



**PLANNING DEPARTMENT ADMINISTRATIVE PUBLIC HEARING
SUMMIT COUNTY, UTAH
June 6, 2024**

The Planning Department of Park City, Utah, will hold a Public Hearing in person at the Marsac Municipal Building, Planning Department Conference Room, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online and may have options to listen, watch, or participate virtually.

1. REGULAR AGENDA - 12:00PM

- 1.A. **1450 Empire Avenue – Administrative Conditional Use Permit** – The Applicant Proposes to Replace the Failing Retaining Wall and Install a New Storm Drain System in the Recreation Commercial Zoning District. PL-24-06107 (10 mins)
(A) Public Hearing; (B) Action
- 1.B. **2180 Three Kings Court – Administrative Permit** – The Applicant Proposes Installing an Internal Accessory Dwelling Unit in the Single-Family Zoning District. PL-24-06126
(A) Public Hearing; (B) Action

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.**

Planning Department Staff Report



Subject: 1450 Empire Avenue
Application: PL-24-06107
Author: Virgil Lund, Planner I
Date: June 6, 2024
Type of Item: Administrative Conditional Use Permit

Recommendation

(I) Review the retaining wall and storm drain improvements, (II) conduct a public hearing, and (III) consider approving the Administrative Conditional Use Permit (ACUP) based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in Draft Final Action Letter (Exhibit A).

Description

Applicant: Deer Valley Resort; Applicant Representative: Taissa Folden

Location: 1450 Empire Avenue

Zoning District: Recreation Commercial

Adjacent Land Uses: Multi-Family Dwellings

Reason for Review: The Planning Department reviews and takes Final Action on retaining walls greater than six feet in the Side Setback.¹

ACUP Administrative Conditional Use Permit
LMC Land Management Code
RC Recreation Commercial

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

Summary

The Applicant proposes an ACUP for a retaining wall greater than six feet in height from Final Grade in the Side Setback.

Background

The City issued a Building Permit for the Structure at 1450 Empire Avenue in March of 1984. The Structure has gone through renovations since that time, and there is an existing failing retaining wall that along the north property line that the Applicant proposes to re-construct and improve.

¹ LMC [§ 15-4-2\(A\)\(1\)](#)

The Site Plan below shows the existing retaining wall located across the property line and encroaching into the neighboring property.

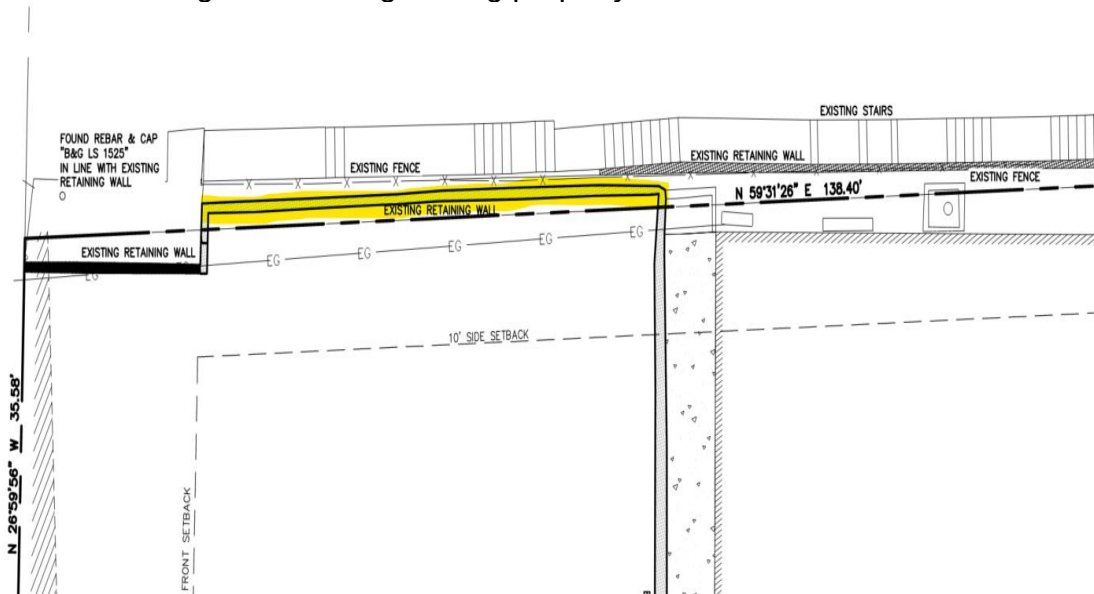


Image 1: Existing Retaining wall highlight in yellow, across property lines

The Applicant proposes to demolish the existing retaining wall and construct a new verti-block retaining wall entirely within the Applicant's property lines (Exhibit B). The Applicant has obtained an encroachment agreement with the neighboring property owner for the proposed work (Exhibit C).

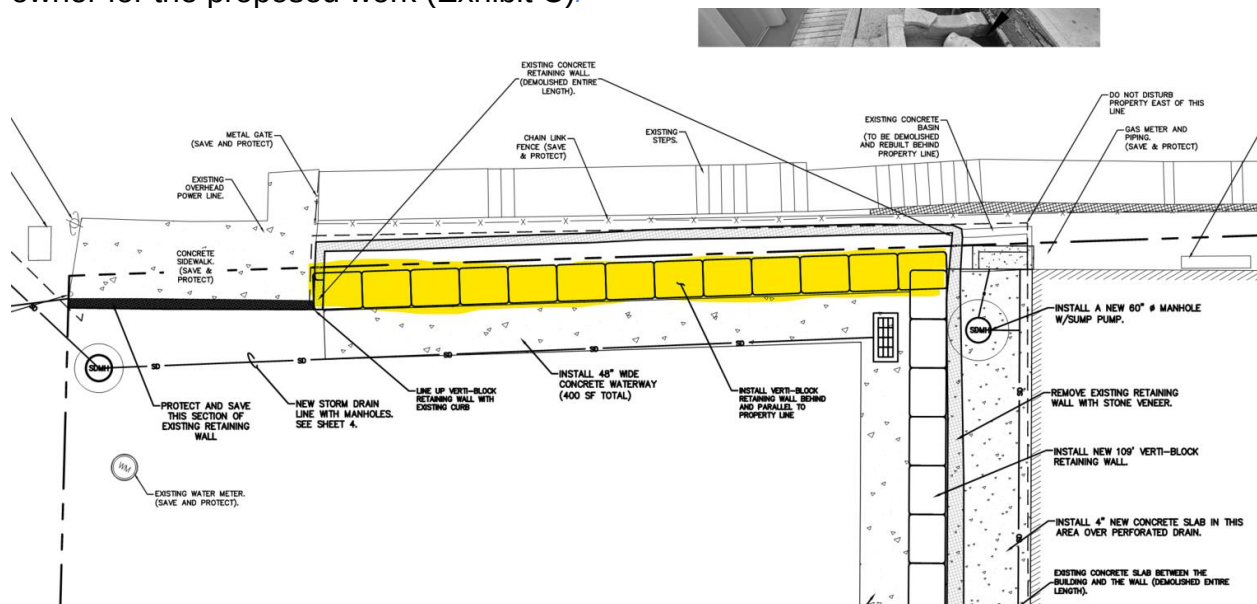


Image 2: Proposed Plans with proposed Retaining wall highlighted

The proposed retaining wall will gradually increase in height from 3.2 feet to 9.3 feet from Final Grade, within the Side Setback.

Analysis

See Final Action Letter for LMC Analysis.

The Development Review Committee reviewed the proposal on May 7, 2024, and requires Conditions of Approval.²

The Engineering Department requires the Applicant to enter into an encroachment agreement with the City to tie into the storm drain system prior to Building Permit issuance.

Department Review

The Planning Department 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 May 27, 2024. Staff mailed courtesy notice to adjacent property owners on May 27, 2024.³

Public Input

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

Alternatives

- The Planning Director may approve the ACUP;
- The Planning Director may deny the ACUP and direct staff to make Findings for the denial; or
- The Planning Director may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Final Action Letter

Exhibit B: Proposed Plans

Exhibit C: Encroachment Agreement

² 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).

³ LMC [§ 15-1-21](#)



Planning Department

June 6, 2024

Taissa Folden
1450 Empire Avenue
801-633-5639

CC: Deer Valley Resort, Hannah Tyler

NOTICE OF PLANNING DEPARTMENT ACTION

Description

Address:	1450 Empire Avenue
Zoning District:	Recreation Commercial
Application:	Administrative Conditional Use Permit (ACUP)
Project Number:	PL-24-06107
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	June 6, 2024
Project Summary:	The Applicant proposes an ACUP for a retaining wall greater than six feet in height from Final Grade in the Side Setback

Action Taken

On June 6, 2024, the Planning Director conducted a public hearing and approved the ACUP according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The City issued a Building Permit for the Structure at 1450 Empire Avenue in March of 1984.
2. There is an existing failing retaining wall that along the north property line that the Applicant proposes to re-construct and improve.
3. The Applicant proposes to demolish the existing retaining wall and construct a new verti-block retaining wall entirely within the Applicant's property lines.



Planning Department

4. The Applicant has obtained an encroachment agreement with the neighboring property owner for the proposed work.
5. The proposed retaining wall will gradually increase in height from 3.2 feet to 9.3 feet from Final Grade, within the Side Setback.
6. The proposal, as conditioned, complies with the RC Zoning District Requirements found in LMC § 15-2.16-3
 - a. LMC § 15-2.16-3(H) lists retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2, as a Side Setback exception.
7. The proposal, as conditioned, complies with LMC § 15-4-2 "Fences and Retaining Walls"
 - a. The height of retaining walls in the side or rear Setback may exceed six feet in height from Final Grade subject to approval of an ACUP (LMC § 15-4-2(A)(1)).
8. The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E)
 - a. Size and Location of the Site
 - i. The proposed retaining wall will help stabilize the existing Parking Area and is located within property lines.
 - b. Traffic
 - i. No mitigation required.
 - c. Utility Capacity
 - i. The Engineering Department requires the Applicant to enter into an encroachment agreement to tie into the storm drain system with the City prior to Building Permit issuance.
 - d. Emergency Vehicle Access
 - i. No mitigation required.
 - e. Parking
 - i. The proposed retaining wall will help to stabilize the existing Parking Area.
 - f. Internal Vehicular and Pedestrian Circulation System
 - i. The proposed retaining wall helps to improve pedestrian access by widening the pedestrian pathway between the two Structures.
 - g. Fencing, Screening, and Landscaping
 - i. No mitigation required.
 - h. Building Mass, Bulk, and Orientation
 - i. No mitigation required.



Planning Department

- i. Useable Open Space
 - i. Not applicable
- j. Signs and Lighting
 - i. No signs or lighting are proposed or approved with this ACUP.
- k. Physical Design and Compatibility with Surrounding Structures
 - i. The proposed retaining wall helps to improve pedestrian access by widening the pedestrian pathway between the two Structures
 - ii. The proposed retaining wall will help stabilize the existing Parking Area and is located within property lines
- l. Noise, Vibration, Odors, Steam, or Other Mechanical Factors
 - i. No mitigation required
- m. Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas
 - i. Not Applicable.
- n. Expected Ownership and Management
 - i. 1450 Empire Avenue is owned by Deer Valley resort and has obtained an encroachment agreement with the neighboring property owner for the proposed work.
- o. Environmentally Sensitive Lands, Physical Mine hazards, Mine Waste, Soils Ordinance, Steep Slopes and Appropriateness of the Proposed Structure to the Existing Topography of the Site
 - i. Not Applicable.
- p. General Plan
 - i. Not Applicable.

Conclusions of Law

1. The proposal complies with the Land Management Code requirements outlined in LMC Chapter 15-2.16 Recreation Commercial (RC) Zoning District, Section 15-4-2 Fences and Retaining Walls, and Section 15-1-10(E) Conditional Use Permits.
2. The Use will be compatible with surrounding Structures in use, scale, mass, and circulation.
3. The effects of any difference in use or scale have been mitigated through careful planning.

Conditions of Approval



Planning Department

1. Any changes, modifications, or deviations from the approved retaining wall that have not been approved in advance by the Planning Department may result in a stop work order.
2. The Applicant is responsible for notifying the Planning Department prior to making any changes to the approved Retaining Wall.
3. 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.
4. The Engineering Department requires the Applicant to enter into an encroachment agreement to tie into the storm drain system with the City prior to Building Permit issuance.

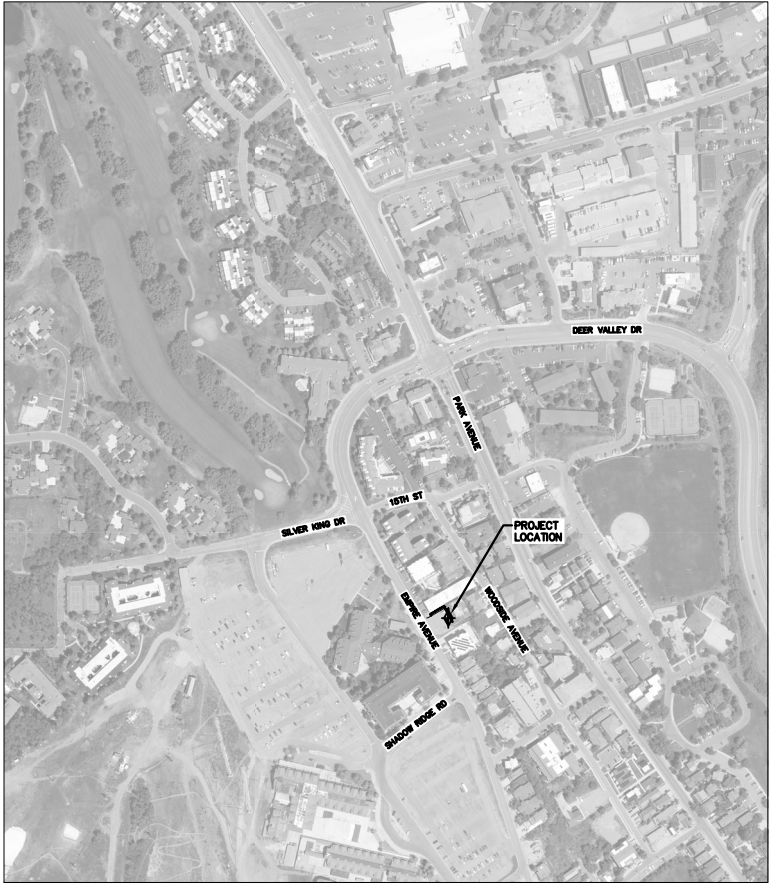
If you have questions or concerns regarding this Final Action Letter, please call 385-481-2036 or email virgil.lund@parkcity.org

Sincerely,

Rebecca Ward
Planning Director

CC: Virgil Lund

VICINITY MAP



SNOWSHOE INN, 1450 EMPIRE AVE
PARK CITY, UT 84060

SHEET INDEX

- 1. BOUNDARY EXHIBIT
- 2. EXISTING CONDITIONS
- 3. SITE PLAN
- 4. GRADING & STORM DRAIN PLAN
- 5. UTILITY PLAN
- 6. RETAINING WALL PLAN & PROFILE
- 7. DETAILS

PREPARED FOR

DEER VALLEY RESORT COMPANY, LLC
PARK CITY, UT 84060.

CIVIL ENGINEER



GENERAL NOTES

- G-1 ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING PLANS & SPECIFICATIONS:
 - A. Park City Design Standards, Construction Specifications, and Standard Drawings, Latest Edition.
 - B. Snyderville Basin Water Reclamation District (S.B.W.R.D.) Development Procedures, Design Standards and Construction Specifications, February 22, 2016 or latest edition.
 - C. Manual of Uniform Traffic Control Devices 2003 Edition, Revision #1 November 2004, Revision #2 December 2007.
 - D. UDOT Standard Specifications for Road and Bridge Construction, latest edition. (for improvements in the UDOT right of way)
 - E. Special conditions of approval and/or permits as required and/or issued by regulatory bodies.
 - F. Approved construction plans and details.
 - G. Approved Traffic Control Plan.
 - H. Storm Water Pollution Prevention Plan. (SWPPP)
- G-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, city engineer, S.B.W.R.D. engineer, P.C.M.C. engineer, and their designated representatives and inspectors.
- G-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.
- G-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. Special as-built requirements for HDPE sewer mains are required per as outlined on the drawings.
- G-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.
- G-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.
- G-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.
- G-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.
- G-9 Compaction testing shall be an integral part of the project. Compaction testing shall include, but shall not be limited to earthwork, trench backfill, base course, and asphalt pavement. Compaction testing shall be performed by a qualified, independent testing company retained by the contractor.



EH-U-6
Edelweiss Haus Condo
Entry No. 104887

FOUND REBAR & CAP
"B&G LS 1525"
IN LINE WITH EXISTING
RETAINING WALL

EXISTING FENCE

EXISTING STAIRS

EXISTING RETAINING WALL

EXISTING FENCE

EXISTING RETAINING WALL

EG

EG

EG

EG

N 59°31'26" E 138.40'

10' SIDE SETBACK

20' FRONT SETBACK

SA-227-A
1450 EMPIRE AVE
CONTAINS 10,521.74 SQFT

EXISTING
ASPHALT PARKING LOT

EXISTING RETAINING WALL

EXISTING BUILDING

10' REAR SETBACK

S 34°30'00" E 71.42'

SA-227-B
Warranty Deed
Entry No. 01173435
SURVEY NO. S0008428

N 28°55'56" W 35.58'

N 30°35'45" W 31.59'

POINT OF
BEGINNING

S 55°20'00" W 25.69'

N 34°00'00" W 14.42'

Quit Claim Deed Area
Entry No. 00917844

S 55°30'00" W 119.29'

FOUND REBAR & CAP
"B&G LS 1525"

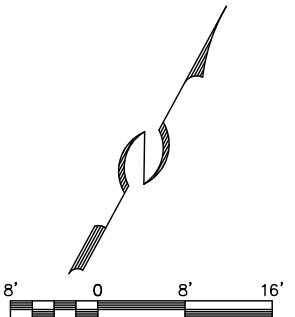
FOUND REBAR & CAP
2.14' AWAY FROM CORNER
"FERRARI LS 5046908"

NOTES:

1. It is not the intent of this project to perform a boundary survey. The intent of this project is to repair/replace existing improvements on the property that have been damaged over time. The proposed improvements on the north side have been brought back behind the property line as requested by adjacent property.
2. Empire Avenue right-of-way according to survey No 2727, recorded at the Summit County Recorder's Office August 8, 1997.
3. The setback lines shown are based on the Park City zoning map after this building was built.
4. The following documents were used in establishing the boundary:

Special Warranty Deed Entry No. 00671464
Quit Claim Deed Entry No. 00917844
Warranty Deed Entry No. 01173435
1440 Empire Avenue Replat Subdivision Entry No. 917845
Edelweiss Haus Condos Entry No. 104887
1469 Woodside Avenue Survey File No. S0008428

1440-A
1440 Empire Avenue Replat
Entry No. 917845



 2700 W HOMESTEAD RD STE 50 & 60 PARK CITY, UT 84098 435.252.8934	STAFF: RICH STEPHENS THOMAS VAUGHN SACHITH MUNASINGHE	BOUNDARY EXHIBIT SNOWSHOE INN 1450 EMPIRE AVENUE FOR: DEER VALLEY RESORT COMPANY, LLC JOB NO.: 16-8-23 FILE: \\Server\\x\\ParkCityNorth\\dwg\\project\\160823-Snow Shoe Inn\\160823-civil wall move.dwg	SHEET 1 OF 7
	DATE: 1/8/2024		

SOUTHWEST CORNER SECTION 9
T2S, R4E, SLB&M
N 90°00'00" W 1246.99'

EMPIRE AVE

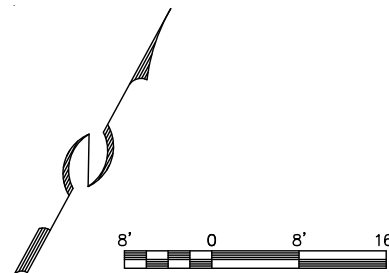
ROLLED GUTTER CURB

STORM DRAINAGE PRESENTLY FLOWS TOWARD THE EXISTING, INTERIOR RETAINING WALLS AND CONCENTRATES IN THE NORTHEASTERN CORNER OF THE PARKING LOT. AT THIS POINT, IT EMPTIES THROUGH A SQUARE PORT IN THE EXISTING RETAINING WALL AND POURS ONTO AN EXISTING CONCRETE SLAB BELOW, EVENTUALLY DRAINING EAST BETWEEN THE TWO BUILDINGS TOWARDS WOODSIDE AVE. IN ADDITION, THE STORM DRAINAGE IS ALSO SEEPING INTO THE FOUNDATION OF THE WEST SIDE OF THE BUILDING.

THE EXISTING ASPHALT PARKING LOT SHALL BE ROTO-MILLED AND REPLACED WITH NEW ASPHALT.

[illegible]

1. Site Benchmark: Water Meter = 6899.7'
2. Date of Survey: August 29, 2023.
3. Empire Avenue right-of-way according to survey No 2727, recorded at the Summit County Recorder's Office August 8, 1997.
4. The architect is responsible for verifying building setbacks, zoning requirements and building heights.



DATE: 1/8/2024

FILE: \\Server\X\ParkCityNorth\dwg\project\160823-Snow Shoe Inn\160823-civil wall move.dwg

SHEET
2
OF
7



A black and white photograph showing a narrow alleyway between a stone wall on the left and a building with a window on the right. Debris is scattered on the ground.

Page 11 of 64

- NOTES:
- 1. NONE OF THE VEGETATION WILL BE REMOVED DUE TO THIS IMPROVEMENT.
 - 2. NO ANY EXTERIOR LIGHTING CHANGES WILL OCCUR DUE TO THIS PROJECT.



REBUILD THESE TWO
BASINS BEHIND THE
PROPERTY LINE

LEGEND
CONSTRUCTION
AREA

NEW STORM DRAIN LINE WITH
MANHOLES. SEE SHEET 4.

EXISTING
POWER POLE

TELECOMMUNICATIONS
VAULT

BUS STOP SIGN.
(SAVE & PROTECT)

EDGE OF
ASPHALT
EDGE OF ROLL
GUTTER

EXISTING
OVERHEAD
POWER LINE.

EDGE OF
ASPHALT

EDGE OF ROLL
GUTTER

EXISTING
SIDEWALK
EDGE.

EXISTING
STORM
DRAIN
MANHOLE.

EXISTING
STORM
DRAIN
MANHOLE.

EXISTING
POWER
POLE

METAL GATE
(SAVE AND PROTECT)

EXISTING
OVERHEAD
POWER LINE.

CONCRETE
SIDEWALK.
(SAVE &
PROTECT)

PROTECT AND SAVE
THIS SECTION OF
EXISTING RETAINING
WALL

EXISTING WATER METER.
(SAVE AND PROTECT).

EXISTING CONCRETE
RETAINING WALL.
(DEMOLISHED ENTIRE
LENGTH).

CHAIN LINK
FENCE (SAVE
& PROTECT)

EXISTING
STEPS.

EXISTING CONCRETE
BASIN
(TO BE DEMOLISHED
AND REBUILT BEHIND
PROPERTY LINE)

DO NOT DISTURB
PROPERTY EAST OF THIS
LINE

GAS METER AND
PIPING.
(SAVE & PROTECT)

ELECTRIC
METER.
(SAVE &
PROTECT)

CONCRETE
RETAINING
WALL

EXISTING
METAL WIRE
FENCE.

INSTALL A NEW 60" Ø MANHOLE
W/SUMP PUMP.

EXISTING CONCRETE DRAINAGE
BASIN (DEMOLISH ENCROACHING
AREA AND REBUILD BEHIND
PROPERTY LINE)
SEE PHOTO THIS SHEET

REMOVE EXISTING RETAINING
WALL WITH STONE VENEER.

INSTALL NEW 109' VERTI-BLOCK
RETAINING WALL.

INSTALL 4" NEW CONCRETE SLAB IN THIS
AREA OVER PERFORATED DRAIN.

EXISTING CONCRETE SLAB BETWEEN THE
BUILDING AND THE WALL (DEMOLISHED ENTIRE
LENGTH).

1450 EMPIRE AVE
EXISTING BUILDING

EXISTING ASPHALT
PARKING LOT
5864 SF

REPAVE WITH 3" MIN
ASPHALT OVER 8" BASE
COURSE. USING ROTO
MILLINGS IS ACCEPTABLE
AS BASE COURSE.

INSTALL NEW 48" WIDE
CONCRETE WATERWAY
(400 SF TOTAL)

INSTALL VERTI-BLOCK
RETAINING WALL BEHIND
AND PARALLEL TO
PROPERTY LINE

LINE UP VERTI-BLOCK
RETAINING WALL WITH
EXISTING CURB

NEW STORM DRAIN
LINE WITH MANHOLES.
SEE SHEET 4.

LINE UP VERTI-BLOCK
RETAINING WALL WITH
BUILDING

WOOD COLUMN
WITH STONE
BASE (TYP).
(SAVE AND
PROTECT)

EXISTING
COVERED
ENTRANCE

CONCRETE
PATIO

8' 0 8' 16'

ALLIANCE
ENGINEERING

2700 W HOMESTEAD RD
STE 50 & 60
PARK CITY, UT 84098
435.252.8834

STAFF:
RICH STEPHENS
THOMAS VAUGHN
SACHITH MUNASINGHE

DATE: 1/8/2024

SITE PLAN
SNOWSHOE INN
1450 EMPIRE AVENUE

FOR: DEER VALLEY RESORT COMPANY, LLC

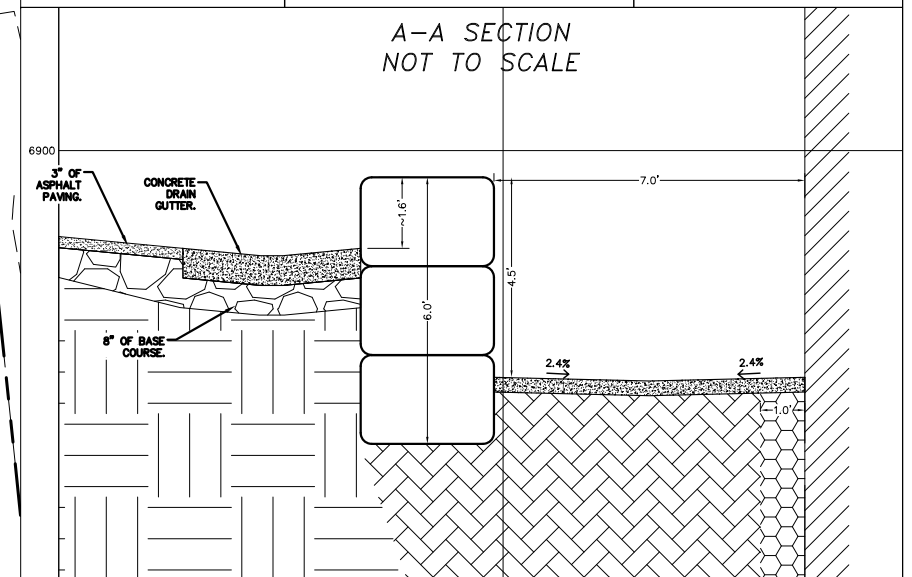
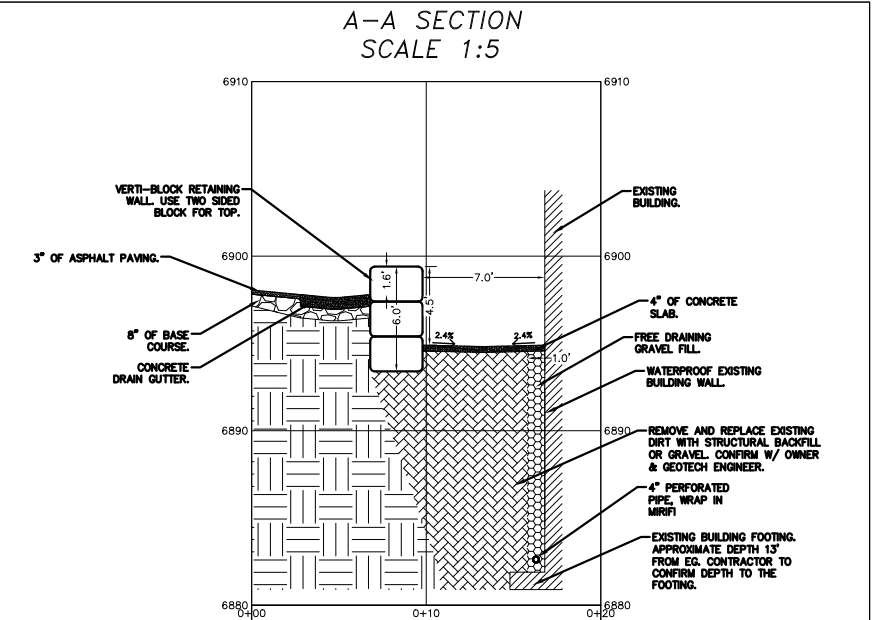
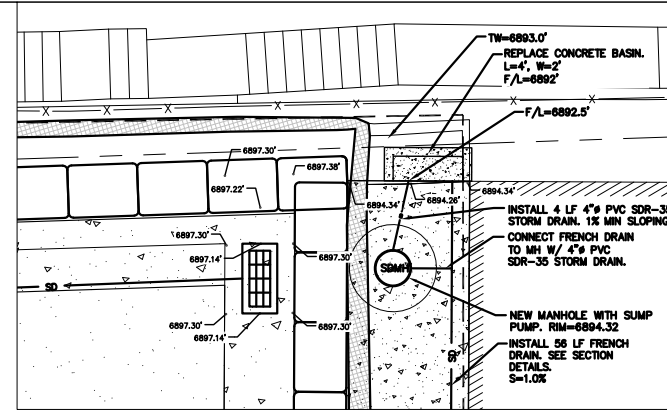
JOB NO.: 16-8-23

FILE: \\Server\\x\\ParkCityNorth\\dwg\\project\\160823-Snow Shoe Inn\\160823-civil wall move.dwg

SHEET
3
OF
7

EXCAVATE AND INSTALL NEW 2'X4' STORM DRAINAGE BASIN AND NEW 12" STORM DRAIN LINE AS SHOWN. TIE INTO EXISTING STORM DRAIN LINE IN EMPIRE AVE. CONTRACTOR TO VERIFY ALL EXISTING LOCATIONS AND ELEVATIONS OF EXISTING STORM DRAIN LINE BEFORE INSTALLING NEW STORM DRAIN LINE.

REBUILD RETAINING WALLS USING VERTI-BLOCK OR OTHER CONCRETE, DRY MASONRY SYSTEM.



6910

VERTI-BLOCK RETAINING WALL
USE TWO SIDED BLOCK FOR
TOP. SEE DETAIL ABOVE

3" OF ASPHALT PAVING.

6900

8" OF BASE
COURSE.

CONCRETE
DRAIN GUTTER.

6890

REMOVE AND REPLACE EXISTING DIRT
WITH STRUCTURAL BACKFILL OR
GRAVEL. CONFIRM W/ OWNER &
GEOTECH ENGINEER.

2.4%

2.4%

EXISTING BUILDING.

4" OF CONCRETE
SLAB.

NEW 5" Ø MANHOLE WITH SUMP
PUMP. CONTRACTOR TO DESIGN
RM=6894.32

6890

4" PERFORATED
PIPE, WRAP IN
MRFI

EXISTING BUILDING FOOTING.
APPROXIMATE DEPTH 13"
FROM EG. CONTRACTOR TO
CONFIRM DEPTH TO THE
FOOTING.

6880

0+00

0+10

0+20

NOT TO SCALE



**2700 W HOMESTEAD RD
STE 50 & 60
PARK CITY, UT 84098
435.258.6934**

DATE: 1/8/2024

JOB NO.: 16-8-23

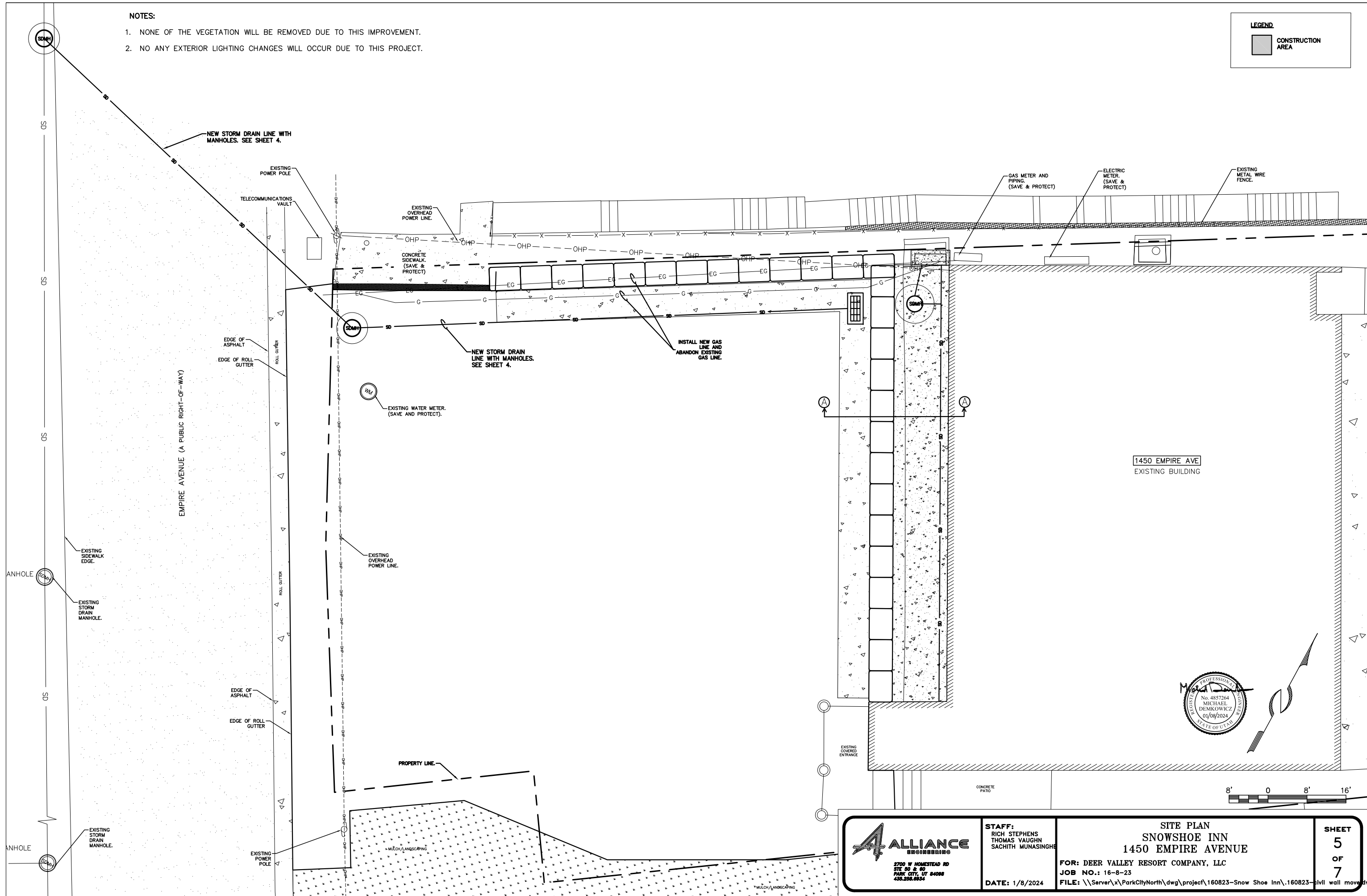
FILE: \\Server\x\ParkCityNorth\dwg\project\160823-Snow Shoe Inn\160823-civil wall move.dwg

SHEET
4
OF
7

NOTES:

1. NONE OF THE VEGETATION WILL BE REMOVED DUE TO THIS IMPROVEMENT.
2. NO ANY EXTERIOR LIGHTING CHANGES WILL OCCUR DUE TO THIS PROJECT.

LEGEND

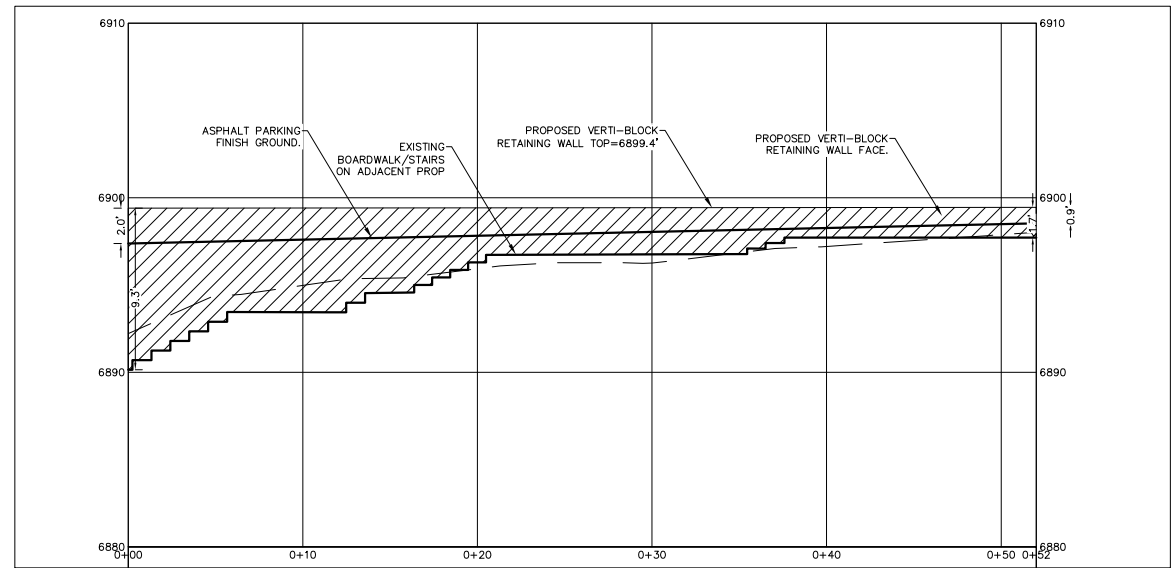
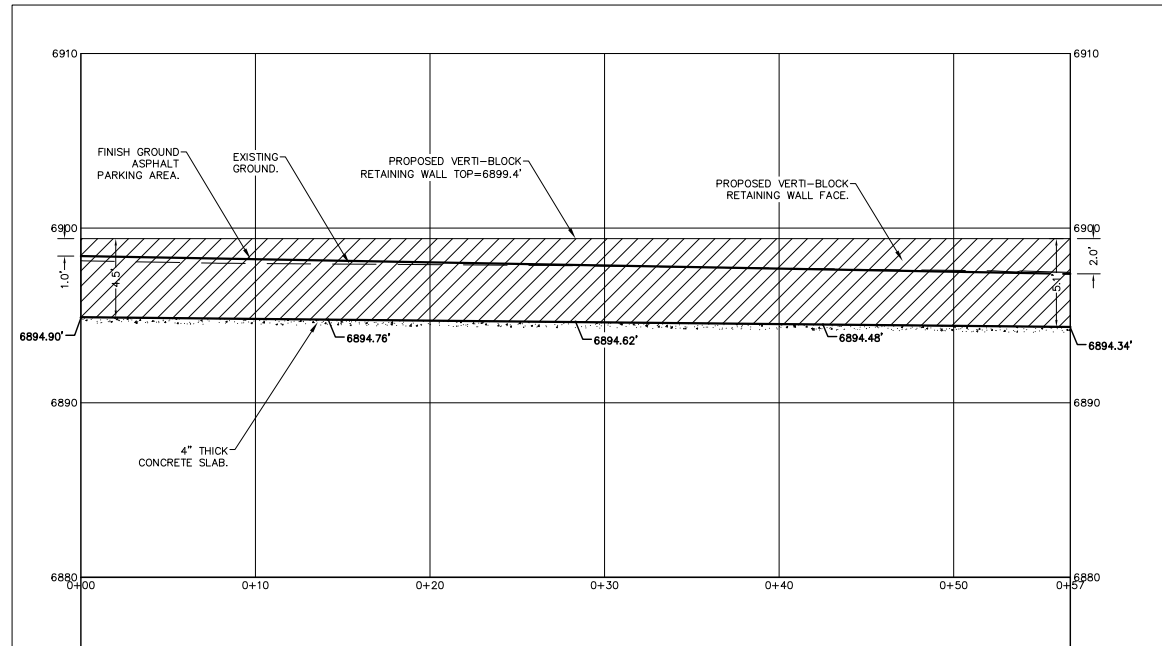
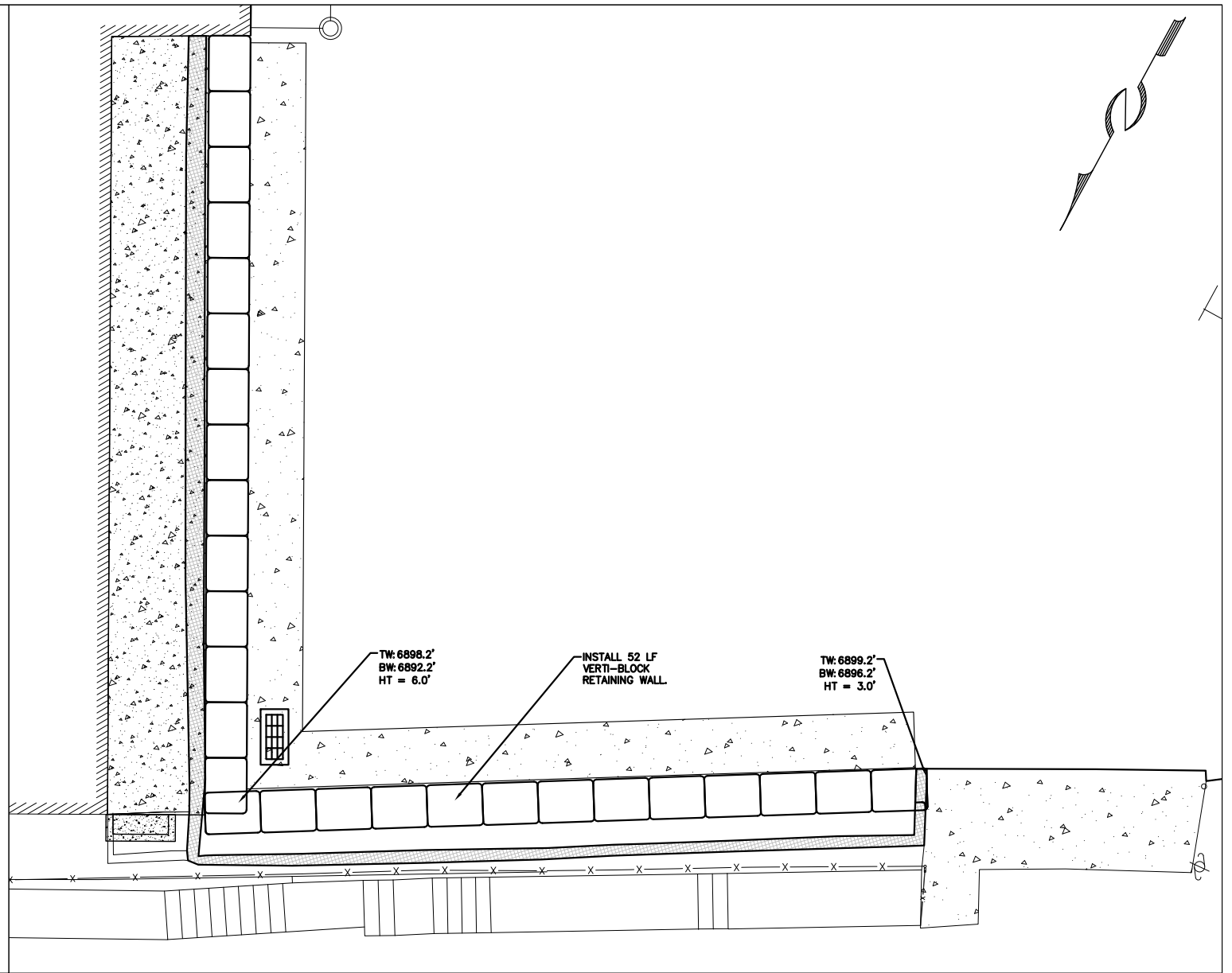
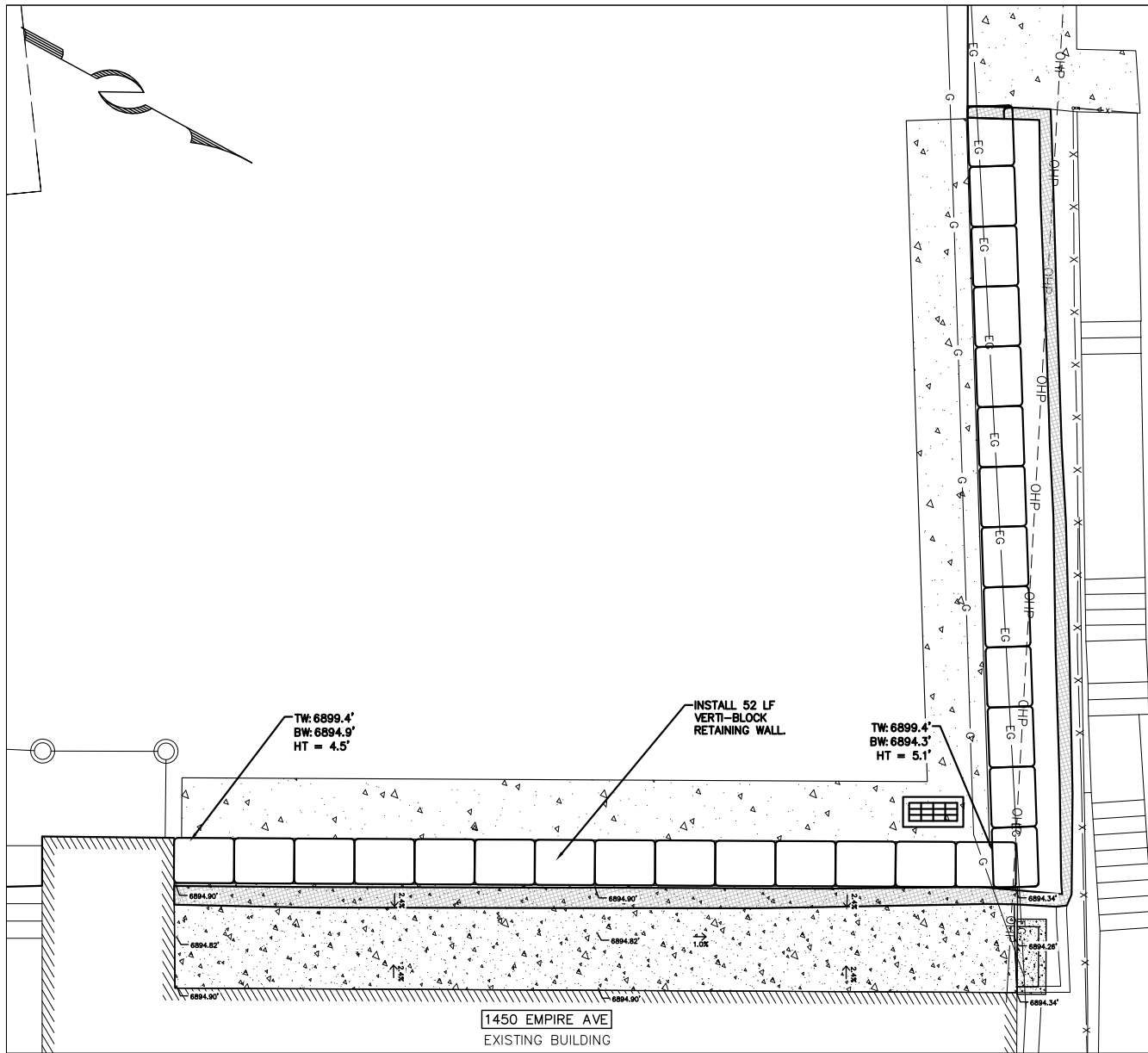


ALLIANCE
ENGINEERING
2700 W HOMESTEAD RD
STE 50 & 60
PARK CITY, UT 84098
435.252.8934

STAFF:
RICH STEPHENS
THOMAS VAUGHN
SACHITH MUNASINGHE
DATE: 1/8/2024

SITE PLAN
SNOWSHOE INN
1450 EMPIRE AVENUE
FOR: DEER VALLEY RESORT COMPANY, LLC
JOB NO.: 16-8-23
FILE: \\Server\\x\\ParkCityNorth\\dwg\\project\\160823-Snow Shoe Inn\\160823-civil wall move.dwg

SHEET
5
OF
7



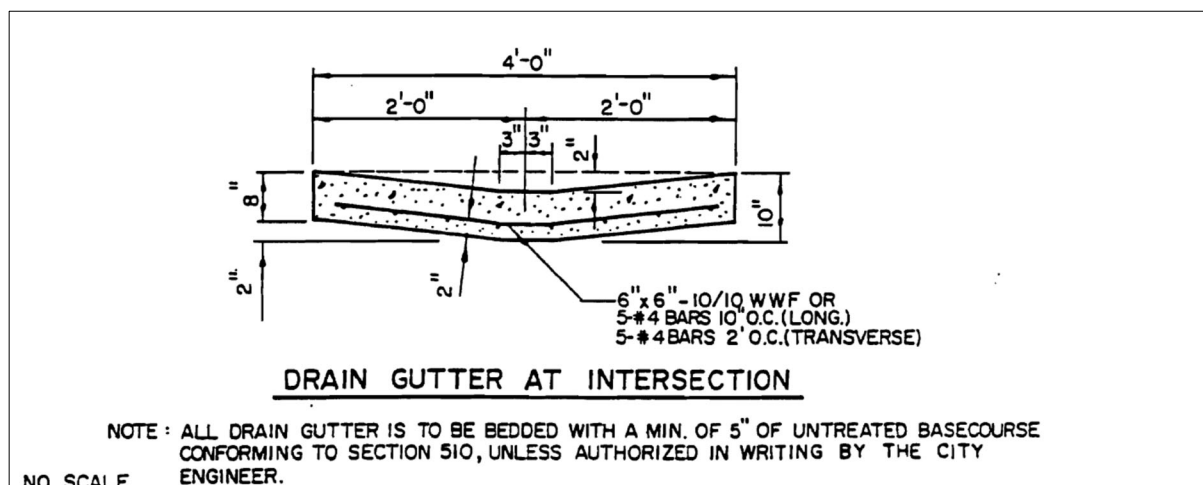
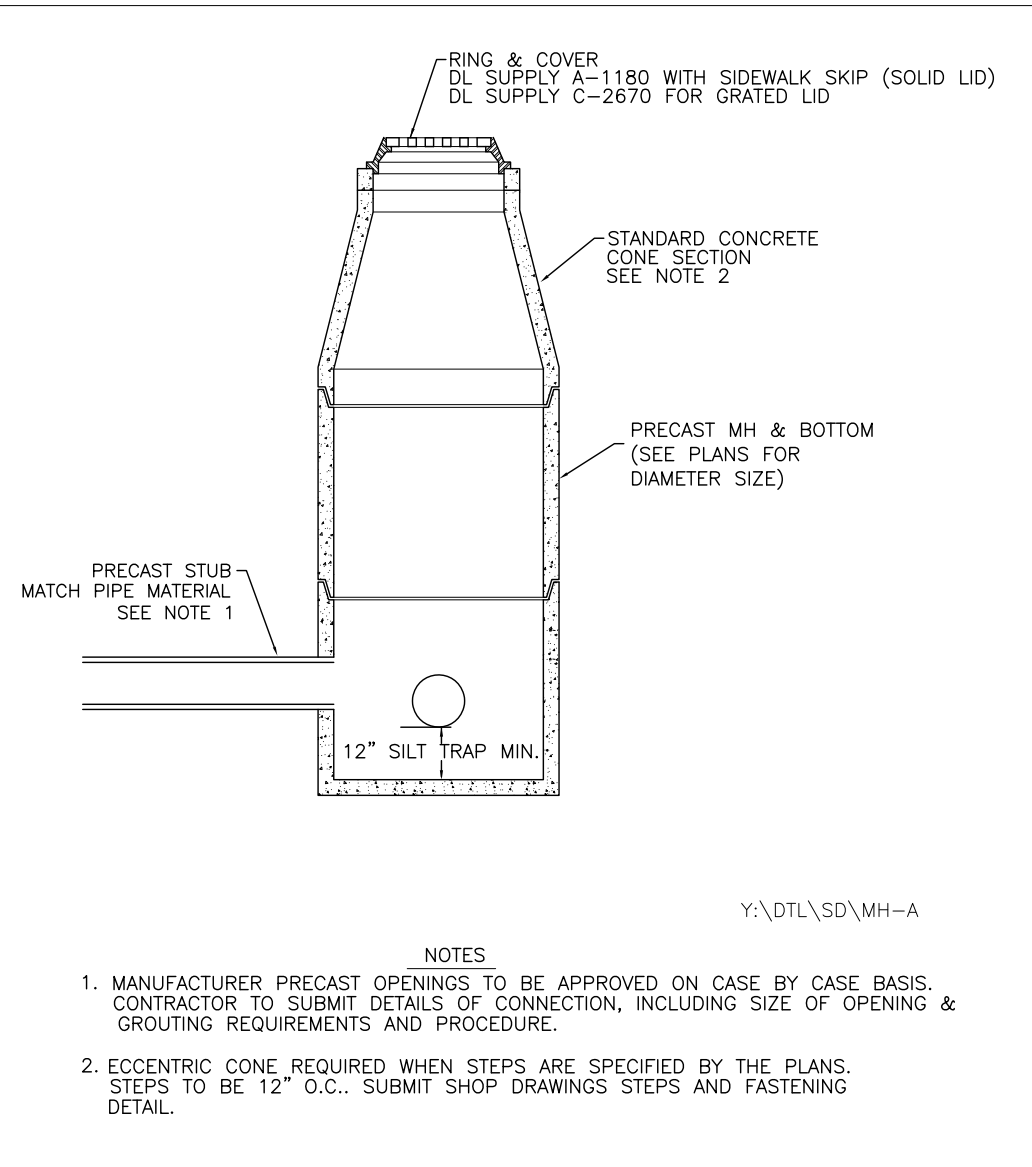
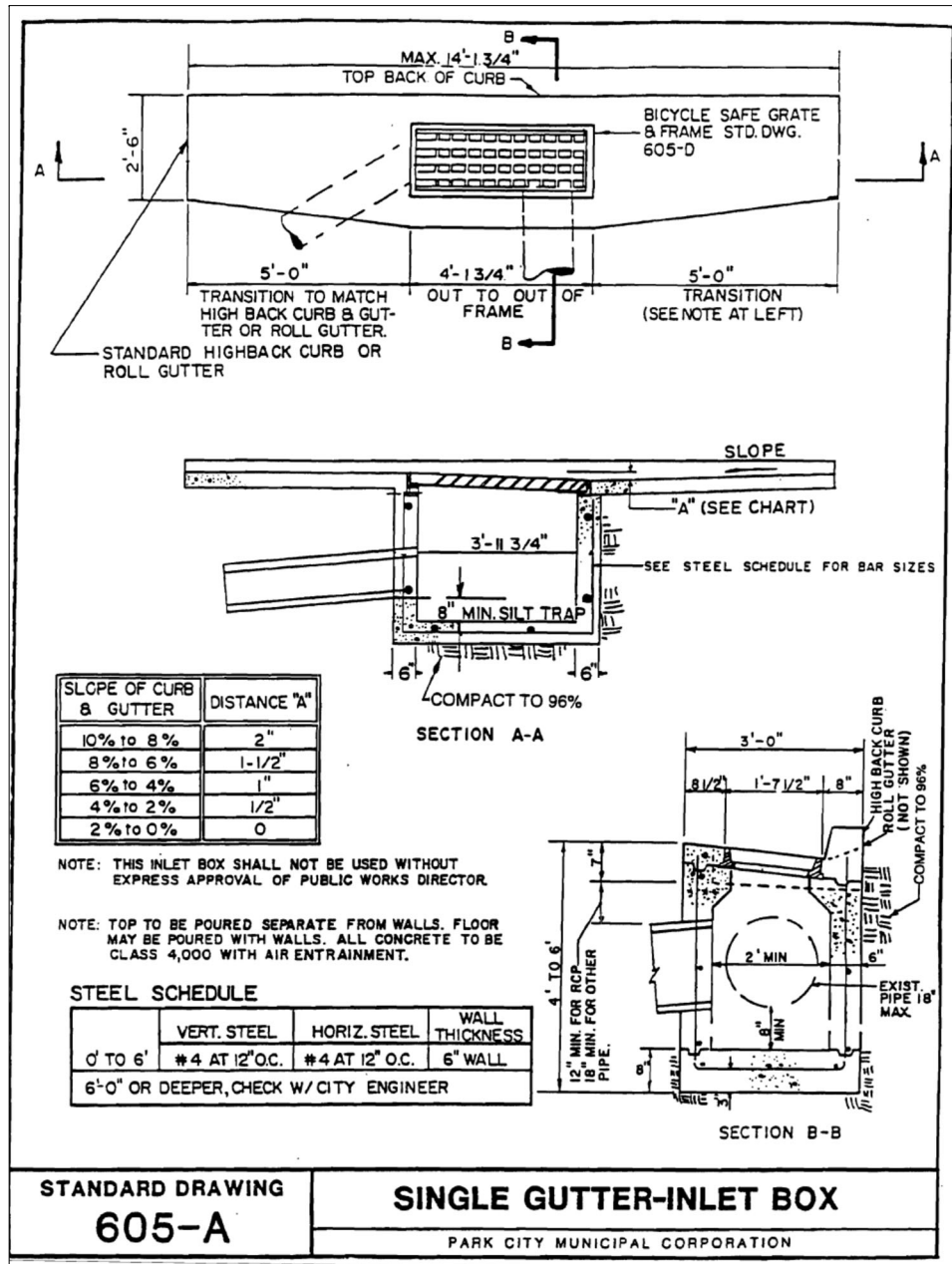
NOTE:
REFER TO AGEC DESIGN FOR DETAILS.



STAFF:
RICH STEPHENS
SACHITH MUNASINGHE
DATE: 1/8/2024

RETAINING WALL PLAN & PROFILE
SNOWSHOE INN
1450 EMPIRE AVENUE
FOR: DEER VALLEY RESORT COMPANY, LLC
JOB NO.: 16-8-23
FILE: \\Server\X\ParkCityNorth\dwg\project\160823-Snow Shoe Inn\160823-civil wall move.dwg

SHEET
6
OF
7



STAFF:
RICH STEPHENS
SACHITH MUNASINGHE

DATE: 1/8/2024

DETAILS
SNOWSHOE INN
1450 EMPIRE AVENUE

FOR: DEER VALLEY RESORT COMPANY, LLC

JOB NO.: 16-8-23

FILE: \\Server\X\ParkCityNorth\dwg\project\160823-Snow Shoe Inn\160823-civil wall move.dwg

SHEET
7
OF
7

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (this "Agreement"), dated effective as of the 28th day of March 2024, is by and between DEER VALLEY RESORT COMPANY, LLC ("DVRC") and THE EDELWEISS HAUS HOMEOWNERS' ASSOCIATION (the "HOA"). DVRC and the HOA are collectively referred to as the "Parties" and individually as a "Party".

RECITALS

- A. DVRC operates a lodging facility commonly known as the Snowshoe Inn and located at 1450 Empire Ave., Park City, UT 84060 ("Snowshoe Inn").
- B. The HOA is the condominium association for a lodging facility adjacent to the Snowshoe Inn, which is commonly known as the Edelweiss Haus and located at 1482 Empire Ave., Park City, UT 84060 ("Edelweiss Haus").
- C. In a letter dated November 1, 2023, the HOA notified DVRC that in the Spring of 2022 and 2023, Edelweiss Haus experienced flooding at the Edelweiss Haus, which the HOA believes to be the result of water runoff from the Snowshoe Inn parking lot (the "2022-23 Matter").
- D. The HOA requested that DVRC compensate the HOA for expenses related to property damage sustained as a result of the 2022-23 Matter and to take certain actions to help prevent future flooding.
- E. Without admitting to any wrongdoing or liability of any kind whatsoever, the Parties desire to enter into this Agreement in order to avoid the expense, inconvenience and distraction of litigation and to resolve all claims the HOA has asserted or may have in any way related to the 2022-23 Matter.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. Settlement Money. As full and final settlement of the 2022-23 Matter and in consideration of the release and covenants by the HOA set forth below, DVRC shall (a) pay to the HOA the sum of Fifty-Three Thousand and NO/100 U.S. Dollars (\$53,000.00), (b) reimburse the HOA for its documented and out-of-pocket legal and other professional fees incurred in connection with the review and negotiation of this Agreement, in an amount not to exceed Seven Thousand and NO/100 U.S. Dollars (\$7,000.00) (collectively, the "Settlement Money"), and (c) construct a new water runoff system in the Snowshoe Inn parking lot pursuant to Section 2, below (the "New System"). The Settlement Money shall be in the form of a check or ACH funds transfer to the HOA within thirty (30) days of the Parties' mutual execution and acknowledgement of this Agreement.
- 2. New System. Upon execution of this Agreement and the HOA's written grant of consent to enter upon Edelweiss Haus property for such construction work, DVRC agrees to work diligently and in good faith on the construction of a New System in accordance with the consent letter (including the design attached thereto), as well as the Alliance Engineering Revised Designs and Applied



Geotechnical Engineering Consultants Retaining Wall Design attached hereto as Exhibit A, each as may be amended. DVRC shall be solely responsible for the construction, maintenance and repair of the New System. Without limiting DVRC's express obligations in this Section 2, the Parties' settlement of the 2022-23 Matter as set forth in this Agreement is not conditioned upon nor subject to the condition, quality or functionality of the New System at any time from and after the effective date hereof.

3. HOA Release and Waiver of Known and Unknown Claims.

- a. As used herein, the term "Claims" means all claims, actions, causes of action, demands, liabilities, losses, suits, debts, obligations, promises, agreements, compensation, reimbursement, fines, penalties, equitable relief, damages (including nominal, actual and compensatory damages, punitive or exemplary damages, and consequential and incidental damages), attorneys' fees, costs, court costs, interest and expenses of any type, nature, and kind whatsoever, whether known or unknown, fixed or contingent, accrued or not yet accrued, suspected or not suspected.
- b. Each of the Parties understands and acknowledges that for the purposes of this Agreement, the term "Related Persons" means a person's or entity's past, present or future, direct or indirect, predecessors, successors, assigns, parents, subsidiaries, divisions, affiliated entities, partners, directors, officers, members, employees, agents, representatives, attorneys, insurers and all persons acting by, through, under or in concert with any of them.
- c. Effective on the effective date set forth above and delivery of the Settlement Money, the HOA, on behalf of itself and its Related Persons, hereby releases and forever discharges DVRC and its Related Persons from any and all Claims that the HOA had, now has, or may hereafter have by reason of any event, act, omission, transaction or other relationship or cause, arising out of, involving or related in any way to the 2022-23 Matter; *provided, however*, that nothing in this Agreement shall be construed as settling or releasing any Claims of owners of units at or within Edelweiss Haus regarding alleged damage to the interiors of their units.
- d. IT IS EXPRESSLY UNDERSTOOD AND AGREED FURTHER that the HOA acknowledges there is a risk that, subsequent to the execution of this Agreement, it may incur, suffer, or sustain loss, damage, costs, attorneys' fees, expenses, or any of these, that are in some way caused by or connected with the 2022-23 Matter, or that are unknown and unanticipated at the time this Agreement is signed. The HOA hereby agrees to fully and unconditionally release, relinquish, dismiss, acquit and forever discharge DVRC from any and all Claims relating to the 2022-23 Matter, regardless of whether such Claims are known or unknown, suspected or unsuspected, accrued or unaccrued, vested and/or contingent as of the effective date of this Agreement.
- e. IT IS UNDERSTOOD AND AGREED FURTHER that this Agreement shall apply to and cover any and all damages, known, unknown, speculative, or ascertained in the future, including but not limited to any injury or damage now unknown or the consequences thereof that arose out of the 2022-23 Matter.
- f. IT IS UNDERSTOOD AND AGREED FURTHER that the HOA warrants and represent that no legal action, lien, or claim of any kind is pending by the HOA or on the HOA's behalf as a result of any alleged damages sustained by the HOA or relating to the 2022-23 Matter.

- g. IT IS UNDERSTOOD AND AGREED FURTHER that the HOA and its Related Persons do not release and discharge DVRC and its Related Persons from any and all Claims that the HOA and its Related Persons may hereafter have by reason of any event, act, omission, transaction or other relationship or cause, arising out of, involving or related in any way to the future water runoff from the Snowshoe Inn parking lot or as a consequence of the New System.
4. Confidentiality. This Agreement and its terms are confidential and the Parties shall not disclose a copy of this Agreement or its terms to any person or entity except (i) to the extent necessary to effectuate or enforce this Agreement, (ii) to a Party, its Related Persons, parent and affiliated companies, and their respective officers, directors, employees, legal counsel, accountants, auditors, insurers and lenders, and (iii) as required by law or court order so long as such disclosure is in the most limited manner allowed.
 5. No Admission of Liability. This Agreement is entered to resolve disputed claims. Nothing herein shall constitute or be construed as an admission of liability, fault or wrongdoing by either Party, such liability, fault or wrongful conduct being expressly denied.
 6. Non-Disparagement. The Parties agree not to make any statements or comments to others, oral or written, that malign, defame, or otherwise disparage any of the other Party, either publicly or privately.
 7. Non-Circumvent. The Parties and their respective successors, assigns, heirs, transferees and affiliates agree to not directly or indirectly take any actions, make any attempts, fail to act or act in concert with any person, agent, representative, associate, advisor, relative and/or entity who takes an action or fails to take any action intended to, or such that the resulting effect is to, materially undermine, frustrate and/or circumvent the purposes or the effectiveness of any provisions of this Agreement. The Parties acknowledge that this provision is a material and bargained-for term of this Agreement.
 8. Disputes. In the event of any dispute between the Parties regarding this Agreement or the New System, the Parties shall resolve such dispute by (i) first direct, good faith discussions between the most senior officers of each of them, for a period not to exceed fifteen (15) days from the date of referral, (ii) then expedited mediation with a mediator mutually agreed to by the Parties and conducted promptly after a request for mediation (the Parties agree to use all reasonable efforts to conduct mediation within thirty (30) days after a request for mediation), and (iii) after mediation, if necessary, expedited binding commercial arbitration before a single arbitrator agreed to by the Parties selected from Utah ADR Services (utahadrservices.com/) in an arbitration proceeding administered according to the JAMS Streamlined Arbitration Rules & Procedures (www.jamsadr.com/rules-streamlined-arbitration/) and conducted promptly after a demand for arbitration (the Parties agree to use all reasonable efforts to complete arbitration within sixty (60) days after a demand for arbitration). This arbitration provision does not preclude a Party's right to seek a temporary restraining order and preliminary and/or permanent injunction to enforce this Agreement or a court order of specific performance of any express obligation of the other Party under this Agreement. All mediation and arbitration proceedings shall be under Utah law and occur in Summit County, Utah.
 9. Warranties by the HOA.

- a. The HOA warrants that (i) a proper meeting of its Board of Directors has taken place, (ii) a sufficient quorum was present, and (iii) the Board of Directors has voted in favor of and approved the settlement of the 2022-23 Matter pursuant to the terms of this Agreement.
- b. The HOA warrants that the terms of this Agreement do not contravene the terms and conditions of the governing documents of the HOA and the HOA has the authority and power to enter into this Agreement and to perform its obligations herein.
- c. The HOA warrants that it is in good standing with the laws of the State of Utah.
- d. The HOA shall provide DVRC with a resolution duly executed by its Board of Directors approving the contents of this Agreement and authorizing the HOA to enter into same.

10. Miscellaneous Provisions. The Parties further agree:

- a. This Agreement shall be governed by the laws of the State of Utah, exclusive of its choice of laws rules.
- b. This Agreement shall be considered as drafted jointly by the Parties, and no uncertainty or ambiguity found in the terms hereof shall be construed for or against any Party based on an attribution of drafting to any Party.
- c. The Parties agree and acknowledge that this Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and it supersedes all other prior discussions, agreements and understandings, both written and oral, between the Parties with respect hereto. Any amendment or modification of this Agreement must be in writing and signed by the Parties affected by it.
- d. Each Party covenants and represents that there has been no assignment, transfer or other disposition of, or lien on, any interest in or portion of the Claims that it has settled and released in this Agreement, and that it is fully entitled to enter into this Agreement. Each Party shall indemnify, defend and hold harmless the other Party from and against any and all Claims based upon or arising out of the existence of any assignment, transfer, disposition, lien on, or lack of authority to enter into, this Agreement.
- e. In the event any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions shall remain in full force and effect.
- f. In the event of any breach or dispute with respect to this Agreement resulting in dispute resolution proceedings of any kind, the arbitrator or court shall award the substantially prevailing Party its reasonable attorneys' fees and costs to be paid by the non-substantially prevailing Party or Parties, as the case may be.
- g. Each person executing this Agreement on behalf of a Party represents and warrants that they have read this Agreement; have had the opportunity to consult with such Party's legal counsel; they are fully authorized by such Party to sign this Agreement and bind such Party to its terms; and all necessary approvals have been duly obtained and such Party has duly authorized entering into this Agreement.



- h. This Agreement may be executed in any number of counterparts. Digital signatures shall be as effective as an original signature.

[Signature Page Follows]

The Parties agree to the terms and conditions of this Settlement Agreement and Release as indicated by their duly authorized signatures below, with effect as of the date first set forth above.

DEER VALLEY RESORT COMPANY, LLC

**THE EDELWEISS HAUS
HOMEOWNERS' ASSOCIATION**

DocuSigned by:



582E0A627DCF47B...
Hannah Tyler

By:
Its: Vice President, Resort Planning
Date: 3/29/2024



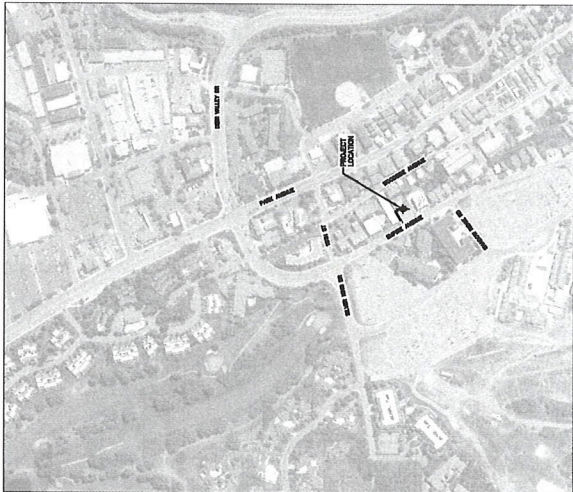
By: 
Its: PRESIDENT
Date: 3/28/24



Exhibit A

{See Attached}

VICINITY MAP



SNOWSHOE INN, 1450 EMPIRE AVE PARK CITY, UT 84060

SHEET INDEX

- 1. BOUNDARY EXHIBIT
- 2. EXISTING CONDITIONS
- 3. SITE PLAN
- 4. GRADING & STORM DRAIN PLAN
- 5. UTILITY PLAN
- 6. RETAINING WALL PLAN & PROFILE
- 7. DETAILS

PREPARED FOR
DEER VALLEY RESORT COMPANY, LLC
PARK CITY, UT 84060.

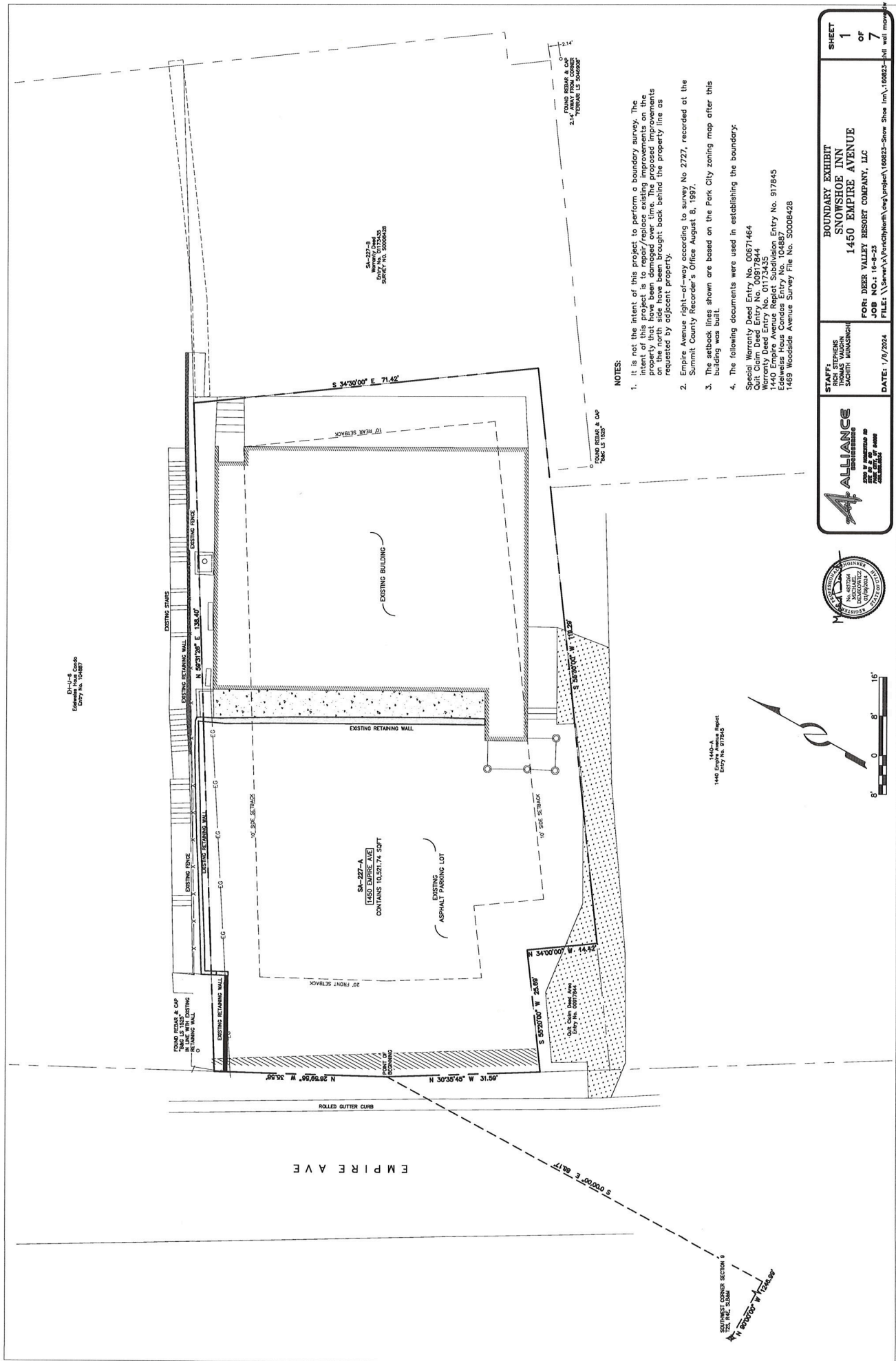
CIVIL ENGINEER



GENERAL NOTES

- G-1 ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING PLANS & SPECIFICATIONS:
 - A. Park City Design Standards, Construction Specifications, and Standard Drawings, Latest Edition.
 - B. Snyderette Basin Water Reclamation District (S.B.W.R.D.) Development Procedures, Design Standards and Construction Specifications, February 22, 2016 or latest edition.
 - C. Manual of Uniform Traffic Control Devices 2003 Edition, Revision #1 November 2004, Revision #2 December 2007.
 - D. UDOT Standard Specifications for Road and Bridge Construction, latest edition. (for improvements in the UDOT right of way)
 - E. Special conditions of approval and/or permits as required and/or issued by regulatory bodies.
 - F. Approved construction plans and details.
 - G. Approved Traffic Control Plan.
 - H. Storm Water Pollution Prevention Plan. (SWPPP)
- G-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, city engineer, S.B.W.R.D. engineer, P.C.M.C. engineer, and their designated representatives and inspectors.
- G-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.
- G-4 The contractor shall maintain accurate records of "As Built" conditions of all underground work. The "As Built" 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. Special as-built requirements for HDPE sewer mains are required per as outlined on the drawings.
- G-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.
- G-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.
- G-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.
- G-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.
- G-9 Compaction testing shall be on an integral part of the project. Compaction testing shall include, but shall not be limited to earthwork, trench backfill, base course, and asphalt pavement. Compaction testing shall be performed by a qualified, independent testing company retained by the contractor.





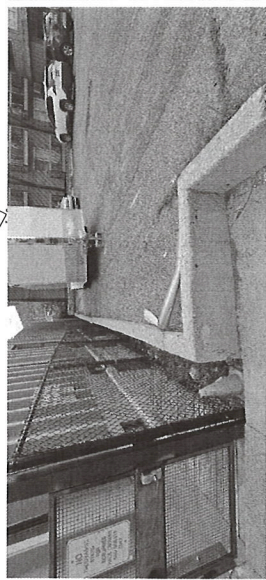


FIGURE 1: LOOKING ALONG THE NORTH LOTLINE. RETAINING WALL ON THE RIGHT SIDE IS SHOWN. THE BUS STOP IS IN THE FOREGROUND.



FIGURE 2: EXISTING SQUARE PORT IN THE RETAINING WALL FOR PARKING LOT DRAINAGE



FIGURE 3: LOOKING ALONG THE WESTERN SIDE OF THE BUILDING, CONCRETE RETAINING WALL IS ON THE LEFT. CONCRETE SLAB BETWEEN THE BUILDING AND THE WALL SHOWS WITH SEEPAGE HERE



FIGURE 4: EXISTING CONCRETE BASIN ON THE NORTHWEST CORNER OF THE PROPERTY.

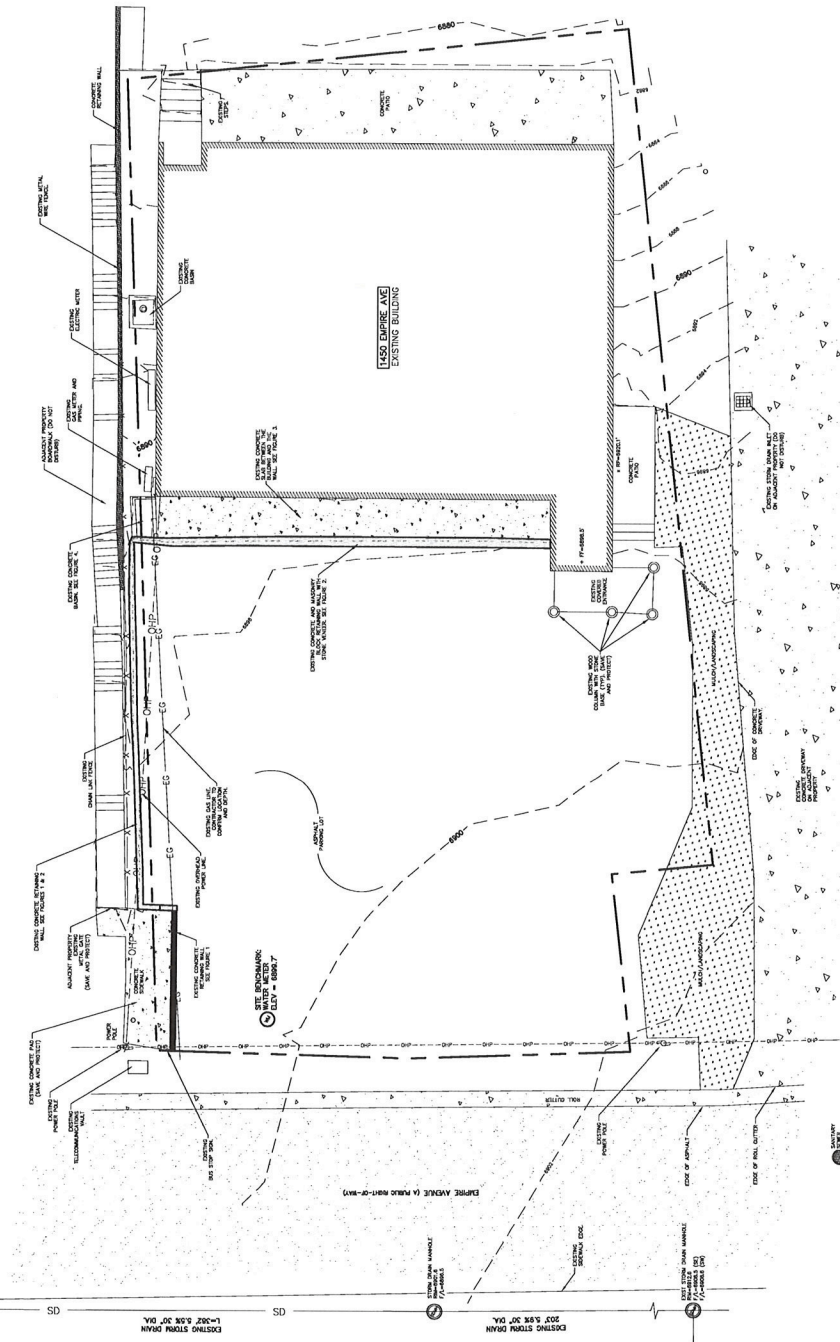
SUMMARY OF SCOPE OF WORK:

STORM DRAINAGE PRESENTLY FLOWS TOWARD THE EXISTING INTERIOR RETAINING WALLS AND CONCENTRATES IN THE NORTHEASTERN CORNER OF THE PARKING LOT. AT THIS POINT, IT EMPTIES THROUGH A SQUARE PORT IN THE EXISTING RETAINING WALL AND POURS ONTO AN EXISTING CONCRETE BASIN. THE EXISTING CONCRETE BASIN IS NOT MAINTAINED AND THE EXISTING CONCRETE BASIN IS NOT MAINTAINED. IN ADDITION, THE STORM DRAINAGE IS ALSO SEEPING INTO THE FOUNDATION OF THE WEST SIDE OF THE BUILDING.

THIS PROJECT WILL INSTALL NEW INTERIOR RETAINING WALLS AND A NEW STORM DRAINAGE SYSTEM. THE STORM DRAINAGE SYSTEM WILL INCLUDE A CATCH BASIN TO CAPTURE WATER FROM THE PARKING LOT AND SEND IT TO AN EXISTING STORM DRAIN SYSTEM IN EMPIRE AVE. ALSO, A NEW PERFORATED DRAINAGE SYSTEM WILL BE INSTALLED ALONG THE WESTERN SIDE OF THE BUILDING TO CAPTURE WATER THAT WOULD NORMALLY SEEP INTO THE BUILDING FOUNDATION.

THE EXISTING ASPHALT PARKING LOT SHALL BE ROTO-MILLED AND REPLACED WITH NEW ASPHALT.

DEMO: INTERIOR RETAINING WALLS, CONCRETE SLAB BETWEEN THE WEST SIDE OF THE BUILDING AND RETAINING WALL AND ALL EARTH BELOW THIS SLAB DOWN TO THE TOP OF THE EXISTING FOOTINGS. ROTO-MILL ASPHALT PARKING LOT.



NOTES

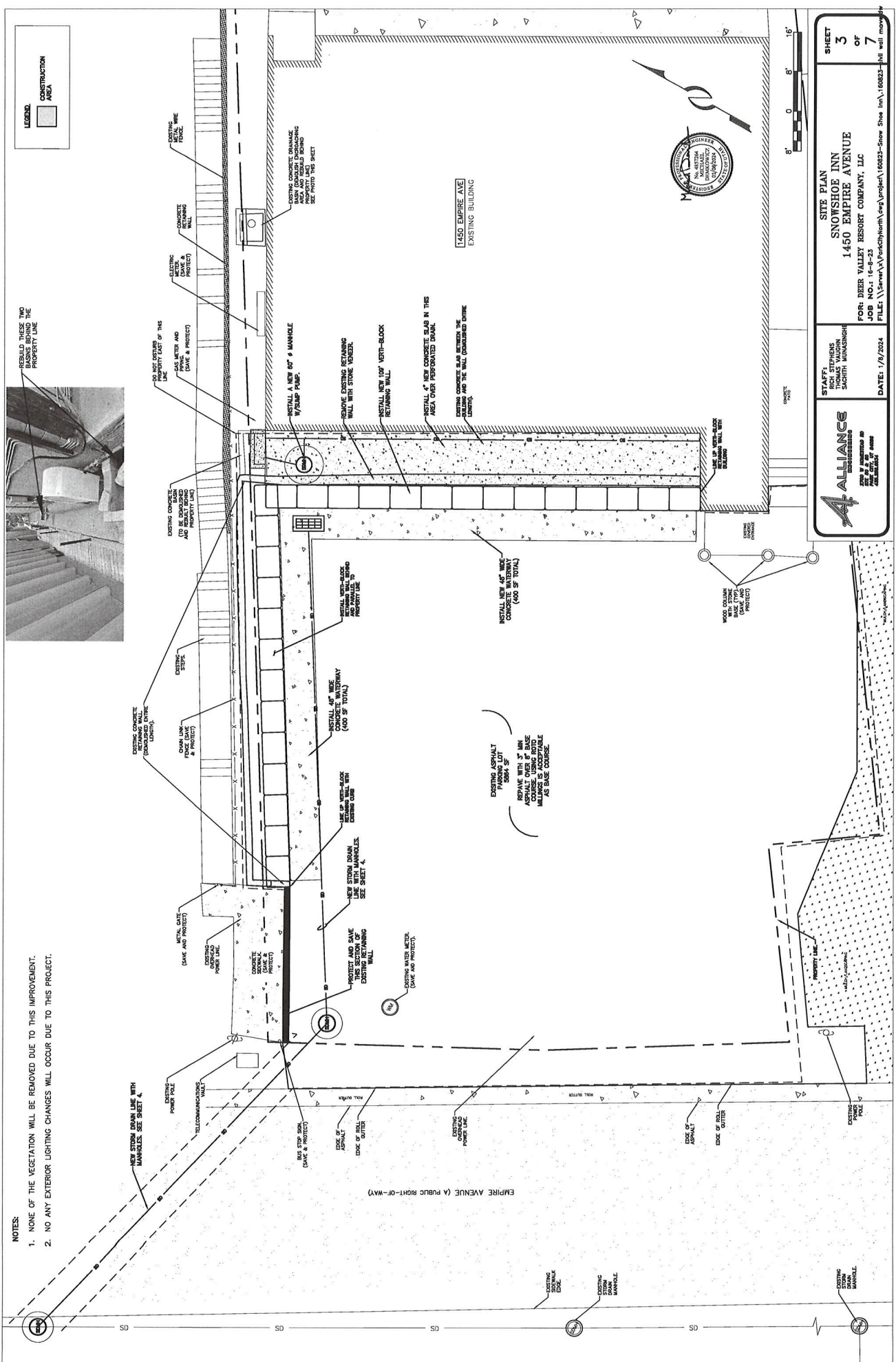
1. Site Benchmark: Water Meter = 6899.7
2. Date of Survey: August 29, 2023.
3. Empire Avenue right-of-way according to survey No. 2727, recorded at the Summit County Recorder's Office August 8, 1997.
4. The architect is responsible for verifying building setbacks, zoning requirements and building heights.

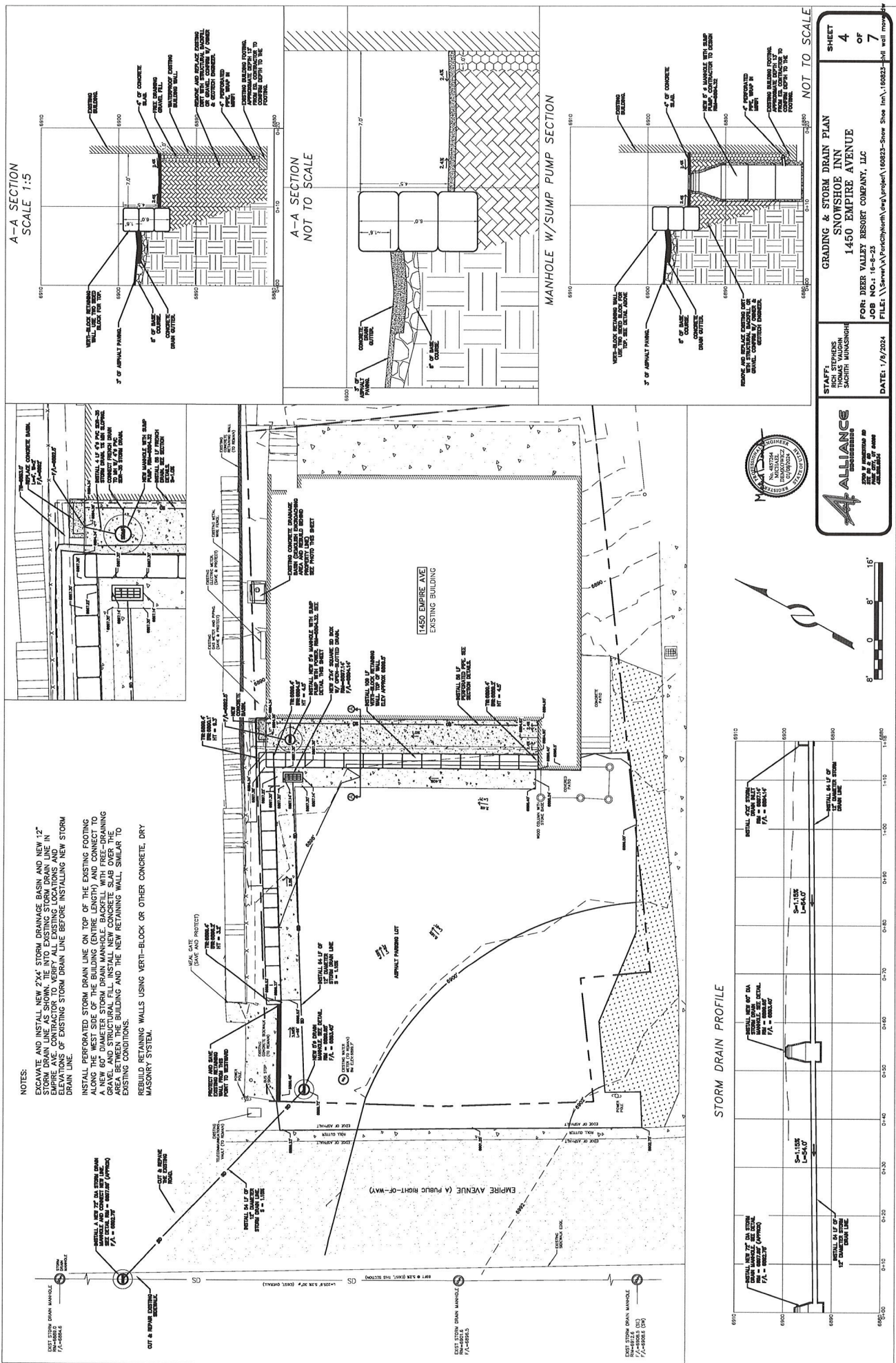


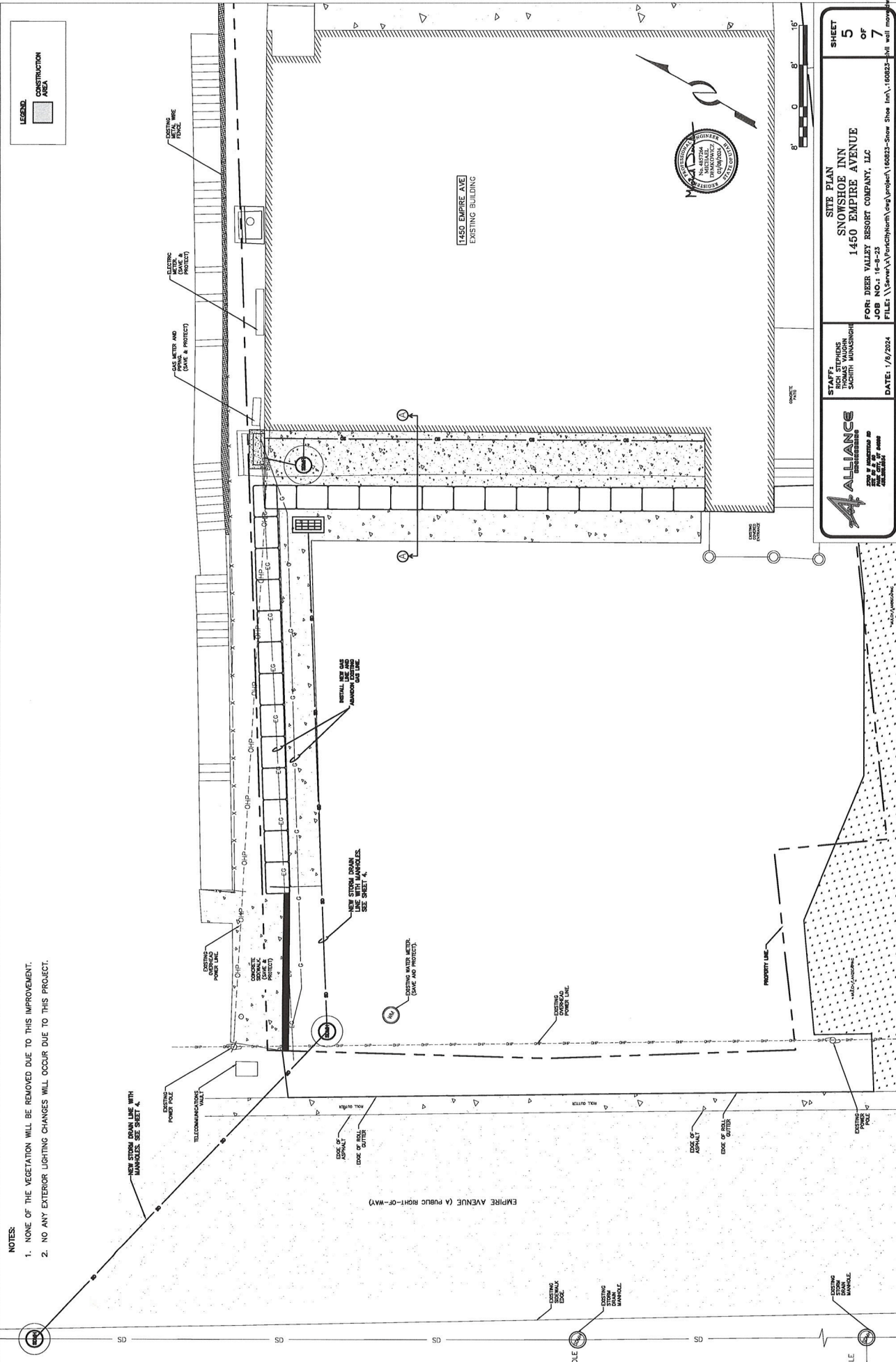
STAFF:
PROJECT MANAGER
THOMAS VAUGHN
SACRITY MANNING

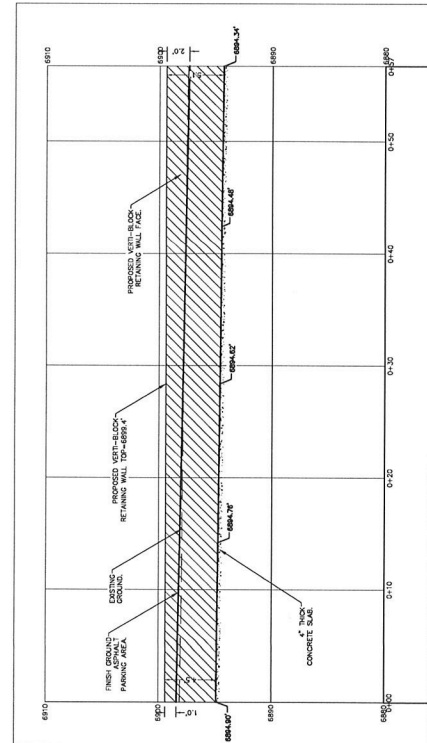
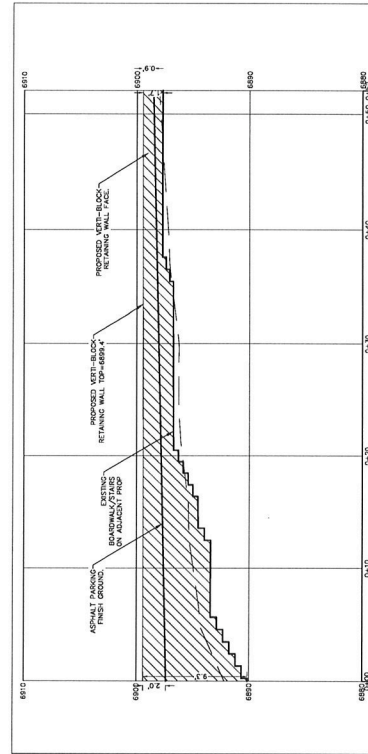
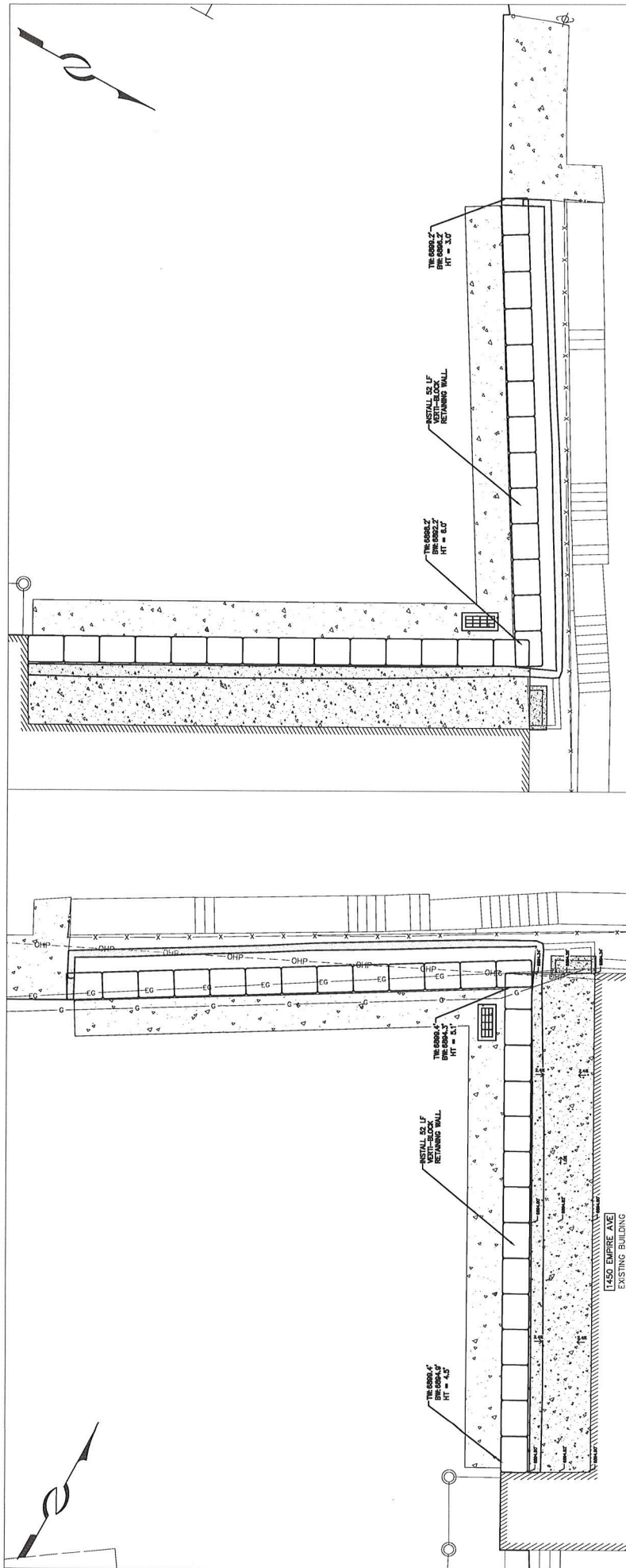
EXISTING CONDITIONS
SNOWSHOE INN
1450 EMPIRE AVENUE
FOR: DEER VALLEY RESORT COMPANY, LLC
JOB NO.: 16-8-23
DATE: 1/6/2024

SHEET
2
OF
7



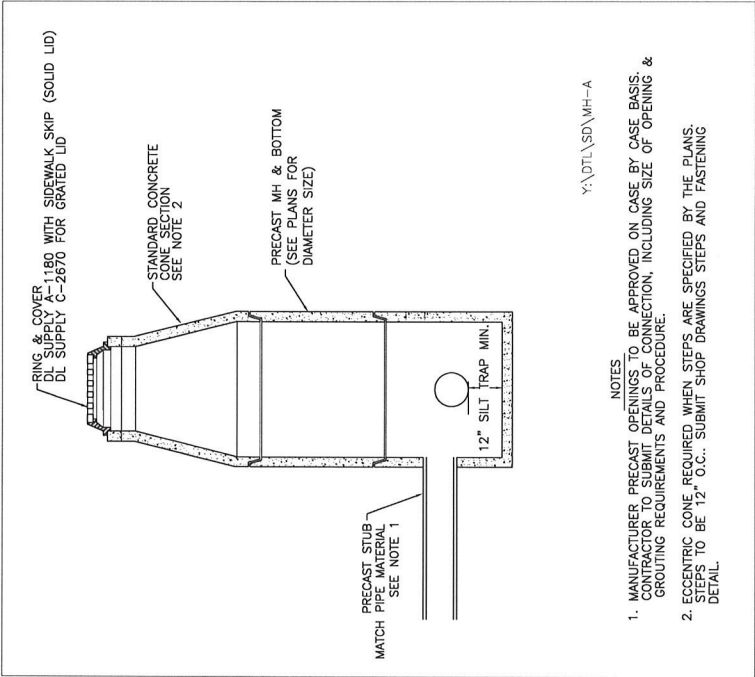






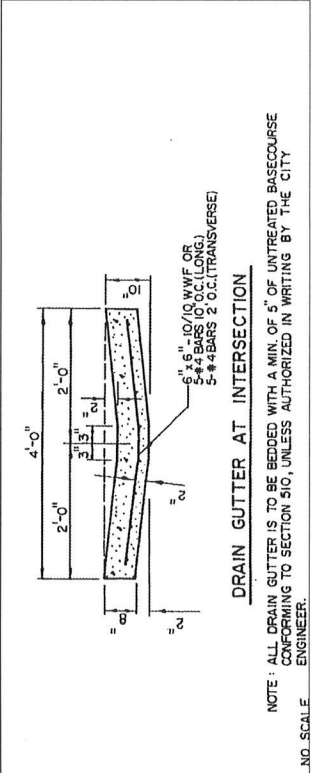
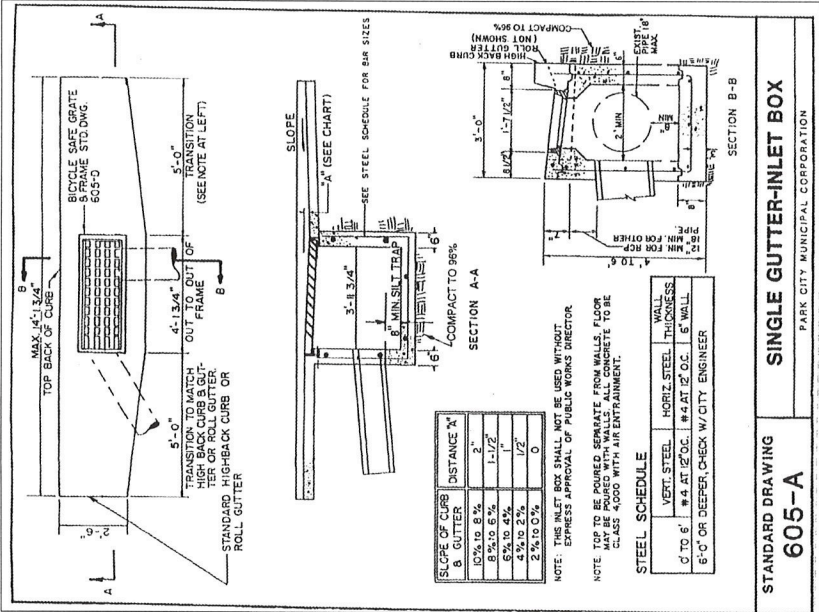
NOTE:
REFER TO AGEC DESIGN FOR DETAILS.

 ALLIANCE ENGINEERING 1000 N. 10TH AVE., SUITE 100 DENVER, CO 80202	STAFF: SACHIN STEPHENS SACHIN MUNICHON	RETAINING WALL PLAN & PROFILE SNOWSHOE INN 1450 EMPIRE AVENUE FOR: DEER VALLEY RESORT COMPANY, LLC JOB NO.: 16-B-23 DATE: 1/9/2024
	SHEET 6 of 7	



Y:\DTL\SD\MH-A

- NOTES
1. MANUFACTURER PRECAST OPENINGS TO BE APPROVED ON CASE BY CASE BASIS. CONTRACTOR TO SUBMIT DETAILS OF CONNECTION, INCLUDING SIZE OF OPENING & GROUTING REQUIREMENTS AND PROCEDURE.
 2. ECCENTRIC CONE REQUIRED WHEN STEPS ARE SPECIFIED BY THE PLANS. STEPS TO BE 12" O.C.. SUBMIT SHOP DRAWINGS STEPS AND FASTENING DETAIL.



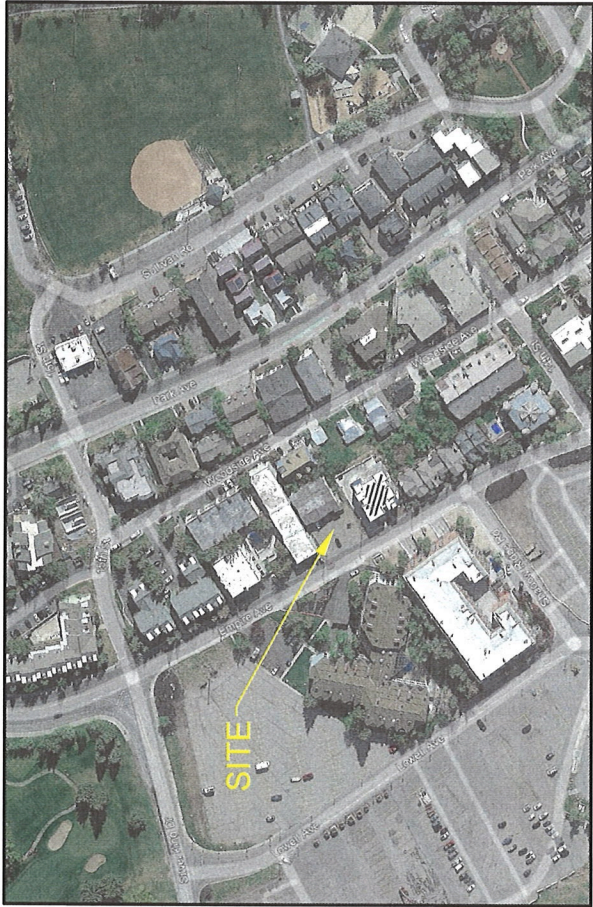
STAFF:
BOB STEPHENS
PROJECT MANAGER

DATE: 1/8/2024

DETAILS
SNOWSHOE INN
1450 EMPIRE AVENUE
FOR: DEER VALLEY RESORT COMPANY, LLC
JOB NO.: 16-8-23
FILE: \\Server\A\PerCity\Horn\eng\proj\CA\160823-Snow Shoe Inn\160823-01.dwg

SHEET
7
OF
7

SNOWSHOE INN
1450 EMPIRE AVENUE, PARK CITY, UTAH.
VERTI-BLOCK RETAINING WALLS



DESIGNED FOR:
VERITAS CONSTRUCTION
PARK CITY, UTAH. 84060

ATTENTION: Travis Richardson

EMAIL: travis.richardson@veritascg.com

DESIGNED BY:
AGEC
Applied Geotechnical Engineering Consultants, Inc.
600 West Sandy Parkway
Sandy, Utah 84070
(801) 566-6399 Fax: (801) 566-6493

PROJECT ENGINEER: SCOTT D. ANDERSON, P.E.

DRAWING INDEX:

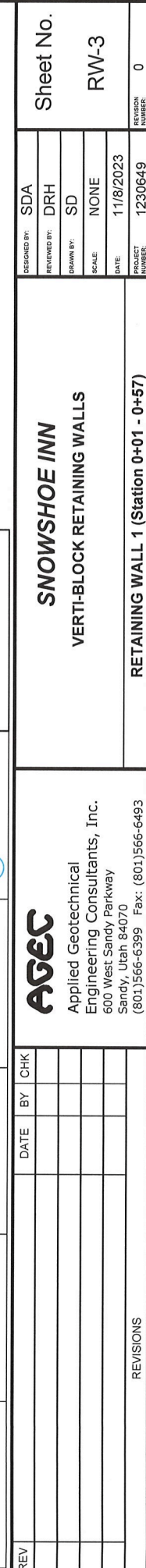
SHEET NO.	NAME OF SHEET
RW - 1	WALL SPECIFICATIONS
RW - 2	SITE PLAN AND LOCATION OF RETAINING WALLS
RW - 3	RETAINING WALL 1 (Station 0+01 - 0+57)
RW - 4	RETAINING WALL 2 (Station 0+00 - 0+52)
RW - 5	TYPICAL RETAINING WALL CROSS-SECTION
RW - 6	TYPICAL RETAINING WALL DETAILS
RW - 7	RETAINING WALL ESTIMATED QUANTITIES

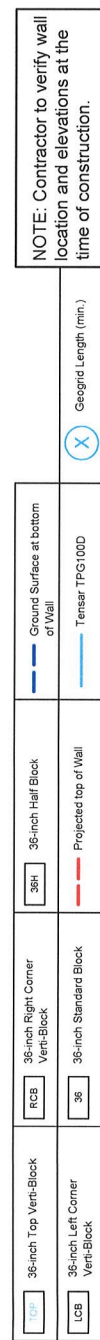


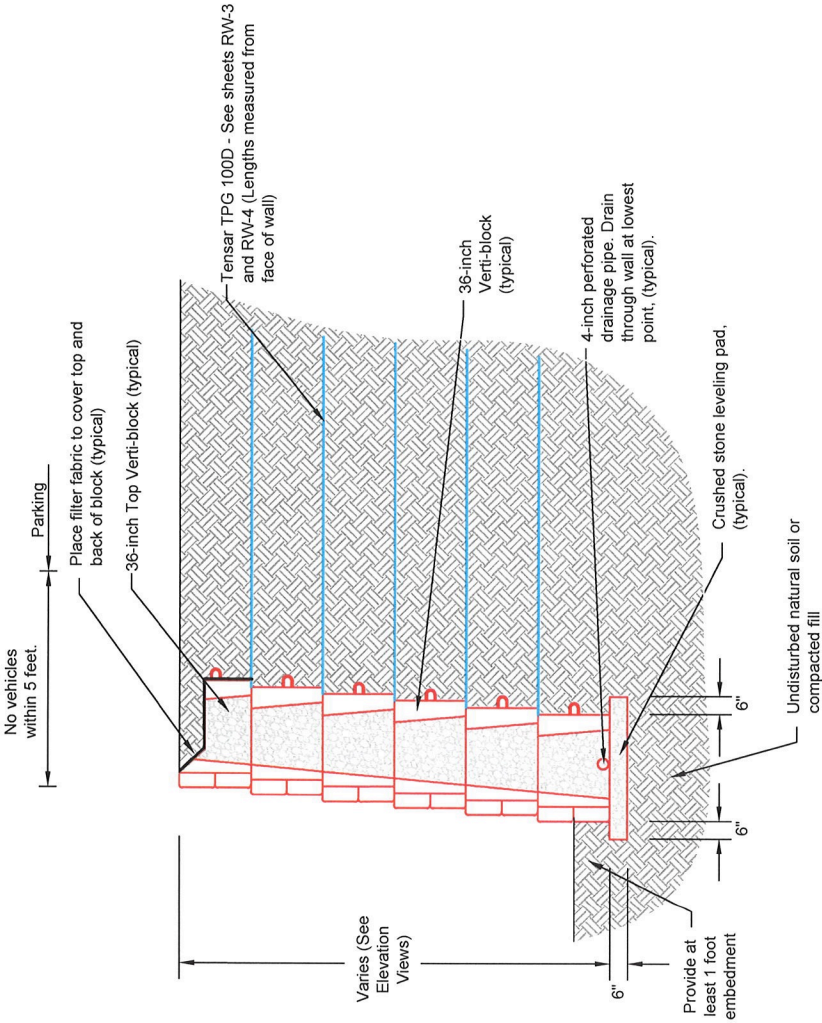
Revised: January 2, 2024
November 8, 2023
AGEC PROJECT NO. 1230649

SECTION 1 - GENERAL NOTES					AGEC		SNOWSHOE INN		VERTI-BLOCK RETAINING WALLS		SDA		Sheet No.		
REV	DESCRIPTION	DATE	BY	CHK	Applied Geotechnical Engineering Consultants, Inc. 600 West Sandy Parkway Sandy, Utah 84070 (801)566-6399 Fax: (801)566-6493							DESIGNED BY: DRH REVIEWED BY: SD DRAWN BY: NONE SCALE: 11/8/2023 DATE: 1230649		RW-1	
1	Revised Site Plan by Alliance Engineering, dated December 21, 2023	1/2/24	SDA	DRH											
														</	

[illegible]

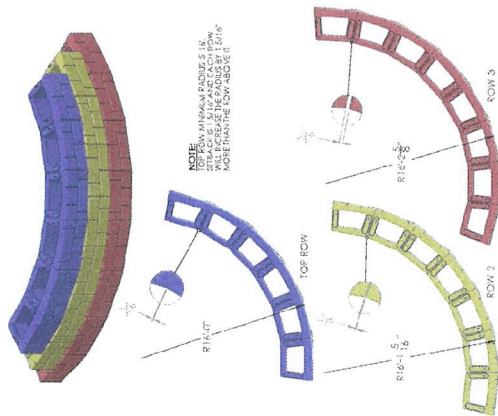


[illegible]

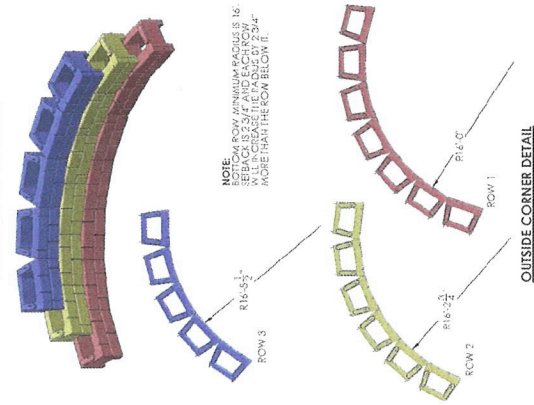


36" BLOCK TYPICAL CROSS SECTION
Not to Scale

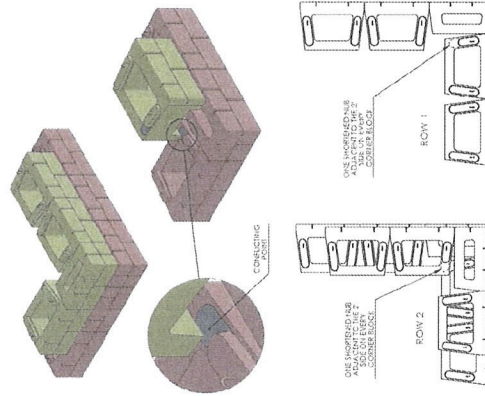
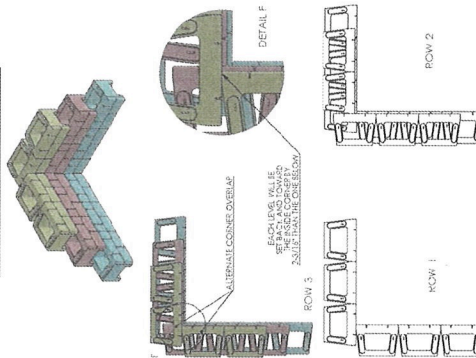
REV																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
-----	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



INSIDE CURVE DETAIL



INTERLACED INSIDE CORNER DETAIL



REV		DATE	BY	CHK
REVISIONS				

AGEC

**Applied Geotechnical
Engineering Consultants, Inc.**
600 West Sandy Parkway
Sandy, Utah 84070
(801)566-6399 Fax: (801)566-6493

SNOWSHOE INN

VERTI-BLOCK RETAINING WALLS

TYPICAL RETAINING WALL DETAILS

DESIGNED BY:	SDA	Sheet No. RW-6	REVISION NUMBER: 0
REVIEWED BY:	DRH		
DRAWN BY:	SD		
SCALE:	NONE		
DATE:	11/8/2023		
PROJECT NUMBER:	1230649		

VERTIBLOCK RETAINING WALL ESTIMATED QUANTITIES					
	DESCRIPTION	SYMBOL	WALL 1	WALL 2	TOTAL
	Total Wall Face Area (feet ²)		464	352	816
	36-inch Block	36	41	28	69
	36-inch Half Block	36H	2	0	2
	Top Block	TOP	13	13	26
	Right Corner Block	RCB	3	0	3
	Left Corner Block	LCB	0	3	3
	Tensar TPG100D Geogrid (yards ²)		250	140	390
	4-inch Perforated Pipe (feet)		70	70	140
	6 oz. Non-woven Filter Fabric (yards ²)		40	40	80

REV						SDA	Sheet No.		
								DRH	RW-7
								SD	
								NONE	
								11/8/2023	
REVISIONS						AGEC Applied Geotechnical Engineering Consultants, Inc. 600 West Sandy Parkway Sandy, Utah 84070 (801)566-6399 Fax: (801)566-6493		SNOWSHOE INN VERTI-BLOCK RETAINING WALLS	
						RETAINING WALL ESTIMATED QUANTITIES			

Edelweiss Haus

1482 Empire Ave, Park City, UT 84060

Consent Agreement With Site Design Plan

March 20, 2024

Dear Heather Wasden,

Deer Valley Resort Company, LLC ("Deer Valley") has requested from the homeowners association (HOA) of the Edelweiss condominium complex located at 1482 Empire Avenue, Park City, UT ("Edelweiss") the temporary right for Deer Valley employees, contractors and agents to enter upon Edelweiss property in order to construct a retaining wall on Deer Valley's property and at its cost and expense. The retaining wall will be located along the property line between Edelweiss and Deer Valley's Snowshoe Inn and replaces a prior retaining wall approximately at this location. The project is scheduled to start in April 2024 and finish by May 2024.

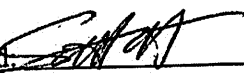
This letter serves as confirmation of Edelweiss approval for Deer Valley to enter upon the Edelweiss property as set forth in this letter.

As part of this project and as consideration for Edelweiss' grant of access, Deer Valley will improve the Edelweiss work area with gravel fill and a concrete topper with a drain to the Snowshoe Inn's drywell. Please refer to the attached site plan for further information. Deer Valley has also agreed to replace the existing chain link fence along the steps on Edelweiss' property.

Edelweiss and Deer Valley may modify the project scope and schedule by their mutual written agreement without further consents or approvals of this nature.

The undersigned certifies that all necessary Edelweiss HOA Board and approvals of the project described above have been obtained.

Regards,

Signed: 

Name: Steve Goberville

Title: HOA President

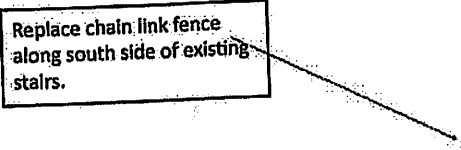
Consented and agreed to with respect to Deer Valley's obligations stated in the third paragraph:

DocuSigned by:
Signed: 
582E0A627DCF47B...
Hannah Tyler
Name: _____

Vice President, Resort Planning

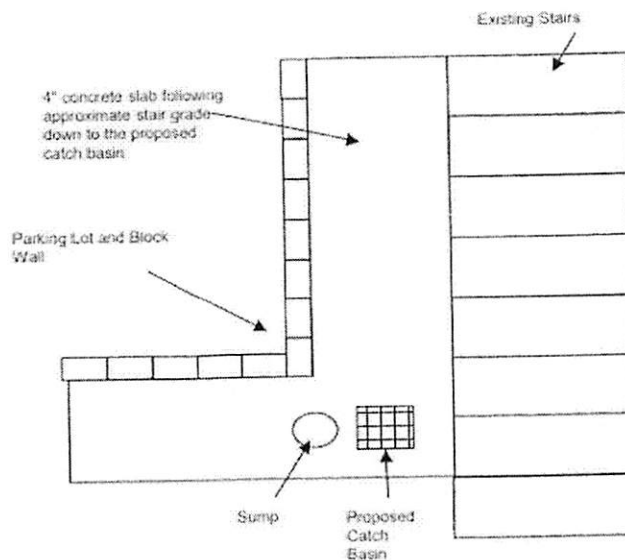
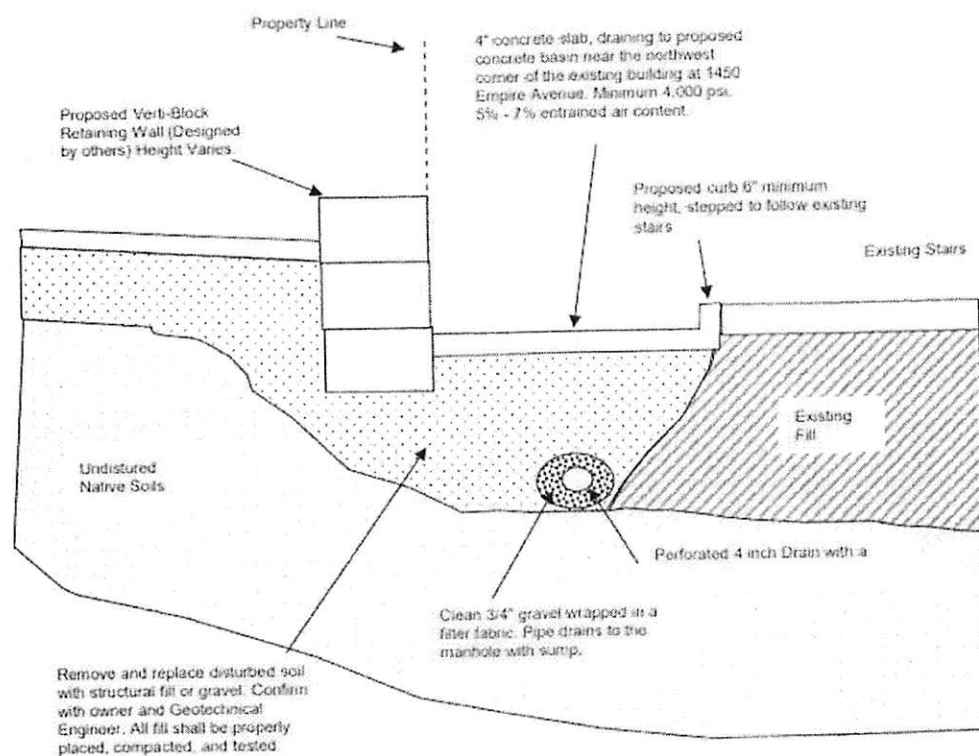
Title: _____

Replace chain link fence
along south side of existing
stairs.



EDELWEISS HAUS

1482 EMPIRE AVENUE, PARK CITY, UTAH



NOT TO SCALE

PROJECT NO.: 238092



FIGURE NO.: 1

Planning Department Staff Report



Subject: 2180 Three Kings Court
Application: PL-24-06126
Author: Planning Team
Date: June 6, 2024
Type of Item: Administrative Permit – Internal Accessory Dwelling Unit

Recommendation

(I) Review the Administrative Permit for an Internal Accessory Dwelling Unit, (II) conduct a public hearing, and (III) consider approving the Administrative 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: Edward J. McIntire
Jeff Creveling, Applicant's Representative

Location: 2180 Three Kings Court

Zoning District: Single Family

Adjacent Land Uses: Residential; Park City Municipal Golf Course

Reason for Review: Land Management Code [Section 15-4-7.1\(B\)](#) requires an Administrative Permit with staff-level review for an Internal Accessory Dwelling Unit.

IADU Internal Accessory Dwelling Unit
LMC Land Management Code

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

Background

2180 Three Kings Court is in the Thaynes Neighborhood and is Lot 22 of the Thaynes Canyon No. 2 Subdivision, recorded with Summit County in 1976 (Parcel TH-2-22) (Exhibit B). A ten-foot-wide non-exclusive utilities easement is platted along the rear property for Lot 22. According to the Summit County Assessor website, a Single-Family Dwelling was constructed on Lot 22 in 1991. The Applicant proposes constructing an Internal Accessory Dwelling Unit (IADU) and expanding the garage (Exhibit C). Land Management Code (LMC) [Section 15-15-1](#) defines an IADU according to the state definition outlined in Utah Code [Section 10-9a-511.5](#): an accessory dwelling unit created within a primary dwelling within the footprint of the primary dwelling at the time

the IADU is created for the purpose of offering a long-term rental of 30 consecutive days or longer.



Figure 1 - Image from Google Maps showing the existing Single-Family Dwelling at 2180 Three Kings Court

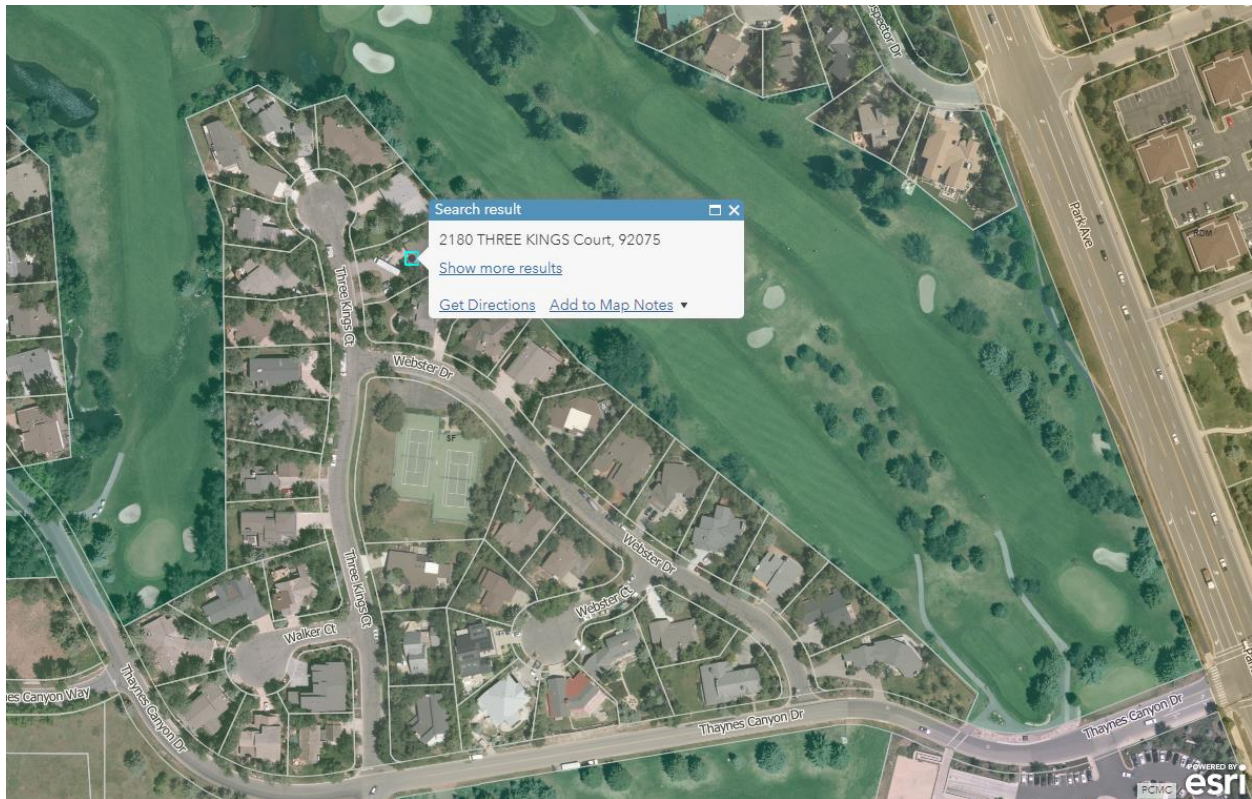


Figure 2 - 2180 Three Kings Court is surrounded by residential uses and the Park City Municipal Golf Course

Analysis

(I) The proposal to construct an Internal Accessory Dwelling Unit and expand the garage complies with the Single-Family Zoning District requirements.

2180 Three Kings Court is in the Single-Family Zoning District. Land Management Code (LMC) [Section 15-2.11-1](#) outlines in the purposes of this Zoning District:

- Maintain existing predominately Single-Family detached residential neighborhoods.
- Allow for Single-Family development compatible with existing developments.
- Maintain the character of mountain resort neighborhoods with compatible residential design.
- Require streetscape design that minimizes impacts on existing residents and reduces architectural impacts of the automobile.

LMC [Section 15-2.11-2\(A\)\(14\)](#) *Single-Family District Uses* establishes IADUs as an allowed use, subject to Administrative Permit approval and compliance with LMC [Section 15-4-7.1](#) *Internal Accessory Dwelling Units*.

LMC [Section 15-2.11-3](#) *Single Family Lot and Site Requirements* establishes the following:

Requirement	Analysis of Proposal
Front Setback - 20 feet	Complies – the proposed garage addition exceeds the required 20-foot setback and is set back from the front property line by 28 feet.
Rear Setback – 10 feet	Complies – the existing Single-Family Dwelling exceeds the required 10-foot rear setback.
Side Setback – 5 feet	Complies – the proposed garage addition complies with the five-foot setback. Condition of Approval 2 requires the Applicant to demonstrate compliance for proposed stairs within the north side setback prior to issuance of a building permit.

LMC [Section 15-2.11-4](#) *Single Family Building Height* establishes the following:

Requirement	Analysis of Proposal
28 feet from Existing Grade	Condition of Approval 8 requires the Applicant to obtain a Natural Grade determination from the Planning Director and submit a roof-over-topography exhibit demonstrating compliance with the maximum building height allowance for the Single-Family Zoning District prior to building permit issuance.

LMC [Section 15-2.11-5](#) *Architectural Review* requires projects within the Single-Family Zoning District to comply with LMC Chapter 15-5 *Architectural Review*:

Requirement	Analysis of Proposal
Outdoor Lighting	The Dark Sky Code requires outdoor lighting to be Fully Shielded, down directed, with bulbs 3,000 degrees Kelvin or less. Condition of Approval 3 requires outdoor lighting to be brought into compliance with the Dark Sky Code (LMC Section 15-5-5(J)). For more information, please visit the City's Dark Sky webpage .
Water Wise Landscaping	Condition of Approval 4 requires modifications to landscaping to comply with the water wise

	requirements outlined in LMC Section 15-5-5(N)). For more information, please visit the City's Water Wise Landscaping webpage .
--	--

(II) The Internal Accessory Dwelling Unit, as conditioned, complies with the requirements of Land Management Code Section 15-4-7.1.

LMC [Section 15-4-7.1](#) establishes the following requirements for IADUs:

Requirement	Analysis of Proposal
Size – one IADU may be constructed on a Lot that is 6,000 square feet or greater.	Complies – 2180 Three Kings Court is 11,761 square feet (0.27 acres).
Parking – one space is required for the IADU and two parking spaces are required for the Single-Family Dwelling.	LMC Section 15-3-6(A) requires two parking spaces for a Single-Family Dwelling. One additional parking space must be provided for the IADU. LMC Section 15-3-4(A) requires the garage dimensions for Single-Family Dwellings to be at least 11 feet wide and 20 feet deep. Double-car garages must be at least 20 feet wide by 20 feet deep. LMC Section 15-4-7.1(A)(2)(a) allows for one Parking Space for an IADU to be provided in tandem if the existing driveway length equals or exceeds 25 feet as measured from the property line. The garage is set back 28 feet from the property line, meeting this requirement. The Applicant proposes a two-car garage with one tandem parking configuration that meet the minimum dimension requirements, satisfying the requirement for three parking spaces (Exhibit B, Garage Plan). LMC Section 15-3-11 requires the garage of a Single-Family Dwelling to be Electric Vehicle-Ready. LMC Section 15-15-1 defines Electric Vehicle-Ready as a Private Garage that includes a dedicated circuit to accommodate the potential installation of a Level 2 Electric Vehicle Charging Station. This requirement is outlined in Condition of Approval 5.

Ownership – The Single-Family Dwelling shall be occupied by the property owner and the IADU may not be sold separately.	Condition of Approval 6 requires a “Notice to Purchaser” to be recorded with the Summit County Recorder prior to issuance of a building permit.
Nightly Rentals – Prohibited.	The “Notice to Purchaser” prohibits Nightly Rentals. Condition of Approval 7 also prohibits Nightly Rentals in both the Single-Family Dwelling and IADU.
Homeowner Association Notification	LMC Section 15-4-7.1(A)(8) requires notification of the proposed IADU to homeowner associations registered with the Park City Building Department pursuant to LMC Section 15-1-12(F) . No homeowner association for the Thaynes Canyon No. 2 Subdivision is registered with Park City’s Building Department. According to the Applicant, 2180 Three Kings Court is not part of a homeowner association.

(III) The Development Review Committee reviewed the proposal on June 4, 2024.¹

Required Conditions of Approval are outlined in the draft Final Action Letter.

Department Review

The Planning Department reviewed this report.

Notice

Staff published notice on the City’s website and posted notice to the property on May 25, 2024. Staff mailed courtesy notice to adjacent property owners on May 25, 2024.²

Public Input

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

Alternatives

- The Planning Director may approve the Administrative Permit.
- The Planning Director may deny the Administrative Permit and direct staff to make Findings for the denial.
- The Planning Director may request additional information and continue the discussion to a date certain.

¹ 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).

² LMC [§ 15-1-21](#)

Exhibits

Exhibit A: Draft Final Action Letter

Exhibit B: Thaynes Canyon No. 2 Subdivision Plat

Exhibit C: Applicant's Proposed Plans



Planning Department

June 6, 2024

Jeff Creveling, Applicant's Representative

CC: Edward J. McIntire

NOTICE OF PLANNING DIRECTOR ACTION

Description

Address: 2180 Three Kings Court

Zoning District: Single Family

Application: Administrative Permit

Project Number: PL-24-06126

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: June 6, 2024

Project Summary: The Applicant proposes constructing an Internal Accessory Dwelling Unit and expanding the garage.

Action Taken

On June 6, 2024, the Planning Director conducted a public hearing and approved the Administrative Permit for an Internal Accessory Dwelling Unit according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. 2180 Three Kings Court is Lot 22 of the Thaynes Canyon No. 2 Subdivision Plat, recorded with Summit County in 1976 (Parcel TH-2-22).
2. A ten-foot-wide non-exclusive utilities easement is platted along the rear property for Lot 22.
3. According to the Summit County Assessor website, a Single-Family Dwelling was constructed on Lot 22 in 1991.
4. The Applicant proposes constructing an Internal Accessory Dwelling Unit (IADU) and expanding the garage.



Planning Department

5. Land Management Code (LMC) Section 15-15-1 defines an IADU according to the state definition outlined in Utah Code Section 10-9a-511.5: an accessory dwelling unit created within a primary dwelling within the footprint of the primary dwelling at the time the IADU is created for the purpose of offering a long-term rental of 30 consecutive days or longer.
6. 2180 Three Kings Court is in the Single-Family Zoning District.
7. LMC Section 15-2.11-2(A)(14) *Single-Family District Uses* establishes an IADU as an allowed use, subject to Administrative Permit approval and compliance with LMC Section 15-4-7.1 *Internal Accessory Dwelling Units*.
8. LMC Section 15-2.11-3 *Single Family Lot and Site Requirements* establishes the following:

Requirement	Analysis of Proposal
Front Setback - 20 feet	Complies – the proposed garage addition exceeds the required 20-foot setback and is set back from the front property line by 28 feet.
Rear Setback – 10 feet	Complies – the existing Single-Family Dwelling exceeds the required 10-foot rear setback.
Side Setback – 5 feet	Complies – the proposed garage addition complies with the five-foot setback.

9. LMC Section 15-2.11-4 *Single Family Building Height* establishes the following:

Requirement	Analysis of Proposal
28 feet from Existing Grade	The Applicant shall obtain a Natural Grade determination from the Planning Director and submit a roof-over-topography exhibit demonstrating compliance with the maximum building height



Planning Department

	allowance for the Single-Family Zoning District prior to building permit issuance.
--	--

10. LMC Section 15-2.11-5 *Architectural Review* requires projects within the Single-Family Zoning District to comply with LMC Chapter 15-5 *Architectural Review*:

Requirement	Analysis of Proposal
Outdoor Lighting	The Dark Sky Code requires outdoor lighting to be Fully Shielded, down directed, with bulbs 3,000 degrees Kelvin or less.
Water Wise Landscaping	Modifications to landscaping shall comply with the water wise requirements outlined in LMC Section 15-5-5(N)).

11. LMC Section 15-4-7.1 establishes the following requirements for IADUs:

Requirement	Analysis of Proposal
Size – one IADU may be constructed on a Lot that is 6,000 square feet or greater.	Complies – 2180 Three Kings Court is 11,761 square feet (0.27 acres).
Parking – one space is required for the IADU and two parking spaces are required for the Single-Family Dwelling.	LMC Section 15-3-6(A) requires two parking spaces for a Single-Family Dwelling. LMC Section 15-3-4(A) requires the garage dimensions for Single-Family Dwellings to be at least 11 feet wide and 20 feet deep. Double-car garages must be at least 20 feet wide by 20 feet deep.



Planning Department

	LMC Section 15-4-7.1(A)(2)(a) allows for one Parking Space for an IADU to be provided in tandem if the existing driveway length equals or exceeds 25 feet as measured from the property line. The garage is set back 28 feet from the property line, meeting this requirement. The Applicant proposes a two-car garage with one tandem parking configuration that meet the minimum dimension requirements, satisfying the requirement for three parking spaces. LMC Section 15-3-11 requires the garage of a Single-Family Dwelling to be Electric Vehicle-Ready. LMC Section 15-15-1 defines Electric Vehicle-Ready as a Private Garage that includes a dedicated circuit to accommodate the potential installation of a Level 2 Electric Vehicle Charging Station.
Ownership – The Single-Family Dwelling shall be occupied by the property owner and the IADU may not be sold separately.	Condition of Approval 6 requires a “Notice to Purchaser” to be recorded with the Summit County Recorder prior to issuance of a building permit.
Nightly Rentals – Prohibited.	The “Notice to Purchaser” prohibits Nightly Rentals.
Homeowner Association Notification	LMC Section 15-4-7.1(A)(8) requires notification of the proposed IADU to homeowner associations registered with the Park City Building Department pursuant to LMC Section 15-1-12(F). No homeowner association for the Thaynes Canyon No. 2 Subdivision is registered with Park City’s Building Department. According to the Applicant, 2180 Three Kings Court is not part of a homeowner association.



Planning Department

12. The Development Review Committee reviewed the proposal on June 4, 2024.
13. On May 25, 2024, Staff posted published notice on the City's website, posted notice to the property, and mailed courtesy notice to adjacent property owners.

Conclusions of Law

1. The IADU, as conditioned, complies with LMC Chapter 15-2.11 *Single-Family Zoning District*.
2. The IADU, as conditioned, complies with LMC Section 15-4-7.1 *Internal Accessory Dwelling Units*.

Conditions of Approval

1. The Applicant shall notify the Planning Department of modifications to the plans prior to submitting a modification request to the building permit.
2. The Applicant shall demonstrate compliance with side setback requirements for the proposed stairs that encroach into the north side setback prior to issuance of a building permit.
3. Outdoor lighting shall be brought into compliance with the Dark Sky Code (LMC Section 15-5-5(J)).
4. Modifications to landscaping shall comply with the water wise requirements outlined in LMC Section 15-5-5(N)).
5. LMC Section 15-3-11 requires the garage of the Single-Family Dwelling to be Electric Vehicle-Ready. LMC Section 15-15-1 defines Electric Vehicle-Ready as a Private Garage that includes a dedicated circuit to accommodate the potential installation of a Level 2 Electric Vehicle Charging Station. The garage shall include a dedicated circuit to accommodate the potential installation of a Level 2 Electric Vehicle Charging Station.
6. The Applicant shall record a "Notice to Purchaser" that meets the requirements of LMC Section 15-4-7.1(A)(6) in a form approved by the City Attorney's Office prior to building permit issuance.
7. Nightly Rentals are rentals for 30 days or less. Nightly Rentals are prohibited in the Single-Family Dwelling and the IADU.
8. The Applicant shall obtain a Natural Grade determination from the Planning Director and submit a roof-over-topography exhibit demonstrating compliance with the maximum building height allowance for the Single-Family Zoning District prior to building permit issuance.

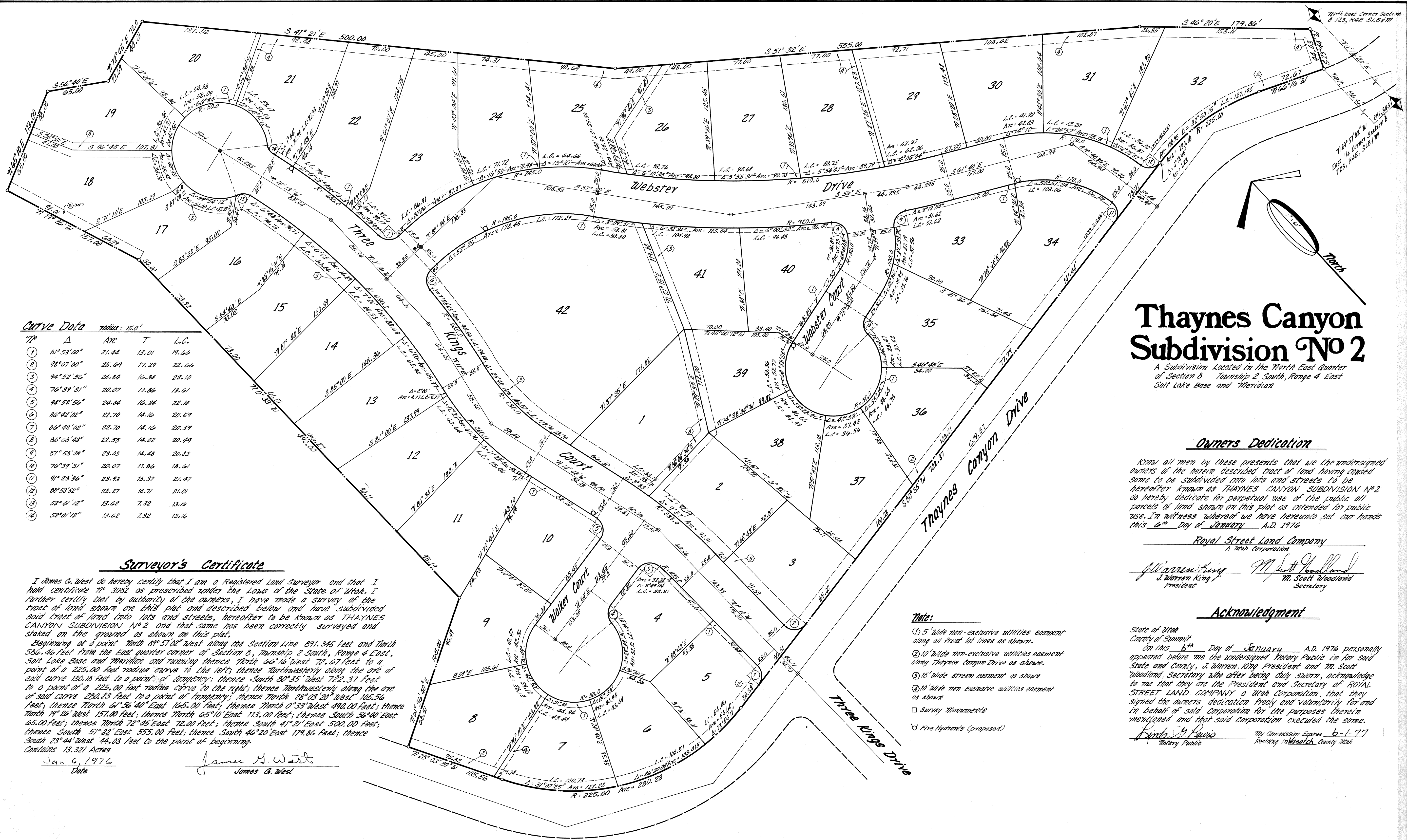


Planning Department

If you have questions or concerns regarding this Final Action Letter, please call 435-615-5060 or email planning@parkcity.org.

Sincerely,

Rebecca Ward, Planning Director



Thaynes Canyon Subdivision No 2

A Subdivision Located in the North East Quarter of Section 8 Township 2 South, Range 4 East Salt Lake Base and Meridian

Owners Dedication

Know all men by these presents that we the undersigned owners of the herein described tract of land having raised same to be subdivided into lots and streets to be hereafter known as THAYNES CANYON SUBDIVISION No 2 do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use. In witness whereof we have hereunto set our hands this 6th day of January A.D. 1976

Royal Street Land Company

J. Warren King, President
M. Scott Woodland, Secretary

Acknowledgment

State of Utah
County of Summit
On this 6th day of January A.D. 1976 personally appeared before me the undersigned Henry Public in for said State and County, J. Warren King President and M. Scott Woodland, Secretary who after being duly sworn, acknowledge to me that they are the President and Secretary of ROYAL STREET LAND COMPANY a Utah Corporation, that they signed the owners dedication freely and voluntarily for and in behalf of said Corporation for the purposes therein mentioned and that said Corporation executed the same.

Henry Public, My Commission Expires 6-1-77
Residing in Wasatch County Utah

Note:

- 1) 5' wide non-exclusive utilities easement along all front lot lines as shown.
- 2) 10' wide non-exclusive utilities easement along Thayne Canyon Drive as shown.
- 3) 15' wide stream easement as shown
- 4) 10' wide non-exclusive utilities easement as shown
- Survey Monuments
- Fire Hydrants (proposed)

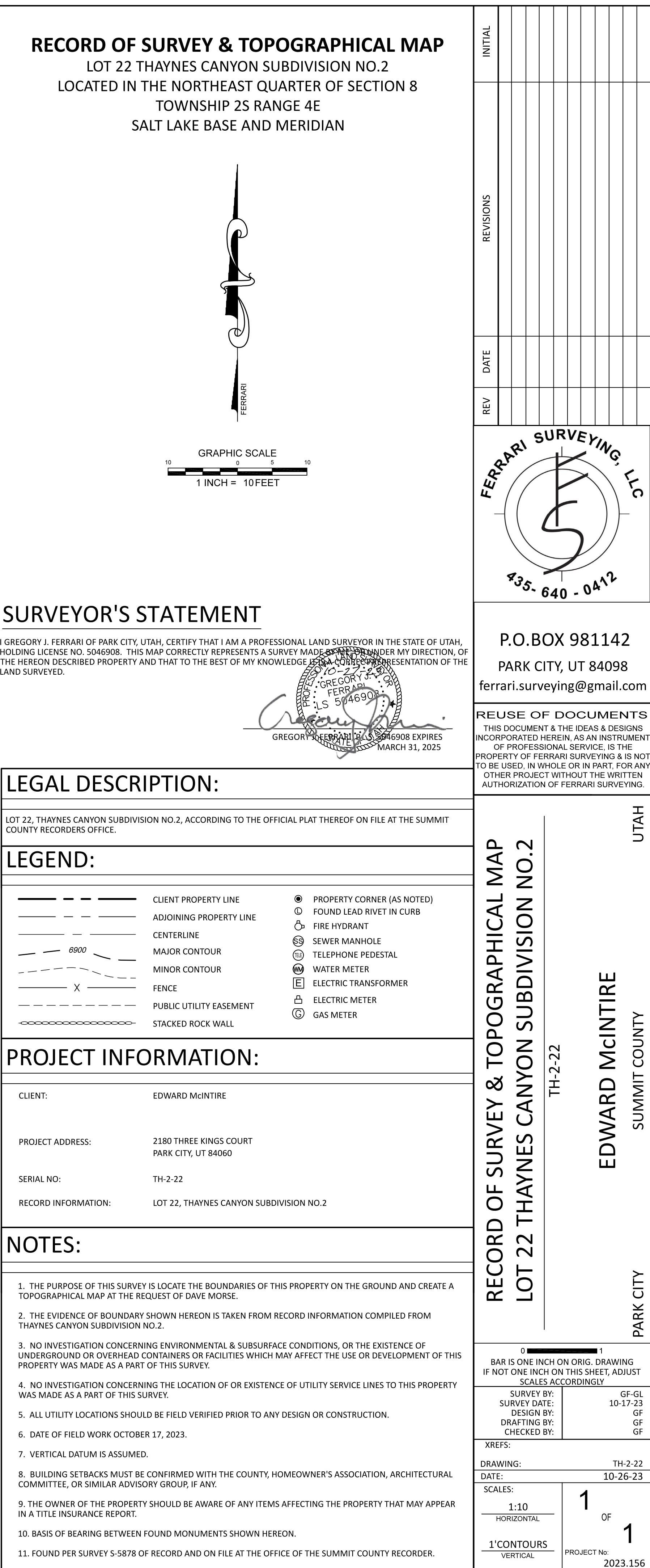
Surveyor's Certificate

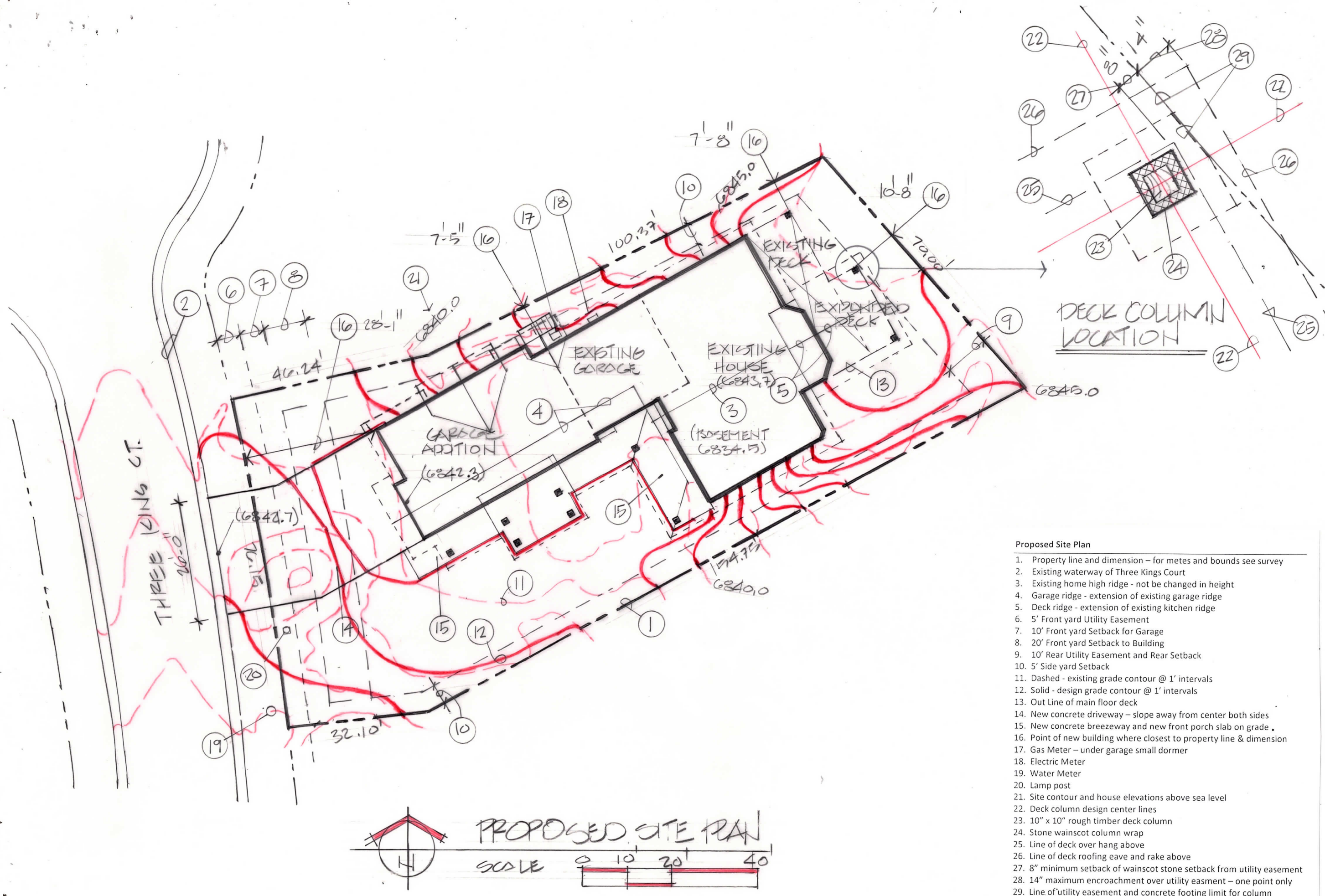
I James G. West do hereby certify that I am a Registered Land Surveyor and that I hold certificate No 3082 as prescribed under the Laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below and have subdivided said tract of land into lots and streets, hereafter to be known as THAYNES CANYON SUBDIVISION No 2 and that same has been correctly surveyed and staked on the ground as shown on this plat.

Beginning at a point North 89°57'00" West along the Section Line 891.345 feet and North 58°46'46" East from the East quarter corner of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence North 66°16'16" West 72.67 feet to a point of a 225.00 foot radius curve to the left; thence Northwesterly along the arc of said curve 130.18 feet to a point of tangency; thence South 80°35'12" West 722.87 feet to a point of a 225.00 foot radius curve to the right; thence Northwesterly along the arc of said curve 280.23 feet to a point of tangency; thence North 28°03'20" West 105.56 feet; thence North 61°36'40" East 165.00 feet; thence North 0°33'12" West 490.00 feet; thence North 19°26'12" West 157.00 feet; thence North 65°10'10" East 113.00 feet; thence South 56°40'40" East 65.00 feet; thence North 72°45'45" East 72.00 feet; thence South 41°21'21" East 500.00 feet; thence South 51°32'32" East 555.00 feet; thence South 46°20'20" East 179.86 feet; thence South 23°44'44" West 44.03 feet to the point of beginning.

Contains 13.321 Acres
Jan 6, 1976
Date
James G. West
James G. West

Prepared By: J.J. Johnson & Associates Civil Engineering, Land Planning, Surveying 1515 Park Ave., p.o. box 1661 Park City, Utah 84060	City Planning Commission Approved & Accepted By The Park City Engineering Commission This 24th Day of JAN A.D. 1976 Burriss Watts Chairman	Engineers Certificate Approved & Accepted By The Park City Engineering Department This 27th Day of January A.D. 1976 Thomas A. Verbeke Park City Engineer	Approval as to Form Approved As To Form This 29th Day of JANUARY A.D. 1976 C. A. Sem Park City Attorney	Certificate of Attest Attest This 13th Day of February A.D. 1976 Bruce C. Decker Park City Recorder	Council Approval & Acceptance Approved & Accepted By The Park City Council This 13th Day of February A.D. 1976 Leon Uriarte Mayor	130671 Recorded State of Utah County of Summit Recorded & Filed at the Request of: Summit County Title Date March 1, 1976 Time 3:15 Book Filed Page #2950 Fee \$ Nanda H. Springer Summit County Recorder
---	---	--	--	--	--	--





Proposed Site Plan

1. Property line and dimension – for metes and bounds see survey
2. Existing waterway of Three Kings Court
3. Existing home high ridge - not be changed in height
4. Garage ridge - extension of existing garage ridge
5. Deck ridge - extension of existing kitchen ridge
6. 5' Front yard Utility Easement
7. 10' Front yard Setback for Garage
8. 20' Front yard Setback to Building
9. 10' Rear Utility Easement and Rear Setback
10. 5' Side yard Setback
11. Dashed - existing grade contour @ 1' intervals
12. Solid - design grade contour @ 1' intervals
13. Out Line of main floor deck
14. New concrete driveway – slope away from center both sides
15. New concrete breezeway and new front porch slab on grade
16. Point of new building where closest to property line & dimension
17. Gas Meter – under garage small dormer
18. Electric Meter
19. Water Meter
20. Lamp post
21. Site contour and house elevations above sea level
22. Deck column design center lines
23. 10" x 10" rough timber deck column
24. Stone wainscot column wrap
25. Line of deck over hang above
26. Line of deck roofing eave and rake above
27. 8" minimum setback of wainscot stone setback from utility easement
28. 14" maximum encroachment over utility easment – one point only
29. Line of utility easement and concrete footing limit for column

HARRIS JEFFERSON GREVELING
architecture
planning
design

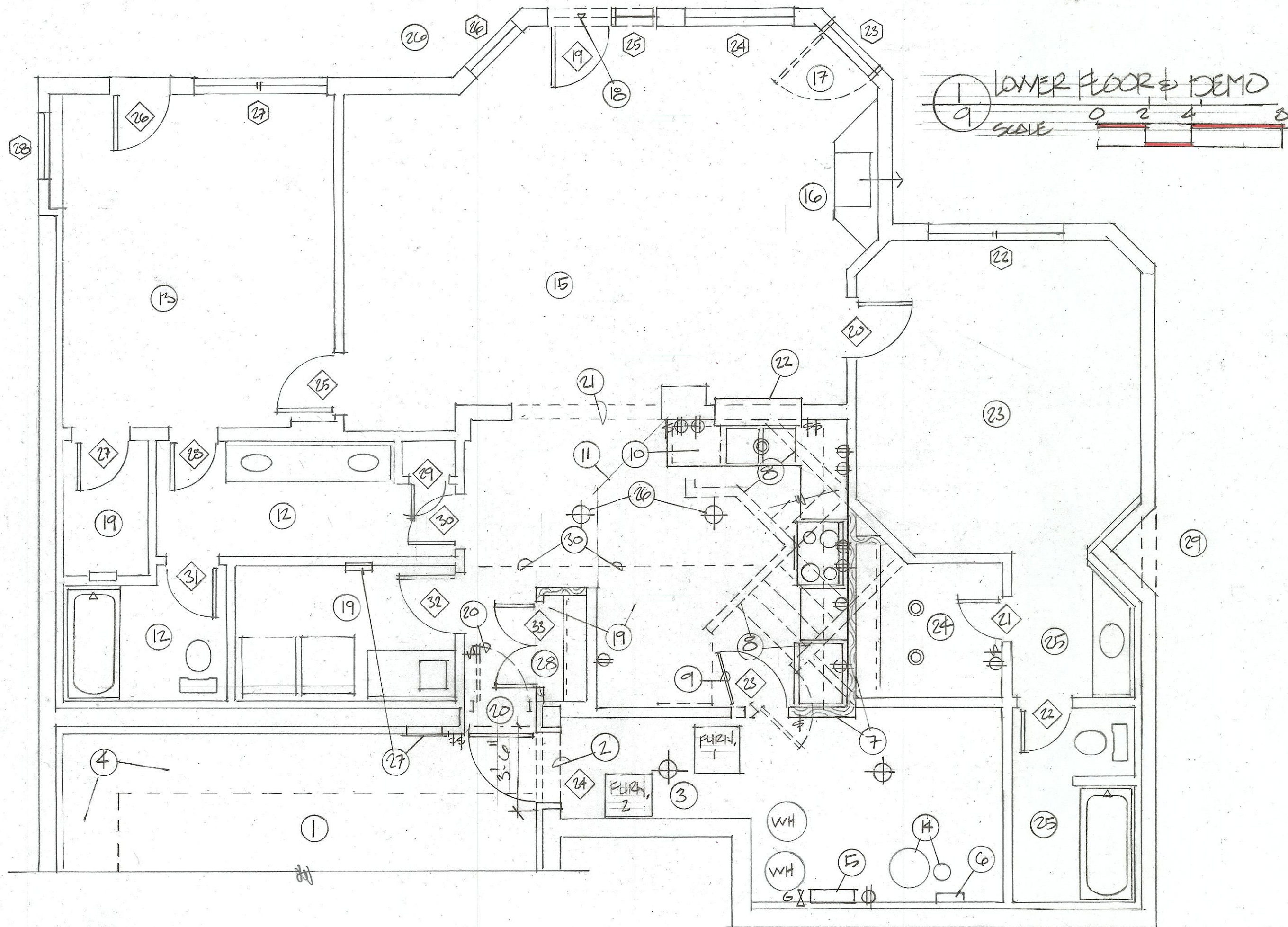
801.856.7837
hjc@sjsna.com
4230 S. Diana Way
Salt Lake City, UT 84124

McIntire Residence Expansion and Remodel
2180 Three Kings Court, Park City, UT 84060

4/10/2024

SITE PLAN

Page 59 of 64



LOWER FLOOR & DEMO PLAN

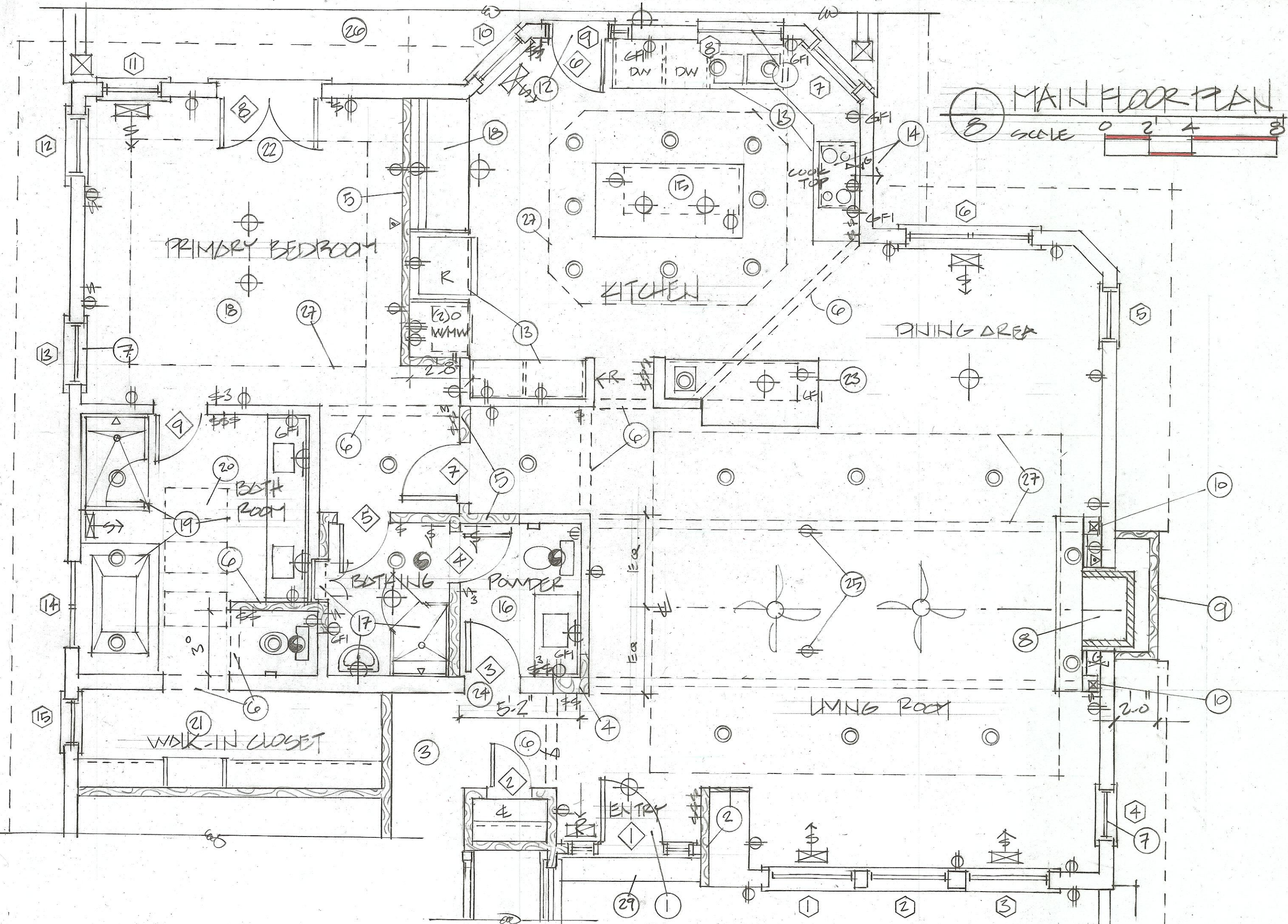
McIntire Residence Expansion and Remodel
 2180 Three Kings Court, Park City, UT 84060



HARRIS JEFFERSON CREVELING
 architecture
 planning
 design

2/6/2024

801.856.7837
 hjc@sina.com
 4230 S. Diana Way
 Salt Lake City, UT 84124



1 MAIN FLOOR PLAN
8 SCALE 0 2 4 8

HARRIS JEFFERSON GREVELING
architecture
planning
design

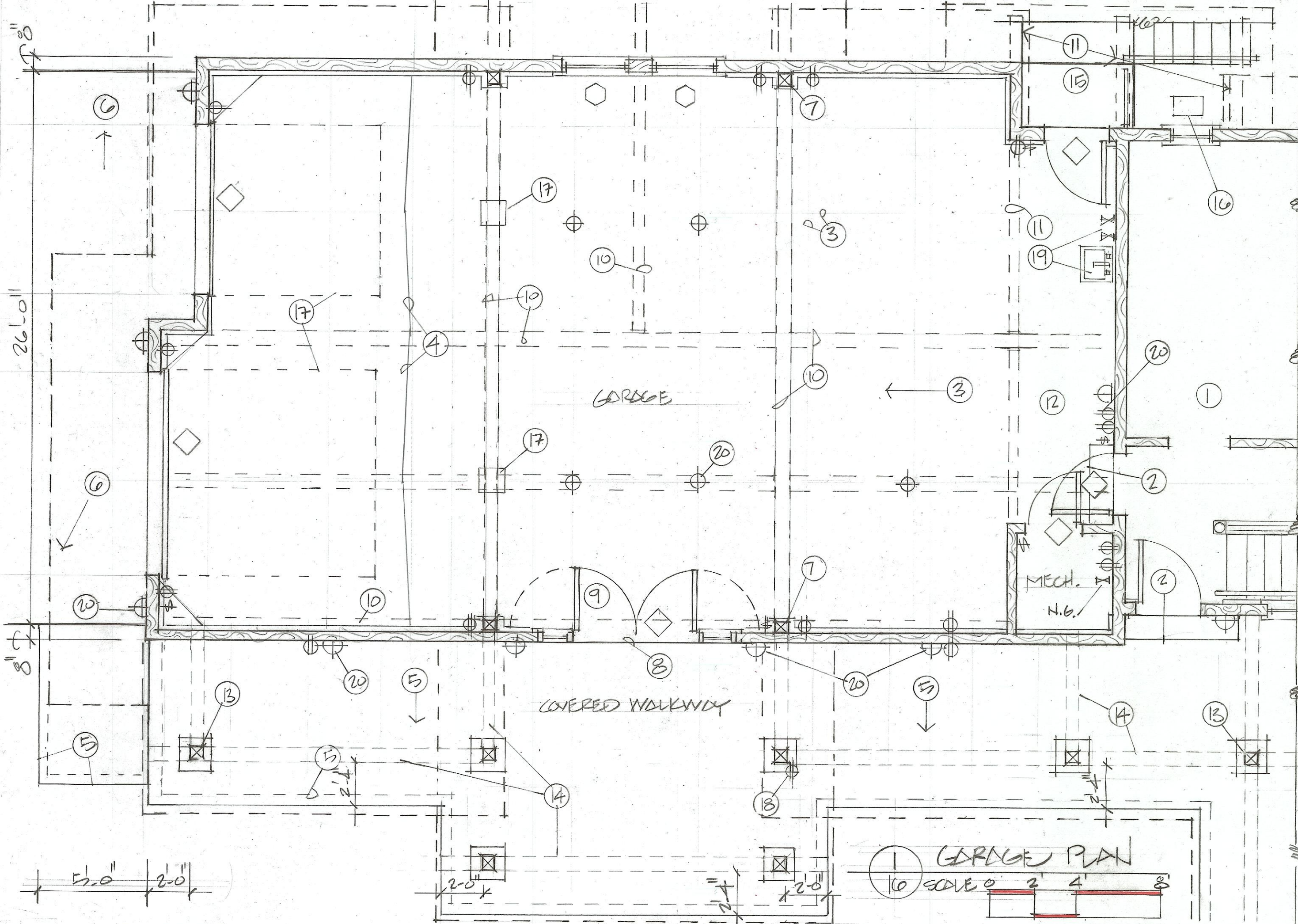
801.856.7837
hjc@sina.com
4230 S. Diana Way
Salt Lake City, UT 84124

216/2024

NEW MAIN FLOOR PLAN

McIntire Residence Expansion and Remodel
2180 Three Kings Court, Park City, UT 84060

Page 61 of 64



HARRIS JEFFERSON CREVELING
architecture
planning
design

801-866-7837
hjc@sina.com
4230 S. Diana Way
Salt Lake City, UT 84124

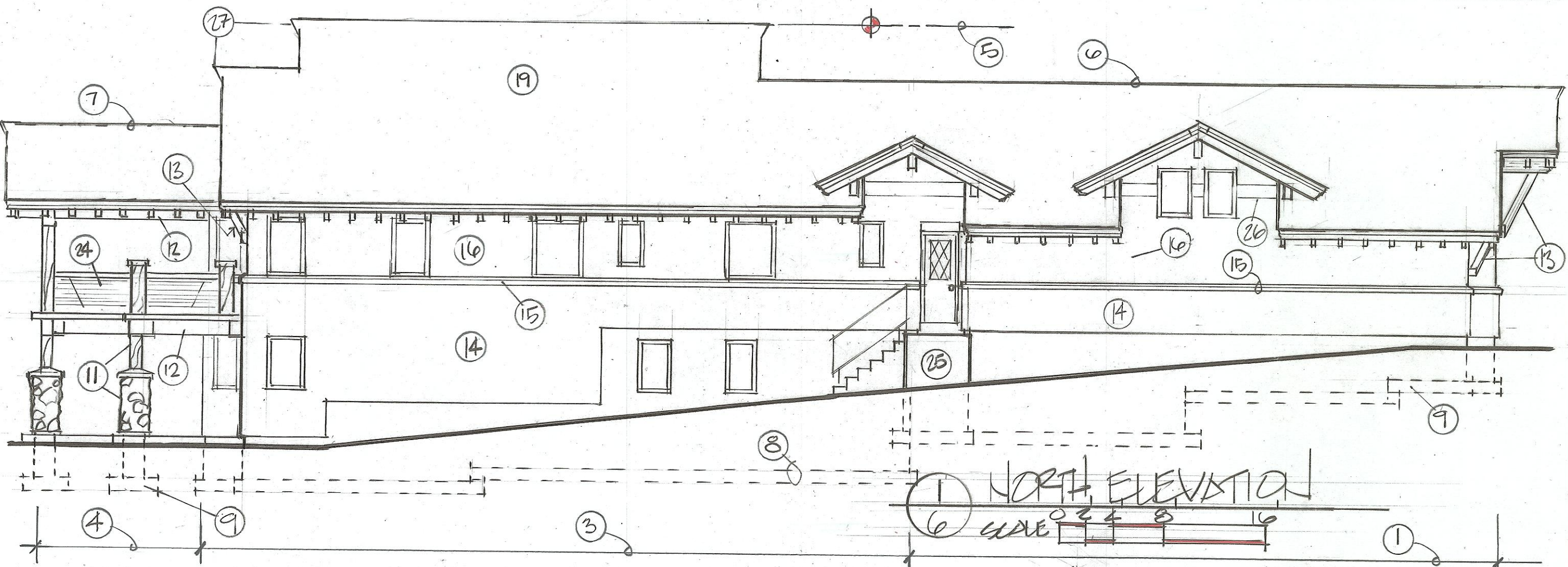
IC

2/6/2024

McIntire Residence Expansion and Remodel
2180 Three Kings Court, Park City, UT 84060

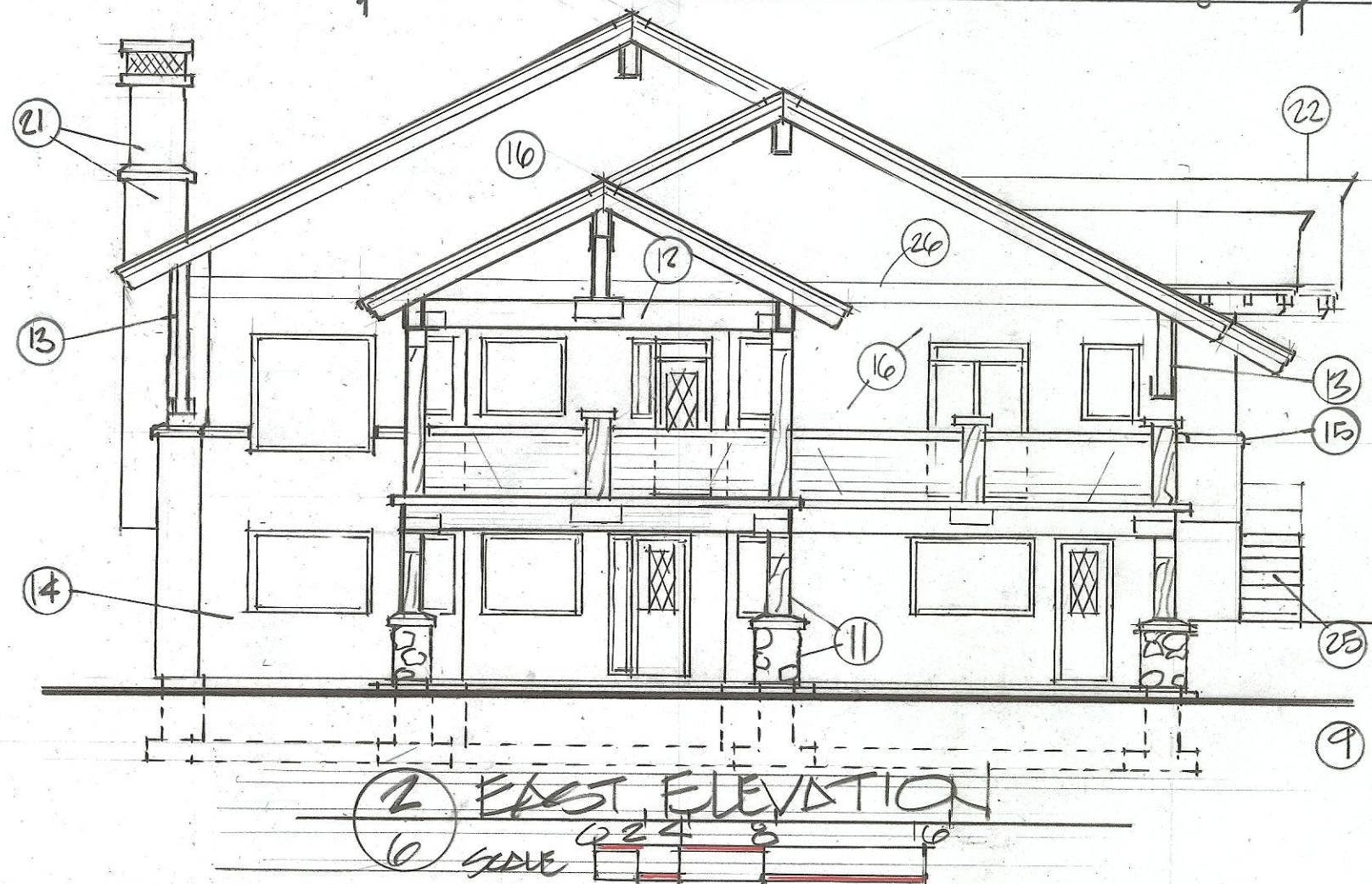
GARAGE PLAN

Page 62 of 64



North & East Elevations

1. New garage
2. Repurposed old garage
3. Existing home
4. Re-built and extended deck/patio
5. Existing roof high ridge - no change
6. Garage ridge - extension of existing garage roof - 20'-6"
7. Deck ridge - extension of existing kitchen roof - 24'-6"
8. Existing footing and foundation
9. Garage & deck footing and foundation @ 3'-6" below finish grade
10. 6x6 column with stone wainscot and precast cap
11. 10"x10" rough sawn column with stone wainscot and precast cap
12. 6 3/4" wide deck and roof framing system w/ steel connections
13. 6 3/4" x 7 1/2" sloped (6/12) GLB corbel w/ steel connections
14. Corrugated rusted metal wainscot
15. Shaped 2 1/4" x 3 1/2" rough sawn wainscot top rail
16. Rough sawn 1" x 15" board and 1x4 batten siding
17. Exposed 3"x14" rough sawn roof joist tails and rakes
18. Rough sawn 1x4 over 1x8 fascia and 1 1/2" face metal drip edge
19. "Shake" style metal roof
20. Standing seam metal roof
21. Framed chimney box - flu outlet lip to be 2 feet higher than any point of roof 10 feet away - w/ pre-fabricated chimney cap
22. Garage dormer beyond
23. 10"x10" rough sawn deck guard rail newel w/ fabricated metal cap
24. Fabricated metal panel & wood top guard rail @ + 40" above deck
25. Concrete stair egress from garage man door w/handrail
26. 1" x 14" rough sawn band at 9'-10" bottom elevation
27. Point roofing at top of gable, typical

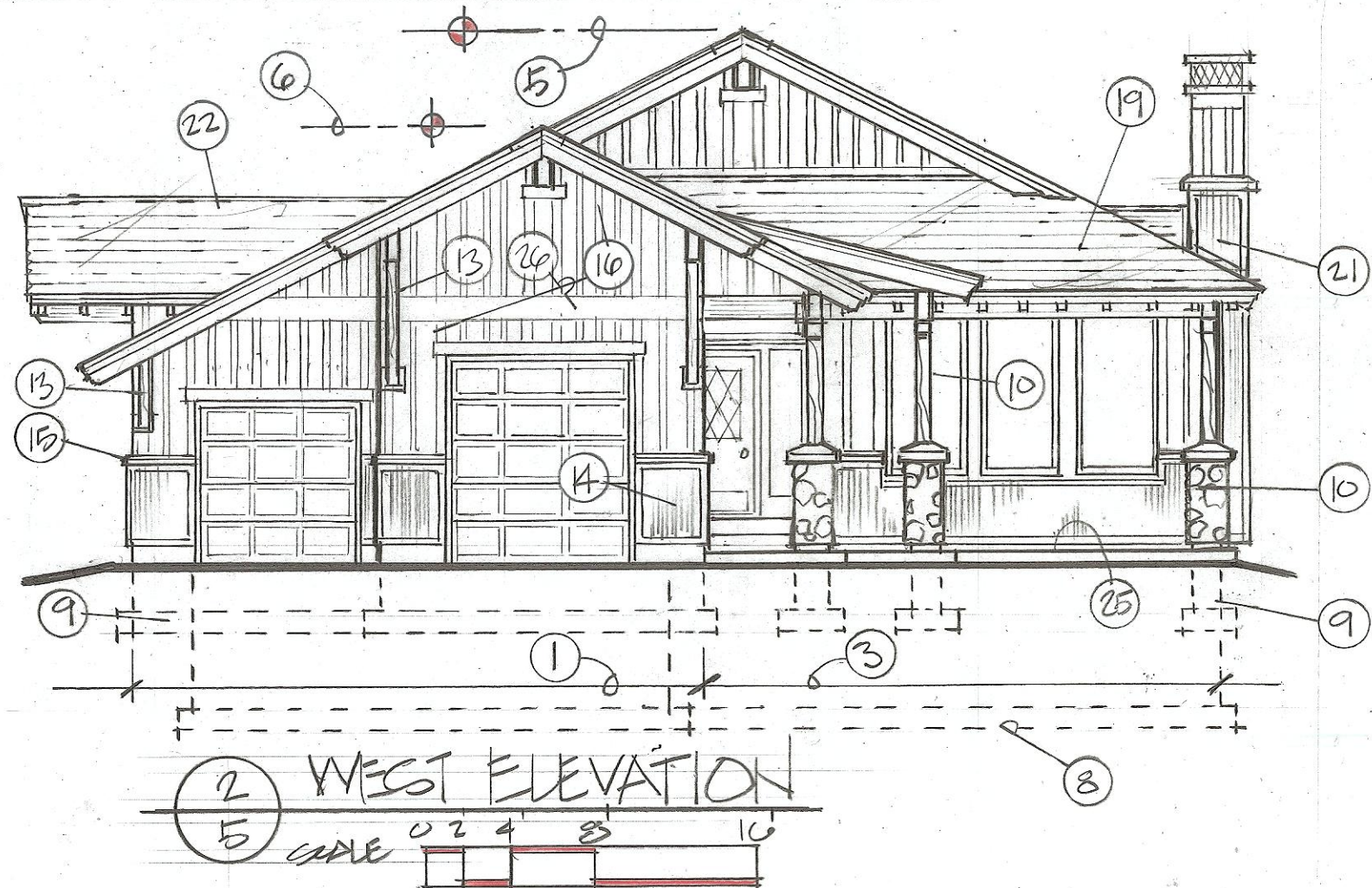
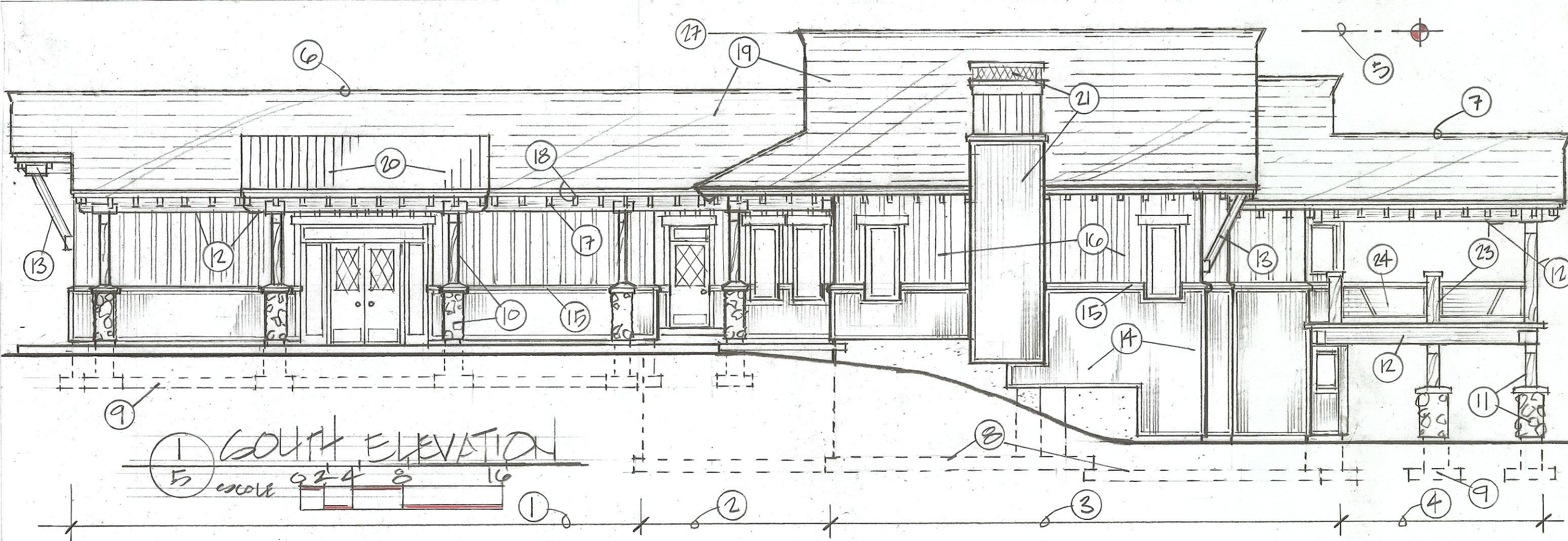


HARRIS JEFFERSON CREVELING
architecture
planning
design



2/6/2024

McIntire Residence Expansion and Remodel
2180 Three Kings Court, Park City, UT 84060



South & West Elevations

1. New garage
2. Repurposed old garage
3. Existing home
4. Re-built and extended deck/patio
5. Existing roof high ridge – no change
6. Garage ridge – extension of existing garage roof – 20'-6"
7. Deck ridge – extension of existing kitchen roof – 24'-6"
8. Existing footing and foundation
9. Garage & walkway/deck column footings and foundations @ 3'-6" below finish grade
10. 6 3/4" x 6 3/4" rough sawn walkway and porch columns on 15" x 15" concrete piers with stone wainscot and precast cap
11. 10" x 10" rough sawn deck columns on 19" x 19" concrete piers with stone wainscot and precast cap
12. 6 3/4" GLB deck and roof framing system w/ steel connections
13. 6 3/4" x 7 1/2" sloped (6/12) GLB corbel w/ steel connections
14. Corrugated rusted metal wainscot
15. Shaped 2 1/4" x 3 1/2" rough sawn wainscot top rail
16. Rough sawn 1" x 15" board and 1x4 batten siding
17. Exposed 3"x14" rough sawn roof joist tails and rakes
18. Rough sawn 1x4 over 1x8 fascia and 1 1/2" face metal drip edge
19. "Shake" style metal roof
20. Standing seam metal roof
21. Framed chimney box – flu outlet lip to be 2 feet higher than any point of roof 10 feet away – w/ pre-fabricated chimney cap
22. Garage dormer beyond
23. 10"x10" rough sawn deck guard rail newel w/ fabricated metal cap
24. Fabricated metal panel & wood top guard rail @ + 40" above deck
25. HVAC make up air vent protection
26. 1" x 14" rough sawn band at 9'-10" bottom elevation
27. Point roofing at top of gable, typical

HARRIS JEFFERSON CREVELING
architecture
planning
design

801.966.7837
hjc@sina.com
4230 S. Diane Way
Salt Lake City, UT 84124

McIntire Residence Expansion and Remodel
2180 Three Kings Court, Park City, UT 84060

2/6/2024

SOUTH & WEST ELEVATIONS