Unit Weight of Soil
- Seismic Data
    - S*s*, S*1*, F*a*, F*v*
- If over-excavation and replacement of unsuitable soils is necessary
- Excavation recommended maximum angle (e.g. sideslopes no steeper than one-half horizontal to one vertical)
- I don’t always see this, but might recommend also would be slope stability recommendations: (e.g. native soils, embanked for landscaping shall have slopes of no greater than 2 horizontal to 1 vertical)
- Drainage recommendations

Dave Thacker,

Chief Building Official

Planning Commission
Staff Report

Subject: **Residential Lot Size Maximum**
Application: **PL-23-05821**
Author: **Spencer Cawley, Planner II**
Date: **April 24, 2024**
Type of Item: **Legislative – Land Management Code Amendments**

Recommendation

(I) Discuss proposed Land Management Code amendments that establish a maximum lot size for residential development in the Recreation Commercial Zoning District; (II) hold a public hearing; and (III) consider forwarding a positive recommendation to City Council for consideration on May 23, 2024.

Description

Applicant:	Planning Department
Zoning Districts:	Recreation Commercial
Land Management Code Sections Amended:	Recreation Commercial § 15-2.16-5 Special Requirements for Single Family and Duplex Dwellings
Reason for Review:	The Planning Commission reviews and forwards a recommendation to the City Council for Land Management Code amendments; the City Council takes Final Action[1]

LMC	Land Management Code
R – 1	Residential – 1
RC	Recreation Commercial
RMD	Residential – Medium Density

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

Background

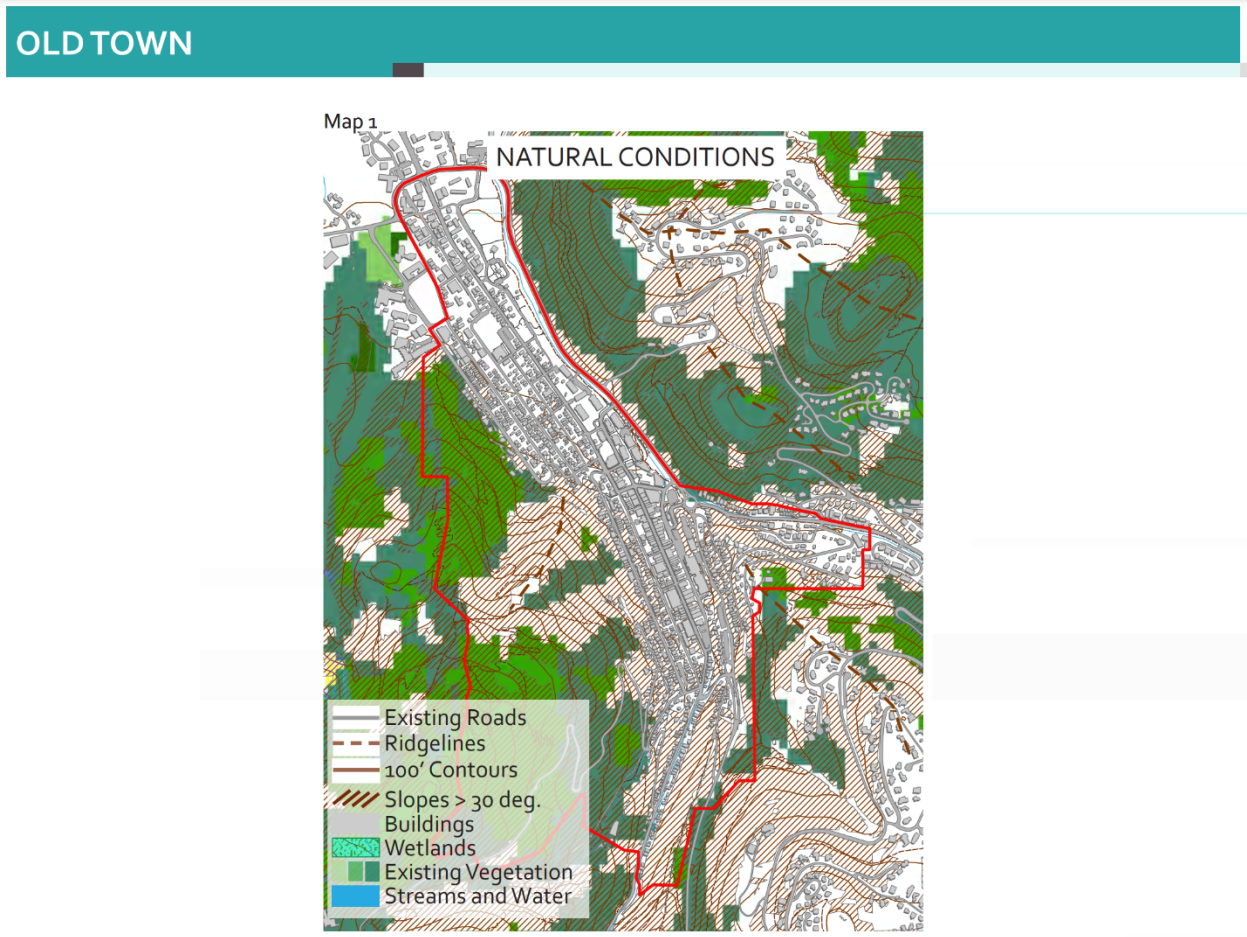
On April 26, 2023, the Planning Commission requested prioritization of Land Management Code amendments regarding lot combinations for residential uses in Historic Districts (Minutes, p. 2). On May 10, 2023, in response to this request, Planning Staff issued public notice of a Pending Ordinance establishing maximum lot sizes for residential uses in the Historic Residential Districts.

On May 24, 2023, the Planning Commission conducted a public hearing and asked staff to evaluate whether the lot combination regulations for Single-Family Dwellings should expand to the Recreation Commercial and other Zoning Districts that are transition

[1] LMC § 15-1-7

zones from Old Town to adjacent neighborhoods (Staff Report; Meeting Minutes, p. 24).

However, the Old Town neighborhood outlined in the General Plan also encompasses portions of the R – 1, RC, and RM Zoning Districts outlined in red below:



On August 23, 2023, the Planning Commission directed staff to issue a pending ordinance establishing a maximum lot size for residential uses in the Old Town neighborhood's transition zones, including the Residential – 1 (R – 1), Recreation Commercial (RC), and Residential – Medium Density (RM) Zoning Districts (Staff Report; Meeting Minutes). On August 29, 2023, staff issued notice of a pending ordinance and sent public notice to property owners within the R – 1, RC, and RM Zoning Districts.

On October 26, 2023, the City Council adopted Ordinance No. 2023-50 as recommended by the Planning Commission, establishing a maximum lot size in the Historic Residential Zoning Districts for compatible infill. The scope of the amendments for Planning Commission discussion is limited to those Zoning Districts that serve as a transition from Old Town to adjacent neighborhoods – the R – 1, RC, and RM Zoning Districts.

On November 8, 2024, the Planning Commission held a public hearing, provided input, and continued the discussion to January 10, 2024 (Staff Report; Meeting Minutes).

At the recommendation of the planning team, the Planning Commission held a public hearing on January 10, 2024, and continued the discussion to March 27, 2024 (Continuation Report; Meeting Minutes).

On March 27, 2024, the Planning Commission reviewed the Planning Team's recommendation to adopt a maximum lot size in the RC Zoning District only (Staff Report; Meeting Audio). The Planning Commission held a public hearing and continued the discussion to April 24, 2024, to allow staff additional time to update the proposed Ordinance. This staff report reflects the changes discussed in that meeting.

Analysis

I. Purpose of the Recreation Commercial Zoning District as an Old Town Transition Zone.

The Recreation Commercial Zoning District's purpose includes constructing buildings with designs that reflect traditional Park City architectural patterns and character, along with site designs that promote the area's mountain and Historic character by designing projects that relate to the city's mining and Historic architectural heritage.[2] LMC § 15-2.16-5(A) establishes a minimum lot size of 1,875 square feet for Single-Family Dwellings and 3,750 square feet for Duplexes in the Recreation Commercial Zoning District.

Until 2021, properties within the RC zone and two blocks of a Historic District zone were required to be reviewed under the Regulations for Historic Districts and Historic Sites. Due to state preemption, only designated Historic Districts require compliance with design standards. However, because of its proximity to the Historic District, establishing a maximum lot size in the RC Zone is consistent with the neighboring Historic Zoning Districts.

Establishing a maximum lot size within the RC Zoning District aligns with the district's overarching objective of fostering traditional architectural styles and preserving the distinctive character that reflects Park City's rich heritage. A maximum lot size regulation within this district ensures that development adheres to the designated aesthetic and preferred scale of the neighboring Historic Districts, thereby safeguarding the city's historical and mountain town identity.

II. General Plan Recommendations

Establishing a maximum lot size in the Recreation Commercial Zoning District aligns with the General Plan goals of preserving historic character, maintaining compatibility and

[2] LMC § 15-2.16-1(H) and (I)

scale, and ensuring context-sensitive development while also considering the broader objective of the General Plan regarding housing diversity.

Preservation of Historic Character: The Park City General Plan emphasizes the importance of maintaining the architectural roots and historic fabric of local historic districts. The Planning Commission considered a maximum lot size in the historic zoning districts in order to allow for redevelopment and infill that is compatible with the Historic Character of these districts. By doing so, the city recognized the need to preserve the integrity, mass, scale, and character of these areas. Similarly, applying this principle to the RC Zoning District, which directly neighbors the historic zoning districts, ensures consistency in preserving the area's historic character.

Compatibility and Scale: Community Planning Strategy 15.12 specifically encourages examining lot sizes to determine if a maximum lot size provides compatible mass and scale for new structures and additions to existing structures. This suggests that a maximum lot size can help maintain a cohesive architectural aesthetic and prevent development that may disrupt the area's historic character.

Context-Sensitive Development: Community Planning Strategy 7.11 suggests decreasing minimum and maximum lot size requirements to allow for more affordable and attainable infill housing. However, this strategy might not be directly applicable to the RC Zoning District, where the primary focus is on commercial and recreational activities. Instead, establishing a maximum lot size ensures that any development aligns in scale and density with the context and character of the area.

III. Old Town Transition Zone Lot Sizes

The average parcel size in the RC Zoning District is 9,083 square feet (0.21 acres). However, the RC Zoning District contains larger-than-average parcel sizes in close proximity to the resort base, intended to facilitate commercial uses and Multi-Unit Dwellings. By removing these larger parcels, the average residential parcel size (accommodating Single-Family and Duplex Structures) is approximately 3,485 square feet or 0.08 acres.

Within the RC Zone, there are five vacant lots or parcels (excluding the North Norfolk parcels approved by Ordinance No. 2023-54 and adopted by the City Council on December 14, 2023). Additionally, four of the five parcels are city-owned, leaving only one vacant residential parcel.[3] The five parcels are identified in the following image:

[3] This parcel is subject to development restrictions, including house size, vegetation preservation, landscaping, and limits to further subdivision, as recorded on the Subdivision Plat.

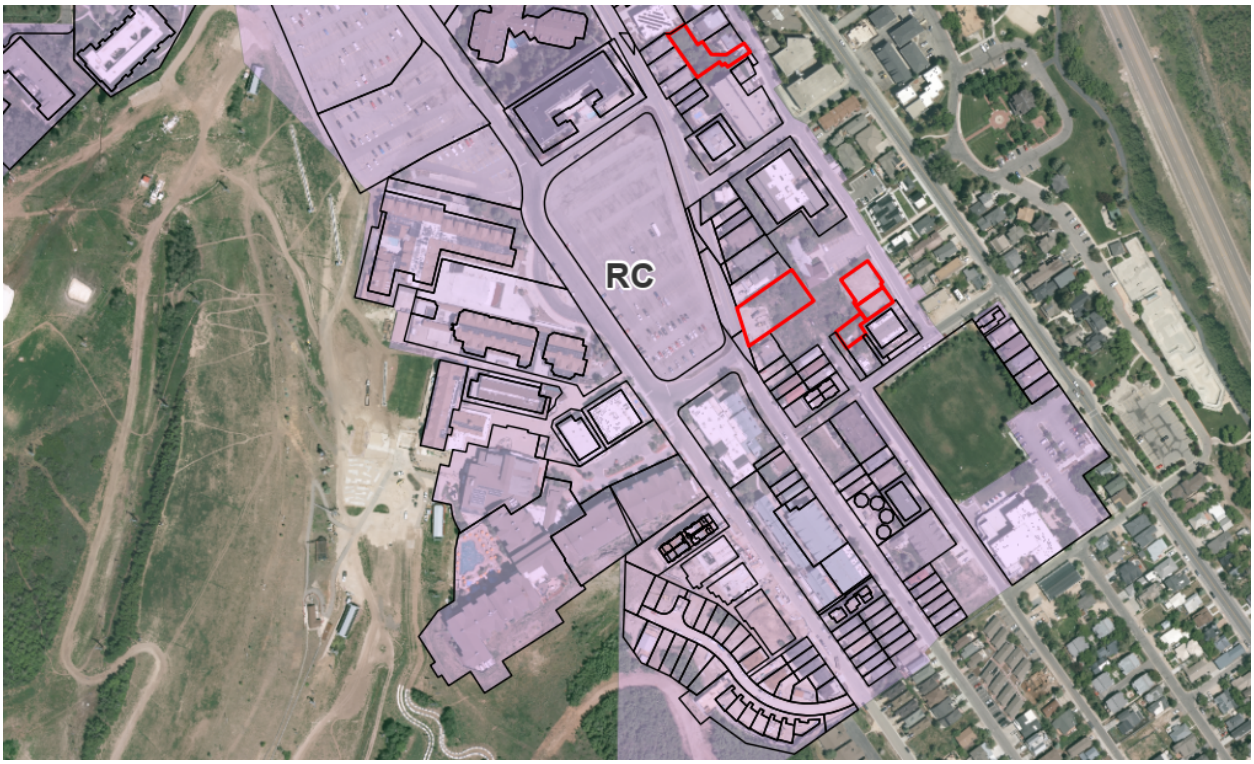


Figure 1: RC - Five vacant, buildable parcels.

Establishing a maximum lot size in the RC Zoning District is justified as it ensures the preservation of smaller lot sizes suitable for compatible residential development. This regulation also fosters a balanced transition in land use patterns by maintaining the established residential lot maximum in the neighboring historic zoning district while still allowing for commercial and Multi-Unit Dwelling development.

IV. Historic Residential Sites

The city's Historic Sites Inventory identifies four historic sites within the RC Zoning District: three Significant and one Landmark.[4]

The proposed regulations for a maximum lot size in the RC Zoning District will not adversely affect the integrity of these historic sites or compromise the existing regulations governing the preservation of Historic Structures.

V. Pending Ordinance Maximum Lot Sizes

Planning Staff recommends the Planning Commission assess the revised ordinance and provide a recommendation for City Council's consideration on May 23, 2024. The proposed ordinance establishes a maximum lot size for Single-Family and Duplex uses in the RC Zoning District:

[4] LMC § 15-11-10(A)

- **Recreation Commercial**
    - Maximum lot size of 3,750 square feet, or two Old Town lots, for Single-Family Dwellings.
    - Maximum lot size of 7,500 square feet, or four Old Town lots, for Duplex Dwellings.
    - Exempt Historic Sites that exceed the maximum lot size.
    - Existing Lots that were previously approved by Subdivision or Plat Amendment may be built on pursuant to the regulations in effect at the time the plat was approved. The proposed amendments apply only to new Subdivisions or Plat Amendments moving forward for Single-Family or Duplex proposals.

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.

Exhibits

Exhibit A: Draft Ordinance

Ordinance No. 2024-XX

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE RESIDENTIAL MAXIMUM LOT SIZE FOR THE RECREATION COMMERCIAL ZONING DISTRICT

WHEREAS, Goal 15 in the Park City General Plan is to "[p]reseve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations;"

WHEREAS, the General Plan encourages examining lot sizes to determine if a maximum lot size provides compatible mass and scale for new structures and additions to existing structures;

WHEREAS, the General Plan suggests that a maximum lot size can help maintain a cohesive architectural aesthetic and prevent development that may disrupt the area's historic character;

WHEREAS, the average residential parcel size (accommodating Single-Family and Duplex structures) is approximately 3,485 square feet or 0.08 acres);

WHEREAS, establishing a maximum lot size is justified and ensures the preservation of smaller lot sizes suitable for compatible residential development, fosters a balanced transition in land use patterns for single-family and duplex uses while still allowing for commercial and multi-unit dwelling development;

WHEREAS, on October 26, 2023, the City Council enacted Ordinance No. 2023-05, establishing maximum lot sizes for residential uses within Historic Districts;

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WHEREAS, the Land Management Code establishes the Recreation Commercial Zoning District to transition use and scale between the Historic Districts and resort and town development;

WHEREAS, the Planning Commission requested Lot Combination land use regulations be prioritized for evaluation and updates;

WHEREAS, on August 25, 2023, the Planning Commission directed staff to issue a pending ordinance for maximum lot sizes for Single-Family, Duplex, and Triplex Uses in the Recreation Commercial, Residential – 1, and Residential Medium Zoning Districts;

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 or promote moderate-income housing;

WHEREAS, on November 8, 2023, January 10, 2024, March 27, 2024, and April 24, 2024, the Planning Commission conducted a duly noticed public hearings;

WHEREAS, on April 24, 2024, the Planning Commission forwarded a _____ recommendation for City Council's consideration;

WHEREAS, on May 23, 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:

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SECTION 1. AMEND MUNICIPAL CODE OF PARK CITY LAND MANAGEMENT CODE TITLE 15. Municipal Code of Park City Title 15 Land Management Code 15-2.16-5 Recreation Commercial *Special Requirements for Single-Family and Duplex Dwellings* is amended as outlined in Attachment 1.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED THIS 23rd day of May 2024.

PARK CITY MUNICIPAL CORPORATION

_____

Nann Worel, Mayor

Attest:

_____

City Recorder

Approved as to form:

_____

City Attorney's Office

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Attachment 1

15-2.16-5 Special Requirements For Single Family And Duplex Dwellings

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

The following minimum Lot and Site requirements apply to Single Family and Duplex Dwellings in the RC District:

A. **LOT SIZE**. The minimum Lot Area is 1,875 square feet for a Single Family Dwelling and the maximum Lot Area is 3,750 square feet. The minimum Lot Area for a Duplex Dwelling is 3,750 square feet and the maximum Lot Area is 7,500 square feet. The minimum width of a Lot is twenty-five feet (25'); measured fifteen feet (15') back from the Front Lot Line. In the case of unusual Lot configurations, Lot Width measurements shall be determined by the Planning Director.

B. **BUILDING ENVELOPE - RC DISTRICT**. The Building Pad, Building Footprint and height restrictions define the maximum Building Envelope within which all Development must occur, with exceptions as allowed by Section 2-16-5(C).

C. **BUILDING PAD - RC DISTRICT**. The Building Pad is the Lot Area minus required Front, Rear and Side Setback Areas.

1. The Building Footprint must be within the Building Pad. The remainder of the Building Pad must be open and free of any other Structure except:

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a. Porches or decks, with or without roofs;

b. At Grade patios;

c. Upper level decks, with or without roofs;

d. Bay Windows;

e. Chimneys;

f. Sidewalks, pathways, and steps;

g. Screened hot tubs; and

h. Landscaping.

2. Exceptions to the Building Pad Area, excluding Bay Windows, are not included in the Building Footprint calculations, and are subject to Planning Director approval based on a determination that the proposed exceptions result in a design that:

a. provides increased architectural interest consistent with the Design Guidelines for Historic Districts and Sites; and

b. maintains the intent of this section to provide horizontal and vertical Building articulation.

D. **BUILDING FOOTPRINT – RC DISTRICT**. The maximum Building Footprint of any Single Family or Duplex Structure located on a Lot, or combination of Lots, not exceeding 18,750 square feet in Lot Area, shall be calculated according to the following formula for Building Footprint, illustrated in Table 15-2.16.

Accessory Buildings listed on the Park City Historic Structures Inventory that are not expanded, enlarged or incorporated into the Main Building, shall not count in

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the total Building Footprint of the Lot.

The maximum Building Footprint for any Structure located on a Lot or combination of Lots, exceeding 18,750 square feet in Lot Area, shall be 4,500 square feet; with an exemption allowance of 400 square feet, per Dwelling Unit, for garage floor area. A Conditional Use permit is required for all Structures with a proposed footprint of greater than 3,500 square feet.

MAXIMUM FP = $(A/2) \times 0.9^{A/1875}$

Where FP= maximum Building Footprint and A= Lot Area.

Example: 3,750 sq. ft. lot: $(3,750/2) \times 0.9^{(3750/1875)} = 1,875 \times 0.81 = 1,519$ sq. ft.

See the following Table 15-2.16 below for a schedule equivalent of this formula.

TABLE 15-2.16

Lot Depth </=ft.*	Lot Width, ft. Up to:	Side Setbacks Min. Total, ft.		Lot Area Sq. ft.	Bldg. Pad Sq. ft.	Max. Bldg. Footprint
75 ft.	25.0	3 ft.	6 ft.	1,875	1,045	844

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75 ft.	37.5	3 ft.	6 ft.	2,813	1,733	1,201
75 ft.	50.0	5 ft.	10 ft.	3,750	2,200	1,519
75 ft.	62.5	5 ft.	14 ft.	4,688	2,668	1,801
75 ft.	75.0	5 ft.	18 ft.	5,625	3,135	2,050
75 ft.	87.5	10 ft.	24 ft.	6,563	3,493	2,270
75 ft.	100.0	10 ft.	24 ft.	7,500	4,180	2,460
75 ft.	Greater than 100.0	10 ft.	30 ft.	Greater than 75 ft.	Per Setbacks and Lot Area	Per formula

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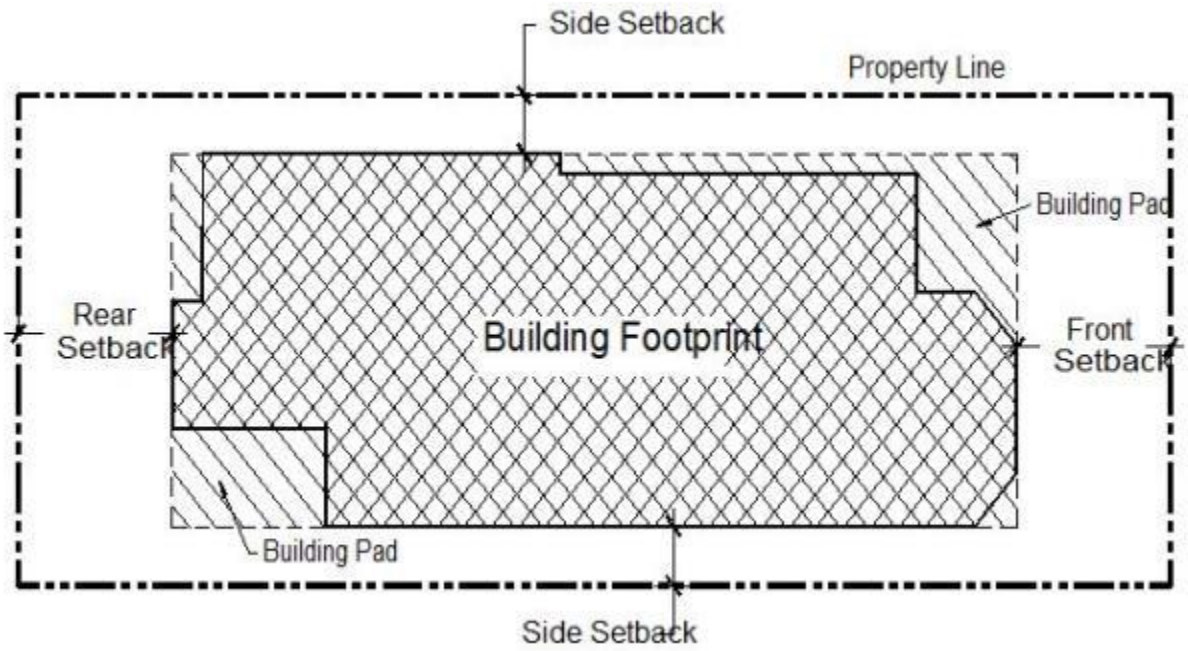
E. *For Lots > 75’ in depth use Footprint formula and Table 15-2.16a for Front and Rear Setbacks.



F. **FRONT AND REAR SETBACK**. Front and Rear Setbacks are as follows:

Table 15-2.16a

Lot Depth	Min. Front/Rear Setback	Total of Setbacks
Up to 75 ft., inclusive	10 ft.	20 ft.

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From 75 ft. to 100 ft.	12 ft.	25 ft.
Over 100 ft.	15 ft.	30 ft.

G. **FRONT SETBACK EXCEPTIONS**. The Front Setback must be open and free of any Structure except:

1. Fences or walls not more than four feet (4') in height, or as permitted in Section 15-4-2. Fences and Walls. 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 handrail, and do not cause any danger or hazard to traffic by obstructing the view of the Street or intersection.
3. Decks, porches, and Bay Windows not more than ten feet (10') wide, 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.

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6. A driveway leading to a garage or Parking Area. No portion of a Front Yard, except for patios, driveways, allowed Parking Areas and sidewalks may be Hard-Surfaced or graveled.

H. **REAR SETBACK EXCEPTIONS**. The Rear Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, projecting not more than two feet (2') into the Rear Setback.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear Setback.
3. Window wells and light wells projecting not more than four feet (4') into the Rear Setback.
4. Roof overhangs and eaves projecting not more than two feet (2') into the Rear Setback.
5. Window sills, belt courses, cornices, trim, exterior siding, and other ornamental features projecting not more than six inches (6”) beyond the window or main Structure to which it is attached.
6. Detached Accessory Buildings not more than eighteen feet (18’) in height, located a minimum of five feet (5’) behind the front façade of the Main Building, and maintaining a minimum Rear Setback of one foot (1’). Such Structures may not cover more than fifty percent (50%) of the Rear

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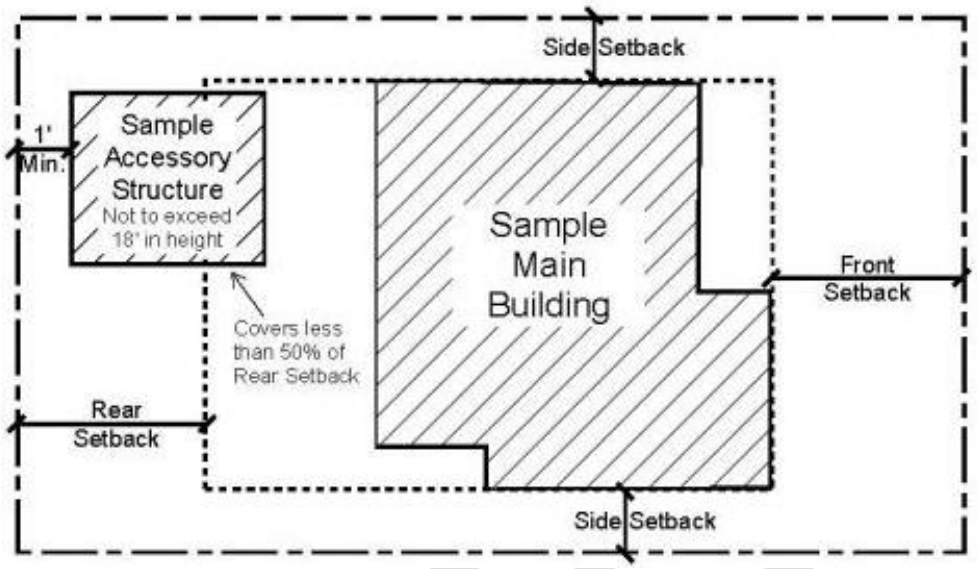
Setback. See the following illustration:



7. Hard-Surfaced Parking Areas subject to the same location requirements as a detached Accessory Building.
8. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Rear Lot Line.
9. Fences and walls as permitted in Section 15-4-2, Fences and Walls.
10. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") above Final Grade.
11. Pathways and steps connecting to a City staircase or pathway.

I. **SIDE SETBACKS**.

1. The minimum Side Setback is three feet (3'), but increases for Lots greater than thirty-seven and one-half feet (37.5') in Width, as per Table 15-2.16 above.
2. Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.

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3. On Corner Lots, the minimum Side Setback that faces a side Street or platted Right-of-Way is five feet (5').
4. A Side Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
    a. Exterior Side Setbacks shall be based on the required minimum Side Setback for each Lot; however the Planning Commission may consider increasing exterior Side Setbacks during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Setback exceptions continue to apply.
    b. Building Footprint shall be based on the total lot Area of the underlying Lots. The Planning Commission may consider decreasing Building Footprint during Conditional Use Permit review to mitigate potential impacts on adjacent Property.

J. **SIDE SETBACK EXCEPTIONS**. The Side Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Side Setback.[1]
2. Chimneys not more than five Feet (5’) wide projecting not more than two feet (2’) into the Side Setback.[1]

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3. Window wells and light wells Projecting not more than four feet (4') into the Side Setback.[1]
4. Roof overhangs and eaves projecting not more than two feet (2') into the Side Setback. A one foot (1') roof or eave overhang is permitted on Lots with a Side Setback of less than five feet (5').[1]
5. Window sills, belt courses, trim, cornices, exterior siding, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
6. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") in height from Final Grade.
7. Fences and walls as permitted in Section 15-4-2.
8. Driveways leading to a garage or approved Parking Area.
9. Pathways and steps connecting to a City staircase or pathway.
10. A detached Accessory Building, not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Side Setback of three feet (3').

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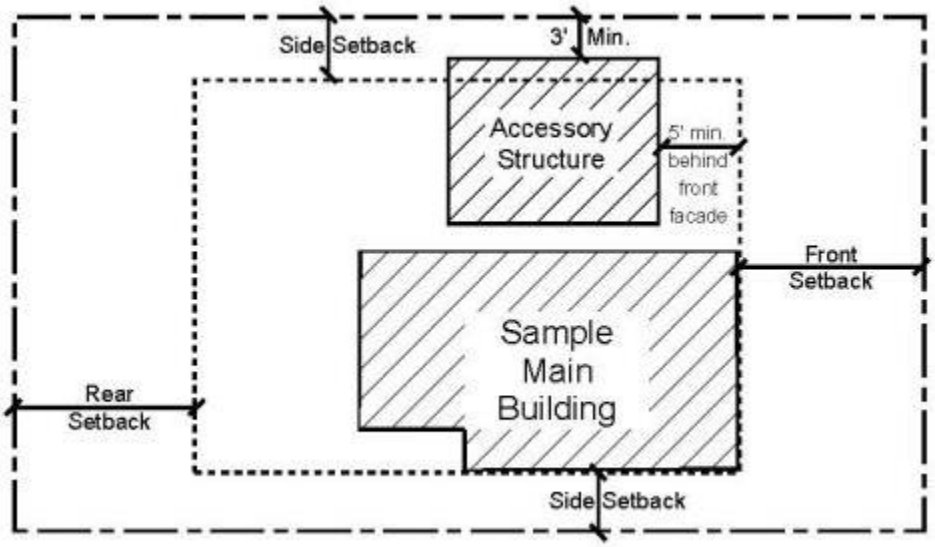
See the following illustration:



11. Mechanical equipment (which must be screened), hot tubs, or similar Structures located a minimum of three feet (3') from the Side Lot Line.

K. **SNOW RELEASE**. Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.

L. **CLEAR VIEW OF INTERSECTION**. No visual obstruction in excess of two feet (2') in height above Road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

M. **BUILDING HEIGHT**. No Single Family or Duplex Dwelling Structure shall be erected to a height greater than twenty-seven feet (27'). This is the Zone Height for Single Family and Duplex Dwellings. Final Grade must be within four vertical feet (4') of Existing Grade around the periphery of the Structure, except for the

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placement of approved window wells, emergency egress, and a garage entrance. The following height requirements must be met:

1. 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 that supports the ceiling joists or roof rafters.
2. A ten foot (10') minimum horizontal step in the downhill façade is required unless the First Story is located completely under the finished Grade on all sides of the Structure. The horizontal step shall take place at a maximum height of twenty three feet (23') from where Building Footprint meets the lowest point of existing Grade. Architectural features, that provide articulation to the upper story façade Setback, may encroach into the minimum ten foot (10') Setback but shall be limited to no more than twenty five percent (25%) of the width of the building encroaching no more than four feet (4') into the Setback, subject to compliance with the Design Guidelines for Historic Sites and Historic Districts.
3. Roof Pitch. The primary roof pitch must be between seven:twelve (7:12) and twelve:twelve (12:12). A Green Roof may be below the required 7:12 roof pitch as part of the primary roof design. In addition, a roof that is not part of the primary roof design may be below the required 7:12 roof pitch.
    a. A structure containing a flat roof shall have a maximum height of thirty five feet (35') measured from the lowest floor plane to the highest wall top plate that supports the ceiling joists or roof rafters. The height of the Green Roof, including the parapets, railings, or

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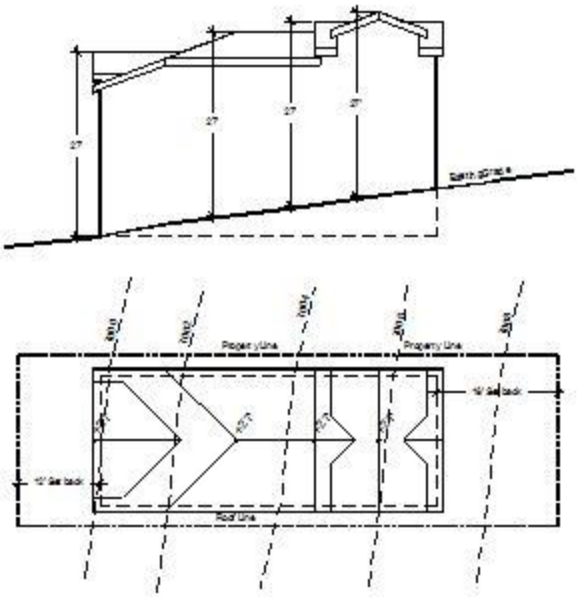
similar features shall not exceed twenty four inches (24”) above the highest top plate mentioned above.



N. **BUILDING HEIGHT EXCEPTIONS**. The following height exceptions apply:

1. Antennas, chimneys, flues, vents, and similar Structures, may extend up to five feet (5') above the highest point of the Building to comply with International Building Code (IBC) requirements.
2. Water towers, mechanical equipment, and associated Screening, when Screened or enclosed, may extend up to five feet (5') above the height of the Building.
3. Elevator access. The Planning Director may allow additional height to allow for an elevator compliant with the American Disability Acts standards. The Applicant must verify the following:
    a. The proposed height exception is only for the Area of the elevator. No increase in square footage is being achieved.

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b. The proposed option is the only feasible option for the elevator on the site.

c. The proposed elevator and floor plans comply with the American Disability Act (ADA) standards.

4. Garage on Downhill Lot. The Planning Commission may allow additional Building Height (see entire Section 15-2.16-5 (L) on a downhill Lot to accommodate a single car wide garage in a Tandem Parking configuration; to accommodate circulation, such as stairs and/or an ADA elevator; and to accommodate a reasonably sized front entry area and front porch that provide a Compatible streetscape design. The depth of the garage may not exceed the minimum depth for internal Parking Space(s) as dimensioned within this Code, Section 15-3. The additional Building Height may not exceed thirty-five feet (35') from Existing Grade.

[1]Applies only to Lots with a minimum Side Setback of five feet (5') or greater.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 06-76 on 11/9/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 11-05 on 1/27/2011

Amended by Ord. 13-48 on 11/21/2013

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2018-43 on 7/19/2018

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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 24, 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
DA	Development Agreement
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.

On April 15, 2024, the Planning Commission and City staff participated in a Site Visit to see the proposed project area. The Applicant provided a tour showing the proposed lift alignment and ski runs from three separate vantage points: West- Flagstaff Mountain, East- Bald Mountain, and the proposed bottom terminal and lift storage building.

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.

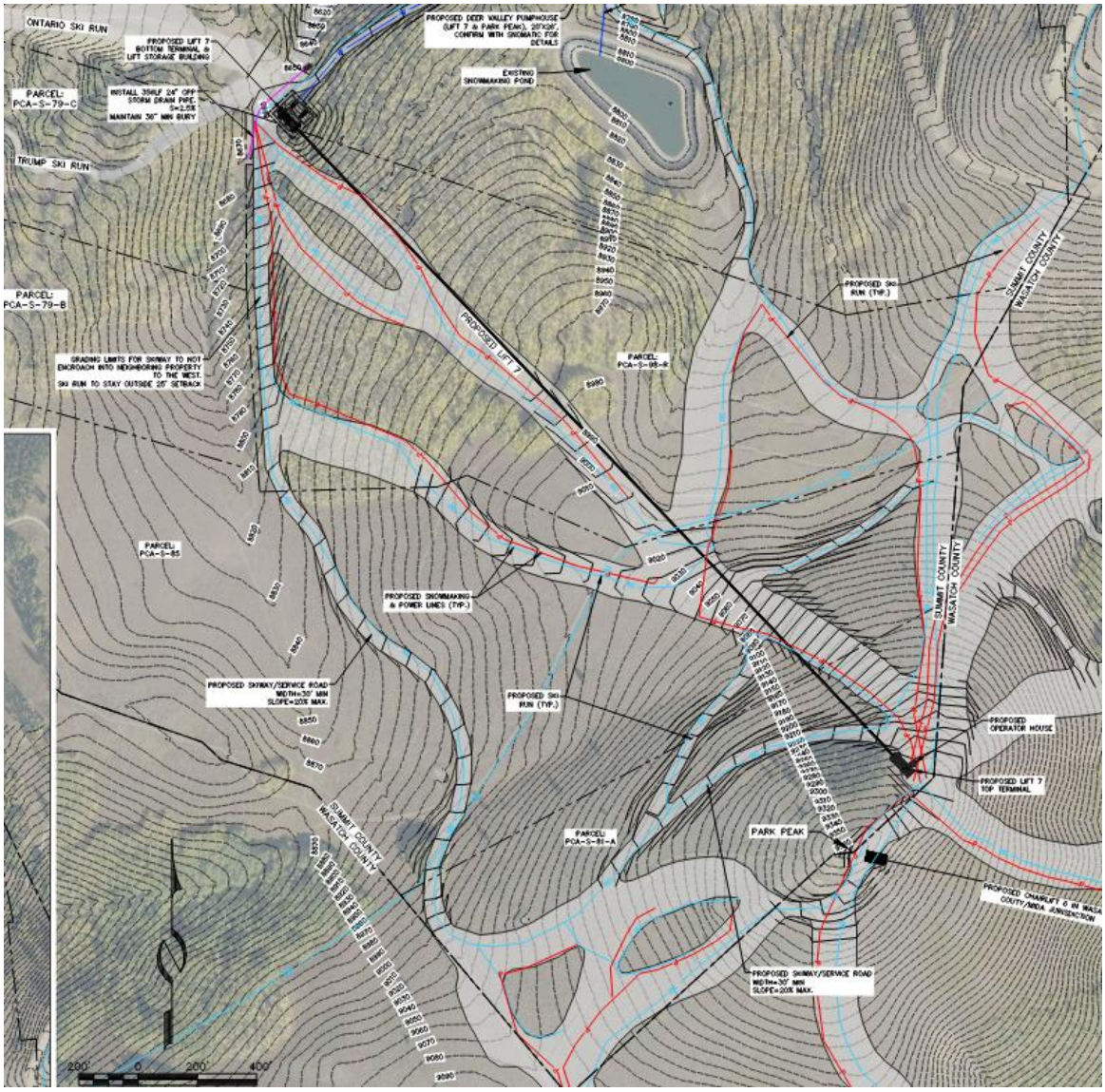


Image 1: Proposed Ski Lift 7, ski runs, operator house, and terminal and lift storage building.

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.

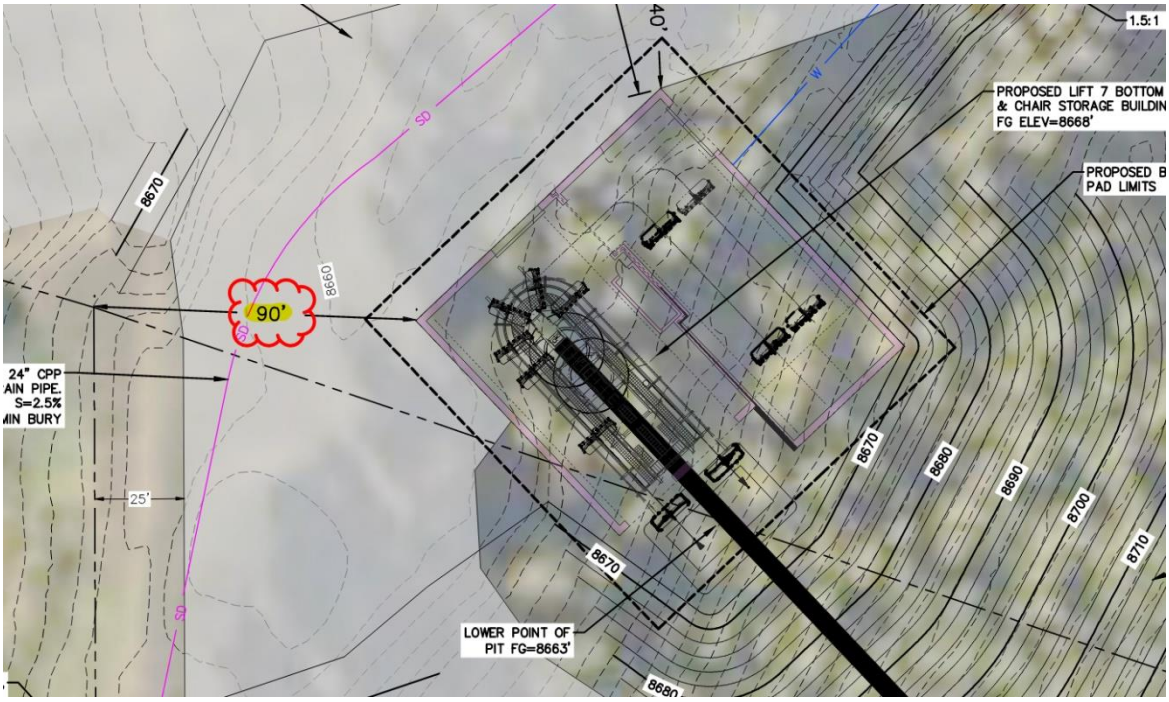
The information below outlines the ROS Zoning District Lot and Site requirements established in LMC § 15-2.7-3:

Recreation and Open Space Zoning District Setbacks

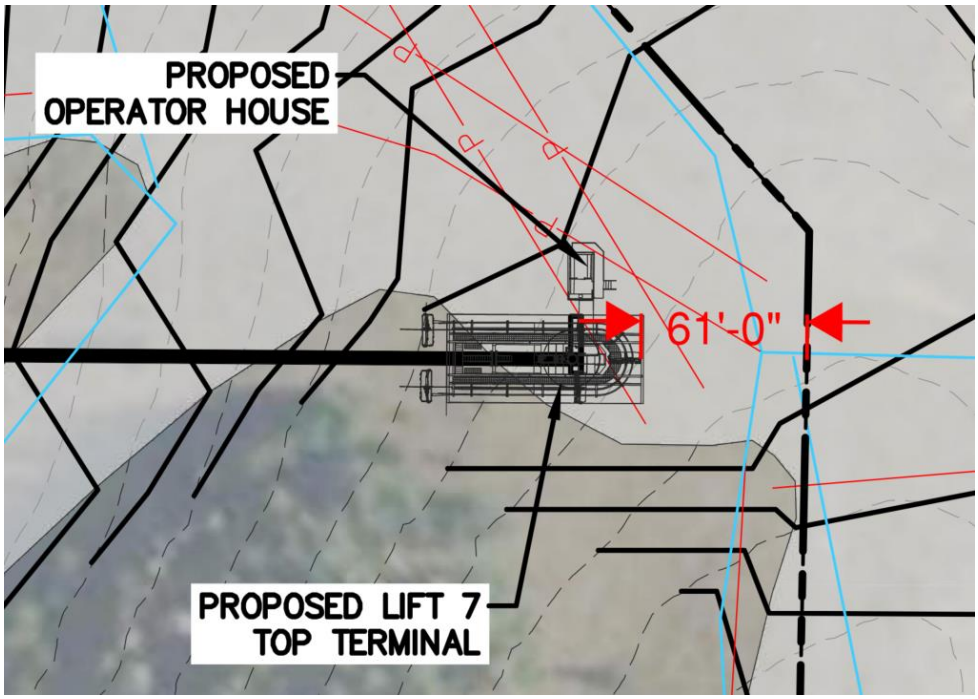
All Structures must be no less than 25 feet from the boundary line of the Lot, district, or public Right-of-Way.[3]

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:

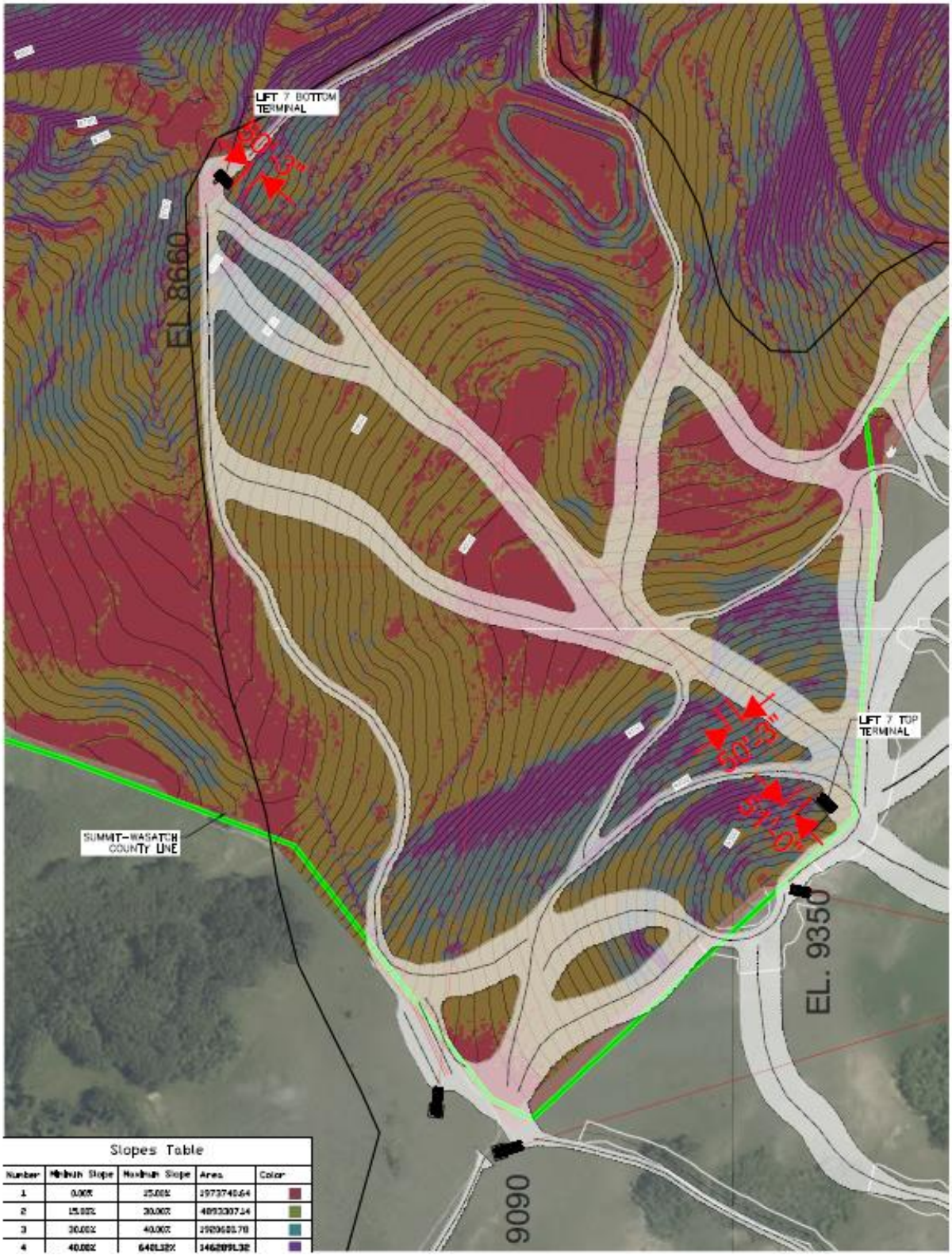
[6] LMC § 15-2.21-1

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:

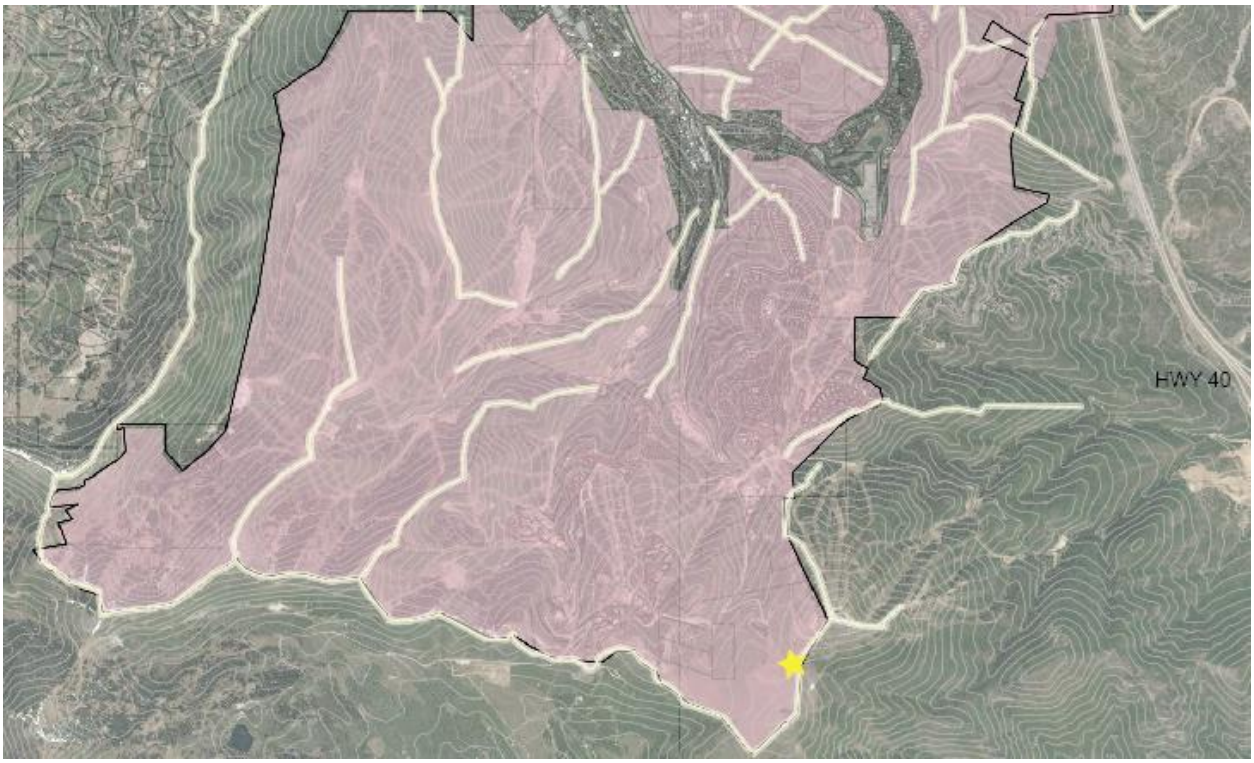
[7] LMC § 15-2.21-4


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

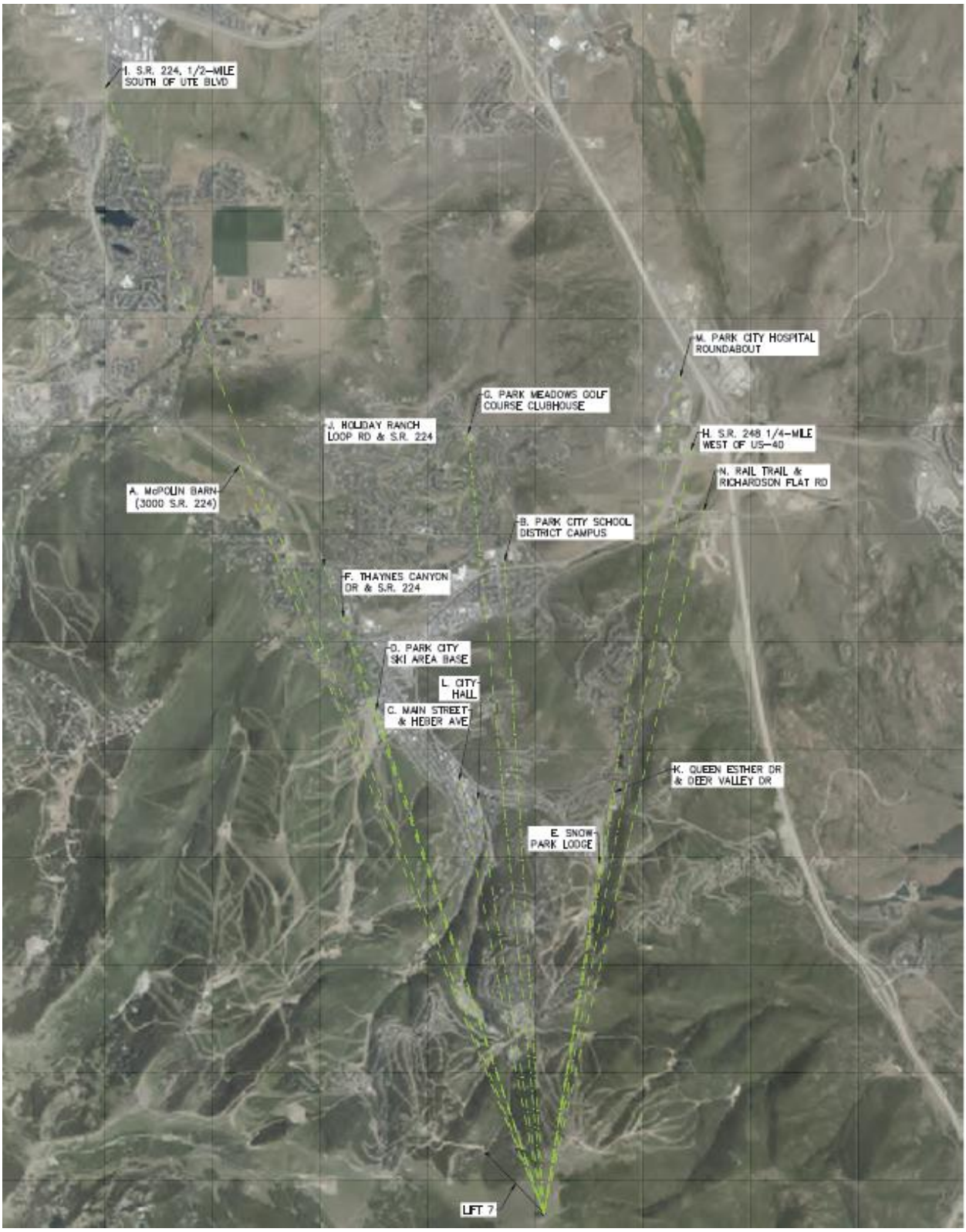
The average slope for the length of the ski lift and the proposed ski runs are between 15 and 30 percent. LMC § 15-2.21-4(B) exempts ski slopes from the limitation of a 3 to 1 slope.

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.*



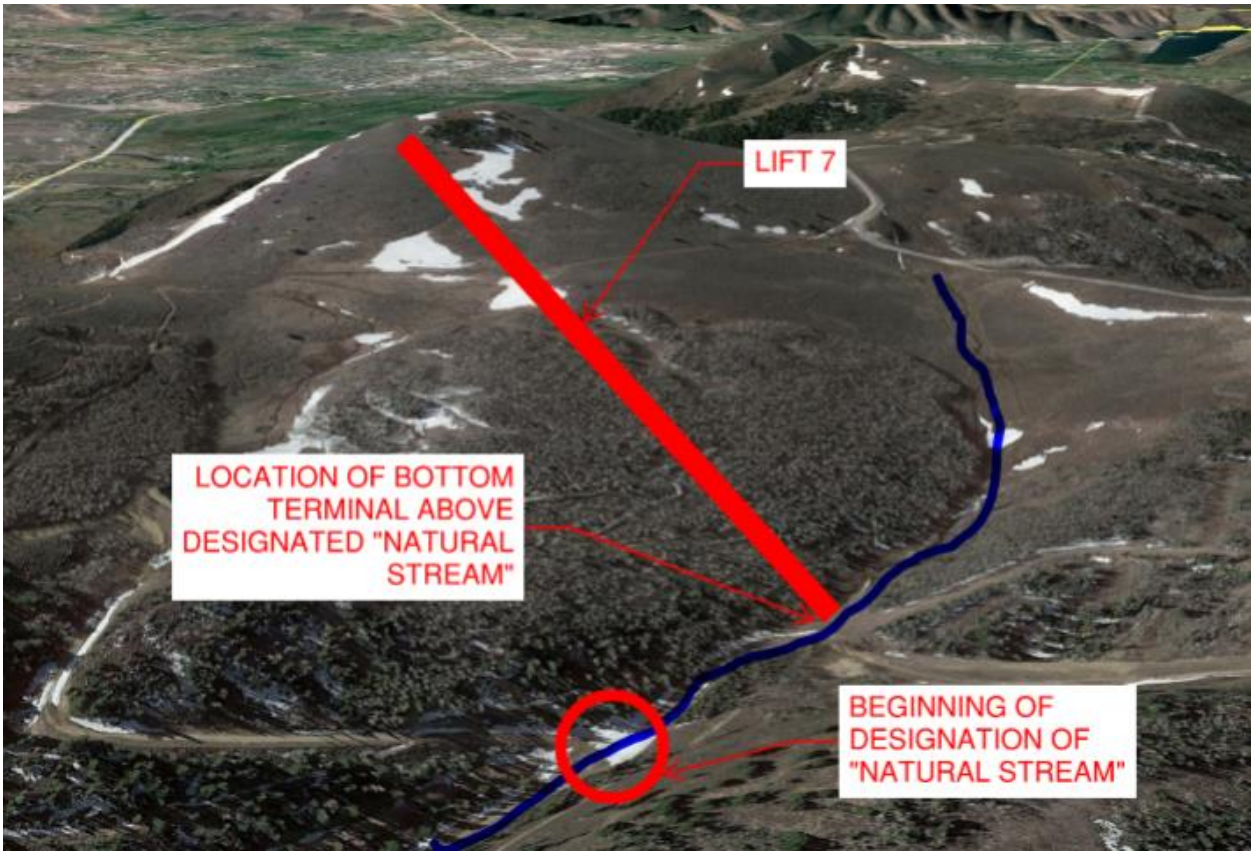
LMC § 15-2.21-7(B), Development Approvals for Ski Area Construction and Expansion within the SLO, requires the Applicant to mitigate impacts to the "Maximum Extent Feasible." LMC § 15-15-1 defines "Maximum Extent Feasible" as the maximum mitigation where no prudent, practical and feasible alternative 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:



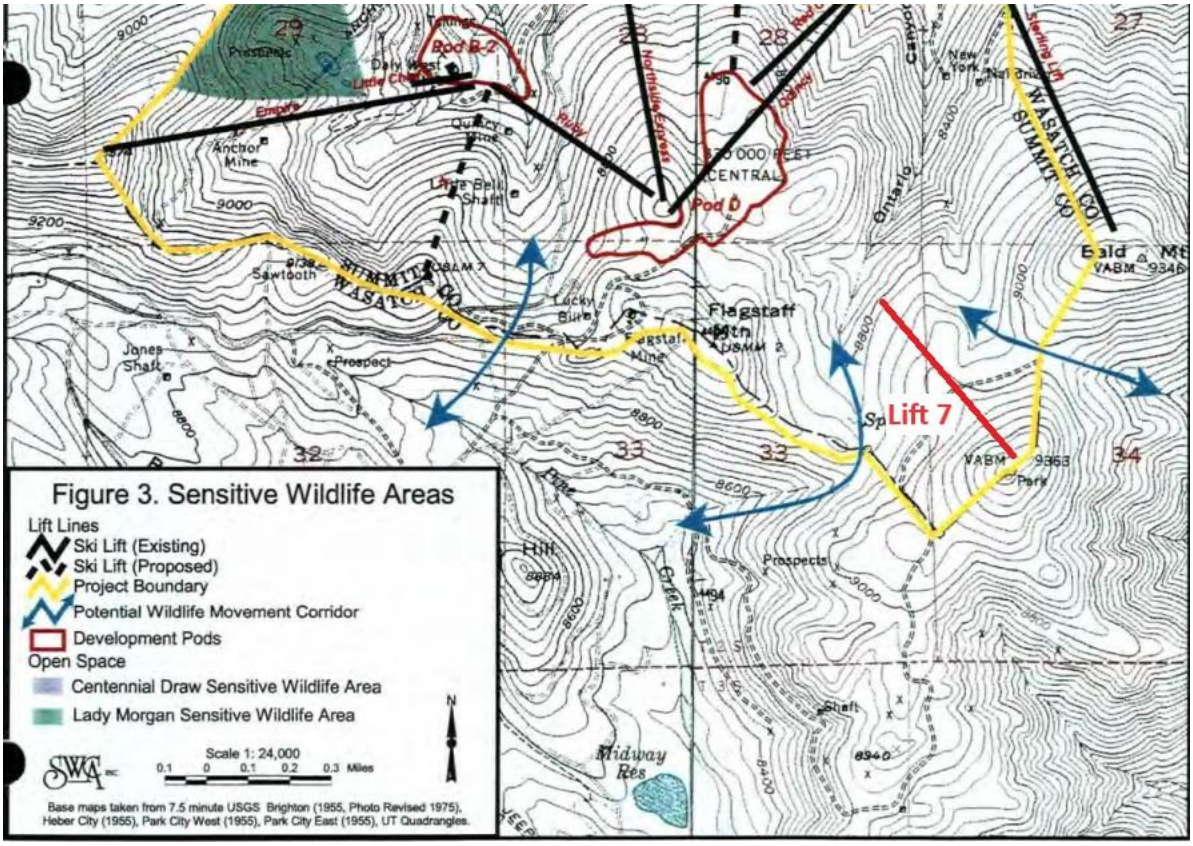
LMC § 15-2.21-6(F) establishes a minimum of fifty feet outward from the Ordinary High Water Mark in the SLO for streams. Condition of Approval 8 requires the Applicant to retain the minimum fifty-foot Setback for the natural stream.

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 Area 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.

The Flagstaff Development Agreement Technical Report #13 “Wildlife Management Plan” describes the major habitat types that occur within the Plan Area and provides information on common wildlife species that have the potential to occur within these habitats. The goal of the Wildlife Management Plan is to preserve wildlife habitat values within the Plan Area by minimizing habitat loss and human/wildlife conflicts. There are no federally threatened or endangered species likely to occur in the Plan Area. The proposed Lift 7 is located near a potential wildlife movement corridor, see image below:



The Wildlife Management Plan explains “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. 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." Staff recommends the following Conditions of Approval to mitigate any potential wildlife corridor impacts:

- Fencing is prohibited and users of the project area must be directed away from the wildlife movement corridors during the spring and fall migration periods.
- Construction must be organized and timed to minimize the disturbance of wildlife habitat areas.
- To the Maximum Extent Feasible, the Applicant shall preserve any natural habitat Area connections. If natural Areas lie adjacent to the Development Site, but such natural Areas are not presently connected across the Development Site, then the Development plan shall, to the extent reasonably feasible, provide such connection. Such connections shall be designed and constructed to allow for the continuance of existing wildlife movement between natural Areas and to enhance the opportunity for the establishment of new connections for movement of wildlife.
- If wildlife that may create conflicts for future occupants of the Development are known to exist in Areas adjacent to or on the Development Site, then the Development plan must include provisions to minimize these conflicts to the extent reasonably feasible.

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.*

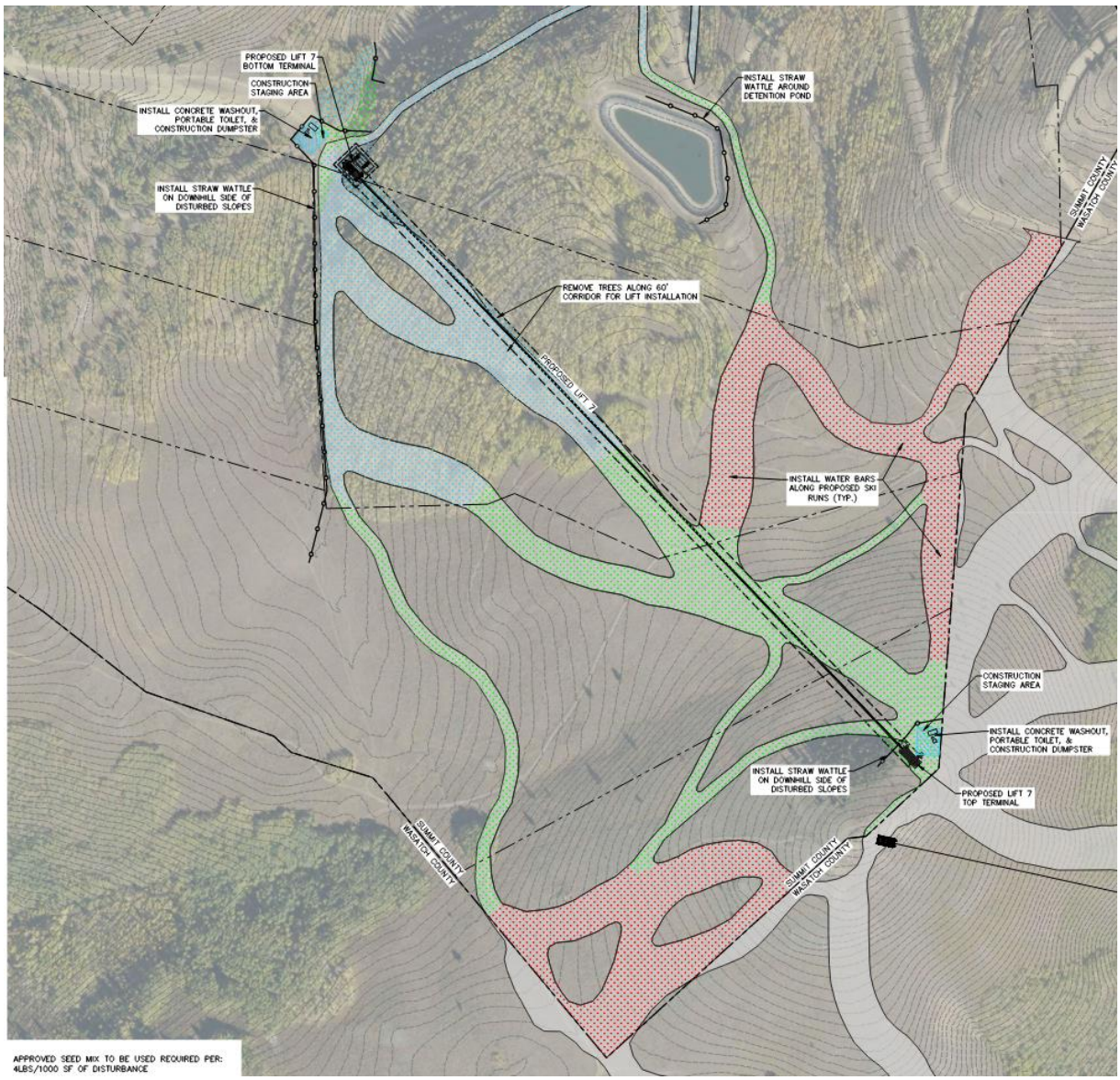
The Applicant included a vegetative cover evaluation in their Sensitive Land Analysis submittal. The vegetation identified within the area proposed for the ski lift and ski run installations includes:

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 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, as conditioned, complies with the Flagstaff Mountain Development Agreement Technical Reports

Several technical reports were prepared as part of the Flagstaff Development Agreement and are relevant to the development of the proposed Lift 7.

Technical Report #5 “Open Space Management Plan” details objectives, goals, and strategies for the Open Space areas that are not located within any of the designated development pods. The overall goal of the Open Space Management Plan is to ensure the preservation and maintenance of Flagstaff Mountain’s open space for public enjoyment and the protection of ecological values. The proposed project area for Lift 7 is in an area designated as Recreational Open Space (ROS). The purpose of ROS is to establish and preserve districts for land uses requiring large areas of undeveloped open land; permit, preserve, and encourage recreational use of these lands; and preserve and enhance environmentally sensitive lands such as wetlands, steep slopes, ridge lines, meadows, stream corridors, and forests.

According to the Flagstaff Development Agreement, all land outside of the development pods was zoned as Recreation Open Space. Upon issuance of the first MPD or CUP for any portion of the Project, Deer Valley Resort executed a conservation easement for the benefit of the City and a third party conservation trust, to limit the use of Flagstaff Mountain to construction, development, and operation of ski lifts, ski runs, one skier day lodge, and other similar winter and summer recreational uses and services. See Exhibits L, M, and O for the recorded conservation easements.

The Open Space Management Plan classifies two separate types of ROS. Developed Recreational Open Space (DROS), and Undeveloped Recreational Open Space (UROS). The proposed Lift 7 project area is located within UROS. Undeveloped Recreational Open Space (UROS) may be skied in the winter and typically contains some summer trails, but it has not been heavily modified for these purposes. Where the main purpose of DROS is to provide year-round public recreation opportunities, UROS

serves a wider variety of functions. The general management objectives for UROS are to continue to allow human access and use while maintaining the scenic qualities and habitat values of these areas.

The Open Space Management Plan further clarifies the goals and objectives of UROS: “Much of the Plan Area consists of moderately steep, north-facing slopes that provide ideal opportunities for downhill skiing. Most of these areas have or will be developed by Deer Valley Resort for this purpose. As mentioned above, these areas are considered DROS. Areas containing steep, rocky, and/or heavily vegetated south- or west-facing slopes as well as areas lying beyond practical lift-served terrain are less well-suited for alpine skiing and more appropriate for other forms of recreation such as hiking, biking, or horseback riding. These areas are designated UROS. Other amenities associated with designated UROS include the preservation of wildlife habitat and the protection of scenic viewsheds.”

“UROS forms the second largest type of open space within the Plan Area. While these areas may contain a variety of hiking, biking, and equestrian trails, these facilities do not dominate the character of the land. Native vegetation cover remains largely intact and forest stands do not exhibit the high level of fragmentation characteristic of DROS. Consequently, these areas tend to have greater visual appeal and higher quality wildlife habitats relative to DROS. While these areas will continue to experience summer trail construction and maintenance, the overall character of UROS within the Plan Area is unlikely to experience substantive change over time.”

Staff recommends the following Condition of Approval to comply with the Open Space Management Plan:

- The Applicant must submit a modification application to amend Technical Report #5 Open Space Management Plan which shall include an adjustment of the designated Undeveloped Recreation Open Space and Developed Recreation Open Space Areas, with an acreage replacement of the Undeveloped Recreation Open Space, and/or additional mitigation measures from the result of increased lift disturbance within Undeveloped Recreation Open Space. This modification must be submitted and reviewed by the Planning Commission within six months of the date of Planning Commission approval of this Conditional Use Permit.

Technical Report #8 “Trails Master Plan” outlines the goals and objectives of trails planning for the Flagstaff Mountain area. The goal of the Trails Master Plan is to establish guidelines to maintain and enhance public access and provide quality public recreation opportunities for hikers, mountain-bikers, and equestrians. Staff recommends the following Conditions of Approval to comply with the Trails Master Plan:

- Any trails or portions of trails that must be closed as a result of development will be rerouted prior to their closure. Thus, trail continuity will be maintained during and after construction.
- Where and when feasible, temporary trail detours will be established to maintain trail continuity during closures.

- The Applicant must submit a temporary trail alignment for all re-routed public trails to be reviewed and approved by the Trails and Open Space department prior to construction.

Technical Report #12 “Drainage Study” outlines the methodology and criteria to be used to design the drainage structures and systems for the Flagstaff Mountain Area. Staff recommends the following Condition of Approval for ski runs to comply with the Drainage Study technical report:

- Silt fencing will be placed at the toe of fill slopes to control erosion during construction. Erosion control will consist of re-vegetating all exposed ski run surfaces including cut and fill slopes. Where appropriate, ditches will be placed to protect cut slopes. Lined-channels may be used to convey runoff along ski runs and trails depending on design conditions. Erosion control blankets will be placed as necessary.

Technical Report #15 “Construction Mitigation Plan” outlines specific measures to mitigate the impacts of infrastructure construction associated with the Resort. Staff recommends the following Condition of Approval:

- The Applicant must submit a Construction Mitigation Plan that complies with all applicable Park City Construction Mitigation Guidelines, at the time of Building Permit submittal.

(IV) 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]

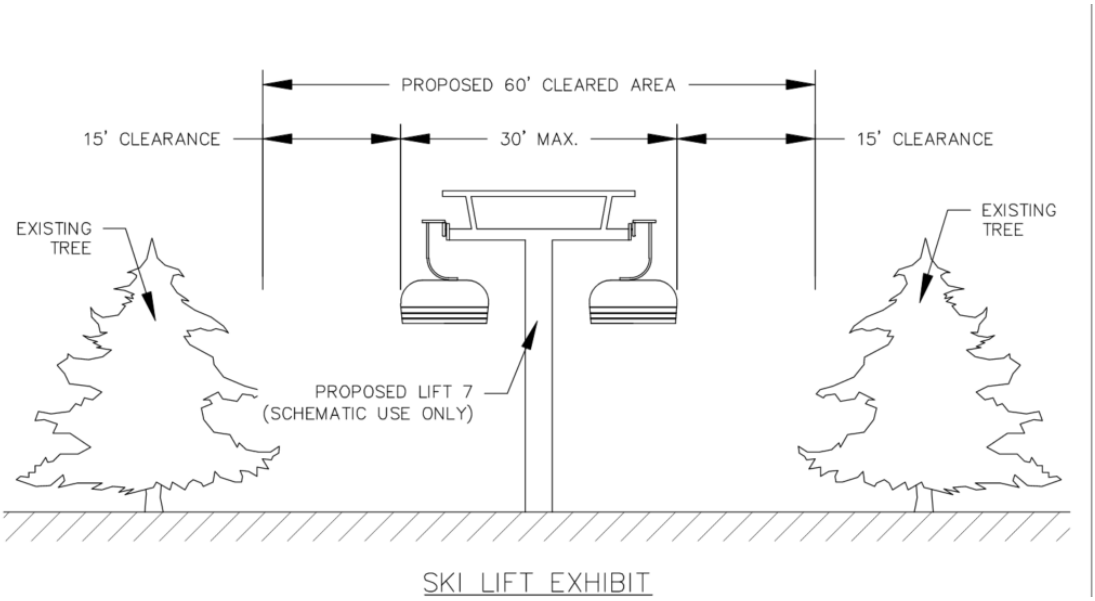
The Applicant (Deer Valley Resort Company, LLC) has an existing lease with the property owner (BLX LEASE 2 LLC) for 105 years, commencing on August 24, 2023 and expiring on August 23, 2128 (Exhibit F).

(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

[8] LMC § 15-4-18(B)(1)

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.



(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

[9] LMC § 15-4-18(B)(2)
[10] LMC § 15-4-18(B)(3)
[11] LMC § 15-4-18(B)(4)

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 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.

[12] LMC § 15-4-18(B)(5)
[13] LMC § 15-4-18(B)(6)

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*.

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

[14] LMC § 15-4-18(B)(7)

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.

(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.

[15] LMC § 15-4-18(B)(8)
[16] LMC § 15-4-18(B)(9)

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 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).

(V) 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	**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

Mechanical Factors	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	**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.

existing topography of the Site	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.”

(VI) The Development Review Committee reviewed the proposal on December 5,

2023, and does not require additional Conditions of Approval.[17]

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

Public input is attached as Exhibit Q to this report.

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
Exhibit P: Technical Report #5 Open Space Management Plan
Exhibit Q: Public Input

[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).
[18] LMC § 15-1-21

Planning Department

April 24, 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 24, 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 24, 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. On April 15, 2024, the Planning Commission and City staff participated in a Site Visit to see the proposed project area. The Applicant provided a tour showing the proposed lift alignment and ski runs from three separate vantage points: West- Flagstaff Mountain, East- Bald Mountain, and the proposed bottom terminal and lift storage building.
12. 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.

13. 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 Area 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.

iv. The Flagstaff Development Agreement Technical Report #13 "Wildlife Management Plan" describes the major habitat types that occur within the Plan Area and provides information on common wildlife species that have the potential to occur within these habitats. The goal of the Wildlife Management Plan is to preserve wildlife habitat values within the Plan Area by minimizing habitat loss and human/wildlife conflicts. There are no federally threatened or endangered species likely to occur in the Plan Area. The proposed Lift 7 is located near a potential wildlife movement corridor.

v. The Wildlife Management Plan explains "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. 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." Staff recommends Conditions of Approval to mitigate any potential wildlife corridor impacts.

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.

14. The application, as conditioned, complies with the Flagstaff Mountain Development Agreement Technical Reports
    a. Several technical reports were prepared as part of the Flagstaff Development Agreement and are relevant to the development of the proposed Lift 7.
        i. Technical Report #5 "Open Space Management Plan" details objectives, goals, and strategies for the Open Space areas that are not located within any of the designated development pods. The overall goal of the Open Space Management Plan is to ensure the preservation and maintenance of Flagstaff Mountain's open space for public enjoyment and the protection of ecological values. The proposed project area for Lift 7 is in an area designated as Recreational Open Space (ROS). The purpose of ROS is to establish and preserve districts for land uses requiring large areas of undeveloped

open land; permit, preserve, and encourage recreational use of these lands; and preserve and enhance environmentally sensitive lands such as wetlands, steep slopes, ridge lines, meadows, stream corridors, and forests.

ii. According to the Flagstaff Development Agreement, all land outside of the development pods was zoned as Recreation Open Space. Upon issuance of the first MPD or CUP for any portion of the Project, Deer Valley Resort executed a conservation easement for the benefit of the City and a third party conservation trust, to limit the use of Flagstaff Mountain to construction, development, and operation of ski lifts, ski runs, one skier day lodge, and other similar winter and summer recreational uses and services

iii. The Open Space Management Plan classifies two separate types of ROS. Developed Recreational Open Space (DROS), and Undeveloped Recreational Open Space (UROS). The proposed Lift 7 project area is located within UROS. Undeveloped Recreational Open Space (UROS) may be skied in the winter and typically contains some summer trails, but it has not been heavily modified for these purposes. Where the main purpose of DROS is to provide year-round public recreation opportunities, UROS serves a wider variety of functions. The general management objectives for UROS are to continue to allow human access and use while maintaining the scenic qualities and habitat values of these areas.

iv. The Open Space Management Plan further clarifies the goals and objectives of UROS: “Much of the Plan Area consists of moderately steep, north-facing slopes that provide ideal opportunities for downhill skiing. Most of these areas have or will be developed by Deer Valley Resort for this purpose. As mentioned above, these areas are considered DROS. Areas containing steep, rocky, and/or heavily vegetated south- or west-facing slopes as well as areas lying beyond practical lift-served terrain are less well-suited for alpine skiing and more appropriate for other forms of recreation such as hiking,

biking, or horseback riding. These areas are designated UROS. Other amenities associated with designated UROS include the preservation of wildlife habitat and the protection of scenic viewsheds."

v. "UROS forms the second largest type of open space within the Plan Area. While these areas may contain a variety of hiking, biking, and equestrian trails, these facilities do not dominate the character of the land. Native vegetation cover remains largely intact and forest stands do not exhibit the high level of fragmentation characteristic of DROS. Consequently, these areas tend to have greater visual appeal and higher quality wildlife habitats relative to DROS. While these areas will continue to experience summer trail construction and maintenance, the overall character of UROS within the Plan Area is unlikely to experience substantive change over time."

vi. Staff recommends a Condition of Approval to comply with the Open Space Management Plan.

b. Technical Report #8 "Trails Master Plan" outlines the goals and objectives of trails planning for the Flagstaff Mountain area. The goal of the Trails Master Plan is to establish guidelines to maintain and enhance public access and provide quality public recreation opportunities for hikers, mountain-bikers, and equestrians. Staff recommends Conditions of Approval to comply with the Trails Master Plan.

c. Technical Report #12 "Drainage Study" outlines the methodology and criteria to be used to design the drainage structures and systems for the Flagstaff Mountain Area. Staff recommends a Condition of Approval for ski runs to comply with the Drainage Study technical report.

d. Technical Report #15 "Construction Mitigation Plan" outlines specific measures to mitigate the impacts of infrastructure construction associated with the Resort.

15. 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.

16. 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.”

17. Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on March 27, 2024.
18. Staff mailed courtesy notice to property owners within 300 feet on March 27, 2024.
19. 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 24, 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.
13. The Applicant must submit a modification application to amend Technical Report #5 Open Space Management Plan which shall include an adjustment of the designated Undeveloped Recreation Open Space and Developed Recreation Open Space Areas, with an acreage replacement of the Undeveloped Recreation Open Space, and/or additional mitigation measures from the result of increased lift disturbance within Undeveloped Recreation Open Space. This modification must be submitted and reviewed within six months of the date of Planning Commission approval of this Conditional Use Permit.
14. Any trails or portions of trails that must be closed as a result of development will be rerouted prior to their closure. Thus, trail continuity will be maintained during

and after construction. Where and when feasible, temporary trail detours will be established to maintain trail continuity during closures.

15. The Applicant must submit a temporary trail alignment for all re-routed public trails to be reviewed and approved by the Trails and Open Space department prior to construction.
16. Silt fencing will be placed at the toe of fill slopes to control erosion during construction. Erosion control will consist of re-vegetating all exposed ski run surfaces including cut and fill slopes. Where appropriate, ditches will be placed to protect cut slopes. Lined-channels may be used to convey runoff along ski runs and trails depending on design conditions. Erosion control blankets will be placed as necessary.
17. Fencing is prohibited and users of the project area must be directed away from the wildlife movement corridors during the spring and fall migration periods.
18. Construction must be organized and timed to minimize the disturbance of wildlife habitat areas.
19. To the Maximum Extent Feasible, the Applicant shall preserve any natural habitat Area connections. If natural Areas lie adjacent to the Development Site, but such natural Areas are not presently connected across the Development Site, then the Development plan shall, to the extent reasonably feasible, provide such connection. Such connections shall be designed and constructed to allow for the continuance of existing wildlife movement between natural Areas and to enhance the opportunity for the establishment of new connections for movement of wildlife.
20. If wildlife that may create conflicts for future occupants of the Development are known to exist in Areas adjacent to or on the Development Site, then the Development plan must include provisions to minimize these conflicts to the extent reasonably feasible.
21. The Applicant must submit a Construction Mitigation Plan that complies with all applicable Park City Construction Mitigation Guidelines, at the time of Building Permit submittal.

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, 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)

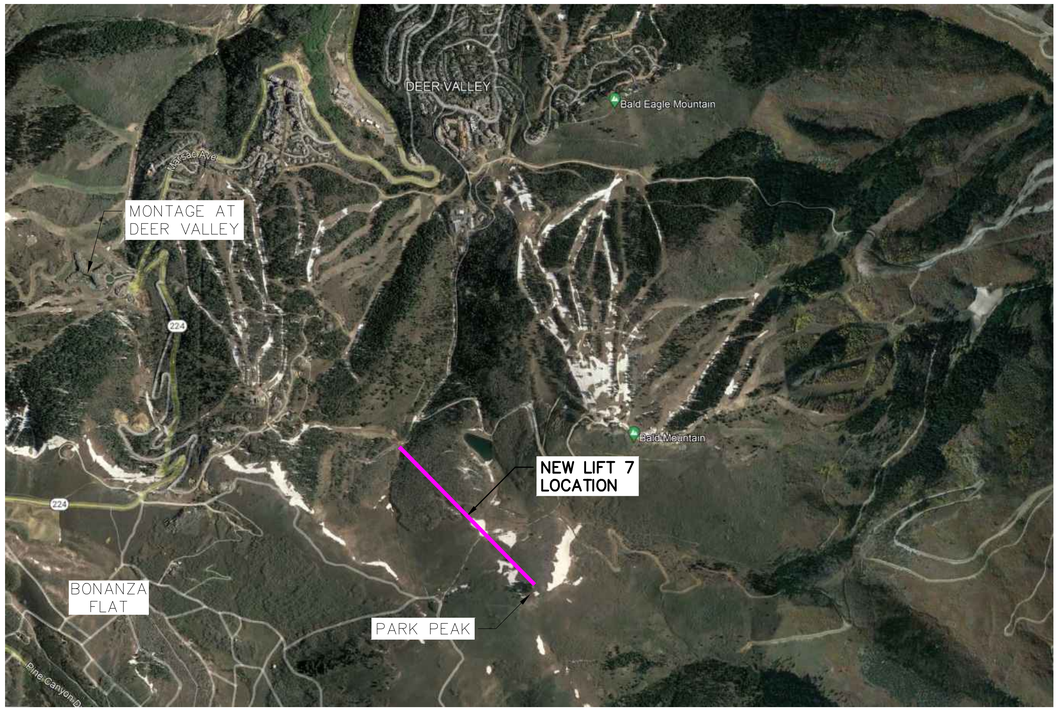
400 0 400 800 FEET

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.

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

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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

FUTURE DEER VALLEY EXPANSION IN WASATCH COUNTY/MIDA JURISDICTION

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.

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

PROPOSED CHAIRLIFT 6 IN WASATCH COUNTY/MIDA JURISDICTION

PARK PEAK

PROPOSED SKIWAY/SERVICE ROAD WIDTH=30' MIN SLOPE=20% MAX.

500' 0 500' 1000'

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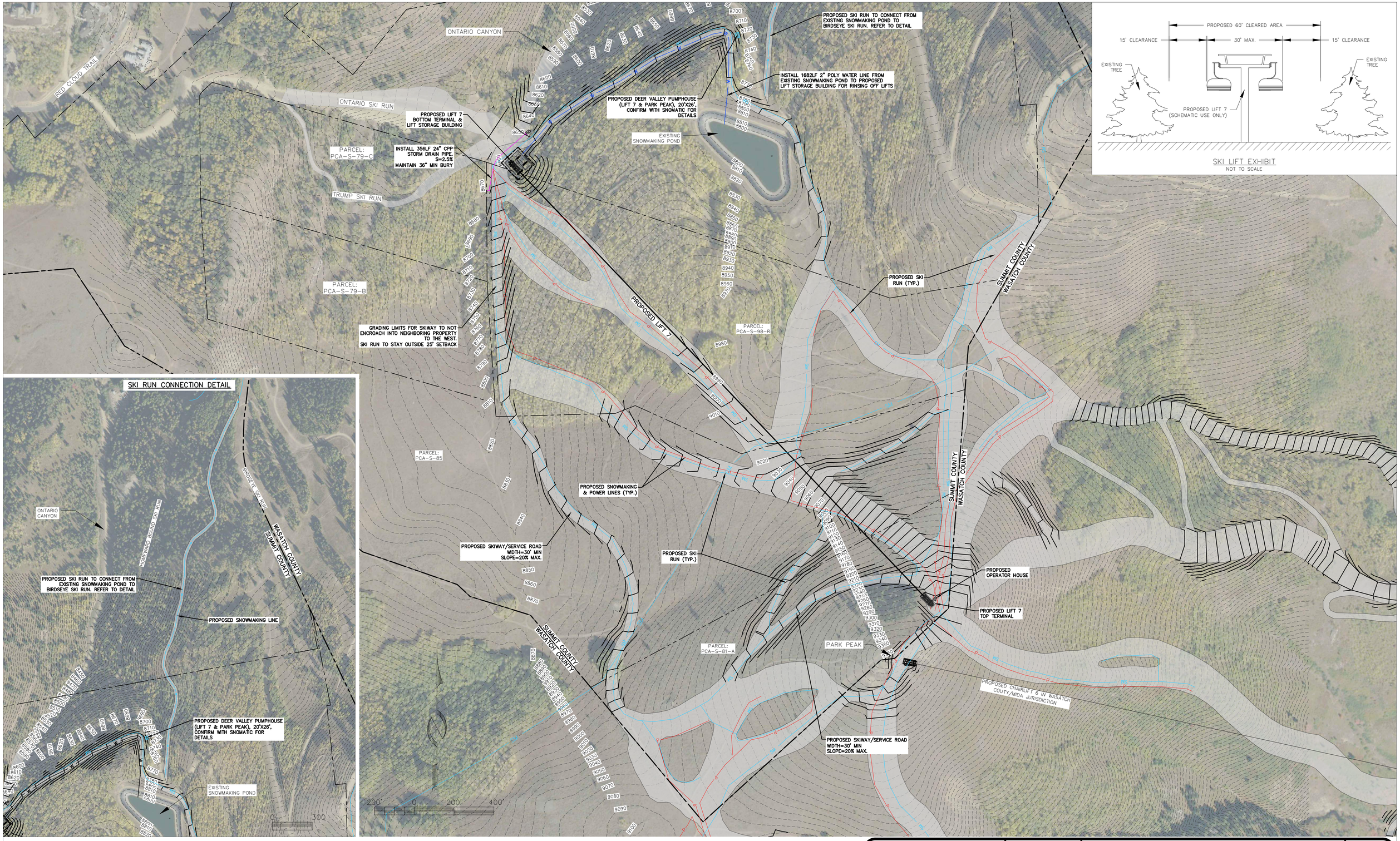
STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

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

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STAFF:
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CONNOR DINSMORE

DATE: 03/11/2024

OVERALL SITE PLAN
DEER VALLEY EXPANSION
LIFT 7 CUP

FOR: ALTERRA
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SHEET 3 OF 10

ONTARIO CANYON

PARCEL: PCA-85-D

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-S-79-C

PARCEL: PCA-S-79-B

GRADING LIMITS FOR SKIWAY TO NOT ENCROACH INTO NEIGHBORING PROPERTY TO THE WEST. SKI RUN TO STAY OUTSIDE 25' SETBACK

PROPOSED LIFT 7

PROPOSED SKI RUN (TYP.)

CLEAR EXISTING TREES & VEGETATION FOR SKI RUN. USE EXISTING TOPOGRAPHY FOR SKI RUN GRADE

PARCEL: PCA-S-98-R

PROPOSED SNOWMAKING & POWER LINES (TYP.)

PARCEL: PCA-S-85

PROPOSED SKIWAY/SERVICE ROAD WIDTH=30' MIN SLOPE=20% MAX.

CLEAR EXISTING TREES & VEGETATION FOR SKI RUN. USE EXISTING TOPOGRAPHY FOR SKI RUN GRADE

WASATCH COUNTY SUMMIT COUNTY

PROPOSED OPERATOR HOUSE

PROPOSED LIFT 7 TOP TERMINAL

GRADING FOR CHAIRLIFT 6 CROSSES INTO SUMMIT COUNTY

PROPOSED SKI RUN (TYP.)

PROPOSED SKIWAY/SERVICE ROAD WIDTH=30' MIN SLOPE=20% MAX.

PARK PEAK

PROPOSED CHAIRLIFT 6 TOP TERMINAL IN WASATCH COUNTY/MIDA JURISDICTION

PARCEL: PCA-S-81-A

WASATCH COUNTY SUMMIT COUNTY

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

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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.

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STATE OF UTAH

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435.256.6934

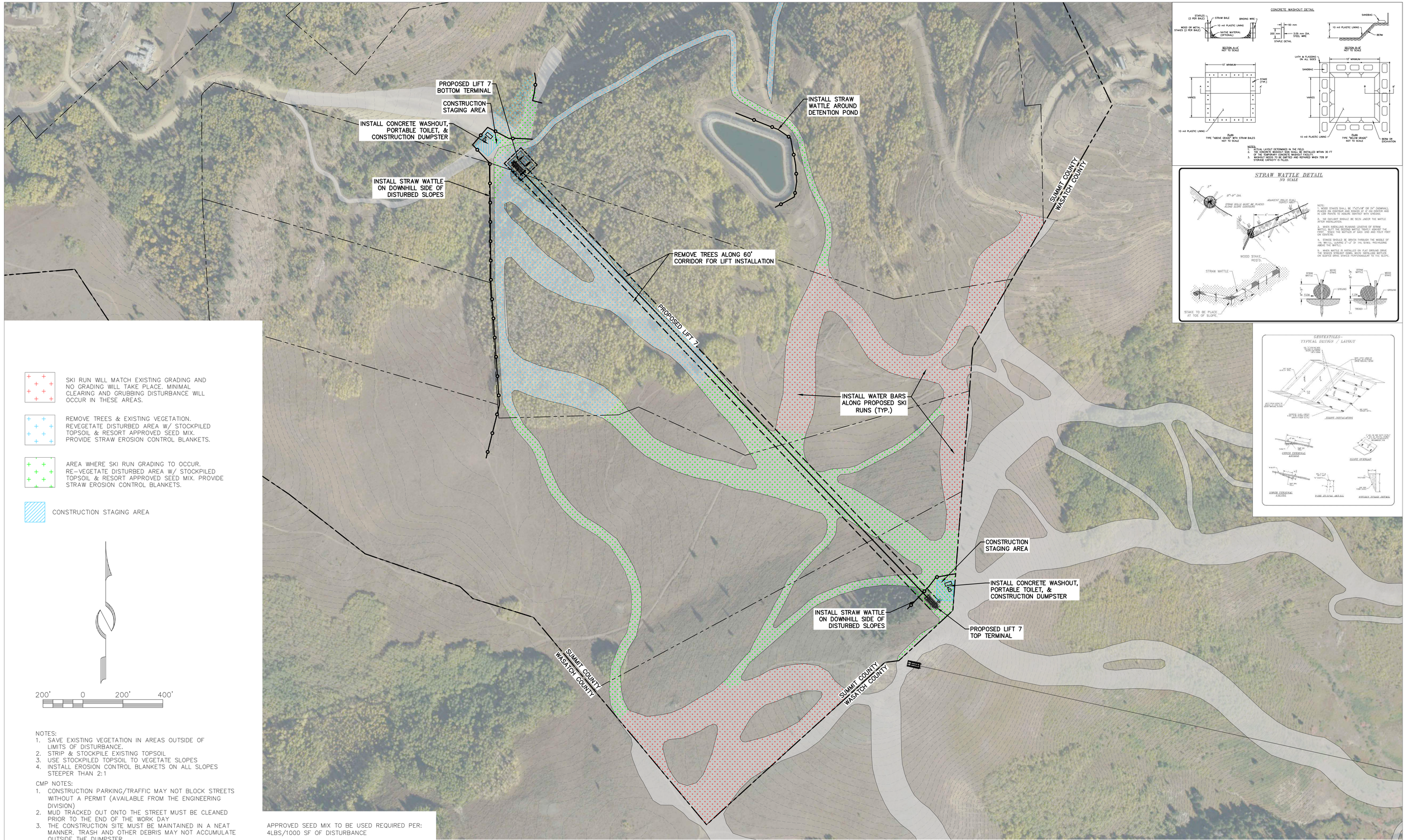
STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

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



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

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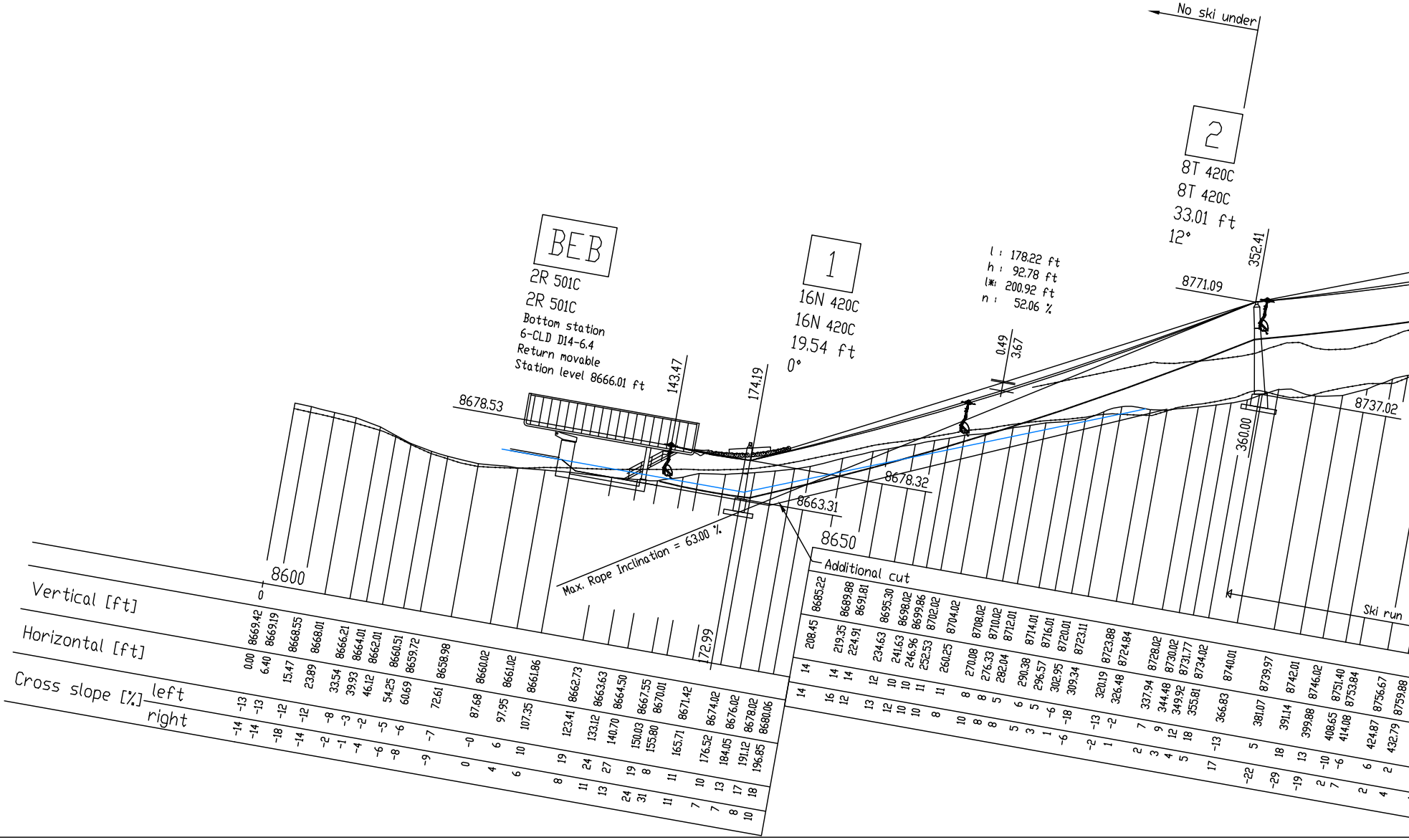
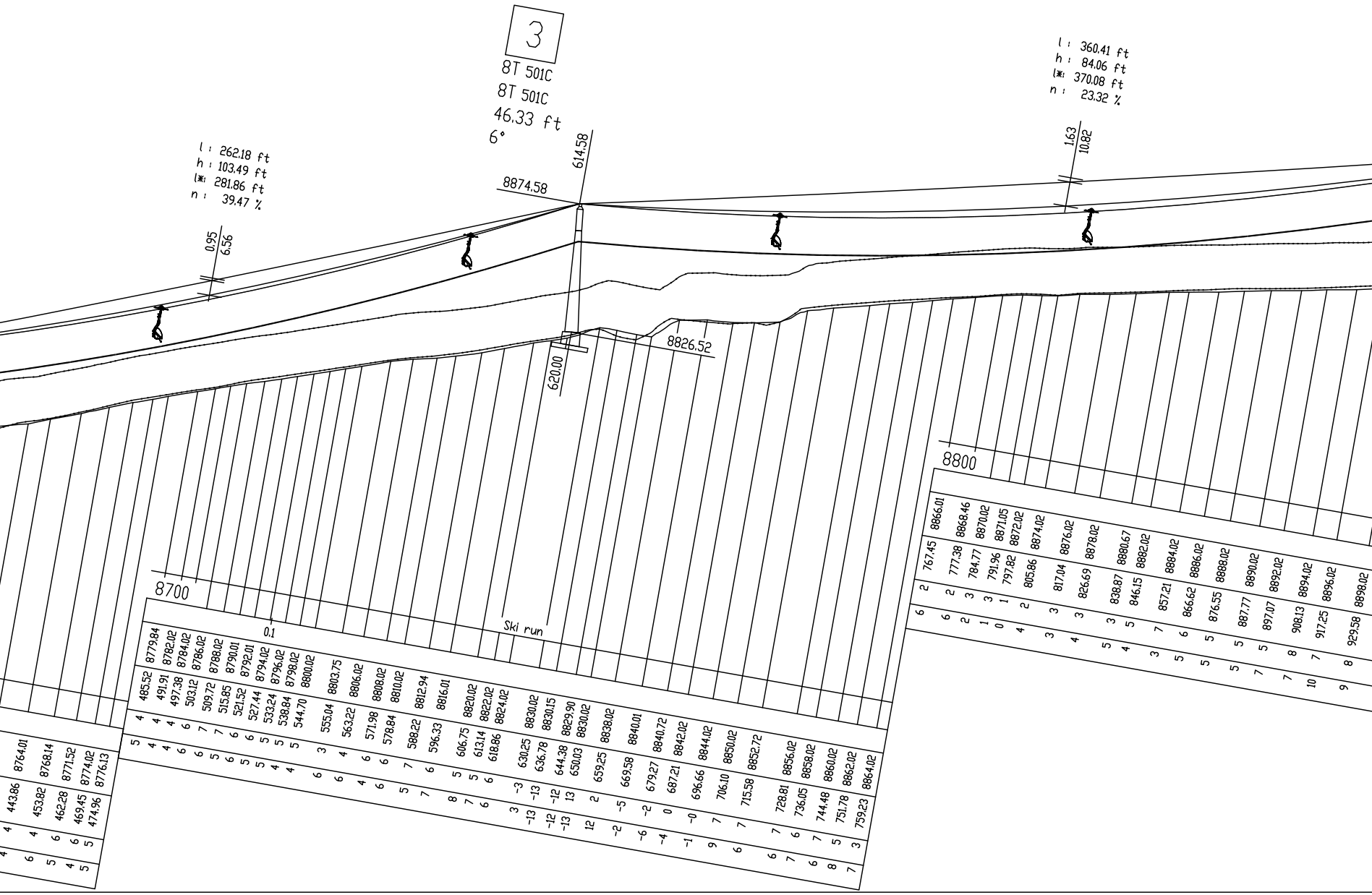
DATE: 03/11/2024

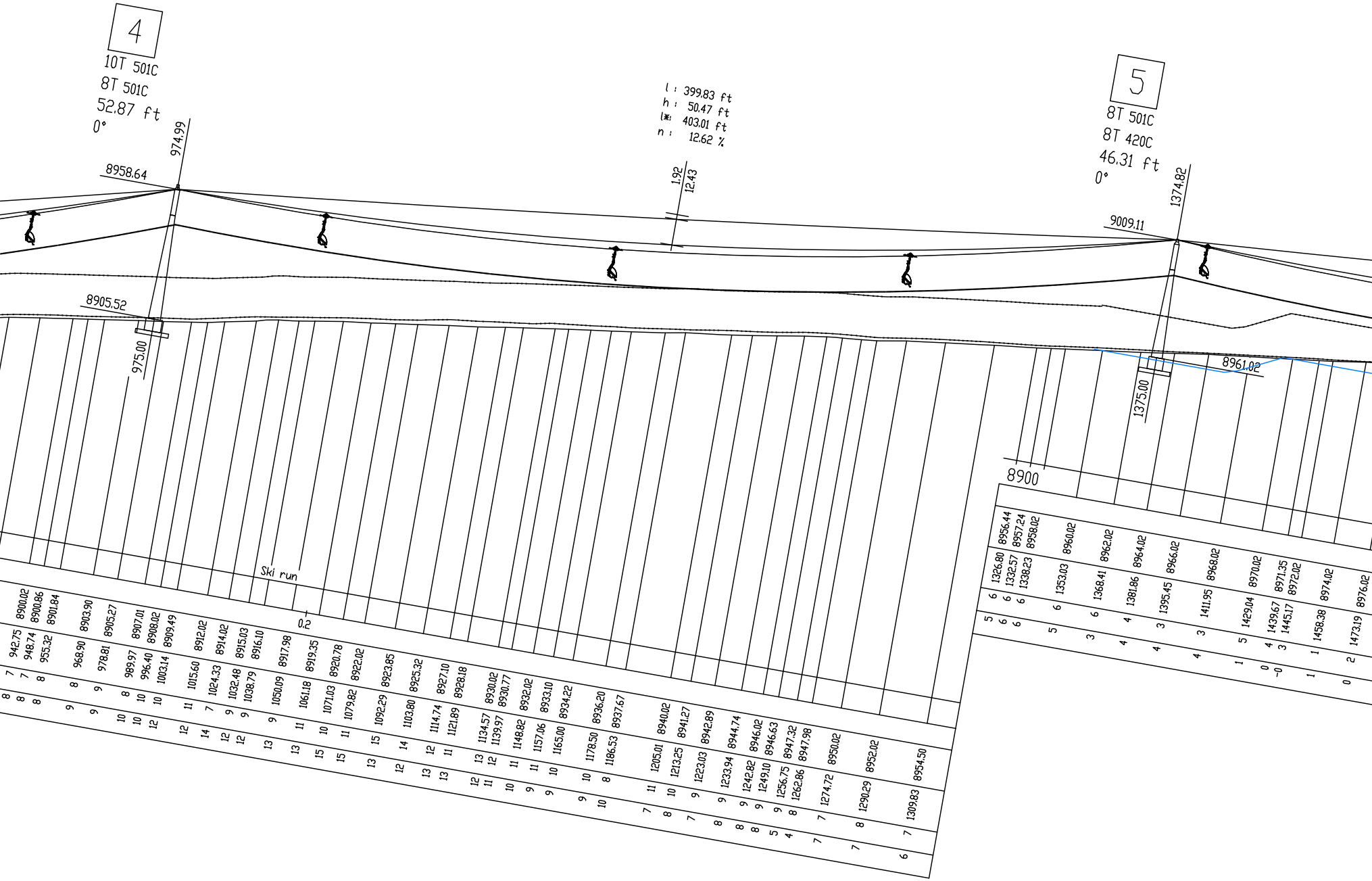
CMP & SWPPP
DEER VALLEY EXPANSION
LIFT 7 CUP

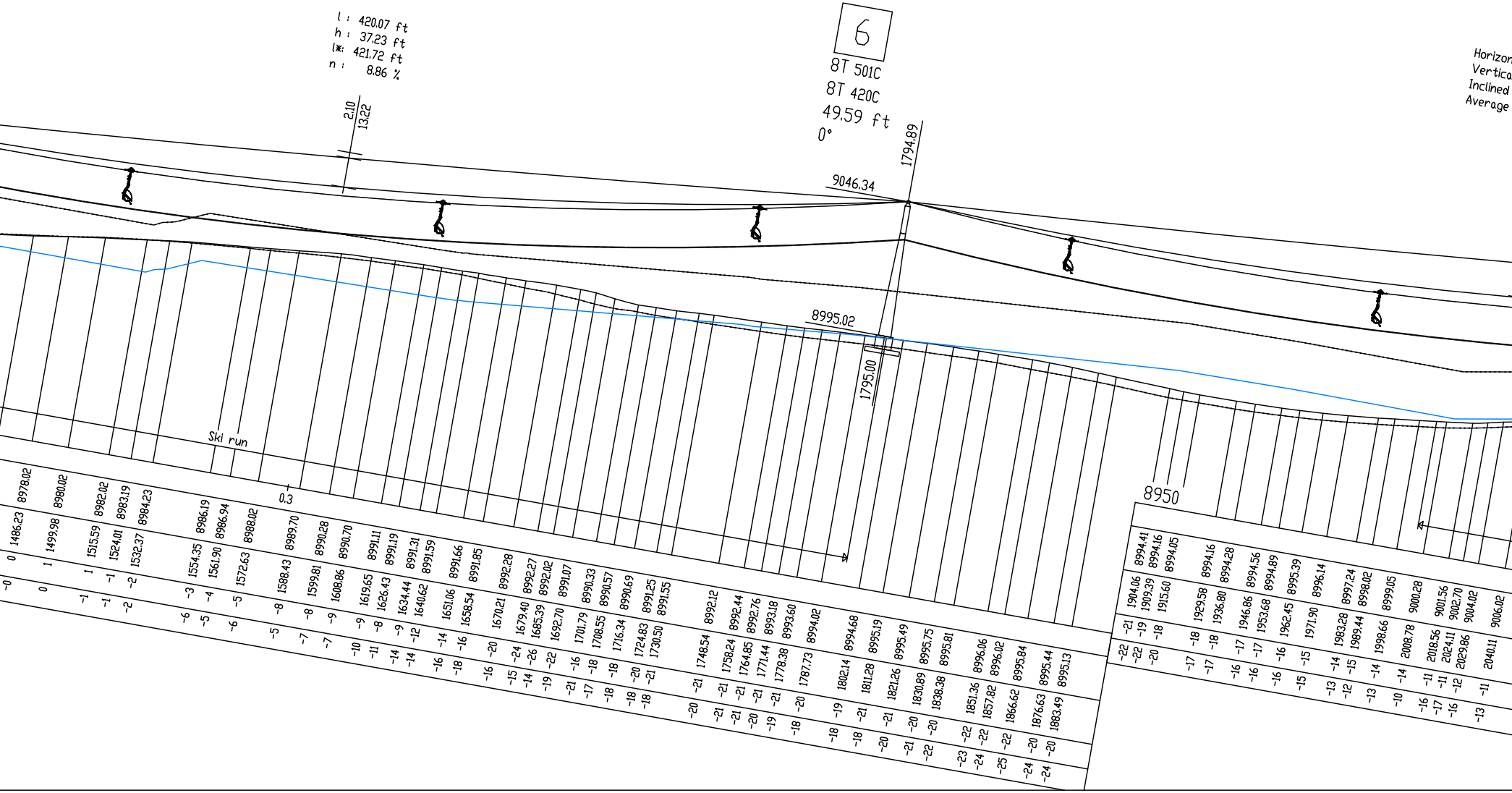
FOR: ALTERRA
JOB NO.: 7-10-23
FILE: \\10.0.0.5\x\WasatchCounty\dwg\Mayflower 2023\Lift 7 PCMC CUP\Mayflower Lift 7 (CUP).dwg

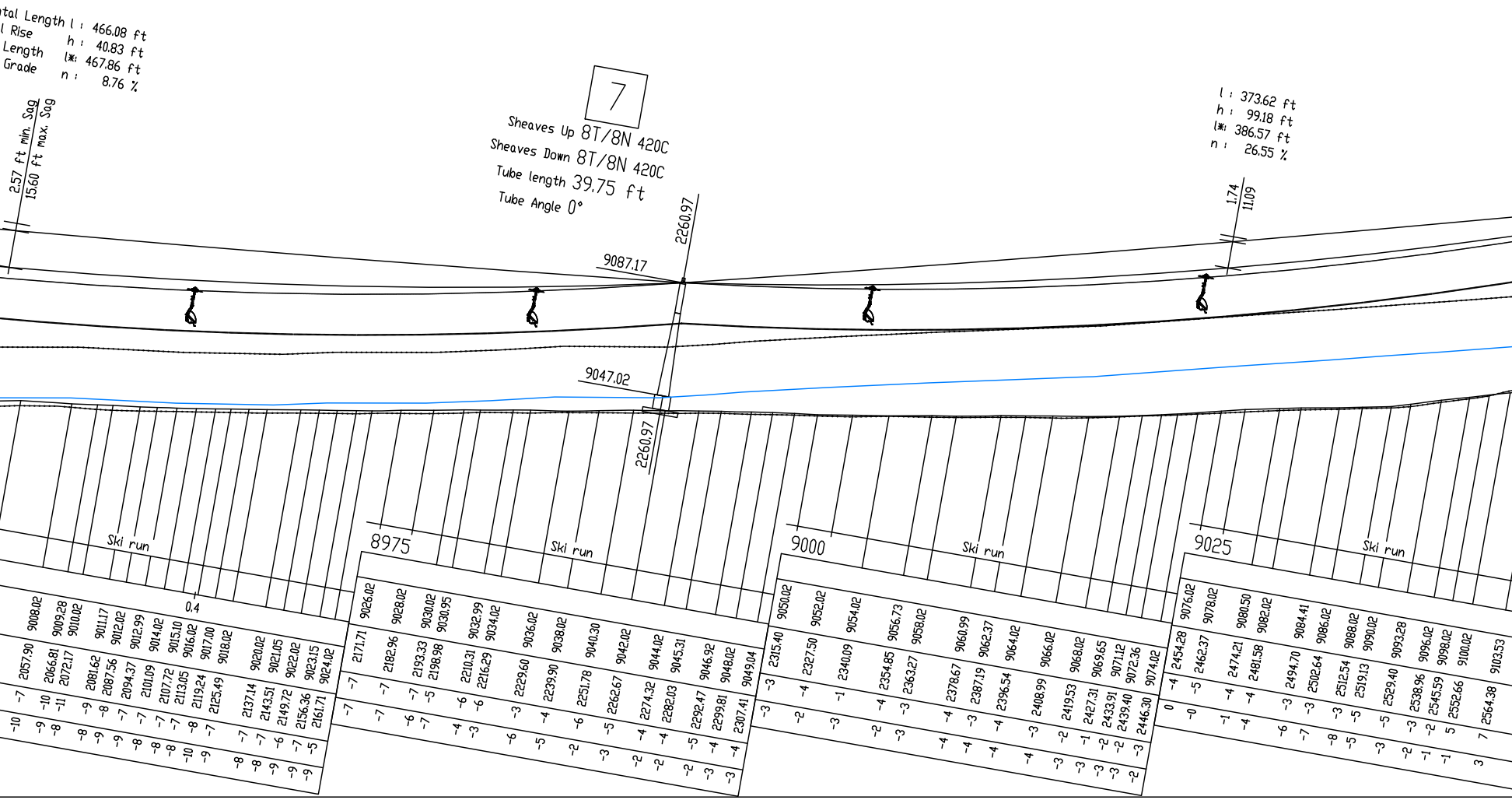
SHEET 6 OF 10


No ski under
2
8T 420C
8T 420C
33.01 ft
12°
352.41
8771.09
l : 178.22 ft
h : 92.78 ft
l*: 200.92 ft
n : 52.06 %
0.49
3.67
1
16N 420C
16N 420C
19.54 ft
0°
BEB
2R 501C
2R 501C
Bottom station
6-CLD D14-6.4
Return movable
Station level 8666.01 ft
143.47
174.19
8678.53
8678.32
8663.31
8650
8600
8737.02
360.00
Max. Rope Inclination = 63.00 %
Additional cut
Ski run
172.99
Vertical [ft]
Horizontal [ft]
Cross slope [%]
left
right
0
8669.42 8669.19 8668.55 8668.01 8666.21 8664.01 8662.01 8660.51 8659.72 8658.98 8660.02 8661.02 8661.86 8662.73 8663.63 8664.50 8667.55 8670.01 8671.42 8674.02 8676.02 8678.02 8680.06
0.00 6.40 15.47 23.89 33.54 39.93 46.12 54.25 60.69 72.61 87.68 97.95 107.35 123.41 133.12 140.70 150.03 155.80 165.71 176.52 184.05 191.12 196.85
-13 -13 -12 -12 -8 -3 -2 -5 -6 -7 -0 6 10 19 24 27 19 8 11 10 13 17 18
-14 -14 -18 -14 -2 -1 -4 -6 -8 -9 0 4 6 8 11 13 24 31 11 7 7 8 10
8685.22 8689.88 8691.81 8695.30 8698.02 8699.86 8702.02 8704.02 8708.02 8710.02 8712.01 8714.01 8716.01 8720.01 8723.11 8723.88 8724.84 8728.02 8730.02 8731.77 8734.02 8740.01 8739.97 8742.01 8746.02 8751.40 8753.84 8756.67 8759.88
208.45 219.35 224.91 234.63 241.63 246.96 252.53 260.25 270.08 276.33 282.04 290.38 296.57 302.95 309.34 320.19 326.48 337.94 344.48 349.92 355.81 366.83 381.07 391.14 399.88 408.65 414.08 424.87 432.79
14 14 14 12 10 10 11 11 8 8 5 6 5 -6 -18 -13 -2 7 9 12 18 -13 5 18 13 -10 -6 6 2
14 16 12 13 12 10 10 8 10 8 8 5 3 1 -6 -2 1 2 3 4 5 17 -22 -29 -19 2 7 2 4

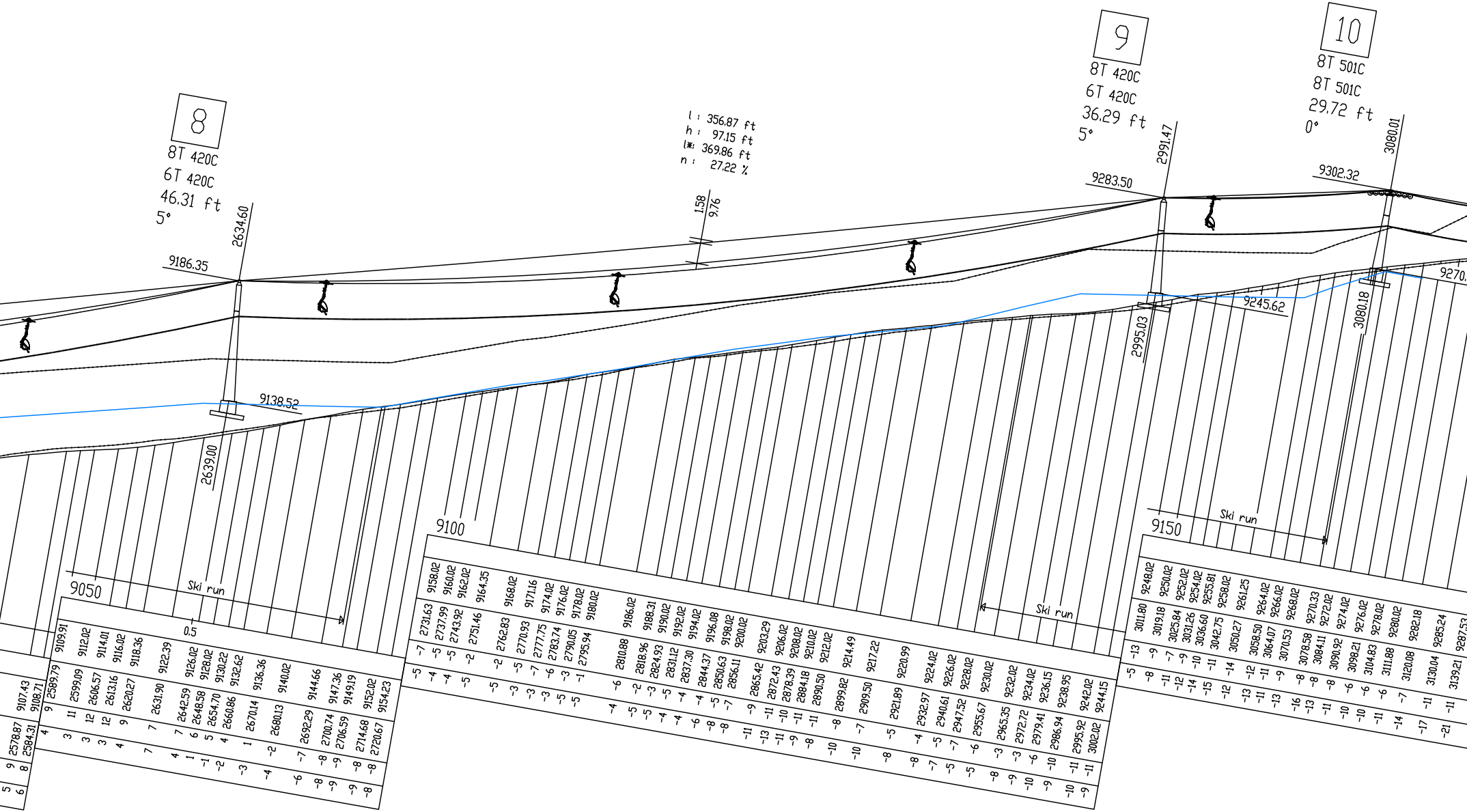

3
8T 501C
8T 501C
46.33 ft
6°
614.58
8874.58
620.00
8826.52
l : 262.18 ft
h : 103.49 ft
l* : 281.86 ft
n : 39.47 %
0.95
6.56
l : 360.41 ft
h : 84.06 ft
l* : 370.08 ft
n : 23.32 %
1.63
10.82
8700
8800
0.1
Ski run

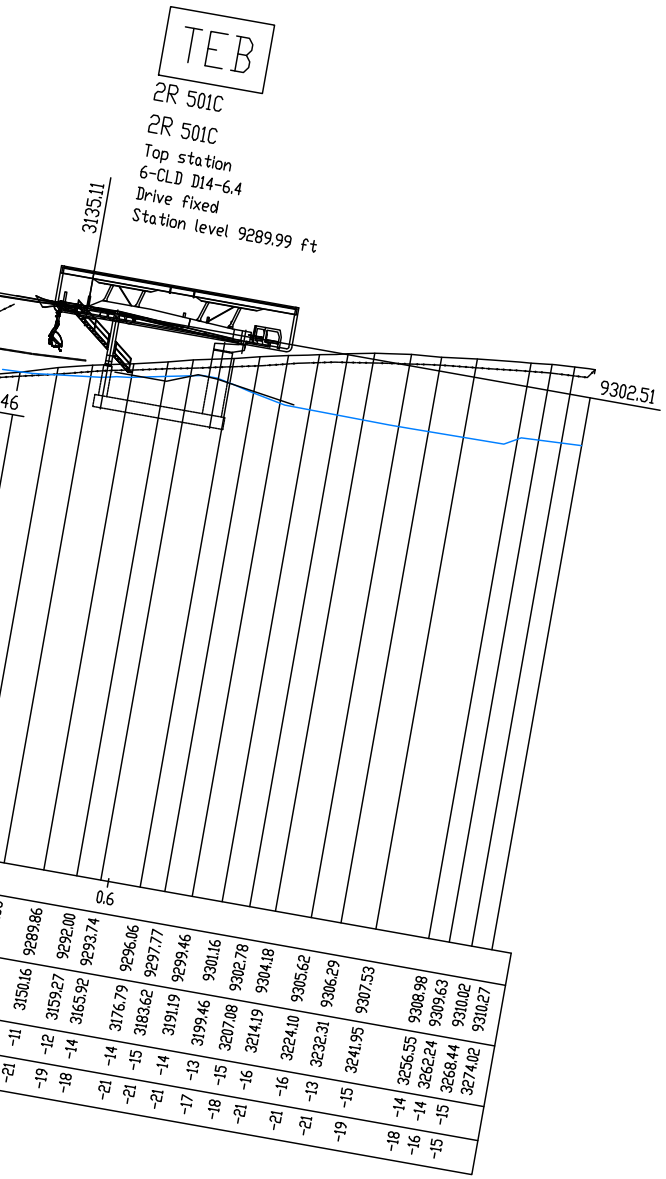

4
10T 501C
8T 501C
52.87 ft
0°
974.99
8958.64
8905.52
975.00
l : 399.83 ft
h : 50.47 ft
l* : 403.01 ft
n : 12.62 %
1.92
12.43
5
8T 501C
8T 420C
46.31 ft
0°
1374.82
9009.11
8961.02
1375.00
8900
Ski run
0.2


l : 420.07 ft
h : 37.23 ft
l* : 421.72 ft
n : 8.86 %
2.10
13.22
6
8T 501C
8T 420C
49.59 ft
0°
1794.89
9046.34
8995.02
1795.00
Ski run
0.3
8950
Horizon
Vertica
Inclined
Average
8978.02
8980.02
8982.02
8983.19
8984.23
8986.19
8986.94
8988.02
8989.70
8990.28
8990.70
8991.11
8991.19
8991.31
8991.59
8991.66
8991.85
8992.28
8992.27
8992.02
8991.07
8990.33
8990.57
8990.69
8991.25
8991.55
8992.12
8992.44
8992.76
8993.18
8993.60
8994.02
8994.68
8995.19
8995.49
8995.75
8995.81
8996.06
8996.02
8995.84
8995.44
8995.13
8994.41
8994.16
8994.05
8994.16
8994.28
8994.56
8994.89
8995.39
8996.14
8997.24
8998.02
8999.05
9000.28
9001.56
9002.70
9004.02
9006.02
1486.23
1499.98
1515.59
1524.01
1532.37
1554.35
1561.90
1572.63
1588.43
1599.81
1608.86
1619.65
1626.43
1634.44
1640.62
1651.06
1658.54
1670.21
1679.40
1685.39
1692.70
1701.79
1708.55
1716.34
1724.83
1730.50
1748.54
1758.24
1764.85
1771.44
1778.38
1787.73
1802.14
1811.28
1821.26
1830.89
1838.38
1851.36
1857.82
1866.62
1876.63
1883.49
1904.06
1909.39
1915.60
1929.58
1936.80
1946.86
1953.68
1962.45
1971.90
1983.28
1989.44
1998.66
2008.78
2018.56
2024.11
2029.86
2040.11



ntal Length l : 466.08 ft
l Rise h : 40.83 ft
Length l* : 467.86 ft
Grade n : 8.76 %
2.57 ft min. Sag
15.60 ft max. Sag
7
Sheaves Up 8T/8N 420C
Sheaves Down 8T/8N 420C
Tube length 39.75 ft
Tube Angle 0°
2260.97
9087.17
9047.02
2260.97
l : 373.62 ft
h : 99.18 ft
l* : 386.57 ft
n : 26.55 %
1.74
11.09
Ski run
8975
Ski run
9000
Ski run
9025
Ski run
0.4


8
8T 420C
6T 420C
46.31 ft
5°
9186.35
2634.60
9138.52
2639.00
l : 356.87 ft
h : 97.15 ft
l(*): 369.86 ft
n : 27.22 %
1.58
9.76
9
8T 420C
6T 420C
36.29 ft
5°
9283.50
2991.47
2995.03
9245.62
10
8T 501C
8T 501C
29.72 ft
0°
9302.32
3080.01
3080.18
9270.
9050
Ski run
0.5
9100
Ski run
9150
Ski run


TEB
2R 501C
2R 501C
Top station
6-CLD D14-6.4
Drive fixed
Station level 9289.99 ft
3135.11
46
9302.51
0.6
9289.86
9292.00
9293.74
9296.06
9297.77
9299.46
9301.16
9302.78
9304.18
9305.62
9306.29
9307.53
9308.98
9309.63
9310.02
9310.27
3150.16
3159.27
3165.92
3176.79
3183.62
3191.19
3199.46
3207.08
3214.19
3224.10
3232.31
3241.95
3256.55
3262.24
3268.44
3274.02
-11
-12
-14
-14
-15
-14
-13
-15
-16
-16
-13
-15
-14
-14
-15
-21
-19
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-17
-18
-21
-21
-21
-19
-18
-16
-15

Profile origin:
Profile file: SAA0003215r01 Mayflower Lift 7.gel
Ropeway file: SAA0003215r03 Mayflower Lift 7 6CLDB.cldb
Program: Seiba 1.68.3 CIN:1691191886

Profile
6-CLD-B Lift 7

Customer: Mayflower
Location: Utah

Technical Data:

Uphill Side	Left	ø Haul Rope	1.77 in
Drive Station	Top	Minimum Breaking Strength	330919 lb
Tension Station	Bottom	ø Drive Bullwheel	20.83 ft
Return Station	Bottom	ø Return Bullwheel	20.83 ft
Horizontal Length	2991.63 ft	Rope Gauge on Line	21.00 ft
Vertical Rise	623.98 ft	Drive Output Continuous	404 HP
Average Grade	20.86 %	Drive Output Starting	565 HP
Max. Rope Inclination	63.00 %	Elevation of Drive Station	9302 ft
Inclined Length	3078.39 ft	Uphill Transportation	100 %
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	118.11 ft
Carrier Interval	s	7.20 s
Trip Time	min	3.53 min

Index	Revision	Date	Name

Drawn 2023-08-04	DBR
Scale 1"=40'	Project No. SAA0003215
Drawing No.	Index

Doppelmayr®

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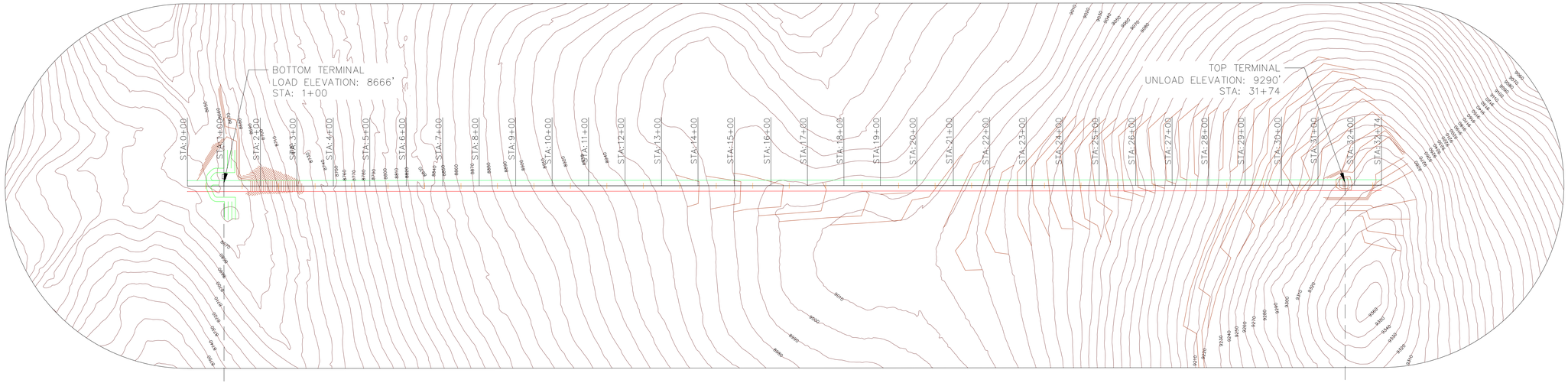
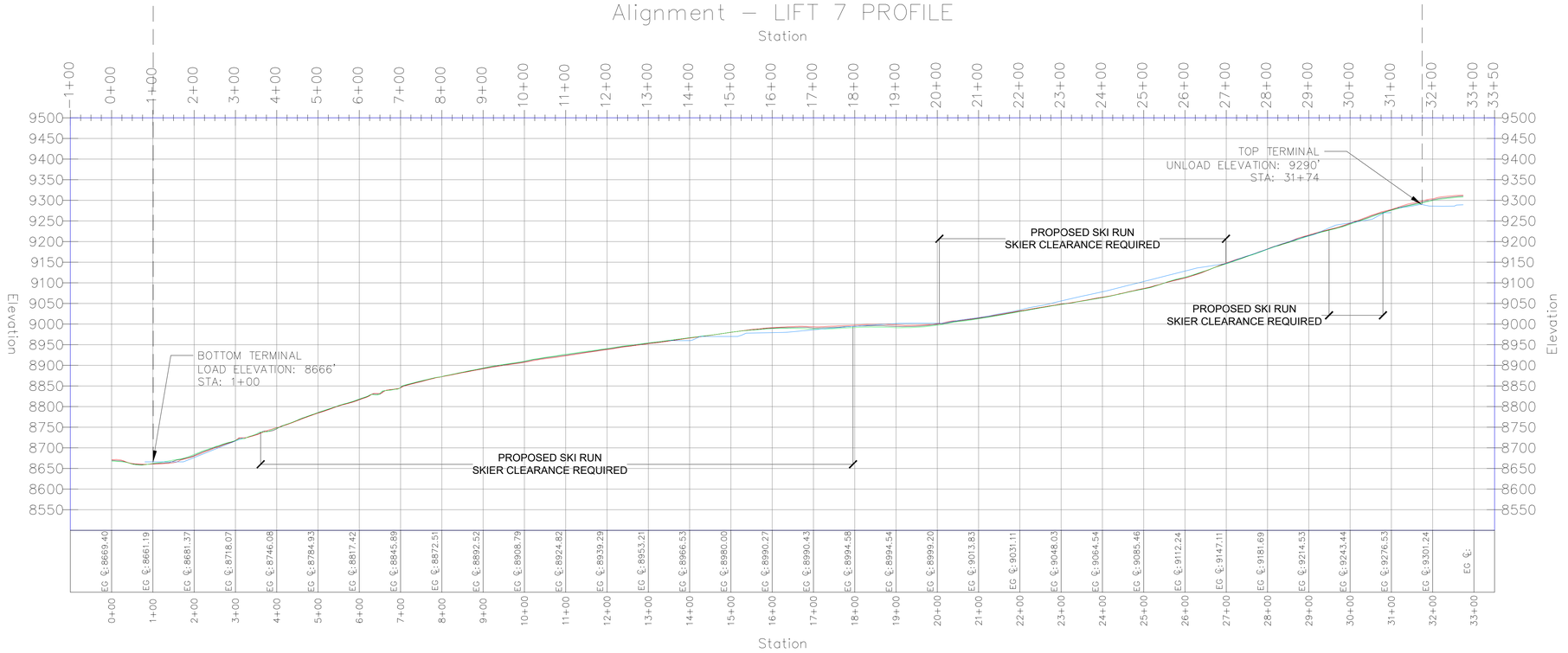




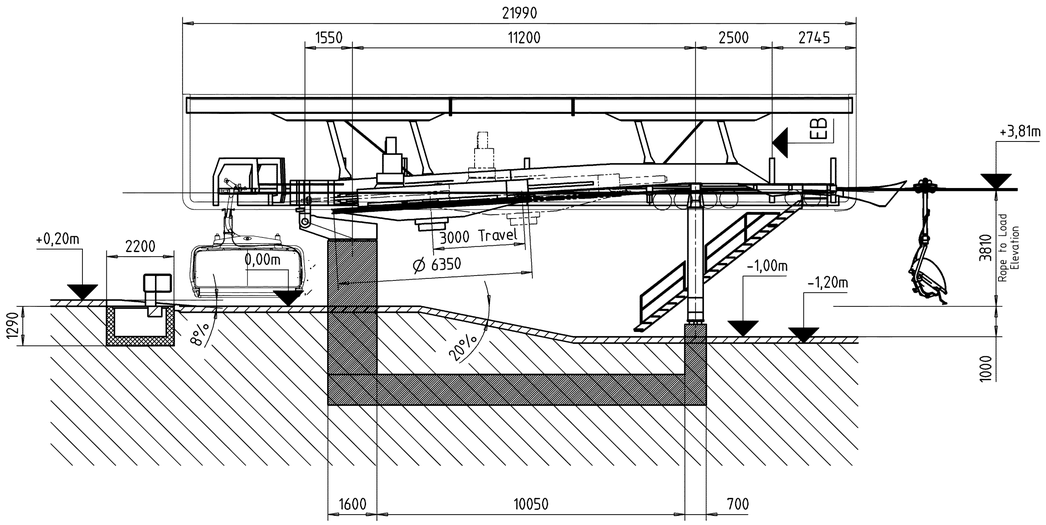
LIFT SPECS:
SLOPE LENGTH: 3163'
VERTICAL: 624'

MAYFLOWER MOUNTAIN | LIFT 7 - PLAN & PROFILE

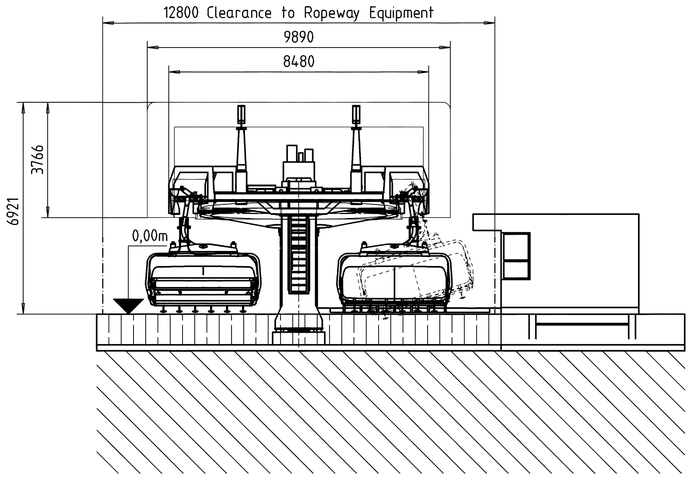
0 75' 150' 300'

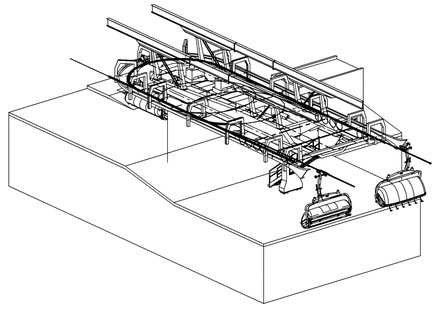
Prepared by:
SE GROUP
June, 2021

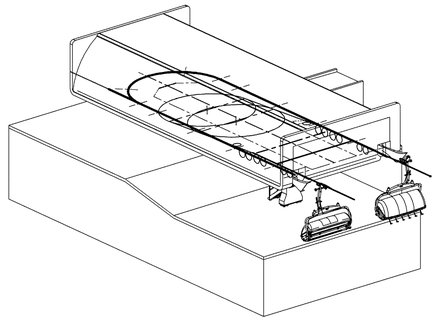
Section A-A

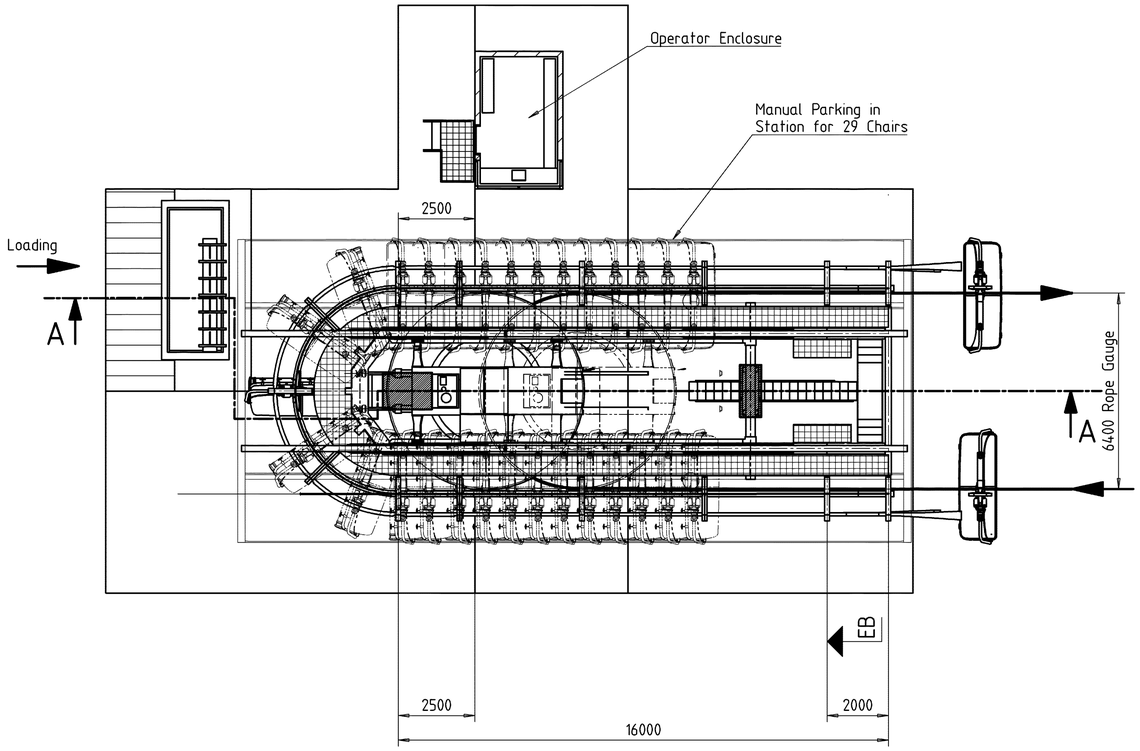


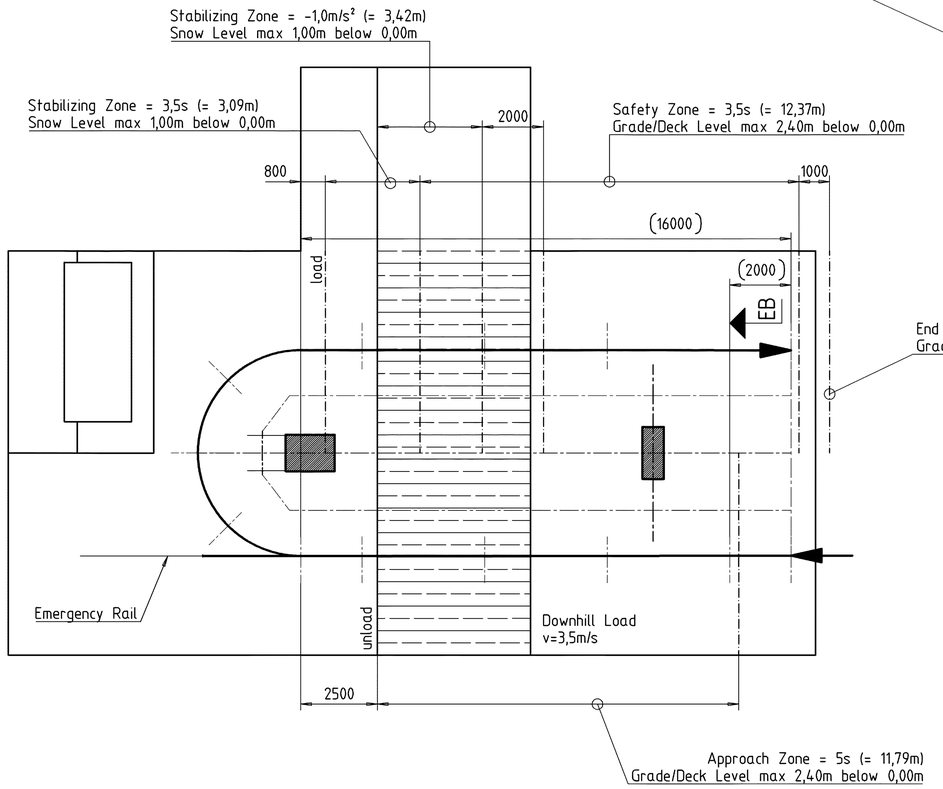
VIEW B











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

G-Class 0

Mass kg

	Date	Name
drawn	15.08.2023	Frenchik Jim
approved	16.08.2023	Frenchik Jim
saved	17.08.2023	Frenchik Jim

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

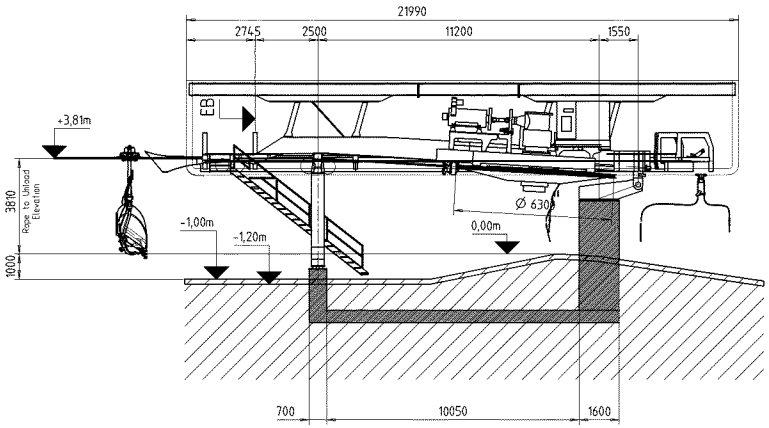
A1

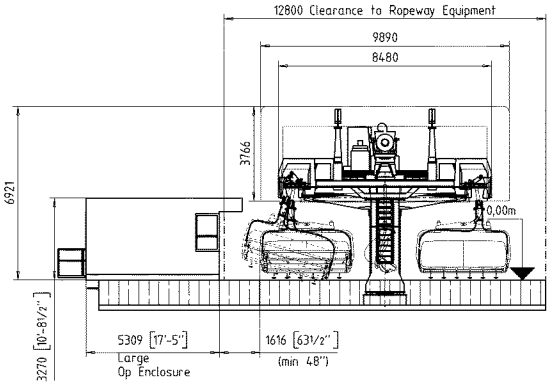
This drawing is intellectual property of Doppelmayr USA, Inc. This Drawing or information is our property and must not be copied nor utilized in whole or in part without permission and is subject to return upon request.

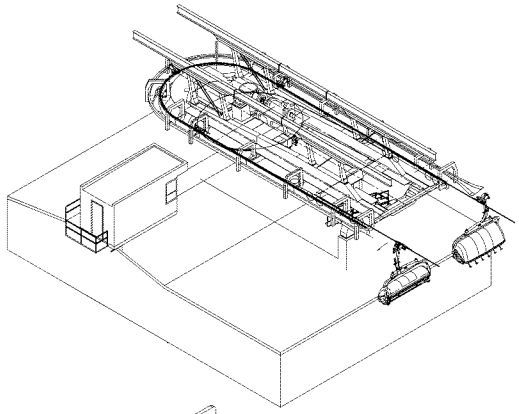
UC Draft

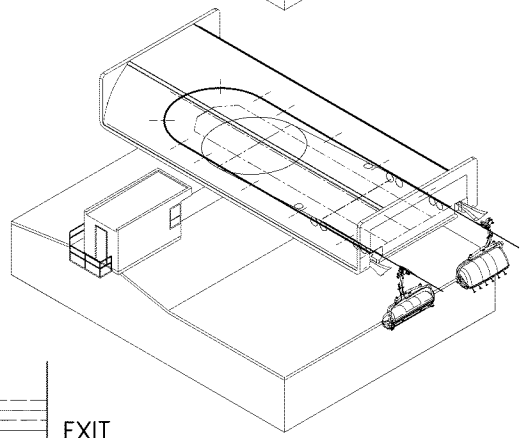
created: jf 2023-08-17 16:17 State: released

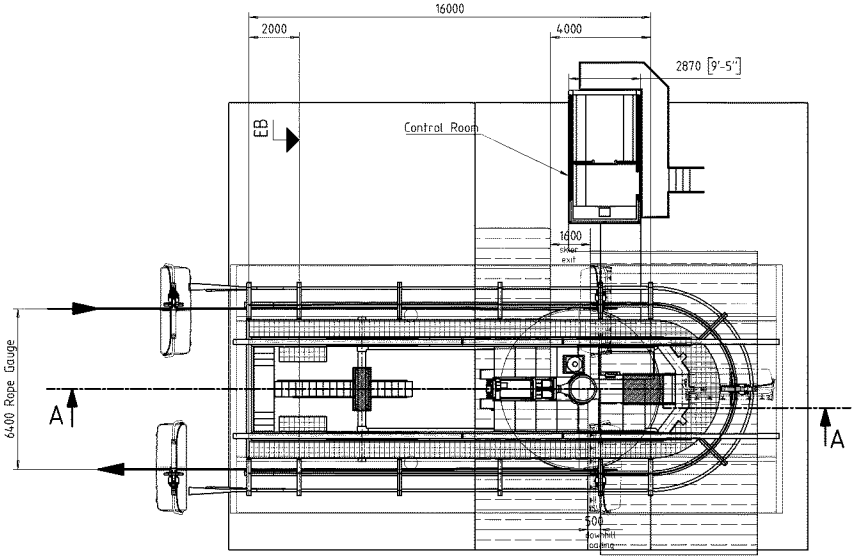
Section A-A
S= 1:100

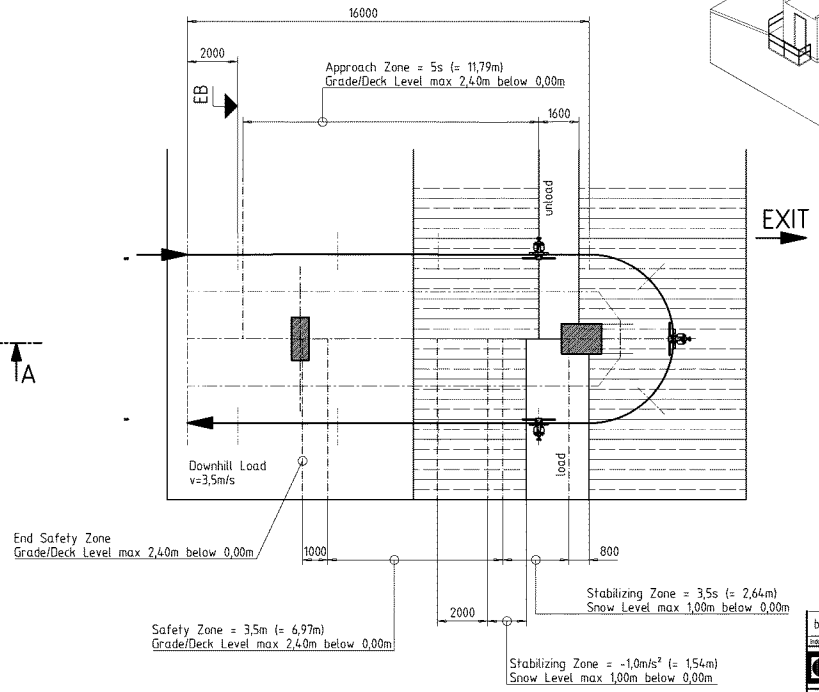












IMPORTANT:
PRELIM. DRAWING
DETAIL PLANNING
ONLY UPON CONSULTATION
AN APPROVAL OF ENGINEERING DEPT.

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 S□max	565 kN

Index	Revision	Date	Name
b	large Op Enclosure, no station parking	27.02.2024	Campanella M.

Configuration: 55089946 (ID No.)

Doppelmayr — Doppelmayr USA, Inc. 3950 West 500 South Salt Lake City UT 84104

Scale 1/100 | 0-Class | 0 | Mass kg

	Name	Date
drawn	Preschle Jan	17.08.2023
approved	Campanella M.	28.02.2024
issued	Campanella M.	28.02.2024
PM/ Reason		

Installation: Mayflower Roller 7 - 6-CLDB
Order: SAA0003215 Piece: 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 State: 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

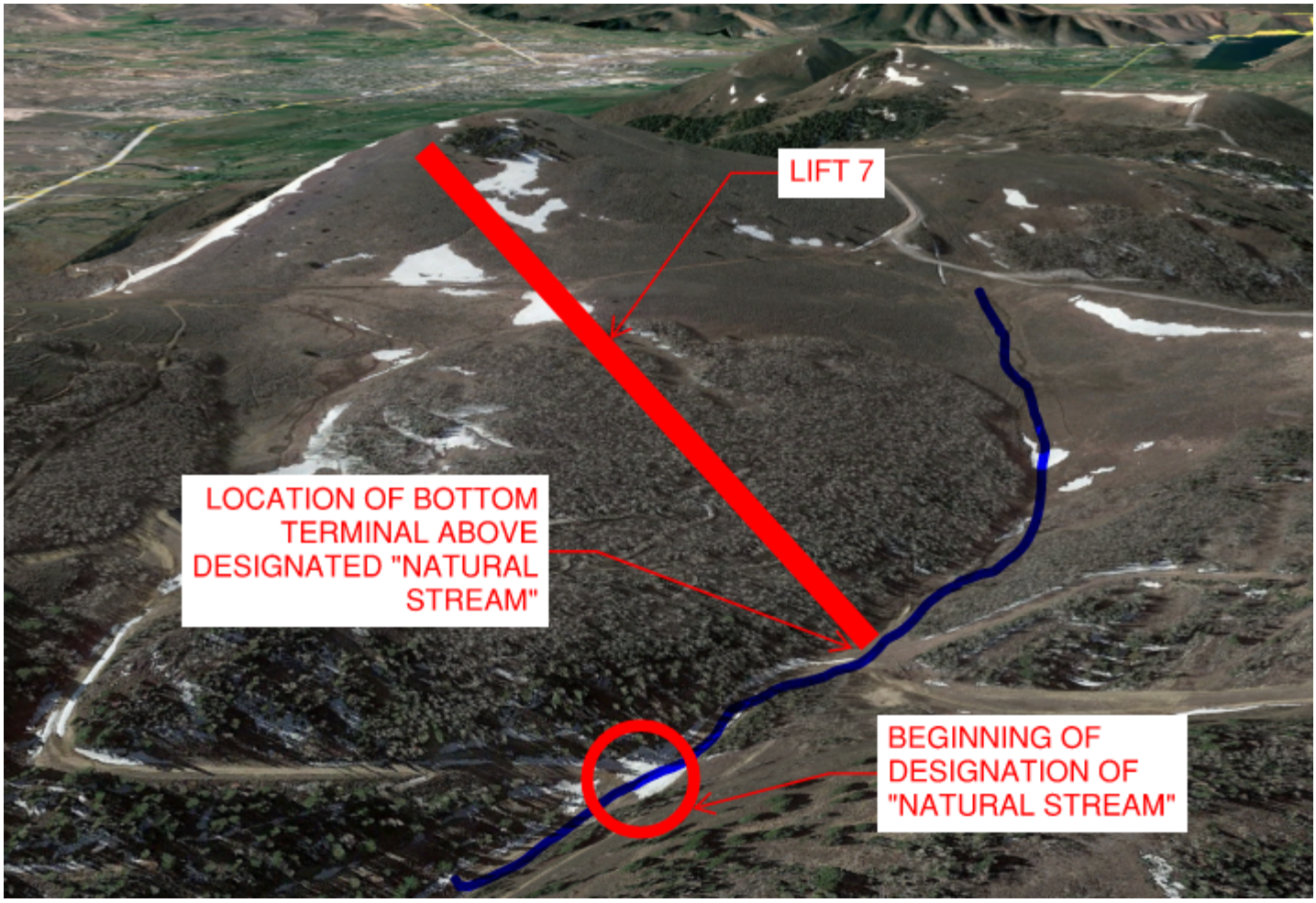
Utah Department of Natural Resources
Division of Water Rights (State Engineer's Office)

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

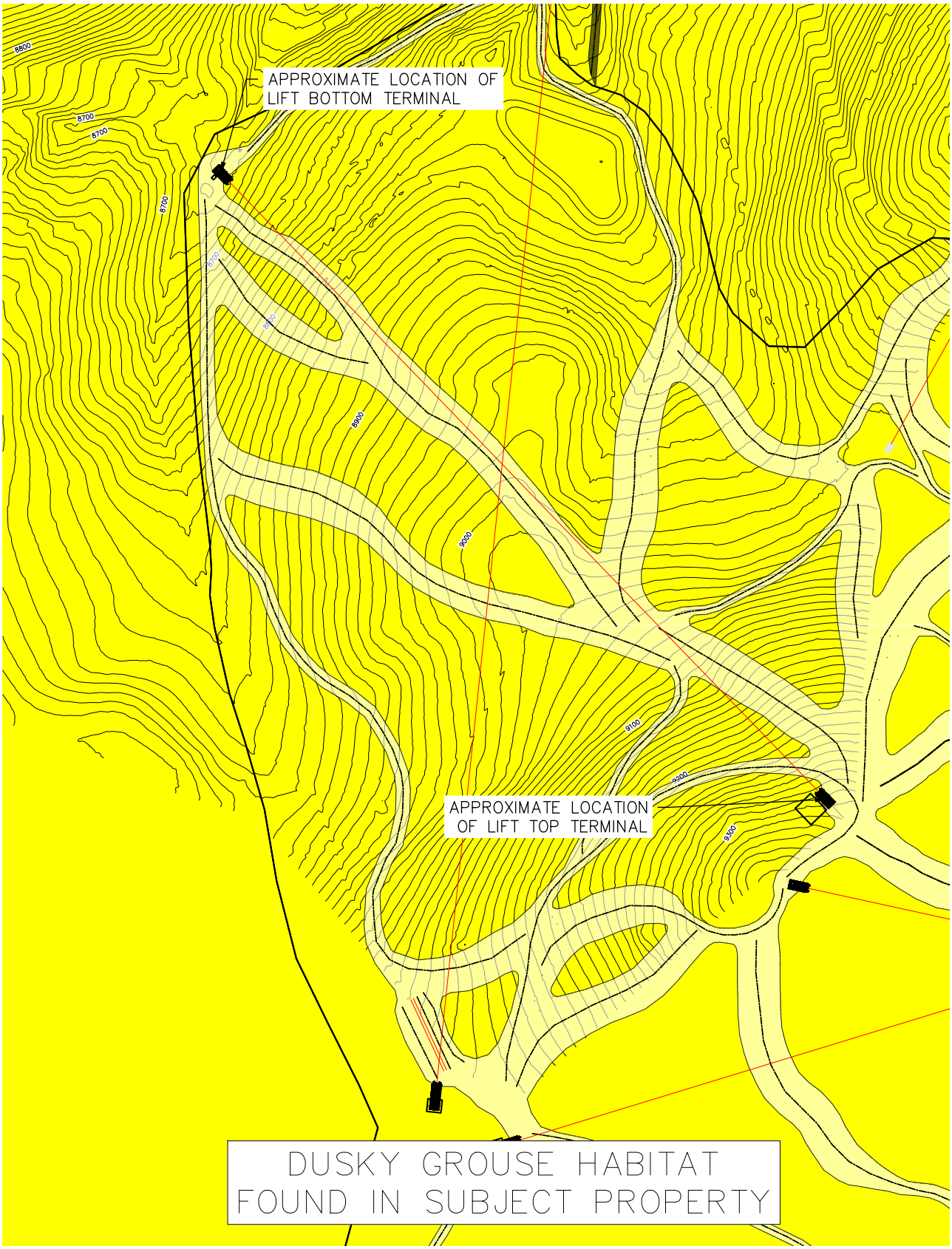
Direct 435.602.4994

alliance-engr.com

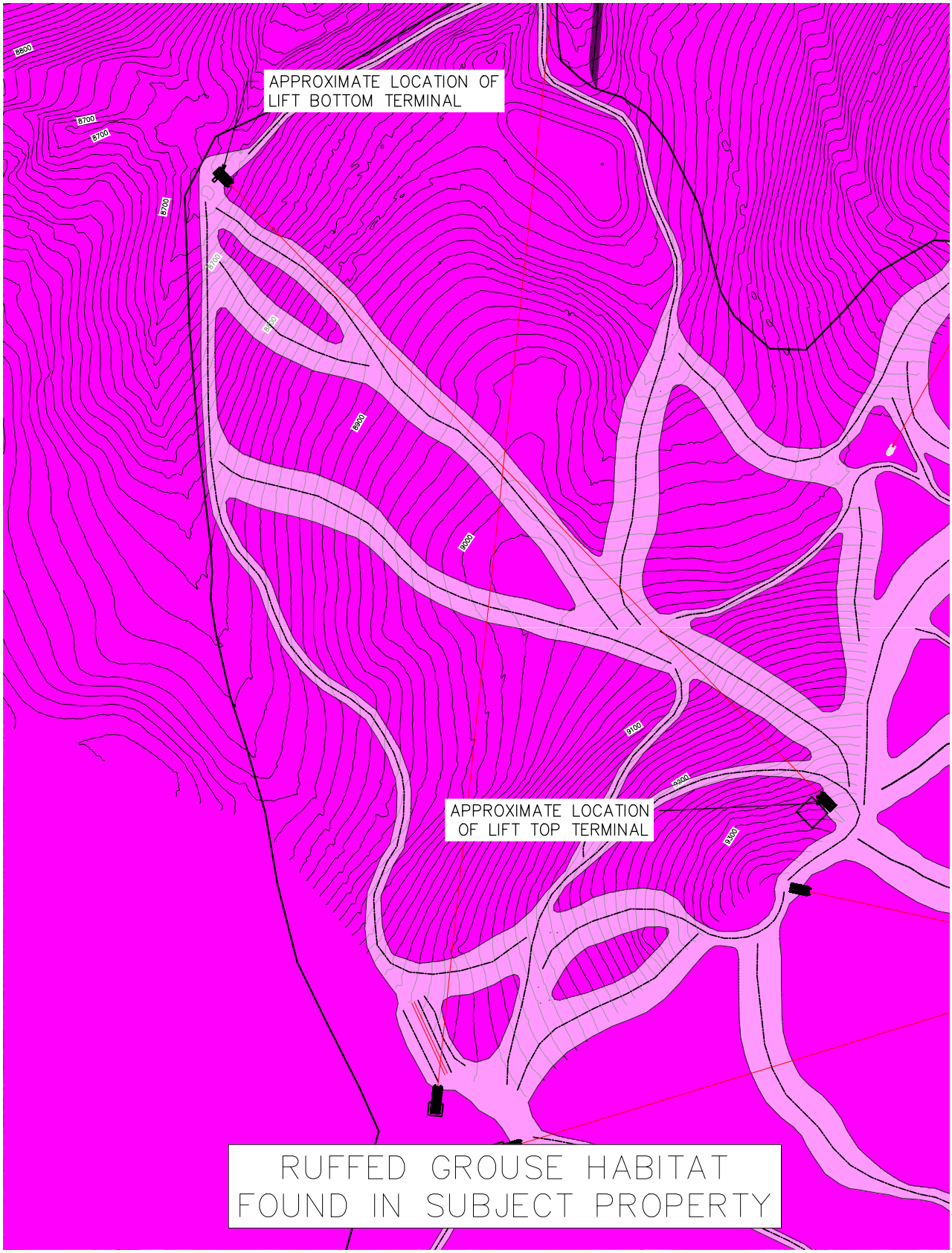
9. Wildlife Habitat Areas

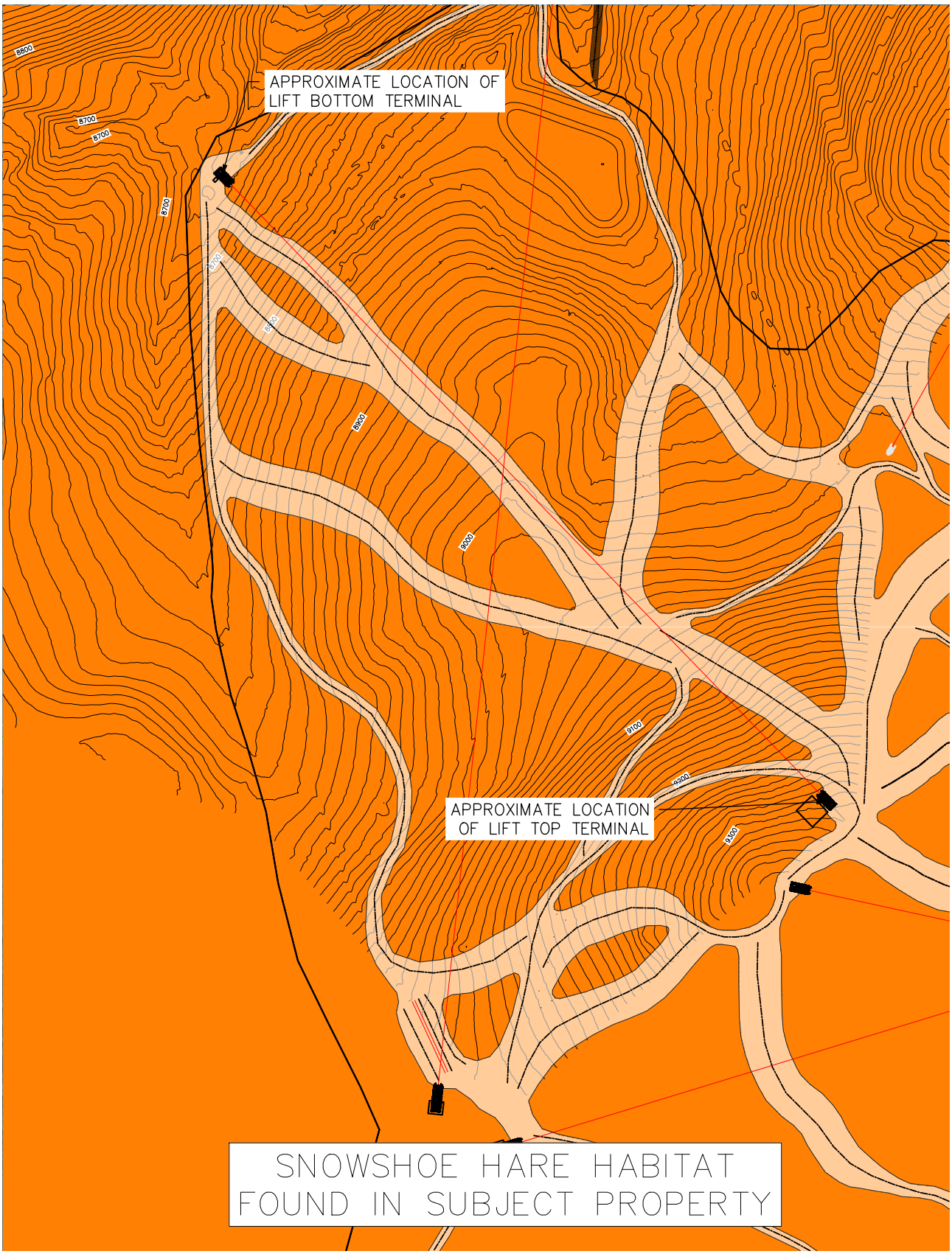
The project area is identified as a wildlife habitat by the Utah Department of Natural Resources for the following species: black bear, dusky grouse, ruffed grouse, moose, mule deer, rocky mountain elk, white-tail jackrabbit and snowshoe hare. Specified as either **crucial**- the local population depends 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

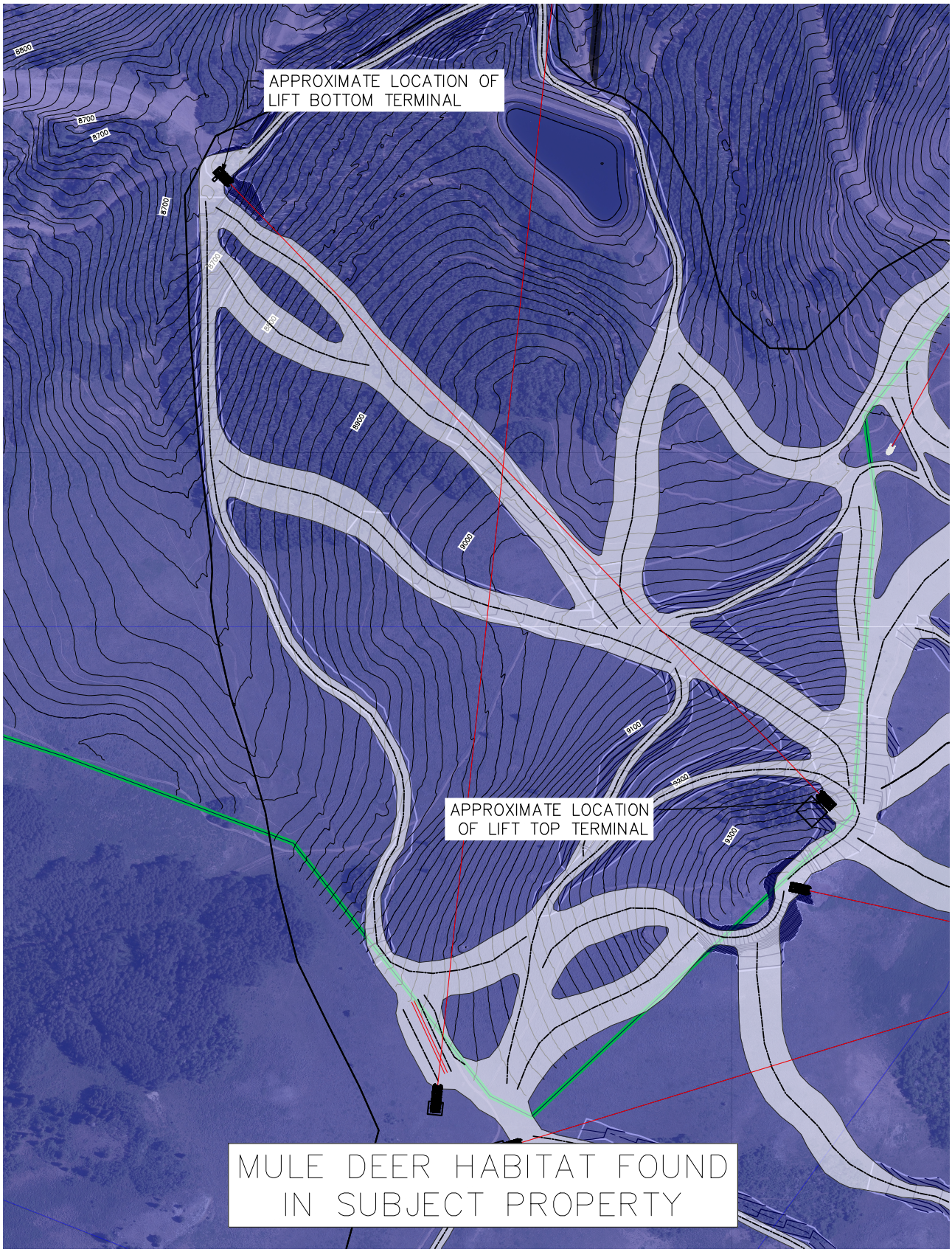

APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
DUSKY GROUSE HABITAT FOUND IN SUBJECT PROPERTY

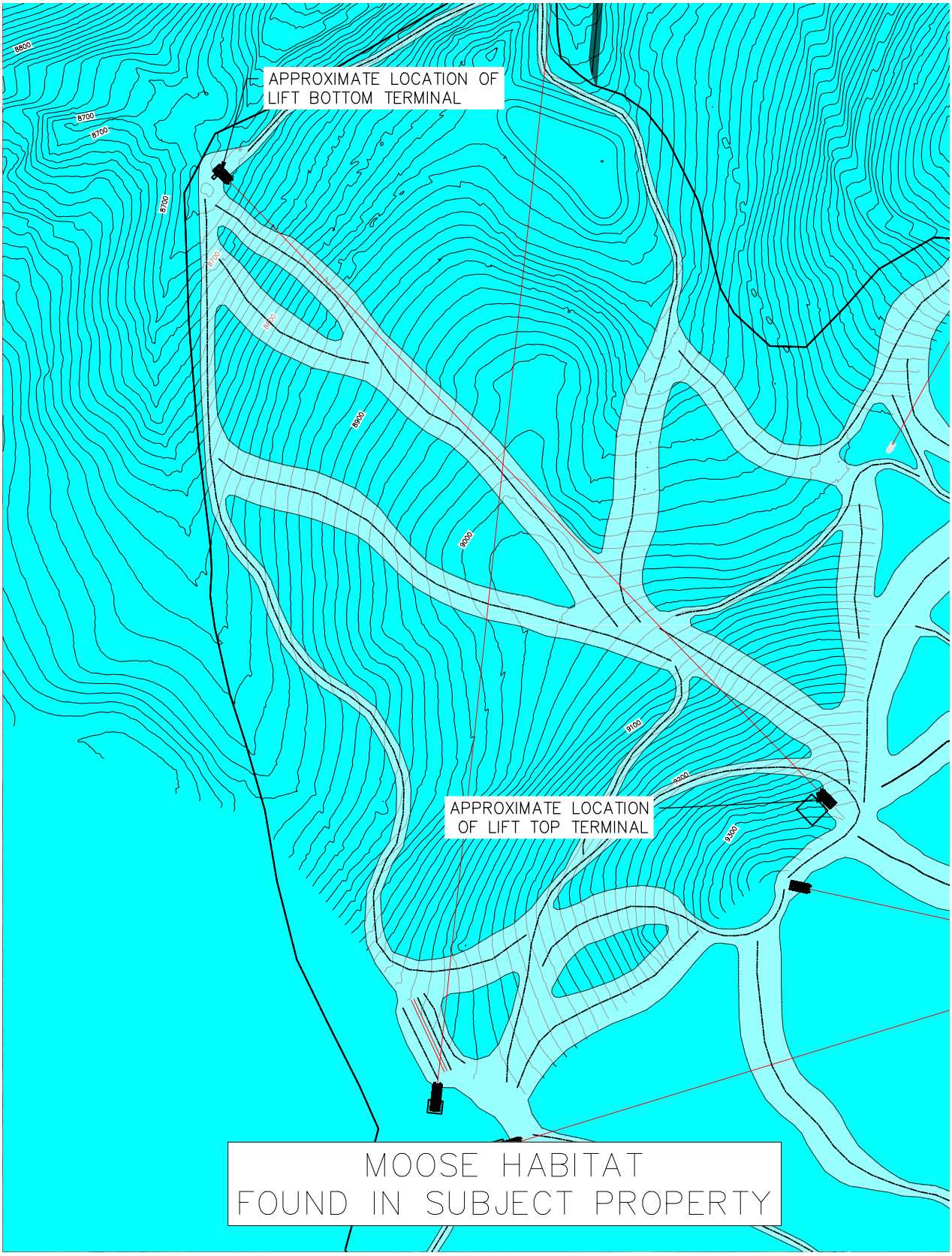

APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
BLACK BEAR HABITAT FOUND IN SUBJECT PROPERTY


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

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

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

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

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

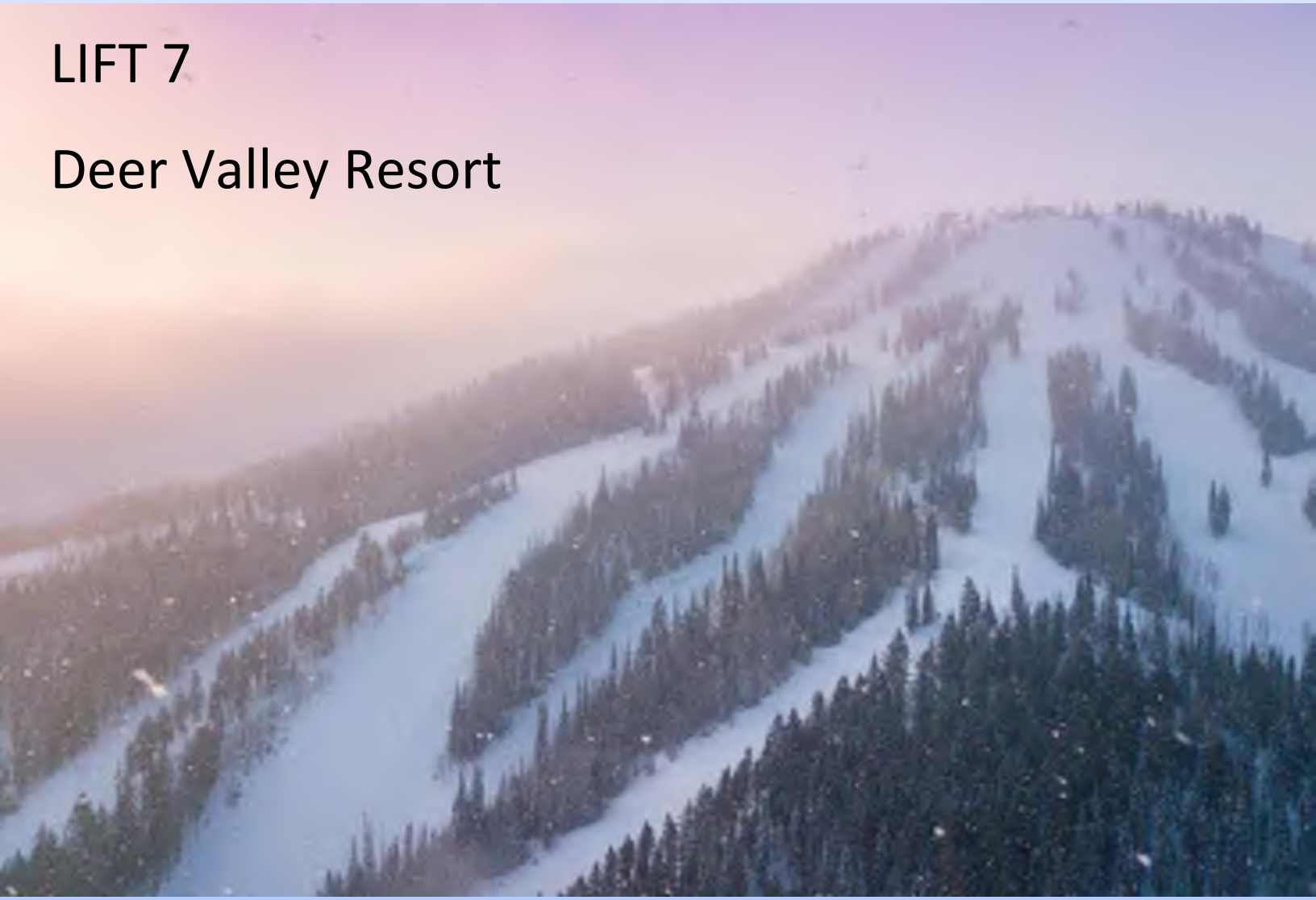
Jupiter mine - Ore bin
Anchor (Daly-Judge) Mine site
Quincy Mine site
Quincy
Little Bell Mine--Ore Bin
Old Pipe?!
Little Belle Ore Bin
Mine waste dump
Log structure
White Pine Mine site
Lucky Bill Mine site
Flagstaff Mine site
Not sure
Thing

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

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SENSITIVE LAND OVERLAY ZONE

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4. **Ridge Line Area.....16**
5. **Vegetative Cover..... 18**
6. **Designated Entry Corridors and Vantage Points (SEE SECTION 1 – VISUAL ASSESSMENT)**
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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)

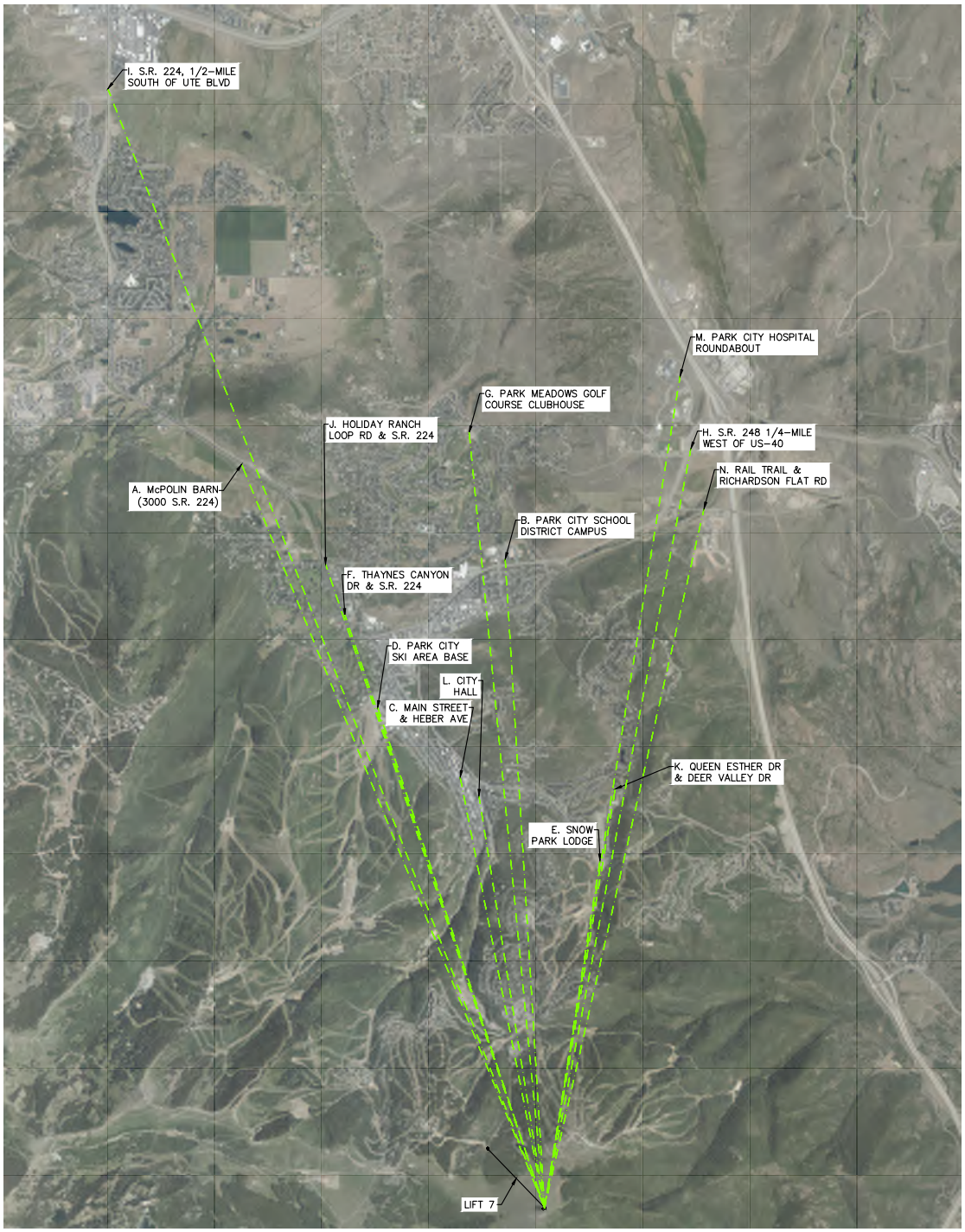


FIGURE 1: MAP OF DESIGNATED VANTAGE POINT

Vantage Point “A”: McPolin Barn (3000 S.R. 224)



Vantage Point “B”: Park City School District Campus



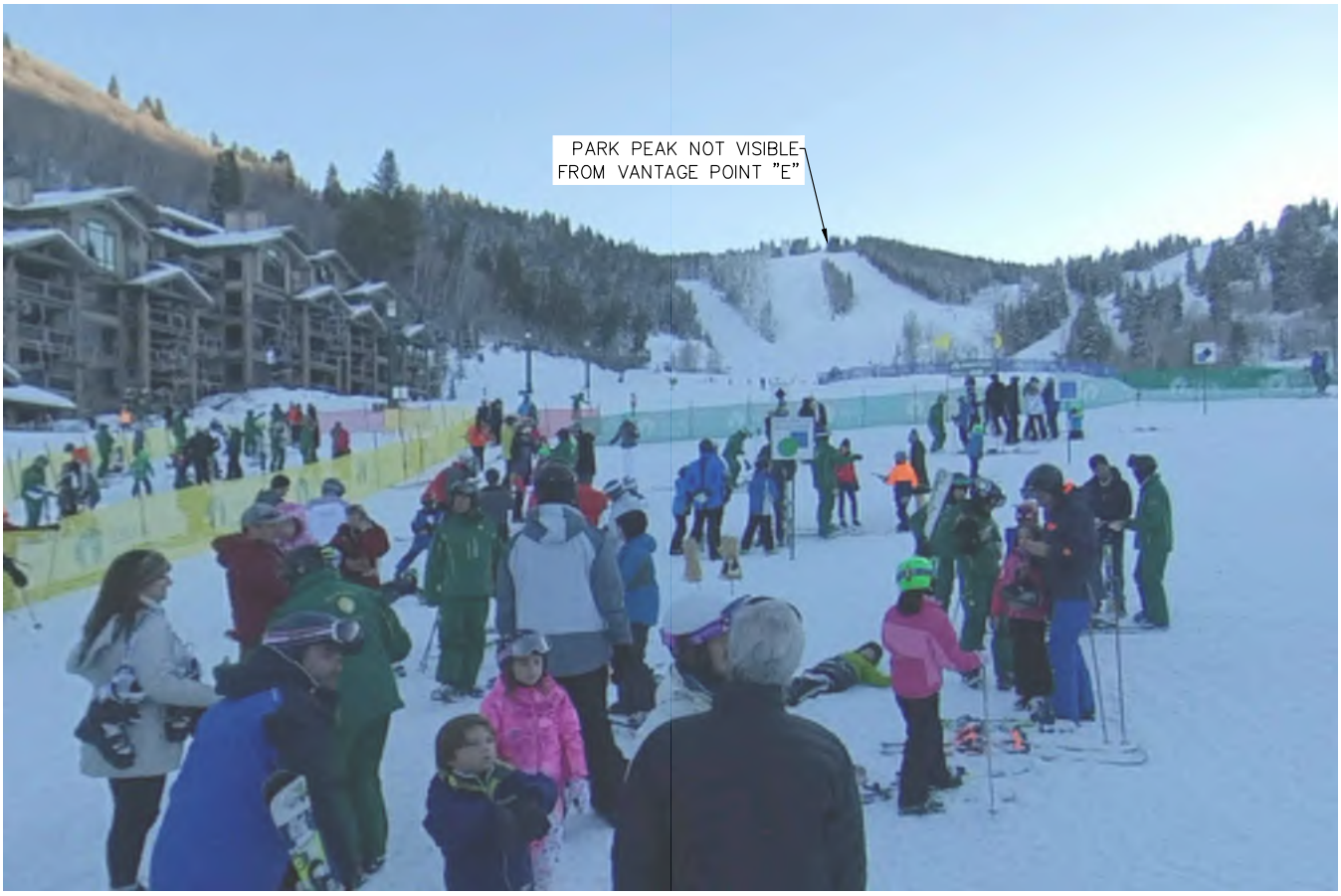
Vantage Point “C”: Intersection of Main Street and Heber Avenue



Vantage Point “D”: Park City Ski Area Base



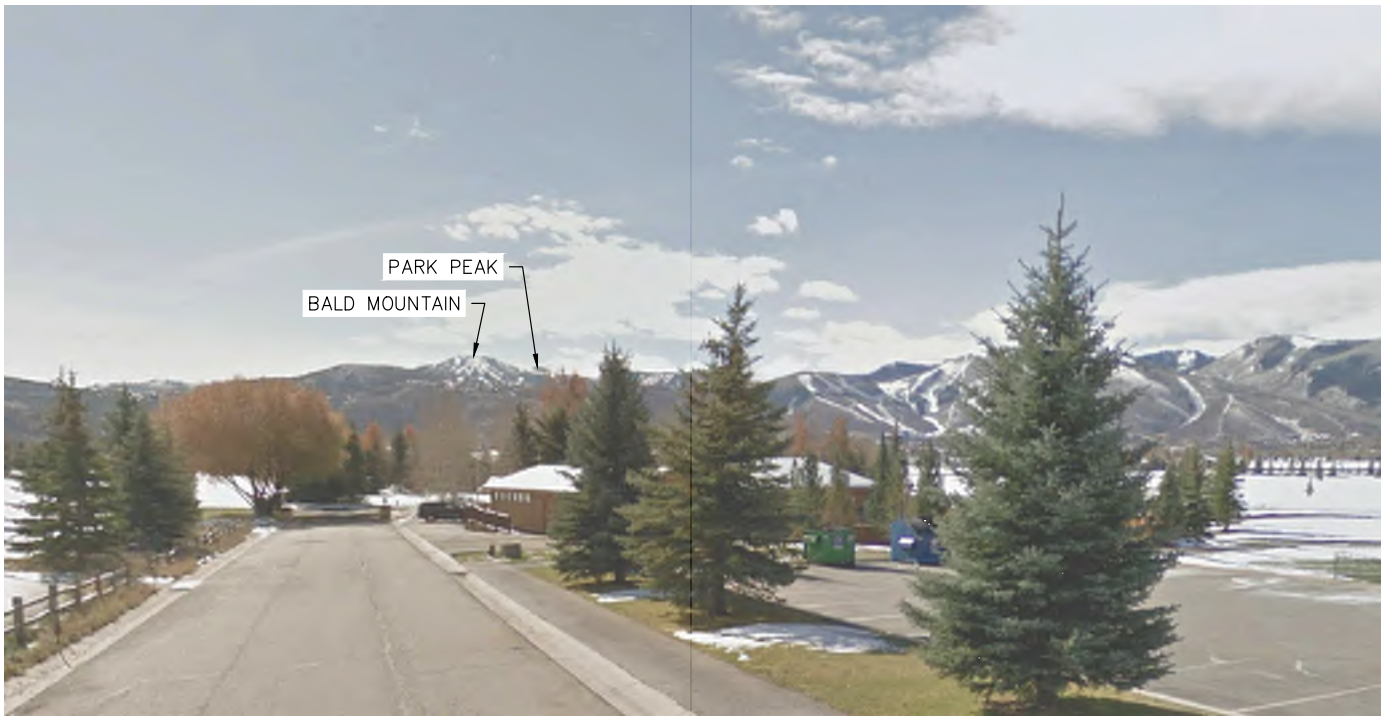
Vantage Point "E": Snow Park Lodge



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



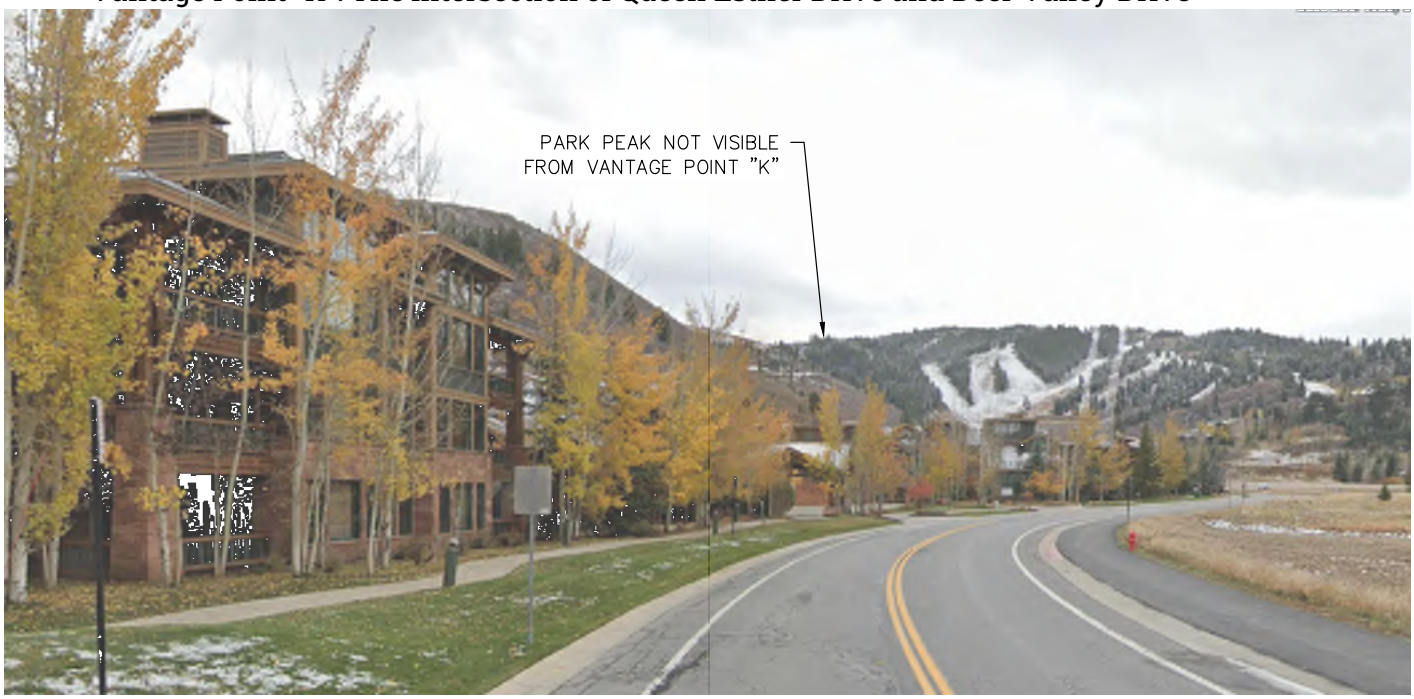
Vantage Point "I": S.R. 224, one-half mile south of the intersection with Ute Boulevard



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

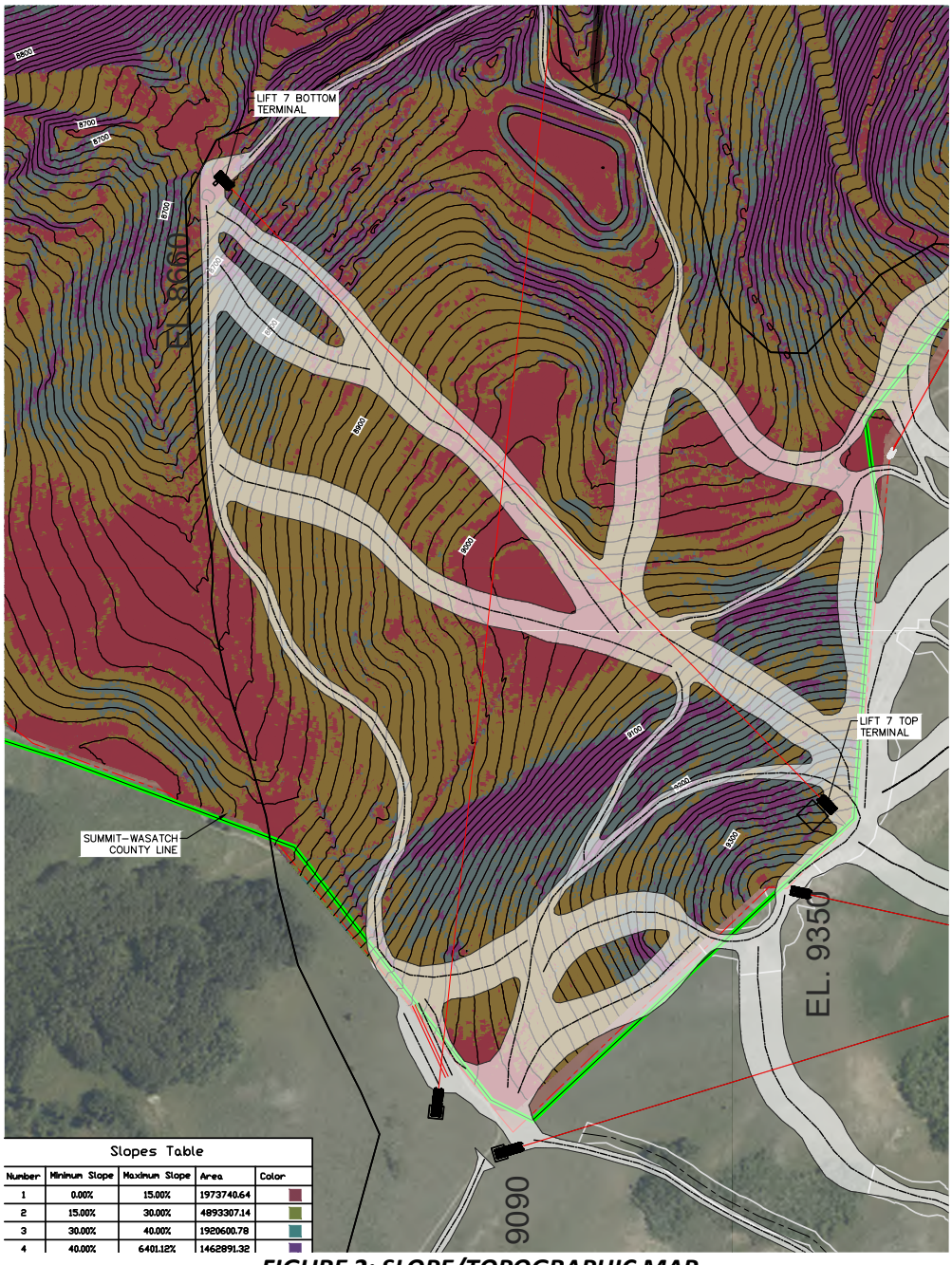


FIGURE 2: SLOPE/TOPOGRAPHIC MAP

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

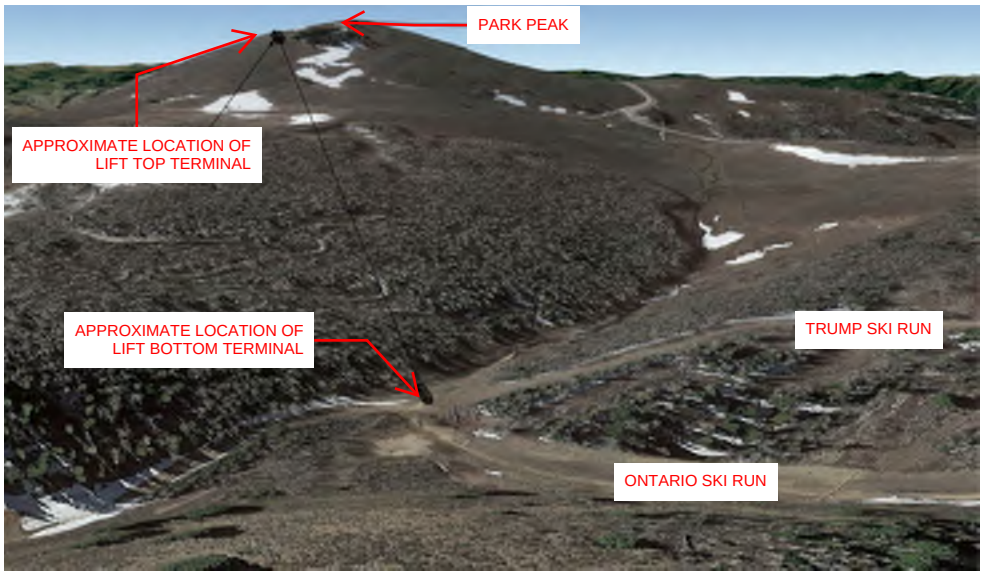
Refer to geotechnical report provided in Appendix A - “Geotechnical Report”.

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.



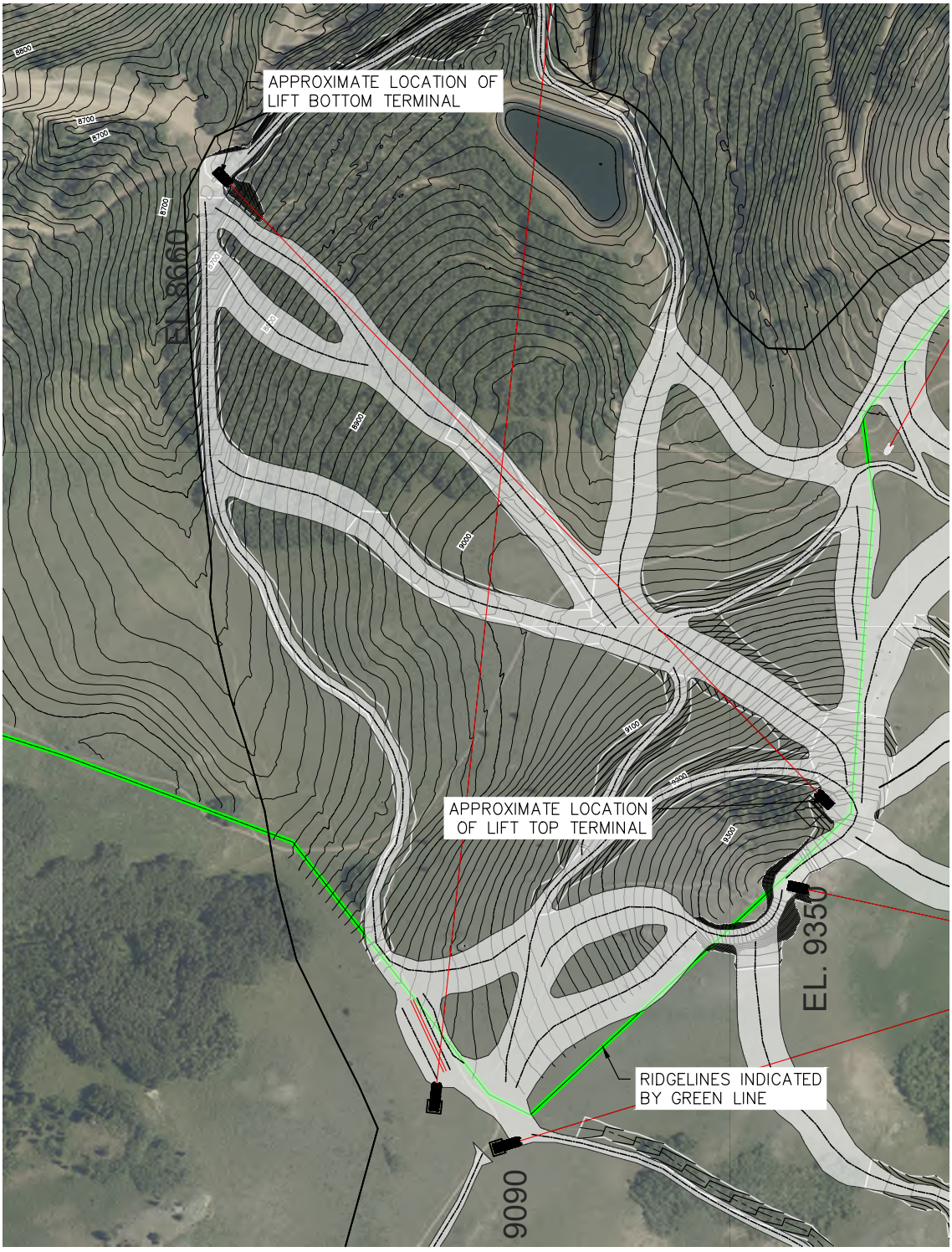


FIGURE 3: RIDGE LINE IDENTIFICATION

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

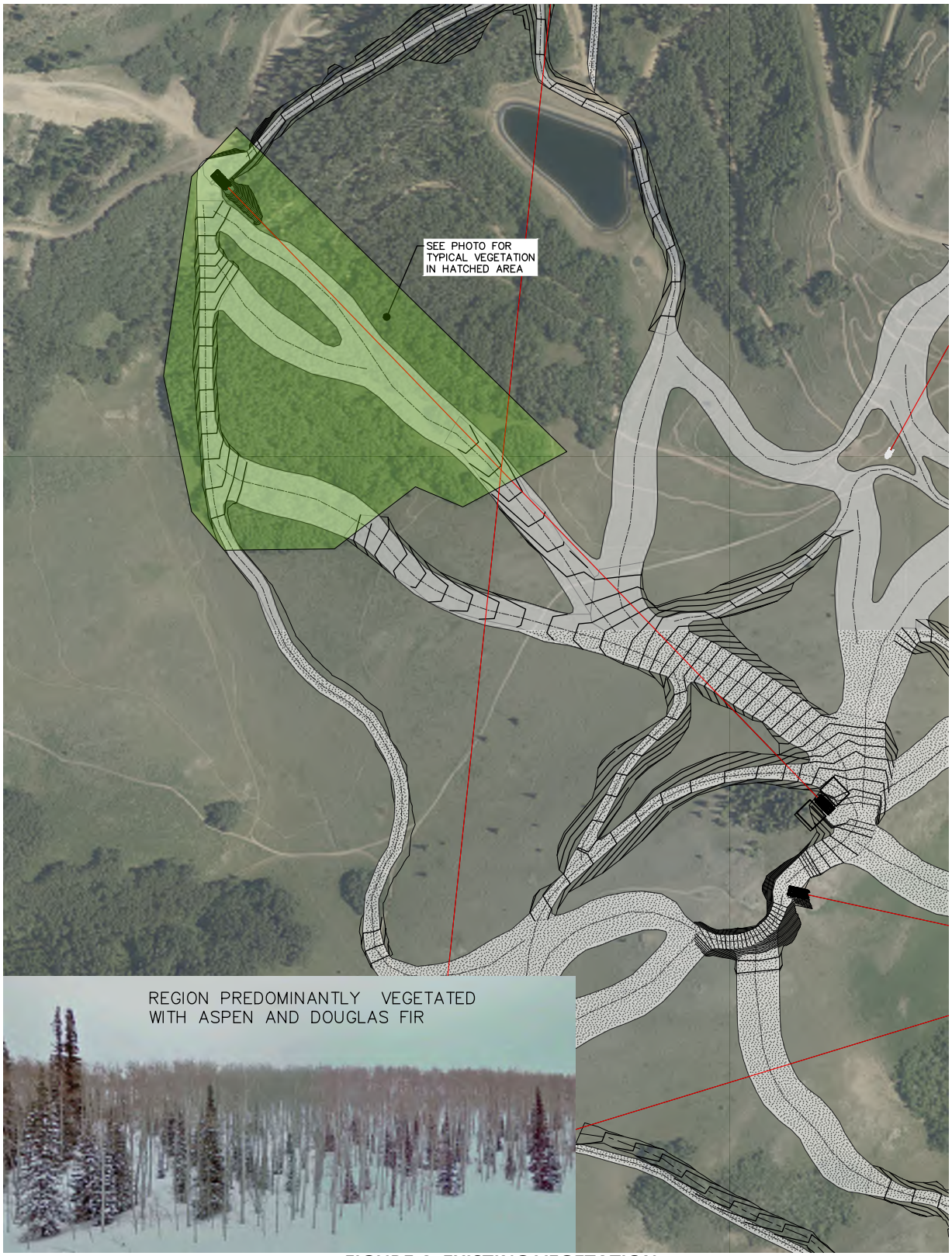
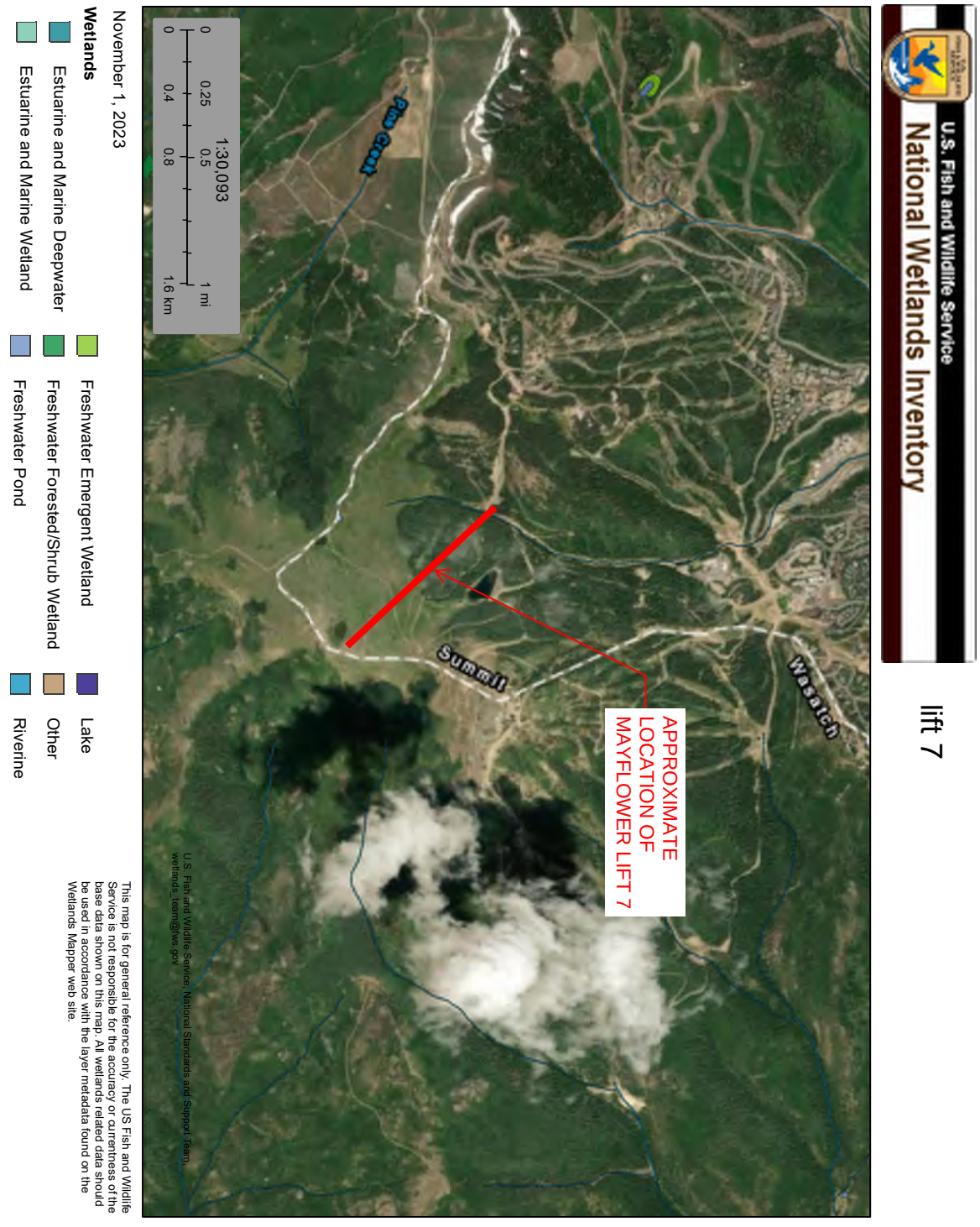


FIGURE 4: EXISTING VEGETATION

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.

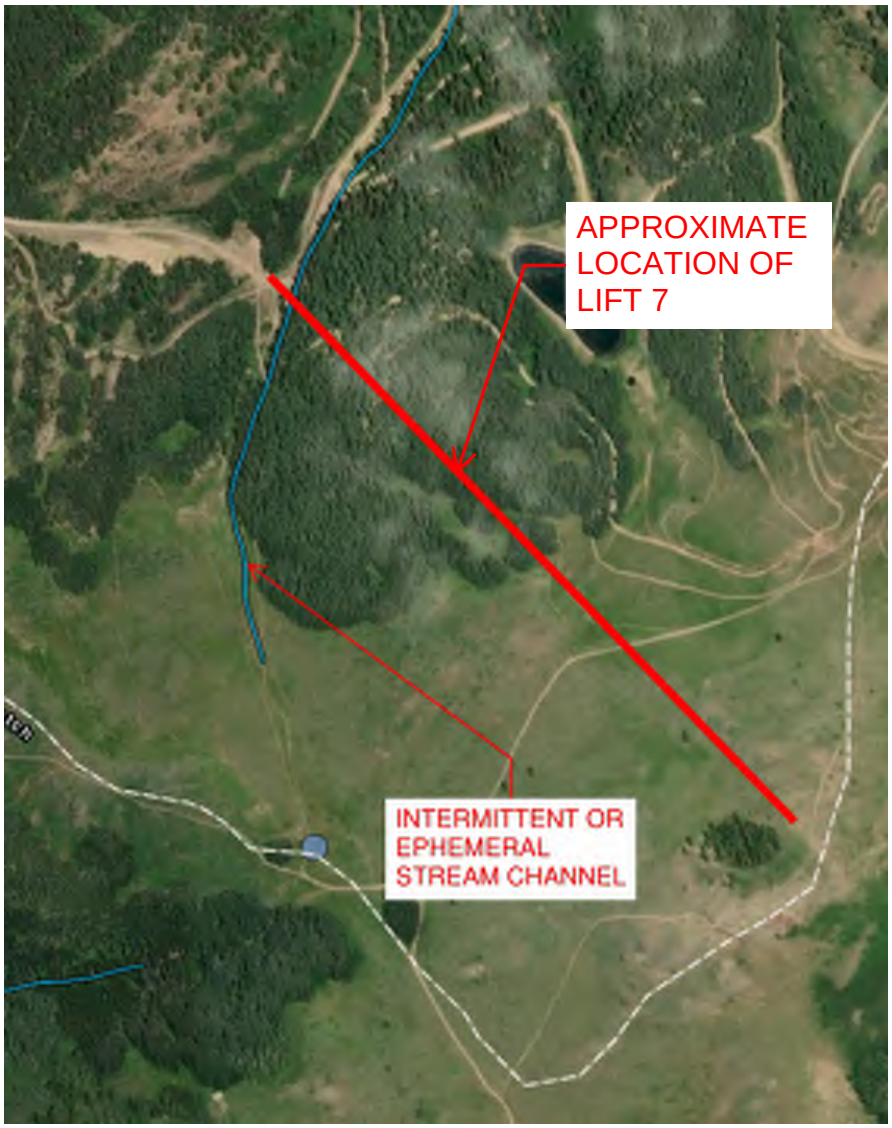
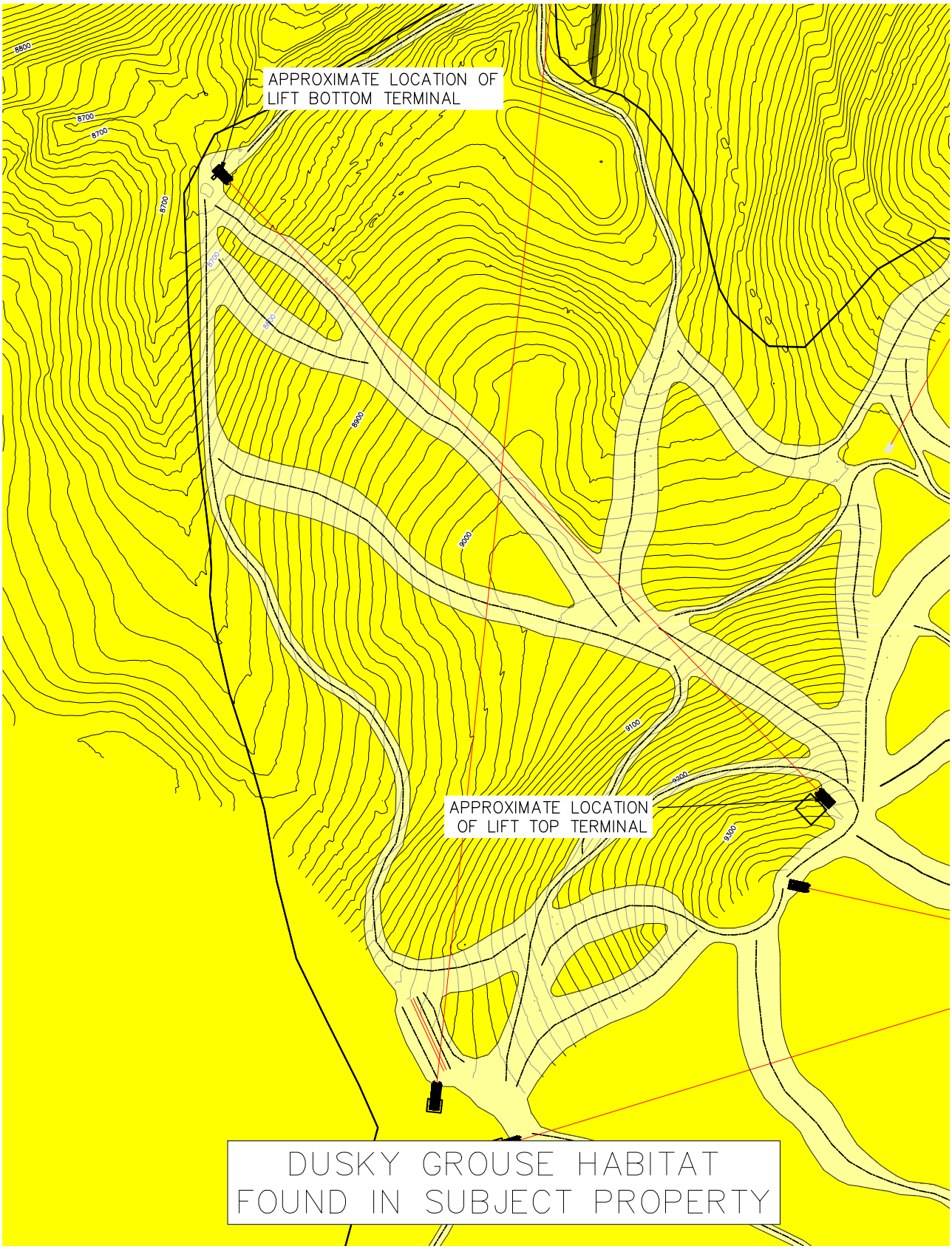


FIGURE 5: INTERMITTENT STREAM LOCATION

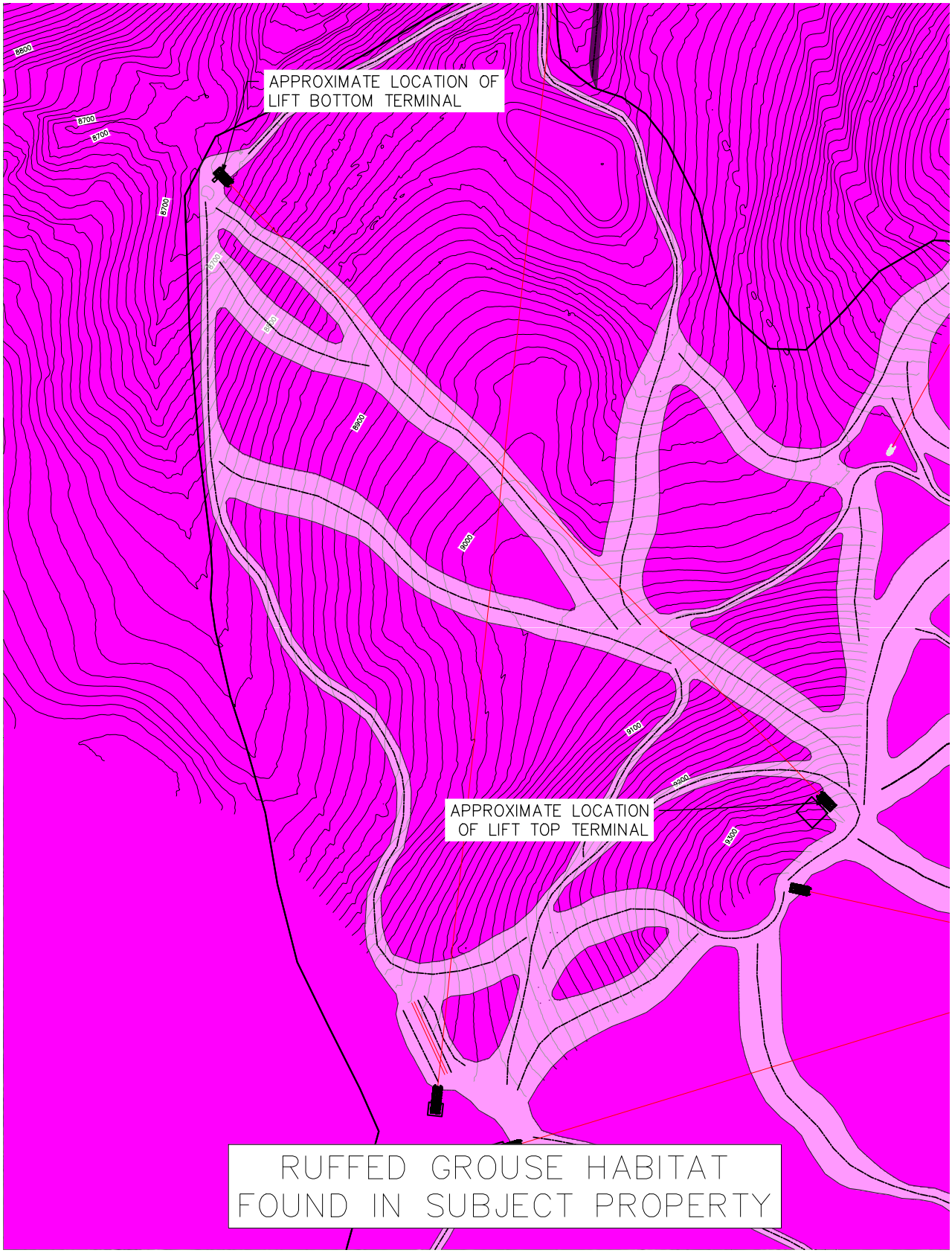
9. Wildlife Habitat Areas

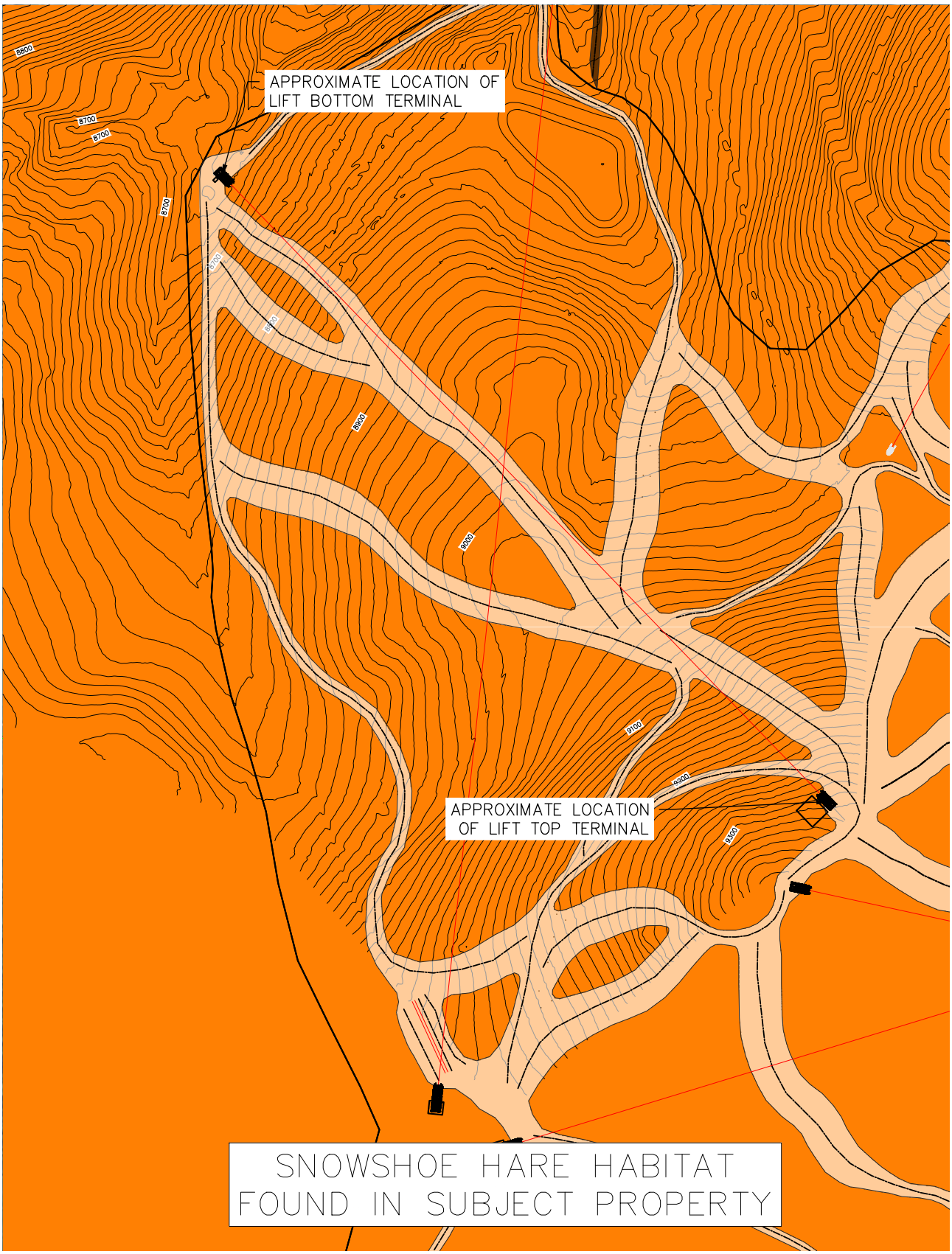
The project area is identified as a wildlife habitat by the Utah Department of Natural Resources for the following species: black bear, dusky grouse, ruffed grouse, moose, mule deer, rocky mountain elk, white-tail jackrabbit and snowshoe hare. Specified as either **crucial**- the local population depends 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

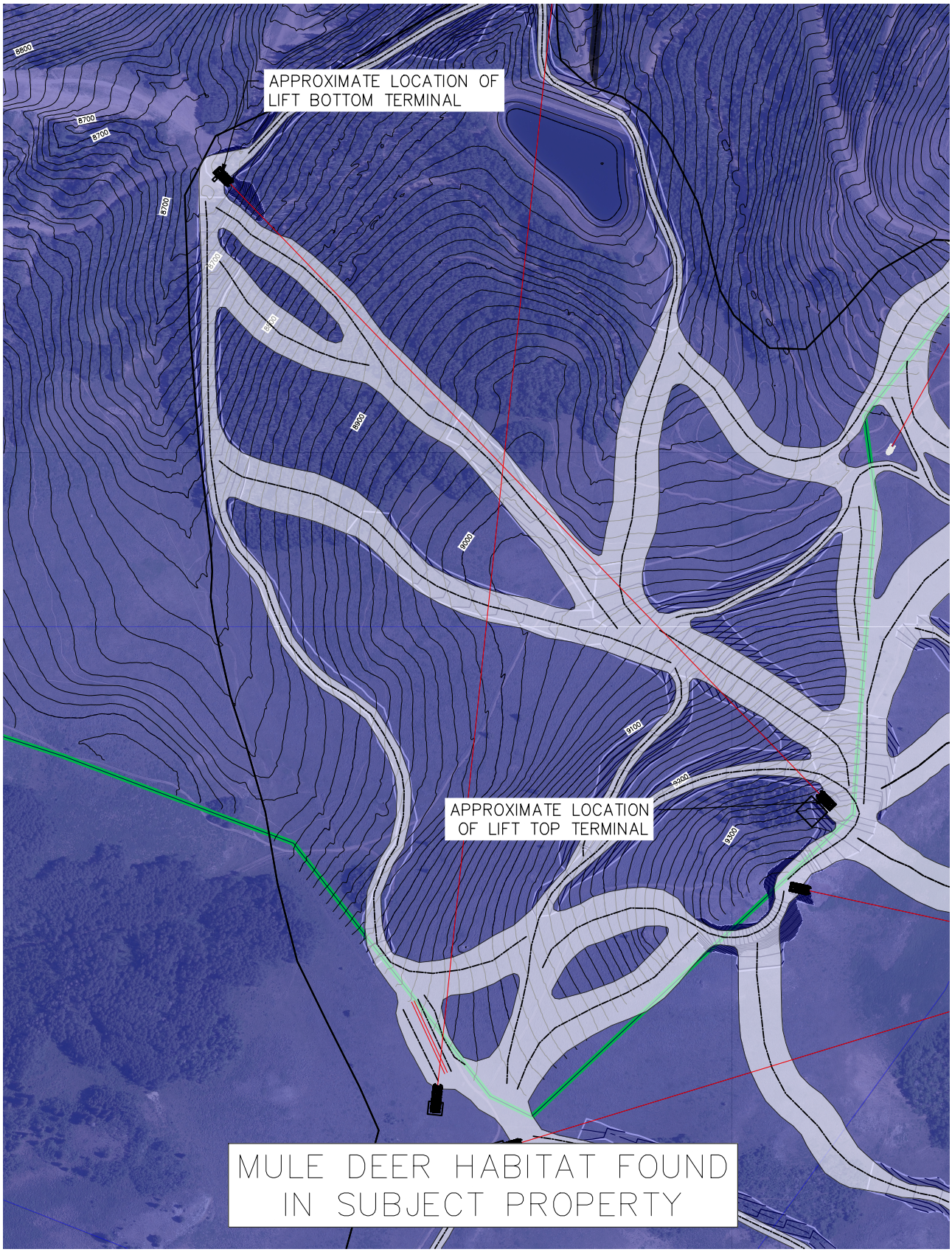

APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
DUSKY GROUSE HABITAT FOUND IN SUBJECT PROPERTY

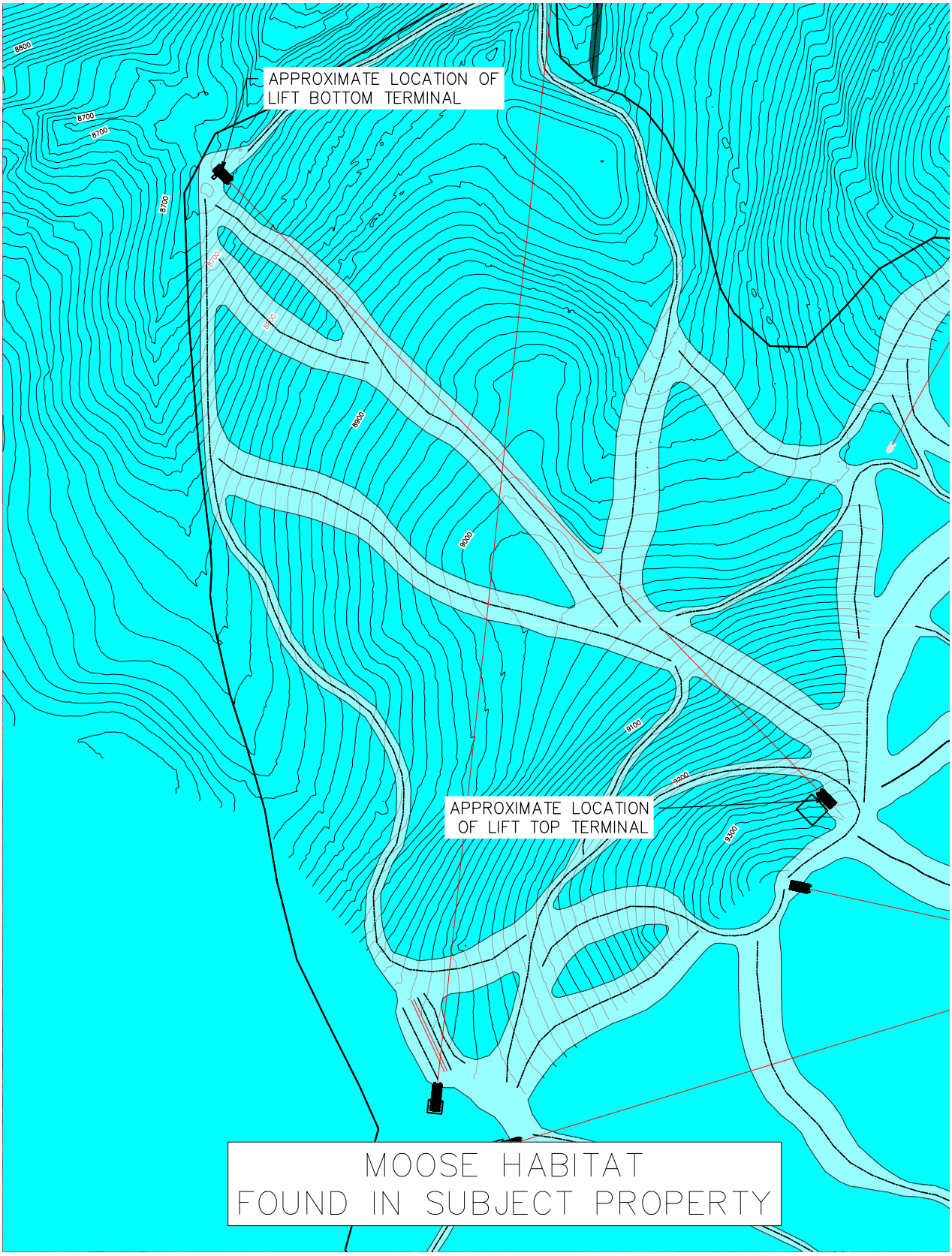

APPROXIMATE LOCATION OF LIFT BOTTOM TERMINAL
APPROXIMATE LOCATION OF LIFT TOP TERMINAL
BLACK BEAR HABITAT FOUND IN SUBJECT PROPERTY


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.

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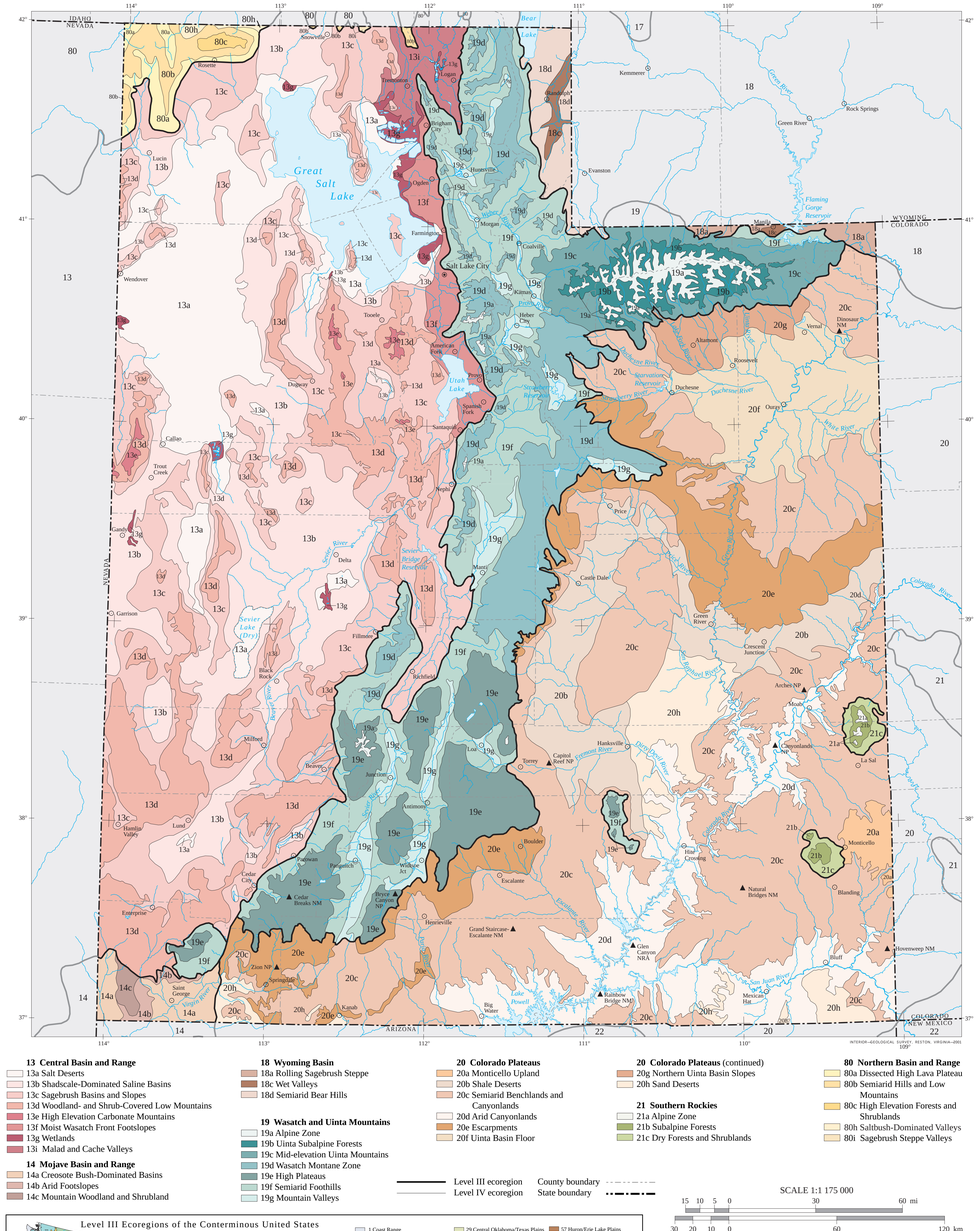
U.S. Environmental Protection Agency, 2000, Level III ecoregions of the continental United States (revision of Omernik, 1987): Corvallis, Oregon, U.S. Environmental Protection Agency-National Health and Environmental Effects Research Laboratory, Map M-1, various scales.

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
Brigham City
Tremonton
Kemmerer
Rock Springs
Green River
Evanston
Vernal
Dinosaur NM
Price
Castle Dale
Moab
Monticello
Blanding
Natural Bridges NM
Hanksville
Capitol Reef NP
Torrey
Escalante
Boulder
Grand Staircase-Escalante NM
Bryce Canyon NP
Cedar Breaks NM
Zion NP
Springdale
Kanab
Glen Canyon NRA
Rainbow Bridge NM
Lake Powell
Page
Arches NP
Canyonlands NP
Needles
Hovenweep NM
Cortez
Cisco
Junction
Green River
Flaming Gorge Reservoir
Bear Lake
Strawberry Reservoir
Scofield Reservoir
Joes Valley Reservoir
Huntington Reservoir
Millsite Reservoir
Gunnison Reservoir
Sevier Lake (Dry)
Utah Lake
Jordan River
Provo River
Weber River
Duchesne River
Green River
Colorado River
San Juan River
Escalante River
Virgin River
Sevier River
Price River
Fremont River
Dirty Devil River
Muddy Creek
Wendover
Tooele
Grantsville
Morgan
Coalville
Kamas
Duchesne
Roosevelt
Vernal
Manila
Dutch John
Flaming Gorge
Kemmerer
Lucin
Rosette
Snowville
Oakley
Hailey
Malad City
Tremonton
Fillmore
Delta
Milford
Beaver
Junction
Antimony
Loa
Torrey
Escalante
Boulder
Panguitch
Hatch
Cedar City
Enterprise
Hamlin Valley
Garrison
Baker
Snake Valley
Callao
Gandy
Trout Creek
Callao
Deep Creek Range
Goshen Valley
Pavant Range
Sevier Desert
Black Rock Desert
Great Salt Lake Desert
Sink Valley
Canyon Range
Wah Wah Mountains
Escalante Desert
Kolob Terrace
Pine Valley Mountains
Beaver Dam Mountains
Virgin Mountains
Grand Wash Cliffs
Uinta Mountains
Wasatch Range
Book Cliffs
Roan Cliffs
Tavaputs Plateau
Wasatch Plateau
Gunnison Plateau
Aquarius Plateau
Kaiparowits Plateau
Markagunt Plateau
Paunsaugunt Plateau
Sevier Plateau
Pavant Range
Tushar Mountains
Fish Lake Plateau
Thousand Lake Mountain
Boulder Mountain
Henry Mountains
Abajo Mountains
La Sal Mountains
Navajo Mountain
Kaiparowits Plateau
Table Cliffs Plateau
Aquarius Plateau
Paria Plateau
Vermilion Cliffs
White Cliffs
Gray Cliffs
Circle Cliffs
Waterpocket Fold
Henry Mountains
Orderville Canyon
Zion Canyon
Kolob Canyons
Kolob Arch
Navajo Lake
Duck Creek
Cedar Breaks
Panguitch Lake
Otter Creek Reservoir
Piute Reservoir
Fish Lake
Johnson Valley Reservoir
Millsite Reservoir
Gunnison Reservoir
Scofield Reservoir
Joes Valley Reservoir
Huntington Reservoir
Cleveland Reservoir
Electric Lake
Lake Powell
Rainbow Bridge NM
Natural Bridges NM
Hovenweep NM
Arches NP
Canyonlands NP
Needles
Monticello
Blanding
Bluff
Mexican Hat
Goosenecks State Park
Valley of the Gods
Monument Valley
Navajo Nation
Four Corners
Shiprock
Aneth
Montezuma Creek
Bluff
Blanding
Monticello
La Sal
Moab
Castle Dale
Price
Helper
Wellington
Scofield
Fairview
Huntington
Orangeville
Castle Gate
Sunnyside
Wellington
Green River
Ouray
Vernal
Roosevelt
Duchesne
Myton
Fruitland

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

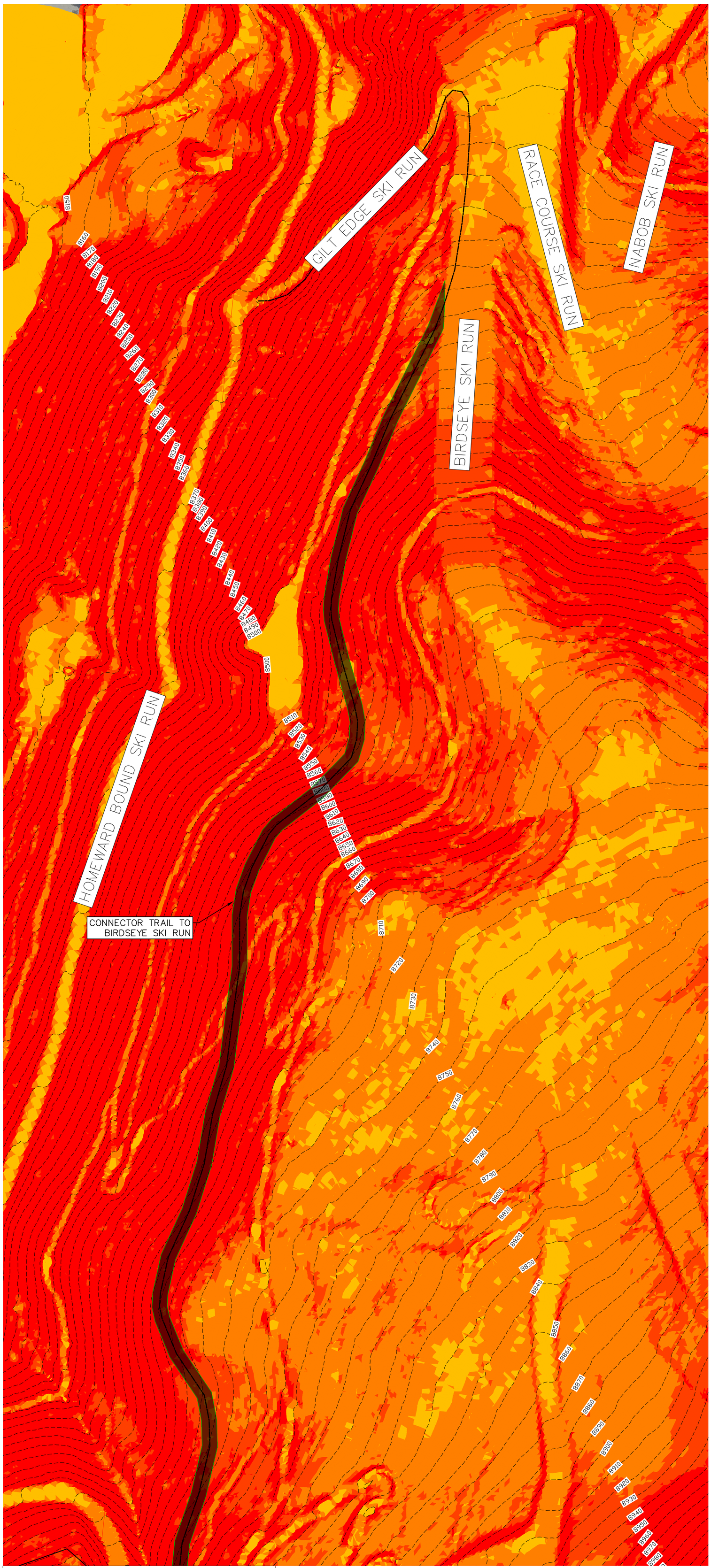
The Utah Department of Environmental Quality data does not identify any of the following: stream corridors, canals, ditches along the proposed connector trail studied by this report. Refer to originally-submitted Lift 7 Sensitive Land Overlay report for Stream Corridor map.

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'.

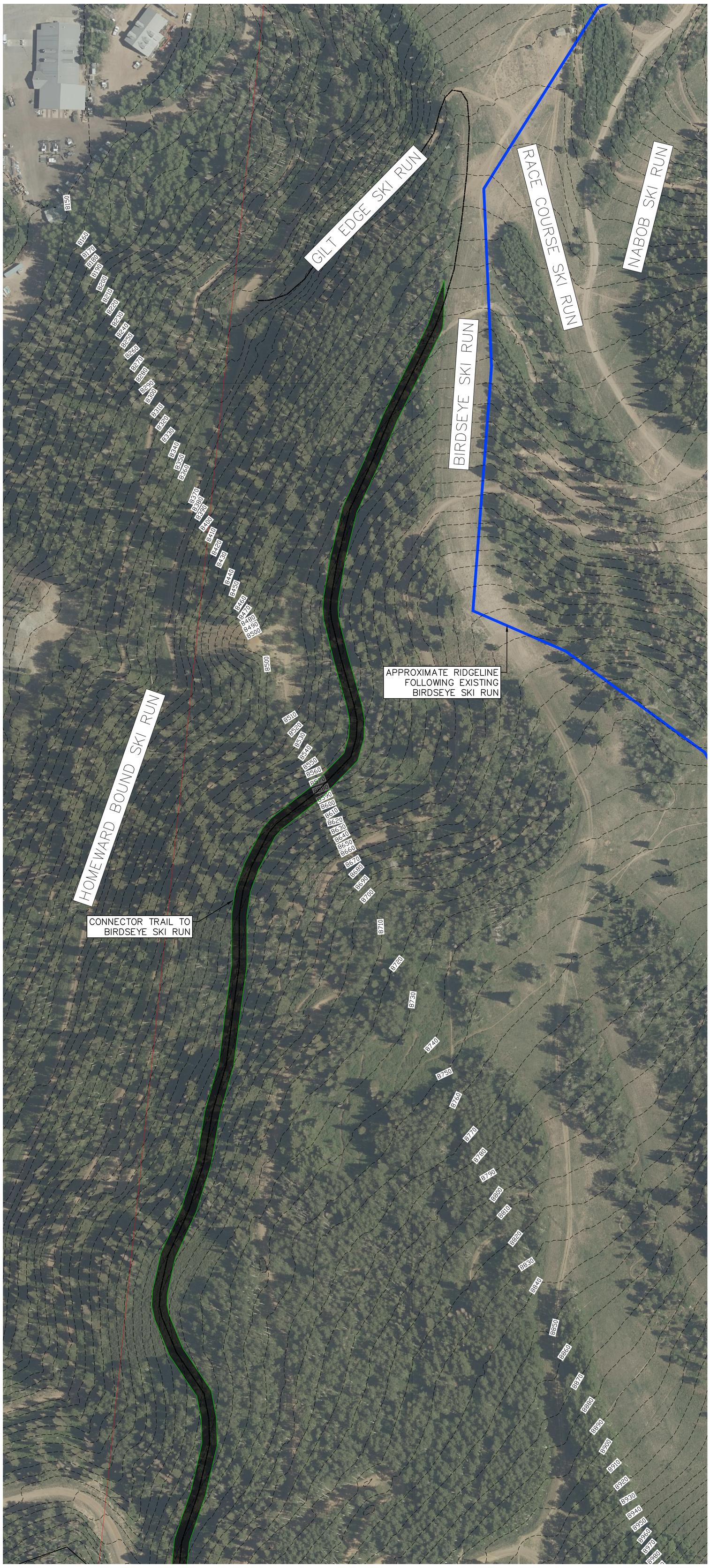


FIGURE 2: RIDGELINE IDENTIFICATION
The proposed connector trail of concern to this report is therefore below the ridgeline and out of the direct field of view from major vantage points as detailed in the visual assessment section.



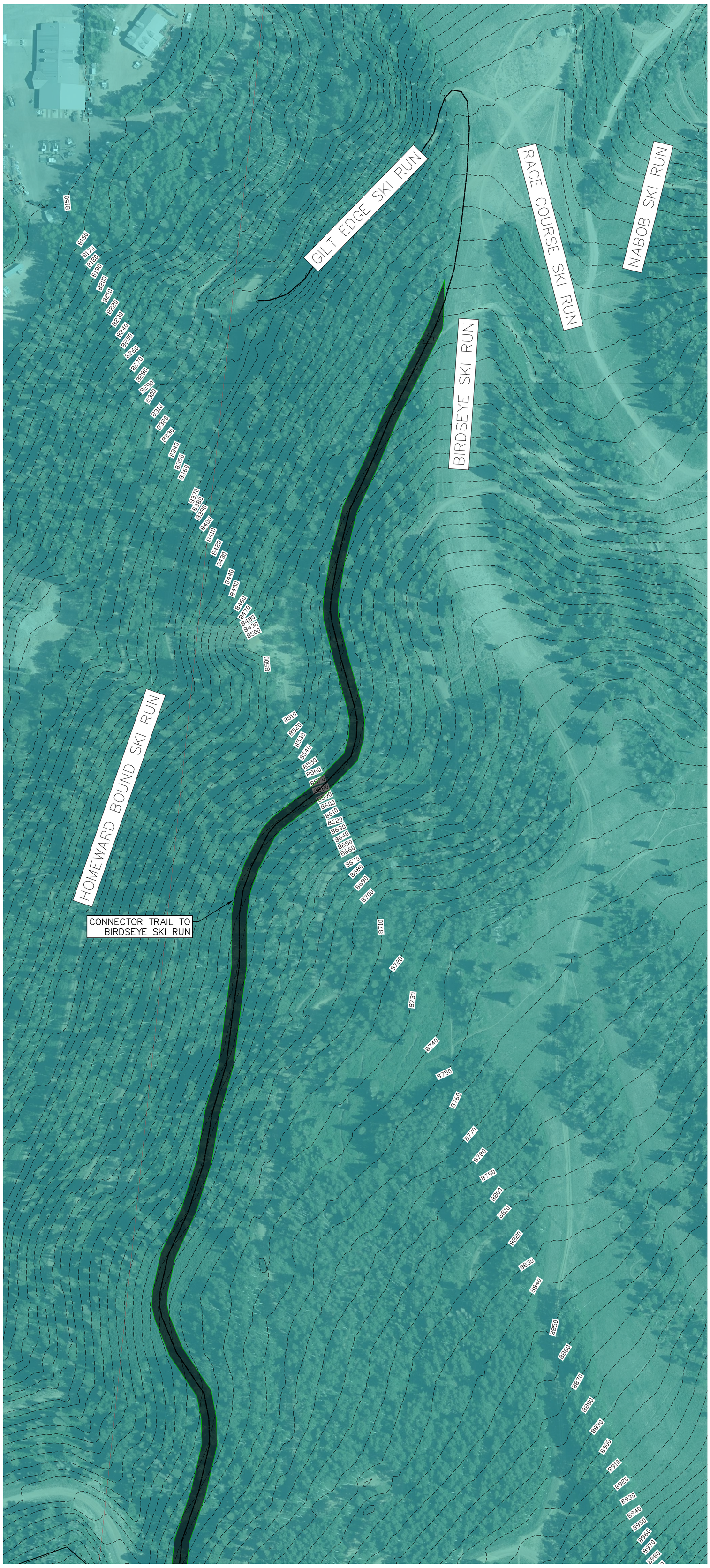
BLACK BEAR HABITAT
FOUND IN SUBJECT PROPERTY



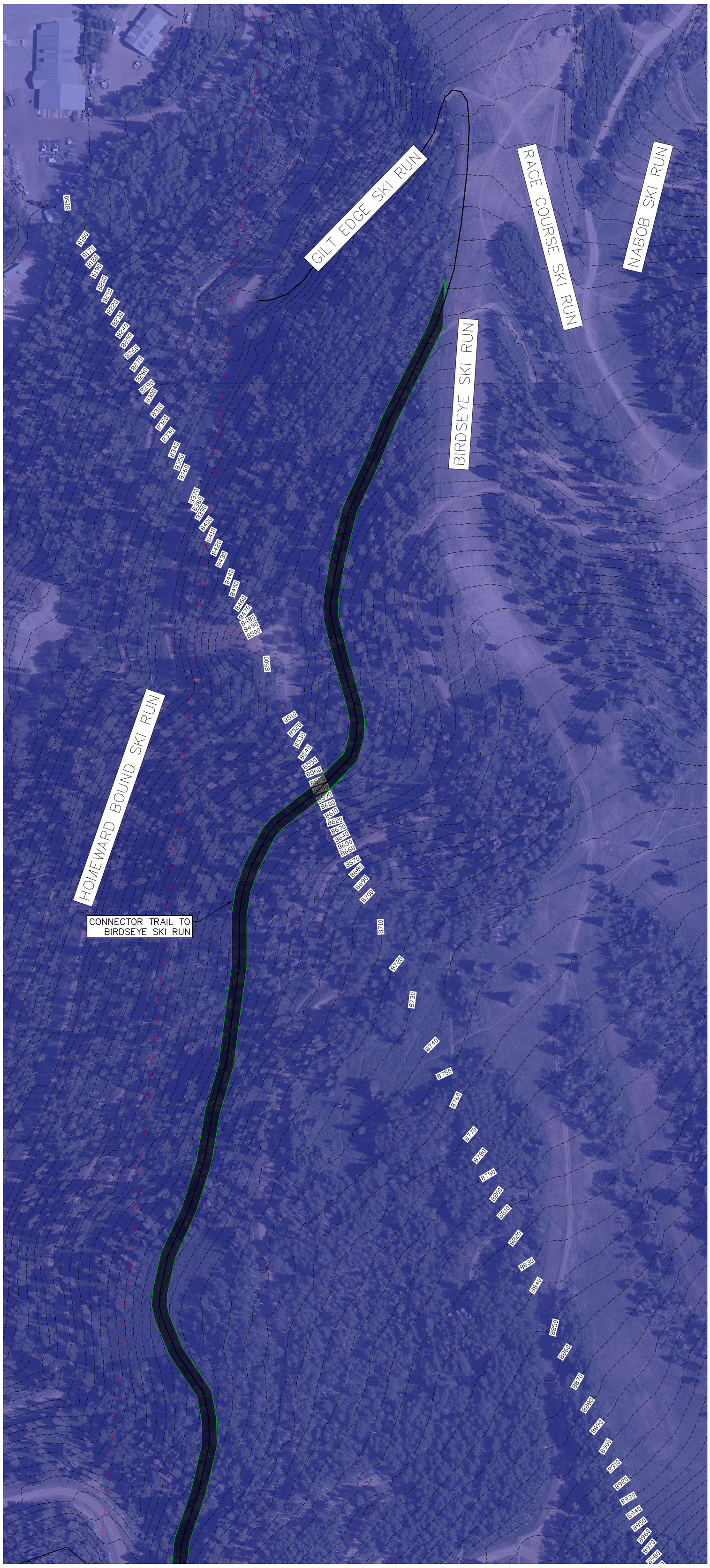
DUSKY GROUSE HABITAT
FOUND IN SUBJECT PROPERTY



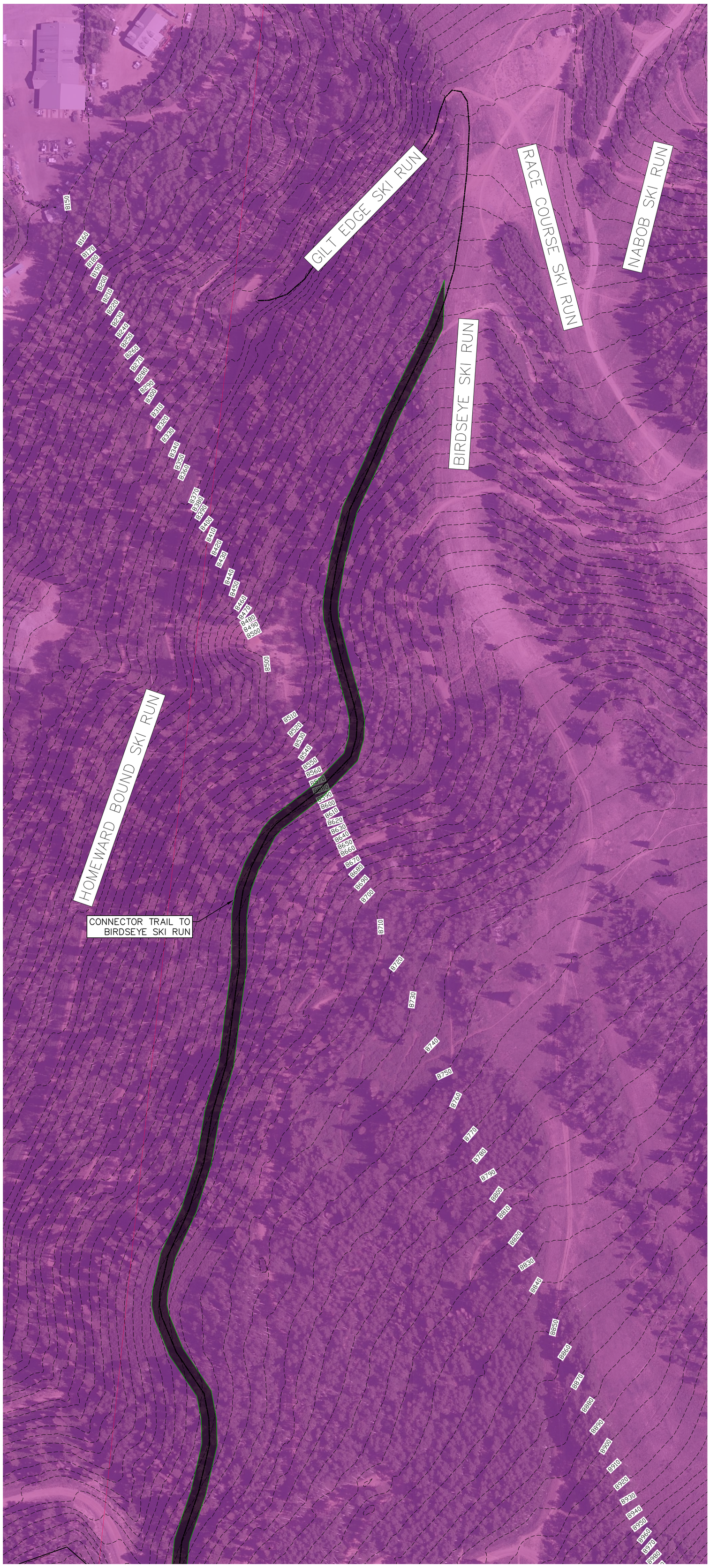
ELK HABITAT
FOUND IN SUBJECT PROPERTY



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**

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FIGURES

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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. <u>Temporary Excavation Slopes</u>

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.

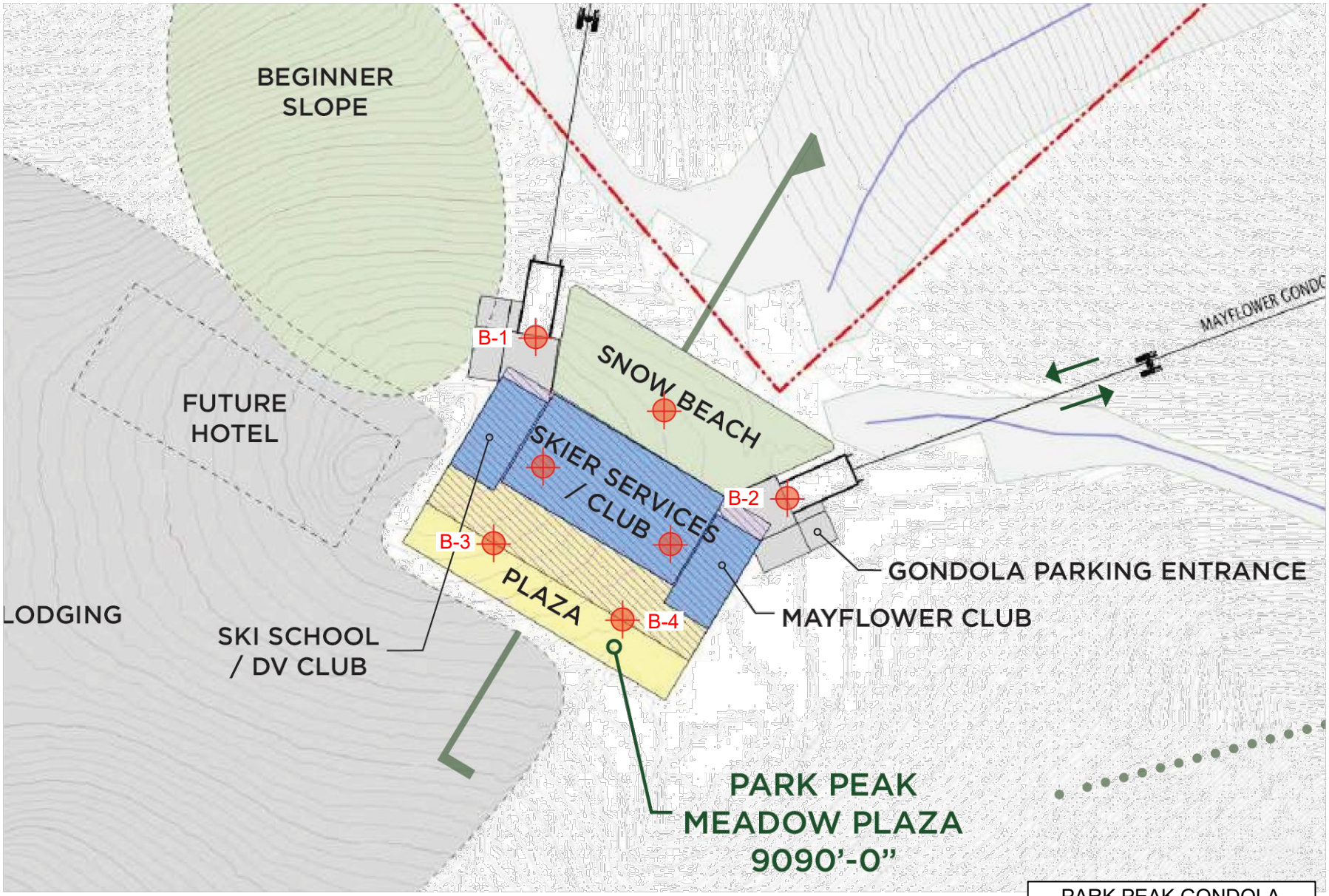
Reviewed by Douglas R. Hawkes, P.E., P.G.

SDA/rs

REFERENCES

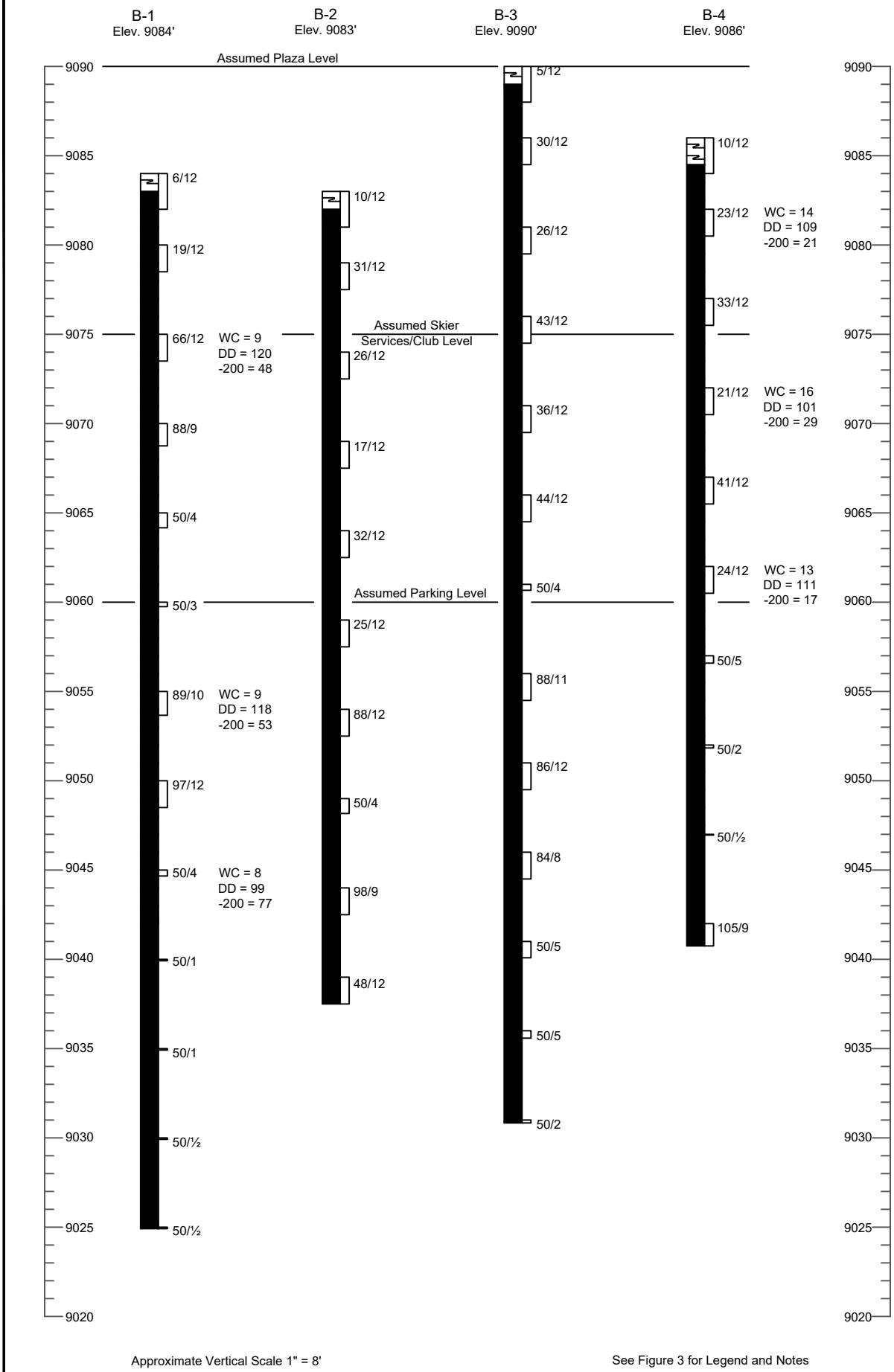
International Code Council 2020, 2021 International Building Code, Falls Church, Virginia.

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)

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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

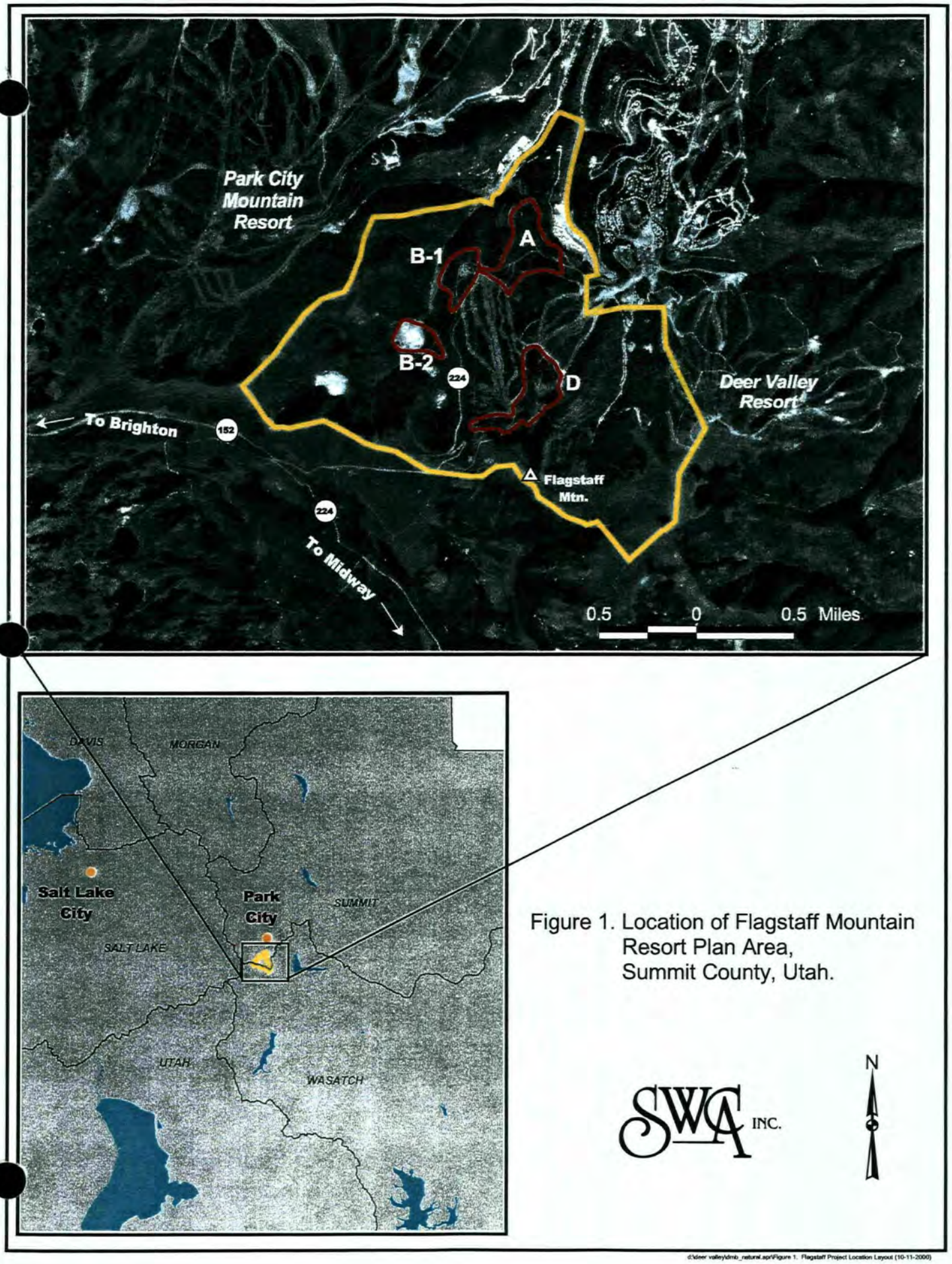

Figure 1. Location of Flagstaff Mountain Resort Plan Area, Summit County, Utah.

d:\deer valley\dmb_natural.apr\Figure 1. Flagstaff Project Location Layout (10-11-2000)

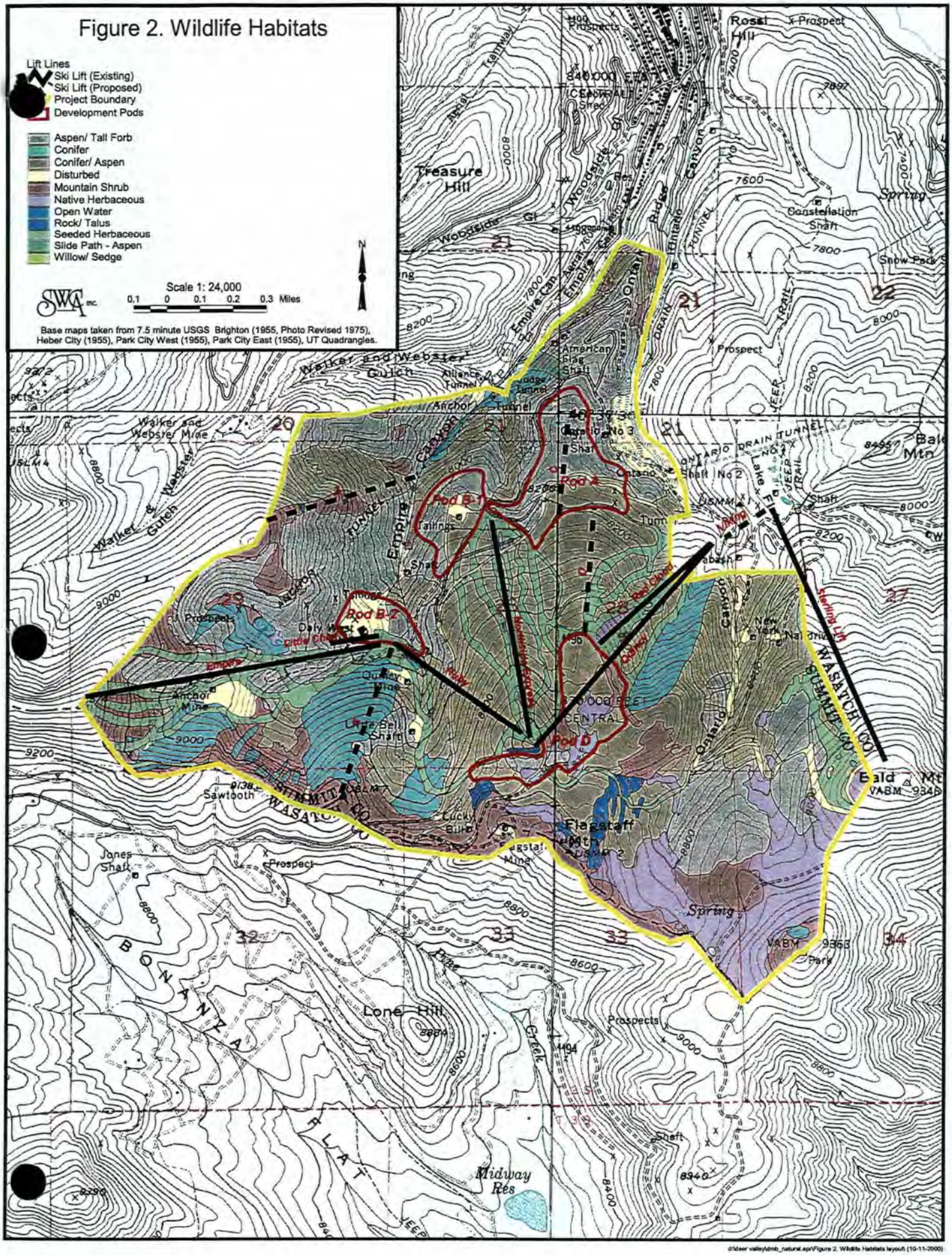
Figure 2. Wildlife Habitats
Lift Lines
Ski Lift (Existing)
Ski Lift (Proposed)
Project Boundary
Development Pods
Aspen/ Tall Forb
Conifer
Conifer/ Aspen
Disturbed
Mountain Shrub
Native Herbaceous
Open Water
Rock/ Talus
Seeded Herbaceous
Slide Path - Aspen
Willow/ Sedge
Scale 1: 24,000
0.1 0 0.1 0.2 0.3 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
Empire Canyon
Walker and Webster Gulch
Walker & Webster Mine
Anchor Mine
Quincy Mine
Lake Bell Shaft
Sawtooth
Jones Shaft
Lone Hill
Midway Res
Flagstaff Mtn
Bald Mt
Constellation Shaft
American Flag Shaft
Ontario No 3 Shaft
Ontario Shaft No 2
Ontario Drain Tunnel No 2
Woodside Gulch
Woodside Ridge
Bonanza Flat
Wasatch Crest Trail
Sterling Lift
Spring
Prospect
Tailings
Mining
Jeep Trail
Snow Park
Lake Park
Daly West
Little Chief
Empire
Walker
Quincy
Ontario
Central
Summit 60
Wasatch 60
Lucky Bill
Flagstal Mine
New York
Naildriver
Park
Prospects
Creek
Pipe
Shaft
Tunnel
Anchor
Alliance 2
Ridge Tunnel
Empire Canyon Aerial Tramway
Woodside Gl
Woodside Res
Constellation Shaft
Ontario Drain Tunnel
Jeep Trail
Ontario Shaft No 2
Lake Park
Sterling Lift
Wasatch Crest Trail
Summit 60
Wasatch 60
Bonanza Flat
Midway Res
Lone Hill
Flagstaff Mtn
Bald Mt
VABM 9363
VABM 9346
Sawtooth 9138
Lucky Bill
Jones Shaft
Flagstal Mine
Daly West
Little Chief
Empire
Walker
Quincy
Ontario
Central

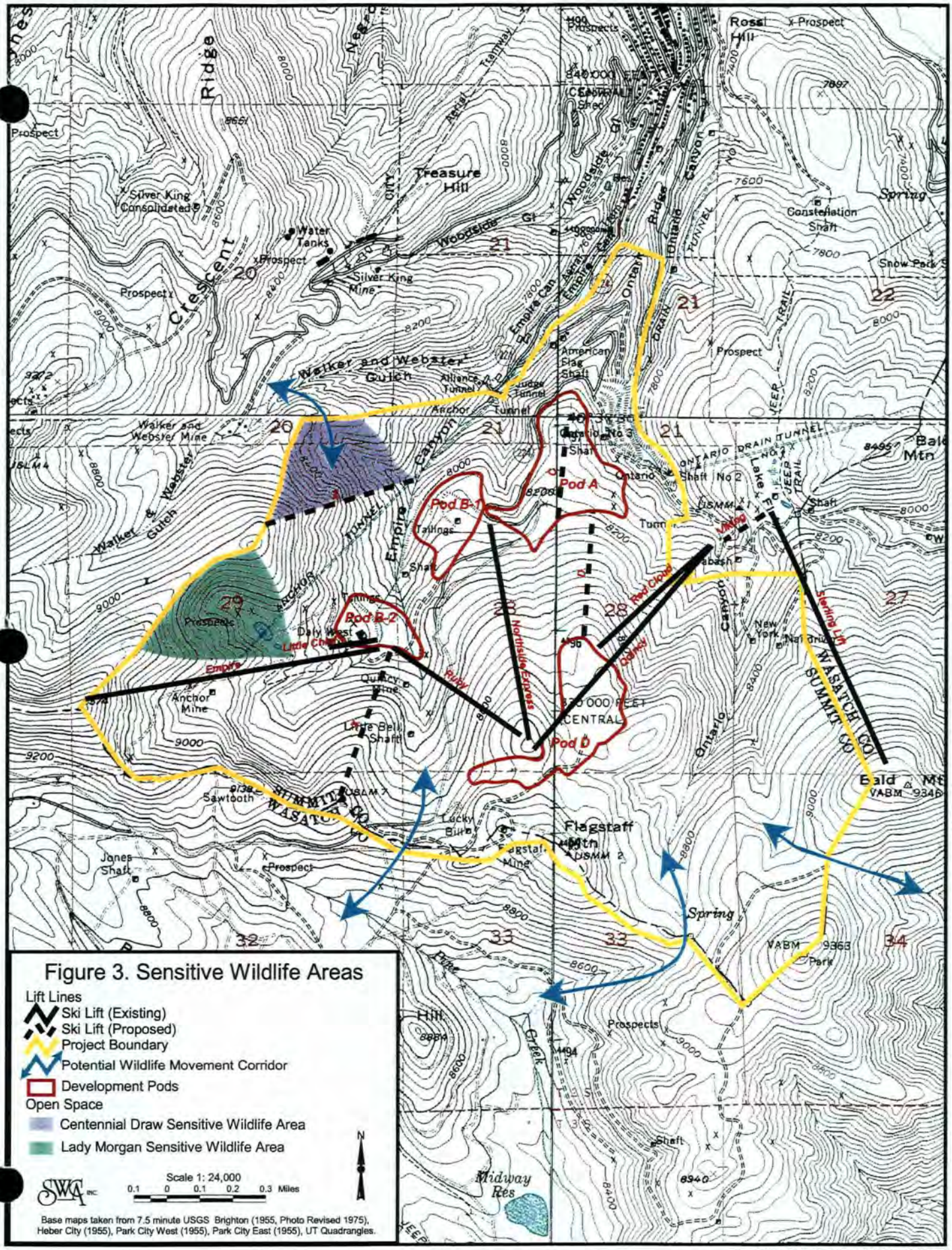
Figure 3. Sensitive Wildlife Areas
Lift Lines
Ski Lift (Existing)
Ski Lift (Proposed)
Project Boundary
Potential Wildlife Movement Corridor
Development Pods
Open Space
Centennial Draw Sensitive Wildlife Area
Lady Morgan Sensitive Wildlife Area
Scale 1: 24,000
0.1 0 0.1 0.2 0.3 Miles
N
Base maps taken 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 D
Treasure Hill
Crescent Ridge
Walker and Webster Gulch
Empire Canyon
Ontario Canyon
Flagstaff Mtn
Bald Mt
Midway Res
Silver King Consolidated
Silver King Mine
Walker and Webster Mine
Anchor Mine
Daly West
Little Chief
Quincy Mine
Little Bell Shaft
Jones Shaft
Lucky Bill
Constellation Shaft
American Flag Shaft
Ontario No 3 Shaft
Ontario No 2 Shaft
Ontario Drain Tunnel
Empire Canyon Aerial Tramway
Woodside Gulch
Alliance Tunnel
Judge Tunnel
Anchor Tunnel
Empire Tunnel
Red Cloud
Sterling
Northside Express
Sterling Lift
Wasatch Co Summit Co
Water Tanks
Prospect
Tailings
Shaft
Spring
Park
Creek
Hill
Ross Hill
New York Mine
Sawtooth
VABM 9363
VABM 9346
8940
8894
9138
9136
9496
9494

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.

_____
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-5-91-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

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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.

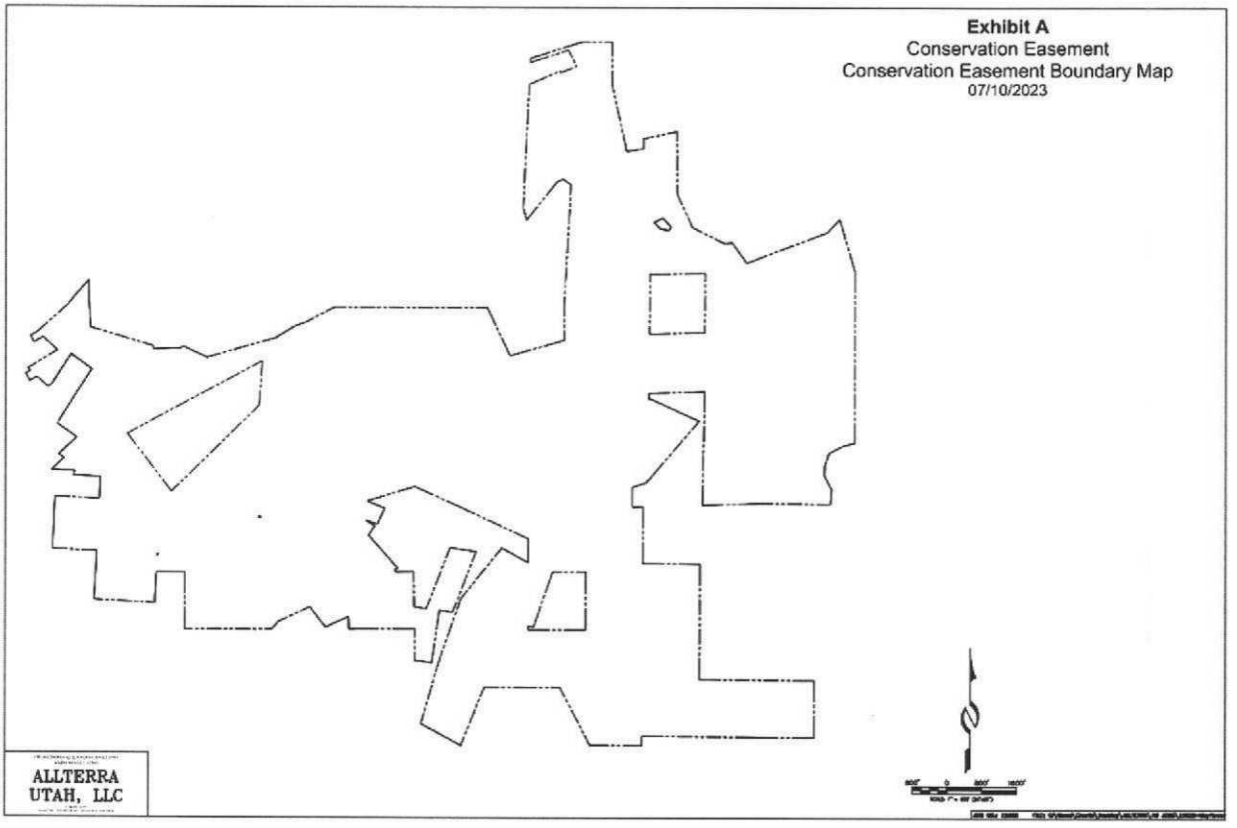


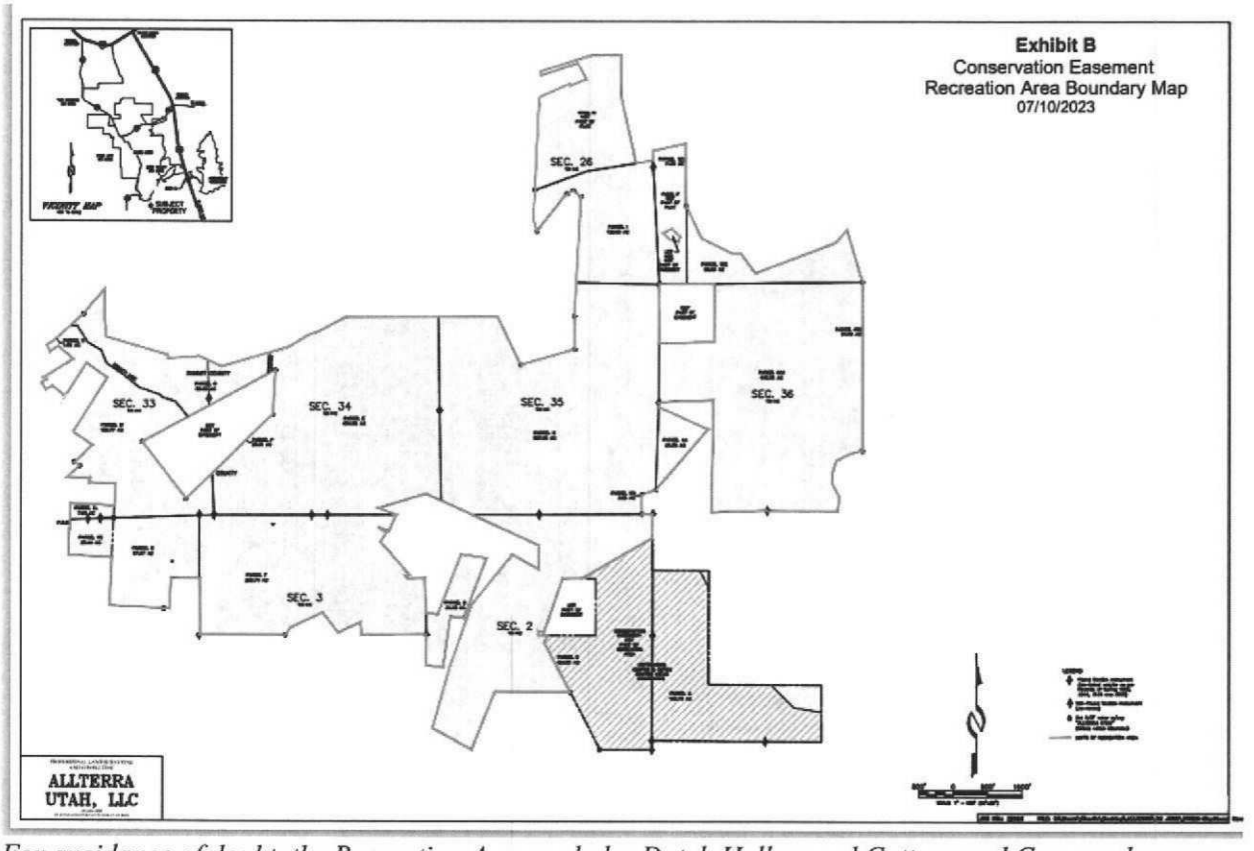
EXHIBIT B

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.

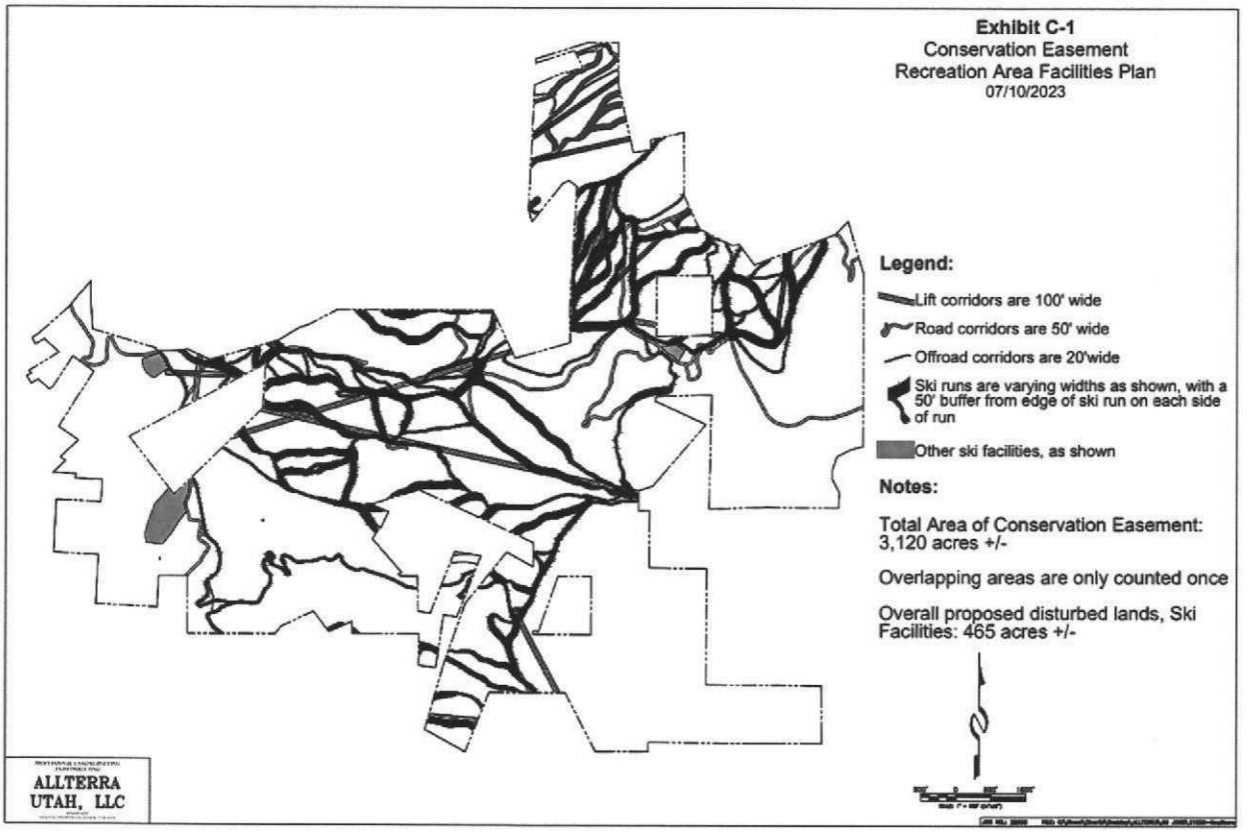


EXHIBIT D

to

DEED OF CONSERVATION EASEMENT AGREEMENT

(MAYFLOWER MOUNTAIN)

Map Depicting Location of Previously Disturbed Areas

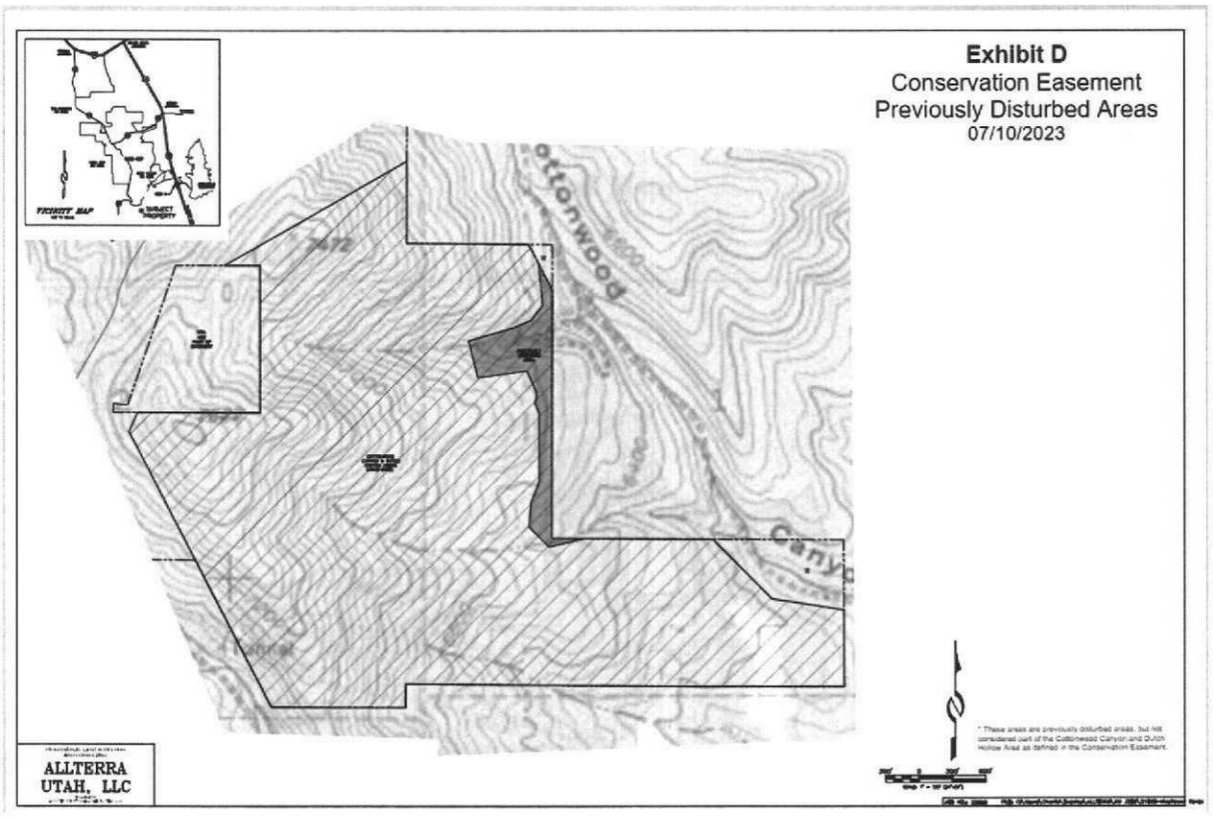


EXHIBIT E

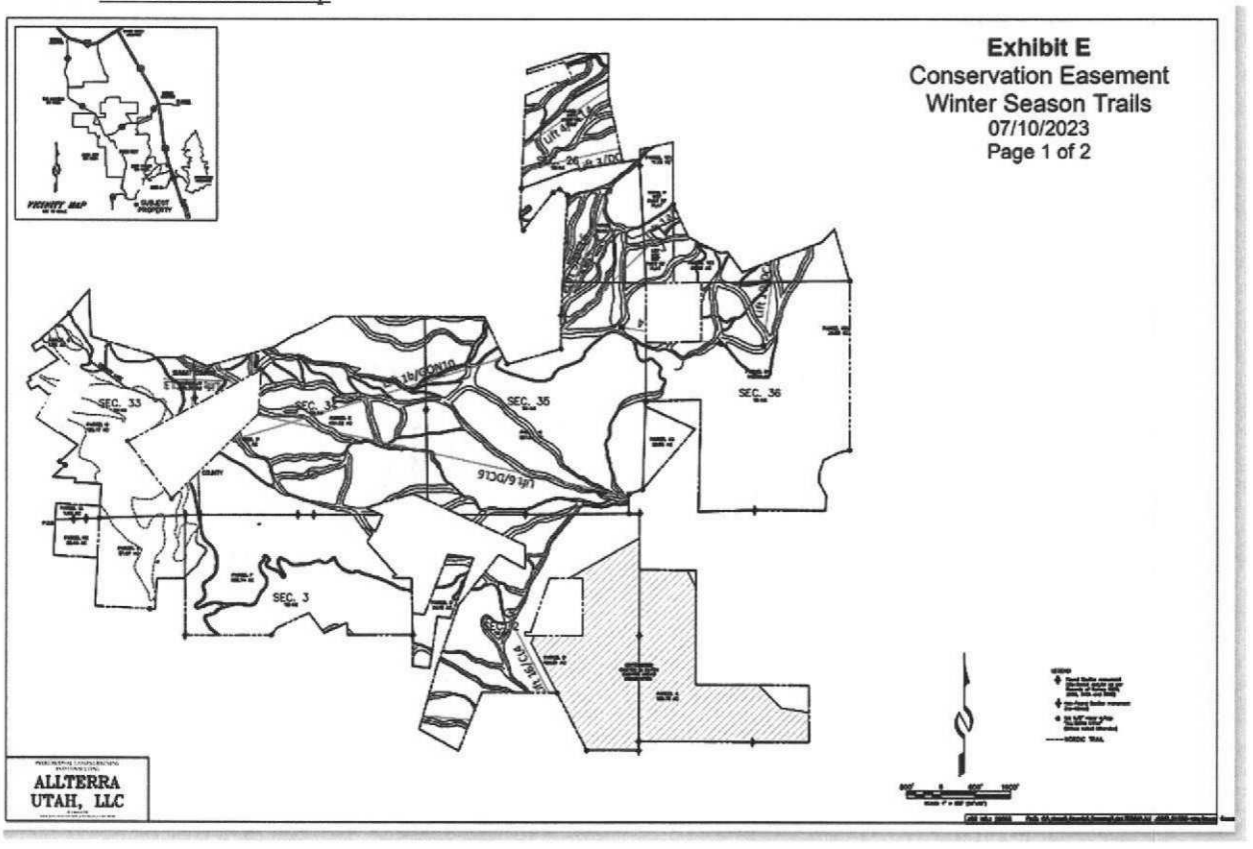
to

DEED OF CONSERVATION EASEMENT AGREEMENT

(MAYFLOWER MOUNTAIN)

Trail Maps

A. Winter Season Map



B. Non-Winter Season Map

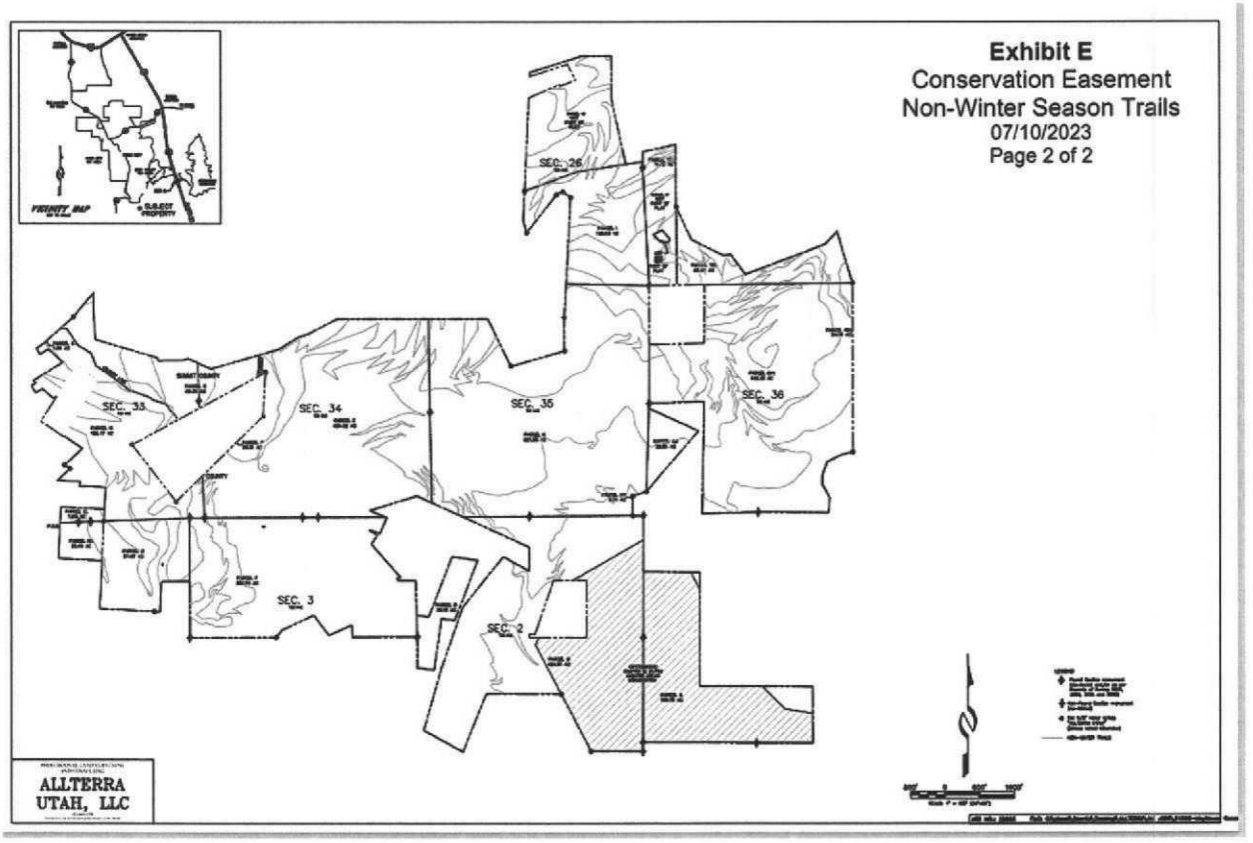


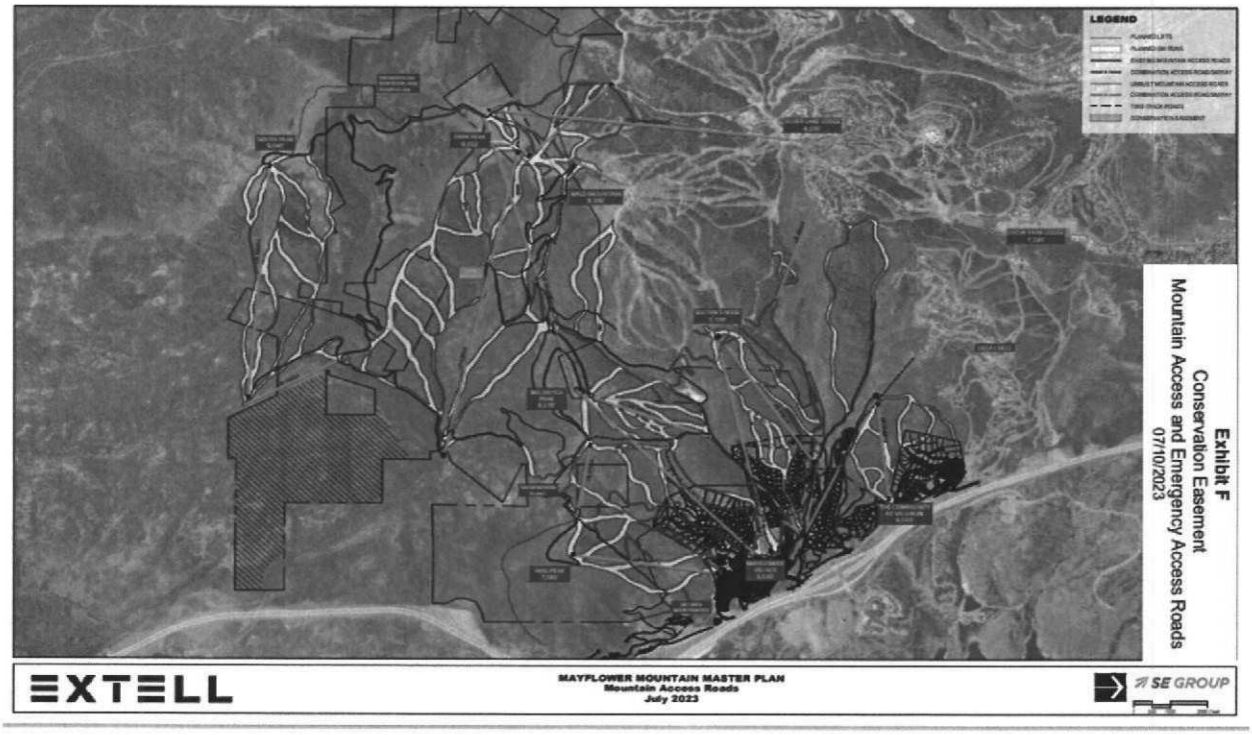
EXHIBIT F

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.

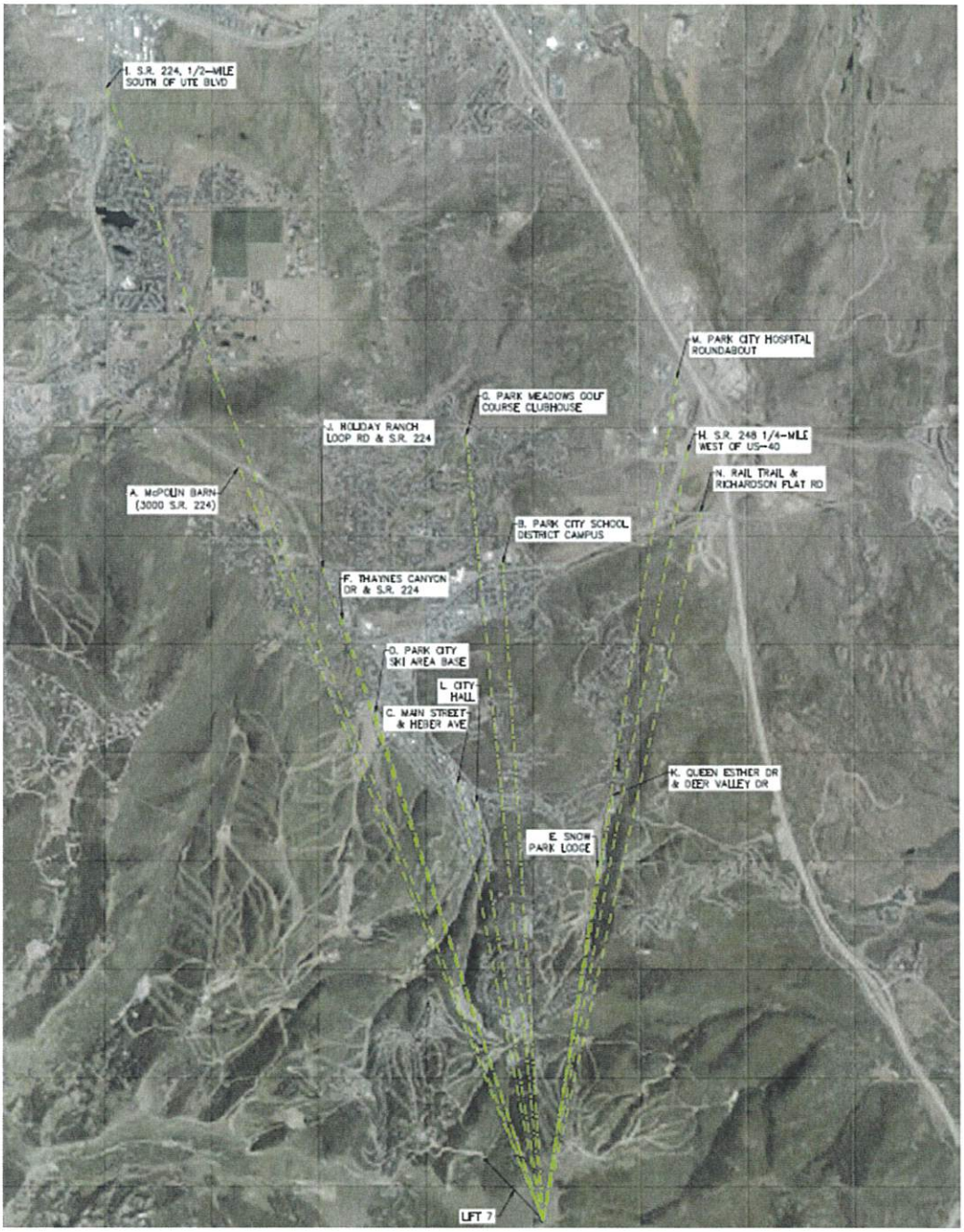
The ski lift is proposed to be installed within the Recreation and Open Space Zoning District and Sensitive Land Overlay. Land Management Code Section 15-2.7-4 establishes a maximum height of 28 feet from existing grade within the Recreation and Open Space Zoning District. Land Management Code Section 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.

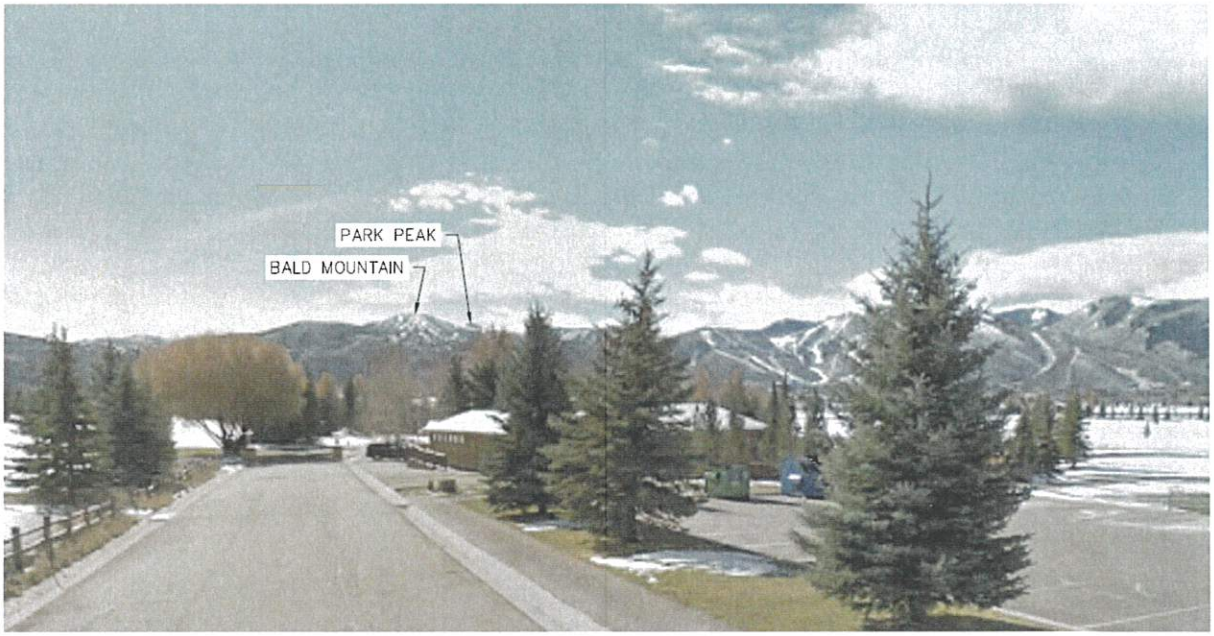
Lift Tower 10 at a height of 29.72 feet and the top terminal of the proposed ski lift at 24 feet in height are proposed to be installed within a Ridge Line Area, defined in Land Management Code Section 15-15-1 as the top, ridge or crest of hill, or slope, plus the land located within 150 feet on both 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

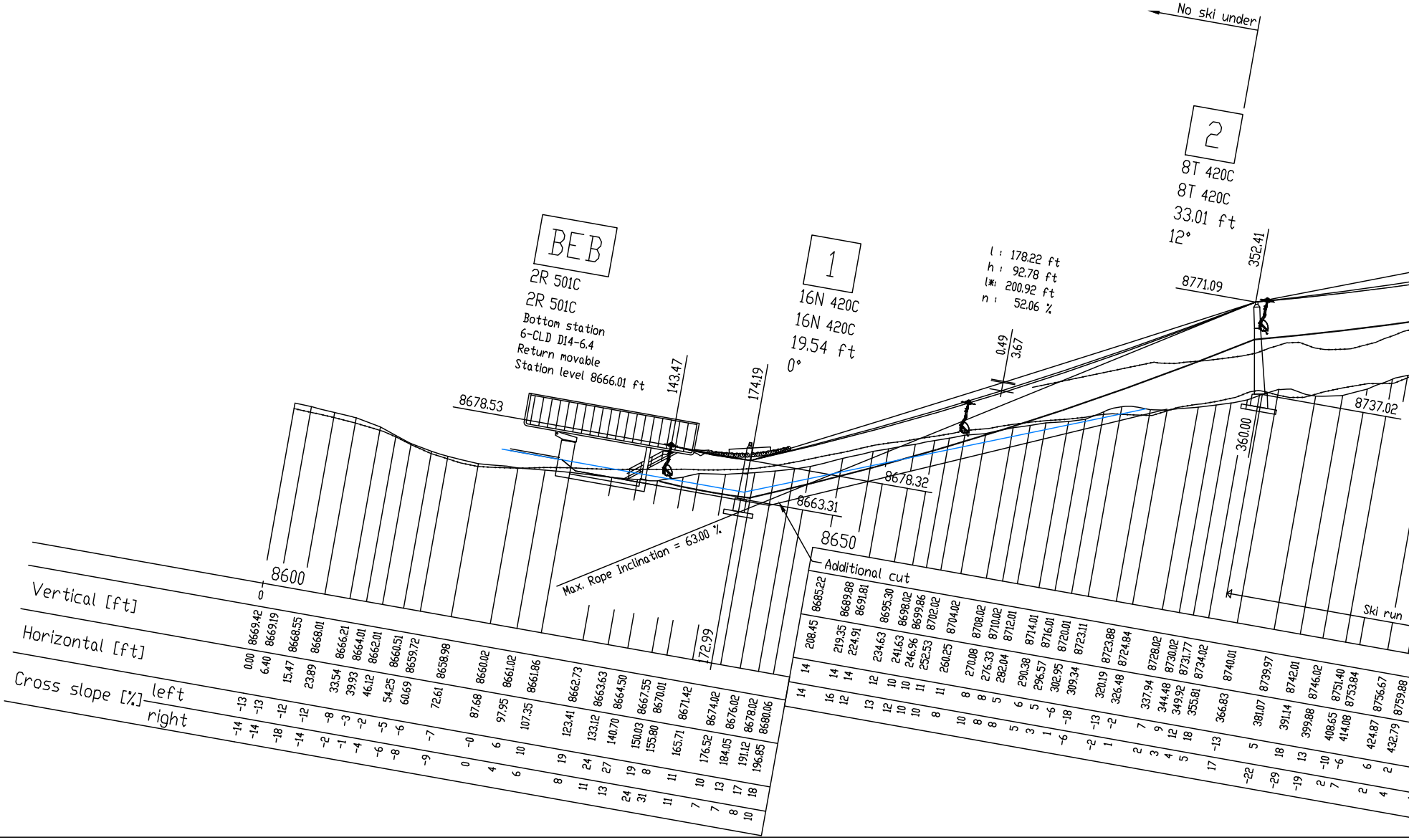
Planning Department

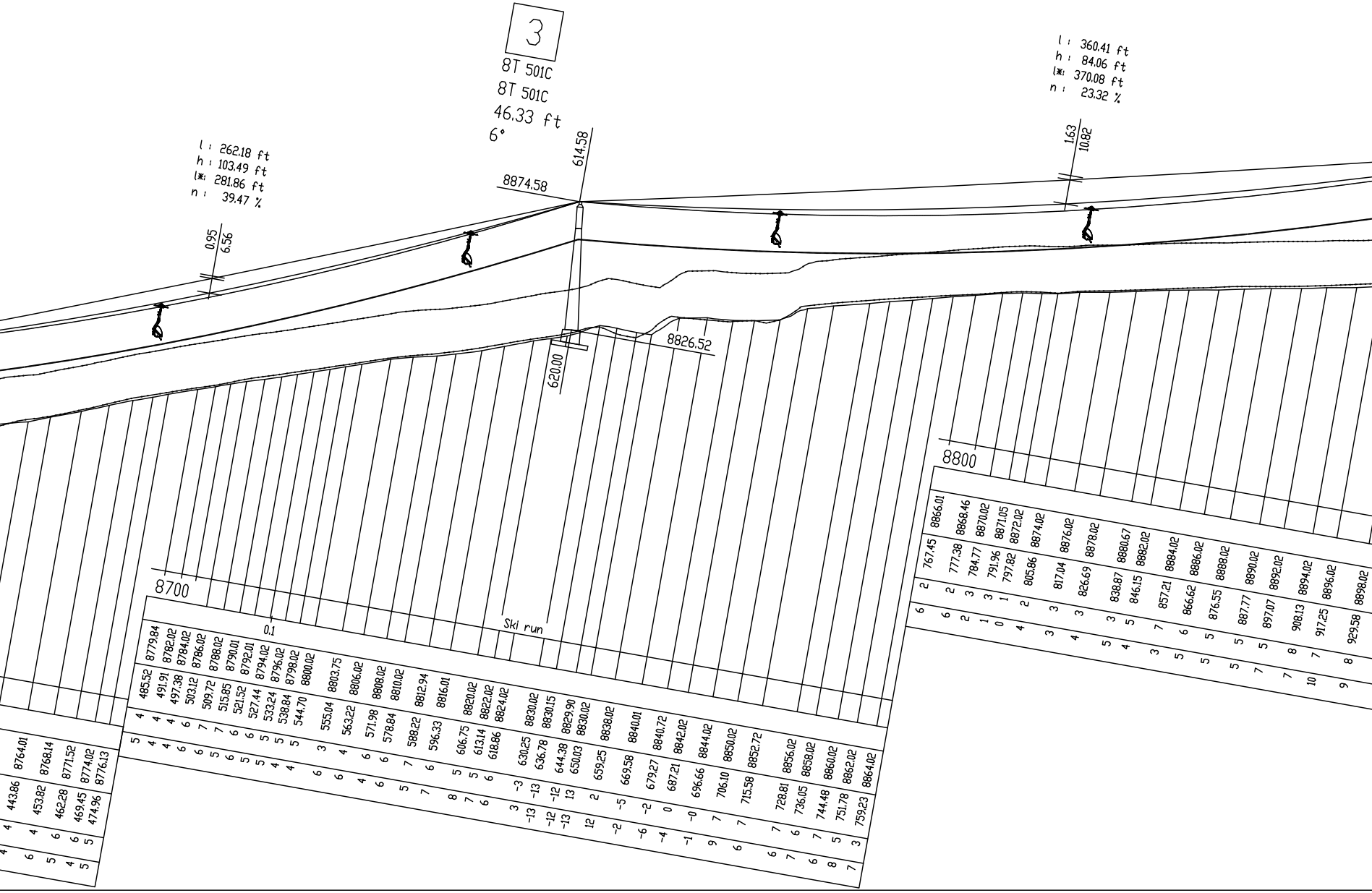
Sincerely,

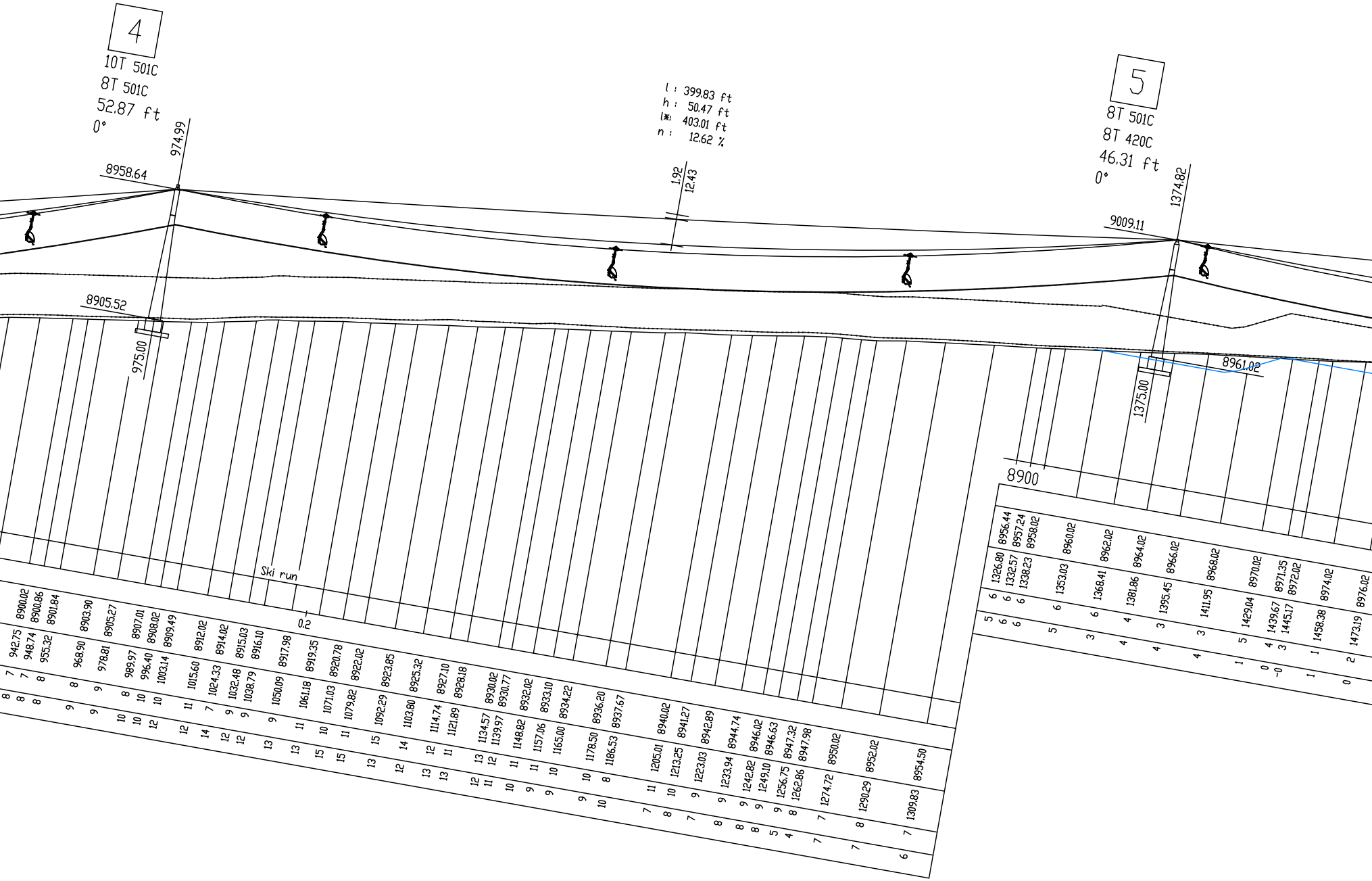
Rebecca Ward, Planning Director

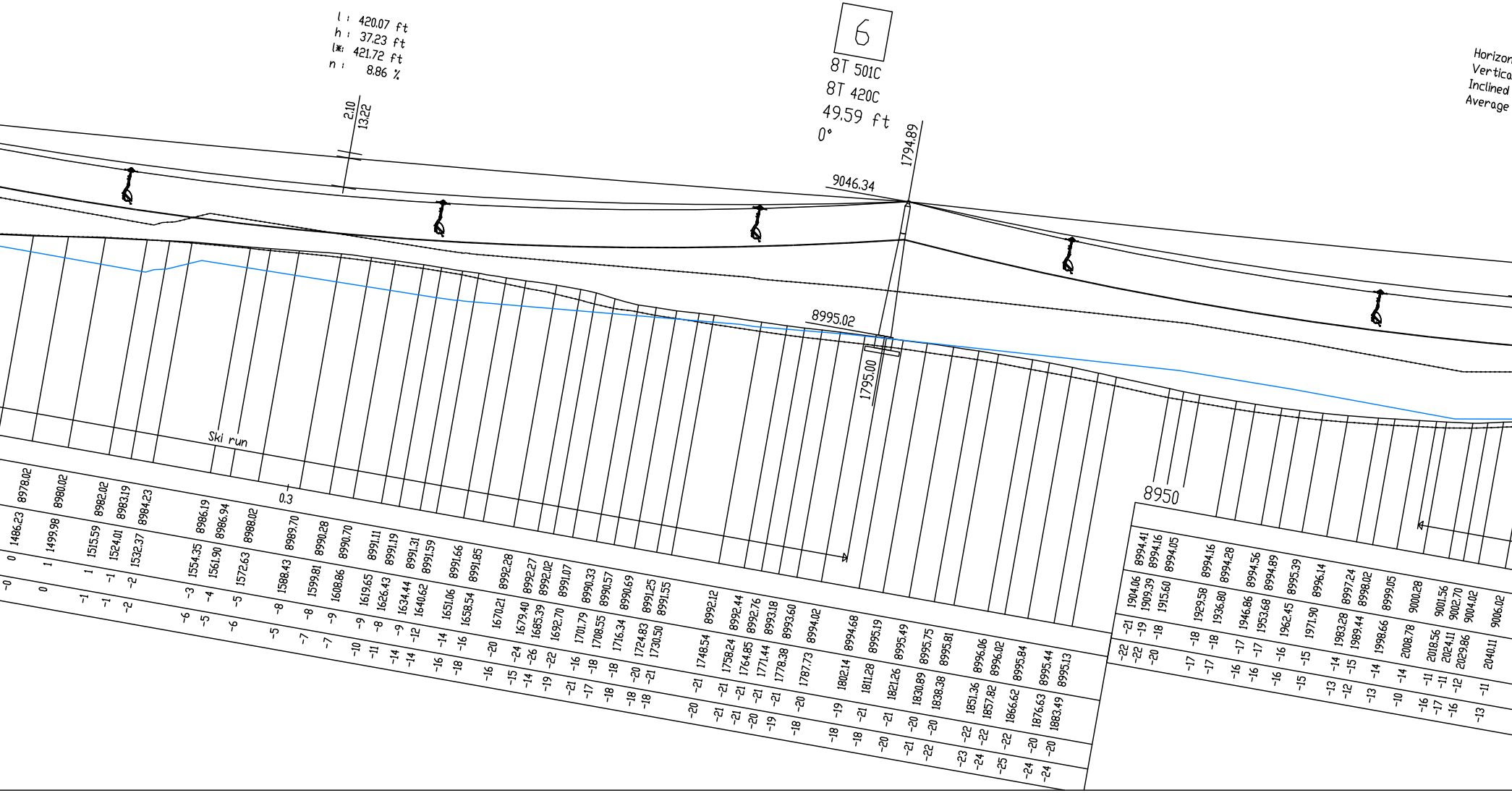
CC: Virgil Lund, Project Planner

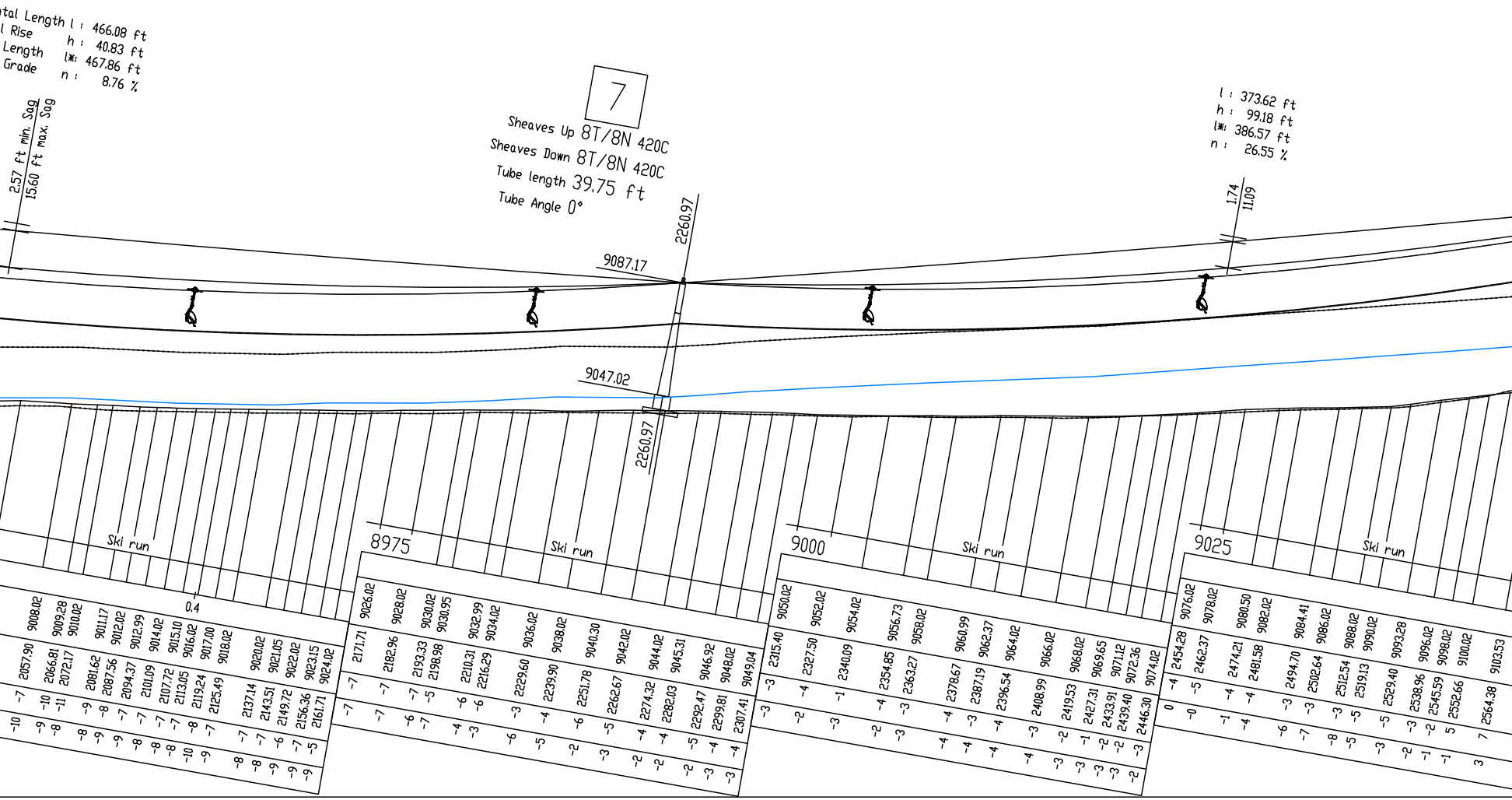
Attachment 1 – Proposed Ski Lift Tower Heights


No ski under
BEB
2R 501C
2R 501C
Bottom station
6-CLD D14-6.4
Return movable
Station level 8666.01 ft
1
16N 420C
16N 420C
19.54 ft
0°
2
8T 420C
8T 420C
33.01 ft
12°
l : 178.22 ft
h : 92.78 ft
l*: 200.92 ft
n : 52.06 %
0.49
3.67
352.41
8771.09
143.47
174.19
8678.53
8678.32
8663.31
360.00
8737.02
Max. Rope Inclination = 63.00 %
Additional cut
Ski run
8600
8650
0
172.99
Vertical [ft]
Horizontal [ft]
Cross slope [%]
left
right

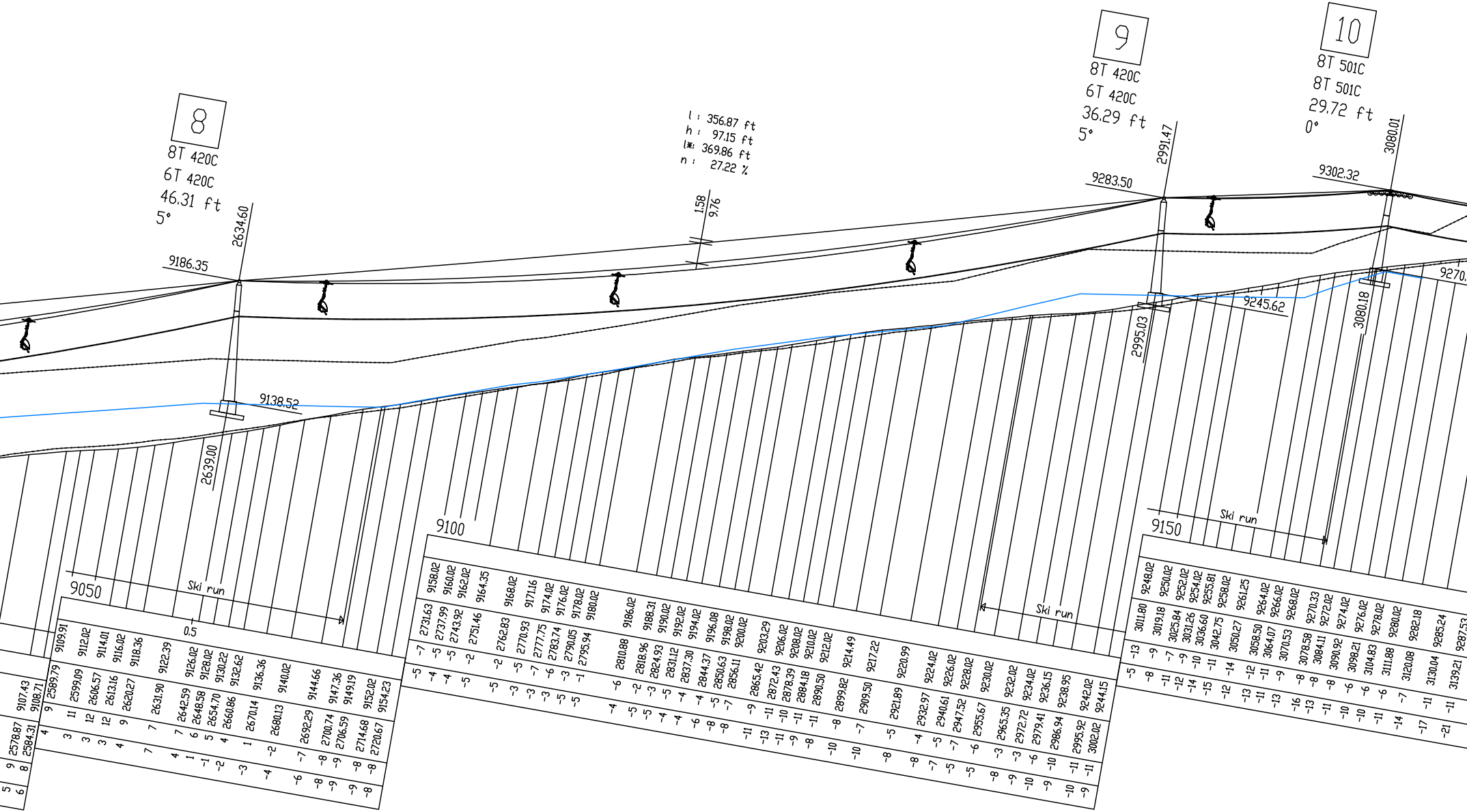

3
8T 501C
8T 501C
46.33 ft
6°
614.58
8874.58
620.00
8826.52
l : 262.18 ft
h : 103.49 ft
l(*: 281.86 ft
n : 39.47 %
0.95
6.56
l : 360.41 ft
h : 84.06 ft
l(*: 370.08 ft
n : 23.32 %
1.63
10.82
8700
8800
0.1
Ski run

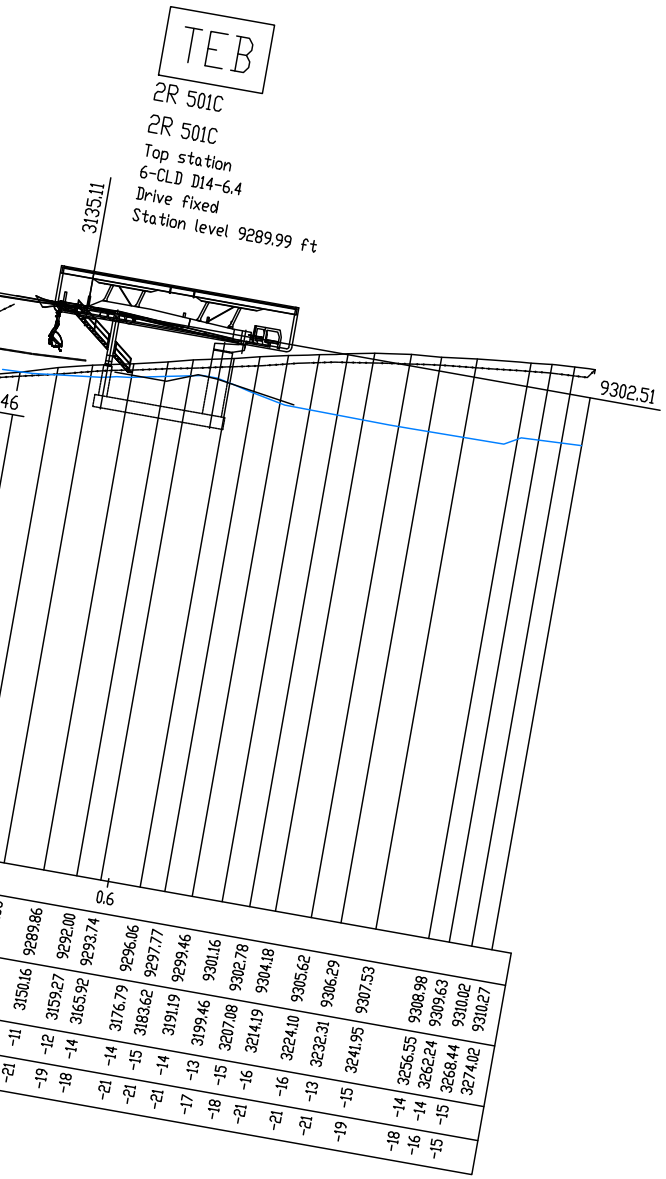

4
10T 501C
8T 501C
52.87 ft
0°
974.99
8958.64
8905.52
975.00
l : 399.83 ft
h : 50.47 ft
l* : 403.01 ft
n : 12.62 %
1.92
12.43
5
8T 501C
8T 420C
46.31 ft
0°
1374.82
9009.11
8961.02
1375.00
8900
Ski run
0.2
8900.02
8900.86
8901.84
8903.90
8905.27
8907.01
8908.02
8909.49
8912.02
8914.02
8915.03
8916.10
8917.98
8919.35
8920.78
8922.02
8923.85
8925.32
8927.10
8928.18
8930.02
8930.77
8932.02
8933.10
8934.22
8936.20
8937.67
8940.02
8941.27
8942.89
8944.74
8946.02
8946.63
8947.32
8947.98
8950.02
8952.02
8954.50
942.75
948.74
955.32
968.90
978.81
989.97
996.40
1003.14
1015.60
1024.33
1032.48
1038.79
1050.09
1061.18
1071.03
1079.82
1092.29
1103.80
1114.74
1121.89
1134.57
1139.97
1148.82
1157.06
1165.00
1178.50
1186.53
1205.01
1213.25
1223.03
1233.94
1242.82
1249.10
1256.75
1262.86
1274.72
1290.29
1309.83
8956.44
8957.24
8958.02
8960.02
8962.02
8964.02
8966.02
8968.02
8970.02
8971.35
8972.02
8974.02
8976.02
1326.80
1332.57
1338.23
1353.03
1368.41
1381.86
1395.45
1411.95
1429.04
1439.67
1445.17
1458.38
1473.19


l : 420.07 ft
h : 37.23 ft
l*: 421.72 ft
n : 8.86 %
2.10
13.22
6
8T 501C
8T 420C
49.59 ft
0°
1794.89
9046.34
8995.02
1795.00
Ski run
0.3
8950
Horizon
Vertica
Inclined
Average



tal Length l : 466.08 ft
l Rise h : 40.83 ft
Length l* : 467.86 ft
Grade n : 8.76 %
2.57 ft min. Sag
15.60 ft max. Sag
7
Sheaves Up 8T/8N 420C
Sheaves Down 8T/8N 420C
Tube length 39.75 ft
Tube Angle 0°
2260.97
9087.17
9047.02
2260.97
l : 373.62 ft
h : 99.18 ft
l* : 386.57 ft
n : 26.55 %
1.74
11.09
Ski run
Ski run
Ski run
Ski run
8975
9000
9025
0.4


8
8T 420C
6T 420C
46.31 ft
5°
2634.60
9186.35
9138.52
2639.00
l : 356.87 ft
h : 97.15 ft
l(*): 369.86 ft
n : 27.22 %
1.58
9.76
9
8T 420C
6T 420C
36.29 ft
5°
2991.47
9283.50
2995.03
9245.62
10
8T 501C
8T 501C
29.72 ft
0°
3080.01
9302.32
3080.18
9270.
9050
9100
9150
Ski run
Ski run
Ski run
0.5


TEB
2R 501C
2R 501C
Top station
6-CLD D14-6.4
Drive fixed
Station level 9289.99 ft
3135.11
9302.51
46
0.6
9289.86
9292.00
9293.74
9296.06
9297.77
9299.46
9301.16
9302.78
9304.18
9305.62
9306.29
9307.53
9308.98
9309.63
9310.02
9310.27
3150.16
3159.27
3165.92
3176.79
3183.62
3191.19
3199.46
3207.08
3214.19
3224.10
3232.31
3241.95
3256.55
3262.24
3268.44
3274.02
-11
-12
-14
-14
-15
-14
-13
-15
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-16
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-16
-15

Profile origin:
Profile file: SAA0003215r01 Mayflower Lift 7.gel
Ropeway file: SAA0003215r03 Mayflower Lift 7 6CLDB.cldb
Program: Seiba 1.68.3 CIN:1691191886

Profile
6-CLD-B Lift 7

Customer: Mayflower
Location: Utah

Technical Data:

Uphill Side	Left	ø Haul Rope	1.77 in
Drive Station	Top	Minimum Breaking Strength	330919 lb
Tension Station	Bottom	ø Drive Bullwheel	20.83 ft
Return Station	Bottom	ø Return Bullwheel	20.83 ft
Horizontal Length	2991.63 ft	Rope Gauge on Line	21.00 ft
Vertical Rise	623.98 ft	Drive Output Continuous	404 HP
Average Grade	20.86 %	Drive Output Starting	565 HP
Max. Rope Inclination	63.00 %	Elevation of Drive Station	9302 ft
Inclined Length	3078.39 ft	Uphill Transportation	100 %
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	118.11 ft
Carrier Interval	s	7.20 s
Trip Time	min	3.53 min

Index	Revision	Date	Name
	Drawn	2023-08-04	DBR

Doppelmayr®

Scale 1"=40'
Project No. SAA0003215
Drawing No.
Index

This drawing is the intellectual property of .
It must not be copied nor utilized in whole or in part without 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

00643790 Bk01502 Pg00740

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.

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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;

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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.



FLAGSTAFF MOUNTAIN RESORT

A PLANNED RESORT COMMUNITY
DEER VALLEY, UTAH

OPEN SPACE MANAGEMENT PLAN

EXHIBIT 5

MAY 2001
REVISED AND APPROVED DECEMBER 2001

PREPARED FOR:
FLAGSTAFF MOUNTAIN PARTNERS
P.O. BOX 1450
PARK CITY, UTAH

FLAGSTAFF MOUNTAIN RESORT

OPEN SPACE MANAGEMENT PLAN

Exhibit 5

May 2001
Revised and Approved December 2001

Prepared for

Flagstaff Mountain Partners
P. O. Box 1450
Park City, Utah 84060

Prepared by

SWCA, INC.
Environmental Consultants

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APPENDIX A **17**
Figure 1 Location of Project Area
Figure 2 Open Space

EXECUTIVE SUMMARY

This Open Space Management Plan outlines the goals and objectives of open space planning for the proposed Flagstaff Mountain Resort located in Park City, Summit County, Utah (Figure 1). It presents an inventory of existing conditions and describes other open space planning efforts in the surrounding region. The plan also describes the opportunities and constraints related to open space at Flagstaff Mountain Resort. These factors include the physiography, viewshed considerations, historic sites, wetlands, wildlife habitat, recreation, as well as the existing and proposed uses associated with various portions of the Plan Area.

This plan describes two types of open space present at Flagstaff Mountain Resort: Recreational Open Space (ROS) and Protected Open Space (POS). Recreational Open Space is further divided into Developed and Undeveloped Recreational Open Space (DROS and UROS, respectively). DROS consists of lands currently managed and likely to be owned and managed in the future by Deer Valley Resort for the purpose of lift-served downhill skiing. UROS comprises the portion of the Plan Area that has not been modified for this purpose but does contain a preponderance of hiking and/or mountain biking trails. Figure 2 shows the distribution of DROS and UROS within the Plan Area.

A special case of DROS occurs in an area proposed for future ski lift and run development. The Centennial Draw Wildlife Management Area (Figure 2) includes a known elk calving site in Deer Valley's Pod Z, proposed for development in 2008. This plan outlines certain development/management constraints designed to minimize potential impacts to elk in this area. A special case of UROS occurs on Prospect Ridge (Figure 2). This area has been identified as a sensitive viewshed for Old Town Park City. This plan outlines specific management practices designed to maintain the visual character (as specified in the Development Agreement) of this area.

Protected Open Space (POS) refers to portions of the Plan Area that will be preserved for their outstanding natural and/or cultural resource characteristics. To ensure the protection of its outstanding natural resource values, the Lady Morgan sub-watershed (Figure 2) has been designated POS. The wide variety of natural, undisturbed habitats in this sub-watershed confers a high degree of biological diversity to this area. Management prescriptions designed to maintain the unique characteristics and natural dynamics of Lady Morgan Pond are specified. Another type of POS within the Plan Area is associated with specific cultural resource sites. These include a number of mining sites considered sensitive due to their historic value, vulnerability to vandalism, and/or the hazard they pose to an uninformed public (Figure 2). Brief descriptions of these sites and why they qualify for POS are provided in this plan. More detailed management considerations for these sites are provided in the Flagstaff Mountain Resort Historic Preservation Plan (Exhibit 6 to this LSMPD).

1.0 INTRODUCTION

1.1 Flagstaff Mountain Resort

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 Plan Development (MPD) application and Condition 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 MPDs and CUPs stage will not require a modification of this plan provided that they comply with the Goals and Objectives of this Plan.

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. Four distinct sites will be developed by Flagstaff Mountain Partners (FMP) 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. Wet areas are dominated by willows, sedges, and rushes. 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 Open Space Planning Goals and Objectives

The overall goal of this plan is to ensure the preservation and maintenance of Flagstaff Mountain's open space for public enjoyment and the protection of ecological values. There are two general types of open space in the Plan Area: Recreational Open Space (ROS) and Protected Open Space (POS). The purpose of ROS is to establish and preserve districts for land uses requiring large areas of undeveloped open land; permit, preserve, and encourage recreational use of these lands; and preserve and enhance environmentally sensitive lands such as wetlands, steep slopes, ridge lines, meadows, stream corridors, and forests.

The primary purpose of POS is to promote useable, public, non-improved, non-commercial, connected, and contiguous open space for community benefit; promote the preservation of undisturbed open lands; prohibit construction on ridge lines and steep slopes, or in wetlands, watersheds, and viewsheds; promote the preservation of historic sites; and preserve the vegetation and habitat of natural areas. More detailed descriptions of the Recreational and Protected Open Space classes are provided below.

Given that the Flagstaff Mountain Plan Area is largely contained within the boundaries of Deer Valley Resort, it should be apparent that ROS comprises the bulk of the Plan Area (approximately 1450 acres or 91 percent of the Plan Area). With this in mind, it should be noted that the entire Plan Area outside of the development pods is currently zoned as Recreational Open Space (ROS-MPD) under Park City's zoning ordinance. The areas proposed as Protected Open Space (POS) within this plan will be rezoned at the completion of the Mountain Village MPD. In addition the Centennial Draw (Ski Pod Z) area will also be zoned POS. The remaining ROS-MPD zone will be managed in accordance with the recommendations of this document.

To that end, there are two types of Recreational Open Space at Flagstaff Mountain: developed and undeveloped. Developed Recreational Open Space (DROS) consists of areas served by ski lifts and contains a preponderance of graded and/or cut ski runs and summer trails. Typical vegetation consists of islands of native forest cover interlaced with ski trails that have been seeded with a limited variety of exotic grasses and forbs. These areas are designed for and receive the bulk of recreational use in the Plan Area. Some currently undeveloped areas have been proposed for ski lift/run development to occur over the next eight years. These areas have been identified as DROS for the purpose of this plan. One of these areas, Centennial Draw, is a known elk calving ground and, as such, is subject to special management considerations described in Section 4.2.2, below. DROS comprises approximately 987 acres or 62 percent of the Plan Area (Figure 2). The general management objectives for DROS include

maintaining high quality, safe, attractive, publicly accessible recreational facilities on a year-round basis.

Undeveloped Recreational Open Space (UROS) may be skied in the winter and typically contains some summer trails, but it has not been heavily modified for these purposes. Consequently, it is dominated by naturally occurring, unfragmented stands of native vegetation. Summer trails in UROS tend to either be remnants of the mining era or have developed from small, volunteer efforts, or from the repeated human use of existing game trails. Where the main purpose of DROS is to provide year-round public recreation opportunities, UROS serves a wider variety of functions. In terms of recreation, UROS is typically used for backcountry skiing or snowshoeing in the winter and hiking or horseback riding in the summer. Some UROS contains trails suitable for mountain biking but only on a limited basis relative to DROS. In some areas, UROS is also important in maintaining scenic viewsheds and wildlife habitats. There are two areas designated as UROS within Flagstaff Mountain Resort (Figure 2). Together, these areas comprise approximately 464 acres or 29 percent of the Plan Area. The general management objectives for UROS are to continue to allow human access and use while maintaining the scenic qualities and habitat values of these areas.

One type of Protected Open Space is so designated because it has outstanding and/or unique natural resource values. Accordingly, the management objective of these lands is to preserve and maintain the biological integrity of these resource values. Thus, while non-motorized winter recreational activities are permissible in and adjacent to designated POS, development of recreational facilities such as cut ski runs or developed summer trails are prohibited. Interpretive signage may be used in or adjacent to POS to help limit access, minimize disturbance, and inform the public of the importance of the area's natural resource values. Designated POS makes up approximately 66 acres or four percent of the Plan Area.

Another type of POS applies to certain cultural resource sites. Several of the Plan Area's historic mine buildings and associated structures are designated as POS. It should be noted, however, that this designation only applies to the historic structure and its immediate surroundings, not a substantial land area as in the case of natural resource POS. Accordingly, the acreages of these sites are not included in the figures presented above.

The management objective of cultural resource POS is to preserve and maintain the cultural integrity of a given site. These areas are typically adjacent to existing trails and many have been damaged as a result of this easy public access. Again, interpretive signage may be used in these areas to dissuade further disturbance, warn the public of the dangers associated with deteriorating buildings, and inform people about the context and importance of the site's cultural resource values.

2.0 INVENTORY OF EXISTING CONDITIONS & INFORMATION

2.1 Existing Conditions

At present, the majority of the Flagstaff Mountain Plan Area is considered open space–but it has not always been so. During the peak of the mining era, the Plan Area could more appropriately have been called an industrial zone. At that time, the area was almost completely deforested and characterized by high levels of human activity and the presence of large buildings and elaborate ore conveyances. Streams were diverted for use in the mining or milling process, there was frequent use of high explosives, and the large overburden piles that now characterize the area were created.

Following the mining era, the area reverted back to defacto open space and the forests began to regrow. During this time, many of the mine buildings and appurtenant facilities were destroyed or removed and the shafts and adits were sealed. The streams, while disturbed, were again allowed to make their way down Empire and Ontario Canyons.

With the creation of Deer Valley Resort in 1981, the focus shifted from natural rehabilitation to ski area development. Access roads were built (or restored from those created during the mining era), ski lifts were installed, runs were cut and graded, and the area once again became filled, at least on a seasonal basis, with people. Recreation continues to be the dominant use of the area today. Thus, while the Plan Area remains open space, much of this open space is characterized by the visual impacts of forest fragmentation associated with roads, lift alignments, and ski runs. Other areas, as yet undeveloped by the ski industry, are characterized by second-growth forest and other native habitats and remain essentially wild with vestiges of the bygone industrial era interspersed throughout. Many of these areas comprise important wildlife habitat, contain significant cultural resources, and/or are important components of the local viewshed. Because they contain few developed trails or other facilities, these areas provide an opportunity for solitude and wildlife study in close proximity to the developed areas of Park City and Deer Valley.

2.2 Regional Open Space Planning Efforts

2.2.1 Park City

The 11-member Citizens Open Space Advisory Committee (COSAC) was formed by the Park City Council in 1998 when Park City voters passed a $10 million bond issue to preserve open space in the area. In order to be considered for acquisition by COSAC, property must meet some of the following criteria:

- The land offers or protects a critical viewshed;
- The land directs or checks the location, timing, and pace of surrounding development;

- The land is contiguous with other open space parcels (i.e., it contributes to a "green belt" around the city);
- The land provides open space along Park City's entry corridors (SR 224 or SR 248).

In addition to fee simple acquisition of key properties, COSAC works with the owners of identified open spaces to enact legal easements and deed restrictions that will ensure the protection of the land in perpetuity. Any parcels obtained by COSAC will continue to remain undeveloped and will be dedicated to the public for scenic beauty, passive recreation, and continued access by non-motorized means.

2.2.2 Summit County

Summit County requires that, for any type of residential development project within the Snyderville Basin, a minimum of sixty percent of a parcel, inclusive of the developable and non-developable lands, must be reserved for open space whenever density is increased beyond the "base" zoned density described in the County's Development Potential Matrix.

Summit County mandates that, where required, open space within developments be located in areas that will protect the most important attributes of a site and the key focal points that are important qualities of the character of the area. These attributes may include scenic viewsheds, slopes that are less than 30 percent, significant wildlife habitat, agricultural lands and antiquities, open space corridors/connections through the development, and other such features. Modified open spaces such as ski trails and golf courses may be included in a development's open space calculation if they meet the County's objectives of preserving these attributes. Required parks may be included in the open space requirement. Open spaces should be contiguous within a development site and when feasible and appropriate, connect with open spaces on adjacent parcels.

Open spaces that are required to be set aside to meet the requirements of Summit County's open space policies shall be preserved in perpetuity. Preserving these areas may be accomplished either by conveying the parcel to the County, granting a conservation easement to the Utah Land Trust or another appropriate entity, conveying the parcel to a homeowner's association, recording a deed restriction to the benefit of the public to limit the use of the property, or an appropriate combination of the above.

2.2.3 Wasatch County

Wasatch County requires a minimum of 20 to 30 percent open space (depending on location) for each new subdivision that it approves for development. While this is the minimum required per County Code, larger percentages are typically pursued on a case by case basis. During the master planning process, Wasatch County typically solicits developers to donate significant tracts of land and/or create conservation easements to

ensure the preservation of open space as part of their development. The County also prohibits building on slopes greater than 30 percent and requires the creation of parks and other recreational areas (trails, etc.) as part of their master planning process.

2.2.4 Non-Profit Organizations

A variety of non-profit organizations including Utah Open Lands and its local affiliate, Conserving Our Open Lands (COOL), the Citizens Open Space Advisory Committee, and the Swaner Nature Preserve are actively involved in open space protection and planning in Summit County north of the Flagstaff Mountain Plan Area.

Utah Open Lands provides land owners with a variety of estate and tax-planning tools that have allowed this group to preserve more than 19,000 acres of open space in northern Utah. Under its "Historic Farms and Ranches Campaign," Utah Open Lands is currently negotiating the preservation of more than 12,000 acres of wildlife habitat, heritage, and ranch lands in western Summit County. In 1998, COOL formed to assist Utah Open Lands in raising money for the group's Summit County efforts. The money that COOL raises in Summit County is used within the county and will augment Utah Open Lands' Summit County land protection projects and educational programs.

The Swaner Nature Preserve was founded in 1993 as a 20-acre memorial park dedicated to Leland Swaner, a Summit County developer and rancher. The park now consists of nearly 940 acres of montane wetland, meadow, and sagebrush habitats in the heart of Snyderville Basin. The Preserve is currently pursuing acquisition of an additional 120 acres of land on its northeast corner following which it will commence planning the development of an education center and interpretive trail system.

3.0 OPPORTUNITIES & CONSTRAINTS

There are a variety of important physical, biological, and human factors that determine the primary purpose for a given piece of land within the Plan Area. These factors are often interrelated and overlapping in the opportunities and constraints they confer to that land. Physiography, viewsheds, historic sites, wetlands, wildlife habitat, recreation, existing and proposed uses comprise a few of these factors and are described in greater detail below.

3.1 Physiography

Much of the Plan Area consists of moderately steep, north-facing slopes that provide ideal opportunities for downhill skiing. Most of these areas have or will be developed by Deer Valley Resort for this purpose. As mentioned above, these areas are considered DROS.

Areas containing steep, rocky, and/or heavily vegetated south- or west-facing slopes as well as areas lying beyond practical lift-served terrain are less well-suited for alpine skiing and more appropriate for other forms of recreation such as hiking, biking, or horseback riding. These areas are designated UROS. Other amenities associated with designated UROS include the preservation of wildlife habitat and the protection of scenic viewsheds.

Areas characterized by relatively flat terrain are better suited for commercial and residential development. Accordingly, Development Pods A, B-1, B-2, and D are situated on flat or mildly sloping ground surrounded by recreational open space.

3.2 Viewsheds

An important consideration in whether and how to develop a given parcel is the effect the proposed development would have on views in the surrounding areas. Such visual impacts have been an issue with respect to development of Prospect Ridge, the northern portion of the Plan Area visible from downtown Park City. Preliminary visual impact analyses have been completed for the Mountain Village.

3.3 Historic Sites

There are several historic mine sites within the Flagstaff Mountain Plan Area. An historic preservation plan has been prepared for the Plan Area which provides an inventory of these sites and a detailed management plan outlining the interpretive opportunities as well as any legal or safety constraints associated with them.

3.4 Wetlands

Any development activities which result in the placement of dredge or fill material in over 0.10 acre of wetlands or other waters of the U.S. require notification of the Army Corps of Engineers and a permit under Section 404 of the Clean Water Act. A wetland delineation report has been prepared for the Plan Area by Natural Resources Consulting, Inc. and was submitted to the Army Corps' Utah Regulatory Office in February, 2000. While this report did identify a limited number of wetlands within the Plan Area, none of these were contained in areas planned for residential development. Given that the development pods contain no jurisdictional waters of the U.S., construction of Flagstaff Mountain Resort will have no significant effect on these resources. Wetlands were, however, identified in Centennial Draw, an area proposed for development as a ski pod (Pod Z) in 2008. Depending on the final design of this ski pod, the clearing and/or grading of ski runs in this area may require acquisition of a 404 permit.

3.5 Wildlife Habitat

Much of the Plan Area, particularly those areas that have not been developed for downhill skiing, provide high quality wildlife habitat. A variety of native vegetation types including aspen, conifer, and mixed forests, mountain shrublands, meadows, and wetlands provide habitat for a diversity of seasonal and year-round wildlife species. Opportunities for wildlife watching are one of the attractive amenities of the Flagstaff Mountain Plan Area for casual recreationists as well as future homeowners. Depending upon site-specific conditions, a desire to preserve and maintain wildlife habitat values within the Plan Area could constrain certain aspects of development. Please refer to the Wildlife Management Plan for more information on this important resource.

3.6 Recreation Access

During the winter, recreation consists primarily of alpine skiing and access is controlled by Deer Valley Resort (refer to Section 5.3, below). During the summer, recreation use consists of dispersed hiking, mountain biking, and horseback riding. Access to the property is open in the summer and recreationists are free to roam throughout the Plan Area, subject to rules and regulations established from time to time by Deer Valley Resort. A detailed assessment of recreation access, existing and future trails, and trail management may be found in the Trails Master Plan for Flagstaff Mountain Resort.

3.7 Existing Uses

With the exception of the recreational uses mentioned in Section 3.6, commercial uses are limited to snowmobile rentals during the winter and hiking and biking uses in the

summer. With the exception of snowmobile rentals (which are being discontinued as of the winter of 2001-2002), existing uses of the Plan Area will be preserved during and after development.

3.8 Proposed Uses

Beyond the proposed development pods, the Development Agreement gives Flagstaff the opportunity to develop a restaurant/club facility (AKA "Beno's Cabin") in the DROS. The facility is to be located within the ski terrain near to the Mountain Village. Proposed ski area expansion in the DROS area includes two ski pods (Pods X and Z) that will be developed over the next three to eight years, respectively. These proposed uses will provide additional skiing opportunities; however, they will also limit the distribution and abundance of forested wildlife habitats.

4.0 MASTER PLAN

4.1 Designated Recreational Open Space

4.1.1 Developed Recreational Open Space

Deer Valley Resort has developed ski lifts and ski runs throughout the majority of the Plan Area. Two currently undeveloped areas are proposed for ski lift and run development over the next eight years. Collectively, these areas fall under the category of DROS. Refer to Figure 2 (Appendix B) for a depiction of DROS within the Plan Area. Deer Valley will continue to have management responsibility for all DROS within the Plan Area.

4.1.1.1 Centennial Draw Wildlife Management Area

Centennial Draw, while part of DROS in proposed Ski Pod Z, has been identified as containing an elk calving area. Early planning efforts for the project identified this wildlife use and consequently provided for restrictions on ski run construction activities in Pod Z as set forth in the Development Agreement. 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 the 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. The process of approving the ski related development in this Pod and the balance of the project is an Administrative Conditional Use. Review of the ski related improvements shall require compliance with the goals and objectives of this plan.

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 last day of skiing at the resort through June to minimize disturbance to calving elk.

4.1.2 Undeveloped Recreational Open Space

UROS forms the second largest type of open space within the Plan Area. While these areas may contain a variety of hiking, biking, and equestrian trails, these facilities do not dominate the character of the land. Native vegetation cover remains largely intact and forest stands do not exhibit the high level of fragmentation characteristic of DROS. Consequently, these areas tend to have greater visual appeal and higher quality wildlife habitats relative to DROS. While these areas will continue to experience summer trail construction and maintenance, the overall character of UROS within the Plan Area is unlikely to experience substantive change over time.

4.1.2.1 Prospect Ridge Viewshed

Prospect Ridge is considered a special area within the designated UROS (Figure 2). This area comprises a critical viewshed for Old Town Park City. Within 30 days of issuance of a MPD application or CUP Permit, FMP will grant to the City a conservation easement, with free public trail access (without encumbrances) over acreage located in this area contiguous with City-owned open space. This conservation easement will be to the reasonable satisfaction of the City and shall be first in priority in title.

4.2 Designated Protected Open Space

4.2.1 Lady Morgan Pond Area

With the exception of a few highly localized historic sites, the only designated POS parcel in the Plan Area is the Lady Morgan sub-watershed (Figure 2). This area contains the most extensive emergent marsh and depressional wet meadow habitats and the only natural pond within the Plan Area. It contains aspen, conifer, and mixed forest communities as well as mountain shrub habitats. This diversity of habitats provides for high species diversity within this area. Also, the dense forest cover in close proximity to open water indicates that this area has potential to be another important elk calving ground. Accordingly, evidence of deer and elk bedding down in mountain shrub habitat north of the pond was observed in July, 2000. Vegetation management in this area shall occur solely for the purposes of maintaining health and diversity. The high biological diversity associated with this area warrants its designation and rezoning as POS.

According to the Development Agreement, use of the Lady Morgan area will be restricted, by conservation easements acceptable to Park City and by signs and monitoring (if necessary), to skiing (without cutting runs, glading, or thinning trees) and daytime recreational hiking. While an old road grade cuts through the upper portion of the Lady Morgan POS, no additional summer trails will be developed in this area. No construction activity or motorized vehicle use of any kind shall be allowed in the Lady Morgan POS except as allowed, with City staff approval, for forestry and wetlands

management. Mountain biking trails currently skirt the area and will continue to do so in the future. Installation of interpretive facilities at the edge of the POS will help to inform the public of the importance of the Lady Morgan sub-watershed to the overall biodiversity of the Plan Area.

4.2.2 Flagstaff Mine

While the Flagstaff Mine Site does not contain any remaining structures, the importance of this site to the history of mining in Utah warrants its designation as POS. For a detailed history of this site and is historical significance refer to the Flagstaff Mountain Resort Historic Preservation Plan (HPP). Management of this site will simply consist of installing interpretive signage to inform the public of the mine's role in the history of Park City and mining in Utah.

4.2.3 Little Bell Mine Site

The Little Bell Mine Site contains an old ore bin with both historic and aesthetic importance. Consequently, this site is considered POS. For a detailed history of this site and a discussion of historic preservation concerns regarding the ore bin in particular, refer to the Flagstaff Mountain Resort HPP. Management of this site is expected to involve stabilization of the ore bin and installation of interpretive signage explaining the role of the ore bin in the mining process.

4.2.4 Quincy Mine Site

The Quincy Mine Site contains an old hoist and a boiler that were used when the area was being actively mined. Just as with the ore bin at the Little Bell mine, these features have both historic and aesthetic significance and warrant designation of this site as POS. For a detailed history of this site and a discussion of the hoist and the boiler, refer to the Flagstaff Mountain Resort HPP. Management of this site will involve installation of interpretive signage explaining the role of the hoist and boiler in the mining process and cautionary signage warning the public of dangers associated with the mine shaft which, though filled, appears to be subsiding.

4.2.5 Daly West Mine Site

The Daly West Mine is characterized by a large, rusted steel headframe. In addition to its historical and aesthetic importance, this headframe is still in operation and provides maintenance access to the Anchor Tunnel. Consequently, this site is considered POS. Detailed information on the Daly West Mine may be found in the Flagstaff Mountain Resort HPP. Management of this site will involve installation of interpretive signage discussing historical and current use of the headframe.

4.2.6 Judge Mine Complex

As defined for the purposes of this Open Space Plan, the Judge Mine Complex consists of the Judge Drain Tunnel, the Judge Mining & Smelting Company office building, the Judge Mining & Smelting Company explosives bunker, a wooden house, the remains of the Daly-Judge Mill, and the Judge aerial tramway towers. The historical and aesthetic importance of the office building, remaining rail tracks, and the explosives bunker and the huge industrial operation for which these and the other facilities are the only vestige warrant designation of this area as POS. Detailed information on the historical context of this site may be found in the Flagstaff Mountain Resort HPP. Detailed stabilization, restoration, and management actions are also provided in the HPP. These facilities, particularly the office building and wooden house, have been severely vandalized. Thus, at a minimum, management will include installation of interpretive and cautionary signage designed to educate the public on the historical importance of these facilities and foster a sense of stewardship in order to minimize future vandalism.

4.3 Phasing of Plan Implementation

According to the Development Agreement, all land outside of the development pods will be zoned as Recreation Open Space. Upon issuance of the first MPD or CUP for any portion of the Project, FMP and Deer Valley Resort will execute a conservation easement, for the benefit of the City and a third party conservation trust (or similar entity), to limit their use of the Flagstaff Mountain ski terrain to construction, development, and operation of ski and mountain bike lifts, ski and mountain bike runs and trails, one skier day lodge, and other similar winter and summer recreational uses and services. Such conservation easements will prohibit any hotel, lodging, residential, or commercial construction or use on ROS-zoned land in Flagstaff Mountain. Such conservation easement will be to the reasonable satisfaction of the City and shall be first in priority in title.

With respect to the Prospect Ridge Viewshed area (Figure 2), within 30 days of issuance of a subsequent MPD or CUP, FMP will grant to the City a conservation easement, with free public trail access and no encumbrances, over acreage located on Prospect Ridge contiguous with City-owned open space. Such conservation easement will be to the reasonable satisfaction of the City and shall be first in priority in title.

4.4 Management Authority

Deer Valley Resort has management authority and responsibility for all ROS and POS lands within the Plan Area. During development, FMP will be responsible for managing the development pods and any open space within these areas. Following development, the respective Homeowners Association will assume management authority for open space within the development pods.

5.0 RELATED PLANNING DOCUMENTS

5.1 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 Open Space Plan where trails pass adjacent to or through the Lady Morgan POS and the Centennial Draw Wildlife Management Area.

5.2 Flagstaff Mountain Resort Wildlife Management Plan

The Wildlife Management Plan was prepared to facilitate the preservation of 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 establishes management guidelines to help maintain the biotic integrity of the area while ensuring the long-term attractiveness and marketability of the proposed developments.

5.3 Deer Valley Open Space Plan

Deer Valley Resort has developed its own Open Space Management Plan for the portion of the ski area within the Flagstaff Mountain Resort property. The Deer Valley plan is considered part of the overall plan presented here. There are six components to the Deer Valley plan: A) General, B) Ski Area Development, C) Winter Skiing Operations, D) Summer Trail Use, E) Commercial Snowmobile Operation, and F) Wasatch County Homeowner Winter Snowmobile Access.

Under the "General" component of this plan, all of the area outside of the identified development pods is designated as Recreational Open Space under the Park City Land Management Code and use of the land is subject to the restrictions of that zone. No later than the issuance of the first MPD or CUP for Pods A - D, United Park City Mining Company (UPK) and Deer Valley are required to execute a conservation easement to limit the use of the Flagstaff Mountain ski terrain to construction, development, and operation of ski and mountain bike lifts, ski and mountain bike runs and trails, a skier day lodge, and other similar winter and summer recreational uses and services. This conservation easement will prohibit any commercial or residential development or use on the ROS-zoned land included in the annexation.

Ski area development restrictions outlined in this plan include the following:

- Only two graded ski runs shall be allowed in Ski Pod Z, with thinning and other limited vegetation removal for skier safety and glade skiing.

- The Lady Morgan Springs area is restricted to skiing without cutting runs, glading, or thinning trees, and summer daytime hiking.

Winter skiing operations and maintenance are the responsibility of Deer Valley Resort. During the winter skiing season (including preparation and shutdown activities immediately before the seasonal opening and closing of the resort, respectively), public access to the ski area is at the discretion of Deer Valley and public use of the property is subject to the operating policies of Deer Valley Resort.

There are two provisions contained in this component of the plan:

- The ski facilities shall be open to the general public and use thereof shall not be restricted to owners of property located within the Deer Valley or Flagstaff Mountain Resort developments or to members of any private club.

- All charges, fees, and costs paid by the general public for the use of the resort facilities shall not exceed those paid by owners of property located within the two resort developments.

The summer trail use component of Deer Valley's Open Space Plan provides a Trails Master Plan for the area. This component of the plan is described in the Flagstaff Mountain Resort Trails Master Plan and the reader is referred to that plan for a more complete description of the summer trail use component.

Commercial snowmobile operations currently utilize a designated route through the Plan Area to access state and private lands outside of the control of Deer Valley Resort. This route conflicts with FMP development plans and will be terminated accordingly.

Deer Valley and UPK have historically cooperated with the Utah Department of Transportation (UDOT) in providing a base parking area and snowmobile route through the Deer Valley ski area for use by property owners in Wasatch County in accessing cabins and/or lots outside the boundaries of Deer Valley ski resort. This route is the same as that referred to under the commercial snowmobile operations section, above. While the parking area and trailhead will ultimately be relocated, Deer Valley and FMP will continue to work with UDOT in providing winter access to Wasatch County landowners.

APPENDIX A

FIGURES

Figure 1. Location of Project Area
Figure 2. Open Space

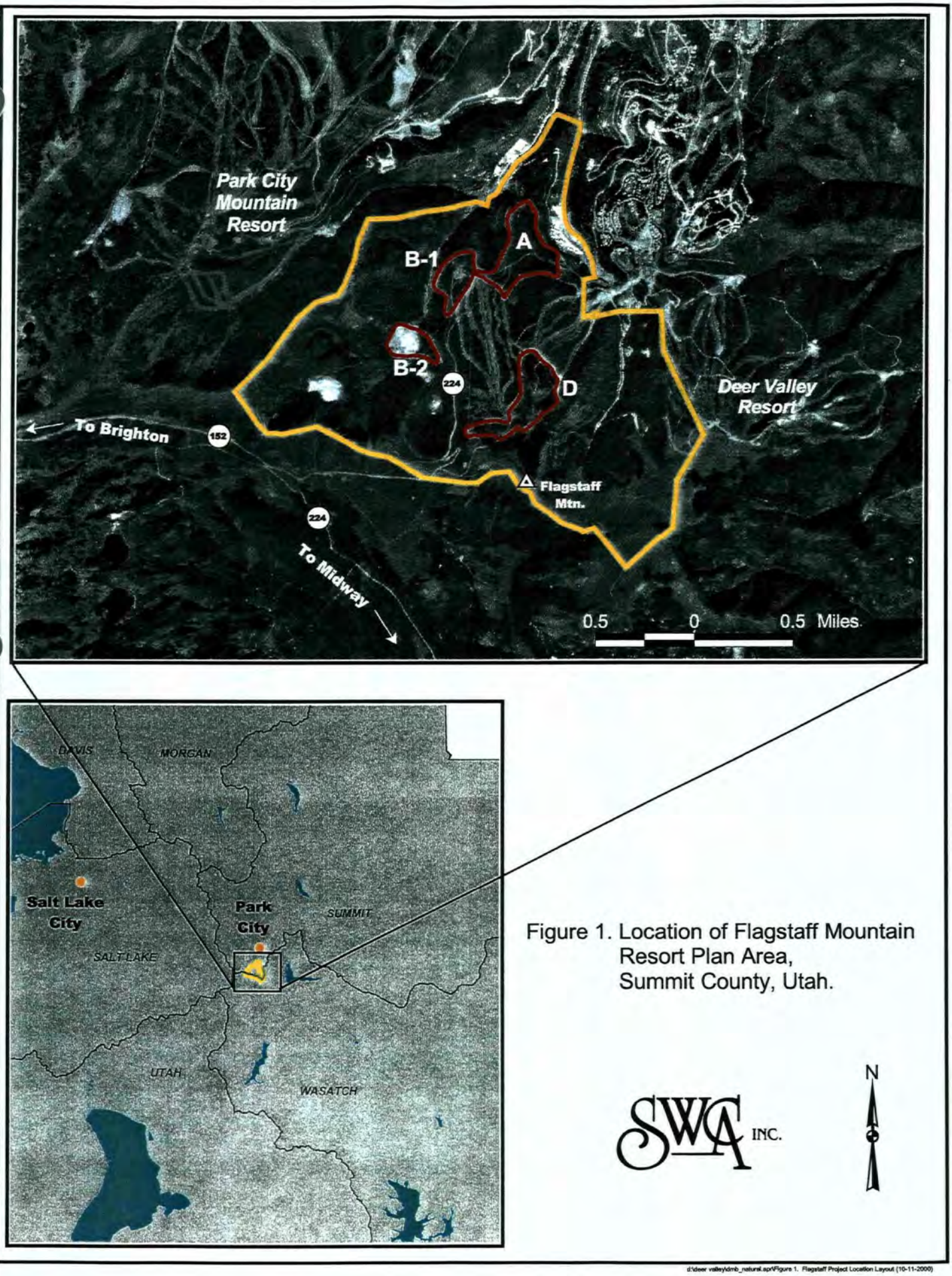

Figure 1. Location of Flagstaff Mountain Resort Plan Area, Summit County, Utah.

SWCA INC.

d:\deer valley\dmb_natural.spr\Figure 1. Flagstaff Project Location Layout (10-11-2000)

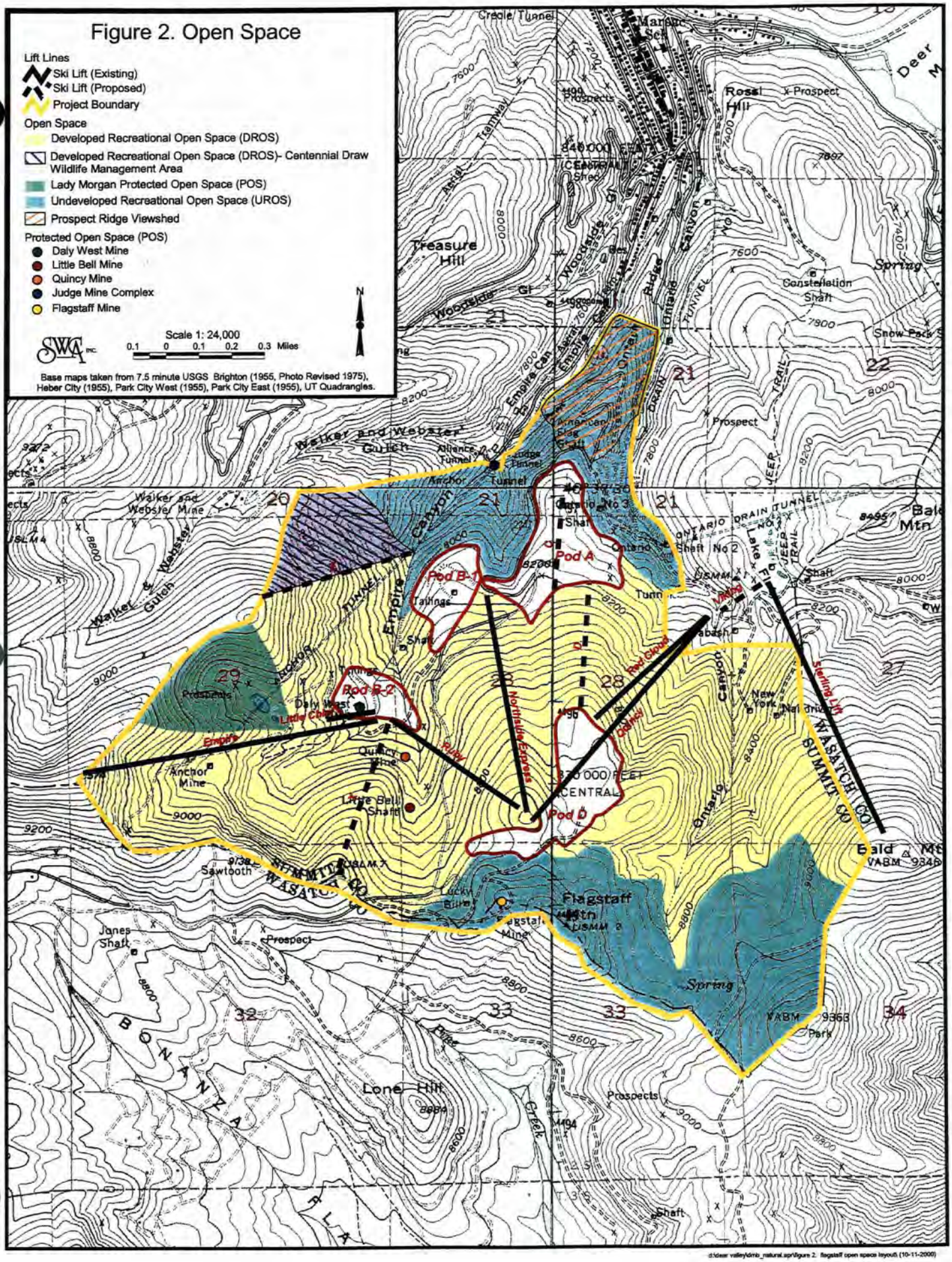
Figure 2. Open Space
Lift Lines
Ski Lift (Existing)
Ski Lift (Proposed)
Project Boundary
Open Space
Developed Recreational Open Space (DROS)
Developed Recreational Open Space (DROS)- Centennial Draw Wildlife Management Area
Lady Morgan Protected Open Space (POS)
Undeveloped Recreational Open Space (UROS)
Prospect Ridge Viewshed
Protected Open Space (POS)
Daly West Mine
Little Bell Mine
Quincy Mine
Judge Mine Complex
Flagstaff Mine
Scale 1: 24,000
0.1 0 0.1 0.2 0.3 Miles
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
Treasure Hill
Walker and Webster Gulch
Empire Canyon
Ontario
Flagstaff Mtn
Lone Hill
Bonanza Flat
Daly West
Little Bell
Quincy
Anchor Mine
Jones Shaft
Sawtooth
Lucky Bill
Northside Express
Red Cloud
Sterling Lift
Summit Co
Wasatch Co
Bald Mtn
Deer M
Rossi Hill
Constellation Shaft
Spring
Prospect
Tailings
Shaft
Tunnel
Creek
Ridge
Park
Prospects
Jackson
Empire
Ruby
Odell
Ontario
Lake
New York
Mayflower
Alliance
Judge
Anchor
Ontario No 3
Ontario No 2
Ontario Drain Tunnel
Jeep Trail
Woodside Gl
Woodside Gulch
Empire Canyon
Aerial Tramway
Creole Tunnel
Walker & Webster Mine
Walker & Webster Gulch
Empire Canyon Tramway
Ontario Drain
Ontario Tunnel
Ontario Shaft No 2
Ontario No 3 Shaft
Empire Canyon Tunnel
Jackson Tunnel
Daly West Shaft
Little Bell Shaft
Anchor Tunnel
Judge Tunnel
Alliance Tunnel
Flagstaff Mine
Lucky Bill
Jones Shaft
Sawtooth
Prospects
Tramway
Aerial Tramway
Ontario Drain Tunnel
Jeep Trail
Lake Park
Ontario
Empire
Jackson
Ruby
Odell
Red Cloud
Northside Express
Sterling Lift
Summit Co
Wasatch Co
Bald Mtn
Deer M
Rossi Hill
Constellation Shaft
Spring
Prospect
Tailings
Shaft
Tunnel
Creek
Ridge
Park
Prospects
Bonanza Flat
Lone Hill
Flagstaff Mtn
Walker & Webster Gulch
Walker & Webster Mine
Empire Canyon

April 10th, 2024.

John Frontero
Sarah Hall
Bill Johnson
Rick Shand
Henry Sigg
Laura Suesser
Christin Van Dine

Re: CUP Application PL-23-05938
New 6 Passenger Chair & Beginner Terrain

To Planning Commissioners, Staff, and others concerned:

Bransford Land Company ("BLC") is thrilled with the terrain expansion proposed by Deer Valley inside of Park City Proper. It will support new learning experiences for beginner skiers and connect beginners to runs at the highest elevations inside the resort boundary, elevations typically reserved for intermediate and expert skiers. Additionally, it will support the connection between existing Deer Valley and the new expanded terrain. If properly executed, this expansion will further enhance Deer Valley's award winning ski experience.

BLC and the public have had access to the packet for today's agenda for less than a week. We understand the Lift 7 CUP item will not be voted on this evening, but instead continued for discussion, public comment, and possible action on April 24th. It is good that everyone involved will have at least two more weeks to research and formulate thoughts on the matter.

In addition to compliance with code, Planning Commission is also tasked with reviewing the safety of the proposed new lift and ski runs. BLC has thoughts on alternative lift alignment and ski run cutting/management we want to ensure are considered as they relate to skier and employee safety. For reasons we do not understand, Deer Valley's engineers and designers (Alliance Engineering) were directed to restrict the entirety of the Lift & CUP plans to the Sunnyside Parcel. BLC owns two parcels located just to the west of the straight ski run 25 feet from the lower Sunnyside parcel's west border.

BLC recently commissioned a study from Ecosign Mountain Resort Planners that depicts an optimized version of the ski runs that would be possible if Deer Valley's CUP application include land BLC owns near the proposed Lift 7 base. It is included at the end of this letter. We feel

confident safety and function would improve relevant to the Lift 7 CUP application if Deer Valley and their consultants consider the Ecosign prototypical plan. BLC assures all parties involved with this CUP that we stand ready, willing, and able to work towards mutually acceptable terms for a safer Lift 7 alignment and ski run plan to advance toward approval. We are also available to answer any questions Planning Commissioners or Staff may have before or after the site visit planned for Monday April 15th, 2024.

Respectfully submitted,

Anne Bransford

Anne Bransford

Chairman
Bransford Land Company, LLC

CC:

Planning Commission Members

CONCEPT USING PROPOSED BRANSFORD CONFIGURATION
(Side Load)
Rev 4 April 2, 2024
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Hello!
When I purchased in Park City, almost 5 years ago, one of the greatest appeals to me was the incredible opportunity of being close to so much wildlife. However, I've quickly learned how development has taken over so much of their habitat.
These poor hapless creatures have no way to access their corridors and cross roads, along with so much less land to roam anymore. Please take our wildlife into consideration when you vote on the proposed deer valley lift!
"The land where the proposed lift would be built is identified as a crucial wildlife habitat by the Utah Department of Natural Resources. If approved, species like black bear, dusky grouse, ruffed grouse, moose, mule deer, rocky mountain elk and snowshoe hare would be affected. Crucial designation means the local population of these species depends heavily on the area for survival and there are no alternative habitats in the area."

Very sincerely,

Mari Mennel-Bell

From: Anne Bransford

Sent: Thursday, April 18, 2024 7:19 AM

To: Virgil Lund

Cc: Bill Johnson; Christin Van Din; Laura Suesser; Mark Harrington; Rebecca Ward; Sarah

Hall; Henry Sigg; John Frontero; Rick Shand

Subject: Site tour

Virgil:

A quick note to say, “thank you” for coordinating the site visit with DV on Monday. There is nothing like having feet on the

ground or in this case, skis on snow, to get a vision as to how this CUP will conform to the area.

As previously stated, BLC (as neighbors) is “thrilled ” with the prospect of the construction of “lift 7”. We and EcosignWhistler Mt. BC, Canada resort planner we engaged to review CUP just want to make sure it is the safest and least evasive to the sensitive lands.

Again, thank you to all who showed up physically and virtually for the site visit.

Sincerely,

Anne Bransford

Chairman

Bransford Land Company, LLC

Planning Commission
Staff Report

Subject: **11343 Snow Top Road**
Application: **PL-24-06055**
Author: **Jason Berntson, Planning Technician**
Date: **April 24, 2024**
Type of Item: **Conditional Use Permit**

Recommendation

(I) Review the Conditional Use Permit to construct a Private Recreation Facility (outdoor swimming pool) at 11343 Snow Top Road, (II) hold 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:	Kevin Horn
Location:	11343 Snow Top Road
Zoning District:	Estate Sensitive Land Overlay
Adjacent Land Uses:	Open Space
Reason for Review:	The Planning Commission reviews Conditional Use Permits, holds a public hearing, and takes Final Action[1]

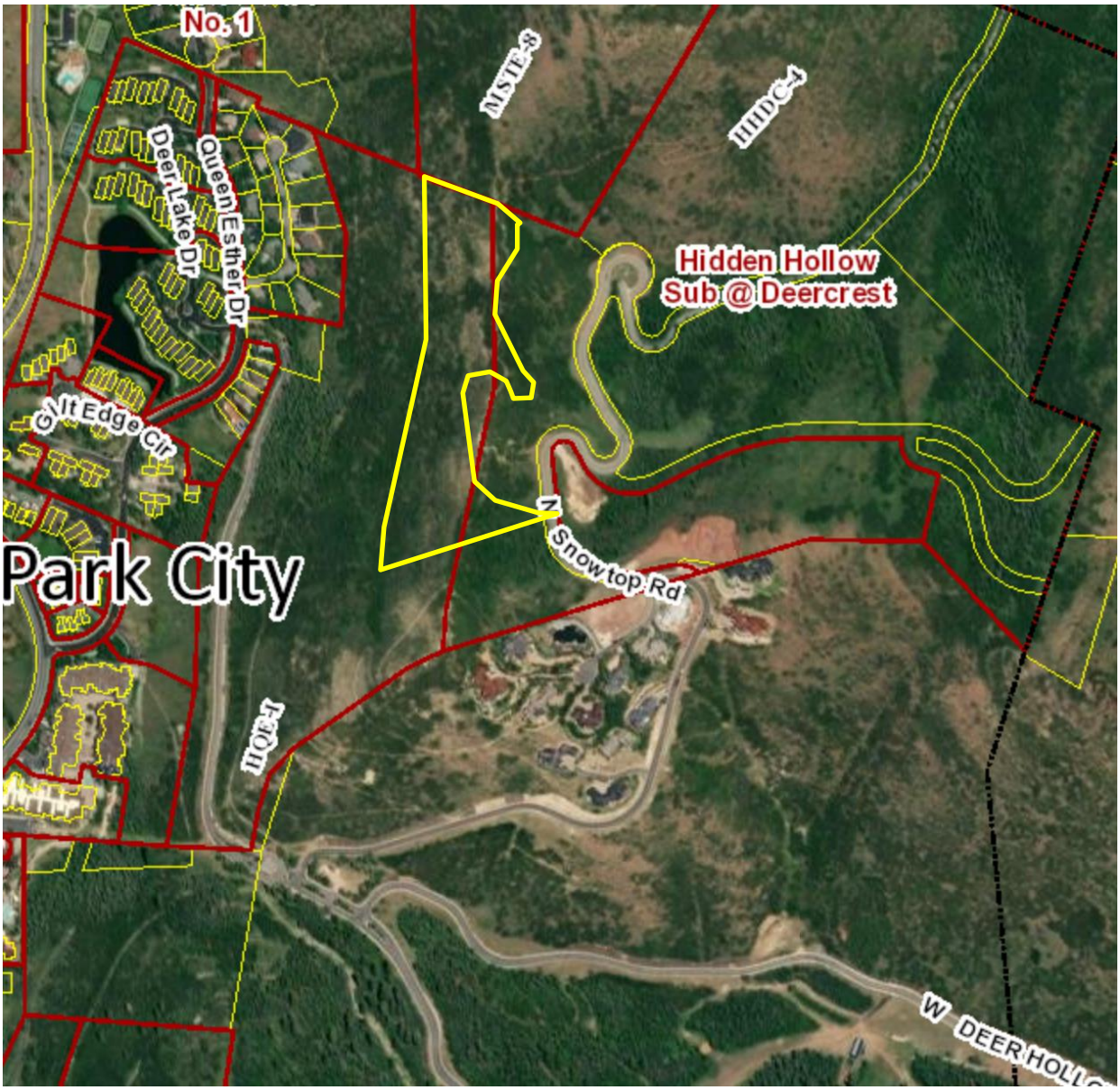
CUP Conditional Use Permit
E Estate Zoning District
LOD Limits of Disturbance
SLO Sensitive Land Overlay

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

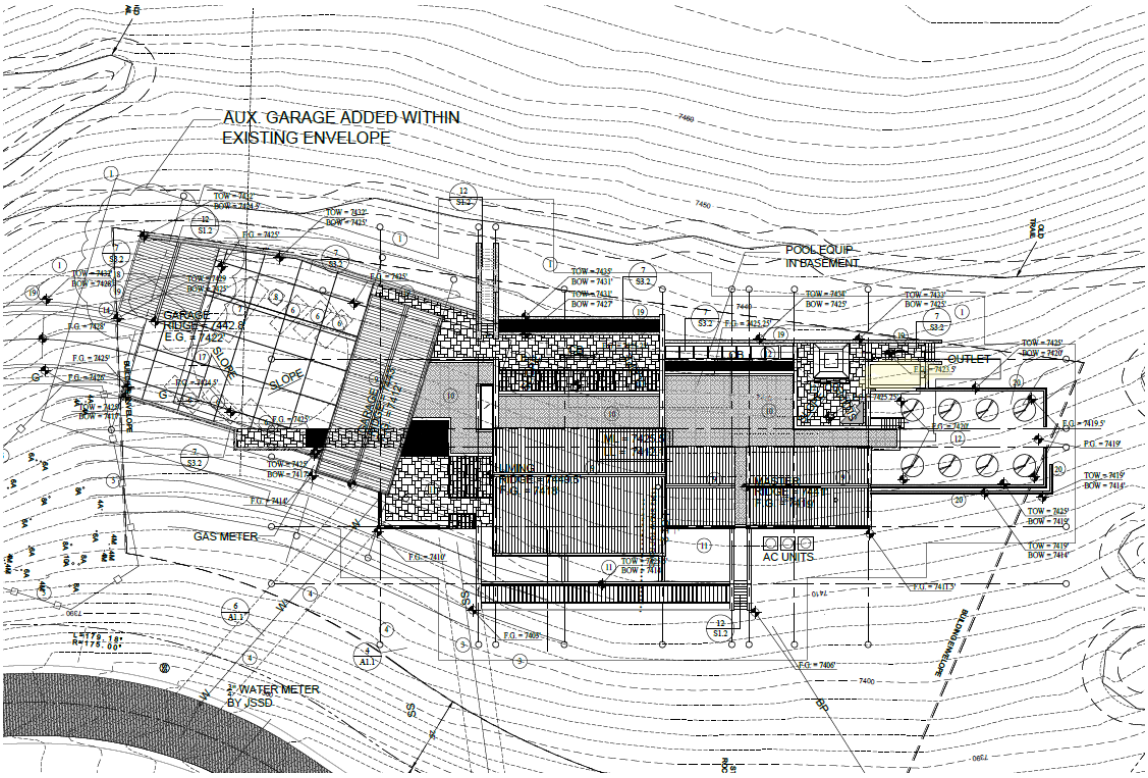
Background

11343 Snow Top Road is Lot 2 in the Hidden Hollow at Deer Crest Subdivision in the Estate Zoning District and Sensitive Land Overlay (SLO) (Exhibit C). The site contains a Single-Family Dwelling built in 2021. In 1995, the Lots within the current Hidden Hollow Subdivision were subject to the Telemark Settlement Agreement. The Settlement Agreement exempted the Lots from the provisions of the SLO (Exhibit F). At the time of the Settlement Agreement, the property was within unincorporated Summit County. The Lot was annexed into Park City on October 21, 1998 (Ordinance No. 98-52). The Annexation Ordinance noted that the request is consistent with the 1995 Settlement Agreement (Exhibit H). On April 13, 2000, the City Council approved the Hidden Hollow Subdivision at Deer Crest (Exhibit F). The image below taken from the Summit County Parcel Viewer outlines the property in relation to the surrounding neighborhood:

[1] LMC § 15-1-8(G)



The Applicant proposes to construct a 96-square-foot outdoor swimming pool on the northeast corner of the Single-Family Dwelling. The outdoor swimming pool will be partially enclosed within a courtyard. The proposed outdoor swimming pool is for the benefit of the Property Owner and will not be accessible to the general public. The location of the outdoor swimming pool is identified in the shaded yellow area on the site plan below:



Analysis

The Land Management Code (LMC) identifies residential swimming pools as Private Recreational Facilities, which are a Conditional Use in the Estate (E) Zoning District. [2]

LMC § 15-15-1 defines Private Recreation Facilities as:

> *Recreation facilities operated on private property and not open to the general public, including Recreation Facilities such as swimming pools, tennis courts, outdoor Pickle Ball Courts, and similar facilities for the Use by Owners and Guests.*

(I) The proposal to construct a Private Recreation Facility (outdoor swimming pool) complies with the Estate Zoning District as outlined in LMC Chapter 15-2.10-2.

The outdoor swimming pool must meet the Estate Zoning District Lot and Site requirements, outlined in the table below:[3]

Requirement	Analysis of Proposal
Front setback – 30 feet	**Complies.** The swimming pool is set back approximately 200 feet from the front property line.

[2] LMC § 15-2.10-2(B)(19)
[3] LMC § 15-2.10-3

Rear setback – 30 feet	**Complies.** The swimming pool is set back approximately 180 feet from the rear property line.
Side setback – 30 feet	**Complies.** The swimming pool is set back approximately 500 feet from the side property line.

(II) The proposal complies with the Hidden Hollow at Deer Crest Subdivision Plat.

11343 Snow Top Road contains 10.26 acres (446,762 square feet) and the site has a Single-Family Dwelling. There are no additional plat notes applicable to this CUP.

(III) 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**
1. Size and Location of Site	11343 Snow Top Road is Lot 2 of the Hidden Hollow Subdivision. The Lot contains 10.26 acres (446,762 square feet). The Building Pad is 19,000 square feet. The outdoor swimming pool is within the existing Building Pad and the Limits of Disturbance.
2. Traffic Capacity	The swimming pool will not generate traffic beyond the property's primary Use as a Single-Family Dwelling.
3. Utility Capacity	**No unmitigated impacts.**

4. Emergency Vehicle Access	The proposal will not change emergency access to the property.
5. Off-Street Parking	LMC § 15-3-6(A) requires two off-street parking spaces per Dwelling Unit for a Single-Family Dwelling. LMC § 15-3-6(B) requires one off-street parking space per four persons maximum rated capacity for a Private Recreation Facility. Parking requirements are met by the existing garage and driveway. There is space for 6 cars in the garage, and 2 additional spaces in the driveway.
6. Internal Vehicle and Pedestrian Circulation	The outdoor swimming pool will be used primarily by the property owner and their guests which will not change the Lot's vehicle and pedestrian circulation.
7. Fencing, Screening, and Landscaping	The outdoor swimming pool is located within a courtyard and will be screened from surrounding properties by formed concrete retaining walls that fully enclose the courtyard. The outdoor swimming pool will not be visible from surrounding properties or from Snow Top Road. No additional landscaping is proposed with this CUP.
8. Structure Mass, Bulk, and Orientation	The property slopes upward from Snow Top Road on the east to the west side of the property. The proposed swimming pool is behind the Single-Family Dwelling on the northwest within an enclosed courtyard area.
9. Useable Open Space	**Not applicable.** There are no open space requirements for a Single-Family Dwelling.
10. Signs and Lighting	No Signs or additional lighting are proposed or approved with this application. **Conditions of Approval 2 and 3** prohibit sign installations and require compliance with the dark sky code.

<table>
<tr><td>11. Physical Design and Compatibility with Surrounding Structures</td><td>The Planning, Engineering, and Building Departments will review the final design prior to the issuance of a building permit. The Planning Department will review the swimming pool materials and design for compliance with the Conditions of Approval of this CUP.</td></tr>
<tr><td>12. Noise, Vibration, Odors, Steam, or Other Mechanical Structures</td><td>Mechanical equipment for the outdoor swimming pool will be in the basement of the Single-Family Dwelling.

Regarding noise, the Municipal Code of Park City § 6-3-2 states:
These regulations establish minimum standards to:
A. Reduce the making and reaction of excessive, unnecessary, or unusually loud noises within the limits of Park City, Utah;
B. Prevent the making, creation, or maintenance of such excessive, unnecessary, or unusually loud noises that are prolonged, unusual, or unreasonable in their time, place, or use, that affect and are a detriment to public health, comfort, convenience, safety, or welfare of the residents of the City; and
C. Secure and promote the public health, comfort, convenience, safety, welfare and the peace and quiet of the residents of the City.

Municipal Code of Park City § 6-3-9 outlines the maximum permissible sound levels for Residential Uses:

<table><tr><td>Time</td><td>10:00 PM – 6:00 AM</td><td>6:00 AM – 10:00 PM</td></tr><tr><td>Permissible Levels</td><td>50 dBA</td><td>55 dBA</td></tr></table>
Condition of Approval 4 requires adherence to Municipal Code of Park City Chapter 6-3 Noise.</td></tr>
<tr><td>13. Control of Delivery and Service Vehicles; Loading and Unloading; Screening of Trash and Recycling Pickup Areas</td><td>Vehicles for service and swimming pool maintenance will access the property from Snow Top Road.</td></tr>
</table>

14. Expected Ownership	The Applicant is the owner of record, and the property is maintained as a Single-Family Dwelling.
15. Environmentally Sensitive Lands, Physical Hazards, Historic Mining Waste, Park City Soils Ordinance, or Steep Slope	The swimming pool as proposed is not within the Park City Soils Ordinance boundary, is not impacted by historic mining waste, does not contain other physical hazards, and is not on a Very Steep Slope. The Single-Family Dwelling has already been constructed. All Significant Vegetation will be replaced as per the provided Landscape Plan. As per the 1995 Settlement Agreement, the Hidden Hollow Subdivision is exempted from the provisions of the Sensitive Land Ordinance. (See Exhibits F and G)
16. General Plan Consistency	Goal 7 of the General Plan states that the city strives to create a diversity of primary housing opportunities, allowing full-time residents to have local options for work and play.[4]

(IV) The Hidden Hollow Subdivision is exempted from the Sensitive Land Overlay Criteria outlined in LMC Chapter 15-2.21.

Although the property is located within the Sensitive Land Overlay (SLO), the 1995 Telemark Settlement Agreement exempted the Single-Family Lots in the current Hidden Hollow Subdivision from the provisions of the SLO.

3. The 1995 Settlement Agreement exempted this subdivision from the provisions of the Sensitive Lands Ordinance.

4. The property was annexed to Park City on December 17, 1998. The annexation specified that the subdivision required review and approval by Park City, but that it was not subject to application of the Sensitive Lands Provisions of the Land Management Code.

(V) On March 19, 2024, the Development Review Committee reviewed the proposal and does not require additional Conditions of Approval.[5]

[4] Park City General Plan, Volume 1, Page 70

[5] 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, Engineering 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 April 10, 2024. Staff mailed courtesy notice to property owners within 300 feet on April 9, 2024. The *Park Record* published notice on April 10, 2024.[6]

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 uncertain.

Exhibits
Exhibit A: Draft Final Action Letter
Exhibit B: Proposed Plans
Exhibit C: Hidden Hollow Subdivision at Deer Crest Plat
Exhibit D: Building Permit BL-19-443
Exhibit E: Landscape Plan
Exhibit F: 2000 City Council Staff Report
Exhibit G: 1998 Annexation (Ordinance No. 98-52)
Exhibit H: 1995 Settlement Agreement
Exhibit I: 1995 Settlement Agreement First Amendment
Exhibit J: Wasatch County Density Determination
Exhibit K: First Amended Wasatch County Density Determination

[6] LMC § 15-1-21

Planning Department

April 24, 2024
Kevin Horn

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	11343 Snow Top Road
Zoning District:	Estate Sensitive Land Overlay
Application:	Conditional Use Permit
Project Number:	PL-24-06055
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	April 24, 2024
Project Summary:	The Applicant Proposes Constructing an Outdoor Swimming Pool (Private Recreation Facility) Eight Feet Wide by 12 Feet Long by Five Feet Deep (480 Cubic Feet) in the Estate Zoning District and Sensitive Land Overlay

Action Taken

On April 24, 2024, the Planning Commission conducted a public hearing and approved the Private Recreation Facility (outdoor swimming pool) according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The Site is located at 11343 Snow Top Road.
2. 11343 Snow Top Road is located in the Estate (E) Zoning District and the Sensitive Land Overlay (SLO).
3. The site contains an existing Single-Family Dwelling constructed in 2021.
4. 11343 Snow Top Road is Lot 2 of the Hidden Hollow Subdivision at Deer Crest.
5. In 1995, the Telemark Park Settlement Agreement was recorded that allowed for 4 Single-Family Plots in the current Hidden Hollow Subdivision.
6. On October 21, 1998, the property was annexed by Park City (Ordinance No. 98-52).
7. On April 13, 2000, the City Council approved the Hidden Hollow Subdivision at Deer Crest.

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8. The Lot contains 10.26 acres (446,925.6 square feet).
9. Private Recreation Facilities (outdoor swimming pool) are a Conditional Use in the RD Zoning District and require Planning Commission review and approval.
10. The 1995 Settlement Agreement exempts the Hidden Hollow Subdivision from the provisions of the Sensitive Land Overlay.
11. On February 2, 2024, the Planning Department received a Conditional Use Permit Application to construct an outdoor swimming pool.
12. The proposed outdoor swimming pool is for the benefit of the Property Owner and will not be accessible to the general public.
13. The proposed outdoor swimming pool is located within an enclosed courtyard behind the Single-Family Dwelling.
14. The proposed outdoor swimming pool is within the platted Building Pad.
15. Front Setback – The required Front Setback in the E Zoning District is 30 feet. The outdoor swimming pool is set back approximately 200 feet from the front property line.
16. Side Setback – The required Side Setback in the E Zoning District is 30 feet. The outdoor swimming pool is set back approximately 180 feet from the rear property line.
17. Rear Setback – The required Rear Setback in the E Zoning District is 30 feet. The outdoor swimming pool is set back approximately 500 feet from the side property line.
18. Conditional Use Permits require review pursuant to the criteria outlined in Land Management Code (LMC) § 15-1-10(E).
    a. **Size and Location of Site** – 11343 Snow Top Road is Lot 2 of the Hidden Hollow Subdivision. The Lot contains 10.26 acres (446,762 square feet). The Building Pad is 19,000 square feet. The outdoor swimming pool is within the existing Building Pad and the Limits of Distrubance.
    b. **Traffic Capacity** – The outdoor swimming pool will not generate traffic beyond the property's primary Use as a Single-Family Dwelling.
    c. **Utility Capacity** – No unmitigated impacts.
    d. **Emergency Vehicle Access** – The proposal will not change emergency access to the property.
    e. **Off-Street Parking** – Parking requirements are met by the existing garage and driveway.
    f. **Internal Vehicle and Pedestrian Circulation** – The outdoor swimming pool will be used primarily by the property owner and their guests which will not change the Lot’s vehicle and pedestrian circulation.
    g. **Fencing, Screening, and Landscaping** – The outdoor swimming pool is located within a courtyard and will be screened from surrounding properties by formed concrete retaining walls that fully enclose the

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courtyard. The swimming pool will not be visible from surrounding properties or from Snow Top Road. No additional landscaping is proposed with this CUP.

h. **Structure Mass, Bulk, and Orientation** – The property gradually slopes upward from Snow Top Road on the east to the west side of the property. The proposed outdoor swimming pool is behind the Single-Family Dwelling on the northwest within an enclosed courtyard area.
i. **Useable Open Space** – There are no open space requirements for a Single-Family Dwelling.
j. **Signs and Lighting** – No Signs or additional lighting are proposed or approved with this application.
k. **Physical Design and Compatibility with Surrounding Structures** – The Planning, Engineering, and Building Departments will review the final design prior to the issuance of a building permit. The Planning Department will review the swimming pool materials for compliance with the Conditions of Approval of this CUP.
l. **Noise, Vibration, Odors, Steam, or Other Mechanical Structures** – Mechanical equipment for the outdoor swimming pool will be located in the basement of the Single-Family Dwelling.
m. **Control of Delivery and Service Vehicles; Loading and Unloading; Screening of Trash and Recycling Pickup Areas** – Vehicles for service and swimming pool maintenance will access the property from Snow Top Road.
n. **Expected Ownership** – The Applicant is the owner of record, and the property is maintained as a Single-Family Dwelling.
o. **Environmentally Sensitive Lands, Physical Hazards, Historic Mining Waste, Park City Soils Ordinance, or Steep Slope** – As per the 1995 Settlement Agreement, the Hidden Hollow Subdivision is exempted from the provisions of the Sensitive Land Ordinance.
p. **General Plan Consistency** – Goal 7 of the General Plan states that the City strives to create a diversity of primary housing opportunities, allowing full-time residents to have local options for work and play.

19. The Hidden Hollow Subdivision is exempted from the Sensitive Land Overlay criteria due to the 1995 Telemakr Settlement Agreement.
20. On March 19, 2024, the Development Review Committee reviewed the proposal and does not require additional Conditions of Approval.
21. On April 10, 2024, staff published public notice on the City and Utah Public Notice websites and mailed courtesy notices to property owners within 300 feet.
22. The *Park Record* published notice on April 10, 2024.

Conclusions of Law

1. The Application complies with the requirements of the LMC.
2. The Use is compatible with the 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. The swimming pool shall be within the Building Pad as indicated on the plans.
2. No Sign installations are allowed.
3. All outdoor lighting must be down-directed, fully shielded, with bulbs 3000-degree 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.
4. The Applicant shall adhere to Park City's Noise Ordinance.

If you have questions or concerns regarding this Final Action Letter, please call 435-615-5065 or email jason.berntson@parkcity.org

Sincerely,

Sarah Hall, Planning Commission Chair

CC: Jason Berntson, Project Planner

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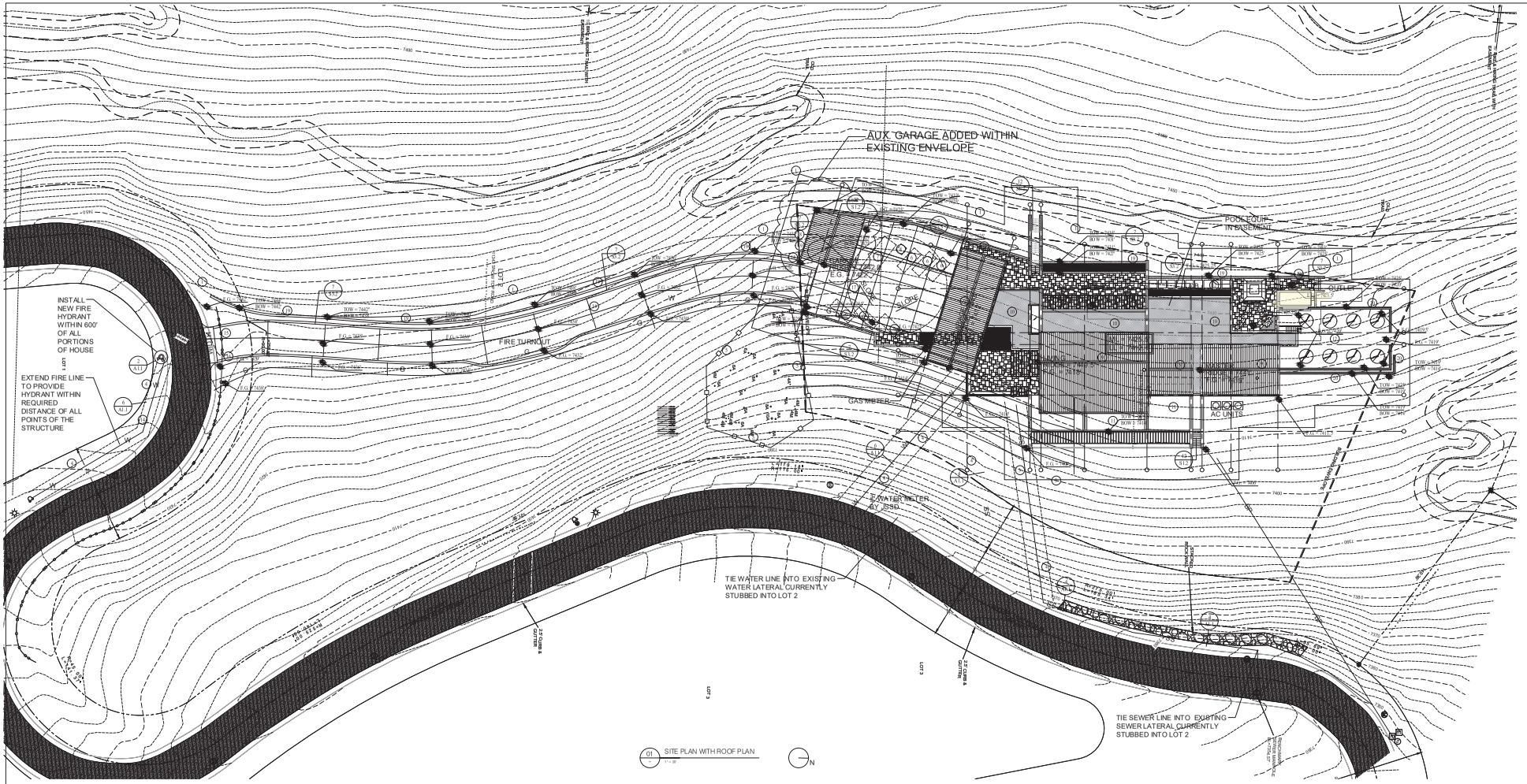
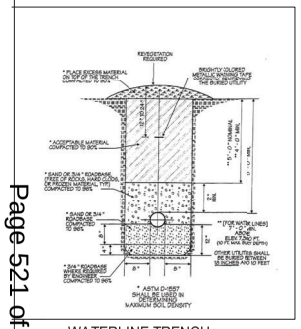


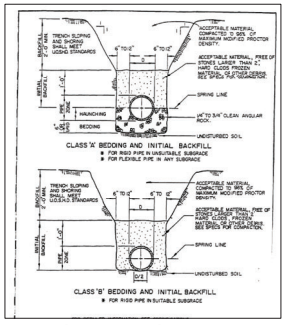
LOT NO.	HH2
LOT SF TOTAL AREA	446,762 SF
DWELLING COVERAGE:	11,263 SF
TOTAL ALLOWABLE:	33,967 SF
IMPERVIOUS SURFACE:	1219 SF
IMPERVIOUS SURFACE (DRIVEWAY):	10,346 SF
IMPERVIOUS TOTAL:	11,565 SF
TOTAL IMPERVIOUS ALLOWABLE:	31,384 SF
PERVIOUS SURFACE:	2405 SF
DRIVE L.O.D.	10290 SF
RESIDENCE L.O.D.	35050 SF

KEYED NOTES:

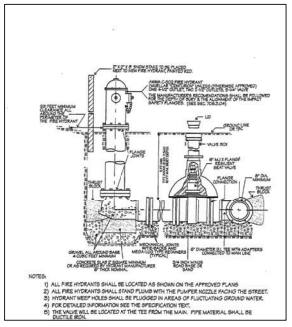
1. LIMITS OF DISTURBANCE - MAX 15' FROM BUILDING
2. LIMIT OF DISTURBANCE SILT FENCING
3. SILT DEPOSIT AREA PER DETAIL
4. CUT FOR UTILITY - TO BE REVEGITATED
5. PROTECTIVE L.O.D. FENCING AROUND TREES
6. CONSTRUCTOIN PARKING
7. DUMPSTER
8. PORTA POTTY
9. STANDING SEAM ROOF
10. GREEN ROOF
11. DECK WITH PAVERS
12. COURTYARD
13. EXISTING TRAIL
14. NEW 6" FIRE LINE AND HYDRANT
15. CUT BACK GUARD RAIL FOR DRIVE ENTRANCE
16. DRIVE ENTRANCE WITH ADDRESS BOLLARD
17. 50' DIA TURN-A-ROUND
18. CONSTRUCTION STAGING AREA
19. CONCRETE RETAINING WALL W/ BOARD FORMED FINISH TO MATCH THE BUILDING FOUNDATION
20. CMU WALL WITH STONE FINISH EXTERIOR



A/A11 WATERLINE TRENCH
SCALE: NONE



A/A11 SEWER TRENCH
SCALE: NONE



A/A11 HYDRANT DETAIL
SCALE: NONE

SCOT AND ALEXANDRA ACKERMAN
11343 N SNOW TOP ROAD
PARK CITY, UT 84060

DRAKE ANDERSON
67 IRVING PLACE 12TH FLOOR NEW YORK 10003
T 212 754 3089
DRAKEANDERSON.COM

HORN PARTNERS ARCHITECTURE
P.O.BOX 386, BOUNTIFUL, UTAH 84011
T 801 232 9333
HORNARCHPARTNERS.COM

ACKERMAN
DEER VALLEY
11343 N SNOW TOP ROAD
PARK CITY, UT 84060

No.	Description	Date

Project number 1714
Date 26 Sep, 2018

Site Plans
A1.01
REV2
Scale 1" = 20'

GENERAL NOTES

1. The Lots are covered by Declaration of Covenants, Conditions and Restrictions for Hidden Hollow Subdivision (the Hidden Hollow Declaration"), which incorporates by reference the Master Declaration of Covenants, Conditions and Restrictions for Deer Crest (the "Master Declaration"). Each lot owner will be a member of the Deer Crest Master Association, a Utah nonprofit corporation (the "Master Association"), as well as the Hidden Hollow Sub-Association (the "Sub-Association"), and will be subject to the terms of the Articles of Incorporation, bylaws, rules and regulations established by both associations from time to time. Construction of the structures on each Lot shall be subject to the substantive terms of the Deer Crest Design Guidelines ("Design Guidelines"), as established and amended from time to time by the Master Association, and as administered by the Sub-Association. The siting and design of each structure shall be subject to approval by the Sub-Association prior to commencement of construction following the process established by the Design Guidelines, as modified by the Sub-Association. Following approval by the Sub-Association, construction on the Lot must secure the approval of and building permits from applicable government entities.

2. The following easements are dedicated by the recordation of this plat for use by the Developer, the Master Association, parties identified in the plat notes as benefited by a specific easement, Lot owners, owners of units within condominium or multifamily projects within the Deer Crest Project subject to the access limitations in note 13 and guests and permitted invitees, including easements covering all areas within the legal description of the Lots and outside of the building envelope shown in any Lot:
   - An easement for ingress and egress across all private roadways shown on the Plat.
   - An easement for the maintenance and construction of the roads and related slopes and retaining walls across portions of Lots outside of building envelopes and adjacent to the roads.
   - An easement for all public utilities and for drainage across portions of all Lots outside the building envelopes which also runs in favor of each utility providing services within the Deer Crest Project.
   - Other easements relating to the construction, landscaping, improvements and sales of the Deer Crest Project by the Owner and the operations of the Sub-Association and Master Association as are described in the Hidden Hollow Declaration and the Master Declaration.
3. The Deer Crest Project is also subject to existing easements and other interests of record.
4. The maximum residence building pad line for each lot is as follows:
   Lot 1 – Building Envelope A 10,000 sq. ft. – Building Envelope B 19,000 sq. ft.
   Lot 2 – Building Envelope A 19,000 sq. ft.
   Lot 3 – Building Envelope A 19,000 sq. ft.
   Lot 4 – Building Envelope A 10,000 sq. ft. – Building Envelope B 19,000 sq. ft.
   Lot 5 – Building Envelope A 19,000 sq. ft.
5. The limits of disturbance on each Lot shall be minimized; however, in no event shall the disturbance exceed an area that is 15.00 feet from the outside face of grade of any structure to be constructed on any Lot. In addition, significant clusters of vegetation and large tree specimens shall be preserved where possible or where required by the Sub-Association. Such clusters of vegetation and large trees shall be identified on a preliminary landscape plan which shall be submitted to the Sub-Association with the first submittal of proposed improvement plans.
6. Irrigated landscape shall be limited to 2,500 square feet and the additional area to be served by drip irrigation systems shall be limited to 7,500 square feet. The proposed location of irrigation systems shall be reflected on the final landscape plan.
7. The roads within the Subdivision are classified as private. All road maintenance, including snow removal, shall be arranged and paid for by the Master Association. Driveways shall be constructed in accordance with the requirements of the Uniform Fire Code and any exceptions granted pursuant thereto.
8. A soils report is available from the Developer for review. It is required that the lot owner consult a qualified geotechnical engineer and other design professionals to conduct a lot-specific investigation prior to site development for all grading, driveway, and building construction. Existing mine workings have been identified and analyzed by AGRA Earth and Environmental Geotechnical Engineers. Their report has been recorded at the Wasatch County, Utah Recorder's Office as part of the Master Declaration.
9. Local service providers or approved alternate(s):
   Utah Power – Electrical Service
   Questar Gas Company – Gas Service
   U.S. West Communications – Telephone Service
   JSSD – Water Supply and Treatment Service
10. Residential structures shall be fire sprinkled pursuant to Park City requirements, modified 13-D system, and shall be constructed in accordance with the provisions of the Uniform Fire Code (UFC). See the Design Guidelines. No wood roofing is allowed.
11. Strips identified on this Plat as "10' Bike and Hiking Trail With Easement" shall be conveyed by the Owner to Park City Municipal Corporation following recordation. The Park City Municipal Corporation shall be invested with fee title to such strips and shall be solely responsible for the ownership, maintenance and operation of such strips except as otherwise expressly stated to the contrary in this Plat. Each strip shall terminate one (1) inch from the edge of each Lot line which would otherwise be intersected by such strip. Non-exclusive recreational easements are hereby dedicated over each such strip. In addition, exclusive non-recreational access easements for owners of Lots bordering each such strip are hereby dedicated.
12. The access through the eastern perimeter controlled access gate and the western perimeter controlled access gate is limited solely to residents and guests of properties within the gates and shall other wise be closed at all times.
13. All construction traffic regardless of vehicular weight is limited to U.S. Highway 40 and the eastern perimeter controlled access gate. Construction access is prohibited through the western gate.
14. Public safety access and utility easements are hereby dedicated for all roadways, emergency access roads, and bike trails.
15. Permanent maintenance of all perimeter gates and roadways, including snow removal, shall be the sole responsibility of the Master Association to the reasonable satisfaction of Park City.
16. The owner of the parcels shall not modify or disturb the established trails, structures, slopes, landscaping and other improvements built by the developer, without consent of the Sub-Association. Roads and related slopes as constructed may encroach on building envelopes, and an easement is hereby granted for such encroachments.
17. Maintenance of all storm water and water quality facilities shall be the sole responsibility of the Master Association.
18. The Master Declaration and the Design Guidelines contain restrictions on the modification of established drainage channels on Lots. Some established drainage channels may affect the building envelopes designated on the plat. The Park City Land Management Code guidelines apply.
19. The Subdivision is created together with easements across certain rights-of-way shown on the Plat and certain additional rights-of-way shown on the plats of Deer Crest Estates Subdivision–Phase I, Deer Crest Estates Subdivision–Phase 2, Snowtop Subdivision, Deer Hollow Village master plat, Roosevelt Gap master plat and the Deer Crest Village at the Deer Crest Resort master plat, each of which is recorded prior to or contemporaneously with, or is intended to be recorded after, this plat.
20. The building envelopes specifically designated as "Horse" on lots 1, 4 and 5 may accommodate horses as follows:
   - Lot 1 may accommodate a maximum of three horses.
   - Lots 4 and 5 may accommodate a maximum of four horses.
   - The maximum barn footprint is 2500 sq. ft. limited to a 23.00 foot building height.
   - The maximum graded area (limits of disturbance) for horse use (in addition to the barn footprint) is 10,000 sq. ft.
   - Horse accommodations are prohibited on lots 2 and 3.
   - Residence and horse accommodations need not be located on the same building envelope.

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CH. BEARING	DELTA
C1	100.00	61.23	60.28	N85°04'08"W	35°04'50"
C2	125.00	103.69	100.75	N78°50'40"W	47°31'46"
C3	15.50	12.30	11.98	N79°52'46"W	45°27'32"
C4	143.26	69.59	68.91	S88°41'35"E	27°49'55"
C5	118.26	57.45	56.88	S88°41'35"E	27°49'55"
C6	93.26	45.30	44.86	S88°41'35"E	27°49'55"
C7	125.00	148.49	139.91	S40°44'47"E	68°03'42"
C8	150.00	178.18	167.89	S40°44'47"E	68°03'42"
C9	65.00	181.15	127.96	S73°07'27"W	159°40'47"
C10	40.00	111.48	78.75	S73°07'27"W	159°40'47"
C11	45.00	151.71	89.41	N56°23'08"E	193°09'26"
C12	70.00	235.99	139.08	N56°23'08"E	193°09'26"
C13	95.00	159.08	141.13	N07°46'40"E	95°56'30"
C14	20.00	45.59	36.34	N09°33'36"W	130°37'02"
C15	140.00	101.01	98.83	N84°27'46"E	41°20'15"
C16	165.00	256.79	231.65	N71°37'15"W	89°10'12"
C17	190.00	295.70	266.75'	N71°37'15"W	89°10'12"
C18	475.00	133.66	133.22	S32°07'54"E	16°07'22"
C19	500.00	140.70	140.23	S32°07'54"E	16°07'22"
C20	525.00	147.73	147.25	S32°07'54"E	16°07'22"
C21	175.00	179.18	171.46	S05°15'43"W	58°39'52"
C22	150.00	153.58	146.96	S05°15'43"W	58°39'52"
C23	125.00	127.99	122.47	S05°15'43"W	58°39'52"
C24	325.00	107.73	107.24	N25°05'52"E	18°59'33"
C25	300.00	180.37	177.67	N17°22'12"E	34°26'53"
C26	275.00	165.34	162.86	N17°22'12"E	34°26'53"
C27	90.00	55.69	54.80	S17°52'20"W	35°27'09"
C28	90.00	326.80	174.63	N40°24'36"W	208°02'59"
C29	15.50	20.63	19.14	S25°31'03"W	76°15'41"
C30	65.00	291.83	101.57	N51°14'01"W	257°14'27"
C31	15.50	41.06	30.07	N88°30'21"W	151°47'07"
C32	67.00	180.04	130.55	S89°35'35"E	153°57'35"
C33	42.00	112.86	81.84	S89°35'35"E	153°57'35"
C34	95.00	82.86	80.26	S38°24'56"W	49°58'36"
C35	70.00	61.06	59.14	S38°24'56"W	49°58'36"
C36	275.00	63.67	63.52	S70°02'10"W	13°15'52"
C37	250.00	57.88	57.75	S70°02'10"W	13°15'52"
C38	475.00	279.03	275.04	N59°50'22"E	33°39'27"

LINE TABLE

LINE	LENGTH	BEARING
L1	57.04	S27°07'09"E
L2	15.44	S77°23'13"W
L3	15.37	N12°36'47"W
L4	22.11	N12°36'47"W
L5	50.00	N77°23'13"E
L6	22.11	N12°36'47"W
L7	86.95	N12°36'47"W

BUILDING PAD CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CH. BEARING	DELTA
BC44	150.00	118.59	115.53	N79°57'35"W	45°17'54"
BC45	68.26	33.16	32.83	S88°41'35"E	27°49'55"
BC46	100.00	118.79	111.93	S40°44'47"E	68°03'42"
BC47	215.00	227.15	216.73	N57°18'09"W	60°32'00"
BC48	120.00	136.27	129.06	N07°39'43"W	65°03'45"
BC49	450.00	126.63	126.21	S32°07'54"E	16°07'22"
BC50	200.00	95.97	95.05	S20°50'51"W	27°29'36"
BC51	250.00	150.31	148.05	N17°22'12"E	34°26'53"
BC52	115.00	142.16	133.28	N67°53'43"W	70°49'45"
BC53	300.00	69.45	69.30	S70°02'10"W	13°15'52"
BC54	450.00	264.35	260.56	N59°50'22"E	33°39'27"
BC55	250.00	55.88	55.76	N22°11'37"E	12°48'21"
BC56	850.00	187.39	187.01	S22°26'23"W	12°37'52"
BC57	115.00	16.42	16.41	N04°14'11"E	08°10'50"

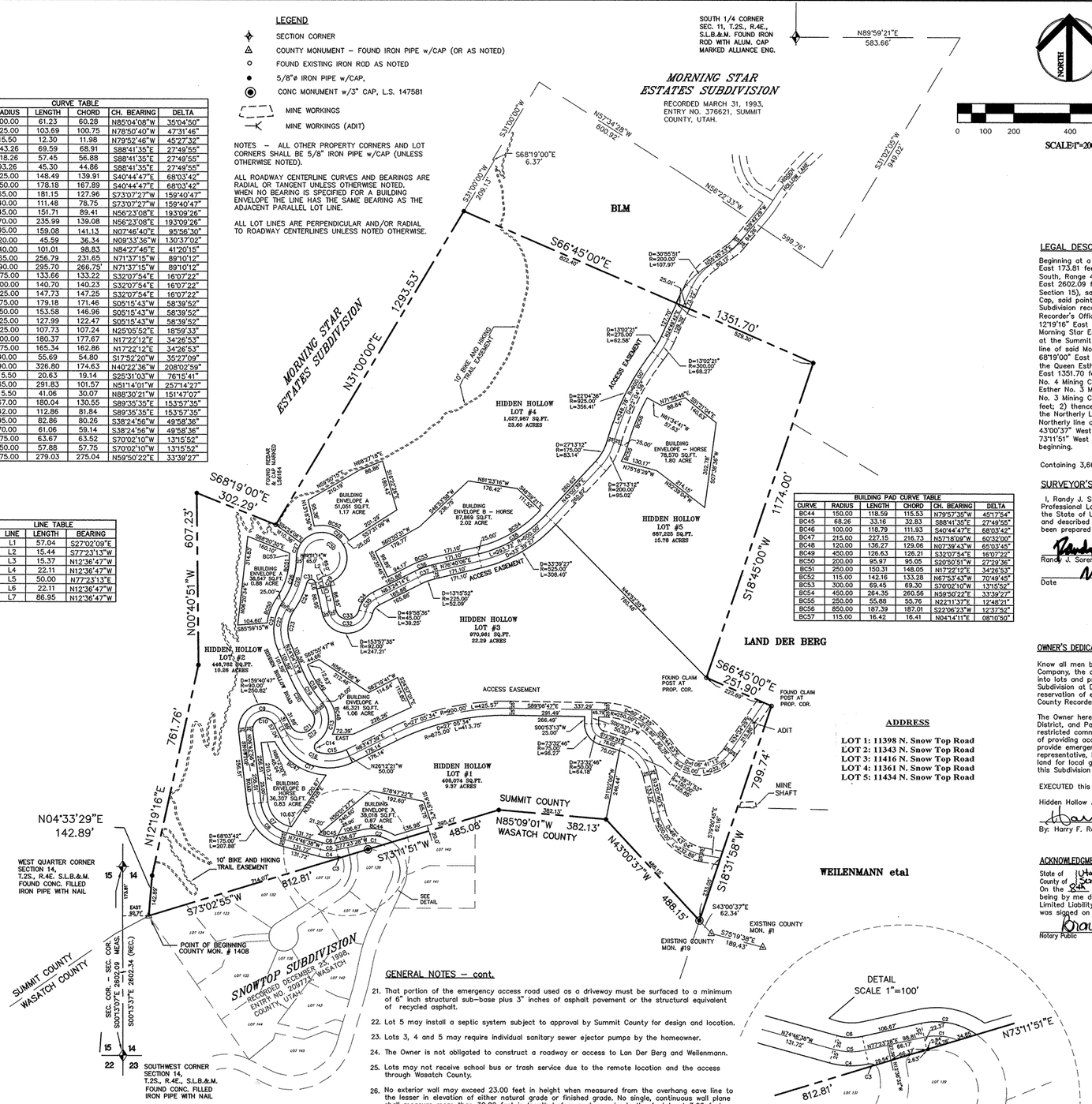
LEGEND

- SECTION CORNER
- COUNTY MONUMENT – FOUND IRON PIPE w/CAP (OR AS NOTED)
- FOUND EXISTING IRON ROD AS NOTED
- 5/8"ø IRON PIPE w/CAP,
- CONC MONUMENT w/3" CAP, L.S. 147581
- MINE WORKINGS
- MINE WORKINGS (ADIT)

NOTES – ALL OTHER PROPERTY CORNERS AND LOT CORNERS SHALL BE 5/8" IRON PIPE w/CAP (UNLESS OTHERWISE NOTED).

ALL ROADWAY CENTERLINE CURVES AND BEARINGS ARE RADIAL OR TANGENT UNLESS OTHERWISE NOTED. WHEN NO BEARING IS SPECIFIED FOR A BUILDING ENVELOPE THE LINE HAS THE SAME BEARING AS THE ADJACENT PARALLEL LOT LINE.

ALL LOT LINES ARE PERPENDICULAR AND/OR RADIAL TO ROADWAY CENTERLINES UNLESS NOTED OTHERWISE.

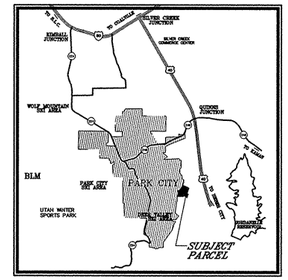


ADDRESS

LOT 1: 11398 N. Snow Top Road
LOT 2: 11343 N. Snow Top Road
LOT 3: 11416 N. Snow Top Road
LOT 4: 11361 N. Snow Top Road
LOT 5: 11434 N. Snow Top Road

GENERAL NOTES – cont.

21. That portion of the emergency access road used as a driveway must be surfaced to a minimum of 6" inch structural sub–base plus 3" inches of asphalt pavement or the structural equivalent of recycled asphalt.
22. Lot 5 may install a septic system subject to approval by Summit County for design and location.
23. Lots 3, 4 and 5 may require individual sanitary sewer ejector pumps by the homeowner.
24. The Owner is not obligated to construct a roadway or access to Lan Der Berg and Weilenmann.
25. Lots may not receive school bus or trash service due to the remote location and the access through Wasatch County.
26. No exterior wall may exceed 23.00 feet in height when measured from the overhang eave line to the lesser in elevation of either natural grade or finished grade. No single, continuous wall plane shall measure more than 30.00 feet in length before a change in depth of at least 3.00 feet.



LEGAL DESCRIPTION

Beginning at a point on the Summit–Wasatch County Line, said point being South 00°13'17" East 173.81 feet and East 92.71 feet from the East Quarter Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian (Basis of bearing being South 00°13'17" East 2602.09 feet between said East Quarter Corner and the Southeast Corner of said Section 15), said point of beginning also being County Monument #1408, an Iron Pipe with Cap, said point of beginning also being on the Northerly Line of Snowtop Subdivision, a Subdivision recorded December 23, 1998 as Entry No. 209773 at the Wasatch County, Utah, Recorder's Office; and running thence North 04°33'29" East 142.89 feet; thence North 12°19'16" East 761.76 feet; thence North 00°40'51" West 607.23 feet to the Southerly Line of Morning Star Estates Subdivision, a Subdivision recorded March 31, 1993 as Entry No. 376621 at the Summit County, Utah, Recorder's Office; thence along said Southerly and the Easterly line of said Morning Star Estates Subdivision the following two (2) courses: 1) thence South 68°19'00" East 302.29 feet; 2) thence North 31°00'00" East 1293.53 feet to the North line of the Queen Esther No. 5 Mining Claim (MS8979); thence along said North Line South 66°45'00" East 1351.70 feet; thence along the East Line of said Queen Esther No. 5 and Queen Esther No. 4 Mining Claims South 18°45'00" West 1174.00 feet to the North Line of the Queen Esther No. 3 Mining Claim; thence along said North and the East Line of said Queen Esther No. 3 Mining Claim the following two (2) courses: 1) thence South 66°45'00" East 251.90 feet; 2) thence South 18°31'58" West 799.74 feet to the Summit–Wasatch County Line and the Northerly Line of said Snowtop Subdivision; thence along said County Line and said Northerly line of Snowtop Subdivision the following four (4) courses: 1) thence North 43°00'37" West 488.15 feet; 2) thence North 85°09'01" West 382.13 feet; 3) thence South 73°11'51" West 485.08 feet; 4) thence South 73°02'55" West 812.81 feet to the point of beginning.

Containing 3,666,541 Sq. Ft. or 84.17 Acres more or less.

SURVEYOR'S CERTIFICATE:

I, Randy J. Sorenson, on behalf of the Jack Johnson Company, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 155696 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, and that this plat is a correct representation of the land surveyed and has been prepared in conformity with the minimum standards and requirements of the law.

Randy J. Sorenson

May 02, 2001
Date

PROFESSIONAL LAND SURVEYOR No. 155696 R. J. SORENSON STATE OF UTAH

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents: That Hidden Hollow Associates, L.L.C., a Utah Limited Liability Company, the owner of the hereon described tract of land, hereby causes the same to be divided into lots and private roadways, as shown hereon, hereafter to be known as Hidden Hollow Subdivision at Deer Crest, subject to the declaration of covenants, conditions, restrictions and reservation of easements for Hidden Hollow Subdivision at Deer Crest, recorded in the offices of the County Recorder of Summit County, Utah, in Book , Page .

The Owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Sewer Improvement District, and Park City Fire Service District, a non–exclusive easement over streets, driveways, restricted common areas, common areas and utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use and eventual replacement and to provide emergency services to said Hidden Hollow Subdivision at Deer Crest. The Owner, or his representative, hereby irrevocably offers for dedication to the City of Park City all the streets, and land for local government uses, easements, parks and required utilities and easements shown on this Subdivision Plat and construction plans in accordance with an irrevocable offer of dedication.

EXECUTED this 8 day of May , 2001.

Hidden Hollow Associates, L.L.C., a Utah Limited Liability Company

By: Harry F. Reed, Managing Member.

ACKNOWLEDGMENT

State of Utah
County of Summit
On the 8th day of May , 2001, personally appeared before me, Harry F. Reed who, being by me duly sworn, did say that he is Managing Member of Hidden Hollow Associates, L.L.C., a Utah Limited Liability Company and that the within and forgoing Owner's Dedication and Consent to Record was signed on behalf of said Company, and he duly acknowledged that said Company executed the same.

Notary Public My commission expires:

NOTARY PUBLIC BRONWYN R. ROSS 1777 Sun Peak Drive Park City, Utah 84098 Commission Expires August 31, 2001 STATE OF UTAH

HIDDEN HOLLOW SUBDIVISION AT DEER CREST

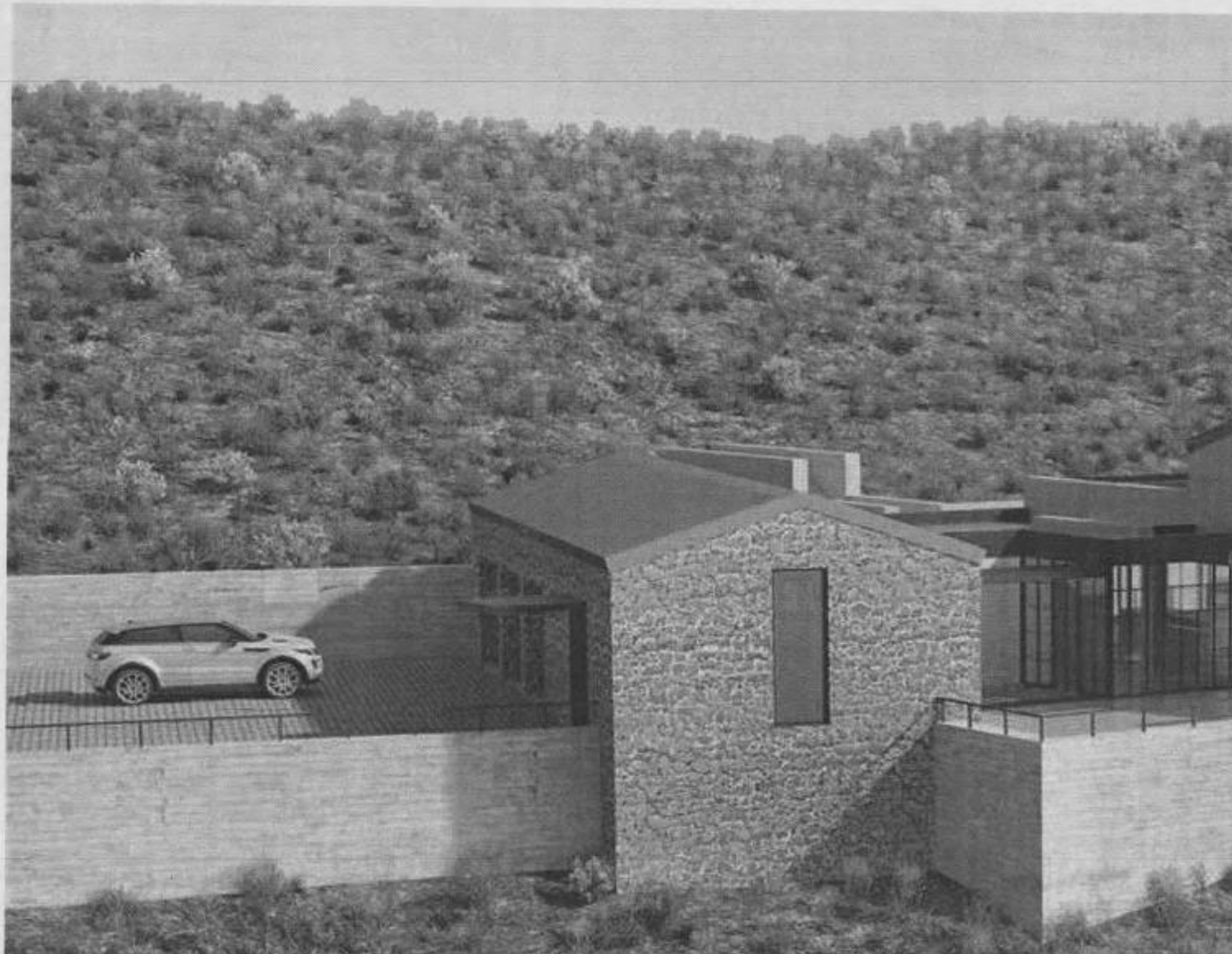
LOCATED IN THE WEST HALF OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH

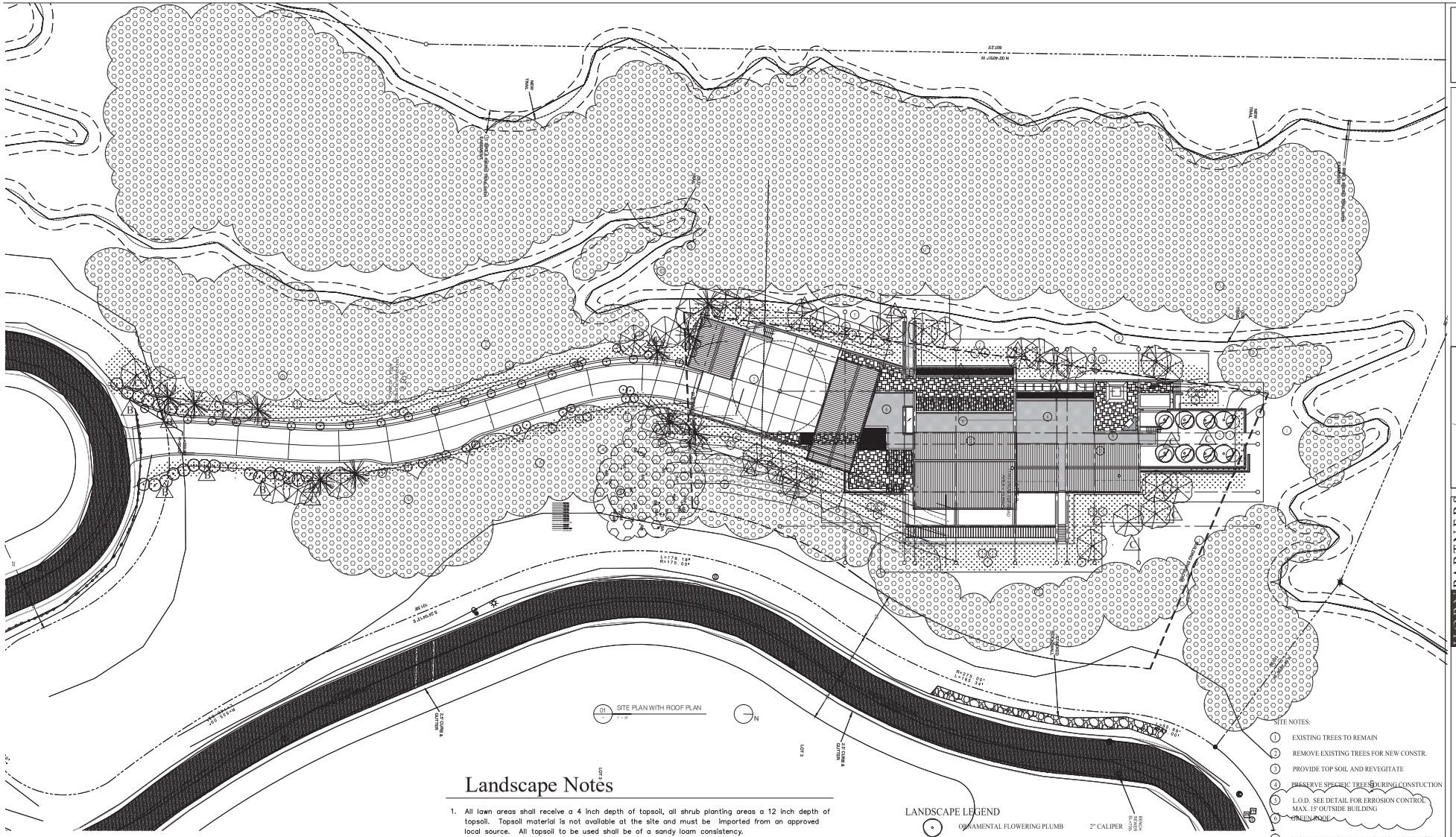
CITY PLANNING COMMISSION	SEWER DISTRICT	CITY ENGINEER	CITY COUNCIL	APPROVAL AS TO FORM	RECORDED
APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS 22nd DAY OF June 2001.	REVIEWED FOR CONFORMANCE TO JORDANELLE SPECIAL SERVICE DISTRICT STANDARDS THIS 22 DAY OF May 2001.	APPROVED AND ACCEPTED BY THE PARK CITY ENGINEERING DEPARTMENT ON THIS 18TH DAY OF JUNE 2001.	PRESENTED TO THE PARK CITY COUNCIL THIS 28 DAY OF JUNE 2001. AT WHICH TIME THIS PLAT WAS APPROVED.	APPROVED AS TO FORM ON THIS 29TH DAY OF JUNE 2001.	No. 592853 STATE OF UTAH COUNTY OF Summit RECORDED AND FILED AT THE REQUEST OF: Coalition Title DATE: 7-6-2001 TIME: 9:51 AM Fee: 35.00
CHAIRMAN	J.S.S.D.	CITY ENGINEER	MAYOR / CITY RECORDER	CITY ATTORNEY	COUNTY RECORDER

THE JACK JOHNSON COMPANY
1777 Sun Peak Dr. * Park City, Utah 84098
(801) 645–9000 * fax (801) 649–1620

V:\PROJECTS\3140Deer Crest\Hidhollo\DEST-REV2.dwg Wed May 02 14:54:52 2001 B.Olsen

Hidden Hollow SUB at Deer Crest





Irrigation Notes

1. Provide a complete underground irrigation system including all back flow preventers piping, automated control valves, controls, sprinkler heads, and control wiring for a complete system as required to support plantings.
2. Provide the following key noted irrigation systems on the cycle indicated (1 thru 12)

A Area pop-up spray heads for turf. 500 SF

B Area tall spray heads for shrubs. 2000 SF

C Drip system. 7500 SF

Landscape Notes

1. All lawn areas shall receive a 4 inch depth of topsoil, all shrub planting areas a 12 inch depth of topsoil. Topsoil material is not available at the site and must be imported from an approved local source. All topsoil to be used shall be of a sandy loam consistency.
2. All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from the site.
4. Plant backfill mixture shall be composed of 3 parts topsoil to 1 part humus additive, and shall be rotary mixed on-site prior to installation.
5. Upon completion of planting operations, all shrub and tree wells shall receive a 3 inch depth of appropriate mulch cover. All perennial areas (if any) shall receive a 3 inch depth of fine ground bark ("Soil Pep") tilled into the top 6 inches of topsoil.
6. All lawn and shrub areas shall be separated with pvc border, to be installed per manufacturer's recommendations.
7. All landscape boulders shall be of similar color to any exterior building stone, etc. that may be used in the construction.
8. The project shall be swept clean of dirt and debris prior to completion of the project.
9. The landscape contractor shall be responsible for maintaining the entire project for a period through the second mowing of the lawn, or 30 days, whichever is greater.
10. The contractor shall comply with all warranties and guarantees set forth by the Owner, and in no case shall that period be less than one year following the date of completion and acceptance.
11. The contractor shall line all planting areas with weed barrier fabric, and bark.

NOTE ON TREE COUNT:
THE RECORDED PLAT LIMITS DISTURBANCE TO 15' OUTSIDE BUILDING AND THUS LIMITS DISTURBANCE OF TREES. THIS WAS RECORDED PRIOR TO PARK CITY ORDINANCE TO REPLACE TREES TO BE REMOVED AND MAKES IT IMPOSSIBLE TO REPLACE THE TREES UNDER THE PROPOSED FOOTPRINT WITHIN THE 15' OF DISTURBANCE. IT IS FURTHER LIMITED BY THE URBAN TREE GUIDELINE TO LIMIT LANDSCAPE TO 10' AWAY FROM BUILDING.

NOTE: 50 NEW TREES ARE PROVIDED TO OFFSET THE TREES REMOVED FOR THE BUILDING FOOTPRINT.

LANDSCAPE LEGEND

	ORNAMENTAL FLOWERING PLUMB	2" CALIPER
	NEW WHITE PINE TREE	(6) @ 12' MIN.
	NEW ASPEN TREES	4' TO 8' IN HEIGHT
	FEATHER REED GRASS	2 GAL.
	UTE-LITE ROOFTOP SOIL SYSTEM W/ NATIVE GRASSES	SEEDED
	PROTECTED EXISTING TREES AS NOTED ON SURVEY	
	EXISTING TREES TO REMAIN	
	TURF - BUFFALO GRASS (BOUTELOUA DACTYLOIDES)	
	REVIGITATE WITH NATIVE GRASSES AND WILD FLOWERS	HYDROSEED

NATIVE GRASSES AND WILD FLOWERS MIX

COMMON NAME	BOTANICAL NAME	ANNUAL / PERENNIAL
BABY'S BREATH	GYPSOPHILA ELEGANS	ANNUAL
DWARF CORNFLOWER/BACHELOR BUTTON	CENTAUREA CYANUS	ANNUAL
ROCKY MOUNTAIN PENSTEMON	PENSTEMON STRICTUS	PERENNIAL
LEMON MINT	MONARDA CITIODORA	ANNUAL
WILD BLUE COLUMBINE	AQUILEGIA CAERULEA	PERENNIAL
FIVE SPOT	NEMOPHILIA MACULATA	ANNUAL
MEXICAN HAT	RATIBIDA COLUMNARIS	PERENNIAL
TALL CORNFLOWER/BACHELOR BUTTON	CENTAUREA CYANUS	ANNUAL
RED CORN POPPY (LEGION POPPY)	PAPAVER RHOEAS	ANNUAL
LANCE LEAF COREOPSIS	CORECOPSIS LANCEOLATA	ANNUAL
MIXED RED POPPY (SHIRLEY POPPY)	PAPAVER RHOEAS	ANNUAL
WILD COSMOS	COSMOS BIPINNATUS	ANNUAL
CALIFORNIA POPPY	ESCHSCHOLZIA CALIFORNICA	ANNUAL/PERENNIAL
BLANKETFLOWER	GAILLARDIA ARISTATA	PERENNIAL
BLACK EYED SUSAN	RUDBECKIA HIRTA	BIENNIAL
WILD PERENNIAL LUPINE	LUPINUS PERENNIS	PERENNIAL
PURPLE CONEFLOWER	ECHINACEA PURPUREA	PERENNIAL
RUSSEL LUPINE	LUPINUS POLYPHYLLUS	PERENNIAL
PLAINS COREOPSIS	CORECOPSIS TINCTORIA	ANNUAL
SIBERIAN WALLFLOWER	CHEIRANTHUS ALLIONII	BIENNIAL
BLUE FLAX	LINUM USITATISSIMUM	ANNUAL
SCARLET FLAX	LINUM GRANDIFLORUM RUBRUM	ANNUAL
DRUMMOND PHLOX	PHLOX DRUMMONDII	ANNUAL
SULPHUR/ORANGE COSMOS	COSMOS SULPHUREUS	ANNUAL
GLORIOSA DAISY	RUDBECKIA GLORIOSA	PERENNIAL

SCOT AND ALEXANDRA ACKERMAN
11343 N SNOW TOP ROAD
PARK CITY, UT 84060

DRAKE/ANDERSON
67 IRVING PLACE 12TH FLOOR NEW YORK 10003
T 212 754 3099
DRAKEANDERSON.COM

HORN PARTNERS ARCHITECTURE
P O BOX 386, BOUNTIFUL, UTAH 84011
T 801 232 9333
HORNANDPARTNERS.COM

ACKERMAN
DEER VALLEY
11343 N SNOW TOP ROAD
PARK CITY, UT 84060

No.	Description	Date

Project number 1714
Date 26 Sep, 2018

LANDSCAPE PLAN

L1.01

Scale 1" = 20'

CITY COUNCIL STAFF REPORT

DATE: March 21, 2000
DEPARTMENT: Planning
AUTHOR: Nora L. Shepard
TITLE: Hidden Hollow
TYPE OF ITEM: Final Subdivision Plat and Amendment to the Deer Crest Settlement Agreement

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SUMMARY RECOMMENDATIONS: This is a work session only. The Planning Commission recommended that the City Council conditionally approve the final subdivision plat and amend the Deer Crest Settlement Agreement to allow 5 lots in Hidden Hollow.

DESCRIPTION

Owners:	Hidden Hollow, LLC represented by Harry Reed and Jim Lavender
Location	A portion of the Deer Crest Development, adjacent to Morning Star Estates
Zoning:	Estate-MPD and Recreation Open Space-MPD
Adjacent Land Uses:	Low Density Residential
Reason for Review:	Final Subdivision Plat Approval Request

B. Background

The Hidden Hollow property was included the Settlement Agreement between the City and Telemark Park, now known as Deer Crest. The Hidden Hollow portion of the project lies in Summit County, unlike the balance of the Deer Crest project which lies in Wasatch County. It is not currently owned by Deer Crest, and is being developed separately, although the area is included in the Master Homeowners Association for Deer Crest. The property is immediately adjacent to the Snowtop Subdivision, which lies in Wasatch County. A map of Deer Crest is attached for your use as Exhibit A. It is anticipated that Hidden Hollow will develop concurrently with the Snowtop Subdivision. The Snowtop subdivision (15 single family parcles) was also annexed into the City limits. The plat was recorded with Wasatch County prior to annexation. The road to Snowtop and Hidden Hollow is under construction and will be completed sometime this summer.

The Hidden Hollow property was annexed to Park City at the same time as the Deer Crest

Annexation which included Snowtop, Roosevelt Gap and Deer Hollow (December, 1998). A copy of the Annexation Ordinance for Hidden Hollow is attached as Exhibit B.

The Settlement Agreement allows for 4 single family parcels to be created in Hidden Hollow. An attachment to the Settlement Agreement shows a 4 lot configuration with designated building envelopes. The agreement also states that Hidden Hollow and Snowtop are exempt from having to provide a visual analysis. Now that the property is within the City Limits, a subdivision plat is necessary to create the subdivision.

The subdivision would be accessed via an extension of the road serving the Snowtop subdivision. A secondary, emergency access road is planned to extend from Hidden Hollow and connect to the emergency access road from Morning Star Estates. The secondary access road is to be a 20 foot wide asphalt road, the minimum necessary Fire Code width in this area due to wildland brushfire potential.

The Planning Commission reviewed the 4 lot layout in the Settlement Agreement and visited the site to evaluate the plan. Based upon that review, the Planning Commission asked the applicant to relook at the road location and the building envelopes. The Planning Commission directed the applicant to try to align the proposed road in as close as possible to the same location of the an existing dirt road. In addition, a number of building envelopes would have been highly visible from Hwy 248. The Planning Commission indicated that if the road and the building envelopes could be relocated, they would consider 5 lots instead of 4.

Commissioner Larson and various members of the staff met in the field several times to review potential road and building envelope locations. The proposal before the City Council at this time reflects a five lot subdivision, with fewer and less visible potential building envelopes. The road has also been realigned consistent with the Planning Commission direction.

C. Project Description

The revised subdivision layout includes 5 single family parcels and an access road which more closely follows the alignment of the existing dirt road. A copy of the proposed plat is attached as Exhibit C. The parcels are proposed to be sized as follows:

Lot 1 386,057 sf or 8.86 acres
Lot 2 446,762 sf or 10.26 acres
Lot 3 994,481 sf or 22.83 acres
Lot 4 1,027,987 sf or 23.60 acres
Lot 5 687,225 sf or 15.78 acres

As a result of the Planning Commission process, each parcel has designated building envelopes different from those shown in the Settlement Agreement. Lots 1, 2 and 4 have more than one building envelope shown on the plat. Only one of the envelopes can be used for the primary dwelling, but the property owner would have the option to use either of the envelopes shown. A visual analysis was performed by the applicant, even though the City could not require it according to the Settlement Agreement. This property is in a hollow and is seen only from a

short section of Highway 40 and from Highway 248 as it leads to Kamas. Building envelopes were relocated or eliminated to minimize visibility.

The applicant is requesting that horses be allowed on specific building envelopes on lots 1, 4 and 5, subject to administrative Conditional Use Review. There is a hiking/biking/equestrian trail which has been graded on the site connecting the Deer Crest trails with the Solamere trails.

D. Issues for Discussion

House Size

The applicant is requesting that maximum house sizes for this subdivision be fairly large. The parcels are large and generally not visible from established vantage points. The staff and applicant conducted a field analysis of larger homes in Park City. In general, siting and design of the home have more to do with the large appearance of a home than the actual square footage. Assuming that visual impact is the primary rationale for limiting building size, the applicant has identified maximum square footages which are smaller on the more visible building sites and larger on the less visible sites. The Planning Commission discussed this issue at length. A copy of the Planning Commission minutes is attached for your review (Exhibit D).

The Planning Commission recommends the following maximum building sizes:

Lot 1	Envelope A	13,000 sf (the average in Snowtop is about 9800 sf)
	Envelope B	19,000 sf
Lot 2	Envelope A	19,000 sf
	Envelope B	13,000 sf
Lot 3		19,000 sf
Lot 4	Envelope A	13,000 sf
	Envelope B	19,000 sf
Lot 5		19,000 sf

The square footage would be measured according to the definition in the Land Management Code at the time a building permit is applied for.

All single family residences in Hidden Hollow would be subject to the Deer Crest Architectural Guidelines which regulate the siting and design of structures to decrease the apparent mass. The homes would also be subject to the Park City Design Guidelines in effect at the time of building permit application. The Planning Commission recommended that additional guidelines be applied to Hidden Hollow which would further reduce the apparent mass of the structures. That language has been added in the conditions of approval and will be required to be shown on the plat.

The Settlement Agreement does not address maximum house size in Hidden Hollow. The

architectural guidelines for Deer Crest does specify maximum house and coverage sizes based upon the size of the lot upon which a house sits. According to those guidelines, lots of this size would not have a maximum house size restriction.

Horses

The applicant is requesting that the subdivision approval include permission for horses on lots 1, 4 and 5. The request is for a maximum of 3 horses on lot 1, and a maximum of 4 horses on lots 4 and 5. A maximum barn footprint of 2500 sf is proposed, and a maximum graded area of 10,000 sf, for lots 1,4 and 5.

The staff was initially opposed to horses on the parcels, as they were originally laid out. With the revised road and lot layout, however, it appears that there may be fairly flat areas on lots 1,4 and 5 which could accommodate horses. The staff would recommend that specific, potential locations for a barn and grading be shown on the plat and that the actual approval of the horse use be deferred to an administrative Conditional Use Permit. Only the owners of lots 1, 4 and 5 would be allowed to apply for the administrative CUP. In reviewing the administrative CUP, the following criteria should be evaluated:

- Slope of area proposed for the horses to be kept - horses should only be kept in areas of less than 15% slope. Significant grading should not be necessary to achieve this.
- Proximity to adjacent building pads
- Vegetation type - existing open areas should be used and significant vegetation removal should not be necessary.
- Animal Management Plan - this should address, at a minimum, erosion control, waste disposal, and odor control.

Amendment to the Settlement Agreement

Because the proposed subdivision now contains 5 single family parcels, the Settlement Agreement will have to be amended to allow the additional lot. Deer Crest Associates, LLC are the successors in interest to the Settlement Agreement and would be required to sign any amendment.

Trails

This fall, a trail was built which connects the Deer Crest trail system with the Solamere trail system. The location of that trail is shown on the plat, but the plat needs to dedicate a public easement for the trail. The exact language of an easement or dedication for the trail has not yet been finalized but will be required prior to Plat Recordation. The City Attorney's office and the attorney for the developer are working on this issue.

Road Standards

The primary access to Hidden Hollow is through the Snowtop Subdivision. The roadways are to be maintained (including snow removal) by the Deer Crest Homeowners association. The extension of the Snowtop road serves only the Hidden Hollow subdivision. In order for the alignment of the road to better fit with existing disturbance and topography, and due to the limited occupancy of the homes, as well as the presence of required fire sprinklers and the secondary access road, the City Engineer is willing to allow road gradients up to 12%. The City

Engineer has reviewed the proposed road alignment and can make findings to allow it due to the unique circumstances of this subdivision.

Infrastructure
Because of the location of this property and its inclusion in the Deer Crest Master Association, the water and sewer are to be provided by the Jordanelle Special Service District (JSSD). Lot 5 is proposed to be able to use a septic system. There is an interlocal agreement in place between Hidden Hollow LLC, JSSD and SBSID which allows this property to be served in this manner.

The property is within the Park City Fire Service District and the Park City School District. A note has been placed on the plat that due to the remoteness of this subdivision, some services such as school bus pick up and trash pick up may not occur in this area.

Adjacent Properties
The Settlement Agreement granted limited access over the Keetley Road for two properties adjacent to Hidden Hollow. It also required that an access easement be granted through Hidden Hollow for the future development of those 2 parcels. The easement is shown on the plat. The 50 foot wide access easement required by the Settlement Agreement is reflected on the plat. No road construction will occur until and unless development is approved by Summit or Wasatch Counties on these two parcels. The access easement traverses the hillside and roadway grading along this route will be very visible from Hwy 40 and 248.

E. Alternatives - This is a work session only. Listed below are some possible alternatives for the City Council. The staff would like direction from the Council at this time.

Conditionally approve the 5-lot subdivision and authorize the staff to prepare an amendment to the Settlement Agreement. Once the staff has direction from the City Council on the 5-lot subdivision, an amendment to the Settlement Agreement will be prepared for Council review and approval.

Deny the 5-lot subdivision. If the City Council cannot support the proposed 5-lot subdivision, the applicant could return to the Planning Commission and City Council with the 4-lot layout with building envelopes as designated in the Settlement Agreement.

Direct the Planning Commission or staff to modify the 5-lot subdivision. Specific direction to the staff would be necessary if the City Council agrees with the 5-lot configuration, but does not support some other part of the recommendation.

F. Recommendation

After significant discussion, the Planning Commission forwarded a positive recommendation to the City Council on the Final Subdivision Plat for Hidden Hollow, a 5 lot single family subdivision on February 9, 2000, subject to the following finding of fact, conclusions of law and conditions of approval (as modified by the legal department):

FINDINGS OF FACT:

1. The subject property is included in the 1995 Settlement Agreement which entitled the settling property owners to 4 single family parcels in Hidden Hollow. An exhibit included in the Settlement Agreement showed a preliminary subdivision layout depicting 4 parcels with numerous potential building envelopes.

2. Several of the building envelopes shown on the 1995 exhibit were highly visible from Highway 248 and slightly visible from Park City.

3. The 1995 Settlement Agreement exempted this subdivision from the provisions of the Sensitive Lands Ordinance.

4. The property was annexed to Park City on December 17, 1998. The annexation specified that the subdivision required review and approval by Park City, but that it was not subject to application of the Sensitive Lands Provisions of the Land Management Code.

5. The project is uniquely located so that it is not visible from Park City and is visible from few vantage points.

6. The property is unique in that primary access is through the Deer Crest Development and the subdivision will receive water and sewer service by the Jordanelle Special Service District (JSSD) and is a part of the Deer Crest Homeowners' Association.

7. The Community Development Staff, applicant and the Planning Commission carefully analyzed the site and made numerous site visits to evaluate the application for subdivision. The applicant was willing to redesign the subdivision based upon input from the staff and Planning Commission. Several of the more visible building envelopes were eliminated, thereby decreasing opportunities for building sites. In exchange for this concession, the Planning Commission was willing to consider a fifth lot to be located in the non-visible portion of the property.

8. Deer Crest, LLC does not object to a 5 lot subdivision and has agreed to execute an amendment to the Settlement Agreement prior to plat recordation.

9. The project was noticed and public hearings held in compliance with the Park City Land Management Code.

10. A 50 foot wide access easement to adjacent properties is being shown on the plat because it is a requirement of the Settlement Agreement. That road is not being proposed to be built at this time. The inclusion of that easement on the plat does not constitute City approval or support of any plans or development on those adjacent parcels.

11. The Planning Commission discussed sizes of homes and concluded that large homes may create more employees and therefore more of an impact on traffic and affordable housing. Large homes use a significant amount of valuable natural resources and have a significant

impact on the environment. Large homes also contribute significant property taxes.

CONCLUSIONS OF LAW:

1. The final plat, as conditioned, would be consistent with the 1995 Settlement Agreement, as amended.

2. The plat contains numerous notes which are necessary due to the unique location and circumstances relating to this property and project.

3. Building envelope designation, dwelling size restrictions and limits of disturbance are necessary for better compliance with the Land Management Code and General Plan.

4. The final plat, as conditioned, will not be detrimental to the health, safety and general welfare of the citizens of Park City.

5. The proposed 5-lot subdivision is consistent with the subdivision criteria set forth in section 15.1.3 of the Park City Land Management Code.

CONDITIONS OF APPROVAL:

1. Prior to plat recordation, the plat must gain the approval of the City Engineer, City Attorney and City Council.

2. Prior to, or concurrent with, plat recordation, an amendment to the 1995 Settlement Agreement must be executed by all affected parties to the Settlement Agreement to allow a 5 lot subdivision.

3. Building Envelope and House Size requirements are specified on the final plat. A property owner can choose to use only 1 building envelope for the primary dwelling. The maximum house sizes allowed shall be:

Lot 1	Envelope A	10,000 sf (the average in Snowtop is about 9800 sf)
	Envelope B	19,000 sf
Lot 2	Envelope A	19,000 sf
	Envelope B	eliminated
Lot 3		19,000 sf
Lot 4	Envelope A	10,000 sf
	Envelope B	19,000 sf
Lot 5		19,000 sf

The square footage would be measured according to the definition in the Land Management

Code at the time a building permit is applied for.

All single family residences in Hidden Hollow would be subject to the Deer Crest Architectural Guidelines which regulate the siting and design of structures to decrease the apparent mass. The homes would also be subject to the Park City Design Guidelines which are in effect at the time of building permit application.

4. Horses are subject to an Administrative CUP on lots 1,4 and 5, subject to the locations designated on the plat. In reviewing the administrative CUP, the following criteria should be evaluated:

- Slope of area proposed for the horses to be kept - horses may only be kept in areas with less than 15% slope. Significant grading will not be allowed.
- Proximity to adjacent building pads
- Vegetation type - existing open areas should be used and significant vegetation removal will not be allowed.
- Animal Management Plan - this should address, at a minimum, erosion control, waste disposal, and odor control.

5. Sewer and Water will be provided by Jordanelle Special Services District. Lot 5 is being permitted to have a septic tank, subject to Summit County approval. Road maintenance, including snow removal, will be the responsibility of the homeowners.

6. The plat shall contain language that indicates that due to the remote location of Hidden Hollow and the access through Deer Crest and Wasatch County, the subdivision may not be able to receive customary services such as garbage pick up and school bus access.

7. Final language on the dedication of the trail will have to meet the requirements of the City Attorney.

8. All notes on the 1/6/2000 draft plat shall appear on the recorded plat.

9. A note shall be added to the plat which states that "No exterior wall may exceed 23 feet in height when measured from the overhang eave line to the lesser in elevation of either natural grade or finished grade. No single, continuous exterior wall plane shall measure more than 30 feet in length before a change in depth of at least 3 feet."

10. The Standard Project Conditions shall apply.

Exhibit A - Deer Crest Map
Exhibit B - Annexation Ordinance for Hidden Hollow
Exhibit C - Proposed Subdivision Plat
Exhibit D - Planning Commission Minutes

Ordinance No. 98-52

AN ORDINANCE ANNEXING, APPROXIMATELY 84 ACRES OF PROPERTY KNOWN AS HIDDEN HOLLOW LOCATED ADJACENT TO DEER VALLEY INTO THE CORPORATE LIMITS OF PARK CITY, UTAH

WHEREAS, a petition was filed by Hidden Hollow Associates, LLC requesting Park City to annex Hidden Hollow (the Property, Exhibit A) to the City on July 22, 1998;

WHEREAS, the annexation request is consistent with the 1995 Settlement Agreement which applies to the property;

WHEREAS, the property will be served with sewer and water by the Jordanelle Special Improvement District (JSSD) and all road maintenance will be the responsibility of the owners;

WHEREAS, the Planning Commission conducted a public hearing on August 26, 1998 and forwarded a positive recommendation on the requested annexation on September 23, 1998;

WHEREAS, the annexation petition was accepted by the City Council on September 24, 1998 and certified by the City Recorder on October 21, 1998;

WHEREAS, the City Council conducted a public hearing on December 3, 1998;

WHEREAS, the Property is not included within any other municipal jurisdiction and there have been no protests filed by any other jurisdictions;

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

SECTION 1. ANNEXATION. The property is hereby annexed to the corporate limits of Park City, Utah according to the annexation plat executed in substantially the same form as it is attached hereto as Exhibit A. The Property so annexed shall enjoy the privileges of Park City and shall be subject to all City levies and assessments as described in the terms of the 1995 Settlement Agreement (as amended). The Property shall be subject to all City laws, rules and regulations upon the effective date of this ordinance.

SECTION 2. COMPLIANCE WITH STATE LAW. This annexation, in the judgement of Park City, meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect upon recordation of the annexation plat.

Exhibit B

DATED this 17th day of December, 1998

PARK CITY MUNICIPAL CORPORATION

BRADLEY A. OLCH, MAYOR

ATTEST:

Janet M. Scott, City Recorder

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

APPROVED AS TO FORM:

Jodi Fatland Hoffman, City Attorney

SETTLEMENT AGREEMENT

BY AND BETWEEN

PARK CITY CONSOLIDATED MINES COOMPANY,
a Utah corporation,

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

AND

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

DATED: DECEMBER 29, 1995

SETTLEMENT AGREEMENT

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SETTLEMENT AGREEMENT

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

RECITALS

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

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

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

AGREEMENT

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

I.

PURPOSE AND INTENT

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

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

II.

THE PROPERTY

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

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

III.

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV.

DISMISSAL OF ACTION

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

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

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

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

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

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

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

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

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

4.4.1 **Access Rights Upon Installation of Temporary Gates.** Property Owners, who are record title holders, shall retain the right to use Keetley Road to

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

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

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

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

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

First American Title Company, Park City Office jh

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

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

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

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

V.

THE DEVELOPMENT

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

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

(a) 338 residential units,

(b) a 20,000 square foot Ski Academy,

(c) support commercial space up to 5% of the gross square footage of the Slalom Village Area multi family units and the Roosevelt Gap Development,

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

(e) amenities and recreation facilities as generally identified and depicted herein,

all within the perimeter gates of the Property with access to Park City via Keetley Road through the west perimeter gate. Approximately an additional 182 multi family units located within the Telemark Park Village shall have vehicular access to Park City only via U.S. Highway 40 and S.R. 248.

Units Lying West of East Perimeter Gate

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

Units Lying East of East Perimeter Gate

	Single Family	Multi-Family	
Telemark Park Village	0	182*	varied sq. ft.

* Density may increase as provided herein. 370

Snow Park Hotel Site

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

* Density may increase as provided herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

private non-profit open space conservancy to the reasonable satisfaction of Park City. Nothing in this Section shall prevent Property Owners, at their discretion, from pursuing the development alternative for Slalom Village area as described in Section 5.2.3.3 and as depicted in Exhibit "S" attached hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI.

DURATION OF APPROVAL

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

VII.

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

Trans Wasatch Company, L.L.C.:	McKay Edwards, President 190 North Main Street, Suite #1 Heber City, Utah 84032
Park City Consolidated Mines Company	Harry Reed, President P.O. Box 497 Park City, Utah 84060
Copy to:	Stephen G. Crockett, Esq. Giauque, Crockett, Bendinger & Peterson 170 South Main Street Suite 400 Salt Lake City, Utah 84101
Park City Municipal Corporation	Toby Ross City Manager 445 Marsac Avenue P.O. Box 1480 Park City, Utah 84060
Copy to:	Jodi F. Hoffman, Esq. City Attorney 445 Marsac Avenue P.O. Box 1480 Park City, Utah 84060
Copy to:	Mark R. Gaylord, Esq. Suitter Axland & Hanson 175 South West Temple Suite 700 Salt Lake City, Utah 84101

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

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

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

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

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

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

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

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

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

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

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

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

PARK CITY CONSOLIDATED MINES COMPANY, INC.

By _____
Its Chairman

TRANS-WASATCH COMPANY, L.L.C.

By _____
Its President

PARK CITY MUNICIPAL CORPORATION

By _____
Its Mayor

ATTEST:

_____
Anita Sheldon, City Clerk

APPROVED AS TO FORM:

_____
Jodi Hoffman, City Attorney

settlmnt.pcm

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WASATCH CO RECORDER-ELIZABETH M PARCELL
1996 AUG 05 13:37 PM FEE $185.00 BY MMM
REQUEST: TRANSWASATCH COMPANY LLC

BEFORE THE BOARD OF COUNTY COMMISSIONERS

WASATCH COUNTY, UTAH

IN THE MATTER OF THE APPLICATION OF TRANS-WASATCH COMPANY FOR FIRST AMENDED DENSITY DETERMINATION FOR TELEMARK PARK RESORT	:	FIRST AMENDED FINDINGS AND ORDER ON DENSITY DETERMINATION

The Board of County Commissioners in and for WASATCH County, Utah, upon the recommendation of the County Planning Commission and the review and consideration of the matters submitted by the Applicant and those items raised at public hearing, hereby enters its Findings and Order on Density Determination for the Telemark Park Resort as follows:

I. PROJECT SUMMARY

The Trans-Wasatch Company filed its original application for density determination for the Telemark Park Resort on December 29, 1989 asking for density determination for the Telemark Park Resort under the regulations for the Recreation Forestry-1 Zone of the Wasatch County Development Code. The property considered for this approval consists of approximately 526 acres, on which a mixture of single family, multi-family, and commercial buildings are proposed, as set forth in this Order and Density Determination.

The property is adjacent to Summit County, Park City, the Deer Valley Ski Resort and between the town of Park City and the new alignment of Highway 40 above the Jordanelle Reservoir, as well as central to a large number of recreational amenities in Wasatch County, Summit County and Park City. The project area occupies a hilly to mountainous parcel of land rising from 6,600 feet at its eastern end to 8,000 feet at its high point on the west. This topography creates opportunities for recreation development including alpine and nordic skiing, recreational trails and forested open space. The terrain also creates challenges to the proper development of the parcel and has raised many concerns on the part of the County Planning Staff. It is the opinion of staff that such development will require a high level of attention

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to environmental mitigation, vegetation preservation and revegetation, site specific design and aesthetic control, as provided in this Order and Permit.

The Trans-Wasatch Company filed a request for Amended Density Determination on April 9, 1996.

II. FINDINGS

Based upon a careful review of the record before it and subject to the truth of the representations and warranties made, and information provided by the Developer in the record, and also subject to conformance to the Application and strict adherence to and compliance with the Conditions, Definitions, and other matters and requirements set forth in this Order and Density Determination, the Board of County Commissioners for Wasatch County, Utah makes the following findings:

1. The Applicant, Trans-Wasatch Company, submitted its application pursuant to Section 9.3 of the Wasatch Development Code (adopted June 23, 1979) on December 29, 1989. The Application was accepted as complete and in full compliance with the Development Code, and processing began at that time.

2. Subsequent amendments and additional submittals were made throughout the process, with the result that the project as presented to the Planning Commission was somewhat different from that originally applied for. Based on the review process, the original application was revised on July 26, 1990, with further revisions in February of 1991 and August 1, 1991. These amendments have revised the requested density from 697 units and 50,000 square feet of commercial space to the present 516 units and 62,000 square feet of commercial space.

3. The County Planning Commission reviewed the application, the revisions, and the recommendations made by the County Planner and a team of County review consultants. The application went to public hearing before the Planning commission on September 16, 1991. On October 3, 1991, the Wasatch County Planning Commission voted to recommend approval of the Density Determination as provided in Section 9.3 of the Wasatch Development Code (adopted June 23, 1979).

4. Wasatch County established the Jordanelle Special Service District on August 23, 1993, which has the authority to provide sanitary sewer, water distribution, storm drainage, water quality protection, and transportation services with the Jordanelle Basin generally, and on the Telemark Park Resort property specifically. The District has constructed a sanitary sewer line to the project boundary and the Commission

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finds that the sanitary sewer pre-condition of the 1991 Density Determination Order has been satisfied.

5. The litigation between the property owner and Park City Municipal Corporation, entitled Park City Consolidated Mines Company et al. v. Park City Municipal Corp., Third District Court, Summit County, Civil No. 930390001 (the "Litigation") has been settled by the parties. Under the terms of the settlement, Trans-Wasatch has petitioned Wasatch County on June 3, 1996 and Park City on June 13, 1996 for the vacation of Keetley Road through the Property, abandoning all public rights of way that have existed. The vacation process is proceeding simultaneously with the review of the Amended Density Determination. The road will continue to exist as a limited access, private roadway serving the Telemark Park Resort.

6. The Trans-Wasatch Company filed a request for Amended Density Determination on April 9, 1996. The following are an outline only of substantive changes requested:

A. Reconfigured Transportation Elements:
1. Vacation of Subsequent Gating of Keetley Road

A. Reconfigured Transportation Elements:
2. Disconnection of Keetley Road

A. Reconfigured Transportation Elements:
3. Funicular Tramway at Roosevelt Gap

A. Reconfigured Transportation Elements:
4. Non-Vehicular Transportation Elements

A. Reconfigured Transportation Elements:
5. Density Transfer

B. Density Transfer and Employee Housing

C. Park City Annexation

Also the following is an outline of substantive changes requested in each of the above Exhibits:

Exhibit A Land Use and Area Map, Amended April 1996.

Exhibit B Table I Land Use and Area

Exhibit C Concept Master Plan, Revised April, 1996.

Exhibit D Recreation Amenity and Open Space Exhibit, Revised April, 1996.

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Exhibit E Revised Design Guidelines and Building Height Restrictions

Exhibit F Density and Unit Sizes

Exhibit G Road Standards

Exhibit H Recreation Amenity Inventory and Phasing

Exhibit I Parking Requirements

For summaries and detailed presentations of the applicants requested changes in Amended Density Determination, together with Wasatch County Review Engineer Planning/Engineering Review Report, and Wasatch County Planning Department Staff Recommendations see "Density Data Transcript" of joint Wasatch County Commission and Wasatch County Planning Commission public hearing held May 16, 1996.

7. The Amended Density Determination application was accepted by the Planning Department on April 9, 1996, however during the review process it was found that additional information was needed from the applicant such as maps, exhibits, documentation, additional studies and details to adequately complete the review process. These items were requested of the applicant and provided by the applicant during the review process.

8. Subsequent amendments and additional submittals were made throughout the review process, with the result that the project as presented to the Planning Commission is somewhat different from that originally applied for.

9. The County Planning Commission reviewed the application, the revisions, and the recommendations made by the County Planner and a team of County review consultants. The application went to public hearing before the Planning commission on May 16, 1991. On June 20,1996 the Wasatch County Planning Commission voted to recommend approval of the Revised Density Determination as provided in Section 9.3 of the Development Code.

10. The requested reconfigurations in project density and transportation elements within the Project result in a reduction in overall internal traffic within the project.

11. As a private road, Keetley Road is sufficient to meet the requirements of Wasatch County that the project have two points of access for emergency ingress and egress, subject to conditions contained herein.

12. The recommendations of the Planning Commission are in substantial compliance with the terms and conditions of the Development Code, and are adopted by the Board of Commissioners as set forth in this Order.

13. The Property subject to the Application is located within unincorporated Wasatch County, and is not within the limits of any incorporated City or Town, nor is the property within the annexation policy declaration boundary of any incorporated City or Town.

14. The Property subject to the Application is located within the boundaries of the Wasatch County School District, Wasatch County Fire Special Service District, Wasatch County Solid Waste Disposal Service District, Jordanelle Special Services District, and Central Utah Water Conservancy District. The Property has been subject to the property tax levies of each of those Districts, as well as Wasatch County itself.

15. The Application and Development are consistent with the general intent of the Development Code, the intent with respect to the RF-1 zone in which the development is situated, the intent with respect to large scale developments set forth in Paragraph 9.1.A.1 of the Wasatch Development Code (adopted June 23, 1979), and the intent with respect to Planned Recreation Developments set forth in Paragraph 9.3.A.1 of the Wasatch Development Code (adopted June 23, 1979); specifically finding that:

(a) With mitigation as provided in this Order, the proposed development can be built without increasing the turbidity of the water supply of the County and surrounding counties.

(b) With mitigation as provided in this Order, the proposed development can be built without degrading the quality of the water supply of the County and surrounding counties beyond the Development's proportionate share of allowable County-wide degradation under the State water quality standards.

(c) The proposed development can be built without unduly contributing to the violation of ambient air standards for the County, particularly with respect to fugitive dust and automobile emissions.

(d) The proposed development can be built without adversely affecting the functioning of aquifer recharge areas located in the Development.

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(e) The proposed development can be built without unduly adversely affecting the continued production of plants and wildlife within the Development and other mountain areas of the County.

(f) The proposed development can be built without placing structures on active fault lines, collapsible soils, slopes in excess of thirty percent (30%), unstable soils, landslide areas, or other geological hazards.

(g) The proposed development can be built without placing structures on wetlands, areas where ground water periodically rises to within seven (7) feet of the surface, areas within one hundred (100) feet of a live or intermittent waterway, areas within a fifteen hundred (1,500) foot up-drainage radius from a spring used for culinary water, areas within a one hundred fifty (150) foot radius from a well used for culinary water, areas within a 100-year, 24-hour, storm incident drainage path; and any other water-related area where development will have an unreasonable effect on the water course or aquifer.

(h) The proposed development will not endanger sites of cultural, historical, or archeological significance.

(i) The proposed development will not require expenditures by the County for the following extended services to the Development which are not generally provided on a County-wide basis: extended police protection; structural fire protection; water retail service; water conservation; park, recreation or parkway facilities and services; sanitary sewers; sewage and storm water treatment and disposal; flood control; street lighting; airports; planning and zoning; solid waste disposal; local streets and roads; and curb, gutter, and sidewalk construction and maintenance; or mosquito abatement.

16. Notice of the public hearing and proposed action by the County Commission was published in the Wasatch Wave as required by Ordinance on October 30, November 6, 13, and 20, 1991. The proposed Findings recommended by the Planning Commission were posted for public review in the office of the County Planner, and this matter was brought before the Board of County Commissioners as prescribed by ordinance.

17. Notice of the public hearing and proposed action by the Wasatch County Commission and Wasatch Planning Commission was published in the Wasatch Wave as required by Ordinance on April 17, 1996, May 8, 1996, and May 15, 1996. The proposed Findings recommended by the Planning Commission and County

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Commission were posted for public review in the office of the County Planner, and this matter was brought before the Planning Commission and Board of County Commissioners in a joint hearing May 16, 1996 as prescribed by ordinance.

III. ORDER OF DENSITY DETERMINATION

Based on the foregoing Findings, the Board of County Commissioners enters the following Order of Revised Density Determination. This Revised Density Determination is intended to define the sites on which development may occur, the land uses within each of those sites, and the building mass to be constructed. The Revised Density Determination is expressly conditioned upon the standards and conditions imposed by this Order in Section III "Pre-Conditions to Construction" and compliance with the other conditions and regulations contained in this Order of Density Determination.

The Board of County Commissioners enters the following Order of Density Determination:

1. Development Parcels.

The Telemark Park Resort property is divided into five (5) development sites as shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7. All development is to occur within those designated development sites. The development sites are identified on Table I, which shows the acreage and allowable uses for each development site, and also identifies those sites within the property that will remain as open space under one of two Open Space designations.

TABLE I
LAND USE AND AREA

LAND USE		ACREAGE
Open Space; Recreation & Forest Conservation: (Map Symbol: R&FC)		200 acres
Little Baldy Ski Area:	145 acres	
Telemark Village Ski Area:	63 acres	
Open Space; Forest & Woodland Preserve: (Map Symbol: F&WP)		112 acres
Snowtop/Mont Neef:	48 acres	
Roosevelt Gap:	24 acres	
St. Louis Gulch:	40 acres	
Single Family Neighborhoods: (Map Symbol: SF)		123 acres

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Snowtop:	10 acres	
Slalom Village:	6 acres	
Little Baldy/St. Louis:	107 acres	
Multi-Family & Commercial: (Map Symbol: MF&C)		46 acres
Telemark Village:	22 acres	
Roosevelt Gap:	12 acres	
Slalom Village:	12 acres	
Road Right of Ways: (Map Symbol: RRW)		42 acres
Maintenance & Special Purpose: (Map Symbol: M&SP)		3 acres
Total Project Area:		526 acres

2. Density and Units Sizes.

The density of development on the designated development sites for Telemark Park is limited to a total of 516 residential units and 72,000 gross square feet of commercial space. The location of this density is shown on Table II, which lists the number and average sizes of units or commercial space to be constructed on each of the development sites.

Table II
Units on Development Sites

	Single Family Dwellings	Townhouse/ Cottage	Lodge Condo-miniums	Apartment Condo-minimums	Employee Housing	Commercial Square Footage
Telemark* Village		41	43	82	16	62,000** ***
Snowtop	15					
Slalom Village	5	83				***
Roosevelt Gap			105			***
Little Baldy/ St. Louis	126					10,000***
Totals	146	124	148	82	16	72,000
Average Area in Square Feet	na	2,400	2,000	1,000	1,000	na

* Telemark Village density may be increased by one unit for each two units not constructed at Roosevelt Gap and by up to 10 units for up to 10 units not constructed at Slalom Village.

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** Telemark Village Commercial includes 20,000 square foot Ski Academy.

*** All multi-family areas may include an additional up to 5% of gross floor area as support commercial. Support Commercial may include restaurants, lobby shops and similar commercial areas which primarily draw their customers from the guests and others staying within a hospitality facility or nearby in the project, but not designed or intended to draw customers from a broader area. In the case of Telemark Village, therefore, such commercial space would be in addition to the non-support commercial allowance of 42,000 square feet which may be designed to draw customers from off-project.

Notes to Table II:

(a) Within a Lodge, up to 5% of the total floor area may be dedicated to meeting rooms and support commercial areas in addition to the maximum square footage approved in the Land Use Table.

(b) The Maximum Square Footage approved in the Land Use Table refers to footage within habitable spaces and commercial spaces, and does not include circulation spaces, lobbies, hallways, stairways, covered parking spaces, elevator spaces and mechanical spaces, and other enclosed space reasonably necessary for the intended function of the structure.

(c) Computation of floor areas and square footage shall be as provided in the Uniform Building Code.

(d) Where the land use and unit configuration fits one of the above designations, but the square footage of one of more of the units exceeds the average footage given in the Land Use table, the maximum number of Units and maximum total square footage shall control, and adjustments must be made in number of units or size of other units so as not to exceed either maximum.

(e) The Developer shall have the right to elect to apply the allowed number of units and square footage within each Village or Neighborhood at the time of Final plan application under conditions established below in Nature of Units.

(f) The Telemark Park Resort, Concept Master Plan, revised June 7, 1996 contains the following flag lots:

Lot #	Driveway length
45	200 feet
80	300 feet

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87	500 feet
88	400 feet
99	400 feet
110	350 feet
111	350 feet
127	1,200 feet

which are approved under the following conditions:

- 1. Flag lot driveways and appurtenances are private and are to be maintained (including snow removal) by the home owners association.
- 2. Paved drives will have to be a minimum of 20 feet wide for fire protection purposes to service a single lot, and can be grouped side by side, or combined into a multiple driveway 24' wide to serve two homes.
- 3. In multiple lot configurations the 24' of pavement shall be centered along two side by side 15' wide fee title access strips, and that reciprocal easements be granted each lot owner to the other for access and utility purposes.
- 4. Water mains and fire hydrants should be extended such that a fire hydrant is constructed at the terminus of the driveway as it opens into the building site.
- 5. A hammerhead turn around is constructed in the area of the fire hydrant to facilitate turn around of emergency vehicles.
- 6. A street light be constructed over the fire hydrant,
- 7. Building permits for these lots will be issued only if the permittee comply with all fire code regulations in effect at the time that permit is issued.

3. Reconfigured Transportation Elements: Funicular Tramway at Roosevelt Gap.

The Roosevelt Gap Lodge is connected to the Snow Park Hotel (in lower Deer Valley) via a funicular tramway with primary lodge guest parking provided at Snow Park in addition to 50 parking spaces on the site at the Roosevelt Gap Lodge. The Lodge size is increased from the 1991 Determination of 64 units to 105 units. These items are shown on Telemark Park Resort, Concept Master Plan, revised June 7, 1996.

4. Reconfigured Transportation Elements: Non-Vehicular Transportation Elements.

The Park City Settlement Agreement creates a contractual obligation on the part of the developer to construct the trails and ski access as non-vehicular transportation elements of the 1991 Determination plans. The obligation to "hard surface" certain trails is part of the agreement. Trails and

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ski access are shown on Telemark Park Resort, Recreation Amenity Exhibit, revised June 7.

5. Reconfigured Transportation Elements: Density Transfer.

The previous 140 unit Little Baldy multi-family density near the center of the project has been moved to outside the East Gate and to Roosevelt Gap, where the funicular reduces traffic; substantial traffic loading is eliminated from interior project roads and from projected generation.

6. Density Transfer and Employee Housing.

The Amendment does not alter the approved Density from 1991 either by unit type or in total. Significant density is proposed to be transferred from the Little Baldy area to Telemark Village on the east end of the project, and to Roosevelt Gap and, to a lesser extent, to Slalom Village. All the conventional Commercial Space has been transferred to Telemark Village.

Developer shall be required to provide one employee housing unit for each 32 dwelling units and single family lots constructed or platted within the project, up to a maximum of 16 employee housing units. Employee housing units are defined as units held permanently for rental on a monthly/long term basis, or such other restriction as may be imposed so as to meet the employee housing commitment developer has made with Park City Municipal Corporation under the litigation settlement agreement. Such units shall be approximately 1,000 square feet and shall be located within the Telemark Park Village development envelope within the project, or elsewhere within a multi-family/commercial development envelope, and shall meet all other requirements for residential construction in Telemark Park Resort.

Employee housing is acceptable to Wasatch County, except in no case can the units be screened or administered by Park City Housing Authority without written agreement by Wasatch County. In no case may the residents be screened to exclude people who do not now live in Park City, or require that they are now employed in Park City.

7. Water System Fire Flow

Building permits for lots will be issued only if the permittee complies with all fire code regulations in effect at the time that permit is issued.

8. Snow Storage

It is recommended that adequate snow storage be provided along project roadways and adjacent to buildings. A site specific snow storage plan is to be submitted with all preliminary plans subject to approval of Wasatch County and Wasatch County Review Engineer. The following are suggested snow storage requirements which should be utilized within the project:

- With respect to roadways, the 4' shoulder and 4' drainage ditch can be used as snow storage area. In addition to that, snow storage easement outside the right of way line should be provided.
- With respect to buildings, a minimum of 5' adjacent to buildings outside the eave line on land no steeper than 2% slope to be used as snow storage.
- With respect to Parking Lots, an area equal to 15% of the pavement surface area should be reserved for snow storage - this can be provided on the pavement or in adjacent planter areas if the planting can survive the snow loading.

9. Street Lights

Street lights shall be constructed over fire hydrants and at street intersections within the project for public safety reasons. The applicant should submit a street lighting plan for public safety considerations and residents convenience within the project with preliminary plans.

10. Ski Bridges

The Master Home Owners Association shall maintain all ski bridges including ski bridges leading to individual lots.

11. Park City Annexation

The western portion of the project adjoins Park City, and certain services may be more economically provided by Park City. Annexation may be the most appropriate and economical way to provide government services. The Commission is willing to consider the annexation of the western portions of the project. Specifically, the Commission will consider annexation of Roosevelt Gap after approval of this Amended Order of Density Determination, and of Slalom Village and Snowtop after Developer has completed Preliminary or Final Approval (as defined in the Wasatch County Development Code) of those sites under Wasatch County jurisdiction. The Commission would not favorably consider an annexation which does not meet the requirements of. or does not recognize the entitlement of this Density Determination, or which does not maintain Wasatch County control of water quality.

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In addition to the municipal annexation, the Commission will review annexations and disconnections from various special service districts involved in providing services which are not provided directly by the County or Park City, such as fire, water, sewer, and similar services in order to provide a high quality of service within the project. Service district annexations and disconnections will be based on logical and efficient extensions, both for the service providers and the project. Depending on how services are provided, the jurisdictional adjustments for each of the annexation areas may be different, and will be considered on a case by case basis. The balance of the project is logically and economically served as a Wasatch County project, and annexation east of Slalom Village would not be favorably considered by Wasatch County under present circumstances.

The Settlement Agreement with Park City requires that the Developer offer certain areas adjacent to Park City for annexation to Park City. The Developer agreed to this on the condition that Wasatch County approved the Density, and certain other planning elements would remain intact. The rationale for Park City's request was that certain areas of the project , as approved, were much too dense or "urban" in character to be located so close to a City and not be serviced by the City. The Developer believes that the annexation area agreed to will provide a workable future boundary between Park City and unincorporated Wasatch County. A substantial open space within the project divides the annexed development parcels from the nearest non-annexed development. There is a rational land use reason for placing the line where proposed.

The Park City annexation is not approved as part of this Amended Density Determination because:

A. At this time there has been no petition filed with Park City for annexation, and it is not known to be within the Park City Annexation Policy Declaration.

B. Preliminary and final approval of subdivision plats and/or records of survey, as appropriate for either single family lot subdivisions or multi-family developments, shall be obtained from Wasatch County prior to petitioning annexation of the Snowtop neighborhood and Slalom Village developments to Park City. Recordation of the plats, of filing of the Record of Surveys shall be completed pursuant to Wasatch County approval prior to annexation to Park City. Final Design Approval and Annexation of the Roosevelt Gap development may be sought and petitioned from Park City following approval of First Amended Density Determination.

C. Park City and Wasatch County shall achieve an agreed upon working relationship on water, fire, garbage, police, and road maintenance.

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12. Fiscal Impact

Fiscal impact information provided by the applicant was found to be insufficient to address the impact of the proposed development on the County's general fund. Also it is understood that definitive financial assessments are difficult to make at this time due to the quickly changing nature of the Jordanelle Basin. Amended Density Determination is, however, approved based on conditions contained in IV. PRE-CONDITIONS TO CONSTRUCTION 3. Government Services Plan below.

13. RF-1 Zone Compliance.

Development may occur in accordance with the uses and densities shown on the Tables, and if the project is built in accordance with the densities shown on the tables, and in conformity with the other terms and conditions of this Order of Density Determination, the intent and specific requirements of the Development Code as it pertains to the RF-1 zone will have been satisfied.

14. Phasing Plan.

The following Phasing Plan is adopted for the Telemark Park Resort:

(a) For purposes of this provision, the term "Platting" is deemed to include the formal recordation of a subdivision plat or condominium record of survey map, and also, in the case of those Dwelling Units for which a formal plat is not required (such as rental apartments, employee housing, and lodge Dwelling Units that are not held in condominium ownership), the issuance of a building permit. Those Dwelling Units which do not technically require recordation of a plat are deemed to be "Platted," for purposes of the Phasing Plan, when the building permit for the construction of those dwellings is issued. Single family dwellings are considered Platted, for purposes of this section, upon the recording of the subdivision plat, without regard to when construction of the dwelling actually occurs.

(b) Prior to the Platting of any units beyond 50% of the total units approved, Developer shall have constructed all of the Phase I Recreation Amenities, and have constructed or bonded for the construction of all the Phase II recreation Amenities.

(c) Recreation Amenities are also subject to the phasing plan, except for Pre-Development Recreation. Prior to, or with the first Plat, Developer shall construct or bond for all of the Phase 1 Amenities as described in Section VIII. Prior to the Platting of any units beyond 50% of the total units

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approved, Developer shall construct or bond for the construction of all of the Phase 2 Amenities as described in Section VIII. The developer may construct the recreation amenities sooner than required under this provision.

15. Relation of Roads and Infrastructure to Adjoining Properties.

(a) In conjunction with the settlement of the Litigation, the property owner has obtained agreements from abutting property owners United Park City Mines Company, Land Der Berg, LLC, and Milton L. Weilenmann concerning the maximum densities on their adjoining properties which might logically be served from the roads in Telemark Park. These properties are labeled on the Telemark Park Resort, Concept Master Plan, revised June 7, 1996. These adjoining properties are all of the privately owned land that can be logically served or accessed through the Telemark Park property due to terrain conditions. Utilities and roads will be designed and constructed in a manner that anticipates serving these properties, subject to such line extension agreements as the parties may work out among themselves and approved by Wasatch County. Except for these abutting owners, no other property will be served through, or have access through or by the Telemark Park road system or utilities. Road and utility stubs are not required to be provided to any other property.

(b) In requiring these road and utility stubs to the three adjoining properties, Wasatch County is endeavoring to efficiently plan for future utility services and minimize future costs or duplication of services should development later occur on those properties, and to preserve historic rights of access. Nothing in this Order of Density Determination is intended to, or shall be interpreted as granting or recognizing any specific development rights to those properties, which are owned by third parties.

16. Telemark Park Master Owners Association and Telemark Park Special Service District.

The 1991 Density Determination contemplated the formation of a special service district that included only the Telemark Park Resort property. Most of the intended functions of that district have been assumed by the Jordanelle Special Service District, which covers a larger area. It is now anticipated that the functions and services not provided by the Jordanelle Special Service District, and not provided by Wasatch County generally, will be provided by, and paid for, by the Telemark Park Master Owners Association as described in the 1991 Density Determination, however, certain or all of these functions and services may be provided by a Telemark Park Special Services District.

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17. Transfer of Interest.

As a result of a merger dated December 29, 1995, Trans-Wasatch Company, Inc., a Utah corporation, was merged into Trans-Wasatch Company, LLC, a Utah limited lability company. [As a result of a purchase of the property which is subject to these First Amended Findings and Order from Trans-Wasatch Company L.C.C. on June 20, 1996, Deer Crest Associates, L.C., a Utah Limited Liability Company became the owner of the property and the successor entity.] The successor entity succeeds to all the rights, entitlements, and obligations of its predecessor pursuant to Section IX.2.A. of the original Density Determination.

18. Pre-Conditions.

No development other than those recreation facilities described below as "pre-development recreation" may occur until each of the Pre-Conditions to Construction listed in Section IV of this Order have been satisfied or expressly waived by the County.

19. First Amended Findings and Order on Density Determination.

This "Findings and Order on Amended Density Determination in the Matter of the Application of Trans-Wasatch Company for Amended Density Determination for Telemark Park Resort" supersedes "Findings and Order on Density Determination in the Matter of the Application of Trans-Wasatch Company for Density Determination for Telemark Park Resort" recorded as Instrument No. 158784 December 31, 1991 in Book 237, Pages 241 to 332, Official Records of Wasatch County.

IV. PRE-CONDITIONS TO CONSTRUCTION

This density determination is predicated upon satisfaction by the Developer of the following pre-conditions, and no construction other than "Pre-Development Recreation Amenities" described in Section VIII.2.C.(a). may be built unless and until the Developer has demonstrated to the reasonable satisfaction of the County that all of the following conditions have been satisfied:

1. Sewage Treatment.

Sewage collection, distribution, and transmission is being provided by Jordanelle Special Services District. Sewage treatment is being provided by Heber Valley Special Services District. This pre-condition is, therefore deemed to have been satisfied.

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2. Secondary Access Road - Keetley Road Vacation.

The proposed plan would "privatize the entirety of Keetley Road within the project. Controlled access gates will be placed at east and west ends of the project. In order to satisfy Park City's desire to permanently disconnect the historic right of way so as to preclude the road reverting to use as a public thoroughfare at some future date, Keetley Road will be physically "disconnected" by placing a structure [a multi-family hospitality facility in Slalom Village] across the right of way (after vacation). The structures internal parking may "ramp" between disconnected segments of the road, but through traffic will be precluded.

The formal Petition for the Vacation of Keetley Road in Sections 14, 15, 23, and 24 of Township 2 South, Range 4 East, Salt Lake Base Meridian, Wasatch County, Utah was filed with the Wasatch County Commissioners June 3, 1996, and to Park City on June 13, 1996. The petition requested vacation of Keetley Road, also known as Heber Avenue extending northwesterly approximately 1.5 miles from the terminus of Wasatch County Class B Roadway known as the "L" Line. The matter was set for public hearing June 24 at 4:00 pm at the Wasatch County Courthouse and was published in the Wasatch Wave June 5, 12, and 19, 1996.

In order to satisfy Wasatch County requirements for public safety, there must be two points of ingress and egress to the development. Original Density Determination Approval required that Developer must demonstrate the right to improve a secondary access via Heber Avenue from Park City or the Snowtop Road from the north to the Highway 40 frontage road. If neither of these roads is available to the project the developer must show both that practical alternative routing is possible and that the developer has a legal right to construct these roads prior to preliminary approval or any plat or building permit for any habitable structure. Amended Density Determination proposes the use of vacated Keetley Road (a private street) into the Deer Valley area of Park City as a secondary access to the project.

Wasatch County recommends approval of the vacation of Keetley Road and the acceptance of the Private Street version of Keetley Road to satisfy "secondary access", upon the following conditions:

A. Ski Academy is located in Telemark Village.
B. Replacement of motor vehicle access with a system of public trails within the project: in lieu of motor vehicle access, public access will be provided by a system of public trails as shown on Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996.

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C. The following utilities: Pacific Power, Mountain Fuel, U. S. West, and others who may have not have written easements along Keetley Road by virtue of being located in the old roadway must be provided written easements prior to the vacation of Keetley Avenue.
D. An easement over Keetley Road is to be retained by Wasatch County for emergency traffic.
E. That a bypass roadway be constructed at the Slalom Village location according to the following Section:
- 24' of pavement with 4' shoulders on each side for a total graded width of 32'.

sufficient to serve as a secondary emergency access through the project,
F. That this bypass roadway shall be deed restricted in perpetuity to serve as a "secondary emergency access" for the project,
G. That this bypass roadway shall perpetually be maintained the projects Master Property Owners Association, and
H. That the entire roadway through the project consisting of Keetley Road to the Slalom Village, the bypass roadway around Slalom Village, Keetley Road from Slalom Village to the Summit County/Wasatch County line, and Keetley Road in the Park City from the Summit County/Wasatch County line to Queen Esther Drive in Deer Valley be deed restricted in perpetuity to serve as "secondary emergency access" for the project.
I. That the maintenance of this entire roadway described in Item D. above be guaranteed by the Telemark Park Master Association.

3. Government Services Plan.

The Telemark Park Resort is not located near any existing Wasatch County service facilities or within an area where regular services have been required on a routine basis. The development will require a full complement of governmental services, including but not limited to extended law enforcement, fire protection, education, road maintenance, storm drainage and flood control, sanitary sewage collection and treatment, retail water service, and road maintenance. The county must know how these services are to be provided, and further provide that the provision of these services can be done in such a way that the taxpayers in incorporated areas are not subsidizing services in unincorporated areas. Some of these services can reasonably be provided by logical extensions or expansions of existing Wasatch County based services. Others may have to be established through new districts within the Project or in conjunction with other developments in its immediate area. Still other services may be most economically provided by contracts with, or

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annexations to, other existing districts, municipalities, or state or federal agencies.

Prior to construction, or with the application for preliminary approval, the Developer must present to the Board of County Commissioners a Governmental Services Plan showing that essential governmental services are available to the Project, the providers of those services, and whether the service arrangements are interim or long term.

Part of the Governmental Services Plan includes appropriate mitigation of impacts on the service providing agency. The County Commission will review the Government Services Plan, and, if it finds that necessary services are available and committed, and that the public health, safety and welfare have been adequately provided for by the several agencies identified within the plan, and that the public interest is served, shall approve the Plan as being adequate to satisfy this Pre-Condition.

4. Execution by Affected Parties.

All persons or lenders who have an interest in this property must agree to the terms of this Density Determination before it is effective.

V. INFRASTRUCTURE REQUIREMENTS

This Order of Density Determination is based upon the Developer providing the necessary infrastructure to support the proposed development. This infrastructure includes public and private roads, utilities, storm drainage controls, wastewater, and all similar services. Infrastructure is to be built with each Development Parcel in a manner that the parcel could stand alone and function independently if no subsequent development occurred. Requests for preliminary and final approval will be granted only if the following standards for infrastructure have been satisfied:

1. ROADS. There are different classes and types of roads approved in the Project, which are described as follows:

A. Public Roads:

Heber Avenue: Heber Avenue as it connects from Highway 40 frontage road through the project to the guard gate in Telemark Village is approximately 1,400 feet in length. The applicant estimates traffic volumes on this portion of project roads at 3,226 A.D.T. at project build out.

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B. Private Roads

-Keetley Road from east gate to intersection of St. Louis Drive.
-Little Baldy Drive
-Keetley Road west of St. Louis Drive intersection.
-Snowtop Road
-Snowberry Court
-Lower Acorn Circle
-Upper Acorn Circle
-Pocatello Court
-Boiler Point Circle
-Pioche Place
-Little Baldy Court
-Slalom Court
-Snowtop Circle

C. Road Classifications

The following road classifications are specified within the project.

Road classifications based on Peak ADT

Collector	> 1,200 ADT
Sub Collector	600 - 1,200 ADT
Local	< 600 ADT

Designation of roads:

Collector:
-Keetley Road (Heber Avenue) east of East Guard Gate

Sub-collector:
-Keetley Road from east gate to intersection of St. Louis Drive.
-Little Baldy Drive

Local:
-Keetley Road west of St. Louis Drive intersection.
-Snowtop Road
-Snowberry Court
-Lower Acorn Circle
-Upper Acorn Circle
-Pocatello Court
-Boiler Point Circle
-Pioche Place
-Little Baldy Court
-Slalom Court
-Snowtop Circle

D. Design Standards for Heber Avenue and other County Roads:

4' wide drainage ditch, or additional shoulder

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4' gravel shoulder,
30' of asphaltic or concrete driving surface,
4' gravel shoulder, and
4' wide drainage ditch, or additional shoulder
Total graded width of 46'

Right of Way width shall be a 60'. Right of way width must be widened within the right of way or within easements where necessary to include cut and fill slopes. Right of way width must wider in areas which contain passing lanes and left turn pockets.

Ten foot snow storage areas are to be provided on shoulders, as measured from the edge of pavement.

A special design study of Heber Avenue at the Telemark Village must be prepared at Preliminary Plan stage for the Village to demonstrate the safety of road and intersection design. Such study shall address, but shall not be limited to, an analysis of vertical and horizontal sight distances and operation during winter months, considering the potential for snow and ice buildup.

The design speed of the road is to be 30 miles per hour.

E. Design Standards for Service District Roads:

The roads in the Project will be owned and maintained by the Special Service District and/or the Master Association or private entities such as condominium associations. The classifications and design standards for these roads are as follows:

Collector:

4' wide drainage ditch, or additional shoulder
4' gravel shoulder,
30' of asphaltic or concrete driving surface,
4' gravel shoulder, and
4' wide drainage ditch, or additional shoulder
Total graded width of 46'

Sub-collector:

4' wide drainage ditch,
4' gravel shoulder, or additional shoulder
26' of asphaltic or concrete driving surface,
4' gravel shoulder, and
4' wide drainage ditch, or additional shoulder
Total graded width of 42'

Local:

4' wide drainage ditch,
4' gravel shoulder, or additional shoulder

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26' of asphaltic or concrete driving surface,
' gravel shoulder, and
4' wide drainage ditch, or additional shoulder
Total graded width of 42'

Eight foot snow storage areas are to be provided on shoulders as measured from the edge of the pavement.

The above delineated 8 foot shoulders are being provided for the following purposes:

- the shoulders give additional travel surface if a vehicle's wheel gets off of the pavement,
- having a shoulder rather than the drainage ditch adjacent to the pavement prevents a vehicle's wheel from dropping into a drainage swale,
- a drainage swale directly adjacent to pavement can undermine the edge of the pavement due to erosion of the swale.
- the presence of the shoulder, rather than a drainage swale adjacent to the roadway should increase the integrity of the pavement, and reduce pavement maintenance costs,
- the combined shoulder and drainage ditch provide an emergency parking area,
- the combined shoulder and drainage ditch provide a snow storage area,
- the combined shoulder and drainage ditch provides a construction area for natural gas, power, telephone, and cable TV utilities, street lights, and fire hydrants. Gas, power, telephone, and cable TV are not normally installed under the pavement surface,
- the 8' total width shoulder, and/or shoulder/drainage swale combination provides room for guard rails where required.

A typical section for sub-collector roads and local roads is included herein.

F. Designation of Ownership: The roads within the project are classified as follows for ownership, maintenance, and control purposes:

County Roads:

Heber Avenue at the easterly end of the project only.

District Private Roads:

Sub-collector:
-Keetley Road from east gate to intersection of St. Louis Drive.
-Little Baldy Drive

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Local:
-Keetley Road west of St. Louis Drive intersection.
-Snowtop Road
-Snowberry Court
-Lower Acorn Circle
-Upper Acorn Circle
-Pocatello Court
-Boiler Point Circle
-Pioche Place
-Little Baldy Court
-Slalom Court
-Snowtop Circle

G. Design Standards for Project Roads: The following design standards will apply to all County and District roads within the Resort:

The minimum centerline radii will be at least 75 feet,

Left turning lane on Keetley Road required at the intersection of Keetley Road and Telemark Village Center.

At intersections grade shall not exceed 4% for all approaches for a distance of at least 100 feet as measured from the centerline of the appropriate roadway or for a minimum of 50 feet from the stop bar, whichever is greater.

Street Grades: Maximum centerline road grade shall not exceed 10%, except for Keetley Road:
- west of Slalom Village to St Louis Drive, and
- east of Slalom Village to St Louis Drive,

where centerline grade shall not exceed 12%.

The minimum tangent distances out of intersections will be 100 feet on County Roads, and 50 feet on District roads (this standard may be modified at the time of submitting preliminary plans - based on site specific recommendations of traffic/civil engineer, subject to approval of county review engineer).

The minimum tangent distances between reverse curves will be 100 feet on County Roads, 50 feet on District roads (this standard may be modified at the time of submitting preliminary plans - based on site specific recommendations of traffic/civil engineer, subject to approval of county review engineer).

The minimum tangent distances between broken back curves will be 200 feet on County Roads, 100 feet on District roads (this standard may be modified at the time of submitting preliminary plans - based on site specific

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recommendations of traffic/civil engineer, subject to approval of county review engineer).

H. Right of Way Widths

Public Roads

Right of way widths for public roads shall be 60' subject to the provision of additional easements for the following purposes outside the 60'right of way:

- slope easements for construction and maintenance of cut and fill slopes,
- utility easements (if necessary) for the construction and maintenance of additional project utilities, and
- snow storage easements for the storage of snow and other road related materials from project roadways.

Private Roads

Right of way widths for private roads shall be 50' subject to the provision of additional easements for the following purposes outside the 50'right of way:

- slope easements for construction and maintenance of cut and fill slopes,
- utility easements (if necessary) for the construction and maintenance of additional project utilities, and
- snow storage easements for the storage of snow and other road related materials from project roadways.

2. WATER SUPPLY, WATER RIGHTS, AND FIRE FLOWS

A. Water Rights

Wasatch County does not provide retail water service, and the burden of providing water rights, waterworks, and the retail water system is entirely borne by the Developer. The Developer shall have obtained adequate water rights, shall have secured approval of any necessary change applications from the State Engineer and shall have demonstrated the development of water source in quality and flows meeting the requirements of the State Health Department in the amounts necessary to service the development phase proposed on each application for Preliminary Approval at the time such application is made. In the event that Developer has not satisfied any of the above requirements prior to the filing of such application, County may, at its sole discretion, process the Application for other areas of concern but shall not approve such application until the requirements of this section have been met.

Notwithstanding the foregoing, no first phase proposed for Telemark Park Resort may be approved without rights, flows

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and storage meeting the Fire Flow requirements of this Section.

(a) Quantity of Water:

(1) Total Water Demand. The total required water rights for Telemark Park Resort if all Density approved herein is constructed is 316 Acre Feet annually, according to the County's consultant. Applicant represents a desire to implement water conservation measures which might reduce this total amount. As the County wishes to encourage water conservation, but such measures are unproven to the County, the following requirements are imposed:

Any first phase proposed for Telemark Park Resort must have water rights and flows calculated on a per unit basis according to the table below. The Developer may perform a metered water use study on the first phase and present the results to the County. Any such study must meet the requirements of the State Division of Drinking Water and must be reviewed and approved by the State prior to any reductions in system demands or water rights. At the County's sole discretion, the total required water rights for Telemark Park Resort may be reduced according to the results of that study.

TELEMARK PARK RESORT WATER RIGHTS REQUIREMENTS

TYPE USE	UNITS	STORAGE DEMAND (gallons)	DEMAND (gallons)	ANNUAL DEMAND (af)	TOTAL** (af)
COMMERCIAL	72*	40	2,880	.225	16.20
LODGE CONDO	148	450	66,600	.500	74.00
APART. CONDO	98	400	39,200	.450	44.10
TOWNHOUSE/COTT	124	475	58,900	.530	65.72
SINGLE FAMILY	146	500	73,000	.560	81.76

* Commercial square footage in 1000's
** Demand stated in Acre Feet per year.

NOTE: For common area, snowmaking and seasonal demands, reference is made to Table 1 of the above referenced report by EWP.

(b) Phasing of Water Acquisition.

In order to prevent an undesirable situation from resulting if Developer is unable to obtain the total required water rights or develop the necessary sources, the following conditions are imposed:

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(1) Prior to approval of Preliminary Plans, Developer must demonstrate that substantive and valid water purchase options have been secured or that a valid application has been made to the Central Utah Water Conservancy District for C.U.P. water in the total amount required for the project.

(2) If the total water rights and sources have not been secured prior to the first Preliminary Plan, such plan must show the proposed development utilizing the Applicant's existing 100 acre feet of water, and a demonstration that such development would be capable of standing alone in the event that nc further water rights may by obtained or sources secured.

(3) If, within five years of the first Preliminary Approval, total water rights and sources for the project as approved herein, or as modified by the County pursuant to a metered water use study, have not been secured, Developer shall file with the County a proposed Amended Density Determination showing the proposed reduced project size and application of the then perfected water rights and sources.

B. Water System Capacity and Fire Flows:

Because of the wildland fire exposure in the Telemark Park Resort, and the distance from established Wasatch County fire fighting services, the Fire Flow demand for the Development has been set at a level in excess of that required by the Uniform Fire Code. The estimated fire flow demand for each type of Unit is shown on the following table:

Peak Day Source Demand and Flows

Unit Type	Gallons/Day Winter	Summer
Commercial Space, Per 1,000 sq. ft.:	75	80
Lodge Condos:	800	900
Apartment Condos:	600	800
Townhouse/Cottage:	800	950
Single Family Lots:	800	1000
Open Space, Per Acre:	-0-	4030
Snow Making, Per Acre:	3000	-0-
Total Demand in gallons per minute:	358.9	360.8
Total Storage Demand -		

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50% of Peak Daily Flow, in gallons: 268,000*
260,000
*(includes 60,000 gallons snowmaking)

(a) Fire Flows and Storage Demand:

(1) The following fire flow requirements were established in the 1991 Density Determination and are understood as minimum standards. Final requirements for the project will be established in accordance with the criterion in Section V.2.B.(a).

- Multi-Family and Commercial Villages: 2,500 GPM flows for 3 hours, based on type of construction and the requirements for fire sprinklers. Uniform Fire Code, 1994 Edition shall govern.

- Single Family Areas: 2,000 gallons per minute for 4 hours shall be the required fire flow and storage in all areas, based on type of construction and the requirements for fire sprinklers. Uniform Fire Code, 1994 Edition shall govern.

- Total Fire Flow Storage: The total storage per the above requirements would be 450,000 gallons for 2,500 GPM X 3 Hours, or 480,000 gallons for 2,000 GPM X 4 hours. As the greater of these two is 480,000 gallons, the required fire storage shall be 500,000 gallons.

(2) Fire flow storage provided within the development shall be no less that specified by current fire flow rates and durations specified in the current Uniform Fire Code as adopted by Wasatch County at the time of the recordation of each phased portion of the project. Fire storage may therefore be greater than values specified above depending upon the construction phasing of the project.

(3) Fire flow storage for Roosevelt Gap, Slalom Village, and Snowtop developments shall, in addition to Wasatch County requirements, comply with Park City Fire Code standards of general application at the time of construction.

(b) Total Storage Demand:

(1) Total storage demand is the sum of fire flow storage, unit storage demand, any other storage demand, and is the greater of summer or winter storage demand. This is calculated to be 770,000 gallons. This is the

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minimum required total storage for Telemark Park Resort. This may only be reduced through alternate storage or source for snowmaking water, which accounts for 60,000 gallons during the winter, and/or a reduction in unit demand based upon a metered water use study as provided for above.

(2) Domestic storage provided within the development shall be no less that specified by current standards specified in the current Utah State Drinking Water Standards, and in current Jordanelle Special Services District Standards at the time of the recordation of each phased portion of the project. Domestic storage may therefore be greater than values specified above depending upon the construction phasing of the project.

C. Water System Design Standards. The following design standards apply to the construction of the water system in Telemark Park:

(a) Storage Location, System Design & Main Depth:

Total water system storage may be provided in a single location in the project, or divided up into multiple locations throughout the project such that fire flow storage plus domestic storage is satisfied at any particular location.

Each Neighborhood is to have available to it the required fire flow storage plus average daily flow storage, or one-half peak daily demands, for the entire neighborhood considering building types.

Conceptual water system design for the overall project (well locations and capacities; main sizes; and tank locations, elevations, & sizes shall be submitted with preliminary plans.

Water mains are to be buried to a minimum depth of 7 feet in roadways and at a depth of 5 feet in other locations, or as established by Jordanelle Special Services District Standards.

(b) Fire Protection and Suppression Requirements:

(1) Fire Sprinklers. All residential and commercial structures within Telemark Park Resort shall be internally fire-sprinklered in accordance with the provisions of the Uniform Fire Code, as updated from time to time. Unless specifically approved by the Fire Marshall for non-combustibility, all such structures shall contain exterior sprinklers as well. Such exterior

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sprinklers shall include at least under eave sprinklers, but may be required to include roof top sprinkling in areas or on structures deemed by the Fire Marshall to have wildfire hazard or vegetation to roof relationships justifying such measures.

(2) Fire Breaks. The Application contains provisions for fire breaks around structures. Conformance to the Application in this regard is a condition of this approval and future construction permitting.

(3) Building Construction/Combustibility Standards. Construction shall meet all applicable fire safety requirements of local, state and federal agencies, and shall be at least as fire resistive as Type V-ONE-HOUR Construction, maximum compartment size 21,000 square feet, per Table 5-C of the Uniform Building Code.

(4) Fire Access. Access to structures for fire suppression equipment shall meet all applicable requirements of the Fire District and shall be subject to review by the Fire Marshall, which shall in no event exceed the requirements of the Uniform Fire Code.

(5) Non-County Fire District Service. In the event that Telemark Park Resort contracts with a non-County fire district for interim service the Fire Marshall of said district shall have interim authority hereunder to enforce Fire Safety measures. Approval by the Fire Marshall having jurisdiction and responsibility over the Development shall be binding in the event of a later transfer of jurisdiction, and property owners will not be required to modify existing structures solely on the basis of a jurisdictional transfer.

3. SANITARY SEWER

All commercial buildings and residential dwellings within the Telemark Park Resort shall be served with sanitary sewer service from a sewage collection and or treatment utility or district consistent with the Jordanelle Basin Wastewater Treatment Plan adopted by the County.

4. STORM WATER AND WATER QUALITY

Telemark Park Resort is located within the watershed of the Jordanelle Reservoir and the Provo River. This approval is conditioned upon recognition of the non-degradation status of the hydrologic setting.

A. Stormwater Plans.

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Preliminary Plans shall be required to show compliance with the Telemark Park Surface Water Runoff Control Conceptual Level Master Plan by Hansen, Allen & Luce, dated December, 1989 (hereafter the Water Quality Plan). Any proposed variation from the provisions of this plan are subject to review and approval by the County.

Preliminary Plans will be required to show compliance with that plan and shall specifically address:

- Location of all building sites outside of storm water discharge routes.
- Detention Structures.

B. Water Quality Control.

The Hansen, Allen & Luce Water Quality Plan referred to above is incorporated herein by reference. The summary measures below are extracted from that plan.

"The Water Quality Plan identified detention basins. The Water Quality Plan also identified the potential for Preliminary Plans to identify and propose alternatives, so long as the mitigating effect upon water quality equals that provided by the basins. In the absence of alternatives proposed by developer and approved by the County at Preliminary Plan stage, the following detention basins are required to be constructed by Developer as a condition of this approval:

- Drain Tunnel Gulch (AKA Telemark Hollow)
- St Louis Gulch
- U.S. 40 (Just above U.S. 40 Embankment in lower Drain Tunnel Gulch, AKA Telemark Hollow)"

The size and design of the above basins shall be determined based on site specific hydrology, hydraulic and water quality calculations and considerations presented by the developer's engineer with Preliminary Plans subject to review and approval of Wasatch County and Wasatch County Review Engineer.

Based on Telemark Park Resort, Concept Level Water Quality Plan, June 7, 1996, detention basins may be constructed at the following locations and sizes within the project to satisfy the above requirements:

Location	Size
• Roosevelt Gap	0.5 acre feet
• Little Baldy #1	0.5 acre feet
• Little Baldy #2	0.5 acre feet
• Little Baldy #3	0.5 acre feet
• Little Baldy #4	0.5 acre feet
• St. Louis #1	3.0 acre feet

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- St. Louis #2 2.0 acre feet
- St. Louis #3 2.0 acre feet
- Gordon's Gulch 0.5 acre feet
- Spin-Cycle 7.0 acre feet
- US 40 Basin 10.0 acre feet

Preliminary and final plans for Telemark Park shall include sufficient analysis and documentation, presented to Wasatch County for review and approval, to assure that the proposed mitigation plan is implemented. Commitments shall include design and construction techniques, plans and specifications.

Water Quality plans prepared for Preliminary Plan and Final Plan submission shall be designed in accordance with the following references:

- **"Wasatch County Hydrologic/Water Quality Study,"** Hansen Allen & Luce Inc., June, 1994.
- **"Wasatch County, A Guide for Erosion and Sediment Control at Construction Sites**, EWP, Draft Report, December 11, 1995"

C. Ownership and Maintenance:

All storm water conveyance facilities and detention basins shall be owned by the Telemark Park Master Homeowners Association or a Telemark Park Special Services District. All storm water conveyance facilities and detention basins shall be operated and maintained by the Telemark Park Master Homeowners Association or a Telemark Park Special Services District.

D. Stormwater Design Criteria:

All drainage ways with 10 year design flow velocities above 4 feet per second shall be lined with riprap sized with a minimum safety factor of 1.5 in accordance with the Barfield (1981) method. Drainage way hydraulics shall be analyzed with the Mannings flow equation. Cross road drainage facilities including culverts will be designed to convey at least the 10 year design storm after development. The 100 year after development storm event must be considered in the design of such cross road drainage facilities as well as natural and improved open channels, storm drain inlets and storm drain pipe systems so as to provide that such an event does not inundate structures, damage utilities, endanger the public or adversely impact the environment. The design of drainage ways and culverts shall be included in Preliminary Plans and construction detail shall be provided in the Final Plans.

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All building sites and essential facilities shall be positioned such that they are free of flood hazard and/or are protected from 100 year stormwater flows.

Stormwater planning, design, and construction will be integrated with water quality planning.

5. RELATIONSHIP OF ROADS AND UTILITIES TO OTHER PROPERTIES.

Neighboring properties that now have a legal right to use the Telemark property for access may not be landlocked. Anticipated properties that may use project roads for access to their property are disclosed in Section III. 15. of this First Amended Density Determination. Terms for the provision of utilities to these properties is also described in Section III. 15. A reimbursement scheme for utility services shall be developed and must be approved by the County and Developer before any other properties are authorized to connect to facilities constructed by the Developer of Telemark Park.

6. PUBLIC TRANSPORTATION

There is no established public transportation service in the area at this time. Limited common carrier or hotel courtesy-type public transportation should be anticipated. Loading zones only in multifamily and village areas shall be provided at walking distances no greater than 500 feet and shall have the following characteristics: 40 feet long and 10 feet wide located outside the normal travel lanes of roadways.

VI. DEVELOPMENT AND SITING OF IMPROVEMENTS

Although a great deal of siting detail has been developed through the Density Determination stage, the specifics as to the development to occur on each of the identified development sites is still quite general in nature, with final design and engineering to follow as individual development sites move to Preliminary and Final Approval. Subsequent applications for Preliminary or Final Approval are to be in substantial conformance with the Application. Subsequent submittals will be deemed to be in substantial conformance with the Application and this Order of Density Determination if they meet the following standards:

1. DEVELOPMENT PARCELS

Density Determination is considered approval of Density in the areas shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7 according to the conditions contained herein and according to the Pre-Conditions described in Section IV. The location and boundaries of the Development

Parcels are identified on Land Use and Area Exhibit. Parcel boundaries may be adjusted at Preliminary Plan level, but may not be significantly changed. Specifically, boundaries are expected to be within 50 feet of those shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7. The area of Development Parcel areas may be decreased.

Adjustment of Multi-Family Development Parcels may not increase total area by more than 5% of that shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7. Any such increase may not increase the allowable building mass.

Single Family Parcels may be adjusted, but may not be increased in area unless such increase is due to the conversion of adjacent road right of way (RRW) or MultiFamily (MF&C) areas. Lot lines as shown on the Concept Plan may be reconfigured and the overall number of lots may be reduced according to the Single Family Lot Guidelines herein, but in no event may open space be reduced after dedication to the Master Association.

In no event may the net acreage of Open Space areas be decreased from that shown on the Land Use & Area Exhibit by more than 2%.

Any proposed adjustment of Parcel boundaries from the Application must be shown at Preliminary Application. At Final Application adjustment may only represent survey correction, not reconfiguration.

Within applicable setbacks within MF&C areas, Developer may reconfigure building footprints and shapes from those shown on the Concept Plan and shall show such reconfiguration at Final Plan Application. Such reconfiguration shall be subject to all other conditions contained herein.

At Preliminary Plan developer may adjust roadway locations from those shown on the Concept Plan in the interest of minimizing site disturbance and grading. Such adjustment may not result in more than a 5% increase in total RRW area shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, unless such increase is due to an increased width condition imposed by the County.

2. SITING GUIDELINES APPLICABLE TO ALL DEVELOPMENT PARCELS

The following guidelines apply to all development parcels within the Telemark Park Resort:

Unless otherwise approved during the preliminary plan phase of the project, Building envelopes shall be configured

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within required setbacks within parcels approved in this Determination for such use, and shall be designated on Preliminary Plan submittal.

Preliminary plans shall be of 1"=50' or greater scale. Such plans shall show existing vegetation of 4" DBH (diameter at breast height) or larger trunk caliper and shall demonstrate an effort to preserve such vegetation wherever possible, with emphasis on preservation of larger and slower growth type trees and groves.

Preliminary plans submitted for review and approval shall show setbacks, limits of disturbance, building envelopes, snow storage areas, cuts, fills, proposed slopes for disturbed areas, general utilities, rights-of-way, easements, and proposed night lighting.

Preservation of natural features and vegetation to the extent reasonably possible is required. Retain existing tree stands and existing terrain where possible.

Building siting should be responsive to the overall development concept, adjacent development, and (i)Topography, (ii)Geology/soils conditions, (iii)Hydrology, (iv) drainage and flood plain considerations, (v) Vegetation, (vi) Views, (vii) Solar and micro-climate considerations, (viii) Access and circulation; pedestrian and vehicular, (ix) Seasonal response, (x) View corridors, (especially to the mountains), and (xi) Snow storage requirements.

3. COMMERCIAL SPACE.

Location: Commercial Space shall be constructed in the Villages indicated on the Master Plan, and shall not be transferrable between Villages.

Allowed Commercial uses: Office, Restaurant, Retail, Ski & Sports Shop, Tavern, Convenience Store, Delicatessen, Cafe, Sports/Fitness and other uses related to the recreational and residential nature of the development.

Prohibited Commercial Uses: Any business activity producing noxious fumes, hazardous waste or noise pollution, any other business activities prohibited in the zone or the County.

4. SET BACK AND SIDEYARD STANDARDS

Minimum Setbacks SINGLE FAMILY:
Front Lot Line: 20 Feet
Rear Lot Line: 30 Feet
Side Lot Line: 10 Feet
Distance from Road Centerline: 45 Feet

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Minimum Setbacks MULTIPLE FAMILY:
Front Lot Line: 15 Feet
Rear Lot Line: 25 Feet
Side Lot Line: 10 Feet
Distance from Road Centerline: 40 Feet
No building or structure other than fences shall be built within the setback criteria as described above.

5. SINGLE FAMILY SUBDIVISION LOT DESIGN STANDARDS:

It is the intent of these criteria to minimize surface and visual impact from the development of single family lots and to restrict dwelling placement, height, size and design so as to provide for unobtrusive, attractive dwellings in harmony and proportion with their surroundings.

The following parameters are being approved out of consideration for the environment, to allow for clustering of single family dwellings and larger open space areas, and to achieve aesthetic variation within the project. Applications for Preliminary and Final Approval of Subdivisions containing Single Family Lots will be approved if they demonstrate compliance with the following standards:

Lot Size: The minimum Lot size will be at least 10,000 Square Feet

Limits of Disturbance: Within each Lot, the Preliminary Plan and Final Plat must designate and show an area within each lot where grading and vegetation removal is allowed and where the dwelling and all improvements must be sited. Outside of the Limits of Disturbance only approved above-ground thinning of existing vegetation or spot planting, and the reasonable and necessary placement of utility service lines to the Lot may occur. The Limits of Disturbance Area will be shown on the Final Plat and varies from lot to lot to protect vegetation, drainage, and areas of steep slope.

Maximum Dwelling Coverage: Within each Lot, the Preliminary and Final Plat must designate the maximum size of allowable structures in plan view, including eaves, overhangs, and outbuildings, which may be constructed on the Lot. This is not the Floor Area, but the area of Lot coverage. The Maximum Dwelling Coverages and Maximum Dwelling Sizes shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Impervious Area: Within each Lot, the Preliminary and Final Plat must designate the maximum

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area of impervious surface allowed on a lot in addition to the Dwelling Coverage, including driveways, concrete slabs, walkways, steps and other surfaces impervious to water. The coverages shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Total Floor Area: Within each Lot, the Preliminary and Final Plat must designate the maximum Floor Area as defined by the Uniform Building Code, which does not include garages. The Maximum Floor Areas shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Garage Area: Each Lot must contain a garage. The maximum allowable garage shall be 600 square feet per dwelling. Larger garage areas will be counted against the total Allowable Floor Area of the Dwelling.

Maximum Irrigated Landscape Area: The Preliminary and Final Plats for each Single Family Subdivision must show the maximum allowable irrigated area for each Lot. The irrigated area is that portion of the Lot which may be irrigated or planted in non-native plants using additional water. The actual irrigated area will be shown on the final plat, but will average 1,600 square feet on each Lot. Some drip irrigation of native and drought resistant plants may be done beyond this limitation. Notwithstanding any of the foregoing, the Telemark Park Resort Special Services District will establish water rate schedules penalizing excessive landscape watering.

Upper Story Restriction: Succeeding or higher stories of a dwelling must be no larger than 75% of the next lower story if that lower story, as measured by the intersection of the floorplate plane with natural grade, is 50% or more above natural grade. In split-level designs such ratio is by reference to the floor directly below as opposed to the half-story.

Master Association Architectural Control Committee: Notwithstanding any of the foregoing, the Master Association Architectural Control Committee must approve all planned construction prior to any alteration of existing site conditions. The Telemark Park Resort Architectural Guidelines shall define this procedure, which regulates architecture, landscaping, siting, vegetation removal, thinning for firebreak, stormwater discharge and environmental guidelines. The standards and regulations of this Density Determination will be incorporated into the Subdivision Covenants, Conditions, and Restrictions for each Subdivision.

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SINGLE FAMILY LOT COVERAGE TABLES

Lot Area Dwelling Increment (square feet)	Coverage Factor for Increment	Maximum Coverage in Square Feet	Total Coverage in Square Feet
For the first 11,000 sq. ft.	26% coverage	up to 2860	up to 2860
For the next 11,000 sq. ft. (11,001-22,000)	18% coverage	up to an additional 1980 sq. ft.	up to 4840
For the next 11,000 sq. ft. (22,001-33,000)	8% coverage	up to an additional 880 sq. ft.	up to 5720
For the next 11,000 sq. ft. (33,001-44,000)	4% coverage	up to an additional 440 sq. ft.	up to 6160
For Area above 44,001 sq. ft	3%		

As an example of using the above Table, consider a 15,000 square foot lot: the Total Dwelling Coverage would be computed as follows: For the first 11,000 square foot of Lot area, a coverage of 26% applies. For the Lot Area above 11,001, a coverage factor of 18% applies. 26% of 11,000 = 2860 + 18% of 4000 (15,000 - 11,000) = 720 for a total of 3580 square feet.

MAXIMUM SINGLE FAMILY LOT "OTHER IMPERVIOUS" COVERAGE GUIDELINES:

lot area increments (sq ft)	maximum other coverage %	maximum other coverage (sq ft)	maximum total other coverage (sq ft)
up to 11,000	15.0%	1650	1650
11,001-22,000	10.0 %	1100	2750
22,001-33,000	5.0%	550	3300
33,001-44,000	2.5 %	275	3575
44,001 +	2.0 %		

As an example of using the above Table, consider a 15,000 square foot lot: the total other coverage would be 15% of 11,000 = 1650 + 10% of 4000 (15,000 - 11,000) = 400 for a total of 2050 square feet.

CUMULATIVE MAXIMUM SINGLE FAMILY LOT "TOTAL IMPERVIOUS" COVERAGE GUIDELINES: ("DWELLING" COVERAGE + "OTHER IMPERVIOUS" COVERAGE)

lot area increments (sq ft)	total dwelling coverage (sq ft)	total other coverage (sq ft)	total impervious coverage (sq ft)
up to 11,000	2860	1650	4510
11,001-22,000	4840	2750	7590
22,001-33,000	5720	3300	9020
33,001-44,000	6160	3575	9735

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44,001 +

As an example of using the above Table, consider a 15,000 square foot lot: the total impervious coverage would be the total of 3580 sq ft computed above and 2050 sq ft computed above for a total of 5630 square feet.

MAXIMUM SINGLE FAMILY LOT "FLOOR AREA" GUIDELINES:

MAXIMUM SINGLE FAMILY LOT FLOOR AREA GUIDELINES:

Lot area increments (sq. ft.)	maximum total floor area (percent)	maximum total floor area (by increment) (sq. ft.)	maximum total floor area (cumulative) (sq. ft.)
up to 11,000	45%	4,950	4950
11,001-22,000	30%	3,300	8250
22,001-33,000	15%	1,650	9900
33,001 +	8%	na	na

As an example of using the above Table, consider a 15,000 square foot lot: the total floor area would be 45% of 11,000 = 4950 + 30% of 4000 (15,000 - 11,000) = 1200 for a total of 6150 square feet.

6. COMBINATION OF LOTS

At Preliminary Plan submittal developer may reduce the total number of lots within a neighborhood by combination of lots. The resulting larger lots shall be allowed construction according to the formula in Tables above. In no event shall the foregoing allow developer to increase the total area of single family development or to increase the number of lots or total allowed construction.

Preliminary Plans for the first single family lots in the project shall contain, in form satisfactory to the County, Covenants for single family neighborhoods which contain provisions that:

Adjoining Lots may be combined if owned by one party. The resulting parcel shall be treated as one lot for all further purposes and such combination shall be deemed permanent. No lots, once combined, may be subdivided. The owner shall be required to file a Notice of Combination with the Master Association which shall record such notice with the County Recorder prior to commencement of construction. (The ownership of adjoining Lots is not, by itself, evidence of combination or intent to combine, and combination is not deemed to have occurred unless and until a Notice of Combination has been recorded, or a structure built which crosses the common Lot boundary line.)

The resulting larger lot shall be allowed coverage, impervious area and dwelling size according to the tables preceding as 1 lot, not the sum of the allowed areas prior to combination.

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The limits of disturbance area shall be revised by applying the ratio between the dwelling size allowed on the largest uncombined lot to the combined dwelling size allowed to the area of disturbance on the largest uncombined lot. The configuration of such area must meet all applicable setbacks and shall be subject to discretionary review by the Master Association Architectural Control Committee. Committee may disapprove the limits of disturbance based upon visual impact, vegetation impact and neighborhood compatibility. The Committee shall consider and rule upon such combinations prior to purchase if so requested.

Assessments by the Master Association shall be based upon a minimum per lot and an additional amount ratable to dwelling size, combined lots to be assessed as one (1) lot. No combination of Lots shall have the effect of increasing the assessment applicable to other Lots in the Subdivision which were not combined.

Dwellings in excess of 20,000 square feet of floor area must be approved by the Planning Commission on an individual basis.

7. SPECIAL GUIDELINES FOR TELEMARK HOLLOW LOT:

The Lot shown on the Telemark Park Resort, Concept Master Plan, revised June 7, 1996 as Lot 127 (previously Telemark Hollow Single Family) shall be subject to the following additional guidelines:

Driveway: The driveway shall conform to flag lot driveway standards and conditions contained herein.

Dwelling Height: The dwelling shall not break ridgeline as viewed from Jordanelle State Park Hailstone Marina Visitors Center by more than 12' and shall otherwise conform to single family dwelling height restrictions as revised.

Site Plan for limits of disturbance and driveway shall be submitted with final plan and be subject to discretionary review by County. Revegetation of all site cuts and fills shall conform to regulations established in Section VI, Sub-Sections L and M.

8. BUILDING HEIGHT.

Unless otherwise stated in regard to specific buildings or building locations, the following height standards shall apply within the Telemark Park Resort. Height is restricted on a neighborhood by neighborhood basis. Maximum height refers to the mid-point of a roof as measured from the ridge to the intersection of the roof and wall. Natural grade is defined

as a plane formed by the corners of the dwelling prior to any excavation. The height regulations for specific sites are as follows:

A. Lodge Condos at Slalom Village: Height shall be measured from the elevation of the finished grade at midpoint of building. The maximum height shall be 75 feet, consisting of not more than five levels. The building shall have a gable roof (a roof consisting of two inclined planes that meet at a ridge over the center of the building and slope down to the sidewalls) or a hip roof (a roof similar to a gable roof with a central ridge except that the roof slopes from the ridge to all outside walls), with the top level being partly located in the roof structure. The top level shall not cover more that 50% of the Building Footprint. The building must then step from such top level on both the ski hill side and the road side to avoid any vertical wall more than three levels in height.

B. Commercial at Slalom Village: is to be contained within the Lodge Condo configuration.

C. Ski Academy: Height shall be measured from finish grade at midpoint of building and shall not exceed 45 feet in height.

D. Roosevelt Gap Lodge: Height shall be determined in the field such that no portion of the Roosevelt Gap Development will be visually obtrusive from the vantage point of the Stew Pot restaurant located at 1375 Deer Valley Drive, Park City.

E. Telemark Village: Height will be restricted by reference to parcels on the Telemark Village, Concept Master Plan, June 7, 1996. Height shall be measured from natural grade as defined above and parcel numbers below are from Telemark Village, Concept Master Plan, June 7, 1996. Building height shall not exceed 38 feet at roof mid-point and 28 feet at eaveline (except gable and dormer ends) on Parcels #1 and #3, 58 feet at mid-point and 48 feet at eaveline (except gable and dormer ends) on Parcel #2, and 48 feet at mid-point and 38 feet at eaveline (except gable and dormer ends) for Parcel #4. Subject to further design discretion of the Planning Commission, Telemark Village structures, or special architectural features of such structures, with special mitigating architectural treatment, may exceed the above height restrictions.

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F. Single Family Dwellings: The maximum height of these buildings shall be 33 feet as measured from natural grade, chimneys and roof vents excepted.

9. STANDARDS INCORPORATED INTO RECORDED COVENANTS.

The recorded covenants governing each portion of the Development shall establish specific guidelines, consistent with these standards, and reasonably acceptable to the County for final siting of buildings and roads; building bulk, form and height limitations; building materials, colors and textures; and building orientations for maximum solar access and energy conservation purposes. The Design Guidelines attached as Exhibit C will also be incorporated into the master Declaration Covenants, Conditions, and Restrictions for the Telemark Park Resort.

10. HANDICAPPED/ELDERLY ACCESS.

Access for the handicapped must be provided in all buildings open to or used by the general public.

11. PARKING AND LOADING REQUIREMENTS.

A. General Parking Design Considerations.

Each development site is required to provide its own parking, which shall be under the control and ownership of the owners of that development site. All parking spaces shall be located on the same parcel as the building or use for which they are required. The Master Association Covenants, Conditions and Restrictions, or where appropriate, the neighborhood or condominium covenants shall address parking and include the following limitations:

(a) No parking spaces shall be located within the setback area of a parcel boundary.

(b) There shall be no parking of commercial vehicles with three or more axles in residential and accommodation parcels.

(c) Service bays within the building or parking structure shall provide for maneuvering of service vehicles.

(d) Underground parking clearance shall be a minimum of 8 feet high to accommodate vans and vehicles with ski racks. Driveways shall not exceed 15%, but should generally have a slope of less than 6%.

B. Special Provision for Roosevelt Gap:

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The litigation settlement agreement in the action entitled Park City Consolidated Mines Company et al. v. Park City Municipal Corp., Third District Court, Summit County, Civil No. 930390001 contemplates that the parking for Roosevelt Gap, if constructed as approved herein as a 105 unit lodge facility, will be primarily located at the adjoining Snow Park Hotel site in Deer Valley and will be connected to the Roosevelt Gap facility by funicular tramway so that guests and or residents would primarily access the facility from Snow Park. Parking provided in this manner will be acceptable to Wasatch County as meeting the requirement for on-site parking.

C. Parking For Residential Uses.

Parking for residential uses is based on the size of the residential structure, as shown on the following table:

Parking Required for Residential Uses

unit type	number of bedrooms	number of covered spaces	total number off-street spaces
sf	1-5	2	4
sf	6	2	5
sf	7+	3	6+*
ac	1	1	1
ac	2	1	2
ac	3	1	2
ac	4+	2	3+*
lc	1-2	1	1
lc	3-4	2	2
lc	4+	2+*	2+*
th/c	1-3	1	2
th/c	4+	2	3+*

* where asterisked, one additional space for each two additional bedrooms

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if housing unit sizes increase (in number of bedrooms) over proposals of the Application, the number of parking spaces shall increase in compliance with Section IV.K.2.a. Residential Parking above.

D. Parking for Commercial Uses.

Parking for Commercial and Support Commercial Uses. Parking for commercial space shall be provided in the ratio of 3 spaces per 1000 square feet of commercial building area, which includes employee parking requirements for those areas. This parking requirement does not apply to support commercial as the parking for those uses is accounted for in the residential parking requirements.

E. Parking for Recreational Uses.

Parking for Recreational Uses. Developer shall be required, in the sequence described herein, to provide 25 off street parking spaces in the Telemark Village area suitable for trailhead use. Such spaces may double for the commercial parking requirement at Telemark Village, as the timing of use is anticipated to be reasonably complementary and often related to both commercial and trail facilities.

F. Ski Academy Parking.

Ski Academy Parking shall be as shown below using a ratio of 3 parking spaces per 1,000 sq. ft.

G. Telemark Village Parking

Lodge Condominiums (2,000 sq ft avg)

Type	Units	Ratio	ps	
cv	43		1.5	64
uc	43		0.5	22
Total	43		2.0	86

NOTES:
cv indicates covered offstreet
uc indicates uncovered offstreet

Townhouse Cottages (2,400 sq ft)

Type	Units	Ratio	ps
cv	41	2	82
uc	41	2	82
Total	41	4	164

NOTES:
cv indicates covered offstreet
uc indicates uncovered offstreet

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Apartment Condominiums (1,000 sq ft)

Type	Units	Ratio	ps
cv	82	1.0	82
uc	82	1.0	82
Total	82	2.0	164

NOTES:
cv indicates covered offstreet
uc indicates uncovered offstreet

Employee Housing (1,000 sq ft)

Type	Units	Ratio	ps
cv	16	1.0	16
uc	16	1.5	24
Total	16	2.5	40

NOTES:
cv indicates covered offstreet
uc indicates uncovered offstreet

Commercial (42,000 sq ft)

Type	Units	Ratio	ps
ap	42	3.0	126

NOTES:
ap indicates applicant request

Ski Academy (20,000 sq ft)

Type	Units	Ratio	ps
ap	20	3.0	60

NOTES:
ap indicates applicant request

The following is a summary of proposed parking provided within the Telemark Village

Type of use	ps
Lodge Condominiums	86
Townhouse Cottages	164
Apartment Condominiums	164
Employee Housing	40
Commercial*	126
Ski Academy*	60
Total	640

* using the applicants proposed ratio of 3 spaces per 1,000 sq. ft.

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12. SITE PREPARATION, GRADING, AND RE-VEGETATION.

Prior to any construction or the issuance of any building permit, Developer shall comply with the following conditions:

A. Geological Reconnaissance and Geotechnical Analysis.

The Report by Dames and Moore entitled Engineering Geology Reconnaissance and Geotechnical Study Telemark Park Proposed Development, dated December, 1988 and Amended July 13, 1989, is incorporated herein by reference. The recommendations of the above report are incorporated herein as conditions of this approval.

Notwithstanding the foregoing, Preliminary Plans shall be subject to site specific geotechnical review by the County and its consultants. Such plans shall show all proposed grading, cuts and fills, and shall specify slope angles and construction specifications for both cut and fill slopes.

Notwithstanding the foregoing, any building permits applied for in Telemark Park Resort shall conform to the specific geotechnical recommendations established for that site during Preliminary Review, and, in the absence of such recommendations shall be required to obtain such a site specific report.

In addition to site specific geology and geotechnical recommendations made by project geologists and geotechnical engineers, all project grading work shall be in accordance with provisions of Chapter A33 of the Uniform Building Code, 1994 Edition, or subsequent adopted revision thereto.

B. Site Preparation: Building Areas, and Trails.

The outlines of areas of site work shall be staked prior to beginning site clearing, grubbing or grading. All work areas shall be flagged including, but not limited to, access roads, storage areas, trails, buildings, utility corridors, road rights-of-way, building areas, and construction roads. Trees and vegetated areas which are within the defined areas and which are to be protected shall be encircled with snow fencing or other barriers of sufficient durability to last through a construction period. The County shall inspect and approve areas of site work prior to construction.

Methods of disposal of vegetative materials shall be approved by the County prior to any site work.

Stripped and stocked topsoil shall be seeded or protected by other erosion control methods acceptable to the County upon the earlier of: (i) 30 days after a stockpile is completed;

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or (ii) immediately, if a stockpile is completed between August 15th and the following May 1st.

A clearing, grubbing and grading specification which describes all operations, including, but not limited to, depth of root removal, dust control, temporary surface drainage controls, seasonal phasing, and haul routes, shall be approved by the County prior to any site work.

Site clearing, grubbing and grading shall be phased according to County approved construction schedules.

C. Site Grading, Drainage, and Erosion Control and Revegetation.

In order to minimize site disturbance, roadbeds shall be graded and stabilized prior to other site preparation.

Excavation or the extension of fill beyond the boundary of Disturbed Area is prohibited. Foundation construction shall be accomplished with precise cuts and fills.

Dust control measures approved by the County for work on-site and for haulage off-site shall be instituted to minimize fugitive dust problems.

Damage to trunks and roots of trees that are to be saved and soil compaction to root systems of such trees shall be avoided. Cuts, or fills over root zones of plants that are to be saved shall be avoided . Grading shall not be permitted within six feet of trees that are to be saved.

Utility lines shall be installed within road rights-of-way, under future trails, paths, or ski runs, or in areas otherwise unavoidably disturbed by construction. Trenches for utilities shall not be dug within the drip lines of trees that are to be preserved. If it is found absolutely necessary to route utility lines through undisturbed areas, the location of such lines shall require the advance approval of the County. If so approved, such areas shall be regraded after proper compaction of trenches and re-vegetated with native plant materials; seeded areas shall be protected with crimped straw, aspen mats or with another method approved by the County for erosion control.

Drainage diversions and structures shall be installed prior to any site disturbance in an affected drainage.

Graded surfaces shall not be left unprotected through the winter. All such surfaces shall be hydro-mulched or protected with crimped straw, aspen mats or with another method approved by the County. All disturbed slopes of 30% or greater longer

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than 12' as measured perpendicular to the contour shall be protected by dikes or perimeter diversions of a type, size, and location approved by the County.

In order to prevent loss of natural vegetation, the County may require installation of retaining structures where the vertical differential at centerline of the finished road profile grade and the natural grade exceeds 25 feet. All retaining walls and structures proposed in the Application or other wise required by the County shall be constructed by Developer.

In order to protect natural vegetation and to minimize erosion, the horizontal cross section of the roadway limits of disturbance in excess of 100 feet shall require the approval of the County Planner.

All retaining structures proposed in the application or otherwise required by the County shall be the responsibility of and constructed by the Developer.

D. Grading confined within parcel boundary.

All grading requirements of each development must be resolved within the property boundary.

Cuts and fills should be minimized and blended into the existing terrain.

No retaining walls shall exceed 10' in height without a step or horizontal break of at least 3'. Timber retaining walls are discouraged.

Slopes of cut and fill banks should be determined by soil characteristics for the specific site to avoid erosion and promote re-vegetation opportunities.

Maximum allowable slope shall be 2:1 (3:1 for mowable grass areas) unless stamped site specific geotechnical analysis allows steeper slopes.

The tops of cut slopes shall be rounded so as to blend with natural grade.

13. REVEGETATION & EROSION CONTROL POLICIES.

Preliminary Plans shall be required to show specific revegetation and erosion control plans for all disturbed areas within the Project. Such plans shall conform to the following minimum standards:

A. Plant Materials & Application:

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Plant materials shall be native to the area or adapted to non-irrigated conditions for the area planted. Seed mixes shall be varied for slope, aspect and soil type & cover. Seed mixes shall contain a minimum of 4 approved grass species and 2 approved legumes. Revegetation methods shall include an application of approved seed mix on a prepared surface at a minimum of 30 lbs/acre PLS, with an organic mulch applied at a minimum of 2,000 lbs/acre.

B. Revegetation of Ski Runs, Cut & Fill Slopes & Non-Irrigated Landscape:

Where disturbed, ski runs shall be revegetated to a minimum hydrologic cover of 50% within 3 growing seasons. Cut & fill slopes shall be revegetated to a minimum 30% hydrologic cover within 3 growing seasons except where the County approves a rock surface. Ski runs shall be revegetated with grass and herbaceous plants as opposed to shrubs, trees and woody species. Cut and fill slopes shall be seeded with grasses and legumes, but may also include shrubs, trees and woody species. Disturbed areas shall not be allowed to remain over winter, and shall be treated with seed and mulch within 8 weeks of disturbance or 4 weeks of finish grading. Preliminary Plans shall show revegetation plans and Final Plans shall show construction detail.

C. Erosion Control:

Erosion shall be controlled in the long term by revegetation and permanent conveyance and detention structures. During construction and prior to the establishment of vegetation, erosion and sedimentation shall be controlled by means of silt fencing, straw bales, the construction of water bars directing sheet runoff into non-disturbed areas at regular intervals and the application of mulches and erosion control blankets as soon as possible after disturbance. Preliminary Plans shall show erosion control design, and Final Plans shall Show construction detail for such measures.

D. Site Drainage:

The heavy snowfalls in the Telemark Park Resort area require special attention to drainage.

Preliminary plans shall be required to indicate how storm discharge from each parcel and any related improvements is directed so as to conform to the requirements of the Hansen Allen Luce Telemark Park Surface Water Runoff Control Conceptual Level Master Plan of December 1989. Such plans shall be subject to further review by Wasatch County for conformance to County Requirements.

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Runoff from impervious surfaces such as roofs and pavement areas shall be collected and directed to drains.

Positive drainage of all public and private plaza and walkways is required. Drains should be full catch basins or trench drains. Balcony floor type drains are not acceptable.

VII. EMPLOYEE HOUSING

Developer shall be required to provide one employee housing unit for each 32 dwelling units and single family lots platted within the project, up to a maximum of 16 such units. Employee housing units are defined as units held permanently for rental on a monthly basis. Such units shall not be sold individually or converted to condominiums. Such units shall be approximately 1,000 square feet, and will be located in Telemark Village, and must conform to all other requirements for residential construction in Telemark Park Resort.

Until such time that 16 such units have been constructed, Developer shall be required to show on each preliminary plan submission, the provision of one such unit for each 32 dwelling units.

VIII. RECREATION AMENITIES, OPEN SPACE, AND COMMON AREA MANAGEMENT

Within the Telemark Park Resort property there are a number of areas that have been reserved as Open Space Areas under this Density Determination. The management and ownership of these open space areas is an important consideration in the overall Density Determination, and is viewed as an essential amenity to the development sites. The following policies and regulations will apply to the use, ownership, and management of the open space areas:

1. OPEN SPACE OWNERSHIP.

The following open space classifications are shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996.

A. Forest & Woodland Preserve (F&WP):

Forest and woodland preserve areas will be owned by the Telemark Park Master Owners Association, with restrictive covenants in favor of Wasatch County and/or a conservation organization to guarantee the preservation and maintenance of these natural areas, and prohibiting development on those properties, or dedicated to the public with similar

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restrictions. Certain open space preserves, as shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996. may be dedicated to Park City.

B. Master Association Roadways (RRW):

Private roads will be vested in the Telemark Park Master Owners Association, which will have the power to assess properties within the project for purposes of road maintenance and operation.

Public roads leading to the project will be dedicated to either Wasatch County or the Jordanelle Special Service District, as directed by Wasatch County.

C. Recreation and Forest Conservation:

Recreation and Forest Conservation areas will be owned by the developer, or the Telemark Park Master Owners Association, and may be leased or sold to other private parties, including but not limited to Deer Valley Resort Company, for operation and maintenance of the recreation amenities including ski lifts and ski runs. Conservation easements over certain areas, as shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996., may be granted to Park City.

D. Public Access:

Common areas within Telemark Park Resort will be private. The developer and the Master Association may allow public access to Recreation Amenities and may charge for such use. Such charges may have a differential between Master Association Members, Wasatch County Residents and the general public, but shall not otherwise discriminate against members of the general public. The common areas are not dedicated to the public.

E. Open Space Covenant:

At the first Plat Approval or building permit, the Developer must record an open space covenant preserving open space areas from non-open space uses.

2. RECREATION AMENITIES.

A. Recreation Amenities Defined:

Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996. is incorporated by this reference. Recreation Amenities shall be constructed in general conformance to the Exhibit in terms of location, dimensions and limits of disturbance. Specifications for Trails are

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contained on the referenced exhibit. Fixed structures shall be designed at Final Plan approval and may vary in terms of footprint, but shall conform to the Architectural Guidelines set out for the project. Variation from the exhibit shall be subject to approval by the County Planner, and may be denied if found to be inconsistent with the intent of this approval.

B. Conformance to standards:

The development of all skier and other recreation amenities shall conform to:

Any inter-resort agreements for operations, maintenance, and construction.

AASHTO bridge construction and specifications.

All padding, parapet, curbs, and railing requirements as described by ANSI standards.

All applicable UBC standards for design, snow, and vehicle landings and for earthquake loadings.

Area operator and his insurance carriers requirements.

The design and construction of skier bridge and or tunnels shall adhere to the aforementioned requirements with particular consideration towards skier and vehicular clearances, padding, structure leakage protection, widths, slopes of ski trails both entering and exiting structures, and to finish surfaces and their relative grades.

C. Inventory & Phasing.

(a) Pre-Development Recreation Amenities:

Developer may apply for permits necessary to construct the following Pre-Development Amenities prior to Preliminary Approval of the first phase, subject to the conditions contained herein.

Alpine Ski Facilities:

Up to 30 Acres of Alpine Ski Runs and trails.

Trails/Nordic Skiing Facilities:

All Class I, II & III Trail, up to 15 Miles Total.

Parking & Guest Facilities:

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Temporary Gravel Surfaced parking for up to 20 vehicles.
Temporary Restroom Facilities (Self Contained, Licensed).
Up to 3 portable warming huts, not to exceed 600 square feet in total floor area.

Pilot Roads and Snow Cat Lanes:

Up to 5 miles of geotechnical investigation pilot roads and snow cat lanes.

(b) Phase 1 Recreation Amenities:

Phase 1 Recreation Amenities shall be constructed or bonded for prior to or with the first plat or condominium record of survey recordation.

Alpine Ski Facilities:

Option A (Alpine). If first phase is Roosevelt Gap and/or Snowtop Neighborhood only:

Fife's Run with return to Snow Park Lodge (Park City)

Option B (Alpine). If first phase is other than or includes other than Roosevelt Gap, and when any area other than Roosevelt Gap/ Snowtop Neighborhood is platted:

Slalom Chairlift Constructed

4 Ski Runs from Slalom Chairlift servicing Roosevelt Gap and Slalom Village.

Adequate snowmaking to cover up to 20 acres.

Trails:

Minimum 3 Miles Class I Trail

Minimum 5 Miles total Class II & III Trail.

Minimum 15 off-street parking spaces at Telemark Village Center suitable for trailhead use (may double as commercial parking).

(c) Phase 2 Recreation Amenities.

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Phase 2 Recreation Amenities must be constructed or bonded for prior to or with platting or record of survey recordation for more than 50% of the residential units in the project.

Alpine Ski Facilities:

Additional ski runs so as to provide approximately 40 total acres.

Additional snowmaking so as to cover minimum 30 acres.

Trails/Nordic Ski facilities:

Additional 3 Miles total class II & III Trail.

Additional 10 Off-Street Parking Spaces at Telemark Village
Center suitable for trailhead use, 25 total (may double as commercial parking).

(d) Optional Recreation Amenities:

Optional Recreation Amenities are contemplated by this Density Determination, are depicted or referenced on the Telemark Park Resort, Recreation Amenity Exhibit, revised June 7., may be constructed, but are not required.

Alpine Ski Facilities:

Jordanelle Access Chairlift
Additional Ski Runs, up to 70 acres.
Neighborhood Access Ski Lanes.*
Additional snowmaking, up to 60 acres.

Tennis/Swimming/Health Spa:

2 Regulation Tennis Courts at Roosevelt Gap, Slalom Village, Telemark Village Center, Little Baldy; 8 Total.

Swimming pools @ Roosevelt Gap, Slalom Village & Telemark Village Center, 3 total.

Health Spa Facilities at all multi-family & commercial centers.

Trails:

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Up to 15 total miles.

* Note: Neighborhood Access Alpine Ski Lanes are alpine skiing trails connecting development sites and dwellings to major ski runs and trails. Lanes are to be designed to minimize grading impact and must be machine groomable in winter. As alignment will depend upon final lot layout, lanes are referenced but not depicted on Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996. Lanes are to be shown on Preliminary

(e) Association Common Area Recreation Facilities:

At Preliminary Plan Developer may apply, or after construction individual homeowners associations may apply to the County and the Master Association Architectural Control Committee for right to construct common area amenities such as tot lots, picnic facilities, single tennis courts, hot tubs, small pools, game areas etc.. Such facilities must be located within the common area of said Association, may not encroach upon Master Association Open Space and may be denied due to visual impact, environmental impact, or neighborhood incompatibility.

D. Recreation Amenity Ownership & Operation:

(a) Developer Primary Owner & Operator:

The Developer shall have primary ownership of and operating responsibility for major amenities. Developer may retain ownership to such amenities and operate them as for-profit businesses. The Maintenance Agreement will define methods by which ownership and operating responsibilities may be transferred to parties willing and capable of assuming the responsibilities attached thereto.

(b) Master Association May Own and Operate.

According to terms defined in the Maintenance Agreement the Master Association may be invited to operate and may receive title to some or all recreation amenities. The Master Association may elect not to operate such amenities, in which case the Abandonment Bonds shall be used to restore and/or stabilize the improvements. Under certain circumstances described in the Maintenance Agreement, the Master Association may not decline title to the R&FC lands.

(c) Recreation and Forest Conservation Lands:

Those lands shown on the Land Use Exhibit as Recreation and Forest Commercial shall be owned by the developer, the Master Association or other operator of the recreation amenities

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connected thereto. The parcels shown on the referenced exhibit may not be converted to other uses.

(d) Alpine Ski Facilities:

Alpine Ski Facilities, including the R&FC parcels to which they are attached, shall be owned by the Developer, Master Association or Operator of the facility as defined in the Maintenance Agreement. Owner may lease such facilities to a Concessionaire as defined in the Maintenance Agreement.

(e) Trails/Nordic Ski Facilities:

Trails and Nordic Ski Facilities, which include the R&FC parcels so designated as well as the Trail Easements over F&WP lands, shall be owned by the Developer, Master Association or Operator of such facilities as defined in the Maintenance Agreement. Owner may lease such facilities to Concessionaires as defined in the Maintenance Agreement. Owner also may dedicate such facilities to the public or a non-profit entity subject to approval of Wasatch County.

(f) Other Recreation Amenities:

Individual Homeowner Associations shall own and operate all amenities located within their Common Area. Village Center Sports/Fitness, Swimming & Tennis facilities shall be owned and operated in the same fashion as the Ski Amenities.

E. Access to Recreation Amenities:

Homeowners, Residents and Guests of Telemark Park Resort shall enjoy access to all Recreation Amenities, but may be charged by the Owner or Operator of such amenities at rates no greater than those charged the general public. Developer or owner of such amenities shall be free to enter into agreements with the Master Association for special rates and access arrangements to such Amenities, and may exclude the general public or charge the general public higher rates. Such agreements may include payment of all fees by Master Association, and access to Homeowners, Residents and Guests controlled by the Master Association. Notwithstanding any of the foregoing, no method of exclusion shall be implemented which shall deny access at fair market rates to Homeowners, Residents and Guests of Telemark Park Resort. This shall not preclude the closure of specific trails from time to time for the purposes of the Ski Academy and its related uses for training, special events, as reasonably necessary or convenient for the purposes of the Academy.

F. Pre-Development Recreation Amenities:

Developer shall have the right to construct and operate the Recreation Amenities inventoried in Section VIII.2.c.(a). prior to application for preliminary approval or plat approval for the first phase of the Project, subject to the following conditions:

(a) Developer shall submit a Pre-Development Water Quality Plan for review and approval by the County's water quality consultants. County's consultants must review and approve plans for conformity to Telemark Park Resort Water Quality Control plan and non-degradation of off site water quality.

(b) Developer shall submit plans at 50 scale or better to the county showing: proposed construction, proposed limits of disturbance, proposed construction methods, proposed erosion control and revegetation, estimated cost of improvements, estimated cost of abandonment and bond or letter of credit for amount in excess of existing out of pocket fund. Such plans shall be subject to approval by the County Planner and Building Official, and staking shall be subject to inspection for conformance to plans prior to construction.

(c) Pursuant to such approval, Developer may apply for permits to operate a Nordic Skiing and Mountain Biking operation as a business with advertising to the general public.

(d) Developer is specifically prohibited from operating Alpine Skiing except on a private, non-advertised, promotional, or club basis prior to Preliminary Approval.

(e) Developer must meet all other County and State requirements for any such operation, including health requirements. Sewage must be totally contained, must be handled by licensed waste operators, and may not be disposed of on site. It is contemplated that sewage would be handled by chemical toilet only.

(f) Warming Huts must be portable and may not exceed a total of three and total square footage of 600 feet.

(g) Geotechnical pilot roads must be within the proposed alignment right of way of project roads.

G. Recreation Amenities Abandonment Plans & Bonds.

Final Plans shall contain abandonment plans for any recreation amenities proposed addressing steps and costs necessary to restore and stabilize the site to a nondegrading

condition in the event that the recreation amenity is abandoned.

Excepting Pre-Development Recreation, Abandonment Bonds shall be posted prior to the construction of Recreation Amenities. The administration of such bonds shall be provided for in the Maintenance Agreement.

IX. MAINTENANCE AND ADMINISTRATION

1. MAINTENANCE AGREEMENT.

On or before the approval of the first plat or the issuance of the first building permit, with the exception of Pre-Development Recreation, Developer, Master Association and Special Services District shall execute and record, in form and substance satisfactory to the County, a Maintenance Agreement satisfying or containing each of the following:

A. Each beneficiary, mortgagee, lienholder or other owner of interest in the property, of record as of the recording date of said Agreement, shall execute an agreement subordinating their interest to the Maintenance Agreement.

B. Provisions for Maintenance and Abandonment Bonds which shall be posted by Developer in conformance to Maintenance and Abandonment Plans, and shall cover Recreation Amenities, Stormwater Conveyance and Water Quality Facilities.

C. An Open Space Preservation Agreement covering the Forest and Woodland Preserve areas of the Property.

D. Provisions for the operation and maintenance of the Recreation Amenities inventoried in Section VIII, in conformance to the following terms:

Developer or assigns shall operate and maintain the Amenities or lease them to entities capable of doing so.

In the event that Developer declines to operate any or all amenities, such failure shall be deemed an invitation to the Master Association to operate and maintain said amenities.

The Master Association shall have the right to choose not to operate said amenities, in which case the Developer shall be responsible to dissemble and restore said amenities to safe, stable conditions requiring no further maintenance. In the event that Developer fails to make such Restoration, the Abandonment Bonds shall be made available to the Master Association for such abandonment.

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Nothing herein shall be construed to alter or displace the right of Developer to operate the Recreation Amenities, provided, however, that should Developer desire to resume operation of said Amenities after a period of operation by the Association it shall be required to give 30 days notice, to reimburse the Association for any costs in excess of receipts which it incurred during such operation, plus a fair interest rate from the dates of such expenses.

The Recreation Amenity Operation Rights shall run with the land. Provisions shall be made in the Maintenance Agreement to prevent the enforcement of liens, mortgages, deeds of trust or other obligations of Developer from damaging, removing or dismantling Recreation Amenities (including but not limited to Ski Lifts).

E. Recreation Amenity Abandonment Bonds:

The Maintenance Agreement shall contain provisions governing the administration of Abandonment Bonds. Abandonment Bonds are described in Section VIII.

F. Water Quality Maintenance:

The Maintenance Agreement shall have provisions for the operation and maintenance of Stormwater Conveyance and Water Quality facilities:

After construction, three years of operation and inspection, the Master Homeowners Association or a Special Services District shall accept permanent maintenance and operation of such facilities.

Following construction, such facilities shall be inspected annually for a period of three years, after which they shall be inspected at five year intervals. Such inspection shall be defined in the Maintenance Agreement to the satisfaction of the County's Water Quality Consultant.

In the absence of seasonal or perennial streams discharging from the Property, Water Quality shall be monitored as follows:

At the outlet of the lowest detention basin, or above the culvert at U.S. Highway 40, whichever of the following measures is considered most reliable by County's water quality consultant shall be installed: Either a device capable of collecting water quality samples during storm events, which samples must be collected within 24 hours

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of an event, or a monitor connected to offices and caretaker dwelling which would signal the issuance of water from the detention basin so as to notify personnel to collect such samples on a 24 hour basis.

2. LEGAL STRUCTURE OF THE DEVELOPMENT.

A. Developer's Responsibilities.

The Developer is defined as the Applicant or Applicant's assigns or successors in the surface estate of the Property. The Developer shall bear primary responsibility for conformance to the conditions in this Approval, for construction of all improvements as shall be required under Preliminary and Final Approvals, for the posting of all required bonds and securities, for the construction of Recreational Amenities in accordance with Section VIII of this approval and for such other requirements as may be imposed by Preliminary and Final Approvals.

B. Jordanelle and Telemark Park Resort Special Services Districts.

It is anticipated that the existing Jordanelle Special Services District will operate and maintain the sanitary sewers collection and conveyance facilities, and may operate and maintain the water system and other facilities within the area and the project. Wasatch County may assist, if appropriate, and participate in the creation of a Telemark Park Special Services District (or districts) to be organized in conformance with appropriate Utah law to own, operate and maintain facilities not operated by the Master Association or the Jordanelle Special Services District.

C. Telemark Park Resort Master Association.

A Utah non-profit corporation shall be organized in accordance with the Development Code as an owners association to own, operate and maintain all private roadways, Master Common Area, and Master Common Facilities such as ski bridges, etc., to enforce the Covenants, Conditions & Restrictions, to enforce the Architectural & Environmental Guidelines and, if it chooses, certain Recreation Amenities. The Master Association must be constituted in a manner satisfactory to the County in the following respects:

(a) The Master Association must have the power to assess members of the association to carry out its necessary and intended purposes.

(b) Assessments and voting rights must be reasonable and fair, it must be bound by the maintenance agreement, its

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assessment liens must take precedence over all other liens excepting governmental entities, and it shall be governed by a fairly elected Board of Trustees.

D. Sub-Associations.

Individual Condominiums, Lodges and/or neighborhoods may organize non-profit corporations or condominium owners associations under Utah law to own, operate & maintain sub-common area and enforce sub-covenants within certain areas. In the case of condominium ownership, an association of condominium owners will be formed as required by applicable law to govern the common areas of the condominium.

E. Sale of Development Parcels.

It is anticipated that Applicant may, from time to time, sell some of the Development Parcels to third party Developers. The sale of development parcels within the Resort can occur only pursuant to approved Preliminary Plans and shall not relieve Developer of any responsibilities conditioned in this approval. Such parcels shall be entitled to rely upon the Density Determination and other development standards contained in this Order, provided that they will remain subject to final plan and review and all other Conditions of this approval. The owner of such Parcels shall become the Developer of that parcel, but shall not be the Developer of the Resort as defined hereunder. The conditions imposed and rights conferred by this Order are intended to run with the land.

3. OTHER APPLICABLE LAWS.

All additional applicable state and federal laws and regulations shall also apply to this project.

X. DURATION OF APPROVAL

The County's Development Code, the Wasatch Development Code (adopted June 23, 1979) has been amended November 21, 1984 to allow planned Recreation Developments to obtain a Density Determination that would last longer than two years. The amendments were approved November 21, 1984 and became effective with the publication date of December 4, 1986. The following are the ordinance changes made effective December 4, 1986:

1. Insert the following at the end of Section 9.3.C.2. (entitled "scope"):

Determining density standards applicable to a proposed development in accordance with the procedures

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set forth herein is in the nature of specifying the density characteristic of the zoning applicable to the property in such proposed development and is not in the nature of granting approval of the proposed development itself or any part thereof. Approval to proceed with any portion of the proposed development is granted only as a plat or building permit relating to such portion is finally approved or issued in accordance with Steps 3 through 21 of Paragraph 9.1.D. of this Code. Except as expressly set forth therein or in the density standards established for a proposed development, all County ordinances, resolutions, rules, regulations, impact and development fees, and other charges shall apply to any portion of a proposed development as they exist at the time the plat or building permit relating to such portion is finally approved or issued in accordance with Steps 3 through 21 of Paragraph 9.1.D. of this Code. Once density standards applicable to a proposed development are established in accordance with the procedures set forth herein, and unless and until such standards are amended, suspended, or terminated in accordance with Section 9.3.C.7. thereof, (all design, engineering, construction, and development activities relating to the proposed development shall be in strict accordance with the Density Data for the proposed Development (and all of the designs, plans, plats, drawings, representations, requirements, terms, and provisions contained therein) as modified, conditioned, revised, or refined in accordance with the County Commission's findings and order establishing the density standards for the proposed development.)

2. Replace Section 9.3.C.i. (entitled "Step 9") with the following:

Step 9: Within thirty (30) days following the posting of the County Commission's findings and order, the developer shall prepare and cause to be recorded a form of Notice of Density Standards (satisfactory in form and substance to the County Attorney) containing (i) a property description of all parcels included in the proposed development with sufficient accuracy to enable proper recording and abstracting (ii) an incorporation by reference of all the conditions, restrictions, requirements, limitations, terms and provisions of said findings and order and a general summary thereof; (iii) the names and addresses of representatives of developer and County who can be contacted concerning the density standards; (iv) notice of any stipulations of the developer submitted to the County concerning the density standards and the fact that the density standards and any such stipulations bind present and future owners and mortgagees of any part of the proposed development; (v)

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such other matters as the Planning Commission staff and/or the developer deem to be appropriate or helpful; and (vi) the acknowledged signatures of all Owners of any part of the proposed development. A draft of said notice prepared by the developer and a preliminary title report and color coded map reflecting the location and description of each parcel comprising a part of the proposed development shall be delivered by the developer to the Planning Commission staff at least two (2) weeks prior to the end of said thirty (30) day period. In the event the developer fails or refuses to prepare such Notice the County may prepare such Notice and cause it to be recorded at the developers expense and without the Signatures of such Owners. Such Notice shall be recorded to give notice to all persons now or hereafter interested in the proposed development. Upon completion of the foregoing Steps 1 through 8 and this Step 9, the developer shall proceed as set forth in Steps 3 through 21 of Paragraph 9.1.D.

3. Insert the following new Section 9.3.C.7.:

Amendment, Suspension, or Termination of Density Standards: Following the establishment of density standards for a proposed development in accordance with Paragraph 9.3.C., such density standards shall remain applicable to and shall bind all real property comprising a part of such proposed development as a portion of the zoning requirements for such property unless and until amended, suspended, or terminated in accordance with one or more of the following paragraphs a, b, and c.

a. **Amendment, suspension, or termination of density standards proposed by developer.** The density standards proposed for a particular development may be amended, suspended, or terminated by the developer again proceeding in accordance with Steps 1 through 9 of Paragraph 9.3.C. Any density data filed in an effort to seek such amendment, suspension, or termination shall contain title evidence satisfactory to the County disclosing all Owners of any portions of the development subject to the initial density standards, shall contain a written request for such amendment, suspension, or termination signed by all Owners of, and lien holders upon all portions of the development for which a final plat or plats have not therefore been recorded, or for which building permits have not been issued and all construction under such permits completed, and may rely upon those portions of the Density Data submitted in support of the initial density standards which are certified and warranted as still true and correct by all such Owners at the time of such amendment, suspension, or termination is requested. In conjunction with any

amendment, suspension, or termination requested by the developer under this paragraph a., the Planning Commission and County Commission may consider and adopt any other amendment, suspension, or termination of the density standards which they deem appropriate. The Planning Commission may recommend and the County Commission shall approve an order amending, suspending, or terminating the initial density standards if the developer proves by a preponderance of the evidence that the density standards for the development, as amended, suspended, or terminated, satisfy each of the requirements of Paragraph 9.3.C.5. and that the developer is in accordance with all of the conditions, restrictions, requirements, limitations, terms, and provisions of the density standards as so amended, suspended, or terminated.

b. **Amendment, suspension, or termination by County or others.** Because density standards are established in accordance with this Paragraph 9.3.C. constitute zoning characteristics for the property within a proposed development, such standards may be amended, suspended, or terminated in accordance with procedures set forth in Paragraph 5.6. of this Code for amending the zoning applicable to all properties situated in the County.

c. **In accordance with the density standards.** In the event of any breach of or default under any condition, restriction, limitation, term, or provision of the density standards applicable to a development, the County may pursue any rights or remedies set forth in the density standards with respect to such breach or default, may amend, suspend, or terminate the density standards under the foregoing paragraph b. or under any rights or remedies set forth in the density standards, and/or may pursue any other legal or equitable remedy to enforce compliance with such condition, restriction, limitation, term, or provision. The foregoing rights and remedies of the County shall be cumulative and may be pursued simultaneously or separately."

It is the intention of the County in entering this Order that the Density Determination have the maximum duration allowable under these Code amendments.

These Findings and this Order of Density Determination have been entered pursuant to the provisions of the Wasatch County Development Code this 5th day of August, 1996.

BOARD OF COUNTY COMMISSIONERS
WASATCH COUNTY, STATE OF UTAH

00188648 Bk00039 Pg00746

By: _____
LaRen Provost

By: _____
Keith Jacobson

By: _____
Sharron Winterton

Attest:

_____
County Clerk

XI. ACCEPTANCE AND APPROVAL OF PROPERTY OWNER

Trans-Wasatch Company, L.L.C., a Utah Limited Liability Company, as the successor to Trans-Wasatch Company, a Utah Corporation, and the applicant before the County, hereby acknowledges its acceptance and consent to the conditions imposed by the foregoing Findings and Order of Density Determination entered by the Wasatch County Commission.

Dated this 2 of August, 1996.

TRANS WASATCH COMPANY, L.L.C.

By _____
H. McKay Edwards
Chief Operating Officer

ASSIGNMENT OF INTEREST

Pursuant to sale of property subject to the foregoing First Amended Findings and Order of Density Determination, Trans-Wasatch Company, L.L.C., the successor in interest to Trans-Wasatch Company, a Utah Corporation, the

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Applicant before the County, hereby assigns all rights connected herewith to Deer Crest Associates L.C., A Utah Limited Liability Company.

Dated this 8 of Aug., 1996.

TRANS WASATCH COMPANY, L.L.C.

By: _____
H. McKay Edwards
Chief Operating Officer

Deer Crest Associates, L.C., a Utah Limited Liability Company, as successor to Trans-Wasatch Company L.L.C., hereby acknowledges its acceptance and consent to the conditions imposed by the foregoing First Amended Findings and Order of Density Determination entered by the Wasatch County Commission.

DEER CREST ASSOCIATES, L.C.
By: LCC Properties Group, L.C.

By: _____
David M. Luber, its
Managing ~~General Partner~~ Member

JOINDER BY LIEN HOLDER

Park City Consolidated Mines Company, a Utah corporation which holds the beneficial interest in a deed of trust covering the property that is subject to this application, hereby acknowledges the foregoing Order of Density Determination, and agrees that it will be bound by the terms and conditions of the Order, and will succeed to the burdens of the Developer under this Order in the event that it takes title or possession under the deed of trust.

Dated this 8 day of Aug, 1996.

Park City Consolidated Mines Company,

By: _____
Its: President

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STATE OF UTAH)
:ss
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 5th day of August, 1996 by LeRen Provost, Keith Jacobson, and Sharron Winterton who are the members of the Wasatch County Commission, and who executed the foregoing on behalf of Wasatch County.

Notary Public
Residing at:

Commission Expires:

Notary Public
DAN H. MATTHEWS
725 Valley Hills Dr.
Heber City, Utah 84032
My Commission Expires
April 27, 1999
State of Utah

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 2 day of August, 1996 by H. McKay Edwards, who is the Chief Operating Officer of Trans-Wasatch Company, L.L.C., who executed the foregoing on behalf of that Limited Liability Company with proper authority.

Notary Public
Residing at: Salt Lake

Commission Expires:
4/3/98

NOTARY PUBLIC
DIANE ZIMNEY
1700 Park Ave. - PO Box 2404
Park City Utah 84060
Commission Expires
April 2 1998
STATE OF UTAH

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 2 day of August, 1996 by Harry Reed, who is the President of Park City Consolidated Mines Company, who executed the foregoing on behalf of that corporation with proper authority.

Notary Public

66

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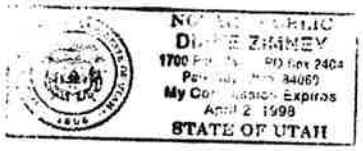
Residing at: Park City 750

Commission Expires:
4/8/98

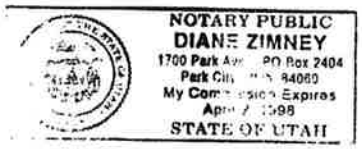


STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 2nd day of August, 1996 by David M. Luber, who is the Managing ~~General Partner~~ of Deer Crest Associates, L.C., who executed the foregoing on behalf of that Limited Liability Company with proper authority.

Notary Public
Residing at: Park City

Commission Expires:
4/2/98



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LIST OF EXHIBITS

- Telemark Park Resort, Concept Master Plan, revised June 7, 1996.
- Telemark Village, Concept Master Plan, June 7, 1996.
- Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996.
- Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996.
- Telemark Park Resort, Concept Level Water Quality Plan, June 7, 1996.

- LEGAL DESCRIPTION - Telemark Park Property in Wasatch County

- DESIGN GUIDELINES

- TYPICAL ROAD SECTION - WASATCH COUNTY, June 17, 1996

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TELEMARK PARK PROPERTY LOCATED IN WASATCH COUNTY:

Beginning at a point on the Summit-Wasatch County line, said point is located South 0°30'11" West 5482.77 feet along the section line and East 4743.36 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the County Line the following 16 courses: 1) North 41°02'08" East 549.09 feet; thence 2) North 51°35'50" West 408.17 feet; thence 3) North 40°47'43" West 296.74 feet; thence 4) North 26°08'13" West 279.53 feet; thence 5) North 12°53'14" East 499.61 feet; thence 6) North 12°51'25" East 724.39 feet; thence 7) North 11°18'39" East 801.35 feet; thence 8) North 28°29'27" East 214.25 feet; thence 9) North 8°43'41" East 906.05 feet; thence 10) North 17°33'57" East 446.92 feet; thence 11) North 55°24'54" East 454.52 feet; thence 12) North 61°48'14" East 133.55 feet; thence 13) North 73°02'55" East 812.81 feet; thence 14) North 73°11'51" 485.08 feet; thence 15) South 85°09'01" East 382.13 feet; thence 16) South 43°00'37" East 488.15 feet; thence along the east line of the Queen Esther No. 3 Mining Claim (MS 6979) South 18°31'58" West 333.29 feet; thence along the West line of the Mountain Neef No. 5 Mining Claim (MS 6798) South 5°39'38" East 573.77 feet; thence along the West line of the Mountain Neef No. 3 Mining Claim South 5°26'45" East 627.94 feet; thence along the south line of the Mountain Neef No. 3 Mining Claim South 77°30'43" East 1500.74 feet; thence along the east line of the Mountain Neef No. 3 Mining Claim North 5°26'43" West 28.39 feet; thence along the North line of the Mountain Neef Mining Claim North 84°33'15" East 1386.12 feet; thence along the right-of-way line of US 40 South 18°46'46" East 493.82 feet more or less; thence along the east line of the Mountain Neef Mining Claim South 5°26'45" East 119.49 feet more or less; thence along the south line of the Mountain Neef Mining Claim South 84°40'19" West 468.55 feet more or less; thence along the east line of the Kruger No. 3 Mining Claim (MS 5161) South 50°41'13" East 615.39 feet; thence along the north line of the Old Missouri Mining Claim (MS 5161) South 89°54'38" East 490.17 feet; thence along the right-of-way line of US 40 the following 3 courses: 1) South 20°26'22" East 433.78 feet more or less; thence 2) South 1°51'02" East 213.74 feet; thence 3) South 34°17'35" East 97.77 feet more or less; thence along the west line of the Thurman Lode (Lot 155) South 7°10'00" East 414.32 feet more or less; thence along the South line of the Kruger No. 4 Mining Claim South 80°45'00" West 805.77 feet more or less; thence along the South Line of the Kruger No. 4 Mining Claim South 80°20'00" West 683.50 feet more or less; thence along the south line of the Dewet No. 4 Mining Claim (MS 5161) South 80°20'00" West 798.50 feet more or less: thence along the South line of the Dewet No. 4 Mining Claim South 85°53'00" West 697.41 feet more or less: thence along the North line of the Pioche No. 14 Mining Claim South 85°53'00" West 798.80 feet more or less; thence along the west line of the Pioche No. 14 Mining Claim (lot 181) South 9°45'00" East 341.45 feet more or less; thence along the south line of the Sommer Mining Claim (MS 5166) South 81°01'45" West 597.51 feet more or less; thence along the South line of the Sommer Mining Claim South 53°31'51" West

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772.57 feet; thence along the West line of the Sommer Mining Claim North 47°08'25" West 395.50 feet; thence along the South line of the Hanna Lode No. 1 Mining Claim (MS 5166) South 56°21'07" West 61.39 feet more or less; thence along the north line of the North Dakota Mining Claim (Lot 185) South 59°25'05" West 1303.28 feet more or less; thence along the west line of the Hanna Lode No. 1 North 30°41'11" West 532.49 feet more or less; thence along the west line of the Rucker No. 1 Mining Claim (MS 5166) North 30°48'29" West 247.82 feet to the point of beginning.

Together with the following described property:

Beginning at the Southwest corner of the Hanna Lode Mining Claim (MS 5166), said point is located South 0°30'11" West 6213.60 feet along the section line and East 5184.07 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the West line of the Hanna Lode Mining Claim North 30°41'11" West 59.50 feet more or less; thence along the North line of the North Dakota Mining Claim (MS 185) South 47°40'42" East 61.25 feet more or less; thence along the South line of the Hanna Lode Mining Claim South 56°21'07" West 17.92 feet more or less to the point of Beginning.

Excepting therefrom the following 3 parcels:

Exception #1 (BLM Fraction North)

Beginning at a point on the North line of the Roosevelt Mining Claim (MS 6645) and on the East Line of the Queen Esther No. 11 Mining Claim (MS 6979), said point being South 00°30'11" West 1269.25 feet along the section line and East 5990.53 feet more or less from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the north line of the Roosevelt Mining Claim South 85°42'00" East 414.97 feet; thence along the south line of the Queen Esther No. 6 Mining Claim North 67°49'00" West 402.56 feet; thence along the east line of the Queen Esther No. 11 Mining Claim South 18°45'00" West 127.66 feet to the point of beginning.

Exception # 2 (BLM Fraction South)

Beginning at a point on the East line of the Hanna Lode Mining Claim (MS 5166) and the South Line of the Schuyler Mining Claim (MS 5166), said point is located South 0°30'11" West 5156.19 feet along the section line and East 6294.91 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North line of the Schuyler Mining Claim North 74°15'00" East 99.87 feet more or less; thence along the North Line of the Sommer Mining Claim (MS 5166) South 52°50'00" West 97.07 feet more or less; thence along the east line of the Hanna Lode Mining Claim North 30°46'00" West

36.70 feet more or less to the point of beginning.

Exception #3 (Frontage Road)

A Parcel of Land for a frontage road incident to the construction of an expressway known as Project No. NF-19, being part of an entire tract of property, situate in Kruger No. 4, Survey No. 5161 of the Blue Ledge Mining District, located in the northwest quarter (NW 1/4) of Section Twenty-Four (24), Township Two (2) South, Range Four (4) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows.

Beginning at a point fifty (50.0) feet perpendicularly distant northerly from the centerline of said frontage road known as "L" line for said project at Engineer Station 18+50.00, which point is approximately Thirteen Hundred Fifty-Two and and Forty-Nine Hundredths (1352.49) feet South 0°09'44" West and Two Hundred One and Ninety-Nine Hundredths (201.99) feet South 89°50'16" East from the Northwest Corner of said Section 24: Thence South 71°13'00" East Two Hundred Twenty-Eight and Forty-One Hundredths (228.41) feet to the southerly mining claim line of said Kruger No. 4; thence South 80°45'West (South 80°55'52" West Highway Bearing) Two Hundred Fourteen and Four Hundredths (214.04) feet, more or less, along said southerly mining claim line to a point fifty (50.0) feet perpendicularly distant southerly from said centerline; thence North 71°13'00" West Thirty-Nine and Sixteen Hundredths (39.16) feet, more or less; thence North 18°47'00" East one hundred (100.00) feet to the point of beginning.

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STATE LANDS - TELEMARK PARK PARCELS (leased parcels included in above legal description)

(McKinley East of County Line)

Beginning at a point on the North Line of the McKinley Mining Claim (MS 6645) and on the Summit-Wasatch County Line, said point being South 00°30'11" West 1203.97 feet along the section line and east 5121.79 feet more or less from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the North line of the McKinley Mining Claim South 85°42'00" East 400.24 feet; thence along the east line of the McKinley Mining Claim South 4°18'00" West 600.00 feet; thence along the South line of the McKinley Mining Claim North 85°42'00" West 458.40 feet; thence along the Summit-Wasatch County Line North 8°43'41" East 527.66 feet; thence along the Summit-Wasatch County Line North 17°33'57" East 75.94 feet to the point of beginning.

(Roosevelt No. 1 Mining Claim)

Beginning at the Northwest corner of the Roosevelt No. 1 Mining Claim (MS 6645), said point being South 00°30'11" West 1832.31 feet along the section line and East 5481.43 feet more or less from the east quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the North line of the Roosevelt No. 1 Mining Claim South 85°42'00" East 1500.00 feet; thence along the east line of the Roosevelt No. 1 Mining Claim South 4°18'00" West 600.00 feet; thence along the South Line of the Roosevelt No. 1 Mining Claim North 85°42'00" West 1500.00 feet; thence along the West line of the Roosevelt No. 1 Mining Claim North 4°18'00" East 600.00 feet to the point of beginning.

(Roosevelt No. 4 less MS 5166)

Beginning at the Northwest corner of the Roosevelt No. 4 Mining Claim (MS 6645); said point being South 00°30'11" West 3000.53 feet along the section line and East 5021.79 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the north line of the Roosevelt No. 4 Mining Claim South 85°42'00" East 1500.00 feet; thence along the east line of the Roosevelt No. 4 Mining Claim South 4°18'00" West 437.42 feet; thence along the North line of the Dieter and the Schuyler Mining Claims (MS 5166) South 74°25'00" West 478.02 feet; thence along the south line of the Roosevelt No. 4 Mining Claim North 85°42'00" West 1050.48 feet; thence along the West line of the Roosevelt No. 4 Mining Claim North 4°18'00" East 600.00 feet to the point of beginning.

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DESIGN GUIDELINES

FOR

TELEMARK PARK RESORT

The Planning Commission recommendation contained a number of matters that, while not specific to density determination, will lessen the impact of the Development through careful design of improvements. The following design guidelines are adopted, and it is the intention of the County that substantially similar design guidelines be adopted by the Developer and incorporated in the Master Declaration of Covenants, Conditions and Restrictions for the project:

I. BUILDING CHARACTER AND SCALE.

Facade design shall display a finished appearance on all sides of the building.

Single Family Dwellings in Telemark Park Resort are usually restricted to 2 1/2 stories or less. Higher buildings must be stepped back or otherwise respond to pedestrian scale.

Upper Floor Design:

The design of the upper facade of buildings is important to the scale and texture of the Villages. The building faces are envisioned as a rich collection of varied yet harmonious facades, adding interest, scale and rhythm to the Village.

Facade elements must reflect "Village scale":

Building facades must include architectural features including bay windows, balconies, dormers and facade detailing as textural elements which strengthen the scale and resort images.

Building facades shall give a substantial appearance, and openings shall display a "punched" appearance. Curtain

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walls or facades incorporating long horizontal strip windows are not permitted.

Every living unit shall have a spot to catch the sun.

Decks, balconies, and porches are strongly encouraged as they provide sunny usable outdoor space and add life and interest to the street.

Little Baldy Village and St. Louis Village:

The buildings shall be stepped, angled, and articulated as to mitigate the visual impact and to minimize blocking of sunlight in the plazas and to each unit.

II. BUILDING BULK CRITERIA.

To the extent possible, buildings in the Development should conform to the following criteria in order to attain architectural forms visually related to the shapes of the mountains and to achieve strong architectural ties to the landscape:

Buildings shall step from level to level as possible.

Unbroken vertical elevations shall be avoided; and

Elevations designed to emphasize horizontal lines by use of stepped levels and/or balconies and decks are encouraged.

III. OUTDOOR ACTIVITIES.

Outdoor activity areas are vital to the atmosphere of the project and should be created. The site plans for each development parcel should consider, where appropriate, the provision of outdoor activity areas accommodating a range of ages and activity levels, and in commercial areas, the provision of seating areas and restaurants overlooking pedestrian areas.

IV. SOLAR ACCESS.

Insofar as practical, all buildings shall be oriented and designed to maximize solar access for passive and active solar systems. Insofar as possible, interior and exterior living spaces shall have optimum relationships to views and year-round sunlight. Site specific plans should:

Preserve sunlight on neighboring outdoor or indoor spaces (i.e. restaurants). Late afternoon sun is most important for outdoor use/activities.

Design the building volumetric to create sheltered sunny pockets in public spaces and neighboring properties in order to encourage winter use.

A solar shading diagram must be provided for all multi-use and attached multi-family developments in Telemark Park Resort.

V. SNOW MANAGEMENT.

The effects of snow and ice build-up, if improperly handled, can be destructive to buildings, pose risks to pedestrians and vehicles, and impose high on-going snow removal and maintenance costs. The heavy snows and extreme freeze/thaw cycle of Telemark Park Resort combine to make snow management an important design consideration. Designers not thoroughly familiar with snow country design should retain a consultant early in the design process. The design for each development site should consider the following:

A snow management plan shall be submitted with preliminary plans for all multifamily commercial and recreation parcels.

Snow management is the responsibility of each site developer

The basic building form must be conducive to snow management. Snow management shall be considered from the earliest building concepts through to the detailing and working drawings.

Snow and drainage from roofs may not be dumped onto adjoining streets or properties.

Snow accumulation shall be managed on an ongoing basis.

Snow must be positively shed or positively retained. The developer may use snow diverters, snow retainers, or vary roof pitch and roof materials for snow retention. Snow diverters or snow retainers must be designed as an integral part of the roofscape.

Entrances and pedestrian routes must be fully protected from snow sheds and icicles. Shedding snow must be deflected from pedestrian areas by dormers, angled roofs, canopies or other means.

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All handicapped/elderly access to public buildings must be covered or heat traced. De-icing salts are prohibited due to the damage caused to structures.

Snow dump areas must not be accessible to pedestrians.

A snow management plan must be provided for service areas and garage entries.

Access to vehicle service bays shall be protected from shed snow, and shall be functional in harsh winter conditions, and snow and ice accumulation.

Sufficient vertical clearance shall be provided for vehicles, taking into account the effects of ice and snow build-up.

Pedestrian or vehicular entry-ways shall be protected from shedding snow.

Service areas and entry ramps should be covered or heat-traced wherever possible.

Building projections shall be durable.

Roofs dumping snow onto a series of lower roofs or onto a lower roof from great height must be prohibited because shedding snow can cause extreme snow loads or impact loads respectively.

Balconies shall not be planned such that they are subject to dangerous amounts of shedding snow.

VI. ROOF DETAIL AND DESIGN.

Roof design and detail is important not only to the preservation of architectural standards within the development, but also for safety considerations in snow management, and minimizing maintenance demands. Roofscapes are an important design element which are viewed from pedestrian level, and the ski slopes above Villages, from Highway 40 and from Village approaches. The skyline shall be a unified composition of sloping roofs in a limited variety of materials and colors. The following roof design standards shall be incorporated into the Architectural Standards of the Master Association CC&Rs:

Snow splitters must be substantial, and fitted to all projections on sloped roofs which are not located close to the roof ridge (eg. chimneys, vents, skylights, etc.).

Generally, conventional eaves troughs or built-in eaves troughs should be avoided as they are subject to damage from snowshed.

Roof design shall conform to the snow management plan.

Roof design shall consider the effect of slope, materials, construction, projections and slope/flat roof distribution on snow shedding characteristics.

Roofs shall be designed to withstand the extreme freeze/thaw cycle at Telemark Park Resort and its impact on snow shed, snow retention, roof drip, icicle management, ice dams, and water infiltration.

Sloped roofs shed accumulated snow in avalanche fashion and can be dangerous to pedestrians below. The design of roofs and pedestrian areas below them is shall conform to Snow Management as discussed in Section IV.J.

Roof form shall be modulated.

Roof form shall be broken up with the use of dormers, or other architectural features. The ridgeline should not be continuous but should be varied in height or broken with chimneys, cupolas, towers or other features.

Major roof slopes in Telemark Park Resort shall be between 3:12 and 8:12. In general, architectural guidelines shall encourage low angled roofs.

Large areas of flat roofs are not acceptable. A composition of sloped roofs is required in each project with small areas of flat roofs acceptable in multi-family -commercial areas.

Mansard roofs are not acceptable.

Roofs of connected and adjacent buildings must be fully coordinated.

Consider coordination with adjoining eaves, peaks, gables and slopes. Exposed party walls are not acceptable.

Consider the color of neighboring roofs to create a complementary roof palette: avoid selecting strongly contrasting colors.

Flat roof design:

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All flat roofs shall incorporate a colored roof membrane or special roof aggregate consistent with the building color scheme.

Roof materials:

Cedar shake, cedar shingles and metal roofs shall be selected so as to be functional and durable considering the effects of climate and snow. Asphalt shingles have been prohibited by the developer.

The color of roof materials must be generally neutral or muted in order to blend with or enhance the colors of the natural landscape. Brightly colored roofs will not be considered with the exception of major public use buildings or selected landmarks.

All roof flashing materials shall be pre-pre-finished metal to match roof color.

All chimneys shall be enclosed in a material identical or similar to the building cladding or finished with stone or other approved architectural treatment.

Thin wood trim sections are prohibited. Wood trim sections and eave lines should have substantial appearance.

Roof mounted equipment must be concealed

Satellite dishes, and mechanical equipment must planned as part of the roof so they are concealed from all pedestrian viewpoints and any overlooking development.

Venting stacks, flues and other similar projections should be concealed or integrated within the roof form and or color.

Horizontal Relief: Eave lines, a major cornice/trim line, or other significant horizontal relief shall be located below the third story to bring the building down to a pedestrian scale.

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VI. PARKING DESIGN CONSIDERATIONS

(1) Service access and circulation:

Truck access, utilities, storage, and garbage must be considered in the design.

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Service bays and loading docks must be unobtrusive.

Both interior and exterior service bays shall be provided with permanent visual screening.

Adequate space for garbage storage and recycling must be provided and must meet the requirements of the Wasatch County Solid Waste Disposal Special Service District. Garbage storage must be enclosed.

Garbage storage and containers must be enclosed and away from public view. Containers must be easily accessible to garbage trucks. Enclosures must conform to design guidelines. Adequate ventilation must be provided (exhaust to roof).

Service bay design must be durable. Wear and tear on these areas must be considered.

In order to allow winter garbage pick-up, design service bay entries to prevent ice and snow build-up, or steep grades at loading areas.

Telemark Park Resort has a strong pedestrian orientation and the design of buildings shall minimize the conflicts between vehicle and pedestrian circulation.

Parking entrances to underground parking must be well signed yet unobtrusive.

Landscaping, appropriate materials and signage shall be used to make parking entries less conspicuous and more attractive.

(2) Surface Parking Design.

The layout of the roads and parking areas shall incorporate site design features to maximize the efficient use of snow removal equipment.

Provide adequate areas for snow storage and drainage. These may be combined with islands of planting to break up large areas of paving.

Screen surface parking areas by a combination of walls, fences, landscaping and berms at least 4 feet in height.

Consider providing separate pedestrian circulation routes within parking areas.

Provide separate parking areas for buses and large recreational vehicles.

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(3) Underground Parking Design.

Underground parking facilities must be designed to anticipate use by over-height vehicles, such as vans with ski racks on the roof.

Driveway slopes must anticipate snow and icing conditions, and provide reliable ramping and good visual interface with pedestrian areas and street intersections.

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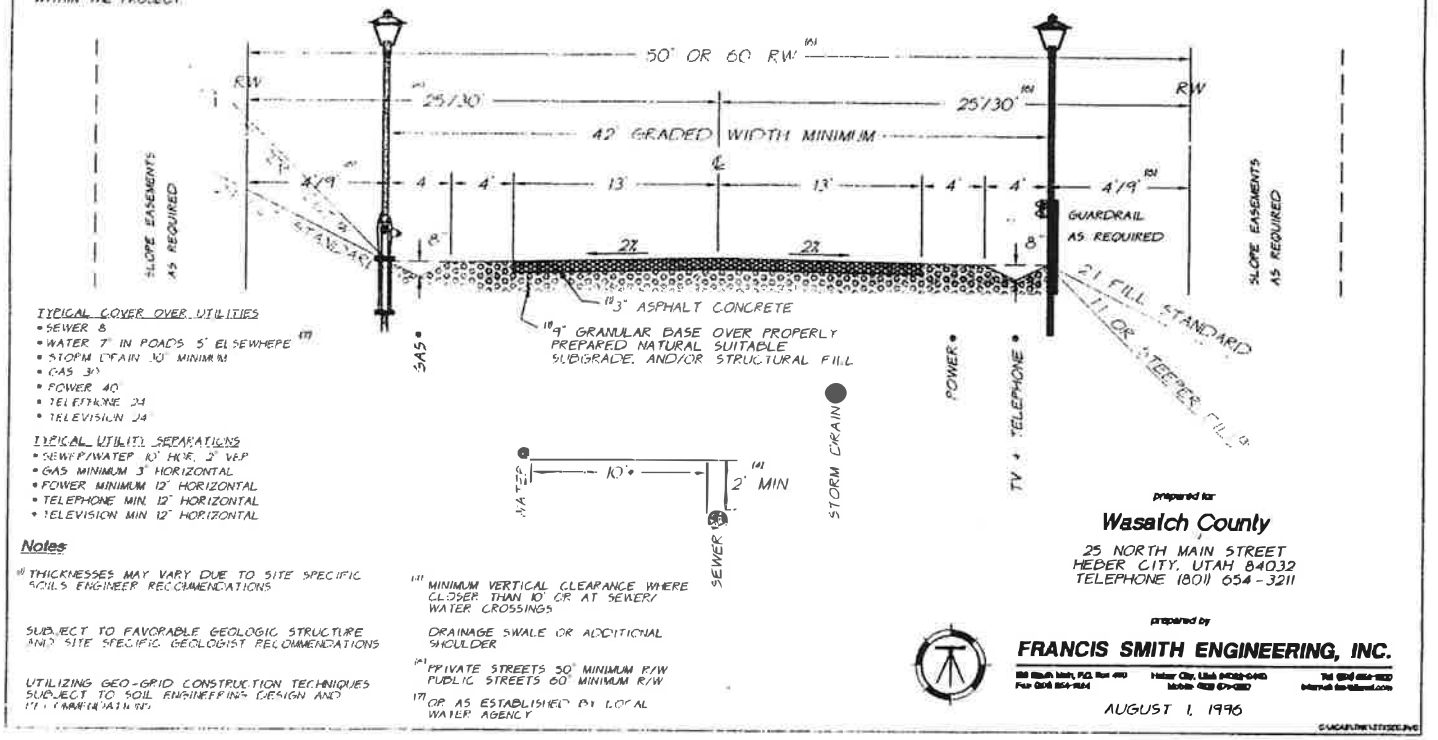
Typical Road Section - Wasatch County

(NO SCALE)

Pedestrian Access

WHILE SIDEWALKS AND OTHER PUBLIC RIGHTS-OF-WAY ARE USUALLY SHOWN ON ROAD CROSS SECTIONS, THEY ARE NOT SHOWN HERE BECAUSE THEY ARE SHOWN ELSEWHERE ON PROJECT PLANS. THIS TYPICAL CROSS SECTION DOES NOT NEGATE THE NEED FOR PROVIDING FOR PEDESTRIAN TRAFFIC WITHIN THE PROJECT.



TYPICAL COVER OVER UTILITIES
- SEWER 8'
- WATER 7' IN ROADS 5' ELSEWHERE [7]
- STORM DRAIN 10" MINIMUM
- GAS 30"
- POWER 40"
- TELEPHONE 24"
- TELEVISION 24"

TYPICAL UTILITY SEPARATIONS
- SEWER/WATER 10' HOR. 2' VER.
- GAS MINIMUM 3' HORIZONTAL
- POWER MINIMUM 12" HORIZONTAL
- TELEPHONE MIN. 12" HORIZONTAL
- TELEVISION MIN. 12" HORIZONTAL

Notes

[1] THICKNESSES MAY VARY DUE TO SITE SPECIFIC SOILS ENGINEER RECOMMENDATIONS

SUBJECT TO FAVORABLE GEOLOGIC STRUCTURE AND SITE SPECIFIC GEOLOGIST RECOMMENDATIONS

UTILIZING GEO-GRID CONSTRUCTION TECHNIQUES SUBJECT TO SOIL ENGINEERING DESIGN AND [illegible]

[4] MINIMUM VERTICAL CLEARANCE WHERE CLOSER THAN 10' OR AT SEWER/WATER CROSSINGS

DRAINAGE SWALE OR ADDITIONAL SHOULDER

[6] PRIVATE STREETS 50' MINIMUM R/W PUBLIC STREETS 60' MINIMUM R/W

[7] OR AS ESTABLISHED BY LOCAL WATER AGENCY

prepared for

Wasatch County

25 NORTH MAIN STREET
HEBER CITY, UTAH 84032
TELEPHONE (801) 654-3211

prepared by

FRANCIS SMITH ENGINEERING, INC.

AUGUST 1, 1996

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WASATCH COUNTY
STATE OF UTAH

25 North Main • Heber City, Utah 84032 • Phone (801) 654-3211

BOARD OF COUNTY COMMISSIONERS

KEITH D. JACOBSON T. LAREN PROVOST SHARRON J. WINTERTON

July 22, 1996

Wasatch County Commission
25 North Main Street
Heber City, Utah 84032

Gentlemen:

Attached hereto is the recommendation from the Wasatch County Planning Commission regarding the Telemark Park subdivision. The recommendation is in two parts: First, the motion which approved the recommendation and second, the Order itself.

Please note that the Planning Commission expressed grave concern and deep reservations about road abandonment and any annexation of Wasatch County by Park City. The recommended First Amended Findings and Order was not approved without a motion stating directly the Planning Commission's concern and opposition to this part of the application.

The Planning Commission asked that you consider these issues carefully before granting approval for this project.

At the special Wasatch County Planning Commission Meeting on June 26, 1996, the following motion was made regarding the Telemark Park proposal:

> T. LaRen Provost made a motion that we accept the density package for Telemark Park and that we oppose the annexation to Park City. Vicci Gappmayer amended the motion to state that the foregoing motion include that the Planning Commission also recommend that the Wasatch County Commission study and evaluate the road closure and that it be noted that

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the Planning Commission is not in favor of the road closure. Ernest T. Giles seconded the motion which passed unanimously.

Sincerely your,

Claude R. Hicken

Claude R. Hicken
Planning Commission Chairman

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CERTIFICATION OF PROCESS

Telemark Park Resort
First Amended Findings and Order of Density Determination

Pursuant to and in conformance with provisions of section 9-3 of the Wasatch County Development Code, the above-referenced Amended Density Determination came before the Wasatch County Planning Commission and Board of County Commissioners on the dates and pursuant to the notices and process described herein:

A. A joint public hearing before the Planning Commission and County Commission was held May 16, 1996, pursuant to notice published in *The Wasatch Wave* on April 17, May 8, and 15, 1996. Deliberations before the Planning Commission were continued to June 20 and 26, 1996.

B. On June 26, 1996, the Planning Commission unanimously voted to forward the proposed Amended Density Determination together with a statement of policy relative to certain issues as shown on the attached letter from the Planning Commission Chairman.

C. The Board of County Commissioners heard the recommendation of the Planning Commission on July 22, 1996, and unanimously adopted the Findings and Order of Amended Density Determination, a complete copy of which is attached hereto.

D. A true and complete copy of the First Amended Findings and Order of Amended Density Determination for Telemark Park Resort, as adopted by the Wasatch County Commission, was posted on August 5, 1996, at the Wasatch County Courthouse.

DATED this eighth day of August 1996.

Robert A. Mathis, AICP
Wasatch County Planner

Subscribed and sworn to before me this eighth day of August 1996.

Notary Public
My Commission Expires November 1, 1996

P.U. Telemark A...

WILMA L. ANDERSON
Notary Public
STATE OF UTAH
My Comm. Exp. Nov. 1, 1996

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JOE DEAN HURER

BEFORE THE BOARD OF COUNTY COMMISSIONERS

WASATCH COUNTY, UTAH

IN THE MATTER OF	:	
THE APPLICATION OF	:	FINDINGS AND ORDER
TRANS-WASATCH COMPANY	:	ON DENSITY DETERMINATION
FOR DENSITY DETERMINATION	:	
FOR TELEMARK PARK RESORT	:	

The Board of County Commissioners in and for Wasatch County, Utah, upon the recommendation of the County Planning Commission and the review and consideration of the matters submitted by the Applicant and those items raised at public hearing, hereby enters its Findings and Order on Density Determination for the Telemark Park Resort as follows:

I. PROJECT SUMMARY

The Trans-Wasatch Company filed its application for density determination for the Telemark Park Resort on December 29, 1989 asking for density determination for the Telemark Park Resort under the regulations for the Recreation Forestry-1 Zone of the Wasatch County Development Code. The property considered for this approval consists of approximately 526 acres, on which a mixture of single family, multi-family, and commercial buildings are proposed, as set forth in this Order and Density Determination.

The property is adjacent to Summit County, Park City, the Deer Valley Ski Resort and between the town of Park City and the new alignment of Highway 40 above the Jordanelle Reservoir, as well as central to a large number of recreational amenities in Wasatch County, Summit County and Park City. The project area occupies a hilly to mountainous parcel of land rising from 6,600 feet at its eastern end to 8,000 feet at its high point on the west. This topography creates opportunities for recreation development including alpine and nordic skiing, recreational trails and forested open space. The terrain also creates challenges to the proper development of the parcel and has raised many concerns on the part of the County Planning Staff. It is the opinion of staff that such development will require a high level of attention to environmental mitigation, vegetation preservation and

revegetation, site specific design and aesthetic control, as provided in this Order and Permit.

II. FINDINGS

Based upon a careful review of the record before it and subject to the truth of the representations and warranties made, and information provided by the Developer in the record, and also subject to conformance to the Application and strict adherence to and compliance with the Conditions, Definitions, and other matters and requirements set forth in this Order and Density Determination, the Board of County Commissioners for Wasatch County, Utah makes the following findings:

1. The Applicant, Trans-Wasatch Company, submitted its application pursuant to Section 9.3 of the Development Code on December 29, 1989. The Application was accepted as complete and in full compliance with the Development Code, and processing began at that time.

2. Subsequent amendments and additional submittals were made throughout the process, with the result that the project as presented to the Planning Commission is somewhat different from that originally applied for. Based on the review process, the original application was revised on July 26, 1990, with further revisions in February of 1991 and August 1, 1991. These amendments have revised the requested density from 697 units and 50,000 square feet of commercial space to the present 516 units and 62,000 square feet of commercial space.

3. The County Planning Commission reviewed the application, the revisions, and the recommendations made by the County Planner and a team of County review consultants. The application went to public hearing before the Planning commission on September 16, 1991. On October 3, 1991, the Wasatch County Planning Commission voted to recommend approval of the Density Determination as provided in Section 9.3 of the Development Code.

4. The recommendations of the Planning Commission are in substantial compliance with the terms and conditions of the Development Code, and are adopted by the Board of Commissioners as set forth in this Order.

5. The Property subject to the Application is located within unincorporated Wasatch County, and is not within the limits of any incorporated City or Town, nor is the property within the annexation policy declaration boundary of any incorporated City or Town.

6. The Property subject to the Application is located within the boundaries of the Wasatch County School District, Wasatch County Fire Special Service District, Wasatch County Solid Waste Disposal Service District, and Central Utah Water Conservancy District. The Property has been subject to the property tax levies of each of those Districts, as well as Wasatch County itself.

7. The Application and Development are consistent with the general intent of the Development Code, the intent with respect to the RF-1 zone in which the development is situated, the intent with respect to large scale developments set forth in Paragraph 9.1.A.1 of the Development Code, and the intent with respect to Planned Recreation Developments set forth in Paragraph 9.3.A.1 of the Development Code; specifically finding that:

(a) With mitigation as provided in this Order, the proposed development can be built without increasing the turbidity of the water supply of the County and surrounding counties.

(b) With mitigation as provided in this Order, the proposed development can be built without degrading the quality of the water supply of the County and surrounding counties beyond the Development's proportionate share of allowable County-wide degradation under the State water quality standards.

(c) The proposed development can be built without unduly contributing to the violation of ambient air standards for the County, particularly with respect to fugitive dust and automobile emissions.

(d) The proposed development can be built without adversely affecting the functioning of aquifer recharge areas located in the Development.

(e) The proposed development can be built without unduly adversely affecting the continued production of plants and wildlife within the Development and other mountain areas of the County.

(f) The proposed development can be built without placing structures on active fault lines, collapsible soils, slopes in excess of thirty percent (30%), unstable soils, landslide areas, or other geological hazards.

(g) The proposed development can be built without placing structures on wetlands, areas where ground water periodically rises to within seven (7) feet of the

surface, areas within one hundred (100) feet of a live or intermittent waterway, areas within a fifteen hundred (1,500) foot up-drainage radius from a spring used for culinary water, areas within a one hundred fifty (150) foot radius from a well used for culinary water, areas within a 100-year, 24-hour, storm incident drainage path; and any other water-related area where development will have an unreasonable effect on the water course or aquifer.

(h) The proposed development will not endanger sites of cultural, historical, or archeological significance.

(i) The proposed development will not require expenditures by the County for the following extended services to the Development which are not generally provided on a County-wide basis: extended police protection; structural fire protection; water retail service; water conservation; park, recreation or parkway facilities and services; sanitary sewers; sewage and storm water treatment and disposal; flood control; street lighting; airports; planning and zoning; solid waste disposal; local streets and roads; and curb, gutter, and sidewalk construction and maintenance; or mosquito abatement.

8. Notice of the public hearing and proposed action by the County Commission was published in the Wasatch Wave as required by Ordinance on October 30, November 6, 13, and 20. The proposed Findings recommended by the Planning Commission were posted for public revivew in the office of the County Planner, and this matter was brought before the Board of County Commissioners as prescribed by ordinance.

III. ORDER OF DENSITY DETERMINATION

Based on the foregoing Findings, the Board of County Commissioners enters the following Order of Density Determination. This Density Determination is intended to define the sites on which development may occur, the land uses within each of those sites, and the building mass to be constructed. The Density Determination is expressly conditioned upon the standards and conditions imposed by this Order in Section III "Pre-Conditions to Construction" and compliance with the other conditions and regulations contained in this Order of Density Determination.

The Board of County Commissioners enters the following Order of Density Determination:

1. Development Parcels. The Telemark Park Resort property is divided into twelve development sites as shown on the attached Land Use and Area Exhibit attached as Exhibit A. All development is to occur within those designated development sites. The development sites are identified on Table I, which shows the acreage and allowable uses for each development site, and also identifies those sites within the property that will remain as open space under one of two Open Space designations.

TABLE I
LAND USE AND AREA

MULTI-FAMILY & COMMERCIAL (MF&C)	46 acres TOTAL
Telemark Park Village Center	11.6 acres
St. Louis Village:	5.7 acres
Little Baldy Village:	20.0 acres
Roosevelt Gap Village	7.6 acres
McKinley Gap Cottages:	0.9 acres
SINGLE FAMILY NEIGHBORHOODS (SF)	101 acres Total
McKinley Gap Neighborhood:	3.3 acres
Snowtop Neighborhood:	8.4 acres
Little Baldy Neighborhood:	29.9 acres
St. Louis & Telemark Hollow Neighborhood:	53.3 acres
Snowberry Neighborhood:	6.00 acres
FOREST & WOODLAND PRESERVE OPEN SPACE (F&WP)	149 acres Total
St Louis Gulch Forest Preserve	65.3 acres
Telemark Hollow Forest Preserve	12.0 acres
Mont Neef Slope Woodland Preserve	49.1 acres
McKinley Knoll Forest Preserve	23.1 acres
RECREATION & FOREST CONSERVATION OPEN SPACE (R&FC)	156 acres Total
Little Baldy Alpine Ski Area:	150.1 acres
St. Louis Gulch Nordic Skiing & Teahouse	3.9 acres
Total Trail Stations:	1.9 acres
MAINTENANCE & SPECIAL PURPOSE	15 acres TOTAL
East End Service & Maintenance:	1.4 acres
McKinley Gap Service & Maintenance:	1.8 acres
Well Site Service & Maintenance:	3.0 acres
Telemark Hollow Greenhouse & Water Quality	4.9 acres
Little Baldy Water Tank:	1.3 acres
Caretaker Dwellings:	2.3 acres
ROAD RIGHT OF WAY (RRW)	49 acres TOTAL
Heber Avenue:	11.9 acres
District Road Right of Ways:	37.2 acres
MINING RESERVATION	10.0 acres
TOTAL ACREAGE	526 acres

1. Density and Unit Sizes. The density of development on the designated development sites for Telemark Park is limited to a total of 516 residential units and 62,000 net square feet of commercial space. The location of this density is shown on Table II, which lists the number and average sizes of units or commercial space to be constructed on each of the development sites.

TABLE II
UNITS ON DEVELOPMENT SITES

Development Site	Single Family	Townhouse/ Cottages	Lodge Condo Units	Apartment Condo	Comercial Square Footage
Village Center		6	50		20,000
Little Baldy Ski Academy					20,000 (academy)
McKinley Gap	4	4			
Snowtop	20				
Roosevelt Gap		6	58		5,000
Little Baldy	50	108	40		10,000
St. Louis	60				
Telemark Hollow	1				
Snowberry	10				
St. Louis village				98	2,000
Nordic Trailhead & Teahouse					5,000
Caretaker Delling	1				
TOTALS	146	124	148	98	62,000
Average Area in Square Feet	n/a	2,400	2,000	1,000	n/a

Total number of dwelling units or (Sleeping Apartments) 516*

*includes 16 units of employee housing.

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Notes to Table II:

(a) Within a Lodge, up to 5% of the total floor area may be dedicated to meeting rooms and support commercial areas in addition to the maximum square footage approved in the Land Use Table.

(b) The Maximum Square Footage approved in the Land Use Table refers to footage within habitable spaces and commercial spaces, and does not include circulation spaces, lobbies, hallways, stairways, covered parking spaces, elevator spaces and mechanical spaces, and other enclosed space reasonably necessary for the intended function of the structure.

(c) Computation of floor areas and square footage shall be as provided in the Uniform Building Code.

(d) Where the land use and unit configuration fits one of the above designations, but the square footage of one of more of the units exceeds the average footage given in the Land Use table, the maximum number of Units and maximum total square footage shall control, and adjustments must be made in number of units or size of other units so as not to exceed either maximum.

(e) The Developer shall have the right to elect to apply the allowed number of units and square footage within each Village or Neighborhood at the time of Final plan application under conditions established below in Nature of Units.

2. RF-1 Zone Compliance. Development may occur in accordance with the uses and densities shown on the Tables, and if the project is built in accordance with the densities shown on the tables, and in conformity with the other terms and conditions of this Order of Density Determination, the intent and specific requirements of the Development Code as it pertains to the RF-1 zone will have been satisfied.

3. Phasing Plan. Many of the impacts of the development can be mitigated through the use of a phasing plan. The following Phasing Plan is adopted for the Telemark Park Resort:

(a) For purposes of this provision, the term "Platting" is deemed to include the formal recordation of a subdivision plat or condominium record of survey map, and also, in the case of those Dwelling Units for which a formal plat is not required (such as rental apartments, employee housing, and lodge Dwelling Units that are not held in condominium ownership), the issuance of a building permit. Those Dwelling Units which do not technically require recordation of a plat are deemed to be "Platted," for purposes of the Phasing Plan, when the building permit for the construction of those dwellings is issued. Single family dwellings are considered Platted, for purposes of this section, upon the recording of the subdivision plat, without regard to when construction of the dwelling actually occurs.

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(b) The County will not allow the Platting of more than 150 Dwelling Units in the three year period commencing with the first Platting, as defined above.

(c) After the first three year period, the County shall not approve the Platting of more than 150 Dwelling Units in subsequent five year periods; provided that any unused Platting entitlement from one period may be carried forward into subsequent periods.

(d) Support Commercial space is considered an essential component of the Project, and must be phased with the residential component of the Project. At the minimum, support commercial will be constructed at least pro-rata to the Dwelling Units until 50% of the approved commercial space is constructed. Under this provision, the ratio of commercial to residential is 1,000 square feet of commercial space for each 12 Dwelling Units Platted, provided that no commercial space of less than 2,500 square feet needs to be built. This ratio will be applied in increments of 30 Dwelling Units; that is, prior to the Platting of more than 30 Dwelling Units, and again prior to the Platting of another 30 Dwelling Units, the Developer shall have commenced construction or actually completed construction of at least the commercial space ratable to the Dwelling Units already constructed. This requirement will terminate upon completion of construction of 50% of the approved commercial space. Developer may accelerate construction of the support commercial.

(e) Recreation Amenities are also subject to the phasing plan, except for Pre-Development Recreation. Prior to the first Plat, Developer shall construct or bond for all of the Phase 1 Amenities as described in Section VIII. Prior to the Platting of any units beyond 50% of the total units approved, Developer shall construct or bond for the construction of all of the Phase 2 Amenities as described in Section VIII. The developer may construct the recreation amenities sooner than required under this provision.

4. Pre-Conditions. No development other than those recreation facilities described below as "pre-development recreation" may occur until each of the Pre-Conditions to Construction listed in Section VI of this Order have been satisfied or expressly waived by the County.

IV. PRE-CONDITIONS TO CONSTRUCTION

This density determination is predicated upon satisfaction by the Developer of the following pre-conditions, and no construction other than "Pre-Development Recreation Facilities" may be built unless and until the Developer has demonstrated to the reasonable satisfaction of the County that all of the following conditions have been satisfied:

1. Sewage Treatment. The applicant must present a wastewater facilities plan and preliminary engineering report that conforms to the Jordanelle Basin Facilities Plan currently under development by Wasatch County. This plan must be approved by the County and the appropriate State Agencies prior to preliminary approval or any subdivision plat or building permit for habitable structures.

2. Secondary Access Road. There must be two points of ingress and egress to the development. Developer must demonstrate the right to improve a secondary access via Heber Avenue from Park City or the Snowtop Road from the north to the Highway 40 frontage road. If neither of these roads is available to the project the developer must show both that practical alternative routing is possible and that the developer has a legal right to construct these roads prior to preliminary approval or any plat or building permit for any habitable structure.

3. Government Services Plan. The Telemark Park Resort is not located near any existing Wasatch County service facilities or within an area where regular services have been required on a routine basis. The development will require a full complement of governmental services, including but not limited to extended law enforcement, fire protection, education, road maintenance, storm drainage and flood control, sanitary sewage collection and treatment, retail water service, and road maintenance. Some of these services can reasonably be provided by logical extensions or expansions of existing Wasatch County based services. Others may have to be established through new districts within the Project or in conjunction with other developments in its immediate area. Still other services may be most economically provided by contracts with, or annexations to, other existing districts, municipalities, or state or federal agencies. Prior to

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construction, the Developer must present to the Board of County Commissioners a Governmental Services Plan showing that essential governmental services are available to the Project, the providers of those services, and whether the service arrangements are interim or long term. Part of the Governmental Services Plan includes appropriate mitigation of impacts on the service providing agency. The County Commission will review the Government Services Plan, and, upon finding that necessary services are available and committed, and that the public health, safety and welfare have been adequately provided for by the several agencies identified within the plan, and that the public interest is served, shall approve the Plan as being adequate to satisfy this Pre-Condition.

4. Execution by Affected Parties. All persons or lenders who have an interest in this property must agree to the terms of this Density Determination before it is effective.

V. INFRASTRUCTURE REQUIREMENTS

This Order of Density Determination is based upon the Developer providing the necessary infrastructure to support the proposed development. This infrastructure includes public and private roads, utilities, storm drainage controls, wastewater, and all similar services. Infrastructure is to be built with each Development Parcel in a manner that the parcel could stand alone and function independently if no subsequent development occurred. Requests for preliminary and final approval will be granted only if the following standards for infrastructure have been satisfied:

A. ROADS. There are different classes and types of roads approved in the Project, which are described as follows:

1. Public Roads:

Heber Avenue: Heber Avenue as it connects from Highway 40 through the project to Deer Valley is a County Road. There is a portion of the estimated traffic volume on the road, approximately 1,600 A.D.T. at build out, which is not related directly to the Resort. In the event that the Park City side of Heber Avenue is closed, or if the Wasatch County Commission formally abandons Heber Avenue, through traffic may be restricted or eliminated.

In that event, the road, or portions of it, may be maintained the Telemark Park Resort Special Services District.

(a) Design Standards for Heber Avenue and other County Roads:

County roadways shall consist of a 30' paved section. Graded width shall be 42' except where geotechnical considerations or excessive grading would justify a 36' graded width. In no event shall the graded width be less than 36'.

Right of Way width shall be a minimum of 66' unless the roadway is abandoned by the County, in which case the County will consider, at its sole discretion, a reduction to 50'. Right of way width must be widened where necessary to include cut and fill slopes. Right of way width must be at least 76' in areas which contain passing lanes and left turn pockets.

Ten foot snow storage areas are to be provided on shoulders, as measured from the edge of pavement.

Climbing lanes are to be added where the slope of the road equals or exceeds 8% for more than 500 feet, in which case the roadway section shall be 40' of pavement and 52' of graded width within a 76' right of way.

Left turn pockets will be provided along Heber Avenue at district road intersections and at entrance to the Village Center, where the roadway section shall be 40' of pavement and 52' of graded width.

A special design study of Heber Avenue at the Village Center must be prepared at Preliminary Plan stage for the Village to demonstrate the safety of road and intersection design. Such study shall address, but shall not be limited to, an analysis of vertical and horizontal sight distance and operation during winter months, considering the potential for snow and ice buildup.

The design speed of the road is to be 30 miles per hour, which is intended to help reduce excavation and discourage the use of the road for through traffic unrelated to the Project.

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(b) Design Stardards for Service District Roads:

With the exception of Telemark Parkway/Heber Avenue or its functional replacement if Heber Avenue is closed at the Park City end, the roads in the Project will be owned and maintained by the Special Service District and/or the Master Association or private entities such as condominium associations. The classifications and design standards for these roads are as follows:

District Sub-Collector Roadway section: 28' of pavement and 36' of graded width within a 50' right of way.

District Local Roadway section: 26' of pavement and 34' of graded width within a 50' right of way.

Roads through condominiums and through parking areas must conform to fire requirements set in the Uniform Building and Fire Codes. Fire service lanes shall be a minimum of 20 feet wide per the 1991 Edition of the Uniform Fire Code.

Temporary Construction roads should follow the future alignment of permanent roads as much as possible to minimize site disturbance.

Access roads to water tanks and other project facilities may also be used as fire service lanes. These access roads do not need to be paved.

(c) Designation of Ownership: The roads within the project are classified as follows for ownership, maintenance, and control purposes:

County Roads:

Heber Avenue or its functional replacement

District Subcollectors:

Little Baldy Road
Snow Top Road
St. Louis Drive

In the event that any of these Sub-Collector roads is connected through to service property other than the land within the Project, these roads may be transferred to the County, and become County roads.

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District Locals:

East Ontario Place
Pioche Place
Pocatello Loop
Snowtop Circle
Snowtop Court
Snowberry Circle
St. Louis Circle
St. Louis Court
Telemark Hollow Road
Serviceberry Circle

(d) Design Standards for Project Roads: The following design standards will apply to all County and District roads within the Resort:

The minimum centerline radii will be at least 75 feet,

Left turning lanes on Heber Avenue are required at the intersections with Snowberry Circle, Serviceberry Circle, St. Louis Drive, the Village Center, and Little Baldy and Snow Top Roads.

At intersections grade shall not exceed 4% for all approaches for a distance of at least 100 feet as measured from the centerline of the appropriate roadway or for a minimum of 50 feet from the stop bar, whichever is greater.

Maximum centerline road grade will not exceed 10%.

The minimum tangent distances out of intersections will be 100 feet on County Roads, and 50 feet on District roads.

The minimum tangent distances between reverse curves will be 100 feet on County Roads, 50 feet on District roads.

The minimum tangent distances between broken back curves will be 200 feet on County Roads, 100 feet on District roads.

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B. WATER SUPPLY, WATER RIGHTS, AND FIRE FLOWS

1. Water Rights

Wasatch County does not provide retail water service, and the burden of providing water rights, waterworks, and the retail water system is entirely borne by the Developer. The Developer shall have obtained adequate water rights, shall have secured approval of any necessary change applications from the State Engineer and shall have demonstrated the development of water source in quality and flows meeting the requirements of the State Health Department in the amounts necessary to service the development phase proposed on each application for Preliminary Approval at the time such application is made. In the event that Developer has not satisfied any of the above requirements prior to the filing of such application, County may, at its sole discretion, process the Application for other areas of concern but shall not approve such application until the requirements of this section have been met.

Notwithstanding the foregoing, no first phase proposed for Telemark Park Resort may be approved without rights, flows and storage meeting the Fire Flow requirements of this Section.

(a) Quantity of Water:

(1) Total Water Demand. The total required water rights for Telemark Park Resort if all Density approved herein is constructed is 316 Acre Feet annually, according to the County's consultant. Applicant represents a desire to implement water conservation measures which might reduce this total amount. As the County wishes to encourage water conservation, but such measures are unproven to the County, the following requirements are imposed:

Any first phase proposed for Telemark Park Resort must have water rights and flows calculated on a per unit basis according to the table below. The Developer may perform a metered water use study on the first phase and present the results to the County. Any such study must meet the requirements of the State Division of Drinking Water and must be reviewed and approved by the State prior to any reductions in system demands or water rights. At the County's sole discretion, the total required

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water rights for Telemark Park Resort may be reduced according to the results of that study.

TELEMARK PARK RESORT WATER RIGHTS REQUIREMENTS

TYPE USE	UNITS	STORAGE DEMAND	DEMAND (GALLONS)	ANNUAL DEMAND	TOTAL**
COMMERCIAL	62*	40	2,080	.225	13.95
LODGE CONDO	148	450	66,600	.500	74.00
APART. CONDO	98	400	39,200	.450	44.10
TOWNHM/COTT	124	475	58,900	.530	65.72
SINGLE FAMILY	146	500	73,000	.560	81.76

* Commercial square footage in 1000's
** Demand stated in Acre Feet per year.

NOTE: For common area, snowmaking and seasonal demands, reference is made to Table 1 of the above referenced report by EWP.

(b) Phasing of Water Acquisition.

In order to prevent an undesirable situation from resulting if Developer is unable to obtain the total required water rights or develop the necessary sources, the following conditions are imposed:

(1) Prior to approval of Preliminary Plans, Developer must demonstrate that substantive and valid water purchase options have been secured or that a valid application has been made to the Central Utah Water Conservancy District for C.U.P. water in the total amount required for the project.

(2) If the total water rights and sources have not been secured prior to the first Preliminary Plan, such plan must show the proposed development utilizing the Applicant's existing 100 acre feet of water, and a demonstration that such development would be capable of standing alone in the event that no further water rights may by obtained or sources secured.

(3) If, within five years of the first Preliminary Approval, total water rights and sources for the project as approved herein, or as modified by the County pursuant to a metered water use study, have not been secured, Developer shall file with the County a proposed Amended Density Determination showing the proposed reduced project size and application of the then perfected water rights and sources.

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2. Water System Capacity and Fire Flows:

Because of the wildland fire exposure in the Telemark Park Resort, and the distance from established Wasatch County fire fighting services, the Fire Flow demand for the Development has been set at a level in excess of that required by the Uniform Fire Code. The estimated fire flow demand for each type of Unit is shown on the following table:

Unit Type	Peak Day Source Demand and Flows Gallons/Day Winter	Summer
Commercial Space, Per 1,000 sq. ft.:	75	80
Lodge Condos:	800	900
Apartment Condos:	600	800
Townhouse/Cottage:	800	950
Single Family Lots:	800	1000
Open Space, Per Acre:	-0-	4030
Snow Making, Per Acre:	3000	-0-
Total Demand in gallons per minute:	358.9	360.8
Total Storage Demand - 50% of Peak Daily Flow, in gallons: 268,000*		260,000

*(includes 60,000 gallons snowmaking)

(a) Fire Flows and Storage Demand:

(i) Multi-Family and Commercial Villages: 2,500 GPM flows for 3 hours.

(ii) Single Family Areas: 2,000 gallons per minute for 4 hours shall be the required fire flow and storage in all areas.

(iii) Total Fire Flow Storage: The total storage per the above requirements would be 450,000 gallons for 2,500 GPM X 3 Hours, or 480,000 gallons for 2,000 GPM X 4 hours. As the greater of these two is 480,000 gallons, the required fire storage shall be 500,000 gallons.

(b) Total Storage Demand:

Total storage demand is the sum of fire flow storage, unit storage demand, any other storage demand, and is the greater of summer or winter storage demand. This is calculated to be 770,000 gallons. This is the required total storage for Telemark Park Resort. This may only be reduced through alternate storage or source for snowmaking water, which accounts for 60,000 gallons during the winter, and/or a reduction in unit demand based upon a metered water use study as provided for above.

3. Water System Design Standards. The following design standards apply to the construction of the water system in Telemark Park:

(a) Storage Location, System Design & Main Depth:

Total water system storage may be provided in a single location in the project, or divided up into multiple locations throughout the project such that fire flow storage plus domestic storage is satisfied at any particular location.

Each Neighborhood is to have available to it the required fire flow storage plus average daily flow storage, or one-half peak daily demands, for the entire neighborhood considering building types.

Conceptual water system design for the overall project (well locations and capacities; main sizes; and tank locations, elevations, & sizes shall be submitted with preliminary plans.

Water mains are to be buried to a minimum depth of 7 feet in roadways and at a depth of 5 feet in other locations.

(b) Fire Protection and Suppression Requirements:

(i) Fire Sprinklers. All residential and commercial structures within Telemark Park Resort shall be internally fire-sprinklered in accordance with the provisions of the Uniform Fire Code, as updated from time to time. Unless specifically approved by the Fire Marshall for non-combustibility, all such structures shall contain exterior sprinklers as well. Such exterior sprinklers shall include at least under eave sprinklers, but may be required to include roof top sprinkling in areas or on structures deemed by the Fire Marshall to have wildfire hazard or vegetation to roof relationships justifying such measures.

(ii) Fire Breaks. The Application contains provisions for fire breaks around structures. Conformance to the Application in this regard is a condition of this approval and future construction permitting.

(iii) Building Construction/Combustibility Standards. Construction shall meet all applicable fire safety requirements of local, state and federal agencies, and shall be at least as fire resistive as Type V-ONE-HOUR

Construction, maximum compartment size 21,000 square feet, per Table 5-C of the Uniform Building Code.

(iv) Fire Access. Access to structures for fire suppression equipment shall meet all applicable requirements of the Fire District and shall be subject to review by the Fire Marshall, which shall in no event exceed the requirements of the Uniform Fire Code.

(v) Non-County Fire District Service. In the event that Telemark Park Resort contracts with a non-County fire district for interim service the Fire Marshall of said district shall have interim authority hereunder to enforce Fire Safety measures. Approval by the Fire Marshall having jurisdiction and responsibility over the Development shall be binding in the event of a later transfer of jurisdiction, and property owners will not be required to modify existing structures solely on the basis of a jurisdictional transfer.

C. SANITARY SEWER

All commercial buildings and residential dwellings within the Telemark Park Resort shall be served with sanitary sewer service from a sewage collection and or treatment utility or district consistent with the Jordanelle Basin Wastewater Treatment Plan adopted by the County.

D. STORM WATER AND WATER QUALITY

Telemark Park Resort is located within the watershed of the Jordanelle Reservoir and the Provo River. This approval is conditioned upon recognition of the non-degradation status of the hydrologic setting.

(1) Stormwater Plans. Preliminary Plans shall be required to show compliance with the Telemark Park Surface Water Runoff Control Conceptual Level Master Plan by Hansen, Allen & Luce, dated December, 1989 (hereafter the Water Quality Plan). Any proposed variation from the provisions of this plan are subject to review and approval by the County.

Preliminary Plans will be required to show compliance with that plan and shall specifically address:

Location of all building sites outside of storm water discharge routes.

Detention Structures.

The Water Quality Plan identified detention basins. The Water Quality Plan also identified the potential for Preliminary Plans to identify and propose alternatives, so long as the mitigating effect upon water quality equals that provided by the basins. In the absence of alternatives proposed by developer and approved by the County at Preliminary Plan stage, the following detention basins are required to be constructed by Developer as a condition of this approval:

Drain Tunnel Gulch (AKA Telemark Hollow)

St Louis Gulch

U.S. 40 (Just above U.S. 40 Embankment in lower Drain Tunnel Gulch, AKA Telemark Hollow)

(2) Ownership and Maintenance:

All storm water conveyance facilities and detention basins shall be owned by the Special Services District. All storm water conveyance facilities and detention basins shall be operated and maintained by the Special Services District.

(3) Water Quality Control:

The Hansen, Allen & Luce Water Quality Plan referred to above is incorporated herein by reference. The summary measures below are extracted from that plan. The following summary does not replace the more detailed plan.

(4) Stormwater Design Criteria:

All drainage ways with 10 year design flow velocities above 4 feet per second shall be lined with riprap sized with a minimum safety factor of 1.5 in accordance with the Barfield (1981) method. Drainage way hydraulics shall be analyzed with the Mannings flow equation. Cross road drainage facilities including culverts will be designed to convey at least the 10 year design storm after development. The 100 year after development storm event must be considered in the design of such cross road drainage facilities as well as natural and improved open channels, storm drain inlets and storm drain pipe systems so as to provide that such an event does not inundate structures, damage utilities, endanger the public or adversely impact the environment. The design of drainage ways and culverts shall be included in Preliminary Plans

and construction detail shall be provided in the Final Plans.

All building sites and essential facilities shall be positioned such that they are free of flood hazard and/or are protected from 100 year stormwater flows.

Stormwater planning, design, and construction will be integrated with water quality planning.

E. RELATIONSHIP OF ROADS AND UTILITIES TO OTHER PROPERTIES.

Utilities are to be sized to allow adjacent property owners to use them. A reimbursement scheme shall be developed and must be approved by the County and Developer before any other properties are authorized to connect to facilities constructed by the Developer of Telemark Park. Neighboring properties may not be landlocked if they now have a legal right to use the property for access. Neighboring properties that may use project roads for access to their property are to be disclosed as part of Preliminary Planning Process.

F. PUBLIC TRANSPORTATION

There is no established public transportation service in the area at this time. Limited common carrier or hotel courtesy-type public transportation should be anticipated. Public transportation shall consist of bus and van service. Loading zones only in multifamily and village areas shall be provided at walking distances no greater than 500 feet and shall have the following characteristics: 40 feet long and 10 feet wide located outside the normal travel lanes of roadways.

VI. DEVELOPMENT AND SITING OF IMPROVEMENTS

Although a great deal of siting detail has been developed through the Density Determination stage, the specifics as to the development to occur on each of the identified development sites is still quite general in nature, with final design and engineering to follow as individual development sites move to Preliminary and Final Approval. Subsequent applications for Preliminary or Final Approval are to be in substantial conformance with the Application. Subsequent submittals will be deemed to be in substantial conformance with the

Application and this Order of Density Determination if they meet the following standards:

A. DEVELOPMENT PARCELS

Density Determination is considered approval of Density in the areas shown on the Land Use and Area Exhibit according to the conditions contained herein and according to the Pre-Conditions described in Section IV. The location and boundaries of the Development Parcels are identified on Exhibit A which is incorporated by reference. Parcel boundaries may be adjusted at Preliminary Plan level, but may not be significantly changed. Specifically, boundaries are expected to be within 50 feet of those shown on the Land Use and Area Exhibit. The area of Development Parcel areas may be decreased.

Adjustment of Multi-Family Development Parcels may not increase total area by more than 5% of that shown on the Land Use and Area Exhibit. Any such increase may not increase the allowable building mass.

Single Family Parcels may be adjusted, but may not be increased in area unless such increase is due to the conversion of adjacent road right of way (RRW) or MultiFamily (MF&C) areas. Lot lines as shown on the Concept Plan may be reconfigured and the overall number of lots may be reduced according to the Single Family Lot Guidelines herein, but in no event may open space be reduced after dedication to the Master Association.

In no event may the net acreage of Open Space areas be decreased from that shown on the Land Use & Area Exhibit by more than 2%.

Any proposed adjustment of Parcel boundaries from the Application must be shown at Preliminary Application. At Final Application adjustment may only represent survey correction, not reconfiguration.

Within applicable setbacks within MF&C areas, Developer may reconfigure building footprints and shapes from those shown on the Concept Plan and shall show such reconfiguration at Final Plan Application. Such reconfiguration shall be subject to all other conditions contained herein.

At Preliminary Plan developer may adjust roadway locations from those shown on the Concept Plan in the interest of minimizing site disturbance and grading. Such adjustment may not result in more than a 5% increase in total RRW area shown on the Land Use and Area Exhibit, unless such increase is due to an increased width condition imposed by the County.

B. SITING GUIDELINES APPLICABLE TO ALL DEVELOPMENT PARCELS

The following guidelines apply to all development parcels within the Telemark Park Resort:

Building envelopes shall be configured within required setbacks within parcels approved in this Determination for such use, and shall be designated on Preliminary Plan submittal.

Preliminary plans shall be of 1"=50' or greater scale. Such plans shall show existing vegetation of 4" DBH (diameter at breast height) or larger trunk caliper and shall demonstrate an effort to preserve such vegetation wherever possible, with emphasis on preservation of larger and slower growth type trees and groves.

Preliminary plans submitted for review and approval shall show setbacks, limits of disturbance, building envelopes, snow storage areas, cuts, fills, proposed slopes for disturbed areas, general utilities, rights-of-way, easements, and proposed night lighting.

Preservation of natural features and vegetation to the extent reasonably possible is required. Retain existing tree stands and existing terrain where possible.

Building siting should be responsive to the overall development concept, adjacent development, and (i)Topography, (ii)Geology/soils conditions, (iii)Hydrology, (iv) drainage and flood plain considerations, (v) Vegetation, (vi) Views, (vii) Solar and micro-climate considerations, (viii) Access and circulation; pedestrian and vehicular, (ix) Seasonal response, (x) View corridors, (especially to the mountains), and (xi) Snow storage requirements.

C. COMMERCIAL SPACE.

Location: Commercial Space shall be constructed in the Villages indicated on the Master Plan, and shall not be transferrable between Villages. That space designated as Nordic Skiing Commercial shall be allocated between the Nordic Skiing Trailhead, the Teahouse and the Trail Stations. Actual allocation may be made on Preliminary Application.

Allowed Commercial uses: Office, Restaurant, Retail, Ski & Sports Shop, Tavern, Convenience Store, Delicatessen, Cafe, Sports/Fitness and other uses related to the recreational and residential nature of the development.

Prohibited Commercial Uses: Any business activity producing noxious fumes, hazardous waste or noise pollution, any other business activities prohibited in the zone or the County.

D. SET BACK AND SIDEYARD STANDARDS

Minimum Setbacks SINGLE FAMILY:
Front Lot Line: 20 Feet
Rear Lot Line: 30 Feet
Side Lot Line: 10 Feet
Distance from Road Centerline: 45 Feet

Minimum Setbacks MULTIPLE FAMILY:
Front Lot Line: 15 Feet
Rear Lot Line: 25 Feet
Side Lot Line: 10 Feet
Distance from Road Centerline: 40 Feet
No building or structure other than fences shall be built within the setback criteria as described above.

E. SINGLE FAMILY SUBDIVISION LOT DESIGN STANDARDS:

It is the intent of these criteria to minimize surface and visual impact from the development of single family lots and to restrict dwelling placement, height, size and design so as to provide for unobtrusive, attractive dwellings in harmony and proportion with their surroundings.

The following parameters are being approved out of consideration for the environment, to allow for clustering of single family dwellings and larger open space areas, and to achieve aesthetic variation within the project. Applications for Preliminary and Final Approval of Subdivisions containing Single Family Lots will be approved if they demonstrate compliance with the following standards:

Lot Size: The minimum Lot size will be at least 10,000 Square Feet

Limits of Disturbance: Within each Lot, the Preliminary Plan and Final Plat must designate and show an area within each lot where grading and vegetation removal is allowed and where the dwelling and all improvements must be sited. Outside of the Limits of Disturbance only approved above-ground thinning of existing vegetation or spot planting, and the reasonable and necessary placement of utility service lines to the Lot may occur. The Limits of Disturbance Area will be shown on the Final Plat and

varies from lot to lot to protect vegetation, drainage, and areas of steep slope.

Maximum Dwelling Coverage: Within each Lot, the Preliminary and Final Plat must designate the maximum size of allowable structures in plan view, including eaves, overhangs, and outbuildings, which may be constructed on the Lot. This is not the Floor Area, but the area of Lot coverage. The Maximum Dwelling Coverages and Maximum Dwelling Sizes shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Impervious Area: Within each Lot, the Preliminary and Final Plat must designate the maximum area of impervious surface allowed on a lot in addition to the Dwelling Coverage, including driveways, concrete slabs, walkways, steps and other surfaces impervious to water. The coverages shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Total Floor Area: Within each Lot, the Preliminary and Final Plat must designate the maximum Floor Area as defined by the Uniform Building Code, which does not include garages. The Maximum Floor Areas shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Garage Area: Each Lot must contain a garage. The maximum allowable garage shall be 600 square feet per dwelling. Larger garage areas will be counted against the total Allowable Floor Area of the Dwelling.

Maximum Irrigated Landscape Area: The Preliminary and Final Plats for each Single Family Subdivision must show the maximum allowable irrigated area for each Lot. The irrigated area is that portion of the Lot which may be irrigated or planted in non-native plants using additional water. The actual irrigated area will be shown on the final plat, but will average 1,600 square feet on each Lot. Some drip irrigation of native and drought resistant plants may be done beyond this limitation. Notwithstanding any of the foregoing, the Telemark Park Resort Special Services District will establish water rate schedules penalizing excessive landscape watering.

Upper Story Restriction: Succeeding or higher stories of a dwelling must be no larger than 75% of the next lower story if that lower story is 50% or more above natural grade. In split-level designs such ratio is by reference to the floor directly below as opposed to the half-story.

Initial Construction Limitation: Initial Construction, defined as any construction occurring within 24 months of approval of a single family dwelling, shall not exceed 90% of the allowable maximum Dwelling Coverage or Floor Area. Subsequent approved construction may not exceed the maximum allowed.

Master Association Architectural Control Committee: Notwithstanding any of the foregoing, the Master Association Architectural Control Committee must approve all planned construction prior to any alteration of existing site conditions. The Telemark Park Resort Architectural Guidelines shall define this procedure, which regulates architecture, landscaping, siting, vegetation removal, thinning for firebreak, stormwater discharge and environmental guidelines. The standards and regulations of this Density Determination will be incorporated into the Subdivision Covenants, Conditions, and Restrictions for each Subdivision.

SINGLE FAMILY LOT COVERAGE TABLES

Lot Area Dwelling Increment (square feet)	Coverage Factor for Increment	Maximum Coverage in Square Feet	Total Coverage in Square Feet
For the first 11,000 sq. ft.	26% coverage	up to 2860	up to 2860
For the next 11,000 sq. ft. (11,001-22,000)	18% coverage	up to an additional 1980 sq. ft.	up to 4840
For the next 11,000 sq. ft. (22,001-33,000)	8% coverage	up to an additional 880 sq. ft.	up to 5720
For the next 11,000 sq. ft. (33,001-44,000)	4% coverage	up to an additional 440 sq. ft.	up to 6160
For Area above 44,001 sq. ft	3%		

As an example of using the above Table, consider a 15,000 square foot lot: the Total Dwelling Coverage would be computed as follows: For the first 11,000 square foot of Lot area, a coverage of 26% applies. For the Lot Area above 11,001, a coverage factor of 18% applies. 26% of 11,000 = 2860 + 18% of 4000 (15,000 - 11,000) = 720 for a total of 3580 square feet.

MAXIMUM SINGLE FAMILY LOT "OTHER IMPERVIOUS" COVERAGE GUIDELINES:

lot area increments (sq ft)	maximum other coverage %	maximum other coverage (sq ft)	maximum total other coverage (sq ft)
up to 11,000	15.0%	1650	1650
11,001-22,000	10.0 %	1100	2750
22,001-33,000	5.0%	550	3300
33,001-44,000	2.5 %	275	3575
44,001 +	2.0 %		

As an example of using the above Table, consider a 15,000 square foot lot: the total other coverage would be 15% of 11,000 = 1650 + 10% of 4000 (15,000 - 11,000) = 400 for a total of 2050 square feet.

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CUMULATIVE MAXIMUM SINGLE FAMILY LOT "TOTAL IMPERVIOUS" COVERAGE GUIDELINES: ("DWELLING" COVERAGE + "OTHER IMPERVIOUS" COVERAGE)

lot area increments (sq ft)	total dwelling coverage (sq ft)	total other coverage (sq ft)	total impervious coverage (sq ft)
up to 11,000	2860	1650	4510
11,001-22,000	4840	2750	7590
22,001-33,000	5720	3300	9020
33,001-44,000	6160	3575	9735
44,001 +			

As an example of using the above Table, consider a 15,000 square foot lot: the total impervious coverage would be the total of 3580 sq ft computed above and 2050 sq ft computed above for a total of 5630 square feet.

MAXIMUM SINGLE FAMILY LOT "FLOOR AREA" GUIDELINES:

lot area increments (sq ft)	maximum total floor area %	maximum total floor area (sq ft)	maximum total floor area (sq ft)
up to 11,000	45%	4950	4950
11,001-22,000	30%	3300	8250
22,001-33,000	15%	1650	9900
33,001-44,000	8%	880	10780
44,001 +	4%		

As an example of using the above Table, consider a 15,000 square foot lot: the total floor area would be 45% of 11,000 = 4950 + 30% of 4000 (15,000 - 11,000) = 1200 for a total of 6150 square feet.

F. COMBINATION OF LOTS

At Preliminary Plan submittal developer may reduce the total number of lots within a neighborhood by combination of lots. The resulting larger lots shall be allowed construction according to the formula in Tables above. In no event shall the foregoing allow developer to increase the total area of single family development or to increase the number of lots or total allowed construction.

Preliminary Plans for the first single family lots in the project shall contain, in form satisfactory to the County, Covenants for single family neighborhoods which contain provisions that:

Adjoining Lots may be combined if owned by one party. The

resulting parcel shall be treated as one lot for all further purposes and such combination shall be deemed permanent. No lots, once combined, may be subdivided. The owner shall be required to file a Notice of Combination with the Master Association which shall record such notice with the County Recorder prior to commencement of construction. (The ownership of adjoining Lots is not, by itself, evidence of combination or intent to combine, and combination is not deemed to have occurred unless and until a Notice of Combination has been recorded, or a structure built which crosses the common Lot boundary line.)

The resulting larger lot shall be allowed coverage, impervious area and dwelling size according to the tables preceding as 1 lot, not the sum of the allowed areas prior to combination.

The limits of disturbance area shall be revised by applying the ratio between the dwelling size allowed on the largest uncombined lot to the combined dwelling size allowed to the area of disturbance on the largest uncombined lot. The configuration of such area must meet all applicable setbacks and shall be subject to discretionary review by the Master Association Architectural Control Committee. Committee may disapprove the limits of disturbance based upon visual impact, vegetation impact and neighborhood compatibility. The Committee shall consider and rule upon such combinations prior to purchase if so requested.

Assessments by the Master Association shall be based upon a minimum per lot and an additional amount ratable to dwelling size, combined lots to be assessed as one (1) lot. No combination of Lots shall have the effect of increasing the assessment applicable to other Lots in the Subdivision which were not combined.

Dwellings in excess of 20,000 square feet of floor area must be approved by the Planning Commission on an individual basis.

G. SPECIAL GUIDELINES FOR TELEMARK HOLLOW LOT:

The Lot shown on the Concept Plan as the Telemark Hollow Single Family shall be subject to the following additional guidelines:

Driveway: The driveway shall be limited to 16' of graded width and 10' of pavement width. The limits of disturbance shall not exceed 32' feet measured horizontally.

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Dwelling Height: The dwelling shall not break ridgeline as viewed from Jordanelle State Park Hailstone Marina Visitors Center by more than 12' and shall not exceed 24' from natural grade at any point.

Site Plan for limits of disturbance and driveway shall be submitted with final plan and be subject to discretionary review by County. Revegetation of all site cuts and fills shall conform to regulations established in Section VI, Sub-Sections L and M.

H. BUILDING HEIGHT.

Unless otherwise stated in regard to specific buildings or building locations, the following height standards shall apply within the Telemark Park Resort. Height is restricted on a neighborhood by neighborhood basis. Maximum height refers to the highest peak or ridge as measured vertically from natural grade at that point. Natural grade is defined as a plane formed by the corners of the dwelling prior to any excavation. The height regulations for specific sites are as follows:

(1) Lodge Condos at Village Center: Height shall be measured from the elevation of the finished grade at midpoint of building. The maximum height shall be 75 feet, consisting of not more than five levels. The building shall have a gable roof (a roof consisting of two inclined planes that meet at a ridge over the center of the building and slope down to the sidewalls) or a hip roof (a roof similar to a gable roof with a central ridge except that the roof slopes from the ridge to all outside walls), with the top level being partly located in the roof structure. The top level shall not cover more that 50% of the Building Footprint. The building must then step from such top level on both the ski hill side and the road side to avoid any vertical wall more than three levels in height.

(2) Commercial at Village Center: is to be contained within the Lodge Condo configuration.

(3) Little Baldy Ski Academy: Height shall be measured from finish grade at midpoint of building and shall not exceed 45 feet in height.

(4) Slalom Stadium: Height and capacity must be approved by county planner at preliminary plan submittal prior to final approval and construction.

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(5) Telemark Hollow Cottages: Height shall be measured from natural grade and shall not exceed 28 feet.

(6) Roosevelt Gap Lodge: Height shall be determined from an on-site balloon flying to determine maximum height allowable yet not be visually obtrusive from the Deer Valley Plaza parking area. Maximum elevation of building is provisionally determined to be 7466 at roof peak until balloon flight and acceptance of height determination by County Planner.

(7) Little Baldy Village and St. Louis Village: Height shall be measured from the natural grade at midpoint of each building. The maximum height shall be 38 feet to midpoint of roof.

(8) Snowtop: The maximum height of these dwellings shall be 24' for perimeter lots, defined as the outer row of 1 lot depth on the southwest, south and east sides of the neighborhood, and 28 feet for all other lots, as measured from natural grade at any point in the dwelling.

(9) Single Family and Duplex Units: The maximum height of these buildings shall be 28 feet, except in certain areas where it shall be 24', as measured from designated natural grade at any point in the dwelling.

I. STANDARDS INCORPORATED INTO RECORDED COVENANTS.

The recorded covenants governing each portion of the Development shall establish specific guidelines, consistent with these standards, and reasonably acceptable to the County for final siting of buildings and roads; building bulk, form and height limitations; building materials, colors and textures; and building orientations for maximum solar access and energy conservation purposes. The Design Guidelines attached as Exhibit C will also be incorporated into the master Declaration Covenants, Conditions, and Restrictions for the Telemark Park Resort.

J. HANDICAPPED/ELDERLY ACCESS.

Access for the handicapped must be provided in all buildings open to or used by the general public.

K. PARKING AND LOADING REQUIREMENTS.

(1) General Parking Design Considerations. Each development site is required to provide its own parking, which shall be

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under the control and ownership of the owners of that development site. All parking spaces shall be located on the same parcel as the building or use for which they are required. The Master Association Covenants, Conditions and Restrictions, or where appropriate, the neighborhood or condominium covenants shall address parking and include the following limitations:

No parking spaces shall be located within the setback area of a parcel boundary.

There shall be no parking of commercial vehicles with three or more axles in residential and accommodation parcels.

Service bays within the building or parking structure shall provide for maneuvering of service vehicles.

Underground parking clearance shall be a minimum of 8 feet high to accommodate vans and vehicles with ski racks. Driveways shall not exceed 15%, but should generally have a slope of less than 6%.

(2) Parking For Residential Uses.

Parking for residential uses is based on the size of the residential structure, as shown on the following table:

Parking Required for Residential Uses

unit type	number of bedrooms	number of covered spaces	total number off-street spaces
sf	1-5	2	4
sf	6	2	5
sf	7+	3	6+*
ac	1	1	1
ac	2	1	2
ac	3	1	2
ac	4+	2	3+*
lc	1-2	1	1
lc	3-4	2	2
lc	4+	2+*	2+*
th/c	1-2	2	2
th/c	3-4	2	4
th/c	4+	2	4+*

* where asterisked, one additional space for each two additional bedrooms

if housing unit sizes increase (in number of bedrooms) over proposals of the Application, the number of parking spaces shall increase in compliance with Section IV.K.2.a. Residential Parking above.

(3) Parking for Commercial Uses.

Parking for commercial buildings and uses shall be provided in the ratio of 5 spaces per 1000 square feet of commercial building area, which includes employee parking requirements.

(4) Parking for Recreational Uses.

Fifty (50) parking spaces shall be provided for the Alpine Ski Facility. Twenty (20) parking spaces shall be provided for the Trailhead serving Nordic skiing and summer trail use.

(5) Ski Academy Parking.

Ski Academy parking shall be provided in the ratio of 5 spaces per 1000 square feet of habitable building area, which includes employee parking requirements.

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L. SITE PREPARATION, GRADING, AND RE-VEGETATION.

Prior to any construction or the issuance of any building permit, Developer shall comply with the following conditions:

(1) Geological Reconnaissance and Geotechnical Analysis.

The Report by Dames and Moore entitled Engineering Geology Reconnaissance and Geotechnical Study Telemark Park Proposed Development, dated December, 1988 and Amended July 13, 1989, is incorporated herein by reference. The recommendations of the above report are incorporated herein as conditions of this approval.

Notwithstanding the foregoing, Preliminary Plans shall be subject to site specific geotechnical review by the County and its consultants. Such plans shall show all proposed grading, cuts and fills.

Notwithstanding the foregoing, any building permits applied for in Telemark Park Resort shall conform to the specific geotechnical recommendations established for that site during Preliminary Review, and, in the absence of such recommendations shall be required to obtain such a site specific report.

(2) Site Preparation: Building Areas, and Trails.

The outlines of areas of site work shall be staked prior to beginning site clearing, grubbing or grading. All work areas shall be flagged including, but not limited to, access roads, storage areas, trails, buildings, utility corridors, road rights-of-way, building areas, and construction roads. Trees and vegetated areas which are within the defined areas and which are to be protected shall be encircled with snow fencing or other barriers of sufficient durability to last through a construction period. The County shall inspect and approve areas of site work prior to construction.

Methods of disposal of vegetative materials shall be approved by the County prior to any site work.

Stripped and stocked topsoil shall be seeded or protected by other erosion control methods acceptable to the County upon the earlier of: (i) 30 days after a stockpile is completed; or (ii) immediately, if a stockpile is completed between August 15th and the following May 1st.

A clearing, grubbing and grading specification which describes all operations, including, but not limited to, depth of root removal, dust control, temporary surface drainage

controls, seasonal phasing, and haul routes, shall be approved by the County prior to any site work.

Site clearing, grubbing and grading shall be phased according to County approved construction schedules.

(3) Site Grading, Drainage, and Erosion Control and Revegetation.

In order to minimize site disturbance, roadbeds shall be graded and stabilized prior to other site preparation.

Excavation or the extension of fill beyond the boundary of Disturbed Area is prohibited. Foundation construction shall be accomplished with precise cuts and fills.

Dust control measures approved by the County for work on-site and for haulage off-site shall be instituted to minimize fugitive dust problems.

Damage to trunks and roots of trees that are to be saved and soil compaction to root systems of such trees shall be avoided. Cuts, or fills over root zones of plants that are to be saved shall be avoided . Grading shall not be permitted within six feet of trees that are to be saved.

Utility lines shall be installed within road rights-of-way, under future trails, paths, or ski runs, or in areas otherwise unavoidably disturbed by construction. Trenches for utilities shall not be dug within the drip lines of trees that are to be preserved. If it is found absolutely necessary to route utility lines through undisturbed areas, the location of such lines shall require the advance approval of the County. If so approved, such areas shall be regraded after proper compaction of trenches and re-vegetated with native plant materials; seeded areas shall be protected with crimped straw, aspen mats or with another method approved by the County for erosion control.

Drainage diversions and structures shall be installed prior to any site disturbance in an affected drainage.

Graded surfaces shall not be left unprotected through the winter. All such surfaces shall be hydro-mulched or protected with crimped straw, aspen mats or with another method approved by the County. All disturbed slopes of 30% or greater longer than 12' as measured perpendicular to the contour shall be protected by dikes or perimeter diversions of a type, size, and location approved by the County.

In order to prevent loss of natural vegetation, the County may require installation of retaining structures where

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the vertical differential at centerline of the finished road profile grade and the natural grade exceeds 25 feet. All retaining walls and structures proposed in the Application or other wise required by the County shall be constructed by Developer.

In order to protect natural vegetation and to minimize erosion, the horizontal cross section of the roadway limits of disturbance in excess of 100 feet shall require the approval of the County Planner.

All retaining structures proposed in the application or otherwise required by the County shall be the responsibility of and constructed by the Developer.

(4) Grading confined within parcel boundary.

All grading requirements of each development must be resolved within the property boundary.

Cuts and fills should be minimized and blended into the existing terrain.

No retaining walls shall exceed 10' in height without a step or horizontal break of at least 3'. Timber retaining walls are discouraged.

Slopes of cut and fill banks should be determined by soil characteristics for the specific site to avoid erosion and promote re-vegetation opportunities.

Maximum allowable slope shall be 2:1 (3:1 for mowable grass areas) unless stamped site specific geotechnical analysis allows steeper slopes.

The tops of cut slopes shall be rounded so as to blend with natural grade.

M. REVEGETATION & EROSION CONTROL POLICIES.

Preliminary Plans shall be required to show specific revegetation and erosion control plans for all disturbed areas within the Project. Such plans shall conform to the following minimum standards:

(1) Plant Materials & Application:

Plant materials shall be native to the area or adapted to non-irrigated conditions for the area planted. Seed mixes shall be varied for slope, aspect and soil type & cover. Seed mixes shall contain a minimum of 4 approved grass species and 2 approved legumes. Revegetation methods shall include an

application of approved seed mix on a prepared surface at a minimum of 30 lbs/acre PLS, with an organic mulch applied at a minimum of 2,000 lbs/acre.

(2) Revegetation of Ski Runs, Cut & Fill Slopes & Non-Irrigated Landscape:

Where disturbed, ski runs shall be revegetated to a minimum hydrologic cover of 50% within 3 growing seasons. Cut & fill slopes shall be revegetated to a minimum 30% hydrologic cover within 3 growing seasons except where the County approves a rock surface. Ski runs shall be revegetated with grass and herbaceous plants as opposed to shrubs, trees and woody species. Cut and fill slopes shall be seeded with grasses and legumes, but may also include shrubs, trees and woody species. Disturbed areas shall not be allowed to remain over winter, and shall be treated with seed and mulch within 8 weeks of disturbance or 4 weeks of finish grading. Preliminary Plans shall show revegetation plans and Final Plans shall show construction detail.

(3) Erosion Control:

Erosion shall be controlled in the long term by revegetation and permanent conveyance and detention structures. During construction and prior to the establishment of vegetation, erosion and sedimentation shall be controlled by means of silt fencing, straw bales, the construction of water bars directing sheet runoff into non-disturbed areas at regular intervals and the application of mulches and erosion control blankets as soon as possible after disturbance. Preliminary Plans shall show erosion control design, and Final Plans shall Show construction detail for such measures.

(4) Site Drainage:

The heavy snowfalls in the Telemark Park Resort area require special attention to drainage.

Preliminary plans shall be required to indicate how storm discharge from each parcel and any related improvements is directed so as to conform to the requirements of the Hansen Allen Luce Telemark Park Surface Water Runoff Control Conceptual Level Master Plan of December 1989. Such plans shall be subject to further review by Wasatch County for conformance to County Requirements.

Runoff from impervious surfaces such as roofs and pavement areas shall be collected and directed to drains.

Positive drainage of all public and private plaza and walkways is required. Drains should be full catch basins or trench drains. Balcony floor type drains are not acceptable.

VII. EMPLOYEE HOUSING

Developer shall be required to provide one employee housing unit for each 32 dwelling units and single family lots platted within the project, up to a maximum of 16 such units. Employee housing units are defined as units held permanently for rental on a monthly basis. Such units shall not be sold individually or converted to condominiums. Such units shall be approximately 1,000 square feet, must be located within the project, and must conform to all other requirements for residential construction in Telemark Park Resort.

Until such time that 16 such units have been constructed, Developer shall be required to show on each preliminary plan submission, the provision of one such unit for each 32 dwelling units.

VIII. RECREATION AMENITIES, OPEN SPACE, AND COMMON AREA MANAGEMENT

Within the Telemark Park Resort property there are a number of areas that have been reserved as Open Space Areas under this Density Determination. The management and ownership of these open space areas is an important consideration in the overall Density Determination, and is viewed as an essential amenity to the development sites. The following policies and regulations will apply to the use, ownership, and management of the open space areas:

A. OPEN SPACE OWNERSHIP.

(1) Forest & Woodland Preserve (F&WP):

Forest and Woodland Preserve shall be master common area owned by the Telemark Park Resort Master Association.

(2) District Roadways (RRW):

All district roadways shall be owned by the Telemark Park Resort Special Services District.

(3) Recreation and Forest Conservation:

Title to R&FC lands may be retained by Developer or conveyed to the Ski Academy, the Master Association or other parties capable of assuming the responsibilities attached thereto.

(4) Public Access:

Common areas within Telemark Park Resort will be private. The developer and the Master Association may allow public access to Recreation Amenities and may charge for such use. Such charges may have a differential between Master Association Members, Wasatch County Residents and the general public, but shall not otherwise discriminate against members of the general public. The common areas are not dedicated to the public.

(5) Open Space Covenant:

At the first Plat Approval or building permit, the Developer must record an open space covenant preserving open space areas from non-open space uses.

B. RECREATION AMENITIES.

(1) Recreation Amenities Defined:

The Recreation Amenity Exhibit, 1" = 200', dated July, 1991, is incorporated by this reference. Recreation Amenities shall be constructed in general conformance to the Exhibit in terms of location, dimensions and limits of disturbance. Specifications for Trails are contained on the referenced exhibit. Fixed structures shall be designed at Final Plan approval and may vary in terms of footprint, but shall conform to the Architectural Guidelines set out for the project. Variation from the exhibit shall be subject to approval by the County Planner, and may be denied if found to be inconsistent with the intent of this approval.

(2) Conformance to standards:

The development of all skier and other recreation amenities shall conform to:

Any inter-resort agreements for operations, maintenance, and construction.

AASHTO bridge construction and specifications.

Alpine Ski Facilities:

1 Ski Run not to exceed 5 acres total area.

1 Surface Ski Tow not to exceed 1100 ft length.

(b) Phase 1 Recreation Amenities:

Phase 1 Recreation Amenities shall be constructed or bonded for prior to the first plat approval or building permit issued.

Alpine Ski Facilities:

1 Detachable Platter Surface Tow, approximately 2,200 ft. length, approximately 750 skiers/hour @ 600 ft./minute.

4 Ski Runs, identified as Wedelin, Arlberg, Christiana and Game Trail on Master Plan. Approximately 20 skiable acres.

Snowmaking facilities adequate to cover 10 Acres.

25 Off-street parking spaces

Restroom facilities capable of serving 150 SAOT

Trails/Nordic Ski Facilities:

3 Miles of machine groomable Super Trail

3 Miles of Single Track Trail

12 Off-street parking spaces

Trailhead warming hut

(c) Phase 2 Recreational Amenities:

Phase 2 Recreational Amenities shall be constructed or bonded for prior to the platting of or the issuance of building permits for more than 50% of the residential units in the project.

Alpine Ski Facilities:

1 Double Chair Lift, approximately 3,400 ft. length, approximately 1200 skiers/hour @ 475 ft./minute.

4 Additional ski runs, 30 additional net skiable acres (8 total, 50 total acres).

20 Additional acres snowmaking (30 Total).

25 Additional off-street parking spaces (50 Total).

Restroom facilities capable of handling 500 SAOT.

Trails/Nordic Ski Facilities:

2 Additional miles machine groomable super trail (5 Total).

8 Additional off street parking spaces (20 Total).

Trailhead shop, 600 s.f. minimum.

Tennis Courts:

2 Regulation tennis courts @ Village Center.

(d) Optional Recreation Amenities:

Optional Recreation Amenities may be constructed by Developer, but shall not be required.

Alpine Ski Facilities:

20 Additional Acres Snowmaking (50 Total)

Spectator seating and parking for Special Events (subject to approval by County).

Trails/Nordic Ski Facilities:

3 Additional miles Super Trail (8 Total).

5 Additional Miles Single Track Trail (8 Total).

Additional commercial space @ Trailhead, up to 2,000 s.f..

Teahouse Restaurant and Trail Stations, up to 3,000 s.f..

Nordic Ski Jumps (subject to approval by County).

Sports/Fitness & Swimming:

Swimming Pool at Village Center

Sports/Fitness Center @ Village Center (to be deducted from approved commercial space).

(e) Association Common Area Recreation Facilities:

At Preliminary Plan Developer may apply, or after construction individual homeowners associations may apply to the County and the Master Association Architectural Control Committee for right to construct common area amenities such as tot lots, picnic facilities, single tennis courts, hot tubs, small pools, game areas etc.. Such facilities must be located within the common area of said Association, may not encroach upon Master Association Open Space and may be denied due to visual impact, environmental impact, or neighborhood incompatibility.

4. Recreation Amenity Ownership & Operation:

(a) Developer Primary Owner & Operator:

The Developer shall have primary ownership of and operating responsibility for major amenities. Developer may retain ownership to such amenities and operate them as for-profit businesses. The Maintenance Agreement will define methods by which ownership and operating responsibilities may be transferred to parties willing and capable of assuming the responsibilities attached thereto.

(b) Master Association May Own and Operate.

According to terms defined in the Maintenance Agreement the Master Association may be invited to operate and may receive title to some or all recreation amenities. The Master Association may elect not to operate such amenities, in which case the Abandonment Bonds shall be used to restore and/or stabilize the improvements. Under certain circumstances described in the Maintenance Agreement, the Master Association may not decline title to the R&FC lands.

(c) Recreation and Forest Conservation Lands:

Those lands shown on the Land Use Exhibit as Recreation and Forest Commercial shall be owned by the developer, the Master Association or other operator of the recreation amenities connected thereto. The parcels shown on the referenced exhibit may not be further divided or converted to other uses.

(d) Alpine Ski Facilities:

Alpine Ski Facilities, including the R&FC parcels to which they are attached, shall be owned by the Developer, Master Association or Operator of the facility as defined in the Maintenance Agreement. Owner may lease such facilities to a Concessionaire as defined in the Maintenance Agreement.

(e) Trails/Nordic Ski Facilities:

Trails and Nordic Ski Facilities, which include the R&FC parcels so designated as well as the Trail Easements over F&WP lands, shall be owned by the Developer, Master Association or Operator of such facilities as defined in the Maintenance Agreement. Owner may lease such facilities to Concessionaires as defined in the Maintenance Agreement.

(f) Other Recreation Amenities:

Individual Homeowner Associations shall own and operate all amenities located within their Common Area. Village Center Sports/Fitness, Swimming & Tennis facilities shall be owned and operated in the same fashion as the Ski Amenities.

(5.) Access to Recreation Amenities:

Homeowners, Residents and Guests of Telemark Park Resort shall enjoy access to all Recreation Amenities, but may be charged by the Owner or Operator of such amenities at rates no greater than those charged the general public. Developer or owner of such amenities shall be free to enter into agreements with the Master Association for special rates and access arrangements to such Amenities, and may exclude the general public or charge the general public higher rates. Such agreements may include payment of all fees by Master Association, and access to Homeowners, Residents and Guests controlled by the Master Association. Notwithstanding any of the foregoing, no method of exclusion shall be implemented which shall deny access at fair market rates to Homeowners, Residents and Guests of Telemark Park Resort. This shall not preclude the closure of specific trails from time to time for the pusposes of the Ski Academy and its realted uses for training, special events, as reasonably necessary or convenient for the purposes of the Academy.

(6.) Pre-Development Recreation:

Developer shall have the right to construct and operate the Recreation Amenities inventoried in Paragraph B.3(a) of this Section prior to application for preliminary approval or plat approval for the first phase of the Project, subject to the following conditions:

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(a) Developer shall submit a Pre-Development Water Quality Plan for review and approval by the County's water quality consultants. County's consultants must review and approve plans for conformity to Telemark Park Resort Water Quality Control plan and non-degradation of off site water quality.

(b) Developer shall submit plans at 100 scale or better to the county showing: proposed construction, proposed limits of disturbance, proposed construction methods, proposed erosion control and revegetation, estimated cost of improvements, estimated cost of abandonment and bond or letter of credit for amount in excess of existing out of pocket fund. Such plans shall be subject to approval by the County Planner and Building Official, and staking shall be subject to inspection for conformance to plans prior to construction.

(c) Pursuant to such approval, Developer may apply for permits to operate a Nordic Skiing and Mountain Biking operation as a business with advertising to the general public.

(d) Developer is specifically prohibited from operating Alpine Skiing except on a private, non-advertised or club basis prior to Preliminary Approval.

(e) Developer must meet all other County and State requirements for any such operation, including health requirements. Sewage must be totally contained, must be handled by licensed waste operators, and may not be disposed of on site. It is contemplated that sewage would be handled by chemical toilet only.

(f) Warming Huts must be portable and may not exceed a total of three and total square footage of 400 feet.

(7.) Recreation Amenities Abandonment Plans & Bonds.

Final Plans shall contain abandonment plans for any recreation amenities proposed addressing steps and costs necessary to restore and stabilize the site to a nondegrading condition in the event that the recreation amenity is abandoned.

Excepting Pre-Development Recreation, Abandonment Bonds shall be posted prior to the construction of Recreation Amenities. The administration of such bonds shall be provided for in the Maintenance Agreement.

IX. MAINTENANCE AND ADMINISTRATION

A. MAINTENANCE AGREEMENT.

On or before the approval of the first plat or the issuance of the first building permit, with the exception of Pre-Development Recreation, Developer, Master Association and Special Services District shall execute and record, in form and substance satisfactory to the County, a Maintenance Agreement satisfying or containing each of the following:

(1) Each beneficiary, mortgagee, lienholder or other owner of interest in the property, of record as of the recording date of said Agreement, shall execute an agreement subordinating their interest to the Maintenance Agreement.

(2) Provisions for Maintenance and Abandonment Bonds which shall be posted by Developer in conformance to Maintenance and Abandonment Plans, and shall cover Recreation Amenities, Stormwater Conveyance and Water Quality Facilities.

(3) An Open Space Preservation Agreement covering the Forest and Woodland Preserve areas of the Property.

(4) Provisions for the operation and maintenance of the Recreation Amenities inventoried in Section VIII, in conformance to the following terms:

Developer or assigns shall operate and maintain the Amenities or lease them to entities capable of doing so.

In the event that Developer declines to operate any or all amenities, such failure shall be deemed an invitation to the Master Association to operate and maintain said amenities.

The Master Association shall have the right to choose not to operate said amenities, in which case the Developer shall be responsible to dissemble and restore said amenities to safe, stable conditions requiring no further maintenance. In the event that Developer fails to make such Restoration, the Abandonment Bonds shall be made available to the Master Association for such abandonment.

Nothing herein shall be construed to alter or displace the right of Developer to operate the Recreation Amenities, provided, however, that should Developer desire to resume operation of said Amenities after a period of operation by the Association it shall be

required to give 30 days notice, to reimburse the Association for any costs in excess of receipts which it incurred during such operation, plus a fair interest rate from the dates of such expenses.

The Recreation Amenity Operation Rights shall run with the land. Provisions shall be made in the Maintenance Agreement to prevent the enforcement of liens, mortgages, deeds of trust or other obligations of Developer from damaging, removing or dismantling Recreation Amenities (including but not limited to Ski Lifts).

(5) Recreation Amenity Abandonment Bonds:

The Maintenance Agreement shall contain provisions governing the administration of Abandonment Bonds. Abandonment Bonds are described in Section VIII.

(6) Water Quality Maintenance:

The Maintenance Agreement shall have provisions for the operation and maintenance of Stormwater Conveyance and Water Quality facilities:

After construction, three years of operation and inspection, Special Services District shall accept permanent maintenance and operation of such facilities.

Following construction, such facilities shall be inspected annually for a period of three years, after which they shall be inspected at five year intervals. Such inspection shall be defined in the Maintenance Agreement to the satisfaction of the County's Water Quality Consultant.

In the absence of seasonal or perennial streams discharging from the Property, Water Quality shall be monitored as follows:

At the outlet of the lowest detention basin, or above the Telemark Hollow culvert at U.S. Highway 40, whichever of the following measures is considered most reliable by County's water quality consultant shall be installed: Either a device capable of collecting water quality samples during storm events, which samples must be collected within 24 hours of an event, or a monitor connected to offices and caretaker dwelling which would signal the issuance of water from the detention basin so as to notify personnel to collect such samples on a 24 hour basis.

B. LEGAL STRUCTURE OF THE DEVELOPMENT.

(1) Developer's Responsibilities.

The Developer is defined as the Applicant or Applicant's assigns or successors in the surface estate of the Property. The Developer shall bear primary responsibility for conformance to the conditions in this Approval, for construction of all improvements as shall be required under Preliminary and Final Approvals, for the posting of all required bonds and securities, for the construction of Recreational Amenities in accordance with Section VIII of this approval and for such other requirements as may be imposed by Preliminary and Final Approvals.

(2) Telemark Park Resort Special Services District.

Wasatch County will assist and participate in the creation of a Special Services District (or districts) to be organized in conformance with appropriate Utah law to own, operate and maintain the water system and water rights, sanitary sewer collection and conveyance facilities, stormwater conveyance and water quality facilities, all non-county roads and right of ways and such other services and facilities as may be appropriate and permitted by applicable law.

(3) Telemark Park Resort Master Association.

A Utah non-profit corporation shall be organized in accordance with the Development Code as an owners association to own, operate and maintain all Master Common Area, to enforce the Covenants, Conditions & Restrictions, to enforce the Architectural & Environmental Guidelines and, if it chooses, certain Recreation Amenities. The Master Association must be constituted in a manner satisfactory to the County in the following respects:

(a) The Master Association must have the power to assess members of the association to carry out its necessary and intended purposes.

(b) Assessments and voting rights must be reasonable and fair, it must be bound by the maintenance agreement, its assessment liens must take precedence over all other liens excepting governmental entities, and it shall be governed by a fairly elected Board of Trustees.

(4) Sub-Associations.

Individual Condominiums, Lodges and/or neighborhoods may organize non-profit corporations or condominium owners associations under Utah law to own, operate & maintain sub--common area and enforce sub-covenants within certain areas. In the case of condominium ownership, an association of condominium owners will be formed as required by applicable law to govern the common areas of the condominium.

(5) Sale of Development Parcels.

It is anticipated that Applicant may, from time to time, sell some of the Development Parcels to third party Developers. The sale of development parcels within the Resort can occur only pursuant to approved Preliminary Plans and shall not relieve Developer of any responsibilities conditioned in this approval. Such parcels shall be entitled to rely upon the Density Determination and other development standards contained in this Order, provided that they will remain subject to final plan and review and all other Conditions of this approval. The owner of such Parcels shall become the Developer of that parcel, but shall not be the Developer of the Resort as defined hereunder. The conditions imposed and rights conferred by this Order are intended to run with the land.

C. OTHER APPLICABLE LAWS.

All additional applicable state and federal laws and regulations shall also apply to this project.

X. DURATION OF APPROVAL

The County's Development Code, has been amended November 21, 1984 to allow planned Recreation Developments to obtain a Density Determination that would last longer than two years. The amendments were approved November 21, 1984 and became effective with the publication date of December 4, 1986. The following are the ordinance changes made effective December 4, 1986:

1. Insert the following at the end of Section 9.3.C.2. (entitled "scope"):

Determining density standards applicable to a proposed development in accordance with the procedures set forth herein is in the nature of specifying the density characteristic of the zoning applicable to the property in such proposed development and is not in the

nature of granting approval of the proposed development itself or any part thereof. Approval to proceed with any portion of the proposed development is granted only as a plat or building permit relating to such portion is finally approved or issued in accordance with Steps 3 through 21 of Paragraph 9.1.D. of this Code. Except as expressly set forth therein or in the density standards established for a proposed development, all County ordinances, resolutions, rules, regulations, impact and development fees, and other charges shall apply to any portion of a proposed development as they exist at the time the plat or building permit relating to such portion is finally approved or issued in accordance with Steps 3 through 21 of Paragraph 9.1.D. of this Code. Once density standards applicable to a proposed development are established in accordance with the procedures set forth herein, and unless and until such standards are amended, suspended, or terminated in accordance with Section 9.3.C.7. thereof, (all design, engineering, construction, and development activities relating to the proposed development shall be in strict accordance with the Density Data for the proposed Development (and all of the designs, plans, plats, drawings, representations, requirements, terms, and provisions contained therein) as modified, conditioned, revised, or refined in accordance with the County Commission's findings and order establishing the density standards for the proposed development.)

2. Replace Section 9.3.C.i. (entitled "Step 9") with the following:

Step 9: Within thirty (30) days following the posting of the County Commission's findings and order, the developer shall prepare and cause to be recorded a form of Notice of Density Standards (satisfactory in form and substance to the County Attorney) containing (i) a property description of all parcels included in the proposed development with sufficient accuracy to enable proper recording and abstracting (ii) an incorporation by reference of all the conditions, restrictions, requirements, limitations, terms and provisions of said findings and order and a general summary thereof; (iii) the names and addresses of representatives of developer and County who can be contacted concerning the density standards; (iv) notice of any stipulations of the developer submitted to the County concerning the density standards and the fact that the density standards and any such stipulations bind present and future owners and mortgagees of any part of the proposed development; (v) such other matters as the Planning Commission staff and/or the developer deem to be appropriate or helpful; and (vi) the acknowledged signatures of all Owners of any

part of the proposed development. A draft of said notice prepared by the developer and a preliminary title report and color coded map reflecting the location and description of each parcel comprising a part of the proposed development shall be delivered by the developer to the Planning Commission staff at least two (2) weeks prior to the end of said thirty (30) day period. In the event the developer fails or refuses to prepare such Notice the County may prepare such Notice and cause it to be recorded at the developers expense and without the Signatures of such Owners. Such Notice shall be recorded to give notice to all persons now or hereafter interested in the proposed development. Upon completion of the foregoing Steps 1 through 8 and this Step 9, the developer shall proceed as set forth in Steps 3 through 21 of Paragraph 9.1.D.

3. Insert the following new Section 9.3.C.7.:

Amendment, Suspension, or Termination of Density Standards: Following the establishment of density standards for a proposed development in accordance with Paragraph 9.3.C., such density standards shall remain applicable to and shall bind all real property comprising a part of such proposed development as a portion of the zoning requirements for such property unless and until amended, suspended, or terminated in accordance with one or more of the following paragraphs a, b, and c.

a. **Amendment, suspension, or termination of density standards proposed by developer.** The density standards proposed for a particular development may be amended, suspended, or terminated by the developer again proceeding in accordance with Steps 1 through 9 of Paragraph 9.3.C. Any density data filed in an effort to seek such amendment, suspension, or termination shall contain title evidence satisfactory to the County disclosing all Owners of any portions of the development subject to the initial density standards, shall contain a written request for such amendment, suspension, or termination signed by all Owners of, and lien holders upon all portions of the development for which a final plat or plats have not therefore been recorded, or for which building permits have not been issued and all construction under such permits completed, and may rely upon those portions of the Density Data submitted in support of the initial density standards which are certified and warranted as still true and correct by all such Owners at the time of such amendment, suspension, or termination is requested. In conjunction with any amendment, suspension, or termination requested by the developer under this paragraph a., the Planning Commission and County Commission may consider and adopt

any other amendment, suspension, or termination of the density standards which they deem appropriate. The Planning Commission may recommend and the County Commission shall approve an order amending, suspending, or terminating the initial density standards if the developer proves by a preponderance of the evidence that the density standards for the development, as amended, suspended, or terminated, satisfy each of the requirements of Paragraph 9.3.C.5. and that the developer is in accordance with all of the conditions, restrictions, requirements, limitations, terms, and provisions of the density standards as so amended, suspended, or terminated.

b. **Amendment, suspension, or termination by County or others.** Because density standards are established in accordance with this Paragraph 9.3.C. constitute zoning characteristics for the property within a proposed development, such standards may be amended, suspended, or terminated in accordance with procedures set forth in Paragraph 5.6. of this Code for amending the zoning applicable to all properties situated in the County.

c. **In accordance with the density standards.** In the event of any breach of or default under any condition, restriction, limitation, term, or provision of the density standards applicable to a development, the County may pursue any rights or remedies set forth in the density standards with respect to such breach or default, may amend, suspend, or terminate the density standards under the foregoing paragraph b. or under any rights or remedies set forth in the density standards, and/or may pursue any other legal or equitable remedy to enforce compliance with such condition, restriction, limitation, term, or provision. The foregoing rights and remedies of the County shall be cumulative and may be pursued simultaneously or separately."

It is the intention of the County in entering this Order that the Density Determination have the maximum duration allowable under these Code amendments.

These Findings and this Order of Density Determination have been entered pursuant to the provisions of the Wasatch County Development Code this ___ day of _____, 1991.

BOARD OF COUNTY COMMISSIONERS
WASATCH COUNTY, STATE OF UTAH

By: _____
J. Moroni Besendorfer

By: _____
Pete Coleman

By: _____
LeRen Provost

Attest:

_____
County Clerk

T0000019414

Attest:

County Clerk

ACCEPTANCE AND APPROVAL OF PROPERTY OWNER

Trans-Wasatch Company, a Utah corporation, as the successor to Park City Consolidated Mines Company, and the applicant before the County, hereby acknowledges its acceptance and consent to the conditions imposed by the foregoing Findings and Order of Density Determination entered by the Wasatch County Commission.

Dated this 20th of December, 1991.

TRANS WASATCH COMPANY

By: _____
W. McKay Edwards
President

JOINDER BY LIEN HOLDER

Park City Consolidated Mines Company, a Utah corporation which holds the beneficial interest in a deed of trust covering the property that is subject to this application, hereby acknowledges the foregoing Order of Density Determination, and agrees that it will be bound by the terms and conditions of the Order, and will succeed to the burdens of the Developer under this Order in the event that it takes title or possession under the deed of trust.

Dated this 19th day of December, 1991.

Park City Consolidated Mines Company,

By: James Dugley
Its: President

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

The foregoing instrument was acknowledged before me this 23 day of December, 1991 by .. Moroni Besendorfer, Pete Coleman, and LeRen Provost, who are the members of the Wastch County Commission, and who executed the foregoing on behalf of Wasatch County.

Notary Public
Residing at: Midway, UT

Commission Expires:
5-16-94

Notary Public
DIANN D. BURGENER
250 North 45 West
Midway, Utah 84049
My Commission Expires
May 16, 1994
State of Utah

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 20 day of December 1991 by H. McKay Edwards, who is the President of Trans-Wasatch Company, who executed the foregoing on behalf of that corporation with proper authority.

Notary Public
Residing at: Summit County, Utah

Commission Expires:
7-7-92

NOTARY PUBLIC
REBECCA D. LE VANGER
Highland Estates Box 310
Park City, UT 84060
My Commission Expires
July 7 1992
STATE OF UTAH

NOTARY PUBLIC
REBECCA D. LE VANGER
Highland Estates Box 310
Park City, UT 84060
My Commission Expires
July 7, 1992
STATE OF UTAH

T0000019416

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 19th day of December, 1991 by James Quiggley, who is the President of Park City Consolidated Mines Company, who executed the foregoing on behalf of that corporation with proper authority.

Rebecca D. LeVanger
Notary Public
Residing at: Summit County Utah

Commission Expires:
7-7-92

NOTARY PUBLIC
REBECCA D. LE VANGER
Highland Estates Box 310
Park City, UT 84060
My Commission Expires
July 7, 1992
STATE OF UTAH

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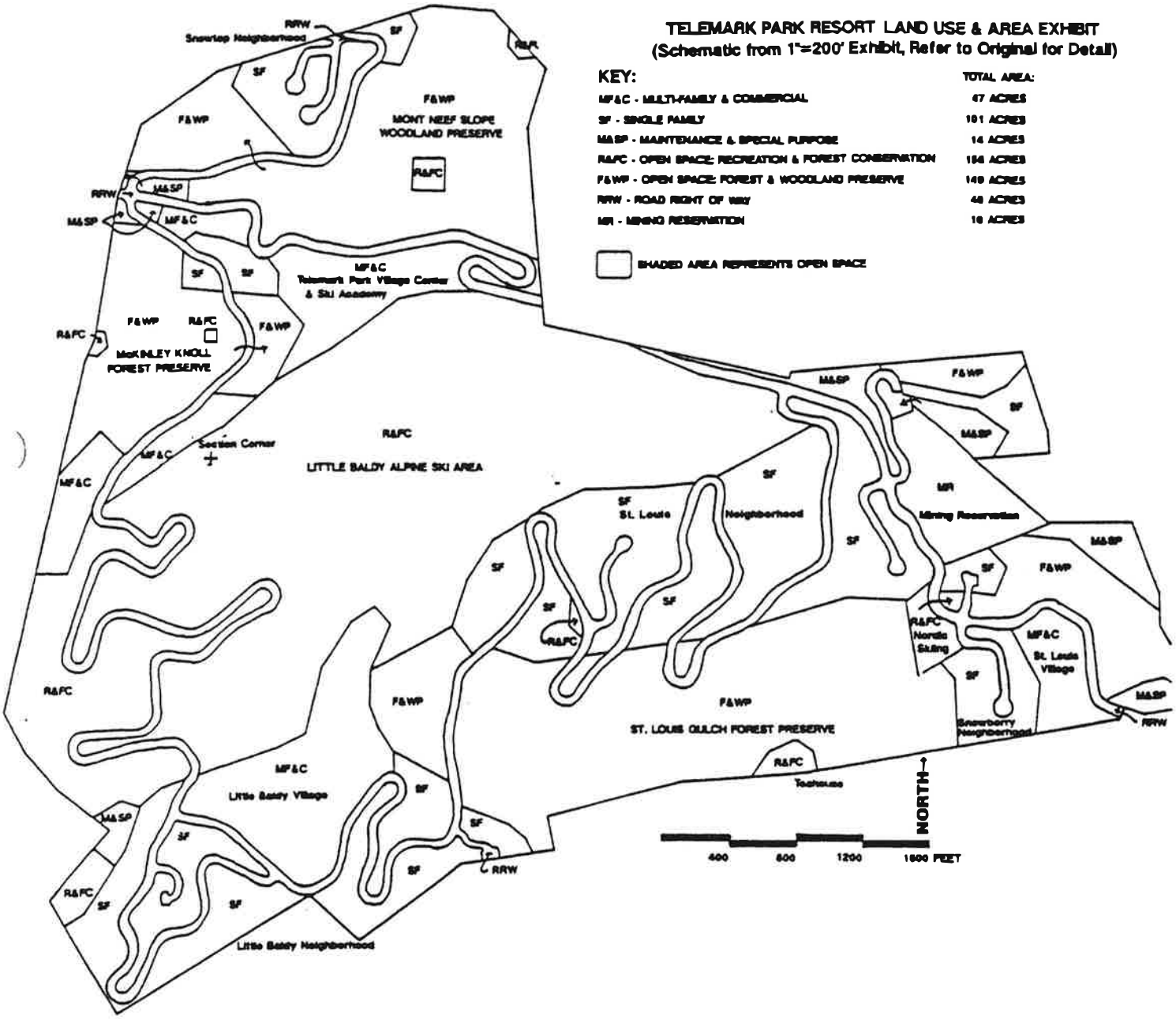
EXHIBIT B	LEGAL DESCRIPTION OF PROPERTY, TITLE REPORT
EXHIBIT C	DESIGN GUIDELINES

T000019425

EXHIBIT A

LAND USE AND AREA EXHIBIT



T000019426

EXHIBIT B

LEGAL DESCRIPTION & TITLE REPORT

T000019427

COMMITMENT FOR TITLE INSURANCE

Trans-Wasatch Company
614 Main Street #206
Park City, Utah 84060
Becky

Order No. F-W-2

Re:

SECURITY UNION TITLE INSURANCE COMPANY

a California corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

Issued By:

Founders Title Company

1890 Bonanza Drive
Park City, Utah 84068-0845
Phone (801) 649-1945
From Salt Lake (801) 531-9606

Authorized Signature

SECURITY UNION TITLE INSURANCE COMPANY

By: Richard L Bolla.
President

By: Richard M. Kerr
Secretary

T000019428

ALTA COMMITMENT—1966

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

NOTE: The language contained in the printed Exclusions from Coverage and Conditions and Stipulations of the policy committed for may be examined by reference to forms on file in the office of the Department of Insurance or by inquiry at the office which issued this Commitment.

T000019429

COMMITMENT FOR TITLE INSURANCE

FOUNDERS TITLE COMPANY

SCHEDULE A

File Number: F-W-2177

1. Effective Date: December 12, 1991 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ☐ ALTA Owner's Policy, (4-6-90) ☐ Standard Coverage ☐ Extended coverage Amount $
Premium $

Proposed Insured:

B. ☐ ALTA Loan Policy, (4-6-90) ☐ Standard Coverage ☐ Extended coverage Amount $
Premium $

Proposed Insured:

C. Amount $
Premium $

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

fee simple

4. Title to the fee simple estate or interest in said land is at the effective date hereof vested in:
TRANS-WASATCH COMPANY, a Utah Corporation

5. The land referred to in this Commitment is described as follows:

Situated in the County of Wasatch . State of Utah:

See Schedule C attached hereto, and by this reference made a part hereof.

T000019430

SCHEDULE B - SECTION I

File Number: F-W-2177

Page: 3

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

B. **General Exceptions:**

(1) Rights or claims of parties in possession not shown by the public records.*

(2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.*

(3) Easements, or claims of easements, not shown by the public records.*

(4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*

(5) (a) Unpatented mining claims: (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.*

(6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.*

*Paragraphs 1, 2, 3, 4, 5 and 6 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception in Schedule B-Section 2.

C. **Special Exceptions:**

(See Schedule B-Section 2 beginning on next page)

Continued.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 2

File Number: F-W-2177

Special Exceptions:

1. Taxes for the year 1991 have been paid in the amount of $374.11. Tax Sidwell No. STA-0140.

2. Said property is included within the boundaries of WASATCH COUNTY FIRE PROTECTION DISTRICT, and is subject to the charges and assessments thereof.

3. Rights of way for any roads, ditches, canals, or transmission lines now existing over, under, or across said property.

4. Any and all outstanding oil and gas, mining and mineral rights, etc., together with the right of the proprietor of a vein or lode to extract his ore therefrom should th same be found to penetrate or intersect the premises, and the right of ingress and egress for the use of said rights.

5. A perpetual easement and right of way for the erection and continued maintenace, repair, alteration, and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and 3 guy anchors, two 2-pole towers and seven single poles, with the necessary guys, stubs, cross-arms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the land described herein, executed by Park City Consolidated Mines Company, a Corporation doing business in the State of Utah, in favor of Utah Power and Light Company, a Corporation.

6. A Right of Way and Easement thirty feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "Facilities") through and across the property described herein,

   as shown by that certain Right of Way and Easement Grant recorded August 11, 1964 as Entry No. 86293 in Book 49 at pages 219-220 of Official Records, executed by Park City Consolidated Mines Company in favor of Mountain Fuel Supply Company.

7. A Memorandum of Mineral Lease recorded February 20, 1981 as Entry No. 122316 in Book 138 at pages 596-606 of Official Records, executed by Park City Consolidated Mines Co., a Utah Corporation, to Noranda Mining Inc., a Delaware Corporation.

   The effect of that certain Affidavit recorded November 30, 1989 as Entry No. 150593 in Book 214 at pages 90-96 of Official Records. (See attached copy for further recitals.)

8. The effect of that certain Quit Claim Deed recorded June 5, 1985 as Entry No. 135597 in Book 172 at page 276 of Official Records, and executed by Keetley Water Company i favor of Park City Consolidated Mines Company, a Utah Corporation.

Continued.

SCHEDULE "B"

File Number: F-W-2177 Commitment Number:

9. UNRECORDED UNIFORM REAL ESTATE CONTRACT
Seller: Park City Consolidated Mines Company
Purchaser: Trans-Wasatch Company
Dated: October 1, 1990
as shown by:

NOTICE OF CONTRACT
Recorded: November 29, 1990
Entry No.: 154209
Book/Page: 224/166

See Attached copy for further recitals.

NOTE: Judgments were checked as to Trans-Wasatch, and none were found of record.

Inquiries regarding this commitment should be directed to:

KEVIN DI STEFANO
TAMI CLEGG

SCHEDULE C

File Number: F-W-2177

The land referred to in this Commitment is described as follows:

As to that portion of the following mining claims located in Wasatch County:

The Roosevelt and Roosevelt No. 2 Lode Mining Claim U.S.M.S. No. 6645, situated in the Blue Ledge Mining District, Wasatch County, State of Utah.

The McKinley No. 1, Mc Kinley No. 2, Mc Kinley No. 3, and Mc Kinley No. 4 Lode Mining Claims, U.S.M.S. No. 6645, situated in Blue Ledge Mining District, Wasatch County, Stat of Utah.

The Mountain Neef, being Survey No. 6798, situated in the Blue Ledge Mining District, Wasatch County, State of Utah.

Dewet #1, Dewet #2, Dewet #3, Dewet #4, Kruger #1, Kruger #2, Kruger #3, Kruger #4, Old Missouri Lode Mining Claims, designed by the Surveyor-General as Lot No. 5161, situated in the Blue Ledge Mining District, Wasatch County, State of Utah.

Rucker #1, Rucker #2, Fred Williams #1, Fred Williams #2, Hanna Lode #1, Hanna Lode #2, Dieter, Schuyler and Sommer Lode Mining Claims designed by the Surveyor General as Lot No. 5166, situated in the Blue Ledge Mining District, Wasatch County, State of Utah.

Silver and Last Chance Lode, Galena, Gilt Edge, Park City Consolidated #3, Park City Consolidated #4, Park City Consolidated #22, Park City Consolidated #31, designated as U.S. Mineral Survey No. 6867, situated in Blue Ledge Mining District, Wasatch County, State of Utah.

Queen Esther #1, Queen Esther #2, Queen Esther #3, Queen Esther #6, and Queen Esther #1 designated as Survey No. 6979, situated in the Blue Ledge Mining District, Wasatch County, State of Utah.

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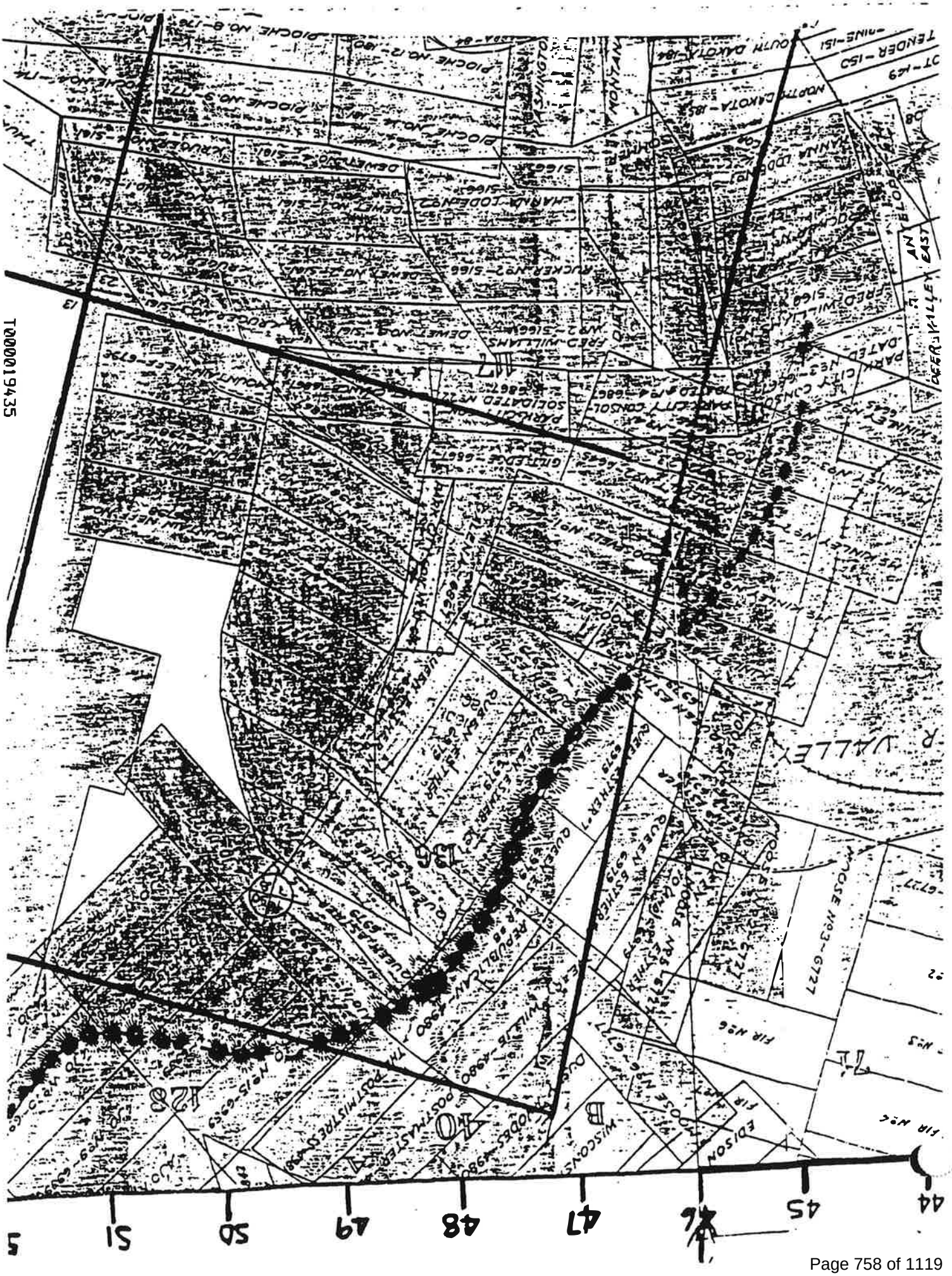
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PAGE ( ) INDEX ( ) ABSTRACT ( ) PLAT ( ) CHECK ( )

When Recorded Return to:
Park City Consolidated Mines Company
c/o Corporate Secretary
P. O. Box 497
Park City, Utah 84060

ENTRY NO. 154209 DATE 11-27-90 TIME 10:56 FEE $13.00
RECORDED FOR CONSOLIDATED MINES BOOK 224 PAGE 166-169
ABSTRACTED BY LISA SCHENCKS

NOTICE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, PARK CITY CONSOLIDATED MINES COMPANY, a Utah Corporation, HEREBY GIVES NOTICE:

That we have sold the property herinafter described pursuant to the terms of a Real Estate Sales Contract dated October 1, 1990 wherein TRANS-WASATCH COMPANY, a Utah Corporation appears as Buyer and to which reference is hereby made for the complete terms and conditions of sale. Said agreement is made with respect to certain real property located in Wasatch County, State of Utah, particularly described as follows to-wit:

Beginning at a point on the Summit-Wasatch County line, said point is located South 0°30'11" West 5482.77 feet along the section line and East 4743.36 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the County Line the following 16 courses: 1) North 41°02'08" East 549.09 feet; thence 2) North 51°35'50" West 408.17 feet; thence 3) North 40°47'43" West 296.74 feet; thence 4) North 26°08'13" West 279.53 feet; thence 5) North 12°53'14" East 499.61 feet; thence 6) North 12°51'25" East 724.39 feet; thence 7) North 11°18'39" East 801.35 feet; thence 8) North 28°29'27" East 214.25 feet; thence 9) North 8°43'41" East 906.05 feet; thence 10) North 17°33'57" East 446.92 feet; thence 11) North 55°24'54" East 454.52 feet; thence 12) North 61°48'14" East 133.55 feet; thence 13) North 73°02'55" East 812.81 feet; thence 14) North 73°11'51" 485.08 feet; thence 15) South 85°09'01" East 382.13 feet; thence 16) South 43°00'37" East 488.15 feet; thence along the east line of the Queen Esther No. 3 Mining Claim (MS 6979) South 18°31'58" West 333.29 feet; thence along the West line of the Mountain Neef No. 5 Mining Claim (MS 6798) South 5°39'38" East 573.77 feet; thence along the West line of the Mountain Neef No. 3 Mining Claim South 5°26'45" East 627.94 feet; thence along the south line of the Mountain Neef No. 3 Mining Claim South 77°30'43" East 1500.74 feet; thence along the east line of the Mountain Neef No. 3 Mining Claim North 5°26'43" West 28.39 feet; thence along the North line of the Mountain Neef Mining Claim North 84°33'15" East 1386.12 feet; thence along the right-of-way line of US 40 South 18°46'46" East

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T000019436

Excepting therefrom the following 5 parcels:

Exception #1 (McKinley East of County Line)

Beginning at a point on the North Line of the McKinley Mining Claim (MS 6645) and on the Summit-Wasatch County Line; said point being South 00°30'11" West 1203.97 feet along the section line and east 5121.79 feet more or less from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the North line of the McKinley Mining Claim South 85°42'00" East 400.24 feet; thence along the east line of the McKinley Mining Claim South 4°18'00" West 600.00 feet; thence along the South line of the McKinley Mining Claim North 85°42'00" West 458.40 feet; thence along the Summit-Wasatch County Line North 8°43'41" East 527.66 feet; thence along the Summit-Wasatch County Line North 17°33'57" East 75.94 feet to the point of beginning.

Exception #2 (Roosevelt No. 1 Mining Claim)

Beginning at the Northwest corner of the Roosevelt No. 1 Mining Claim (MS 6645), said point being South 00°30'11" West 1832.31 feet along the section line and East 5481.43 feet more or less from the east quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the North line of the Roosevelt No. 1 Mining Claim South 85°42'00" East 1500.00 feet; thence along the east line of the Roosevelt No. 1 Mining Claim South 4°18'00" West 600.00 feet; thence along the South Line of the Roosevelt No. 1 Mining Claim North 85°42'00" West 1500.00 feet; thence along the West line of the Roosevelt No. 1 Mining Claim North 4°18'00" East 600.00 feet to the point of beginning.

Exception #3 (Roosevelt No. 4 less MS 5166)

Beginning at the Northwest corner of the Roosevelt No. 4 Mining Claim (MS 6645); said point being South 00°30'11" East 3000.53 feet along the section line and East 5021.79 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the north line of the Roosevelt No. 4 Mining Claim South 85°42'00" East 1500.00 feet; thence along the east line of the Roosevelt No. 4 Mining Claim South 4°18'00" West 437.42 feet; thence along the North line of the Dieter and the Schuyler Mining Claims (MS 5166) South 74°25'00" West 478.02 feet; thence along the south line of the Roosevelt No. 4 Mining Claim North 85°42'00" West 1050.48 feet; thence along the West line of the Roosevelt No. 4 Mining Claim North 4°18'00" East 600.00 feet to the point of beginning.

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T0000019438

Exception #4 (BLM Fraction North)

Beginning at a point on the North line of the Roosevelt Mining Claim (MS 6645) and on the East Line of the Queen Esther No. 11 Mining Claim (MS 6979), said point being South 00°30'11" West 1269.25 feet along the section line and East 5990.53 feet more or less from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the north line of the Roosevelt Mining Claim South 85°42'00" East 414.97 feet; thence along the south line of the Queen Esther No. 6 Mining Claim North 67°49'00" West 402.56 feet; thence along the east line of the Queen Esther No. 11 Mining Claim South 18°45'00" West 127.66 feet to the point of beginning.

Exception # 5 (BLM Fraction South)

Beginning at a point on the East line of the Hanna Lode Mining Claim (MS 5166) and the South Line of the Schuyler Mining Claim (MS 5166), said point is located South 0°30'11" West 5156.19 feet along the section line and East 6294.91 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North line of the Schuyler Mining Claim North 74°15'00" East 99.87 feet more or less; thence along the North Line of the Sommer Mining Claim (MS 5166) South 52°50'00" West 97.07 feet more or less; thence along the east line of the Hanna Lode Mining Claim North 30°46'00" West 36.70 feet more or less to the point of beginning.

Dated October 1, 1990

Park City Consolidated Mines Company

BY: _____
James Quigley, President

State of Utah)
: ss
County of Salt Lake)

On the 19 day of November, 1990, personally appeared before me JAMES QUIGLEY, who by me being duly sworn, did say that he the said JAMES QUIGLEY, is the President of PARK CITY CONSOLIDATED MINES COMPANY, a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said JAMES QUIGLEY duly acknowledged to me that said corporation executed the same.

Michael A. Monahan SLC, UT
Notary Public, Residing at:

My Commission expires:

ENTRY NO. 154210 DATE 11-29-90 TIME 1303 FEE 9.00

0575 40032916

PAGE.

T000019439

34 BK 2645 PG 212
) UTAH CO RECORDER BY MB
2 9:23 AM FEE 3.00
JR EASTERN STATES TITLE CORP

of Utah, as Trustee, under

in
1984
County Recorder,
warranty, to the person or
ust Deed, which Trust Deed

ast for the
Salt Lake
South 369.37
feet; thence

4, Township
t 407.75
North 323.6

thwest corner of
Meridian; thence
st; thence South
ence South 46°28'
uth 231.44 feet;
West 331.51 feet;
t 39.47 feet to

)CHECK( )

Trustee, has executed this
day of

OMPANY

nature)

L. Childs
n did say that he is the
MPANY, the corporation
in behalf of said corpora-
DS

ake City, Utah

ENTRY NO. 150593 DATE 11-30-89 TIME 1:30 FEE 28.00
RECORDED FOR FIRST AMERICAN TITLE BOOK 214 PG 90-96
RECORDER JOE DEAN HUBER BY BRUCE BAILEY
AFFIDAVIT

STATE OF UTAH)
:SS
COUNTY OF SUMMIT)

PAGE (X) INDEX ( ) ABSTRACT ( ) PLAT ( ) CHECK ( )

Comes now H. MCKAY EDWARDS, who after being duly sworn, deposes and says:

That I am of legal age and in all respects competent to make this Affidavit;

That I was Corporate Secretary of Park City Consolidated Mines Company in 1982 and am now President of Park City Consolidated Mines Company;

That I am well and truly acquainted with Gordon Stott, President of Park City Consolidated Mines Company in 1982 and Richard J. Evans, President of Noranda Mining Inc. in 1982;

That I know of my own knowledge that that certain Memorandum of Mineral Lease recorded in Wasatch County on February 20, 1981 as Entry No. 122316 in Book 138 at Pages of 596-606 of the official records of Wasatch County and recorded in Summit County on February 20, 1981 as Entry No. 176584 in Book M180 at Pages 255 through 265 official records of Summit County, executed by Park City Consolidated Mines Co., a Utah Corporation to Noranda Mining Inc., a Delaware Corporation has been dissolved and a settlement agreement concerning Noranda Mining Inc.'s development commitment was reached in August of 1982, and therefore the Lease Agreement is no longer in effect;

That the letter marked as Exhibit "A" attached hereto and by reference made a part hereof is the true written acknowledgement of said settlement agreement;

That this Affidavit is given in support of the record legal encumbrances of the property described in Exhibit "B" attached hereto and by reference made a part hereof;

That the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and that said corporation executed the same.

Further Affiant sayeth not.

Park City Consolidated Mines Co.

By: H. McKay Edwards, President

On the 13th day of November, A.D., 1989, appeared before me H. McKay Edwards, and by me being duly sworn did say that he, the said H. McKay Edwards is the President of PARK CITY CONSOLIDATED MINES CO. and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said H. McKay Edwards duly acknowledged to me that said corporation executed the same.

My Commission expires:
1-7-92

Rebecca D. LeVanger
Notary Public, residing at:
Park City, Utah

NOTARY PUBLIC
REBECCA D LE VANGER
STATE OF UT

NOTARY PUBLIC
REBECCA D. LE VANGER
Northland Energy Box 310
Park City, UT 84060
My Commission Expires
July 7, 1992
STATE OF UTAH

90

T000019440

noranda

Noranda Mining Inc.
Suite 220
986 Atherton Drive
Salt Lake City, Utah 84107

EXHIBIT "A" ATTACHED TO AND FORMING A PART OF THAT CERTAIN AFFIDAVIT EXECUTED BY H. MCKAY EDWARDS DATED NOVEMBER 12, 1990

August 20, 1982

Park City Consolidated Mines Company
1725 Beneficial Life Tower
36 South State Street
Salt Lake City, Utah 84111

Re: Development Commitment Under December 15, 1980 Mineral Lease

Gentlemen:

This letter when counter-signed by you will serve as written acknowledgement of the settlement agreement reached between Noranda Mining, Inc., a Delaware corporation and Park City Consolidated Mines Company, a Utah corporation, concerning Noranda's development commitment pursuant to the December 15, 1980 Mineral Lease between the parties.

Pursuant to paragraph 5 of that lease, Noranda agreed to perform or cause to be performed exploration and development work on the claims in a minimum amount of $1,000,000 during the first three years of the lease. Paragraph 3(a) allowed Noranda, upon 90 days prior written notice, to surrender or terminate the lease and be relieved of all further obligations except for the obligations accruing prior to or by reason of the termination. Noranda has so terminated the lease.

Paragraph 3(a) further provides, however, that Noranda's $1,000,000 minimum development work obligation shall not be extinguished upon termination of the lease within the first three years, but that Noranda may at its option complete the unfinished portion of the commitment or pay to Park City Consolidated Mines Company a sum equal to the amount not spent. Noranda's records indicate that it expended $892,000 on development work prior to termination of the lease.

In full consideration and release of all claims and obligations arising or imposed by paragraphs 5 and 3(a) discussed above, the parties have agreed that Noranda will pay to Park City Consolidated Mines Company the amount of $50,000 upon Park City Consolidated Mines Company's acceptance and written

T000019441

EXHIBIT "A"

(Attached to and made a part of Memorandum of Mineral Lease dated effective as of December 15, 1980 from Park City Consolidated Mines Co. to Noranda Mining, Inc.)

MINING CLAIMS

1. The following patented lode mining claims located in T.2 S., R.4 E., S.L.B.& M., Summit and/or Wasatch Counties, Utah:

Name of Claim	Survey No.	Recording Data (Book/Page/County)	Section(s)
1. McKinley #1	6645	137/218 (Wasatch) M174/128 (Summit)	15
2. Roosevelt	6645	137/214 (Wasatch)	14,15
3. Roosevelt #2	6645	137/214 (Wasatch)	14,15,22,23
4. McKinley #2	6645	137/218 (Wasatch) M174/128 (Summit)	15,22
5. McKinley #3	6645	137/218 (Wasatch) M174/128 (Summit)	22
6. McKinley #4	6645	137/218 (Wasatch) M174/128 (Summit)	22
7. Park City Con#3	6867	10/170 (Wasatch) F/436 (Summit)	22
8. Park City Con#4	5887	10/170 (Wasatch)	22,23
9. Park City Con#22	6867	10/170 (Wasatch)	14,23
10. Gilt Edge	6867	10/170 (Wasatch)	14
11. Galena	6867	10/170 (Wasatch)	14
12. Park City Con#31	6867	10/170 (Wasatch)	14
13. Silver	6867	10/170 (Wasatch)	14
14. Last Chance	6867	10/170 (Wasatch)	14,15
15. Mountain Neef	6798	10/34 (Wasatch)	14
16. Fred Williams #1	5166	10/167 (Wasatch F/422 (Summit)	22,23
17. Fred Williams #2	5166	10/167 (Wasatch)	23
18. Schuyler	5166	10/167 (Wasatch)	22,23
19. Dieter	5166	10/167 (Wasatch)	23
20. Rucker #1	5166	10/167 (Wasatch) F/422 (Summit)	22,23
21. Hanna Lode #1	5166	10/167 (Wasatch)	22,23
22. Hanna Lode #2	5166	10/167 (Wasatch)	23
23. Sommer	5166	10/167 (Wasatch	23
24. Dewet #1	5161	8/463 (Wasatch)	23
25. Dewet #2	5161	8/459 (Wasatch)	23
26. Dewet #3	5161	8/459 (Wasatch)	23
27. Dewet #4	5161	8/463 (Wasatch)	23
28. Kruger #1	5161	8/463 (Wasatch	23,24
29. Kruger #2	5161	8/459 (Wasatch)	23,24
30. Kruger #3	5161	8/459 (Wasatch)	14,23
31. Kruger #4	5161	8/463 (Wasatch)	23,24

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on lines 1-2 of said lode to its intersection with the East boundary of Lot 27, Section 22, in Township 2 South of Range 4 East of the Salt Lake Meridian; thence South 0°52' East 103.8 feet on said east boundary of Lot 27 to its intersection with a line bisecting the angle between lines 1-4 Survey No. 4570 Deer Valley East lode and lines 1-2 extended of Survey No. 5166 Fred Williams No. 1 lode; thence South 24°57' East 1371.3 feet on said bisecting line to its intersection with lines 2-1 Survey No. 6741 Antelope lode thence North 59°18' East 189.4 feet on said lines 2-1 to its intersection with lines 1-2 Survey No. 5166 Hanna Lode No. 1 lode; thence North 30°42' West 1112.8 feet on said lines 1-2, and on lines 1-2 Survey No. 5166 Rucker No. 1 lode to corner No. 1 Survey No. 5166 Fred Williams No. 1 lode the place of beginning.

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EXHIBIT "D"

(Attached to and made a part of Memorandum of Mineral Lease dated effective as of December 15, 1980 from Park City Consolidated Mines Co. to Noranda Mining, Inc.)

FISHER TUNNEL RIGHT
AND
ASSOCIATED MINING CLAIMS

1. All right, title and interest of Lessor in and to the following described land located in Section 13, T. 2 S., R. 4 E., S.L.B.&M., Wasatch County, Utah:

> The Southeast quarter of said Section 13, lying Easterly of the right of way of the Union Pacific Railroad Company, as it pertains to the exclusive right to perpetually use, for the purpose of conducting mining operations only, a five acre tract of land situated in the SE¼ and more particularly described as follows: Beginning at the corner stake common to corners of Sections 13 and 24, in Township 3 South, Range 4 East, and to corners of Sections 18 and 19, in said Township and Range; thence North 65° West 1530 feet to center of 5 acre tract, and probable portal-site of tentative tunnel. Said five acre tract of land will embrace the north slope of the gulley, or ravine, that bisects the 'horseshoe bend' of the Union Pacific Railroad tracks and will adjoin the tracks on the east side of the railroad.

2. All right, title and interest of Lessor in and to the following described unpatented lode mining claims located in Section 13, T. 2 S., R. 4 E., S.L.B.&M., Wasatch County, Utah:

Name of Claim	Date of Location	Recorded (Book/Page)	UMC No.
1. Ontario	August 19, 1980	135/450 (Wasatch)	224667
2. St. Louis	August 19, 1980	135/451 (Wasatch)	224668
3. Mt. Neef 6	September 3, 1980	135/447 (Wasatch)	226521
4. Mt. Neef 7	September 3, 1980	135/448 (Wasatch)	226522
5. Mt. Neef 8	September 3, 1980	135/500 (Wasatch)	226523

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WASATCH CO RECORDER-ELIZABETH M PARCELL
1996 AUG 05 13:37 PM FEE $185.00 BY MMM
REQUEST: TRANSWASATCH COMPANY LLC

BEFORE THE BOARD OF COUNTY COMMISSIONERS

WASATCH COUNTY, UTAH

IN THE MATTER OF THE APPLICATION OF TRANS-WASATCH COMPANY FOR FIRST AMENDED DENSITY DETERMINATION FOR TELEMARK PARK RESORT	:	FIRST AMENDED FINDINGS AND ORDER ON DENSITY DETERMINATION

The Board of County Commissioners in and for WASATCH County, Utah, upon the recommendation of the County Planning Commission and the review and consideration of the matters submitted by the Applicant and those items raised at public hearing, hereby enters its Findings and Order on Density Determination for the Telemark Park Resort as follows:

I. PROJECT SUMMARY

The Trans-Wasatch Company filed its original application for density determination for the Telemark Park Resort on December 29, 1989 asking for density determination for the Telemark Park Resort under the regulations for the Recreation Forestry-1 Zone of the Wasatch County Development Code. The property considered for this approval consists of approximately 526 acres, on which a mixture of single family, multi-family, and commercial buildings are proposed, as set forth in this Order and Density Determination.

The property is adjacent to Summit County, Park City, the Deer Valley Ski Resort and between the town of Park City and the new alignment of Highway 40 above the Jordanelle Reservoir, as well as central to a large number of recreational amenities in Wasatch County, Summit County and Park City. The project area occupies a hilly to mountainous parcel of land rising from 6,600 feet at its eastern end to 8,000 feet at its high point on the west. This topography creates opportunities for recreation development including alpine and nordic skiing, recreational trails and forested open space. The terrain also creates challenges to the proper development of the parcel and has raised many concerns on the part of the County Planning Staff. It is the opinion of staff that such development will require a high level of attention

PAGE(●) INDEX( ) ABSTRACT( ) PLAT( ) CHECK( )

to environmental mitigation, vegetation preservation and revegetation, site specific design and aesthetic control, as provided in this Order and Permit.

The Trans-Wasatch Company filed a request for Amended Density Determination on April 9, 1996.

II. FINDINGS

Based upon a careful review of the record before it and subject to the truth of the representations and warranties made, and information provided by the Developer in the record, and also subject to conformance to the Application and strict adherence to and compliance with the Conditions, Definitions, and other matters and requirements set forth in this Order and Density Determination, the Board of County Commissioners for Wasatch County, Utah makes the following findings:

1. The Applicant, Trans-Wasatch Company, submitted its application pursuant to Section 9.3 of the Wasatch Development Code (adopted June 23, 1979) on December 29, 1989. The Application was accepted as complete and in full compliance with the Development Code, and processing began at that time.

2. Subsequent amendments and additional submittals were made throughout the process, with the result that the project as presented to the Planning Commission was somewhat different from that originally applied for. Based on the review process, the original application was revised on July 26, 1990, with further revisions in February of 1991 and August 1, 1991. These amendments have revised the requested density from 697 units and 50,000 square feet of commercial space to the present 516 units and 62,000 square feet of commercial space.

3. The County Planning Commission reviewed the application, the revisions, and the recommendations made by the County Planner and a team of County review consultants. The application went to public hearing before the Planning commission on September 16, 1991. On October 3, 1991, the Wasatch County Planning Commission voted to recommend approval of the Density Determination as provided in Section 9.3 of the Wasatch Development Code (adopted June 23, 1979).

4. Wasatch County established the Jordanelle Special Service District on August 23, 1993, which has the authority to provide sanitary sewer, water distribution, storm drainage, water quality protection, and transportation services with the Jordanelle Basin generally, and on the Telemark Park Resort property specifically. The District has constructed a sanitary sewer line to the project boundary and the Commission

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finds that the sanitary sewer pre-condition of the 1991 Density Determination Order has been satisfied.

5. The litigation between the property owner and Park City Municipal Corporation, entitled Park City Consolidated Mines Company et al. v. Park City Municipal Corp., Third District Court, Summit County, Civil No. 930390001 (the "Litigation") has been settled by the parties. Under the terms of the settlement, Trans-Wasatch has petitioned Wasatch County on June 3, 1996 and Park City on June 13, 1996 for the vacation of Keetley Road through the Property, abandoning all public rights of way that have existed. The vacation process is proceeding simultaneously with the review of the Amended Density Determination. The road will continue to exist as a limited access, private roadway serving the Telemark Park Resort.

6. The Trans-Wasatch Company filed a request for Amended Density Determination on April 9, 1996. The following are an outline only of substantive changes requested:

A. Reconfigured Transportation Elements:
1. Vacation of Subsequent Gating of Keetley Road

A. Reconfigured Transportation Elements:
2. Disconnection of Keetley Road

A. Reconfigured Transportation Elements:
3. Funicular Tramway at Roosevelt Gap

A. Reconfigured Transportation Elements:
4. Non-Vehicular Transportation Elements

A. Reconfigured Transportation Elements:
5. Density Transfer

B. Density Transfer and Employee Housing

C. Park City Annexation

Also the following is an outline of substantive changes requested in each of the above Exhibits:

Exhibit A Land Use and Area Map, Amended April 1996.

Exhibit B Table I Land Use and Area

Exhibit C Concept Master Plan, Revised April, 1996.

Exhibit D Recreation Amenity and Open Space Exhibit, Revised April, 1996.

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Exhibit E Revised Design Guidelines and Building Height Restrictions

Exhibit F Density and Unit Sizes

Exhibit G Road Standards

Exhibit H Recreation Amenity Inventory and Phasing

Exhibit I Parking Requirements

For summaries and detailed presentations of the applicants requested changes in Amended Density Determination, together with Wasatch County Review Engineer Planning/Engineering Review Report, and Wasatch County Planning Department Staff Recommendations see "Density Data Transcript" of joint Wasatch County Commission and Wasatch County Planning Commission public hearing held May 16, 1996.

7. The Amended Density Determination application was accepted by the Planning Department on April 9, 1996, however during the review process it was found that additional information was needed from the applicant such as maps, exhibits, documentation, additional studies and details to adequately complete the review process. These items were requested of the applicant and provided by the applicant during the review process.

8. Subsequent amendments and additional submittals were made throughout the review process, with the result that the project as presented to the Planning Commission is somewhat different from that originally applied for.

9. The County Planning Commission reviewed the application, the revisions, and the recommendations made by the County Planner and a team of County review consultants. The application went to public hearing before the Planning commission on May 16, 1991. On June 20,1996 the Wasatch County Planning Commission voted to recommend approval of the Revised Density Determination as provided in Section 9.3 of the Development Code.

10. The requested reconfigurations in project density and transportation elements within the Project result in a reduction in overall internal traffic within the project.

11. As a private road, Keetley Road is sufficient to meet the requirements of Wasatch County that the project have two points of access for emergency ingress and egress, subject to conditions contained herein.

12. The recommendations of the Planning Commission are in substantial compliance with the terms and conditions of the Development Code, and are adopted by the Board of Commissioners as set forth in this Order.

13. The Property subject to the Application is located within unincorporated Wasatch County, and is not within the limits of any incorporated City or Town, nor is the property within the annexation policy declaration boundary of any incorporated City or Town.

14. The Property subject to the Application is located within the boundaries of the Wasatch County School District, Wasatch County Fire Special Service District, Wasatch County Solid Waste Disposal Service District, Jordanelle Special Services District, and Central Utah Water Conservancy District. The Property has been subject to the property tax levies of each of those Districts, as well as Wasatch County itself.

15. The Application and Development are consistent with the general intent of the Development Code, the intent with respect to the RF-1 zone in which the development is situated, the intent with respect to large scale developments set forth in Paragraph 9.1.A.1 of the Wasatch Development Code (adopted June 23, 1979), and the intent with respect to Planned Recreation Developments set forth in Paragraph 9.3.A.1 of the Wasatch Development Code (adopted June 23, 1979); specifically finding that:

(a) With mitigation as provided in this Order, the proposed development can be built without increasing the turbidity of the water supply of the County and surrounding counties.

(b) With mitigation as provided in this Order, the proposed development can be built without degrading the quality of the water supply of the County and surrounding counties beyond the Development's proportionate share of allowable County-wide degradation under the State water quality standards.

(c) The proposed development can be built without unduly contributing to the violation of ambient air standards for the County, particularly with respect to fugitive dust and automobile emissions.

(d) The proposed development can be built without adversely affecting the functioning of aquifer recharge areas located in the Development.

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(e) The proposed development can be built without unduly adversely affecting the continued production of plants and wildlife within the Development and other mountain areas of the County.

(f) The proposed development can be built without placing structures on active fault lines, collapsible soils, slopes in excess of thirty percent (30%), unstable soils, landslide areas, or other geological hazards.

(g) The proposed development can be built without placing structures on wetlands, areas where ground water periodically rises to within seven (7) feet of the surface, areas within one hundred (100) feet of a live or intermittent waterway, areas within a fifteen hundred (1,500) foot up-drainage radius from a spring used for culinary water, areas within a one hundred fifty (150) foot radius from a well used for culinary water, areas within a 100-year, 24-hour, storm incident drainage path; and any other water-related area where development will have an unreasonable effect on the water course or aquifer.

(h) The proposed development will not endanger sites of cultural, historical, or archeological significance.

(i) The proposed development will not require expenditures by the County for the following extended services to the Development which are not generally provided on a County-wide basis: extended police protection; structural fire protection; water retail service; water conservation; park, recreation or parkway facilities and services; sanitary sewers; sewage and storm water treatment and disposal; flood control; street lighting; airports; planning and zoning; solid waste disposal; local streets and roads; and curb, gutter, and sidewalk construction and maintenance; or mosquito abatement.

16. Notice of the public hearing and proposed action by the County Commission was published in the Wasatch Wave as required by Ordinance on October 30, November 6, 13, and 20, 1991. The proposed Findings recommended by the Planning Commission were posted for public review in the office of the County Planner, and this matter was brought before the Board of County Commissioners as prescribed by ordinance.

17. Notice of the public hearing and proposed action by the Wasatch County Commission and Wasatch Planning Commission was published in the Wasatch Wave as required by Ordinance on April 17, 1996, May 8, 1996, and May 15, 1996. The proposed Findings recommended by the Planning Commission and County

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Commission were posted for public review in the office of the County Planner, and this matter was brought before the Planning Commission and Board of County Commissioners in a joint hearing May 16, 1996 as prescribed by ordinance.

III. ORDER OF DENSITY DETERMINATION

Based on the foregoing Findings, the Board of County Commissioners enters the following Order of Revised Density Determination. This Revised Density Determination is intended to define the sites on which development may occur, the land uses within each of those sites, and the building mass to be constructed. The Revised Density Determination is expressly conditioned upon the standards and conditions imposed by this Order in Section III "Pre-Conditions to Construction" and compliance with the other conditions and regulations contained in this Order of Density Determination.

The Board of County Commissioners enters the following Order of Density Determination:

1. Development Parcels.

The Telemark Park Resort property is divided into five (5) development sites as shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7. All development is to occur within those designated development sites. The development sites are identified on Table I, which shows the acreage and allowable uses for each development site, and also identifies those sites within the property that will remain as open space under one of two Open Space designations.

TABLE I
LAND USE AND AREA

LAND USE		ACREAGE
Open Space; Recreation & Forest Conservation: (Map Symbol: R&FC)		200 acres
Little Baldy Ski Area:	145 acres	
Telemark Village Ski Area:	63 acres	
Open Space; Forest & Woodland Preserve: (Map Symbol: F&WP)		112 acres
Snowtop/Mont Neef:	48 acres	
Roosevelt Gap:	24 acres	
St. Louis Gulch:	40 acres	
Single Family Neighborhoods: (Map Symbol: SF)		123 acres

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Snowtop:	10 acres	
Slalom Village:	6 acres	
Little Baldy/St. Louis:	107 acres	
Multi-Family & Commercial: (Map Symbol: MF&C)		46 acres
Telemark Village:	22 acres	
Roosevelt Gap:	12 acres	
Slalom Village:	12 acres	
Road Right of Ways: (Map Symbol: RRW)		42 acres
Maintenance & Special Purpose: (Map Symbol: M&SP)		3 acres
Total Project Area:		526 acres

2. Density and Units Sizes.

The density of development on the designated development sites for Telemark Park is limited to a total of 516 residential units and 72,000 gross square feet of commercial space. The location of this density is shown on Table II, which lists the number and average sizes of units or commercial space to be constructed on each of the development sites.

Table II
Units on Development Sites

	Single Family Dwellings	Townhouse/ Cottage	Lodge Condo-miniums	Apartment Condo-minimums	Employ-ee Hous-ing	Commercial Square Footage
Telemark* Village		41	43	82	16	62,000** ***
Snowtop	15					
Slalom Village	5	83				***
Roosevelt Gap			105			***
Little Baldy/ St. Louis	126					10,000***
Totals	146	124	148	82	16	72,000
Average Area in Square Feet	na	2,400	2,000	1,000	1,000	na

* Telemark Village density may be increased by one unit for each two units not constructed at Roosevelt Gap and by up to 10 units for up to 10 units not constructed at Slalom Village.

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** Telemark Village Commercial includes 20,000 square foot Ski Academy.

*** All multi-family areas may include an additional up to 5% of gross floor area as support commercial. Support Commercial may include restaurants, lobby shops and similar commercial areas which primarily draw their customers from the guests and others staying within a hospitality facility or nearby in the project, but not designed or intended to draw customers from a broader area. In the case of Telemark Village, therefore, such commercial space would be in addition to the non-support commercial allowance of 42,000 square feet which may be designed to draw customers from off-project.

Notes to Table II:

(a) Within a Lodge, up to 5% of the total floor area may be dedicated to meeting rooms and support commercial areas in addition to the maximum square footage approved in the Land Use Table.

(b) The Maximum Square Footage approved in the Land Use Table refers to footage within habitable spaces and commercial spaces, and does not include circulation spaces, lobbies, hallways, stairways, covered parking spaces, elevator spaces and mechanical spaces, and other enclosed space reasonably necessary for the intended function of the structure.

(c) Computation of floor areas and square footage shall be as provided in the Uniform Building Code.

(d) Where the land use and unit configuration fits one of the above designations, but the square footage of one of more of the units exceeds the average footage given in the Land Use table, the maximum number of Units and maximum total square footage shall control, and adjustments must be made in number of units or size of other units so as not to exceed either maximum.

(e) The Developer shall have the right to elect to apply the allowed number of units and square footage within each Village or Neighborhood at the time of Final plan application under conditions established below in Nature of Units.

(f) The Telemark Park Resort, Concept Master Plan, revised June 7, 1996 contains the following flag lots:

Lot #	Driveway length
45	200 feet
80	300 feet

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87	500 feet
88	400 feet
99	400 feet
110	350 feet
111	350 feet
127	1,200 feet

which are approved under the following conditions:

- 1. Flag lot driveways and appurtenances are private and are to be maintained (including snow removal) by the home owners association.
- 2. Paved drives will have to be a minimum of 20 feet wide for fire protection purposes to service a single lot, and can be grouped side by side, or combined into a multiple driveway 24' wide to serve two homes.
- 3. In multiple lot configurations the 24' of pavement shall be centered along two side by side 15' wide fee title access strips, and that reciprocal easements be granted each lot owner to the other for access and utility purposes.
- 4. Water mains and fire hydrants should be extended such that a fire hydrant is constructed at the terminus of the driveway as it opens into the building site.
- 5. A hammerhead turn around is constructed in the area of the fire hydrant to facilitate turn around of emergency vehicles.
- 6. A street light be constructed over the fire hydrant,
- 7. Building permits for these lots will be issued only if the permittee comply with all fire code regulations in effect at the time that permit is issued.

3. Reconfigured Transportation Elements: Funicular Tramway at Roosevelt Gap.

The Roosevelt Gap Lodge is connected to the Snow Park Hotel (in lower Deer Valley) via a funicular tramway with primary lodge guest parking provided at Snow Park in addition to 50 parking spaces on the site at the Roosevelt Gap Lodge. The Lodge size is increased from the 1991 Determination of 64 units to 105 units. These items are shown on Telemark Park Resort, Concept Master Plan, revised June 7, 1996.

4. Reconfigured Transportation Elements: Non-Vehicular Transportation Elements.

The Park City Settlement Agreement creates a contractual obligation on the part of the developer to construct the trails and ski access as non-vehicular transportation elements of the 1991 Determination plans. The obligation to "hard surface" certain trails is part of the agreement. Trails and

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ski access are shown on Telemark Park Resort, Recreation Amenity Exhibit, revised June 7.

5. Reconfigured Transportation Elements: Density Transfer.

The previous 140 unit Little Baldy multi-family density near the center of the project has been moved to outside the East Gate and to Roosevelt Gap, where the funicular reduces traffic; substantial traffic loading is eliminated from interior project roads and from projected generation.

6. Density Transfer and Employee Housing.

The Amendment does not alter the approved Density from 1991 either by unit type or in total. Significant density is proposed to be transferred from the Little Baldy area to Telemark Village on the east end of the project, and to Roosevelt Gap and, to a lesser extent, to Slalom Village. All the conventional Commercial Space has been transferred to Telemark Village.

Developer shall be required to provide one employee housing unit for each 32 dwelling units and single family lots constructed or platted within the project, up to a maximum of 16 employee housing units. Employee housing units are defined as units held permanently for rental on a monthly/long term basis, or such other restriction as may be imposed so as to meet the employee housing commitment developer has made with Park City Municipal Corporation under the litigation settlement agreement. Such units shall be approximately 1,000 square feet and shall be located within the Telemark Park Village development envelope within the project, or elsewhere within a multi-family/commercial development envelope, and shall meet all other requirements for residential construction in Telemark Park Resort.

Employee housing is acceptable to Wasatch County, except in no case can the units be screened or administered by Park City Housing Authority without written agreement by Wasatch County. In no case may the residents be screened to exclude people who do not now live in Park City, or require that they are now employed in Park City.

7. Water System Fire Flow

Building permits for lots will be issued only if the permittee complies with all fire code regulations in effect at the time that permit is issued.

8. Snow Storage

It is recommended that adequate snow storage be provided along project roadways and adjacent to buildings. A site specific snow storage plan is to be submitted with all preliminary plans subject to approval of Wasatch County and Wasatch County Review Engineer. The following are suggested snow storage requirements which should be utilized within the project:

- With respect to roadways, the 4' shoulder and 4' drainage ditch can be used as snow storage area. In addition to that, snow storage easement outside the right of way line should be provided.
- With respect to buildings, a minimum of 5' adjacent to buildings outside the eave line on land no steeper than 2% slope to be used as snow storage.
- With respect to Parking Lots, an area equal to 15% of the pavement surface area should be reserved for snow storage - this can be provided on the pavement or in adjacent planter areas if the planting can survive the snow loading.

9. Street Lights

Street lights shall be constructed over fire hydrants and at street intersections within the project for public safety reasons. The applicant should submit a street lighting plan for public safety considerations and residents convenience within the project with preliminary plans.

10. Ski Bridges

The Master Home Owners Association shall maintain all ski bridges including ski bridges leading to individual lots.

11. Park City Annexation

The western portion of the project adjoins Park City, and certain services may be more economically provided by Park City. Annexation may be the most appropriate and economical way to provide government services. The Commission is willing to consider the annexation of the western portions of the project. Specifically, the Commission will consider annexation of Roosevelt Gap after approval of this Amended Order of Density Determination, and of Slalom Village and Snowtop after Developer has completed Preliminary or Final Approval (as defined in the Wasatch County Development Code) of those sites under Wasatch County jurisdiction. The Commission would not favorably consider an annexation which does not meet the requirements of. or does not recognize the entitlement of this Density Determination, or which does not maintain Wasatch County control of water quality.

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In addition to the municipal annexation, the Commission will review annexations and disconnections from various special service districts involved in providing services which are not provided directly by the County or Park City, such as fire, water, sewer, and similar services in order to provide a high quality of service within the project. Service district annexations and disconnections will be based on logical and efficient extensions, both for the service providers and the project. Depending on how services are provided, the jurisdictional adjustments for each of the annexation areas may be different, and will be considered on a case by case basis. The balance of the project is logically and economically served as a Wasatch County project, and annexation east of Slalom Village would not be favorably considered by Wasatch County under present circumstances.

The Settlement Agreement with Park City requires that the Developer offer certain areas adjacent to Park City for annexation to Park City. The Developer agreed to this on the condition that Wasatch County approved the Density, and certain other planning elements would remain intact. The rationale for Park City's request was that certain areas of the project , as approved, were much too dense or "urban" in character to be located so close to a City and not be serviced by the City. The Developer believes that the annexation area agreed to will provide a workable future boundary between Park City and unincorporated Wasatch County. A substantial open space within the project divides the annexed development parcels from the nearest non-annexed development. There is a rational land use reason for placing the line where proposed.

The Park City annexation is not approved as part of this Amended Density Determination because:

A. At this time there has been no petition filed with Park City for annexation, and it is not known to be within the Park City Annexation Policy Declaration.

B. Preliminary and final approval of subdivision plats and/or records of survey, as appropriate for either single family lot subdivisions or multi-family developments, shall be obtained from Wasatch County prior to petitioning annexation of the Snowtop neighborhood and Slalom Village developments to Park City. Recordation of the plats, of filing of the Record of Surveys shall be completed pursuant to Wasatch County approval prior to annexation to Park City. Final Design Approval and Annexation of the Roosevelt Gap development may be sought and petitioned from Park City following approval of First Amended Density Determination.

C. Park City and Wasatch County shall achieve an agreed upon working relationship on water, fire, garbage, police, and road maintenance.

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12. Fiscal Impact

Fiscal impact information provided by the applicant was found to be insufficient to address the impact of the proposed development on the County's general fund. Also it is understood that definitive financial assessments are difficult to make at this time due to the quickly changing nature of the Jordanelle Basin. Amended Density Determination is, however, approved based on conditions contained in IV. PRE-CONDITIONS TO CONSTRUCTION 3. Government Services Plan below.

13. RF-1 Zone Compliance.

Development may occur in accordance with the uses and densities shown on the Tables, and if the project is built in accordance with the densities shown on the tables, and in conformity with the other terms and conditions of this Order of Density Determination, the intent and specific requirements of the Development Code as it pertains to the RF-1 zone will have been satisfied.

14. Phasing Plan.

The following Phasing Plan is adopted for the Telemark Park Resort:

(a) For purposes of this provision, the term "Platting" is deemed to include the formal recordation of a subdivision plat or condominium record of survey map, and also, in the case of those Dwelling Units for which a formal plat is not required (such as rental apartments, employee housing, and lodge Dwelling Units that are not held in condominium ownership), the issuance of a building permit. Those Dwelling Units which do not technically require recordation of a plat are deemed to be "Platted," for purposes of the Phasing Plan, when the building permit for the construction of those dwellings is issued. Single family dwellings are considered Platted, for purposes of this section, upon the recording of the subdivision plat, without regard to when construction of the dwelling actually occurs.

(b) Prior to the Platting of any units beyond 50% of the total units approved, Developer shall have constructed all of the Phase I Recreation Amenities, and have constructed or bonded for the construction of all the Phase II recreation Amenities.

(c) Recreation Amenities are also subject to the phasing plan, except for Pre-Development Recreation. Prior to, or with the first Plat, Developer shall construct or bond for all of the Phase 1 Amenities as described in Section VIII. Prior to the Platting of any units beyond 50% of the total units

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approved, Developer shall construct or bond for the construction of all of the Phase 2 Amenities as described in Section VIII. The developer may construct the recreation amenities sooner than required under this provision.

15. Relation of Roads and Infrastructure to Adjoining Properties.

(a) In conjunction with the settlement of the Litigation, the property owner has obtained agreements from abutting property owners United Park City Mines Company, Land Der Berg, LLC, and Milton L. Weilenmann concerning the maximum densities on their adjoining properties which might logically be served from the roads in Telemark Park. These properties are labeled on the Telemark Park Resort, Concept Master Plan, revised June 7, 1996. These adjoining properties are all of the privately owned land that can be logically served or accessed through the Telemark Park property due to terrain conditions. Utilities and roads will be designed and constructed in a manner that anticipates serving these properties, subject to such line extension agreements as the parties may work out among themselves and approved by Wasatch County. Except for these abutting owners, no other property will be served through, or have access through or by the Telemark Park road system or utilities. Road and utility stubs are not required to be provided to any other property.

(b) In requiring these road and utility stubs to the three adjoining properties, Wasatch County is endeavoring to efficiently plan for future utility services and minimize future costs or duplication of services should development later occur on those properties, and to preserve historic rights of access. Nothing in this Order of Density Determination is intended to, or shall be interpreted as granting or recognizing any specific development rights to those properties, which are owned by third parties.

16. Telemark Park Master Owners Association and Telemark Park Special Service District.

The 1991 Density Determination contemplated the formation of a special service district that included only the Telemark Park Resort property. Most of the intended functions of that district have been assumed by the Jordanelle Special Service District, which covers a larger area. It is now anticipated that the functions and services not provided by the Jordanelle Special Service District, and not provided by Wasatch County generally, will be provided by, and paid for, by the Telemark Park Master Owners Association as described in the 1991 Density Determination, however, certain or all of these functions and services may be provided by a Telemark Park Special Services District.

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17. Transfer of Interest.

As a result of a merger dated December 29, 1995, Trans-Wasatch Company, Inc., a Utah corporation, was merged into Trans-Wasatch Company, LLC, a Utah limited lability company. [As a result of a purchase of the property which is subject to these First Amended Findings and Order from Trans-Wasatch Company L.C.C. on June 20, 1996, Deer Crest Associates, L.C., a Utah Limited Liability Company became the owner of the property and the successor entity.] The successor entity succeeds to all the rights, entitlements, and obligations of its predecessor pursuant to Section IX.2.A. of the original Density Determination.

18. Pre-Conditions.

No development other than those recreation facilities described below as "pre-development recreation" may occur until each of the Pre-Conditions to Construction listed in Section IV of this Order have been satisfied or expressly waived by the County.

19. First Amended Findings and Order on Density Determination.

This "Findings and Order on Amended Density Determination in the Matter of the Application of Trans-Wasatch Company for Amended Density Determination for Telemark Park Resort" supersedes "Findings and Order on Density Determination in the Matter of the Application of Trans-Wasatch Company for Density Determination for Telemark Park Resort" recorded as Instrument No. 158784 December 31, 1991 in Book 237, Pages 241 to 332, Official Records of Wasatch County.

IV. PRE-CONDITIONS TO CONSTRUCTION

This density determination is predicated upon satisfaction by the Developer of the following pre-conditions, and no construction other than "Pre-Development Recreation Amenities" described in Section VIII.2.C.(a). may be built unless and until the Developer has demonstrated to the reasonable satisfaction of the County that all of the following conditions have been satisfied:

1. Sewage Treatment.

Sewage collection, distribution, and transmission is being provided by Jordanelle Special Services District. Sewage treatment is being provided by Heber Valley Special Services District. This pre-condition is, therefore deemed to have been satisfied.

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2. Secondary Access Road - Keetley Road Vacation.

The proposed plan would "privatize the entirety of Keetley Road within the project. Controlled access gates will be placed at east and west ends of the project. In order to satisfy Park City's desire to permanently disconnect the historic right of way so as to preclude the road reverting to use as a public thoroughfare at some future date, Keetley Road will be physically "disconnected" by placing a structure [a multi-family hospitality facility in Slalom Village] across the right of way (after vacation). The structures internal parking may "ramp" between disconnected segments of the road, but through traffic will be precluded.

The formal Petition for the Vacation of Keetley Road in Sections 14, 15, 23, and 24 of Township 2 South, Range 4 East, Salt Lake Base Meridian, Wasatch County, Utah was filed with the Wasatch County Commissioners June 3, 1996, and to Park City on June 13, 1996. The petition requested vacation of Keetley Road, also known as Heber Avenue extending northwesterly approximately 1.5 miles from the terminus of Wasatch County Class B Roadway known as the "L" Line. The matter was set for public hearing June 24 at 4:00 pm at the Wasatch County Courthouse and was published in the Wasatch Wave June 5, 12, and 19, 1996.

In order to satisfy Wasatch County requirements for public safety, there must be two points of ingress and egress to the development. Original Density Determination Approval required that Developer must demonstrate the right to improve a secondary access via Heber Avenue from Park City or the Snowtop Road from the north to the Highway 40 frontage road. If neither of these roads is available to the project the developer must show both that practical alternative routing is possible and that the developer has a legal right to construct these roads prior to preliminary approval or any plat or building permit for any habitable structure. Amended Density Determination proposes the use of vacated Keetley Road (a private street) into the Deer Valley area of Park City as a secondary access to the project.

Wasatch County recommends approval of the vacation of Keetley Road and the acceptance of the Private Street version of Keetley Road to satisfy "secondary access", upon the following conditions:

A. Ski Academy is located in Telemark Village.
B. Replacement of motor vehicle access with a system of public trails within the project: in lieu of motor vehicle access, public access will be provided by a system of public trails as shown on Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996.

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C. The following utilities: Pacific Power, Mountain Fuel, U. S. West, and others who may have not have written easements along Keetley Road by virtue of being located in the old roadway must be provided written easements prior to the vacation of Keetley Avenue.
D. An easement over Keetley Road is to be retained by Wasatch County for emergency traffic.
E. That a bypass roadway be constructed at the Slalom Village location according to the following Section:
- 24' of pavement with 4' shoulders on each side for a total graded width of 32'.

sufficient to serve as a secondary emergency access through the project,
F. That this bypass roadway shall be deed restricted in perpetuity to serve as a "secondary emergency access" for the project,
G. That this bypass roadway shall perpetually be maintained the projects Master Property Owners Association, and
H. That the entire roadway through the project consisting of Keetley Road to the Slalom Village, the bypass roadway around Slalom Village, Keetley Road from Slalom Village to the Summit County/Wasatch County line, and Keetley Road in the Park City from the Summit County/Wasatch County line to Queen Esther Drive in Deer Valley be deed restricted in perpetuity to serve as "secondary emergency access" for the project.
I. That the maintenance of this entire roadway described in Item D. above be guaranteed by the Telemark Park Master Association.

3. Government Services Plan.

The Telemark Park Resort is not located near any existing Wasatch County service facilities or within an area where regular services have been required on a routine basis. The development will require a full complement of governmental services, including but not limited to extended law enforcement, fire protection, education, road maintenance, storm drainage and flood control, sanitary sewage collection and treatment, retail water service, and road maintenance. The county must know how these services are to be provided, and further provide that the provision of these services can be done in such a way that the taxpayers in incorporated areas are not subsidizing services in unincorporated areas. Some of these services can reasonably be provided by logical extensions or expansions of existing Wasatch County based services. Others may have to be established through new districts within the Project or in conjunction with other developments in its immediate area. Still other services may be most economically provided by contracts with, or

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annexations to, other existing districts, municipalities, or state or federal agencies.

Prior to construction, or with the application for preliminary approval, the Developer must present to the Board of County Commissioners a Governmental Services Plan showing that essential governmental services are available to the Project, the providers of those services, and whether the service arrangements are interim or long term.

Part of the Governmental Services Plan includes appropriate mitigation of impacts on the service providing agency. The County Commission will review the Government Services Plan, and, if it finds that necessary services are available and committed, and that the public health, safety and welfare have been adequately provided for by the several agencies identified within the plan, and that the public interest is served, shall approve the Plan as being adequate to satisfy this Pre-Condition.

4. Execution by Affected Parties.

All persons or lenders who have an interest in this property must agree to the terms of this Density Determination before it is effective.

V. INFRASTRUCTURE REQUIREMENTS

This Order of Density Determination is based upon the Developer providing the necessary infrastructure to support the proposed development. This infrastructure includes public and private roads, utilities, storm drainage controls, wastewater, and all similar services. Infrastructure is to be built with each Development Parcel in a manner that the parcel could stand alone and function independently if no subsequent development occurred. Requests for preliminary and final approval will be granted only if the following standards for infrastructure have been satisfied:

1. ROADS. There are different classes and types of roads approved in the Project, which are described as follows:

A. Public Roads:

Heber Avenue: Heber Avenue as it connects from Highway 40 frontage road through the project to the guard gate in Telemark Village is approximately 1,400 feet in length. The applicant estimates traffic volumes on this portion of project roads at 3,226 A.D.T. at project build out.

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B. Private Roads

-Keetley Road from east gate to intersection of St. Louis Drive.
-Little Baldy Drive
-Keetley Road west of St. Louis Drive intersection.
-Snowtop Road
-Snowberry Court
-Lower Acorn Circle
-Upper Acorn Circle
-Pocatello Court
-Boiler Point Circle
-Pioche Place
-Little Baldy Court
-Slalom Court
-Snowtop Circle

C. Road Classifications

The following road classifications are specified within the project.

Road classifications based on Peak ADT

Collector	> 1,200 ADT
Sub Collector	600 - 1,200 ADT
Local	< 600 ADT

Designation of roads:

Collector:
- -Keetley Road (Heber Avenue) east of East Guard Gate

Sub-collector:
- -Keetley Road from east gate to intersection of St. Louis Drive.
- -Little Baldy Drive

Local:
- -Keetley Road west of St. Louis Drive intersection.
- -Snowtop Road
- -Snowberry Court
- -Lower Acorn Circle
- -Upper Acorn Circle
- -Pocatello Court
- -Boiler Point Circle
- -Pioche Place
- -Little Baldy Court
- -Slalom Court
- -Snowtop Circle

D. Design Standards for Heber Avenue and other County Roads:

4' wide drainage ditch, or additional shoulder

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4' gravel shoulder,
30' of asphaltic or concrete driving surface,
4' gravel shoulder, and
4' wide drainage ditch, or additional shoulder
Total graded width of 46'

Right of Way width shall be a 60'. Right of way width must be widened within the right of way or within easements where necessary to include cut and fill slopes. Right of way width must wider in areas which contain passing lanes and left turn pockets.

Ten foot snow storage areas are to be provided on shoulders, as measured from the edge of pavement.

A special design study of Heber Avenue at the Telemark Village must be prepared at Preliminary Plan stage for the Village to demonstrate the safety of road and intersection design. Such study shall address, but shall not be limited to, an analysis of vertical and horizontal sight distances and operation during winter months, considering the potential for snow and ice buildup.

The design speed of the road is to be 30 miles per hour.

E. Design Standards for Service District Roads:

The roads in the Project will be owned and maintained by the Special Service District and/or the Master Association or private entities such as condominium associations. The classifications and design standards for these roads are as follows:

Collector:
4' wide drainage ditch, or additional shoulder
4' gravel shoulder,
30' of asphaltic or concrete driving surface,
4' gravel shoulder, and
4' wide drainage ditch, or additional shoulder
Total graded width of 46'

Sub-collector:
4' wide drainage ditch,
4' gravel shoulder, or additional shoulder
26' of asphaltic or concrete driving surface,
4' gravel shoulder, and
4' wide drainage ditch, or additional shoulder
Total graded width of 42'

Local:
4' wide drainage ditch,
4' gravel shoulder, or additional shoulder

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26' of asphaltic or concrete driving surface,
' gravel shoulder, and
4' wide drainage ditch, or additional shoulder
Total graded width of 42'

Eight foot snow storage areas are to be provided on shoulders as measured from the edge of the pavement.

The above delineated 8 foot shoulders are being provided for the following purposes:

- the shoulders give additional travel surface if a vehicle's wheel gets off of the pavement,
- having a shoulder rather than the drainage ditch adjacent to the pavement prevents a vehicle's wheel from dropping into a drainage swale,
- a drainage swale directly adjacent to pavement can undermine the edge of the pavement due to erosion of the swale.
- the presence of the shoulder, rather than a drainage swale adjacent to the roadway should increase the integrity of the pavement, and reduce pavement maintenance costs,
- the combined shoulder and drainage ditch provide an emergency parking area,
- the combined shoulder and drainage ditch provide a snow storage area,
- the combined shoulder and drainage ditch provides a construction area for natural gas, power, telephone, and cable TV utilities, street lights, and fire hydrants. Gas, power, telephone, and cable TV are not normally installed under the pavement surface,
- the 8' total width shoulder, and/or shoulder/drainage swale combination provides room for guard rails where required.

A typical section for sub-collector roads and local roads is included herein.

F. Designation of Ownership: The roads within the project are classified as follows for ownership, maintenance, and control purposes:

County Roads:

Heber Avenue at the easterly end of the project only.

District Private Roads:

Sub-collector:
-Keetley Road from east gate to intersection of St. Louis Drive.
-Little Baldy Drive

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Local:
-Keetley Road west of St. Louis Drive intersection.
-Snowtop Road
-Snowberry Court
-Lower Acorn Circle
-Upper Acorn Circle
-Pocatello Court
-Boiler Point Circle
-Pioche Place
-Little Baldy Court
-Slalom Court
-Snowtop Circle

G. Design Standards for Project Roads: The following design standards will apply to all County and District roads within the Resort:

The minimum centerline radii will be at least 75 feet,

Left turning lane on Keetley Road required at the intersection of Keetley Road and Telemark Village Center.

At intersections grade shall not exceed 4% for all approaches for a distance of at least 100 feet as measured from the centerline of the appropriate roadway or for a minimum of 50 feet from the stop bar, whichever is greater.

Street Grades: Maximum centerline road grade shall not exceed 10%, except for Keetley Road:
- west of Slalom Village to St Louis Drive, and
- east of Slalom Village to St Louis Drive,

where centerline grade shall not exceed 12%.

The minimum tangent distances out of intersections will be 100 feet on County Roads, and 50 feet on District roads (this standard may be modified at the time of submitting preliminary plans - based on site specific recommendations of traffic/civil engineer, subject to approval of county review engineer).

The minimum tangent distances between reverse curves will be 100 feet on County Roads, 50 feet on District roads (this standard may be modified at the time of submitting preliminary plans - based on site specific recommendations of traffic/civil engineer, subject to approval of county review engineer).

The minimum tangent distances between broken back curves will be 200 feet on County Roads, 100 feet on District roads (this standard may be modified at the time of submitting preliminary plans - based on site specific

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recommendations of traffic/civil engineer, subject to approval of county review engineer).

H. Right of Way Widths

Public Roads

Right of way widths for public roads shall be 60' subject to the provision of additional easements for the following purposes outside the 60'right of way:

- slope easements for construction and maintenance of cut and fill slopes,
- utility easements (if necessary) for the construction and maintenance of additional project utilities, and
- snow storage easements for the storage of snow and other road related materials from project roadways.

Private Roads

Right of way widths for private roads shall be 50' subject to the provision of additional easements for the following purposes outside the 50'right of way:

- slope easements for construction and maintenance of cut and fill slopes,
- utility easements (if necessary) for the construction and maintenance of additional project utilities, and
- snow storage easements for the storage of snow and other road related materials from project roadways.

2. WATER SUPPLY, WATER RIGHTS, AND FIRE FLOWS

A. Water Rights

Wasatch County does not provide retail water service, and the burden of providing water rights, waterworks, and the retail water system is entirely borne by the Developer. The Developer shall have obtained adequate water rights, shall have secured approval of any necessary change applications from the State Engineer and shall have demonstrated the development of water source in quality and flows meeting the requirements of the State Health Department in the amounts necessary to service the development phase proposed on each application for Preliminary Approval at the time such application is made. In the event that Developer has not satisfied any of the above requirements prior to the filing of such application, County may, at its sole discretion, process the Application for other areas of concern but shall not approve such application until the requirements of this section have been met.

Notwithstanding the foregoing, no first phase proposed for Telemark Park Resort may be approved without rights, flows

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and storage meeting the Fire Flow requirements of this Section.

(a) Quantity of Water:

(1) Total Water Demand. The total required water rights for Telemark Park Resort if all Density approved herein is constructed is 316 Acre Feet annually, according to the County's consultant. Applicant represents a desire to implement water conservation measures which might reduce this total amount. As the County wishes to encourage water conservation, but such measures are unproven to the County, the following requirements are imposed:

Any first phase proposed for Telemark Park Resort must have water rights and flows calculated on a per unit basis according to the table below. The Developer may perform a metered water use study on the first phase and present the results to the County. Any such study must meet the requirements of the State Division of Drinking Water and must be reviewed and approved by the State prior to any reductions in system demands or water rights. At the County's sole discretion, the total required water rights for Telemark Park Resort may be reduced according to the results of that study.

TELEMARK PARK RESORT WATER RIGHTS REQUIREMENTS

TYPE USE	UNITS	STORAGE DEMAND (gallons)	DEMAND (gallons)	ANNUAL DEMAND (af)	TOTAL** (af)
COMMERCIAL	72*	40	2,880	.225	16.20
LODGE CONDO	148	450	66,600	.500	74.00
APART. CONDO	98	400	39,200	.450	44.10
TOWNHOUSE/COTT	124	475	58,900	.530	65.72
SINGLE FAMILY	146	500	73,000	.560	81.76

* Commercial square footage in 1000's
** Demand stated in Acre Feet per year.

NOTE: For common area, snowmaking and seasonal demands, reference is made to Table 1 of the above referenced report by EWP.

(b) Phasing of Water Acquisition.

In order to prevent an undesirable situation from resulting if Developer is unable to obtain the total required water rights or develop the necessary sources, the following conditions are imposed:

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(1) Prior to approval of Preliminary Plans, Developer must demonstrate that substantive and valid water purchase options have been secured or that a valid application has been made to the Central Utah Water Conservancy District for C.U.P. water in the total amount required for the project.

(2) If the total water rights and sources have not been secured prior to the first Preliminary Plan, such plan must show the proposed development utilizing the Applicant's existing 100 acre feet of water, and a demonstration that such development would be capable of standing alone in the event that nc further water rights may by obtained or sources secured.

(3) If, within five years of the first Preliminary Approval, total water rights and sources for the project as approved herein, or as modified by the County pursuant to a metered water use study, have not been secured, Developer shall file with the County a proposed Amended Density Determination showing the proposed reduced project size and application of the then perfected water rights and sources.

B. Water System Capacity and Fire Flows:

Because of the wildland fire exposure in the Telemark Park Resort, and the distance from established Wasatch County fire fighting services, the Fire Flow demand for the Development has been set at a level in excess of that required by the Uniform Fire Code. The estimated fire flow demand for each type of Unit is shown on the following table:

Peak Day Source Demand and Flows

Unit Type	Gallons/Day Winter	Summer
Commercial Space, Per 1,000 sq. ft.:	75	80
Lodge Condos:	800	900
Apartment Condos:	600	800
Townhouse/Cottage:	800	950
Single Family Lots:	800	1000
Open Space, Per Acre:	-0-	4030
Snow Making, Per Acre:	3000	-0-
Total Demand in gallons per minute:	358.9	360.8
Total Storage Demand -		

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50% of Peak Daily Flow, in gallons: 268,000*
260,000
*(includes 60,000 gallons snowmaking)

(a) Fire Flows and Storage Demand:

(1) The following fire flow requirements were established in the 1991 Density Determination and are understood as minimum standards. Final requirements for the project will be established in accordance with the criterion in Section V.2.B.(a).

- Multi-Family and Commercial Villages: 2,500 GPM flows for 3 hours, based on type of construction and the requirements for fire sprinklers. Uniform Fire Code, 1994 Edition shall govern.

- Single Family Areas: 2,000 gallons per minute for 4 hours shall be the required fire flow and storage in all areas, based on type of construction and the requirements for fire sprinklers. Uniform Fire Code, 1994 Edition shall govern.

- Total Fire Flow Storage: The total storage per the above requirements would be 450,000 gallons for 2,500 GPM X 3 Hours, or 480,000 gallons for 2,000 GPM X 4 hours. As the greater of these two is 480,000 gallons, the required fire storage shall be 500,000 gallons.

(2) Fire flow storage provided within the development shall be no less that specified by current fire flow rates and durations specified in the current Uniform Fire Code as adopted by Wasatch County at the time of the recordation of each phased portion of the project. Fire storage may therefore be greater than values specified above depending upon the construction phasing of the project.

(3) Fire flow storage for Roosevelt Gap, Slalom Village, and Snowtop developments shall, in addition to Wasatch County requirements, comply with Park City Fire Code standards of general application at the time of construction.

(b) Total Storage Demand:

(1) Total storage demand is the sum of fire flow storage, unit storage demand, any other storage demand, and is the greater of summer or winter storage demand. This is calculated to be 770,000 gallons. This is the

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minimum required total storage for Telemark Park Resort. This may only be reduced through alternate storage or source for snowmaking water, which accounts for 60,000 gallons during the winter, and/or a reduction in unit demand based upon a metered water use study as provided for above.

(2) Domestic storage provided within the development shall be no less that specified by current standards specified in the current Utah State Drinking Water Standards, and in current Jordanelle Special Services District Standards at the time of the recordation of each phased portion of the project. Domestic storage may therefore be greater than values specified above depending upon the construction phasing of the project.

C. Water System Design Standards. The following design standards apply to the construction of the water system in Telemark Park:

(a) Storage Location, System Design & Main Depth:

Total water system storage may be provided in a single location in the project, or divided up into multiple locations throughout the project such that fire flow storage plus domestic storage is satisfied at any particular location.

Each Neighborhood is to have available to it the required fire flow storage plus average daily flow storage, or one-half peak daily demands, for the entire neighborhood considering building types.

Conceptual water system design for the overall project (well locations and capacities; main sizes; and tank locations, elevations, & sizes shall be submitted with preliminary plans.

Water mains are to be buried to a minimum depth of 7 feet in roadways and at a depth of 5 feet in other locations, or as established by Jordanelle Special Services District Standards.

(b) Fire Protection and Suppression Requirements:

(1) Fire Sprinklers. All residential and commercial structures within Telemark Park Resort shall be internally fire-sprinklered in accordance with the provisions of the Uniform Fire Code, as updated from time to time. Unless specifically approved by the Fire Marshall for non-combustibility, all such structures shall contain exterior sprinklers as well. Such exterior

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sprinklers shall include at least under eave sprinklers, but may be required to include roof top sprinkling in areas or on structures deemed by the Fire Marshall to have wildfire hazard or vegetation to roof relationships justifying such measures.

(2) Fire Breaks. The Application contains provisions for fire breaks around structures. Conformance to the Application in this regard is a condition of this approval and future construction permitting.

(3) Building Construction/Combustibility Standards. Construction shall meet all applicable fire safety requirements of local, state and federal agencies, and shall be at least as fire resistive as Type V-ONE-HOUR Construction, maximum compartment size 21,000 square feet, per Table 5-C of the Uniform Building Code.

(4) Fire Access. Access to structures for fire suppression equipment shall meet all applicable requirements of the Fire District and shall be subject to review by the Fire Marshall, which shall in no event exceed the requirements of the Uniform Fire Code.

(5) Non-County Fire District Service. In the event that Telemark Park Resort contracts with a non-County fire district for interim service the Fire Marshall of said district shall have interim authority hereunder to enforce Fire Safety measures. Approval by the Fire Marshall having jurisdiction and responsibility over the Development shall be binding in the event of a later transfer of jurisdiction, and property owners will not be required to modify existing structures solely on the basis of a jurisdictional transfer.

3. SANITARY SEWER

All commercial buildings and residential dwellings within the Telemark Park Resort shall be served with sanitary sewer service from a sewage collection and or treatment utility or district consistent with the Jordanelle Basin Wastewater Treatment Plan adopted by the County.

4. STORM WATER AND WATER QUALITY

Telemark Park Resort is located within the watershed of the Jordanelle Reservoir and the Provo River. This approval is conditioned upon recognition of the non-degradation status of the hydrologic setting.

A. Stormwater Plans.

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Preliminary Plans shall be required to show compliance with the Telemark Park Surface Water Runoff Control Conceptual Level Master Plan by Hansen, Allen & Luce, dated December, 1989 (hereafter the Water Quality Plan). Any proposed variation from the provisions of this plan are subject to review and approval by the County.

Preliminary Plans will be required to show compliance with that plan and shall specifically address:

- Location of all building sites outside of storm water discharge routes.
- Detention Structures.

B. Water Quality Control.

The Hansen, Allen & Luce Water Quality Plan referred to above is incorporated herein by reference. The summary measures below are extracted from that plan.

"The Water Quality Plan identified detention basins. The Water Quality Plan also identified the potential for Preliminary Plans to identify and propose alternatives, so long as the mitigating effect upon water quality equals that provided by the basins. In the absence of alternatives proposed by developer and approved by the County at Preliminary Plan stage, the following detention basins are required to be constructed by Developer as a condition of this approval:

- Drain Tunnel Gulch (AKA Telemark Hollow)
- St Louis Gulch
- U.S. 40 (Just above U.S. 40 Embankment in lower Drain Tunnel Gulch, AKA Telemark Hollow)"

The size and design of the above basins shall be determined based on site specific hydrology, hydraulic and water quality calculations and considerations presented by the developer's engineer with Preliminary Plans subject to review and approval of Wasatch County and Wasatch County Review Engineer.

Based on Telemark Park Resort, Concept Level Water Quality Plan, June 7, 1996, detention basins may be constructed at the following locations and sizes within the project to satisfy the above requirements:

Location	Size
• Roosevelt Gap	0.5 acre feet
• Little Baldy #1	0.5 acre feet
• Little Baldy #2	0.5 acre feet
• Little Baldy #3	0.5 acre feet
• Little Baldy #4	0.5 acre feet
• St. Louis #1	3.0 acre feet

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- St. Louis #2 2.0 acre feet
- St. Louis #3 2.0 acre feet
- Gordon's Gulch 0.5 acre feet
- Spin-Cycle 7.0 acre feet
- US 40 Basin 10.0 acre feet

Preliminary and final plans for Telemark Park shall include sufficient analysis and documentation, presented to Wasatch County for review and approval, to assure that the proposed mitigation plan is implemented. Commitments shall include design and construction techniques, plans and specifications.

Water Quality plans prepared for Preliminary Plan and Final Plan submission shall be designed in accordance with the following references:

- **"Wasatch County Hydrologic/Water Quality Study,"** Hansen Allen & Luce Inc., June, 1994.
- **"Wasatch County, A Guide for Erosion and Sediment Control at Construction Sites**, EWP, Draft Report, December 11, 1995"

C. Ownership and Maintenance:

All storm water conveyance facilities and detention basins shall be owned by the Telemark Park Master Homeowners Association or a Telemark Park Special Services District. All storm water conveyance facilities and detention basins shall be operated and maintained by the Telemark Park Master Homeowners Association or a Telemark Park Special Services District.

D. Stormwater Design Criteria:

All drainage ways with 10 year design flow velocities above 4 feet per second shall be lined with riprap sized with a minimum safety factor of 1.5 in accordance with the Barfield (1981) method. Drainage way hydraulics shall be analyzed with the Mannings flow equation. Cross road drainage facilities including culverts will be designed to convey at least the 10 year design storm after development. The 100 year after development storm event must be considered in the design of such cross road drainage facilities as well as natural and improved open channels, storm drain inlets and storm drain pipe systems so as to provide that such an event does not inundate structures, damage utilities, endanger the public or adversely impact the environment. The design of drainage ways and culverts shall be included in Preliminary Plans and construction detail shall be provided in the Final Plans.

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All building sites and essential facilities shall be positioned such that they are free of flood hazard and/or are protected from 100 year stormwater flows.

Stormwater planning, design, and construction will be integrated with water quality planning.

5. RELATIONSHIP OF ROADS AND UTILITIES TO OTHER PROPERTIES.

Neighboring properties that now have a legal right to use the Telemark property for access may not be landlocked. Anticipated properties that may use project roads for access to their property are disclosed in Section III. 15. of this First Amended Density Determination. Terms for the provision of utilities to these properties is also described in Section III. 15. A reimbursement scheme for utility services shall be developed and must be approved by the County and Developer before any other properties are authorized to connect to facilities constructed by the Developer of Telemark Park.

6. PUBLIC TRANSPORTATION

There is no established public transportation service in the area at this time. Limited common carrier or hotel courtesy-type public transportation should be anticipated. Loading zones only in multifamily and village areas shall be provided at walking distances no greater than 500 feet and shall have the following characteristics: 40 feet long and 10 feet wide located outside the normal travel lanes of roadways.

VI. DEVELOPMENT AND SITING OF IMPROVEMENTS

Although a great deal of siting detail has been developed through the Density Determination stage, the specifics as to the development to occur on each of the identified development sites is still quite general in nature, with final design and engineering to follow as individual development sites move to Preliminary and Final Approval. Subsequent applications for Preliminary or Final Approval are to be in substantial conformance with the Application. Subsequent submittals will be deemed to be in substantial conformance with the Application and this Order of Density Determination if they meet the following standards:

1. DEVELOPMENT PARCELS

Density Determination is considered approval of Density in the areas shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7 according to the conditions contained herein and according to the Pre-Conditions described in Section IV. The location and boundaries of the Development

Parcels are identified on Land Use and Area Exhibit. Parcel boundaries may be adjusted at Preliminary Plan level, but may not be significantly changed. Specifically, boundaries are expected to be within 50 feet of those shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7. The area of Development Parcel areas may be decreased.

Adjustment of Multi-Family Development Parcels may not increase total area by more than 5% of that shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7. Any such increase may not increase the allowable building mass.

Single Family Parcels may be adjusted, but may not be increased in area unless such increase is due to the conversion of adjacent road right of way (RRW) or MultiFamily (MF&C) areas. Lot lines as shown on the Concept Plan may be reconfigured and the overall number of lots may be reduced according to the Single Family Lot Guidelines herein, but in no event may open space be reduced after dedication to the Master Association.

In no event may the net acreage of Open Space areas be decreased from that shown on the Land Use & Area Exhibit by more than 2%.

Any proposed adjustment of Parcel boundaries from the Application must be shown at Preliminary Application. At Final Application adjustment may only represent survey correction, not reconfiguration.

Within applicable setbacks within MF&C areas, Developer may reconfigure building footprints and shapes from those shown on the Concept Plan and shall show such reconfiguration at Final Plan Application. Such reconfiguration shall be subject to all other conditions contained herein.

At Preliminary Plan developer may adjust roadway locations from those shown on the Concept Plan in the interest of minimizing site disturbance and grading. Such adjustment may not result in more than a 5% increase in total RRW area shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, unless such increase is due to an increased width condition imposed by the County.

2. SITING GUIDELINES APPLICABLE TO ALL DEVELOPMENT PARCELS

The following guidelines apply to all development parcels within the Telemark Park Resort:

Unless otherwise approved during the preliminary plan phase of the project, Building envelopes shall be configured

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within required setbacks within parcels approved in this Determination for such use, and shall be designated on Preliminary Plan submittal.

Preliminary plans shall be of 1"=50' or greater scale. Such plans shall show existing vegetation of 4" DBH (diameter at breast height) or larger trunk caliper and shall demonstrate an effort to preserve such vegetation wherever possible, with emphasis on preservation of larger and slower growth type trees and groves.

Preliminary plans submitted for review and approval shall show setbacks, limits of disturbance, building envelopes, snow storage areas, cuts, fills, proposed slopes for disturbed areas, general utilities, rights-of-way, easements, and proposed night lighting.

Preservation of natural features and vegetation to the extent reasonably possible is required. Retain existing tree stands and existing terrain where possible.

Building siting should be responsive to the overall development concept, adjacent development, and (i)Topography, (ii)Geology/soils conditions, (iii)Hydrology, (iv) drainage and flood plain considerations, (v) Vegetation, (vi) Views, (vii) Solar and micro-climate considerations, (viii) Access and circulation; pedestrian and vehicular, (ix) Seasonal response, (x) View corridors, (especially to the mountains), and (xi) Snow storage requirements.

3. COMMERCIAL SPACE.

Location: Commercial Space shall be constructed in the Villages indicated on the Master Plan, and shall not be transferrable between Villages.

Allowed Commercial uses: Office, Restaurant, Retail, Ski & Sports Shop, Tavern, Convenience Store, Delicatessen, Cafe, Sports/Fitness and other uses related to the recreational and residential nature of the development.

Prohibited Commercial Uses: Any business activity producing noxious fumes, hazardous waste or noise pollution, any other business activities prohibited in the zone or the County.

4. SET BACK AND SIDEYARD STANDARDS

Minimum Setbacks SINGLE FAMILY:
Front Lot Line: 20 Feet
Rear Lot Line: 30 Feet
Side Lot Line: 10 Feet
Distance from Road Centerline: 45 Feet

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Minimum Setbacks MULTIPLE FAMILY:
Front Lot Line: 15 Feet
Rear Lot Line: 25 Feet
Side Lot Line: 10 Feet
Distance from Road Centerline: 40 Feet
No building or structure other than fences shall be built within the setback criteria as described above.

5. SINGLE FAMILY SUBDIVISION LOT DESIGN STANDARDS:

It is the intent of these criteria to minimize surface and visual impact from the development of single family lots and to restrict dwelling placement, height, size and design so as to provide for unobtrusive, attractive dwellings in harmony and proportion with their surroundings.

The following parameters are being approved out of consideration for the environment, to allow for clustering of single family dwellings and larger open space areas, and to achieve aesthetic variation within the project. Applications for Preliminary and Final Approval of Subdivisions containing Single Family Lots will be approved if they demonstrate compliance with the following standards:

Lot Size: The minimum Lot size will be at least 10,000 Square Feet

Limits of Disturbance: Within each Lot, the Preliminary Plan and Final Plat must designate and show an area within each lot where grading and vegetation removal is allowed and where the dwelling and all improvements must be sited. Outside of the Limits of Disturbance only approved above-ground thinning of existing vegetation or spot planting, and the reasonable and necessary placement of utility service lines to the Lot may occur. The Limits of Disturbance Area will be shown on the Final Plat and varies from lot to lot to protect vegetation, drainage, and areas of steep slope.

Maximum Dwelling Coverage: Within each Lot, the Preliminary and Final Plat must designate the maximum size of allowable structures in plan view, including eaves, overhangs, and outbuildings, which may be constructed on the Lot. This is not the Floor Area, but the area of Lot coverage. The Maximum Dwelling Coverages and Maximum Dwelling Sizes shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Impervious Area: Within each Lot, the Preliminary and Final Plat must designate the maximum

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area of impervious surface allowed on a lot in addition to the Dwelling Coverage, including driveways, concrete slabs, walkways, steps and other surfaces impervious to water. The coverages shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Total Floor Area: Within each Lot, the Preliminary and Final Plat must designate the maximum Floor Area as defined by the Uniform Building Code, which does not include garages. The Maximum Floor Areas shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Garage Area: Each Lot must contain a garage. The maximum allowable garage shall be 600 square feet per dwelling. Larger garage areas will be counted against the total Allowable Floor Area of the Dwelling.

Maximum Irrigated Landscape Area: The Preliminary and Final Plats for each Single Family Subdivision must show the maximum allowable irrigated area for each Lot. The irrigated area is that portion of the Lot which may be irrigated or planted in non-native plants using additional water. The actual irrigated area will be shown on the final plat, but will average 1,600 square feet on each Lot. Some drip irrigation of native and drought resistant plants may be done beyond this limitation. Notwithstanding any of the foregoing, the Telemark Park Resort Special Services District will establish water rate schedules penalizing excessive landscape watering.

Upper Story Restriction: Succeeding or higher stories of a dwelling must be no larger than 75% of the next lower story if that lower story, as measured by the intersection of the floorplate plane with natural grade, is 50% or more above natural grade. In split-level designs such ratio is by reference to the floor directly below as opposed to the half-story.

Master Association Architectural Control Committee: Notwithstanding any of the foregoing, the Master Association Architectural Control Committee must approve all planned construction prior to any alteration of existing site conditions. The Telemark Park Resort Architectural Guidelines shall define this procedure, which regulates architecture, landscaping, siting, vegetation removal, thinning for firebreak, stormwater discharge and environmental guidelines. The standards and regulations of this Density Determination will be incorporated into the Subdivision Covenants, Conditions, and Restrictions for each Subdivision.

SINGLE FAMILY LOT COVERAGE TABLES

Lot Area Dwelling Increment (square feet)	Coverage Factor for Increment	Maximum Coverage in Square Feet	Total Coverage in Square Feet
For the first 11,000 sq. ft.	26% coverage	up to 2860	up to 2860
For the next 11,000 sq. ft. (11,001-22,000)	18% coverage	up to an additional 1980 sq. ft.	up to 4840
For the next 11,000 sq. ft. (22,001-33,000)	8% coverage	up to an additional 880 sq. ft.	up to 5720
For the next 11,000 sq. ft. (33,001-44,000)	4% coverage	up to an additional 440 sq. ft.	up to 6160
For Area above 44,001 sq. ft	3%		

As an example of using the above Table, consider a 15,000 square foot lot: the Total Dwelling Coverage would be computed as follows: For the first 11,000 square foot of Lot area, a coverage of 26% applies. For the Lot Area above 11,001, a coverage factor of 18% applies. 26% of 11,000 = 2860 + 18% of 4000 (15,000 - 11,000) = 720 for a total of 3580 square feet.

MAXIMUM SINGLE FAMILY LOT "OTHER IMPERVIOUS" COVERAGE GUIDELINES:

lot area increments (sq ft)	maximum other coverage %	maximum other coverage (sq ft)	maximum total other coverage (sq ft)
up to 11,000	15.0%	1650	1650
11,001-22,000	10.0 %	1100	2750
22,001-33,000	5.0%	550	3300
33,001-44,000	2.5 %	275	3575
44,001 +	2.0 %		

As an example of using the above Table, consider a 15,000 square foot lot: the total other coverage would be 15% of 11,000 = 1650 + 10% of 4000 (15,000 - 11,000) = 400 for a total of 2050 square feet.

CUMULATIVE MAXIMUM SINGLE FAMILY LOT "TOTAL IMPERVIOUS" COVERAGE GUIDELINES: ("DWELLING" COVERAGE + "OTHER IMPERVIOUS" COVERAGE)

lot area increments (sq ft)	total dwelling coverage (sq ft)	total other coverage (sq ft)	total impervious coverage (sq ft)
up to 11,000	2860	1650	4510
11,001-22,000	4840	2750	7590
22,001-33,000	5720	3300	9020
33,001-44,000	6160	3575	9735

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44,001 +

As an example of using the above Table, consider a 15,000 square foot lot: the total impervious coverage would be the total of 3580 sq ft computed above and 2050 sq ft computed above for a total of 5630 square feet.

MAXIMUM SINGLE FAMILY LOT "FLOOR AREA" GUIDELINES:

MAXIMUM SINGLE FAMILY LOT FLOOR AREA GUIDELINES:

Lot area increments (sq. ft.)	maximum total floor area (percent)	maximum total floor area (by increment) (sq. ft.)	maximum total floor area (cumulative) (sq. ft.)
up to 11,000	45%	4,950	4950
11,001-22,000	30%	3,300	8250
22,001-33,000	15%	1,650	9900
33,001 +	8%	na	na

As an example of using the above Table, consider a 15,000 square foot lot: the total floor area would be 45% of 11,000 = 4950 + 30% of 4000 (15,000 - 11,000) = 1200 for a total of 6150 square feet.

6. COMBINATION OF LOTS

At Preliminary Plan submittal developer may reduce the total number of lots within a neighborhood by combination of lots. The resulting larger lots shall be allowed construction according to the formula in Tables above. In no event shall the foregoing allow developer to increase the total area of single family development or to increase the number of lots or total allowed construction.

Preliminary Plans for the first single family lots in the project shall contain, in form satisfactory to the County, Covenants for single family neighborhoods which contain provisions that:

Adjoining Lots may be combined if owned by one party. The resulting parcel shall be treated as one lot for all further purposes and such combination shall be deemed permanent. No lots, once combined, may be subdivided. The owner shall be required to file a Notice of Combination with the Master Association which shall record such notice with the County Recorder prior to commencement of construction. (The ownership of adjoining Lots is not, by itself, evidence of combination or intent to combine, and combination is not deemed to have occurred unless and until a Notice of Combination has been recorded, or a structure built which crosses the common Lot boundary line.)

The resulting larger lot shall be allowed coverage, impervious area and dwelling size according to the tables preceding as 1 lot, not the sum of the allowed areas prior to combination.

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The limits of disturbance area shall be revised by applying the ratio between the dwelling size allowed on the largest uncombined lot to the combined dwelling size allowed to the area of disturbance on the largest uncombined lot. The configuration of such area must meet all applicable setbacks and shall be subject to discretionary review by the Master Association Architectural Control Committee. Committee may disapprove the limits of disturbance based upon visual impact, vegetation impact and neighborhood compatibility. The Committee shall consider and rule upon such combinations prior to purchase if so requested.

Assessments by the Master Association shall be based upon a minimum per lot and an additional amount ratable to dwelling size, combined lots to be assessed as one (1) lot. No combination of Lots shall have the effect of increasing the assessment applicable to other Lots in the Subdivision which were not combined.

Dwellings in excess of 20,000 square feet of floor area must be approved by the Planning Commission on an individual basis.

7. SPECIAL GUIDELINES FOR TELEMARK HOLLOW LOT:

The Lot shown on the Telemark Park Resort, Concept Master Plan, revised June 7, 1996 as Lot 127 (previously Telemark Hollow Single Family) shall be subject to the following additional guidelines:

Driveway: The driveway shall conform to flag lot driveway standards and conditions contained herein.

Dwelling Height: The dwelling shall not break ridgeline as viewed from Jordanelle State Park Hailstone Marina Visitors Center by more than 12' and shall otherwise conform to single family dwelling height restrictions as revised.

Site Plan for limits of disturbance and driveway shall be submitted with final plan and be subject to discretionary review by County. Revegetation of all site cuts and fills shall conform to regulations established in Section VI, Sub-Sections L and M.

8. BUILDING HEIGHT.

Unless otherwise stated in regard to specific buildings or building locations, the following height standards shall apply within the Telemark Park Resort. Height is restricted on a neighborhood by neighborhood basis. Maximum height refers to the mid-point of a roof as measured from the ridge to the intersection of the roof and wall. Natural grade is defined

as a plane formed by the corners of the dwelling prior to any excavation. The height regulations for specific sites are as follows:

A. Lodge Condos at Slalom Village: Height shall be measured from the elevation of the finished grade at midpoint of building. The maximum height shall be 75 feet, consisting of not more than five levels. The building shall have a gable roof (a roof consisting of two inclined planes that meet at a ridge over the center of the building and slope down to the sidewalls) or a hip roof (a roof similar to a gable roof with a central ridge except that the roof slopes from the ridge to all outside walls), with the top level being partly located in the roof structure. The top level shall not cover more that 50% of the Building Footprint. The building must then step from such top level on both the ski hill side and the road side to avoid any vertical wall more than three levels in height.

B. Commercial at Slalom Village: is to be contained within the Lodge Condo configuration.

C. Ski Academy: Height shall be measured from finish grade at midpoint of building and shall not exceed 45 feet in height.

D. Roosevelt Gap Lodge: Height shall be determined in the field such that no portion of the Roosevelt Gap Development will be visually obtrusive from the vantage point of the Stew Pot restaurant located at 1375 Deer Valley Drive, Park City.

E. Telemark Village: Height will be restricted by reference to parcels on the Telemark Village, Concept Master Plan, June 7, 1996. Height shall be measured from natural grade as defined above and parcel numbers below are from Telemark Village, Concept Master Plan, June 7, 1996. Building height shall not exceed 38 feet at roof mid-point and 28 feet at eaveline (except gable and dormer ends) on Parcels #1 and #3, 58 feet at mid-point and 48 feet at eaveline (except gable and dormer ends) on Parcel #2, and 48 feet at mid-point and 38 feet at eaveline (except gable and dormer ends) for Parcel #4. Subject to further design discretion of the Planning Commission, Telemark Village structures, or special architectural features of such structures, with special mitigating architectural treatment, may exceed the above height restrictions.

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F. Single Family Dwellings: The maximum height of these buildings shall be 33 feet as measured from natural grade, chimneys and roof vents excepted.

9. STANDARDS INCORPORATED INTO RECORDED COVENANTS.

The recorded covenants governing each portion of the Development shall establish specific guidelines, consistent with these standards, and reasonably acceptable to the County for final siting of buildings and roads; building bulk, form and height limitations; building materials, colors and textures; and building orientations for maximum solar access and energy conservation purposes. The Design Guidelines attached as Exhibit C will also be incorporated into the master Declaration Covenants, Conditions, and Restrictions for the Telemark Park Resort.

10. HANDICAPPED/ELDERLY ACCESS.

Access for the handicapped must be provided in all buildings open to or used by the general public.

11. PARKING AND LOADING REQUIREMENTS.

A. General Parking Design Considerations.

Each development site is required to provide its own parking, which shall be under the control and ownership of the owners of that development site. All parking spaces shall be located on the same parcel as the building or use for which they are required. The Master Association Covenants, Conditions and Restrictions, or where appropriate, the neighborhood or condominium covenants shall address parking and include the following limitations:

(a) No parking spaces shall be located within the setback area of a parcel boundary.

(b) There shall be no parking of commercial vehicles with three or more axles in residential and accommodation parcels.

(c) Service bays within the building or parking structure shall provide for maneuvering of service vehicles.

(d) Underground parking clearance shall be a minimum of 8 feet high to accommodate vans and vehicles with ski racks. Driveways shall not exceed 15%, but should generally have a slope of less than 6%.

B. Special Provision for Roosevelt Gap:

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The litigation settlement agreement in the action entitled Park City Consolidated Mines Company et al. v. Park City Municipal Corp., Third District Court, Summit County, Civil No. 930390001 contemplates that the parking for Roosevelt Gap, if constructed as approved herein as a 105 unit lodge facility, will be primarily located at the adjoining Snow Park Hotel site in Deer Valley and will be connected to the Roosevelt Gap facility by funicular tramway so that guests and or residents would primarily access the facility from Snow Park. Parking provided in this manner will be acceptable to Wasatch County as meeting the requirement for on-site parking.

C. Parking For Residential Uses.

Parking for residential uses is based on the size of the residential structure, as shown on the following table:

Parking Required for Residential Uses

unit type	number of bedrooms	number of covered spaces	total number off-street spaces
sf	1-5	2	4
sf	6	2	5
sf	7+	3	6+*
ac	1	1	1
ac	2	1	2
ac	3	1	2
ac	4+	2	3+*
lc	1-2	1	1
lc	3-4	2	2
lc	4+	2+*	2+*
th/c	1-3	1	2
th/c	4+	2	3+*

* where asterisked, one additional space for each two additional bedrooms

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if housing unit sizes increase (in number of bedrooms) over proposals of the Application, the number of parking spaces shall increase in compliance with Section IV.K.2.a. Residential Parking above.

D. Parking for Commercial Uses.

Parking for Commercial and Support Commercial Uses. Parking for commercial space shall be provided in the ratio of 3 spaces per 1000 square feet of commercial building area, which includes employee parking requirements for those areas. This parking requirement does not apply to support commercial as the parking for those uses is accounted for in the residential parking requirements.

E. Parking for Recreational Uses.

Parking for Recreational Uses. Developer shall be required, in the sequence described herein, to provide 25 off street parking spaces in the Telemark Village area suitable for trailhead use. Such spaces may double for the commercial parking requirement at Telemark Village, as the timing of use is anticipated to be reasonably complementary and often related to both commercial and trail facilities.

F. Ski Academy Parking.

Ski Academy Parking shall be as shown below using a ratio of 3 parking spaces per 1,000 sq. ft.

G. Telemark Village Parking

Lodge Condominiums (2,000 sq ft avg)

Type	Units	Ratio	ps	
cv	43		1.5	64
uc	43		0.5	22
Total	43		2.0	86

NOTES:
cv indicates covered offstreet
uc indicates uncovered offstreet

Townhouse Cottages (2,400 sq ft)

Type	Units		Ratio	ps
cv	41		2	82
uc	41		2	82
Total	41		4	164

NOTES:
cv indicates covered offstreet
uc indicates uncovered offstreet

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Apartment Condominiums (1,000 sq ft)

Type	Units	Ratio	ps
cv	82	1.0	82
uc	82	1.0	82
Total	82	2.0	164

NOTES:
cv indicates covered offstreet
uc indicates uncovered offstreet

Employee Housing (1,000 sq ft)

Type	Units	Ratio	ps
cv	16	1.0	16
uc	16	1.5	24
Total	16	2.5	40

NOTES:
cv indicates covered offstreet
uc indicates uncovered offstreet

Commercial (42,000 sq ft)

Type	Units	Ratio	ps
ap	42	3.0	126

NOTES:
ap indicates applicant request

Ski Academy (20,000 sq ft)

Type	Units	Ratio	ps
ap	20	3.0	60

NOTES:
ap indicates applicant request

The following is a summary of proposed parking provided within the Telemark Village

Type of use	ps
Lodge Condominiums	86
Townhouse Cottages	164
Apartment Condominiums	164
Employee Housing	40
Commercial*	126
Ski Academy*	60
Total	**640**

* using the applicants proposed ratio of 3 spaces per 1,000 sq. ft.

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12. SITE PREPARATION, GRADING, AND RE-VEGETATION.

Prior to any construction or the issuance of any building permit, Developer shall comply with the following conditions:

A. Geological Reconnaissance and Geotechnical Analysis.

The Report by Dames and Moore entitled Engineering Geology Reconnaissance and Geotechnical Study Telemark Park Proposed Development, dated December, 1988 and Amended July 13, 1989, is incorporated herein by reference. The recommendations of the above report are incorporated herein as conditions of this approval.

Notwithstanding the foregoing, Preliminary Plans shall be subject to site specific geotechnical review by the County and its consultants. Such plans shall show all proposed grading, cuts and fills, and shall specify slope angles and construction specifications for both cut and fill slopes.

Notwithstanding the foregoing, any building permits applied for in Telemark Park Resort shall conform to the specific geotechnical recommendations established for that site during Preliminary Review, and, in the absence of such recommendations shall be required to obtain such a site specific report.

In addition to site specific geology and geotechnical recommendations made by project geologists and geotechnical engineers, all project grading work shall be in accordance with provisions of Chapter A33 of the Uniform Building Code, 1994 Edition, or subsequent adopted revision thereto.

B. Site Preparation: Building Areas, and Trails.

The outlines of areas of site work shall be staked prior to beginning site clearing, grubbing or grading. All work areas shall be flagged including, but not limited to, access roads, storage areas, trails, buildings, utility corridors, road rights-of-way, building areas, and construction roads. Trees and vegetated areas which are within the defined areas and which are to be protected shall be encircled with snow fencing or other barriers of sufficient durability to last through a construction period. The County shall inspect and approve areas of site work prior to construction.

Methods of disposal of vegetative materials shall be approved by the County prior to any site work.

Stripped and stocked topsoil shall be seeded or protected by other erosion control methods acceptable to the County upon the earlier of: (i) 30 days after a stockpile is completed;

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or (ii) immediately, if a stockpile is completed between August 15th and the following May 1st.

A clearing, grubbing and grading specification which describes all operations, including, but not limited to, depth of root removal, dust control, temporary surface drainage controls, seasonal phasing, and haul routes, shall be approved by the County prior to any site work.

Site clearing, grubbing and grading shall be phased according to County approved construction schedules.

C. Site Grading, Drainage, and Erosion Control and Revegetation.

In order to minimize site disturbance, roadbeds shall be graded and stabilized prior to other site preparation.

Excavation or the extension of fill beyond the boundary of Disturbed Area is prohibited. Foundation construction shall be accomplished with precise cuts and fills.

Dust control measures approved by the County for work on-site and for haulage off-site shall be instituted to minimize fugitive dust problems.

Damage to trunks and roots of trees that are to be saved and soil compaction to root systems of such trees shall be avoided. Cuts, or fills over root zones of plants that are to be saved shall be avoided . Grading shall not be permitted within six feet of trees that are to be saved.

Utility lines shall be installed within road rights-of-way, under future trails, paths, or ski runs, or in areas otherwise unavoidably disturbed by construction. Trenches for utilities shall not be dug within the drip lines of trees that are to be preserved. If it is found absolutely necessary to route utility lines through undisturbed areas, the location of such lines shall require the advance approval of the County. If so approved, such areas shall be regraded after proper compaction of trenches and re-vegetated with native plant materials; seeded areas shall be protected with crimped straw, aspen mats or with another method approved by the County for erosion control.

Drainage diversions and structures shall be installed prior to any site disturbance in an affected drainage.

Graded surfaces shall not be left unprotected through the winter. All such surfaces shall be hydro-mulched or protected with crimped straw, aspen mats or with another method approved by the County. All disturbed slopes of 30% or greater longer

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than 12' as measured perpendicular to the contour shall be protected by dikes or perimeter diversions of a type, size, and location approved by the County.

In order to prevent loss of natural vegetation, the County may require installation of retaining structures where the vertical differential at centerline of the finished road profile grade and the natural grade exceeds 25 feet. All retaining walls and structures proposed in the Application or other wise required by the County shall be constructed by Developer.

In order to protect natural vegetation and to minimize erosion, the horizontal cross section of the roadway limits of disturbance in excess of 100 feet shall require the approval of the County Planner.

All retaining structures proposed in the application or otherwise required by the County shall be the responsibility of and constructed by the Developer.

D. Grading confined within parcel boundary.

All grading requirements of each development must be resolved within the property boundary.

Cuts and fills should be minimized and blended into the existing terrain.

No retaining walls shall exceed 10' in height without a step or horizontal break of at least 3'. Timber retaining walls are discouraged.

Slopes of cut and fill banks should be determined by soil characteristics for the specific site to avoid erosion and promote re-vegetation opportunities.

Maximum allowable slope shall be 2:1 (3:1 for mowable grass areas) unless stamped site specific geotechnical analysis allows steeper slopes.

The tops of cut slopes shall be rounded so as to blend with natural grade.

13. REVEGETATION & EROSION CONTROL POLICIES.

Preliminary Plans shall be required to show specific revegetation and erosion control plans for all disturbed areas within the Project. Such plans shall conform to the following minimum standards:

A. Plant Materials & Application:

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Plant materials shall be native to the area or adapted to non-irrigated conditions for the area planted. Seed mixes shall be varied for slope, aspect and soil type & cover. Seed mixes shall contain a minimum of 4 approved grass species and 2 approved legumes. Revegetation methods shall include an application of approved seed mix on a prepared surface at a minimum of 30 lbs/acre PLS, with an organic mulch applied at a minimum of 2,000 lbs/acre.

B. Revegetation of Ski Runs, Cut & Fill Slopes & Non-Irrigated Landscape:

Where disturbed, ski runs shall be revegetated to a minimum hydrologic cover of 50% within 3 growing seasons. Cut & fill slopes shall be revegetated to a minimum 30% hydrologic cover within 3 growing seasons except where the County approves a rock surface. Ski runs shall be revegetated with grass and herbaceous plants as opposed to shrubs, trees and woody species. Cut and fill slopes shall be seeded with grasses and legumes, but may also include shrubs, trees and woody species. Disturbed areas shall not be allowed to remain over winter, and shall be treated with seed and mulch within 8 weeks of disturbance or 4 weeks of finish grading. Preliminary Plans shall show revegetation plans and Final Plans shall show construction detail.

C. Erosion Control:

Erosion shall be controlled in the long term by revegetation and permanent conveyance and detention structures. During construction and prior to the establishment of vegetation, erosion and sedimentation shall be controlled by means of silt fencing, straw bales, the construction of water bars directing sheet runoff into non-disturbed areas at regular intervals and the application of mulches and erosion control blankets as soon as possible after disturbance. Preliminary Plans shall show erosion control design, and Final Plans shall Show construction detail for such measures.

D. Site Drainage:

The heavy snowfalls in the Telemark Park Resort area require special attention to drainage.

Preliminary plans shall be required to indicate how storm discharge from each parcel and any related improvements is directed so as to conform to the requirements of the Hansen Allen Luce Telemark Park Surface Water Runoff Control Conceptual Level Master Plan of December 1989. Such plans shall be subject to further review by Wasatch County for conformance to County Requirements.

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Runoff from impervious surfaces such as roofs and pavement areas shall be collected and directed to drains.

Positive drainage of all public and private plaza and walkways is required. Drains should be full catch basins or trench drains. Balcony floor type drains are not acceptable.

VII. EMPLOYEE HOUSING

Developer shall be required to provide one employee housing unit for each 32 dwelling units and single family lots platted within the project, up to a maximum of 16 such units. Employee housing units are defined as units held permanently for rental on a monthly basis. Such units shall not be sold individually or converted to condominiums. Such units shall be approximately 1,000 square feet, and will be located in Telemark Village, and must conform to all other requirements for residential construction in Telemark Park Resort.

Until such time that 16 such units have been constructed, Developer shall be required to show on each preliminary plan submission, the provision of one such unit for each 32 dwelling units.

VIII. RECREATION AMENITIES, OPEN SPACE, AND COMMON AREA MANAGEMENT

Within the Telemark Park Resort property there are a number of areas that have been reserved as Open Space Areas under this Density Determination. The management and ownership of these open space areas is an important consideration in the overall Density Determination, and is viewed as an essential amenity to the development sites. The following policies and regulations will apply to the use, ownership, and management of the open space areas:

1. OPEN SPACE OWNERSHIP.

The following open space classifications are shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996.

A. Forest & Woodland Preserve (F&WP):

Forest and woodland preserve areas will be owned by the Telemark Park Master Owners Association, with restrictive covenants in favor of Wasatch County and/or a conservation organization to guarantee the preservation and maintenance of these natural areas, and prohibiting development on those properties, or dedicated to the public with similar

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restrictions. Certain open space preserves, as shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996. may be dedicated to Park City.

B. Master Association Roadways (RRW):

Private roads will be vested in the Telemark Park Master Owners Association, which will have the power to assess properties within the project for purposes of road maintenance and operation.

Public roads leading to the project will be dedicated to either Wasatch County or the Jordanelle Special Service District, as directed by Wasatch County.

C. Recreation and Forest Conservation:

Recreation and Forest Conservation areas will be owned by the developer, or the Telemark Park Master Owners Association, and may be leased or sold to other private parties, including but not limited to Deer Valley Resort Company, for operation and maintenance of the recreation amenities including ski lifts and ski runs. Conservation easements over certain areas, as shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996., may be granted to Park City.

D. Public Access:

Common areas within Telemark Park Resort will be private. The developer and the Master Association may allow public access to Recreation Amenities and may charge for such use. Such charges may have a differential between Master Association Members, Wasatch County Residents and the general public, but shall not otherwise discriminate against members of the general public. The common areas are not dedicated to the public.

E. Open Space Covenant:

At the first Plat Approval or building permit, the Developer must record an open space covenant preserving open space areas from non-open space uses.

2. RECREATION AMENITIES.

A. Recreation Amenities Defined:

Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996. is incorporated by this reference. Recreation Amenities shall be constructed in general conformance to the Exhibit in terms of location, dimensions and limits of disturbance. Specifications for Trails are

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contained on the referenced exhibit. Fixed structures shall be designed at Final Plan approval and may vary in terms of footprint, but shall conform to the Architectural Guidelines set out for the project. Variation from the exhibit shall be subject to approval by the County Planner, and may be denied if found to be inconsistent with the intent of this approval.

B. Conformance to standards:

The development of all skier and other recreation amenities shall conform to:

Any inter-resort agreements for operations, maintenance, and construction.

AASHTO bridge construction and specifications.

All padding, parapet, curbs, and railing requirements as described by ANSI standards.

All applicable UBC standards for design, snow, and vehicle landings and for earthquake loadings.

Area operator and his insurance carriers requirements.

The design and construction of skier bridge and or tunnels shall adhere to the aforementioned requirements with particular consideration towards skier and vehicular clearances, padding, structure leakage protection, widths, slopes of ski trails both entering and exiting structures, and to finish surfaces and their relative grades.

C. Inventory & Phasing.

(a) Pre-Development Recreation Amenities:

Developer may apply for permits necessary to construct the following Pre-Development Amenities prior to Preliminary Approval of the first phase, subject to the conditions contained herein.

Alpine Ski Facilities:

Up to 30 Acres of Alpine Ski Runs and trails.

Trails/Nordic Skiing Facilities:

All Class I, II & III Trail, up to 15 Miles Total.

Parking & Guest Facilities:

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Temporary Gravel Surfaced parking for up to 20 vehicles.
Temporary Restroom Facilities (Self Contained, Licensed).
Up to 3 portable warming huts, not to exceed 600 square feet in total floor area.

Pilot Roads and Snow Cat Lanes:

Up to 5 miles of geotechnical investigation pilot roads and snow cat lanes.

(b) Phase 1 Recreation Amenities:

Phase 1 Recreation Amenities shall be constructed or bonded for prior to or with the first plat or condominium record of survey recordation.

Alpine Ski Facilities:

Option A (Alpine). If first phase is Roosevelt Gap and/or Snowtop Neighborhood only:

Fife's Run with return to Snow Park Lodge (Park City)

Option B (Alpine). If first phase is other than or includes other than Roosevelt Gap, and when any area other than Roosevelt Gap/ Snowtop Neighborhood is platted:

Slalom Chairlift Constructed

4 Ski Runs from Slalom Chairlift servicing Roosevelt Gap and Slalom Village.

Adequate snowmaking to cover up to 20 acres.

Trails:

Minimum 3 Miles Class I Trail

Minimum 5 Miles total Class II & III Trail.

Minimum 15 off-street parking spaces at Telemark Village Center suitable for trailhead use (may double as commercial parking).

(c) Phase 2 Recreation Amenities.

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Phase 2 Recreation Amenities must be constructed or bonded for prior to or with platting or record of survey recordation for more than 50% of the residential units in the project.

Alpine Ski Facilities:

Additional ski runs so as to provide approximately 40 total acres.

Additional snowmaking so as to cover minimum 30 acres.

Trails/Nordic Ski facilities:

Additional 3 Miles total class II & III Trail.

Additional 10 Off-Street Parking Spaces at Telemark Village
Center suitable for trailhead use, 25 total (may double as commercial parking).

(d) Optional Recreation Amenities:

Optional Recreation Amenities are contemplated by this Density Determination, are depicted or referenced on the Telemark Park Resort, Recreation Amenity Exhibit, revised June 7., may be constructed, but are not required.

Alpine Ski Facilities:

Jordanelle Access Chairlift
Additional Ski Runs, up to 70 acres.
Neighborhood Access Ski Lanes.*
Additional snowmaking, up to 60 acres.

Tennis/Swimming/Health Spa:

2 Regulation Tennis Courts at Roosevelt Gap, Slalom Village, Telemark Village Center, Little Baldy; 8 Total.

Swimming pools @ Roosevelt Gap, Slalom Village & Telemark Village Center, 3 total.

Health Spa Facilities at all multi-family & commercial centers.

Trails:

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Up to 15 total miles.

* Note: Neighborhood Access Alpine Ski Lanes are alpine skiing trails connecting development sites and dwellings to major ski runs and trails. Lanes are to be designed to minimize grading impact and must be machine groomable in winter. As alignment will depend upon final lot layout, lanes are referenced but not depicted on Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996. Lanes are to be shown on Preliminary

(e) Association Common Area Recreation Facilities:

At Preliminary Plan Developer may apply, or after construction individual homeowners associations may apply to the County and the Master Association Architectural Control Committee for right to construct common area amenities such as tot lots, picnic facilities, single tennis courts, hot tubs, small pools, game areas etc.. Such facilities must be located within the common area of said Association, may not encroach upon Master Association Open Space and may be denied due to visual impact, environmental impact, or neighborhood incompatibility.

D. Recreation Amenity Ownership & Operation:

(a) Developer Primary Owner & Operator:

The Developer shall have primary ownership of and operating responsibility for major amenities. Developer may retain ownership to such amenities and operate them as for-profit businesses. The Maintenance Agreement will define methods by which ownership and operating responsibilities may be transferred to parties willing and capable of assuming the responsibilities attached thereto.

(b) Master Association May Own and Operate.

According to terms defined in the Maintenance Agreement the Master Association may be invited to operate and may receive title to some or all recreation amenities. The Master Association may elect not to operate such amenities, in which case the Abandonment Bonds shall be used to restore and/or stabilize the improvements. Under certain circumstances described in the Maintenance Agreement, the Master Association may not decline title to the R&FC lands.

(c) Recreation and Forest Conservation Lands:

Those lands shown on the Land Use Exhibit as Recreation and Forest Commercial shall be owned by the developer, the Master Association or other operator of the recreation amenities

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connected thereto. The parcels shown on the referenced exhibit may not be converted to other uses.

(d) Alpine Ski Facilities:

Alpine Ski Facilities, including the R&FC parcels to which they are attached, shall be owned by the Developer, Master Association or Operator of the facility as defined in the Maintenance Agreement. Owner may lease such facilities to a Concessionaire as defined in the Maintenance Agreement.

(e) Trails/Nordic Ski Facilities:

Trails and Nordic Ski Facilities, which include the R&FC parcels so designated as well as the Trail Easements over F&WP lands, shall be owned by the Developer, Master Association or Operator of such facilities as defined in the Maintenance Agreement. Owner may lease such facilities to Concessionaires as defined in the Maintenance Agreement. Owner also may dedicate such facilities to the public or a non-profit entity subject to approval of Wasatch County.

(f) Other Recreation Amenities:

Individual Homeowner Associations shall own and operate all amenities located within their Common Area. Village Center Sports/Fitness, Swimming & Tennis facilities shall be owned and operated in the same fashion as the Ski Amenities.

E. Access to Recreation Amenities:

Homeowners, Residents and Guests of Telemark Park Resort shall enjoy access to all Recreation Amenities, but may be charged by the Owner or Operator of such amenities at rates no greater than those charged the general public. Developer or owner of such amenities shall be free to enter into agreements with the Master Association for special rates and access arrangements to such Amenities, and may exclude the general public or charge the general public higher rates. Such agreements may include payment of all fees by Master Association, and access to Homeowners, Residents and Guests controlled by the Master Association. Notwithstanding any of the foregoing, no method of exclusion shall be implemented which shall deny access at fair market rates to Homeowners, Residents and Guests of Telemark Park Resort. This shall not preclude the closure of specific trails from time to time for the purposes of the Ski Academy and its related uses for training, special events, as reasonably necessary or convenient for the purposes of the Academy.

F. Pre-Development Recreation Amenities:

Developer shall have the right to construct and operate the Recreation Amenities inventoried in Section VIII.2.c.(a). prior to application for preliminary approval or plat approval for the first phase of the Project, subject to the following conditions:

(a) Developer shall submit a Pre-Development Water Quality Plan for review and approval by the County's water quality consultants. County's consultants must review and approve plans for conformity to Telemark Park Resort Water Quality Control plan and non-degradation of off site water quality.

(b) Developer shall submit plans at 50 scale or better to the county showing: proposed construction, proposed limits of disturbance, proposed construction methods, proposed erosion control and revegetation, estimated cost of improvements, estimated cost of abandonment and bond or letter of credit for amount in excess of existing out of pocket fund. Such plans shall be subject to approval by the County Planner and Building Official, and staking shall be subject to inspection for conformance to plans prior to construction.

(c) Pursuant to such approval, Developer may apply for permits to operate a Nordic Skiing and Mountain Biking operation as a business with advertising to the general public.

(d) Developer is specifically prohibited from operating Alpine Skiing except on a private, non-advertised, promotional, or club basis prior to Preliminary Approval.

(e) Developer must meet all other County and State requirements for any such operation, including health requirements. Sewage must be totally contained, must be handled by licensed waste operators, and may not be disposed of on site. It is contemplated that sewage would be handled by chemical toilet only.

(f) Warming Huts must be portable and may not exceed a total of three and total square footage of 600 feet.

(g) Geotechnical pilot roads must be within the proposed alignment right of way of project roads.

G. Recreation Amenities Abandonment Plans & Bonds.

Final Plans shall contain abandonment plans for any recreation amenities proposed addressing steps and costs necessary to restore and stabilize the site to a nondegrading

condition in the event that the recreation amenity is abandoned.

Excepting Pre-Development Recreation, Abandonment Bonds shall be posted prior to the construction of Recreation Amenities. The administration of such bonds shall be provided for in the Maintenance Agreement.

IX. MAINTENANCE AND ADMINISTRATION

1. MAINTENANCE AGREEMENT.

On or before the approval of the first plat or the issuance of the first building permit, with the exception of Pre-Development Recreation, Developer, Master Association and Special Services District shall execute and record, in form and substance satisfactory to the County, a Maintenance Agreement satisfying or containing each of the following:

A. Each beneficiary, mortgagee, lienholder or other owner of interest in the property, of record as of the recording date of said Agreement, shall execute an agreement subordinating their interest to the Maintenance Agreement.

B. Provisions for Maintenance and Abandonment Bonds which shall be posted by Developer in conformance to Maintenance and Abandonment Plans, and shall cover Recreation Amenities, Stormwater Conveyance and Water Quality Facilities.

C. An Open Space Preservation Agreement covering the Forest and Woodland Preserve areas of the Property.

D. Provisions for the operation and maintenance of the Recreation Amenities inventoried in Section VIII, in conformance to the following terms:

Developer or assigns shall operate and maintain the Amenities or lease them to entities capable of doing so.

In the event that Developer declines to operate any or all amenities, such failure shall be deemed an invitation to the Master Association to operate and maintain said amenities.

The Master Association shall have the right to choose not to operate said amenities, in which case the Developer shall be responsible to dissemble and restore said amenities to safe, stable conditions requiring no further maintenance. In the event that Developer fails to make such Restoration, the Abandonment Bonds shall be made available to the Master Association for such abandonment.

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Nothing herein shall be construed to alter or displace the right of Developer to operate the Recreation Amenities, provided, however, that should Developer desire to resume operation of said Amenities after a period of operation by the Association it shall be required to give 30 days notice, to reimburse the Association for any costs in excess of receipts which it incurred during such operation, plus a fair interest rate from the dates of such expenses.

The Recreation Amenity Operation Rights shall run with the land. Provisions shall be made in the Maintenance Agreement to prevent the enforcement of liens, mortgages, deeds of trust or other obligations of Developer from damaging, removing or dismantling Recreation Amenities (including but not limited to Ski Lifts).

E. Recreation Amenity Abandonment Bonds:

The Maintenance Agreement shall contain provisions governing the administration of Abandonment Bonds. Abandonment Bonds are described in Section VIII.

F. Water Quality Maintenance:

The Maintenance Agreement shall have provisions for the operation and maintenance of Stormwater Conveyance and Water Quality facilities:

After construction, three years of operation and inspection, the Master Homeowners Association or a Special Services District shall accept permanent maintenance and operation of such facilities.

Following construction, such facilities shall be inspected annually for a period of three years, after which they shall be inspected at five year intervals. Such inspection shall be defined in the Maintenance Agreement to the satisfaction of the County's Water Quality Consultant.

In the absence of seasonal or perennial streams discharging from the Property, Water Quality shall be monitored as follows:

At the outlet of the lowest detention basin, or above the culvert at U.S. Highway 40, whichever of the following measures is considered most reliable by County's water quality consultant shall be installed: Either a device capable of collecting water quality samples during storm events, which samples must be collected within 24 hours

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of an event, or a monitor connected to offices and caretaker dwelling which would signal the issuance of water from the detention basin so as to notify personnel to collect such samples on a 24 hour basis.

2. LEGAL STRUCTURE OF THE DEVELOPMENT.

A. Developer's Responsibilities.

The Developer is defined as the Applicant or Applicant's assigns or successors in the surface estate of the Property. The Developer shall bear primary responsibility for conformance to the conditions in this Approval, for construction of all improvements as shall be required under Preliminary and Final Approvals, for the posting of all required bonds and securities, for the construction of Recreational Amenities in accordance with Section VIII of this approval and for such other requirements as may be imposed by Preliminary and Final Approvals.

B. Jordanelle and Telemark Park Resort Special Services Districts.

It is anticipated that the existing Jordanelle Special Services District will operate and maintain the sanitary sewers collection and conveyance facilities, and may operate and maintain the water system and other facilities within the area and the project. Wasatch County may assist, if appropriate, and participate in the creation of a Telemark Park Special Services District (or districts) to be organized in conformance with appropriate Utah law to own, operate and maintain facilities not operated by the Master Association or the Jordanelle Special Services District.

C. Telemark Park Resort Master Association.

A Utah non-profit corporation shall be organized in accordance with the Development Code as an owners association to own, operate and maintain all private roadways, Master Common Area, and Master Common Facilities such as ski bridges, etc., to enforce the Covenants, Conditions & Restrictions, to enforce the Architectural & Environmental Guidelines and, if it chooses, certain Recreation Amenities. The Master Association must be constituted in a manner satisfactory to the County in the following respects:

(a) The Master Association must have the power to assess members of the association to carry out its necessary and intended purposes.

(b) Assessments and voting rights must be reasonable and fair, it must be bound by the maintenance agreement, its

assessment liens must take precedence over all other liens excepting governmental entities, and it shall be governed by a fairly elected Board of Trustees.

D. Sub-Associations.

Individual Condominiums, Lodges and/or neighborhoods may organize non-profit corporations or condominium owners associations under Utah law to own, operate & maintain sub-common area and enforce sub-covenants within certain areas. In the case of condominium ownership, an association of condominium owners will be formed as required by applicable law to govern the common areas of the condominium.

E. Sale of Development Parcels.

It is anticipated that Applicant may, from time to time, sell some of the Development Parcels to third party Developers. The sale of development parcels within the Resort can occur only pursuant to approved Preliminary Plans and shall not relieve Developer of any responsibilities conditioned in this approval. Such parcels shall be entitled to rely upon the Density Determination and other development standards contained in this Order, provided that they will remain subject to final plan and review and all other Conditions of this approval. The owner of such Parcels shall become the Developer of that parcel, but shall not be the Developer of the Resort as defined hereunder. The conditions imposed and rights conferred by this Order are intended to run with the land.

3. OTHER APPLICABLE LAWS.

All additional applicable state and federal laws and regulations shall also apply to this project.

X. DURATION OF APPROVAL

The County's Development Code, the Wasatch Development Code (adopted June 23, 1979) has been amended November 21, 1984 to allow planned Recreation Developments to obtain a Density Determination that would last longer than two years. The amendments were approved November 21, 1984 and became effective with the publication date of December 4, 1986. The following are the ordinance changes made effective December 4, 1986:

1. Insert the following at the end of Section 9.3.C.2. (entitled "scope"):

Determining density standards applicable to a proposed development in accordance with the procedures

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set forth herein is in the nature of specifying the density characteristic of the zoning applicable to the property in such proposed development and is not in the nature of granting approval of the proposed development itself or any part thereof. Approval to proceed with any portion of the proposed development is granted only as a plat or building permit relating to such portion is finally approved or issued in accordance with Steps 3 through 21 of Paragraph 9.1.D. of this Code. Except as expressly set forth therein or in the density standards established for a proposed development, all County ordinances, resolutions, rules, regulations, impact and development fees, and other charges shall apply to any portion of a proposed development as they exist at the time the plat or building permit relating to such portion is finally approved or issued in accordance with Steps 3 through 21 of Paragraph 9.1.D. of this Code. Once density standards applicable to a proposed development are established in accordance with the procedures set forth herein, and unless and until such standards are amended, suspended, or terminated in accordance with Section 9.3.C.7. thereof, (all design, engineering, construction, and development activities relating to the proposed development shall be in strict accordance with the Density Data for the proposed Development (and all of the designs, plans, plats, drawings, representations, requirements, terms, and provisions contained therein) as modified, conditioned, revised, or refined in accordance with the County Commission's findings and order establishing the density standards for the proposed development.)

2. Replace Section 9.3.C.i. (entitled "Step 9") with the following:

Step 9: Within thirty (30) days following the posting of the County Commission's findings and order, the developer shall prepare and cause to be recorded a form of Notice of Density Standards (satisfactory in form and substance to the County Attorney) containing (i) a property description of all parcels included in the proposed development with sufficient accuracy to enable proper recording and abstracting (ii) an incorporation by reference of all the conditions, restrictions, requirements, limitations, terms and provisions of said findings and order and a general summary thereof; (iii) the names and addresses of representatives of developer and County who can be contacted concerning the density standards; (iv) notice of any stipulations of the developer submitted to the County concerning the density standards and the fact that the density standards and any such stipulations bind present and future owners and mortgagees of any part of the proposed development; (v)

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such other matters as the Planning Commission staff and/or the developer deem to be appropriate or helpful; and (vi) the acknowledged signatures of all Owners of any part of the proposed development. A draft of said notice prepared by the developer and a preliminary title report and color coded map reflecting the location and description of each parcel comprising a part of the proposed development shall be delivered by the developer to the Planning Commission staff at least two (2) weeks prior to the end of said thirty (30) day period. In the event the developer fails or refuses to prepare such Notice the County may prepare such Notice and cause it to be recorded at the developers expense and without the Signatures of such Owners. Such Notice shall be recorded to give notice to all persons now or hereafter interested in the proposed development. Upon completion of the foregoing Steps 1 through 8 and this Step 9, the developer shall proceed as set forth in Steps 3 through 21 of Paragraph 9.1.D.

3. Insert the following new Section 9.3.C.7.:

Amendment, Suspension, or Termination of Density Standards: Following the establishment of density standards for a proposed development in accordance with Paragraph 9.3.C., such density standards shall remain applicable to and shall bind all real property comprising a part of such proposed development as a portion of the zoning requirements for such property unless and until amended, suspended, or terminated in accordance with one or more of the following paragraphs a, b, and c.

a. **Amendment, suspension, or termination of density standards proposed by developer.** The density standards proposed for a particular development may be amended, suspended, or terminated by the developer again proceeding in accordance with Steps 1 through 9 of Paragraph 9.3.C. Any density data filed in an effort to seek such amendment, suspension, or termination shall contain title evidence satisfactory to the County disclosing all Owners of any portions of the development subject to the initial density standards, shall contain a written request for such amendment, suspension, or termination signed by all Owners of, and lien holders upon all portions of the development for which a final plat or plats have not therefore been recorded, or for which building permits have not been issued and all construction under such permits completed, and may rely upon those portions of the Density Data submitted in support of the initial density standards which are certified and warranted as still true and correct by all such Owners at the time of such amendment, suspension, or termination is requested. In conjunction with any

amendment, suspension, or termination requested by the developer under this paragraph a., the Planning Commission and County Commission may consider and adopt any other amendment, suspension, or termination of the density standards which they deem appropriate. The Planning Commission may recommend and the County Commission shall approve an order amending, suspending, or terminating the initial density standards if the developer proves by a preponderance of the evidence that the density standards for the development, as amended, suspended, or terminated, satisfy each of the requirements of Paragraph 9.3.C.5. and that the developer is in accordance with all of the conditions, restrictions, requirements, limitations, terms, and provisions of the density standards as so amended, suspended, or terminated.

b. **Amendment, suspension, or termination by County or others.** Because density standards are established in accordance with this Paragraph 9.3.C. constitute zoning characteristics for the property within a proposed development, such standards may be amended, suspended, or terminated in accordance with procedures set forth in Paragraph 5.6. of this Code for amending the zoning applicable to all properties situated in the County.

c. **In accordance with the density standards.** In the event of any breach of or default under any condition, restriction, limitation, term, or provision of the density standards applicable to a development, the County may pursue any rights or remedies set forth in the density standards with respect to such breach or default, may amend, suspend, or terminate the density standards under the foregoing paragraph b. or under any rights or remedies set forth in the density standards, and/or may pursue any other legal or equitable remedy to enforce compliance with such condition, restriction, limitation, term, or provision. The foregoing rights and remedies of the County shall be cumulative and may be pursued simultaneously or separately."

It is the intention of the County in entering this Order that the Density Determination have the maximum duration allowable under these Code amendments.

These Findings and this Order of Density Determination have been entered pursuant to the provisions of the Wasatch County Development Code this 5th day of August, 1996.

BOARD OF COUNTY COMMISSIONERS
WASATCH COUNTY, STATE OF UTAH

00188648 Bk00039 Pg00746

By: _____
LaRen Provost

By: _____
Keith Jacobson

By: _____
Sharron Winterton

Attest:

_____
County Clerk

XI. ACCEPTANCE AND APPROVAL OF PROPERTY OWNER

Trans-Wasatch Company, L.L.C., a Utah Limited Liability Company, as the successor to Trans-Wasatch Company, a Utah Corporation, and the applicant before the County, hereby acknowledges its acceptance and consent to the conditions imposed by the foregoing Findings and Order of Density Determination entered by the Wasatch County Commission.

Dated this 2 of August, 1996.

TRANS WASATCH COMPANY, L.L.C.

By _____
H. McKay Edwards
Chief Operating Officer

ASSIGNMENT OF INTEREST

Pursuant to sale of property subject to the foregoing First Amended Findings and Order of Density Determination, Trans-Wasatch Company, L.L.C., the successor in interest to Trans-Wasatch Company, a Utah Corporation, the

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Applicant before the County, hereby assigns all rights connected herewith to Deer Crest Associates L.C., A Utah Limited Liability Company.

Dated this 8 of Aug., 1996.

TRANS WASATCH COMPANY, L.L.C.

By: _____
H. McKay Edwards
Chief Operating Officer

Deer Crest Associates, L.C., a Utah Limited Liability Company, as successor to Trans-Wasatch Company L.L.C., hereby acknowledges its acceptance and consent to the conditions imposed by the foregoing First Amended Findings and Order of Density Determination entered by the Wasatch County Commission.

DEER CREST ASSOCIATES, L.C.
By: LCC Properties Group, L.C.

By: _____
David M. Luber, its
Managing ~~General Partner~~ Member

JOINDER BY LIEN HOLDER

Park City Consolidated Mines Company, a Utah corporation which holds the beneficial interest in a deed of trust covering the property that is subject to this application, hereby acknowledges the foregoing Order of Density Determination, and agrees that it will be bound by the terms and conditions of the Order, and will succeed to the burdens of the Developer under this Order in the event that it takes title or possession under the deed of trust.

Dated this 8 day of Aug, 1996.

Park City Consolidated Mines Company,

By: _____
Its: President

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STATE OF UTAH)
:ss
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 5th day of August, 1996 by LeRen Provost, Keith Jacobson, and Sharron Winterton who are the members of the Wasatch County Commission, and who executed the foregoing on behalf of Wasatch County.

Notary Public
Residing at:

Commission Expires:

Notary Public
DAN H. MATTHEWS
725 Valley Hills Dr.
Heber City, Utah 84032
My Commission Expires
April 27, 1999
State of Utah

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 2 day of June, 1996 by H. McKay Edwards, who is the Chief Operating Officer of Trans-Wasatch Company, L.L.C., who executed the foregoing on behalf of that Limited Liability Company with proper authority.

Notary Public
Residing at: Salt Lake

Commission Expires:
4/3/98

NOTARY PUBLIC
DIANE ZIMNEY
1700 Park Ave. - PO Box 2404
Park City Utah 84060
Commission Expires
April 2 1998
STATE OF UTAH

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 2 day of June, 1996 by Harry Reed, who is the President of Park City Consolidated Mines Company, who executed the foregoing on behalf of that corporation with proper authority.

Notary Public

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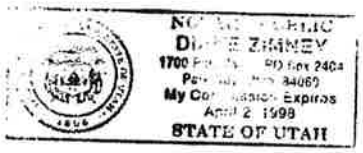
Residing at: Park City

Commission Expires:
4/2/98

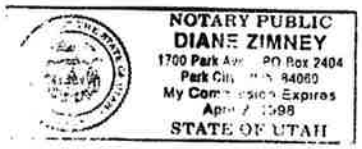


STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 2nd day of August, 1996 by David M. Luber, who is the Managing ~~General Partner~~ of Deer Crest Associates, L.C., who executed the foregoing on behalf of that Limited Liability Company with proper authority.

Notary Public
Residing at: Park City

Commission Expires:
4/2/98



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LIST OF EXHIBITS

- Telemark Park Resort, Concept Master Plan, revised June 7, 1996.
- Telemark Village, Concept Master Plan, June 7, 1996.
- Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996.
- Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996.
- Telemark Park Resort, Concept Level Water Quality Plan, June 7, 1996.

- LEGAL DESCRIPTION - Telemark Park Property in Wasatch County

- DESIGN GUIDELINES

- TYPICAL ROAD SECTION - WASATCH COUNTY, June 17, 1996

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TELEMARK PARK PROPERTY LOCATED IN WASATCH COUNTY:

Beginning at a point on the Summit-Wasatch County line, said point is located South 0°30'11" West 5482.77 feet along the section line and East 4743.36 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the County Line the following 16 courses: 1) North 41°02'08" East 549.09 feet; thence 2) North 51°35'50" West 408.17 feet; thence 3) North 40°47'43" West 296.74 feet; thence 4) North 26°08'13" West 279.53 feet; thence 5) North 12°53'14" East 499.61 feet; thence 6) North 12°51'25" East 724.39 feet; thence 7) North 11°18'39" East 801.35 feet; thence 8) North 28°29'27" East 214.25 feet; thence 9) North 8°43'41" East 906.05 feet; thence 10) North 17°33'57" East 446.92 feet; thence 11) North 55°24'54" East 454.52 feet; thence 12) North 61°48'14" East 133.55 feet; thence 13) North 73°02'55" East 812.81 feet; thence 14) North 73°11'51" 485.08 feet; thence 15) South 85°09'01" East 382.13 feet; thence 16) South 43°00'37" East 488.15 feet; thence along the east line of the Queen Esther No. 3 Mining Claim (MS 6979) South 18°31'58" West 333.29 feet; thence along the West line of the Mountain Neef No. 5 Mining Claim (MS 6798) South 5°39'38" East 573.77 feet; thence along the West line of the Mountain Neef No. 3 Mining Claim South 5°26'45" East 627.94 feet; thence along the south line of the Mountain Neef No. 3 Mining Claim South 77°30'43" East 1500.74 feet; thence along the east line of the Mountain Neef No. 3 Mining Claim North 5°26'43" West 28.39 feet; thence along the North line of the Mountain Neef Mining Claim North 84°33'15" East 1386.12 feet; thence along the right-of-way line of US 40 South 18°46'46" East 493.82 feet more or less; thence along the east line of the Mountain Neef Mining Claim South 5°26'45" East 119.49 feet more or less; thence along the south line of the Mountain Neef Mining Claim South 84°40'19" West 468.55 feet more or less; thence along the east line of the Kruger No. 3 Mining Claim (MS 5161) South 50°41'13" East 615.39 feet; thence along the north line of the Old Missouri Mining Claim (MS 5161) South 89°54'38" East 490.17 feet; thence along the right-of-way line of US 40 the following 3 courses: 1) South 20°26'22" East 433.78 feet more or less; thence 2) South 1°51'02" East 213.74 feet; thence 3) South 34°17'35" East 97.77 feet more or less; thence along the west line of the Thurman Lode (Lot 155) South 7°10'00" East 414.32 feet more or less; thence along the South line of the Kruger No. 4 Mining Claim South 80°45'00" West 805.77 feet more or less; thence along the South Line of the Kruger No. 4 Mining Claim South 80°20'00" West 683.50 feet more or less; thence along the south line of the Dewet No. 4 Mining Claim (MS 5161) South 80°20'00" West 798.50 feet more or less: thence along the South line of the Dewet No. 4 Mining Claim South 85°53'00" West 697.41 feet more or less: thence along the North line of the Pioche No. 14 Mining Claim South 85°53'00" West 798.80 feet more or less; thence along the west line of the Pioche No. 14 Mining Claim (lot 181) South 9°45'00" East 341.45 feet more or less; thence along the south line of the Sommer Mining Claim (MS 5166) South 81°01'45" West 597.51 feet more or less; thence along the South line of the Sommer Mining Claim South 53°31'51" West

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772.57 feet; thence along the West line of the Sommer Mining Claim North 47°08'25" West 395.50 feet; thence along the South line of the Hanna Lode No. 1 Mining Claim (MS 5166) South 56°21'07" West 61.39 feet more or less; thence along the north line of the North Dakota Mining Claim (Lot 185) South 59°25'05" West 1303.28 feet more or less; thence along the west line of the Hanna Lode No. 1 North 30°41'11" West 532.49 feet more or less; thence along the west line of the Rucker No. 1 Mining Claim (MS 5166) North 30°48'29" West 247.82 feet to the point of beginning.

Together with the following described property:

Beginning at the Southwest corner of the Hanna Lode Mining Claim (MS 5166), said point is located South 0°30'11" West 6213.60 feet along the section line and East 5184.07 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the West line of the Hanna Lode Mining Claim North 30°41'11" West 59.50 feet more or less; thence along the North line of the North Dakota Mining Claim (MS 185) South 47°40'42" East 61.25 feet more or less; thence along the South line of the Hanna Lode Mining Claim South 56°21'07" West 17.92 feet more or less to the point of Beginning.

Excepting therefrom the following 3 parcels:

Exception #1 (BLM Fraction North)

Beginning at a point on the North line of the Roosevelt Mining Claim (MS 6645) and on the East Line of the Queen Esther No. 11 Mining Claim (MS 6979), said point being South 00°30'11" West 1269.25 feet along the section line and East 5990.53 feet more or less from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the north line of the Roosevelt Mining Claim South 85°42'00" East 414.97 feet; thence along the south line of the Queen Esther No. 6 Mining Claim North 67°49'00" West 402.56 feet; thence along the east line of the Queen Esther No. 11 Mining Claim South 18°45'00" West 127.66 feet to the point of beginning.

Exception # 2 (BLM Fraction South)

Beginning at a point on the East line of the Hanna Lode Mining Claim (MS 5166) and the South Line of the Schuyler Mining Claim (MS 5166), said point is located South 0°30'11" West 5156.19 feet along the section line and East 6294.91 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North line of the Schuyler Mining Claim North 74°15'00" East 99.87 feet more or less; thence along the North Line of the Sommer Mining Claim (MS 5166) South 52°50'00" West 97.07 feet more or less; thence along the east line of the Hanna Lode Mining Claim North 30°46'00" West

36.70 feet more or less to the point of beginning.

Exception #3 (Frontage Road)

A Parcel of Land for a frontage road incident to the construction of an expressway known as Project No. NF-19, being part of an entire tract of property, situate in Kruger No. 4, Survey No. 5161 of the Blue Ledge Mining District, located in the northwest quarter (NW 1/4) of Section Twenty-Four (24), Township Two (2) South, Range Four (4) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows.

Beginning at a point fifty (50.0) feet perpendicularly distant northerly from the centerline of said frontage road known as "L" line for said project at Engineer Station 18+50.00, which point is approximately Thirteen Hundred Fifty-Two and and Forty-Nine Hundredths (1352.49) feet South 0°09'44" West and Two Hundred One and Ninety-Nine Hundredths (201.99) feet South 89°50'16" East from the Northwest Corner of said Section 24: Thence South 71°13'00" East Two Hundred Twenty-Eight and Forty-One Hundredths (228.41) feet to the southerly mining claim line of said Kruger No. 4; thence South 80°45'West (South 80°55'52" West Highway Bearing) Two Hundred Fourteen and Four Hundredths (214.04) feet, more or less, along said southerly mining claim line to a point fifty (50.0) feet perpendicularly distant southerly from said centerline; thence North 71°13'00" West Thirty-Nine and Sixteen Hundredths (39.16) feet, more or less; thence North 18°47'00" East one hundred (100.00) feet to the point of beginning.

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STATE LANDS - TELEMARK PARK PARCELS (leased parcels included in above legal description)

(McKinley East of County Line)

Beginning at a point on the North Line of the McKinley Mining Claim (MS 6645) and on the Summit-Wasatch County Line, said point being South 00°30'11" West 1203.97 feet along the section line and east 5121.79 feet more or less from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the North line of the McKinley Mining Claim South 85°42'00" East 400.24 feet; thence along the east line of the McKinley Mining Claim South 4°18'00" West 600.00 feet; thence along the South line of the McKinley Mining Claim North 85°42'00" West 458.40 feet; thence along the Summit-Wasatch County Line North 8°43'41" East 527.66 feet; thence along the Summit-Wasatch County Line North 17°33'57" East 75.94 feet to the point of beginning.

(Roosevelt No. 1 Mining Claim)

Beginning at the Northwest corner of the Roosevelt No. 1 Mining Claim (MS 6645), said point being South 00°30'11" West 1832.31 feet along the section line and East 5481.43 feet more or less from the east quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the North line of the Roosevelt No. 1 Mining Claim South 85°42'00" East 1500.00 feet; thence along the east line of the Roosevelt No. 1 Mining Claim South 4°18'00" West 600.00 feet; thence along the South Line of the Roosevelt No. 1 Mining Claim North 85°42'00" West 1500.00 feet; thence along the West line of the Roosevelt No. 1 Mining Claim North 4°18'00" East 600.00 feet to the point of beginning.

(Roosevelt No. 4 less MS 5166)

Beginning at the Northwest corner of the Roosevelt No. 4 Mining Claim (MS 6645); said point being South 00°30'11" West 3000.53 feet along the section line and East 5021.79 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the north line of the Roosevelt No. 4 Mining Claim South 85°42'00" East 1500.00 feet; thence along the east line of the Roosevelt No. 4 Mining Claim South 4°18'00" West 437.42 feet; thence along the North line of the Dieter and the Schuyler Mining Claims (MS 5166) South 74°25'00" West 478.02 feet; thence along the south line of the Roosevelt No. 4 Mining Claim North 85°42'00" West 1050.48 feet; thence along the West line of the Roosevelt No. 4 Mining Claim North 4°18'00" East 600.00 feet to the point of beginning.

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DESIGN GUIDELINES

FOR

TELEMARK PARK RESORT

The Planning Commission recommendation contained a number of matters that, while not specific to density determination, will lessen the impact of the Development through careful design of improvements. The following design guidelines are adopted, and it is the intention of the County that substantially similar design guidelines be adopted by the Developer and incorporated in the Master Declaration of Covenants, Conditions and Restrictions for the project:

I. BUILDING CHARACTER AND SCALE.

Facade design shall display a finished appearance on all sides of the building.

Single Family Dwellings in Telemark Park Resort are usually restricted to 2 1/2 stories or less. Higher buildings must be stepped back or otherwise respond to pedestrian scale.

Upper Floor Design:

The design of the upper facade of buildings is important to the scale and texture of the Villages. The building faces are envisioned as a rich collection of varied yet harmonious facades, adding interest, scale and rhythm to the Village.

Facade elements must reflect "Village scale":

Building facades must include architectural features including bay windows, balconies, dormers and facade detailing as textural elements which strengthen the scale and resort images.

Building facades shall give a substantial appearance, and openings shall display a "punched" appearance. Curtain

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walls or facades incorporating long horizontal strip windows are not permitted.

Every living unit shall have a spot to catch the sun.

Decks, balconies, and porches are strongly encouraged as they provide sunny usable outdoor space and add life and interest to the street.

Little Baldy Village and St. Louis Village:

The buildings shall be stepped, angled, and articulated as to mitigate the visual impact and to minimize blocking of sunlight in the plazas and to each unit.

II. BUILDING BULK CRITERIA.

To the extent possible, buildings in the Development should conform to the following criteria in order to attain architectural forms visually related to the shapes of the mountains and to achieve strong architectural ties to the landscape:

Buildings shall step from level to level as possible.

Unbroken vertical elevations shall be avoided; and

Elevations designed to emphasize horizontal lines by use of stepped levels and/or balconies and decks are encouraged.

III. OUTDOOR ACTIVITIES.

Outdoor activity areas are vital to the atmosphere of the project and should be created. The site plans for each development parcel should consider, where appropriate, the provision of outdoor activity areas accommodating a range of ages and activity levels, and in commercial areas, the provision of seating areas and restaurants overlooking pedestrian areas.

IV. SOLAR ACCESS.

Insofar as practical, all buildings shall be oriented and designed to maximize solar access for passive and active solar systems. Insofar as possible, interior and exterior living spaces shall have optimum relationships to views and year-round sunlight. Site specific plans should:

Preserve sunlight on neighboring outdoor or indoor spaces (i.e. restaurants). Late afternoon sun is most important for outdoor use/activities.

Design the building volumetric to create sheltered sunny pockets in public spaces and neighboring properties in order to encourage winter use.

A solar shading diagram must be provided for all multi-use and attached multi-family developments in Telemark Park Resort.

V. SNOW MANAGEMENT.

The effects of snow and ice build-up, if improperly handled, can be destructive to buildings, pose risks to pedestrians and vehicles, and impose high on-going snow removal and maintenance costs. The heavy snows and extreme freeze/thaw cycle of Telemark Park Resort combine to make snow management an important design consideration. Designers not thoroughly familiar with snow country design should retain a consultant early in the design process. The design for each development site should consider the following:

A snow management plan shall be submitted with preliminary plans for all multifamily commercial and recreation parcels.

Snow management is the responsibility of each site developer

The basic building form must be conducive to snow management. Snow management shall be considered from the earliest building concepts through to the detailing and working drawings.

Snow and drainage from roofs may not be dumped onto adjoining streets or properties.

Snow accumulation shall be managed on an ongoing basis.

Snow must be positively shed or positively retained. The developer may use snow diverters, snow retainers, or vary roof pitch and roof materials for snow retention. Snow diverters or snow retainers must be designed as an integral part of the roofscape.

Entrances and pedestrian routes must be fully protected from snow sheds and icicles. Shedding snow must be deflected from pedestrian areas by dormers, angled roofs, canopies or other means.

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All handicapped/elderly access to public buildings must be covered or heat traced. De-icing salts are prohibited due to the damage caused to structures.

Snow dump areas must not be accessible to pedestrians.

A snow management plan must be provided for service areas and garage entries.

Access to vehicle service bays shall be protected from shed snow, and shall be functional in harsh winter conditions, and snow and ice accumulation.

Sufficient vertical clearance shall be provided for vehicles, taking into account the effects of ice and snow build-up.

Pedestrian or vehicular entry-ways shall be protected from shedding snow.

Service areas and entry ramps should be covered or heat-traced wherever possible.

Building projections shall be durable.

Roofs dumping snow onto a series of lower roofs or onto a lower roof from great height must be prohibited because shedding snow can cause extreme snow loads or impact loads respectively.

Balconies shall not be planned such that they are subject to dangerous amounts of shedding snow.

VI. ROOF DETAIL AND DESIGN.

Roof design and detail is important not only to the preservation of architectural standards within the development, but also for safety considerations in snow management, and minimizing maintenance demands. Roofscapes are an important design element which are viewed from pedestrian level, and the ski slopes above Villages, from Highway 40 and from Village approaches. The skyline shall be a unified composition of sloping roofs in a limited variety of materials and colors. The following roof design standards shall be incorporated into the Architectural Standards of the Master Association CC&Rs:

Snow splitters must be substantial, and fitted to all projections on sloped roofs which are not located close to the roof ridge (eg. chimneys, vents, skylights, etc.).

Generally, conventional eaves troughs or built-in eaves troughs should be avoided as they are subject to damage from snowshed.

Roof design shall conform to the snow management plan.

Roof design shall consider the effect of slope, materials, construction, projections and slope/flat roof distribution on snow shedding characteristics.

Roofs shall be designed to withstand the extreme freeze/thaw cycle at Telemark Park Resort and its impact on snow shed, snow retention, roof drip, icicle management, ice dams, and water infiltration.

Sloped roofs shed accumulated snow in avalanche fashion and can be dangerous to pedestrians below. The design of roofs and pedestrian areas below them is shall conform to Snow Management as discussed in Section IV.J.

Roof form shall be modulated.

Roof form shall be broken up with the use of dormers, or other architectural features. The ridgeline should not be continuous but should be varied in height or broken with chimneys, cupolas, towers or other features.

Major roof slopes in Telemark Park Resort shall be between 3:12 and 8:12. In general, architectural guidelines shall encourage low angled roofs.

Large areas of flat roofs are not acceptable. A composition of sloped roofs is required in each project with small areas of flat roofs acceptable in multi-family -commercial areas.

Mansard roofs are not acceptable.

Roofs of connected and adjacent buildings must be fully coordinated.

Consider coordination with adjoining eaves, peaks, gables and slopes. Exposed party walls are not acceptable.

Consider the color of neighboring roofs to create a complementary roof palette: avoid selecting strongly contrasting colors.

Flat roof design:

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All flat roofs shall incorporate a colored roof membrane or special roof aggregate consistent with the building color scheme.

Roof materials:

Cedar shake, cedar shingles and metal roofs shall be selected so as to be functional and durable considering the effects of climate and snow. Asphalt shingles have been prohibited by the developer.

The color of roof materials must be generally neutral or muted in order to blend with or enhance the colors of the natural landscape. Brightly colored roofs will not be considered with the exception of major public use buildings or selected landmarks.

All roof flashing materials shall be pre-pre-finished metal to match roof color.

All chimneys shall be enclosed in a material identical or similar to the building cladding or finished with stone or other approved architectural treatment.

Thin wood trim sections are prohibited. Wood trim sections and eave lines should have substantial appearance.

Roof mounted equipment must be concealed

Satellite dishes, and mechanical equipment must planned as part of the roof so they are concealed from all pedestrian viewpoints and any overlooking development.

Venting stacks, flues and other similar projections should be concealed or integrated within the roof form and or color.

Horizontal Relief: Eave lines, a major cornice/trim line, or other significant horizontal relief shall be located below the third story to bring the building down to a pedestrian scale.

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VI. PARKING DESIGN CONSIDERATIONS

(1) Service access and circulation:

Truck access, utilities, storage, and garbage must be considered in the design.

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Service bays and loading docks must be unobtrusive.

Both interior and exterior service bays shall be provided with permanent visual screening.

Adequate space for garbage storage and recycling must be provided and must meet the requirements of the Wasatch County Solid Waste Disposal Special Service District. Garbage storage must be enclosed.

Garbage storage and containers must be enclosed and away from public view. Containers must be easily accessible to garbage trucks. Enclosures must conform to design guidelines. Adequate ventilation must be provided (exhaust to roof).

Service bay design must be durable. Wear and tear on these areas must be considered.

In order to allow winter garbage pick-up, design service bay entries to prevent ice and snow build-up, or steep grades at loading areas.

Telemark Park Resort has a strong pedestrian orientation and the design of buildings shall minimize the conflicts between vehicle and pedestrian circulation.

Parking entrances to underground parking must be well signed yet unobtrusive.

Landscaping, appropriate materials and signage shall be used to make parking entries less conspicuous and more attractive.

(2) Surface Parking Design.

The layout of the roads and parking areas shall incorporate site design features to maximize the efficient use of snow removal equipment.

Provide adequate areas for snow storage and drainage. These may be combined with islands of planting to break up large areas of paving.

Screen surface parking areas by a combination of walls, fences, landscaping and berms at least 4 feet in height.

Consider providing separate pedestrian circulation routes within parking areas.

Provide separate parking areas for buses and large recreational vehicles.

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(3) Underground Parking Design.

Underground parking facilities must be designed to anticipate use by over-height vehicles, such as vans with ski racks on the roof.

Driveway slopes must anticipate snow and icing conditions, and provide reliable ramping and good visual interface with pedestrian areas and street intersections.

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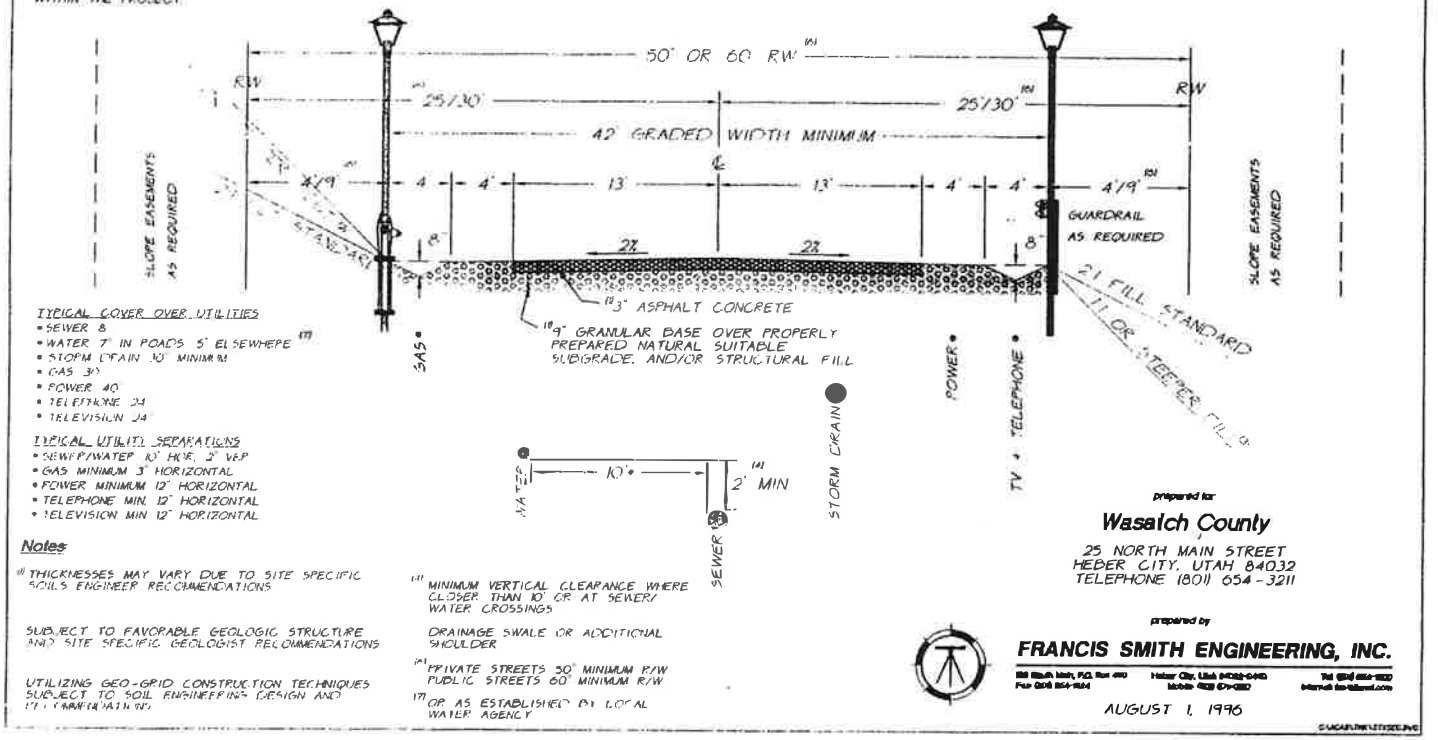
Typical Road Section - Wasatch County

(NO SCALE)

Pedestrian Access

WHILE SIDEWALKS AND OTHER PUBLIC RIGHTS-OF-WAY ARE USUALLY SHOWN ON ROAD CROSS SECTIONS, THEY ARE NOT SHOWN HERE BECAUSE THEY ARE SHOWN ELSEWHERE ON PROJECT PLANS. THIS TYPICAL CROSS SECTION DOES NOT NEGATE THE NEED FOR PROVIDING FOR PEDESTRIAN TRAFFIC WITHIN THE PROJECT.



TYPICAL COVER OVER UTILITIES
- SEWER 8'
- WATER 7' IN ROADS 5' ELSEWHERE [7]
- STORM DRAIN 10' MINIMUM
- GAS 30"
- POWER 40"
- TELEPHONE 24"
- TELEVISION 24"

TYPICAL UTILITY SEPARATIONS
- SEWER/WATER 10' HOR. 2' VER.
- GAS MINIMUM 3' HORIZONTAL
- POWER MINIMUM 12" HORIZONTAL
- TELEPHONE MIN. 12" HORIZONTAL
- TELEVISION MIN. 12" HORIZONTAL

Notes

[1] THICKNESSES MAY VARY DUE TO SITE SPECIFIC SOILS ENGINEER RECOMMENDATIONS

SUBJECT TO FAVORABLE GEOLOGIC STRUCTURE AND SITE SPECIFIC GEOLOGIST RECOMMENDATIONS

UTILIZING GEO-GRID CONSTRUCTION TECHNIQUES SUBJECT TO SOIL ENGINEERING DESIGN AND [illegible]

[4] MINIMUM VERTICAL CLEARANCE WHERE CLOSER THAN 10' OR AT SEWER/WATER CROSSINGS

DRAINAGE SWALE OR ADDITIONAL SHOULDER

[6] PRIVATE STREETS 50' MINIMUM R/W PUBLIC STREETS 60' MINIMUM R/W

[7] OR AS ESTABLISHED BY LOCAL WATER AGENCY

prepared for

Wasatch County

25 NORTH MAIN STREET
HEBER CITY, UTAH 84032
TELEPHONE (801) 654-3211

prepared by

FRANCIS SMITH ENGINEERING, INC.

AUGUST 1, 1996

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WASATCH COUNTY
STATE OF UTAH

25 North Main • Heber City, Utah 84032 • Phone (801) 654-3211

BOARD OF COUNTY COMMISSIONERS

KEITH D. JACOBSON T. LAREN PROVOST SHARRON J. WINTERTON

July 22, 1996

Wasatch County Commission
25 North Main Street
Heber City, Utah 84032

Gentlemen:

Attached hereto is the recommendation from the Wasatch County Planning Commission regarding the Telemark Park subdivision. The recommendation is in two parts: First, the motion which approved the recommendation and second, the Order itself.

Please note that the Planning Commission expressed grave concern and deep reservations about road abandonment and any annexation of Wasatch County by Park City. The recommended First Amended Findings and Order was not approved without a motion stating directly the Planning Commission's concern and opposition to this part of the application.

The Planning Commission asked that you consider these issues carefully before granting approval for this project.

At the special Wasatch County Planning Commission Meeting on June 26, 1996, the following motion was made regarding the Telemark Park proposal:

> T. LaRen Provost made a motion that we accept the density package for Telemark Park and that we oppose the annexation to Park City. Vicci Gappmayer amended the motion to state that the foregoing motion include that the Planning Commission also recommend that the Wasatch County Commission study and evaluate the road closure and that it be noted that

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the Planning Commission is not in favor of the road closure. Ernest T. Giles seconded the motion which passed unanimously.

Sincerely your,

Claude R. Hicken

Claude R. Hicken
Planning Commission Chairman

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CERTIFICATION OF PROCESS

Telemark Park Resort
First Amended Findings and Order of Density Determination

Pursuant to and in conformance with provisions of section 9-3 of the Wasatch County Development Code, the above-referenced Amended Density Determination came before the Wasatch County Planning Commission and Board of County Commissioners on the dates and pursuant to the notices and process described herein:

A. A joint public hearing before the Planning Commission and County Commission was held May 16, 1996, pursuant to notice published in *The Wasatch Wave* on April 17, May 8, and 15, 1996. Deliberations before the Planning Commission were continued to June 20 and 26, 1996.

B. On June 26, 1996, the Planning Commission unanimously voted to forward the proposed Amended Density Determination together with a statement of policy relative to certain issues as shown on the attached letter from the Planning Commission Chairman.

C. The Board of County Commissioners heard the recommendation of the Planning Commission on July 22, 1996, and unanimously adopted the Findings and Order of Amended Density Determination, a complete copy of which is attached hereto.

D. A true and complete copy of the First Amended Findings and Order of Amended Density Determination for Telemark Park Resort, as adopted by the Wasatch County Commission, was posted on August 5, 1996, at the Wasatch County Courthouse.

DATED this eighth day of August 1996.

Robert A. Mathis, AICP
Wasatch County Planner

Subscribed and sworn to before me this eighth day of August 1996.

Notary Public
My Commission Expires November 1, 1996

P.U. Telemark A...

WILMA L. ANDERSON
Notary Public
STATE OF UTAH
My Comm. Exp. Nov. 1, 1996

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Planning Commission
Staff Report

Subject: **2000 Meadows Drive**
Park Meadows Country Club Golf Course
Applications: **PL-23-05986 | PL-23-05893**
Author: **Jaron Ehlers**
Date: **April 24, 2024**
Type of Item: **Administrative - Modification to the Master Planned Development and Conditional Use Permit**

Recommendation

(I) Review the proposed Modification to the Park Meadows Master Planned Development and Conditional Use Permit for the construction of a 6,386-square-foot Maintenance Building, a 2,018-square-foot lean-to shed, and 20 parking spaces in the Recreation Open Space Zoning District, (II) hold a public hearing, and (III) consider approving the Modification subject to the Findings of Fact, Conclusions of Law, and Conditions of Approval in the Draft Final Action Letter (Exhibit A).

Description

Applicant:	Mike Councilman Jonathan DeGray, Applicant Representative
Location:	2000 Meadows Drive
Zoning District:	Recreation Open Space
Adjacent Land Uses:	Golf Course Residential
Reason for Review:	The Planning Commission reviews and takes Final Action on Master Planned Developments.[1] The Planning Commission reviews and takes Final Action on Conditional Use Permits.[2]

CUP	Conditional Use Permit
DRC	Development Review Committee
LMC	Land Management Code
MPD	Master Planned Development
PCFD	Park City Fire District
ROS	Recreation and Open Space

[1] LMC § 15-6-4 (H)
[2] LMC § 15-1-8

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

Summary

Location of Proposed Project at the Park Meadows Country Club Golf Course is designated by the red circle:



The maintenance yard of the Park Meadows Country Club Golf Course (2000 Meadows Drive) contains an existing maintenance building. The Applicant proposes to construct a second 6,386-square-foot Maintenance Building, a 2,018-square-foot lean-to-shed, and 20 parking spaces in the maintenance yard. According to the Applicant, the existing maintenance building can no longer accommodate the needs of the maintenance department. The proposed buildings provide additional work bays, office space, vehicle storage, repair areas, and storage for the club house.

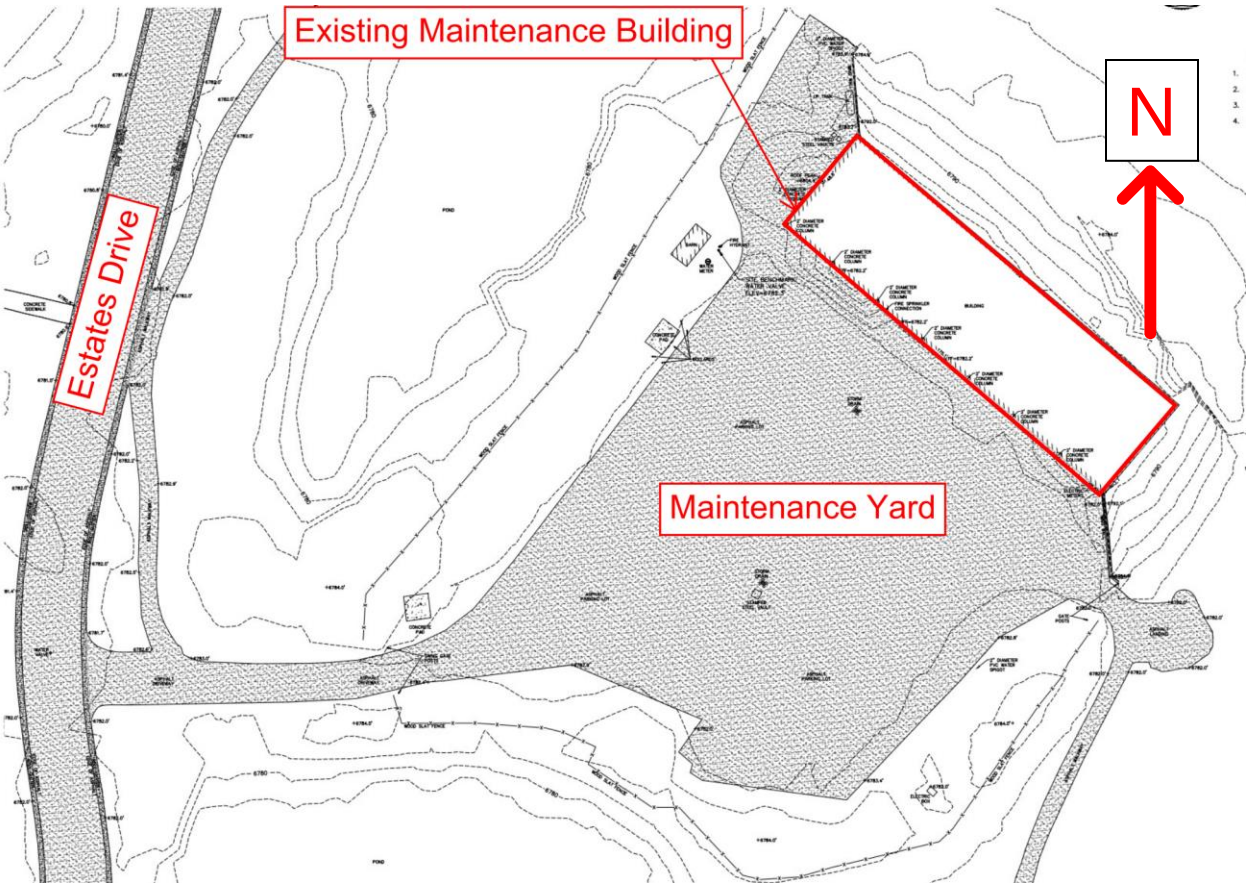
Location of Project Area compared to existing Clubhouse. The Clubhouse is outlined by the upper circle, and the project area by the lower circle:



Existing Maintenance Building:

The site contains an existing maintenance building that has a Building Footprint of 8,522 square feet. The Applicant does not propose to modify the maintenance building.

Survey of Existing Conditions



Proposed Maintenance Building:
The Applicant proposes a second 6,386-square-foot maintenance building. The new maintenance building is proposed to contain office space, lockers, showers, changing rooms, and a lunchroom for employees. Additionally, a three-bay attached garage for vehicle maintenance is proposed as a workspace for repairing and maintaining golf course equipment.

Proposed lean-to shed:
The Applicant proposes a 2,018-square-foot lean-to shed to be located across the maintenance yard to the west of the new maintenance building. The shed is proposed to be an open-air structure for parking maintenance vehicles.

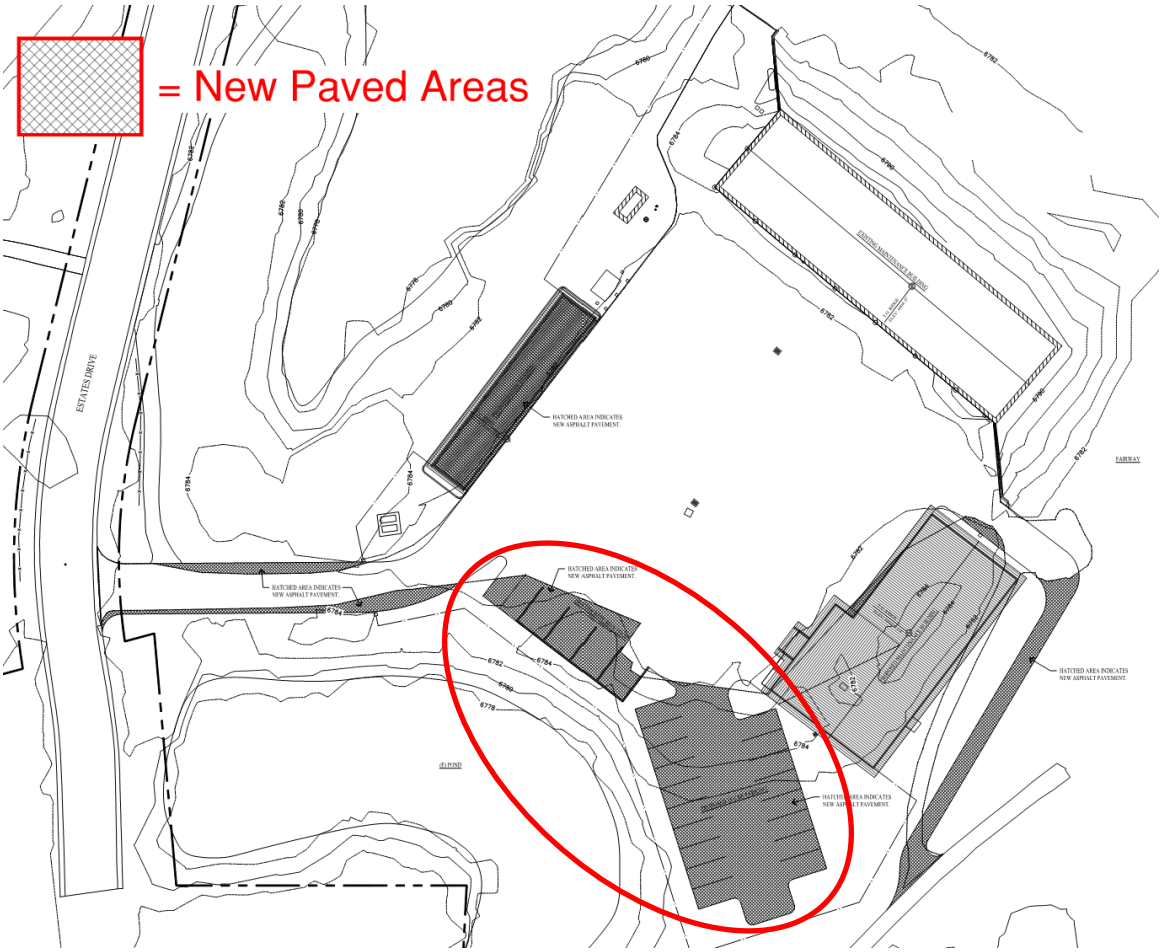
Rendering of Proposal



<u>New Parking Area:</u>
The existing maintenance yard has a paved area of 44,419 square feet. To accommodate the additions, the Applicant proposes to remove 1,427 square feet of pavement for the new buildings and add 10,744 square feet of pavement for an employee parking area with 20 spaces. The proposal increases the total paved area to 55,163 square feet, a 24% increase of impervious surface.

According to the Applicant, employees currently park in the middle or on the perimeter of the maintenance yard, which hinders the circulation and movement of maintenance vehicles and operations. The proposal intends to improve vehicle circulation by separating employee parking and maintenance vehicles. There is existing Soil Storage which will be located near the new parking.

Proposed Paved Areas (outlined by red oval)



Background

The Park Meadows Master Planned Development (MPD) encompasses the golf course and numerous residential subdivisions. On March 15, 1973, the City Council approved the Holiday Ranch Annexation, the boundaries within which the Park Meadows Golf Course primarily exists. On August 28, 1975, a Declaration of Restrictive Covenants was recorded with Summit County (Exhibit F), which placed the following conditions on any development:

> I) A maximum of 1600 Residential Units would be allowed within the property,
>
> II) a portion of the property was restricted to only be utilized for “construction, maintenance and operation of a golf course, golf clubhouse and related improvements and facilities.”

The recorded document was “executed at the request of and for the benefit of the Park City Municipal Corporation and may be enforced by Park City Municipal Corporation.”

On September 29, 1980, the 1975 Restrictive Covenants were released due to additional open space being added to the Park Meadows Golf Course. A new restrictive

covenant was then recorded (Exhibit G). The language from the 1975 Restrictive Covenants used to restrict what could be built on the Park Meadows Golf Course was carried over to the updated 1980 covenant. The addition of the open space was authorized by the City Council on August 16, 1979 (minutes are attached to the recorded document) and the release and recording of the new Restrictive Covenant was signed by the Mayor.

On May 8, 1981, an Amendment to the 1980 Restrictive Covenant was recorded (Exhibit H) in order to correct errors in the legal description. The legal description was the only portion amended, and the document makes clear the open space restrictions for the Park Meadows Golf Course remain in effect. The Restrictive Covenants have not been amended since 1981.

In July of 1982, Park Meadows submitted a Planned Unit Development (PUD) Master Plan Update (Exhibit B).

The submittal included a document which displayed the unit density approved as part of the 1982 MPD:

Park Meadows MPD
Original Approved
Density vs.
Actually Built

1983 MPD Parcel	Min # of App. Units	Max # of App. Units	# Units Actually Built	Actual Subdivision Name
Park Meadows 1	87	87	87	Park Meadows 1
Park Meadows 2	86	86	86	Park Meadows 2
Park Meadows 3	43	43	44	Park Meadows 3
Park Meadows 4	34	34	50	Risner Ridge I
Park Meadows 5	94	94	94	Park Meadows 5
Park Meadows 6A	35	35	35	Sunny Slopes
Park Meadows 6B	39	39	39	Fairway Hills I
Park Meadows 6C	37	37	37	Fairway Hills II
Interior Parcel #1	11	11	11	Broken Spoke
Interior Parcel #2 South	60	70	37	Meadows Estates 1A
Interior Parcel #2 North	65	75	18	Meadows Estates 1B
Interior Parcel #3	18	18	18	Lake View Cottages
Interior Parcel #4	50	60	15	Gleneagles
Interior Parcel #5	100	120	74	Four Lakes I, II & III
Interior Parcel #6	90	110	69	Fairway Meadows
Interior Parcel #7	26	26	18	Risner Ridge II
Racquet Club	182	182	182	Racquet Club
Fairway Village	72	72	72	Fairway Village I & II
Club House Villas	8	8	0	
Overview Village	48	68	41	Westridge
Funicular Village	90	100	0	
Quarry Mountain #1 & 3	170	200	63	Eagle Pointe I, II & III
Quarry Mountain #2	18	36	19	Eagle Pointe IV
Hotel Site	300	300	115	East Cove
Totals	1763	1911	1224	

The MPD encompasses the golf course and numerous residential subdivisions, from Park Meadows 1-6A, Gleneagles, Four Lakes, Fairway Meadows, Meadows Estates, Racquet Club, amongst others. As the MPD was built out, the residential subdivisions were platted and density (lots) were assigned. The area of the MPD has been platted in

total, except for the Golf Course which exists as a metes-and-bounds parcel.

On June 5, 1992, the Community Development Director sent a letter determining that the construction of the Clubhouse was a permitted use and "does not require a conditional use approval," (Exhibit I).

On October 14, 1996, in response to a request for a zoning certification, the Assistant City Attorney sent a letter determining that no additional approvals would be needed to convert the Golf Course to a private, members only golf course. It was also determined that any old approvals for any unbuilt structures or density would be expired and so "any new structures or expansion of the existing Golf Course would have to go through a permit process," (Exhibit J).

On December 16, 1998, the Planning Commission approved a Conditional Use Permit (CUP) allowing the construction of a swimming pool and fitness center, amending the MPD (Exhibit C).

On June 14, 2006, the Planning Commission considered an application that included a request to rezone a portion of the Golf Course to construct residences. Staff determined the density allocated by the MPD had all been used and neighbors were concerned about an increase in density (PL-05-0242). While no motion was taken, the Commission voiced strong concerns about the proposal (Exhibit D).

On February 14, 2024, the Planning Commission held a work session to consider the current proposal for a CUP and Modification of the MPD (Staff Report | Minutes). The Commission voiced support for the additional density that would be approved under this proposal, subject to the results of the US Army Corps of Engineers (Army Corps) Determination and the requested Waiver from the Affordable Housing Obligation.

On February 28, 2024, the Army Corps sent a letter to the applicant determining that a permit from the Army Corps would not be required for this proposal (Exhibit L).

On April 4, 2024, the Park City Housing Authority held a public hearing and approved the Applicant's requested waiver from the Affordable Housing Obligation (Staff Report | Recording).

Analysis

(I) The proposal meets the standards of the Park Meadows MPD and the Master Planned Development Criteria outlined in LMC Chapter 15-6.

When considering Modifications to an MPD, the Planning Commission considers the criteria outlined in LMC § 15-6-5:

MPD Review Criteria	Analysis of Proposal

Density	**No Mitigation Required:** The 1982 MPD did not allocated specific density units to the Golf Course. There are no specific limitations in prior approvals governing what accessory structures can be built to support the Club House. The only restriction is what is imposed by the LMC. The ROS Zoning District allows Golf Courses and accessory uses. The proposed maintenance building, lean-to shed, and parking area are accessory uses to the Golf Course necessary to support its functions.
Traffic	**No Mitigation Required:** The Traffic Impact Study Guidelines adopted by the Planning Commission outline the following: *"a transportation impact study is required when a proposed development or redevelopment will generate 25 or more net new vehicle trips during the weekday AM or PM peak hour or other analysis hour at the discretion of Park City staff."* Depending on the season, the maintenance yard is accessed by 5-20 employees daily. No increase in employees is proposed and therefore, there will not be enough new trips generated to require a Traffic Impact Study.
Parking	**Conditions of Approval Recommended:**

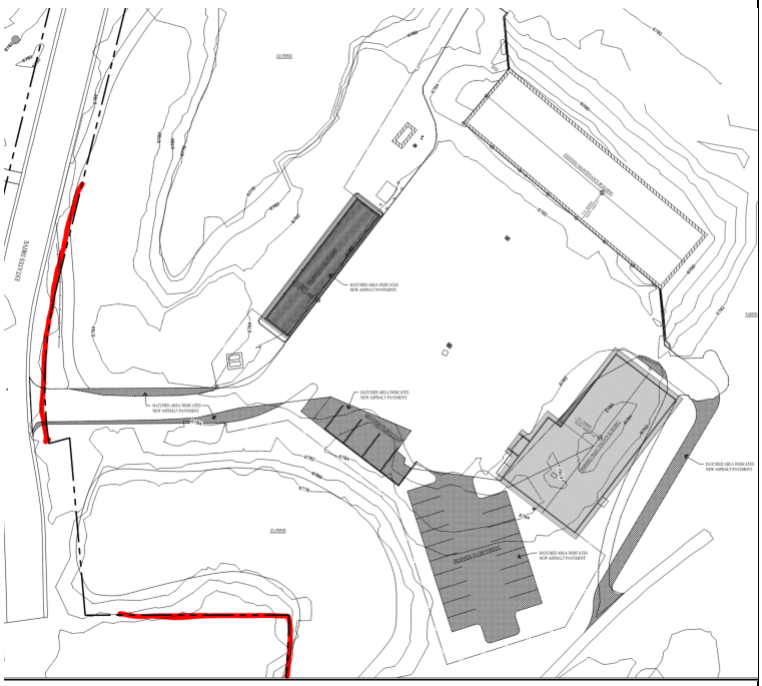
Proposed Site Plan



As mentioned earlier, depending on the season, the existing maintenance yard is accessed by 5-20 employees daily. There are currently no formal parking spaces on site for existing employees. The applicant proposes to create a Parking Area with 20 Parking Spaces. According to the Applicant, the additional spaces will reduce the conflict between parked cars and equipment activity within the maintenance yard.

Staff Recommends Conditions of Approval 13, 14, &15:

- Parking Spaces must be at least nine feet (9') wide by eighteen feet (18') long as required by LMC § 15-3-3(F).
- All bicycle parking, both Enclosed Storage and Exterior Bike Racks, must comply with LMC § 15-3-9.
- The Outdoor Parking Area must contain Electric Vehicle Charging Station Conduit and Electric Vehicle Charging Station installations

	as required by LMC § 15-3-11.
Setbacks	**Condition of Approval Recommended:** Per LMC §15-6-5(C): "*The minimum Setback around the exterior boundary of a Master Planned Development shall be twenty-five feet (25') for Parcels greater than two (2) acres.*" **Complies:** 2000 Meadows Drive (PCA-2-2100-A-9) is a 180.09-acre parcel. The property lines nearest to the existing maintenance yard are those that border Estates Drive, directly to the east and southeast of the maintenance yard. The existing maintenance building is 240 feet from the nearest property line that borders Estates Drive. The proposed shed is 140-feet from the nearest property line that borders Estates Drive. The proposed maintenance building is 310 feet from the nearest property line. The proposed parking area is 102 feet from the nearest property line. *Site Plan*  Construction within the Setbacks is not proposed as part of this application. Staff Recommended Condition of Approval 5: No construction activity is proposed or approved

	within the required 25-foot Front, Rear, and Side Setbacks.
Useable Open Space	**No Mitigation Required:** MPDs require 60% Open Space under LMC § 15-6-5(D). 2000 Meadows Drive (PCA-2-2100-A-9) is a 180.09-acre parcel. The proposal increases the total paved area and reduces Open Space by 12,171 square feet, or 0.28 acres. The majority of the site remains Open Space.
Building Height	**No Mitigation Required:** LMC § 15-6-5(F) requires buildings subject to an MPD to meet the Building Height requirements outlined in the Zoning District the MPD is located in. For Recreation and Open Space, LMC § 15-2.8-4 states: *"No Structure may be erected to a height greater than twenty-eight feet (28') from Existing Grade. This is the Zone Height".* **Complies:** The existing maintenance building is 20'-5" tall at the highest point. The second maintenance building is proposed to be 20'-9 ¼" tall. The lean-to shed is proposed to be 17'- 7 ¾" tall at the highest point.
Site Planning	**Condition of Approval Recommended:** LMC § 15-6-5(G) requires that *"A Master Planned Development shall be designed to take into consideration the characteristics of the Site upon which it is proposed to be placed. The project should be designed to fit the Site, not the Site modified to fit the project."* The proposed plans will see an expansion in the area that is disturbed on the site, but it remains clustered around the disturbance created by the existing Maintenance Building and access road. To ensure this and maintain visual continuity with the existing structure. Staff recommends Condition of Approval 1: Prior to the issuance of a building permit, Planning Staff shall review final plans for consistency with

	plans reviewed by the Planning Commission on April 24, 2024.
Landscaping and Lighting	**Conditions of Approval Recommended:** The applicant submitted a proposed landscaping plan (EXHIBIT E), it is compliant with LMC § 15-5-5(N) (water wise landscaping) and the Municipal Code of Park City Chapter 11-21, Utah Wildlife-Urban Interface Code. Staff Recommends Condition of Approval 6 & 7: • Existing vegetation shall be preserved and protected during construction. The Applicant shall submit a vegetation protection plan for Planning approval prior to building permit issuance. • Any modifications to the approved landscape plan shall be submitted to the Planning Department to ensure compliance with LMC Section 15-5-5(N) Water Wise Landscaping, and Park City Municipal Code 11-21, Utah Wildland-Urban Interface Code. **Condition of Approval Recommended:** Staff Recommends Condition of Approval 8: • Exterior lighting shall comply with LMC Section 15-5-5(J) and shall be fully shielded and down directed with light bulbs that are 3,000 degrees Kelvin or less. New lighting details shall be reviewed by Planning Staff prior to installation.
Sensitive Land Analysis	**Condition of Approval Recommended:** While part of the Golf Course is located within the Sensitive Land Overlay (SLO), the actual portion of the parcel subject to the Application is not within the SLO. Located south-west of the lot is a pond. Considering the proximity of proposed construction, the Engineering Department requested Army Corps of Engineer review. On February 28, 2024, the Army Corps sent a letter stating they had determined that the Applicant

	wouldn't need a permit from the Army Corps for the proposed construction. The letter did state that "(i)f future plans would result in a change to the design or construction methods of proposed action, we recommend you contact our office for a new determination." <u>Staff Recommends Condition of Approval 12:</u> If the Applicant proposes a modification or new development on site, the Applicant shall provide written approval from the Army Corps of Engineers regarding the proximity of the proposed construction to the neighboring ponds.
Employee/Affordable Housing	***Analysis of the Affordable Housing Obligation is located below this table****
Child Care	**No Mitigation Required:** No Child Care facility is proposed as part of this Application, nor will there be an increase in demand as the number of employees will not increase.
Mine Hazards	**No Mitigation Required:** There are no known Mine Hazards located on the site.
Historic Mine Waste Mitigation	**No Mitigation Required:** The site is not located in the Park City Soils Ordinance Boundary.
Reviewed for Consistency with the Goals and Objectives of the Park City General Plan	**No Mitigation Required:** The proposal does not compromise the key characteristics of the Park Meadows neighborhood, Neighborhood 2 of the General Plan. The Golf Course is listed in the General Plan as a community amenity, and the proposal will not change the character of that amenity considering it is intended for maintenance and employee use. The General Plan also requires that there should be "careful mitigation of negative impacts such as traffic, lighting, and compatibility."[3] These concerns are minimal in this application and are proposed to be mitigated through Conditions of Approval.
Historic Sites	**No Mitigation Required:** There are no Historic Sites located on the site.

[3] Park City General Plan, Vol 2, P. 159

Land Management Code Review	*Further Analysis for LMC Compliance is included in Analysis II (ROS Zone) and III (CUP Criteria)**
Employee/Affordable Housing Analysis:	
Waiver Granted LMC § 15-6-5(J) requires the applicant submit "a housing mitigation plan that addresses employee Affordable Housing required by the adopted housing resolution in effect at the time of a complete Application." Resolution 05-2021 Section 12(A) states "Developments, which received development plan approvals prior to the adoption of this housing resolution, shall conform to the provisions of the resolution in place at the time of applicable complete application. Any modifications to an existing Development Agreement that results in an increase in housing units or employee generation shall be subject to the provisions of this Resolution." While there is not a Development Agreement governing the Park Meadows MPD, it is a "Development, which received development plan approvals prior to the adoption" of the resolution. As such, the Applicant is required to submit a housing mitigation plan for a recommendation by the Planning Commission to the Park City Housing Authority. The Applicant requested a waiver from the Affordable Housing Obligation and on April 4, 2024, the Park City Housing Authority (City Council) granted that waiver (Staff Report | Recording).	

When approving Modifications to MPDs, the Commission is required by LMC § 15-6-6 to make the following Findings of Fact and Conclusions of Law:

1. complies with all requirements of the Land Management Code;
2. meets the minimum requirements of Section 15-6-5;
3. provides the highest value of Open Space, as determined by the Planning Commission;
4. strengthens and enhances the resort character of Park City;
5. compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
6. is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where appropriate, and protects residential neighborhoods and Uses;
7. provides amenities to the community so that there is no net loss of community amenities;
8. is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time staff determined the Application to be complete;

9. meets the Sensitive Lands requirements of the Land Management Code and is designed to place Development on the most developable land and least visually obtrusive portions of the Site;
10. promotes the Use of non-vehicular forms of transportation through design and by providing trail connections;
11. was noticed and the Planning Commission held a public hearing in accordance with this Chapter;
12. incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application;
13. addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies;
14. addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance;
15. addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan;
16. addresses and mitigates traffic.

(II) The proposal, as conditioned, complies with the Recreation Open Space Zoning District Requirements.

2000 Meadows Drive is within the ROS Zoning District. Per the LMC, Accessory Buildings greater than 600 square-feet and Parking Areas with five (5) or more spaces are Conditional Uses within the ROS Zoning District. [4]

LMC § 15-2.7-1 describes the purpose of the ROS Zoning District as:

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, and
4. preserve and enhance environmentally sensitive lands, such as wetlands, Steep Slopes, ridge lines, meadows, stream corridors, and forests.
5. encourage sustainability, conservation, and renewable energy.

See Analysis Section III for CUP Criteria

The following table analyzes the proposal in relation to the Building Height and Lot and Site Requirements of the ROS Zoning District.

[4] LMC § 15-2.7-2 (C)

Front, Side and Rear Setbacks

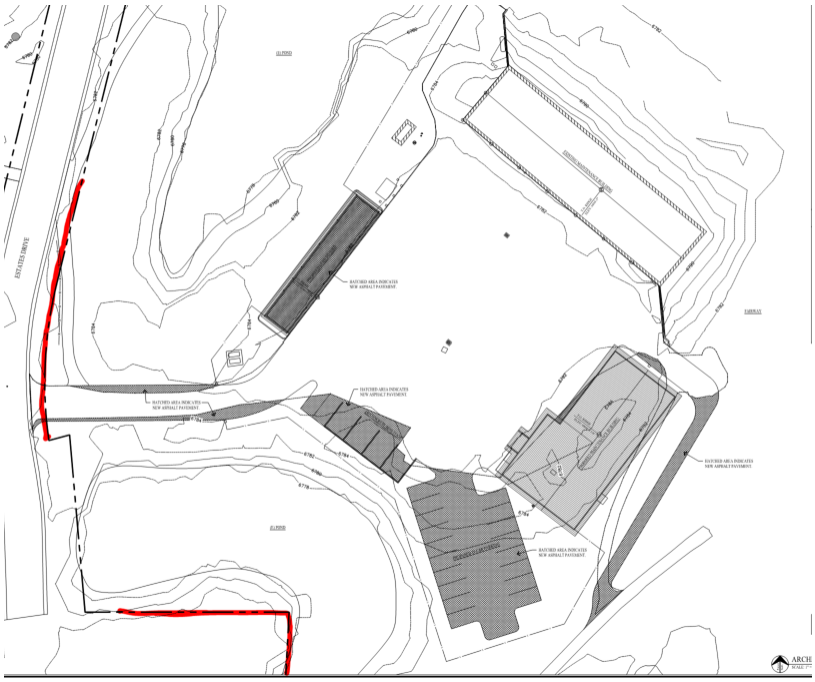
Per LMC §15-2.7-3: "*All Structures must be no less than twenty-five feet (25') from the boundary line of the Lot, district or public Right-of-Way".* This is the same size of Setbacks as is required under the MPD in LMC § 15-6-5(C).

Complies:

2000 Meadows Drive (PCA-2-2100-A-9) is a 180.09-acre parcel. The property lines nearest to the existing maintenance yard are those that border Estates Drive, directly to the east and southeast of the maintenance yard.

The existing maintenance building is 240 feet from the nearest property line that borders Estates Drive. The proposed shed is 140 feet from the nearest property line that borders Estates Drive. The proposed maintenance building is 310 feet from the nearest property line. The proposed parking area is 102 feet from the nearest property line.

Site Plan



Per LMC §15-2.7-3(A): *"Fences, walls, stairs, paths, trails, sidewalks, patios, driveways, Ancillary Structures, approved Parking Areas, and Screened mechanical and utility equipment are allowed as exceptions in the Front, Side and Rear Setbacks"*

Construction within the Setbacks is not proposed as part of this application.

Staff Recommends Condition of Approval 5:

No construction activity is proposed or approved within the required 25-foot Front, Rear, and Side Setbacks.

Building Height

Per LMC §15-2.7-4:*"No Structure No Structure may be erected to a height greater*

than twenty-eight feet (28') from Existing Grade. This is the Zone Height".

Complies: The existing maintenance building is 20'-5" tall at the height point. The maintenance building is proposed to be 20'-9 ¼" tall. The shed is proposed to be 17'-7 ¾" tall at the highest point.

(III) The proposal, as conditioned, complies with Conditional Use Permit Requirements outlined in LMC Section 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 evaluates all proposed Conditional Uses and may recommend conditions of approval to preserve the character of the zone, and to mitigate potential adverse effects of the Conditional Use.

The City must review all proposed Conditional Uses according to the following criteria, unless a subsequent provision of this LMC specifically sets forth an administrative approval process for a specific Conditional Use, in which case that section shall control.

CUP Review Criteria	**Analysis of Proposal**
Size and Location of the Site	**No Mitigation Required:** This is a 55,163 square feet site. There is an existing maintenance building on site that has an area of 8,522 square-feet. The proposed maintenance building will have an area of 6,386 square feet and the new lean-to shed will have an area of 2,018 square feet. The combined area of the proposed structures is 8,404 square-feet, which is slightly less than the area of the existing maintenance building. The existing maintenance building, along with the proposed maintenance building and shed, comply with the setback and height requirements of the ROS Zoning District.
Traffic	**See Traffic Section of Analysis I table**
Emergency Vehicle Access	**No Mitigation Required:** The Park City Fire District (PCFD) reviewed this application on November 7, 2023. PCFD does not

	require Conditions of Approval.
Parking	**See Parking Section of Analysis I table**
Internal Vehicular and Pedestrian Circulation System	**No Mitigation Required:** The proposed construction will not impact existing circulation. Access to the maintenance yard is currently achieved from Estates Drive. The proposal will not change how vehicular or pedestrian access is achieved.
Fencing, Screening, and Landscaping	**Conditions of Approval Recommended:** The proposed landscape plan will add 28 Colorado Blue Sprue trees, 16 Aspen trees, and 12,032 square-feet of native grass seed mix. 20 Evergreen trees, 11 Cottonwood trees, and six Aspen trees will remain on the north and northwestern perimeter of the maintenance yard. No plantings are proposed to be removed, and native grasses are proposed to be replaced with equivalency. The proposal also calls for a six-foot tall wood fence that will extend along the southern perimeter of the proposed maintenance building and parking area. <u>Staff Recommends Conditions of Approval 6 & 7:</u> • Existing vegetation shall be preserved and protected during construction. The Applicant shall submit a vegetation protection plan for Planning approval prior to building permit issuance. The landscape plan is subject to LMC Section 15-5-5(N) *Water Wise Landscaping,* and Park City Municipal Code 11-21, *Utah Wildland-Urban Interface Code*. Any Irrigation must be water wise compliant with LMC Section 15-5-5(N) *Water Wise Landscaping* and needs a watersense/smart label. • Any modifications to the approved landscape plan shall be submitted to the Planning Department to ensure compliance with LMC Section 15-5-5(N) Water Wise Landscaping, and Park City Municipal Code 11-21, Utah Wildland-Urban Interface Code., and Park

	City Municipal Code 11-21, *Utah Wildland-Urban Interface Code*.
Building Mass, Bulk, and Orientation	**No Mitigation Required:** The proposed maintenance building and shed will mimic the design and appearance of the existing maintenance building. The parking area will be shielded from neighboring residences with fencing and landscaping.
Useable Open Space	**See Open Space Section of the Analysis I table**
Signs and Lighting	**See Lighting and Landscaping Section of the Analysis I table**

Physical Design and Compatibility with Surrounding Structures

Conditions of Approval Recommended:

The proposal will not impede any ridgelines. The LMC defines the Park Meadows Country Club Clubhouse as a Vantage Point.[5] The existing Maintenance Building is slightly visible but mostly shielded from the clubhouse.

View of Maintenance Yard from PMGC Clubhouse - Image from Google Street View



[5] LMC § 15-5-1

View of Clubhouse from the Maintenance Yard - Exhibit #



The proposed structures will complement the design of the existing maintenance building.

The siding for the new maintenance building will be comprised of horizontal cedar and pre-cast concrete blocks. The roofing material will be *Presidential TL* shingles.

The siding materials for the new shed will be corrugated metal and the roofing material will be *Presidential TL* shingles.

<u>Staff recommends Conditions of Approval 8, 9, and 2:</u>

- Building materials shall comply with LMC Section 15-5-5, which states that each building facade may have a maximum of three different types of materials, stone siding must be natural, metal siding shall be non-reflective.

- Roofing materials shall comply with LMC Section 15-5-5(E), which states all roofing materials shall be natural earth toned in color and shall have a Solar Reflective Index of 35 or less.

- Final building plans and construction details shall reflect substantial compliance with the plans dated October 20, 2023, and approved by the Planning Commission on April 24, 2024.

Noise, Vibration, Odors, Stream, or Other Mechanical Factors	**No Mitigation Required:** The existing maintenance yard is currently used for the storage and maintenance of vehicles and equipment that support the Park Meadows Golf Course. The new buildings will allow for maintenance activities to take place indoors.

Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas	**No Mitigation Required:** The proposed maintenance building, shed, landscaping, and fencing will further shield the existing maintenance yard and its uses from the adjoining residential neighbors.
Expected Ownership and Management	**No Mitigation Required:** The facilities are proposed to remain private in association with the Use of the Park Meadows Country Club. Current operations are from 4:30am till 5pm seasonally. The proposal will not modify the existing hours of operation.
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	**Conditions of Approval Recommended:** There are no Steep Slopes located on or near the proposed site and the site is not located within the Sensitive Lands Overlay or Park City Soils Ordinance. <u>Staff Recommends Conditions of Approval 11 & 12:</u> • The Applicant shall provide an updated Storm water management to the Engineering Department prior to issuance of a Building Permit. • If the Applicant proposes a modification or new development on site, the Applicant shall provide written approval from the Army Corps of Engineers which permits the proximity of the proposed construction to the neighboring
Reviewed for Consistency with the Goals and Objectives of the Park City General Plan	**See General Plan Section of Analysis I table**

(IV) The Development Review Committee met on November 7, 2023, and provided feedback which was incorporated into the required Conditions of Approval[6].

Department Review

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

[6] 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 April 10, 2024. Staff mailed courtesy notice to property owners within 300 feet on April 10, 2024. The *Park Record* published notice on April 10, 2024.[7]

Public Input

Staff have received public input which has been attached as Exhibit K.

Alternatives

- The Planning Commission may approve the Modification and Conditional Use Permit; or
- The Planning Commission may deny the Modification and Conditional Use Permit and direct staff to make Findings of Denial; or
- The Planning Commission may request additional information and continue discussion to May 8, 2024.

Exhibits

Exhibit A: Draft Final Action Letter
Exhibit B: 1982 PUD Update
Exhibit C: 1998 CUP Approval
Exhibit D: June 14, 2006, Planning Commission Minutes
Exhibit E: October 20, 2023, Submitted Plans
Exhibit F: 1975 Restrictive Covenant
Exhibit G: 1980 Restrictive Covenant
Exhibit H: 1981 Amendment to the Restrictive Covenant
Exhibit I: June 5, 1992, Community Development Director
Exhibit J: October 14, 1996, Assistant City Attorney Letter
Exhibit K: Received Public Input
Exhibit L: February 28, 2024, Army Corps Letter

[7] LMC § 15-1-21

Planning Department

April 24, 2024

Mike Councilman
PO Box 680430
Park City, UT 84060

CC: Park Meadows Golf Club

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	2000 Meadows Drive
Zoning District:	Recreation Open Space (ROS)
Application:	Conditional Use Permit & MPD Modification
Project Number:	PL-23-05893 (CUP) PL-23-05986 (Modification)
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	April 24, 2024
Project Summary:	The Applicant is seeking approval for the construction of a new maintenance building, lean-to shed, and parking area at the maintenance yard of the Park Meadows Country Club Golf Course.

Action Taken

On April 24, 2024, the Planning Commission conducted a public hearing and approved the Conditional Use Permit and Master Planned Development Modification Applications according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. The Site is located at 2000 Meadows Drive.
2. The Site is located within the Recreation Open Space (ROS) Zoning District.

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3. The Site is part of the Park Meadows Master Planned Development (MPD).
4. The Site is currently used as a maintenance yard for the Park Meadows Golf Course.
5. The Applicant proposes to construct a 6,386-square-foot Maintenance Building, a 2,018-square-foot lean-to shed, and a Parking Area with 20 spaces.
6. The Applicant proposes to increase the total paved area of the maintenance yard from 44,419 square-feet to 55,163 square-feet.
7. On March 15, 1973, the City Council approved the Holiday Ranch Annexation, the boundaries within which the Park Meadows Golf Course primarily exists.
8. On August 28, 1975, a Declaration of Restrictive Covenants was recorded with Summit County, which placed the following conditions on any development:
    a. A maximum of 1600 Residential Units would be allowed within the property;
    b. a portion of the property was restricted to only be utilized for “construction, maintenance and operation of a golf course, golf clubhouse and related improvements and facilities.”
9. The recorded document was “executed at the request of and for the benefit of the Park City Municipal Corporation and may be enforced by Park City Municipal Corporation.”
10. On September 29, 1980, the 1975 Restrictive Covenants were released due to additional open space being added to the Park Meadows Golf Course. A new restrictive covenant was then recorded. The language from the 1975 Restrictive Covenants used to restrict what could be built on the Park Meadows Golf Course was carried over to the updated 1980 covenant. The addition of the open space was authorized by the City Council on August 16, 1979 (minutes are attached to the recorded document) and the release and recording of the new Restrictive Covenant was signed by the Mayor.
11. On May 8, 1981, an Amendment to the 1980 Restrictive Covenant was recorded to correct errors in the legal description. The legal description was the only portion amended, and the document makes clear the open space restrictions for the Park Meadows Golf Course remain in effect. The Restrictive Covenants have not been amended since 1981.
12. In July of 1982, Park Meadows submitted a Planned Unit Development (PUD) Master Plan Update.
13. The MPD encompasses the golf course and numerous residential subdivisions, from Park Meadows 1-6A, Gleneagles, Four Lakes, Fairway Meadows, Meadows

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Estates, Racquet Club, amongst others. As the MPD was built out, the residential subdivisions were platted and density (lots) were assigned. The area of the MPD has been platted in total, except for the Golf Course which exists as a metes-and-bounds parcel.

14. On June 5, 1992, the Community Development Director sent a letter determining that the construction of the Clubhouse was a permitted use and "does not require a conditional use approval."
15. On October 14, 1996, in response to a request for a zoning certification, the Assistant City Attorney sent a letter determining that no additional approvals would be needed to convert the Golf Course to a private, members only golf course. It was also determined that any old approvals for any unbuilt structures or density would be expired and so "any new structures or expansion of the existing Golf Course would have to go through a permit process."
16. On December 16, 1998, the Planning Commission approved a Conditional Use Permit (CUP) allowing the construction of a swimming pool and fitness center, amending the MPD.
17. On June 14, 2006, the Planning Commission considered an application that included a request to rezone a portion of the Golf Course to construct residences. Staff determined the density allocated by the MPD had all been used and neighbors were concerned about an increase in density (PL-05-0242). While no motion was taken, the Commission voiced strong concerns about the proposal.
18. On November 7, 2023, the Application was reviewed by the Development Review Committee.
19. On March 1, 2024, the Applicant was issued a complete application notice for the applications for a Conditional Use Permit and a Modification to the Park Meadows Master Planned Development.
20. On February 14, 2024, the Planning Commission held a work session to consider the current proposal for a CUP and Modification of the MPD. The Commission voiced support for the additional density that would be approved under this proposal, subject to the results of the US Army Corps of Engineers (Army Corps) Determination and the requested Waiver from the Affordable Housing Obligation.
21. On February 28, 2024, the Army Corps sent a letter to the applicant determining that a permit from the Army Corps would not be required for this proposal.

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22. On April 4, 2024, the Park City Housing Authority held a public hearing and approved the Applicant's requested waiver from the Affordable Housing Obligation.
23. The proposal requires a modification to the existing Park Meadows Master Planned Development.
24. Staff published notice on the City's website and posted notice to the property on April 10, 2024.
25. Staff mailed courtesy to property owners within 300 feet on April 10, 2024.
26. The *Park Record* published notice on April 10, 2024.

Recreation and Open Space Zoning District Requirements

27. The proposal, as conditioned, complies with the Recreation Open Space Zoning District Requirements.
    a. 2000 Meadows Drive is within the ROS Zoning District. Per the LMC, Accessory Buildings greater than 600 square-feet and Parking Areas with five (5) or more spaces are Conditional Uses within the ROS Zoning District.
    b. The following table analyzes the proposal in relation to the Building Height and Lot and Site Requirements of the ROS Zoning District

Front, Side and Rear Setbacks
Per LMC §15-2.7-3: "*All Structures must be no less than twenty-five feet (25') from the boundary line of the Lot, district or public Right-of-Way".* This is the same size of Setbacks as is required under the MPD in LMC § 15-6-5(C). 2000 Meadows Drive (PCA-2-2100-A-9) is a 180.09-acre parcel. The property lines nearest to the existing maintenance yard are those that border Estates Drive, directly to the east and southeast of the maintenance yard. The existing maintenance building is 240 feet from the nearest property line that borders Estates Drive. The proposed shed is 140 feet from the nearest property line that borders Estates Drive. The proposed maintenance building is 310 feet from the nearest property line. The proposed parking area is 102 feet from the nearest property line. Per LMC §15-2.7-3(A): *"Fences, walls, stairs, paths, trails, sidewalks, patios, driveways, Ancillary Structures, approved Parking Areas, and Screened mechanical and utility equipment are allowed as exceptions in the Front, Side and Rear Setbacks"*

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Construction within the Setbacks is not proposed as part of this application.
Building Height
Per LMC §15-2.7-4:*"No Structure No Structure may be erected to a height greater than twenty-eight feet (28') from Existing Grade. This is the Zone Height".* **Complies:** The existing maintenance building is 20'-5" tall at the height point. The maintenance building is proposed to be 20'-9 ¼" tall. The shed is proposed to be 17'-7 ¾" tall at the highest point.

Conditional Use Permit Requirements

28. The proposal, as conditioned, complies with Conditional Use Permit Requirements outlined in LMC Section 15-1-10(E).
29. The Analysis of the Conditional Use Permit Requirements are outlined in the following table:

CUP Review Criteria	Analysis of Proposal
Size and Location of the Site	**No Mitigation Required:** This is a 55,163 square feet site. There is an existing maintenance building on site that has an area of 8,522 square-feet. The proposed maintenance building will have an area of 6,386 square feet and the new lean-to shed will have an area of 2,018 square feet. The combined area of the proposed structures is 8,404 square-feet, which is slightly less than the area of the existing maintenance building. The existing maintenance building, along with the proposed maintenance building and shed, comply with the setback and height requirements of the ROS Zoning District.
Traffic	**No Mitigation Required:** The Traffic Impact Study Guidelines adopted by the Planning Commission outline the following: *"a transportation impact study is required when a*

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	proposed development or redevelopment will generate 25 or more net new vehicle trips during the weekday AM or PM peak hour or other analysis hour at the discretion of Park City staff." Depending on the season, the maintenance yard is accessed by 5-20 employees daily. No increase in employees is proposed and therefore, there will not be enough new trips generated to require a Traffic Impact Study.
Emergency Vehicle Access	**No Mitigation Required:** The Park City Fire District (PCFD) reviewed this application on November 7, 2023. PCFD does not require Conditions of Approval.
Parking	**See Conditions of Approval 13, 14, & 15** As mentioned earlier, depending on the season, the existing maintenance yard is accessed by 5-20 employees daily. There are currently no formal parking spaces on site for existing employees. The applicant proposes to create a Parking Area with 20 Parking Spaces. According to the Applicant, the additional spaces will reduce the conflict between parked cars and equipment activity within the maintenance yard.
Internal Vehicular and Pedestrian Circulation System	**No Mitigation Required:** The proposed construction will not impact existing circulation. Access to the maintenance yard is currently achieved from Estates Drive. The proposal will not change how vehicular or pedestrian access is achieved.
Fencing, Screening, and Landscaping	**See Conditions of Approval 6 & 7** The proposed landscape plan will add 28 Colorado Blue Sprue trees, 16 Aspen trees, and 12,032 square-feet of native grass seed mix. 20 Evergreen trees, 11 Cottonwood trees, and six Aspen trees will remain on the north and northwestern perimeter of the maintenance yard. No plantings are proposed to be removed, and

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	native grasses are proposed to be replaced with equivalency. The proposal also calls for a six-foot tall wood fence that will extend along the southern perimeter of the proposed maintenance building and parking area.
Building Mass, Bulk, and Orientation	**No Mitigation Required:** The proposed maintenance building and shed will mimic the design and appearance of the existing maintenance building. The parking area will be shielded from neighboring residences with fencing and landscaping.
Useable Open Space	**No Mitigation Required:** MPDs require 60% Open Space under LMC § 15-6-5(D). 2000 Meadows Drive (PCA-2-2100-A-9) is a 180.09-acre parcel. The proposal increases the total paved area and reduces Open Space by 12,171 square feet, or 0.28 acres. The majority of the site remains Open Space
Signs and Lighting	**See Condition of Approval Recommended 5** Per the proposed plans, no exterior lighting is proposed. Neither are Signs.

Physical Design and Compatibility with Surrounding Structures

See Conditions of Approval Recommended 2, 8, & 9

The proposal will not impede any ridgelines. The LMC defines the Park Meadows Country Club Clubhouse as a Vantage Point. The existing Maintenance Building is slightly visible but mostly shielded from the clubhouse.

The proposed structures will complement the design of the existing maintenance building.

The siding for the new maintenance building will be comprised of horizontal cedar and pre-cast concrete blocks. The roofing material will be *Presidential TL* shingles.

The siding materials for the new shed will be corrugated metal and the roofing material will be *Presidential TL* shingles.

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Noise, Vibration, Odors, Stream, or Other Mechanical Factors	**No Mitigation Required:** The existing maintenance yard is currently used for the storage and maintenance of vehicles and equipment that support the Park Meadows Golf Course. The new buildings will allow for maintenance activities to take place indoors.
Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas	**No Mitigation Required:** The proposed maintenance building, shed, landscaping, and fencing will further shield the existing maintenance yard and its uses from the adjoining residential neighbors.
Expected Ownership and Management	**No Mitigation Required:** The facilities are proposed to remain private in association with the Use of the Park Meadows Country Club. Current operations are from 4:30am till 5pm seasonally. The proposal will not modify the existing hours of operation.
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	**See Conditions of Approval 11 & 12** There are no Steep Slopes located on or near the proposed site and the site is not located within the Sensitive Lands Overlay or Park City Soils Ordinance.

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Reviewed for Consistency with the Goals and Objectives of the Park City General Plan	**No Mitigation Required:** The proposal does not compromise the key characteristics of the Park Meadows neighborhood, Neighborhood 2 of the General Plan. The Golf Course is listed in the General Plan as a community amenity, and the proposal will not change the character of that amenity considering it is intended for maintenance and employee use. The General Plan also requires that there should be "careful mitigation of negative impacts such as traffic, lighting, and compatibility." These concerns are minimal in this application and are proposed to be mitigated through Conditions of Approval.

Master Planned Development Requirements

30. The proposal, as conditioned, meets the standards of the Park Meadows MPD and the Master Planned Development Criteria outlined in LMC Chapter 15-6.
31. Complies with all requirements of the Land Management Code;
32. Meets the minimum requirements of Section 15-6-5;
    a. **Density - No Mitigation Required**:
    The 1982 MPD did not allocated specific density units to the Golf Course. There are no specific limitations in prior approvals governing what accessory structures can be built to support the Club House. The only restriction is what is imposed by the LMC and Zoning. The ROS Zone allows Golf Courses and accessory uses. The proposed Maintenance Building, lean-to shed, and Parking Area are accessory uses to the Golf Course necessary to support its functions.
    b. **Traffic - No Mitigation Required**:
    The Traffic Impact Study Guidelines adopted by the Planning Commission outlined the following: "a transportation impact study is required when a proposed development or redevelopment will generate 25 or more net new vehicle trips during the weekday AM or PM peak hour or other analysis hour at the discretion of Park City staff." Depending on the season, the existing maintenance yard is accessed by 5-20 employees daily. As the new Maintenance Building is primarily so that employees can be shifted from the old building, there will not be enough new trips generated to cause a Traffic Impact Study to be required.

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c. **Parking - See Conditions of Approval 13, 14, & 15**:
Depending on the season, the existing maintenance yard is accessed by 5-20 employees daily. There are currently no formal parking spaces on site for existing employees. The applicant proposes to create a Parking Area with 20 Parking Spaces, one for each existing employee. The Applicant's proposal will not increase the need for additional employees. Per the Applicant, the additional spaces will reduce the conflict between parked cars and equipment activity within the maintenance yard and this proposal will ensure the site can accommodate up to 20 vehicles parked on-site.

d. **Setbacks – See Condition of Approval 5**:
Per LMC §15-6-5(C): "The minimum Setback around the exterior boundary of a Master Planned Development shall be twenty-five feet (25') for Parcels greater than two (2) acres."
Complies: 2000 Meadows Drive (PCA-2-2100-A-9) is a 180.09-acre parcel. The property lines nearest to the existing maintenance yard are those that border Estates Drive, directly to the east and southeast of the maintenance yard. The existing maintenance building is 240 feet from the nearest property line that borders Estates Drive. The proposed shed is 140-feet from the nearest property line that borders Estates Drive. The proposed maintenance building is 310 feet from the nearest property line. The proposed parking area is 102 feet from the nearest property line. Construction within the Setbacks is not proposed as part of this application.

a. **Usable Open Space - No Mitigation Required**:
MPDs require 60% Open Space under LMC § 15-6-5(D). 2000 Meadows Drive (PCA-2-2100-A-9) is a 180.09-acre parcel. The proposal increases the total paved area and reduces Open Space by 12,171 square feet, or 0.28 acres. The majority of the site remains Open Space.

b. **Building Height - No Mitigation Required**:
LMC § 15-6-5(F) requires buildings subject to an MPD to meet the Building Height requirements outlined in the Zoning District the MPD is located in. For Recreation and Open Space, LMC § 15-2.8-4 states: "No Structure may be erected to a height greater than twenty-eight feet (28') from Existing Grade. This is the Zone Height".

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Complies: The existing maintenance building is 20'-5" tall at the highest point. The second maintenance building is proposed to be 20'-9 ¼" tall. The lean-to shed is proposed to be 17'- 7 ¾" tall at the highest point.

c. **Site Planning – See Condition of Approval 1**:
LMC § 15-6-5(G) requires that "A Master Planned Development shall be designed to take into consideration the characteristics of the Site upon which it is proposed to be placed. The project should be designed to fit the Site, not the Site modified to fit the project."
The proposed plans will see an expansion in the area that is disturbed on the site, but it remains clustered around the disturbance created by the existing Maintenance Building and access road.

d. **Landscaping and Lighting – See Conditions of Approval 6, 7, & 8**:
The applicant submitted a proposed landscaping plan (EXHIBIT E) and it is compliant with: LMC § 15-5-5(N) (water wise landscaping) and Park City Municipal Code Chapter 11-21, Utah Wildlife-Urban Interface Code.

e. **Sensitive Land Analysis – See Condition of Approval 12**:
While part of the Golf Course is located within the Sensitive Land Overlay (SLO), the actual portion of the parcel subject to the Application is not within the SLO. Located south-west of the lot is a pond. Considering the proximity of proposed construction, the Engineering Department requested Army Corps of Engineer review.
On February 28, 2024, the Army Corps sent a letter stating they had determined that the Applicant wouldn't need a permit from the Army Corps for the proposed construction. The letter did state that "(i)f future plans would result in a change to the design or construction methods of proposed action, we recommend you contact our office for a new determination."

f. **Employee/Affordable Housing – Waiver Granted:**
LMC § 15-6-5(J) requires the applicant submit "a housing mitigation plan that addresses employee Affordable Housing required by the adopted housing resolution in effect at the time of a complete Application."
Resolution 05-2021 Section 12(A) states "Developments, which received development plan approvals prior to the adoption of this housing resolution, shall conform to the provisions of the resolution in place at the time of applicable complete application. Any modifications to an existing

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Development Agreement that results in an increase in housing units or employee generation shall be subject to the provisions of this Resolution." While there is not a Development Agreement governing the Park Meadows MPD, it is a "Development, which received development plan approvals prior to the adoption" of the resolution. As such, the Applicant is required to submit a housing mitigation plan for a recommendation by the Planning Commission to the Park City Housing Authority.
The Applicant requested a waiver from the Affordable Housing Obligation and on April 4, 2024, the Park City Housing Authority granted that waiver (Exhibit M).

g. **Child Care – No Mitigation Required**:
No Child Care facility is proposed as part of this Application, nor will there be an increase in demand as the number of employees will not increase.
h. **Mine Hazards – No Mitigation Required**:
There are no known Mine Hazards located on the site.
i. **Historic Mine Waste Mitigation - No Mitigation Required**:
The site is not located in the Park City Soils Ordinance Boundary.
j. **Reviewed for Consistency with the Goals and Objectives of the Park City General Plan - No Mitigation Required**:
The proposal does not compromise the key characteristics of the Park Meadows neighborhood, Neighborhood 2 of the General Plan. The Golf Course is listed in the General Plan as a community amenity, and the proposal will not change the character of that amenity considering it is intended for maintenance and employee use. The General Plan also requires that there should be "careful mitigation of negative impacts such as traffic, lighting, and compatibility." These concerns are minimal in this application and are proposed to be mitigated through Conditions of Approval.
k. **Historic Sites - No Mitigation Required**:
There are no Historic Sites located on the site.
l. **Land Management Code Review –** This proposal, as conditioned, complies with the requirements of the Recreation and Open Space Zoning District and the Conditional Use Permit Requirements.

33. Provides the highest value of Open Space, as determined by the Planning Commission; MPDs require 60% Open Space under LMC § 15-6-5(D). 2000 Meadows Drive (PCA-2-2100-A-9) is a 180.09-acre parcel. The proposal

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increases the total paved area and reduces Open Space by 12,171 square feet, or 0.28 acres. The majority of the site remains Open Space.

34. Strengthens and enhances the resort character of Park City; this proposal enhances the operations of a well known Golf Course and Country Club.
35. Compliments the natural features on the Site and preserves significant features or vegetation to the extent possible; The proposed plans will see an expansion in the area that is disturbed on the site, but it remains clustered around the disturbance created by the existing Maintenance Building and access road. To ensure this and maintain visual continuity with the existing structure, Conditional of Approval 1 is required.
36. Is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where appropriate, and protects residential neighborhoods and Uses; The 1982 MPD did not allocated specific density units to the Golf Course. There are no specific limitations in prior approvals governing what accessory structures can be built to support the Club House. The only restriction is what is imposed by the LMC and Zoning. The ROS Zone allows Golf Courses and accessory uses. The proposed Maintenance Building, lean-to shed, and Parking Area are accessory uses to the Golf Course necessary to support its functions.
37. Provides amenities to the community so that there is no net loss of community amenities; allows for enhanced operations of a well known Golf Course and Country Club, while mostly confining additions to previously disturbed area.
38. Is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time staff determined the Application to be complete;
39. Meets the Sensitive Lands requirements of the Land Management Code and is designed to place Development on the most developable land and least visually obtrusive portions of the Site; As no new employees will be generated, the Applicant requested a waiver from the Affordable Housing Obligation and on April 4, 2024, the Park City Housing Authority granted that waiver (Exhibit M).
40. Promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; The project is located within a Golf Course and Country Club. It will not create more traffic and those accessing the site will be limited to employees only.
41. Was noticed and the Planning Commission held a public hearing in accordance with this Chapter; Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on April 10, 2024. Staff

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mailed courtesy notice to property owners within 300 feet on April 10, 2024. The Park Record published notice on April 10, 2024. On April 24, 2024, the Planning Commission held a public hearing.

42. Incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application; all buildings will be required to meet existing Building Code Standards.
43. Addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies; There are no known Mine Hazards located on the site.
44. Addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance; The site is not located in the Park City Soils Ordinance Boundary.
45. Addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan; There are no Historic Sites on the site.
46. Addresses and mitigates traffic; Depending on the season, the existing maintenance yard is accessed by 5-20 employees daily. As the new Maintenance Building is primarily so that employees can be shifted from the old building, there will not be enough new trips generated to cause a Traffic Impact Study to be required.

Conclusions of Law

1. The proposal complies with the Land Management Code requirements pursuant to Chapter 15-2.7 Recreation Open Space.
2. The proposal complies with the Land Management Code Requirements pursuant to Section 15-1-10, Conditional Use Review Process.
3. The proposal complies with the Land Management Code Requirements pursuant to Chapter 15-6, Master Planned Developments.

Conditions of Approval

1. Prior to the issuance of a building permit, Planning Staff shall review final plans for consistency with plans reviewed by the Planning Commission on April 24, 2024.

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2. Final building plans and construction details shall reflect substantial compliance with the plans dated October 20, 2023, and approved by the Planning Commission on February 14, 2024.
3. The Applicant is responsible for notifying the Planning Department prior to making any changes to the approved plans.
4. 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 or designee prior to construction.
5. No construction activity is proposed or approved within the required 25-foot Front, Rear, and Side Setbacks.
6. Existing vegetation shall be preserved and protected during construction. The Applicant shall submit a vegetation protection plan for Planning approval prior to building permit issuance. The landscape plan is subject to LMC Section 15-5-5(N) Water Wise Landscaping, and Park City Municipal Code 11-21, *Utah* Wildland-Urban Interface Code. Any Irrigation must be water wise compliant with LMC Section 15-5-5(N) Water Wise Landscaping and needs a watersense/smart label.
7. Any modifications to the approved landscape plan shall be submitted to the Planning Department to ensure compliance with LMC Section 15-5-5(N) Water Wise Landscaping, and the Municipal Code of Park City Chapter 11-21, Utah Wildland-Urban Interface Code.
8. No exterior lighting is proposed or approved as part of this Conditional Use Permit. Exterior lighting shall comply with LMC Section 15-5-5(J) and shall be fully shielded and down directed with light bulbs that are 3,000 degrees Kelvin or less. New lighting details shall be reviewed by Planning Staff prior to installation.
9. Building materials shall comply with LMC Section 15-5-5, which states that each building facade may have a maximum of three different types of materials, stone siding must be natural, metal siding shall be non-reflective.
10. Roofing materials shall comply with LMC Section 15-5-5(E), which states all roofing materials shall be natural earth toned in color and shall have a Solar Reflective Index of 35 or less.
11. The Applicant shall provide an updated Storm water management to the Engineering Department prior to issuance of a Building Permit.
12. If the Applicant proposes a modification or new development on site, the Applicant shall provide written approval from the Army Corps of Engineers which permits the proximity of the proposed construction to the neighboring ponds.

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13. Parking Spaces must be at least nine feet (9') wide by eighteen feet (18') long as required by LMC § 15-3-3(F)
14. All bicycle parking, both Enclosed Storage and Exterior Bike Racks, must comply with LMC § 15-3-9.
15. The Outdoor Parking Area must contain Electric Vehicle Charging Station Installations and Conduit as required by LMC § 15-3-11.

If you have questions or concerns regarding this Final Action Letter, please call or email Jaron Ehlers at 435-615-5058 or email jaron.ehlers@parkcity.org.

Sincerely,

Sarah Hall, Planning Commission Chair

CC: Jaron Ehlers

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PARK MEADOWS

A PLANNED UNIT DEVELOPMENT

MASTER PLAN UPDATE

JULY 1982

FOR

PARK MEADOWS
DEVELOPMENT COMPANY

J.J.Johnson & Associates

Civil Engineering
Land Planning
Surveying

PARK MEADOWS PLAZA — PARK CITY UTAH 84060 — (801) 649 9811

PARK MEADOWS
A PLANNED UNIT DEVELOPMENT

MASTER PLAN UPDATE

July 1982

Prepared for

Park Meadows Development Company

Prepared by
J. J. Johnson & Associates
Park Meadows Plaza
Park City, Utah 84060

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I. INTRODUCTION

The Park Meadows Planned Unit Development has been evolving for approximately six years. Park Meadows began with the Park Meadows I Subdivision in 1976. Since then, Park Meadows 2, 3, 5 and 6 have been added as well as Racquet Club Village 1, 2 and 3, and Fairway Village 1 and 2. There are nearly 700 developed single and multi-family units in the project today.

Throughout its history, the Park Meadows Development has been planned around the Jack Nicklaus-designed Park Meadows Golf Course. This unique golfing facility is scheduled to open in the Fall of 1982 or Spring of 1983. Plans are now in progress to develop the hills northwest and northeast of the golf course area as well as parcels within the golf course itself. The development timetable included in this report shows that this P.U.D. will take from fifteen to thirty years to be completely built out. This project will ultimately contain approximately 2,000 living units.

The purpose of this study is to analyze the present utility and traffic networks and determine the requirements of these master systems to meet future development demands. This study is further being prepared to meet requirements of the Park City Land Management Code, Sections 4 and 6.

PARK MEADOWS P.U.D. PHASING

	PARCEL	TIMING
1.	Lakeview Cottages	1982-1983
2.	Fairway Cottages (Interior No. 4)	1982-1983
3.	Broken Spoke (Interior No. 1)	1982-1983
4.	Sunspot (Quarry Mountain No. 1)	1983-1984
5.	Quarry Mountain No. 3	1984-1986
6.	Quarry Mountain No. 2	1985-1988
7.	Park Meadows No. 4	1986-1990
8.	Park Meadows No. 6-B	1986-1990
9.	Funicular Village	1987-1992
10.	Overview Village	1988-1994
11.	Clubhouse Village	1989-1996
12.	Multi-family - Interior No. 7	1990-1998
13.	Park Meadows No. 6-C	1990-1998
14	Multi-family - Interior No. 6	1991-2000
15.	Multi-family - Interior No. 2 North	1992-2002
16.	Multi-family - Interior No. 2 South	1993-2004
17.	Interior No. 3	1994-2006
18.	Hotel Site	1995-2008

II. CONCLUSIONS AND RECOMMENDATIONS

The following are the conclusions and recommendations developed as a result of this study. They have been classified by subject matter.

A. Sanitary Sewer System

The completed master sanitary sewer plan illustrates that the proposed parcels and densities can be adequately served in accordance with the present guidelines of SBSID. Three sewer line segments running across the golf course were constructed under old guidelines and conform to those requirements. A portion of the Quarry Mountain Phase III lies outside of the Park Meadows drainage basin and will need to be pumped or serviced by a sewer line running north to Snyderville.

B. Storm Drain System

The primary collection system for this project has been reviewed and approved by the City Engineer. Investigation of the overall site based upon the proposed Master Plan indicates that the storm runoff can be treated by conventional means and poses no unusual engineering problems. The golf course lake system will be utilized as storm detention basins. Fairways 3, 4, 5 and 8, as well as Dority Creek, will be used for 100-year storm alleviation devices. All buildings will be set 1.5 feet above the emergency flood overflow levels. Recharge galleries will be investigated for use in the Quarry Mountain area.

C. Culinary Water System

Research of the existing Park Meadows water system, revealed two weak spots. The first is the potential low pressure at the Ridgeview Pump Station affecting its normal operation. The second was the low pressure in the Fairway Village area due to its isolation on a non-looped system.

It is recommended that Park City Municipal Corp. connects the Boothill Tank to Park Meadows No. 1. The connection of the Quarry Mountain Tank to Fairway Village is also recommended. The approval of the Quarry Mountain Tank to Ridgeview connection needs to be accomplished as soon as possible.

When Park Meadows No. 4 is built, a PRV must be installed to separate the different pressure zones within this development. When the demand on the Quarry Tank exceeds the storage capacity, another tank must be constructed above Fairway Village, or as an alternative, above Park Meadows 6B, at an elevation of 7,042 feet. This tank must be connected to both Park Meadows No. 6B and to the Quarry Mountain Tank. To minimize the burden on the Ridgeview booster pump, another pump must be installed in the Fairway Village area to supply water to this new tank. PRV's must be located at elevation 6,800 feet and adjusted to allow for the required pressure at critical nodes during emergency flows.

D. Traffic System

The proposed Master Plan of Park Meadows provides the backbone street system to adequately handle traffic moving in and through the development. The connection of Park Meadows Golf Course to Ridgeview should be completed in 1983 as a two-lane road and

upgraded as development occurs. Park City Municipal Corp. will need to realign the connection to Highway 248 when traffic into Park Meadows No. 5 reaches 1,000 ADT. Traffic counts should be taken in Park Meadows No. 5 to verify traffic loading estimates. Accurate traffic counts could dramatically affect the timing of the Highway 248 connection. Road systems within the individual parcels will not be necessary until the actual parcels are developed.

III. SANITARY SEWER SYSTEM

The proposed sanitary sewer master plan is presented on the Master Sanitary Sewer drawing of the Park Meadows Master Plan. This system is located within the Snyderville Basin Sewer Improvement District (SBSID) and, therefore, is subject to their construction standards, inspection and eventual acceptance.

The sewer system has been presented in this drawing in three different portions based on the following criteria:

1. A portion of the sanitary sewer system has already been constructed, including Park Meadows 1, 2, 3, 5, 6A; Holiday Ranchettes; Racquet Club Village 1, 2, 3; and Fairway Village 1 and 2.

2. A second portion of the sanitary sewer system has been previously submitted to SBSID and can be found in SBSID's Master Plan in Township 2 South, Range 4 East, Section 4. This area primarily includes the area in and immediately surrounding the Park Meadows Golf Course. The 10-inch force main and 15-inch gravity line from the Park Meadows lift station are complete. Several pieces of the master system serving the golf course area are also built.

3. The third portion has now been added to complete the master sanitary sewer plan in order to service the future developments.

The collection system studied here focuses primarily upon items 2 and 3. The existing system defined in item 1 is already an approved part of the Snyderville Basin collection system.

Collection System

The collection system consists mainly of 8-inch, 10-inch, and 12-inch diameter P.V.C. sewer pipes, the minimum slopes for which are 0.4% for 8-inch diameter pipes, 0.28% for 10-inch diameter pipes, and 0.22% for 12-inch diameter pipes. These slopes were necessary due to the nearly flat terrain present over a substantial portion of the development. Pipe diameters and slopes are indicated on the drawing for the critical areas. A 10-inch pressure main and a lift station presently exist in order to connect the eastern half of the development to SBSID's gravity system. The most recent study by SBSID indicates this pressure line and lift station are to be abandoned when the proposed Silver Creek treatment plant and trunkline are constructed. This eastern half would then be served by gravity sewers.

Within the collection system, the five major branches have been investigated. The remaining sub-branches are easily capable of handling the design flow by the minimum diameter pipe and slope allowed (8-inch diameter at 0.40%). Each manhole in the branch has been numbered in order to correlate the capacity and loading calculations of this report with the sanitary sewer master plan drawing. The following conclusions were derived from these calculations. Conclusions are based upon projected capacities at full buildout and the present requirement of the 4.0 peaking factor. The complete calculations are included in the Appendix.

Branch A - Maximum loading in this branch will occur between manholes A-6 and A-5, where the line will be at 90 percent capacity.

Branch B - This branch has two constructed segments (B-2 to B-1 and B-9 to B-8) that would be overloaded if the peaking factor was 4.0. However, these segments were approved and built when a 2.5 peaking factor was the design standard. These segments are capable of carrying the load for a peaking factor of 2.5.

Branch C - A constructed segment of this branch (C-1 to the lift station) will be at 100 percent capacity. Again, this segment was approved and built with a peaking factor of 2.5.

Branch D - Maximum loading in this branch will occur between D-4 and D-3, where the line will be at 91 percent capacity.

Branch E - No capacity problems are present due to the steep pipe grades and the large 12-inch diameter pipe between manholes E-2 and E-1.

Special Considerations

A lift station and pressure main may be necessary to connect a portion of Quarry Mountain No. 3 to SBSID's collection system. This parcel actually lies north of the ridgeline. Therefore, a portion of this parcel would not gravity drain into the proposed Park Meadows sewer but into the Snyderville Basin instead. The most recent study for SBSID indicates that a new gravity trunkline would eventually serve this area. Since both the development of this parcel and the installation of a gravity trunkline appear to be several years away, it is not apparent whether the proposed lift station will be necessary.

Approximately seven lots in Park Meadows 6-C would require ejector pumps unless the area to the east (Round Valley) develops first. SBSID's study indicates a trunkline from the future Silver Creek treatment plant would make gravity sewer service for Round Valley feasible and, therefore, eliminate the need for ejector pumps in this parcel.

IV. STORM DRAIN SYSTEM

The proposed storm drain system master plan is presented on the Master Storm Drain drawing of the Park Meadows Master Plan. The master drain system consists of:

1) Constructed culverts.
2) Proposed culverts.
3) Temporary open channels.
4) Permanent open channels including lakes.

The size and grades of the storm sewer system shown on the Master Plan were approved by the City Engineer on January 13, 1982. One pipe slope design was too flat and has been steepened on this submittal to provide adequate scouring velocity.

This report does not intend to establish sizes and grades for a completed overall system because the final layout for each parcel, the road grades and ground cover will affect the final slopes and sizes of any culverts or detention structures. The underlying objective here is to determine if the proposed parcels and densities create any unsolvable storm drainage problems.

The guidelines for a storm drain system have been derived from past precedents established by the Park City Staff. The result is an adequate storm drainage system providing:

1) Storm runoff detention to maintain no more than the historical runoff for a 10-year, 24-hour storm.

2) A system of pipes and/or open channels of sufficient capacities and velocities in excess or equal to 2.5 feet per second.

3) Erosion protection where any storm runoffs could erode the banks of the open channel.

The Plan indicates four separate drainage basins which will be discussed on an individual basis in the following paragraphs. They are:

1) Ridgeview Basin;
2) Snyderville Basin;
3) Round Valley Basin; and
4) Park Meadows Basin.

Ridgeview Basin

Runoff Detention - This basin will be an ideal site to utilize recharge galleries. Storm water in this basin presently percolates through the existing fractured rock formations occuring on the site. Recharge galleries would maintain this flow pattern, recharge existing aquifers and eliminate or reduce the need for detention basins.

A recharge gallery is a large hole backfilled with very porous material. The storm runoff is discharged into this hole and the water seeps down into the ground through the porous material to the aquifer. This basin has several old quarry sites which will be ideal for recharge galleries. At the time when Quarry Mountain No. 1 is being planned, a site specific hydrology study will investigate the potential sites of recharge galleries. The more common detention basin will be considered as a less desirable alternative.

Collection System - The system of pipes that will connect the catch basins to the recharge galleries and to the existing storm drain in Ridgeview Subdivision will most likely be the minimum 15-inch diameter pipes. This is because the majority of the pipe slopes will be in excess of 5 percent and the flows will be light. Naturally, the Soils Conservation Service (SCS) methodology, or the Rational Method, will be utilized for final sizing of the lines depending upon the size of the particular runoff area.

Erosion Potential - No erosion protection is anticipated at this time simply because no open channels will be used.

Snyderville Basin

Runoff Detention - The desired alternative for the required detention is recharge galleries. The more common detention basin is the second alternative. A site specific hydrology study for Quarry Mountain No. 2 will investigate the possible sites and may identify several usable locations where fractured bedrock is very close to the surface.

Collection System and Erosion Potential - The pipe sizes will most likely be the minimum 15-inch diameter because of the steep slopes. No erosion protection will be needed as no open channels will be used.

Round Valley Basin

Runoff Detention - The best method to handle storm runoff in this basin is to simply divert the additional runoff from the Round Valley Basin to the Park Meadows Basin. The small

increase in runoff is easily detained by the lake system in the Park Meadows Basin. The proposed road layout for Park Meadows 6-C will divert the necessary volume of runoff. This solution is consistent with the runoff routing and calculations approved by the City Engineer in January 1982.

Collection System - Because of the steep slopes and very low flows, the pipes would probably be the minimum 15-inch diameter.

Erosion Protection - The northeast cul-de-sac would discharge runoff into an open channel. The site specific hydrology study for Park Meadows 6-C would investigate the erodability of the soils in the open channel and outline the necessary measures to prevent erosion. See the Appendix for the method used by the Park City staff for checking erosion potential.

Park Meadows Basin

Runoff Detention - The volume of runoff to be detained to maintain the historical runoff has been calculated to be 22.96 acre-feet (See Appendix for calculations). This volume is detained by the system of lakes already constructed as indicated on the master storm drain drawing. The method chosen to control the discharge from these lakes is an orifice installed on the upstream end of the discharge pipes. This orifice is a plate installed over the end of the pipe with a small circular opening sized to discharge the desired flow. Construction drawings for the orifice will be submitted to the City Engineer for approval in time to be built in the summer of 1982.

As protection from a 50-year or 100-year storm, the golf course fairways (No. 3, 4, 5 and 8) will be used for detention. The interior parcels will be constructed above these fairways. For added safety, a swale is constructed across hole No. 3 to Park Meadows Drive near the outlet to Dority Creek. In the event of a 100-year storm, runoff will be able to cross the golf course to Park Meadows Drive at elevation 6710.5 and continue on down the creek. All building finish floor elevations will be set at least at elevation 6712.00 to prevent any flood damage.

Collection System - The existing lakes and open channels connecting the lakes serve as the main trunkline for the collection system. Because this basin is nearly flat, much care has been taken in design and construction of the existing lakes and culverts. The drawing indicates which of the culverts have already been constructed and which other culvert sizes and slopes have been approved by the City Engineer. Temporary open channels have been installed across some proposed development parcels to connect the system together. When the planning and engineering for each parcel occurs, these temporary open channels will be replaced by permanent culverts or open channels in accordance with the guidelines established by the City Engineer.

Erosion Potential - The flows in the open channels are regulated by controlling the discharge from the lakes. For the 10-year/6-hour storm, the velocities shall not exceed 4 fps. For the existing soils and ground cover intended, further erosion protection is not recommended (See Appendix for calculations).

V. CULINARY WATER SYSTEM

The Park Meadows area is ideal for the application of modern pipe network analysis and hydraulics. The existing system is rapidly approaching its capacity and there are solid long-range plans that can dictate the phasing of an adequate pipe network water distribution system. The purpose of this section is threefold:

1) To examine the existing Park Meadows system and pinpoint potential overloaded areas and weakspots;

2) To examine the immediate solution options;

3) To coordinate development phasing with water system expansion to ensure adequate supply during the years to come.

Method of Investigation

The area included in this study includes Park Meadows No. 1 through No. 6, Fairway Village, Quarry Mountain area, Hotel site, Clubhouse area parcels, Ridgeview, McLeod Creek, and all the Interior Parcels on the Golf Course. Construction drawings, record drawings and the Park City Master Water Plan drawn by Bush & Gudgell Engineers were utilized in compiling the necessary information about the existing system. Pipe type, diameter, length, and connecting nodes are considered, as well as special fittings such as valves, tees, pressure reducing valves, wells, tanks, fire hydrants and service connections. Density maps were consulted to determine the demand at each node. Domestic demands were calculated using the Utah State Department of Health equation:

$$Q = 10.8\ N^{.67}$$

Where Q = demand flow rate (cfs)
N = number of units

Irrigation requirements were added according to lot size. Topography maps were also consulted to determine finished surface and actual pipe elevation.

This information was compiled and input into a high-speed digital computer capable of setting up a mathmatical matrix model of the system. Pipe networks are interconnected pipes through which the flow to a given outlet may come from several circuits. The solutions to these problems are complicated and require trial solutions in which the elementary circuits are balanced in turn until all conditions for steady state flow are satisfied. The program is also capable of sizing proposed pipe networks by balancing energy loss with pipe costs. The solution for a network the size of Park Meadows would be impossible without the use of this computer program.

The program also allows the design engineer to look at many options for expansion and the elimination of problem areas. In evaluating each option, the peak domestic and irrigation flow is considered as well as large demand fire flows at critical nodes. Emergency situations can be anticipated and simulated so the system can be designed to handle all potential stresses.

The following analysis and conclusion were made after studying more than fifty separate runs that simulated present, future and emergency conditions. The volume of computer data is too bulky to be included with this report but is available for inspection at the offices of J. J. Johnson & Associates.

Existing System

The existing Park Meadows system consists of Park Meadows No. 1, 2, 3, 5, 6A, Fairway Village, Holiday Ranchettes, Racquet Club Village, Ridgeview and McLeod Creek. All water is supplied from the Boothill Tank. The Park Meadows Well, the Quarry Tank and the Ridgeview booster pump were not considered "on line" at this point. The connection to Thaynes Canyon was also omitted because of the pressure sustaining valve in the connection line that drastically limits flow into Park Meadows. The system is, therefore, considered a "closed system" that can be evaluated separately from the rest of Park City. The only outside influence considered is the demand placed on the Boothill Tank by Prospector Village and eventually Deer Valley.

A. Normal Flow Simulation

The results of the "normal flow simulation" showed a large head loss in the solitary supply line from the Boothill Tank to the Park Meadows area. There are also bottlenecks to the Ridgeview Subdivision and Fairway Village areas that create excessive head loss and pressure drops. Consequently, the upper nodes in Ridgeview operate very close to the minimum allowable dynamic pressure of 20 psi (Utah State Department of Health Regulation). There is adequate pressure in the Fairway Village section only because of the low demand in that section. Pressures and flow rates indicate that the system is operating near capacity during normal flows.

B. Fire Flow Simulation

When fire flow (2,000 gpm) is simulated in Fairway Village, Ridgeview, or at the Racquet Club, pressures drop below 20 psi in Fairway Village, Ridgeview and Park Meadows 1-3. The

large fire flow demands increase velocities and head loss in all pipes so there is more energy wasted in pipe friction and less energy remaining as pressure. The Utah State Department of Health requires a 20 psi minimum at all nodes during a fire flow. Recent field flow tests at Fairway Village fire hydrants showed 500 gpm fire flows are available with the present system.

Quarry Tank, Ridgeview Booster Pump and PRV's

A. Pressure Zones

The development of the higher sections of Park Meadows (mainly to the northwest and northeast) has made it necessary to establish an upper pressure zone. The Boothill Tank (elevation 6,954.66 feet) can only effectively serve elevations below 6,800 feet. Hence, in 1981-1982 a 400,000 gallon tank was constructed on Quarry Mountain with a maximum water elevation of 7,042 feet to serve the upper zone.

The pressure zones are separated from each other by pressure reducing valves (PRV's) on connecting pipes. These valves effectively shut off the flow of water from the upper zone to the lower zone except during times of high demand (fire flow) when the valves open up enough to maintain the minimum prescribed pressure. PRV's can dissipate enough energy through friction loss to reduce the pressure from 100 psi to the set psi. There are two PRV's in Ridgeview, one on Crestline Drive and the other on Meadows Drive, at elevations of 6,800 feet. There is also a booster pump on Crestline Drive that can pump 350 gallons per minute up to the Quarry Tank.

B. Ridgeview Improvements and Quarry Tank

When the Quarry Tank, the Ridgeview PRV's and the Ridgeview Booster Pump were added to the system, the pressures in the upper section of Ridgeview increased to satisfactory levels. During daily peak flow simulation, the pressure in the supply to the booster was not high enough to allow the booster pump to operate. This indicates that the booster pump will only operate and refill the tank during the night and during periods of low demand during the day. This situation is acceptable as long as the demand on the Quarry Tank still allows the tank to be refilled during low demand periods. A large fire flow would deplete the tank faster than it could be recharged by the pump. (This is normal for a pump station during fire flow.)

C. Park Meadows Well and Boothill Connection

The problem of the Quarry Tank depletion can be rectified in two ways. The first method of increasing the flow and pressure throughout the system would be to bring the Park Meadows Well on line, water rights permitting. The added energy from the pump would bring the pressure to a sufficient level, thereby allowing the Ridgeview Booster Pump to operate even during periods of normal, non-fire peak flows.

The second and most immediate option is to make a 2,500 foot 14-inch connection from the Boothill Tank directly into Park Meadows No. 1 on Holiday Ranch Loop Road. This line would eliminate much of the head loss encountered in the single supply line from the Boothill Tank to Park Meadows. As demands from Prospector Village and Deer Valley increase, the head loss in the existing Boothill supply line increases creating the need for this new Boothill supply line.

Because the Park Meadows Well may not go on line until 1984 or 1985, it is recommended that the additional Boothill supply line be installed as soon as possible. This line will not only help increase the pressure at the Ridgeview booster pump, but it will also increase fire flow pressures in the Ridgeview, Park Meadows 1-3, Racquet Club and Fairway Village areas.

On August 13, 1980, the Park Meadows Development Company (PMDC) and Park City Municipal Corporation (PCMC) entered into a contract regarding culinary water for the Park Meadows Development. In that agreement, PMDC agreed to construct certain improvements and supply the City with 300 acre-feet of water rights. Among the improvements was the Park Meadows Well and the Quarry Mountain Water Tank. These improvements have been completed.

For its part, PCMC agreed to provide PMDC with water connections. In addition, paragraph 5 of the Agreement states:

> "The City agrees that it will not limit or deny Park Meadows a connection unless there is inadequate culinary water for Park City. Inadequate culinary water shall mean that, because of lack of water and <u>not a defective water distribution system</u>, there are at least 100 dwelling units in Park City which have a culinary water pressure of less than 20 pounds per square inch in the lines serving such units. The City agrees to be mindful of the prepaid water connections here sold when line pressures approach the limit set forth herein, such that if possible new third-party connections will not be allowed when the then existing connections plus the connections sold hereunder would equal the capacity of the system."

From this statement it is clear that the City is now obligated to provide water to PMDC, i.e. construct the Boothill supply line. Furthermore, the ultimate use of the line is to supply water from Park Meadows Wells No. 1 and 2 to the Boothill Tank for the culinary water supply system of the entire City. Obviously, the benefit of these lines is not limited to Park Meadows, but encompasses all of Park City as well.

An interim solution may be possible. Computer modeling of the Quarry Tank to Fairway Village connection without the Boothill connection increases the fire flow residual pressure to slightly above 20 psi in the Racquet Club Village area based on present unit connections. Installation of this line may supply sufficient water until the Park Meadows Well is on line in 1985. Field testing will be performed when the Quarry Tank to Fairway Village connection is completed to verify the computer modeling.

D. Fairway Village Connection and PRV

Even though the Ridgeview PRV's open up to increase the localized low pressures created by fire flow demands, the higher elevations in Fairway Village and Park Meadows No. 6 experience low pressures at high nodes. The Boothill connection will increase these pressures somewhat, but Fairway Village is on an isolated, unlooped section of the network with all demands flowing through a one-pipe "bottleneck."

The best way to rectify this bottleneck problem is to loop the system into the Quarry Mountain Tank. This connection enables flows to come from two sources and two directions.

It would be made with 5,800 feet of 12-inch line and would connect into the top of Fairway Village. Because this line connects the upper pressure zone with the lower pressure zone, a PRV must be installed at elevation 6,800 feet near Fairway Village. The pressure must be reduced to 60 psi to ensure adequate pressure in the upper sections of Park Meadows No. 6A. The simulation of this configuration (Quarry Tank, Ridgeview PRV's, Ridgeview Booster Pump, Boothill Connection, Fairway Village Connection and PRV) show a system with balanced flows and pressures supplied mainly by the Boothill Tank. When fire flows are simulated, the PRV's open up to maintain the prescribed pressures. The system is safe, efficient and allows for future phasing that is consistent with the owner's development plans.

Future Phasing

Using the distribution system described above, the demands of future development and phasing were added on systematically to model the development scheme. Ridgeview and Fairway Village demands were increased, McLeod Creek demands were added, Deer Valley and Prospector Village demands were increased on the Boothill Tank and the general population increase was modeled. Park Meadows pipe configuration and flow rates were changed to show the construction of the Lakeview Cottages, Fairway Cottages, Broken Spoke Parcels, Sunspot and Quarry Mountain No. 3. During this phase modeling, it became apparent that a PRV must be installed when Park Meadows No. 4 is built to separate the pressure zones connected by this development.

This configuration was simulated and run using normal peak flows and emergency flows. The results showed that the system could handle all that is scheduled for completion until 1986. At this

time, the number of units on line will be approaching the number used in the design calculations for the storage capacity of the Quarry Mountain Tank.

Before development beyond Quarry Mountain No. 3 is undertaken in the upper pressure zone (above 6,800 feet), a storage tank will have to be constructed (see phasing exhibit). Participation in the construction of a storage tank for the Star Mountain Development is one option. The high elevation needed by Star Mountain would necessitate the use of a PRV to balance the pressures of the tanks. However, the only flows which would have to go into the existing Quarry Mountain Tank pressure zone are fire flows. This would enable all storage in the entire Quarry Mountain Tank to be used for domestic purposes, which could facilitate 500 to 800 units.

Another tank could be built next to the existing Quarry Mountain Tank or at the south end of Park Meadows Subdivision No. 6, but the best option would be to build a tank on the hill behind Fairway Village at an equal elevation to the Quarry Mountain Tank. This tank would serve Quarry Mountain No. 3 and Park Meadows No. 6B and 6C, as well as the entire Round Valley area. By placing the tank closer to the developable areas, friction loss in transmission lines would be reduced. Participation by all affected developers in the base cost of constructing a large tank is expected. By placing the tank at the same elevation as the Quarry Mountain Tank, the need for a controlling PRV between the two tanks can be eliminated. PRV's would have to be installed between the upper and lower sections of Park Meadows No. 6, and the Fairway Village PRV could be adjusted from 60 to 40 psi. An additional booster pump will ultimately be required at this PRV location to supply the new higher areas to be annexed.

When this configuration was simulated, the result was a well-balanced system with emergency fire flows coming from the tank closest to the fire, while the other sections of the network balanced out and remained relatively normal. The size of the tank above Fairway Village will be determined by the extent of development of the Round Valley area. The installation of this tank would create a culinary water distribution system which would adequately service the remaining build out of the Park Meadows Development. Park Meadows Development Company has agreed to provide a 250,000 gallon water tank on the south end of Park Meadows No. 6 when Phase 6B is developed. This commitment can be transferred to the tank north of Fairway Village if a site is available. If no site can be acquired, the tank will be constructed as originally agreed south of Park Meadows No. 6.

VI. TRAFFIC STUDY

The master traffic plan is illustrated on the master traffic drawing of the Park Meadows Master Plan. The objective here is to illustrate how the completed Park Meadows traffic system would handle the predicted traffic loads for this development when completed. Also, a phasing of the traffic system installation must occur to correspond to the phasing of the individual parcels.

Each street is designated as either an arterial, collector, subcollector, lane or place. Streets have been classified from the following definitions and the average daily trip (ADT) volumes:

Arterial: The major street in the hierarchy. An arterial provides connections to major state and interstate roadways and is not intended to be a residential street. Usual ADT range is greater than 3,000.

Collector: Conducts traffic between major arterial streets and is a principal traffic artery within residential areas. Usual ADT range is between 800-3,000.

Subcollector: Provides access between higher classified streets and lower classified streets (lanes or places). Also, it may be a loop connecting to a collector or arterial street at two points. Usual ADT range is between 200-1,000.

Lane: A short street, cul-de-sac, court or a street with branching places or lanes. The primary purpose of a lane is to conduct traffic to and from residences to other streets within the hierarchy. Usual ADT range is between 75-350.

Place: A short street, cul-de-sac or court that is usually a dead end. Usual ADT range is between 0-100.

Design Standards

Street Widths - The curb-to-curb width should vary for various street classifications. Park Meadows Drive, the major arterial, already has an existing 36-foot curb-to-curb width in Ridgeview Subdivision, but also has a curb-to-curb width of 46 feet in Park Meadows 6A Subdivision. The following recommendations are made:

1) The maximum width of Park Meadows Drive should be limited to 36 feet except where turnouts and/or turning lanes may be appropriate for the hotel parcel and possibly the golf course club house. The 46-foot section tends to make traffic speed increase and, in this climate, snow removal a problem.

2) Between the hotel site and Ridgeview Subdivision, a boulevard street will be considered as an alternative to the 36-foot wide street, at least through that section in Quarry Mountain No. 1. The boulevard would consist of two 20-foot lanes separated by an island. A boulevard in Quarry Mountain No. 1 would follow the existing split road and would be easier to construct. Other advantages are increased safety and easier snow removal.

The collectors and subcollectors should have a minimum width of 30 feet curb-to-curb and the lanes and places should have a maximum of 24 feet. A maximum width of 24 feet is justified in order to enhance low speeds and discourage through traffic as much as possible. One-way streets 20

feet wide should be encouraged wherever practical. These streets tend to slow traffic speeds and snow removal is easier.

Street Grades - Street grades are important in this climate due to the harsh winters. Streets in the hills should have grades that do not exceed 8 percent if possible. Short stretches of grades up to 10 percent can be tolerated if approved by the City Staff. Street grades at intersections should not exceed 2 to 3 percent to allow for a relatively flat staging area for vehicles to make stops and slow turns in icy conditions. Minimum grades should be maintained in the flat areas of the development. Grades as near flat as 0.25 percent have been used on streets before, but a minimum grade of 0.5 prcent is recommended.

Horizontal Alignment - The Park Meadows arterial collectors and subcollectors should have a minimum centerline radius of 300 feet. The minimum centerline radius for the lanes and places is dependent on the turning radius required for fire protection vehicles. An outside turning radius of 55 feet has been recommended by the Fire District in the past. In many cases, a 55-foot radius is not desirable from planning and engineering standpoints, especially in hilly areas. Some older fire trucks require a turning radius of 50-55 feet, but newer trucks have a smaller turning radius - generally in the 30-40 foot range. In the course of planning and engineering individual parcels where a cul-de-sac is being included in the street layout, the Fire District may be asked to reduce their present requirements.

Average Daily Trips

Average daily trips (ADT) are a principal factor in the design or alteration of highways and arterial streets. ADT is the average total number of vehicles travelling a highway or route

on a typical day. However, if the ADT is below 5,000, the use of the ADT becomes unrealistic and inapplicable for projecting traffic behavior.

ADT volumes calculated here for each street will usually be below 5,000 and will serve only to help classify each road. Park Meadows Drive is the exception and will be treated differently.

At a certain point in the phasing of the development, the section of Park Meadows Drive in Park Meadows 5 will have an ADT volume that exceeds the desired ADT volume for a residential area. This section of road should should remain classified as a subcollector and, therefore, Park Meadows Drive should be rerouted to Highway 248 or widened to Monitor Drive and Highway 248 when the ADT exceeds the upper limit for a subcollector (1,000 ADT).

ADT volume is calculated as follows:

ADT = number of units X trips per day per unit

Where 1) The higher total of the density range shown on the drawing is used in these calculations.

2) Trips per day per type of unit are:*

9 for single family

8 for multi-family

1.65 for hotel rooms*

*ADT criteria recommended by Jerry Blair of Wayne T. Van Waggoner & Associates. A recent study for Park City showed only 15 percent of the visitors to Park City had the use of a private vehicle. Also add 500 ADT for service vehicles and employees. Actual ADT is 11 per room; therefore, 11 X 0.15 = 1.65.

Exceptions to the above equation are as follows:

1) ADT for the golf course is calculated as 6 trips per tee off time - 4 tee offs per hour X 12 hours per day = 288 trips per day. Add approximately 62 trips for service vehicles and employees for a total of 350 trips per day.

2) ADT for the Racquet Club is calculated as 300 trips per day for the 14 courts plus 200 trips per day for the small restaurant for a total of 500 trips per day.

Trip Distribution - The ADT volumes listed in the Total Trip Generation Table in this section represent an estimate of the total average daily trips occurring on all the streets in the Park Meadows development. The resulting ADT occurring at chosen points within the street system are shown on the drawing. Assumptions had to be made about routes people would most likely take in order to arrive at the ADT volumes indicated. However, very large deviations from these assumptions would be necessary to impact the resulting street classifications.

Phasing of Construction

The two major events that need to occur are:

1) Ridgeview connection: That section of Park Meadows Drive between Ridgeview Subdivsion and the golf course club house; and

2) The realignment of Park Meadows Drive to bypass Park Meadows No. 5 while connecting to State Highway 248.

To accomplish item 1, the developer is proposing to complete the design of the ridge connection and rough grade this street during the summer and fall of 1982. The following year, the developer would construct a 20-foot wide asphalt street (without curbs) to complete the connection from the club house to State Highway 224. Included in this report is a phasing schedule for the proposed parcels. As each parcel along this ridge connection is planned and engineered, the street would be upgraded to the full street section whether the section be a 36-foot curb-to-curb street or a boulevard as discussed earlier.

The realignment of the existing Park Meadows Drive to bypass Park Meadows has two possible locations. The Park Meadows No. 5 Subdivision plat granted a 50 foot road easement along the east boundary of the subdivision. The more desirable location follows along the exisiting stream as shown on the drawing. A traffic study prepared in March 1978, by Professor Thomas J. Stone, recommended a connection to Highway U-224 through the Quarry Mountain area in addition to the existing Monitor Drive and Holiday Ranch Loop Road accesses. The easement along the east line of Park Meadows No. 5 was not discussed in that report.

At the time Park Meadows No. 6 and No. 4 were given final Planning Commission approval (June 21, 1978), street routing to the Park Meadows Development was discussed at length. The final approval (see Appendix A-5) required Park Meadows Development to complete the northwest connection to U-248 through Treasure Hills (Ridgeview) Development, or as an alternative, the connection along the east side of Park Meadows No. 5. The approval was granted to satisfy off-site street requirements for the entire Park Meadows Development. No other future connections were required.

It is, therefore, clear that any widening, improvement or relocation of the Park Meadows Drive connection to Highway U-224 should be undertaken by Park City Municipal Corporation and is not the responsibility of the Park Meadows Development Corporation.

Using the same method of calculating ADT volumes as used before, the 1982 ADT volume for this road is estimated as follows:

Constructed Units

*Park Meadows No. 5 -	84 units	567 ADT
Park Meadows No. 6A -	4 units	36 ADT
Fairway Village -	36 units	288 ADT

For 1982 Total 891 ADT

* 3/4 of the trips occur on Park Meadows Drive

In 1983, the ADT may or may not increase due to the status of the economy. The following assumptions have been made to make the best possible estimate.

1) In the first year of a new golf course, only 25 to 30 percent of its capacity is used and only half the estimated ADT will travel south. Add 75 ADT to 1982's ADT.

2) As many as 10 new Fairway Village units could be built and occupied, but Salt Lake City trips would use the new ridge connection. Add 12 ADT to 1982's ADT.

3) As many as two new Park Meadows 6-A homes could be built and occupied, but Salt Lake City trips would use the new ridge connection. Add 10 ADT to 1982's ADT. 2

Total for 1982 = 988 ADT

After 1983, the reliability of estimating the ADT volumes would not be very good. This report recommends a traffic count should be taken by Park City every year beginning in 1982 to verify the ADT volumes. This actual count would be a great aid in projecting a date for the construction of the realigned Park Meadows Drive.

The phasing for the remaining streets corresponds with the previously mentioned phasing schedule for the proposed parcels.

TABLE A

TOTAL TRIP GENERATION

Parcel	Units	ADT
Park Meadows No. 1	87	783
Park Meadows No. 2	86	774
Park Meadows No. 3	43	387
Park Meadows No. 4	34	306
Park Meadows No. 5	94	846
Park Meadows No. 6A	35	315
Park Meadows No. 6B	30	270
Park Meadows No. 6C	37	333
Quarry Mountain No. 1	140	1,120
Quarry Mountain No. 2	200	1,600
Quarry Mountain No. 3	36	288
Interior Parcel No. 1	11	99
Interior Parcel No. 2 North	75	600
Interior Parcel No. 2 South	70	560
Interior Parcel No. 3	120	960
Interior Parcel No. 4	60	480
Interior Parcel No. 5	18 -?	144
Interior Parcel No. 6	72	576
Interior Parcel No. 7	26	208
Hotel Site	600	1,490
Funicular Village	120	960
Overview Village	68	544
Club House Villas	8	64
Golf Course Club House	N/A	350
Fairway Village	72	576
Racquet Club Village	182	1,456
Racquet Club	N/A	500
Off-site Contributions		
Monhegan	100 ?-source	800
Quarry Mountain North	30	240
Round Valley No. 1	100	800
Round Vallely No. 2	100	800
Mountaintop Subdivision	12	108
Total		19,331 ADT

A P P E N D I X

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A-6 Park Meadows Water Agreement

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A-1

LETTER FROM SBSID ENGINEER

PM ENGINEERS, INC.
CIVIL. STRUCTURAL. MECHANICAL. ELECTRICAL.
SANITARY. ARCHITECTURAL & MATERIALS HANDLING.

P.O. Box 15412, 3891 South West Temple
Salt Lake City, Utah 84115 (801) 266-3555

MEMORANDUM

TO: Consulting Engineers Designing Sanitary Sewers in Snyderville Basin Sewer Improvement District

FROM: Rex Ausburn, P.E.
District Engineer
PM Engineers, Inc.

DATE: January 29, 1982

RE: Sewer Line Sizing

The Board of Trustees of the Snyderville Basin Sewer Improvement District, at the January 25, 1982 Board meeting, approved the following peaking factors for sanitary sewer line design within the District.

Line Size	Peaking Factor
Building Lateral (4" or 6")	4.0
8" - 15"	4.0
Above 15"	2.5

The above peaking factors are to be multiplied by the estimated average daily flows to determine the rate of flow to be used in line sizing calculations.

The above policy attempts to further explain Section III-6 of the Utah Code of Waste Disposal Regulations. If there are any questions or comments on specific projects, please contact our office.

/dh

A-2

SANITARY SEWER CALCULATIONS

This criteria for the capacity calculations is as follows:

Mannings Equation: $Q = \frac{1.49}{n} A R S$

Where Q = Flow capacity, cfs
n = Roughness coefficient, 0.013
A = Area of pipe, square feet
R = Hydraulic radius
S = Slope, ft/ft

Note: The roughness coefficient of 0.013 for P.V.C. has been recommended by SBSID. See Appendix A-1 for January 29, 1982, correspondence from P.M. Engineering.

The criteria for the loading calculations is as follows:

Q = (P.F.) (number of units) (capita per unit) (flow per capita) (unit conversion)

Where
1. Q = Flow loading, cfs
2. P.K. (Peaking factor) = 4.0 for pipe diameters less than 15 inches. See Appendix A-1.
3. Number of Units = High figure of range stated on Master Plan.
4. Capita per Unit = 3.2 capita/unit for single family and multi-family; 2.5 capita/unit for hotel units.
5. Flow per Capita = 100 gallons per capita per day for single family and multi-family; 62.5 gallons per capita per day for hotel rooms, 30 gallons per capita per day for schools.
6. Conversion Factor = (day/24 hours) (hour/60 min.) (min/60 sec) (c.f./7.48 gals.)

TABLE 1

SANITARY SEWER CAPACITY CALCULATIONS

Critical Sewer Segments	Dia. (in.)	Slope (%)	Pipe Capacity cfs	Projected Flow (cfs)	% of Capacity Used
A-2 to A-1	12	0.40	2.26	0.93	41
A-6 to A-5	8	0.40	0.77	0.69	90
A-10 to A-9	8	2.60	1.95	0.59	31
B-1 to C-5	10	0.40	1.39	1.22	88
B-2 to B-1	8	0.40	0.77	0.73	95*
B-6 to B-5	10	0.40	1.39	1.13	81
B-9 to B-8	8	0.40	0.77	0.61	79*
C-9 to C-8	8	0.40	0.77	0.01	1
C-5 to C-4	12	0.313	2.00	1.83	92
C-1 to lift station	10	0.28	1.16	1.16	100*
D-8 to D-7	8	0.40	0.77	0.66	86
D-4 to D-3	8	0.40	0.77	0.70	91
E-11 to E-10	8	8.45	3.52	0.35	10
E-4 to E-3	8	10.94	4.01	0.48	12
E-2 to E-1	12	0.22	1.68	0.50	30

*This is an existing line. A peaking factor of 2.5 was used to determine loading.

TABLE 2

SANITARY SEWER LOADING CALCULATIONS

Loading at Branch-Manhole	Units	Flow (cfs)	Total Flow (cfs)
A-11	100 - Monhegan	0.20	
	8 - Club house villas	0.02	
	68 - Overview Village	0.13	
	120 - Funicular Vilalge	0.24	0.59
A-2	72 - Fairway Village	0.14	
	35 - Park Meadows 6-A	0.07	
	30 - Park Meadows 6-B	0.06	
	37 - Park Meadows 6-C	0.07	0.93
B-12	200 - Quarry Mountain #3	0.40	0.40
B-9	600 - Hotel Site	0.58	0.98 (0.61)
B-5	72 - Interior No. 6	0.14	
	25 - Interior No. 2 No.	0.05	1.17 (0.73)
C-9	*25,000 s.f. - Club house	0.01	0.01
C-5	60 - Interior No. 4	0.12	
	Branch B	1.70	1.83
C-1	11 - Interior No. 1	0.02	1.85 (1.16)
D-6	120 - Interior No. 6	0.24	
	182 - Racquet Club Village	0.36	
	19 - Holiday Ranchettes	0.04	
	254 - Park City H.S.	0.01	
	4 - Park Meadows No. 5	0.01	0.66
D-3	18 - Lakeview Cottages	0.04	0.70
	32 - Quarry Mountain #2	0.06	
E-12	140 - Quarry Mountain #1	0.28	0.34
E-8	36 - Ridgeview Condos	0.07	0.41
E-1	40 - Ridgeview Sub.	0.08	
	3 - Park Meadows No. 3	0.01	0.50

*For club house - 25,000 s.f. divided by 43,560 s.f./acre x 0.0025 cfs/acre x peaking factor. The peaking factor used for the design of this existing line is 2.5 instead of 4.0. The resulting flow is shown in parentheses.

1981-1982 Park City High School enrollment is 254 students.

A-3

EROSION CALCULATIONS

Erosion in Swales

Required: Determine a method to evaluate the erosion potential in natural drainageways and proposed drainageways.

Given: "Specifications for soil erosion and sediment control in urbanizing areas" approved and adopted by the State of Maryland, Department of Water Resources.

Highway Engineering, Third Edition, Clarkson H. Oglesby.

Solution: The permissible velocities of flow for the stated conditions of vegetative protection as adopted by the State of Maryland are listed below:

No.	Cover	Slope Range (%)	Permissible Velocity(1) Erosion Resistant Soils (fps)	Easily Eroded Soils (fps)
1.	Bermuda grass	0-5	8.0	6.0
		5-10	7.0	5.0
		Over 10	6.0	4.0
2.	Reed canarygrass Tall fescue Kentucky bluegrass	0-5	7.0	5.0
		5-10	6.0	4.0
		Over 10	5.0	3.0
3.	Grass-legume mixtures(2)	0-5	5.0	4.0
		5-10	4.0	3.0
4.	Red fescue, Redtop, Lespedeza, Sericea	0-5(3)	3.5	2.5
5.	Annuals(4) Annual lespedeza, Sudangrass, small grain (rye, oats, barley), Eyegrass	0-5	3.5	2.5

A-3 (continued)

NOTES:
1. Velocities may exceed five feet per second only where good vegetative cover and proper maintenance can be obtained.
2. Do not use on slopes steeper than 10 percent except for side slopes in a combination channel.
3. Do not use on slopes steeper than 5 percent except for side slopes in a combination channel.
4. Annuals - Use as temporary protection until perennial ground covers are established.

MAXIMUM SAFE VELOCITIES
(from Highway Engineering, Table 11-3)

Type of Lining	Allowable Velocity(fps)
1. Well established grass on any good soil	6
2. Meadow-type grass with short, pliant blades, heavy stand	5
3. Bunch grasses, exposed soil between plants	2-4
4. Grains, stiff-stemmed grasses that do not bend over under shallow flow	2-3
5. Earth without vegetation:	
Fine sand or silt	1-2
Ordinary firm loam	2-3
Stiff clay, high colloidal	4
Clay and gravel	4
Coarse gravel	4
Soft shale	5

A-3 (continued)

To determine the actual velocity, Manning's Equation is used:

$$Q = \frac{1.49}{n} A \; R^{2/3} \; S^{1/2}$$

Where Q = Flow, cfs
A = Area, square feet
R = Hydraulic radius, dimensionless
S = Slope, ft/ft
n = Roughness coefficient

$$R = \frac{\text{Cross-sectional area of flow}}{\text{wetted perimeter}}$$

REPRESENTATIVE VALUES OF "n"
(from Highway Engineering, Table 11-2)

Type of Lining	Value of n
1. Ordinary earth, smooth graded	0.02
2. Jagged rock or rough rubble	0.04
3. Rough concrete	0.02
4. Bituminous lining	0.02
5. Smooth rubble	0.02
6. Well-maintained grass (depth of flow over 6 in.)	0.04
7. Well-maintained grass (depth of flow under 6 in.)	0.06
8. Heavy grass	0.10

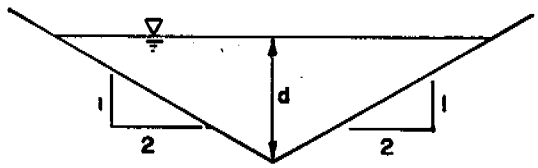
$$Q/A = V, \text{ Velocity} = \frac{1.49}{n} R^{2/3} \; S^{1/2}$$

$$V = \frac{1.49}{n} R^{2/3} \; S^{1/2}$$

A-3 (continued)

Example: Q(10-year) = 5 cfs (from Hydrology Study)
S = 5%
n = 0.02 (ordinary earth
V(allowable) = 4.0 for stiff clay, highly colloidal)

Typical Cross-section:



Equations: $Q = \frac{1.49}{n} AR^{2/3} S^{1/2}$

$A = 2d^2$

$R = \frac{2d^2}{2\sqrt{5}d} = \frac{d}{\sqrt{5}}$

$5 = \frac{1.49}{(0.02)} (2d)(d/\sqrt{5})^{2/3}(0.05)^{1/2}$

$0.26 = d^{8/3}$

$d = 0.60$ ft.

$V = Q/A = \frac{5\ CFS}{2(0.60\ ft)^2} = 6.93$ FPS

6.93 FPS > ALLOWABLE VELOCITY

If well-maintained grass is installed:

V(allowable) = 6 fps
n = 0.04

Equations: $5 = \frac{1.49}{(0.04)} (2d^2)(d/\sqrt{5})^{2/3}(0.05)^{1/2}$

$d = 0.78$ ft

$Q = \frac{5\ CFS}{2(0.78\ ft)^2} = 4.08$ V(ALLOWABLE)

A-3 (continued)

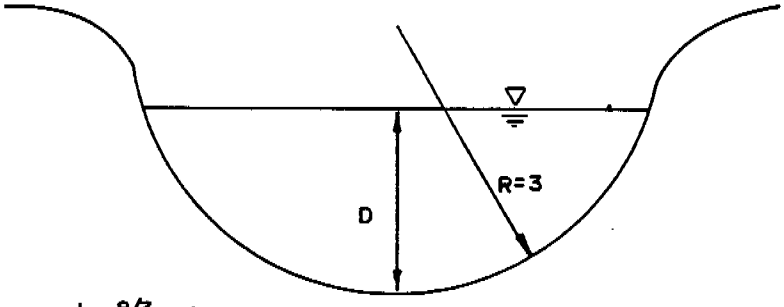
Park Meadows Channels

Required: Investigate whether the channels need additional erosion protection.

Given: The flows in the channels range from 2.5 to 3.5 cubic feet per second. The channels' grades range from 0.4 percent to 1 percent.

Solution: Type of soil - stiff clay, high colloidal.

The channel cross-section is best approximated by a semi-circle:



$Q = K' d^{8/3} S^{1/2}$

$K' = \frac{nQ}{d^{8/3} S^{1/2}}$

$K = \frac{(0.02)(3.5)}{(6)^{8/3}(0.01)^{1/2}} = 0.00589$

TABLE 3.4 METCALF & EDDY

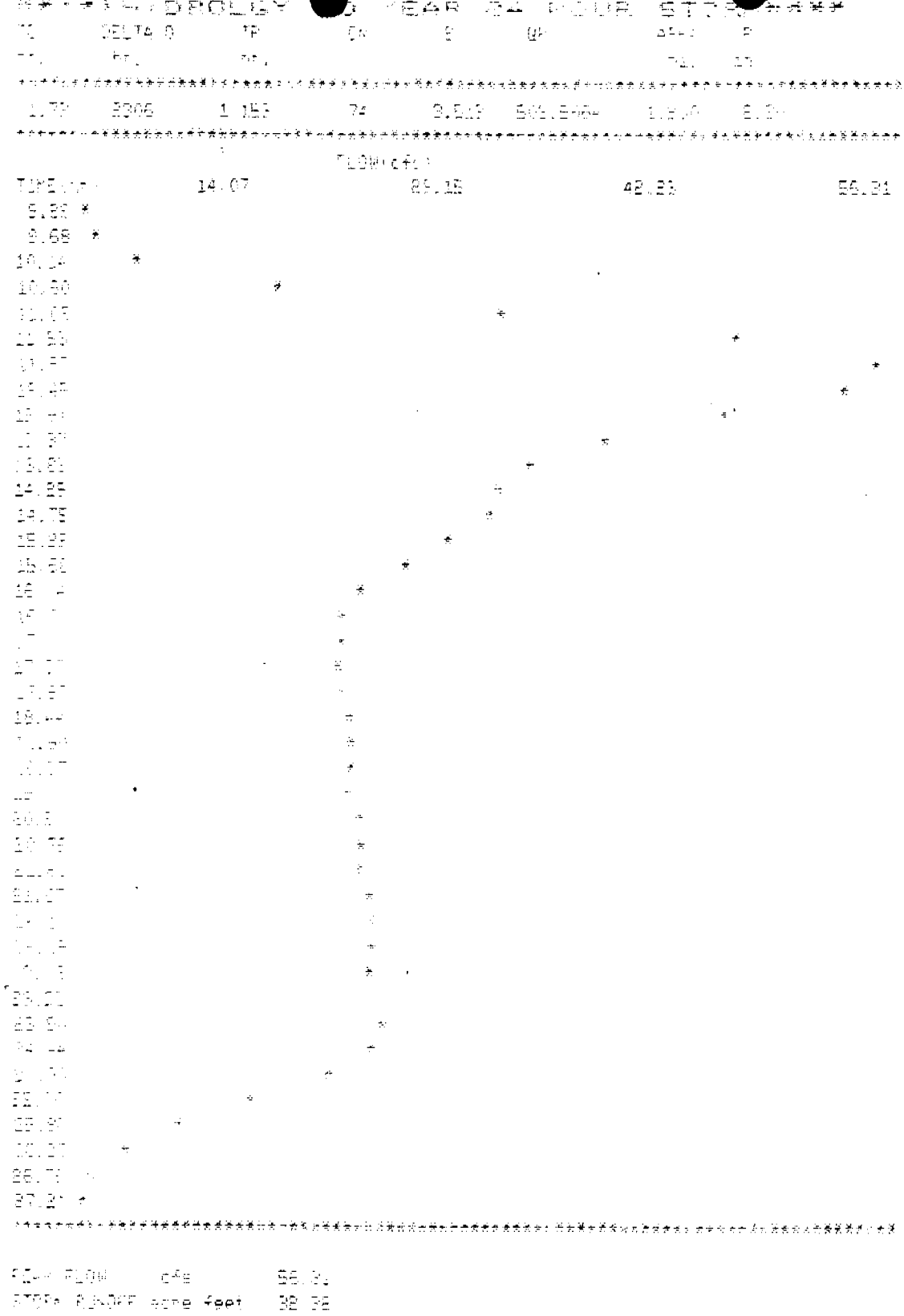
n=0.02
Q=3.5 cfs
d=6.0 ft
S=0.01 ft./ft.

From Table 3.4, D/d = 0.00589
From Figure 3.16, V/Vfull = 0.175
Vfull = 9.76 fps V = 0.175 (9.76) = 1.71 fps

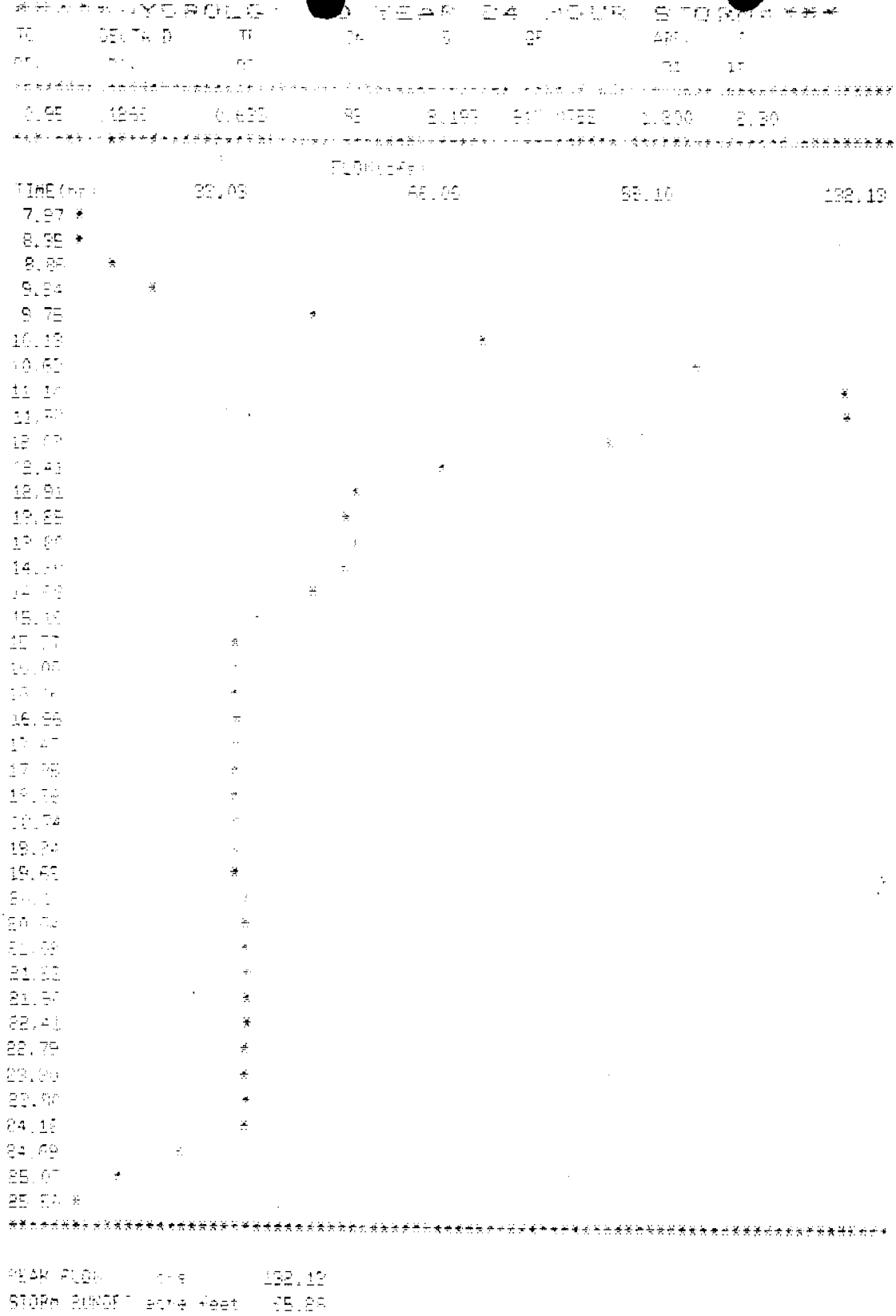
Conclusion: 1.71 fps 4 fps (allowable velocity)

A-4

STORM RUNOFF STORAGE CALCULATIONS



Park Meadows Basin - Historical Flow



Park Meadows Basin - Developed Flow

A-5

MINUTES OF PLANNING COMMISSION MEETING

June 21, 1978

will furnish and improve to City standards, at their expense, a road to the end of their property line, which abutts against the Treasure Hills Subdivision, and that North Park Development Company (NPC) will furnish and improve to City standards, at their expense, the road to U-248.

Chairman Watts indicated he felt some concern with the fact that NPC's property may not be annexed to the City, and that Mr. Allen Thompson, NPC proponent, would then not have a desire for completion of such a road at his expense. Mr. Dick Smith, PMDC proponent, was present and indicated if this circumstance was to be the case at the time of completion, an easement would be obtained from Mr. Thompson so that PMDC could complete the road through the Treasure Hills Subdivision, at their expense. Mr. Vic Ayers, Gump and Ayers, also indicated this would happen if those circumstances arose.

Even though verbal agreement seemed to be no problem, Chairman Watts indicated concern that it would be in the best interest of the City to have a written agreement established to assure the construction of a road at a time in the future that was outlined so that sufficient ingress and egress would be assured.

Mr. Dick Smith indicated he could not feel comfortable with agreeing to the construction of the road by a certain date, but he would be willing to agree to completion of the road at a time in the actual construction progress that would be feasible to the Commission.

Commissioner Reynolds suggested additional stipulations be imposed to insure the activities just discussed were complied with.

Commissioner Davidson moved approval of Park Meadows #4, with the following stipulations:

1. That the proponents receive approval from the Park City Fire Protection District and the Snyderville Sewer District.

2. That the proponents receive approval for the storm drainage system from the City Engineer.

3. That the proponents acquire an agreement from the Treasure Hills Development stipulating approval for completion of a road through their development, and that the agreement be reviewed and approved by the City Attorney.

4. That thirty (30) days from the date of this approval, the Planning Commission will be provided with a recorded easement assuring a right-of-way through the Treasure Hills Development connecting Park Meadows Subdivision No. 4, or, as an alternative, there is to be submitted to the Planning Commission an agreement indicating the existing easement on the east side of Park Meadows Subdivision No. 5 will be developed.

5. That the road referred to in Stipulation No. 4. will be constructed

at the time the Park Meadows Gold Course is opened, and/or after the completion of an additional one hundred (100) housing units.

Commissioner Reynolds seconded the motion and it was passed by the Commission.

PARK MEADOWS #6

Planning Director Preece indicated that the proponents are asking for Final Approval of a one hundred and nine (109) lot subdivision located northease of the Holiday Ranch Area. He recommended approval be granted, with the following stipulations:

1. That the proponents receive approval from the Park City Fire Protection District and the Snyderville Sewer District.

2. That the proponents receive approval for the storm drainage system from the City Engineer.

Mr. Jack Johnson, representing the proponents, presented a final plat to the Commission for consideration, and noted that there was a reduction in the number of lots, bringing the total number of lots to be developed down to one hundred and two (102) lots.

After some discussion regarding the same road situation as exists between Park Meadows #4 and the Treasure Hills Subdivision, Commissioner Lawson made a motion to grant approval, with the following stipulations:

1. That the proponents receive approval from the Park City Fire Protection District and the Snyderville Sewer District.

2. That the proponents receive approval for the storm drainage system from the City Engineer.

3. That thirty (30) days from the date of this approval, the Planning Commission will be provided with a recorded easement assuring a right-of-way through the Treasure Hills Development connecting Park Meadows Subdivision No. 4, or as an alternative, there is to be submitted to the Planning Commission an agreement indicating the existing easement on the east side of Park Meadows Subdivision No. 5 will be developed.

4. That the road referred to in Stipulation No. 3 will be constructed at the time the Park Meadows Golf Course is opened, and/or after the completion of an additional one hundred (100) housing units.

The motion was seconded by Commissioner Reynolds and passed by the Commission.

SNOW PARK SUBDIVISION

Planning Director Preece indicated that the proponent is asking for Final Approval for a sixteen (16) lot subdivision located at the entrance

A-6

PARK MEADOWS WATER AGREEMENT

PARK MEADOWS #~~3~~ 24
MASTER UTILITY AGREEMENT

CONTRACT

This contract is entered into this 15th day of August, 1980, by and between PARK MEADOWS DEVELOPMENT COMPANY, a Utah partnership (hereinafter referred to as "Park Meadows"), and the CITY OF PARK CITY, a body corporate and politic of the State of Utah (hereinafter referred to as "City"), with regard to the following:

RECITALS

Park Meadows and the City have heretofore entered into certain agreements with regard to the development of property located in Park City by Park Meadows and the furnishing by the City of culinary water for such developments.

The parties desire to set forth in writing the agreements heretofore made such that said agreements are set forth in their entirety in this document.

Park Meadows and the City have agreed and do hereby agree as follows:

1. Park Meadows has installed and will complete and pay for the installation of a well near the sewer treatment plant including control house, valve system and tie-in to existing water main at the location. Total installation costs through April of 1980 are $36,626.00. When all installation

costs have been incurred and paid, Park Meadows will present a statement of such costs to the City as evidence of the costs paid by Park Meadows. Park Meadows shall be entitled to one water connection without charge or cost to it for each $750 of installation costs incurred by Park Meadows with regard to the Park Meadows well, as provided in paragraph 4 hereof.

2. The Park Meadows well contains an assigned water right of 300 acre feet, of which all right, title and interest of Park Meadows has been transferred to the City by document attached hereto as Exhibit "A". Excess capacity of the Park Meadows well beyond the 300 acre feet shall be committed primarily to the fulfillment or partial fulfillment of the City's obligation to the developments of Park Meadows as such obligation is set forth herein.

3. The Park Meadows well will be tied into the City's master culinary water system.

4. Park Meadows agrees that it will pay for and construct a 400,000 gallon culinary water reservoir in the Quarry Mountain area to service the Park Meadows developments. Additionally, Park Meadows shall pay all costs related to the installation of the reservoir including the tank and required piping. Building permits for such construction shall be issued by the City on the basis of the actual costs which the City shall have for plan review and building or construction

inspection. Park Meadows shall be entitled to receive from the City, without cost to Park Meadows, the number of culinary water connections determined by dividing $750 into the total construction costs incurred by Park Meadows in connection with the construction, installation, including the tank, and the piping required for the reservoir. The number of culinary water connections to which Park Meadows becomes entitled pursuant to this agreement shall be held by the City for a period of 25 years, but may be used only for water connections in the Park Meadows development. These water connection rights are freely transferable or assignable by Park Meadows, after written notice to the City, to any culinary water user in the Park Meadows or Park Meadows Mountain projects.

5. The City agrees that it will not limit or deny Park Meadows a connection unless there is inadequate culinary water for Park City. Inadequate culinary water shall mean that, because of lack of water and not a defective water distribution system, there are at least 100 dwelling units in Park City which have a culinary water pressure of less than 20 pounds per square inch in the lines serving such units. The City agrees to be mindful of the prepaid water connections here sold when line pressures approach the limit set forth herein, such that if possible new third-party connections will not be allowed when the then existing connections plus the connections sold hereunder would equal the capacity of the system.

6. The location for the culinary water reservoir planned on the Quarry Mountain site will be planned to the mutual agreement of the parties hereto so that it aesthetically fits the surroundings.

7. Park Meadows is additionally obligated to pay for the construction of an additional 100,000 gallons of capacity in a culinary water reservoir to be constructed in 1980 on "Cemetery Hill" with Park Meadows to receive without cost culinary water connections for every $750 of construction funds paid by it all in the same manner as provided in paragraph 4 hereof.

8. Park Meadows agrees, if so required by the City, to provide and pay for a culinary water reservoir in order for it to develop Park Meadows 6 Subdivisions, which reservoir anticipates approximately 250,000 gallon capacity. The provisions of this paragraph are in addition to all other obligations of Park Meadows elsewhere set forth in this agreement. Any costs incurred by Park Meadows in performing its obligations under this paragraph of this agreement shall not entitle Park Meadows to any additional water connections. The obligation required of Park Meadows by this paragraph arises out of the conditions imposed during annexation of Park Meadows property.

9. Subject to paragraph 5, the City commits to furnish all of the water requirements of Park Meadows in all

of the Park Meadows property owned by Park Meadows, Park Meadows Mountain, a Utah partnership, and their affiliates. Specifically, the City understands that Park Meadows and its affiliates will require:

(a) Culinary water and landscaping irrigation water for presently subdivided lots and up to 1,572 dwelling units on properties not yet subdivided as referred to in Exhibit "B" attached hereto and made a part hereof;

(b) Untreated irrigation water for the Jack Nicklaus Golf Course to be drawn from but not limited to untreated water from the Park Meadows well or untreated water tributaries of the Spiro Tunnel water supply;

(c) Culinary water for the Jack Nicklaus Golf Course club house facilities, restaurants and other related amenities.

10. The term "paid water connection" as used herein shall be defined as the water connection necessary for a "dwelling unit." For the purposes herein, a single-family home and each separate apartment (in an apartment complex) containing two bedrooms or more shall constitute a "dwelling unit." A one-bedroom apartment in an apartment complex shall constitute one-half of a "dwelling unit," and a hotel room shall constitute one-half of a "dwelling unit."

11. The signature of the City hereon by and through its duly elected Mayor indicates the approval of the City Council to the agreements and contracts set forth herein.

DATED this 13 day of [illegible], 1980.

PARK MEADOWS DEVELOPMENT COMPANY,
a Utah partnership

By _____
General Partner

CITY OF PARK CITY

By _____
John C. Green, Jr., Mayor

The above contract received the approval of the City Council of Park City at its regularly scheduled meeting on July 3, 1980.

CITY OF PARK CITY

By Linda W. Feathers
City Recorder

Approved as to form
[illegible]
City Attorney
August 4, 1980

REFERENCES

- Rex Ausburn, P.M. Engineering
- Jerry Blair, Wayne T. VanWagoner and Associates, Inc.
- Fluid Mechanics, Victor L. Streeter, E. Benjamin Wylie; McGraw Hill Inc., 1975
- FP-5 User Manual - Water, Forsgren-Perkins Engineering PA, 1978
- Park City Master Water Plan, Bush & Gudgell, 1982
- Park City Water Resources Study, J. J. Johnson & Associates, 1982
- Residential Streets, Objectives, Principles and Design Consideration, ULI, ASCE, NAHB, March 1977
- Silver Mountain Impact Analysis and Preliminary Plan, J. J. Johnson & Associates, Winter 1981/1982
- State of Utah Public Drinking Water Regulations, Utah Department of Health, Division of Evnironmental Health, 1981
- Wastewater Engineering: Collection, Treatment, Disposal, Metcalf and Eddy, Inc., 1972

PARK CITY
1884

Department of Community Development
Engineering • Building Inspection • Planning

September 23, 1999

Bryan Naugle, The Melrose Company
c/o Park Meadows Country Club
P O Box 680430
Park City, UT 84068

NOTICE OF PLANNING COMMISSION ACTION

Project Name	2000 Meadows Drive
Project Description	CUP for Swimming Pool and Pool House
Date of Meeting	December 16, 1998

Action Taken By Planning Commission Approved an amendment to the Park Meadows MPD to allow construction of a pool and fitness facility at 2000 Meadows Drive based on the findings of fact and conclusions of law in the staff report and the conditions of approval as follows.

Conditions of Approval

1. All standard conditions of project approval shall apply to this project.
2. No outdoor music is allowed in association with the new fitness facility and pool.
3. The building materials for the proposed structure shall be stained wood siding and cedar shake shingles for the roof.
4. Any future lighting will require a separate Building Permit and shall comply with the City's Lighting Standards.
5. This approval shall be null and void as of December 16, 1999, unless the applicant has received a building permit for the project.
6. The hours of operation for the pool are restricted to daylight hours.

Please call me if you have questions. My phone number is 615-5061.

Sincerely,

ReNae Rezac
Planning Department

FILE COPY

an important aspect and he requested specific language on ways to connect to the rail trail system and other areas of town.

Commissioner Wintzer stated that the area is a hodge podge of 1970's to 1990's development and something definitely needs to be done. He believes that transportation is the key to making it work. Commissioner Wintzer noted that the existing Code allows for an MPD process and allows them to look at existing structures and to change height and density with good planning. He could not see the urgency in making these changes so quickly. Commissioner Wintzer preferred to have a visionary study of the area before they consider changing the Code. He was unsure how allowing taller heights within the interior portion of the parcel would work with multi-property owners. He was concerned about the height and worried that the Yarrow would be the first building to be torn down and a five story hotel built in its place. He was cautious about creating the desire to tear down structures to take advantage of a new height restriction.

Vice-Chair Thomas agreed with the comments expressed by his fellow Commissioners. He was concerned about the height issue and the square footage, noting that 20,000 square feet is a lot of area. He worried about peppering the community with a number of buildings that size. Vice-Chair Thomas felt that 10,000 square feet was more appropriate. He agreed with the need for a parking intermoudal transportation study to vision on how to resolve some of the issues.

Mr. Erickson clarified that 5 stories and 20,000 square feet was put in the document for the purpose of generating discussion. He appreciated their input and will incorporate their comments. With respect to the type of uses allowed in the District, Mr. Erickson proposed that the Planning Commission, at the time of review of the MPD, allocate a number of spaces, size of spaces, and where drop off and parking could occur, in order to achieve the proper balance and make the decision of who is or is not allowed. They could add guidance into this document that limits the amount of national chains. He was reluctant about writing too many restrictions into this document that would be unenforceable in a site specific MPD. Mr. Erickson clarified that they are not proposing a lot of changes to the Land Management Code. They are only trying to provide guidance on the application of those principles in areas where the Planning Commission has discretion, such as height, setbacks, and land uses. He noted that the only significant changes proposed to the Land Management Code addresses uses in the Frontage Protection Zone on the 30 foot to 100 foot setback and changing the definition of one type of open space to allow plazas to be considered open space in the District.

2. <u>2000 Meadows Drive, Park Meadows Country Club - Master Planned Development pre-application for additional residential units on unused Golf Course property</u>

Due to a conflict of interest, Commissioner Volkman recused himself from this item.

Commissioner Sletten stated that he spoke with the City Attorney and because he is a social member at the club and not an equity member it does not present a conflict.

Planner Brooks Robinson noted that this application is a pre-master planned development application. A pre-application allows the applicant to present his project to the Planning Commission for input on a conceptual basis prior to spending an inordinate amount of time and resources. He noted that a public hearing was scheduled this evening.

Planner Robinson reported that some areas of the Park Meadows Golf Course are not being utilized for golfing. These areas are not irrigated or maintained. The applicant is the Park Meadows Country Club and they are looking at potentially carving off several areas to create additional residential development. One of those areas is along Estates Drive at the eastern end of Meadows Estates 1A. The second area is at the golf maintenance yard also along Estates Drive, closer to the Four Lakes subdivision.

The Staff conducted a preliminary analysis of this project and found several issues. One is that the zoning for the golf course is recreational open space and the applicant is proposing a rezone to residential. Planner Robinson stated that the City looks at this type of rezone much more carefully than rezoning from one type of residential to another type of residential. He clarified that as part of the zoning, the City is a party to some restrictive covenants with the original developer, which says that all the area was zoned ROS and the golf course itself was to be for golf and golf related facilities only. Therefore, the City Council would need to agree to any changes to that restrictive covenant.

Planner Robinson stated that the second issue they identified is the Park Meadows master plan. The applicant is contending that there are hundreds of extra units from the original Park Meadows Master Plan. At this point, all the subdivisions that were part of the Park Meadows Master Plan have been built out and whether that is short of the initial density is not the point. The Staff contends that there is no residual density and this is a new subdivision application. Planner Robinson remarked that the third issue is General Plan compliance. Like the Park Bonanza area, this part of town does not have a neighborhood general plan. It is an existing community that the General Plan does not address. The Growth Management section in the General Plan contains topics that concerned the citizenry when the General Plan was adopted, such as nuisances and quality of life, loss of community identity, loss of open space, and reasonable expectation of adjacent land use. The last concern is particularly important, and the Staff received a number of phone calls, emails, and letters from the surrounding community, prior to this application being submitted. He expected a number of people to express their concerns at the public hearing this evening. Planner Robinson stated that when someone purchases a home next to a golf course that is zoned open space, a reasonable expectation of land use is that the land will remain a golf course.

Blake Fisher, representing the applicant, stated that Park Meadows is not a land development or developer. They are a golf course and this is an exploratory process for the Board of Directors. Mr. Fisher stated that he is President of the Board of Directors and Bob Dillon is also a board member and their legal representative. He noted that Pete Gillwald is an architect they contracted to represent the Club in planning out potential proposed lots. Mr. Fisher provided a brief background on the Park Meadows Country Club and noted that it has gone through a number of ownerships over the years. Three years ago the members purchased the Club for several million dollars and currently has 350 members who either live in Park City or have a second residence. The club focused its first few years on trying to operate the Club as efficiently as possible to keep it going and they are currently evaluating their future requirements. Mr. Fisher remarked that the goal is for Park Meadows to continue to be a first class country club for the benefit of its members and the community. He noted that the golf course is 23 years old and the clubhouse is 20 years old and both are in need of significant capital improvements. These capital improvements include redoing the drainage on the golf course, upgrading the greens and bunkers, replacing an outdated irrigation system, and making improvements to the clubhouse. Mr. Fisher believes the upgrades to the drainage and irrigation system will enable them to significantly conserve water. In the process of consulting with golf course architects, they determined that they could reduce the amount of acreage currently being maintained and watered without materially altering the play or the design of the golf course.

Mr. Fisher stated that Pete Gillwald was hired to assess the possibility of creating lots on the golf course which resulted in this preliminary application. He believed the ability to timely proceed with the improvements would be enhanced if they can obtain approval for their plans. Mr. Fisher clarified that the Board of Directors is exploring their options to determine which improvements can be made so they can present a plan to their membership. They looked at several areas on the golf course and narrowed it down to four lots along Estates Drive and a one acre area adjacent to the maintenance shed. When they filed application with the Planning Department, they also notified the residents within 300 feet of the proposed development, offering to inform them of their plans. Mr. Fisher remarked that several homeowners in Four Lakes requested that he talk to the Four Lakes Board of Directors and he has had numerous discussions with the President of the Four Lakes HOA and some of their members. As a result of those discussions, a compromise was reached with the Four Lakes President and Board of Directors and they have verbally agreed to drop their request for the two lots on the north side of Estates Drive. Mr. Fisher stated that they have also agreed to talk about potential height restrictions on the two lots remaining on the other side. Mr. Fisher remarked that he was also made aware that the Homeowners Association along Estates Drive is opposing this request based on traffic concerns and the loss of open space on the side of one home. He hopes that their offer to drop two lots and make height concessions on the remaining two lots will temper the reaction to their proposed plans. Mr. Fisher believed the benefits

to their members and the importance of maintaining the golf course and a first class facility would outweigh those objections.

Mr. Gillwald, the project architect, commented on the process they went through before deciding on the plan being presented this evening. They looked at the best way to extend the neighborhood with the least amount of impacts and eliminated a number of places for a variety of reasons. Mr. Gillwald reviewed the proposed plan and presented a visual analysis to give a sense of the visual impacts to homes on Hole 15 and the Tee box area of Hole 16. He noted that the golf course needs upgrading for irrigation and their plan would substantially reduce the amount of water usage.

Bob Dillon stated that when the Country Club undertook this project he believed it would be controversial and with that in mind, they tried to be sensitive to the surrounding neighbors. Mr. Dillon presented the Park City zoning map and indicated the original Park Meadows MPD. He noted that approximately 1750 units was projected in the original plan and the actual build out was 1220 unit. He pointed out that everything in the MPD was planned larger than actual, including the golf course which is 160 acres. Mr. Dillon stated that an outdated irrigation system waters in unnecessary areas, and since the drainage is not working properly, water is lost through evaporation. The intent is to put the golf course back into prime condition with an updated computer system. Mr. Dillon commented on the areas proposed for development, noting that Four Lakes were the only residents they believed would be impacted. They had not expected opposition from the Meadow Estates Homeowners. Mr. Dillon requested support from the City to develop land that does not affect the golf course or materially affect surrounding neighborhoods. They realize their density will come from the subdivision application and they have no intention of trying to utilize the density from the MPD.

Vice-Chair Thomas opened the public hearing.

Donna Page stated that she and her husband purchased their first house in Park Meadows in 1980. When the lots were made available in Park Meadows Estates, they were one of the first to purchase and they are the only owners on Lot 22 of Meadows Estates 1A. Ms. Page stated that she chose this lot because it was the last lot on the east end and they knew it was part of a master plan. She remarked that in a master plan, what you see is what you get, and they knew that Lot 22 would have a golf course on three sides forever. Ms. Page stated that thirteen years after they purchased their lot, they finally built their house in 2003. Now, three years later, the Park Meadows Country Club is asking them to give up some of their open space and the view they have down the fairway to the mountain would become two house lots. Ms. Page noted that the applicant has said they were using land that was not being utilized by the golf course. She passed around a photograph taken that morning that showed the area they claim is not being used. With the exception of one small patch, everything else is landscaped and appears to be

maintained. Ms. Page stated that Park City treasures its open space and there is no reason why any open space should ever be rezoned, especially if it only benefits a private corporation with a limited membership. Ms. Page read from the CC&R's, "This declaration of Restrictive Covenants and the Restrictive Covenants set forth herein, are and shall be deemed, irrevocable and shall be deemed covenants running with the land, and shall constitute burdens to the declarate, successors, and assigns and all parties here and after owning or acquiring any interest in this property." She stated that this project will have nothing but a negative effect on the community, it will decrease property values, limit view corridors, increase the area density, and add to the congestion of their streets. She also believed this project would set a precedent for allowing private corporations the right to change open space to property for profit. Ms. Page urged the Planning Commission to deny this application for the good of the community.

Calee Williams stated that she purchased at Four Lakes Village last summer her home is located on the 16th Tee box. She was glad they recognized that her view would be impacted and agreed to a compromise that would eliminate putting two houses at that Tee box. However she believes the remaining two houses across the street would still have an impact. Ms. Williams suggested the possibility of assessing the members for any repair work that needs to be done on the irrigation system.

Mike LaPay, a resident at 2957 American Sadler Drive, opposed this proposal for traffic reasons and the loss of reserved open space. It appears that Park City is always trying to preserve open space and to take away open space and allow potential development goes against the focus of the community. Mr. LaPay noted that he is a member of the Park Meadows Country Club but he is very much opposed to selling off this land. He felt that if the irrigation system needs to be updated, the members should come forward and pay for it.

Elsa Leonhart, stated that she has been a resident at 2808 Four Lakes Drive since 1992. She wanted to go on record as being totally opposed to any zoning change for development by the Park Meadows Country Club on what is prime open space within Park City proper. Ms. Leonhart remarked that the Park Meadows Golf Course was originally designated to be used only for a golf course and related club house and out buildings. She referred to the CC&R's executed on February 26, 1981 and filed on May 8, 1981. Ms. Leonhart noted that Park City residents have approved bond issues and have been asked to purchase land for the purpose of preserving open space. In her opinion, a proposal to allow development on prime open space within the City that financially benefits only the members of a private country club and a developer, but gives no value and is detrimental to the community as a whole, is unconscionable. Ms. Leonhart remarked that the property adjacent to holes 15 and 16 is a wetland. These areas flood each Spring as a result of the runoff to the extent that homes adjacent to this area have crawl spaces that fill with water and necessitate the use of sump pumps and large hoses for at least a month. Large lakes

PARK MEADOWS COUNTRY CLUB
MAINTENANCE BUILDING

PARK CITY, UTAH 84060

CONSULTANTS

CIVIL ENGINEERING
ALLIANCE ENGINEERING, INC.
323 MAIN STREET, P.O. BOX 2664
PARK CITY, UTAH 84032
TEL. 435-649-9467
MICHAEL DEMKOWICZ
EMAIL: michael@alliance-engr.com

LEGEND

- BRICK & STONE
- EARTH
- CONCRETE
- CONCRETE MASONRY UNIT
- STEEL (LARGE SCALE)
- RIGID INSULATION
- ROUGH WOOD
- BLOCKING
- ALUMINUM (LARGE SCALE)
- GRAVEL
- FINISHED WOOD
- BATT OR BLOWN INSULATION
- PLASTER, SAND, GROUT, MORTAR
- STEEL (SMALL SCALE)
- BITUMINOUS PAVING
- PLYWOOD
- GYPSUM BOARD

OFFICE 103 — ROOM NAME / ROOM NUMBER

- FLOOR, POINT ELEV.
- CENTER LINE
- ROUND, DIA.
- CHANNEL
- ANGLE
- DETAIL
- SECTION CUT, DETAIL
- BUILDING SECTION
- KEYED NOTES
- WINDOW TYPE
- DOOR NUMBER
- REVISION
- INTERIOR WALL ELEV.
- WALL TYPE

CODE ANALYSIS

APPLICABLE CODES

2021 IRC	2021 IBC
2021 IPC	2021 IMC
2020 NEC	2021 IFGC
2015 IECC RES.	2021 IFC
2018 IECC COM.	2021 IEBC

OCCUPANCY: A

CONSTRUCTION TYPE: VB
BUILDING TO BE FIRE SPRINKLED: CONTRACTOR TO PROVIDE APPROVALS PRIOR TO INSTALLATION.

AREA CALCULATION
EXISTING MAINTENANCE BUILDING: 8522 S/F
PROPOSED MAINTENANCE BUILDING: 6386 S/F
PROPOSED LEAN TO SHED: 2018 S/F
EXISTING PAVEMENT : 44,419 S/F
REMOVED PAVEMENT : 1427 S/F
NEW PAVEMENT : 12,171 S/F
TOTAL PAVEMENT : 55,163 S/F

INDEX TO DRAWINGS

#	SHEET #	SHEET DESCRIPTION
1	Aa	COVER SHEET
		SURVEY/CIVIL
2	1 of 1	EXISTING CONDITIONS & TOPOGRAPHIC MAP
		ARCHITECTURAL
3	A0.1	OVERALL ARCHITECTURAL SITE PLAN
4	A0.2	PHOTO'S AND RENDERINGS
5	A0.3	LANDSCAPE PLAN
6	A1.1	MAIN LEVEL PLAN
7	A1.2	ROOF PLAN
8	A1.3	LEAN TO SHED - MAIN LEVEL PLAN, ROOF PLAN AND ELEVATIONS
9	A2.1	NORTH AND WEST ELEVATIONS
10	A2.2	EAST AND SOUTH ELEVATIONS

ABBREVIATIONS

A/C	AIR CONDITIONING	F.D.	FLOOR DRAIN	PR.	PAIR
ACOUST.	ACOUSTICAL	FND	FOUNDATION	R.D.	ROOF DRAIN
ADD.	ADDENDUM	FIN.	FINISH	REG.	REGULAR
ADJ.	ADJUSTABLE	FLR.	FLOOR	R.S.	ROUGH-SAWN
ALLOW.	ALLOWANCE	F.R.	FIRE RATED	RAD.	RADIUS
ALUM.	ALUMINUM	FTG.	FOOTING	REINF.	REINFORCING
APPROX.	APPROXIMATE	G	GAS	REQ'D.	REQUIRED
B.D.	BOARD	G.I.	GALVANIZED IRON	REV.	REVISED
B.U.	BUILT-UP	GA.	GAUGE	RM.	ROOM
B.W.	BOTH WAYS	GALV.	GALVANIZED	R.O.	ROUGH OPENING
BLDG.	BUILDING	GRD.	GRADE	S & R	SHELF AND ROD
BLK.	BLOCK	G.W.B.	GYPSUM WALL BOARD	S.C.	SOLID CORE
BRK.	BRICK	G.L.B.	GLU-LAM BEAM	SCHED.	SCHEDULE
C.I.	CAST IRON	H.B.	HOSE BIBB	SHT.	SHEET
C.J.	CONTROL JOINT	HD.	HEAD	SIM.	SIMILAR
C.M.U.	CONCRETE MASONRY UNIT	H.M.	HOLLOW METAL	SPEC.	SPECIFICATION
CLG.	CEILING	HOR.	HORIZONTAL	STD.	STANDARD
COL.	COLUMN	I.D.	INSIDE DIAMETER	STL.	STEEL
COMP.	COMPACTED/COMPOSITE	INT.	INTERIOR	STRUCT.	STRUCTURAL
CONC.	CONCRETE	IRRIG.	IRRIGATION	SYS.	SYSTEM
CONST.	CONSTRUCTION	INSUL.	INSULATION	T & B	TOP AND BOTTOM
CONTR.	CONTRACTOR	JB.	JAMB	T & G	TONGUE AND GROOVE
CONT.	CONTINUOUS	JNT.	JOINT	T.O.	TOP OF
D.F.	DRINKING FOUNTAIN/DOUGLAS FIR	M.R.	MOISTURE RESISTANT	T.O.F.	TOP OF FOOTING
DIA.	DIAMETER	MANF'R	MANUFACTURER	T.O.W.	TOP OF WALL
DIM.	DIMENSION	MAX.	MAXIMUM	TYP.	TYPICAL
DN.	DOWN	MECH.	MECHANICAL	T.S.	STEEL TUBE COLUMN
DWG.	DRAWING	MIN.	MINIMUM	U.N.O.	UNLESS NOTED OTHERWISE
DTL.	DETAIL	(N)	NEW	VERT.	VERTICAL
EA.	EACH	N.I.C.	NOT IN CONTRACT	V.T.R.	VENT THRU ROOF
E.F.	EXHAUST FAN	N.T.S.	NOT TO SCALE	W.	WATER
E.I.F.S.	EXT. INSUL. FINISH SYSTEM	NO.	NUMBER	WD.	WOOD
E.J.	EXPANSION JOINT	O.C.	ON CENTER	W/	WITH
ELEC.	ELECTRIC/ELECTRICAL	O.D.	OUTSIDE DIAMETER	WP.	WATERPROOF
ELEV.	ELEVATION	OF.D.	OVERFLOW DRAIN	W.R.	WATER RESISTANT
EQ.	EQUAL	OPN'G	OPENING	W.H.	WATER HEATER
E.T.	EXPANSION TANK	PLYWD.	PLYWOOD	W.S.	WATER SOFTNER
EXIST. (E)	EXISTING	PNT.	PAINT	W.W.F.	WELDED WIRE FABRIC
EXT.	EXTERIOR	PNTD.	PAINTED	W.W.M.	WOVEN WIRE MESH

GENERAL NOTES

1. THIS DESIGN IS AN ORIGINAL UNPUBLISHED WORK AND MAY NOT BE DUPLICATED, PUBLISHED AND/OR USED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT/ENGINEER.

2. THESE SHEETS - LISTED BY DRAWING INDEX , ALL ACCOMPANYING SPECIFICATIONS FOR MATERIALS, WORKMANSHIP QUALITY, AND NOTES HAVE BEEN PREPARED SOLELY FOR THE CONSTRUCTION AND FINISH OF PROJECT IMPROVEMENTS, COMPLETE AND READY FOR OCCUPANCY AND USE.

3. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH PERTINENT JURISDICTIONAL CODES, RESTRICTIONS, COVENANTS, AND/OR ORDINANCES. ANY CONFLICT BETWEEN DESIGN AND REQUIREMENT SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING.

4. ANY AND ALL PROPOSED CHANGE, MODIFICATIONS AND/OR SUBSTITUTION SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING.

5. IN THE EVENT OF CONFLICT BETWEEN THE DESIGN DOCUMENTS AND/OR JURISDICTIONAL REQUIREMENTS, THE MORE RESTRICTIVE FROM THE STANDPOINT OF SAFETY AND PHYSICAL SECURITY SHALL APPLY.

6. ANY INSTALLATION, FINISH, OR COMPONENT INTENDED TO PROVIDE ENCLOSURE, WEATHER ABILITY OR APPEARANCE QUALITY SHALL BE PRODUCED AS A REPRESENTATIVE SAMPLE PRIOR TO PROCEEDING WITH COMPLETION. WORK PERFORMED WITHOUT WRITTEN APPROVAL OF SUCH SAMPLE BY THE ARCHITECT/ENGINEER SHALL BE DONE AT THE RISK OF THE CONTRACTOR. A MINIMUM OF TWO (2) WORKING DAYS NOTICE SHALL BE GIVEN.

7. ALL WORK SHALL BE INSPECTED BY GOVERNING AGENCIES IN ACCORDANCE WITH THEIR REQUIREMENTS. JURISDICTIONAL APPROVAL SHALL BE SECURED BEFORE PROCEEDING WITH WORK.

8. BUILDING DESIGN IS GENERALLY PREDICATED UPON PROVISIONS OF THE 2015 IRC AND AMENDMENTS AS MAY HAVE BEEN LOCALLY ENACTED. ALL REQUIREMENTS OF THE JURISDICTIONAL FIRE SAFETY/PREVENTION DISTRICT SHALL BE ACCOMMODATED BY THIS DESIGN AND ANY CONSEQUENT CONSTRUCTION.

9. ALL 2/5 lb. GAS PIPE SYSTEM METER SETS REQUIRES PRIOR APPROVAL FROM QUESTAR GAS COMPANY. PROVIDE A LETTER FROM QUESTAR APPROVING SYSTEM.

10. ALL FIELD WELDING OR TORCH WORK, WILL REQUIRE A SEPARATE "HOT WORK" PERMIT PRIOR TO BEGINNING WORK. IFC 105.6.11.

11. TOWER CRANES REQUIRE A SEPARATE PERMIT. CONTACT BUILDING DEPARTMENT FOR REQUIREMENTS.

12. EXCAVATION NOT TO EXCEED 2:1 SLOPE WITH OUT A SOILS REPORT.

13. BUILDING SHALL COMPLY WITH THE PROVISIONS IN THE (WUI) WILDLAND - URBAN INTERFACE CODE AS ADOPTED BY THE STATE OF UTAH AND AMENDED BY PARK CITY PER LMC 11-21.

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Jonathan DeGray
Architect
P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel. 435-649-7263, E-mail: degrayarch@qwestoffice.net

PROJECT DESCRIPTION:
PARK MEADOWS COUNTRY CLUB
MAINTENANCE BUILDING
PARK CITY, UTAH 84060

SHEET DESCRIPTION:
COVER SHEET

REVISIONS:

DATE:
OCTOBER 20, 2023

PROJECT NUMBER:
2307-01

SHEET NUMBER:
Aa

SURVEYOR'S CERTIFICATE

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

PROFESSIONAL LAND SURVEYOR
No. 4857264
MICHAEL DEMKOWICZ
STATE OF UTAH

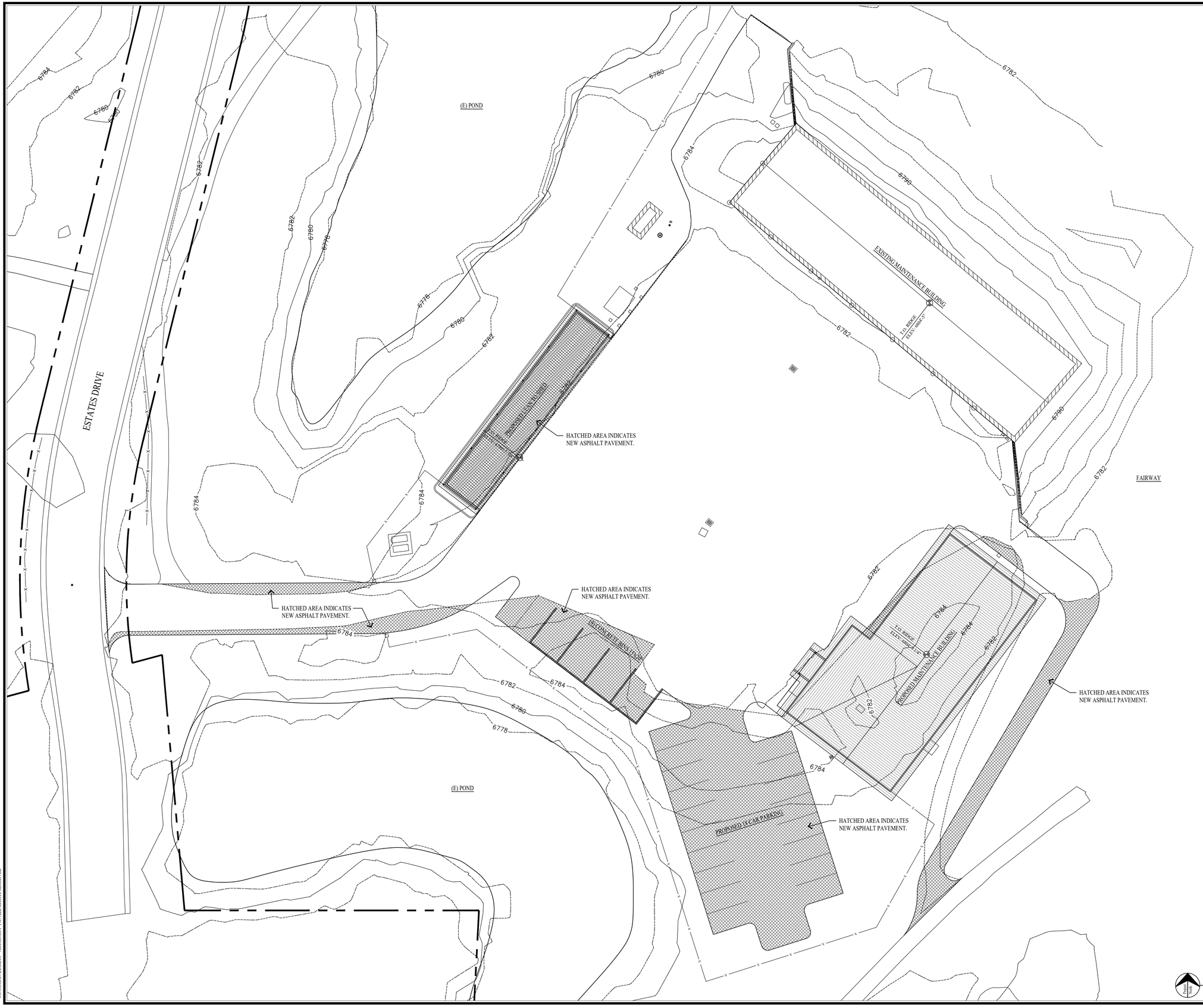
NOTES

1. Site Benchmark: Water Valve = 6782.3'.
2. Field work for this survey was completed on October 19, 2022.
3. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
4. Underground utilities not shown. Blue stake and private utility locating is required.

DRAFT FOR REVIEW



(435) 649-9467 Alliance Engineering Inc. CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	**STAFF:** BRAYLON ROSE CHIP TOMSUDEN TYLER LEPORE ROY DEWEY NICK BENTLEY MARK THOMAS THOMAS VAUGHN **DATE:** 12/6/22	EXISTING CONDITIONS & TOPOGRAPHIC MAP PARK MEADOWS MAINTENANCE BUILDING **FOR:** DAMON RODGERS **JOB NO.:** 2-10-22 **FILE:** X:\ParkMeadows\dwg\srv\topo2022\021022.dwg	**SHEET** 1 **OF** 1



GENERAL NOTES

SITE PLAN NOTES:

1. ALL SURFACE WATER SHALL DRAIN AWAY FROM THE HOUSE AT ALL POINTS. DIRECT THE DRAINAGE WATER TO THE STREET OR AN APPROVED DRAINAGE COURSE BUT NOT ONTO THE NEIGHBORING PROPERTIES. THE GRADE SHALL FALL A MINIMUM OF 6" WITHIN THE FIRST 10 FEET. -IRC R401.3
2. ALL EXCAVATION CUTS TO BE LAID BACK A MINIMUM OF 2:1 SLOPE.

STABILIZATION CONSTRUCTION ENTRANCE

FOR A MINIMUM OF 50' FROM ROADWAY, A FILTER FABRIC SHALL BE INSTALLED OVER A COMPACTED SUBGRADE. A 6" LAYER OF 1"-2" AGGREGATE SHALL BE PLACED OVER THIS MEMBRANE. DAILY INSPECTION FOR SEDIMENT BUILD UP AND/OR LOSS OF GRAVEL WILL BE ENFORCED, AND REMEDIED AT ONCE.

GRADING NOTES

1. DRAINAGE TO COMPLY WITH IRC CHAPTER 4
2. MAXIMUM ALTERED SLOPES AT 2:1.
3. MINIMUM SLOPE FOR DRAINAGE = 2%.
4. DRAIN AWAY FROM BUILDING.
5. CONTAIN DRAINAGE ON PROPERTY.
6. BOULDER RETAINING WALLS NOT TO EXCEED 4'-0" EXPOSED HEIGHT.
7. EXCAVATION NOT TO EXCEED 2:1 SLOPE WITH OUT A SOILS REPORT.

UTILITY NOTES

1. ALL UTILITY LINES TO BE UNDERGROUND.
2. ABOVE GRADE UTILITY BOX TO BE IN SCREENED LOCATION.

LEGEND

- FIRE HYDRANT
- EM — ELECTRIC METER
- UTILITY POLE
- LOD FENCE
- SURFACE DRAINAGE FLOW
- EXISTING CONTOUR LINE
- NEW CONTOUR LINE
- PROPERTY LINE
- OVERHEAD UTILITY LINE
- FENCE LINE

0 10 20 30 40 50 60
GRAPHIC SCALE

ARCHITECTURAL SITE PLAN
SCALE: 1" = 20'

Jonathan DeGray
Architect
P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel. 435-649-7263, E-mail: degrayarch@qwestoffice.net

PROJECT DESCRIPTION:
PARK MEADOWS COUNTRY CLUB
MAINTENANCE BUILDING
PARK CITY, UTAH 84060

SHEET DESCRIPTION:
ARCHITECTURAL SITE PLAN
1" = 20'-0"

REVISIONS:

DATE:
OCTOBER 20, 2023

PROJECT NUMBER:
2307-01

SHEET NUMBER:
A0.1

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VIEW POINT A



VIEW POINT B



VIEW POINT C



SITE PLAN RENDERING



BUILDING RENDERING

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Jonathan DeGray
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Tel. 435-649-7263, E-mail: degrayarch@qwestoffice.net

PROJECT DESCRIPTION:
PARK MEADOWS COUNTRY CLUB
MAINTENANCE BUILDING
PARK CITY, UTAH 84060

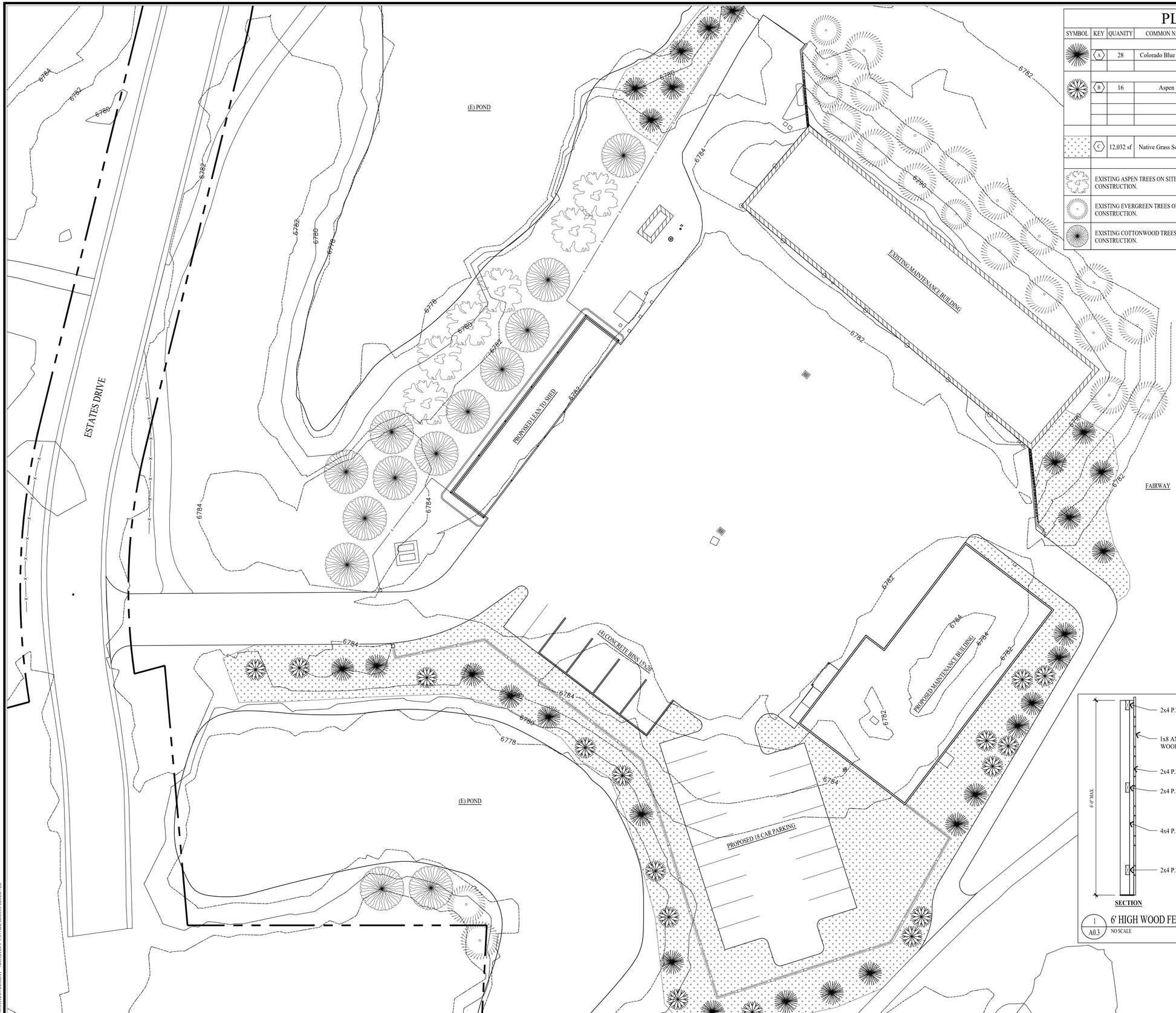
SHEET DESCRIPTION:
PHOTO'S AND RENDERINGS

REVISIONS:

DATE:
OCTOBER 20, 2023

PROJECT NUMBER:
2307-01

SHEET NUMBER:
A0.2



PLANT SCHEDULE

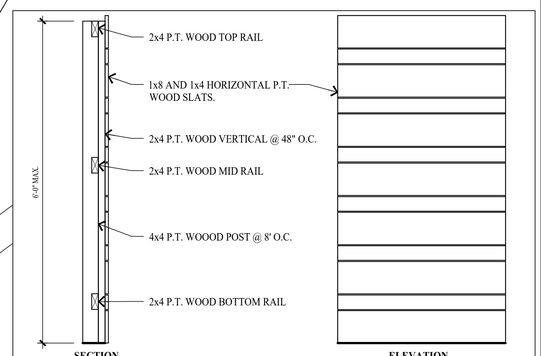
SYMBOL	KEY	QUANITY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	COMMENTS
			CONIFEROUS TREES				
	A	28	Colorado Blue Spruce	Picea pungens	6'-8'	15'	
			DECIDUOUS TREES				
	B	16	Aspen	Populus tremuloides	3" Dia.	6'-10'	
	C	12,032 sf	Native Grass Seed Mix		1 lb/1500	Hydroseed	See seed mix below
			EXISTING TREES				
			EXISTING ASPEN TREES ON SITE TO REMAIN. CONTRACTOR TO FIELD VERIFY PRIOR TO CONSTRUCTION.				
			EXISTING EVERGREEN TREES ON SITE TO REMAIN. CONTRACTOR TO FIELD VERIFY PRIOR TO CONSTRUCTION.				
			EXISTING COTTONWOOD TREES ON SITE TO REMAIN. CONTRACTOR TO FIELD VERIFY PRIOR TO CONSTRUCTION.				

NATIVE GRASS SEED MIX

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

PLANTING NOTES

1. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF EXCAVATION OR PLANTING OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES ON SITE OR ADJACENT PROPERTY SHALL BE CONTRACTORS RESPONSIBILITY.
2. ALL PLANT MATERIAL SHALL CONFORM TO CURRENT AMERICAN ASSOCIATION OF NURSERYMAN'S STANDARD SPECIFICATIONS.
3. ALL PLANT MATERIAL SHALL BE INSTALLED AS PER DRAWINGS, DETAILS, AND SPECIFICATIONS.
4. CONTRACTOR SHALL VERIFY ALL QUANTITIES. IN CASE OF A DISCREPANCY, THE ILLUSTRATED LOCATIONS SHALL DICTATE COUNT.
5. CONTRACTOR SHALL COORDINATE ALL PLANTING WITH IRRIGATION CONTRACTOR, AS NEEDED.
6. IN THE EVENT OF A DISCREPANCY NOTIFY THE ARCHITECT OR OWNER IMMEDIATELY.
7. NO SUBSTITUTIONS SHALL BE ALLOWED WITHOUT WRITTEN PERMISSION OF THE ARCHITECT OR OWNER.
8. SHRUB BEDS SHALL RECEIVE 6" OF TOPSOIL.
9. ALL SHRUB BEDS SHALL HAVE 3" OF DECOMPOSED BARK MULCH INSTALLED.
10. SHRUB BED EDGING SHALL BE PRESSURE TREATED WOOD OR "TREX" EDGING. IT SHALL SEPARATE ALL SHRUB BEDS/ NATIVE GRASS LOCATIONS.
11. ALL PLANTS AND ALL PLANT STAKES SHALL BE SET PLUMB.
12. ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETICS OR PLASTICS SHALL BE REMOVED AT TIME OF OF PLANTING AND PROPERLY DISCARDED.
13. NO BARE ROOT STOCK SHALL BE USED.



1 / A0.3 — 6' HIGH WOOD FENCE
NO SCALE

LANDSCAPE PLAN
SCALE: 1" = 20'

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PROJECT DESCRIPTION:
PARK MEADOWS COUNTRY CLUB
MAINTENANCE BUILDING
PARK CITY, UTAH 84060

SHEET DESCRIPTION:
LANDSCAPE PLAN
1" = 20'-0"

REVISIONS:

DATE:
OCTOBER 20, 2023

PROJECT NUMBER:
2307-01

SHEET NUMBER:
A0.3

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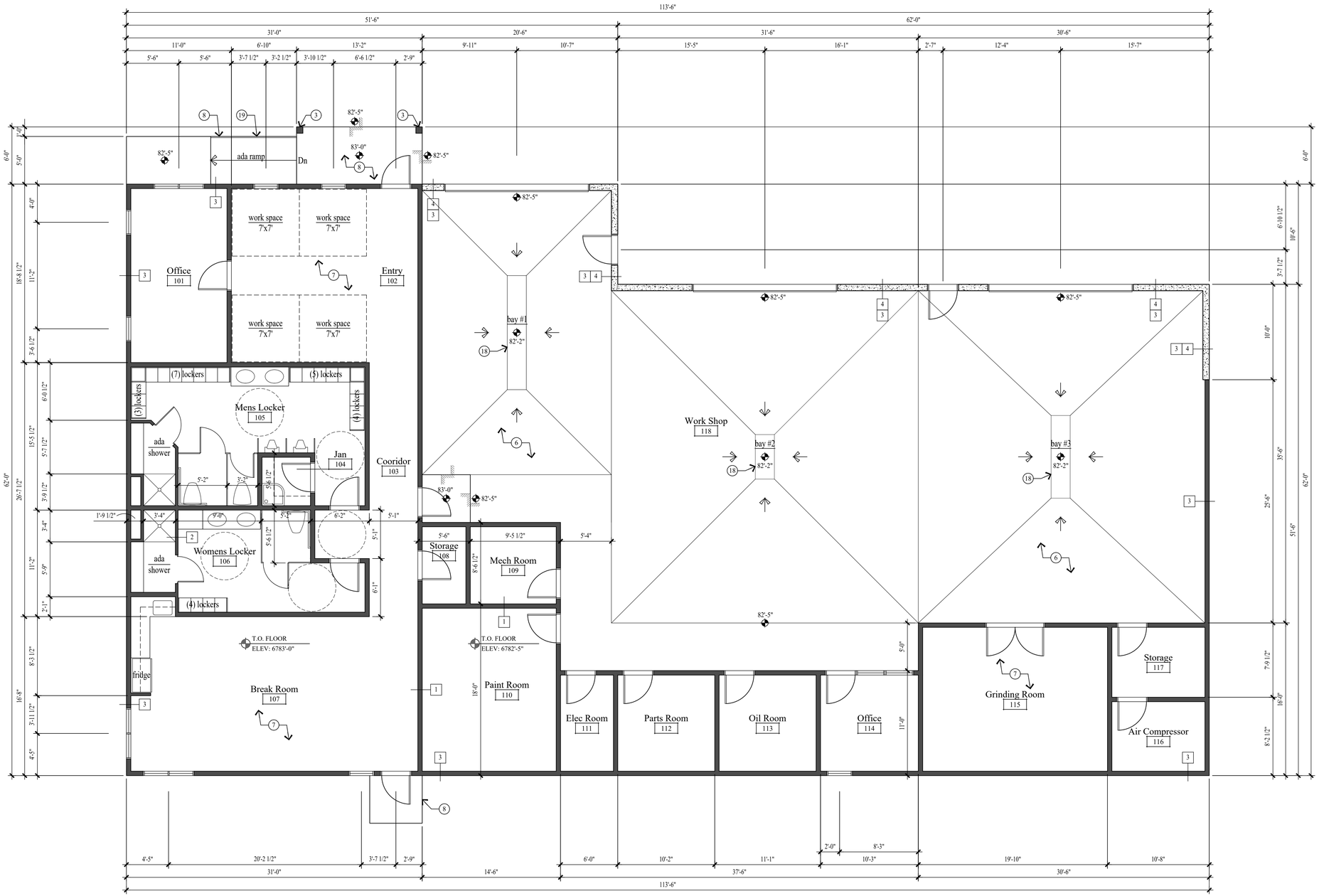


MAIN LEVEL FLOOR PLAN
SCALE: 3/16" = 1'-0"

WALL LEGEND

NEW CONCRETE / MASONRY WALL

NEW FRAMED WALL

(N) INDICATES NEW

GENERAL NOTES

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

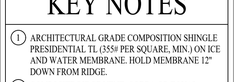
2. EXTERIOR WALLS TO BE 2x6 FRAMING W/ BIB INSULATION R-23 - TYP. ALL INTERIOR WALLS TO BE 2x4 FRAMING, U.N.O. W/ BIB INSULATION R-15 - TYP. ALL INTERIOR PLUMBING AND BEARING WALLS TO BE 2x6 FRAMING, U.N.O. W/ BIB INSULATION R-23 - TYP. FLOOR SLAB, SEE KEY NOTE #6 AND NOTE #7 BELOW. ALL ROOF JOIST TO BE TJI FRAMING U.N.O. W/ BIB INSULATION R-59 - TYP.

KEY NOTES

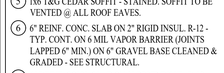
1. ARCHITECTURAL GRADE COMPOSITION SHINGLE PRESIDENTIAL TL (355# PER SQUARE, MIN.) ON ICE AND WATER MEMBRANE. HOLD MEMBRANE 12" DOWN FROM RIDGE.
2. COMPOSITE RIDGE VENT; COBRA OR EQUAL.
3. 8x8 TIMBER COLUMN - STAINED. SEE STRUCTURAL FOR SIZE AND DETAILS.
4. 2x6 ON 2x10 BUILT-UP FASCIA, TO BE WRAPPED IN METAL.
5. 1x6 T&G CEDAR SOFFIT - STAINED. SOFFIT TO BE VENTED @ ALL ROOF EAVES.
6. 6" REINF. CONC. SLAB ON 2" RIGID INSUL. R-12 - TYP. CONT. ON 6 MIL VAPOR BARRIER (JOINTS LAPPED 6" MIN.) ON 6" GRAVEL BASE CLEANED & GRADED - SEE STRUCTURAL.
7. 4" REINF. CONC. SLAB ON 2" RIGID INSUL. R-12 - TYP. CONT. ON 6 MIL VAPOR BARRIER (JOINTS LAPPED 6" MIN.) ON 4" GRAVEL BASE CLEANED & GRADED - SEE STRUCTURAL.
8. 4" REINF. CONCRETE WALKWAY / RAMP ON 4" GRAVEL BASE CLEANED & GRADED - SEE STRUCTURAL.
9. 4'-0" HIGH CMU WALL. SEE STRUCTURAL FOR GROUT AND REINFORCING.
10. 2x4 STUDS @ 16" O.C.
11. 2x6 STUDS @ 16" O.C.
12. 5/8" TYPE X GYPSUM BOARD.
13. INSULATION - SEE GENERAL NOTE 2 ABOVE.
14. 5/8" EXTERIOR PLYWOOD SHEATHING
15. LIQUID APPLIED, POLYMER-MODIFIED AIR/VAPOR BARRIER OR "TYVEK COMMERCIAL WRAP".
16. EXTERIOR SIDING - SEE ELEVATIONS FOR TYPE.
17. LINE OF BEAM ABOVE - SEE STRUCTURAL DRAWINGS FOR SIZE AND DETAILS.
18. HEAVY DUTY FLOOR DRAIN W/ INTEGRAL TRAP FOR SEDIMENT W/ FLOOR LEVEL CLEANOUT. TIE INTO GRAVEL SUMP.
19. 34" HIGH HANDRAIL; 1 1/2" DIA. STEEL PIPE. 1 1/2 " CLEAR FROM WALLS OR NEWL POST.

WALL TYPES

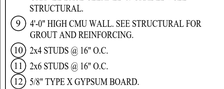
NOTE: ALL INTERIOR FINISH TO BE CLASS A PER IBC 803.1.1 AND ASTM E84



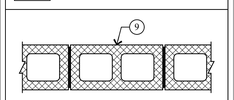
1 WALL TYPE-1 HR
SCALE: 1"=1'-0" U305, U314



2 WALL TYPE-1 HR
SCALE: 1"=1'-0"



3 WALL TYPE-1 HR
SCALE: 1"=1'-0"



4 WALL TYPE-1 HR
SCALE: 1"=1'-0"

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PARK MEADOWS COUNTRY CLUB
MAINTENANCE BUILDING
PARK CITY, UTAH 84060

SHEET DESCRIPTION:
MAIN LEVEL FLOOR PLAN

REVISIONS:

DATE:
OCTOBER 20, 2023

PROJECT NUMBER:
2307-01

SHEET NUMBER:
A1.1

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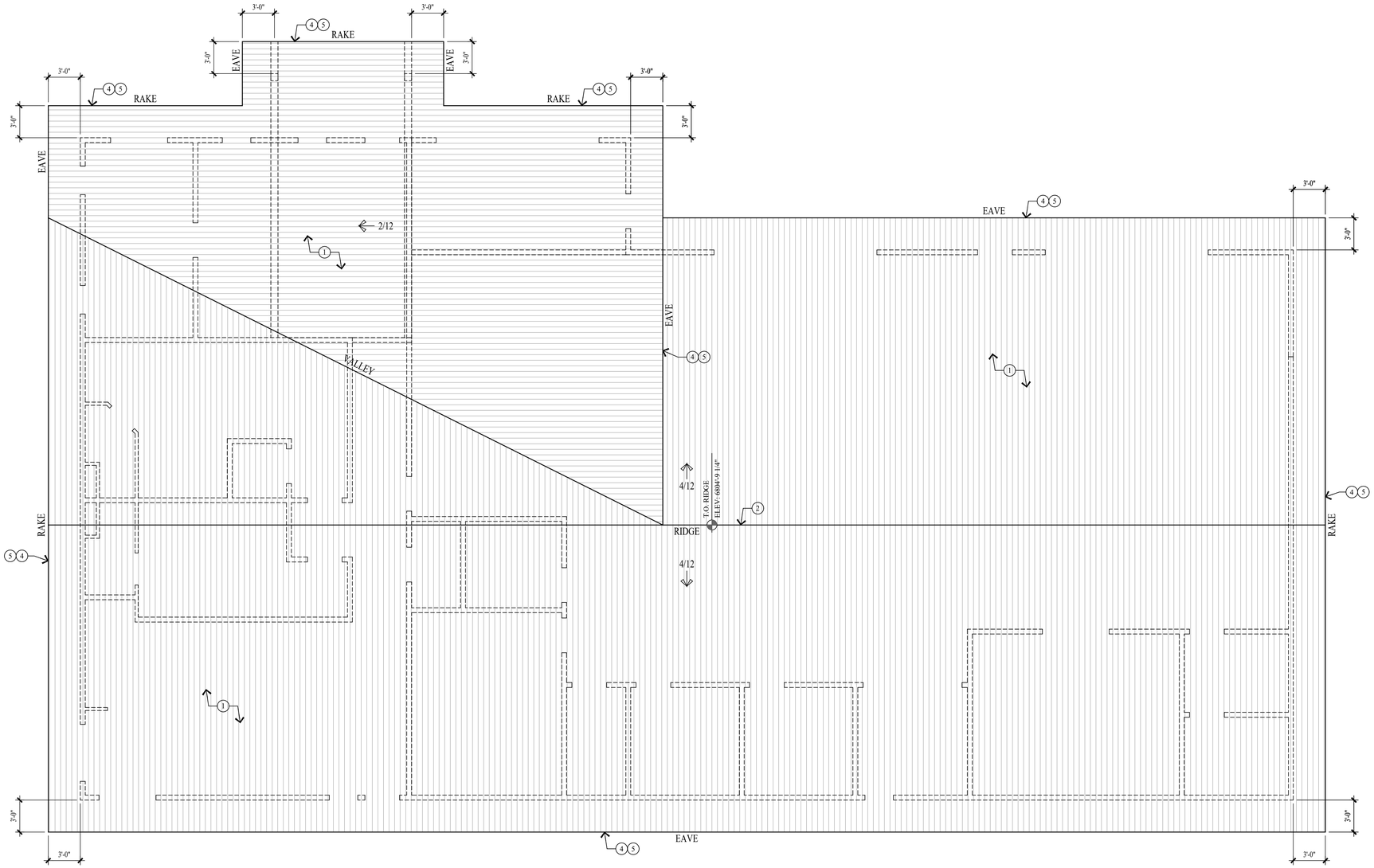

ROOF PLAN
SCALE: 3/16" = 1'-0"

WALL LEGEND

NEW CONCRETE / MASONRY WALL

NEW FRAMED WALL

(N) INDICATES NEW

GENERAL NOTES

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2. EXTERIOR WALLS TO BE 2x6 FRAMING W/ BIB INSULATION R-23 - TYP. ALL INTERIOR WALLS TO BE 2x4 FRAMING, U.N.O. W/ BIB INSULATION R-15 - TYP. ALL INTERIOR PLUMBING AND BEARING WALLS TO BE 2x6 FRAMING, U.N.O. W/ BIB INSULATION R-23 - TYP. FLOOR SLAB, SEE KEY NOTE #6 AND NOTE #7 BELOW. ALL ROOF JOIST TO BE TJI FRAMING U.N.O. W/ BIB INSULATION R-59 - TYP.

KEY NOTES

1. ARCHITECTURAL GRADE COMPOSITION SHINGLE PRESIDENTIAL TL (355# PER SQUARE, MIN.) ON ICE AND WATER MEMBRANE. HOLD MEMBRANE 12" DOWN FROM RIDGE.
2. COMPOSITE RIDGE VENT; COBRA OR EQUAL.
3. 8x8 TIMBER COLUMN - STAINED. SEE STRUCTURAL FOR SIZE AND DETAILS.
4. 2x6 ON 2x10 BUILT-UP FASCIA, TO BE WRAPPED IN METAL.
5. 1x6 T&G CEDAR SOFFIT - STAINED. SOFFIT TO BE VENTED @ ALL ROOF EAVES.
6. 6" REINF. CONC. SLAB ON 2" RIGID INSUL. R-12 - TYP. CONT. ON 6 MIL VAPOR BARRIER (JOINTS LAPPED 6" MIN.) ON 6" GRAVEL BASE CLEANED & GRADED - SEE STRUCTURAL.
7. 4" REINF. CONC. SLAB ON 2" RIGID INSUL. R-12 - TYP. CONT. ON 6 MIL VAPOR BARRIER (JOINTS LAPPED 6" MIN.) ON 4" GRAVEL BASE CLEANED & GRADED - SEE STRUCTURAL.
8. 4" REINF. CONCRETE WALKWAY / RAMP ON 4" GRAVEL BASE CLEANED & GRADED - SEE STRUCTURAL.
9. 4'-0" HIGH CMU WALL. SEE STRUCTURAL FOR GROUT AND REINFORCING.
10. 2x4 STUDS @ 16" O.C.
11. 2x6 STUDS @ 16" O.C.
12. 5/8" TYPE X GYPSUM BOARD.
13. INSULATION - SEE GENERAL NOTE 2 ABOVE.
14. 5/8" EXTERIOR PLYWOOD SHEATHING
15. LIQUID APPLIED, POLYMER-MODIFIED AIR/VAPOR BARRIER OR "TYVEK COMMERCIAL WRAP".
16. EXTERIOR SIDING - SEE ELEVATIONS FOR TYPE.
17. LINE OF BEAM ABOVE - SEE STRUCTURAL DRAWINGS FOR SIZE AND DETAILS.
18. HEAVY DUTY FLOOR DRAIN W/ INTEGRAL TRAP FOR SEDIMENT W/ FLOOR LEVEL CLEANOUT. TIE INTO GRAVEL SUMP.
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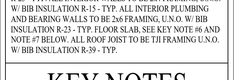
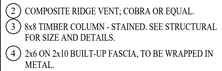
WALL TYPES

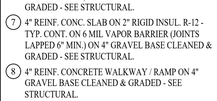
NOTE: ALL INTERIOR FINISH TO BE CLASS A PER IBC 803.1.1 AND ASTM E84



1 WALL TYPE-1 HR
SCALE: 1"=1'-0" U305, U314



2 WALL TYPE-1 HR
SCALE: 1"=1'-0"



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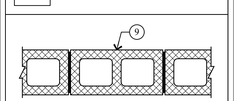

4 WALL TYPE-1 HR
SCALE: 1"=1'-0"

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PROJECT DESCRIPTION:
PARK MEADOWS COUNTRY CLUB
MAINTENANCE BUILDING
PARK CITY, UTAH 84060

SHEET DESCRIPTION:
ROOF PLAN

REVISIONS:

DATE:
OCTOBER 20, 2023

PROJECT NUMBER:
2307-01

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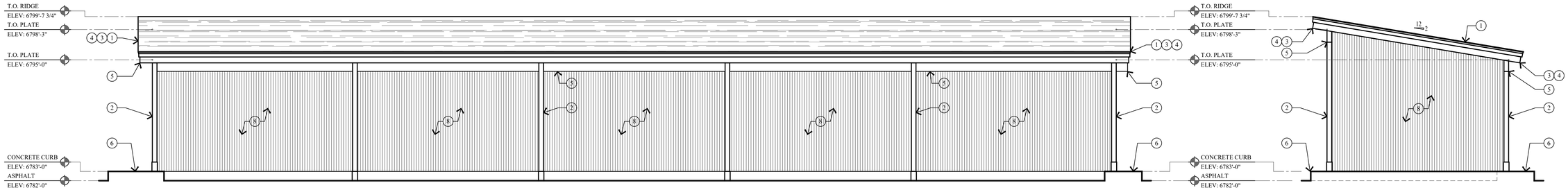
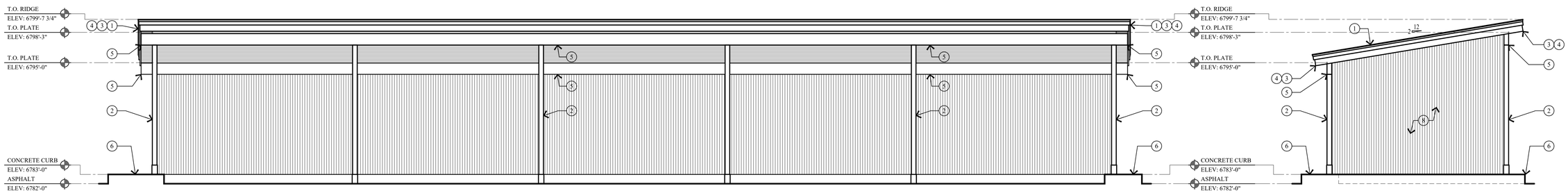
A1.2



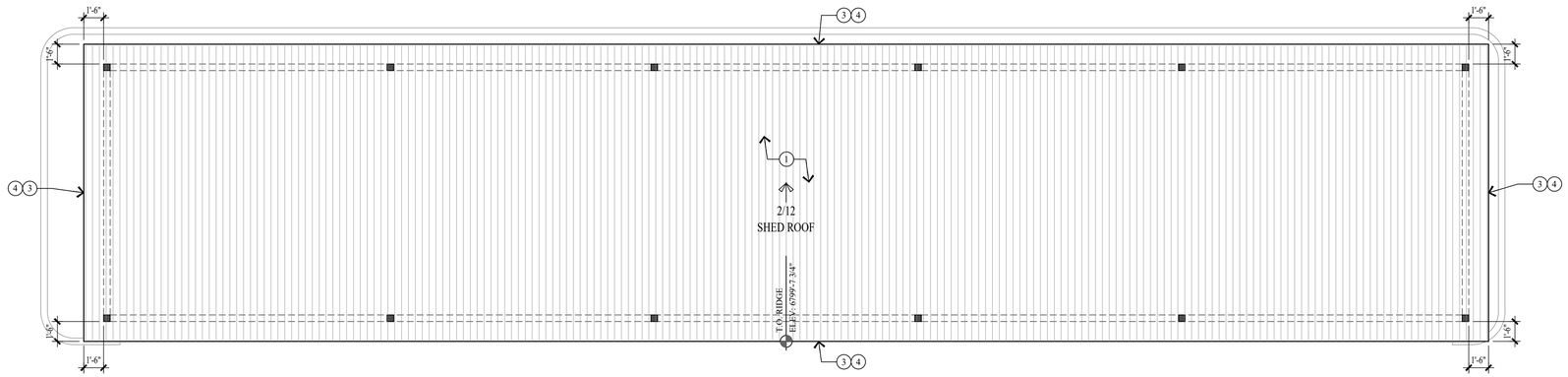
1 A1.3 WEST ELEVATION
SCALE: 3/16" = 1'-0"

2 A1.3 NORTH ELEVATION
SCALE: 3/16" = 1'-0"

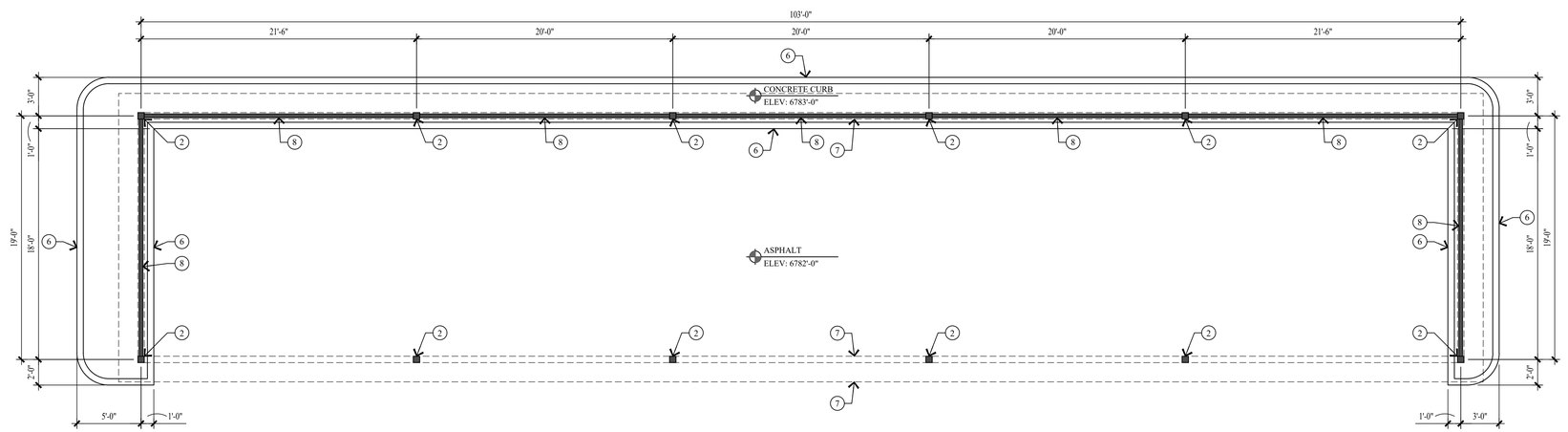


3 A1.3 EAST ELEVATION
SCALE: 3/16" = 1'-0"

4 A1.3 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"



Project LEAN TO SHED ROOF PLAN
SCALE: 3/16" = 1'-0"



Project LEAN TO SHED PLAN
SCALE: 3/16" = 1'-0"

KEY NOTES

1. ARCHITECTURAL GRADE COMPOSITION SHINGLE PRESIDENTIAL TL (355# PER SQUARE, MIN.) ON ICE AND WATER MEMBRANE. HOLD MEMBRANE 12" DOWN FROM RIDGE.
2. 6x6 STEEL TUBE COLUMN, SEE STRUCTURAL FOR SIZE AND DETAILS.
3. 2x6 ON 2x10 BUILT-UP FASCIA, TO BE WRAPPED IN METAL.
4. 1x6 T&G CEDAR SOFFIT - STAINED. SOFFIT TO BE VENTED @ ALL ROOF EAVES.
5. STRUCTURAL BEAM - SEE STRUCTURAL DRAWINGS FOR SIZE AND DETAILS.
6. CONCRETE CURBING - SEE STRUCTURAL DRAWINGS FOR SIZE AND DETAILS.
7. LINE OF BEAM / ROOF ABOVE - SEE STRUCTURAL DRAWINGS FOR SIZE AND DETAILS.
8. 2x4 STUD WALL @ 24" O.C. ON THE REAR WALL AND SIDE WALLS W/ VERTICAL CORRUGATED METAL SIDING.

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MAINTENANCE BUILDING
PARK CITY, UTAH 84060

SHEET DESCRIPTION:
LEAN TO SHED PLANS
ELEVATIONS

REVISIONS:

DATE:
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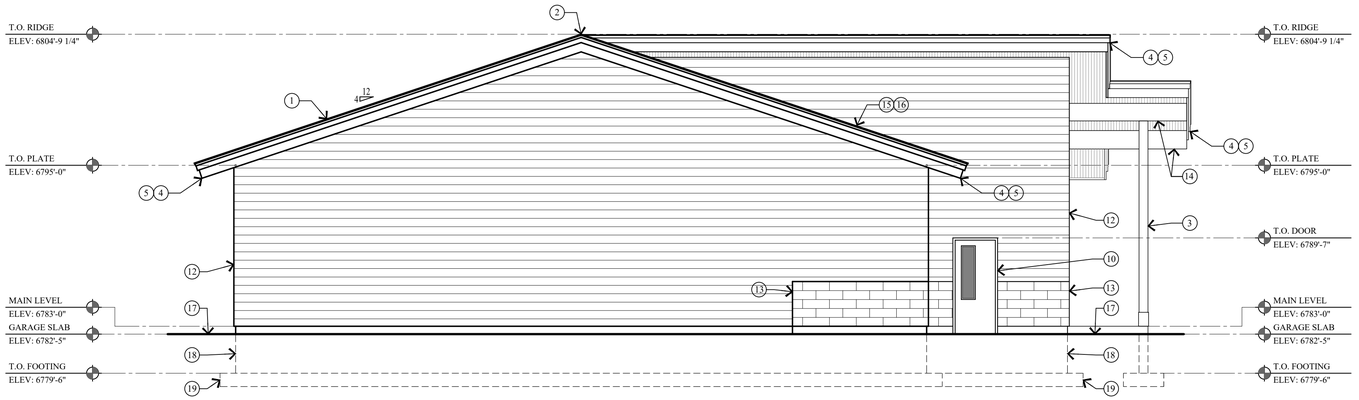
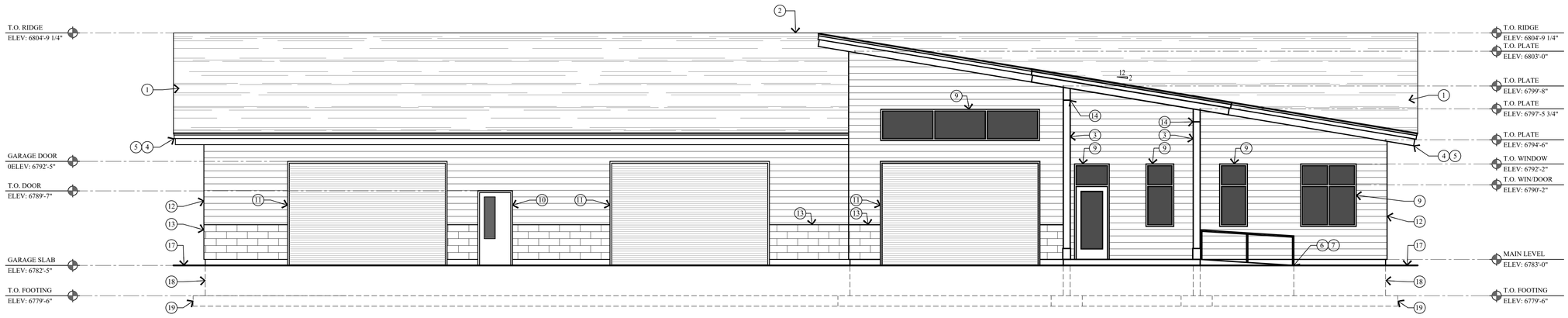
PROJECT NUMBER:
2307-01

SHEET NUMBER:
A1.3



1 / A2.1 NORTH ELEVATION
SCALE: 3/16" = 1'-0"



2 / A2.1 WEST ELEVATION
SCALE: 3/16" = 1'-0"

KEY NOTES

1. ARCHITECTURAL GRADE COMPOSITION SHINGLE PRESIDENTIAL TL (355# PER SQUARE, MIN.) ON ICE AND WATER MEMBRANE. HOLD MEMBRANE 12" DOWN FROM RIDGE.
2. COMPOSITE RIDGE VENT; COBRA OR EQUAL.
3. 8x8 TIMBER COLUMN - STAINED. SEE STRUCTURAL FOR SIZE AND DETAILS.
4. 2x6 ON 2x10 BUILT-UP FASCIA, TO BE WRAPPED IN METAL.
5. 1x6 T&G CEDAR SOFFIT - STAINED. SOFFIT TO BE VENTED @ ALL ROOF EAVES.
6. 4" REINF. CONCRETE WALKWAY / RAMP ON 4" GRAVEL BASE CLEANED & GRADED - SEE STRUCTURAL.
7. 34" HIGH HANDRAIL: 1 1/2" DIA. STEEL PIPE. 1 1/2 " CLEAR FROM WALLS OR NEWL POST.
8. FOR TYP. STAIRWAY, HANDRAILING & GUARD RAILING NOTES & DETAILS - SEE SHEET A5.1.
9. ALL WINDOWS AND ENTRANCE DOORS TO BE 2"x4 1/2" ULTRA THERMAL ALUMINUM STOREFRONT. KAWNEER 451UT OR EQUAL. U.N.O. SEE SCHEDULE.
10. ALL WORK SHOP DOORS TO BE HOLLOW METAL W/ HOLLOW METAL FRAME, SEE SCHEDULE.
11. OVERHEAD ROLLING STEEL DOOR - SEE SCHEDULE.
12. HORIZONTAL 1x8 CEDAR LAP SIDING, PROVIDE SOLID BLOCKING, ON LIQUID APPLIED, POLYMER-MODIFIED AIR/VAPOR BARRIER OR "TYVEK COMMERCIAL WRAP" ON 5/8" EXT. SHEATHING ON 2x6 STUD WALL @ 16" O.C.
13. 4'-0" HIGH CMU WALL. SEE STRUCTURAL FOR GROUT AND REINFORCING.
14. STRUCTURAL BEAM - SEE STRUCTURAL DRAWINGS FOR SIZE AND DETAILS.
15. ROOF TO WALL SURFACE; EXTEND BITUTHANE MEMBRANE OVER ROOF DECK & UP WALL SURFACE 24".
16. FLASHING AND COUNTER FLASHING - TYPICAL.
17. FINISH GRADE TO SLOPE AWAY FROM HOUSE A MIN. OF 6" WITHIN THE FIRST 10'. IRC R401.3
18. FOUNDATION - SEE STRUCTURAL FOR SIZE AND REINFORCING.
19. FOOTING - SEE STRUCTURAL FOR SIZE AND REINFORCING.

Jonathan DeGray
Architect
P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel. 435-649-7263, E-mail: degrayarch@qwestoffice.net

PROJECT DESCRIPTION:
PARK MEADOWS COUNTRY CLUB
MAINTENANCE BUILDING
PARK CITY, UTAH 84060

SHEET DESCRIPTION:
NORTH & WEST ELEVATIONS

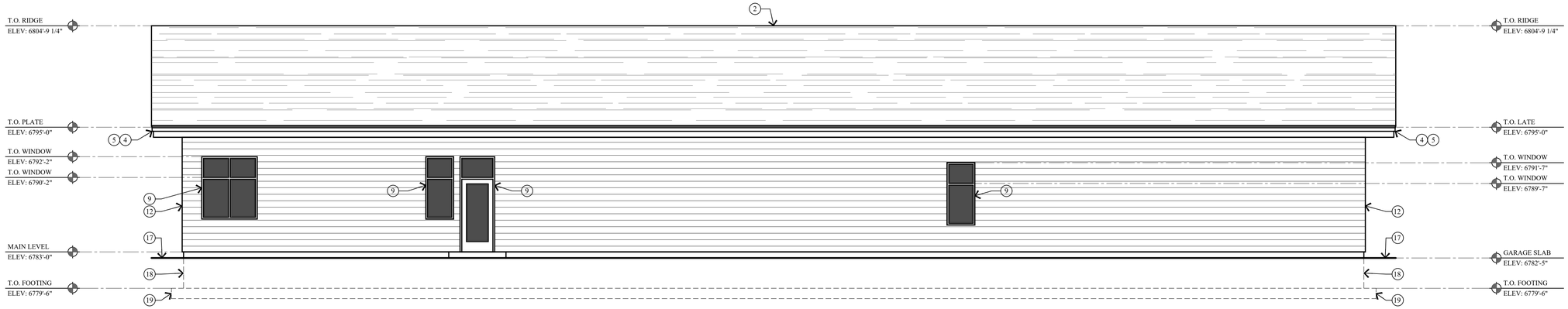
REVISIONS:

DATE:
OCTOBER 20, 2023

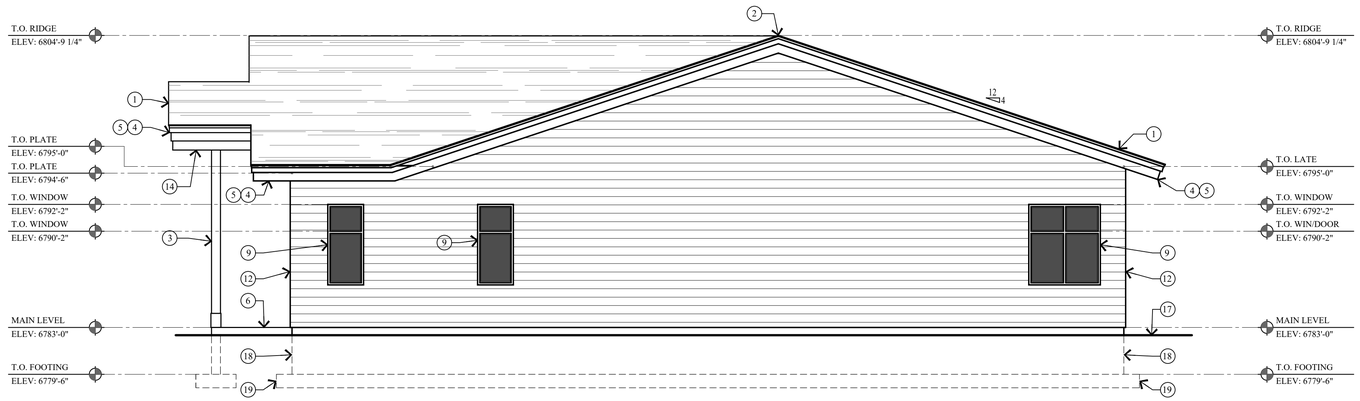
PROJECT NUMBER:
2307-01

SHEET NUMBER:
A2.1

THE GRAPHIC MATERIAL AND DESIGN ON THIS SHEET ARE INSTRUMENTS OF SERVICE AND REMAIN AT ALL TIMES THE PROPERTY OF JONATHAN DEGRAY - ARCHITECT P.C. REPRODUCTION OR REUSE OF THE MATERIAL AND DESIGN CONTAINED HEREIN IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF JONATHAN DEGRAY -ARCHITECT P.C. VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.
JONATHAN DEGRAY - ARCHITECT P.C. ALL RIGHTS RESERVED



3 A2.2 EAST ELEVATION
SCALE: 3/16" = 1'-0"



2 A2.2 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

KEY NOTES

1. ARCHITECTURAL GRADE COMPOSITION SHINGLE PRESIDENTIAL TL (355# PER SQUARE, MIN.) ON ICE AND WATER MEMBRANE. HOLD MEMBRANE 12" DOWN FROM RIDGE.
2. COMPOSITE RIDGE VENT; COBRA OR EQUAL.
3. 8x8 TIMBER COLUMN - STAINED. SEE STRUCTURAL FOR SIZE AND DETAILS.
4. 2x6 ON 2x10 BUILT-UP FASCIA, TO BE WRAPPED IN METAL.
5. 1x6 T&G CEDAR SOFFIT - STAINED. SOFFIT TO BE VENTED @ ALL ROOF EAVES.
6. 4" REINF. CONCRETE WALKWAY / RAMP ON 4" GRAVEL BASE CLEANED & GRADED - SEE STRUCTURAL.
7. 34" HIGH HANDRAIL: 1 1/2" DIA. STEEL PIPE. 1 1/2 " CLEAR FROM WALLS OR NEWL POST.
8. FOR TYP. STAIRWAY, HANDRAILING & GUARD RAILING NOTES & DETAILS - SEE SHEET A5.1.
9. ALL WINDOWS AND ENTRANCE DOORS TO BE 2"x4 1/2" ULTRA THERMAL ALUMINUM STOREFRONT. KAWNEER 451UT OR EQUAL. U.N.O. SEE SCHEDULE.
10. ALL WORK SHOP DOORS TO BE HOLLOW METAL W/ HOLLOW METAL FRAME, SEE SCHEDULE.
11. OVERHEAD ROLLING STEEL DOOR - SEE SCHEDULE.
12. HORIZONTAL 1x8 CEDAR LAP SIDING, PROVIDE SOLID BLOCKING, ON LIQUID APPLIED, POLYMER-MODIFIED AIR/VAPOR BARRIER OR "TYVEK COMMERCIAL WRAP" ON 5/8" EXT. SHEATHING ON 2x6 STUD WALL @ 16" O.C.
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JONATHAN DEGRAY - ARCHITECT P.C. ALL RIGHTS RESERVED

Jonathan DeGray
Architect
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PROJECT DESCRIPTION:
PARK MEADOWS COUNTRY CLUB
MAINTENANCE BUILDING
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SHEET DESCRIPTION:
EAST & SOUTH ELEVATIONS

REVISIONS:

DATE:
OCTOBER 20, 2023

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2307-01

SHEET NUMBER:
A2.2

12s237 4 MTC
8-28-75 9.43 598.605
Park City Municipal Corp
WANPAY. STEIGER, SUMMIT CO. RECORDER
12.00 Wanda Upson
INDEXED ABSTRACT

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, executed this 16th day of July, 1975, by RAMSHIRE, INC., a Delaware corporation, (hereinafter designated "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the record owner of the following described real property (hereinafter designated the "Property") situated in Park City, Summit County, State of Utah:

Beginning at a point North 0°17'50" East along the Section line 16.50 feet from the Southwest corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 0°17'50" East along the Section line 2661.16 feet to the West quarter corner of said Section 4; thence North 0°09'43" East along the Section line 1330.255 feet; thence South 89°41'43" East 1324.43 feet; thence North 0°10'12" East 996.51 feet; thence South 89°40'12" East 1324.59 feet; thence South 12°01'23" West 39.23 feet to a point on the Northern right-of-way line of the proposed Holiday Ranch Loop Road, said point being also the Western-most corner of the Ranch Homes Parcel; thence East along said Northern right-of-way line 705.76 feet to a point of a 498.56 Foot radius curve to the right; thence Southeasterly along the arc of said curve and said right-of-way 596.05 feet to a point of tangency; thence South 21° 30' East 400.00 feet along said right-of-way to a point of a 667.00 foot radius curve to the left; thence Southeasterly along the arc of said curve and said right-of-way 150.40 feet; thence North 55° 38'57" East 989.975 feet; thence North 29°26'29" West 721.64 feet to a point on the North line of said Section 4, said point being also a Northeast corner of the Ranch Homes Parcel; thence South 89° 52'47" East along said North line 813.10 feet to the Northeast corner of said Section 4; thence South 89° 52'47" East 2653.10 feet; thence South 0°41'11" West 2653.55 feet; thence South 89°55'56" West 2622.615

BOOK 170 PAGE 32

INDEXED:
GRANTOR: d
GRANTEE: /
RELEASED:
ABSTRACTED:
STAMPED:

feet to the East quarter corner of said Section 4; thence South 0°18'38" West along the Section line 2638.05 feet to the Southeast corner of said Section 4; thence South 0°06'00" West 72.40 feet to a point on the Northerly right-of-way line of Highway U-248; thence South 84°16' West along said right-of-way 67.64 feet to a point on the Westerly right-of-way of the proposed Holiday Ranch Loop Road; thence North 0°18'38" East along said Westerly right-of-way 496.00 feet; thence South 89°59' 38" West 957.43 feet to a point on the Easterly right-of-way line of Lucky John Drive, said point being on a curve to the left, the radius point of which bears North 59°51'49" West 733.00 feet; thence Northeasterly along the arc of said curve and said right-of-way 385.54 feet to a point of tangency; thence North 107.17 feet; thence West 158.16 feet to a point of a 475.00 foot radius curve to the right, said point being also on the Northerly right-of-way line of Little Kate Road; thence Northwesterly along the arc of said curve and said right-of-way 271.37 feet to a point of tangency; thence North 57°16' West 89.14 feet to a point of a 525.00 foot radius curve to the left; thence Northwesterly along the arc of said curve 299.93 feet to a point of tangency; thence West 1448.795 feet to a point of a 475.00 foot radius curve to the right; thence Northwesterly along the arc of said curve 248.71 feet to a point of tangency; thence North 60° West 111.25 feet to a point of a 525.00 foot radius curve to the left; thence Northwesterly along the arc of said curve 274.89 feet to a point of tangency; thence West 732.00 feet to the Westerly right-of-way line of the Holiday Ranch Loop Road; thence South 821.10 feet to a point of a 467.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 733.56 feet to a point of tangency; thence West 366.92 feet to the point of beginning. (Contains 626.321 Acres)

Also:

Beginning at a point on the South line of the Holiday Ranch Loop Road and the East line of State Road U-224 (U.S.-40 Alt.) said point being South 99.50 feet and West 1186.06 feet from the Northeast corner of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence along said East line of State Road U-224 South 21°16' East 1473.55 feet; thence North 68° 44' East 692.96 feet to the East line of said Section 8; thence along said East section line South

BOOK M70 PAGE 599

0°16'20" West 92.34 feet; thence South 89°57'31" East 782.68 feet to the West line of the Holiday Ranchettes Subdivision; thence along said West line North 564.28 feet; thence West 780.00 feet to said East line of Section 8 and the Eastern boundary of the Sewage Treatment Plant site; thence South 0°16'20" West along said boundary 99.51 feet; thence continuing along said boundary West 355.98 feet; thence North 14°12'40" West 651.56 feet to a point of a 1407.50 foot radius curve to the left, the radius point of which bears South 75°47'20" West; thence Northwesterly along said curve 176.97 feet to the South line of said Holiday Ranch Loop Road at the point of a curve to the left, the radius point of which bears South 900.00 feet; thence Southwesterly along said curve 212.06 feet to a point of reverse curvature; thence Southwesterly along the arc of a 909.60 foot radius curve to the right, the radius point of which bears North 13° 30' West a distance of 214.32 feet to a point of tangency; thence West 189.54 feet to the point of beginning. (Contains 29.557 Acres)

Also:

Beginning at a point South 0.16 feet and East 206.73 feet from the Southeast corner of the Northeast quarter of the Northwest quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 89°57'18" East 417.15 feet; thence North 16°15'53" West 1003.92 feet to a point on the Southerly right-of-way line of Lucky John Drive, said point being also on a curve to the right, the radius point of which bears North 8°16'36" West 983.00 feet; thence Southwesterly along the arc of said curve and said right-of-way 142.00 feet to a point of tangency; thence continuing along said right-of-way West 130.77 feet to a point of a 15.00 foot radius curve to the left; thence Southwesterly along the arc of said curve 23.56 feet to a point of tangency, said point also being on the Easterly right-of-way line of Monitor Drive; thence continuing along said right-of-way South 58.00 feet to a point of a 317.00 foot radius curve to the left; thence Southeasterly along the arc of said curve 165.98 feet to a point of tangency; thence South 30° East 51.89 feet to a point of a 533.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 193.34 feet to a point of tangency; thence South 9° 13' East 254.65 feet to a point of a 491.02 foot radius curve to the right; thence Southwesterly along the arc of said curve 247.89 feet to the point of beginning. (Contains 7.005 Acres)

FOOKM70 E.

NOW, THEREFORE, Declarant declares that the Property is held and shall be sold, conveyed, devised, leased, rented, encumbered, used, occupied and improved, subject to the following restrictive covenants:

1. Declarant agrees that, at no time hereafter, will more than sixteen hundred (1,600) Residential Units (as that term is hereinafter defined) be situated upon the Property. For purposes hereof, a "Residential Unit" shall be deemed to be a single-family home or an apartment, a condominium unit or other residential structure which in any case contains a kitchen, living area and one or more bedrooms and is designed to accommodate a single family. Two and one-half (2½) sleeping rooms in a hotel, lodge or similar structure shall be deemed a Residential Unit for purposes hereof.

2. Declarant agrees that the following described portion of the Property shall at no time hereafter be utilized for any purpose other than construction, maintenance and operation of a golf course, golf clubhouse and related improvements and facilities:

Beginning at a point on the North line of Little Kate Road, said point being North 1304.60 feet and East 1185.00 feet from the Southwest corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 285.00 feet; thence North 29°30' East 590.00 feet; thence North 44°29'36" West 684.07 feet; thence North 12°20'30" West 636.61 feet to a point on a curve on the Southerly line of a proposed 66.00 foot right-of-way, the radius point of which bears South 23°00' East 417.00 feet; thence Northeasterly along said curve to the right 87.34 feet to a point of tangency; thence North 79°00' East 291.00 feet; thence South

BOOK M 0 PAGE 60

42°00' East 365.00 feet; thence South 28°32'50" East 329.88 feet; thence East 150.00 feet; thence North 10° 00' East 246.94 feet; thence North 34° 00' East 373.34 feet; thence North 5°00' East 599.14 feet; thence North 60°00' West 145.52 feet to a point on a curve on said right-of-way line, the radius point of which bears North 64°00' West 513.00 feet; thence Northeasterly along said curve to the left 204.89 feet; thence East 50.00 feet; thence North 33°00' West 400.00 feet; thence North 18°00' East 290.00 feet; thence North 39°54'57" East 495.02 feet; thence North 60°00' East 406.66 feet; thence North 54.70 feet to the point of a curve on said right-of-way line the radius point of which bears South 432.56 feet; thence Southeasterly along said curve to the right 433.71 feet; thence South 40°50' West 603.18 feet; thence South 30°00' West 260.00 feet; thence South 52°00' West 700.00 feet; thence South 11°00' East 435.00 feet; thence South 53°00' East 655.00 feet; thence North 59°56'18" East 192.50 feet; thence North 4°00' West 685.00 feet; thence North 30°00' East 690.00 feet; thence North 60°00' East 220.00 feet to the point of a curve on said right-of-way line the radius point of which bears North 68°30' East 733.00 feet; thence Southeasterly along the arc of said curve to the right 244.35 feet; thence South 8°00' West 700.00 feet; thence South 20°21'37" East 192.65 feet; thence South 71°30' East 480.00 feet; thence South 49°00' East 425.00 feet; thence East 210.00 feet; thence South 42°30' East 248.00 feet; thence East 90.00 feet to a point on said 66.00 foot right-of-way; thence South 0°18'38" West 375.00 feet; thence West 215.00 feet; thence North 75°00' West 970.00 feet; thence South 38°24'08" West 41.36 feet; thence South 12°00' East 301.50 feet; thence South 17°00' West 1069.07 feet to a point on a curve on the North line of said Little Kate Road, the radius point of which bears South 24°04' West 525.00 feet; thence Northwesterly along the arc of said curve to the left 299.93 feet to a point of tangency; thence West 84.14 feet; thence North 205.00 feet; thence North 4°39'50" West 765.33 feet; thence South 80°10'42" West 974.00 feet; thence South 110.00 feet; thence West 544.43 feet; thence South 57°00' West 438.345 feet; thence South 264.00 feet to a point on a curve on the North line of said Little Kate Road, the radius point of which bears South 2°56'49" West 525.00 feet; thence Northwesterly along the arc of said curve to the left 27.00 feet to a point of tangency; thence West 381.00 feet to the point of beginning. (Contains 140.676 Acres)

BOOK M70 PAGE 602.

3. This Declaration of Restrictive Covenants is executed at the request of and for the benefit of Park City Municipal Corporation and may be enforced by Park City Municipal Corporation.

4. This Declaration of Restrictive Covenants and the restrictive covenants set forth herein are and shall be deemed irrevocable.

5. The provisions hereof shall be deemed to run with the Property as covenants running with the land and shall constitute burdens to the Declarant and its successors and assigns and all parties hereafter owning or acquiring any interest in the Property.

Executed the day and year first above written.

RAMSHIRE, INC.

By Robert J. Felixson
Its President

STATE OF ~~Utah~~ California)
: ss
COUNTY OF ~~Summit~~ Los Angeles)

On the 16th day of July, 1975, personally appeared before me Robert J. Felixson, who, being by me duly sworn, did say that he is the president of RAMSHIRE, INC., a Delaware corporation, and that the within and foregoing Declaration of Restrictive Covenants was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Robert J. Felixson duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

BOOK 370 PAGE 603.

Barbara A. Kirchner
Notary Public
Residing at: Los Angeles, California

My Commission expires:

July 13, 1978

OFFICIAL SEAL
BARBARA A. KIRCHNER
Notary Public - California
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires July 13, 1978

OFFICIAL SEAL
BARBARA A. KIRCHNER
Notary Public - California
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires July 13, 1978

CONSENT AND JOINDER

The undersigned, DENIS R. MORRILL (hereinafter designated "Morrill"), as "Trustee" under a certain Trust Deed dated December 13, 1973, from Greater Park City Company, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., is designated as "Beneficiary," which Trust Deed is recorded as Entry No. 121842 in Book M-53, Page 61, records of Summit County, Utah, which Trust Deed covers the real property described in and which is the subject of the foregoing Declaration of Restrictive Covenants, and WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western"), as "Beneficiary" under said Trust Deed, hereby consent to the execution by Ramshire, Inc. of the foregoing Declaration of Restrictive Covenants, join in the execution thereof and agree that all of the right, title and interest of Morrill and Western arising under said Trust Deed in and to the real property which is the subject of said Declaration of Restrictive Covenants shall be bound by the terms of said Declaration of Restrictive Covenants to the same extent and with the same effect as if Morrill and Western had executed said Declaration of Restrictive Covenants as "Declarants."

Dated this 14 day of July, 1975.

Denis R. Morrill

BOOK M70 PAGE 634.

WESTERN MORTGAGE CORPORATION,
a division of Unionamerica, Inc.

By _____
Its PRESIDENT

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 14th day of July, 1975, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Consent and Joinder, who duly acknowledged to me that he executed the same.

Jane Roberts
Notary Public
Residing at: Sandy, Utah

My Commission Expires:
9/9/1977

STATE OF California)
: ss
COUNTY OF Los Angeles)

On the 16th day of July, 1975, personally appeared before me Robert H. Volk, who, being by me duly sworn, did say that he is the President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a California corporation, and that the within and foregoing Consent and Joinder was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Robert H. Volk duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Barbara A. Kirchner
Notary Public
Residing at: Los Angeles, California

My Commission Expires:

July 13, 1978

OFFICIAL SEAL
BARBARA A. KIRCHNER
Notary Public - California
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires July 13, 1978

BOOK M70 PAGE 605.

Entry No. 171044 Book M167
RECORDED 9-29-80 at 11:12 M Page 826-36
REQUEST of SUMMIT CO. TITLE
FEE WANDA Y. SPRIGGS, SUMMIT CO. RECORDER
$ 12.00 By Wanda Y. Spriggs
INDEXED ABSTRACT

RELEASE AND DECLARATION OF RESTRICTIVE COVENANTS

THIS RELEASE AND DECLARATION of restrictive covenants is executed this 9 day of July, 1979, by RAMSHIRE, INC., a Delaware corporation, and PARK CITY CORPORATION, a body corporate and politic of the State of Utah, and PARK MEADOWS DEVELOPMENT COMPANY, a partnership, (hereinafter collectively designated "Declarant").

RECITALS

1. By document dated July 16, 1975, executed by Ramshire, Inc., and recorded in the official records of Summit County, State of Utah, on August 28, 1975, as Entry No. 128231 in Book M-70 beginning at page 598, Ramshire restricted certain property located in Summit County, State of Utah, to the purpose and use of a golf course, golf clubhouse and related improvements and facilities and no other purpose.

2. The restrictive covenant above referred was to run in favor of Park City Corporation.

3. The property restricted was sold under contract dated December 30, 1976, to Park Meadows Development Company, a Utah partnership.

4. Park Meadows, with the consent of Ramshire and Park City Corporation, has determined an improved layout and design for the golf course contemplated for the Park Meadows area and requests the release of the "old golf course area" from the restrictive covenants in exchange for the placing of the new golf course property under identical covenants.

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant and each of them do hereby declare the following:

RELEASE

All of that certain property described on Exhibit "A" attached hereto and incorporated herein is released from all of the

See First Amendment & Release & Declaration of Restrictive Covenants #179247 Bk M186 P 55 8-81

BOOK M167 PAGE 826

covenants, conditions and restrictions set forth in paragraphs 2, 3, 4 and 5 of that certain Declaration of Restrictive Covenants dated July 16, 1975, recorded August 28, 1975 as Entry No. 1282231 in Book M-70 beginning at page 598 of the Official Records of Summit County, State of Utah. Declarant hereby declares and states that the said paragraphs 2, 3, 4 and 5 are stated to be null and void and of no force and effect.

DECLARATION OF RESTRICTIVE COVENANTS

1. Declarant Ramshire, Inc., as the owner of the fee of the following described real property and Declarant Park Meadows Development Company as the owner of the beneficial interest of the following described property with the consent and agreement of Park City Corporation hereby agrees that the real property described on Exhibit "B" attached hereto and incorporated herein shall at no time hereafter be utilized for any purpose other than construction, maintenance and operation of a golf course, golf clubhouse and related improvements and facilities.

2. This Declaration of Restrictive Covenants is executed at the request of and for the benefit of Park City Corporation and may be enforced by Park City Corporation.

3. This Declaration of Restrictive Covenants and the restrictive covenants set forth herein are and shall be deemed irrevocable and shall be deemed covenants running with the land and shall constitute burdens to the Declarant and its successors and assigns and all parties hereafter owning or acquiring any interest in the property.

EXECUTED the day and year first above written.

RAMSHIRE, INC.

By _____
W. H. Miller, Vice President

PARK MEADOWS DEVELOPMENT COMPANY

By _____
Enoch R. Smith, Partner

PARK CITY CORPORATION

By _____
John C. "Jack" Green, Mayor

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CONSENT AND JOINDER

The undersigned DENIS R. MORRILL (hereinafter designated "Morrill"), as "Trustee" under a certain Trust Deed dated December 13, 1973, from Greater Park City Company, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., is designated as "Beneficiary," which Trust Deed is recorded as Entry No. 121842 in Book M-53, Pages 61-74 of Official Records in the Office of the Recorder of Summit County, Utah, and amended by an Amendment dated July 3, 1974, recorded July 9, 1974, as Entry No. 123735, in Book M-58 at Pages 54-59 of Official Records in the Office of the Recorder of Summit County, Utah, and by Second Amendment to Trust Deed dated October 11, 1974, and recorded October 11, 1974, as Entry No. 124612 in Book M-60 at Pages 227-237 of the Official Records of the Recorder of Summit County, Utah, which Trust Deed covers the real property described in and which is the subject of the foregoing Release and Declaration of Restrictive Covenants, and Genstar Finance, N.V. (hereinafter designated ("Genstar"), as "Beneficiary" under said Trust Deed, hereby consent to the execution by Ramshire, Inc., of the foregoing Release and Declaration of Restrictive Covenants, join in the execution thereof and agree that all of the right, title and interest of Morrill and Genstar . arising under said Trust Deed in and to the real property which is the subject of said Release shall be released from and that which is the subject of said Declaration of Restrictive Covenants shall be bound by, the terms of said Release and Declaration of Restrictive Covenants to the same extent and and with the same effect as if Morrill and Genstar had executed said document as "Declarant."

DATED this 9th day of JULY, 1979.

Denis R. Morrill, Trustee

GENSTAR FINANCE, N.V.

By _____
Ken Merson, Director

BOOK M 167 PAGE 828

EXHIBIT "A"

Beginning at a point on the North line of Little Kate Road, said point being North 1304.60 feet and East 1185.00 feet from the Southwest corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 285.00 feet; thence North 29°30' East 590.00 feet; thence North 44°29'36" West 684.07 feet; thence North 12°20'30" West 636.61 feet to a point on a curve on the Southerly line of a proposed 66.00 foot right-of-way, the radius point of which bears South 23°00' East 417.00 feet; thence Northeasterly along said curve to the right 87.34 feet to a point of tangency; thence North 79°00' East 291.00 feet; thence South 25°00' East 315.00 feet; thence South 42°00' East 365.00 feet; thence South 28°32'50" East 329.88 feet; thence East 150.00 feet; thence North 10° 00' East 246.94 feet; thence North 34° 00' East 373.34 feet; thence North 5°00' East 599.14 feet; thence North 60°00' West 145.52 feet to a point on a curve on said right-of-way line, the radius point of which bears North 64°00' West 513.00 feet; thence Northeasterly along said curve to the left 204.89 feet; thence East 50.00 feet; thence North 33°00' West 400.00 feet; thence North 18°00' East 290.00 feet; thence North 39°54'57" East 495.02 feet; thence North 60°00' East 406.66 feet; thence North 54.70 feet to the point of a curve on said right-of-way line the radius point of which bears South 432.56 feet; thence Southeasterly along said curve to the right 433.71 feet; thence South 40°50' West 603.18 feet; thence South 30°00' West 260.00 feet; thence South 52°00' West 700.00 feet; thence South 11°00' East 435.00 feet; thence South 53°00' East 655.00 feet; thence North 59°56'18" East 192.50 feet; thence North 4°00' West 685.00 feet; thence North 30°00' East 690.00 feet; thence North 60°00' East 220.00 feet to the point of a curve on said right-of-way line the radius point of which bears North 68°30' East 733.00 feet; thence Southeasterly along the arc of said curve to the right 244.35 feet; thence South 8°00' West 700.00 feet; thence South 20°21'37" East 192.65 feet; thence South 71°30' East 480.00 feet; thence South 49°00' East 425.00 feet; thence East 210.00 feet; thence South 42°30' East 248.00 feet; thence East 90.00 feet to a point on said 66.00 foot right-of-way; thence South 0°18'38" West 375.00 feet; thence West 215.00 feet; thence North 75°00' West 970.00 feet; thence South 38°24'08" West 41.36 feet; thence South 12°00' East 301.50 feet; thence South 17°00' West 1069.07 feet to a point on a curve on the North line of said Little Kate Road, the radius point of which bears South 24°04' West 525.00 feet; thence Northwesterly along the arc of said curve to the left 299.93 feet to a point of tangency; thence West 84.14 feet; thence North 205.00 feet; thence North 4°39'50" West 765.33 feet; thence South 80°10'42" West 974.00 feet; thence South 110.00 feet; thence West 544.43 feet; thence South 57°00' West 438.345 feet; thence South 264.00 feet to a point on a curve on the North line of said Little Kate Road, the radius point of which bears South 2°56'49" West 525.00 feet; thence Northwesterly along the arc of said curve to the left 27.00 feet to a point of tangency; thence West 381.00 feet to the point of beginning.
(Contains 140.676 Acres)

BOOK M 167 PAGE 829

J.J.Johnson & Associates

1700 Park Avenue, p.o.box 1661
Park City, Utah 84060 (801) 649-9811

November 15, 1978

DESCRIPTION OF THE PARK MEADOWS GOLF COURSE

Beginning at a point of intersection with the East line of Meadows Drive and the North line of Little Kate Road, said point being North 1304.60 feet and East 1251.00 feet from the Southwest corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence North along said East line of Meadows Drive 401.665 feet; thence North 29° 30" East 455.97 feet; thence North 44° 29' 36" West 684.07 feet; thence North 12° 20' 30" West 540.05 feet to the most Northerly corner of Lot 5, Park Meadows Subdivision No. 3, as recorded, thence North 22° 00' East 77.62 feet to the point of a 74.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 73.62 feet to a point of tangency; thence North 79° 00' East 87.86 feet; thence North 11° 00' West 56.00 feet; thence North 6° 00' East 200.00 feet; thence North 45° 00' East 100.00 feet; thence North 71° 30' East 575.00 feet; thence North 4° 00' West 200.00 feet; thence North 29° 00' East 500.00 feet; thence North 42° 00' East 530.00 feet; thence North 15° 00' West 60.00 feet; thence North 58° 30' East 400.00 feet; thence North 14° 00' East 222.00 feet to a point which is South 49.30 feet and West 31.58 feet from the North quarter corner of said Section 4; thence North 83° 00' East 550.00 feet; thence South 80° 00' East 675.00 feet; thence North 50° 00' East 81.89 feet to a point on a 633.00 foot radius curve to the left, the radius point of which bears North 44° 34' 30" East 633.00 feet; thence Southeasterly along the arc of said 288.08 feet to a point of tangency; thence South 71° 30' East 338.77 feet to a point of a 665.76 foot radius curve to the left, the radius point of which bears North 18° 30' East 665.76 feet; thence Southeasterly along the arc of said curve 120.18 feet; thence South 95.24 feet; thence South 22° 00' East 742.915 feet; thence South 392.56 feet; thence South 53° 30' East 100.57 feet; thence North 75° 00' East 102.49 feet; thence South 13° 00' East 818.42 feet; thence South 66° 30' East 77.08 feet to a point of a 616.31 foot radius curve to the left, the radius point of which bears South 66° 30' East 616.31 feet; thence Southwesterly along the arc of said curve 249.44 feet to a point of tangency; thence South 0° 18' 38" West 46.345 feet; thence South 0° 05' 40" West 495.54 feet; thence West 216.88 feet; thence North 75° 00' West 372.00 feet; thence South 7° 36' 19" West 141.04 feet to a point on a 445.85 foot radius curve to the left, the radius point of which bears South 4° 00' West 445.85 feet; thence Southwesterly along the arc of said curve 31.13 feet to the point of a 331.89 foot compound curve to the left, the radius point of which

BOOK 167 PAGE 830

EXHIBIT "B"

bears South 331.89 feet; thence Southwesterly along the arc of said curve 185.36 feet; thence South 58° 00' West 170.00 feet to a point of a 250.51 foot radius curve to the left; thence Southwesterly along the arc of said curve 166.145 feet; thence North 67° 18' 10" West 134.11 feet to the Northwest corner of Lot 87, Park Meadows Subdivision No. 5, as recorded; thence South 17° 00' West 879.075 feet to a point on a 525.00 foot radius curve to the left and the North line of Little Kate Road; thence Northwesterly along the arc of said curve and said North line 220.52 feet to a point of tangency; thence West along the said North line 84.14 feet; thence North 205.00 feet; thence North 4° 39' 50" West 765.33 feet; thence South 80° 10' 42" West 974.00 feet; thence South 110.00 feet; thence West 544.43 feet; thence South 57° 00' West 438.34 feet; thence South 264.00 feet to the North line of Little Kate Road to a point on a 525.00 foot radius curve to the left; the radius point of which bears South 2° 56' 49" West 525.00 feet; thence Northwesterly along the arc of said curve and North line 27.00 feet to a point of tangency; thence West along said North line 315.00 feet to the point of beginning.

Area within description - 272.442 acres.

Excluding therefrom the following parcels and those portions of the above described property required to provide double access for vehicles and pedestrians paved for a width reasonably required by applicable governmental agencies to provide suitable access to the below described properties.

PARCEL NO. 1

Beginning at a point North 2796.72 feet and East 4941.52 feet from the Southwest corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence South 54° 30' West 140.78 feet; thence North 47° 30' West 550.74 feet; thence North 29° 30' East 99.50 feet; thence North 50° 30' East 198.89 feet; thence North 149.535 feet; thence North 24° 00' West 99.91 feet; thence North 30° 00' East 49.75 feet; thence North 79° 00' East 198.97 feet; thence South 76° 00' East 99.62 feet; thence South 3° 00' East 802.28 feet to the point of beginning.

Contains 6.653 acres.

PARCEL NO. 2

Beginning at a point North 2061.32 feet and East 1936.015 feet from the Southwest corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence North 44° 30' West 683.69 feet; thence North 32° 00' West 822.59 feet to the South line of Meadows Drive; thence North 79° 00' East along said South line 30.15 feet to the most Easterly corner of Park Meadows Subdivision No. 3, as recorded; thence North 11° 00' West along the boundary of said Park Meadows Subdivision No. 3, 56.00 feet; thence South 87° 00' East 259.74 feet; thence North 54° 00' East 650.89 feet; thence North 40° 00' East 99.91 feet; thence North 30° 00' East 1396.605 feet; thence North 84° 00' East 623.54 feet; thence East 201.285 feet; thence

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South 75.49 feet; thence South 27° 00' West 481.38 feet; thence South 14° 00' West 537.55 feet; thence North 68° 00' West 297.48 feet; thence South 22° 00' West 50.18 feet; thence South 63° 00' West 199.445 feet; thence South 32° 00' West 641.355 feet; thence South 45° 00' West 200.01 feet; thence South 61° 00' West 598.52 feet; thence South 30° 00' East 211.86 feet; thence South 42° 00' East 201.83 feet; thence South 86° 00' East 402.745 feet; thence South 76° 30' East 211.63 feet; thence South 50° 00' East 75.68 feet; thence South 73° 30' East 201.60 feet; thence South 17° 30' West 140.60 feet; thence South 81° 30' West 482.385 feet; thence South 46° 30' West 314.94 feet to the point of beginning.

Contains 48.422 acres.

PARCEL NO. 3

Beginning at a point North 2538.97 feet and East 3170.68 feet from the Southwest corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence North 65° 30' West 902.40 feet; thence North 3° 00' East 183.13 feet; thence North 60° 00' East 200.00 feet; thence North 30° 30' East 300.00 feet; thence North 50° 30' East 220.00 feet; thence South 82° 00' East 200.00 feet; thence North 73° 30' East 70.00 feet; thence South 51° 00' East 150.00 feet; thence South 14° 00' West 300.00 feet; thence South 29° 30' East 110.00 feet; thence South 79° 00' East 125.00 feet; thence North 80° 00' East 350.00 feet; thence South 17° 30' East 150.00 feet; thence South 45° 30' West 670.00 feet; thence North 83° 26' West 82.15 feet to the point of beginning.

Contains 18.190 acres.

PARCEL NO. 4

Beginning at a point North 3499.36 feet and East 3867.02 feet from the Southwest corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence North 75° 00' West 148.195 feet; thence North 23° 30' West 98.38 feet; thence North 12° 30' East 103.775 feet; thence North 43° 00' East 398.32 feet; thence North 30° 30' East 595.48 feet; thence North 49.305 feet; thence North 81° 00' East 150.97 feet; thence South 12° 30' East 178.46 feet; thence South 66° 00' East 49.41 feet; thence South 12° 00' East 347.03 feet; thence South 1° 00' West 327.895 feet; thence South 71° 00' West 754.37 feet to the point of beginning.

Contains 12.469 acres.

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PARCEL NO. 5

Beginning at the Northwest corner of Lot 87, Park Meadows Subdivision No. 5, as recorded, said corner also being North 1910.02 feet and East 4082.25 feet from the Southwest corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence North 10° 30' East 507.19 feet; thence South 74° 00' East 524.06 feet; thence South 7° 36' 19" West 141.04 feet to a point on a 445.85 foot radius curve to the left, the radius point of which bears South 4° 00' West 445.85 feet; thence Southwesterly along the arc of said curve 31.13 feet to the point of a 331.89 foot compound curve to the left, the radius point of which bears South 331.89 feet; thence Southwesterly along the arc of said curve 185.36 feet; thence South 58° 00' West 170.00 feet to a point of a 250.51 foot radius curve to the left, thence Southwesterly along the arc of said curve 166.145 feet; thence North 67° 18' 10" West 134.11 feet to the point of beginning.

Contains 3.995 acres.

Total area in golf course - 182.713 acres.

ALSO:

All of the above descriptions are subject to right-of-way easements.

JGW:pb

ORDER NO. 9-30-78

BOOK M 167 PAGE 833

STATE OF CALIFORNIA)
: ss.
COUNTY OF LOS ANGELES)

On the 9th day of July, 1979, personally appeared before me W.H. Miller, Vice President, who, being by me duly sworn, did say that he is the President of RAMSHIRE, INC., a Delaware corporation, and that the within and foregoing Release and Declaration of Restrictive Covenants was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Roger Jackson duly acknowledged to me that said corporation executed the same.

Hilda Wilkin
NOTARY PUBLIC
Residing at:

My Commission Expires:

_____

OFFICIAL SEAL
HILDA WILKIN
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Exp. Aug. 3, 1982

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

On the 10th day of June, 1979, personally appeared before me Enoch R. Smith, who, being by me duly sworn, did say that he is a partner in PARK MEADOWS DEVELOPMENT COMPANY, a Utah partnership, and that the within and foregoing Release and Declaration of Restrictive Covenants was signed in behalf of said partnership.

Anita J. Torti
NOTARY PUBLIC
Residing at:

My Commission Expires:
July 20, 1981

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the 13 day of Aug., 1979, personally appeared before me Jack Green, who, being by me duly sworn, did say that he is the mayor of Park City, a body corporate and politic, and that the within and foregoing Release and Declaration of Restrictive Covenants was signed in behalf of said City by authority of a resolution passed by the City Commission.

Linda W. Leatham
NOTARY PUBLIC
Residing at: Heber City

My Commission Expires:
June 1, 1982

LINDA W. LEATHAM
NOTARY PUBLIC
Commission Expires
June 1, 1982
STATE OF UTAH

BOOK M 167 PAGE 834

The meeting was called to order by Mayor John C. Green, Jr. at 7:06 p.m. A roll call was taken which indicated the following Councilmen were present; Steve Dering, Richard Shoff and Bob Wells. City Councilman Eleanor BEnnett and Richard Martinez asked to be excused. City Managar Wayne Matthews was also in attendance.

Councilman Wells stated that the current mil levy was 30 mils. City Manager Matthews stated that a recent valuation of Park City's property showed nearly a 50% increase over last year's assessment, although the Park City Redevelopment District's assessment was $300,000 lower than last year. Mr. Matthews noted that because the Redevelopment Agency is funded by a tax increment, the Redevelopment Agency is ucrrently without operating funds for the coming year and the City may wind up funding many of the Redevelopment Agency's projects.

Mr. Matthews aslo reported that building permits and impact fees could be -lower than anticipated.

Due to those factors, Councilman Wells then made a motion to lower property taxes in Park City from 30 to 29 mils. The motion was seconded by Councilman Shoff and carried.

It was noted that consideration of the American Flag and Quarry Hills Subdivision plats would be discussed at the August 16, 1979, City Council meeting.

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED.

The meeting adjourned at 7:25 p.m.

CITY COUNCIL MEETING
AUGUST 16, 1979

The meeting was called to order at 7:10 p.m. by Mayor John C. Green, Jr. A roll call was taken which indicated the following Councilmen were present: Eleanor Bennett, Dick Shoff and Bob Wells. Councilmen Steve Dering and Richard Martinez asked to be excused. Also in attendance to the meeting were City Manager Wayne Matthews and City Attorney Mike McCoy.

Mayor Green stated that because the minutes of the August 9, 1979, City Council Meeting had not been included with the August 2, minutes, consideration of the minutes would be tabled until the September 6, 1979 City Council meeting.

SUMMARY OF VERIFIED BILLS

Councilman Bennett made the motion to approve the summary of verified bills in the amount of $99,952.32 for the period ending August 10, 1979. The motion was seconded by Councilman Wells and carried.

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED.

NEW BUSINESS

The next item to be discussed was a proposal from Architects, Planners and Alliance for the update and revision of the Park City Comprehensive Plan. A representative from APA, Mr. Carr, gave a brief presentation of APA's proposal highlighting on certain aspects such as citizen participation, market analysis, hillside development studies, concepts for preparation and presentation of the comprehensive plan and land management.

The next item under New Business was review and discussion of the American Flag plat. Mr. Jack Johnson, representing the proponents, stated that he had obtained all the signatures which were required for approval and he then presented a letter from Prudential Federal Savings and Loan guaranteeing that $5,850,000 was available for improvements.

BOOK M 167 PAGE 832

Several questions were then raised concerning the drain plan for the subdivision. Mr. John gave a brief summary of the drain pland and asked John Probasco, the City Engineer, to further explain the system. Mr. Gerry Kinghorn, an interested citizen, asked Mr. Johnson if he had obta all the State construction permits and had contacted the State water quality officials. Mr. Joh son assured the Council that the developers would be complying with all the ordinances.

After much discussion, the American Flag plat approval was tabled by Councilman Bennett and econded by Councilman Wells. The motion was carried.

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED.

Mayor Green suggested that Mr. Johnson get together with Mr. Gerry Kinghorn to see that the merican Flag subdivision is in compliance with the State Board of Health's storm drain runoff lan, that the subdivison met the requirements of the State Uniform Building Code, Chapter 70, an hat all permits which were required be obtained. It was noted that Mr. Kinghorn was knowledgeab ith these requirements.

The next item under New Business, Quarry Hills plat approval, was also tabled until the Sept , 1979, City Council Meeting. It was again suggested to Mr. Johnson that he work together with ity Engineer and the City Attorney to make sure that all the State requirements for a subdivisio re met.

The next item to be considered was the Northstar Subdivision letter. Mr. Jack Johnson repres he proponents, stated that construction had been completed on the 10 lot subdivision and the evelopers and homeowners were requesting that the subdivision be approved and released from the ond held by the City. Mr. Johnson pointed out that the road in the subdivision is a dedicated ight-of-way and the homeowners will plow the road in the winter.

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED.

Councilman Wells made the motion to release the bond held by the City and accept the utilitie the Northstar Subdivision. The motion was seconded by Councilman Bennett and carried.

The next item on the agenda was discussion of the Park Meadows Golf Course. Mr. Jack Johnson epresenting the proponents, presented a letter to the Council noted that the developers of the ack Nicklaus Golf Course in Park Meadows were requesting approval from the City to change to lega escription of the golf course to 182 acres. Mr. Johnson stated that an extra 42 acres of open spac ould be added to description. After some discussion, Councilman Wells made the motion to allow e proponents of the Jack Nicklaus Golf Course to change the description of the property to 182 res. The motion was seconded by Councilman Bennett and carried.

Councilman Bennett stated that she had received a petition from Robert Black to close 10th reet, but since the petition was incomplete and there was not representation of the proposal a e meeting, she made a motion to table discussion of the petition. The motion was seconded by uncilman Shoff and carried.

Mayor Green stated that the next item of business was consideration of the Norwalk Cable levision Acceptance Agreement. Mr. Doug Johnson, representing the Norwalk Cable Television nstruction Company, stated that this assignment was a means of obtaining the financing for nstruction of the cable television system in Park City.

After some discussion, Councilman Wells made the motion to approve the Norwalk Cable Tele sion Acceptance Agreement subject to the review of the City Attorney, the motion was seconded by

BOOK M 167 PAGE 8 46

Entry No. 179267 Book M186
RECORDED 5-8-81 at 10:45 M Page 558
REQUEST of Jeremy Johnson Assoc.
FEE $29.50 WANDA W. EDRIGGS, SUMMIT CO. RECORDER
By Barbara B. Graham Deputy
INDEXED ABSTRACT

FIRST AMENDMENT TO RELEASE AND DECLARATION OF RESTRICTIVE COVENANTS

This First Amendment to Release and Declaration of Restrictive Covenants is executed this 26th day of February, 1981, by RAMSHIRE, INC., a Delaware corporation; PARK CITY CORPORATION, a body corporate and politic of the State of Utah; and PARK MEADOWS DEVELOPMENT COMPANY, a partnership (hereinafter collectively designated "Declarant").

RECITALS:

A. By document dated July 9, 1979, executed collectively by Declarant and recorded in the property records of Summit County, State of Utah, as Entry No. 171044, in Book M-167, beginning at Page 826, Declarant restricted certain property located in Summit County, State of Utah, described on Exhibit "B" attached thereto to no other uses than construction, maintenance and operation of a golf course, golf clubhouse and related improvements and facilities.

B. The legal description of the property shown on Exhibit "B" to that Release and Declaration of Restrictive Covenants was in error and must be replaced.

C. The purpose of this document is to replace the Exhibit "B" to that document with Exhibit "B" attached hereto.

D. All of the parties signatory to the Release and Declaration of Restrictive Covenants and all of the parties interested in the subject property are agreeable thereto.

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant and each of them do hereby amend the Release and Declaration of Restrictive Covenants referred to in Recital A above as follows.

BOOKM186PAGE558

1. Exhibit "B" to the Release and Declaration of Restrictive Covenants dated July 9, 1979, is deleted in its entirety and in its place and stead is inserted Exhibit "B" attached hereto, being the description of the property restricted under the Release and Declaration of Restrictive Covenants.

2. Except as specifically amended hereby, the Release and Declaration of Restrictive Covenants remains in full force and effect, burdening the property herein described.

EXECUTED the day and year first written above.

RAMSHIRE, INC., a Delaware corporation

By _____
Its President

PARK CITY CORPORATION, a body corporate and politic

By _____
Mayor

PARK MEADOWS DEVELOPMENT COMPANY, a partnership

By _____
General Partner

STATE OF)
: ss.
COUNTY OF)

On the 26 day of February 1981, personally appeared before me William H. Miller, who, being by me duly sworn, did say that he is the President of RAMSHIRE, INC., a Delaware corporation, and that the within and foregoing First Amendment to Release and Declaration of Restrictive Covenants was signed in behalf of said corporation by authority of its Board of Directors, and said William H. Miller duly acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC
Residing at:

My Commission Expires:

_____

OFFICIAL SEAL
JAMES A. TINDAL
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Exp. Feb. 24, 1984

BOOKM186 PAGE559

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the 17 day of March, 1981, personally appeared before me Jack Green, who, being by me duly sworn, did say that he is the mayor of PARK CITY, a body corporate and politic, and that the within and foregoing First Amendment to Release and Declaration of Restrictive Covenants was signed in behalf of said City by authority of a resolution passed by the City Commission.

NOTARY PUBLIC
Residing at:

My Commission Expires:
January 25, 1985

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

On the 17 day of March, 1981, personally appeared before me Enoch R. Smith, who, being by me duly sworn, did say that he is a partner in PARK MEADOWS DEVELOPMENT COMPANY, a Utah partnership, and that the within and foregoing First Amendment to Release and Declaration of Restrictive Covenants was signed in behalf of said partnership.

NOTARY PUBLIC
Residing at:

My Commission Expires:
January 25, 1985

BOOK M180 PAGE 560

DECEMBER 3, 1980
JACK NICKLAUS GOLF COURSE

Beginning at a point which is North 1304.60 feet and East 1251.00 feet from the Southwest corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being the Southeast corner of Park Meadows Subdivision No. 2, and running thence along said Subdivision boundary as follows: North 401.67 feet; thence North 29° 30' East 455.97 feet; thence North 44° 29' 36" West 684.07 feet; thence North 12° 20' 30" West 50.21 feet to the Southeast corner of Park Meadows Subdivision No. 3; thence along said Subdivision boundary as follows: North 12° 20' 30" West 489.84 feet; thence North 22° 00' East 77.62 feet to a point on a 74.00 foot radius curve to the right, the radius point of which bears South 68° 00' East 74.00 feet; thence Northeasterly along the arc of said curve 73.62 feet to a point of tangency; thence North 79° 00' East 87.86 feet; thence North 11° 00' West 56.00 feet; thence leaving said Subdivision boundary North 6° 00' East 200.00 feet; thence North 45° 00' East 100.00 feet; thence North 71° 30' East 575.00 feet; thence North 4° 00' West 200.00 feet; thence North 29° 00' East 500.00 feet; thence North 42° 00' East 530.00 feet; thence North 15° 00' West 60.00 feet; thence North 58° 30' East 273.367 feet; thence South 89° 40' 11" East 192.23 feet to the center of section line; thence North 0° 10' 43" East along said center of section line, 331.98 feet to the North Quarter corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence South 89° 52' 45" East along the section line, 1196.804 feet; thence leaving said section line and running South 45° 25' 30" East 63.16 feet to a point on a 633.00 foot radius curve to the left, the radius point of which bears North 44° 34' 31" East 633.00 feet; thence Southeasterly along the arc of said curve 288.08 feet to a point of tangency; thence South 71° 30' East 338.77 feet to a point on a 665.76 foot radius curve to the left, the radius point of which bears North 18° 30' East 665.76 feet; thence Southeasterly along the arc of said curve 120.18 feet; thence due South 95.24 feet; thence South 22° 00' East 742.914 feet; thence South 392.561 feet; thence South 53° 30' East 100.57 feet; thence North 75° 00' East 102.49 feet; thence South 13° 00' East 818.42 feet; thence South 66° 30' East 77.08 feet to a point on the West boundary of the Sunnyslopes Park Meadows No. 6A Subdivision, said point also being on a 616.31 foot radius curve to the left, the radius point of which bears South 66° 30' East 616.31 feet; thence Southwesterly along said West boundary and along the arc of said curve 249.44 feet to a point of tangency, thence South 0° 18' 38" West 46.35 feet; thence South 0° 05' 40" West 225.54 feet; thence North 89° 54' 20" West 7.50 feet; thence South 0° 05' 40" West 270.00 feet to a point on the North boundary of Park Meadows No. 5. Subdivision; thence along said North boundary as follows: due West 209.38 feet; thence North 75° 00' West 372.00 feet; thence South 7° 36' 19" West 141.04 feet to a point on a 445.85 foot radius curve to the left, the radius point of which bears South 4° 00' West 445.85 feet; thence Westerly along the arc of said curve 31.13 feet to a point on a 331.89 foot radius compound curve to the left, the radius point of which bears South 331.89 feet; thence Southwesterly along the arc of said curve 185.36 feet to a point of tangency; thence South 58° 00' West 170.00 feet to a point on a 250.51 foot radius curve to the left, the radius point of

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EXHIBIT "B"

which bears South 32° 00' East 250.51 feet; thence Southwesterly along the arc of said curve 166.15 feet; thence North 67° 18' 10" West 134.11 feet; thence South 17° 00' West 879.08 feet to a point on the North right-of-way line of Little Kate Road, said point also being on a 525.00 foot radius curve to the left, the radius point of which bears South 24° 04° West 525.00 feet; thence Westerly along said right-of-way line and along the arc of said curve 220.52 feet to a point of tangency; thence due West along said right-of-way line 84.14 feet to a point which is the Southeast corner of Racquet Club Village No. 2 P.U.D.; thence along the East boundary of said Racquet Club Village as follows: North 205.00 feet; thence North 4° 39' 50" West 765.33 feet; thence South 80° 10' 42" West 450.29 feet to a point which is the Northeast corner of Racquet Club Village No. 3 P.U.D.; thence along the North boundary of said Racquet Club Village No. 3 as follows: South 80° 10' 42" West 523.71 feet; thence due South 110.00 feet; thence due West 195.51 feet to a point which is the Northeast corner of Racquet Club Village No. 1, P.U.D.; thence along the North boundary of said Racquet Club Village No. 1 as follows: due West 348.92 feet; thence South 57° 00' West 438.34 feet; thence South 264.00 feet to the North line of Little Kate Road, said point also being on a 525.00 foot radius curve to the left; the radius point of which bears South 2° 56' 49" West 525.00 feet; thence Northwesterly along the arc of said curve and North line 27.00 feet to a point of tangency; thence West along said North line 315.00 feet to the point of beginning.

Contains 272.789 acres

Actual net area of Golf Course 180.916 acres.

JGW:mb
Job No. 15-30-80

EXCLUDING THEREFROM the following parcels and those portions of the above described property required to provide double access for vehicles and pedestrians paved for a width reasonably required by applicable governmental agencies to provide suitable access to the below described properties.

PARCEL #1
October 24, 1979

Beginning at a point which is North 2745.79 feet and East 4944.14 feet from the Southwest corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on a 150.00 foot radius curve to the right, the radius point of which bears South 87° 00' 00" West 150.00 feet thence Southwesterly along the arc of said curve 390.08 feet to a point of tangency; thence North 34° 00' 00" West 161.00 feet; thence North 44° 20' 00' West 99.79 feet; thence North 79° 30' 00" West 163.11 feet; thence South 51° 30' 00" West 63.68 feet; thence North 19° 00' 00" West 137.79 feet; thence North 60° 30' 00" East 476.66 feet; thence North 40° 45' 00" East 190.42 feet; thence North 85° 00' 00" East 65.96 feet; thence South 63° 00' 00" East 59.66 feet; thence South 3° 00' 00" East 591.94 feet to the point of beginning.

Contains 6.729 acres

JGW:mlb
Job No. 12-30-79

BOOK M186 PAGE 562

PARCEL #2
October 24, 1979

Beginning at a point which is North 3291.58 feet and East 1042.87 feet from the Southwest corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian; said point being on the most Easterly boundary line of the Park Meadows No. 3 Subdivision; and running thence South 86° 00' East 174.14 feet; thence North 57° 00' East 808.92 feet; thence North 29° 45' East 724.64 feet; thence North 20° 40' East 652.88 feet; thence South 83° 00' East 78.00 feet; thence South 14° 00' East 72.65 feet; thence North 69° 10' East 381.43 feet; thence North 87° 00' East 694.46 feet; thence South 33° 25' West 517.55 feet; thence South 15° 49' West 623.62 feet; thence South 5° 00' West 59.77 feet; thence North 79° 00' West 76.19 feet; thence North 22° 20' West 92.08 feet; thence North 37° 00' West 49.86 feet; thence North 79° 00' West 80.17 feet; thence South 87° 30' West 121.42 feet; thence South 80° 00' West 111.50 feet; thence South 33° 40' West 469.36 feet; thence South 53° 20' West 752.58 feet; thence South 62° 00' West 86.46 feet; thence South 41° 11' 10" West 53.15 feet; thence South 98.50 feet; thence South 25° 00' West 106.48 feet; thence South 5° 00' East 176.01 feet; thence South 45° 00' East 84.37 feet; thence South 77° 20' East 453.48 feet; thence South 72° 25' East 763.21 feet; thence South 80° 20' West 660.65 feet; thence South 53° 20' West 559.42 feet; thence North 45° 00' West 107.18 feet; thence North 4° 00' East 154.59 feet; thence North 45° 00' West 384.57 feet; thence North 32° 00' West 919.32 feet to a point on the Easterly boundary of the Park Meadows No. 3 Subdivision and running along said boundary as follows: North 79° 00' East 30.15 feet; thence North 11° 00' West 40.00 feet to the point of beginning.

Contains 52.468 acres

JGW:cs
Job No. 12-30-79

PARCEL #3
OCTOBER 24, 1979

Beginning at a point which is North 2480.00 feet and East 3200.00 feet from the Southwest corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 59° 30' West 819.35 feet; thence North 79° 30' West 461.76 feet; thence North 59.92 feet; thence North 64° 20' East 565.83 feet; thence North 40° 00' East 313.65 feet; thence North 78° 40' East 125.84 feet; thence North 65° 13' 30" East 71.59 feet; thence North 75° 00' East 154.77 feet; thence South 5° 00' East 120.52 feet; thence East 138.34 feet; thence South 3° 00' West 350.48 feet; thence South 89° 00' East 282.00 feet; thence North 74° 30' East 205.52 feet; thence South 20° 00' East 85.56 feet; thence South 43° 20' West 500.20 feet; thence South 34° 00' West 332.64 feet to the point of beginning.

Contains 19.463 acres

JGW:cs
Job No. 12-30-79

BOOKM186PAGE563

PARCEL #4
OCTOBER 24, 1979

Beginning at a point which is North 3585.00 feet and East 4090.00 feet from the Southwest corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 41° 00' West 152.59 feet; thence North 18° 15' East 929.55 feet; thence North 81° 00' East 151.73 feet; thence South 14° 40' East 879.23 feet; thence South 41° 00' West 60.00 feet; thence South 76° 30' West 539.00 feet to the point of beginning.

Contains 9.218 acres

JGW:cs
Job No. 12-30-79

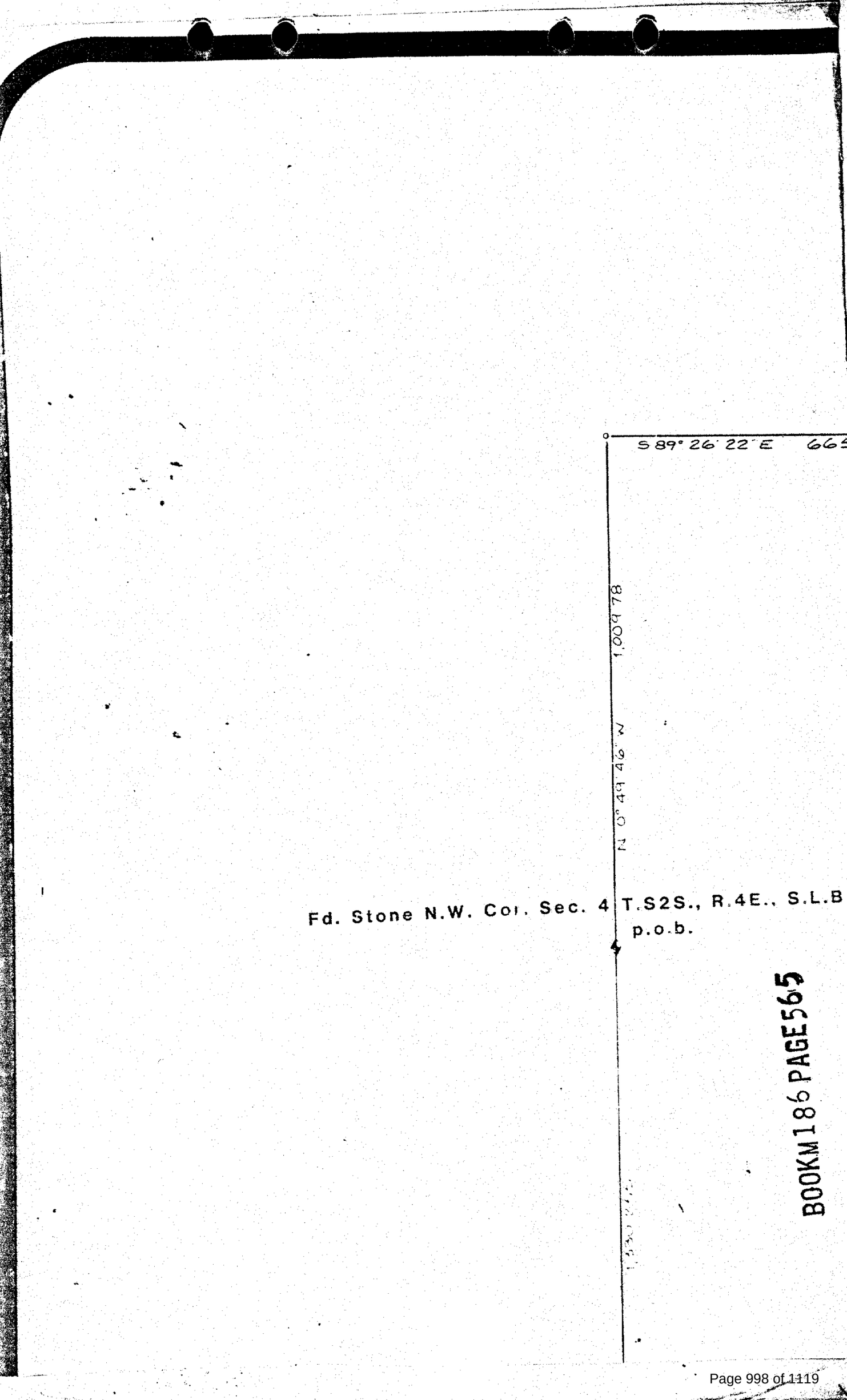
PARCEL #5
OCTOBER 24, 1979

Beginning at a point which is North 1910.02 feet and East 4082.25 feet from the Southwest corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being the Northwest corner of the Park Meadows No. 5 Subdivision and running thence North 10° 30' East 507.19 feet; thence South 74° 00' East 524.06 feet to a point on the Northerly boundary of said Park Meadows No. 5 Subdivision and running thence along said boundary as follows: South 7° 36' 19" West 141.04 feet to a point on a 445.85 foot radius curve to the left, the radius point of which bears South 4° 00 West 445.85 feet; thence Westerly along the arc of said curve 31.13 feet to a point on a 331.89 foot radius curve to the left, the radius point of which bears South 331.89 feet; thence Southwesterly along the arc of said curve 185.36 feet to a point of tangency; thence South 58° 00' West 170.00 feet to a point on a 250.51 foot radius curve to the left, the radius point of which bears South 32° 00' East 250.51 feet; thence Southwesterly along the arc of said curve 166.15 feet; thence North 67° 18' 10" West 134.11 feet to the point of beginning.

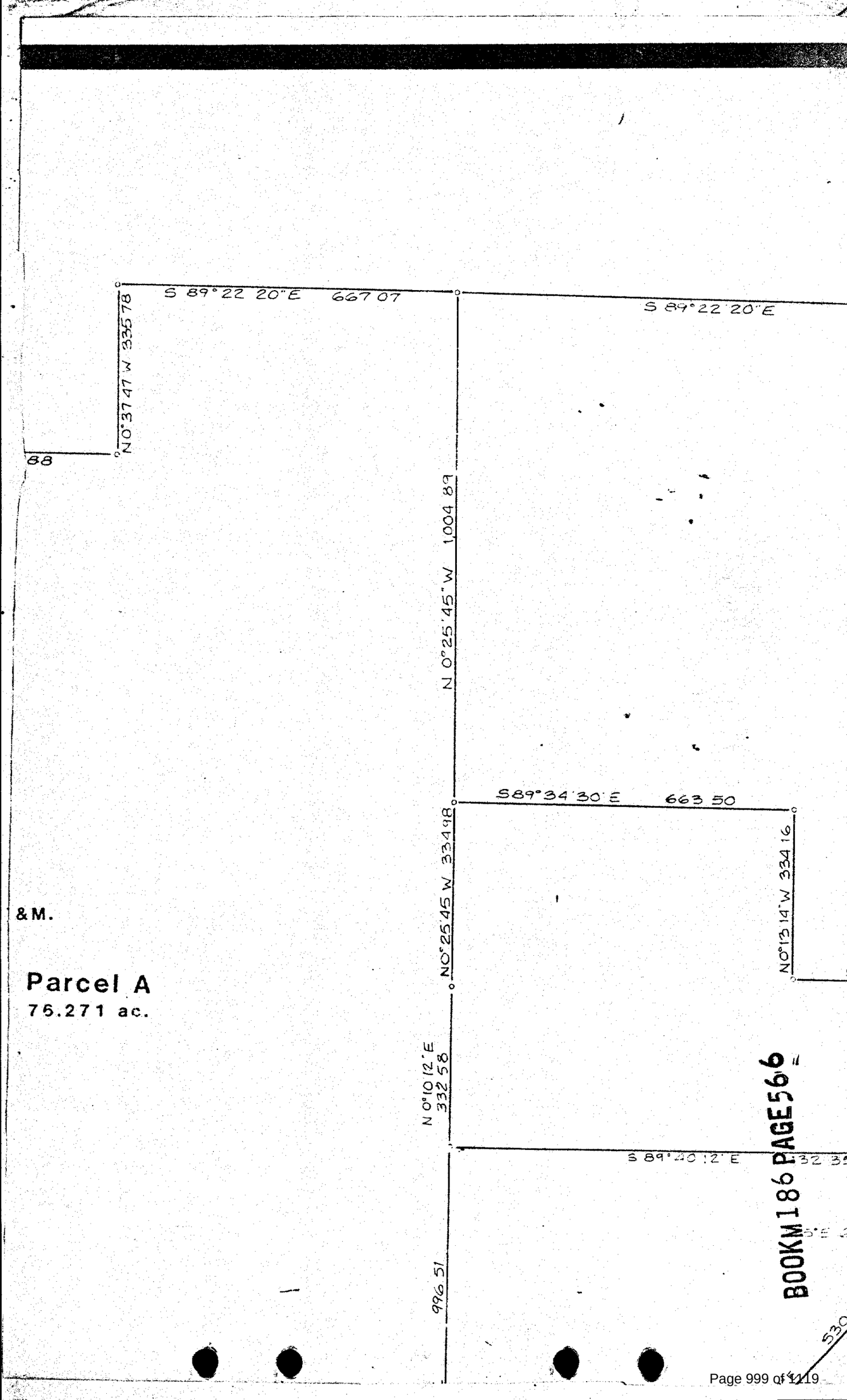
Contains 3.995 acres

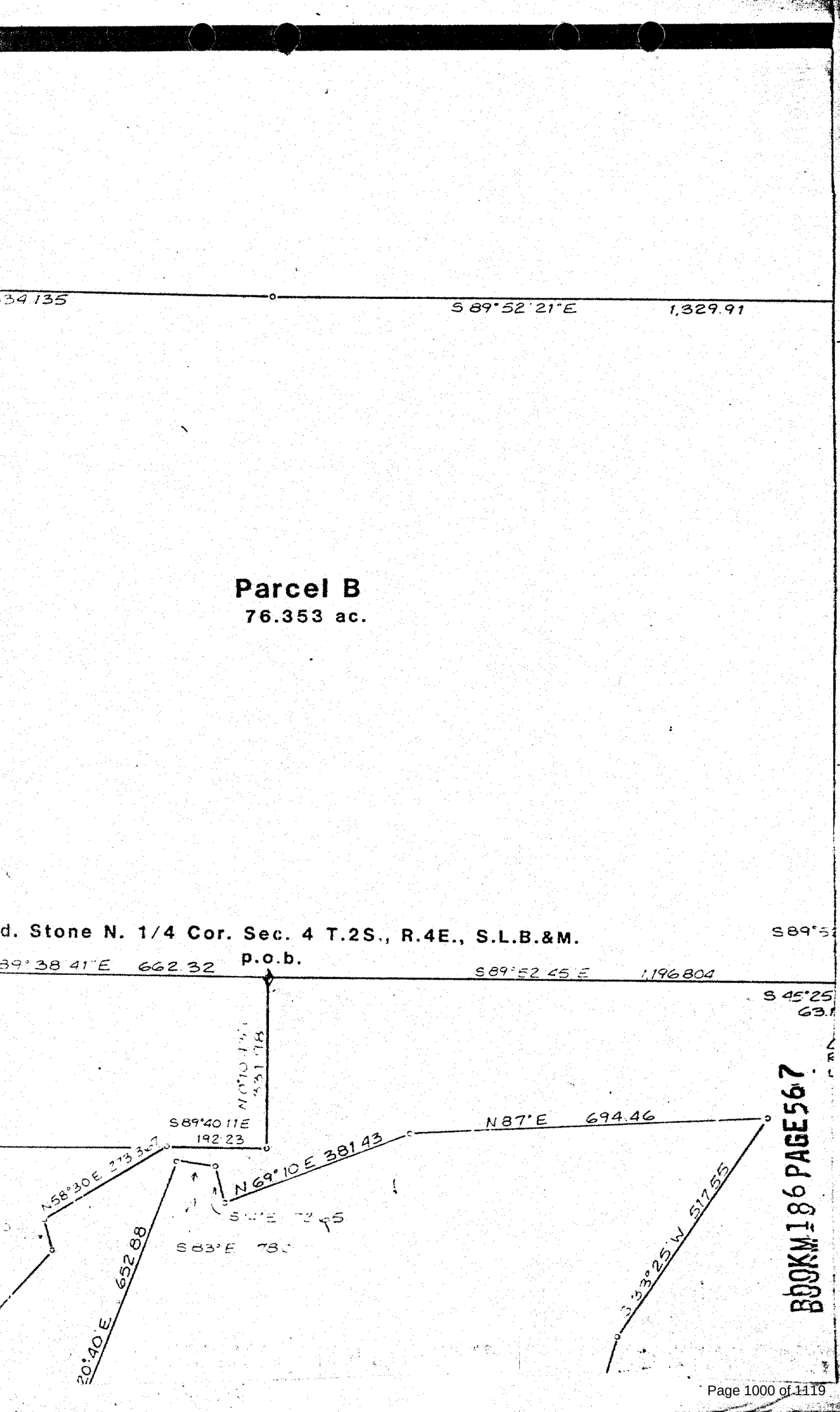
JGW:cs
Job No. 12-30-79

BOOKM186 PAGE564



BOOK M186 PAGE 565


S 89°22 20"E 667 07
S 89°22 20"E
N0°37 47 W 335 78
88
N 0°25'45"W 1,004 89
S89°34'30"E 663 50
NO°25'45 W 334 98
NO°13'14"W 334 16
&M.
Parcel A
75.271 ac.
N 0°10 12"E 332 58
S 89°40 12" E
996 51
BOOK M186 PAGE 566

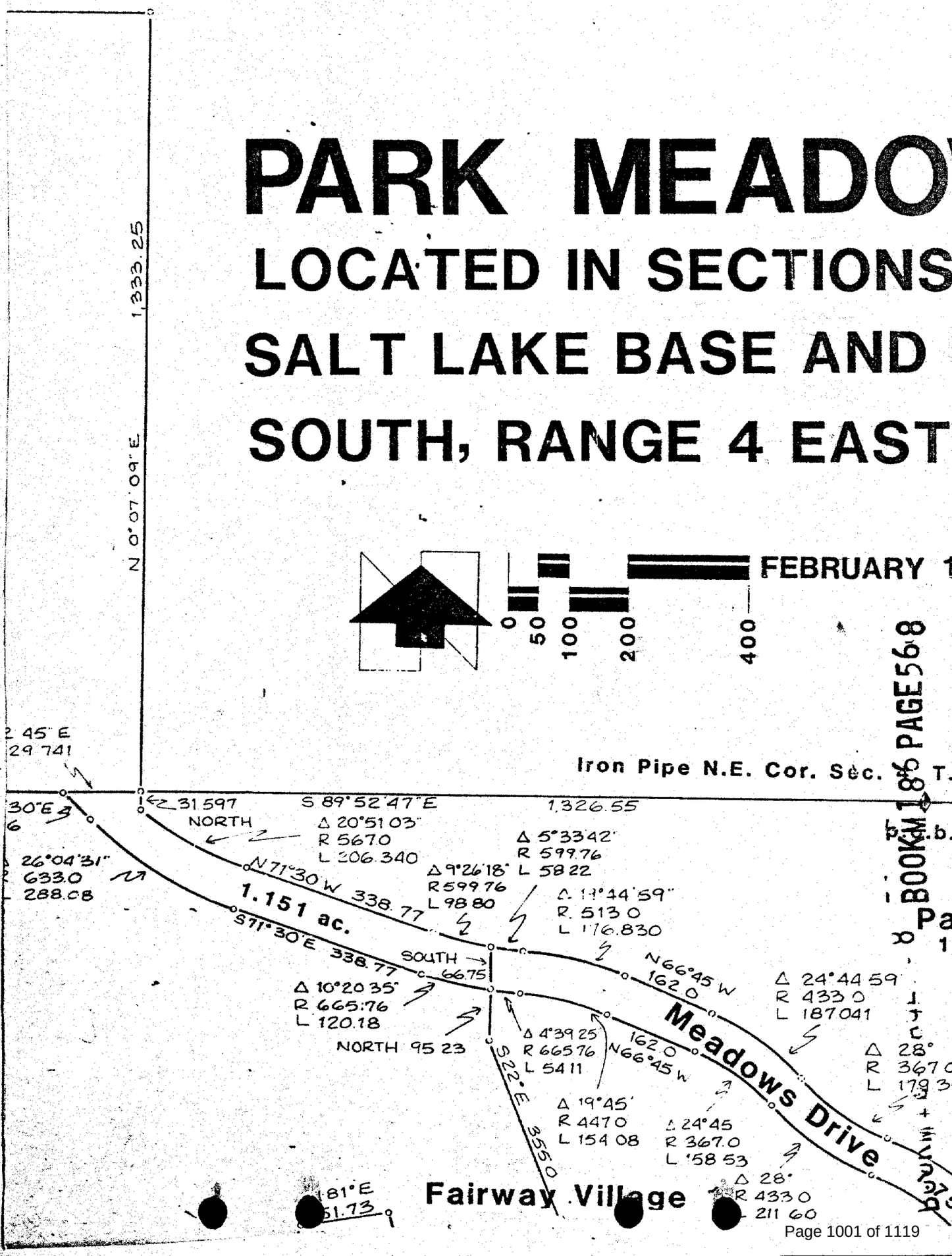

34.135
S 89°52'21"E
1,329.91
Parcel B
76.353 ac.
d. Stone N. 1/4 Cor. Sec. 4 T.2S., R.4E., S.L.B.&M.
S89°5
89°38'41"E 662.32
p.o.b.
S89°52'45"E 1,196.804
S 45°25
63.
N0°10'11"W 331.78
S89°40'11"E 192.23
N87°E 694.46
N58°30'E 273.34
N69°10'E 381.43
S83°E 78
20°40'E 652.88
3°33'25"W 517.55
BOOK M186 PAGE 567

PARK MEADO

LOCATED IN SECTIONS

SALT LAKE BASE AND

SOUTH, RANGE 4 EAST



WS PARCELS

3& 4, TOWNSHIP 2 SOUTH, RAN

MERIDIAN, ALSO IN SECTION 33,

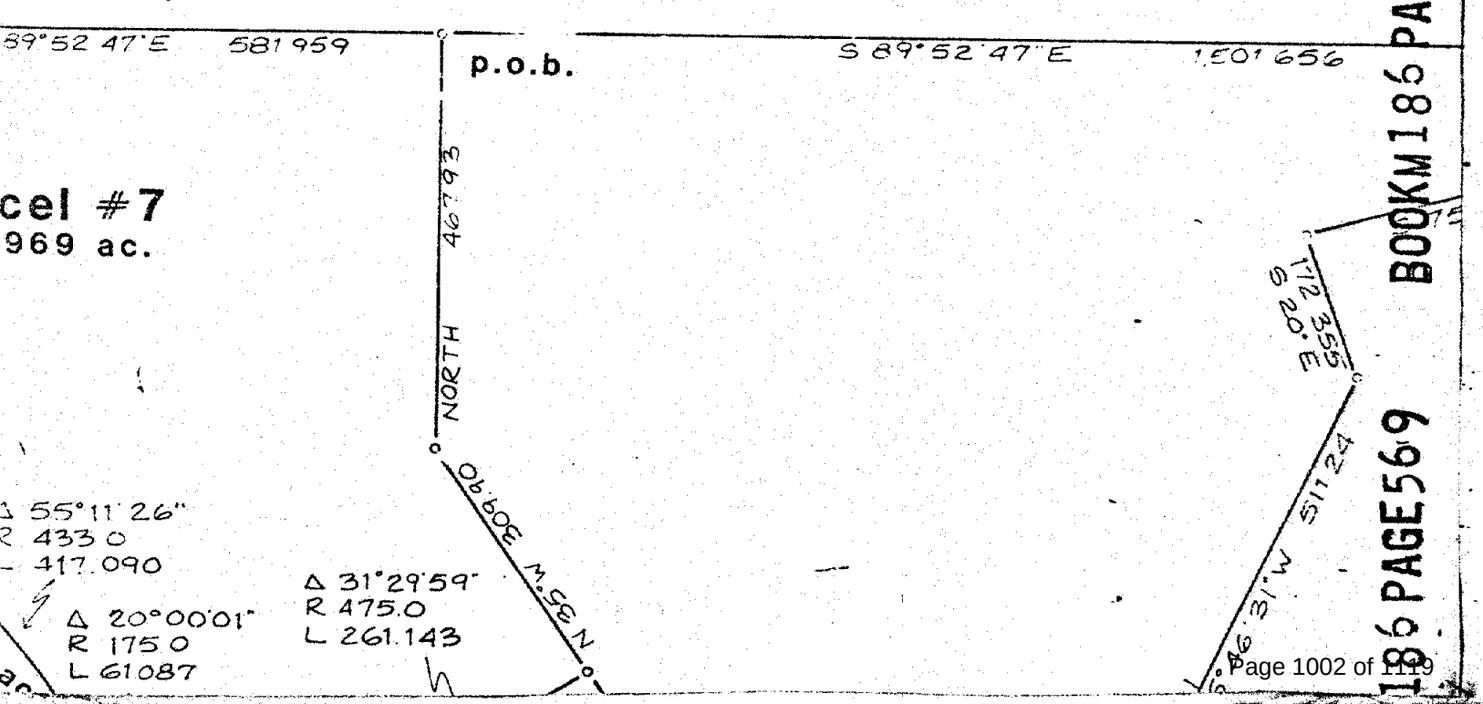
SALT LAKE BASE AND MERIDIA

981

PREPARED FOR PARK MEADOWS DI

PREPARED BY J.J.JOHNSON & ASS

S., R.4E., S.L.B.&M.



BOOK M186 PAGE 569

186 PAGE 569

NGE 4 EAST,
TOWNSHIP 1
N

EVELOPMENT CO.
OC.

N. 1/4 Cor. Sec. 3,, T.2S., R.4E., S.L.B.&M.



BOOKM186 PAGE570

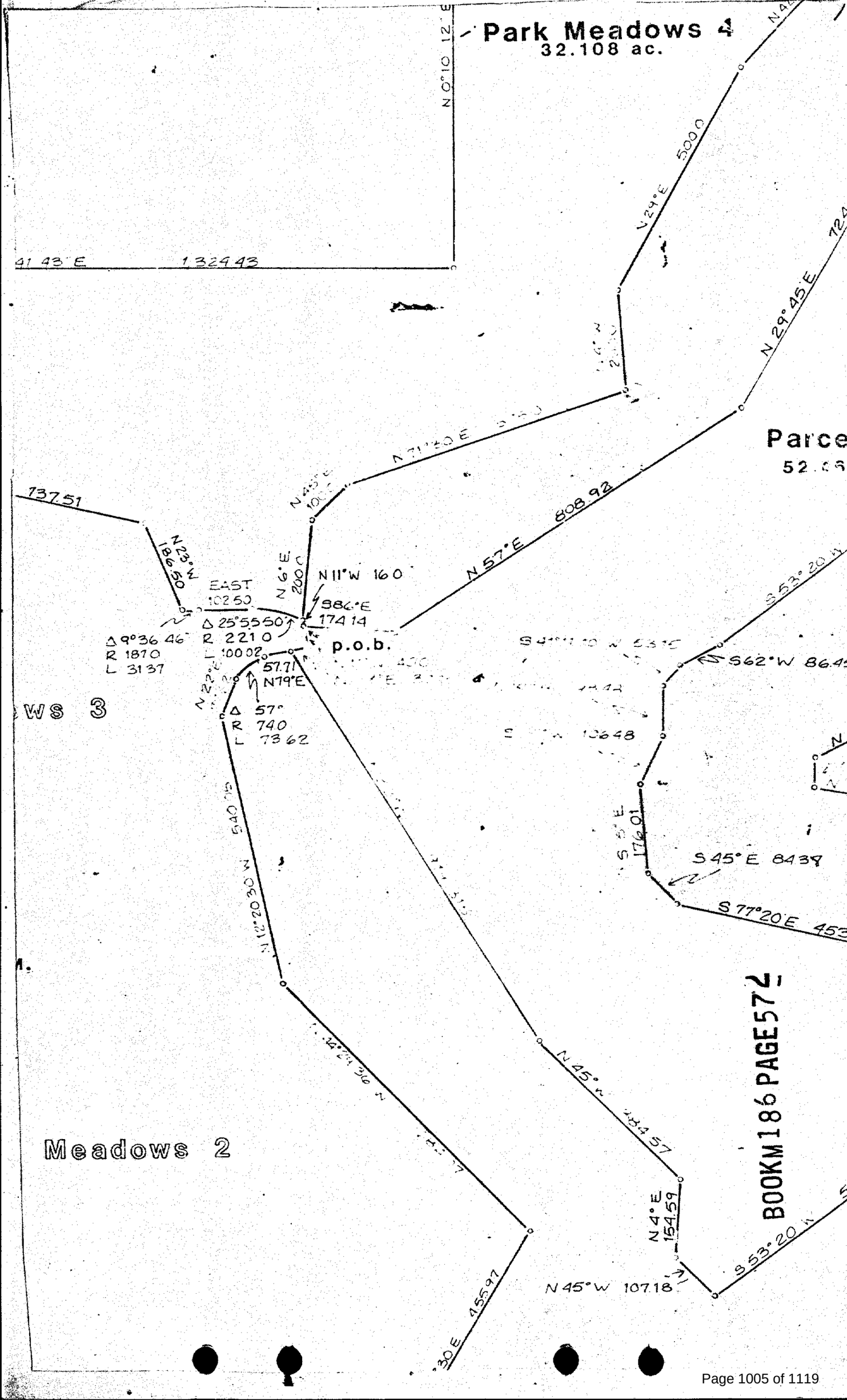
Park Meadows 6c

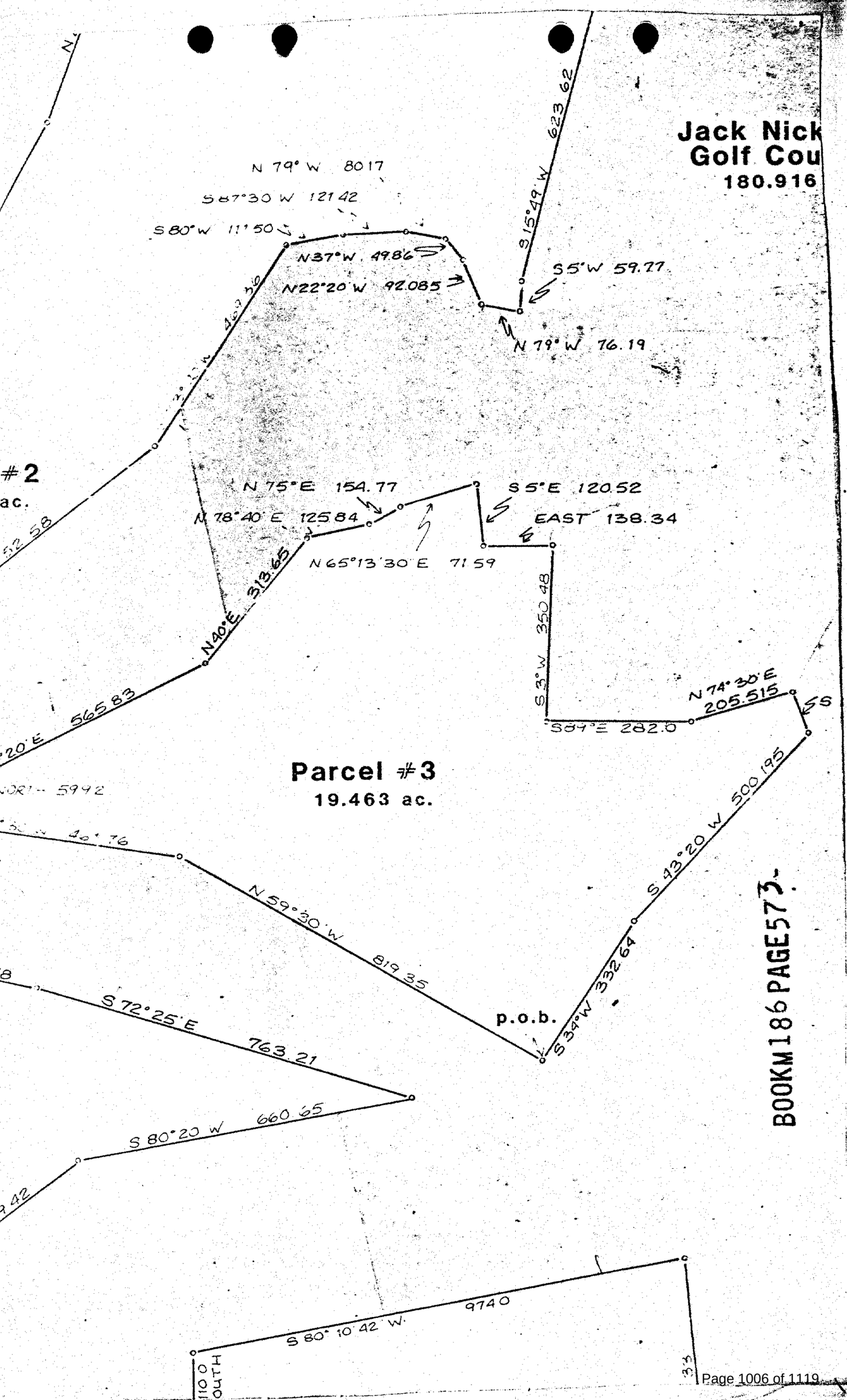
Park Meado

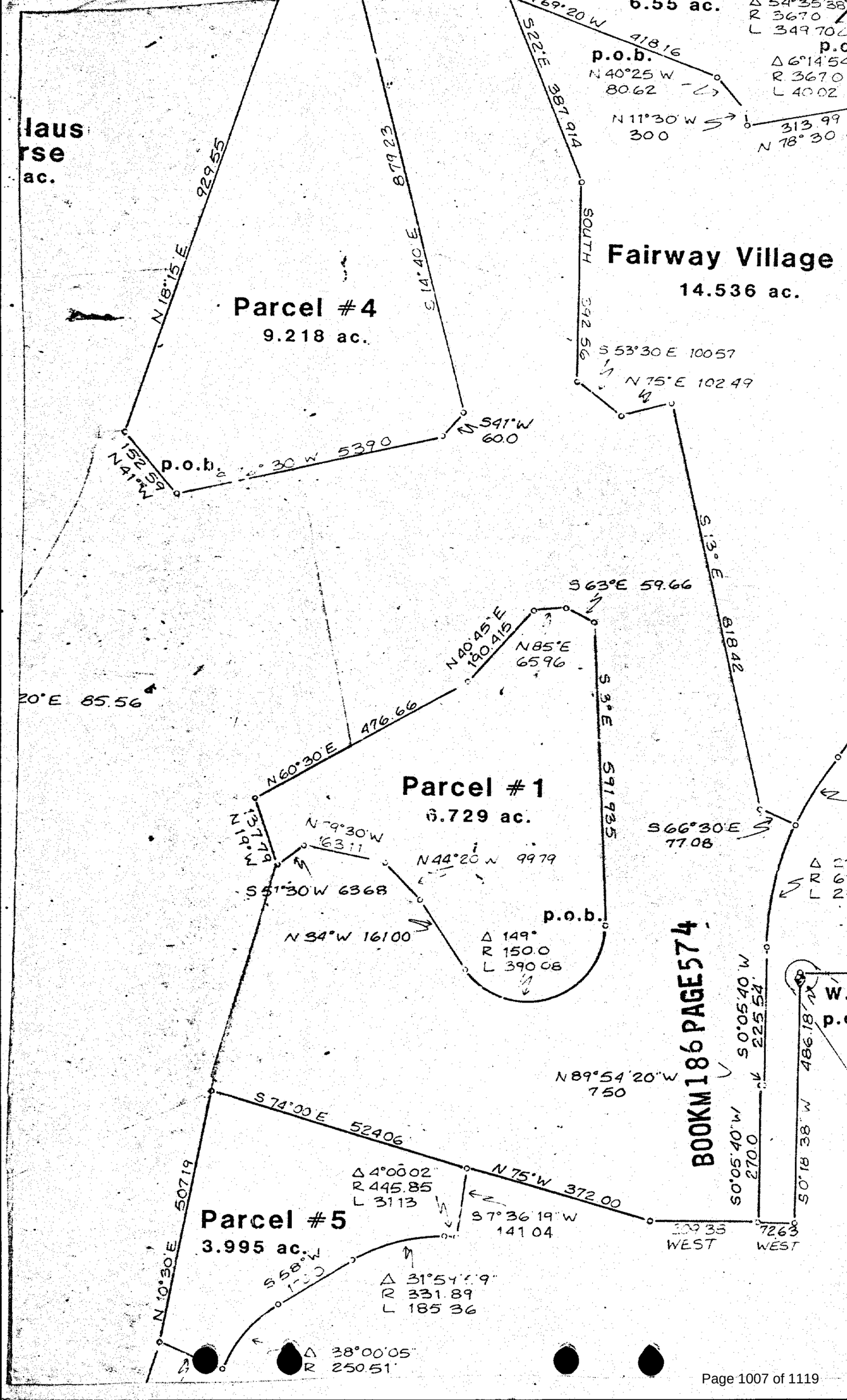
W. 1/4 Cor. Sec. 4, T.2S, R.4E., S.L.B.&

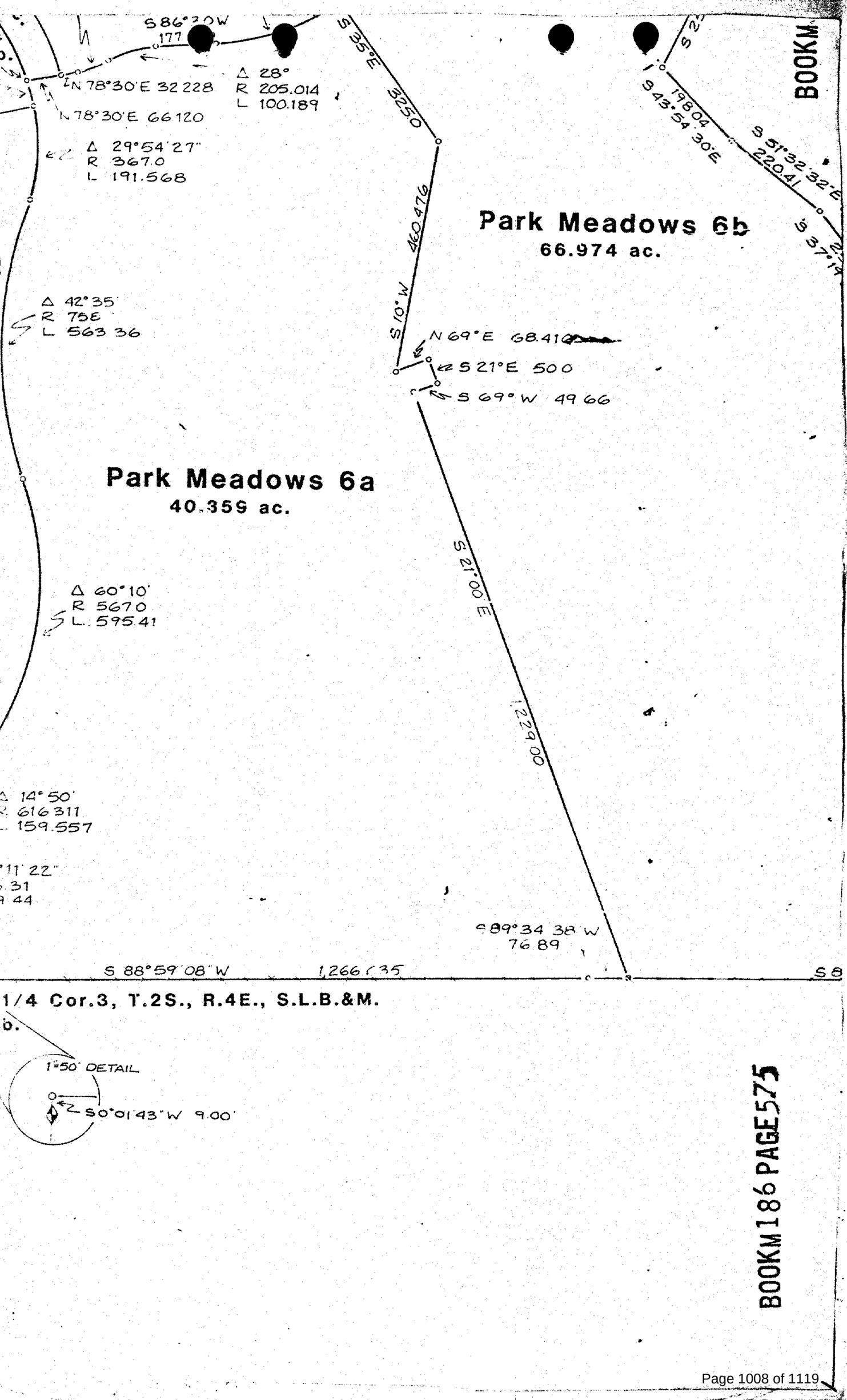
BOOK M186 PAGE 71

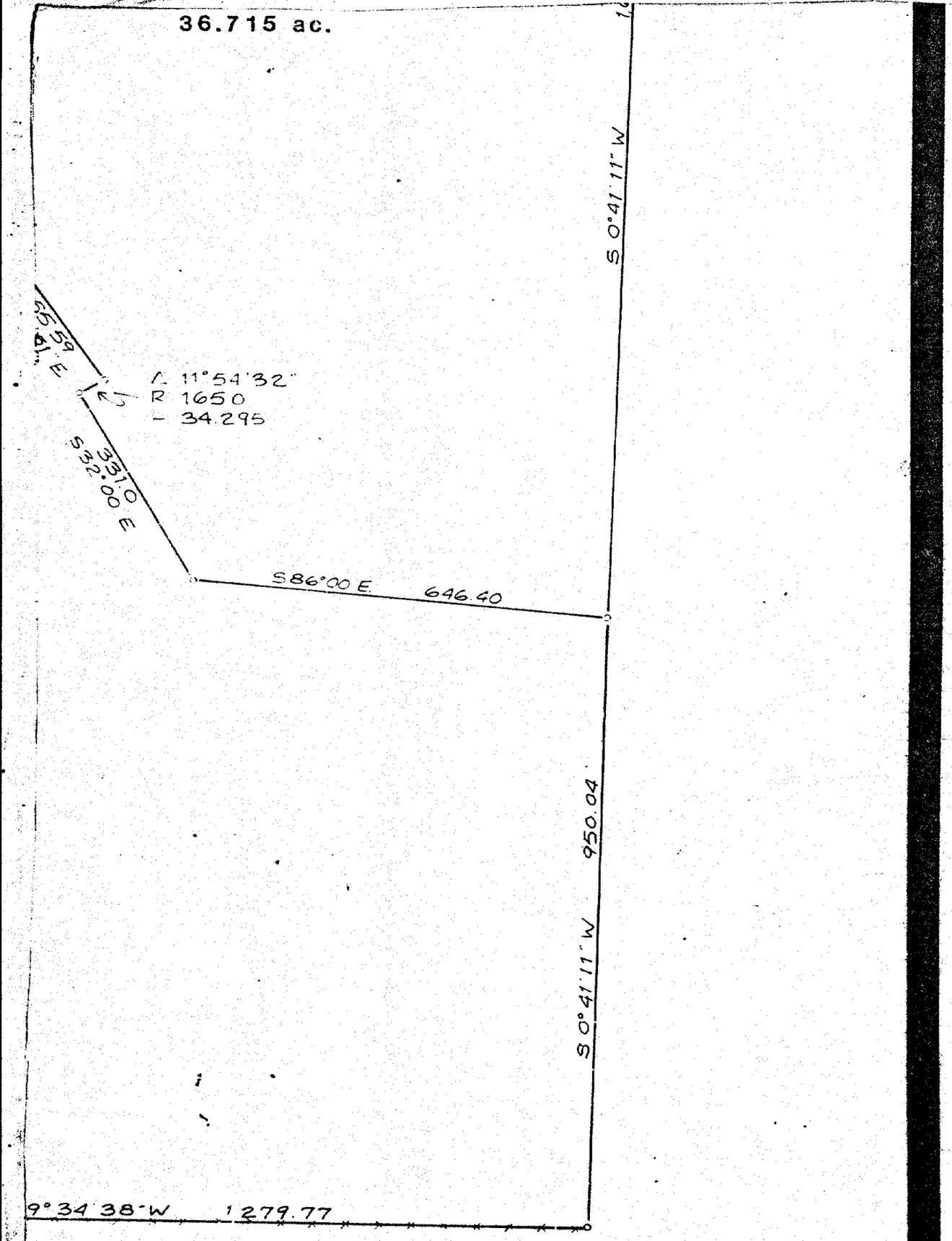
Park


Park Meadows 4
32.108 ac.
N 0°10 12" E
41 43" E
1,324.43
N24°E 500.0
N 29°45 E
N 71°20 E
737.51
N23° W
186.50
EAST
102.50
Δ 25°55'50"
R 221.0
L 100.02
Δ 9°36 46"
R 187.0
L 31.37
N 6° E
200.0
N11°W 160
S86°E
174.14
p.o.b.
N 57°E 808.92
57.71
N79°E
Δ 57°
R 740
L 736.2
N 12°20 30" W 540.05
N 45° W 224.57
N4°E
154.59
N 45°W 107.18
S 53° 20
S62°W 86.4
S 5°E
176.01
S45°E 84.39
S 77°20E 453
Meadows 2
BOOK M186 PAGE 572


Jack Nick
Golf Cou
180.916
N 79° W 8017
S 87°30 W 121.42
S 80° W 111.50
N 37° W 49.86
N 22°20 W 92.085
S 15°49 W 623.62
S 5° W 59.77
N 79° W 76.19
#2
ac.
N 75° E 154.77
N 78°40 E 125.84
N 65°13'30" E 71.59
S 5° E 120.52
EAST 138.34
N 40° E 313.65
S 3° W 350.48
N 74°30 E 205.515
S 87° E 282.0
Parcel #3
19.463 ac.
N 59°30 W 819.35
S 72°25 E 763.21
S 80°20 W 660.65
S 34° W 332.64
S 43°20 W 500.195
p.o.b.
S 80° 10' 42" W 9740
BOOK M 186 PAGE 573


Parcel #4
9.218 ac.
Fairway Village
14.536 ac.
Parcel #1
6.729 ac.
Parcel #5
3.995 ac.
p.o.b.
N 18°15' E 929.55
S 14°40' E 879.23
S 22° E 387.914
SOUTH 362.56
S 53°30 E 100.57
N 75° E 102.49
S 13° E 818.42
S 63° E 59.66
N 40°45' E 190.415
N 85° E 65.96
S 3° E 541.735
S 66°30' E 77.08
N 60°30' E 476.66
N 19° W 137.79
N 9°30' W 163.11
S 51°30' W 63.68
N 44°20' W 99.79
N 34° W 161.00
Δ 149°
R 150.0
L 390.08
N 89°54'20" W 7.50
S 74°00' E 524.06
N 75° W 372.00
S 7°36'19" W 141.04
Δ 4°00'02"
R 445.85
L 31.13
Δ 31°54'19"
R 331.89
L 185.36
Δ 38°00'05"
R 250.51
N 10°30' E 507.19
S 68° W 1.30
S 0°05'40" W 225.54
S 0°05'40" W 270.0
S 0°18'38" W 486.18
N 41°W 152.59
S 41° W 60.0
N 11°30' W 300
N 78°30
313.99
6.55 ac.
N 69°20 W 418.16
BOOK M186 PAGE 574


S86°30W
177
N 78°30'E 32.228
N 78°30'E 66.120
Δ 28°
R 205.014
L 100.189
Δ 29°54'27"
R 367.0
L 191.568
S 35°E
3250
S 10°W
460.476
S 43°54'30"E
198.04
S 51°32'32"E
220.41
BOOKM
Park Meadows 6b
66.974 ac.
Δ 42°35'
R 75E
L 563.36
N 69°E 68.41
S 21°E 50.0
S 69°W 49.66
Park Meadows 6a
40.359 ac.
Δ 60°10'
R 567.0
L 595.41
S 21°00'E
1229.00
Δ 14°50'
R 616.311
L 159.557
S 89°34'38"W
76.89
S 88°59'08"W
1,266.35
1/4 Cor.3, T.2S., R.4E., S.L.B.&M.
1"=50' DETAIL
S0°01'43"W 9.00'
BOOKM 186 PAGE 575

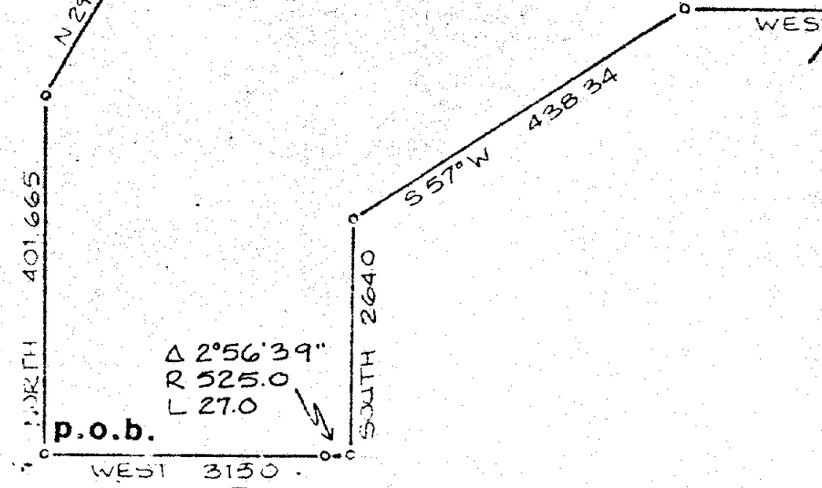


BOOKM186 PAGE576

Park Mead

BOOKM186 PAGE577

BOO



BOOKM186 PAGE578

544.43

765

N 4° 39' 50" W

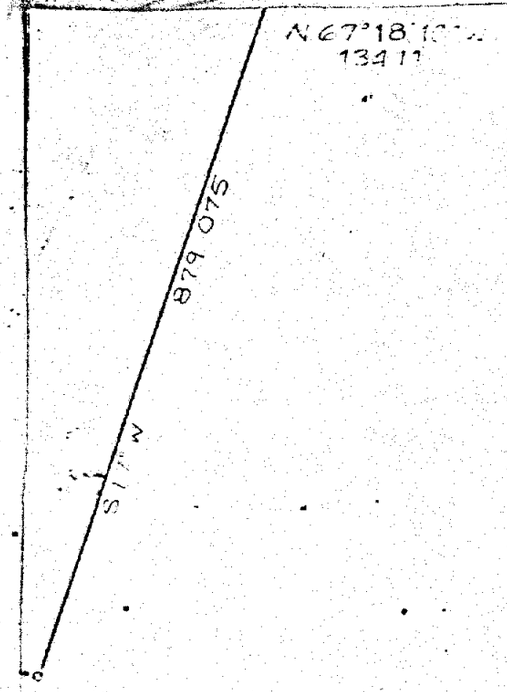
NORTH
205.0

Δ 24°04'
R 525.0
L 220.52

84.14
WEST

Racquet Club Village

BOOK M186 PAGE 579



Park Meadows 5

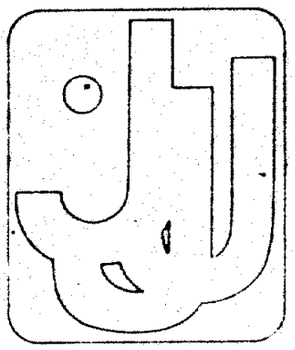
BOOKM185 PAGE580

EXHIBIT "C"

JACK NICKLAUS GOLF COURSE

J.J.Johnson & Associates
Park Meadows Plaza, P.O. Box 1661
Highway 248 at Monitor Drive
Park City, Utah 84060

(801) 649-9811



BOOKM186 PAGE581

PARK CITY
1884

Department of Community Development
Engineering • Building Inspection • Planning

June 5, 1992

Dave Johnson, Esq.
P.O. Box 3598
Park City, Utah 84060

Re: Park Meadows Golf Course-Trails Access and Club House

Dear Dave:

Your letter of May 26, 1992 accurately reflects the City's position on the trail connection access from Fairway Meadows to the open space parcel and the trail connection access between Four Lakes Village and the Racquet Club Condos. The City appreciates your client's willingness to keep an open dialogue on these issues.

As per your request, this letter verifies that the proposed club house is located in the Recreational Open Space Zoning District. Golf courses, outdoor entertainment, and recreational facilities are considered a permitted use in this zone. The expansion and construction of the clubhouse will therefore be considered an expansion of a permitted use and does not require a conditional use approval. The review of the clubhouse will be done by the City staff subject to the Park City Design Guidelines and normal site plan review.

Please let me know if you need any further clarification as to how the City will process this application.

Sincerely,

Rick

Richard E. Lewis
Director of Community Development

REL/gb
cc: Nora Seltenrich, Planning Director

PARK CITY
1884

Legal Department

COPY

October 14, 1996

Greg M. Holbrook
JOHNSON, HOLBROOK & SCHIFFERLI, L.C.
P.O. Box 3598
Park City, Utah 84060

RE: Park Meadows Golf Course

Dear Greg:

This letter is written in response to your October 2nd request for a zoning certification for the Park Meadows Golf Course and its facilities ("Golf Course"). I have researched the Community Development Department's files regarding the Golf Course and I have concluded that all necessary zoning approvals have been given for the operation of the Golf Course, and said approvals are in full force and effect. Furthermore, no additional approvals (other than building and sign permits) will be necessary for the proposed change of use of the Golf Course to a private, members only golf course.

I would, however, point out that any old approval for specific structures or density which have not been built would have expired. Therefore, any new structures or expansion of the existing Golf Course would have to go through a permit process. Additionally, there are two issues that the new owners should be aware of: 1) the water agreement with the City and related issues; and 2) the existence of two public easements on the Golf Course. For more information regarding the water agreement, the new owners may contact Toby Ross, City Manager at 645-5007 or Jerry Gibbs, Public Works Director at 645-5120, and regarding the easement, Jennifer Harrington, Landscape Architect at 645-5016.

Please call me at 645-5008 if you have any questions regarding this matter.

Sincerely,

Mark D. Harrington
Asst. City Attorney

cc: File No. 96-128
Ed Hughes, Esq.

K:\LEGAL\MH\ADMIN\HOLBROOK.LTR

Jaron Ehlers

From: Jonathan DeGray <[redacted]>
Sent: Tuesday, February 6, 2024 2:56 PM
To: Jaron Ehlers
Subject: [External] FW: Maintenance Project

Warning: Replies to this message will go to degrayarch@qwestoffice.net. If you are unsure this is correct please contact the helpdesk.

[CAUTION] This is an external email.

Jaron,
Please see the email chain below. Andy Bryant is the president of the Gleneagle Subdivision which is to the east of the club house. Many of their homes back up to the fairway and look at the maintenance facility.
Thanks,
Jon

From: Andrew Bryant [redacted]
Date: February 6, 2024 at 12:34:38 PM MST
To: bob schaefer [redacted]
Cc: Bob Rollo [redacted]
Subject: Re: Maintenance Project

Bob

Thanks for taking the input. Based on the new plan which includes additional landscape, we are fine with the project.

Andy
Sent from my iPhone

On Dec 16, 2023, at 10:12 AM, bob schaefer [redacted] wrote:

Andy and Bob,

Thanks for taking the time to review and comment on the proposed upgrades to PMCC's maintenance facility. We passed along your request for additional landscaping to better screen the proposed new building to our architect.

Attached below are the updated drawings reflecting the additional landscaping. These drawings have been submitted to the City as part of our permit application and are currently being reviewed by the planning department.

Let me know if you have additional questions or comments.

Thanks for your support,

Bob

<PMCC, Maintenance BLDG, CUP App., App. Set.pdf>

Bob Schaefer

[redacted]

> On Dec 16, 2023, at 6:26 AM, Andrew Bryant <[redacted]> wrote:
>
> Hi Bob,
>
> Good to see you at the members holiday party this week. Attached was the plan you sent me some time ago for review. I'm copying Bob Rollo on this email as I know the two of you also discussed the project.
>
> On behalf of Gleneagles we are okay with the project design attached. We would like to request tree plantings and landscaping that would soften the view of the new building to be constructed.
>
> Let me know if you need anything else?
>
> Thanks ,
>
> Sent from my iPad

Michael and Carla Kirby
[redacted]
Park City, Utah 84060
[redacted]

January 11, 2023

Park City Planning Commission
445 Marsac Avenue
Park City, UT 84060

Re: Park Meadows Country Club Maintenance Improvement Project

Dear Ms./Sir:

This letter is being sent to confirm our strong support for approval by the Planning Commission for the proposed improvements to the Park Meadows Maintenance Facility. As indicated above, my wife and I have our residence at [redacted] property we acquired in October 1994. We have had a direct line of sight to this Maintenance Facility for almost 30 years now. I suspect there are few residents who have had this location and view for as long as we have.

My wife and I have reviewed the plans for this project and it would be a great improvement to the Maintenance Facility, the surrounding property and the neighborhood. We urge the Planning Commission to approve this project. If anyone has any questions of me, I can be reached on my mobile number[redacted]

Michael L. Kirby

[redacted]

Jeff and Carol Moench

Park City, Utah 84060

January 13, 2023

Park City Planning Commission
445 Marsac Avenue
Park City, UT 84060

Re: Park Meadows Country Club Maintenance Improvement Project

Dear Ms./Sir:

Living at for a number of years my wife and I have had a front-row seat to the Park Meadows Maintenance Facility. So, when we saw plans for its makeover, let's just say we were thrilled!

My wife and I have reviewed the plans for this project and it would be a great improvement to the Maintenance Facility, the surrounding property and the neighborhood. We urge the Planning Commission to approve this project. If anyone has any questions of me, I can be reached on my mobile number

Jeff and Carol Moench --

Karen and Richard Urankar

2719 Estates Drive Park City, Utah

January 17,2024

To: The Park City Planning Commission

From: Karen and Richard Urankar

Re: Park Meadows Country Club Maintenance Facility

Application #: PL-05893

Submitted: October 6,2023

1 — we live at 2719 Estates Drive, which looks directly at the Park Meadows CC Maintenance Facility;

2 — we purchased our home on January 28, 2011;

3 — the Park Meadows CC Facility has been in a run down condition for all the years we have lived next to it;

4 — the renovated facility will be a substantial and needed improvement to the neighborhood, in our opinion; and

5 — we fully support Park Meadows CC application and request its immediate approval.

If you have any questions our contact information is below. Thank you for considering our comments.

Sincerely,

Richard Urankar; [redacted]

2719 Estates Drive Park City, Utah

[redacted]

Karen Urankar; [redacted]

2719 Estates Drive Park City, Utah

[redacted]

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

February 28, 2024

Regulatory Division (SPK-2024-00066)

Park Meadows Country Club
Attn: Mr. Mike Councilman
Post Office Box 680430
Park City, Utah 84068
mcouncilman@parkmeadowscc.com

Dear Mr. Councilman

This concerns your proposed Park Meadows Maintenance Building project to construct a maintenance building. The approximately 2.5-acre project site is located near 2000 Meadows Drive, Latitude 40.678404°, Longitude -111.498794°, Park City, Summit County, Utah (enclosure 1).

Based on the information you have provided, the Park Meadows Maintenance Building project involves the construction of a maintenance building to support the surrounding golf course, including the construction of a 6-foot-tall fence around the maintenance yard, a lean to shed, and a new employee parking area. The proposed activities would be conducted in accordance with the Park Meadows Country Club Maintenance Building plan set, dated October 20, 2023 (enclosure 2).

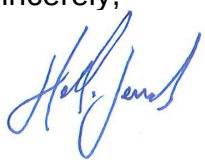
We have determined that the proposed work will not result in the discharge of dredged or fill material within waters of the United States. Therefore, a Department of the Army Permit is not required for this work. Measures should be taken to prevent construction materials and/or activities from entering any waters of the United States. Appropriate soil erosion and sediment controls should be implemented on site to achieve this end. This determination is based on the information you provided to our office. If future plans would result in a change to the design or construction methods of the proposed action, we recommend you contact our office for a new determination.

Our disclaimer of jurisdiction is only for this activity as it pertains to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899, and does not refer to, nor affect jurisdiction over any waters present on site. Other federal, state, and local laws may apply to your activities. Therefore, in addition to contacting other federal and local agencies, you should also contact state regulatory authorities to determine whether your activities may require other authorizations or permits.

We appreciate your feedback. At your earliest convenience, please tell us how we are doing by completing the customer survey on our website under *Customer Service Survey*.

Please refer to identification number SPK-2024-00066 in any correspondence concerning this project. If you have any questions, please contact Connor Jones at the Utah Regulatory Field Office, 533 West 2600 South, Suite 150, Bountiful, Utah 84010-7744, by email at *connor.d.jones@usace.army.mil*, or telephone at 801-295-8380 ext. 8317.

Sincerely,



Hollis Jencks
Regulatory Project Manager
Utah Section

cc:

Mr. Jonathan DeGray, (degrayarch@qwestoffice.net)

Planning Commission
Staff Report

Subject: **1115 Aerie Drive – Private Recreation Facility**
Application: **PL-21-05101**
Authors: **Spencer Cawley, Planner II**
Date: **April 24, 2024**
Type of Item: **Conditional Use Permit**

Recommendation
(I) Review the proposal to modify an unpermitted Private Recreation Facility (sports court), (II) conduct a public hearing, (III) identify information needed to make a decision, and (IV) continue the item to a date certain.

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]

CUP	Conditional Use Permit
LMC	Land Management Code
MPD	Master Planned Development
SLO	Sensitive Land Overlay

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

Summary
On July 13, 2022, the Planning Commission reviewed a Conditional Use Permit (CUP) for a Private Recreation Facility at 1115 Aerie Drive, held a public hearing, and denied the CUP (Staff Report; Meeting Minutes, p. 14-29). The Planning Commission's denial, as outlined in the Final Action Letter attached as Exhibit B, found in part that:

- The Development is not compatible with prior land use approvals, including the

[1] LMC § 15-1-8

approved Master Planned Development (MPD) and Final Plat.

- The application lacked information regarding the CUP requirements for screening and landscaping, compatibility with surrounding Structures, noise, lighting, sensitive lands, and steep slopes.
- The proposal is inconsistent with the General Plan.

On August 1, 2022, the Applicant filed an appeal of the Planning Commission's denial of the CUP (Exhibit C). However, the Applicant asked the Utah Property Rights Ombudsman to issue an advisory opinion on the denial, and the appeal was placed on hold. On November 16, 2023, the Utah Property Rights Ombudsman issued an Advisory Opinion concluding:

> *"Final action on conditional use applications must include findings according to conditional use standards and must be supported by substantial evidence. It is incumbent on the city to use the substantive review process to obtain all information necessary before considering a matter for final decision. Unless the applicant demands final action, "insufficient information" is not a valid basis for denial where the application could be continued to obtain information necessary for required findings. Conditional uses, like any land use application, must also comply with the objective requirements of land use regulations, development standards, and applicable land use decisions, including plat restrictions. Plats are interpreted to discern the meaning of the parties at the time the plat is created, and ambiguity is appropriately resolved by the extrinsic evidence of subdivision approval documents and the land use ordinances in effect at the time of approval."*
>
> *"The city wrongfully interpreted platted building pad lines as proscribing any development activity beyond the existing home's footprint, which was not the intent of the plat according to the master planned development approval and ordinances in effect at that time. The city also concluded that it had insufficient information about the lot's pre-development condition in order to determine compliance with standards for steep slopes and vegetation protection. Despite the applicant's preference to continue the matter to provide the necessary information, the city wrongfully denied the application for "lack of information" and for noncompliance with original plat restrictions, which was erroneous."*
>
> *"The city should reconsider the application without regard to any plat restrictions, and only after it has received whatever information it feels is necessary to determine compliance with steep slope regulations and to make required findings under its conditional use standards of reasonably anticipated detrimental effects, and the potential mitigation of those effects by condition. It must then approve the conditional use permit if it determines the application, as conditioned, achieves compliance with its standards, or else deny the permit if it determines objective requirements are not met or that reasonable conditions cannot substantially mitigate identified detrimental effects"* (Exhibit D).

On March 4, 2024, the Appeal Panel conducted a public hearing and unanimously granted in part and remanded to the Planning Commission in part the Conditional Use Permit to make Findings regarding whether reasonable conditions may be imposed to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards for the Private Recreation Facility. The Appeal Panel Order is outlined in the Final Action Letter attached as Exhibit E (Staff Report; Meeting Audio).

On April 10, 2024, at the request of Staff, the Planning Commission opened a public hearing and continued the review of the application to April 24, 2024 (Continuation Report; Meeting Audio).

Background

1115 Aerie Drive is Lot 8 of the Overlook at Old Town Subdivision. The Subdivision is located on Aerie Drive within the two switchbacks of the Right-of-Way. The following image, taken from the Summit County Parcel Viewer, identifies 1115 Aerie Drive in the context of neighboring properties:



Figure 1: Vicinity Map – 1115 Aerie Drive

The Subdivision was approved in 1993 with 90-foot by 90-foot Building Pads on each Lot designated for the construction of a Single-Family Dwelling. Some variety was established within the Front Setback of each Building Pad, and the Side and Rear

Setbacks are consistent with the Estate Zoning District requirements. Driveway locations were fixed at the time of the Subdivision's original approval. The following image is taken from the Applicant's existing conditions survey and identifies the Building Pad, existing non-permitted sports court, and the proposed resized sports court:

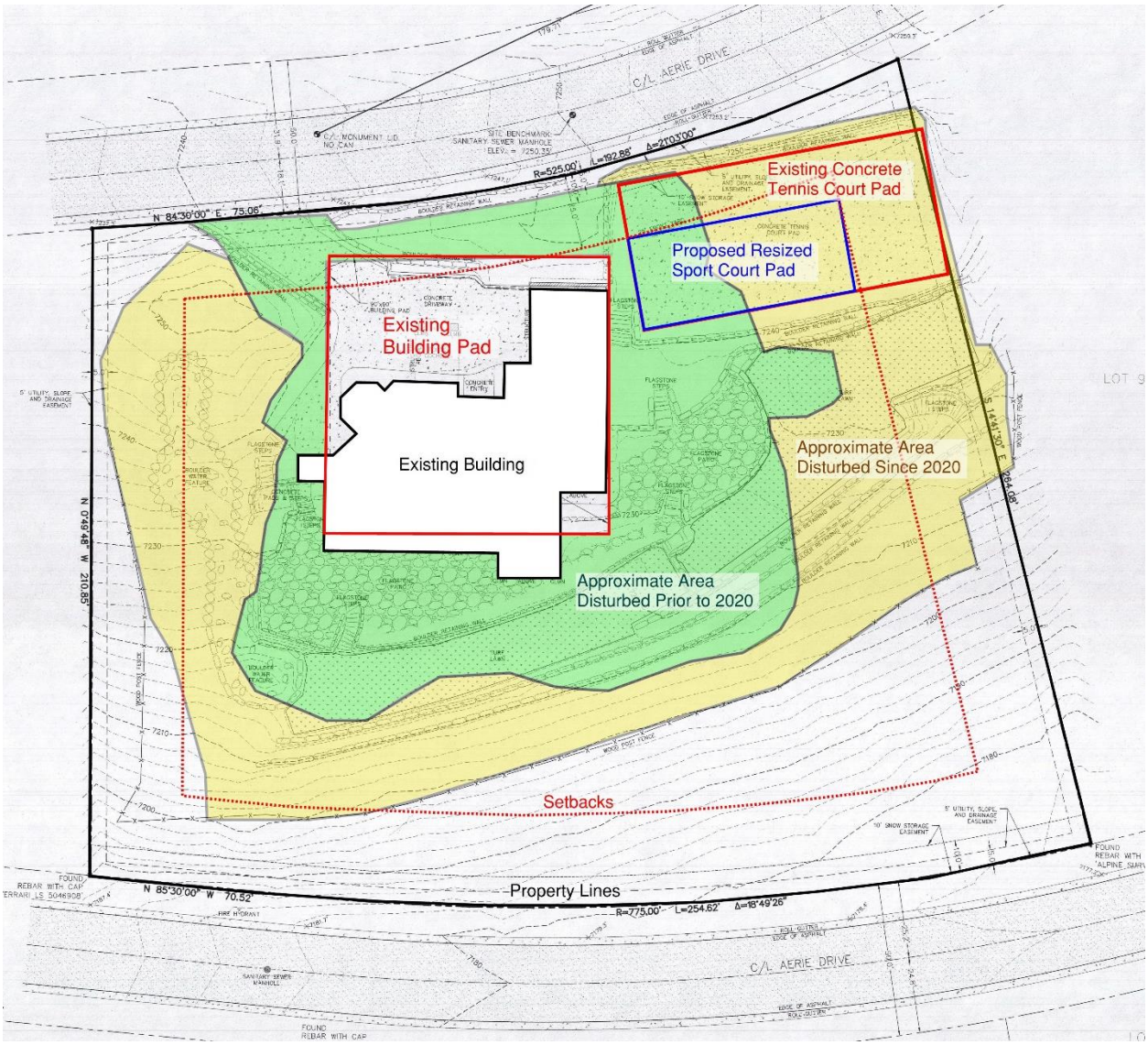


Figure 2: Existing Conditions Survey

Subdivision History

The Overlook at Old Town Subdivision has a long history. Originally, as part of the settlement agreement between Park City and Nielson/Korthoff, the Property was subject to a small-scale MPD. The following is an outline of important dates associated with the development of the Subdivision:

- June 17, 1993 – The City Council overturned the Planning Commission's denial of the MPD and approved a 12 Lot MPD.
- September 8, 1993 – The Planning Commission approved a Sketch and Preliminary Plat.

- October 7, 1993 – The City Council approved the Final Plat for The Overlook at Old Town.
- April 13, 1994 – The Planning Commission reviewed and forwarded a positive recommendation to the City Council for a Plat Amendment to reduce the Subdivision to ten Lots.
- April 21, 1994 – The City Council approved the Plat Amendment.

Before becoming The Overlook at Old Town, the subdivision was first known as the Nielson/Korthoff Subdivision and then the Hearthstone Subdivision.

On November 10, 1998, the City issued Building Permit B98-04301 for the construction of a Single-Family Dwelling on Lot 8 (1115 Aerie Drive). On May 20, 1999, the City issued Building Permit B99-04788 for the construction of a retaining wall on the Property with a maximum height of four feet.

On April 14, 1999, the Planning Commission held a Work Session and heard a proposed MPD amendment to replat the Hearthstone Subdivision to eliminate fixed Building Pads. The Planning Commission did not take action, but the Commission reached consensus that there was no reason to change the Building Pad limitations as platted. Consequently, the application to amend the plat to remove the platted Building Pads never moved forward.

On October 17, 2016, the City issued Grading Permit GR-16-13414 to allow work on the existing retaining wall in the Front Setback immediately adjacent to the driveway at 1115 Aerie Drive.

On January 21, 2021, a landscaping company, on behalf of the Applicant and Property Owner, applied for a Grading/Landscaping Permit (#21-122) to replace three retaining walls, not to exceed four feet in height, at the northeast corner of the property. In the notes approving the permit, Building Department Staff noted that walls greater than four feet require engineered plans, that the scope of the permit is limited to the construction of the walls as proposed, and that the addition of any patios requires a separate Building Permit. Planning Department Staff noted that retaining walls must be set back ten feet from the curb to avoid encroaching into the platted ten-foot Public Snow Storage Easement adjacent to Aerie Drive. Planning Staff also noted that all disturbed areas must be re-vegetated, and no Significant Vegetation[2] was approved to be removed.

On September 8, 2021, Code Enforcement (now known as Community Code Compliance) issued two stop-work orders (CE-21-01142 and CE-21-01143) for working outside of the approved scope of the issued Building Permit and for commencing work on a Private Recreation Facility without the necessary permitting. At that time, Staff identified that the non-permitted construction activity crossed Property lines into the

[2] LMC § 15-15-1 defines Significant Vegetation as, “Includes all large trees six inches (6") in diameter or greater measured four and one-half feet (4.5') above the ground, all groves of small trees, and all clumps of oak or maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line.”

neighboring Lot at 1039 Aerie Drive. On October 1, 2021, and February 25, 2022, City Staff issued letters to the Property Owner outlining the code compliance issues with the Property and how to become compliant (Exhibits F & G).

On December 20, 2021, the Applicant's representative submitted two land use applications to the Planning Department:

- An Administrative CUP for retaining walls greater than six feet in height from Final Grade
- A CUP for the sports court (Private Recreation Facility)

On March 15, 2022, the Applicant submitted a land use application to amend the Plat to adjust Lot Lines and to expand the platted Limits of Disturbance.

On June 6, 2022, the Applicant requested to move forward with the Administrative CUP for the six-foot-tall retaining walls and the CUP for a Private Recreation facility. Consequently, the Applicant deferred the Plat Amendment application until action was taken on the Administrative CUP and CUP applications.

On July 13, 2022, the Planning Commission reviewed the CUP application for a Private Recreation Facility and denied the application.

On August 1, 2022, the Applicant filed an appeal of the Planning Commission's denial of the CUP.

On August 11, 2022, the Planning Director, with the Applicant's approval, continued the Administrative CUP review of the proposed retaining walls to a date to be determined due to the appeal of the denial of the CUP for a Private Recreation Facility. Final action is still pending on the Administrative CUP for the retaining walls.

On October 18, 2022, a Perpetual Improvements Easement Agreement was recorded with Summit County. This agreement allows the Applicant access to the improvements that cross the property line onto neighboring Lot 9. The purpose of this easement is to allow the Applicant to use equipment, recreational equipment, and related surface improvements and for maintenance, repair, and replacement of these improvements (Exhibit H).

The Applicant requested the appeal be placed on hold and asked the Utah Property Rights Ombudsman to issue an advisory opinion on the Planning Commission's denial of the CUP. On November 16, 2023, the Utah Property Rights Ombudsman issued an Advisory Opinion (Exhibit D).

Analysis

(I) The Appeal Panel reversed the Planning Commission's Decision that the Private Recreation Facility is not compatible with prior land use approvals, including the approved Master Planned Development and Final Plat.

The Appeal Panel made the following findings at the March 4, 2024, public hearing (Exhibit E):

1. The Building Pad plat note does not prohibit development of a sports court outside of its area.
2. New information has been presented and should be reviewed by the Commission regarding the Steep Slope determination(s) and potential mitigation of any adverse impacts reasonably anticipated from the proposed use.
3. The Planning Commission should determine whether conditions proposed by the Applicant regarding lighting, noise, and screening reasonably mitigate the proposed use.
4. The Property, situated in the Hearthstone Subdivision, was subject to an MPD approved by Park City in 1993, which included conditions on landscaping and disturbance limits. However, when the Final Subdivision Plat was approved, it lacked these mandated restrictions and only included Building Pads for each lot. Despite the distinction between Building Pads and Areas of Disturbance in Park City's LMC, the Planning Commission erroneously mandated all improvements, including a sports court, be confined to the Building Pad. Such an interpretation is inconsistent with prior and current building permitting on the property, past permitting in the Subdivision, and any ambiguity should be resolved in favor of the property owner. The Planning Commission erroneously denied the application based on speculative reasoning regarding the sports court's proximity to Steep Slopes. This decision was unsupported by adequate evidence and relied on insufficient post-development maps.
5. While municipalities may adopt land use ordinances with Conditional Use provisions tied to objective standards, the Planning Commission's reliance on subjective statements from the General Plan lacked an objective basis.
6. The Commission's Finding that the as-built conditions violated the City's Steep Slope Regulations is not supported by the record.
    a. The Planning Commission cited disturbed Steep and Very Steep Slopes as a reason for denial but could not verify the placement of development relative to these slopes due to a lack of pre-development information.
    b. The Planning Commission acknowledges that pre-development conditions determine compliance with slope regulations, and their findings are undermined by the lack of this information.
    c. The Applicant has since submitted new information unavailable to the Planning Commission, and the Commission should have an opportunity to analyze the report rather than have the Appeal Panel, for the first time, implement a land use determination.
7. The remaining findings of the City's Conditional Use review must be revisited consistent with the Appeal Panel's determinations and the additional information provided by the Applicant.

The Planning Commission should not consider the Building Pad or Limits of Disturbance when making findings for their final decision to approve or deny the Conditional Use

Permit.

(II) The Planning Commission should consider whether the Sports Court, as modified, complies with the requirements of the Estate Zoning District as outlined in LMC Chapter 15-2.10.

The purpose of the Estate (E) Zoning District is, in part, to allow very low-density, environmentally sensitive residential Development which (1) preserves ridge tops, meadows, and visible hillsides; (2) preserves large, cohesive, unbroken Areas of Open Space and undeveloped land; (3) preserves and incorporates wetlands, drainage ways, and intermittent streams as amenities of Development; (4) mitigates geologic and flood hazards; (5) **protects views along the City's entry corridors**; and, (6) decreases fire risk by keeping Development out of sensitive wildland interface Areas. The E Zoning District encourages **comprehensive, efficient, Compatible Development, which results in distinct and cohesive neighborhoods through the application of the Sensitive Lands Ordinance**.[3]

The following table outlines the Lot and Site requirements for the E Zoning District:[4]

Requirement	Analysis of Proposal
Lot Size and Density The minimum Lot size for all Uses is three (3) acres. The Planning Commission may reduce the minimum Lot size during review of an MPD or Subdivision Plat to encourage clustering of Density. The maximum Density is one (1) unit per three (3) acres.	**Complies** 1115 Aerie Drive contains 70,131 square feet or 1.61 acres. Lot sizes are compliant with previous MPD approvals. 16.18 acres of Open Space was dedicated to Park City Municipal Corporation. Consequently, the Open Space acreage was credited to Lots 1-11 to satisfy the E Zoning District Lot size requirements. The density of Lot 8 (1115 Aerie Drive) remains unchanged.
Lot Width – 100 feet	**Complies** The lot is 271 feet wide.
Setbacks – All setbacks are 30 feet per the E Zoning District. Per the Plat Notes, the Front	**Violates Code as Constructed, Complies if Modified** Front (N): 25 feet Rear (S): 50 feet

[3] LMC § 15-2.10-1
[4] LMC § 15-2.10-3

Setback for Lot 8 is 25 feet. Front and Rear Setbacks must be open and free on any Structure except fences, walls, and retaining walls not more than four feet in height, sidewalks, patios, and pathways, and driveway leading to a garage or Parking Area. Side Setbacks contain the same exceptions but with fences, walls, and retaining walls not more than six feet in height.	Side (E): 30 feet Side (W): 66 feet The Applicant proposes reducing the size of the concrete pad from 4,795 square feet to 68.59 feet by 30.51 feet (2,085 square feet), removing the portion of the sports court that encroaches into the side setback and encroaches on adjacent property. The Applicant also proposed to remove and reconfigure portions of the retaining walls in the northeast corner of the Lot. For a complete analysis of the proposed changes to the retaining walls, see Analysis Section III.

(III) The Planning Commission should identify the information required in order to determine what the reasonably anticipated detrimental effects of the proposed Sports Court are and whether reasonable conditions are proposed or can be imposed to mitigate the detrimental effects.

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.[5]

Size and Location of the Site
The area that has been disturbed on the lot constitutes approximately 55% of the total lot area, or 39,766 square feet.

Traffic
Traffic Impact Studies are required when a development generates 25 or more net new vehicle trips during the weekday AM or PM peak hour. The proposed sports court is for the property owner and their guests and does not generate 25 or more net new vehicle trips.

Utility Capacity/Stormwater Runoff
The sports court will not increase utility use.

[5] LMC § 15-1-10.

The sports court adds approximately 2,085 square feet of impervious surface to the site. The Applicant proposes to remove 2,688 square feet of concrete that was constructed without a permit. In the original staff report, Staff stated that this addition of impervious surface area was not adequately mitigated as the area downstream of the added impervious surface area was proposed to be artificial turf and a hardscape flagstone patio.

The Utah Property Rights Ombudsman's advisory opinion on the Planning Commission's denial of the CUP stated that this basis for the denial is "undermined by the Commission's other findings that it had insufficient information to determine compliance."

The following image is taken from the Applicant's updated grading and drainage plan (Exhibit A, p. 9):

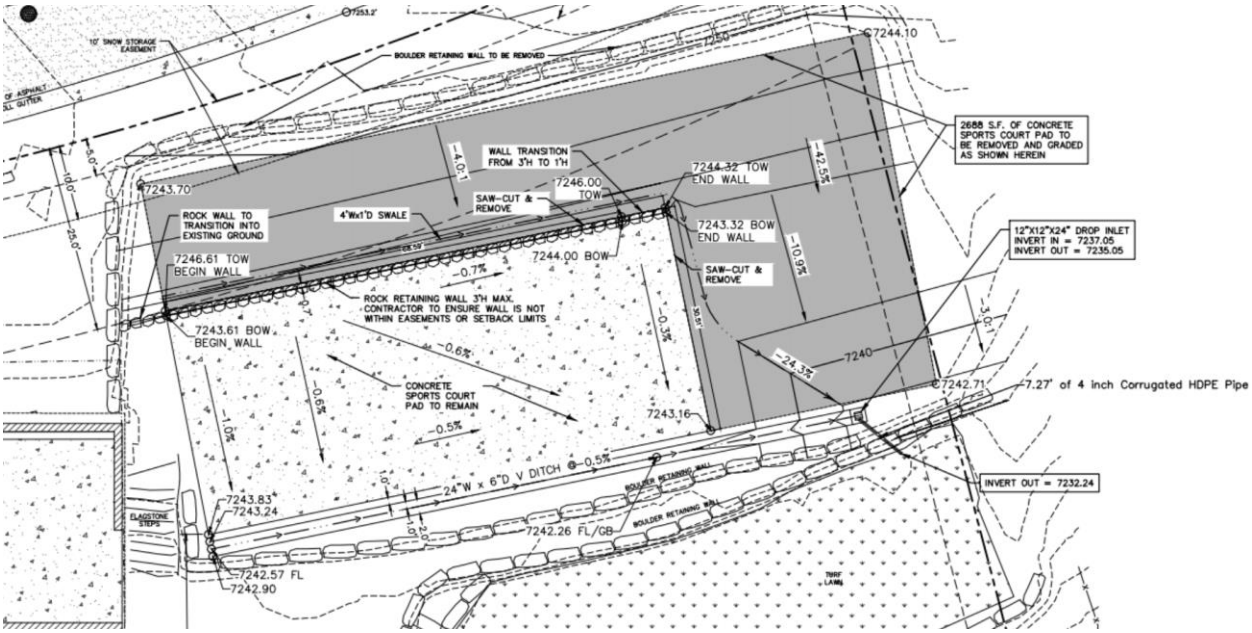


Figure 3: Grading and Drainage Plan

Emergency Vehicle Access

Access to the site will not impede Emergency Vehicle Access. No further mitigation is recommended.

Off-Street Parking

A Private Recreation Facility generates a parking demand of one space per four persons, which is the maximum rated capacity. This means that three parking spaces are required in addition to the two spaces required for a Single-Family Dwelling. The existing garage, which has a capacity for three vehicles, meets this requirement. There is also Off-Street Parking for one vehicle on the driveway, and outside the Setbacks.

Internal Vehicular and Pedestrian Circulation System

The sports court does not change the existing vehicular and pedestrian circulation. No

further mitigation is recommended.

Fencing, Screening, and Landscaping
Fencing, Screening, and Landscaping shall be used to separate the proposed Use from adjoining Uses.

Fencing – The Applicant proposes installing a 10-foot-tall chain-link fence around the sports court. LMC § 15-4-2 prohibits chain-link fences in all zones except for recreational facilities such as tennis courts. Applicants may request Planning Director approval for installation of chain-link fences for recreation facilities. The Planning Director finds that while the Sensitive Land Overlay was not applied to the original Subdivision and establishment of the Building Pad for the Single-Family Dwelling, that proposed new development and site disturbance to the site beyond the established building pad requires a full Sensitive Land Overlay evaluation. The unpermitted site disturbance at 1115 Aerie Drive is highly visible from many designated Vantage Points. The Planning Director recommends the Planning Commission request the Applicant provide adequate Sensitive Land Overlay evaluation regarding impacts to Steep Slopes, as well as visibility of the disturbed site from designated Vantage Points. Additionally, see the Noise analysis below. More information and clarity is needed from the Applicant prior to evaluation of the 10-foot-tall chain-link fence for the sports court because future uses are still undefined.

Screening – The updated Landscape Plan shows the addition of evergreens, maples, and quaking aspens, along with various shrubs, to screen the sports court from Aerie Drive to the north and along the east property line and into the neighboring property. Although shrubs will line the south side of the sports court, it will still be visible across the canyon and downslope as seen in the photo below:



Figure 4: Cross Canyon View

Landscaping – The Applicant proposes 42 spruce trees, 20 aspen trees, and 35 blaze maples. The rest of the development on the site will remain visible from the south and east, which is not in keeping with other lots in the subdivision.

The Utah Property Rights Ombudsman's advisory opinion on the Planning Commission's denial of the CUP stated that insufficient information on previous Significant Vegetation coverage was not a valid basis for denial of the CUP where the application could be continued. The Applicant has since provided additional information that no Significant Vegetation was removed to construct the sports court.

LMC § 15-5-5(N) establishes the Maximum Turf or Lawn Area as a percentage of the allowed Limits of Disturbance Area of the Lot that is not covered by Buildings, Structures, or other Impervious paving. For lots greater than one acre, a maximum of 25% of the allowed Limits of Disturbance Area not covered with Buildings, Structures, or other Impervious may be turf or lawn area. Approximately 5,773 square feet of the Lot is Turf or Lawn Area, approximately 8% of the Lot.

An updated Landscape plan is attached as Exhibit I.

Building Mass, Bulk, and Orientation, and the Location of Buildings on the Site; Including Orientation to Buildings on adjoining Lots

The sports court was constructed with an area of 4,795 square feet. The Applicant proposes reducing the sports court to 2,085 square feet (68.6 feet long x 30.3 feet wide).

The Applicant proposes removing the four-foot retaining wall immediately adjacent to Aerie Drive and rebuilding the retaining wall to the north of the sports court. The reconstructed retaining wall will be between two and three feet in height and outside of the Side Setback.

The following image, provided by the Applicant, shows the retaining walls to be removed in red, to remain in yellow, and to be reconstructed in green:

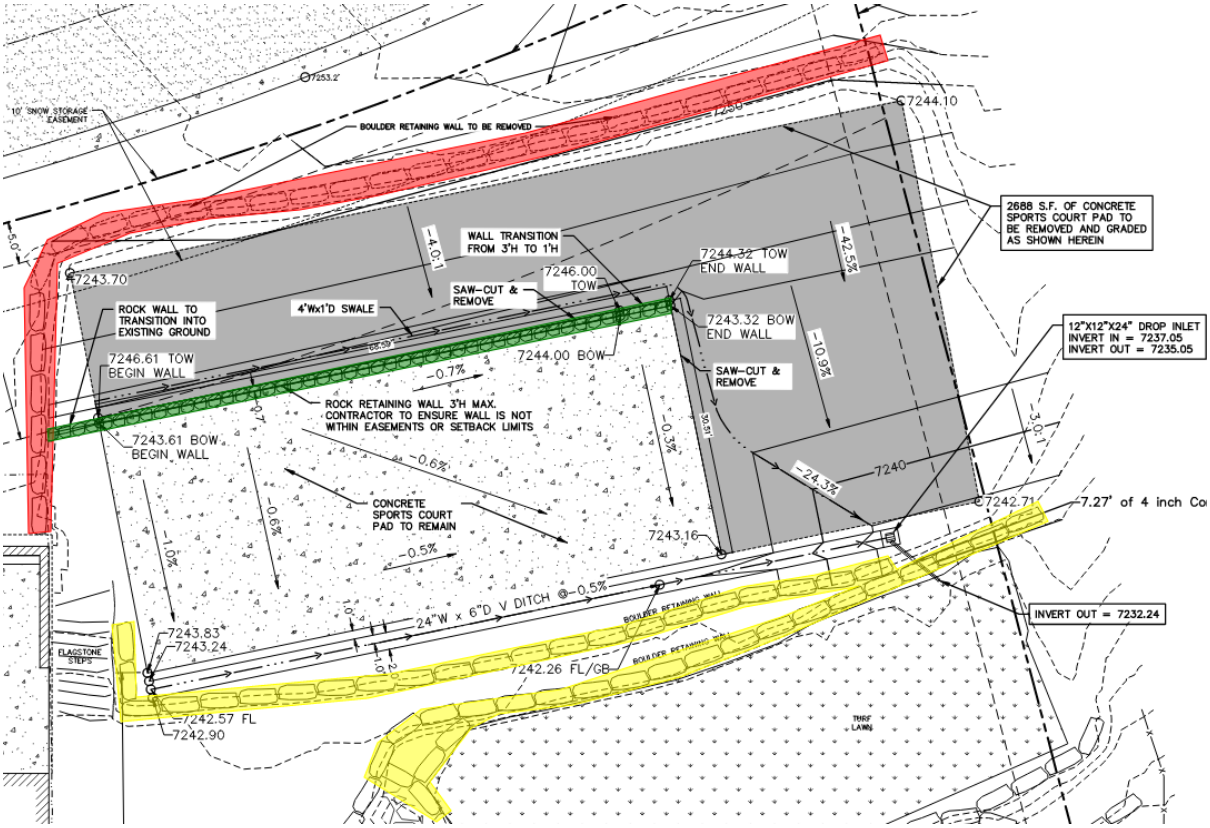


Figure 5: Rock Retaining Walls

Useable Open Space

The sports court does not disturb any of the platted Open Space areas.

Signs and Lighting

No signs or lighting are proposed or approved. The Applicant agrees to a Condition of Approval that lighting for the Sports Court is prohibited.

Physical Design and Compatibility with Surrounding Structures

The LMC requires that the sports court's physical design be compatible with surrounding structures in mass, scale, style, design, and architectural detailing. The landscaping associated with the sports court will screen the use from Aerie Drive, but as

mentioned above, will remain visivle from the south. The existing landscaping wall to the north (parallel to Aerie Drive) will be removed. A smaller wall will be installed at the north edge of the sports court. The following image, taken from Aerie Drive, shows the sports court in context with the surrounding area, the existing house, and other site improvements:



Figure 6: View Looking West From Aerie Drive

Noise

The Applicant has not identified the intended uses of the sports court and does not agree to a Condition of Approval prohibiting pickleball. Therefore, the Planning Commission does not have the information needed to determine Noise is mitigated.

The Applicant provided a letter from SportsWest Construction that identifies three ways to reduce noise from pickleball play (Exhibit J):

1. Install Sport Court SportGame PB open cell surface system to absorb 20% of the downward reflective sound waves.[6]
2. Install AcoustiFence soundproofing material around the sports court to reduce noise by 10-12 decibels, a 50% reduction.
3. Limit pickleball equipment to the “Quiet Category”.

Without additional details regarding the effects of pickleball on the surrounding neighborhood or a noise study, staff recommends the Applicant provide sufficient

[6] https://www.sportcourt.com/sportgame-pb

information for a full evaluation of the proposed uses so they can be effectively mitigated.

Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas
Staff does not recommend requiring additional mitigation.

Expected Ownership and Management of the Project
No changes in ownership of the lot are proposed. A portion of the concrete pad was constructed over the lot line into neighboring Lot 9. On October 18, 2022, a Perpetual Improvements Easement Agreement was recorded with Summit County. This agreement allows the Applicant access to the improvements that cross the property line onto neighboring Lot 9. The purpose of this easement is to allow the Applicant to use equipment, recreational equipment, and related surface improvements and for maintenance, repair, and replacement of these improvements.

As the sports court and retaining walls were constructed over the lot line and/or within the setback, this easement is necessary to ensure the Property Owner has access to remove the portion of the sports court that encroaches and to maintain the portion of the retaining wall that crosses the property line.

Sensitive Lands
The LMC requires the Applicant to identify the most appropriate location for the sports court, given the site's existing topography and the presence of Steep and Very Steep Slopes.

In the initial CUP review of the sports court from 2021, the lack of information about slope conditions prior to the development of the sports court, as well as proximity to Very Steep Slopes following the construction of the sports court, was provided as a reason for denial. The Utah Property Rights Ombudsman’s advisory opinion on the Planning Commission’s denial of the CUP stated that insufficient information on previous slope conditions was not a valid basis for denial of the CUP where the application could be continued.

The Applicant has since provided a slope map depicting the site's Steep and Very Steep Slopes (Exhibit K). The following image shows Very Steep Slopes 77.1 feet away from the sports court.

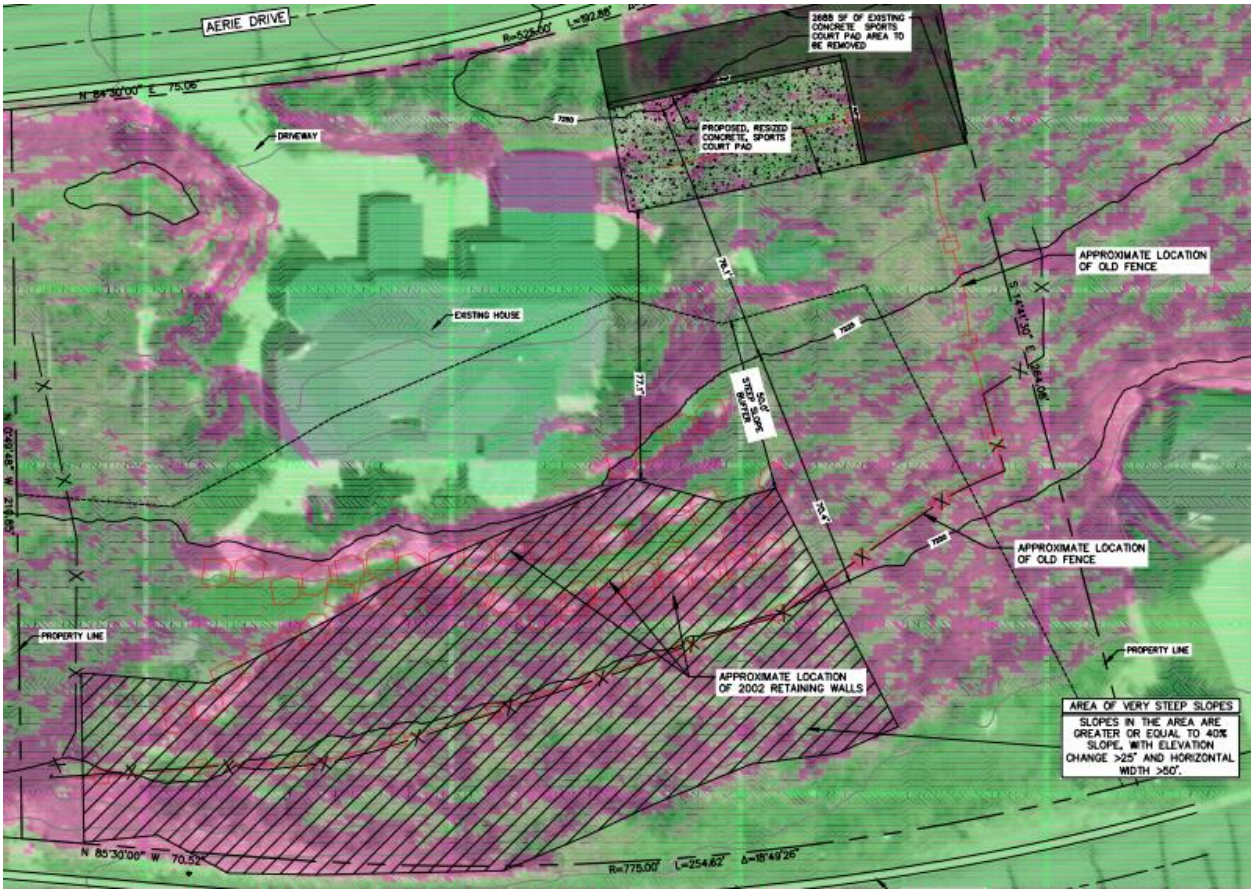


Figure 7: Steep Slope Map

Additionally, the Applicant provided a “Buildable Sport Court Areas Exhibit” to justify the placement of the sports court in the northeast corner of the property (Exhibit L). Development on Steep Slopes must be environmentally sensitive to hillside areas and carefully planned to mitigate adverse effects on neighboring land. Pursuant to LMC § 15-2.21-4, no development is allowed on or within 50 feet, map distance, of Very Steep Slopes. Although the distance from Very Steep Slopes is greater than 50 feet, Staff finds that the development of the sports court disturbed Steep Slopes because the sports court area contained slopes greater than 30%. What information does the Planning Commission need to evaluate whether the Applicant sufficiently mitigated the detrimental effects of this disturbance, including retaining walls, grading, stormwater retention, and landscaping?

Consistency with the goals and objectives of the Park City General Plan

1115 Aerie Drive is part of the Masonic Hill neighborhood of the General Plan. The General Plan identifies Masonic Hill as a “natural conservation area,” with it also denoted as a “Critical Area for Protection and Conservation.” The General Plan stresses that “the aesthetic of the Masonic Hill Neighborhood should be preserved.”

(V) Final Action

One point of the Ombudsman Advisory Opinion is that Final Action on Conditional Use

Applications must be supported by substantial evidence. The Planning Commission may request necessary information related to specific standards of review before making their Findings and taking Final Action.

Staff requests that the Planning Commission identify the additional information required from the Applicant in order to make an informed decision. Staff recommends deferring the discussion to a certain date.

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, and April 10, 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.[7]

Public Input

Public input is attached as Exhibit M.

Exhibits

Exhibit A: Applicant's Updated Statement
Exhibit B: Planning Commission Final Action Letter dated July 13, 2022
Exhibit C: Notice of Appeal date July 29, 2022
Exhibit D: Property Rights Ombudsman Advisory Opinion dated November 16, 2023
Exhibit E: Appeal Panel Final Action Letter dated March 19, 2024
Exhibit F: October 1, 2021, Code Compliance Letter
Exhibit G: February 2, 2022, Code Compliance Letter & February 25, 2022, Addendum Letter
Exhibit H: Perpetual Improvements Easement Agreement
Exhibit I: Landscape Plan
Exhibit J: SportsWest Construction Letter
Exhibit K: Steep Slope Maps
Exhibit L: Buildable Sport Court Areas
Exhibit M: Public Input

[7] LMC § 15-1-21

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Jason Boal, AICP
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March 22, 2024

Rebecca Ward
Planning Director
Park City Municipal Corporation
445 Marsac Avenue
Park City, UT 84060

Re: 1115 Aerie Dr. Sports Court CUP PL-21-05101

Dear Ms. Ward,

We appreciate the continued work with Park City and your department on the proposed sports court at 1115 Aerie Dr. (parcel # OOT-HSTONE-8). The sports court CUP application that was previously submitted included a: (i) landscape plan, and (ii) steep slopes plan. Attached to this letter you will find an: (i) updated steep slope analysis and (ii) conceptual drainage plan. These documents confirm that the sports court is not within fifty feet (50') of very steep slopes. Additionally, we are providing an analysis of the sixteen (16) items the planning commission is to review when considering a CUP application, found in Park City LMC § 15-1-10-E.

Park City's LMC requires the planning commission to consider sixteen (16) items when considering a CUP. *See* LMC § 15-1-10-E. Below is the list of those items and an analysis how this application for the sports court satisfies those items.

1. Size and location of the Site;

    a. The project is located at 1115 Aerie Dr (parcel # OOT-HSTONE-8). This is a single-family lot that was approved/created when the Hearthstone Subdivision was recorded on 6-13-1994. The proposed sports court is for use as an accessory to the single-family home. It is not intended for public

use. The sports court will be located within the setbacks of the lot and within the Building Pad[1], as defined by LMC § 15-15.

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

    a. No change, as the proposed sports court is an accessory to the existing single-family home, no new traffic impacts are being created.

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

    a. No new utilities are being proposed for the sports court because as a proposed condition of approval the sports court will not have any outdoor lighting. A drainage plan has been provided that shows the storm water will be managed on site.

4. Emergency vehicle Access;

    a. No change, as no new access is being proposed for the sports court. The access off Aerie Dr. for the single-family home, which is adequate for emergency services will be maintained.

5. Location and amount of off-Street parking;

    a. A private recreation facility generates a parking demand of 1 space per 4 persons. This in addition to the 2 spaces required for a single-family dwelling. Thus, the property requires 3 parking spaces. As shown on the submitted parking plan, the capacity of the existing garage is 3 vehicles, with additional parking space in the driveway, outside of the setbacks of 7 vehicles. The property has sufficient parking.

6. Internal vehicular and pedestrian circulation system.

    a. There is no change to the existing circulation system.

7. Fencing, screening, and landscaping to separate the use from adjoining uses;

    a. The provided landscape plan shows that the sports court will be extensively screened from view from Aerie Drive and the neighbors to the north and east. The landscape plan shows that at least thirty-nine (39) trees will be planted, but it is anticipated that up to sixty (60) trees will be planted, most of which are evergreens, which will provide year round

[1] LMC § 15-15: BUILDING PAD. The exclusive Area, as defined by the Setbacks, in which the entire Building Footprint may be located. This is different that the "Typical Building Pad" identified on the plat.

screening. A fence will be constructed around the court for safety, security, and noise reduction purposes of the facility.

8. Building mass, bulk, and orientation, and the location of buildings on the site; including orientation to buildings on adjoining lots;

    a. The sports court will be within the setback and within the lot's building pad. Due to the grade of the site, the sports court will sit approximately ten feet (10') below the elevation of Aerie Drive. There will be a two foot (2') retaining wall on the north side of the sports court, then an approximately 4:1 slope from the retaining wall to Aerie Drive.

9. Usable Open Space;

    a. The portion of the lot containing the sports court will continue to be Open Space, as defined by Park City Code[2]. Thus, the proposed use does not change the existing open space.

10. Signs and lighting;

    a. No signs or lighting are being proposed with the sports court.

11. Physical design and compatibility with surrounding structures in mass, scale, style, design, and architectural detailing;

    a. The proposed sports court will be used solely for the residents and guests at the property. Thus, it is strictly for residential use, which is compatible with surrounding uses. The landscaping associated with the sports court will screen the use from Aerie Dr. The landscaping wall on the north of the sports court is being reduced in size from what is currently constructed to reduce visibility from adjoining uses.

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

    a. The property owner is proposing conditions for the use of the sports court that will mitigate noise. These conditions include: a) compliance with Park City Noise Ordinance PCC §6-3, b) prohibiting the use of the court between the hours of 10 p.m. and 7 a.m., c) only the use of soft balls or

[2] LMC § 15-15: OPEN SPACE - Open Space, Landscaped. Landscaped Areas, which may include local government facilities, necessary public improvements, and playground equipment, recreation amenities, public landscaped and hard-scaped plazas, and public pedestrian amenities, but excluding Buildings or Structures.

similar quite equipment, d) Sport Court SportGame PB Open cell court surface, and f) "AcoustiFence" soundproofing around the court.

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

    a. No changes are proposed or anticipated with regards to service vehicles

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

    a. No change, as the property will maintain the current ownership. The sports court will not change the ownership or management composition of the property and will be used only by the property's residents and guests. There is no change affecting taxing entities.

15. Within and adjoining the site, environmentally sensitive lands, physical mine hazards, historic mine waste and Park City soils ordinance, steep slopes, and appropriateness of the proposed Structure to the existing topography of the site;

    a. A steep slope analysis has been provided. The sports court will not be located within fifty feet (50') of very steep slopes. The property is not within the Soil ordinance boundary. Finally, the SLO is not applicable to the Nielson portion of the Neilsen/Korthoff MPD, as approved on June 14, 1993. (This property is in the Neilson portion of that MPD).

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

    a. The use is consistent with the Park City General Plan and is an allowed Conditional Use. There are specific elements of the general plan that this application supports:

        i. Objective 1A - Direct complimentary land use and development into existing neighborhoods that have available infrastructure and resource capacity. (pg. 27)

        ii. Objective 1C - Primary residential neighborhoods should encourage opportunities to enhance livability with access to daily needs, including: a mini market, a neighborhood park, trails, community gardens, walkability, bus access, home business, minor office space, and other uses that are programmed to meet the needs

of residents within the neighborhood and complement the existing context of the built environment. (pg. 27)

iii. The more Park City residents are able to take advantage of the benefits provided by parks and recreational facilities, the healthier our community will be. (pg. 99)

We appreciate the careful consideration of this application for a sports court. We look forward to meeting with the Planning Commission on April 10th. If you have any questions, please feel free to reach out.

Attachments:
- Exhibit A – updated steep slope analysis
- Exhibit B – conceptual drainage plan

Sincerely,

Snell & Wilmer

Jason Boal, AICP

Cc:

- Client
- Wade Budge, Snell & Wilmer

Exhibit A – Existing Conditions Steep Slope Plan



NOTES:

1. SURFACE CONTOURS SHOWN WERE IMPORTED FROM A 0.5-METER RESOLUTION AERIAL LIDAR SCAN, GATHERED FROM USGS DATA DATED 2018. ANY DISCREPANCY BETWEEN GROUND SURVEYED TOPOGRAPHY AND THE AERIAL LIDAR SCAN ARE DUE TO POSSIBLE INACCURACIES IN LIDAR SCAN DATA.
2. LOT LINES SHOWN ARE APPROXIMATE ONLY.

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%	1000.00%	

PROFESSIONAL ENGINEER
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STAFF: CONNOR DINSMORE
IVANOE LOZANO

DATE: 03/19/2024

RETAINING WALL EXHIBIT
1115 AERIE DRIVE
EXISTING CONDITIONS & TOPOGRAPHY

FOR: JASON BOAL
JOB NO.: 3-9-21
FILE: \\Server\x\Aerie\dwg\projects\1115 Aerie Dr\1115 Aerie 1 OF 2.dwg

SHEET 1 **OF** 2

Exhibit B – Conceptual Drainage Plan

C/L AERIE DRIVE

7259.3'

1' ROLL GUTTER
EDGE OF ASPHALT

5' UTILITY, SLOPE, AND DRAINAGE EASEMENT

PROPERTY LINE

7253.2'

10' SNOW STORAGE EASEMENT

BOULDER RETAINING WALL TO BE REMOVED

7244.10

1152
7243.26
CL MON LID NO CAP

5.0'

EDGE OF ASPHALT
1' ROLL GUTTER

7247.1'

2688 S.F. OF CONCRETE SPORTS COURT PAD TO BE REMOVED AND GRADED AS SHOWN HEREIN

5.0'

10.0'

25.0'

7243.2'

BOULDER RETAINING WALL

WALL TRANSITION FROM 3'H TO 1'H

-4.0%

7243.70

7244.32 TOW
END WALL

-42.5%

7246.00
TOW

SAW-CUT & REMOVE

ROCK WALL TO TRANSITION INTO EXISTING GROUND

4'Wx1'D SWALE

12"X12"X24" DROP INLET
INVERT IN = 7237.05
INVERT OUT = 7235.05

7246.61 TOW
BEGIN WALL

-0.7%

7244.00 BOW

7243.32 BOW
END WALL

-10.9%

SAW-CUT & REMOVE

ROCK RETAINING WALL 3'H MAX. CONTRACTOR TO ENSURE WALL IS NOT WITHIN EASEMENTS OR SETBACK LIMITS

LIMIT OF DISTURBANCE

25' FRONT YARD SETBACK

BOULDER RETAINING WALL

7243.61 BOW
BEGIN WALL

-0.6%

-0.3%

55.1'

-24.3%

7240

3.0'

7242.71

7.27' of 4 inch Corrugated HDPE Pipe @ 38.78%

7239.38

-1.0%

-0.6%

CONCRETE SPORTS COURT PAD TO REMAIN

7243.16

-0.5%

INVERT OUT = 7232.24

CONCRETE DRIVEWAY

24"W x 6"D V DITCH @ -0.5%

BOULDER RETAINING WALL

FLAGSTONE STEPS

7243.83
7243.24

1.0'

2.0'

7242.26 FL/GB

BOULDER RETAINING WALL

7242.57 FL
7242.90

PORTE COCHERE

TURF LAWN

CONCRETE ENTRY

FLAGSTONE STEPS

FLAGSTONE STEPS

WOOD POST FENCE

S 14°41'30" E 284.08'

PROPERTY LINE

BOULDER RETAINING WALL

BOULDER RETAINING WALL

BOULDER RETAINING WALL

FLAGSTONE PATIO

LOT 8
1115 AERIE DRIVE
EXISTING RESIDENCE

AREA OF VERY STEEP SLOPES
SLOPES IN THE AREA ARE GREATER OR EQUAL TO 40% SLOPE, WITH ELEVATION CHANGE >25' AND HORIZONTAL WIDTH >50'.

10' 0 10' 20'

PROFESSIONAL ENGINEER
No. 12275305
MARTIN CONNOR DINSMORE
STATE OF UTAH

ALLIANCE ENGINEERING

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STAFF:
CONNOR DINSMORE
IVANOE LOZANO

DATE: 03/21/24

GRADING AND DRAINAGE PLAN
1115 AERIE DRIVE
EXISTING CONDITIONS & TOPOGRAPHY

FOR: JASON BOAL
JOB NO.: 3-9-21
FILE: \\Server\x\Aerie\dwg\projects\1115 Aerie Dr\1115 Aerie Dr.dwg

SHEET 2 **OF** 2

PARK CITY
1884

Planning Department

July 13, 2022

Wade Budge Representing 1115 Aerie LLC
6706 Norway Rd
Dallas, TX 75230

NOTICE OF [PLANNING COMMISSION OR PLANNING DIRECTOR] ACTION

Description

Address:	1115 Aerie Drive
Zoning District:	Estate (E)
Application:	Private Recreation Facility Conditional Use Permit
Project Number:	PL-21-05101
Action:	DENIED
Date of Final Action:	July 13, 2022
Project Summary:	The applicant proposes to modify an existing sports court (a Private Recreation Facility) located outside of the existing Building Pad. The existing sports court was not built with appropriate permits, and crosses property lines.

Action Taken

On July 13, 2022, the Planning Commission conducted a public hearing and denied the Private Recreation Facility Conditional Use Permit according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The property is located at 1115 Aerie Drive.
2. On December 20, 2021, the applicant representing the property owner of 1115 Aerie Drive submitted two land use applications to the Park City Planning Department:
    a. An Administrative Conditional Use Permit for retaining walls greater than six feet (6') in height from Final Grade
    b. A Conditional Use Permit for Private Recreation Facilities

3. The Applicant proposed to modify an existing sports court (a Private Recreation Facility) located outside of the existing Building Pad. The existing sports court was not built with appropriate permits, and crosses property lines.
4. The property is in the Estate (E) Zoning District. The property includes Lot 8 of the Overlook at Oldtown subdivision.
5. The property fronts Aerie Drive in the front and rear of the Lot.
6. The primary access to the property is from Aerie Drive, a public street.
7. The neighborhood is characterized by large single-family homes on lots with steep slopes.
8. The property is subject to the Nielsen Korthoff Properties MPD, as recorded in the Notice of City Council Action letter dated August 19, 1993.
9. LMC § 15-2.10-2(B) establishes a Private Recreation Facility as a Conditional Use in the Estate Zoning District.
    a. Because the CUP Application was submitted on December 20, 2021, the project is not subject to LMC § 15-4-22, *Outdoor Pickleball Courts In Residential Areas*, which was adopted on April 28, 2022.
    b. Private Recreation Facility was designated a Conditional Use in the Estate Zoning District prior to the April 28, 2022 LMC Amendments specific to Pickleball Courts.
10. Prior to the April 28, 2022 LMC Amendments, Private Recreation Facilities were defined by LMC § 15-15-1 as, "Recreation facilities operated on private Property and not open to the general public. Including Recreation Facilities typically associated with a homeowner or Condominium association, such as pools, tennis courts, playgrounds, spas, picnic Areas, similar facilities for the Use by Owners and guests".
11. The Planning Commission determined the Applicant's request for a Private Recreation Facility at 1115 Aerie Drive was not compatible with the surrounding Structures in Use, scale, and circulation, and that reasonable conditions cannot be proposed to mitigate the anticipated determinantal effects because:
    a. The subject property contains Steep Slopes and Very Steep Slopes, which have been disturbed and terraced to accommodate the Recreation Facility.
    b. The submitted slope map and the vegetative cover map are reflective of post-development conditions, and do not interpolate the prior conditions before the work done in 2021. Because of this, staff is unable to verify to what extent Significant Vegetation may have been removed, or in what

areas development was placed within 50' of Very Steep Slopes. Based on the post-conditions slope map, it appears that mush of the new development is currently within 50' of Very Steep Slopes. Based on satellite imagery from September 2020, prior to the recent development, it appears that some amount of significant vegetation was removed, but exact counts cannot be determined.

c. The proposed resized sports court adds approximately 2,085 square feet of impervious surfaces to the site. This is not adequately mitigated in the applicant's proposal, as they have only shown new proposed vegetation uphill of the court and proposed to retain a hardscape flagstone patio and artificial turf lawn downhill of the court.
d. The amount of disturbed and landscaped areas outside of the Building Pad is not consistent with other properties in the Overlook at Old Town subdivision.

12. The as-built conditions, including the placement of Structures like the sports court outside of the Building Pad, do not appear to comply with the original plat restrictions. In the Notice of City Council Action letter dated August 19, 1993, the City Council approved the Nielsen Korthoff Properties MPD with twelve conditions of approval. Condition of approval 3 states:
    a. The plat shall contain notes regarding storm water requirements and considerations, wintertime travel restrictions (one-way road), and limits of disturbance as specified at the time of final plat approval.
13. The Land Management Code at the time of subdivision contained the following definitions:
    a. Building Pad Line. The building pad line denotes that area in which the entire new structure must lie. The area of construction disturbance attributable to the structure (as opposed to utilities installation) may not extend beyond ten (10) feet from the building pad line.
    b. Limits of Disturbance. The limits of disturbance line indicates the area in which construction activity must be contained. Construction disturbance must not extend beyond the limits of disturbance line as indicated on the plat of Master Plan unless the Community Development Director has amended the limit as per sections 10.9(k)3 or 15.4.2(d)3.
    c. Structure. Anything constructed, the use of which requires fixed location on or in the ground, or attached to something having a fixed location upon the ground and which imposes an impervious material on or above the

ground; definition includes "building". All structures must maintain the minimum set-backs for the district in which they are located, both above and below the ground.

14. The current proposal is to allow for 1115 Aerie Drive (Lot 8) to retain development located outside of the existing 90-foot by 90-foot Building Pads, which accommodates extensive landscaping, regrading, and a concrete sports court that were constructed outside of the scope of the Grading/Landscaping Permit #21-122.
    a. The current LMC definition of Limits of Disturbance is, "the designated Area in which all Construction Activity must be contained."
    b. The development that occurred on the site in 2021 was inconsistent with the prior approvals, including the approved MPD and final plat, the latter of which did not include separate Limits of Disturbance for landscaping.
15. The Planning Commission determined that the application does not meet Land Management Code, Section 15-1-10, *Conditional Use Review Process*, due to a lack of information submitted regarding screening and landscaping, compatibility with surrounding structures, potential noise, lighting, environmentally sensitive lands, steep slopes, and appropriateness of the proposed Structure to the existing topography of the Site. The following Conditional Use Permit review criteria have not been sufficiently addressed:
    a. LMC § 15-1-10(E)(7), *Fencing, Screening, and landscaping to separate the Use from adjoining Uses*,
    b. LMC § 15-1-10(E)(8), *Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots*,
    c. LMC § 15-1-10(E)(11), *physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing*,
    d. LMC § 15-1-10(E)(12), *noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site*; and
    e. LMC § 15-1-10(E)(15), *within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site*.
16. The proposal is not consistent with the General Plan, as it allows for disturbance of Sensitive Lands without adequate mitigation.

a. The property is located in the Masonic Hill neighborhood of the General Plan. The property is noted as having slopes that exceed 30 degrees. The General Plan identifies Masonic Hill as a "natural conservation neighborhood", with it also denoted as "Critical Area for Protection and Conservation". The General Plan stresses that, "the aesthetic of the Masonic Hill Neighborhood should be preserved".
b. These elements are described in Goal 4 of the General Plan, Open Space, and Objective 4D emphasizes to minimize further land disturbance and conservation or remaining undisturbed land areas to development to minimize the effects on neighborhoods.

17. Staff posted notice to the property and mailed notice to property owners within 300 feet on June 28, 2022. On July 13, 2022, the Planning Commission conducted a public hearing and denied the application.

Conclusions of Law

1. The Conditional Use Permit is not consistent with the Land Management Code, Section 15-1-10, *Conditional Use Review Process*, and reasonable conditions cannot be proposed to mitigate the anticipated detrimental effects of the proposed Use.
2. The Conditional Use Permit is not compatible with surrounding Structures in Use, scale, mass, and circulation, as required by LMC Section 15-1-10(D), *Standards for Review*.

If you have questions or concerns regarding this Final Action Letter, please call Alexandra Ananth or email Alexandra.ananth@parkcity.org

Sincerely,

John Phillips, Planning Commission Chair

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AUG 01 2022
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AUG 01 2022
Park City Municipal Corp

Wade R. Budge
wbudge@swlaw.com

July 29, 2022

VIA US MAIL AND EMAIL MICHELLE.KELLOGG@PARKCITY.ORG

Michelle Kellogg
City Recorder
Park City
445 Marsac Avenue
Park City, Utah 84060

Re: Notice of Appeal of Planning Commission's Final Action pursuant to Utah Code § 10-9a-703(1) and LMC § 15-1-18C for Application PL-21-05101

Dear Ms. Kellogg:

This firm represents 1115 Aerie, LLC ("**1115 Aerie**"), the owner of the real property located at 1115 Aerie Drive Park City, Utah (the "**Property**"). 1115 Aerie previously filed a Conditional Use Permit application (No. PL-21-05101) on December 20, 2021, to construct a sports court on the Property (the "**Application**").

On July 13, 2022, the Park City Planning Commission ("**Planning Commission**") held a public hearing and ultimately denied the Application. On July 20, 2022, the Planning Commission took final action by issuing its written denial of the Application (the "**Denial Letter**"), a copy of which is attached hereto as Exhibit A.

Pursuant to Utah Code § 10-9a-703(1) and Park City Land Management Code § 15-1-18C, 1115 Aerie hereby submits this Notice of Appeal of the Planning Commission's decision.

There are at least six independent bases for this appeal.

1. A land use authority's detrimental effect findings must be supported by substantial evidence in the record. *See Ralph L. Wadsworth Const. v. West Jordan City*, 2000 UT App 49, ¶ 17, 999 P.2d 1240. Findings "based solely on adverse public comment" are insufficient to support a conditional use permit denial. *Id.* Here, the Planning Commission simply assumed the Sports Court would have detrimental effects but provided no evidence and made no findings to support its conclusion. For example, the Denial Letter states that 1115 Aerie failed to provide adequate information regarding lighting, screening, noise, compatibility with surrounding structures, environmentally sensitive lands, steep slopes, and the mismatch between

the Sports Court and the Property's topography, but the Planning Commission made no real findings underlying these concerns. Indeed, the only evidence in the record raising concerns with lighting, screening, and noise came from the public clamor—which cannot be the only evidence of a detrimental effect.

2. Pursuant to Utah Code § 10-9a-507(2)(a)(i), "a land use authority shall approve a conditional use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonable anticipated detrimental effects of the proposed use . . . ." Importantly, mitigation of reasonably anticipated mitigation does not require elimination of the detrimental effects. *Id.* § 10-9a-507(2)(a)(ii). Here, the Planning Commission failed to explain why 1115 Aerie's proposed conditions would not mitigate the supposed detrimental effects. For example, the public clamor raised concerns that the Sports Court's lighting would create light pollution on adjoining properties. 1115 Aerie proposed a simple solution—the Sports Court would have no lighting. Similarly, the public expressed concerns about noise associated with pickleball. Again, 1115 Aerie proposed a reasonable, mitigating condition—the Sports Court would not be used for pickleball. Finally, the public clamor asserted that the Sports Court would not be properly screened from view, 1115 Aerie proposed a detailed plan outlining how the Sports Court would be screened from the road and adjoining properties

3. If a land use authority determines that reasonable conditions cannot mitigate the detrimental effects caused by a proposed use, it must support such determination by substantial evidence in the record. *See McElhaney v. City of Moab*, 2017 UT 65, ¶ 27, 423 P.3d 1284. The land use authority can deny a conditional use only if reasonable conditions cannot substantially mitigate the detrimental effects. *See* Utah Code 10-9a-507(2)(c). Because the Planning Commission failed to make any findings as to why the Sports Court would cause detrimental effects, it also failed to make findings as to why any detrimental effects were unmitigable.

4. The Property is located within the Hearthstone Subdivision. On June 14, 1993, Park City approved the Hearthstone MPD subject to various conditions, including, that the final subdivision plat would contain notes governing "limits of disturbance" and "[l]imitations on landscaping and irrigation." On October 4, 1993, Park City approved the final subdivision plat for the Hearthstone Subdivision (the "**Plat**"). The Plat contained no limits of disturbance or limitations on landscaping and irrigation as was required by the prior MPD approval. The Plat did, however, include a building pad for each lot. Park City's prior and current land use code distinguish between a building pad line and an area of disturbance. Despite this, the Planning Commission wrongly asserted that all improvements—including the Sports Court—must be constructed within the building pad line designated on the Plat. To reach this conclusion, the Planning Commission conflated the building pad—which was intended to provide restrictions on house size—with a limit of disturbance. This conflation renders provisions of the land use code inoperative and leads to the absurd result that no lot in the subdivision may lawfully construct a driveway or disturb any land outside the building pad. *See Monarrez v. Utah Dept. of Transp.*,

2016 UT 10, ¶ 11, 368 P.3d 846 (Courts avoid interpretations "which render[] parts or words in a statute inoperative or superfluous . . . ."); *Olsen v. Park City Mun. Corp.*, 2013 UT App 262, ¶ 8, 315 P.3d 1055 (Courts avoid interpretations "that lead[] to absurd results.").

5. Park City's Land Management Code prohibits development within fifty feet (50') of Very Steep Slopes. *See* LMC § 15-2.21-4(A). Very Steep Slopes are defined as "a Topographic Area at least twenty-five feet (25') vertically, upslope or downslope, and fifty feet (50') horizontally in all directions . . . ." *Id.* The Sports Court was not constructed within 50' of a Very Steep Slope. 1115 Aerie provided evidence at the public hearing that the Sports Court was constructed far away from the only Very Steep Slope on the Property and offered to supplement its Application to provide additional evidence. Despite this, the Planning Commission denied the Application because it speculated, based on a post-development slope map, that the Sports Court was located within 50' of Very Steep Slopes. The map the Planning Commission relied on does not identify the length and width of various slopes, and such dimensions are essential for determining whether a slope constitutes a Very Steep Slope.

6. "A municipality may adopt a land use ordinance that includes conditional uses and provisions for conditional uses that require compliance with objective standards set forth in an applicable ordinance." Utah Code § 10-9a-507(1)(a). Park City's General Plan notes that the Property is located in an area that has slopes that exceed 30 degrees and is a natural conservation neighborhood which is a critical area for protection and conservation (*See* Denial Letter, ¶ 16.a.) As such, the aesthetic of the area should be preserved. (*Id.*) These aspirational statements were relied upon by Planning Commission to deny the Application. However, these General Plan statements are purely subjective, and 1115 Aerie is not required to comply with subjective, aspirational statements as conditions imposed on its Application.

For the foregoing reasons, 1115 Aerie submits this Notice of Appeal to the City Council of Park City in its capacity as the appeal authority for land use decisions of the Planning Commission.

As always, thank you for your professionalism and attention to this matter.

Sincerely,

SNELL & WILMER

Wade R. Budge, P.C.

WRB

Exhibit A

Denial Letter

[Attached]

PARK CITY 1884
Planning Department

July 13, 2022

Wade Budge Representing 1115 Aerie LLC
6706 Norway Rd
Dallas, TX 75230

NOTICE OF [PLANNING COMMISSION OR PLANNING DIRECTOR] ACTION

Description

Address:	1115 Aerie Drive
Zoning District:	Estate (E)
Application:	Private Recreation Facility Conditional Use Permit
Project Number:	PL-21-05101
Action:	DENIED
Date of Final Action:	July 13, 2022
Project Summary:	The applicant proposes to modify an existing sports court (a Private Recreation Facility) located outside of the existing Building Pad. The existing sports court was not built with appropriate permits, and crosses property lines.

Action Taken
On July 13, 2022, the Planning Commission conducted a public hearing and denied the Private Recreation Facility Conditional Use Permit according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The property is located at 1115 Aerie Drive.
2. On December 20, 2021, the applicant representing the property owner of 1115 Aerie Drive submitted two land use applications to the Park City Planning Department:
    a. An Administrative Conditional Use Permit for retaining walls greater than six feet (6') in height from Final Grade
    b. A Conditional Use Permit for Private Recreation Facilities

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3. The Applicant proposed to modify an existing sports court (a Private Recreation Facility) located outside of the existing Building Pad. The existing sports court was not built with appropriate permits, and crosses property lines.
4. The property is in the Estate (E) Zoning District. The property includes Lot 8 of the Overlook at Oldtown subdivision.
5. The property fronts Aerie Drive in the front and rear of the Lot.
6. The primary access to the property is from Aerie Drive, a public street.
7. The neighborhood is characterized by large single-family homes on lots with steep slopes.
8. The property is subject to the Nielsen Korthoff Properties MPD, as recorded in the Notice of City Council Action letter dated August 19, 1993.
9. LMC § 15-2.10-2(B) establishes a Private Recreation Facility as a Conditional Use in the Estate Zoning District.
    a. Because the CUP Application was submitted on December 20, 2021, the project is not subject to LMC § 15-4-22, *Outdoor Pickleball Courts In Residential Areas*, which was adopted on April 28, 2022.
    b. Private Recreation Facility was designated a Conditional Use in the Estate Zoning District prior to the April 28, 2022 LMC Amendments specific to Pickleball Courts.
10. Prior to the April 28, 2022 LMC Amendments, Private Recreation Facilities were defined by LMC § 15-15-1 as, "Recreation facilities operated on private Property and not open to the general public. Including Recreation Facilities typically associated with a homeowner or Condominium association, such as pools, tennis courts, playgrounds, spas, picnic Areas, similar facilities for the Use by Owners and guests".
11. The Planning Commission determined the Applicant's request for a Private Recreation Facility at 1115 Aerie Drive was not compatible with the surrounding Structures in Use, scale, and circulation, and that reasonable conditions cannot be proposed to mitigate the anticipated determinantal effects because:
    a. The subject property contains Steep Slopes and Very Steep Slopes, which have been disturbed and terraced to accommodate the Recreation Facility.
    b. The submitted slope map and the vegetative cover map are reflective of post-development conditions, and do not interpolate the prior conditions before the work done in 2021. Because of this, staff is unable to verify to what extent Significant Vegetation may have been removed, or in what

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areas development was placed within 50' of Very Steep Slopes. Based on the post-conditions slope map, it appears that mush of the new development is currently within 50' of Very Steep Slopes. Based on satellite imagery from September 2020, prior to the recent development, it appears that some amount of significant vegetation was removed, but exact counts cannot be determined.

c. The proposed resized sports court adds approximately 2,085 square feet of impervious surfaces to the site. This is not adequately mitigated in the applicant's proposal, as they have only shown new proposed vegetation uphill of the court and proposed to retain a hardscape flagstone patio and artificial turf lawn downhill of the court.
d. The amount of disturbed and landscaped areas outside of the Building Pad is not consistent with other properties in the Overlook at Old Town subdivision.

12. The as-built conditions, including the placement of Structures like the sports court outside of the Building Pad, do not appear to comply with the original plat restrictions. In the Notice of City Council Action letter dated August 19, 1993, the City Council approved the Nielsen Korthoff Properties MPD with twelve conditions of approval. Condition of approval 3 states:
    a. The plat shall contain notes regarding storm water requirements and considerations, wintertime travel restrictions (one-way road), and limits of disturbance as specified at the time of final plat approval.
13. The Land Management Code at the time of subdivision contained the following definitions:
    a. Building Pad Line. The building pad line denotes that area in which the entire new structure must lie. The area of construction disturbance attributable to the structure (as opposed to utilities installation) may not extend beyond ten (10) feet from the building pad line.
    b. Limits of Disturbance. The limits of disturbance line indicates the area in which construction activity must be contained. Construction disturbance must not extend beyond the limits of disturbance line as indicated on the plat of Master Plan unless the Community Development Director has amended the limit as per sections 10.9(k)3 or 15.4.2(d)3.
    c. Structure. Anything constructed, the use of which requires fixed location on or in the ground, or attached to something having a fixed location upon the ground and which imposes an impervious material on or above the

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ground; definition includes "building". All structures must maintain the minimum set-backs for the district in which they are located, both above and below the ground.

14. The current proposal is to allow for 1115 Aerie Drive (Lot 8) to retain development located outside of the existing 90-foot by 90-foot Building Pads, which accommodates extensive landscaping, regrading, and a concrete sports court that were constructed outside of the scope of the Grading/Landscaping Permit #21-122.
    a. The current LMC definition of Limits of Disturbance is, "the designated Area in which all Construction Activity must be contained."
    b. The development that occurred on the site in 2021 was inconsistent with the prior approvals, including the approved MPD and final plat, the latter of which did not include separate Limits of Disturbance for landscaping.
15. The Planning Commission determined that the application does not meet Land Management Code, Section 15-1-10, *Conditional Use Review Process*, due to a lack of information submitted regarding screening and landscaping, compatibility with surrounding structures, potential noise, lighting, environmentally sensitive lands, steep slopes, and appropriateness of the proposed Structure to the existing topography of the Site. The following Conditional Use Permit review criteria have not been sufficiently addressed:
    a. LMC § 15-1-10(E)(7), *Fencing, Screening, and landscaping to separate the Use from adjoining Uses*,
    b. LMC § 15-1-10(E)(8), *Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots*,
    c. LMC § 15-1-10(E)(11), *physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing*,
    d. LMC § 15-1-10(E)(12), *noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site*; and
    e. LMC § 15-1-10(E)(15), *within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site*.
16. The proposal is not consistent with the General Plan, as it allows for disturbance of Sensitive Lands without adequate mitigation.

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a. The property is located in the Masonic Hill neighborhood of the General Plan. The property is noted as having slopes that exceed 30 degrees. The General Plan identifies Masonic Hill as a "natural conservation neighborhood", with it also denoted as "Critical Area for Protection and Conservation". The General Plan stresses that, "the aesthetic of the Masonic Hill Neighborhood should be preserved".
b. These elements are described in Goal 4 of the General Plan, Open Space, and Objective 4D emphasizes to minimize further land disturbance and conservation or remaining undisturbed land areas to development to minimize the effects on neighborhoods.

17. Staff posted notice to the property and mailed notice to property owners within 300 feet on June 28, 2022. On July 13, 2022, the Planning Commission conducted a public hearing and denied the application.

Conclusions of Law

1. The Conditional Use Permit is not consistent with the Land Management Code, Section 15-1-10, *Conditional Use Review Process*, and reasonable conditions cannot be proposed to mitigate the anticipated detrimental effects of the proposed Use.
2. The Conditional Use Permit is not compatible with surrounding Structures in Use, scale, mass, and circulation, as required by LMC Section 15-1-10(D), *Standards for Review*.

If you have questions or concerns regarding this Final Action Letter, please call Alexandra Ananth or email Alexandra.ananth@parkcity.org

Sincerely,

John Phillips, Planning Commission Chair

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

UTAH DEPARTMENT OF COMMERCE
Office of the Property Rights Ombudsman

MARGARET W. BUSSE
Executive Director

JORDAN S. CULLIMORE
Division Director, Office of the Property Rights Ombudsman

ADVISORY OPINION

Advisory Opinion Requested By:	Wade Budge, Attorney for 1115 Aerie, LLC
Local Government Entity:	Park City
Applicant for Land Use Approval:	1115 Aerie LLC
Type of Property:	Residential
Date of this Advisory Opinion:	November 16, 2023
Opinion Authored By:	Richard Plehn, Attorney Office of the Property Rights Ombudsman

ISSUES

Was 1115 Aerie entitled to approval of the Conditional Use Permit Application it submitted to the Park City Planning Commission for a sports court as a "Private Recreation Facility"?

SUMMARY OF ADVISORY OPINION

The applicant's residential property is a lot in a master planned development subdivision located in the city's Estate district and subject to the sensitive lands overlay. The applicant is seeking to legalize certain prior land disturbance and development activity that had initially commenced without proper permits, and applied for conditional use approval of a sports court.

Final action on conditional use applications must include findings according to conditional use standards and must be supported by substantial evidence. It is incumbent on the city to use the substantive review process to obtain all information necessary before considering a matter for final decision. Unless the applicant demands final action, "insufficient information" is not a valid basis for denial where the application could be continued to obtain information necessary for required findings. Conditional uses, like any land use application, must also comply with the objective requirements of land use regulations, development standards, and applicable land use decisions, including plat restrictions. Plats are interpreted to discern the meaning of the parties at the time the

plat is created, and ambiguity is appropriately resolved by the extrinsic evidence of subdivision approval documents and the land use ordinances in effect at the time of approval.

The city wrongfully interpreted platted building pad lines as proscribing any development activity beyond the existing home's footprint, which was not the intent of the plat according to the master planned development approval and ordinances in effect at that time. The city also concluded that it had insufficient information about the lot's pre-development condition in order to determine compliance with standards for steep slopes and vegetation protection. Despite the applicant's preference to continue the matter to provide the necessary information, the city wrongfully denied the application for "lack of information" and for noncompliance with original plat restrictions, which was erroneous.

The city should reconsider the application without regard to any plat restrictions, and only after it has received whatever information it feels is necessary to determine compliance with steep slope regulations and to make required findings under its conditional use standards of reasonably anticipated detrimental effects, and the potential mitigation of those effects by condition. It must then approve the conditional use permit if it determines the application, as conditioned, achieves compliance with its standards, or else deny the permit if it determines objective requirements are not met or that reasonable conditions cannot substantially mitigate identified detrimental effects.

EVIDENCE

The Ombudsman's Office reviewed the following relevant documents and information prior to completing this Advisory Opinion:

1. Request for Advisory Opinion submitted by Wade Budge, Attorney for 1115 Aerie, LLC, received on August 2, 2022.
2. Response Letter from Park City, received on February 13, 2023.
3. Reply letter from Wade Budge, received on March 8, 2023.
4. Park City's Response to March 8, 2023 reply, received March 13, 2023.
5. Wade Budge reply to City's March 13, 2023 response, received on March 17, 2023.
6. Letter from Wade Budge re: Supplemental Information, dated July 20, 2023.

BACKGROUND

1115 Aerie Drive, in Park City, is owned by an LLC of the same name, 1115 Aerie, LLC (Aerie). The property is a residential lot within a subdivision originally approved as a 12-lot Master Planned Development in 1993. The subdivision plat depicts on each lot a 90' x 90' area noted as "building pad." A home was later built in 1998 which utilized the lot area noted as building pad.

Aerie hired a landscaping contractor to landscape, retain, and build improvements on the Property, including a large sports court. The contractor represented to Aerie that it had obtained all necessary permits for the work. Unfortunately, the contractor had not, in fact, done so. While the contractor

did apply for a grading/landscaping permit in January of 2021 to replace three retaining walls, the remainder of the work, including the sports court, had not been permitted by Park City (City).

In September 2021, after much work had been performed, the City notified Aerie that the work had exceeded the scope of the issued permit and violated provisions of Park City's Land Management Code (Code). Once Aerie learned that its contractor had failed to obtain the correct permits, it began working with the City to obtain necessary approvals and attempt to modify the contractor's work to bring it in compliance with Code requirements.

On December 20, 2021, Aerie submitted a Conditional Use Permit Application (CUP) proposing to legalize the already constructed sports court by modifying the facility and seeking approval of the facility as a "Private Recreation Facility," which is a conditionally permitted use in the applicable Estate Zoning District under the Code. The application proposed to significantly modify the sports court to accommodate setback requirements, reduce the overall size of the court to minimize disturbance, and increase the amount of vegetative screening to minimize the court's impacts on neighbors and the community. Aerie also submitted a separate Administrative CUP application for retaining walls greater than six feet in height. On June 17, 2022, Aerie formally requested final action pursuant to Utah Code Section 10-9a-509.5(2)(b) on the Administrative CUP. Planning staff recommended that because the proposed relocated retaining wall is located directly adjacent to the sports court pad, the Planning Commission should review the Private Facility CUP for the sports court use and provide input before the administrative hearing on the retaining wall CUP.

When the private recreation facility CUP was scheduled to come before the planning commission, the staff report that accompanied the application concluded that the building pad lines depicted on the plat were intended as the limit on disturbance for the lot, and that developing outside of the building pad area violated restrictions in the plat. The report noted that the information submitted regarding lot conditions were all post-development, and that information regarding the pre-development conditions were necessary. The report referenced several pieces of information that staff felt was missing in order to determine compliance with the City's conditional use standards, and ultimately recommended denial of the CUP "due to a lack of submitted information to date." The report continued:

> *If the applicant wishes to withdraw and resubmit, the following information should be provided:*
> - *Additional analysis of pre-development conditions, including identifying areas of Steep Slopes, Very Steep Slopes, and Significant Vegetation*
> - *An explanation and proposed management for the use of the sports court*
> - *A lighting and noise mitigation plan for the court and site*

On July 13, 2022, the Planning Commission reviewed the CUP application in a public hearing. Before and during the hearing, neighbors to the Property expressed concerns that lighting and noise associated with the sports court would negatively impact them. City staff raised issues related to steeps slopes and noncompliance with prior approvals and the applicable subdivision plat.

The applicant provided an explanation of the proposed use of the sports court as well as lighting, and stated that the owner would accept certain conditions regarding use and lighting that he felt would mitigate anticipated detrimental impacts and address comments made by neighbors.

In regards to the pre-development conditions for steep slope and vegetation issues, the applicant repeatedly offered to provide more information as needed. When one commissioner expressed support for denying the permit until the applicant worked more with staff and provided more information, the applicant responded that "the applicant would be happy to provide the additional information and rather than going through the process of handling a denial, they would like to provide that information to the Commission. [Applicant] suggested a continuance would be preferable."

Despite the request for more time to provide information that the Commission felt it was lacking, Planning Staff expressed its opinion that while more information could be helpful, even with additional information, Staff would likely still recommend denial. This appears to be, in part, due to the conclusion that the plat restricted any development outside of the building pad area, but also due to questions of whether the applicant could adequately mitigate the loss of vegetation and issues of drainage due to the amount of impervious surface and other landscaping added.

The Planning Commission therefore moved forward with denying the application. A July 20, 2022 denial letter issued by the Planning Commission listed 17 findings of fact to support its conclusions that the conditional use permit was not consistent with the conditional use standards in the Code.

These findings are distilled into two primary reasons for denial: (1) that the as-built conditions, including placement of structures like the sports court outside of the building pad area depicted on the plat violated original plat restrictions, and could not therefore be brought into compliance, and (2) the application does not meet the Code's conditional use review process "due to a lack of information submitted regarding screening and landscaping, compatibility with surrounding structures, potential noise, lighting, environmentally sensitive lands, steep slopes, and appropriateness of the proposed Structure to the existing topography of the Site."

Aerie contends that the City's provided reasons for denial are legally insufficient, and that the Planning Commission therefore unlawfully denied Aerie's conditional use permit application. Accordingly, Aerie has submitted a Request for Advisory Opinion to this Office asking us to determine whether the denial was lawful.

ANALYSIS

Utah's Land Use, Development, and Management Act (LUDMA), as applied to municipalities, provides that a court "shall presume that a final land use decision of a land use authority or an appeal authority is valid unless the land use decision is . . . arbitrary and capricious; or . . . illegal." UTAH CODE § 10-9a-801(3)(b).

In its Request for Advisory Opinion, Aerie asserts the City's land use authority—the Planning Commission—erred in denying Aerie's conditional use permit application for four primary

reasons. Namely, Aerie alleges, first, that the Commission improperly denied the application "for a lack of information," instead of identifying detrimental effects and determining whether the effects could be mitigated. Second, Aerie alleges that the Commission was legally wrong in concluding that subdivision plat prohibits development of the proposed sports court outside of the platted building pad lines. Third, Aerie argues that the Commission incorrectly determined the sports court was constructed within fifty feet of a Very Steep Slope. Fourth, and finally, Aerie argues that the Commission improperly relied on aspirational or subjective provisions of the City's general plan to deny the application.

We will address each concern, but as discussed below, we conclude that the Planning Commission erred in its interpretation that the plat restricted the proposed development, and that the development activity violated steep slope standards. Without these two reasons as independent bases for denial, the Commission likewise erred in taking final action to deny the conditional use application without the information it felt it needed to make required findings under its conditional use standards. We conclude that the reasons stated as the basis for denial in the City's final action letter were affected by unknowns that the City acknowledges could be cleared up by additional information by the application. The Commission therefore should have continued the matter, as was preferred by the applicant, before attempting to conclude that the application did not conform to applicable standards.

I. Aerie's Proposed Development Activity Does Not Violate Internal Lot Restrictions

A land use application is entitled to substantive review under the land use regulations in effect at the time of application. UTAH CODE § 10-9a-509(1)(a). However, an application must also comply with applicable land use decisions and development standards, *see id.*, which may include "internal lot restrictions," defined as a "platted note, platted demarcation, or platted designation that . . . runs with the land; and creates a restriction . . . [or] designates a development condition that is enclosed within the perimeter of a lot described on the plat." *Id.* § 10-9a-103(27).

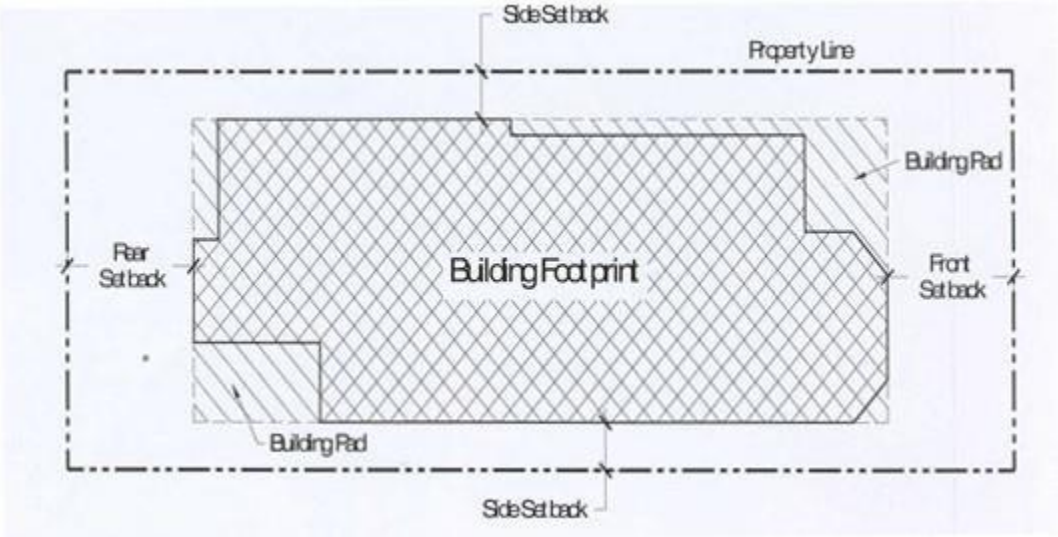
Here, the 1993 Hearthstone Subdivision plat that created the Aerie lot depicts, on each lot of the subdivision, a designated area labeled "90' x 90' BUILDING PAD".

Relevant for our purposes, the City's current version of the Code defines the following terms:

> **STRUCTURE**. Anything constructed, the Use of which requires a fixed location on or in the ground, or attached to something having a fixed location on the ground and which imposes an impervious material on or above the ground; definition includes "Building".
>
> **BUILDING ENVELOPE**. The Building Pad, Building Footprint, and Height restrictions that defines the maximum Building Envelope in which all Development must occur.
>
> **BUILDING FOOTPRINT**. The total Area of the foundation of the Structure, or the furthest exterior wall of the Structure projected to Natural Grade, not including exterior stairs, patios, decks and Accessory Buildings listed on the Park

City Historic Structures Inventory that are not expanded, enlarged or incorporated into the Main Building.

BUILDING PAD. The exclusive Area, as defined by the Setbacks, in which the entire Building Footprint may be located. See the following example; also see Limits of Disturbance.



LIMITS OF DISTURBANCE. The designated Area in which all Construction Activity must be contained.

CONSTRUCTION ACTIVITY. All Grading, excavation, construction, Grubbing, mining, or other Development Activity which disturbs or changes the natural vegetation, Grade, or any existing Structure, or the act of adding an addition to an existing Structure, or the erection of a new principal or Accessory Structure on a Lot or Property.

LAND MANAGEMENT CODE (LMC) § 15-15-1.

The City concludes that the proposed sports court is a "structure" under the Code, and that demarcation of "building pad" on the subdivision plat, consistent with that term's meaning and other related terms as currently defined in the Code, is intended to effectively act as the lot's definitive building envelope, meaning that the plat restricts any type of development activity outside of the depicted building pad area, and since the Aerie lot has been improved with a primary structure that effectively utilized the entirety of this building pad area, the City concludes that the plat prospectively prohibits any further development of a structure on the Aerie lot, including the proposed sports court. Aerie concludes, to the contrary, that the building pad plat restriction applies only to the primary structure, and does not proscribe other development activity on the lot.

Our Office is not aware of any Utah appellate decision that directly addresses the proper interpretation of plat notes, specifically. However, Utah recognizes the basic legal concept that when "lands are granted according to an official plat of a survey, the plat itself, with all its notes, lines, descriptions and landmarks, becomes as much a part of the grant or deed by which they are

conveyed, and controls so far as limits are concerned, as if such descriptive features were written out on the face of the deed or grant itself." *Barbizon of Utah v. Gen. Oil Co.*, 24 Utah 2d 321, 323, 471 P.2d 148 (Utah 1970).

As such, Utah Courts construe deeds "like other written instruments, and . . . employ all appropriate tools of construction to arrive at the best interpretation of its language . . . [to] determine the parties' intent from the plain language of the four corners of the deed." *Keith v. Mt. Resorts Dev., L.L.C.*, 2014 UT 32, ¶ 21. However, a deed is ambiguous "if the parties have both advanced a tenable interpretation of the language," in which case extrinsic evidence may be used "to illuminate the intent of the parties." *RHN Corp. v. Veibell*, 2004 UT 60, ¶ 40. Beyond this, any remaining doubts regarding "uncertain or ambiguous restrictions" are to be resolved "in favor of the free and unrestricted use of property." *Freeman v. Gee*, 18 Utah 2d 339, 345, 423 P.2d 155 (Utah 1967).

Here, other than the depicted building pad areas, the plat does not otherwise contain any notes defining building pad and/or limits of disturbance. Therefore, both parties advance tenable interpretations of the subdivision plat's depiction of "building pad" on the Aerie lot, in that it either means a limitation on all development activity for the lot, or else reflects a limitation on the primary structure only. To resolve this ambiguity, then, both parties urge us to look at the legislative history of the master planned development approval. We agree with this approach that the "legislative history" of the plat—meaning the stated conditions of the master planned development approval itself as well as the applicable land use ordinances in effect at the time—would be appropriate extrinsic evidence to illuminate the intent of the parties to the plat.

The City approved the master planned development on June 17, 1993. A Sketch and Preliminary plat were approved on September 8, 1993, and the final subdivision plat for the Hearthstone Subdivision was later approved on October 7, 1993. A revised plat was later approved on April 21, 1994, which reduced the 12-lot subdivision to ten lots. The revised plat was approved and recorded in June of 1994, and the parties have proffered that the 1994 version of the Land Management Code reflects the relevant version of land use ordinances applicable to the approved subdivision plat that we should consider.

The master planned development conditions of approval stated that the "plat shall contain notes regarding . . . limits of disturbance as specified at the time of final plat approval." It also stated that "Limitations on landscaping and irrigation shall be defined at the time of final plat," and further provided that "Structures built in the [subdivision] shall be limited by a maximum house size of up to 6,000 square feet."

Both parties acknowledge that the final plat approval and subsequently recorded plat did not address any separate limits of disturbance or limits on landscaping. The City concludes that this absence establishes that the "building pad" plat designation is intended as a restriction to limit construction activity on each lot to minimize impact to steep slopes and significant vegetation. Aerie alleges, however, that the master planned development approval contemplated a limit of disturbance to ensure each lot contained opens space, but that by the time of final plat approval, the "plan had changed so that the developer was going to dedicate an entire lot to open space thereby negating the need for open space on each individual lot," which is alleged to be why the limitation of disturbance was not included on the plat.

We conclude that the building pad depiction on the plat was intended to regulate the construction activity of the primary structure, only, and not to serve as a prospective restriction on further development activity on the rest of the lot for other kinds of lot improvements such as the sports court in question. The applicable regulations at the time did provide a way to clearly impose the kind of prospective development restrictions the City has in mind, but would have employed platted definitions, easements, covenants to more clearly and effectively restrict the proscribed activity. Since these tools were not used, we decline to conclude any such prohibitions now exist.

The 1994 Code provided that "Building sites or envelopes shall be designed which minimize disturbance of existing vegetation. In designating building envelopes, consideration should be given to minimum separations between structures." *Id.* § 15.4.2(b) (1994). While the 1994 Code does not have an enacted definition for "building sites" or "building envelope," it is clear that the code nevertheless adheres to the traditional concept of building envelope and buildable area, in that required yard setbacks establish the total outer limits of where a building "site" or "area" may be built in relation to the lot's respective property lines. *See*, "Setback," *id*. ("The distance between a building and the street line or road right-of-way, or nearest property line thereto."); *See also*, "Yard," *id.* ("A required space on a lot other than a court, unoccupied and *unobstructed by buildings* from the ground upward . . .") (emphasis added).

The City's subdivision ordinances at the time provide, for all subdivisions, and not just master planned developments,[1] that "a separate plan which addresses limits of disturbance and vegetation protection *during construction* and revegetation of disturbed areas will be required." *Id.* § 15.4.1(m) (1994) (emphasis added). However, this required disturbance plan does not appear to equate to requiring designations on the plat itself, unless "staff determines that there is significant vegetation on the site or if it is important to *clearly designate future building locations*," in which case "Limits of disturbance or building pad lines shall be shown on the preliminary and final plats." *Id.* § 15.4.2(d) (1994) (emphasis added). However, the code requires that "Limits of disturbance or building pad lines *with definitions as approved by the staff* must be reflected on the final plat." *Id.* (1994) (emphasis added). Without any accompanying definitions that would have clearly acted as a prospective restriction on any development activity, according to the provisions cited above, we are left to conclude that the intention would have been nothing more than to designate the location of the "Main Building," *See*, LMC § 2.1 (1994), in order to protect existing vegetation *during construction*. Should the intention have been to limit any future development activity beyond the building pad, including for landscaping and other lot improvements, the final subdivision plat requirements direct that any such self-imposed restrictions, reservations, easements, or covenants, should be clearly restricted on the plat. See, *id.* §§ 15.5.2, 15.5.3, 15.5.4 (1994).

In other words, the 1994 ordinances allowed the City to impose building pad lines as a plat restriction to define a specific building envelope within the total buildable area of the lot as defined by setbacks, if there was a specific need to protect significant vegetation or designate future building locations. Those plat restrictions could have included easements, reservations, covenants, or specific definitions had the intention been for the building pad to include permanent landscaping

[1] The code's master plan development provisions simply repeat these same standards—applicable to all subdivisions—to master planned developments, without any significant alteration. *See,* LMC § 10.9(k) (1994).

or improvement restrictions. However, in absence of any specific definition on the plat or explanation of any reservation or easement, the ordinances at the time evidence that the parties' intention in depicting "building pad" on the 1993 subdivision lots was merely to designate where the principal residential structure should go, and would not have prohibited future development of other lot improvements. *See*, *id.* §§ 8.14, 8.15 (1994).

We therefore conclude that whereas no defined development restrictions are reflected on the plat, and in resolving doubts in favor of the free and unrestricted use of property, the "building pad" plat note does not restrict the development of a sports court on the lot areas outside of the building pad area.

II. The Commission's Finding that the as-built conditions Violated the City's Steep Slope Regulations is Not Supported by the Record.

The City's staff report identifies that the Aerie property is subject to the "Sensitive Land Overlay," or "SLO." The Code's "Sensitive Lands Regulations – Slope Protection" provisions state the following prohibition: "No Development is allowed on or within fifty feet (50'), map distance, of Very Steep Slopes." LMC § 15-2.21-4 (2007).[2]

This is an objective development standard for which noncompliance would be an independent basis for denial. However, we conclude that the Commission's finding that this provision is violated by the development activity is not supported by the record, as it actively conflicts with the Commission's other findings that slopes could not be determined without more information on the site's pre-development condition.

In the City's final action letter, the very first reason provided as basis for the Commission's denial is that "The subject property contains Steep Slopes and Very Steep Slopes, which have been disturbed and terraced to accommodate the Recreation Facility." However, the Commission also found that the submitted slope map and vegetative cover map were reflective of post-development conditions, and that because of this, "staff is unable to verify . . . in what areas development was placed within 50' of Very Steep Slopes." The Commission went on to conclude that, according to the post-development conditions slope map, much of the new development is currently within 50' of Very Steep Slopes.

The Commission's findings acknowledge that it is the *pre-development* conditions that would determine compliance with the Code's regulations on Very Steep Slopes. Indeed, the staff report suggested that the applicant could resubmit by providing additional analysis of pre-development conditions, including identifying areas of Steep Slopes, Very Steep Slopes, and Significant Vegetation. Therefore, the Commission's finding that Very Steep Slopes have been disturbed is undermined by its other finding that slopes could not be determined, and is therefore not supported by the record.

III. Final Action on Conditional Use Applications Must Be Supported by Substantial Evidence; The Substantive Review Process Allows for Obtaining Additional

[2] We note that since the time of Aerie's application, this section has more recently been amended. We therefore cite to the last version of this section of the LMC that was in effect at the time of application.

Necessary Information before Decision-making, and the City's Code Suggests that the Planning Commission Should Have Continued the Matter per Aerie's Request

Aerie alleges that the City erred in denying the conditional use permit by finding that it "lacked information to determine compliance with screening and landscaping, lighting, noise, sensitive lands, and steep slope requirements." Aerie argues that state law requires that in order to deny a conditional use application, the City must (1) make findings of detrimental effects anticipated by the proposed use, and (2) find that the reasonably anticipated detrimental effects "cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards." *See*, UTAH CODE § 10-9a-507(2)(c).

Aerie argues that in denying the application for insufficient information, the City effectively "dodged its duties" to make findings to support either an approval or denial of the conditional use application by substantial evidence.

We note, briefly, that had there been an independent objective basis for denial—such as the violation of plat restrictions on development or noncompliance with some other development standard such as the steep slope regulations—a decision denying the application would not have been in error even without required conditional use findings, because such development restrictions or code compliance issues are not something that can be "mitigated" by condition. However, because we have concluded that the plat imposed no development restriction, and the City's finding regarding steep slope violations was not supported by the record, the City's denial must otherwise stand on the basis of its review of the proposed conditional use according to its enacted standards.

Utah law has made clear that the approval or denial of a conditional use application is an administrative decision that must be supported by substantial evidence. *McElhaney v. City of Moab*, 2017 UT 65, ¶ 27. Substantial evidence requires findings of fact, and the failure to produce findings, generally, is a "fatal flaw" that renders a decision arbitrary and capricious. *N. Monticello All. LLC v. San Juan Cty.*, 2023 UT App 18, ¶ 17. The reason for requiring findings to support an administrative decision is "to permit meaningful appellate review" by "inform[ing] the parties of the basis of the administrative agency's decision such that the parties knew why the agency ruled the way it did." *Staker v. Town of Springdale*, 2020 UT App 174, ¶ 40 (cleaned up).

Here, the City's denial was, in fact, memorialized in a written final action letter that listed a total of 17 findings of fact. The City's enacted conditional use standards require the City to conclude that the "Application complies with all requirements of this LMC," and that the "Use will be Compatible with surrounding Structures in Use, scale, mass, and circulation," and that "the effects of any differences in Use or scale have been mitigated through careful planning." LMC § 15-1-10(D). To reach this conclusion, the Code provides a list of 16 items which the City "must review . . . when considering whether or not the proposed Conditional Use mitigates impacts of and addresses the [listed] items." *Id*. § 15-1-10(E).

In the final action letter, the Planning Commission found that the application "does not meet Land Management Code, Section 15-1-10, *Conditional Use Review Process*, due to a lack of information submitted regarding screening and landscaping, compatibility with surrounding structures,

potential noise, lighting, environmentally sensitive lands, steep slopes, and appropriateness of the proposed Structure to existing topography of the Site." (emphasis in original). The City cited to five of the 16 required review criteria it found as having "not been sufficiently addressed"—namely, Subsections (E)(7), (E)(8), (E)(11), (E)(12), and (E)(15). In substance, the Planning Commission is effectively saying: *we didn't have enough information to make the findings we were required to.* This is an outcome that should not occur if LUDMA is followed correctly.

LUDMA anticipates that a municipality's application process for land use approvals will entail "specific, objective, ordinance-based application requirement[s]." *See*, UTAH CODE § 10-9a-509.5(1). In which case, the applicant bears the initial burden to present a complete land use application according to the ordinance-based application requirements. However, once an application is submitted, as it is ultimately the land use authority that must support its administrative decision with substantial evidence in the record, the burden effectively shifts to the municipality to ensure it has all of the information needed before it moves that matter forward for decision. Namely, LUDMA explicitly requires a city, upon receiving an application to (1) "in a timely manner," determine the application is complete, and then (2) substantively review a complete application and approve or deny "with reasonable diligence." *Id.* § 10-9a-509.5(1)-(2).

This initial review as to form, and subsequent substantive review, is the process by which a city is able to ensure that there is enough evidence in the record from which to make findings to avoid arbitrary and capricious decisions. It is often the case that an application may be "red-lined" and returned to the applicant with requests for additional or clarifying information, before the application proceeds further. In the separate context of subdivision approval, this back-and-forth process was recently defined in LUDMA as a "review cycle,"[3] in which case there may be several rounds.

Throughout the application process, after the application is submitted, it is generally the city who is at the helm as to whether the application is moving forward; in deeming it complete or sending back to the applicant, and then forwarding it on to the designated land use authority, and scheduling the application as an item on the public agenda for formal consideration and action. In that regard, we generally agree with Aerie's proposition that a land use authority has not "work[ed] within the statutorily required framework" to the extent that *the land use authority has decided* to take final action on an application without sufficient information to make required findings.

However, LUDMA does provide a circumstance under which *the applicant* may take control of whether to move the application forward for final action. After a reasonable period of time to allow the land use authority to consider an application, the applicant may in writing request final action on the application within 45 days from the request. *See*, UTAH CODE § 10-9a-509.5(2)(b). If the effect of the request is to cut short any routine review cycle that would otherwise have produced more information for the record, the request under Section 509.5(2)(b) might be appropriately

[3] Section 10-9a-604.2 provides that, as used in that section: "'Review cycle' means the occurrence of:
(i) the applicant's submittal of a complete subdivision land use application;
(ii) the municipality's review of that subdivision land use application;
(iii) the municipality's response to that subdivision land use application, in accordance with this section; and
(iv) the applicant's reply to the municipality's response that addresses each of the municipality's required modifications or requests for additional information."

characterized as "proceed at your own risk" when it comes to compelling the land use authority to take final action on an application with only the information submitted to that point. Under those circumstances, we agree that a "lack of information" necessary to support findings required by conditional use standards would be a valid basis for denial. However, we do not feel those circumstances are present here, as although the applicant made an initial demand for final decision, that demand was on a separate land use application and it was ultimately the City who moved forward with final action on this CUP despite the applicant's request for a continuance.

The staff report for the Aerie application reflects that the applicant did, in fact, make a demand for final action under Section 509.5(2)(b), albeit for the specific Administrative CUP for proposed retaining walls, and not for the Private Recreation Facility CUP. Staff suggested, however, that a decision on the conditional use application for the sports court use was necessary before proceeding further with the other Administrative CUP. At the hearing, in response to a commissioner's question as to why the retaining wall Administrative CUP would not be heard first, the applicant responded that they wanted it first, but were deferential.

Over the course of the hearing, the general lack of necessary information was discussed, and the applicant expressed its preference for a continuance to provide the information requested. However, the Planning Commission moved forward with its decision to deny.

The Code provides that a public hearing is required for a conditional use application. LMC § 15-1-10(C). The Code also addresses an applicant's request for continuance for an item scheduled for public hearings, which gives staff the authority to continue if requested five days in advance, or, otherwise, the Planning Commission "will determine if there is a sufficient reason to continue the item on the scheduled date." *Id.* § 15-1-12.5.

LUDMA requires a land use authority to make findings of detrimental effects according to its conditional use standards, as well as the potential mitigation of those identified effects by condition. The land use authority must "approve or deny" the application, *See* UTAH CODE § 10-9a-509.5(2)(a), and support the decision with substantial evidence in the record. A lack of sufficient information to evaluate the listed items the City "must review" under its conditional use standards, s*ee,* LMC § 15-1-10(E), is more than a "sufficient reason to continue" a conditional use matter to avoid arbitrary and capricious decision-making.

We recognize that, apart from insufficient information, the Planning Commission felt it had other independent bases for denial, which may have contributed to its decision not to continue the application for more information. But since we find the Commission's conclusion regarding plat restrictions to have been in error, then taking final action on the basis of insufficient information, alone, was contrary to both state law and local ordinance that directed that the matter should have been continued.

IV. Remaining Findings According to the City's Conditional Use Review Must be Revisited to Consider Proper Plat Interpretation and Additional Necessary Information.

Other than the Commission's findings regarding plat note restrictions, steep slope noncompliance, and insufficient information for five of the 16 required conditional use review criteria, the Commission did make other affirmative findings under its conditional use review criteria to support its denial. For example, the Commission found as follows:

> *[11]c. The proposed resized sports court adds approximately 2,085 square feet of impervious surfaces to the site. This is not adequately mitigated in the applicant's proposal, as they have only shown new proposed vegetation uphill of the court and proposed to retain a hardscape flagstone patio and artificial turf lawn downhill of the court.*
> *[11]d. The amount of disturbed and landscaped areas outside of the Building Pad is not consistent with other properties in the Overlook at Old Town subdivision.*
> *...*
> *16. The proposal is not consistent with the General Plan, as it allows for disturbance of Sensitive Lands without adequate mitigation.*
>
> *a. The property is located in the Masonic Hill neighborhood of the General Plan. The property is noted as having slopes that exceed 30 degrees. The General Plan identifies Masonic Hill as a "natural conservation neighborhood", with it also denoted as "Critical Area for Protection and Conservation". The General Plan stresses that, "the aesthetic of the Masonic Hill Neighborhood should be preserved".*
>
> *b. These elements are described in Goal 4 of the General Plan, Open Space, and Objective 4D emphasizes to minimize further land disturbance and conservation or remaining undisturbed land areas to development to minimize the effects on neighborhoods.*

As to finding 16, we note that Aerie's final contention had been that the Commission improperly relied on aspirational or subjective provisions of the City's general plan to deny the application. While we ultimately conclude that the Commission's findings must be revisited, we fundamentally disagree that the Commission's finding number 16 regarding the general plan, above, is somehow irrelevant or that the Commission "relied" on this finding to support its denial.

The final item on the Code's listed required review items for conditional use review states "reviewed for consistency with the goals and objectives of the Park City General Plan," however, the Code itself qualifies this item by further stating that "such review for consistency shall not alone be binding." LMC § 15-1-10(E)(16). It is clear, then, that this final required review item cannot be used as a sole item of noncompliance to support the denial of a conditional use permit under the Code. We find this to be consistent with state law in that the general plan, as typically expressing a statement of policy, may "provide guidance to the reader as to how the [zoning ordinance] should be enforced and interpreted, but [is not] not a substantive part of the statute." *See, Price Development Co. v. Orem City*, 2000 UT 26, ¶ 6. We nevertheless find the review item relevant as framing the nature of the detrimental effects to be found under the Code's other required review items, as well as providing guidance as to what conditions may or may not be considered reasonable to achieve compliance with the Code's stated goals and requirements.

The problem here, however, is the relation of the Code's required review items to the Commission's findings that it had insufficient information to determine compliance. We find that each of these remaining findings, 11(c), 11(d), 16(a), and 16(b), all suffer, to some extent, on the erroneous findings discussed herein, or to the Commission's other findings that it had insufficient information to determine compliance, and should be revisited on the premise that plat does not restrict development activity of a sports court outside of the building pad, and only after receiving additional information regarding the pre-development condition of the property in order to determine the actual impacts of the previous land disturbance and development activity, as proposed.

For example, 11(c) and 11(d)'s findings that the proposal adds additional impervious surface without adequate mitigation and that the amount of disturbed and landscaped areas outside of the Building Pad is inconsist with other properties in the subdivision, both appear to relate to required review items that the Commission already found were lacking in information to determine compliance, such items (E)(8), "Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots," item (E)(11), "physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing," and item (E)(15), "within and adjoining the Site, Environmental 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." LMC § 15-1-10(E). The same can also be said for the findings under 16(a) and 16(b).

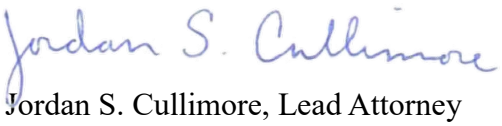
In other words, these remaining findings—similar to the findings on steep slopes—are undermined by the Commission's other findings that it had insufficient information to determine compliance. The Commission must make findings that are definitive and based upon adequate information. Therefore, the Commission should revisit its findings with the proper legal analysis and upon the additional information identified as necessary for determining compliance.

We note, finally, that the Staff had signaled to the Commission that, even with additional information, a denial might still be recommended due to questions of whether the applicant could adequately mitigate the loss of vegetation and issues of drainage due to the amount of impervious surface and other landscaping added. That may very well continue to be the case once the Commission reviews the application upon proper supporting information, however, the Commission must nevertheless make the attempt, and definitively support its findings upon proper information, which includes not only findings of detrimental effects according to its standards, but also specific findings as to whether "reasonable conditions are proposed, *or can be imposed*, to mitigate" those effects to achieve compliance. UTAH CODE § 10-9a-507(2)(a) (emphasis added).

CONCLUSION

The Planning Commission's basis for denying Aerie's conditional use application because it determined that the plat prohibited further development on the lot was in error. The Commission further erred by taking final action to deny the application due to lack of sufficient information when the applicant had requested a continuance to provide additional information requested by Staff and the Commission. The Planning Commission should reconsider the application in light of

a proper interpretation of the plat, and upon receiving the additional information identified as necessary in order to make required findings according to the City's conditional use review process. This must not only include findings of reasonably anticipated detrimental effects, but also findings as to whether those effects can be substantially mitigated by reasonable conditions to achieve compliance with the City's enacted standards.



Jordan S. Cullimore, Lead Attorney
Office of the Property Rights Ombudsman

NOTE:

This is an advisory opinion as defined in Section 13-43-205 of the Utah Code. It does not constitute legal advice, and is not to be construed as reflecting the opinions or policy of the State of Utah or the Department of Commerce. The opinions expressed are arrived at based on a summary review of the factual situation involved in this specific matter, and may or may not reflect the opinion that might be expressed in another matter where the facts and circumstances are different or where the relevant law may have changed.

While the author is an attorney and has prepared this opinion in light of his understanding of the relevant law, he does not represent anyone involved in this matter. Anyone with an interest in these issues who must protect that interest should seek the advice of his or her own legal counsel and not rely on this document as a definitive statement of how to protect or advance his interest.

An advisory opinion issued by the Office of the Property Rights Ombudsman is not binding on any party to a dispute involving land use law. If the same issue that is the subject of an advisory opinion is listed as a cause of action in litigation, and that cause of action is litigated on the same facts and circumstances and is resolved consistent with the advisory opinion, the substantially prevailing party on that cause of action may collect reasonable attorney fees and court costs pertaining to the development of that cause of action from the date of the delivery of the advisory opinion to the date of the court's resolution. Additionally, a civil penalty may also be available if the court finds that the opposing party—if either a land use applicant or a government entity—knowingly and intentionally violated the law governing that cause of action.

Evidence of a review by the Office of the Property Rights Ombudsman and the opinions, writings, findings, and determinations of the Office of the Property Rights Ombudsman are not admissible as evidence in a judicial action, except in small claims court, a judicial review of arbitration, or in determining costs and legal fees as explained above.

The Advisory Opinion process is an alternative dispute resolution process. Advisory Opinions are intended to assist parties to resolve disputes and avoid litigation. All of the statutory procedures in place for Advisory Opinions, as well as the internal policies of the Office of the Property Rights Ombudsman, are designed to maximize the opportunity to resolve disputes in a friendly and mutually beneficial manner. The Advisory Opinion attorney fees and civil penalty provisions, found in Section 13-43-206 of the Utah Code, are also designed to encourage dispute resolution. By statute they are awarded in very narrow circumstances, and even if those circumstances are met, the judge maintains discretion regarding whether to award them.

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Planning Department

March 19, 2024

Wade Budge
15 West South Temple
Suite 1200
Salt Lake City, UT 84101
(801) 257-1900

CC: Gary Sutton/1115 Aerie, LLC

NOTICE OF APPEAL PANEL ACTION

Description

Address:	1115 Aerie Drive
Zoning District:	Estate Sensitive Land Overlay
Application:	Appeal of Conditional Use Permit
Project Number:	PL-21-05101 – Conditional Use Permit PL-22-05329 – Appeal
Action:	GRANTED IN PART, REMANDED IN PART
Date of Final Action:	March 4, 2024
Project Summary:	The Applicant appealed the Planning Commission's denial of a Private Recreation Facility Conditional Use Permit.

Action Taken

On March 4, 2024, the Appeal Panel conducted a public hearing and granted in part and remanded in part to the Planning Commission a Conditional Use Permit for a Private Recreation Facility (sports court) based on the following Findings of Fact and Conclusions of Law:

Findings of Fact

1. The Property is located at 1115 Aerie Drive, Lot 8 of the Overlook at Old Town Subdivision (formerly known as The Hearthstone Subdivision), in the Estate Zoning District and the Sensitive Land Overlay.
2. Land Management Code § 15-2.10-2 requires a Conditional Use Permit (CUP) for Private Recreation Facilities.

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3. Land Management Code Section 15-15-1 defines a Private Recreation Facility as, “Recreation Facilities operated on private Property and not open to the general public, including Recreation Facilities such as swimming pools, tennis courts, outdoor Pickleball Courts, and similar facilities for the Use by Owners and guests.”
4. On December 20, 2021, the Applicant submitted a CUP application for a Private Recreation Facility (sports court) that was constructed without proper approvals or permits and was built into setbacks and outside of the existing Building Pad indicated on the Hearthstone Subdivision Plat, crossing property lines. The Applicant proposed to modify the constructed sports court by reducing its size from 4,795 square feet to 2,085 square feet to comply with setbacks and completing the review and permitting process for the construction of the sports court.
5. On July 13, 2022, the Planning Commission reviewed the Private Recreation Facility CUP, held a public hearing, and denied the CUP as outlined in the Final Action Letter, finding that (a) the Development is not compatible with prior land use approvals, including the approved Master Planned Development (MPD) and Final Plat; (b) the application lacked information regarding the CUP requirements for screening and landscaping, compatibility with surrounding Structures, noise, lighting, Sensitive Lands, and Steep Slopes; and, (c) the proposal is inconsistent with the General Plan.
6. The Overlook at Old Town Subdivision was approved in 1993. Each lot has a 90-foot by 90-foot Building Pad designated for constructing a Single-Family Dwelling. Some variety was established within the Front Setback of each Building Pad.
7. The subdivision was part of the settlement agreement between Park City and Nielson/Kolthoff and is subject to a small-scale Master Planned Development (MPD).
8. On June 17, 1993, the City Council overturned the Planning Commission’s denial of the MPD and approved a 12 Lot MPD.
9. Condition of Approval 3 of the City Council’s 1993 small-scale MPD approval says, “The plat shall contain notes regarding stormwater requirements and consideration, wintertime travel restrictions (one-way road), and limits of disturbance as specified at the time of final plat approval.”
10. Condition of Approval 8 of the City Council’s 1993 small-scale MPD approval says, “Limitations on landscaping and irrigation shall be defined at the time of final plat.”
11. On August 25, 1993, the Planning Commission reviewed the Preliminary Plat and acknowledged that the limits on landscaping are greater than the Limits of Disturbance.

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12. On September 8, 1993, the Planning Commission approved a Sketch and Preliminary Plat.
13. On October 4, 1993, the Planning Commission approved the final plat and did not specify the Limits of Disturbance.
14. On October 17, 1993, the City Council approved the Final Plat for the Overlook at Old Town.
15. On April 13, 1994, the Planning Commission reviewed and forwarded a positive recommendation to the City Council for a Plat Amendment to reduce the Subdivision to ten Lots.
16. On April 21, 1994, the City Council approved the Plat Amendment but did not define Limits of Disturbance.
17. On November 10, 1998, the City issued Building Permit B98-04301 to construct a Single-Family Dwelling on Lot 8 (1115 Aerie Drive).
18. On May 20, 1999, the City issued Building Permit B99-04788 to construct a retaining wall with a maximum height of four feet on the property and outside the building pad.
19. On October 17, 2016, the City issued Grading Permit GR-16-13414 to allow work on the existing retaining wall in the Front Setback immediately adjacent to the driveway at 1115 Aerie Drive.
20. On January 21, 2021, a landscaping company, on behalf of the Applicant and Property Owner, applied for a Grading/Landscaping Permit (#21-122) to replace three retaining walls, not to exceed four feet in height, at the northeast corner of the property. In the notes approving the permit, Building Department Staff noted that walls greater than four feet require engineered plans, that the scope of the permit is limited to the construction of the walls as proposed, and that the addition of any patios require a separate Building Permit. Planning Department Staff noted that retaining walls must be set back ten feet from the curb to avoid encroaching into the platted ten-foot Public Snow Storage Easement adjacent to Aerie Drive. Planning Staff also noted that all disturbed areas must be re-vegetated, and no Significant Vegetation was approved to be removed.
21. On December 20, 2021, the Applicant's representative submitted two land use applications to the Planning Department: An Administrative CUP for retaining walls greater than six feet in height from Final Grade and a CUP for the sports court (a Private Recreation Facility).
22. The Applicant's CUP proposal was to reduce the size of the sports court from 4,765 square feet to 2,085 square feet to comply with required setback standards.
23. On March 15, 2022, the Applicant submitted a land use application to amend the Plat to adjust Lot Lines and to expand the platted Limits of Disturbance.

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24. On June 6, 2022, the Applicant requested to move forward with the Administrative CUP for the six-foot-tall retaining walls and the CUP for a sports court. Consequently, the Applicant deferred the Plat Amendment application until action was taken on the Administrative CUP and CUP applications.
25. On July 13, 2022, the Planning Commission reviewed the CUP application for a sports court and denied the application. A summary of the Planning Commission's conclusions are outlined in the March 4, 2024, Staff Report.
26. On August 1, 2022, the Applicant filed an appeal of the Planning Commission's denial of the CUP. The appeal arguments are summarized in the March 4, 2024, Staff Report.
27. On August 11, 2022, the Planning Director, with the Applicant's approval, continued the Administrative CUP review of the proposed retaining walls to a date to be determined due to the appeal of the denial of the CUP for a Private Recreation Facility. Final action is still pending on the Administrative CUP for the retaining walls.
28. The Applicant requested the appeal be placed on hold and asked the Utah Property Rights Ombudsman to issue an advisory opinion on the Planning Commission's denial of the CUP.
29. On November 16, 2023, the Utah Property Rights Ombudsman issued an Advisory Opinion. See Exhibit H to the Staff Report dated March 4, 2024.
30. The Applicant has met their burden of proving that the Planning Commission erred in denying the Conditional Use Permit (Land Management Code § 15-1-18(G)).
31. The Appeal Panel hereby finds:
    a. The Building Pad note does not prohibit development of a sports court outside of its area.
    b. New information has been presented and should be reviewed by the Commission regarding the Steep Slope determination(s) and potential mitigation of any adverse impacts reasonably anticipated from the proposed use.
    c. The Planning Commission should determine whether conditions proposed by the Applicant regarding lighting, noise, and screening reasonably mitigate the detrimental impacts and proposed use.
    d. The Property, situated in the Hearthstone Subdivision, was subject to a Master Planned Development approval by Park City in 1993, which included conditions on landscaping and disturbance limits. However, when the Final Subdivision Plat was approved, it lacked these mandated restrictions and only included Building Pads for each lot. Despite the distinction between Building Pads and Areas of Disturbance in Park City's Land Management Code, the Planning Commission erroneously

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mandated all improvements, including a sports court, be confined to the Building Pad. Such an interpretation is inconsistent with prior and current building permitting on the property, past permitting in the Subdivision, and any ambiguity should be resolved in favor of the property owner. The Planning Commission erroneously denied the application based on speculative reasoning regarding the sports court's proximity to Steep Slopes. This decision was unsupported by adequate evidence and relied on insufficient post-development maps.

e. While municipalities may adopt land use ordinances with Conditional Use provisions tied to objective standards, the Planning Commission's reliance on subjective statements from the General Plan lacked an objective basis.
f. The Commission's Finding that the as-built conditions violated the City's Steep Slope Regulations is not supported by the record.
    i. The Planning Commission cited disturbed Steep and Very Steep Slopes as a reason for denial but could not verify the placement of development relative to these slopes due to lack of pre-development information.
    ii. The Planning Commission acknowledges that pre-development conditions determine compliance with slope regulations, and their findings are undermined by the lack of this information.
    iii. However, the applicant has since submitted new information unavailable to the Planning Commission, and the Commission should have an opportunity to analyze the report rather than have this body, for the first time, implement a land use determination.
g. The remaining findings of the City's Conditional Use review must be revisited consistent with the Appeal Panel's determinations and the additional information provided by the Applicant.

32. All members of the Appeal Panel reviewed this Final Action Letter prior to the Chair's execution.
33. Staff published notice on the City's and Utah Public Notice websites and posted notice to the property on February 14, 2024. Staff mailed courtesy notice to property owners within 300 feet on February 15, 2024. The *Park Record* published courtesy notice on February 17, 2024.

Conclusions of Law

1. The Planning Commission erred in the application of the Building Pad plat restriction beyond the primary residential Structure; the plat note does not prohibit development of a sports court outside of its area.
2. The Planning Commission erred by taking final action to deny the application rather than granting a continuance to consider information necessary to make the necessary determination under the applicable standards.

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Order: The Appeal Panel hereby: (i) grants the appeal in part and remands the matter in part back to the Planning Commission with direction to make Findings regarding whether reasonable conditions may be imposed to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards and Land Management Code § 15-1-18; and (ii) the Applicant shall submit the additional information provided at the March 4, 2024, hearing for Planning Commission review regarding the necessary Steep Slope determinations and mitigation review.

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

Sincerely,

DocuSigned by:
Adam Strachan
05AE9877B95E400

Adam Strachan
Appeal Panel Chair

October 1, 2021

1115 Aerie LLC
Attn: Gary Sutton
1115 Aerie Drive
Park City, UT 84060
gdsutton@me.com

LAND MANAGEMENT CODE COMPLIANCE COMMENTS

Stop Work Orders:	CE-21-01142 and CE-21-01143
Subject:	LMC Compliance Comments
Address:	1115 Aerie Drive, Lot 8 of the Overlook at Old Town Subdivision, formerly known as the Hearthstone Subdivision
Description:	Land Management Code Compliance Issues

The property is currently subject to two Stop Work orders issued by Park City Code Enforcement:

- CE-21-01142 – Working outside of scope and without a permit for sport court
- CE-21-01143 – Working without a Permit

Staff have identified that construction activity that was done without a permit has crossed property lines into the neighboring Lot at 1039 Aerie Drive. As part of Building Permits for that construction activity, the Applicant may need various access and encroachment agreements and/or approvals from utility easement owners and the adjacent property owners, or a plat amendment. The Applicant will also need to secure a Right-of-Way Permit from the Park City Engineering Department for work in Public Right-of-Way.

Staff from the Planning Department reviewed an as-built site plan of 1115 Aerie Drive. Staff have found the following Land Management Code compliance issues regarding for the property:

Plat Regulations

- LMC § 15-7.3-2(J) states that Limits of Disturbance or Building Pad lines shall be shown on the final plat.
    - The Plat establishes a Building Pad of 90’ by 90’, in which the entire Building Footprint may be located and in which all Construction Activity must be contained.

Estate Zoning District Regulations

- Per LMC § 15-2.10-3, retaining walls in front setbacks greater than four feet (4’) in height from Final Grade and retaining walls in side and rear setbacks that are greater than six feet (6') in height from Final Grade require an Administrative Conditional Use approval.

- Per LMC § 15-2.10-2(B)(19), Private Recreation Facilities are a Conditional Use and require Planning Commission review and approval prior to construction.
    - Recreation Facilities, Private are defined as: recreation facilities operated on private Property and not open to the general public. Including Recreation Facilities typically associated with a homeowner or Condominium association, such as pools, tennis courts, playgrounds, spas, picnic Areas, similar facilities for the Use by Owners and guests.

- Per LMC § 15-2.10-3, the minimum Front, Side, and Rear Setback for all Structures is thirty feet (30'). The Planning Commission may vary required Setbacks in Subdivisions.
    - The Subdivision Plat allows for a reduced Front Setback of 25 feet for Lot 8.
        - The submitted existing conditions survey shows that the concrete tennis court pad and boulder retailing walls are within the required Front Setback.
- Per LMC § 15-2.10-3 (D, E, F), Recreation Facilities are not permitted in any required Front Setback.
    - Structure is defined as: anything constructed, the Use of which requires a fixed location on or in the ground, or attached to something having a fixed location on the ground and which imposes an impervious material on or above the ground; definition includes “Building”.

Per LMC § 15-2.10-3(D), the required Front Setback must be open and free of any Structure except fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2 Fences and Walls.

Sensitive Land Overlay Regulations

- Per LMC § 15-2.21-2(A), any Applicant for Development must produce a Sensitive Lands Analysis performed by a Qualified Professional that identifies and delineates all the following features and conditions:
    - 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 Areas of high geologic hazard, Areas subject to land sliding, and all significant Steep Slopes1 in the following categories:
        - Greater than fifteen percent (15%), but less than or equal to thirty percent (30%);
        - Greater than thirty percent (30%) but less than or equal to forty percent (40%); and
        - Very Steep Slopes, greater than forty percent (40%).
    - VEGETATIVE COVER. A detailed map of vegetative cover, depicting the following:
        - Deciduous trees;
        - Coniferous trees;
        - Gamble oak or high shrub; and
        - Sage, grassland, and agricultural crops.
- Per LMC § 15-2.21-2(B), the Planning Department may require the Applicant to submit the following information, as applicable:
    - VISUAL ASSESSMENT. A visual assessment of the Property from Vantage Points designated by the Planning Department, depicting conditions before and after the proposed Development, including the proposed location, size, design, landscaping, and other visual features of the project.

Based on these Land Management Code compliance issues, this property may need the following Land Use Applications:

1. A Building Permit to remediate the construction activity that was done without a permit that has crossed property lines.
2. A Building Permit for the interior remodel work.
3. A Plat Amendment to modify the 90’ by 90’ Building Pad.
    - Requires Planning Commission and City Council approval

4. A Conditional Use Permit for Private Recreation Facilities
    - Requires Planning Commission approval
5. An Administrative Conditional Use Permit for retaining walls greater than six feet (6') in height from Final Grade.
    - Requires Planning Director approval
6. A Building Permit for all exterior work, pending review and approval of the applications listed above.

Community Development Department
445 Marsac Ave
Park City, Utah 84060

February 22, 2022

1115 Aerie LLC
Attn: Gary Sutton
1115 Aerie Drive
Park City, UT 84060
gdsutton@me.com

RE: LAND MANAGEMENT CODE COMPLIANCE ISSUES

Mr. Sutton,

The property located at 1115 Aerie Dr. is currently subject to two Stop Work orders issued by Park City Code Enforcement:

- CE-21-01142 – Working outside of scope and without a permit for sport court
- CE-21-01143 – Working without a Permit

Staff have identified that construction activity that was done without a permit has crossed property lines into the neighboring Lot at 1039 Aerie Drive. A Building Permit to remediate this issue must be completed prior to future Land Use Applications. As part of that Building Permit, the Applicant may need various access agreements and/or approvals from utility easement owners and the adjacent property owners. The Applicant will also need to secure a Right-of-Way Permit from the Park City Engineering Department.

On September 22, 2021, Staff from the Planning Department reviewed an as-built site plan of 1115 Aerie Drive. Staff have found the following Land Management Code compliance issues regarding for the property:

- Per LMC § 15-1-3, The LMC shall not supersede any private land Use regulations in deeds or covenants, which are more restrictive than the LMC. Whenever a conflict exists, the more restrictive provision shall apply to the extent allowed by law.
    - The Plat establishes a Building Pad of 90' by 90', in which the entire Building Footprint may be located and in which all Construction Activity must be contained.
- Per LMC § 15-2.10-2 (B), retaining walls greater than six feet (6') in height from Final Grade are an Administrative Conditional Use in the Estate Zoning District.
- Per LMC § 15-2.10-2, Private Recreation Facilities are a Conditional Use in the Estate Zoning District.

- Recreation Facilities, Private are defined as: recreation facilities operated on private Property and not open to the general public. Including Recreation Facilities typically associated with a homeowner or Condominium association, such as pools, tennis courts, playgrounds, spas, picnic Areas, similar facilities for the Use by Owners and guests.

- Per LMC § 15-2.10-3 (C), The minimum Front, Side and Rear Setback for all Structures is thirty feet (30'). The Planning Commission may vary required Setbacks in Subdivisions and Master Planned Developments.
    - The Subdivision Plat requires a Front Setback of 25 feet.

- Per LMC § 15-2.10-3 (D, E, F), Recreation Facilities are not permitted in any required Front or Side Setback must be open and free of any Structure except for those described in the LMC.
    - Structure is defined as: anything constructed, the Use of which requires a fixed location on or in the ground, or attached to something having a fixed location on the ground and which imposes an impervious material on or above the ground; definition includes "Building".

- Per LMC § 15-2.10-3 (D), the required Front Setback must be open and free of any Structure except fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2 Fences and Walls. 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.

- Per § LMC 15-4-2 (A), fences and retaining walls shall not exceed six feet (6') in height measured from Final Grade within any required Rear Setback or Side Setback. Within any required Front Setback or Street Side Setback, Fences and retaining walls shall not exceed four feet (4') in height, measured from Final Grade.
    - The height of retaining walls in the Front Setback may exceed four feet (4'), measured from Final Grade, subject to approval by the Planning Director and City Engineer, and may exceed six feet (6') in height subject to approval of an Administrative Conditional Use permit or as approved as part of a Master Planned Development (MPD) or Conditional Use permit.

- Per § LMC 15-2.21-2 (A), any Applicant for Development must produce a Sensitive Lands Analysis performed by a Qualified Professional(s) that identifies and delineates all the following features and conditions:
    - 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 Areas of high geologic hazard, Areas subject to land sliding, and all significant Steep Slopes1 in the following categories:
        - Greater than fifteen percent (15%), but less than or equal to thirty percent (30%);
        - Greater than thirty percent (30%) but less than or equal to forty percent (40%); and
        - Very Steep Slopes, greater than forty percent (40%).
    - VEGETATIVE COVER. A detailed map of vegetative cover, depicting the following:

- Deciduous trees;
- Coniferous trees;
- Gamble oak or high shrub; and
- Sage, grassland, and agricultural crops.

- Per § LMC 15-2.21-2 (B), the Planning Department may require the Applicant to submit the following information, as applicable:

    - VISUAL ASSESSMENT. A visual assessment of the Property from Vantage Points designated by the Planning Department, depicting conditions before and after the proposed Development, including the proposed location, size, design, landscaping, and other visual features of the project.

Based on these Land Management Code compliance issues, this property WILL need the following Land Use Applications:

1. A Plat Amendment to modify the 90' by 90' Building Pad.
    - Requires Planning Commission and City Council approval

2. A Building Permit to remediate the construction activity that was done without a permit that has crossed property lines.

3. A Building Permit for the interior remodel work

4. A Building Permit for all exterior work. This will need to include all work that is approved by the Land Use Permits.

And based on these Land Management Code compliance issues, this property MAY need the following Land Use Applications:

1 An Administrative Conditional Use Permit for retaining walls greater than six feet (6') in height from Final Grade.
    - Requires Planning Department Administrative approval

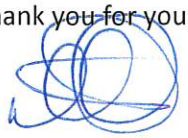
2. A Conditional Use Permit for Private Recreation Facilities
    - Requires Planning Commission approval

3. A Variance for Structures in the required Front and Side Setbacks.
    - Requires Board of Adjustments approval

As of the date of this letter City Staff has not received any additional information regarding the direction of the proposed construction. This letter shall be a final notice of the application and approval requirement. Failure to apply for and obtain all required permits will result in enforcement action against the property and property owner. Application shall be received no later than February 18, 2022.

Please forward any questions or concerns to the City Code Compliance team (435) 615-5101.

Thank you for your attention to this matter.



Dave Thacker
Chief Building Official/Fire Code Official
Park City Municipal Corporation
dave.thacker@parkcity.org
(435) 615-5115



Gretchen Milliken
Planning Director
Park City Municipal Corporation
Gretchen.milliken@parkcity.org
o: 435.615.5008 | c: 435.659.4591

Planning Department

February 25, 2022

ADDENDUM

In a letter dated October 1, 2021, staff communicated to the applicant that the proposed development at 1115 Aerie Drive requires a Plat Amendment to modify the 90' by 90' Building Pad to accommodate new Structures that are located outside of the approved limits of disturbance as noted on the Hearthstone Subdivision Plat (Exhibit A).

On December 3, 2021, December 9, 2021, and December 15, 2021, Staff provided the applicant with copies of the original Master Planned Development Approval, the 1993 Land Management Code, and the 1993 Land Management Code and the definitions therein.

On December 20, 2021, the applicant representing the property owner of 1115 Aerie Drive submitted two land use applications to the Park City Planning Department:

- An Administrative Conditional Use Permit for retaining walls greater than six feet (6') in height from Final Grade. (LMC 15-4-2 (A)).
- A Conditional Use Permit for Private Recreation Facilities (LMC 15-2.10-2 9(B)).

In the Applications submitted on December 20, 2021, the applicant stated:

> *In the letter dated October 1, 2021, there was a comment regarding the need for a plat amendment application. This was based on the belief that all site improvements, including landscaping and accessory buildings needed to happen within identified "building pad". However, as we have reviewed the approval of the MPD (8/19/1993), approval of the preliminary plat (9/08/1993), approval of the final plat (10/4/1993), approval of the plat amendment (4/13/1994) and approval of the revised plat (4/21/1994), there was a clear indication that the "building pad was intended to show the general location of the new homes and not be used as a boundary for all improvements on the site. One example, in the staff report related to the Final Plat approval, dated October 4, 1993, it states – "Each lot reflects a building pad of approximately 8000 square feet, which designates the general location of the home." The minutes and approvals continuously use this language and intent. As we process these applications, we are willing to discuss the plat item, should the staff desire. It is with this understanding, that we are seeking review and approval of the building permit and conditional use permits.*

Under the Land Management Code, Private Recreation Facilities and the associated ground infrastructure that support them, are considered Structures (LMC 15-15-1), and are subject to the restrictions and provisions of a property's Subdivision Plat (including plat notes), and the Conditions of Approval outlined in the Subdivision Ordinance and Master Planned Development approval.

In the Notice of City Council Action letter dated August 19, 1993 (Exhibit B), City Council approved the Nielsen Korthoff Properties MPD with twelve conditions of approval. Condition of approval 3 states:

> *3. The plat shall contain notes regarding storm water requirements and considerations, wintertime travel restrictions (one-way road), and limits of disturbance as specified at the time of final plat approval.*

As noted in an email sent from staff to the applicant's representative on December 9, 2021, the Land Management Code at the time of subdivision contained the following definitions:

> *Building Pad Line. The building pad line denotes that area in which the entire new structure must lie. The area of construction disturbance attributable to the structure (as opposed to utilities installation) may not extend beyond ten (10) feet from the building pad line.*
>
> *Structure. Anything constructed, the use of which requires fixed location on or in the ground, or attached to something having a fixed location upon the ground and which imposes an impervious material on or above the ground; definition includes "building". All structures must maintain the minimum set-backs for the district in which they are located, both above and below the ground.*

As stated, staff are required to review submitted applications under the standards of the Land Management Code, the Subdivision Plat (including plat notes), and the Conditions of Approval outlined in the Subdivision Ordinance and Master Planned Development approval.

On January 11, 2022, staff took the applications to the Development Review Committee for an inter-departmental review of the proposals. At that time, and during subsequent discussions, staff found that the proposal was not compliant with the provisions of the Plat and the Conditions of Approval in the Master Planned Development approval. On that date, staff communicated to the applicant's representative that we had received feedback from the Development Review Committee, and that the Engineering and Building departments would need additional information related to structural calculations, slope stability analyses, and a geotechnical report.

The letter sent on February 25, 2022 was intended to communicated that if the applicant wishes to proceed with bringing into compliance structures that were built without a building permit outside of

the building pad, that they would need to apply for a Plat Amendment prior to us being able to process the Administrative Conditional Use Permit and the Conditional Use Permit.

We apologize for the delay and confusion in communication, and are available if you have further questions. Based on the information presented above, the property owner will need to file a Plat Amendment application in order to consider Conditional Use Permit applications for structures that do not comply with the Plat. The application shall be received no later than March 31, 2022.

Please forward any questions or concerns to the City Code Compliance team (435) 615-5101.

Thank you for your patience and attention to the matter.

Sincerely,

Gretchen Milliken
Planning Director
Park City Municipal

Exhibit A: Hearthstone Subdivision Plat
Exhibit B: Notice of City Council Action letter (MPD Approval)

01196624 B: 2761 P: 0758
Page 1 of 11
Rhonda Francis Summit County Recorder
10/18/2022 11:17:35 AM Fee $40.00
By COALITION TITLE AGENCY, INC.
Electronically Recorded

WHEN RECORDED, RETURN TO:

SNELL & WILMER L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101
Attn: Wade Budge, Esq.

Affects Parcel Nos. OOT-HSTONE-8
OOT-HSTONE-9

30132

PERPETUAL IMPROVEMENTS EASEMENT AGREEMENT

This **PERPETUAL IMPROVEMENTS EASEMENT AGREEMENT** ("**Agreement**") is made and entered into as of this 17 day of Oct., 2022, by and among LOU MORENO and DEBORAH MORENO (collectively, the "**Grantor**") and 1115 AERIE, LLC, a Texas limited liability company ("**Grantee**"). Grantor and Grantee are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of certain real property located in Park City, Summit County, Utah, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("**Grantor Parcel**").

B. Grantee is the owner of certain real property that is adjacent to the Grantor Parcel, also located in Park City, Summit County, Utah, as more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference ("**Grantee Parcel**").

C. The eastern boundary line of the Grantee Parcel is occupied by certain improvements owned by Grantee which encroach upon the Grantor Parcel (collectively, the "**Grantee Improvements**").

D. Grantor and Grantee now desire to enter into this Agreement to memorialize their agreement relative to Grantor's grant of perpetual easement to Grantee with respect to the Grantee Improvements, in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. **Grant of Easement**. Grantor hereby grants and conveys to the Grantee and Grantee's respective lessees, sublessees, successors and assigns for the benefit of the Grantee Parcel an exclusive perpetual easement for the Grantee Improvements (the "**Easement**") upon,

over, under and across those limited portions of the Grantor Parcel as described and depicted in **Exhibit "C"** attached hereto and incorporated herein by this reference (the "**Easement Area**"). Grantee acknowledges and agrees that its use of the Easement is limited to the Easement Area and that Grantor has no access rights over, under, or across any other portion of the Grantor Parcel, without the prior written consent of Grantor, which consent may be withheld in Grantor's sole and absolute discretion.

2. **Term and Duration**. The Easement shall commence upon the recordation of this Agreement in the official records of Summit County, Utah and shall be perpetual. This Agreement and the Easement Area shall run with, bind and burden the Easement Area and the Grantor Parcel for the benefit of the Grantee Parcel and shall be binding upon the Parties and their respective heirs, successors, and assigns.

3. **Purpose of Easement**. The Easement shall only be used as follows: (i) as to certain equipment, recreational equipment, and related surface improvements of the Grantee Improvements, for Grantee's, and its invitees', licensees' or permittees', sole use and enjoyment, and (ii) as to all portions of the Easement, for maintenance, repair and replacement of the Grantee Improvements. The Parties agree and acknowledge that the Grantee Improvements have already been constructed as of the date hereof and that Grantor has no rights or claims to the Grantee Improvements. Grantee covenants and agrees that all construction and maintenance of the Grantee Improvements will be carried out on the Grantee Parcel and that any construction or maintenance associated with the Grantee Improvements will not further encroach upon or otherwise unreasonably interrupt or interfere with Grantor's use and enjoyment of the Grantor Parcel. Notwithstanding Section 2 of this Agreement, if the Grantee Improvements are ever removed, or are ever substantially damaged or destroyed, and not otherwise restored within one (1) year, the Easement shall be deemed abandoned and shall expire and terminate automatically. Upon such expiration or termination, Grantee shall reasonably restore (or cause to be restored) the Grantor Parcel to its natural condition prior to the installation or construction of the Grantee Improvements in a good, workmanlike, and lien-free manner.

4. **Maintenance and Repair**. Grantee and its successors and assigns shall maintain ownership of the Grantee Improvements and shall, at Grantee's sole cost and expense, repair, maintain and replace the Grantee Improvements such that the Grantee Improvements are in compliance with all applicable laws, regulations and requirements and is in a good, safe condition and state of repair.

5. **Condition of the Easement**. Grantee accepts the Easement and all aspects thereof in its "AS IS, WHERE IS" condition, without warranties of title or the condition of the land, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous substances, if any.

6. **Indemnification**. Except to the extent arising out of the grossly negligent acts or omissions, intentional misconduct, or illegal acts of Grantor, its successors, assigns, and/or any for whom Grantor is legally responsible, Grantee shall defend, protect, indemnify, and hold harmless Grantor, and pay all costs and expenses, including reasonable attorneys' fees actually incurred by Grantor, from and against any and all judgments, fines, claims, actions, causes of action, penalties,

costs, damages, injuries, expenses, or other liability of any kind to the extent arising from, out of, or as a result of (i) any use of the Easement, (ii) any act or omission of Grantee or Grantee's officers, directors, employees, agents, contractors, consultants, invitees, or guests (collectively, the "**Grantee Parties**") relative to the Easement, (iii) any construction, repair, or operations of the improvements within the Easement, (iv) any violation or alleged violation by Grantee or the Grantee Parties of any law or regulation now or hereafter enacted, or (v) any mechanic's, materialman's or other monetary liens and encumbrances affecting the Easement Area and/or the Grantor Parcel and arising by, through or under Grantee.

7. **Running of Benefits and Burdens**. All provisions of this Agreement, including the benefits and burdens, shall run with title to the Grantor Parcel and Grantee Parcel, shall benefit the Grantee Parcel, and shall be binding upon and shall inure to the benefit of the successors and assigns of Grantor and Grantee, respectively.

8. **Attorneys' Fees**. In the event of any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees and court costs in connection with said action, with such attorneys' fees and court costs to be fixed by the court and not a jury.

9. **Choice of Law**. This Agreement is made and is to be performed in the State of Utah and shall be governed by the internal, substantive laws of the State of Utah, without regard to any conflict of laws or principles.

10. **Amendments**. This Agreement may be amended only by recording, in the official records of Summit County, Utah, an instrument in writing reciting such amendment, bearing the acknowledged signatures of both Parties hereto, or of their respective successors and assigns.

11. **Waiver**. The waiver of, or failure to enforce, any breach or violation of any of the covenants, easements or conditions herein contained shall not be deemed to be a waiver of the right to enforce, or be deemed an abandonment of a particular covenant, easement or condition, nor shall it be deemed to be a waiver of the right to enforce any subsequent breach or violation of such covenant, easement or condition, regardless of whether any party affected thereby had knowledge of the breach or violation.

12. **Merger**. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

13. **Severability**. Invalidation of any one of the covenants, easements or conditions herein contained, or any part thereof, shall not affect any of the other covenants, easements or conditions herein contained, or any part or parts thereof, which shall remain in full force and effect.

14. **Headings**. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement.

15. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument.

[*Signature and Acknowledgment Pages Follow*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

GRANTOR:

Lou Moreno, Joint Tenant

Deborah Moreno, Joint Tenant

STATE OF UTAH)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 17 day of Oct., 2022, by Lou Moreno.

CRAIG R RODMAN
Notary Public State of Utah
My Commission Expires on:
August 12, 2026
Comm. Number: 725551

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 17 day of Oct., 2022, by Deborah Moreno.

CRAIG R RODMAN
Notary Public State of Utah
My Commission Expires on:
August 12, 2026
Comm. Number: 725551

Notary Public

[Grantee's Signature and Acknowledgment Page Follows]

4873-0749-9266

GRANTEE:

1115 Aerie LLC,
a Texas limited liability company

By: _____
Gary Sutton, Authorized Representative

STATE OF Utah)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 17 day of Oct., 2022, by Gary Sutton, the Authorized Representative of **1115 Aerie LLC**, a Texas limited liability company, on behalf of said limited liability company.

CRAIG R RODMAN
Notary Public State of Utah
My Commission Expires on:
August 12, 2026
Comm. Number: 725561

_____
Notary Public

[*Exhibits to Follow*]

4873-0749-9266

EXHIBIT "A"

Legal Description of Grantor Parcel

[TO BE ATTACHED]

EXHIBIT "B"

Legal Description of Grantee Parcel

[TO BE ATTACHED]

EXHIBIT "C"

Legal Description and Depiction of the Easement Area

[TO BE ATTACHED]

EXHIBIT "A"
LEGAL DESCRIPTION

ALL OF LOT 9, THE OVERLOOK AT OLD TOWN SUBDIVISION, FKA HEARTHSTONE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

(Tax Serial No. OOT-HSTONE-9)

EXHIBIT "B"
LEGAL DESCRIPTION

ALL OF LOT 8, THE OVERLOOK AT OLD TOWN SUBDIVISION, FKA HEARTHSTONE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

(Tax Serial No. OOT-HSTONE-8)

EXHIBIT "C"

Description of Easement Area

An easement of land on Lot 9 for the benefit of Lot 8 located in the northeast quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said easement being described as follows:

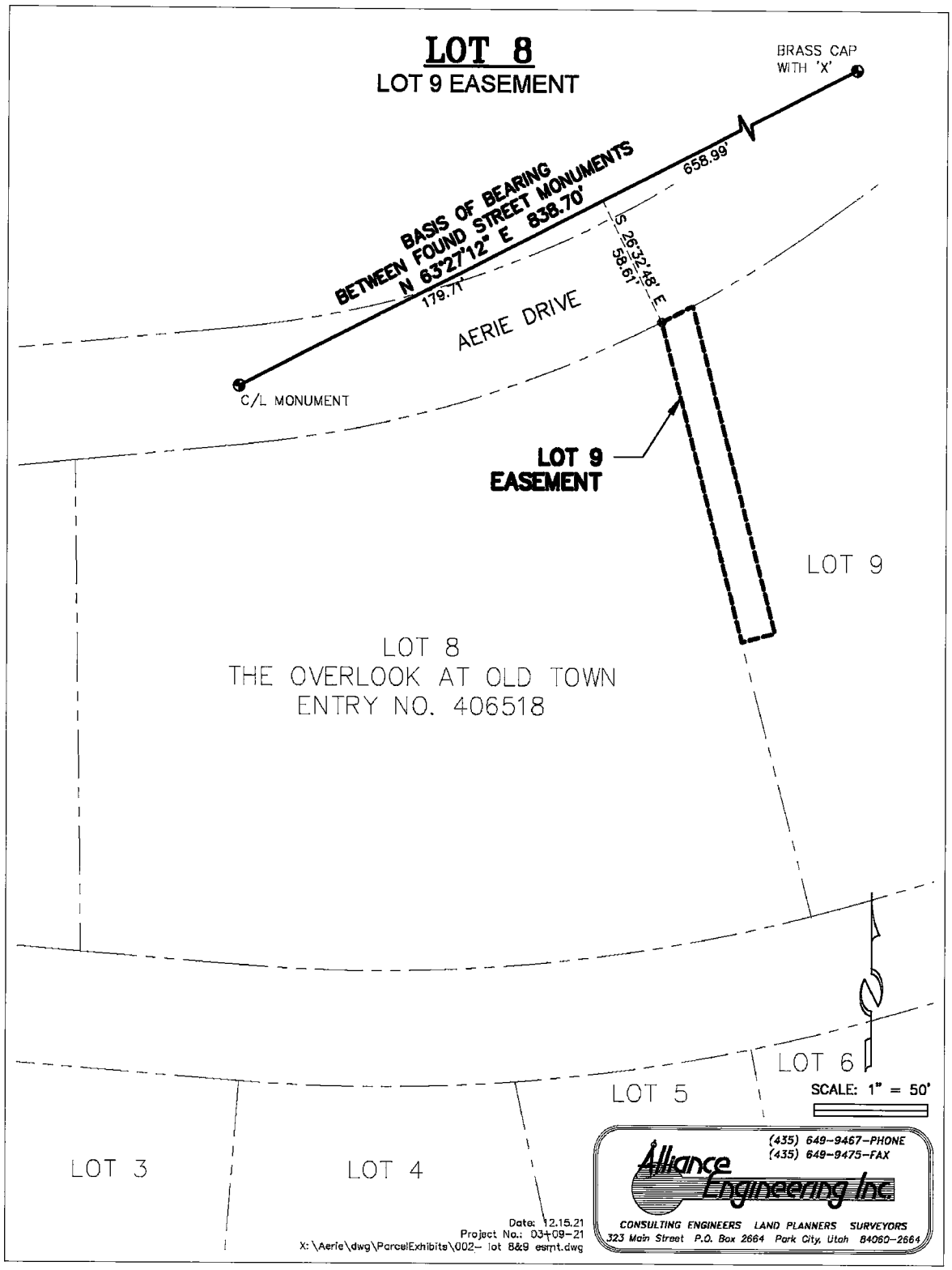
Beginning at a point that is North 63°27'12" East 658.99 feet and South 26°32'48" East 58.61 feet from a street monument in Aerie Drive adjacent to Lot 10 of The Overlook at Old Town, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, recorded as Entry No. 406518; said point also being the northeast corner of Lot 8 and running thence coincident with the south boundary of Aerie Drive right-of-way of The Overlook at Old Town and also being on a curve to the left having a radius of 525.00 feet, of which the radius point bears North 26°33'00" West; and running thence Northeasterly along the arc of said curve 15.38 feet through a central angle of 01°40'41"; thence South 14°41'30" East 145.00 feet; thence South 75°18'30" West 15.00 feet to a point on the eastern boundary of Lot 8; thence running coincident with the eastern boundary North 14°41'30" West 141.62 feet to the point of beginning.

The basis of bearing for the above description is North 63°27'12" East 838.70 feet between two survey monuments on Aerie Drive within The Overlook at Old Town Subdivision Plat.

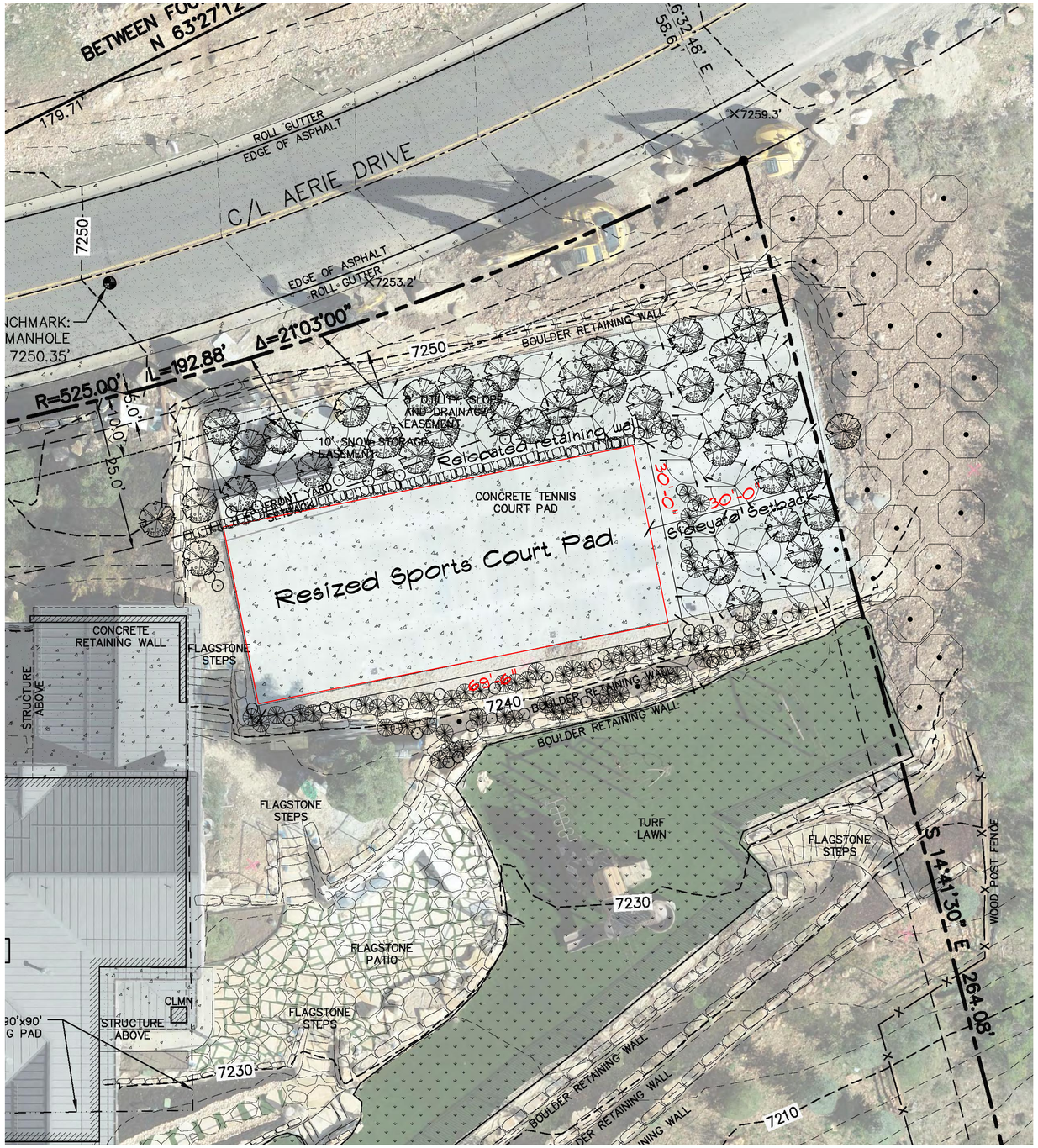
(Part of Tax Serial No. OOT-HSTONE-9)

EXHIBIT "C"
(Continued)

Depiction of Easement Area



4868-1597-2148



SPORT COURT 032624 UPDATED

SCALE: 1" = 10'-0"

LICENSED LANDSCAPE ARCHITECT
LICENSED
108626-5301
STATE OF UTAH
DON B SARGENT

NOT FOR CONSTRUCTION

PRELIMINARY ONLY

NOTES:

1. Boulder retaining wall relocated to front setback line.
2. Concrete tennis court pad resized to smaller sports court within setbacks.
3. Off-site disturbed area regraded to natural contours and revegetated.
4. Landscaping along right-of-way outside of snow storage easement area.
5. Plant materials planted east of sports court for screening.
6. All disturbed areas stabilized with natural ground cover mulch.
7. As-built survey mapping prepared by Alliance Engineering.

PROPOSED PLANT MATERIALS:

Trees

42 - Evergreen Spruce

35 - Autumn Blaze Maple

20 - Quaking Aspen (or equivalent)

Shrubs

65 - Karl Forester

50 - Russian Sage

Sutton Property

1115 Aerie Drive
Park City UT

PHONE:

EMAIL:

DRAWN BY: Don Sargent

SCALE: 1" = 10'-0"

DATE: Thursday, March 28, 2024

SHEET: 1 / 1

Sports Court Updated

SECTION LETTER

PAGE NUMBERS

A 1 1

DBS + ASSOCIATES, LLC
LAND PLANNING AND DEVELOPMENT
PO Box 266
Coalville, UT 84017
PHONE: 435-901-0201
EMAIL: dbs@allwest.net

SPORTSWEST CONSTRUCTION

TD Sports, Inc. dba SportsWest Construction
CAL.CON.LIC. # 660967

3/20/24

Gary Sutton - Park City, Utah

As a follow up to our discussion here is a recap of items you can do to reduce noise coming from pickleball play, both paddle hitting ball and players having fun:

1. Sport Court SportGame PB open cell surface system we are installing absorbs 20% of the downward reflective sound waves.
2. "AcoustiFence soundproofing material placed around a pickleball court can reduce noise by up to 10 -12 decibels, a 50% reduction in sound." https://usapickleball.org/member-news/quash-pickleball-noise-with-acoustifence/
3. The Owl pickleball paddle is the "…first paddle qualifying for USA Pickleball's (Sports governing body) new Quiet Category. Owl Paddles reduce the noise of your game by more than 50%." https://www.owlpaddle.com/technology

There is also an expert, Bob Unetich, who posts sound mitigation Research on Facebook. Lots of info there. He is the industry expert. (1) Pickleball Sound Mitigation | Facebook

USA Pickleball is constantly researching paddle, ball, and court modifications to assist in reducing the sound that comes from pickleball play. Although I am not a sound engineer the above elements you are integrating in your court will mitigate the level of sound decibels' getting it down to normal conversation levels around the perimeter of your court.

My personal background is a general contractor court builder for more than 37 years and have built more than 15,000 courts in California and Utah. I was on the Board of Directors for the American Sports Builders Assoc. (ASBA) for the last 6 years overseeing the courts division and helped write the official ASBA Pickleball Construction Manual. I have also made presentations in the sports construction industry regarding pickleball sound mitigation.

Regards,

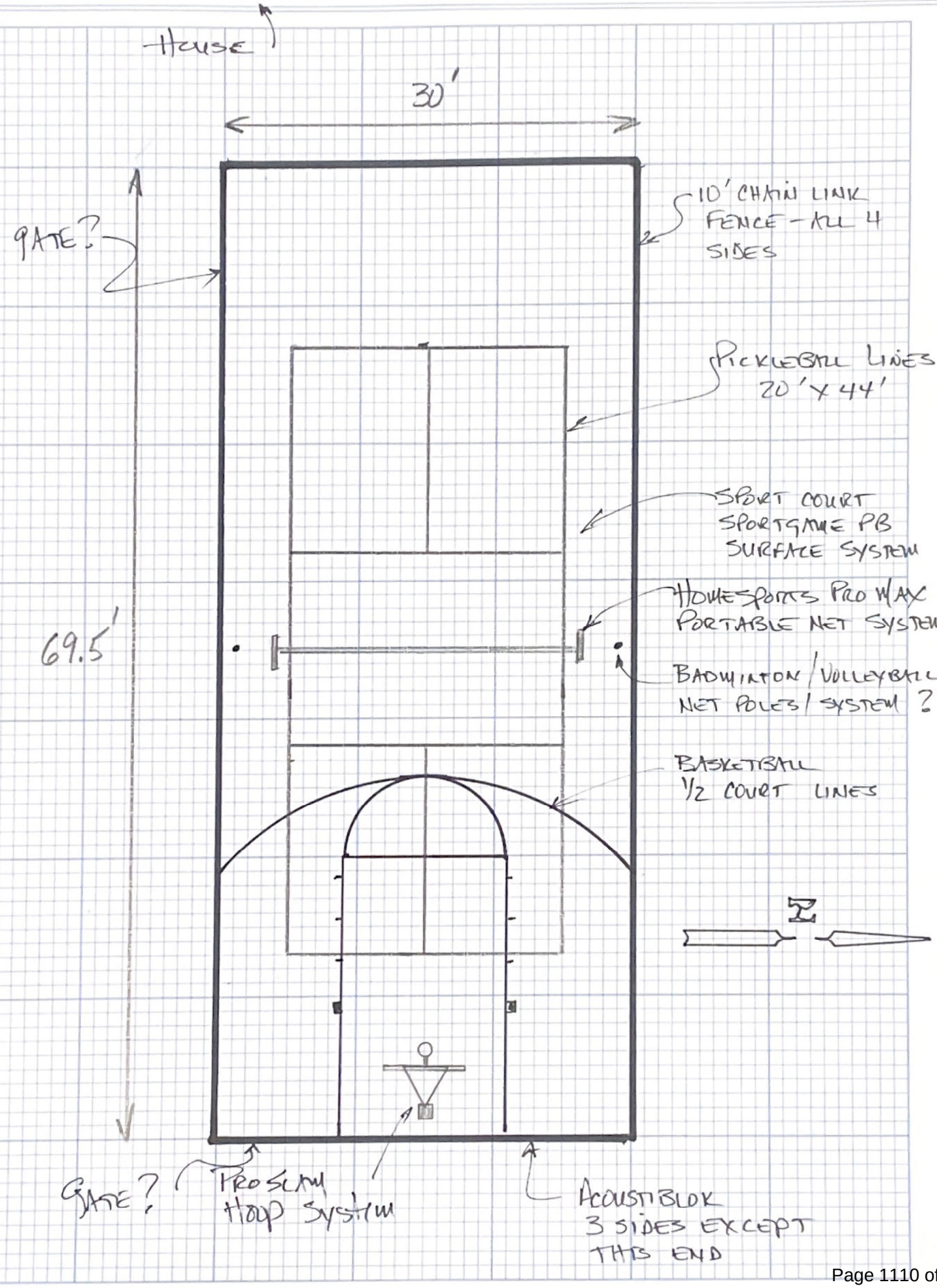
Dale M. Hendrickson
Owner – SportsWest Construction

SPORTSWEST CONSTRUCTION

CAL CON LIC # 660967 UT CON LIC # 660967

SUTTON - NEW SKETCH

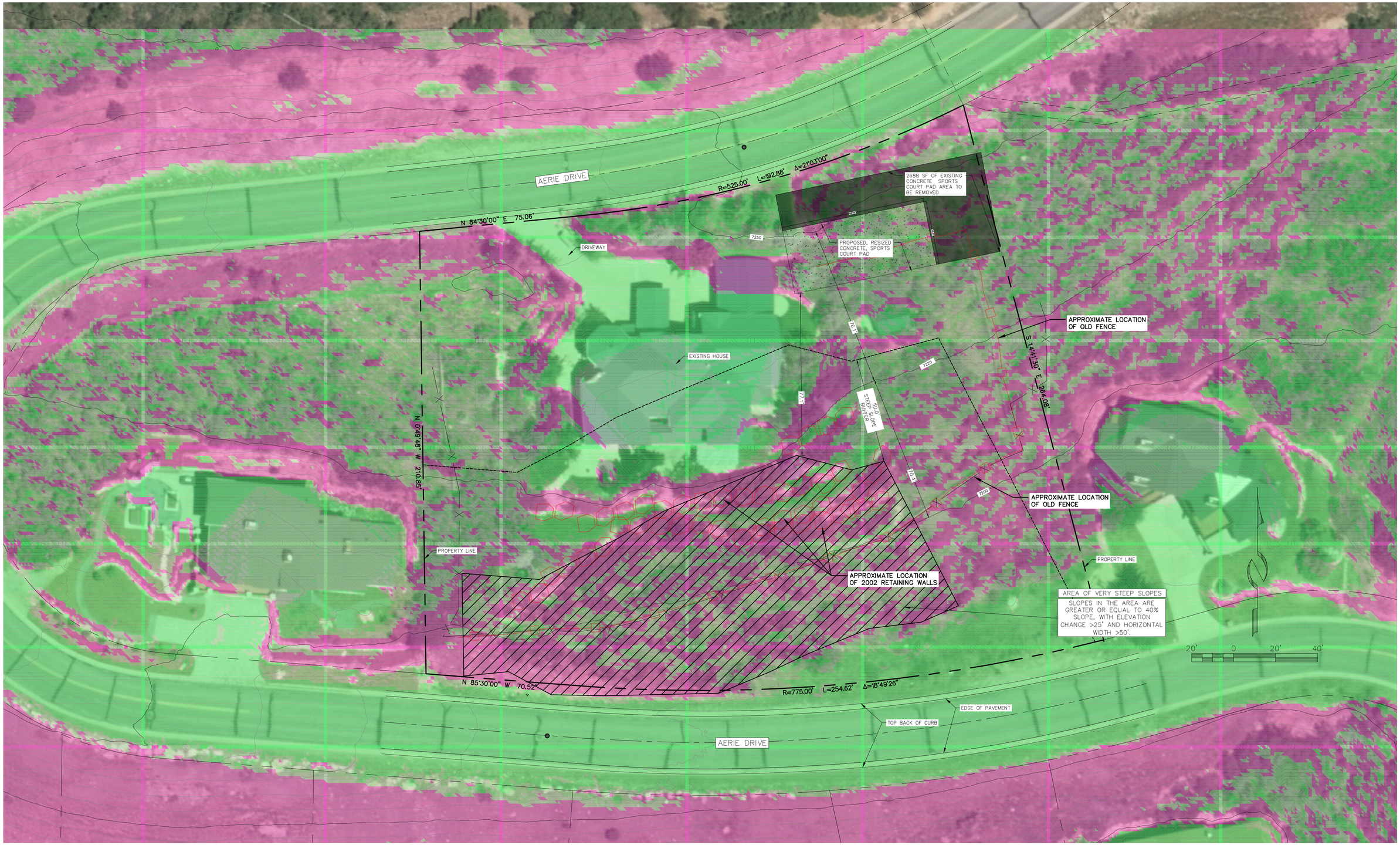
Sketch/Drawing is the property of TD Sports, Inc. dba SPORTS WEST CONSTRUCTION, Sport Court West & Southern California and can't be used by others without written permission



Date 3/20/24

Drawing by

SPORTS WEST CONSTRUCTION (800) 296-5566



NOTES:

1. SURFACE CONTOURS SHOWN WERE IMPORTED FROM A 0.5-METER RESOLUTION AERIAL LIDAR SCAN, GATHERED FROM USGS DATA DATED 2018. ANY DISCREPANCY BETWEEN GROUND SURVEYED TOPOGRAPHY AND THE AERIAL LIDAR SCAN ARE DUE TO POSSIBLE INACCURACIES IN LIDAR SCAN DATA.
2. LOT LINES SHOWN ARE APPROXIMATE ONLY.

Legend

AREA OF VERY STEEP SLOPES	
PROPOSED, RESIZED CONCRETE, SPORTS COURT PAD TO REMAIN	
EXISTING CONCRETE SPORTS COURT PAD AREA TO BE REMOVED	
EXISTING COUNTOUR, 25' INTERVAL	7200

Slopes Table

Number	Minimum Slope	Maximum Slope	Area	Color
1	0.00%	20.00%	2353701.24	
2	20.00%	30.00%	1976128.82	
3	30.00%	40.00%	1822482.07	
4	40.00%	1000.00%	2370351.66	

PROFESSIONAL ENGINEER
No. 12275305
MARTIN CONNOR DINSMORE
STATE OF UTAH

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84098 | 435-649-9467

STAFF:
CONNOR DINSMORE
IVANOE LOZANO

DATE: 04/2/2024

RETAINING WALL EXHIBIT
1115 AERIE DRIVE
EXISTING CONDITIONS & TOPOGRAPHY

FOR: JASON BOAL
JOB NO.: 3-9-21
FILE: \\Server\x\Aerie\dwg\projects\1115 Aerie Dr\1115 Aerie 1 OF 2.dwg

SHEET 1 **OF** 2



NOTES:

1. LOT LINES SHOWN ARE APPROXIMATE ONLY.

Legend	
AREA OF VERY STEEP SLOPES	
PROPOSED, RESIZED CONCRETE, SPORTS COURT PAD TO REMAIN	
VERY STEEP SLOPES OR SETBACK AREAS	
EXISTING RESIDENCE TO BE PROTECTED	
EXISTING DRIVEWAY TO BE PROTECTED	

PROFESSIONAL ENGINEER
No. 12275305
MARTIN CONNOR DINSMORE
STATE OF UTAH

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50,
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STAFF: CONNOR DINSMORE
IVANOE LOZANO

DATE: 04/12/2024

BUILDABLE SPORT COURT AREAS EXHIBIT
1115 AERIE DRIVE
EXISTING CONDITIONS & TOPOGRAPHY

FOR: JASON BOAL
JOB NO.: 3-9-21
FILE: \\Server\x\Aerie\dwg\projects\1115 Aerie Dr\1115 Aerie 1 OF 2.dwg

SHEET 1 **OF** 1

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]